

WISCASSET BOARD OF SELECTMEN,
BOARD OF ASSESSORS AND OVERSEERS OF THE POOR
FEBRUARY 5, 2013

Preliminary Minutes

Tape recorded meeting

Present: Judy Colby, Bill Curtis, Chair Pam Dunning, Vice Chair Ed Polewarczyk, Jeff Slack and Town Manager Laurie Smith

1. Call to Order

Chair Pam Dunning called the meeting to order at 7 p.m.

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

3. Approval of Treasurer’s Warrant: January 29, 2013 and February 5, 2013

Judy Colby moved to approve the Treasurer’s Warrant of January 29, 2013. Vote 5-0-0. Judy Colby moved to approve the Treasurer’s Warrant of February 5, 2013. Vote 5-0-0.

4. Approval of Minutes: January 15, 2013 and January 22, 2013

Ed Polewarczyk moved to approve the minutes of January 15, 2013 as amended. Vote 5-0-0. Ed Polewarczyk moved to approve the minutes of January 22, 2013 as amended. Vote 5-0-0.

5. Special Presentations or Awards – None

6. Appointments

A. Appointment of Joan Barnes: Judy Colby moved to appoint Joan Barnes as an Appeals Board member with a term to expire on December 31, 2015. Vote 5-0-0.

B. Appointment of Rick Scanlan: Judy Colby moved to appoint Rick Scanlan as a Waterfront Committee member with a term to expire on December 31, 2014. Vote 5-0-0.

C. Appointment of Kent Reed: Judy Colby moved to appoint Kent Reed as a Budget Committee member, with a term to expire on June 11, 2013. Vote 5-0-0.

7. Public Comment

In response to George Green’s question on the list of selectmen’s goals, Pam Dunning explained the check marks indicated the number of selectmen’s votes for each item.

In response to Bob Blagden’s questions on the Audit Report, Laurie Smith explained that

some funds that were held over were for bills that should have been paid during the last fiscal year or were for expenses had been contracted for or committed to during the last fiscal year. She also explained that rather than going to the fund balance at the end of June, 2012, the town had voted to bring forward \$40,000 to FY 2013 because of capital items that came in under budget. The low fund balance was due to receivables.

With respect to the discussion in the past about forming a Committee for Nuclear Resources, Steve Mehrl asked whether the town was aware that the State may be looking at possible sites to acquire and remove from the tax rolls. He suggested that the town contact the governor's office about the matter. He addressed the seriousness of the fiscal problem and said it would take several big box stores like Walmart, Cosco, Lowes, etc. to make up the deficit.

Bill Barnes recommended outsourcing services such as some of the highway work and the police department to minimize the impact on the taxpayers.

8. Department Head or Committee Chair Report – none

9. Unfinished Business

A. Review of Cemetery Ad Hoc Committee Tasks: Laurie Smith had reviewed past minutes of the cemetery committee which were brief and did not comment on the original intent or refer to rules. Ed Polewarczyk agreed with the revised list of tasks. He saw no need for a standing committee and suggested that rather than rules and regulations, an ordinance be written. Other suggestions were that a selectman be part of the committee or regular reporting to the selectmen be required; that the committee develop a plan and timeline for the selectmen's approval; and that the town advertise for five members. **Judy Colby moved to adopt the tasks for the Cemetery ad hoc committee. Vote 5-0-0.**

B. Adoption of Selectmen's 2013 Goals: *1. Reduce the Town's outstanding accounts receivable.* Smith said the \$75,000 Mason Station lien should be written off, there are EMS receivables that are uncollectible and should be written off and Wastewater receivables which recently were reduced by two payments should also be written off. If these amounts are written off, their balance will be subtracted from the current unassigned fund balance.

2. Adopt a fund balance policy: Smith said the auditor recommended that Wiscasset have a minimum of two months of revenue as unassigned fund balance. In order to do this the town will have to increase the fund balance by approximately \$2,000,000 and reduce the commitment of the fund balance to offset the tax rate, adding another \$500,000 to the required fund balance.

Ed Polewarczyk suggested that the town work off this amount over five years, \$500,000 per year which the selectmen will have to find somewhere. He said 73% of the tax rate is established by the schools and 7 % by the county, both of which are out of the town's control. Even though the town has influence on only 20% of the tax rate, the State will be reducing its

contribution by proposed cuts. He recommended that the town's goal should be to significantly reduce the use of the fund balance in the coming budget by either raising taxes or cutting spending by layoffs or reducing services. Outsourcing was mentioned as a possible alternative but union contracts would have to be considered.

3. Create public emails for the selectmen: Of the top eight goals, Judy Colby said creating emails for the selectmen had been done.

4. and 5. Create an annual Town Event and Develop the Montsweag Brook Parcel into a recreation area: Judy Colby said these two goals could be postponed. She said with the governor's proposed cuts, it is likely a tax increase would be necessary and the Budget committee and selectmen must be on the same page.

Bill Phinney said economic development was not on the list of goals and he recommended an economic development workshop such as Don Gerrish presents be held with public participation.

Laurie Smith noted the seriousness of the issue and said attacking the problem would be necessary in order to keep tax increases to a minimum. She said that cuts could be made in services and staff such as reduced hours or attrition, but she needed direction from the board in reaching its goal

Pam Dunning said that the governor has proposed cuts which would result in a \$419,000 loss to the town and suggested investigating the possibility of working with other communities by sharing services and in purchasing.

Bob Blagden said the town manager had done a good job and encouraged support of any proposed budget cuts.

Ed Polewarczyk moved that the selectmen direct the Town Manager to provide a budget to significantly reduce the use of the fund balance for FY2013 by a target of \$300,000 and adopt a fund balance policy, reduce the town's outstanding receivables, and liquidate unneeded town-owned properties. Vote 5-0-0.

10. New Business

A. Quit Claim Deeds for the following properties:

Karl J. Marean, 6 Hooper Street, Map/Lot U02-084

David Chubuck, 188 Old Bath Road, Map/Lot R07-063

Glade O. Bloom, Jr., 241 West Alna Road, Map/Lot R05-060

Peter G. and Michaela H. West, 42 Federal Street, Map/Lot U02-063

Christopher G. Chapman, 242 Gibbs Road, Map/Lot R03-014-B

David R. and June L. Murray, 175 West Alna Road, Map/Lot R05-066-A

Jean E. Beattie, 342 Old Bath Road, Map/Lot R07-070
Kimberly M. Fairfield and Mark A. Lincoln, 236 Foye Road, Map/Lot R02-038-K
Shaun Fairfield, Foye Road, Map/Lot R02-038-L
Murray Hill Properties, Inc., 3 Heritage Lane, Map/Lot U11-007-A

Jeff Slack moved to authorize Quit Claim Deeds for the above properties. Vote 5-0-0.

Pam Dunning announced that Chris Johnson will be holding meetings to hear citizens' concerns, particularly about municipal budgets, at Skidompha Library on February 15 from 6 to 8 p.m. and at the Lincoln County Call Center on February 27 from 6:30 to 8 p.m.

11. Town Manager's Report

Smith announced that the town will now accept credit and debit cards; a 2-1/2% fee will be charged.

Pam Dunning reported on an MMA meeting where several municipalities were taking a strong stand against the proposed governor's cuts in funding and asked whether the selectmen wanted a letter sent regarding the impact to the town of Wiscasset in view of the proposed \$419,000 cut in state funding. There was a no consensus that this be done.

12. Other Business

A. Executive Session to Discuss the Sale of the Superintendent Property

Judy Colby moved that the Board of Selectmen go into executive session pursuant to 1 M.R.S.A. §405(6)(C) to discuss real estate negotiations. Vote 5-0-0. The board entered executive session at 8:45 p.m. Ed Polewarczyk moved to exit executive session at 8:55. Vote 5-0-0.

B. Executive Session to discuss labor negotiations

Ed Polewarczyk moved to go into executive session pursuant to 1 M.R.S.A. §405(6)(D) to discuss labor contracts at 8:56. Vote 5-0-0. Judy Colby moved to exit executive session at 9:14. Vote 5-0-0.

13. Adjournment

The meeting adjourned at 9:15 p.m.

Roads Workshop
February 11, 2013, 6 p.m.

Present: Selectmen Judy Colby, Bill Curtis, Pam Dunning, Ed Polewarczyk, and Jeff Slack; ORC members Jackie Lowell, Karl Olson; Planning Board members Tony Gatti, Peter McRae, Lester Morse, Ray Soule; Town Planner Misty Parker; Town Manager Laurie Smith; Road Commissioner Greg Griffin

Private roads should be adequate, safe, durable, and stable. In drafting roads ordinances, towns must consider first-time home buyers and what they expect, deteriorating roads and residents' attitudes, road association responsibilities (there are no laws governing when the association takes over) and municipal roads, which are governed by State Subdivision Statute and/or municipal ordinances, and avoidance of future issues.

Example: Subdivision A - The developer was not required to post a bond for infrastructure. Two back lots in the subdivision were sold before the road was put in. The developer went bankrupt and the lot owners were unable to obtain building permits because of lack of access. Eventually the lots became tax acquired property because the developer went bankrupt and the two sold lots were unable to be developed without putting in a road. The lack of a bond or other performance standard left the Town and two lot owners with no ability to put in the road.

Example: Subdivision B - Two lots in the subdivision were sold with the condition they could not be developed until the road extension was brought up to standard. Two lots in back of the subdivision had driveways with access off the extension and were concerned that increased use of the extension would deteriorate the road. The developer had sold all the lots in the subdivision and therefore was no longer involved. In order for the two lots to be developed the owner had to assume the responsibility of bringing up the road to standard.

Example: Subdivision C - Access to the subdivision is through a private road that is not built to road standards and is unable to handle increase in traffic. There is no road association for the maintenance of the private road and the cost of maintaining is unevenly distributed among the residents.

Design engineering of roads is important to avoid drainage problems which may change the landscape, affect roads and private property, cause erosion and pollution and excess maintenance costs.

Property values and private roads: The cost of town services, roads, emergency services, and schools is \$1.15 to \$1.50 for every dollar received in taxes for residential property; 35¢ to 65¢ for every dollar received in taxes on commercial/industrial property; and 30¢ to 50¢ for every dollar received in taxes on agricultural or open land. Towns need a mix of all three types of property.

Gravel roads vs. paved roads: Gravel roads are difficult to maintain in the winter because of the difficulty plowing when roads are frozen and become a sheet of ice or when the roads are soft and there is no hard surface. Paved roads are easier to maintain in the winter and last from 15 to 20 years. Subdivision roads are required to be paved. Because there is no bond market for private developments, a performance guarantee may be required of the developer to insure that roads are built to standards.

In Waldoboro, Boothbay Harbor and Alna, three or more houses on a driveway constitutes a private road, and the latter two towns require planning board review outside of a subdivision. In Wiscasset, only the Subdivision ordinance contains road standards. There is a need for defined standards, perhaps differentiating between uses and size.

The old and new ordinances have the same requirements for drainage, traffic safety, resources for completion, impact on municipal services, accessed lots, location of roads and erosion control. The old ordinance had specific requirements for subdivision roads; the new ordinance will have a separate road section which will contain road standards for subdivisions. The Ordinance Review Committee needs guidance on detailed standards for public roads, private roads.

and residential drives. Even 911 roads, whether private or public need to be able to accommodate emergency vehicles. In addition, there is no standard for bringing deteriorated roads up to standard.

Misty Parker asked whether the town should have detailed standards for public roads. This would provide information to developers and others who are building roads. Although the town may have road standards, it has no obligation to take over a private road built to those standards. A landowner would have to petition the town to take over a road and the decision would be made by the voters. Towns can also take over roads by eminent domain and proscriptive use.

In response to Parker's question whether the town should have road standards for private roads and residential drives, Karl Olson said that the town should have standards for public, private and driveways more than 500 feet with two or more houses, which according to the 911 regulations have been named. There is an expectation on both public and private roads that emergency vehicles will be able to serve residents; the town would be liable if it failed to respond to emergencies.

In response to Ed Polewarczyk's question about repairing town roads in poor condition, Laurie Smith said that there were no road standards that would enable a third party road engineer to inspect a contractor's work to insure that it is built or repaired to town standards.

Under the ordinance, subdivisions are required to have a road association for maintenance of the road; however, once the association is formed, the town has no responsibility or authority over the road.

In addition to private roads in subdivisions, there are also private roads formed over time as lots as are split off without forming a subdivision, but at some point the decision has to be made whether the road should conform to the road standards. There would be no requirement under this scenario that a road association be formed. Some towns have a lesser standard for private roads which are not in subdivisions.

Pam Dunning said the town lacked standards for bringing gravel roads up to town standards and it had been impossible to answer residents' questions at a recent select board meeting when they inquired what they had to do to bring their road up to standard. She was concerned about the amount of detail in the standards which might be prohibitively expensive for some residents. It was pointed out that the workshop was scheduled to discuss planning for the future, not solve past problems. Dunning suggested that there might be various standards for the amount of use the road might have or the acreage of the land that the road is servicing. Lots on roads that are not built to town standards should have a statement in the deeds indicating the road will never be accepted by the town.

There was a consensus that town road standards and subdivision standards be developed and private road standards be explored if they made sense and were not too restrictive. The Town Planner will work on standards for roads, possibly taking into consideration different standards for drives, industrial uses, and subdivisions, public and private roads.



Office of Planning & Codes

Ja

TO: Wiscasset Selectboard
FROM: Misty Parker, Town Planner
DATE: February 13, 2013
SUBJECT: Wiscasset Economic Development Efforts

This memo provides an overview of economic development activities the Planning Office has been involved with over the past year. The Planning Office is made of one full time staff that splits time between economic development and planning related tasks.

Business Meetings: Over the last few months, the Town Manager and I have been conducting outreach meetings to businesses in the Wiscasset community to better understand their business, why they chose Wiscasset, opportunities and challenges their business and industry face, and potential for the town to better support businesses. The meetings also serve as an important opportunity to connect with business owners here in Wiscasset and remind them that their business and presence in our community is appreciated by the Town. A large part of economic development is business retention and expansion. We have a healthy network of small businesses already established here in Wiscasset. Keeping these businesses here and expanding in Wiscasset will provide us with a sustainable commercial sector. Through these meetings, we are identifying opportunities to provide trainings and resources to assist our businesses with some of the challenges they are facing. These meetings will continue over the next year and data collected from these meetings will help the Town and other organizations better serve the needs of our existing businesses.

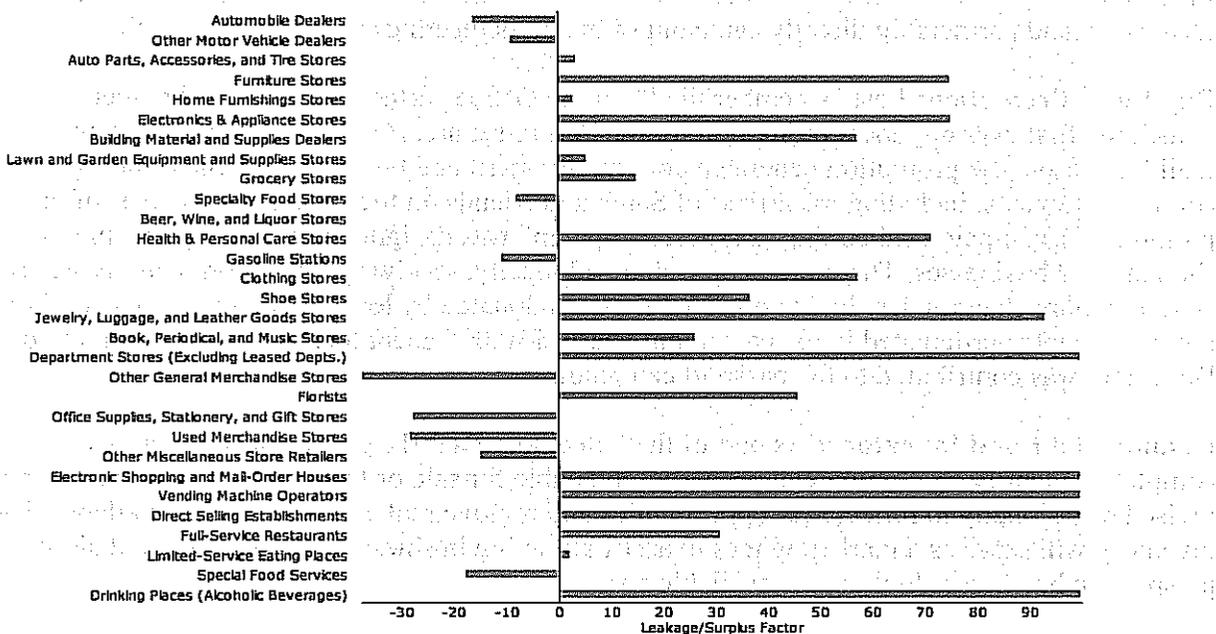
Bath Road Master Plan: Over the last six months the Planning Office has been working with Lincoln County, ME DOT, and Route 1 stakeholders to develop a master plan that will help the Town expand economic development opportunities along Route 1 in our commercial corridor in a manner that will not harmfully impact mobility within the corridor. Route 1 faces a number of challenges in Wiscasset which often times becomes a barrier to economic development. Where some of the road intersections along Bath Road are operating at a near failing level of service, this becomes a challenge for medium to large scale businesses looking to develop. If in close proximity to a failing intersection, or if the developments anticipated traffic generation will cause for the intersection level of service to fail, the developer is faced with paying an impact fee for improvements to be made to Bath Rd. Through the master we are analyzing these types of conditions and looking at proactive recommendations to alleviate some of these barriers. Another example of what the master plan is looking at is development opportunities and potential road connections. Where there is only a certain amount of frontage along Route 1, and where access management and curb cuts are a challenge to development, the plan is looking into development opportunities and connections in under-utilized areas that are practical to development and mobility.

property is dictated by site design instead of acreage. This allows businesses and property owners more flexibility in a difficult economy on maximizing use of space. A building on one acre of land can now accommodate several small businesses, multiple businesses can now share space regardless of acreage, and more business partnerships and services can evolve.

