

- SPECIAL PUBLIC MEETING –
Rockport Select Board
Monday, June 27, 2016
7:00 p.m.
Rockport Town Office
Richardson Room

AGENDA

I. Call Meeting to Order

II. Announcements

- There will be a special meeting of the Mid-Coast Solid Waste Board of Directors on Thursday, June 30, 2016, 6:00 p.m., Rockport Town Office Richardson Room
- The Special Election for a Maine School Administrative District #28 Director to also serve concurrently on the Five-Town Community School District #19 School Board will be Tuesday, August 2, 2016, from 8 a.m. to 8 p.m. in the Richardson Room of the Town Office
- The Town Clerk's Office will be temporarily relocating to the Richardson Room of the Town Office beginning Wednesday, August 3, so lobby and clerk area can have repairs made, walls and ceiling repainted, new carpeting can be installed and a vestibule can be added to the lobby area

III. Unfinished Business

- Set the date for the Special Election for a Maine School Administrative District #28 Director and to also serve concurrently on the Five-Town Community School District #19 as Tuesday, August 2, 2016, from 8 a.m. to 8 p.m.
- Discussion and approval of Interlocal Agreement regarding the police chief
- Confirm Committee Liaison Assignments
- Vote to appoint Owen Casas to a three-year term on the Mid-Coast Solid Waste Corporation Board of Directors commencing July 1, 2016-June 30, 2019
- Accept the Resignation of Ms. Stephanie Lash from the Library Committee and decide on how to proceed in filling the two years remaining on that term of office

IV. Adjournment

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NOTES

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III. Unfinished Business

- Set the date for the Special Election for a Maine School Administrative District #28 Director and to also serve concurrently on the Five-Town Community School District #19 as Tuesday, August 2, 2016, from 8 a.m. to 8 p.m.

Due to the fact we had several people (20 +/-) with just one write-in at the June 14th Election, it is required that we have a special election. Town Clerk Linda Greenlaw can contact all of those individuals and get them to sign a notarized statement if they would not like to be on the ballot.

Suggested Motion: Motion to set the date for the Special Election for Maine School Administrative District #28 Director to also serve concurrently on the Five-Town Community School District #19 as Tuesday, August 2, 2016 from 8 a.m. to 8 p.m. in the Rockport Town Office Richardson Room.

- Discussion and approval of Interlocal Agreement regarding the police chief

With the upcoming retirement of Police Chief Mark Kelley, attached you will find the proposed Interlocal Agreement regarding the police chief for a beginning six-month period. Additionally you will find a mutual aid agreement that allows slightly more cooperative effort on the parts of both departments in the way of officer coverage and supervision.

Both agreements are based on the ones in place in Bar Harbor and Mt Desert. The interlocal agreement has been vetted by Town Counsel and approved by her.

The cost sharing is a formula based on two factors, town population and department size (based on budgeted officers) and the average of those two factors is 37% of the Camden Chief's salary.

Keep in mind that this is a 6-month agreement with check ins to occur in September and November to see how it is going.

The mutual aid agreement is simply a strengthening of the existing agreement which will make the cooperation between the two departments much better. We had an example of that this weekend which worked perfectly.

As of July 2nd we will not have a chief and need the agreement in place. We are understaffed and need to get moving, again, there is ample opportunity to tweak changes in the agreement if necessary but at some point there is an element of trust between the two towns to make this work.

Suggested Motion: Motion to approve the Joint Agreement between the Towns of Camden and Rockport for Police Chief Services.

Suggested Motion: Motion to approve the Mutual Aid Agreement for Policing Services between the Communities of Camden and Rockport.

- Confirm Committee Liaison Assignments

Suggested Motion: Motion to confirm the committee liaison assignments.

- Vote to appoint Owen Casas to a three-year term on the Mid-Coast Solid Waste Corporation Board of Directors commencing July 1, 2016-June 30, 2019.

Suggested Motion: Motion to appoint Owen Casas to a three-year term on the Mid-Coast Solid Waste Corporation Board of Directors from July 1, 2016 – June 30, 2019.

- Accept the Resignation of Ms. Stephanie Lash from the Library Committee and decide on how to proceed in filling the two years remaining on that term of office

Included in your packet please find the resignation letter and e-mail communication between Town Clerk Linda Greenlaw and MMA legal.

Suggested Motion: Motion to accept the resignation of Ms. Stephanie Lash from the Library Committee and send her a letter of appreciation signed by the Select Board and Town Manager.

