



**TOWN OF OLD ORCHARD BEACH**  
*Office of the Town Manager*

1 Portland Ave, Old Orchard Beach, Maine  
Phone: 207.937.5626 Web: [www.oobmaine.com](http://www.oobmaine.com)

**Regular Town Council Meeting Minutes**  
*Tuesday, January 19th, 2021*

I, Jennifer Hayes, Secretary to the Town Council of Old Orchard Beach, Maine, do hereby certify that the foregoing document consisting of seventy-two (72) pages is a copy of the original minutes from the regular meeting of the Old Orchard Beach Town Council held on Tuesday, 01.19.2021

<b>Prepared by:</b>	Jennifer Hayes
<b>Approved by:</b>	Old Orchard Beach Town Council
<b>Approval Date:</b>	02.16.2021

Respectfully Submitted,

Jennifer Hayes  
*Town Council Secretary*

**Town of Old Orchard Beach  
Regular Town Council Meeting Minutes**

**Tuesday, January 19<sup>th</sup> 2021 @ 6:30pm  
Town Council Chambers**

There was a regular meeting of the Old Orchard Beach Town Council on Tuesday, January 19<sup>th</sup>, 2021. The meeting was called to order by the Chair @ 6:30pm.

After the pledge of allegiance, roll was taken and the following individuals were present:

Shawn O'Neill – Chair  
Mike Tousignant – Vice Chair  
V. Louise Reid – Councilor  
Jay Kelley – Councilor  
Kenneth Blow – Councilor  
Larry Mead – Town Manager  
Jen Hayes – Town Council Secretary

**GOOD & WELFARE**

Chair O'Neill confirmed that the Council would be meeting in Executive Session for the purpose of interviewing candidates for the position of Town Manager. The meeting dates were noted as: Wednesday, February 10<sup>th</sup>, Thursday, February 11<sup>th</sup> and Friday, February 12<sup>th</sup>, 2021.

**ACCEPTANCE OF MINUTES**

Town Council accepted the regular Town Council Meeting Minutes from Tuesday, January 5<sup>th</sup>, 2021 and the Town Council Workshop Meeting Minutes from Tuesday, January 12<sup>th</sup>, 2021.

**Motioned by:** V.Louise Reid  
**Seconded by:** Councilor Blow  
**Vote:** 5-0

**PUBLIC HEARING – BUSINESS LICENSES & APPROVAL:**

Scott McCrum – JBTS, Inc. D/B/A Joseph's By the Sea, (310-3-3), 55 West Grand Ave,  
victualers with preparation with beer, wine and/or liquor.

Eidan Bereby, (403-4-23), 98 Cascade Road, one year round rental with conditional license.

Kristen Tate & Samuel Glueckert, (320-11-4), 11 West Tioga Ave #2, one year round rental.

**Chair opened meeting @ 6:34pm**

**Chair closed meeting @ 6:36pm**

**Motioned w/discussion:** Councilor Blow

Councilor Blow asked if the contract agreement for 98 Cascade Road was for two consecutive license cycles. Confirmed by Town Manager Mead that the agreement was for two consecutive cycles, but seeing as the agreement was signed during the middle of one of them, the agreement is for three years.

**Seconded by:** Councilor Reid

**Vote:** 5-0

**PUBLIC HEARING – SPECIAL AMUSEMENT & APPROVAL:**

Scott McCrum – JBTS, Inc. D/B/A Joseph's By the Sea, (310-3-3), amend the special amusement permit for inside DJ for weddings 12p.m. to 5p.m, to also include acoustic entertainment on the outside deck.

**Chair opened meeting @ 6:36pm**

**Chair closed meeting @ 6:37pm**

**Motioned by:** Councilor Tousignant

**Seconded by:** Councilor Blow

**Vote:** 5-0

-17-

**CONSENT AGREEMENT  
BETWEEN THE TOWN OF OLD ORCHARD BEACH  
AND EIDAN BEREBY, LICENSE APPLICANT FOR 98 CASCADE ROAD RENTAL**

This Agreement is made between the Town of Old Orchard Beach, hereinafter "Town", and Eidan Bereby, hereinafter "Applicant", owner of a residential property at 98 Cascade Road, Old Orchard Beach, Maine 04064, hereinafter "Property".

**WHEREAS:** The Administrative Review Board, hereinafter "ARB", met on December 15, 2020 to consider whether to recommend that the Town Council grant a business license to Applicant for a single residential unit at the Property; and

**WHEREAS:** the ARB was meeting under the auspices of Chapter 18 of the Town of Old Orchard Beach Code of Ordinances, Article II, Business Licenses; and

**WHEREAS:** the ARB met to consider Applicant's request for a business license because the Property of Applicant had been the location of more than three documented disturbances in the prior year as verified by the Police Chief; and

**WHEREAS:** based on information presented at the meeting the ARB determined that the Applicant had rented the property without possessing a business license, a violation of the Town's ordinance, and that Applicant had engaged in short-term weekend rentals without adequately screening the tenants; and

**WHEREAS:** on numerous occasions tenants of Property engaged in behavior that included excessive noise, fighting, loud arguments, intoxication, late night parties, and disturbing the peace; and

**WHEREAS:** ARB voted to have the Town enter into a Consent Agreement, hereinafter "Agreement", with the Licensee for the purpose of providing Applicant the opportunity to address and remedy the identified deficiencies in rental practices;

**NOW, THEREFORE,** for good and valuable consideration, including the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Should the Town Council vote to grant a business license to Applicant for rental of Property said approval shall be subject to the following conditions, actions and license stipulations:
  - a) Applicant will limit occupancy by tenant to no more than 8 individuals, shall include said limit in all promotion or advertising of rental unit, and shall incorporate the occupancy limit into a written rental agreement entered into with tenant.
  - b) Prior to consideration by Town Council of granting or renewing a business license, and annually thereafter, Applicant will provide to the Business License Administrator documentation of the promotional listings being used to market property.
  - c) Applicant will proactively implement practices to inform tenants that the rental unit is not to be used for parties or any gatherings of more than eight people. This will include at

- c) Applicant will proactively implement practices to inform tenants that the rental unit is not to be used for parties or any gatherings of more than eight people. This will include at a minimum posting, both within the rental dwelling and on any promotional listing, a notice of quiet hours to be adhered to between 9:00 pm and 8:00 am.
- d. For short-term rentals Applicant will only rent to tenants who have a record of reviews with Airbnb, VRBO, or similar services.
- e) Applicant will not utilize instant booking options for short-term rentals.
- f) Applicant will require a minimum two night stay for any short-term rentals.

2. Term of Agreement – This agreement shall be in effect for two consecutive business licensing periods.

3. Benefit of Counsel - The parties acknowledge and represent that they are entering into this Consent Agreement freely and willingly; that they have each had the opportunity to obtain counsel; that this Consent Agreement has been completely read by them; and that the terms of this Consent Agreement are fully understood and voluntarily accepted by them.

4. Changes to the Consent Agreement - This Consent Agreement may not be changed or modified except by agreement in writing signed by all parties.

5. Authorization - Each person signing this Consent Agreement hereby covenants and warrants to the other party that he or she is fully authorized to sign the Consent Agreement on behalf of the party he or she is signing for and is fully authorized to bind the party and its agents and affiliates to all of the terms of this Consent Agreement.

6. Recitals – The recitals contained herein are incorporated into this Consent Agreement with the full force and effect of all other provisions and terms.

7. The Town may at its sole discretion terminate the Agreement.

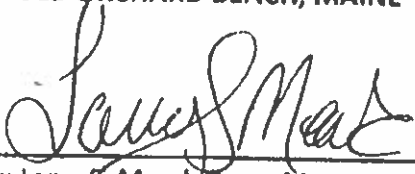
**IN WITNESS WHEREOF**, having read the foregoing and being in complete agreement with the premises, conditions, and statements contained herein, the parties execute this Consent Agreement freely, intelligently, and voluntarily as evidenced by their signatures below on the dates as indicated.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.  
SIGNATURE PAGE TO FOLLOW.]**

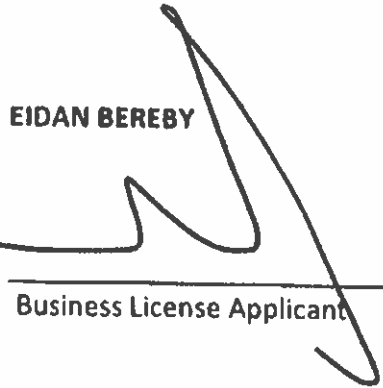
[Signature Page]

TOWN OF OLD ORCHARD BEACH, MAINE

Date: Jan 7, 2021

  
By: Larry S. Mead Town Manager

Date: 1.14.21

EIDAN BEREBY  
  
Business License Applicant

## **TOWN MANAGER REPORT**

### **Homestead Exemption:**

I want to once again remind our residents who own their own home and whose primary residence is in Old Orchard Beach about the homestead exemption. This property tax relief program is available to any homeowner who is a full time resident, regardless of age or income. Under the homestead program your tax bill is reduced by \$385. This can be a significant savings for many of our homeowners, 12.5% for homes valued at \$200,000. For those who own a mobile home the homestead exemption could be a savings of as much as 70% of your tax bill.

So if you are a year round homeowner and don't think you are receiving the homestead exemption please call the Assessor's office at Town Hall to ask about the program, or go to the Assessor's Dept page on the Town website for information. To qualify for the upcoming tax year you have to file an application no later than April 1<sup>st</sup>. So keep that date in mind, April 1<sup>st</sup>. This is a one time application as long as you continue to live at the same property, not something that needs to be done each year.

Ready or not we are already in the process of looking for **summer help** in several departments. Applications are being accepted now for police reserve officers, recreation staff, lifeguards, wastewater, public works and memorial park maintenance staff, and parking enforcement. Go to the Town's website and click on Employment.

### **Message sign at Town Hall**

Residents will soon have a new means of getting information regarding meetings and events in OOB. This past week the long-anticipated electronic message board was installed in front of Town Hall at the intersection of Saco Ave, Portland Ave and Old Orchard Street. Its up and ready to go and I expect to have it functioning by the end of this week. Where did the idea come from? From the Town's residents! Three years ago Community Friendly Connection conducted a survey of residents to determine what issues and items related to their Town were of foremost importance. 85% of the respondents were year-round residents.

The issues that rose to the top included transportation, affordable housing and quality of life, as well as the need for more and better ways for residents to find out about meetings, events and activities going on in Town. Increasing social interaction is paramount in combatting the isolation that is so prevalent among older adults. 70% of

the respondents indicated that they relied on electronic signs and banners for information about community meetings, events and activities. Based on these survey results the CFC leadership, including Pat Brown and Louise Reid, now Councilor Reid, approached me with the idea of placing a sign in front of Town Hall. I told them I loved the idea but asked them to find a way to pay for the cost of the sign and installation.

Undaunted, they accepted the challenge and got to work. First they went to Black Bear Signworks in Saco and obtained a design to work with. They then went to the Design Review Committee and got approval to proceed with the project. Next came the hurdle of raising funds which started at the CFC Imagine Dream Believe event with a silent auction of items commandeered by Paul Lafond. CFC volunteer Holly Korda applied for 4 different grants, some of them twice! CFC received a contribution from Saco-Biddeford Savings Institute towards the sign. Finally, the last piece of the puzzle came through a grant from the State's Keeping Maine Healthy Program that included funds for the sign.

CFC met the challenge! When all was said and done the \$17,000 in funding was complete and with no taxpayer dollars!

Installing this electronic message board at this very busy intersection at Town Hall is another means to increase awareness for all. Anything is possible when we all work together! Thanks to all of our partners who made this possible.

## **NEW BUSINESS:**

### **Agenda Item # 7349**

**Discussion with Action:** Amend the Code of Ordinances, Chapter 54, Traffic and Vehicles, amending Section 54-187, Restrictions and Prohibitions, amending Willow Creek Lane, by adopting the underscored language as follows:

*Willow Creek Lane.* There shall be no parking on the right side of Willow Creek Lane from the east side property line of 6 Willow Creek Lane (205-19-39) to the dead end, facing west. There will be one handicap parking space in front of 9 Willow Creek Lane (205-19-41).

**Motioned by:** Councilor Blow

**Seconded by:** Councilor Reid

**Vote:** 5-0



### **Agenda Item # 7350**

**Discussion with Action:** Consider the approval of the Collective Bargaining Agreement with Teamsters Local Union No. 340, effective July 1<sup>st</sup>, 2020 to June 30th, 2021.

**Background:** *(see attached Collective Bargaining Agreement)*

The collective bargaining agreement with Teamsters Local Union No. 340 expired on June 30, 2020. Teamsters Local No 240 includes Town Hall administrative support positions and two maintenance/custodial positions. The proposed agreement is for a one year period from July 1, 2020 through June 30, 2021. The agreement grants a 1.5% COLA to all unit members retroactive to July 1. There are modifications to the language of a few contract articles. These are noted in the marked-up contract provided as back-up material.

**Motioned by:** Councilor Blow

**Seconded by:** Councilor Tousignant

**Vote:** 5-0

### **Agenda Item # 7351**

**Discussion with Action:** Authorize the Treasurer, per 36 M.R.S.A., subsection 944, to record a waiver of foreclosure in the Registry of Deeds for the property at 3 Stagecoach Drive, Assessor's Record T3195, Shirley Breton, Owner.

**Background:** *(Tax statement for 3 Stagecoach Drive attached)*

Under state law properties that have outstanding liens that are 18 months in duration are automatically foreclosed by the municipality. If the municipality determines that it is not in the best interest to acquire the property because it would be burdensome due to condition the Town Council may vote to have a waiver of foreclosure recorded with the Registry of Deeds. Because of the age and condition of this mobile home staff recommends that Council direct the Treasurer to record a waiver with the Registry. The liens remain in place until they are paid in full to the Town.

