

LIQUOR LICENSE-NEW APPLICATION

3

Business requesting new liquor license: Village Lighthouse Lobster Shack.

Code Enforcement Officer:

COPY

Comments: OK

Signed: [Signature] Dated: 3-3-2011

Wiscasset Police:

Comments: All set

Signed: [Signature] Dated: 3/8/11

Planning Department:

Comments: N/A

Signed: _____ Dated: _____

Date application received: 3-1-11

Date advertisement paid: 3-4-11 Date advertisement to run: 3/10/11 (Fax 3/3/11)

Date of required public hearing: 3-15-11

Date public hearing posted: 3-3-11 (@ town office)

License Approved: _____ Dated: _____

Department of Public Safety
Division



Liquor Licensing & Inspection

Promise by any person that he or she can expedite a liquor license through influence should be completely disregarded. To avoid possible financial loss an applicant, or prospective applicant, should consult with the Division before making any substantial investment in an establishment that now is, or may be, attended by a liquor license.

<u>BUREAU USE ONLY</u>	
License No. Assigned:	
Class:	
Deposit Date:	
Amt. Deposited:	

PRESENT LICENSE EXPIRES _____

INDICATE TYPE OF PRIVILEGE: MALT SPIRITUOUS VINOUS

INDICATE TYPE OF LICENSE:

- | | |
|--|---|
| <input checked="" type="checkbox"/> RESTAURANT (Class I,II,III,IV) | <input type="checkbox"/> RESTAURANT/LOUNGE (Class XI) |
| <input type="checkbox"/> HOTEL-OPTINONAL FOOD (Class I-A) | <input type="checkbox"/> HOTEL (Class I,II,III,IV) |
| <input type="checkbox"/> CLASS A LOUNGE (Class X) | <input type="checkbox"/> CLUB-ON PREMISE CATERING (Class I) |
| <input type="checkbox"/> CLUB (Class V) | <input type="checkbox"/> GOLF CLUB (Class I,II,III,IV) |
| <input type="checkbox"/> TAVERN (Class IV) | <input type="checkbox"/> OTHER: _____ |

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

1. APPLICANT(S) --(Sole Proprietor, Corporation, Limited Liability Co., etc.) <i>Judith A. Casella trustee DOB: 08-24-65</i>			2. Business Name (D/B/A) <i>Village Lighthouse Lobster Shack</i>		
<i>Jonathan's Future, LLC</i> DOB:			Location (Street Address) <i>506 Old Bath Rd.</i>		
Address <i>8 Englebrook Rd.</i>			City/Town State Zip Code <i>506 Old Bath Rd.</i>		
City/Town State Zip Code <i>Edgcomb ME 04556</i>			Mailing Address <i>N. Casser, ME 04578</i>		
Telephone Number Fax Number <i>207-882-8156 207-882-7272</i>			Business Telephone Number Fax Number <i>207-882-1212 207-882-7272</i>		
Federal I.D. # <i>27-5231948</i>			Seller Certificate #		

3. If premises are a hotel, indicate number of rooms available for transient guests: _____
4. State amount of gross income from period of last license: ROOMS \$ _____ FOOD \$ *new business* LIQUOR \$ _____
5. Is applicant a corporation, limited liability company or limited partnership? YES NO
LLC

complete Supplementary Questionnaire ,If YES

6. Do you permit dancing or entertainment on the licensed premises? YES NO
7. If manager is to be employed, give name: *Judith A Casella*
8. If business is NEW or under new ownership, indicate starting date: *4/15/11*
Requested inspection date: *ASAP* Business hours: *10:30 am - 9:00 pm*
9. Business records are located at: *on site*
10. Is/are applicants(s) citizens of the United States? YES NO

11. Is/are applicant(s) residents of the State of Maine? YES NO

12. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married: Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
Judith A. Casella (Hodsdon)	08-24-65	Calais, Me.

Residence address on all of the above for previous 5 years (Limit answer to city & state)
8 Englebright Rd, Edgemoor, ME 04556

13. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States? YES NO

Name: _____ Date of Conviction: _____
Offense: _____ Location: _____
Disposition: _____

14. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued? Yes No If Yes, give name: _____

15. Has/have applicant(s) formerly held a Maine liquor license? YES NO (Beer/Wine)

16. Does/do applicant(s) own the premises? Yes No If No give name and address of owner: _____
Lady Macino Trust, Judith A. Casella, trustee (owned by same party)

17. Describe in detail the premises to be licensed: (Supplemental Diagram Required) Lobster Shack
located @ Maine Heritage Villages, 506 Old Bath Rd, Wiscasset, ME building & equipment

18. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services? YES NO Applied for: _____ 50'x100'

19. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? 1 mile Which of the above is nearest? Church

20. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES NO
If YES, give details: _____

The Division of Liquor Licensing & Inspection is hereby authorized to obtain and examine all books, records and tax return pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.

NOTE: "I understand that false statements made on this form are punishable by law. Knowingly supplying false information on this form is a Class D offense under the Criminal Code, punishable by confinement of up to one year or a monetary fine of up to \$2,000 or both."

Dated at: Wiscasset Maine on 3/6, 20 11
Town/City, State Date

Judith A. Casella Please sign in blue ink
Signature of Applicant or Corporate Officer(s) Signature of Applicant or Corporate Officer(s)

NOTICE – SPECIAL ATTENTION

All applications for NEW or RENEWAL liquor licenses must contact their Municipal Officials or the County Commissioners in unincorporated places for approval of their application for liquor licenses prior to submitting them to the bureau.

THIS APPROVAL EXPIRES IN 60 DAYS.**FEE SCHEDULE**

Class I	Spirituos, Vinous and Malt	\$ 900.00
	CLASS I: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers; OTB.	
Class I-A	Spirituos, Vinous and Malt, Optional Food (Hotels Only)	\$1,100.00
	CLASS I-A: Hotels only that do not serve three meals a day.	
Class II	Spirituos Only	\$ 550.00
	CLASS II: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; and Vessels.	
Class III	Vinous Only	\$ 220.00
	CLASS III: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	
Class IV	Malt Liquor Only	\$ 220.00
	CLASS IV: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.	
Class V	Spirituos, Vinous and Malt (Clubs without Catering, Bed & Breakfasts)	\$ 495.00
	CLASS V: Clubs without catering privileges.	
Class X	Spirituos, Vinous and Malt – Class A Lounge	\$2,200.00
	CLASS X: Class A Lounge	
Class XI	Spirituos, Vinous and Malt – Restaurant Lounge	\$1,500.00
	CLASS XI: Restaurant/Lounge; and OTB.	
FILING FEE		\$ 10.00

UNORGANIZED TERRITORIES \$10.00 filing fee shall be paid directly to County Treasurer. All applicants in unorganized territories shall submit along with their application evidence of payment to the County Treasurer.

All fees must accompany application, made payable to: **TREASURER, STATE OF MAINE. – DEPARTMENT OF PUBLIC SAFETY, LIQUOR LICENSING AND INSPECTION DIVISION, 164 STATE HOUSE STATION, AUGUSTA ME 04333-0164.** Payments by check subject to penalty provided by Sec. 3, Title 28A, MRS.

STATE OF MAINE

Dated at: _____, Maine _____ SS

City/Town

(County)

On: _____
Date

The undersigned being: ☐ Municipal Officers ☐ County Commissioners of the
☐ City ☐ Town ☐ Plantation ☐ Unincorporated Place of: _____, Maine

Hereby certify that we have given public notice on this application and held public hearing thereon as required by Section 653 Title 28A, Maine Revised Statutes and herby approve said application.

THIS APPROVAL EXPIRES IN 60 DAYS

NOTICE – SPECIAL ATTENTION

§ 653. Hearings; bureau review; appeal

1. **Hearing.** The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, shall hold a public hearing for the consideration of applications for new on-premise licenses and applications for transfer of location of existing on-premise licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.
 - A. The bureau shall prepare and supply application forms. [1993, c.730, §27(amd).]
 - B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located. [1995, c.140, §4 (amd).]
 - C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premise license, for transfer of the location of an existing on-premise license or for renewal of an on-premise license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premise license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premise license that has been extended pending renewal with 120 days of the filing of the application. [1999, c589, §1 (amd).]
 2. **Findings.** In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:
 - A. Conviction of the applicant of any Class A, Class B or Class c crime: [1987, c45, Pt.A§4 (new).]
 - B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control; [1987, c.45, Pt.A§4(new).]
 - C. Conditions of record such as waste disposal violations, health or safety violation or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner; [1993, c.730, §27 (amd).]
 - D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises; [1989, c.592,§3 (amd).]
 - E. A violation of any provision of this Title; and [1989, c.592, §3 (amd).]
 - F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601. [1989, c.592, §4 (new).]
- [1993, c730, §27 (amd).]
3. **Appeal to bureau.** Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all licensure requirements and findings referred to in subsection 2.
 - A. [1993, c.730, §27 (rp).]
 4. No license to person who moved to obtain a license. (REPEALED)
 5. (TEXT EFFECTIVE 3/15/01) **Appeal to District Court.** Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receUpon resolution of the appeal, if an applicant's license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee.

