

Shared Staffing

Background:

The original concept was to develop a system that would provide staff, especially a Code Enforcement Officer, to towns on a shared basis. The initial evaluation indicated the potential for providing shared staff services in several areas in addition to the primary focus of code enforcement. Ideas brought forward included health officer, planner, engineer, and animal control officer. Towns identified these areas either because of the high cost or the difficulty in finding qualified individuals. However, since many towns in the region employ part-time CEOs and that was an area that several towns had already pursued with AVCOG, the primary focus of this work was on the shared CEO.

Some towns having part-time CEOs unofficially share a CEO simply by contracting with the same person as a nearby town. There is generally no contact between the towns with each working with the individual to establish office hours and inspection times. Under these circumstances, the CEO is sworn in as a municipal official in each town in which he/she works. The individual and the town negotiate the form of payment and any benefits.

This system has been in place for more than three decades of which AVCOG is aware, and many towns have benefited from it. However, as codes and ordinances have become more complex and as more construction occurs each year, towns have expressed concerns with finding qualified personnel for the position of Code Enforcement Officer. Several towns contacted AVCOG to determine if we could be of some assistance in finding, training or even employing a qualified CEO, including the duties of the Licensed Plumbing Inspector.

The idea of shared code enforcement had been discussed by several of the member towns and AVCOG prior to obtaining the grant. Towns had cited the overhead rate at AVCOG as a major deterrent to hiring a shared CEO through AVCOG. One reason for requesting the grant was to assist with the cost of evaluating the methods to reduce the cost and facilitate the hiring process. These are discussed in a following section.

Inventory:

AVCOG began the process by soliciting information from various towns. Thirteen towns (Rumford, Mexico, Carthage, Poland, Norway, Paris, Greenwood, Woodstock, Buckfield, Minot, Wales, Oxford, and Otisfield) from our region responded to our inquiries concerning shared code enforcement. Two had full-time CEOs (Norway and Poland); most others had part-time CEOs, and one had no CEO - the selectmen fulfilled that role. One of the towns that employed a "full-time" CEO at the beginning of the study assigns the CEO other duties including building manager for the town office, fire station, and other town buildings. Another town employing a full-time CEO hired a part-time assistant during the study period.

Most of the part-time CEOs worked for more than one town. During the study period, the CEO situation in several of the communities changed considerably. Greenwood, Woodstock and Hanover began a shared CEO arrangement that they developed near the beginning of the project. Another community hired a new CEO who is employed by the town full-time but does engineering technician work at least half time. Another town hired a full-time CEO, and another hired a part-time CEO that also works 20 hours per week for one of the other towns in the inventory.

Contact with the towns was largely informal discussions with town managers or first selectmen. During interviews, we determined

- the existing situation,
- anticipated future needs,
- thoughts on qualifications of their existing CEO,
- thoughts on necessary qualifications,
- desire to share a CEO,
- perceived benefits or drawbacks of sharing a CEO
- perceived benefits or drawbacks of working through AVCOG
- the existing costs,
- thoughts/issues with future costs

Much of the information obtained during the discussions was similar from one town to the other. It is not reported upon individually, but rather a synopsis of the major issues involved with shared code enforcement, and possibly other staff, is summarized herein.

Inventory Findings:

Existing situation: As noted, most of the towns shared a CEO with other towns by simply hiring the same individual as other towns in their vicinity were using. Pay rates and method of payment, even for the same individual varied considerably.

Anticipated future needs: Only two communities anticipated needing additional CEO time over and above what was currently available to them whether employing a part- or full-time CEO. However, they did anticipate the need for CEOs that were better qualified. Several towns that have part-time CEOs pointed out that (with each town paying for the hours that are provided directly to them) CEOs have very little incentive to obtain training beyond the required minimum.

Qualifications of their existing CEO: The opinions of town managers and selectmen concerning the qualifications of their CEOs varied considerably. Most believed that their CEOs possessed the basic qualifications. Towns that hired full-time CEOs during the study believed that their new employees were better qualified than their previous part-time CEOs. All but two towns, ones with full-time employees, believed that their CEOs should have more training.

