

**- PUBLIC MEETING -**  
**Rockport Select Board**  
Monday, May 11, 2020 – 5:30 p.m.  
Geoffrey C. Parker Room  
Streamed at <https://livestream.com/Rockportmaine>

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**Please note: Due to the pandemic, the Select Board has been authorized by the state to meet remotely. At this meeting, the Board will be using Zoom to meet in a videoconference format. Public comments or questions should be sent to the Town Manager at [wpost@rockportmaine.gov](mailto:wpost@rockportmaine.gov) or can be provided remotely through the livestream of the meeting.**

**AGENDA**

**I. Call Meeting to Order**

**II. Walker Park Plaque Dedication**

**III. Town Manager's Report/Update**

**IV. Public Input on Non-agenda Items**

Public comment should be directed at issues not under discussion on this evening's agenda. Comment from the public will be welcome prior to each agenda item. Further comment will be granted only by permission from the Board. All public comment should be brief and to the point.

**V. Amendments to the Agenda**

**VI. Consent Agenda**

- a. Committee Resignation(s) Lou Laquaglia – Planning Board
- b. Meeting Minutes
  - March 23, 2020 Regular Meeting
  - April 22, 2020 Regular Meeting

**VII. Action Items**

- a. Act on Appointment of Election Clerks
- b. Act on Collective Bargaining Agreement Between Town and Teamsters Local No. 340 for the Public Works Department
- c. Act on Appointment of Victoria Condon to Planning Board as Regular Member
- d. Act on Amendments to the Reserve Accounts Policy
- e. Act on Approval of Repair to Pilings at Commercial Floats

**VIII. Discussion Items**

- a. Discuss/Refer Solar Land Use Regulations to Ordinance Review Committee
- b. Discuss Municipal Operations during Pandemic
- c. Discuss/Review Potential Budget Impacts of Pandemic

**IX. Announce Future Meetings, Office Closures, Etc.**

- a. May 25, 2020 – Town Offices Closed for Memorial Day
- b. May 26, 2020 – Regular Select Board Meeting
- c. June 8, 2020 – Regular Select Board Meeting

**X. Select Board Liaison Reports**

**XI. Adjournment**



## Town of Rockport, Maine

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### Town Manager's Office

Town Office  
101 Main Street  
Rockport, Maine 04856  
Telephone: 207-236-0806 x3  
Fax: 207-230-0112

### William S. Post, Town Manager

Email: [wpost@rockportmaine.gov](mailto:wpost@rockportmaine.gov)

### Diane Hamilton, Executive Assistant and General Assistance Administrator

Email: [dhamilton@rockportmaine.gov](mailto:dhamilton@rockportmaine.gov)

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## Town Manager's Report & Update May 7, 2020

### Brown Tail Moth

The school district has an employee that works on their grounds maintenance crew that is a licensed pesticide applicator. I have reached an agreement with the school district to use that employee to inject the trees at Marge Jones Recreation Fields with the pesticide for brown tail moths. In exchange, the school district will use one of our Public Works employees when they need to for grounds maintenance. The Town is purchasing the equipment needed for the injection and the pesticide. By using this employee, it saves the Town approximately \$4,000.

### Police Department Union

The Police Department is in the process of changing union representation. Therefore, negotiations have not started for a new collective bargaining agreement with the Police Department. The change should be finalized in June 2020.

### Re-Opening Plans

As you know, I have been working on re-opening plans and protocols for the town office, harbor, and library. The plans will be implemented in phases, with Phase 1 running from May 11<sup>th</sup> – May 31<sup>st</sup> and Phase 2 beginning June 1<sup>st</sup>. We are working diligently to acquire personal protective equipment and cleaning supplies, and plans for installing protective barriers, signage and floor markings where needed and appropriate. I will have a full update on the Phase 1 plan at the Select Board meeting on May 11<sup>th</sup>.

All staff have been directed to return to their regular schedules and locations on May 11<sup>th</sup>.

### Infrastructure Bond Projects

Mike Young and I continue to work on the projects identified to be funded by the Infrastructure Bond approved last November. Engineering work has started on Old Rockland Road and the bid package for the several roads that will be repaved will be released soon so that the paving can begin as soon as possible.

## Consent Agenda

- a. Committee Resignation – Lou Laquaglia, Planning Board – June 30, 2022
- b. Meeting Minutes
  - March 23, 2020
  - April 22, 2020

### *Suggested Motion:*

**I move the Board approve the consent calendar as presented. (or amended after any discussion/changes)**

**From:** [lilaquaglia@roadrunner.com](mailto:lilaquaglia@roadrunner.com)

**Subject: RE: Planning Board Meeting CANCELLED**

**Date:** April 22, 2020 at 3:17:04 PM EDT

**To:** "Joe Sternowski" <[jsternowski@rockportmaine.gov](mailto:jsternowski@rockportmaine.gov)>

**Cc:** "Clark Doran" <[doran7441@aol.com](mailto:doran7441@aol.com)>, "Jim Ostheimer" <[grimmet1@aol.com](mailto:grimmet1@aol.com)>, "Victoria Condon" <[vicmwc@gmail.com](mailto:vicmwc@gmail.com)>, "John Viehman" <[john@johnviehman.com](mailto:john@johnviehman.com)>, "Thomas Laurent" <[tml.rockportpb@gmail.com](mailto:tml.rockportpb@gmail.com)>, "Ted Skowronski" <[skowron@twc.com](mailto:skowron@twc.com)>, "Douglas Cole" <[dcole@rockportmaine.gov](mailto:dcole@rockportmaine.gov)>, "Bill Najpauer" <[bnajpauer@rockportmaine.gov](mailto:bnajpauer@rockportmaine.gov)>

**Reply-To:** [lilaquaglia@roadrunner.com](mailto:lilaquaglia@roadrunner.com)

As most of you know, we are moving back to Ohio. I will be leaving around June 6, 2020. With everything that is needed to move, finish building a new home and current health restrictions, I am resigning my position as of April 30, 2020. It has been a pleasure to serve on the PB, and work with everybody. Will miss interesting conversations and PB activities.

LOU

**ROCKPORT SELECT BOARD  
MEETING MINUTES  
MONDAY, MARCH 23, 2020  
SELECT BOARD WORKSHOP - 5:30 P.M.  
REGULAR SELECT BOARD MEETING IMMEDIATELY FOLLOWING WORKSHOP  
GEOFFREY C. PARKER COMMUNITY MEETING ROOM  
ROCKPORT OPERA HOUSE**

**Please note: Due to pandemic, the Select Board has been authorized by the state to meet remotely. At this meeting, a conference line has been set up and can/will be used by members that wish to call in and participate. Public comments or questions should be sent to the Town Manager at [wpost@rockportmaine.gov](mailto:wpost@rockportmaine.gov) or can be provided remotely through the livestream of the meeting.**

Present: Chair Debra Hall, Vice Chair Denise Munger, Douglas Cole, Mark Kelley and Jeffrey Hamilton (Remotely). Also, present: William Post, Town Manager and the camera person.

**I. CALL MEETING TO ORDER – Chair Hall called the meeting to order at 5:57p.m.**

**II. TOWN MANAGER’S REPORT/UPDATE**

Town Manager Post stated that Finance Director Brackett is available by phone during this meeting. The Manager has two different shifts working on alternate days at the Town Office and Public Works and he is working to keep everyone well. Everything is being sanitized in between the two shifts.

The emergency legislation recently approved allows for the postponement of the Town Meeting date. This will allow for holding public hearing on ordinance amendments and the two citizens’ petition and he recommended that the Board does postpone Town Meeting to a date uncertain. He stated that the Board does not have to vote on this as the Town has not posted the warrant yet, but it would be helpful.

Town Manager Post stated that there have been many questions on postponing the real estate due date of April 15<sup>th</sup> or deferring interest on property taxes. The legislation did not address this issue, so the Town is tied to the Town Meeting vote that set the tax due dates with interest to accrue the next day. He stated that counsel said that a way around that would be to have the Board move to delay the due date and the interest date and then having an article on the Town Meeting Warrant simply to ratify that decision so that the legislative body at Town Meeting could ratify that decision.

Vice Chair Munger asked if the Town needs the tax money to pay the bills. Town Manager Post replied that the Town needs the money and that is one reason the Town needs to increase the unassigned fund balance. The Town’s cash flow would be hampered if collecting taxes is delayed. The mortgage companies have been sending in tax money for their mortgage holders.

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Vice Chair Munger asked if this could be handled on a case-by-case basis. Town Manger Post replied that he would not recommend that tactic as it could cause concerns.

Board Member Kelley stated that the dates are set at Town Meeting by the voters.

There was Board discussion on the fact that the school payment of almost a million needs to be paid each month.

Board Member Cole stated that he knows it is important to keep the cash flow moving and that he understands that some people may be strapped, and they could approach the Town. He feels that the Town should try to keep our financing going as planned.

Chair Hall stated that she has been approached by several business that have been really strapped, and close to bankruptcy. Her heart goes out to them, but the Board needs to pay the Town's obligations. It would be great if this could be done on a case-by-case basis.

Town Manager Post stated that there is always the poverty abatement process. It is difficult not knowing what is going to happen with the federal and state government. He feels that it is best that the Town continue as normal for now so the Town bills can be paid. Hopefully, there will be help from the federal or state government for those people who need the help. He stated that he will continue to monitor the situation.

Town Manager Post stated that the Town has received the Government Finance Officer's Association's Distinguished Budget Presentation Award again. This is the third year. Congratulations to Megan Brackett and Molli Bennett in the Finance Department.

The Police Department's Administrative Assistant, Craig Cooley, resigned on March 10<sup>th</sup>. The position was posted internally for the Administrative Assistant for the Code Office, Assessing and Police Department and after a thorough vetting, Mandy Marriner-Everett has been hired for that position. That decision was affective last Friday.

Board Member Kelley asked if there was going to be recognition for a twenty plus year employee.

Town Manager Post stated that yes, the Police Department would be doing something in conjunction with the Town.

Board Member Cole asked if there a way that we can make the Manager's Report more efficient by not having the Manager's Report read since it is in writing and is on the web.

Board Member Hamilton stated that he appreciates the Town Manger reading the report and that the Town Manager adds to them in the meeting, so he personally appreciates the report at the meeting.

### **III. PUBLIC INPUT ON NON-AGENDA ITEMS**

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Town Manager Post stated that there are no comments on the livestream or by email at this point.

**IV. AMENDMENTS TO THE AGENDA**

Chair Hall suggested the following be added under action items: Board ratify the votes taken in the workshop, Board postpone the Secret Ballot and Town Meeting and to remove from the consent agenda the ORC Bylaws because she thinks they need to be edited from what is presented.

**Vice Chair Munger moved we amend the agenda along the lines that Chair Hall just proposed. Board Member Kelley seconded the motion. VOTE: 5 FOR – 0 OPPOSED**

**V. CONSENT AGENDA**

- a. Committee Bylaws Ordinance Review Committee
- b. Quit Claim Deeds
- c. Resignation MCSWC Board – Owen Casas

**Board Member Cole moved that the Board approve the consent agenda with the exception of the Committee Bylaws of the Ordinance Review Committee. Board Member Kelley seconded the motion. VOTE: 5 FOR - 0 OPPOSED**

Chair Hall stated that she proposes that the Board vote on these three items first on the agenda. The first is to ratify the votes that were taken during the budget workshop.

**Vice Chair Munger moved that the Board ratify the votes taken by the Board at the Budget Workshop. Board Member Cole seconded the motion. VOTE: 5 FOR – 0 OPPOSED**

**Chair Hall moved that the Board postpone the Secret Ballot and Town Meeting from June to an undesignated date. Board Member Kelley seconded the motion.**

Board Member Cole wondered if he and Board Member Kelley could vote on the motion because it keeps them in office longer than their term.

Town Manager Post stated that there is a date in the emergency legislation that the Town must hold a Town Meeting by, which he believes is January 2021 and the Town Charter states that all officers are to stay in their offices until a successor is elected.

Board Member Hamilton stated that he feels it should have been in the motion to include extending the workshops and the public meetings associated with town meeting.

**Chair Hall made a motion to amend the motion to postpone the Secret Ballot and the Town Meeting and all the associated public hearings for committees that are necessary thereto, to a date uncertain. Board Member Kelley seconded the motion. VOTE: 5 FOR – 0 OPPOSED**



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Chair Hall stated that the Ordinance Review Committee Bylaws should be edited in her opinion. She recommended edits as follows:

- Page one, last paragraph under membership, the bylaws state that committee members may attend meetings in person or by conference call. This should be clarified as those members on conference calls do not count toward a quorum or voting.
- Page two, section 6, bylaws state a quorum shall consist of a majority and that any action by the committee shall require the affirmative vote of a majority but it doesn't refer to the number that constitutes a quorum, but the bylaws do state in the first sentence, "physically present". The bylaws discuss a quorum but do not state a quorum is a number of those members voting unless you are physically present. She noted that the Parks & Beautification Committee Bylaws in section 5, second paragraph states that members may participate in a meeting by electronic means but not vote or be considered part of the quorum unless physically present. Chair Hall proposed that sentence be added under section 6 as a second paragraph of the ORC Bylaws and then under membership the third paragraph, delete the first sentence that states that "committee members may attend meetings in person or by conference call."

Vice Chair Munger asked if they should edit the first sentence under section 6 that would say that a quorum shall consist of a majority of the Committee.

Chair Hall stated that the word "physically" could just be deleted.

**Board Member Cole moved the Board adopt the language as recommended by Chair Hall. Board Member Kelley seconded the motion. VOTE: 5 FOR – 0 OPPOSED**

## **VI. ACTION ITEMS**

### **a. Act on Rockport Parks and Beautification Committee Bylaw Changes**

Board Member Kelley questioned section two, membership and section five, participation, voting and decisions.

Board Member Hamilton stated that under the bylaws alternate members are non-voting.

The Board discussed how many members are required for a vote and asked about alternate members.

Board Member Hamilton stated that maybe this is a good point in time to change section two where it states that the committee shall consist of nine members to stating membership with nine sitting members and up to five alternates. Then have section five state when alternates are allowed to vote.