STATE OF MAINE
Liquor Licensing & Inspection Unit
164 State House Station
Augusta, Maine 04333-0164
Tel: (207) 624-7220 Fax: (207) 287-3424

SUPPLEMENTARY QUESTIONNAIRE FOR CLUB APPLICANTS

1. Exact Club Name: _____

2. Title, name, birth date and telephone number of each principal officer of the club:

Title	Name	Birth Date	Telephone #

3. Date Club was incorporated: _____

4. Purpose of Club: () Social () Recreational () Patriotic () Fraternal

5. Date regular meetings are held: _____

6. Date of election of Club Officers: _____

7. Date elected officers are installed: _____

8. Total Membership: _____ Annual Dues: _____ Payable When: _____

9. Does the Club cater to the public or to groups of non-members on the premises? () YES () NO

10. Excluding salaries, will any person other than the Club, receive any of the financial profits from the sale of liquor?

() YES () NO

11. If a manager or steward is employed, complete the following:

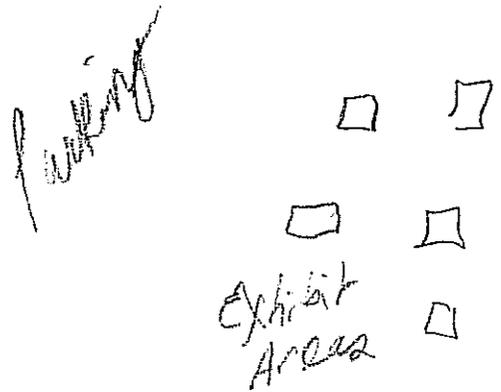
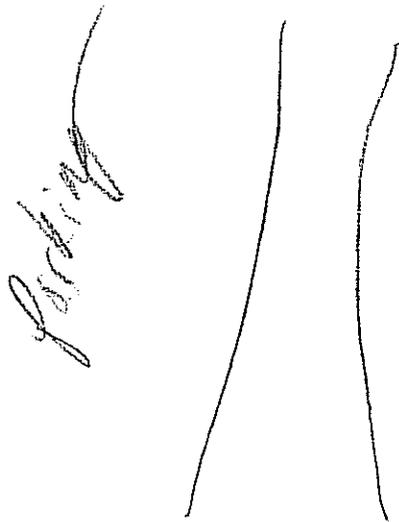
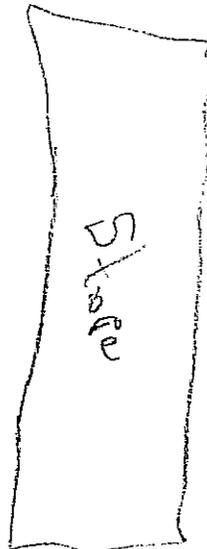
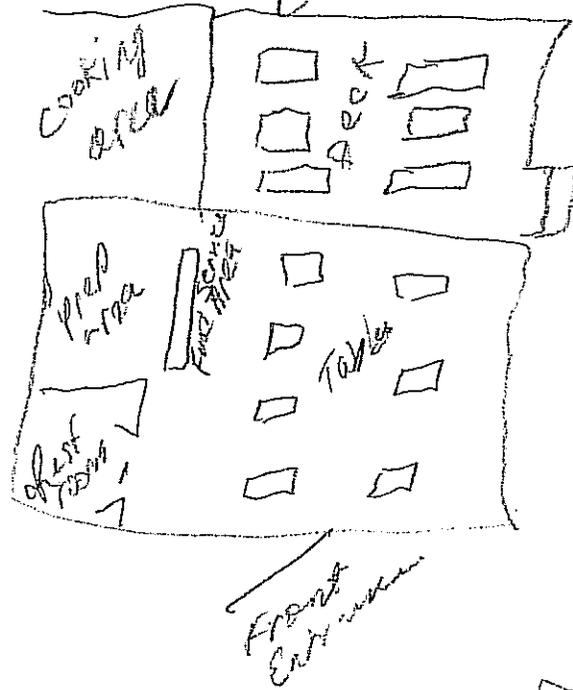
Name: _____ Date of Birth: _____

Signature and Title of Club Officer

Print Name and Title of Club Officer

PREMISE DIAGRAM

Maine Heritage Village LLC



5

WISCASSET BOARD OF SELECTMEN
BOARD OF ASSESSORS AND OVERSEERS OF THE POOR
MARCH 1, 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

Chairman Nichols called the meeting to order at 7 p.m.

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

3. Approval of Treasurer's Warrant: February 22, 2011 and March 1, 2011

Ed Polewarczyk moved to accept the Treasurer's Warrants as presented. Vote 4-1-0 (Blagden opposed)

4. Approval of Minutes: February 15, 2011 and Abatement Meeting Minutes, February 16, 2011

Pam Dunning moved to approve the minutes of February 15, 2011 and Abatement Meeting Minutes of February 16, 2011. Vote 5-0-0.

5. Special Presentations or Awards - None

6. Committee Appointments - None

7. Public Comment

Susan Robson, a member of the Waterfront Committee but speaking as a private citizen, urged the board to explore the Working Waterfront Covenant, as it would be important to Wiscasset's future.

Brian Buck, a member of the Waterfront Committee but speaking as a private citizen, said funding is available to Maine communities if a public access easement in perpetuity is granted to Land for Maine's Future. He asked the board to look at the pros and cons of the deeding the waterfront access in return for funding of \$50,000 to \$75,000 to revitalize the pier. With regard to repairing or replacing the commercial pier, he said that the estimated \$350,000 price was high and he believed it could be done for less.

8. Department Head or Committee Chair Report - None

9. Unfinished Business - None

10. New Business

A. Fiscal Year 2012 General Budget Overview: Laurie Smith

Smith described the contents of the binder for the 2012 budget. The schedule calls for meetings in March so that a draft budget warrant can be prepared in early April. The goal is to have a budget providing quality services at an affordable cost. The adopted selectmen's goals have been integrated into the departments' budgets.

Smith said that 51% of the 2012 expenses are for personnel, 10% for capital and utilities, and 29% for equipment, supplies and material. In a budget overview, Smith reviewed the

individual departments' budgets with proposed changes such as the addition of a police chief, mandatory recycling, and an increase in sewer rates. She listed options for the board's consideration such as eliminating capital projects (savings of \$459,000), eliminating funding community organizations (\$18,000), substituting town meetings for elections (\$8,000), privatizing Emergency Medical Services, substituting sheriff's deputies for police department (saving possibly \$100,000), changing the funding for the rec center, creating a fund-raising position which could generate \$100,000, and instituting a pay as you throw system.

B. Discussion of Senior Center activities and dissolution of Senior Center, Inc.: Conrad Schilke and Todd Souza

Doc Schilke asked the selectmen to help resolve a liability issue for the trustees of the Senior Center of Wiscasset. There are two organizations: Wiscasset Senior Center (WSC), a town department; and Senior Center of Wiscasset (SCW), an independent 501(C) (3) corporation. The SCW was formed to handle revenue from fund-raising and gifts and expense issues such as trips and capital improvements to the center. These expenses and revenues are not included in the Wiscasset departmental budget. However, because of the liability that the trustees would face if a lawsuit were brought against the SCW and because the corporation would not be covered by town insurance, it was decided to dissolve that organization.

Schilke said the Town Manager recommended that the town set up a WSC fund account for short term revenue expenses such as trips; that the town set up a WSC trust account created by an attorney for long term capital improvements to handle money from fundraisers and memorials which would be used only for specified expenditures within the trust; and that the board of selectmen recognize the WSC trustees now and after every June election, giving them official status. There are nine trustees; five (including officers) must be from Wiscasset and four may be from other towns.

Schilke said the WSC's budget for the meal program is \$55,000 per year and WSC is asking for \$10,000 from the town for the 2011-2012 fiscal year. The center serves three meals a week to people 50 and over who are active and seeking social activities. He said 1/4 to 1/3 of those served are not residents. He spoke about menus, meal schedules and future plans for the senior center.

Todd Souza spoke about plans to combine memberships of the community center and the senior center and to offer multigenerational programs such as fitness programs particularly when the community center is less busy during the middle of the day. A survey will be taken to find target areas of interest. For info on the community center or WSC, contact info@wiscassetrec.com.

David Nichols moved that the Board of Selectmen place the appointment of Senior Center Directors on the March 15th Agenda. Vote 5-0-0.

C. Board Rules and Procedures Section 22 Amendment to Appointments to Boards, Committees and Commissions

The proposed changes were discussed and because there was disagreement on the wording and there was no procedure to deal with committee members whom the board did not want to reappoint, **David Nichols moved to postpone the matter to a later date. Vote 5-0-0**

D. Personnel Policy: Laurie Smith

Several minor corrections were made. **David Nichols moved that the Board of Selectmen adopt the Personnel Policy with changes. Vote 5-0-0.**

11. Town Manager's Report

A. General Update

Laurie Smith reported that a meeting had been held with the police union and recommended going into executive session. **David Nichols moved to go into executive session to discuss labor negotiations under 1 M.R.S.A 405 (6) (E). Vote 5-0-0.** The board entered executive session at 8:05 p.m. and exited at 8:30 p.m.