New Subdivision and Site Plan ordinances were also adopted in 2012. The Subdivision ordinance now meets State requirements and provides a detailed list of requirements. Site Plan review has allowed for smaller projects to be reviewed in house instead of going to the Planning Board to receive a waiver from site plan review. This significantly changes the amount of time required for permitting. Additionally, the new ordinance provides opportunity for applicants to reduce the number of meetings required when providing the Planning Board with sufficient data to evaluate the application in one meeting. So far, the Planning Office has received positive feedback on the new review process. Maine Yankee submitted an application this month to the Planning Board for a new 4,000 sq/ft storage and maintenance building. Because of the nature of the proposed use of the building, all abutters were notified of the Planning Board meeting, and the thorough application submitted to the Board, Maine Yankee was able to receive approval at the first meeting. They remarked after the meeting their pleasure with the clear expectations of the requirements and efficiency of the review process has improved since years past. They further went on to say that while the application was specific in detail, the time spent preparing the application was worth the efficient meeting review process.

Market Research: The Planning Office received grant funding to assist with a market research study targeted at attracting a pharmacy to Wiscasset. This information will be used in the upcoming months to speak with targeted pharmacies. In addition to the pharmacy focus, the market research also provided general market data for Wiscasset, better helping us understand what industries are oversaturating the Wiscasset trade area market and what industries could be supported in our market area. This information will help future marketing and business attraction efforts for Wiscasset. Below is a graph demonstrating some of the findings from this study regarding the Wiscasset trade area; surplus (left) demonstrates industries saturating the market while leakage (left) demonstrates underserved industries in the trade area.

Leakage/Surplus Factor by Industry Group



Ribbon Cutting Ceremonies: An important part of economic development is creating an environment where businesses feel welcome and supported. Since 2011 the Town of Wiscasset has organized ribbon cuttings for interested new businesses to formally welcome them to the community. These events have been well received by the business community and become a symbol of the “business friendly” attitude Wiscasset offers. While these actions may seem insignificant, they are having resounding effects.

Wiscasset Raceway: While we do our best to assist all businesses looking for help, there are times when larger, more complex instances come up. A prime example is the auction sale of the Wiscasset Raceway. The property had environmental issues documented by ME DEP that warranted further investigation. Environmental investigations can often be costly. Prior to the sale of the property, the Town had concerns regarding the future of the property and the possibility the property could be lost to foreclosure and become an abandoned property. Loss of tax revenue from an abandoned property and especially a property with potential environmental issues could pose financial concerns for the Town. The Town worked with the new owners of the raceway to facilitate discussions with DEP and help navigate the complexities of environmental investigations, which the costs of such environmental regulations can be significant. Additionally, the Planning Office assisted the new owners with information about state and local permitting as well as information from past permitting on the site to help make the transition back to an active track as soon as possible. Through our efforts we are providing an opportunity for this business to prosper and be a contributing member of our community. Our assistance, friendliness, and professionalism is generating a state wide reputation for Wiscasset being an ally to businesses.

Economic development involves collective actions taken by policy makers and the community to promote the standard of living and economic health of Wiscasset. At an economic development workshop held by the Southern Mid Coast Chamber of Commerce, presenter Peter DelGreco from Maine and Company, an organization dedicated to attracting businesses to Maine, focused on what businesses look for in coming to Maine and what makes a place business friendly. The most important evaluated by businesses is site location. Their approach to site location is comparable to a risk management assessment. The more a community can do to minimize the risk for a business, the more attractive the community will be. Specifically, permitting, incentives, and workforce are areas businesses are looking for help mitigating risk. Most importantly, DelGreco focused on the need for professionalism and the visibility of a unified force for businesses to work with. Working with a community that is in agreement with what they are willing to do a head of time, is prepared to work with businesses, and is supportive and welcoming helps minimize the risk for a business developing in the community. DelGreco also advised that positive perception and media attention is critical to a community when looking to attract businesses. When considering risk management factors, businesses are cautious of communities in turmoil or that appear divided. In many cases, and the state of Maine especially, the perception has been allowed to be defined by outside influences. It is critical that Wiscasset projects a unified image of our community and the opportunities we can present to help minimize the risk of doing business in Wiscasset. Being proactive and unified in our efforts to attract businesses while also beginning to lead defining a positive message for Wiscasset and the concerted efforts we are taking to improve the business environment in the community are critical in supporting our efforts for building a strong, sustainable local economy.

Wiscasset, ME

Community Profile & Market Overview

2013

WISCASSET'S HEALTHY ECONOMY SUPPORTS DEMAND FOR A RETAIL PHARMACY

Quick Stats:

Growing Population

The resident population of the Trade Area is expected to reach 10,400 by 2017.

Aging Population

Over 34% of the Trade Area's population is over the age of 55; climbing to 37% by 2017.

Underserved by Existing Pharmacies

There are no drug stores in the Trade Area currently; the nearest is about 15 minutes away.

Demand in Excess of Supply

The sales gap for health and personal care stores is over \$3.2 million.

High Traffic Volumes

The Trade Area is situated along a major regional commuter corridor and the average annual daily traffic flow along this corridor, US Route 1, is 16,350.

Health Care Sector Growth

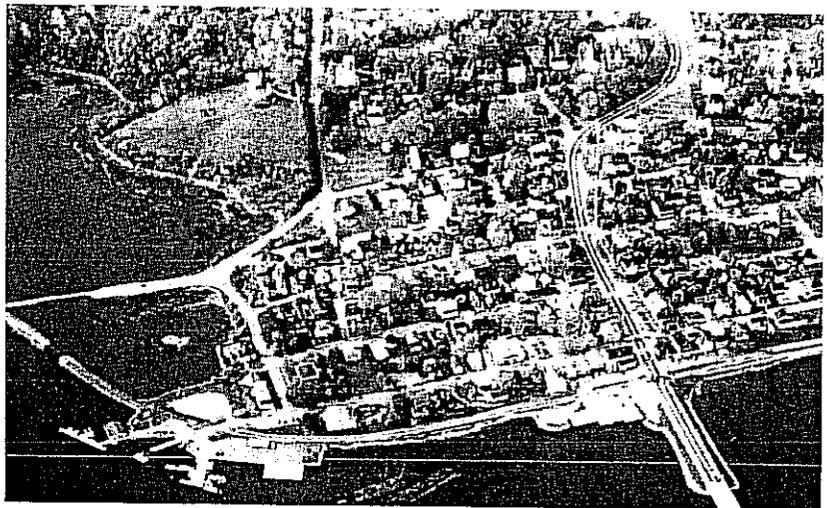
There is a strong local network of health care related businesses that are expected to grow.

With continued growth and economic stability, Wiscasset provides the perfect environment for a retail pharmacy to succeed. This environment includes a growing population, high traffic volumes, and sales demand in excess of supply, all leading to an area that is currently underserved by existing pharmacies.

Once coined the prettiest village in Maine, Wiscasset displays its historic roots and breathtaking exhibition of early architecture proudly along US Route 1 in its historic village. Wiscasset is a well-known tourist destination in the Mid-Coast, accommodating nearly 20,000 vehicles per day on US Route 1 during the peak of summer travel. In 2011, Wiscasset ranked 9th in percent of overnight visitors to the Mid-Coast region and was the 4th most visited town in the Mid-Coast region by day trippers according to the Maine Office of Tourism Visitor Tracking Report.

Wiscasset is home to one of the area's largest hardware store, pet supply, and tack shop: Ames True Value. Additionally, critical area services such as four local bank branches, professional offices, clinic and doctor offices, auto sales and services, regional schools, and restaurants are located in Wiscasset as well as a Shaw's supermarket. Wiscasset is also home to a number of year round businesses, vibrant Chamber of Commerce, prospering airport, rail facilities, deep water ports, incipient industrial park, and abounding opportunities.

The local health care sector and existing retail core in Wiscasset provide a solid base and powerful driver for the increasing demand for a pharmacy.



Wiscasset: The Regional Service Center

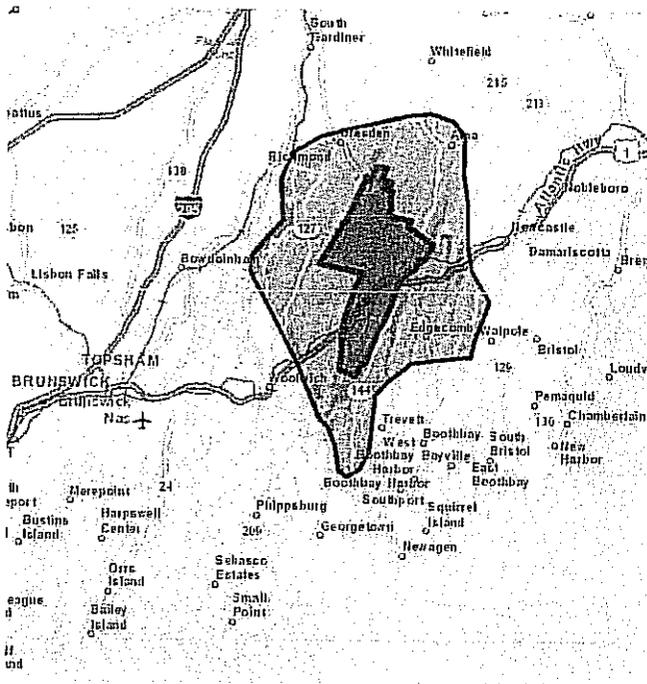
Situated on the tidal Sheepscot River, Wiscasset is the county seat for Lincoln County and service area for the surrounding communities of Edgecomb, Alna, Dresden, Woolwich, Westport Island and neighboring peninsula communities. Nestled in the Mid-Coast Region of Maine, Wiscasset is located on US Route 1, a major state highway servicing eastern Maine. Additional state routes servicing Wiscasset include Route 27, Route 144, and Route 218. Approximately an hour north of Portland; 25 minutes northeast of Brunswick; 25 minutes south of Augusta; and 45 minutes west of Rockland and Camden, Wiscasset is strategically located centrally to several significant Maine cities.

Best known for its charming historic village, eclectic dining experiences at Red’s Eats, quaint bed and breakfast offerings, its inviting Sheepscot River, and as an antique metropolis, Wiscasset offers more than just tourist attractions. The social fabric of the community is best described by the mix of working class families, retirees and summer residents that make up the population. As county seat and service area for neighboring communities, Wiscasset is a commercial core for the region.

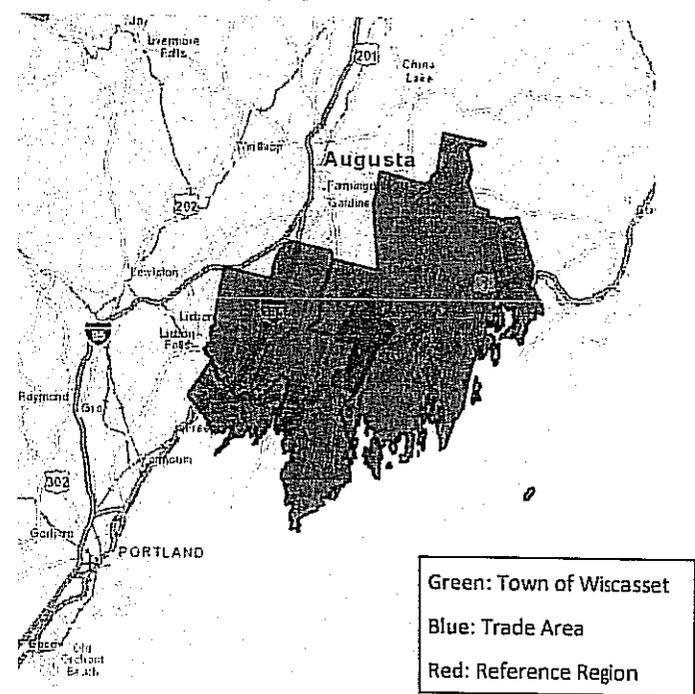
Demographic & Socioeconomic Trends

The following images show the Wiscasset Trade Area for a retail pharmacy in blue, the Town boundary in green, and the reference Region in red.

Town of Wiscasset & Wiscasset Trade Area



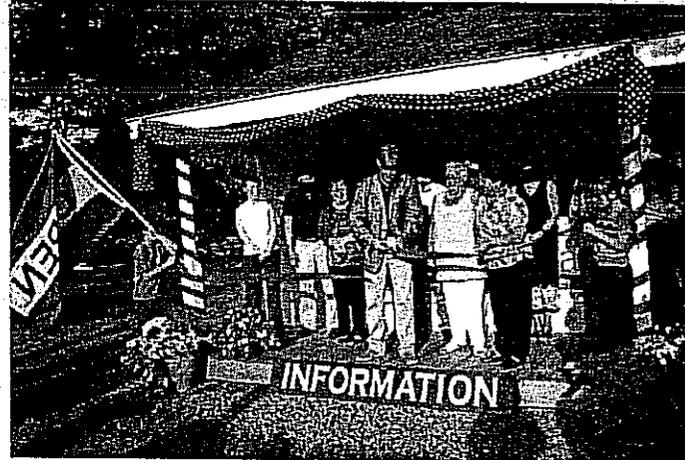
Wiscasset Region: Lincoln, Sagadahoc County, & City of Brunswick



The Trade Area is defined as the geographic area that represents where a new pharmacy in Wiscasset might draw most (60-75%) of its customers from. The Trade Area was delineated based on the location of other drug stores in the surrounding communities, traffic patterns, physiographic characteristics, and local knowledge.

The Region is the area where most Wiscasset residents purchase goods and services and, as shown in the map, includes Lincoln and Sagadahoc Counties and the City of Brunswick. The Region is used as a reference geography; demographic and socioeconomic trends in the Trade Area are compared to trends in the Region and Town of Wiscasset.

Basic Demographic & Socioeconomic Data: The population in the Trade Area is over 10,300, up from its 2000 level of 9,600 and expected to reach over 10,400 by 2017. The Town’s residential population is about 3,900, up from 3,600 in 2000 and expected to reach 4,000 by 2017. The population of the Region is 90,404.



There are currently about 4,300 households in the Trade Area, which is an increase of about 360 from 2000. The number of households in the Trade Area is expected to continue to increase through 2017. The number of households in both the Town of Wiscasset and the Region are expected to increase as well.

Of the three geographies, the Trade Area’s population is the oldest with a median age at 45.7 years. The Region’s population is a bit younger at 44.3 years and the Town is the youngest at 43.6. In all three geographies, the median age is expected to increase by approximately 1-year over the next five years (2012-2017).

Regarding median household income, the Trade Area is at \$49,200 and is akin to that of the Region, which has a median household income of \$49,800. Over the next five years, median household income is expected to increase in all three geographies reaching over \$50,000 in each.

| Basic Demographic & Socioeconomic Data | | | |
|--|----------|----------|----------|
| Town of Wiscasset | 2000 | 2012 | 2017 |
| Population | 3,603 | 3,887 | 4,017 |
| Households | 1,472 | 1,574 | 1,645 |
| Median Age | 39.3 | 43.6 | 44.6 |
| Median HH Income | \$37,035 | \$42,532 | \$50,727 |
| Trade Area | 2000 | 2012 | 2017 |
| Population | 9,628 | 10,347 | 10,421 |
| Households | 3,895 | 4,258 | 4,340 |
| Median Age | 40.3 | 45.7 | 46.7 |
| Median HH Income | \$40,126 | \$49,216 | \$53,919 |
| Region | 2000 | 2012 | 2017 |
| Population | 90,002 | 90,404 | 89,489 |
| Households | 36,425 | 38,551 | 38,602 |
| Median Age | 37.9 | 44.3 | 45.3 |
| Median HH Income | \$40,361 | \$49,814 | \$56,997 |

Source: ESRI

Demographic & Socioeconomic Trends:

Population in the Trade Area is expected to remain relatively stable in the next five years with an annual growth rate of 0.14%, similar to the State of Maine. Population in the Town is expected to grow at a similar rate as the Nation.

