

WISCASSET BOARD OF SELECTMEN,  
BOARD OF ASSESSORS AND OVERSEERS OF THE POOR  
FEBRUARY 8, 2011

Preliminary Minutes

(Tape recorded meeting)

Present: Bob Blagden, Vice Chairman Judy Colby, Pam Dunning, Chairman David Nichols, Ed Polewarczyk and Town Manager Laurie Smith

1. Call to Order

The chairman called the meeting to order at 6 p.m.

2. Pledge of Allegiance to the Flag of the United States of America

3. Approval of Treasurer's Warrants: February 1, 2011 and February 8, 2011

**Pam Dunning moved to approve the Treasurer's Warrants of February 1 and February 8, 2011. Vote 5-0-0.**

4. Approval of Minutes: January 25, 2011

**Pam Dunning moved to approve the January 25, 2011 minutes. Vote 5-0-0.**

5. Update regarding RSU Fact Finding Committee: Judy Colby

Colby reported that the official name of the committee is Wiscasset Educational Resource Panel and a president and secretary have been elected. The group has discussed the educational needs of the children of Wiscasset, the financial impact of the RSU, and the ways to keep the board and citizens of Wiscasset up to date on all activities and research. The bills in the 125th legislature dealing with consolidation, penalties for not consolidating and towns that wish to come out of the RSU are being researched. Doug Smith, Chairman of the panel, read a letter to the board, which is attached.

The panel requested that Judy Colby, in addition to serving in her capacity as a citizen, be officially acknowledged as the Selectmen's choice to represent the town on the panel in her official capacity as Selectmen. Ed Polewarczyk said that on January 4, he had asked that an item be added to a future agenda defining an RSU committee and its tasks. He objected to the appointment of Colby as a representative of the board when the board had not sanctioned the panel. He recommended that the selectmen form a committee to respond to the RSU and the selectmen should define its composition and tasks.

Doug Smith recommended that the town seek a legal opinion on the forming of a selectmen-endorsed committee because the town cannot become officially involved until July 1, 2012. He said that it would be necessary for a citizen petition group obtain signatures of 10% of the voters in the previous election asking for a special referendum on any changes. After a 2/3 majority vote, a municipality can officially become involved. Currently the only voice the town has is through its RSU representatives.

Pam Dunning recommended that the panel be allowed to look into the issues, rather than duplicating efforts by forming a selectmen-sanctioned committee.

Judy Colby said she would continue on the panel as a citizen only and not as a representative of the Board of Selectmen, but would keep the board up to date on the panel's activities.

6. Special Presentations or Awards

A. CMP Power Reliability Project - Dam off Bradford Road Montsweag Brook:  
Postponed

7. Committee Appointments - None

8. Public Comment

Steve Mehrl commended the Highway Department on its work during the recent snowstorms.

9. Department Head or Committee Chair Report - None

10. Unfinished Business - None

11. New Business

A. Agreement with Lincoln County Planning Office pertaining to Wiscasset Town Ordinance Project

**David Nichols moved that the Board of Selectmen authorize the Town Manager to accept the Lincoln County Planning Office assistance for ordinance development. Vote 5-0-0.**

B. Job Description Update

**David Nichols moved that the Board of Selectmen adopt the completed job descriptions and authorize the Town Manager to make any future amendments as necessary. Vote 5-0-0.**

C. Proclamation for Cainin Griffin day for February 5th

David Nichols read a proclamation recognizing February 5 as Cainin Griffin Day to enhance the understanding of blood-related cancers and to encourage participation in fund raising activities to support the Barbara Bush Foundation, which supported Cainin in his fight for life. Copy of the proclamation is attached. **David Nichols moved to sign the proclamation. Vote 5-0-0.**

Todd Souza briefly described Cainin's condition and the medical care he is receiving. He summarized the activities held at Winterfest on February 5 that raised \$2,500 to help Cainin Griffin's family. He thanked the many participants who contributed to the success of the day. Laurie Smith thanked Souza for the time and effort he had put into the celebration.

D. Board of Selectmen appointment of member for negotiations with Mr. Phinney.

**Pam Dunning moved that the Board of Selectmen appoint David Nichols, Selectman, to represent the Town in discussions to exchange information, educate the town and landowner and try to create a proposed resolution between Mr. Phinney, as the landowner, and the Selectmen representing public use. Vote 4-0-1 (Nichols abstained).**

E. Adoption of the Town of Wiscasset FBP Cafeteria Plan

**David Nichols moved that the Board of Selectmen adopt a resolution of the Town of Wiscasset FBP Cafeteria Plan and authorize the Town Manager to sign and date the document as written. Smith said the plan would allow employees to make pretax contributions to health or dental insurance as required by the IRS. Vote 5-0-0.**

12. Town Manager's Report

#### A. Police cruiser bid process for budget

The town has two cruisers with odometer readings of 75,000 and 133,000 miles. Smith suggested going through the bid process for a new cruiser. Although a bid would be accepted, the town would not be required to purchase it until a town meeting vote had approved it. The question of need was discussed as well as the required maintenance for the older vehicles. There were recommendations that this item be considered in the capital improvement discussions.

#### B. Waterfront Pier Rules and Application update

Smith said the Waterfront Committee is updating pier rules and will attend the next selectmen's meeting with a final draft.

#### C. Federal Street Stormwater Project Update

Smith said the town was working with MDOT in order to secure funding to replace the stormwater lines on Federal Street. Main Street will be handled as part of the Water District project. Available funding is being investigated which would allow the town to do the work or contract it out. An answer is expected soon from the MDOT. Smith said she expects an answer this week from Rural Development on funding for the sewer lines on Federal Street.

#### D. Personnel Policy Updates

Smith asked the board members to review the personnel policy before scheduling it on an upcoming agenda.

#### E. Performance Evaluations

A performance evaluation form has been developed and will be used for the evaluation of department heads who in turn will use it for their employees.

#### F. Tax Acquired Properties

A list of properties with 2008 taxes due, which foreclosed on January 18, was given to the board. Smith asked the board for its recommendation with regard to these tax-acquired properties. There was a consensus that taxpayers should be given an opportunity to pay the past due taxes, if necessary by entering into an agreement with the town, rather than have the town take possession of the property. Bob Blagden recommended contacting all the owners of these properties, including Mason Station, to determine the owners' intentions.

#### G. Selectmen Goals

A draft copy of the goals discussed at a recent workshop was distributed to the board. Smith said that some of the goals could be achieved in the near future, some were more general or ongoing, but all would provide a basis for town departments' direction, objectives and decisions. The board will set goals for the town and not attempt to micro-manage departments.

#### H. Update regarding Tidal Energy Project

The board received an update on the tidal energy project from Peter Arnold, who has submitted proposals to two possible funding sources for \$36,850 to do current velocity studies over a month-long tidal cycle. In response to Ed Polewarczyk's question, Smith said that funding is also needed to complete the reports on two of the sites where testing was done and this is separate from the velocity studies.

### I. General Update

The board had received a letter from the RSU in response to the board's letter regarding the mascot issue.

### J. Resignation

The board received a letter of resignation from Phil DiVece, a member of the Budget Committee. The open position will be advertised.

### 13. Other Board Business

A capital improvement workshop will be held on Tuesday, February 22, at 7 p.m. An abatement meeting was scheduled for February 16 at 6 p.m., contingent upon Sue Varney's availability.

**David Nichols moved to go into executive session under Title 1 M.R.S.A. Section 405 (6) (a), discussion or consideration of the employment and compensation of employees. Vote 5-0-0**

Bill Phinney asked when public discussion was allowed during the meeting. The chairman said public comments were allowed during the discussion period after a motion was made.

The board entered executive session at 7:45 p.m. and exited at 8:40 p.m.

Ed Polewarczyk asked that the Investment Advisory Council report be put on the next agenda.

Polewarczyk suggested, in view of the many committee positions that will be open in June, the board work on a policy for appointment and/or reappointment. Pam Dunning said that in the past those committee members whose terms were expiring were contacted to determine their interest in remaining on the committee. The board then discussed these reappointments in executive session and decided on reappointment. Polewarczyk asked that a discussion of this subject be on the next agenda.

Pam Dunning requested that the town manager inform the Boston Post Cane website that Wiscasset still owns its cane.

### 14. Adjournment

At 8:50 p.m., **Judy Colby moved to adjourn. Vote 5-0-0.**

# Wiscasset Educational Research Panel

**To:** Wiscasset Selectmen

**Date:** February 1, 2011

As provided for in MRS Title 20-A 1466, the residents of a municipality must form a group to petition the Department of Education for any changes or ultimate withdrawal from an RSU and submit the request for a referendum vote. If passed, the municipal government selects "one member from the municipal officers, one member from the general public, and one member from the group filing the petition". The RSU then selects a member to represent them. As was pointed out in a presentation by the Town Manager in early January, the official process involving the town cannot begin before July 1, 2012. However, a lot of study and research needs to be done for the town to decide what path it wishes to pursue if a working relationship with the RSU can't be established.

It is clearly apparent that the current board of the RSU has decided to ignore the concerns of the Wiscasset parents, teachers, voters and students regarding the quality of education for Wiscasset students, the history of our school and town, the documented and needed repairs to our facilities, and the unfair allocation of expenses within our RSU versus other RSU's in the state.

The front-page headline in the Portland Press Herald's "Maine Sunday Telegram" dated 1/23/11 was "School-merger law again in crosshairs". Several state legislator's are proposing legislation ranging from an all out repeal of the law to just a small tweak not requiring any unconsolidated school system to pay penalties. We need to be a part of this discussion and debate in Augusta. Our school system is a poster child for what can go wrong in a merger.

In this regard and in keeping with the intent of the law, we have formally established the Wiscasset Educational Research Panel. This group represents a diverse cross section of individuals who are committed and open minded to different and opposing options. It needs to be stated that we are not committed to a withdrawal from the RSU; rather, we are committed to exploring all options within and outside the RSU. The timing is critical if we want the opportunity to influence our educational future.

The members of the Wiscasset Educational Research Panel is a small focused group that is diverse enough to look at many different issues, and who have the background and/or contacts to gather information and data to reach multiple options and conclusions. Our group consists of the following individuals:

Doug Smith: Past Vice Chairman of the Wiscasset School Committee; Chairman of the Citizen's Advisory Group for consolidation for Wiscasset, Westport & Alna; and initial Chairman of the RSU before it legally began as RSU 12

Sharon Nichols: Retired Wiscasset High School Coordinator and teacher

Kathy Onorato: Business office manager and parent

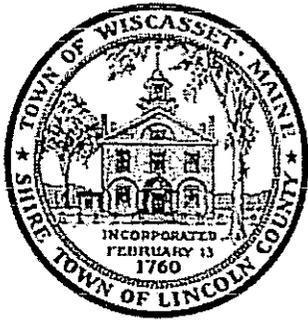
Judy Colby: RSU employee, former Budget Committee member and Selectman  
Gene Stover: Retired educator, former Chairman of the Wiscasset School Committee and current RSU 12 board member.

Gene will serve as a special advisor to our group because of his RSU board status.

We are requesting that in addition to Judy serving on our panel in her capacity as a citizen, that she be officially acknowledged as the Selectman's choice to represent the town on this panel in her official capacity as a Selectman. This will serve to provide conduit for information to the board as desired, as well as, provide continuity down the road if and when any recommendations are made that may involve referendum votes, funding or decisions that require municipal appointments. Given Judy's background, employment, history of civic involvement and demonstrated ability to look at all sides of an issue; she is the unanimous choice of our group.

We have committed to provide ongoing public reports through the Selectman as to our activities, conclusions and recommendations on a periodic basis. In addition, we are in the process of setting up a website and have reserved a domain name; have committed to a monthly report of our activities to the newspapers; will hold periodic public workshops; will solicit public comments and suggestions from all parties; and have public questionnaires to gauge the sentiments of voters on different issues.

**Our Mission Statement:** To explore all Wiscasset's options for providing a quality education for all our children at a fair and reasonable cost to taxpayers.



# Town of Wiscasset

## Proclamation

### Recognizing February 5<sup>th</sup> as Cainin Griffin Day

*WHEREAS*, blood cancers currently afflict more than 823,000 Americans with an estimated 135,520 new cases diagnosed each year; and

*WHEREAS*, leukemia, lymphoma and myeloma will kill an estimated 52,310 people in the United States this year; and

*WHEREAS*, Cainin Griffin an 8<sup>th</sup> grader at Wiscasset Middle School was diagnosed with Burkitt's Leukemia; and

*WHEREAS*, Burkitt's Leukemia is a rare and aggressive form of ALL; and

*WHEREAS*, After several months of intensive chemotherapy, Cainin went into remission in mid-January; and

*WHEREAS*, the Town of Wiscasset supports its citizens of all ages through good times and bad; and

*WHEREAS*, the Town of Wiscasset encourages private efforts to enhance research funding and education programs that address these diseases; and

*WHEREAS*, the Wiscasset Winterfest 2011 is an opportunity to raise awareness and funding for those suffering; now, therefore

**BE IT RESOLVED** that the Town of Wiscasset joins with the family of Cainin Griffin in declaring Saturday, February 5<sup>th</sup> as *Cainin Griffin Day* to enhance the understanding of blood-related cancers and to encourage participation in fund raising activities to support the Barbara Bush Foundation which supported Cainin in his fight for life.

Signed this 8<sup>th</sup> day February, 2011

*Nancy L. Nichols*  
*Edna J. Galloway*  
*Judith R. Colby*  
*Pamela Dunning*  
*Bob Blyden*

11E

RESOLUTION OF THE TOWN OF WISCASSET FBP BOARD OF SELECTMEN FOR THE ADOPTION OF THE TOWN OF WISCASSET FBP CAFETERIA PLAN

On this date, the TOWN OF WISCASSET FBP Board of Selectmen did meet to discuss the implementation of TOWN OF WISCASSET FBP Flexible Benefits Plan to be effective, January 01, 2011. Let it be known that the following resolutions were duly adopted by the TOWN OF WISCASSET FBP Board of Selectmen and that such resolutions have not been modified or rescinded as of the date hereof;

RESOLVED, that the form of Cafeteria Plan, as authorized under Section 125 of the Internal Revenue Code of 1986, presented to this meeting is hereby adopted and approved and that the proper officers of the Employer are hereby authorized and directed to execute and deliver to the Plan Administrator one or more copies of the Plan.

RESOLVED, that the Plan Year shall be for a period beginning on January 01<sup>st</sup> ending December 31<sup>st</sup>.

RESOLVED, that the Employer shall contribute to the Plan amounts sufficient to meet its obligation under the Cafeteria Plan, in accordance with the terms of the Plan Document and shall notify the Plan Administrator to which periods said contributions shall be applied.

RESOLVED, that the proper officers of the Employer shall act as soon as possible to notify employees of the adoption of the Cafeteria Plan by delivering to each Employee a copy of the Summary Plan Description presented to this meeting, which form is hereby approved.

The undersigned certifies that attached hereto as Exhibits A and B respectively are true copies of the Plan Document, and Summary Plan Description for TOWN OF WISCASSET FBP's Flexible Benefits Plan approved and adopted in the foregoing resolutions.

The undersigned further certifies and attests that the above resolutions were made with the consent of the full Board of Selectmen, each of whom were in attendance on this date:

\_\_\_\_\_

Laurie Smith, Town Manager

Date: \_\_\_\_\_

## Maine Power Reliability Program (MPRP)

### Montsweag Brook Compensation Parcel

#### Wiscasset/Woolwich

Central Maine Power Company's (CMP) Maine Power Reliability Program (MPRP) is a proposed upgrade to CMP's bulk transmission line system. The vast majority of Maine's bulk power transmission system (115 kV and 345 kV lines) was placed into service in the early 1970s and is now reaching the limits of its ability to meet the growing electrical demand of Maine customers. Since the last major transmission infrastructure construction was completed more four decades ago, the patterns of both available generation and customer load have shifted significantly.

The MPRP project consists of construction of 440 miles of new and/or upgrade transmission lines and construction and/or expansion of eleven substations in approximately 75 municipalities within the CMP system.

CMP conducted resource inventories and mapping of natural resources (wetlands, vernal pools, deer wintering areas, inland wading waterfowl habitat, RTE habitat) on all of the transmission line corridors and substation sites over the course of three field seasons. This information was used to determine the level of compensation and mitigation CMP would need to provide under Maine Department of Environmental Protection and U. S. Army Corp of Engineers rules and regulations to offset project impacts.

Based on the cumulative project impacts to natural resources, CMP assembled a robust compensation package consisting of a \$1.5 million payment to the MDEP Natural Resources Mitigation Fund and 14 parcels of land consisting of 4,700 acres. Many of the compensation properties were recently purchased by CMP specifically for this purpose, while others, such as the Montsweag Brook parcel, had been owned by CMP for many years.

These compensation parcels contain the same types of natural resources being impacted by the MPRP; though under the regulatory agencies requirements, CMP is required to protect a higher ratio (as much as 8 to 1) of impacted resources with the compensation parcels (i.e., for every acre of wetlands impacted by MPRP, CMP must provide and protect 8 acres of compensation parcel wetlands).

Pursuant to MDEP and USACE requirements, CMP has placed restrictions and covenants on each of the compensation parcels to ensure the properties remain in a near natural state and their sensitive natural resources are protected in perpetuity. These covenants and restrictions run with the land.

Working with local land trusts, state agencies, and other interested parties, CMP will transfer the compensation parcels to such entities. Prior to the transfer to the conservation organizations, CMP has completed boundary surveys (lines blazed/painted, pins set), Phase 1 Environmental Site Assessment,

site cleanup and debris disposal, title search and insurance, and established a one-time stewardship fund payment for each parcel.

#### Monstweag Brook Compensation Parcel

This parcel consists of 22 acres in Wiscasset and Woolwich; 3 acres of wetland and 19 acres of upland buffer also designated as a Maine Department of Inland Fisheries & Wildlife deer wintering area (indeterminate value). Access to the property is over the Freedom Song Road.

Monstweag brook flows through the center of the parcel and is impounded by a dam near the southern end of the property. The dam was constructed in 1941 as a back-up water source for Mason Station.

CMP has offered this property to The Chewonki Foundation. CMP and Chewonki have met several times to discuss the potential transfer and the best way to structure the transfer to the benefit of the parties involved. CMP and Chewonki continue to work towards this goal.

