



TOWN OF KENNEBUNKPORT, MAINE

**Board of Selectmen Agenda
August 12, 2021 @ 6:00 PM
VIRTUAL MEETING VIA ZOOM**

Ways to join this webinar:

Join by **computer or mobile device** and click on: <https://us06web.zoom.us/j/85048156370>
or go to **ZOOM** and enter the **webinar ID: 850 4815 6370**

By **phone** 1 (929) 205 6099 US

International numbers available: <https://us06web.zoom.us/j/85048156370>

1. Call to Order.
2. Approve the July 22, 2021, selectmen meeting minutes.
3. Public Forum (This is an opportunity for anyone who wants to address the Board of Selectmen with any issue that is not on the agenda.)
4. Consider renewal liquor license application submitted by Breakwater Inn & Spa, 127 Ocean Avenue.
5. Approve street opening permit submitted by Marlene Raum, 24 Main Street, to replace water line as recommended by KKW.
6. Consider requests for FY2021 carry forwards.
7. Award bid for Village Parcel Engineering Services.
8. Award bid for a Reversible One-Way Highway Plow.
9. Discussion regarding proposed change to location of Cape Porpoise Pump Station.
10. Authorize Bond Resolution for Communications Tower Project.
11. Authorize Bond Resolution for Wastewater Capital Projects.
12. Consider offer from Kennebunkport Climate Initiative for the purchase of Town land.
13. Request from C.R. Bryant regarding a handicapped parking space along 2 Mast Cove Lane.
14. Authorization of Union Contract for July 1, 2021 – June 30, 2024.

15. Other business.
 - a. Request to seek legal advice regarding the recall of school board officials.
 - b. Vote for MMA Vice-President and Executive Committee members.
 - c. Dividend from Insurance Pool.
 - d. Update on Colony Beach jetty repairs.
16. Approve the August 12, 2021, Treasurer's Warrant.
17. Adjournment.

AGENDA ITEM DIVIDER

Town of Kennebunkport
Board of Selectmen Meeting VIA Zoom
July 22, 2021
6:00 PM

MINUTES

Selectmen attending via Zoom: Sheila Matthews-Bull, Allen Daggett, Patrick Briggs, D. Michael Weston, and Edward Hutchins.

Others attending via Zoom: Laurie Smith, David Powell, Tracey O’Roak.

1. Call to Order

Selectman Matthews-Bull called the meeting to order at 6:00 PM. She took roll call of Selectmen present: Allen Daggett, Patrick Briggs, Michael Weston, Edward Hutchins, and Sheila Matthews-Bull.

2. Approve the July 8, 2021, selectmen meeting minutes.

Motion by Selectman Hutchins, seconded by Selectman Briggs, to approve the July 8, 2021, selectmen meeting minutes. **Roll Call Vote:** Briggs, Hutchins, Weston, Daggett and Matthews-Bull. **Voted:** 5-0. **Motion passed.**

3. Public Forum (This is an opportunity for anyone who wants to address the Board of Selectmen with any issue that is not on the agenda.)

There were no public comments.

4. Virtual Meeting Policy.

Laurie Smith, Town Manager, explained the purpose of the draft document presented to the board for consideration. Discussion ensued.

Motion by Selectman Weston, seconded by Selectman Daggett to accept the policy as written. **Roll Call Vote:** Briggs, Weston, Daggett, and Matthews-Bull - yay; Hutchins - nay. **Voted:** 4-1. **Motion passed.**

5. Other Business.

Selectman Weston congratulated Laurie Smith, Town Manager, for receiving the Paul Harris Award from the Kennebunk Portside Rotary Club on July 20th. He explained that it is a distinguished award given to leaders who have demonstrated outstanding service to their communities.

Laurie Smith, Town Manager, advised that the Kennebunkport Heritage Housing Trust will be holding a birthday celebration on Thursday, August 5th at the Parks & Rec building and Parson’s Field. They would like to have three food trucks alongside the Consolidated School parking lot. Because the trucks will be in the right-of-way, the Board must give permission.

Motion by Selectman Hutchins, seconded by Selectman Daggett, to approve the placement of food trucks alongside the Consolidated School parking lot on August 5, 2021. **Roll Call Vote:** Briggs, Hutchins, Weston, Daggett and Matthews-Bull. **Voted:** 5-0. **Motion passed.**

6. Approve the July 8, 2021, Treasurer's Warrant.

Motion by Selectman Hutchins, seconded by Selectman Briggs to approve the July 22, 2021, Treasurer's warrant. **Roll Call Vote:** Briggs, Hutchins, Weston, Matthews-Bull and Daggett. **Voted:** 5-0. **Motion passed.**

7. Executive Session per (MRSA 1, §405-6E) for discussion of a real estate matter.

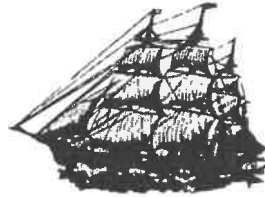
Motion by Selectman Hutchins, seconded by Selectman Daggett to move into Executive Session per (MRSA 1, §405-6E) for discussion of a real estate matter. **Roll Call Vote:** Briggs, Hutchins, Weston, Matthews-Bull and Daggett. **Voted:** 5-0. **Motion passed.**

8. Adjournment.

Motion by Selectman Hutchins, seconded by Selectman Daggett to adjourn. **Roll Call Vote:** Briggs, Hutchins, Weston, Matthews-Bull and Daggett. **Voted:** 5-0. **Motion passed.** Meeting adjourned at 7:20 p.m.

Submitted by,
Tracey O'Roak
Administrative Assistant

AGENDA ITEM DIVIDER



KENNEBUNKPORT TOWN CLERK

To: Laurie Smith, Town Manager
Board of Selectmen

From: Jamie L. Mitchell

Date: August 5, 2021

Re: Liquor License Approvals

The following **renewal** liquor license permit is scheduled for approval at the August 12th meeting. The Police, Fire and Code Enforcement departments have all signed off on the applications. I recommend approval.

1. Breakwater Inn and Spa

Thank you for your consideration.

AGENDA ITEM DIVIDER

TOWN OF KENNEBUNKPORT
Street Opening Permit

Item 5

PROPERTY INFORMATION

Name of Homeowner: Marlene Raum Date: 7/26/21
Address: 24 Main St.
Telephone: 207 251 0950 Map, Block, Lot: 11-4-6
Street to be excavated: School St
Size of excavation (length and width): 5 x 5
Reason for excavation: Replace water line at recommendation of KKW.
Permit Conditions: If there is, any intrusion into the black top, road should be paved from curb to curb.

CONTRACTOR INFORMATION

Date of excavation: _____
Name of Contractor: Wood's Farm Landscaping Inc. Arthur Vose
Address: 172 Hog Cabin Rd. Arundel ME 04046
Telephone: 207 251 3856 Fax: _____

BOND & INSURANCE INFORMATION

Performance Bond: Cash Check Money Order Surety Bond Other
Bond Amount: 1000.00
Company that issued the bond (if applicable): NGM Insurance Company
Person or entity providing the bond to the Town (contractor, property owner, other): Wood's Farm Landscaping - Contractor
Insurance Company: Tri-State Insurance Company of Minnesota
Signature of person completing the application: Cathy Vose Date: 7/26/21

APPROVED

Highway Superintendent: Mill W. Clark Selectmen: _____
Selectmen: _____ Selectmen: _____
Selectmen: _____ Selectmen: _____
Date Approved: _____

*Please attach map or sketch showing the location and size of any cuts to be made; a bond; and proof of insurance.

Application Fee: \$25.00
Date Paid: 7-26-21
Amount Paid: 25.00
 Cash Check Money Order
#1843

LICENSE OR PERMIT BOND

BOND NO. S-908384

KNOW ALL MEN BY THESE PRESENTS THAT WE,

Woods Farm Landscaping

172 Log Cabin Road

Arundel

ME 04046

as Principal, and

NGM Insurance Company

a Florida

corporation with its principal

office at 4601 Touchton Rd East Ste 3400

Jacksonville, FL 32245-6000

, as Surety,

are held and firmly bound unto

Town of Kennebunkport

in the sum of One Thousand and 00/100 Dollars

(\$ 1,000), for the payment of which sum, well and truly to be made, we bind ourselves, our personal representatives, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the Principal has obtained, or shall obtain, a license or permit from the Oblige for Street Opening

at 24 Maine Street, Kennebunkport, ME 04046

for the term commencing on the 26th day of

July

, 2021

and ending on the 26th day of

July

, 2023.

NOW, THEREFORE, if Principal shall faithfully observe and comply with all terms of the underlying license or permit, and all Ordinances, Rules and Regulations, and any Amendments thereto, applicable to the obligation of this bond, then this obligation shall become void and of no effect, otherwise to be and remain in full force and virtue.

The Surety may, if it shall so elect, cancel this bond by giving thirty (30) days written notice to the Oblige and the bond shall be deemed canceled at the expiration of said period; the Surety remaining liable, however subject to all the terms, conditions and provisions of this bond, for any act or acts covered which may have been committed by the Principal up to the date of such cancellation.

PROVIDED, HOWEVER, that this bond may be continued from year to year by certificate executed by the Surety hereon. Regardless of the number of years or terms this bond remains in effect, and regardless of the number and amount of claims that may be made, the maximum aggregate liability of the Surety is limited to the penal sum of the bond.

SIGNED, SEALED AND DATED on this 22nd day of July, 2021.

Woods Farm Landscaping

By _____

NGM Insurance Company

By _____

Nancy Giordano-Ramos
Attorney-in-Fact



KNOW ALL MEN BY THESE PRESENTS: That **NGM Insurance Company**, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"SECTION 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint **Nancy Giordano-Ramos** its true and lawful Attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed bond number **S-908384** dated **July 26, 2021** on behalf of **** **Woods Farm Landscaping** ****

in favor of **Town of Kennebunkport**
for **One Thousand and 00/100**

Dollars (\$ **1,000**)

and to bind **NGM Insurance Company** thereby as fully and to the same extent as if such instrument was signed by the duly authorized officers of **NGM Insurance Company**; this act of said Attorney is hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of **NGM Insurance Company** at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof, such signature and seal, when so used being hereby adopted by the company as the original signature of such officer and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **NGM Insurance Company** has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of **January, 2020**.

NGM INSURANCE COMPANY By:

Kimberly K. Law



Kimberly K. Law

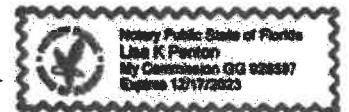
Vice President, General Counsel and Secretary

State of Florida,
County of Duval

On this 7th day of **January, 2020**, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came **Kimberly K. Law** of **NGM Insurance Company**, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal at Jacksonville, Florida this 7th day of **January, 2020**.

Loe K. Pentz



I, **Nancy Giordano-Ramos**, Vice President of **NGM Insurance Company**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in force and effect. *IN WITNESS WHEREOF*, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 22nd day of **July**, 2021.

Nancy Giordano-Ramos



WARNING: Any unauthorized reproduction or alteration of this document is prohibited.

TO CONFIRM VALIDITY of the attached bond please call **1-800-225-5646**.

TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.

AGENDA ITEM DIVIDER

Town of Kennebunkport

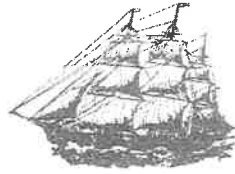
Item 6

FY 21

Carryforwards

Department		Carryforward Request	Reason
Account Name	Account Number	Carryforward Request	Reason
Training & Education	25-01 12-08	5,000.00	supplemental training
Salaries	25-01 10-01	45,155.00	finance restructure
Total Admin		50,155.00	Article 5 General Government
Town Clerk	25-01 30-06	1,200.00	annual updating of ordinances
Total Town Clerk		1,200.00	Article 5 General Government
ESRI	25-12 12-06	400.00	annual GIS software license
Total Planning		400.00	Article 5 General Government
Training	27-01 12-08	5,000.00	testing for supervisor promotion
Salaries	27-01 10-01	27,500.00	hiring bonuses for 4 officers
Training	27-01 12-08	2,400.00	training & polygraph for new hires
Equipment	27-01 30-03	2,296.00	portable radio replacement
Uniforms	27-01 12-12	9,000.00	uniforms for new officers
Ammunition	27-01 30-07	500.00	ammunition for new officers
Total Police		46,696.00	Article 6 Public Safety
Salaries	27-02 10-01	6,000.00	wages to cover retirement transition
Salaries	27-02 10-01	1,000.00	hiring bonus for dispatcher
Training	27-02 12-08	1,300.00	polygraph and training for dispatcher
Benefits	27-02 12-01	3,000.00	benefits to cover retirement transition
Total Communications		11,300.00	Article 6 Public Safety
Training	27-03 12-08	4,635.00	Workwell physicals for SCBA certification
PPE	27-03 30-38	4,580.00	all seasons high visibility jackets
Uniforms	27-03 12-12	400.00	uniform shirts for staff
Total Fire		9,615.00	Article 6 Public Safety
Operating supplies	29-02 30-02	600.00	PPE
Office supplies	29-02 30-01	10,000.00	covid test kits
Travel	29-02 12-07	713.00	travel for foot care training
Building maintenance	29-02 35-01	1,500.00	floor stripping and waxing
Hazardous waste disposal	29-02 50-11	525.00	disposal of hazardous waste
Water Quality	29-02 50-85	500.00	water sampling at GRB
Total Public Health		13,838.00	Article 7 Health & Welfare
Bartlett Tree	31-04 20-16	10,000.00	planting
Bartlett Tree	31-04 20-18	880.00	pruning Maple tree
Total Shade Tree		10,880.00	Article 8 Public Works
Street marking	31-01 20-15	7,400.00	marking
Equipment	31-01 30-03	4,800.00	replacement of tire balancer and remover
Salt	31-01 30-13	8,500.00	purchase of 140 tons of salt
Total Highway		20,700.00	Article 8 Public Works
Selectmen's contingency	37-07 50-01	49,000.00	planning & engineering
Fuel	37-07 15-04	5,000.00	fuel reserve
Salaries	37-07 10-01	10,000.00	salary market adjustments
Total Contingency		64,000.00	Article 9 Recreation, Culture, Contingency
Total FY 21 carryforward requested		228,784.00	

AGENDA ITEM DIVIDER



KENNEBUNKPORT WASTEWATER DEPARTMENT

MEMORANDUM

Date: August 6, 2021

To: Laurie Smith

From: Eric J. Labelle, P.E., Principal Project/Process Engineer

Re: Agenda item for August 12th Selectmen's meeting- Award Village Parcel Engineering Proposal

On July 29, requests for proposals were sent to three engineering firms. A mandatory pre-proposal meeting was held on Tuesday August 3 to discuss the goals of the proposal and answer questions.

The engineering firms invited, and present were Main-Land, Gorrill-Palmer, and Acorn.

The purpose of the proposal is to contract with an engineering firm and develop construction estimates for 2200 feet of road and proposal costs for developing construction documents. The proposals are also to include an existing conditions survey, specifications, contract and bid administration.

Proposals are expected to be received by August 11 at 5:00 p.m.

The requests for proposals were separated into scopes A and B.

Scope A will require the firm to develop an opinion of probable cost for the construction of 2200 feet of road starting at North Street to Parcel D as described in the Vision Study. Scope A is to be completed by August 25, 2021 and be available for the Board's review.

We are requesting that Scope A be awarded to the recommended firm.

Scope B will include cost proposals to conduct an existing conditions survey, develop construction bid plans, specification, contracts and services through Bid Administration.

Scope B would be awarded at a later time as decided by the Board of Selectmen.

REQUEST FOR PROPOSALS – VILLAGE PARCEL ENGINEERING SERVICES

OBJECTIVE

The Town of Kennebunkport, Maine is seeking sealed proposals for the purpose of selecting a qualified firm to provide civil engineering and professional consulting services for the Town's Village Parcel.

SCOPE

Scope A:

Cost proposal to develop opinion of probable cost to construct the road and all associated utilities from North Street to Parcel D as described in the Vision Study. Previously approved plans and study will be provided to the consultants.

Work is to be completed by or prior to August 25, 2021.

Scope B:

Cost proposal to develop construction plans and specifications documents to Parcel D including existing conditions survey.

Cost proposal for Bid Administration

Cost allocation for permitting updates

PRE-PROPOSAL MEETING

A mandatory pre-proposal meeting will be held on **Tuesday, August 3 at 10:00 a.m.** via zoom or teams.

QUESTIONS OR CLARIFICATIONS OF RFP REQUIREMENTS

All questions regarding this RFP shall be submitted via email. Emailed questions and inquiries will be accepted from any and all prospective Respondents in accordance with the terms and conditions of this RFP.

All questions shall be submitted on or before August 5, 2021 by 5:00 p.m. and should be addressed to Eric Labelle at elabelle@kennebunkportme.gov

Responses to the questions will provided by August 9, 2021 by 5:00 p.m.

PROPOSAL SUBMISSION

All Proposals are due and must be delivered to the Town on or before **August 11, 2021 by 2:00 p.m.** (local time).

Each Respondent must submit one (1) original Proposal and fee schedule, a digital copy, and four (4) additional Proposal copies.

Proposal submitted must be clearly marked: **RFP Village Parcel Engineering Services**

Proposals must be addressed and delivered to:

Town of Kennebunkport
P.O. Box 566
6 Elm Street
Kennebunkport, Maine 04046

Electronic submission will also be accepted to Eric Labelle at elabelle@kennebunkportme.gov by **August 11, 2021 at 2:00 p.m.**

Original and copies will need to be provided after digital submission.

All Proposals received on or before the Due Date will be publicly opened and recorded immediately. No immediate decisions are rendered.

Hand delivered Proposals will be date/time stamped/signed by the Procurement Unit at the address above in order to be considered.

The Town will not be liable to any Respondent for any unforeseen circumstances, delivery or postal delays. Postmarking on the Due Date will not substitute for receipt of the Proposal. Each Respondent is responsible for submission of their Proposal.

Additional time will not be granted to a single Respondent; however, additional time may be granted to all Respondents when the Town determines that circumstances warrant it.

PROPOSAL TERMS AND REQUIREMENTS

The Town reserves the right to reject any and all proposals, to waive or not waive informalities or irregularities in the response procedures, and to accept or further negotiate cost, terms, or conditions of any proposal determined by the Town to be in the best interest of the Town. In the event it becomes necessary to revise any part of the RFP, Addenda will be provided.

Deadlines for submission of RFP's may be adjusted to allow for revisions.

Proposals should be prepared simply and economically providing a straightforward, concise description of the Respondent's ability to meet the requirements of the RFP.

All proposals become the property of the Town of Kennebunkport once reviewed, whether awarded or rejected.

SELECTION CRITERIA

The evaluation will be completed by a Selection Committee composed of staff members from various units of the Town. The initial evaluation is to determine which, if any, Respondents are to be interviewed.

During interviews, selected Respondent(s) will have the opportunity to discuss in more detail

their qualifications, experience, proposed work plan, and fee proposal during the interview process.