**Motioned by:** Councilor Kelley

**Seconded by:** Councilor Blow

**Vote:** 5-0

Agreement  
Between  
Teamsters Local Union No. 340  
And  
Town of Old Orchard Beach  
For the  
General Government Employees

July 1, 202017 to June 30, 20210

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## **ARTICLE 1 – PREAMBLE**

Pursuant to the provisions of the Municipal Public Employees Labor Relations Act (title 26, M.R.S.A., 961 through 974, as amended), the parties hereto have entered into this agreement in order to establish mutual rights, preserve proper employee morale and to promote effective and efficient operations. The Town and Union regard all covered personnel as public employees who are to be governed by high ideals of honor and integrity in all public and personal conduct so as to merit the trust and confidence of the general public and fellow employees.

## **ARTICLE 2 – RECOGNITION**

### **Section 1**

In accordance with the Municipal Public Employees Labor Relations Act, the Town recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating salaries, wages, hours, and working conditions of employment pursuant to 26 M.R.S.A. 965 for all full-time employees who have successfully completed their probationary period of employment, who are public employees as defined by M.R.S.A. 962, and who are in the following classifications: Maintenance Custodian, Planning/Code Assistant, Administrative Assistant to the Assessor, Tax Clerk, Deputy Tax Collector, Deputy Town Clerk, Tax Collector, AP/Payroll Clerk, and Staff Accountant.

### **Section 2**

The classifications of job titles used above are for descriptive purposes only. Their use is neither an indication nor a guarantee that these classifications or titles will continue to be utilized by the Town.

### **Section 3**

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit set forth herein fairly. The Union agrees to indemnify, defend and hold harmless the Town and its officials, representatives and agents from any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs resulting from any failure on the part of the Union to fulfill its duty of fair representation.

## ARTICLE 3 – UNION SECURITY

Membership in the Local Union is not compulsory; membership in the Local Union is separate, apart and distinct from the assumption by an employee of his equal obligation to the extent that he receives equal benefits. The Local Union is required under this agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union.

This agreement has been executed by the employer after it has satisfied itself that the Union is the choice of a majority of employees in the bargaining unit. Accordingly, it is fair that each employee in the unit pays his own way and assumes his fair share of the obligations along with the grant of equal benefits contained in this agreement. In this regard, employees shall accept the provisions of either section 1 or 2 below.

### Section 1 - Union Membership

All employees who are members of the Union as of the date of this agreement, and all employees who hereafter become members of the Union, shall, as a condition of employment, maintain their membership in good standing in the Union, unless the employee provides notice to Town and Union per Article 6, Section 1.

### Section 2 – Fair Share Fees

~~Any present or future employee who is not a member and does not want to be a member shall sign an authorization form authorizing payroll deduction of a fair share fee as a contribution towards the administration of the agreement in the amount equal to 80% of current dues for the duration of this agreement.~~

If at any time during this agreement the US Supreme Court or the Maine Supreme Judicial Court makes any ruling that invalidates the assessment of fair share fees to employees covered by the Bargaining Agreement, the provisions in this Agreement related to the mandatory or involuntary payment of fair share fees are void.

## ARTICLE 4 – IDENTIFICATION

Should the Town find it necessary to require employees to carry or display personal identification, such requirement shall be complied with by the employees. The cost of such personal identification shall be borne by the employer.

## **ARTICLE 5 – ACCESS TO PREMISES**

The Town agrees that authorized, non-employee agents of the Union shall have reasonable access to the Town's premises during working hours, with advance notice to the appropriate Town representative, for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the agreement is being adhered to, provided, however, that such activities shall not interfere with the normal work duties of employees. The Town reserves the right to designate a meeting place for said activities.

## **ARTICLE 6 – CHECK OFF AUTHORIZATION**

### **Section 1 - Dues**

- a) The Town shall deduct regular monthly dues, fair share fees, and initiation fees upon receipt of a signed authorization form from each employee a copy of which is to be retained by the Town as to the amount for dues. The written authorization for Union dues deductions of membership dues shall be irrevocable during the term of this Agreement except that an employee may revoke the authorization, provided the employee notifies, in writing, the Town and Union at least thirty (30) days, but not more than sixty (60) days prior to the expiration date of this Agreement. The Town will process dues and fees four times per month (48 weeks). When a month has five (5) weeks no dues will be processed on the fifth week.
- b) The Town shall forward all such dues so collected to the Secretary-Treasurer of the Local Union before the fifteenth (15<sup>th</sup>) day of the month following the month in which deductions are made. The Union will refund to the Town any amount paid to the Union in error.
- c) The Union shall give the Town 30 days written notice of any change in the amount of dues to be deducted.
- d) The Union shall indemnify and save the Town and its officials, employees or agents harmless against all claims and suits which may arise by reason of any action taken in making deductions of said dues and fees and remitting the same to the Union pursuant to this Article.
- e) Neither the Town nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union and agree that there will be no discrimination by the Employer or the Union against any such employee

because of any employee's lawful activity and/or support of the Union or lawful non-membership activity or status.

## **ARTICLE 7 – GRIEVANCE PROCEDURE**

### **Section 1- Definition**

A grievance is a dispute or difference of opinion arising under and during the term of this agreement, raised by an employee, or by a group of employees (with respect to a single common issue) covered by this Agreement, against the Town involving as to the employee(s) the meaning, interpretation or application of the express provisions of this Agreement. The term “business days” as used in this article shall mean Mondays through Fridays inclusive and excludes Saturdays, Sundays, and holidays on which Town Hall is closed.

### **Section 2- Procedure**

Before initiating a grievance the employee shall attempt to resolve a dispute informally by discussing the matter with the Supervisor or Department Head as appropriate. Any grievance arising between the Town and an employee represented by the Union shall be settled in the following manner.

Step 1. The aggrieved employee(s), with the Union Steward or Alternate Steward, shall take up the grievance in writing with the Department Head within ten (10) business days after first knowledge of the grievance or the reason for the grievance has occurred, except no time limit shall apply in a case of violations of the wage provision of this agreement. The Department Head shall give a written response to the employee and Steward within five (5) business days

Step 2. If the grievance is not settled in Step 1 the employee and the Union representative may appeal the matter in writing to the Town Manager within five (5) business days after the Department Head's response in Step 1. A meeting between the Town Manager or his/her designated representative and the employee and a Union Representative shall be held at a time mutually agreeable to the parties within five (5) business days of receipt of the appeal. If no settlement is reached the Town Manager, or his/her representative, shall, within five (5) business days after said meeting, render a decision of the grievance in writing and forward a copy to the employee and the Union.

Step 3. In the event the decision of the Town Manager as rendered pursuant to Step 1 hereof is not acceptable to the Union, the Union may within ten (10) business days refer the matter to arbitration.

### **Section 3- Arbitration**

- a) The parties shall select a mutually agreeable and impartial arbitrator within ten (10) days after disagreement. In the event they are unable to so agree, the matter shall be referred to the Maine Board of Arbitration and Conciliation Services. The expense of the arbitrator selected or appointed shall be borne equally by the Town and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses, and purchasing its own copy of the written transcript.
- b) The arbitrator shall not have the authority to amend, modify, nullify, ignore, or subtract from the provisions of this Agreement or to add to or establish new terms or conditions under this Agreement. The arbitrator shall only consider and make a decision with respect to the specific issue submitted and shall have no authority on any other issue not so submitted. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. If the arbitrator finds a violation of a specific provision of this Agreement, the arbitrator's award shall not be retroactive in its effects earlier than ten (10) days preceding the filing of the grievance, except for violations related to wages, health, retirement or other compensatory benefits. The employee is responsible to notify the Town of a discrepancy.
- c) Both parties agree to accept a decision of the arbitrator rendered consistent with the terms of this Agreement as final and binding.

### **Section 4- Time Limit for Filing**

No grievance shall be considered or processed unless it is submitted:

- a) within ten business days after the employee concerned has become aware or should have become aware of the occurrence of the event giving rise to the alleged grievance;  
or



- b) within five (5) business day in the case of disciplinary suspension or discharge. If a grievance is not presented within the time limits set forth above, it shall be considered waived.

If a grievance is not appealed to the next step within the specified time limit or any agreed upon extension thereof, it shall be considered settled on the basis of the Town's last answer.

If the Town does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Town and the Union representatives involved in each Step.

## **ARTICLE 8 - STEWARDS**

### **Section 1**

The Town recognizes the right of the Union to designate one (1) Steward and one (1) Alternate. The Union shall provide in writing to the Town the name of the employees so designated. The authority of Stewards and Alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities.

- a) The investigation and presentation of grievances in accordance with Article 6, Grievance Procedure
- b) The collection of dues when authorized by appropriate Local Union action.
- c) The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information:
  - i. Have been reduced to writing, or
  - ii. If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the employers business.

All such duties and activities authorized by Stewards and Alternates in Section 1 herein shall not exceed a combined two (2) hours per month.

### **Section 2**

Stewards or Alternates have no authority to take strike action, or any other action interrupting the employers' business, except as authorized by official action of the Union. The employer recognizes these limitations upon the authority of stewards and their alternates and shall not hold the Union liable for any authorized acts. The employer in so recognizing such limitations

shall have the authority to impose proper discipline including discharge, in the event the job steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this agreement.

**Section 3**

Stewards shall be allowed sufficient time off without loss of time or pay, to represent the Union in all negotiations with the employer concerning collective bargaining.

**ARTICLE 9 - DISCHARGE OR SUSPENSION**

The Town shall not discharge nor suspend any employee without just cause. In all cases involving the discharge or suspension of an employee, the Town must immediately notify the employee in writing of his discharge or suspension and the reason therefor. Such written notice shall also be given to the Steward within five (5) working days from the time of the discharge or suspension.

**ARTICLE 10 - PERSONNEL FILES**

**Section 1-Personnel Files**

The Town shall keep a central personnel file for each employee *in accordance with M.S.R.A 30-A 2702.*

Insofar as permitted by State and Federal law, all personnel records, including home addresses, telephone numbers, and pictures of members shall be confidential and shall not be released to any person other than officials of Town.

**Section 2- Inspection**

Upon request, an employee shall have the right to inspect his/her central personnel file subject to the following:

- a) Inspection shall occur during regular business hours. The employee must make a written request for a ten (10) minute appointment to do so at a time and in a manner mutually acceptable to the employee and the Town.
- b) Pre-employment information including but not limited to reference checks and responses, or information provided to the Town with the specific request that it remain confidential shall not be subject to inspection.

## **ARTICLE 11 - BEREAVEMENT LEAVE**

In the event of death in the immediate family of an employee, the employee shall be granted a leave of up to four (4) consecutive days with full pay. "Immediate family" is hereby defined to include spouse, children or step-children, parents or step-parents, brothers, sisters, and grandparents.

In addition to the foregoing, a leave of up to two consecutive days shall be granted for attendance at the funeral of the following relatives: grandchild, father-in-law and mother-in-law. This leave is to be used during the work days that fall between the family members time of death and the day after the funeral or memorial service.

The Town Manager may, at his/her discretion, allow bereavement leave in other appropriate circumstances, including delayed funerals or services, and may, at his/her discretion, allow the use of accrued leave time in conjunction with an employee's bereavement leave.

## **ARTICLE 12 - LEAVE OF ABSENCE (NON-MEDICAL)**

Any employee who has been employed full time by the Town for at least one year may request in writing to the Department Head a leave of absence. The Town Manager, on recommendation from the Department Head, may, in his/her sole discretion, grant a leave of absence of up to six months when such leave will not unreasonably burden the Town or the Department. Leaves of absence shall not be granted to employees to accept or conduct remunerative employment elsewhere. Said leave of absence shall be without pay. The employees existing continuous service for the leave period shall be preserved but leave time shall not count as service time for MainePERS benefits, and the employee shall not accrue sick or vacation leave. The Town will not pay the employers portion of health insurance, dental insurance, or income protection. The employee may continue health and/or dental insurance coverage at their own expense.

## **ARTICLE 13 - MILITARY LEAVE**

Military leave will be granted in accordance with applicable state and federal law (USERRA). Military leaves of absence, without pay, shall be granted to any employee called to active duty with the State or Federal forces for a temporary tour of duty, other than the routine annual training period. Military leave for routine annual training periods, not to exceed fifteen (15) days in any calendar year shall be granted. For any such period of routine annual training, the Town will pay the employee the difference between service pay and the employee's regular

compensation, provided the employee has provided written documentation of their military training orders.

#### **ARTICLE 14 - SEPARABILITY AND SAVINGS CLAUSE**

If any Article or Section of this Agreement or of any Supplements or Riders thereto should be held invalid by operations of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of the Agreement and of any Supplements or Riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

#### **ARTICLE 15- WORKERS COMPENSATION/INJURED ON DUTY**

The Town shall provide Workers' Compensation insurance coverage for employees as governed and applied in accordance with applicable State of Maine Workers' Compensation law. Benefits under Workers' Compensation may be provided when an employee has sustained a job-related injury or illness.

All job-related injuries and/or illnesses shall be immediately reported to the employee's supervisor who, with the employee's assistance, shall submit the first report of injury form. Supervisors are responsible for reporting an injury within twenty-four (24) hours of its occurrence, or their knowledge of the occurrence, regardless of the timing of the employee's first written report.

Employees who are eligible to receive Workers' Compensation benefits will receive the percentage of pay covered by Workers' Compensation for the duration of the Workers Compensation coverage period. Employees will also be given the option of using accrued sick, vacation, compensatory, or other accrued time for the period of Workers' Compensation coverage as an offset to the amount of their standard weekly wages not covered by Workers' Compensation. The weekly amount paid to an employee through the combination of accrued leave pay and Workers' Compensation benefits during the period of eligibility shall not exceed the employee's standard weekly net base pay prior to the injury. Both the WC benefit payout and any accrued time used during the period of eligibility will be processed through the Town's payroll system.

After a period of twelve (12) months from the date of injury, an employee who continues to be out on a work related injury shall not continue to receive holiday pay, or earn vacation or sick time.