The number of households in each geography is expected to increase at a faster rate than the respective populations, suggesting an aging population with children moving out of the home. The annual growth rate in the Trade Area is expected to be 0.38%; similar to the State of Maine.

Median household income in the Trade Area is expected to increase by 1.84% annually over the next five years. The Town is expected to experience the greatest annual increase of all the geographies at 3.59%.

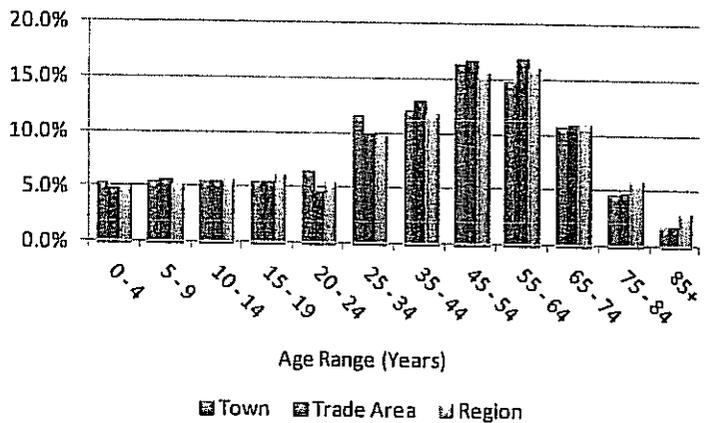
Population Distribution: The population distribution of the Town, Trade Area, and Region by age is quite similar. The Trade Area has a larger percentage of 35 to 74 year olds and the Town has a larger proportion of 20 to 34 year olds. Of the three, the Region has the greatest portion of residents older than 75 years.

Household Income Distribution: Overall, the income distribution of the three geographies is quite similar. Out of the three geographies, the Trade Area has the greatest percentage of households with incomes between \$50,000 and \$99,999.

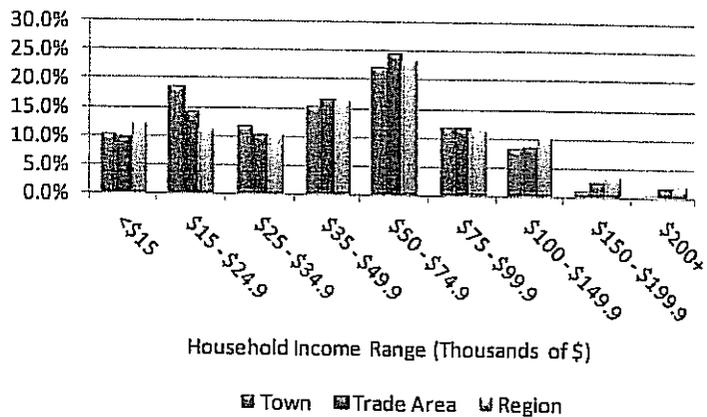
The demographic and socioeconomic data shows that the Wiscasset Trade Area is a mix of people at various stages of their lives and income levels. This is positive for driving pharmacy demand.

| Trends: Projected Annual Growth Rate (2012-2017) | | | |
|--|------------|------------|------------------|
| Geographies | Population | Households | Median HH Income |
| Town of Wiscasset | 0.66% | 0.89% | 3.59% |
| Trade Area | 0.14% | 0.38% | 1.84% |
| Region | -0.20% | -0.02% | 2.73% |
| State of Maine | 0.13% | 0.32% | 3.25% |
| U.S. | 0.68% | 0.74% | 2.55% |

Population Distribution, 2012



Household Income Distribution, 2012



Trade Area Market Trends

Retail Sales/Leakage: Trade Area businesses have about \$90.7 million in sales annually (i.e. "supply"). Businesses in the Health & Personal Care sector (NAICS 446 - includes retail pharmacies) account for about 0.73% (\$664,000) of those sales. Demand by Trade Area residents in this sector, as measured by their spending, is over \$3.9 million meaning that there is a sales gap (demand - sales) of \$3.26 million in unmet demand. If a new pharmacy were to capture 25% of the sales gap, resident spending alone could support a new pharmacy; assuming its sales would be similar to the average sales for pharmacies in Maine (about \$810,000).

The retail sales data also demonstrates the importance of the Town of Wiscasset as a commercial center for the region.

Total retail sales at businesses located in the Town of Wiscasset equate to about \$50 million annually. Consequently, Town businesses account for over 55% of the total sales in the Trade Area.

Market Segmentation: Market segmentation data for the Trade Area were obtained from ESRI's 'Community Tapestry' segmentation model, which classifies consumers according to demographic, socioeconomic, housing, and lifestyle characteristics. Market segmentation is the aggregation of prospective buyers into groups or segments that have similar preferences, values, needs, and will likely react similarly to market conditions. This method is a common practice used by developers, site selectors, and retail business owners to understand the spending habits of consumers in a particular region.

The table below shows the tapestry segments as identified by ESRI for the Wiscasset Trade Area. While much of the information provided in the descriptions does not directly relate to the pharmacy market, this information helps to increase the understanding of the area by providing a high-level overview of consumer behavior in the Wiscasset Trade Area. Additional information about the four Wiscasset market segments can be found by following this link:

<http://www.esri.com/~media/Files/Pdfs/library/brochures/pdfs/tapestry-segmentation.pdf>.

| Trade Area Tapestry Segmentation | | |
|----------------------------------|---------|------------|
| Tapestry Segment | Percent | Households |
| Salt of the Earth | 35.6% | 1,516 |
| Rural Resort Dwellers | 30.6% | 1,303 |
| Midland Crowd | 16.9% | 720 |
| Green Acres | 16.9% | 720 |

Salt of the Earth (35.6%): Sixty-five percent of Salt of the Earth households are married couples with and without children. The median age is 41.8 years. Approximately 20% of the workers are employed in the manufacturing sector and the median household income is \$50,406. Residents typically supplement their income with rental properties, self-employed businesses, etc. These residents are settled, traditional, and hardworking people that have a do-it-yourself nature.

Rural Resort Dwellers (30.6%): These neighborhoods are found throughout the United States in rural, non-farm areas. Household types include empty-nester married couples, singles, and married couples with children. The median household age is 47.6 years, and more than half are aged 55 and older. Although retirement beckons, most of these residents are still working. The median household income is \$47,120 and the median home value is \$181,197. These residents live modestly and have simple tastes.

Retail Sales/Leakage

Total Retail Trade (NAICS 44-45):

Demand: \$89,075,512

Sales: \$90,669,697

Gap: -\$1,594,184

Health & Personal Care (NAICS 446):

Demand: \$3,900,994

Sales: \$664,424

Gap: \$3,256,569

They often work on home improvement projects and work in the garden. Active participants in local civic issues, residents also belong to environmental groups and charitable organizations.

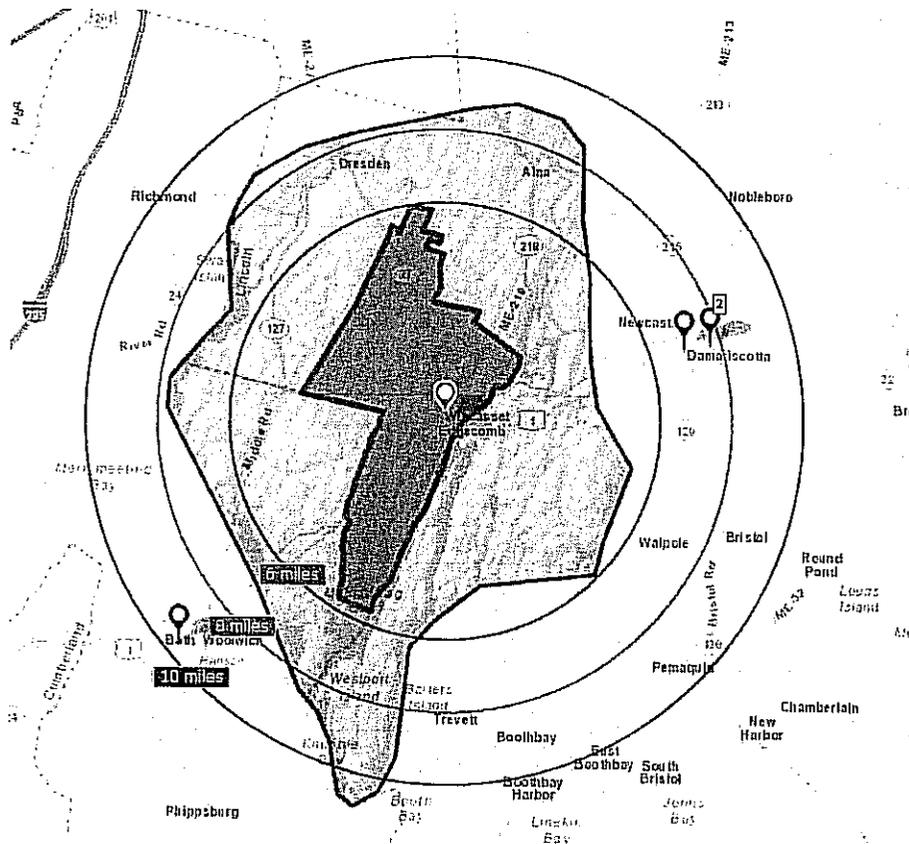
Midland Crowd (16.9%): This is the largest tapestry segment in the Country. The median age is approximately 37.2 years and 62% of households are married couple families and about half have children. Median household income is approximately \$50,096. Residents that work typically hold white collar jobs. Most of these residents live in housing developments in rural villages and towns. Home ownership is 81%. Midland Crowd residents are politically active and tend to be conservative. Proficient do-it-yourselfers, they work on their vehicles, homes, and gardens.

Green Acres (16.9%): Many Green Acres residents are blue collar baby boomers, over 71% of these households are married couples with children aged 6-17, and without children. The medium household income is \$63,430 and occupation distributions are similar to the U.S. Home ownership is high at 86%, and the median home value is \$179,037. Typical of rural residents, Green Acres households own more than one vehicle. Country living describes their lifestyle. These do-it-yourselfers own the necessary power tools for home remodeling/repair and outdoor yard maintenance. Green Acres is a top market for owning a sewing machine. For exercise and fun, these residents ride mountain bikes, go fishing, and paddling.

Underserved Market

Regional drug stores are mapped below (black pins). From the intersection of US Route 1 and US Route 218 (roughly the center of the Town Wiscasset - green), the nearest pharmacy is about 7 miles away in Damariscotta, which is about a 15 minute drive. Residents in the northern portion of the Trade Area (blue) must travel an even greater distance to access a pharmacy. The closest pharmacy to the north is in Gardiner, which is a 20 minute drive from the northern boundary of the Trade Area.

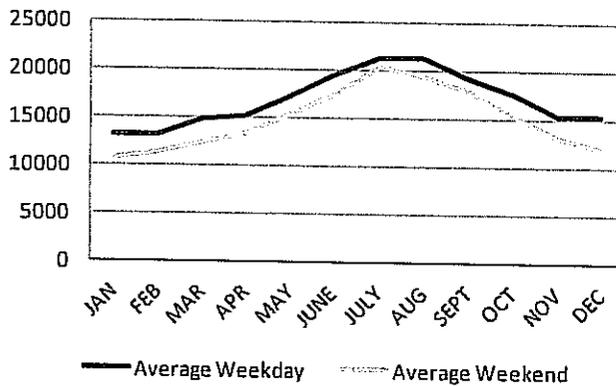
Proximity to Existing Pharmacies



Commuter Data

Traffic Counts: The number of vehicles passing through a region is another indicator of potential demand and Wiscasset is located along an important travel corridor for the region: US Route 1. The annual average daily traffic on US Route 1, which runs north-south through Wiscasset, is 16,350. Traffic along US Route 1 is seasonal, peaking in the summer with over 20,000 vehicles per day.

Daily Traffic Counts:
US 1 (Bath Rd)

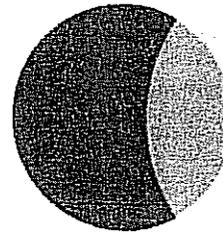


Inflow/Outflow: The Wiscasset Trade Area has over 4,000 working-residents, about 580 of which live and work in the Trade Area, which is illustrated by the overlap of the two circles on the Inflow/Outflow chart. Additionally, almost 3,600 Trade Area residents travel to work outside of the Trade Area (light green circle) and approximately 1,220 individuals that live outside of the Trade Area travel into the Trade Area for work (dark green circle). The 1,220 commuters that travel into the Trade Area for work represent additional potential demand for a pharmacy.

Distance/Direction: Most Trade Area residents that travel for work head southwest on Route 1 (Bath Road) towards Bath. Residents coming into the Trade Area for work originate from all directions, with significant portions coming in from the north and southwest.

| Trade Area Commute | Employees Distance to Home | | Residence Distance to Work | |
|--------------------|----------------------------|--------|----------------------------|--------|
| | Count | Share | Count | Share |
| > 10 miles | 854 | 47.3% | 1,586 | 38.0% |
| 10 to 24 miles | 550 | 30.5% | 1,522 | 36.5% |
| 25 to 50 miles | 252 | 14.0% | 840 | 20.1% |
| 50 miles+ | 149 | 8.3% | 224 | 5.4% |
| Total Jobs | 1,805 | 100.0% | 4,172 | 100.0% |

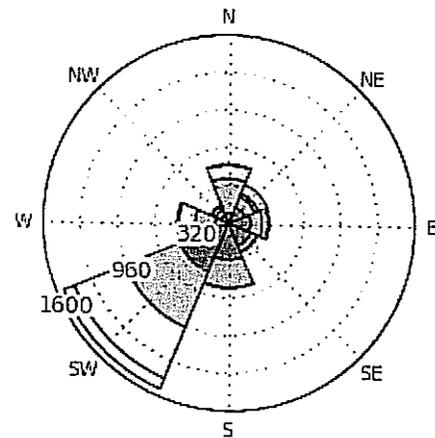
Inflow/Outflow



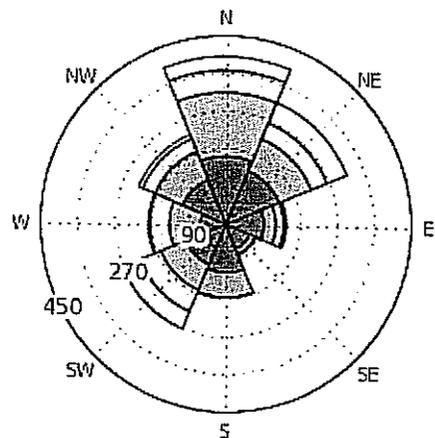
1,218 - Employed in Selection Area, Live Outside
3,585 - Live in Selection Area, Employed Outside
587 - Employed and Live in Selection Area

Distance/Direction

Trade Area Residents Direction Traveled from Home to Work



Trade Area Employees Direction Traveled from Work to Home



Health Care & Social Assistance Industry Overview

Existing Health Care & Social Assistance Businesses: Even though there is not a drug store located in the Trade Area, there are several other businesses in the health care and social assistance sector. Approximately 10 ambulatory care facilities employing 85 workers are located in the Trade Area as well as a handful of hospitals, nursing and residential care facilities, and social assistance facilities. Most of these businesses are located within the Town of Wiscasset, many along US Route 1 (Bath Road). Having this network of health care businesses nearby will be important for a new pharmacy as patients visiting these other health care services will be more likely to stop at a nearby pharmacy during the same trip. Additionally, there may be opportunities for a new pharmacy to partner with one or more of these businesses to provide additional health-related services.

| Trade Area Health Care & Social Assistance Businesses | |
|---|----------------------|
| Business | Address |
| Linda Morris Physical Therapy | 847 West Alan Road |
| Pain Management Center - Midcoast | 721 Bath Road |
| Town Ambulance | 51 Bath Road |
| Lincoln Medical Partners | 49 Hooper Street |
| West Family Chiropractic | 42 Federal Street |
| Wiscasset Spine Center | 49 Hooper Street |
| Wiscasset Family Medicine | 66 Water Street |
| Wiscasset Dental | 93 Churchill Street |
| Just for Grins | 510 Bath Road |
| Branches Homecare | 407 Bath Road |
| Break of Day Corps. | 82 Greenleaf Road |
| Umbrella Mental Health Services | 43 Hooper Street |
| Wiscasset Green | 21 Washington Street |
| Mid-Coast Orthopedics Rehabilitation | 430 Bath Road |
| Wild Grace Wellness Center | 36 Ludwig Road |
| Sheepscot Eye Association | Route 1 |
| Sheepscot Bay Physical Therapy | 49 Churchill Street |
| Sherri Dumber Massage Therapy | 85 Fowle Hill Road |
| Westport Island Massage Therapy | Westport Island |
| Snow Squall Inn Spa & Massage | 5 Bradford Road |

Projected Business Growth: From 2012 to 2017, the health care and social assistance industry in the Town of Wiscasset zip code (04578 - includes Wiscasset and Westport Island) is expected to add 36 jobs and grow by 19%. All of this growth is expected to occur in the industry subsector nursing and residential care.

