

Select Board Meeting - Remote
June 17, 2020
6:00 P.M.

AGENDA

1. Call to Order and Roll Call
2. Approval of Minutes for 6-3-20 Meeting
3. Department Reports
4. Select Board Reports
5. Public Comment
6. Approval of an Open Space Penalty
7. Authorizing the Town Manager to Sign a Collective Bargaining Agreement with AFL-CIO Council 93, Public Works, Transfer Station and Police for 7-1-20 to 6-30-22
8. Public Hearing – 2020 Warrant for July 14, 2020 Election
9. Warrant #26
10. Adjourn

Join Zoom Meeting

<https://us02web.zoom.us/j/85417559302?pwd=Zzd3ZnRyWlVRdYt4dG5adkJOUUx0UT09>

Meeting ID: 854 1755 9302

Password: 410800

One tap mobile

+19292056099,,85417559302#,,1#,410800# US (New York)

Dial by your location

+1 929 205 6099 US (New York)

Meeting ID: 854 1755 9302

Password: 410800

DRAFT

TOWN OF MONMOUTH BOARD OF SELECTMEN Meeting Minutes (Remote) – June 3, 2020

PRESENT: Doug Ludewig – Chair, Timothy McDonald – Vice Chair, and Harold Jones and Dianna Boisvert – Board Members.

ALSO PRESENT: Linda Cohen - Town Manager, Kevin Mulherin – Police Chief, David Shaw – CEO, Bruce Balfour – PW Director, Patricia Hasch – President of Recreation Commission, Lisa Hasch, and Doreen Christ – Recording Secretary.

1. Call to Order and Roll Call. This remote meeting was called to order at 6:00 pm by Doug Ludewig – Chair. Linda Cohen did the Roll Call.

2. Approval of Minutes for 05/20/2020. The following motion was made.

MOTION: *by Dianna Boisvert, seconded by Harold Jones, to approve the Meeting Minutes for 05/20/2020, as written.*

VOTED: *4-0 (Passed).*

3. Department Reports. Kevin Mulherin – Police Chief reported that the speed sign trailer is now out on North Main Street. This gets moved to a new location every two (2) weeks. He stated that July 11, 2020 is the cut-off date for vehicle registrations that have been held up, due to Covid-19. He also stated that people who have received fictitious unemployment letters in the mail need to report this to the Dept. of Labor. He said that that they can also contact the Police Dept., who will then make the complaint.

David Shaw – CEO said he will have his written report available for the next regularly scheduled Board of Selectmen meeting.

Linda Cohen provided the following update for Dan Roy – Fire Chief, as follows: Jason Mills has been promoted to Assistant Fire Chief and Lance Reny as Captain.

Linda Cohen said that there is an event scheduled for this Saturday, June 6, 2020 and she asked the organizer to change the wording as the Town Manager and Police Chief do not get involved in political events. She said she and the Chairman are not scheduling a meeting on July 1, 2020. She mentioned that the Transition Committee and Jim Grendahl will be turning the schools over to the Town on July 30, 2020. With that said, furniture and equipment will be left for the Town as to what to do with it. She said that once the School Dept. is out of there, she and Laurie Walker would like to go in and catalog what is there and forward that listing to the Reuse Committee and the Board of Selectmen. Timothy McDonald suggested that photos be taken of the desks and filing cabinets and that these be included with the cataloging. She also stated that the Town Hall will be closed on June 30, 2020 to close out fiscal year accounts. The second meeting in July 2020 will be a live meeting. She recommends a “Zoom” be held for the Public Hearing on June 17, 2020, to get more people to attend.

4. Select Board Reports. None.

5. Public Comment. Emily Dufour reported that there is a “Peaceful Gathering” scheduled for this Saturday, June 6, 2020 at the Town Hall at 10:00 am. This is not a protest. It is a peaceful moment of solidarity. She said residents can read and speak and there will be a prayer.

Sandra Schiller asked how many people have taken advantage of absentee ballot requests.

6. Setting the Time for Opening the Polling Place on July 14, 2020. Linda Cohen presented this item. She said that Title 21-A, Section 626 sets the closing time for all polling places to be at 8:00 pm, but it is up to the Town’s municipal officers to set the opening time for each election. She is requesting an 8:00 am opening time for the State Primary, Municipal, and School Budget Election to be held on Tuesday, July 14, 2020 at the Monmouth Academy Gymnasium. The following motion was made.

MOTION: *by Harold Jones, seconded by Timothy McDonald to open the polls at 8:00 am on Tuesday, July 14, 2020 at the Monmouth Academy Gymnasium.*

VOTED: *4-0 (Passed).*

7. **Swimming Lesson Rules for 2020.** Linda Cohen presented this item. At the May 20, 2020 Board of Selectmen meeting, the Board voted to limit beach access to residents only for the 2020 swim season. Harold Jones had also suggested that the swim lessons be limited to Monmouth residents only and that this discussion be continued to this meeting. Swim lesson participation is a policy decision for this Board. Linda Cohen stated that a lot of municipalities are cancelling. Lisa Hasch stated that the parents are present for swim lessons, but parents do not swim. She said most parents sit in their vehicles during this time. She feels it would be a disservice and detrimental to not allow out-of-town residents. Their safety protocol includes: small classes, there is minimal contact (the only contact is with toddlers), and they also offer private lessons. Their equipment will be placed in a sanitizing bin. Harold Jones asked what percentage of kids are from out-of-town? Lisa Hasch said 30-50 percent. There are 20 different families. Harold Jones said that he is not opposed to those who have previously participated in other years. He is opposed to new. He suggested limiting non-resident families to those who previously participated. The following motion was made.

MOTION: *by Harold Jones, seconded by Dianna Boisvert to allow non-residents who have previously participated in swimming lessons for the 2020 swim season.*

VOTED: *4-0 (Passed).*

After the above motion, Harold Jones stated that he has complete confidence for both Patricia and Lisa Hasch to run the program. Patricia Hasch will place on Facebook and the Community Advertiser regarding beach access to residents only. Patricia Hasch asked if dump passes could be used or any form of proof of residency that they are a Monmouth resident. They will be asking for identification.

Timothy McDonald mentioned gatherings limited to 50 and cleanliness. Lisa Hasch said that they can sanitize and wipe down railings, etc. every hour. The lifeguards will wear masks and gloves when needed. Distancing has been in place so far. Patricia Hasch asked about getting Buddy Floyd to clean before the swim season begins. Linda Cohen will have Buddy Floyd do this.

Public Comment Continued. Donna Seppy questioned the language and posts that were removed from "Facebook" regarding this Saturday's event. Emily Dufour removed the wording signifying Town Hall supporting the event and that neither Linda Cohen nor Kevin Mulherin (Town Officials) are promoting the event. Buffy Dumont stated that she was asked to remove the posts. She said she was asked by public officials to remove it. She is being harassed. She said Linda Cohen asked her to remove the post. At this point, Linda Cohen said that she asked to have the reference to herself and Kevin Mulherin removed, as they are not promoting the event.

8. **Warrant #25 - Payroll and Payables.** Linda Cohen read a listing of items over \$1,000. The following motion was made.

MOTION: *by Timothy McDonald, seconded by Harold Jones, to pay Warrant #25- Payroll \$57,631.92 and Payables - \$514,682.30.*

VOTED: *4-0 (Passed).*

9. **Adjourn.** The following motion was made to adjourn the meeting.

MOTION: *by Timothy McDonald, seconded by Harold Jones, to adjourn the remote meeting at 6:54 pm.*

VOTED: *4-0 (Passed).*

Respectfully submitted,

Doreen M. Christ
Recording Secretary - Town of Monmouth

PO Box 270
Monmouth, ME 04259

TOWN OF MONMOUTH

Telephone (207) 933-2206
Fax (207) 933-3413



CODE ENFORCEMENT OFFICE

www.monmouthme.org
monmouthceo@monmouthme.org

**Town of Monmouth Code Enforcement
Memorandum**

To: Town Manager and Board of Selectman

From David Shaw

Subject: Monthly Report for May 2020

Date: June 9, 2020

There were 13 permits issued last month, which is normal and is about average for this time of year. The value of this month's permits is substantially less than last year. (I believe that is all due to the current conditions we all are living) I have also included a report which shows that value and fees both this year and last year for those permits.

There are no applications for the Board of Appeals and 0 new applications for the Planning Board this month. We will also be working on updates for both the Shoreland and Comprehensive Development ordinances when we can get together again.

I currently have put a hold on active (2) violations of land use. I will continue to work with those violators to come into compliance with State and Local ordinances.