13.1 **MONTSWEAG BROOK (WISCASSET AND WOOLWICH)**

13.1.1 **Site Location Information**

**Town(s):** Wiscasset and Woolwich **County:** Lincoln and Sagadahoc

**Biophysical Region:** Casco Bay Coast

**Watershed (HUC 8):** Coastal Drainages East of Small Point (01050002)

**MPRP Components Within this Watershed:** Segments: 6, 10, 15, 16, 29, & 35; Substations: Cooper’s Mills and Maine Yankee Substation

**Closest MPRP Components:** Segment 29 (0.5 miles)

**Coordinates of Site Centroid (Lat/Long WGS 84):** 44.0043 / -69.7016

13.1.2 Natural Resource Inventory Summary (quantities are +/-):

Total Site Area .....	22 acres
Wetland Area .....	3 acres
Upland Buffer Area.....	19 acres
MDIF&W-mapped DWA (indeterminate value).....	19 acres
Potential Riparian Wetland Enhancement Area .....	6 acres
Potential Stream Restoration Area (length of stream on property above dam) .....	2,100 linear feet

13.1.3 Site Description

The Montsweag Brook property is a single 22 acre parcel that straddles the town line between Woolwich and Wiscasset. The Montsweag Brook site includes 3 acres of existing wetland and approximately 19 acres of surrounding forested buffers. The property is surrounded by forested land and transmission line corridors, and access to the site is via Freedom Song Lane (a gravel road that dead-ends at the site). Montsweag Brook flows north to south through the center of the site, and is impounded by a dam near the southern end of the property. The dam was constructed in 1941 as a back-up water source for nearby Mason Station. The pond that has been created by the dam is no longer used as a water source for Mason Station. There are a few small wetland drainages that flow into the pond from the power line corridors to the west and north, although aside from the pond, the site is primarily upland. The Chewonki Foundation has performed a feasibility study of removing obstacles to fish passage along Montsweag Brook, and is financing a study of a dam removal downstream from the site. Chewonki visited both of the downstream

crosses mostly through forested land for about 2.5 miles upstream from the site. Approximately 2.5 miles north of the site, the brook is abutted on the east by agricultural fields. From the fields to about 0.75 miles north to its headwater bog, the brook is again surrounded by undeveloped forestland. Montsweag Brook flows through culverts under three roads north of the site (one-half mile, 2 miles and 2.7 miles upstream from the project site).

Several protected open space and recreational properties exist in the vicinity of the Montsweag Brook property. The site is:

- Connected to the *Chewonki Foundation's Back River Trail* easement
- Within 1 mile of the Town of Wiscasset's *Sortwell Memorial Forest* (99 acres)
- Within 5 miles of the *Earl E. Kelley WMA (AKA Dresden Bog)* (>500 acres)
- Within 5 miles of the *Steve Kelley WMA* (>1,500 acres)
- Within 5 miles of the *Green Point WMA* (220 acres)

In addition, when Chewonki acquired title to the lower dam through the Maine Yankee decommissioning settlement, it was also granted an easement to a 60-foot-wide strip of land along Montsweag Brook. This land extends from the lower dam north to the upper dam on the Montsweag Brook property. Conservation of the site will enhance the recreation and wildlife benefits of Chewonki's existing easement along Montsweag Brook by extending it approximately three miles upstream.

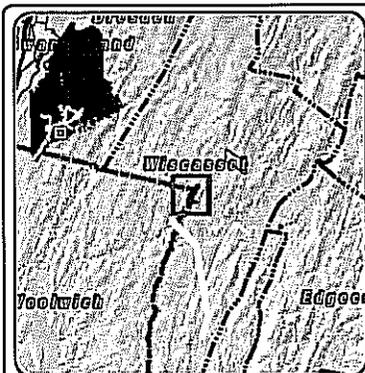
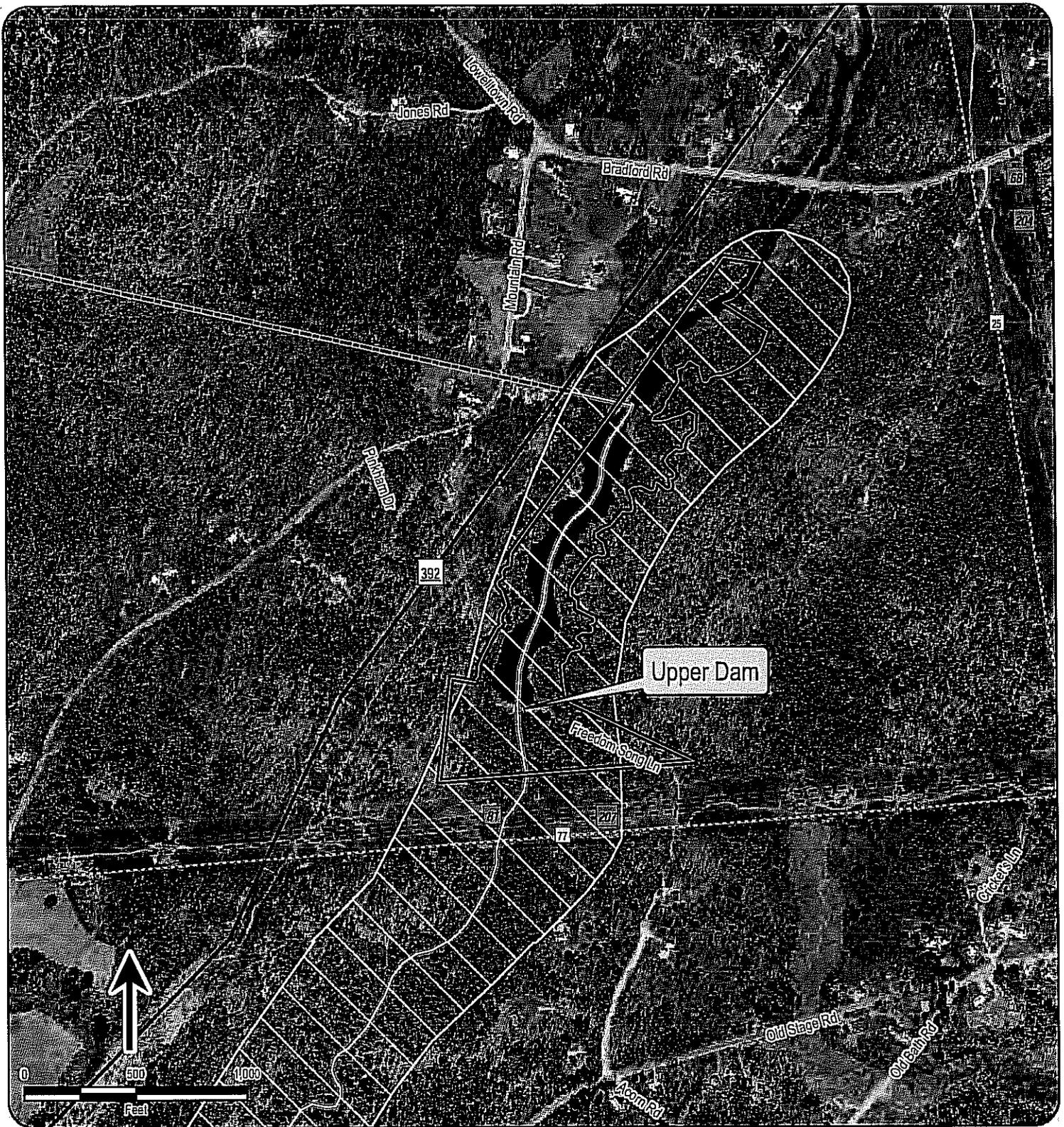
Such proximity to other open space or conservation areas generally enhances the value of compensation sites, because in aggregate the protected lands create landscape connectivity and provide greater functionality. Thus, in the context of local and regional conservation planning, the proximity of these other existing conserved and public lands enhance the value of the Montsweag Brook property.

#### **13.17.5 Wildlife Use**

Both landscape (*i.e.*, map-scale) and on-site investigations were performed to review the site for potential wildlife usage. There is suitable habitat on the property to support a wide range of bird species. Habitat types include the stream area, the riparian shrub wetlands, the pond areas, and

Table 13-14 (Montsweag Brook): Summary of Existing Functions and Values of the Wetlands on the Site

Function/Value	Notes
Groundwater Recharge/Discharge	The wetlands on the site are associated with the perennial Montsweag Brook, and the pond has a constricted outlet (the dam), thus allowing for groundwater recharge. If the dam is removed, the site will have a lower capacity for recharge, but discharge will remain unchanged.
Floodflow Alteration	The pond currently provides flood storage above the dam. If the dam is removed, the site will have a diminished capacity for floodwater storage by the pond, however, the increase in riparian wetland area will allow for some floodflow alteration.
Fish and Shellfish Habitat	The stream and pond provide fish and shellfish habitat.
Production Export	The site has berry and nut-producing vegetation and the pond provides fish and shellfish habitat.
Sediment/Toxicant Retention	The pond may trap sediments from upstream sources, although this function is probably only marginally provided.
Nutrient Removal	The pond may trap sediments from upstream sources, although this function is probably only marginally provided.
Sediment/Shoreline Stabilization	Floodflow is partially attenuated by the dam, but this function is probably only marginally provided.
Wildlife Habitat	The pond, stream and wetland provide habitat for a variety of birds, fish, amphibians, and mammals.
Educational/Scientific Value	The site contains a pond and wetlands; moreover, Chewonki is a non-profit environmental education provider that will presumably be able use this site for future excursions and educational benefits.
Recreation	The pond and stream provide fishing opportunities, and there are deer on the site for hunting. Additionally, with donation to Chewonki the site will be linked to an easement that follows the Montsweag Brook south and provides hiking and nature watching opportunities.
Uniqueness/Heritage	The pond is approximately 3-acres and undeveloped around its perimeter. The site also provides opportunities for wildlife viewing.
Visual Quality/Aesthetics	The pond is approximately 3-acres and undeveloped around its perimeter. The site also provides opportunities for wildlife viewing.
Endangered Species Habitat	The property is not known to provide habitat for RTE species. If the lower dam is removed, this allows for improved habitat and possible passage of Atlantic salmon from the Sheepscot River.



Legend	
	Approximate Site Boundary
	Conveyed Lanes
	IFRP Project Limits (QMP)
	Vernal Pool Depressions Not Significant (TRC)
	Significant Vernal Pool Depression (TRC)
	Significant Vernal Pool Habitat > 750' (TRC)
	Waterfowl/Wading Bird Habitat (FAW)
	Approximate Location of Stream (TRC)
	Approximate Location of Wetlands (TRC)
	Deer Wintering Area - Indeterminate (FAW)

\* Wetlands outside of site boundary are from NWI maps

Montsweag Brook Site Summary	
Town:	Wiscasset & Woolwich
County:	Lincoln & Sagadahoc
HUC & Watershed:	Coastal Drainages East of Small Point
Ecoregion Name:	03-Casco Bay Coastal Subsection
Total Site Area (Acres):	22 +/-
Site Characteristics	
Stream Length (ft. feet):	0 +/-
Wetland (Acres):	2 +/-
Significant Vernal Pool Habitat (Acres):	0 +/-
Inland Waterfowl and Wading Bird Habitat (Acres):	0 +/-
Indeterminate Deer Wintering Area (Acres):	21 +/-
Other: Project includes financial contribution to the Chewonk Foundation to facilitate dam removal feasibility study and property stewardship.	



**MAINE POWER**  
RELIABILITY PROGRAM  
A CENTRAL MAINE POWER COMPANY PROGRAM

## Exhibit 13-41 MONTSWEAG BROOK

Wiscasset & Woolwich, ME

## **TOWN OF WISCASSET RESERVE AND ENDOWMENT (TRUST) INVESTMENT POLICY**

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This Investment Policy has been adopted by the Board of Selectmen of the Town of Wiscasset on January 18, 2011 and it replaces any previously dated investment policies, guidelines or lists of authorized investments.

### **1. PURPOSE**

The intent of the Board of Selectmen is to establish an Investment Policy that provides clear guidelines for management of the Town's Reserve and Endowment (Trust) funds. The Policy is designed to allow for management of Town monies, subject to the Policy, in a manner that will satisfy budgeted withdrawals, as approved by the Selectmen, garner a market rate of return tempered by an appropriate risk profile and conform to all Federal, State of Maine and local laws governing investment of public funds.

### **2. GOVERNANCE**

#### **A. Investment Committee**

The Town of Wiscasset Board of Selectmen shall establish an Investment Committee (the Committee) to act in an advisory role to the Town Treasurer, Town Manager and Board of Selectmen. The Investment Committee shall consist of the Town Treasurer, Town Manager, a member of the Board of Selectmen, and two citizens appointed by the Selectmen. The Selectmen will have a one year term and each citizen will have a three year term. The Committee shall meet on a monthly basis to review the investment statements and shall make quarterly reports to the Board of Selectmen. The Committee shall also meet at least annually with the Board of Selectmen.

#### **B. Delegation of Authority**

1. As provided in M.R.S.A Title 30-A, Section 5706 (4), the municipal officers may contract with a qualified financial institution (Investment Advisors or Managers) for professional advice and portfolio management related to the Reserve and Endowment (Trust) Funds. This allows the Town, when appropriate, to benefit from economies of scale and contract for investment/financial expertise that may be unavailable from the Town staff at a given point in time. Maine State law, and this policy, to the extent it does not conflict with State law, will define and control the risks and management of the Town's portfolios and establish performance criteria for monitoring and evaluating results.

2. Under the Maine Revised Statutes Title 30-A Sections 5706 through 5719, responsibility for the investment of the Town's funds covered by this Investment Policy resides with the Board of Selectmen, as the Town's Municipal Officers. The Board, in consultation with the Committee is responsible for developing a policy regarding the investment and custody of the Town's Reserve and Endowment (Trust) funds. The Board of Selectmen have directed the Town Manager and the Town Treasurer to implement this Policy after its approval by the Board of Selectmen and to act as primary points of contact for the Investment Advisor.
3. The Town Treasurer is the primary contact for the Investment Advisors. All communication regarding the investment funds and management issues will be conducted through the Treasurer's office. The Town Treasurer shall keep the Town Manager fully apprised of transactions.
4. The Town's Investment Advisors are required to understand and abide by this policy as they act on behalf of the Town of Wiscasset in any financial transactions.

### **C. Scope**

This Policy shall apply to the investment management of the Reserve and Endowment (Trust) Funds under the control of the Town and accounted for within the Town's Annual Audit Report.

Many of these funds are pooled for investment purposes. The investment income derived from the pooled investment account will be allocated to each of the various funds on a monthly basis and reported to the Town Treasurer as needed, but no more frequently than monthly.

### **D. Ethics and Conflicts of Interest**

Elected officials and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program or which could impair or create the appearance of an impairment of their ability to make impartial investment decisions. Employees and investment officials shall disclose to the Town Manager any material financial interests they have in financial institutions that conduct business with the Town and they shall subordinate their personal investment transactions to those of the Town.

## **E. Prudence**

As provided for in the Title 30-(A) Section 5706 (4) the standard of prudence to be used in managing the Town's assets shall be Title 18-B, Sections 802-807 and Chapter 9 (The Maine Prudent Investor Act) of the Maine Revised Statutes which broadly states that investments shall be made with the judgment and care that persons of prudence, discretion and intelligence, under circumstances then prevailing, exercise in the management of their own affairs, not for speculation but for investment.

The Town's investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust. The Town recognizes that no investment is totally without risk and that the investment activities of the Town are a matter of public record. Accordingly, the Town recognizes that occasional measured losses are inevitable in a diversified portfolio and shall be considered within the context of each portfolio's return, provided that adequate diversification has been implemented and that the purchase or sale of any security was perceived to be in the best long-term interest of the Town. The Board of Selectmen feels the approach articulated in the Maine Prudent Investor Act provides the Town with the best opportunity to preserve the long term purchasing power of the subject portfolios and to render those funds, to the extent practical, perpetual in nature; available for use by future generations to serve the best interests of the citizens of Wiscasset.

## **F. Statutory Compliance**

Nothing in the City's Investment Policy shall be read to contravene with State law 30-A M.R.S.A. Sections 5706 through 5719 (the "Act"). Any amendments or additions to State statutes that impact allowable investment types, maturities, or percentage of allocations shall become incorporated as part of this policy.

## **G. Policy Amendments**

Any amendment to this Policy shall be considered by the Board of Selectmen in a public hearing and adopted by a vote of no less than 75 percent of the Board, provided a quorum is present.

# **3. INVESTMENT ASSUMPTIONS AND GUIDELINES**

## **A. Objectives**

1. To provide - over the very long term - a stable, real (inflation-adjusted) cash flow to support the town budget and/or to meet needs specific to the sub-accounts as provided in the trusts that created them, or as adjusted under Maine's Uniform Principal and Income Act, as amended.

2. To achieve long-term portfolio total returns high enough to provide for current distributions (in accordance with the spending guidelines below) *and* maintain the real principal value of the portfolio through capital appreciation equal to or greater than inflation, plus the costs of administering and managing the portfolios.

## B. Risks

These funds are *perpetual in nature*, i.e. the assets and the distributions they support must meet the needs of the town in equal measure now and in perpetuity, adjusting for inflation.

Investment risks include *any* factor that might prevent the portfolios from achieving their objectives. However, in terms of this investment policy, risk is broadly defined in terms of *time horizon*, and the policy aims to align the assets in the portfolios with the nature and timing of the liabilities the portfolios' need to fund with them.

In consideration of near term liabilities, the conventional measure of portfolio risk, *volatility*, matters most; to meet liabilities well into the future, *real (inflation adjusted) portfolio total returns* matter most and volatility very little. In between the long and short term, portfolio *cash flow (income)* matters most, and should comprise as much of the amounts distributed from the portfolios as practical.

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## C. Definitions

1. Total Return - equals the periodic change in principal value, *plus* all dividends and interest received and/or accrued over any measurement period.
2. Earnings - or "income", equals dividends and interest received over any measurement period.
3. Distribution - is any amount paid out of the portfolios to meet current spending needs which may be comprised of a combination of earnings *and* principal, depending on the provisions of the applicable trust document, if any, in the case of the Endowment (Trust) Funds.

## D. Spending Guidelines – Reserve Funds

The policy recognizes the creative tension between the need for current income to meet operations today and the deleterious, long-term effects high current spending levels might have on the portfolios' ability to meet future spending needs.

Consistent with the “closed” nature of these Funds, i.e. there is a low expectation there might be future contributions to these portfolios to bolster principal growth, the policy adopts a long-term annual spending rate of 3.5% of the average market value of the portfolio, calculated over a four-year trailing period, using semi-annual portfolio market values as of the last business day of June and December [or six month intervals measured from the end of the fiscal year if the Town is not on a calendar fiscal year]. This results in eight portfolio market values being used in the calculation of the average market value for spending purposes under this guideline. The December 31, 2010 Reserve Fund market value shall determine the 2011 (the first under this policy) annual distribution. The 12/31/2010 Reserve Fund market value shall be deemed the starting point for the purpose of calculating future distributions consistent with the terms of this section 3 D.

In no case, however, shall the annual distribution exceed 4.5% of the most recent portfolio market value nor shall the annual distribution be less than 2.5% of the most recent portfolio market value in instances of extreme market volatility, either negative or positive, respectively.

The Board of Selectmen recognize there may be market or budget circumstances that would, on occasion, make full compliance with this spending guideline difficult, pressuring the Town to exceed the spending level prescribed under this policy. However, over time and to every extent practical, the Selectmen shall make every effort to manage distributions in accordance with these spending guidelines in an effort to properly balance current and future spending needs.