Data Sources & Additional Information

The data and information provided above was compiled by Camoin Associates for the Town of Wiscasset, ME from the following sources:

- **Commuter Data** - OnTheMap: <http://onthemap.ces.census.gov/>
- **Demographic, Socioeconomic, & Retail Market** - ESRI Business Analyst: <http://www.esri.com/software/businessanalyst>
- **Industry Data** - Economic Modeling Specialists International (EMSI) : <http://www.economicmodeling.com/>
- **Traffic Counts** - State of Maine Department of Transportation via the Town of Wiscasset

In addition, contextual information and feedback for this report was provided by Laurie Smith, *Town Manager*, and Misty Parker, *Director of Planning & Development*.

For more information about opportunities in Wiscasset, please contact:

Laurie Smith, *Town Manager*
Phone: 207-882-8200 x108
Email: townmanager@wiscasset.org

Misty Parker, *Director of Planning & Development*
Phone: 207-882-8200 x106
Email: townplanner@wiscasset.org

Town of Wiscasset
51 Bath Road
Wiscasset, Maine 04578
Website: www.wiscasset.org



Town of Wiscasset

9a

Memorandum

To: Board of Selectmen
Fr: Laurie Smith, Town Manager
Re: Municipal Roof Shingles
Dt: February 13, 2013

Last fall Town staff noticed that the shingles on the Route One side of the Municipal Building were in poor shape and deteriorating quickly. The shingles over the municipal offices were in poor condition whereas the shingles in the rear of the building and over the public safety portion of the building seemed to experience normal wear and tear for their age. The shingles were installed about a decade ago and still under warranty. I have been pursuing a reimbursement for the Town under the available warranty. IKO Industries (manufacturer of the shingles) has responded to the Town's warranty claim by offering a payment of \$5,082.54, which IKO states is a reimbursement for the 570 bundles purchased by the Town. If the Town accepts IKO's release, the Town would not be able to bring any other claim regarding the defective shingles, including any damage discovered down the road to the building. The IKO offer does not cover any installation costs, or building damage. At this point in time, we are unaware of any building damage.

The Town has three options – 1) accept the \$5,082.54 payment and receive the cash now, 2) join the class action lawsuit (if it is still possible) or 3) bring a separate lawsuit and try and recover a higher payment. I have discussed the options with our attorney and he has recommended that we accept IKO's offer. He believes that the class action lawsuit may drag on for a very long period of time and may not end up with the Town receiving a higher payment. The Town also would very likely incur at least \$5,000, if not more, in bringing a separate lawsuit.

I need direction from the Board of Selectmen in determining how we move forward with this claim.

FEB 01 2013



January 29, 2013

Town of Wiscasset C/O Bernstein Shur
Attn: N. Joel Moser
PO Box 9729
Portland, ME 04104-5029

Re: Town of Wiscasset Municipal Building
51 Bath Rd.
Wiscasset, ME
IKO Claim #: 2012-1011-1014

Dear Mr. Moser:

This letter is in response to the concern regarding the IKO shingles the Town of Wiscasset have purchased (the "Original Shingles").

Enclosed is our Goodwill Release of Warranty (the "Goodwill Release"). Kindly sign it where indicated and return it to us within thirty (30) days of the dated letter. Upon our receipt of the Release we will authorize the payment of \$5,082.54 to you for 570 bundles. As this payment is a reimbursement for the original shingles, any warranties are no longer applicable, and therefore there are no claims available to the town of Wiscasset in relation to the building mentioned above, which may arise in the future with regard to the original shingles.

We thank you for your business and we hope we can be of service to you in the future. If you have any questions or concerns, please contact a Warranty Claims Representative by calling 800-433-2811, Monday through Friday 8:00am to 5:00pm Central Standard Time, by email at productconcerns.us@iko.com or via U.S. Mail.

Sincerely,

Andrew Eckert
Warranty Claims Manager (U.S.)

Enc.



INDUSTRIES INC.

GOODWILL RELEASE

WHEREAS, the undersigned Town of Wiscasset purchased asphalt shingles (the "Original Shingles") distributed by IKO Industries Inc., a Delaware corporation (the "Corporation"), which were installed on the roof of building owned by the Town of Wiscasset at 51 Bath Rd, Wiscasset, ME; and

WHEREAS, the undersigned has expressed dissatisfaction with the Original Shingles and requested that the Corporation make a cash payment to the undersigned pursuant to the terms of the Limited Warranty; and

WHEREAS, the Corporation has agreed to reimburse the undersigned with a cash payment and the undersigned has agreed to accept the same in full satisfaction of their claims; and

WHEREAS, it is expressly understood and agreed that this settlement between the undersigned and the Corporation represents the compromise of a disputed claim, and that the action of the Corporation is not to be construed as an admission of liability and shall not be admissible as evidence or admission of liability or wrongdoing.

NOW, THEREFORE, in consideration of the sum of Five Thousand Eighty Two Dollars and 54/100 (\$5,082.54) by and on behalf of the Corporation, THE UNDERSIGNED, ON BEHALF OF THE UNDERSIGNED AND THEIR HEIRS, EXECUTORS, SUCCESSORS AND ASSIGNS OF THE UNDERSIGNED, DOES HEREBY RELEASE AND FOREVER DISCHARGE THE CORPORATION, THE MANUFACTURER OF THE SHINGLES, AND THEIR PREDECESSORS, SUCCESSORS, AFFILIATES, SUBSIDIARIES, PAST AND PRESENT OFFICERS, DIRECTORS, AGENTS, SERVANTS, EMPLOYEES, AND ASSIGNS (TOGETHER REFERRED TO AS "IKO"), FROM (i) ANY AND ALL CLAIMS, CAUSES OF ACTION, AGREEMENTS, PROMISES, DAMAGES AND DEMANDS (TOGETHER REFERRED TO AS "CLAIMS"), OF ANY KIND OR NATURE WHATSOEVER, IN LAW OR IN EQUITY, WHICH THE UNDERSIGNED EVER HAD OR NOW HAS AGAINST IKO OR WHICH THE UNDERSIGNED HEREAFTER MAY HAVE BY REASON OF THE MANUFACTURE, SALE OR INSTALLATION OF THE ORIGINAL SHINGLES BY IKO, WHETHER ARISING UNDER ANY EXPRESS, IMPLIED, CONTRACTUAL OR STATUTORY WARRANTY OR OTHERWISE; AND (ii) ANY AND ALL CLAIMS THAT THE ORIGINAL SHINGLES CAUSE OR CONTRIBUTE TO ANY FAILURE OF A NEW ROOF.

The undersigned represents and warrants that he or she has authority to sign this Goodwill Release on behalf of Town of Wiscasset.

The undersigned has executed this Release on behalf of Town of Wiscasset on _____ Date

X _____ X _____
(Signature) (Print)

Claim #: 2012-1011-1014

February 6, 2013

96.

To: Board of Selectman

From: Bill Curtis, Selectman

Subject: Fire Station Study Committee

At recent Selectboard Goal meetings the subject of replacing the Fire Station was discussed briefly. The major issues with the existing station are inadequacies relative to housing and storage of apparatus. I recommend a committee of five (two from the Fire Department, two from the community at large, and one from the Board of Selectmen) be appointed to study this concern. A recommendation should be offered for location, design, and cost within three years.

The following is a list of tasks for the Committee to address.

I suggest the committee evaluate four major categories, 1) Statutes, 2) Mandates 3) HAZWOPER upgrading, and 4) General Facility Review for location, layout, cost and funding. The keystone to this evaluation is compliance with ISO criteria; ISO setting the standard for Municipal Insurance Rating Certification.

While evaluating ISO criteria, the committee will likely discover a technique for dovetailing Statutes, NFPA, OSHA, and EPA-DEP.

Statutes

M.R.S.A 30- M.R.S.A. 3515 – 9157, and 5172 Fire Protection
M.R.S.A. Section 25 Fire Protection & Hazardous Materials
Hazardous Materials
NFPA Fire Service Assessment

Mandates

The State of Maine has adopted U.S.DOL-OSHA Standards by reference. The following, but not necessarily limited standards, also need review 29CFR1910 Sub-Part I Personal Protection, 29CFR1910 Sub-Part S Electrical, 19CFR1910.134 Respiratory Protection, and 29CFR1910.146 Confined Space.

Emergency Response (HAZWOPER)

- Management of MSDS sheets,
- National Response Team Integrated Response Plan (ICP),
- 29CFR1910.119 Process Safety Mgt,
- 29CFR1200 Hazard Communications,
- 29CFR120 Hazardous Waste Operations

General Facility Review

- Location, Layout, Cost and Funding.
- The committee should visit “Central Fire Stations” built within the last ten years, i.e. Freeport, Topsham, Brunswick, and Damariscotta.
- Several concepts exist that could be modified slightly to fit Wiscasset. Using existing designs, not re-inventing the wheel, is considerably less costly.
- Note: Brunswick has a qualified HAZWOPER Operation that will provide you with hands-on valuable information.
- At this stage of the process it appears that the facility should be in the range of 20,000 square feet.
- The study must include source of funding, i.e. USFA funding, USDA low interest loan, Entrepreneurial Grant Sources etc.
-

Along the way, the committee must make periodic reports to the public and Municipal Officers soliciting their comments. This committee should have an approximate funding level of \$6,000 to cover a recording secretary, entries on the Town website and transportation costs.

cc: Laurie A. Smith, Town Manager

9c

Collective Bargaining Agreement

between

TOWN OF WISCASSET

and

WISCASSET POLICE ASSOCIATION

DURATION: July 1, -2012 -June 30, 2015

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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 Police 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 Compensatory Time — Employees may elect to earn compensatory time in lieu of cash overtime. Accrual is limited to thirty hours (30) in any fiscal year on a use and replenish basis. Employees may request the use of compensatory time through the Chief of Police. Any unused compensatory time left on the books at June 30 of each year shall be paid to the employee through payroll.
- 5.4 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:

| | |
|---------------|-----------|
| Start-6 years | 80 hours |
| 7-11 years | 120 hours |
| 12-19 years | 160 hours |
| 20+ years | 200 hours |

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 March 1, 2013, the Employer will provide Maine Municipal Employee Health plan POS-200, 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 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 a Plan option other than POS-200 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 Plan Contribution

As of January 1, 2012, the Town of Wiscasset will offer the following options to qualified bargaining unit employees. The qualified employee has the option of choosing only one of these offerings.

1. A plan through ICMA-RC for employees who work 1,000 hours or more per year. Employees will receive a matching contribution from the Town up to 6%.

Regular Plan AN with Maine Public Employees Retirement System for employees who work 1,000 hours or more per year. The eligible employee may also buy back past years of service,

upon the employee's full payment of all associated costs.

- 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.

- 7.8 The Town will provide annually to each employee enrolled in the health insurance plan an employee benefit card and will credit to that card either \$200 for single employees or \$400 for employees with dependents.

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.

- 8.4 Cell Phone — The Sergeant will be paid a cell phone stipend of twenty-five dollars (\$25.00) per month.

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. 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 July 1, 2012 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 |
|--------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| 7/1/12 | 15.64 | 16.32 | 16.59 | 17.07 | 17.58 | 18.10 | 18.65 | 19.21 | 19.78 | 20.38 | 20.98 |
| 7/1/13 | 15.95 | 16.65 | 16.92 | 17.41 | 17.93 | 18.46 | 19.02 | 19.59 | 20.18 | 20.79 | 21.40 |
| 7/1/14 | 16.27 | 16.98 | 17.26 | 17.76 | 18.29 | 18.83 | 19.40 | 19.99 | 20.58 | 21.20 | 21.83 |

Sergeant and/or Lieutenant

| | |
|-------------------|-------|
| Eff. July 1, 2012 | 21.35 |
| Eff. July 1, 2013 | 21.77 |
| Eff. July 1, 2014 | 22.21 |

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 based on a successful performance evaluation.

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 On July 1, 2013 and again on July 1, 2014, the Sergeant is eligible for a performance based step of \$.25 per hour based upon successful completion of the performance evaluation by the Chief.
- 18.5 When designated by the Town Manager to be the Acting Police Chief, the Sergeant shall be paid an additional \$.50 per hour.

**SECTION 19
DURATION**

Duration of this Agreement — This Agreement shall be effective July 1, 2012 to June 30, 2015 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 _____ day of January 2013.

For the WISCASSET POLICE ASSOCIATION

For the Town of Wiscasset

Kathy Williams, WPA

Pamela Dunning, Selectman

James Beaulieu, ME United LLC

Ed Polewarczyk, Selectman

DATE:

Judith Colby, Selectman

William Curtis, Selectman

Jefferson Slack, Selectman

9 d.

COLLECTIVE BARGAINING AGREEMENT

Between

THE TOWN OF WISCASSET, MAINE

And

DISTRICT LODGE #4 of the

INTERNATIONAL ASSOCIATION OF MACHINISTS AND

AEROSPACE WORKERS and ITS LOCAL LODGE S/89

For

SUPPORT STAFF UNIT

Effective July 1, 2012 through and including June 30, 2015

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PREAMBLE

Pursuant to Title 26, Maine Revised Statutes Annotated, Chapter 9A, the Municipal Public Employees Labor Relations Law, this agreement dated May 28, 2010 is entered into by the Town of Wiscasset (hereinafter the "Town") and District Lodge #: 4. International Association of Machinists and Aerospace Workers ("IAMAW"). Local Lodge S/89 (hereinafter 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.

ARTICLE I RECOGNITION

Section 1. Recognition

Pursuant to 26 M.R.S.A. § 962(2), the Town recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating wages, hours, working conditions, and contract grievance arbitration for employees holding the positions of Town Clerk and/or Excise Tax Collector and/or Registrar of Voters, Tax Collector and/or Treasurer, Code Enforcement Officer, Assessor and/or Assessors Agent, Recreation Program Director, Recreation Aquatics Director, Recreation Facilities Director, as determined by the Maine Labor Relations Board's Election results dated January 20, 2004, and who are public employees as defined by 26 M.R.S.A. § 962(6).

Section 2. Representatives

The Union agrees to furnish the Town with the names of its authorized representatives.

ARTICLE II MEMBERSHIP

The following provision shall take effect on the date of this Agreement and remain in effect unless or until it is determined to be a violation of 26 M.R.S.A. § 964. (I-B) by the Supreme Judicial Court of Maine.

Any present or future full time employee who is not a Union member and who does not make application for membership in the Union shall exercise one of the following options: (1) pay to the Union each month a service charge in an amount permitted and authorized by law as a contribution toward the administration of the Agreement. (2) pay no service fee, except that the Union may charge a fee to be determined by the Union for each case in which the employee requests Union representation. Once an employee becomes a member of the Union he must maintain his membership in the Union until sixty (60) days prior to the expiration of the agreement, at which time he or she may re-exercise membership or choose option (1) or (2).

Should the person object to the amount charged he or she shall follow the International Association of Machinists and Aerospace Workers Objection Procedures, which are published annually.

ARTICLE III CHECK OFF

On receipt of a signed authorization form from an eligible bargaining unit employee, the Town will deduct from the employee's pay an amount necessary to satisfy his/her financial obligations to the Union during the period provided for in said authorization. The Financial Secretary of the Local Lodge will certify the amount. Deductions will be made from the first paycheck of the employee after receipt of the authorization and weekly thereafter. No deductions will be made during an employee's probationary period.

In deducting dues or fees from an employee's pay, the Town serves as a fiscal agent. The authorization or withdrawal of authorization for dues deduction by an employee does not affect the right, obligation or agreement for the payment of dues, which is subject to Article II. Membership and to any other agreement between the employee and the Union. If an employee notifies the Town in writing that his or her authorization for dues or service fee deductions is withdrawn, the Town will notify the Union immediately and will cease deducting dues or fees in the next pay period following notification to the Union.

Deductions provided in the preceding paragraph will be remitted to the Financial Secretary of the Union no later than the tenth (10th) day of the month following the month in which the deduction was made and will include all deductions made in the previous month. The Town must furnish the Financial Secretary of the Union, on a monthly basis, with a record of those for whom deductions have been made and the amounts of the deduction, and the names of those employees for whom deductions were not made and the reasons they were not made.

The Union agrees to indemnify and save the Town harmless against all claims and lawsuits which may arise by reasons of any action taken in making deductions of said dues and premiums and remitting the same to the Union pursuant to this Article, and will reimburse the Town for legal or other actual expenses incurred from such claims or suits or threats of same from the Union.

ARTICLE IV DEFINITIONS

When used in this Agreement, the term "grievance" means any disagreement, difference, or dispute raised by any employee or by the Union on an employee's behalf, concerning an alleged violation by the Town of a specific provision of this Agreement. When used in this Agreement, the term "days" means work days unless specifically stated otherwise. When used in this Agreement, the term "employee" means a member of the bargaining unit unless specifically stated otherwise. When used in this Agreement, the term "temporary full time employee" means any person hired on a temporary basis who is working on a full time basis.

In referring to employees the masculine gender is used solely for convenience and will refer to both males and females.