The Town of Kennebunkport further reserves the right to interview the key personnel anticipated to be assigned if the firm is selected. To decide the most qualified, capable and cost-effective Respondent, the Selection Committee will evaluate the proposal(s).

INTERVIEW

The Town has the right to request interviews with selected Respondents when necessary. The selected Respondents will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal. The interview must include the project team members expected to complete a majority of work on the project.

SCHEDULE

The following is the solicitation schedule for this procurement:

Activity/Event Anticipated Date

Pre-Proposal Meeting - Tuesday August 3, 2021 at 10:00 a.m. (virtual TBA)

Proposal Due Date August 11, 2021 at 2:00 p.m.

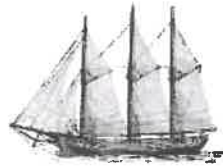
Scope A: Award by the Board of Selectmen August 12, 2021 at 6:00 p.m. meeting

Scope B: Award to be determined following the November 9, 2021 referendum Town vote

Note: The above schedule is for informational purposes only, and is subject to change at the Town's discretion.

Proposals submitted shall define an appropriate project schedule in accordance with the requirements of the proposed work plan. The final schedule will be negotiated based on the final scope of work and work plan agreed to by the Town and the selected firm.

AGENDA ITEM DIVIDER



TOWN OF KENNEBUNKPORT, MAINE

~ INCORPORATED 1653 ~

MAINE'S FINEST RESORT

Memorandum

To: Laurie Smith
From: Michael Claus, Public Works Director
Date: August 4, 2021
Re: Plow for Tandem Axle Truck

Michael W. Claus

We have received the attached 3 quotes for a Reversible One Way Highway Plow for our new tandem axle truck. This truck was purchased without a plow but is plumbed for a reversible plow. Quotes are as follows:

Viking Cives:	\$8,250
HP Fairfield / American:	\$9,750
Allied Equipment / Tenco:	\$12,850

I recommend the purchase of the Viking Cives Plow for \$8,250. We currently have 2 of these plows in service and they work well in both plowing and scraping snow removal operations.



Cives Corporation, dba
 Viking Cives (USA)
 2085 Lisbon Road
 Lewiston, Me. 04220
 Phone: (207) 624-1928
 Fax: (207) 783-9700
 tireland@vikingcives.com

QUOTATION

Quote ID:

Page 1 of 2

Customer: Town Of Kennebunkport
Contact: Mike Claus
Address:

Phone:
Fax:
Attn:

Quote Number: 361
Quote Date: 7/27/2021
Quote valid until: 8/27/2021
For:
Terms: Net 30 days
Salesperson: Tim Ireland
FOB: Lewiston, Maine

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Viking 11' One Way Reversible Trip Edge Plow with Carbide and Face Plate, Rubber Deflector, Self Leveling Lifting Device.		\$8,250.00
1	Maximizer Poly Tandem Fenders Labor to Install Fenders Add: \$600.00		835.00
Quote Total:			
Tax :			
Total Due:			

The following options may be added:

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT

Customer must fill out the information below before the order can be processed...

<i>Accepted by:</i>	
<i>Date:</i>	
<i>P.O. number:</i>	

The price and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All quotations and agreements are contingent upon strikes, accidents, fires, availability of material and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance.

◆ Typographical and stenographic errors subject to corrections. Purchaser agrees to accept either overage or shortage not in excess of ten percent to be charged pro-rata. Purchaser assumes liability for patent and copyright infringement when goods are made to Purchaser's specifications. When quotation specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production.



Cives Corporation, dba
 Viking Cives (USA)
 2085 Lisbon Road
 Lewiston, Me. 04220
 Phone: (207) 624-1928
 Fax: (207) 783-9700
 tireland@vikingcives.com

QUOTATION

Quote ID:

Page 2 of 2

- ◆ Conditions not specifically stated herein shall be governed by the established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller.
- ◆ Unless otherwise stated, Installation charges do not include modifications to exhaust systems, cab protectors or bumpers.

3.20 Plow

a.	11' Moldboard Power Reverse Trip Edge Plow Highway Style	Equal to American MC960-RR85	<u>Viking OW3153TE9</u>	Specify
b.	Plow Height	28" intake 56" discharge	<u>31" Intake</u> <u>53" Discharge</u>	Specify
c.	Reversible Plow	35 degree power reversible	<u>X</u> Yes ___ No	
d.	Plow Trip Edge	Full Trip	<u>X</u> Yes ___ No	
e.	Plow trip springs	4 - 3/4" dia. torsion springs	<u>YES</u>	Specify
d.	One (1) - 11' Cutting Edge 3/4" x 6" carbide steel	Yes	<u>X</u> Yes ___ No	
e.	One (1) - 11' Cover Edge 5/8" x 6" gr. 1090 carbon steel	Yes	<u>X</u> Yes ___ No	
f.	Highway Punch hole pattern	Yes	<u>X</u> Yes ___ No	
g.	Cable leveling system for plow	Yes	<u>X</u> Yes ___ No	



CENTRAL MAINE
 9 Green St/P.O. Box 188
 Skowhegan, ME 04976
 P: (207) 474-9836
 F: (207) 474-6526
 Toll Free (800) 356-2813

Sales Quote

IMPORTANT: All invoices are due and payable in U.S. Dollars in Guadalupe County, Texas, or where indicated below. No goods to be returned without our written permission. Goods must be returned transportation charges pre-paid. A handling charge will be made on all returned goods. LATE CHARGE: A late charge of 1.5% of any past due balance of the dealers account as of the last day of the month will be billed as of the 15th day of the following month if payment has not been received by that date.			
CUSTOMER NO	825753	TERRITORY	390
ORDER DATE	07/26/2021	CUSTOMER PO	79304Baker
QUOTE DATE	07/26/2021	SHIPPED VIA	
SALES ORDER	6171407 - SQ	FREIGHT TERMS	EXW- CUSTOMER FRT ACCOUNT
			DIRECT BILL TRANSER AT ORIGIN
PAYMENT TERMS	Net 30 Days from Invoice Date	CODE	002
DELIVERY INSTRUCTIONS:			
		REQUESTED SHIP DATE	07/26/2021

SOLD TO:
 TOWN OF KENNEBUNKPORT CHP
 PO BOX 566
 KENNEBUNKPORT ME 04046-0566

SHIP TO:
 TOWN OF KENNEBUNKPORT CHT
 BEECHWOOD AVE
 KENNEBUNKPORT ME 04046

DESCRIPTION/REMARKS
11' moldboard with a 10 gauge skin plate, 28" intake height and 56" discharge height.
Oscillator bar with 3/4" flame cut ears on 31" centers.
Brake formed moldboard increases rigidity, strength, and provides superior snow casting.
Trip edge design using four 3/4" diameter wire torsion springs.
Moldboard reverses 35 degrees either side of the bulldoze position.
1/2" by 8" C-1085 cutting edge on 12" centers.
Four 1/2" thick moldboard ribs doubled at drive points.
Nine foot cleared path at 35 degree angle.
Price is Cash and Carry picked up at HP Fairfield Skowhegan
QUOTE VALID 45 DAYS

ITEM NUMBER	BRANCH	DESCRIPTION	PICK SLIP#/ LOT/SERIAL	QUANTITY SHIPPED	LIST PRICE	DISC%	EXTENDED AMOUNT
MC960-RR85HPF	9335	MC960 TRIP EDGE ONE WAY PLOW W		1	9,750.00	0	9,750.00

R E M A R K S	NET DUE	CASH DISC.	IF PAID BY	SUB-TOTAL	9,750.00
	9,750.00	0.00	08/25/2021	FREIGHT & HANDLING	0.00
				SALES TAX	0.00
				TOTAL(USD)	9,750.00
				PREPAID AMOUNT	

IMPORTANT: Alamo Group or affiliates (Alamo Group) shall not be liable to any person for any claim for injuries or damages which claim for injuries or damages arises out of or which results from the repair of this product by a person or firm other than Alamo Group. Repair parts are intended for use only on equipment manufactured or sold by Alamo Group.

Allied Equipment, LLC
 4 Cal's Way - PO Box 455
 Hartland, Maine USA 04943
 833-255-4331 ph
 207-512-1434 fax

Quote

Date	Quote #
7/28/2021	1237

Name / Address
Kennebunkport Maine, Town of PO Box 566 6 Elm Street Kennebunkport, Maine 04046



Rep	Project
IS	

Item	Description	Qty	Cost	Total
Equip Misc	Tenco -11S-57 Heavy duty one way power angle plow: - 11' length -57" discharge height, high speed curl -twin cylinder power reversing with cushion valve protection -30.5" drive centers -3 piece individual trip edge -rubber flap -complete and delivered	1	12,850.00	12,850.00

Stewart L Sevey

Sales Tax (5.5%)	\$0.00
Total	\$12,850.00

AGENDA ITEM DIVIDER



KENNEBUNKPORT WASTEWATER DEPARTMENT

MEMORANDUM

Date: August 4th, 2021

To: Laurie Smith

From: Chris Simeoni, Deputy Director Public Works

Re: Agenda item for August 12th Selectmen's meeting- Discussion regarding proposed change to location of Cape Porpoise Pump Station

During the current design phase of the new Cape Porpoise Pump Station, we wanted to evaluate current challenges and potential opportunities.:

- Ability to clean the pump station wet well more thoroughly.
- Ability to leave the current pump station in service.
- The opportunity to create more congruent open green space.

Attached, please find a site plan indicating a proposed location change for the new replacement pump station for Cape Porpoise. Moving the station to this location would have three benefits.

Improve maintenance- The existing pump station wet well is approximately 30' deep. Current vacor trucks are only effective to a depth of 25'. As a result, we are limited in the amount of cleaning that we are able to perform. At best, we are able to clean the blanket off the top of the wet well. We are unable to clean the bottom of the wet well which is more likely to contain the heavier settleable solids. The new location would be approximately 5' lower in elevation and allow us to put a cleanout sump and line to the bottom of the wet well that would allow us to clean the bottom of the wet well more thoroughly.

Increase construction efficiency- Moving the location of the replacement pump station would allow us to keep the current pump station online until the new pump station is constructed and ready to be placed online. This would likely result in reduced interruptions, reduced risks and reduced costs associated with bypass pumping.

Improved open/green space- Moving the location of the replacement pump station would allow us to return the footprint of the existing pump station back to green space.

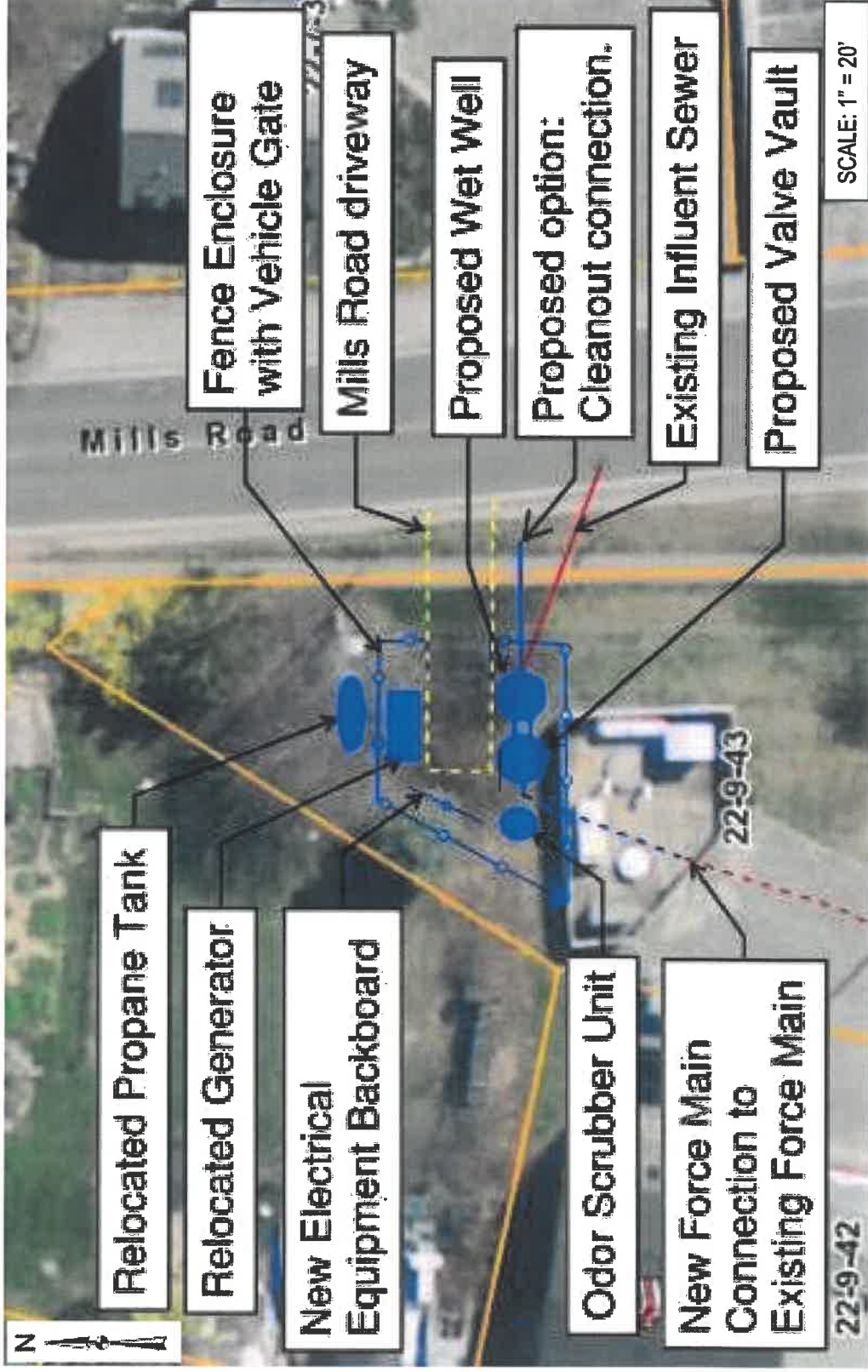


Figure 2-1: Preliminary Site Layout of Cape Porpoise Pump Station

AGENDA ITEM DIVIDER

Radio Tower Bond

August 12, 2021

Motion: I move that the resolution entitled, "Resolution to Authorize Town of Kennebunkport to Issue \$1,000,000 in Bonds for Public Safety Radio Communications Improvements," be adopted in form presented to this meeting and that an attested copy of said Resolution be filed with the minutes of this meeting.

RESOLUTION TO AUTHORIZE TOWN OF KENNEBUNKPORT TO ISSUE \$1,000,000 IN BONDS FOR PUBLIC SAFETY RADIO COMMUNICATIONS IMPROVEMENTS

The Board of Selectmen of the Town of Kennebunkport (the "Town") hereby resolves as follows:

1. That pursuant to section 5772 of Title 30-A of the Maine Revised Statutes, and approval of **Article 11** of the Warrant for Annual Town Meeting at the Town Meeting held June 8, 2021 and continued on June 12, 2021, the Treasurer and Town Manager of the Town, acting singly, are authorized to arrange for the issuance and sale of general obligation bonds and notes in anticipation thereof in an aggregate principal amount not to exceed **\$1,000,000.00** (the "Bonds"), which Bonds are for the purpose of financing costs of **public safety radio communications improvements and upgrades, including installing two new transmit and receive towers, all new radio equipment needed for the new towers and the existing tower at the Police Department, replacing all mobile and portable radios, and a new console in Dispatch** (the "Project"), and to determine the date(s), maturity(ies), denomination(s), interest rate(s), place(s) of payment, call(s) for redemption with or without premium, form(s), and other details of the Bonds not inconsistent herewith, including execution and delivery of the Bonds against payment therefor, as the Treasurer or Town Manager may approve;
2. That the Bonds shall be signed by the Treasurer, countersigned by a majority of the Board of Selectmen, and attested by the Town Clerk under the official seal of the Town, if applicable, and otherwise be in such form and contain such terms and provisions not inconsistent herewith, as they shall approve, their approval to be conclusively evidenced by their execution thereof, and that any signature thereon may be by facsimile to the extent permitted by law;
3. That the Bonds be issued in the name of the Town and in registered form transferable only on the registration books of the Town, which registration books may be kept by the Town or its transfer agent, upon surrender thereof with a written instrument of transfer, duly executed by the registered owner or his/her attorney duly authorized in writing;
4. That any or all of the Bonds may be consolidated with and become a part of any other issue of temporary notes or general obligation bonds authorized to be issued by any previous or subsequent resolution or vote of the Board of Selectmen;
5. That in lieu of physical certificates of any of the Bonds, the Treasurer is authorized to undertake all acts necessary to provide for the issuance and transfer of such Bonds in book-entry form pursuant to the Depository Trust Company Book-Entry Only System, as an alternative to the provisions of the preceding paragraph above regarding physical transfer, and the Treasurer is authorized and empowered to enter into a Letter of Representation or any other contract, agreement or understanding necessary or, in the Treasurer's opinion, appropriate in order to qualify the Bonds for and participate in the Depository Trust Company Book-Entry Only System;

Radio Tower Bond

6. That the Treasurer, majority of the Board of Selectmen, and Clerk are authorized from time to time to execute such Bonds as may be required to provide for exchanges or transfers of Bonds authorized hereunder;
7. That the Treasurer and Town Manager, acting singly, are authorized to arrange for the sale of the Bonds at public or private sale to such parties, including the Maine Municipal Bond Bank, as the Treasurer or Town Manager determines to be in the Town's interest, to execute and deliver loan agreements and other contracts for that purpose, and to hire such financial advisors, underwriters, registrars, paying agents, transfer agents, and other consultants, if any, as the Treasurer or Town Manager deems necessary to assist with the sale of the Bonds, all on such terms not inconsistent with this Resolution as the Treasurer or Town Manager shall approve;
8. That the Treasurer is authorized to prepare, or cause to be prepared, a Preliminary Official Statement and an Official Statement for use in the offering and sale of any of the Bonds herein authorized, any such Preliminary Official Statement and Official Statement to be in such form and contain such information as may be approved by the Treasurer, with the advice of a financial advisor and/or bond counsel, and that the use and distribution of any such Preliminary Official Statement and Official Statement in the name and on behalf of the Town in connection with offering the Bonds for sale is approved;
9. That the Treasurer is authorized to covenant and agree, on behalf of the Town, for the benefit of the holders of the Bonds, that the Town will file any required reports, make any annual financial or material event disclosure, and take any other actions that may be necessary to ensure that the disclosure requirements imposed by Rule 15c2-12 of the Securities and Exchange Commission, if applicable, are met;
10. That the Treasurer is authorized to, as applicable, designate the Bonds as qualified tax-exempt obligations within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code")
11. That (i) no part of the proceeds of the Bonds shall be used, directly or indirectly, to acquire any securities and obligations, the acquisition of which would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code; and (ii) the proceeds of the Bonds and portions of the Project financed by the Bonds shall not be used in a manner that would cause the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code;
12. That the Treasurer is authorized, as applicable, to covenant on behalf of the Town to file any information report and pay any rebate due to the United States in connection with the issuance of the Bonds, to take all other lawful actions necessary to ensure the interest on the bonds will be excludable from the gross income of the owners thereof for purposes of federal income taxation and to refrain from taking any action which would cause interest on the Bonds to become includable in the gross income of the owners thereof;
13. That the Treasurer, Chair of the Board of Selectmen, Town Manager, and other proper officials of the Town are authorized and empowered in its name and on its behalf to execute and deliver on behalf of the Town such other documents and certificates as may be required in connection with the issuance and sale of the Bonds; do or cause to be done all such acts and things, not inconsistent herewith, as may be necessary or desirable in order to effect the issuance, sale and delivery of the Bonds and the accomplishment of the Project herein authorized;