12. Other Board Business

Smith referred to the Land for Maine's Future application process for the waterfront protection project. The bond issue for this funding was passed and applications for funds are due April 1; selection of applicants is scheduled for July 12. She recommended that if the town was interested in seeking funding or purchasing waterfront property with a covenant for future public access, it should submit an application. Under the program, the town would be reimbursed 25% of fair market value for the covenant; there are no restrictions on the use of the money. Questions from the board will be researched. The cost and scope of repair or replacement of the pier was discussed. Smith said a final estimate on building a new pier was expected soon; however, a more accurate cost would be determined by bids. Brian Buck suggested a design/build contest.

13. Adjournment

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

7

Town of Wiscasset
Board/Committee Membership Form

Full Name: Christopher K. Dilts

Mailing Address/Street Address: 33 Washington St

Home Telephone: 882-7102 Work Telephone: 5223127 E-mail: dilts.chris@gmail.com

Occupation: Inn Keeper

I wish to be considered for appointment to the:

Ordinance Review Committee
Name of Board/Committee

Full member:

Alternate member:

Do you currently serve or have you ever served on any Town Board or Committee? No

If yes, please state which Board or Committee with term expiration. _____

List civic organizations to which you belong now: Chamber of Commerce

Prior experience, knowledge, or abilities that you have which would contribute to the activities of the Board or Committee: Starting an inn, building, remodeling

Date: 1/25/11

Signature: 

Additional comments can be made on the reverse side of this form.

Please return to the Selectmen's Office, 51 Bath Road, Wiscasset, ME 04578-4108

For Office Use:

Date received: _____

Date appointed: _____

Term of appointment: term expires 6/30/2013

10

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

TABLE OF CONTENTS

1. Leased Premises
2. Term
3. Rent
4. Holdover
5. Use; Governmental Approvals
6. Interference
7. Maintenance
8. State's Property
9. Termination by State
10. Removal Upon Termination
11. Quiet Enjoyment
12. Responsibility of Parties
13. Additional Covenants of Lessor
14. Non-Appropriations
15. Notices
16. Termination in Event of Material Violation or Default
17. Memorandum of Lease
18. Sale or Transfer of Leased Premises by Lessor
19. Mortgages on Leased Premises
20. Law Governing
21. Severability
22. Interpretation
23. Waiver
24. Totality of Agreement

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 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 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 not more than one (1) tower which shall not exceed 200 feet in height above the surrounding ground level 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 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.

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), the Tower or any other 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(s), the Tower or any other antenna structure(s), 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, excepting septic sludge that the Lessor previously spread on the Leased Premises, including without limitation any underground tanks. Lessor has no knowledge or notice of any hazardous substance, toxic waste (other than septic sludge the Lessor previously spread on the Leased Premises), 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 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.

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, including the failure of the Lessee to pay the full rental amounts when due, 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

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.

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.

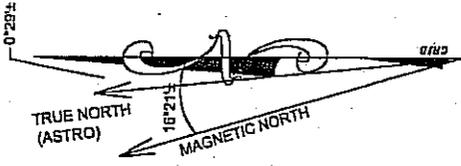
The bounds of the Easement Strip are intended to extend from the southerly sideline of Huntoon Hill Road to the northeasterly sideline of the 10,000 square foot lease area herein described.

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

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	39.78
L2	39.45
L3	76.11
L4	126.59
L5	33.10
L6	111.59
L7	81.73



TAX MAP R-5, LOT 31
 NOW OR FORMERLY
 F. JASON MORRIS
 (BOOK 3346, PAGE 171)

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

PROPOSED TOWER LOCATION
 GRID N438257.399
 GRID E3088662.990 LATITUDE:
 44°02'04.655" LONGITUDE:
 -69°40'08.045" GROUND
 ELEVATION 223.8'

"EXHIBIT B"
SURVEY EXHIBIT

WISCASSET PUBLIC SAFETY RADIO FACILITY SITE
HUNTOON HILL ROAD, TOWN OF WISCASSET
LINCOLN COUNTY, STATE OF MAINE

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

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

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



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 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 to serve the Leased Premises, and more particularly described in Exhibit 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

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;

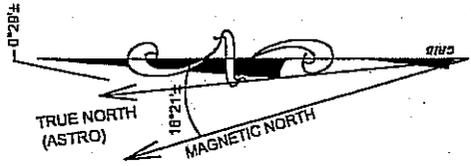
THENCE; South $53^{\circ} 08' 32''$ West, a distance of 100.00 feet to a $\frac{3}{4}$ " capped iron rod to be set;

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.



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

PROPOSED TOWER LOCATION
 GRID N=438257.389
 GRID E=3083652.890 LATITUDE:
 44°02'04.655" LONGITUDE:
 -69°40'08.046" GROUND
 ELEVATION 223.8'

"EXHIBIT B"
 SURVEY EXHIBIT

OF
 WISCASSET PUBLIC SAFETY RADIO FACILITY SITE
 HUNTOON HILL ROAD, TOWN OF WISCASSET
 LINCOLN COUNTY, STATE OF MAINE



DWG: 1 OF 1
 JUN: 6040
 SCALE: 1"=120'

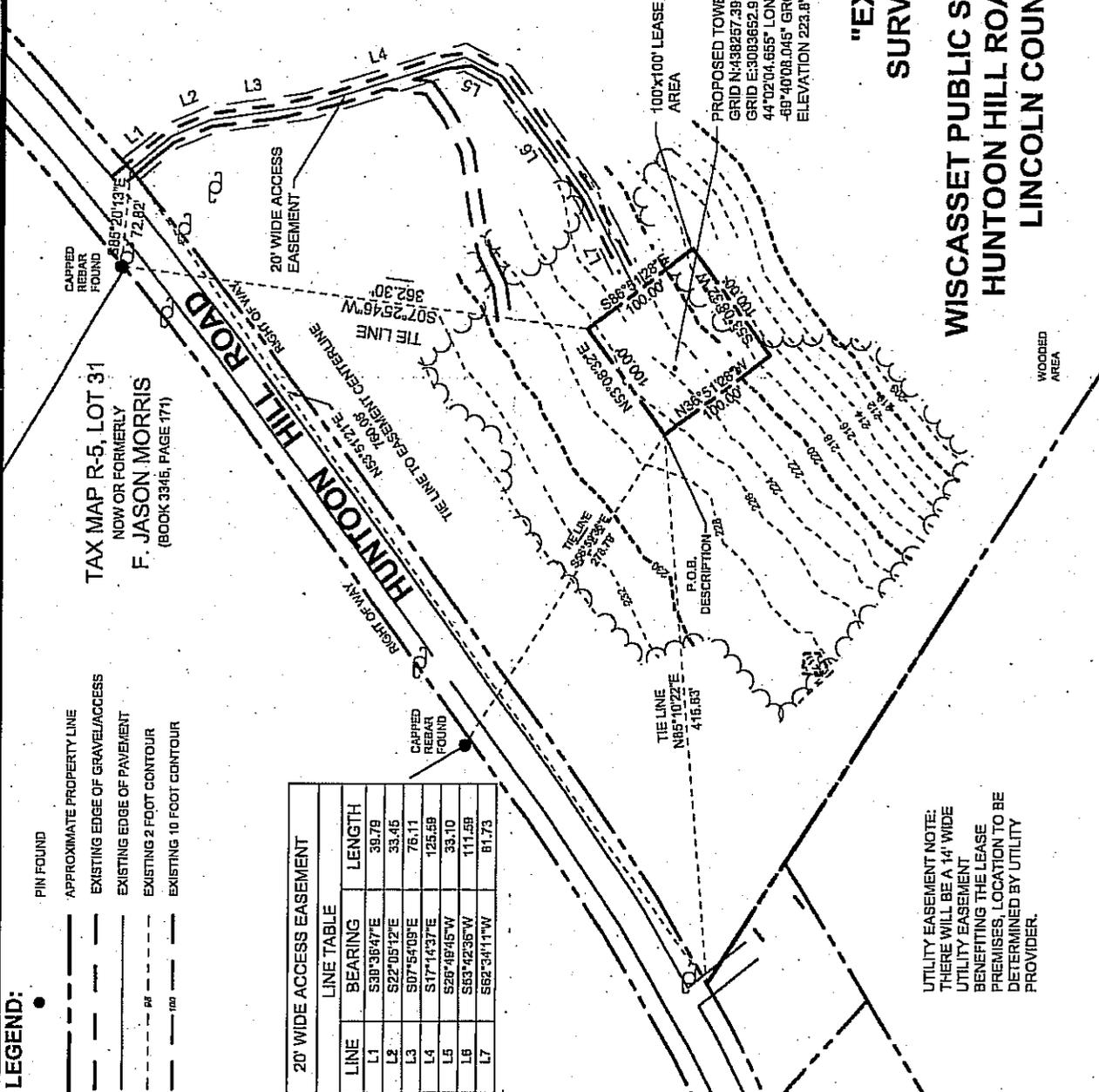
BY: JAT
 DATE: 1/12/2011
 REV:
 REV DATE:

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

- 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	BEARING	LENGTH
L1	S30°38'47"E	39.79
L2	S22°05'12"E	33.46
L3	S07°54'09"E	76.11
L4	S17°14'37"E	125.68
L5	S28°48'45"W	33.10
L6	S53°42'35"W	111.58
L7	S62°34'11"W	81.73



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

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,

WITNESS the following signatures and seals:

LESSOR:

TOWN OF WISCASSET

Laurie Smith Town Manager

LESSEE:

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

11B

Collective Bargaining Agreement

between

TOWN OF WISCASSET

and

WISCASSET POLICE ASSOCIATION

DURATION: July 1, 2009-June 30, 2012

Officer	Hired	Years	Wiscasset	Waldo B. Harbor	Damar.
Simmons	7/25/1999	6.33	\$16.33	\$15.77	\$16.90
Williams	11/2/2002	3	\$15.40	\$15.02	\$15.65
Niedner	6/26/2003	2.5	\$14.93	\$15.02	\$14.49

3% COLA

WISCASSET

Start	1 yr	3 yrs	5 yrs	6 yrs	10 yrs
Current	\$14.31	\$15.40	\$15.87	\$16.33	\$16.48
2.00%	\$14.60	\$15.71	\$16.19	\$16.66	\$16.81
2.50%	\$14.67	\$15.79	\$16.27	\$16.74	\$16.89
3.00%	\$14.74	\$15.86	\$16.35	\$16.82	\$16.97

Adding Steps

Start	1 yr	2 yrs	3 yrs	4 yrs	5 yrs	6 yrs	7 yrs	8 yrs	9 yrs	10 yrs
Current	\$14.31	\$14.93	\$15.17	\$15.40	\$15.64	\$15.87	\$16.07	\$16.31	\$16.56	\$16.81
2.00%	\$14.60	\$15.23	\$15.47	\$15.71	\$15.95	\$16.19	\$16.43	\$16.67	\$16.91	\$17.15
2.50%	\$14.67	\$15.30	\$15.55	\$15.79	\$16.03	\$16.27	\$16.51	\$16.75	\$16.99	\$17.23
3.00%	\$14.74	\$15.38	\$15.63	\$15.86	\$16.11	\$16.35	\$16.59	\$16.83	\$17.07	\$17.31

\$16.48

TABLE OF CONTENTS

SECTION NUMBER	NAME OF SECTION	PAGE NUMBER
	PREAMBLE	3
1	UNION & MANAGEMENT RIGHTS	3
2	DEFINITIONS	5
3	RECRUITMENT, SELECTION AND APPOINTMENT	6
4	PROMOTIONS, DEMOTIONS, RESIGNATIONS & LAYOFFS	6
5	WORK STANDARDS–WORK WEEK–OVERTIME	7
6	LEAVE BENEFITS	8
7	EMPLOYEE BENEFITS	12
8	MISCELLANEOUS PROVISIONS	14
9	CONDUCT OF EMPLOYEES	14
10	DISCIPLINE	16
11	GRIEVANCE PROCEDURE	18
12	RECORDS	19
13	COMPLAINTS	20
14	PERSONAL PROPERTY	21
15	EDUCATIONAL INCENTIVE	21
16	EXTRA DETAILS	21
17	LIE DETECTOR	21
18	WAGES & LONGEVITY PAY	22
19	DURATION	23

PREAMBLE

Pursuant to the provisions of Title 26, Maine Revised Statutes Annotated, Chapter 9A, the Municipal Public Employees Labor Relations Law, this Agreement is entered into by the TOWN OF WISCASSET (hereinafter referred to as the "EMPLOYER" or "BOARD OF SELECTMEN") and the WISCASSET POLICE ASSOCIATION (WISCASSET POLICE DEPARTMENT) (hereinafter referred to as the "UNION") to promote fair and equitable treatment, harmonious relationships, to preserve employee morale, promote effective DEPARTMENT operations and to establish an equitable and peaceful procedure for the resolution of differences.

SECTION 1

UNION & MANAGEMENT RIGHTS

- 1.1 Recognition. The Town recognizes the Wiscasset Police Association as the sole and exclusive bargaining representative for the purposes of negotiations with respect to wages, hours of work, working conditions, and all other terms and conditions of employment for the police officers and sergeants or lieutenants of the Wiscasset Police Department Bargaining Unit and excluding all other employees of the Town of Wiscasset, as listed on the Agreement on Appropriate Bargaining Unit dated April 4, 1997.
- 1.2. Union Rights — The Union agrees to furnish the Employer with the names of the officers of the Union.

The Employer shall establish a seniority list and it shall be brought up to date on the first of January of each year and posted at the Police Department. A copy shall be mailed to the secretary of the Union. Any objection to the seniority list posted shall be reported to the Chief of Police in writing within ten (10) calendar days following the posting of such list, or it shall stand as accepted.

Seniority shall mean an employee's length of continuous service with the Department since the employee's last date of hire.

In the event of a reduction in the work force, seniority shall be the principal factor determining who will be the first to be laid off pursuant to Section 4.5 of this contract and who will be the first rehired. No new employee shall be hired until all employees on layoff have been given an opportunity to return to work pursuant to Section 4.6 of this contract.

The Union may use the present bulletin boards for posting notices to its membership. The Employer agrees that during working hours, on the municipal premises and without loss of pay, Union representatives shall be allowed, within reasonable limits and with the consent of their immediate supervisor, to post Union notices, transmit communications, and consult with the Chief of Police and Union officers concerning the enforcement of any provision of this Agreement.

The Union may use the Town premises for Union meetings with the approval of the Board of Selectmen.

- 1.3. Management Rights — The Town and the Union agree that unless specifically abridged by the provisions of this Agreement, the rights and responsibilities to operate and manage the Town's business and the affairs of the Town, and specifically the Police department, are vested exclusively in the Town. The Town further retains the exclusive right and authority, unless specifically abridged by the provisions of this Agreement, the exclusive right and authority to take any action it deems appropriate in the efficient operation of the Town and in implementation of all administrative policy and in the direction of the work of personnel covered herein in accordance with its judgment and within the provision of the law. Such rights shall include, but shall not be limited to the right to:
 - A. direct and supervise employees,
 - B. appoint employees.
 - C. promote employees,
 - D. maintain the efficiency of Town operations including the right to close any or all facilities for cogent business reasons,
 - E. to determine means, methods, facilities and personnel by which operations are to be continued, and
 - F. take whatever actions, including traditional personnel actions, are necessary to carry out the operating directives of the Town.
- 1.4. Equal Employment Opportunity — Discrimination against any person in recruitment, examination, appointment, training, promotion, retention or any personnel action because of race, national origin, religion, age, sex, marital status, color, or physical or mental handicap (except as any of these factors may be bona fide occupational qualifications) is prohibited. The use of the male or female gender of nouns or pronouns in this agreement is not intended to describe any specific employee or group of employees, but is intended to refer to all employees in job classifications, regardless of sex. This section is intended to be in conformance with the "Nondiscrimination by States and Local Governments Receiving Entitlement Funds" section (subpart E) of the *Federal Register* (Sections 51.50 to 51.55 inclusive).
- 1.5. Separability or Savings — If any provision of this contract shall be contrary to law, such invalidity shall not affect the validity of the remaining provisions.
- 1.6. Non-Provision — Any action or right, not provided for in this contract shall be governed by the Town Personnel Policy in effect at the time of the exercise of that right or action.
- 1.7. Dues Deduction — The Town agrees to deduct Union dues each payday from the pay of those employees who individually request in writing that such deductions be made. The amount to be

deducted shall be certified by the Town and the Treasurer of the Union and the aggregate deductions of all Union employees shall be remitted, together with an itemized statement, to the Treasurer of the Wiscasset Association, on or about the fifteenth (15th) day of the succeeding month after such deductions are made. The Union shall indemnify and save the Town harmless against all claims or suits that may arise by reason of any action taken in making deductions of said dues and remitting the same to the Union pursuant to this Article.

- 1.8. People's Check-off-- The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.
- 1.9. Members of the Union — Any present or future employee who becomes a member of the bargaining unit shall maintain membership in the Union, provided that such employee may resign from the Union during a period of thirty (30) days prior to the expiration of this Agreement. An employee is eligible to be a member of the Union six (6) months after date of hire in accordance with M.R.S.A. 26, Chapter 9A.
- 1.10. Non Members — Any present or future regular employee who is not a Union member and who does not make application for membership in the Union may pay the Union each week, through payroll deduction, a fair share charge of 90% of the regular union dues as a contribution toward the administration of the Agreement and have this fair share charge automatically deducted from their weekly pay. Such employees may also choose to pay the rate charged by the Union on a fee-for-service basis in lieu of dues or fair share charges.

SECTION 2

DEFINITIONS

- 2.1 Regular Full-Time Employee — A regular, full-time position shall be year-round in nature and the incumbent shall be required to work the standard workweek of forty (40) hours or more.
- 2.2 Regular Part-Time Employee — A part-time (reserve) position shall be year-round in nature, and the incumbent shall be required to work a standard Workweek of less than thirty-five (35) hours per week.
- 2.3 Probationary Period — Upon being hired, a Law Enforcement Officer shall complete an employment probationary period that lasts one (1) year after graduation from the Academy, or the date the Board waives the basic training requirement, or after the date of hire if the new employee has already graduated from the Academy. The Town may discharge any said new employee without such discharge being subject to the Grievance and Arbitration Procedures of this Agreement. All other provisions of this Agreement shall be effective upon being hired.

SECTION 3

RECRUITMENT, SELECTION, AND APPOINTMENT OF EMPLOYEES

Recruitment Procedures — When the Employer declares a position open, announcements of such position shall be posted in the police locker room.

All job openings or vacancies shall be posted for five (5) working days.