Qualification Needs: Selectmen and town managers believed training needs were relatively extensive, and they pointed out that the laws and regulations continue to

become more complex, thereby increasing training needs at a more rapid pace than their CEOs could obtain the training. Several managers also noted that with increasing development, residents have become more demanding and, in a number of cases, more difficult to deal with. The increased amount of development and the increasing number and complexity of laws and regulations have also created more complex situations, especially when addressing complaints filed by neighbors and concerned residents. Training needs include:

- improved knowledge of all regulations that they have to administer,
- improved understanding of the technical reasons for the regulations,
- improved knowledge of legal issues as they impact code enforcement,
- improved knowledge of state rules such as Stormwater and NRPA, and
- improved people skills.

Interest in Shared Code Enforcement – Perceived Benefits and Drawbacks: There was a reasonable level of interest in sharing code enforcement officers; the major concern was the cost. Town officials, while agreeing on the need for better training, were concerned that formalized sharing would lead to increased costs for training and benefits. Managers and selectmen were also concerned with administrative costs that could be incurred by a “lead” town in an interlocal agreement or by AVCOG, should AVCOG be the employer. Other concerns included the CEO’s ability to administer a varied set of ordinances if they worked for two or more towns and the possible conflicts with scheduling between towns.

Existing/Future Costs: Part-time Code Enforcement Officers were paid by a variety of means. Some worked strictly from permit fees taking anywhere from the entire permit fees to 50 percent or so of the permit fees. Some worked on a flat hourly rate, and a few worked on a flat rate per permit. For “full-time” CEOs, costs were equally difficult to determine, because of the other assigned duties in two cases and the varying benefits in all. As AVCOG was working on this study, the Town of Paris was evaluating hiring either a shared CEO or a full-time CEO. They prepared an analysis that was expanded upon for this work. That analysis appears in a following section. As noted in the previous paragraph, the costs of entering into a shared CEO agreement were of concern to most towns. This will also be further discussed in the following section.

AVCOG Experience:

AVCOG Planning Division staff has contact with code enforcement officers on a daily basis as we provide technical assistance on Shoreland Zoning and town-wide zoning issues, interpretation of various ordinances, and development reviews. Generally, our observations confirm the observations of the town managers and selectmen. Staff finds that the quality and competence of Code Enforcement Officers varies significantly. Having a reasonable knowledge of land use laws, staff observations indicate that CEOs are somewhat less qualified than most of the towns believe them to be. Sometimes this is due to training, sometimes due to lack of people skills, and sometimes due to personal beliefs, or a combination of all three.

Generally, part-time CEOs who must take their own time and spend their own money to obtain training are the least well trained. They have the basic knowledge to pass the exams, but often have little knowledge beyond the basics. Most of the CEOs with which the AVCOG staff has contact have only a basic understanding of the technical reasons for the laws and regulations, possibly beyond building codes. While AVCOG does not deal with building codes or plumbing codes to any significant extent, most CEOs appear to have minimal understanding of environmental issues that the laws and regulations are designed to address. Staff has also observed that CEOs have a wide variety of abilities in dealing with the public.

Cost of AVCOG Shared CEO:

To undertake a financial analysis of a shared staff person, it first must be determined if the person will be a full-time employee or part-time. For a variety of reasons, we determined that a full-time officer was the most desirable; in particular, full-time employment would be the most conducive to hiring competent staff and maintaining training. Therefore, we have based the analysis on the employment of a full-time staff person.

The analysis was done primarily to determine the costs of employing a CEO by AVCOG, but it may be used to determine costs under an interlocal agreement or other sharing configuration with appropriate changes in benefits and overhead.

At the time AVCOG was undertaking the study of shared code enforcement, Sharon Jackson, Paris Town Manager, did an analysis of Code Enforcement in the Oxford Hills region and put together some costs for employing a full-time CEO. We have based our analysis on her work and the MMA statewide salary survey. Some information from the MMA salary survey (2004) can be found in Attachment A.

Ms. Jackson's work was based on hiring a full-time staff for a town of approximately 4,000 to 5,000 residents. We believe this to be a good comparison for a shared staff in a rural area such as ours. While the shared staff may serve fewer people than 4,000, the complexities of serving multiple towns each with different ordinances and expectations would necessitate qualifications comparable to a full-time CEO serving only one town of 4,000 or so. The CEO would need to have knowledge of a variety of ordinances, may need to attend planning board and other meetings for each town, and would have to adjust to varying expectations by each community.

