WESTBROOK CITY COUNCIL
REGULAR CITY COUNCIL MEETING AGENDA
MONDAY FEBRUARY 3, 2020 AT 7:00 PM
WESTBROOK HIGH SCHOOL ROOM 114

I. ROLL CALL

II. SALUTE THE FLAG

III. APPROVAL OF MINUTES

IV. MAYOR'S MESSAGE

Employee of the Quarter for 4th Quarter 2019 – Cody Johnson, Equipment Operator I

V. STUDENT REPRESENTATIVE UPDATE

VI. PUBLIC COMMENT

VII. UNFINISHED BUSINESS

VIII. ORDERS OF THE DAY (SECOND AND FINAL READING)

Order 2020-15	Authorizing Agreement for Consulting Services for City Forest Master Plan
Order 2020-16	Authorizing Acceptance & Expenditure of TC Energy Foundation Grant
Order 2020-17	Authorizing Acceptance of Westbrook Energy Center Donation
Order 2020-18	Authorizing Expenditure for Emergency Repairs to Fire Engine 1
Order 2020-19	Authorizing Acceptance of 2018 Community Development Block Grant (CDBG) Funds & Award of Bid for Walker Memorial Library Window Project
Order 2020-20	Approving the 2018-2021 Collective Bargaining Agreement with the Public Service Unit
Order 2020-21	Authorizing Acceptance & Expenditure of High Visibility Impaired Driving Enforcement Grant
Order 2020-22	Granting Easement to Portland Water District

IX. NEW BUSINESS

<u>Resolves (One Reading Required)</u>

Resolve 2020-11	Referring Temporary Sign Ordinance Review to Planning Board

<u>Orders (One Reading Required)</u>

Order 2020-23	Approving Write-Off of Uncollectible Personal Property Taxes
Order 2020-24	Authorizing Distribution of Snowmobile Revenues to Westbrook Trail Blazes Snowmobile Club

<u>Orders (Two Readings Required)</u>

Order 2020-25	Authorizing FY 2021 Animal Shelter Contract with the Animal Refuge League of Greater Portland
Order 2020-26	Authorizing Expenditure for Extension of Water Service

X. PUBLIC COMMENT

XI. REFERRALS

XII. COMMITTEE REPORTS

Committee of the Whole
Hours for Construction & Noise Ordinance
Residential Landlord Registration
City Council Rules & Procedures

Facilities & Streets Committee
Austin Street Extension
Reducing Speed Limit on Lincoln Street
Sidewalks & Traffic at Haskell Street
Condition of Westbrook Middle School Baseball Field
Traffic Issues on Forest Street

Finance
Creating a Fire Truck Fund

Public Safety Committee
None

XIII. EXECUTIVE SESSION

XIV. ADJOURNMENT

Westbrook, Maine
MAYOR'S OFFICE

Mayor Michael T. Foley
2 York Street
Westbrook, Maine 04092
Phone: 207-591-8110
Fax: 877-688-9553

To: Honorable City Council
From: Jerre R. Bryant, City Administrator
Date: January 29, 2020
Subject: Position Paper for Regular City Council Meeting of February 3, 2020

Included below are brief summaries of the items presented to City Council for consideration, along with a statement indicating the position of the Administration on each item.

ORDERS OF THE DAY

2020-15 This authorizes a contractual agreement with TJD&A Landscape Architects & Planners, Yarmouth, Maine, to develop a master plan for the city forest, located behind the Fred C. Wescott Building. This area has been approved as a conversion parcel to replace the tennis courts that previously existed at Saccarappa Elementary School and the former Prides Corner Elementary School. Both of these courts were constructed with funding from the Land & Water Conservation Fund (LWCF). Those grants require that new recreational/open space locations be identified for designation and use as replacement recreational sites, subject to approval by the LWCF. The city has worked with the Westbrook Recreation & Conservation Commission on this project and they will be providing the funding for the development of this master plan. The city received eight (8) proposals in response to the RFP and a panel that included commission members, city staff and the director of the Presumpscot Regional Land Trust reviewed the proposals and interviewed two firms. Their selection was based on technical expertise, relevant experience and cost. The review team unanimously selected TJD&A Landscape Architects & Planners and submitted their recommendation to the full Recreation & Conservation Commission, who support this choice and have recommended it to the City Council for approval. A copy of the proposal is enclosed. This authorization is supported by the Administration, received first reading on January 27, 2020 and is in order for Council action.

2020-16 This is the acceptance and expenditure authorization of a $25,000 grant from Trans Canada (TC) Energy for the purchase of replacement hose and fire safety equipment from HSE Fire/Safety Equipment, Lewiston, Maine, as itemized on the enclosed quotation. Westbrook has been able to join with other area communities (Fire Departments) to obtain a group pricing discount for this equipment. This grant

acceptance and expenditure authorization is supported by the Administration, received first reading on January 27, 2020 and is in order for Council action.

2020-17 This is the acceptance of a $20,000 donation from Westbrook Energy Center (Calpine Power Plant) for the purchase of technical rescue, confined space, fire safety equipment and related training. Calpine has worked very closely with the Westbrook Fire & Rescue Department on confined space training and has supported the purchase equipment and training needs for the department. This donation acceptance is supported by the Administration, received first reading on January 27, 2020 and is in order for Council action.

2020-18 This authorizes confirmation of an emergency purchase to repair suspension failure on Engine 1 with McFarland Spring Corporation, Portland, Maine in the amount of $3,288.39 and adds McFarland Spring to the vendor list. This work is funded through the Fire Department's operating budget. This emergency repair and addition to the vendor list is supported by the Administration, received first reading on January 27, 2020 and is in order for Council action.

2020-19 This authorizes the acceptance of a 2018 Community Development Block Grant in the amount of $70,500 and authorizes and award of bid to Bagala Window Works, Westbrook, Maine in the amount of $139,445 for the restoration and repairs of historic windows at Walker Memorial Library and the purchase and installation of sixty (60) storm windows. The $68,945 balance of this project cost is funded through the Window Replacement account and the WML Building Reserve account. This has been a very challenging project given the highly specialized, window restoration work required of this historic structure. The city received only one bid for this work at a price the exceeded available resources. Fortunately this local, Westbrook based contractor was willing to work with the city to revise the scope of the project and lower costs to a manageable level. This was basically accomplished by conducting an inspection of each window to determine its physical condition and the necessary work required for a full restoration. This process identified a reduced level of work and a cooresponding lower project cost. The city has been very satisfied with the previous work done for the city by Bagala Window Works. This much-needed project had been floundering for 1 ½ years when our new Library Director, Rose Bebris, arrived. In less than six months, she has worked effectively and collaboratively with the CDBG Program and the vendor to restart this project, work through a number of challenges and achieve a highly satisfactory outcome, including increased CDBG grant funding for the project. This grant acceptance and award of bid is supported by the Administration, received first reading on January 27, 2020 and is in order for Council action.

2020-20 This is the approval of a 3-year Collective Bargaining Agreement with AFSCME Local 481, Council #93, representing employees in the city's Public Services Department. This agreement covers the period of this agreement is July 1, 2018 through June 30, 2021

and is the final of the five (5) collective bargaining agreements with the city's unionized personnel. This unit covers a total of 27 position in the following job classifications – Equipment Operator, Equipment Technician (Mechanic), Systems Operator (Wastewater) and Groundskeeper. This has been a lengthy negotiation, with the most contentious issues in the categories of Article 7. Hours of Work, Article 12. Discipline, Article 17. Overtime and Call Back, Article 20 Holidays and Appendix A – Pay Scale. This agreement reflects the same economics as the other bargaining units, with 2% wage adjustments in January of each year of the contract. This agreement has been approved by the union membership, is supported by the Administration, received first reading on January 27, 2020 and is in order for Council action.

2020-21 This authorizes the acceptance and expenditure of a $4,800 High Visibility Impaired Driving Enforcement Grant from the Maine Bureau of Highway Safety. These funds will be used to conduct special enforcement details focused on impaired drivers. Authorization of acceptance and expenditure of these grant funds is supported by the Administration, received first reading on January 27, 2020 and is in order for Council action.

2020-22 This authorizes the granting of a utility easement to the Portland Water District to accommodate the construction and maintenance of a public water line extension off Vallee Square. This extension enabled the Frog & Turtle expansion to have sprinkler system fire protection and will enable all the business properties from F&T to Bank of America to be sprinkler protected in the future. The enclosed color highlighted plan shows the area of the easement to be conveyed in orange. The green dashed line represents the water main extension, which was installed this fall, and the blue dashed lines show the existing PWD easement area. The red dashed line is the private sewer connection to the Frog & Turtle restaurant. This easement language was reviewed and approved by the City Solicitor, is supported by the Administration, received first reading on January 27, 2020 and is in order for Council action.

NEW BUSINESS

Resolves

2020-11 This is a request to refer a comprehensive review of existing temporary signage ordinance language to the Planning Board. Current language includes certain types of signs in the definition of temporary signage (such as new business signs, construction signs and real estate signs) but does not define or regulate other types of temporary signage, such as campaign signs. The City Clerk's Office and Department of Planning & Code Enforcement have recommended a comprehensive review of existing language to ensure full legal compliance with State statute. This item is recommended by the Administration and is in order for Council action.

One-Reading Orders

2020-23 This is a recommendation from the Tax Collector for the City Council to authorize the write-off of certain personal property tax (business equipment) accounts that have been deemed uncollectible, either due to the age of the debt, the business having closed or because the cost to continue pursuing collection would surpass the value of the debt itself. The total write-off is $42,456.25 and covers seven tax years, from 2010 through 2016. This action is supported by the Administration and is in order for City Council action.

2020-24 This authorizes the annual distribution of the City's agent fees collected as part of the snowmobile annual registration process to the Westbrook Trail Blazers Snowmobile Club to support their development and maintenance of snowmobile trails throughout the city. The amount for 2019 totals $2,072.06. This distribution of fees is provided for under state statute and has been the practice of the City of Westbrook for more than a decade. The distribution provides financial assistant to the snowmobile club in creating and maintaining trails and bridges throughout the community. This action is supported by the Administration and is in order for City Council action.

Two-Reading Orders

2020-25 This authorizes the renewal of our annual agreement with the Animal Refuge League of Greater Portland, which is located on Landing Road in Westbrook, to provide state mandated shelter services for stray, sick or injured domestic animals. The City's Animal Control Officer works very closely with ARLGP, which provides great support, guidance and services for our dealing with domestic animal issues. They also work closely with the City Clerk's office in providing information and services to the general public. Most area communities contract with ARLGP for these services and we are extra fortunate to have this facility located in Westbrook. There is no increase in the FY 2021 service contract, which totals $22,742.20 for the year and is funded in the Mayor's budget. Renewal of this annual contract is supported by the Administration and is in order for first reading.

2020-26 This authorizes the expenditure of an additional $15,530 to cover the City's 70% share of the cost of extending public water service from Vallee Square to provide services access to multiple business properties along Vallee Square and Main Street. This additional cost relates to increases in material costs and compliance with Portland Water District standards for public water lines. This expenditure on public water infrastructure extension provided access to higher pressure water lines to accommodate an internal fire sprinkler system in the expanded Frog & Turtle Restaurant and leveraged a private investment in this business expansion in excess of $1.2 million. This public infrastructure extension is funded though the Idexx Tax Increment Financing District (TIF). This expenditure approval is supported by the Administration and is in order for first reading.

Westbrook, Maine
MAYOR'S OFFICE

Mayor Michael T. Foley
2 York Street
Westbrook, Maine 04092
Phone: 207-591-8110
Fax: 877-688-9553

Cody Johnson Named City of Westbrook Employee of the Quarter for 2019!

Westbrook, ME – January 22, 2020: Mayor Michael Foley and City Administrator Jerre R. Bryant are pleased to announce that Cody Johnson has been selected as the recipient of the City of Westbrook's Employee of the 4th Quarter Award for 2019!

The award is presented to an employee who consistently demonstrates exceptional knowledge, customer service, a positive attitude and who has given more to the community than expected in their day-to-day job. Employees are nominated by their peers and supervisors and selected by an established committee.

Cody Johnson was hired as an Equipment Operator I by the Westbrook Public Services Department in February 2013. Since that time, he has proven to be an asset to the department and has thus been promoted to an Equipment Operator II. Cody came to us with a vast knowledge of the equipment used in the public works trade, climbing experience from the Midwest and logging skills gathered in southern Maine. Already having some of the skills needed to be an Arborist, Cody knew that he wanted to expand his career at Public Services. By using the skills he already possessed, as well as studying on his own time, he obtained his First-Class Landscape Arborist License for the State of Maine in August of 2015. One of 5 Licensed Arborists for the City of Westbrook, Cody takes pride in the work he performs and has proven to be a key part of the group.

In October, a large portion of Maine, including the City of Westbrook, experienced a damaging windstorm that brought down trees and power lines. Half of the city was without power and many streets were littered or blocked by the debris. Cody was part of the first crew called in during the storm to help clear roads for emergency first responders and residents. The winds howled relentlessly throughout the night and the sounds of cracking limbs were all around the crew as they responded to each call. That night, Cody was responsible for operating our wheeled excavator that is modified to address such issues. The grapple modification was instrumental in clearing the large limbs and trees taken down by the storm. Luckily as an Arborist, Cody understands the dangers associated with removing such storm-damaged trees from the roadway. In fact, safety of his crew is always on Cody's mind when approaching every job, whether it's cleaning up storm debris or removing a large tree. His previous experience as a logger has taught us new techniques when rigging trees to increase efficiency, while maintaining safety of our employees and equipment. Since Cody joined our department, he has been able to improve our operations with his proficient use of our heavy equipment. He can use the equipment in ways we never knew were possible. Cody is also usually the sole operator of our road grader which you will see during the winter months plowing and removing snow from our city's streets. It takes a great amount of skill to operate these large pieces of equipment and Cody always does so safely and respectfully. Whether its operating heavy equipment, removing large trees or grinding and paving our city streets, Cody takes a lot of pride in what he does. He has been, and continues to be, a huge asset to our department and has earned the respect of the co-workers he works with and oversees.

Cody, we appreciate your dedication to the City, it's employees, and citizens. It is an honor to be nominated by your peers and to be recognized for the great work you do. **Congratulations!**

Sincerely,

Michael T. Foley, Mayor

CITY OF WESTBROOK, MAINE

IN CITY COUNCIL

Date: January 27, 2020

Order: 2020-15

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES FOR CITY FOREST MASTER PLAN

That the Westbrook City Council hereby authorizes the Mayor or his designee to enter into an agreement with TJD&A Landscape Architects & Planners of Yarmouth, ME, for consulting services related to the design of the City Forest Master Plan, as recommended by the Recreation and Conservation Commission, in the total amount of $21,485.

Funds available as follows:

28001820-59000-02802 (Fitzgerald Woods) - $7,250
28001820-59000-02812 (Essex Street) - $5,340
28001820-59000-02825 (Cumberland Heights) - $4,201
28001820-59000-02822 (Falmouth Street) - $1,638
28001820-59000-02806 (Wilson Drive) - $3,056

First Reading: January 27, 2020 Second and Final Reading: February 3, 2020

Attest:

City Clerk Mayor

CITY OF WESTBROOK, MAINE

2 York Street, Westbrook, ME 04092

REQUEST FOR COUNCIL ACTION

*Requests are due to the City Clerk two Fridays prior to a Council meeting. If expenditure/acceptance of funds is involved, Finance Department approval is required **prior** to submission.*

PROPOSED TITLE: **City Forest Master Plan - Authorization for Consulting Services - TJD&A**

REQUESTED BY: Rebecca Spitella

DATE: 01/13/2020

SUMMARY:

Consulting Service Contract for Design of City Forest Master Plan as requested by the Recreation and Conservation Commission:
TJD&A Landscape Architects & Planners (including subcontractors as per their proposal)

See Attached Memo

Budget Lines Affected:

28001820-59000-02802 - Fitzgerald Woods	$7,250.00
28001820-59000-02812 - Essex Street	$5,340.00
28001820-59000-02825 - Cumberland Heights	$4,201.00
28001820-59000-02822 - Falmouth Street	$1,638.00
28001820-59000-02806 - Wilson Dr	$3,056.00

BUDGET LINES AFFECTED (IF APPLICABLE):

See Above

Westbrook, Maine
PLANNING & CODE ENFORCEMENT

Planning & Code Enforcement
2 York Street
Westbrook, Maine 04092
Phone: 207-854-0638
Fax: 866-559-0642

MEMO

DATE: December 20, 2019

TO: Mayor, City Council
FROM: Jennie Franceschi, City Planner & Rebecca Spitella, Asst. Planner
CC: City Administrator, City Clerk

RE: Authorization for Professional Design Services with TJD&A Landscape Architects and appropriation of Open Space Funding for the Master Plan of City Forest

Attached: Proposal for Westbrook City Forest Master Plan dated November 15, 2019

Background

The City of Westbrook owns two large parcels of undeveloped land located behind the Westbrook Community Center, Tax Map/Lots 011-000-005B and 010-000-029. The City is in the process of a 6(f) Conversion Proposal through the Land and Water Conservation Fund (LWCF) to remove federal 6(f) land designation on two previous school tennis courts (Prides Corner School and Saccarappa School) and transferring the 6(f) status onto one of the forested City owned parcels, Tax Map 010 Lot 029. This process is mandatory and is a requirement to address to bring the City in compliance with the federal grant agency.

As part of the LWCF conversion process, a conceptual, master plan for a multi-use trail system and associated amenities is required to demonstrate equivalent value in transferring public recreational opportunities between the existing (old tennis court locations) and proposed 6(f) designated lands.

The City issued an RFP on October 22, 2019 seeking a team of professionals to develop a master plan that meets the LWCF standards and provides a connection between the two City owned parcels to create one network of trails.

The desired goals of this project are to:

1) Create a trail system for the community inclusive of varying ages and ability. Trail design shall allow for low impact uses such as cross-country skiing, hiking, mountain biking, trail running, snowshoeing and/or sledding. No ATV access shall be permitted.
2) Protect and preserve existing biodiversity through land conservation
3) Incorporate a mix of elements complimentary to trail systems (conservation efforts, outdoor education, wayfinding, parking, etc.)
4) Work in collaboration with the Westbrook Recreation and Conservation Commission and other affected stakeholders such as Congin School, the snowmobile club and the Community Center.

The City received eight proposals in response to the RFP and interviewed two firms. The RFP selection team comprised of members from the Planning Department, Public Services, Community Services, the Recreation and Conservation Commission and the Presumpscot Regional Land Trust.

The selection team unanimously recommended the project team led by *TJD&A Landscape Architects & Planners* and including civil engineers from *Sevee & Maher Engineers* and a trail construction specialist from *OBP Trailworks* to perform the services requested in the RFP. This project team brings specific knowledge of the LWCF standards and requirements, having recently supported another municipality through the land conversion process. Additionally, the expertise in trail design provided by OBP Trailworks will take construction efforts into consideration in the development of a master plan which will result in reliable cost estimates for future budgeting and implementation.

A budget for the City Forest Master Plan project was submitted as part of the RFP. The base price proposed for the project is $19,985 with an itemized breakdown found on page 14 of the attached proposal. In addition to base services, the selection team is recommending the interactive website, $1,500, be included with the proposal to serve as a public outreach tool for the design is in its development stages. Total requested project funding is $21,485.

If approved, the project team will commence work mid-March 2020 with final deliverables provided to the City in September 2020. The materials provided by the consultants will be used as the final component to complete the LWCF conversion and satisfy Federal requirements.

This proposal was reviewed by the Recreation and Conservation Commission during their December 19th meeting. The Commission supported the selection committee's recommendation and voted in 7-0 in favor of funding the project up to $21,485 from open space funds.

Request

The Recreation and Conservation Commission is recommending the City Council authorize the City to enter in to an agreement with TJD&A Landscape Architects and Planners for professional design services based upon their November 15, 2019 proposal for a Master Plan for City Forest at a not to exceed price of $21,485 and authorize the appropriation of open space funds up to $21,485 from the stated accounts below.

Budget Lines Affected:

28001820-59000-02802 – Fitzgerald Woods	$7,250.00
28001820-59000-02812 – Essex Street	$5,340.00
28001820-59000-02824 – Cumberland Heights	$4,201.00
28001820-59000-02822 – Falmouth Street	$1,638.00
28001820-59000-02806 – Wilson Dr	$3,056.00

Proposal for

Westbrook City Forest Master Plan

Submitted By

TJD&A Landscape Architects & Planners
OBP Trailworks
Sevee & Maher Engineers

November 15, 2019

tjd&a | Landscape Architects & Planners

November 15, 2019

Ashley Rand
Westbrook City Hall
2 York Street
Westbrook, Maine 04092

Dear Ms. Rand and the RFP Selection Team,

We are pleased to submit our proposal for the Westbrook City Forest Master Plan. Our interdisciplinary team is made up of landscape architects from TJD&A, civil engineers from Sevee & Maher Engineers and a trail construction specialist from OBP Trailworks. Our balance of expertise will ensure an efficient, creative, and professional master planning process with the end result being a well thought-out passive recreational facility that will be a beneficial resource for the Westbrook community.

Please see the Introduction to this proposal for a description of what sets our team apart – primarily our working knowledge around trail construction, our recent experience in working with trail connectivity and design in Westbrook, and our understanding of the LWCF conversion process. Also included with this proposal is a description of our scope of work, samples of our work from similar projects, firm profiles, staff resumes, a pricing table, and our billing rate sheets.

We are passionate about land conservation, trail development, and community engagement; and are looking forward to meeting you to further discuss the project. Thank you for the opportunity to submit this proposal.

Sincerely,

David Truesdell
Maine Licensed Landscape Architect
TJD&A Landscape Architect and Planners
207.846.0757
Truesdell@tjda.net

David Truesdell
TJD&A Landscape Architects & Planners
121 West Main Street
Yarmouth, ME 04096
207.846.0757

Jedediah Talbot
Owner, OBP Trailworks, LLC
110 Poplar Hill Road
Turner, ME 04282
207.312.1340

Jeffrey Read
Sevee & Maher Engineers, Inc.
4 Blanchard Road, P.O. Box 85A
Cumberland, ME 04021
207.829.5016

INTRODUCTION

Our team is uniquely positioned to lead this project because we have an expert in accessible trail construction involved in the design team, we have a sound understanding of the Westbrook trail system based on our current work as the trails and connectivity consultant for the Rock Row development project, and we have recent experience in assisting the City of Lewiston with the LWCF conversion process.

Trail Construction Expertise

Jedediah Talbot of OBP Trailworks has over twenty years of trail design/build experience. Jed will seek to meld stakeholder needs with the vision of TJD&A into tangible trail alignments that provide an inclusive and positive experience for the users of Westbrook City Forest. Including a trail construction expert at this stage of the planning process will ensure all planning work will be suitable for construction. Jed's input may reduce the need for construction drawings at a later date and may reduce the total project cost and planning effort. The value of his expertise was evident in our work at Pleasant Hill Preserve for the Scarborough Land Trust. Jed worked with TJD&A to develop a master trails plan for the 135-acre property, and was able to construct the trail system based only on the master planning work.

In addition to constructing trails, Jed also trains others to participate in trail construction. He may train volunteers, land trust members, and other interested participants in constructing the trails at Westbrook City Forest. This opportunity for community involvement will enhance the commitment and investment by the local community and aid in reducing overall project costs.

Local Trails and Connectivity Experience

TJD&A is currently serving as the trails and connectivity consultant for the Rock Row development project. David Truesdell is in the process of looking at a larger trail connectivity in Westbrook with Rock Row at the heart of the network. He has collaborated with Jamie Parker at Portland Trails to ensure the new Westbrook trails connect with an existing network of regional trails. Examples include providing a strong connection between Rock Row and the Westbrook school system, connections with Jewell Falls and downtown Westbrook, and connections to the Forest Street neighborhood. In addition to examining the larger network, he is looking at various trail design strategies to facilitate permitting and construction of the trails. Site conditions include a rail-with-trail corridor, trails set in urban contexts through Westbrook, and natural forested trails similar to what will likely be proposed at the City Forest.

LWCF Experience

TJD&A recently worked with the City of Lewiston to upgrade recreational facilities as part of LWCF funding. The displacement of the track and field at Lewiston High School required the recreational facility be replaced in a separate location. TJD&A developed plans for new parks, trails, and athletic facilities to better serve the City's population. We worked with the City and various state agencies to bring back what were two otherwise underutilized parcels of land into publicly accessible trail systems. Our work required the development of a specific plan for the LWCF conversion, similar to what will be required for the City Forest. We understand the LWCF conversion process and have direct experience in working with Doug Beck throughout that process.

TEAM

Our team will be led by **TJD&A**, with assistance from civil engineers from **Sevee & Maher Engineers**, and Jed Talbot, a trail construction specialist from **OBP Trailworks**. As a team, we have a history of working together on similar project types. TJD&A and OPB Trailworks recently completed a trails master plan for the Pleasant Hill Preserve for the Scarborough Land Trust. TJD&A and Sevee & Maher Engineers are currently working together on Wilson Lake public park and trail design in Wilton, Maine. Past projects have also included Windham Community Park, Portland Country Club site improvements and Cumberland Public Works landscape improvements.

TJD&A Landscape Architects & Planners is a leading landscape architectural and planning firm based in Yarmouth, Maine. As a diverse group of design professionals, we specialize in both large-scale planning projects and detailed site design. Our staff of nine is composed of professionals having backgrounds in landscape architecture, community planning, public engagement, GIS analysis, visual resource assessment, 3D modeling, graphic design, and land-use permitting. In addition to maintaining an interdisciplinary approach within the office, we collaborate with professional teams from a variety of disciplines to solve complex challenges. Throughout our work, we emphasize the importance of graphic communication and representation. We work with the most current computer software to ensure our mapping and graphic work is accurate, effective, and visually impressive. We believe the most appropriate design solutions come from thoughtful engagement with our clients. In our work with municipalities and organizations, we search for innovative ways to facilitate public outreach. *Jessica Kimball and David Truesdell will be the key personnel on the project*.

OBP Trailworks is a trail design and construction company with an emphasis on conservation-based education located in Turner, Maine. Since 2004, OBP has served as the prime contractor on over 60 trail and conservation projects. Company founder and owner Jedediah Talbot has facilitated nearly 100 trail skills workshops for federal and municipal agencies, conservation organizations, youth corps, non-profits, and volunteer groups from coast to coast. OBP Trailworks, LLC is a member of the Professional TrailBuilders Association, a Certified Logging Professional and is certified in Erosion Control Practices with the Maine Department of Conservation. *Jedediah Talbot will be the key personnel on the project*.

Sevee & Maher Engineers, Inc. (SME) is a multi-disciplinary consulting firm based in Cumberland, Maine that specializes in environmental and civil engineering services. For over 30 years, SME has provided practical technical solutions for projects of all sizes and complexity. SME is an accomplished team of experienced and driven professionals. They combine strong technical expertise and proven engineering concepts with innovative technologies to deliver quality solutions. -Their core philosophy is to bring value to every project by delivering high-quality, timely services at competitive rates. SME has earned a reputation as a skilled and responsive firm that builds trusted long-term relationships with clients, regulatory agencies, and other project stakeholders. SME is known for practical, innovative solutions that are based on common sense and real-world experience. *Jeffrey Read will be the key personnel on the project.*

PROJECT UNDERSTANDING

We understand the City of Westbrook is seeking a master plan for the two parcels that make up the Westbrook City Forest. A portion of this land will be replacing a displaced recreational resource in town through the LWCF conversion process. We see our role in this planning work as guiding the community and stakeholders in realizing a vision for the land. We hope this vision will serve to enhance the ecological conditions of the City Forest as well as offer a variety of passive recreation, outdoor educational amenities, and a comprehensive and diverse trail network. We recognize the City Forest sits within a larger network of trails and community amenities. As we develop a plan for the properties, we will consider the landscape at a variety of scales: the community, the overall site, an individually built or natural elements in the landscape.

Below is a list of elements we anticipate considering in the development of the City Forest Master Plan:

- Accessible trails (particularly in the southern parcel related to the LWCF conversion).
- Non-motorized multi-use trails with shared summer and winter uses occupying the same trails.
- Specific single use trails designed for a specific recreational experience (such as the mountain biking infrastructure).
- Loop trails and corridor trails (primarily connecting to the larger snowmobile network).
- Outdoor recreational opportunities such as sledding, ferry house construction, outdoor play spaces, or picnic areas.
- Outdoor educational spaces such as outdoor classrooms, native species labeling, or identified ecological points of interest.
- Signage amenities such as wayfinding signage, informational kiosks, and educational signage.
- Ecological restoration and enhancement efforts.
- Wilderness conservation or maintaining some portions of the landscape untouched by recreation to allow wildlife and plant communities to remain undisturbed.
- Parking, seating, and other basic site amenities to ensure the forest is accessible to community members.
- The development of gateways to the City Forest.
- Connectivity links between the two City Forest parcels and to the greater community as a whole.