SECTION 4

PROMOTIONS, DEMOTIONS, RESIGNATIONS AND LAYOFFS

- 4.1 Promotion Policy — The Employer encourages employees to attain greater knowledge of their work and make known their qualification for promotion to more responsible and difficult positions. No Department Head shall deny a qualified employee permission to apply for a promotional opportunity.
- 4.2 Standards for Promotion — The determining factor in the filling of job vacancies within the Police Department shall be job related skills, knowledge, abilities, experience, education, and past performance of duties of the position will be considered. Seniority will be the governing factor in determining the promotion in the case of substantially equally qualified individuals.
- 4.3 Resignation — An employee may resign from Police Department service in “good standing.” “Good standing” shall mean the submittal of a written notice, two weeks in advance of the last day actually worked. The Employer may permit a shorter period of notice if extenuating circumstances exist.
- 4.4 Seniority — Seniority, for the purpose of this Agreement, shall be interpreted to mean the length of continuous service with the Police Department from the date of last hire.
- 4.5 Layoffs — In the event it becomes necessary for the employer to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority by classification. The affected employee shall have the right to bump a less senior employee. All affected employees shall receive thirty (30) days advance notice of layoff and the Employer shall meet with the affected employees prior to the actual occurrence of layoff. Nothing herein shall restrict the option of an employee to accept a layoff in lieu of a reduction in job classification without loss of the employee’s right to be rehired hereunder.
- 4.6 Reinstatement — Employees shall be recalled from layoff according to their seniority. No new employees shall be hired until all employees on layoff status have been afforded recall notices to their last known address by certified mail. A laid-off employee shall retain seniority rights for eighteen (18) months from the date of layoff.

- 4.7 Right to be Rehired — It is understood that layoff under this section shall, in all respects except the right to be rehired under this section, constitute a termination of employment by the Employer. The right to be rehired shall exist for a period of eighteen (18) months from the date of layoff. If a vacancy occurs within eighteen (18) months of an employee's layoff date from that position, said employee shall be offered the position prior to advertising for applicants.

Employees rehired within eighteen (1.8) months from the date of la off shall be restored to service with full seniority rights.

SECTION 5

WORK STANDARDS-WORKWEEK-OVERTIME

- 5.1 Standard Hours — The standard Workweek for full-time employees of the Police Department shall be forty (40) hours as follows:
- A. Patrol and Sergeant and/or Lieutenant — four (4) consecutive days, ten (10) hours per day.
 - B. The patrol schedule shall be set for six (6) months at a time.
 - C. The Police Chief may make changes in the work schedule in an emergency situation with notice to the Union.
 - D. Short term changes in the schedule of a non-emergency nature may be made by the Police Chief, provided the Police Chief posts the schedule change at least ten (10) days in advance of the effective date.
 - E. The Town reserves the right to adjust the work schedule described in Part A within the forty (40) hour average workweek, notice thereof to be posted no less than two (2) weeks prior to the effective date. If the Town elects to modify the schedule, the Union will be notified and provided an opportunity to meet and discuss the proposed change. Should the circumstances change that led to the Town's having to modify the schedule described in Part A, the parties agree to meet and confer about the departmental work schedule.
- 5.2 Overtime — Overtime will be paid in accordance with the Fair Labor Standards Act for hours actually worked AND including holidays, vacation, sick and bereavement leave beyond the standard work period. Overtime will be paid at one and one-half (1 1/2) times the base hourly rate of pay for all the hours beyond the hours worked in a regularly scheduled work day and after forty (40) hours within a work period. The base hourly rate will be computed in accordance with the Fair Labor Standards Act. Employees will be paid for any hours worked over forty (40) hours during any single work period. For the purpose of this section, hours compensated for by paid leave time shall be computed as hours actually worked in the computation of overtime hours. Overtime work must be authorized by the Chief of Police. Work in one twenty-four hour period shall not exceed a sixteen (16) hour limit in any one (1) day.

When an overtime shift is to be filled by a regular officer, the overtime shall be offered by seniority by the wheel-rotational method. If all eligible officers refuse, the most junior officer shall be forced to work the shift or extra hours if there is no reserve officer or spare available.

Once an employee is scheduled to work overtime, the Town may not change such scheduled overtime without the consent of the employee, unless the change is due to an emergency.

Full shifts left vacant due to vacation leave, sick leave, and bereavement leave shall be offered to full-time bargaining unit officers not working contiguous shifts. If none of these officers are available, it may be offered to reserve officers. If the reserve officers are not available to work the shift, then the shift may be split among the full-time bargaining unit officers. Vacant shifts must be offered by the wheel-rotational method. Partial shifts due to vacation leave, sick leave and bereavement leave shall be offered to all full-time bargaining unit officers first by the wheel-rotational method. If no full-time officers take the partial shift, then it may be offered to reserve officers. Vacant shifts due to holiday banked time, Maine Criminal Justice Academy training, other training, and unpaid leaves of absence may be offered to reserves first and then to full-time officers.

- 5.3 Call Back Provision — Full-time employees who are called back to work, or who are scheduled for a special assignment on behalf of the Town, School Department or Water District shall be paid for a minimum of three (3) hours at time and one-half (1/2) the employee's rate of pay: Court time shall be paid at three (3) hours at time and one half. Employees who are scheduled for all other organizations or entities shall be paid a minimum of four (4) hours at thirty-five dollars per hour.

SECTION 6

LEAVE BENEFITS

- 6.1 General Policy — Leave is any authorized absence during regularly scheduled working hours that is approved by prior authority of the Chief of Police. Leave may be authorized with or without pay and shall be granted in accordance with these rules, on the basis of the work requirements of the department and, whenever possible, the personal wishes of the employee. This applies to full-time employees only. All requests for leave shall be approved/disapproved within ten (10) days of submitting the request, with the exception of sick or emergency vacation leave.

6.2 Holiday Leave — The following days shall be recognized and observed as paid holidays:

New Year's Day	Labor Day
Martin Luther King	Columbus Day
Washington's Birthday	Veterans' Day
Patriots' Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Floating Holiday

An employee shall be eligible for holiday pay if the employee is on authorized sick leave or an authorized leave of absence with pay. If a holiday is observed on an employee's scheduled day off or during vacation leave, the employee shall be compensated for eight (8) hours for that holiday.

Any employee who works a holiday shall receive one and one-half(1 1/2) their rate of pay for the hours worked on the holiday and will also receive the eight (8) hour holiday pay. An employee may exercise the option of being paid holiday pay at the end of the year or use the time allotted as time off (banked holiday). The Christmas holiday eight (8) hours may be carried over to the next year and must be taken by March 31. If the holiday is not taken, it will be lost.

6.3 Vacation Leave — The Employer shall grant vacation leave with pay to all full-time employees based on anniversary date of hire, available from anniversary date to anniversary date with pay as per the following schedule:

Years	Hours	Years	Hours
1	80	19	190
2	80	20	200
3	80	21	200
4	80	22	210
5	80	23	220
6	80	24	230
7	90	25	240
8	100	26	240
9	110	27	250
10	120	28	260
11	120	29	270
12	130	30	280
13	140	31	280
14	150	32	290
15	160	33	300
16	160	34	310
17	170	35	320
18	180		

Newly hired employees shall be eligible to take up to forty (40) hours of vacation after the successful completion of the first six months of employment. The remaining forty hours of the first year's vacation may be taken after completion of a year's service.

All vacations will be taken during the time approved by the employee's department head. Seniority shall be the factor affecting vacation preference.

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

Employees may carry over a maximum of eighty (80) hours of vacation leave per year. While vacation leaves are granted with the intent of permitting an employee the opportunity to be away from the job, they must be scheduled so as not to interfere with normal departmental operations and must be approved by the Department Head. The approval/disapproval shall be given in writing not later than ten (10) days after the written request has been submitted. Requests for vacation time should, whenever possible, be made at least two (2) weeks before the requested vacation time. Requests for emergency vacation leave shall be approved/disapproved the day of the request.

Accrued vacation leave shall be paid to employees or to beneficiaries or estates upon the employee's death. Payments will not be made prior to the employee's completing the last day of work.

6.4 Sick Leave

- A. General — The purpose of sick leave is to ease the financial burden of personal illness or injury (not connected to an outside employment activity). An employee may be granted sick leave in the following cases:
- (1) personal illness or physical incapacity of such a degree as to render the employee unable to perform the duties of the assigned position;
 - (2) medical leave consisting of medical or dental appointments;
 - (3) or to care for members of the employee's 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. Absences for a fraction or part of a day that are chargeable to sick leave shall be charged proportionately on an amount on less than one (1) hour.
- B. Accrual Method — Sick leave shall accrue at the rate of eight (8) hours at the regularly scheduled hours for each calendar month of service, accumulative to a maximum of ninety (90) days.
- C. Employee Reporting — An employee shall report sick leave absences to the Chief of Police or his/her designee prior to the start of the employee's regularly scheduled work day

and in no instance later than one (1) hour before the start of the employee's regularly scheduled work day, if possible, Failure to report may be cause for discipline.

D. **Physician's Certificate** — When an employee is absent for more than two (2) consecutive working days due to illness or injury, the Department Head may request the attending physician's statement, paid for by the Employer, to certify the reason for the absence (i.e., the illness or injury).