## **ARTICLE 16 - NONDISCRIMINATION**

### **Section 1**

The Town and the Union agree not to discriminate against any employee covered by this agreement in a manner which would violate any applicable laws with respect to such employee's race, color, religion, sex, national origin or age.

### **Section 2**

The use of the male or female gender of nouns or pronouns is not intended to describe any specific employee or group of employees but is intended to refer to all employees in job classifications, regardless of sex.

## **ARTICLE 17 - BULLETIN BOARDS**

The Town agrees to provide a suitable space of no more than two (2) feet by three (3) feet in area at Town Hall and at the Police Department for a bulletin board. The Union shall limit its posting of notices and bulletins to these bulletin boards and shall limit the use of the bulletin boards to official union business.

## **ARTICLE 18 - SENIORITY**

### **Section 1**

A seniority list, by classification, shall be established naming all the employees covered by this Agreement, with the employee with the greatest seniority (years of service as a full time employee) listed first. Seniority shall be based upon the employee's last date of permanent hire. Seniority, for the purpose of this Agreement, shall be a factor in all matters affecting layoff, recall, vacation preference and shift preference.

### **Section 2**

All new employees shall serve a six (6) month probationary period starting with his/her first day of employment and will be added to the seniority list at the end of said six month probationary period.

**Section 3**

In the event it becomes necessary for the Town to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority, by classification with bumping rights, provided the employees' demonstrated skills, qualifications and ability to perform the job are equal as determined by the Town Manager. All affected employees shall receive a two (2) calendar week advance notice of layoff, and the Employer shall meet with the affected employees prior to the actual occurrence of layoff. Employees shall be recalled from layoff according to their inverse order of layoff. No new employees shall be hired until all employees on layoff status have been afforded recall notices.

**Section 4**

The seniority list shall be brought up-to-date any time there is a new hire, or on the second Monday in January every year and shall be provided to the Steward. Any objections to the seniority list, as posted, must be reported to the Town within ten (10) days from the date provided to the Steward or it shall stand as accepted.

**Section 5**

All permanent job vacancies shall be posted internally by the Town as such vacancies are advertised by the Human Resources office.

**ARTICLE 19 - PENSION PLAN**

On behalf of unit members, the Town shall contribute a percentage of an individual's gross earnings to either the Maine Public Employees Retirement System (MainePERS, formerly known as the Maine State Retirement System) or to the International City Management Retirement Corporation (ICMA). The system to which contributions are made is dependent on an individual employee's preference and personal choosing.

If an employee chooses to enroll under the ICMA plan, the Town will contribute five percent (5%) of an individual's gross earnings to their plan. In addition to this employer portion, the employee has the option of contributing to the plan as well (up to the annual percentage limits set forth by the ICMA plan). Participants are fully responsible for any fees assessed by the Plan and are responsible for choosing from among a number of investment options.

If an employee chooses to enroll under MainePERS, both the participant's portion and the Town's contributions will be determined and set by MainePERS. The employee shall be enrolled in MainePERS Plan 110AC.

Employee contributions for either plan will be withheld through payroll deductions. The Town is not liable for any tax implications to individual plan participants.

Unit members may enroll in either or both plans. However, the Town will only pay into one retirement plan on an individual employee's behalf.

## **ARTICLE 20 - WAGES**

### **Section 1**

Wage rates negotiated and agreed to by both parties shall become part of this contract and attached to this document as Exhibit #1.

### **Section 2**

The Tax Clerk will receive a \$1500 annual stipend to be paid weekly and a title change to Deputy Tax Collector upon completing the following conditions:

- a) Satisfactory completion of the courses identified as mandatory for certification by the Maine Municipal Tax Collectors' & Treasurers' Association (MMTCTA) (Exhibit # 2)
- b) Satisfactory completion of one course from MMTCTA optional category to be approved by the Finance Director.
- c) Documented attendance and participation at the MMTCTA annual conference at least once every two years.
- d) The required course work for this stipend must be repeated every five (5) years or as otherwise required by MMTCTA to maintain certification.
- e) The Town will pay the cost associated with attending the identified courses, including membership in MMTCTA.

### **Section 3**

Upon obtaining the Tax Collector certification, the Deputy Tax Collector will receive a \$500 annual stipend to be paid weekly. Certification must be maintained continuously through the Maine Municipal Tax Collectors' & Treasurers' Association (MMTCTA).

**Section 4**

The Tax Collector will be appointed as the Deputy Treasurer and will receive a \$1500 annual stipend to be paid weekly.

~~**Section 5**~~

~~The AP/Payroll Clerk shall be placed at Step 3 in Classification C for the duration of this Agreement.~~

**Section 5~~6~~**

The positions required to be certified Passport Agents will receive a \$500 annual stipend to be paid weekly. Certification must be maintained as directed by the Passport Agency. Stipend is conditional to the Town serving as a passport agent.

~~**Section 7**~~

~~The Administrative Assistant to Assessing will receive in the first contract year, a one-time stipend in the amount of \$231.00 as a wage adjustment.~~

~~**Section 8**~~

~~The least senior Maintenance Custodian will receive in the first contract year, a one-time stipend in the amount of \$189.00 as a wage adjustment.~~

**ARTICLE 21 - VACATIONS**

**Section 1**

Each employee shall be entitled to annual vacation pay at the convenience of the Town in accordance with the employee's continuous employment. Vacation leave will be accrued on a weekly basis starting with the first week of employment with the Town, with vacation accruals earned each week on a pro-rated basis according to an employee's standard weekly hours of work as follows:

- Date of hire through 5 years: 2 weeks annual leave
- Beginning of 6<sup>th</sup> year through 10 years: 3 weeks annual leave
- Beginning of 11<sup>th</sup> year through 21 years: 4 weeks annual leave
- Beginning 22<sup>nd</sup> year of employment: 5 weeks annual leave



YEARS OF CONTINUOUS SERVICE (BEGINNING ACCRUAL)	MAXIMUM ANNUAL VACATION HOURS ACCUMULATION	HOURS OF VACATION ACCRUED PER WEEKLY PAY PERIOD
Date of hire through completion 5 <sup>th</sup> year		
40 hour employee	80 hours	1.54 hours
37 hour employee	74 hours	1.423 hours
30 hour employee	60 hours	1.154 hours
Beginning 6 <sup>th</sup> year		
40 hour employee	120 hours	2.31 hours
37 hour employee	111 hours	2.13 hours
30 hour employee	90 hours	1.731 hours
Beginning 11 <sup>th</sup> year		
40 hour employee	160 hours	3.08 hours
37 hour employee	148 hours	2.85 hours
30 hour employee	120 hours	2.308 hours
Beginning 22 <sup>nd</sup> year		
40 hour employee	200 hours	3.85 hours
37 hour employee	185hours	3.5577 hours
30 hour employee	150 hours	2.885 hours

The use of sick leave while on a scheduled vacation is prohibited.

**Section 2**

Vacations shall be granted according to seniority in the Department. Accruals shall be at no more than their required limit for that year of the employee's anniversary. Vacation time shall be scheduled at such time or times as mutually agreeable to the employer and employee, except in the case where the employee fails to schedule or take vacation time off within the prescribed time, and in such cases the employer may direct the employee to take the time off. No vacation of more than two (2) weeks duration at one time will be allowed unless approved by the Town Manager. Requesting of vacation time must be made in writing to Department Head. Scheduling of vacations shall be done by the employee's Department Head and in accordance with operational needs. Employees on probation shall not be granted vacation leave during the six (6) months of probation.

**Section 3**

If a holiday occurs during an employee's vacation, the employee shall not have that day charged as a vacation day.

**Section 4**

Employees who terminate employment with the Town shall be entitled to vacation pay for all unused vacation.

**Section 5**

Vacation time may accrue from one year to the next with a maximum hold over of two weeks accrued time.

**ARTICLE 22 – INSURANCES**

**Section 1- Health Insurance**

The Town currently provides a group health insurance plan, POS-C, through Maine Municipal Employees Health Trust to help reduce the costs of medical treatment for employees and their dependents. The cost of the premiums is shared between the Town (85%) and the employee (15%), and the Town offers a plan to allow employees pay their share of the insurance premiums with pre-tax dollars through payroll deduction.

At the time employees become eligible, they will be provided with information on the health insurance plan, and will be given an opportunity to choose the plan that best meets their needs. Eligibility for health insurance begins the first of the month following the date of the employment.

Upon termination of employment, employees may elect continuation of health insurance coverage, under COBRA, for themselves and eligible dependents for a limited time and at their own expense. Alternatively, employees may wish to convert health insurance coverage to an individual policy, according to provisions in the law and the Town's medical insurance contract. Upon notice of termination, employees should contact the Human Resource Manager for the necessary information.

**Section 2- Dental Insurance**

The Town currently makes group dental insurance available to eligible and interested employees through Maine Municipal Employees Health Trust. To be eligible to participate in this plan, employees must work at least 30 hours per week. Eligibility for coverage begins the first of the month following the date of employment. The cost of premiums for the dental plan is

shared equally between the Town and the employee, and the employee's contribution is made on a pre-tax basis through payroll deduction.

**Section 3-Vision Insurance**

The Town currently makes group vision insurance available to eligible and interested employees through Maine Municipal Employees Health Trust. To be eligible to participate in this plan, employees must work at least 30 hours per week. Eligibility for coverage begins the first of the month following the date of employment. The cost of premiums for the vision plan is paid by the employee and the employee's contribution is made on a pre-tax basis through payroll deduction.

**Section 4-Life Insurance**

The Town currently provides life insurance through Maine Municipal Employees Health Trust in the amount equal to one year's salary at no cost to employees. Employees may purchase additional coverage at their own expense through payroll deduction.

**Section 5- Income Protection Plan (Short Term Disability)**

The Town currently provides income protection coverage (i.e., short term disability insurance) to all employees working a minimum of 37 hours per week through the Maine Municipal Employees Health Trust. The Town currently pays to insure each employee for fifty-five percent (55%) of his/her base pay. Employees may choose a coverage level higher than the fifty-five percent (55%) and may pay the additional premium for this coverage through a weekly payroll deduction. It shall be the employees' responsibility to complete and submit all claim forms in accordance with the rules and requirements of the insurer and/or plan administrator. Employees may obtain copies of the applicable forms and instructions from the Town's Human Resource Office upon request. All determinations regarding eligibility for benefits will be made by the insurer and/or the plan administrator. Any dispute between an employee and the insurer and/or plan administrator regarding this benefit shall not be the subject of a grievance under this Agreement.

**ARTICLE 23 - SICK LEAVE**

**Section 1-Allowance**

Any employee contracting or incurring any non-service connected sickness or disability which renders such employee unable to perform the duties of his/her employment shall receive earned sick leave with pay. Sick leave, with pay, will be granted for care of immediate family members. Immediate family members for his/her section shall be defined as parents, spouse, and children.

Employees shall accrue as follows:

<b>Weekly worked hours</b>	<b>Maximum Accrual</b>	<b>HOURS OF SICK ACCRUED PER WEEKLY PAY PERIOD</b>
40 hour employee	960 hours	1.85 hours
37 hour employee	888 hours	1.708 hours
30 hour employee	720 hours	1.385 hours

Sick leave provisions shall not apply in cases of injury on the job. After an absence of 3 days, the employee shall be required to submit to the Town, proof of sickness from a doctor. Sick time may be used in hourly increments.

Employees shall be compensated in cash for fifty percent (50%) of their accumulated unused sick leave when they are permanently separated from employment as a result of voluntary resignation or retirement if the employee has worked for the Town for a period of ten (10) years or more. Employees with five (5) years of service, but less than ten (10) years, shall receive twenty five percent (25%) of their accumulated unused sick leave upon a voluntary separation. Any employee with less than five (5) years of service shall not receive any cash value for accumulated unused sick leave. In the event of death, one hundred percent (100%) payment is to be made to the estate or beneficiary of the employee.

The amount of payment for all unused sick leave is to be calculated at the employee's rate of pay in effect on the pay day immediately preceding the employee's separation. Payment shall be made within fourteen (14) days of separation unless mutually agreed otherwise.

**Section 2-Extended Leave**

An employee who is absent from their employment because of illness or injury, not arising out of their employment, shall retain their status as an employee for a period of twelve (12) months. Their status as an employee may be extended for further periods at the discretion of the Town upon written notice to the Local Union prior to the expiration of said twelve (12) month period. Any extension shall be for a time-specific period, and must be made upon written notice to the Local Union.

Once an employee has reached twelve (12) months of leave or has used all available accrued time, the employee becomes responsible for payment of the full monthly premiums of all insurances, which the Town shall invoice the employee monthly. If the employee does not submit payment, coverages will be suspended until payments are submitted.

## ARTICLE 24 - MANAGEMENT RIGHTS

The Town retains all rights and authority to manage and direct its employees, except as otherwise specifically provided in this Agreement. The Union acknowledges the right of the Town to make such rules and regulations governing the conduct of its employees as are not specifically inconsistent with the provisions of this Agreement.

## ARTICLE 25 - HOURS AND OVERTIME

### Section 1

The regular work week and the regular work day shall be as follows:

#### *Custodian:*

Forty (40) hours weekly. All hours worked in excess of forty (40) hours per week shall be paid at the rate of one and one-half (1½) times the base hourly rate.

Scheduled hours would be 7:00 am to 3:30 pm, except during the period between December 15<sup>th</sup> and March 31<sup>st</sup> when management has the right to change the hours to 6:00am to 2:30pm, with notice to the employee(s). These hours include a 30 minute unpaid lunch period.

#### *Administrative Support:*

Thirty-seven (37) hours weekly. All hours worked up to forty (40) hours weekly, shall be paid at standard hourly rate. All hours worked in excess of forty (40) hours per week shall be paid at the rate of one and one-half (1½) times the base hourly rate.

For the purposes for this Section, "hours worked" shall mean hours actually worked.

### Section 2-Essential Personnel

Custodians are considered Essential Personnel under this article.

***Essential Personnel are required to report to work in emergency situations including inclement weather unless they are specifically excused. Failure to report to work as directed may result in disciplinary action up to and including termination.***

The Town Manager can declare an emergency whereby non-essential personnel are called in to work. The nature of the emergency will determine what services should continue and who is essential to continued operations.

The Town Manager will determine and communicate which functions are essential and if any Essential Personnel will be excused from reporting to work. The closing of Town Hall does not necessarily mean that operations shut down completely as staff are needed to continue to work.

During emergency situations approved hours worked before and/or after normal scheduled hours will be compensated at an overtime rate so long as total hours worked for the week exceed 40. Unless otherwise permitted by this agreement the Town will not adjust a Custodian's work hours for the purpose of reducing overtime compensation.

### **ARTICLE 26 - HOLIDAYS**

The following days shall be observed as holidays by all regular employees in the bargaining unit:

New Year's Day	
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Patriot's Day	Thanksgiving & following day
Memorial Day	½ day Christmas Eve
Independence Day	Christmas Day
Labor Day	Two Personal Days

An employee shall receive holiday pay at his or her basic hourly straight-time rate for a number of hours equal to the employee's regularly scheduled work day.

An employee required by the Employer to work on a holiday shall be paid time and one-half (1 ½) his/her hourly rate for each hour worked in addition to the holiday pay to which the employee is entitled as above-described, except that on Thanksgiving and Christmas Day, the employee shall be entitled to a premium rate of double time the basic hourly straight-time rate for each hour worked in addition to the holiday pay as above-described.

An employee who has worked on a holiday may choose, with the consent and approval of the Employer, to take compensatory time off in lieu of cash payment. Such compensatory time will be granted on the basis of time and one-half for each hour of the holiday worked. The compensatory time off will be taken at a time mutually convenient to the employee and the Employer, but within twelve (12) month from the date it is earned.

Personal days may be used in hourly increments. Personal hours do not accumulate year to year.

## ARTICLE 27 - CLOTHING ALLOWANCE

The Town agrees that maintenance employees covered by this agreement shall be completely outfitted. Such attire shall include appropriate OSHA approved footwear, trousers (jeans that present a workman like appearance are acceptable), and non-logoed shirts.

The Town will provide up to ~~one-two~~ hundred fifty dollars (~~\$100~~250) per year for the purchase of the above mentioned attire. Maintenance and care of the attire will be at the expense of the employees.

The Town will provide purchase orders for the employees to use in participating merchant stores for the purchase of the above mention footwear and clothing. Items purchased through the Town's purchase order system shall not be charged sales tax as provided under State and Federal laws.

**All** clothing purchases are subject to federal, state, FICA and Medicare taxes under the Fringe benefit provision of the IRS Circular E guide.

OSHA approved boots are not subject to federal, state, FICA and Medicare taxes under the Fringe benefit provision of the IRS Circular E guide

The purchase of any other work related clothing not mentioned above which would be purchased from the attire allowance, must be approved prior to purchase by the Town Manager or his designee.

OSHA footwear must be on a separate receipt from any clothing purchases. Signed receipts are to be turned in to payroll for processing.

**ARTICLE 28 - DURATION OF AGREEMENT**

**Section 1**

This Agreement shall be effective as of the date of the execution of this contract, and it shall remain in full force and effect until it shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, one hundred and twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and effective during the course of negotiations.

**Section 2**

In the event of an inadvertent failure by either party to give the notice set forth in Section 1 of this Article, such party may give such notice at any time prior to the termination or automatic renewal date of this Agreement.

In witness whereof, the parties hereto have set their hands and seals this \_\_\_\_\_, to be effective as of \_\_\_\_\_.

\_\_\_\_\_  
For the employer:  
Larry Mead, Town Manager

\_\_\_\_\_  
For the Union:  
Ed Marzano, Business Agent  
Teamsters Local Union No. 340,  
affiliated with International Brotherhood of Teamsters

\_\_\_\_\_  
For the Union:  
Brett Miller, President/ Business Agent  
Teamsters Local Union No. 340,  
affiliated with International Brotherhood of Teamsters

\_\_\_\_\_  
For the Union:  
Lorne Smith, Secretary Treasurer  
Teamsters Local Union No. 340  
affiliated with International Brotherhood of Teamsters



**EXHIBIT 1-WAGE SCALE**

<u>Classification</u>	<u>Pay Position Desc</u>
<u>A</u>	<u>TAX COLLECTOR</u>
<u>B</u>	<u>STAFF ACCOUNTANT, ADMINISTRATIVE ASSISTANT TO ASSESSING</u>
<u>C</u>	<u>AP/PAYROLL CLERK, PLANNING/CODE ASST, TAX CLERK, DEPUTY TAX COLLECTOR</u>
<u>D</u>	<u>DEPUTY TOWN CLERK</u>
<u>E</u>	<u>MAINTENANCE CUSTODIAN</u>

1.5%

**7/1/19 wage scale proposal (FY20)**

		<u>3%</u>	<u>3%</u>	<u>3%</u>	<u>1%</u>	<u>1%</u>	<u>1%</u>
<u>years</u>	<u>START</u>	<u>2-3</u>	<u>4-5</u>	<u>6-10</u>	<u>11-15</u>	<u>16-20</u>	<u>21+</u>
<u>months</u>	<u>0-12</u>	<u>13-36</u>	<u>37-60</u>	<u>61-120</u>	<u>121-180</u>	<u>181-240</u>	<u>241+</u>
<u>Grade/Step</u>	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
<u>A</u>	<u>\$24.78</u>	<u>\$25.51</u>	<u>\$26.28</u>	<u>\$26.81</u>	<u>\$27.34</u>	<u>\$27.61</u>	<u>\$27.89</u>
<u>B</u>	<u>\$21.55</u>	<u>\$22.19</u>	<u>\$22.85</u>	<u>\$23.30</u>	<u>\$23.77</u>	<u>\$24.00</u>	<u>\$24.26</u>
<u>C</u>	<u>\$18.04</u>	<u>\$18.57</u>	<u>\$19.13</u>	<u>\$19.52</u>	<u>\$19.90</u>	<u>\$20.11</u>	<u>\$20.30</u>
<u>D</u>	<u>\$17.23</u>	<u>\$17.75</u>	<u>\$18.28</u>	<u>\$18.65</u>	<u>\$19.02</u>	<u>\$19.20</u>	<u>\$19.40</u>
<u>E</u>	<u>\$16.16</u>	<u>\$16.65</u>	<u>\$17.13</u>	<u>\$17.49</u>	<u>\$17.83</u>	<u>\$18.02</u>	<u>\$18.19</u>

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All employees will be in the step respective to their years of service except:

<u>Classification</u>	<u>Last Name</u>	<u>First Name</u>	<u>Pay Position Desc</u>	<u>grade</u>	<u>step</u>	<u>rate</u>
<u>A</u>	<u>MULHERIN</u>	<u>DEBORAH</u>	<u>Tax Collector</u>	<u>A</u>	<u>6</u>	<u>\$ 31.05</u>

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<u>Classification</u>	<u>Pay Position Desc</u>
<u>A</u>	<u>TAX COLLECTOR</u>
<u>B</u>	<u>STAFF ACCOUNTANT, ADMINISTRATIVE ASSISTANT TO ASSESSING</u>
<u>C</u>	<u>AP/PAYROLL CLERK, PLANNING/CODE ASST, TAX CLERK, DEPUTY TAX COLLECTOR</u>
<u>D</u>	<u>DEPUTY TOWN CLERK</u>
<u>E</u>	<u>MAINTENANCE CUSTODIAN</u>

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**7/1/17 wage scale proposal (FY18)**

<u>years</u>	<u>START</u>	<u>3%</u>	<u>3%</u>	<u>2%</u>	<u>2%</u>	<u>1%</u>	<u>1%</u>
		<u>2-3</u>	<u>4-5</u>	<u>6-10</u>	<u>11-15</u>	<u>16-20</u>	<u>21+</u>

Grade/Step	months	0-12	13-36	37-60	61-120	121-180	181-240	241+
		0	1	2	3	4	5	6
A	-	\$23.46	\$24.16	\$24.88	\$25.38	\$25.89	\$26.15	\$26.41
B	-	\$20.40	\$21.01	\$21.64	\$22.07	\$22.51	\$22.74	\$22.97
C	-	\$17.08	\$17.59	\$18.12	\$18.48	\$18.85	\$19.04	\$19.23
D	-	\$16.32	\$16.81	\$17.31	\$17.66	\$18.01	\$18.19	\$18.37
E	-	\$15.30	\$15.76	\$16.23	\$16.56	\$16.89	\$17.06	\$17.23

Classification	Last-Name	First-Name	Pay-Position-Desc	grade	step	rate
A	MULHERIN	DEBORAH	TAX-COLLECTOR	A	6	\$29.40
B	DAVIS-MCBRIDE	ANGEL	STAFF-ACCOUNTANT	B	3	\$22.07
B	GIVEN	PAMELA	ADMIN-ASST.-TO-ASSES	B	2	\$21.64
C	SURPRENANT	CHARLENE	AP/PAYROLL-CLERK	C	3	\$18.48
C	CAMIRE	VALDINE	PLANNING/CODE-ASST.	C	2	\$18.12
C	SPRAGUE	KATHY	PLANNING/CODE-ASST.	C	0	\$17.08
C	LEDOUX	GIDGETTE	TAX-CLERK	C	1	\$17.59
D	THOMPSON	JEFFREY	PT-DEPUTY-TOWN-CLERK	D	2	\$17.31
D	LOPRESTI	CHARLENE	DEPUTY-TOWN-CLERK	D	0	\$16.32
E	KINNEY	RUSSELL	MAINTENANCE-CUSTODIAN	E	4	\$18.88
E	STEWART	DAVID	MAINTENANCE-CUSTODIAN	E	2	\$16.23

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2%

**7/1/18 wage scale proposal (FY19)**

Grade/Step	years	START	3%	3%	2%	2%	1%	1%
			months	0-12	13-36	37-60	61-120	121-180
Grade/Step	months	0	1	2	3	4	5	6
A	-	\$23.93	\$24.64	\$25.38	\$25.89	\$26.41	\$26.67	\$26.94
B	-	\$20.81	\$21.43	\$22.07	\$22.51	\$22.96	\$23.19	\$23.43
C	-	\$17.42	\$17.94	\$18.48	\$18.85	\$19.23	\$19.42	\$19.61
D	-	\$16.65	\$17.15	\$17.66	\$18.01	\$18.37	\$18.55	\$18.74
E	-	\$15.61	\$16.08	\$16.55	\$16.89	\$17.23	\$17.40	\$17.57

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Classification	Last-Name	First-Name	Pay-Position-Desc	grade	step	rate
A	MULHERIN	DEBORAH	TAX-COLLECTOR	A	6	\$29.99
B	DAVIS-MCBRIDE	ANGEL	STAFF-ACCOUNTANT	B	3	\$22.51
B	GIVEN	PAMELA	ADMIN-ASST.-TO-ASSES	B	2	\$22.07
C	SURPRENANT	CHARLENE	AP/PAYROLL-CLERK	C	3	\$18.85
C	CAMIRE	VALDINE	PLANNING/CODE-ASST.	C	3	\$18.85
C	SPRAGUE	KATHY	PLANNING/CODE-ASST.	C	1	\$17.94
C	LEDoux	GIDGETTE	TAX-CLERK	C	3	\$18.85
D	THOMPSON	JEFFREY	PT-DEPUTY-TOWN-CLERK	D	3	\$18.01
D	LOPRESTI	CHARLENE	DEPUTY-TOWN-CLERK	D	1	\$17.15
E	KINNEY	RUSSELL	MAINTENANCE-CUSTODIAN	E	4	\$19.26
E	STEWART	DAVID	MAINTENANCE-CUSTODIAN	E	2	\$16.55

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2%

**7/1/19 wage scale proposal (FY20)**

		3%	3%	3%	1%	1%	1%	
years	START	2-3	4-5	6-10	11-15	16-20	21+	
months	0-12	13-36	37-60	61-120	121-180	181-240	241+	
Grade/Step	0	1	2	3	4	5	6	
A	-	\$24.41	\$25.13	\$25.89	\$26.41	\$26.94	\$27.20	\$27.48
B	-	\$21.23	\$21.86	\$22.51	\$22.96	\$23.42	\$23.65	\$23.90
C	-	\$17.77	\$18.30	\$18.85	\$19.23	\$19.61	\$19.81	\$20.00
D	-	\$16.98	\$17.49	\$18.01	\$18.37	\$18.74	\$18.92	\$19.11
E	-	\$15.92	\$16.40	\$16.88	\$17.23	\$17.57	\$17.75	\$17.92

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Classification	Last-Name	First-Name	Pay-Position-Desc	grade	step	rate
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A	MULHERIN	DEBORAH	TAX COLLECTOR	A	6	\$30.59
B	DAVIS-MCBRIDE	ANGEL	STAFF ACCOUNTANT	B	3	\$22.96
B	GIVEN	PAMELA	ADMIN ASST TO ASSES	B	2	\$22.51
C	SURPRENANT	CHARLENE	AP/PAYROLL CLERK	C	3	\$19.93
C	CAMIRE	VALDINE	PLANNING/CODE ASST.	C	3	\$19.23
C	SPRAGUE	KATHY	PLANNING/CODE ASST.	C	1	\$18.30
C	LEDoux	GIDGETTE	TAX CLERK	C	3	\$19.23
D	THOMPSON	JEFFREY	PT-DEPUTY TOWN CLERK	D	4	\$18.74
D	LOPRESTI	CHARLENE	DEPUTY TOWN CLERK	D	1	\$17.40
E	KINNEY	RUSSELL	MAINTENANCE CUSTODIAN	E	4	\$19.65
E	STEWART	DAVID	MAINTENANCE CUSTODIAN	E	2	\$16.88

**MAINE MUNICIPAL TAX COLLECTORS' & TREASURERS' ASSOCIATION  
APPLICATION FOR CERTIFICATION  
TAX COLLECTOR**

REVISED JULY 2015

www.mmtcta.org

Date Application Received at MMA: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Date Oath of Office was taken: \_\_\_\_\_

Total Length of Service in Related Municipal Office\*: \_\_\_\_\_

\*Please include the total of all municipal years of service. (attach resume to show years of service)

Town of Service at time of application: \_\_\_\_\_

**EXHIBIT 2-MMTCTA  
CERTIFICATION FORM**

**Certification Guidelines and Requirements – TOTAL OF 100 POINTS REQUIRED FOR  
CERTIFICATION**

*When a person is appointed tax collector, one goal should be to become certified in your position. To become certified, a tax collector must complete the requirements listed on this application. The applicant must submit this completed application along with proof of the courses (attach all certificates). All the courses and training must be taken within five years of the date of the application.*

**A. MANDATORY COURSE – 60 POINTS REQUIRED**

A total of 60 points must be achieved in this category. Applicants are encouraged to take all courses at least once. The following courses are sponsored and/or presented by MMTCTA. Each course attendee will receive a certificate at the end of the class period. You must collect these certificates and attach copies of them to this application. If an applicant takes one or more of the listed courses more than once, the first attendance in a five year period will receive full consideration of 15 points. Any duplicate courses taken will be given five points only.

Mandatory Course Name	Date Attended	Points	Proof of Attendance Attached	For Certification Committee Use Only
Municipal Law for Tax Collectors	_____	_____	<input type="checkbox"/>	<input type="checkbox"/> MANDATORY COURSE POINTS (60)
Tax Liens	_____	_____	<input type="checkbox"/>	
Excise Tax	_____	_____	<input type="checkbox"/>	
MMTCTA Annual Conference	_____	_____	<input type="checkbox"/>	

**MAINE MUNICIPAL TAX COLLECTORS' & TREASURERS' ASSOCIATION  
APPLICATION FOR CERTIFICATION  
TAX COLLECTOR**

**REVISED JULY 2015**

*www.mmtcta.org*

**B. OPTIONAL COURSE – 35 POINTS REQUIRED** (Courses that are six hours in duration will be given a full 15 points each. A four hour course will be awarded 10 points. A two hour course will be awarded 5 points.)

Applicants may choose from the sample list below for optional courses. Duplicate courses will not be accepted. Applicant must provide proof of course duration.

*The following courses are samples that can be used towards certification, especially if sponsored by the MMTCTA:*

- Cash Handling
- Customer Service
- Payroll Procedures
- Bureau of Motor Vehicle Workshops and training
- MOSES training or Inland Fisheries and Wildlife training
- Cash Management
- Governmental Accounting
- I've Got the Job, Now What?

*The following courses may be used towards certification, but requires a pre-approval from the MMTCTA Certification Committee:*

- Computer classes offered by technical college
- Records Management and Retention
- Vendor Computer classes

**Any Related Course:** Credit may be given to courses that are deemed acceptable by the Certification Committee. Said courses must meet the following minimum standards:

*Curriculum offered by the course MUST relate specifically to the duties of a Tax Collector in general, AND application MUST provide proof of course duration. Home Study courses may qualify in addition to Adult Education and College. The following courses are acceptable but are limited to ONE in each category:*

- Secretarial Skills
- Report Writing
- Office Management
- Technology – including training for Word, Excel, Access, etc.
- Supervisory Skills
- Ethics

**UNACCEPTABLE COURSES:** Optional course credits WILL NOT be allowed for courses that relate explicitly to other Municipal positions (e.g. town clerk, CEO, general assistance, etc.).

Optional Course Name	Date Attended	Points	Proof of Attendance Attached	<i>For Certification Committee Use Only</i>
_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/> OPTIONAL COURSE POINTS (35)
_____	_____	_____	<input type="checkbox"/>	
_____	_____	_____	<input type="checkbox"/>	
_____	_____	_____	<input type="checkbox"/>	

**MAINE MUNICIPAL TAX COLLECTORS' & TREASURERS' ASSOCIATION  
APPLICATION FOR CERTIFICATION  
TAX COLLECTOR**

**REVISED JULY 2015**

*www.mmtcta.org*

**C. OTHER EVENT – 5 POINTS REQUIRED (see points below)**

Other Event	Date Attended	Points	Proof of Attendance Attached	<i>For Certification Committee Use Only</i>
_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/> OTHER EVENT POINTS (5)
_____	_____	_____	<input type="checkbox"/>	
_____	_____	_____	<input type="checkbox"/>	
_____	_____	_____	<input type="checkbox"/>	
_____	_____	_____	<input type="checkbox"/>	

Examples of other events include:

- Years of service in the position of Tax Collector (1 point per year)
- Published articles in the MMTCTA Newsletter (5 points per article)
- 4- year college degree in either Business Administration, Accounting, or Public Administration (5 points)
- Attendance at the MMA Convention (1 point per year – provide proof)

In order to receive certification, applicant must complete all categories listed above and have held the position of Tax Collector or other position in the Treasury Department. All accounts with the Maine Municipal Tax Collectors' and Treasurers' Association and the Maine Municipal Association must be paid in full before receiving Certification. This application **MUST** be accompanied by proof of attendance. Certificates **MUST** be attached and should be in the order in which they appear on the application. Please send copies, we cannot be responsible for the loss of original documents.

This application is submitted and I certify that the information is true and accurate as presented:

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Title of Applicant

**MAINE MUNICIPAL TAX COLLECTORS' & TREASURERS' ASSOCIATION  
APPLICATION FOR CERTIFICATION  
TAX COLLECTOR**

**REVISED JULY 2015**

*www.mmtcta.org*

*Filing deadline: April 15<sup>th</sup> for the next annual conference held each year in May.*

PLEASE SEND APPLICATION AND ACCOMPANYING CERTIFICATES TO:

Joan Kiszely/MMTCTA  
Maine Municipal Association  
60 Community Drive  
Augusta, ME 04330

<i>For Certification Committee Use Only</i>		
<b>Category</b>		<i>Does the applicant hold the position of Tax Collector?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No
A. Mandatory Course (60 points)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
B. Optional Course (35 points)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>Are all of applicant's accounts with the Maine Municipal Tax Collectors' &amp; Treasurers' Association and the Maine Municipal Association paid in full?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No
C. Other Event (5 points)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<i>Certification</i> <input type="checkbox"/> <i>Approved</i> <input type="checkbox"/> <i>Disallowed</i> <i>Date:</i> _____ <i>Reason if disallowed:</i> _____		

01/08/2021 09:36  
reg2

TOWN OF OLD ORCHARD BEACH  
Real Estate Tax Statement

P 1  
txtaxstm

PARCEL: T3195-00000-00000

LOCATION: 3 STAGECOACH DR OOV

OWNER:  
BRETON SHIRELY  
3 STAGECOACH DR  
OLD ORCHARD BEACH ME 04064

STATUS:  
SQUARE FEET 0  
LAND VALUATION 0  
BUILDING VALUATION 45,400  
EXEMPTIONS 0  
TAXABLE VALUATION 45,400  
INTEREST PER DIEM .19

LEGAL DESCRIPTION:

DEED DATE: 04/01/2019 BOOK/PAGE: PER L/ST 0 INTEREST DATE: 01/19/2021

YEAR	TYPE	BILL	BILLED	PRIN DUE	INT DUE	TOTAL DUE
2021	RE-R	2000775				
1	RE TAX AMT		350.04	350.04	7.92	357.96
2	RE TAX AMT		350.03	350.03	.00	350.03
			700.07	700.07	7.92	707.99
2020	LIEN	21				
1	REAL ESTAT		319.30	319.30	12.99	332.29
	MAIL		7.23	7.23	.00	7.23
	30 DAY FEE		3.00	3.00	.00	3.00
	LIEN COST		51.00	51.00	.00	51.00
	INT.AT LIE		8.70	8.70	.00	8.70
			389.23	389.23	12.99	402.22
			389.23	389.23	12.99	402.22
2019	LIEN	97				
1	REAL ESTAT		169.06	169.06	20.01	189.07
	MAIL		7.23	7.23	.00	7.23
	30 DAY FEE		3.00	3.00	.00	3.00
	LIEN COST		51.00	51.00	.00	51.00
	INT.AT LIE		4.47	4.47	.00	4.47
	LIEN CERT		7.23	7.23	.00	7.23
			241.99	241.99	20.01	262.00
			241.99	241.99	20.01	262.00



01/08/2021 09:36  
reg2

TOWN OF OLD ORCHARD BEACH  
Real Estate Tax Statement

P 2  
txtaxstm

YEAR TYPE	BILL	BILLED	PRIN DUE	INT DUE	TOTAL DUE
INST CHARGE					
-----					
GRAND TOTALS		1,331.29	1,331.29	40.92	1,372.21

### **Agenda Item #7352**

**Discussion with Action:** Authorize the Treasurer, per 36 M.R.S.A., subsection 944, to record a waiver of foreclosure in the Registry of Deeds for the property at 4 Bayberry Drive, Assessor's Record T1055, Joshua Tremblay and Danielle Goss, Owner.

**Background:** *(Tax statement for 4 Bayberry Drive attached)*

Under state law properties that have outstanding liens that are 18 months in duration are automatically foreclosed by the municipality. If the municipality determines that it is not in the best interest to acquire the property because it would be burdensome due to condition the Town Council may vote to have a waiver of foreclosure recorded with the Registry of Deeds. Because of the age and condition of this mobile home staff recommends that Council direct the Treasurer to record a waiver with the Registry. The liens remain in place until they are paid in full to the Town.

**Motioned by:** Councilor Blow

Chair O'Neill asked if item was not ready to be put in front of council. Town Manager Mead confirmed that the owner came in to pay 2019 taxes and therefore not in jeopardy of foreclosure at this time.

**Seconded by:** Councilor Reid

**Vote:** 5-0

### **Agenda Item #7353**

**Discussion with Action:** Authorize the Treasurer, per 36 M.R.S.A., subsection 944, to record a waiver of foreclosure in the Registry of Deeds for the property at 10 Beechplum Drive, Assessor's Record T0880, Cynthia Curran, Owner

**Background:** *(Tax statement for 10 Beechplum Drive attached)*

Under state law properties that have outstanding liens that are 18 months in duration are automatically foreclosed by the municipality. If the municipality determines that it is not in the best interest to acquire the property because it would be burdensome due to

condition the Town Council may vote to have a waiver of foreclosure recorded with the Registry of Deeds. Because of the age and condition of this mobile home staff recommends that Council direct the Treasurer to record a waiver with the Registry. The liens remain in place until they are paid in full to the Town.

**Motioned by:** Councilor Kelley

**Seconded by:** Councilor Reid

**Vote:** 5-0

01/08/2021 09:37  
reg2

TOWN OF OLD ORCHARD BEACH  
Real Estate Tax Statement

P 1  
txtaxstm

PARCEL: T1055-00000-00000

LOCATION: 4 BAYBERRY DR OOV

OWNER:  
TREMBLAY JOSHUA &  
GOSS DANIELLE L  
4 BAYBERRY DR OOV  
OLD ORCHARD BEACH ME 04064

STATUS:  
SQUARE FEET 0  
LAND VALUATION 0  
BUILDING VALUATION 38,700  
EXEMPTIONS 0  
TAXABLE VALUATION 38,700  
INTEREST PER DIEM .31

LEGAL DESCRIPTION:

DEED DATE: 04/01/2018 BOOK/PAGE: PER L/ST 0 INTEREST DATE: 01/19/2021

YEAR	TYPE	BILL	BILLED	PRIN DUE	INT DUE	TOTAL DUE
2021	RE-R	2006268				
1	RE TAX AMT		298.38	298.38	6.75	305.13
2	RE TAX AMT		298.37	298.37	.00	298.37
			596.75	596.75	6.75	603.50
2020	LIEN	244				
1	REAL ESTAT		544.05	544.05	22.14	566.19
	MAIL		7.23	7.23	.00	7.23
	30 DAY FEE		3.00	3.00	.00	3.00
	LIEN COST		51.00	51.00	.00	51.00
	INT.AT LIE		24.31	24.31	.00	24.31
			629.59	629.59	22.14	651.73
			629.59	629.59	22.14	651.73
2019	LIEN	174				
1	REAL ESTAT		537.03	537.03	63.56	600.59
	MAIL		7.23	7.23	.00	7.23
	30 DAY FEE		3.00	3.00	.00	3.00
	LIEN COST		51.00	51.00	.00	51.00
	INT.AT LIE		23.59	23.59	.00	23.59
	LIEN CERT		7.23	7.23	.00	7.23
			629.08	629.08	63.56	692.64
			629.08	629.08	63.56	692.64

01/08/2021 09:37  
reg2

TOWN OF OLD ORCHARD BEACH  
Real Estate Tax Statement

P 2  
txtaxstm

YEAR TYPE	BILL	BILLED	PRIN DUE	INT DUE	TOTAL DUE
INST CHARGE					
-----					
GRAND TOTALS		1,855.42	1,855.42	92.45	1,947.87

01/08/2021 09:57  
reg2

TOWN OF OLD ORCHARD BEACH  
Real Estate Tax Statement

P 1  
txtaxstm

PARCEL: T0880-00000-00000

LOCATION: 10 BEECHPLUM DR PGV

OWNER:  
CURRAN CYNTHIA & JORDAN ANNETTE  
10 BEECHPLUM DR  
OLD ORCHARD BEACH ME 04064

STATUS:  
SQUARE FEET 0  
LAND VALUATION 0  
BUILDING VALUATION 37,700  
EXEMPTIONS 0  
TAXABLE VALUATION 37,700  
INTEREST PER DIEM .12

LEGAL DESCRIPTION:  
& TOWN OOB QC DEED BK 6842 PG 89

DEED DATE: 02/14/2005 BOOK/PAGE: NONE/ONE INTEREST DATE: 01/19/2021

YEAR	TYPE	BILL	BILLED	PRIN DUE	INT DUE	TOTAL DUE
2021	RE-R	2001458				
1	RE TAX AMT		290.67	290.67	6.58	297.25
2	RE TAX AMT		290.66	290.66	.00	290.66
			581.33	581.33	6.58	587.91
2019	LIEN	39				
1	REAL ESTAT		261.63	261.63	30.97	292.60
	MAIL		7.23	7.23	.00	7.23
	30 DAY FEE		3.00	3.00	.00	3.00
	LIEN COST		51.00	51.00	.00	51.00
	INT.AT LIE		6.92	6.92	.00	6.92
	LIEN CERT		7.23	7.23	.00	7.23
			337.01	337.01	30.97	367.98
			337.01	337.01	30.97	367.98
GRAND TOTALS			918.34	918.34	37.55	955.89

## Agenda Item #7354

**Discussion with Action:** To approve the proposal from Connectivity Point Design and Installation, LLC in the amount of \$6,595.47 for the network cabling work at the Recreation Community Building at the Ballpark from account number 20118-50350 Contingency, with a balance of \$128,660.95.