#### **E. Asset Allocation Guidelines**

Consistent with the liabilities confronting these funds, the portfolios should provide the right balance of liquidity, income and real return. Generally, equities and hybrid securities (certain equity securities that produce high income (REITS, etc.) or bonds that are priced to yield equity like total returns (i.e. high-yield bonds) and/or may have an equity convertibility) are the best asset classes for total return, i.e. growth and income. Bonds and hybrid securities are most suitable for the production of current income in the form of high dividend yields or interest. Money market funds and very short term bonds are best for providing for short term liquidity needs.

The policy establishes the following Asset Allocation Guidelines within which the policy seeks to achieve the investment objectives while prudently addressing the timing and nature of current and future liabilities. For the most part, achieving the investment objectives will require the portfolios adopt and maintain a long-term investment horizon reflected in the following equity-oriented allocations, and that neither the Manager(s) nor the Town be swayed by short-term market experience

to deviate from these guidelines.

Wiscasset Investment Policy - Asset Allocation Guidelines

Objectives: Growing Income & Real Capital Preservation

	Strategic Weight	Maximum	Minimum
<b>Equities</b>			
Core	60%	80%	40%
US Small Cap	0%	10%	0%
International Developed	10%	20%	5%
Emerging Markets	5%	15%	0%
REITs	0%	10%	0%
	75%	85%	60%
<b>Fixed Income</b>			
High Yield Bonds	5%	15%	0%
Investment Grade	15%	25%	5%
Government	5%	30%	0%
	25%	40%	15%
<b>Cash</b>	0%	10%	0%

Diversification must play a role in formulating asset allocation and portfolio construction. However, on balance the policy views diversification as a way to increase returns as much as to reduce market risk (volatility). The portfolios' long-term perspective makes diversification a lower policy and portfolio priority since real returns matter most – and portfolio volatility is something the Selectmen recognize as a risk the policy bears for the opportunity to earn higher real returns in the long-run.

**F. Asset Allocation Exceptions**

Portfolios governed by income-only spending provisions or statutes may suffer unacceptable loss of needed current income if they are constrained by the asset allocation guidelines in this policy to own very low income producing assets. Additionally, there might also be times when bond yields are too low to produce long-term total returns high enough to achieve the dual mandates of income and real capital preservation in portfolios not so constrained.

This policy exception provides that up to 5% of the total portfolio may be allocated in an equity and/or hybrid security *mutual fund or ETF* (exchange traded fund) to count toward the fixed-income allocation when the indicated current yield of such a fund (the “SEC Yield”) exceeds the yield on the generic 5-year US

treasury note.

The manager(s) shall monitor these yield differentials to ensure compliance with this section of the policy. However, the manager(s) may hold an equity/hybrid fund allocated under this exception *for up to one year* from the date of its acquisition regardless of the prevailing yield spreads, whereupon the manager(s) must bring the portfolios into compliance with the regular allocation guidelines should the required yield spread condition for this exception no longer exist.

#### **G. Portfolio Performance Metrics and Benchmarks**

The portfolio benchmark return shall be calculated using a 75%/25% weighted product of the Standard and Poor's 500 (S&P 500) and the Barclay's Capital Government/Credit indices, respectively.

Quarterly, the manager(s) shall provide the Committee portfolio return information comparing the aggregate equity and fixed-income portfolios to their respective benchmarks and the total portfolios to the policy benchmark.

Further, the manager(s) shall provide a current and historical perspective on asset allocations around the policy weights with attendant explanatory narrative on a semi-annual basis to augment and attribute portfolio returns.

### **4. ADMINISTRATION**

#### **A. Authorized Securities and Transactions**

1. All investments of the Town shall be made in accordance with Title 30-A, Sections 5706 through 5719 of the Maine Revised Statutes. Any revisions or extensions of these sections of the Maine Revised Statutes will be assumed to be part of this Investment Policy immediately upon being enacted.

#### **B. Internal Control**

The Town's independent auditors shall review annually the Town's investment internal controls.

#### **C. Accounting Method**

Investments will be carried on the Town's books at market value as required by Governmental Accounting Standards Board (GASB) Statement No. 31. Interest on securities will be credited to investment income at the time of sale. The values of investment securities will be accrued as of each fiscal year end.

#### **D. Reporting Authorities and Accounting Jurisdictions**

1. Accounting and reporting on the Town's investment portfolio shall conform to Generally Accepted Accounting Principles (GAAP) and the Government Accounting Standards Boards (GASB) recommended practices.
2. The Committee will meet with the Investment Advisors on a quarterly basis and report to the Board of Selectmen on the financial performance and status of the investments. The Investment Advisors and the Committee will meet with the Board of Selectmen on an annual basis in January to review the prior calendar year.
3. Reports prepared by outside advisors shall be sent to the Town's Treasurer.

**WISCASSET  
RESERVE & ENDOWMENT FUNDS**  
Quarterly Presentation  
To The  
Board Of Selectmen

Investment Advisory Committee  
2/1/11

1

**Investment Advisory Committee**

- Objective
  - Investment Policy
    - Present the Investment Policy to the Selectmen
    - Discuss significant aspects of the Policy
    - Recommend a Motion for Acceptance
  - Fund Status
    - Provide portfolio quarterly results
  - Recommend distribution for next fiscal year

2

### **Investment Advisory Committee**

- Wiscasset Investment Policy
  - Governance (Page 1 Section 2)
  - Policy Amendments (Page 3 Section G.)
  - Investment Objectives (Page 3 Section 3.A.)
  - Spending Guidelines (Page 4 Section D.)
  - Asset Allocation Guidelines (Page 5 Section E.)

3

### **Investment Advisory Committee**

- Investment Objective
  - To provide - over the very long term – a stable , real (inflation-adjusted) cash flow to support the town needs
  - To achieve long-term portfolio returns high enough to provide current distributions and maintain the real principal value of the portfolio through capital appreciation equal to or greater than inflation
- Result
  - Perpetual Fund with An Annual Distribution
    - Provides Annual Resources for Capital Improvements
    - Maintains the Fund

4

## **Investment Advisory Committee**

### **Annual Distribution**

**3.5%**

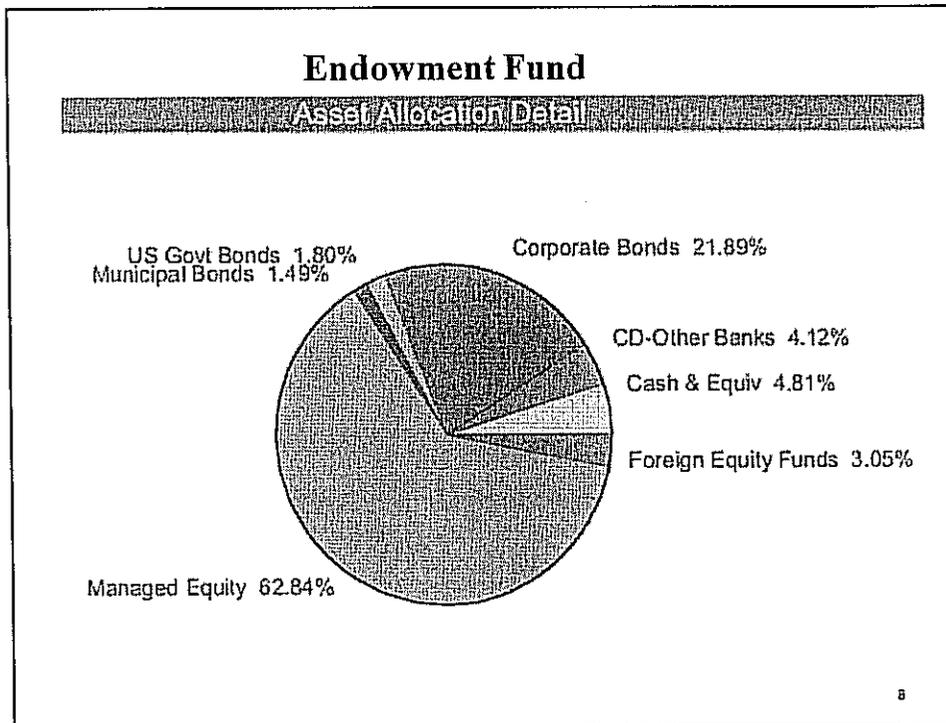
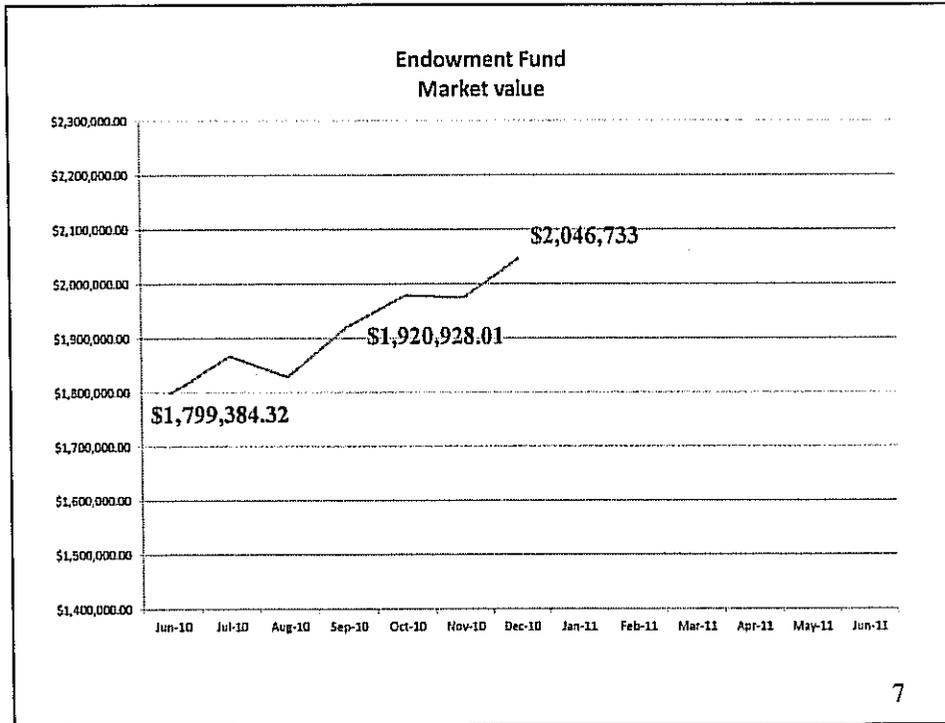
- Long term annual spending rate of 3.5% of the average market value of the portfolio, calculated over a four-year trailing period, using semi-annual portfolio market values as of the last business of June and December. This results in eight portfolio market values being used in the calculation of the average market value for spending purposes under this guideline.
- The December 31, 2010 Reserve Fund market value shall be deemed the starting point for the purpose of calculating future distributions consistent with the terms of this section 3 D.

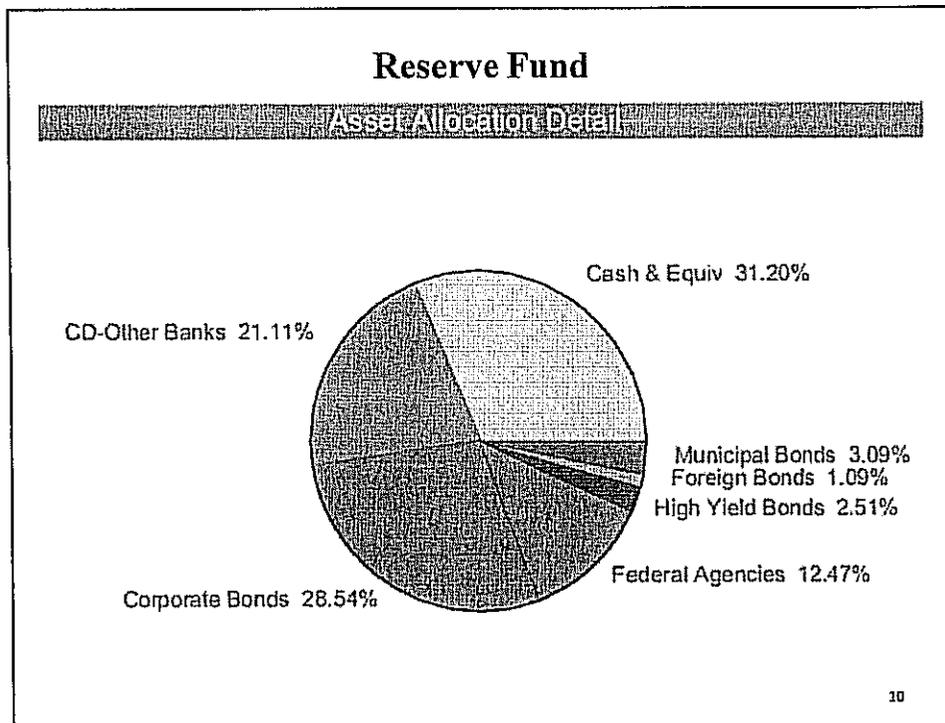
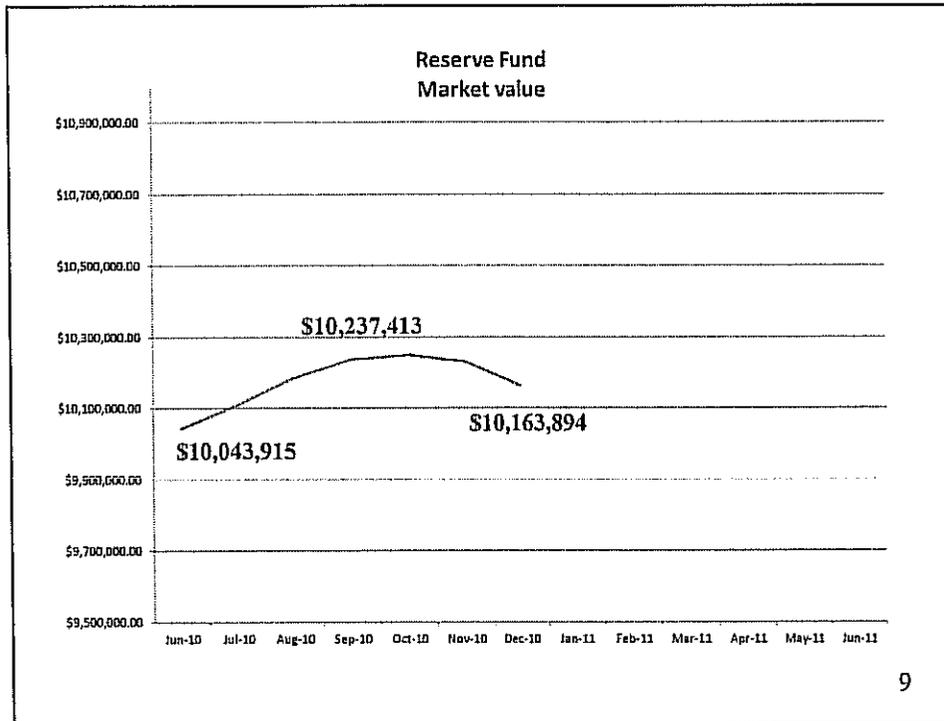
5

## **Investment Advisory Committee**

- Allocation of Assets
  - Current portfolio allocation prevents reaching objective
  - Diversification required to achieve objectives

6





### Investment Advisory Committee

- Allocation of Assets

	Strategic Weight	Maximum	Minimum
<b>Equities</b>			
Core	60%	80%	40%
US Small Cap	0%	10%	0%
International Developed	10%	20%	5%
Emerging Markets	5%	15%	0%
REITs	0%	10%	0%
	75%	85%	60%
<b>Fixed Income</b>			
High Yield Bonds	5%	15%	0%
Investment Grade	15%	25%	5%
Government	5%	30%	0%
	25%	40%	15%
Cash	0%	10%	0%

11

### Investment Advisory Committee

- Recommended Distribution from the Reserve Fund for Fiscal 2011/2012

**\$355,736**

- Distribution and allocation to capital improvements to be approved by the voters in June ballot

Uses 3.5% of Market value as of 12/31/2010

12

**1. LEASED PREMISES:** That certain property (to be known as the "Huntoon Hill Tower Communications Site" or the "Property") located on Huntoon Hill in the Town of Wiscasset, County of Lincoln, State of Maine and more particularly described in Exhibits A and A1 and as shown on Exhibit B attached hereto, together with (1) a non-exclusive right-of-way for access to the property by Lessee (a) for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle along a right-of-way extending from the nearest public right-of-way, to the Property, said right-of-way is described in Exhibit A-1 and as shown on Exhibit B. (Property and the right-of-way collectively, the "Leased Premises"); and (2) a utility easement to place and maintain aerial and/or underground Utility Lines from the Huntoon Hill Road in a generally southeasterly direction to the Leased Premises.

It appears to me that in the third line should only reference Exhibit A as that is what is being leased. Exhibit A1 is a description of the right-of-way from Huntoon Hill Road to the property described in Exhibit A. Similarly, (a) of the Memorandum of Lease should only refer to Exhibit A and (b) should refer to only Exhibit A-1.

**5. USE; GOVERNMENTAL APPROVALS.** Lessee shall use the Leased Premises for the purpose of constructing, maintaining and operating a State of Maine communications facility and uses related thereto consisting of one (1) tower with a maximum height of 200 feet including all necessary appurtenances (the "Tower") and buildings at the base of the Tower, as well as antennas, cables, ground equipment, foundations, conduits, utilities and related telecommunications equipment. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Tower and buildings at the discretion of Lessee. Lessee shall construct, install, operate and maintain the Tower and equipment in compliance with applicable federal, state and local laws and regulations.

The Lessee agrees that no outside security type lights or outside building lights will be left on at the Leased Premises unless personnel are present. All improvements, including the installation of utilities, shall be at Lessee's expense and the installation of all improvements shall be at the discretion and option of the Lessee. Lessee shall have the right to replace, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto, during the term of this Lease. Lessee will maintain the Leased Premises in a good condition reasonable wear and tear excepted. Lessor will maintain the property of which the Leased Premises is a part, excluding the Leased Premises, in reasonable condition so as to not interfere with Lessee's access to and use of the Leased Premises.

Change the first paragraph, beginning at the third line: "... thereto consisting of not more than one (1) tower which shall not exceed 200 feet in height above the surrounding ground level including all necessary . . . ."

Change the second paragraph by adding at the end: "... so as to not interfere with Lessee's access to and use of the Leased Premises except that Lessor shall have no obligation to snow-plow, grade, or otherwise maintain the access right-of-way running between the Huntoon Hill Road and the 100' X 100' Leased Premises."

**10. REMOVAL UPON TERMINATION.** Lessee, upon termination of the Lease, shall, within one hundred eighty (180) days, remove any building(s), antenna structure(s) (except footings), fixtures, utilities and all personal property and otherwise restore the Leased Premises to its original condition, reasonable wear and tear and casualty excepted. Lessor agrees and acknowledges that all of the equipment, fixtures and personal property of the Lessee shall remain the personal property of the Lessee, or CBP, as the case maybe, and the Lessee shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law. If such time for removal causes Lessee to remain on the Leased Premises after termination of the Lease, Lessee shall pay rent at the then existing monthly rent until such time as the removal of the building, antenna structure, fixtures, utilities and all personal property are completed.

