



HAMPDEN TOWN COUNCIL  
HAMPDEN MUNICIPAL BUILDING  
AGENDA

MONDAY

MAY 21<sup>st</sup>, 2018

7:00 P.M.

**6:00 p.m. – Finance & Administration Committee**

- A. PLEDGE OF ALLEGIANCE
- B. CONSENT AGENDA
  - 1. SIGNATURES
  - 2. SECRETARY'S REPORTS
    - a. None
  - 3. COMMUNICATIONS
    - a. Notice of the Meet the Candidates for Hampden Town Council event to be held at the Edythe Dyer Community Library on Thursday, May 24<sup>th</sup> at 6:00 p.m.
    - b. Renewal of Victualer's license for Angler's Restaurant
    - c. Notice and invitation to Good Shepherd Food Bank's groundbreaking event and campaign announcement on May 23<sup>rd</sup>, at 10:00 a.m.
  - 4. REPORTS
    - a. Finance Committee Minutes – April 17<sup>th</sup>, 2018
    - b. Infrastructure Committee Minutes – March 26<sup>th</sup>, 2018
    - c. Planning & Development Committee Minutes – March 21<sup>st</sup>, 2018
    - d. Services Committee Minutes – None
    - e. Council Budget Work Session Minutes – May 9<sup>th</sup>, 2018 and May 14<sup>th</sup>, 2018
- C. PUBLIC COMMENTS
- D. POLICY AGENDA
  - 1. NEWS, PRESENTATIONS & AWARDS

**NOTE: The Council will take a 5-minute recess at 8:00 pm.**

- a. Council recognition of the Senior volunteers for trail improvement work.

## 2. PUBLIC HEARINGS

## 3. NOMINATIONS – APPOINTMENTS – ELECTIONS

- a. Update on status of the June 12<sup>th</sup> election, absentee ballots and ranked-choice voting

## 4. UNFINISHED BUSINESS

## 5. NEW BUSINESS

- a. Referral of proposed Zoning Ordinance amendments to Planning & Development Committee for June 6<sup>th</sup> –*requested by the Planning Board*
- b. Referral of proposed Zoning Ordinance amendments to Public Hearing for June 18<sup>th</sup> – *requested by the Planning Board*
- c. Request for authorization for the expenditure of \$490.00 from the Environmental Trust, Principal for the purpose of reimbursement of eligible landfill post-closure monitoring expenses – *referral from Finance & Administration Committee*
- d. Request for authorization for the expenditure of \$34,156.24 from the Environmental Trust, Income for the purpose of reimbursement of eligible stormwater management expenses – *referral from Finance & Administration Committee*
- e. Award of the foreclosed property bid, for property located at 114 Old County Road, furthered identified as Map 10 Lot 15 on the Town of Hampden Tax Maps - *referral from Finance & Administration Committee*
- f. Council endorsement of Fire Union Contract for 2018-2021- *referral from Council Budget Session held on May 9th*
- g. Council endorsement of Police Union Contract for 2018-2021 - *referral from Council Budget Session held on May 9th*
- h. Request for Council authorization for the expenditure of an amount up to \$780.00 from the Personnel Reserve Account (3-733-00) for the

purpose of offsetting costs associated with payroll expenses for a temporary part-time worker – *referral from Finance & Administration Committee*

- i. Council appointment of James N. Chandler as Town Manager, effective June 7th, 2018
- j. Council appointment of James N. Chandler as Treasurer, effective June 7th, 2018
- k. Council acceptance of Manager Jennings' updated letter of resignation - *referral from Finance & Administration Committee*
- l. Review of the RSU 22 proposed budget for FY19 – *referral from Finance & Administration Committee*
- m. Discussion regarding Councilor conduct – *requested by Councilor McAvoy*

E. COMMITTEE REPORTS

F. MANAGER'S REPORT

G. CLERK'S COMMENTS

H. COUNCILORS' COMMENTS

I. ADJOURNMENT

# **Meet the Candidates For Hampden Town Council**



**Edythe Dyer  
Community Library**

**6 pm – 7 pm**

**Thursday, May 24**

**This evening will be a casual meet and greet  
with light refreshments**

**269 Main Road North**

**862-3550**

B-3-b

Town of Hampden  
106 Western Avenue  
Hampden, Maine 04444



Phone: (207) 862-3034  
Fax: (207) 862-5067  
email: info@hampdenmaine.gov

May 16, 2018

Albert Hall  
91 Coldbrook Rd.  
Hampden, Me. 04444

RE: Victualer's license for Angler's Restaurant

Dear Sir/Madam:

Your application for your Victualer's License has been approved. Accordingly, I am enclosing the license, which under Section 5.A of the Town of Hampden Victualer's Ordinance, must be displayed in a place within the establishment where it can be readily viewed by any member of the public.

Please call if you have any questions.

Sincerely,

Paula  
Town

Encl

**VICTUALER'S LICENSE CERTIFICATE**

No. 18-07

**MUNICIPALITY OF HAMPDEN, MAINE**

To all whom these presents may concern: Date: May 16, 2018

**KNOW YE**, that Albert Hall, doing business as

Angler's Restaurant has been duly

licensed as a Victualer at 91 Coldbrook Rd in the

Municipality of Hampden by said Municipality until 05/15, 2019, and has

paid to the Municipal Treasurer the fee of One hundred Dollars (\$100.00).

Authorized Municipal Officer      CODE ENFORCEMENT OFFICER



**Good Shepherd**

**FOOD BANK OF MAINE**

invites you to a

**Groundbreaking Ceremony &**

**Campaign Announcement**

**for its Hampden Distribution Center**

**May 23, 2018**

**10:00 am**

**11 Penobscot Meadow Dr.  
Hampden, ME**

**FINANCE & ADMINISTRATION COMMITTEE MEETING**

Tuesday, April 17th, 2018

**6:00 p.m.****MINUTES**

Hampden Town Office

*Attending:*

*Chairman McAvoy  
Mayor McPike  
Councilor Cormier  
Councilor Wilde  
Councilor Marble  
Councilor Ryder*

*Interim Town Manager Rogers  
Town Clerk Paula Scott  
DPW Director Sean Currier  
Rec Director Shelley Abbott  
CEO Myles Block*

*Chairman McAvoy called the meeting to order at 6:00 p.m.*

**1. Meeting Minutes**

- a. April 2<sup>nd</sup>, 2018** – *There was a motion and a second to approve the April 2<sup>nd</sup> minutes. Unanimous vote in favor, 6-0.*

- 2. Review & Sign Warrants** – *Councilors reviewed and signed the disbursement warrants.*

**3. Old Business****4. New Business**

- a. Licensing of Solid Waste Commercial Haulers pursuant to the Solid Waste Flow Control Ordinance** – *Councilor Ryder made a motion, seconded by Councilor Marble, to approve the licensing of Mayhew Rubbish, DM & J Waste, Waste Management, JT Trash Disposal Service and Sullivan's Waste Disposal as licensed solid waste commercial haulers within Hampden. Discussion followed regarding the temporary stipulation for haulers to transport to Juniper Ridge rather than PERC, the fees adjustment, and how to police those that are hauling within the Town. The Clerk stated that staff had reached out to all known haulers including some that do not do business in town. She stated that there is an enforcement*

provision within the ordinance for those that do not obtain a license. DPW Director Currier stated that all haulers are required to be licensed by April 1<sup>st</sup> and anyone coming on during the year will still be licensed upon receipt of the fee. The Clerk stated that some of the haulers are concerned about the extra expense to Juniper Ridge, but that it is believed that concessions will be made because of the extra distance haulers now must travel. Councilor McAvoy opined on whether this even needs to go before Committee/Council to approve the licenses, stating that he felt it could be handled like the way Victualer's licenses are handled. The Clerk stated we would look at the Ordinance to determine if Council approval is necessary. Discussion ceased and the motion was brought to vote. Unanimous vote, 6-0.

- b. Status of real estate and personal property tax collections as of April 5<sup>th</sup>, 2018 – Barbara Geaghan, Tax Collector –** Committee members noted that the status of collections is at 93%.
- c. Recommend award of the 2018 mowing bid – requested by DPW Director Currier –** Director Currier reported that the RFP was sent to 8 vendors, and only one responded with a bid in the amount of \$70,200. Another responded to say that they do not have the staff needed. Others came and looked at the areas but submitted no bid. One company would only bid if it included the school's athletic fields. Director Currier handed out calculation sheets to show that the Department can do those same (continued) services for \$39,965.80. Councilor McAvoy asked if we are putting things in the RFP to keep bidders from being able to compete. Director Currier stated that the RFP is not embellished one bit and that all the requirements are exactly what the Public Works Department is currently doing, and has been doing. In response to Councilor McAvoy's question about the high cost of the bid, Councilor Ryder reminded that the last time the outsourcing was discussed, it was only to mow cemeteries and this included the fields and more. Councilor Ryder made a motion, seconded by Councilor Marble, to recommend that Council make no award. Unanimous vote in favor, 6-0.
- d. Recommend award of the 2018 cruiser bid – requested by Public Safety Director Rogers –** Director Rogers explained the bids received from all dealerships and stated that the vehicle that meets all the specifications is the Ford Interceptor in the amount of \$29,280. He stated that not all the equipment from the old vehicle will fit, so he will be returning with a reserve request in order to outfit the vehicle. Councilor McPike made a motion, seconded by Councilor Marble, to recommend that Council award the cruiser bid to Quirk Auto Group for the 2018 Ford Interceptor in the amount of ~~\$28,820.00.~~ **\*\$29,280.** Unanimous vote in favor, 6-0. *\*corrected 05/07/2018*

- e. **Recommend authorization to sell tax foreclosed property located at 114 Old County Road – requested by Barbara Geaghan, Tax Collector** – Tax Collector Barbara Geaghan explained the steps taken to locate the owner of this property and that all efforts were exhausted. Her recommendation is to put this property out to sealed bid with a minimum bid price of \$6,650. This cost is simply the amount of taxes owed and to recapture administrative costs associated with the foreclosure. Discussion followed regarding the property location, possible value, and contents. Councilor McPike made a motion, seconded by Councilor Marble, to recommend that Council authorize the sale of the tax acquired property. Unanimous vote in favor, 6-0.
- f. **Recommend authorization for the use of up to \$4,000 of Planning & Commissions reserve funds (3-725-00) for unbudgeted legal costs related to Town Attorney review of proposed Zoning Ordinance amendments** – CEO Myles Block reported that this request is so that legal counsel can review the proposed Zoning Ordinance amendments to make sure that no proposed changes are at odds with any state laws. Councilor Marble made a motion, seconded by Councilor Wilde, to recommend Council authorize the use of up to \$4,000 for unbudgeted legal expenses related to the proposed Zoning Ordinance amendment. Unanimous vote in favor, 6-0.
- g. **Recommend endorsement of a letter of support for the Hampden Historical Society for a capital campaign grant application – requested by The Hampden Historical Society** - Councilor Marble stated that he is a member of the Historical Society and there has been a lot of hard work going into raising money for the expansion of the building. He encouraged committee support. The Clerk reported that the Historical Society has been involved in the ‘quiet’ phase of the campaign and have raised \$325,000 thus far toward the \$500,000 goal. A letter of support from the elected officials can be used for grant and foundation applications. Councilor Marble made a motion, seconded by Councilor Wilde, to recommend Council endorsement of the letter of support for the Hampden Historical Society. Unanimous vote in favor, 6-0.
- h. **Town Council rules** – Unanimous consent to postpone until July after the budget work is complete.
- i. **Discussion of proposal to add new full-time staff position to Administration Department in FY19 budget, and to reorganize and reassign some staff responsibilities for remainder of FY18** – Chairman McAvoy stated that during agenda review, it was

*mentioned that this would likely remain on the agenda as information only and not an action item. He further stated that he wasn't sure that it even needed to be the Council's purview.*

**5. Public Comment** - None

**6. Committee Member Comments** - None

**7. Adjournment** – *With no other business to conduct, the meeting was adjourned at 6:30 p.m.*

*Respectfully Submitted,*

A handwritten signature in black ink that reads "Paula A. Scott". The signature is written in a cursive, flowing style.

Paula A. Scott, CCM  
Town Clerk

## INFRASTRUCTURE COMMITTEE MEETING

Monday, March 26, 2018

### MINUTES

*Attending:*

<i>Councilor Mark Cormier, Chairman</i>	<i>Town Manager Angus Jennings</i>
<i>Mayor Ivan McPike</i>	<i>PW Director Sean Currier</i>
<i>Councilor Dennis Marble</i>	<i>Public Safety Dir. Joe Rogers</i>
<i>Councilor Terry McAvoy</i>	
<i>Councilor David Ryder</i>	
<i>Councilor Stephen Wilde</i>	

*Chairman Cormier called the meeting to order at 6 PM.*

#### 1. MINUTES

- a. **February 26, 2018 Meeting** – *Motion by Councilor McAvoy seconded by Councilor Marble to approve the minutes as written. Motion carried six in favor and none against.*

#### 2. OLD BUSINESS

- a. **Update on engineering for Town Center crosswalks and upcoming RFP for construction services; discussion of whether to include a second flashing pedestrian beacon at Kiwanis driveway (in addition to grant-funded beacon provided by MDOT for the Cottage Street intersection).**

*Manager Jennings updated the Committee on the timing of the process, also discussed if one set of beacons, or two would be favored by the Committee.*

*Director Currier recommended two (2) beacons, one beacon was approved by a State funding grant. It has been proven that beacons have reduced incidents of pedestrian verses vehicular conflict. The price for the 2<sup>nd</sup> beacon would be \$6200.00 (unit only, not installed) Councilor Marble asked if there would be coordination of timing with the signal light at the intersection of Western Avenue and 1A.*

*Director Currier stated there would be no coordination with the corner intersection signal. These are solar powered, activated when a pedestrian presses the button.*

*Councilor Marble had concerns at the closeness to the Irving 1A/Western Avenue intersection, with the big truck making the swing coming south on 1A, and the proposed crosswalk being at the Irving site, it might be too busy.*

*Director Currier stated the problem with children crossing at Irving is that they would have to cross Irving's driveway which is busy and more dangerous.*

*Mayor McPike stated with the added crosswalk, he would be in favor of both beacons for improved visibility.*

*Councilor McAvoy stated his concerns if the beacons are not coordinated with the traffic signal that it would start to back up traffic.*

*Chairman Cormier agreed it is already a mess in this area.*

*Chief Rogers stated that without the beacons it may not be okay but with the beacons it would be safer. It would be a flashing yellow not a red stop light.*

*Councilor Ryder stated that the only time there would be an issue is when school is letting out.*

*Chief Rogers stated that in the morning there is more activity at Cottage Street and in the afternoon the activity is closer to the Irving site.*

*Councilor Ryder asked what budget year would the funding come out of.*

*Director Currier stated he is not sure when the waterline project will take place, since we are doing the crosswalk in conjunction with that project to save money.*

*Councilor Ryder stated since we do not have pricing, we will have to wait.*

*Director Currier stated that there is a big cost savings for the Town by coordinating the project construction along with the Water District's project.*

*Manager Jennings stated he is hearing openness to a second crosswalk and beacon, depending on the cost.*

*Councilor McAvoy asked when the renovations to Hannibal Hamlin's place was taking place.*

*Manager Jennings stated that the projects have been approved by Planning Board for site plan. He has spoken with Jim Kiser who is the engineer on the project, and was told that the construction would wait until additional space is leased. Woodard and Curran have looked at the site plans, and the crosswalk design would take the future Hannibal Hamlin renovations into account.*

*Chairman Cormier stated that this item will be back before the Councilors after pricing is provided.*

### **3. NEW BUSINESS**

#### **a. Street Light petition: Highland Ridge**

*Steve Rideout, one of the petitioners from Highland Ridge Drive, stated it is tough to see the side street coming from either direction on 1A,*

*without it being illuminated. The light across the road on 1A by Calkins farm stand does not light the mouth of Highland Ridge enough.*

*Chief Rogers explained that the offset intersection lighting does not illuminate that intersection. Changing the light to LED may better illuminate Highland Ridge Drive than current lighting. Emera wants to wait on PUC approval of the rates of LED lights before installation.*

*Director Currier stated Emera doesn't want to switch out streetlights without PUC approval.*

*Councilor Ryder asked if we could move the existing light across the street.*

*Director Currier stated it is a DOT layout, not sure if it was installed at that site for a reason.*

*Chief Rogers stated the neighborhood supports swapping out a sodium light for a LED, then adding a new LED if that doesn't illuminate the area enough.*

*Director Currier stated we could change the wattage from 70 to 100 (LED equivalent).*

*Councilor Marble asked who does the work? Director Currier stated Emera Maine does the work.*

*Councilor Ryder asked about whether the whole neighborhood wants to be illuminated.*

*Manager Jennings stated that was the request in 2008 for the whole neighborhood to be illuminated but speaking with neighbors they are not requesting additional lighting for the whole street, just at the entrance.*

*The Committee was supportive of swapping out the streetlight across the street with an LED at higher (effective) wattage, once PUC approves rates for LED, then revisiting the request for additional lighting if the swap-out to LED does not adequately illuminate the street entrance.*

**b. Update on public information outreach, including proposed debt service cost share between Sewer and General Fund, for June 2018 sewer borrowing referendum.**

*Manager Jennings stated that the newsletter, postcard and flyers in the sewer bill will help get the word out that the bridge will be paid by the general fund.*

*Discussion was had about the cost of the Grist Mill project and the bond.*

*Manager Jennings stated that the timing of the decision is important, and that voter approval in June will allow the Town to stay on time with the MDOT projects.*

**4. STAFF UPDATES**

**a. Update on Hampden Capital Program work underway**

*Manager Jennings gave an update on work (files backup) also discussion of potential policy to better define what constitutes a capital project.*

*Councilor McAvoy would like to research what the difference is between public and private sector definition of a capital item.*

*Councilor McPike stated that a tractor trailer rig could be classed as a capital item.*

*Councilor McAvoy asked if 10K is too low a threshold.*

*Manager Jennings had some discussion on capital improvements, and equipment that would be included in the capital budget items.*

*Councilor McAvoy stated it may be the terminology issue. The Town Charter prescribes what is a capital project.*

*Manager Jennings described capital and reserve budgeting and the items they may cover.*

**b. Update on CSO Annual Report filed on 2/28/18 and DEP site visit on 3/20/18.**

*Manager Jennings stated that the recent budget adjustments helped us demonstrate that we are working toward CSO Master Plan and Fiscal Sustainability Plan, as required to be eligible for SRF financing.*

*Director Currier stated that the Town had a DEP audit on March 20<sup>th</sup> that went very well. (With regard to the CSO)*

*Councilor McAvoy asked about the median household income, believing it should be higher with all the professionals that have moved into town.*

*Manager Jennings stated that, in order to be eligible for certain financing sources, we would need to demonstrate that the Median Household Income in the sewer served area is different from the rest of the Town. This would require a targeted income survey by a qualified party.*

*Director Currier explained it does not need to be in the near term, it may be 5 – 10 years out, but should be on a long-term work plan due to the favorability of some of the financing that we don't qualify for because median incomes are above the threshold. On future DEP permits we may be pushed to do the Master Plan.*

**c. Review of new sewer data from CCTV inspections added to Town GIS data -**

*Manager Jennings explained this is an informational update. The value of the CCTV data is that it is professionalizing the management of sewer.*

*Director Currier explained that this demonstrates the areas with sub-meter accuracy located at the manholes. Director Currier explained what sub-meter accuracy is. How important it is in locating manholes. You could be within 3 to 4 inches locating a manhole, especially if there is a problem.*

*Councilor Ryder asked about the manhole from the O'Donald's project on Western Avenue, and if we accepted it.*

*Director Currier stated he did not know whether the Town accepted that manhole or not. (Director Currier demonstrated with projector)*

*Director Currier would like to create a color map book like what Bangor has.*

*Councilor Marble asked if a pipe broke and was repaired or replaced would that be reflected.*

*Director Currier explained that it would not be reflected until it was camera-ed.*

**d. Town of Hampden and City of Bangor March 2018 comment letters to DEP regarding Fourth Preliminary Draft of the 2018 General Permit for the Discharge of Stormwater from Small Municipal Separate Stormwater systems (MS4s)**

*Manager Jennings provided informational update on this item.*

*Director Currier stated a new MS4 permit is coming out. The DEP and EPA now both define Shaw Brook and Sucker Brook as urban impaired streams, Watershed plans will be required. Some communities in Southern Maine are pushing for more attention to urban impaired streams.*

*Councilor McAvoy stated that someone must know where the impairment is coming from.*

*Manager Jennings stated that it is decades long evolution toward non-point source pollution, which results from pollutants being conveyed via stormwater runoff.*

*Director Currier stated that we would only do a watershed plan in conjunction with Bangor, since Shaw and Sucker Brook both are in Bangor. We are pushing to get responsibility back on DEP.*

**5. PUBLIC COMMENTS**

**6. COMMITTEE MEMBER COMMENTS**

*Mayor McPike stated it is good to see we are integrating the CCTV.*

*Councilor Wilde would like to see Schoolhouse Lane on the next agenda.*

*Director Currier shows the Bangor map book on sewer manholes, and would like to get Hampden to that point.*

*Chairman Cormier asked if the aerial photos were done for that purpose.  
Director Currier stated that they were.  
Councilor Wilde stated that Schoolhouse Lane gravel has washed out  
from beneath the pavement.*

## **7. ADJOURN**

*There being no further business, the meeting was adjourned at 7:15 p.m.*

*Respectfully Submitted,  
Rosemary Bezanson, Public Works*



Town of Hampden  
**Planning and Development Committee**  
Wednesday March 21, 2018, 6:00 pm  
Municipal Building Conference Room  
**Minutes**

Attending:

Committee/Council

David Ryder - Chair  
Dennis Marble  
Terry McAvoy  
Ivan McPike  
Steve Wilde

Staff

Angus Jennings, Town Manager  
Karen Cullen, Town Planner  
Myles Block, Code Enforcement Officer  
Public  
Darlene Teeto Webb

Chairman Ryder called the meeting to order at 6:01 pm.

1. Minutes for the February 21, 2018 meeting – **Motion** to approve as submitted made by Councilor Marble; second by Councilor McAvoy; carried 4/0/0 (Councilor Wilde not present for vote).
2. Committee Applications: None
3. Updates:
  - a. MRC/Fiberight: Construction photos of the building were handed around. Manager Jennings reported staff has begun implementation of the flow control ordinance with letters sent to the various haulers around March 1. Earlier this week we received a letter from MRC that raises questions about whether MRC will be using PERC as we had all thought. Manager Jennings commented this is destabilizing but believes in the end the waste will go to PERC. Manager Jennings is also working with Fiberight to obtain the revenue projections for Hampden's budget. CEO Block mentioned the monthly construction inspection meetings will begin soon. Manager Jennings and the councilors noted there are inconsistencies in the data included in the Biomass Magazine article.
  - b. Staff Report:
    - i. Councilor Marble and Mayor McPike said they would attend the Business Expo and walk around to talk to other attendees. Staff will prepare some town business cards for them to bring, as well as some talking points they can use.
    - ii. CEO Block addressed the email regarding 1150 Kennebec Road that was in the packet; this property does not meet the criteria for a dangerous building and it is in better condition now than it has been.
    - iii. It was noted the Planning Board is meeting tonight and will deal with four applications, including Tradewinds site plan and the amendment to the Business Park subdivision. Two new projects are listed which will be on the April Planning Board meeting, both conditional use requests involving existing buildings. Planner

Cullen also noted the Planning Board will act on a request for a waiver to site plan review for the salt shed at the April meeting.

- iv. Planner Cullen reported on the Epstein Commercial Real Estate group's meeting on the Bangor Region industrial and commercial real estate market: Hampden's industrial space is about 800,000 square feet and has less than 1 percent vacancy rate; we're doing pretty well compared to the other three municipalities studied (Bangor, Brewer, and Hermon). Construction costs are a barrier to growth in this region, due in part to the relatively low rents that can be charged and the higher construction costs caused at least in part by MUBEC.
  - v. Manager Jennings noted staff had met with DEP today regarding the shoreland zoning map and ordinance.
  - c. Manager Jennings introduced Ben Smith, our consultant who has been assisting with development review with the Planning Board. He summarized the request in the memo in the packet to use the remaining funds from the Business Park Covenants consulting work to keep Mr. Smith on through the end of this fiscal year, which will enable Planner Cullen to complete the zoning work. Several Councilors felt that while they agree with doing this for this situation due to the importance of completing the zoning work by the end of the fiscal year, the town in general should put unspent money into the general fund. Manager Jennings noted he will put this onto the Finance & Administrative Committee agenda and the Town Council agendas for April 2<sup>nd</sup>.
4. Old Business: None.
  5. New Business: None
  6. Zoning Considerations/Discussion: Planner Cullen reported on the progress of the project. The Planning Board met for 3 hours last night and scheduled an extra workshop meeting for April 3. She reviewed the schedule and said everything is on track for public hearing with the Planning Board May 9 and 15, and for Town Council public hearing June 4, with an effective date of July 4 (assuming the amendments are adopted that night). She noted the Council date could slide if the public hearing with the Planning Board goes longer than the two nights scheduled. Planner Cullen showed the Committee the seven brochures she has created, which the Planning Board has thoroughly reviewed. She noted the Planning Board will release the proposed ordinance amendments and the brochures for publication on the town's website and in print at the town offices as soon as they complete their review of the proposed amendments (mid-April)
  7. Citizen Initiatives: None.
  8. Public Comments: Darleen Teeto Webb said she is looking forward to the zoning amendments getting adopted so she can open an upscale dog daycare business in the Business Park.
  9. Committee Member Comments: Mayor McPike noted that Stan MacMillan has purchased the Stearns Estate on Main Road North and plans to build a subdivision similar to the Chickadee Lane project.
  10. Adjournment: Motion to adjourn the meeting at 6:52 pm made by Councilor McAvoy, seconded by Councilor Marble; motion carried 5/0/0.



HAMPDEN TOWN COUNCIL  
FY19 BUDGET WORK SESSION

HAMPDEN MUNICIPAL BUILDING, PUBLIC SAFETY TRAINING ROOM

WEDNESDAY, MAY 9, 2018

MINUTES – DRAFT

*Attending:*

*Mayor Ivan McPike*

*Councilor Terry McAvoy*

*Councilor Mark Cormier*

*Councilor David Ryder*

*Councilor Stephen Wilde*

*Town Manager Angus Jennings*

*Public Safety Director Joe Rogers*

*CEO Myles Block*

*Fire Lt. Jason Lundstrom*

*Resident James Bailey*

*Resident Walt Cupples*

*Resident Jane Jarvi*

*Resident Eric Jarvi*

*Resident Keith Howard*

*Resident Mary Poulin*

*Other Hampden Residents*

*Mike Crooker, Bangor Asst. Manager*

*Laurie Linscott, The Connector Bus*

1. **Call to Order** – *Mayor McPike called the meeting to order at 7:00 p.m.*
2. **Executive Session pursuant to 1 M.R.S.A §405(6)(D) – (Labor contracts / negotiations, The Professional Fire Fighters of Hampden, I.A.F.F. Local 4903, proposed contract for 2018-2021)**
3. **Executive Session pursuant to 1 M.R.S.A §405(6)(D) – (Labor contracts / negotiations, The Hampden Police Union, proposed contract for 2018-2021)**

*There was a motion by Councilor Wilde seconded by Councilor McAvoy to enter Executive Session pursuant to 1 M.R.S.A §405(6)(D) to discuss the proposed Fire and Police Union Contracts for 2018-2021. A roll call vote was taken: Wilde, yes; Cormier, yes; McAvoy, yes; Ryder, yes; and McPike, yes. The Council exited from Executive Session at 6:36 p.m.*

*There was a motion by Councilor Ryder seconded by Councilor McAvoy to accept the proposed Police and Fire Union Contracts for 2018-2021. The motion passed 5-0. Manager Jennings provided a brief summary of the wage “steps” and COLA included in the contracts.*

4. **Review of Proposed Town Manager FY19 Budget**
  - a. **Public Safety** – *After discussion and questions, the Councilors voted 5-0 to refer the departmental budget, as proposed, to the Council meeting on*

*June 4<sup>th</sup> for further referral to public hearing, with or without further amendments, at that time.*

- b. Police** – *After discussion and questions, the Councilors voted 5-0 to refer the departmental budget, as proposed, to the Council meeting on June 4<sup>th</sup> for further referral to public hearing, with or without further amendments, at that time.*
- c. Fire** – *After discussion and questions, the Councilors voted 5-0 to refer the departmental budget, as proposed, to the Council meeting on June 4<sup>th</sup> for further referral to public hearing, with or without further amendments, at that time.*
- d. The Bus** – *After discussion and questions, the Councilors voted 2-3, with Councilors McAvoy, Cormier and Wilde opposed, to not recommend the departmental budget, as proposed. Manager Jennings advised the Council that he recommends approving full funding for The Bus in FY19 even if a reduction or elimination of service during the fiscal year may take place, because a public process is required in order to reduce or eliminate service. There was discussion about the Council's elimination of the Saturday bus route during the budget season in spring 2015, and that the approved FY16 budget had included full funding for 6 days/week then a mid-year budget adjustment was approved once the Saturday service was eliminated in order to make those budgeted funds available elsewhere. Manager Jennings said that he would confer with the Town Attorney about what would happen if there is a 3-3 split to refer the department's budget to public hearing at the Council meeting on June 4<sup>th</sup>.*
- e. County Tax** – *After discussion and questions, the Councilors voted 5-0 to refer the departmental budget, as proposed, to the Council meeting on June 4<sup>th</sup> for further referral to public hearing, with or without further amendments, at that time.*
- f. Outside Agencies** – *After discussion and questions, the Councilors voted 3-2 with Councilors McAvoy and Wilde opposed to refer the proposed Kiwanis Civic Center operating costs budget, as proposed, to the Council meeting on June 4<sup>th</sup> for further referral to public hearing, with or without further amendments, at that time. The question of whether to fund spray foam insulation for the building basement was taken up separately. The Councilors voted 4-1 to remove the proposed funding from this departmental budget but to add the same proposed amount (\$6,115) to an appropriate reserve fund for FY19 budgeting, so the Council would vote separately on whether and how to expend those funds.*

## **5. Adjourn**

*There being no further business, the meeting was adjourned at 7:58 p.m.*

*Respectfully submitted,  
Angus Jennings, Town Manager*



HAMPDEN TOWN COUNCIL  
 FY19 BUDGET WORK SESSION  
 HAMPDEN MUNICIPAL BUILDING  
 MONDAY, MAY 14, 2018  
 MINUTES – DRAFT

*Attending:*

*Mayor Ivan McPike  
 Councilor Terry McAvoy  
 Councilor Mark Cormier  
 Councilor David Ryder  
 Councilor Stephen Wilde  
 Councilor Dennis Marble  
 Town Manager Angus Jennings  
 Jim Chandler  
 CEO Myles Block*

*Tax Collector Barbara Geaghan  
 Finance/HR Director Tammy Ewing  
 Town Clerk Paula Scott  
 Resident Eric Jarvi  
 Other residents*

1. **Call to Order** – *Mayor McPike called the meeting to order at 7:00 p.m.*
  
2. **Review of Proposed Town Manager FY19 Budget**
  - a. **Administration** – Councilors were given information on the new finance position and auditor recommendations. New information indicates a decrease in insurance due to a change in plan types from family to single. Resident Jarvi urged Councilors not to go with two wage scales, but to treat both union and non-union employees equally regarding cost of living increases. Manager Jennings asked to set aside tonight's discussion to provide further information to Council. Unanimous consent.
  
  - b. **Communications** – Councilors reviewed the budget as presented. After discussion, Councilors voted to refer the departmental budget as proposed, to the June 4<sup>th</sup> Council meeting for further referral to public hearing - 5-0, unanimous.
  
  - c. **Tax Collector** – Councilors reviewed the budget as presented. After discussion, Councilors voted to refer the departmental budget as proposed, to the June 4<sup>th</sup> Council meeting for further referral to public hearing - 5-0, unanimous.
  
  - d. **General Assistance** – Councilors reviewed the budget as presented. Discussed the possibility of either raising or lowering this budget. This

budget is a mandated component of local government, if there is a need and the applicant qualifies, we are obligated to provide assistance regardless of the budgeted amount. Discussion ceased. Councilors voted to refer the departmental budget as proposed, to the June 4<sup>th</sup> Council meeting for further referral to public hearing - 5-0, unanimous

- e. **Elections** – Councilors reviewed the budget as presented. Questions were asked about the decrease. The Clerk stated that the prior budget was higher due to the color-coded ballots for district ballots, and that a sewer bond referendum was expected in the current year. There are only two elections expected in the next budget year. Councilors voted to refer the departmental budget as proposed, to the June 4<sup>th</sup> Council meeting for further referral to public hearing - 5-0, unanimous.
- f. **Town Council** – Councilors voted to refer the departmental budget as proposed, to the June 4<sup>th</sup> Council meeting for further referral to public hearing - 5-0, unanimous.
- g. **Education** – Councilors discussed the tentative amount of increase in the RSU 22 budget and the impact on Hampden residents. Manager Jennings reminded Councilors that the referring budget meeting would be on Tuesday May 18<sup>th</sup> at Hampden Academy. Councilors discussed adding this as an agenda item for the May 21<sup>st</sup> Finance & Council meetings for discussion and possible Council statement. Unanimous consent.
- h. **Revenues** – Councilors went through the revenues, holding discussion on TIF funds, reduction of CEO fees, potentially increasing the cost of transfer station stickers, and the variance between revenue and expenses in pool and recreation. Councilors voted to refer to the June 4<sup>th</sup> Council meeting for further referral to public hearing - 5-0, unanimous.

### 3. Adjourn

*There being no further business, the meeting was adjourned at 8:20 p.m.*

*Respectfully submitted,  
Paula A. Scott, CCM  
Town Clerk*



D-1-a

**Town of Hampden-Recreation Department**

To: Hampden Town Council-Services Committee  
From: Shelley Abbott;Recreation Director  
CC: Angus Jennings; Town Manager  
Date: 5/11/2018  
Re: Acknowledgement of trail work by volunteers

**Comments:**

On Friday, May 11, 2018, 18 seniors volunteered to provide trails improvement work to the trail behind the Skehan Recreation Center that goes to Lookout Point. These were participants primarily in the Hampden Recreation Department's Reshaping Retirement (Senior Fitness) class which was were recruited by community volunteer, Jim Folsom. Jim has arranged several outings for this group and volunteer projects since fall 2015, to help the senior population enjoy some of the outdoor beauty of the Town of Hampden, along with educating them on local history, the environment, and being a comfortable participant in outdoor activities.

The crew were able to remove blowdowns and or leaning trees along the trail, clipped back the bushes, branches and raspberries, moved a portion of the trail due to erosion and brought up a large tractor tire that had been disposed of on the property for proper disposal by our Public Works crew. At the conclusion of the work session, volunteers enjoyed lunch together at the trail head provided by the Recreation Department.

Crew members were Maureen Carter, Lois and Rich Cole, Jim and Mary Folsom, Steve and Storie Brown, Bill and Susan Hall, Jim and Marti McCarthy, Walter Cupples, Eric and Jane Jarvi, Patsy and Jim Husson, Lee Zoidis, and Rob Burke.

I would like to extend sincere thanks to these individuals for the hard work and dedication in volunteering for this trail maintenance project, and commitment to the beautification and upkeep of the Town of Hampden trail system.

**Memorandum**

TO: Town Council  
CC: Angus Jennings, Town Manager  
FROM: Paula Scott, Town Clerk  
DATE: May 16, 2018  
RE: June 12<sup>th</sup>, 2018 Election

As you are all aware, the process of ranked-choice voting will be implemented at the June Primary for those contests with more than two candidates. To accommodate all the ranked choices, the State ballots will have a landscape orientation on one side and a portrait orientation on the other side for the plurality contests. The reason there are two types of contests is simply because, under the law, if only one or two people are running for the same office, the winner is still chosen by plurality; the one with the most votes wins. The winner of contests that have 3 or more running for the same office will be chosen by the ranking system whereby voters choose their first, second, third, fourth choices and on down the line. I have included sample ballots so that you will be able to see what the different sides look like.

While I am not expecting large voter turn-out, I expect that there will be confusion with all the various ballots, some of which are double sided and some of which are single sided. Primary and Municipal ballots are double sided, State Referendum and RSU 22 ballots are single sided. I also expect a lot of questions regarding the ranked choice ballots. I am anticipating a larger number of ballots that will be 'spoiled by the voter' due to making a mistake in marking their choice and that is built into ballot projections. As always, voters will need to be enrolled in a party to obtain a Primary ballot, and as always, the RSU 22 ballot will be placed in the wooden ballot box and not fed through the tabulator. As previously shared with Council, rather than the ability to program all tabulators to read all ballots at this election, I will have two tabulators specifically for Municipal ballots, and two tabulators specifically for State ballots. Please keep in mind that by statute, the order of processing is State candidate, State referendum, Municipal candidate, and Municipal referendum. I will post local results as soon as possible.

Because the tabulators will only be programmed to read the first ranked choice, Primary election results will not be available after the close of polls on June 12<sup>th</sup>. Rather, in a shortened reporting period following the election, all media sticks, auxiliary ballots, and tabulator tapes will be retrieved by courier in the days following the election, and standard required reports are mandated to be completed and emailed no later than Thursday. The Division of Elections has procured high speed tabulators and will be tabulating the remaining choices in the days following. The official results will not be known until the algorithms

programmed into the State tabulators reduce the rankings down to two candidates.

This is a pivotal election in our State's history and National eyes are on the State of Maine. My job is to ensure that, along with all our Municipal counter-parts Statewide, this election runs smoothly, accurately, with low incidence of voter confusion and with *no* cases of disenfranchisement. I have complete confidence in our election workers, the process by which the State has framed ranked-choice voting and the voters of the Town of Hampden.

# State of Maine Sample Ballot Democratic Primary Election, June 12, 2018 for

## Instructions to Voters

To vote, fill in the oval like this ●

To rank your candidate choices, fill in the oval:

- In the 1st column for your 1st choice candidate.
- In the 2nd column for your 2nd choice candidate, and so on.

Continue until you have ranked as many or as few candidates as you like.

**Fill in no more than one oval for each candidate or column.**

To rank a write-in candidate, write the person's name in the write-in space and fill in the oval for the ranking of your choice.

Governor	1st Choice	2nd Choice	3rd Choice	4th Choice	5th Choice	6th Choice	7th Choice	8th Choice
<b>Cote, Adam Roland</b> Sanford	<input type="radio"/>							
<b>Dion, Donna J.</b> Biddeford	<input type="radio"/>							
<b>Dion, Mark N.</b> Portland	<input type="radio"/>							
<b>Eves, Mark W.</b> North Berwick	<input type="radio"/>							
<b>Mills, Janet T.</b> Farmington	<input type="radio"/>							
<b>Russell, Diane Marie</b> Portland	<input type="radio"/>							
<b>Sweet, Elizabeth A.</b> Hallowell	<input type="radio"/>							
<b>Write-in</b>	<input type="radio"/>							

Rep. to Congress District 2	1st Choice	2nd Choice	3rd Choice	4th Choice	5th Choice
<b>Fulford, Jonathan S.</b> Monroe	<input type="radio"/>				
<b>Golden, Jared F.</b> Lewiston	<input type="radio"/>				
<b>Olson, Craig R.</b> Islesboro	<input type="radio"/>				
<b>St. Clair, Lucas R.</b> Hampden	<input type="radio"/>				
<b>Write-in</b>	<input type="radio"/>				

**Turn Over for Additional Contests**



# State of Maine Official Ballot Democratic Primary Election, June 12, 2018

### Instructions to Voters

To vote for the candidate of your choice, fill in the oval to the right, like this: ●

To vote for a Write-in candidate, fill in the oval to the right of the Write-in space and write in the person's name.

To have your vote count, do not erase or cross out your choice.

If you make a mistake, ask for a new ballot.

### U.S. Senator Vote for One

Ringelstein, Zak  
Yarmouth



Write-in



### State Senator District 4 Vote for One

Mackey Andrews, Susan D.  
Dover-Foxcroft



Write-in



### Rep. to the Legislature District 118 Vote for One

Thiele, John  
Bingham



Write-in



### District Attorney District 4 Vote for One

Maloney, Maeghan  
Augusta



Write-in *Rob Gronkowski*



Turn Over for  
Additional  
Contests

# State of Maine Sample Ballot Republican Primary Election, June 12, 2018 for

## Instructions to Voters

To vote, fill in the oval like this ●

To rank your candidate choices, fill in the oval:

- In the 1st column for your 1st choice candidate.
- In the 2nd column for your 2nd choice candidate, and so on.

Continue until you have ranked as many or as few candidates as you like.

**Fill in no more than one oval for each candidate or column.**

To rank a write-in candidate, write the person's name in the write-in space and fill in the oval for the ranking of your choice.

<b>Governor</b>	<b>1st Choice</b>	<b>2nd Choice</b>	<b>3rd Choice</b>	<b>4th Choice</b>	<b>5th Choice</b>
<b>Fredette, Kenneth Wade</b> Newport	<input type="radio"/>				
<b>Mason, Garrett Paul</b> Lisbon	<input type="radio"/>				
<b>Mayhew, Mary C.</b> China	<input type="radio"/>				
<b>Moody, Shawn H.</b> Gorham	<input type="radio"/>				
<b>Write-in</b>	<input type="radio"/>				

**Turn Over for Additional Contests**



# State of Maine Official Ballot Republican Primary Election, June 12, 2018

### Instructions to Voters

To vote for the candidate of your choice, fill in the oval to the right, like this: ●

To vote for a Write-in candidate, fill in the oval to the right of the Write-in space and write in the person's name.

To have your vote count, do not erase or cross out your choice.

If you make a mistake, ask for a new ballot.

#### U.S. Senator Vote for One

Brakey, Eric L.  
Auburn

Linn, Max Patrick  
Bar Harbor

Write-in

#### Rep. to Congress District 2 Vote for One

Poliquin, Bruce  
Oakland

Write-in

#### State Senator District 4 Vote for One

Davis, Paul T., Sr.  
Sangerville

Write-in

#### Rep. to the Legislature District 118 Vote for One

Grignon, Chad Wayne  
Athens

Write-in

#### District Attorney District 4 Vote for One

Sullivan, Kevin Patrick  
Gardiner

Write-in

Turn Over for  
Additional  
Contests



Town of Hampden  
Land & Building Services

Memorandum

To: Town Council  
From: Karen M. Cullen, AICP, Town Planner *KMC*  
Date: May 17, 2018  
RE: Amendments to Zoning Ordinance

The Planning Board has completed their review of the proposed amendments to the Zoning Ordinance, and has concluded their public hearing which was held on May 9<sup>th</sup> and May 15<sup>th</sup>. As a result of the hearing, a number of additional changes were made to the document, as summarized in the memo titled *Memo Describing Additional Changes to Proposed Zoning Amendments – May 16, 2018* which is posted online on the [Spring 2018 Zoning Ordinance Amendments](#) page, easily accessed through the “Proposed Zoning” button on the left side of the home page. The full redlined version of the Zoning Ordinance, including all the changes made by the Planning Board at the hearing, is also posted on that page.

The Planning Board unanimously voted at the conclusion of the public hearing on May 15, 2018 to refer the proposed zoning amendments including all changes made during the hearing to the Town Council with a recommendation “ought to pass.”

Staff respectfully requests that the Town Council refer the proposed Zoning Ordinance Amendments to the Planning & Development Committee for review on June 6, and to Public Hearing for Council consideration at the June 18, 2018 meeting.

EXHIBIT A  
FORM OF CERTIFICATE OF TOWN

[Name and Address of Institutional Trustees]

Re: Demand for Funds Pursuant to Trust Indenture Dated As of October 1, 1991 between Town of Hampden, as Grantor and [name of Trustee], as Institutional Trustee (the "Trust Indenture")

Gentlepersons:

This certificate is provided to you pursuant to the above-referenced Trust Indenture. Capitalized terms used herein without definition shall have the meaning set forth in the Trust Indenture.

The undersigned do hereby certify:

1. That they are the Individual Trustees of the Trust.
2. The Individual Trustees have approved use of property held in the Fund for purposes set forth in the Trust Indenture, in the amount set forth below.
3. You are hereby directed pay to **Town of Hampden, General Fund** the sum of \$490.00 from the Environmental Trust, Principal.

INDIVIDUAL TRUSTEES

Three handwritten signatures are written over three horizontal lines. The signatures are cursive and appear to be: [Signature 1], [Signature 2], and [Signature 3].

CERTIFICATE OF TOWN CLERK

The undersigned DOES HEREBY CERTIFY:

1. That he/she is the duly appointed and incumbent Clerk of the Town of Hampden, Maine.
2. That the foregoing certificate of the Individual Trustees was duly approved by a majority of the members of the Town Council of the Town of Hampden on \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Clerk, Town of Hampden

cc: Town of Hampden

**Eligible Costs Incurred, Proposed for Environmental Trust Reimbursement**

Date	Paid	Vendor	Purpose	Expense	Category of Stormwater Management Cost					Source of Proposed Reimbursement			Date to Env. Trust
					Maintenance	Compliance Documentation	Supplies	Contracted Services	Training/Travel	Principal	Income	Receipt	
07/01/17	08/16/17	Bangor Area Stormwater Group	2017-18 membership dues	\$ 4,000.00		\$ 4,000.00					\$ 4,000.00	Y	9/12/2017
06/14/17	07/19/17	National Stormwater Center	Training fees for 2 employees to attend 2-day training	\$ 1,548.00				\$ 1,548.00			\$ 1,548.00	Y	9/12/2017
07/12/17	08/02/17	E.J. Prescott	Pipe/materials for culverts	\$ 180.00	\$ 180.00						\$ 180.00	Y	9/12/2017
07/19/17	08/09/17	E.J. Prescott	MDOT blanket	\$ 720.00		\$ 720.00					\$ 720.00	Y	9/12/2017
07/21/17	08/09/17	Whitmore Contracting Inc.	Griffin Ave culvert replacement	\$ 4,185.00			\$ 4,185.00				\$ 4,185.00	Y	9/12/2017
07/21/17	08/09/17	E.J. Prescott	MDOT blanket	\$ 540.00		\$ 540.00					\$ 540.00	Y	9/12/2017
08/15/17	09/13/17	E.J. Prescott	Materials for stormdrain ditch lining erosion control	\$ 813.60		\$ 813.60					\$ 813.60	Y	9/12/2017
08/22/17	09/13/17	E.J. Prescott	Materials for stormdrain ditch lining erosion control	\$ 813.60		\$ 813.60					\$ 813.60	Y	9/12/2017
09/04/17	09/06/17	Sean Currier	Mileage and expenses for DPW Director and Code Enf. Officer to attend 2-day stormwater training, Portland	\$ 340.77				\$ 340.77			\$ 340.77	Y	9/12/2017
06/14/17	07/19/17	National Stormwater Center	Training fees for 2 employees to attend 2-day training	\$ (1,548.00)				\$ (1,548.00)			\$ (1,548.00)	N/A <sup>1</sup>	12/12/2017
08/09/17	09/13/17	NASCO	Write-on bags for sampling	\$ 62.15		\$ 62.15					\$ 62.15	Y	12/12/2017
08/22/17	09/28/17	Harriman Sons	Digging out Patterson Rd culvert	\$ 900.00			\$ 900.00				\$ 900.00	Y	12/12/2017
09/14/17	09/20/17	00134 Drumlin LLC	TECHNICAL CONSULTANT	\$ 4,036.00					\$ 4,036.00			Y	12/12/2017
10/03/17	10/25/17	E.J. Prescott	Pipe/materials for culverts	\$ 838.40	\$ 838.40						\$ 838.40	Y	12/12/2017
10/04/17	10/25/17	E.J. Prescott	Pipe/materials for culverts	\$ 419.20	\$ 419.20						\$ 419.20	Y	12/12/2017
11/01/17	11/15/17	State of Maine	MS4 General Permit fee for Plan Year 5	\$ 185.00		\$ 185.00					\$ 185.00	Y	12/12/2017
11/09/17	11/29/17	E.J. Prescott	Pipe/materials for culverts	\$ 419.20	\$ 419.20						\$ 419.20	Y	12/12/2017
02/03/18	02/21/18	Stillwater Environmental	Stormwater consultant	\$ 5,705.50		\$ 5,705.50					\$ 5,705.50	Y	5/12/2018
04/23/18	05/09/18	Ti Sales, Water & Wastewater Supplies	catch basin frames, grates, flanges	\$ 1,450.74	\$ 1,450.74						\$ 1,450.74		
05/04/18	05/09/18	00134 Drumlin LLC	TECHNICAL CONSULTANT	\$ 490.00					\$ 490.00			Y	5/12/2018
	n/a	Eastwood Contractors	Coldbrook Rd storm drain installation (proposed for Council award of contract on 5/7/18)	\$ 27,000.00	\$ 27,000.00						\$ 27,000.00		budgeted project; pending contract award 5/12/2018

As of  
YTD reimbursed to General Fund: \$ 18,452.92 5/4/2018  
Total proposed for reimbursement to General Fund (5/12/18): \$ 34,646.24  
Acct #  
Total proposed for reimbursement to General Fund: \$ 53,099.16 R 01-48

	YTD	For 5/12/18
Total from Principal	\$ 4,526.00	\$ 490.00
Total from Income	\$ 48,573.16	\$ 34,156.24
Budgeted revenue	\$ 72,345.00	FY18 Town Budget
Remaining budgeted revenue (FY18)	\$ 19,245.84	

<sup>1</sup> Note: This expense was reimbursed by the Trust Committee at its 9/12/17 meeting. However it was reclassified as an FY17 expense, so the amount reimbursed is credited against the current reimbursement request.

Source: Angus Jennings, Town Manager 5/4/2018

EXHIBIT A  
FORM OF CERTIFICATE OF TOWN

D-5-d

[Name and Address of Institutional Trustees]

Re: Demand for Funds Pursuant to Trust Indenture Dated As of October 1, 1991 between Town of Hampden, as Grantor and [name of Trustee], as Institutional Trustee (the "Trust Indenture")

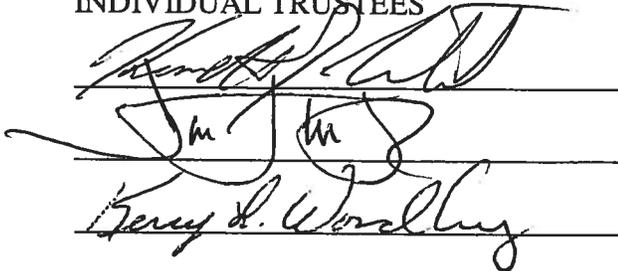
Gentlepersons:

This certificate is provided to you pursuant to the above-referenced Trust Indenture. Capitalized terms used herein without definition shall have the meaning set forth in the Trust Indenture.

The undersigned do hereby certify:

1. That they are the Individual Trustees of the Trust.
2. The Individual Trustees have approved use of property held in the Fund for purposes set forth in the Trust Indenture, in the amount set forth below.
3. You are hereby directed pay to **Town of Hampden, General Fund** the sum of \$34,156.24 from the Environmental Trust, Income.

INDIVIDUAL TRUSTEES



Three handwritten signatures are written over three horizontal lines. The signatures are cursive and appear to be: [Signature 1], [Signature 2], and [Signature 3].

CERTIFICATE OF TOWN CLERK

The undersigned DOES HEREBY CERTIFY:

1. That he/she is the duly appointed and incumbent Clerk of the Town of Hampden, Maine.
2. That the foregoing certificate of the Individual Trustees was duly approved by a majority of the members of the Town Council of the Town of Hampden on \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Clerk, Town of Hampden

cc: Town of Hampden

**Eligible Costs Incurred, Proposed for Environmental Trust Reimbursement**

Date	Paid	Vendor	Purpose	Expense	Category of Stormwater Management Cost					Source of Proposed Reimbursement			Date to Env. Trust
					Maintenance	Compliance Documentation	Supplies	Contracted Services	Training/Travel	Principal	Income	Receipt	
07/01/17	08/16/17	Bangor Area Stormwater Group	2017-18 membership dues	\$ 4,000.00		\$ 4,000.00					\$ 4,000.00	Y	9/12/2017
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Budgeted revenue	\$ 72,345.00	FY18 Town Budget
Remaining budgeted revenue (FY18)	\$ 19,245.84	

<sup>1</sup> Note: This expense was reimbursed by the Trust Committee at its 9/12/17 meeting. However it was reclassified as an FY17 expense, so the amount reimbursed is credited against the current reimbursement request.

Source: Angus Jennings, Town Manager 5/4/2018

**TOWN OF HAMPDEN**  
**FORECLOSED PROPERTY BID FOR**  
**114 OLD COUNTY RD**  
**BID SHEET**

**May 17<sup>th</sup>, 2018**  
**10:00 AM**

<b>BIDDER</b>	<b>BID AMOUNT</b>
Joshua Scroggins	\$31,000.
N & E Investments	\$71,000.
Jeff & Trudy Bacon	\$19,613.24
J & S Holdings	\$23,276.92
Gates Construction	\$41,001.01
Bald Guy 707, LLC	\$50,707.
Leland Carlisle	\$44,560.
WAS, Inc.	\$38,000.
Curt Gray	\$15,101.
Thomas Blais	\$53,500.
Tristan Blanchard	\$35,000.
Cash & Lynn Webb	<b>\$82,220.</b>

FORECLOSED PROPERTY SALE  
TOWN OF HAMPDEN, ME

The Town of Hampden is accepting sealed bids for a foreclosed property at 114 Old County Road in Hampden, ME. The property contains approx. 9 acres of land with building(s). Information on this bid is available on the Town website at [www.hampdenmaine.gov](http://www.hampdenmaine.gov) or by calling the Town Manager at 862-3034. A minimum bid of \$6,650 is required and will be used to cover all outstanding taxes, costs and interest on the parcel.

Sealed bids clearly marked **FORECLOSED PROPERTY SALE; 114 Old County Road** must be submitted by Thursday, May 17th, 2018 at 10 a.m. to the Hampden Town Office, 106 Western Avenue, Hampden, ME 04444 and must contain a certified check in the amount of 10% of the bid. Bids will be publicly opened at that time. The winning bidder shall have 30 days from award of the bid to complete the sale.

The Hampden Town Council will award the bid as part of its regular meeting on Monday, May 21<sup>st</sup>, 2018 at 7 p.m.

FORECLOSED PROPERTY SALE  
TOWN OF HAMPDEN, ME

**Bid Specifications**  
**LOT & LOCATION**

The Town of Hampden is accepting sealed bids for a foreclosed property at 114 Old County Road in Hampden, Maine. The property is located at 114 Old County Road, identified as Map 10, Lot 15, and real estate tax account #1369. The property contains approx. 9 acres of land with building(s) and contents.

A copy of the property card that lists acreage and assessments is attached to this notice. Information on this bid is available on the Town website at [www.hampdenmaine.gov](http://www.hampdenmaine.gov) or by calling the Town Manager at 862-3034. Tax maps showing location of the lot may be viewed at the Hampden Town Office Monday through Thursday between 7:30 am and 6:00 pm., or [www.hampdenmaine.gov](http://www.hampdenmaine.gov)

**BIDDER'S INSTRUCTIONS**

Sealed bids clearly marked **FORECLOSED PROPERTY SALE, 114 Old County Road** must be submitted by Thursday May 17<sup>th</sup>, 2018 at 10 a.m. to the Hampden Town Office, 106 Western Avenue, Hampden, ME 04444 and must contain a certified check in the amount of 10% of the bid. Bids will be publicly opened at that time. The Hampden Town Council will award the bid as part of its regular meeting on Monday, May 21<sup>st</sup>, 2018 at 7 p.m.

The winning bidder shall have 30 days from award of the bid to complete the sale. Failure to do so will result in forfeiture of the 10% deposit. In case of default, Town retains the right to negotiate with remaining bidders for sale of the lot.

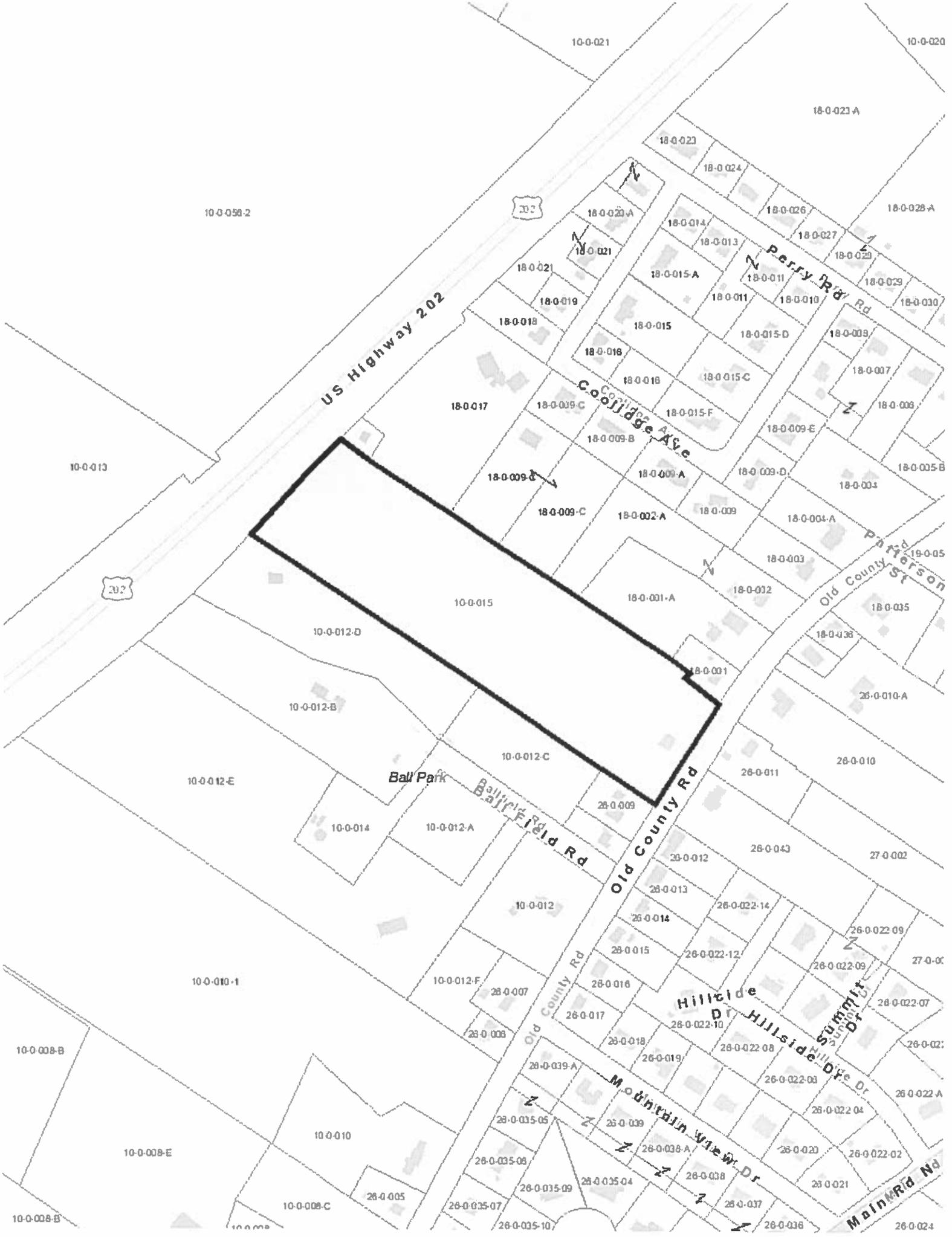
**MINIMUM BID**

Minimum bid for this property is \$6,650.

**OTHER INFORMATION**

The Town of Hampden retains the right to accept or reject any and all bids.

The Town shall issue a quitclaim deed without covenants to the successful bidder. It will be the bidder's responsibility to obtain warranty title to the property. Proceeds from the sale of the lot shall be used to clear all outstanding taxes, interest, and costs for the parcel. Properties will be sold with the property taxes cleared through June 30, 2018.



10-0-058-2

10-0-021

10-0-020

18-0-021-A

18-0-023

18-0-024

18-0-026

18-0-028-A



US Highway 202

Perry Rd

Coolidge Ave

Old County St

Old County Rd

Ball Field Rd

Hillside Dr

Hillside Dr

Mountain View Dr

Main Rd



10-0-013

18-0-017

18-0-009-D

18-0-009-C

10-0-015

10-0-012-D

10-0-012-B

10-0-012-E

10-0-014

10-0-012-A

10-0-012-C

Ball Park

10-0-010-1

10-0-012-F

10-0-008-B

10-0-008-E

10-0-008-B

10-0-010

10-0-008-C

28-0-005

28-0-035-07

28-0-035-10

28-0-035-05

28-0-035-06

28-0-035-09

28-0-035-04

28-0-039-A

28-0-007

28-0-008

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18-0-001

18-0-001-A

18-0-032

18-0-003

18-0-004-A

18-0-004

18-0-009-E

18-0-015-D

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18-0-016

18-0-019

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18-0-020-A

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18-0-013

18-0-027

18-0-029

18-0-030

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18-0-035-B

19-0-05

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18-0-036

26-0-010-A

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D-5-f

# CONTRACT

between

**Town of Hampden, Maine**



And

**The Professional Fire Fighters of Hampden,  
I.A.F.F. Local 4903**



**July 1, 2018**

**To**

**June 30, 2021**

## **ARTICLE 1 - DURATION OF AGREEMENT**

This agreement shall be effective as of the 1<sup>st</sup> day of July, 2018 and shall remain in full force and effect until the last day of June, 2021. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred twenty (120) days prior to the anniversary date that it desires to modify the Agreement. In the event that such notice is given, negotiations shall begin not later than ninety (90) days prior to the anniversary date. This Agreement shall remain in full force and effect during the period of negotiations.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

1. Except as explicitly limited by specific provision of the Agreement, the Town shall continue to have the exclusive right to take any action it deems appropriate in the operation of the Fire Department and direction of the work force in accordance with its judgement. Such rights shall include, but shall not be limited to, the operation of the Fire Department, direction of the working forces, the right to hire, to suspend or to discharge for just cause, to transfer, to maintain discipline, to establish work schedules, and to introduce new or improved methods of facilities.
2. The Hampden Fire employees acknowledge the right of the Town to make any rules and regulations governing the conduct of its employees, provided they are not inconsistent with the provisions of this Agreement.
3. When existing rules are changed or new rules are established, they shall be posted on the Hampden Fire Department Employees bulletin board for a period of fourteen (14) consecutive calendar days before becoming effective.

## **ARTICLE 3 - RECOGNITION**

The Town recognizes Professional Fire Fighters of Hampden, IAFF, Local 4903 as the sole exclusive bargaining agent composed of regular full-time employees, excluding the Chief for the purpose of bargaining wages, hours of work, working conditions and contract grievance arbitration. All new employees are placed on a six (6) month probationary period, after which they become regular employees.

The union shall have the right to have payroll deductions for employees included within the applicable bargaining unit and subject to the following provisions:

The employer agrees to deduct the union's weekly membership dues and benefit premiums from the pay of those employees who individually request in writing that such deductions be made, and be in a form that is satisfactory to the Town. The weekly payment of Union Dues from the Town to the Union shall be given in a manner agreed

upon between the Town Finance Officer and IAFF Local 4903 Treasurer.

The written authorization for payroll deductions of union membership dues shall be irrevocable during the term of this Agreement except that an employee may revoke the authorization, effective upon the expiration date of this Agreement, provided the employee notifies, in writing, the employer and the IAFF at least thirty (30) days, but not more than sixty (60) days prior to the expiration date of this Agreement.

The authorization for deduction of benefit fund contributions may be stopped at any time provided the employee submits in writing to the employer and the union a sixty (60) day notice of such intent.

#### **ARTICLE 4 - NO DISCRIMINATION BY PARTIES**

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, handicap, or political affiliations. Hampden Fire Employees and IAFF Local 4903 shall share equally with the Town the responsibility for applying this provision of the Agreement. Hampden Fire employees and the Town mutually agree not to interfere.

#### **ARTICLE 5 - HOURS OF WORK AND OVERTIME**

1. **DUTIES** - The duties of the Fire Fighter shall be the prevention, control, and extinguishing of fires, training, fire company housing inspections. EMS (Emergency Medical Services), and routine maintenance such as painting, cleaning, sweeping, minor repairs of the Fire Department buildings, upkeep of the Fire Department grounds, routine maintenance of the Department equipment, the operation of the emergency ambulance including public education, & private services when designated by the Public Safety Director or his designee for the protection of the public interest or any other related duties. It shall be the responsibility of any Officer and any Fire Fighter having custody of any equipment to see it is properly cared for, kept clean, and returned to its place for storage. Fire Fighters shall not, as a part of any tour of duty, be required to burn brush, grass, or debris regardless of whether it is public or private property. Be required to; flush, maintain, paint or remove snow from fire hydrants.

The above will not restrict employee collateral duties (ie Vehicle Maintenance, Public Education) as agreed to between the employee and the Public Safety Director. Collateral duties shall not constitute a past practice.

The above will not restrict volunteer duties providing it does not adversely affect non-volunteers. Volunteer duties shall not constitute a past practice.

Duties of the positions of Captain, Lieutenant, Fire Inspector, Code Enforcement Officer, and Building Inspector will include the above plus the job descriptions

2. HOURS WORKED - The regular work week for employees covered by this Agreement shall consist of forty-two (42) hours per week, averaged over two months. For the purpose of this contract, any reference to a "week", will imply a forty-two hour work week. Employees will also be required to work "reasonable overtime". This provision shall not exclude "swap time" or "exchange time" voluntarily done between The Professional Fire Fighters of Hampden, IAFF Local 4903 members with the permission of the Public Safety Director or designee. Swap time or exchange time shall not be construed as overtime. For the purposes of the Article, "hours worked" shall mean only hours actually worked, vacation and bereavement leave. For the purpose of this Article, "hours worked" shall NOT include hours compensated for by:

- A. Holiday base pay
- B. Sick leave pay
- C. Reserve service leave or military leave
- D. Jury pay
- E. Worker's Compensation pay

The Public Safety Director shall maintain the right to change the schedule within the forty-two (42) hour work week.

3. COURT TIME - Any employee required, during his/her off duty time, to appear at Maine District Court, Superior Court or US District Court civil hearings or other hearings as may be designated by the Town Manager, to be a witness in any manner arising out of the performance of duty, shall receive a minimum of four (4) hours pay at the rate of one and one-half times the base hourly rate computed to the nearest half (1/2) hour. The employee shall turn over to the Town all witness fees or other payments paid directly to him for the Maine District Court, Superior Court or US District Court, or other specified hearings, because of the employee being a witness, and for which time he was compensated by the Town pursuant to this section.

4. OVERTIME - The Town agrees that the regular full-time employees of the Hampden Fire Department, if off duty and available, shall have preference to work shifts that become available due to authorized leave or sick time. On any day that only one fire fighter is scheduled for shift coverage, available full-time personnel shall be given preference for that position. On those days when shifts are scheduled with more than one full-time person, the Town retains the right not to fill the vacated fire fighter shift.

Posted overtime will be offered to union fire fighters first, then any other qualified full-time employees, then shift qualified on-call personnel.

The following exceptions to the preference schedule shall be:

- A. No employee shall work more than forty-eight (48) consecutive hours without approval of the Public Safety Director or their designee
- B. Employees on bereavement leave
- C. Hours needed to cover management personnel

All employees covered by this Agreement shall receive one and one half (1 1/2) times their regular rate of pay for all hours worked in excess of the scheduled work week.

## **ARTICLE 6 - CALL BACK TIME**

Any employee called to work, outside of his/her regularly scheduled shift, shall be paid for a minimum of four (4) hours at a rate of one and one half (1 1/2) times the base hourly rate. Call back time shall not be earned when held over after the end of an assigned duty shift; the employee will only be paid for those hours worked over and above the scheduled shift. (See Appendix A for pay rate information)

## **ARTICLE 7 - HOLIDAYS, SICK, VACATION, & COMPENSATORY TIME**

### **HOLIDAYS**

Shift Employees will be paid 10 hours for each holiday. If a shift employee is sick on a paid holiday, the employee will be paid 10 hours for holiday pay and the remainder of the shift will be sick time. If the shift employee is working on the holiday, the shift employee will be paid 15 hours of holiday pay with the exception of Patriots Day and the day after Thanksgiving. Employees that work a day shift schedule will receive the holiday as a full day off with pay, either or 10 or 11 hours depending on the approved work schedule for the employee for the day of the week the employee is scheduled. Paid holidays are as follows:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

### **SICK TIME**

While on the current schedule full-time employees shall be entitled to accrue sick leave at the rate of twelve (12) hours for each calendar month of service up to a maximum of

one thousand and eight (1008) hours.

Whenever possible, the employee shall notify his/her supervisor at least three (3) hours before the beginning of his/her scheduled shift as to his/her unexpected absence due to personal sickness.

Accumulated sick leave with pay can only be taken for an employee's sickness or injury, or, with the approval of the Public Safety Director or designee (such approval not to be unreasonably withheld), immediate family's sickness or injury, except when an employee is confined due to an officially posted quarantine. An employee on sick leave may be assigned other work which he is physically able to perform.

If requested, an employee must provide satisfactory medical evidence to substantiate time lost because of sickness or injury.

See attached appendix B - Family Medical Leave Act

Upon separation from Town employment, if the employee leaves in good standing, the employee will be paid 1/4 (25%) of accrued sick time. In case of the death of the employee, the employee's estate will be paid. In the case of death on active duty 100% of accrued sick time will be paid to the employee's estate.

## **VACATION**

Each full-time employee in continuous service with the Fire Department shall be entitled to vacation during each anniversary year as listed below:

### **Year 1 of the Contract**

- B. Having completed up to five (5) years - eighty-four (84) hours (7 hours per month)
- C. Having completed more than five (5) years of continuous service and less than ten (10) years - one hundred and twenty-six (126) hours (10.5 hours per month)
- D. Having completed more than ten (10) years of continuous service and less than twenty (20) - one hundred and sixty-eight (168) hours (14 hours per month)
- E. Having completed more than 20 years of continuous service - two hundred and ten (210) hours (17.5 hours per month)

### **Year 2 & 3 of the Contract (Shift Employees)**

- A. Having completed up to five (5) years- ninety-six (96) hours (8 hours per month)
- B. Having completed more than five (5) years of continuous service and less than ten (10) years - one hundred and forty-four (144) hours (12 hours per month)
- C. Having completed more than ten (10) years of continuous service and less than twenty (20) - one hundred and ninety-two (192) hours (16 hours per month)
- D. Having completed more than 20 years of continuous service - two hundred and forty (240) hours (20 hours per month)

### **Year 2 & 3 of the Contract (Day Employees)**

- A. Having completed up to five (5) years - eighty-four (84) hours (7 hours per month)
- B. Having completed more than five (5) years of continuous service and less than ten (10) years - one hundred and twenty-six (126) hours (10.5 hours per month)
- C. Having completed more than ten (10) years of continuous service and less than twenty (20) - one hundred and sixty-eight (168) hours (14 hours per month)
- D. Having completed more than 20 years of continuous service - two hundred and ten (210) hours (17.5 hours per month)

The time earned may be granted for leave at the discretion of the Public Safety Director or designee.

One week of vacation pay shall be equivalent to one (1) weeks wages as shown in the Article on wages.

Annual leave will be accounted for on an anniversary year basis. Leave shall be granted according to seniority, provided that the vacation schedule shall be arranged so that all fire fighters will have the opportunity to take at least one (1) week of vacation during the period of June 1<sup>st</sup> to August 31<sup>st</sup>. The Public Safety Director shall schedule vacations in accordance with departmental operational needs.

Pay for unused vacation may be authorized at any time by the Town Manager with recommendation from the department head.

Any employee who is separated from service by layoff, resignation, death or otherwise, shall be paid, or shall have payment made to his/her estate, for the number of working hours of accrued unused vacation leave up to the maximum allowed under this Article, after one (1) year of continuous service.

## **COMPENSATORY**

Employees are eligible for compensatory time off in lieu of overtime. Compensatory time shall accrue at the rate of 1.5 hours for each hour worked in excess of the normal work schedule. It will not accrue if a sick day occurs in the same week. It would then be considered straight time. An employee may not use more than 144 total hours of compensatory time, as time off, within a single fiscal year. Compensatory time earned after using 144 hours, as time off, will be paid to the employee before the end of the fiscal year or carried over as described below.

Pay for unused compensatory time may be authorized at any time by the Town Manager with recommendation from the department head.

Any employee who is separated from service by layoff, resignation, death or otherwise, shall be paid, or shall have payment made to his/her estate, for the number of working hours of accrued unused compensatory time, after one (1) year of continuous service

## **ACCRUAL FROM FISCAL YEAR TO FISCAL YEAR**

Unused vacation and compensatory may accrue from one fiscal year to the next up to a combined total of ninety-six (96) hours.

## **ARTICLE 8 - BEREAVEMENT LEAVE**

The Public Safety Director shall grant bereavement leave from all of an employee's scheduled hours for up to three (3) days, with pay, if the employee is scheduled to work, in the event of the death in the immediate family of a full-time employee. Immediate family shall mean: FATHER, MOTHER, SISTER, BROTHER, HUSBAND, WIFE, GRANPARENT, GRANDCHILD, DOMESTIC PARTNER, SON, DAUGHTER, FATHER-IN-LAW and MOTHER-IN-LAW.

In addition to the foregoing, the Public Safety Director may approve up to one (1) day, with pay, if the employee is scheduled to work, for attendance at the funeral of an intermediate family member. Intermediate family shall mean: AUNT, UNCLE, COUSIN, NIECE, NEPHEW, STEPFATHER, STEPMOTHER, BROTHER-IN-LAW, SISTER-IN-LAW, PERSONS SHARING A RESIDENCE, or "SOMEONE CLOSE TO YOU."

The Town Manager may extend the leave to a maximum of all of an employee's scheduled hours for up to five (5) days when distance or unusual circumstances exist.

## **ARTICLE 9 - MILITARY LEAVE**

For pay purposes only, a full-time employee who is a member of the National Guard or any branch of the Armed Forces of the United States and is required to undergo field training, shall be allowed a leave of absence with pay for the period of such training, but not to exceed two (2) weeks in any one year. The amount of his/her compensation shall be the difference between his/her military pay and his regular salary as an employee of the Town. If his/her compensation by the military is equal to or greater than his/her regular Town salary, no additional Town payment will be made.

## **ARTICLE 10 - JURY DUTY**

Employees shall be granted a leave of absence with pay any day they are required to report for jury duty or jury service. Employees will be paid the difference between any jury duty compensation they receive and their regular wages.

Employees excused from jury duty must report back to work during their normal work or duty hours.

## **ARTICLE 11 - INVESTIGATIONS, DISCIPLINARY ACTION and REPRIMANDS**

### **1. INVESTIGATIONS**

- A. Members of the Fire Department hold a unique status as public officers, and the security of the Town and its citizens depends, to a great extent, upon the manner in which members of the department perform their manifold duties. The performance of such duties involves the members in all manner of contact and relationships with the public.
- B. Out of such contacts and relationships, together with all other aspects of the employees job performance, may arise questions concerning the actions of members of this department. Such questions may require prompt investigation by the department head or their designee.
- C. To ensure that such investigations are conducted in a manner conducive to good order and discipline, while observing and protecting the individual rights of each member, the following rules of procedure are established:
  - 1. As much as possible, any questions of the investigated member will be conducted at a reasonable time, taking into consideration the working hours of the member and the legitimate interests of the department.
  - 2. The questioning of the investigated member will be tape recorded

and the tape preserved by the investigation officer until the investigation is resolved. A copy of tape shall be provided to the member upon his/her written request.

3. The department head or their designee may suspend, with pay, any employee covered by this Agreement, pending investigation.
4. Polygraphs shall not be used for internal investigations.

## 2. DISCIPLINARY ACTION

- A. No disciplinary action shall be taken by the department head or their designee against any member of the department covered by this Agreement without due notice and an opportunity to be heard before the department head or their designee.
- B. Members shall be informed of the results of the investigation and shall be given eight (8) administrative working days' notice of the opportunity to be heard. The member may be accompanied by a representative of the IAFF, PFFM, or Local at the meeting. The member shall have the right to have counsel speak on his/her behalf.

- C. The appearance before the department head or their designee shall be informal in nature. If the department head or their designee finds there is "just cause" for taking disciplinary action, he may:

1. Suspend the member for not more than ninety-six (96) hours;

OR

2. In lieu of suspension, require the member to attend a corrective school of counseling on off duty time without pay.

If it is determined by the department head or their designee that just cause exists for demotion, discharge, or for suspending him for a period greater than ninety-six (96) hours, the department head or their designee shall submit a written recommendation to the Town Manager.

For the purpose of this section, "disciplinary action" shall not include suspension with pay pending investigation and/or appearance before the department head, or oral or written reprimands when not accompanied by suspension without pay, demotion or discharge.

- D. No written reprimand shall be placed in a members personnel file and/or records unless the member is first given a copy of the written reprimand. The member shall have the opportunity to respond, in writing, and the writing shall be placed in the members file. Such written refutations by the

member must be submitted to the department head or their designee within eight (8) administrative working days after the member has received a copy of the reprimand or the member's response will not be placed in his/her file.

- E. All written reprimands and reports of disciplinary action (except instances involving suspension, demotion or discharge) shall be removed from the personnel file and/or records two (2) years after the incident involved, unless during that year, the member has had subsequent action taken against him involving other incidents. Under no circumstances shall the written reprimand or report of disciplinary action remain in the member's personnel file and/or records for more than two (2) years except instances of suspension, demotion or discharge, which shall always remain in the file.
- F. The Town Manager or designee, may, upon recommendation of the department head, demote, suspend, or discharge an employee for just cause. Any period of suspension shall be without pay and shall not exceed one hundred ninety-two (192) hours.
- G. A written notice of the reason for any of the above actions shall be furnished to the employee within five (5) days after the effective date of such action.

## **ARTICLE 12 - GRIEVANCE PROCEDURE**

Should the Union or one of its members feel aggrieved concerning the interpretation, meaning or application of any provisions in this Agreement, the Union may seek adjustment of the grievance as follows:

- A. **ADJUST DISPUTE** - The employee aggrieved by this dispute shall attempt to adjust the dispute verbally, within eight (8) administrative working days of knowledge of the dispute, with the Public Safety Director. A union representative shall accompany the aggrieved to this verbal meeting.
- B. **GRIEVANCE IN WRITING** - If the Union is dissatisfied with the oral decision of the Public Safety Director, it may, within eight (8) administrative working days, present the grievance in writing to the Public Safety Director. The Public Safety Director is then required to make his/her decision in writing and present it to the Union within eight (8) administrative working days.
- C. **APPEAL TO THE TOWN MANAGER** - If the Union and the Public Safety Director have not resolved the grievance within eight (8) administrative working days, from the date of the Public Safety Directors written decision, and the Union

wishes to continue the grievance process, the Union shall submit the details of such grievance, in writing, to the Town Manager. Within eight (8) administrative working days thereafter, the Town Manager shall meet with the representative of the Union for the purpose of adjusting or resolving such grievance. The Town Manager shall render a written decision to the Union leadership within eight (8) administrative working days after said meeting.

- D. In the event that the decision of the Town Manager rendered pursuant to Section C of this Article is not acceptable to the Union they may, within thirty (30) administrative working days thereafter, request that the matter be submitted to arbitration by notifying the other party in writing. The arbitration proceedings shall be conducted by an arbitrator to be selected by the Town and the Union within ten (10) administrative working days after notice has been given. If the parties fail to select an arbitrator, the Union may request the Maine Board of Arbitration and Conciliation to provide an arbitrator in accordance with the Maine Board of Arbitration and Conciliation rules. The decision of the arbitrator shall be final and binding on the parties. The arbitrator shall be requested to issue his/her decision to both parties within thirty (30) days after the testimony and argument. Expenses for the arbitrator's services and the proceedings shall be borne equally between the Town and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and the arbitrator. This section shall be subject to Title 26, and any subsequent changes therein, during the life of this contract.
- E. The time limits for processing of grievances may be extended by written consent of both parties.
- F. Nothing in this Article shall diminish the right of any employee covered hereunder to present his/her own grievance as set forth in Title 26, M.R.S.A., except that the decision to present his/her own grievance must be made prior to Section B of this Article, and must be made within five (5) administrative working days after the decision rendered as a result of Section B of this Article.
- G. Therein:

The Union agrees to fulfill its duties to represent all employees in the bargaining unit and to handle grievances for all employees in the bargaining unit, not merely for its members. The Town acknowledges the right of the union to require from those non-members payment equal to the amount spent representing those same non-members. The costs shall include, but not be limited to, reasonable fees for employee representative services and expenses, attorney's fees and expenses, arbitrator's fees and expenses, plus whatever other charges as the union may rightfully charge for the services rendered. The union shall indemnify and hold the employer harmless against

any and all claims, suits, orders or judgements brought, or issues against the employer under the provisions of this Article.

### **ARTICLE 13 - UNION ACTIVITIES**

All employees covered by this Agreement who are officers of the union shall be allowed time off with pay for scheduled official union business with representatives of management, provided there is sufficient manpower available to cause no interference with departmental operations. It is understood and agreed that all employees have productive work to perform and will not leave their jobs during work hours to attend to union matters except as provided above, and except when a member of the Grievance Committee is investigating a grievance, and only with the approval of the department head.

Any Officer of Local 4903 shall be allowed to perform Union Activities during their shift, provided there is sufficient manpower available to cause no interference with departmental operations.

The Town shall be provided with a list of current officers of the union and members of the Grievance Committee.

### **ARTICLE 14 - PRIVATE SERVICES**

The Town agrees that regular full-time employees, if off duty and available shall have preference for all fire and EMS duties or assignments which come under the Town's jurisdiction and where fire guidance, surveillance or presence is required according to seniority by a rotating schedule.

Private services shall mean services authorized by the department head, but paid for by the individual or party requesting the service.

Payment per event will be \$125.00 or time and one half (1 1/2) the regular hourly rate, whichever is greater.

### **ARTICLE 15 - WORK FORCE**

When a job opening occurs within the bargaining unit which is to be continued as a classified position other than a temporary opening as defined below - in any existing job classification or as a result of the development or establishment of new job classifications - a notice of such openings shall be posted on all bargaining unit bulletin boards for five (5) consecutive days. A temporary position is one that is of short duration with no expectation of long term employment or to fill an emergency position. During this period, employees who wish to apply for the open position or job, including employees on layoff, may do so.

Any full-time employee of the Fire Department may be considered for new job classifications within the scope of fire related activities. Applications shall be in writing and shall be submitted to the Public Safety Director.

LAYOFF/REHIRE - At such time as is warranted, due to budgetary restrictions, that a vacancy becomes necessary in a full-time employee position, a seven (7) day written notice of impending layoff must be given by the employer.

Layoff of employees shall be by reverse seniority with the employee of less than full-time status being first laid off. At such time of layoff, the town shall pay all accrued vacation days.

Any employee on layoff status shall have recall rights to any vacant position within their classification for a period of twelve (12) months. No new employee shall be hired until all employees on layoff status have been offered the vacant position.

If the employee is rehired within twelve (12) months, he shall be reinstated to his/her former longevity status and all prior service with the town accredited in regards to annual leave, sick leave, retirement benefits, pay status and education incentive.

## **ARTICLE 16 - BULLETIN BOARDS**

The Town shall permit the reasonable use of bulletin boards by the union for the posting of notices of a non-controversial nature relating to the union's business.

## **ARTICLE 17 - SAFETY ITEMS**

The following safety items shall be made available to help insure the safety of the employees and the people they serve:

1. It shall be the responsibility of the employer (Town of Hampden) to see that equipment is maintained in a safe operating condition. It shall be the responsibility of the duty fire fighters to check equipment on a regular basis and record that information on the forms provided. The Public Safety Director or their designee should be notified of any problems that are found.

See Town Safety Clause - Appendix B

## **ARTICLE 18 - CLOTHING ALLOWANCE**

The Town agrees to pay one hundred percent (100%) of the cost of the normal acquisition & maintenance of uniforms & the repair or replacement of non-serviceable

uniforms for full-time fire fighters. Day Employees shall be entitled to allowances for 1 set of uniforms for each work day of the week, annually. Shift employees shall be entitled to allowances for 1 set of uniforms for each work shift per week, but not less than 3 sets, annually.

Upon hire a new employee will receive the following items:

1. Short Sleeve Duty T-Shirt (Quantity based on work schedule above)
2. Long Sleeve Duty T-Shirt (Quantity based on work schedule above)
3. Short Sleeve Duty Polo Shirt (Quantity based on work schedule above)
4. Duty Pants (Quantity based on work schedule above)
5. Fire Job Shirt or "Hoodie" type Sweatshirt (Employee Preference)
6. Short Sleeve Class "B" Uniform Shirt (2)
7. Long Sleeve Class "B" Uniform Shirt (1)
8. Winter Duty Jacket
9. Baseball Hat (2)
10. Winter Hat
11. Black Duty Boots

Boots will be replaced as necessary not to exceed \$250.

After 5 years of service all full-time employees will be supplied with a Class "A" Uniform, at the Town's Expense, as specified in the "Public Safety Dress Uniforms" General Order. If an employee chooses to purchase a Class "A" Uniform prior to achieving 5 years of service the employee may submit for reimbursement of the purchase when they reach 5 years of service.

## **ARTICLE 19 - PERSONAL EFFECTS ALLOWANCE**

The Town agrees to repair or replace items of personal property damaged in the line of duty, i.e. eye glasses, cell phones, dentures, hearing aids, at the actual replacement cost. The Town agrees to replace clothing up to a maximum of \$125, watches to a maximum of \$50, and cell phones up to \$250.

Employees will deposit in their personnel file record receipts for eye glasses, dentures and hearing aids.

Personal effects do not include jewelry, rings and other unnecessary items. Any unusual circumstances may be reviewed by the Town Manager if requested.

The Town shall require proof that the above items were damaged or lost in the line of duty.

## **ARTICLE 20 - EDUCATION INCENTIVE PROGRAM**

### **1. WORKSHOPS, SEMINARS or CONFERENCES**

The Town agrees to pay reasonable expenses not otherwise funded, including registration fees, meals, lodging and/or transportation costs incurred by employees who attend job related workshops, seminars or conferences which are approved by the Public Safety Director or designee.

### **2. COLLEGE CREDIT COURSES**

The Town agrees to pay one hundred percent (100%) of tuition and book expenses not otherwise funded, for one (1) course per semester for up to three (3) full-time fire fighters. This provision applies for courses up through the associate and bachelor degree levels. The student will be responsible for transportation and other related expenses.

### **3. CONDITIONS**

Workshops, seminars, conferences, or college courses must be job related as determined by the department head and the Town Manager. When possible, work schedules may be changed to facilitate attendance of selected courses. Prior approval of schedule change will be determined by the department head and/or Town Manager.

## **ARTICLE 21 - INSURANCE and PENSIONS**

- A. Workers Compensation in accordance with State of Maine Statutes will be provided by the Town.
- B. The Town agrees to pay 100% of the premium for health insurance for each employee for coverage under the Town's Maine Municipal Employees Health Trust major medical plan policy. Any change in the health insurance plan from the plan in effect on the effective date of this contract (PPO 2500 with 90 % Med-A-Vision Plan) will require agreement from IAFF Local 4903.
- C. The Town maintains the right to change insurance companies or to self-insure provided the coverage or benefits are ratified by IAFF Local 4903. To that end, the Town agrees provide 1 weeks' notice to the Local President or designee of any and all meetings<sup>1</sup> regarding, but not limited to, a change in vendor, a change

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<sup>1</sup> Meetings shall include, but not limited to: Public Meetings, Council Meetings, Council Committee Meetings, Council Subcommittee Meetings, Working Group Meetings, Workshops, etc. Meetings shall not include conversations between up to 3 Staff members or up to 2 Councilors on the topic of health insurance.

- on any portion of the Health Insurance Plan, Coverages, Premiums, Dental, Vision, cost to employees, etc.
- D. IAFF Local 4903 and the Town agree to re-open the Health Insurance Article during the term of this Agreement upon either party receiving a 10-day notice to bargain the Article. The parties agree that any negotiated changes to the Article will be mutually agreed upon. In the event the parties cannot agree upon changes, the contract will remain unchanged and will remain in force as written.
  - E. With regard to the insurance premium for an employee's dependents eligible to be covered by the policy's single parent or family plan, the Town will assume seventy percent (70%) of the additional cost over the individual coverage. Any additional cost shall be paid by the employee through weekly payroll deductions.
  - F. The Town will pay the cost for participation in the Dental Plan - (Care Pak I) for each full-time unit member up to a maximum monthly amount of twelve dollars and fifty cents (\$12.50) per employee. The cost of dependents coverage to be funded by said employee on a "premium paid by the employee basis".
  - G. The Town will pay the full cost of Life Insurance under the policy for each full-time unit member. This is thirty thousand dollars (\$30,000) coverage with double indemnity for accidental death. This insurance can be of the term insurance type.
  - H. The Town will make available Income Protection Insurance (non-service connected disability insurance) on a "premium paid by the employee" basis.
  - I. The Town will pay Social Security in accordance with Federal Laws and Regulations.
  - J. The Town will make available to all employees retirement benefits offered either by I.C.M.A or the Maine State Retirement system. Town contribution percentage for I.C.M.A is 10%, and as an incentive to encourage employee retirement savings, the Town will offer an additional 0.5% contribution to the I.C.M.A 401 plan if the employee contributes a minimum of 2% to an I.C.M.A 457 plan. If the employee reduces his/her contribution, the percentage contribution to I.C.M.A 401 plan reverts back to 10%. If the Town contribution to the Maine State Retirement Plan 3C drops below 10% the Town contribution to the I.C.M.A. 401 plan will match the MSRS percentage but will increase back to 10% if the MSRS contribution increases to or above 10%. The Town contribution for Maine State Retirement shall be the program required percentage for MSRS Plan 3C.
  - K. The Town will make available to all employees retirement medical benefits offered by I.C.M.A. Retirement Corp. The Town will agree to contribute compensation equal to eight (8) hours per month per employee upon that employee accumulating his or her maximum sick time of 1008 hours. Employees may also contribute vacation or earned comp time into the medical account.
  - I. Option to stay on Town's health insurance at employee expense upon retirement.

## ARTICLE 22 - LEGAL AID AND PROTECTION

The Town agrees to provide legal services to employees charged with complaints arising out of and in the course of employment, when in the sole judgement of the Town Manager, the employee was acting within written departmental rules and regulations and within civil and criminal laws, and such legal services are warranted.

A steering/safety committee may be impaneled as a form of appeals process for union members.

## ARTICLE 23 - WAGES

Employees shall be compensated in accordance with the wage schedule attached to this Agreement in "Appendix A." Placement on the wage schedule will be per the following:

<b>Position</b>	<b>Year 1 Wage Scale Grade</b>	<b>Year 2 &amp; 3 Wage Scale Grade</b>
Fire Fighter	10	11
Fire Fighter/Paramedic	11	12
Building Inspector/Fire Fighter	12	13
Building Inspector/Fire Fighter/Paramedic	13	14
Code Enforcement Officer/Fire Fighter	12	13
Code Enforcement Officer/Fire Fighter/Paramedic	13	14
Lieutenant	14	15
Captain	15	16

### **Year 2 & 3 of the Contract Shift Grade Increase (regardless of rank)**

Assigned to a Non-24 Hour Shift: +1 Grade

## **Employee Years of Employment Steps**

Year 1 of Employment: Step A  
Year 2 of Employment: Step B  
Year 3 of Employment: Step C  
Year 4 of Employment: Step D  
Year 5+ of Employment: Step E

Notwithstanding the above step increases the Public Safety Director may place a new hire on a Step above "A" upon hire depending on qualifications or years of service in the Fire Service. If a new hire is placed on a Step above "A" upon hire the new hire will increase 1 step after each year of service until they reach Step "E."

## **Cost of living**

Cost of Living increases will be made on July 1 of each year of this contract and shall be an increase percentage of the greater of that year's Social Security cost of living adjustment or that year's COLA provided to non-union Town employees, but in no case will the annual COLA increase be less than a minimum of one percent (1%).

## **ARTICLE 24 - PRINTING**

The Town agrees to supply the Union with twelve (12) copies of this Agreement within a reasonable period after the execution of this Agreement.

## **ARTICLE 25 - SAVINGS CLAUSE**

This Agreement constitutes the entire and complete Agreement between the parties and concludes the collective bargaining on any subject, whether or not included in this Agreement. Further negotiation or bargaining regarding the terms of this Agreement shall not be undertaken except as provided by law. If any Article, provision or clause of this Agreement shall be held by any court or other authorized agency or administrative body to be void, unenforceable or illegal, the remainder of this Agreement shall still be considered valid and in full force and effect. In other words, the failure of any portion of this Agreement shall not result in the failure of the entire Agreement.

## **ARTICLE 26 - TRAINING**

Both the Town and the Union agree that all Fire Fighters should, when available, take refresher courses and receive additional training in occupational courses related to their employment with the Department. All off-duty instruction which the Fire Fighter has been directed or mandated to attend shall be added to the "hours worked" for the computation of overtime.

Any State mandated EMS license upgrade for EMT and above shall be fully compensated by the Town.

The following times will be excluded from training:

1. Holidays.
2. Scheduled Union Meetings.

Travel time to and from training, as well as preparation before and clean up afterwards, shall be considered training time.

Consideration shall be given to weather, temperature, humidity and other adverse conditions in determining the type and location of training or its cancellation.

Night trainings will not be scheduled to extend after 21:00.

Exceptions may be made with prior approval by both the Union and the Town and shall be posted in advance.

This Agreement will not restrict volunteer training providing it does not adversely affect non-volunteers. Volunteer training shall not constitute a past practice.

All notices of outside job-related training possibilities shall be posted. Any employee wishing to attend any outside training shall, with the approval of the Public Safety Director or designee, be allowed to attend at the Town's expense. The Town will post training opportunities available for employees, but will not be required to pay for employee participation in any training being offered, except with the approval of the Public Safety Director.

## **ARTICLE 27 - VISITS BY UNION REPRESENTATIVES**

The Town agrees that accredited representatives of IAFF or PFFM, including local representatives, state representatives, district representatives and international representatives shall have access to the premises of the Town for the purpose of transacting business within the scope of representation.

## **ARTICLE 28 - LICENSE REQUIREMENTS**

Employees are required to have and maintain a valid Maine motor vehicle operator's license. Employees hired prior to 7/1/2015 will maintain their current level of Maine EMS Licensure for the duration of their employment. Employees hired after 7/1/2015 will be required to achieve Maine Paramedic Licensure within 18 months of hire, extension of said time may be permitted at the discretion of the Public Safety Director upon employee achievement of training or licensure benchmarks as may be established at

the time of hire, and maintain Maine Paramedic Licensure for the duration of their employment. The positions of Inspector and Code Enforcement Officer may be exempted from this requirement by the Public Safety Director.

## **ARTICLE 29 - STRIKE/LOCKOUT**

The Town and the Union subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of work. During the term of this Agreement, neither the Union nor its agents or any employee, for any reason will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the employer. During the term of this Agreement, neither the employer nor its agents for any reason shall authorize, institute, aid or promote any lockout of employees covered by this Agreement.

## **GLOSSARY**

<b>ADMINISTRATIVE WORKING DAYS:</b>	Days that the Town Administrative offices are open for public business
<b>DISCHARGED:</b>	Disciplinary action, final, dismissed from employment
<b>EMERGENCY:</b>	Situations requiring immediate response when called by duty personnel
<b>IAFF:</b>	International Association of Fire Fighters, AFL-CIO, CLC
<b>JUST CAUSE:</b>	A cause based on reasonable grounds
<b>NON-EMERGENCY:</b>	Situations NOT requiring immediate response when called by duty personnel
<b>PFFM:</b>	Professional Fire Fighters of Maine
<b>RETIREMENT:</b>	Separation of employment, in good standing, after 15 years of full time employment
<b>SHIFT QUALIFIED:</b>	Shift qualified employees are to be: Fire Fighter II certified, hold a Maine EMT license and have successfully completed in-house training. Cleared to drive and operate all equipment on apparatus including the pump. Movement to "shift qualified" status will be at the discretion of the Public Safety Director.
<b>SUSPENSION:</b>	Disciplinary action, time off without pay
<b>WORK WEEK:</b>	42 hours

AGREEMENT between the Town of Hampden and The Professional Fire Fighters of Hampden, IAFF Local 4903.

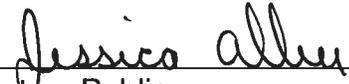
July 1, 2018 - June 30, 2021

**For the Town of Hampden:**

Dated: 5/14/18, 2018 /s/   
Town Manager, Town of Hampden

STATE OF MAINE  
PENOBSCOT, SS.

Then personally appeared before me the above-subscribed, Angus Jennings, known to me, to be the Town Manager of the Town of Hampden, and the same person who executed the foregoing instrument; and he acknowledged that he executed the foregoing instrument on behalf of the Town of Hampden to be his free act and deed in his official capacity.

Dated: 5/14/18, 2018   
Notary Public

**Jessica Albee**  
My Commission expires: Notary Public, State of Maine  
~~My Commission Expires October 28, 2023~~

**For The Professional Fire Fighters of Hampden, IAFF Local 4903:**

Dated: 5/10/18, 2018 /s/   
President, IAFF Local 4903

STATE OF MAINE  
PENOBSCOT, SS.

Then personally appeared before me the above-subscribed, Myles M. Block, known to me, to be the President of The Professional Fire Fighters of Hampden Maine, IAFF Local 4903, and the same person who executed the foregoing instrument; and he acknowledged that he executed the foregoing instrument on behalf of The Professional Fire Fighters of Hampden Maine, IAFF Local 4903 to be his free act and deed in his official capacity.

Dated: 5/10/18, 2018   
Notary Public

**Paula A. Scott**  
**Notary Public - Maine**  
My Commission expires: My Commission expires Feb. 22, 2021

## Appendix A

<<Insert Town Wage Scale Here>>

Wage Scale 2018/2019				APPROVED 5-9-18		
TOWN OF HAMPDEN		Annual Salary		Police Fire COLA 2.0%		
PAY SCALE - POLICE & FIRE UNIONS		Hourly wage				
STEPS						
GRADE	A	B	C	D	E	F
1	\$24,838 11.9414	\$26,080 12.5384	\$27,384 13.1653	\$28,753 13.8236	\$30,191 14.5148	\$31,700 15.2405
2	\$26,080 12.5384	\$27,384 13.1653	\$28,753 13.8236	\$30,191 14.5148	\$31,700 15.2405	\$33,285 16.0026
3	\$27,384 13.1653	\$28,753 13.8236	\$30,191 14.5148	\$31,700 15.2405	\$33,285 16.0026	\$34,950 16.8027
4	\$28,753 13.8236	\$30,191 14.5148	\$31,700 15.2405	\$33,285 16.0026	\$34,950 16.8027	\$36,697 17.6428
5	\$30,191 14.5148	\$31,700 15.2405	\$33,285 16.0026	\$34,950 16.8027	\$36,697 17.6428	\$38,532 18.5250
6	\$31,700 15.2405	\$33,285 16.0026	\$34,950 16.8027	\$36,697 17.6428	\$38,532 18.5250	\$40,459 19.4512
7	\$33,285 16.0026	\$34,950 16.8027	\$36,697 17.6428	\$38,532 18.5250	\$40,459 19.4512	\$42,481 20.4238
8	\$34,950 16.8027	\$36,697 17.6428	\$38,532 18.5250	\$40,459 19.4512	\$42,481 20.4238	\$44,606 21.4450
9	\$36,697 17.6428	\$38,532 18.5250	\$40,459 19.4512	\$42,481 20.4238	\$44,606 21.4450	\$46,836 22.5172
10	\$38,532 18.5250	\$40,459 19.4512	\$42,481 20.4238	\$44,606 21.4450	\$46,836 22.5172	\$49,178 23.6431
11	\$40,459 19.4512	\$42,481 20.4238	\$44,606 21.4450	\$46,836 22.5172	\$49,178 23.6431	\$51,636 24.8252
12	\$42,481 20.4238	\$44,606 21.4450	\$46,836 22.5172	\$49,178 23.6431	\$51,636 24.8252	\$54,218 26.0665
13	\$44,606 21.4450	\$46,836 22.5172	\$49,178 23.6431	\$51,636 24.8252	\$54,218 26.0665	\$56,929 27.3698
14	\$46,836 22.5172	\$49,178 23.6431	\$51,636 24.8252	\$54,218 26.0665	\$56,929 27.3698	\$59,776 28.7383
15	\$49,178 23.6431	\$51,636 24.8252	\$54,218 26.0665	\$56,929 27.3698	\$59,776 28.7383	\$62,764 30.1752
16	\$51,636 24.8252	\$54,218 26.0665	\$56,929 27.3698	\$59,776 28.7383	\$62,764 30.1752	\$65,903 31.6840
17	\$54,218 26.0665	\$56,929 27.3698	\$59,776 28.7383	\$62,764 30.1752	\$65,903 31.6840	\$69,198 33.2682
18	\$56,929 27.3698	\$59,776 28.7383	\$62,764 30.1752	\$65,903 31.6840	\$69,198 33.2682	\$72,658 34.9316
19	\$59,776 28.7383	\$62,764 30.1752	\$65,903 31.6840	\$69,198 33.2682	\$72,658 34.9316	\$76,291 36.6782
20	\$62,764 30.1752	\$65,903 31.6840	\$69,198 33.2682	\$72,658 34.9316	\$76,291 36.6782	\$80,105 38.5121
21	\$65,903 31.6840	\$69,198 33.2682	\$72,658 34.9316	\$76,291 36.6782	\$80,105 38.5121	\$84,110 40.4377
22	\$69,198 33.2682	\$72,658 34.9316	\$76,291 36.6782	\$80,105 38.5121	\$84,110 40.4377	\$88,316 42.4596
23	\$72,658 34.9316	\$76,291 36.6782	\$80,105 38.5121	\$84,110 40.4377	\$88,316 42.4596	\$92,732 44.5825
24	\$76,291 36.6782	\$80,105 38.5121	\$84,110 40.4377	\$88,316 42.4596	\$92,732 44.5825	\$97,368 46.8117
25	\$80,105 38.5121	\$84,110 40.4377	\$88,316 42.4596	\$92,732 44.5825	\$97,368 46.8117	\$102,237 49.1522

# CONTRACT

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**Between the**

**Town of Hampden**

**and**

**Hampden Police Department**

**Maine Association of Police Union**

**Effective July 1, 2018 – June 30, 2021**

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ARTICLE #28 - SEVERABILITY AND SAVINGS CLAUSE.....	<u>2020</u>
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## **ARTICLE #1 - DURATION**

Unless otherwise specifically provided for herein, this Agreement shall apply to those employees in the bargaining unit on the date of the signing of this agreement and shall be effective as of the 1<sup>st</sup> day of July, 2018 and shall remain in full force and effect until the 30<sup>th</sup> day of June, 2021. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin not later than ninety (90) days prior to the anniversary date; and be effective during the period of negotiations or until notice of termination of the Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

## **ARTICLE #2 - MANAGEMENT RIGHTS**

Except as explicitly limited by specific provision of this Agreement, the Town shall continue to have the exclusive right to take any action it deems appropriate in the operation of the Police Department and direction of the work force in accordance with its judgment. Such rights shall include, but shall not be limited to, the operation of the Police Department, direction of the working forces, the right to hire, to suspend or to discharge for just cause, to change assignments, to promote, to reduce, or expand the working forces, to transfer, to maintain discipline, to establish work schedules, and to introduce new or improved methods or facilities.

When existing rules are changed or new rules are established they shall be posted on the Union bulletin boards for a period of seven (7) consecutive calendar days before becoming effective.

The union reserves the right to file any grievance of the newly posted rule (s) within the seven (7) consecutive calendar days.

The Union will agree that the rule shall become effective as posted and will be repealed or remain in effect only at conclusion of the grievance procedure.

## **ARTICLE #3 - RECOGNITION**

The Town recognizes Maine Association of Police (MAP) as the sole and exclusive bargaining agent composed of regular, full time police officers to include the rank of Sergeant and below.

This is for the purpose of bargaining wages, hours of work, working conditions and contract grievance arbitration.

## **ARTICLE #4 - PROBATIONARY PERIOD**

Employees that have Maine Criminal Justice Academy certification will serve a six (6) month probationary period from date of hire. Employees that are not MCJA certified will serve a probationary period of at least one year after graduation from the academy or the date the board waives the basic training requirement. The maximum probationary period will not exceed a total of fourteen (14) months from date of hire or applicable State Law. Employees who have not completed their probationary period of service shall have no seniority rights during such probationary period but shall be subject to all other clauses of this Agreement. All employees who have completed the probationary period shall become regular employees and effective as of the date of this contract, the probationary period shall be considered part of the seniority time, provided, however, the Town shall have the right to terminate without compliance with the terms of the Agreement, the employment of any such new employee within the said probationary period.

The Town agrees to give each probationary employee (while the employee remains in a probationary period) a written report of his or her progress as an employee of the Hampden Police Department every three (3) months calculated from the date of employment during the term of the Agreement.

This written report shall include an evaluation assessment from both Management and Patrol Officers. The Patrol Officers must forward their assessment to Management. Management will still hold the exclusive decision of the new employee's probation.

In addition to the above, employees must successfully complete the requirements and receive certification from the Maine Criminal Justice Academy.

## **ARTICLE #5 - NO DISCRIMINATION BY PARTIES**

Employees covered by this Agreement shall have the right to join the Union or to refrain from doing so.

The provisions of the Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, handicap or political affiliation. The Union shall share equally with the Town the responsibility for applying this provision of the Agreement.

All references to employees in the Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include both male and female employees.

The Town and the Union both mutually agree not to interfere with the right of the other with regard to Town and Union activities.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees

in the bargaining unit with no discrimination, interference, restraint or coercion and further agrees not to discriminate, interfere, restrain or coerce employees who are not members of the Union.

“Regular full-time employee” includes officer(s) assigned to Maine Drug Enforcement Agency.

## **ARTICLE #6 - SENIORITY**

### **DEFINITION:**

Seniority means an employee’s length of continuous service with the employer since his last date of hire. Date of hire is the first day full time employment the employee is carried on the payroll.

### **SENIORITY LISTS:**

Once every year the employer shall post on all bulletins a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the Union when it is posted.

### **BREAK IN CONTINUOUS SERVICE:**

An employee’s continuous service record, for seniority purposes, shall be broken by voluntary resignation, discharge for just cause and retirement.

## **ARTICLE #7 - HOURS OF WORK & OVERTIME**

### **SECTION I**

The regular work week for employees covered by this Agreement shall consist of forty (40) hours per week averaged over a calendar year. Employees will also be required to work “mandatory overtime”. This position shall not exclude “swap time” or “exchanged time” voluntarily done between Union members with the permission of the Department Head. Swap time or exchanged time shall not be construed as overtime.

For the purpose of the Article, “hours worked” shall mean only hours actually worked.

Mandatory overtime shall consist of any hours required or assigned above the forty (40) hours scheduled in a given week and shall be paid at the rate of one and one-half (1 1/2) times the base hourly rate computed to the nearest half hour.

Non-mandated overtime shall be paid at the same rate as mandatory overtime if the employee actually worked the forty (40) hour work week.

The complete current schedule shall not be arbitrarily changed and shall only be changed to meet the operational needs of the department. Any such change shall be made known to the employees at least fourteen (14) calendar days before the effective date that the change takes place.

If outside an officer's regularly scheduled work week, he/she shall receive a minimum of two (2) hours, at one and one-half (1 1/2) the officer's regular hourly rate, for scheduled departmental meetings.

## SECTION II - COURT TIME

Any employee required for court duty outside his regularly scheduled shift shall be compensated at one and one-half (1 1/2) times the officer's regular hourly rate (if applicable under Article #7 - hours worked and overtime). However, each employee will be guaranteed three (3) hours for a trial or trials in the AM or PM. If the officer is required to attend both AM and PM court, the officer shall receive a minimum of one (1) hour for the second session.

Other than the hours guaranteed; all hours will be based on time spent at time one and one-half (1 1/2) if applicable.

Officers shall be supplied with an agency cell phone if they desire when they are on call and shall not be required to stay home or in the office without compensation at the rate of one and one-half (1 1/2) times the officer's hourly rate of pay.

Although the Town of Hampden has no control over scheduling or cancellation of any court actions, the Town has agreed to recognize inconveniences that may be caused by these actions to its police officers. When the officer is not notified of the cancellation of a court duty by 12:00 noon on the day prior to the court hearing, he/she will have the option to work three hours of overtime at the Public Safety Building doing approved work, (ie: paperwork, reports, etc.)

## SECTION III - OVERTIME

The Town agrees that the regular full-time employees of the Police Department, if off duty and available, shall have preference to work shifts that become available due to authorized leave or sick time; shifts to be filled according to seniority by a rotating schedule.

The following exceptions to the "preference schedule" shall be:

1. To avoid double shifts.
2. Employees on bereavement leave.
3. Hours needed to cover personnel covered by this Agreement, shall be done by a rotating seniority list of said that become available, shall be at the discretion of the Chief of Police. The Chief of Police may choose to fill any shift with himself.
4. The seniority list for vacant over-time shifts will be recycled on the 1<sup>st</sup> day of each month. For the purpose of overtime assessment, court and Mandatory Meeting hours will not be taken into consideration.

## SECTION IV - COMPENSATORY TIME

By mutual agreement between the Chief and the employee, the employee may request Comp. Time in lieu of overtime and based on the same rate as overtime. Any overtime realized at basic school as well as those workshops, seminars, conferences falling within the work week shall be recognized as Comp. Time. Employees may accumulate eighty (80) hours of Comp. Time per year.

## SECTION V - POSTING OF AVAILABLE SHIFTS

Any scheduled hours that become available due to an approved leave and management feels the need to be assigned shall be posted and assigned as required by Article #7, Section III of this Agreement.

This section shall only pertain to requests made in accordance with regulations of Article #7 of the Agreement. Posting shall remain in effect for four (4) days prior to the available assignment.

## ARTICLE #8 - CALL TIME

Any employee called to work in an emergency, outside of his regularly scheduled shift, shall be paid for a minimum of three (3) hours at a rate of one and one-half (1 1/2) times the base hourly rate. Such call back time shall not be annexed consecutively to either end of a work shift, nor shall such call back time pertain to scheduled overtime hours.

## ARTICLE #9 - VACATION, HOLIDAYS, SICK LEAVE

### SECTION I - VACATION

- A. Officers who have been full-time employees for one or more years shall be entitled to 80 hours of vacation with pay each year.
- B. Officers with five (5) years or more of service shall be entitled to one hundred twenty (120) hours of vacation with pay each year.
- C. Officers with ten (10) years or more of service shall be entitled to one hundred sixty (160) hours of vacation with pay each year.
- D. Officers with twenty (20) years or more of service shall be entitled to two hundred hours of vacation with pay each year.
- E. Vacation time begins accruing immediately and is prorated and banked on the first pay period of each month.
- F. No officer covered by this Agreement shall carry over more than eighty (80) hours (vacation/compensatory combined) into the next year.
- G. At no time will any officer be forced to take a vacation day.
- H. All earned and unused holidays shall be paid to employees upon good standing separation from service, or his/her beneficiary or estate upon his death. "Good Standing" shall mean a written fourteen (14) day notice in advance of the last day worked in case of

resignation.

- I. All earned and unused vacation time shall be paid to employees or his/her beneficiary upon separation from service. Vacation leave shall be granted according to seniority provided that the vacation schedule shall be arranged so that all police officers will have the opportunity to take a least one (1) week of vacation during the period between June 1<sup>st</sup> and August 31<sup>st</sup>. The Police Chief or his designee shall schedule vacations in accordance with the Department's needs.

## SECTION II - HOLIDAYS

The following holidays shall be paid holidays of all police officers:

- |                          |                                 |
|--------------------------|---------------------------------|
| 1. January 1             | 7. Columbus Day                 |
| 2. Washington's Birthday | 8. Veteran's Day                |
| 3. Patriot's Day         | 9. Thanksgiving Day             |
| 4. Memorial Day          | 10. Day after Thanksgiving      |
| 5. July 4                | 11. December 25                 |
| 6. Labor Day             | 12. Martin Luther King, Jr. Day |

All holidays are referred to as "Major" holidays, with the exception of Patriot's Day and the day after Thanksgiving. These will be referred to as "minor" holidays.

- A. Holiday pay shall be eight (8) hours or ten (10) hours, whichever is applicable, at the police officer's current hourly rate in accordance with Article #26. The majority of hours of any shift must have been worked on the holiday to qualify for a worked holiday.
- B. Hours worked on a holiday shall be paid at one and one half (1 1/2) times the base hourly rate of pay, with the exception of the two "minor" holidays.
- C. Employees may opt to take the holiday as stated above or paid time off. If the employee opts to take the holiday and is scheduled to work, he must seek the approval of the Police Chief or his designee and upon approval, it shall be the employee's responsibility to find a replacement for that shift. Said replacement to be approved by the Chief or his designee.

## SECTION III - SICK LEAVE

- A. Sick leave with pay to be accumulated at the rate of one (1) day for each calendar month of service accumulative to nine hundred sixty (960) hours.
- B. Sick leave shall be charged at the rate of not more than forty (40) hours sick leave for

each week of leave.

- C. The Chief of Police may require as a condition precedent to the payment of sick leave a certificate of a qualified physician certifying as to the conditions of the officer. Certificate must be presented within forty-eight (48) hours after the officer returns to work.
- D. The Town will not be responsible for the medical expense unless the officer is directed to be examined by a physician named by the Town.
- E. Any officer who willfully violates or misuses this sick leave policy or who misrepresents any statement or condition under the sick leave policy will be subject to disciplinary action.
- F. Officers must notify the Chief of Police, his assistant or the CO in charge of the shift, as early as possible, but in any case, no less than one (1) hour prior to starting time, one-half (1/2) hour before beginning of the day shift, in order to draw sick leave benefits, unless a shorter time is approved by the Chief.
- G. Sick leave will not be paid when a police officer is capable of and found other work in the Department.
- H. Any employee absent on sick leave the day of a holiday shall be paid for the holiday and not be charged sick leave.
- I. Upon a Hampden police officer separating from the department in good standing, the Town will pay the officer  $\frac{1}{4}$  (25%) of the officer's accumulated sick time.

## **ARTICLE #10 - BEREAVEMENT LEAVE**

Up to three (3) consecutive working days, with pay, shall be allowed to attend the funeral in the event of death in the immediate family of a full-time employee. Immediate family shall mean father, mother, sister, brother, husband, wife, son, daughter, father-in-law, and mother-in-law. In addition, the Chief of Police may extend the leave to a maximum of five (5) consecutive days when distance or unusual circumstances are factors.

## **ARTICLE #11 - MILITARY LEAVE**

For pay purposes only, a full-time employee who is a member of the National Guard or any branch of the armed forces of the United States and is required to undergo field training, but not to exceed eighty (80) hours in any one year. The amount of his compensation shall be the difference between his military pay and his regular salary as an employee of the Town. If his compensation by the military is equal to or greater than his regular Town salary, no additional Town payment will be made.

## **ARTICLE #12 - JURY DUTY**

Employees shall be granted a leave of absence with pay any day they are required to report for jury duty or jury service.

Employees shall be paid the difference between any jury duty compensation they receive and their regular wages.

Employees excused from jury duty must report back to work during their normal work or duty hours.

## **ARTICLE #13 - INVESTIGATIONS, DISCIPLINARY ACTION AND**

### **REPRIMANDS**

#### **SECTION I - INVESTIGATIONS**

- A. Members of the Hampden Police Department hold a unique status as public officers, and the security of the Town and its citizens depends a great extent upon the manner in which members of the department perform their manifold duties. The performance of such duties involves the members in all manner of contact and relationships with the public.
- B. Out of such contacts and relationships together with all other aspects of the employee's job performance, may arise questions concerning the actions of members of this Department. Such questions may require prompt investigation by superior officers designated by the Department Head or his designee.
- C. To ensure that such investigations are conducted in a manner conducive to good order and discipline, while observing and protecting the individual rights of each member, the following rules of procedure are established:
  - 1. As much as possible, any questions of the investigated member will be conducted at a reasonable time taking into consideration the working hours of the member and the legitimate interests of the Department.
  - 2. The questioning of the investigated member may be tape recorded and the tape preserved by the investigating officer until the investigation is resolved. A copy of the tape shall be provided to the member and the Union upon their request.
  - 3. The Department Head may suspend, with pay, any employee covered by the Agreement pending an investigation.

#### **SECTION II - DISCIPLINARY ACTION**

- A. No disciplinary action shall be taken by the Department Head or his designee against any member of the Department covered by this Agreement without due notice and an opportunity to be heard before the Department Head.

- B. Members shall be informed of the results of the investigation and shall be given five (5) days-notice of the opportunity to be heard. The member may be accompanied by a representative of the Union at that meeting. The member shall have the right to have his counsel speak on his behalf.
- C. The appearance before the Department Head shall be informal in nature. If the Department Head finds there is just cause for taking disciplinary action, he may:
  - 1. Suspend the member for not more than fifteen (15) days, or
  - 2. In lieu of suspension, require the member to attend a corrective school of counseling, without pay. The employer will pay for the school.

If it is determined by the Department Head that just cause exists for demotion, discharge or for suspending him for a period greater than fifteen (15) consecutive days, the Department Head or his designee shall submit a written recommendation to the Town Manager.

For the purpose of this Section, "disciplinary action" shall not include suspension with pay pending investigation and/or the appearance before the Department Head; or oral or written reprimands when not accompanied by suspension without pay, demotion or discharge.

- D. No written reprimand shall be placed in a member's personnel file and/or records unless the member is first given a copy of the written reprimand. The member shall have the opportunity to respond in writing and the writing shall be placed in the member's file. Such written refutations by the member must be submitted to the Department Head or his designee within five (5) days after the member has received a copy of the reprimand or the member's response will not be placed in his file.
- E. All written reprimands and reports of disciplinary action (except instances involving suspension, demotion or discharge) shall be removed from the personnel file and/or records two (2) years after the incident involved, unless during that year the member has had subsequent action taken against him involving other incidents. Under no circumstances shall the written reprimand or report of disciplinary action remain in the member's personnel file and/or records for more than two (2) years except instances of suspension, demotion or discharge, which shall remain in the file.
- F. The Town Manager may, upon recommendation of the Department Head, demote, suspend or discharge an employee only for just cause. Any period of suspension shall be without pay and shall not exceed thirty (30) calendar days.
- G. A written notice of the reason for any of the above actions shall be furnished to the employee within five (5) days after the effective date of such action.

## **ARTICLE #14 - GRIEVANCE PROCEDURE**

Should the Union or one of its members feel aggrieved concerning the interpretation, meaning or application of any provisions in this Agreement, the Union may seek adjustment of the grievance as follows:

- A. ADJUST DISPUTE - The employee aggrieved by this dispute shall attempt to adjust the dispute verbally, within seven (7) calendar days of knowledge of the dispute, with the Public Safety Director. A Union representative shall accompany the aggrieved to this verbal meeting.
- B. GRIEVANCE IN WRITING - If the Union is dissatisfied with the oral decision of the Public Safety Director, it may, with seven (7) calendar days, present the grievance in writing. The Public Safety Director is then required to make his decision in writing and present it to the Union within five (5) administrative working days.
- C. APPEAL TO THE TOWN MANAGER - If the Union and Chief have not resolved the grievance within five (5) administrative working days, and the Union wishes to continue the grievance process, the Union shall submit the details of such grievance in writing to the Town Manager. Within five (5) administrative working days thereafter, the Town Manager shall meet with the representative of the Union for the purpose of adjusting or resolving such grievance. The Town Manager shall render his/her written decision to the Union leadership with five (5) administrative working days after said meeting.