E. **Accrual of Sick Leave while on Workers' Compensation** — Sick leave may accrue for an employee absent from work collecting Workers' Compensation for an injury or occupational illness directly related to the employee's employment. Employees retiring or leaving employment with the Town with more than ten (10) years of service shall be entitled to monetary payment of one-half (1/2) of their accumulated and unused sick days. The separation must be separation in good standing to be eligible for the sick leave payment.

F. **Accrual quarter, if he/she has had 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 attendance bonus is one hundred (\$100) per quarter.

6.5 **Bereavement Leave** — The Board of Selectmen 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, step-children or parents.

The Board of Selectmen 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-in-law or sister-in-law, son-in-law 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 request to the Board of Selectmen, who shall have the authority to grant additional time off if the Board deems the additional time off necessary.

6.6 **Military Leave** — Within a calendar year, the Employer shall grant any full-time or part-time employee military leave for a period not to exceed seventeen (17) working days per year. Such military leave will be for employee attendance at any military training encampment with the United States Government or subdivision thereof. In instances of mandatory national conscription (irrespective of a formally declared martial state), military leave shall be regarded an indefinite leave of absence. Voluntary enlistment shall result in immediate separation from employment with the Town of Wiscasset.

In instances of mandatory national conscription (irrespective of a formally declared martial state) where an employee shall be ordered to extended duty, he shall retain reemployment rights at the same or comparable position upon release from duty, providing the return to work shall occur within thirty (30) days of termination from military duty.

In the event the time of any such military training is optional, the time shall be granted at the discretion of the Board of Selectmen upon recommendation of the Chief of Police.

To the extent that any section of this Article is in conflict with state or federal law governing rights, benefits and obligations of military personnel, applicable state or federal law will be followed.

- 6.7 Administrative Leave — A full-time employee engaged in professional or technical work shall be granted an administrative leave of absence with full pay for enrollment in a special institute for courses of study of direct benefit to the Employer upon the recommendation of the Chief of Police with approval of the Board of Selectmen.
- 6.8 Leave Scheduling — It shall be the responsibility of the respective Department Head to grant leave. It shall be the responsibility of the employee to provide such notice within a minimum of fifteen (15) days with the exceptions of sick leave, bereavement leave and vacation time.
- 6.9 Family Medical Leave shall be granted in accordance with applicable federal and State laws. Family Medical Leave will be determined on a January 1st cycle.

SECTION 7

EMPLOYEE BENEFITS

- 7.1 Group Health Insurance — Effective June 1, 2003, the Employer will provide Maine Municipal Employee Health plan, a comprehensive group hospital, and surgical and medical dual option plan, for all full-time employees. For employees hired prior to April 1, 2003, the Town will pay ninety-three and one-half percent (93.5%) of the health insurance premium for the single or family level of the Point of Service C Plan. The employee will pay the remaining six and one-half percent (6.5%). Effective July 1, 2011, the Town will pay 91.5% of the health insurance premium for a single or family level of the Point of Service C Plan. The employee will pay the remaining 8.5%. Effective January 1, 2012, the Town will pay 90% of the health insurance premium. The employee will pay the remaining 10%.

For employees hired after April 1, 2003, the Town's contribution will be eighty-five percent (85%) and the employee contribution will be fifteen percent (15%) of the premium.

Employees selecting the Traditional Plan option will be responsible for the additional premium costs associated with that plan.

New employees are eligible to join the plan on the first day of the month after the month in which they were hired or in accordance with the terms of the insurance plan agreed upon by the parties.

- 7.2 Medical/Dental Insurance — For employees hired before July 1, 2000, the Town shall pay for dental insurance coverage for all employees and dependents.

For employees hired after July 1, 2000, the Town will pay eighty-five (85%) of the single or dependent dental premiums, with the employee paying the remaining fifteen percent (15%).

Employees who have comparable group medical coverage can opt out of the Town's coverage and receive a cash payment each month of two hundred dollars (\$200).

7.3 Life Insurance — Life insurance for employees is available through Maine Municipal Employees Health Trust. The cost of coverage is paid by the Town and is for an amount equal to the employee's annual salary. In addition, supplemental and dependent life insurance coverage is available through the Maine Municipal: Employees Health Trust for non-member coverage. This coverage may be purchased by the employee for themselves or their families.

7.4 Deferred Compensation — Employees will contribute to the Acadia Deferred Compensation Plan (the Plan) as provided by the terms of the Plan. The Employer will match the employee's contribution to the Plan at the rate of six per cent (6%) of pay as provided by the Plan.

An employee may contribute more than the Employer match if the employee desires. Contributions will be calculated and made consistent with and as provided by the terms of the Plan. Employees become eligible to participate in the deferred compensation plan at the first month of employment after completion of one full year of service.

7.5 Workers' Compensation — The Employer provides Workers' Compensation insurance for all employees in accordance with laws of the State of Maine. Benefits are established by statute.

An employee who sustains a personal injury or an illness arising out of an in the course of the employment shall:

- A. Seek appropriate medical attention.
- B. Promptly notify the Chief of Police of the injury describe the injury and how it happened.
- C. Advise the Chief of Police if unable to return to work.
- D. Request compensation if days are lost from work or if related medical expenses are incurred.

7.6 Uniforms, Equipment and Safety Equipment — The Town will supply and maintain all necessary uniforms and equipment. Within one month of becoming employed by the Town, one pair of safety lenses will be provided to those that required eyeglasses and whose duties the Selectmen determine require safety lenses.

7.7 Retirement Health Insurance — When the following conditions are met, the Employer will provide health insurance coverage for retired employees until that employee reaches sixty-five (65) years of age. The employee's spouse and dependents may be covered at the expense of the employee.

The employee 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.

Retiree health benefits apply only to employees hired prior to April 1, 2003. Employees hired after that date shall not be eligible for Town paid retiree health insurance benefits.

SECTION 8

MISCELLANEOUS PROVISIONS

- 8.1 Personal Vehicle — Any employee required to use their personal vehicle in the course of their work, or to attend a conference, or other authorized use shall submit a signed voucher to the Chief of Police for audit. No employee shall use his or her personal vehicle on Town business without having insurance in compliance with the Maine State Financial Responsibility Law. Mileage shall be reimbursed at the rate in effect in the Town's personnel policy.
- 8.2 Training — Any employee required to attend a seminar, conference, or course of training shall be considered "working" and will receive the employee's normal wages as well as expenses (transportation, meals, lodging, tolls, etc.) incurred for same.

If a seminar, conference, or course is held after working hours that is not required, the employee will not be reimbursed for the time expended, but will be eligible for reasonable expenses. Following completion of the seminar, conference, or training, the employee must submit proof of the employee's expenses in order that payment may be disbursed. In certain circumstances, the employee may receive an advance of the expenses provided application for same is made to the Chief of Police at least seven (7) days prior to the commencement of the course, conference, or seminar. Employer's approval shall be required for all conferences, courses or seminars. An employee's written request must be approved/disapproved within ten (10) days after the request has been made. An employee must have a passing grade to qualify for the above.

- 8.3 Rules and Procedures — All Department rules and procedures shall be written and all employees shall receive and sign for a copy of the rules and procedures. All rules and procedures shall be posted fifteen (15) days before becoming effective and shall remain posted for those fifteen (15) days. At the time of hire all new hires shall sign for and receive a copy. Any dispute regarding the rules and procedures shall be resolved through the complaint procedure. In the case of an emergency, the rule becomes effective immediately.

SECTION 9

CONDUCT OF EMPLOYEES

- 9.1 General Policy — A Police Department employee is prohibited from engaging in conduct which would reflect unfavorably upon Police Department Service. Employees must avoid any action which might result in or create the impression of using public office for private gain, giving

preferential treatment to any person or losing complete impartiality in conducting Town business.

- 9.2 Receipt of Gifts — The employee is prohibited from soliciting or accepting any gift, gratuity, favor, entertainment, loan or any other thing of monetary value from any person who has or is seeking to obtain business with employer or from any person within or outside Town employment whose interests may be affected by the employee's performance or nonperformance of official duties.

Acceptance of nominal gifts in keeping with special occasions, such as marriage, retirement, Christmas, or unsolicited advertising or promotional materials (e.g., pens, notepads and calendars) is permitted. Contribution to a flower fund or gift to a fellow employee is allowable, provided such contribution is wholly voluntary on the part of the employee and that the gift is of nominal value in keeping with the spirit of the event.

- 9.3 Outside Employment — Employees may engage in outside employment. However, no employee may engage in outside employment which in any manner interferes with the proper and effective performance of the duties of the employee's position, results in a conflict of interest, or if it is reasonable to anticipate that such employment may subject the Employer to public criticism or embarrassment. Any employee who engages in employment outside the employee's regular working hours shall be subject to call to perform the employee's regular duties first.

The Employer shall in no respect be liable nor grant sick leave or disability leave in cases where any injury or illness occurs to an employee while engaged in outside employment.

- 9.4 Political and Other Activities — Political activities of Town employees shall conform to State and Federal mandates (30 M.R.S.A. § 959). Political activities are not permitted during work hours. Employees may not:

- A Use official authority or influence for the purpose of interfering with or affecting the result of an election or nomination for office; or,
- B. Directly or indirectly coerce, attempt to coerce, command, or advise a State, County or Town officer or employee to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for political purposes.

It is the policy of the Town to permit other agencies/individuals to contact employees, but to insure that the employee has the opportunity to successfully perform the employee's duties, no contacts or solicitations are permitted during working hours.