Radio Tower Bond

14. That the Treasurer in consultation with Bond Counsel is authorized to implement written procedures with respect to the Bonds for the purpose of: (i) ensuring timely “remedial action” for any portion of the Bonds that may become “non-qualified bonds,” as those terms are defined in the Code and regulations thereunder; and (ii) monitoring the Town’s compliance following the issuance of the Bonds with the arbitrage, yield restriction and rebate requirements of the Code and regulations thereunder;
15. That if the Treasurer, Selectmen, or Clerk for any reason be unavailable to, as applicable, approve, execute, or attest the Bonds or any related financing documents, the person or persons then acting in any such capacity, whether as assistant, deputy, or otherwise, be authorized to act for such unavailable official with the same force and effect as if such official had himself/herself performed such act;
16. That if any of the officers or officials of the Town who have signed, attested, or sealed the Bonds shall cease to be such officers or officials before the Bonds so signed, attested, and sealed shall have been actually authenticated or delivered by the Town, such Bonds nevertheless may be authenticated, delivered, and issued with the same force and effect as though the person or persons who signed, attested, or sealed the Bonds had not ceased to be such officer or official; and also, any such Bonds may be signed, attested, or sealed on behalf of the Town by those persons who, at the actual date of execution of the Bonds, shall be the proper officers or officials of the Town, although at the nominal date of the Bonds any such person shall not have been such officer or official;
17. That the Town hereby resolves and declares its official intent pursuant to Section 1.150-2(e) of the Treasury Regulations that the Town reasonably expects to use the proceeds of the Bonds to reimburse certain original expenditures from the Town’s general or other fund, paid not earlier than 60 days prior to adoption of this Resolution or to be paid, which original expenditures have been or will be incurred in connection with costs of the Project; and that the Town reasonably expects that the maximum principal amount that the Town will issue to finance the Project is \$1,000,000.00;
18. That the issuance and sale of the Bonds is subject to approval by the legislative body of the Town at Town Meeting or secret ballot referendum; and
19. That the Town Clerk file an attested copy of this Resolution with the minutes of this meeting.

Dated: August 12, 2021

Allen A. Daggett

Sheila Matthews-Bull

Patrick A. Briggs

Edward W. Hutchins

D. Michael Weston

A majority of the Board of Selectmen of the Town of Kennebunkport

A true copy, attest:

Jamie Mitchell, Town Clerk

AGENDA ITEM DIVIDER

August 12, 2021

Motion: I move that the resolution entitled, "Resolution to Authorize Town of Kennebunkport to Issue \$6,000,000 in Bonds for Wastewater Capital Projects," be adopted in form presented to this meeting and that an attested copy of said Resolution be filed with the minutes of this meeting.

RESOLUTION TO AUTHORIZE TOWN OF KENNEBUNKPORT TO ISSUE \$6,000,000 IN BONDS FOR WASTEWATER CAPITAL PROJECTS

The Board of Selectmen of the Town of Kennebunkport (the "Town") hereby resolves as follows:

1. That pursuant to section 5772 of Title 30-A of the Maine Revised Statutes, and approval of **Article 12** of the Warrant for Annual Town Meeting at the Town Meeting held June 8, 2021 and continued on June 12, 2021, the Treasurer and Town Manager of the Town, acting singly, are authorized to arrange for the issuance and sale of general obligation bonds and notes in anticipation thereof in an aggregate principal amount not to exceed **\$6,000,000.00** (the "Bonds"), which Bonds are for the purpose of financing costs of **wastewater capital projects, including replacement of three pump stations, rehabilitation of clarifiers, replacement of belt filters, and installation of dewatering equipment** (the "Project"), and to determine the date(s), maturity(ies), denomination(s), interest rate(s), place(s) of payment, call(s) for redemption with or without premium, form(s), and other details of the Bonds not inconsistent herewith, including execution and delivery of the Bonds against payment therefor, as the Treasurer or Town Manager may approve;
2. That the Bonds shall be signed by the Treasurer, countersigned by a majority of the Board of Selectmen, and attested by the Town Clerk under the official seal of the Town, if applicable, and otherwise be in such form and contain such terms and provisions not inconsistent herewith, as they shall approve, their approval to be conclusively evidenced by their execution thereof, and that any signature thereon may be by facsimile to the extent permitted by law;
3. That the Bonds be issued in the name of the Town and in registered form transferable only on the registration books of the Town, which registration books may be kept by the Town or its transfer agent, upon surrender thereof with a written instrument of transfer, duly executed by the registered owner or his/her attorney duly authorized in writing;
4. That any or all of the Bonds may be consolidated with and become a part of any other issue of temporary notes or general obligation bonds authorized to be issued by any previous or subsequent resolution or vote of the Board of Selectmen;
5. That in lieu of physical certificates of any of the Bonds, the Treasurer is authorized to undertake all acts necessary to provide for the issuance and transfer of such Bonds in book-entry form pursuant to the Depository Trust Company Book-Entry Only System, as an alternative to the provisions of the preceding paragraph above regarding physical transfer, and the Treasurer is authorized and empowered to enter into a Letter of Representation or any other contract, agreement or understanding necessary or, in the Treasurer's opinion, appropriate in order to qualify the Bonds for and participate in the Depository Trust Company Book-Entry Only System;
6. That the Treasurer, majority of the Board of Selectmen, and Clerk are authorized from time to time to execute such Bonds as may be required to provide for exchanges or transfers of Bonds authorized hereunder;

WWTF Bond

7. That the Treasurer and Town Manager, acting singly, are authorized to arrange for the sale of the Bonds at public or private sale to such parties, including the Maine Municipal Bond Bank, as the Treasurer or Town Manager determines to be in the Town's interest, to execute and deliver loan agreements and other contracts for that purpose, and to hire such financial advisors, underwriters, registrars, paying agents, transfer agents, and other consultants, if any, as the Treasurer or Town Manager deems necessary to assist with the sale of the Bonds, all on such terms not inconsistent with this Resolution as the Treasurer or Town Manager shall approve;
8. That the Treasurer is authorized to prepare, or cause to be prepared, a Preliminary Official Statement and an Official Statement for use in the offering and sale of any of the Bonds herein authorized, any such Preliminary Official Statement and Official Statement to be in such form and contain such information as may be approved by the Treasurer, with the advice of a financial advisor and/or bond counsel, and that the use and distribution of any such Preliminary Official Statement and Official Statement in the name and on behalf of the Town in connection with offering the Bonds for sale is approved;
9. That the Treasurer is authorized to covenant and agree, on behalf of the Town, for the benefit of the holders of the Bonds, that the Town will file any required reports, make any annual financial or material event disclosure, and take any other actions that may be necessary to ensure that the disclosure requirements imposed by Rule 15c2-12 of the Securities and Exchange Commission, if applicable, are met;
10. That the Treasurer is authorized to, as applicable, designate the Bonds as qualified tax-exempt obligations within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code")
11. That (i) no part of the proceeds of the Bonds shall be used, directly or indirectly, to acquire any securities and obligations, the acquisition of which would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code; and (ii) the proceeds of the Bonds and portions of the Project financed by the Bonds shall not be used in a manner that would cause the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code;
12. That the Treasurer is authorized, as applicable, to covenant on behalf of the Town to file any information report and pay any rebate due to the United States in connection with the issuance of the Bonds, to take all other lawful actions necessary to ensure the interest on the bonds will be excludable from the gross income of the owners thereof for purposes of federal income taxation and to refrain from taking any action which would cause interest on the Bonds to become includable in the gross income of the owners thereof;
13. That the Treasurer, Chair of the Board of Selectmen, Town Manager, and other proper officials of the Town are authorized and empowered in its name and on its behalf to execute and deliver on behalf of the Town such other documents and certificates as may be required in connection with the issuance and sale of the Bonds; do or cause to be done all such acts and things, not inconsistent herewith, as may be necessary or desirable in order to effect the issuance, sale and delivery of the Bonds and the accomplishment of the Project herein authorized;
14. That the Treasurer in consultation with Bond Counsel is authorized to implement written procedures with respect to the Bonds for the purpose of: (i) ensuring timely "remedial action" for any portion of

WWTF Bond

the Bonds that may become “non-qualified bonds,” as those terms are defined in the Code and regulations thereunder; and (ii) monitoring the Town’s compliance following the issuance of the Bonds with the arbitrage, yield restriction and rebate requirements of the Code and regulations thereunder;

15. That if the Treasurer, Selectmen, or Clerk for any reason be unavailable to, as applicable, approve, execute, or attest the Bonds or any related financing documents, the person or persons then acting in any such capacity, whether as assistant, deputy, or otherwise, be authorized to act for such unavailable official with the same force and effect as if such official had himself/herself performed such act;
16. That if any of the officers or officials of the Town who have signed, attested, or sealed the Bonds shall cease to be such officers or officials before the Bonds so signed, attested, and sealed shall have been actually authenticated or delivered by the Town, such Bonds nevertheless may be authenticated, delivered, and issued with the same force and effect as though the person or persons who signed, attested, or sealed the Bonds had not ceased to be such officer or official; and also, any such Bonds may be signed, attested, or sealed on behalf of the Town by those persons who, at the actual date of execution of the Bonds, shall be the proper officers or officials of the Town, although at the nominal date of the Bonds any such person shall not have been such officer or official;
17. That the Town hereby resolves and declares its official intent pursuant to Section 1.150-2(e) of the Treasury Regulations that the Town reasonably expects to use the proceeds of the Bonds to reimburse certain original expenditures from the Town’s general or other fund, paid not earlier than 60 days prior to adoption of this Resolution or to be paid, which original expenditures have been or will be incurred in connection with costs of the Project; and that the Town reasonably expects that the maximum principal amount that the Town will issue to finance the Project is \$6,000,000.00;
18. That the issuance and sale of the Bonds is subject to approval by the legislative body of the Town at Town Meeting or secret ballot referendum; and
19. That the Town Clerk file an attested copy of this Resolution with the minutes of this meeting.

Dated: August 12, 2021

Allen A. Daggett

Sheila Matthews-Bull

Patrick A. Briggs

Edward W. Hutchins

D. Michael Weston

A majority of the Board of Selectmen of the Town of Kennebunkport

A true copy, attest:

Jamie Mitchell, Town Clerk

AGENDA ITEM DIVIDER

Memorandum

To: Board of Selectmen

Fr: Laurie Smith, Town Manager

Re: **Village Parcel Market Analysis**

Dt: August 9, 2021

The Town has been approached by Kennebunkport Climate Initiative (KCI) with the desire to own lot "D" for the construction of their headquarters. In return for the ownership of the land, they are willing to pay the town for the estimated \$2.3 million infrastructure costs (road, water, sewer, power) to site D. This would also allow for the development of sites A, B, and C and act as a jumping off point for the town to realize its plans and hopes for the Village Parcel.

The Kennebunkport Climate Initiative was built upon the recognition that Kennebunkport must address sea-level rise and climate change. The Gulf of Maine is warming faster than any other body of water its size in the world and with Kennebunkport's particular topographical challenges we are endanger of losing the very heart of our community. This would include properties physically located along the river and at Goose Rocks Beach, important cultural and historical sites, our tax valuation base, the socio-economic mix remaining in the community, and the many scenic vistas that people imagine when thinking of Kennebunkport. For these reasons, and many more, the Town would benefit from the continued connection to KCI and establishing a headquarters in our community that will allow Kennebunkport to become a research hub and idea factory on how to address these issues, especially in a village setting.

As part of the Village Parcel visioning process the committee and consultants identified seven "land bubbles" (A, B, C, D, E, F, and G) in an attempt to differentiate the various sections of the total parcel. Lots A, and B are in the Village Residential zone and lots C, D, E, F, and G are in the Free Enterprise zone. As a part of the planning process the committee was concerned about conservation of land and as such the consultants identified conservative developable acreage numbers for each lot. **The developable acreage numbers were conservative estimates, these lots were not surveyed, and no final determination was made that the developable acreage could not increase slightly on each lot.**

Lot "D" is a minimum about 2.24 acres of developable land but could encompass about 4.5 acres in total. KCI wishes to construct professional offices for approximately 15 employees along with community meeting space. The LEED-certified building is estimated to be approximately 7800 square feet with a familiar New England architectural design.

Throughout the public input process, it became clear to me that future uses for the land would need to meet two criteria.

1. Future sales or investment would need to make financial sense.
2. Future sales or investment would have to further the future vision for Kennebunkport and address our challenges and needs.

It is important to recognize these two criteria as many Towns purchase land for a variety of different reasons. Sometimes municipalities acquire real estate for their own municipal needs, sometimes they want to conserve land for development, and other times it is for economic development reasons – to increase available employment and taxable value. Kennebunkport, on the other hand, set out to purchase the land as a way of taking control of its future and addressing community needs that the market would not, without public intervention. To consider the proposal by KCI for lot D, the Selectmen should consider these two points.

1. Does the sale of the property make financial sense?

- ❖ KCI has proposed the Town convey Lot D for \$2.3 million.

- The Town purchased approximately 87 acres for \$10.0 million.
- The debt service for 20 years brings the cost of the parcel to \$14.0 million.
- The land is currently divided into 7 sections that showcase approximately 43 acres of developable land and 44 acres of conservation land.
- The public never determined how much of the initial investment they wanted to see the town recover. They did note that the amount the town recovered could depend on the potential future uses of the property.
- The public was clear that they did not want to make any additional investment in the property, which makes the need for infrastructure especially challenging.
- The following chart attempts to break out the costs and initiate conversation about potential value based on acreage.
- The cost of infrastructure through the entire main road is estimated at \$1,000 per LF or \$6.0 million. One-third of the cost of the infrastructure to access lots A, B, C, and D is \$2.2 - \$2.3 million.

Village Parcel Cost Breakdown Analysis						
Phase	Area	Developable Acreage	Pro rata share undeveloped acreage	Total Acres	\$14,000,000 Price Per Acre/ Debt Service	\$14,000,000 Price Per DEVELOPABLE Acre/ Debt Service
					\$ 160,938	\$ 325,354
1	A	2.75	2.81	5.56	\$ 894,815.50	\$ 894,724.61
	B	2.67	2.73	5.40	\$ 869,065.41	\$ 868,696.26
	C	13.00	13.28	26.28	\$ 4,229,451.66	\$ 4,229,607.25
	D	2.24	2.29	4.53	\$ 729,049.32	\$ 728,793.86
	Subtotal:	20.66	21.11	41.77		
2	E	13.00	13.28	26.28	\$ 4,229,451.66	\$ 4,229,607.25
	F	6.12	6.25	12.37	\$ 1,990,803.54	\$ 1,991,168.95
	G	3.25	3.32	6.57	\$ 1,057,362.92	\$ 1,057,401.81
	Subtotal:	22.37	22.85	45.22		
	GRAND TOTAL	43.03	43.96	86.99	\$ 14,000,000.00	\$ 14,000,000.00

- ❖ At \$161,000 per acre a 2.24 acre parcel would sell for \$360,640.
- ❖ At \$325,000 per acre a 2.24 acre parcel would sell for \$728,000.
- ❖ The cost of infrastructure divided by the linear feet occupied would equate to a \$125,000 infrastructure investment.
- ❖ The cost of infrastructure divided by the developable acreage would equate to a \$312,558 infrastructure investment.

Understanding the highest probably cost for the land and infrastructure is \$1,040,558, the sale at \$2.3 million makes financial sense.

2. Does the sale of the property further the vision for the future of Kennebunkport?

- The professional headquarters of the KCI would establish Kennebunkport of one of the hubs of future thinking on climate change and ways to address it.
- The issue of climate change is one of the biggest challenges facing Kennebunkport.
- The public identified sea level rise and limited municipal issues in the vision process.

Understanding the vision for the future of Kennebunkport, creating the foundation of learning and community use within the parcel will attract future investment of those most interested in Kennebunkport's future.

As the Selectmen weigh this decision and whether to bring it to voters, they should consider the answers to the following questions.

- ❖ What is the amount of investment that the Town should recoup on the property?
- ❖ How does future use of the property weigh in the financial decision-making?
- ❖ Does the Town want to own all the conservation land on the parcel?
- ❖ Would the Town consider convey some of the undevelopable land with easements to preserve public access?



July 14, 2021

Ms. Laurie Smith
Town of Kennebunkport
PO Box 566
6 Elm Street
Kennebunkport, ME 04046

Dear Laurie,

Please accept this letter as an expression of interest from the Kennebunkport Climate Initiative (KCI) in acquiring Parcel D of the Village Parcel from the Town of Kennebunkport.

KCI was founded upon the recognition that Kennebunkport must address sea-level rise and climate change. The Gulf of Maine is warming faster than any other body of water its size in the world and, if we do nothing, in 80 years, much of this iconic New England town will be underwater. KCI was born here in Kennebunkport as a program of the Kennebunkport Conservation Trust (KCT) and Gulf of Maine Field Studies course. The partnership with KCT, RSU 21, the University of New England, and the Gulf of Maine Institute inspire both young adults and adult allies to form a separate 501(c)3 nonprofit with the mission of educating and empowering youth for climate action. The bold ambition of KCI is to educate, empower, and activate 10 million high-school and college young people to engage their community leaders and champion solutions. While KCI was born locally, our national and global expansion will build upon the exemplar work of Kennebunkport in addressing climate change.

To realize this vision, KCI would like to establish its headquarters in Kennebunkport and has retained the nationally-renowned architectural firm of William Rawn Associates to help define our space needs and program. After careful review of the Town's Village Parcel report published in July 2020, KCI firmly believes that our mission is consistent with the overall objectives outlines for the Parcel and would ideally like to build our headquarters on Parcel D. Per the report, this site represents approximately 2.24 developable acres. It is currently zoned "Free Enterprise".

The proposed headquarters is envisioned as a single-story, LEED-certified building, approximately 7,800 square feet, with a familiar New England architectural design that would harmonize with its environment. The facility will serve as the administrative headquarters of KCI with 12-15 offices, conference rooms, meeting space, and a forum/hub space for the interaction of staff and visitors available for community use. The building will also serve as an idea engine for climate change solutions, highlighting how Kennebunkport is addressing the climate crisis, acting as an educational resource for the community, and attracting youth people, scientists, scholars, and talent from across the country to partner with KCI in solving the issues of climate change.