In the event that the decision of the Town Manager rendered pursuant to Section C of this article is not acceptable to the Union, the may, within thirty (30) administrative working days thereafter, request that the matter be submitted to arbitration by notifying the other party in writing. The arbitration proceedings shall be conducted by an arbitrator to be selected by the Town and the Union within ten (10) administrative working days after notice has been given. If the parties fail to select an arbitrator the Union may request the Maine Board of Arbitration and Conciliation to provide an arbitrator in accordance with the Maine Board of Arbitration and Conciliation rules. The decision of the arbitrator shall be final and binding on the parties. The arbitrator shall be requested to issue his/her decision to both parties within thirty (30) days after the testimony and argument. Expenses for the arbitrator's services and the proceedings shall be borne equally between the Town and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such record to be made providing it pays for the record and makes copies available without charge to the other party and the arbitrator. This section shall be subject to Title 26, and any subsequent changes therein, during the life of this contract.

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

Nothing in the Article shall diminish the right of any employee covered hereunder to present his/her own grievance as set forth in Title 26, M.R.S.A. except that the decision to present his/her own grievance must be made prior to Section B of this Article, and must be made within five (5) working days after the decision rendered as a result of Section B of this Article.

Therein;

The Union agrees to fulfill its duties to represent all employees in the bargaining unit and to handle grievances for all employees in the bargaining unit, not merely for its members. The Town acknowledges the right of the Union to require from those non-members, payment equal to

the amount spent representing those same non-members. The cost shall include, but not be limited to, reasonable fees for employee representative services and expenses; attorneys' fees and expenses; arbitrators' fees and expenses, plus what other the charges as the Union may rightfully charge for the services rendered. The Union shall indemnify and hold the employer harmless against any and all claims, suits, orders or judgments brought or issues against the employer as the result of the action taken or not taken by the employer under the provisions of this Article.

## **ARTICLE #15 - UNION ACTIVITIES**

All employees covered by this Agreement who are officers of the Union shall be allowed time off with pay for scheduled official Union business with representatives of management, provided there is sufficient manpower available to cause no interference with departmental operations. It is understood and agreed that all employees have productive work to perform and will not leave their jobs during work hours to attend to Union matters except as provided above and except when a member of the Grievance Committee is investigating a grievance and only with the approval of the Department Head.

The Town shall be provided with a list of current officers of the Union and members of the Grievance Committee.

## **ARTICLE #16 - PRIVATE SERVICES**

The Town agrees that the regular employees, if off duty and available, shall have preference for all police assignments which come under the Town's jurisdiction and where police guidance, surveillance or presence is required according to seniority by a rotating schedule.

Private Services shall mean services authorized by the Department Head, but paid for by the individual or party requesting the service.

Any employee who works any Private Service detail for S.A.D. #22 shall be paid one and one-half (1 1/2) times the employees rate of pay for all hours worked. There shall be a minimum payment of one hundred (\$175) dollars.

Any employee who works any Private Service other than S.A.D. #22 functions, shall be paid one hundred (\$175) dollars for the first two (2) hours and one and one-half (1 1/2) times that employees rate of pay for any hours over the first two. The Public Safety Director will offer all private service details to Union personnel before refusing to accept the detail from the private contractor.

These services must be posted up to four (4) days prior to the assignment. Officers chosen for the assignment are done so in accordance with Article #7, Section 3.

## **ARTICLE #17 - WORK FORCE**

Whenever a job opening occurs within the bargaining unit which is to be continued as a classified position other than a temporary opening as defined below - in any existing job classification or as the result of the development or establishment of new job classifications - a notice of such opening shall be posted on all bargaining unit bulletin boards for five (5) consecutive days. A temporary position is one that is of short duration with no expectation of long term employment or to fill an emergency vacancy.

During this period, employees who wish to apply for the open position or job, including employees on layoff, may do so. The application shall be in writing and it shall be submitted to the Chief of Police.

The Union and the Town of Hampden agree that the preferred level of staffing between the hours of 0600 and 0200, is two (2) officers, not including the SRO if assigned to school duties. This understanding shall not be misinterpreted as minimum or mandatory staffing levels; however, it is the preference when possible.

### **PROMOTIONS**

PART I - Eligible bargaining unit employees shall be afforded the opportunity to apply for promotion openings. In order to be eligible to partake in the promotion process, applicants must have two (2) years in service within the Department. A Police Department applicant must pass the basic course at the Main Criminal Justice Academy or its equivalency.

PART II - Promotions to higher rank shall be made from those interested bargaining unit employees who apply. Promotions shall be made on the basis of the qualifications of those bargaining unit employees who do apply and shall be at the Chief's discretion. Where qualifications are determined to be equal, seniority shall be the determining factor.

## **ARTICLE #18 - BULLETIN BOARDS**

The Town shall permit the reasonable use of bulletin boards by the Union for the posting of notices of a non-controversial nature relating to the Union business.

## **ARTICLE #19 - SAFETY ITEMS**

### **PART A**

The following safety items shall be made available to help insure the safety of the employees and the people they serve:

1. First Aid Kits - One (1) in each Town owned vehicle
2. Blankets - One (1) in each Police Vehicle
3. PA System - One (1) in each Police vehicle, operable to the best of the Town's ability
4. AR-15 Patrol Rifle - Three (3) per department
5. Ear Protectors - Available for training purposes
6. Gas Masks
7. Portable Transceiver
8. Flashlights - One (1) per Police Officer
9. Body Armor - One (1) per Police Officer

## PART B

### DEFECTIVE EQUIPMENT

The employer shall not require employees to take out on the streets or highway any equipment that is not in safe operating condition or equipped with the safety appliances prescribed by law as determined by the Commanding Officer in charge. Items found in need of more than first level maintenance shall be reported through proper channels.

### **ARTICLE #20 - CLOTHING ALLOWANCE**

The Town agrees to pay 100 percent (100%) of the cost of the normal acquisition, repair and replacement of uniforms for permanent full-time police officers.

#### CLOTHING LIST FOR POLICE:

- 1 Winter Hat
- 1 Summer Hat
- 1 Rain Coat
- 4 Pair of Pants
- 3 Winter Shirts
- 4 Summer Shirts
- 3 Ties
- 1 Pair of Gloves
- 1 Winter Coat
- 1 Summer Coat

Uniform Brass to outfit one (1) uniform

Footwear allowance of one hundred fifty (\$150) dollars per year

1 complete set of leather or nylon gear to include:

- A. Belt
- B. 4 Keepers
- C. Holster
- D. Spare ammo containers

- E. Handcuff case and handcuffs - One (1) pair
- F. Pepper Spray and case
- G. Flashlight Holder
- H. Portable Radio Holder

Chief's discretion whether nylon or leather.

Unused footwear allowance can be used to reimburse employees for uniform cleaning costs with proper documentation.

## **ARTICLE #21 - PERSONAL EFFECTS ALLOWANCE**

The Town agrees to repair or replace items of personal property if damaged in the line of duty, i.e. - eyeglasses, watch, dentures, items of personal clothing (actual cash value). The Town will require proof that the above-named items were damaged in the line of duty. Total claims shall not exceed five hundred (\$500) dollars per officer in the length of this contract.

## **ARTICLE #22 - "EXTRA HAZARDOUS" INJURIES**

Employees covered by the Agreement who are injured on the job while performing extra-hazardous duties shall receive, in addition to compensation paid or payable under the Workers' Compensation Act, an amount sufficient to bring them up to full net wages, while any incapacity exists, and until they are either placed on disability retirement or return to active duty, up to a maximum of ten (10) weeks. In the event that an independent carrier provides similar income protection, the employee may opt to receive payment under that plan rather than receive payment from the Town, but shall not draw upon both. Should the Industrial Accident Commission or Workers' Compensation Carrier reduce the amount of compensation payable under the Workers' Compensation Act, the Town's contribution will not be increased accordingly. Extra-Hazardous Injuries shall be defined as follows:

1. Injuries sustained while pursuing, apprehending, arresting or detaining suspects.
2. Injuries incurred during the official operation of a Police motor vehicle in emergency situations.
3. Injuries incurred while standing in a roadway directing traffic, provided the Public Safety employee has not unreasonably neglected to wear safety equipment provided, when available.
4. Injuries sustained while actively engaged in suppressing riots, insurrections and similar disturbances.
5. Injuries sustained in any other authorized situation in which the employee is exposed to extra-hazardous conditions which contribute to the injury as determined by the Town Manager and Chief of Police.

\*NOTE\* The employee, if injured, will have been complying with all rules and regulations of the Police Department.

## **ARTICLE #23 - EDUCATION INCENTIVE PROGRAM**

### **1. WORKSHOPS, SEMINARS or CONFERENCES**

The Town agrees to pay reasonable expenses, not otherwise funded, including registration fees, meals, lodging and/or transportation costs incurred by employees who attend job related workshops, seminars or conferences, which are approved by the Department Head of the Town Manager.

### **2. COLLEGE CREDIT COURSES**

The Town agrees to pay tuition costs, not otherwise funded, for satisfactorily completed (C- or better) job related courses. For one course per semester, no more than two courses per year, up to the Baccalaureate Degree. Tuition reimbursement is limited to a maximum of two thousand (\$2000) dollars per year for the entire department.

### **3. CONDITIONS**

Job related workshops, seminars, conferences or college courses must be job related as determined by the Department Head or Town Manager. Unless specifically waived by the Department Head or Town Manager, employees who wish to receive reimbursement for tuition expenses must register their intent to do so with the Department Head in time for inclusion of such expenses in the department's budget submission. Employees who fail to register their intent may receive tuition reimbursement at the discretion of the Town Manager, subject to budgetary constraints. Whenever possible, work schedules may be changed with prior approval of the Department Head and Town Manager to facilitate the attendance of selected courses.

## **ARTICLE #24 - INSURANCE AND PENSIONS**

- A. Workers' Compensation in accordance with State of Maine Statutes will be provided by the Town.
- B. The Town agrees to pay the premium for health insurance for each employee for coverage under the Town's Maine Municipal Employees Health Trust major medical plan policy. With regard to the insurance premium for an employee's dependents eligible to be covered by the policy's single parent or family plan, the Town will assume eighty-five (85%) percent of the additional cost over the individual coverage for employees hired before June 30, 1996. For employees hired after July 1, 1996, the Town will assume seventy (70%) percent of the additional cost over the individual coverage. Any additional cost shall be paid by the employee through weekly payroll deductions.
- C. The Town will pay the cost for participation in a Dental Plan for each full-time unit member up to a maximum monthly amount of twelve dollars and fifty cents (\$12.50) per employee. The cost of dependent coverage to be funded by said employee on a "premium paid by the employee" basis.
- D. The Town will pay the full cost of Life Insurance for each permanent full-time unit member. This \$30,000 coverage with double indemnity for accidental death. This insurance can be of the term insurance type.

- E. The Town will make available Income Protection Insurance (Non-service connected disability insurance) on a “premium paid by the employee” basis.
- F. The Town will pay Social Security in accordance with Federal Laws and Regulations.
- G. The Town will make available to all employees, retirement benefits offered by I.C.M.A. Retirement Corporation, as per M.S.R.S. rate, **OR** the Maine State Retirement System. As an incentive to encourage employee retirement savings, the Town of Hampden will offer an additional .5% contribution to an ICMA 401 plan if the employee contributes an additional minimum of 2% to an ICMA 457 plan.
- H. The Town will make available to all employees, retirement medical benefits offered by ICMA Retirement Corporation. The Town will agree to contribute compensation equal to eight (8) hours per month per employee upon that employee accumulating his or her maximum sick time hours of nine hundred sixty (960). Employees may also contribute vacation or earned compensation time into the retirement medical account.
- I. Option to stay on the Town’s health insurance at employee expense upon retirement.

## **ARTICLE #25 - LEGAL AIDE AND PROTECTION**

The Town has procured, and will continue to provide, a policy of liability insurance protecting its employees from certain civil actions arising out of employment circumstances. For the covered civil actions, the policies provide protection from judgments, claims and legal fees. A copy of said insurance policy is on file in the Town Manager’s Office and is available for review at any reasonable time by Town employees.

The Town may provide, at its discretion, expenses for legal fees for employees charged with criminal actions which arise out of the course of their employment. The Town reserves complete discretion in determining whether expenses for legal fees will be underwritten for an employee charged with a crime allegedly committed while in the course of his employment. In determining whether to underwrite such expenses, the Town will consider the following factors:

1. Whether the alleged crime was committed in the course of employment
2. Whether the alleged crime was committed during “working hours”
3. Whether the actions complained of in the charge were allegedly committed in the interest of the Town
4. Whether the actions complained of in the charge were intended by the employee to further the best interest of the Town
5. Whether the actions complained of in the charge served to benefit the employee personally
6. Whether the employee has access to legal funds from another source (i.e. - insurance policy, court appointment, other agencies)
7. Whether the interest of all Town employees is served by the payment of legal expenses for this particular employee

If any Town employee seeks to have legal expenses for a criminal charge paid by the Town, he

or she must make a written request to the Town Manager within five (5) days after formal charges are instituted. At the time of making the request, the employee may also submit a summary of why (based upon the foregoing factors) he or she feels that the payment of legal expenses by the Town is warranted and justified. In making its final discretionary decision as to whether or not to pay the expenses, the Town's decision shall be considered final and no appeal procedure (to other bodies, agencies or courts) is hereby established. The Town Manager or the majority vote of the Town Council shall be the decision-making entity.

## **ARTICLE #26 - WAGES**

Patrol Officers compensation will be reflected in the Town of Hampden's pay scale at pay range 12 in the first year of this contract, and pay range 13 for the second and third years of the contract.

Corporal compensation will be reflected in the Town of Hampden's pay scale at pay range 14 in the first year of this contract, and pay range 15 for the second and third years of the contract.

Investigator compensation will be reflected in the Town of Hampden's pay scale at pay range 14 in the first year of this contract, and pay range 15 for the second and third years of the contract.

Sergeant compensation will be reflected in the Town of Hampden's pay scale at pay range 16 in the first year of this contract, and pay range 17 for the second and third years of the contract. See Attachment A, Town of Hampden Pay Scale.

Cost of Living pay increases will be the greater of the non-union Town employee pay increase, the Cost of Living Adjustment as determined by the Social Security Administration in effect on July 1<sup>st</sup> of each contract year, any other bargaining unit within the Town of Hampden, with a minimum of 1%.

### **LONGEVITY/MERIT PAY**

Employees hired full-time prior to 11/30/2017 and having completed 6 years of full-time service shall be eligible for an annual salary increase of 1% per year, up to a total of 5%. The increase will be granted only if there have been no letters of reprimand placed in the employee's personnel file during the previous twelve (12) month period, AND the employee has met their individual agreed upon performance goal during that period. Documentation of the goal and how it was attained shall be entered into the employee's personnel file. An employee who does not meet both criteria will not be eligible for any longevity/merit increase for that particular fiscal year.

During the duration of this contract, in the event the Town of Hampden's non-union employees or any other bargaining unit within the Town of Hampden, receives additional concessions over and/or above those listed in this contract under Article 7 (Hours of Work and Overtime), 8 (Call Time), 9 (Vacation, Holidays, Sick Leave), 21 (Personal Effects Allowance), and 24 (Insurance and Pensions), these additional concessions will be implemented into this Maine Association of Police Union Contract.

## **ARTICLE #27 - PRINTING OF AGREEMENT**

The Town agrees to supply the Union with ten (10) copies of the Agreement within a reasonable period after the execution of the Agreement.

## **ARTICLE #28 - SEVERABILITY AND SAVINGS CLAUSE**

### **SECTION I**

In the event that any Article, Section, or portion of the Agreement is found to be invalid or unenforceable by final decision of tribunal of competent jurisdiction, or shall have the effect of a loss to the Town of funds or property or services made available through federal law, then such specific Article, Section or portion specified in such decision or which is in such conflict or having such effect, shall be of no force and effect. Upon the issuance of such a decision, the parties agree to negotiate a substitute for such Article, Section or portion thereof, provided that such decision does not involve a loss of funds to the Town and provided further that the remainder of this Agreement shall continue in full force and effect. The parties agree to use their best efforts to contest any such loss of federal funds which may be threatened.

### **SECTION II**

It is acknowledged that during the negotiations which resulted in this Agreement, both sides had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. Therefore, for the life of this Agreement, this Agreement shall constitute the total Agreement between the parties and the Union agrees that the Employer shall not be obligated to any additional collective bargaining.

### **SECTION III**

Any prior Agreement covering employees in the bargaining unit shall be terminated upon the effective date of this Agreement and shall be superseded by this Agreement.

## **ARTICLE #29 - CHECKOFF**

The Union shall have the right to payroll deductions for employees included within the applicable bargaining unit and subject to the following provisions:

The employer agrees to deduct the Union's weekly membership dues and benefit premiums from the pay of those employees who individually request in writing that such deductions be made and be in a form that is satisfactory to the Town. The amounts to be deducted shall be certified to the Employer by Council 93, and the aggregate deductions of all employees shall be submitted together with lists of employees having deductions made and the total amounts deducted for each of those employees to the Union by the fifteenth (15<sup>th</sup>) day of the succeeding month, after such deductions are made. The amount deducted for Union dues and fair share fees and the amount deducted for benefit premiums shall be submitted by two (2) checks along with separate lists showing the amount deducted for each employee.

The written authorization for payroll deductions of Union membership dues shall be irrevocable during the term of this Agreement except that an employee may revoke the authorization, effective upon the expiration date of the Agreement, provided the employee notifies, in writing, the Employer and Council 93 at least thirty (30) days, but not more than sixty (60) days prior to the expiration date of this Agreement.

The authorization for deduction of benefit fund contributions may be stopped at any time, provided the employee submits in writing to the Employer and the Union, a sixty (60) day notice of such intent.

The Union shall indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as the result of the action taken or not taken by the Employer under the provisions of this Article.