Vice Chair Munger wondered if the bylaws already say that.

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The Board expressed concern regarding inconsistencies with other bylaws that have already been approved.

Board Member Cole stated that it is critical to pass the bylaws in order for the Committee to be able to conduct business. They have been having a problem with having a quorum at the meetings and therefore they cannot conduct business.

There was more Board discussion about alternates being able to participate in the meetings, but they don't get to vote unless one of the standing members is missing.

**Board Member Cole moved that the Board approve the Parks and Beautification Bylaws be amended to state in Section 5, the second paragraph to “members, including alternates, may participate in a meeting by electronic means, but not vote or be considered part of a quorum unless physically present. Alternates may participate in any meeting but shall not be included for a quorum or voting purposed except in the absence of a regular member.” Board Member Kelley seconded the motion. VOTE: 5 FOR – 0 OPPOSED.**

**b. Act on Committee Application(s)**

- **William Frohlich – Rockport Parks and Beautification Regular Member**
- **Sally Cook – Rockport Parks and Beautification Alternate Member**
- **Amy Jenner – Rockport Parks and Beautification Alternate Member**
- **Gretchen Leone – Rockport Parks and Beautification Regular to Alternate Member**

**Board Member Cole moved that the Board appoint William Frohlich to the Parks and Beautification Committee as a regular member for a term ending June 30, 2023. Board Member Kelley seconded the motion. VOTE: 5 FOR – 0 OPPOSED**

**Board Member Hamilton moved that the Board appoint Sally Cook to the Parks and Beautification Committee as an alternate member for a term ending June 30, 2023. Board Member Kelley seconded the motion. VOTE: 5 FOR – 0 OPPOSED**

**Board Member Kelley moved that the Board appoint Amy Jenner to the Parks and Beautification Committee as an alternate member for a term ending June 30, 2023. Vice Chair Munger seconded the motion. VOTE: 5 FOR – 0 OPPOSED**

**Board Member Hamilton moved that the Board appoint Gretchen Leone to the Parks and Beautification Committee as an alternate member for a term ending June 30, 2021. Board Member Kelley seconded the motion. VOTE: 5 FOR – 0 OPPOSED**

Chair Hall explained that the applicants are not present tonight which is not our usual procedure. Town Manager Post stated that they were asked to not attend because of the virus.

**c. Act on Approval of FY 2021 Municipal Budget**

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Town Manager reminded the Board that they had already approved this item at the end of the consent agenda by ratifying the votes that were taken on the budget in the workshop prior to this meeting.

**d. Act on Appointment of Select Board Representative to MCSWC Board**

Chair Hall stated that she had asked Vice Chair Munger to join the MCSWC as she has a lot of knowledge and background on the subject.

**Chair Hall moved that the Board appoint Denise Munger to the Midcoast Solid Waste Corporation Board of Directors for a term ending June 30, 2020. Board Member Kelley seconded the motion. VOTE: 5 FOR – 0 OPPOSED**

**e. Consideration of Appointment of Additional Comprehensive Plan Committee (from prior committee)**

Chair Hall stated that she had been contacted by Richard Remsen and he asked to be considered as an additional member to the Committee. Richard said that he had been on the committee in 2004 when the Comprehensive Plan was revised and again on the group that finished its work a couple years ago.

The Board discussed that he was superb as a member and that they are pleased that he is stepping forward again.

**Board Member Kelley moved that the Board appoint Richard Remsen to the Comprehensive Plan Committee. Vice Chair Munger seconded the motion. VOTE: 5 FOR – 0 OPPOSED**

**f. Act on Knox County Law Enforcement Mutual Aid Agreement**

Town Manager Post stated that the Town currently has mutual aid agreements with Camden and Rockland, but not one with Camden. Rockport, Rockland, Thomaston and Knox County. This item was developed because of the pandemic we are currently experiencing.

**Vice Chair Munger moved that the Board approve the Knox County Law Enforcement Mutual Aid Agreement as presented. Board Members Kelley and Cole seconded the motion. VOTE: 5 FOR – 0 OPPOSED**

**VII. DISCUSSION ITEMS**

**a. Review Landscape Plan for Library Site**

Board Member Cole showed a copy of the plan to the audience. (See attached.) While having technical difficulties with the livestream the Board had a discussion on general items.

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Chair Hall stated that she wanted to thank Owen Casas for his years of service on the MCSWC. He put in a lot of time and effort.

Board Member Hamilton stated that the Board needs to send a thank you card to Owen Casas.

The Board discussed the scheduled Budget Committee Meeting for tomorrow evening. There would be two members in attendance and the other members would attend the meeting telephonically.

Board Member Cole reported on the five-page report received from the landscape architect. He reviewed the 10 parts of the landscape design which includes lighting, grass areas, retaining walls, benches, and the relocation of the Weidman Monuments. He explained the intersection and proposed landscaping. There are proposed gravel pathways in the upper terrace, then grass behind the building and on either side of the entryway and two islands.

Board Member Cole next explained the main entrance on Limerock Street. The concrete area will be done by Phi. Donations will pay for a paved terrace, donor bricks will go into the program space where benches will be placed in the patio area, the retaining wall and various plantings which will be donated by Season's Downeast Enterprises. There will be a butterfly garden, privately funded and another smaller garden where the Weidman Memorial will go. Phi is getting the price on what it will cost. Donations will be needed to pay for the rest of the work.

**Board Member Cole moved that the Select Board accept in concept the landscaping plan for the new library. Vice Chair Munger seconded the motion.**

Board discussion ensued on plantings, lighting and installing conduit for more lighting later. Phi is getting the prices for these items.

Town Manager post stated that it is great to have a concept approved in order to find funding.

**VOTE: 5 FOR – 0 OPPOSED**

**VIII. ANNOUNCE FUTURE MEETINGS, OFFICE CLOSURES, ETC.**

- March 24, 2020 Budget Committee Meeting 5:30 p.m. (GCPR) Consensus Votes
- April 13, 2020 Regular Select Board Meeting
- April 20, 2020 Town Offices Closed for Patriots Day

**IX. SELECT BOARD LIAISON REPORTS – None this meeting**

**XI. ADJOURNMENT**

**At 7:28 p.m., Vice Chair Munger moved to adjourn the meeting. Board Member Hamilton seconded the motion. VOTE: 5 FOR – 0 OPPOSED.**

Respectfully submitted,

SELECT BOARD MEETING MINUTES  
MONDAY, MARCH 23, 2020

LINDA M. GREENLAW  
TOWN CLERK as RECORDING SECRETARY

**MEETING MINUTES**  
**WEDNESDAY, APRIL 22, 2020 AT 5:30 P.M.**  
**RESCHEDULED FROM MONDAY, APRIL 13, 2020**  
**GEOFFREY C. PARKER COMMUNITY MEETING ROOM**  
**ROCKPORT OPERA HOUSE – VIA VIDEOCONFERENCE**  
**STREAMED AT <https://livestream.com.Rockportmaine>**

**Please note: Due to pandemic, the Select Board has been authorized by the state to meet remotely. At this meeting, the Board will be meeting in a videoconference format. Public comments or questions should be sent to the Town Manager at [wpost@rockportmaine.gov](mailto:wpost@rockportmaine.gov) or can be provided remotely through the livestream of the meeting.**

Remotely present: Chair Debra Hall, Vice Chair Denise Munger, Douglas Cole, Mark Kelley and Jeffrey Hamilton and Kerry Leichtman, Assessor and Linda M. Greenlaw, Town Clerk.  
Present at Opera House: William Post, Town Manager and the audio/visual technician.

**I. CALL MEETING TO ORDER – Chair Hall called the meeting to order at 5:33 p.m.**

**II. TOWN MANAGER’S REPORT/UPDATE**

Town Manager Post stated that there may be paperwork for the Select Board to sign if needed. It will be available tomorrow for at least three Board members to sign. Any paperwork will be on the table in the front entry of the Town Office.

The Fire Department received a \$1,500 grant from Walmart and a \$5,000 grant from the Camden Rotary to purchase smoke detectors for the community.

The Town was able to lock in for oil for the next fiscal year. The Town locked in at \$1.5578 per gallon with Dead River Company

The April excise tax is a concern for us. In March it was down 10%. This month we expect it to be down a much higher percentage.

Board Member Kelley stated that we should see an extreme spike once the emergency status and the 30 days have passed.

Town Manager Post stated that real estate taxes are at 71% collected and the Town Clerk processed \$137,000 today. The cash flow is fine at this point but will be watched closely.

LED streetlights have been arriving at Public Works. The installation should start at the end of May depending on when the smart controls are received.

The Town received a safety grant from MMA in the amount of \$1,447 for safety equipment for Public Works. Credit goes to Diane, the Manager’s executive assistant.

Board Member Cole asked when Beauchamp Point Road would be open.

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Town Manager Post stated that cleanup from the last storm has taken the Public Works crew attention.

The Town received a resignation from Lou Laquaglia from the Planning Board. The resignation is effective April 30<sup>th</sup>.

Town Manager Post stated that the Governor approved an order concerning lodging business including inns, motels, hotels and short-term rental properties. The Order does not allow any reservations or stays to occur during the stay-at-home order. In addition, these lodging establishments must post a notice on their websites. Rentals can only be given to doctors and other medical employees. The Police Department sent out letters to thirty-seven lodging establishments along with a copy of the order for educational purposes. The Police Department received some responses.

Chair Hall asked if the Manager knew what the reasoning is for not allowing reservations to be taken now for advance, supposedly post-COVID 19 time periods, subject to cancellation due to the uncertainties. The Town Manager remarked that he did not know and that he had not heard anything in regard to it. He gave credit to the Police Department for researching and tracking down owners of short-term rentals. He stated that there will be follow up by the Police Department if there are known issues.

Vice Chair Munger stated that it is good to have a data base for short-term rentals in anticipation of our future consideration of regulating such activities.

Board Member Cole asked if there was any update on lighting on the bridge. Town Manager Post stated that the Town is not giving up on lights for the bridge.

### **III. PUBLIC INPUT ON NON-AGENDA ITEMS**

Town Manager Post stated that there were no comments on the livestream or by email at this point.

### **IV. AMENDMENTS TO THE AGENDA –**

Town Manager Post stated that the Minutes for the March 23<sup>rd</sup> regular meeting were not ready yet. The minutes for March 23<sup>rd</sup> are for the Budget Workshop on that date.

### **V. CONSENT AGENDA**

- a. Quit Claim Deeds
- b. Meeting Minutes
  - March 9, 2020
  - March 23, 2020 Workshop/Regular Meeting
  - April 6, 2020

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Board Member Hamilton remarked that he had some corrections to the minutes of the March 23<sup>rd</sup> workshop meeting. The Board agreed to take the minutes off the Consent Agenda.

**Board Member Cole moved that the Board approve the consent calendar as presented. Board Member Kelley seconded the motion. VOTE: 5 FOR – 0 OPPOSED (Vote by roll call)**

Board Member Hamilton stated there should be a correction on the first page, section II, fourth paragraph and on page 2, ninth paragraph wants amendment for clarification. He will get the Town Clerk the wording tomorrow.

Also, page 1 – under section II – 4<sup>th</sup> paragraph down, he suggested that the wording should be changed as follows:

“Board Member Hamilton stated that he recommends retaining the savings of \$15,000 and not drawing from the Unassigned Fund Balance.”

And on page 2 – under section II – 9<sup>th</sup> paragraph down, he suggested that the wording should be changed as follows:

“Board Member Hamilton offered that to reduce Town expenses at this point in time would be the best thing to do. He stated that the Town should be overly frugal at this time and that we may not be where we should be with excise tax intake.”

**Vice Chair Munger Member Cole moved that the Board approve the minutes of the March 23<sup>rd</sup> Workshop as amended. Board Member Kelley seconded the motion. VOTE: 5 FOR - 0 OPPOSED (Vote by roll call)**

## **VI. ACTION ITEMS**

### **a. Act on Award of Walker Park Seawall Reconstruction**

Town Manager Post stated that the Town received five bids. The project was bid with three options, #1 if constructed in conjunction with the neighboring property in winter/spring of 2020, #2 if constructed independently of the neighboring property's project in winter/spring 2020 and #3, if constructed independently of the neighboring property's project in fall 2020/winter 2021. The Town is limited as to when the project can be completed because of funding restrictions. The project should be completed in the fall. The lowest bidder was L.G. Whitcomb Landscaping, LLC. For \$39,000.

**Board Member Hamilton moved that the Town of Rockport award the bid for the Walker Park Seawall Stabilization Project, to be completed as that described in the proposals, for \$39,000 to Whitcomb Landscaping LLC. Board Member Kelley seconded the motion. VOTE: 5 FOR – 0 OPPOSED (Vote by roll call)**

### **b. Act on Taxation of Timeshares Ordinance**



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Town Manager Post explained that this subject was brought up to the previous Town Manager but never moved forward. The Town submits 3,600 tax bills to the Samoset Timeshare owners for real estate taxes. The proposed process will save the Town printing and postage fees and should also save time in the tax collector's office. The Samoset previously saw the process as burdensome, but with the advance in technology, the Samoset General Manager believes that they can implement the system of collecting taxes.

Assessor Leichtman stated that the Town Manager had pretty well covered the process. The ordinance will relieve a burden for the Town and save the Town from sending so many bills. The Samoset would add the fee to the maintenance fee that they bill the timeshare owners. Connie Russell, the manager agrees with the process. The smallest bill that we charge for a unit is \$11.94.

Board Member Hamilton asked how many total tax bills are sent a year. Assessor Leichtman responded that the Town mails 6,200 tax bills. The new process would eliminate half of the bills that have to be generated.

Town Manager Post stated that in doing the research for this project, he discovered that it allows the Select Board to adopt the ordinance without a town meeting vote. The Town Attorney agrees that it is allowed. The Town Manager thanked Assessor Leichtman's office for crafting the ordinance. The Select Board, one by one, will need to come to the Town Office to sign the document if it is approved.

**Vice Chair Munger moved that the Board approve the Taxation of Timeshares Ordinance as presented. Board Member Hamilton seconded the motion. VOTE: 5 FOR – 0 OPPOSED (Vote by roll call)**

Board Member Hamilton thanked Assessor Leichtman for a job nicely done.

Vice Chair Munger stated that this depicts efficient staff at work.

**c. Act on Creation and Appointments to Camden/Rockport Broadband Task Force**

Chair Hall stated that her recommendation was that the first thing that needs to be done is to disband the current committee and to appoint a new task force. The current committee has not met recently and was divided into two areas of focus including an update for the Town's website, which the Manager is handling, and the broadband effort. She explained that John Viehman, Joe Sternowski and herself were on that former committee, focused on the broadband issue. She noted that it makes sense for the existing Camden/Rockport ad hoc group to be made official and that Camden prefers a task force to a standing committee. She agrees because it is a finite project. The Camden Select Board have already approved the creation and appointment of the Camden/Rockport Broadband Task Force and have appointed two members with a third to be determined.

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**Board Member Hamilton moved that the Board disband the current Rockport Technology Committee and with the Town of Camden create the Camden/Rockport Broadband Task Force and appoint Debra Hall, John Viehman and Joe Sternowski to that Task Force to represent the Town of Rockport. Board Member Kelley seconded the motion. VOTE: 5 FOR – 0 OPPOSED (Vote by roll call)**

**VII. ANNOUNCE FUTURE MEETINGS, OFFICE CLOSURES, ETC.**

- May 11, 2020 – Regular Select Board Meeting

**VIII. SELECT BOARD LIAISON REPORTS –**

Chair Hall called on Vice Chair Munger to give an update on the Library.

Vice Chair Munger stated that they are using the services of interior designer Nadine Cole. The costs for the designer are funded by a donation. The designer has provided an estimate of \$102,000 for the first-floor furnishings, including \$80,000 for bookshelves. The shelving is needed by September. The Library Foundation has the funding, through the Library Committee to purchase the shelving, and will raise money to reimburse the Library Committee. The designer feels that \$20,000 more is needed to make the upper level look finished. The lower level furnishings have been approved by the library designer and have received the approval of the Town. They have been paid for by a generous donor.

Chair Hall noted that while the Library Building Committee has not been disbanded, most of their work has been done and that it does not seem necessary to bring the Library Building Committee together for their approval. Some of the committee members have been involved and are in agreement with the recommendations and the committee had previously approved unanimously the choices suggested by the town's interior designer.

The Select Board agreed and approved moving forward.

Town Manager Post stated that at one point, there will be a list of what has been donated, such as custom shelving, doors, etc. and the Board will approve these donations in the fall.

Chair Hall asked where we are on the building process.

Town Manager Post stated that we are definitely on track. The windows are in, the doors are coming next week, and the brickwork has been started on the back of the building. The sheetrock is 75% up and the sprinkler system is in the works. The workers are wearing masks and social distancing. The contractor and Town have cut down on visitors going into the building to see the progress. It is going well.

Board Member Kelley stated that none of his committees have met. Since we are tight on revenues and taxes and potentially have a chunk of change coming in, he asked if the staff been told to curb spending.

SELECT BOARD MEETING MINUTES  
WEDNESDAY, APRIL 22, 2020

Town Manager Post stated that all department heads have curbed unnecessary spending. He and Finance Director Brackett are tracking the expenses and intake of funds. If the Town does not collect all revenue as budgeted, it will be shown in the accounting of the unassigned fund balance.

Board Member Kelley asked if people register vehicles after July 1<sup>st</sup> could that funding be applied to this year's budget.

Town Manager Post stated those funds would be applied to the fiscal year 2020/2021. There would be a shortfall in 2020 and an overage in 2021. It would potentially even out over the two-year period.

Board Member Kelley asked for a projection at the next meeting as to where we might be on the budget.

Board Member Hamilton had nothing to report.

Board Member Cole stated the Investment Committee and the Library Committee had not met. Lou has resigned from the Planning Board. The planning Board is trying to set up a meeting on two Solar Farms. The Parks Committee had four sugar maples donated and they are being kept at the nursery until we can plant them. The Town has sold one of the memorial benches and it will be in place by June 30<sup>th</sup> and this should allow the Town to be able to buy another bench or two.

A group of individuals have been meeting, no employees are involved, and have been doing clean-up projects in the parks. They cleaned up by the fence at the library, down by the lime kilns and the sign at Route 1 and 90 has new trim board and a light. There has also been clean up at Goodridge Park.

Town Manager Post gave an update on the Planning Board. Planning Board Chair Joe Sternowski, Planner Bill Najpauer and he had a conference call meeting today with guidance from the Town Attorney. The attorney discourages site walks and suggests using a video through Zoom. They are moving forward with a draft meeting schedule early next week.

Chair Hall thanked all the volunteers for keeping the Town looking good.

There is a drop box on the side of the building for taxes. There are forms and other information available in the front entryway.

The Board thanked Geoff Parker for all he does for the Town.

## **XI. ADJOURNMENT**

**At 6:30 p.m., Board Member Hamilton moved to adjourn the meeting. Vice Chair Munger seconded the motion. VOTE: 5 FOR – 0 OPPOSED (Vote by roll call)**

SELECT BOARD MEETING MINUTES  
WEDNESDAY, APRIL 22, 2020

Respectfully submitted,

LINDA M. GREENLAW  
TOWN CLERK as RECORDING SECRETARY

## **Action Items**

- a. Act on Appointment of Election Clerks

### **Manager's Comments: Action item**

The Town Clerk has submitted a list of names to be appointed as election clerks for the upcoming election(s). Not everyone on the list will be utilized, but they all should be appointed to serve so she has a pool of individuals to use.

### ***Suggested Motion:***

**I move the Board appoint the election clerks as recommended by the Town Clerk.**

## 2020 ELECTION CLERK APPOINTMENTS

NAME	PARTY AFFILIATION
AMES-CRUZ, CATHLEEN E.	DEMOCRAT
ANNIS, C. HERBERT	DEMOCRAT
BARTLETT, HEAVEN L.N.	DEMOCRAT
COLE, ANN G.	DEMOCRAT
COOK, SALLY	DEMOCRAT
DORAN, KAREN T.	DEMOCRAT
KUMBLE, STEPHANIE A.	DEMOCRAT
MURPHY, TRACY LEE	DEMOCRAT
RICHARDSON, BRENDA S.	DEMOCRAT
ROSENBAUM, JAN	DEMOCRAT
SALTONSTALL, ELIZABETH (BETSY)	DEMOCRAT
SCHROEDER, JANE	DEMOCRAT
VAUTOUR, FAITH A.	DEMOCRAT
WHEATON, MARIETA E.	DEMOCRAT
WOODWARD, JENNIFER B.	DEMOCRAT
BRACKETT, MEGAN	REPUBLICAN
CLEMENT, JULIA	REPUBLICAN
COX, THOMAS	REPUBLICAN
DOUCETTE, FAYE P.	REPUBLICAN
GREENLAW, WALTER G.	REPUBLICAN
HAMILTON, DIANE	REPUBLICAN
HART, FRANCES C.	REPUBLICAN
HUNTER, VERNON B.	REPUBLICAN
WITT, PATRICIA A.	REPUBLICAN
LEICHTMAN, KERRY A.	UNENROLLED

## **Action Items**

- b. Act on Collective Bargaining Agreement Between Town and Teamsters Local No. 340 for the Public Works Department

### **Manager's Comments: Action item**

Negotiations between the Town and the union representing public works employees have been successful and we have reached a tentative agreement. The major difference in the new agreement is that wages will increase 3% each year, which is in line with the expiring agreement. Included in your materials is the re-lined agreement so that you can see the proposed changes.

### ***Suggested motion:***

**I move the Board approve the Collective Bargaining Agreement Between Town and Teamsters Local No. 340 for the Public Works Department**

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**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**THE TOWN OF ROCKPORT**  
**AND**  
**TEAMSTERS LOCAL NO. 340**  
**AFFILIATED WITH THE**  
**INTERNATIONAL BROTHERHOOD OF TEAMSTERS**  
**FOR THE**  
**ROCKPORT PUBLIC WORKS DEPARTMENT**

[2020-2023](#)

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1 **ARTICLE 1 – PREAMBLE**

2  
3 Pursuant to the provisions of the Municipal Public Employees Labor Relations Act  
4 (Title 26, M.R.S.A. §§961 through 974, as amended), the Town of Rockport (Town)  
5 and Teamsters Local 340, affiliated with the International Brotherhood of Teamsters  
6 (Union) have entered into this Collective Bargaining Agreement in order to establish  
7 the terms and conditions pertaining to wages, hours, working conditions, and  
8 contract grievance arbitration.

9 **ARTICLE 2 – RECOGNITION**

10  
11 Pursuant to 26 M.R.S.A. 962 (2), the Town recognizes the Union as the sole and  
12 exclusive bargaining agent for the purpose of negotiating wages, hours, working  
13 conditions, and contract grievance arbitration for all full-time non-salaried Public  
14 Works employees including the positions of truck driver/equipment operator/laborer  
15 and administrative assistant within the bargaining unit who are public employees as  
16 defined by 26 M.R.S.A. 962 (6) and as determined by the Maine Labor Relations  
17 Board's Election Results dated January 27, 2010.

18  
19 The Town recognizes the right of the Union to designate a shop steward and alternate  
20 shop steward (who shall act only in the absence of the shop steward). The Union  
21 shall notify The Town Manager and Public Works Director in writing of the identity  
22 of Shop Stewards/Alternates and the Local Unit President, their terms of  
23 appointment, and shall promptly notify the Town Manager and Public Works  
24 Director in writing of any changes. No Officer, Shop Steward or Alternate shall be  
25 recognized until such notification of appointment has been received.

26  
27 The authority of the Shop Steward (alternate) designated by the Union shall be  
28 limited to, and shall not exceed, the following duties and activities:

- 29  
30 A. The investigation and presentation of grievances in accordance with the  
31 provisions of this Agreement.  
32 B. The collection of dues when authorized by appropriate local union action.  
33 C. The transmissions of such messages and information which shall originate  
34 with and are authorized by the local union or its officers, provided such  
35 messages and information have been reduced to writing.

36 **ARTICLE 3 – UNION MEMBERSHIP**

37  
38 1. All employees shall have the right to join the Union or refrain from doing so  
39 except as otherwise provided herein. No employees shall be favored or

1 discriminated against either by the Town or by the Union because of membership  
2 or non-membership in the Union. The Union recognizes its responsibilities as  
3 bargaining agent and agrees to represent all employees in the bargaining unit  
4 without discrimination, interference, restraint or coercion.  
5

- 6 2. For employees who join the Union, the Town shall deduct regular weekly dues  
7 upon receipt of a signed authorization from each employee (a copy of which is to  
8 be retained by the Town) and a certified statement from the Secretary-Treasurer  
9 of the Union as to the amount for dues. Such authorization shall be for the life  
10 of this Agreement, unless an employee notifies the Town in writing thirty (30)  
11 days before his/her desire to revoke the authorization for check off.  
12
- 13 3. For employees who choose not to join the Union, such employees shall pay a fair  
14 share charge of 80% of the Union's regular periodic dues. Upon notification by  
15 the Union, the Town shall automatically deduct the fair share charge. The Union  
16 shall have the right to enforce this payment provision pursuant to any legal or  
17 regulatory procedures.  
18
- 19 4. The Town shall forward all dues and fees collected in accordance with  
20 Paragraphs 2 and 3 to the Secretary-Treasurer of the Local Union before the tenth  
21 (10<sup>th</sup>) day of the month following the month in which deductions are made.  
22
- 23 5. The Union shall indemnify, defend and hold the employer harmless against all  
24 claims, suits, legal costs, and penalties which may arise by reason of any action  
25 taken in making deductions of said dues and remitting the same to the Union  
26 pursuant to this Article.

#### 27 **ARTICLE 4 – RESIDENCE REQUIREMENT/COMMUTE TO WORK**

28  
29 The Select Board desires that the Town employ the best-qualified persons who are  
30 available at the salary levels being offered for Town employment. Among equally  
31 qualified candidate's preference will be given to residents of the Town, then to those  
32 candidates who are willing to establish residency within the Town limits. Non-  
33 residency will not, however, preclude employment. Certain key public safety  
34 positions will, however, be subject to reasonable guidelines governing travel time to  
35 the place of employment. These guidelines will be established by the Town  
36 Manager.

#### 37 **ARTICLE 5 – PROBATIONARY PERIOD**

38  
39 All new regular Town employees are probationary for the first twelve (12) months  
40 of employment, provided that, unless stated otherwise in this Agreement,

1 probationary employees will be eligible to earn and/or receive the benefits available  
2 to non-probationary employees under this Agreement. The probationary period shall  
3 be considered an extension of the selection process. Probationary employees shall  
4 be evaluated prior to the end of the probationary period and may be removed by the  
5 Town Manager at any time within the probationary period without cause and without  
6 appeal. Employees will be provided an opportunity to discuss the reasons for the  
7 decision prior to termination of employment. An employee who is appointed as a  
8 non-probationary employee to the same classification as that in which the employee  
9 previously served on a probationary basis is credited with such non-permanent time  
10 for the period of completion of the probationary period and eligibility for fringe  
11 benefits only, so long as there has been no break in the employee's continuous Town  
12 service. Any break in such service, even during the probationary period, will  
13 necessitate serving a new probationary period. Crediting of this new probationary  
14 time does not, however, affect the employee's seniority, which is based upon  
15 appointment to the position as a non-probationary employee.

16  
17 Upon promotion to a new grade/position, an employee will serve a six-month  
18 probationary period in that new position/grade as an extension of the promotion  
19 process (the "Promotional Probationary Period"). During the Promotional  
20 Probationary Period, the employee's wages will equal the employee's wages before  
21 the promotion, or the starting wage rate on the scale for a new employee in that  
22 position, whichever is greater. After successful completion of the Promotional  
23 Probationary Period, an employee's wage will increase to that of an employee in  
24 year one of the position, or the next wage rate on the scale for the new position that  
25 is greater than the employee's wage rate was before the promotion, whichever is  
26 greater. If the employee does not successfully complete the Promotional  
27 Probationary Period, as determined solely by the Public Works Director, the  
28 employee may choose to return to his/her prior position and will receive the same  
29 wage rate as he/she received before the Promotional Probationary Period.