Suggested Motion: Motion to set the date for the Special Election for the Library Committee member...

IV. Adjournment

**JOINT AGREEMENT BETWEEN
THE TOWNS OF CAMDEN AND ROCKPORT
FOR POLICE CHIEF SERVICES**

THIS AGREEMENT, effective July 2, 2016, is made and entered into by and between the TOWN OF CAMDEN, a municipality under the laws of the State of Maine with a principal address at 29 Elm Street, Camden, Maine 04843 (“Camden”) and the TOWN OF ROCKPORT, a municipality under the laws of the State of Maine with a principal address at 101 Main Street, Rockport, Maine 04856 (“Rockport”), referred to herein collectively as the “Parties.” The Parties recite as follows:

WHEREAS, both State law and the municipalities encourage the development of regional coalitions of local governments in order to establish efficient and effective delivery of municipal services;

WHEREAS, Randy Gagne is currently employed as the Police Chief for the Town of Camden (“Chief Gagne” or the “Police Chief”);

WHEREAS, upon the retirement of its current police chief effective July 1, 2016, the Town of Rockport has an immediate need for police chief services;

WHEREAS, the Towns wish to establish a 6-month term whereby Chief Gagne, while serving as the police chief for Camden would also serve as the police chief for Rockport pursuant to the terms and conditions set forth in this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth between the Towns, the Parties hereto intend to be legally bound to the terms and conditions of

this Agreement and, as such, agree as follows:

1. **Interlocal Agreement; Purpose.** This Agreement shall be considered an interlocal cooperation agreement pursuant to 30-A M.R.S. § 2201 *et seq.* for the purpose of providing shared police chief services.
2. **Functional Organization.**
 - a. During the term of this agreement, Chief Gagne will remain solely an employee of the Town of Camden, and the Town of Camden shall be solely responsible for all aspects of Chief Gagne's employment, including salary and benefits.
 - b. The Town of Camden shall provide police chief services to the Town of Rockport through Chief Gagne who will act as Rockport's Police Chief as set forth herein.
 - c. Chief Gagne will report to and consult with the Rockport Town Manager on issues relating to police chief services in Rockport.
3. **Scope of Services; Cost.**
 - a. During the term of this Agreement, Rockport shall pay Camden thirty-seven percent (37%) of the total employment costs (salary and benefits) for Chief Gagne. Camden will invoice Rockport monthly on a pro rata basis. Camden will continue to pay Chief Gagne directly for such services and will make all appropriate deductions for taxes and benefits and as required by law.
 - b. The Police Chief shall perform all duties and responsibilities of a police chief for the Town of Rockport provided for by law, ordinance, regulation and/or policies and procedures. Camden shall provide a cruiser or similar police vehicle to the Police

Chief which shall be used as needed for police chief duties and responsibilities in and/or on behalf of Rockport. Duties of the Rockport Chief of Police are attached hereto.

- c. During this period, the Police Chief will work with the Town Managers and members of both departments to develop goals for the departments to accomplish such as: review and update department policies, develop a joint training schedule, and similar tasks to allow for both departments to provide services as effectively as possible.
 - d. There will be scheduled reviews of the effectiveness of this agreement during the months of September and November of 2016 to allow for modifications, improvements or to plan for its termination.
4. **Property.** During the term of this Agreement and upon its termination by the Parties, all capital equipment, personal property and real property utilized for the purposes described in this Agreement shall be and remain the property of the Town having purchased and/or acquired such equipment or property.
5. **Term; Termination of Agreement.**
- a. Term. This Agreement shall be effective through December 31, 2016.
 - b. Should Camden terminate the current Police Chief for any reason, or should he become incapacitated for a period of over thirty (30) days, either Party may terminate this Agreement upon 15 days' written notice to the other Party.
 - c. Either Town shall have the right to terminate this Agreement by providing the other Town with thirty (30) days' written notice or such shorter notice period as agreed to

by both Parties.

- d. In the event that this Agreement is terminated by Rockport, Chief Gagne shall be entitled to continue in his capacity as Police Chief for the Town of Camden (unless similar termination is taken by Camden) under the same terms and conditions that existed prior to entering into this Agreement or under such other terms and conditions as can be reached between Chief Gagne and the Town of Camden.
 - e. In the event of any termination of this Agreement, Rockport shall only be responsible to pay for the period during which Camden provided police chief services under this Agreement. Camden shall invoice Rockport for such services as a pro rata amount of any monthly period.
6. **Administration of Agreement.** The Town Managers of each Town shall be designated the co-administrators of this Agreement. The Town Managers and Police Chief will meet quarterly or more frequently as needed to review program status and draft goals for implementation of this Agreement as necessary. If either Town has any concerns during the course of this Agreement, they agree to meet with the other Town's manager and the Police Chief to remedy the concerns, including but not limited to a possible amendment of this Agreement.
7. **Responsibility for Claims.** The Parties recognize that, although employed by Camden, Chief Gagne in his capacity as Chief of Police for Camden and Rockport provides services to each Town under this Agreement. Accordingly, the Parties hereto understand and agree that each Town is to be fully and solely responsible for

any claims, causes of action, demands, or suits of any kind or nature which may be brought against that Town as a result of services provided for that Town and acts or omissions of the Police Chief within the scope of this Agreement. Accordingly, neither Town hereto undertakes to indemnify the other Town for claims that arise by virtue of any action or inaction of the Police Chief in such other Town. This provision is subject to review and approval by the Maine Municipal Association Risk Pool which provides insurance coverage to both Camden and Rockport.

8. **Insurance.** Each Party shall maintain insurance, or provide self-insurance, at such levels of coverage as may be required by law and as will adequately protect itself from claims that may arise out of or result from the police chief services provided under this Agreement.
9. **Entire Agreement.** This Agreement represents the entire agreement between Camden and Rockport and supersedes any prior agreements, understandings, or representations pertaining to the subject matter of this Agreement and may be amended from time to time only by written agreement of the Parties hereto. Each Party represents that it has the authority to enter into this Agreement and that it is being executed by its duly authorized representatives. This Agreement shall be governed solely by the laws of the State of Maine.
10. **Severability.** If any provision or portion of this Agreement is held to be invalid or unenforceable by a Court of competent jurisdiction, the remainder of this Agreement is not affected and remains in full force and effect.

Town of Camden

By _____

Town Manager Patricia Finnegan

Town of Rockport

By _____

Town Manager Richard C. Bates

~~APPENDIX A~~

~~Insert Shared Police Chief Costs from Camden~~

~~APPENDIX B~~

~~[Insert Rockport Police Chief Job Description]~~

Mutual Aid Agreement for Policing Services between the Communities of Camden and Rockport

This agreement between the participating municipalities and law enforcement agencies is effective July 01, 2016 and supersedes all previous agreements on this subject.

This agreement is made and entered into by and between the Town of Camden and Town of Rockport. The purpose of this agreement is to comply with M.R.S.A. Title 30-A, section 2674, as the same may be amended from time to time.

WHEREAS, the Select Board of the Town of Rockport, by a vote taken on _____, 2016, at a regular meeting of the Rockport Select Board, agreed to enter into a mutual aid assistance to the Town of Camden police agency;

WHEREAS, the Select Board of the Town of Camden, by a vote taken on _____, 2016, at a regular meeting of the Camden Select Board, agreed to enter into a mutual aid assistance with the Town of Rockport's police agency; and

Now therefore, in consideration of the mutual promises and covenants contained herein, the Town of Camden and the Town of Rockport intending to be legally bound agree as follows;

1. Mutual aid assistance will be provided when either police agency requires additional manpower and/or resources to protect life or property, to maintain order, to prevent the commission of criminal acts, to prevent the escape of a person who has committed a criminal act, and to ensure officer safety pursuant to standard police practice and training guidelines.
2. Mutual aid assistance in this section is intended to be constant, recurring, and may take place without prompting. Mutual aid described in this section is intended to ensure public safety and to provide adequate police coverage, through effective and efficient scheduling practices, and to enhance investigations through the use of specially trained or experienced staff members, equipment and/or resources.
 - a. It is recognized that this agreement is intended to provide law enforcement officers from both police departments with full law enforcement authority in both communities. Officers will be sworn in both police departments.
 - b. It is recognized that mutual aid assistance in this category includes, but is not limited to, the detection and enforcement of suspicious activities and circumstances, filling patrol shift vacancies, participation in shared training opportunities, providing on duty or on-duty or on-call supervision coverage, conducting investigations, providing coverages for community functions, large gatherings or events and requests for policing services that are reimbursed by private parties

3. That mutual aid assistance will be provided when either police agency requires assistance for a major unplanned incident or when there is lack of sufficient manpower, that potentially jeopardizes the health and welfare of the citizens of the requesting municipality or county and when delay or limited staffing may cause further jeopardy to life or property or in the case of jointly planned collaborative activities.
4. In the event of a mutual aid situation, the Chief of Police or the designee of the agency requiring mutual aid, shall contact, the Chief of Police or his designee of the agency from which mutual aid is being requested, and provide information that is relevant for appropriate response and record-keeping.
5. In the event of a mutual aid situation which is unprompted, the Chief of Police or the designee of the agency providing mutual aid shall immediately contact the Chief of Police or the designee of the agency for which mutual aid is being provided and provide all information that is relevant for proper response and record-keeping.
6. In the event of a mutual aid situation, each assisting agency will furnish personnel, equipment or services that are reasonably necessary, in the opinion of the assisting department's Chief of Police, or the designee. The assisting agency's Chief of Police or his designee must take into consideration; the continuing amount of police protection required within its own jurisdiction when making this decision and may deny a request for mutual aid based on the needs within its own jurisdiction.
7. In the event of a mutual aid situation, each assisting agency will be responsible for the wages, pension, workers compensation and other benefits or liabilities incurred by its own personnel, and shall be liable, if any liability is determined to exist, for personal injury or property damages caused by or occurring to or by its own personnel in the course of providing assistance, except for liability incurred by the command or operational decisions made by the requesting department which will be assumed by the requesting department.

It is understood that each assisting agency remains the employer of its employees and is not the employer of any employee from the other assisting agency. The assisting agencies are not considered joint employers for any purpose.

- a. It is understood that for reimbursable mutual aid events, each municipality will invoice for its own employees, equipment and or services, as determined by the Chief of Police or the designee, through collaboration with each community's respective Town Manager.
 - b. It is understood that during mutual aid situations, police officers from the responding agency may use the equipment, vehicles and/or services of the requesting agency as determined by the requesting agency's Chief of Police or his designee.
8. During mutual aid situations, all personnel from assisting agencies shall report to, and shall work cooperatively under, the direction and supervision of the requesting agency, for the purpose of incident management. At all times police officers shall comply with policies and procedures of the agency. The Towns of Camden and Rockport will have matching police policies and procedures. The policies and procedures will be available to officers on desktop computers, mobile data terminals, and a book copy within each department.

9. Police officers responding to mutual aid assistance requests outside of their appointed jurisdiction shall have the same authority as police officers of the requesting agency and, when assisting other municipalities, shall have the same privileges and immunities as when acting in their own municipality and as an officer of the requesting agency, except as to the service of civil process.
10. The ranking on-duty supervisor will have supervisory authority for either agency if a resident supervisor is not on duty. Supervisors may use unmarked patrol vehicles and have the authority to work in either town if a resident supervisor is not on duty.
11. Each municipality represents to the other that it has full and complete authority to enter into this agreement and the person executing this Mutual Aid Agreement on its behalf is duly authorized to do so.
12. Either municipality may terminate participation in this agreement by vote of the municipality's Municipal Officers, with or without cause, upon written notice to the other municipality party to this agreement. In the event of termination, municipalities remain liable for amounts due and payable under the agreement prior to termination.
13. All written notices shall be deemed to have been properly given if personally delivered or sent by United States certified or registered mail, return receipt requested, postage prepaid, addressed to a party for whom it is intended as its address herein set forth:

If to Camden:

Town Manger
 PO Box 1207
 Camden, Maine 04843

If to Rockport

Town Manager
 101 Main St.
 Rockport, Maine 04856

14. Any subsequent modifications or amendments relating to this Agreement shall be in writing and be signed by both parties.
15. If any term, covenant, or condition of this Agreement, or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to the other persons or circumstances, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent of the law.
16. Each party represents to the other, and each relies upon the other's representation, that they and their undersigned representatives are fully authorized and empowered to enter into this Agreement and to bind their principals and constituents.
17. The benefits and burdens of this Agreement shall inure to and be binding upon the successors, assigns, and constituents of Camden and Rockport.
18. This Agreement shall be construed and governed under the laws of the State of Maine.
19. Each of the parties' hereto agrees to take any and all actions reasonably necessary in order to effectuate the intent, and to carry out the provisions, of this Agreement.

20. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one and the same agreement.

Signatures
Municipal Officers of the Towns of

Rockport

Camden

1.

William Chapman, Chair

1.

John R. French, Jr.

2.

Kenneth McKinley, Vice-Chair

2.

Donald White

3.

Geoffrey C. Parker

3.

James Heard

4.

Owen Casas

4.

Leonard Lookner

5.

Brendan Riordan

5.

Mark Ratner

2016-2017 Select Board Committee Liaison List

BOARD/COMMITTEE	Liaison
Ad Hoc Library Planning Committee	Geoff Parker ⁵
Ad Hoc Technology Committee	Geoff Parker
Ad Hoc Water Quality Committee (subset of Conservation Committee)	Brendan Riordan
Camden-Rockport Pathways Committee	Owen Casas
Capital Improvement Committee	Owen Casas
Cemetery Committee	Ken McKinley
Conservation Commission	Brendan Riordan
Harbor Committee	Brendan Riordan
Pesticide Advisory Board (subset of Conservation Committee)	Brendan Riordan
Investment Committee	Bill Chapman
Legacy Rockport ¹	Ken McKinley
Library Committee	Bill Chapman
MCSWC Board of Directors ²	Bill Chapman & Owen Casas
Northeast Ambulance ³	Ken McKinley & Geoff Parker
Opera House Committee	Geoff Parker
Ordinance Review Committee	Ken McKinley
Parks Committee	Bill Chapman
Planning Board ⁴	Open
Recreation Committee	Owen Casas
Zoning Board of Appeals ⁴	Geoff Parker

Footnotes:

1. 501(c)3 organization; 1 member of Select Board is automatically a voting member
2. MCSWC Board of Directors are elected to 3-year terms
3. Northeast Ambulance oversight committee is a 4-town cooperative venture
4. Planning Board and Zoning Board of Appeals are quasi-judicial entities
5. Voting member

RED = Decisions made June 20

2016-2017 Select Board Committee Liaison List

Breakdown by Select Board member:

Bill Chapman	Investment Committee Library Committee MCSWC Board of Directors Parks Committee
Ken McKinley	Cemetery Committee Legacy Rockport Northeast Ambulance Ordinance Review Committee
Geoff Parker	Ad Hoc Technology Committee Northeast Ambulance Opera House Committee Zoning Board of Appeals
Owen Casas	Camden-Rockport Pathways Committee Capital Improvement Committee MCSWC Board of Directors Recreation Committee
Brendan Riordan	Conservation Committee Ad Hoc Water Quality Committee Pesticide Advisory Board Harbor Committee

To be decided June 27 = Planning Board

From: Legal Services Department <legal@memun.org>
Sent: Tuesday, June 21, 2016 2:05 PM
To: Linda Greenlaw
Subject: Rockport - Elections

Linda, please see below.

I hope that this helps.

Amanda A. Meader, Staff Attorney
Legal Services Department

From: Linda Greenlaw [<mailto:townclerk@town.rockport.me.us>]
Sent: Monday, June 20, 2016 3:20 PM
To: Legal Services Department <legal@memun.org>
Subject: Rockport - Elections

Good afternoon,

After A brief conversation with Attorney Amanda, I am emailing you my questions.

1. Tie votes – write ins – school board member. Several residents of the community of the received one vote for the School Board position that was list on the June 14, 2016 ballot. My understanding is that the Select Board will need to call a special election within 60 days per our Charter, page 20. Correct. The more direct reference in the Charter is to Article I, Section 5(A),(C), & (D).
2. Library Committee – we received a resignation the day after election for a position in which the term expires in June 2016. How should this be handled. Article VIII Section 10D(2) provides that the library committee is elected by town wide secret ballot. Article IV, Part A, Section 1 details scenarios in which the Select Board appoints individuals to fill vacancies and the library committee is not mentioned. Article VII of your Charter governs nominations and elections generally. In February 2014 you and I discussed the filling of a vacancy on the library committee. My notes indicate that I advised that such a vacancy cannot be filled by Select Board appointment. It seems that Rockport must hold a special election to fill the library committee. I certainly defer to the town attorney's judgment, should the Select Board wish to seek it.

As you know we have to not only follow election laws, but also our own Charter.

I know that it is short notice, but silly me was hoping for an answer for the Select Board meeting tonight.

Thank you in advance for your assistance.

Linda

Linda M. Greenlaw
Town Clerk/Tax Collector
101 Main Street, PO Box 10
Rockport, Maine 04856

June 15, 2016

attn: Linda Greenlaw ~

Please accept my resignation
from the Rockport Library Committee
effective immediately. As out-going member,
I do approve the minutes from our
meeting on June 6, 2016.

Respectfully, 

Stephanie R. Lash

8 Winter St.

Rockport, ME

04856