We developed several tables that provide a basis for the cost analysis of a shared CEO. Table 1 presents annualized salaries of 10 municipalities from around the state. These municipalities were selected because they are similar in size and have full-time CEOs. The average salary was approximately \$40,000. An analysis of the annualized salary of towns in western Maine (Attachment A) indicated a lower salary at \$32,529. However, the average included many smaller towns that employ part-time officers. It was determined that in order to obtain a well-qualified officer, a salary of approximately \$40,000 was appropriate for this analysis. It should be an adequate salary to hire a well

qualified CEO and to ensure that the officer would have reasonable longevity in the position. An officer that was qualified but having little experience might have a somewhat lower salary, and one having years of experience would probably have a higher salary.

Table 1

Annualized Salaries of CEOs in Selected Municipalities	
Municipality	Annualized Salary
Bar Harbor	\$43,285
Bucksport	\$41,746
Herman	\$36,941
Jay	\$38,245
New Gloucester	\$45,000
North Berwick	\$42,515
Norway	\$33,740
Poland (1)	\$42,432
Raymond (1)	\$41,060
Waldoboro (1)	\$38,688
Average	\$40,365.20

Notes:

*Some municipalities pay a salary while others pay an hourly wage. Shown as annual salary here.

*All towns in the 4,000 to 5,000 population range

*(1) Towns that have assistants to the CEO

*Average hourly rate is approximately \$20.00 per hour

*Some in consistency in the MMA table on duties. Most have both CEO and LPI duties.

Table 2 presents the various components that make up the total cost of employing a Code Enforcement Officer on a full-time basis. The table presents the benefits that an officer working for AVCOG could expect. It provides a range for the health insurance benefits. After the listing of possible benefits, the total cost for the benefits is provided, giving both a low and high range based on the variation in the health insurance benefit cost. After the cost of benefits is presented, the Indirect (Overhead) cost is presented. The Indirect cost rate is calculated by dividing the sum of the salaries and benefits of all staff doing billable work by the overhead needed to support the staff. The Indirect has been reduced below that charged by AVCOG since the staff will not require office space and some of the other indirect expenses. Attachment B provides a listing of the indirect expenses figured in AVCOG’s indirect rate; an asterisk is placed next to those expenses that would be associated with the CEO position. They include staff time to manage payroll, provide program oversight, and to advertise and hire the individual.

Table 2

Probably Costs for Shared Code Enforcement Officer

Benefits and other costs	Description	
Vacation and Holidays	12 days each	\$3,700
Sick	6 days (estimated taken)	\$900
Health Insurance	employee only	\$5,800
	employee and 50% family	\$9,400
	employee and 70% family	\$11,000
MSRS	4% of Salary	\$1,600
Medicaid	1.45% of Salary	\$580
Workers Comp	0.5% of Salary	\$200
Life Insurance	Included in health ins.	
Dental		\$350
Annuity	Available - no AVCOG contribution	
Cost Range of Benefits	<i>Low</i>	<i>High</i>
	\$12,780	\$18,330
Indirect (Overhead) at 22.5%*		
	\$11,876	\$13,124
	\$40,000	\$40,000
	\$12,780	\$18,330
	\$11,876	\$13,124
Annual Cost	\$64,656	\$71,454
Hourly Charge Rate	\$31.08	\$34.35

To determine the cost per town, it is a matter of determining how many hours per week that a town would like to employ the CEO. Then using either the hourly rate or a percentage of time over a year, the cost to a town can be calculated. A comparison of the cost in Table 2 to the costs for full-time CEOs in Table 1 shows that the costs of contracting with AVCOG would be higher than the cost of a full-time CEO working for one town. This would also be expected if multiple towns hired a CEO through an Interlocal Agreement designating a lead town.

In addition to the comparison, a brief analysis of the permit workload was accomplished by reviewing the number of building permits being issued in Norway, Oxford, and Paris (done by Ms. Jackson) as part of evaluating the need for a full-time CEO and by interviewing several full-time CEOs to determine their workload. The results are presented in Attachment C. Towns should perform a similar analysis to evaluate the cost of permits, especially if they have the objective of having new development (including

renovations) pay for the services required to process permits and follow up with inspections. Towns interested in sharing a CEO may find that making reasonable adjustments to permit fees could support a shared officer and the attendant benefits and overhead costs.

Alternatives for Sharing:

There are several alternatives that municipalities could use to “share” a Code Enforcement Officer or any particular staff person. After evaluating a number of alternatives, the following three appear to be the most logical for Maine communities. Each alternative is presented along with the benefits and drawbacks. In addition, a brief discussion of the current informal process by which the CEO determines the arrangements for each town independently is presented.