We anticipate a number of other ideas coming forward through our work with City Staff, the Recreation and Conservation Commission, and community stakeholders. The following section describes our approach to the planning process that will lead to a comprehensive master plan for the City Forest.

SCOPE OF WORK

The following outlines the general steps of our approach to developing the City Forest Master Plan. Throughout the scope of work, we will maintain an emphasis on creativity and efficiency while keeping input from the community at the forefront of our design intentions.

INVENTORY + ANALYSIS

Desktop Data Collection

Our team will digitally assemble existing data and develop a comprehensive desktop inventory of known site features. This will allow us to identify and evaluate elements in the landscape at various scales, identify important relationships between features, and visually represent the landscape in a way that will provide our team, the City, and stakeholders with a comprehensive understanding of the existing landscape conditions. Digital data sources include the Maine Office of GIS, the City of Westbrook, *Beginning with Habitat*, and USDA Natural Resources Conservation Service (NRCS). The following is a list of inventory features we will collect:

- Existing boundary surveys.
- Property deed with legal descriptions, including easements, rights-of-way, etc.
- Environmental assessment data collected for the LWCF process to date.
- Existing trail maps (Westbrook Trail Blazes Snowmobile Club or other organizations)
- NRCS soil data.
- *Beginning with Habitat* mapping.
- Deer wintering areas.
- Municipal zoning.
- National Wetland Inventory (national database).
- Road networks.
- Utility data (water lines, transmission corridors, etc.).

We recommend holding off on survey quality data collection until it is necessary to survey the land for permitting or construction. Landscape features change overtime, and it is best to collect high quality data later in the design process. If it is determined that additional survey data is needed, we have several relationships with professional surveyors that would make data collection by the team a seamless process.

Site Investigation

Once we have collected and mapped the base data, we will visit the property and the surrounding area to enhance our understanding of existing conditions and site context. We will look at how the property currently functions, how it relates to the surroundings, existing trails, points of interest, natural features, physical boundaries, and opportunities for future access and connection. We will also evaluate the area from adjacent properties to develop an understanding of the site's larger context in the community.

- **Site Visit**. Putting boots on the ground as a first step will allow us to see things that may not be evident in our desktop inventory. We have provided up to three days of site investigations by both the landscape architect and our trail expert.

- **GPS Track of Existing Trails.** We will digitally record all existing trails using a GPS device. This will provide us with real data of existing trail locations, which will guide the early stages of our planning and design work. It will also provide the City with a digital dataset of existing trails to add to the City's website.

- **Drone Flight (Optional).** If determined necessary or desirable, our site investigation may also include a drone flight to collect aerial imagery or surface data -which would enhance our understanding of the property. The data collected in a drone flight will take our inventory a step further than existing data. It may also assist in providing the City and the public with a more comprehensive understanding of the existing landscape.

Landscape Analysis

We will examine all inventory features to identify opportunities and constraints in the landscape. Some areas of the property may be highly sensitive and best left untouched while other areas may be heavily disturbed or have existing trails that may make them ideal for recreation development. This landscape analysis will guide the concept design and support the decision-making process moving forward.

Inventory and Analysis Representation

We will develop a series of maps and diagrams that will visually represent the existing landscape conditions. These maps will include basic inventory features and the landscape analysis work that will identify both the opportunities and constraints within the landscape. These maps will be available to the City, stakeholders, and members of the public throughout the process. The graphic formats will be available in both print (pdf) format and geospatial format that can be viewed in Google Earth or the City's GIS website.

MEETINGS + PROJECT COORDINATION

City Staff

We anticipate City Staff will assist in the facilitation and management of the planning process. We will be available to meet regularly with the City Staff in order to ensure the project is moving forward and attending to issues that come up during the process. While we have planned for three scheduled meetings with City Staff, we anticipate ongoing project coordination and feedback with Staff by phone and email.

We will begin the project with an **initial kick-off meeting** with City Staff. This will provide us with an opportunity to ask questions, learn about the site, and listen to Staff's initial thoughts on the property. We will also establish the organizational structure as the project moves forward. We will use this meeting to set a schedule, tasks, and deadlines. We will discuss additional data collection and review the overall process to ensure the project is completed with efficiency and success. At this point, the City should establish a person to coordinate with our team throughout the process.

The remaining two meetings will occur as needed throughout the process. We anticipate meetings may be needed to review preliminary concept developments, to plan the Public Information Session, or to discuss details of the LWCF process. The timing and coordination of these meetings can be established at the initial kick-off meeting or evolve throughout the process.

Recreation and Conservation Commission

-Our team will meet with the Recreation and Conservation Commission (or City Forest Master Plan Subcommittee) throughout the process. We see this group of individuals as the guiding force behind this trails master planning process. We will seek advice and feedback throughout the planning process and ensure we keep the Commission updated on the evolution of the process and design work. We anticipate three primary meetings with the Commission to guide the process:

- **Initial Planning Meeting**. We will present the inventory and analysis data collected for the site. In addition to presenting our initial findings, we will ask about the history of the parcels, current trail uses, relationships with abutters, thoughts about passive recreation and education programming, and a host of other topics. In asking the right questions, we will gain further insight that will guide the planning of the property.

- **Interim Review**. Our team will present Initial Concept Designs to the Commission. This may be a series of sketches or options showing a variety of trail routes, educational opportunities, and other passive recreation activities. In presenting a number of options and approaches to site design, the Commission will play an integral part in determining the final outcome of the master plan. This will be an iterative process, that will succeed by responding appropriately to the feedback we receive.

- **Final Review and Approval**. We will present a Draft Master Plan to the Commission. This will be a second opportunity for targeted feedback prior to the final master plan development. We will demonstrate how the design progressed from initial concepts to a singular plan for the properties. The critiques received from the Commission will help further refine the plan prior to final plan development.

COMMUNITY ENGAGEMENT

A key part of our approach will be the public process by which citizens, stakeholders, city officials, and other interested parties are brought into the discussion to help shape the future of the Westbrook City Forest. There are a number of different tools and techniques that we may use to engage the community and move toward consensus. We have proposed three pillars of public outreach:

1. Stakeholder engagement
2. Public Information Session
3. Interactive Online Presence

Stakeholder Engagement

An important part of the planning process is meeting with key individual stakeholders and/or groups to discuss specific concerns. Meetings/interviews with stakeholders will take place throughout the process and will be tailored to each stakeholder. The content may relate to specific recreation components or conservation efforts, or be tied to the larger vision for the City Forest.

We understand the primary stakeholders to be:

- Presumpscot Regional Land Trust
- Westbrook Trail Blazes Snowmobile Club
- Mountain biking community
- Westbrook Schools
- Westbrook Recreation Department
- Portland Trails

In an effort to save project resources, we propose to rely on City Staff to identify and coordinate outreach with the stakeholders. We understand this outreach may be ongoing throughout the process or simply a single meeting to ensure their voices are heard. We may find the most efficient way to communicate with each stakeholder may be a single day where we host multiple meetings with stakeholder groups in a single location.

We are passionate about public engagement and are able to facilitate additional outreach efforts if desired. Our team is happy to expand the approach as needed to ensure this essential component of the project is a success. We will discuss the appropriate approach at our initial kick-off meeting with City Staff.

Public Information Session

We envision this as a single event where the public would be presented with the master planning process. Our team will present a comprehensive assessment of the City Forest, showing inventory maps and analysis diagrams. We will outline the planning process to date, the steps that have been taken in design development, the stakeholder outreach and feedback, and a draft master plan concept.

All team experts would be available at the meeting to answer questions from the public. The landscape architect from TJD&A will be available to answer questions on the overall design approach and master plan components. The trail expert from OBP Trailworks may address construction methods and trail

typologies. The civil engineer from Sevee & Maher Engineers will address specific site issues related to future construction.

We will ask the members of the public to offer feedback and critiques on the Draft Master Plan. Some meeting attendees may offer their feedback on the spot, while others may feel more comfortable providing feedback in writing. There are a variety of feedback methods the public could use to incite the most input possible. We will work with City Staff to ensure the structure and timing of the Information Session is convenient for members of the public.

Interactive Online Presence

There are a variety of ways to engage the public beyond a single public meeting and targeted stakeholder outreach. Digital media has provided us the ability to cast a larger net throughout the community with looking for feedback on land planning projects. We recognize that it is difficult for many community members to attend a public meeting, making digital outreach a more effective and successful public engagement tool.

- **Social Media.** Social media presence between meetings will keep the public informed and provide a means of collecting feedback. Online communication may include the announcement of an upcoming Public Information Session or provide updates on the planning process. Involvement in social media may use the existing accounts for the City of Westbrook or the Presumpscot Land Trust. We will look to the City Staff and the Recreation and Conservation Commission to determine the most effective way to reach the public online.

- **Interactive Website (optional).** We can develop an interactive online website using an ESRI Story Map. This would allow us to tell the story of the City Forest through an interactive webpage. The webpage would include all inventory and analysis maps, as well as the final plan and graphics produced to represent the master plan. The maps, diagrams, and images may be georeferenced to an online map so visitors can see the proposed plan in context of the greater community. Members of the public and stakeholders could use this website as an informative resource or provide feedback through imbedded surveys. While this is provided as an additional option, it may replace the Public Information Session as the primary means of public outreach.

PLANNING + DESIGN WORK

Master Plan Development

The master planning process is an interactive process that will evolve by drafting various ideas, critiquing the alternatives, then refining the ideas until we have come up with the most suitable solution for the City Forest Master Plan. As described above, the design process is interwoven with feedback and direction provided by City Staff, the Recreation and Conservation Commission, various stakeholders, and members of the public. Our goal is to produce a final plan that is the most ideal solution for the ecology of the City Forest landscape and the needs of the community.

Trail Representation

We will prepare two final graphic representations of the Master Plan. The first will be to guide the development for the City. This may include a single map or several maps showing the various components of the plan. The plan will feature elements such as the various trail typologies, recreational amenities, signage potential, and define landscape character or ecological zones. Additional images, diagrams, and representations may be included with this Final Master Plan. The plan will be available in both print (pdf) format and geospatial format that can be viewed in Google Earth or the City's GIS website. The second will be a map specifically designed for the LWCF conversion process. This will have colors and labels that meet the graphic standards required by the federal program.

Additional Representation (optional)

In addition to the Master Plan maps, additional representation may be helpful to further express the vision of the elements of the Master Plan.

- Concept Sections. Various sectional diagrams may be used to represent the alternative trail types and other proposed recreational components. Each trail type or recreational feature will have a unique surface width, head clearance, and surface material. Particular obstacles, such as steep slopes or stream crossings may have a unique character that may be helpful to visualize at this stage in the planning process. The sections would be simple diagrams that would assist in both establishing cost estimates for trail construction and for assisting the public in understanding the proposed trail alternatives.

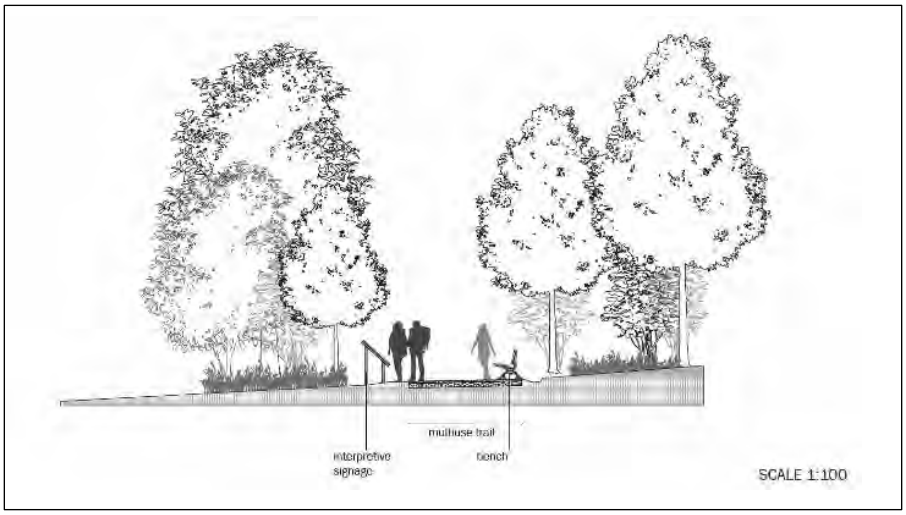


Figure 1: Example Section

- **Photorealistic Renderings**. If additional representation beyond basic sectional diagrams are needed, we can provide photosimulations of particular features of the master plan. The location of such drawings may be a unique point within the City Forest, the entry gateway, proposed signage, or a built feature. These types of images are helpful in presenting the proposed improvements to the public and city officials who may be require an enhanced visual understanding of the proposed improvements.

Figure 2: Example Rendering from Bangor Waterfront Project

Cost Estimation

We will develop an opinion of probable costs for the construction of the various project components. This cost estimate will be based on the available information and the level of detail determined for each recreational component. Our experts at OBP Trailworks and Sevee & Maher Engineers are well positioned to make accurate costing assumptions for the proposed plan of work. The projected trail costs will assist the City in developing a phasing strategy and timeline for build-out of the Master Plan.

PRICING TABLE

The following table outlines project costs based on the scope presented. Depending on the final project scope, this price is amenable. For example, if less meetings or time in the field is required to complete the work, the cost would be reduced.

The Additional Options presented at the table below may be added to the project or supplemented for other elements. For example, the interactive website may take the place to the public information session.

The terms of payment: TJD&A invoices on a monthly basis for work complete to-date throughout the project.

	TJD&A	OBP	SME
	$ 95.00	$ 75.00	$ 125.00
INVENTORY + ANALYSIS			
Desktop Data Collection	6		
Site Investigation	20	20	
Landscape Analysis	8	3	3
Inventory and Analysis Representation	8		
MEETINGS + OUTREACH			
Recreation and Conservation Commission (3 meetings)	18	4	4
City Staff (3 meetings + project coordination)	12	3	3
Public Information Session	12	4	4
Stakeholder Outreach	6		
PLANNING + DESIGN			
Master Plan Design Development	40	6	8
Final Master Plan Representation	8		
Cost Estimation		4	4
TOTAL HOURS	138	44	26
LABOR COSTS	$ 13,110.00	$ 3,300.00	$ 3,250.00
REIMBURSEMENTS			
Printing & Local Travel			$325
TOTAL BASE PRICE			**$ 19,985.00**
ADDITIONAL OPTIONS			
Drone Flight (imagery only)			$ 500.00
Drone Flight (topographic analysis)			$ 3,000.00
Concept Section (set of trail sections)			$ 1,500.00
3D Visualizatoions (single image)			$ 2,500.00
Interactive Website (ESRI Story Map)			$ 1,500.00

CITY PROVISIONS

We request that the City provide the following:

- A member of City Staff to serve as a point person throughout the project.
- A space for all public meetings and stakeholder outreach activities.
- Available geospatial data and boundary surveys for the City Forest area.

DISCLOSURE STATEMENT

There are no legal or administrative actions, civil or criminal, resolved or unresolved, that have occurred or have been filed in any jurisdiction(s), in the past three years, involving the officers or principals of *TJD&A Landscape Architects and Planners, Sevee & Maher Engineers, Inc.,* or *OBP Trailworks, LLC*. There no claims pending against any of the entities listed in this proposal.

CONTRACT CONDITIONS AND AGREEMENT
FOR THE DEVELOPMENT OF
THE WESTBROOK CITY FOREST MASTER PLAN

1.Parties

This contract (hereinafter referred to as "Agreement") is made and entered into on this ____ day of _____, 2020, by and between the City of Westbrook. located at 2 York Street, Westbrook, ME (hereinafter referred to as "Westbrook"); and New England GeoDesign dba tjd&a located at 121 West Main Street, Yarmouth, Maine 04096 (hereinafter referred to as "Consultant") ("collectively referred to as the "Parties") for the Services as defined below.

2. Scope of Work

Consultant along with its Subconsultants, Sevee & Maher Engineers and OBP Trailworks, will provide the following services as described in ***Proposal for Westbrook City Forest Master Plan*** dated ***November 15, 2019*** attached hereto as Exhibit A and hereinafter referred to as the "Project Scope".

The scope of work will include all work described in the *Total Base Price* plus the addition of the *Interactive Website (ESRI Story Map)*, as outlined on page 14 of the Project Scope.

3. Project Duration

The Consultant will commence work in March 2020 upon the execution of this Agreement through to completion in September 2020.

Consultant along with its Subconsultants, Sevee & Maher Engineers and OBP Trailworks, will follow the schedule as described in ***Westbrook City Forest Master Plan TJD&A Schedule Proposal*** dated ***December 16, 2019*** attached hereto as Exhibit B and hereinafter referred to as the "Schedule".

4. Standard of Care

In providing services under this Agreement Consultant and its Subconsultants shall perform the services in accordance with the applicable professional standards currently recognized by their profession, and shall be responsible for the professional quality, technical accuracy, completeness and coordination of all reports, plans and specifications furnished under this Agreement.

5. Westbrook's Responsibilities

5.1 Westbrook will designate an individual to act as Westbrook's representative with respect to the services to be rendered under this Agreement. This representative shall have complete authority to transmit instructions, receive information, interpret and define Westbrook's policies and decisions with respect to the Consultant's, and its Subconsultants', services for the Project. The representative shall be responsible for coordinating all meetings as may be required.

5.2 Westbrook will make the necessary provisions for Consultant and its Subconsultants to enter upon work site area as required in order to perform services under this Agreement.

5.3 Westbrook will assist Consultant by placing at the disposal of Consultant and its Subconsultants all available information pertinent to the Project; including tax maps, previous reports, site plans, utility information, historic information, base mapping, computer files and any other data relevant to the Project.

5.4 Westbrook will examine all studies, reports, graphics, plans and other documents presented by Consultant and its Subconsultants and respond accordingly within a reasonable time so as not to delay the services of Consultant and its Subconsultants.

5.5 Westbrook will give Consultant prompt notice whenever it becomes aware of any development that will affect the scope and/or timing of Consultant and its Subconsultants' services.

5.6 Westbrook will provide the services for and cover the expenses of the printing and mailing of public meeting notices.

6. Billing and Compensation

Westbrook shall pay the Consultant for the performance and completion of Services under this Agreement a fee pursuant to Consultant's Project Cost, in the amount of twenty-one thousand four-hundred and eighty-five dollars ($21,485.00), hereafter referred to as the "Contract Price".

The Contract Price is an amount not to exceed. Westbrook agrees to pay up to the Contract Price based on work completed up to the Not to Exceed amount, unless change orders for additional work are approved by Westbrook.

The Consultant will submit invoices to Westbrook on a monthly basis. Westbrook agrees to pay Consultant for services in accordance with the information provided within the aforementioned proposal. Payment to Consultant should be made within 30 days following Westbrook's receipt of invoice. Consultant shall be responsible for all payments due to its subcontractors.

7. Additional Services

Without nullifying this Agreement, Westbrook may direct Consultant to make changes to Consultant and/or its Subconsultants' scope of work. Any additional services requested by Westbrook may constitute a change in Consultant's fees. Consultant will provide Westbrook with a written estimate for additional services. Consultant and its Subconsultants will not proceed with additional services until it has received written authorization from Westbrook.

8. Assignment

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without prior written consent of the other party.

9. Insurance

Consultant at its own expense shall carry and maintain insurance satisfactory to Westbrook as follows:

1.	Worker's Compensation	Statutory	
2.	Employer's Liability	Each Accident	$1,000,000
		Disease (policy limits)	$1,000,000
		Disease (each employee)	$1,000,000
3.	Commercial General Liability	Per Occurrence	$1,000,000
		Aggregate	$2,000,000
4.	Comprehensive Auto Policy Combined single limit for bodily injury and property damage on non-owned and hired vehicles.		$1,000,000

Westbrook shall be named as an additional insured on the Commercial General Liability and Comprehensive Auto Liability policies. Such coverage shall remain in effect throughout the term of this Agreement and shall not be terminated without replacement coverage having been obtained and evidence of the same provided to Westbrook.

Consultant shall require its subconsultants to carry similar coverage.

10. Indemnification

The Consultant agrees to indemnify and hold harmless Westbrook, its officers and employees against claims, damages, or costs, including reasonable attorney's fees and defense costs to the extent caused by the Consultant's negligent performance of the professional services as it is provided under this Agreement. The Consultant shall require its subconsultants to provide a similar indemnification.

Westbrook agrees to indemnify and hold harmless Consultant, its officers and employees against claims, damages, or costs, including reasonable attorney's fees and defense costs

to the extent caused by Westbrook's negligent acts and/or decisions in connection with the Project under this Agreement.

11. Mediation

In an effort to resolve any conflicts that arise during the period of the Project or following the completion of the Project Westbrook and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation.

12. Termination

Either party may terminate this Agreement for cause after giving the other party fourteen (14) days written notice and an opportunity to cure. In the event of termination, Consultant shall be paid for services performed to the termination notice date.

13. Governing Law

This Agreement is governed by the laws of the State of Maine.

14. Entire Agreement

This Agreement represents and contains the entire agreement between the parties. Prior discussions or verbal representations by the parties that are not contained in this Agreement are not part of this Agreement. Any revisions to this Agreement shall be in writing and signed by both parties.

Westbrook:
(City of Westbrook.)

By: _____

Position: _____

Date: _____

CONSULTANT:
(New England GeoDesign dba tjd&a)

By: _____

Position: _____

Date: _____

CITY OF WESTBROOK, MAINE

IN CITY COUNCIL

Date: January 27, 2020

Order: 2020-16

AUTHORIZING ACCEPTANCE & EXPENDITURE OF TC ENERGY FOUNDATION GRANT

That the Westbrook City Council hereby authorizes the acceptance of a $25,000 Energy Grant from TC Energy Foundation, and further authorizes its expenditure for the purchase of Fire Department hoses, high rise packs and an electric PPV fan as outlined in the attached exhibit.

Grant funds to be deposited into budget line: 21002210-46400-02121
Funds for expenditure available in budget line: 21002210-57301-02121

First Reading: January 27, 2020 Second and Final Reading: February 3, 2020

Attest:

City Clerk Mayor

CITY OF WESTBROOK, MAINE

2 York Street, Westbrook, ME 04092

REQUEST FOR COUNCIL ACTION

*Requests are due to the City Clerk two Fridays prior to a Council meeting. If expenditure/acceptance of funds is involved, Finance Department approval is required **prior** to submission.*

PROPOSED TITLE: Acceptance & Expenditure of $25,000 Grant from TC Energy

REQUESTED BY: Chief Andrew Turcotte

DATE: 01/06/2020

SUMMARY:

The Westbrook Fire Department has applied for and been awarded a Trans Canada (TC) Energy Grant. This grant award is for $25,000 and we are respectfully requesting City Council Approval for acceptance of this grant; and also for expenditure of the grant. We are seeking to spend funds on the following:

Large Diameter Hose (LDH) - the Department is currently in the process of moving to 5" LDH. This grant will allow us to replace the LDH on Engine 4 and purchase new LDH for the new engine which will arrive in the Spring.

Attack Line Hose - this will allow us to purchase 2,400 feet of 1 3/4" of hose. This hose line will be distributed throughout the fleet as needed.

High Rise Packs - upgrading our high rise packs from 1 3/4" to 2 1/2"

Electric PPV fan - PPV for the new engine.

The Department recommends purchasing the hose from HSE Fire/Safety Equipment, Lewiston, ME who is the sole source distributor of Mercedes Hose for the State of Maine. Quotes for hose and PPV fan are included in the packet.

BUDGET LINES AFFECTED (IF APPLICABLE):

Funds to be deposited to 21002210-46400-02121
Funds to be expended from 21002210-57301-02121

Andrew Turcotte

From: do-not-reply@sponsor.com
Sent: Wednesday, December 18, 2019 12:30 PM
To: Andrew Turcotte
Cc: tim_wright@tcenergy.com
Subject: Community Investment Payment
Attachments: Tax Receipt Template US Foundation E-mail.pdf

Dear Andrew Turcotte,

We are writing to advise you that a check is on its way via mail for the City of Westbrook in the amount of $25,000.00 for Fire Department Equipment Donation. TC Energy is proud to be part of the energy and enthusiasm surrounding this community initiative. If you do not receive the check to the mailing address provided on the W9 in 3 weeks, please let us know by emailing community_investment@tcenergy.com or by toll free phone at 1.800.661.3805. If you have any other questions, please feel free to contact us directly.

Tax Receipt Information:

If your organization is eligible to issue charitable receipts, it is very important that an official tax receipt meeting the requirements as outlined by the Internal Revenue Services is issued to **TC Energy Foundation** for the full amount of eligible donation. We have attached a receipt template if you would like to use it.More information about tax receipt requirements in the United States can be found at: https://www.irs.gov/charities-non-profits/charitable-organizations/charitable-contributions-written-acknowledgments

Please email a completed electronic tax receipt, including your organization EIN, to community_investment@tcenergy.com, or send a copy to:

TC Energy Corporation
P.O. Box 1000 Station M
Calgary, AB
Canada T2P 4K5

Recognition Information:

Should you choose to recognize TC Energy verbally, in written forms, or through other materials, please refer to us as **TC Energy Foundation**.

As your community partner, we kindly request the opportunity to review any editorial or promotional material regarding TC Energy's specific contribution before publication. You can email Community Investment with your materials for review. Please allow five (5) working days for approval.

TC Energy is committed to supporting community organizations that build strong and vibrant communities. Thank you again for the opportunity to be part of this important initiative!

Sincerely,

TC Energy Community Investment

HARRISON SHRADER ENTERPRISES
HSE
FIRE / SAFETY EQUIPMENT

Quotation

Date:	Submitted By:
12/9/2019	Willie Burk

Harrison Shrader Enterprises
13 Westminster Street
Lewiston, Me 04240
207-241-0325 Fax: 207-553-2288
www.hsefiresafety.com

Quotation For:
Westbrook Fire-Rescue

Westbrook, Me

CONTACT:	EST. SHIP DATE	SHIP VIA	TERMS
Deputy Sloan	**10-14 weeks fro**	Common Carrie	Net 30 days

QUANTITY	DESCRIPTION		EXT. PRICE
20	100' Length Mercedes Textiles 5" MegaFlo Breather DJ LDH Permatek Color Treated w/5" Ireflect Storz Couplings*	$725.00	$ 14,500.00
12	50' Length Mercedes Textiles 1.75" MTFS-800-DP Permatek Color Treated Green w/1.5" NPSH Couplings	$137.50	
Option	50' Length Mercedes Textiles 1.75" KrakenEXO Permatek Color Treated Green w/1.5" NPSH Wayout Couplings*	$195.00	
16	50' Length Mercedes Textiles 1.75" MTFS-800-DP Permatek Color Treated Red w/1.5" NPSH Couplings	$137.50	
Option	50' Length Mercedes Textiles 1.75" KrakenEXO Permatek Color Red w/1.5" NPSH Wayout Couplings*	$195.00	
48	50' Length Mercedes Textiles 1.75" MTFS-800-DP Permatek Color Treated w/1.5" NPSH Couplings, 3 Separate Colors	$137.50	$ 6,600.00
Option	50' Length Mercedes Textiles 1.75" KrakenEXO Permatek Color Treated Yellow w/1.5" NPSH Wayout Couplings	$195.00	
24	50' Length Mercedes Textiles 1.75" MTFS-800-DP Permatek Color Treated Clear w/1.5" NPSH Couplings	$137.50	
Option	50' Length Mercedes Textiles 1.75" KrakenEXO Permatek Color Treated Clear(White) w/1.5" NPSH Wayout Couplings	$195.00	
		TOTAL	**$ 21,100.00**

SIGNATURE: Willie Burk	ABOVE PRICING WILL BE HONORED FOR: 30-45 days

Quotation

Date:	Submitted By:
12/9/2019	Willie Burk

Harrison Shrader Enterprises
13 Westminster Street
Lewiston, Me 04240
207-241-0325 Fax: 207-553-2288
www.hsefiresafety.com

Quotation For:
Westbrook Fire-Rescue

Westbrook, Me

CONTACT:	EST. SHIP DATE	SHIP VIA	TERMS
Deputy Sloan	**10-14 weeks Fro**	Best way	Net 30 days

QUANTITY	DESCRIPTION		EXT. PRICE
16	50' Length Mercedes Textiles 2.5" MTFS-800-DP Permatek Color Treated Blue w/2.5" NH Couplings	$178.25	$ 2,852.00
Option	50' Length Mercedes Textiles 2.5" KrakenEXO Permatek Color Treated Blue w/2.5" NH Wayout Couplings*	$259.00	$ 3,108.00
1	Leader NA 110V Electric PPV Fan p/n EDS230 Estimated shipping: $225.00	$1,995.00	$ 1,995.00
1	TFT Blitzforce Portable Monitor p/n XXLG-32 Includes 500gpm Nozzle and storage bracket - Free shipping all hose has a 10 yr workmanship Warranty and Lifetime Warranty Against Liner Delamination * this Hose has a 2 yr all hazards warranty, 10 yr Warranty on Workmanship, Lifetime Warranty against Liner Delamination	$1,675.00	
		TOTAL	**$ 4,847.00**

SIGNATURE: Willie Burk	ABOVE PRICING WILL BE HONORED FOR: 30 days

CITY OF WESTBROOK, MAINE

IN CITY COUNCIL

Date: January 27, 2020

Order: 2020-17

AUTHORIZING ACCEPTANCE OF WESTBROOK ENERGY CENTER DONATION

That the Westbrook City Council hereby authorizes the acceptance of a $20,000 donation from Westbrook Energy Center, as outlined in the attached exhibit.