**Attachment A - 2017 Town of Hampden Pay Scale**

Wage Scale 2018/2019				APPROVED 5-9-18		
TOWN OF HAMPDEN			Annual Salary	Police Fire COLA 2.0%		
PAY SCALE - POLICE & FIRE UNIONS			Hourly wage			
STEPS						
GRADE	A	B	C	D	E	F
1	\$24,838 11.9414	\$26,080 12.5384	\$27,384 13.1653	\$28,753 13.8236	\$30,191 14.5148	\$31,700 15.2405
2	\$26,080 12.5384	\$27,384 13.1653	\$28,753 13.8236	\$30,191 14.5148	\$31,700 15.2405	\$33,285 16.0026
3	\$27,384 13.1653	\$28,753 13.8236	\$30,191 14.5148	\$31,700 15.2405	\$33,285 16.0026	\$34,950 16.8027
4	\$28,753 13.8236	\$30,191 14.5148	\$31,700 15.2405	\$33,285 16.0026	\$34,950 16.8027	\$36,697 17.6428
5	\$30,191 14.5148	\$31,700 15.2405	\$33,285 16.0026	\$34,950 16.8027	\$36,697 17.6428	\$38,532 18.5250
6	\$31,700 15.2405	\$33,285 16.0026	\$34,950 16.8027	\$36,697 17.6428	\$38,532 18.5250	\$40,459 19.4512
7	\$33,285 16.0026	\$34,950 16.8027	\$36,697 17.6428	\$38,532 18.5250	\$40,459 19.4512	\$42,481 20.4238
8	\$34,950 16.8027	\$36,697 17.6428	\$38,532 18.5250	\$40,459 19.4512	\$42,481 20.4238	\$44,606 21.4450
9	\$36,697 17.6428	\$38,532 18.5250	\$40,459 19.4512	\$42,481 20.4238	\$44,606 21.4450	\$46,836 22.5172
10	\$38,532 18.5250	\$40,459 19.4512	\$42,481 20.4238	\$44,606 21.4450	\$46,836 22.5172	\$49,178 23.6431
11	\$40,459 19.4512	\$42,481 20.4238	\$44,606 21.4450	\$46,836 22.5172	\$49,178 23.6431	\$51,636 24.8252
12	\$42,481 20.4238	\$44,606 21.4450	\$46,836 22.5172	\$49,178 23.6431	\$51,636 24.8252	\$54,218 26.0665
13	\$44,606 21.4450	\$46,836 22.5172	\$49,178 23.6431	\$51,636 24.8252	\$54,218 26.0665	\$56,929 27.3698
14	\$46,836 22.5172	\$49,178 23.6431	\$51,636 24.8252	\$54,218 26.0665	\$56,929 27.3698	\$59,776 28.7383
15	\$49,178 23.6431	\$51,636 24.8252	\$54,218 26.0665	\$56,929 27.3698	\$59,776 28.7383	\$62,764 30.1752
16	\$51,636 24.8252	\$54,218 26.0665	\$56,929 27.3698	\$59,776 28.7383	\$62,764 30.1752	\$65,903 31.6840
17	\$54,218 26.0665	\$56,929 27.3698	\$59,776 28.7383	\$62,764 30.1752	\$65,903 31.6840	\$69,198 33.2682
18	\$56,929 27.3698	\$59,776 28.7383	\$62,764 30.1752	\$65,903 31.6840	\$69,198 33.2682	\$72,658 34.9316
19	\$59,776 28.7383	\$62,764 30.1752	\$65,903 31.6840	\$69,198 33.2682	\$72,658 34.9316	\$76,291 36.6782
20	\$62,764 30.1752	\$65,903 31.6840	\$69,198 33.2682	\$72,658 34.9316	\$76,291 36.6782	\$80,105 38.5121
21	\$65,903 31.6840	\$69,198 33.2682	\$72,658 34.9316	\$76,291 36.6782	\$80,105 38.5121	\$84,110 40.4377
22	\$69,198 33.2682	\$72,658 34.9316	\$76,291 36.6782	\$80,105 38.5121	\$84,110 40.4377	\$88,316 42.4596
23	\$72,658 34.9316	\$76,291 36.6782	\$80,105 38.5121	\$84,110 40.4377	\$88,316 42.4596	\$92,732 44.5825
24	\$76,291 36.6782	\$80,105 38.5121	\$84,110 40.4377	\$88,316 42.4596	\$92,732 44.5825	\$97,368 46.8117
25	\$80,105 38.5121	\$84,110 40.4377	\$88,316 42.4596	\$92,732 44.5825	\$97,368 46.8117	\$102,237 49.1522

# RATIFICATION

AGREEMENT between the Town of Hampden and the Maine Association of Police (MAP),  
Hampden Police Department:

July 1, 2018  
through  
June 30, 2021

Ratified by the Hampden Town Council:

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NOTARY PUBLIC: \_\_\_\_\_

DATE: \_\_\_\_\_

Ratified by the Hampden Police Department/Maine Association of Police (MAP):

DATE: 5/1/18

SIGNATURE: Marc Egan

NOTARY PUBLIC: Kandy A. McCullough

DATE: 5/1/18

Kandy A. McCullough  
Notary Public  
State of Maine  
My Commission Expires  
October 3, 2022

D-5-h

Town of Hampden  
106 Western Avenue  
Hampden, Maine 04444



Phone: (207) 862-3034  
Fax: (207) 862-5067  
Email:  
townmanager@hampdenmaine.gov

TO: Finance Committee and Town Council  
FROM: Angus Jennings, Town Manager  
DATE: May 17, 2018  
RE: Request for authorization of expenditures from Personnel Reserve

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This is a follow-up to my previous memos of April 26 and November 29, 2017, which were taken up by the Finance Committee and Council at your May 1 and December 4 meetings, respectively.

A Town employee received a medical diagnosis last spring that requires some amount of time away from work for treatment. Time off has been provided, and will continue to be provided, in accordance with the Family and Medical Leave Act.

The Council has previously authorized funding from the Personnel Reserve fund to cover the cost of a temporary part-time worker in order to ensure staff coverage of key functions of this position during the absence.

This memo is a request for Council authorization of an additional \$780.00 from the Personnel Reserve in order to offset the costs of this part-time coverage for FY18. This amount will cover hourly wages and required FICA/Medicare contribution for 40 hours during this period.

The current account balance in the Personnel Reserve is approximately \$26,377. The requested allocation will ensure continuity of operations while preventing the department's wage expense account from being overspent in FY18.

D-5-1



**TOWN OF HAMPDEN**  
Certificate of Appointment  
by the Municipal Officers

To: James N. Chandler

Pursuant to: MRSA 30-A § 2633

The undersigned Municipal Officers of the Town of Hampden, Maine, do  
hereby appoint you as Town Manager.

Your term of office is from \_\_\_\_\_ to \_\_\_\_\_.

Given under our hands on this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_.

COPY

\_\_\_\_\_  
Mayor of the Town of Hampden, Maine

\_\_\_\_\_  
Councilor

\_\_\_\_\_  
Councilor

\_\_\_\_\_  
Councilor

\_\_\_\_\_  
Councilor

\_\_\_\_\_  
Councilor

\_\_\_\_\_  
Councilor



Angus Jennings <townmanager@hampdenmaine.gov>

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## Town Manager Transition

1 message

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**Angus Jennings** <townmanager@hampdenmaine.gov>  
To: AllStaff <allfulltimestaff@hampdenmaine.gov>

Wed, May 9, 2018 at 5:31 PM

Hi all,

As you may know, the Town Council voted on Monday night to extend an offer to Jim Chandler to become the Hampden Town Manager and Treasurer at the conclusion of my tenure. Jim has accepted the offer and provided notice of his departure from Dexter, where he has been serving as Town Manager and Treasurer.

Jim has an extensive and varied background in town management, county level program management, transportation planning, and emergency management. He holds a bachelor's degree in Government from the College of William & Mary (Williamsburg, VA) and a Master's of Public Administration from George Mason University (Fairfax, VA). Among many other affiliations, Jim is a member of the International City/County Management Association (ICMA), Maine Town, City and County Management Association (MTCMA) and the American Planning Association (APA). He has received a number of certifications for completion of specialized training in a wide range of disciplines.

At their meeting on May 21st the Town Council, having already voted to extend the job offer, will vote to formally appoint Jim the Town Manager and Treasurer, to be sworn in on Thursday, June 7th. He will begin work on Monday, June 4th, and he and I will work together that week, with staff, to ensure an effective transition. I will submit an updated letter of resignation with an effective date of June 7th, for Council acceptance on May 21st.

Although my official responsibilities will end after June 7th, I will be back in the office on Thursday, June 28th to work with Tammy and finance staff to close out FY18, and to program TRIO with the (presumably) approved FY19 budget. This will help to provide continuity of accounting practices into FY19.

Jim will be in attendance at the May 21st Council meeting. Whether at that time or otherwise, I hope you'll join me in extending both congratulations and welcome to Jim!

Thanks,  
Angus

--

Angus Jennings  
*Town Manager*

*Town of Hampden  
106 Western Avenue  
Hampden, ME 04444  
(207)-862-3034  
[townmanager@hampdenmaine.gov](mailto:townmanager@hampdenmaine.gov)*

**Please check out our new website: [www.hampdenmaine.gov](http://www.hampdenmaine.gov)**

Under Maine's Freedom of Access ("Right to Know") law, all e-mail and e-mail attachments received or prepared for use in matters concerning Town Business or containing information relating to Town business are likely to be regarded as public records which may be inspected by any person upon request, unless otherwise made confidential by law. If you have received this message in error, please notify us immediately by return email. Thank you for your cooperation.

D-5-j



**TOWN OF HAMPDEN**  
Certificate of Appointment  
by the Municipal Officers

To: James N. Chandler

Pursuant to: MRSA 30-A § 2601

The undersigned Municipal Officers of the Town of Hampden, Maine, do  
hereby appoint you as Treasurer.

Your term of office is from \_\_\_\_\_ to \_\_\_\_\_.

Given under our hands on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

COPY

\_\_\_\_\_  
Mayor of the Town of Hampden, Maine

\_\_\_\_\_  
Councilor

\_\_\_\_\_  
Councilor

\_\_\_\_\_  
Councilor

\_\_\_\_\_  
Councilor

\_\_\_\_\_  
Councilor

\_\_\_\_\_  
Councilor

Angus Jennings  
1 Frances Drive  
Hampden, ME 04444

D-5-k

May 17, 2018

Town Council  
Town of Hampden  
106 Western Ave.  
Hampden, ME 04444

Dear Members of the Council,

Pursuant to Sec. 3(C) of my employment agreement with the Town of Hampden, I hereby submit this updated resignation as the Town Manager and the Town Treasurer, with an effective date of June 7, 2018. My prior letter of resignation was effective June 30, but the Town's hiring of Jim Chandler, and his availability to begin work in early June, will allow an earlier transition.

As I have previously discussed with the Council, I am available and willing to assist with fiscal year-end responsibilities in order to ensure continuity. I have discussed with Jim and with current staff a plan to return for the day of Thursday, June 28<sup>th</sup> in order to assist in closing out FY18, and in programming the (anticipated) approved FY19 budget into TRIO. I will hold this date in my calendar unless Jim advises me otherwise after he's sworn in, and will make myself available to him to respond to questions that may arise in the meantime. This work would be completed as a vendor, not staff, payable at my present gross hourly rate.

The Town of Hampden has proven to be a wonderful home for me and my family during our time here, and it is easy to see how the Town has gained its reputation as a high quality community for young families. We have been delighted to get to know the greater Bangor region, and we have developed friendships that will far outlast our time as residents.

Professionally, I wish nothing but success to the Town of Hampden, and its residents and businesses. I have tremendous confidence in the competence, professionalism, and work ethic of the Town's Department Heads. With the support of the Town Council, and with the leadership of the new Town Manager, I trust that their continued good work will allow the Town to build on the successes of recent years.

It has been and continues to be an honor to serve the Town of Hampden.

Sincerely,



Angus Jennings

**Budget Timeline  
2018 - 2019**

D-5-i

Town of Hampden  
RECEIVED

MAY 15 2018

Office of the  
Town Manager

- May 15**                      **Budget Committee endorses FY 19 Budget**
- May 16**                      **Budget Committee recommends FY 19 Budget to Board of  
Directors**
- May 25**                      **Link 22 publication received by citizens**
- June 4**                        **Public Informational Session**
- June 7**                        **District Budget Meeting**
- June 12**                      **Budget Validation Referendum (BVR)**

May 8, 2018

Hampden Proposed FY19 Budget									
	2017 Budget	2017 Actual	FY18 Budget June 19, 2017	2018 YTD 4/30/2018	Percent Complete 83.0%	FY19 Initial May 1, 2018	FY19 Town Mgr May 16, 2018	Town Manager Change FY18 to FY19	Notes (FY19)
<b>Dept/Div: 65-10 ED GEN'L SVS / EDUCATION GENERAL SERVICES</b>									
MISC									
55-20 ED GEN'L SVS	6,308,863		\$ 6,370,594	5,308,829	83.3%	\$ 7,194,360	\$ 6,941,926	571,332	<i>Hampden share of proposed RSU-22 budget; <b>UPDATED</b> as proposed by School Board 5/16/18.</i>
<b>RSU-22 TOWN ASSESSMENT</b>	<b>6,308,863</b>	<b>6,308,862</b>	<b>\$ 6,370,594</b>	<b>5,308,829</b>	<b>83.3%</b>	<b>\$ 7,194,360</b>	<b>\$ 6,941,926</b>	<b>571,332</b>	

**RSU #22**  
**FY19 Budget Articles**  
**Presented April 3, 2018**  
**Updated MAY 15, 2018**  
**Workshop #6**

Town of Hampden  
**RECEIVED**

MAY 15 2018

Office of the  
**Town Manager**

Workshop

ID			<b>FY18</b>	<b>FY19</b>	<b>Variance</b>	
5/1/18	Article 1	Regular Education	\$10,941,074.79	\$11,354,647.85	\$413,573.06	
5/1/18	Article 2	Special Education	\$5,478,931.04	\$5,990,097.15	\$511,166.11	
	Article 3	CTE	\$392,018.55	\$0.00	<b>-\$392,018.55</b> *	
4/10/18	Article 4	Other Instruction	\$780,410.97	\$809,674.19	\$29,263.22	
5/15/18	Article 5	Student/Staff Support	\$2,404,535.09	\$2,576,283.38	\$171,748.29	
5/8/18	Article 6	System Admin	\$854,848.89	\$841,537.21	<b>-\$13,311.68</b>	
5/8/18	Article 7	School Admin	\$1,378,854.45	\$1,436,933.57	\$58,079.12	
4/10/18	Article 8	Transportation	\$1,247,778.77	\$1,382,785.53	\$135,006.76	
4/24/18	Article 9	Facilities	\$3,487,850.06	\$3,716,082.92	\$228,232.86	
4/10/18	Article 10	Debt Service	\$3,973,638.91	\$3,828,019.33	<b>-\$145,619.58</b>	
4/10/18	Article 11	All Other Expenses	\$33,000.00	\$0.00	<b>-\$33,000.00</b>	
			<u>\$30,972,941.52</u>	<u>\$31,936,061.13</u>	<u>\$963,119.61</u>	3.11%

\* Beginning in FY19, Article 3 CTE will be paid directly by State, so is no longer a direct expense to RSU-22. State revenue is also reduced to reflect this change.

	<u>FY18</u>	<u>FY19 Proposed</u>	<u>\$ inc/(dec)</u>	<u>% inc/(dec)</u>
<b><u>Expenditures:</u></b>	30,972,941.52	31,936,061.13	963,119.61	3.11%
<b><u>Total Expenses:</u></b>	30,972,941.52	31,936,061.13	963,119.61	3.11%
<b><u>Revenues:</u></b>				
State Allocation	18,720,256.54	18,923,671.79	203,415.25	1.09% *
SAC	<u>175,000.00</u>	<u>150,000.00</u>	<u>-25,000.00</u>	<u>-14.29%</u>
Total State	18,895,256.54	19,073,671.79	178,415.25	0.94%
Local Earned Revenue				
Rental Fees	3,000.00	3,000.00	0.00	0.00%
Gate Receipts	10,000.00	10,000.00	0.00	0.00%
Athletic Part. Fee	30,000.00	30,000.00	0.00	0.00%
E-rate	19,000.00	0.00	-19,000.00	-100.00%
IRS interest reimburse.	62,542.26	47,268.24	-15,274.02	-24.42%
Energy rebate (one-time)	139,705.00	0.00	-139,705.00	-100.00%
Expense reimburse (NB, VHS)	41,000.00	37,800.00	-3,200.00	-7.80%
One-time donations for Pre-K	60,000.00	0.00	-60,000.00	-100.00%
Other (VZ, etc.)	63,500.00	0.00	-63,500.00	-100.00%
Miscellaneous (Coke, MSMA)		13,300.00	13,300.00	N/A
MaineCare	20,000.00	20,000.00	0.00	0.00%
Tuition	<u>285,000.00</u>	<u>285,000.00</u>	<u>0.00</u>	<u>0.00%</u>
Total Local Revenue:	733,747.26	446,368.24	-287,379.02	-39.17%
Prior Year Balance	440,000.00	440,000.00	0.00	0.00%
<b><u>Assessment:</u></b>				
Local Allocation	8,534,116.50	<u>9,166,972.00</u>	632,855.50	7.42%
Non-State Debt Service	493,800.85	487,239.92	-6,560.93	-1.33%
Local w/o State participation	<u>1,876,020.37</u>	<u>2,321,809.18</u>	<u>445,788.81</u>	<u>23.76%</u>
Total Local Share:	10,903,937.72	11,976,021.10	1,072,083.38	9.83% net increase
<b><u>Total Revenues:</u></b>	30,972,941.52	31,936,061.13	963,119.61	3.11%

\* FY19 State Allocation reflects reduction of funding for Article 3 CTE, which will now be paid directly by State, not through RSU-22.

2018-2019 COST SHARING UNDER DISTRICT FORMULA

TABLE 4

TOWN	% VALUATION	% PUPILS	VALUATION 80%	PUPILS 20%	=	FY19 % COST	COMPARISON FY18 %
HAMPDEN	57.91%	55.33%	46.33%	11.07%		57.40%	57.74%
NEWBURGH	9.62%	11.15%	7.69%	2.23%		9.92%	9.98%
WINTERPORT	24.70%	25.77%	19.76%	5.15%		24.91%	24.77%
FRANKFORT	<u>7.77%</u>	<u>7.76%</u>	6.22%	1.55%		7.77%	<u>7.51%</u>
TOTAL	100.00%	100.00%	80.00%	20.00%		100.00%	100.00%

2018-2019 LOCAL COST

TABLE 5

TOWN	LOCAL EPS COMMITMENT	LOCAL ONLY DEBT SERVICE	OTHER LOCAL SHARE	= TOTAL FROM TAXES
HAMPDEN	\$5,308,963.50	\$279,659.19	\$1,332,639.75	\$6,921,262.45
NEWBURGH	\$881,636.00	\$48,350.72	\$230,402.16	\$1,160,388.87
WINTERPORT	\$2,263,872.75	\$121,371.69	\$578,363.73	\$2,963,608.17
FRANKFORT	<u>\$712,499.75</u>	<u>\$37,858.32</u>	<u>\$180,403.54</u>	<u>\$930,761.61</u>
TOTAL	\$9,166,972.00	\$487,239.92	\$2,321,809.18	\$11,976,021.10
				\$11,976,021.10
	\$9,166,972.00	\$487,239.92	\$2,321,809.18	\$11,976,021.10
	\$0.00	\$0.00	\$0.00	\$0.00

CHANGES IN TOWN ASSESSMENTS

TABLE 6

TOWN	2018 ASSESSMENT	2019 ASSESSMENT	\$ CHANGE	% CHANGE
HAMPDEN	\$6,351,540.27	\$6,921,262.45	569,722.17	8.97%
NEWBURGH	\$1,068,339.16	\$1,160,388.87	92,049.72	8.62%
WINTERPORT	\$2,655,662.22	\$2,963,608.17	307,945.95	11.60%
FRANKFORT	<u>\$828,396.07</u>	<u>\$930,761.61</u>	<u>102,365.54</u>	12.36%
TOTAL	\$10,903,937.72	\$11,976,021.10	\$1,072,083.39	9.83%

**FY19 Proposed Adult Education Budget - Separate Warrant Article**

	<u>FY18</u>	<u>FY19 Proposed</u>	<u>\$ inc/(dec)</u>	<u>% inc/(dec)</u>
<u>Expenditures:</u>	<u>68,000.00</u>	<u>72,000.00</u>	<u>4,000.00</u>	5.88%
<u>Revenue:</u>				
State	13,000.00	12,000.00	-1,000.00	-7.69%
Registrations	10,000.00	12,000.00	2,000.00	20.00%
Carryover	12,000.00	12,000.00	0.00	0.00%
Local	<u>33,000.00</u>	<u>36,000.00</u>	<u>3,000.00</u>	9.09%
Total Revenue:	68,000.00	72,000.00	4,000.00	

<u>Allocations:</u>	<u>Cost Share</u>	<u>FY19 Adult Ed. Split</u>	<u>Comparison: FY18 Split</u>	<u>Variance</u>	
Hampden	57.40%	20,662.78	19,054.20	1,608.58	8.44%
Newburgh	9.92%	3,572.42	3,293.40	279.02	8.47%
Winterport	24.91%	8,967.62	8,174.10	793.52	9.71%
Frankfort	7.77%	<u>2,797.18</u>	<u>2,478.30</u>	<u>318.88</u>	12.87%
		36,000.00	33,000.00	3,000.00	

Allocations Including Adult Education:

		<u>FY18</u>	<u>\$ variance</u>	<u>% variance</u>
Hampden	6,941,925.23	6,565,928.13	375,997.10	5.73%
Newburgh	1,163,961.29	1,105,034.75	58,926.54	5.33%
Winterport	2,972,575.79	2,746,789.21	225,786.58	8.22%
Frankfort	<u>933,558.80</u>	<u>856,308.42</u>	<u>77,250.38</u>	9.02%
Total	12,012,021.10	11,274,060.51	737,960.59	6.55%