### 30 ARTICLE 6 – WAGES

31  
32 Please refer to **Appendix A-Wages** for the wage schedule.  
33

### 34 ARTICLE 7 – WEEKLY PAY PERIOD

35  
36 The workweek for payroll purposes shall be from 12:00 a.m. Friday to 11:59 p.m.  
37 Thursday of any given calendar week  
38

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1 normally scheduled shift, the current shift length is eight (8) hours (7:00-3:30  
2 with unpaid lunch).

3 6. Each employee may be entitled to two paid rest breaks of fifteen (15) minutes  
4 duration each per day (one in the morning and one in the afternoon) and one  
5 unpaid meal break. The meal break shall be thirty minutes (30). Rest break time  
6 may not be combined, may not be used to extend the lunch break, nor does it  
7 accrue beyond the particular day should the employee choose to not exercise this  
8 entitlement. The actual start time of the breaks may vary from day to day and  
9 must be approved in advance so as not to interfere with Town operations.

## 10 ARTICLE 9 – HOLIDAYS

### 11 1. List of Paid Holidays

12 Subject to the rules specified below, the following holidays shall be paid  
13 holidays:  
14

15  
16 New Year's Day  
17 Martin Luther King Day  
18 Presidents Day (Washington's Birthday)  
19 Patriots Day  
20 Memorial Day  
21 Independence Day  
22 Labor Day  
23 Columbus Day  
24 Veterans Day  
25 Thanksgiving  
26 The Day following Thanksgiving  
27 ½ Day before Christmas (except if Christmas falls on a Sunday)  
28 Christmas Day  
29

30 As a general rule, the Town shall observe the holiday schedule established  
31 annually by the Maine Department of Administration.  
32

33 2. An employee whose normal day off falls on a holiday will be paid eight (8) hours  
34 at straight time.

### 35 3. Holidays during Vacation Periods

36 An employee shall not be charged an additional day of vacation leave should a  
37 paid holiday fall within his/her vacation period, provided that the employee meets  
38 the eligibility requirements below (Paragraph 5).

1 4. Holidays during Leave of Absence

2 A person on a leave of absence without pay shall not be entitled to holiday pay.

3  
4 5. Eligibility Requirements

5 In order to qualify for holiday pay, an employee must actually work on his/her  
6 last scheduled workday prior to the holiday and the first scheduled day after the  
7 holiday. Exception may be granted in writing by the Town Manager.

8  
9 6. Holiday Pay

10 a. If an employee is authorized to work on a holiday, the employee shall receive  
11 eight hours of holiday pay plus his/her overtime rate of pay for any hours actually  
12 worked.

13  
14 b. If an employee is authorized to work on Christmas Day, the employee shall  
15 receive eight (8) of holiday pay plus double time for any hours actually worked.

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16  
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18 **ARTICLE 10 – VACATIONS**

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19  
20 A. Accrual and Provisions

21 Each employee within this bargaining unit shall earn vacation time with pay, on  
22 the following basis:

- 23 1. Eighty (80) hours per year after the first completed full year of service through  
24 the fourth (4th) year of service. (Vacation time will be accruing during the first  
25 year, but no vacation time can be taken prior to completion of the first year.)
- 26 2. One hundred twenty (120) hours per year during the fifth (5th) through the ninth  
27 (9<sup>th</sup>) year of service.
- 28 3. One hundred sixty (160) hours per year during the tenth (10th) through the  
29 nineteenth (19<sup>th</sup>) year of service.
- 30 4. Two hundred (200) hours per year during the twentieth (20<sup>th</sup>) year of service and  
31 each year thereafter.
- 32 5. Vacation shall be granted at such time or times as shall be mutually agreeable in  
33 writing to the employee and the Public Works Director. Vacation accrued in  
34 excess of twice the amount of annual accrual at the current rate, as of the  
35 employee's anniversary date of each year shall be lost. Exception may be granted  
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1 upon recommendation of the Public Works Director and sole discretion of the  
2 Town.

3  
4 B. Employees going on vacation shall receive earned vacation pay in advance, if  
5 requested, provided advance written notice of at least seven (7) days is submitted  
6 to the Finance Director.

7 **ARTICLE 11 – LEAVE**

8  
9 1. **Bereavement Leave/Funeral Leave**

10  
11 A. An employee may be excused from work for up to five (5) workdays  
12 because of death of his or her spouse, domestic partner as defined below,  
13 or children, and four (4) days for a death in his/her immediate family as  
14 outlined below, and shall be paid his or her regular rate of pay for the  
15 scheduled work hours missed. It is intended that this time off be used for  
16 the purpose of handling necessary arrangements, and for attendance at the  
17 funeral. At the discretion of the Town Manager, sick leave credit may also  
18 be used to supplement bereavement leave. All bereavement leave must be  
19 used within six (6) months of date of death.

20 B. Immediate family is defined to mean: mother, father, brothers, sisters,  
21 mother-in-law, father-in-law, brother-in-law, sister-in-law, grandfather,  
22 grandmother, grandchildren, stepfather, stepmother, stepchildren, or other  
23 relative if living in the same household as the employee.

24 C. One (1) workday may be granted to employees, at the sole discretion of  
25 the Town Manager, for attendance at funerals of persons not covered under  
26 the above definition.

27 D. “Domestic partner” means the partner of an employee who:

- 28 1. is a mentally competent adult;
- 29 2. has been legally domiciled with the employee for at least twelve (12)  
30 months;
- 31 3. is not legally married to or legally separated from another individual;
- 32 33
- 34 4. is the sole partner of the employee and expects to remain so;
- 35



1 5. is not a sibling of the employee; and

2  
3 6. is jointly responsible with the employee for each other's common welfare  
4 as evidenced by joint living arrangements, joint financial arrangements or  
5 joint ownership of real or personal property.  
6

7 2. Sick Leave

8  
9 A. Rate of Accrual: Sick leave shall accrue at the rate of eight (8) hours for each  
10 full calendar month of service, cumulative to a maximum of eight hundred  
11 (800) hours for employees hired prior to September 12, 2005 and four hundred  
12 and eighty (480) hours for employees hired on or after September 12, 2005.  
13 For the purposes of this section, the first month of an employee's service shall  
14 be counted as a full month of service, if employment begins on or before the  
15 fifteenth (15<sup>th</sup>) day of the month.

16 B. Use of Sick Leave:

17 Sick leave may be used only in the following cases:

- 18  
19 a) Personal illness or physical incapacity of such degree as to render the  
20 employee unable to perform the duties of his position unless the employee  
21 is capable of other work in his department and is assigned to such other  
22 work. If requested, the employee shall furnish the Public Works Director  
23 with a certificate from his attending physician.
- 24 b) Sick leave to provide care for employee's parent, spouse and child is  
25 permitted. Documentation may be requested by the Public Works Director  
26 or Town Manager.
- 27 c) Personal medical or dental appointments that cannot be scheduled outside  
28 of work hours.
- 29 d) As a supplement to Income Protection payments. (See Article 16-  
30 Insurance/Benefits.)
- 31 e) As a supplement to the bereavement/funeral leave, at the discretion of the  
32 Town Manager, as outlined above.

- 1 f) Absences for a fraction or a part of a day that are chargeable to sick leave  
2 in accordance with this section shall be charged proportionally in amounts  
3 not smaller than one hour per occasion. The parties agree that the leave  
4 balance reported and printed on a monthly basis accurately reflects each  
5 employee's earned and accrued leave, even if different from the amount  
6 reported on a paystub. The Town Manager shall review all sick leave  
7 records periodically and investigate any cases that indicate abuse of the  
8 privilege. Abuse of the sick leave privilege shall be cause for discipline  
9 including dismissal.
- 10 g) Employees are eligible for workers compensation for a service-connected  
11 injury, and may elect to take earned sick leave in addition to workers  
12 compensation, to the extent that it provides full net regular pay and to the  
13 extent of earned sick leave credit or income protection plan under Article  
14 13 – Insurance/ Benefits.

15 3. Families and Medical Leave

- 16
- 17 A. Family and Medical Leave shall be granted pursuant to state and federal  
18 laws and regulations.
- 19 B. Family and medical leave may be extended at the sole discretion of the  
20 Town Manager. If leave is extended, the employee may or may not be  
21 restored to the same or equivalent position.
- 22 C. Any employee eligible for and who receives family and medical leave shall  
23 continue to receive the Town's paid portion of the health insurance  
24 premium.
- 25 D. Employees required to report for possible jury duty, or to appear as a  
26 witness, agree to inform the Town as soon as possible of such notice to  
27 report, and any subsequent obligations, and to return to work promptly  
28 after such jury or witness duty is completed or if the employee is released  
29 early on any given jury/court day.

30 4. Military Leave

31 Military leave, and right to re-employment after such leave, are available to  
32 employees of the Town under the terms and conditions of applicable Federal and  
33 State law. Any person restored to service under such law shall be restored with  
34 accrued seniority.

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5. Reserve Service Leave

Reserve service leave is available to employees who are members of the military reserves or National Guard, under the terms of applicable Federal and State law. In addition, for any period of reserve service up to three weeks in any calendar year, the Town will compensate the employee for the difference between his regular weekly wages and his total military pay. Employees using reserve service leave must furnish the Public Works Director with an official statement of reserve service pay received. Any amount served in excess of three weeks shall be considered leave without pay.

6. Other Leaves

The Town Manager may authorize special leaves of absence, with or without pay or benefits, for any period of time, and for purposes that are deemed beneficial to the service of the Town.

- A. A full-time employee may be granted a leave of absence without pay and/or without benefits by the Town Manager for a period deemed necessary by the employee for the purpose of the leave, but not in excess of sixty (60) calendar days. The decision to grant such leave is at the sole discretion of the Town Manager.
- B. The employee is expected to return to work upon the expiration of a granted leave or to have written permission from the Town Manager to extend such leave. Continued absence without having arranged for an extension of leave shall be deemed a resignation from employment.
- C. Employees may choose to continue insurance benefits for the duration of the leave by assuming the employer contribution.
- D. Vacation and sick leave will not continue to accrue during the leave.
- E. Employees must give a seven (7) day notice when requesting time off, unless it is an emergency, which can be approved by the Director of Public Works.

7. Return to Work Program

- A. 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

1 position, modified or otherwise, for a period of up to twelve (12) months  
2 from the date of injury or illness (including participation in the return to  
3 work program); or (c) upon written certification from the employee's  
4 attending physician that there no longer exists an expectation that the  
5 employee will be able to return to his/her regular position. This twelve  
6 (12) month period may be extended by the Town Manager provided  
7 written agreement is reached between the employee's attending physician  
8 and the Town's physician that the employee's prognosis for return is  
9 probable within the next six (6) months, e.g. not to exceed eighteen (18)  
10 months from the date of injury. Such termination shall not be considered  
11 disciplinary in any way.

12 B. The employee will receive at least a ninety (90) calendar day notice of the  
13 Town's intention to terminate the employee, except in any instance in  
14 which an employee refuses, despite medical clearance, to participate in the  
15 return to work program. An employee who refuses to participate in the  
16 return to work program despite medical clearance is not covered by  
17 Paragraph 3 below.

18 C. If the employee becomes capable of performing the job duties of the job  
19 classification within twelve (12) months from the separation date, or if the  
20 employee notifies the Town Manager within this twelve (12) month period  
21 of his/her ability to return to work within eighteen (18) months from the  
22 separation date, and if the position is vacant, the employee shall have first  
23 refusal to said position. If that job classification is filled, unfunded, or no  
24 longer exists, then the employee shall be entitled to be placed in a vacant  
25 position within the Town for which the employee is qualified. In the event  
26 that any employee who has been terminated pursuant to this Article regains  
27 his/her work capacity and returns to work, the employee shall not retain  
28 any seniority or benefits previously held, except that after twelve (12)  
29 months of continuous employment, the employee shall be upgraded on the  
30 salary scale based on the employee's previous seniority.

31 8. Jury/Witness leave

32  
33 A. Any employee shall be excused from work when required to respond to a  
34 summons for jury duty, to serve as a juror, or to attend court for prospective  
35 jury service. The Town encourages employees to fulfill such duties, and

1 agrees to pay the employee the difference between regular pay and juror's  
2 pay, provided the employee presents an official statement of jury pay  
3 received.

4  
5 B. An employee required to appear as a witness in a private litigation,  
6 unrelated to the town, including employment, will be given time off as  
7 leave without pay for such attendance. in the event that the Town requires  
8 an employee to attend a court proceeding, the employee shall suffer no loss  
9 in regular pay as a result of such attendance, and hours required to be spent  
10 at court at the Town's request shall be considered hours actually worked  
11 for the Town, for purposes of overtime eligibility. Employees who are  
12 compensated by the Town for attendance in court are required to turn over  
13 any witness or other fees received for such appearance.

14 C. Employees required to report for possible jury duty, or to appear as a  
15 witness, agree to inform the town as soon as possible of such notice to  
16 report, and any subsequent obligations, and to return to work promptly  
17 after such jury or witness duty is completed or if the employee is released  
18 early on any given jury/court day.