Change the second line to read: “. . . hundred eighty (180) days, remove any building(s), the Tower and any other antenna structure(s) (except footings), fixtures, . . . “

Change the last two lines: “. . . until such time as the removal of buildings, the Tower, any other antenna structure(s), . . . .”

**13. ADDITIONAL COVENANTS of Lessor:**

(a) Title to the Leased Premises. The Town of Wiscasset warrants that it is the owner of the Leased Premises, has right title and interest in and to the Leased Premises and has the right to lease the Leased Premises to the State. The Town agrees to defend, indemnify and hold harmless the State of Maine and the Lessee from any and all claims and damages of whatever nature arising out of the breach of this warranty.

(b) No Condemnation. There are no condemnation proceedings pending with regard to any portion of the Leased Premises and Lessor does not know of or have reason to know of any proposed condemnation proceedings with regard to any portion of the Leased Premises.

(c) No Hazardous Substance. -To the best of Lessor's knowledge, no hazardous substance or toxic waste has been generated, treated, stored, used, disposed of, or deposited in or on the Leased Premises, including without limitation any underground tanks. Lessor has no knowledge or notice of any hazardous substance, toxic waste, or tank in or on the Leased Premises that may affect the Leased Premises or any use thereof or that may support a claim or cause of action under the common law or under any federal, State, or local environmental statute, regulation, ordinance, or other environmental regulatory requirement, nor has any action been instituted for enforcement of same.

Before the Lease is signed we want to be certain that the Town has record title to the premises (see sub. a, above). I am attempting to contact Rick Parent about the probable source deed.

Amend sub. c above, starting at line 3, to read: “. . . Premises, excepting septic sludge that the Lessor previously spread on the Leased Premises, including without limitation . . . .”

Line 4 should similarly be amended to read: “. . . any hazardous substance, toxic waste (other than septic sludge the Lessor previously spread on the Leased Premises), or tank . . . “

**14. NON-APPROPRIATION:** Notwithstanding any other provisions of this Lease, if the State of Maine (“State”) does not receive sufficient funds to fund this Lease Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payments under this Lease. In the event of non-appropriation of funds as described in this section, the State may terminate this Lease upon thirty (30) days written notice to the Lessor.

Have the last sentence continue: “. . . written notice to the Lessor in which event the Lessee shall remove its property within one hundred eighty (180) days of the termination date as set out in Section 10, above.”

**16. TERMINATION IN EVENT OF MATERIAL VIOLATION OR DEFAULT:** In the event of a material violation of the terms of this Lease by either party, and upon failure of that party to bring itself into compliance with the terms of this Lease upon thirty (30) days notice of the violation by the other party, such other party shall have the right to terminate this Lease upon a further thirty (30) days notice. The failure of either party to give notice of a material violation shall in no event constitute a waiver of any of the terms of this Lease.

Amend the first sentence to read: “. . . In the event of a material violation of the terms of this Lease by either party, including the failure of the Lessee to pay the full rental amounts when due, and upon . . . . “

**COMMUNICATIONS FACILITY LEASE**  
**HUNTOON HILL COMMUNICATIONS TOWER SITE**  
**TOWN OF WISCASSET, LINCOLN COUNTY, MAINE**

March 1, 2011

Between

The Town of Wiscasset

LESSOR

and

STATE OF MAINE  
Department of Administrative and Financial Services  
Bureau of General Services and Office of Information Technology,

LESSEE

# **COMMUNICATIONS FACILITY LEASE**

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### **EXHIBITS:**

- A. DESCRIPTION OF LEASED PREMISES**
  - A1. DESCRIPTION OF RIGHT-OF-WAY EASEMENT**
- B. LEASED AREA AND RIGHT-OF-WAY EASEMENT SKETCH**
- C. MEMORANDUM OF LEASE**

**COMMUNICATION FACILITY LEASE**

(State as Lessee)

**THIS LEASE**, made this 1st day of March, 2011 by and between the **Town of Wiscasset**, (herein called "Lessor") and the **State of Maine**, acting by and through its **Department of Administrative and Financial Services, Bureau of General Services and Office of Information Technology** (herein called "State" or "Lessee").

**WITNESSETH:**

**THAT IN CONSIDERATION** of the covenants herein expressed, Lessor hereby Leases to the State and the State leases from Lessor, upon the terms and conditions herein set forth, the following:

**1. LEASED PREMISES:** That certain property (to be known as the "Huntoon Hill Tower Communications Site" or the "Property") located on Huntoon Hill in the Town of Wiscasset, County of Lincoln, State of Maine and more particularly described in Exhibits A and A1 and as shown on Exhibit B attached hereto, together with (1) a non-exclusive right-of-way for access to the property by Lessee (a) for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle along a right-of-way extending from the nearest public right-of-way, to the Property, said right-of-way is described in Exhibit A-1 and as shown on Exhibit B. (Property and the right-of-way collectively, the "Leased Premises"); and (2) a utility easement to place and maintain aerial and/or underground Utility Lines from the Huntoon Hill Road in a generally southeasterly direction to the Leased Premises.

Lessor hereby agrees to timely grant utility easements in gross to the applicable public utilities for servicing the Leased Premises in and over land owned by Lessor as described in Exhibit A1 and as shown on Exhibit B attached hereto in a direct route, suitable to the public utilities, from the Huntoon Hill Road in a generally southeasterly direction to the Leased Premises, if and as required by such public utilities and on the usual terms required by such public utilities.

**2. TERM.** The term of this Lease shall be forty (40) years commencing at 12:01 a.m., on March 1, 2011, and ending at 11:59 p.m., on February 28, 2051.

**3. RENTAL.** The annual rent for the Leased Premises during the first year of this Lease shall be \$4,800.00, and shall be paid to Lessor at the address herein indicated for notices.

- a. Rent shall be paid quarterly, in arrears, in accordance with the State's usual accounting procedures, commencing with the first quarter as established by the provisions of Section 2, without notice or demand. Rent shall be prorated for any partial quarter at the beginning or end of the term of this lease. Payment shall be made only by check, money order or electronic funds transfer and shall be made payable to the Town of Wiscasset.
- b. On each anniversary of the commencement date, the then current rent will be increased by an amount equal to two percent (2 %) of the rent for the previous year.
- c. The Lessee shall pay rent as reflected in the chart below:

### Lease Cost with Rider

Year		Monthly Lease	Annual Increase	Quarterly Cost	Annual Cost
Year	1	\$400.00		\$1,200.00	\$4,800.00
Year	2	\$408.00	0.02	\$1,224.00	\$4,896.00
Year	3	\$416.16	0.02	\$1,248.48	\$4,993.92
Year	4	\$424.48	0.02	\$1,273.45	\$5,093.80
Year	5	\$432.97	0.02	\$1,298.92	\$5,195.67
Year	6	\$441.63	0.02	\$1,324.90	\$5,299.59
Year	7	\$450.46	0.02	\$1,351.39	\$5,405.58
Year	8	\$459.47	0.02	\$1,378.42	\$5,513.69
Year	9	\$468.66	0.02	\$1,405.99	\$5,623.97
Year	10	\$478.04	0.02	\$1,434.11	\$5,736.44
Year	11	\$487.60	0.02	\$1,462.79	\$5,851.17
Year	12	\$497.35	0.02	\$1,492.05	\$5,968.20
Year	13	\$507.30	0.02	\$1,521.89	\$6,087.56
Year	14	\$517.44	0.02	\$1,552.33	\$6,209.31
Year	15	\$527.79	0.02	\$1,583.37	\$6,333.50
Year	16	\$538.35	0.02	\$1,615.04	\$6,460.17
Year	17	\$549.11	0.02	\$1,647.34	\$6,589.37
Year	18	\$560.10	0.02	\$1,680.29	\$6,721.16
Year	19	\$571.30	0.02	\$1,713.90	\$6,855.58
Year	20	\$582.72	0.02	\$1,748.17	\$6,992.69
Year	21	\$594.38	0.02	\$1,783.14	\$7,132.55
Year	22	\$606.27	0.02	\$1,818.80	\$7,275.20
Year	23	\$618.39	0.02	\$1,855.18	\$7,420.70
Year	24	\$630.76	0.02	\$1,892.28	\$7,569.12
Year	25	\$643.37	0.02	\$1,930.12	\$7,720.50
Year	26	\$656.24	0.02	\$1,968.73	\$7,874.91
Year	27	\$669.37	0.02	\$2,008.10	\$8,032.41
Year	28	\$682.75	0.02	\$2,048.26	\$8,193.06
Year	29	\$696.41	0.02	\$2,089.23	\$8,356.92
Year	30	\$710.34	0.02	\$2,131.01	\$8,524.05
Year	31	\$724.54	0.02	\$2,173.63	\$8,694.54
Year	32	\$739.04	0.02	\$2,217.11	\$8,868.43
Year	33	\$753.82	0.02	\$2,261.45	\$9,045.79
Year	34	\$768.89	0.02	\$2,306.68	\$9,226.71
Year	35	\$784.27	0.02	\$2,352.81	\$9,411.24
Year	36	\$799.96	0.02	\$2,399.87	\$9,599.47
Year	37	\$815.95	0.02	\$2,447.86	\$9,791.46
Year	38	\$832.27	0.02	\$2,496.82	\$9,987.29
Year	39	\$848.92	0.02	\$2,546.76	\$10,187.03
Year	40	\$865.90	0.02	\$2,597.69	\$10,390.77

4. **HOLDOVER:** At termination of this Lease or any extension thereof, the Lessee may continue in possession on a month-to-month basis by paying the then existing monthly rent until one party shall give the other party written notice of termination. Such notice shall be given one hundred eighty (180) days before the Leased Premises are to be vacated. Should the notice specify a termination date prior to the end of a month; the rental shall be prorated to the date specified in the notice.

5. **USE; GOVERNMENTAL APPROVALS.** Lessee shall use the Leased Premises for the purpose of constructing, maintaining and operating a State of Maine communications facility and uses related thereto consisting of one (1) tower with a maximum height of 200 feet including all necessary appurtenances (the "Tower") and buildings at the base of the Tower, as well as antennas, cables, ground equipment, foundations, conduits, utilities and related telecommunications equipment. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Tower and buildings at the discretion of Lessee. Lessee shall construct, install, operate and maintain the Tower and equipment in compliance with applicable federal, state and local laws and regulations.

The Lessee agrees that no outside security type lights or outside building lights will be left on at the Leased Premises unless personnel are present. All improvements, including the installation of utilities, shall be at Lessee's expense and the installation of all improvements shall be at the discretion and option of the Lessee. Lessee shall have the right to replace, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto, during the term of this Lease. Lessee will maintain the Leased Premises in a good condition reasonable wear and tear excepted. Lessor will maintain the property of which the Leased Premises is a part, excluding the Leased Premises, in reasonable condition so as to not interfere with Lessee's access to and use of the Leased Premises.

It is understood and agreed that Lessee's ability to use the Leased Premises is contingent upon satisfactory soil boring tests and its obtaining, after the execution date of this Lease, all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any federal, state or local authorities in order for Lessee to use the Leased Premises as set forth above. Lessor shall cooperate with Lessee in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use by Lessee. In the event (1) Lessee determines, in its sole discretion, that soil boring tests are unsatisfactory for its intended use of the Lease Premises; or (2) any applications for Governmental Approvals should be rejected or any Governmental Approval issued to Lessee is canceled, expires, lapses, or is otherwise withdrawn or terminated; or (3) Lessee determines, in its sole discretion, that the Leased Premises is no longer technically compatible for its intended use, Lessee shall have the right to terminate this Lease. Lessee shall give notice of such termination to Lessor in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice. All rentals paid to said termination date shall be retained by the Lessor. Upon such termination of the Lease, except as otherwise provided in this Lease, the Parties shall have no further obligations hereunder including the payment of rent.

It is further understood and agreed (1) that the State shall have the right to sublet the Leased Premises to the United States Customs and Border Protection (CBP); (2) that pursuant to said sublease CBP will be responsible for site development, including but not limited to construction and erection of

the Tower, and shall have the right to locate its equipment on the tower and in related facilities; and (3) that the State will be locating its equipment on the tower constructed and erected by CBP.

**6. INTERFERENCE.** Lessor agrees that Lessor and any other tenants of the Lessor may install only such radio equipment that is of the type and frequency and in locations which will not cause interference with the existing equipment of the Lessee.

The State will have the right to place any local, state, county, or federal governmental radio transmitter or receiver on the tower and in the building at this time or at any time in the future. The site will not be used for any commercial communication purpose without the express written consent of the Lessor. The State and CBP will work to remove any interference generated by the State or CBP owned equipment as required by F.C.C. regulations.

The Lessor will not allow an additional tower or obstruction to be constructed or located at the Huntoon Hill Communications Site which will interfere with any microwave paths required by the State or other governmental agencies located on the Tower or in the related facilities.

**7. MAINTENANCE.** Lessee will keep and maintain the Leased Premises in a clean and safe condition and will repair, at its own expense, during the continuance of this Lease any and all damage. The State will flag any trees on the Lessor property that it deems will interfere with the use of the Leased Premises. The Lessor will not unreasonably withhold permission to remove trees and limbs on the property that interfere with the use of the Leased Premises by Lessee, such removal to be at the Lessee's expense. Lessee may cut, clear, and remove trees, growth, and bushes on the Leased Premises as Lessee deems necessary. Lessee will coordinate the removal of any trees with the Lessor.

**8. CBP/STATE'S PROPERTY.** Any communications equipment, building, antenna structures, wires, cables, conduits, or pipes installed by CBP or the State shall remain the property of CBP or the State, and Lessor waives any right it may have to place a lien on any such communications equipment, building, wires, cables, conduit or pipes located on the Leased Premises.

The Lessor acknowledges that the radio communication transmitting and receiving equipment on the Huntoon Hill Tower Site is part of the State of Maine Communications Network and the State has the right to add, modify or delete any equipment associated with the network at this location, at any time and at the sole discretion of the State, with no additional rental or approval from the Lessor.

**9. TERMINATION BY STATE.** Lessee shall have the right to terminate this Lease for any reason with 180 days prior written notice to Lessor.

**10. REMOVAL UPON TERMINATION.** Lessee, upon termination of the Lease, shall, within one hundred eighty (180) days, remove any building(s), antenna structure(s) (except footings), fixtures, utilities and all personal property and otherwise restore the Leased Premises to its original condition, reasonable wear and tear and casualty excepted. Lessor agrees and acknowledges that all of the equipment, fixtures and personal property of the Lessee shall remain the personal property of the Lessee,

or CBP, as the case maybe, and the Lessee shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law. If such time for removal causes Lessee to remain on the Leased Premises after termination of the Lease, Lessee shall pay rent at the then existing monthly rent until such time as the removal of the building, antenna structure, fixtures, utilities and all personal property are completed.

**11. QUIET ENJOYMENT:** Upon payment by the State of the rent herein provided and upon observance and performance of all covenants, terms and conditions on the State's part to be observed and performed, the State shall be entitled to the beneficial use and peaceful enjoyment of the Leased Premises for the term thereof without hindrance or interruption by Lessor or any other person or persons, regardless of whether they are claiming by, through, or under the Lessor.

**12. RESPONSIBILITY OF PARTIES.** Lessor agrees to indemnify, defend, and save harmless the State of Maine and the Lessee, its officers, agents, and employees from any and all claims, defense thereof, and losses accruing or resulting to any person due to the negligence or willful acts or omissions of Lessor, provided, this indemnity shall not apply to any claims, causes or action or losses due to the negligence or willful acts of omission of the lessee, its agents or employees.

**13. ADDITIONAL COVENANTS of Lessor:**

(a) Title to the Leased Premises. The Town of Wiscasset warrants that it is the owner of the Leased Premises, has right title and interest in and to the Leased Premises and has the right to lease the Leased Premises to the State. The Town agrees to defend, indemnify and hold harmless the State of Maine and the Lessee from any and all claims and damages of whatever nature arising out of the breach of this warranty.

(b) No Condemnation. There are no condemnation proceedings pending with regard to any portion of the Leased Premises and Lessor does not know of or have reason to know of any proposed condemnation proceedings with regard to any portion of the Leased Premises.

(c) No Hazardous Substance. -To the best of Lessor's knowledge, no hazardous substance or toxic waste has been generated, treated, stored, used, disposed of, or deposited in or on the Leased Premises, including without limitation any underground tanks. Lessor has no knowledge or notice of any hazardous substance, toxic waste, or tank in or on the Leased Premises that may affect the Leased Premises or any use thereof or that may support a claim or cause of action under the common law or under any federal, State, or local environmental statute, regulation, ordinance, or other environmental regulatory requirement, nor has any action been instituted for enforcement of same.

**14. NON-APPROPRIATION:** Notwithstanding any other provisions of this Lease, if the State of Maine ("State") does not receive sufficient funds to fund this Lease Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payments

under this Lease. In the event of non-appropriation of funds as described in this section, the State may terminate this Lease upon thirty (30) days written notice to the Lessor.

**15. NOTICES:** Any notices required hereunder shall be in writing and shall be sent certified mail, return receipt requested, addressed to Lessor or Lessee, as the case may be, at the addresses specified below or at such other address as a party may have specified by written notice hereunder.

**LESSOR:**

Town of Wiscasset  
51 Bath Road  
Wiscasset, ME 04578

**LESSEE:**

Dept. of Administrative and Financial Services,  
Bureau of General Services  
77 State House Station  
Augusta, ME 04333

Contact Person: Town Manager

BGS Contact Name: Director, Leased Space Division

Contact Phone: (207) 882-8200

BGS Contact Phone: (207) 624-7345

Contact Fax: (207) 882-8228

BGS Contact Fax: (207) 287-4039

**16. TERMINATION IN EVENT OF MATERIAL VIOLATION OR DEFAULT:** In the event of a material violation of the terms of this Lease by either party, and upon failure of that party to bring itself into compliance with the terms of this Lease upon thirty (30) days notice of the violation by the other party, such other party shall have the right to terminate this Lease upon a further thirty (30) days notice. The failure of either party to give notice of a material violation shall in no event constitute a waiver of any of the terms of this Lease.

**17. MEMORANDUM OF LEASE:**

- (a) This Lease shall not be recorded.
- (b) Lessor agrees to execute a Memorandum of this Lease Agreement, the form of which is attached as Exhibit C, which Lessee may record with the appropriate Recording Officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.
- (c) Lessor further agrees that in the event this Lease is amended, the Lessor shall, at State's request, execute an amended Memorandum of Lease in a form acceptable to the State and the State may record said amended Memorandum of Lease in the applicable County Registry of Deeds within ten (10) days after the Lease is amended.

**18. SALE OR TRANSFER OF LEASED PREMISES BY LESSOR:**

- (a) Lessor may sell or transfer title to the Leased Premises; provided, however, that any such sale or transfer of title shall be subject to this Lease. Lessor shall give written notice to Lessee of any such sale or transfer of title within thirty (30) days following any such sale or transfer of title. Such written notice shall include (i) the date of the sale or transfer of title, and (ii) the name and address of the purchaser or transferee. Such written notice shall be accompanied by a written assumption by the purchaser or transferee of the obligations on the part of Lessor under this Lease.
- (b) In the event of any sale or transfer of title to the Leased Premises by the original Lessor or by any successor Lessor, so long as each purchaser or transferee has executed a written assumption of the Lessor's obligations under this Lease, the Lessor shall be relieved of liability arising out of any act, occurrence or omission occurring after the date of such sale or transfer of title, and the Lessee shall look solely to the successor Lessor for the performance of any such obligation. The Lessor, however, shall remain liable for any act, occurrence or omission occurring prior to the date of such sale.

**19. MORTGAGES ON LEASED PREMISES:**

- (a) Subject to obtaining the non-disturbance agreement referred to below, this Lease is and shall be subordinate to any present or future mortgage or mortgages, upon the Leased Premises or any property of which the Leased Premises are a part, irrespective of the time of execution or the time of recording of any such mortgage or mortgages. The State agrees to promptly execute any instrument reasonably requested by the holder of any such mortgage evidencing such subordination. Any such subordination shall be conditioned upon Lessor obtaining and delivering to State a written agreement by such holder in recordable form and otherwise satisfactory to the State providing that in the event of foreclosure or other action taken under the mortgage by the holder thereof, this Lease and the rights of State hereunder shall not be disturbed but shall continue in full force and effect so long as State shall not be in default hereunder. The word "mortgage" as used herein includes mortgages, deeds of trust or other similar instruments, and all modifications, extensions, renewals and replacements thereof, and advances thereunder.
- (b) If any holder of a mortgage obtains title to the Leased Premises as a result of any enforcement or foreclosure of a mortgage, the State will, upon request of such mortgagee, attorn to such mortgage and recognize such mortgagee as its Lessor under all the terms and provisions of this Lease.
- (c) With reference to any assignment by Lessor of Lessor's interest in this Lease, or the rents payable hereunder, which assignment is made to the holder of a mortgage on the Leased Premises, the State agrees that the execution thereof by Lessor, and the acceptance thereof by

such holder, shall not be deemed an assumption by such holder of any of the obligations of Lessor hereunder, unless such holder shall, by written notice to the State, assume such obligation and that, absent such assumption, the State shall continue to look to Lessor for the performance of Lessor's obligations hereunder; provided, however, such holder shall be deemed to have assumed Lessor's obligations hereunder upon coming into possession of the Leased Premises by statutory foreclosure, by deed in lieu of foreclosure, default, or operation of law, or the taking of possession of the Leased Premises by such holder as a mortgagee in possession. The appointment of a receiver at the request of such holder shall not be deemed to be taking possession by such holder.

**20. LAW GOVERNING:** This Lease shall be governed by and construed in accordance with the laws of the State of Maine.

**21. SEVERABILITY:** The parties agree that if any provision of this Lease is held to be invalid or unenforceable as applied to any person, party or circumstance, that such shall not in any way be construed to affect the validity or enforceability of the remaining provisions, as may be applied in any other circumstance or to any other person or party.

**22. INTERPRETATION:** The parties agree that no claim under this Lease, or any defense to a claim, shall be based on the principle that any term or provision in the Lease is ambiguous and should be construed against the drafter of the Lease. The parties hereby acknowledge that they have consulted with counsel, or have had the opportunity to consult with counsel, prior to execution of the Lease.

**23. WAIVER:** Payment of rent by the Lessee, with knowledge of breach by Lessor of the terms and conditions of this Lease shall not be deemed to be a waiver of any obligations of Lessor under the Lease. Failure of Lessee to complain of any act or omission on the part of the Lessor, no matter how long such may continue, shall not be deemed to be a waiver by the Lessee of any of its rights. No waiver, express or implied, by Lessee at any time shall be deemed a waiver of a breach of any other provision, clause, item, section or subsection of this Lease or a consent to any subsequent breach of the same or any other provision, clause, item, section or subsection.

**24. TOTALITY OF AGREEMENT:** This Lease (together with the exhibits attached hereto) contains the entire agreement between the parties, and no changes or modifications to the terms hereof shall be valid unless in writing and signed by all parties.

**WITNESS** the following signatures and seals:

\_\_\_\_\_  
Town Manager

**STATE OF MAINE**  
Department of Administrative and Financial  
Services  
Bureau of General Services  
Office of Information Technology

By: \_\_\_\_\_  
Greg A. McNeal, Chief Information Officer

**APPROVED:**

**STATE OF MAINE**  
Department of Administrative and Financial  
Services  
Bureau of General Services

By: \_\_\_\_\_, Its Director

## Exhibit A

**Lease Description**  
**of**  
**Wiscasset Public Safety Radio Facility**  
**Town of Wiscasset Property, Tax Map R-5, Lot 20**  
**Huntoon Hill Road**  
**Lincoln County, State of Maine**  
**for**  
**the State of Maine**

A certain 10,000 square foot lease area located southeasterly of Huntoon Hill Road, Town of Wiscasset, County of Lincoln, State of Maine, being more particularly described as follows:

**BEGINNING** at a  $\frac{3}{4}$ " capped iron rod to be set, said capped iron rod being North  $85^{\circ} 10' 22''$  East, a distance of 415.83 feet from the northwest corner of land now or formerly of the Town of Wiscasset (known as Tax Map R-5, Lot 20), said beginning point also being South  $56^{\circ} 59' 36''$  East, a distance of 278.79 feet from a capped iron rod found on the northerly sideline of Huntoon Road and the southwesterly corner of land now or formerly of F. Jason Morris as described in Deed Book 3345, Page 171 of the Lincoln County Registry of Deeds;

**THENCE;** North  $53^{\circ} 08' 32''$  East, a distance of 100.00 feet to a  $\frac{3}{4}$ " capped iron rod to be set;

**THENCE;** South  $36^{\circ} 51' 28''$  East, a distance of 100.00 feet to a  $\frac{3}{4}$ " capped iron rod to be set;

**THENCE;** South  $53^{\circ} 08' 32''$  West, a distance of 100.00 feet to a  $\frac{3}{4}$ " capped iron rod to be set;

**THENCE;** North  $36^{\circ} 51' 28''$  West, a distance of 100.00 feet to the **POINT OF BEGINNING**.

The Lease area described herein contains 10,000 square feet, more or less.

Bearings refer to the Maine State Plane Coordinate System, Maine East Zone (1802), NAD83.

Also conveying rights to place and maintain aerial and/or underground utilities from the Huntoon Hill Road to the above described lease area within a certain 14 foot wide utility easement strip situated southeasterly of Huntoon Hill Road, in the Town of Wiscasset, County of Lincoln, State of Maine, connecting from the public utilities on Huntoon Hill Road to the Leased Premises, the centerline of which shall be determined by the utility provider.

## Exhibit A1

**Access Easement Description  
to be conveyed to  
the State of Maine  
Wiscasset Public Safety Radio Facility  
by the  
Town of Wiscasset  
For property located on  
Huntoon Hill Road  
Town of Wiscasset, Lincoln County, State of Maine**

A certain 20 foot wide access easement strip situated southerly of Huntoon Hill Road, in the Town of Wiscasset, County of Lincoln, State of Maine, the centerline of which being more particularly described as follows:

**BEGINNING** at a point in the generally southerly sideline of Huntoon Hill Road situated North 53° 51' 21" East, a distance of 760.08 feet from the northwest corner of land now or formerly of the Town of Wiscasset (known as Tax Map R-5, Lot 20), said beginning point also being South 85° 20' 13" East, a distance of 72.82 feet from a capped iron rod found on the northerly sideline of Huntoon Road and the southeasterly corner of land now or formerly of F. Jason Morris as described in Deed Book 3345, Page 171 of the Lincoln County Registry of Deeds;

**THENCE;** South 39° 36' 47" East, a distance of 39.79 feet to a point;

**THENCE;** South 22° 05' 12" East, a distance of 33.45 feet to a point;

**THENCE;** South 07° 54' 09" East, a distance of 76.11 feet to a point;

**THENCE;** South 17° 14' 37" East, a distance of 125.59 feet to a point;

**THENCE;** South 26° 49' 45" West, a distance of 33.10 feet to a point;

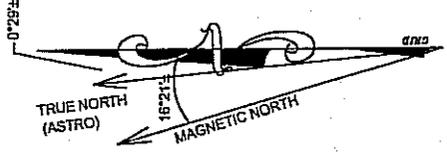
**THENCE;** South 53° 42' 36" West, a distance of 111.59 feet to a point;

**THENCE;** South 62° 34' 11" West, a distance of 81.73 feet to a point on the northeasterly sideline of the 10,000 square foot lease area herein described.

The area of the Easement strip is 10,020 square feet, more or less.

The bounds of the Easement Strip are intended to extend from the southerly sideline of Huntoon Hill Road to the northeasterly sideline of the 10,000 square foot lease area herein described.

Bearings refer to the Maine State Plane Coordinate System, Maine East Zone (1802), NAD83.



TAX MAP R-5, LOT 20  
 NOW OR FORMERLY  
 TOWN OF WISCASSET  
 (SEE AFFIDAVIT OF OWNERSHIP  
 PROVIDED BY THE TOWN OF WISCASSET)

**"EXHIBIT B"**  
**SURVEY EXHIBIT**  
 OF  
**WISCASSET PUBLIC SAFETY RADIO FACILITY SITE**  
**HUNTOON HILL ROAD, TOWN OF WISCASSET**  
**LINCOLN COUNTY, STATE OF MAINE**

PROPOSED TOWER LOCATION  
 GRID N:438257.399  
 GRID E:3083652.990 LATITUDE:  
 44°02'04.665" LONGITUDE:  
 -69°40'08.046" GROUND  
 ELEVATION 223.8'

TAX MAP R-5, LOT 31  
 NOW OR FORMERLY  
 F. JASON MORRIS  
 (BOOK 3345, PAGE 171)

- LEGEND:**
- PIN FOUND
  - APPROXIMATE PROPERTY LINE
  - - - EXISTING EDGE OF GRAVEL/ACCESS
  - - - EXISTING EDGE OF PAVEMENT
  - - - EXISTING 2 FOOT CONTOUR
  - - - EXISTING 10 FOOT CONTOUR

20' WIDE ACCESS EASEMENT	
LINE	LENGTH
L1	39.79
L2	33.46
L3	76.11
L4	125.59
L5	33.10
L6	111.59
L7	81.73

UTILITY EASEMENT NOTE:  
 THERE WILL BE A 14' WIDE  
 UTILITY EASEMENT  
 BENEFITING THE LEASE  
 PREMISES, LOCATION TO BE  
 DETERMINED BY UTILITY  
 PROVIDER.



BY: JAT	DWG: 1 OF 1
DATE: 1/12/2011	JN: 6040
REV:	SCALE: 1"=120'
REV DATE:	

**WISCASSET PUBLIC SAFETY RADIO FACILITY SITE**  
**HUNTOON HILL ROAD, WISCASSET, LINCOLN COUNTY, MAINE**  
**SURVEY EXHIBIT**

**EXHIBIT C**

**MEMORANDUM OF LEASE**

**HUNTOON HILL COMMUNICATIONS TOWER SITE  
TOWN OF WISCASSET, LINCOLN COUNTY, MAINE**

**LESSOR:** Town of Wiscasset with a mailing address of 51 Bath Road, Wiscasset, Maine,  
04578

**LESSEE:** STATE OF MAINE, Department of Administrative and Financial Services,  
Bureau of General Services on behalf of Office of Information Technology

**DESCRIPTION OF LEASED PREMISES:**

(a) A parcel of land located on Huntoon Hill in the Town of Wiscasset, Lincoln County, State of Maine and more particularly described in Exhibit A and A1 and shown on Exhibit B (the "Leased Premises");

(b) TOGETHER with the non-exclusive right of way, irrevocable during the term and any extensions or renewals of the term of this Lease, and appurtenant to the Leased Premises, for ingress and egress to the Leased Premises by Lessee, its successors, assigns, and licensees 7 days a week, 24 hours a day and for utility services to serve the Leased Premises, and more particularly described in Exhibit A and A1 and shown on Exhibit B, attached hereto. This right of way is limited to those purposes as set forth herein and not for public use, are a part of this Lease, and cannot be transferred otherwise than as an appurtenance to the Leased Premises.

**PROPERTY OF LESSEE TO REMAIN PERSONAL PROPERTY:** Any communications equipment, tower, buildings, wires, cables, conduits, or pipes, and all associated equipment erected or installed by Lessee its employees, agents, assignees and licensees, for the use of Lessee, its employees, agents, assignees and licensees, will remain the property of Lessee or its assignees or licensees, and Lessor waives any lien or ownership rights it may have, or claim to have, concerning such communications equipment, tower, buildings, wires, cables, conduits, or pipes, and all associated equipment.

**REMOVAL UPON TERMINATION:** Upon termination of this Lease or any extension or renewal of the term of this Lease, Lessee will, within 180 days, remove any building(s), antenna structure(s) (except footings or foundations), fixtures, utilities, and all personal property. All of the equipment, fixtures, and personal property of Lessee or its assignees or licensees will remain the personal property of Lessee or its assignees or licensees and Lessee or its assignees or licensees shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law.

TERM OF LEASE: The term of this Lease is 40 years, commencing at 12:01 a.m., on March 1, 2011 (the "Commencement Date"), and ending at 11:59 p.m., on February 28, 2051.

THIS MEMORANDUM OF LEASE is intended only to make a public record of the Lease by means of excerpts of certain provisions of the Lease, and nothing herein shall be construed to alter any term or provision of the Lease.

DATE OF LEASE: March 1, 2011

LESSOR

Town of Wiscasset

\_\_\_\_\_  
Laurie Smith – Town Manager

STATE OF MAINE

\_\_\_\_\_, ss \_\_\_\_\_, 2011

Personally appeared the above-named

\_\_\_\_\_  
and acknowledged the foregoing instrument to be her/his free act and deed.

Before me,

\_\_\_\_\_  
Notary Public/Attorney at Law

Print Name: \_\_\_\_\_

My Commission Expires:

Seal

LESSEE

State of Maine, Department of  
Administrative and Financial Services,  
Bureau of General Services  
on behalf of Office of Information  
Technology

By:

\_\_\_\_\_  
\_\_\_\_\_  
Its Director

STATE OF MAINE

\_\_\_\_\_, ss. \_\_\_\_\_, 2011

Personally appeared the above-named \_\_\_\_\_, Director of the State of Maine, Department of Administrative and Financial Services, Bureau of General Services as aforesaid and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the State of Maine, Department of Administrative and Financial Services, Bureau of General Services on behalf of Office of Information Technology.

Before me,

\_\_\_\_\_  
Notary Public/Attorney at Law

Print Name: \_\_\_\_\_

My Commission Expires:

Seal

**WISCASSET TOWN WARRANT  
STATE OF MAINE**

To John Allen, resident of the Town of Wiscasset in the County of Lincoln.

**GREETINGS:**

In the name of the State of Maine, you are hereby required to notify and warn the inhabitants of the Town of Wiscasset, in said County and State, qualified by law, to vote in Town affairs to meet at the Wiscasset Community Center on Tuesday, March 1, 2011 from 12:00 PM until 8:00 PM, then and there to act on the following articles:

**NAMELY:**

Article 1. To elect a moderator to preside at said meeting.

And to vote by secret ballot on the following articles:

Article 2. Shall the Town vote to authorize the Wiscasset Board of Selectmen to enter into a lease with the State of Maine for a public safety tower site on Huntoon Hill?

The lease area will be 100 x 100 feet and will include an equipment building and tower site. Lease payments will be \$4,800 annually with a 2% escalator each year. The length of the lease will be 40 years.

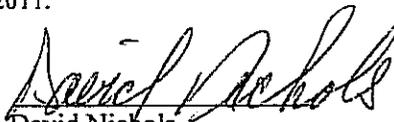
Board of Selectmen-- Favor: 5 Oppose: 0

Article 3. Non Binding Survey Question:  
Do you favor the continued use of the term "Redskins" as the Wiscasset High School Mascot?

And you are directed to serve this warrant by posting a copy thereof, attested by you, in a public and conspicuous place in said town, seven days, at least, before the time of holding said meeting.

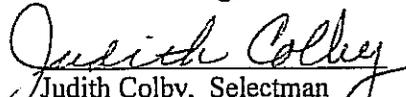
Hereof, fail not, and due return make of this warrant to the Selectmen or Town Clerk, with your doings thereon, on or before the time of holding said meeting.

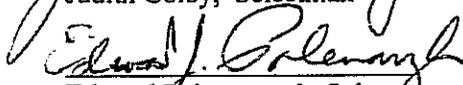
Given under our hands this 25th day of January 2011.

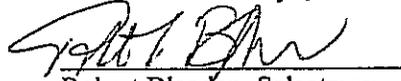
  
David Nichols

Chairman, Board of Selectman

  
Pamela Dunning, Selectman

  
Judith Colby, Selectman

  
Edward Polewarczyk, Selectman

  
Robert Blagden, Selectman

Attest: \_\_\_\_\_

Time of Posting: \_\_\_\_\_

Posted: U. S. Post Office  
Ames True Value  
Wiscasset Community Center  
Wiscasset Town Office  
Wiscasset Library

March 1, 2011  
Special Town Meeting (Election)  
Ballot Clerk List

BALLOT CLERKS NEEDING APPOINTMENTS FOR 3/1/2011 MUNICIPAL ELECTION:

D- PATRICIA BRIDGHAM AND CRYSTAL ESTES-ALMASI

R- KERRY LEEMAN AND ZOE BIGLEY

BOARD OF SELECTMEN:

---

DAVID NICHOLS-CHAIRMAN

---

PAMELA DUNNING

---

ROBERT BLAGDEN

---

JUDITH COLBY

---

EDWARD POLEWARCZYK

Dated: \_\_\_\_\_

**Town of Wiscasset  
Main Street Pier Policy  
Amended February 7<sup>th</sup>, 2011**

Purpose: The purpose of this policy statement and regulations is to assure the continued growth of needed commerce in our village waterfront area while maintaining the future use of public spaces and infrastructure. The objective is to balance the needs of the general public with the opportunity to supply shopping, dining, and recreational amenities to residents and visitors alike. Any activities at the pier should represent the character of the traditional village and waterfront for which Wiscasset is known.

1. At all times the Town of Wiscasset through its Town Manager will retain total rights and control of all activities at the pier. The Town may cancel permits or activities that it deems are not in compliance with the rules and regulations of the pier or that may be detrimental to the character and reputation of the Town.
2. Businesses may apply for permits on February 1<sup>st</sup> of each year. After review the Town will notify each applicant as to whether a permit will be granted for their businesses approximately 30 days from the date of application. All applications must be completed in full with all corresponding documentation prior to the review process. Permits will be issued on a seniority basis, allowing one permitted space for each vendor that occupied the pier during the previous season.
  - a. Seasonal permits will be approved for the period of Memorial Day Weekend through Columbus Day Weekend. There will be a two week period prior to and after these dates for the purposes of set up and takedown of business structures. Business property in violation of this section will be removed at the owner's expense. Opening and closing dates may lengthen depending on weather and maintenance issues.
  - b. Seasonal permits once approved shall be paid in advance by May 1<sup>st</sup>. The permit fee will be \$850 for each 30x34 square foot space and \$500 for each 10x20 square foot space.
  - c. Day use permits once approved shall be paid at least 7 days in advance, unless otherwise authorized. The daily fee is \$25 for each 10x10 square foot space.
3. Buildings, shelters or vendor stalls shall be affixed to the pier for high wind protection. All vendor spaces shall be temporary in nature. All structures shall be no taller than 10 feet and their longest dimension will not exceed 20 feet. There shall be no drilling, sawing, or altering of the pier in any way. The pier will be left in the same condition when the vendor leaves as when the vendor arrived.
4. Accessory furniture may be permitted, so long as such furniture does not interfere in the use of the pier by other businesses. The furniture shall be accessory in nature with minimal impact on the pier operation. Approval of such accessory furniture must be specifically requested on the permit application.
5. In order to create a center of activity at the waterfront all vendors will maintain standard business operating hours. Vendors will be manned and operational at least 6 hours each weekend day prior to July 4<sup>th</sup> and after Labor Day.
6. All vendors, their property, and employees shall hold themselves to a code of conduct and dress in accordance with the character and reputation of the traditional village waterfront of Wiscasset.

7. All applicants must show proof of adequate liability insurance and shall name the Town as second insured.
8. In order to accommodate visitors to the pier vendors are required to find legal parking for any vehicles for themselves, the business, or employees and shall not park in adjacent areas to the pier.
9. Violations of these policies may result in the immediate cancellation of the permit and impact any future approvals of permits. The Town Manager shall have the ultimate authority to determine if vendors are in compliance with policy. Vendors who are deemed to be in violation of any section of this policy may be removed by the Town at the owner's expense.
10. Vendors will be required to remove all property from the Pier in an emergency situation.

# CURRENT

## Town of Wiscasset Policies for Use of the Main Street Pier

1. There shall be a maximum of five permits at any one time for seasonal businesses on the Main Street Pier. No single business may hold more than one permit.
2. Seasonal businesses must sell food, arts and crafts, or be marine-related.
3. Seasonal businesses must locate at one of five specified locations (see diagram), and may not change locations without the approval of the selectmen.
4. The season will extend from June 1 through October 31. No shelters, equipment or any other property belonging to seasonal businesses may remain on the Main Street Pier before or after those dates, or more than fourteen days before the business opens for the season, or more than fourteen days after it closes for the season. Business property in violation of this section will be removed at the owner's expense.
5. All buildings, shelters, or vendor stalls shall be temporary. They must be less than ten feet in height. Their longest dimension may not exceed 20 feet. They must not be attached in any way to the Main Street Pier. They must be capable of being moved onto and off of the Main Street Pier without vehicular assistance at one days notice. There is a limit of one such building, shelter or vendor stall per business.
6. Accessory furniture, such as chairs or picnic tables, may be permitted, so long as such furniture does not interfere in the use of the pier by other visitors or businesses. Approval of such accessory furniture must be specifically requested on the permit application.
7. No motorized vehicles will be allowed on the Main Street Pier without the prior approval of the selectmen, and then only on the reinforced area of the pier.
8. Vendors must show proof of adequate liability insurance.
9. All seasonal permits shall be issued at a flat fee of \$400 and are not refundable.
10. Day use permits may be issued by the selectmen at their discretion. The day use permit fee shall be \$25 per day for up to 400 square feet. Day use permit holders must set up at a vacant seasonal permit location or elsewhere as directed by the selectmen.
11. The Waterfront Committee shall review all applications for vendor permits for the Main Street Pier and make a recommendation to the Board of Selectmen.
12. Off-season permits may be issued at the discretion of the selectmen for specified limited periods.
13. Variances to these policies may be granted at the discretion of the selectmen.
14. Violation of these policies may result in cancellation of the permit.
15. These policies may be nullified by future waterfront development initiatives involving the Main Street Pier.

2011  
Selectmen's Appointments

11B.

<b>Airport Comm by Ordinance - 5 Wiscasset Citizens-3 year appt.</b>				
Airport Committee	Williams	Stephen	1/20/2009	6/30/2011
Airport Committee	Brackett	Pam	7/1/2009	6/30/2011
Airport Committee	vacant			
<b>Appeals Board by Ordinance - 5 members &amp; 2 alternates( all residents-3 year terms)</b>				
Appeals Board, Chair	Blagden	Susan	9/1/2008	06/30/2011
<b>Appearance of the Town - Volunteers for a 1 year term</b>				
Appearance	vacant			
Appearance-Chair	Gordon	Norma	7/6/2010	6/30/2011
Appearance	Hersom	Vickie L.	7/6/2010	6/30/2011
Appearance	Pontau	Richelle L.	7/6/2010	6/30/2011
Appearance	Jones	Donald	7/6/2010	6/30/2011
<b>DUE MARCH</b>	<b>Building Inspector</b>			
Building Inspector	Lang	Richard	7/6/2010	3/31/2011
Deputy Building Inspector	Hinderliter	Jeffrey	7/6/2010	6/30/2011
Deputy Building Inspector	Engert	Bruce	1/14/2011	3/31/2011
<b>Conservation Commission - Five Members</b>				
Conservation Commission	Sortwell	Dan	6/24/2008	6/30/2011
Conservation Commission	Leslie	Anne	6/24/2008	6/30/2011
<b>Energy commission</b>				
	appointed, staggered 3 year terms			
1				
2				
3				
4				
5				
Fire Chief	Bickford, Jr.	Robert	6/15/2010	6/30/2011
<b>Ordinance Review Comm - Three Year Staggered Term</b>				
Ordinance Review Committee	Schilke	Conrad P.	8/11/2008	6/30/2011
Ordinance Review Committee	Barnes	Pat	8/11/2008	6/30/2011

<b>Planning Board by Ordinance - Nine members 3 year term with a limit on one non-resident</b>					
Planning Board - Chair	House	Stephen	8/11/2008	6/30/11	
Planning Board	Morse	Lester	8/11/2008	6/30/11	
Planning Board	Pooler	Debra	12/29/2009	6/30/11	
<b>Shellfish Conservation Comm by Ordinance - Seven members for three year terms</b>					
Shellfish	Dickson	Paul		6/30/2011	
Shellfish	Forrest	Richard C.		6/30/2011	
Shellfish	James	Donald R.		6/30/2011	
Shellfish	James	Timothy F.		6/30/2011	
Shellfish	Dalton	Peter		6/30/2011	
Shellfish	Fairfield	Peter (PJ)		6/30/2011	
Shellfish	Collamore	Rex		6/30/2011	
<b>Transportation Comm - Volunteers</b>					
Transportation - Chair	Jones	Donald L.	7/6/2010	6/30/2011	
Transportation - Secretary	Kwantz	Lois A.	7/6/2010	6/30/2011	
Transportation	Leslie	Seaver	7/6/2010	6/30/2011	
Transportation	Fischer	Cynthia	7/6/2010	6/30/2011	
Transportation	Rafter	Sean	7/6/2010	6/30/2011	
<b>Waterfront Comm by Ordinance - Five members appointed for three year terms</b>					
Waterfront Committee	Bianco	Megan	5/18/2010	6/30/2011	
Waterfront Committee	Collamore	Cynthia	4/1/2008	6/30/2011	
<b><sup>DONE</sup> 250th Anniversary Committee (Possibly change to 4<sup>th</sup> of July Comm.)</b>					
Lisa Garman			6/1/2010	6/30/2011	
Rebekah Applin			6/1/2010	6/30/2011	
Judy Flanagan			6/1/2010	6/30/2011	
Mary Ellen Barnes			6/1/2010	6/30/2011	
Jay Robbins			6/1/2010	6/30/2011	
Dan Sortwell			6/1/2010	6/30/2011	

## **Committee Selection Policy**

**2/10/11**

### SITUATION

June 2011

- 41 committee positions become open
- 29 positions are currently filled
- 6 positions will either be changed or eliminated
- 6 positions are currently vacant

### DISCUSSION

Initiate consideration

Board of Selectmen Action

What action should be taken relative the Committee openings?

Current members

Determine desire to continue?

Evaluate current member performance/contribution?

Solicit new members

Recruiting?

Complete Application Form?

Interview applicants (public/private)?

Should the Board establish a Committee Selection Policy?

Need for policy?

Content?

### ACTION

Add to agenda for 3/1/11

Draft 04/30/2007.  
Town of Brunswick  
Town Council  
Town Boards, Commissions, and Committees Policy

Purpose:

To establish a policy for appointments to the Town of Brunswick Boards, Commissions, and Committees.

Procedure:

1. Each year, the Town Council will establish an Appointments Subcommittee.
  - a. The Committee will consist of three (3) members of the Town Council.
  - b. The members will be appointed by the Council Chair, subject to majority Council approval, for a one (1) year term. The Subcommittee will select a chair.
  - c. The Appointments Subcommittee will meet monthly, or as necessary. At their first meeting, the Subcommittee will set the schedule for the year and provide it to the Town Clerk.
  - d. An appointment to the Appointments Subcommittee may not extend more than two (2) consecutive full-terms. A full-term is considered to be a term lasting one full Council year; an appointment to the Committee in mid-year, to fill a vacancy, is not a full-term.
  - e. In the event of a Subcommittee member not being able to attend meetings on a temporary basis, the Subcommittee Chair will request that the Council Chair appoint a temporary replacement. In the event a member is unable to attend a single meeting, the Committee Chair may invite another Councilor to replace the member who is unable to attend.
2. An Application of Appointment will be prepared, including a section asking for the applicant's reason for applying for the position.
3. The Town Clerk will provide an informational packet, if requested, when an application is filed. The packet will include a summary of the respective board's duties, a list of current members, and the name of the respective board's chair, and copy of the Town Boards, Commissions, and Committees Policy.
4. Two (2) months prior to the expiration of a term, a letter will be sent to the incumbent, asking if he/she desires to be considered for reappointment. The Town Clerk will notify the respective committee staff person of said up-coming vacancy at the time the letter is mailed. The staff person will provide that information to the Board/Committee chair.
5. Two (2) months prior to the expiration of a term, the position will be advertised. The upcoming vacancies will be advertised twice, once per month, prior to unless the Council deems it necessary to shorten the application process due to an urgency to fill a vacancy or committee membership. The normal advertisement procedure will be as an advertisement in the Times Record. Vacancies may also be posted on the Town Web Page and Cable TV 3. Vacancies will continue to be advertised until filled.
6. A list of upcoming vacancies will also be provided to all Councilors at the time the positions are advertised.

DRAFT

7. All applicants, including the incumbent
  - a. Will be required to fill out the current "Application for Appointment to "Board/Committee/Commission Form."
  - b. May submit a cover letter and/or resume with the application. The cover letter may include information about what the applicant hopes to accomplish or could include information on the applicant's relevant training and experience.
  - c. The applicant must attend an interview unless other arrangements are made with the Subcommittee. A telephone interview is acceptable upon the approval of the Subcommittee Chair.
8. The deadline for applications to be interviewed will be at 4:30 p.m. two business days prior to the Appointments Subcommittee's meeting. This deadline is for a set interview date only and does not preclude the Appointments Subcommittee from accepting additional applications for future interviews if no appointments are made.
9. The Appointments Subcommittee, through the Town Clerk, will schedule brief interviews with each applicant to determine interest, qualifications, and ensure no conflict of interest exists. At the request of the Subcommittee Chair, the Town Clerk or designee will record answers to questions to be provided to the Appointments Subcommittee to be used to create a Summary Report.
10. The Appointments Subcommittee, or their designee, will prepare a Summary Report to be considered by the full Town Council. The Summary Report will be in writing, with the Subcommittee's recommendation for committee appointments. The Summary Report will be submitted to Town Council members as part of the Council meeting packet for which the appointments will be made. Under circumstances of time or other unknown factors, the Appointments Subcommittee may waive any or all of these procedures and report directly to the full Town Council with all recommendations.
11. The Appointments Subcommittee will report to the full Town Council at the first regular Council meeting of the month, unless otherwise scheduled by the Council Chair.
12. The Appointments Subcommittee will make recommendations for appointments in the form of nominations. The nominations are not limited to the number of vacancies on a given committee/board. The Subcommittee may also choose not to make nominations and request, with the consent of the Town Council, the vacancies be readvertised. This does not preclude another Councilor from making a nomination from the list of interviewed applicants. *A nomination to a board or commission does not require a second. (from the council rules)*
13. The Town Council will vote on nominations in the order made and each Councilor will be allowed the same number of vote(s) as vacancies for each board/committee. *An appointment to a Town board/committee must be by a vote of five (5) or more Town Councilors. (from Council rules)*
14. All applicants, whether appointed or not, will receive an official notification of action, sent out by the Town Clerk, in a timely manner. Personal telephone notification is acceptable.

15. Exception: There will be no Appointments Subcommittee meeting in December since there will be no appointments made in the new calendar year until after the newly appointed Appointments Subcommittee has met.

16. All appointments to Town boards/committees shall be made in accordance with the statutes and the Town Charter. Appointees must residents of the Town, except for the People Plus Board of Trustees, and may not be members of more than one of the following board and commissions

~~People Plus Center~~

Zoning Board of Appeals

Conservation Commission

~~Brunswick Housing Authority~~

Parks and Recreation Commission

Assessment Review Board

Planning Board

Village Review Board

~~Personnel Board~~

~~Sewer District~~

~~Water District~~

Marine Resources Committee

(From Council Rules)

17. Position Vacancy

a. In the event an incumbent member has not reapplied for a position and their term date has expired, the position will be considered vacant after a period of five (5) business days.

i. Exception: In the event a member does not wish to reapply, however wishes to remain a voting member until replaced, said member must advise the respective staff member. The staff member is then to inform the Town Clerk, who will notify the Appointments Subcommittee chair. The term of the member will temporary continue until the Appointments Subcommittee meets and extends the appointment until replaced. Notification of appointment extension will be provided to the Town Clerk and the Council Chair.

18. Conflict of Interest

Appointment: No relative of a Councilor shall be appointed to any position appointed by the Town Council so long as that Councilor continues to serve on the Town Council. If the relative was serving in any such position at the time of that Councilor's election, *the relative may continue to serve until their term expires OR the relative shall not continue to serve on that board/committee.* As used in this section, the term "relative" means a parent, spouse, brother, sister, child, stepchild, stepparent, adopted child, grandparent, mother-in-law, father-in-law, son-in-law or daughter-in-law. ~~MAYBE ONLY APPLY TO THOSE ABOVE~~

While Serving: Conflict of interest for any sitting board/committee member shall follow the same rules as adopted by the Council in their "Rules of Order and Procedure for Brunswick Town Council."

19. Removal From Office:

An official or officials who are alleged to have caused grounds for removal from office are subject to the "Policy For Removal of Officials Appointed to Boards, Commissions, and Committees," approved as part of this policy.

Town of Wiscasset  
 Full-time Non-Union Employees  
 February 15, 2011

11C

Name	Title	Last Increase Date	Change in Probationary Salary	2% Salary Adjustment
Abbott, Roland	EMS Director	07/01/08	1.00	0.30
Garman, Lisa	Executive Asst.	01/02/09	1.00	0.30
Griffin, Greg	Road Commissioner	07/01/08	0.00	0.54
Rines, William	Waste Water Supt.	07/01/08	0.00	0.51
Souza, Todd	Parks & Rec Director	03/01/08	0.00	0.51

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## TOWN OF WISCASSET

### PERSONNEL POLICIES

#### SECTION I. PURPOSE

The Board of Selectmen hereby adopts the following personnel policies which shall apply to Town personnel . These policies, however, shall in no manner alter any written policies or union contracts of any Town Department which written policies have been approved by the Board of Selectmen. Rather, if there is a conflict between a Department's approved written policy and these policies, the Department's approved written policy shall prevail. These rules shall supersede any policy rules made previously by the Board of Selectmen.

The Board of Selectmen may delete, amend, modify or change any or all of the provisions of these pobenefits, which may have accrued hereunder. The provisions set forth are not contractual but are rather the Town's current policies pertaining to its personnel.

Date: January 15, 2011:

Marge L. Kilkelly

#### SECTION II. EQUAL OPPORTUNITY EMPLOYER

The policy of the Town of Wiscasset is to provide equal opportunity to all employees and applicants without regard to religion, age, sex, marital status, race, color, ancestry, national origin, physical or mental handicap, except as a bona fide occupational qualification.

#### SECTION III. CATEGORIES OF EMPLOYEES

The Town shall have the following categories of employees:

A. Full Time. A full time employee works at least 35 hours per week and on a continuing basis (indefinite). He/she is subject to all personnel rules and regulations and receives all benefits and rights as provided by these policies.

B. Regular Part-Time. A regular part-time employee works less than 35 hours per week but on a continuing basis (indefinite). He/she is subject to all personnel rules and regulations. Benefits may be granted by the Board of Selectmen or as outlined within this policy.

C. Temporary Employees. Temporary employees work on a non-permanent basis, usually within a limited time frame. They are not entitled to the benefits provided in Sections VI, VII, IX, X, XII, and XV and may be terminated at any time.

D. Volunteer Employees. Volunteer employees are ambulance attendants and fire fighters who are governed by the rules and regulations of their respective Departments. They are not entitled to benefits provided in Sections VI, VII, IX, X, XII, and XV.

#### SECTION IV. EMPLOYMENT

A. The employment of all personnel shall be the responsibility of the Town Manager

B. All applicants must submit a written application for employment.

C. Regular All regular employees excepting police officers, shall be on probation for the first six months of employment. This probationary period shall be an extension of the selection process. Employees may be discharged at any time during their probationary period without cause and without the right to file a grievance pursuant to SECTION VI. At the end of the probationary period the employee's department head will review the employee's performance and submit a summary of this review to the Town Manager with a recommendation of whether to make the employee a permanent employee, discharge him or her, or extend his or her probationary period. The Town Manager may make the employee a permanent employee, discharge him or her, or extend his or her probationary period.

During the probationary period regular full-time employees will be paid for holidays but shall not be entitled to take vacation time or sick leave. However, vacation time and sick leave shall accrue during the probationary period. D. Full Time Police Officer Employees: The probationary period for full time police officers, the discharge procedures pertaining to them during the probationary period, and the Town Manager's review process, shall be as set out in the Police Department's Rules and Regulations which have been approved by the Board of Selectmen.

During the probationary period the police officer will be paid for holidays but shall not be entitled to take vacation time. Police officers may take sick leave after the first 6 months of employment. Vacation time shall accrue during the probationary period, and sick leave shall accrue during the first six months of employment. If a police officer is on probation for 18 months because of Academy attendance, he/she will get vacation after one year.