In identifying Parcel D as an ideal home for KCI, we recognize that the infrastructure (road, water, sewer, power, etc....) costs to connect the site to North Street are substantial, estimated by the Town to be around \$2.3 million. Therefore, we propose that KCI fund these infrastructure costs in return for the Town granting KCI title to Parcel D. KCI's payment for the infrastructure from North Street to Parcel D will not only facilitate construction of our new headquarters, but we hope it can also act as a catalyst for subsequent development to the remainder of the town parcel to fulfill the communities vision for the development.

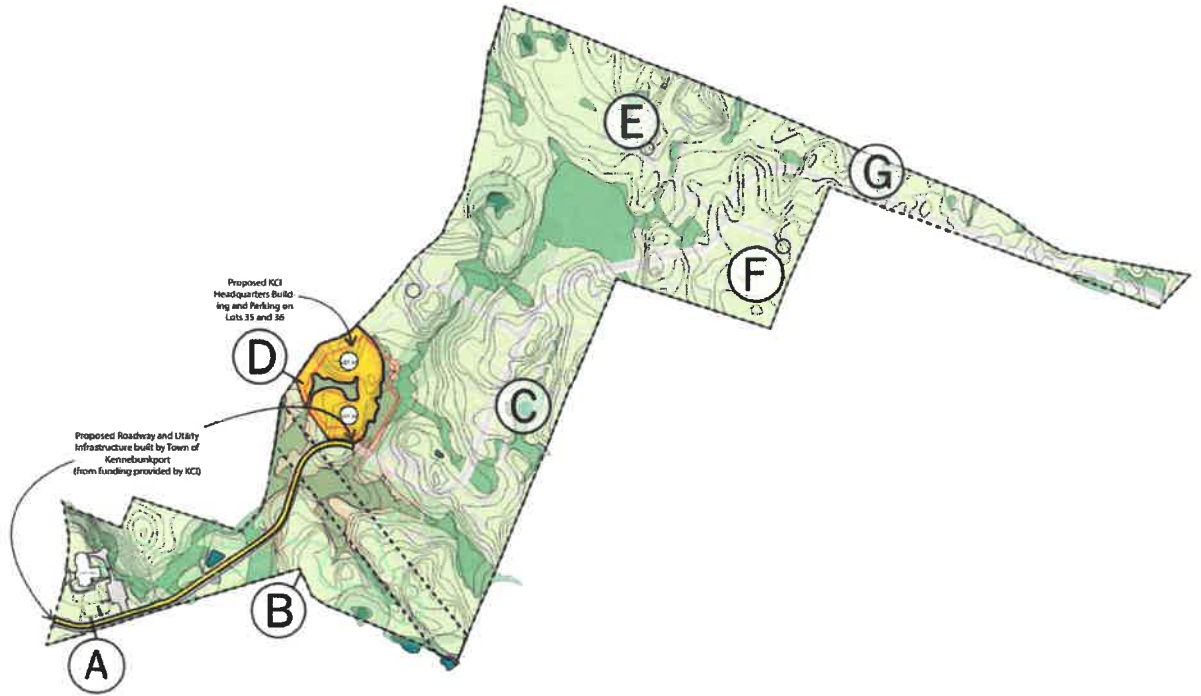
This letter is a non-binding expression of interest. We would like to explore our idea further with you such that the parties can agree on specific and binding contract terms, subject to the necessary approvals of the Town and KCI's board of directors. We look forward to hearing back from you and your guidance on the next steps.

Thank you so much for all you do!

Sincerely,

Jono Anzalone, EdD
KCI Executive Director
Phone: 402.871.4070
jono@kportclimate.org
PO Box 7004
Cape Porpoise, ME 04102

Attachment A - Kennebunkport Village Parcel



AGENDA ITEM DIVIDER

C. R. BRYANT

Board of Selectmen Kennebunkport Maine

Allen A. Daggett – Chairman
Laurie Smith
Tracy O’Roak
6 Elm Street
Kennebunkport, ME 04046

Thank you for considering my request for a handicap parking space at Mast Cove Gallery at 2 Mast Cove Lane.

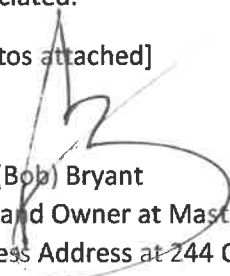
I ask that you approve a single space on the left side of the walkway to the gallery facing Mast Cove Lane. There are two existing spaces at the gallery for visitors and patrons, one behind the other, on the property with no turnaround. I seek your approval add one added handicap space on the street.

There is one other handicap parking space at the library next door which apparently is reserved for their use only. The library has 18 parking spaces frequently unused, and manager regularly parks on our side of the street blocking our walkway.

I am a newcomer from Seattle, so I apologize as I am learning the way things are done here.

I am seventy-five and a handicapped veteran (permit # Maine 857704P issued through 2025). Getting around is not easy for me so your approval of a handicap space for myself and our patrons will be deeply appreciated.

[Photos attached]



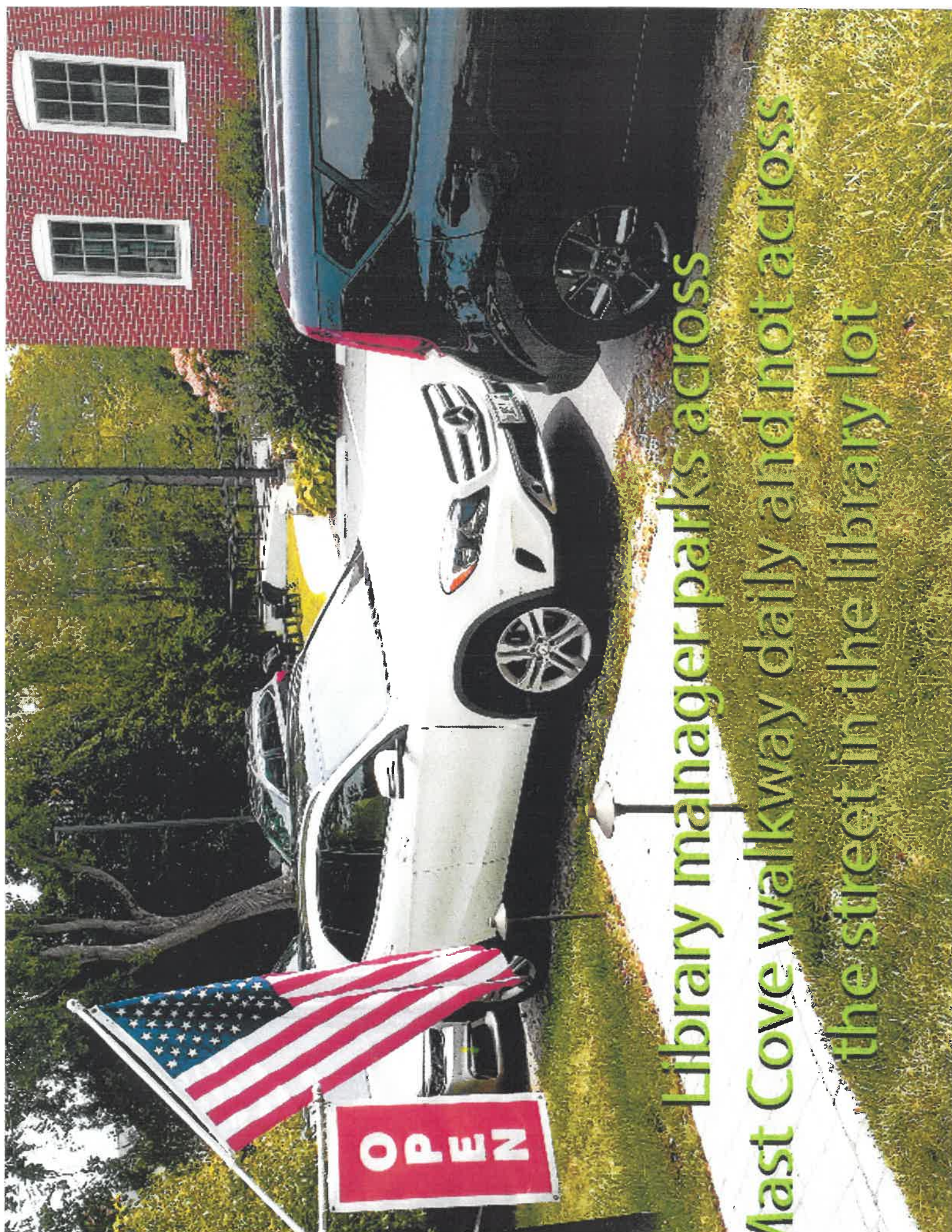
C. R. (Bob) Bryant
Artist and Owner at Mast Cove Gallery
Business Address at 244 Clay Hill Road
Cape Neddick, Maine 03902

253.227.2066

www.mastcovegallery.com

www.bryantfineart.com

cc. James Cushing Esq



**Library manager parks across
East Cove walkway daily and not across
the street in the library lot**



Locate Here

Requesting Handicap Parking

Zone for one car

AGENDA ITEM DIVIDER

Collective Bargaining Agreement Between

The Town of Kennebunkport

And

**Teamsters Union Local 340 - Affiliated with the
International Brotherhood of Teamsters**

July 1, 2021~~18~~ through June 30, 2024~~1~~

	Page
Article 1 - Preamble	3
Article 2 - Recognition	3
Article 3 - Definitions	3
Article 4 - Union Security	3
Article 5 - Checkoff	4
Article 6 - Transfer of Title or Interest	4
Article 7 - Stewards and Union Activities	4
Article 8 - Access to Premises	5
Article 9 - Bulletin Boards	5
Article 10 - Management Rights	5
Article 11 - Seniority	6
Article 12 - Work Week and Overtime	7
Article 13 - Call Back Time	10
Article 13 B On Call Compensation for Wastewater Department Employees	11
Article 14 - Court Time for Police Officers	11
Article 15 - Wages	11
Article 16 - Holidays	13
Article 17 - Vacations	13
Article 18 - Sick Leave	14
Article 19 - Bereavement Leave	16
Article 20 Earned Paid Leave (EPL)	16
Article 210 - Jury Pay	176
Article 224 - Military Leave	176
Article 232 - Leaves of Absence	17
Article 243 - Medical Insurance	17
Article 253A - Dental Insurance	198
Article 253B -Flexible Spending Account.....	198
Article 264 - Retirement and Social Security	19
Article 275 - Compensation Claims	2019
Article 286 - Grievance and Complaint Procedure	20
Article 297 - Discipline and Discharge	21
Article 3028 - Separation from Employment	22
Article 3129 - Work Assignments	22
Article 320 - Extra Contract Agreements	22
Article 334 - Subcontracting	22
Article 342 - Probationary Period	22
Article 353 - Uniforms/Work Clothes	232
Article 364 - Examinations	24
Article 375 - Right of Equal Opportunities	24
Article 386 - Separability and Savings Clause	254
Article 397 - Strikes and Lockouts	254
Article 4038 - Training and Licenses.....	25
Article 4139 - Polygraph	265
Article 420 - Auto Insurance	26
Article 431 - Miscellaneous	26
Article 442 - Duration of Agreement	27
Appendix A. - Police Department/Communications vacations.....	29

This AGREEMENT is entered into between the Town of Kennebunkport Maine, hereinafter referred to as the "Town" and Teamsters Union Local 340 affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union."

ARTICLE 1 - PREAMBLE

Pursuant to the provisions of the Municipal Employees Labor Relations Act (title 26 M.R.S.A. §§ 961-975 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 municipal operations.

ARTICLE 2 - RECOGNITION

The Town recognizes the Union as the sole and exclusive agent for the purpose of negotiating salaries, wages, hours and other conditions of employment for all its eligible employees within the bargaining unit. The following positions are recognized as eligible classifications: Police Sergeant, Detective, Corporal, Patrol Officers, Dispatchers, Dispatcher Administrator, Administrative Assistant to the Chief, Lead Treatment Plant Operator, Wastewater Plant Operators, Wastewater Mechanic, Highway Foreman, Highway Equipment Operators/Truck Drivers, Laborers, Deputy Tax Collector, Assistant Deputy Treasurer, Assistant Deputy Tax Collector and Secretary as determined in accordance with the Maine Public Employees Labor Relations Act.

ARTICLE 3 - DEFINITIONS

Authorized Leave: Includes all vacation leave, comp time, sick leave, bereavement leave, family medical leave, military leave, and a leave of absence as defined by the Collective Bargaining Agreement.

Town: The Town of Kennebunkport, Maine.

Union: Teamsters Union Local 340 affiliated with the International Brotherhood of Teamsters.

Town Manager: The authorized agent of the Board of Selectmen and the chief administrative officer of the Town.

Steward: A member of the bargaining unit that has been authorized by the Union to act in its behalf.

Seniority: Shall be interpreted to mean length of continuous service only from date of last permanent hire.

Immediate family: Is hereby defined to include spouse, children, or parents.

ARTICLE 4 - UNION SECURITY

All bargaining unit employees shall have the right to join the Union except as otherwise provided herein, or refrain from doing so. No employee shall be favored or discriminated against, either by the Town or by the Union, because of an employee's membership or non-membership in the Union. The Union recognizes its responsibilities as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

Membership in this Local Union is not compulsory, employees have the right to join or not join, maintain or drop their membership in the Local Union as they see fit. Neither party shall exert any pressure on, or discriminate against, any employee in regards to such matters. Those employees who choose not to join the Union shall be subject to one of the following options:

1. The employee may sign a written payroll authorization deduction in the amount of eighty percent (80%) of the present cost of the Union dues; or
2. Be subject to no payroll deduction with the understanding that if the services of the Union Representative are requested the employee shall pay reasonable fees for the Business Agent. If the Union Attorney is solicited, the employee shall pay reasonable attorney fees. The Union's cost of arbitration or proceedings, if any, will be borne by the employee; or
3. Self-Representation.

ARTICLE 5 - CHECKOFF

A. The Town shall deduct regular monthly dues on a weekly basis and initiation fees upon receipt of signed authorization from the members (a copy of which is to be retained by the Town) and a certified statement from the Secretary-Treasurer of the Local Union as to the amount for dues. The Town shall forward all such dues so collected to the Secretary Treasurer of the Local Union before the end of the month in which dues deduction were made. The Union shall indemnify and save the Town harmless against all claims and suits which may arise by reason of any action taken in making deductions of said dues and remitting the same to the Union pursuant to this Article.

ARTICLE 6 - TRANSFER OF TITLE OR INTEREST

A. In the event that any functions performed by unit employees are assimilated by reason of consolidation of jobs or through a process of combining municipal services through a regional or inter-municipal agreement the Town agrees to meet with the Union at least thirty (30) days before the implementation of such consolidation or inter municipal merger to discuss potential changes affecting bargaining unit positions. In any case, unit employees shall be given first preference by seniority for hire into any position which the consolidation or merger produces, provided said employees are qualified for such new positions and provided the Town is considered the legal employer.

ARTICLE 7 - STEWARDS AND UNION ACTIVITIES

A. The Town recognizes the right of the Union to designate Stewards and Alternates. The Union shall notify the Town, in writing, of the unit employees designated as Stewards or Alternates. Their authority shall be limited to, and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of this Agreement;
2. The collection of dues when authorized by appropriate Local Union action;

3. The transmission of such written messages and information which shall originate with and are authorized by the Local Union or its Officers.

B. The Town recognizes the authority of Stewards and their Alternates and shall not hold the Union liable for any activities other than those that are authorized.

C. Stewards shall be permitted a total of two (2) hours per regular workweek to investigate, present and process grievances without loss of time and pay. This time may be extended at the discretion of the Town Manager. Such time spent in handling grievances shall be considered working hours in computing weekly overtime.

D. The Town agrees to grant the necessary time off, without loss of seniority rights and without pay to any employee designated by the Union for Official Union Business, if there is sufficient staffing available to cause no interference with departmental operations.

E. Stewards shall be paid for attendance at negotiations, if such time is during their normal work day.

ARTICLE 8 - ACCESS TO PREMISES

A. With notification to the Town Manager, authorized representatives of Teamsters Union Local #340 shall enter Town premises for investigation of grievances under this Agreement provided, however, that normal operation and work schedules are not affected as a result. A list of authorized Teamster representatives who may enter Town premises will be furnished by the Union to the Town Manager within forty-five (45) days of the effective date of this Agreement.

ARTICLE 9 - BULLETIN BOARDS

A. The Town shall provide and maintain a bulletin board at a suitable location on the premises of the respective department headquarters. The Union shall limit its use of the bulletin board to official Union business such as meeting notices and Union bulletins.

ARTICLE 10 - MANAGEMENT RIGHTS

A. The Town retains all rights and authority to manage and direct its employees and determine work shift assignments except as otherwise specifically provided in this Agreement. The Union acknowledges the right of the Town to make such reasonable rules and regulations governing the conduct of its employees as are not specifically inconsistent with the provisions of the Agreement. The Town agrees to forward copies of said rules and amendments thereto to the Union and the designated Union Steward at least twenty one (21) days before the implementation of the new rules and regulations.

ARTICLE 11 -SENIORITY

A. The Town shall establish a seniority list by department for, Police Sergeant, Detective, Corporal, Patrol Officers, Dispatchers, Dispatcher Administrator, Administrative Assistant to the Chief, Lead Treatment Plant Operator, Wastewater Plant Operators, Wastewater Mechanic, Highway Foreman, Highway Equipment Operators/Truck Drivers, Laborers, Deputy Tax Collector, Assistant Deputy Treasurer, Assistant Deputy Tax Collector and Secretary. Said list shall be subject to amendment from time to time as circumstances shall warrant. In listing, employees with the greatest seniority (years of service) shall be listed first. Said seniority lists shall include the employee's last date of permanent hire.

B. Said lists and all amendments thereto, as the same are promulgated and confirmed copies thereof shall be sent to the Principal Officer and Steward of the Union and shall be posted in a conspicuous place at the Town Offices for a period of not less than thirty (30) days. In addition thereto, said list, as amended, shall be brought up to date on February first (1st) of each year. Any objections to the seniority list as posted must be reported to the Town Manager or designee within ten (10) days from the date posted or it shall stand as accepted, whereupon it shall take full force and effect.

