

Madeline S. Mooney, Chair
Robert N. Winn, Jr., Vice Chair
John M. Daley
Heath Ouellette
Lindsey M. Perry



Ogunquit Select Board Meeting
June 30, 2020
6:00 p.m.

This meeting is being conducted remotely via Zoom

How to Participate in the June 30th Select Board Meeting at 6:00 pm

This meeting is being conducted remotely during the COVID-19 public health emergency for everyone's safety. The Town uses Zoom for the public to participate live during the meeting.

Public participation. There are several ways to observe the Select Board meetings, but joining by Zoom is the *only way* to speak directly to the Select Board to voice any questions or comments.

If you wish to speak during the public comment period and you are joining via your computer or cell phone, please use the "raise your hand" feature by clicking "participants." The host will call upon you when it is your turn to comment.

Please note: Comments written via the Zoom "chat" function will be sent to the Select Board after the meeting, but they are not able to respond to them during the meeting.

Connecting by computer or mobile device: Register in advance or at the time of the meeting:

https://ogunquitpd-org.zoom.us/webinar/register/WN_yj-KeNyDQuSpNIOqt10aPw

After registering, you will receive a confirmation e-mail with information to join the meeting.

Connecting by land line/telephone: If you want to call in to the meeting, dial:

1-312-626-6799 (ID 85198609330#) or 1-929-436-2866 (ID 85198609330#)

Password: 8395739

Agenda

- 1.0 Welcome and Call to Order
- 2.0 Meeting Minutes
- 3.0 Presentations, Proclamations, Resolutions & Communications
- 4.0 New Business
 - p. 1 4.1 Select Board Action on a 3-Year Collective Bargaining Agreement with the Ogunquit Professional Fire Fighters (IAFF Local 3771)
 - p. 39 4.2 Resolution to Establish the Age Friendly Committee
 - p. 42 4.3 Authorize the Town Manager to Enter into a Contract with FB Environmental to Conduct the Annual Water Quality Monitoring Program

- p. 44 4.4 Authorize the Treasurer to Enter into a Line of Credit Loan Agreement with Camden National Bank in the Amount of \$200,000
- p. 45 4.5 Acceptance of the State “Keep ME Healthy Grant” in the Amount of \$233,941.70 to Fund the Town’s Continuing Public Health Plan Related to COVID-19
- p. 60 4.6 Acceptance of Federal Emergency Management Administration Funds (FEMA) in the Amount of \$676,502.97 to Fund Repairs and Improvements to Infrastructure that was Damaged During the March 2018 storms
- p. 62 **5.0 Public Hearing: July 14 Town Meeting Warrant Articles re: FY21 Municipal Budget**
- 6.0 Town Manager’s Report**
- COVID-19 Update
 - Project Updates
- 7.0 Citizens Comments (for Town topics not on the Agenda)**
The Select Board welcomes public comments and questions about Town-related issues that are not on the agenda. We ask that people keep comments on point and within 3 minutes.
- 8.0 Select Board Comments**
- 9.0 Adjourn**

This meeting will be broadcast live on WOGT (Channel 1302), live streamed on the Town website www.townofogunquit.org and it will be recorded for future viewing on WOGT and on the Town’s web site: www.townhallstreams.com/towns/ogunquit_maine

Office of the Town Manager

To: Select Board
From: Pat Finnigan
Date: June 30, 2020

RE: Collective Bargaining Agreement: Ogunquit Fire Fighters (Local 3771)

As discussed, attached is the three-year Collective Bargaining Agreement with the Town's professional Fire Fighters to provide a wage increase for the term of the contract.

The Town of Ogunquit is fortunate to have such highly skilled, professional, and community minded Fire Fighters/EMT's. The Department has 8 full-time Fire Fighters, but due to the type of community we are, the Fire Fighters are called upon to respond to far more complex calls than they would see in many larger communities.

The Department has two Fire Fighters on duty 24/7 during the year. During the 20 weeks when the Town's population increases from roughly 1,300 to 38,000, the Department adds a third Fire Fighter for 12 hours of the 24 hour shift.

The Department has 5 licensed Paramedic EMTs with Fire Fighter 1 and 2 certifications, and 3 licensed Advanced EMTs with Fire Fighter 1 and 2 certifications. Taken together, the full-time Fire Fighters have 120 years of experience as Ogunquit Fire Fighters. It spans from our newest member who has been here 4 years to our senior Captain who has been with Ogunquit for 31 years.

The Ogunquit Fire Department is very active. It has been experiencing a growing number of calls in recent years, and the complexity of the calls is increasing. Most of the calls are for medical services, although this year, we have had several serious fire calls.

Communities which have a small population base and have a small land area generally cannot support a full-time Fire Department. Having professionally trained Fire Fighters with specialized and advanced emergency medical skills enhances Ogunquit's livability and overall quality of life. The level of health care we can offer, combined with our rapid response times to calls when time is of the essence, is especially important given the demographics of our community, in addition to being a resort community which attracts thousands of visitors annually.

Ogunquit's high-value commercial and residential properties present a significant responsibility. The demographics of our year-round residents, plus our seasonal population presents unique challenges for the Fire Department. The commercial properties (lodging, restaurants and retail) require specialized life safety and fire prevention expertise, in addition to the Fire Fighters being prepared to respond to the customers and guests in need of emergency medical attention. The year-round residents benefit from having a Fire Department that is trained and prepared to respond to that range and volume of emergency calls.

Of special note this year, has been the Fire Department's level of preparedness to respond to and help our residents stay healthy and safe as we have faced and continue to live with COVID-19. Understandably, people did not want to go to the hospital, or even visit the doctor.

People were able to have wellness checks by members of the Fire Department, or a friendly consultation on the phone.

The Ogunquit Fire Department has a Labor-Management team composed of the Fire Chief, management, and the Union leadership. This is a collaborative approach where the Fire Chief and the Fire Fighters work together throughout the year to identify ways to improve department operations and service to the community. These discussions are on an on-going basis rather than only when there are labor contract talks. This proactive and collaborative approach helps the department run smoothly and allows operational and program improvements to be made proactively. As a result the only issues that need to be addressed in the contract at this time pertain to wages and benefits.

The Current Collective Bargaining Agreement with the Fire Fighters expired in June 2019. The proposed 3-year contract contains amendments to the wage scale as follows:

July 1, 2019: Wage increase of 2.5% (this will be paid retroactively as budgeted)

July 1, 2020: Wage increase of 3.5% (this is accounted for in the FY21 budget)

July 1, 2021: Wage increase of 3.5%

The complete wage Chart is in Appendix B (page 36)

The contract changes holiday pay. Currently when Fire Fighters work a holiday, they are paid the overtime rate for half of the shift (12 hours). The proposed amendment pays the overtime rate for the entire holiday shift (24 hours). See Article 12 Holiday pay (page 14)

Finally, the Town provides Paid Time Off (PTO) to all employees rather than a specific number of days for vacation, sick, personal days, etc. The proposed contract adjusts the number of PTO hours Fire Fighters must accumulate before they are eligible to cash out unused Paid Time Off each year. See Article 13 Paid Time Off (page 15).

I want to thank Fire Chief Ed Smith, Union President Scott Bourque, Vice President Nathanael Pierce and IAFF agent Gerry Gay for their work on this contract. Our discussions were based on an understanding of our mutual responsibilities to the people of our community. We recommend that the Select Board approve the proposed contract.

* It should be noted that the Department has a small but dedicated group of "Call" (volunteer) Fire Fighters. They are not part of the union. Our Call Force is important to the Department and they perform many important functions, but the number of volunteers and the hours they can devote is dwindling. This is not unique to Ogunquit.

**Town of Ogunquit
Ogunquit Professional Fire Fighters,
IAFF Local 3771**



**Collective Bargaining Agreement
July 1, 2019 to June 30, 2022**

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Collective Bargaining Agreement - Professional Fire Fighters, IAFF Local 3771
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ARTICLE 1
PREAMBLE

Section 1: Pursuant to the provisions of Chapter 9-A, revised Statutes of Maine, Title 26, as enacted by the Maine legislature in 1969 and Amended, entitled "An Act Establishing the Municipal Public Employees Labor Relations Law," this agreement is made and entered into by and between the Town of Ogunquit, herein after referred to as the "Town" and the Ogunquit Professional Fire Fighters, IAFF Local 3771, herein after known referred to as the "Union."

ARTICLE 2
UNIT RECOGNITION

Section 1: The Town recognizes the Union as the exclusive bargaining agent for the purpose of collective bargaining relative to wages, hours, grievance/arbitration issues, and personnel policies, practices and all matters affecting the working conditions of all full-time Firefighters, Firefighter/EMTs, Firefighter/A-EMTs, Firefighter/Paramedics, Fire Captains and Seasonal Per Diem Firefighters/EMTs and/or Paramedics (Based on MLRB Westbrook Decision dated February 13, 2013) employed by the Town of Ogunquit.

Section 2: This Agreement shall not apply to Fire Officers (Management Officials) of the Fire-Rescue Department or persons not considered public employees.

ARTICLE 3
EMPLOYEE RIGHTS & RESPONSIBILITIES

Section 1: Employees covered by this Agreement shall have the right to join, or refrain from joining, the Union. No member of the Union shall be favored or discriminated against, either by the Town or by the Union, because of membership or non-membership in the Union.

Section 2: Full-time employee shall mean a public employee as defined in Title 29, M.R.S.A. §962 and someone who is included in the bargaining unit and is scheduled to work an average of forty-two (42) hours per week on a regular shift. All persons within this Unit who have worked at least six (6) months shall be considered regular, full-time employees and shall be subject to the provisions of this Agreement.

Section 3: The Town and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, age, sexual orientation, or condition of handicap, except where based on a bona fide occupational qualification, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin, age, or condition of handicap, except where based on a bona fide occupational qualification.

Section 4: The use of the male or female gender of nouns or pronouns is not intended to describe any specific employee or group of employees but is intended to refer to all employees in job classifications, regardless of gender identity.

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Section 5: Unit employees shall not be denied their rights to free speech or any other constitutional rights, provided, however, they do not use privileged information for personal reasons and their conduct during work hours does not impair the operations of Town government in any way.

Section 6: Any employee shall have the right to be represented or accompanied by the Union Steward or other Union representative when appearing before the Town Manager, Select Board, or their delegate on any grievance, or when disciplinary action is likely to result. Employees are required to abide by the terms of this Agreement and to comply with such rules and regulations as the Town may adopt which are not inconsistent with this Agreement. Should there be any doubt as to the employee's obligations, the employee shall comply with the rules and then initiate a grievance if he/she feels it is necessary.

Section 7: Nothing herein is intended to deny any employee his/her lawful rights to file complaints with applicable regulatory agencies as allowed by law. The Town shall not engage in any acts of retribution whatsoever, provided, however, employees are encouraged to bring such matters of concern to the attention of the Fire Chief or Town Manager prior to filing any such complaints and employees shall be required to notify the Fire Chief normally within forty-eight (48) hours when any such complaints are filed, to include copies of any written submittals.

Section 8: Outside Employment: Bargaining unit employees may engage in outside employment, subject to the following:

- a. Unit employees shall notify the Fire Chief of their outside employment and update it every January of each year of the agreement. No employee may engage in outside employment which is in conflict with his/her position as a member of the fire department.
- b. No employee may work outside employment ten (10) hours prior to the start of their regular shift unless authorized by the Fire Chief.
- c. No employees may work any Fire/EMS emergency related work during the twenty (20) weeks of the Summer Work Program as outlined in Article 15 of this Agreement.
- c. An employee shall notify the Fire Chief as to any injuries received in said "outside employment."

Section 9: Unit employees hired after the effective date of this agreement shall as a condition of employment, be required to reside within twenty (20) air miles of the Ogunquit Fire Station, unless otherwise agreed to by the parties. All current unit employees are grandfathered from this provision of the Agreement.

Section 10: All Unit employees shall furnish the Fire Chief with written and official documentation within seventy-two (72) hours in the event they are convicted or plead nolo contendere to a felony. Said documentation shall become a permanent part of that employee's personnel file and may result in discipline.

ARTICLE 4
MANAGEMENT'S RIGHTS

Section 1: Except as otherwise specifically provided in this Agreement, or otherwise mutually agreed to in writing by the parties, the OPFA recognizes the Town's exclusive rights to manage, direct and supervise the operations of the Ogunquit Fire-Rescue Department and all its employees, provided that the Town may not modify any Willi or condition of employment contained in this Agreement without the written consent of the Union. In the event this Agreement is silent on any terms and conditions regarding Unit employees, the Town shall have the right to make any and all management decisions as it deems reasonable, however, the Town shall notify the Union in writing of any impending/proposed changes to working conditions at least 10 working days prior to the implementation date of the proposed change. The parties will attempt to address the proposed changes through the labor-management committee as outlined in Article 6 of this agreement. However, should the LMC be unable resolve the concerns relating to the proposed changes, then the Union shall have ten (10) working days to notify the Town of its intent to negotiate the proposed changes pursuant to Title 26 and this Agreement.

Section 2: Once the Town notifies the Union in writing of a new or revised change to working conditions, the parties will schedule a labor-management committee meeting pursuant to Article 6 of this Agreement for the purposes of attempting to address any and all changes to personnel policies, practices and matters affecting working conditions and its impact on the bargaining unit. However, should the LMC be unable resolve the concerns relating to any proposed changes, then the Union shall have ten (10) working days from the date of adjournment of their LMC meeting to notify the Town in writing of its intent to negotiate the proposed changes pursuant to Title 26 and this Agreement.

Section 3: The Town agrees to guarantee equal opportunity to all employees with respect to appointments and general working conditions, without regard to union membership, disability, age, race, creed, color, gender, sexual orientation, and national origin, religious or political affiliation.

Section 4: The Town shall indemnify and save harmless (within the limits of the Town's insurance as prescribed by law) for loss or damage, all OPFA employees from any personal financial loss and expense including reasonable legal fees and costs if any, arising out of any claim, demand, suit or judgment against the indemnified person provided the employee is acting reasonably within the scope of his/her job responsibilities. The Town shall not pay or reimburse any employee for their personal legal expenses incurred by the use of their own attorney unless ordered by a court or specifically authorized by the Town Manager, however, it is understood that the Town's insurance carrier shall be obligated to provide separate qualified counsel to an eligible employee(s), as noted above, in the event the Town and the employee(s) have divergent interests.

Section 5: The Town shall have the exclusive right to hire or promote whomever it deems to be the person most qualified and likely to succeed in the position to be filled. The OPFA shall have no role in the appointment process, nor shall the OPFA have any input into an employee's initial wage rate.

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Section 6: Wherever this Agreement refers to Fire Chief or Town Manager, it shall be understood that such terms shall include any lawful designee acting in the place of the Fire Chief or Town Manager, including, but not limited to, duly appointed assistants.

ARTICLE 5
UNION RIGHTS AND RESPONSIBILITIES

Section 1: The Union is entitled to act for, and negotiate collective bargaining agreements covering all employees in the Unit. The Union is responsible for representing the interests of all employees in the Unit without discrimination and without regard to labor organization membership. However, nothing in this Agreement shall be so interpreted as to require the Union to represent a bargaining unit employee in processing a grievance, or to continue to represent him/her, if the Union considers the grievance to be invalid or without merit.

The Union further agrees to guarantee equal protection and service to all eligible employees covered under this Agreement without regard to union membership, disability, age, race, creed, color, gender, sexual orientation, national origin, religious or political affiliation.

Section 2: The Union shall be given the opportunity to have a representative at any formal discussion between one or more representatives of the Town and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practice or other general condition of employment; or any examination of an employee of the unit by a representative of the Town in connection with an investigation if the employee reasonably believes that the examination may result in a disciplinary action against the employee and the employee requests representation.

Section 3: The Town agrees to recognize the elected officers of the Union and any persons appointed to a position of responsibility as duly designated officials of the Union. The Union agrees to submit to the Town a list of officers/appointments on February 1st of each year and to update the names as changes occur within 30-days after changes made.

Section 4: The Union shall be allowed to install a bulletin board in a conspicuous place approved by the Fire Chief within the fire station. Approval by the Fire Chief shall not be unreasonably denied. The bulletin board shall not exceed sixteen (16) square feet in size.

Section 5: It is agreed that Union officials, as described in Section 3 above, are authorized a reasonable amount of official time away from the job while on duty to promptly and expeditiously perform their representational and Union duties and responsibilities. Authorization for utilizing official time must be obtained from the Fire Chief prior to any Union official utilizing official time. Additional time may be authorized by the Fire Chief.

Section 6: With the permission of the Fire Chief, the Union may continue to conduct its business, including the conduct of Union meetings, at the fire station. The entire on duty crew will be allowed to attend. The conduct of Union business shall not interfere with normal activities of the Department.

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Section 7: The Union agrees that the Union, its officers and members will not engage in strikes, slowdowns, or work stoppages. Such activities engaged in by unit employees may be just cause for dismissal.

Section 8: Union Dues Deduction: The Town agrees to deduct Union dues and other voluntary contributions from the paycheck of any OPFA employee who submits a signed authorization form. Said deductions shall be remitted to the OPFA treasurer with a list of contributors on or before the 15th day of the following month and every month thereafter.

- a. The Union agrees to promptly refund to the Town any union dues amounts that are paid in error upon presentation of proper documentation thereof.
- b. The Union shall indemnify, defend and save the Town harmless against any and all claims, demands or grievances by any bargaining unit member or his/her personal representatives as a result of paycheck deductions by the Town in reliance upon payroll deduction authorizations submitted by the Union to the Town.

Section 9: Fair Share Fees: Those unit employees who choose not to join the Union shall be subject to one (1) of the following options:

- a. The employee may sign a written payroll authorization deduction in the amount of eighty percent (80%) of the present cost of the Union dues to defray the cost of contract administration such as research, negotiations, travel, legal fees and mediation. Fees will also be used for grievance issues for the employee; or
- b. Be subject to no payroll deduction, but if the services of the Union Representative are solicited, the employee will be charged usual and customary fees. If the Union Attorney's services are solicited, the employee will be charged usual and customary fees. The Union's cost for the arbitration proceedings, if any, will be borne by the employee.
- c. Nothing in this Article shall diminish the right of any employee covered hereunder to present his/her own grievances as set forth in Title 26 MRSA, Chapter 9-A, Section 967 and this agreement.

Section 10: The Union shall not be denied their rights to free speech or any other constitutional rights, provided, however, they do not use privileged information for personal reasons and their conduct during work hours does not impair the operations of Town government in any way.

Section 11: The Union shall have the exclusive right to establish and enforce its own bylaws. Nothing herein shall be construed to allow the Town to interfere or infringe upon the Union's procedures as they relate to the internal affairs and organizational issues of the union.

ARTICLE 6
LABOR-MANAGEMENT PARTNERSHIP

Section 1: The Parties agree to maintain a labor management relationship where the Town, the Union, and all Fire Department employees shall work together to maintain a workforce that is highly motivated, multi-skilled, and technologically advanced to meet the ever changing needs of the Fire Department and the Town of Ogunquit. Furthermore, the parties agree to implement this relationship with a firm commitment to avoid an adversarial relationship and work together towards maintaining a quality labor-management relationship that fosters mutually beneficial outcomes.

To support and further this goal, the parties will meet as necessary at a mutually agreed upon date/time and location for the purpose of providing a means for allowing the Town and the Union to identify and/or raise problems, areas of concern, changes to working conditions within the organization and to develop viable solutions to these issues/problems so that the mission of the Fire Department can be accomplished in a more cost effective and efficient manner, while striving to enhance the working conditions of all Fire Department employees. Appendix A is a copy of the Memorandum of Understanding (MOU) that the parties have agreed to govern the Labor-Management Committee.

ARTICLE 7
GRIEVANCE/ARBITRATION PROCEDURES

Section 1: A Grievance shall mean any claimed violation, misinterpretation or misapplication that may arise between the Town, the Union and/or any bargaining unit employee(s) relating to this agreement and/or any personnel policy, practice or matter affecting the working conditions of unit employees.

Section 2: Nothing in this Article shall be deemed to deny an aggrieved unit employee the right to present their own grievance as set forth in Title 26, M.R.S.A. In such event, the aggrieved employee shall forward a copy of the grievance being filed with any and all supporting information and material to the President of IAFF Local 3771. In addition, the Union shall have the right to be present at any meeting between the Town and the aggrieved employee filing a grievance under this section. No resolution of a grievance under this provision shall be inconsistent with the provisions of this Agreement. The Union will be provided a copy of any decision rendered by the Town under this section.

Section 3: Except in the case of disciplinary actions, individual identical grievances may be consolidated at Step 2 and processed by the Union as one grievance throughout the remainder of the procedure by mutual consent of the parties. Any decision rendered in connection with a consolidated grievance shall be binding on the other grievance(s).

Section 4: A grievance will be considered timely if it is submitted within twenty-one (21) calendar days from the date of the incident out of which the grievance arose or within twenty-one (21) calendar days of the date the grievant became aware of the incident.

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The grievance must be presented in writing and contain a precise description of the grievance (who, what, where, when, how) with enough information contained therein to identify the specific nature of the grievance, the specific provision of the agreement, law, ordinance or policy in which the Town has discretion which is alleged to have been violated, a statement of the remedial action or relief sought, i.e., the personal corrective action desired, evidence (documentary, if available) to support the grievance, the name of the designated representative, and any additional pertinent information to support the grievance.

Section 5: Grievance Procedure:

Step 1: An employee(s)/Union who claims to have a grievance shall present it to the Fire Chief in writing as outlined in Section 4 above. The Fire Chief shall meet with the parties to resolve the grievance within ten (10) calendar days after receipt of the written grievance. If resolution of the grievance is not within the authority of the Fire Chief, he/she shall so inform the grievant and his/her representative at this meeting and refer them to Step 2 of the grievance procedure.