ARTICLE V RULES AND REGULATIONS

When existing rules or regulations are changed, or when new reasonable rules are established they shall be posted prominently not less than ten (10) days prior to becoming effective. Prior to posting, all rules or regulations, except emergency rules and regulations, will be mailed to District Lodge #4, 698 Lisbon St., Lisbon Falls, Maine 04252 by regular mail at least fifteen (15) days prior to the effective date of the rules or regulations.

It is agreed that Bargaining Unit members shall not be disciplined or discharged \without the existence of just cause.

ARTICLE VI WORK HOURS AND WORK SCHEDULE

Section 1. Work Hours

Employees are expected and required to work as necessary in order to accomplish their duties. Although an employee's work hours and workload may vary from week to week, it is not the Town's intent that any employee be required to work excessive hours over an extended period of time. If an employee's workload is requiring the employee to work excessive hours over an extended period in order to accomplish the work, the employee should consult with his or her supervisor or the Town Manager. If it is determined that the work assigned to the employee is excessive, the Town will make suitable changes to alleviate the employee's hours and workload.

Section 2. Work Schedule

The current hours of operation of Town Hall are 8:00 a.m. - 4:00 p.m. Monday through Friday. If hours of operation of Town Hall change such that work schedules of employees are affected, or if for operational reasons the Town otherwise determines that there will be a change in the hours or schedules of one or more employees, the Town will notify the Union fifteen (15) days in advance of the planned change. Before the change takes effect, and if the Union so requests, the Town and the Union will meet to discuss the changes in hours and work schedules. The notification period does not apply to temporary or incidentals changes in hours or work schedules that may be required on a short-term or emergency basis or in other unusual and temporary circumstances.

Section 3. Overtime

The Town will comply with overtime requirements of the Fair Labor Standards Act, including but not limited to requirements, if and as applicable, for the payment or accrual of time and one half after an eligible, non-exempt employee has worked 40 hours of actual work in a work week. The Code Enforcement Officer position will be treated as a non-exempt position.

Section 4. Compensatory Time

Employees in the positions listed above are exempt from the fair Labor Standards Act, and as such, are not entitled to overtime payment for the hours worked beyond their normal work week.

The Town recognizes that there may be times when the demands of an employee's position require that the exempt employee work beyond their normal work hours to finish the requirements of the job. Exempt employees may earn and record compensatory time up to a maximum of forty (40) hours at any one time. No additional compensatory time hours shall be earned when an employee is at the maximum accrual of forty hours. Once an employee has used some of the compensatory time, they may accrue new compensatory time up to the forty hour limit. Compensatory time earned each week shall be recorded on each employee's timesheet and submitted to their supervisor for approval.

The compensatory time earned in this section has no cash value either while the employee is employed with the Town or upon separation of employment. Employees are encouraged to take the compensatory time off when possible in recognition of the additional time worked on behalf of the Town. Employees are expected to coordinate the time off with their immediate supervisor to ensure continuation of Town services.

All previously earned compensatory time off is eliminated as of the settlement of this agreement.

Section 5. Attendance

When an employee is unexpectedly absent from work, he or she is required to notify the department head or Town Manager, as applicable, by telephone at or before the start of the work day, unless an emergency arises which prevents prior notification. If an emergency arises that prevents prior notification, the employee will notify the supervisor as soon after the start of the work day as possible.

**ARTICLE VII
ACTING CAPACITY**

An employee may be requested or required to serve in a position in a temporary acting capacity when the Town's operational needs so require. Except by mutual agreement, acting capacity assignments will last no longer than thirty (30) workdays. When the acting capacity position is outside the bargaining unit, the employee will not lose status, pay or benefits to which he or she would be entitled under the Agreement. If the acting capacity assignment lasts more than ten (10) workdays, the employee will receive the salary or wages, if higher than his or her regular rate, and any additional or more favorable benefits that are attached to the position that he or she is filling. This section does not apply when the Assessor's Agent is appointed Acting Town Manager.

**ARTICLE VIII
NO DISCRIMINATION**

Neither the Town nor the Union will discriminate against any employee because of race, creed, religion, gender, sexual orientation, national origin, marital status, disability or veteran status.

**ARTICLE IX
NO STRIKE NO LOCKOUT**

The law and the protection of the public health, safety and welfare demands, and the Union agrees, that the permanent members of the Bargaining Unit do not have the legal right to strike or engage in any work stoppage or slow-down during the life of this Agreement, and the Town will not conduct any illegal lock-out.

**ARTICLE X
PAY SCHEDULE AND
LICENSE COST REIMBURSEMENT**

Section 1. Pay Schedule

Payday is currently on Friday of each week. Should the Town determine, for operational and economic reasons, to have a bi-weekly pay schedule or a different day of the week for payday, it will provide forty five (45) days notice to employees and the Union in advance of the effective date of the change.

Section 2. License Cost Reimbursement

Employees who are required to achieve or maintain licenses or certification will be reimbursed for the reasonable costs of maintaining or obtaining those licenses and certifications. In order to be reimbursed, an employee must notify the Town Manager in advance of the anticipated costs of maintaining or obtaining his or her license or certification and the actions that are required to do so.

**ARTICLE XI
INSURANCE & RETIREMENT**

Section 1. Health Insurance

Health Insurance coverage will be provided to all employees and their dependents. The Health Insurance policy shall be the Maine Municipal Employees Health Trust coverage, POS-200. Employees enrolled in the health insurance plan are eligible to sign up for the pretax contributions of any employee contribution to eligible insurance premiums, consistent with the

Internal Revenue Service' s rules and regulations regarding Section 125 Plans. Enrollment allows for weekly health insurance deductions to be made with pre-tax dollars. No Social Security, Medicare, Federal or State Income Taxes will be paid on the health insurance contributions, unless otherwise required by law.

Effective July 1, 2010, employee contributions for health insurance coverage shall be as follows:

| | Pre-2003 Hires | | Post 2003-Hires | |
|--------------|----------------|----------|-----------------|----------|
| | Employer | Employee | Employer | Employee |
| Jan. 1, 2012 | 90.0% | 10.0% | 80.0% | 20.0% |

Section 2. Retiree Health Insurance

Retiree health insurance will be paid on the following basis for any bargaining unit employee who was (a) hired on or before April 1, 2003; (b) who retires from Town employment; and (c) who meets the following criteria. The employee must have completed twenty (20) years of employment or service with the Town, with at least five (5) years of employment immediately prior to retirement *and have reached age 55*. If those conditions are met, the Town will provide health insurance coverage for the retired employee 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.

Any employee who is over 50 and is qualified for this benefit and retires prior to December 31, 2013 will receive the benefit provided in this section. Eligible employees retiring after December 31, 2013 will share in the premium cost in the same manner as the active employees at the level provided for pre-2013 employees.

Section 3. Health Insurance Buyout

Employees not electing coverage under the health insurance plan offered by the Town will receive a \$200.00 per month health insurance buyout on annual proof of comparable health insurance coverage.

Section 4. Dental Insurance

The Town will participate in a group dental plan. The Town will pay 85% of the applicable premium for dental insurance coverage under the plan for all eligible employees and their dependents.

Section 5. Other Insurances

With authorization by the employee, the Town will make payroll deductions and forward those deductions for other insurance programs for which the Town is providing this payroll deduction service as of the effective date of this agreement.

Section 6. Deferred Compensation Plan Contribution

As of January 1, 2012, the Town of Wiscasset will offer the following options to qualified bargaining unit employees. The qualified employee has the option of choosing only one of these offerings:

1. A plan through ICMA-RC for employees who work 1,000 hours or more per year. Employees will received a matching contribution from the Town up to 6%.
2. Regular Plan AN with Maine Public Employees Retirement System for employees who work 1,000 or more hours per year. The eligible employee may also buy back past years of service, upon the employee’s full payment of all associated costs.

Section 7.

The Town will provide annually to each employee enrolled in the health insurance plan an employee benefit card and will credit to that card either \$200 for single employees or \$400 for employees with dependents.

**ARTICLE XII
HOLIDAY PAY**

Subject to these rules, the following holidays are paid holidays for full time employees:

| | |
|-----------------------|------------------------|
| New Year’s Day | Labor Day |
| Martin Luther King | Columbus Day |
| Washington’s Birthday | Veterans’ Day |
| Patriots’ Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Independence Day | Christmas Day |

Unless otherwise required by law, if one of the above holidays falls on a Sunday, the following Monday is considered the holiday: if on a Saturday, the preceding Friday is considered the holiday. The Board of Selectmen may determine any other holiday by proclamation. All employees must work the last work day before and the first work day following the holiday to receive the holiday pay, unless otherwise approved in advanced by the employee’s department head.

An employee who, with prior approval of the Town Manager or department head as applicable, works on a recognized holiday will receive compensatory time for the holiday time worked on an hour for hour basis. Such compensatory time may be used subject to operational needs and with the prior approval of the Town Manager or department head, as applicable.

**ARTICLE XIII
VACATION LEAVE**

All full time employees will be awarded annual vacation leave based on the anniversary date of hire, and leave will be available from anniversary date to anniversary date with pay according to the following schedule:

| | |
|---|--|
| After one (1) year and up to and including five years anniversary | 80 hours |
| After five (5) years anniversary | 80 hours plus eight (8) hours earned for each year over 5 years employed up to and including 10 years. |
| After ten (10) years anniversary | 120 hours plus eight (8) hours earned for each year over 10 years employed up to and including 15 years. |
| After fifteen (15) years anniversary | 160 hours plus eight (8) hours earned for each year over 15 years employed up to and including 20 years. |
| After twenty (20) years anniversary | 200 hours plus eight (8) hours earned for each year over 20 years employed up to and including 25 years. |
| After twenty-five (25) years anniversary | 240 hours plus eight (8) hours earned for each year over 25 years employed up to and including 30 years. |
| After thirty (30) years anniversary | 280 hours plus eight (8) hours earned for each year over 30 years employed up to and including 35 years. |

If a holiday falls within a vacation period, the vacation time will be extended by one workday. All vacations will be taken during the time approved by the employee's department head. Employees are expected to utilize available vacation time during the year in which it was accrued. However, up to 80 hours of vacation time may be carried over from the anniversary date of one year to the anniversary date of the next year. No vacation time may be taken until one year of employment has been completed and the probationary period has been completed.

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

Accrual of vacation leave will be calculated based on an employee's initial date of hire. If there is a conflict or an operational burden in scheduling simultaneous or overlapping vacations among one or more employees, seniority will be considered as one factor in determining the vacation schedule among employees.

Employees leaving the employment of the Town will be compensated for all accrued and unused vacation, except that any employee who is terminated for cause will be compensated for one-half (1/2) of the accrued and unused vacation leave.

**ARTICLE XIV
SICK LEAVE**

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

Each full time employee covered by this Agreement will earn sick leave at the rate of one (1) day for every month of service, accruing to a maximum of one hundred twenty (120) days. Employees leaving the employment of the Town will be compensated monetarily for one-half (1/2) of all unused accrued sick leave.

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

Absences for a part of a day that are chargeable to sick leave will be charged proportionately in an amount not less than one half hour.

Sick leave usage must be recorded accurately and timely in order to be paid. The Town Manager or his or her designee has authority to investigate and remedy any suspected cases of abuse of sick leave and to require an employee, if there is reasonable basis to believe that abuse has occurred or is occurring, to provide medical documentation of the need for absence. Abuse of sick leave is a basis for discipline.

**ARTICLE XV
BEREAVEMENT LEAVE**

In the event of a death in the immediate family of an employee in the bargaining unit, that employee will be granted four (4) days off without loss of pay. Immediate family is defined as spouse, child, parent, stepparent, stepchild, foster-child living with the employee and significant other.

In the event of a death in the extended family of an employee in the bargaining unit, that employee will be granted two (2) days off without loss of pay. Extended family is defined as sibling, step-sibling, half-sibling, grandparent, parent in-law, grandparent in-law, brother-in-law, sister-in-law, aunt and uncle.

For the purposes of this Article, "significant other" is an individual with whom the employee has a relationship, when neither is married, and that relationship is intended to remain indefinitely; and where there is a joint responsibility for each other's common welfare, there are significant shared financial obligations and there is a shared primary residence.

ARTICLE XVI COURT LEAVE

Bargaining unit employees called for jury service will receive their regular salary from the Town during jury service, less the amount received for serving on the jury. Any employee subpoenaed as a witness on behalf of any local, county, state or national government as a result of an occurrence arising out of his or her employment with the Town will be granted Court Leave and will receive their regular salary from the Town during such service, less the amount received for serving as a witness. Employees who turn in their compensation for Court Leave duty shall receive their normal pay for such jury duty.

ARTICLE XVII LEAVE OF ABSENCE

Section 1. Reasonable Purpose

Leaves of absence without pay may be granted, at the discretion of the Town Manager, for a reasonable purpose, including for medical or health reasons. No leave of absence will be granted to any employee for the purpose of accepting other employment. To the extent feasible, and if operations permit and if a position is available, an employee will return to the same or a similar position at the end of the leave of absence period.

Section 2. Family and Medical Leave

The Town will comply with all applicable requirements of state and federal family medical leave laws.

Section 3. Educational Leaves

Educational leaves without pay may be granted by the Town Manager at the discretion of the Town. The educational leave shall be for the purpose of upgrading the individual's work-related skills or professional ability. Employees may also request time off without pay to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade their work related skills or professional ability. If participation by the employee in the educational program is at the request of the Town, the Town will pay full costs of the program including wages and benefits.

Section 4. Military Leave

Military leave shall be granted in accordance with the provisions of State and Federal laws.

Section 5. Union Training Leave

An employee may request time off to attend union sponsored training or conferences, and such request will be evaluated in light of operational considerations and will not unreasonably be denied. Time off for this purpose will be unpaid. No more than five consecutive days will be given for this purpose and, regardless of other operational considerations, at any time only one employee may receive time off to attend union sponsored training leave.

**ARTICLE XVIII
MILEAGE ALLOWANCE**

Employees who use their own personal vehicle for the execution of their jobs will be reimbursed for all required and authorized miles. The rate of reimbursement will be the Internal Revenue Service rate. All submissions for mileage reimbursement shall be on pre-approved forms. Requests for mileage reimbursement shall be submitted on a monthly basis to the employee's immediate supervisor.

**ARTICLE XIX
BULLETIN BOARDS/ MEETING PLACE**

The Union may use the present bulletin boards for posting notices to its membership. The Union may use the Town premises for Union meetings with the Town Manager's prior approval.

**ARTICLE XX
TRAINING**

Both the Town and its employees benefit from a provision for training opportunities, at a reasonable expense to the Town, which are either approved or mandated by the Town Manager. Training programs shall be designed to improve the quality of performance and bring about more efficient and/or economical operations. Employees covered by this Agreement shall receive pay at the regular base rate for actual time spent in approved training when such training is authorized in advance by the Town Manager.

**ARTICLE XXI
EDUCATIONAL INCENTIVE**

In order to aid in the professional development of employees covered by this Agreement, the Town agrees to assist those employees through an educational incentive plan with the following provisions:

1. All requests must be submitted in writing, by the employee to the Town Manager, including the course name and the amount of tuition.

2. The employee shall receive prior approval from the Town Manager before registering for any class and the approval shall be at the sole discretion of the Town Manager.
3. No course may interfere with the employee's work schedule.
4. All courses for which reimbursement is requested shall be part of a degree program or related to the employee's job.
5. After the successful completion of the course, the employee shall be reimbursed. Successful completion shall mean at least a "C" or better in undergraduate course work and at least a "B": or better in graduate course work.

Preference will be given to employees on a rotating basis when courses are available.

ARTICLE XXII HEALTH & SAFETY

All non-emergency safety violations, hazards and concerns must be brought to the attention of the employee's immediate supervisor by submitting, in writing, a memorandum delineating the nature of the violation, hazard or concern, its location, and any suggested remedial action. The immediate supervisor will investigate the report and will determine what action needs to be taken, if any. The supervisor will send a copy of the report to the Town Manager. The supervisor will respond to the memorandum in writing within a reasonable period, generally within ten (10) workdays, indicating what remedial action, if any, is required and the anticipated time for the action. In the absence of the immediate supervisor, all such memoranda must be forwarded directly to the Town Manager.

ARTICLE XXIII PERSONNEL FILES

On reasonable notice, an employee, or the employee's authorized designee as designated in writing, has the right to inspect his official personnel file. Inspection must be during normal business hours and conducted under the supervision of the Town Manager's Office. An employee or designee has the right to make duplicate copies for his use.

Written reprimands involving alleged violations may not be placed in an employee's personnel file unless the employee is first given a copy of the reprimand. Within ten (10) days of the receipt of the reprimand, the employee has the opportunity to respond to the reprimand in writing, and the response will be placed in the personnel file.

ARTICLE XXIV REDUCTION OF THE BARGAINING UNIT

Section 1. Layoffs

If a layoff, reduction in force or elimination of a position occurs, the Town will determine which position(s) or classification(s) will be affected. If there is more than one incumbent in the

position(s) for classification(s), the most senior employee who can fulfill all requirements of the job will be retained.