C. Seniority, for the purpose of this Agreement, shall be interpreted to mean length of continuous service only from date of last permanent hire and shall be a factor, if abilities and qualifications are equal, in all matters affecting promotions and filling of vacancies. Seniority shall be the governing factor in all matters affecting lay-offs (with bumping rights provided job qualifications are equal), recall and vacation preference. Said bumping rights shall extend only to classifications within each division. In no event shall a more senior employee displace a less senior employee with greater job responsibilities within his/her classification. The divisions and classifications recognized therein are as follows:

<u>Division</u> <u>Police</u>	Classifications i. Sergeants ii. Corporal iii. Detectives iv. Patrol Officers	Division <u>Town Office</u> <u>Staff A</u>	Classifications i. Deputy Tax Collector ii. Assistant Deputy Tax Collector
<u>Communications A</u>	i. Dispatch Administrator ii. Dispatcher	<u>Town Office</u> <u>Staff B</u>	Assistant Deputy Treasurer
<u>Communications B</u>	Admin Assistant to the Chief	<u>Town Office</u> <u>Staff C</u>	Secretary
<u>Waste Water Treatment Plant</u>	i. Waste Water Mechanic ii. Waste Water Lead Operator iii. Waste Water Equip. License 3, 4, and 5	<u>Highway</u>	i. Highway Foreman /Equipment Operator ii. Equipment Operator/Truck Driver

- iv. Waste Water Equip.
Operator
- v. Waste Water
Laborer

For purposes of this agreement the job positions listed in each classification are listed in decreasing order of responsibilities.

A minimum of thirty (30) calendar days' notice shall be given in any lay-off situation. If possible more than thirty (30) calendar days' notice shall be given.

D. The Town may hire temporary employees for positions covered in the Agreement to fill absences due to regular Union employees' medical disability, FMLA, absence due to Workers' Compensation or other reasonable circumstances, when the Town believes it to be in the best interest to hold the position open and has reason to believe the regular employee will attempt to return to his/her position.

A temporary employee's date of hire will be the first day he/she starts employment with the Town. The date of hire will not change if the employee moves from a temporary position to a regular position in the same classification, providing there is no break in service prior to six (6) months of continuous employment due to a layoff or of the employee's own accord.

A temporary employee will be paid the prevailing rate and be entitled to holiday pay as outlined in this Agreement. The date of hire will be used for purposes of any step increases and for determination of vacation earnings at the appropriate years. At the end of six (6) months from the date of hire, sick leave will begin to be earned and health insurance and disability insurance will be made available, as provided in this Agreement. Eligibility for clothing allowance will be effective after six (6) months of employment and paid at appropriate intervals, if applicable. The employee will be covered by all provisions of the Agreement after six (6) months of continuous employment.

Service time as a temporary employee will count towards the probation period as outlined in this agreement.

ARTICLE 12 - WORK WEEK AND OVERTIME

A. Work Schedule

1. The regularly scheduled work week for employees covered by this Agreement shall be as follows: (excluding lunch periods as scheduled by Department Heads)

Corporal – forty (40) (on duty during lunch)

Sergeants – forty (40) hours (on duty during lunch)

Patrol Officers – forty (40) hours (on duty during lunch)

Dispatcher – forty (40) hours (on duty during lunch)

Dispatcher Administrator – forty (40) hours (on duty during lunch)

Laborers – forty (40) hours

Highway Equipment Operator/Truck Drivers – forty (40) hours
Highway Crew Leader/Equipment Operator – forty (40) hours
Waste Water Operators – forty (40) hours
Waste Water Maintenance Mechanic – forty (40) hours
Secretary – thirty-seven and one half (37 ½) hours
Asst. Deputy Treasurer – (40 hours)
Deputy Tax Collector – (40 hours)
Assistant Deputy Tax Collector – (40 hours)

2. The pay period shall begin at 0700 hours Monday and shall end at 0659 hours Monday. The Town has the option to pay employees weekly or bi-weekly.

3. Employees shall work overtime when the same is necessitated by workflow requirements. The overtime rate (1.5 times the straight time hourly rate) shall be paid for all hours of work performed over forty (40) hours per week. Sick leave shall not constitute time worked in computing overtime. Holiday, vacation, and the initial seven (7) days covered by a workers' compensation claim during a twelve (12) month period shall count as hours worked for the computing of overtime. In the event that workers' compensation exceeds seven (7) days in any twelve (12) month period, any subsequent absence shall not count as hours worked for the computing of overtime. For example, if an employee is injured on the job, any absence up to seven days would count as hours worked for determining overtime. In the event the original workers' compensation claim extends beyond seven (7) days, any subsequent time during the twelve (12) month period would not count for calculating overtime. When an employee is called back to duty during an emergency while on vacation, hours worked shall be paid at time and one half (1.5).

4. The maximum hours worked, except in emergencies, shall not exceed two (2) shifts in a midnight-to-midnight period. Emergency short-notice situations for shift coverage may be arranged by the duly authorized agent of the department head. It will be the responsibility of the department head (or the Department Head's designee) to arrange coverage for employees out sick, on vacation, and for any overtime. If a dispatcher notifies his/her supervisor two (2) hours or less prior to the beginning of the dispatcher's scheduled work shift that he/she may be absent due to sickness or emergency, the supervisor shall require the on duty dispatcher to work the next shift or the first four (4) hours of said shift. In such an instance, the dispatcher scheduled to work the subsequent shift shall be required to work the four (4) hours prior to the dispatcher's regular work shift. For example, if a dispatcher calls in sick, the on duty dispatcher will be "held over" for an additional four (4) hours and the dispatcher scheduled to work the shift after the sick dispatcher's shift shall be required to commence work four (4) hours prior to the beginning of that dispatcher's scheduled shift. Thus, the "in between" shift will be covered by two dispatchers.

5. Should the Town feel the necessity of changing the work schedule during the term of this Agreement, the Union shall be notified in writing two (2) weeks in advance of the work schedule change and the Town shall meet with the Union to discuss the proposed work schedule change prior to the effective date of the change.

6. When an employee works within another department, their hours will be added to his/her work week at his/her rate of pay. (overtime if appropriate).

B. Regular Duty Overtime

1. In cases of regular duty overtime for police, dispatchers, highway and waste water department workers, work is to be offered to the members of the bargaining unit within their department, by seniority and in rotation. Pay for this is to be at the applicable overtime for the employee performing the work. Police regular duty overtime - when the seniority and rotation list within the department bargaining unit has been exhausted, then any work vacancies remaining will be filled by police reserves based on a rotation and date of appointment as a reserve police officer. In the case of conflict where two or more persons may share the same appointment date, if the parties are full-time employees, date of hire to the full time positions will be the determining factor; for all other persons, alphabetical order will be the determining factor. Dispatcher regular duty overtime - When the seniority and rotation list within the dispatchers' bargaining unit has been exhausted, then any work vacancies remaining will be offered to qualified police officers. If no qualified police officer accepts the overtime opportunity, then the vacancy may be filled by a qualified substitute dispatcher. If a qualified substitute dispatcher does not volunteer, then the Police Chief shall require a regular dispatcher to work. Any patrol officer who fills a dispatcher vacancy shall be paid at the dispatcher's rate of pay. Any police sergeant who fills a dispatcher vacancy shall be paid at the wage rate of a patrol officer.

C. Dispatcher Overtime

1. In cases of extended leave coverage only, vacancies shall be offered first to qualified reserves before bargaining unit employees. Extended leave coverage shall be for mandatory training anticipated to be in excess of two (2) weeks and personal leaves of absence (including sick leave, workers' compensation, personal leaves of absences, etc. Vacancies resulting from vacations taken from September 16 through June 14, which are anticipated to be in excess of two (2) weeks shall be offered first to qualified reserves before bargaining unit employees.

2. The Town reserves the right to assign the "extra" shift to a qualified substitute.

E. Special Events

1. "Special Event" (weddings, auctions, dances etc.) will be first offered off a "special event" list to members of the bargaining unit in the Police Department, by seniority and by rotation, and then to Police Department employees who are qualified reserves by seniority and in rotation.

2. Individuals working special events for non-profits or a school shall be paid at that individual's rate of overtime pay, with a minimum of three (3) hours paid. Individuals working events for profit shall be paid time and one half at the rate of ~~sixty~~ ~~fifty~~ ~~dollars~~ (\$~~60~~~~50~~.00) per hour, with a minimum of three (3) hours paid. The Town shall also charge an additional amount to defer cost of Social Security, Maine Public Employee's Retirement System and Workers' Compensation. The hours worked at special events shall not constitute overtime work.

3. Events sponsored by or to benefit a volunteer fire company, KEMS or the Kennebunkport School shall be charged at the police officer's overtime rate.

F. Lunch

1. Dispatchers shall be allowed a thirty (30) minute lunch period away from their assigned area subject to the following:

- a. The employee will be required to take the lunch period within the building; and
- b. A qualified employee is available to cover the dispatcher's duties during the lunch period without incurring additional overtime or wage costs.

G. Work Schedule

1. Employees required to attend departmental meetings shall be paid for a minimum of two (2) hour or actual time at the meeting. The departmental meetings are not considered "CALL BACK" time.

H. Secretary

1. When a secretary replaces another position, the secretary shall be paid the appropriate rate of pay for that position, but in no case should the secretary receive less than the secretary's normal rate of pay.

I. Court Officer

1. The Court Officer employees will be responsible for dispatching court work and other clerical work.

ARTICLE 13 - CALL BACK TIME

A. Any employee called back to work shall receive a minimum of four (4) hours pay at a time and one half (1.5) rate for the first call back within a twenty-four (24) hour period for work for which they are called back. If the employee is called back again within the four (4) hours call back time, he/she shall receive no additional compensation. However, if the employee is called back after the initial four (4) hour call back time has expired, the employee shall receive a second call back of four (4) hours pay at the time and one half (1.5) rate.

B. Any wastewater equipment operator required to perform job responsibilities on a weekend or holiday shall receive a minimum of two (2) hours pay.

C. In the event an additional employee(s) within the Highway Department or the Waste Water Treatment Facility may be required to be called in, the first called-in employee shall notify the employee's supervisor. The supervisor may decide to be the assisting person for a short-term work period - generally less than thirty (30) minutes - or the supervisor may authorize calling in additional personnel. [This provision is not applicable to employees within the Police Department; a different procedure exists for those employees.]

D. Each Department head shall maintain and post, by department, a rotation list for call back time.

ARTICLE 13B – ON CALL COMPENSATION FOR WASTEWATER EMPLOYEES

Any Wastewater Department employee who is assigned as on-call for a Monday through Sunday period shall be compensated at a rate equal to seven (7) hours at his /her regular rate of pay. In addition, if the on-call employee is called into work outside of regular hours during his/her on –call week, he/she shall receive a minimum of two hours pay at a time and one half (1.5) rate. The employee may choose to receive cash payment or the equivalent credit of compensation leave, subject to the determination of management.

ARTICLE 14 - COURT TIME FOR POLICE OFFICERS

A. Any employee covered by this Agreement who is required to attend court:

1. Outside of the employee's regular scheduled work shift shall receive a minimum of three (3) hours of pay at his/her applicable hourly rate for such attendance; or

2. Within regular scheduled work shift shall be compensated at the applicable hourly rate.

No Court time shall be allowed to any such employee who has been notified that his/her presence is not needed prior to the end of his/her shift on the day preceding a scheduled court attendance. If he/she is required to stay in attendance at such court for more than three (3) hours in any one day, he/she shall be paid for all actual hours spent that day provided however, that any and all fees, compensation or allowance to which any officer is or would be entitled to for such court time as provided for by statute or court order shall be turned over and paid to the Town and not retained by the Officer.

B. The Town will request the Clerk of Courts to pay amounts due Town police officers directly to the Town.

C. Court time shall include all administrative hearings.

ARTICLE 15 - WAGES

A. New employees may be hired at an appropriate level, i.e. start 6 months, 12 months, or 18 months, according to the employee's experience and training. The Start level shall be \$1.50/hour less than the current job rate. The six (6) month level shall be \$1.00/hour less than the current job rate. The twelve-month level shall be \$.50/hour less than the current job rate. The 18-month level shall be the current job rate and is detailed for each position below.

Title	July 1, 2021 18	July 1, 2022 19	July 1, 2023 20
-------	-------------------------------	-------------------------------	-------------------------------

	3.00%	3.00%	3.00%
Police Sergeant	<u>35.4332.43</u>	<u>36.4933.40</u>	<u>37.5934.40</u>
Detective	<u>33.3030.48</u>	<u>34.3031.39</u>	<u>35.3332.33</u>
Patrol Officer	<u>31.1928.54</u>	<u>32.1229.40</u>	<u>33.0930.28</u>
Dispatch Administrator	<u>28.3525.94</u>	<u>29.2026.72</u>	<u>30.0727.52</u>
Dispatcher	<u>26.5224.27</u>	<u>27.3225.00</u>	<u>28.1425.75</u>
AA to Chief	<u>27.4425.11</u>	<u>28.2625.86</u>	<u>29.1126.64</u>
Lead Treatment Plant Operator	<u>29.9527.41</u>	<u>30.8528.23</u>	<u>31.7829.08</u>
WW Mechanic	<u>32.1329.40</u>	<u>33.0930.28</u>	<u>34.0831.19</u>
WW Plant Operator	<u>28.2325.83</u>	<u>29.0826.64</u>	<u>29.9527.41</u>
WW EO	<u>27.6925.34</u>	<u>28.5226.10</u>	<u>29.3726.88</u>
WW Laborer	<u>19.3817.74</u>	<u>19.9718.27</u>	<u>20.5718.82</u>
Foreman	<u>29.8327.30</u>	<u>30.7228.12</u>	<u>31.6528.96</u>
Equipment Oper./Truck Driver	<u>26.1023.88</u>	<u>26.8824.60</u>	<u>27.6925.34</u>
Deputy Tax Collector	<u>30.4127.83</u>	<u>31.3228.66</u>	<u>32.2629.52</u>
Assistant Deputy Tax Collector	<u>23.7521.74</u>	<u>24.4622.39</u>	<u>25.2023.06</u>
Assistant Deputy Treasurer	<u>25.8423.65</u>	<u>26.6224.26</u>	<u>27.4225.09</u>

B. Compensation Time

The Town and Union agree on initiating a compensation time program as follows: "Employees may elect to receive compensation time in lieu of overtime, with a maximum total accumulation of (6) six days at any given time. The employee must use a minimum of one (1) hour at a time, its use will require department head approval, and the Town reserves the right to pay the overtime". Employees may use a maximum of twelve (12) days of compensation leave in a calendar year.

C. Longevity Compensation

Effective July 1, 2012, employees shall receive an additional \$.10/hour increase after 5 years of continuous service. Employees shall receive an additional \$.25/hour increase after 10, and 15 years of continuous service. Employees shall receive an additional \$.35/hour increase after working 20 years of continuous service. An Additional \$.35/ hour increase after 25 years of continuous service. The longevity increase shall be added to base wages each time the employee is eligible for said increase (at 5,10, 15, 20 and 25 years of continued service) and carried forward in the base rate of pay. The increase shall occur at each employee's hiring anniversary date at 5, 10, 15, 20, 25, and 25 years of continuous service.

D. Wastewater Employees

There will be a two tiered compensation for wastewater employees as follows:

No license, Licensed Certification 1 will equal base rate (currently WWEO licensed rate)

Wastewater Treatment Plant Operators with either a Wastewater Treatment Plant Operators 2, 3, 4, or 5 License will be base rate plus 2%.

D. Police Officers

Any Police Officer assigned by the Chief to be a Field Training Officer (FTO) shall be paid forty dollars (\$40.00) per week for the weeks serving in the FTO capacity.

ARTICLE 16 - HOLIDAYS

A. The following holidays shall be paid holidays for employees covered by this Agreement:

- | | |
|--------------------------------|--------------------------------|
| 1. New Year's Day | 8. <u>Indigenous Peoples'</u> |
| <u>DayColumbus Day</u> | 9. Veterans Day |
| 2. Martin Luther King, Jr. Day | 10. Thanksgiving |
| 3. President's Day | 11. Day after Thanksgiving |
| 4. Patriots Day | <u>12. ½ Day Christmas Eve</u> |
| 5. Memorial Day | <u>13. Christmas Day</u> |
| 6. Independence Day | <u>14. Personal Day</u> |
| 7. Labor Day | |

B. In order to be paid for a holiday, an employee must work the last scheduled day before the holiday and the first scheduled day after the holiday or be on authorized leave. Holidays will be observed on the dates scheduled by the state and/or federal government.

C. Employees who are required to work a holiday shall be given an eight (8) hour personal paid day off or the applicable hourly rate for hours worked. Personal time days off shall be granted subject to a written request to the Department Head or Town Manager at least forty-eight (48) hours before the commencement of the day to be taken and shall be taken within thirty (30) working days following the holiday.

D. Any other time declared as a holiday or non-work day by the Town Manager or Selectmen for nonunion employees shall also be granted to all unit employees.

E. The Personal Day will be posted on January 1 of each year and must be taken during that calendar year. Personal days not used may not be carried over and have no cash value.

ARTICLE 17 - VACATIONS

A. Vacation time will accrue on a weekly basis. The table below indicates the correct accrual based on years of service for a 40 hour work week. Those employees working less than 40 hours will be prorated in accordance with their schedule.

Years of Service	Yearly Vacation Days	Actual Hours Accrued Weekly – 40 hour week
1	9	1.38
2	13	2.0
5	15	2.31
10	18	2.77
15	20	3.08
20	22	3.38
25	24	3.69

B. Vacation time will accumulate during the six (6) month probationary period and becomes available for use after probation ends.

C. Vacation schedules shall be submitted for approval to the appropriate Department Head. In case of conflict, vacations shall be granted by order of seniority. Accrued vacation days may be taken after six (6) months of service.

D. Police Department and Communications vacation procedures are outlined in Appendix A.

E. If a holiday listed in Article 16 falls within the vacation period, an additional day of vacation will be granted with pay or the employee may elect to receive an additional eight (8) hours' pay in lieu of the day off. If an additional day is taken, the extra day must be taken immediately before or after as an extension of the vacation. During unpaid leaves of absence, no vacation days will accrue. An employee may carry over up to a maximum of five (5) vacation days each year. The total accumulation shall not exceed twenty (20) days.

ARTICLE 18 - SICK LEAVE

A. Eligible employees shall earn one (1) working day of sick leave per month to accumulate to a maximum of four hundred eight (480) hours, except that new employees shall complete the six (6) month probationary period before becoming eligible for the benefits of this Article. Sick leave shall be earned by an employee at the foregoing rate in any month in which the employee is compensated for forty (40) or more hours of actual work. For the purpose of this section, however, earned vacation time shall be considered as working time. Current employees who have in excess of 480 hours accumulated as of November 1, will be paid that time in accordance with the existing policy into their HRSA Account.

Upon ratification of the transition to the 480-hour limit, any employee who has in excess of 480 hours of accumulated sick leave will receive payment for those excess hours per the formula in Section E.

During any year, an employee may have in excess of 480 hours, but on November 1 of each year will receive payment per Section E to return their account to 480 hours.

B. An eligible employee shall be entitled to sick leave pay when, by reason of "non service connected" disabling injury or illness, he is unable to perform any of the duties for which he is qualified.

C. Sick leave pay for up to three (3) consecutive days of sick leave shall be granted. The Town, at its discretion, may require that a request for sick leave pay for more than three (3) consecutive days or when an employee has used twelve (12) or more sick leave days within a contract year shall be accompanied by a written statement from the employee's physician showing the need thereof. If an employee is required to submit said written physician's statement, the cost of the physician's statement shall be borne by the Town. The employee shall, when and at the time requested, advise the Town of his medical status and his availability for work.