F. Temporary Employees: The Town Manager shall determine the hiring procedures for all temporary employees.

G. Promotion: When promotion opportunities arise the Town will provide a notice of opening and necessary qualifications to all town employees. Town employees will be given first consideration during the promotion process

#### **4. Employee Appearance**

We are representatives of the Town and are expected to conduct ourselves professionally and project a positive image. Because of the special nature of government service, we have daily contact with the public. These contacts directly affect the Town's identity and how we are perceived by the public. We are expected to project a positive image to co-workers and the public through our overall appearance and our work performance.

When determining whether or not attire is appropriate, employees should consider:

- What types of job duties we are required to perform;
- Where we are required to carry out our job duties;
- With whom we are interacting when we are required to transact Town business; and
- Personal safety considerations.

The following are minimal guidelines for employee appearance:

1. Uniforms and other apparel, which are required to be worn due to labor contracts and/or safety regulations, are considered acceptable clothing for those particular jobs.
2. Standard work clothes are appropriate for employees who spend virtually all their time out in the field (for example Highway Department, Parks and Recreation and custodial personnel).

Non-uniformed employees who do administrative work are expected to wear clothing generally associated with professional office setting, rather than casual or work clothing.

3. Employees who perform office work and also must work in the field may wear casual attire that will allow them to perform the job safely, minimize destruction of good clothing while still projecting a professional image.
4. Employees are expected to dress in more formal business attire when the situation dictates. These situations may include: meetings with the Board of Selectmen and other community boards, commissions and groups, court appearances, special business or community events and meetings, planned media interviews, etc.

Additionally, employees are expected to come to work in clothing which is neat, clean, in good repair and is free from slogans and symbols which may be offensive to co-workers, general public and others with whom they do business. T-shirts, halter-tops, sweatshirts, shorts, skorts, or jeans are inappropriate office attire.

There will occasionally be exceptions to the above minimal guidelines. For example, if the day is going to be spent cleaning or painting office space, office attire may be more relaxed for that time period in which the work is being done.

## 5. Employee Conduct and Ethics –

**1. General Statement of Ethics** – Work in the public sector can allow employees to be exposed to many areas of ethical judgment. In order for the Town, its employees, and its leadership to maintain a positive relationship with the public they serve, we must all abide by the policies and procedures that will protect the public trust and the trust we place in ourselves and co-workers.

**2. Local Political Activity** – While employed by the Town of Wiscasset, all personnel shall refrain from seeking or accepting nominations or elections to any elective office in the Wiscasset Town government including the School Department, and using their influence in any way for or against any candidate for elective office in Town government.

Town employees shall not work at the polls (unless employed by the Town Clerk's office during elections), circulate petitions or campaign literature, or be in any way involved in the solicitation of endorsements, subscriptions, contributions or political service from any persons for any political purpose pertaining to the government of the Town.

This policy shall not be construed to prevent Town employees from becoming or continuing to be members of any political organization from attending political meetings, from expressing views in political matters, or from voting with complete freedom in any election.

**3. Conflicts of Interest** – Employees must avoid situations where loyalties may be divided between the Town's interests and their own personal and/or financial interests.

- a. Employees will place public interests above individual, group and special interests.
- b. Employees will not have any material financial interests in any private or professional activity which will be in conflict with their job responsibilities.
- c. Employees will not engage in any business activity or professional activity that would appear to be in conflict with job responsibilities or that would

tend to impair independent judgment or action on performance of official duties.

- d. Employees will refrain from using their position for personal gain.
- e. Employees will keep confidential all information not available to all citizens that is acquired by virtue of their positions with the Town.
- f. Employees will not represent private interests which conflicts with Town interests.
- g. Employees shall treat all citizens and others doing business with the Town alike – courteously and with respect. Employees will not grant any citizen any favor, benefit, or special privilege beyond what is provided to all citizens.
- h. Employees shall handle all matters of personnel, including recruitment, selection, or promotion on the basis of qualification, ability and merit.

Employees must disclose to their Department Director or to the Town Manager, the nature and extent of any financial or personal interest in any Town contract, agreement, purchase of goods or services or project.

**2. Conflicts of interest and Employment Positions** – Town employees shall not hold a supervisory position or be senior in the chain-of-command to an individual with whom he or she has a personal relationship or a financial involvement, unless:

- a. The relationship is disclosed by the employee to the Town Manager.
- b. The Town Manager approves a management plan that is designed to prevent favoritism or any other improper influence in connection with the employment relationship and that provides ongoing oversight by a person or persons not subordinate to either individual who have the personal or financial involvement.

For purposes of this section, a personal relationship is defined as any family, affectionate, or social relationship that is characterized by one or more of the following:

- a. Persons who are husband and wife, or parent or child;
- b. Persons who share a physical intimacy with each other;
- c. Persons who acknowledge an ongoing romantic

relationship with each other;

d. Persons who live together in the same residence;

e. Persons who intermingle their financial assets without an accounting of separate ownership interests.

For purposes of this section, financial involvement means any existing (or current efforts toward achieving) ownership or investment interests, contract rights, significant customer relationships or employment relationships of a Town employee.

- 3. Guidelines for accepting Gifts or Gratuities** – Employees will not accept personal gifts, favors, services, money or anything of value from the public which might reasonably tend to influence or be perceived to tend to influence the impartial discharge of duties. Employees will not accept gifts or money for services which they are paid by the Town to perform.

Employees with enforcement/inspection/decision making responsibilities should keep in mind that the donor of gifts, favors and/or services may expect or seek preferential treatment. Favoritism, especially as a result of acceptance of a gift, is prohibited. The policy of gifts and gratuities does not preclude the employee from accepting advertising or promotional items of inconsequential value such as pens, pads of paper, caps, etc.

Any questions relating to this policy on gifts and gratuities or on the acceptance or rejection of specific items under specific circumstances should be directed to the Department Director, Human Resources Director or to the Town Manager.

- 4. Outside Compensation** – Town working hours shall be reserved for the conduct of Town business. Under no circumstances shall an employee conduct private business activities for compensation or profit during his or her Town work hours.

No employee shall, during off-duty hours, be engaged in any employment, activity or enterprise that is incompatible or in conflict with his/her duties, functions, and responsibilities with the Town. No employee shall accept outside employment if said employment will interfere or not permit the employee to meet emergency, special assignment or overtime requirements in conjunction with his/her duties with the Town of Wiscasset.

- 5. Town Property** – All Town-owned equipment, vehicles, tools, materials and supplies are the property of the Town of Wiscasset. The following rules shall govern the personal use by employees of Town owned equipment (other than motor vehicles):

- a. No Town equipment (including computers, laptops and cell phones) or supplies will be used by an employee in the conduct of private business activities for compensation or profit.

- b. No Town equipment will be removed from Town premises where it is normally kept, for an employee's personal use unless such equipment is also available to the general public.
- c. With permission of their supervisor, an employee may use Town equipment such as computers, photocopy machines, occasionally for personal tasks, as long as these tasks are performed on the employee's own time.
- d. Employees are responsible for any damage to Town equipment occurring during personal use thereof.
- e. Employees will reimburse the Town for any supplies consumed in their personal use of Town equipment.
- f. The Town's letterhead will not be used for personal correspondence or in personal business correspondence.
- g. Individual departments may establish stricter rules governing the use of specific types of equipment.

There is a specific policy regarding appropriate use of Town computers, including internet usage. Please refer to Attachment 7 for the complete policy.

- 6. Seat Belt Policy** – All Town of Wiscasset employees must use seat belts while in Town vehicles or equipment, either as an operator or passenger. This policy also applies when an employee is using his or her own personal vehicle for Town business. Employees failing to comply with this safety policy will receive disciplinary action. Employees involved in an accident while on Town business while not wearing a seatbelt will be suspended without pay for one week. The only exception to this policy is in the case when the manufacturer of the equipment does not advise the use or installation of seatbelts.

**7. Workplace Safety and Injury Management** – The Town strives to provide a safe work environment for all employees and the general public conducting business in our various facilities. Supervisors are responsible for ensuring that each worksite is free from recognized job hazards and that each job task is performed in compliance with appropriate safety regulations. Employees are equally responsible for working in a safe manner in accordance to all safety policies and report unsafe conditions to their supervisor.

Despite employee's best efforts in maintaining a safe work environment, workplace injuries may occur. When this happens, employees are required to follow these procedures:

The injured employee must report the injury immediately to his or her direct supervisor who will in turn report the incident to the Office Manager and/or the Human Resources Department. The Department Director or his or her designee will file a "First Report of Injury" within 24 hours with the Human Resources Department, which will be forwarded to the Town's third party administrator for the Town's self-insured Workers' Compensation program. Injured employees needing medical treatment will be treated at the Town's designated occupational health provider (WorkMed Occupational Health Services in Lewiston), or if seriously injured at one of the area hospitals. If the employee is unable to return to work, the employee must provide a physician statement from the Town's provider stating the incapacity and any restrictions.

If the employee is out of work for more than 6 days, the injured employee's department must prepare a wage statement to be forwarded to the Human Resources Department. Medical bills for a covered claim are payable without any waiting period. The Town will pay the waiting period of a compensable claim.

Workers' Compensation does not cover 100% of the employee's base wages. If the employee prefers, the employee may receive his/her normal pay by electing to have the difference between the amount paid by Workers' Compensation and base wages paid from the employee's accrued leave (sick or vacation). Any employee electing to receive his or her regular pay check will have one third of a day deducted from accrued leave for every day out due to the work related injury. Any employee electing to remain on regular payroll will endorse the workers comp checks back to the Town of Wiscasset. Employee electing to receive Workers' Compensation in lieu of base pay will be billed for any normal employee contributions toward benefits.

The employee will have the opportunity to attend Workers' Compensation mediation for any claim which the Town denies compensability.

Employees, out of work more than three consecutive days due to a work related injury, who have filed a claim for Workers' Compensation but whose claim is being contested, will be placed on Family Medical Leave if he or she would otherwise be eligible for such leave. Please refer to the FMLA Policy- Attachment H, at the end of the Employee Handbook.

## SECTION V. COMPENSATION

Each year the Board of Selectmen, with Town approval, will review and may adjust the rate of pay for employees. These rates will then prevail for that year and will not be deviated from unless market conditions or unusual economic circumstances arise within that year.

A travel allowance, in the form of a "per mile" reimbursement, will be paid to any

employee using his or her personal vehicle in the service of the Town. The rate will annually follow IRS standards. .

#### SECTION VI. GRIEVANCE

Should an employee feel aggrieved concerning the interpretation, meaning, or application of any provisions of the Town's personnel rules, regulations and policies or the terms of employment, he/she shall submit the details of such grievance within five (5) working days from the incident, in writing, to his/her Supervisor. The Supervisor shall respond in writing to the employee within five (5) working days. If the employee feels that the action taken by his/her Supervisor is not adequate or is unfair he/she may then appeal the decision, in writing, to the Town Manager thin five (5) working days of receiving the response of the Supervisor.

Within thirty (30) calendar days thereafter, the Town Manager shall meet with the employee for the purpose of discussing the grievance and the Town Manager shall render their final written decision within thirty (30) calendar days after this meeting.

#### SECTION VII. TRAINING

The Board of Selectmen has determined that both the Town and its employees will profit from training opportunities. Therefore it is the Town's policy to encourage training opportunities when they relate directly to the employee's present position. Upon recommendation from an employee's department head and the Town Manager's prior approval, the Town may pay up to 100% of the costs of training tuition, fees, books, supplies and travel allowances. The Town Manager shall determine whether any such payment is made directly to the training institution, or is a reimbursement to the employee, or is a combination of the two. If the Town makes payments directly to the training institution, the employee shall be obligated to reimburse the Town, in full, for its payments if the employee fails the course of training or fails to complete it. The Town Manager shall determine when such repayment shall be due to the Town, and any other conditions under which the employee will be obligated to repay the Town (for example, if the employee fails to work for the Town for a specific period after he or she completes the training) and when such repayment shall be due. If the payment is by way of a reimbursement to the employee, the Town's obligation for such reimbursement shall be conditioned on the employee's successful completion of the course and upon any other conditions, which the Selectmen shall determine. The Town Manager may allow the employee to undertake such training during normal working hours.

## SECTION VIII. WORK WEEK

### 1. Normal Working Hours.

- A. Highway Department - Highway department employees will work a 40-hour week.
  - B. Sewer Treatment Plant - Sewer Treatment Plant employees shall work the hours specified by the Town Manager.
  - C. Police Department - Police Department employees will work a 40- hour week (four ten-hour days).
  - D. Fire Department – The Town Manager may, at his/her discretion, employ any full-time or regular part-time employees s/he deem necessary and within the department’s budget to operate a safe and efficient department. These employees will be members of the department, under the supervision of the Fire Chief, and shall work the hours specified by the Town Manager. All other members of the department are volunteer employees.
  - E. Ambulance Department - The Board of Selectmen may, at their discretion, employ any full-time or regular part-time employees they deem necessary and within the department’s budget to operate a safe and efficient department. These employees will be members of the department, under the supervision of Emergency Medical Services Director , and shall work the hours specified by the Town Manager. All other members of the department are volunteer employees.
  - F. Administration Employees - Administration employees shall work the hours specified by the Town Manager.
  - G. Recreation Department - The Recreation Director and Assistant Director shall work the hours specified by the Town Manager. The Director will determine the necessary hours to operate this department and may employ, with the approval of the Town Manager and within the department's budget, any employees necessary to operate this department; these employees shall work the hours specified by the Director.
  - H. Transfer Station - Transfer Station employees will work a 40-hour week.
  - I. Other Town Employees - The Town Manager shall hire such other Town employees as may be appropriate. These employees shall work the hours specified by the Town Manager .
- ### 2. Overtime.

Full time employees who receive an hourly wage and who are not exempt from the Fair Labor Standards Act shall receive overtime pay after 40 hours of work per week, with the exception of the police officers who will receive overtime after 10-hour days.

3. Attendance.

All Town employees are expected to work the designated normal working hours for his or her department. Any absence will be charged to vacation, sick leave or uncompensated time as determined by the department head.

Employees shall be at their respective places of work at the appointed starting time. It is the responsibility of employees who may be unexpectedly absent from work to see that their immediate Supervisor is advised prior to the start of the shift or if not possible within two (2) hours, if possible, of the beginning of the starting time of his/her workday.

Each full time hourly wage employee is eligible to receive an attendance bonus at the end of each quarter, if he/she has had perfect attendance. In order for an employee to have perfect attendance he/she must not have used any sick time, bereavement leave or leave without pay, and must not have been tardy for work, during the quarter in question. The quarterly compensation rate is determined by at the beginning of each fiscal year. .

SECTION IX. HOLIDAYS AND VACATION

Subject to these rules, the following holidays shall be paid holidays for full time

employees:

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

Unless otherwise regulated by law, for administrative personnel, if one of the above holidays falls on a Sunday, the following Monday is considered the holiday; if on a Saturday, the preceding Friday is considered the holiday. The purpose of this section is to recognize up to 8 hours of holiday day time for each eligible employee. Part – time employees will receive a pro-rated portion of the holiday time in relationship to the average number of hours worked daily. The Board of Selectmen may determine any other holiday by proclamation. All employees must work the last workday before and the first workday

following the holiday to receive holiday pay, unless otherwise approved in advance by his/her department head or by the Town Manager if the employee is the department head.

Transfer Station and Police Department - If you are not scheduled to work on a holiday you are expected to take another day off as a designated holiday. If you are scheduled to work the holiday you will be paid double time and one-half or carry eight hours and take that eight hours at a later date.

All full-time employees will be awarded annual vacation time based on anniversary date of hire, Employees will earn vacation time on a pro-rated monthly basis. :

YEARS OF SERVICE	VACATION TIME
Up to five (5) years of employment	80 hours annually
After five (5) years and up to ten (10) years of employment	120 hours annually
After ten (10) years and up to fifteen (15) years of employment	160 hours annually
After fifteen (15) years and up to twenty (20) years of employment	200 hours annually
After twenty (20) years and up to twenty-five (25) years of employment	240 hours annually

If a holiday falls within a vacation period, the vacation time will be extended by one workday. All vacations will be taken during the time approved by the employee's department head or by the Town Manager if the employee is the department head. Employees are expected to utilize available vacation time during the year in which it was accrued. However, effective January 1, 1999, up to 80 hours of vacation time may be carried over from the anniversary date of one year to the anniversary date of the next year. No vacation time may be taken until all probation time has been completed. (Amended 12/14/98.)

Vacation time can be taken in no less than one hour increments.

#### SECTION X. SICK LEAVE AND ABSENCES

##### 1. Sick Leave

A. Sick leave shall not be considered as an entitlement, which an employee may use at his/her discretion, but shall be allowed for necessity. Sick leave may be used for personal illness or physical incapacity of such a degree as to render the employee unable to perform the duties of his/her position unless the employee is capable of other work in his/her division and assigned to such other work; or for personal medical or dental appointments; or to care for members of his/her immediate family affected by serious illness. Immediate family is defined to mean spouse, parents, children, brothers, sisters, mother-in-law, father-in-law, grandfather, grandmother, and grandchildren. If requested, the employee shall furnish the Town with a certificate from his/her attending physician.

Each full-time employee, hourly as well as salary, will be paid sick leave which will be earned at the rate of one-half (1/2) day (4 hours) for every month of service, accumulating to a maximum of sixty (60) days.

Any unused sick days at the end of a calendar year will be compensated monetarily for one-half (1/2) of the amount of days (up to 24 hours) and the remaining half of the days will be carried forward and accumulated.

B. For the purpose of this section, the first month of an employee's service shall be counted as a full month of service only if employment begins on or before the 15th day of the month.

C. Full-time employees, other than police officers, shall be eligible to use sick leave after six months days of service with the Town.

D. Absences for a part of a day that are chargeable to sick leave shall be charged proportionately in an amount not smaller than one hour.

E. Sick leave usage shall be recorded regularly. The Town Manager shall review all sick leave records periodically and shall investigate any cases, which indicate abuse of the privilege. Abuse of the sick leave privilege shall be cause for discipline.

## 2. Jury Duty Leave

Employees will be excused from work when they are on jury duty. The Town will pay an employee who is called for jury duty his/her regular pay and the employee shall pay over to the Town his/her jury pay.

## 3. Bereavement Leave

The Town Manager shall grant leave for a period of up to four (4) working days, based on the employee's regularly scheduled hours, for the death of the employee's spouse, children, stepchildren or parents.

The Town Manager shall grant up to two (2) working days for the death of the employee's grandparent, brother or sister, parents in law, grandchildren, step-parent, brother or sister in law, son or daughter in law, aunt or uncle, nephew or niece.

Bereavement leave is intended to provide time for the employee to make funeral arrangements and attend the funeral. Employees needing additional time shall make a written request to the Town Manager, who shall have the authority to grant additional time off if the Manager deems the additional time off necessary. (Amended 12/14/98.)

## 4. Leave Without Pay

**1. Family and Medical Leave Policy** -- The Town of Wiscasset will grant unpaid family and medical leave to eligible employees for up to 12 weeks per 12-month period for any one or more of the following reasons:

- The birth of a child or the placement of a child with the employee for adoption or foster care (leave for this reason must be taken within the 12-month period following the child's birth or placement with the employee); or
- In order to care for an immediate family member (spouse, child, parent and for the purposes of FMLA only, domestic partner) of the employee if such immediate family member has a serious health condition; or
- The employee's own serious health condition that makes the employee unable to perform the functions of his/her position.

In order to be eligible, the employee must have worked for the Town of Wiscasset for at least 12 consecutive months and at least 1250 hours prior to taking leave.

Employees may be paid through accrued sick leave, or if exhausted, through accrued compensatory time or accrued vacation leave only if the reason for the leave is a serious health condition of the employee or the employee's immediate family member. Certification of the basis for the leave must be provided 30 days prior to commencement of the leave or as much in advance as practical. Employees taking leave for the birth or adoption of a child will be compensated through vacation pay or will be unpaid. Leave for the birth or adoption of a child will be paid through accrued sick leave only if there is a serious health condition that requires leave as certified by a health care provider.

An employee on family medical leave has certain job protections and may continue to be covered under the Town's group health insurance plan, life insurance plan and disability plan under the same conditions as coverage would be provided if they had been continuously employed during the leave period.

**. Family Military Leave** --The Family Military Law is intended to allow employees time-off to spend with immediate family members who are going to or returning home from a deployment to areas of armed conflict.

**a. Eligibility** -- The Town of Wiscasset will grant eligible employees up to 15 days of unpaid family military leave, upon notice and request per covered deployment. An eligible employee is any employee who has been employed by the Town of Wiscasset for at least 12 months and for at least 1250 hours of employment during the 12 months immediately prior to the leave.

**b. Definition of covered deployment** -- A covered deployment is a deployment of:

- Of a spouse, domestic partner, or parent of an employee;
- Longer than 180 days;
- Into active military or National Guard duty when the duty assignment is in a combat theater or in an area where armed conflict is taking place.

The leave must be used during the 15 days immediately before or immediately following deployment or both.

The Town of Wiscasset will maintain the employee's benefits during the leave and restore the employee's employment (or equivalent) after the leave. The Town of Wiscasset will not discriminate against any employee who uses or seeks to use family military leave.

### **3. Additional Family/Medical Leave for Military Families**

An employee may take 26 weeks of leave to care for a military

family member who is being treated for a serious injury or illness received in the line of duty. An injury or illness is serious if the service member may no longer be able to perform his or her military duties. The employee must meet the same eligibility requirements for time worked as defined in the Family/Medical Leave policy. The employee must be the spouse, child, parent or next of kin (closest blood relative) of the injured service member. Unlike regular FMLA time, this 26 weeks does not renew every year. It may be taken only once. Leave for injured service personnel may be taken on an intermittent basis. Leave will be unpaid unless an employee has accrued sick, vacation and/or compensatory time to cover the leave period.

### **4. Leave for Victims of Domestic Violence –**

In accordance with Maine Law, the Town will grant an employee reasonable and necessary amount of time off from work without pay if he or she is a victim of domestic violence, domestic assault, sexual assault or stalking, and if he/she needs time to:

- Prepare for or attend court hearings;
- Receive medical treatment; or

- Obtain necessary services to remedy a crisis caused by domestic violence, sexual assault or stalking.

The employee must request the leave as soon as circumstances make it clear that time off is necessary. Approval will be dependent upon (a) whether absence will create an undue hardship for the City; (b) whether leave is requested within a reasonable time, and (c) whether the requested leave is impractical, unreasonable, unnecessary given the facts made available to the Town at the time of the request.

If leave is approved, the employee will be required to first use any accrued paid vacation, and if applicable, sick time before taking unpaid leave. The employee will not be discriminated against for taking or asking for leave.

**5. Authorized leave of Absence** – A regular employee may be granted a leave of absence without pay by the Town Manager on recommendation of the Department Director, with such leave not to exceed one year in length. For purposes of this section, an Authorized Leave of Absence shall be defined as any leave without pay of more than two weeks in duration, which is for personal reasons of the employee, and which may not be occasioned by illness, accident, physical or mental incapacity. Examples of leave of absence include pursuing educational or specialized training opportunities, travel, or public service.

The granting of leave shall protect the employee's existing continuous service before the start of the leave of absence, but shall not count as service time. Vacation, sick leave and personal days will not accrue while the employee is on a leave of absence. Neither shall the employee receive regular wages or holiday pay. The employee will pay the full cost of his/her health insurance and other benefits while on leave of absence.

**6. Return to Active Military Leave** – In the event that an employee returns to active military duty, his/her pay from the Town of Wiscasset will cease. The employee's rights for various benefits provided by the Town of Wiscasset will be determined by the benefits provider. Military leave and rights to re-employment after such leave are available to employees in accordance with the Uniformed Services Employment and Re-Employment Rights Act (USERRA) and other applicable federal and state laws. Any employee returning to employment with the Town of Wiscasset within the time frame established by applicable laws will be restored to his/her previous position or a similar one with no loss of seniority or pay and accorded any other benefits provided by applicable law.

**7. Termination from Employment** – Absence from employment in excess of one year for any reason with the exception of enrollment in or return to active military duty shall normally be cause for termination unless the Town Manager or his/her designee extends such period.

A full-time employee may be granted a leave of absence without pay by the Town Manager for a period deemed necessary by the employee for the purpose of the leave, but not in excess of sixty (60) calendar days at the option of the Town Manager. The employee is expected to return to work upon the expiration of a granted leave or to have arranged, before the expiration of leave, with the Town

Manager an extension of the leave. Continued absence without having arranged for an extension of leave will be deemed a resignation from Town employment. Employees may choose to continue insurance benefits for the duration of the leave by assuming the employer's contribution. Vacation and sick leave will not continue to accrue during the leave.

#### SECTION XI. LAYOFFS

Any Town employee may be laid off due to shortage of funds, insufficient work or related reasons, which do not reflect discredit upon the employee. The Town Manager will determine who will be laid off and for what period of time. If the

employee is rehired, he or she will retain all benefits accrued at the time of the layoff. No benefits will accrue during the layoff period. Layoff decisions will be based on the necessary skills needed for the positions remaining and those employees who are most able to assume those duties.

#### SECTION XII. PROBLEMS IN WORK PERFORMANCE/DISMISSAL/SUSPENSION WITHOUT PAY

1. It is the policy of the Town to provide an opportunity for full time and regular part-time employees to correct problems in work performance which do not amount to either cause for dismissal or cause for suspension from work without pay.

If a Supervisor perceives a problem with a full time or regular part-time employee which does not amount to cause for either dismissal or suspension from work without pay, the Supervisors shall:

- A. identify the problem;
- B. inform the employee of the Town's expectations;
- C. inform the employee of the possible consequences if the problem continues without correction; and
- D. give the employee a reasonable opportunity to correct the problem.

Failure of the employee to correct the problem may amount to cause for either dismissal or suspension from work without pay.

2. A full time or regular part-time employee may be dismissed or suspended from work without pay for cause when that employee's conduct adversely affects the performance of his or her duties.

The supervisor of the employee shall provide documentation including;

- A. the basis for the potential disciplinary action;
- B. evidence supporting the Supervisor's position,
- C. the time and the place of the hearing; and
- D. that the employee will have the right to be represented by an attorney at the hearing, and the right to introduce documents and other evidence.

The hearing shall be conducted by the Town Manager. Town Manager will notify the employee of his/her decision and may dismiss the employee if there is cause to do so, suspend the employee without pay for a specified period of time if there is cause to do so, or dismiss the complaint if there is no cause to dismiss the employee or to suspend him or her without pay. The Town Manager may also deem that another type of discipline is warranted instead of dismissal or suspension.

The Town Manager may place the employee on administrative leave, with pay, pending the disciplinary hearing.

### SECTION XIII. RESIGNATION

To resign in good standing, an employee shall, at the minimum, give a written two week notice.

### SECTION XIV. POLICY ON HARASSMENT

It is the policy of the Town that all employees should be able to work in an environment free from all forms of harassment. Harassment, both sexual and verbal, is prohibited. This policy refers not only to Supervisor-subordinate actions but also to actions between co-workers. Sexual harassment includes: unwanted touching or kisses; unwanted requests for dates; requests for sexual favors; or any physical or verbal contact of a sexual nature, including unwelcome sexual jokes or sexually demeaning remarks. This conduct violates this Town's policies when:

- 1) going along with such conduct is openly or implied as a condition of employment;

2) agreeing to or rejecting that behavior is used as a basis for promotions, reassignment or other workplace decisions involving the person who is subject to (or rejects) that behavior; or

3) a person's ability to perform his or her job is interfered with because of what is perceived as a threatening, hostile or intimidating workplace environment.

Such conduct - whether it is committed by co-workers, supervisors, non-employees or others in the workplace - will not be tolerated.

Any worker who feels he or she has been subjected to sexual harassment or other

forms of discrimination should promptly notify his or her workplace Supervisor, or the Town's Chief of Police. You may also contact the Maine Human Rights

Commission, State House Station 51, Augusta, ME 04333 (624-6050). All

investigations will be treated fairly and impartially.

## SECTION XV. BENEFITS

A. Medical/Dental Insurance – Effective September 1, 1999 the town will pay 93.5% of medical coverage for all full-time employees, Road Commissioner, and Treasurer. The employee will pay 6.5% of the coverage cost. Effective December 2000 the town will pay 85% of medical coverage for all full-time employees. All new employees will pay 15% of the coverage cost. The town will also pay 85% of dental coverage for all full-time employees and the new employee will pay 15% of the coverage cost. The Town pays for medical and dental coverage for all full-time employees, elected officials, and their families.

B. Life Insurance - Life insurance for full-time employees is available through Maine Municipal Association. The cost of coverage is paid by the Town and is for an amount equal to the employee's annual salary.

In addition, life insurance is available through Maine State Insurance that the full-time employee may purchase for themselves as well as their families.

C. Income Protection Insurance - Income Protection Insurance is available to all full-time employees, hourly as well as salary, for purchase through Maine Municipal Association. Coverage is based on the percentage of protection desired by the employee and 100% of the payments are made by the employee through payroll deduction.

D. Retirement Plan - Employees and elected officials who qualify under the Town's retirement plan and who have completed one year of employment with the Town may contribute up to fifteen percent (15%) of his/her income and the Town will match six percent (6%). Employees and elected officials may only join the retirement plan on January 1 and July 1 of each year. Changes may be made on a quarterly basis, if desired. See Addendum #A as well as Addendum #B.

E. Safety Equipment - Within one month of becoming employed by the Town, one pair of safety lenses will be provided to those that require eyeglasses and whose duties the Town Manager determine require safety lenses. One hundred dollars (\$100) per year is allowed for steel toe boots for full-time employees in the highway, transfer station and sewer treatment departments and for other full-time employees whose duties the Selectmen determine require steel toe boots.

F. Retirement Health Insurance - When the following conditions are met, the Town will provide health insurance coverage for retired full-time employees and for former elected officials until that employee or former elected official reaches 65 years of age. The coverage will be with the Town carrier. That employee's or former elected official's spouse and dependents may be covered at the expense of the employee or former elected official.

\* The employee or former elected official must have completed twenty (20) years of employment or service with the Town, with at least five (5) years immediately prior to retirement in the case of a retired employee, and with at least five (5) years of service having ended not more than one month prior to applying for this benefit with regard to a former elected official.

\* The employee or former elected official must be at least 55 years of age.

\* Retirement Health Insurance coverage will only be available to those full-time employees or elected officials whose date of hire or election was prior to March 4, 2003. Employees hired or officials elected after March 4, 2003 will not be eligible for this benefit unless the employee is covered by a collective bargaining agreement that offers this benefit.

H. When both husband and wife are employees of the Town of Wiscasset, only one of the two shall be enrolled in the Town's health and dental insurance program. The primary insured shall be the spouse who is covered by a collective bargaining agreement.

(Section F. Amended 12/15/97 and 3/4/03, Section G Amended 3/4/03)

ADDENDUM #A

#### FUTURE CONTRIBUTION

TOWN OF WISCASSET

MONEY PURCHASE PENSION PLAN

DEFERRAL ELECTION CHANGE

Acadia Trust, N.A. Retirement Equity Fund - FUND A

Acadia Trust, N.A. Retirement Short-Term Bond Fund - FUND B

Acadia Trust, N.A. Retirement Small Cap Fund - FUND C

Benchmark Government Select Portfolio (Money Market) - FUND D

Effective \_\_\_\_\_, 20\_\_\_\_ (please indicate January 1, April 1, July 1 or

October 1) or as soon as is administratively possible thereafter, please invest my future contributions as follows:

FUND A \_\_\_\_\_%

FUND B \_\_\_\_\_%

FUND C \_\_\_\_\_%

FUND D \_\_\_\_\_%

CHANGES MUST BE 5 % OR A MULTIPLE THEREOF AND

THE TOTAL MUST EQUAL 100%

Effective \_\_\_\_\_, 20 \_\_\_\_ (please indicate January 1, April 1, July 1 or

October 1) or as soon as, is administratively possible thereafter, please change my extra retirement voluntary contribution to \_\_\_\_\_.

\_\_\_\_\_

Participant's Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Participant's Printed Name

\_\_\_\_\_

Employer's Signature

There is no need to complete this form unless you are making a change.

\*\*\*\*\*

Purchases and sales of units in the collective investment funds are made once a month as of the first business day after receipt of executed form.

\*\*\*\*\*

ADDENDUM #B

EXISTING ACCOUNT BALANCE

TOWN OF WISCASSET

MONEY PURCHASE PENSION PLAN

INVESTMENT ELECTION CHANGE

Acadia Trust, N.A. Retirement Equity Fund - FUND A

Acadia Trust, N.A. Retirement Short-Term Bond Fund - FUND B

Acadia Trust, N.A. Retirement Small Cap Fund - FUND C

Benchmark Government Select Portfolio (Money Market) - FUND D

Effective \_\_\_\_\_, 20\_\_ (please indicate January 1, April 1, July 1 or

October 1) or as soon as is administratively possible thereafter, I wish to have my existing account balance reallocated as follows:

FUND A \_\_\_\_\_%

FUND B \_\_\_\_\_%

FUND C \_\_\_\_\_%

FUND D \_\_\_\_\_%

CHANGES MUST BE 5 % OR A MULTIPLE THEREOF AND

THE TOTAL MUST EQUAL 100%

OR

Transfer \_\_\_\_\_% of my balance in Fund \_\_\_\_\_ to Fund \_\_\_\_\_

Transfer \_\_\_\_\_% of my balance in Fund \_\_\_\_\_ to Fund \_\_\_\_\_

Transfer \_\_\_\_\_% of my balance in Fund \_\_\_\_\_ to Fund \_\_\_\_\_

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Participant's Printed Name

\_\_\_\_\_  
Employer's Signature

There is no need to complete this form unless you are making a change.

\*\*\*\*\*

Purchases and sales of units in the collective investment funds are made once a month as of the first business day after receipt of executed form.

\*\*\*\*\*

(Amended 12/14/98.)

## Selectmen Goals 2011

### Challenges:

The Town of Wiscasset is struggling to maintain needed infrastructure and capital equipment since the valuation of the Town saw a dramatic decrease with the closing of Maine Yankee. Wiscasset is not in the forefront marketing itself as a business friendly community with development incentives. Public involvement has not been optimized and there is voter apathy. Citizens cannot continue to afford higher taxes and revenues have not been maximized. The Town needs to plan its future including transportation and historic preservation improvements in order to keep the community attractive to both visitors and residents.

### Opportunities:

The Town is fortunate to have a historic village which has been preserved through public and private investment. Many people have chosen to retire in Town and are available to serve in a variety of volunteer capacities. Lincoln County Television has allowed the Selectmen to broadcast their meetings to the general public. The Town is situated on the coast with plenty of recreational lands and public trails. Past partnerships with surrounding towns and agencies are a great foundation to build upon future success. The recent development of a chamber of commerce is a new relationship with the local government to develop the Town further.

### Goals:

#### *Financial:*

- Adopt an investment and capital improvement policy to secure the future investment in the Town's infrastructure and capital equipment without drastically impacting the tax rate.
- Pursue operational efficiencies in order to maintain or lower expenses.
- Seek ways to increase alternative revenues to develop sustainable departmental operations.

#### *Economic Development:*

- To be known as a business-friendly community by not only retaining the current businesses by attracting new ones.
- Reduce regulations to allow for business development while retaining character of community.
- Seek businesses that add to the quality of community through newer technologies, the creation of jobs and by developing a diversity of types and sizes of businesses.
- Encourage businesses development in commercial areas along major transportation routes in accordance with the comprehensive plan.

#### *Civic Engagement:*

- Engage the general public through the broadcasting of as many public meetings as possible.

- Seek to involve the youth in the public process in partnership with the High School and using social media.

*Quality of Place:*

- Retain the unique character of Wiscasset from its waterfront and historic village area to its rural landscape.
- Maximize recreational opportunities for citizens and visitors of all ages.
- Support local businesses and residents who keep Wiscasset from becoming a cookie cutter coastal community.

DRF

12 A.

**SNYDER & JUMPER**  
ATTORNEYS AT LAW  
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February 9, 2011

Laurie Smith, Town Manager  
Town of Wiscasset  
51 Bath Road  
Wiscasset, ME 04578

Dear Laurie:

You inquired about the role and responsibility of the Budget Committee.

The Budget Committee's job is completely set out in Article I, Sections 2.7 and 2.8 of the Town's ordinances. Explicitly the Committee is to "determine the adequacy of appropriated funds" and "make its recommendation to the town" with regard to any warrant articles dealing with borrowing, raising, transferring or appropriating funds. Implicitly the Committee should have reasonable access to department heads and/or the Town Manager, and to applicable records, so that it can form an opinion about the adequacy of appropriated funds and make recommendations about money items on warrants. I understand that access to personnel and records is accomplished through the informational budget meetings.

In short, the Budget Committee's authority is extremely limited: it reviews what other people have generated and recommends based upon its reviews. I would note that when the townspeople used to vote at annual town meetings the Budget Committee effectively had a slightly larger role. That is, on any money item a Budget Committee member could explain why the Committee was recommending a smaller amount than was in the warrant article and the townspeople could end up voting for that smaller amount. However, we now vote by secret ballot and the warrant is the Selectmen's document. So the Budget Committee's "for or against" recommendation pertains only to the amount that the Selectmen have inserted in an article. Where the Budget Committee's role is limited to reviewing and recommending, it has no authority to insert a competing article in the warrant with a lesser (or greater) amount than the amount in the Selectmen's article.

If there is anything more about this matter I can address for you, please let me know.

Sincerely,

  
Dennis J. Jumper