Section 2. Notice of Layoff

Employees laid off due to Town action will not be laid off for a minimum period of 30 calendar days from the date of the Town action and shall have preference for any job opening within the bargaining unit for which the employee is qualified for a period of twelve (12) months from the date of his or her layoff.

Section 3. Severance Package

In the event of any layoff the Town will pay to each affected employee a severance package that will consist of the following:

1. Two (2) weeks pay for each year of employment, up to a maximum of twelve (12) months.
2. Continuation of benefits for one (1) month for each year of employment, up to a maximum of four (4) month.

Severance pay will be paid to the affected employee(s) in the final paycheck with the Town.

**ARTICLE XXV
SENIORITY**

Section 1. Seniority

Seniority is based upon the length of continuous permanent employment, including past elected official time. Seniority commences with wages paid as a regular permanent employee regardless of time of the job offer or acceptance of employment. Seniority is forfeited when an employee becomes separated, either voluntarily or involuntarily, from employment by the Town. Seniority will continue if any of the following occurs:

- a. Layoff due to reduction in force if an employee is recalled within one (1) year.
- b. Any authorized paid or unpaid leave of absence.

Section 2. Seniority List

The Town Manager will establish a seniority list for the bargaining unit and the list will be updated on the first of January of each year and posted at bulletin boards at the Town Office and Recreation Facility.

Section 3. Seniority Consideration

In selections for promotion and in filling vacancies, the Town will give consideration to an employee's seniority as one criterion for the decision. Skills, abilities and qualifications will be the determining factors in any such decision by the Town.

ARTICLE XXVI SHOP STEWARD

There will be one shop steward and one Alternate, whose names will be provided to the Town Manager. The Steward and Alternate will not be from the same department (Town Hall and Recreation). The Alternate will act instead of the Steward only when the Steward is incapacitated, or when a grievance arises or otherwise must be investigated or processed from the Alternate's department. With prior notice to and approval of the Town Manager, non-employee representatives of the Union will be granted access to the locations where Union members are working for the purpose of administering the Agreement at times and locations that will not interfere with any employee's work or operations of the Town. The Steward or Alternate may be granted time away from work for the purpose of investigating and processing grievances, consistent with the responsibilities and limitations contained in this Article. Such time, not to exceed 25 hours per year in the aggregate for both the Steward and Alternate, will be paid by the Town at the Steward's or Alternate's regular rate of pay. Any additional time must be taken as vacation or personal leave or from other accrued leave, though not from sick leave. At no time will the Steward and Alternate both be involved in investigating, processing or meeting on a grievance.

ARTICLE XXVII CONTRACT ADMINISTRATION

When a problem or question arises concerning the administration of this Agreement, or when the parties otherwise mutually agree that it would be constructive, the parties agree to meet and discuss issues arising under the Agreement with the goal of avoiding or resolving potential problems or disputes.

ARTICLE XXVIII MANAGEMENT RIGHTS

The Town has and will continue to retain the sole and exclusive right to manage its operations and retains all its management rights, whether exercised or not, unless specifically abridged or abrogated by this Agreement. These rights, which would in any event be inherent and non-delegable rights and obligations of the Town to manage its operations, include but are not limited to the right to determine the mission, location and size of all departments, facilities and operations; the right to direct the Town work force and to determine the size, composition and duties of the work force; the right to design and administer a performance evaluation system or otherwise measure the performance of employees; the right to establish specifications for each position and to classify or reclassify new or existing positions; the right to eliminate positions or

make temporary layoffs; the right to contract out for goods and services; the right to determine operating budgets; the right to install new, changed or improved methods of operations; the right to maintain the efficiency of the municipal operations entrusted to the Town and its officers and managers; and the right to take actions that may be necessary to carry out the mission of Town government in the event of an emergency.

ARTICLE XXIX WORK CONDUCT AND RESPONSIBILITIES

1. General: All employees are expected and required to treat the public with promptness, patience, courtesy and respect. Employees in the bargaining unit have access to confidential information pertaining to persons or property in the Town. Employees may not use this privileged information to their private advantage or to the advantage of anyone else. No employee may release any information, except in response to an appropriate request under the Maine Right to Know Law. Employees are expected to conduct themselves at all times during their hours of employment in a manner that will bring no discredit to their Department or to the Town.
2. Local Political Activity: While working for the Town, employees will refrain from seeking or accepting nomination or election to the Board of Selectmen. Town employees may not circulate petitions or campaign literature for elective Town officials or be in any way concerned with soliciting or receiving subscriptions, contributions, or political service from any person for any political purpose pertaining to town government during working hours. This rule is not to be construed to prevent Town employees from beginning, or continuing to be members of any political organization, from attending political meetings, from expressing their views on political matters, or from voting with complete freedom in any local state or national election.
3. Conflict of Interest: No Town employee who is authorized to make purchases shall have any interest either directly or indirectly in any purchase or any contract with the Town. No Town employee shall sell materials to the Town or in any way award any type of contract or proposal for purchases or services in which they have a direct or indirect interest other than through a sealed bid process.
4. Receipt of Gifts: Town employees are prohibited from soliciting or accepting any gift, gratuity, favor, installment loan, or any other item of monetary value from any person within or outside Wiscasset Town Government employment whose interest may be affected by the employee's performance or non-performance of official duties. This shall not preclude Town employees from receiving food or other thank you items from the public for their faithful service to the Town.
5. Outside Employment: A Town employee may engage in outside employment if, in the opinion of the Town Manager, it does not interfere with job performance and so long as it does not conflict with the best interest of the Town.

**ARTICLE XXX
MISCELLANEOUS PAY PRACTICES**

Section 1. Fire and Emergency Personnel

When an employee is called out by the Fire/Rescue Chief during working hours, they shall be compensated just as they were on the job. This provision does not restrict the Town's right to determine, based on operational considerations, that an employee cannot respond to the call-out because of pressing work needs.

Section 2. Phone Call Reimbursement

Employees will be reimbursed for the reasonable and actual cost of all telephone calls made from home or from their cell phone that are necessary for the execution of their daily duties.

**ARTICLE XXXI
SALARIES**

The wage tables, Appendix A and Appendix B, will be adjusted by 0% effective July 1, 2012; 2.0% again effective July 1, 2013; and 2.0% again effective July 1, 2014.

**ARTICLE XXXII
GRIEVANCE PROCEDURE**

Section 1. Grievance Procedure

Should an employee be aggrieved concerning the interpretation, meaning or application by the Town of any specific provision of this Agreement, the employee may present a grievance in accordance with the following steps.

Step 1. Department Head. Before filing a grievance an employee is encouraged to first discuss the issue with his or her immediate supervisor. If unresolved, the employee and the Union will present the grievance signed by the grieving employee and the Union to the Department Head in writing within seven (7) work days of the decision by the immediate supervisor. The Department Head will have seven (7) work days to respond to the employee or union in writing.

Step 2. Town Manager. If unresolved, the employee or Union may present the grievance signed by the grieving employee and the Union to the Town Manager or Assistant Town Manager, as determined by the Town in writing within seven (7) work days of the written decision by the Department Head. Within seven (7) work days thereafter, the Town Manager will meet with the employee or Union for the purpose of attempting to resolve the grievance. The Town Manager must render his/her decision in writing within seven (7) work days after the conclusion of the meeting.

Step 3. Grievance Arbitration. If the grievance has not been satisfactorily resolved at Step 2, the Union within ten (10) work days may submit the grievance to binding arbitration and so notify the Town in writing. Upon receipt by the Town of a notice for arbitration, the Union and Town will attempt mutually to agree on an arbitrator(s). If unable to agree on an arbitrator, within ten (10) work days of receipt of notice to arbitrate, either party may file for arbitration of the grievance under the procedures of the American Arbitration Association. The Arbitrator(s) will be requested to issue the decision within thirty (30) days after the conclusion of the testimony and final argument. Each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause a record to be made providing it pays for the record and makes copies available without charge to the other party and to the Arbitrator(s).

Section 2. Grievance Meetings

All aspects of the grievance process, except for Steps one (1) and two (2) grievance meetings, which will be scheduled during the employee's regular working hours, are expected to be conducted on the employee's personal time and at the employee's personal expense. Employees will not be allowed to research information, prepare grievances, photocopy supporting documentation or engage in any other similar activities during work hours, except during lunch break and any other authorized break and may not use Town equipment and supplies in order to participate in the grievance process.

Section 3. Timeframes

If a grievance is not officially stamped received by the designated receiving authority as of the close of business on the last work day due, that grievance will be considered settled and any further appeal will be denied, except that written material will be considered timely filed if postmarked on or before the due date specified in the Agreement.

By written agreement, the parties may agree to bypass any of the steps contained herein, or to alter the time limits herein.

Section 4. Arbitration and Arbitrator's Authority

The only grievances that may be taken to binding arbitration are disputes between the parties as to the meaning or application of the specific terms of this Agreement.

An arbitrator with the power to make binding decisions pursuant to any such provision shall have no authority to add to, subtract from or modify this Agreement.

**ARTICLE XXXIII
SEVERABILITY AND ENTIRE AGREEMENT**

In the event that a provision of this Agreement is found to be in conflict with any law of the State of Maine, such invalidity shall not affect the validity of the remaining provisions.

The Town and the Union agree that this Agreement is the entire agreement, terminates all prior understandings or agreements between the parties and concludes all negotiations during its term for employees covered by this Agreement. Neither party will during the term of this Agreement seek to unilaterally modify its terms. Neither party will during the term of this Agreement attempt to compel negotiations on a matter that could have been raised during negotiations for this Agreement, a matter that was raised during negotiations or a matter that is covered by this Agreement.

**ARTICLE XXXIV
DURATION OF AGREEMENT**

The term of this agreement shall be from July 1, 2012 through June 30, 2015.

The parties, having negotiated in good faith and fully, execute this Agreement as of the dates entered below.

For the DISTRICT LODGE #4 of the
INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS
and ITS LOCAL LODGE S/89

Joseph Flanders, Business Representative

Susan Varney, Union Steward

DATE:

For the Town of Wiscasset

Pamela Dunning, Selectman

Ed Polewarczyk, Selectman

Judith Colby, Selectman

William Curtis, Selectman

Jefferson Slack, Selectman

**Town of Wiscasset and IMAW Local Lodge S/89
Appendix A to Collective Bargaining Agreement (2012-2015)**

| Year | Grade | Step 1 | Step 2 | Step 3 | Step_4 | Step_5 | Step_6 | Step_7 |
|------------------------|--------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| 7/1/2012- 6/30/2013 | 14 | 22.20 | 22.77 | 23.34 | 23.94 | 24.56 | 25.17 | 25.81 |
| | 13 | 20.18 | 20.69 | 21.22 | 21.77 | 22.32 | 22.89 | 23.45 |
| | 12 | 18.34 | 18.81 | 19.29 | 19.79 | 20.31 | 20.80 | 21.33 |
| | 11 | 16.68 | 17.11 | 17.54 | 18.00 | 18.45 | 18.92 | 19.38 |
| | 10 | 15.16 | 15.54 | 15.94 | 16.35 | 16.78 | 17.21 | 17.63* |

| Year | Grade | Step 1 | Step 2 | Step 3 | Step_4 | Step_5 | Step_6 | Step_7 |
|------------------------|--------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| 7/1/2013- 6/30/2014 | 14 | 22.64 | 23.23 | 23.81 | 24.42 | 25.06 | 25.67 | 26.33 |
| | 13 | 20.58 | 21.10 | 21.64 | 22.21 | 22.77 | 23.35 | 23.92 |
| | 12 | 18.71 | 19.19 | 19.68 | 20.19 | 20.72 | 21.22 | 21.76 |
| | 11 | 17.01 | 17.45 | 17.89 | 18.36 | 18.82 | 19.30 | 19.77 |
| | 10 | 15.46 | 15.85 | 16.26 | 16.68 | 17.12 | 17.55 | 17.98* |

| Year | Grade | Step 1 | Step 2 | Step 3 | Step_4 | Step_5 | Step_6 | Step_7 |
|------------------------|--------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| 7/1/2014- 6/30/2015 | 14 | 23.10 | 23.69 | 24.28 | 24.91 | 25.55 | 26.19 | 26.85 |
| | 13 | 21.00 | 21.53 | 22.08 | 22.65 | 23.22 | 23.81 | 24.40 |
| | 12 | 19.08 | 19.57 | 20.07 | 20.59 | 21.13 | 21.64 | 22.19 |
| | 11 | 17.35 | 17.80 | 18.25 | 18.73 | 19.20 | 19.68 | 20.16 |
| | 10 | 15.77 | 16.17 | 16.58 | 17.01 | 17.46 | 17.91 | 1834* |

*Current incumbent to receive \$.50 (\$20.00 per week) above scale.

**Town of Wiscasset and
LAMAW/Support Unit Agreement
Appendix B (2012-2015)**

Salary Rates for Incumbents

| Position | Grade | Step | 07/01/12 | 7/01/13 | 7/01/14 |
|--|-------|--------|----------|---------|---------|
| Treasurer | 14 | 4 | 23.94 | 25.06 | 26.29 |
| Code Enf. Officer | 14 | Vacant | | | |
| Town Clerk | 12 | 5 | 20.31 | 21.22 | 22.19 |
| Assessor Agent ¹ | 12 | 7 | 21.32 | 25.06 | 26.19 |
| Asst. Rec. Dir. | 11 | Vacant | | | |
| Aquatics Dir. | 10 | 5 | 16.78 | 17.55 | 18.34 |
| Facilities Mgr. ³ (Rec. Dept.) | 10 | 7 | 18.18 | 18.45 | 18.84 |

For comparison, rates are shown by hour. All positions are exempt and paid on a salary basis.

Code Enforcement Officer position will be treated as non-exempt on effective date of Agreement.

Step increases will occur on the anniversary date of employee, contingent on satisfactory performance.

¹The Assessor Agent position will go from Grade 12 step 7 to Grade 14 step 5 effective July 1, 2013. This grade change will be grandfathered for the current employee only due to job duties and Town experience.

³ See Appendix A note regarding premium pay for incumbent Facilities Manager.



Town of Wiscasset

10 a.

MEMORANDUM

To: Board of Selectmen
Fr: Laurie Smith, Town Manager
Re: Request to rebate sewer bill
Dt: February 14, 2013

Geneva Bolling, lived at 91 Bradford Road until her death in January, 2011. Geneva's house was never served by water, either from a private or public source. There were some efforts made to connect her to water and Geneva was connected to the public sewer system. The water connection never occurred; however the dwelling was billed the quarterly minimum since 2008. After Geneva's death all bills were sent to her son Robert Jones in Jefferson, Maine. Although there was very little if any consumption, we have no record of any family member requesting to discontinue sewer service to 91 Bradford Road.

In 2013 Geneva's house was sold and as part of the closing it was discovered there was an outstanding sewer bill, now totaling \$642. The bill was split between the two children at closing, Robert Jones and her daughter Mary Stead. Mary has come forward and requested that we reimburse her for her portion (one/half) of the sewer bill, which was paid at closing, due to the fact that her month never actually used the sewer connection.

Meter Detail

Wiscasset Water
2:34 PM

Account: 592
 Bill To: JONES, ROBERT A.
 Owner: JONES, ROBERT A.
 Location: 91 BRADFORD ROAD

Type Code: U06-7
 Map Lot: U06-7
 RE Account 0

Book / Seq: 2/95 Serial Number: 65658918
 Meter Size: 1 Remote Number: 65658918
 Meter Digits: 5 Avg Consumption: 1.26315789473684
 Frequency: No
 Service: 1 Combined: No
 Rate Code: W - 1 S - 1 Replacement: No
 Multiplier: 1

Water Sewer
 0% 0%
 100% 100%

Adjust: 0 0.00
 Adjust Description:

| Date | Status | Reading | Actual Cons | Billed Cons | Regular | Misc | Tax | Adjust | Amount |
|------------|--------|---------|-------------|-------------|---------|------|------|--------|--------|
| 02/07/2013 | B S | 8 | 0 | 0 | 29.60 | 0.00 | 0.00 | 0.00 | 29.60 |
| 12/31/2012 | B S | 8 | 0 | 0 | 72.00 | 0.00 | 0.00 | 0.00 | 72.00 |
| 10/01/2012 | B S | 8 | 0 | 0 | 68.40 | 0.00 | 0.00 | 0.00 | 68.40 |
| 06/29/2012 | B S | 8 | 0 | 0 | 68.40 | 0.00 | 0.00 | 0.00 | 68.40 |
| 04/01/2012 | B S | 8 | 0 | 0 | 68.40 | 0.00 | 0.00 | 0.00 | 68.40 |
| 12/29/2011 | B S | 8 | 8 | 8 | 68.40 | 0.00 | 0.00 | 0.00 | 68.40 |
| 09/30/2011 | B S | 0 | 0 | 0 | 68.40 | 0.00 | 0.00 | 0.00 | 68.40 |
| 07/01/2011 | B S | 0 | 0 | 0 | 68.40 | 0.00 | 0.00 | 0.00 | 68.40 |
| 04/01/2011 | B S | 0 | 0 | 0 | 68.40 | 0.00 | 0.00 | 0.00 | 68.40 |
| 12/30/2010 | B S | 0 | 0 | 0 | 68.40 | 0.00 | 0.00 | 0.00 | 68.40 |
| 07/01/2010 | B S | 0 | 0 | 0 | 58.50 | 0.00 | 0.00 | 0.00 | 58.50 |
| 04/01/2010 | B S | 0 | 0 | 0 | 58.50 | 0.00 | 0.00 | 0.00 | 58.50 |
| 12/31/2009 | B S | 0 | 0 | 0 | 58.50 | 0.00 | 0.00 | 0.00 | 58.50 |
| 10/01/2009 | B S | 0 | 0 | 0 | 58.50 | 0.00 | 0.00 | 0.00 | 58.50 |
| 07/01/2009 | B S | 16 | 7 | 7 | 58.50 | 0.00 | 0.00 | 0.00 | 58.50 |
| 03/31/2009 | B S | 9 | 9 | 9 | 58.50 | 0.00 | 0.00 | 0.00 | 58.50 |
| 01/02/2009 | B S | 0 | 0 | 0 | 58.50 | 0.00 | 0.00 | 0.00 | 58.50 |
| 10/02/2008 | B S | 0 | 0 | 0 | 58.50 | 0.00 | 0.00 | 0.00 | 58.50 |
| 07/01/2008 | B S | 0 | 0 | 0 | 58.50 | 0.00 | 0.00 | 0.00 | 58.50 |

24 24 1,175.30 0.00 0.00 1,175.30

19 bills

UT Account 592 Detail
as of 02/06/2013 - Sewer

Name: JONES, ROBERT A.

989 NORTH MOUNTAIN RD
JEFFERSON, ME 04348

Location: 91 BRADFORD ROAD

RE Acct: 0 Map/Lot: U06-7

| Bill Date | Reference | C | Principal | Tax | Interest | Costs | Total |
|----------------|--|---|-----------|------|----------|-------|-------|
| 7/1/2011 | CHGINT | I | 0.00 | 0.00 | -1.37 | 0.00 | -1.37 |
| 9/29/2011 | CHGINT | I | 0.00 | 0.00 | -2.05 | 0.00 | -2.05 |
| 12/29/2011 | CHGINT | I | 0.00 | 0.00 | -2.05 | 0.00 | -2.05 |
| 3/30/2012 | CHGINT | I | 0.00 | 0.00 | -2.11 | 0.00 | -2.11 |
| 6/28/2012 | CHGINT | I | 0.00 | 0.00 | -1.19 | 0.00 | -1.19 |
| 10/1/2012 | CHGINT | I | 0.00 | 0.00 | -1.25 | 0.00 | -1.25 |
| 10/18/2012 | DEMAND | 3 | 0.00 | 0.00 | 0.00 | -6.75 | -6.75 |
| Lien #172 | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 734 12/30/10 | Original | | 68.40 | 0.00 | 0.00 | 0.00 | 68.40 |
| | Billed To: BOLLING, GENEVA M. & JONES, ROBERT ARNOLD | | | | | | |
| 1/13/2011 | #646 | P | 68.40 | 0.00 | 0.00 | 0.00 | 68.40 |
| | Total | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 662 07/01/10** | Dmd #240 | | 58.50 | 0.00 | 0.00 | 0.00 | 58.50 |
| | Billed To: BOLLING, GENEVA M. & JONES, ROBERT ARNOLD | | | | | | |
| 7/14/2010 | #628 | P | 58.50 | 0.00 | 0.00 | 0.00 | 58.50 |
| | Total | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 643 04/01/10** | Dmd #240 | | 58.50 | 0.00 | 0.00 | 0.00 | 58.50 |
| | Billed To: BOLLING, GENEVA M. & JONES, ROBERT ARNOLD | | | | | | |
| 4/21/2010 | #619 | P | 58.50 | 0.00 | 0.00 | 0.00 | 58.50 |
| | Total | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 615 12/31/09** | Dmd #240 | | 58.50 | 0.00 | 0.00 | 0.00 | 58.50 |
| | Billed To: BOLLING, GENEVA M. & JONES, ROBERT ARNOLD | | | | | | |
| 1/11/2010 | #606 | P | 58.50 | 0.00 | 0.00 | 0.00 | 58.50 |
| | Total | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 578 10/01/09 | Original | | 58.50 | 0.00 | 0.00 | 0.00 | 58.50 |
| | Billed To: BOLLING, GENEVA M. & JONES, ROBERT ARNOLD | | | | | | |
| 10/6/2009 | #596 | P | 58.50 | 0.00 | 0.00 | 0.00 | 58.50 |
| | Total | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 550 07/01/09 | Original | | 58.50 | 0.00 | 0.00 | 0.00 | 58.50 |
| | Billed To: BOLLING, GENEVA M. & JONES, ROBERT ARNOLD | | | | | | |
| 7/9/2009 | #588 | P | 58.50 | 0.00 | 0.00 | 0.00 | 58.50 |
| | Total | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 532 03/31/09 | Original | | 58.50 | 0.00 | 0.00 | 0.00 | 58.50 |
| | Billed To: BOLLING, GENEVA M. & JONES, ROBERT ARNOLD | | | | | | |
| 4/16/2009 | #579 | P | 58.50 | 0.00 | 0.00 | 0.00 | 58.50 |
| | Total | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 510 01/02/09 | Original | | 58.50 | 0.00 | 0.00 | 0.00 | 58.50 |
| | Billed To: BOLLING, GENEVA M. & JONES, ROBERT ARNOLD | | | | | | |
| 1/0/2009 | #570 | P | 58.50 | 0.00 | 0.00 | 0.00 | 58.50 |

UT Account 592 Detail
as of 02/06/2013 - Sewer

Name: JONES, ROBERT A.

989 NORTH MOUNTAIN RD
JEFFERSON, ME 04348

Location: 91 BRADFORD ROAD
RE Acct: 0 Map/Lot: U06-7

| Bill Date | Reference | C | Principal | Tax | Interest | Costs | Total |
|--------------|--|---|-----------|------|----------|-------|--------|
| | Total | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 473 10/02/08 | Original | | 58.50 | 0.00 | 0.00 | 0.00 | 58.50 |
| | Billed To: BOLLING, GENEVA M. & JONES, ROBERT ARNOLD | | | | | | |
| 10/10/2008 | #558 | P | 58.50 | 0.00 | 0.00 | 0.00 | 58.50 |
| | Total | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 452 07/01/08 | Original | | 58.50 | 0.00 | 0.00 | 0.00 | 58.50 |
| | Billed To: BOLLING, GENEVA M. & JONES, ROBERT ARNOLD | | | | | | |
| 7/17/2008 | #549 | P | 58.50 | 0.00 | 0.00 | 0.00 | 58.50 |
| | Total | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 02/06/2013 | | | 580.40 | 0.00 | 36.11 | 25.50 | 642.01 |

Per Diem

951 0.0656

Total 0.0656

St Philips Church
12 Hodge St.
Wiscasset, ME 04578
February 3, 2013

106.

Town of Wiscasset
Lisa Garmen
51 Bath Road
Wiscasset, ME 04578

Dear Town of Wiscasset:

We are requesting the services of two town EMT's for the following event:

Event: 5K Fun Run
Sponsor: St. Philips Church and the "Feed Our Scholars" program.
Date: May 4th 2013.
Time EMT's will be needed: 8:00 am to 12:00.

Since this event is a fund raiser for the "Feed our Scholars" program, we respectfully ask that the town cover the expenses for the EMT's. (I honestly don't think there will be any expenses since they already volunteered for the event).

Sincerely,

Susan M. Gallagher

Susan M. Gallagher
Member, St. Philips Church and "Feed our Scholars" committee.

-2013-

TOWN OF WISCASSET
Main Street Pier
Vendor Permit Application

10c.

APPLICANT NAME: PAMELA J. SHACKLEY

BUSINESS NAME: MAINE CRAFT SHACK

MAILING ADDRESS: 17 CROSWELL RD WESTPORT ISLAND 04578

PHONE NUMBER: 882-9412

SEASONAL PERMIT: \$400 (10' X 20') or \$600 (30' x 34')

WINTER RENTAL PERMIT: \$300 (10' X 20') or \$400 (30' x 34')

DAY USE PERMIT: DATE(s): _____ \$25

DESCRIPTION OF ALL BUSINESS ACTIVITIES THAT WILL TAKE PLACE ON SITE: Selling of MAINE-MADE CRAFTS

REQUEST FOR APPROVAL OF ACCESSORY FURNITURE: (please list all furniture and size and attached a sketch of placement)

DO I REQUEST ELECTRICAL SERVICE: 110 Volt outlet

\$100/season or \$5/day additional use will be billed by the Town

- ATTACH A CERTIFICATE OF INSURANCE, NAMING THE TOWN OF WISCASSET AS AN ADDITIONAL INSURED.
- ATTACH A PHOTO OR SKETCH OF THE PROPOSED STRUCTURE.

I represent that all of the above information is true and correct. I have read the attached Main Street Pier Policies and agree that I will comply with all rules and regulations.

Pamela J. Shelby
Signature

2-4-13
Date:

Office use only

Permit fee _____
Electric fee _____
Total amount _____
Approval Date _____
Assigned location _____
Issue date _____
Expiration date _____

Recommended _____ Not Recommended _____ by Waterfront Committee

Authorized by _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/18/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|--|---|--|
| PRODUCER Riley Insurance Agency, LLC 139 Maine Street P. O. Box 659 Brunswick ME 04011 | | CONTACT NAME: Jane Soule PHONE (A/C No, Ext): (207) 729-3321 FAX (A/C, No): (207) 729-4056 E-MAIL ADDRESS: jsoule@rileyinsurance.com | |
| INSURED GEORGE & PAMELA SHOCKLEY 17 CROMWELL RD WESTPORT ISLAND ME 04578 | | INSURER(S) AFFORDING COVERAGE INSURER A: Peerless Indemnity Ins NAIC # 18333 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | |

COVERAGES CERTIFICATE NUMBER: CI12101808905 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|-----------|----------|-------------------|-------------------------|-------------------------|---|--------------|
| A | GENERAL LIABILITY | | | BOP8275423 | 5/1/2012 | 5/1/2013 | EACH OCCURRENCE | \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 50,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | MED EXP (Any one person) | \$ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | GENERAL AGGREGATE | \$ 2,000,000 | | PRODUCTS - COM/OP AGG | \$ 2,000,000 |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ |
| | <input type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) | \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | | | | | | BODILY INJURY (Per accident) | \$ |
| | <input type="checkbox"/> HIRED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | <input type="checkbox"/> SCHEDULED AUTOS | | | | | | | \$ |
| | <input type="checkbox"/> NON-OWNED AUTOS | | | | | | | \$ |
| | UMBRELLA LIAB | | | | | | EACH OCCURRENCE | \$ |
| | <input type="checkbox"/> OCCUR | | | | | | AGGREGATE | \$ |
| | EXCESS LIAB | | | | | | | \$ |
| | <input type="checkbox"/> CLAIMS-MADE | | | | | | | \$ |
| | DED | | | | | | | \$ |
| | RETENTION \$ | | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | WC STATUTORY LIMITS | OTHER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | \$ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | N/A | | | E.L. DISEASE - EA EMPLOYEE | \$ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Craft Vendor

CERTIFICATE HOLDER

CANCELLATION

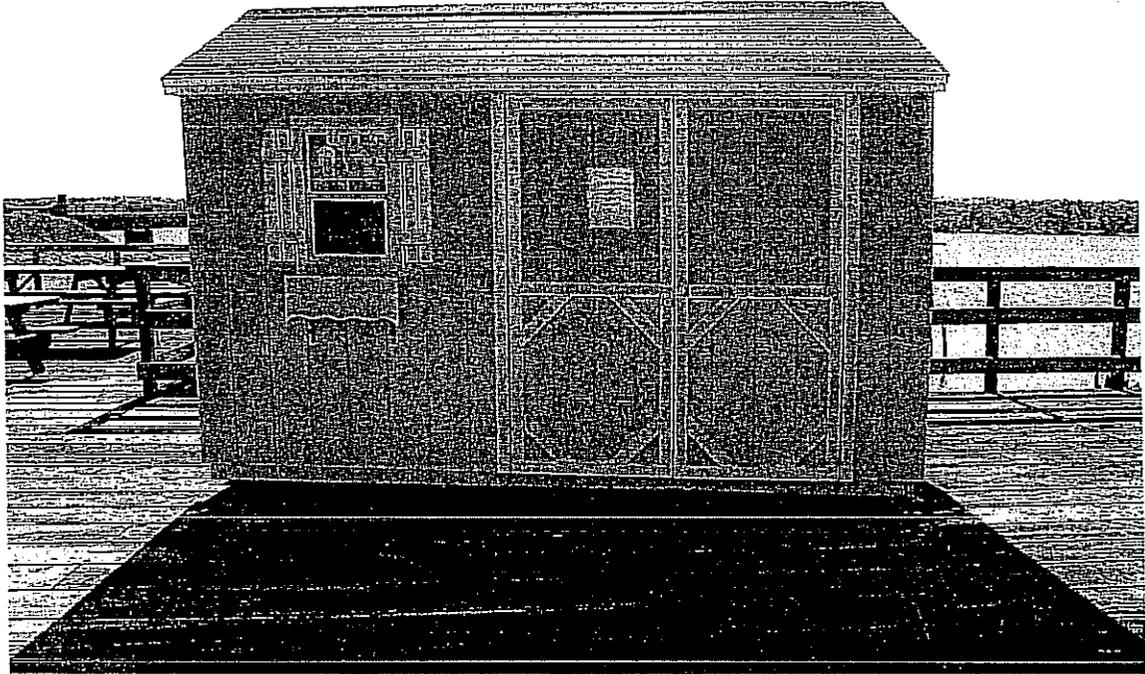
882-8228

Town of Wiscasset
51 Bath Road
Wiscasset, ME 04578

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jane Soule/JES





Town of Wiscasset

Memorandum

10 d.

To: Board of Selectmen
Fr: Laurie Smith, Town Manager
William Rines, Wastewater Superintendent
Re: DEP Consent Agreement
Dt: February 14, 2013

William Rines and I have been working with the Department of Environmental Protection regarding a violation of Wiscasset's Waste Discharge License. The violation of the license occurred during 2011 when the effluent composite sampler was out of service. Wastewater staff used the "grab" process to sample Biochemical Oxygen Demand (BOD) and Total Suspended Solids (TSS) during this time rather than the composite sample process. Since the violation time period all corrective actions have been taken to ensure the testing is in accordance with the license. At no time during this testing period was Wiscasset discharging effluent that was above any allowed limits. This was a testing process violation not a discharge violation. The State of Maine Department of Environmental Protection originally issued a fine of over \$18,000 to the Town of Wiscasset. Through several meetings and documentation of our operations the DEP is now issuing an \$11,000 fine with the understanding that we will submit an evaluation of the disinfection system, including dye testing, and the consideration of replacing the LMI pumps within our system (please see 13D – page 5). The fine and pump replacement project can be absorbed within the operational budget.

William Rines and the staff and the Wastewater Plant take their positions and responsibilities very seriously. The issue at hand is the huge capital requirements, annual training, and license responsibilities that the Town has assumed through the operation of the Wastewater system. For these reasons we will continue to request replacement of the infrastructure and the needed resources to run the plant safely and within the confines of our license requirements.

We believe that this is a fair offer by the Department of Environmental Protection and recommend that the Board of Selectmen authorize the consent agreement.



STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION

PAUL R. LEPAGE
GOVERNOR

PATRICIA W. AHO
COMMISSIONER

IN THE MATTER OF:

TOWN OF WISCASSET)
WISCASSET, LINCOLN COUNTY, MAINE) ADMINISTRATIVE CONSENT
PROTECTION AND IMPROVEMENT) AGREEMENT
OF WATERS) (38 M.R.S.A. § 347-A)
EIS# 2012-044-W)

This Agreement, by and among the Town of Wiscasset ("Wiscasset"), the Maine Department of Environmental Protection ("Department"), and the State of Maine Office of the Attorney General is entered into pursuant to the laws concerning the Department's Organization and Powers, 38 M.R.S.A. § 347-A(1).

