

TOWN OF SOUTH BERWICK BOARD/COMMITTEE APPLICATION

Committee desired: Planning Board

PERSONAL INFORMATION

Name: Anthony J. Palazzetti

Date: 3/7/2024

Address: 6 Whitetail Drive

email: anthony.palazzetti@gmail.com

South Berwick, ME 03908

Telephone: (home) _____

(work) _____

(cell) 603-285-3687

BUSINESS/EDUCATIONAL BACKGROUND

(You may attach a resume if you prefer, please be specific)

Please see attached resume.

MUNICIPAL OFFICES HELD or PREVIOUS BOARD EXPERIENCE

(In South Berwick or elsewhere)

Board/Committee

Appointment Date

Term Expiration

None

PLEASE LIST TWO OR THREE NEW IDEAS YOU WOULD LIKE THIS COMMITTEE TO CONSIDER.

I'd like to ask the Town/Planning Board to consider offering informational sessions a few times a year to provide

residents an opportunity to learn just what is involved in the process. It could help "demystify" the process for

anyone who might be hesitant to proceed with a project/concept they are considering.

PLEASE INDICATE ANY SPECIAL QUALIFICATIONS OR EXPERIENCE THAT YOU THINK MAY BE HELPFUL TO THIS COMMITTEE.

Over my 40+ year professional career I've managed projects and facility related work in several locations in Maine and

nationally, as well as years of experience developing contracts for services, construction & technical systems development.

COMMITMENT LEVEL

Are you available to commit to this committee for a minimum of three years? Yes

Number of hours you are able to commit to this committee/board per week: 3-5 Hours Per Week

Anthony J. Palazzetti

Digitally signed by Anthony J. Palazzetti
Date: 2024.03.07 09:42:02 -05'00'

Applicant's signature

Anthony Joseph Palazzetti
6 Whitetail Drive
South Berwick, ME 03908
Mobile: 603-285-3687
Email: anthony.palazzetti@gmail.com

Strengths:

- Big-picture, systems approach to problem assessment and solution development
- Technical knowledge of support processes across full spectrum of support/admin fields
- People-centered, personable approach to leadership and management

Work Experience

U.S. Customs and Border Protection 11/2005 - Present
Boston, MA US Grade Level: GS-15
Assistant Director Field Operations, Mission Support

Responsible for developing and implementing the overall operational plan, objectives, and strategies for performing all administrative and resource management functions within the Boston Field Office which includes over 1100 employees at more than 65 locations throughout the six New England States. Responsible for advising on such key support processes as, but not limited to, budget, logistics, procurement, human resources, automated systems, and financial programs and services. Provide technical advice and leadership in developing, implementing, and evaluating national programs in CBP and locally monitoring and evaluating the delivery of support services to key field managers, employees, and other customers. Directly oversee the budget execution, logistics, and procurement programs and ensure the implementation of national financial policies and integration with other CBP operational processes. Lead the development and implementation of effective and responsive human resources management programs. Also work closely with the Office of Information Technology on the identification of new requirements, problem resolutions and standards compliance. Provide a full range of supervisory functions for a staff that provides a diverse range of mission support services, including assigning work and making decisions on problems presented by subordinate supervisors or team leaders, evaluating work performance, and making recommendations as necessary, and interviewing and making recommendations on candidates while furthering equal opportunity goals and requirements.

U.S. Coast Guard 7/2002 - 9/2005
Executive Officer, Integrated Support Command Ketchikan, AK

Directly supervised & led daily actions for six Command Divisions (140 employees) delivering logistics services; facilities maintenance, financial management, budgeting and funds allocation, human resource administration, industrial services, hazardous waste management, shipping & receiving services, Coast Guard Reserve force management & training, work-life (family/employee physical and mental health support) services, medical/dental services, morale/recreation support, Coast Guard leased and owned housing management and general facility security. Services were delivered to 37 Coast

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Guard units throughout Southeast and South Central Alaska (all accessible only by boat or plane and the furthest being more than 800 air-miles away), servicing over 1000 Coast Guard Active Duty members and their families, Coast Guard Civil Service employees, and other retired military personnel in the area.

7/2000 - 7/2002

**U.S. Coast Guard
Norfolk, VA US
Integrated Support Command Program Manager and Chief
Compliance Inspector**

Provided executive level oversight and coordination of resources for seven regional Support Commands (Boston, Portsmouth, VA, Elizabeth City, NC, Miami, New Orleans, St Louis, and Cleveland) delivering Support and Logistics services for Coast Guard operational units in the 40-state, Atlantic Area region. As Chief Regional Inspector managed all aspects of the Atlantic Area Compliance Staff responsible for detailed reviews of fiscal management at over 500 units throughout the area. Evaluations included detailed deficiency reporting, identification of best practices, and identification of workload reduction opportunities.

8/1998 - 7/2000

**U.S. Coast Guard
Norfolk, VA US
Chief, Industrial Support Staff**

Developed maintenance concepts and led studies of Coast Guard Industrial and Group Engineering operations covering several Atlantic Area Districts. Identified and resolved resource, process, and organizational concerns, improving support of operational missions. Provided lifecycle cost analysis of buoy overhaul services covering the Southeastern and Gulf Coast regions (Districts). Proposal for cross-district consolidation of services saved \$1.7M over other alternatives and previously completed studies. Using best-value analysis, secured CGHQ and DOT approval to reverse the outsourcing decision for a Buoy Maintenance contract, the first of its kind in the CG. Established Coast Guard precedent in outsourcing determinations under OMB-A-76. Project Officer for the Coast Guard-wide conversion from the legacy Industrial Management Information system to an Oracle Financials based Project Management System for over 500 civilian employees located at 15 industrial facilities nation wide. Efforts significantly enhanced management effectiveness and identified over \$6M in erroneous Work-in-Process balances.

U.S. Coast Guard

7/1993 - 8/1998

Anthony Joseph Palazzetti
6 Whitetail Drive
South Berwick, ME 03908
Mobile: 603-285-3687
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Boston, MA US

Chief, Industrial Division

Responsible for managing every facet of a 130-person industrial support staff located at four New England locations providing more than \$7M in depot level vessel and facilities repairs annually. Staff was responsible for depot-level services for every Coast Guard unit from the Canadian boarder to northern New Jersey. Controlled all aspects of production, material flow, inventory, quality assurance, safety, training, personnel management, budgeting, accounting, customer service, labor relations, plant maintenance and plant recapitalization.

U. S. Coast Guard

6/1992 - 7/1993

West Lafayette, IN

Coast Guard Advanced Degree Program, Purdue University

Received a Master of Science in Industrial Administration (MSIA).

U. S. Coast Guard

6/1991 - 6/1992

Washington, DC

Industrial Staff, Office of Engineering, Coast Guard Headquarters

Responsible for development of enterprise-wide business management processes covering 15 industrial operations nationwide. Efforts included statutory research of federal Project Accounting policy and design of Coast Guard specific policy as well as detailed development of Coast Guard's first industrial management software system including initial design, implementation, and follow-on training. System established first framework to provide clear programmatic oversight and resource allocation/management.

U. S. Coast Guard

7/1988 - 6/1991

Washington, DC

Project Manager, Industrial Review Team, USCG Headquarters

Responsible for managing business-unit privatization analysis projects for several Coast Guard units nationwide. Completed all aspects of the Federal Government's Office of Management and Budget's Circular A-76 Commercial Activity cost comparison evaluation. Two studies completed resulted in Government Activities retaining functions through private sector competitive bid process with average annual cost savings of eight percent. During the process of evaluating each site independently, developed an alternative, systematic approach to evaluating remaining industrial operations Coast Guard-wide. Result of an eleven-month evaluation compelled senior leadership to shift their approach from individual reviews toward a more appropriate enterprise-wide, systematic evaluation.

U. S. Coast Guard Portland, ME

8/1985 - 7/1988

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Email: anthony.palazzetti@gmail.com

Industrial Manager/Group Engineer, Coast Guard Group Portland, ME
Responsible for managing all aspects of facility and vessel repairs for three Coast Guard Stations along the Southern Maine coast and for oversight of facility maintenance and preservation efforts at 25 major lighthouse structures from Portsmouth, NH to Boothbay Harbor, ME.

**U. S. Coast Guard
Portland, ME**

6/1983 - 8/1985

Assistant Engineer Officer/Damage Control Assistant
Junior Officer assignment onboard Coast Guard High Endurance Cutter.
Responsibilities included daily shipboard engineering watches, Damage Control Assistant and Assistant Engineering Officer.

Job Related Training

- US Customs and Border Protection Peer Support Team Training
- Coast Guard Acquisition Regulations
- Federal Acquisition Regulations
- Federal Budgeting/Accounting
- Collective Bargaining Agreement Negotiation
- Employee/Labor Relations
- Sexual Harassment Prevention
- Workplace Violence Prevention
- Diversity in the Workplace
- Procedures for Supervisors of Federal Civilian Employees
- Federal Hiring Procedures
- Federal EEO Policy
- Classified Material Management
- OSHA Regulations
- Incident Command System (100, 200, 300)



TOWN OF SOUTH BERWICK
BOARD/COMMITTEE APPLICATION

RECEIVED

Committee desired: Planning Board

PERSONAL INFORMATION

Name: Mary Hussey

Date: 3/7/2024

Address: 46 1/2 Agamenticus Rd
So Berwick

email: maryhussey@portsidercg.com

Telephone: (home) 207-418-6060 (work) _____

(cell) SAME

BUSINESS/EDUCATIONAL BACKGROUND

(You may attach a resume if you prefer, please be specific)

Local Business owner 33 years - closing June 2023

Education degree

Real Estate

maine Childrens Coalition

Corporate Educator mothers cosmetics 14 years

MUNICIPAL OFFICES HELD or PREVIOUS BOARD EXPERIENCE

(In South Berwick or elsewhere)

Board/Committee

Appointment Date

Term Expiration

South Berwick Rollinsford Little League 1995 - 2010 Softball Rep

PLEASE LIST TWO OR THREE NEW IDEAS YOU WOULD LIKE THIS COMMITTEE TO CONSIDER.

PLEASE INDICATE ANY SPECIAL QUALIFICATIONS OR EXPERIENCE THAT YOU THINK MAY BE HELPFUL TO THIS COMMITTEE.

Excellent communication skills, good listener, calm
business background, Real Estate connection lends to better
understanding of community needs. Life time resident, forward thinking

COMMITMENT LEVEL

Are you available to commit to this committee for a minimum of three years? YES

Number of hours you are able to commit to this committee/board per week: _____

Mary Hussey
Applicant's signature

**South Berwick
Town Council Meeting
March 12, 2024**

Chair Mallory Cook called the meeting to order at 6:45pm. Councilors present included Vice John James, Jessica Cyr, and Melissa Costella. Town Manager Tim Pellerin and Assistant Town Manager Jennifer Janelle were also in attendance.

Approval of Minutes

1. Town Council 2-27-24: On a motion by Councilor Costella, seconded by Vice James, it was unanimously voted 4-0 to adopt the minutes as amended.

Treasurer's Warrant

1. On a motion by Vice James, seconded by Chair Cook, it was unanimously voted 4-0 to sign the warrant dated March 7, 2024 in the amount of \$930,962.20

Reports & Presentations

1. GWRLT – Tin Smith came back before the council requesting \$200,000 for the Salmon Falls Tidal Waters Project to be on a warrant question for the upcoming Town Meeting in May as they have a grant submission deadline of June 30th.

On a motion by Chair Cook, seconded by Councilor Cyr, it was voted 4-1 to authorize Town Manager Pellerin to work with legal council to draft language for warrant questions to be voted on at Town Meeting in May.

Unfinished Business

1. On a motion by Chair Cook, seconded by Vice James, it was unanimously voted 4-0 to accept Oak Point to do an updated proposal for the conceptual design work for the Town Hall. We authorize Town Manager Pellerin to enter a contract for the amount of \$78,500 with Oak Point.

New Business

1. On a motion by Vice James, seconded by Mallory Cook, it was unanimously voted 4-0 to authorize the taking of Alewives & Blueback Herring in South Berwick, as allowed by the State Recreational Fishing Limit of a maximum of 25 fish per individual per day, for the 2024 harvesting season. Commercial harvesting is not allowed.

2. On a motion by Vice James, seconded by Chair Cook, it was unanimously voted 4-0 to table the liquor license for Secundo, LLC for clarity of the application.

3. Town Manager Pellerin gave an update to the council on the 24-25 Budget Schedule. No action taken.

4. On a motion by Chair Cook, seconded by Councilor Costella it was unanimously voted 4-0 to schedule a Budget Public Hearing on April 9, 2024 at 6:30PM.

5. On a motion by Vice James, seconded by Councilor Costella, it was unanimously voted 4-0 to schedule interviews with the potential Planning Board Members starting at 6PM March 26, 2024.

Town Manager's Report

- **Police Department** 4 Accidents, 1 Arrests, and 76 Traffic Stops.

Newly appointed Reserve Sgt. Pelkey is promoting a civilian police academy that we will be starting hopefully in May which will include 12 civilians who will be attending trainings and a ride along. This is a continuation of "Project Mayberry". Erin has been handling mental health calls. Officers print the report, and she follows up when she is back at work. Chief states Erin is unbelievable and a true asset to the PD, public and surrounding communities. He can't thank her enough, she is phenomenal.

- **Fire Department** 3 Fire Alarm, 1 Tree/Wires Down, 6 Mutual Aid, 1 Medical Assist, 2 Vehicle Accidents, 1 Gas Leak, 1 Water Problem, 2 Outside Fires, and 1 Smoke in the Building. Period 18 Total YTD 75. Last Thursday we hosted the Seacoast Chief Fire Officer's Mutual Aid District's monthly meeting. SCFOMAD is our mutual aid district, comprising 43 communities in the Seacoast NH, ME, and MA region.