D. Family Sick Leave

An Employee may elect to use up to forty (40) hours of earned sick leave per calendar year to care for members of the immediate family (spouse, children or parents) who are ill. Upon documentation of a qualifying family medical leave event affecting a member of the employee's immediate family (spouse, children or parents), an employee may utilize up to two hundred-forty (240) hours of earned sick leave during the term of that FMLA absence. This time must be taken within the FMLA leave of absence.

E. Beginning in calendar year 2010, the town agrees to provide to eligible employees a Health Care Saving Plan, as defined by, and in accordance with, the rules and regulations of the Internal Revenue Service. Employees eligible to participate will, at a date determined by the Town, be debited fifty- six (56) hours of accumulated sick leave and shall receive a cash credit equal to forty-eight (48) hours at the employees rate of pay, provided the employee maintains a minimum of four hundred and eighty (480) hours of accumulated sick leave, said cash credit to be paid by the Town into the employee's Health Saving Plan.

F. Upon retirement an employee shall receive the dollar value of fifty percent (50%) of the unused portion of his/her accumulated sick leave. Such payment not to exceed the dollar value of forty-five (45) days, that is, three hundred and sixty (360) hours of pay at the applicable straight time hourly rate. In order to qualify for this benefit the employee must retire in good standing with two (2) weeks' notice. For purposes of this agreement, retirement shall occur when any employee separates from his/her employment with the Town and is eligible to receive Social Security retirement benefit payments, receive Maine State Retirement System benefit payments or worked for the Town for a minimum of 10 consecutive years of service. Employees may elect to use any remaining unused sick leave for service credit, up to a maximum of 90 days, as permitted under Title 5 MRSA Section 18356, provided there is no additional liability to Town.

G. In the event of the death of an employee, one hundred percent (100%) of all unused sick leave shall be paid to his/her estate.

H. Maternity Leave

1. An employee shall be entitled to accumulated sick leave pay, accrued vacation leave, for disability pertaining to prenatal, postnatal and actual birth during pregnancy. The employee must leave work within twenty-four (24) hours after the doctor medically verifies that the employee is unable to perform the job. An employee is not required to return to work until the doctor verifies that the employee is able to return to work. Insurance will remain in effect throughout the pregnancy leave.

2. Any additional leave shall be covered in accordance with other applicable contract clauses of this Agreement. If the Town disputes the Doctor's verification, the Town reserves the right to request that the employee be examined by a qualified doctor of the Town's choosing. All costs incurred by the Town's request shall be borne by the Town.

I. Leave for the birth or adoption of a child shall be provided to eligible employees in accordance with the state and federal Family and Medical Leave Act.

ARTICLE 19 - BEREAVEMENT LEAVE

A. In the event of death in the immediate family of an employee, the employee shall be granted up to five (5) days leave of absence with full pay to make household adjustments or to attend funeral services. "Immediate family" is hereby defined to include spouse, children, step children, parents, or step parents. Three (3) days leave of absence with full pay will be granted to make household adjustments or to attend funeral services of brothers, step- brothers, sisters, step-sisters, parents-in-laws, grandparents, grandchildren, and foster parents.

B. In the event of a death of aunts, uncles, nieces, nephews or other relatives (brother in law, brother of your spouse or your brother's wife) an employee shall be granted one (1) day off with pay to attend the funeral.

C. The Town Manager at their sole discretion may approve a request for more bereavement leave then is provided in this Article.

ARTICLE 20 - EARNED PAID LEAVE (EPL)

A. Effective January 1, 2021, all employees (full-time, part-time, temporary, per diem) will accrue earned paid leave hours, unless employees receive benefits that exceed this standard. Employees in seasonal industry defined by the Unemployment Insurance Commission, volunteer firefighters, and elected officials are not affected by this law. Accrual of earned paid leave hours begins on the first day of employment, but employees may use accrued time after 120 calendar days of employment with approval of the Town Manager or his/her designee and in accordance with section 1.4.

B. Earned paid leave will accrue as follow: one (1) earned paid leave hour for every forty (40) hours of work to a maximum of forty (40) hours per employment year based on the employee's pay rate.

C. An employee may carry over up to a maximum of forty (40) hours each year.

D. An employee may use EPL for any purpose, including vacation, sick, family sick, emergency, or sudden necessity in the increments of minimum one (1) hour at a time. The schedule for a leave must be submitted up to four (4) weeks prior to a leave, unless it is an emergency, sudden necessity, or illness, and must be approved by the Town Manager or by the department head. If it is an emergency, sudden necessity, or illness, an employee must submit a reasonable notice depending on the circumstances.

E. Upon separation, the Town shall pay to the employee all wages owed, any vacation or earned paid leave due.

ARTICLE 219 - JURY PAY

A. The Town shall grant leave of absence to an employee called to jury duty or jury service and pay the Employee's regular pay during jury service. Employees must sign over to the Town their jury pay received from the Court system. Employees excused from jury duty must report back to work during their normal work or duty hours.

ARTICLE 224 - MILITARY LEAVE

A. An employee called to military leave in order to fulfill an obligation to military duty in the armed forces (National Guard or Military Reserves) shall be granted a leave of absence by the Town, for the necessary time, and without loss of seniority. The Town shall pay the difference between his regular (40 hours) pay and his military pay, if any, upon presentation to the Town of an official statement of military pay received.

ARTICLE 232 - LEAVES OF ABSENCE

A. A regular employee shall be granted a leave of absence without pay by the Department Head when approved by the Town Manager but for no period longer than thirty (30) days and shall be extended for like periods. Failure of an employee to return to work at the expiration of the leave without having arranged for an extension will be deemed a resignation. Full seniority rights shall be maintained during the absence. Local 340 shall be notified in writing of any such leave of absence within one (1) week of the effective date if possible. If due to emergency the leave of absence is granted, notification to Local 340 will be made as soon as possible thereafter. There shall be no accumulation of benefits while an employee is on leave of absence

ARTICLE 243 - MEDICAL INSURANCE

A. The Town's participation in the cost of Maine Municipal Employees Health Trust (MMEHT) Comprehensive Insurance's Point of Service C Plan or an equivalent plan will be shared by the Town and employee. The employee and Town share of the cost of the medical insurance premium for all coverage options shall be as follows:

Town Share	Employee Share
85%	15%

Effective January 1, 2013, medical insurance offered to employees by the Town shall be the Maine Municipal Employees Health Trust (MMEHT) PPO 500 plan. The Town shall fund 100% of the employee's deductible and 100% of the employees' Maximum Out - of - Pocket expense through a Health Reimbursement Account (HRA). The Town may offer a medical insurance plan other than the MMEHT PPO 500 plan so long as the alternative plan is equivalent to the PPO 500 plan, and that it includes an HRA for employees that funds 100% of both the employee's deductible and the employee's Maximum Out-of-Pocket expense. The employee and Town share of the cost of the medical insurance premium for all coverage options shall be as follows:

Any health insurance premium paid by the employee shall be on a pretax basis pursuant to the rules and procedures of a Section 125 plan of the Internal Revenue Service.

B. In the event that the Town elects to change insurance carriers, a representative of the new insurance company will meet with the employees to explain coverage and policies.

C. Cash-In-Lieu-Of Option

1. In the alternative, if an eligible employee, during annual open enrollment period elects not to participate in the Town provided medical insurance coverage and provides proof of coverage that he/she under another group health insurance plan , or if an eligible employee elects coverage at a level less than the employee is eligible for as a result of his/her family situation, the Town will reimburse the employee as follows: the reimbursement rate for an employee who is eligible for employee / child coverage is \$426 per month and the rate for an employee who is eligible for family or employee /spouse coverage is \$769 per month. Effective July 1, 2013, the reimbursement rate for an employee who is eligible for employee /child coverage is \$414 per month and the rate for an employee who is eligible for family or employee /spouse coverage is \$747 per month. Effective July 1, 2014, the reimbursement rate for an employee who is eligible for employee/ child coverage is \$393 per month and the rate for an employee who is eligible for family or employee /spouse coverage is \$704 per month. Effective June 30, 2015, the reimbursement rate for an employee who is eligible for employee/ child coverage is \$365 per month and the rate for an employee who is eligible for family or employee /spouse coverage is \$650 per month.

For new enrollees the buyout benefit is \$5,000 per year for full family or employee/spouse and \$2,750 per year for employee/child benefit. The benefit is payable on a monthly basis. *(This provision will include current employees who do not now receive the buyout. If a current employee now receiving the buyout changes status in the future to be covered by*

the health plan they would be considered a new enrollee if they later choose to once again receive the buyout.)

2. In the event that a participating employee has a bona fide status change that would permit reentry into the Town's health insurance program during any year that the employee has elected this option, the cash benefit shall cease upon the effective date of the employee's re-enrollment. A "bona fide status change" shall meet the definition as contained in the rules and procedures of a Section 125 plan of the Internal Revenue Service, such as a change in marital status or the birth of a child.

D. The Life Insurance coverage provided by the Town's current provider of health insurance shall not be a requirement if the Town changes carriers.

ARTICLE 253A – DENTAL INSURANCE

A. The Town agrees to provide dental insurance coverage to eligible employees under the Town's dental insurance plan. Effective January 1, 2013 the Town and the employee shall each pay 50% of the cost.

ARTICLE 253B – FLEXIBLE SPENDING ACCOUNT

B. The Town shall provide, under the Internal Revenue Service Code of 1986 as amended, a Medical Care Flexible Spending Account (FSA) under IRS code Section 105 and a Dependent Care Flexible Spending Account under IRS code Section 129. These FSA benefits are available at the employee's option. All contributions to either a medical care FSA or a dependent care FSA are the employee's sole responsibility and obligation. The Town shall pay for the cost of administration of the employee medical care or dependent care FSA through a third party administrator of the Town's sole choice.

ARTICLE 264 - RETIREMENT AND SOCIAL SECURITY

Eligible employees may elect to participate in one of the following retirement plans:

1. Maine Public Employee's Retirement System's Defined Benefit Plan, with C.O.L.A. starting in July 1, 2006. Participation shall be subject to rules and regulations of the options selected by the Town. Employees electing this Defined Benefit plan may also elect to participate in a Deferred Compensation Plan (Plan 457) with the Town matching employee contributions up to a maximum two percent (2%) of the employee's income.

2. A Deferred Compensation Plan (Plan 457) with the Town matching employee contributions up to Six percent (6%) of the employee's income. Participation shall be limited to employees who elect not to participate in Options 1.

The above provisions are subject to change at any time as required by changes in applicable laws or regulations and/or changes in the provisions of the retirement system or plan referred to, and are subject to the requirements of said retirement system, plan document or the Internal Revenue Code.

The Town shall participate in the Social Security program (FICA).

ARTICLE 275 - COMPENSATION CLAIMS

A. The Town agrees to provide Workers' compensation coverage for employees covered by this Agreement.

B. Any employee who sustains a personal injury or compensable illness arising out of and in the course of Town Employment shall be paid for each week of total incapacity from work resulting from the injury or illness an amount, to equal his/her net weekly wage. These payments will continue for fifty-two (52) weeks from the date of the accident provided that the employee involved is receiving compensation for total incapacity under the Workers' Compensation Laws of the State of Maine. The Town reserves the right to assign the employee to light duty in order to reduce or eliminate such payments, pending medical advice. Payments made by the Worker's Compensation Insurer shall be signed over to the Town when they are received by the employee.

C. The Town may terminate any ill or injured employee (a) who refuses to participate in a Return to Work Program despite having received medical clearance to do so; (b) who has failed to return to his/her-regular work position, modified or otherwise, for a period of at least fifteen (15) months from - the date of injury (including participation in the Return to Work program), or (c) upon written certification from the employee's attending physician that there no longer exists an expectation that the employee will be able to return to his/her regular position. The Town reserves the right in any such instance to require the employee to be examined by the Town's physician at the Town's expense. The employee will receive at least a ninety (90) calendar day notice of the Town's intention to terminate the employee, except in any instance in which an employee refuses despite medical clearance to participate in the Return to Work Program.

D. Employees who are discharged under this provision shall continue to retain all reinstatement rights as provided by law. The Town and the Union agree that in the event of reinstatement, the employee shall retain all seniority and benefits accrued at the time of severance from employment, e.g. seniority in classification, accrued sick leave, vacation entitlement. However, vacation and sick leave will not be available until the employee has been re-employed for six (6) months.

ARTICLE 286 - GRIEVANCE AND COMPLAINT PROCEDURE

A. A grievance is hereby jointly defined as any dispute, controversy or misunderstanding which may arise under the interpretation or application of this Agreement. A complaint is hereby defined as a potential grievance.

Step 1. Employees will first discuss a complaint with the Department Head as it evolves (or within 5 working days). The answer at this step may be given orally.

Step 2. If the complaint is not resolved at step 1, the employee will reduce such complaint to writing and submit to the department head. The department head shall discuss the grievance with the grievant, the steward or alternate and other appropriate personnel within ~~fivethree~~ (53) working days and the Department Head will provide a written reply within ~~fivethree~~ (53) working days of the discussion with the employee and Steward or Alternate and will provide copies to the respective parties. The Steward or Alternate shall be present at Step 2.

Step 3. If the Department Head has not resolved the complaint at Step 2, the complaint ~~shall~~ will be referred to the Town Manager in writing within five (5) working days as a formal grievance. Town Manager shall meet to discuss the grievance with the grievant employees and the steward and other appropriate personnel, within five (5) working days of receipt of the written complaint. The Town Manager shall provide a written reply to the employee and the Steward within five (5) working days of the meeting, as well as a copy to the Business Agent within five (5) working days of the meeting. The Steward shall submit any unresolved grievances (in writing) to the Union Business Agent, within five (5) working days. Within ten (10) working days of receipt of the Town manager's written decision the Union Business Agent may, in the event that the decision is not acceptable to the Union, meet with the Town Manager to seek a resolution of any unresolved grievances, or the within twenty (20) working days of receipt of the decision, file a request with the State mediation and Conciliation Service for Arbitration to resolve the grievance in accordance with the Maine Public Employees Labor Relations Act (Chapter 9-A title 26).

The decision of the Arbitrator shall be final and binding on the parties and the Arbitrator shall be requested to issue the decision within thirty (30) days after the conclusion of testimony and final argument.

B. Expenses for the arbitrator services and the proceedings shall be borne equally by the Town and the Union. However, each party shall be responsible for compensating its own representatives and witnesses.

C. The time limits for the processing of grievances may be extended by written consent of both parties.

D. All grievances shall be initiated no later than ten (10) calendar days after the occurrence of the event giving rise to the grievance, thirty (30) calendar days if economic issues are involved.

E. Should the Town feel aggrieved as the result of the interpretation or application by the Union of any provision in this Agreement, the Town may seek adjustment of said grievance in the foregoing manner, except that the procedure may be initiated at step 3 with the Union Business Agent.

ARTICLE 297 - DISCIPLINE AND DISCHARGE

A. The Town may adopt disciplinary rules and work rules that will be posted from time to time during this Agreement. All rules or amendments thereto shall be forwarded to the Union Stewards and Local 340 at least thirty (30) days before the implementation of the

new rules and regulations. All suspensions and discharges of a non-probationary employee shall be for "just cause." Reasons for suspensions or discharges shall be stated in writing to the affected employee(s), Stewards and Local Union office within one (1) day of the action. "Just Cause" as used above, means that proper and sufficient reasons must exist before the Town can discipline or discharge an employee.

B. Any employee discharged or who voluntarily quits or retires shall be paid all back wages owed on the next regular pay day.

C. All discipline infractions placed in an employee's file for an infraction which is less than a suspendable offense shall be purged as an active employment offense from the file if that disciplinary offense is not repeated within the next (24) months, except that in the case of a discharge, the Town may reference any discipline imposed within the three (3) year period prior to the discharge. All employee personnel files shall be confidential and will be open to review by the employee with the Town Manager or his designee present at the time of review.

D. A discharged or suspended employee must advise his Local Union in writing within five (5) working days after receiving notification of such action taken against him, of his desire to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be made to the Town in writing within ten (10) days from the date of discharge or suspension.

ARTICLE 3028 - SEPARATION FROM EMPLOYMENT

A. An employee who quits, is discharged, dies or retires will promptly thereafter receive all monies due including the full vacation allowance and holiday allowance to which he may then be entitled. All employees shall provide a written notice of intent to separate from employment ten (10) working days prior to termination of employment.

ARTICLE 3129 - WORK ASSIGNMENTS

A. No bargaining unit position shall be eliminated by assigning the work to supervisory personnel.

ARTICLE 320 - EXTRA CONTRACT AGREEMENTS

A. The Town agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

ARTICLE 334 - SUBCONTRACTING

A. Subcontracting shall not reduce the number of positions in the bargaining unit.

ARTICLE 342 - PROBATIONARY PERIOD

A. All new employees, other than police officers, shall be required to complete a six (6) month probationary period starting from the date on which they entered active employment.

B. New police officers shall be required to complete a twelve (12) month probationary period starting on the date on which they entered active employment, unless said employees are required to attend the Maine State Criminal Justice Academy, in which case said twelve (12) month period shall commence upon the date of graduation from the Academy.

C. Employees with satisfactory performance recommendations from the department heads, approved by the Town Manager, will become full time regular employees.

D. Vacation and sick leave will accumulate during this six (6) month period and become available after probation ends.

ARTICLE 353 - UNIFORMS/WORK CLOTHES

A. The Town agrees to provide uniforms to sergeant and patrol officers on an "as needed" basis. The Town agrees to replace uniforms on an "as needed" basis provided a list of uniform needs is presented to the Police Chief on September first (1st) of each year by the employees. The Town agrees that eyeglasses, dentures, contact lenses and hearing aids lost, damaged or destroyed while on duty are replaced/reimbursed per past practice.

Full Time Officer Uniform List

2 pair pants summer weight	1 sweater
2 pair pants winter or mid weight	1 raincoat
2 uniform shirts summer weight	1 hat
2 uniform shirts winter weight	1 pair shoes or boots
1 spring - fall weight jacket	

Replaced on an "as needed" basis

The Town will supply shirts of the appropriate seasons, and year round weight pants to the dispatchers and replace on an "as needed" basis. All uniforms remain the property of the Town.

Dispatcher Uniform List

2 summer shirts	2 pair all-season slacks
2 winter shirts	

Work clothes will be replaced on an "as needed" basis, and all dispatches will be required to wear the same style of shirt and slacks.

B. The Town will replace ballistic vests as recommended by manufacturer's warranty. The ballistic vests shall be replaced on an "as needed" basis.