Respectfully submitted;

David A. Shaw
Code Enforcement Officer
Addressing Officer

BUILDING PERMIT MONTHLY SUMMARY

Building Type	All			5/1/2019 through 5/31/2019		
	# Permits	Value	Fees	# Permits	Value	Fees
(None)	0	\$0	\$0.00	0	\$0	\$0.00
House	2	\$12,000	\$110.00	2	\$12,000	\$110.00
Garage	1	\$20,000	\$125.00	1	\$20,000	\$125.00
Shed	0	\$0	\$0.00	0	\$0	\$0.00
Barn	0	\$0	\$0.00	0	\$0	\$0.00
Other Accessory Structure	0	\$0	\$0.00	0	\$0	\$0.00
Sign	0	\$0	\$0.00	0	\$0	\$0.00
Commercial Building	2	\$32,000	\$85.00	2	\$32,000	\$85.00
Commercial Addition	0	\$0	\$0.00	0	\$0	\$0.00
Other	3	\$13,500	\$120.00	3	\$13,500	\$120.00
Converted	0	\$0	\$0.00	0	\$0	\$0.00
addition	1	\$25,000	\$300.00	1	\$25,000	\$300.00
Mobile Home	0	\$0	\$0.00	0	\$0	\$0.00
Deck	1	\$3,000	\$25.00	1	\$3,000	\$25.00
Pool	0	\$0	\$0.00	0	\$0	\$0.00
Fence	0	\$0	\$0.00	0	\$0	\$0.00
Interior Renovation	0	\$0	\$0.00	0	\$0	\$0.00
House and Barn	0	\$0	\$0.00	0	\$0	\$0.00
House and Shed	0	\$0	\$0.00	0	\$0	\$0.00
House and Garage	1	\$350,000	\$1,775.00	1	\$350,000	\$1,775.00
House and Other Accessory structure	0	\$0	\$0.00	0	\$0	\$0.00
Addition/Pool	0	\$0	\$0.00	0	\$0	\$0.00
Totals:	11	\$455,500	\$2,540.00	11	\$455,500	\$2,540.00

BUILDING PERMIT MONTHLY SUMMARY

Building Type	All			5/1/2020 through 5/31/2020		
	# Permits	Value	Fees	# Permits	Value	Fees
(None)	0	\$0	\$0.00	0	\$0	\$0.00
House	2	\$20,200	\$155.00	2	\$20,200	\$155.00
Garage	0	\$0	\$0.00	0	\$0	\$0.00
Shed	1	\$3,000	\$35.00	1	\$3,000	\$35.00
Barn	0	\$0	\$0.00	0	\$0	\$0.00
Other Accessory Structure	0	\$0	\$0.00	0	\$0	\$0.00
Sign	0	\$0	\$0.00	0	\$0	\$0.00
Commercial Building	0	\$0	\$0.00	0	\$0	\$0.00
Commercial Addition	0	\$0	\$0.00	0	\$0	\$0.00
Other	3	\$24,750	\$260.00	3	\$24,750	\$260.00
Converted	0	\$0	\$0.00	0	\$0	\$0.00
addition	2	\$132,500	\$713.00	2	\$132,500	\$713.00
Mobile Home	0	\$0	\$0.00	0	\$0	\$0.00
Deck	0	\$0	\$0.00	0	\$0	\$0.00
Pool	2	\$59,627	\$350.00	2	\$59,627	\$350.00
Fence	0	\$0	\$0.00	0	\$0	\$0.00
Interior Renovation	0	\$0	\$0.00	0	\$0	\$0.00
House and Barn	0	\$0	\$0.00	0	\$0	\$0.00
House and Shed	0	\$0	\$0.00	0	\$0	\$0.00
House and Garage	1	\$2,000	\$35.00	1	\$2,000	\$35.00
House and Other Accessory structure	0	\$0	\$0.00	0	\$0	\$0.00
Addition/Pool	1	\$26,000	\$155.00	1	\$26,000	\$155.00
Totals:	13	\$294,077	\$1,858.00	13	\$294,077	\$1,858.00

TOWN OF MONMOUTH
P.O. BOX 270
MONMOUTH, ME 04259



TELEPHONE (207) 933-2206
FAX (207) 933-3413

Memorandum

To: Select Board Members

From: Linda C. Cohen, Town Manager *LCC*

Date: June 11, 2020

Re: Authorizing the Town Manager to Sign a Collective Bargaining Agreement with AFL-CIO Council 93, Public Works, Transfer Station and Police for 7-1-20 to 6-30-22

In May of 2019, employees of the public works, including transfer station, and police departments voted to form a union. Since that time, there have been several meetings between staff and the negotiating team for the employees. Because of the Coronavirus and a changeover in the town's legal representation, it has taken us until now to reach an agreement on the proposed language. What is in your packet represents guidance from the Select Board to staff. Here are the highlights of the new agreement:

1. It's a two-year contract
2. Transfer Station will be open Tuesday, Wednesday, Saturday and Sunday during the Summer, a change from Thursday to Wednesday, and Wednesday, Saturday and Sunday during the Winter
3. Wage increases which are inclusive of the COLA for the first year
4. Addition of ½ day on Christmas Eve as holiday
5. Broadened description of family members for bereavement purposes to include Aunt, Uncle, Niece and Nephew
6. Reimbursement of \$600 per employee for safety/work gear (Public Works and Transfer Station)
7. An agreement that the Town will provide a take home car for the Police Sergeant as soon as we are able
8. Staff and Union will meet prior to March 1, 2021 to re-negotiate wages, allowing time to incorporate into budget prior to finalization. This is because we do not know what the COLA will be for that year at this time.
9. Sick and bereavement time taken will be in calculation of Overtime. Vacation, Holiday and Comp time is not allowed in the calculation.

If the Select Board authorizes the Manager to sign the agreement, I will be bringing forward some amendments to the Employee Handbook to provide some of the non-monetary benefits to non-union employees, as well (i.e. Christmas Eve, family members and overtime).

2020 – 2022

AGREEMENT

Between

TOWN OF MONMOUTH, MAINE

and

COUNCIL #93

**AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES**

AFL-CIO

for the

General Unit

of the

Town of Monmouth

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This Agreement is entered into between the Town of Monmouth, Maine, hereinafter referred to as the "Town" and Council 93 American Federation of State, County and Municipal Workers, Local 1458, Unit 10, hereinafter referred to as the "Union".

PREAMBLE

Pursuant to the provisions of the Municipal Public Employees Labor Relations Act (Title 26 M.R.S.A. 961-974, 1969 as amended) the parties hereto have entered into this agreement in order to establish mutual rights, preserve proper employee morale and to promote effective and efficient municipal operations.

ARTICLE 1- RECOGNITION

A. The Town recognizes that the Union is the sole and exclusive bargaining agent for the purpose of negotiating salaries, wages, hours and other conditions of employment for all eligible employees within the bargaining unit as determined in accordance with the Municipal Public Employees Labor Relations Act. Positions covered by the Unit include the following: Patrol Sergeant, Patrol Officer (Full and Part-time), Transfer Station Manager, Transfer Station Attendant (Full and Part-time), Public Works Foreman, Truck Driver and Laborer (Full and Part-time).

B. Full-Time Employee

A regular, full-time employee is an individual scheduled to work thirty – two or more hours in a workweek on a continuous basis. All full-time employees are considered regular unless designated as temporary. Regular full-time employees are eligible for benefits.

C. Part-Time Employee

Denotes an employee who is scheduled to work a minimum of 20 hours per week for 50 weeks or more. Regular part-time employees receive prorated benefits.

ARTICLE 2 – PROBATIONARY PERIOD

All employees are considered probationary for the first six months of employment. Probationary employees accrue, but may not take sick, or vacation leave.

Police Officers who graduate the Maine Criminal Justice Academy Basic Law Enforcement Course shall serve a probationary period of one year from date of graduation per state law. Police Officers shall accrue, but may not take sick, or vacation leave for the first six months from their date of hire.

If an employee is to be retained as a regular employee for the purpose of figuring benefits, seniority, etc., the initial date of employment is considered as the anniversary date of the individual. Any probationary employee may be dismissed at any time by a Department Head with Town Manager's concurrence.

ARTICLE 3 - UNION SECURITY

For employees hired into a permanent position, said employees must either (1) join the Union, or (2) sign a non-member waiver. Said employees shall have 10 days after completion of their probationary period within which to join the Union or sign a non-member waiver.

ARTICLE 4- CHECK-OFF –

This article shall be effective upon the signing of this contract by authorized representatives of both the town and the union.

A. The Town agrees to deduct the Union's membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Town by the Union, and the aggregate deductions of all employees shall be submitted together with a list of employees having deductions made and the total amounts deducted for each of those employees to the Union after such deductions are made. The amount deducted for the Union dues shall be submitted monthly in one (1) check.

B. This authorization shall be irrevocable during the term of this agreement, but thirty (30) days prior to the termination of the contract, an employee may terminate the dues deductions. The Union shall indemnify, defend and hold the Employer harmless against any claims made and against any suits instituted against the Employer because of payroll deduction of said dues. The Union agrees to refund the Employer any amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence thereof.

C. Any employee who is not a member of the Union must notify the Union in writing of his/her desire to be represented by the union prior to such representation. Failure to do so shall constitute a waiver of union representation.

ARTICLE 5 - ACCESS TO PREMISES

Authorized representatives of the Union may enter Town premises during working hours for the purpose of inquiring into pending disputes and for the purpose of carrying into effect the provisions of this agreement, provided that neither such representative nor such visit shall disrupt, in any sense, the Town's operations. Such visits by such representatives shall be arranged with reasonable notice to the Town Manager and shall not interfere with departmental operations. A list of authorized Union Representatives who may enter the Town's premises will be furnished by the Union to the Town Manager within fourteen {14} days of the signing date of this agreement.

ARTICLE 6 - MANAGEMENT RIGHTS

Management Rights:

The Union agrees that the Town has and will continue to retain the sole and exclusive right to manage its operations and retain all management rights, unless specifically abridged or delegated by the provisions of this Agreement. Nothing in this Article shall be construed to deprive the employees of any rights specifically set forth in this Agreement or deprive them of the right to the grievance procedure therein.