- **Economic Development** Downtown Revitalization Plan Advisory Committee met last week, March 4th. Group is very engaged. Dan Boyle, HPC spoke at the meeting re: Historic Preservation; and thanks Nikki Drake for attending the meeting and giving us your input. Deadline is March 15th. The Public Workshop is set for Thursday, May 16th at 6 pm. Brownsfield grants are available through SMPDC, for environmental cleanup. Looking for buildings, properties and locations that would qualify for this funding. Executive Pulse is up and running; next steps are to contact all of the businesses for contact information, email addresses, owners' names, etc. Denise will add Chief Hamel and Tyanne to the user list. Anyone else interested, please let me know. Will ask to record the Zoom training.

- **Public Works**- The fence where the old red barn used to be was disassembled and the pieces will be used to repair other fences. Working on patching holes. Street sweeping will start this week. Ditching on Gray Hill Road will be done on 3/12. Old damaged/stained ceiling tiles at the Community Center have been replaced.

- **Transfer Station** Continuing cleaning and maintenance. Some of the cans have damaged rollers that need to be welded. Working on getting quotes. Struggling with monitoring the paper container due to staffing. Citizens are putting shoes, used feminine products, and a lot of other items that do not belong in the paper container.

- **Code Enforcement** 1 Building Permits and 1 Plumbing Permits.

- **Planning** Final Approval- Samville Estates and Libby-Scott Paving. Public Hearing- South Bewick Boarding and final plan. FEMA Flood Plan ordinance, July 17, 2024. Historic District Commission new Road signs will be in Thursday. Secundo, an Italian restaurant will be coming into the space where Engrain was.

- **Assistant Town Manager/Finance**- Budget- About 100 hours put into the new budget proposal and after 1 ½ hours with the Town Council they were all set with what was proposed. A lot of extra information was given to items that were going up and out of our control to items that were asked for and left off. ADP- Linda and Jen have been working on upgrading timesheets to have them electronically. The Town will be switching to ADP in a couple of months. Tax time. We are using the old PD door is to receive payments.

- **Library** 2,300 visitors, 2,393 items checked out, 276 items borrowed from other libraries, 144 items lent to other libraries, and 36 programs with a total attendance of 458 people. DIY Adventures- 3/5 was Tempera paint making and on 4/2 will be paper making. 3/19 will be the first lunch with a town employee featuring Tyanne Vasapoli.

- **Recreation Youth/Adult/Event Programming**- We held a Gunstock trip last Wednesday, went smoothly with no injuries. This was the first year we used a school bus for this trip. Thank you to Jay for being on standby if we needed help transporting equipment and helping to chaperone the trip. Easter Egg Hunt and Touch-a-Truck event Saturday, the 23rd at Central School. We are working through some of the final details. Senior Center- We had about 80 seniors in attendance for our Elvis lunch at the end of February. The St. Patrick's Day lunch is this Wednesday. Next Wednesday, the 20th, the seniors' heads to Danversport Yacht Club for an Irish Band and lunch of corned beef and cabbage. Community Center- Fridays are still filled with the AARP Tax-aid appointments.

- **Emergency Management** Ray reiterated that Governor Mills submitted a Major Disaster Declaration request for the January 10 and 13 storms on 23 February 2024. Though there is no new update to report at this time, the Declaration is still active and working its way through the various government agencies on way to the President. The SBEMA and MSAD-35 Generator Team is actively working the Hazard Mitigation Grant Program, HMGP, application. Like the previous BRIC Grant, the HMGP application process requires considerable information and is an arduous and tedious process. This application must be submitted by 6 June 2024 for over \$700,000. Charlie Carver and Todd Hughes from MSAD have been working on this together.

- **Town Clerk** Election went well, a big thank you to the PD for making multiple rounds throughout the day. (I requested someone to be there for 8pm only to close the polls) the response was great, and it was nice to see the officers and witness multiple conversations between staff and residents. We will be hosting the first wedding ceremony on the third floor this Thursday! Congratulations to the happy couple! Starting April 1st the Clerks Office will be open on Mondays 9-5.

- **Assessing** I will need to do an interim update of value for 4/1/2024, as required by the State if Town Council doesn't want to go below 100% certified ratio. Finishing up on Map changes: splits, subdivision, lot line revisions and corrections for the new year beginning April 1, 2024. Permit Pass has started. I am out in the field doing the permit pick-ups. Brittany and I called folks to give them a heads up that I'd be stopping by. In this process, people have expressed

appreciation for the advanced notice and have taken advantage of the opportunity to schedule an appointment with me.

Councilor Comments

1. Councilor Costella is in disbelief of the issues happening at the Transfer Station and wanted to send her thanks and sends regards to the employees having to deal with them.
2. Councilor Cyr states there is a comp plan public information hearing on April 11 and would like to add an update on the process to the next agenda.
3. Vice James shared that there is Free Yoga for Veterans every Friday from 10-11am held on the 3rd floor auditorium stage here at Town Hall. This program is being put on by Yoga in Action.
4. Chair Cook Mama Mia is being put on by Marshwood High School on March 29th and 30th as well as April 5th and 6th, go check it out. The York County Budget Committee Caucus is being held on April 10, 2024 at 6:30pm and I will be attending this as our elected official for District 1.

Executive Session

1. On a motion by Vice James, seconded by Chair Cook, it was unanimously voted 4-0 to go in to executive session 1 MRSA §405.6A Personnel at 8:15pm
2. On a motion by Vice James, seconded by Councilor Cyr, it was unanimously voted 4-0 to come out of executive session 1 MRSA §405.6A Personnel at 8:50pm

Adjournment

On a motion by Vice James, seconded by Councilor Cyr, it was unanimously voted 4-0 to adjourn the meeting at 8:50pm

Attest:

Tyanne Giambusso, Town Clerk

**South Berwick
Town Council Special Meeting
March 19, 2024
#1**

The Council Chair reported the following to the Clerk:

Chair Mallory Cook called the meeting to order at 6:00pm. Councilors present included, Vice Chair John James, Melissa Costella, Jeff Minihan, and Jessica Cyr.

New Business:

1. On a motion by Vice James, seconded by Councilor Cyr, it was unanimously voted 5-0 to approve the new Liquor License for Secundo, LLC

Adjournment

On a motion by Vice James, seconded by Councilor Cyr, it was unanimously voted 5-0 to adjourn the meeting at 6:03pm.

Attest:

Tyanne Giambusso
Town Clerk

A / P WarrantSouth Berwick
11:38 AM

Bank: KENNEBUNK - Operating

03/21/2024
Page 1

Type	Check	Amount	Date	Wrnt	Payee
P	48041	3,390.00	03/07/24	59	1334 Route One Carpet and Blinds
P	48042	174.84	03/11/24	59	1176 TREASURER STATE OF MAINE
P	48043	10.00	03/11/24	59	1335 SECRETARY OF STATE
P	48044	79.99	03/11/24	59	0204 READY REFRESH
P	48045	27,482.79	03/19/24	59	0132 BUREAU OF MOTOR VEHICLES
P	48046	5,137.34	03/19/24	59	0182 CARD MEMBER SERVICE
P	48047	426.33	03/19/24	59	0867 HANNAFORD
P	48048	174.84	03/19/24	59	1176 TREASURER STATE OF MAINE
P	48049	90.00	03/20/24	59	1336 CAMPBELL, THOMAS
R	48050	1,150.00	03/21/24	59	1340 7CS CONSULTING LLC
R	48051	280.89	03/21/24	59	0042 ADMIRAL FIRE & SAFETY
R	48052	1,750.00	03/21/24	59	1069 AFFORDABLE OFFICE SOLUTIONS
R	48053	46.09	03/21/24	59	1288 ALLEGRA
R	48054	42,662.12	03/21/24	59	0059 ANTHEM BLUE CROSS BLUE SHIELD
R	48055	899.26	03/21/24	59	0869 Arundel Ford
R	48056	104.58	03/21/24	59	0103 ASHLINE, KERA
R	48057	1,830.46	03/21/24	59	0771 ATLANTIC FUELS
R	48058	215.99	03/21/24	59	0054 BAKER & TAYLOR
R	48059	8,002.50	03/21/24	59	1212 BC FORESTRY LLC
R	48060	1,208.60	03/21/24	59	0011 BERGERON PROTECTIVE CLOTHING LLC
R	48061	5,612.56	03/21/24	59	0012 BERNSTEIN, SHUR, SAWYER & NELSON
R	48062	4,875.00	03/21/24	59	0331 BNY MELLON
R	48063	20,403.42	03/21/24	59	0132 BUREAU OF MOTOR VEHICLES
R	48064	355.00	03/21/24	59	1339 CENTRAL EQUIPMENT LLC
R	48065	36.52	03/21/24	59	1150 CHAPPELL TRACTOR
R	48066	479.46	03/21/24	59	1158 CINTAS CORP
R	48067	2,894.06	03/21/24	59	0208 CIVIC PLUS INC.
R	48068	603.50	03/21/24	59	1342 COMBAT READY FIRE TRAINING LLC
R	48069	10,500.00	03/21/24	59	1152 CONEQUIP PARTS & EQUIPMENT LLC
R	48070	600.00	03/21/24	59	1121 CONVENIENTMD LLC
R	48071	8,045.85	03/21/24	59	1081 DRUMMOND WOODSUM
R	48072	200.00	03/21/24	59	0911 FADDEN CUSTOM PEST SERVICES LLC
R	48073	51.69	03/21/24	59	0056 FISHER AUTO PARTS, INC.
R	48074	271.04	03/21/24	59	1298 GOODYEAR TIRE & RUBBER CO
R	48075	240.00	03/21/24	59	1337 HORRIS, MELANIE
R	48076	1,064.32	03/21/24	59	1315 HR MAINE CONSULTING
R	48077	259.84	03/21/24	59	1291 HSE FIRE SAFETY EQUIPMENT
R	48078	1,475.00	03/21/24	59	0077 HUSSEY EXCAVATION INC
R	48079	960.05	03/21/24	59	1245 INGRAM LIBRARY SERVICES
R	48080	137.77	03/21/24	59	0079 JANETOS MARKET
R	48081	1,223.35	03/21/24	59	1341 JONES AND BARTLETT LEARNING, LLC
R	48082	27.27	03/21/24	59	0229 JORDAN EQUIPMENT LLC
R	48083	31,610.82	03/21/24	59	1338 KENNEBUNK SAVINGS BANK
R	48084	200.00	03/21/24	59	1095 LEXISNEXIS RISK SOLUTIONS
R	48085	130.00	03/21/24	59	0169 M W GRENIER ENTERPRISES LLC
R	48086	6,906.28	03/21/24	59	0141 MAINE MUNICIPAL ASSOCIATION
R	48087	350.00	03/21/24	59	1345 MAINE PHILANTHROPY CENTER
R	48088	300.00	03/21/24	59	1343 MAINE REAL ESTATE & DEVELOPMENT ASSOC

A / P Warrant

South Berwick
11:38 AM

Bank: KENNEBUNK - Operating

03/21/2024
Page 2

Type	Check	Amount	Date	Wrnt	Payee
R	48089	414.60	03/21/24	59	0129 MAINE SAD 35
R	48090	60.00	03/21/24	59	0396 MAINE TOWN & CITY CLERKS ASSOC MTCCA
R	48091	16.45	03/21/24	59	0081 MAINE TURNPIKE AUTHORITY
R	48092	228.00	03/21/24	59	0284 NEPTUNE UNIFORMS & EQUIPMENT
R	48093	485.54	03/21/24	59	0650 NEW ENGLAND BARRICADE CO
R	48094	32.84	03/21/24	59	1300 NEW ENGLAND KENWORTH
R	48095	399.00	03/21/24	59	0443 NFPA
R	48096	4,382.96	03/21/24	59	0088 P GAGNON & SONS INC
R	48097	170.37	03/21/24	59	0089 PIKE INDUSTRIES INC
R	48098	255.25	03/21/24	59	0915 PINE STATE ELEVATOR COMPANY
R	48099	13,174.61	03/21/24	59	0572 PINE TREE WASTE, INC
R	48100	1,000.00	03/21/24	59	1054 REGATTA BANQUET AND CONFERENCE CENTER
R	48101	4,000.00	03/21/24	59	1344 SBRELL
R	48102	275.00	03/21/24	59	0240 SIGNS BY MO
R	48103	712.00	03/21/24	59	1287 SNAPOLOGY OF DOVER
R	48104	235.60	03/21/24	59	0184 SOUTH BERWICK SEWER DISTRICT
R	48105	7,106.40	03/21/24	59	0195 SOUTHERN MAINE PLANNING & DEVLOPMENT, INC
R	48106	5,813.64	03/21/24	59	0095 STELLAR NETWORKS
R	48107	465.00	03/21/24	59	0248 TMDE CALIBRATION LABS INC
R	48108	112.19	03/21/24	59	1304 TRP STORE 005
R	48109	383.27	03/21/24	59	0097 VERIZON WIRELESS
R	48110	1,900.00	03/21/24	59	0432 YORK COUNTY COMMUNITY ACTION CORPORATION
R	48111	500.00	03/21/24	59	0282 YORK COUNTY SHELTER PROGRAMS
	Total	237,052.14			

Count

Checks	71
Voids	0

Melissa Costella _____ John James _____

Jeff Minihan _____ Jessica Cyr _____

Mallory Cook _____

APPROVED _____

DATE _____

TOWN MANAGER _____

TOWN COUNCIL
Agenda Information Sheet

Meeting Date: 3/26/2024	UB #1
Agenda Item: Comp Plan Process and Tentative Timeline	
Informational: Tentative Timeline from Southern Maine Planning & Development.	
Recommendation:	
See page to follow.	
Requested Action:	
N/A, Informational Only	
Vote	

March 2024 – Updated Timeline for Comp Plan Wrap Up

Date	Committee	Topic
January 22 nd	Comprehensive Plan	Complete Review of Land Use GPS & Partial Inventory Updates
February 7 th	Planning Board	1 st Meeting - Discuss Housing & Land Use sections & GPS
February 26 th	Comprehensive Plan	Future Land Use Plan Exercise & Discussion
March 11 th	Comprehensive Plan	Meeting to prepare for Public Session, materials posted & outreach done week after (3 weeks in advance)
March 25 th	Comprehensive Plan	Review Future Land Use Plan Draft, Discuss Implementation Plan
April 11 th	Public Info Session	Open Public Session – Present Highlights of Plan
April 22 nd	Comprehensive Plan	Review Full Plan Draft including Implementation Section, and Remaining Inventory Updates. Discuss Proposed Changes based on Public Session. Full final draft delivered by May 6 th
May 14 th	Town Council	1 st Meeting - Present Full Plan Draft
May 28 th	Town Council	2 nd Meeting if needed
<i>Steps after May</i>		<ul style="list-style-type: none"> - <i>Council votes to send the draft to the state for consistency review</i> - <i>Send for state review (TIMELINE TBD)</i> - <i>Receive state review & make a plan to address revisions, if needed</i> - <i>Send back to state for consistency finding if revisions were needed</i> - <i>Planning Board holds public hearing</i> - <i>Planning Board votes to send to Council for adoption</i> - <i>Council holds public hearing</i> - <i>Council votes to adopt the plan</i>

Remaining To Dos:

- Draft short section on the Implementation Strategy (What committees will be involved, how the Council plans to evaluate progress)
- Finish & Review Inventory State Consistency Updates
- Hold Public Information Session on April 11th and prepare an online and feedback
- Determine method for incorporating any changes based on public feedback or town feedback

TOWN COUNCIL
Agenda Information Sheet

Meeting Date: 3/26/2024	UB #2
Agenda Item: FY25 Budget	
Informational:	
We have been working on the Budget Since Late December 2023, and we are now on Draft #16 for the Expenses and Draft #4 for the Revenue, for a net increase of 7.34%	
Recommendation:	
To approve both the Revenue and Expense Budgets for Fiscal Year 2025 as shown in the Supporting Documents.	
Requested Action:	
1- To make a motion to approve the Fiscal Year 25 draft Expense Budget increase of \$829,717, for a total of \$10,088,474. 2- To make a motion to approve the Fiscal year 25 draft Revenue Budget increase of \$150,555, for a total of \$4,767,489.	
Vote	

Expense Report FY25	Budget FY24	Budget FY 25	Difference	Draft 16th
TOWN COUNCIL	\$ 9,250	\$ 9,250	\$0	
TOWN MANAGER	\$ 239,049	\$ 246,925	\$7,876	
TOWN CLERK	\$ 162,030	\$ 173,018	\$10,988	
FINANCE	\$ 124,947	\$ 139,659	\$14,712	
COMPUTER	\$ 71,662	\$ 70,733	-\$929	
ADMINISTRATION	\$ 228,519	\$ 243,699	\$15,180	
TAX ASSESSMENT	\$ 132,181	\$ 164,826	\$32,645	
CODE ENFORCEMENT	\$ 92,975	\$ 102,788	\$9,813	
PLANNING	\$ 85,465	\$ 91,807	\$6,342	
ZONING BOARD OF APPEALS	\$ 750	\$ 750	\$0	
EMERGENCY MANAGEMENT	\$ -	\$ -	\$0	
FIRE DEPARTMENT	\$ 346,415	\$ 392,922	\$46,507	
WATER ASSESSMENT/HYDRENTS	\$ 299,735	\$ 329,709	\$29,974	
EMERGENCY/RESCUE SERVICES	\$ 101,640	\$ 195,040	\$93,400	
HISTORIC DISTRICT COMMISSION	\$ 250	\$ 500	\$250	
CONSERVATION COMMISSION	\$ 4,750	\$ 4,750	\$0	
STREET LIGHTS	\$ 8,800	\$ 7,500	-\$1,300	
FOOD PANTRY	\$ 200	\$ 200	\$0	
COMMUNITY CENTER	\$ 79,670	\$ 80,512	\$842	
TOWN HALL	\$ 110,320	\$ 110,712	\$392	
PUBLIC PARKS/FIELDS/MONUMENTS	\$ 64,785	\$ 66,735	\$1,950	
TOWN GARAGE	\$ 37,100	\$ 36,100	-\$1,000	
POLICE DEPARTMENT	\$ 1,377,050	\$ 1,606,190	\$229,140	
ANIMAL CONTROL	\$ -	\$ -	\$0	
DISPATCH CENTER	\$ 273,922	\$ 287,055	\$13,133	
EMPLOYEE BENEFITS	\$ 1,458,300	\$ 1,714,100	\$255,800	
HIGHWAY DEPARTMENT	\$ 1,109,794	\$ 1,174,911	\$65,117	
TRANSFER STATION	\$ 561,687	\$ 594,767	\$33,080	
RECREATION DEPARTMENT	\$ 144,983	\$ 158,841	\$13,858	
LIBRARY	\$ 230,801	\$ 265,174	\$34,373	
GENERAL ASSISTANCE	\$ 48,200	\$ 40,800	-\$7,400	
SOCIAL/CIVIC SERV.CONTRIBUTION	\$ 11,500	\$ 11,500	\$0	
DEBT -LEASES/BONDS	\$ 956,027	\$ 904,727	-\$51,300	
CAPITAL IMPROVEMENTS/RESERVES	\$ 886,000	\$ 862,275	-\$23,725	
MUNICIPAL	\$ 9,258,757	\$ 10,088,474	\$829,717	

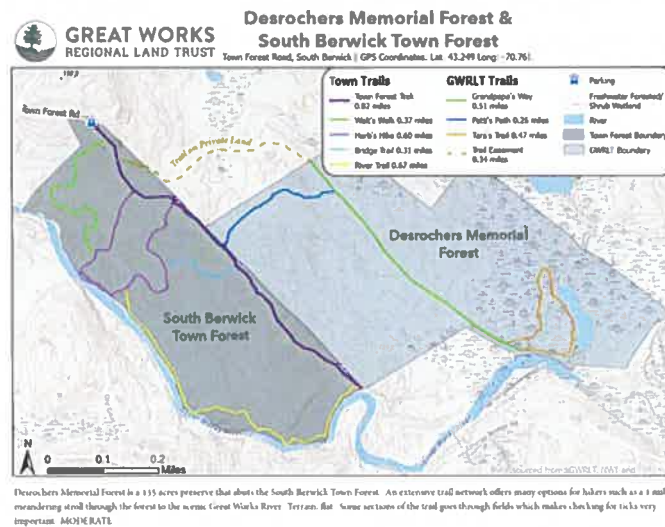
Prior to the 3/19 workshop	Added into the Budget	After changes from the 3/19/2024 Workshop
\$ 525,090.00	*Two Full Time Police Officers	\$829,717 Increase in Expenses
\$ (100,555.00)	*One Part Time Library Paige	-\$150,555 Less Increased Revenue
\$ 424,535.00	*As well as a few minor updates/changes	\$679,162 Additional amount from Tax Payers
4.59%		7.34%

Revenue Projection Report FY25											
	Collected	Collected	Collected	Collected	Collected	Projected	Amt Collected	Budget	DRAFT Variance	4th Draft	
	FY19	FY20	FY21	FY22	FY23	Budget	12/31/23	FY25	Over(Under)		
Revenue Name	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	FY24	50%		From last Budget		
INTEREST ON TAXES	23,461	22,522	21,605	21,956	18,546	18,000	6,360	17,000	(1,000)	Collected on past due taxes, Trending down	
TAX LIEN COSTS	5,818	5,168	4,723	4,249	3,071	4,000	1,545	3,000	(1,000)	Resident's have to pay the fees the town incurs.	
VEHICLE EXCISE TAX	1,464,676	1,417,772	1,560,161	1,500,045	1,520,164	1,435,000	790,038	1,445,000	10,000	Increases after Income Tax Returns and winter	
BOAT EXCISE TAX	4,331	4,735	5,339	5,029	4,731	4,500	575	4,500	0	Boat Registrations	
VEHICLE REGISTRATION	18,575	21,768	26,628	25,063	24,968	23,000	13,073	23,000	0	Increases after Income Tax Returns and winter	
TOWN CLERK LICENSES	8,693	7,608	7,199	9,288	9,287	7,000	4,242	7,000	0	More Online servies being used	
ROOM RENTAL	3,195	1,530	180			0			0	Room rentals	
Rents (BMV)	3,465	3,264	3,464	3,464	3,601	3,000	1,500	3,600	600	Driver's Ed area - Community Ctr.	
ASSESSING SERVICES	52,761	54,874	53,329	58,569	55,303	52,000	13,340	55,000	3,000	Billing to North Berwick	
STATE HIGHWAY URIP/LRAP	65,736	66,884	62,524	66,812	66,380	86,634	99,800	99,800	13,166	State Local Road Assistance-Additional Rt236	
VETERANS REIMBURSE	7,650	7,470	7,984	7,186	6,345	7,000		6,400	(600)	VA Exemption, State pays the town back.	
HOMESTEAD REIMBURSE	388,413	378,289	511,744	459,324	444,502	480,000	346,016	450,000	(30,000)	State Reimbursement of 70%	
BETE REIMBURSEMENT	16,994	16,194	13,880	13,130	14,052	13,000	41,292	13,000	0	Business Equipment Tax Reimbursement	
TREE GROWTH REIMBURS	11,870	15,744	15,349	23,351	24,220	15,000	27,114	18,000	3,000	From the State, for Tree Farm Tax reductions	
STATE REV. SHARING	436,984	675,474	945,547	1,373,290	1,559,763	1,225,000	721,134	1,255,000	30,000	Revenue Sharing @ 5%	
STATE PARK FEE SHARE	0	749	781	782	1,021	300		300	0		
SNOWMOBILE REIMBURSE		754.68	615	728	583	500		500	0		
GEN'L ASSIS.REIMBURS	30,820	16,829	16,031	21,792	16,946	15,000	6,952	15,000	0	State General Assistance Reimbursement	
BURN PERMIT REIM.	282	262	306	288					0		
FRANCHISE FEES	43,748	43,002	42,629	43,021	41,593	35,000	10,253	35,000	0	Comcast Franchise-Our Portion	
LAND SALE	96,433	0	0		148,453		6,844		0		
UNDESIGNATED FUND TR	450,000	500,000	700,000	700,000	700,000	850,000	850,000	900,000	50,000	Undesignated Fund to help with taxes	
INVESTMENT INTEREST	34,271	63,933	29,699	17,515	156,806	50,000	136,240	100,000	50,000	Back up to 3.75% up from .1%	
Other State REIMBURSEMENTS	749	355							0		
ADMIN - MISC.	10,081	10,029	4,455	15,851	8,688	4,000	9,493	5,000	1,000	Copies, Faxing, Pole permits, Notary, DBA fees, Tax card copies, etc.	
	3,250,772	3,335,211	4,034,172	4,370,733	4,829,023	4,327,934	3,085,811	4,456,100	128,166		
BUILDING PERMITS	44,699.60	47,419.44	67,897	73,508	48,462	45,000	17,575	45,000	0		
PLUMBING PERMITS	6,469.00	8,315.00	11,370	11,683	7,815	5,000	2,400	5,000	0		
SPECIAL USE PERMITS	375.00	525.00	1,535	2,433	400	400	25	400	0		
SPECIAL AMUSEMENT PE	70.00	105.00	70	35	130		105		0		
PLANNING REVIEW FEES	0	16,562	23,075	25,596	42,735	5,000	4,235	5,000	0		
ZBA VARIANCE FEE	197	346	70	70	470				0		
LICENSE FEES	0	1,400	1,400	1,400	2,800	1,400	3,000	1,400	0		
ORDINANCE FINES	0				300				0	Collection Year (every other - not collected prior year)	
	51,961										

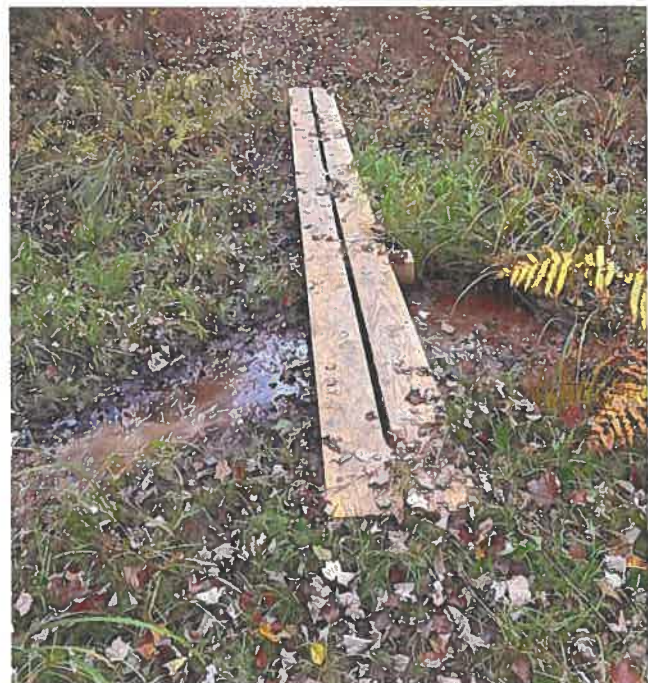
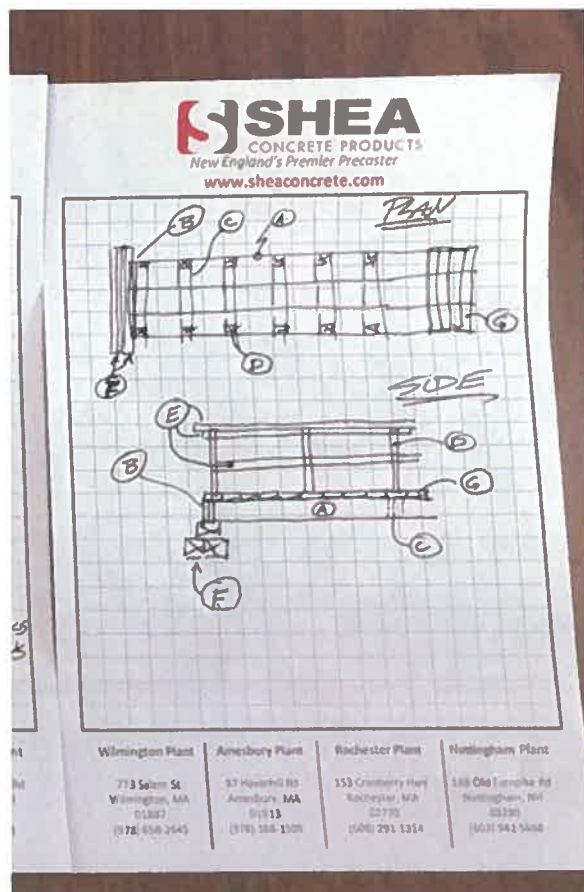
TOWN COUNCIL
Agenda Information Sheet

Meeting Date: March 26, 2024	NB #1
Agenda Item: Conservation Commission	
Informational:	
<p>The Conservation Commission has asked for \$2,248.06 to build two bridges in the South Berwick Town Forest. One Bog bridge and one foot bridge. Attached is their proposal including project timeline, cost, and written proposal. This is being funded out of a donation account which has a balance of \$14,000, which is used to fund miscellaneous Town projects that are not included in the annual operating budget. Because it is under \$10,000 it can be approved by the Town Manager.</p>	
Town Manager's Recommendation:	
<p>This is an FYI for transparency so the Town Council and the public can be aware of conservation work being done in the Town Forest.</p>	
Requested Action:	
<p>No action to be taken, informational only.</p>	
Vote N/A	

Project Description



The South Berwick Town Forest comprises 88 acres accessible by an entrance off Knight's Pond Rd. Overall, there are 2.7 miles of trails with over half a mile along the Great Works River. Abutting the Town Forest is the Great Works Regional Land Trust's Desrocher's Memorial Forest, with 135 acres of land and 1.6 miles of trails. The two preserves are connected by a trail. The Town Forest has been maintained by a group of volunteers over the years, with the most involvement by the Conservation Commission.



There are 6 sections of the longest stretch of trail – the Town Forest Trek (0.8 miles - purple) that are wet year-round due to wetland drainage and vehicle rutting from previous logging. Another section of the trail has a substantial dip where a flood plain empties into the Great Works River and will require a small foot bridge as bog bridging is insufficient.

Chris Mende of Civil Consultants provided a design for the foot bridge, and Shaun Dillon of Great Works Regional Land Trust provided the design for the bog bridge.

We are seeking \$2,248.06 total, with \$870.72 (pre-tax) for bog bridging and \$1260.14 for a foot bridge.

Project Timeline

Work will be completed in FY25 if funds are awarded. Likely the bog bridging will be completed in the calendar year 2024, while the foot bridge is more complicated and will require more resources and planning.

Project Costs

Materials: After obtaining 3 quotes from Morse Lumber, Eldredge Lumber and LaValley Lumber, the total is approximately **\$870.72** for the 12 10-foot sections of bog bridging materials.

Section	Total Distance	10 foot sections	Morse Lumber		Eldredge		LaValley	
			Cost (using 2 2x8s)	Cost (using 2 2x6s)	Cost (using 2 2x8s)	Cost (using 2 2x6s)	Cost (using 2 2x8s)	Cost (using 2 2x6s)
1	30	3	\$289.50	\$253.50	\$237.27	\$205.95	\$217.68	\$187.62
2	20	2	\$193.00	\$169.00	\$158.18	\$137.30	\$145.12	\$125.08
3	15	2	\$193.00	\$169.00	\$158.18	\$137.30	\$145.12	\$125.08
4	25	3	\$289.50	\$253.50	\$237.27	\$205.95	\$217.68	\$187.62
5	10	1	\$96.50	\$84.50	\$79.09	\$68.65	\$72.56	\$62.54
6	10	1	\$96.50	\$84.50	\$79.09	\$68.65	\$72.56	\$62.54
Totals	110	12	\$1,158.00	\$1,014.00	\$949.08	\$823.80	\$870.72	\$750.48
			Morse		Eldredge		LaValley	
			Cost 10x2x8 (1)	\$19		\$17.32		\$14.47
			Cost 10x2x6 (1)	\$13		\$12.10		\$9.46
			Cost 10x6x6 (1)	\$55		\$40.95		\$40.12
			Screws (12)	\$3.50		\$3.50		\$3.50

We chose LaValley Lumber and acquired a quote for the Foot Bridge as well (

Product	Quantity	Unit Price	Category	Subcategory	Total
2x8x10'	24	\$14.47	Bog Bridges	Planks	\$347.28
6x6x10'	12	\$40.12	Bog Bridges	Cribbage	\$481.44
2x12x16'	4	\$40.35	Foot Bridge	Joist	\$161.40
2x12x8'	5	\$20.29	Foot Bridge	Ends & Blocking	\$101.45
4x4x10'	8	\$16.01	Foot Bridge	Railing Posts/End Anchors	\$128.08
2x4x16'	6	\$13.33	Foot Bridge	Handrails/Sides	\$79.98
8x8x12'	3	\$155.61	Foot Bridge	Foundations	\$466.83
2x6x8'	17	\$7.20	Foot Bridge	Deck	\$122.40
Screws (12)	12	\$3.50	Bog Bridges	Screws	\$42.00
Misc	1	\$200.00	Foot Bridge	Misc. fasteners/screws	\$200.00

Totals

Bog Bridges	\$870.72
Foot Bridge	\$1,260.14
Total	\$2,130.86
Total w/ 5.5% tax	\$2,248.06

Labor:

\$0

Product	Quantity	Unit Price	Category	Subcategory	Total
2x8x10'	24	\$14.47	Bog Bridges	Planks	\$347.28
6x6x10'	12	\$40.12	Bog Bridges	Cribbage	\$481.44
2x12x16'	4	\$40.35	Foot Bridge	Joist	\$161.40
2x12x8'	5	\$20.29	Foot Bridge	Ends & Blocking	\$101.45
4x4x10'	8	\$16.01	Foot Bridge	Railing Posts/End Anchors	\$128.08
2x4x16'	6	\$13.33	Foot Bridge	Handrails/Sides	\$79.98
8x8x12'	3	\$155.61	Foot Bridge	Foundations	\$466.83
2x6x8'	17	\$7.20	Foot Bridge	Deck	\$122.40
Screws (12)	12	\$3.50	Bog Bridges	Screws	\$42.00
Misc	1	\$200.00	Foot Bridge	Misc. fasteners/screws	\$200.00

Totals

Bog Bridges	\$870.72
Foot Bridge	\$1,260.14
Total	\$2,130.86
Total w/ 5.5% tax	\$2,248.06

TOWN COUNCIL
Agenda Information Sheet

Meeting Date: March 26, 2024	NB #2
Agenda Item: Warrant Article	
Informational:	
<p>Great Works Regional Land Trust request for \$200,000 for the Salmon Falls Tidal Waters Project. After speaking with the Town's attorney we have two options.</p> <p>1) To see if the Town will vote to appropriate \$200,000 from the Undesignated Fund to Great Works Regional Land Trust for stewardship start-up costs related to the Salmon Falls Tidal Waters project?</p> <p><u>OR</u></p> <p>2) To see if the Town will vote to appropriate up to \$200,000 from the Undesignated Fund to Great Works Regional Land Trust for stewardship start-up costs related to the Salmon Falls Tidal Waters project, and authorize the Town Council to review and approve any expenditures for such costs submitted by the Great Works Regional Land Trust, as the Council deems in the best interest of the Town?</p>	
Town Manager's Recommendation:	
Recommends the second option for transparency and accountability on expending taxpayers' dollars as well as accountability for the Audit.	
Requested Action:	
Council wishes. Motion needed to appear on warrant.	
Vote	

Dawn Moreau

From: Philip Saucier <psaucier@bernsteinshur.com>
Sent: Tuesday, March 19, 2024 11:11 AM
To: Tim Pellerin
Cc: Dawn Moreau
Subject: RE: Warrant Article
Attachments: Town Council 03122024.pdf

Good morning Tim,

It was good to talk with you last week. You asked me to draft two potential warrant articles for the Town Council's consideration following up on a presentation from the GWRLT, one more open-ended and one more prescriptive. I thought I would reply to this email thread which contained the original warrant article and your follow-up question. Please let me know if you have any further questions.

- 1) To see if the Town will vote to appropriate \$200,000 from the Undesignated Fund to Great Works Regional Land Trust for stewardship start-up costs related to the Salmon Falls Tidal Waters project?

OR

- 1) To see if the Town will vote to appropriate up to \$200,000 from the Undesignated Fund to Great Works Regional Land Trust for stewardship start-up costs related to the Salmon Falls Tidal Waters project, and authorize the Town Council to review and approve any expenditures for such costs submitted by the Great Works Regional Land Trust, as the Council deems in the best interest of the Town?

Thank you,
Phil

Philip Saucier
BERNSTEINSHUR - Shareholder
Municipal & Governmental Services Practice Group Leader
207 228-7160 direct
My Bio | Portland, ME

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From: Philip Saucier <psaucier@bernsteinshur.com>
Sent: Wednesday, January 24, 2024 10:55 AM
To: Tim Pellerin (tpellerin@sbmaine.us) <tpellerin@sbmaine.us>
Subject: FW: Warrant Article

Hi Tim,

It was good to talk with you. You'll see the draft language for the warrant article we discussed back in 2022 (I do not have a copy of the final warrant article, so please let me know if it differs in any way). As drafted, the

article authorizes the appropriation of \$250,000 to assist the Great Works Regional Land Trust to purchase a particular piece of property of a defined number of acres on the Salmon Falls River tidal waters. If the Town wishes to instead give those funds to the GWRLT for other purposes, including the purchase of a different piece of property or for general operational purposes, the Town will need to vote to authorize such an expenditure through a new warrant article.

I hope this is helpful and please let me know if you have any further questions.

Take care,
Phil

Philip Saucier
BERNSTEINSHUR - Shareholder
Municipal & Governmental Services Practice Group Leader
207 228-7160 direct
My Bio | Portland, ME

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From: Philip Saucier <psaucier@bernsteinshur.com>
Sent: Tuesday, August 2, 2022 2:07 PM
To: Jennifer Janelle <jjanelle@sbmaine.us>; Tim Pellerin <tpellerin@sbmaine.us>
Subject: RE: Warrant Article

Hi Jennifer,

I only had to tweak the language you provided a bit to be able to draft the warrant articles. Those articles can read as follows:

- 1) To see if the Town will vote to appropriate \$250,000 from the Undesignated Fund to assist the Great Works Regional Land Trust purchase _____ acres of property on the Salmon Falls River tidal waters located at _____, such property to be used for public uses, and the appropriation of such funds will not affect the current mil rate?
- 2) To see if the Town will accept the ownership of land purchased by the Great Works Regional Land Trust on the Salmon Falls River tidal waters, such property located at _____?

Philip Saucier
Shareholder
Municipal & Governmental Services Practice Group Leader
207 228-7160 direct
207 774-1200 main
207 774-1127 fax
My Bio | [LinkedIn](#) | [Twitter](#)

BERNSTEINSHUR

Portland, ME | Manchester, NH | Augusta, ME | bernsteinshur.com

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From: Jennifer Janelle <jjanelle@sbmaine.us>
Sent: Tuesday, July 26, 2022 8:54 PM

VIN: KM8KMADE1RU247684



2024 IONIQ 5 SE RWD LONG RANGE

GOVERNMENT 5-STAR SAFETY RATINGS

SOLD TO: ME005 SHIPPED TO: ME005
ROWE HYUNDAI WESTBROOK
51 MAIN STREET
WESTBROOK, ME 04092

VIN: KM8KMADE1RU247684
MODEL: 50412REZ
ENGINE: EM17PD3621D
PORT OF ENTRY: PH
EXTERIOR COLOR: LUCID BLUE
INTERIOR/SEAT COLOR: GRAY/GRAY
TRANSPORT: TRUCK
ACCESSORY WEIGHT: 11 lbs / 5 kgs.
EMISSIONS: This vehicle meets emissions requirements in all 50 states and is a CARB certified Zero Emission Vehicle (ZEV)

Overall Vehicle Score

Based on the combined rating of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Not Rated

Frontal

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

★★★★★

Crash

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

★★★★★

Side

Based on the risk of injury in a side impact.

Not Rated

Rollover

Based on the risk of rollover in a single-vehicle crash.

Not Rated

Star ratings range from 1 to 5 stars (★★★★★) with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA).
www.safercar.gov or 1-888-327-4236

STANDARD FEATURES:

AMERICA'S BEST WARRANTY*
5-year/100,000-mile New Vehicle Warranty*
10-year/100,000-mile Powertrain Warranty*
11-year/100,000-mile Battery System Warranty*
7-year/100,000-mile Anti-Perforation Warranty*
3-year/36,000-mile Complimentary Maintenance*
5-year/unlimited-mile Roadside Assistance*
*Limited warranties, see dealer for details

ADVANCED SAFETY TECHNOLOGIES
Front, Front Side, Side-Curtain, & Rear Side Airbags
Forward Collision-Avoidance Assist
Lane Keeping Assist, Lane Following Assist
Blind-Spot Collision-Avoidance Assist
Rear Cross-Traffic Collision-Avoidance Assist
Parking Distance Warning - Reverse
Rearview Camera
Safe Exit Assist
Immobilizer

POWERTRAIN TECHNOLOGY
Electric Drive with 6-Speed Automatic
Lithium Ion Battery System with Preheating
DC Ultra-Fast Charging Capability
Shift-by-Wire Gear Selector
Regenerative Brake Level Control Paddles

EXTERIOR
19" Alloy Wheels
Active Grille Shutters
Automatic LED Headlights
LED Fog Lights
LED Multi-Function Running Lights
Proximity Key w/ Push Button Start
Cloth-Trimmed Seats
Power Driver Seat w/ Lumbar Support
Heated Front Seats
Leather-Wrapped Steering Wheel
Smart Cruise Control
Highway Driving Assist
Digital Instrument Cluster
12.3" Digital Instrument Cluster
Front and Rear USB Ports
Tire Mobility Kit (in lieu of spare tire)

MULTIMEDIA & CONNECTIVITY
12.3" Navigation System w/ AM/FM/HD Radio(TM)

MULTIMEDIA & CONNECTIVITY(cont.)

Smartphone integration (Apple CarPlay, Android Auto(TM) & Apple CarPlay(R))
Bluetooth® Hands-Free Calling (enrollment required)
Full Battery Charge
Manufacturer's Suggested Retail Price: \$45,550.00

ADDED FEATURES:
*Completed Floor Mats \$210.00
*Cargo Net \$55.00
*First Aid Kit \$30.00
*Mud Guards \$125.00
*Wheel Locks \$70.00

Inland Freight & Handling: \$1,375.00
Total Price: \$47,715.00

VIN: KM8KMADE1RU247684

Edmunds Top Rated Electric SUV of 2023 Over 300 miles of All-Electric Range



EPA DOT Fuel Economy and Environment

Electric Vehicle

Fuel Economy

114 MPGe Large Cars range from 14 to 137 MPGe. The best vehicle rates 140 MPGe.
combined city/hwy
city highway
132 98 30
100 miles
Driving Range
When fully charged, vehicle can travel about:
0 61 122 183 244
Charge Time: 8.5 hours (240V)

You save \$6,250
in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost \$700

Best 10 10

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs \$9.650 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$0.15 per kWh. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fuel economy.gov

Calculate personalized estimates and compare vehicles



Manufacturer's suggested retail price includes manufacturer's recommended pre-delivery service. Gasoline license and title fees state and local taxes and dealer installed options and accessories are not included in the manufacturer's suggested retail price. This label has been affixed to this vehicle by Hyundai Motor America, pursuant to the requirements of 15 U.S.C. 1231 et seq. which prohibits its removal or alteration prior to delivery to the ultimate purchaser.

PARTS CONTENT INFORMATION FOR VEHICLE IN THIS CARLINE:

U.S./CANADIAN PARTS CONTENT: 1%
MAJOR SOURCES OF FOREIGN PARTS CONTENT: KOREA: 95%

FOR THIS VEHICLE: FINAL ASSEMBLY POINT: ULSAN, KOREA

COUNTRY OF ORIGIN: KOREA
ENGINE: KOREA
TRANSMISSION: KOREA



VIN: KM8KMADE1RU247684

ELECTRIC VEHICLE REBATE PROGRAM**FORM #5 – GOVERNMENTAL ENTITY PRE-APPROVAL APPLICATION**

For general information about electric vehicles (EV) and charging visit efficiencymaine.com/ev. For more information about rebates for Maine governmental entities, including rules about eligibility, rebate limits, and limited-time promotions, visit efficiencymaine.com/ev-incentives-for-governmental-tribal-and-nonprofit/.

INSTRUCTIONS

1. Complete form (typed if possible) and submit a signed copy by email to ev@efficiencymaine.com.
2. Receive a letter from Efficiency Maine stating that you are eligible for enhanced rebates as a governmental entity.
3. Present the pre-approval letter from Efficiency Maine at the dealership to receive an enhanced rebate; OR submit the letter as part of rebate application for a vehicle purchased directly from the manufacturer.
4. Notify Efficiency Maine promptly of any changes to the number and type of vehicles that the entity plans to purchase or lease.

PRIMARY CONTACT/GOVERNMENTAL ENTITY INFORMATION

Name of Governmental Entity Town of South Berwick			Employer Identification Number (EIN): 01-6000372		
Primary Contact Name	Jennifer Janelle		Number of vehicles the entity intends to purchase or lease: 1		
Primary Contact Phone	207-384-3007		Make Hyundai	Model Ionic 5 - EV	
Primary Contact Email	jjanelle@sbmaine.us		Will the vehicle(s) be replacements for existing vehicles or adding new vehicles to the fleet?		Replacements <input checked="" type="checkbox"/> New vehicles <input type="checkbox"/>
Mailing Address: 180 Main Street			Physical Address (if different):		
City South Berwick	State ME	ZIP 03908	City	State	ZIP

SIGNATURE OF AUTHORIZED REPRESENTATIVE (Required)

This form certifies that the entity identified herein is a Maine Governmental Entity or a Tribal Government located in the State of Maine¹, duly formed and validly existing under applicable law. We acknowledge that execution and delivery of this certification is a condition for pre-approval by Efficiency Maine for eligibility to receive enhanced rebate amounts in the EV Accelerator Program.

Executed as of the date noted below by its duly authorized officer.

Full Name: Jennifer Janelle
Title: Assistant Town Manger/Finance Director

Signature of duly authorized officer:

Date: 3/11/2024

¹ For purposes of the Efficiency Maine EV Rebate Program, a Maine Governmental Entity means the State of Maine (including state departments, agencies, and authorities) and its political subdivisions (including a city, town, plantation, county, quasi-municipal corporation, school district, utility district, transit district or regional transportation corporation), all as further defined in 14 M.R.S. §8102. A "Tribal Government" means a federally-recognized tribal government located in the State of Maine, which are: the Aroostook Band of Micmacs, the Houlton Band of Maliseet Indians, the Passamaquoddy Tribe - Indian Township, the Passamaquoddy Tribe - Pleasant Point, and the Penobscot Indian Nation.



HYUNDAI CAPITAL AMERICA*

CERTIFIED CORPORATE RESOLUTIONS AND INCUMBENCY CERTIFICATE

The undersigned hereby certifies to Hyundai Capital America that (i) he or she is the ☐ secretary ☐ officer ☐ general partner ☐ manager ☐ member ("Authorized Person") of Town of South Berwick (the "Company") and has the authority to make the certifications set forth herein to Hyundai Capital America, (ii) the Company is a ☒ corporation ☐ limited liability company ☐ limited partnership ☐ general partnership duly formed, validly existing and in good standing under the laws of the state of Maine, and (iii) the following are true, complete and correct resolutions duly adopted by the governing body (board of directors, shareholders, partners, manager(s), or member(s)) of the Company at a meeting duly called and held on March 26, 2024 and at which a quorum was present and voting, and that such resolutions have not been amended or rescinded and are now in full force and effect:

"RESOLVED, that the Company be, and hereby is, authorized to lease or purchase the vehicle(s) described below (collectively, the "Vehicle(s)") from Rowe Ford (the "Dealer");

<u>2024</u> Year	<u>Hyundai / Ioniq5</u> Make/Model	<u>KM8KM4DE1RU247684</u> Vehicle Identification Number
 Year	 Make/Model	 Vehicle Identification Number
 Year	 Make/Model	 Vehicle Identification Number
 Year	 Make/Model	 Vehicle Identification Number

RESOLVED, that the officers, partners, members, managers, and employees of the Company, and any of them acting individually, be, and hereby are, authorized to enter into and perform on behalf of the Company one or more retail installment contract(s) or lease agreement(s) (collectively, "Contract(s)"), by and between the Company and the Dealer, for the lease of the Vehicle(s) or the financing of the purchase of the Vehicle(s), which Contract(s) may be assigned by the Dealer to Hyundai Capital America;

RESOLVED, that the officers, partners, members, managers, and employees of the Company, and any of them acting individually be, and hereby are, authorized to do any and all acts, including, but not limited to granting of a security interest in any assets of the Company, including but not limited to the Vehicle(s), to secure the Company's obligations under the Contract(s) and any amendments, renewals, and extensions thereof, to negotiate, make, complete, execute and deliver the Contract(s), and any of the agreement(s), instruments or documents provided for in the Contract(s) or appropriate to facilitate the transactions authorized herein, on such terms and at such rates of interest as may appear to any one of them in his or her sole discretion to be necessary or appropriate;

RESOLVED, that the secretary/officer/general partner/manager/member of the Company be, and hereby is, authorized to provide to Hyundai Capital America, upon request, an incumbency certificate or other document designating the persons authorized to execute contracts on behalf of the Company and any other document required by the Contract(s) or in connection with the lease or purchase of the Vehicle(s), including without limitation a copy of these resolutions; and

RESOLVED, that these resolutions may be relied upon by Hyundai Capital America until receipt by it of a written notice of any change therein;

The undersigned further certifies that the following individuals are the duly elected and acting officers of the Company as of the date hereof and that their genuine signatures appear after their respective names:

<u>Name</u>	<u>Office</u>	<u>Signature</u>

IN WITNESS WHEREOF, this Certificate has been executed and delivered as of _____, 20____.

Secretary Signature

[Corporate Seal]

Print Secretary Name

TOWN COUNCIL
Agenda Information Sheet

Meeting Date: 3/26/2024	NB #3
Agenda Item: New EV Car Lease	
Informational:	
Our FREE 3 year Lease from Rowe Ford for our current 2020 Electric Vehicle is now up. We qualify for a large credit from Efficiency Maine and Rowe Ford has a new 2024 Electric Car for us to lease for \$1794 per year for three years for a total cost of \$5382. This Vehicle is worth \$47,715.	
Recommendation:	
To sign the Corporate Resolutions and Incumbency certificate, and allow the Town Manager to sign the lease for the new 2024 Electric Hyundai Ioniq 5.	
Requested Action:	
Make a motion to sign the Corporate Resolutions and Incumbency certificate, and allow the Town Manager to sign the lease for the new 2024 Electric Hyundai Ioniq 5.	
Vote	

TOWN COUNCIL
Agenda Information Sheet

Meeting Date: March 26, 2024	NB #4
Agenda Item: Police Union Contract	
Informational:	
Town Manager's Recommendation:	
To accept and sign the Police Union Contract as presented in final copy effective 7/1/2024 through June 30, 2026. You will see by the letter form the South Berwick Police Department from the Union that the Union has accepted the draft proposal.	
Requested Action:	
Approve draft contract.	
Vote Town Council to approve the Police Department Labor Contract for patrol officers and sergeants effective July 1, 2024, through June 30, 2026.	



David S. Ruger
Chief of Police

South Berwick Police Department

1 FARMGATE ROAD
SOUTH BERWICK, ME 03908
TEL.: 207-384-2254
FAX: 207-384-3305



Scott M. Stephens
Lieutenant

Town Manager Tim Pellerin,



I am writing this letter to you on behalf of the South Berwick Police/Sergeants Union that we will accept the terms of the agreed upon contract for the next two years. Thank you for your professionalism during the last negotiation and look forward to working with you again.

Sincerely,

Jason MacLeod

Union Steward

AGREEMENT BETWEEN

TOWN OF SOUTH BERWICK, MAINE

AND

TOWN OF SOUTH BERWICK
POLICE DEPARTMENT, PATROL OFFICERS,
AND SERGEANTS

REPRESENTED BY:

TOWN OF SOUTH BERWICK,
SOUTH BERWICK POLICE DEPARTMENT
AND
M.A.P.

Effective date: July 01, 2024

Through date: June 30, 2026

Final 3/19/2024 by DM-EA to Admin

Presented at Town Council meeting on 3/26/2024

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ARTICLE 1 – PREAMBLE

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

ARTICLE 2 – RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of negotiating salaries, wages, hours, and other conditions of employment for all of its eligible employees within the bargaining unit as determined in accordance with the Municipal Public Employees Labor Relations Act.

ARTICLE 3 – UNION SECURITY

Membership in the Local Union is not compulsory. Employees have the right to join, not to join, maintain, or drop their membership in the Local Union as they see fit. Neither party shall exert any pressure on or discriminate against any employee in regard to such matters.

The Employer recognizes that the Maine Association of Police (MAP) is the registered bargaining agent for the South Berwick Police Association (SBPA) and the relationship between MAP, the SBPA and all employees covered by this contract is governed by The Maine Municipal Public Employees Labor Relations Act, as well as the bylaws of MAP (to the extent not inconsistent with State law) which allow MAP to control the terms of the relationship with its local units as well as all covered employees, including but not limited to the following: the terms of membership of its local units, the terms of individual membership with MAP

Any employee complying with these conditions shall be entitled to MAP services under this Agreement on the same basis and under the same terms as MAP members.

Any employee who is required by this Article to select from the options set out above may change his/her status with respect to those options during the twenty (20) calendar day period immediately prior to the expiration of this Agreement by giving written notice to the Town and to MAP during that period of time.

Attorney Fees:	\$200.00 per hour
Field Representative Fees:	\$ 75.00 per hour

All Fees are charged on the basis of minimum 15-minute periods.

ARTICLE 4 – IDENTIFICATION FEES

Should the Employer find it necessary to require employees to carry or record full personal identification, such requirement shall be complied with by the employees. The cost of such personal identification shall be borne by the Employer. Any time spent off duty in pursuit of required personal identification shall be compensated for at applicable rates of pay.

ARTICLE 5 – ACCESS TO PREMISES

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purposes of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the Employer's working schedule. Prior to entering the Employer's premises, the Union Representative shall notify the Police Chief and/or Town Manager two (2) hours prior to entry.

ARTICLE 6 – CHECK OFF AUTHORIZATION

1. The Employer shall deduct regular monthly dues and fees (including Agency fees, Fair Share fees, or service fees and initiation fees) upon receipt of a signed authorization from each employee (a copy of which is to be retained by the Employer) and a certification statement from the Secretary-Treasurer of the Local Union as to the amount for dues and fees. Such authorization shall be for the life of this Agreement and will be continued thereafter if an Agreement exists between the Employer and the Union. Unless an employee notifies the Union in writing no more than twenty (20) days and no less than ten (10) days before the expiration of the Agreement of his/her desire to revoke his/her authorization for checkoff.
2. The employer shall forward all such dues and fees so-collected to the Secretary-Treasurer of the Local Union before the tenth day of the month following the month in which the deductions are made.
3. Per Article 3 Section 1 upon notification by the Union of delinquent dues or incurred fees for services, the Employer shall deduct these dues or fees pursuant to applicable State & Federal Law.
4. The Union shall indemnify and hold harmless the Employer against all claims and suits which may arise or any adverse action resulting from the deduction of these dues or fees and remitting them to the Union pursuant to this Article.

ARTICLE 7 – GRIEVANCE PROCEDURE

A grievance is hereby defined as any dispute between the parties as to the meaning, or application, of the terms of this Agreement. The specifics of the dispute shall be indicated at Step 2 of the grievance procedure. Disputes arising between the parties shall be settled as follows:

Step 1

- A. The aggrieved employee and/or the Steward must present the grievance in writing to the Police Chief within ten (10) calendar days from the date of the event giving rise to the grievance.
- B. Within ten (10) calendar days after the grievance is presented by the employee, the Police Chief will meet with the employee and the Steward to discuss the grievance. The Police Chief will respond, in writing, to the aggrieved employee within ten (10) calendar days after the meeting date.

Step 2

- A. Within ten (10) calendar days after the written response of the Police Chief is delivered, if the grievance is not resolved between the parties, the aggrieved employee or the Union may submit the grievance, in writing, to the Town Manager.
- B. Within ten (10) calendar days after receipt of the written grievance, the Town Manager will hold a meeting on the grievance. Within ten (10) calendar days after the meeting, the Town Manager will respond in writing to the aggrieved employee and the Union as to their decision on the grievance.

Step 3

- A. In the event that the decision of the Town Manager is unacceptable, the Union may, within fourteen (14) calendar days after receipt of the Town Manager's response, file a written request for grievance arbitration of the issue and so advise the Town of the Union's request to arbitrate.
- B. The parties shall attempt to mutually agree upon an arbitrator. If the parties cannot agree upon an arbitrator within ten (10) calendar days from when notice to arbitrate is filed, either party can request the Maine Board of Arbitration and Conciliation to appoint an arbitrator. Failure to meet these timelines shall terminate the grievance. The arbitrator shall have no authority to amend, modify, add to, or detract from the specific terms and provisions of this Agreement. The arbitrator's decision shall be final and binding on the parties for the duration of the Agreement.

The arbitrator shall be requested to issue a decision within thirty (30) days after the conclusion of testimony and final argument. The expenses of the arbitrator's services and the proceedings shall be borne equally by 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 a record to be made providing it pays for the record and makes copies available without charge to the other party and to the arbitrator. Extensions of time limits for processing a grievance may be extended by mutual agreement and written consent of all the parties.

ARTICLE 8 – STEWARDS

Section 1

The Employer recognizes the right of the Union to designate a Steward or an Alternate. The authority of the Stewards and Alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- A. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
- B. The collection of dues when authorized by appropriate Local Union action.
- C. The transmission of such messages and information shall originate with and are authorized by the Local Union or its officers, provided such messages and information have been reduced to writing or, if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

Section 2

During the term of this Agreement, the Union shall not authorize any strikes, and the Town shall not authorize a lockout.

Section 3

Stewards shall be permitted to investigate, present, and process grievances on or off the property of the Employer without loss of time or pay so long as the Town does not incur any additional expenses, with a limit of two (2) hours per week. Such time spent in handling a grievance shall be considered working hours in computing daily and/or weekly overtime. However, any time spent as a Steward beyond normal working hours shall not be termed compensable time.

Section 4

When a member of the Union's negotiating team's work schedule interferes with a scheduled negotiating session, the Police Chief shall allow the employee to switch shifts so long as the other employee agrees to the switch.

Sections 5

The Union shall notify any Steward to cease and desist from taking any unauthorized action upon knowledge of such action or such notification by the Town of such action to the union.

ARTICLE 9 – UNION ACTIVITIES

The employer agrees to grant up to five (5) days per year for the unit without discrimination or loss of seniority rights and without pay to any employee designated by the Union to attend a labor convention or training seminar, provided a fourteen (14) day written notice is given to the Employer. Reserve personnel may be used to replace said employees. Only one (1) unit member shall be excused from work at any time, unless approved by the Police Chief.

ARTICLE 10 – DISCIPLINARY ACTION

Section 1 – Authority

In accordance with the Town Code Article XVI §31-63 and §31-64. The Town Manager and each department head is responsible for ensuring adherence to these rules and applicable work rules established for the Town or each department and for ensuring that reasonable standards or work quality and personal conduct are met. To ensure that these ends are met, the Town Manager and each department head are authorized to take disciplinary measures and to delegate that authority to supervisory personnel. However, the Town Manager must be notified in advance of and approve any unpaid suspension. Department heads shall not delegate their authority to suspend. Only the Town Manager shall have the authority to dismiss from service.

Section 2 – Just Cause

Disciplinary action shall not be taken for purely arbitrary or capricious reasons and only for just cause

Section 3 – Types

The following measures are the type of disciplinary action available. Discipline is intended to be progressive; however, these actions need to be applied in sequence depending on the infraction and the employee's personnel record.

- A. Verbal Reprimand: Usually utilized for minor infractions to correct a situation before it becomes more serious.
- B. Written Reprimand: Usually utilized for infractions more serious than a verbal reprimand or for continuation of behavior previously disciplined by the verbal reprimand or for behavior which in combination with the employee's personnel record warrants discipline beyond the level of a verbal reprimand.
- C. Suspension: Usually utilized for infractions more serious than a written reprimand or for behavior which in combination with the employee's personnel record warrants discipline beyond the level of a written reprimand.
- D. Dismissal: Usually utilized for infractions more serious than a suspension or for continuation of behavior previously disciplined by suspension or for behavior which in combination with the employee's personnel record warrants discipline beyond the level of suspension.

No employee shall be dismissed from service without first being given a hearing by the Town Manager. The employee shall be notified of the hearing at least five (5) calendar days in advance of the hearing and be furnished with copies of all evidence that pertains to the dismissal. Pending the hearing, the Town reserves the right to suspend an employee either with or without pay. The employee will have the right at the hearing to be represented, present evidence on their own behalf, and call or cross examine any witnesses. The Town Manager shall make a decision in writing on the dismissal within ten (10) calendar days from the conclusion of the hearing.

Section 4 – Documentation

Disciplinary action shall require that a written record be established and placed in the employee's file. A copy shall be provided to the employee. The content of the record shall contain the following minimum information:

- Name of the Employee
- Name of the Official taking the action
- Date the action was taken
- Nature of the infraction, when and where it occurred plus other pertinent information
- If it is a repeated action, indicate if there is a second still on file
- Set forth the behavior change expected and time frame if the employee is not being dismissed from service
- Identify the type of disciplinary action being taken and why it is being taken
- If review of employee's progress is called for, set forth a date and time for such review
- Signature of the person taking the action

- Signature of the employee acknowledging that he has received a copy of the disciplinary action

ARTICLE 11 – PERSONNEL FILES

As far as permitted by law, all personnel records, including home addresses, telephone numbers, and pictures of members shall be confidential and shall not be released to any person other than officials of the Department and other municipal officials.

Upon request, a member shall have the right to inspect his official personnel record. Inspection shall be during regular business hours and shall be conducted under supervision of the Employer. A member shall have the right to add to his personnel file a written repudiation of any material which he considers detrimental.

No written reprimand shall be placed in a member's personnel file unless the member is first given the opportunity to see a copy of the reprimand. Within five (5) days thereafter, the member may file a written reply. If the Employer thereafter places the written reprimand in the member's personnel file, he shall also include the reply.

All such reprimands shall be purged after 12 months. Purging, for the purposes of this section shall mean to no longer be considered for the purposes of progressive discipline; however pursuant to state law, the purged discipline would remain in the employee's personnel file. The purged discipline will be clearly marked as such to indicate its status as purged.

ARTICLE 12 – BEREAVEMENT LEAVE

An employee may be excused from work for up to five (5) days because of the death of their spouse. The employee may be excused from work up to three (3) days because of the death in the immediate family as defined below:

Immediate family is defined to mean parents, children, brothers, sisters, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, stepparents, stepchildren, step-grandparents and foster children.

The employee shall be paid their regular rate of pay for the scheduled work hours missed. It is intended that this time off be used for the purposes of handling necessary arrangements and attendance at the funeral.

One workday may be granted to employees at the sole discretion of the Town Manager for attendance at funerals of persons not covered under the above definition.

ARTICLE 13 – LEAVE OF ABSENCE

A full-time employee may be granted a leave of absence without pay by the department head with approval of the Town Manager for a period not to exceed one year. The

employee must use all vacation and holiday entitlement earned before commencing his/her leave of absence. The employee is expected to use this leave time only for the purpose for which it has been granted, and failure to return to work on the expiration of a granted leave shall be deemed a resignation from service. Possible uses of leaves of absence shall include, but not be limited to, attendance at an education institution, service in a labor union or medical disability.

No employee shall receive a salary or Town-paid fringe benefits while a leave of absence. However, the employee may elect to continue to be covered under the Town's insurance program, provided that the employee pays 100% of the cost of his/her continued participation. Employment and leave of absence shall terminate when the employee accepts other employment. When computing length of service for any reason, time spent on a leave of absence will not be computed. In effect, this changes the anniversary date of the employee for salary increases and other benefits.

ARTICLE 14 – MILITARY LEAVE

The Town will conform to Federal and State laws regarding military and reserve service leave.

ARTICLE 15 – SEPARABILITY AND SAVING CLAUSE

In the event that any article or section is held invalid or compliance with which had been restrained, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either Employer or Union for the purposes of arriving a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. If any provision of this Agreement shall be contrary to any State or Federal laws, such conflict shall not affect the validity of the remaining provisions of this contract.

ARTICLE 16 – INJURY ON DUTY

Employees who are eligible for workman's compensation for a service-connected injury may elect to take earned sick leave in addition to workman's compensation to the extent that it provides no more than full regular pay, and to the extent of earned sick leave credit. Employees with accumulated sick leave shall continue to receive weekly paychecks to offset the workers compensation wages not to exceed 100% of regular weekly wages.

ARTICLE 17 – NON-DISCRIMINATION

Section 1

The Employer and the Union agree to a policy of nondiscrimination in hiring, employment, and personnel actions based upon race, color, religion, age, sex, national origin, disability status, genetics, protected veteran status, sexual orientation, gender

identity or expression, or any other characteristic protected by federal, state or local laws.

Section 2

The Employer and the Union agree that there will be no discrimination by the Employer or the Union against any employee because of any employee's lawful activity and support of the Union.

Section 3

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

ARTICLE 18 – RESERVE PERSONNEL

In the event of a vacancy created by holiday (PTO), vacation or bereavement leave and when the Town chooses to fill such a vacancy, unit members shall have the first refusal for vacancies created by holiday (PTO), vacation and bereavement leave only. In the event of a vacancy created by the layoff of a regular employee after *July 1, 1993*, and the Town chooses to fill such vacancy, unit members shall have first refusal for the hours which the Town chooses to fill. Nothing in this Article shall prevent the Town from using reserve personnel to augment the regular policy force.

ARTICLE 19 – IN SERVICE RETIREMENT PROGRAM

The following conditions must be met for an employee to be eligible for the In-Service Retirement Program (Retire/Rehire Program).

In Service Retirement:

A. Employee must complete a MPERS plan. As of 01/14/2022 the MPERS Special Plan 1C but, if the town adopts a different plan, then the employee must fulfill the number of years required to retire from the newly adopted plan (example 25 years 66% plan).

B. Employee will notify the Town of South Berwick, in writing, no less than 90 days of their intention to retire/rehire.

C. Employee will be paid for all qualified accrued time at the time of separation.

D. Employee is subject to rehire at the discretion of the Police Chief, and approval of the Town Manager, at which time the Police Chief will provide a written agreement to rehire the employee after separation. The agreement will define a starting date for the employee in the written agreement.

E. Program Conditions:

1. The rehired employee must serve a minimum of 12 consecutive months from the written agreement rehire date. Failing to serve 12 consecutive months per the written agreement shall permit the Employer to recover all benefits that exceed the rehired employees' period of employment.
 - a. If the rehired employee is medically disqualified within the first 12 months of the written agreement the Employer may not recover all benefits that exceed the rehired employees' period of employment.
2. Rehired employees may be employed up to four years (48 months) in the program. After four years (48 months) the rehired employee may request to remain employed by the Town by writing to the Police Chief no less than 60 days before the four years (48 month) separation. The Chief of Police will review the rehired employees' annual reviews and merits and make a determination to submit the request to the Town Manager. The Town Manager will make a decision based on the annual reviews and merit. If rehired employee is granted to remain after the initial four years (48 months), each year after four years (48 months) the rehired employee must request annually to remain. A rehired employee may not remain for more than 10 years or 120 months from the original written agreement date.
3. Rehired employees will receive the pay level that was in place at the time of separation. Also, they will continue with the seniority, rank (if applicable), accrual rates for annual sick time, scheduled step increases that were reached at the time of separation.
4. Rehired employees sick time will accrue weekly starting at "zero" and have no monetary value at separation.
5. Rehired employees' vacation time will accrue weekly starting at "zero" and have no monetary value at separation.
6. Rehired employees' personal time off (PTO) will accrue as the police contract is written but will start at "zero." The personal time off (PTO) will not have monetary value at separation.
7. Rehired employees will have the required contribution for MPERS paid for by the Town. Rates are set by MPERS each July 1st.
8. Rehired employees will be eligible for all benefits for which they qualify until separation.
9. If the employee is medically disqualified (other than Worker's Compensation) from working within the department for a period exceeding 120 days, the employee shall be considered to have concluded the program.

10. Rehired employees will have the option to join the Deferred Compensation Plan without matching contribution by the Town.

Hire of Retired Officer (not inhouse):

A. Eligibility: Employee is subject to the rehire at the discretion of the Police Chief and approval of the Town Manager.

B. Conditions:

1. Chief of Police will determine pay and accrual levels.
2. Employee must serve a minimum of 12 consecutive months per the written agreement shall permit the employer to recover all benefits that exceed the rehired employees' period of employment.
3. Employee will not have any seniority upon hire but can move up in seniority if other employees leave or the employee is promoted.
4. Employee sick time will accrue weekly starting at "zero" and have no monetary value at separation.
5. Employee vacation time will accrue weekly starting at "zero" and have no monetary value at separation.
6. Employee personal time off (PTO) will accrue as the police contract is written but will start at "zero". The personal time off (PTO) will not have any monetary value at separation.
7. Employee will have the required contribution for MPERS as a deduction to payroll. Rates are set by MPERS each July 1st.
8. Employee will have the option to join the Deferred Compensation Plan without matching contribution by the Town.
9. If the employee is medically disqualified (other than Worker's Compensation) from working within the department for a period exceeding 120 days, the employee shall be considered to have concluded the program.
 - a. If the employee is medically disqualified within the first 12 months of the written agreement the employer may not recover all benefits that exceed the rehired employees' period of employment.

ARTICLE 20 – DEFECTIVE EQUIPMENT

The Employer shall furnish vehicles which are in a safe operating condition as determined by the Town and provide equipment as required by law. All vehicles must meet State inspection standards. Vehicles with minor defects shall remain in service and shall be corrected in a reasonable period of time.

Employees shall immediately, or at the end of the shift, report all defects of equipment to the Department Head or Shift Supervisor. The Department Head or Shift Supervisor will determine how that report will be documented.

All accidents to personnel or equipment must be reported immediately to the department head and/or supervisor and a written report must be made by the Employee on a form provided by the Town for that purpose before the end of the shift.

ARTICLE 21 – BULLETIN BOARDS

The Employer agrees to provide suitable space on a bulletin board for the Union to post appropriate notices. The Union shall limit its use of the bulletin board to official Union business, such as meeting notices and Union bulletins. The Union will see that said notices are removed no later than ten (10) days after said function.

ARTICLE 22 – SENIORITY

Section 1

A seniority list, by classification, shall be established naming all the employees covered by this Agreement, with the employee with the greatest seniority (years of service) listed first. Seniority shall be based upon the employee's last date of permanent hire. Seniority, for the purposes of this Agreement, shall be a major factor in all matters affecting lay-off, recall and vacation preference.

Section 2

In the event it becomes necessary for the Employer to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority, by classification, with bumping rights. All affected employees shall receive a two-week calendar advance notice of lay-off, and the Employer shall meet with the affected employees prior to actual occurrence of lay-off. Employees shall be recalled from lay-off according to their seniority. No new employees shall be hired until all employees on lay-off status have been afforded recall notices. Employees shall retain recall rights for only eighteen (18) months from the date of lay-off.

Section 3

The seniority list shall be brought up to date on January 1st of every year and posted immediately thereafter on bulletin boards for a period of not less than thirty (30) days, and a copy of the same shall be sent to the Union and the Steward. Any objection to the seniority list, as posted, must be reported to the Employer within ten (10) days from the date posted or it shall stand as accepted.

Section 4

All permanent job openings and/or vacancies shall be posted by the Employer.

ARTICLE 23 – POLYGRAPH TEST

The Chief shall be allowed to require Polygraph tests in accordance with State law.

ARTICLE 24 – EXAMINATIONS

Section 1

Physical or mental examinations required by the Employer shall be promptly complied with by all employees, provided, however, the Employer shall pay for all such examinations.

The Employer shall be responsible only for time spent at the place of examination or examinations. Examinations shall not be used to harass the Employee.

Section 2

The Employer reserves the right to select its own medical examiner or physician; and the Union may, if it believes an injustice has been done to an employee, have said employee re-examined at the employee's expense. In the event of a disagreement between the doctor selected by the Employer and the doctor selected by the Union, the Employer's doctor and the Union's doctor together shall select a third doctor within thirty (30) days whose opinion shall be final. The third doctor's expense shall be borne equally by the Employer and the employee.

ARTICLE 25 – COMPLAINTS FROM THE PUBLIC

The Town of South Berwick recognizes that from time to time the public may have complaints lodged against employees. Every complaint shall be handled in a timely and courteous fashion. Further, every complaint that is investigated will be done in a manner which equally considers the public's and the employees' rights. No complaints shall be considered under this article which shall have been filed more than thirty (30) days after

the complainant's first knowledge of the cause for complaint. The sole purpose of any investigation conducted under this article is to establish the legitimacy of the complaint.

The following procedure shall be used to handle complaints against employees:

- A. All complaints shall be submitted in writing.
- B. The supervisor and/or Chief and the employee will attempt to resolve the complaint informally.
- C. If the complaint is not resolved informally within five (5) calendar days, the employee shall be given a copy of the complaint defining the specifics of the complaint, including the names of witnesses, and the department head shall, within a reasonable period of time, determine what disposition shall be made of the complaint.

ARTICLE 26 – RETIREMENT

Section 1

The Town is a participating district of the Maine State Retirement System (MPERS) for the benefit of all eligible full-time employees requesting coverage. Contributions are made by employees through payroll deductions in accordance with the rates established by the MPERS. The Town contributes its share as required.

Special Plan 1C is for full time Police Officers only. It provides for one-half of an employee's average final compensation (AFC) after 20 years of service, plus an additional 2.0% of AFC for each year beyond 20.

Section 2

The Town makes available a 457 deferred compensation plan for employees covered by this contract. Employees may participate in either MPERS, the 457 plan, or both. Should an employee choose not to participate in the MPERS the Town will match the employee contributions up to 6.5%.

ARTICLE 27 – WAGES

YEARS	PATROL	SERGEANT
Years 0-1	\$ 29.36	\$ 36.96
Years 2-4	\$ 31.11	\$ 39.18
Years 5-9	\$ 32.98	\$ 41.53
Years 10-14	\$ 34.92	\$ 44.02
Years 15-19	\$ 37.06	\$ 46.66
Years 20+	\$ 39.28	\$ 49.46

Wage scale for Certified Blue Pin Maine Law Enforcement Officer.

Fiscal Year 2024-2025 there will be a wage increase of 3-5% for cost-of-living adjustments. The CPI factor shall be based on the Northeast Consumer Price Index/ Consumer Price Index for urban wage earners (CPI-W) not seasonally adjusted, all items, 12-month average December to December, annually adjusted on July 1st of the following year.

**Town Manager retains the right to hire at any level or to make wage increase or merit adjustments with recommendation from the Chief of Police.*

Shift Differential Pay:

All full-time police employees will be paid a shift differential pay in accordance with the following schedule:

Evening Shift	Midnight Shift
1.25	1.50

If there is a change in schedule for a period of one week or more, the individual will receive shift differential pay for the schedule worked. If the schedule change is less than one week, the individual will not receive shift differential pay. Shift differential is for hours worked in a week up to 40 only.

Incentives: As approved by Chief of Police.

Field Training Officer* .25/hr.

Drug Recognition Expert * .25/hr.

Specialty Instructor * .25hr.

SRT* .25/hr.

Intermediate Level Patrol Certification **– Pay increase of .50/hr.

Advanced Level Patrol Certification ** – Pay increase of .75/hr.

* These incentives are effective 7/1/2024.

** While qualified to hold certificate.

Note:

Certifications for Intermediate and Advanced Certifications must be on file as current to receive incentive to be verified with the Academy each July.

Longevity:

Full-time employees having completed 10 years of continuous full-time service will be paid an annual longevity bonus annually in June. The payment shall be deposited into the employee's Retirement Health Savings Plan as follows:

Completion of 10 years: \$ 500
Completion of 15 years: \$ 750
Completion of 20 years: \$1,000

Annual longevity bonus paid on anniversary date of hire and credited to the employee's Retirement Health Savings Plan

Retention Incentive Bonus- \$500 credit a year per year worked in South Berwick only. In order to be eligible for this benefit you must have been employed for a minimum of 12 years with South Berwick Police Department to be vested.

New Police Officer Hires with Practical Experience:

For purposes of hiring in length of service will be calculated based upon bona fide years of sworn law enforcement service on a full-time basis in any state with any law enforcement agency of comparable size and/or with equivalent duties and responsibilities. Placement will be contingent upon the officer either being or becoming certified under the standards of the Maine Criminal Justice Academy under authorization of the Police Chief.

This experience credit is for base salary compensation and vacation and shall not be used to computer department seniority.

Military:

For the purposes of hiring in, any employee with Military Service shall be granted one year of bona fide law enforcement service for every 3 years of active military service and one year of bona fide law enforcement service for every 6 years of reserve service applicable to law enforcement. (Minimum of 4 years with honorable discharge.) with authorization of the Chief of Police.

ARTICLE 28 – VACATION

Vacation privileges are available only to full-time employees.

Accrual schedule:

Each full-time employee shall earn annual vacation pay on the following basis:

Years of Service	Accumulation
0-5	80 hours/year
6-10	120 hours/year
11-15	160 hours/year
16+	200 hours/year and can sell 40 hours

No employee shall have accrued as of his/her anniversary date more than forty (40) hours above the maximum number of hours he/she would be entitled to earn in that year of service with the Town. An employee with more than two weeks of vacation may deposit up to 40 hours of vacation time into their Retirement Health Savings Account. Any excess accumulation beyond 40 hours over the employee's annual accrual as of December 31st each year will be deposited in the Employee's Retirement Health Savings Account.

For purposes of this section, the first month of an employee's service shall be counted as a full calendar month of service if employment began on or before the 15th day of the month and the last month of employee's service shall be counted as a full calendar month of employment if employment terminates on or after the 15th day of the month.
Eligibility:

To be eligible for a vacation, an employee must have completed his/her probationary period and have status as a full-time employee.

Scheduling:

All vacation time shall be scheduled by permission of the department head at times mutually agreeable to the employee and the department head, except that vacation shall not disrupt departmental operations. All requests for vacation time shall be submitted at least two (2) weeks in advance of the beginning of the vacation requested on forms prescribed by the Town. Should employees desire the same vacation days, preference will be given to the person who submitted his/her request first. Should the requests have been submitted on the same day, the employee with greater seniority shall have preference.

Separation:

Upon separation, an employee is entitled to the amount of vacation time due him/her according to the vacation schedule.

Double Wages:

An employee shall not be allowed to work and be paid double his wage during his/her vacation period unless approved in advance by the department head.

Split Vacations:

Split vacations must be approved in advance by the department head.

ARTICLE 29 - INSURANCE

Hospital, Surgical, and Major Medical Insurance:

The Town participates in a group health insurance program. Full-time employees are eligible to participate in the health insurance program. Coverage becomes effective the month following the date of hire.

Effective July 01, 2024, to June 30, 2026, the Town's contribution rate will be as follows: Employee: 80%; Dependent 80%

The Town and Union agree to a reopener should the Town decide to change plans during the term of this contract. The Town will supply an HRA account for employee utilization from The HRA account will be in an amount equal to the amount of the deductible, although the Town reserves the right to provide those funds for expenses other than the deductible.

Income Protection:

The Town participates in the Maine Municipal Employees Health Trust Income Protection Program. The Town pays 100% of the cost of the Income Protection premium at the appropriate level of coverage for all eligible full-time employees requesting coverage. Employees with accrued leave available may receive wages to offset the income protection benefit not to exceed 100% of regular weekly earnings.

Life Insurance:

The Town participates in a group life insurance program and pays 100% of the premium for term life insurance in an amount equal to the annual wage or salary rounded to the nearest one thousand (\$1,000) dollars of the employee for all eligible full-time employees requesting coverage.

ARTICLE 30 – RETIREMENT HEALTH SAVINGS

The Town participates in a Retirement Health Savings Plan (RHS). The Plan is an Employer-sponsored health benefit savings vehicle that allows full-time union

Employees to accumulate assets to pay for medical and dental expenses on a tax-free basis upon retirement, or at termination of service. The outline of the plan is as follows:

- A. Employees will have a maximum accrual of 400 medical leave hours.
- B. On December 31st of each year, employees shall contribute a percentage of their unused annual medical leave accrual as follows:
 - 1. Employees with 100 to 400 medical leave hours shall contribute 25% of the value of their unused annual accrual. The remaining 75% will accumulate until 400 hours is obtained.
 - 2. Employees with more than 400 medical leave hours shall contribute 50% of the value of their unused annual accrual. The remaining 50% will be forfeited.
 - a. Medical leave used during the calendar year is first drawn from the current calendar year's accrual. Additional leave is drawn from the prior accumulation.
 - b. Any medical leave hours forfeited in this plan cannot be donated to the Sick Leave Bank.
- C. Annual longevity bonus paid on anniversary date of hire.

ARTICLE 31 – MEDICAL LEAVE

Eligibility: Short Term

- A. Self: Full-time and regularly scheduled part-time Employees of the Town of South Berwick shall be eligible for medical leave, Medical leave shall be granted where non-service connected illness or injury renders the employee unable to perform the duties of his/her position or for other work for which he/she may be qualified: or for attending routine appointments that can only be scheduled during work times relating to the employee's personal health care or preventative health care, such as doctors, dentists, or other professional health providers.
- B. Immediate family care: Employees shall be eligible to use medical leave for the required necessary medical care or doctor/dental visits of the employee's immediate family.

Immediate family is defined as the employee's spouse, parents, children, brothers, sisters, mother-in-law, father-in-law, brother-in-law, sister-in-law,

grandparents, grandchildren, stepparents, stepchildren, step-grandparents, and foster children.

The Town of South Berwick will provide FMLA benefits under guidelines of the Federal Family and Medical Leave Act of 1993.

Accrual:

Medical leave for full-time employees shall accrue at the rate of one (1) workday for each calendar month of service, accumulative to a maximum of four hundred (400) hours

For the purposes of this section, the first month of an employee's service shall be counted as a full calendar month of service if employment began on or before the 15th day of the month, and the last month of the employee's service shall be counted as a full calendar month of employment if employment terminates on or after the 15th day of the month. Medical leave shall not be paid on any observed holiday established by this policy

Accounting:

Medical leave, when used, shall be charged to the employee's medical leave account. Each department head shall review medical leave records pertaining to his/her department on a monthly basis and shall have the authority to investigate cases where there is a reason to suspect that abuse is occurring.

Abuse of Medical Leave:

Medical leave is designated by the Town to give employees protection against loss of income during periods of illness or injury as described above. Willful abuse of the medical leave privilege shall be cause for dismissal or other disciplinary action. After an absence of three (3) or more consecutive workdays, the employee, if requested, shall furnish his/her department head with a return-to-work slip from the employees attending physician.

Workman's Compensation:

Employees are eligible for workman's compensation for a service-connected injury and may elect to take earned medical leave in addition to the workman's compensation to the extent that it provides no more than the full regular pay and to the extent of earned medical leave credit. (Refer to Article 16 – Injury on Duty.)

Retirement, Death:

Upon retirement from service from the Town of South Berwick or upon death, an employee or his/her estate will be compensated for twenty-five percent (25%) of his/her medical leave balance at the rate equal to his/her rate of pay at retirement or death

ARTICLE 32 – PROFESSIONAL PLAN

Education:

The Town will pay up to \$1,000.00 a year for class reimbursement if a grade point average of a B or better is earned, and the employee has completed three (3) years of full-time service. Classes must be approved by the Police Chief prior to the employee's participation to be reimbursed. Classes must be approved by the Police Chief prior to the employee's participation for reimbursement eligibility.

The Town will also pay a one-time payout of \$1,000.00 for a bachelor's degree and \$500.00 for an associate degree to any employee hired prior to July 1, 2004. Any employee hired after July 1, 2004, must complete three (3) years of full-time service with the Town to be eligible for the education incentive.

Starting in Fiscal Year 2024, employees with an associate degree will receive an additional incentive of .25 and employees with a bachelor's degree will receive an additional incentive of .50 added to employees' hourly base pay. This incentive will be lieu of the one-time payout.

ARTICLE 33 – MANAGEMENT RIGHTS

The Town retains all rights and authority to manage and direct its employees. It is recognized by way of illustration and not by way of limitation that such rights and authority include, but are not limited to, the right and authority to exercise control and discretion over the organization and the efficiency of the operations of the department; to set standards for service to be offered to the public; to direct the employees of the department, including the right to assign work and overtime, to hire, examine, classify, evaluate, promote, train, transfer, assign and schedule employees in positions with the Town; to suspend, demote, discharge, or take other disciplinary action against employees; to increase reduce or change, modify or alter the composition and size of the workforce, including the right to relieve employees from duty because of lack of work or funds or other legitimate reasons; to determine the location, method, means, and personnel by which operations are to be conducted; to establish, implement and maintain effective safety, health and property protection measures; to create, modify or delete the rules and regulations; to take necessary action to carry out the mission of the department in cases of emergency, except as otherwise specifically provided for in this Agreement.

ARTICLE 34 – HOURS AND OVERTIME

The regular work week shall be forty (40) hours. Hours worked in excess of forty (40) hours a week shall be paid at the rate of one and one-half (1 ½) times the base hourly rate. The Town retains the right to make changes in the work schedule; however, Police Officers shall, for the duration of this contract, work a so-called four and three schedule with four (4) ten (10) hour days on, and three (3) days off. For purposes of this

section, hours worked shall include hours actually worked, hours compensated for with holiday pay, vacation leave pay, sick leave pay, or bereavement pay. Workers with Special Assignments may be scheduled differently to fit the needs of the assignment.

Call-in:

An employee called to work outside his/her regularly scheduled shift shall be paid a minimum of three (3) hours work at one and one-half (1 ½) times their regular hourly rate. Such call back time shall not be annexed consecutively to either end of a work shift. A two (2) hour minimum shall apply to departmental meetings.

Court Time:

Any employee required during his/her off-duty time to appear at legal or administrative proceedings to be a witness to any matter arising out of his/her performance of his/her duties as a Police Officer or Dispatcher (the Town is not responsible for payment if such appearances are for personal reasons) shall be compensated at a minimum of three (3) hours at time and a half rate of pay. Compensable time begins either at a distance from the Police Station or another location, whichever is closer to the proceedings.

Special Details:

Special details shall be paid at \$80 per hour. Special details shall be defined as work for which the Town is reimbursed by a third party. A minimum of two (2) hours shall apply to school-paid details, and for all other special details a four (4) hour minimum shall apply.

ARTICLE 35 – HOLIDAYS

All full-time employees who have served at least thirty (30) days shall be eligible to holidays as follows:

New Year's Day	Labor Day
Martin Luther King Day	Indigenous Peoples Day
President's Day	Veterans Day
Patriots Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Juneteenth	Christmas Day
Independence Day	

Any employee who works five (8) hour days per week will accrue holiday time at a rate of 8 hours for each of these holidays. An employee who works four (10) hour days per week will accrue holiday time at a rate of 10 hours for each of these holidays.

The only exception to this is the School Resource Officer (SRO) who works both eight (8) and ten (10) hour weeks depending on the assignment. In this situation, the accrual rate will be based on the SRO's scheduled work week at the time of the holiday.

An employee shall only receive holiday pay at his/her basic hourly straight time rate for the number of hours equal to the employee's regularly scheduled workday. Employees shall receive one and one-half (1 ½) times their normal rate of pay for hours actually worked on Christmas, Thanksgiving and New Year's Day.

PTO Accumulation:

PTO time earned and accumulated, for holidays, shall not accrue to more than 200 hours. Each year during the month of December, employees with hours of accumulation in excess of 200 will be required to surrender that accumulation into the Retirement Health Savings Account. Employees are eligible to receive payment for up to one hundred (100) hours of holiday time per contract year. Any amount of 20 hours or more will be paid in a separate check when requested in advance. Employees may also opt to sell any or all accumulated PTO time into their Retirement Health Savings Account as of December 31st of each annual year.

ARTICLE 36 – IN-SERVICE TRAINING

The Employer shall make available to all employees covered by this Agreement a minimum of twenty (20) hours for Dispatchers and forty (40) hours for Police Officers per year of in-service training.

ARTICLE 37 - CLOTHING ALLOWANCE

All Police Officers shall be issued appropriate uniforms and equipment in accordance with the department's standard operating procedures. After the initial year of employment, the Town shall appropriate one thousand (\$1000) dollars per officer per year to purchase/replace and/or repair uniforms and equipment. Each Police Officer has the option to purchase, with the Chief of Police or Chief's designee approval, clothes appropriate for court to be used for departmental business to be paid for out of the above-referenced \$1000 clothing allowance. All requests are to be submitted in writing to the Chief of Police or Chief's designee.

With mutual agreement by the officers affected, the Police Chief shall maintain the discretion to provide with more than or less than the allocation.

ARTICLE 38 – CONTRACT CONTINUANCE

In the event of a contract closing the prior contract will stay in effect until a new contract is negotiated and signed by all parties.

ARTICLE 39 – DURATION OF AGREEMENT

This agreement shall be effective July 01, 2024, and remain in full force and effect unless mutually agreed to amend until June 30, 2026.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this _____
day of _____.

FOR THE EMPLOYER:
Town Council

FOR THE UNION:

Mallory Cook Madame Chair

Jason Macleod- South Berwick PD
Union Steward

John James Vice Chair

Melissa Costella

Dan Aguilera- South Berwick PD
Union Steward

Jeffrey Minihan

M.A.P

Jessica Cyr

Philip Moore- South Berwick Union
Steward

Timothy Pellerin- Town Manager

APPENDIX A

EMPLOYEE PERFORMANCE EVALUATION PROGRAM

POLICY

The Town will evaluate all employees. All non-probationary employees shall be evaluated on their anniversary date and annually thereafter.

PURPOSE

The purpose of the evaluation program is to ensure on-going communication regarding performance between supervisors and employees. The objectives of the program include:

1. Evaluating employee performance on a formal periodic basis.
2. Promotion of common understanding of individual needs, work objectives and standards of acceptable performance.
3. Providing employees with feedback as to how well the supervisor believes an employee is meeting expectations and specific courses of action a subordinate can take to meet or exceed expectations.
4. Providing supervisors with feedback as to how the supervisor and/or organization can help the employee meet his personal growth development.
5. Assist the department heads and Town Manager on decisions regarding training, reclassifications, promotions, pay adjustments.
6. Improve the learning process and maintain up-to-date job descriptions.
7. Improve employee morale.

PROCEDURE

The performance evaluation shall be completed by the Police Chief using forms prescribed by the Town Manager.

If an employee shall receive an overall evaluation of unsatisfactory, the Police Chief shall conduct a follow-up evaluation within sixty days of the date of the unsatisfactory evaluation.

After the special review is held, the original evaluation, special evaluation, and the Police Chief's recommendation for action concerning the employee shall be directed to the Town Manager. If an employee receives an unsatisfactory evaluation on the special

APPENDIX A (cont.)

review, his in-grade progression shall be denied for one year and another special evaluation shall be conducted within sixty days. Should the first sixty-day special evaluation be satisfactory, then the pay raise shall be effective at the sixty-day period. Should this second special review result in another unsatisfactory evaluation, the Town Manager may be requested to conduct a hearing regarding possible disciplinary action.

FORMS

Shall be provided by the Town Manager. The basic elements of the performance evaluation system are the factors and criteria against which performance is measured.

A factor is a major component of work being performed. (Example: Operation and maintenance of equipment)

Criteria are identified as segments of the component that can be measured. (Example: Preventive maintenance performed on schedule)

The factors and criteria should be directly related to the duties outlined in the position description.

Forms shall also provide spaces to cite examples of past performance to support ratings, to cite examples, to reinforce desirable performance, to outline actions to develop desired abilities, and to obtain employees' comments and reactions to the evaluation.

Forms shall bear the date of the evaluation as well as the employee's signature, rater's signature, and the department head and/or manager's signature. (The employee's signature does not indicate agreement with the evaluation.)

APPEALS

Employee appeals regarding contested evaluations shall be brought informally to the Chief. If not resolved at that level within ten (10) working days, the appeal shall be presented to a Labor/Management Appeal Board of four (4) members, 2 chosen by the Town and 2 chosen by the Union. A majority decision of that Board shall be binding, tie votes may be appealed or arbitrated in accordance with the arbitration procedure in the contract.

SUMMARY

The success with the program depends on the supervisor's ability to use the system as a management tool. The prime factor in obtaining the best results of the performance evaluation is the supervisor's fair, impartial, and sincere desire to help the employee grow and advance with the Town. Periodic performance evaluation is one of the best

APPENDIX A (cont.)

methods to improve relationships with employees and to help them fulfill their needs for satisfactory recognition and growth.

The employee performance evaluation program and procedure shall be reevaluated by both parties within one (1) year of the effective date of the Agreement. Any changes agreed to by the parties shall become effective immediately thereafter.

APPENDIX B

Wage Scale attached.

APPENDIX B

Full Name	Hire Date	Job Title	Years of Service	Performance Metrics & Progress										TOTAL Hourly FY24	Step Increase	Military Credit Years to be Added	Experience Credit Years	% of Increase
				FY24 July 1st. 8.7% Increase	Advanced Level Cert.	Intermediate Level Cert.	Education AS .25	Education BA .50	Field Training Officer	Drug Recognition Expert	Instructor of Firearms	SRT - Swatt Team						
					0.75	0.5			0.25	0.25	0.25			At Anniversary				
MOORE, PHILIP E	3/2005	SERGEANT	18	\$ 42.71	\$ 0.75		\$ 0.25						\$ 43.71			11	16%	
NIEHOFF, TIMOTHY	9/3/2023	Detective Sergeant	0	\$ 38.02									\$ 38.02			1		
ARSENULT, DAVID L	12/2013	BLUE PIN OFFICER	10	\$ 34.06									\$ 34.96			11	19%	
LEGENDRE, JASON	5/20/2023	OFFICER	0	\$ 28.49			\$ 0.25						\$ 28.74			1		
MACLEOD, JASON D	9/2020	BLUE PIN OFFICER	3	\$ 32.97		\$ 0.50							\$ 33.97			10	15%	
SPROUSE, JOHN	1/1/2023	OFFICER	0	\$ 28.49			\$ 0.50						\$ 28.99			11	11%	
AGUILERA, DAN J	8/2021	OFFICER	2	\$ 33.94			\$ 0.25						\$ 34.19			9	23%	
ZILLISIO, ANTHONY	10/18/2023	OFFICER	0	\$ 28.49			\$ 0.50						\$ 28.99			1		
Full Name	Hire Date	Job Title	Years of Service	Performance Metrics & Progress										TOTAL Hourly FY25	Step Increase	Military Credit Years to be Added	Experience Credit Years	% of Increase
				FY25 July 1st. 3.3% Increase	Advanced Level Cert.	Intermediate Level Cert.	Education AS .25	Education BA .50	Field Training Officer	Drug Recognition Expert	Instructor of Firearms	SRT - Swatt Team						
					0.75	0.5			0.25	0.25	0.25			At Anniversary				
MOORE, PHILIP E	3/2005	SERGEANT	19	\$ 44.12	\$ 0.75		\$ 0.25		\$ 0.25	\$ 0.25			\$ 45.62			12	4.4%	
NIEHOFF, TIMOTHY	9/3/2023	Detective Sergeant	1	\$ 39.27					\$ 0.25				\$ 39.52		2	4	4.0%	
ARSENULT, DAVID L	12/2013	BLUE PIN OFFICER	11	\$ 38.11					\$ 0.25		\$ 0.25		\$ 38.61			12	4.7%	
LEGENDRE, JASON	5/20/2023	OFFICER	1	\$ 31.11			\$ 0.25			\$ 0.25			\$ 31.36		1	3	9.1%	
MACLEOD, JASON D	9/2020	BLUE PIN OFFICER	4	\$ 34.92	\$ 0.75		\$ 0.50						\$ 36.17			11	6.5%	
SPROUSE, JOHN	1/1/2023	OFFICER	1	\$ 32.98			\$ 0.50				\$ 0.25	\$ 0.25	\$ 33.73	\$ 1.94	8	10	16.4%	
AGUILERA, DAN J	8/2021	OFFICER	3	\$ 35.06			\$ 0.25		\$ 0.25				\$ 35.56		2	12	4.0%	
ZILLISIO, ANTHONY	10/18/2023	OFFICER	1	\$ 31.11			\$ 0.50						\$ 31.61			2	9.0%	