Current System – CEO Contracts with Multiple Towns: As noted previously, many CEOs work for several towns, but they do this by making their own arrangements with each of the communities. The towns for which they work may not even know for which other towns the CEO works. Under this system, the CEO sets pay rate and method and hours with each town individually.

Benefits

- Probably the least expensive method for a town. The CEO is a contract employee and has little or no overhead or benefits. If a town should choose, it could provide an office and some support.

Drawbacks

- Difficult to find and retain qualified CEO.
- The CEO has little or no incentive to obtain training beyond the basics needed to maintain certification.
- Compensation is usually low, and qualifications may match.
- Availability of the CEO for consultation and inspections can be limited.
- Poor record keeping beyond that required by state law or local ordinances.
- Possible liability for Social Security and workmen’s compensation insurance since CEO is a sworn officer of the town.

It should be noted that a few CEOs that work under this arrangement do obtain extra training and market themselves to communities based on the additional training. Some also make themselves available almost on an unlimited basis through the use of a cell phone.

Interlocal Agreement: Having an interlocal agreement between two or more towns to hire a CEO is a feasible approach and is working for three towns in the AVCOG region. Interlocal Agreements are flexible documents that allow towns to agree to a variety of services and issues. Through an interlocal agreement, the towns can agree on a lead

community to actually carry the CEO on their payroll and be responsible for benefits. It is possible for towns to develop an interlocal agreement with no lead community, but the lead community concept would facilitate pay and other aspects from the CEO's perspective. The participating towns must agree on the compensation and the hours that the CEO spends on each town. The agreement should also include support services, training costs, cell phone and any support equipment and arrangements for office space. Office space could be a central office located in one town or space in each town. The agreement would cover who was responsible for hiring and how it would occur such as a committee made up of representatives from each town. Attachment D is a copy of the Interlocal Agreement between Greenwood (lead town), Woodstock and Hanover along with the Job Offer for the shared position.

Benefits

- Towns have significant flexibility to develop a program that can work for them.
- Can encourage training by supporting training and allocating cost within the Interlocal Agreement.
- CEO receives basic benefits.
- Improved stability.
- Stability may provide for improved competency over the part-time or independent CEO.
- Improved supervisory oversight.
- Ability to provide support services within the Interlocal Agreement.

Drawbacks

- Can be difficult for two or more towns to agree on terms of the Interlocal Agreement.
- Can be difficult to provide flexibility so that the CEO can be responsive to the needs of each town when one town needs something outside of the agreed upon hours.
- Possibly more costly than the current system for non-lead communities because of overhead incurred by town processing payroll, etc.

Sharing Through a Council of Governments: Under this alternative, the Council of Governments would have a qualified CEO on the staff and contract the person out to towns. The Council would perform supervisory oversight, and could provide support services. The Council could, but may not, provide office space. Alternatively, the towns could provide office space and support services. This alternative can offer the same flexibility that the Interlocal Agreement offers, and the Council and the participating towns would need to agree on many of the issues noted under the Interlocal Agreement Alternative. However, it would replace the Interlocal Agreement with an agreement with the COG. The enabling legislation for councils of governments notes that the law should be "liberally construed toward the end of enabling councils to implement municipal

programs and services on behalf of member municipalities, while avoiding the creation of special districts or other legal or administrative entities to accomplish these purposes.”

From a practical standpoint, when the program is first established by the COG, several participating towns would be needed in order to support the cost of the CEO. It is likely that the Council and the initial participating towns would negotiate many, if not all, of the issues outlined in the Interlocal Agreement alternative. However, once a program was established, the terms under which the CEO would be hired and contracted to additional towns would be somewhat static. If one town were to terminate the services of the Council’s CEO, another town that wanted to use the CEO would find it somewhat difficult to change the employment conditions. Each contracting town would have to be treated similarly, and therefore, once the program is established, some flexibility would be lost.

Some CEOs attend Planning Board meetings and assist with Planning Board record keeping including filing of applications and approvals for subdivision and site plan reviews. AVCOG would include those duties as part of the job description. These records are very important to ensuring subdivisions and sites comply with Planning Board conditions to protect the health, safety, and welfare of the residents, and CEOs are tasked with enforcing the conditions.

Benefits

- Well trained CEOs
- Direct oversight by knowledgeable staff
- Flexibility in establishing the program
- Eliminates need for numerous Interlocal Agreements
- Less turnover due to improved training and better compensation and benefits.
- Improved continuity
- Planning Board support
- Town officers can contract with COG in most cases eliminating need for town meetings.

Drawbacks

- Potentially more costly due to some COG oversight/overhead.
- Potential lack of flexibility to adjust to the needs of towns entering after program is up and running. Specifically, new towns wanting to use a CEO as part of an established program may have limited input on how program functions.
- Difficult to start due to need to have several towns start at one time in order to hire a full-time staff person.

New Non-Profit Corporation: While a new non-profit corporation could be established via interlocal agreement, it would be more complex than the other alternatives. The new

corporation could be established by an interlocal agreement between two or more municipalities, it could be formed by a regional council or council of governments, or it could be formed as a council of governments. There are numerous points to consider in forming a separate entity. In comparison to a COG employing and making a CEO available to certain member towns, formation of a separate entity would give the towns employing the CEO through the corporation sole control and responsibility for the CEO. It would also provide more responsibility and control than most Interlocal Agreements would establish. Generally, the board of the entity formed would need to meet on a regular basis to work out on-going responsibility and control issues. However, if formed under the auspices of a council of governments, control and responsibility could remain vested with the council.

Benefits

- Potentially more control of the CEO
- Regular meetings of those involved would be required allowing for discussion of issues before they may become problems
- Agreement could have more flexibility than may occur with a contract with a COG or with an interlocal agreement with other towns.

Drawbacks

- Creates another “layer of government.”
- May require unnecessary meetings and administration

Additional Considerations

1. There are several additional observations concerning a shared code enforcement officer that should be noted for anyone interested in pursuing the concept. CEOs are considered municipal officials, and state law requires them to be sworn by each town in which they work. So whether sharing informally, under interlocal agreement or any of the other alternatives, each town must ensure that the CEO is sworn in their municipality.
2. Towns should evaluate their permit costs and adjust them to support the CEO. The analysis in Attachment C provides a basis for such analysis, but additional work, including estimating the time spent on additional duties not presented in the tables needs to be factored into the analysis. Other duties include plumbing permits, investigation of complaints, and answering the public’s questions prior to permit applications.
3. Towns often expressed concern that their code enforcement officers needed more training, but they also expressed concern that additional training would add to the costs of code enforcement – a paradox. A number of factors necessitate additional qualifications and training for Code Enforcement Officers.

- a. Both local and state regulations are increasingly more complex.
- b. Development has also become more complex due to size, location (sprawl) and potential environmental and community impacts.
- c. As more is known about the environment, development becomes more contentious because of possible environmental impacts.
- d. As development increases, more people become abutters and neighbors to new development, thereby increasing chances for complaints.

For these reasons and others, a well qualified CEO can be a tremendous asset to a community. The costs of dealing with the complaints, addressing problems with buildings and sites after the fact, and the potential environmental costs can outweigh any training costs.

Attachment A

Population	From MMA Salary Survey – Average Salaries					
	Planner			CEO		
	Responses	Hourly	Annual	Responses	Hourly	Annual
20,000	8	\$ 26.32	\$52,640	8	\$ 23.23	\$46,460
10,000-19,999	9	\$ 27.00	\$54,000	9	\$ 22.88	\$45,760
5,000-9,999	13	\$ 24.15	\$48,300	31	\$ 19.59	\$39,180
3,500-4,999	4	\$ 24.90	\$49,800	25	\$ 17.19	\$34,380
2,000-3,499	2	\$ 16.77	\$33,540	39	\$ 16.99	\$33,980
1,000-1,999				32	\$ 20.46	\$40,920
<1,000				19	\$ 20.68	\$41,360