Grant funds to be deposited into budget line: 21002210-46400-02120

First Reading: January 27, 2020 Second and Final Reading: February 3, 2020

Attest:

City Clerk Mayor

CITY OF WESTBROOK, MAINE

2 York Street, Westbrook, ME 04092

REQUEST FOR COUNCIL ACTION

*Requests are due to the City Clerk two Fridays prior to a Council meeting. If expenditure/acceptance of funds is involved, Finance Department approval is required **prior** to submission.*

PROPOSED TITLE: Acceptance of Westbrook Energy Center Donation

REQUESTED BY: Chief Andrew Turcotte

DATE: 01/09/2020

SUMMARY:

The Westbrook Fire & Rescue Department has received a $20,000 donation from Westbrook Energy Center (Calpine). Fire Department Administration respectfully requests that the City Council accept the donation for specialty technical rescue and/or confined space equipment and for annual confined space annual technician training.

BUDGET LINES AFFECTED (IF APPLICABLE):

Funds to be deposited to 21002210-46400-02~~1~~120 21

Westbrook, Maine
FIRE RESCUE

Andrew Turcotte
Fire Chief
570 Main Street
Westbrook, Maine 04092
Phone: 207-854-0644
Fax: 207-854-0657

Holly Bragdon
Westbrook Energy Center
60 Eisenhower Drive
Westbrook, ME 04092

January 9, 2020

Dear Holly,

As we move into the new decade, I want to personally thank you and the Calpine family for your continual support of the Westbrook Fire & Rescue Department. The financial support over the years has allowed our agency to enhance our technical rescue capabilities in the following ways; first we have been able to train much of our staff to the confined space technician level. In addition, the on-going funding has allowed us to purchase necessary state of the art technical rescue and confined space equipment, allowing us to do this specialized work and do it safely. Calpine's support has allowed for Westbrook Fire & Rescue Department's technical rescue program to be one of the most capable in the State.

As our agency continues to see an increase in call volumes and as requests for specialized calls for service rise, there is a reciprocal need for specialized training. With that comes ensuring that our membership has operational readiness 24/7, 365 days a year. And certainly, it would be much more challenging to be operational ready without your partnership. We are very grateful to Calpine for accommodating us for our on-going trainings throughout the year and specifically for identifying multiple confined spaces in which we can carry out our specific specialized trainings. These trainings are instrumental in ensuring our membership remain proficient, confident and competent in the skills required to maintain their technician level certification.

The $20,000 donation will be used for technical rescue equipment and for confined space annual and refresher training.

In closing, on behalf of the City Council, City Admin and FD Admin, I want to thank you again for the support you continue to provide for the Fire & Rescue Department. I also want to thank Ron Chasse and Kyle Belmont for their ongoing support and for always having an open door for us.

I want to wish you and your staff a wonderful and safe 2020.

Sincerely,

Andrew Turcotte

CITY OF WESTBROOK, MAINE

IN CITY COUNCIL

Date: January 27, 2020

Order: 2020-18

AUTHORIZING EXPENDITURE FOR EMERGENCY REPAIRS TO FIRE ENGINE 1

That the Westbrook City Council hereby authorizes an expenditure in the amount of $3,288.39 to McFarland Spring Corp. of Portland, ME for emergency repairs to Engine 1; and further authorizes an amendment to Order 2019-110, *Approving FY 2019-2020 Annual Vendor Lists for General, Parking Garage & Recreation Funds* to include the following:

Account Number	Account Name	Vendor
54340	Repairs – Vehicles	McFarland Spring Corp.

Funds available in budget line 10002210-54340

First Reading: January 27, 2020 Second and Final Reading: February 3, 2020

Attest:

City Clerk Mayor

CITY OF WESTBROOK, MAINE

2 York Street, Westbrook, ME 04092

REQUEST FOR COUNCIL ACTION

*Requests are due to the City Clerk two Fridays prior to a Council meeting. If expenditure/acceptance of funds is involved, Finance Department approval is required **prior** to submission.*

PROPOSED TITLE: Emergency Repairs Engine 1

REQUESTED BY: Steve Sloan, Deputy Fire Chief

DATE: 01/07/2020

SUMMARY:

During a routine preventative maintenance, Engine 1 was found to have broken spring and spring hangers which required emergency repairs. Engine 1 is a 1991KME fire truck, and serves as the departments reserve engine. This engine is used when one of the primary trucks needs service or has broken down. This repair was completed by McFarland Spring Corp for a total cost of $3,288.39.

The Fire Department is requesting this payment be authorized by council and that McFarland Spring Corp be added to the annual vendor list under Object # 54340,Repairs-Vehicles. Currently McFarland Spring Corp is an approved vendor only under Object # 54300, Repairs/Maintenance.

BUDGET LINES AFFECTED (IF APPLICABLE):

10002210-54340, 10002210-54300

McFarland Spring Corp.
280 Warren Avenue
Portland, Maine 04103

www.mcfarlandspring.com

McFARLAND SPRING — CORP —

McFARLAND

TRUCK & AUTO REPAIR
(207) 797-6271

INVOICE

Customer Copy

Invoice #	77906
Date	01/07/20
Page #	1
Vehicle #	ENGINE 1
Plate #	
Make	KME
Mileage	

Sold To
Westbrook Fire Dept
570 Main Street
Westbrook, ME 04092

Cust	8540653	Ship date	ASAP	Ship via	
Salesman		PO No.		Terms	NET 30 DAYS

Quantity	Unit	Item Number	Description	Price Disc.	Unit	Extension
6	EACH	NJI	Bushing	17.03 5.11	EACH	71.52
1	EA	CBT12	1/2 Center bolt	5.50 1.65	EA	3.85
2	EA	BOLT CLIP	Bolted spring clip	5.15 1.54	EA	7.22
2	EA	CLIP BOLT	CLIP BOLT	4.19 1.26	EA	5.86
2	EACH	*MISC	SPRING PIN KME5295	.00	EACH	308.76
4	EACH	*MISC	SPRING PIN KME5297	.00	EACH	481.32
4	EA	U3422	U Bolt	52.80 15.84	EA	147.84
4	EACH	G453	GREASE FITTING 188 1/8	1.89 .57	EACH	5.28
2	EACH	G1803	GREASE FITTING 110 1/8-P	1.21 .36	EACH	1.70
12	EA	8B582	5/8x2 Bolt	9.89 2.97	EA	83.04
24	EA	UW70	UBW70 5/8 U-bolt washer	.72 .22	EA	12.00
1	EACH	*LABOR	2F/ASSY,2RFH,6BSH	.00	EACH	2,160.00

Str: 1 Reg: 1 Drw: 1 Usr:JFP 07:52
AR 3,288.39

Sale Amt	3,288.39
Sales Tax	.00
Total	3,288.39
Pmt Rec'd	.00
Bal Due	3,288.39

U-Bolts should be tightened after first day's operation

Received by: _____

CITY OF WESTBROOK, MAINE

IN CITY COUNCIL

Date: January 27, 2020

Order: 2020-19

AUTHORIZING ACCEPTANCE OF 2018 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS & AWARD OF BID FOR WALKER MEMORIAL LIBRARY WINDOW PROJECT

That the Westbrook City Council hereby authorizes the acceptance of 2018 Community Development Block Grant funds in the total amount of $70,500 to be applied toward the Walker Memorial Library window restoration project, and further authorizes an award of bid for said project to Bagala Window Works, Inc. of Westbrook, ME in the total amount of $139,445 as outlined in the attached exhibit.

CDBG funds to be deposited into budget line: 21005510-43100-02155

Funds to be expended from the following budget lines in the amounts listed below:

$70,500	40001000-58900-C1737
$27,000	40001000-58900-C1737
$41,945	21006500-58900-02165

First Reading: January 27, 2020 Second and Final Reading: February 3, 2020

Attest:

City Clerk Mayor

CITY OF WESTBROOK, MAINE

2 York Street, Westbrook, ME 04092

REQUEST FOR COUNCIL ACTION

*Requests are due to the City Clerk two Fridays prior to a Council meeting. If expenditure/acceptance of funds is involved, Finance Department approval is required **prior** to submission.*

PROPOSED TITLE: Authorizing Acceptance of 2018 CDBG Funds & Award of Bid for Walker Memorial Library Window Project

REQUESTED BY: Rosemary Bebris, Director of Walker Memorial Library

DATE: 01/17/2020

SUMMARY:

The Walker Memorial Library requests authorization in the amount of $139,445.00 to contract with Bagala Window Works of Westbrook for the repair and restoration of the library's stained glass windows, and installation of new storm windows.

The project will include the restoration of twenty-seven (27) leaded glass sash; the total re-leading of (9) glass panels; the partial re-leading of eighteen (18) glass panels; and the purchase and installation of sixty (60) storm windows.

Bagala Window Works was the only vendor to respond to the City's request for bids.

This project is partially funded ($70,500) through a 2018 Community Development Block Grant, which requires City Council acceptance. Matching City funds for the project will be drawn from the Windows budget line and the Building Reserve Fund.

CDBG funds to be deposited into revenue line: 21005510-43100-02155

Funds to be expended from budget lines:

$70,500	40001000-58900-C1737 (2018 CDBG Funds)
$27,000	40001000-58900-C1737 (Windows)
$41,945	21006500-58900-02165 (Building Reserve Funds)

BUDGET LINES AFFECTED (IF APPLICABLE):

See above

OK
JH

BAGALA WINDOW WORKS INC
Window restoration since 1988.

207.887.9231
677 Main Street
Westbrook, ME 04092
info@bagalawindowworks.com
www.bagalawindowworks.com

Proposal

Library Window Restoration & Repairs

November 11, 2019 – *Adjusted as of 1/14/2020*

Proposal for: City of Westbrook
Walker Memorial Library
Westbrook, ME 04092

TOTAL BID PROPOSAL PRICE: $139,445.00

Breakdown:

- Restoration of twenty-seven (27) leaded glass sash. Scope of work to include:

1. Document and remove 27 leaded glass sash from building
2. Remove glass from sash
3. Restore wood sash
4. Reinstall 27 re-leaded glass panels in sash
5. Install sash in original openings

Total sash restoration price*: $28,544.00*

- SUBCONTRACT –

Total re-leading of nine (9) glass panels to include:

1. Document
2. Disassemble all panels
3. Clean glass
4. Replace all broken glass as closely as possible

207.887.9231
677 Main Street
Westbrook, ME 04092
info@bagalawindowworks.com
www.bagalawindowworks.com

5. Re-lead all panels with new lead to match original
6. Putty panels with Sarco Stained Glass Putty
7. Install new tie wires

Partial re-leading of eighteen (18) glass panels to include:

1. Replace all broken glass as closely as possible
2. Replace all perimeter lead
3. Putty and clean all panels
4. Install new tie wires

Total leaded glass restoration price*: $47,100.00*

- Restoration of eleven (11) one lite sash.

1. Leave as is. No restoration needed

Total one lite sash restoration price*: $0*

- Purchase and installation of sixty (60) storm windows. Scope of work to include:

1. Remove existing 60 storm panels
2. Prepare surface for remounting and touch-up paint
3. Replace with Allied, custom colored exterior storm panels

- Administration time

Total price*: $1,200.00*

Total Storm Window Price*: $62,601.00*

- *$34,584.00 (Labor), $28,017.00 (Purchase Price)*

CITY OF WESTBROOK, MAINE

IN CITY COUNCIL

Date: January 27, 2020

Order: 2020-20

APPROVING THE 2018-2021 COLLECTIVE BARGAINING AGREEMENT WITH THE PUBLIC SERVICES UNIT

That the Westbrook City Council hereby approves the attached 2018-2021 Collective Bargaining Agreement with the employees of the Public Services Department, represented by AFSCME Local 481, Council #93, a copy of which shall be placed on file with the City Clerk's Office.

First Reading: January 27, 2020 Second and Final Reading: February 3, 2020

Attest:

City Clerk Mayor

CITY OF WESTBROOK, MAINE

2 York Street, Westbrook, ME 04092

REQUEST FOR COUNCIL ACTION

*Requests are due to the City Clerk two Fridays prior to a Council meeting. If expenditure/acceptance of funds is involved, Finance Department approval is required **prior** to submission.*

PROPOSED TITLE: Approving the 2018-2021 Collective Bargaining Agreement with the Public Service Unit

REQUESTED BY: Administration

DATE: 01/24/2020

SUMMARY:

This request is to approve the July 1, 2018 - June 30, 2021 Collective Bargaining Agreement with employees of the Public Services Department, represented by AFSCME Local 481, Council #93.

This agreement complies with the economic guidelines of 2% annual wage adjustments over three years, as provided by the City Council. This is the last of the five union groups to settle their labor contract of the 2018 - 2021 term.

BUDGET LINES AFFECTED (IF APPLICABLE):

N/A

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF WESTBROOK

AND

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)

FOR THE

WEST~~R~~BROOK PUBLIC SERVICES DEPARTMENT

July 1, ~~2012~~2015~~8~~– June 30, ~~2015~~2018~~21~~

TABLE OF CONTENTS

			PAGE#
ARTICLE	1	PARTIES – RECOGNITION	~~3~~4
ARTICLE	2	UNION MEMBERSHIP-DUES DEDUCTION-UNIT COVERAGE	~~3~~4
ARTICLE	3	PROBATIONARY PERIOD	~~4~~5
ARTICLE	4	SENIORITY	5~~4~~
ARTICLE	5	NON DISCRIMINATION-BULLETIN BOARDS-UNION ACTIVITIES	~~5~~6
ARTICLE	6	RIGHT TO LIVE OUTSIDE CITY LIMITS	6
ARTICLE	7	WORK HOURS	~~6~~7
ARTICLE	8	VACANCIES	~~7~~8
ARTICLE	9	PERSONNEL FILES	~~8~~9
ARTICLE	10	SAFETY COMMITTEE	9
ARTICLE	11	LAY-OFFS & REHIRING-BUMPING RIGHTS	~~9~~10
ARTICLE	12	DISCIPLINE	10
ARTICLE	13	DISPUTE RESOLUTIONS	~~11~~12
ARTICLE	14	MANAGEMENT RIGHTS	13
ARTICLE	15	NO STRIKES OR LOCKOUTS	14
ARTICLE	16	PROTECTION OF PROPERTY & EQUIPMENT	~~14~~15
ARTICLE	17	OVERTIME AND CALL BACK	~~14~~15
ARTICLE	18	JOB CLASSIFICATION AND PAY SCALE	17
ARTICLE	19	VACATION~~S~~	~~19~~18
ARTICLE	20	HOLIDAY~~S~~	~~20~~19
ARTICLE	21	SICK LEAVE	~~21~~19
ARTICLE	22	MISC. PAID LEAVE-ADMINISTRATIVE LEAVE	~~23~~21
ARTICLE	23	HEALTH INSURANCE	~~24~~22
ARTICLE	24	CLOTHING ALLOWANCE AND LICENSE	~~25~~23
ARTICLE	25	RETIREMENT	~~26~~24
ARTICLE	26	ALCOHOL AND DRUG TESTING POLICY	~~28~~25

ARTICLE	27	MANAGEMENT/LABOR COMMITTEE TO IMPROVE ~~SERVICE~~ SERVICE DELIVERY	~~28~~26
ARTICLE	28	ENTIRE AGREEMENT	~~28~~26
ARTICLE	29	CONTRACT DATES AND TERMINATION	~~29~~26
APPENDIX	A	PAY SCALE	~~31~~29
APPENDIX	B	NON-EMERGENCY OVERTIME PROCEDURE	~~34~~34
APPENDIX	C	FIRST RESPONSE TO WINTER OPERATIONS	~~36~~36
APPENDIX	D	CAREER LADDER	~~38~~38
APPENDIX	E	UNIFORM POLICY	42

ARTICLE 1 PARTIES – RECOGNITION

A. This agreement is entered into by and between the City of Westbrook, a municipal corporation located at Westbrook, Maine, hereinafter called "The City", and the American Federation of State, County and Municipal Employees, AFL-CIO, Local 481, Council #93, hereinafter called "the Union".

B. The City, pursuant to the requirements of Title 26, Chapter 9-A of the Maine Revised Statutes, as amended, recognizes the Union as the exclusive bargaining agent for all employees properly included in the Westbrook Public Services Unit as set forth in Article 2 for the purposes of collective bargaining with respect to wages, hours, working conditions and contract grievance arbitration.

ARTICLE 2 – UNION MEMBERSHIP – DUES DEDUCTION – UNIT COVERAGE

A. Employees of the Public Services Department pursuant to Title 26 M.R.S.A. Section 963 shall be afforded the free and unrestrained right to join voluntarily the Union and participate in its activities. Neither party shall directly or indirectly interfere with, intimidate, restrain, coerce or discriminate against any employee in the exercise of those rights.

B. ~~It shall be a condition of employment that w~~Within thirty (30) days from the date of signing of this agreement all employees covered by this or who thereafter become covered by this agreement, and who are not and do not become members of the Union, shall pay a service fee ~~equal to ninety (90) percent of the regular Union dues~~ as a contribution towards the cost to the Union of collective bargaining, contract administration and the adjustment of grievances.

C. The City agrees to deduct Union dues from those employees who are Union members and who maintain on file with the City a signed dues deduction authorization card. Also, the City will deduct the service fees provided above from non-union member employees. The amounts to be deducted shall be certified to the City by the Treasurer of the Union, and the aggregate deductions of all covered employees shall be remitted together with an itemized statement to the Treasurer of Council #93, in Augusta, by the 15th of the month following deductions. The Union shall indemnify and hold harmless the City against all claims and suits, which may arise as a result of deductions or other action taken pursuant to this section.

D. The bargaining unit covered by this contract shall be comprised of the public employees of the Public Services Department, who are employed in those classifications listed in Article 18. All of said employees as individual members of the Union bargaining unit are to regard themselves as public employees and are to be governed by the highest degree of honor and integrity in all their public and personal on the job conduct during their work assignments, and maintain a good personal appearance in order that they shall merit the respect and confidence of the general public.

E. The City agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by

giving written notice to both the employer and the union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 3 – PROBATIONARY PERIOD

All new employees shall serve a probationary period of six (6) months. Pursuant to the requirements of Title 26 M.R.S.A. section 962 (6) (F), such probationary employees shall not be subject to the provisions of this contract. All employees retained beyond six (6) months shall from thence on be subject to the terms of this agreement, and their seniority rights and length of service, unless otherwise specifically provided, shall be deemed to have begun on the date of initial employment.

During the probationary period, new employees may~~will~~ be assigned to a Field Training Operator (FTO). FTO's will work side by side with employees daily to ensure that new hires receive consistent information regarding day to day operations, policies, and procedures. FTO's will also serve as a resource for new hires should they have any questions or concerns while on probation. New employees will be assigned to an FTO for a ~~minimum of 4~~ ~~4~~ **maximum of two** weeks and that period may be extended by management.

FTO's will be chosen and assigned at the sole discretion of management. Acceptance of the FTO role is voluntary; however, once an employee has accepted an FTO assignment it is expected the FTO will commit to the full training period established by management. Exceptions may be made in extenuating circumstances at the discretion of management. FTO's will receive a stipend of $1.00 per hour added to their base hourly wage for all hours worked while assigned as an FTO. The FTO program in its entirety shall be exempt from the grievance process.

ARTICLE 4 – SENIORITY

A. The City of Westbrook shall establish a seniority list, and it shall be brought up to date every three (3) months and immediately posted thereafter on the Municipal Garage bulletin board for a period of not less than thirty (30) days. A copy shall be mailed to the Secretary of the Union. Any objections to the seniority list, posted, shall be reported, in writing, to the City, within ten (10) days or it shall stand approved. Seniority shall be defined as length of continuous service within this bargaining unit. Employees who are hired from other departments within the City shall have their seniority start as of their first day of work in this bargaining unit.

B. Seniority within classification versus overall bargaining unit seniority applies only in cases involving assignments to shift where seniority and inverse seniority are factors.

~~B.~~C. Effective January 1, 2020, all seniority lists currently used in the department i.e. the "X" list, pager schedule list, the "in classification" list, and any other lists to

reflect the seniority language in Article 4 – Seniority; Seniority shall be defined as length of continuous service within the bargaining unit." Until that time all lists currently used will remain in their current format.

ARTICLE 5 – NON-DISCRIMINATION – BULLETIN BOARDS – UNION ACTIVITIES

A. The provisions of this agreement shall be applied equally to all employees covered by this agreement without regard to race, color, national origin, sex, age or marital status. The City agrees not to interfere with the rights of employees to become members of the Union and there shall be no discrimination, interference, restraint, or coercion by the City or any City representative against any employee because of Union membership or because of any activity related to Union business which is not contrary to the provisions of this contract. The Union agrees to fairly represent without discrimination all members of the bargaining unit.

B. The City agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards. All notices, lists or other materials required by the terms of this agreement to be posted by the City shall be posted on these bulletin boards.

C. The City agrees that employees may, on City time and City premises, conduct the following Union activities: collect Union dues, fees or assessments (if not collected by the City), post notices, distribute literature, communicate with the City representatives on contract interpretation or application, investigate grievances of employees provided that such activities in the aggregate do not exceed four (4) man hours in any one week. Scheduled step 3 grievance hearings and arbitration hearings shall not be included in the four (4) hour time limitation.

D. Members of the Union negotiating team may, when negotiating sessions are scheduled during their assigned shift, participate in such sessions without loss of pay or other benefits, but shall not be compensated for negotiating outside of their assigned work schedule.

E. It is agreed that representatives of the Union, including local representatives, District Council or International representatives, shall have full and free access to the City's premises during working hours to conduct Union business. The Union shall furnish a list of such authorized Union representatives to the City Administrator, the Human Resources Director, and the Director of the Public Services Department.

F. Union activities on City time and City premises as allowed by this section shall be scheduled and conducted in a manner so as to minimize interference with the work of the department involved.

G. Elected Union Officials may, with no loss of pay, attend Union conventions or Union meetings for a total of five (5) man days per year, provided that at least ten (10) days' notice of intent to be absent for such purpose is given to the Director.

ARTICLE 6 – RIGHT TO LIVE OUTSIDE OF CITY LIMITS

Bargaining unit members who are hired after ~~February 1, 1984~~July 1, 2015 must reside ~~in one of the twenty two (22) cities/towns. Those are: Westbrook, Portland, South Portland, Scarborough, Gorham, Windham, Falmouth, Cape Elizabeth, Old Orchard, Saco, Buxton, Standish, Gray, Cumberland, North Yarmouth, Biddeford, Yarmouth, Freeport, Hollis, Raymond, Limington and Sebago.~~ within a 45 minute response time from their primary residence to the Public Services building at 371 Saco Street. Google Maps will be employed as the standard measurement instrument to determine commute time. Existing employees will be grandfathered to their current residence.

ARTICLE 7 – WORK HOURS

A. The basic workweek shall be five (5), eight (8) hour days, forty (40) hours per week, Monday through Friday. Each employee shall be scheduled to work on a regular work shift during the week but different employees may have different shifts. Work shifts shall be made known to the employees by posting and shall not be changed without at least seven (7) days prior notice.

B. Scheduling flexibility is allowed for street sweeping operations, during the prime sweeping season. If seven (7) day notice of the shift change for street sweeping operations is not given, the first day's work of the shift change will be paid at a time and one half. Any further night sweeping operations during the prime sweeping season will be paid at the night differential rate (article ~~18B~~18D). The time and one half rate will not apply to the return of the sweeper operator and truck driver to regular shift**.**

C. Assignments to shifts with hours between ~~6~~3:00 p.m. and ~~6~~7:00 a.m. shall be voluntary provided that if no employees within that classification accept the assignment, the City may assign the least senior employees in the classification to fill that shift. Night shift assignments shall be rotated every fourteen (14) days.

Employees reporting for scheduled shifts outside of their regular hours of work shall be paid a minimum of two (2) hours at time plus one half (1½) there regular hourly wage regardless of the start time.

~~C.~~D. Nothing herein shall be construed to limit the authority of the City to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the City has no control. Such

emergency assignments shall not extend beyond the period of such emergency. It is agreed that such emergency assignments are not intended to restrict or eliminate overtime.

D. In justice and fairness to the City of Westbrook and taxpayers, all employees shall be required to report to work on time, shall not leave the job early, shall be prompt in reporting to their assigned duties, and shall faithfully perform their duties. The City recognizes that, on occasion, circumstances beyond the employee's control may cause him/her to be absent from work for all or part of the day. In these situations, the employee should immediately (before the start of the employee's scheduled shift) notify his/her supervisor if he/she is unable to arrive at work on time or be at work when scheduled. Employees are required to call the supervisor at the Public Services Building afterattendance hotline **207-591-8146** prior to 6:30 a.m. and prior to 7:00 am, the start of their regular work shift to report absenteeismon the day of the absence and leave a recorded message as to the nature and duration of their absence. Failure to do so will make their absence ineligible for compensation and any time not worked must be taken unpaid. Employees will not call their Supervisor's cell phone to report absenteeism on a regular scheduled work shift. Calling out on the Supervisors cell phone will only be used as a last resort or in instances of scheduled overtime.

E.

E.F. During the construction season (April 15th to November 15th) the City has the ability to hold employees assigned to a specific task beyond their regular daily schedule up to a maximum of two (2) hours in order to complete the work assignment. Employees being held over must be notified by 12:00p.m. on the day in which they will be held over. Employees unable to work beyond their regularly scheduled shift or be held over due to a previously scheduled appointment will shall notify their supervisor by 7:00a.m.at the time the daily work assignment is communicated so crew changes can be made.

F.G. The following work hours will be observed:

1. 7:00 A.M. to 3:00 P.M.
2. A ten (10) minute rest period during the morning. The rest period shall be determined by the immediate supervisor and shall be scheduled at the middle of the morning working period when possible.
3. A twenty (20) minute lunch period taken at 11:30, unless work restrictions demand otherwise, during which a member may purchase and eat his/her lunch. During this period, no one shall return to the garage from a worksite, except at the discretion of the Director or his/her designee.
4. A ten (10) minute personal clean up period will be allowed on City time at the end of the work shift.
5. Employees, who, for any reason, work beyond their regular quitting time into the next shift, shall receive a fifteen (15) minute rest period before they start to work on such next shift; however, this break need not be granted during periods of emergency operations affecting the health, safety and property of the citizens.

ARTICLE 8 – VACANCIES

A. "Permanent Vacancies" are: (1) positions newly created by the City to which no one has yet been appointed; or (2) existing positions which are not currently filled because of retirement or other termination of the employee holding that position.

B. "Temporary Vacancies" are existing positions that are not filled currently because of temporary illness, disability, or other temporary absence of the employee assigned to that position.

C. When posted, vacancies shall be designated as either Permanent or Temporary. In the event that the City makes a decision not to fill a vacancy, the Union shall be given the reason(s) in writing, within ten (10) days after the vacancy is created.

D. Permanent vacancies will be posted for ten (10) calendar days. Such posting shall include the job title and a copy of any job description for the position. Employees in the bargaining unit may apply for the vacancy by ~~completing~~ submitting a ~~job application form~~cover letter and updated resume within the ten (10) day posting period. All qualified bargaining unit members who complete an application shall be granted an interview prior to interviewing external candidates.

E. The City reserves the right to fill the position with the applicant it deems most qualified for the position. Between equally qualified applicants, current employees will be given preference. Seniority will prevail between two equally qualified current employees. The City shall notify any in house unsuccessful applicants for the permanent vacancies before posting the name of the successful applicant.

F. The qualifications for filling permanent vacancies shall be based on the applicant's relevant experience, education, ~~physical fitness to perform the work~~ability to perform all essential functions of the job, and work history for up to 3 years including absenteeism, disciplinary problems, former employer recommendations, and previous job performance evaluations. These four factors shall be given equal weight.

G. Appointments of existing employees to permanent vacancies shall be subject to a six (6) month evaluation review period. An employee may request to return to his/her former position in writing within the first sixty (60) calendar days of appointment to the position, or should the City become convinced, within sixty (60) calendar days of the employee's appointment, that the employee cannot fulfill the requirements of the job, then the reason therefore shall be put in writing, his or her president notified, and the employee shall be returned to his former job without loss of seniority.

H. Temporary vacancies will be filled only when deemed necessary by the Department Director. Vacancies will be filled by the temporary transfer of that employee determined by the Director to be best qualified, based on the transferee's experience and ability to perform the work. An employee temporarily transferred will remain in that position until the absent employee returns and can fully perform his duties in his classification as determined by the Director; or until that vacancy becomes a permanent vacancy through termination of the absent employee; or the position is eliminated, at which time the transferee will return to his/her former position.

I. Employees filling a vacancy in a higher classification within the Public Services Union shall be paid the higher classification pay rate for as long as he or she fills that position.

An employee who works in a higher classification will be paid at the higher rate for the entire work day. A Lead person or other bargaining unit member, who is placed in a non-bargaining unit supervisory position by the director will be paid an additional seventy-five ($.75) cents per hour above their normal rate of pay for the hours worked when filling in for periods of four (4) or more consecutive workdays, with payment being made retroactive to the first day.

ARTICLE 9 – PERSONNEL FILES

An individual personnel file shall be kept on all employees of the department, and a copy of all items placed in the file shall be given to the employee upon request. An employee may inspect his/her file at any time during working hours with reasonable notice, and may request corrections of any errors or omissions. As required by Title 30-A M.R.S.A. Section 2702, personnel files are otherwise confidential, and information therein shall be released only in accordance with law and/or with the written authorization of the employee.

ARTICLE 10 - SAFETY COMMITTEE

The Public Services Department will have a Safety Committee. The City's representative to the Committee shall be the Department Head or his/her designee. The Union members from their respective divisions will choose the Union's representatives. The Committee shall make advisory recommendations to the Department Head concerning the safety procedures and training within the department. The Committee shall meet on a quarterly basis. The Committee shall be responsible for modifying, communicating, and monitoring the Public Services Department safety manual. Employees will familiarize themselves and adhere to all federal and state safety regulations.

ARTICLE 11 – LAY-OFFS & REHIRING – BUMPING RIGHTS

A. In the event that any departmental activity is eliminated or otherwise curtailed by the City which action results in the reduction of the number of employees determined by the City to be necessary, lay-offs will be made in the order of inverse seniority, provided that temporary, part-time and probationary employees shall be laid off before permanent employees.

B. Employees whose positions are eliminated shall have the right to replace any employee with less seniority in an equal or lower job classification, if qualified for that job classification or has held that position in the Department within the last five (5) years. Employees thus bumped from their positions shall, if qualified, have the right to bump less senior employees in equal or lower job classifications.

C. No new employee shall be hired until any qualified employee on lay-off status has been given an opportunity to fill the vacancy. Employees on lay-off status desiring to return to work, and who are qualified for the vacancy shall be rehired according to seniority.

D. The right of a laid-off employee to be rehired, if qualified, to fill a vacancy shall continue for a period of eighteen (18) months from the date of lay-off; provided the employee during that period has not resigned and provided that the employee notifies the City of continued interest each six (6) months. The employee will be notified, in writing, of this requirement at the time of lay-off. Notice of recall shall be sent certified mail, return receipt requested, to the employees address.

E. The term "qualified", as used in this Article, means that the employee or applicant meets the minimum requirements of the job description with respect to what is variously listed in the job descriptions as "qualifications," "pre-qualifications," and "desirable experience and training." It is specifically understood that if these objective criteria are met, seniority shall control in the exercise of the rights provided in this article.

ARTICLE 12 – DISCIPLINE

A. No bargaining unit member shall be disciplined by the City without just cause. Just cause may include, but is not limited to, the following: Violation of any work or safety rules established by the City; insubordination; neglect of duty; negligent performance of duty; failure to report to work without prompt notice and without good cause; violation of the sick leave provisions of this contract; theft or destruction of City property; sleeping on duty; dishonesty; coming to work under the influence of drugs or alcohol, or consuming alcohol or taking drugs on the job (except those drugs authorized by a physician~~)~~ with notice of such being given to the Director); and the assault, threatening, harassment, or other act of intimidation of a co-worker, supervisor, or citizen.

B. Disciplinary action ~~shall~~ may include the following: oral reprimand, written reprimand, suspension, demotion, and discharge. The employee shall receive a copy of any disciplinary document.

C. The City agrees to apply the principles of progressive discipline, except in the event of a major violation or offense. Disciplinary demotion shall not result in the lay-off, demotion, or discharge of other employees.

D. No employee shall be suspended without pay, demoted, or discharged, except upon written notice, stating the reasons therefore, except in cases of gross misconduct, or where the Director, or designee determines that the employee's continued presence on the job represents a potential danger to persons or property, or would interfere with the operations or safety of the Department in which case the employee shall be placed on administrative paid leave pending a due process hearing so long as the employee can meet the essential requirements of their position. In the event that such disciplinary action is contemplated by the City, either written disciplinary notice or a written memorandum of intent to impose discipline shall be given to the employee and a Union officer within ~~five~~ fifteen (15) work days of ~~the~~ management being made aware of the provoking incident, unless exigent circumstances require extended investigation and/or confidentiality.

E. The City, before imposing any of the above disciplinary measures beyond written reprimand, shall conduct an investigation at which time the employee and/or the Union shall be given reasonable opportunity to confront his/her accuser and to respond to

allegations. The Union and/or the employee shall have the right to challenge any disciplinary action through the grievance procedure as set fourth in Article 13. Notice of all disciplinary action will be given to the employee and shop steward.

F. The employee shall have the right to challenge any of the foregoing disciplinary actions through the contract grievance procedures.

G. If the City has reason to reprimand, demote, suspend, or discharge an employee, such action shall be done in a manner that will not embarrass the employee before other employees or the public.

H. Should the City choose to stay disciplinary action during the pendency of contract grievance procedures, any such discipline must be implemented by written notice to the employee and Union within thirty (30) days after the disciplinary action becomes final.

I. Any **discipline up to and including** ~~letter of~~ **written** reprimand, ~~of a minor nature~~, in an employee's personnel file shall not become the basis for further disciplinary action or to increase the severity of any disciplinary action taken against the employee ~~will be removed from the file~~ after eighteen (18) months from the date of issuance of the letter of reprimand.~~, and a~~

Formatted: Left

Any ~~letter of~~ **written** reprimand ~~of a~~ ~~major nature,~~ shall not become the basis for further disciplinary action or to increase the severity of any disciplinary action taken against the employee~~shall be removed from the employee's file~~ after ~~twenty-four (24)~~ **eighteen months (18~~8~~)** months, providing there being no recurrence of the type or kind of conduct giving rise to the original ~~letter of~~ **written** reprimand ~~or~~. ~~suspension or any disciplinary action of a more serious nature in the intervening period.~~

Formatted: Left, Indent: Left: 0.25", No bullets or numbering

J. Any suspension shall not become the basis for further disciplinary action or to increase the severity of any disciplinary action taken against the employee after twenty-four (24) months, providing there being no recurrence of the type or kind of conduct giving rise to the original suspension in the intervening period.

Formatted: Left, Indent: Left: 0.25", No bullets or numbering

The City retains the right to maintain records of grievance proceedings including arbitration information and rulings for as long as it deems necessary. Records **of discipline up to and including a written warning** maintained by the City for more than ~~24~~ **eighteen months (18~~8~~)** months shall not become the basis for further disciplinary action or to increase the severity of any disciplinary action taken against the employee.

~~I.~~

ARTICLE 13 – DISPUTE RESOLUTIONS

A. For purposes of this agreement, a grievance is defined as a dispute between the parties as to the meaning or application of a specific term or provision of this contract. Any written grievance submitted shall specifically identify the Article, Clause, Section and alleged violation and the precise remedial action requested.

B. The following procedure shall be used in the handling of grievances provided that time limits may be extended by mutual consent of the parties; such extension requests and responses to the same shall be in writing and copies shall be forwarded to all the parties involved:

Step 1. An employee and/or the shop steward shall present the grievance orally to the employee's immediate supervisor within ten (10) working days of the act or omission giving rise to the grievance or within ten (10) working days from the time the employee should reasonably have been aware of the grievance. The supervisor shall respond within 10 working days.

Step 2. If the grievance is not satisfactorily settled at Step 1, a written grievance may be filed within ten (10) working days from the date when the Step 1 response is rendered or due, whichever comes first.

The Department Head shall hold a hearing on the grievance within ten (10) working days from receipt of the grievance. The employee and/or shop steward shall be given an opportunity to present their case and to respond to any evidence or allegations of the City.

The Department Head shall issue a written response to the Step 2 grievance within ten (10) working days after the hearing.

Step 3. If the grievance is not satisfactorily settled at Step 2, the employee and/or Union may request a Step 3 hearing with the Administrator or his/her Designee within ten (10) working days of the date the Step 2 response is due. The Step 3 hearing shall be held within twenty (20) working days.

The Administrator or his/her Designee shall respond in writing to the Union President and the employee within twenty (20) working days of the Step 3 hearing.

Step 4. If the dispute remains unresolved, the employee and/or the Union may, within twenty (20) working days after the Step 3 response is due request in writing that the dispute be submitted to arbitration in accordance with the following:

a. The parties shall within ten (10) working days of the request for arbitration, mutually agree on an arbitrator. If the parties fail to mutually agree on an arbitrator, the requesting party shall make application to the Maine Board of Arbitration and Conciliation, in accordance with that agency's rules.

b. Expenses for the arbitrator and arbitration proceedings shall be divided equally between the parties. Each party shall bear the expense of preparing and presenting its own case including payment of its representatives and witnesses. A verbatim record may be made at the expense of the requesting party. A copy of such record shall be made available to the other party and the arbitrator.

c. The decision of the arbitrator shall be final and binding on both parties provided the arbitrator complies with the following:

(1) The authority of the arbitrator is limited to disposing of the precise issue submitted.

(2) If either party raises the issue of arbitrability, the arbitrator shall make a preliminary ruling on the issue subject to appeal by either party to a court of competent jurisdiction.

(3) The arbitrator's decision shall be consistent with the laws of the State Of Maine.

(4) The arbitrator shall have no authority to alter or add to any terms of this contract or to impose on the City any duty, responsibility or limitation not expressly set forth in this contract.

C. The City shall have the right to process grievances beginning at Step 3 through arbitration in accordance with Section B.

D. Grievances involving disciplinary action, lay-offs, demotions, transfers, shall be subject to the grievance procedure, but no arbitrator shall have the power to over rule the decision of the City unless he/she finds that the City acted arbitrarily, in bad faith, without reason and in violation of the specific terms of this agreement

E. To provide for the mutual resolution of conflicts involving Federal, State or local laws, regulations and rules which affect the employees of the Departments, the Union may process grievances concerning such laws, regulations or rules through Step 3 of the grievance procedure established in this Article. Such grievances are not subject to Step 4 (arbitration) of the grievance procedure.

F. Periodically, at a time agreeable to both the Union and the City, a committee of three, representing the union, shall meet with the management of the City of Westbrook for the purpose of reviewing matters of mutual interest, with the intent to eliminate problems before they become grievances, and to further report on conditions of a nature important to the contract.

G. There shall be an appeal process established for disputes concerning performance evaluations. The parties will negotiate the appeals process.

ARTICLE 14 – MANAGEMENT RIGHTS

A. The Union acknowledges that the City possesses the sole right to operate and manage the Public Services Department and to direct the workforce of this department. The rights, powers and authority necessary to carry out the City's responsibilities and missions shall be limited only by the specific and express terms of this Agreement.

B. These rights and powers include but are not limited to the authority to:

1. Determine the missions and objectives of the department.
2. Determine the methods, means and number of personnel needed to carry out the departmental responsibilities, including the right to reduce the workforce by lay-offs and/or attrition, and to subcontract or contract out any of the City's work, where such action is deemed in the best interest of the City. The City agrees that it will not lay-off employees as a result of contracting out but it may reduce the work force by attrition.
3. Introduce new or improved methods, schedules, operations or facilities. The City will provide appropriate training for employees where new equipment, methods or facilities are introduced.
4. Establish entry level and in-service training programs.

C. The City agrees that, where practicable and except in cases of emergency, it shall inform the Union prior to the exercise of the above-enumerated rights and powers and shall consider the suggestions of the Union with respect thereto. The City shall give at least two (2) weeks notice of its intent to contract out work or to make other operational changes, which may result in the reduction of forces.

D. The City may adopt work rules for the operation of the departments and the conduct of its employees provided such rules do not conflict with the express written provisions of this agreement.

E. When existing work rules are changed or new rules are established, they shall be posted prominently on all bulletin boards to become effective ten (10) days after posting. A copy will be sent to Council 93, AFSCME to the attention of the Field Representative serving this area. During said ten (10) day period the City will, upon request, meet with the Union and consider any suggestions relating to the proposed rule or rules.

F. Disputes regarding all alleged conflict between proposed rules and this Agreement are subject to the grievance procedures established in Article 13, provided that Step 1 is commenced within ten (10) working days after the ten day posting period.

G. Performance evaluations will be conducted for each employee when they reach their six (6) month probationary period after being hired or promoted, and thereafter, annually on the employee's anniversary date.

Evaluations are management's coaching tool and will be performed for employee feedback and not for discipline. In the case an employee disagrees with an evaluation they may appeal the evaluation to the Director and next to the Mayor's office however performance evaluations will not be subject to the grievance procedure. Employees will be provided the opportunity to include feedback and comments in response to performance evaluations.

Formatted: Centered

ARTICLE 15 - NO STRIKES OR LOCKOUTS

Formatted: Centered

This Union agrees there shall be no strikes, slow downs or any interference with the efficient management of the Public Services Department, and the City agrees that there will be no lock out during the life of this Agreement.

ARTICLE 16 - PROTECTION OF PROPERTY AND EQUIPMENT

It shall be the responsibility of any employee having custody of any equipment and/or property to see that it is properly cared for, kept clean, and returned to its place of storage.

ARTICLE 17 - OVERTIME AND CALL BACK

A. Employees shall be paid time and one half for all hours worked beyond eight (8) hours of actual work at straight time in any one (1) day or forty 40 hours of actual work at straight time in any one (1) week. Actual time worked shall include holidays for which an employee is compensated whether he or she worked that day or not. Actual time worked shall include vacation leave. Time spent at Workers Compensation related doctors' appointments during the regular work shift shall also count as time worked for the purpose of calculating overtime; however, employees are expected to make every effort to schedule such appointments outside of the regular work shift whenever possible to avoid disruption to operations~~ and approved Worker's Compensation Leave~~. ~~**Time spent on doctor's visits, for non-work related medical issues, during work hours that could not be scheduled during off work hours, that are compensated by comp timesick time , and the employee returns to work, shall count as hours worked for the purpose of overtime.**~~ **Time spent on doctor's visits, for non-work related medical issues, during work hours that could not be scheduled during off hours, that are compensated by comp time, and the employee returns to work, shall count as hours worked for the purpose of overtime.**

B. Non-emergency work to be performed outside of the regular work shift shall be assigned as equitably within classifications as is practicable. However, the City reserves the right to make specific assignments where it deems a particular employee because of prior work assignments or special knowledge or skills, is best suited to perform a certain job or jobs.

C. Except where a specific assignment is made, such non-emergency assignments outside of regular work shift shall be made according to the Non-Emergency Overtime Procedure, ~~dated May 3, 2002,~~ which is attached hereto as "Appendix B." An employee who signs the volunteer list shall be available for overtime assignments during that week.

~~D.~~ For regularly scheduled pumping station weekend work, the employee ~~will receive~~shall be paid a minimum of four -(4) hours pay at the rate of time and one half, which shall not count as actual hours worked for the purpose of overtime computation. Hours of work for regularly scheduled pumping station overtime work shall begin no earlier than 6:00 a.m., nor later than 8:00 a.m. The employee must use the time clock and a city vehicle. ~~Pump station attendants shall be paid for four (4) hours at time and one half, which shall not count as actual hours worked for the purpose of overtime computation.~~ In the event that a second assignment is scheduled that day, no split shifting shall take place: i.e., those personnel required to work both assignments shall work and be compensated at the overtime rate from the start of the first job to the end of the second. In the event of a second assignment, the Director and/or Operations Supervisors are authorized to have such personnel work the full period for which they are compensated.

Employees who work scheduled burial overtime may leave after completion of burial

Formatted: Left, Outline numbered + Level: 1 + Numbering Style: A, B, C, … + Start at: 5 + Alignment: Left + Aligned at: 0" + Tab after: 0.25" + Indent at: 0.25"

Comment [CY1]: Duplicate sentence

duties and shall be paid four (4) hours of pay at time and one half. In the event that a second assignment or call back is required that day, in addition to the burial assignment, no split shifting shall take place: i.e., those personnel required to work both assignments shall work and be compensated at the overtime rate from the start of the first job to the end of the second. In the event of a second assignment, the Director and/or Operations Supervisors are authorized to have such personnel work the full period for which they are compensated.

~~For street sweeping operations, EOI's and EOII's will be placed on a combined overtime list by seniority. Employees will be called from the list in rotation for street sweeping/loader overtime assignments.~~

E. Notwithstanding the foregoing, the City may, during emergency situations, including but not limited to snow, ice, or rainstorms, call back such employees, as it deems necessary to deal with the situation. Employees so called back must return to work unless excused by the Director and/or Operations Supervisor. Callback shall include hold over from the regular shift provided that the employee shall be given fifteen 15-minute rest periods at the end of his or her regular work shift.

F. Employees called back pursuant to this subsection shall be, ~~regardless of start time,~~ guaranteed a minimum of three (3) ~~four (4)~~ hours pay at time and one half, provided the city may assign additional work during a call back where it determines that such work is not regularly scheduled work and there exists a current need to get this work done to meet the needs of the City, and in emergency situations. ~~The three (3) hour minimum guarantee only applies where such callback hours result in hours worked which are not annexed consecutively to the employees regular shift.~~ Call-in hours will not be applied toward the regular eight (8) hour shift. ~~Employees called back to work during the winter season (November 15th and April 15th) will be guaranteed a minimum of four (4) hours at time and one half.~~

~~E. An employee who responds to a call back within three (3) hours of the start of his/her regular shift and remains until the start of their shift, shall be paid time plus one half for hours actually worked plus one additional hour at time plus one-half. Employees held over beyond their regular shift shall be paid time and one-half for the hours worked. Hours for which the employee is compensated at the rate of time and one-half shall not count as actual hours worked for the purpose of overtime computation.~~

~~F. A second call back within the initial three (3) hour periods shall not result in additional callback pay. Hours worked beyond the initial three (3) hour periods will be at time and one half, if outside the employee's scheduled shift. If the employee is unavailable for a second call back within the initial three (3) hour period, which results in the callback of a second employee to handle the work, the first employee shall not receive the three (3) hour minimum but only the time actually worked.~~

G. The following resources will be utilized in no particular order ~~I~~in cases when the Public Services Department ~~needs to recall personnel~~ experiences a need for supplemental help

from sources other than the Street Division for supplemental help the following will apply:

1. Regular, Probationary, Outside Contractors, and Part Time employees of the Street Division.,

2. Regular and then Probationary employees of the Wastewater Division. Recalls of employees from the Wastewater division will be coordinated through the Wastewater manager, supervisor or Director of Engineering and Code Enforcement.

3. Regular and then Probationary employees of the , Technicians Division

4. Regular and then Probationary employees of the Public Safety Tech Division , and other AFSCME members.

It is understood that there may be times when employees of the Street Division have not yet been recalled for the purposes of strategic planning for the event while other members of the bargaining unit divisions are recalled to work.

H. The City has adopted the concept of rotating the four (4) on-call winter operations assignments, on a weekly basis among those who are appropriately qualified and who are eligible for such work within the Public Services Department. (see Appendix C). This does not include Equipment Technicians, and System Operators. During the time an employee is serving in one of the four on-call assignments, he/she will be provided a pager by the City, and shall be required to carry it and respond immediately upon being paged.

In addition, effective upon the opening of the new consolidated Public Services/Transportation facility, one pager will be assigned to the Public Safety Equipment Technician year round and the Equipment Technician(s) assigned to Public Services will carry a rotating pager between November 15th and April 15th. This pager will be rotated among all Equipment Technicians, Equipment Technician Lead Person(s), and Public Safety Equipment Technician Lead Person(s) year round. Equipment Technicians who will be allowed to swap pager assignment with each other.

I. One pager will also be rotated in the Waste Water Division year round.

In addition, one pager will be assigned to the Public Safety Equipment Technician year round and the Equipment Technician(s) assigned to Public Services will carry a rotating pager between November 15th and April 15th. This pager will be rotated among all Public Services Equipment Technicians. Equipment Technicians will be allowed to swap pager assignment with each other. One pager will be rotated in the Waste Water Division year-round. For each day that an employee serves in one of such the above on-call positions, he/she shall receive additional compensation of thirteen dollars ($13.00) per day commencing January 1, 2013. Such compensation will be in addition to the employee's hourly compensation for any hours worked or any "call-in" pay. Commencing January 1, 2014, the compensation for those carrying such pagers shall

Formatted: Indent: Left: 0.5", Right: 0.5", No bullets or numbering

Formatted: Indent: Left: 0.25", No bullets or numbering

Formatted: Indent: Left: 0.07", Hanging: 0.25", Right: 0.04", Space Before: 0 pt, After: 0 pt, Line spacing: Exactly 13.8 pt, No bullets or numbering

increase to fourteen dollars ($14.00) per day. Effective January 1, 2015, this compensation shall be fifteen dollars ($15.00) per day. Effective July 1, 2016**8**, this compensation shall increase to sixteen **eighteen** dollars ($16**8**.00) per day. Effective July 1, 2017**9**, this compensation shall increase to seventeen **nineteen** ($17**9**.00) per day. **Effective July 1, 2020, this compensation shall increase to twenty ($20.00) per day**

J.I. Employees may earn and accrue up to a maximum of thirty-sixforty-eight (36**48**) **fifty four (54)** hours of non-replenishable compensatory time in lieu of payment for overtime hours worked. Use of said compensatory time is subject to the following:

1. The City has the authority to deny the use of compensatory time, depending on available personnel, so as not to interfere with normal work flow requirements.
2. No overtime shall be created by the scheduling of said compensatory time off.
3. Use of compensatory time off shall be approved and used on a "first come, first served" basis.
4. Employees will be allowed to schedule accrued compensatory time permitted they submit the request at least 48 hours in advance of the absence.
5. All accrued, unused compensatory time off shall be cashed out by December 15th of each year.

K. It is agreed that normally in the allocation of overtime, probationary employees assigned to a job will be allowed to remain on the job in the same manner as the permanent employees.

J.

L.K. In the event that an employee is overlooked, for an overtime assignment, the parties agree that the grievance procedures will not **may** be employed, except where there has been a willful violation by the City or supervising personnel. To correct the omission, City and Union agree that the employee will be offered an offsetting work opportunity, by assigning him/her as an extra crewperson on a non-emergency overtime job, for work within the scope of the employee's duties. The assignment must be scheduled when mutually agreeable to the employee and the Director, but not more than 30 days after the oversight or the opportunity will be lost.

K Reporting Pay. An employee who has reported to work for a scheduled overtime assignment and the employee is no longer needed to fill the assignment will be paid two (2) hours pay at the time and one half rate.

L. Employees shall receive a lump sum payment of one hundred dollars ($100.00) at the start of the Winter Operational Season to cover meals.

ARTICLE 18 - JOB CLASSIFICATION AND PAY SCALE

A. Those employees holding the following job classifications shall be included in the bargaining unit after a six (6)-month probationary period.

Equipment Operator I ~~Technician Helper~~	Systems Operator I ~~Equipment~~
Equipment Operator II~~** Equipment Technician~~	Systems Operator II
Equipment Technician	Systems Operator III
Equipment Technician Lead Person	Systems Operator Lead Person~~*** (formerly Mechanic)~~
Public Safety Equipment Technician Lead Person	
~~Laborer I*~~	~~Equipment Technician Leadperson~~
	~~Systems Operator I (formerly Sewer Aide I)~~
~~Laborer II~~	~~Systems Operator II (formerly Sewer Aide II)~~
	~~Systems Operator III (formerly Sewer Aide III)~~
	~~Systems Operator Lead Person (formerly Sewer Lead Person)~~
	~~Crew Chief~~

B. Following execution of this Agreement by the parties, the employees of the Public Services Unit shall receive those wages set forth in the attached Appendix A, during the term of the contract.

C. Employees will receive their Step raises on the date of their full-time employment anniversary with the Public Services Department. Newly hired employees will generally start ~~at Step 1~~ on the base step of the appropriate grade for the position for which they are hired;~~.~~ ~~H~~however, ~~the parties agree that a new hire may be placed at a higher step, based on relevant experience, provided that other employees in the same job classification are at least the same level. If they are not, then such current employees must be moved to the same pay step as the new hire. The parties further agree that, until July 1, 2004, new hires will not be placed higher than the 10 year step; and, thereafter, will not be placed any higher than the 15 year step.~~based on relevant experience and qualifications, new employees may be hired up to the six (6) year step with no adjustment to other employees in the same job classification. If a new employee is hired above the six (6) year step, all existing employees below Step 6 in the same job classification will be immediately advanced one (1) step above their current rate.

D. ~~Commencing January 1, 2013~~ Employees whose assigned shift includes hours after ~~4~~3:00 p.m. and before 7:00 a.m. shall be paid a four dollars ($4.00) per hour wage differential, added to the base hourly wage for all hours worked as part of their assigned shift between 3:~~30~~ 00 p.m. and 7:00 a.m.

~~E. In previous collective bargaining agreements both parties acknowledged that the lead person positions assumed additional responsibilities, including, but not limited to, those that may have been performed by employees outside of this bargaining unit, by~~

Formatted: Indent: Left: 0.25", No bullets or numbering

Formatted: Left

Formatted: Left, Indent: Left: 0", First line: 0.25"

Formatted: Left

Formatted: Left, Indent: Left: 0.25"

Formatted: Indent: Left: 1.75", First line: 0.25"

Formatted: Indent: Left: 0.25"

consultants, and by management. The City further agreed to provide additional training and other resources to assist lead persons in fulfilling their responsibilities. Lead persons shall receive a personalized, written plan of training within his/her Division.

F. The parties agree to work to eliminate the laborers classification. To begin this process, the Union and City agree that:

1. EOI's will be hired for any new vacancies.

2. Current laborers will be grandfathered, subject to their desires

3. Department laborers will be allowed to upgrade skills to EOI upon creation and implementation of a new job description.

4. Affected employees will make themselves available to assist other operations covered by this Agreement; and to observe the working rules and conditions for those operations.

E. 5. The City shall maintain a Laborer I Classification solely for the purpose of dealing with substance abuse and performance management issues.

Formatted: Numbered + Level: 1 + Numbering Style: A, B, C, … + Start at: 1 + Alignment: Left + Aligned at: 0" + Indent at: 0.25"

Formatted: Don't add space between paragraphs of the same style, Numbered + Level: 1 + Numbering Style: A, B, C, … + Start at: 1 + Alignment: Left + Aligned at: 0" + Indent at: 0.25"

ARTICLE 19 - VACATION

A. All Public Services Department personnel covered by this Agreement shall be entitled to ten (10) days vacation each year with full pay after having served not less than one (1) year in the department. Vacations shall be scheduled and approved in advance by the department heads, and shall be taken in the succeeding fifty-two (52) week period following attainment of each successive anniversary date. Vacation time will be earned Saccordingubject to the foregoing scheduling and anniversary date attainmentaccrual table below:

Upon Attaining Anniversary Of:	Weekly Accrual Rate		Monthly Accrual Rate		Annual Accrual Rate	
Hire	1.54	hours/week	6.67	hours/month	80	Hours/Year
5 Years	2.31	hours/week	10.00	hours/month	120	Hours/Year
10 Years	3.08	hours/week	13.33	hours/month	160	Hours/Year
15 Years	3.23	hours/week	14.00	hours/month	168	Hours/Year
18 Years	3.38	hours/week	14.67	hours/month	176	Hours/Year
20 Years	3.85	hours/week	16.67	hours/month	200	Hours/Year

Formatted Table

A. , personnel shall be entitled to fifteen (15) days vacation with full pay after having served not less than five (5) years in the department, twenty (20) days vacation with full pay after having served not less than ten (10) years in the department, and twenty one (21) vacation days after having served not less served not less than fifteen (15) years in the department, and twenty two (22) vacation days after having not served less than eighteen (18) years and twenty five (25) vacation days after having served not less than twenty (20) years.

Formatted: Space After: 12 pt

B. ~~Commencing July 1, 2003, as each u~~Unit members ~~reaches his/her anniversary day, and receives the allotted days of accrued vacation set forth in Section A, he/she thereafter~~ will receive vacation~~ based on the monthly accrual basis~~, pro-rated in accordance with the above annual schedule set forth in Section A. ~~During the phase-in of the monthly accrual method, members shall be allowed to carry forward unused vacation time. At the end of a one-year transition period, following each member's anniversary date (after July 1, 2003), v~~Vacation balances will be capped at 25 days (200 hours).~~;~~ Any hours in excess of the maximum on January 1st each year shall be lost. ~~or otherwise will be lost~~. ~~Those unit members who will receive the maximum 25 days of vacation on their next anniversary date (following July 1, 2003) will be allowed to maintain a higher maximum balance of 30 vacation days, as of their next anniversary date. However, this maximum balance shall be reduced to no more than the 25 day cap, as of June 30, 2005. The monthly accrual method will be used for those hired after July 1, 2003.~~ For new hires, vacation will begin accruing from date of hire; however, no vacation will be allowed during the probationary period.

~~B.~~ Employees may cash in up to 120 hours of accrued vacation time during the first pay period in December each year, provided the employee has taken at least 80 hours of accrued vacation time away from work during the prior twelve (12) months (December 1 – November 30).

C. If an observed holiday occurs during the week in which an employee is actually on scheduled vacation, the employee will not be charged a vacation day, for the day of the observed holiday. Sick leave or official leave of absence shall not constitute a break in the service record for the purpose of computation of vacation accrual.

D. ~~**All pre-approved vacation shall be uninterrupted unless noted on the vacation form that the employee chooses to be call-in to work**~~. Single day vacation time may not be scheduled more than three (3) weeks in advance. Requests for vacation time in excess of 4 hours must be submitted 48 hours in advance of the time off except in cases of emergency.

~~D.~~E. During the winter season, one employee per week may take an uninterrupted week of vacation, with the approval of the Director. **During the winter season uninterrupted time off of less than one week may be taken with the approval of the Director, this time off shall be based on first come first served**. Such approval**'s** shall not be arbitrarily denied. Vacation approval remains at the sole discretion of management and shall be based on the staffing levels and work flow requirements of the Department. Employees shall request the time off pursuant to the current time requests. At no time will more than 5 employees be permitted to be absent from work in the street division. Absences will include employees on ~~workers compensation,~~involuntary leaves of absence, pre-approved vacation leaves, compensatory time, and vacancies.~~;~~ ~~e~~Each instance will be limited to a period of ~~forty-five~~thirty (~~45~~30) calendar days. The cap on the number of employees permitted off at one time may be waived, at the Director's discretion, on ~~the day after Thanksgiving and~~ Christmas-eve.

~~E.~~F. Vacations shall be chosen on a seniority basis. Seniority will rule until vacation list are posted March 31. After March 31, vacation dates will be opened to personnel as they are received.

Formatted: Space Before: 12 pt

Formatted: Indent: Left: 0.25", Space Before: 12 pt, No bullets or numbering

F. Employees who are separated ~~in good standing~~ from the city shall submit a written notice fourteen (14) days in advance of the last day of actual work and shall be paid the wage equivalent of the accrued vacation to their credit at the time of separation. In the event that an employees covered by this agreement dies during the term of this agreement, his/her accrued vacation benefits, if any, shall be paid in wage equivalent to, first his/her spouse, and the to his/her child or children.

~~G. Effective July 1, 2007, employees may cash in vacation accrued in excess of two (2) weeks in the first pay period in December of each year.~~

Comment [CY2]: Moved to Section B

ARTICLE 20 - HOLIDAYS

A. The following holidays shall be paid holidays for the members of the unit, including probationary members: New Years Day, Martin Luther King Jr. Day, Washington's Birthday, Patriots Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, ~~**beginning with year two of the contract Day after Thanksgiving,**~~ Christmas Day, and one (1) floating holiday to be determined by the mutual consent of the employee and the Department Head. Except that a probationary employee shall not take his/her floating holiday during the probationary period. Holidays shall be designated by the Mayor ~~prior to January 1 of each year~~ and shall be in accordance with either State of Maine observance or Federal observance. The City agrees that if a new Federal holiday is declared, employees shall be granted said holiday. For calendar year 2019 AFSCME unit members will be off on paid holiday the Day after Thanksgiving, in addition to the one (1) floating holiday. Beginning January 1, 2020 the Day after Thanksgiving will become a regular paid holiday and the one (1) floating holiday will be eliminated.

B. An employee who works on a holiday shall be paid ~~time and one half his hourly rate for those hours worked in addition to receiving his/her regular holiday pay. An employee who works on Thanksgiving Day, Christmas Day, or New Years Day shall be paid~~ double time his/her hourly rate for those hours worked in addition to receiving his/her regular holiday pay. The holiday premiums in this provision shall not form the basis for further overtime pay.

ARTICLE 21 - SICK LEAVE

A. Employees shall be allowed twelve (12) days a year sick leave, earned at the rate of 1.85 hours per week. For employees hired prior to July 1, 1997, any portion of the 12 month period from December 1 – November 30 sick leave accrual, less what has been taken during that 12 month period, ~~shall~~ may be refunded in monetary payment on the second pay period in December of each year or carried over from year to year up to a maximum of ~~one~~ eight hundred (~~100~~800) ~~days~~hours. The employee shall notify the

payroll clerk in writing prior to December of each year if electing the cash-in option, otherwise the time will be carried over.

~~A.~~ Employees hired after July 1, 1997 shall not be eligible for this annual sick leave cash in. ~~The employee shall notify the payroll clerk prior to December of each year, the option they have chosen.~~

Formatted: Indent: Left: 0.25", No bullets or numbering

~~B. For existing employees as of the February 1, 1984 contract date, earned sick leave on the city records shall be frozen at those levels and may only be used if the employee is out longer than the days accrued in the year to date.~~

~~C.~~B. All eligible employees hired prior to July 1, 1997 will be required to maintain at least ~~twenty-five~~two hundred (~~25~~200) ~~days~~ hours of accumulated sick leave on the books prior to being eligible to cash in sick leave.

~~D.~~C. Employees hired after July 1, 1997 with an accrued sick leave balance of at least 600 hours on December 1st, may elect to have up to 50% of their earned but unused sick leave from the prior 12 month period (December 1 – November 30) refunded to them in monetary value in the second pay period in December.

~~E.~~D. Upon separation, all employees, regardless of date of hire, shall receive a pro rate of sick leave days that the employee has on the books, based on the following schedule, and subject to any other provisions of this contract:

~~Sickdays~~ Sick Hours On The Books	Cash Value %
Less than ~~25~~200	25%
~~26-60~~201 – 480	50%
~~61-85~~481 – 680	75%
~~86-100~~681 – 800	100%

~~F.~~E. To receive the cash value of the unused sick leave, the employee must have had at least five (5) years of uninterrupted service to the city and left in good standing (not terminated).

~~G.~~F. Employees, who do not use any sick leave in the previous 12 months (December 1 – November 30), will receive an attendance bonus of $200 ~~as of~~during the 1st ~~week~~ pay period in ~~of~~ December. **Effective the second year of the contract attendance bonus is increased to four hundred dollars ($400.00~~This~~)** This incentive is in addition to other sick leave provisions contained in this collective bargaining agreement.

~~H. Employees who separate employment with the City in good standing who have a minimum of 10 years of service to the City and are at least 50 years of age will contribute 100% of their eligible sick leave pay out to their retirement health savings plan (RHS).~~

~~I.~~G. The City recognizes and will comply with the requirements of the Maine Act to Care for Families. As such, ~~A~~an employee may charge up to five (5) days/forty (40) hours in any calendar year of his/her sick leave accumulation to "family" illness, where

a parent, spouse, or child is ill and the employee's presence at home is necessary for their care, provided that all other requirements of this Article shall apply. ~~This time shall be considered "non-critical illness in the family" in accordance with the Attendance Policy – Appendix E.~~

~~J.~~H. Employees will be allowed to schedule accrued sick time for medically related appointments permitted they submit the request at least 48 hours in advance of the absence. Employees are encouraged to schedule their appointments after work hours or as close to the end of their shift as possible to limit the disruption to operations. In the instance appointments are scheduled with limited notice to the employee as a result of the medical professional's availability or the urgency of a situation and the notice period cannot be met the requests will be evaluated on an individual basis.

~~K.~~I. Sick leave shall be granted for personal illness or injury that renders the employee unable to perform the duties of his/her employment. Employees shall call in to report sickness prior to the start of the shift for which he/she intends to be absent. The employee shall state ~~the nature of the sickness or injury and~~ the location where he/she can be reached. ~~The City reserves the right to investigate sick time abuse.~~

Comment [CY3]: Moved to Section M (previously Section N)

~~L.~~J. The Director may require a physicians certificate in the following cases:

1. Absences of any illness or personal injury of ~~or four (4)~~more than three (3) consecutive work days~~ and personal injury of two (2) consecutive work days~~. ~~Personal injury notification shall be from a third party source other than a relative who treated the injury medically.~~
2. Anytime that the director, after reviewing the employees record, recognizes a pattern which indicates the abuse of the sick leave benefits by that employee.
3. Anytime an employee sustains ~~is out of work due to~~ a personal injury if the personal injury, based on the known information, could reasonably hinder the employee's ability to safely perform the duties of ~~their~~ his/her position.
4. ~~At the time unused sick leave frozen on the record is to be used.~~

~~M.~~K. Employees whose absenteeism exceeds reasonable levels shall be reviewed as to their physical fitness to perform the work and may at the city's expense be required to pass a physical examination and be certified as physically fit to do their job by a physician of the City's choice. Excessive absenteeism will be cause for progressive discipline and if uncorrected may lead to dismissal.

L. The City reserves the right to investigate sick time abuse. Fraudulent use of sick leave may be considered "just cause" for dismissal.

Comment [CY4]: Moved from Section K

~~N.~~M. In the event of the death of said employee, his/her designated beneficiary shall receive the same monetary value of his/her net remaining accumulated sick leave, to the maximum limit established in Section A. If a beneficiary has not been designated to the City, in writing, then the value shall be paid to the employee's spouse, and if none, to his/her estate.

Comment [CY5]: Moved from Article 25

ARTICLE 22 - MISCELLANEOUS PAID LEAVE - ADMINISTRATIVE LEAVE

A. An employee shall be granted up to three (3) consecutive days paid leave of absence to make household adjustments or to attend funeral services in the case of death of an employees spouse, domestic partner, parent, stepparent**,** child, stepchild, brother, sister, grandparent, grandchild, father-in-law, mother-in-law. The Department Head, at his/her sole discretion, may grant additional bereavement leave to an employee who requests it; however, such extended bereavement leave shall be unpaid unless the employee elects to utilize available vacation or compensatory time.~~.~~

B. An employee will be paid his/her regular rate of pay if called for jury duty or if called as a witness for an event arising during and out of the course of his/her employment. The employee shall, if dismissed from such duty two (2) hours or more before the end of his/her assigned shift, report to work for the remainder of his/her shift. The employee shall submit to the City his/her jury or witness fee but shall be entitled to retain that portion which exceeds wages paid to him/her for that period or which represents compensation for travel and other expenses of court/jury duty.

C. The City shall provide Workers Compensation Insurance coverage for all employees. Any employee who sustains a ~~personal injury by accident or~~ compensable illness or injury arising out of and in the course of his/her employment with the ~~c~~City~~, shall receive, while on injury leave, a sum which when combined with accumulated vacation, sick or compensatory time and~~has the option to utilize accumulated vacation, sick, or compensatory time to receive up to 100% of his/her regular wage, when added to the weekly payment of Workers Compensation~~ shall equal 100% of his/her regular wage~~. An employee may also utilize sick leave during the waiting period but in no case shall an employee be allowed to "buy back" any portion of accruals previously utilized. The employee must notify the employer in writing of his/her intent to utilize accruals; otherwise, the time will be unpaid. It is the responsibility of the employee to continue paying his/her portion of benefits premiums during the duration of the Workers Compensation leave. This may be done by way of payroll deduction or by paying the City directly, in which case any pre-tax benefit would be lost. Failure of an employee to pay his/her portion of insurance premiums for more than 30 days may result in loss of coverage.

D. Sick leave benefits will not accrue and holidays will not be paid after thirty (30) days on Worker's Compensation leave, however, vacation leave will continue to accrue for a period of up to twelve (12) months or when a determination is made that an employee is not returning to work due to disability retirement, whichever occurs first.

E. The City may, at its discretion, grant unpaid administrative leave to employees for personal or family reasons or for other justifiable reasons. The grant or failure to grant requested administrative leave shall not be subject to the grievance provisions of this Agreement.

F. When a permanent employee is granted extended leave in order to perform active duty in the Armed Forces of the United States or any branch or unit thereof, a substitute may be employed until the return or separation of the incumbent. A substitute hired under these circumstances shall not attain permanent employee status and shall not be subject too the terms of this agreement unless he works 1900 hours. Upon return of the permanent employee, management has the right to discharge the temporary employee.

ARTICLE 23 - HEALTH INSURANCE

A. ~~Effective January 1, 2013, or as soon as administratively possible thereafter, the City~~The City will provide Maine Municipal Health Trust PPO 500 Health Plan and Major Medical Insurance or its substantial equivalent for all bargaining unit employees. The City and Union agree that should the City propose an alternative health insurance plan and provider as a result of bidding out this coverage, the contract will be reopened for this specific item only.

The Employee Contribution shall be 12% of the total premium for each level of coverage. The employee contribution shall not increase more than 10% annually and employee contributions shall not exceed the following ~~weekly~~ monthly amounts:~~;~~

	~~Effective 1/1/13~~	~~Effective 1/1/14~~	~~Effective 1/1/15~~
~~Single~~	~~$14.70~~	~~$16.18~~	~~$17.79~~
~~Emp. & Children~~	~~$23.99~~	~~$26.39~~	~~$29.03~~
~~Family/Emp. & Spouse~~	~~$32.98~~	~~$36.28~~	~~$39.91~~

	Effective 1/1/2016	Effective 1/1/2017	Effective 1/1/2018
Single	$84.80	$93.28	$102.61
Emp. & Children	$138.38	$152.21	$167.44
Family/Emp. & Spouse	$190.24	$209.26	$230.19

The City agrees to provide a Health Reimbursement Arrangement (HRA) to reimburse employees Seventy-Five Percent (75%) of the total out of pocket expenses, based on in-network levels as defined by the plan. For employees enrolled in single coverage, the maximum HRA reimbursement will be $1,125 annually and for employees with dependent coverage, the maximum HRA reimbursement will be $2,250 annually. The City agrees to reimburse seventy-five percent (75%) of the deductible costs, based on in-network levels, and seventy-five percent (75%) of the co-insurance costs at the in-network level. The HRA will reimburse deductible and co-insurance costs from the initial cost incurred. Each claim will be reimbursed 75% through the HRA subject to the aforementioned annual maximums.

In no case will the City pay for the subscription level to which an employee is not entitled by virtue of the number of people he/she may insure under the plan. Dependent status will be defined by the plan and shall not extend beyond 26 years old.

Formatted: Indent: First line: 0"

Formatted: Font: 10.5 pt

Formatted Table

B. All future increases in premium cost for dependent health insurance coverage shall be shared between the employee and the employer. The City and Union agree that should the City propose an alternative health insurance plan and provider as a result of bidding out this coverage during the term of this agreement, the contract will be reopened for this specific item only.

C. Any employee entitled to health insurance who can demonstrate coverage from another source can opt out of the City's insurance plan, in which event, the employee will receive thirty percent (30%) of what would be the City's contribution for the level of coverage that the employee would be eligible for. The incentive will be paid on a weekly basis or on the same schedule as deductions would have otherwise been made.

D. The City shall continue to provide a dental care program which will provide 100% coverage for diagnostic and preventive care and 100% coverage for restorative, oral surgery, endodontics, periodontics, denture repair, and palliative care, levels A & B of Northeast Delta Dental Insurance Plan. The City will provide 75% coverage for prosthodontics and orthodontics, coverage levels C & D of Northeast Delta Dental Insurance Plan. The program, levels A, B, and C shall have a $1,000 per person annual benefit maximum. There will be a $1,500 per person lifetime maximum benefit for level D coverage. ~~The employees shall be required to participate in the program.~~ Beginning on July 1, 1997 the employees shall reimburse the City for ten (10%) percent of said cost through payroll deduction. It is recognized that this dental health care program may be subject to changes beyond the control of the City.

E. The City offers employees the opportunity to voluntarily withhold pretax contributions from their regular weekly payroll check into a flexible medical spending account, under provisions, rules and regulations of Section 125 of the Internal Revenue Code, as amended. The City's annual deposit into each full-time employee's Section 125 account will be $100~~ effective 1/1/2013~~.

~~F. Effective July 1, 2006, the City will establish and provide unit employees access to an ICMA Vantagecare Retirement Health Savings Plan. All plan costs and contributions will be the responsibility of the participating unit employee. Effective January 1, 2009 employees shall be required to make annual contributions into the plan as follows:~~

~~G. Employee with a balance of: Contribution:~~

~~Less than 25 sick days0 days~~

~~26-60 sick days 2 days~~

~~61-85 sick days 4 days~~

~~86-100 sick days 6 days~~

~~H. The City agrees that if the bargaining unit declines to ratify the contract without the above Retirement Health Savings Plan that the Union will be allowed to reconsider participating in the program on an annual basis. As long as it falls within the guidelines of the IRS and other rules and laws that govern the program.~~

ARTICLE 24 CLOTHING ALLOWANCE AND LICENSE

A. If any employee is required to wear a uniform, protective clothing or any type of protective device as a condition of employment, such uniforms, protective clothing or protective device shall be furnished to the employees by the employer subject to Maine OSHA standards. Tailoring, dry cleaning, and laundering shall be paid by the City. (See Appendix ~~G~~E).

B. The City will reimburse bargaining unit members up to $280 for the cost of required work clothing. Without exception, only the following items shall be reimbursable: ANSI approved safety toed boots, work gloves, work pants/jeans, winter work jackets, and clothing items subject to the labeling requirements of Appendix E. The employee must submit original receipts that are legible and that clearly detail the item(s) purchased and amount paid, or the purchase will not be reimbursed. ~~The City will issue a check during the month of September for all bargaining unit members to cover the cost of required footwear (ANSI approved safety toed boots), personal work gloves, work clothing, and winter clothing. It is the bargaining unit member's responsibility to ensure they meet the required footwear and work gloves rules and procedures established by federal and state law and the City of Westbrook. Effective July 1, 2012 Boot, glove, work clothing, and winter clothing allowance shall be for two hundred eighty dollars ($280.00). Effective July 1, 2013, this allowance will be two hundred eighty dollars ($280.00) The winter coat and clothing must conform to the uniform standards (see Appendix G). Commencing July 1, 2013 employees will be reimbursed after submitting original receipts of purchase.~~ Eligible reimbursable expenses will be those incurred during the fiscal year from July 1 through June 30. The employee must submit requests for reimbursement ~~original receipts documenting the purchase,~~ during the fiscal year in which the benefit is paid~~, of work clothing~~. Under no circumstances will employees by reimbursed for unsubstantiated purchases or purchases for which no receipt is provided. New hires will be eligible to receive a pro-rated portion of boot and glove allowance hereafter successful completion of their probation period.

C. The City will provide a secure area to store ~~the~~ tools when the employees are not at work. Each employee will provide the City with an updated inventory list of the tools stored in the secure area. In the event of loss of those tools, the City will replace them in accordance with current practice. Any inventoried tools stolen or lost due to fire while stored in the secure area will be replaced by the City. ~~Commencing on July 1, 2012~~ Equipment Technicians will ~~receive an annual tool allowance o~~be reimbursed for up to~~f~~ Five Hundred Dollars ($500.00) for the purchase, maintenance and repair of their tools~~. Effective July 1, 2013 employees will be reimbursed~~ after submitting original receipts of purchase. Eligible reimbursable expenses will be those incurred during the fiscal year from July 1 through June 30. The employee must submit original receipts that are legible and clearly document~~ing~~ the work tool(s) purchased, during the fiscal year in which the benefit is paid~~, of work tools~~. Under no circumstances will employees by reimbursed for unsubstantiated purchases or purchases for which no receipt is provided. New employees in that classification shall receive a pro-rated allowance, at the end of their probationary period.

D. ~~Effective January 1, 2013 the~~The City will reimburse employees up to ~~O~~one hundred ($100.00) dollars ~~who add or maintain~~for the addition or maintenance of endorsements in connection with their duties ~~at~~ in the Department. At the Director's discretion, the City also ~~will~~ may reimburse up to one hundred ($100.00) dollars annually for those who are required to obtain or maintain special licenses or certifications in connection

with their job classifications. **The City will permit employees to attend training for credits in connection with their special licenses**

ARTICLE 25 - RETIREMENT

A. All newly joining unit members who desire to be covered by a pension plan, shall have the choice to enroll in either the ICMA/RC 457/401(a) Plans or the Maine Public Employees Retirement System Regular Plan AC. Enrollment eligibility in the MPERS plan will be in accordance with MPERS regulations.

For all employees hired before the ratification of the July 1, 2012 to June 30, 2015 agreement who are enrolled in the ICMA/RC retirement plan, the City shall provide a 3-to-1 match of employee contributions to the 457 plan up to two and one half percent ~~percent~~ (2.5%) of the employees gross earnings and maximum employer matching contribution of 7.5%. The employer contributions shall vest according to the existing vesting schedule

For all employees hired after the ratification of the July 1, 2012 to June 30, 2015 ~~this~~ agreement and who enroll in the ICMA/RC retirement plan, the City shall provide a 2-to-1 match of employee contributions to the 457 plan up to three percent (3%) of the employee's gross earnings and maximum employer contribution of 6%. The employer contributions shall vest according to the existing vesting schedule. New Hires can enroll at any time in the program;~~,~~ however, they will only receive the retirement benefit from the date of completion of the necessary paperwork~~,~~ i.e. there is no retroactive retirement pay for previous worked hours.

Employee contributions will be made to the 457 deferred compensation plan and the employer matching contributions will be made to the 401(a) plan.

The employee will make their elective contribution prior to ~~April~~ March 1st of each year for the fiscal year period of July 1 through June 30. Should the employee decrease their elective contribution to the 457 plan, the employer's matching contribution to the 401(a) plan will be decreased accordingly. Should the employee increase their contribution after ~~April~~ March 1st of each year the employer matching contribution will not be increased until the following July 1st.

Formatted: Superscript

Federal O.A.S.I. (social security) shall be continued in force during the term of this contract.

For those in the ICMA plan, the City shall make available to the employees a long term disability plan, which shall compensate the employee at a level of at least sixty (60%) percent of his/her weekly gross earnings until age sixty five (65). The City shall contribute up to one (1%) percent of the employee's base wage toward the cost of the premium of the plan, with employee contributing the remaining portion. ~~For members~~

~~who elect to participate in the MSRS plan and who are covered under a MSRS disability plan effective July 1, 2006, the City's obligation to provide this long term disability plan will end on June 30, 2006.~~

~~B. Any employee who is eligible for immediate retirement, or who otherwise is separated in good standing, shall receive shall receive the monetary value of his/her net remaining accumulated sick leave, up to the maximum limit established in Article 21(A). An employee shall have the option of taking the same number of days as early retirement, to a maximum of 60 days, instead of receiving monetary value.~~

B. In order for an employee to resign in "good standing," he/she must give the City a written notice 14 days in advance of his/her last day of actual work.

~~C. In the event of the death of said employee, his/her designated beneficiary shall receive the same monetary value of his/her net remaining accumulated sick leave, to the maximum limit established in Article 21(A). If a beneficiary has not been designated to the City, in writing, then the value shall be paid to the employee's spouse, and if none, to his/her estate.~~

Comment [CY6]: Moved to Article 21, new section

ARTICLE 26 - ALCOHOL & DRUG TESTING POLICY & PROCEDURES

A. As required by the Omnibus Transportation Employee Testing Act of 1991, together with related regulations found at CFR 49, members of the department who are employed in safety sensitive positions requiring a Commercial Drivers License (CDL) shall be required to undergo periodic testing and evaluation to detect the presence of alcohol and drug abuse substances in the body. Affected employees may be required to undergo rehabilitative treatment in order to perform assigned duties, and to safeguard themselves, co-workers, and the public from the use and misuse of alcohol and drugs.

B. The Director is authorized to promulgate an Alcohol and Drug Policy and Testing Procedures, consistent with the City's substance abuse policy.

ARTICLE 27 – MANAGEMENT/LABOR COMMITTEE TO IMPROVE SERVICE DELIVERY

A. The City and the Union agree to study and implement an improved service delivery for road reconstruction and other related projects; as well as other general public works, parks, forestry and cemetery activities. However, the parties realize the difficulty of providing answers to all questions that might arise during the life of any collective bargaining agreement. Towards this end, the parties agree to utilize the

labor/management committee process to deal with the unforeseen opportunities, events, details, and challenges to improving the services for our citizens.

B. The parties agree to review any pilot programs and ideas which will improve the services for the citizens and which might ~~i~~ensure the retention of existing jobs, increase the efficiency of the operations and other ideas concerning the ability to meet customer demand.

C. Effective upon execution of the June 2005-2008 agreement, the City and Union mutual agree to actively work to implement Career Ladder provisions through the Career Ladder Committee as outlined in Appendix G – Career Ladder Committee & Implementation.

ARTICLE 28 – ENTIRE AGREEMENT

The parties acknowledge that during negotiations which preceded this Agreement, each had the unlimited right, an opportunity to make demands and proposals with respect to any subject or matter, and the understandings and agreements arrived at by the parties after the exercise of that right are fully set forth in this Agreement. This Agreement concludes all collective bargaining between the parties during the term hereof, and constitutes the sole, entire and complete Agreement between the parties, provided that the past practices not in conflict with the provisions of this contract remain effective.

ARTICLE 29 - CONTRACT DATES AND TERMINATION

A. This agreement shall be effective July 1, ~~2012~~ 2015~~5~~8 and shall remain in full force and effect until June 30, ~~2015~~2018~~2~~**21**. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other, in writing, one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than ninety (90) days prior to the anniversary date.

B. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date ~~setforth~~set forth in the preceding paragraph.

C. For the purposes of implementing this contract, the wages shown in Appendix A, and overtime earnings thereon, shall be retroactive to January 1, 2013~~6~~~~9~~8. ~~Health insurance premium provisions shall be effective upon implementation of the plan.~~ All other provisions will be effective as of the signing of the contract, unless otherwise noted.

~~C.~~D. The City and Union agree to reopen the applicable portions of Article 21 – Sick Leave, Article 23 – Health Insurance and/or Article 25 – Retirement for the limited topic of contributions of available sick leave balances into a Retirement Health Savings (RHS) account should the Union membership reach a consensus on such contributions that is permissible under ICMA-RC Vantagecare RHS Plan rules and Internal Revenue Service guidelines.

IN WITNESS WHEREOF, the parties have set their hands this _____ day of _____, 20_____.

WITNESS: WESTBROOK PUBLIC SERVICES UNION

_____ _____

PRESIDENT

_____ _____

AFSCME COUNCIL #93

WITNESS: CITY OF WESTBROOK, MAINE

_____ _____

COLLEEN HILTON, MAYOR

BARGAINING TEAMS

Union: **City:**

~~Lee Libby~~James Mackie ~~Jerre Bryant~~

Kyle Simonson~~Earl White~~~~Brian Leo~~ ~~Tom Eldridge~~Eric Dudley

~~Shawn Adams~~ ~~Colleen Hilton~~Arty Ledoux

~~Daniel Vaughn~~~~Michael Nevells~~ ~~Michael Foley~~

~~James Houran~~ ~~Liam Gallagher~~~~Christie Young~~

Approved by the Westbrook City Council on _____by Order No._____.

~~UNION WAGE PROPOSAL~~

~~Effective July 1, 2018 4% increase~~

~~Effective July 1, 2019 4% increase~~

~~Effective July 1, 2020 4% increase~~

~~UNION WAGE PRPOSALEffective July 1, 2018 2% increase~~

~~Effective July 1, 2019 3% increase~~

~~Effective July 1, 2020 3 % increase~~

Appendix A – Pay Scale July 1, 2019~~5~~

Formatted: Font: Bold, Underline

Formatted: Font: Bold, Underline

Formatted: Font: Bold, Underline

Formatted: Font: Bold, Underline

1-Jan-19		Market Adjustment 2.0%				
	2.00%					
	Base	1 Year	3 Years	6 Years	10 Years	15+ Years
Laborer I	$17.38	$17.74	$18.00	$18.17	$18.33	$18.46
Syst Op II	$20.31	$20.68	$20.92	$21.10	$21.28	$21.42
Sys Op III	$21.82	$22.20	$22.47	$22.62	$22.80	$22.94
Sys Op.Leadperson	$22.94	$23.49	$23.89	$24.23	$25.13	$25.28
Equip Op I	$19.06	$19.44	$19.67	$19.84	$20.02	$20.15
Equip Op II	$20.31	$20.68	$20.92	$21.10	$21.28	$21.42
E.T. Helper	$18.12	$18.45	$18.73	$18.87	$19.06	$19.19
E.T.	$21.59	$22.12	$22.54	$22.86	$23.41	$23.53
E.T. Leadperson	$23.19	$23.64	$23.99	$24.24	$24.45	$24.58

Pesticide/ Herbicide Applicator Stipend
Effective July 1, 2018 thirty dollars ($30.00) when engaged in spraying applications~~assigned~~

Licensed Applicators will follow all Federal, State, Local statues, Maine Bureau of

Labor Standards and Maine Board of Pesticides Control Regulations when engaged in spraying applications. Applicators will work with the Master Applicator to ensure proper notification, safety controls, proper storage and clean-up SOP's are in place and followed. Applicators will maintain records as required by their license and work with the Master Applicator to file mandatory year end reports to the State. Management reserves the right to limit the amount of licensed applicators on staff at management's discretion.

LONGEVITY BONUS

$100 Longevity Bonus (single payment) upon completion of 20 years of service
$150 Longevity Bonus (single payment) upon completion of 25 years of service
$200 Longevity Bonus (single payment) upon completion of 30 years of service

ASE / EVT CERTIFICATION STIPEND

ET and ET Leadperson Employees hired prior to July 1, 2012 eligible for $.25 per hr incentive for up to ten (10) Public Services related ASE/EVT certifications.

ET and ET Leadperson Employees Hired July 1, 2012 or after eligible for $.25 per hr incentive for up to five (5) Public Services related ASE/EVT certification

ARBORIST LICENSE STIPEND

$1.25 per hour

WASTEWATER CERTIFICATION STIPEND

Wastewater Operator III	$0.50	per hour
Wastewater Operator IV	$0.50	per hour

Formatted: Font: Bold, Underline, Strikethrough

~~1 Jul 15~~	-	~~Market Adjustment 0%~~		-	-
-					
-	~~Before 1 Yr.~~	~~After 1 Yr.~~	~~After 3 Yrs~~	~~After 6 Yrs~~	~~After 10 Yrs~~	~~After 15 Yrs~~
~~Laborer I~~	~~$16.06~~	~~$16.39~~	~~$16.63~~	~~$16.78~~	~~$16.93~~	~~$17.05~~
~~Laborer II~~	~~$16.50~~	~~$16.84~~	~~$17.04~~	~~$17.23~~	~~$17.37~~	~~$17.49~~
-						
~~Syst Op II~~	~~$18.76~~	~~$19.10~~	~~$19.33~~	~~$19.50~~	~~$19.66~~	~~$19.79~~

Sys Op III	$20.50	$20.76	$20.90	$21.06	$21.19	
Sys Op.Leadperson	$21.20	$21.70	$22.06	$22.37	$23.22	$23.34
Equip Op I	$17.61	$17.96	$18.16	$18.32	$18.49	$18.61
Equip Op II	$18.76	$19.10	$19.33	$19.50	$19.66	$19.79
E.T. Helper	$16.73	$17.04	$17.30	$17.44	$17.61	$17.72
E.T. *	$19.95	$20.44	$20.82	$21.11	$21.63	$21.74
E.T. Leadperson*	$21.42	$21.84	$22.16	$22.39	$22.59	$22.72

*ET and ET Leadperson Employees hired prior to July 1, 2012 eligible for $.25 per hr incentive for up to ten (10) Public Services related ASE/EVT certifications. ET and ET Leadperson Employees Hired July 1, 2012 or after eligible for $.25 per hr incentive for up to five (5) Public Services related ASE/EVT certification

LONGEVITY BONUS

$100 Longevity Bonus (single payment) upon completion of 20 years of service
$150 Longevity Bonus (single payment) upon completion of 25 years of service
$200 Longevity Bonus (single payment) upon completion of 30 years of service

Effective July 1, 2011 $1.25 per hour

Pesticide/ Herbicide Applicator Stipend
Effective July 1, 2018 thirty dollars ($30.00) when assigned

Licensed Applicators will follow all Federal, State, Local statues, Maine Bureau of Labor Standards and Maine Board of Pesticides Control Regulations when engaged in spraying applications. Applicators will work with the Master Applicator to ensure proper notification, safety controls, proper storage and clean-up SOP's are in place and followed. Applicators will maintain records as required by their license and work with the Master Applicator to file mandatory year-end reports to the State. Management reserves the right to limit the amount of licensed applicators on staff at management's discretion. Current Arborist Stipend .50 cents per hour.

Effective July 1, 2011 $1.25 per hour

Formatted Table

Appendix A – Pay Scale January 1, 2020~~16~~

1-Jan-20		Market Adjustment 2.0%				
	2.00%					
	Base	1 Year	3 Years	6 Years	10 Years	15+

Formatted: Font: Bold, Underline

Formatted: Font: Bold, Underline

Formatted: Font: Bold, Underline

Formatted: Font: Bold, Underline

						Years
Laborer I	$17.73	$18.09	$18.36	$18.53	$18.70	$18.83
Syst Op II	$20.71	$21.09	$21.34	$21.53	$21.70	$21.85
Sys Op III	$22.25	$22.64	$22.92	$23.08	$23.25	$23.40
Sys Op.Leadperson	$23.40	$23.96	$24.37	$24.71	$25.64	$25.78
Equip Op I	$19.45	$19.83	$20.06	$20.24	$20.42	$20.55
Equip Op II	$20.71	$21.09	$21.34	$21.53	$21.70	$21.85
E.T. Helper	$18.48	$18.82	$19.10	$19.25	$19.45	$19.57
E.T.	$22.03	$22.57	$22.99	$23.32	$23.88	$24.00
E.T. Leadperson	$23.66	$24.12	$24.47	$24.72	$24.94	$25.07

Formatted: Left

Formatted: Left

LONGEVITY BONUS

$100 Longevity Bonus (single payment) upon completion of 20 years of service
$150 Longevity Bonus (single payment) upon completion of 25 years of service
$200 Longevity Bonus (single payment) upon completion of 30 years of service

ASE / EVT CERTIFICATION STIPEND

ET and ET Leadperson Employees hired prior to July 1, 2012 eligible for $.25 per hr incentive for up to ten (10) Public Services related ASE/EVT certifications.

ET and ET Leadperson Employees Hired July 1, 2012 or after eligible for $.25 per hr incentive for up to five (5) Public Services related ASE/EVT certification

ARBORIST LICENSE STIPEND

$1.25 per hour

WASTEWATER CERTIFICATION STIPEND

Wastewater Operator III	$0.50	per hour
Wastewater Operator IV	$0.50	per hour

Formatted: Left

~~Appendix A – Pay Scale July 1, 2016~~

	~~July 1, 2016~~		~~Market Adjustment 1.0%~~			
	~~1.0%~~					
	~~Base~~	~~1 Year~~	~~3 Years~~	~~6 Years~~	~~10 Years~~	~~15+ Years~~

Laborer I	$16.38	$16.72	$16.97	$17.12	$17.27	$17.39
-						
Syst Op II	$19.14	$19.49	$19.72	$19.89	$20.05	$20.19
Sys Op III	$20.56	$20.92	$21.18	$21.32	$21.48	$21.61
Sys Op.Leadperson	$21.62	$22.14	$22.51	$22.82	$23.69	$23.81
-						
Equip Op I	$17.96	$18.32	$18.53	$18.69	$18.87	$18.99
Equip Op II	$19.14	$19.49	$19.72	$19.89	$20.05	$20.19
-						
E.T. Helper	$17.07	$17.38	$17.64	$17.79	$17.96	$18.08
E.T.	$20.35	$20.85	$21.24	$21.54	$22.06	$22.18
E.T. Leadperson	$21.85	$22.28	$22.61	$22.84	$23.04	$23.17
-	-	-	-	-	-	-

Formatted: Centered
Formatted: Centered
Formatted: Centered
Formatted: Centered
Formatted: Centered
Formatted: Centered
Formatted: Centered
Formatted: Centered
Formatted: Centered
Formatted: Centered
Formatted: Centered
Formatted: Centered

LONGEVITY BONUS

$100 Longevity Bonus (single payment) upon completion of 20 years of service
$150 Longevity Bonus (single payment) upon completion of 25 years of service
$200 Longevity Bonus (single payment) upon completion of 30 years of service

ASE / EVT CERTIFICATION STIPEND

ET and ET Leadperson Employees hired prior to July 1, 2012 eligible for $.25 per hr incentive for up to ten (10) Public Services related ASE/EVT certifications.

ET and ET Leadperson Employees Hired July 1, 2012 or after eligible for $.25 per hr incentive for up to five (5) Public Services related ASE/EVT certification

ARBORIST LICENSE STIPEND

$1.25 per hour

WASTEWATER CERTIFICATION STIPEND

Wastewater Operator III	$0.50	per hour
Wastewater Operator IV	$0.50	per hour

Appendix A – Pay Scale January 1, 2017

Formatted: Font: Bold, Underline
Formatted: Font: Bold, Underline
Formatted: Font: Bold, Underline

Appendix A – Pay Scale January 1, 2021~~18~~

	~~Market Adjustment 2.0%~~				
~~2.0%~~ ~~Base~~	~~1 Year~~	~~3 Years~~	~~6 Years~~	~~10 Years~~	~~15+ Years~~
~~$17.04~~	~~$17.39~~	~~$17.65~~	~~$17.81~~	~~$17.97~~	~~$18.10~~
~~$19.91~~	~~$20.27~~	~~$20.51~~	~~$20.69~~	~~$20.86~~	~~$21.00~~
~~$21.39~~	~~$21.76~~	~~$22.03~~	~~$22.18~~	~~$22.35~~	~~$22.49~~
~~$22.49~~	~~$23.03~~	~~$23.42~~	~~$23.75~~	~~$24.64~~	~~$24.78~~
~~$18.69~~	~~$19.06~~	~~$19.28~~	~~$19.45~~	~~$19.63~~	~~$19.75~~
~~$19.91~~	~~$20.27~~	~~$20.51~~	~~$20.69~~	~~$20.86~~	~~$21.00~~
~~$17.76~~	~~$18.09~~	~~$18.36~~	~~$18.50~~	~~$18.69~~	~~$18.81~~
~~$21.17~~	~~$21.69~~	~~$22.10~~	~~$22.41~~	~~$22.95~~	~~$23.07~~
~~$22.74~~	~~$23.18~~	~~$23.52~~	~~$23.76~~	~~$23.97~~	~~$24.10~~

~~$0.50~~ ~~per hour~~
~~$0.50~~ ~~per hour~~

Formatted: Left

Formatted: Left

Formatted: Left

Formatted: Font: Bold, Underline

Formatted: Font: Bold, Underline

Formatted: Font: Bold, Underline

Formatted: Font: Bold, Underline

Formatted: Centered

Formatted: Centered

Formatted: Centered

Formatted: Centered

Formatted: Centered

Formatted: Centered

Formatted: Centered

Formatted: Centered

Formatted: Centered

Formatted: Centered

Formatted: Centered

1-Jan-21		Market Adjustment 2.0%				
	2.00%					
	Base	1 Year	3 Years	6 Years	10 Years	15+ Years
Laborer I	$18.08	$18.45	$18.73	$18.90	$19.07	$19.21
Syst Op II	$21.13	$21.51	$21.77	$21.96	$22.14	$22.29
Sys Op III	$22.70	$23.09	$23.38	$23.54	$23.72	$23.87
Sys Op.Leadperson	$23.87	$24.44	$24.85	$25.20	$26.15	$26.30
Equip Op I	$19.83	$20.23	$20.46	$20.64	$20.83	$20.96
Equip Op II	$21.13	$21.51	$21.77	$21.96	$22.14	$22.29
E.T. Helper	$18.85	$19.20	$19.48	$19.63	$19.83	$19.96
E.T.	$22.47	$23.02	$23.45	$23.78	$24.35	$24.48
E.T. Leadperson	$24.13	$24.60	$24.96	$25.21	$25.44	$25.58

Formatted: Left

Formatted: Right: 0"

LONGEVITY BONUS

$100 Longevity Bonus (single payment) upon completion of 20 years of service
$150 Longevity Bonus (single payment) upon completion of 25 years of service
$200 Longevity Bonus (single payment) upon completion of 30 years of service

ASE / EVT CERTIFICATION STIPEND

ET and ET Leadperson Employees hired prior to July 1, 2012 eligible for $.25 per hr incentive for up to ten (10) Public Services related ASE/EVT certifications.

ET and ET Leadperson Employees Hired July 1, 2012 or after eligible for $.25 per hr incentive for up to five (5) Public Services related ASE/EVT certification

ARBORIST LICENSE STIPEND

$1.25 per hour

WASTEWATER CERTIFICATION STIPEND

Wastewater Operator III	$0.50	per hour
Wastewater Operator IV	$0.50	per hour

APPENDIX B
(Revised 2/26/16)

Formatted: Right: 0"

Formatted: Centered

NON-EMERGENCY OVERTIME PROCEDURE

1. The "Overtime Volunteer List by Classification" will be posted by a member of management every Monday afternoon at 12:30 pm for the following week, and the list for the current week will be taken down. In preparation for Monday holidays, the eight (8) day Monday to Monday volunteer list will be posted the week prior.
2. Employees may sign up on the Overtime Volunteer List at any time during the week. Employees not at work may call in to the supervisor to have their name added to the volunteer list. **Probationary employees shall be permitted to sign the Overtime Volunteer List.** ~~**, however they shall not be awarded any overtime work until all qualified full-time employees have the opportunity to sign the overtime list per**~~

~~the overtime policy.~~ **Probationary employees must be qualified to perform any overtime work they are offered.**

3. The list will remain on the Union bulletin board for the entire week so that employees have access to the list. If additional volunteers are not communicated to the "on-call" supervisor, the additional volunteers will NOT be considered for overtime assignments. Employees adding their names to the list during the week are required to communicate in person to the on-call supervisor that they have done so. In a good faith effort, employees are expected to be available to work the overtime assignment and may not cross their name off of the list. In an emergency situation, volunteers may find their own replacement utilizing the following procedure once approved by management on a case by case basis: (1) unassigned employees on the volunteer list in classification by seniority, (2) employees not on the volunteer list. All replacements must be qualified. It is understood that volunteers sign up for a midnight to midnight obligation. For example, if an employee wants to work Friday morning sweeping overtime they would sign up under Friday on the volunteer sheet.

4. The Operations Supervisor will utilize this list first to properly staff all non-emergency overtime.

5. When an employee signs the volunteer list, that employee will do so by their classification. Note: The supervisor will not assign employees outside their classification unless all other appropriate classifications have been exhausted, and they are qualified. It is understood that overtime work will be assigned by seniority in classification. The Loader and sweeper are considered EO-I classification. However, in some cases management may assign and EO-II to operate a loader or sweeper where it deems necessary.

6. When an overtime opportunity becomes available, employees will be assigned by seniority in classification, and by the least qualified classification. Once an overtime assignment has been made and a more senior person volunteers on the same day after the fact, the senior person cannot bump the junior person from the assignment. In the event there are multiple overtime opportunities on/for a particular day(s), senior employees will have their choice of opportunity/shift and remaining tasks will be made using the same format. Following assignment, swapping of assignments is approved as long as employees are qualified for the task. All swaps must be communicated to the supervisor by both parties in person. Known weekend assignments will be made by 3 pm on Thursday of the same week.

7. In the event there are no volunteers within the specific classification needed, the Operations Supervisor will go to the next higher or lower classification on the volunteer list, if qualified, to fill the vacancy.

8. In the event that the volunteer list is exhausted the assignment will be made utilizing the "Master List" or also known as the "X-List" by classification needed. In the event that a specific classification is exhausted, the supervisor will go to the next higher or lower classification and continue in the same format as described above. If an employee takes a full 8 hr. vacation/comp day on a Friday, they are exempt from being assigned utilizing the X-list for a weekend assignment. However, if the employee is a volunteer, this language will not apply. For example, if it is known by Thursday that there is a weekend burial scheduled and the person scheduled off Friday

is the "X" and has not volunteered for Saturday, that employee is exempt from being assigned the burial.

9. In the event that an employee has worked an overtime opportunity relating to the master list, then the "X", or start point, will move down to the next employee within that classification. There may be times when an employee is not available and that employee is the "X" or start point within a given classification. In such cases, the employee would be skipped. Once the start point goes all the way to the bottom of the list within a specific classification, it will rotate back up to the top of the list within classification of which assignments are being made.
10. In the event that an employee is not qualified for a specific overtime opportunity within his/her classification, the "X" will move down to the "qualified" person(s) assigned.
11. All snow related activities, with the exception of snow removal, unless deemed an emergency, are considered an emergency and are exempt from this policy. However, the Operations Supervisor and or his/her designee reserves the right to make snow related assignments using this procedure if so desired.
12. All parties within the operation of the Department of Public Services will make a genuine effort in operating the Overtime Policy as presented and in a fair and equitable manner with mutual respect and trust being the guiding principles. All parties will be committed to establish a working policy that best serves the community and recognizes the need to make adjustments as situations arise through Labor/Management.

~~APPENDIX B~~

~~NON-EMERGENCY OVERTIME PROCEDURE~~

1. ~~The "Overtime Volunteer List By Classification" will be posted by the appropriate union official every Monday afternoon at 2:30 pm for the following week, and the "LINE" will be drawn at 2:30 pm Monday afternoon by the appropriate union official for the current week. In the event of a Monday holiday for example, the "line" will be drawn on Tuesday, the next regularly scheduled workday~~
2. ~~The "LINE" is a line drawn at 2:30 pm on Monday afternoon below the last name volunteered under each job classification. Any subsequent volunteers will be considered "below" the line for the purposes of overtime assignments. Employees may sign up on the Overtime Volunteer List at anytime during the week; however it is understood that after 2:30 pm on Mondays additional volunteers are considered below the line for the current week.~~

3. ~~The list will remain on the Union bulletin board for the entire week so that employees have access to the list. A duplicate list will be delivered to the "on-call" supervisor Monday afternoon before 3:00 pm.. If additional volunteers are not communicated to the "on-call" supervisor the additional volunteers will NOT be considered for overtime assignments. Employees adding their names to the list during the week "below the line" are required to communicate to the appropriate union official, and the on-call supervisor that they have done so. All volunteer employees above and below the line are required to find their own replacements if they cannot fill an overtime opportunity. In a good faith effort once the line is drawn employees "above the line" and "below the line" are expected to be available to work the overtime assignment and may not cross their name off of the list.~~

4. ~~The Operations Supervisor will utilize this list first to properly staff all non-emergency overtime.~~

5. ~~When an employee signs the volunteer list, that employee will do so by their classification. Note: The supervisor will not assign employees outside their classification unless all other appropriate classifications have been exhausted above or below the line. It is understood that overtime work will be assigned by seniority in classification traditionally associated with that specific classification.~~

6. ~~When an overtime opportunity becomes available, employees will be assigned by seniority in classification, and by the least qualified classification. Employees above the line will be assigned first. Subsequent overtime assignments will be assigned by the next senior person in classification above the line, and rotated through all volunteers in classification above the line for the remainder of the current week. Overtime opportunities requiring additional volunteers in addition to those above the line will be drawn from employees listed by seniority below the line. All additional overtime opportunities will be rotated for below the line employees by seniority in the same manner as above the line employees. In classification seniority is reset at the beginning of each week for rotational purposes, and does not carry over from week to week.~~

7. ~~In the event that there are no volunteers within the specific classification needed, then the Operations Supervisor will go to the next higher, or lower classification on the volunteer list, if qualified, to fill the vacancy. In the event that the volunteer list is exhausted then the assignment will come from the "Master List" or also known as the "X-List" by classification needed, or from the Loader/Sweeper list for Loader/Sweeper assignments. In the event that this specific classification is exhausted, the supervisor will go to the next higher, or lower classification and continue in the same format as described above.~~

8. ~~Employees assigned to a specific task during the regular work shift shall have first option to work any overtime associated with that task. This overtime shall not have any effect on the overtime lists or in other words the rotation process will not be in effect.~~

9. ~~In the event that an employee has worked an overtime opportunity relating to the master list, then the "X", or start point, will move down to the next employee within that classification. There may be times when an employee is not available and that employee is the "X" or start point within a given classification. In that event, this employee would be skipped. Once the start point goes all the way to the bottom of the list within a specific classification, it will rotate back up to the top of the list within classification of which assignments are being made.~~

~~10. In the event that an employee is not qualified for a specific overtime opportunity within his/her classification, he/she shall remain in place (the "X") on the list until the next available opportunity.~~

~~11. There will also be a Sweeper/Loader rotation list located on the Master "X" list. This list will be utilized by the supervisor to make overtime assignments for sweeping, and/or loader operations provided there are no qualified volunteers. This includes cemetery work where only the front bucket of the back hoe is needed. This list will rotate from top to bottom as assignments are made in the same manner as described in step 9. All Equipment Operator II's and I's are integrated on this list.~~

~~12. All snow related activities, with the exception of snow removal, unless deemed an emergency, are considered an emergency and are exempt from this policy, however, the Operations Supervisor and or his/her designee reserves the right to make snow related assignments using the same format if so desired.~~

~~13. All parties within the operation of the Department of Public Services will make a genuine effort in operating the Overtime Policy as presented and in a fair and equitable manner with mutual respect and trust being the guiding principles. All parties will be committed to establish a working policy that best serves the community and recognizes the need to make adjustments as situations arise through Labor/Management.~~

APPENDIX C

(Revised 2/26/16)

FIRST RESPONSE TO WINTER OPERATIONS

This procedure is to identify the method in which the first four "call persons" will respond to a "call-in." Both management and representation of labor have created this procedure with the intention that it is applied in a fair and equitable manner and that all parties are represented.

1. The winter season shall be considered to be the period of time starting on November 15th and ending on April 15th.

2. During the winter season, four-employees from the Equipment Operator I and Equipment Operator II positions will be considered the "on call" employees for first response to winter emergencies/conditions.

3. The on-call employees will be provided and required to carry pagers, and are required to respond immediately when called or paged. Any pager compensation shall be as specified for in the labor/management contract.

4. A weekly rotation system starting at 7:00 am of each Monday of, and throughout, the winter season will be adopted. In the event that a particular Monday is a holiday, ~~then~~ the employee currently assigned the pager will continue the requirements and the rotation to the next employee will occur at ~~1~~7:00 am the following Tuesday, or when the next assigned employee returns to work. The longest period of "on-call" duty, unless volunteered, will be fifteen (15) days.

5. The rotation system~~,~~ will be started with the most junior Equipment Operator I and Equipment Operator II employee each winter season. A combination of EO-I's and EO-II's will be assigned each week in a fair and equitable manner. The Union and Management will work together to develop the pager schedule.

6. A pre-assigned list will be generated and posted prior to the winter season indicating the names and ~~times~~ dates of the assignments.

7. In the event that an assigned employee is absent on the day he/she is expected to take duty, the employee currently assigned the pager will continue until ~~such time~~ the assigned employee returns to work.~~,~~ ~~t~~The earliest the responsibility of the pager will be transferred to that employee ~~at the earliest~~is 7:00 am. However, if an employee currently on-call has been "forced" on-call for 15 days, the pager will be assigned to the person scheduled the following week in that page spot. When the absent employee returns to work, the pager will be re-assigned to the originally scheduled employee.

8. Volunteers shall mean any employee of this department, not already in a "pager carrying status," wishing to accept the responsibilities and benefits of the on-call status.

9. On ~~Friday~~ Monday ~~mornings~~afternoons ~~from~~ at ~~7:00 am~~ 12:30PM~~through 12:00 noon~~, a volunteer ~~list~~ sign off/on sheet shall be posted through Monday the following week. It shall be ~~a~~ the ~~shared~~ responsibility ~~by both the supervisor and a representative~~ of the union to ~~i~~ensure that the list is posted as intended.

10. At 12:30PM~~00~~ ~~noon~~ the current week ~~list~~ sign off/on sheet will be removed and the pager assignments will be made accordingly for that week only. Any subsequent changes to the pager assignments will be communicated to the on-call supervisor immediately with both parties being present. All swaps will be for 24 hour durations. All pager swapping will be complete by 1:30PM on the day the assignments are made for the week. After the assignments become final no further swapping will be allowed e.g. swapping Pager 1 for Pager 3, etc. for the remainder of the week.

~~10.~~11. In the event an employee who is assigned a pager needs to be replaced, he/she will meet with management to discuss the reason for the request. All requests for relief will be handled on a case by case basis. If approved, replacements will be first assigned from the sign on/sign off list by seniority. If none are available, employees may find their own qualified replacement.

~~11.~~12. Employees of the Equipment Operator I and Equipment Operator II classifications having the status of being on-call, shall have absolute rights to service in that capacity during said time period, with seniority governing any re-assignments if so chosen. Volunteers, on a seniority basis, shall then dictate the pager assignments.

13. Employees having the status of "on-call" shall be responsible for preparing and parking the vehicles to be used as first response.

~~12.~~14. Employees in an on-call status are required to respond to snow and ice conditions regardless of how they occur. Examples include: water on the roadway that freezes, water on the roadway from a fire or automobile accident, water main breaks, snow drifting, and normal salt/sand/plow functions that have always been a part of winter on-call duties. Any other types of conditions/issues will be exempt from this procedure.

All parties within the operation of the Department of Public Services will make a genuine effort in operating this policy as presented in a fair and equitable manner with mutual respect and trust being the guiding ~~principals~~principles. All parties will be committed to establishing a working policy that best serves the operation of the department and the community and recognizes the need to make adjustments as situations arise.

APPENDIX D

(No changes to 2015-2018 contract)

CAREER ~~LADDE~~LADDER ~~R~~

Formatted: Font: Times New Roman, 14 pt

Formatted: Centered, Indent: First line: 0"

Formatted: Font: 12 pt

ELIGIBILITY

The following is a list of the minimum requirements for an employee to advance to the position of Equipment Operator II under the Career Ladder Program.

1. Employee must identify themselves as a candidate for the Career Ladder Program in writing to their Supervisor. A standard form will be developed for this purpose.
2. Employee must acquire a State of Maine Class "A" drivers license permit. Employee must then acquire a State of Maine Class "A" license prior to advancing to the position of Equipment Operator II. Training for the Class "A" drivers test will be a 50/50 split between the Public Services Department, and the employees' personal time off.
3. The employee must be physically qualified to fulfill the job requirements.
4. Employee must meet the minimum skill proficiency requirements for all pieces of designated equipment.
5. Employee must attend "Competent Person" training prior to advancing to Equipment Operator II.
6. Employee must pass all evaluations

EQUIPMENT & MINIMUM PROFICIENCY REQUIREMENTS

Following is a list of each piece of equipment and the minimum proficiency requirements an employee must meet in order to advance to the position of Equipment Operator II under the Career Ladder Program. A check-off form will be created and tailored for each piece of equipment.

****** denotes skills that are not required for a promotion to EO II under the Career Ladder Program as the City and the Union recognize the availability of tasks associated with these skills are very limited throughout the year.

Back-hoe

1. General knowledge of the machine. Must be able to demonstrate safe, smooth, and basic operation and maintenance of the machine.
2. Operate the machine safely around personnel and other equipment.
3. Must be able to demonstrate safe operation of the machine on the road, i.e. point ~~a~~ A to point ~~b~~B.
4. ** OJT as available

Formatted: Indent: Left: 0.25", First line: 0"

Dae-Woo (tracked excavator)

1. General knowledge of the machine. Must be able to demonstrate safe, smooth, and basic operation and maintenance of the machine.
2. Operate the machine safely around personnel and other equipment.
3. Must be able to load, unload, and transport machine safely and correctly.
4. ** OJT as available

John Deere Model 595

1. General knowledge of the machine. Must be able to demonstrate safe, smooth, and basic operation and maintenance of the machine.
2. Operate the machine safely around personnel and other equipment.
3. Must be able to demonstrate safe operation of the machine on the road, i.e. point A~~a~~ to point B~~b~~.
4. ** OJT as available

Grader

1. General knowledge of the machine. Must be able to demonstrate safe, smooth, and basic operation and maintenance of the machine.
2. Operate the machine safely around personnel and other equipment.
3. Must be able to demonstrate safe operation of the machine on the road, i.e. point A~~a~~ to point B~~b~~.
4. ** Must be able to plow snow safely and effectively independently, or in unison with other equipment. OJT when available
5. ** Must be able to assist in snow removal process working in unison with other snow removal equipment. OJT when available

Snow Blower attachment on Loader

1. General knowledge of the machine. Must be able to demonstrate safe, smooth, and basic operation and maintenance of the machine.
2. Operate the machine safely around personnel and other equipment.
3. Must be able to demonstrate safe operation of the machine on the road, i.e. point A~~a~~ to point B~~b~~.

4. ****** Must be able to blow snow safely and effectively during the snow removal process working in unison with other snow removal equipment. OJT when available.

Loader

1. General knowledge of the machine. Must be able to demonstrate safe, smooth, and basic operation and maintenance of the machine.
2. Operate the machine safely around personnel and other equipment.
3. Must be able to demonstrate safe operation of the machine on the road, i.e. point ~~a~~ A to point ~~b~~B.
4. ****** Must be able to plow snow safely and effectively independently, or in unison with other equipment. OJT when available
5. ****** Must be able to operate the machine with the forks attachment safely and effectively around other personnel and equipment. OJT when available.

Bobcat

1. General knowledge of the machine. Must be able to demonstrate safe, smooth, and basic operation and maintenance of the machine.
2. Operate the machine safely around personnel and other equipment.
3. Must be able to load, unload, and transport machine safely and correctly.
4. ****** Must be able to safely, and effectively operate attachments such as the cold planer, broom, etc. OJT as available

EVALUATION PROCESS

The following is a description of the evaluation processes an employee must go through in order to advance to the position of Equipment Operator II under the Career Ladder Program.