If the resolution of the grievance is within the Fire Chief's authority to resolve, he/she shall render a decision in writing within ten (10) calendar days from the date of the meeting with the aggrieved employee/Union. A copy of the decision will be provided to both the employees and the employee's representative.

Step 2: If the Fire Chief's decision is unsatisfactory, the employee/Union may, within ten (10) calendar days after receipt of the Step 1 decision, forward it to the Town Manager for action. The Town Manager shall convene a meeting with the parties within ten (10) calendar days after receipt of the grievance. The Town Manager shall render a decision in writing, within ten (10) calendar days from the date of the meeting with the aggrieved employee/Union. A copy of the decision will be provided to both the employees and the employee's representative.

Step 3: If the Town Manager's decision is unsatisfactory, the employee/Union may, within ten (10) calendar days after receipt of the Step 2 decision, forward it to the Select Board for action. The Select Board shall convene a hearing in Executive Session with the parties within fifteen (15) calendar days after receipt of the grievance. The Select Board shall render a decision in writing, within ten (10) calendar days from the date of the meeting with the aggrieved employee/Union. A copy of the decision will be provided to both the employee(s) and the employee's representative.

Step 4: If the Select Board's decision is unsatisfactory or the Parties are unable to resolve the grievance as a result of the Step 3 hearing, the Union may, within fourteen (14) calendar days of the Step 2 response, file a request with the Maine Board of Arbitration and Conciliation for arbitration of the grievance; or if the services of the Maine Board of Arbitration and Conciliation become unavailable, the parties can seek an arbitrator from either American Arbitration Association, the Federal Mediation and Conciliation Service or single arbitrator, whichever is available and mutually agreeable to the parties. Thereafter, in so much as possible, the arbitrator shall hold a hearing within thirty (30) calendar days, but no later than ninety (90) calendar days.

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Step 5: Arbitration Procedure: The arbitrator shall confine himself/herself to the issues raised during the grievance as submitted during Step-4 3 and any evidence related thereto. The arbitrator shall have no authority to add to, subtract from or modify any of the provisions of this Agreement. The arbitrator shall hold a hearing and decide the issue presented within thirty (30) days, but no later than ninety (90) days of being selected. The arbitrator's decision shall be final and binding on the parties.

Section 6: Miscellaneous:

- a. In the event either party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue as a threshold question before the arbitrator.
- b. Failure by the grievant or the OPFA to adhere to the time limits within this grievance procedure shall terminate the grievance as null and void.
- c. Failure of the Town or its representative to render a decision within the specified time shall be construed as denial of the grievance.
- d. Time limits outlined in this article may be extended by written mutual consent of the parties
- e. Grievances concerning letters of caution or requirements, letters of reprimand, suspensions and terminations will be processed under this procedure beginning at the step above the level of management that affected the disciplinary action.
- f. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Town and the Union. Each party shall be responsible for compensating its own outside representatives and expert witnesses. If either party desires a verbatim record of the proceedings, it may cause a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

ARTICLE 8 DISCIPLINARY ACTIONS

Section 1: The parties agree that the purpose of disciplinary action is to correct the offending employee's behavior/performance and maintain discipline and morale among other Fire Department employees.

Section 2: The Fire Chief or Town Manager may bring any violation of this Agreement or Town personnel policy and/or practice to the attention of the employee and impose disciplinary action. Such disciplinary actions shall only be taken for just cause. Any disciplinary action taken against an employee shall be subject to the grievance procedure.

Section 3: Notwithstanding the Town's ability to provide verbal counseling to any employee at any time and to document such events as may be necessary, disciplinary action may normally be dispensed in the following manner, although it need not be administered in this order:

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- a. Written Reprimand
- b. Suspension without Pay
- c. Demotion
- d. Discharge/Termination

Disciplinary action shall be applied in a fair manner and shall be consistent with the infraction for which disciplinary action is being administered, taking into consideration an employee's past conduct. The sequence described above need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge, as determined by the Fire Chief or Town Manager, subject to the employee's right of appeal in accordance with the provisions of Article 7.

Section 4: Prior to initiating disciplinary action, the following procedures will normally be followed:

- a. If the Town contemplates the suspension or termination of an employee, he/she may be immediately placed on paid administrative leave pending the investigation and the final determination with respect to the proposed disciplinary action.
- b. The Town will make every effort to issue a written notice of the alleged offense and proposed discipline as soon as possible, normally ten (10) calendar days after becoming aware of the incident.
- c. A pre-action investigation or inquiry will be made to determine the facts. Part of this investigation shall include a discussion with the affected employee and others having information about the incident.
- d. The employee will be notified in advance of the time of the discussion, and if the employee is advised that disciplinary action is being contemplated, the employee is entitled to have a Union representative present. Once a representative is requested the employee will be allowed a reasonable amount of time, normally not more than five (5) calendar days, to obtain union representation. During this delay no further questioning of the employee will take place.
- e. The employee or his/her designated representative will be permitted to offer their written and/or oral statement to the deciding official during the pre-action investigation. The written statement may be submitted at the meeting or no later than five (5) calendar days from the date of the above referenced meeting.
- f. The Town will make reasonable efforts to undertake disciplinary actions in a prompt and timely manner, normally within ten (10) calendar days after conclusion of the pre-action investigation.
 - 1) If an employee is subsequently suspended, he/she shall be notified in writing of the effective date(s), reason and duration. Said notice shall be presented upon his/her return to work, or within seventy-two (72) hours of the suspension taking place, whichever comes first. Said notice shall also contain a statement informing

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the employee of his/her rights of appeal under the grievance proceedings as set forth herein. A suspension shall be unpaid (suspended employees shall not be eligible for leave pay) and shall not exceed two (2) weeks. During the period of suspension, employees shall remain obligated to pay the employee's share of insurance premiums as set forth herein.

- 2) If the employee is subsequently discharged, he/she shall be informed of the reason(s) for discharge and of the effective date within seventy-two (72) hours of the discharge taking place. Said notice shall also contain a statement informing the employee of his/her rights of appeal under the grievance proceedings as set forth herein.

Section 5: All disciplinary actions shall become a part of the employee's official personnel file and shall be purged pursuant to Article 9 of this Agreement. If no disciplinary action is sustained against the employee, all reference to such action will be withdrawn from the employee's official personnel file.

Section 6: In the event an employee is the recipient of three (3) disciplinary actions (not including verbal counseling) within a five (5) year period and the previous two (2) disciplinary actions are part of that employee's personnel file, (have not been previously purged) that employee may be discharged for misconduct.

ARTICLE 9 PERSONNEL FILE

Section 1: Personnel files shall be administered in accordance with the provisions of 26 MRSA 631, 30-A MRSA 503 and 30-A MRSA 2702. Employees shall be allowed access to their personnel files upon request. Employees shall be entitled to copies of said materials at no charge at the earliest possible convenience of the record holder.

Section 2: Employees shall be required to acknowledge all records of disciplinary action inserted into their personnel file with a signature affixed to the document and returned to the Town Manager or Fire Chief, whether or not they agree with the action. Employees shall be entitled to submit a written rebuttal of a disciplinary action for insertion in their personnel file, provided such correspondence is received by the Town Manager within seven (7) working days of the notice being acknowledged by the employee. Every disciplinary notice shall include a statement advising employees of their right to grieve and/or refute the disciplinary action as set forth in this Agreement.

Section 3: All discipline infractions placed in an employee's file shall be purged from the file if there is no disciplinary offense within the next thirty-six (36) months. All employee refutations which go into the personnel file shall also be expunged along with the items to which they pertain.

ARTICLE 10
SENIORITY

Section 1: The Town shall establish a Seniority List on or about the first of January of each year based on months of employee's creditable service. The Union shall post said list on its bulletin board and may contest said list in accordance with the grievance procedures set forth herein.

Section 2: Creditable service unit shall mean a complete month during which a full-time employee is actively working for the Town (to include time spent on FMLA leave, military leave and all forms of paid leave). An interruption or cessation in creditable service shall only take place upon (a) a voluntary reduction in hours; (b) a discharge; (c) a resignation; or (d) a LWOP not otherwise exempted herein or by law whereby the employee does not work six (6) entire shifts in any consecutive period.

Section 3: Seniority shall be used as the basis by which leave time is approved in the event two or more employees submit a request for leave on the same day for the same period and the Fire Chief determines that each request cannot be approved for staffing reasons, the employee(s) with the most creditable service shall be given preference.

In the event the employees have the same amount of creditable service, preference shall be based first on date of hire, and secondly on the date on which the employment application was received by the Town.

ARTICLE 11
LAYOFFS & REDUCTION IN FORCE

Section 1: In the event the Town determines it is necessary to layoff personnel in the Fire Department, employees shall be laid off according to seniority qualifications. Seniority shall be the determining factor except when a more junior employee has demonstrated superior job performance than the more senior employee. In such circumstance, the junior employee may be retained and the more senior employee laid-off.

Section 2: All employees shall be given a thirty (30) calendar day written notice prior to layoff. In addition, laid-off employees shall be entitled to continue health and dental insurance benefits as set forth herein through the last day of the next full three months following the effective date of layoff. Employees shall remain obligated to pay the employee's share of insurance premiums as set forth herein for the three (3) month period.

Section 3: Laid-off employees shall be recalled in reverse order of layoff. The recall period shall be twelve (12) months from the effective date of the layoff Notice of the recall shall be sent by certified mail, return receipt requested, to the last known mailing address of the laid-off employee. It shall be the responsibility of the employee to provide the Town Manager with the employee's current mailing address. The employee shall have fourteen (14) calendar days from the first attempt by the post office to deliver the certified letter to inform the Town Manager, in writing, of his/her intent.

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Section 4: Laid off employees shall be given hiring preference for any Town vacancies (upon employee application if the Town determines the employee to be qualified) for one year as of the date of the layoff.

Section 5: If an employee is laid-off, he/she shall be paid all accumulated Paid Time Off (PTO) and Compensatory Time (100%) in one lump sum as of the effective date of layoff. In the event a laid-off employee is reinstated within one (1) year of layoff, he or she shall have all previous creditable service restored and shall be immediately eligible to accumulate annual leave as otherwise set forth in this agreement.

ARTICLE 12
HOLIDAYS

Section 1: The following holidays shall be recognized as days on which all full-time employees are entitled to twelve (12) hours of extra pay at their base hourly wage rate, (treated as non-work hours for overtime purposes), to be disbursed as part of the pay period in which they occur:

New Year's Day (January 1)
Martin Luther King Jr. Day (State of Maine Observance)
President's Day (State of Maine Observance)
Patriot's Day (State of Maine Observance)
Memorial Day (State of Maine Observance)
Independence Day (July 4)
Labor Day (State of Maine Observance)
Columbus Day (State of Maine Observance)
Veteran's Day (November 11)
Thanksgiving Day (Last Thursday in November)
Christmas Day (December 25th)

Section 2: Employees whose regularly scheduled work shift begins on the above noted holidays shall be entitled to compensation at a rate of time and one-half of their base hourly wage rates for ~~one half of that entire shift, up to twelve [12]~~ the entire shift worked, up to twenty-four (24) hours.

Section 3: Employees who are not scheduled to work on the holidays noted above, but are authorized or required to work overtime on those days shall be entitled to double time for all hours actually worked on that holiday in lieu of call-back pay with a three (3) hour minimum.

ARTICLE 13
PAID TIME OFF (PTO)

Section 1: PTO Accrual: The Town shall provide employees with Paid Time Off (PTO) to be used by the employee for the purposes of vacation time, sick time, personal time, or for Union business, upon authorization by the Fire Chief which shall not be unreasonably denied. PTO approval shall be granted primarily on a first-come, first-served basis, but seniority may be a deciding factor in the event of conflicts and requests may be denied in order to ensure adequate staffing levels or respond to an emergency situation. Once approved, employees may be asked to voluntarily report to work (under call-back pay provisions) in the event of an unforeseen

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emergency if they are available. Such PTO shall be credited as being earned (up to the maximum amount) on the first business day of the calendar month.

In addition, the parties agree that PTO shall be charged as follows:

Week (2 Work Shifts) of PTO	Employee will be Charged 42 Hours
Day of PTO	Employee will be Charged 21 Hours
½ Day (12 hours) of PTO	Employee will be Charged 10.5 Hours
Less than 12-Hours of PTO	Employee will be Charged Hour by Hour
One Hour or Less	Employee will be Charged ¼ Hour Increments

Unit employees will accrue paid time-off at the following rates:

	Year 1	Year 2-5	Year 6-10	Year 10-20	Year 20+
Days Accrued Per Year	8	9	11	13	15
Hours Accrued Per Month	16	18	22	26	30

Section 2: Unit employees may accumulate hours according to the schedule above. Any hours of PTO in excess of 420 600 hours as of June 30 of each year of the Collective Bargaining Agreement(CBA) will be paid out at 100%. PTO may be used in hourly increments and shall be credited on the first day of the month up to the maximum amount.

Section 3: Employees shall request PTO from the Fire Chief and/or his/her designated representative as far in advance as possible, normally at least seventy-two (72) hours prior to the leave, except in the case of unforeseen circumstances, illness or emergencies, in which case employees shall notify the Fire Chief prior to the start of the work day or as soon thereafter as reasonably practicable.

Section 4: Unit employees may, at any time upon seven (7) days written notice submitted to and subject to the approval of the Fire Chief, utilize accumulated PTO as a cash benefit, (treated as non-work wages for overtime purposes) at a buy-out rate of ~~seventy-five percent (75%)~~ one-hundred percent (100%) provided the employee has used at least forty-eight (48) hours of PTO within the previous twelve (12) months and maintains a balance of eighty-four (84) hours.

Section 5: Upon separation from employment with the Town of Ogunquit, unit employees will get a cash payout of unused PTO as follows:

- a. Line of duty death - 100% of unused PTO hours to be paid to beneficiary as soon as reasonably possible.
- b. Death outside of the department - 100% of unused PTO to be paid to beneficiary as soon as reasonably possible.
- c. Separation from the department - 100% of the first 420 hours of unused PTO and 50% of any PTO in excess of 420 hours unless otherwise agreed to by the parties.
- d. Termination from employment - 25% of unused PTO unless otherwise agreed to by the parties.

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Section 6: Notification and Documentation: An employee absent and /or utilizing PTO because of any one or more of the foregoing reasons shall cause such fact to be reported to the Fire Chief prior to the start of his/her shift, except that FMLA notice to be provided as per Article 14, Section 5. An employee on sick/FMLA leave shall call in when he/she is able to return to duty. The employee may be required to provide medical documentation if the absence is in excess of three (3) work shifts whenever such leave has not been pre-approved by the Fire Chief.

ARTICLE 14

OTHER ABSENCES AND LEAVE

Section 1: Bereavement Leave: In the event of death in the immediate family of a unit employee and upon the authorization of the Fire Chief and/or his/her designated representative, the employee shall be granted up to four (4) shifts of absence with full pay to make necessary arrangements and to attend the funeral. "Immediate family" is hereby defined to include: spouse, children, mother, father, brothers, sisters, mother-in-law, father-in-law, step-parents, step-children, and domestic partner/significant other and grandparents. The Town Manager may extend the amount of time allowed in this section on a case-by-case basis.

Section 2: Military Leave: Employees shall be granted military leave of absence without loss of seniority, to fulfill their military duties in the Armed Forces, National Guard, or Military Reserves. The Town shall be providing for military leave in accordance with the provisions of Title 26, M.R.S.A. Chapter 7; Subchapter 5. Employees on military leave may elect to receive available PTO or Comp Time pay in such increments as they desire, (up to 42 hours per week), to meet insurance contribution payments or for any other reason. In the event an employee with at least twenty-four (24) months of creditable service is called to active duty, the Town shall make-up the difference in lost wages that would have otherwise been earned based upon a forty-two (42) hour work week at the base rate of pay less the gross military earnings as documented by a pay check stub for a period not exceeding one year.

Section 3: Jury Duty: Employees on jury duty who miss work shall receive their regularly scheduled base pay in exchange for transfer to the Town of any compensation (not including mileage) received for their attendance. When not actually serving on a jury or sequestered, employees shall otherwise report to work as scheduled as soon as reasonable.

Section 4: Court Appearances: In the event an employee must miss work due to a court appearance for "work related" reasons or to recount an event witnessed during work hours, the employee shall receive his/her regular pay in exchange for transfer to the Town of any compensation (not including mileage) received for attendance. Should a unit employee have to miss work due to a court appearance for "non-work related" reasons, such time shall not be compensable as actual work time, but the employee may utilize available PTO or Comp Time.

Unit employees who will miss work due to a court appearance as referenced above, must notify the Fire Chief as soon as practicable and furnish written evidence of a subpoena, summons, etc., in order to be paid wages for actual work time or a request/approval for leave.

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For the purposes of this Article, court time may also include administrative hearings, quasi-judicial proceedings, depositions and consultations with legal counsel and/or union representatives in preparation for a court case or any administrative procedure covered by this agreement.

Section 5: Family Medical Leave: The Family and Medical Leave Act (FMLA) entitles unit employees to take unpaid, job-protected leave for specified family and medical reasons. The FMLA will be administered pursuant to 29 CFR Part 825 and the employer will provide unit employees with updated information on FMLA benefits on an annual basis.

Unit employees must give the Fire Chief at least a thirty (30) day written notice whenever possible if leave is to be requested under FMLA, otherwise written notice shall be given as soon as practicable. The employee shall be required to provide sufficient information for the Fire Chief to determine if the leave may qualify for FMLA protection and the anticipated timing/duration of the leave. Sufficient information may include that the employee is unable to perform job functions; the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees may also be required to provide medical certification and periodic recertification from the appropriate healthcare provider, at the employee's expense supporting the need for the family leave.

Section 6: Leave Without Pay (LWOP): Unit employees may, with prior written approval of the Town Manager, be granted an unpaid leave of absence of no more than twelve (12) months for compelling and urgent personal reasons. During such time, employees shall not be entitled to any Town paid benefits or creditable service earnings and/or will not accrue any Paid Time Off (PTO) while on LWOP, but they may continue to receive insurance benefits through the Town at the Employee's own full cost. Leave Without Pay will not be approved for unit employees seeking full time employment outside of the Town of Ogunquit.

Section 7: Americans with Disabilities Act: The Town will notify the union as soon as it becomes aware of any situations concerning an existing unit employee requiring a reasonable accommodation within the terms of the Americans with Disabilities Act (28 CFR Part 35). The Town will provide the union with all relevant information and bargain with the Union concerning any accommodation that departs from any of the terms of this contract or from any existing practice.

Section 8: Trading of Time: Unit employees may substitute (trade-time) for each other with the permission of the Fire Chief. Requests for trade-time must be submitted in advance of the requested trade. Permission to trade-time shall not be unreasonably denied except to prevent double shifts or ensure adequate coverage based on staffing needs. It shall be understood that swapping shifts shall be voluntary on the part of all employees involved and that approval shall not result in any Town liability for payment of overtime wages or any other form of compensation or benefits (including leave pay) that deviates from the regular work schedule.

ARTICLE 15
HOURS OF WORK AND OVERTIME

Section 1: Fire Department Staffing: The Employer agrees that it shall employ the services of at least two (2) full-time unit employees (Firefighter II/Paramedic and/or Firefighter IPA-EMT) for a total of eight (8) full time unit employees to cover shifts at all times.

Section 2: Hours of Work: The regular work week for full-time unit employees shall consist of forty-two (42) hours per week, averaged over an eight week cycle. The standard work-day shall consist of a twenty-four (24) hour shift. The work schedule shall be the twenty-four (24) hours on-duty and forty-eight (48) hours off-duty and twenty-four (24) hours on-duty then ninety-six (96) hours off-duty schedule unless otherwise mutually agreed to by the parties.

Section 3: Summer Seasonal Work Program: The parties recognize the need to enhance the Fire Protection & Emergency Medical Service Program of the Town of Ogunquit during the five (5) months (20 Weeks) between May and October annually. To this end, the parties have agreed to "add" a third qualified person for twelve (12) hours of each day during this 5-month period as funded by the Town of Ogunquit. In order to staff and/or fill the third person on each shift the parties have agreed to the following:

- a. If the Summer Seasonal positions are going to be filled, the extra 12-hour shifts shall be offered to qualified personnel in the following order:
 1. Bargaining Unit Employees
 2. Fire Chief (If available)
 3. Call Firefighter II/EMT
 4. Call Firefighter I
 5. Qualified Ambulance Driver
 6. Seasonal Firefighter II/A-EMT Per Diems (if implemented by the parties)
- b. The parties agree that in January of each year of this agreement, the LMC will meet to start putting together the schedule for the Summer Seasonal Work Program. This schedule will be established to ensure that the 3rd person shifts throughout the peak performance periods as outlined in Section 3 are covered and to ensure that all unit employees are scheduled to work their fair share of the schedule at the straight time rate and fairly distribute the remaining shifts at the overtime rate.
- d. Normally, unit employees will not be "forced-in" to work the summer seasonal shifts. However, unit employees "forced-in" to fill seasonal shifts will be compensated pursuant to Section 5 of this article.
- e. **Seasonal Per Diem Employees:** Should the parties agree to implement a Seasonal Per Diem Program they have agreed that these employees will be included in the bargaining unit and that the parties will meet to create a Standard Operating Procedure (SOP) to establish the terms and conditions of employment that will cover this group of employees.

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Section 4: Employees Pay Period: The weekly pay period shall be seven (7) days beginning at 8:00am on Sunday through 7:59am on the following Sunday. Unit employees shall be paid on or about the Thursday following the preceding pay period and compensation shall apply to an average 42 hour work week based on a specific number of shifts to be worked over a specific period, (example: an employee will work fourteen 24-hour shifts over an 8 week period), to include approved leave time as authorized by the Fire Chief and as otherwise set forth in this Agreement.

Section 5: Overtime: The Town may require unit employees to work beyond the end of their scheduled shift and in addition to their regular 42 hour work week for public safety reasons. Such time shall be compensated at the base wage rate unless the employee is otherwise eligible for overtime pay in accordance with the provisions of this Article. Overtime is defined as time actually worked over fifty-three (53) hours a week unless the employee is "forced-in" to work overtime. Overtime shall be paid at the rate of one and one-half (1.5) times the employee's hourly rate for "all" hours worked over 53 hours per week. In addition, any time a unit employee is "forced-in" to work, any overtime shall be compensated at a rate of one and one-half (1.5) times the employee's hourly rate for all forced-in hours worked.

Section 6: No employee shall work overtime unless authorized by the Fire Chief. The parties agree to develop and maintain a Fire Department SOP covering the terms/conditions for authorizing/approving overtime assignments and other related terms/conditions as the parties mutually agree to.

As part of the Overtime Standard Operating Procedure, an on-call rotation for OPFA employee voluntary overtime and shift coverage list based on seniority, will be maintained and used for filling staffing vacancies/needs.

Section 7: Call Back: Employees shall be expected to be available for emergency callback whenever requested to report to work through the dispatch center or when otherwise directed by the Fire Chief (pursuant to the Overtime Standard Operating Procedure). Employees who are required to report to work for call-back purposes, which may include mutual aid assistance calls, shall be paid and required to work a minimum of three (3) hours as outlined in Section 5 of this article. If released by the Fire Chief within the three (3) hour call back period, employees will still receive the minimum three (3) hour pay.

Section 8: Scheduled Meetings/Training: Employees notified at least seventy-two (72) hours in advance of an early work day start or scheduled duty that requires a return to work for staff meetings or training or specific purposes shall not be eligible for call-back pay, but may be eligible for overtime pay as outlined in Section 5 of this article.

Section 9: Compensatory Time: Unit employees may earn and utilize compensatory time in lieu of overtime, subject to the following conditions:

- a. Compensatory Time shall be earned at a rate of 1 to 1 for overtime for the first fifty-three (53) hours actually worked weekly, after which compensatory time shall be earned at a rate of 1.5 to 1; or 1.5 to 1 for any hours of forced-in overtime earned.

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- b. The maximum amount of compensatory time to be accrued shall not exceed ninety-six (96) hours a year;
- c. Compensatory Time must be utilized prior to the use of any Paid Time Off;
- d. Compensatory Time shall not be used prior to being earned.
- e. Compensatory Time must be used and/or cashed out by the end of this agreement unless otherwise agreed to by the Parties.

Section 10: Unit employees shall maintain daily time records to be used as the basis for determining all compensation periods. Time records shall note all work arrival times, departure times, (except for paid breaks) and authorized leaves, using a Town clock and the next closest minute. Time records shall be submitted to the Fire Chief for review and approval.

ARTICLE 16 STATION UNIFORMS

Section 1: The Town will continue to provide unit employees with the basic clothing and uniform items as outlined below. These items will be of equivalent or better quality as the brands or models listed. The Town will replace any and all damaged, worn, non-fitting items on an "as needed" basis throughout the duration of this Agreement. Requests for replacements shall be made through the Fire Chief and shall not be unreasonably denied. In addition, all items will be replaced if damaged while on duty in the performance of work related assignments/tasks at the expense of the Employer. Uniforms shall only be worn in places and at times which bear a reasonable relationship to the performance of official duties.

- a) Four (4) pairs of Lions uniform dark navy blue pants.
- b) Four (4) Lions uniform dark navy blue button-down shirts with silver embroidered badge on left breast. Last name embroidered above right pocket. Ogunquit FD patch sewn on left arm (shoulder) with the American flag sewn on right arm (shoulder). The IAFF pin and/or patch may be worn by the unit employee on his/her uniform shirt.
- c) Two (2) pairs of 5-11 dark navy blue shorts.
- d) Two (2) dark navy blue polo light wick shirts with logo as mutually agreed to by the parties embroidered on left breast.
- e) One (1) 5-11 Three-in-One jacket with logos as mutually agreed to by the parties.
- f) One (1) Black 5-11 or Tactical Series duty belt.
- g) One (1) pair of black work boots, (Rocky's, 5-11, Converse).
- h) A total of four (4) short or long sleeve dark navy blue T-shirts with silk screen logo as mutually agreed to by the parties on left breast.

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- i) One (1) dark navy winter hat with embroidered logo as mutually agreed to by the parties on the front of the hat.
- j) One (1) dark navy baseball hat with logo as mutually agreed to by the parties embroidered on the front of the hat.
- k) Four (4) pairs 5-11 dark socks.
- l) One (1) pair of sweat pants and one (1) pair of gym shorts.

Note: The parties agree that unit employees may wear a black polo fleece jacket with the OPF embroidered logo on the left breast and the first name embroidered on the right chest at his/her own expense. This item shall not be maintained by the Employer.

Section 2: Dress Uniform: The Employer shall continue to provide and maintain one (1) complete dress uniform for all unit employees as may be determined by the Fire Chief to be used when authorized or directed.

Section 3: Unit employees shall dress professionally at all times while representing the Town in any capacity. Accordingly, all gear and clothing, whether Town owned or personal, shall conform to the highest possible standards as may be determined by the Fire Chief. It shall be expressly understood that employee time spent in dress uniforms while participating in parades, funeral details or other such non-official duties that take place outside of the work shift shall be strictly on a voluntary basis with no compensation unless otherwise approved by the Fire Chief.

Section 4: All clothing and uniforms, excluding fitness gear and any footwear, purchased and/or provided for an employee shall remain the property of the Town. All such items provided to employees by the Town shall be returned to the Town when directed by the Fire Chief or upon employment separation.

ARTICLE 17 HEALTH AND SAFETY

Section 1: The Town will assure that safe and healthful working conditions are provided for unit employees pursuant to existing law, rule or regulation. The Union agrees to cooperate with the Town by encouraging unit employees to work in a safe manner and wear protective clothing and equipment prescribed by the Town and to report observed safety and health hazards to the Town in accordance with applicable procedures. In addition, the parties agree to work together to address Fire Department safety issues and develop a Plan of Action and Milestones for complying with the applicable occupational standards and for providing safe and healthful working conditions for unit employees.

Section 2: Personal Protective Clothing: The Employer shall furnish and thereafter maintain at no cost to the employee all respiratory apparatus, gloves, helmets, protective clothing and other protective equipment, such as personal alarm devices, or personal floatation devices, necessary to preserve and protect the safety and health of fire fighters. All protective clothing and equipment shall meet the applicable NFPA standard(s), whether existing or promulgated during the term of

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this agreement that provides the highest level of worker protection from among federal, state, provincial or voluntary consensus standards whichever is more stringent.

To this end, unit employees shall be issued 2 sets of Globe GX PBI Gold comparable or better turnout gear. Also the Town will provide a Cairns N5A or 10/10 helmet (employee's choice) and leather face shield for the front of the helmet for radio number. One pair of leather boots from Globe or Warrington manufacture. One pair of leather FV gloves, one Nomex hood, one pair of extrication gloves, one set of EMS pants, one pair of rubber Nomex fire boots and one set of forestry gear that includes hard hat, shirt, pants and leather gloves.

Section 3: Maintenance of Apparatus/Equipment: The Town shall continue to provide all unit employees with the necessary tools of the trade and safety gear, as required by law or otherwise required by the Fire Chief to perform the essential duties of the position. In addition, the Town shall continue to provide for the inspection and testing and proper maintenance of apparatus and firefighting equipment used by unit employees.

The Town shall take prompt and appropriate action when an unsafe condition is reported to or observed by the Town. Repairs will be accomplished by qualified personnel. The Town agrees that all emergency motorized firefighting equipment and apparatus will receive top priority for maintenance or replacement. The Town further agrees that any portable fire-fighting equipment that is found to be deficient will be immediately taken out of service until properly repaired or replaced. No Town-owned motorized vehicles or power equipment shall be utilized for any reason, including personal use by unit employees or removed from the fire department/station without specific authorization by the Fire Chief.

Section 4: Employees shall be provided with a pager and/or portable radio at no cost to the employee. All clothing, personal equipment, protective gear, (excluding footwear), tools, communication devices, etc., purchased for an employee shall remain the property of the Town and it is incumbent upon each employee to properly maintain and care for these items at all times. All such items provided to employees by the Town shall be returned to the Town when directed by the Fire Chief or upon employment separation. Employees shall be responsible for providing replacements of such items, except for losses attributable to normal wear and tear or incidents beyond the control of the employee, in which case the Fire Chief shall authorize replacements on an as-needed basis at Town expense.

Section 5: Wellness/Fitness Initiatives: The parties agree to implement a medical, wellness and physical fitness program for unit employees to obtain/maintain a level of wellness/fitness consistent with the duties he or she may be called upon to perform. The parties agree to develop the necessary Standard Operating Procedure(s) for implementing the terms and conditions of this article.

The Program while utilizing the IAFF/IAFC Program as a guide and/or reference shall include the following:

- a) Identify Occupational Healthcare Provider (Work Well Occupational Health Center).
- b) Medical Evaluation and Surveillance, and Behavioral Health.

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- c) Immunization/Inoculations Section/Requirements.
- d) Fitness Initiative.
- e) Handling/Processing Work-Related Injuries/Illnesses.
- f) Injury/Illness and Medical Rehabilitation (Return to Work Program).
- g) Other programs as agreed by the parties.

Section 6: Smoking Policy: The parties recognize that the Surgeon General of the United States has determined that smoking and/or the use of tobacco products contributes to the development of a number of heart/lung and other diseases. To this end the parties agree to the following:

- a. As of the effective date of this agreement, the Town of Ogunquit will establish a no-smoking condition of employment policy and hire as firefighters only those individuals who do not smoke and/or use any tobacco products, and such individuals will continue to not smoke or use any tobacco products for the duration of their employment.
- b. All bargaining unit employees who were hired before the execution of this agreement will not be affected by the no-smoking condition of employment policy which will apply to only the new hires, but current employees will smoke only in designated smoking areas while on duty in and around the fire station as mutually agreed to by the parties.
- c. The parties further agree to cooperate and work together to persuade and encourage existing unit employees to stop smoking and/or using any tobacco products. Unit employees will be required to participate in any and all courses/programs designed to assist employees to stop smoking that are mutually agreed to by the parties and employees are encouraged to access the smoking courses and/or programs authorized and/or approved by the Town's health insurance programs. Unit employees who successfully complete a smoking class/program, quit smoking, and refrain from using any tobacco products and sign the Non-Smoking commitment letter will receive a onetime bonus as determined by the parties within 14 days of signing the condition of employment letter.

Section 7: Medical Surveillance Program: In partnership with the Union, the Employer agrees to develop and implement a program of systematic medical testing for potential work-related and non-work-related illnesses, injuries, or disabilities which may arise because of the nature of the work process and the exposure of the employees to dangerous substances. The program shall be carried out without cost to the employee and every attempt will be made to permit employees to conduct their medical exams/appointments during normal working hours.

- a. The Town's Medical Care Provider (MCP) has been identified as Work Well Occupational Health Center, Biddeford, Maine.

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- b. All new unit employees will be required to have a pre-hire baseline physical with the Town's MCP/Work Well, without cost to the employee, with follow-ups annually by their Primary Care Physician (PCP), coverage provided through Town sponsored health insurance.
- c. Existing unit employees as of July 1, 2014 are required to have a base line physical by 6-30-15 (and thereafter annually) by their PCP, coverage provided through Town sponsored health insurance and at no cost to the employee.
- d. The parties, with the assistance of the Town's MCP/Work Well, will develop and maintain the necessary Physical Examination and Respirator Medical Evaluation Questionnaire/Forms to be completed by the employee's PCP and reviewed by the Town's MCP.
- e. Upon completion of their annual physical exam, unit employees are required to submit the appropriate medical documentation demonstrating their Fitness-For-Duty from their PCP. The Annual Physical, Fitness-for-Duty Forms(s) and the employee's completed/signed Respirator Medical Evaluation Questionnaire must be submitted to the Town's MCP/Work Well as soon as possible but NLT 30-days from the date of their annual physical is completed.
- f. Upon receipt of the unit employee's annual physical documentation, the Town's MCP/Work Well will review the employee's annual physical evaluation file to certify the employee is fit-for-duty. Depending on the MCP's findings, the employee may require additional evaluation and/or testing to confirm fitness-for-duty outcome. Any additional evaluation and/or testing would be coordinated through the Employee's PCP, utilizing the Town sponsored health insurance and at no cost to the employee.
- g. In the event of a disagreement between the employee's PCP and the Town's MCP/Work Well, with regard to fitness-for-duty or related testing, at no cost to the employee, the Town will assume the cost of a 3rd opinion and associated testing not covered by the employee's health care insurance.
- h. All medical records shall be kept confidential from the employer, except upon written consent of the employee.

Section 8: Fitness Initiative: The parties agree to work together to develop, implement and maintain a "Fitness Program" based on the principles of the IAFF/IAFC Joint Labor Management Wellness/Fitness Program. The program will be mandatory, part of the employee's daily work assignments and non-punitive provided however that prior to beginning the program, each unit employee must have taken a physical examination specified in this article and receive a written evaluation from his/her primary care physician which shall be provided to the Fire Chief before beginning the fitness program. The program shall include a baseline fitness evaluation, individual fitness and training goals, follow-up fitness re-evaluations as needed by determination of the primary care physician. To this end, the parties have agreed to create and maintain a Fire Department Standard Operating Procedure for implementing the Ogunquit Fire Department's Fitness Initiative.

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The Town shall contribute up to two hundred fifty dollars (\$250) per fiscal year per unit employee as a reimbursement towards expenditures that promote their health, wellness and fitness. Reimbursable items include durable fitness equipment & foot wear, as well as health club memberships, yoga or other fitness classes, consultations or services provided by licensed wellness professionals, including nutrition, acupuncture, massage, weight-loss, tobacco cessation, etc. (Other programs not enumerated here may also be allowed with permission of the Fire Chief - check before committing.) Clothing and food are not reimbursable. In the event this type of benefit becomes available within the Town sponsored health insurance plan, this benefit may be discontinued as mutually agreed to by the parties.

Section 9: Job-Related Injuries/Illnesses: Employees who are covered by this Agreement, and who sustain an accepted worker's compensation claim due to a workplace injury or illness, shall receive in addition to compensation paid or payable under the Worker's Compensation Act, an amount sufficient to bring them up to full salary while any incapacity exists, and until they are placed on disability retirement, reach their Maximum Medical Improvement (MMI), or return to active duty. Absence because of such injuries/illness shall not be charged to accumulated leave. The Town reserves the right to require an independent medical examination to determine the extent of incapacity and the Town reserves the right to require the employee to perform work for which he/she is physically qualified as outlined in the Fire Department's SOP implementing this article.

Section 10: Benefits During Disputed Worker's Compensation Claims: Disputed Worker's compensation issues for unit employees shall be administered in accordance with applicable State laws and regulations. During the period that a unit employee is incapacitated and unable to work because of an injury/illness that may be connected to a job related injury/illness during the period that the employee's workers compensation claim is in dispute, the unit employee shall be eligible for Short Term Disability (52 weeks of Income Protection) for up to one (1) year. The unit employee will continue to accrue Paid Time Off (PTO) and remain on all benefit plans, and may use any available Compensation Time, Sick Bank Time, and/or accrued PTO to make up the difference between the Income Protection Payments and the unit employee's regular pay, or to cover the unit employee's portion of their benefit payments.

At the end of the initial 52-week period, if the unit employee's workers compensation claim is unresolved and is still in dispute, then the parties will extend the period of job retention for up to an additional 52-weeks until the unit employee has reached his/her Maximum Medical Improvement (MMI), returned to active duty, is placed on disability retirement, or the worker's compensation case is resolved, as long as additional medical information is provided to demonstrate that one of these options is achievable during the extended time period. The unit employee may use any available Compensation Time, Sick Bank Time, Paid Time Off, LWOP or any combination thereof to cover his/her absence. During this additional year, the Town will continue to pay its share of all benefits plans, except that PTO will not accrue. However, upon the approval of the Workers Compensation Claim, the unit employee will be made whole with respect to any pay and/or benefits withheld and/or entitled to under Section 9 of this Article.

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The Town reserves the right to require an independent medical examination to determine the extent of incapacity and the Town reserves the right to require the employee to perform work for which he/she is physically qualified as outlined in the Fire Department's SOP implementing this article. Disputes regarding this Section will be handled at Step 4 pursuant to Article 7 of this agreement.

Section 11: Non-Job Related Injuries/Illnesses: Bargaining unit employees that sustain a "non-job" related injury or illness may apply for Short Term Disability (STD/Income Protection) and shall be entitled to utilize their available Compensation Time, Sick Bank Time, Paid Time Off (PTO), Shift Exchanges with other unit employees, donated PTO from other Town employees, and Leave Without Pay (LWOP) as approved by the Town Manager to cover periods of absence related to non-job related injuries and illnesses that are in excess of seven (7) work days as long as the request is supported by medical documentation from the Employee's Primary Care Physician and/or Specialist that is treating the employee's illness/injury.

At the end of the STD, not to exceed 52 weeks, the Town Manager may authorize LWOP to extend the period of job retention for up to an additional 52-weeks until the unit employee has reached his/her Maximum Medical Improvement (IVIMI), returned to active duty, or is placed on disability retirement, as long as additional medical information is provided to demonstrate that one of these options is achievable during the extended time period.

If the employee is unable to present the additional information and is unable to return to work and continues to be unfit for duty, then the employer may take the necessary steps to terminate the employee for non-disciplinary reasons pursuant to this agreement. As outlined in Article 14, Section 6, employees utilizing approved LWOP may remain on Town sponsored insurance plans at their own full cost, and shall not be entitled to any Town paid benefits or creditable service earnings and will not accrue any Paid Time Off (PTO).

Section 12: Fitness-For-Duty & Return to Work Policy: If the Town has a particular cause for concern about an employee's ability to safely perform the firefighter's job duties, the Town may require the firefighter to get a fitness-for-duty evaluation. The determination by the Town to refer an employee for a fitness-for-duty evaluation must involve consultation and coordination with the Town Manager.

To this end, if the Fire Chief obtains reliable information that an employee may be unfit for duty, or through personal observation believes an employee to be unfit for duty, he/she will validate and document the information or observations as soon as is practicable and will complete a Supervisor's Observation Report (to be developed by the parties) and must state the particular cause for concern in writing and the report must be forwarded to the Town Manager for review and action. The Town Manager will present the information or observations to the employee at the earliest possible time in order to validate them; and will allow the employee to explain his/her actions with Union representation if requested, or to correct any mistakes of fact contained in the description of those actions. The Town Manager will then determine whether the employee should leave the workplace immediately for safety reasons.

Unit employees being referred for a fitness-for-duty evaluation will be relieved of duties and placed on paid administrative leave pending completion of the evaluation and receipt of the results by the employee's primary care physician or the Town Medical Care Provider. The Town Manager

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will forward documentation from the Fire Chief to the employee's PCP or the Town MCP who will determine what type of fitness-for-duty examination is indicated and if the employee is fit-for-duty. The physician's evaluation is limited to the particular written cause for concern. No other fitness-for-duty evaluations are permitted.

If an employee is found to be unfit for duty, his/her employment and pay status will be determined on a case-by-case basis in accordance with applicable laws, rules and/or regulations and/or policies and procedures of the Town that have been mutually agreed to by the parties. Applicable employee leave accruals will be used to cover continued approved leaves of absence from work. In all cases an employee who has been referred for a fitness-for-duty evaluation must provide documentation from their PCP indicating his/her fitness for duty in order to return to work.

If at any time there is a conflict between the employee's PCP and the Town's MCP, the parties will agree upon a third equally qualified medical authority to conduct an independent medical evaluation at no cost to the employee to determine if the employee is fit for duty, has met his/her medical maximum improvement, can return to work after completing treatment plan and/or rehabilitation program prescribed for the employee and/or if the injury/illness is permanent and the employee will not be able to return to work.

Section 13: Light Duty Return to Work: The Parties agree to create and maintain a Light Duty Return-to-Work Program consistent with the IAFF/IAFC WFI for unit employees.

The goals of the program are as follows:

- a. To assist unit employee's in the return to his/her pre-injury/illness position with the Fire Department;
- b. To provide some "connectedness" of the unit employee to the Department;
- c. To speed up the recovery process;
- d. To provide meaningful work for the Department and the unit employee;
- e. To make maximum use of the unit employee's skills and abilities. To that end, the Town has agreed to work with the Union in defining specific work assignments or light duty activities that will be made available to employees injured/ill at work who are unable for period of time to perform their regular duties and responsibilities.

To this end, the parties will develop and maintain Light Duty Return to Work policies in the Fire Department's WFI Standard Operating procedure.

Section 14: Medical Evaluation & Treatment Costs/Payments: The Town will assume and pay, directly from its own funds or through the proceeds of health insurance or other insurance procured/provided by the Town, or a combination thereof, medical and hospital expenses required in the support of the Department's Wellness/Fitness Program and/or for the treatment of any in-line-of-duty injuries, illnesses and service-connected disabilities sustained by unit employees of

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the Town. Unit employees will utilize their Town-provided health insurance to pay for any and all job-related medical evaluations and/or treatment. If the employee has any deductibles and/or out-of-pocket expenses related to their work-related medical evaluations and/or treatments, the employee shall submit the original receipts to the Town Manager, via the Fire Chief for payment.

To this end, the Town will assume and pay for the following:

- a. Baseline physical for new/pre-hire unit employees, est. cost \$1,500.
- b. Annual Review of Respirator Medical Evaluation Questionnaire and Forms by Work Well, est. cost - \$30.00/EE/year; or
- c. Annual in-person Physical Examination and Respirator Medical Evaluation Questionnaire/Forms by Work Well, est. cost - \$75/EE/year.
- d. Any deductibles and/or out-of-pocket expenses not covered by insurance for any and all work-related medical evaluations and/or treatments.
- e. The cost of a 3rd opinion and/or additional medical testing/evaluation required, in the event the employee's PCP and Work Well disagree with regard to a fitness-for-duty determination.
- f. Costs associated with any approved job-related injury and/or illness by worker's compensation pursuant to Title 39.

This represents the estimated extent of the Town's financial liability related to the Medical Surveillance Program as outlined in this Article. In the event that the total costs of the program increase by more than 10%, the Parties agree to revisit this program to understand the cost increases and to mutually determine ways to address the causes of those increases (if necessary).

ARTICLE 18 BENEFITS & WAGES

Section 1: Fire & EMS Certifications/Licenses and Educational Reimbursements: At a minimum, unit employees shall be required to maintain certification by the State of Maine as a Firefighter II, an Advanced Emergency Medical Technician (A-EMT), or Paramedic Level whichever is applicable to their current position as mutually agreed to by the parties. Upon the initial attainment of such requirements which shall be at the employee's expense, unless otherwise agreed to by the parties, the Town shall thereafter pay for all costs associated with renewals, except in the case of revocations unless mutually agreed to by the parties at a reasonable period of time after the employee submits the reimbursement request to the Town Manager, via the Fire Chief. The Town shall pay all costs associated with training, education and licensing that are mandated by the State of Maine or required and approved by the Fire Chief for firefighters, and EMT's, A-EMT's and/or Paramedics. Scheduling for such events shall be at the convenience of the Town, taking into account the employee's availability as may be reasonable.

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- a. Unit employees who voluntarily request training or education that is not mandated by the State or Fire Chief may be eligible to do so at Town expense upon prior authorization of the Fire Chief when determined to be advantageous to the Town, and subject to the availability of budgeted funds. Such approval may also be conditioned in the form of expense reimbursement upon attainment of a satisfactory grade. Time spent engaged in these endeavors shall not be compensable or creditable unless approved in advance by the Fire Chief.

To encourage professional development, the Town agrees to continue providing the educational incentive pay plan as set forth in this section. The Town will provide an additional stipend for the award of a degree completed at an accredited institution of higher learning. To encourage professional development, the Town agrees to continue providing the educational incentive pay plan as set forth in this section. The Town will provide an additional stipend for the award of a degree completed at an accredited institution of higher learning. For the purposes of receiving this incentive pay, the Town will recognize accredited degrees as follows:

Associate Degree	\$10.00 per week
Bachelor's Degree	\$15.00 per week

- b. The Town agrees to continue to reimburse unit employees for 80% of the cost of tuition and books, for courses approved by the Fire Chief that are completed at an accredited institution for higher learning with a grade of "C" or better when courses relate to firefighting or EMS training or course of study.

Section 2: Annual Training Needs Assessment: The purpose of a training needs assessment is to identify performance requirements and the knowledge, skills, and abilities needed by the Fire Department's workforce to achieve the objectives and/or mission of the department. An effective training needs assessment will help direct resources to areas of greatest demand. The assessment should address resources needed to fulfill organizational mission, improve productivity, enhance individual employee's knowledge/skills and abilities and provide quality Fire and EMS Services to the community.

To this end, the parties agree to conduct an annual training needs assessment between October-November the Ogunquit Fire Department to determine what type of training is required for the upcoming year for planning and budget purposes.

Section 3: Health Care Plan: Effective January 1, 2017, the Town agrees to provide the PPO 500 health insurance policy as provided and available through Maine Municipal Employees Health Trust or plans with comparable or better coverage including major medical as agreed to by the parties. Unit employees may select a single plan, two-person plan, family plan, or make plan changes as necessary depending upon eligibility and in accordance with the provider's rules. The Town shall pay eighty percent (80%) of the premiums of members and dependents and unit employees shall pay the remaining twenty percent (20%). The employee's co-payment of insurance premiums shall be deducted from an employee's wages before taxes are calculated, in accordance with IRS Section 125. Retirees shall have access to the Town insurance program so long as the

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Town's carrier allows such coverage. The Town shall have no obligation to the retirees for insurance coverage and is free to change carriers regardless as to whether retirees would be covered.

The Town assumes no liability whatsoever regarding providing insurance coverage for retirees and the Union and the retirees shall hold the Town absolutely harmless regarding insurance coverage for retirees.

Effective January 1, 2017, the Town will implement a Health Reimbursement Account (HRA) for those in the PPO 500 Plan designed and funded to cover any deductibles as outlined in the plan document.

If an employee has health insurance coverage outside the Town of Ogunquit, the Town shall pay a weekly stipend equal to eighty percent (80%) of the total premium for a single plan. This stipend will be considered income for tax purposes but not for base wage, retirement or overtime pay calculations. The employee must show proof of said coverage a minimum of once per year and at other times as requested. Employees who lose outside coverage due to divorce, death of a spouse or spouse's termination will be allowed back into the Town's insurance plan based upon the plan's requirements and limitations.

Section 4: Flexible Benefit program: The Town shall continue to offer an IRS recognized Flexible Benefit Program to include a health care reimbursement plan and a dependent care reimbursement plan. Voluntary participation shall be open to regular full-time employees only. Pre-taxable income contributions shall be made based on fifty-two (52) weekly payroll deductions over the course of a calendar year. Disbursements shall be handled in accordance with federal regulations as determined by the plan administrator.

Section 5: Dental Plan: The Town shall provide employees with a Small Group Dental Plan II insurance plan through Patriot Mutual Insurance Company or some other similar provider with similar benefits of the Town's choosing. Employees may select a single plan, two-person plan, family plan, or make plan changes as necessary depending upon eligibility and in accordance with the provider's rules. The Town shall pay ninety percent (90%) of the premiums. Employees shall be allowed to contribute to their costs of such plans on a pre-tax basis through an IRS approved Section 125 Premium Offset Plan. Employee contributions shall be made through weekly payroll deductions calculated in fifty-two (52) weekly increments for the period January through December.

Section 6: Life Insurance: The Town shall provide employees with a term life insurance policy having a face value of one times an employee's annual base wage, (base wage rate time 2,184) with additional coverage for accidental death and dismemberment in such amounts as is provided in conjunction with the life insurance coverage. The Town shall pay the entire cost of these premiums. It is understood that Life/ADD insurance disbursements shall be made in accordance with the provider's rules. Employees may purchase, pre-tax, additional life insurance coverage at their own expense.

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Section 7: Short-Term Disability Insurance: The Town shall provide employees with a short-term disability insurance policy (Income Protection Plan) that pays seventy percent (70%) of the employee's average weekly pay, up to one thousand dollars (\$1,000.00) per week in accordance with the provider's rules. The Town shall pay the entire cost of these premiums. Employee's receiving disability payments may, at their discretion, also use accumulated PTO to maintain creditable service status and other benefits pursuant to Article 13 of this agreement.

Section 8: In the event an employee's weekly paycheck is not sufficient to make that employee's Healthcare and/or Dental insurance contributions for any reason, the employee shall make arrangements with the Town within seven (7) days of the payment shortfall. Failure to make such arrangements may result in loss of coverage.

Section 9: Maine State Public Employees Retirement Benefits: As of July 1, 2004, the Town provided and will continue to provide unit employees with retirement benefits as a participant in the Maine State Public Employees Retirement System (MPERS) Special Plan #1C pursuant to its rules and regulations. The Town's and the employees' contributions shall be made to MPERS under this plan at a rate set by MPERS.

Section 10: Town 457 Plan Options: Unit employees may elect, at their option, to participate in the Town's 457 retirement plan currently through ICMA. The Town shall make payroll deductions for any employee that voluntarily contributes to a Section 457 Deferred Compensation Plan in accordance with IRS regulations. The Town shall provide for weekly payroll deductions and pay employee-authorized contributions on a monthly basis (at no charge to the employee) to ICMA or any IRS recognized Section 457 provider selected by the employer. The total amount of contribution, however, shall not exceed the maximum amounts allowed by law.

Section 11: Compensation: Unit employees as of July 1, 2019 shall be paid an hourly rate of pay pursuant to the Compensation Plan outlined in Appendix B for the three (3) years of this Agreement.

~~a. Unit employees promoted to the rank of Captain [Lead Firefighter] shall receive an annual stipend in the amount of \$2,000.00 for assuming the higher level duties & responsibilities of the position. The stipend for the four [4] Captains shall be paid quarterly starting July 2017. Unit employees [Captains] as of July 1st, 2018 shall be paid an additional \$1.00 towards their hourly rate outlined in Appendix C in lieu of the \$2,000.00 stipend.~~

a. Annual Wage Increase:

- 1) Effective July 1, 2019, Unit employees wages will be increased by 2.5%
- 2) Effective July 1, 2020, Unit employees wages will be increased by 3.5%
- 3) Effective July 1, 2021, Unit employees wages will be increased by 3.5%

b. In addition, Appendix B includes a "starting" pay rate of \$22.78 for those unit employees hired after the execution date of this agreement. It is understood that the Town has the right to assign the initial wage rate as outlined in Appendix B based on experience and

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qualifications. However, any existing employee in the same position who is aggrieved by such a wage rate decision based on years of experience or qualifications that is similar or exceeds the new hire may utilize the grievance procedure herein in combination with Section 11 of this Article.

- c. Employees shall not be entitled to receive any pay increases while serving a probationary period.
- d. The Town Manager reserves the right, using his/her sole discretion, to increase an employee's pay classification or reclassify an employee's job description (upward but not downward) upon request of the Fire Chief or OPFA at any time during this Agreement for compelling reasons.

ARTICLE 19

DURATION AND CHANGE

Section 1: Final Resolution: This Agreement represents the total understanding of the parties. The parties to this Agreement agree that matters covered by this contract shall not be the subject of bargaining during the term of this contract, except by mutual agreement of the parties.

Section 2: Maintenance of Benefits: It is mutually agreed that negotiable benefits or terms and conditions of employment affecting the members of this unit which are not covered by this Agreement shall remain in full force and effect throughout the duration of this Agreement subject to established procedures for changing these negotiable benefits or terms and conditions of employment.

Section 3: Severability: If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or application shall continue in full force and effect. The parties shall meet as soon as possible to negotiate a substitute provision when necessary.

Section 4: Mid-Term Bargaining: This agreement except for its duration period as specified in Section 5, may be opened for amendment by mutual consent of the parties at any time after it has been in force and effect for at least six months. Any request for amendment by either party must be written and must include a summary of the amendment(s) proposed. The parties shall meet within fourteen calendar days after receipt of such request to discuss the matter(s) involved. If the parties agree that opening is warranted on any such matter(s), they shall proceed with negotiations. Negotiations shall be strictly limited to those matters previously agreed to as being appropriate. Any and all agreements reached during any mid-term bargaining session(s) shall become an addendum to this agreement.

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Section 5: Duration of this Agreement: This Agreement shall be in effect and binding upon both the Town and Union during the period July 1, 2019 through June 30, 2022. In the event that collective bargaining shall not have been successfully completed prior to the expiration of said Agreement, the parties hereto agree that the provisions of this Agreement shall remain in full force and effect until such time as a successor agreement has been negotiated and executed by the parties.

Section 6: The execution of this Agreement shall serve as the required one hundred twenty (120) day notice pursuant to Title 26, M.R.S.A. §965(E).

IN WITNESS WHEREOF, the Agreement is approved, adopted and entered into by the parties hereto:

For the Town:

For the Union:

Select Board Chair

President

Select Board Vice Chair

Vice President

Select Board Member

Select Board Member

Select Board Member

Dated: _____

Dated: _____

APPENDIX A

MEMORANDUM OF UNDERSTANDING

LABOR-MANAGEMENT PARTNERSHIP COMMITTEE

Section 1: The purpose of this Committee is to implement the intent and spirit of Article 6 of the Parties' Collective Bargaining Agreement (CBA) and to assist in developing a quality Labor-Management relationship between the Parties. The Committee is designed to provide a means for allowing the Town and the Union to become full Partners in identifying problems, areas of concern, changes to working conditions within the organization and to develop viable solutions to these problems so that the mission of the Fire Department can be accomplished in a more cost effective and efficient manner, while striving to enhance the working conditions of all Fire Department employees. To this end, the Parties have agreed to establish and maintain a set of meeting rules for conducting the business of their Labor-Management Partnership Committee (LMC).

Section 1: The goals and objectives of this Committee are as follows:

- To further the Fire Department's Mission by using the Brain Storming Process
- Foster a more productive and cost effective service to the citizens of Ogunquit
- Promote better morale among all Fire Department employees
- Enhance the working conditions for all Fire Department employees

Section 2: Committee Structure and Conduct: The LMC shall consist of three (3) Union Representatives as determined by the Union and up to three (3) Representatives from the Town as determined by the Town. Nothing in this agreement will restrict the parties from expanding its size by inviting other Department Heads and/or other jurisdictions to assist the committee in meeting its goals and objectives. The PFFM's Organizing & Field Services Director and the Town Manager may be invited to any/all LMC meetings as necessary to facilitate and/or assist the committee in meeting its goals and objectives as outlined in this MOU.

The Committee shall also have the authority to appoint sub-committees and/or working groups, either standing or temporary, to assist in addressing any of the matters properly raised to the committee and/or to carry out its purpose. The committees established as part of the parties collective bargaining agreement will become sub-committees under the Labor-Management Partnership Committee, they include the following:

- Health & Safety Committee
- Standard Operating Procedures Committee
- EMS Committee
- Overtime Committee
- Others to be created by the LMC as needed

In addition, at the request of one or more of the committee members, subject matter experts or other persons may be requested to attend meetings to offer advice and/or information on specific subjects.

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All committee members, technical experts, sub-committees and working groups will demonstrate teamwork and cooperation. They will, at all times, keep all matters discussed confidential until the minutes of the committee are published, agreements executed, act in good faith dealing openly and honestly on all issues, striving to understand varying points of view, and contributing to the resolution of any conflicts that may arise. All participants will conduct themselves in a professional manner at all times.

Section 3: Committee Meetings and Agenda: The Committee shall meet on request of either party and/or at least once a month to discuss all matters of mutual concern. The meeting format, meeting date/times, meeting duration, location, and agenda development will be determined by the committee at their 1st meeting.

Section 4: Minutes: The parties agree that committee minutes will be maintained of all meetings and will be published as determined by the committee. The minutes of the committee will only reflect what was done and not what was said.

Section 5: Information and Data: The intent of this agreement is for both labor and management committee members to share information and/or data that they control or have direct access to, as long as it is not of a sensitive personnel nature and that is necessary and relevant for committee members to have full and complete understanding of the facts relating to the issues before them in order to fulfill their respective representational responsibilities and to make an informed decision while serving on the Labor-Management Committee.

Section 6: Decisions:

- a. Decision-making within the labor-management committee shall be based on consensus. For the purpose of this agreement, consensus is defined as a unanimous decision of "all" representatives present at the meeting. Unless otherwise agreed to by the parties, there must be quorum of at least 4 (2L and 2M) for voting purposes, but not necessarily for a meeting to take place.
- b. The Parties must ensure that all issues are fully discussed prior to reaching a decision. Once a decision is reached, it shall be supported by all members of the committee.
- c. If consensus is not reached, the issues may be submitted for bargaining as appropriate through normal negotiation procedures pursuant to the terms and conditions of this CBA. Though the parties will strive to address their issues and/or resolve their conflicts through the labor-management committee, submission to the committee does not constitute an exhaustion requirement with respect to any of the parties' statutory or contractual rights.
- d. All decisions of the committee that are reached by consensus will be binding on the parties. The parties agree that Labor/Management Committee decisions, arrived at through consensus, constitute waivers of any rights that may exist to seek redress of that matter through any other forum, except as may be prohibited by law. All agreements reached by the committee will be signed by the Fire Chief, the Union President and all members of the committee. The parties agree that under no circumstances shall an agreement reached by the committee modify the current CBA.
- e. All decisions of the Labor-Management Committee will be published jointly. All decisions will be posted for a thirty-day (30) period on all official bulletin boards as a result of the committee's actions.

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APPENDIX B

Ogunquit Firefighters Wage Chart						
			Current	Proposed	Proposed	Proposed
Captains	Hire Date	Years of Service	FY19	FY20 2.5%	FY21 3.5%	FY22 3.5%
David Moore	6/1/1989	31	\$32.10	\$32.90	\$34.05	\$35.25
Annual			\$70,106.40	\$71,859.06	\$74,374.13	\$76,977.22
Shannon Bridges	3/6/2000	20	\$30.61	\$31.38	\$32.47	\$33.61
Annual			\$66,852.24	\$68,523.55	\$70,921.87	\$73,404.14
Scott Bourque	5/4/2001	19	\$29.88	\$30.63	\$31.70	\$32.81
Annual			\$62,257.92	\$66,889.37	\$69,230.50	\$71,653.56
Robert Bernard	6/24/2002	18	\$31.76	\$32.55	\$33.69	\$34.87
Annual			\$69,363.84	\$71,097.94	\$73,586.36	\$76,161.89
Firefighters						
Jessica Christian	3/26/2005	15	\$30.02	\$30.77	\$31.85	\$32.96
Annual			\$65,569.00	\$67,202.77	\$69,554.87	\$71,989.29
Brandon Walker	12/11/2011	8	\$25.90	\$26.55	\$27.48	\$28.44
Annual			\$65,569.00	\$57,979.74	\$60,009.03	\$62,109.35
Christoher Mooney	5/6/2015	5	\$24.66	\$25.28	\$26.16	\$27.08
Annual			\$53,876.00	\$55,203.88	\$57,136.01	\$59,135.77
Nathanael Pierce	4/5/2016	4	\$24.66	\$25.28	\$26.16	\$27.08
Annual			\$53,876.00	\$55,203.88	\$57,136.01	\$59,135.77
*The starting hourly rate for New Hire is				\$22.78		



Town of Ogunquit **Age Friendly Committee**

Whereas: We are committed to being a welcoming, diverse community that is safe, secure, inclusive and considerate of all people, of all ages, and all perspectives;

Whereas: We are committed to having a sustainable, excellent quality of life for residents, businesses, and visitors now and into the future;

Whereas: We are committed to undertaking efforts to promote active aging by optimizing personal independence and opportunities that will enhance people's health and safety;

Whereas: We are committed to promoting ways for the people of our community to engage in the social, economic, and civic life of our community;

Whereas: We are committed to being a livable community where the town's public places, spaces, and infrastructure are maintained and developed in ways that benefit people of all ages;

Whereas: We are committed to removing barriers of all types that may prevent people from remaining in their homes as they age;

Whereas: We are committed to working collaboratively with volunteers and organizations that will support people's well-being, and allow and inspire residents to age safely and independently in our community;

Whereas: Ogunquit is a member of the AARP's Age Friendly network which has identified eight livability standards for communities to work toward to offer a desirable quality of life to its population: the built environment, transportation, housing, social participation, respect and social inclusion, civic participation and employment, communication, and community support and health services.

Whereas: Ogunquit is committed to being a great place where residents, businesses, and visitors thrive;

Therefore, The Ogunquit Select Board hereby establishes the Age Friendly Committee to advise the Select Board on matters related to making Ogunquit an Age Friendly Community based on the AARP's eight focus areas, and other relevant issues.

Membership: The Age Friendly Committee will consist of 7 members. The terms will be for three (3) year terms, however for the initial terms, 3 of the members be appointed for 3 years, 3 members will be appointed for 2 years, and 1 member will be appointed for 1 year.

Duties: The Age Friendly Committee is an advisory committee to the Select Board and will work on issues referred to it by the Select Board or as mutually agreed upon based on joint discussions between the Select Board and the Committee. The following tasks are provided for the Committee to begin its work. These will be updated and changed as the Committee develops its annual work plan.

- Advise the Select Board on actions Ogunquit can take regarding the AARP's Age Friendly eight livability standards.
- Perform an age-friendly community needs to assessment to determine what people identify as Ogunquit's "Age Friendly" needs and develop an action plan based on the results.
- Research and recommend strategies, policies and projects to the Select Board that will address the results of the needs assessment and enhance Ogunquit's livability.
- Provide community education and outreach and be a community resource regarding aging and thriving.

Dated: _____ 2020

Madeline S. Mooney, Chair

Robert N. Winn, Jr., Vice Chair

John M. Daley

Heath Ouellette

Lindsey M. Perry

AARP LIVABLE COMMUNITIES

What is a Livable Community?

The term means different things to different people. Here's our definition

AARP Livable Communities

A livable community is one that is safe and secure, has affordable and appropriate housing and transportation options, and offers supportive community features and services. Once in place, those resources:

- enhance personal independence;
- allow residents to remain in their homes and communities as they age; and
- foster residents' engagement in the community's civic, economic, and social life.

Livability Principles



Livable, age-friendly communities make for happier, healthier residents of every age, in all life stages.

"A livable community is one that is safe and secure, has affordable and appropriate housing and transportation options, and offers supportive community features and services."

— AARP Policy Book, Chapter 9: Livable Communities

GETTY IMAGES

Communities can be designed to promote physical independence, dignity, and opportunities for community engagement and choice as the population ages. But proper planning is needed. People of varying physical abilities can live more independent and meaningful lives through innovative design and modifications. Technological advances also have a significant impact. Accessibility features, types of activities, facilities, housing, road design, walkability, transportation, and supportive services all affect whether and for how long people can remain in their community as they age.

Policymakers on the federal, state, and local levels have important roles to play in designing and maintaining — and at times, retrofitting — communities to be active places where residents of all ages, including those 50 and older, can participate fully.

The following principles set out the broad goals for policymakers, both in establishing such communities generally and in the specific areas of land use, housing, and transportation.

- Creating Livable and Sustainable Communities
- Effective Planning
- Housing
- Affordable Housing
- Housing Accessibility
- Supportive Services in Housing
- Fair Housing
- Maintaining and Repairing Housing
- Transportation
- Transportation Planning
- Safe Driving and Livable Travel Environments
- Vehicle Design and Safety
- Vehicle Automation and Fully Self-Driving Cars
- Community Transportation
- Accessible Transportation

CONTRACT PROPOSAL | 2020 WATER QUALITY MONITORING



TO: Patricia Finnigan, Town of Ogunquit, Maine
FROM: Forrest Bell, FB Environmental Associates
SUBJECT: Contract Proposal for 2020 Water Quality Monitoring
DATE: May 9, 2020
CC: Rich Brereton, FB Environmental Associates

FB Environmental Associates (FBE) is pleased to submit this contract proposal and scope of work to the Town of Ogunquit to assist with water quality monitoring and investigation in the 2020 field season. FBE proposes two main tasks within this scope of work: 1) continue the annual baseline water quality monitoring to further investigate changes in water quality over space and time, and 2) continue the targeted fecal source tracking to identify potential locations contributing to fecal sources of contamination in the Ogunquit River. FBE has extensive experience in water quality monitoring, sampling and fecal source tracking, as well as data analysis and data summarization skills to properly report and communicate results. Additionally, FBE has been working with the Town of Ogunquit and is familiar with the environmental setting and is committed to improving water quality and reducing bacteria contamination within the Ogunquit River Watershed.

SCOPE OF WORK

TASK 1: ANNUAL BASELINE WATER QUALITY MONITORING

Water quality monitoring, including investigations into fecal source contamination, on the Ogunquit River has been conducted over the last several years through numerous local and state-funded projects. Continuing this data collection enhances the long-term data set, increases our understanding of potential fecal contamination sources, and allows for the assessment of on-the-ground activities implemented to improve water quality.

FBE proposes the continuation of water quality monitoring and fecal indicator bacteria sampling during three (3) wet weather and three (3) dry weather events at six (6) sites in the Ogunquit River Watershed between June and September 2020. These sites will represent known “hotspots” where high levels of fecal contamination have been identified in previous monitoring efforts, such as Leavitt Stream and the unnamed tributary between Great Works Regional Land Trust and Littlefield Village, as well as sites near locations that have been targeted for restoration and BMP installation.

Monitoring will include collecting surface water samples to be analyzed for *Enterococci* and measurements of in situ water quality parameters using a field meter. Sampling procedures will follow the Ogunquit River Watershed-Scale Bacteria Monitoring Quality Assurance Project Plan (QAPP), recently submitted to the Maine Department of Environmental Protection (ME DEP), and the 2020 Sampling and Analysis Plan, to be approved by ME DEP, both part of the Ogunquit River Watershed Restoration Project – Phase III, funded by a USEPA 319 Watershed Assistance Grant. *Enterococci* is the standard fecal indicator bacteria for tidal waters and will be used to assess fecal contamination at tidal and freshwater sites in the Ogunquit River watershed to allow for comparison across sites. Surface water samples will be brought to Nelson Analytical Laboratory in Kennebunk, Maine for *Enterococci* analysis. Nelson Analytical Laboratory will send FBE analytical results for data analysis. A YSI ProSolo meter will be used to measure dissolved oxygen, conductivity, salinity, and temperature at each site. FBE will summarize field and lab data and write a final report documenting field methods and summarizing water quality results. Final project deliverables are to include maps showing sampling locations, summarized data, and the written report.

TASK 2: TARGETED FECAL SOURCE TRACKING

FBE proposes the continuation of the targeted fecal source tracking project implemented in 2019 on the banks of the unnamed tributary between Great Works Regional Land Trust and Littlefield Village. The ground and surface water sampling resulted in two exceedances of the EPA recommended safe *Enterococci* limit at sites upstream and on the northern side of the tributary, and elevated groundwater nitrogen concentrations on the southern bank, suggesting possible contamination from septic and sewer

issues on both sides of the tributary. Additional surface and groundwater sampling at these sites would add another year of data to this data set which is needed to better pinpoint these possible sources and to better understand potential trends in these data.

Targeted fecal source tracking will include sampling twelve (12) groundwater sites and three (3) surface water sites distributed along the unnamed tributary, including site OR-18 a repeat offender hotspot for high *Enterococci* levels. Sampling will be conducted on one (1) day. Ground and surface water samples will be analyzed for *Enterococci* at Nelson Analytical Laboratory, nitrate and phosphate at the University of New Hampshire Water Quality Analysis Laboratory, ammonia using HACH test strips, optical brighteners using an AquaFlour handheld fluorometer. These additional parameters will be used as co-indicators of fecal contamination, as what was done in the 2019 monitoring. Laboratory analytical results will be sent to FBE for data analysis. Results will be included in the summarized data and final water quality report deliverables.

COMPENSATION

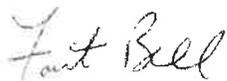
The estimated cost of FBE's services is provided in Table 1. Total project costs billed to the Town of Ogunquit based on the detailed scope of work will not exceed \$10,000.

Table 1. Anticipated staff hours and project costs.

Task 1 Annual Baseline Water Quality Monitoring				Task 2 Targeted Fecal Source Tracking			
FBE Staff	Hours	Rate	Cost	FBE Staff	Hours	Rate	Cost
Forrest Bell, <i>Owner/Principal</i>	3	\$135	\$405	Forrest Bell, <i>Owner/Principal</i>	1	\$135	\$135
Laura Diemer, <i>Monitoring Lead/QA Officer</i>	5	\$96	\$480	Laura Diemer, <i>Monitoring Lead/QA Officer</i>	6	\$96	\$576
Rich Brereton, <i>Project Manager</i>	12	\$96	\$1,152	Rich Brereton, <i>Project Manager</i>	5	\$96	\$480
FBE Project Scientist	39	\$65	\$2,535	FBE Project Scientist	12	\$65	\$780
FBE Administrative Staff	2	\$60	\$120	FBE Administrative Staff	1	\$60	\$60
			<i>Subtotal</i>				<i>Subtotal</i>
			\$4,692				\$2,031
Other Expenses			Estimated Cost	Other Expenses			Estimated Cost
Equipment & Supplies			\$ 800	Equipment & Supplies			\$ 547
Mileage & Tolls			\$ 276	Mileage & Tolls			\$ 46
Laboratory Fees			\$ 713	Laboratory Fees			\$ 894
			<i>Subtotal</i>				<i>Subtotal</i>
			\$ 1,789				\$ 1,487
TASK 1 TOTAL			\$ 6,481	TASK 2 TOTAL			\$ 3,518
							GRAND TOTAL
							\$ 10,000

ACCEPTANCE OF CONSULTING SERVICES

By signing below, FB Environmental Associates and the Town of Ogunquit accept the terms and conditions stated within this scope of work. FBE will send monthly invoices, which will be due within 30 days.



Forrest Bell ~ FB Environmental Associates

Patricia Finnigan ~ Town of Ogunquit



June 26, 2020

To: Ogunquit Select Board
Patricia Finnigan, Town Manager

From: Mandy Cummings, Treasurer

Re: Line of Credit

As you know, our FY21 budget calls for a significant use of the Unassigned Fund Balance. While we hope for the ability to use less of the Fund Balance than anticipated, it is imperative that we prepare for the period between the start of the fiscal year when taxes are due. With that in mind, I am requesting a vote of the Select Board to authorize my entering into a Line of Credit – Loan Agreement with Camden National Bank in the amount of \$200,000.

The terms on the Line of Credit are as follows:

- Line of Credit in the amount of \$200,000 which can be used throughout the year, as necessary in the event of a cash-flow shortage.
- Interest is based on the prime rate which is currently 3.25%
- Funds are advanced as needed and paid back as revenue increases beyond cash-flow needs.
- Interest payments are made monthly based on the principal outstanding

Motion: To authorize the Treasurer, Mandy Cummings, to enter into a Line of Credit – Loan Agreement with Camden Bank in the amount of \$200,000 and authorize said person to sign on the account.

Office of the Town Manager

To: Select Board
From: Pat Finnigan 
Date: June 30, 2020

RE: Keep ME Healthy - Grant Award

Since March 12 when the first active case of the corona virus was identified in Maine, Ogunquit has been working to protect our community and keep everyone safe and healthy. This has been a true community effort involving everyone from the Select Board, the Town employees, local businesses, volunteer organizations, Town committees, the citizen task force, to every person in Ogunquit who has done their part to adhere to health and safety standards from the national and state Centers for Disease Control (CDC).

This has involved massive efforts such as closing the Marginal Way and the beaches, enforcing those closures, and then gradually re-opening; working with the public to help them conduct their Town business in different, remote ways; totally changing Town Meetings and elections; working remotely; learning to conduct government via Zoom; doing direct outreach to our vulnerable populations to ensure they were safe, had food and necessities; launching a public communications campaign to keep people informed and connected; working with neighboring communities to develop a coordinated approach and consistent safety messages as we each had to make decisions to close, and then gradually open public areas, and changing our everyday routines where we now wear masks and distance ourselves all in the interest of keeping each other safe.

Governor Mills' approach to protecting the well-being of the people of Maine has been to educate and make decisions based on the data. This approach has proven effective. But as summer and the tourist season arrived with more people coming into Maine, the Governor, and we at the local level, knew we would have to do more if we were going to maintain our safety record.

"Towns and cities across Maine are on the frontlines of responding to COVID-19 and are well positioned to protect their residents and visitors alike," said Governor Mills. "Maine continues to have relatively low case counts, which is a product of our collective efforts, but as we reopen the vast majority of our economy, as more people interact, and as more visitors arrive from out-of-state, the likelihood of the virus spreading also increases."

The Governor developed the "Keep ME Healthy" initiative with federal funding, to partner with municipalities to build public awareness and proactively keep residents and visitors safe and healthy. Ogunquit developed a plan and applied for this funding. Special Projects Manager Dave Riccio led the effort to work with each of our Town departments to develop cost estimates and write our application. Our plan includes partnering with the Ogunquit Chamber of Commerce in our efforts.

The Governor announced the grant on June 10; applications were due June 22. The State announced the grant recipients on June 26. **Ogunquit received the entire amount we requested: \$233,941.70.** This is lightning speed for the State to roll out a program and approve this funding. This is a testament of the seriousness of this public health crisis and our need to be fully focused during Maine's important the tourist season.

Many thanks and well done to Dave Riccio, the Department Directors, and Chamber Executive Director Alice Pearce their work on this. This funding will allow us to maintain Ogunquit as a safe and welcoming community for our residents, businesses, and visitors.

Janet T. Mills
Governor

Jeanne M. Lambrew, Ph.D.
Commissioner



Maine Department of Health and Human Services
Maine Center for Disease Control and Prevention
11 State House Station
286 Water Street
Augusta, Maine 04333-0011
Tel: (207) 287-8016; Fax (207) 287-9058
TTY: Dial 711 (Maine Relay)

Keep Maine Healthy
2020 Municipal COVID-19 Awareness Campaign
Financial Assistance Available for Maine Municipalities and Tribal Governments to Help Keep Maine Residents and Visitors Safe This Summer and Fall

Funding Period: June 8 – October 31, 2020

Applications must be Submitted to Maine CDC by Monday, June 22, 2020

Municipalities and Tribal governments are best positioned to create local education and prevention plans to encourage Maine businesses, residents and summer visitors to follow best practices to prevent the spread of the Coronavirus and COVID-19 infections during the reopening of the State's economy and as we resume many recreational activities quintessential to the Maine experience.

As part of the Keep Maine Healthy initiative, the Department of Health and Human Services (DHHS) has created the 2020 Municipal COVID-19 Awareness Campaign to encourage municipalities and Tribes to implement their own COVID-19 prevention, education and protection plans in partnership with DHHS. Municipalities and Tribal governments that submit plans approved by DHHS will be reimbursed for costs associated with approved public health education and prevention activities during the funding period from June 8 through October 31, 2020. Costs incurred between June 8 – June 30 that are directly attributed to this education and prevention campaign will be considered for plan inclusion and reimbursement; however, reimbursement is not guaranteed until the application is approved by the CDC.

Maine's public health agency within DHHS, the Maine Center for Disease Control & Prevention (CDC) will oversee this initiative. Applications must be submitted to CDC by **Monday June 22, 2020**. You can email the completed Application to michael.abbott@maine.gov. Or, if you wish to send a paper version of this Application, please mail to:

Michael Abbott P.E., C.G., Interim Associate Director
Division of Environmental & Community Health
Maine CDC
286 Water Street
Augusta, ME 04333

Who is eligible to apply for funding? All municipal and Tribal governments in Maine are eligible to apply for available funding using this Application. Municipalities or Tribal governments who wish to partner with community organizations, including visitor centers, public health groups, or chambers of commerce, to implement approved prevention and education activities will be allowed to subcontract.

How much funding is available for each municipality or Tribe? The amount of funding available for reimbursement to each municipality or Tribe will be based on the plans and budgets they request, subject to limits. Such limits will be based on whether proposed expenditures are consistent with this initiative as well as

factors such as the year-round population combined with an estimate of the increase in population during the peak of the summer tourist season, as this number will influence the amount of work needed to complete the tasks involved in COVID-19 prevention activities.

What kinds of prevention activities should be included in the plan? Local prevention and education plans should include a point of contact for the municipality or Tribal government and one or more of the following:

- **Public education activities:** This could include printing and posting of existing State or national COVID-19 prevention information and/or developing local educational activities that are consistent with CDC guidelines. Costs eligible for reimbursement would include staff time for planning and education activities and costs for signage, materials, website development, brochures and mailing.
- **Physical distancing and public health support:** This could include fences, tape, and signage for physical distancing in public spaces and closed streets; hiring or reassigning staff to limit crowds in front of restaurants, bars, beaches and other sites; new traffic pattern signage and education; purchases of personal protective equipment and hand sanitizer to be made available for staff, visitors, and for use at public locations; and extra cleaning supplies and additional staff time required for enhanced cleaning and management of public spaces and restroom facilities.
- **Local business assistance:** This includes staff time for a Code Enforcement Officer, Local Health Officer, local law enforcement, or other person designated by the municipality or Tribe to be the local contact for educating of local businesses on best practices. This may include following up on public complaints and, for certain cases, providing information to State officials when there is a potential public health violation that cannot be quickly resolved through educating the business or individual.

What project expenses are not eligible for reimbursement? Work performed outside of the funding period (June 8 – October 31, 2020) is not eligible for reimbursement. However, salaries for staff already hired or redeployed and working on eligible activities can be paid with these funds for the duration of the state contract. Costs incurred between June 8 – June 30 that are directly attributed to this education and prevention campaign will be considered for plan inclusion and reimbursement; however, reimbursement is not guaranteed until the application is approved by the CDC.

Municipal and Tribal governments may not submit allowable expenditures for reimbursement under this program that are, or may, also be eligible for reimbursement from any other available federal or other public funding source for COVID-19 relief that is now, or that becomes available during the term of this Agreement, including, but not limited to the Federal Emergency Management Agency (FEMA), the Centers for Disease Control (CDC), Health and Human Services including Medicaid and Medicare, Treasury or the Small Business Administration until application has been made for such other funding and been disallowed or paid only in part. If an allowable expenditure is denied or covered only in part by such alternate relief funding source, the expenditure or remainder will be allowed under this Agreement during the period of reimbursement in which the denial or partial payment decision is received, subject to the statutes, rules and guidance for the alternate funding source. For example, at this time, FEMA reimbursement is for 75% of allowable costs, but the 25% State or local match cannot be made up from other federal funds.

How will the CDC determine which municipalities and Tribal governments will be approved? Each Application will be reviewed for completeness and a determination that the proposed activities and budgets are consistent with the goals of this program as outlined above.

When will the approved applications be announced? Funding recipients will be informed on or before June 30, 2020. Cost settled contracts will be awarded to all approved municipalities and Tribal governments. Upon

award, the Department will begin working with the awarded entity to establish contracts and to finalize budgets based upon the award amount. Contracts will include reporting requirements and the mechanism for reimbursement of expenses. Contract budgets, which will include subcontractors, will be reviewed for allowable expenses.

Are there specific requirements in place for the administration of these grants? This grant is being issued under the Corona Virus Relief Fund (CRF), CFDA # 21.019; therefore, the Federal Uniform Guidance 2 CFR 200 applies to the administration of these grant funds. Specifically, award recipients (municipal and Tribal governments) and sub-recipients (your community partners) must adhere to all applicable federal requirements, including Office of Management Budget (OMB) guidance: Title 2 C.F.R. subtitle A, Chapter II, Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. §200). Due to the nature of these grants, it is almost certain that you will be considered a sub-recipient of the State. Additionally, if you enlist the aid of your local partners, you may be creating additional subrecipient relationships. Please be especially mindful of the “sub-recipient” requirements set forth in 2 CFR 200.330 and 2 CFR 200.331.

Thank you for your interest in 2020 Municipal COVID-19 Awareness Campaign to protect public health. Actions taken by municipal and tribal representatives will greatly aid the State in our efforts to prevent the spread of the Coronavirus and COVID-19 infections in Maine. Please complete the Application below, including a project narrative and a budget detailing anticipated expenses for the activities indicated, as well as anticipated subcontracts and related expenses and a vendor form (if you are not already an approved vendor). If you need additional information or have questions about this Application, please contact Michael Abbott at 207-287-5684 or 207-592-2174 (mobile). Or, send your questions via email to michael.abbott@maine.gov.

2020 Municipal COVID-19 Awareness Campaign APPLICATION

Please complete this form and return to the CDC no later than **June 22, 2020**. Applications received after this date will not be eligible for funding.

Contact Information for Municipality or Tribe

Name of Municipality or Tribe:

County:

Town of Ogunquit

York

Population (Year-round):

Estimated Summer Peak Population:

1330

38,000+

Municipal or Tribal Representative, Name:

Title:

David M. Riccio

Special Projects Manager

Mailing Address (Street or Box #):

P.O. Box 875

City:

Ogunquit

State:

Me.

Zip Code:

03907

Phone:

207-400-2701

Email:

driccio@townofogunquit.org

Municipality or Tribe public health protection plan will include the following activities (check all boxes that apply):

Public Education

- Print and post COVID-19 Educational Signs**
- Create and distribute COVID-19 Informational Brochures**
- Provide educational campaign on local social media platforms**
- Develop training events for local businesses (online or in person)**
- Develop educational pages on Municipality or Tribe website**
- Other similar items (please describe in one sentence or less):**

Physical Distancing and Public Health Support

- Post signs and install physical barriers to limit congregation, encourage social distancing
- Close streets to expand outdoor dining and pedestrian opportunities
- Provide staff to control congregations in front of restaurants, bars, at beaches and parks
- Provide personal protective equipment (PPE) and hand sanitizer for staff and public use
- Increase sanitization of public spaces, including benches, picnic tables, public restrooms
- Other similar items (please describe in one sentence or less):

Local Business Assistance

- Provide Local Health Officer, Code Enforcement Officer and/or other designee of Municipality or Tribe to act as contact for educating local businesses and individuals on best practices. Duties to include the following:
 - Provide proactive education and training to areas businesses on compliance with best public health practices and DECD check-list guidance
 - Follow up on complaints received by Municipality, Tribe or State licensing agency. This will include contacting or visiting the business or individual and educating them on COVID-19 guidance
 - Report public health violations to appropriate State licensing agency
 - Refer criminal activity to local law enforcement.

Resource Name and Contact Information (include phone number and email address):

Scott Heyland Code Enforcement Officer 207-646-9326 ceoogt@townofogunquit.org

Other similar items (please describe in one sentence or less):

Partnership with the local Chamber of Commerce to coordinate public safety information and ensure that proper protocols are bei

Provide a brief 1-page narrative describing additional public health activities unique to the Municipality or Tribe (e.g., name specific parks, beaches, recreational areas or other public spaces that will be included in plan).

Also include, within the narrative, an explanation for each item selected that describes how the costs were determined and will be tracked.

Budget

Complete the attached budget detailing anticipated expenses for the activities indicated in the plan. This should include anticipated subcontracts and related expenses.

Municipalities are responsible for promptly submitting revised budgets for approval should there be any deviation of planned activities or identified subcontracts. Reimbursement of expenses will not be approved unless they correspond to the submitted, approved budget.

NOTE: If a municipality intends to subcontract with an organization, then the organization needs to be identified and the contracting vehicle must be submitted to the Department. If a subcontract is for \$25,000 or more of the requested funding, then the organization receiving the subcontract must also submit a budget for the Department's approval.

Town of Ogunquit Action Plan Narrative:
2020 Municipal COVID – 19 Awareness Campaign

As a beach front tourist community, the Town of Ogunquit is faced with a number of significant challenges as a result of COVID – 19. To meet this challenge throughout the majority of this tourist season, the Town of Ogunquit is seeking \$213,825.00 in funding through the 2020 Municipal COVID-19 Awareness Campaign Grant Program. While our year- round population amounts to approximately 1,330 residents, during the summer and shoulder seasons our daily population soars to in excess of 38,000 people. We must insure that our residents and visitors adhere to CDC social distancing protocols as well as additional social distancing protocols established on a local level (12 foot social distancing on the beach to allow for children’s activities) as an example. Sanitization of our public restroom facilities is paramount to public health and safety and given the compact nature of our community we must collaborate with our local small business community in developing alternative strategies to promote and assist in their economic viability.

The Town of Ogunquit will be partnering with our local Chamber of Commerce in order to effectively implement this action plan. We believe that this partnership will result in an enhanced level of understanding of the needs of our business community and will provide for a significantly safer environment for our residents, visitors and public/private sector employees. The individual costs associated with the services which will be provided by the Chamber have been aggregated with those costs which the Town has estimated to execute our respective plan. The Chambers costs have been estimated at \$15,412.00. The bulk of the expenditure, \$13,332.00 relates to personnel costs (Salaries & Benefits) to maintain the Chambers website, design and printing of pamphlets to provide updated information to both businesses and visitors to the community. The expenditure is allocated as follows: Benefits- \$853.25 and Earnings- \$12,478.75.

In order to provide the highest level of public health and safety information, the Town of Ogunquit has established a COVID- 19 Taskforce. The taskforce synthesizes the latest CDC guidelines so that the proper messaging can then be shared with the public on our town website as well as through the use of signage throughout town. Signage is also shared with the local business community for display within their respective business establishments. In addition to traditional signage, the town will utilize a Portable Electronic Message Board to be purchased (at a cost of \$17,091.00) to provide up-to-the-minute guidance to summer visitors and residents of our community.

As mentioned earlier, we are a beach community that experiences population growth on the magnitude of 38,000 persons per day during the summer and shoulder seasons. As such, it is imperative that we implement the latest CDC protocols for the cleaning and sanitizing of our restroom facilities and provide community outreach personnel to assure that everyone is vigilant in maintaining social distancing and the wearing of masks when social distancing is not possible. To facilitate the heightened level of cleaning required in our facilities and the public educational outreach noted above, the town has devised a plan consisting of eight Community

Service Officers/Ambassadors and four additional Bathhouse Attendants/ Ambassadors. The Community Service Officers (CSO'S) will focus on the Marginal Way, our four beaches, Perkins Cove and Town Center assuring that proper social distancing and mask wearing are maintained. In the event that people are not adhering to the guidelines, the CSO's will gently remind people as to their responsibility to act accordingly in order to protect themselves as well as others. The eight CSO'S will be on staff for twenty- one (21) weeks, forty hours per week each and be paid \$15.00/hour. Total cost for the program \$108,000.00. The program will also require approximately 40 hours of training by a Police Officer at \$49.70/hour, for a total of \$3,181.00.

The four additional bathhouse ambassadors will maintain proper social distancing at our Main Beach Bathhouse and will additionally clean all restrooms on an ongoing basis throughout the day in order to maintain an optimal level of cleanliness and sanitization to deliver the key message of: frequent and thorough handwashing, physical distancing, and wear a mask. The ambassadors will be working for the next fifteen (15) weeks and will be on staff for forty hours per week at a pay-rate of \$15.00/hour, for a total period cost of \$36,000.00.

Our Code Enforcement Officer/Health Officer will be working with local businesses to assess and implement best practices in order to provide a safe environment for their respective employees and patrons. The department will add two business ambassadors to assist the Code Enforcement Officer/Health Officer with his educational and oversight duties. The hope is that through pro-active engagement, businesses will implement proper CDC protocols and enforcement actions will not be required, however if those protocols are not strictly followed, corrective actions will be suggested and if repeat offenses occur, fines will be assessed. The Code Enforcement/Health Officer estimates that it will require 10.5 hours of his week to provide these educational/enforcement duties. The costs associated with this program are estimated at \$13,481.00, which equates to 21 weeks at 10.5 hours per week times \$61.14/hour. The Ambassador Program is anticipated to run for a total of 21 weeks forty hours per week times two staff members paid \$15.00/hr. for a total cost of \$25,200.00.

As a result of our review of materials, supplies/non-capital equipment which will be required to achieve the goals of our various plans, we believe that approximately \$20,151.70 will be the required level of funding. Purchases within this category will include PPE for distribution to local businesses and visitors at our various high traffic locations as well as sanitizer, restroom cleaning solutions and electrostatic applicators for sanitizer to provide the highest level of sanitation in our public restroom facilities.

Thank you for your consideration of our application for this very important program. The Town of Ogunquit seeks to remain a welcoming and safe environment for our residents, visitors and business employees. The resources provided by this funding opportunity will allow us to achieve our program objectives.

Maine Department of Health and Human Services



AGENCY NAME:	TOWN OF OGUNQUIT
PROGRAM NAME:	KEEP MAINE HEALTHY 2020 MUNICIPAL COVID-19 AWARENESS CAMPAIGN
AGREEMENT START DATE:	JUNE 8 2020
AGREEMENT END DATE:	10/31/2020
DHHS AGREEMENT#:	

EXPENSE SUMMARY

LINE	COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5		
1	EXPENSES	TOTAL PROGRAMS (this agreement)	Public Education	Physical Distancing and Public Health Support	Local Business Assistance		
2							
3	PERSONNEL EXPENSES						
4	SALARIES/WAGES	189,897.75	33,211.26	87,368.50	69,317.99		
5	FRINGE BENEFITS	6,801.25	1,102.99	621.50	5,076.76		
6	THIRD PARTY IN-KIND (Match Only)						
7	TOTAL PERSONNEL EXPENSES	196,699.00	34,314.25	87,990.00	74,394.75		
8	CAPITAL EQUIPMENT PURCHASES	17,091.00	17,091.00				
9	SUB-RECIPIENT AWARDS						
10	ALL OTHER EXPENSES						
11	OCCUPANCY - DEPRECIATION						
12	OCCUPANCY - INTEREST						
13	OCCUPANCY - RENT						
14	UTILITIES/HEAT						
15	TELEPHONE						
16	MAINTENANCE/MINOR REPAIRS						
17	BONDING/INSURANCE						
18	EQUIPMENT RENTAL/LEASE						
19	MATERIALS/SUPPLIES	16,392.40	5,529.34	8,716.20	2,146.86		
20	DEPRECIATION (Non-Occupancy)						
21	CLIENT-RELATED TRAVEL						
22	OTHER TRAVEL						
23	CONSULTANTS - DIRECT SERVICE						
24	CONSULTANTS - OTHER						
25	INDEPENDENT PUBLIC ACCOUNTANTS						
26	TECHNOLOGY SERVICES/SOFTWARE						
27	THIRD PARTY IN-KIND (Match Only)						
28	SERVICE PROVIDER TAX						
29	TRAINING/EDUCATION						
30	MISCELLANEOUS - CLEANING EQUIPMENT	3,759.30		3,759.30			
31							
32	SUBTOTAL - ALL OTHER EXPENSES	20,151.70	5,529.34	12,475.50	2,146.86		
33	INDIRECT Costs						
34	TOTAL ALL OTHER EXPENSES (Lines 32, 33)	20,151.70	5,529.34	12,475.50	2,146.86		
35	TOTAL EXPENSES (Lines 7, 8, 9, 34)	233,941.70	56,934.59	100,465.50	76,541.61		

Keep Maine Healthy 2020 Municipal COVID-19 Awareness Campaign
Preliminary Grant Awards

Municipality	Award Amount
Anson	\$52,464.00
Auburn	\$354,443.00
Augusta	\$155,442.00
Bangor	\$157,957.00
Bar Harbor	\$127,000.00
Bath	\$75,258.00
Belfast	\$63,043.00
Biddeford	\$64,050.00
Boothbay	\$90,760.00
Boothbay Harbor	\$38,157.00
Bridgton	\$39,950.00
Calais	\$18,228.95
Camden	\$102,000.00
Cape Elizabeth	\$36,000.00
Carmel	\$28,100.00
Chebeague Island	\$65,482.00
Chelsea	\$11,605.00
Cherryfield	\$4,800
Deer Isle	\$24,311.00
Denmark	\$4,535.67
Dover-Foxcroft	\$255,000.00
Durham	\$1,200
Eliot	\$61,980.00
Ellsworth	\$25,372.00
Enfield	\$11,420.00
Falmouth	\$90,995.00
Franklin	TBD
Fryeburg	\$11,421.00
Gardiner	\$10,400.00
Gorham	\$72,285.00
Guilford	\$45,908.00
Hampden	TBD
Harpswell	\$20,725.00
Hermon	\$12,000.00
Holden	\$5,050.00
Hollis	\$94,474.95
Houlton	\$88,350.00
Howland	\$13,746.00
Isle au Haut	TBD

Keep Maine Healthy 2020 Municipal COVID-19 Awareness Campaign
Preliminary Grant Awards

Islesboro	\$58,250.00
Kennebunk	\$154,981.00
Kennebunkport	\$56,137.00
Kittery	\$248,906.00
Lewiston	\$475,360.00
Lincoln	\$24,539.00
Lisbon	\$36,267.00
Monhegan	TBD
Montville	TBD
Mount Desert	\$28,723.00
Mt. Vernon	\$4,857.96
New Sweden	\$5,341.00
Norridgewock	\$26,310.00
Ogunquit	\$233,941.70
Old Orchard Beach	\$213,640.00
Orono	\$34,435.00
Oxford	\$68,607.00
Paris	\$1,368.00
Pittsfield	\$28,710.00
Poland	\$57,410.00
Portland	\$1,884,960.00
Rangeley	\$22,087.00
Raymond	\$80,656.00
Readfield	\$28,315
Richmond	\$15,000.00
Rockland	\$42,799.00
Rome	\$46,501.00
Saco	\$101,735.00
Saint Albans	\$7,620.00
Saint George	\$41,039.00
Sanford	\$335,500.00
Scarborough	\$68,719.00
Searsport	\$33,678.00
Sebago	\$8,700.00
Somerville	\$10,552.00
South Berwick	\$16,732.00
South Portland	\$294,000.00
Southport	\$112,613.00
Southwest Harbor	\$79,115.00
Standish	\$24,397.00
Stockton Springs	\$19,000.00
Stonington	\$8,910.00

Keep Maine Healthy 2020 Municipal COVID-19 Awareness Campaign
Preliminary Grant Awards

Surry	\$6,450.00
Sweden	\$930.00
Thomaston	\$18,965.00
Tremont	\$16,239.00
Union	\$9,935.00
Veazie	\$31,758.76
Vinalhaven	\$22,625.00
Waldoboro	\$5,350.00
Waterville	\$40,290.00
Wells	\$161,600.00
Westbrook	84,300
Westport Island	\$4,670.00
Windham	\$205,243.00
Yarmouth	\$65,371.00
York	\$293,684.00

Janet T. Mills
Governor

Jeanne M. Lambrew, Ph.D.
Commissioner



Maine Department of Health and Human Services
Division of Contract Management
11 State House Station
109 Capitol Street
Augusta, Maine 04333-0011
Tel.: (207) 287-3707; Fax: (207) 287-5031
TTY: Dial 711 (Maine Relay)

June 26, 2020

Via Electronic Mail: driccio@townofogunquit.org

Town of Ogunquit
David M. Riccio
P.O. Box 875
Ogunquit, ME 3907

SUBJECT: Notice of Conditional Contract Award under DHHS' Request for Applications "Keep Maine Healthy 2020 Municipal COVID-19 Awareness Campaign"

Dear David M. Riccio:

This letter is in regard to the subject Request for Applications (RFA), issued by the State of Maine Department of Health and Human Services. The Department has evaluated your proposal using the criteria outlined in the RFA, and the Department is hereby approving your request for funding to support your submitted plan as per the following conditions and specifications.

Funding amount approved: \$233,941.70

This Notice of Conditional Contract Award is subject to execution of a written contract and, as a result, this Notice does NOT constitute the formation of a contract between your organization and the Department. As such, your organization shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions acceptable to the Department is executed. The Department further reserves the right to cancel this Notice of Conditional Contract Award at any time prior to the execution of a written contract. The Department will reach out to you to begin the process of developing the written contract.

This written contract will cover allowable expenses, based upon the approved plan, retroactive to June 8, 2020. Please note that included as a part of the terms and conditions of the written contract are the Cost Principles specified in the Uniform Guidance, 2 CFR 200 Subpart E – Cost Principles <https://www.ecfr.gov/cgi-bin/text-idx?SID=9dc986444f8e1a9665d4eee9c76c77fc&mc=true&node=sp2.1.200.e&rgn=div6>. Expenditures that are made outside of the terms and conditions of the written contract, including the Uniform Guidance Cost Principles, will not be eligible for reimbursement. Additionally, expenditures can only be paid for by one funding source. Awardees may not submit allowable expenditures for reimbursement under this program that are, or may, also be eligible for reimbursement from other available federal or other public funding source for COVID-19 relief that is now, or that becomes available during the term of this Agreement. The written contract will require your agency to keep records to this effect as well as to support reimbursable expenses.

The Uniform Guidance requires the Department to monitor each subrecipient of these funds. As such, the written contract will require regular reporting to assess the progress of these projects which are being funded.

For costs not approved by this Contract Award, additional resources may be available to assist, including:

- FEMA Public Assistance. Please visit the MEMA website at <https://www.maine.gov/mema/grants/public-assistance-grant-program>. For questions, contact maine.recovery@maine.gov.
- State of Maine, Bureau of the Budget. Coronavirus Relief Fund Payments for 25% Local Match on FEMA Public Assistance. Please refer to the link for more information: <https://www.maine.gov/budget/sites/maine.gov.budget/files/inline-files/Final%20Announcement%20of%20CRF%20for%20FEMA%20match%20for%20Web%20Posting.pdf>.

Thank you for your interest in doing business with the State of Maine.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Abbott", with a long horizontal line extending to the right.

Michael Abbott P.E., C.G.,
Interim Associate Director
Maine Center for Disease Control and Prevention
Department of Health and Human Services

Office of the Town Manager

To: Select Board
From: Pat Finnigan ✉
Date: June 30, 2020

RE: FEMA Grant Award

The Town suffered severe damage to its infrastructure along the Marginal Way, at the beaches and beach lots, and to several roads during the triple storms in March 2018. Special Projects Manager Dave Riccio has been working diligently to document the extent of the damage, provide specifications of the work needed to repair the damage and the improvements needed to mitigate and protect against future storm damage.

As the projects proceed through the FEMA review and obligation process, FEMA issues project funding. The Town has received an additional payment of \$676,502.97.

Staff requests that the Select Board accept this latest FEMA funding.

Memo

To: Patricia A. Finnigan, Town Manager
From: David M. Riccio, Special Projects Manager
Date: June 29, 2020
Re: FEMA Advanced Funding Request

Pat,

Town staff has continued to engage with representatives from both FEMA and MEMA in order to secure reimbursement funds for damages sustained as a result of the Spring 2018 series of storm events which resulted in the Presidential Disaster Declared Event (FEMA -ME-DR-4367). Additionally, staff has continued to work closely with our engineering consultants to advance our various projects from the design to the construction phase.

This latest reimbursement \$ 676,502.97, relates to twenty-three (23) projects all located along the Marginal Way, which was severely damaged by this disaster event. I have included a copy of the FEMA Project Review for your reference. This report will provide you with insight into the locations of the damage, the Scope of Work of each site and the additional mitigation steps which will be employed to provide an enhanced level of repair to the site. These mitigation measures are designed to provide each site with the ability to withstand damage from a similar type event in the future.

To clarify, this payment represents a seventy-five (75) per cent release of the FEMA portion of the estimated expenditure of these projects. The balance of the Federal share \$225,501.00 will be requested at a later date as we move through the actual construction phase of the project. The total amount of the reimbursement for these twenty-three (23) projects is \$1,202,671.97 represented as follows: \$902,003.97, Federal share, \$180,400.80, State of Maine and \$120,267.20, Local share.

It should also be noted that as discussions with FEMA have evolved, the structure of the Marginal Way projects has been adjusted to reflect the challenging nature of rebuilding each of the damaged site locations. Ultimately, the Marginal Way projects were segregated into three individual project subsets and processed accordingly. To date two of these subsets have been obligated for a total reimbursement of \$1,323,453.46.

Please let me know if you have any questions or require any additional information.

**Department of Homeland Security
Federal Emergency Management Agency**

General Info

Project #	48516	Project Type	Specialized
Project Category	G - Parks, Recreational Facilities, and Other Items	Applicant	Ogunquit, Town of (031-54980-00)
Project Title	G - Parks, Recreational Facilities- Town of Ogunquit Marginal Way Work To Be Completed	Event	4367DR-ME (4367DR)

Damage Description and Dimensions

The Disaster # 4367DR, which occurred between *03/02/2018* and *03/08/2018*, caused:

Damage #274940; Handrails

General Facility Information:

- **Facility Type:** Parks, Cemeteries, and Recreational Facilities
- **Facility:** Mother's Beach/ Little Beach Staircases
- **Facility Description:** Concrete Staircases w/Aluminum Handrails
- **Approx. Year Built:** 1990
- **GPS Latitude/Longitude:** 43.24476, -70.59142

General Damage Information:

- **Date Damaged:** 3/2/2018
- **Cause of Damage:** Severe Storm

Facility Damage:

Little Beach:

- Staircase, 2 each of Aluminum Handrail, 8 FT long x 3 IN wide x 4 FT high, damaged by severe storm, 0% work completed.
- Staircase, 2 each of Aluminum Handrail, 5 FT long x 3 IN wide x 4 FT high, damaged by severe storm, 0% work completed.

Mother's Beach:

- Staircase, 2 each of Aluminum Handrails, 8 FT long x 3 IN wide x 4 FT high, damaged by severe storm, 0% work completed.
- Staircase, 4 each of Aluminum Skid Plate, 6 FT long x 6 IN wide, damaged by severe storm, 0% work completed.
- Staircase, 1 each of Aluminum Handrail, 3 FT long x 3 IN wide x 4 FT high, damaged by severe storm, 0% work completed.
- Staircase, 6 each of Railing Post, 50 IN long x 3 IN wide x 4 FT high, damaged by severe storm, 0% work completed.

Damage #274961; Marginal Way Walking Path

General Facility Information:

- **Facility Type:** Parks, Cemeteries, and Recreational Facilities
- **Facility:** Marginal Way

- **Facility Description:** 1-1/4 Mile Paved Recreational Trail
- **Year Built:** 1925
- **Start GPS Latitude/Longitude:** 43.24608, -70.59710
- **End GPS Latitude/Longitude:** 43.23766, -70.59121

General Damage Information:

- **Date Damaged:** 3/2/2018
- **Cause of Damage:** Severe Storm

Facility Damage:

Site 05:

- Surface, 8.4 CY of Asphalt, 300 FT long x 3 FT wide x 3 IN deep, damaged by severe storm, 0% work completed.
- Shoulder, 66.7 CY of 1-1/2" Crushed Gravel, 300 FT long x 6 FT wide x 1 FT deep, damaged by severe storm, 0% work completed.
- Base, 2,400 SF of Mirafi Geo-textile Fabric, 300 FT long x 8 FT wide, damaged by severe storm, 0% work completed.

Site 06:

- Revetment, 6.7 CY of 2'-3' Angular Rock, 10 FT long x 6 FT wide x 3 FT deep, damaged by severe storm, 0% work completed.

Site 07:

- Surface, 2.2 CY of 1-1/2" Crushed Gravel, 10 FT long x 6 FT wide x 1 FT deep, damaged by severe storm, 0% work completed.
- Revetment, 2.2 CY of 9"-18" Angular Rock, 10 FT long x 6 FT wide x 1 FT deep, damaged by severe storm, 0% work completed.

Site 08:

- Surface, 6.4 CY of 1-1/2" Crushed Gravel, 38 FT long x 3 FT wide x 1.5 FT deep, damaged by severe storm, 0% work completed.

Site 09:

- Surface, 29.7 CY of 1-1/2" Crushed Gravel, 20 FT long x 20 FT wide x 2 FT deep, damaged by severe storm, 0% work completed.
- Revetment, 29.7 CY of 9"-18" Angular Rock, 20 FT long x 20 FT wide x 2 FT deep, damaged by severe storm, 0% work completed.

Site 12:

- Revetment, 7.4 CY of 9"-16" Angular Rock, 40 FT long x 5 FT wide x 1 FT deep, damaged by severe storm, 0% work completed.

Site 13:

- Surface, 7.4 CY of 1-1/2" Crushed Gravel, 40 FT long x 5 FT wide x 1 FT deep, damaged by severe storm, 0% work completed.

Site 14A:

- Revetment, 4.3 CY of 2'-3' Angular Rock, 11 FT long x 7 FT wide x 1.5 FT deep, damaged by severe storm, 0% work completed.
- Surface, 4.3 CY of Native Fill, 11 FT long x 7 FT wide x 1.5 FT deep, damaged by severe storm, 0% work completed.

Site 14B:

- Surface, 1 CY of 1-1/2" Crushed Gravel, 14 FT long x 6 FT wide x 4 IN deep, damaged by severe storm, 0% work completed.

Site 20:

- Embankment, 3 CY of 1-1/2" Crushed Gravel, 10 FT long x 4 FT wide x 2 FT deep, damaged by severe storm, 0% work completed.

Site 23:

- Revetment, 2 CY of 2'-3' Angular Rock, 6 FT long x 3 IN wide x 3 FT deep, damaged by severe storm, 0% work completed.

Site 24:

- Wall, 1 CY of 9"-16" Cut Stone, 24 FT long x 1 FT wide x 1 FT deep, damaged by severe storm, 0% work completed.
- Embankment, 26.7 CY of 1-1/2" Crushed Gravel, 72 FT long x 5 FT wide x 2 FT deep, damaged by severe storm, 0% work completed.

Site 27:

- Embankment, 53.4 CY of 1-1/2" Crushed Gravel, 60 FT long x 12 FT wide x 2 FT deep, damaged by severe storm, 0% work completed.

Site 28A:

- Shoulder, 2.5 CY of 1-1/2" Crushed Gravel, 10 FT long x 7 FT wide x 1 FT deep, damaged by severe storm, 0% work completed.

Site 28B:

- Shoulder, 3 CY of 1-1/2" Crushed Gravel, 12 FT long x 7 FT wide x 1 FT deep, damaged by severe storm, 0% work completed.

Site 28C:

- Shoulder, 9 CY of 1-1/2" Crushed Gravel, 58 FT long x 4 FT wide x 1 FT deep, damaged by severe storm, 5% work completed.

Site 30:

- Embankment, 167 CY of 3'-4' Angular Rock, 15 FT long x 50 FT wide x 6 FT deep, damaged by severe storm, 0% work completed.

Site 33:

- Embankment, 333 CY of 3'-4' Angular Rock, 40 FT long x 15 FT wide x 15 FT deep, damaged by severe storm, 0% work completed.

Site 37A:

- Shoulder, 12 CY of Native Fill, 22 FT long x 7 FT wide x 2 FT deep, damaged by severe storm, 0% work completed.

Site 37B:

- Shoulder, 7 CY of Native Fill, 30 FT long x 3 FT wide x 2 FT deep, damaged by severe storm, 0% work completed.

Site 37C:

- Shoulder, 22 CY of Native Fill, 48 FT long x 6 FT wide x 2 FT deep, damaged by severe storm, 0% work completed.

Final Scope

274940 Handrails

Work Completed:

The Applicant utilized contracts for repairs to the hand railing to restore facilities back to pre-disaster design, capacity and function within the existing footprint.

Facility Damage:**Little Beach:**

- A. Repaired 2 each aluminum handrails, 8 FT long x 3 IN wide x 4 FT high.
- B. Repaired 2 each aluminum handrails, 5 FT long x 3 IN wide x 4 FT high.

Mother's Beach:

- A. Repaired 2 each aluminum handrails, 8 FT long x 3 IN wide x 4 FT high
- B. Repaired 4 each aluminum skid plates, 6 FT long x 6 IN wide.
- C. Repaired 1 each aluminum handrail, 3 FT long x 3 IN wide x 4 FT high
- D. Repaired 6 each railing posts, 50 IN long x 3 IN wide x 4 FT high.

Work Completed totals: **\$4,554.73**

Scope Notes:

- 1. Copies of receipts are included under the file "Little and Mother's Beach Stair Railing SOW and Estimate." Receipts show all work as completed and invoiced.

Project Notes:

- 1. All site estimates for work to be completed were generated using RS Means and validated Applicant-supplied costs. See attachment labeled *SP48516 cost validation*.
- 2. Project CEF estimate was completed using RS Means estimate costs. See attachment labeled *SP 48516 CEF*.
- 3. Site 5- Damage A, 8.4 CY asphalt damage is included within the DDD but subsequent documentation within the Applicant's document titled "*Photo Narrative MW Sites*" states the work was included on Project #62977 (Completed Work on Marginal Way Walkway). This item is included in the scope of work for completeness but no additional efforts are called out for asphalt repair.
- 4. The Applicant provided an estimate of cost for Site 27 which included the procurement of stone and rock from Shaw Brother's IPit located on route 35 in Dayton, ME. The Applicant used this aggregate source on Project # 62977 and it is anticipated this will be the borrow pit source for this effort (43.529208, -70.592489).
- 5. The Scope and cost is based on the document titled "*Narrative for Ogunquit Project 48516.docx*" which supports the quantities in the DDD. This document clarifies the repair-in-kind effort listed and costed here and the requested HMP measures to harden the sites (which will be addressed in the HMP Section).

274961

Marginal Way Walking Path

Work To Be Completed:

The Applicant will utilize contracts for repairs to the walking path to restore the facility back to pre-disaster design, capacity and function within the existing footprint with in-kind materials.

Facility Damage:

Site 05:

- A. 8.4 CY of asphalt, 300 FT long x 3 FT wide x 3 IN deep requires no repair; this damage was addressed and repaired on Project 62977 as noted by the AE within the documents (See Project Note 3 below).
- B. Replace 66.7 CY of 1-1/2" crushed gravel, 300 FT long x 6 FT wide x 1 FT deep.
- C. Replace 2,400 SF of Mirafi Geo-textile Fabric, 300 FT long x 8 FT wide.

Site 06:

- A. Replace 6.7 CY of 2'-3' Angular Rock, 10 FT long x 6 FT wide x 3 FT deep.

Site 07:

- A. Replace 2.2 CY of 1-1/2" crushed gravel, 10 FT long x 6 FT wide x 1 FT deep.
- B. Replace 2.2 CY of 9"-18" angular rock, 10 FT long x 6 FT wide x 1 FT deep.

Site 08:

- A. Replace 6.4 CY of 1-1/2" crushed gravel, 38 FT long x 3 FT wide x 1.5 FT deep.

Site 09:

- A. Replace 29.7 CY of 1-1/2" crushed gravel, 20 FT long x 20 FT wide x 2 FT deep.
- B. Replace 29.7 CY of 9"-18" Angular Rock, 20 FT long x 20 FT wide x 2 FT deep.

Site 12:

- A. Replace 7.4 CY of 9"-16" angular rock, 40 FT long x 5 FT wide x 1 FT deep.
- Site 13:**
- A. Replace 7.4 CY of 1-1/2" crushed gravel, 40 FT long x 5 FT wide x 1 FT deep.
- Site 14A:**
- A. Replace 4.3 CY of 2'-3' angular rock, 11 FT long x 7 FT wide x 1.5 FT deep.
- B. Replace 4.3 CY of native fill, 11 FT long x 7 FT wide x 1.5 FT deep.
- Site 14B:**
- A. Replace 1 CY of 1-1/2" crushed gravel, 14 FT long x 6 FT wide x 4 IN deep.
- Site 20:**
- A. Replace 3 CY of 1-1/2" crushed gravel, 10 FT long x 4 FT wide x 2 FT deep.
- Site 23:**
- A. Replace 2 CY of 2'-3' angular rock, 6 FT long x 3 IN wide x 3 FT deep.
- Site 24:**
- A. Repair 1 CY of 9"-16" cut stone wall, 24 FT long x 1 FT wide x 1 FT deep.
- B. Replace 26.7 CY of 1-1/2" crushed gravel, 72 FT long x 5 FT wide x 2 FT deep.
- Site 27:**
- A. Replace 53.4 CY of 1-1/2" crushed gravel, 60 FT long x 12 FT wide x 2 FT deep.
- Site 28A:**
- A. Replace 2.5 CY of 1-1/2" crushed gravel, 10 FT long x 7 FT wide x 1 FT deep.
- Site 28B:**
- A. Replace 3 CY of 1-1/2" crushed gravel, 12 FT long x 7 FT wide x 1 FT deep.
- Site 28C:**
- A. Replace 9 CY of 1-1/2" crushed gravel, 58 FT long x 4 FT wide x 1 FT deep.
- Site 30:**
- A. Replace 167 CY of 3'-4' angular rock, 15 FT long x 50 FT wide x 6 FT deep.
- Site 33:**
- A. Replace 333 CY of 3'-4' angular rock, 40 FT long x 15 FT wide x 15 FT deep.
- Site 37A:**
- A. Replace 12 CY of native fill, 22 FT long x 7 FT wide x 2 FT deep.
- Site 37B:**
- A. Replace 7 CY of native fill, 30 FT long x 3 FT wide x 2 FT deep.
- Site 37C:**
- A. Replace 22 CY of native fill, 48 FT long x 6 FT wide x 2 FT deep.

Total Damage Inventory- RS Means Part A Cost: \$617,388.28

FEMA CEF Cost Estimate Total: \$978,512.00

406 HMP Scope (revised 3/20/20)

SUMMARY HMP (revised 3/20/20)

During the incident period of March 2, thru March 8, 2018 severe storms and flooding caused damage to Ogunquit, Maine.

D# 274961 DR4367ME

Project# 63202

SITE 2: Marginal Way Walking Path GPS Coordinates: Begin: 43.24608, -70.59710; End: 43.23766, -70.59121

These 4 HMPs are for repairs within Site 2 only. Site 1 (Handrails) contain no mitigation proposal.

Damages: 1-1/4 mile recreational trail.

Location sites 6, 7, 9, 12 and 33 - Embankment, 379 CY, various dimensions; Replace 379 CY, various sizes angular rock.

Location site 30 - Embankment, 167 CY of 3'-4', 15 FT long x 50 FT wide x 6 FT deep; Replace 167 CY of 3'-4' angular rock.
Location site 14A - Revetment, 4.3 CY of 2'-3', 11 FT long x 7 FT wide x 1.5 FT deep; Replace 4.3 CY of 2'-3' angular rock.
The total PW repair costs for these sites before CEF is \$277,534.95.

Proposed Mitigation:

Location sites 6, 7, 9, 12 and 33 - Add 125 pins and 10,240.0 CF of mortar to hold Angular Rock in place,
Location site 30 - Add an additional 25% of replaced 3'-4' Angular Rock, 15 FT long x 50 FT wide x 1.5 FT deep (41.7 CY)
Add 16 pins and 4500.0 CF of mortar to hold Angular Rock in place.
Location site 14A - Add 12 pins and 115.5 CF of mortar to hold 4.3 CY of 2'-3' angular rock in place.
Pin cost = \$3.86 per LF and mortar cost = \$13.32 per CF

CEF factors were not included in these mitigation proposals as they contain additional in-place material costs only.
Total cost of mitigation costs for these sites is \$219,605.22.

Proposed mitigation should eliminate or greatly reduce erosion and sluffing during future similar events. All materials, dimensions and costs are for estimating purposes only and substitutions may be made by the applicant if they remain within the spirit of the proposal and retain the potential to decrease future damages during future similar events.

Hazard Mitigation Ratio:

The total PW repair cost for this site is \$277,534.95, total mitigation cost is \$219,605.22 which is 79.13% of the cost of repair.

HMP Feasibility and Cost-Effectiveness: The mitigation measures are therefore considered cost effective per FEMA Public Assistance Program and Policy Guide, V3.1 April 2018, FP 104-009-2, and Appendix J., Section 1.B., Erosion Control, 100% rule.

General Comment: All necessary permits and approvals must be obtained prior to beginning work. Some mitigation contained in these HMPs may have been implemented prior to approval and must still meet reasonableness and cost-effectiveness according to Public Assistance Program and Policy Guide FP-104-009-2, April 2018 prior to obligation of funds. Pins and/or mortar may be exchanged for additional angular stone as long as quantities remain cost effective.

Location sites 6, 7, 9, 12, and 33 only.

During the incident period of March 2, thru March 8, 2018 severe storms and flooding caused damage to Ogunquit, Maine.

D# 274961 DR4367ME
Project# 63202

SITE 2: Marginal Way Walking Path GPS Coordinates: Begin: 43.24608, -70.59710; End: 43.23766, -70.59121
This HMP is for location sites 6, 7, 9, 12 and 33 only.

Damages: 1-1/4 mile recreational trail. (quantities taken from project worksheet)
Location site 6 - Revetment, 6.7 CY of 2'-3' Angular Rock, 10 FT long x 6 FT wide x 3 FT deep; Replace 6.7 CY of 2'-3' Angular Rock,
Location site 7 - Revetment, 2.2 CY of 9"-18" Angular Rock, 10 FT long x 6 FT wide x 1 FT deep; Replace 2.2 CY of 9"-18" angular rock,
Location site 9 - Revetment, 29.7 CY of 9"-18" Angular Rock, 20 FT long x 20 FT wide x 2 FT deep; Replace 29.7 CY of 9"-18" Angular Rock,
Location site 12 - Revetment, 7.4 CY of 9"-16" Angular Rock, 40 FT long x 5 FT wide x 1 FT deep; Replace 7.4 CY of 9"-16" angular rock,
Location site 33 - Embankment, 333 CY of 3'-4' Angular Rock, 40 FT long x 15 FT wide x 15 FT deep; Replace 333 CY of 3'-4' angular rock,
The total PW repair cost before CEF is \$186,136.10.

Proposed Mitigation:

Location site 6 - Add 11 pins and 180.0 CF of mortar to hold 6.7 CY of 2'-3' Angular Rock in place,
Location site 7 - Add 11 pins and 60.0 CF of mortar to hold 2.2 CY of 9"-18" angular rock in place,
Location site 9 - Add 21 pins and 800.0 CF of mortar to hold 29.6 CY of 9"-18" Angular Rock in place,
Location site 12 - Add 41 pins and 200.0 CF of mortar to hold 7.4 CY of 9"-16" angular rock in place,
Location site 33 - Add 41 pins and 9000.0 CF of mortar to hold 333.3 CY of 3'-4' angular rock in place,
Pin cost = \$3.86 per LF and mortar cost = \$13.32 per CF

CEF factors were not included in this mitigation proposal as it contains additional in-place material costs only.
Total cost of mitigation is \$136,879.30.

Proposed mitigation should eliminate or greatly reduce erosion and sluffing during future similar events. All materials, dimensions and costs are for estimating purposes only and substitutions may be made by the applicant if they remain within the spirit of the proposal and retain the potential to decrease future damages during future similar events.

Hazard Mitigation Ratio:

The total PW repair cost for this site is \$186,136.10, total mitigation cost is \$136,879.30 which is 73.54% of the cost of repair.

HMP Feasibility and Cost-Effectiveness: The mitigation measures are therefore considered cost effective per FEMA Public Assistance Program and Policy Guide, V3.1 April 2018, FP 104-009-2, and Appendix J., Section 1.B., Erosion Control, 100% rule.

General Comment: All necessary permits and approvals must be obtained prior to beginning work.

Location site 30

SITE 2: Marginal Way Walking Path GPS Coordinates: Begin: 43.24608, -70.59710; End: 43.23766, -70.59121

This HMP is for location site 30 only.

Damages: 1-1/4 mile recreational trail.

Location site 30 - Embankment, 167 CY of 3'-4' Angular Rock, 15 FT long x 50 FT wide x 6 FT deep; Replace 167 CY of 3'-4' angular rock.

The total PW repair cost before CEF is \$84,557.50.

Proposed Mitigation:

Add an additional 25% of replaced 3'-4' Angular Rock, 15 FT long x 50 FT wide x 1.5 FT deep (41.7 CY)

Add 16 pins and 4500.0 CF of mortar to hold Angular Rock in place. Pins and mortar calculated on repair quantities only.

CEF factors were not included in this mitigation proposal as it contains additional in-place material costs only.

Total cost of mitigation is \$81,141.14.

Proposed mitigation should eliminate or greatly reduce erosion and sluffing during future similar events. All materials, dimensions and costs are for estimating purposes only and substitutions may be made by the applicant if they remain within the spirit of the proposal and retain the potential to decrease future damages during future similar events.

Hazard Mitigation Ratio:

The total PW repair cost for this site is \$84,557.50, total mitigation cost is \$81,141.14 which is 95.96% of the cost of repair.

HMP Feasibility and Cost-Effectiveness: The mitigation measures are therefore considered cost effective per FEMA Public Assistance Program and Policy Guide, V3.1 April 2018, FP 104-009-2, and Appendix J., Section 1.B., Erosion Control, 100% rule.

General Comment: All necessary permits and approvals must be obtained prior to beginning work. Pins and/or mortar may be exchanged for additional angular stone as long as quantities remain cost effective.

Location site 14A

SITE 2: Marginal Way Walking Path GPS Coordinates: Begin: 43.24608, -70.59710; End: 43.23766, -70.59121

This HMP is for location site 14A only.

Damages: 1-1/4 mile recreational trail.

Location site 14A - Revetment, 4.3 CY of 2'-3' Angular Rock, 11 FT long x 7 FT wide x 1.5 FT deep; Replace 4.3 CY of 2'-3' angular rock.

The total PW repair cost before CEF is \$6,841.35.

Proposed Mitigation:

Location site 14A - Add 12 pins and 115.5 CF of mortar to hold 4.3 CY of 2'-3' angular rock in place.

Pin cost = \$3.86 per LF and mortar cost = \$13.32 per CF

CEF factors were not included in this mitigation proposal as it contains additional in-place material costs only.

Total cost of mitigation is \$1,584.78.

Proposed mitigation should eliminate or greatly reduce erosion and sluffing during future similar events. All materials, dimensions and costs are for estimating purposes only and substitutions may be made by the applicant if they remain within the spirit of the proposal and

retain the potential to decrease future damages during future similar events.

Hazard Mitigation Ratio:

The total PW repair cost for this site is \$6,841.35, total mitigation cost is \$1,584.78 which is 23.16% of the cost of repair.

HMP Feasibility and Cost-Effectiveness: The mitigation measures are therefore considered cost effective per FEMA Public Assistance Program and Policy Guide, V3.1 April 2018, FP 104-009-2, and Appendix J., Section 1.B., Erosion Control, 100% rule.

General Comment: All necessary permits and approvals must be obtained prior to beginning work. Some mitigation contained in this HMP may have been implemented prior to approval and must still meet reasonableness and cost-effectiveness according to Public Assistance Program and Policy Guide FP-104-009-2, April 2018 prior to obligation of funds.

Cost

Code	Quantity	Unit	Total Cost	Section
9001 (Contract)	1.00	Lump Sum	\$4,554.73	Completed
9000 (CEF Cost Estimate)	1.00	Lump Sum	\$978,512.00	Uncompleted

CRC Gross Cost	\$983,066.73
Total 406 HMP Cost	\$219,605.22
Total Insurance Reductions	\$0.00
<hr/>	
CRC Net Cost	\$1,202,671.95
Federal Share (75.00%)	\$902,003.97
Non-Federal Share (25.00%)	\$300,667.98

Subgrant Conditions

- As described in 2 CFR, Part 200 § 200.333, financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a sub-recipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. Exceptions, Part 200.333, (a) – (f), (1), (2). All records relative to this Project Worksheet are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster-specific costs.
- In the seeking of proposals and letting of contracts for eligible work, the Applicant/Subrecipient must comply with its Local, State (provided that the procurements conform to applicable Federal law) and Federal procurement laws, regulations, and procedures as required by FEMA Policy 2 CFR Part 200, Procurement Standards, §§ 317-326.
- The Recipient must submit its certification of the applicant's completion of this project, the final claim for payment, and supporting documentation within 180 days from the date that the applicant completes the scope of work. Project Worksheets written as large projects (costs above the large project threshold) are reimbursed based on the actual eligible final project costs. Therefore, during the final project reconciliation (closeout), the project may be amended to reflect the reconciliation of actual eligible costs.
- The terms of the FEMA-State Agreement are incorporated by reference into this project award under the Public Assistance grant and the applicant must comply with all applicable laws, regulations, policy, and guidance. This includes, among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-009-2, Public Assistance Policy and Program Guide; and other FEMA policy and guidance.
- The DHS Standard Terms and Conditions in effect as of the date of the declaration of this major disaster are incorporated by reference into this project award under the Public Assistance grant, which flow down from the Recipient to subrecipients unless a particular term or condition indicates otherwise.
- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth at 2 C.F.R. pt. 200 apply to this project award under the Public Assistance grant, which flow down from the Recipient to all subrecipients unless a particular section of 2 C.F.R. pt. 200, the FEMA-State Agreement, or the terms and conditions of this project award indicate otherwise. See 2 C.F.R. §§ 200.101 and 110.
- The applicant must submit a written request through the Recipient to FEMA before it makes a change to the approved scope of work in this project. If the applicant commences work associated with a change before FEMA approves the change, it will jeopardize financial assistance for this project. See FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide.

Insurance

Additional Information

3/23/2020

Project has been re-worked for DDD and cost revisions. No insurance changes made

Clark Elerson- CRC Central

6/19/2019:

Project has been re-worked. No changes to insurance.

- Patrick Barker – Insurance Specialist – CRC Central

6/6/2018:

FACTS

During the incident period of March 2, 2018 through March 8, 2018, coastal storm surge created waves which caused damage to the quarried stone slope protection wall.

FINDINGS

The applicant provided a property policy from American Alternative Insurance Company, Policy # GPPA-PF-6055194-05/000 with an effective date of 7/1/2017 to 7/1/2018. The policy has a blanket limit of \$9,810,688 and a \$2,500 deductible.

The policy does not contain coverage for flood/storm surge and the damage location is not scheduled on the policy. No insurance proceeds are anticipated for this total project of \$1,596,397.73.

No duplication of benefits from insurance is anticipated for work described in this application. In the event any part or all costs are paid by an insurance policy, a duplication of benefits from insurance will occur. Applicant must notify grantee and FEMA of such recoveries and the Sub-Grant amount must be reduced by actual insurance proceeds.

FEMA requires the Applicant to take reasonable efforts to pursue claims to recover insurance proceeds that it is entitled to receive from its insurer(s). Any insurance proceeds received for the expenses included in this project must be reduced from FEMA Public Assistance funding to ensure no duplication of benefits has occurred.

REPETITIVE DAMAGES

No previous disaster requirements were found for locations identified in this project.

REQUIREMENTS

A standard NFIP flood policy is the primary factor used to determine if a structure or item can be reasonably insured for the peril of flood. As a result, the requirement to obtain and maintain insurance is not being mandated for the work described in this project worksheet.

- Patrick Barker – Insurance Specialist – CRC Central

O&M Requirements

There are no Obtain and Maintain Requirements on **G - Parks, Recreational Facilities- Town of Ogunquit Marginal Way Work To Be Completed**.

406 Mitigation

There is no additional mitigation information on **G - Parks, Recreational Facilities- Town of Ogunquit Marginal Way Work To Be Completed.**

Environmental Historical Preservation

Is this project compliant with EHP laws and orders?

Yes

EHP Conditions

- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize funding.
- If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archaeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.
- The applicant shall coordinate with Maine Department of Environmental Protection (ME DEP) to ensure project compliance with the Natural Resources Preservation Act (NRPA). The applicant shall obtain any required NRPA permits and other applicable permits from ME DEP and comply with all conditions. For permitting advice the applicant is advised to contact the ME DEP Southern Maine Regional Field Office, 312 Canco Road, Portland, ME 04103 (207-822-6300). Before, and no later than, submission of a project closeout package, the applicant shall provide FEMA with a copy of the required permits from the ME DEP, or documentation from ME DEP that a permit is not required.
- EO11990: Adequate sedimentation and erosion control management measures, practices, and devices; such as phased construction, vegetated filter strips, geotextile silt fences, or other devices, shall be installed and properly maintained to reduce erosion and retain sediment on-site during and after construction.
- EO11988: Applicant must coordinate with the local permitting official responsible for floodplain development and must obtain all required permissions prior to initiating work. All coordination pertaining to these activities and applicant compliance with any project grant conditions shall be documented and copies forwarded to the state and FEMA for inclusion in the permanent project files.

EHP Additional Info

There is no additional environmental historical preservation on **G - Parks, Recreational Facilities- Town of Ogunquit Marginal Way Work To Be Completed.**

Final Reviews

Final Review

Reviewed By Evans, Thomas R.

Reviewed On 04/27/2020 12:27 PM EDT

Review Comments

No comments available for the Final Review step

Recipient Review

Reviewed By Petley, Naomi

Reviewed On 04/27/2020 1:18 PM EDT

Review Comments

No comments available for the Recipient Review step

Project Signatures

Signed By Emery, Cheryl

Signed On 04/27/2020



STATE OF MAINE
Augusta, Maine 04333

CHECK DATE: 06/19/2020

0013059886

58-503
422

KNOW YOUR ENDORSER
REQUIRE IDENTIFICATION

VOID 180 DAYS FROM CHECK DATE

Six Hundred Seventy Six Thousand Five Hundred Two And 97/100 Dollars

\$****676,502.97

TO THE
ORDER
OF



OGUNQUIT TOWN OF
PO BOX 875
OGUNQUIT ME 03907



J. J. Mitchell GOVERNOR
Bryce C. Chou STATE CONTROLLER
Henry E.M. Bach TREASURER

⑈0013059886⑈ ⑆061920⑆ ⑆130118020366⑈

Detach and retain this portion before depositing
STATE OF MAINE REMITTANCE

Cat	Date	Vendor Code	Bank Code	Check Number	Check Amount
	06/19/2020	VC1000069522	0366	0013059886	\$****676,502.97

Document ID	Vendor Invoice Number	Contact #	Line Amount
PRC15AMPY06152010000240360	05012020-001	207-430-5698	676,502.97
MEMA- DISASTER REIMBURSEMENT, FEMA- 4367-DR-ME FEDERAL SHARE			



0013059886

**WARRANT
FOR THE
2020 ANNUAL TOWN MEETING
OF THE
TOWN OF OGUNQUIT**

TO: **PATRICIA L. ARNAUDIN**, Chief of Police of the Town of Ogunquit, in the County of York, State of Maine:

GREETINGS: In the name of the State of Maine, you are hereby required to notify and warn the inhabitants of the Town of Ogunquit in said county and state, qualified by law to vote in town affairs, to meet at the Dunaway Community Center, 23 School Street in said Town of Ogunquit on **Tuesday, the fourteenth (14) day of July 2020**, A.D. at eight o'clock in the morning (8:00 a.m.) until eight o'clock in the evening (8:00 p.m.) to vote by secret ballot on the following warrant articles; to wit:

Article 1: To elect a Moderator to preside at said Meeting. [*Note: This question is not intended to be acted upon as part of the official secret ballot at the Annual Town Meeting.*]

Article 2: To elect **Two (2) Select Board Members** for a three (3) year term to commence at the conclusion of the 2020 Annual Town Meeting; term ending Annual Town Meeting 2023.

Article 3: To elect **Two (2) Budget Review Committee Members** for a three (3) year term to commence at the conclusion of the 2020 Annual Town Meeting; term ending Annual Town Meeting 2023.

Article 4: To elect **One (1) Wells-Ogunquit Community School District Trustee** for a three (3) year term to commence July 1, 2020; term ending June 30, 2023.

Article 5: To Elect **Six (6) Charter Review Commission Members** term to commence July 1, 2020; term ending 30 Days after presentation of Final Report to the Select Board.

BUDGET ARTICLES

Article 6: Shall the Town vote to raise and appropriate the sum of **\$859,039** for **General Government** expenditures for fiscal year **2020-2021**? [*Note: If this article is defeated, the appropriation for General Government will default to \$859,039 pursuant to Section 503.6 of the Town Charter*]

Select Board recommends:	\$859,039	Yes	3-2
Budget Review Committee recommends:	\$859,039	Yes	5-0

Article 7: Shall the Town vote to raise and appropriate the sum of **\$25,572** for **Ogunquit Heritage Museum** expenditures for fiscal year **2020-2021**? *[Note: If this article is defeated, the appropriation for the Ogunquit Heritage Museum will default to \$28,419 pursuant to Section 503.6 of the Town Charter]*

Select Board recommends:	\$25,572	Yes 5-0
Budget Review Committee recommends:	\$25,572	Yes 5-0

Article 8: Shall the Town vote to raise and appropriate the sum of **\$1,500** for **Bicycle-Pedestrian Committee** expenditures for fiscal year **2020-2021**? *[Note: If this article is defeated, the appropriation for the Bicycle-Pedestrian Committee will default to \$1,500 pursuant to Section 503.6 of the Town Charter]*

Select Board recommends:	\$1,500	Yes 5-0
Budget Review Committee recommends:	\$1,500	Yes 5-0

Article 9: Shall the Town vote to raise and appropriate the sum of **\$16,700** for **Parks & Recreation Committee** expenditures for fiscal year **2020-2021**? *[Note: If this article is defeated, the appropriation for the Parks & Recreation Committee will default to \$17,300 pursuant to Section 503.6 of the Town Charter]*

Select Board recommends:	\$16,700	Yes 5-0
Budget Review Committee recommends:	\$16,700	Yes 5-0

Article 10: Shall the Town vote to raise and appropriate the sum of **\$9,500** for **Ogunquit Performing Arts** for fiscal year **2020-2021**? *[Note: If this article is defeated, the appropriation for the Ogunquit Performing Arts will default to \$9,500 pursuant to Section 503.6 of the Town Charter]*

Select Board recommends:	\$9,500	Yes 5-0
Budget Review Committee recommends:	\$9,500	Yes 5-0

Article 11: Shall the Town vote to raise and appropriate the sum of **\$379,236** for **Land Use Department** expenditures for fiscal year **2020-2021**? *[Note: If this article is defeated, the appropriation for the Land Use Department will default to \$373,294 pursuant to Section 503.6 of the Town Charter]*

Select Board recommends:	\$379,236	Yes 5-0
Budget Review Committee recommends:	\$379,236	Yes 5-0

Article 12: Shall the Town vote to raise and appropriate the sum of **\$313,094** for **Visitors Services** expenditures for fiscal year **2020-2021**? *[Note: If this article is defeated, the appropriation for Visitor Services will default to \$313,094 pursuant to Section 503.6 of the Town Charter]*

Select Board recommends: \$313,094 Yes 5-0
Budget Review Committee recommends: \$313,094 Yes 5-0

Article 13: Shall the Town vote to raise and appropriate the sum of **\$1,836,505** for **Police Department** expenditures for fiscal year **2020-2021**? *[Note: If this article is defeated, the appropriation for the Police Department will default to \$1,839,814 pursuant to Section 503.6 of the Town Charter]*

Select Board recommends: \$1,836,505 Yes 5-0
Budget Review Committee recommends: \$1,836,505 Yes 5-0

Article 14: Shall the Town vote to raise and appropriate the sum of **\$1,532,175** for **Fire-Rescue Department** expenditures for fiscal year **2020-2021**? *[Note: If this article is defeated, the appropriation for the Fire-Rescue Department will default to \$1,481,413 pursuant to Section 503.6 of the Town Charter]*

Select Board recommends: \$1,532,175 Yes 5-0
Budget Review Committee recommends: \$1,532,175 Yes 5-0

Article 15: Shall the Town vote to raise and appropriate the sum of **\$245,940** for **Lifeguard Services** expenditures for fiscal year **2020-2021**? *[Note: If this article is defeated, the appropriation for Lifeguard Services will default to \$245,940 pursuant to Section 503.6 of the Town Charter]*

Select Board recommends: \$245,490 Yes 5-0
Budget Review Committee recommends: \$245,490 Yes 5-0

Article 16: Shall the Town vote to raise and appropriate the sum of **\$213,432** to provide for **Utilities** (Street Lights, Sewer Fees and Water Hydrants) for fiscal year **2020-2021**? *[Note: If this article is defeated, the appropriation for Utilities will default to \$198,815 pursuant to Section 503.6 of the Town Charter]*

Select Board recommends: \$213,432 Yes 5-0
Budget Review Committee recommends: \$213,432 Yes 5-0

Article 17: Shall the Town vote to raise and appropriate the sum of **\$1,115,474** for **Public Works Department** expenditures for fiscal year **2020-2021**? *[Note: If this article is defeated, the appropriation for the Public Works Department will default to \$1,072,724 pursuant to Section 503.6 of the Town Charter]*

Select Board recommends: \$1,115,474 Yes 5-0
Budget Review Committee recommends: \$1,115,474 Yes 5-0

Article 18: Shall the Town vote to raise and appropriate the sum of **\$375,004** for **Transfer Station** expenditures for fiscal year **2020-2021**? *[Note: If this article is defeated,*

the appropriation for the Transfer Station will default to \$358,311 pursuant to Section 503.6 of the Town Charter]

Select Board recommends:	\$375,004	Yes 5-0
Budget Review Committee recommends:	\$375,004	Yes 5-0

Article 19: Shall the Town vote to raise and appropriate the sum of **\$145,012** for **Harbormaster** expenditures for fiscal year **2020-2021**? *[Note: If this article is defeated, the appropriation for the Harbormaster will default to \$144,475 pursuant to Section 503.6 of the Town Charter]*

Select Board recommends:	\$145,012	Yes 5-0
Budget Review Committee recommends:	\$145,012	Yes 5-0

Article 20: Shall the Town vote to raise and appropriate the sum of **\$2,000** for **General Assistance** expenditures for fiscal year **2020-2021**? *[Note: If this article is defeated, the appropriation for General Assistance will default to \$2,000 pursuant to Section 503.6 of the Town Charter]*

Select Board recommends:	\$2,000	Yes 5-0
Budget Review Committee recommends:	\$2,000	Yes 5-0

Article 21: Shall the Town vote to raise and appropriate the sum of **\$199,135** for **Insurance** expenditures for fiscal year **2020-2021**? *[Note: If this article is defeated, the appropriation for Insurance will default to \$183,800 pursuant to Section 503.6 of the Town Charter]*

Select Board recommends:	\$199,135	Yes 5-0
Budget Review Committee recommends:	\$199,135	Yes 5-0

Article 22: Shall the Town vote to raise and appropriate the sum of **\$591,864** for **Facilities Department** expenditures for fiscal year **2020-2021**? *[Note: If this article is defeated, the appropriation for the Facilities Department will default to \$635,313 pursuant to Section 503.6 of the Town Charter]*

Select Board recommends:	\$591,864	Yes 5-0
Budget Review Committee recommends:	\$591,864	Yes 5-0

Article 23: Shall the Town vote to raise and appropriate the sum of **\$105,205** for **Information Services** expenditures for fiscal year **2020-2021**? *[Note: If this article is defeated, the appropriation for Information Services will default to \$105,205 pursuant to Section 503.6 of the Town Charter]*

Select Board recommends:	\$105,205	Yes 5-0
Budget Review Committee recommends:	\$105,205	Yes 5-0

Article 24: Shall the Town vote to raise and appropriate the sum of **\$30,500** for **Conservation** expenditures for fiscal year **2020-2021**? *[Note: If this article is defeated, the appropriation for Conservation will default to \$22,275 pursuant to Section 503.6 of the Town Charter]*

Select Board recommends:	\$30,500	Yes 5-0
Budget Review Committee recommends:	\$30,500	Yes 5-0

Article 25: Shall the Town vote to raise and appropriate the sum of **\$7,050** for **Shellfish Conservation** expenditures for fiscal year **2020-2021**? *[Note: If this article is defeated, the appropriation for Shellfish Conservation will default to \$7,450 pursuant to Section 503.6 of the Town Charter]*

Select Board recommends:	\$7,050	Yes 5-0
Budget Review Committee recommends:	\$7,050	Yes 5-0

Article 26: Shall the Town vote to raise and appropriate the sum of **\$14,300** for the **Marginal Way Committee** for fiscal year **2020-2021**? *[Note: If this article is defeated, the appropriation for the Marginal Way Committee will default to \$10,400 pursuant to Section 503.6 of the Town Charter].*

Select Board recommends:	\$14,300	Yes 5-0
Budget Review Committee recommends:	\$14,300	Yes 5-0

Article 27: Shall the Town vote to raise and appropriate the sum of **\$5,833** for **Piping Plover** expenditures for fiscal year **2020-2021**? *[Note: If this article is defeated, the appropriation for Piping Plover will default to \$5,983 pursuant to Section 503.6 of the Town Charter]*

Select Board recommends:	\$5,833	Yes 5-0
Budget Review Committee recommends:	\$5,833	Yes 5-0

Article 28: Shall the Town vote to raise and appropriate the sum of **\$10,250** for **Sustainability Committee** expenditures for fiscal year **2020-2021**? *[Note: If this article is defeated, the appropriation for Sustainability Committee will default to \$0 pursuant to Section 503.6 of the Town Charter]*

Select Board recommends:	\$10,500	Yes 5-0
Budget Review Committee recommends:	\$10,500	Yes 4-1

Article 29: Shall the Town vote to raise and appropriate the sum of **\$500** for **Flags for Veterans Graves** for fiscal year **2020-2021**? *[Note: If this article is defeated, the appropriation for Flags for Veterans Graves will default to \$500 pursuant to Section 503.6 of the Town Charter]*

Select Board recommends:	\$500	Yes 5-0
Budget Review Committee recommends:	\$500	Yes 5-0

Article 30: Shall the Town vote to raise and appropriate the sum of **\$8,000** for the **Wells-Ogunquit Historical Society** for fiscal year **2020-2021**? *[Note: If this article is defeated, the appropriation for the Wells-Ogunquit Historical Society will default to \$8,000 pursuant to Section 503.6 of the Town Charter]*

Select Board recommends:	\$8,000	Yes 5-0
Budget Review Committee recommends:	\$8,000	Yes 5-0

Article 31: Shall the Town vote to raise and appropriate the sum of **\$3,000** for the **Ogunquit Memorial Library** for fiscal year **2020-2021**? *[Note: If this article is defeated, the appropriation for the Ogunquit Memorial Library will default to \$0 pursuant to Section 503.6 of the Town Charter]*

Select Board recommends:	\$3,000	Yes 5-0
Budget Review Committee recommends:	\$3,000	Yes 5-0

Article 32: Shall the Town vote to raise and appropriate the sum of **\$989,391** for **Debt Management** expenditures for fiscal year **2020-2021**? *[Note: If this article is defeated, the appropriation for Debt Management will default to \$918,899 pursuant to Section 503.6 of the Town Charter]*

Select Board recommends:	\$989,391	Yes 5-0
Budget Review Committee recommends:	\$989,391	Yes 5-0

Article 33: Shall the Town vote to raise and appropriate the sum of **\$3,000** for the **Unemployment Account**? *[Note: If this article is defeated, the appropriation for the Unemployment Account will default to \$3,000 pursuant to Section 503.6 of the Town Charter]*

Select Board recommends:	\$3,000	Yes 5-0
Budget Review Committee recommends:	\$3,000	Yes 5-0

Article 34: Shall the Town vote to raise and appropriate the sum of **\$30,000** for the **Labor Contract and Salary Adjustment Account**? *[Note: If this article is defeated, the appropriation for the Labor Contract and Salary Adjustment Account will default to \$30,000 pursuant to Section 503.6 of the Town Charter]*

Select Board recommends:	\$30,000	Yes 4-1
Budget Review Committee recommends:	\$30,000	Yes 5-0

Article 35: Shall the Town vote to raise and appropriate the sum of **\$40,000** for the **Accrued Liability Account**? *[Note: If this article is defeated, the appropriation for the*

Accrued Liability Account will default to \$40,000 pursuant to Section 503.6 of the Town Charter]

Select Board recommends: \$40,000 Yes 5-0
 Budget Review Committee recommends: \$40,000 Yes 5-0

Article 36: Shall the Town vote to raise and appropriate the sum of **\$15,000 for the Reserve Fund for Closeout and/or Retirement of ecomaine Facilities?** *[Note: If this article is defeated, the appropriation for the Reserve Fund for Closeout and/or Retirement of ecomaine Facilities will default to \$15,000 pursuant to Section 503.6 of the Town Charter]*

Select Board recommends: \$15,000 Yes 4-1
 Budget Review Committee recommends: \$15,000 Yes 5-0

Article 37: Shall the Town vote to appropriate **\$1,037,000** from anticipated **Parking Lot Revenues** to fund the **2020-2021** fiscal year budget?

Select Board recommends: Yes 5-0

Article 38: Shall the Town vote to collect and appropriate the estimated amounts in **Town Generated Revenue, Unassigned Fund Balance and State Revenue** in the amount of **\$2,687,200** to reduce the amount to be raised by taxation for fiscal year **2020-2021**?

Select Board recommends: Yes 5-0

Article 39: Shall the Town vote to accept the categories of funds, listed herein, as provided by the Maine Legislature:

<u>ITEM</u>	<u>AMOUNT</u>
State Education Tax Relief	\$Unknown
Emergency Management Funds	\$Unknown
Public Library Aid	\$Unknown
Specialized State Grants/Funds	\$Unknown

Select Board recommends: Yes

Article 40: Shall the Town vote to increase the property tax levy limit established for Ogunquit by State law in the event that the municipal budget approved for fiscal year **2020-2021** will result in a tax commitment that is greater than the property tax levy limit?

Article 41: Shall the Town authorize the Select Board to apply for and accept grant funds, donations and gifts; and authorize the Select Board to spend such funds for the purposes intended as allowed by law?

Article 42: Shall the Town rescind the previously approved **FY20** transfers to capital project funds entitled Marginal Way Improvements in the amount of \$150,000, Parking Lot Improvements in the amount of \$75,000, Fire Training Facility in the amount of \$25,000 from the Undesignated Fund in order to reduce municipal expenses?

Article 43: Shall the Town vote to fix the date when property taxes shall be due and payable as follows:

- One-half (1/2) of the tax commitment shall be due 30 days after the commitment; on or about **November 15, 2020**,
- The other one-half (1/2) of the tax commitment shall be due on or about **May 15, 2021**; and further,
- Interest at the rate of eight percent (**8%**) per annum shall be charged for taxes not paid by the established due date(s).

Article 44: Shall the Town vote to pay no more than five-percent (**5%**) per annum to taxpayers who pay taxes in excess of the amounts finally assessed, and to authorize such interest paid or abatements granted to be charged against the Town's annual overlay, or if necessary, against the Town's **Undesignated Fund Balance**?

Article 45: Shall the Town vote to authorize the Select Board to make one of the following decisions for each **Tax Lien Acquired Property**?

1. To dispose of the property by allowing the immediate former owner, or the immediate former owner's estate, to buy back title to the property from the Town. Buy-back of the property shall require payment of all taxes due plus interest and lien costs; payment of all other costs, and satisfaction of all other conditions established by the Select Board.
2. To dispose of the property by conducting a limited public sale among the parties who own property that directly abuts this property, with a minimum price of all taxes due plus interest costs and lien costs; payment of all other costs and/or satisfaction of all other conditions established by the Select Board, which may include a lesser amount than the full taxes due when the Select Board deems such amount to be in the best interest of the Town.
3. To dispose of the property by public sealed bid auction or other public process, with a minimum price of all taxes due plus interest and lien costs; payment of all other costs and/or satisfaction of all other conditions established by the Select Board, which may include a lesser amount than the full taxes due when the Select Board deems such amount to be in the best interest of the Town.
4. To hold Town title to the property.

Article 46: Shall the Town authorize the Treasurer to waive foreclosure on any Tax Lien during the course of the fiscal year, leaving the Tax Lien Mortgage in full force and effect as provided for in 36 M.R.S.A. 944 (1), said waiver requiring the approval of the Select Board?

Article 47: Shall the Town vote to authorize the Select Board to dispose of town-owned surplus property upon such terms and conditions as the Select Board may deem to be in the best interests of the Town as otherwise allowed by law?

Given under our hands this 26th day of May 2020, A.D. in Ogunquit, Maine, by the Select Board, acting in their capacity as the Municipal Officers:

OGUNQUIT SELECT BOARD

Madeline S. Mooney, Chair

Robert N. Winn, Jr., Vice Chair

John M. Daley, Member

Heath Ouellette, Member

Lindsey Perry, Member

**State of Maine
County of York, ss**

A True Copy,
Attest:

Town of Ogunquit, Maine

Dated: _____

VOTER INFORMATION: The Registrar of Voters will hold office hours while the polls are open to correct any error in or change a name or address on the voting list, to accept the registration of any person eligible to vote

and to accept new enrollments. A person who is not registered to vote may not vote in any election.

RETURN OF WARRANT CERTIFICATION

In the Town of Ogunquit, County of York, State of Maine, ss.

Pursuant to the foregoing Warrant to me as directed, I notified and warned the Inhabitants of the Town of Ogunquit herein named to meet at the time and place for purpose herein stated by posting upon the _____ day of _____, 2020, A.D. a copy of said Warrant at the Dunaway Community Center, Ogunquit Post Office, Ogunquit Transfer Station and WOGT, those being four (4) conspicuous and public places in said Town.

Patricia L. Arnaudin, Chief of Police
Town of Ogunquit

UNDER SEAL OF THE TOWN,

A True Copy: ATTEST:

Office of the Town Clerk