ARTICLE 7 - EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

It is the policy of The Town to provide equal opportunity for employment and advancement to all qualified individuals regardless of their race, color, religion, sexual orientation, age, national origin, or disability and to maintain a work environment free of discrimination or harassment due to any of these factors. The Town has committed to work toward improving employment opportunities for protected class members. For the purposes of this statement, the protected classes include minorities, females, disabled or others so designated by applicable government laws and regulations.

The Town seeks to fully comply with all provisions, protections, and requirements of the Americans with Disabilities Act (ADA).

The ADA directs that all programs and services, employment practices, public accommodations and communications, and all public facilities offered by the Town be accessible to persons of all abilities and disabilities.

ARTICLE 8 – HOURS OF WORK

The regular workweek for payroll purposes shall begin on Sunday at 12:01 a.m. and end on Saturday at midnight.

The normal schedule hours of work for employees shall be as follows:

Police Department: shall consist of a 42-hour work week. The following schedule will be rotated on a 4-week cycle:

- A Shift: Tuesday, Wednesday, Thursday 6 am to 4:30 pm and Friday 4 pm to 2:30 am
- B Shift: Monday 6 am to 4:30 pm, Tuesday, Wednesday and Thursday 4pm to 2:30 am
- C Shift: Friday 6 am to 4:30 pm, Saturday, Sunday and Monday 4 pm to 2:30am

Transfer Station Manager:

The Transfer Station will be open on mutually agreed days which allow members to enjoy two consecutive days off. These consecutive days are subject to change with a 2 week notice by the Board of Selectmen for the sole purpose of best serving Monmouth Residents.

Part Time Transfer Station Attendant:

The Transfer Station will be open on mutually agreed days which allow members to enjoy two consecutive days off. These consecutive days are subject to change with a 2 week notice by the Board of Selectmen for the sole purpose of best serving Monmouth Residents.

Public Works Foreman, Truck Driver, Full time Laborer:

- a) Summer hours (First week of April to second week of November):
Monday – Thursday 6 am to 4:30 pm
- b) Winter hours (Second week of November to the First week in April):
Monday – Friday 7 am to 3:30 pm.

Part-time Laborer - Minimum of 24 hours a week

Public works employees required to work more than fourteen (14) hours consecutively during a weather event will be given a meal allowance of ten dollars (\$10).

ARTICLE 9 – OVERTIME

Overtime is defined as time worked in excess of forty (40) hours in any regular workweek for hourly employees except the police department which is define as time worked in excess of forty- two (42) in any regular workweek. Sick time, and Bereavement Leave taken during a workweek does apply when calculating overtime hours. Overtime pay shall be at the rate of one and one-half times the employee's regular hourly pay rate.

An employee whose regular work schedule does not include an approved Saturday, Sunday or legal holiday and who is assigned to work on a Saturday, Sunday or legal holiday shall be compensated at time and a half for each hour or fraction of an hour assigned to be worked on such a day.

In lieu of overtime pay, an employee may take compensatory time if approved by the Town Manager.

Compensatory time shall be accrued at the same rate as all other hours worked in excess of forty hours in the work week. An employee exercising the option to take compensatory time in lieu of overtime compensation shall report the option to take compensatory time to the employee's supervisor within the pay period in which the compensatory time is earned or as soon thereafter as is practicable and shall be scheduled to be taken only with the approval of the employee's supervisor. The Employee cannot accrue compensatory time in excess of eighty-one (81) total hours. An employee who severs employment shall be paid for the value of accrued compensatory time at the employee's final rate of pay. In the event of the death of an employee, compensatory time accumulated in accordance with this policy shall be paid to the beneficiary designated by the employee under the Town's Group Life Insurance or to the estate of the deceased.

Use of compensatory time shall be scheduled at such time or times as shall be mutually agreeable to the employee requesting the leave and the Town Manager and will not be denied except for operational needs.

Section 2 – call in Public Works and Transfer Station

An employee called back to work outside his/her normal schedule shall receive a minimum of three hours pay at the rate of one and one-half (1 1/2) times the hourly rate for the work for which they are called back. All hours in excess of three hours shall also be compensated at one and one-half (1 1/2) times the hourly rate.

The hours of minimum pay requirement shall not apply in situations where the hours worked are annexed to the employee's normal shift.

Section 3 – Call Back for the Police Department

The employees called back to work shall receive a minimum of three (3) hours pay at the rate of one and one-half (1 1/2) times the hourly rate for the work for which they are called back. All hours in excess of three (3) hours shall also be compensated at one and one-half (1 1/2) times the hourly rate.

Section 4 – Court time for the Police Department

Any employee covered by this Agreement who is required to attend Court outside of the employee's regular work shift shall receive a minimum of three (3) hours at one and one-half (1 1/2) times the employee's applicable hourly rate for such attendance, provided, however, that any and all fees, compensation or allowances to which any officer is or would be entitled to for such Court time, as provided for by statute or Court order, shall be turned over and paid to the Town and not retained by the employee.. Included in the minimum time is one-half (1/2) hour for travel. When such Court attendance exceeds three (3) hours in duration, the employee shall receive compensation for the full duration of the Court time at one and one-half (1 1/2) times the applicable hourly rate for such attendance. When an employee uses that employee's own vehicle, said employee shall be compensated for mileage at the IRS rate. The employee must first seek the availability of a town vehicle and obtain approval to use the employee's own vehicle from a supervisor.

ARTICLE 10 – WAGES

A. Paychecks are issued bi-weekly, on Thursdays, for bargaining unit employees.

B. Effective July 1, 2020 the pay scale shall be as follows:

1-Jul-20	start	1 yr	2 years	5 years	7 year	10 years	15 years ++
Patrol Sergeant	\$22.02	\$22.62	\$23.24	\$23.87	\$24.53	\$25.21	\$25.90
Patrol officer	\$20.62	\$21.24	\$21.87	\$22.53	\$23.21	\$23.90	\$24.62
Transfer Station Manager/Equipment Operator	\$16.55	\$17.23	\$17.89	\$18.56	\$19.25	\$19.95	\$20.69
Transfer Station Attendant	\$13.81	\$14.37	\$14.91	\$15.72	\$15.98	\$16.57	\$17.18
Public Works Foreman	\$20.56	\$21.41	\$22.26	\$23.08	\$23.95	\$24.83	\$25.78
Truck Driver	\$16.55	\$17.23	\$17.89	\$18.56	\$19.25	\$19.95	\$20.70
Laborer	\$13.81	\$14.37	\$14.91	\$15.72	\$15.98	\$16.57	\$17.18

C. The parties agree to meet prior to March 1, 2021 to discuss the COLA increase to be effective July 1, 2021

D. Payroll Deductions

Specific amounts can be automatically deducted from each paycheck and redirected to the appropriate recipient account. Examples of such deductions include, but are not limited to, credit union, income protection, United Way, union dues, Maine State Retirement and/or ICMA, supplemental insurances, and medical/dental co-payments.

ARTICLE 11- GRIEVANCE PROCEDURE

Section 1- The purpose of this Article is to establish a procedure for the settlement of grievances between the employees, the Union and the Employer.

Section 2 - A "grievance" is any dispute, controversy or complaint arising out of or concerning the interpretation or application of the terms of this Agreement or work rule. Time limits may be extended only with the written consent of the Employer and the Union. When a grievance involves an employee,

the employee shall be entitled to a Union representative and it shall be settled as follows:

Step 1: If an employee has a grievance, the employee, accompanied by a Union representative, and shall first present the grievance orally to the Department Head or immediate supervisors, within ten (10) working days of the date of the grievance or employee's knowledge of its occurrence. The Department Head or immediate supervisors shall render a decision and notify the employee and the Union representative orally within ten (10) working days of presentation of the grievance.

Step 2: If a satisfactory settlement is not made of the grievance in Step 1, the Union shall, within ten (10) working days after receipt of the answer in Step 1 is due, present the grievance in writing to the Town Manager or her/ his designee who shall, within ten (10) working days, discuss the grievance with the employee and the Unit Chair and/or a Union official. Within ten (10) working days of the discussion of the grievance, the Town Manager or her/ his designee shall render a decision in writing stating all reasons for his/her decision. The Employer will schedule grievance meetings in order to facilitate efficient attendance and witness availability.

STEP 3 - If a satisfactory settlement is not made of the grievance in Step 2, the Union shall, within ten (10) working days after receipt of the answer in Step 2 is due, present the grievance in writing to the Board of Selectmen, who shall, within ten (10) working days, schedule a meeting as soon as possible in executive session to discuss the grievance with the employee and the Unit Chair and/or a Union official. Within ten (10) working days of the discussion of the grievance, the Board of Selectmen shall render a decision in writing stating all reasons for their decision.

STEP 4 - If the grievance is not resolved herein above, the Union may submit the grievance to binding arbitration within sixty (60) days after the response to Step 3 is due. The Union shall notify the Employer of its intent to seek arbitration. The Union shall notify the Labor Relations Connection requesting an arbitrator from Maine or adjoining states. The parties as well as the aggrieved employee, if any, shall be bound by his/her award. Questions of arbitrability shall be decided by the arbitrator.