Promotional Evaluation: An employee who has identified him/herself as a candidate for promotion under the Career Ladder Program will be evaluated by the Career Ladder Promotional Committee. This may be done two ways, first the employee can be "checked off" as he/she completes the criteria for an individual piece of equipment, or "all at the same" time once the employee has identified him/herself as prepared for the promotion. The Career Ladder Promotion Committee will be comprised of a member from the Management/Supervisory group, a member of the crew, and an Equipment Operator II. Together the Committee members will decide if an employee has demonstrated all of the basic skills required for each piece of equipment, and recommendation to promote or not promote the employee will be given. If a decision of "not to promote" is made the Committee will sit down with the employee and explain all the areas of concern. When the employee is prepared he/she may request a re-evaluation at a later date. This committee will operate on a "consensus" type process. A standard form will be developed for this process. This process is independent, and not subject to the grievance process.

After Promotion 6 month Evaluation: Once an employee has been promoted to the position of Equipment Operator II under the Career Ladder Program, he/she will be given a 6 month evaluation for counseling and advice as it relates to their being promoted, and the equipment they are now required to operate. The evaluation will also include discussion about Equipment Operator II job specifications. This Evaluation Committee will be comprised of a member of the Management/Supervisory group, a Union official, and an Equipment Operator II. A standard form will be developed for this process. This process is independent, and not subject to the grievance process.

Final 1 Year Evaluation from date of promotion: After 1 year of working in the capacity of an Equipment Operator II the employee will have a final evaluation. This evaluation will look at, progress, competency, and safety. After this evaluation a recommendation will be made by the committee whether or not to let the promotion stand, or to return the employee to his/her former position prior to the promotion. The final decision will be made by the Director of the Public Services Department/designee. This Evaluation Committee will be comprised of the Deputy Director of Public Services/designee, a Supervisor, a Union official, a crew member, and an Equipment Operator II. This committee will operate on a "consensus" type process. A standard form will be developed for this process.

After a promotion to Equipment Operator II under the Career Ladder Program an employee has the right during the 1 (one) year evaluation process to return to their former position for any reason. However, after the 1 Year final evaluation the promotion if approved will be considered permanent.

The City and the Union agree that this is a new process and once developed will continue to be a work in progress addressed either through the Labor Management Committee of a special committee formed specifically for this process.

Formatted: Left

Formatted: Left

~~Appendix~~ APPENDIX E

(Revised 7/13/15)

UNIFORM POLICY

~~– Uniform Policy~~

Formatted: Font: (Default) Times New Roman

1. All AFSCME unit employees will be required to wear uniforms to work every day in accordance with the guidelines of this policy (no opting out). Uniforms will be picked up and laundered weekly from the Public Services Garage by the City's approved vendor. Only rented uniforms will qualify for the laundering service. Employees will utilize the approved vendor to replace any damaged or destroyed rented uniforms. Employees will be required to launder their personally owned ~~committee approved~~ clothing. Employees will ensure that their personally owned clothing will be neat and presentable and not in disrepair when reporting for work. Employees reporting for work in their personally owned clothing that is not presentable ~~or~~, in disrepair, **obscene, offensive or** ~~and~~ not within the guidelines of this policy will be asked by someone from the management team to change into policy approved clothing. ~~If the clothing the employee is wearing is obscene of offensive the employee will be asked to change into policy approved uniform clothing.~~ ~~The Uniform Committee~~ **Management** will have the final say in what personal clothing is approved and as to whether or not personal clothing is considered not presentable or in disrepair. Employees not adhering to the guidelines of this policy may be subject to disciplinary action as described in the current labor agreement.

2. Standard issue in the Street Division for EO2's, EO1's will be (11) eleven shirts, (11) eleven pants and (2) two jackets.

3. Employees in the Wastewater Division will be issued (3) three sets of coveralls and the Technicians six (6) sets of coveralls (100% cotton) in addition to the (11) eleven standard issue uniform sets, and (2) two jackets. Technicians may also elect a Lab coat.

4. Standard issue shirt styles will consist of a combination of long sleeve button down shirts, short sleeve button down shirts, polo shirts in approved colors of navy blue, black, or gray. Employees may request 100% cotton work shirts

5. Pant styles will consist of standard issue navy blue Dickie type, cargo type, or blue jeans.

6. Employees will be allowed to wear shorts. Short styles will be navy blue Dickie type, or blue jean style. However, employees will not be allowed to wear shorts in circumstances where safety is at issue. For instance, cutting, burning, welding, or certain types of sewer work are examples where shorts would not be permitted. No "cut offs" will be permitted.

7. Employees are required to wear ANSI approved safety toed work boots as part of their everyday work uniform. Work boots must be serviceable and not in disrepair. If the steel portion of the boot is exposed to the elements due to wear and tear the employee will be required to replace the boots immediately. Employees will be asked to change into boots that are serviceable. If the employee cannot change into serviceable boots they will be directed to replace the boots prior to the next workday.
8. ~~The City agrees to have a Uniform Committee consisting of the Director or his/her designee, an Operations Supervisor, and a member of the AFSCME unit chosen by the Unit.~~

9. Employees are required to wear rented uniforms. Flexibility options described below.

Flexibility Options

~~Grandfathered clothing will be allowed to be worn until July 1, 2017. After July 1, 2017 all uniforms and clothing must comply with this policy. Sleeveless shirts will not be considered grandfathered under this section.~~

1. Employees may also substitute shirt/pant rentals for coveralls. If an employee elects to rent a pair of coveralls, they must reduce the number of shirt/pant rentals by 2 (two) items. For instance, one pair of coverall rentals equals a reduction of either two shirts, or two pairs of pants, or a combination of 1 (one) pair of pants and 1 (one) shirt. Another option is for employees to reduce their rentals by 1 (one) jacket only in exchange for 1 (one) pair of coverall rentals.

2. Employees may purchase work clothing using their boot and glove allowance in accordance with the contract. **All personally owned clothing and** ~~W~~winter coats must fit the color scheme of the Department's policy of navy blue, black, or gray. These

"winter coats" are exempt from the policy's labeling requirement. However, all other garments must be labeled in accordance with the policy, and this exemption only applies to the "winter coat." All clothing layers underneath must be properly labeled.

3. All articles of clothing purchased by employees will be labeled with the Departments uniform logo at the expense of the employee. Shorts are not subject to the labeling requirements. Example; if an employee wears a purchased jacket and sweatshirt, and the employee removes the jacket; the sweatshirt will then serve as the piece of identifying clothing now being worn by the employee, and thus must be labeled accordingly.

4. All purchased articles of clothing will be consistent with the Department's uniform policy. Any questions will be referred to Management for consideration.

5. Employees will be allowed to wear class 3 type (lime green) shirts and jackets as long as they meet ANSI standards for class 3 clothing. Employees wishing to purchase and wear this type of clothing will be responsible to ensure that this clothing is labeled consistent with this policy i.e. every garment will have the Department's logo at the expense of the employee. All approved clothing purchases will be laundered and otherwise maintained by the employee.

6. Employees will be allowed to wear ball cap type hats. Employees will be authorized to wear another style hat for "task situational" needs. For instance, an employee out mowing or hot topping will be allowed to wear a "broad brimmed" hat if they desire; however, the standard ball cap type hat will be the style hat to be worn regularly by employees. No hats will be allowed that contain words or pictures that are obscene or offensive. Ball cap type hats will not be worn backwards or on the side of the head. Broad brimmed hats will be reasonable in appearance, size, and color and at the discretion of management. Employees will not be allowed to wear bandannas or rags on their heads; however, blue sweatbands with elastic straps or similar will be allowed.

7. Employees may purchase t-shirts and other approved garments from the Union's chosen vendor with the management approved screened logo. This will ensure consistency with purchased clothing regarding quality, color, and logo etc.

~~All AFSCME unit employees will be required to wear uniforms to work everyday in accordance with the guidelines of this policy (no opting out). Uniforms will be picked up and laundered weekly from the Public Services Garage by the City's approved vendor. Only rented uniforms will qualify for the laundering service. Employees will utilize the approved vendor to replace any damaged or destroyed rented uniforms. Employees will be required to launder their personally owned committee approved clothing. Employees will ensure that their personally owned clothing will be neat and presentable and not in disrepair when reporting for work. Employees reporting for work in their personally owned clothing that is not presentable or, in disrepair and not within the guidelines of this policy will be asked by someone from the management team to change into policy approved clothing. If the clothing the employee is wearing is obscene of offensive the employee will be asked to change into policy approved uniform clothing. The Uniform Committee will have the final say in what personal clothing is approved and as to whether or not personal clothing is considered not presentable or in disrepair. Employees not adhering to the guidelines of this policy may be subject to disciplinary action as described in the current labor agreement.~~

~~Standard issue in the Street Division for EO2's, EO1's and Laborers will be (11) eleven shirts, (11) eleven pants and (2) two jackets. However employees may opt for a minimum issue of (7) seven pants and (7) seven shirts and no jackets. Flexibility options are listed below.~~

~~Employees in the Wastewater Division and the Equipment Technician classifications will be issued (3) three sets of coveralls (100% cotton) in addition to the (11) eleven standard issue uniform sets, and (2) two jackets.~~

~~Standard issue shirt styles will consist of a combination of long sleeve button down shirts, short sleeve button down shirts, polo shirts, tee shirts, and sleeveless (with cuff) shirts in approved colors of navy blue, black, or gray.~~

~~Pant styles will consist of standard issue navy blue Dickie type, cargo type, or blue jeans.~~

~~Employees will be allowed to wear shorts. Short styles will be navy blue Dickie type, or blue jean style. However, employees will not be allowed to wear shorts in circumstances where safety is at issue. For instance cutting, burning, welding, or certain types of sewer work are examples where shorts would not be permitted. No "cut offs" will be permitted.~~

~~Employees are required to wear ANSI approved safety toed work boots as part of their everyday work uniform. Work boots must be serviceable and not in disrepair. If the steel portion of the boot is exposed to the elements due to wear and tear the employee will be required to replace the boots immediately. Employees will be asked to change into boots that are serviceable. If the employee cannot change into serviceable boots they will be directed to replace the boots prior to the next workday.~~

~~Standard issue work jacket style will be navy blue hip length type.~~

~~The City agrees to have a Uniform Committee consisting of the Director or his/her designee, an Operations Supervisor, and a member of the AFSCME unit chosen by the Unit.~~

~~The Committee will meet to examine articles of clothing submitted by employees for consideration for "grand fathering." The Committee will meet on an annual basis to review the policy and make any necessary changes. The Committee also recognizes that this will be a work in progress as the policy is implemented.~~

~~Employees are exempt from the uniform policy requirements when in the employee lunch room, and during the morning stretching program only. Otherwise, employees are required to be in proper uniform at all times as described in this policy.~~

~~Flexibility options~~

~~Employees who have purchased clothing prior to this policy being implemented will be allowed to submit this clothing to the Uniform Committee for "grandfathering" consideration. The Committee will review the clothing and make a decision as to whether or not to "grandfather" the clothing being considered. Grandfathered clothing will be date stamped and tracked. Once a piece of "grandfathered" clothing is no longer serviceable replacements will be made through the City's approved vendor and in compliance with this policy. The decision of the committee is final and not subject to the grievance process.~~

~~Employees may elect any combination of rental uniforms up to 11 sets and 2 jackets, however all employees will be required to maintain a minimum of (7) sets of rental uniforms. Seven (7) sets means, seven (7) pants and seven (7) shirts.~~

~~Employees may also substitute shirt/pant rentals for coveralls. If an employee elects to rent a pair of coveralls, they must reduce the number of shirt/pant rentals by 2 (two) items. For instance, one pair of coverall rentals equals a reduction of either two shirts, or two pairs of pants, or a combination of 1 (one) pair of pants and 1 (one) shirt. Another option is for employees to reduce their rentals by 1 (one) jacket only in exchange for 1 (one) pair of coverall rentals.~~

~~Employees who opt out of the rental jacket option may purchase approved jackets as long as it fits within the scope of the uniform policy color schemes which are navy blue, black, or gray. Employees may purchase a "winter coat" from their boot and glove allowance in accordance with the contract. These "winter coats" must fit the color scheme of the Department's policy of navy blue, black, or gray. These "winter coats" are exempt from the policy's labeling requirement. However, all other garments must be labeled in accordance with the policy, and this exemption only applies to the "winter coat." All clothing layers underneath must be properly labeled.~~

~~All articles of clothing purchased by employees will be labeled with the Departments uniform logo at the expense of the employee. Pants and shorts are not subject to the labeling requirements. Example; if an employee wears a purchased jacket and sweatshirt, and the employee removes the jacket; the~~

~~sweatshirt will then serve as the piece of identifying clothing now being worn by the employee, and thus must be labeled accordingly.~~

~~All purchased articles of clothing will be consistent with the Department's uniform policy. Any questions will be referred to the Uniform Committee for consideration.~~

~~Employees will be allowed to wear class 3 type (lime green) shirts and jackets as long as they meet ANSI standards for class 3 clothing. Employees wishing to purchase and wear this type of clothing will be responsible to ensure that this clothing is labeled consistent with this policy i.e. every garment will have the Department's logo with the exception of pants and shorts, and at the expense of the employee. Clothing purchases of this type will also be made from the catalog of the City's approved uniform vendor. All approved clothing purchases will be laundered and otherwise maintained by the employee.~~

~~On an annual basis the City's approved uniform vendor will visit the site and each employee will have the opportunity to make any changes to their laundered clothing within the guidelines of this policy.~~

~~Employees will be allowed to wear ball cap type hats. Employees will be authorized to wear another style hat for "task situational" needs. For instance, an employee out mowing or hot topping will be allowed to wear a "broad brimmed" hat if they desire, however the standard ball cap type hat will be the hat to be worn regularly by employees. No hats will be allowed that contain words or pictures that are obscene or offensive.~~

~~Employees will be required to wear City issued identification badges as part of their everyday uniform. Badges will be displayed in plain view of the public in an approved badge holding devices. Employees may opt not to display the badge, however they must carry the identification badge on their person at all times when working. Exceptions will be made under circumstances whereas as to wear the badge would create an unsafe situation for the employee i.e. chipping brush.~~

CITY OF WESTBROOK, MAINE

IN CITY COUNCIL

Date: January 27, 2020

Order: 2020-21

AUTHORIZING ACCEPTANCE & EXPENDITURE OF HIGH VISIBILITY IMPAIRED DRIVING ENFORCEMENT GRANT

That the Westbrook City Council hereby authorizes the acceptance and expenditure of a 2020 High Visibility Impaired Driving Enforcement Grant from the Bureau of Highway Safety in the amount of $4,800 and further authorizes the expenditure of said grant for distracted driving enforcement as outlined in the attached exhibit.

Grant funds to be credited to revenue line 22002110-43400-02210
Expenditure to be deducted from account line 22002110-51300-02210

First Reading: January 27, 2020 Second and Final Reading: February 3, 2020

Attest:

City Clerk Mayor

CITY OF WESTBROOK, MAINE

2 York Street, Westbrook, ME 04092

REQUEST FOR COUNCIL ACTION

Requests are due to the City Clerk two Fridays prior to a Council meeting. If expenditure/acceptance of funds is involved, Finance Department approval is required prior to submission.

PROPOSED TITLE: Acceptance and expenditure of 2020 High Visibility Impaired Driving Enforcement Grant

REQUESTED BY: Captain Steven Goldberg - Westbrook Police Department

DATE: 01/15/2020

SUMMARY:

The Westbrook Police Department has applied for and been awarded a 2020 High Visibility Impaired Driving Enforcement Grant through the Bureau of Highway Safety. The grant award is for $4,800. The grant will fund special enforcement details that will focus on impaired driving enforcement.

No City funds will be required of this grant.

BUDGET LINES AFFECTED (IF APPLICABLE):

22002110-43400-02210 revenue State Grants
22002110-51300-02210 expense OT Grants

OK-TN

CTB16A20190814*0018

RECEIVED DEC 19 2019

SUBGRANT CONTRACT

DO NOT ENCUMBER

PLEASE RETURN TO:
BUREAU OF HIGHWAY SAFETY
LAUREN STEWART, DIRECTOR
45 COMMERCE DRIVE, SUITE 1
STATE HOUSE STATION 164
AUGUSTA, MAINE 04333-0164

SUBGRANT #: ID20-029

APPROVAL DATE: 10/01/2019

PROJECT PERIOD: 10/01/2019 TO 09/15/2020

013 16A 405D 012 6401 ID029

The Bureau of Highway Safety, hereinafter called the subgrantor, herewith agrees to provide funds in accordance with the provisions of the Highway Safety Act of 1966, as amended, and appropriate state statutes and regulations to:

Subgrantee Legal Name: Westbrook Police Department

hereinafter called the subgrantee, for the purposes and in the amounts contained in the subgrant application submitted by the subgrantee and approved by the subgrantor.

The subgrantee agrees to the terms and conditions stated in the approved subgrant application on file at the office of the subgrantor which are made a part of this contract by reference. The subgrantee agrees to comply with the reimbursement procedures required by the subgrantor and with all special conditions imposed by the subgrantor in approving the award.

The subgrantee agrees to provide the required matching contributions as specified in the approved subgrant application for your 2020 NHTSA HVE & Drive Sober.

For the Subgrantor - Bureau of Highway Safety

Federal: $4,800.00

E016000038 I
Westbrook City Of
570 Main Street
Westbrook, ME, 04092

10/1/19 — Authorized Signature: Lauren V. Stewart — Director (Title)
Date:

12/16/19 — Authorized Signature for Subgrantee: Chief Janine Roberts — Chief (Title)
Date:

THIS CONTRACT HAS BEEN APPROVED AS TO FORM BY THE DEPARTMENT OF THE ATTORNEY GENERAL ON MAY 6, 1996.

This contract is valid only if signed by an authorized representative of the applicant and BHS and has been approved by the Maine Division of Purchases.

This subgrant award is conditional upon subsequent legislative or executive action, federal or state, which may result in a budget recision, deferral or revision. Approval may also be contingent upon a current year comprehensive plan approval by NHTSA.

CITY OF WESTBROOK, MAINE

IN CITY COUNCIL

Date: January 27, 2020

Order: 2020-22

GRANTING EASEMENT TO PORTLAND WATER DISTRICT

That the Westbrook City Council hereby grants a permanent utility easement over a portion of the City-owned parking lot located on the easterly side of Vallee Square to the Portland Water District as outlined in the attached Easement Deed.

First Reading: January 27, 2020 Second and Final Reading: February 3, 2020

Attest:

City Clerk Mayor

EASEMENT DEED

The CITY OF WESTBROOK, a Municipal corporation organized and existing under the laws of the State of Maine and having a mailing address of 2 York Street, Westbrook, Maine 04092 ("OWNER") for consideration paid, hereby grants to the **PORTLAND WATER DISTRICT**, a public quasi-municipal Maine corporation of Portland, Maine ("DISTRICT"), with quit-claim covenants an easement on property located on the easterly side of Vallee Square in the City of Westbrook, Cumberland County, Maine, bounded and described in Exhibit A attached hereto and made a part hereof (hereinafter "Easement Area"). .

The DISTRICT shall have the following permanent easement rights in the Easement Area described above:

1. the right to install, maintain, replace, operate and remove conduits or pipelines for conveying water, wastewater and storm water with all necessary fixtures and appurtenances, including electric or other energized control lines; and

2. the right to make connections with the conduits or pipelines on land adjacent to the Easement Area; and

3. the right to trim, cut down, and/or remove bushes, grass, crops, trees or any other vegetation, to such extent as is necessary for any of these purposes in the sole judgment of the DISTRICT; and

4. the right to change the existing surface grade of the Easement Area as is reasonably necessary for any of these purposes; and

5. the right to enter on the Easement Area at any and all times for any of these purposes.

OWNER reserves the use and enjoyment of the Easement Area for any purpose that does not interfere with the use of the Easement Area by the DISTRICT for its own purposes; provided that none of the following improvements may be made by OWNER in the Easement Area, without the written permission of the DISTRICT:

1. No buildings or any other permanent structures are allowed in the Easement Area, with the exception of pavement and utilities.

2. No earth shall be removed, no fill may be added, and no other change shall be made to the surface grade of the Easement Area.

3. All underground utility lines in the Easement Area shall be located and installed in accordance with the approved design plans on file at the offices of the DISTRICT and OWNER.

All underground power, telephone and cable services will be installed in conduit when crossing over any water conduits or pipelines.

This Easement Deed is signed as a document under seal.

Dated: , 2020

CITY OF WESTBROOK

_____

By: Michael Foley
Its: Mayor

State of Maine
County of Cumberland , 2020

Michael Foley personally appeared before me in his said capacity and acknowledged that his signature on this document was his free act and deed on behalf of the City of Westbrook.

_____

Notary Public/Attorney at Law

_____

Print Name

EXHIBIT A

Beginning at the intersection of the northerly sideline of Main Street and easterly sideline of Vallee Square; thence North 08° 16’ 20” West along said Vallee Square one hundred nighty and four tenths (190.40) feet to the point of beginning; thence the following courses and distances along said City of Westbrook land:

North 80° 11’ 10” East a distance of eighty-six and zero hundredths (86.00) feet;

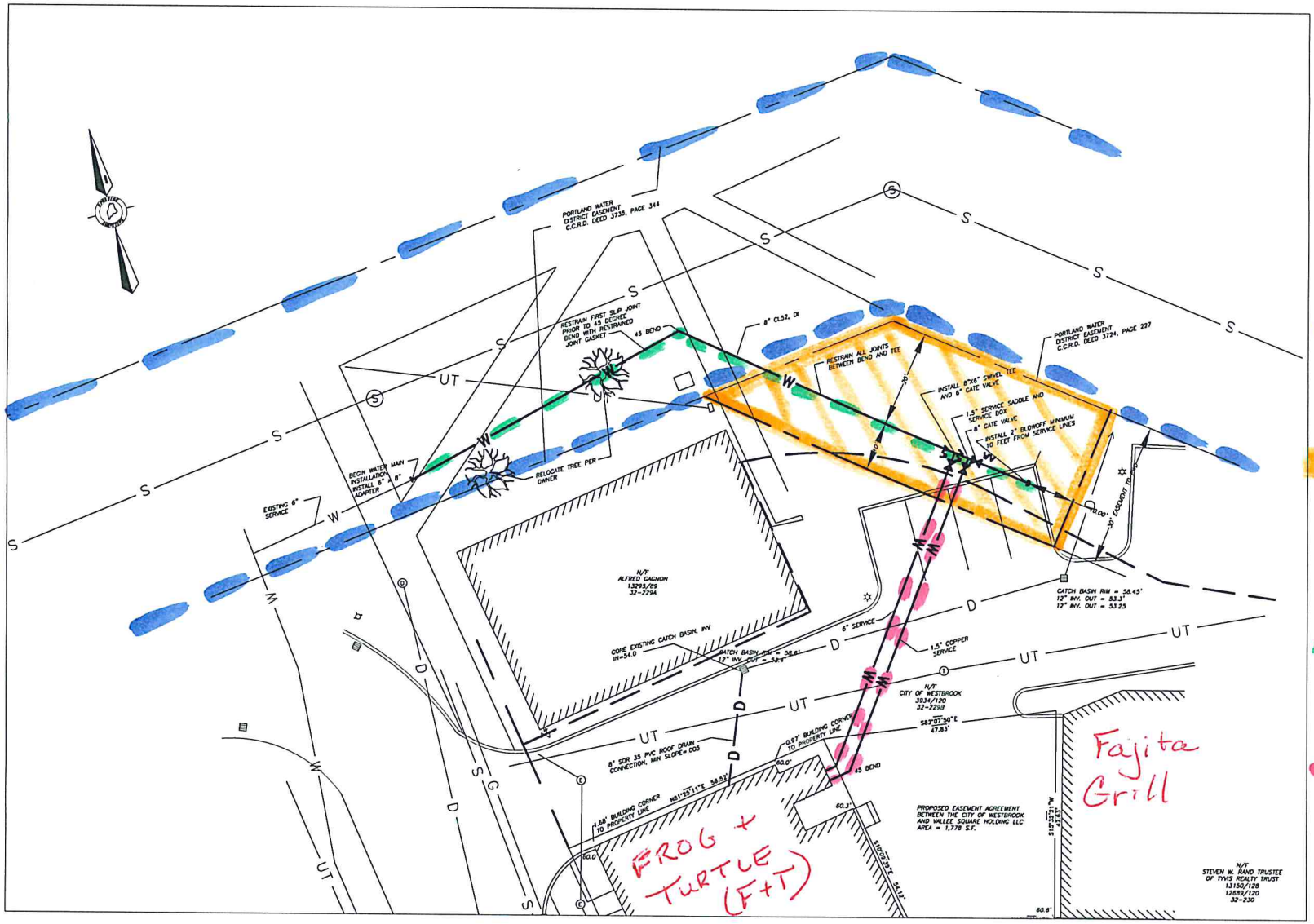
South 48° 38’ 01” East a distance of sixty-nine and sixty-eight hundredths (69.68) feet;

South 37° 33’ 03” West a distance of twenty-two and fifty-one hundredths (22.51) feet;

North 50° 30’ 49” West a distance of seventy-six and sixty-seven hundredths (76.67) feet;

South 83° 25’ 23” West a distance of sixty-two and sixty-seven hundredths (62.67) feet;

Thence North 08° 16’ 20” West a distance of eight and fifty-six hundredths (8.56) feet to the point of beginning.



NOTES:

1. BASE MAP ADAPTED FROM

1. THE BASIS OF BEARING FOR THIS SURVEY IS THE MAINE STATE COORDINATE SYSTEM, WEST ZONE. ELEVATIONS ARE REFERENCED TO NAVD1988.

2. REFERENCE IS MADE TO THE FOLLOWING PLANS:
   a. "BOUNDARY SURVEY SITE PLAN, WESTBROOK, MAINE FOR VALLEE SQUARE HOLDING LLC" BY SPURWINK SURVEYING. DATED APRIL 9, 2019. REFERENCE TO PROJECT NUMBER 201908.
   b. "PLAN OF LAND ON MAIN STREET, WESTBROOK, MAINE FOR HENRY GAGNON" BY OWEN HASKELL, INC. DATED FEBRUARY 24, 1997. REFERENCE TO FILE NUMBER 88199WE.
   c. "STATE OF MAINE, DEPARTMENT OF TRANSPORTATION, STP-1928(200), BRIDGE STREET BRIDGE, PRESUMSCOTT RIVER, WESTBROOK, CUMBERLAND COUNTY, GENERAL PLAN 3 DATED SEPTEMBER 2014.
   d. "STATE AID HIGHWAY NO.3, BRIDGE STREET, WESTBROOK, CUMBERLAND COUNTY, FEDERAL AID PROJECT NO. STP-1928(200), DATED SEPTEMBER 2014, SHEET 2 OF 3. D.O.T. FILE NO. 3-592.

3. THE UTILITIES SHOWN ON THIS PLAN WERE MARKED BY DIG SMART OF MAINE ON 2/19/2019 AND 4/8/2019 OR SHOWN ON PLAN EFERENCES 2.a & 2.b AND THEIR LOCATIONS ARE TO BE CONSIDERED APPROXIMATE. THERE MAY BE OTHER UTILITIES EXISTING THAT ARE NOT SHOWN. CONTRACTOR TO CONTACT DIG-SAFE (888)DIG-SAFE PRIOR TO ANY EXCAVATION WORK.

4. WATER MAIN TO BE INSTALLED AT TYPICAL DEPTH OF 5.5 FEET COVER. 1-INCH AIR RELIEF VALVE REQUIRED AT HIGH POINTS.

-Existing PWD Easement

-Area OF Expanded PWD Easement

- New PWD Main LINE

-F&T new lateral water lines

REVISIONS		
DATE	DETAILS	BY
2019-04-17	SUBMITTAL TO PWD	GHC

CAUTION

- ALL UTILITIES ARE NOT NECESSARILY SHOWN ON THIS DRAWING.
- WHERE UTILITIES ARE SHOWN, LOCATIONS ARE NOT GUARANTEED
- LOCATION & SIZE OF ALL UTILITIES MUST BE VERIFIED IN THE FIELD.

DATE: 2019-05-11
DRAWN: GHC
DESIGNED:
CHECKED:
ENGINEER:
APPROVED:

WATERMAIN EXTENSION

VALLEE SQUARE HOLDING LLC
3 VALLEE SQUARE
WESTBROOK, MAINE

SCALE: AS SHOWN / AS SHOWN
CONTRACT NO.: 00001
CAD/FILE NUMBER: C101
PAGE NO.: 1 of 3

CITY OF WESTBROOK, MAINE

IN CITY COUNCIL

Date: February 3, 2020

Resolve: 2020-11

REFERRING TEMPORARY SIGN ORDINANCE REVIEW TO PLANNING BOARD

That the Westbrook City Council hereby refers a comprehensive review of temporary sign ordinance regulations to the Planning Board for review, public hearing and recommendation back to the City Council.