19 **ARTICLE 12 – DISCIPLINARY ACTION**

- 20  
21 1. No non-probationary employee shall be suspended without pay or discharged  
22 without just cause.  
23  
24 2. A non-probationary employee has the right to file a grievance regarding a written  
25 reprimand with the understanding that it is not arbitrable. The employee may file  
26 a written rebuttal within ten (10) calendar days of the Town Manager's written  
27 decision regarding a written reprimand, and the rebuttal shall be placed in the  
28 employee's personnel file.  
29  
30 3. If the written reprimand is used to support a suspension without pay or discharge,  
31 the written reprimand must at that time meet the requirements of the just cause  
32 standard.  
33  
34 4. It is the intent of the Town to follow the concept of progressive discipline for  
35 non-probationary employees with the understanding that the discipline steps  
36 listed below may be bypassed by management depending on the nature of  
37 offense:

- 1
- 2 a) Verbal reprimand
- 3 b) Written reprimand
- 4 c) Suspension without pay
- 5 d) Discharge

6 **ARTICLE 13 – SENIORITY/REDUCTION IN FORCE/VACANCIES**

- 7
- 8 1. Unit Seniority shall be determined by length of full-time continuous service in
- 9 the bargaining unit.
- 10
- 11 2. Within thirty (30) days of the signing of this Agreement, and each July 1st
- 12 thereafter, the Town shall furnish to the Union a list of full-time bargaining unit
- 13 employees listing their date of hire, bargaining unit seniority and position date
- 14 and position seniority. The Union will have fourteen (14) calendar days to notify
- 15 the Town of any errors in the seniority list. The failure of the Union to make such
- 16 notice will serve as an acceptance of the submitted seniority list, and it shall
- 17 remain in effect until the following July 1st.
- 18
- 19 3. Layoff: If the Town has to reduce its work force for lack of work, elimination of
- 20 a position, or lack of funds, employees may be selected for lay-off according to
- 21 the operational needs of the Town. Such a lay-off is not a dismissal for cause
- 22 and may not be grieved. When lay-offs occur within a job classification to which
- 23 several individuals belong, seniority and job performance shall be a consideration
- 24 in determining the order of lay-offs.
- 25
- 26 4. Notice: All affected employees will receive fourteen (14) days advance notice of
- 27 layoff, and the Town shall meet with the affected employee and the Union prior
- 28 to the actual occurrence of layoff.
- 29
- 30 5. Recall: Employees will be recalled from layoff according to their bargaining unit
- 31 seniority and operational needs of the Town. No new employees may be hired
- 32 until all employees on layoff status have been afforded recall notice. The recall
- 33 period shall be for twelve (12) months from the effective date of the layoff.
- 34
- 35 6. Promotions: Town employees shall be given opportunity and encouragement for
- 36 advancement. Employees shall be given consideration first in filling a vacancy,
- 37 and may be given training opportunities to qualify for promotion. Whether a
- 38 position is filled from within or outside is determined by the Public Works
- 39 Director and the Town Manager only after review of the qualifications of all

1 Town employees who have applied for the position.

- 2
- 3 7. Demotions: Demotions are appointments to a position at a lower pay range, and  
4 may be either voluntary, as a result of disciplinary action, or job performance.  
5 Employees who are demoted are paid within the range applicable to the position,  
6 at the rate determined by the Town Manager.

7 **ARTICLE 14 – GRIEVANCE PROCEDURE**

- 8
- 9 1. A grievance is defined to be a dispute as to the meaning or application of the  
10 specific terms of this Agreement. Any grievance arising between the Town and  
11 a bargaining unit member shall be settled in the following manner:

12

13 2. Procedure for Processing a Grievance

- 14
- 15 a) The aggrieved employee(s) must, within ten (10) working days after first  
16 knowledge of the grievance or the reason for the grievance has occurred,  
17 submit the grievance in writing to the Public Works Director. The grievant,  
18 the Union representative, and the Director shall meet within ten (10) working  
19 days for the purpose of resolving the dispute. If no resolution is reached, the  
20 Public Works Director shall within ten (10) working days issue a written  
21 decision to the grievant and the Union representative.

- 22 b) The grievant may, within ten (10) working days of receipt of the Public Works  
23 Director’s decision, appeal by submitting a copy of the grievance and the  
24 decision to the Town Manager. The Town Manager shall, within ten (10)  
25 working days, meet with the grievant, the Public Works Director, and the  
26 Union representative for the purpose of resolving the grievance. If the  
27 grievance is not resolved, the Town Manager shall issue a written decision  
28 within ten (10) working days from the date of the meeting to the grievant and  
29 the Union representative.

- 30 c) In the event that the decision rendered by the Town Manager is not acceptable  
31 to the Union, the Union may, within ten (10) working days thereafter, request  
32 in writing to the Town Manager, that the matter be referred to arbitration. The  
33 Town Manager or designee and a Union representative shall attempt to agree  
34 upon the selection of an arbitrator or to use the Maine Board of Arbitration  
35 and Conciliation (MBAC) within ten (10) working days after such request is  
36 submitted to the Town. If they are not able to agree on an arbitrator or the

1 MBAC, then the Town and the Union will follow the procedures established  
2 by the American Arbitration Association for selecting an arbitrator.

3 d) The arbitrator shall have no authority to add to, subtract from or modify the  
4 provisions of this Agreement. The arbitrator shall be without power to make  
5 any decision, which is contrary to law, which requires the commission of an  
6 act, prohibited by law, or which is violative of the terms of this Agreement.  
7 The arbitrator's decision shall be binding, subject to appeal as provided by  
8 law.

9 e) The Town and the Union shall bear equally the cost, fees and expenses of the  
10 arbitrator. Other expenses shall be borne by the party incurring the same.  
11 Absent mutual agreement to a cancellation of a grievance arbitration hearing,  
12 the party who unilaterally cancels the hearing shall be responsible for any  
13 cancellation fees.

14 3. Miscellaneous

15  
16 a) Requirements to Adhere to Time Limits

17  
18 i. If a grievance is not filed or appealed to the next higher level within  
19 the time limits so specified, such grievance shall be considered settled  
20 and any further appeal will be denied. All grievances shall be filed and  
21 appealed within the time limit set forth or they shall be deemed waived.  
22 If the Town fails to conduct any required meeting or issue the required  
23 decision within the time limits stated above, the Union may appeal to  
24 the next level of the grievance procedure including arbitration.

25  
26 ii. The parties may by mutual agreement extend any time limit provided  
27 the extension is in writing.

28  
29 iii. It is understood that the presentation and discussion of grievances  
30 shall take place during regular business hours except by mutual  
31 agreement.

32  
33 b) Days

34  
35 For the purpose of this Article, "working days" shall mean the days  
36 Monday through Friday, excluding holidays.



1                                   **ARTICLE 15 - EMPLOYEE INPUT/SUGGESTIONS**

2  
3 It is the intent of this Agreement to cover most aspects of employment, but employee  
4 input in the form of constructive suggestions regarding working conditions is both  
5 encouraged and welcomed. Comments and/or suggestions should be directed to the  
6 Public Works Director.  
7

8                                   **ARTICLE 16 – INSURANCE/BENEFITS**

9  
10 1. **Health Insurance**

- 11     A.     The Town pays the full individual cost (100%) of employee participation  
12            in the group health insurance plan, and 80% of the cost of dependent  
13            coverage for eligible employees hired prior to September 12, 2005. The  
14            Town pays 85% of the individual cost of employee participation in the  
15            group health insurance plan and 85% of the cost of dependent coverage for  
16            eligible employees hired on or after September 12, 2005. The employee is  
17            responsible for premium amounts over the Town contribution.
- 18     B.     A new employee shall be eligible to participate in the health insurance  
19            program after completion of a fifteen (15) workday waiting period and  
20            commencing at the beginning of the subsequent month.
- 21     C.     Pursuant to the pretax regulations of the Town’s IRS Section 125 Plan, any  
22            employee contribution of insurance premium shall be deducted on a pretax  
23            basis provided the employee has signed a salary reduction agreement. The  
24            employee may submit a written request for a non-pretax contribution.
- 25     D.     Re-Opener Provisions: In the event that either state or federal legislation  
26            pertaining to health insurance is enacted during the term of this Agreement,  
27            either the Town or Union shall have the right to reopen this health  
28            insurance section for further negotiations. Notwithstanding anything  
29            contained to the contrary herein, the Town reserves the right to institute a  
30            new program of insurance providing the benefits are substantially equal or  
31            superior to those currently provided. The parties agree to meet for the  
32            purpose of collective bargaining upon written receipt of a 30-day notice  
33            requesting negotiations regarding this provision. Any agreements reached  
34            shall be subject to ratification of the Town and the Union. The Town and  
35            the Union shall implement any provision(s) ratified.

1 2. Income Protection Plan

2 The Town pays 75% and the employee pays 25% of the premium for income  
3 protection insurance, covering non-occupationally incurred disabilities.  
4 Coverage is available for either 70% or 40% of wages, at the employee's choice,  
5 and pays that percentage of the weekly wage if the employee is unable to work  
6 and is under a doctor's care for eight (8) consecutive days up to fifty-two (52)  
7 weeks. An employee may elect in writing to use his/her accumulated sick leave  
8 to obtain his/her net weekly pay. In no instance may the employee receive full  
9 sick leave pay and full income protection daily payment. It is the intent of the  
10 Town to provide an opportunity for the employee to continue to receive regular  
11 take home pay and to prevent an employee from receiving double pay.  
12

13 3. Group Life Insurance

14 Term life insurance for employees only is available through Maine Municipal  
15 Employees Health Trust at no cost to the employee. Employees are eligible for  
16 coverage rounded up to the next \$1,000.00 over their annual wage.  
17

18 4. Maine Public Employees Retirement System: Group Life Insurance

19 Group life insurance through the Maine Public Employees Retirement System  
20 (MPERS) is available through payroll deduction at the employee's expense.  
21 Employees are eligible for coverage rounded up to the next \$1,000.00 over their  
22 annual wage. Optional dependent coverage is also available.  
23

24 5. Cancer Care / Intensive Care Insurance Deductions

25 These insurances through American Family Life Assurance Company (AFLAC)  
26 are available to full-time employees at their own expense through payroll  
27 deduction.  
28

29 6. Group Dental Insurance

30 An optional dental plan is available at group rates through payroll deduction at  
31 the employee's expense.  
32

33 7. Worker's Compensation

34 The Town provides worker's compensation coverage, as mandated by State law,  
35 which provides income and other benefits covering occupationally-incurred  
36 injuries and/or disabilities, to all employees. An employee may elect in writing  
37 to use his/her accumulated paid leave to obtain his/her net weekly pay. In no  
38 instance may the employee receive full sick leave pay and full workers  
39 compensation daily payment. It is the intent of the Town to provide an  
40 opportunity for the employee to continue to receive regular take home pay and to  
41 prevent an employee from receiving double pay.  
42



1 re-employment by the Town, unless the parties have agreed in writing to waive  
2 the ten (10) day notice requirement. "Good standing" means that the employee's  
3 separation is for a reason other than discipline, performance, or failure to meet  
4 job responsibilities.

- 5
- 6 2. The effective date of separation shall be at the close of business on the last day  
7 the employee reports for duty, the date specified in his written resignation, or the  
8 last day of leave granted should he/she fail to report on the first working day  
9 following the expiration of his/her leave. All separating employees shall turn in  
10 any Town-owned property in their possession, including keys, prior to receipt of  
11 the employee's last paycheck. Separating employees shall also leave a  
12 forwarding address with the Finance Director for the purposes of forwarding  
13 Internal Revenue Service forms and any remaining checks for unpaid  
14 compensation.
- 15
- 16 3. If the employee agrees, the Town Manager or designee shall conduct a  
17 confidential exit interview.
- 18
- 19 4. Unauthorized Absence: Unauthorized absences from work for a period of three  
20 (3) days or more without permission of the Public Works Director shall be  
21 considered by the Town as being voluntary resignation by the employee.
- 22
- 23 5. Reinstatement: Employees who have resigned but wish to be reinstated may be  
24 reinstated at the sole discretion of the Town Manager if this action is deemed to  
25 be in the interests of the Town.

26 **ARTICLE 20 – INSERVICE TRAINING**

- 27
- 28 1. The Town is committed to the principle of training for all members of the  
29 bargaining unit. Said training shall be provided insofar as it does not adversely  
30 affect and interfere with the orderly performance and continuity of municipal  
31 services; training shall be scheduled by the Public Works Director or his  
32 designee. Employees will attend training sessions as assigned by the Public  
33 Works Director. There shall be at least one (1) formal safety meeting per year.
- 34
- 35 2. The Public Works Director shall generally encourage equal access to training  
36 opportunities to the extent that operational requirements of the Department  
37 permit. The employee shall be given an opportunity to offer suggestions to the  
38 Public Works Director on ways to improve access to training opportunities.

39 **ARTICLE 21 – REIMBURSEMENTS AND ALLOWANCES (WORK**

1 **CLOTHING, CELL PHONE, ETC.)**

2  
3 **A. WORK CLOTHES**

- 4 1. The Town shall provide a \$350 clothing allowance annually to be used for the
- 5 purchase of appropriate work clothing and safety boots.
- 6
- 7 2. The administrative assistant shall be provided a \$100 allowance annually for the
- 8 purchase of appropriate work safety footwear.
- 9
- 10 3. The annual clothing allowance will be paid separate from an employee’s regular
- 11 paycheck and will be paid before the end of October. The work clothing
- 12 allowance shall be considered a taxable benefit and will be reported on the
- 13 employees W-2 issued each year.

14  
15 **B. CELL PHONE**

- 16 1. As a condition of employment, if either during working hours or on-call hours,
- 17 the employee must be available either by telephone or via cell phone in order to
- 18 receive the return to work call or work-related calls/texts during business hours.
- 19 The Town recognizes that the requirement to have a cell phone comes with a cost.
- 20 If a cell phone is required, the Town shall reimburse the employee, providing the
- 21 employee has made a request in writing on a form provided by the Town, ~~thirty~~
- 22 dollars (~~\$30~~) each per month. The cell phone reimbursement will be paid twice
- 23 per year.

**Deleted:** As a condition of employment, during non-restrictive on-call hours, the employee must be available either by telephone or via cell phone in order to receive the return to work call.

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- 24
- 25 A. The Town discourages employees from talking on a cell phone while driving; in
- 26 the interest of safety of its employees and the public. Further, the Town requires
- 27 employees to comply with all applicable laws while driving. Any liability
- 28 surrounding the use of a cell phone by the employee while driving will be the
- 29 responsibility of the employee. Misconduct while using a cell phone may be
- 30 subject to disciplinary action up to and including termination.
- 31

32 **C. EXPENSES**

- 33
- 34 1. All expenses to be reimbursed must be authorized in advance by the Public
- 35 Works Director and documented on a reimbursement request form signed by the
- 36 employee and the Public Works Director. In order for reimbursements to be paid,
- 37 all expenses must be detailed on a voucher to be submitted to the finance director
- 38 along with itemized receipts.
- 39 No expenses will be reimbursed unless the Public Works Director, in his/her sole
- 40 discretion, determines they are reasonable, necessary, and incurred while
- 41 carrying out official Town business.

1  
2 Mileage: employees shall be reimbursed at the current rate per mile determined by  
3 the internal revenue service for actual mileage incurred in the performance of official  
4 Town business, including authorized/required training when the public works  
5 director determines it is more efficient for an employee to use a personal vehicle  
6 rather than a town vehicle. No travel reimbursement will be paid for mileage  
7 between the employee's scheduled workplace and his/her residence.

8 **ARTICLE 22 –VEHICLES**

- 9
- 10 1. The Town shall not require employees to take out on the streets or highways any  
11 vehicle that is not in safe operating condition or not equipped with the safety  
12 appliances prescribed by law. It shall not be a violation of this Agreement when  
13 employees refuse to operate such equipment unless such refusal is unjustified.  
14
  - 15 2. Prior to the final decision regarding the purchasing of Public Works vehicles, the  
16 Director of Public Works, upon request from the Shop Steward, shall meet and  
17 discuss the available options and equipment. The decision of the Director of  
18 Public Works shall be final.

19 **ARTICLE 23 – BULLETIN BOARD**

20  
21 The Town agrees to provide suitable space for and maintain a bulletin board at Public  
22 Works Department. The Union shall limit its use of the bulletin board to official  
23 business, such as meeting notices and Union bulletins of a non-controversial nature.

24 **ARTICLE 24 – POLITICAL ACTIVITY**

- 25
- 26 1. In addition to observing general standards and/or regulations of conduct from  
27 employees of any organization, public employees are expected to treat everyone  
28 they serve with complete impartiality and are thus prohibited from using their  
29 official positions for personal profit or the profit of friends and family. Any  
30 violation is subject to disciplinary action including dismissal.

31 **ARTICLE 25 – NO STRIKE**

32

33 **The Union, its representatives, members and agents agree that they will not**  
34 **cause, condone, support, promote or participate in any strike, slowdown,**  
35 **work stoppage, job action, withholding of any services, or any other activity**  
36 **that might interfere in any way with the normal activities, operations and**  
37 **work of the Public Works Department during the life of this Agreement or**  
38 **during the hiatus period until its successor Agreement. During the term of**

1 **this Agreement or during the hiatus period until its successor Agreement, the**  
2 **Town agrees not to engage in any lockout of employees. In the event that any**  
3 **of such persons engages in any such activity, the Union shall promptly and**  
4 **publicly notify those so engaged to immediately resume all of their normal**  
5 **duties and activities.** **ARTICLE 26 – LEGAL AID AND PROTECTION**

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¶

6  
7 Employees are covered by the Town’s liability coverage for the performance of their  
8 work responsibilities.  
9

### 10 **ARTICLE 27 – MANAGEMENT RIGHTS**

- 11
- 12 1. The Town retains all rights and authority to manage and direct its employees,  
13 except as otherwise specifically provided for in this Agreement. Such rights shall  
14 include and shall not be limited to: the operation and management of the Town’s  
15 Public Works Department; the direction of the working forces; the right to hire,  
16 to change assignments, to promote, to suspend; to reduce or expand the working  
17 forces; to transfer; to maintain discipline; to establish work schedules; to  
18 introduce new, improved, or changed methods of work or facilities; to contract  
19 any work; to establish, change, combine, or eliminate jobs, work, tasks, or  
20 positions. The right to select employees for promotion or transfer to supervisory  
21 or other positions and to determine the qualifications and competency of  
22 employees to perform available work; and in all respects to carry out the ordinary  
23 and customary functions of management. The Town’s not exercising any  
24 function or right hereby reserved to it, or the exercising of any functions in a  
25 particular way, shall not be deemed a waiver of its rights to exercise such function  
26 or preclude the Town from exercising the same in some other way not in conflict  
27 with the express provisions of this Agreement.  
28
  - 29 2. The Town may adopt rules, procedures, and regulations for the operation of the  
30 department and the conduct of its employees, provided such rules do not conflict  
31 with any specific provision of this Agreement.

### 32 **ARTICLE 28 – GENDER**

33  
34 The use of the male or female gender nouns or pronouns is not intended to describe  
35 any specific employee or group of employees but it is intended to refer to all  
36 employees in job classification, regardless of sex.  
37

### 38 **ARTICLE 29 – OUTSIDE EMPLOYMENT**

39  
40 An employee will provide written notice of outside employment to the Public Works

1 Director before an employee commences outside employment and upon any changes  
2 to the employee's outside employment status. Failing to appear for a mandatory  
3 work shift or assignment due to conflicting outside employment is cause for  
4 discipline, which may be imposed under the procedures of this Agreement.  
5

6 Employee shall be required to work when called unless employee is physically  
7 unable to work due to medical emergency or illness. In any event, no employee shall  
8 fail to appear for a mandatory work shift or assignment due to conflicting outside  
9 commitments.  
10

11 Such employment may be terminated or curtailed by the Public Works Director if,  
12 in his judgment, such employment hinders the employee in the impartial or efficient  
13 performance of his/her duties. Engaging in outside employment when such approval  
14 has been denied may result in disciplinary action up to and including termination.

15 **ARTICLE 30 – VALIDITY CLAUSE**

16  
17 If any provision of this Agreement shall be contrary to any law, such conflict shall  
18 not affect the validity of the remaining provisions. Those portions of the Agreement  
19 affected shall be subject to reopening by either party.

20 **ARTICLE 31 – DURATION OF AGREEMENT**

21  
22 This Agreement shall be effective as of July 1, 2020, or upon its signing date,  
23 whichever is later, for any member of the bargaining unit employed as of its signing  
24 date, and it shall remain in full force and effect until June 30, 2023.

25 IN WITNESS WHEREOF, the parties hereto have set their hands this \_\_\_\_\_ day  
26 of \_\_\_\_\_, 2020.

27  
28 TOWN OF ROCKPORT TEAMSTERS LOCAL UNION NO. 340

29  
30 BY: \_\_\_\_\_ BY: \_\_\_\_\_  
31 Chair- Select Board President

32  
33  
34  
35 BY: \_\_\_\_\_ BY: \_\_\_\_\_  
36 Town Manager Secretary/Treasurer

37  
38  
39 BY: \_\_\_\_\_  
40 Union Representative  
41

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Deleted: IN WITNESS WHEREOF, the parties hereto have set their hands this \_\_\_\_ day of \_\_\_\_\_, 201720.¶  
¶  
TOWN OF ROCKPORT TEAMSTERS LOCAL UNION NO. 340¶  
BY: \_\_\_\_\_ BY: \_\_\_\_\_¶  
Chair- Select Board President¶



**APPENDIX A- WAGES**

An employee will advance a step beginning on the employee’s anniversary date of hire that occurs in the year in which the employee is entitled to advance a step.

New hires may be placed on the wage scale where appropriate based on years and type experience up to and including Step E, at the recommendation of the Public Works Director with approval of the Town Manager.

**2019-2020 Town of Rockport (Current)**

	<u>Step New</u>	<u>Step A 1 Year</u>	<u>Step B 2 Years</u>	<u>Step C 3 Years</u>	<u>Step D 4 Years</u>	<u>Step E 5+ Years</u>	<u>Step F 7+ Years</u>	<u>Step G 9+ Years</u>
Admin Assistant	16.55	17.14	17.43	17.84	18.08	18.32	18.61	19.02
Laborer	15.66	16.25	16.84	17.73	18.61	19.2	19.5	20.02
Heavy Equipment	18.32	18.61	19.5	19.85	20.09	20.38	20.68	21.09

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**2020-2021 Town of Rockport**

	<u>Step New</u>	<u>Step A 1 Year</u>	<u>Step B 2 Years</u>	<u>Step C 3 Years</u>	<u>Step D 4 Years</u>	<u>Step E 5+ Years</u>	<u>Step F 7+ Years</u>	<u>Step G 9+ Years</u>
Admin Assistant	17.05	17.65	17.95	18.38	18.62	18.87	19.17	19.59
Laborer	16.13	16.74	17.35	18.26	19.17	19.78	20.09	20.62
Heavy Equipment	18.87	19.17	20.09	20.45	20.69	20.99	21.30	21.72

**2021-2022 Town of Rockport**

	<u>Step New</u>	<u>Step A 1 Year</u>	<u>Step B 2 Years</u>	<u>Step C 3 Years</u>	<u>Step D 4 Years</u>	<u>Step E 5+ Years</u>	<u>Step F 7+ Years</u>	<u>Step G 9+ Years</u>
Admin Assistant	17.56	18.18	18.49	18.93	19.18	19.44	19.74	20.18
Laborer	16.61	17.24	17.87	18.81	19.74	20.37	20.69	21.24
Heavy Equipment	19.44	19.74	20.69	21.06	21.31	21.62	21.94	22.37

**2022-23 Town of Rockport**

	<u>Step New</u>	<u>Step A 1 Year</u>	<u>Step B 2 Years</u>	<u>Step C 3 Years</u>	<u>Step D 4 Years</u>	<u>Step E 5+ Years</u>	<u>Step F 7+ Years</u>	<u>Step G 9+ Years</u>
Admin Assistant	18.08	18.73	19.05	19.49	19.76	20.02	20.34	20.78
Laborer	17.11	17.76	18.40	19.37	20.34	20.98	21.31	21.88
Heavy Equipment	20.02	20.34	21.31	21.69	21.95	22.27	22.60	23.05

Deleted: 2017-2018 TOWN OF ROCKPORT

On the anniversary of an employee’s thirty-fifth (35<sup>th</sup>) year with the Town, the employee shall receive an additional two dollars per hour increase to their base pay for the duration of their employment with the Town.

## **Action Items**

- c. Act on Appointment of Victoria Condon to Planning Board as Regular Member

### **Manager's Comments: Action item**

Victoria Condon has volunteered to move from an Alternate to a Regular Planning Board Member with Term to Expire June 30, 2022. This fills the vacancy created by the resignation of Lou Laquaglia.

### ***Suggested Motion:***

**I move the Board appoint Victoria Condon to the Planning Board as a regular member for a term ending June 30, 2022.**

## **Action Items**

- d. Act on Amendments to the Reserve Accounts Policy

### **Manager's Comments: Action item**

I am requesting the Reserve Accounts Policy be revised to include the pilings in the current Float Reserve Account and to increase the amount for which the Town Manager has approval to spend from \$3,000 to \$5,000. The \$5,000 limit will line up with the Purchasing Policy for informal quotes.

Adding the pilings to the Float Reserve makes sense because the pilings are integral to the float system and will allow replacement/repair of the pilings as needed.

### ***Suggested Motion:***

**I move the Board approve amendments to the Reserve Accounts Policy as presented.**

To provide process and oversight to the establishment and utilization of reserve accounts comprising a reserve fund established by the Town of Rockport.

## Rockport Reserves Account Policy



Rockport, Maine – November 12, 2019  
Revised May 11, 2020



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## **Purpose**

The purpose of this policy is to provide process and oversight to the establishment and utilization of reserve accounts comprising a reserve fund established by the Town of Rockport for financing the acquisition or reconstruction of a specific, or a type of, capital improvement; financing the acquisition of a specific item or type of capital equipment; or a sinking fund account for paying a funded debt.

## **Authorization to Establish a Reserve Account**

Pursuant to 30-A M.R.S.A. § 5801, the Town of Rockport shall establish a reserve fund. Said reserve fund shall consist of certain designated reserve accounts. The reserve accounts shall be categorized as a capital improvement reserve, capital equipment reserve, or sinking fund account.

## **Designated Reserve Accounts**

The Town Manager upon consultation with the respective Department Head shall recommend to and the Select Board may approve the establishment of a designated reserve account or the elimination of an established reserve account. Said approval action shall be considered as amending this policy and the Town of Rockport code shall be updated accordingly.

We are hereby establishing the following designated reserve accounts:

1. Cemetery Reserve
2. Computer Reserve
3. Employee Accrued Benefits Reserve
4. Federal Forfeiture Reserve
5. Fire Apparatus and Equipment Reserve
6. Fire Department Hose Reserve
7. Fire Department Turnout and Safety Gear Reserve
8. Harbor Building Reserve
9. Harbor Float and Piling Reserve
10. Harbor Land Acquisitions – Kononen Park
11. Harbormaster’s Boat Hull Reserve
12. Harbormaster’s Boat Engine Reserve
13. Lime Kiln and Cramer Locomotive Reserve
14. Opera House Building Reserve
15. Parks and Beautification Reserve
16. Pathways Reserve (August 10, 2015)
17. Police Department Career Development Reserve (July 11, 2016)
18. Police Vehicle and Equipment Reserve
19. Public Works Equipment Reserve
20. Public Works Sand and Salt Shed Reserve
21. Recreation Facilities Reserve
22. Radio Reserve
23. Safety Reserve



- 24. Solar Power Reserve
- 25. Town Office Building Reserve
- 26. Video Equipment Reserve
- 27. Walker Park Playground Reserve

### **Funding for Reserve Accounts**

The reserve accounts may be funded by direct annual appropriation by inclusion in the annual budget voted at Town Meeting; unanticipated revenues such as sale of forfeiture property; proceeds from vehicle sales or the sale of goods; or funds from the undesignated fund balance if so approved by the legislative body at an Annual or Special Town Meeting. Donations specific to a particular Town operation may also be credited to a reserve account.

### **Authority to Use and Withdraw**

The Town Manager must authorize the use and withdrawal of any and all reserve account funds. All expenditures exceeding \$5,000 require a Select Board vote and approval.

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### **Administration Responsibilities**

The Finance Director shall be responsible for monitoring the Town's reserve accounts and ensuring that this policy is followed. The Finance Director shall annually, as part of the budget process, submit a report outlining the status of the Town's reserve accounts which shall be included in the proposed budget submitted to the Select Board and Budget Committee. The Finance Director may also provide partial or complete status reports at other times to the Select Board, Budget Committee, Town Manager, or Department Heads. The Town Manager shall present a five (5) year capital expenditure plan for Reserve Accounts annually.

### **Establishing a Reserve Account**

A reserve account can be established one of the following ways:

1. An account is established during the budget process; if this is the case the Finance Director shall make the necessary adjustments to this policy for approval by the Select Board.
2. A Department Head makes a request to the Town Manager, if the Town Manager agrees with the requested reserve account, they submit the request to the Finance Director for adjustments to the Reserve Account Policy; then the adjusted policy is submitted to the Select Board for approval.

### **Requirements for Establishing a Reserve Account**

The Department Head or Town Manager must submit the following to the Finance Director for adjustments to this policy:

- a. Statement of purpose
- b. Source(s) of funding
- c. Amounts and limits;
- d. Special considerations, if applicable.

## Reserve Account Details

### 1. Cemetery Reserve

**Purpose.** The purpose of the Cemetery Reserve is to help fund the expansion, upkeep and repair costs within the Town owned cemeteries.

**Category.** Capital Improvement Reserve.

**Funding.** The Cemetery Reserve can be funded by direct appropriation in the annual budget, grants and donations.

**Amounts and Limits.** The Cemetery Reserve shall not have a fund balance limit.

### 2. Computer Reserve

**Purpose.** The purpose of the Computer Reserve is to fund on-going computer and server upgrades and emergency repairs; unanticipated software purchases or upgrades; unanticipated website upgrades or hosting issues; and any consulting or repair costs associated with the aforementioned.

**Category.** Capital Equipment Reserve

**Funding.** The Computer Reserve shall be funded by direct appropriation in the annual budget or any insurance reimbursements that maybe received for a computer related incident may be deposited to this reserve account.

**Amounts and Limits.** The Computer Reserve shall not exceed \$75,000.

### 3. Employee Accrued Benefits Reserve

**Purpose.** The purpose of the Employee Accrued Benefits Reserve is to pay accrued vacation and sick leave and any accrued compensation time to employees terminating their employment with the Town pursuant to the most current Town of Rockport Personnel Policy or the most current union contract.

**Category.** Sinking Fund Account.

**Funding.** The Employee's Accrued Benefits Reserve shall be funded by direct appropriation in the annual budget and through unexpended wages.

**Amounts and Limits.** The Employee's Accrued Benefits Reserve shall not exceed the aggregate liability for the current budget year.

#### **4. Federal Forfeiture Reserve**

**Purpose.** The purpose of the Federal Forfeiture Reserve is to fund law enforcement activities within the guidelines established by Federal Law and the Federal Equity Sharing Agreement.

**Category.** Sinking Fund Account.

**Funding.** The Federal Forfeiture Reserve Account is funded solely by the Town's share of federally forfeited assets.

**Amounts and Limits.** The Federal Forfeiture Reserve Account is a special restricted fund to be used for law enforcement purposes only in accordance with the statutes and guidelines that govern federal equitable sharing and as specified in the Federal Equitable Sharing Agreement.

**Special Considerations.** In order for the Town of Rockport to equitably share in any federally forfeited assets, the Police Chief shall execute (1) a Federal Equitable Sharing Agreement with the United States Department of Justice and Department of the Treasury and (2) a Federal Annual Certification Report related to the sharing of Asset Forfeiture funds, to be submitted by the Finance Director.

#### **5. Fire Apparatus and Equipment Reserve**

**Purpose.** The purpose of the Fire Apparatus and Equipment Reserve is to fund either partially or completely, the purchase or lease of fire department vehicles and apparatus.

**Category.** Capital Equipment Reserve.

**Funding.** The Fire Apparatus Reserve shall be funded by direct appropriation in the annual budget, grants, donations and by the sale of fire department vehicles, apparatus and equipment.

**Amounts and Limits.** The Fire Apparatus Reserve Account shall not exceed \$400,000.

#### **6. Fire Department Hose Reserve**

**Purpose.** The purpose of the Fire Department Hose Reserve is to fund either partially or completely, the purchase of new fire hose.

**Category.** Capital Equipment Reserve.

**Funding.** The Fire Department Hose Reserve shall be funded by direct appropriation in the annual budget, grants, and/or donations.

**Amounts and Limits.** The Fire Department Hose Reserve Account shall not exceed \$50,000.

## 7. Fire Department Turnout and Safety Gear Reserve

**Purpose.** The purpose of the Fire Department Turnout and Safety Gear Reserve is to fund either partially or completely, the purchase of new turnout gear or safety gear for Rockport Fire Department staff and on-call firefighters.

**Category.** Capital Equipment Reserve.

**Funding.** The Fire Department Turnout and Safety Gear Reserve shall be funded by direct appropriation in the annual budget, grants, and/or donations.

**Amounts and Limits.** The Fire Department Turnout and Safety Gear Reserve Account shall not exceed \$100,000.

## 8. Harbor Building Reserve

**Purpose.** The purpose of the Harbor Building Reserve is to fund unanticipated or unbudgeted repairs to the Harbor Buildings. This reserve can also be used to fund large scale maintenance projects over a longer period, such as rehinging the roof of the Harbormaster Building.

**Category.** Capital Improvement Reserve.

**Funding.** The Harbor Building Reserve can be funded through direct appropriations in the municipal budget, or by insurance claims directly related to one of the Harbor buildings.

**Amounts and Limits.** The Harbor Building Reserve Account shall not exceed \$100,000.

## 9. Harbor Float and Piling Reserve

**Purpose.** The purpose of the Harbor Float and Piling Reserve is to replace and repair public Harbor floats, Town Pier, pilings, or foot bridge as needed.

**Category.** Capital Improvement Reserve.

**Funding.** The Harbor Float Reserve can be funded through direct appropriations in the municipal budget, or by insurance claims directly related to one of the Harbor floats, pier, pilings or footbridges.

**Amounts and Limits.** The Harbor Building Reserve Account shall not exceed \$700,000.

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## **10. Harbor Land Acquisitions – Kononen Park**

**Purpose.** The purpose of the Harbor Land Acquisitions – Kononen Park Reserve is to maintain the upkeep of the park.

**Category.** Capital Improvement Reserve.

**Funding.** The Harbor Land Acquisitions – Kononen Park Reserve can be funded through direct appropriations in the municipal budget, or by donations made to the Town for the interest of this project.

**Amounts and Limits.** The Harbor Land Acquisitions – Kononen Park Reserve Account shall not exceed \$100,000.

## **11. Harbormaster’s Boat Hull Reserve**

**Purpose.** The purpose of the Harbormaster’s Boat Hull Reserve is to fund either partially or completely the purchase of a replacement Harbormaster’s boat.

**Category.** Capital Equipment Reserve.

**Funding.** The Harbormaster’s Boat Hull Reserve shall be funded by direct appropriation in the annual budget by the sale of the boat, grants and/or donations.

**Amounts and Limits.** The Harbormaster’s Boat Hull Reserve shall not exceed the amount of \$40,000.

## **12. Harbormaster’s Boat Engine Reserve**

**Purpose.** The purpose of the Harbormaster’s Boat Engine Reserve is to fund either partially or completely the purchase of a replacement engine for the Harbormaster’s boat.

**Category.** Capital Equipment Reserve.

**Funding.** The Harbormaster’s Boat Engine Reserve shall be funded by direct appropriation in the annual budget, by the sale of the engine, grants and/or donations.

**Amounts and Limits.** The Harbormaster’s Boat Engine Reserve Account shall not exceed \$20,000.

### **13. Lime Kiln and Cramer Locomotive Reserve**

**Purpose.** The purpose of the Lime Kiln and Cramer Locomotive Reserve shall be to fund either partially or completely restoration projects pertaining to either the Lime Kilns or the locomotive at Harbor Park.

**Category.** Capital Improvement Reserve.

**Funding.** The Lime Kiln and Cramer Locomotive Reserve may be funded by direct appropriation in the annual budget, fundraising, and/or donations.

**Amounts and Limits.** The Cramer Locomotive Reserve shall not have a fund balance limit.

### **14. Opera House Building Reserve**

**Purpose.** The purpose of the Opera House Building Reserve shall be to fund unforeseen or planned building improvements and repairs.

**Category.** Capital Improvement Reserve.

**Funding.** The Opera House Building Reserve may be funded by direct appropriation in the annual budget, grants, fundraising, and/or donations.

**Amounts and Limits.** The Opera House Building Reserve shall not have a fund balance limit.

### **15. Parks and Beautification Reserve**

**Purpose.** The purpose of the Parks and Beautification Reserve shall be to fund the care and upkeep of the Town's landscaping in parks and for the acquisition of equipment and/or materials for said parks. This reserve is to benefit Mary Lea Park, Goodridge Park, Cramer Park, Memorial Park, Walker Park, Harbor Park, Kononen Park, and Glen Cove Park.

**Category.** Capital Improvement Reserve.

**Funding.** The Parks and Beautification Reserve may be funded by direct appropriation in the annual budget, grants, fundraising, and/or donations.

**Amounts and Limits.** The Parks and Beautification Reserve may not exceed \$50,000.

## 16. Pathways Reserve

**Purpose.** The purpose of the Pathways Reserve to help acquire or construct new pathways, or to help fund large scale pathway improvements. These funds can also be used as a matching funds for grants.

**Category.** Sinking Fund Account.

**Funding.** The Pathways Reserve may be funded through grants, gifts, donations, or direct appropriation through the Town's annual municipal budget.

**Amounts and Limits.** The Pathways Reserve shall not have a fund balance limit.

## 17. Police Department Career Development Reserve

**Purpose.** The purpose of the Police Department Career Development Reserve is to train all officers, send new officers to the Maine Criminal Justice Academy, provide equipment and uniforms to new officer(s) and pay overtime to cover shifts while officers attend trainings.

**Category.** Sinking Fund Account.

**Funding.** The Police Department Career Development Reserve Account can be funded with reimbursement from the state, county or another municipality for the training the Town of Rockport provided to an officer they hired (the reimbursement is based on a percentage of the total academy training costs). This account may also be funded by direct appropriation in the annual budget, grants and/or donations.

**Amounts and Limits.** The Police Department Career Development Reserve Account may not exceed an amount of \$70,000, unless otherwise overridden by the Town of Rockport Select Board.

## 18. Police Vehicle and Equipment Reserve

**Purpose.** The purpose of the Police Vehicle and Equipment Reserve is to fund either partially or completely the purchasing and/or equipping of a police vehicle or police officer.

**Category.** Capital Equipment Reserve.

**Funding.** The Police Vehicle and Equipment Reserve account shall be funded in accordance with the *Criminal Forfeiture Assets Policy* found in the Town of Rockport codes; may also be funded by direct appropriation in the annual budget; or by the sale of police vehicle(s) and/or equipment.

**Amounts and Limits.** The Police Vehicle Purchase Reserve Account may not exceed \$70,000 in a given fiscal year. Funding in excess of \$70,000 per fiscal year shall be attributed to the Police Department Forfeiture Revenue Line and lapse into the undesignated fund balance at the end of the fiscal year.

### **19. Public Works Equipment Reserve**

**Purpose.** The purpose of the Public Works Equipment Reserve is to fund either partially or completely, the purchase or lease of Public Works equipment and/or vehicles.

**Category.** Capital Equipment Reserve.

**Funding.** The Public Works Equipment Reserve Account shall be funded by direct appropriation in the annual budget, grants, donations, and by the sale of equipment.

**Amounts and Limits.** The Public Works Equipment Reserve Account shall not exceed \$200,000.

### **20. Public Works Sand and Salt Shed Reserve**

**Purpose.** The purpose of the Public Works Sand and Salt Shed Reserve is to fund either partially or completely the purchase or repair of Public Works Sand and Salt Sheds.

**Category.** Capital Improvement Reserve.

**Funding.** The Public Works Sand and Salt Shed Reserve shall be funded by direct appropriation in the annual budget, grants, and donations.

**Amounts and Limits.** The Public Works Sand and Salt Shed Reserve shall not exceed \$100,000.

### **21. Recreation Facilities Reserve**

**Purpose.** The purpose of the Recreation Facilities Reserve shall be to fund the cost of resurfacing the tennis and basketball courts, fencing replacement ballfield upgrades, and overall improvements to the recreation facilities.

**Category.** Capital Improvement Reserve.

**Funding.** The Recreational Facilities Reserve may be funded by direct appropriation in the annual budget, fundraising, grants and/or donations.

**Amounts and Limits.** The Recreational Facilities Reserve shall not exceed \$150,000.



## 22. Radio Reserve

**Purpose.** The purpose of the Radio Reserve shall be to fund the cost associated with upgrading our emergency responders radios when the County changes to digital.

**Category.** Capital Equipment Reserve.

**Funding.** The Radio Reserve may be funded by direct appropriation in the annual budget, fundraising, grants and/or donations.

**Amounts and Limits.** The Radio Reserve shall not exceed \$50,000.

## 23. Safety Reserve

**Purpose.** The purpose of the Safety Reserve is to aid in safety related expenses to include but not limited to, safety enhancements or repairs to Town owned property, safety related training expense for Town employees, matching funds for safety related grants, and other items determined to be safety related by the Town Manager or Select Board.

**Category.** Sinking Fund Account.

**Funding.** The Safety Reserve may be funded by direct appropriation in the annual budget, transfer from unexpended insurance appropriation, Maine Municipal Association dividend payments for property and casualty insurance, workers compensation insurance, grants, and/or donations.

**Amounts and Limits.** The Safety Reserve shall not exceed \$25,000.

## 24. Solar Power Reserve

**Purpose.** The purpose of the Solar Power Reserve is to procure, maintain, and/or upgrade the solar panels utilized by the Town to offset electricity costs.

**Category.** Capital Equipment Reserve.

**Funding.** The Solar Power Reserve may be funded by direct appropriation in the annual budget, transfer from unencumbered surplus funds, grants, and/or donations.

**Amounts and Limits.** The Solar Power Reserve shall not have a fund balance limit.

## **25. Town Office Building Reserve**

**Purpose.** The purpose of the Town Office Building Reserve is to offset large unforeseen expenses. This can also be used as a planning tool for large improvement or maintenance items.

**Category.** Capital Improvement Reserve.

**Funding.** The Town Office Building Reserve may be funded by direct appropriation in the annual budget, grants, and/or donations.

**Amounts and Limits.** The Town Office Building Reserve shall not have a fund balance limit.

## **26. Video Equipment Reserve**

**Purpose.** The purpose of the Video Equipment Reserve is to fund either partially or completely the purchase of equipment for the broadcast of Town meetings and community events.

**Category.** Capital Equipment Reserve.

**Funding.** The Video Equipment Reserve may be funded by direct appropriation in the annual budget or from Cable Franchise Fees, grants and/or donations.

**Amounts and Limits.** The Video Equipment Reserve Account shall not exceed \$25,000.

## **27. Walker Park Playground Reserve**

**Purpose.** The purpose of the Walker Park Playground Reserve is to fund either partially or completely, the purchase of playground equipment for Walker Park.

**Category.** Capital Equipment Reserve.

**Funding.** The Walker Park Playground Reserve may be funded by direct appropriation in the annual budget, grants and/or donations.

**Amounts and Limits.** The Walker Park Playground Reserve shall not exceed \$25,000.

### **Adoption and Signatures**

The Rockport Select Board has approved this Rockport Reserve Account Policy on November 12, 2019 [and approved amendments on May 11, 2020](#). All changes to take effect immediately.

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Debra Hall, Chair

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Denise Munger, Vice-Chair

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Douglas Cole, Select Board Member

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Jeffrey Hamilton, Select Board Member

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Mark Kelley, Select Board Member

## **Action Items**

- e. Act on Approval of Repair to Pilings at Commercial Floats

### **Manager's Comments: Action item**

During the last fierce storm, with winds from the south/southeast, one of the pilings at the commercial floats was lifted out of its socket in the harbor floor causing it to move. Prock Marine investigated the issue on April 16<sup>th</sup> and 18<sup>th</sup> on two exploratory dives. Included in your material is a description of the problem and the proposed solution for a cost of \$7,520. Assuming the Reserve Accounts Policy is amended, I recommend that this repair be funded from the Floats and Pilings Reserve Fund.

### ***Suggested Motion:***

**I move the Board approve using \$7,520 from the Floats and Pilings Reserve Account for the repair of pilings at the commercial floats.**



67 Front Street • Rockland, Maine 04841  
TEL: 207.594.9565 • FAX: 207.594.9566  
www.prockmarinecompany.com  
EEO/AA

Abbie Leonard  
Harbormaster, Town of Rockport  
10 Main Street  
Rockport, Maine 04856

April 21, 2020

Abbie:

At your request, we performed an exploratory investigation of the condition, stability and security of the upriver float pile on the commercial floats.

---

**Exploration:** The investigation was done a couple days after a fierce storm. We utilized a diver who dove on two separate days (4/16 & 4/18). Videography from the first dive did not provide clear shots (muddy water from the river) partially necessitating the second dive. Prock Marine will cover the expense of the exploratory dive. One of our regular divers was working in the harbor at the time.

**Findings:** The pile is intact and not cracked/broken. It appears the pile has lifted 8-10 inches out of its 5 ft. socket. This is likely caused by heavy wave action in concert with the pile guide on the float. Further, the top foot of fill in the socket has been heavily scoured by water action and is no longer condensed. This allows for the movement you witness in the pile.

**Corrective Measures:** Professionally we recommend the grouting of the pile in its socket with cement. This should eliminate both the scouring and the lifting. The downside is it makes the pile "permanent" and future replacement would necessitate the significant expense of drilling a new socket. For cost efficiency and practicality, we recommend this action be taken for both float piles of the commercial float in the river channel at that location.

**Budget:** We can execute this work from land and save the cost of mobilizing a barge. We would use a boom truck to stabilize the pile(s) from above, a very large air compressor to airlift the material out of the socket, and a grout pump to place cement in the socket. We anticipate three men on land. We will utilize a team of two divers to do the in-water work. A budget of \$7520.00 would be necessary to execute the repairs as specified.

**Timing:** Given the schedules of the diver and our company, and accounting for the current uncertainty, we would hope to be able to execute this plan by the end of June. We anticipate the work to take one full day. We would need to consider a day with favorable tide and current for best placement of the grout. The commercial float in the river channel would not be usable by

**Theodore Prock**  
PRESIDENT

**Kevin Prock**  
VICE PRESIDENT

**Eric Prock**  
SECRETARY

**Derek Prock**  
TREASURER



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any boat on the day of the work. We will provide one week notice to the harbormaster as the window of opportunity becomes clearer.

**Conclusion:** This is a tricky location. Filling of drilled sockets with granular fill is typical practice. Permanent grouting is an effective solution, however, filling a drilled socket with grout is the same as permanently eliminating the socket. Given the location, with the piling being exposed as they are, to the number of forces they are, unfortunately, grouting is the best option, but does carry some implied risk. Fortunately, the piling being greenheart, they are as rugged as they come in the timber world.

Please contact us if you have any questions or concerns

Respectfully submitted,  
Prock Marine Company

Mark Dierckes  
Project Manager

**Theodore Prock**  
PRESIDENT

**Kevin Prock**  
VICE PRESIDENT

**Eric Prock**  
SECRETARY

**Derek Prock**  
TREASURER

## **Discussion Items**

- a. Discuss/Refer Solar Land Use Regulations to Ordinance Review Committee

### **Manager's Comments: Discussion/Action item**

Planning Board Chair Joe Sternowski asked some questions regarding potential land use ordinance regulations for solar farms and solar installations (see email in your material) and referenced a model ordinance from Georgia Tech. Chair Hall will lead the discussion on this topic.

*Suggested Motion:*

**From:** [Joe Sternowski](#)  
**To:** [Debra Hall](#)  
**Cc:** [William S. Post](#); [Douglas Cole](#); [Richard Remsen](#); [Bill Najpauer](#)  
**Subject:** Re: Solar Farm Ordinance Coverage in Rockport  
**Date:** Wednesday, April 29, 2020 7:01:58 PM

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Debra,

Attached is the link for the Georgia Tech model ordinance concerning solar systems. I found this be a comprehensive and readable document. Even though the Planning Board has no authority to invoke any of these guidelines, they did prove useful to ask questions off the applicant.

[http://www.energy.gatech.edu/sites/default/files/documents/2018-07-30\\_mso\\_guide\\_final.pdf](http://www.energy.gatech.edu/sites/default/files/documents/2018-07-30_mso_guide_final.pdf)

Feel free to forward beyond this distribution, as this is an open source document.

All the best,

Joe

On Apr 29, 2020, at 10:45 AM, Joe Sternowski  
<[jsternowski@rockportmaine.gov](mailto:jsternowski@rockportmaine.gov)> wrote:

Debra, Doug,

In November, 2019, we had our first application for a Solar Farm come before the Planning Board along Rt. 17. In March, we have received our second application for an additional Solar Farm, also along Rt. 17. The size and timing of these projects is cause for some concern, only because our community has not considered the impact in our land use ordinances. Each of these projects are 16 acres in scale, lie along Route 17, and produce 2.1 megawatts of energy. Will there be more projects coming? Could they also be located along Rt. 17?

Are we as a community “ok” with the grassy fields along our gateway roads being lined with solar fields? I do not want the Select Board or the community to be blind-sided.

I raise this as a concern not because I am in favor or against these projects, but rather the lack of direction that is available in our local ordinances regarding these projects. They are silent. These large projects will have an impact on the development in our community for at least 30 years, the useful life of the project.

A little background.

On June 17, 2019, the Maine Legislature today gave initial approval to a solar energy bill (LD 1711) that will deliver a comprehensive reboot to Maine’s solar policies and reduce barriers that are preventing more Mainers from accessing clean, affordable solar power. The new state legislation has stimulated this development of solar farm activity in Rockport.

In November the planning board struggled with this review, since there is not a section in our Land Use Ordinance that regulates the construction of solar projects. These solar farms are proposed in the 908 Rural District, where we are classifying these 16 acre farms as a “Public Utility Facility”, which is allowed as a conditional use. I’m not quite sure that was what the writers of the LUO had in mind when they considered Public Utility Facilities

If we reference the purpose of the 908 District, we find the following definition in the LUO



#### 908.1 Purpose

To preserve natural resources while allowing for development that is sensitive to lake water quality, wildlife habitat, scenic vistas, steep slopes and ridge lines. To encourage the continuation of resource-based opportunities including blueberry production, farming and woodland management. To, as much as is practical, encourage structures build at high elevations to blend in with the surrounding landscape.

Our definition of a Public Utility in Chapter 300 of the LUO is as follows:

**Public Utility:** Those essential, public services, such as, but not limited to, water, electricity, telephone, gas and transportation, whether publicly or privately owned, which are regulated by the Maine Public Utilities Commission, the Maine Department of Transportation or Federal Communications Commission. The provisions of this Ordinance shall apply to those buildings and structures located outside of public rights-of-way but shall not apply to facilities, either above or below ground, lying wholly within public rights-of-way.

**Public Utility Installations and Municipal Utility Installations including Structures, Substations, Pumping Stations (*setback requirements do not apply nor does the minimum lot size requirement*):** Those essential, public services, such as water, electricity, telephone and gas, whether publicly or privately owned, which are regulated by the Maine Public Utilities Commission, or the Federal Communications Commission.

We are referring to the 16 acre solar farm, as a “structure”. No further definition or regulation. I do believe that the Building Inspector would verify the construction is safe and compliant with electrical code.

I suspect that these two projects, and other future projects will lie along the main power grid that runs through Rockport, and depicted in YELLOW on the map below. I have also annotated the Samoset Solar Project with BLUE outline, and Rockport Solar project with RED outline.

I checked with the Maine Municipal Association regarding solar farm model documents that might be included in local LUOs, but there is not yet anything available for Maine. The best document I have found is a model ordinance created by Georgia Tech that suggests some guidelines for the construction of solar farms. I can forward this document if anyone has interest. The closest solar farm currently in operation is in located in Rockland, and is a 0.35 megawatt installation.

My questions to the Select Board are:

1. Should Rockport be considering specific regulation of solar farm projects in our Land Use Ordinance?
2. Should the Planning Board move forward and approve the two projects coming before us in the absence of ordinance coverage?
3. Is the Rockport community comfortable with a concentration of solar farm projects along Rt. 17?
4. Should we be requiring a bond be posted for de-construction of these projects at the end of their useful life? Not sure if this is covered in the State legislation.

The final site plan for the first solar project is in front of the Planning Board for final approval on May 17, 2020.

I have copied Richard, as this might be future consideration for the ORC.

All the best,  
Joe Sternowski

## **Discussion Items**

- b. Discuss Municipal Operations during Pandemic

### **Manager's Comments: Discussion item**

I will provide an update to the Board on re-opening municipal operations in a phased manner. I will also provide some potential dates for the annual town meeting as I hope to have additional guidance on both topics from a meeting with the Department of Economic and Community Development Commissioner on May 7<sup>th</sup>.

# Memo

To: William Post, Town Manager; Rockport Select board  
From: Abbie Leonard, Harbormaster  
Date: 4/29/2020  
Re: Request for extension on mooring fees and registration requirements and social distancing practices at the Harbor

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Currently our mooring fees are required to be paid by May 1<sup>st</sup> (by ordinance). If mooring fees are paid after May 1<sup>st</sup> they incur a \$50 late fee per month until July 1<sup>st</sup>. If the mooring fees are not paid in full by July 1<sup>st</sup>, they may be forfeit. Due to the pandemic and folks not being able to pay in person at the Town Office, I am requesting that the deadline for mooring payment be extended to June 1<sup>st</sup> (through the Governor's stay-at-home order) but mooring payments still must be paid by July 1<sup>st</sup> in order to maintain their status as a mooring holder. Also, at this time, proof of registration and excise tax payment are required to accept payment for moorings. Currently, the State has waived to requirement for boats to be registered until further notice and new registrations cannot be done online. I am requesting that mooring holders running into issues registering their boats be allowed to pay for their mooring and provide proof of registration and payment of excise tax before September 1<sup>st</sup>, 2020. This would require the Harbor Clerk to maintain a list of those that have not provided proof of registration so that they can be followed up with. This is not unprecedented, and the same accommodations are being offered by Camden, our neighbors to the north.

As the Harbor begins to wake-up and boats are launched, and people are looking forward to getting on the water during this pandemic we must come up with some guidelines to keep people safe and adhering to social distancing rules. Policies that will be town-wide will be adhered to and the following are some of the changes that are Harbor specific that I am requesting be adopted by town officials:

- Keeping the Public Restrooms closed for now. It will be impossible to safely clean the restrooms after each person uses them and will put staff and members of the public at risk.
- Placing signage up around the Harbor regarding safe boating practicing social distancing. Example of signage to follow.
- Allowing no more than one person at a time in the Harbormaster's Office and place a taped line on the floor to encourage at least a 6ft. distance between customers and staff.
- Hold off on any retail offerings that we typically have during the season to limit the interaction between staff and the public. We would not order any new merchandise which would help offset the loss of revenue.

Thank you for your consideration and as this seems to be a moving target that changes daily, I am available for additional suggestions in how to operate safely and effectively.

Respectfully Submitted,

Abbie Leonard, Rockport Harbormaster

## **Discussion Items**

- c. Discuss/Review Potential Budget Impacts of Pandemic

### **Manager's Comments: Discussion item**

I will review with the Board the projected impacts of the pandemic on the current fiscal year that ends June 30, 2020, and provide a draft list of potential cuts to the FY21 budget year that begins July 1, 2020 to help ease the burden to taxpayers in light of expected decreased revenue collections.