The definition of other agencies/individuals includes, but is not limited to: insurance companies; general vendors; community/social organizations, and union/employee associations.

- 9.5 Strikes — It is recognized that the need for continued and uninterrupted operation of the police department is of paramount importance to the citizens of the municipality and that there should be no interference with such operation.

Adequate procedures have been provided in this contract for the equitable settlement of complaints and grievances. No employee will engage in, encourage, sanction, or suggest strikes, slowdowns, mass absenteeism, mass resignations, or other similar work action which would involve suspension or interference with normal work activities.

SECTION 10

DISCIPLINE

- 10.1 Discipline — The function of disciplinary action shall serve to correct an employee's attitude and/or performance which has been inadequate in one or more respects to the end that the employee may become a satisfactory employee. The Chief of Police shall be responsible for providing appropriate disciplinary action. Disciplinary action for inadequate service shall be taken in situations including, but not limited to the following when:
- A. An employee allows their work habits, production, or ability to handle the duties of the employee's position to fall below an adequate level of competence.
 - B. An employee acts in a manner which tends to lower morale or impair the discipline of other Town employees.
 - C. An employee has received an unsatisfactory evaluation.
 - D. An employee acts in a manner deemed not in the best interests of the Employer.
 - E. An employee exhibits gross insubordination, including deliberate disobedience of a proper and reasonable instruction from his supervisor.
 - F. An employee steals property from other employees or the Town or destroys or abuses the personal property of other employees or that of the Town.
 - G. An employee is absent without leave.
 - H. An employee knowingly gives false statements to the supervisor or the public or when an employee knowingly falsifies public records.
 - I. An employee reports to work under intoxication of alcohol or under the influence of drugs.
 - J. An employee accepts gifts and/or gratuities for the performance of the employee's regular duties.
 - K. An employee exerts undue political influence.

L. An employee removes department property (e.g., vehicle, tools, machinery, etc.) without permission of the proper authority.

M. An employee willfully violates any Town or Department Policy.

10.2 Disciplinary Procedures — At the discretion of the Police Chief or other Departmental Supervisor who notes unsatisfactory job performance, noncompliance with department regulations, or willful violations as enumerated in Section 10.1, the Chief of Police or the supervisor may issue an oral or written reprimand to the employee, including reasons for the reprimand. The employee shall be counseled as to the unsatisfactory areas of the employee's work and shall be told how the employee can improve.

10.3 Disciplinary Probation — If the oral or written reprimand fails to correct the unsatisfactory condition, the employee may be placed on disciplinary probation at the discretion of the Chief of Police who shall forward notice stating reasons for the disciplinary probation, the effective date of such action, and the length of same (maximum of sixty (60) days). The employee will continue their duties on a paid status while on disciplinary probation.

When the employee's disciplinary probation expires, the Chief of Police will notify the Employer in writing that:

- A. The employee's performance and behavior was satisfactory and that the employee should be retained in the employee's position; or
- B. The employee's performance and/or behavior remained unsatisfactory and the Chief of Police is suspending or recommending discharge of the employee to the Board of Selectmen.

The employee shall have the right to appeal the employee's placement on disciplinary probation at the third (3rd) step of the complaint procedure (Section 11.4, Step C).

10.4 Suspension — The Chief of Police may suspend an unsatisfactory employee without pay. The employee will receive a written notice stating reasons for the suspension, the effective date, and the length thereof. Within thirty (30) days of the employee's return to the job, the Chief of Police will inform the Employer either of the employee's improved behavior/performance and the recommended retention, of the Chief of Police or the continued unsatisfactory situation and the discharge of the employee by the Chief of Police.

10.5 Discharge — An employee may be discharged either because of unsatisfactory job performance or a violation of department regulations as outlined in Section 10.1.

The Chief of Police shall inform the employee, in writing, of the discharge and the reasons therefore.

SECTION 11

GRIEVANCE PROCEDURES

- 11.1 Employee Rights and Obligations — Any full-time employee of the Police Department who has completed the probationary period shall have the right to file a grievance or have access to a subsequent appeal regarding all personnel actions which the employee may deem unjustifiable or unnecessary adverse which are included in this Agreement. Affected employees also have an obligation to bring matters of concern to the attention of their supervisor as soon as practicable in order to assure an expeditious solution to problems that may arise.
- 11.2 Definitions
- A. A grievance, for purposes of this Agreement, shall be defined as any misunderstanding, grievance, or dispute arising between the employee and the Department Head, or supervisor, as to the meaning or application of the specific terms of this written Agreement.
 - C. “Days” shall mean calendar days,
- 11.3 Informal Procedure — Every reasonable effort shall be made by the employee and the supervisor involved in a grievance to arrive at a fair and equitable resolution of every grievance without resorting to the formal grievance procedure hereinafter set forth. It is understood that the presentation and discussion of grievances shall take place during normal work time. If the complaint cannot be resolved in this manner, the matter may be submitted to the formal grievance procedure.
- 11.4 Formal Grievance Procedure —
- A. In instances where the matter is one which cannot be satisfactorily adjusted by the immediate supervisor or the grievant does not find acceptable the written response of the supervisor, the employee may bring the written complaint, within ten (10) days, to the attention of the Chief of Police. It shall be the responsibility of the Chief of Police to hear the grievance and respond in the form of a written response to the employee and the union within ten (10) working days.
 - B. When an aggrieved employee is dissatisfied with the written response of the Chief of Police, the grievance may be submitted to the Town Manager in writing within ten (10) days of receipt of the response from the Chief of Police, including the answer of the Chief of Police along with the specific reasons why the grievance was dismissed. The Town Manager shall hear the grievance and shall then determine the appropriate action. The decision of the Town Manager shall be transmitted in writing to the employee and the Union within thirty (30) days. Copies of the action will be forwarded to the Chief of Police,
 - C. When the aggrieved employee is dissatisfied with the disposition of the employee’s grievance by the Town Manager, the employee must within ten (10) days after the decision,

or within ten (10) days after the meeting with the Town Manager, request in writing to the Union that the employee's grievance be submitted to arbitration.

The Union shall, within ten (10) days after receipt of such request, if the appropriate authority in the Union determines that the grievance is meritorious and recommends such action, submit such grievance to arbitration by so notifying the Town Manager in writing.

The Town Manager and the Union shall within ten (10) days after such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon the arbitrator within seven (7) days, the Maine Board of Arbitration and Conciliation shall immediately be called on to select one.

The arbitrator shall be without power or authority to make any decisions which require the Employer to be in violation of any act prohibited by law or which is in violation of express terms of this Agreement. The decision of the arbitrator shall be submitted to the Commission and the Union and shall be final and binding on the parties as provided in Maine Revised Statute Title 26, Chapter 9A.

The cost of the services of the arbitrator shall be borne equally by the Employer and the Union.

- 11.5 Failure to Comply with Time Limits — If a formal grievance is not appealed to the next higher level within the time limits so specified, such grievance shall be considered settled, obviating the need for further consideration, unless the parties have mutually agreed to waive the time limit, in writing.

SECTION 12

RECORDS

- 12.1 Personnel Records — The Town Manager, or their designated representative, shall be responsible for the maintenance of all personnel records, including the original application for employment, the history of employment, current status and title, commendations, record of disciplinary actions, training records, evaluations, sick leave, vacation, and other records they may find pertinent to the employee's service. Oral or written reprimands shall be purged from the employee's file after one year if no further disciplinary action for that infraction has occurred in that year.
- 12.2 Access to Personnel Records by Employees — The Employer shall, upon written request from an employee, provide the employee with an opportunity to review the personnel file which the Employer maintains for that individual in accordance with Maine Statutes (Title 30, Section 64). Such review shall take place at the location where the personnel files are maintained and during normal office hours.

SECTION 13

COMPLAINTS

- 13.1 Complaints by Citizens Against Officers — The complaint process is to be strictly followed to protect the rights of the officer. The citizen making the complaint will be required to make a sworn statement and be advised of the consequences of making a false sworn statement and the officer will receive a copy of all complaints and accusations made.

When a citizen makes a complaint about the actions or conduct of a member of the Wiscasset Police Department, the citizen will inform the Chief of Police that they are making a complaint about an Officer. The Officer need not make a formal written report or reply until the Officer has had an opportunity to see and review the formal complaint and the reason for the investigation.

Complaints will not normally be accepted more than thirty (30) days after the alleged incident, with the following exceptions:

- A. When the act complained of is a criminal violation, in which case the criminal statute of limitations will prevail.
- B. When the complaining person can show good cause for not making the complaint earlier.

The citizen who makes the complaint will be responsible for writing their statement. A copy of the statement will be given to the Officer at the first opportunity after it is received from the complainant. The Chief will decide what actions will be taken after meeting with the complainant and reviewing the statement. Should the Chief of Police decide to investigate the complaint or designate an investigator, the Officer will be notified immediately in writing from the Chief that the Officer is under investigation, who the investigator is, and the reason.

As a result of any investigation in the conduct or actions of the Officer, a copy of the investigative report will be given to the Officer when the investigation is suspended, completed or the complaint withdrawn by the complainant.