Selected Salaries/Wages CEOs				
Municipality	County	Hours	Annualized Salary	Hourly
Lisbon	Androscoggin		\$29,570.00	\$ 14.79
Farmington	Franklin		\$41,205.00	\$ 20.60
Gray	Cumberland		\$35,703.00	\$ 17.85
Jay			\$37,131.00	\$ 18.57
Bridgton	Cumberland	24	\$53,403.00	\$ 26.70
New Gloucester	Cumberland		\$41,004.00	\$ 20.50
Paris	Oxford	15	\$33,000.00	\$ 16.50
Norway	Oxford		\$31,521.00	\$ 15.76
Sabattus	Androscoggin	12	\$11,538.00	\$ 5.77
Raymond	Cumberland	37.5	\$41,280.00	\$ 20.64
Wilton	Franklin	20	\$23,220.00	\$ 11.61
Greene	Androscoggin		\$26,850.00	\$ 13.43
Oxfordord	Oxford		\$30,680.00	\$ 15.34
Livermore Falls	Androscoggin	10	\$26,000.00	\$ 13.00
Naples	Cumberland	35	\$48,616.00	\$ 24.31
Mechanic Falls	Androscoggin		\$32,500.00	\$ 16.25
Litchfield	Kennebec	18	\$26,780.00	\$ 13.39
Fryeburg	Oxford	35	\$34,285.00	\$ 17.14
Bethel	Oxford		\$33,913.00	\$ 16.96
Harrison	Cumberland	24	\$38,266.00	\$ 19.13
Minot	Androscoggin			\$ 12.75
Livermore	Androscoggin	8	\$50,000.00	\$ 25.00
Leeds	Androscoggin	20	\$21,600.00	\$ 10.80
West Paris	Oxford			\$ 8.50
Otisfield	Oxford	20	\$25,000.00	\$ 12.50
Peru	Oxford			\$ 10.00
Wales	Androscoggin	3	\$30,000.00	\$ 15.00
Strong	Franklin	5	\$22,000.00	\$ 11.00
Canton	Oxford			\$ 8.25
Kingfield	Franklin	20	\$18,200.00	\$ 9.10
Andover	Oxford	2	\$23,880.00	\$ 11.94
Eustis	Franklin	10	\$30,000.00	\$ 15.00
Carrabassett Valley	Franklin		\$46,200.00	\$ 23.10
Average			\$32,529	\$ 15.00

The table was developed from a combination of salaries and wages depending on the employment conditions. Salaries were annualized for towns that employ CEOs on a part-time basis. Benefits and other costs associated with the cost of a CEO were not included.

Attachment B

Indirect Cost Items for AVCOG Budget

Administrative Salary/Wages *
Administrative Fringe Benefits *
Administrative and Legal Contract Services *
Administrative Travel *
Office Supplies *
Drafting Supplies
Computer Supplies *
Janitorial Supplies
Computer Software Maintenance *
Telephone
Web Page Maintenance
Utilities
Computer & Equipment Repairs *
Maintenance Agreement *
Equipment Rental (copier lease)
Postage
Registrations – for Agency Support
Memberships, Dues & Subscriptions for Agency Support
Conference Expense for Agency Support
Liability Insurance *
Small Equipment and Software *
Printing & Publications for Agency Support
Janitorial
Advertising *
Accounting *
Administrative Expense *
Legal Services *
Training for Agency Support
Interest Expense
Real Estate Taxes
Rent
Building Repairs
Depreciation

* Denotes need to charge all or a portion of this element of indirect for shared positions who work primarily outside of the office.

Attachment C
Additional Information including Cost of Administering Permits

The table below presents a review of the total number of building permits issued in the towns of Norway, Oxford and Paris for five years beginning in 2000. At the time of the inventory, Oxford and Norway both had full-time CEOs, and Paris was evaluating their need. The table does not include Plumbing Permits. In addition, CEOs have many other constraints on their time including answering pre-application questions and responding to complaints.

Table C-1

Building Permits Issued by Select Towns

Year	Paris		Oxford		Norway	
	<i>total</i>	<i>new</i>	<i>total</i>	<i>new</i>	<i>total</i>	<i>new</i>
2000	113	15	200	66	166	24
2001	125	10	139	33	161	25
2002	140	14	187	48	210	39
2003	127	34	142	20	197	45
2004	120	31	135	43	182	51
Average	125	21	161	42	183	37

Average total all towns	156
Average New all towns	33

Table C-2 provides an estimate of the time needed to administer a permit for various types of projects and then estimates the cost at the lower AVCOG rate. Obviously, the complexity of the situation and the size of large commercial projects can impact these numbers substantially. These are times that we have estimated to administer the average permit.

Table C-2

Time and Cost to Administer a Building Permit

	Review Permit	Inspections		Record Keeping	Cost at
	hours	number	hours	hours	\$32.50/hr
New or Substantial Expansions	2	5	6.5	2	\$ 341
Basic	1	2	2.6	1	\$ 150
Commercial (<5,000 sq. ft.)	2	6	8	2	\$ 390
Commercial (>5,000 sq. ft.)	3+	7+	8+	6	\$550.00 +

Table C-3
CEO Costs for Subdivision and Site Review

	Review Permit	Inspections		Record Keeping	Cost at \$32.5/hr
	hours	number	hours	hours	
Subdivision - No Roads (minor)	1	2	3	2	\$ 195
Subdivision – Roads (major)	3	4	8	6	\$ 553
Site Review - minor	2	2	3	2	\$ 228
Site Review - major	3	3	6	4	\$ 423

Difficult to estimate new subdivisions/site reviews
 Assume 3 minor and 1 major subdivision and 4 minor site reviews

Minor Subdivision	\$ 585.00
Major Subdivision	\$ 552.50
Site Review - minor	\$ 910.00
	\$ 2,047.50

Major Site Reviews not considered in analysis

From Table C-2 and C-3, it can be seen that most towns do not recover the cost of processing permits, especially for building permits. Towns should evaluate their permit fees and application costs. With more realistic fees, most of the additional costs can be covered by the building and development occurring in the town.

Attachment D

AGREEMENT
Between
TOWN OF GREENWOOD, TOWN OF HANOVER, and TOWN OF
WOODSTOCK
For
CODE ENFORCEMENT AND PLUMBING INSPECTION SERVICES

1. Purpose of Agreement

The purpose of this agreement is to provide for the efficient provision of code enforcement and plumbing inspection services to the Town of Greenwood (hereinafter called Greenwood), Town of Hanover (hereinafter called Hanover), and the Town of Woodstock (hereinafter called Woodstock), and to describe the general relationship, rights and responsibilities of Greenwood, Hanover, and Woodstock. Where the agreement makes reference to EMPLOYEE, that individual shall be considered an employee of the Town of Greenwood.

2. Description of Agreement

EMPLOYEE shall be employed by Greenwood and perform typical duties of a Code Enforcement Officer and Licensed Plumbing Inspector, to the extent legally qualified, in Greenwood, Hanover and Woodstock. Greenwood shall provide for necessary administration of employment and payment or provision of salary, local discretionary benefits, and those various coverages and benefits mandated by law such as workers compensation insurance, unemployment insurance, and social security.

3. Revisions to Agreement

The parties named in this agreement shall meet from time to time to review operation of the agreement and make revisions, which are both necessary and mutually agreed to by the parties. Furthermore, either party may request a meeting at any time for the purpose of proposing revisions to this agreement, in the event circumstances so dictate. However, such proposals shall only be considered effective upon the written consent of the parties.

4. Services Provided to Hanover

EMPLOYEE shall work in Hanover as its Code Enforcement Officer and Licensed Plumbing Inspector to the extent legally qualified, attend meetings of the Hanover Planning Board and Board of Appeals and the Hanover Board of Selectmen as may be requested by Hanover town officials. EMPLOYEE, at EMPLOYEE's discretion, shall be allowed to conduct business pertaining to Greenwood, Hanover or Woodstock while at any town office.

Other terms, conditions and details of EMPLOYEE's work in Hanover shall be defined by mutual agreement between EMPLOYEE and Hanover.

5. Rights of Hanover

Hanover shall have the right to terminate this agreement any time. In the event termination by Hanover occurs, EMPLOYEE shall remain employed by Greenwood in a part-time capacity as defined in the Greenwood Personnel Policy.

6. Responsibilities of Hanover

Hanover shall be responsible to Greenwood for payment of 10% of the total cost of employment incurred by Greenwood. Such costs shall include, but not be limited to salary, discretionary benefits, mandated benefits, training, mileage, certification, supplies and miscellaneous items. Greenwood shall invoice Hanover on an itemized, monthly basis for these costs, or other regular schedule as agreed upon by all parties.

7. Services Provided to Woodstock

EMPLOYEE shall work in Woodstock as its Code Enforcement Officer and Licensed Plumbing Inspector to the extent legally qualified, attend meetings of the Woodstock Planning Board and Board of Appeals and the Woodstock Board of Selectmen as may be requested by Woodstock town officials. EMPLOYEE, at EMPLOYEE's discretion, shall be allowed to conduct business pertaining to Greenwood, Hanover or Woodstock while at any town office.

Other terms, conditions and details of EMPLOYEE's work in Woodstock shall be defined by mutual agreement between EMPLOYEE and Woodstock.

8. Rights of Woodstock

Woodstock shall have the right to terminate this agreement any time. In the event termination by Woodstock occurs, EMPLOYEE shall remain employed by Greenwood in a part-time capacity as defined in the Greenwood Personnel Policy.

9. Responsibilities of Woodstock

Woodstock shall be responsible to Greenwood for payment of 45% of the total cost of employment incurred by Greenwood. Such costs shall include, but not be limited to salary, discretionary benefits, mandated benefits, training, mileage, certification, supplies and miscellaneous items. Greenwood shall invoice Woodstock on an itemized, monthly basis for these costs, or other regular schedule as agreed upon by all parties.

10. Services Provided to Greenwood

EMPLOYEE shall work in Greenwood as its Code Enforcement Officer and Licensed Plumbing Inspector to the extent legally qualified, attend meetings of the Greenwood Planning Board and Board of Appeals and the Greenwood Board of Selectmen as may be requested by Greenwood town officials. EMPLOYEE, at EMPLOYEE's discretion, shall be allowed to conduct business pertaining to Greenwood, Hanover or Woodstock while at any town office.

Other terms, conditions and details of EMPLOYEE's work in Greenwood shall be defined by mutual agreement between EMPLOYEE and Greenwood.

11. Rights of Greenwood

Greenwood shall have the right to terminate this agreement at any time. Greenwood shall retain, at all times, all of its rights in accordance with the Greenwood Personnel Policy and law, and specifically those rights in the management, discipline and termination of employment of EMPLOYEE. In addition, nothing in this agreement shall obligate, or be construed to obligate, Greenwood to provide employment, salary, or benefits to EMPLOYEE outside of the terms stated herein.

12. Responsibilities of Greenwood

Greenwood shall be responsible for the proper administration of employment, and payment of salary and provision of benefits as previously described. Amounts of salary and benefits shall be established in the municipal budget approved by the Town of Greenwood.

13. Rights of Employee

EMPLOYEE shall have those rights afforded to him or her under provisions of the Greenwood Personnel Policy, and law.

14. Responsibilities of Employee

EMPLOYEE shall be required to perform all customary duties of a Code Enforcement Officer and Licensed Plumbing Inspector, to the extent legally qualified, in Greenwood, Hanover and Woodstock in a prompt, courteous and efficient manner. In addition, EMPLOYEE shall be required to conform to any requirements which may be imposed by Greenwood, Hanover, or Woodstock through job description in Greenwood, Hanover, and Woodstock, or by specific order or established protocol of Greenwood, Hanover, or Woodstock town officials.

EMPLOYEE shall be required to earn and retain those certifications issued by the State of Maine for Code Enforcement Officers and Licensed Plumbing Inspectors.

15. Non-Transferability

The transfer of the rights and responsibilities of any of this agreement’s named parties to other parties is expressly prohibited.

16. Authorization

This agreement shall be considered authorized by the parties, and its terms wholly in effect upon authorized execution below:

Offer of Employment

THE HANOVER, WOODSTOCK AND GREENWOOD SELECTMEN HAVE HAD SEVERAL MEETINGS TO DISCUSS HAVING A JOINT CODE ENFORCEMENT/LICENSED PLUMBING INSPECTOR AND ARE PLEASED TO OFFER YOU THE FOLLOWING EFFECTIVE JULY 1, 2005:

Full-time Position with an annual salary of \$24,000, plus Individual Health Insurance @ \$4,600.00 annually.

You shall be employed by the Town of Greenwood and perform typical duties of a Code Enforcement Officer and Licensed Plumbing Inspector, to the extent legally qualified, in Greenwood, Hanover and Woodstock. Greenwood shall provide for necessary administration of employment and payment or provision of salary, local discretionary benefits, and those various coverages and benefits mandated by law such as workers compensation insurance, unemployment insurance, and social security.

The position requires that weekly timesheets be submitted to the Greenwood Town Office for all hours worked in Hanover, Woodstock and Greenwood. Mileage reimbursement reports must be submitted monthly to the Greenwood Town Office. The Town of Greenwood will supply you with a Cell Phone and the phone number will only be given to the Town Managers and will show as “unlisted” on caller ID boxes.

The Selectmen have agreed to meet in six months to review their agreement, at which time they would welcome your comments and suggestions on how this new process is working.

end

- thoughts on necessary qualifications,
- desire to share a CEO,
- perceived benefits or drawbacks of sharing a CEO
- perceived benefits or drawbacks of working through AVCOG
- the existing costs,
- thoughts/issues with future costs
- issue – CEO sworn as municipal officer by each town