Section 3 - Any of the above time limits herein may be extended by mutual consent.

Section 4 - The parties shall split the cost of the Labor Relations Connection, the arbitrator and the hearing room. Each party shall bear the costs of their own witnesses and counsel.

Section 5· At either party's request, a stenographic record or recording of the arbitration hearing may be made, the cost thereof to be borne by the party making the request unless the other party wants a copy. In such event, both parties shall equally share the cost of all the transcript(s). Arbitration Act, Title 14 M.R.S.A., 5927 et seq. and the decision reached by the Arbitrator shall be binding on the parties.

ARTICLE 12 – SENIORITY

Section 1 – Definition

Seniority means an employee's length of continuous service with the Employer since the employee's last date of hire.

Section 2 - Seniority List

Annually, but no later than February 1, the Town shall post on the Union bulletin board a seniority list;

showing the continuous service of each employee within the Town and their current job classification. A copy of the seniority list will be furnished to the local Union chair when it is posted.

Section 3 – Reduction in Force (Layoff)

In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority by classification. Employees will have bumping rights to any position within the unit in which they are currently qualified or would be qualified with a minimal amount of training. Upon separation, employees shall be paid all accumulated unused vacation and/or compensatory time. The Town Manager and the Union shall meet to review the layoff procedure prior to any layoff.

Section 4 – Recall

For a period of Twenty –four (24) months, employees shall be recalled from layoff according to their seniority by classification. For a Twenty –four (24) month period following layoffs, no new employees shall be hired until all qualified employees on layoff status desiring to return to work, have been recalled. A layoff employee will be considered qualified if the employee can reasonably be expected to learn the essential functions of the job within twenty working days.

Employees returning from layoff status shall retain their seniority that they had upon layoff and any accrued, unpaid balance of sick leave will be restored to their record.

Section 5 - Filling of Vacancies

All unit vacancies will be posted on employee bulletin boards for a period of ten (10) working days. Members of the unit will have an opportunity to apply for the position.

The Town will evaluate all the internal applicants for the position using the job description of the position to evaluate the qualifications of the applicants.

An employee selected to fill a vacancy shall have a period of ninety (90) days to demonstrate his/her capability; however, the Town Manager may extend this period for a subsequent ninety (90) days.

ARTICLE 13 – HOLIDAYS

All full-time employees, including those on probation who have worked at least 30 calendar days, shall be entitled to paid holidays as follows:

New Year's Day
Martin Luther King Day
Presidents' Day
Patriots' Day
Memorial Day
Independence Day
Labor Day
Indigenous Peoples Day
Veterans Day
Thanksgiving Day

Day after Thanksgiving Day
½ day before Christmas
Christmas Day

When a holiday falls on Sunday, the following Monday will be deemed a holiday. When a holiday falls on Saturday, it will be observed on the preceding Friday.

All regular part-time employees shall be eligible to receive holiday pay equivalent to the employee's normal workday. Regular Part-time employees are eligible to receive such pay only if scheduled to work during the same day in which the holiday is observed.

For those employees, the nature of whose job requires them to work on any of these holidays, will receive 1.5 times base pay for all hours worked in addition to straight holiday hourly base pay. If the holiday falls on a normal day off, the employee may elect a compensatory day to be taken at a later date or the employee may choose to receive straight time holiday pay.

Holiday pay will be computed as the base hourly wage rate times the normally scheduled work hours in a workday. Whenever any conflict or doubt arises as to the date of the holiday observance, the date will be determined by the Town Manager.

ARTICLE 14 – VACATION

Vacation is available to full-time employees. Regular part time employees shall receive pro-rated vacation time. Each full-time employee shall earn vacation with pay on the following basis:

- From the date of hire with less than six (6) years shall accrue vacation time at the rate of 1.54 hours per week for a total of 80 hours per each 12-month period following an individual's anniversary date of hire. Police Department's employee shall accrue vacation time at the rate of 1.62 hours per week for a total of 84 hours per each 12-month period.
- Employees having completed six (6) years of continuous service shall be entitled to accrue vacation time at the rate of 2.31 hours per week for a total 120 hours per each 12-month period following the anniversary date of hire. Police Department's employee shall accrue vacation time at the rate of 2.42 hours per week for a total of 126 hours per each 12-month period.

- Those having completed twelve (12) years of continuous service shall be entitled to accrue vacation time at the rate of 3.08 hours per week for a total of 160 hours during each 12-month period following the anniversary date of hire. Police Department's employee shall accrue vacation time at the rate of 3.230 hours per week for a total of 168 hours per each 12-month period.

- Employees having completed twenty (20) years of continuous service shall be entitled to accrue vacation time at the rate of 3.85 hours per week for a total of 200 hours during each 12-month period following the anniversary date of hire. Police Department's employee shall accrue vacation time at the rate of 4.04 hours per week for a total of 210 hours per each 12-month period.

Vacations shall be granted at such time or times as shall be mutually agreeable to the employee and their Department Head. Due consideration shall be given to an employee's seniority about scheduling vacation

Unused vacation days may not accrue beyond the employee's next anniversary date of hire; an employee may elect to convert up to one week of accrued unused vacation time to a current wage value. However, an employee may carry up to 40 hours except, the Police Department's employee may carry up to 42 hours, accumulated vacation leave for up to one hundred and eighty (180) calendar days beyond their anniversary date, for good cause, with the prior approval of the Department Head.

An employee is not eligible to work and receive double the usual wage during their vacation period. Accrued vacation will be paid to an employee in good standing upon employment separation from the Town. In the event of death, the employee's beneficiary will receive accrued but unused vacation pay.

ARTICLE 15 – SICK LEAVE

Sick leave shall accrue to full-time employees at the rate of eight (8) hours for each full calendar month of service cumulative to a maximum of four hundred eighty (480) hours. Regular part time employees shall receive pro-rated sick time.

Sick leave may be used when personal illness or incapacity of such a degree renders the employee unable to perform the position duties. Pursuant to the Maine Family Sick Leave law, if the illness or injury of an immediate family member (child, spouse or parent) requires the care and attention of an employee, sick leave may be used to provide such care and attention.

Sick leave may use in hourly increment for doctors and/or Dentist appointments.

If requested by one's Department Head, based upon a "just cause," the employee shall furnish a certificate from an attending physician.

Whenever possible, you should notify your immediate Supervisor at least one (1) hour before the beginning of your scheduled shift relative to your unexpected absence due to sick leave reasons.

Upon death, retirement or voluntary termination in good standing with ten (10) years uninterrupted service to the Town, an employee shall be paid one-fourth (1/4) of accrued unused sick leave, to a maximum of one hundred twenty (120) hours. Upon death, retirement or voluntary termination in good standing with twenty (20) years uninterrupted service to the Town, an employee shall be paid one-half (1/2) of unused sick leave, to a maximum of two hundred and forty (240) hours.

ARTICLE 16 – BEREAVEMENT

Bargaining unit employees shall be granted five (5) days of personal paid time off for the death of a parent, sibling, grandparent, spouse or significant other, child, step-child/parent, step sibling or mother/father/sister/brother in-law. Bargaining unit employees who suffer the death of an Aunt, uncle, niece or nephew shall be granted three days of personal paid time off.

In all cases, notification of the Department Head is required. During such leave, employees will be compensated at their regular rate of pay.

Bargaining unit employees who suffer the death of another close family relative may be granted up to five (5) days bereavement leave without compensation, at the direction of the Department Head and approved by the Town Manager.

ARTICLE 17 – LEAVE OF ABSENCE

Section 1 – Unpaid leave of Absence

In those cases, where unusual circumstances compel a Bargaining unit employee to be away from work, he/she may request, in writing leave without pay from the Department Head in advance, giving the reason for and the probable duration of the leave. The Department Head shall, with due regard to the needs of the department and the employee's needs, approve or disapprove the request, in writing, and in the case of disapproval, shall advise the employee the reasons thereof.

Section 2 - Military Service

When entering into the United States Military Services on a full-time basis, your seniority, vacation (as provided for in this policy) and reinstatement shall be governed by applicable federal law.

If at the time of leaving active employment to enter the United States military service you have qualified for a vacation in the year of such entrance, and you have not received a vacation or vacation allowance, you shall be granted such.

The Town shall pay an employee called for active military reserve service the difference between his/her military reserve pay and his/her base weekly Town earnings upon presentation of an official statement of such military pay amounts, and dates of service. Such pay differential shall only apply if the Town base pay is greater than the military reserve pay and shall be limited to a period not greater than eighteen months in any three-year period.

The Town shall pay an employee who is meeting his/her military reserve training requirements the difference between his/her military reserve training pay and his/her base weekly Town earnings upon presentation of an official statement of military reserve pay amounts and dates of service. Such pay differential shall only apply if the Town base pay is greater than the military reserve training pay and shall be limited to a period not greater than two weeks in any twelve-month period.

Section 3 - Jury Duty

In the event you are required to participate in jury activity, you will be protected from financial loss. The Town will pay the difference between your regular pay and the juror's pay (except mileage reimbursement) upon presentation of an official statement of jury pay received. When excused from jury duty, you must report to work during the normal scheduled work hours.

Section 4 - Family Medical Leave

Pursuant to the Federal Family and Medical Leave Act of 1993 and the Maine Family Medical Leave Act, the Town provides for family or medical leave as outlined on the following page:

Any employee (regardless of full-time or part-time status) who has been employed for more than twelve months and who has worked at least 1,250 hours during the prior twelve-month period is eligible to receive a Family or Medical Leave of Absence.

Eligible employees are entitled to up to twelve workweeks of leave during any twelve-month period, which may be used intermittently, for any of the following reasons:

- the birth of a son or daughter;
- the placement of a child with the employee for adoption or foster care;
- to care for the spouse, son, daughter or parent of the employee if such individual has a serious health condition;
- a serious health condition which renders the employee unable to perform his or her job duties.

Generally, Family and Medical Leave will be unpaid, except that to the extent available, the employee may choose to use their accrued sick time, vacation or comp. time. Employees may also be able to collect benefits from Town provided disability insurance or other third party insurance.

Seniority and benefits will continue to accrue for employees on Family Medical Leave consistent with the applicable benefit plans.

The Town may require the certification of a physician or healer, as defined by 26 MRSA Section 844, to verify an employee's need for the leave requested, or the employee's ability to return to work.

Unless prevented by emergency or unforeseeable circumstances, the employee shall give a minimum of thirty (30) days' notice to the Town of his/her intent to take Family Medical Leave

In order to maintain efficient and effective delivery of public services and to provide for the orderly completion of all required work, the Town retains the right to temporarily fill any job vacancies created during a Family Medical Leave period; and to permanently fill any vacancy left at the expiration of the twelve-week period.

ARTICLE 18 – INSURANCES

Section 1 - Health Insurance

Hospital, Surgical and Major Medical Insurance: The Town participates in the Maine Municipal Employees Health Trust. The Town pays for 100% of the cost of premium for the single subscriber plan for all full-time employees requesting coverage. Additionally, the Town will pay for 60% of the cost of the family Plan, (including registered domestic partners) for all full time employees requesting coverage. The remaining 40% of the cost of coverage will be paid for by the employee through a payroll deduction. A domestic partner shall be defined by 24-A MRSA Section 2741-A.

An employee who qualifies as a regular part time employee, on a year-round basis, is entitled to health insurance pro-rated at 50% of the health insurance premium single subscriber plan.

Employees, or their spouse, or domestic partners or dependents, may be eligible to continue coverage for up to three years after termination or other loss of eligibility. Continuation of benefits is governed under the federal "COBRA" law and must be elected within 60 days of the date of lost eligibility.

Premiums due under the COBRA continuation of benefits option are paid by the employee (or former spouse/dependent).

Where an employee, who has been covered under the town's health insurance plan, or who is a new employee, has access to other adequate health insurance coverage, and elects not to be covered under the town's health insurance plan or to reduce the level of coverage, then the employee will be paid, on an annual basis, a sum equal to three months of health insurance premiums savings realized by the town by the employee's non-enrollment or reduced level of coverage. This benefit shall be available, however, only to those employees who have demonstrated that they have adequate and acceptable coverage from another source. This election may be made at any time but the benefit shall be prorated over the portion of the fiscal year remaining if not effective as of the beginning of the fiscal year. The payment of premium savings in lieu of health insurance will not prevent the employee from re-enrolling in the town provided health insurance plan at a later date. Re-enrollment shall be subject to the condition that the employee reimburse the town an amount determined by dividing the premium savings paid to the employee for the fiscal year by 12 and multiplying by the remaining number of months left in that fiscal year from the time of re-enrollment to the end of the fiscal year.

New probationary employees will not be eligible for payment until the probationary period is completed. At that time, payments will be retroactive. Employees, who receive these funds and leave the town's employment for any reason, shall be responsible for prorated repayment in a timely manner of any and all funds received for that year.

Section 2 - Dental Insurance:

The Town participates in the Maine Municipal Employees Health Trust Dental Plan. The Town pays for 100% of the cost of the single subscriber plan for all full – time Bargaining Unit employees requesting coverage. Additionally, the Town will pay for 60% of the cost of the family plan for all full time employees requesting coverage. The remaining 40 % of the cost of coverage will be paid for by the employee through a payroll deduction.

Section 3-Life Insurance:

The Town participates in a group life insurance program and pays 100% of the premium for term life insurance in the amount equal to the annual wage or salary, rounded to the nearest \$1,000 of the employee for all eligible Bargaining Unit employees requesting coverage.

Section 4 - Income Protection

All full time employees may purchase a Group Income Protection insurance policy from the Maine Municipal Employees Health Trust. Employees need not be covered by the MMEHT Health Insurance program to purchase this coverage. Employees, who do not elect coverage within 60 days from the date of hire may be required to show evidence of insurability (medical proof of good health) if they later choose to pick up or increase their level of coverage.

This insurance provides the employee up to 52 weeks of income during a period of illness or injury (except job related injury or illnesses which are covered by Worker's Compensation). The income level during the period of eligibility may be at 40%, 55%, or 70% of regular earnings depending upon the level of coverage selected (and premium paid). Because this benefit is employee paid, income protection payments are tax exempt.

Covered employees may draw weekly benefits after 8 days of illness or 1 day of injury (non-job related) but must be under the care of a qualified physician and certified unable to work. Claims must be filed within 30 days of the onset of a disability or illness.

At the time of enrollment, employees will be given a summary of Group Income Protection Plan Benefits which provides greater detail and explanation. For more information, contact the MMEHT at 1-800-852-8300.

ARTICLE 19 – RETIREMENT

To be eligible for retirement, all bargaining unit employees must be at full time status of 32 or more hours per week.

Section 1 – MainePERS

All bargaining unit employees in the police department shall have the option of participating in The Maine Public Employees Retirement System. (MainePERS) Plan.

Effective January 1, 2020, The Town shall offer Bargaining unit employees the option to participate in The Maine Public Employees Retirement System. (MainePERS) plan AC per MainePERS rules

Section 2 - Deferred Compensation:

Bargaining unit Employees not participating in MainePERS and earning above five thousand (\$5000.00) in a fiscal year, may participate in an employee match (up to 3% by the employer on employee's gross wage) Plan. Details on the plan will be provided by the employer.

Section 3 - Social Security

The Town will continue to participate in Social Security System for all bargaining unit members.

ARTICLE 20 – WORKER’S COMPENSATION

Section 1 - The Town provides workers compensation insurance protection for all its employees as required by law. In addition, an individual may draw from their sick leave accrual if unable to work because of a job related injury or illness when such lost time is not compensated by the worker's compensation coverage. In this case, the employee must reimburse the Town once compensation is received from the insurance company.

Section 2 - Reporting of Accidents and Injuries

All accidents and injuries, no matter how minor, which occur during work time, must be reported immediately to your supervisor or Department Head and an accident/injury report form completed.

Employees who have sustained an injury may be sent to a doctor at the direction of the Department Head or at the request of the employee for examination at Town expense.

ARTICLE 21 - HEALTH AND SAFETY

Section 1 - Safety

- A. The Town shall establish rules and regulations for the safe, sanitary and efficient conduct of the Town's business.
- B. Proper safety equipment shall be provided by the Town for all employees engaged in work where such equipment is necessary.
- C. When safety equipment, including ballistic vests, is provided it must be used as intended.

- D. All vehicles henceforth purchased for regular use by members of the bargaining unit shall be maintained in good and safe working condition. Bargaining unit members shall not be requested to operate unsafe equipment.
- E. Bargaining unit members shall immediately report all defects of equipment or needed repairs to the Department Head. A suitable form provided by the Town shall be utilized for the reporting of defects of equipment. The Department Head shall determine the action to be taken with respect to continued use of the vehicle. Any vehicle not in safe operating condition shall be repaired at the direction of the Department Head. It will be inspected by a qualified mechanic for evaluation of the problem or for repair.

Section 2 – Smoking/Vaping Policy

Smoking/Vaping is prohibited in all public buildings (25 feet from the buildings) or town-owned vehicles.

Section 3 -Drug Free Workplace

The Town recognizes that alcoholism, alcohol abuse, drug addiction and drug abuse constitute a treatable disease in each case. Medical insurance coverage for such diseases is available in accordance with the provisions stated in the Medical Plan. A past history of such behavior shall not be a basis for discrimination in hiring, promotion, assignment, discipline or discharge or in any employment consideration.

The sale, possession, or use of alcohol, marijuana, or illegal drugs on the work premises or during the course of duty and/or being under the influence of illegal drugs or alcohol is a policy violation. Any such use, possession, sale, or influence shall be considered grounds for disciplinary action, up to and including dismissal.

Pursuant to the Federal Drug Free Workplace Act, employees have the following obligations:

Abide by this policy, and

Notify the Town Manager, in writing, of any criminal drug statute conviction for any violation occurring within the workplace, no later than five (5) days after such conviction.

The Town has the following duties under the law:

Notify any federal agency providing funding to the Town within ten (10) days of receipt of any employee notification of conviction, or other actual knowledge of a conviction.

Take appropriate disciplinary action, up to and including termination, or require the employee to participate in an approved drug abuse assistance program, and

Provide an on-going drug-free awareness program for employees.

Alcohol and drug abuse therapy and treatment is covered through the Town's health insurance coverage (MMEHT). Use of the Town-sponsored programs and the acceptance of assistance is ultimately the responsibility of the individual employee. Reasonable accommodation will be made for individuals who seek or attend treatment and recovery programs.