The Officer may take any appropriate steps or actions regarding the complaint made. The Officer has the right to exercise any and all constitutional and contractual rights regarding the investigation. Should the Officer be suspended from duty pending an investigation, the Officer will be suspended with full base pay and benefits pending the outcome of the investigation. All juveniles who make complaints against Officers shall do so in the presence of their parent or legal guardian.

The Chief will advise the Officer whether it is a criminal or inter-departmental investigation.

This policy is intended to supplement the department's standard operating procedures regarding investigations of Officers.

If the employee does not agree with the disciplinary action taken, the employee make appeal to the grievance procedure, commencing at the Board of Selectmen level.

SECTION 14

PERSONAL PROPERTY

- 14.1 Personal Property — In the event that any employee covered by this Agreement suffers damage to their personal motor vehicle while on Town property or as a result of the employee's official law enforcement activities, the Employer shall compensate said employee for such loss up to two hundred fifty (\$250) dollars upon receipt of completed repairs.

Watches, glasses and sunglasses damaged while on duty shall be reimbursed up to a maximum of one-hundred (\$100) dollars per employee in any two-year period. The reimbursement for glasses will be made after all other recovery sources are exhausted.

SECTION 15

EDUCATION INCENTIVE

- 15.1 Educational Incentives — Incentive bonus for employer prior-approved non-required training to include college credits, Maine Criminal Justice Academy courses and any other law enforcement training will be paid as follows:

Associate Degree	15 cents per hour
30 Credit Hours	10 cents per hour

SECTION 16

EXTRA DETAILS

- 16.1 Outside Details — All requests for outside details shall be filled by bargaining unit employees.

SECTION 17

LIE DETECTOR

- 17.1 Lie Detector Tests — Lie Detector Tests cannot be required of employees.

SECTION 18

WAGES & LONGEVITY PAY

- 18.1 Regular Wages — Effective January 1, 2006 and through the term of this Agreement, wages will be paid to employees in accordance with the hourly pay scales set forth below:

Patrol Officer

Entry	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10
14.74	15.38	15.63	15.86	16.11	16.35	16.82	17.07	17.31	17.56	17.81

Patrol Officer

	Entry	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10
7/1/09	15.03	15.69	15.94	16.41	16.90	17.40	17.92	18.46	19.01	19.58	20.17
7/1/10	15.34	16.00	16.26	16.74	17.24	17.75	18.28	18.83	19.39	19.98	20.57
7/1/11	15.64	16.32	16.59	17.07	17.58	18.10	18.65	19.21	19.78	20.38	20.98

Sergeant and/or Lieutenant

Eff. January 1, 2006	18.38
Eff. January 1, 2007	19.25
Eff. January 1, 2008	20.13
Eff. July 1, 2009	20.52
Eff. July 1, 2010	20.93
Eff. July 1, 2011	21.35

- 18.2 Employees in the patrol officer classification will be placed on the pay scale published above at the appropriate level of their current seniority effective January 1, 2006. Employees will be eligible for advancement to the next step on the date of their anniversary of employment.
- 18.3 The Town may hire a new Patrol Officer at up to the 5-year step based on previous experience and qualifications.
- 18.4 A five hundred dollar (\$500) lump sum will be paid to each unit member to represent the partial contract year of January 1, 2009-June 30, 2009.

SECTION 19

DURATION

Duration of this Agreement — This Agreement shall be effective July 1, 2009 to June 30, 2012 and shall remain in full force and effect during subsequent negotiations.

Any section of this Agreement may be reopened to negotiation with the mutual consent of the WISCASSET BOARD OF SELECTMEN the WISCASSET POLICE ASSOCIATION.

IN WITNESS WHEREOF, the parties hereunto set their hands this 15th day of March 2011.

For the WISCASSET POLICE ASSOCIATION

For the Town of Wiscasset

John Allen, WPA

Judy Colby, Selectmsn

Kathy Williams, WPA

Pamela Dunning, Selectman

James Beaulieu, ME United LLC

Robert Blagden, Selectman

Ed Polewarczyk, Selectman

David Nichols, Selectman



Town of Wiscasset

Aluminum Ramp Specifications

The Town of Wiscasset is seeking bids for an aluminum ramp to be placed at the Recreational Pier, located at the Wiscasset Harbor, Water Street, Wiscasset Maine.

- Ramp is 36 ft long x 52 inches wide.
- Handrail is 43 in high with stantions every 4 ½ ft.
- Intermittent handrail at 33 inches.
- 2 in aluminum pipe for handrail and stantion.
- 6 in channel for deck runners with 3 in aluminum channel for frame every 2 ft on center.
- 5/4 x 6 pt decking with stainless steel fastenings.
- 3 ft rolled roofing has grip on runway.
- 4in nylon roller at one end and adequate hanger on other end.
- Diamond plate at both ends of approach and exit of ramp.
- All material aluminum and stainless steel.
- Ramp should have camber.

Delivery and installation shall be included in the bid.

Bids are due by 2pm on Tuesday, March 15th. Please mail bids to The Town of Wiscasset "Aluminum Ramp Bid", 51 Bath Road, Wiscasset, ME 04578. Bids will be opened Tuesday evening, March 15th at the Selectmen's meeting.

The Town of Wiscasset reserves the right to reject any and all bids.

Any questions can be directed to the Harbormaster, Peter Dalton, at 380-1922.

11 D

NOTICE TO BIDDERS

Notice is hereby given that the Town of Wiscasset will receive in sealed envelopes clearly marked "2010 Town Report Bids" for the annual report, in the office of the Town Manager at 51 Bath Road, Wiscasset, Maine until **4:00 p.m. on Friday, March 11th, 2011**, for the printing of its 2010 Town Report.

Bids received after the stated time will not be considered.

The report will be presented to printers on 8 ½ by 11 sheets or electronically, per request.

Please provide us with a cost as described with the following general specifications:

Test – 60 lb Paper

- Size – 6" by 9"
- Perfect bound, 50 lb offset
- Inside: black ink
- Cover – Multi color ink (4 color) with UV coating on white wrap-around, 10 pt. Stock
- Number of pages – approx. 175
- Number of copies - 1000
- Number of 1/2 page, approx. 6 color pictures – (all pictures to print, crisp & clear)
- Table of contents at the beginning of report inside cover.

Bids filed with the Town of Wiscasset shall be opened by the Board of Selectmen on Tuesday, March 15th, 2011 at 51 Bath Road, Wiscasset, Maine 04578.

The Town of Wiscasset reserves the right to award the bid to the lowest responsible bidder or to reject any or all bids, further the Town of Wiscasset reserves the right to waive all formalities in the reading of the Bids.

Printing must be completed by Friday, May 6th, 2011. Please quote a price per page, cover cost and per picture cost, camera ready.

James George

13A

From: Dennis Jumper <sjlawdennis@myfairpoint.net>
Sent: Thursday, March 03, 2011 10:40 AM
To: 'Jim (Treasurer)'
Subject: Wiscasset to Melva James Estate
Attachments: Wiscasset to Melva James Release Deed.doc

James George, Treasurer
Town of Wiscasset
51 Bath Road
Wiscasset, ME 04578

Dear Jim:

Enclosed for execution is the Release Deed pertaining to the four liens against the former Melva James real estate. I checked the Probate Court records and found that Kevin James opened Melva's estate and it has not yet been closed. Therefore I drafted this deed to run from the Town to Kevin in his capacity as the Personal Representative of his mother's estate. Should you or Kevin have any questions about this, please let me know.

Dennis

RELEASE DEED

THE INHABITANTS OF THE MUNICIPALITY OF WISCASSET, a body corporate, located at Wiscasset, Lincoln County, Maine, for consideration paid, release to KEVIN J. JAMES in his capacity as the Personal Representative of the Estate of Melva G. James, Lincoln County Probate Docket No. 2007-60, of Wiscasset, Lincoln County, Maine (P.O. Address: 60 Shea Road, Wiscasset, ME 04578), all interest acquired in land in Wiscasset, Lincoln County, Maine, depicted on Wiscasset Tax Map R05, Lot 037, by virtue of real estate tax liens recorded in the Lincoln County Registry of Deeds at the following Book/Page numbers: 3549/229, 3708/265, 3881/147 and 4044/57.

The purpose of this conveyance is to release any interest which Wiscasset acquired in said real estate by virtue of said real estate tax liens recorded in the Lincoln County Registry of Deeds at the following Book/Page numbers: 3549/229, 3708/265, 3881/147 and 4044/57. This conveyance shall not operate as a waiver of any current year's real estate taxes which may be due or become due.

The said Inhabitants of the Municipality of Wiscasset have caused this instrument to be signed in its corporate name by David Nichols, Robert Blagden, Judith Colby, Pamela Dunning and Edward Polewarczyk, its Selectmen thereunto duly authorized, this _____ day of March, 2011.

INHABITANTS OF THE
MUNICIPALITY OF WISCASSET

Witness

By _____
David Nichols, Selectman
Chairman of the Board

Witness

By _____
Robert Blagden, Selectman

Witness

By _____
Judith Colby, Selectperson

Witness

By _____
Pamela Dunning, Selectperson

Witness

By _____
Edward Polewarczyk, Selectman

STATE OF MAINE

Lincoln, ss.

_____, 2011

Then personally appeared before me the above-named David Nichols, Chairman of the Board of Selectmen of the Town of Wiscasset, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the said Inhabitants of the Municipality of Wiscasset.

Notary Public

Printed name: