



SELECTMEN'S MEETING

MAY 9, 2023

MINUTES

Selectmen in Attendance: Dick Norcross, Ricky Emery, and John Hicks.

Attendees: Dana Forcier; Fire Chief, Richard Perreault; Frank Day; William J. Flynn; Erik Walker; Cindy Walker; Cindy Eaton; Dan Larson; Whit Lucy; Joe Egan; and Carrie Garland. **Via conference phone:** Town Attorney, Leah Rachin; **Zoom Attendees:** Vincent Goomba; Steve Booker; and So;Rc

Minutes of April 13, 2023 Selectmen's Meeting: Dick Motioned, Ricky second, to approve. Unanimous vote by a show of hands.

Minutes of the April 25, 2023 Selectmen's Meeting: Dick motioned, John second, to approve. Unanimous vote by a show of hands.

Approve Payroll and A/P Warrants: were approved.

Ricky read letters aloud from Bern Stein Shur's Attorney, Zachary B Brandwein, regarding Planning Board Ordinance and Bylaws and also one on the Legal Rights and Obligations re Comprehensive Plan. He further stated that he didn't see anything out of place with the Comp plan and the Planning Board bylaws have been corrected by the Town's Attorney anyway so we're good to go.

Discussion and action on Settlement Agreement and Mutual Release in the matter of Merrill v. Town of Brownfield, Oxford County Superior Court Docket No. AP-22-04. Town Attorney, Leah Rachin gave a brief overview explaining a document formalizes the settlement. The court required mediation and that was done. Once the agreement is signed by all parties, the case will be all over and the Town will be clear from future litigation. Joe Egan's question regarding the right for the town's people to know what the settlement was was answered by Leah, the Settlement agreement is a public record and after it is signed by the parties involved it can be released to the public. Bill Flynn's question on whether they need to fill out a FOIA to get the results was answered by the Town Attorney stating that it is a very short document. We can make copies available. Joe asked how will the Town cover the cost, Leah explained that the Town will not have to dig into any funds because the insurance paid except for the deductible. Cindy Walker asked about the previous employee being let go in error? Leah replied that one

of the standards of the Settlement agreements is that there is no admission of liability on either party and one of the reasons we settle it is to have the finality. Cindy Walker said she is thinking that if we didn't have any liability we wouldn't be paying and Leah explained that these cases have a have a non-liability thought. The litigation process is extremely time consuming and extremely expensive to risk. Ricky read the motion: I move that we approve and execute the Binding Agreement of Settlement terms dated April 13, 2023 in the matter of Merrill v. Town of Brownfield. Leah amended the motion to say: I move to approve the settlement agreement and mutual release between Deborah L Merrill and the Town of Brownfield. Rick said it sounds good to him, Dick second to approve. Unanimous vote by a show of hands.

The cost of the chairs that the Board had approved previously was \$719.76 but shipping was additional so it was necessary to come back to the Board for another motion to include shipping. Ricky motioned, John second to pay up to \$600 for shipping. Unanimous vote by a show of hands.

On May 16 Representatives from Susan Collins and Jared Goldens offices will be at the Community Center. The Public is not invited but Willy Tracy and Jen Coen have been.

The Board reviewed the warrant for town meeting again and suggested to put an asterisk on the Rec Director's line item which allows for a 5% cost of living increase. An article has been added for \$11,195 to hire a part-time employee to train and work for the Town Clerk/Registrar. This is based upon a pay scale of \$20.00 per hour for 10 hours a week for 52 weeks and includes 7.65% for FICA. Preparing for the future in the event that Michelle does not run again next year. Discussion ensued.

Ricky said that he doesn't think the Town should vote by referendum for the Municipal Fire Department after just one public hearing. Dicky explained that the Town is already paying everything, this is only a name change. John recommends leave it as it is now. Discussion ensued. Alvina was asked to reach out to Wanda for the roll over accounts for a rough figure to use at town meeting; Rick asked why the town has town meeting on a week night, answer was that the town votes for it. Article 40 Alvina said she sent to the insurance company to assure the town will be covered for it. Article 42 was discussed briefly regarding the possibility of two grants in a short period of time. Joe explained that by having the article Carlene knows that the Town is behind it.

There was a discussion on the Administrative Assistant position in regards to hours change from 30-40 answered by Ricky and a lack of the 90-day review. Also discussed were the duties performed by the Bookkeeper in regards to duties performed and bonding.

At 6:35 PM John motioned to adjourn, Dick second. Motion passed by unanimous show of hands.

Respectfully Submitted,

Alvina Day, Administrative Assistant