Any person reporting to the town office, a public works building or job, the police station, a fire, fire station or any other town duties while apparently intoxicated or under the influence of drugs, or found consuming alcoholic beverages or using drugs on the premises of any town property, at a fire, a meeting, a training session or during the course of performing their job will be dismissed and suspended by an officer pending investigation and review by the appropriate department head. The use of alcohol and/or drugs are cause for disciplinary action up to and including dismissal and may result in legal charges brought against the employee.

Section 4 - Drug and Alcohol Testing for Safety-Sensitive Drivers (CDL)

In order to ensure the safety of Town employees and the general public, as well as compliance with Federal regulations, the Town has adopted a drug and alcohol testing policy applicable to drivers in safety-sensitive positions. This policy is intended to comply with the Omnibus Transportation Employee Testing Act of 1991 and the rules and regulations of the Federal Highway Administration (49 CFR Parts 382 et al.)

Section 5 Blood borne Pathogens

The Town's *Blood borne Pathogens Exposure Control Plan* is designed to minimize or eliminate occupational exposure to the human immunodeficiency virus that causes AIDS, the hepatitis B virus and various other blood-borne pathogens through the use of a combination of engineering and work practice controls, personal protective clothing, equipment, training, medical surveillance, hepatitis B vaccination, Rabies vaccination, signs, labels and other provisions.

Employees in positions determined as having exposure to blood or other potentially infectious material are offered the Hepatitis B vaccine, at no cost to the individual. The vaccine is offered within 10 (ten) working days of the initial work assignment involving the potentially infectious materials unless the employee has previously had the vaccine or wishes to

submit to antibody testing that demonstrates the employee to have sufficient immunity.

Section 6 - Hazard Communication

The "Written Hazard Communication Program (For Toxic & Hazardous Substance Users)" can be found in its general format in the **APPENDIX** section of this agreement.

This program is designed to meet both Federal and State mandates.

ARTICLE 22 – UNIFORMS AND EQUIPMENT

Section 1 – Police

The Town shall provide each employee, at no cost to the employee, all uniforms, shoes, and other equipment for the regular performance of the employee's duties. The Town shall pay for dry cleaning of uniforms.

The parties agree to institute a vehicle take home program for the Patrol Sergeant as soon as possible.

Section 2 – Public Works

The Town will reimburse each employee up to \$600 per year for the purchase and maintenance of work clothes including safety boots/shoes, winter jacket and rain gear.

Section 3 - Transfer Station

The Town will reimburse each employee up to \$600 per year for the purchase and maintenance of work clothes including safety boots/shoes, winter jacket and rain gear.

ARTICLE 23 - DISCIPLINE AND DISCHARGE

The Town will not discipline, discharge or suspend any employee without just cause. If the Department Head or Supervisor has reason to reprimand an employee, it shall be done in a manner and place that will not embarrass the employee before other employees or in public.

The Town agrees to follow principles of progressive discipline with the general steps including verbal reprimand, written reprimand, suspension with pay, suspension without pay and discharge. The nature and sequence of the discipline may be dependent on the type and severity of the infraction.

Verbal Reprimand: For most first-time occurrences of performance or behavioral problems, the Department Head shall discuss the matter with the employee, and orally inform the employee that the employee has received a verbal reprimand. There shall be a letter stating that a verbal reprimand has been issued placed within the employee's personnel file for a period of six months. Should there be no further disciplinary actions within the six months; the letter shall be removed from the personnel file.

Written Reprimand: The Town Manager must sign all written reprimand and the Department Head shall discuss subsequent occurrences of performance or behavioral problems with the employee, and shall thereafter, if warranted, issue a written reprimand to the employee a copy of which shall be placed in the employee's personnel file within thirty-six (36) hours. Should there be no further disciplinary actions within one (1) year; the letter shall be removed from the personnel file.

Suspension With or Without Pay: When, after receiving either a verbal or written reprimand, an employee persists in unsatisfactory performance or behavior, or when serious misfeasance, malfeasance or nonfeasance has occurred, the Town Manager may suspend an employee with or without pay for not more than ten (10) consecutive working days. Any bargaining unit employee who is suspended without pay shall be given a "Loudermill" hearing prior to being placed on unpaid leave or suspension. Vacation and sick leave accruals and health insurance coverage and Town payments shall not be affected by suspension with or without pay. The Town Manager shall provide the affected employee who is suspended with or without pay the reasons in writing for taking such action and a copy of the written reasons shall be timely placed in the employee's personnel file. Should there be no further disciplinary actions within eighteen (18) months; the letter shall be removed from the personnel file.

Dismissal for just cause: When previous disciplinary actions have been unsuccessful in changing the unsatisfactory performance or in instances of gross misconduct, the Town Manager shall conduct a "Loudermill" hearing prior to dismissing the employee. The Town Manager shall provide the reasons in writing for taking such action and a copy of the reasons shall be timely placed in the employee's personnel file and concomitantly mailed or given to the dismissed employee.

APPEALS: A disciplined employee may appeal any disciplinary action in accordance with the grievance procedure.

ARTICLE 24 - POLITICAL ACTIVITY

While an employee is performing the employee's normal work duties, the employee shall refrain from seeking or accepting nomination or election to any office in Town government, from using the employee's influence in any way for or against any candidate for elective office in Town government, using the employee's influence for or against any matter that is pending before any Town Meeting, Select Board or any board or committee appointed by the Select Board. This policy is not to be construed to prevent Town employees from becoming, or continuing to be members of any political organization, from attending political meetings, from expressing the employee's views on political matters, on their own time, or from voting with complete freedom in any election.

ARTICLE 25 - BULLETIN BOARD

The employer agrees to furnish at least one bulletin board, with easy access to each department, for the purpose of posting Union notices, advertising open job positions, Town notices, department procedures, state and federal notices, safety information, etc.

ARTICLE 26 – PERSONNEL FILES

There shall be only one (1) personnel file for each employee with the exception of training files. The file shall be kept under conditions that insure its integrity and safekeeping. The Town Manager shall be responsible for maintaining each employee's personnel file. No other personnel file shall be maintained.

An employee may request from the Town Manager or the Town Manager's designee a review of his/her personnel file. Each employee shall have prompt access to their personnel file and the right to copy documents contained therein during normal work hours, under the supervision of the Town Manager or the Town Manager's designee.

No document, letter, recommendation or performance review shall be placed in any employee's personnel file unless the affected employee is given a copy of same. Said copy shall be provided/mailed to the employee at the same time it is placed in the personnel file. Anonymous or un-attributed material shall not be placed in the personnel file.

There are statutory limitations on the Town's ability to treat personnel records as confidential (per Title 30-A MRS § 2702.) Specifically, applications, resumes, personal references, notes of reference (unless such notes of reference are expressly submitted in confidence); all become public records if the applicant is hired. Additionally, union representatives are granted privilege to review otherwise confidential records that are necessary to carry out their collective bargaining duties.

The final written decision on any disciplinary action is a public record. The decision must include a statement of the conduct or facts that give rise to the disciplinary action and the conclusion of the final authority on the reasons for the disciplinary action taken.

ARTICLE 27 - MAINTENANCE OF STANDARDS

Section 1. Protection of Conditions. The Town agrees that all conditions of employment for bargaining unit members relating to wages, hours of work, overtime differentials, and general working conditions shall be maintained at not less than the standards contained in this Agreement.

Section 2. Extra Contract Agreements. The Town agrees not to enter into any agreement or contract with any bargaining unit members, individually or collectively. Any such agreement shall be null and void.

ARTICLE 28 - UNION OFFICERS

Section 1. The authority of the Unit Chair and steward(s) so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- a. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
- b. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information have been reduced to writing.

Section 2. The Unit Chair and steward(s) have no authority to take strike action, or any other action interrupting the Town's business. The Town recognizes these limitations upon the authority of the Unit Chair and Alternate and shall not hold the Union liable for any unauthorized acts.

Section 3. The Unit Chair and steward(s) shall be permitted to attend negotiation, investigate, present and process grievances on or off the property of the Town without loss of time or pay if action must be taken during Unit Chair's regular shift. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime. Justification for time so used will be provided in writing upon request. In all cases Town business has priority.

Section 4. Time Off for Union Activities. The Town agrees to grant the necessary time off up to five (5) days per year without discrimination or loss of seniority rights and without pay, to the Unit Chair or steward(s) as designated by the Union to attend a labor convention or to serve in any capacity on other official Union business, provided one (1) week's written notice is given to the Town Manager specifying length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Town's operations due to lack of available employees.

Section 5. No Discrimination Because of Union Activities. Any employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for the employee's acts as such officer of the Union so long as such acts do not interfere with the conduct of the Town's business, nor shall there be any discrimination against any employee because of Union membership or activities.

ARTICLE 29 - TRAINING AND EDUCATIONAL INCENTIVES

Section 1. Notice. Seven (7) days posted notice shall be provided prior to any training sessions and, whenever possible, such sessions will not be scheduled to conflict with an employee's scheduled vacation.

Section 2. Expenses. All expenses for training including mileage compensation or other travel arrangements, lodging, food, tuition and equipment are to be provided or paid for by the Town either in advance or as reimbursement whenever training is required or approved by the Town Manager.

Section 3. Educational Incentive. The Town will pay one-half tuition expenses for one (1) job related course per semester for each employee provided a grade of "B" or better is achieved and one-quarter of the tuition for courses in which a grade of "C" or better is achieved.

ARTICLE 30 - ACCEPTANCE OF GIFTS

Acceptance of money or gifts or gratuities by an employee when given under circumstances indicating the hope or expectation of receiving better treatment than that afforded to the public in general is prohibited and may result in immediate dismissal.

All employees shall be responsible for providing municipal services to the public in a courteous and polite manner.

ARTICLE 31 - SEPARABILITY AND SAVINGS CLAUSE

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

Article 32 - DURATION OF AGREEMENT

This Agreement shall be effective as of the first day of July 2020, and shall remain in full force and effect until June 30, 2022. The Contract shall be automatically renewed for succeeding one-year periods unless either party shall notify the other to renegotiate at least 120 days prior to July 1, 2022, if wages, rights or pay or other matters requiring appropriations of money by the Town are to be negotiated.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals:

For the Town

For the Union

_____ Date: _____

_____ Date: _____

Linda Cohen, Town Manager

Sylvia Hebert, AFSCME Staff Representative

Negotiating Team Members

TOWN OF MONMOUTH
P.O. BOX 270
MONMOUTH, ME 04259



TELEPHONE (207) 933-2206
FAX (207) 933-3413

Memorandum

To: Select Board Members

From: Linda C. Cohen, Town Manager

Date: June 11, 2020

Re: Public Hearing Warrant for Fiscal Year 2021

After reviewing departmental budgets from February through March, the Select Board accepted over \$48,000 in cuts proposed by staff and made an additional cut of approximately \$185,000, due to the expected loss of revenue next year from COVID-19. Those cuts bring the proposed FY21 operating budget to just over \$51,000 more than the previous year, an increase comprised of a 27th payroll, a Cost of Living Increase of 2.5% for employees, a higher payment in our share of the cost of the street sweeper to the Town of Winthrop, increased costs at Ecomaine and wage increases negotiated in the new labor contract with public works, transfer station and police employees.

There is also a special article for \$75,000 in additional funds to maintain the two schools once they are turned over.

We have budgeted State Revenue sharing to stay the same, even though we were originally told to expect over \$100,000 more. With the state revenue situation for the foreseeable future being murky, at best, we would rather estimate lower. Operating revenues have been projected fairly close to the current year's expected receipts.

There is an article in the warrant to replace the culvert at Wilson Pond Road, but repayment of that debt, if approved, can be put into the FY22 budget.

There is an article in the warrant to pave the shared parking lot between the fire station and Melledie Hall using TIF funds. Work is dependent of an easement from the Theater.

There is one ordinance question on the ballot amending the Site Development Ordinance regarding solar development.

On April 15th, the Select Board approved the municipal warrant for the July 14th election.

We've been told that the County Budget will reflect an increase to Monmouth of approximately \$40,000, but that could change after tonight's vote of the budget committee. There will be no increase from the Cobbossee Watershed District. The increase to Monmouth from the RSU budget is \$268,155.

TOWN OF MONMOUTH
ANNUAL TOWN MEETING

JULY 14, 2020

KENNEBEC COUNTY, SS

STATE OF MAINE

TO: Kevin Mulherin, a constable in the Town of Monmouth in the County of Kennebec and the State of Maine,

GREETINGS:

In the name of the State of Maine, you are hereby required to notify and warn the inhabitants of said Town of Monmouth qualified by law to vote in Town affairs, to meet at the Monmouth Academy Gymnasium, the fourteenth day of July, A. D. 2020 at 8:00 A.M., then and there to act on Article 1 and to vote by secret ballot on Articles 2 through 29, as set out below, the polling hours therefore to be from 8:00 A.M. to 8:00 P.M., said articles being the following:

Note: Absentee ballots will first be available at the Monmouth Town Office June 11th during business hours.

Article 1. To choose by written ballot a moderator to preside at said meeting.

Article 2. To elect all TOWN OFFICERS required by law and previous vote of the Town to be chosen by secret ballot; namely Selectmen, Director RSU#2 Board, Cumston Library Trustee, Cumston Hall Trustee, Trustee of Monmouth Sanitary District.

Article 3. Shall the Town raise and appropriate \$75,000.00 to be used for maintaining the Monmouth Middle School and Henry L. Cottrell School?

Selectmen Recommend Yes

Article 4. Shall the Town vote to appropriate \$10,000.00 from the Fund Balance to fund the Senior Citizen Property Tax Assistance Program which provides refunds up to \$500.00 to those who are 65 years of age and have been a resident of the Town for 10 years?

Selectmen Recommend Yes

Article 5. Shall the Town (1) approve a capital acquisition project consisting of the replacement of the culvert at Wilson Pond Road, including transaction costs and other expenses reasonably related thereto; (2) appropriate the sum of \$345,000 to fund the project; (3) authorize the Town Treasurer and the Chair of the Select Board to issue general obligation securities of the Town for a term not to exceed ten years (including temporary notes in anticipation of the sale thereof) in an aggregate principal amount not to exceed \$345,000 to fund the appropriation; and (4) delegate to the Treasurer and the Chair the authority and discretion to fix the dates, maturities, interest rates, denominations, calls for redemption (with or without premium), form, and other details of said securities, including authority to execute and deliver the securities on behalf of the Town?

FINANCIAL STATEMENT

Total Town Indebtedness:

A.	Outstanding balance of bonds previously issued:	\$1,460,531
B.	Bonds authorized and unissued:	\$ -0-
C.	Anticipated amount of bonds to be issued:	<u>\$ 345,000</u>
	Total:	\$1,805,531

Costs: At an estimated net interest rate of 2.82% for a ten (10) year maturity, the estimated cost of this bond issue will be:

Total Principal	\$345,000
Interest:	<u>\$ 56,384</u>
Total Debt Service:	
\$401,384	

Validity: The validity of the bonds and the voter's ratification of the bonds may not be affected by any errors in the above estimates, the ratification by the voters is nonetheless conclusive and the validity of the bonds is not affected by reason of the variance.

Selectmen Recommend Yes

Article 6. Shall the Town authorize The Board of Selectmen to expend \$45,000.00 from TIF funds for the purpose of paving the Central Fire Station parking lot?

Selectmen Recommend Yes

Article 7. Shall the Town vote to amend the Site Development Ordinance to add a section specific to commercial solar development projects and to make related changes to other ordinance provisions, e.g., definitions and lot coverage?

Selectmen Recommend Yes

Article 8. Shall the Town raise and appropriate \$1,031,164.58 from General Taxation for General Administration?

Selectmen Recommend Yes

Expense Items

Administration	\$ 292,295.87
Assessing	\$ 36,896.00
Elected Officials	\$ 15,039.00
Emp. Benefits	\$ 398,431.47
General Assistance	\$ 9,815.00
Risk Management	\$ 124,500.00
Town Clerk/Town Mtg	\$ 14,300.00
Treasurer	\$ 32,900.00

Unclassified	\$ 6,250.00
Boards/Committees	\$ 17,682.25
Code Enforcement	\$ 65,374.99
Town Office	\$ 17,680.00

Article 9. Shall the Town raise and appropriate \$ 71,980.00 from General Taxation for Public Utilities Accounts?

Selectmen Recommend Yes

Expense Items:

Street Lights	\$15,000.00
Hydrant Rental	\$56,980.00

Article 10. Shall the Town appropriate \$ 200.00 from the Cumston Prize Fund and raise and appropriate from the General Taxation the sum of \$ 23,297.10 for a total of \$ 23,497.10 for the below listed Special Projects?

Selectmen Recommend Yes

Expense Items :

Cemetery Care	\$ 10,000.00
Cumston Prize	\$ 200.00
KVCAP Transportation	\$ 500.00

Family Violence	\$ 1,000.00
Memorial Day Serv	\$ 700.00
Senior Spectrum	\$ 2,102.10
Food Bank	\$ 150.00
RCAM	\$ 5,500.00
American Red Cross	\$ 500.00
Crisis/Counseling Cent	\$ 1,000.00
Comm. Hlth & Counsel	\$ 245.00
Tri County Mental Heal	\$ 250.00
MPBN	\$ 100.00
Maine General Hospice	\$ 500.00
Kennebec Behavioral Hlt	\$ 250.00
Lifeflight	\$ 500.00

Article 11. Shall the Town raise and appropriate from General Taxation \$ 38,947.40 for The Capital Improvement Program for the following accounts?

Selectmen Recommend Yes

Cumston Hall Repairs	\$ 30,000.00
Fire Equipment	\$ 4,285.00 (1)
Voting Booths	\$ 4,662.40

(1) Generator Reserve

Article 12. Shall the Town raise and appropriate \$ 49,234.00 from General Taxation for Ambulance Rescue Services?

Selectmen Recommend Yes

Article 13. Shall the Town raise and appropriate the sum of \$ 373,200.00 from General Taxation for Law Enforcement/ Police Protection?

Selectmen Recommend Yes

Expense Items:

Police Department: \$ 363,276.00

Animal Control: \$ 9,924.00

Article 14. Shall the Town raise and appropriate \$ 132,860.00 from General Taxation for Fire Protection?

Selectmen Recommend Yes

Article 15. Shall the Town raise and appropriate \$ 61,368.88 from General Taxation for Public Safety Dispatching Services?