C. The Town will supply protective clothing and equipment (such as safety boots, gloves, outer garments, and coveralls as per past practice) to the Highway Department and the Waste Water Treatment Facilities and such protective clothing and equipment shall be replaced on an "as needed" basis. The Town agrees that eyeglasses, dentures, contact lenses, and hearing aids which are lost, damaged, or destroyed while on duty (excluding rest breaks and lunch) will be replaced/reimbursed at the Town's expense up to a value of \$1,000 provided that such loss or damage was not caused by the employee's own negligence, recklessness, or horseplay.

D. The Town agrees to provide uniforms to Waste Water Plant personnel (as per past practice) to replace on an "as needed" basis.

E. The Town agrees to provide the Detective with a plain-clothes allowance of up to \$350.00 per year. Said clothing and method of payment shall be approved by the Chief of Police. If the Detective requires any patrol uniform additions or replacements, the cost of these items shall be deducted from the \$350.00 annual allowance.

F. The Town will provide each employee of the Highway Department with five (5) sets of uniforms per year including a cleaning rotation service. Uniforms will be pants and shirt.

ARTICLE 364 - EXAMINATIONS

A. Physical examinations required by the Town shall be promptly complied with by all employees provided; however, the Town shall pay for all such examinations. Examinations shall not be used to harass the employee.

B. The Town reserves the right to select its medical examiner or physician and the Union may, if it believes an injustice has been done to an employee have said employee reexamined at the employees' expense. In the event of a disagreement as to the doctor's opinions as to whether the employee is fit for duty, the doctor selected by the Town and the doctor selected by the Union shall together select a third doctor within thirty (30) days whose opinion shall be final. The third Doctor expense shall be borne equally by the Town and the employee.

ARTICLE 375 - RIGHT OF EQUAL OPPORTUNITIES

A. There shall be no discrimination against any person seeking employment or employed by the Town of Kennebunkport because of any consideration of race, religious creed, sex, national origin or disability.

B. This right of equal employment opportunity extends to recruitment, hiring selection, transfer, promotion, training, discipline and other conditions of employment.

C. The Town and the Union agree that neither of them will discriminate against any employee because of race, creed, color, age, sex, sexual orientation, national origin, physical disability, mental disability or marital status.

D. 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 386 - SEPARABILITY AND SAVINGS CLAUSE

A. If any provision of this Agreement shall be contrary to any law such invalidity shall not affect the validity of the remaining provisions. The Town and the Union agree to meet and negotiate a replacement clause within thirty (30) days of the declaration of invalidity of any such clause.

ARTICLE 397 - STRIKES AND LOCKOUTS

A. In conformity with the Maine Municipal Public Employees Labor Relations Act, Chapter 9-A, Title 26 (revision of 1975) Sec. 964 (2)C, and with regard to public health and safety, there shall be no strike, slowdown or work stoppage.

B. The Town recognizes its responsibilities under the Maine Municipal Public Employees Labor Relations Act and agrees there will be no lockout of employees.

ARTICLE 4038 – TRAINING and LICENSES

A. Each Police Officer or Dispatcher shall receive training at the discretion of the Chief of Police. The employee will receive his or her regular weekly salary during periods designated as training periods or actual time spent in training, including travel time to and from the training facility, whichever is higher, as governed by applicable state and/or federal laws or regulations.

B. Any employee assigned to work related schooling or training will be paid at the applicable regular hourly rate for all hours of said training and schooling.

C. Any employee required to travel in his or her own vehicle to and from any training program or school shall be reimbursed for travel mileage at the IRS established state rate, in addition to meals, lodging, and other related expenses. The employee shall submit receipts to the Chief/Department Head for expenses incurred.

D. When notice of training schools available to Police Officers are received by the Chief, the Chief or his/her designee shall post a notice of such schools as soon as possible. Such notice may include a statement regarding whether such training may be eligible for approval of attendance of Police Officers or Dispatchers under the provisions of this Article. Police Officers or Dispatchers may express their interest in attendance at any appropriate training school. The Chief shall select from the qualified applicants for approved schools based on departmental needs and evaluations of the relevance of the training offered.

E. Employees shall maintain all necessary licenses and/or certifications necessary to perform the following required job responsibilities:

Communications: Certified Terminal Operator Emergency Medical Dispatch (where required)

Police: Law Enforcement Officer's License, Class C driver's license: Patrol officer, Corporal, Sergeant, Detective

Highway Department: Equipment Operators/Truck Drivers and Crew Leader/Equipment operator: Class B driver's license

Wastewater: Class C driver's license

ARTICLE 4139 - POLYGRAPH

A. No employee will be required to take a polygraph. Employees are free to volunteer to take a polygraph.

ARTICLE 420 - AUTO INSURANCE

A. In the event that an individual employee becomes uninsurable under the Town's fleet automobile insurance, and no non-driving work is available, the Town would have just cause to discharge said employee, unless an assigned risk policy is available. In the event said policy is indeed available, the cost would be deducted directly from employee's pay on a weekly basis in an amount equal to 1/52 of the yearly cost.

B. In order for deductions to be made, any employee affected must sign an authorization form for the amount equal to 1/52 per week of the yearly cost. Failure to sign said authorization form would leave the Town no choice but to discharge said employee.

ARTICLE 434 - MISCELLANEOUS

A. USE OF TOWN'S VEHICLES FOR PERSONAL USE

No employee may use municipal vehicles for personal use, including commuting to and from work, or for being transported to or from work, unless authorized by the employee's department head. Under no circumstances shall any personal use of municipal vehicles constitute an employee benefit.

B. RESPONSE TIME

1. In the event the Highway Superintendent determines that a quick response time situation exists, such as emergency road conditions, the Superintendent may select another employee from the overtime list if the entitled employee cannot respond in thirty (30) minutes. In such a case, the selected employee shall rotate to the bottom of the overtime list, and the employee "passed over" shall remain at the top of the overtime list. During the course of the year, the Highway Superintendent shall, to the extent possible, attempt to equalize the distribution of overtime.

2. Any new employee hired after January 1, 1997 in a time-sensitive position within this bargaining unit is required to respond to work within forty-five (45) minutes from notification, unless this provision is waived by the Town Manager. The following positions are time sensitive: Patrol officer, Corporal, Sergeants, Corporals, Detective, Dispatcher Administrator, Dispatcher, Laborers, Highway Equipment Operators/Truck Drivers, Wastewater Plant Operators, Wastewater Maintenance Mechanic and Court Officer / Dispatcher

C. EDUCATION REIMBURSEMENT

The Town of Kennebunkport will fund educational assistance for job related courses provided by an accredited institution for full time employees. The determination of job relatedness shall be at the sole discretion of the Town Manager. Employees must receive prior approval from the Town Manager before the courses will be considered for reimbursement. Budgetary constraints will be a reason considered when deciding on reimbursement. Employees must have successfully completed their probationary period and received prior approval of courses. An employee may be reimbursed for no more than eight (8) credit hours in any one semester. The maximum reimbursement per credit hour will be consistent with the cost per credit hour charged by the University of Southern Maine. The Town will reimburse 100% of tuition costs for a grade of A; 75% for a grade of B; and 50% for a grade of C.

ARTICLE 442 - DURATION OF AGREEMENT

A. This Agreement shall be effective from July 1, 2021~~18~~¹⁸ and it shall remain in full force and effect until June 30, 2024~~21~~²⁴, except that the salary shall only be retroactive for bargaining unit members employed as of its signing date. It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, one hundred 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 not later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and effective during the period of negotiations.

B. In the event that either party desires to terminate this Agreement, written notice of desire to cancel or terminate the Agreement must be given to the other party not less than sixty (60) days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph.

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

D. If a notice is given in accordance with the provisions of this section, the expiration date of this Agreement shall be the sixty-first (61st) day following such notice.

For the Town:

For the Union:

Sheila Matthews-Bull Date
Chair of Board of Selectman

Brett Miller, President Date

—

Laurie Smith, Town Manager Date

Lorne Smith, Sec-Treasurer Date

Traci St. Clair, Business Agent Date

APPENDIX A

A. Police Department/Communications vacations: Because Police Department and Communications personnel are part of a 24 hour/ seven day a week operation vacation scheduling can be difficult during the summer months. As such, time off may be scheduled during the period of June 15th through September 15th dependent on operational requirements deemed necessary by the Chief of Police. Any vacation request between June 15th and September 15th may not be longer than one work week (40 hours) plus regularly scheduled days off. The Chief of Police has sole discretion to grant longer amounts of vacation time due to a special situation between June 15th and September 15th to an individual after looking at current vacation listings as well as operational needs. A police officer who is scheduled for approved vacation for a period of one week or longer will not be ordered in to work from a day off immediately preceding, the start of the vacation, or on a day off that immediately follows the approved vacation, except for an extraordinary circumstance as determined by the Chief or Chief's designee.

B. Police Department/Communications yearly time-off requests: At the beginning of November each year, time-off requests for the upcoming calendar year will be accepted by the Chief of Police for consideration. The Kennebunkport Police Department Vacation/Time-Off form shall be used for the upcoming year requests. (SEE ATTACHMENT). The requester shall fill in those days which are desired as time-off and the following procedure will be followed.

First, the forms shall be put in order of seniority (police and communications separate). The Deputy Chief or his designee will go down the pile granting vacations in each individual category starting with two weeks followed by one week, then individual days where applicable.

C. It is understood that it may be impossible to know when scheduled time-off will be needed as such during the calendar year short notice vacation/time-off may be granted by following this procedure:

Time-off known 14 days or more: The request may be filled by posting the vacancy for seven (7) days for voluntary sign-ups. The vacancy will be filled by using the current rotating overtime list. Full-time officers shall be given preference to the vacancy. If no full-time officer signs-up, then other qualified Kennebunkport officers or reserves may be used.

If no one voluntarily signs up for the vacancy after seven (7) days, then applicable working officers will be ordered in for four (4) hours and ordered over for four (4) hours. Should officers be unable to be ordered for four (4) hours due to scheduling

conflicts an available working officer may be ordered for eight (8) hours to cover the vacancy. A current rotating order list shall be used ensuring the last ordered working officer is used.

Time-off known less than 14 days: The request may be conditionally granted upon calling the current rotating overtime list. Should no one accept the overtime after calling the current overtime list, the time-off request may be granted by the Chief of Police after considering the current schedule and operational requirements. If the time-off request can be granted, the procedure above will be followed using the current order list.

Last minute vacancies caused by illness or emergency: Should a vacancy be caused by last minute absence, the voluntary rotating list shall be called if time allows, then, the order in for four (4) hours and order over for four (4) hours as indicated above shall be used by referring to the current rotating order list.

In no way do the above procedures require the Chief of Police to grant time-off due to operational requirements.

AGENDA ITEM DIVIDER

§2505. Recall of municipal officials

Except as otherwise provided by the municipality's ordinances or charter, an elected official of a municipality may be recalled from office pursuant to this section. For purposes of this section, "official" has the same meaning as section 2604, subsection 2. [PL 2011, c. 324, §1 (NEW).]

1. Petition for recall. On the written petition pursuant to subsection 5 of a number of voters equal to at least 10% of the number of votes cast in the municipality at the last gubernatorial election, an election must be held to determine the recall of an elected official of that municipality. [PL 2011, c. 324, §1 (NEW).]

2. Notice of intention. In order to initiate a recall election under subsection 1, the initiator of the petition shall file a notice of intention of recall with the municipal clerk of the municipality. A notice of intention of recall under this subsection must include the name, address and contact information of the person filing the notice and the name and position of the official subject to recall under this section. Only a person registered to vote in the municipality may file a notice of intention of recall under this subsection. [PL 2011, c. 324, §1 (NEW).]

3. Petition forms. Within 3 business days of receipt of a notice of intention of recall under subsection 2, the municipal clerk shall prepare petition forms for the collection of signatures under subsection 4 and send notice to the initiator of the petition under subsection 2 that the petition forms are available. The municipality may charge the initiator of the petition a reasonable fee for preparing and providing the petition forms under this subsection. A petition form under this subsection must include:

A. At the top of the form, the name and position of the official subject to recall, the name and contact information of the initiator of the petition and the date by which the signatures must be submitted to the municipal clerk under subsection 4; [PL 2011, c. 324, §1 (NEW).]

B. Spaces for each voter's signature, actual street address and printed name; and [PL 2011, c. 324, §1 (NEW).]

C. Space at the bottom of the form for the name, address and signature of the person circulating the petition form. [PL 2011, c. 324, §1 (NEW).]

[PL 2011, c. 324, §1 (NEW).]

4. Collection and submission of signatures. A petition form under subsection 3 may be circulated or signed only by a registered voter of the municipality. A circulator of a petition form shall fill in the information required under subsection 3, paragraph C and sign the form prior to submission of the form to the municipal clerk. The initiator of the petition under subsection 2 shall collect the petition forms from all circulators and submit the signed petition forms to the municipal clerk within 14 days of receipt of notice from the clerk that the petition forms are available under subsection 3. A municipal clerk may not accept a petition form submitted more than 14 days after sending notice of availability to the initiator under subsection 3, and any voter signatures on that form are invalid. [PL 2011, c. 324, §1 (NEW).]

5. Petition certification and notification. Within 7 business days of receiving petition forms under subsection 4, the municipal clerk shall determine whether the petition forms meet the criteria under subsection 4 and certify the validity of any signatures on the petition forms. If the municipal clerk finds that the number of valid signatures submitted under subsection 4 meets or exceeds the requirements under subsection 1, the clerk shall certify the petition and immediately send notification of the certification to the municipal officers, the initiator of the petition and the official subject to the recall. If the municipal clerk finds the number of valid signatures submitted under subsection 4 does not meet the requirements for a petition under subsection 1, the municipal clerk shall file the petition and the petition forms in the clerk's office and notify the initiator of the petition.

[PL 2011, c. 324, §1 (NEW).]

6. Scheduling recall election. Within 10 business days of certification of the petition under subsection 5, the municipal officers shall schedule a recall election to determine whether the official subject to the recall petition should be recalled. The election must be held no less than 45 days nor more than 75 days after certification of the petition under subsection 5 unless a regular municipal election is scheduled to be held within 90 days of the certification of the petition under subsection 5, in which case the recall election must be held on the date of the regular municipal election. If the municipal officers fail to schedule a recall election within 10 days of certification of the recall petition under subsection 5, the municipal clerk shall schedule the recall election pursuant to the date requirements of this subsection.

[PL 2011, c. 324, §1 (NEW).]

7. Ballots for recall election. If the official subject to the recall does not resign from office within 10 business days of certification of the recall petition under subsection 5, the ballots for the recall election under subsection 6 must be printed. A ballot for a recall election under this section must read:

"Do you authorize the recall of (name of official) from the position of (name of office)?

() Yes () No"

[PL 2011, c. 324, §1 (NEW).]

8. Results of recall election. Within 2 business days of a recall election under subsection 6, the municipal clerk shall certify and record the election results and notify the municipal officers of those results. If a majority of voters vote to remove the official, the recall takes effect on the date the election results are recorded pursuant to this subsection.

[PL 2011, c. 324, §1 (NEW).]

9. Limitation of recall. An elected official may be the subject of a recall petition under this section only if the official is convicted of a crime, the conduct of which occurred during the official's term of office and the victim of which is the municipality.

[PL 2011, c. 324, §1 (NEW).]

SECTION HISTORY

PL 2011, c. 324, §1 (NEW).

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ARTICLE I
Elected Officers

§ 5-1. Town Meeting Moderator.

- A. Election. Each Town Meeting shall elect a Moderator as prescribed by statute.
- B. Qualification. The Town Meeting Moderator shall be a registered voter of the Town.
- C. Duties. In addition to the duties prescribed by statute, the Town Meeting Moderator shall appoint a sufficient number of members to the Budget Board to constitute a Board consisting of 12 members, the terms of four members expiring every three years.

§ 5-2. Selectmen.

- A. Number. There shall be five Selectmen elected at large, for staggered terms of three years each.
- B. Qualifications. Selectmen shall be registered voters of the Town.
- C. Vacancy. The office of a Selectman shall become vacant upon the death, resignation, nonacceptance, permanent disability, incompetence or removal from office in any manner authorized by law or by this code and upon the failure to qualify, failure to elect, or forfeiture of office.
- D. Forfeiture of office.
 - (1) A Selectman shall forfeit his office if he:
 - (a) Lacks at any time during his term of office any qualification for the office described by this code or by statute;
 - (b) Is convicted of a felony or a crime involving moral turpitude;
 - (c) Misses three consecutive regularly scheduled meetings of the Board for reasons other than those of health. If illness or health reasons are claimed, the Board may request verification from a doctor; or
 - (d) Misses five regularly scheduled meetings in any three-month period.
 - (2) If a Selectman's absence is due to extenuating circumstances as determined by a majority of the Board, the requirements of Subsection D(1)(c) and (d) above may be waived.
- E. Filling of vacancies. If a vacancy in the office of a Selectman shall occur when there are more than 90 days remaining before the next regular Town Meeting, the remaining Selectmen shall call a Special Town Meeting for the election of a qualified person to fill such vacancy. If a vacancy shall occur when there are less than 90 days remaining before the next regular Town Meeting, the remaining

Selectmen may, in the exercise of their sole and absolute discretion, call a Special Town Meeting to fill such vacancy. If at any time two or more offices in the Board of Selectmen are vacant, a Special Town Meeting and election shall be held to fill such offices. In the event that all five positions on the Board of Selectmen are vacant, the aforesaid Special Town Meeting shall be called by the Town Clerk.

- F. Selectmen's salary. Selectmen shall be paid a yearly salary as determined by the Annual Town Meeting.
- G. Expenses. Selectmen shall be reimbursed for their actual and necessary expenses incurred during the performance of their duties, provided such expenses shall be approved by the full Board.
- H. General powers and duties. The Board of Selectmen shall have all powers of the Town which can be legally vested in the Board of Selectmen except as otherwise provided by ordinance, statute or this code.
- I. Enumeration of responsibilities. The powers and duties of the Board of Selectmen shall include, but not be limited to, the following:
 - (1) To be assessors and overseers of the poor;
 - (2) To provide for an annual audit pursuant to statute;
 - (3) To appoint members of the Planning Board, the Zoning Board of Appeals, the Board of Assessment Review, and other boards, agencies and positions as provided by statute and by this code. The Board of Selectmen reserves the right to use whatever factors it deems appropriate in considering the appointment or reappointment of a citizen to a Town board or commission;
 - (4) To propose to the Town Meeting the enactment or repeal of ordinances which require approval by a Town Meeting;
 - (5) To adopt, amend or repeal ordinances and regulations which do not require approval by a Town Meeting;
 - (6) To provide for the granting of licenses and permits for the conduct of any business in accordance with statute for such periods of time and in accordance with such rules and regulations not inconsistent with statute and upon payment by the licensee of such fees as the Board of Selectmen may establish;
 - (7) To recommend a budget to the Annual Town Meeting;
 - (8) To adopt and modify the official maps of the Town;
 - (9) To oversee all activities within the Town government, but not to direct Town employees, either in public or in private, such being the responsibility of the Town Manager. Notwithstanding the above and with the exception of personnel matters, the Board of Selectmen has the authority to discuss any issue affecting the Town with any employee of the Town;

- (10) To inquire into the conduct of any office, department or agency of the Town and make investigation as to all municipal affairs not otherwise provided for by ordinance or statute;
- (11) To adopt purchase procedures providing for the delegation of purchasing authority to department heads and/or the Town Manager within defined categories and limits;
- (12) To prepare and post in the Town Office an agenda for its regular and special meetings one day in advance thereof, indicating the time and place of the meeting and the matters to be considered;
- (13) To obtain professional services on behalf of the Town, including but not limited to legal services, accounting services and engineering services;
- (14) To adopt regulations for the management of Government Wharf, the Cape Porpoise Pier and the Kennebunkport parking lot system;
- (15) To adopt regulations for the internal management of the several municipal departments;
- (16) To confirm the appointment by the Town Manager of the heads of the several municipal departments and to delegate to department heads the power to make internal regulations and operating procedures for such departments;
- (17) To the extent permitted by state law, to establish fees for public services provided by the Town government;
- (18) To the extent permitted by state law and consistent with the interlocal agreements between Arundel, Kennebunk and Kennebunkport, to adopt regulations for the management of the Kennebunk River and Cape Porpoise Harbor and to delegate to the respective Harbor Master the power to make such further regulations as may be necessary for the proper usage of those waterways, such regulation and management of the Kennebunk River to be conducted in conjunction with other towns, where appropriate;
- (19) To enact emergency regulations and ordinances as may be permitted by statute;
- (20) To appoint ad hoc advisory or study committees as the need may arise and to charge them with specific duties;
- (21) To declare as "surplus" certain old or used equipment or property which is no longer of significant use to the Town, and to dispose of said equipment or property on such terms as the Selectmen deem to be in the Town's best interest;
- (22) To evaluate on an annual basis the duties, performance and performance objectives of the Town Manager; and
- (23) To appoint members of boards and committees as provided herein but not to direct or attempt to direct the Zoning Board of Appeals or the Planning Board

in their decision making on the appeals and applications before them.

- J. Assumption of office. The Board of Selectmen shall meet within five days following adjournment of the Annual Town Meeting or at any special Selectmen's meeting duly called. At such meeting, all Selectmen elected shall be sworn to the faithful discharge of their duties by the Town Clerk or a notary public.
- K. Chair. At the first meeting of the Board of Selectmen following the adjournment of the Annual Town Meeting, or as soon thereafter as practicable, the Board shall elect by majority vote of the entire Board one of its members as Chair and one of its members as Vice Chair for the ensuing year. The Board may fill, at any time, at any meeting duly called therefor, any vacancy in the office of Chair or Vice Chair that may occur. The Chair shall preside at the meetings of the Board and shall be recognized as head of Town government for ceremonial purposes and by the Governor of the State of Maine for the purposes of military law. The Chair shall be entitled to a vote, which vote shall be counted in all matters and things as a vote equal to that of the other members of the Board. In the temporary absence or disability of the Chair, the Vice Chair shall exercise the powers of the Chair during the temporary absence or disability.
- L. Meeting procedure.
 - (1) The Board of Selectmen shall hold a regular meeting the second and fourth Thursday evenings of each month at the Town offices or such other times and places as the Selectmen shall announce in the agenda of their meeting. Special meetings may be held on the call of the Chair or any member upon no less than 12 hours' notice to each member of the Board, whenever possible. Emergency meetings of the Board of Selectmen may be called at any time by the Chair or by any member of the Board.
 - (2) Any action taken at any such emergency meeting by a quorum present thereat shall be deemed the lawful action of the Board of Selectmen. All meetings of the Board of Selectmen shall be open to the public, reserving to the Board of Selectmen the right to recess for the purpose of holding discussion in an executive session, as permitted by state statutes, provided the general subject matter for consideration is expressed in the motion calling for executive session and that any final action taken by the Board be taken in public session. The Selectmen shall keep minutes of their proceedings, which minutes shall be available to the public in the Town office. Voting, except on procedural motions, shall be by ayes and nays and shall be recorded in the minutes of the Board of Selectmen. Three members of the Board of Selectmen shall constitute a quorum for the conduct of business. A majority of the Board of Selectmen (not a majority of the quorum) is needed to pass a motion.

§ 5-3. Removal.

Any elected official of the Town of Kennebunkport may be removed from elective office by the voters of the Town of Kennebunkport in the following manner:

- A. A number of voters equal to at least 10% of votes cast in the Town at the last gubernatorial election, but in no case less than 10, may present a written petition, which petition shall fully set forth the reasons therefor, to those members of the Board of Selectmen having no conflict of interest in the subject matter of said petition;
- B. In or within 15 days after the receipt of such petition, said Selectmen shall hold a public hearing on said petition, which hearing shall be restricted and limited to presentation and discussion of those matters set forth in the petition. Said public hearing shall be conducted by said Selectmen having no interest in the subject matter of the petition in accordance with rules of conduct and guidelines established by and set forth by them at the outset of the hearing;
- C. Notice for the aforesaid public hearing shall be given in the same manner as is provided for and established with regard to notice for a Town Meeting;
- D. In or within 15 days after the aforesaid public hearing, a Town Meeting shall be called by the said Selectmen and a vote by secret ballot shall be taken; and
- E. In the event of an affirmative vote for such removal, such vote shall take effect and such removal shall be effective as of recording thereof in the record of the Meeting, subject to such recount of the vote as may be requested and provided by statute.

AGENDA ITEM DIVIDER



Maine Municipal
Association

60 COMMUNITY DRIVE
AUGUSTA, MAINE 04330-9486
(207) 623-8428
www.memun.org

TO: Key Municipal Officials of MMA Member Cities, Towns and Plantations

FROM: David Barrett, Interim MMA Executive Director
(Director, MMA Personnel Services & Labor Relations)

DATE: July 12, 2021

SUBJECT: MMA Annual Election - Vice President and Executive Committee Members

Deadline: Friday, August 20, 2021 by 12:00 noon

Nomination Process – Each year member municipalities have an opportunity to vote in the election of the proposed MMA Vice President and municipal officials to serve on the MMA Executive Committee. A five-member Nominating Committee was appointed in March to review nominations submitted by municipal officials and conduct interviews with those municipal officials qualifying for and interested in serving as the MMA Vice President and on the MMA Executive Committee. The MMA Nominating Committee completed its task in May and put forth the 2022 Proposed Slate of Nominees to member municipalities.

Petition Process – As part of the May mailing, information was also provided on the MMA Petition Process. Pursuant to the MMA Bylaws, nominations may also be made by Petition signed by a majority of the municipal officers in each of at least 5 member municipalities. The deadline for receipt of nominations by petition was Friday, July 9, by 4:30 pm. There were no municipal officials nominated by petition.

It is now time for each member municipality to cast its official vote.

Election Process – Enclosed you will find the MMA Voting Ballot which includes the proposed Slate of Nominees to serve on the MMA Executive Committee as selected by the MMA Nominating Committee. A brief biographical sketch on each nominee listed on the MMA Voting Ballot is enclosed for your reference. You will note that unlike municipal elections, MMA does not provide for “Write-in Candidates” since our process includes an opportunity to nominate a candidate by petition, as noted above.

The MMA Voting Ballot must be signed by a majority of the municipal officers or a municipal official designated by a majority of the municipal officers, and received by the Maine Municipal Association by 12:00 noon on Friday, August 20, 2021. We have enclosed a self-addressed self-stamped envelope for your convenience. MMA Voting Ballots will be counted that afternoon and the election results confirmed under the direction of MMA President James Gardner, Jr., Town Manager, Town of Easton.

Election results will be available by contacting the MMA Executive Office or by visiting the MMA website at www.memun.org on Monday, August 23. A formal announcement of the election results will be made at the MMA Annual Business Meeting being held and live broadcasted on Thursday, September 30, at 11:00 a.m. Newly elected Executive Committee members will be introduced at the MMA Awards Luncheon as well as the MMA Annual Business Meeting and will officially take office on January 1, 2022.

If you have any questions on the Election Process, please contact me or Theresa Chavarie at 1-800-452-8786 or in the Augusta area at 623-8428, or by e-mail at tchavarie@memun.org. Thank you.



MAINE MUNICIPAL ASSOCIATION
VOTING BALLOT

Election of MMA Vice President and Executive Committee Members
Deadline for Receipt of Voting Ballots – 12:00 noon on Friday, August 20, 2021

VICE-PRESIDENT - 1 YEAR TERM

Vote for One

Proposed by MMA Nominating Committee:

Elaine Aloes, Chair of Selectboard, Town of Solon

EXECUTIVE COMMITTEE MEMBERS - 3 YEAR TERM

Vote for Three

Proposed by MMA Nominating Committee:

David Cyr, Town Manager, Town of Frenchville

Melissa Doane, Town Manager, Town of Bradley

**Justin Poirier, Town Manager, Town Administrator
Town of Chebeague Island**

Please note that unlike municipal elections, MMA does not provide for "Write-in Candidates" since our process includes an opportunity to nominate a candidate by petition.

The Voting Ballot may be cast by a majority of the municipal officers, or a municipal official designated by a majority of the municipal officers of each Municipal member.

Date: _____ **Municipality:** _____

Signed by a Municipal Official designated by a majority of Municipal Officers:

Print Name: _____
Position: _____

Signature: _____

OR Signed by a Majority of Municipal Officers

Current # of Municipal Officers: _____

Print Names:

Signatures:

Return To:
*MMA Annual Election
Maine Municipal Association
60 Community Drive
Augusta, Maine 04330
FAX: (207) 626-3358
Email: rlambert@memun.org*

**MAINE MUNICIPAL ASSOCIATION
BIOGRAPHICAL SKETCH OF
PROPOSED SLATE OF NOMINEES FOR 2022 EXECUTIVE COMMITTEE**

**MMA VICE PRESIDENT
(1-Year Term)**

ELAINE ALOES (CHAIR OF SELECTBOARD, TOWN OF SOLON)

Professional & Municipal Experience:

- Chair of Selectboard, Assessor and Overseer of the Poor, Town of Solon, Maine (March 1998 – present)
- 2nd Selectman, Assessor and Overseer of the Poor, Town of Solon, Maine (March 1990 – March 1994)
- Auto Damage Appraiser, Bishop Adjustment Company (March 1990 – present)
- Budget Committee, Town of Solon (1995 – 1998)
- Owner/Operator, Mid Maine Adjustment Company (independent insurance adjusting company) (June 1987 – March 2005)
- Auto body repair businesses in Massachusetts and Maine (1972 – June 1987)
- Tax Preparer, H & R Block (1985 – 1992)
- Salesperson, Combined Insurance (health and accident insurance) (1985 – 1986)

Other Experience, Committees and Affiliations:

- Member, Somerset County Budget Committee (2001 – present); Vice Chair (2012 – 2016); Chair (2017 – present)
- Member, MMA Legislative Policy Committee (1999 – present)
- Member, MMA Executive Committee (2001 – 2003) and (Dec 2016 – present)
- Member, MMA Property & Casualty Pool Board of Directors (2001 – 2003) and (Dec 2016 – present)
- Member, MMA Workers Compensation Fund Board of Trustees, (2001 – 2003) and (Dec 2016 – present)
- Member, MMA Strategic & Finance Committee (2002 – 2003) and (2017 – present)
- President, Somerset County Municipal Association (2001 – present)
- First Park Representative (2006 – present)
- Member, MMA Nominating Committee for Executive Committee (2011, 2012 and 2014)
- Member, Maine Municipal Association Rural/Service Center Committee (2002)
- Member, Somerset County Jail Planning Committee (2006 – 2008)
- Vice Chairman, Somerset County Charter Commission (2008 – 2010)
- Chair, Regional School Planning Committee for MSAD 74, MSAD 59, MSAD 12, MSAD 13 and several small towns (2007 – 2009)

Education:

- High school graduate, Medfield High School, Medfield, Massachusetts
- Kennebec Valley Technical College (courses in computers, accounting and supervisory management)
- Insurance Institute of America (Introduction to Claims)
- State of Maine (four part Property Tax Assessment course)
- Maine Municipal Association (many workshops and training on a wide variety of municipal topics such as budget preparation, finance management, personnel issues, right to know, town meetings, assessing)
- Maine Local Roads Center (variety of workshops on road issues and maintenance)

Awards and Certifications:

- State of Maine, All Lines Adjuster
- Maine Roads Scholar – Maine Local Roads (completed ten required road related workshops to earn award)

MMA EXECUTIVE COMMITTEE MEMBERS
(3-Year Terms)

DAVID CYR (TOWN MANAGER, TOWN OF FRENCHVILLE)

Professional & Municipal Experience:

- Town Manager, Town of Frenchville (2021 – present)
- Town Manager, Town of Mars Hill (2014 – 2020)
- Resident Project Representative, NicCait Construction Services, Presque Isle
- Construction Engineer, Soderberg Construction, Caribou
- Engineer, Criterium Brown Engineers, Washburn
- Public Works Director, Town of Fort Kent
- Project Engineer, Civil Engineering Services, Brewer
- Public Works Director for the Unorganized Territories, County of Aroostook, Caribou
- Project Engineer, Cianbro Corporation, Pittsfield
- Engineer/Soil Technician, Brescia Construction/Caribou Soils, Inc., Caribou
- Selectmen, Town of Woodland (1995 – 2004); Chairman for five years
- Firefighter 1/EMT, Caribou Fire and Ambulance, Town of Caribou (1985 – 1988)
- Firefighter 1/EMT, Budd Lake Volunteer Fire Company, Budd Lake, New Jersey (1983 – 1984)

Other Experience, Committees and Affiliations:

- Member, MMA Executive Committee (2020)
- Member, MMA Property & Casualty Pool Board of Directors (2020)
- Member, MMA Workers Compensation Fund Board of Trustees, (2020)
- Member, MMA Strategic & Finance Committee (2020)
- Member, Aroostook Municipal Association (2014 – present); Treasurer (2017); Secretary (2017 – 2019); Vice Chair (2019 – 2020)
- Board Member, Northern Maine Development Commission Executive Committee (2014 - present), Chair (2016-2018); NMDC Revolving Loan Committee (2014 – present), Chair since 2016; NMDC Treasurer (2017); NMDC Finance & Audit Committee; Chairperson (2018 - present)
- President, Mars Hill Rotary Club (July 2016 – June 2020)
- Assistant Chief of Stadium, US Ski and Snowboard Association Supertour competition, Presque Isle (2019)
- Volunteer, Cross Country Ski Trail Groomer at Woodland Community Trails
- Volunteer, Biathlon World Cup Competitions in Presque Isle; Assistant Chief of Stadium (2016)
- Board Member, Northern Maine Solid Waste Management Committee, (1992 – 2000); Chairman (1999 – 2000)
- Member, MDOT Regional Transportation Advisory Committee (1997 – 2002); Chair (1999 – 2000)
- Member, Public Advisory Committee, MDOT Aroostook County Transportation Study
- Board Member, Maine Chapter of the American Public Works Association (1998 – 2000); Secretary (1999); Treasurer (2000)

Education:

- Bachelor of Mechanical Engineering Technology, University of Maine at Orono

Awards and Certifications:

- State of Maine State Board of Registration for Professional Engineers
- Maine Municipal Certified Assessor
- Maine Department of Transportation Local Roads Center “Road Scholar”
- Graduate, Rotary Leadership Institute, Rotary District 7810
- State of Maine Class A Commercial Driver’s License with Hazardous Materials Endorsement

MELISSA DOANE (TOWN MANAGER, TOWN OF BRADLEY)

Professional & Municipal Experience:

- Town Manager, Clerk, Treasurer, Tax Collector, General Assistance Administrator, Registrar of Voters and Road Commissions, Town of Bradley, Maine (2005 – present)
- Membership Coordinator, GrowSmart of Maine (2016 – 2020)
- Secretary/Administrative Assistant, Roy Associates, CPAs (2004 – 2005)
- Administrative Assistant/Town Agent, Town of Bradley, Maine (1998 – 2004)
- Coor, Clinical Operations/Secretary/Patient Accounts/Registrations, Neurology Associates, (1994 – 1998)
- Secretary/Receptionist, Dr. James Iannetta Medical Office (1991 – 1994)

Other Experience, Committees and Affiliations:

- Member, MMA Executive Committee (2019 – present)
- Member, MMA Property & Casualty Pool Board of Directors (2019 – present)
- Member, MMA Workers Compensation Fund Board of Trustees, (2019 – present)
- Member, MMA Strategic & Finance Committee (2019 – present)
- Member, Executive Board, Municipal Review Committee (2021 – present)
- Member, Executive Board, Maine Town, City & County Management Association (2016 – present)
- Co-Chair Membership Committee, Maine Town, City & County Management Association (2016 – present)
- Chair, Sponsorship Committee, Maine Town, City & County Management Association (present)
- Member, Maine Town, City & County Management Association (2005 – present)
- Member, Maine Town & City Clerks Association
- Member, Maine Municipal Tax Collectors & Treasurer Association
- Member, Maine Welfare Directors Association
- President, Executive Board, Living History Museum, Maine Forest and Logging Museum

Education:

- Business Management Studies, Husson College
- Associate Degree, Business Management, Beal College
- Associate Degree, Office Management, Beal College
- Associate College Preparation, Foxcroft Academy

Awards and Certifications:

- Certified Municipal Manager, Maine Town, City & County Management Association
- Rookie of the Year Award, Maine Town, City & County Management Association (2009)
- State of Maine Notary
- State of Maine Dedimus Justice

JUSTIN POIRIER (TOWN ADMINISTRATOR, TOWN OF CHEBEAGUE ISLAND)

Professional & Municipal Experience:

- Town Administrator, Town of Chebeague Island (Nov 2020 – present)
- Urban Development Specialist, City of Auburn (July 2020 – November 2020)
- Director, Maine Revenues Services, Property Tax Division (2017 – 2020); Deputy Director (2014 – 2017)
- Member, Town of Winthrop, Planning Board (2019 – 2020)
- Member, City of Augusta, Planning Board (2013 – 2018); Chair (2017 – 2018)
- Director, Community Development Coordinator; City of Bath (2012-2014; Coordinator (2011 – 2012)
- Administrative Assistant, Board of Selectpersons, Town of Pownal (2010 – 2011)
- Administrative Coordinator, Building Services Department, Town of Belmont, MA (2007 – 2010)

(continued)

Other Experience, Committees and Affiliations:

- Member, Maine Town City and County Management Association
- Member, Maine Association of Assessing Officers
- Member, Executive Committee, Greater Portland Council of Governments (January 2021 – present)
- Member, Ecomaine Board of Directors (2010 – 2011)

Education:

- Master of Public Policy; Concentration on Public Management, Environmental Policy, University of Massachusetts Dartmouth
- Bachelor of Arts in Public management; Major in Public Management; Minor in Political Science, University of Maine in Orono

Awards and Certifications:

- Certified Maine Assessor
- Certified Community Development Block Grant Administrator