First and Final Reading: February 3, 2020

Attest:

City Clerk

Mayor

CITY OF WESTBROOK, MAINE

2 York Street, Westbrook, ME 04092

REQUEST FOR COUNCIL ACTION

*Requests are due to the City Clerk two Fridays prior to a Council meeting. If expenditure/acceptance of funds is involved, Finance Department approval is required **prior** to submission.*

PROPOSED TITLE: Referring Temporary Sign Ordinance Review to Planning Board

REQUESTED BY: Administration

DATE: 01/29/2020

SUMMARY:

This is a request to refer a review of the Temporary Sign Ordinance to the Planning Board.

The existing temporary sign legislation located within the Land Use Ordinance requires a comprehensive review. Current language references signs for real estate, new business and construction, but does not specifically regulate other types of temporary signage such as campaign signs.

A comprehensive review of temporary signage regulations will look at definitions, applications, and the time, placement, materials used, and size of such signage, along with a legal review to ensure compliance with State statute.

BUDGET LINES AFFECTED (IF APPLICABLE):

N/A

CITY OF WESTBROOK, MAINE

IN CITY COUNCIL

Date: February 3, 2020

Order: 2020-23

APPROVING WRITE-OFF OF UNCOLLECTIBLE PERSONAL PROPERTY TAXES

That the Westbrook City Council hereby authorizes the Tax Collector to write off the attached uncollectible personal property tax accounts totaling $42,456.25, dating from 2010-2018, as outlined in the attached exhibit.

First and Final Reading: February 3, 2020

Attest:

City Clerk

Mayor

CITY OF WESTBROOK, MAINE

2 York Street, Westbrook, ME 04092

REQUEST FOR COUNCIL ACTION

*Requests are due to the City Clerk two Fridays prior to a Council meeting. If expenditure/acceptance of funds is involved, Finance Department approval is required **prior** to submission.*

PROPOSED TITLE: Approving Write-Off of Uncollectable Personal Property Taxes

REQUESTED BY: Tax Collector

DATE: 01/28/2020

SUMMARY:

Request to write-off uncollectable Personal Property taxes.

BUDGET LINES AFFECTED (IF APPLICABLE):

Personal Property Accounts Receivable GL Account # 1000-10510

Non Zero Balance on Non Lien Accounts

Complete List

As of: 01/27/2020

Acct	Name	Year	Balance
3436	302 AUTO REPAIR	2015	54.85
3156	3PERK ENTERPRISES INC	2015	337.12
3452	Acropolis Restaurant	2010	372.75
3807	ADVANCED ENTERPRISES INC	2014	43.00
3807	ADVANCED ENTERPRISES INC	2015	53.88
3795	AJ S MARKET LLC	2015	41.28
4000	ALIGNED RIGHT MEDIA	2017	29.44
3753	AMERICAS BEST HOD LLC	2015	135.15
3322	Anderson M.P. Inc.	2010	54.52
3858	AP VENDING & AMUSEMENT	2015	333.04
3165	APR ASSOCIATES	2015	20.24
2438	Artforms	2012	4,871.44
2438	ARTFORMS	2013	8,428.56
3141	Arwo Market	2012	636.00
3480	ATLANTIC COAST LENDING	2015	29.24
3167	Atlantic Insurance And Be	2010	50.32
3218	Au Bags And Accessories	2011	337.75
3811	AUTHENTIC BEAUTY SALON	2016	26.96
3811	AUTHENTIC BEAUTY SALON	2017	40.48
24	Avery Services Inc	2010	950.23
24	Avery Services Inc	2011	2,171.52
24	AVERY SERVICES INC	2012	468.06
24	AVERY SERVICES INC	2013	479.88
24	AVERY SERVICES INC	2014	531.48
3913	A AVERY FUEL OIL INC	2015	420.26
859	BEAN TREE POTTERY	2015	132.16
1347	BRYANT'S QUALITY CLEANING SERV	2016	17.96
1347	BRYANT'S QUALITY CLEANING SERV	2017	20.24
4064	CHECKERED FLAG PHARM LLC	2015	75.05
3490	COMBINED INSURANCE	2013	123.69
7	CURRENT PUBLISHING LLC	2015	898.00
3478	DANCING ELEPHANT	2014	173.68
3478	DANCING ELEPHANT	2015	352.60
3478	DANCING ELEPHANT	2016	364.59
4044	DAVID BUTLER PHOTOGRAPHY	2015	84.96
3047	Digital Graphics	2011	284.97
3047	Digital Graphics	2012	389.76
3047	DIGITAL GRAPHICS	2013	328.86
3047	DIGITAL GRAPHICS	2014	17.20
3047	DIGITAL GRAPHICS	2015	17.20
4035	ELIZABETH THOMAS PHOTOGRAPHY	2016	16.99
3592	FACTOR NUTRITION LABS LLC	2012	548.10
3592	FACTOR NUTRITION LABS LLC	2013	577.92
3592	FACTOR NUTRITION LABS LLC	2014	521.16
3592	FACTOR NUTRITION LABS LLC	2015	506.47

4138	FISHERMANS GRILL LLC	2015	598.50
3141	FOOS ALI DBA	2013	153.08
3141	FOOS ALI DBA	2014	142.76
3141	FOOS ALI DBA	2015	143.68
3898	FOSTER, LISA	2014	71.84
3898	FOSTER, LISA	2015	80.96
3731	GOMES, JACQUELINE PA	2013	51.60
3731	GOMES, JACQUELINE PA	2014	59.27
3731	GOMES, JACQUELINE PA	2015	66.24
3754	HABIBZHI, ANIJA DBA	2011	96.32
3754	HABIBZHI, ANIJA DBA	2012	101.48
3754	HABIBZHI, ANIJA DBA	2013	109.56
3754	HABIBZHI, ANIJA DBA	2014	115.92
3754	HABIBZHI, ANIJA DBA	2015	122.72
3959	HEALTHMARKETS INSURANCE	2016	41.54
173	HIGHLAND VARIETY	2013	69.60
173	HIGHLAND VARIETY	2014	302.72
173	HIGHLAND VARIETY	2015	326.80
3581	HOWELL	2013	168.56
3581	HOWELL	2014	154.80
3581	HOWELL	2015	150.86
3581	HOWELL MSI INC	2013	135.85
4021	INDEPENDENT DELIVERY SERVCIES	2016	83.01
3426	IT Partners	2011	76.57
2553	JAMES & GERALDINE RICHARDS	2014	202.96
2553	JAMES & GERALDINE RICHARDS	2015	223.60
3725	JBN INC. DBA	2015	179.60
3604	K-9 Cuts	2012	43.50
3604	K-9 CUTS	2013	46.98
3183	KOSMEIN SKIN CARE CENTER	2018	37.76
3891	LEWIS EMERY	2015	313.41
2371	MAD GAB'S INC	2015	175.26
2567	Magnum Integrated Technolgies	2010	33.82
2567	Magnum Integrated Technolgies	2011	257.17
3692	MAINELY TICKETS .COM	2013	43.50
921	MARTELL BROTHERS PAINTING	2014	101.70
921	MARTELL BROTHERS PAINTING	2015	143.68
3437	MOORE INC	2012	226.20
3437	MOORE INC	2013	240.80
3437	MOORE INC	2014	22.36
3437	MOORE INC	2015	21.55
3789	MOORE PHOTOGRAPHY	2013	129.29
3789	MOORE PHOTOGRAPHY	2014	233.48
3789	MOORE PHOTOGRAPHY	2015	263.12
1594	NORTH AMERICAN MARKETING CORP	2015	143.87
4048	PAUL ABROL	2015	67.97
1054	PLASTIC SUPPLY INC OF MAINE	2016	0.57
2603	Portland Beverage	2010	251.17
2603	Portland Beverage	2011	344.59
320	RALPH'S USED CARS	2012	91.59

320	RALPH'S USED CARS	2013	123.28
320	RALPH'S USED CARS	2014	126.50
320	RALPH'S USED CARS	2015	145.64
3392	SEACOAST LAW AND TITLE	2013	30.97
3392	SEACOAST LAW LLC	2014	26.43
3392	SEACOAST LAW LLC	2015	29.92
2435	Stone Concepts	2010	803.27
3305	SWEDISH SOLUTION INC	2015	226.32
925	THATCHERS	2014	418.82
925	THATCHERS	2015	804.61
3766	THE FITNESS EDGE LLC	2013	430.00
3766	THE FITNESS EDGE LLC	2014	473.00
3766	THE FITNESS EDGE LLC	2015	538.80
3661	TRAVERS, ERICA	2013	26.10
3541	Tri State Atm	2011	95.60
3541	Tri State Atm	2012	435.00
3541	TRI STATE ATM	2013	261.00
3541	TRI STATE ATM	2014	283.80
3541	TRI STATE ATM	2015	309.60
3385	TROPICAL SUN TANNING	2013	301.73
3385	TROPICAL SUN TANNING	2014	336.72
3385	TROPICAL SUN TANNING	2015	436.13
3900	UNIQUE AUTO SALES & SERVICE LL	2014	202.40
3900	UNIQUE AUTO SALES & SERVICE LL	2015	245.44
2364	VACUUM DOCTOR INC	2013	17.40
383	Village Dry Cleaning	2011	493.76
383	Village Dry Cleaning	2012	549.84
383	VILLAGE DRY CLEANING	2013	598.56
4128	WDS PROPERTIES LLC	2015	16.06
3958	WHOLESALE VALUE PLUS MOTOR SAL	2016	36.80
			42,456.25

CITY OF WESTBROOK, MAINE

IN CITY COUNCIL

Date: February 3, 2020

Order: 2020-24

AUTHORIZING DISTRIBUTION OF SNOWMOBILE REVENUES TO WESTBROOK TRAIL BLAZES SNOWMOBILE CLUB

That the Westbrook City Council hereby authorizes the distribution of municipal snowmobile registration revenue collected in 2019 in the amount of $2,072.06 to the Westbrook Trail Blazes Snowmobile Club.

Funds available in budget line 10001510-44199.

First and Final Reading: February 3, 2020

Attest:

City Clerk

Mayor

CITY OF WESTBROOK, MAINE

2 York Street, Westbrook, ME 04092

REQUEST FOR COUNCIL ACTION

*Requests are due to the City Clerk two Fridays prior to a Council meeting. If expenditure/acceptance of funds is involved, Finance Department approval is required **prior** to submission.*

PROPOSED TITLE: Authorizing Distribution of Snowmobile Revenues to Westbrook Trail Blazes Snowmobile Club

REQUESTED BY: Tressina Germani, Accounting Manager

DATE: 01/28/2020

SUMMARY:

The State of Maine Department of Inland Fisheries & Wildlife requires the annual registration of snowmobiles. The City of Westbrook has historically donated the municipal agent fees collected from these registrations to the Westbrook Trail Blazes Snowmobile Club, which performs extensive construction, maintenance and grooming of a network of trails throughout Westbrook.

This is a request to authorize the distribution of $2,072.06, representing the municipal revenue from snowmobile registrations collected in 2019, to Westbrook Trail Blazes Snowmobile Club.

BUDGET LINES AFFECTED (IF APPLICABLE):

10001510-44199

OK TM

Collector Payment and Remittance Report

Bottomline

Paymode-X

Company Name: CITY OF WESTBROOK, MAINE **Collector Account:** CITYWSTBRK.RECEIVABLES

Payments Settling On: 22-Jan-2020

DPA	Payment Number	Payment Status	Disburser Account	Vendor Number	Payment Method	Issue Date	Credit/Cleared Date	Expiration Date	Payment Amount	Currency Code	Bank Account Number	Attachment
923367453	202001177349056	Processed Successfully	StateofMaine.BAC	VC1000096126	ACH	N/A	22-Jan-2020		2,072.06	USD	**********7823	YES

Remittances:

Remit Number	Vendor #	Vendor Name	Payer Account #/Description	Agency Phone #	Payment Voucher #	Invoice #	Paid Invoice Amount	Currency
1	VC1000096126	WESTBROOK CITY OF	Dept of Inland Fishe	207-624-6383	SR20190508	1905240	2,072.06	USD

USD Total Count and Sum for 22-Jan-2020	**1 payment(s) for 2,072.06 USD**
USD Total Count and Sum for CITYWSTBRK.RECEIVABLES	**1 payment(s) for 2,072.06 USD**
USD Number of Remittances	**1 remittance(s) for 2,072.06 USD**
USD Grand Totals	**1 payment(s) for 2,072.06 USD**

Post to
Munis account
1001510 44199

2000-2020 Bottomline Technologies (de) Inc. All rights reserved. Users of this site agree to be bound by the users Paymode-X or PayMode Agreement(s), including the Operating Rules for the Services utilized. Bottomline Technologies, the Paymode-X logo, the PayMode logo, and the BT logo are trademarks of Bottomline Technologies, Inc. which may be registered in certain jurisdictions. All other brand/product names are trademarks of their respective holders.

Additional Information

Report Generated At: 01/22/2020 08:30:23

Payment Summary:

Payment Number:	202001177349056	**Settlement Date:**	01/22/2020
Disbursing Paymode-X Account:	StateofMaine.BAC	**Collecting Paymode-X Account:**	CITYWSTBRK.RECEIVABLES
Current Status:	Processed Successfully	**Payment Amount:**	$2,072.06
Remit Item #:	1		

Dept of Inland Fisheries & Wildlife for 2019 Snowmobile Refund

copyright 2004 Bank of America Corporation

CITY OF WESTBROOK, MAINE

IN CITY COUNCIL

Date: February 3, 2020

Order: 2020-25

AUTHORIZING FY 2021 ANIMAL SHELTER CONTRACT WITH THE ANIMAL REFUGE LEAGUE OF GREATER PORTLAND

That the Westbrook City Council hereby authorizes the attached annual agreement between the City of Westbrook and the Animal Refuge League of Greater Portland for the care of stray, abandoned, and unwanted animals at a cost of $22,742.20 for the period of July 1, 2020 through June 30, 2021.

Funds available in budget line 10001310-58100.

First Reading: February 3, 2020 Second and Final Reading:

Attest:

City Clerk Mayor

CITY OF WESTBROOK, MAINE

2 York Street, Westbrook, ME 04092

REQUEST FOR COUNCIL ACTION

*Requests are due to the City Clerk two Fridays prior to a Council meeting. If expenditure/acceptance of funds is involved, Finance Department approval is required **prior** to submission.*

PROPOSED TITLE: Approving FY 2021 Animal Shelter Contract with Animal Refuge League of Greater Portland

REQUESTED BY: Angela Holmes, City Clerk

DATE: 01/28/2020

SUMMARY:

The City of Westbrook contracts with the ARLGP for animal shelter services on an annual basis. When stray cats and dogs are brought in by Westbrook Police, the shelter collects an impound fee from the owner on the City's behalf, and turns the revenue over to the City.

The proposed FY 2021 contract rate is $22,742.20, the based upon a rate of $1.30 per capita for Westbrook (17,494 at last census). This is the same rate as FY 2020.

Contract Fees (Per Capita)
FY 21 - $1.30 (proposed)
FY 20 - $1.30
FY 19 - $1.25
FY 18 - $1.25
FY 17 - $1.15
FY 16 - $1.15
FY 15 - $1.15

BUDGET LINES AFFECTED (IF APPLICABLE):

10001310-58100 JR SM

PO Box 336
Westbrook, ME 04098-0336
207-854-9771 ph 207-887-7216 fx

Letter of Transmittal

To:	City of Westbrook	**From:**	Joanne Majka
	Attn: Angela Holmes, City Clerk		
	2 York Street		
	Westbrook, ME 04092	**Date:**	January 17, 2020
Re:	Town Contract Renewal 2021	**CC:**	file

Please find the enclosed 2 copies of the Animal Refuge League of Greater Portland (ARLGP) shelter contract renewals. The rate for your fiscal year 2021 will be remaining the same at $1.30. Additionally, you will find 2019 animal statistics attached to the contracts.

To renew your contract with the ARLGP, enter the date on page 1 and sign on page 4 on each contract. Please return one copy of the contract back to the ARLGP.

Currently we collect and reimburse the City of Westbrook a $25.00 Impound Fee (1st offense) from anyone who claims a dog or cat that was brought to us by the Westbrook ACO or a Westbrook officer, we collect a $50.00 Impound Fee (2nd offense), and a $100.00 Impound Fee for each repeat offense thereafter. If you want to change this rate please notify us in writing.

If you have any questions or need additional information, please do not hesitate to contact Joanne Majka at 207-517-3933 or jmajka@arlgp.org.

Sincerely,

Joanne Majka

AGREEMENT

THIS AGREEMENT made and executed in duplicate this _____ (day) of _____ (month), 2020, by and between the City of Westbrook, a municipal corporation with a place of business located in the County of Cumberland, State of Maine (hereinafter "Municipality") and the Animal Refuge League of Greater Portland, a non-profit corporation organized and existing under the laws of the State of Maine, with a principal place of business located at 217 Landing Road, in Westbrook, County of Cumberland, State of Maine, (hereinafter "ARLGP").

WITNESSETH:

WHEREAS, Municipality is required under the laws of the State of Maine to provide shelter at a State licensed animal control shelter (7 M.R.S.A. 3949) for stray and lost dogs, cats, and domesticated animals that are a problem in the community (hereinafter "Animals"); and

WHEREAS, Municipality is required under the laws of the State of Maine to provide services relating to the humane disposition of said Animals in the event they are not claimed by their owners; and

WHEREAS, ARLGP possesses both the expertise and facilities to provide these services;

NOW, THEREFORE, the parties hereby agree as follows:

1. *Acceptance of Animals*. Provided the ARLGP shelter is not under quarantine as imposed by State humane agent(s), State veterinarian(s), or contract veterinarian(s), ARLGP agrees that it will accept each and every stray, lost and confiscated domestic Animal delivered to it at the ARLGP shelter by a duly authorized Animal Control Officer, Police Officer or citizen of Municipality, provided the Animal was found within the territorial limits of Municipality. Said Animals shall be held for the legal impoundment period, after which the ARLGP will make such disposition as it, in its sole discretion, deems necessary and proper.
2. *Delivery of Animals*. Provided the ARLGP shelter is not under quarantine, all stray or lost Animals collected by the said Animal Control/Police Officer shall be delivered to ARLGP for the impoundment period provided the Animal Control/Police Officer cannot return the stray or lost Animal to its owner directly.
3. *Delivery and Hours of Operation*. ARLGP staff are regularly available between 7:00 a.m. and 5:00 p.m. Monday through Friday and between 7:00 a.m. and 4:00 p.m. Saturdays and Sundays. Whenever possible, delivery of said animals should be planned during those hours in order to ensure there is cage/kennel space available. After regular business hours, Animal Control/Police Officer(s) have access to limited temporary kenneling facilities at the ARLGP shelter.
4. *Exclusive Rights and Custody*. Municipality agrees that all Animals apprehended and seized within the boundaries of the Municipality and delivered to the ARLGP shall be under the exclusive control and custody of the ARLGP. Moreover, Municipality agrees that, so far as it is concerned, the ARLGP shall have the undisputed right, consistent with the laws of the State of Maine, to humanely dispose of every Animal given into its custody in accordance with State laws and the policies and procedures of the ARLGP.
5. *Proper Care Required*. ARLGP shall comply with animal care standards as required by State law for such Animals while they are in the ARLGP's possession.
6. *Rabies Quarantine*. The ARLGP shall quarantine on a space available basis for a period of at least ten (10) days, stray dogs and cats in the Municipality which have bitten residents of the

Municipality. Provision for rabies testing, and the costs therein, are the sole responsibility of the Municipality and/or its residents. The ARLGP is not obligated, nor does it have the space, to quarantine privately owned Animals.

7. *Fees*. For the services provided by the ARLGP, Municipality agrees to pay the ARLGP the total sum of $22,742.20, which is based on 4 Quarters at the rate of $1.30 per capita of the Municipality population 17,494, from the 2010 Census. All money is payable in advance. Quarterly payments are in the amount of $5,685.55 each for 4 quarters. The first installment is due on July 1st, 2020 and will be invoiced separately.
8. *Boarding of Confiscated Animals*. The fees noted in Paragraph 7, above, shall cover all boarding for Animals delivered to the ARLGP and held other than those pending court proceedings. It is important to note that in the case of seizures due to cruelty and or neglect, costs and fees for animal care are the municipality's responsibility. The law does provide for the municipality's reimbursement from the animal's owner. ARLGP fee schedules are available upon request.
9. *Impoundment Fee Collection and Licensing*. The ARLGP agrees that it will require every owner seeking to redeem an impounded Animal to pay the appropriate municipal impoundment fee, plus the cost of board at a rate to be determined by the ARLGP for each day of impoundment from the date of impoundment. Further, the ARLGP will require the owner of every impounded Animal to pay all applicable fees, including veterinary medical and vaccination fees, of an impounded Animal. The ARLGP shall also require proof of licensure prior to releasing a dog into the custody of the owner in accordance with 7 M.R.S.A. 3913(3) (C), as may be amended or will provide owner with a ten (10) day temporary license and forward copies to Municipality.
10. *Documentation*. The ARLGP agrees to provide to Municipality an annual detailed record of the number of stray or lost Animals seized within the territorial limits of Municipality and received by the ARLGP.
11. *Enforcement Activities*. Municipality shall be fully responsible for carrying out all enforcement activities required under the laws of the State of Maine and the Ordinances of the Municipality, as may be amended. The ARLGP shall not be required to apprehend or seize any Animals found roaming at large.
12. *Donations and Gifts*. Any and all donations, contributions, or anything of value given to or received by the ARLGP as a result of any service performed in carrying out the provisions of the Agreement, including but not limited to payments received pursuant to Paragraph 7 above, shall be the exclusive property of the ARLGP, and Municipality shall have no claim or interest therein.
13. *Adoption Authority*. The ARLGP shall have the sole and exclusive right to determine the responsibility of persons offering to become the owners of unclaimed Animals and the suitability of homes offered, and shall have the sole and exclusive right to accept or reject such applicants for unclaimed Animals.
14. *Veterinary Care*. As prescribed by 7 M.R.S.A. § 3948, the municipality is responsible for providing proper medical attention to any injured stray companion animal. The ARLGP will not accept any injured stray animal that has not received proper veterinarian medical care. Municipality agrees that it shall obtain appropriate emergency veterinary care for injured Animals prior to delivery to the ARLGP shelter. In the event that Municipality delivers an injured Animal to the ARLGP without first obtaining appropriate emergency veterinary care, the ARLGP, in its sole discretion, may elect either to refuse acceptance of such Animal or to accept delivery of such Animal and procure the veterinary care it deems necessary or appropriate. Municipality agrees to reimburse

the ARLGP for the costs of emergency and required follow up care within ten (10) days from the receipt of an invoice.

At no time will the municipality drop off any injured stray companion animal to the ARLGP during closed hours unless prior arrangements have been made with an ARLGP representative.

15. *Animal Control Officers*. Municipality agrees that it shall notify the ARLGP, in writing, of the identities of all of its duly authorized Animal Control Officers. Municipality agrees that it will provide each Animal Control Officer with a copy of the animal control laws of the State of Maine contained in the booklet published by the Maine Animal Welfare Board, the sections of the Municipality's Codes or Ordinances which are pertinent to the performance of their duties, and the terms of this Agreement. Animal Control Officers must also be certified as required by Title 7 M.R.S.A. 3947.
16. *Independent Capacity*. The ARLGP, its officers, employees, agents and volunteers shall act in an independent capacity during the term of this Agreement and shall not act or hold themselves out as officers, employees, agents or volunteers of Municipality. Municipality, its employees, agents and representatives shall act in an independent capacity during the term of this Agreement and shall not act or hold themselves out as officers, employees, agents or volunteers of the ARLGP. Nothing in this Agreement shall be deemed by either party or by any third party as creating a joint venture or partnership between the ARLGP and Municipality.
17. *Indemnity*. The ARLGP shall, at its own expense, defend, indemnify and save Municipality harmless from and as to all demands, claims, causes of action or judgments as the extent that some loss or claim results from the error, omission, negligence or fault of the ARLGP, its officers, employees or agents.
18. *Compliance*. The ARLGP agrees to comply with applicable federal and state laws and regulations in the performance of this Agreement.
19. *Assignment*. This Agreement shall not be assigned by either party without the prior written approval of the other party.
20. *Other Services*. The ARLGP offers to provide the following services to Municipality at no additional cost to Municipality:
    a. Cremation Services: The ARLGP will accept for cremation stray or lost Animals, dead on arrival, from animal control officers, or duly authorized law enforcement personnel.
    b. Telephone Services: To avoid confusion, the ARLGP will take all telephone inquiries regarding reclaiming an Animal and adopting an Animal. Under special circumstances involving suspected abuse or neglect, the Animal Control/Police Officer(s) may request that they be contacted prior to an Animal being reclaimed by its owner.
    c. Lost and Found Pet Services: ARLGP staff will take lost and found reports to facilitate the return of pets to their owners.
    d. Education Services: ARLGP staff and volunteers will be available for conducting education programs upon request to any interested community group or organization, including schools, grades K through 12.
21. *Term*. The term of this Agreement shall be from July 1, 2020, to June 30, 2021.
22. *End of Term*. At or before the end of the term of this Agreement, the parties shall negotiate the terms and conditions of either an extension of this Agreement or a new Agreement. As long as Municipality is negotiating in good faith, the ARLGP agrees to continue to receive and care for stray and lost Animals pursuant to the terms and conditions of this Agreement as may be in effect

at the end of the term. Provided, however, that such obligation shall not exceed three (3) months and that Municipality continues to make quarterly payments as were in effect at the end of the term.

23. *Complete Agreement*. This Agreement represents the entire agreement between the parties and no oral or prior written matter shall have any force or effect. No amendment shall be effective without prior express written approval signed by both parties hereto. Neither party shall be bound by any conditions not expressly stated in this Agreement.
24. *Binding*. This Agreement is binding upon, and shall inure to the benefit of the heirs, assigns and successors in interest of the parties hereto.
25. *Severability*. If any provisions of this Agreement shall be adjudged to be invalid or unenforceable by final judgment of a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity of the Agreement and the remaining provisions of the Agreement shall be construed as if not containing such provision and, thereafter, the rights and obligation of the parties shall be construed and enforced under the remaining provisions of the Agreement.
26. *Governing Law*. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maine.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on their behalf, in duplicate counterparts, as of the date first above written.

By: _____ Witness: _____

Printed Name: _____ Printed Name: _____

Its: _____

ANIMAL REFUGE LEAGUE OF GREATER PORTLAND

By: Patsy Murphy Witness: Joanne Majka

Printed name: Patsy Murphy Printed Name: Joanne Majka

Its: Executive Director

Westbrook Intakes 2019					
	Cat	Dog	Rabbit	Other	**Total**
Surrender	85	26	31	17	**159**
Returned	16	9	0	0	**25**
Seized	0	5	0	0	**5**
Stray	73	55	1	4	**133**
Transfer In	2	0	0	0	**2**
Wildlife In	0	0	0	1	**1**
Total	**176**	**95**	**32**	**22**	**324**

Westbrook Outcomes 2019					
	Cat	Dog	Rabbit	Other	**Total**
Adoption	251	124	4	6	**385**
DOA	16	4	1	1	**22**
RTO	18	34	1	0	**53**
Transfer Out	1	1	0	1	**3**
Total	**286**	**163**	**6**	**8**	**463**

# of lost/found pets:	60
# of students participating in Humane Ed programs:	2,051
# of dogs that took training classes:	27
# of households that used the Pet Food Pantry:	28
# of volunteers from your community:	68

# of pet visits to our clinic:	
Litter Helper:	1
Microchip:	31
Post Adoption Services:	5
Spay/Neuter:	125
Shelter Services:	6
Vaccination Clinic:	17
TOTAL:	**185**

CITY OF WESTBROOK, MAINE

IN CITY COUNCIL

Date: February 3, 2020

Order: 2020-26

AUTHORIZING EXPENDITURE FOR EXTENSION OF WATER SERVICE

That the Westbrook City Council hereby authorizes the expenditure of an additional $15,530 to cover the City's 70% share of the extension of approximately 200 feet of eight (8) inch ductile iron water main line from an existing public water main in Vallee Square.

Funds available in budget line 20009200-58900-02010

First Reading: February 3, 2020 Second and Final Reading:

Attest:

City Clerk Mayor

CITY OF WESTBROOK, MAINE

2 York Street, Westbrook, ME 04092

REQUEST FOR COUNCIL ACTION

*Requests are due to the City Clerk two Fridays prior to a Council meeting. If expenditure/acceptance of funds is involved, Finance Department approval is required **prior** to submission.*

PROPOSED TITLE: Authorizing Expenditure for Extension of Water Service

REQUESTED BY: Administration

DATE: 01/29/2020

SUMMARY:

City Council adopted Order 2019-12 on January 28, 2019 authorizing the extension of approximately 200 feet of eight (8) inch ductile iron main line from an existing public water main in Vallee Square. The project cost was shared with Vallee Square Holding, LLC at a 70% City / 30% Vallee Square Holding, LLC split. The original legislation estimated a cost of $26,000, with the explanation of the higher cost in the enclosed position paper.

This is a request to authorize the expenditure of an $15,530, which completes the City's 70% share of the final project cost.

BUDGET LINES AFFECTED (IF APPLICABLE):

20009200-58900-02010