**Background:** *(quote attached)*

### Town of Old Orchard Beach

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**Treasurer - Finance Director**

OOB Town Hall  
1 Portland Avenue  
OOB, ME 04064

**Diana H. Asanza**

Telephone: (207) 937-5622  
Fax: (207) 937-5722  
Email: [dasanza@oobmaine.com](mailto:dasanza@oobmaine.com)

January 8, 2021

TO: Larry S. Mead, Town Manager  
FROM: Diana H. Asanza, Treasurer – Finance Director RE: Recreation Community Building at the Ballpark

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Larry,

Attached is the proposal in the amount of \$6,595.47 from Connectivity Point Design and Installation, LLC for the network cabling project at the Recreation Community Building at the Ballpark. This cabling will provide the necessary IT network capabilities now that the Recreation Department has moved there full time. Also, this will provide the networking needs in available office space for the General Assistance Administrator so that she will be able to meet safely with clients.

We met with Connectivity Point Design, Eagle Network Solutions (IT service partner), Bill Botting, and staff to develop a plan and ensure that all needs are met. The proposal includes cabling for desktop computers, phones, wireless internet access, printers, and a firewall that will support not only the current

operation but any foreseeable future needs of this building.

Based on the amount I recommend the funding for this work to come from contingency 20118-50350 with a balance of \$128,660.95.

Respectfully,

Diana H. Asana

**Motioned by:** Councilor Tousignant

Town Manager Mead explained that with the Recreation Department moving to the Ballpark and to maintain effectiveness of duties, it was necessary to improve the cabling and connectivity points within the building. Moreover, there is a look into the future of having the General Assistance Department move to the Ballpark in the future.

**Seconded by:** Councilor Blow

**Vote:** 5-0

#### **Agenda Item #7355**

**Discussion with Action:** Move Warren “Todd” Bassett from Deputy Warden to Election Warden. Appoint Jennifer Hayes as Deputy Election Warden, both terms to expire October 29<sup>th</sup>, 2021.

**Motioned by:** Councilor Reid

**Seconded by:** Councilor Kelley

**Vote:** 5-0

#### **Agenda Item #7356**

**Discussion with Action:** Appoint Holly Korda as a regular member of the Finance Committee, term to expire December 31<sup>st</sup>, 2021. *\*Application on file in Town Clerk's Office*

**Motioned by:** Councilor Tousignant

**Seconded by:** Councilor Blow

**Vote:** 5-0



## PROPOSAL/QUOTE

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**CLIENT:** Town of Old Orchard Beach

**PROPOSAL/QUOTE DATE:** 12/28/2020

**PROPOSAL/QUOTE NUMBER:** 8202003505 Rev A

**PROJECT NAME:** Community Building – Network Cabling

**PROJECT ADDRESS:** 7 Ballpark Way Old Orchard Beach, ME

### BACKGROUND

Connectivity Point Design and Installation, LLC. (CPDI) is pleased to submit for your review and approval the following budgetary proposal.

CPDI has provided pricing for both CMP Plenum and CMR riser rated cabling for consideration. Please contact us with any questions you may have during your review.

### OVERVIEW

CPDI will provide **IT Communications Network Cabling** installation services for the **Town of Old Orchard Beach** at the **7 Ballpark Way Community Building Old Orchard Beach, ME.**

We have prepared our proposal with the following exceptions and assumptions that the following work will be performed by others:

- ~~A ground bar and connection to ground will be provided and installed in the telecom rooms.~~
- ~~Plywood backboards as needed.~~
- This proposal assumes walls are fishable at each proposed outlet location.
- Uninterruptible power supplies (UPS) are not included in this proposal. These devices can be provided once the power requirements and run time information is provided.
- Patch cords and patch cord installation is not included.
- No demolition or cable removal has been included in this pricing.
- No backbone cabling specified or included.

## PROPOSAL/QUOTE

### SCOPE OF WORK

#### Horizontal Cabling:

CPDI will provide and install Category 6 UTP (unshielded twisted pair) Plenum or riser rated cable from proposed MDF to outlets detailed below.

Furnish and install the following items in the MDF.

- ~~• 1 - Chatsworth 11790-725, 12U Wall Mount Swing Gate Rack with mounting and grounding hardware.~~
- 1 - Uniprise UNP-6-DM-1U-24, 24 Port CAT 6 Patch Panel (CAT 6 voice and data cabling).
- 1 - Chatsworth 30139-719, 1U Horizontal Wire Managers.
- ~~• 1/2 Sheet 3/4" Plywood Backboard unpainted with mounting hardware.~~
- Assumes ground bar provided and installed by others.

#### Horizontal Cabling:

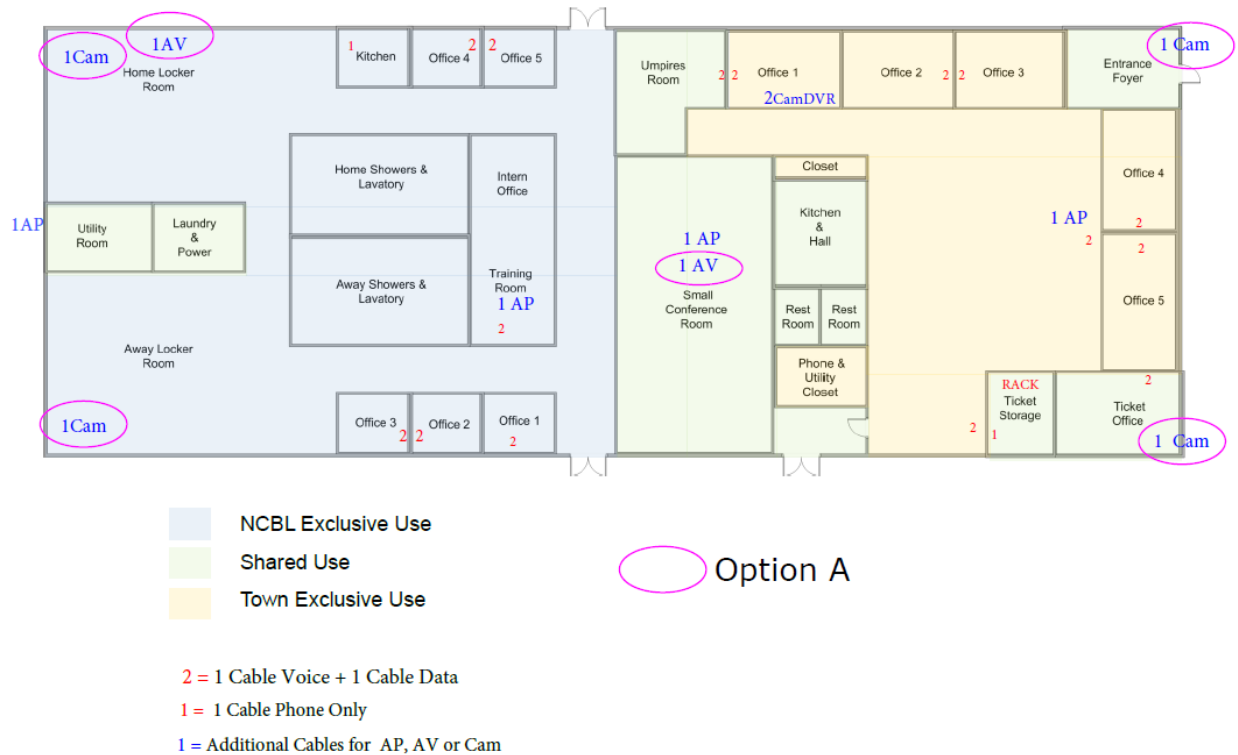
CPDI will provide, install, terminate and test Category 6 cabling distributed from the MDF as noted below:

IT Room/Outlet Location	1 CAT 6 Wall Phone	2 CAT 6 Data	1 CAT 6 WAP	TOTAL
MDF / First Floor	2	16	4	19
<b>Total Locations</b>	<b>2</b>	<b>16</b>	<b>4</b>	<b>19</b>
<b>Total CAT 6 Cables</b>	<b>2</b>	<b>32</b>	<b>4</b>	<b>38</b>

- All Category 6 cables will be terminated onto a rack mounted Category 6 patch panel at the MDF location.
- Furnish and install single gang thermoplastic faceplates color to be determined for each outlet location specified.
- Each Category 6 cable will be terminated with a Category 6 jack (color to be determined) and tested to Category 6 specifications.
- No patch cords or patching labor has been included.
- CPDI assumes walls are fishable, no surface mount molding has been included.

#### Rev A

- Change wall rack to a 2-post rack with cable runway kit.
- Rack to be bolted to floor.
- Electrician to bring #6 THHN ground cable to new designated IT Room next to Ticket Office.
- A new INTERSYSTEM BONDING TERMINATION BAR will be connected to the ground cable and bond the 2-post rack to IBTB.

**PROPOSAL/QUOTE**

**Option A – Cables for Future AV & Cameras**

- Price the 2 AV for Projector/Display locations and 4 Camera cables for future in each corner of bldg.

**ESTIMATOR:** Ken Maker / Kim Dunlap

## PROPOSAL/QUOTE

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### NOTES AND EXCLUSIONS

The following activities are not included unless specifically listed in the above-detailed Scope of Work; and if required, additional charges may apply:

- The quoted price does NOT reflect prevailing wage.
- No cable removal is included in this proposal/quote.
- No wiring permit is included in this proposal/quote.
- No State Sales Tax has been included.
- All work is scheduled for regular business hours.
- Technicians must have free and clear access to all areas being cabled.
- Improvement to building grounding system.
- Underground trenching or boring.
- Concrete/asphalt cutting or patching.
- Architecture or Engineer design or Consulting fees.
- Engineered stamped drawings.
- Cutting, patching, painting.
- All electrical is provided and installed by others.
- Any changes to the scope of work must be submitted in writing prior to the work being performed.
- This proposal/quote does not include labor to move furniture, PC or other end-user equipment that will preclude CPDI from performing their duties.
- No lift is included in this proposal/quote.
- Proposal is for Category 6 Plenum CMP or riser CMR rated cable.
- This proposal/quote assumes wall locations to be fishable.
- Proposal/quote does not include conduit, through wall sleeves, through floor sleeves, core holes, fire-stopping, wire mold, cable tray, or mounting plywood.
- It is assumed that any voice cross-wiring will be performed by others (if applicable).
- No electronic equipment (e.g. network switches; media transceivers; telephone system) is included in this proposal/quote.
- All areas to be free of asbestos and lead-based paint.

## PROPOSAL/QUOTE

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### GENERAL TERMS AND CONDITIONS

- Unless otherwise included in the pricing table below, the amounts outlined in this Proposal/Quote are exclusive of all city, state and federal excise taxes, including, without limitation, taxes on manufacture, sales, receipts, gross income occupation, use, and similar taxes. Whenever applicable, any tax or taxes shall be added to the invoice as a separate charge to be paid by the Owner.
- Additions to this proposal/quote will be priced separately as Change Orders.
- Unless otherwise agreed upon, 25% will be invoiced upon contract award, 50% upon material delivery to the job site, and 25% upon completion. Payment is due net thirty days.
- If unknown conditions affect Connectivity Point's ability to complete the work for the stated price, that is not the fault of Connectivity Point, we will suspend work and notify the owner immediately.
- CPDI shall conduct itself in a manner that is compliant with OSHA. Likewise, Owner must notify CPDI, in advance of CPDI commencing its work pursuant to this proposal/quote, of any present or potentially hazardous condition located at the job site(s) at which CPDI will perform its work. The owner is obligated to provide a worksite that is OSHA compliant.
- The proposal/quote is valid for 30 days from the date below. After this date please contact CPDI to confirm that the quoted price can be honored.
- Owner shall hold harmless and indemnify CPDI and its respective officers, directors, employees and agents from and against any claim, loss, damages, and liability pertaining to bodily injury, property damage, personal injury, governmental fines or assessments or any other type of claim, arising out of or occurring in connection with the services provided by CPDI pursuant to this proposal/quote except to the extent to have resulted from the negligence of CPDI. Such indemnification shall include but not be limited to attorneys' fees incurred in defending such claims. Owner specifically waives any statutory immunity conferred upon it as an employer under any workers' compensation act (including but not limited to the Maine Workers' Compensation Act, 39-A M.R.S.A. §104, and its successors, the New Hampshire Workers' Compensation Act and the Massachusetts Workers Compensation Act).

### PROJECT STANDARDS/QUALITY ASSURANCE

- All cables will be tested to the applicable performance standard.
- Test results will be provided to the owner in a digital format suitable for printing.
- All faceplates and patch panels will be mechanically labeled with plastic-type label tape.
- A hand-drawn As Built will be left at the job site for the customer's use.
- Cables can be mechanically labeled at each end, if desired, at an additional charge.
- CPDI has certified structured cabling, fiber, and data center staff to support your design and installation needs.
  - Registered Communications Distribution Designers (RCDD), BICSI
- CPDI has certified Systems Engineers for all your telephony system requirements.
  - Allworx, Mitel, NEC
- CPDI has certified security staff to support your design and installation needs.
  - Kantech, Keyscan, DSC, exacqVision, Axis, Avigilon, Hikvision
- CPDI has certified audio-visual staff to support your design and installation service needs.
  - Atlona Certified Technologist, Barco Unisee Specialist, Biamp TesireForte, Biamp VoIP, CTS, CTS, DMC-D-4K, Clearone ProAudio Specialist, Crestron CCT-001, Crestron DMC-E-4K, Crestron RL101, Crestron Programming 1, Dante Level 1 & 2, Extron AV Associate, Exxtron GC3 Control Associate, Extron School of Emerging Technologies, Lightspeed TopCat Certified, Lutron Lighting, Mersive Solsticec Part 1, Vaddio Audio-Visual Bridge Matrix Pro, Vaddio AutoTrak 2.0

**PROPOSAL/QUOTE**
**INVESTMENT SUMMARY CMP Plenum- Rev A**

Labor	\$3,360.00
Material	\$3,235.47
<b>Sub-Total</b>	<b>\$6,595.47</b>
Sales Tax	\$0.00
Service Provider Tax	\$0.00
<b>Total</b>	<b>\$6,595.47</b>

The total lump sum for this proposal/quote is **\$6,595.47** which includes all material, labor, equipment, supplies, travel expenses and misc. expenses. Excluded from this proposal/quote are any adds, moves, or changes during the project, which will be billed separately from the original proposal/quote.

**INVESTMENT SUMMARY CMR Riser -Rev A**

Labor	\$3,360.00
Material	\$2,423.47
<b>Sub-Total</b>	<b>\$5,783.47</b>
Sales Tax	\$0.00
Service Provider Tax	\$0.00
<b>Total</b>	<b>\$5,783.47</b>

The total lump sum for this proposal/quote is **\$5,783.47** which includes all material, labor, equipment, supplies, travel expenses and misc. expenses. Excluded from this proposal/quote are any adds, moves, or changes during the project, which will be billed separately from the original proposal/quote.

**Option A Cables for Future AV & Cameras**

Labor	\$560.00
Material	\$371.85
<b>Sub-Total</b>	<b>\$931.85</b>
Sales Tax	\$0.00
Service Provider Tax	\$0.00
<b>Total</b>	<b>\$931.85</b>

**Alternative financial options available. Please contact your Account Executive for more information.**

**AUTHORIZATION**

Dear Town of Old Orchard Beach,

PROPOSAL/QUOTE NUMBER: 8202003505 Rev A

By signing below, I am accepting this proposal/quote and the attached terms and conditions.

Customer Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Customer Print Name: \_\_\_\_\_ Customer Title: \_\_\_\_\_

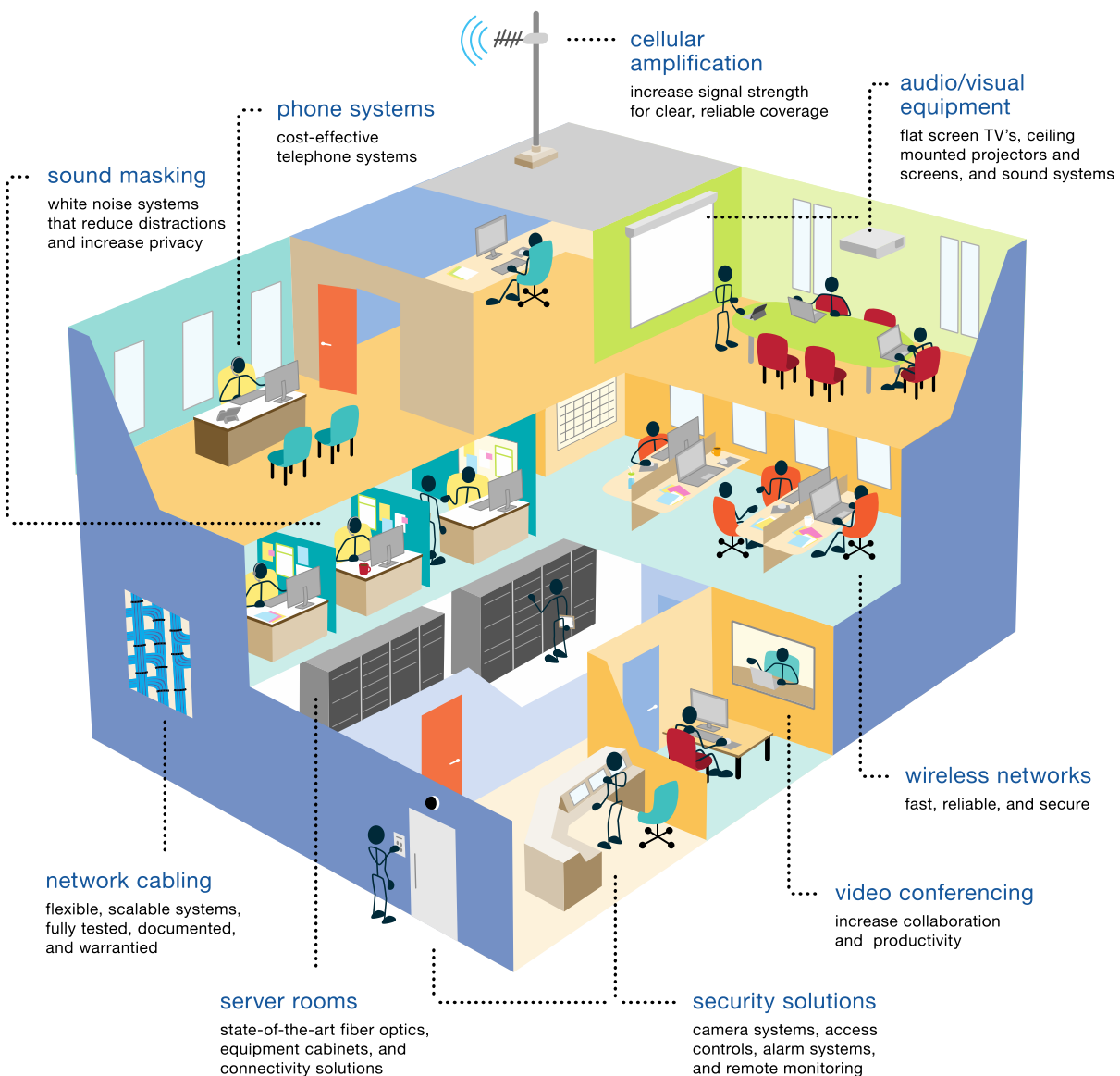
# PROPOSAL/QUOTE

Connectivity Point Design & Installation, LLC.

*Bill Paradis*

CPDI Authorized Signature, Date 12/28/2020

CPDI Print Name: Bill Paradis Title: Account Executive



### **Agenda Item #7357**

**Discussion with Action:** Consider adoption of a Memorandum of Understanding with the Southern Maine Solar Collaboration.

**Background:** *(see attached slide deck)*

This proposal would lower the Town's electricity costs through a cooperative arrangement with several other Southern Maine municipalities to obtain solar energy credits. To promote alternative energy production the State enacted a program last year that lowers the energy bill of consumers through a purchasing arrangement between the developers of solar energy facilities, utility companies and consumers. Entering into a cooperative agreement with other municipalities will provide better pricing because the combined energy demand will result in better pricing and, therefore, greater savings. The Town can withdraw from the agreement at any time.

**Motioned by:** Councilor Blow

**Seconded by:** Councilor Tousignant

**Vote:** 5-0

### **Agenda Item #7358**

**Discussion with Action:** Grant the authority to the Finance Director-Treasurer to disburse payroll checks with only one Town Councilor's signature in accordance with M.R.S.A. Title 30-A, Section 5603(2)(A)(1).

**Background:** *(policy of disbursement attached)*

**Motioned by:** Councilor Blow

**Seconded by:** Councilor Kelley

**Vote:** 5-0





## **SOUTHERN MAINE SOLAR COLLABORATIVE**

### **MEMORANDUM OF UNDERSTANDING**

**Between**

**Southern Maine Planning and Development Commission (SMPDC) and the member municipal governments listed in Appendix A – Member List**

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the Southern Maine Solar Collaborative (SMSC) members to carry out a joint procurement of a master Net Energy Billing Contract Agreement through the Maine Net Energy Billing program.

#### **1. Background**

The Maine Net Energy Billing program allows municipalities to offset their electricity bills using the output from small renewable generators such as solar farms. Many of our municipalities are being approached by solar developers with offers for Net Energy Billing Contract Agreements (NEBCAs). The SMSC is looking for opportunities to reduce costs and enhance efficiencies for municipal service costs by collaborating on a joint procurement of a master NEBCA that can be adopted by Member municipalities.

#### **2. Purpose**

The SMSC has agreed to participate in a shared, voluntary, cooperative initiative to implement a joint procurement process for a master NEBCA that may be adopted by all participating Members. Advantages to a collaborative procurement process include: better pricing options enabled by larger procurement; reduced municipal staff time; competitive contract terms; and peer learning and support. The SMSC is a voluntary arrangement between Members. This MOU address the collaborative NEBCA procurement initiative of all SMSC Members and does not address any existing or future initiatives that may be conducted by individual Members in parallel to this joint initiative.

#### **3. Governance**

The SMSC will be led and coordinated by SMPDC staff currently represented by Karina Graeter, Sustainability Coordinator, and Lee Jay Feldman, Director of Planning. SMSC Member municipality representatives will make up the Joint Procurement Committee, chaired by the SMPDC representatives. The Joint Procurement Committee will collectively establish meeting schedules and administrative protocols for managing the collaborative NEBCA procurement and resulting master NEBCA framework.

#### **4. SMPDC Responsibilities**

SMPDC representatives will be responsible for the following tasks:

- Coordinating and leading virtual or in person meetings of the SMSC and Joint Procurement Committee
- Working with individual towns to provide technical assistance and collect electricity use data
- Writing and publishing the Request for Proposals (RFP) on behalf of the SMSC

- 
- Managing the RFP bid process
  - Coordinating with SMPDC's legal team to review the RFP and selected master NEBCA framework
  - Presenting to town boards to support and advise on the adoption of the MOU and individual NEBCAs.

#### **5. Member Responsibilities**

The SMSC Members will, subject to extenuating circumstances such as municipal council spending limits and approvals and compliance with legal requirements including authorization of agreements, honor their commitments to participate in the SMSC initiative. Among other things, Member representatives will be involved in developing requirements and specifications, developing evaluation criteria, and participating in proposal evaluations. Individual Members will be responsible for entering into, administering and paying for their own discrete NEBCAs under the resulting master NEBCA framework.

#### **6. Reporting**

The SMPDC representatives will report to the Joint Procurement Committee monthly, providing an overview of progress on the SMSC initiative.

#### **7. Funding**

SMPDC SMSC staffing will be funded through SMPDC dues and other organizational funding sources as required. SMPDC will pursue additional funding through commissions from the successful solar provider to support administering the program on behalf of the SMSC Communities. Municipalities shall pay for their own direct costs under the NEBCAs.

#### **8. Liability**

No member shall have responsibility for the action, omission, or liability of any other SMSC Member. Each Member will be responsible for its own procurement commitments and the resulting NEBCAs under the master NEBCA framework.

#### **9. Term**

This MOU may be modified by mutual consent of the SMSC. This MOU shall become effective upon signature by the authorized officials from the SMSC and will remain in until the completion of the RFP process.

Any member can choose to terminate its participation in the SMSC by providing written notice to the SMPDC representatives.

#### **10. Governing Law**

This MOU shall be governed by and subject to the laws of the State of Maine.

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\_\_\_\_\_ Date:

(Member signature)

(Member name, organization, position)

\_\_\_\_\_ Date:

(Member signature)

(Member name, organization, position)

\_\_\_\_\_ Date:

(Member signature)

(Member name, organization, position)

\_\_\_\_\_ Date:

(Member signature)

(Member name, organization, position)

\_\_\_\_\_ Date:

(Member signature)

(Member name, organization, position)

\_\_\_\_\_ Date:

(Member signature)

(Member name, organization, position)

\_\_\_\_\_ Date:

(Member signature)

(Member name, organization, position)

\_\_\_\_\_ Date:

(Member signature)

(Member name, organization, position)

\_\_\_\_\_ Date:

(Member signature)

(Member name, organization, position)

\_\_\_\_\_ Date:

(Member signature)

(Member name, organization, position)

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## **Appendix A – Member List**

Town of Fryeburg

Town of Kittery

Town of Kennebunkport

Town of Ogunquit

Town of Old Orchard Beach

Town of Waterboro

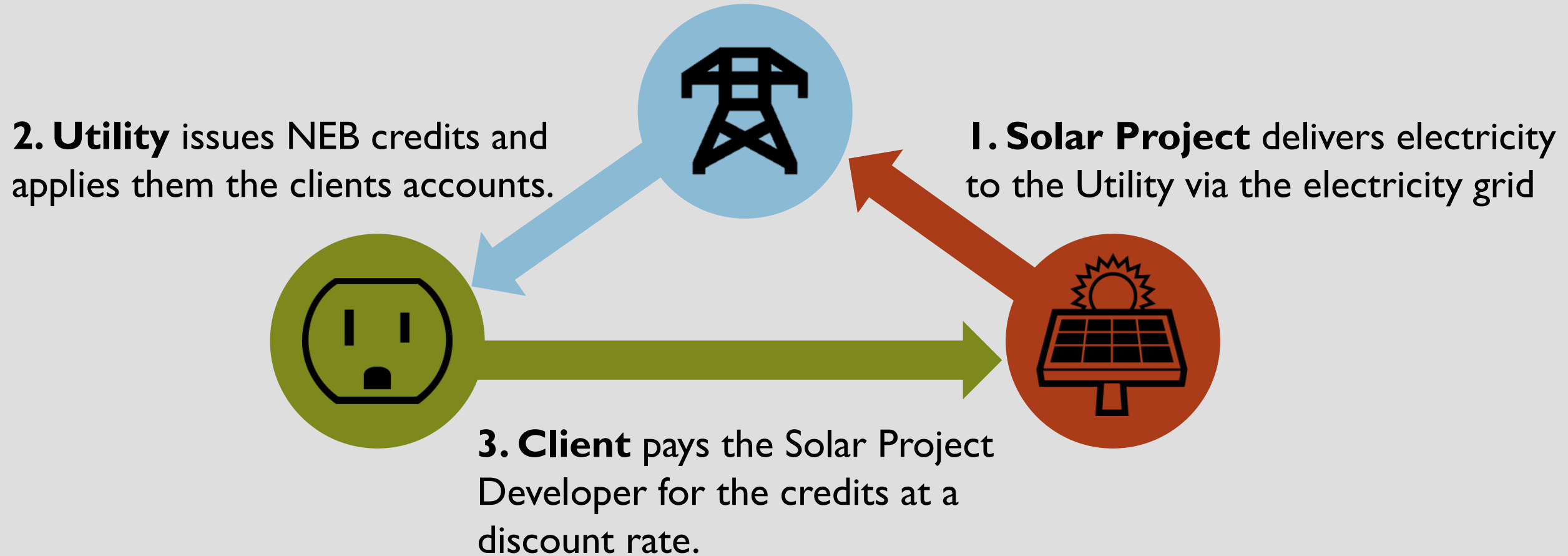
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## **MOU for Southern Maine Solar Collaborative**

**Joint procurement opportunity for  
Maine Net Energy Billing Program**

LD1711 allowed for new Net Metering Billing Program that allows municipalities to purchase Net Energy Billing Credits (NEBCs).





# Net Energy Billing Contract Agreement

- Developer finances, constructs, owns and operates the solar facility
  - Solar farm can be anywhere within CMP territory
- Town enters a NEBCA: legal agreement to purchase NEB credits from the solar development at a significant discount (20 yr contract)
- NEB program offers opportunity to decrease electricity costs while supporting solar power generation in Maine

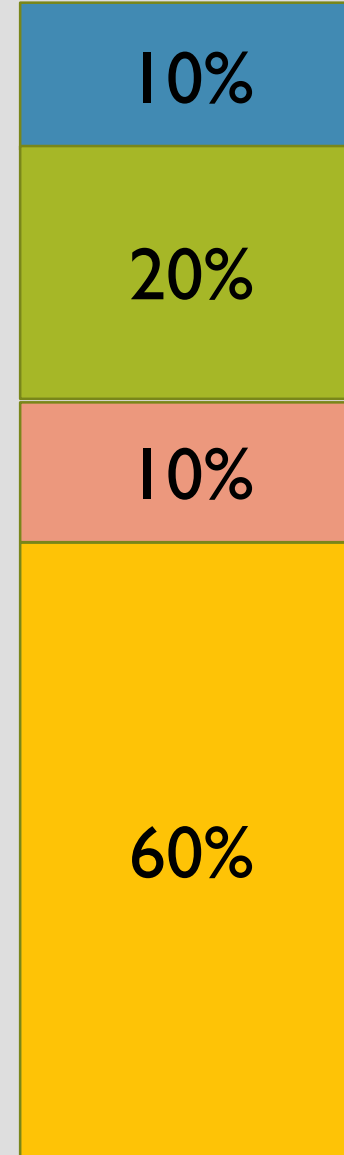
# Where does Net Energy Billing fit into municipal energy goals?

OOB  
electricity use



KWh per  
year

One piece of multiple  
strategies to get  
reduce electricity  
costs and emissions



Other solar or future  
offshore wind?

Energy efficiency projects

Rooftop/ground mount  
solar at public facilities

Net Energy Billing Credits



## OOB electricity savings estimates

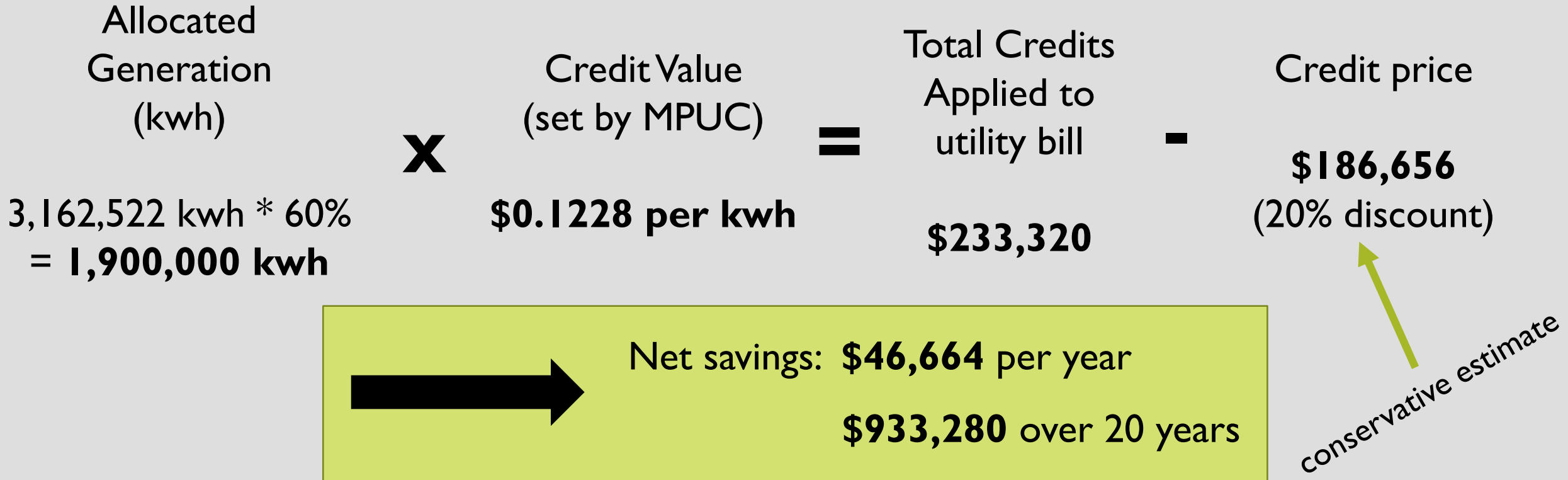
In 2019, Town of Old Orchard Beach:

- Used **3,162,522** KWh of electricity
- Spent **\$439,660** on electricity  
(**\$232,438** on buildings & **\$207,232** on streetlights)

Example: OOB signs a NEB credit agreement to buy enough credits to account for 60% of town's electricity use.

(leaves room for streetlight LED upgrades, energy efficiency, rooftop solar, etc.)

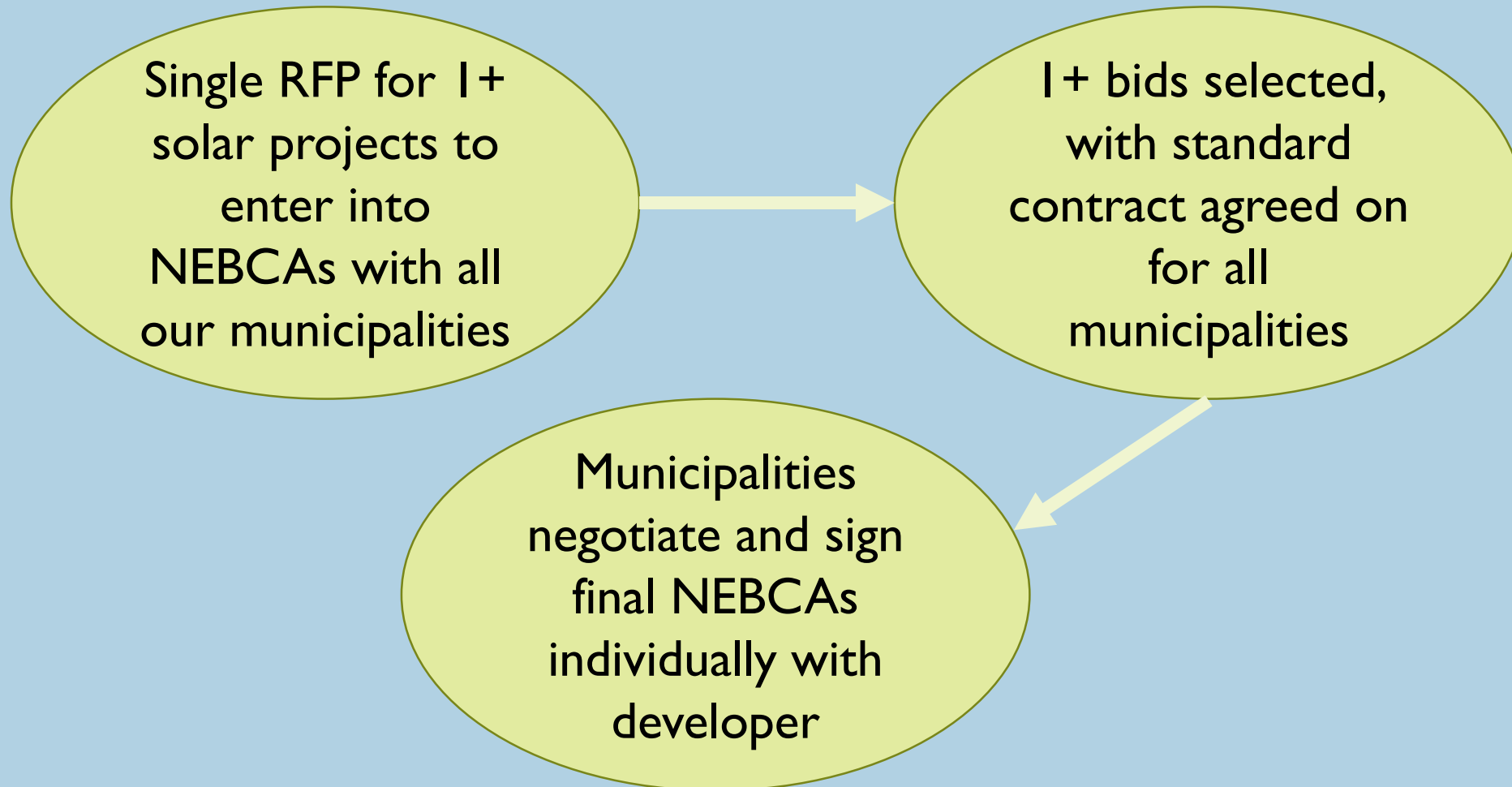
# OOB electricity savings estimates



Example: OOB signs a NEB credit agreement to buy enough credits to account for 60% of town's electricity use.

# Southern Maine Solar Collaborative:

A multi-town effort to use cooperative purchasing to negotiate a Net Energy Billing Credit Agreement for all participating towns



# Why work together?

- Better pricing options enabled by larger procurement
- Reduced staff time needed to run an individual RFP process or evaluate options
- Competitive contract terms (performance guarantees, termination options, RECs)
- Peer learning and support
- Allows for communities with smaller usage to participate

# Next Step today: Memorandum of Understanding

“Sets forth the terms and understanding between the Southern Maine Solar Collaborative (SMSC) members to carry out a joint procurement of a master Net Energy Billing Contract Agreement through the Maine Net Energy Billing program.”

- A short-term agreement with no financial obligations or obligation for the town to execute a final NEBCA
- Shows potential bidders that the group is committed to working together to participate in Maine’s Net Energy Billing Program



TOWN OF

*Old Orchard Beach*

A FOUR SEASON COMMUNITY



## TOWN OF OLD ORCHARD BEACH

### POLICY ON TREASURER'S DISBURSEMENT WARRANTS FOR EMPLOYEE WAGES AND BENEFITS

**Purpose.** This policy allows designated municipal officers (selectmen or councilors), acting on behalf of the full board of municipal officers, to review, approve, and sign municipal treasurer's disbursement warrants, for wages and benefits only.

Policy is additional to, not in lieu of, majority power. Nothing in this policy is intended to replace the authority of the full board of municipal officers, acting by majority vote, to act on any treasurer's warrant, including warrants for wages and benefits.

**Delegation of authority.** Pursuant to 30-A, M.R.S.A., Section 5603(2)(A)(1), the following authority is granted with respect to treasurer's disbursement warrants for municipal employee wages and benefits only:

- Current municipal officers. The municipal officers in office at the time of execution of this policy are: Chair Shawn O'Neill, Vice-Chair Michael Tousignant, Councilor Kenneth Blow, Councilor Jay Kelley, and Councilor V. Louise Reid.
- Any one of the municipal officers named above, acting alone, may review, approve, and sign such warrants.

**Effective date.** This policy becomes effective on the date indicated below.

**Copies.** The Chair of the municipal officers will furnish copies of this policy to the municipal clerk and to the municipal treasurer. If the clerk and the treasurer are the same person, a copy shall nonetheless be provided to that person in each capacity.

**Lapse.** This policy lapses one year after its effective date, if not sooner amended or canceled.

**Renewal.** This policy may be renewed at any time before its lapse. Thereafter, it may be readopted at any time. Any renewal is valid for one year from its effective date, unless a sooner date of expiration is specified.

**Reminder.** If the municipal treasurer is an appointed official, the treasurer shall remind the municipal officers to consider renewing this policy annually before it lapses. If the municipal treasurer is an elected official, the treasurer is requested to provide such an annual reminder.

Original. The Chair of the municipal officers will maintain the original of this policy on file unless the municipal clerk is an appointed official, in which case the clerk shall maintain it on file, if requested to do so by the Chair.

Dated:

\_\_\_\_\_,  
2021:

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Municipal Officers

## **Agenda Item #7359**

**Discussion with Action:** Re-appoint Kim McLaughlin as Registrar of Voters, term to expire December 31<sup>st</sup>, 2022.

**Motioned by:** Councilor Tousignant

**Seconded by:** Councilor Kelley

**Vote:** 5-0

### **ADJOURNMENT**

**Motioned by:** Councilor Blow

**Seconded by:** Councilor Kelley

**Vote:** 5-0

The Town Council adjourned their meeting at 7:27pm, Tuesday, January 19<sup>th</sup>, 2021.