Selectmen Recommend Yes

Article 16. Shall the Town raise and appropriate \$ 60,000.00 from General Taxation for Cumston Hall operating Expenses?

Selectmen Recommend Yes

Article 17. Shall the Town raise and appropriate \$ 81,008.00 from the General Taxation for the Cumston Public Library?

Selectmen Recommend Yes

Article 18. Shall the Town raise and appropriate \$ 97,410.28 from General Taxation for Parks and Recreation Programs?

Selectmen Recommend Yes

Article 19. Shall the Town raise and appropriate \$994,437.50 from General Taxation for Public Works Accounts?

Selectmen Recommend Yes

Expense Items

Highway	\$ 653,037.50
Transfer Station	\$ 341,400.00

Article 20. Shall the Town raise and appropriate \$ 77,865.44 from General Taxation for Building Maintenance purposes?

Selectmen Recommend Yes

Article 21. Shall the Town raise and appropriate \$ 270,152.29 from General Taxation for Debt Retirement and Debt Service?

Selectmen Recommend Yes

Expense Items:

Debt Retirement	\$ 194,135.87
Debt Service	\$ 76,016.42

Article 22. Shall the Town appropriate monies from snowmobile registration fees reimbursed to the Town by the Treasurer, State of Maine (\$6.00 per registration), for the purpose of grooming and maintaining snowmobile trails solely within the municipal limits of the Town of Monmouth?

Selectmen Recommend Yes

Article 23. Shall the Town authorize the Board of Selectmen to receive taxes from Tax Club members after the payment due date without interest?

Selectmen Recommend Yes

Article 24. Shall the Town authorize the Board of Selectmen to appropriate an estimated amount of \$ 344,514.35 from Municipal Revenue Sharing and \$ 1,210,865.00 of 2020 non-property tax revenue which includes \$ 75,000.00 of unappropriated surplus to reduce the tax commitment?

Selectmen Recommend Yes

Article 25. Shall the Town vote to require one-half of the taxes for the 2020-2021 fiscal year due and payable on October 15, 2020 and one-half of the taxes for the 2020-2021 fiscal year due April 15, 2021 and to see if the Town will vote to require the maximum rate per annum of interest set by the Treasurer of the State of Maine (7.00%) be charged on October 16, 2020 and April 16, 2021 on all unpaid taxes? In addition, shall the Board of Selectmen be authorized to postpone the due date of taxes and waive interest when the Governor declares a State of Emergency?

Selectmen Recommend Yes

Article 26. Shall the Town authorize the Board of Selectmen to sell and dispose of any real estate acquired by the Town for non-payment of taxes thereon, on such terms as the Board of Selectmen deem advisable, and execute a quit Claim Deed for such property; said sale(s) shall be conducted by sealed bid, after public notice, including the Community Advertiser, except for repurchase by original owner or taxpayer of said property, except that the Select Board shall use the special sale process required by 36 M.R.S.A. §943-C for qualifying homestead property if it chooses to sell it to anyone other than the former owner(s)?

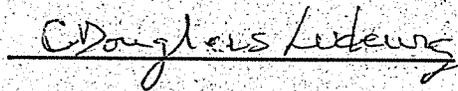
Selectmen Recommend Yes

Article 27. Shall the Town authorize the Board of Selectmen to make municipal expenditures based on the latest approved municipal budget, if the proposed budget in whole or part fails to pass, until a proposed municipal budget, in whole or in part is approved?

Selectmen Recommend Yes

Given under our hands at Monmouth, Maine this 15th day of April,
2020.

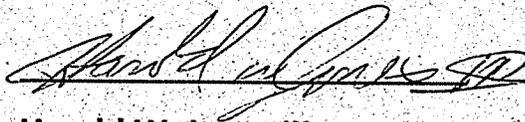
**TOWN OF MONMOUTH
BOARD OF SELECTMEN**



C. Douglas Ludewig, Chair



Timothy A. McDonald



Harold W. Jones III



Dianna J. Boisvert

To: Board of Selectmen/Assessors

From: Donna Hays, CMA
Assessors Agent

Date: June 2, 2020

Re: Open Space Penalty

A supplemental bill for an Open Space Penalty should be assessed to Joseph L. Harrington Heirs for the removal of Map 35 Lot 19 from the program. The owners have sold this parcel and wanted to pay the penalty at the time of closing. I have attached the necessary paperwork for your signatures and if you have any questions, please let me know.

TOWN OF MONMOUTH MAINE

SUPPLEMENTAL TAX WARRANT

2019-2

State of Maine
Kennebec, ss.

OPEN SPACE PENALTY

To Linda C. Cohen, Tax Collector of the Municipality of Monmouth, within said County of Kennebec

GREETINGS: the assessments of estates of the persons hereinafter named (**Joseph L. Harrington Heirs**). You are hereby directed to levy and collect of each of the several persons named in said lists his/her respective proportion, therein set down, of the sum of **Five Thousand One Hundred Eighty Dollars Only (\$5,180.00)**.

it being the amount of said list; and all powers of the previous warrant for the collection of taxes issued by us to you and dated August 28, 2019 are extended thereto; and we do hereby certify that the list of assessments of estates of persons named in said list is a supplemental assessment laid: by virtue of Title 36 M.R.S.A., section 713, as amended, and that the estates and assessments thereon as set forth in said list were invalid or void or were omitted from the original list committed unto you under our warrant dated August 28, 2019.

Given under our hands this 17th day of June, 2020.

Dianna Boisvert

Board of Assessors/Selectmen

C. Douglas Ludewig, Chair

Timothy A. McDonald, Vice Chair

Harold Jones

Map and Lot: 35/19

Taxpayer: Joseph L. Harrington Heirs
 c/o James Harrington
 8918 Dolphin Street
 Portage MI 49024

CURRENT OWNER HARRINGTON JOSEPH L HEIRS OF C/O JAMES HARRINGTON 8918 DOLPHIN STREET PORTAGE, MI 49024 Additional Owners:		TOPO. 1 Level 4 Rolling 7 Swampy	UTILITIES 1 Paved 3 Rural 7 Waterfront	STRT./ROAD 1 Paved 3 Rural 7 Waterfront	LOCATION RES LAND	CURRENT ASSESSMENT Code 1300 Appraised Value 129,600 Assessed Value 103,700	3514 MONMOUTH, ME	VISION
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RECORD OF OWNERSHIP HARRINGTON JOSEPH L HEIRS OF	BK-VOL/PAGE 2248/104	SALE DATE 01/11/2018	SALE PRICE 0	V.C. 0 1N	ASSOC PID# 011 083 000	Other ID: Sub-Div 9.5 Photo Ward Prec.	Supplemental Data	PREVIOUS ASSESSMENTS (HISTORY)																								
								<table border="1"> <tr> <th>Yr.</th> <th>Code</th> <th>Assessed Value</th> <th>Yr.</th> <th>Code</th> <th>Assessed Value</th> </tr> <tr> <td>2018</td> <td>1300</td> <td>36,500</td> <td>2017</td> <td>6100</td> <td>2,100</td> </tr> <tr> <td></td> <td></td> <td></td> <td>2017</td> <td>6200</td> <td>1,200</td> </tr> <tr> <td>Total:</td> <td></td> <td>36,500</td> <td>Total:</td> <td></td> <td>3,400</td> </tr> </table>	Yr.	Code	Assessed Value	Yr.	Code	Assessed Value	2018	1300	36,500	2017	6100	2,100				2017	6200	1,200	Total:		36,500	Total:		3,400
Yr.	Code	Assessed Value	Yr.	Code	Assessed Value																											
2018	1300	36,500	2017	6100	2,100																											
			2017	6200	1,200																											
Total:		36,500	Total:		3,400																											

EXEMPTIONS	OTHER ASSESSMENTS
Year Type Description Amount Code	Number Amount Comm. Int.

ASSESSING NEIGHBORHOOD	NOTES
NBHD/SUB 0001/A	9/21/2016 FMP IN PROGRESS - FORESTER HIR ED 2017 WILL CHG TO OS FOR 2018 SIZE OF LOT POSSIBLY LESS THAN 10 ACRES
	Appraised Bldg. Value (Card) 0 Appraised XF (B) Value (Bldg) 0 Appraised OB (L) Value (Bldg) 0 Appraised Land Value (Bldg) 129,600 Special Land Value 129,600 Total Appraised Parcel Value C Valuation Method: 0 Exemptions 0 Adjustment: 0

BUILDING PERMIT RECORD	VISIT/CHANGE HISTORY
Permit ID Issue Date Type Description Amount Insp. Date % Comp. Date Comp. Comments	Date Type IS ID Cd. Purpose/Result
	06/28/2017 NP 15 Field Review 02/20/2007 MO 15 Field Review 06/02/2006 SF 99 Vacant Land 04/13/1993 PC 43 Change Reinspection Req.
Net Total Appraised Parcel Value	Net Total Appraised Parcel Value
	129,600

LAND LINE VALUATION SECTION										
B #	Use Code	Use Description	Zone	D	Front	Depth	Units	Unit Price	Acres	ST. Idx
1	1300	RES ACLNDV MDL-00	1.00	AC			1.0000	161,200.00	0.75	50
1	1300	RES ACLNDV MDL-00	9.20	AC			1.0000	2,000.00	0.50	50
Total Card Land Units: 10.20 AC Parcel Total Land Area: 10.2 AC										