THE PARTIES AGREE AS FOLLOWS:

- 1. Wiscasset is a municipal corporation that is organized and exists under the laws of the State of Maine. Wiscasset operates a public wastewater collection and treatment system in Wiscasset, Maine.
2. On October 26, 2009, Wiscasset was issued combined Waste Discharge License number W-000370-6C-F-R and Maine Discharge Elimination System ("MEPDES") Permit number ME0100757, hereinafter referred to as the Wiscasset WDL. Throughout the period of time addressed by this Agreement, Wiscasset was subject to the terms of the Wiscasset WDL and Maine's Protection and Improvement of Waters Act, 38 M.R.S.A. § 414(5). This section states that after the issuance of a license by the department, it is unlawful to violate the terms or conditions of the license. The Wiscasset WDL authorizes the discharge of secondary-treated domestic waste water to the tidewaters of the Sheepscot River, Class SB, in Wiscasset, Maine.
3. The Wiscasset WDL limits the discharge of Settleable Solids ("SS") to a daily maximum concentration of 0.3 milliliters per liter ("mL/L") from outfall 001A. On March 7, 2011, Wiscasset discharged wastewater to the Sheepscot River with SS concentration of 40 mL/L, in excess of its license limit and in violation of 38 M.R.S.A. § 414(5).
4. The Wiscasset WDL limits the discharge of Total Residual Chlorine ("TRC") to a daily maximum concentration of 0.3 milligrams per liter ("mg/L") from outfall 001A. On May 23, 2006, Wiscasset discharged wastewater to the Sheepscot River with TRC concentration of 0.38 mg/L, in excess of its license limits and in violation of 38 M.R.S.A. § 414(5).
5. The Wiscasset WDL limits the discharge of Fecal Coliform Bacteria ("FC") to a daily maximum of 50 colony forming units per 100mL ("cfu/100mL") from outfall 001A. On the

AUGUSTA
17 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0017
(207) 287-7688 FAX: (207) 287-7826
RAY BLDG., HOSPITAL ST.

BANGOR
106 HOGAN ROAD, SUITE 6
BANGOR, MAINE 04401
(207) 941-4570 FAX: (207) 941-4584

PORTLAND
312 CANCO ROAD
PORTLAND, MAINE 04103
(207) 822-6300 FAX: (207) 822-6303

PRESQUE ISLE
1235 CENTRAL DRIVE, SKYWAY PARK
PRESQUE ISLE, MAINE 04769-2094
(207) 764-0477 FAX: (207) 760-3143

IN THE MATTER OF:

| | |
|--|--|
| TOWN OF WISCASSET) WISCASSET, LINCOLN COUNTY, MAINE) PROTECTION AND IMPROVEMENT OF WATERS) EIS# 2012-044-W) | ADMINISTRATIVE CONSENT AGREEMENT (38 M.R.S.A. § 347-A) |
|--|--|

following dates, Wiscasset discharged wastewater to the Sheepscot River with FC in excess of its license limits and in violation of 38 M.R.S.A. § 414(5) as indicated:

| Date | Daily Maximum Concentration |
|---------------|-----------------------------|
| License Limit | 50 cfu/100mL |
| 6/08/2006 | 348 |
| 8/17/2010 | 104 |
| 5/19/2011 | 175 |
| 5/26/2011 | 164 |
| 6/5/2012 | 64 |

6. Standard Condition B(2) of the Wiscasset WDL states: **“Proper operation and maintenance.** The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the conditions of this permit. Proper operation and maintenance also includes adequate laboratory controls and appropriate quality assurance procedures.” On or about May 19, 2011, the sampling hose for Wiscasset’s effluent composite sampler broke, or was cracked and thereby became inoperable. Wiscasset did not repair or replace the broken sampling hose until October 26, 2011, thereby violating Standard Condition B(2) and 38 M.R.S.A. § 414(5).

7. Standard Condition D(1)(g) of the Wiscasset WDL states “Other noncompliance. The permittee shall report all instances of noncompliance not reported under paragraphs (d), (e), and (f) of this section, at the time monitoring reports are submitted. The reports shall contain the information listed in paragraph (f) of this section.” Wiscasset failed to notify the Department of the effluent sampler malfunction until March 20, 2012 during a laboratory inspection by the Department inspector, in violation of Standard Condition D(1)(g) and 38 M.R.S.A. § 414(5).

8. While the effluent composite sampler was out of service, from May 19, 2011 through October 26, 2011, Wiscasset sampled its effluent for reporting purposes by using single grab samples each day. Special Condition A(1) of the Wiscasset WDL requires Biochemical Oxygen Demand (“BOD”) and Total Suspended Solids (“TSS”) testing to be determined from composite samples. Standard Condition C(2) states in part: **“Representative sampling.** Samples and measurements taken as required herein shall be representative of the volume and nature of the monitored discharge.” A single grab sample taken each day is not representative of the full range of daily variation in effluent characteristics. By using single grab samples each day, Wiscasset violated Standard Condition (C)(2) and 38 M.R.S.A. § 414(5).

IN THE MATTER OF:

| | | |
|--|-----------------------|---|
| TOWN OF WISCASSET WISCASSET, LINCOLN COUNTY, MAINE PROTECTION AND IMPROVEMENT OF WATERS EIS# 2012-044-W |))))) | ADMINISTRATIVE CONSENT AGREEMENT (38 M.R.S.A. § 347-A) |
|--|-----------------------|---|

9. During review of facility bench sheets for the entire year of 2011, in order to document the violations described in paragraph 8, above, Department staff determined that a number of effluent samples had been tested using improper techniques. Special Condition A(1) Footnote 1 of the Wiscasset WDL states in part: "Sampling and analysis must be conducted in accordance with; a) methods approved in Title 40 *Code of Federal Regulations* ("40 CFR") Part 136, b) alternative methods approved by the Department in accordance with the procedures in 40 CFR Part 136, or c) as otherwise specified by the Department." The language of 40 CFR Part 136.3 specifies Method 5210-B for BOD testing and reporting. The Department has set forth detailed guidance for Method 5210-B in its *Wastewater Laboratory Quality Assurance/Quality Control Manual*, dated 2004. Method 5210-B places the following restrictions on the validity of sample results: 1) if the dilution water blanks have oxygen depletion greater than 0.2 mg/L, the entire sample run using that dilution water is invalid and is not to be used in calculations or for Discharge Monitoring Reports ("DMRs"), however, the Department has established a 0.4 mg/L standard for blank depletion; 2) any individual test result, whether for an effluent sample dilution or for a seed control, that has an oxygen depletion of less than 2 mg/L or a final dissolved oxygen concentration ("D.O.") less than 1 mg/L is invalid and is not to be used in calculations or for DMRs; 3) BOD sample results are to be read after 5 days. Method 5210-B also requires that quality control/quality assurance procedures be followed, including one duplicate or replicate sample run for every 10 samples or sample group and one Glucose-Glutamic Acid ("GGA") check every 10 samples when using seeded samples. Wiscasset failed to adhere to required Quality Assurance/Quality Control ("QA/QC") guidelines on the following dates by using invalid data in calculations or on DMRs, thereby violating Special Condition A(1) and 38 M.R.S.A. § 414(5), as indicated:

| QA/QC failure | Dates |
|--|---|
| Dilution blank D.O. depletion >0.4 mg/L | 6/1/11 (one of 2), 7/6/11, 7/8/11, and 7/22/11 |
| Sample D.O. depletion <2 mg/L, used in calcs | 10/12/11, 11/23/11, 11/30/11, 12/2/11, 12/7/11, 12/16/11 |
| Seed D.O. depletion <2 mg/L, used in calcs | 5/18/11, 5/20/11, 5/27/11, 6/3/11, 6/15/11, 6/17/11, 6/22/11, 6/30/11, 7/1/11, 7/15/11, 7/27/11, 7/29/11, 8/5/11, 8/10/11, 8/12/11, 8/17/11, 8/19/11, 8/24/11, 8/26/11, 9/1/11, 9/2/11, 9/7/11, 9/9/11, 9/14/11, 9/16/11, 9/21/11, 9/23/11, 9/30/11 |
| Incubation 7 days | 2/2/11 |
| Duplicate/replicate samples need to be run | None in 2011. According to the Department Quality Assurance/Quality Control manual replicate samples should have been run once per 10 samples |
| GGA control while | None in 2011. According to the Department Quality |

IN THE MATTER OF:

TOWN OF WISCASSET)
WISCASSET, LINCOLN COUNTY, MAINE)
PROTECTION AND IMPROVEMENT OF WATERS)
EIS# 2012-044-W)

ADMINISTRATIVE CONSENT
AGREEMENT
(38 M.R.S.A. § 347-A)

| | |
|---------------------|--|
| using seed addition | Assurance/Quality Control manual GGA controls should have been run once per 10 samples during disinfection season. |
|---------------------|--|

10. On June 19, 2012, the Department issued a Notice of Violation to Wiscasset for the activities described in paragraphs 3 through 9 of this Agreement, in accordance with 38 M.R.S.A. § 347-A(1)(B). The parties agree that they have been adequately noticed for all respective violations herein.
11. The Town of Wiscasset has taken the following actions to address issues cited in this agreement. Wastewater treatment staff attended BOD method training in April 2012. The wet weather management plan was updated to include adjustment of the chlorination pumps during storm events. Some of the lab method and BOD quality control measures that DEP staff had directed or recommended were adopted prior to the June 19, 2012 NOV, while the remainder were adopted after the NOV. After the NOV, Wiscasset also corrected all of the 2011 bench sheet problems described in paragraph 9, above, and submitted corrected discharge monitoring reports to the Department. Additionally, the Operations and Maintenance Manual was updated and the chlorination mixer was evaluated and was sent to be repaired.
12. This Agreement shall become effective only if it is approved by the Commissioner and the Office of the Attorney General.
13. To resolve the violations described in Paragraphs 3 through 9 of this Agreement, Wiscasset agrees to:
 - A. A total civil monetary penalty of Sixteen Thousand Dollars (\$16,000), further described as follows:
 - 1) The sum of Eleven Thousand Dollars (\$11,000) to be paid to the *Treasurer, State of Maine* upon signing this Agreement
 - 2) Five Thousand Dollars (\$5,000) to be suspended in lieu of completion, on schedule, of the corrective actions described in paragraph 13(D) of this agreement. Should the Town of Wiscasset fail to comply with the requirements of paragraph 13(D), the full amount of the suspended penalty shall immediately become due and payable upon the Department's request. If the Town of Wiscasset complies with the requirements of paragraph 13(D), the suspended penalty shall be permanently waived.
 - B. Beginning immediately, implement proper sampling, reporting and QA/QC practices in accordance with the terms of the Wiscasset WDL, including, but not limited to exclusion of all data from calculations that do not meet BOD criteria such as dissolved

IN THE MATTER OF:

| | | |
|--------------------------------------|---|------------------------|
| TOWN OF WISCASSET |) | ADMINISTRATIVE CONSENT |
| WISCASSET, LINCOLN COUNTY, MAINE |) | AGREEMENT |
| PROTECTION AND IMPROVEMENT OF WATERS |) | (38 M.R.S.A. § 347-A) |
| EIS# 2012-044-W |) | |

oxygen depletion in samples, seed controls and dilution water blanks, GGA testing while testing seeded samples, and replicate and duplicate testing. Sampling, reporting and QA/QC procedures shall follow federal requirements pursuant to 40 CFR Part 136 as described in detail in Department Compliance and Technical Assistance Guidance Document entitled "Invalid Test Results and Re-testing associated with BOD & TSS effluent tests."

- C. Prior to February 1, 2013, review and update the facility laboratory QA/QC manual to ensure that all sampling and analysis meets federal and state standards.
- D. Prior to April 15, 2013, submit to the Department for review and approval the report of an evaluation of the disinfection system conducted by an independent consulting engineer. The evaluation shall include, but not be limited to, provision of adequate disinfection at high flows without creating residual chlorine violations and provision of adequate mixing in contact chambers – particularly during high flows. The report shall include dye testing the disinfection system to determine detention time, consideration of replacing the LMI pumps with peristaltic pumps, with additional chlorination capacity coming on line at high flows. The report shall include a plan and schedule for implementation of the approved improvement projects.
- 14. The Department and the Office of the Attorney General grant a release of their causes of action against the Town of Wiscasset for the specific violation listed in Paragraphs 3 through 9 of this Agreement on the express condition that all actions listed in Paragraph 13 of this Agreement are completed in accordance with the express terms and conditions of this Agreement. The release shall not become effective until all requirements of this Agreement are satisfied.
- 15. Non-compliance with this Agreement voids the release set forth in Paragraph 14 of this Agreement and may lead to an enforcement action pursuant to 38 M.R.S.A. §§ 347-A(1)(A), 347-A(5), or 348, as well as pursuit of other remedies.
- 16. Actions taken pursuant to this Agreement shall be completed in accordance with the requirements of all applicable local, state, and federal laws, rules, laws, and orders including but not limited to licensing requirements.
- 17. The provisions of this Agreement shall apply to, and be binding on, the parties and their officers, agents, servants, employees, successors, and assigns, and upon those persons in active concert or participation with them who receive actual notice of this Agreement.

IN THE MATTER OF:

| | | |
|--------------------------------------|---|------------------------|
| TOWN OF WISCASSET |) | ADMINISTRATIVE CONSENT |
| WISCASSET, LINCOLN COUNTY, MAINE |) | AGREEMENT |
| PROTECTION AND IMPROVEMENT OF WATERS |) | (38 M.R.S.A. § 347-A) |
| EIS# 2012-044-W |) | |

IN WITNESS WHEREOF the parties hereto have executed this Agreement consisting of six (6) pages:

TOWN OF WISCASSET

BY: _____ DATE: _____
Title

MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION

BY: _____ DATE: _____
PATRICIA W. AHO, COMMISSIONER

MAINE OFFICE OF THE ATTORNEY GENERAL

BY: _____ DATE: _____
NANCY MACIROWSKI, ASSISTANT ATTORNEY GENERAL



Town of Wiscasset

MEMORANDUM

To: Board of Selectmen
Fr: Laurie Smith, Town Manager
Re: Flexible Spending Account
Dt: February 14, 2013

10 e.

As part of the new union contracts the Town will be transitioning employees to the Maine Municipal Employees Health Trust Point of Service 200 Plan. This plan will allow for considerable cost savings for the Town and employees; however it does have a slightly larger deductible. In order to adjust for the difference, the Town has agreed to set up flexible spending accounts for employees to cover increased co-pays and medical costs. In order for the Town to establish the new accounts in time for the health insurance transition date, April 1, the Board of Selectmen will need to authorize the establishment of this new benefit.

Section 125 Benefit Plans

Company Name: Town of Wiscasset

Section 125 Contact: Sue Varney

Title: Human Resource

Same as primary contact Access to Benefit Strategies employer portal

E-Mail: assessor@wiscasset.org

Telephone: (207)882-8200 x101 Fax: (207)882-8228

Will you require representation at enrollment meetings? Yes* No *Date & Time:

Enrollment Materials? Email PDF materials *Paper kits: \$ /kit *Number of kits needed:17
 Paper kits*

| | | |
|--------------------------|--|---|
| Section 125 Eligibility: | Hours worked/week (To qualify for benefits) | Waiting Period for New Employees (I.E. 1 st of month following 30 days) |
| | 40 | The 1 st of month |

Plan Type: Single Employer Plan
 Controlled Group (Please complete below)

| | |
|-----------------------------|------------------|
| Participating Employer Name | Federal Tax ID # |
| Town of Wiscasset | 01-6000447 |

Premium Conversion Plan (POP)

Pre- Tax Premiums Dental Disability Insurance HSA Life Medical Vision Other:

Pop Election Annual Enrollment Carry Over Enrollment Negative Enrollment

Cash back in lieu of benefits? Yes* No *Please explain:

Effective Date of your First Plan Document: Do you offer an HSA? Yes No HRA? Yes No

Plan Documents

Plan Name: Plan Number:

Who is responsible for plan documents? Benefit Strategies* Other
 *If Benefit Strategies, please indicate: New Plan Restate Existing Plan

Please note: Same sex partners and domestic partners are not able to use the partners FSA plan.

Flexible Spending Account (FSA)

Who handles your COBRA administration? Handled in house? Yes No By Benefit Strategies? Yes No

If administered by another provider please add providers name, phone number and address below:

COBRA Provider's Name: Maine Municipal Employees Health Trust Telephone: (800) 452-8786
 Address: 60 Community Drive City: Augusta State: ME Zip: 04330

Is your plan subject to FMLA? Yes* No (*In most cases companies with 50 employees or more are subject to FMLA)

| | Maximum Election | Minimum Election | Employer Contribution |
|--|------------------|------------------|------------------------------------|
| Health Care Reimbursement Account (HCA) | \$1000 | \$0 | \$200-Single \$400-2 person/family |
| Dependent Care Reimbursement Account (DCA) | \$0 | \$0 | \$0 |

2 ½ Month Grace Period: Yes No

Run out after plan year end: 90 Days (Benefit Strategies' default) Other:

Please Note: A \$250 fee will apply for a run out different from default. A terminated employee's plan year end date is their termination date.

Will Benefit Strategies be handling the run-out for the previous FSA provider? Yes No

HEART Act of 2008

Will you take advantage of the HEART Act of 2008 to permit Qualified Reservist Distributions (QRD)? Yes No

*If Yes, what is the effective date? / / (Must be after June 18, 2008)

*Please select one of the following to indicate how you would like QRD processed:

- The entire amount elected for the HCA for the plan year minus reimbursements already received
- The amount contributed to the HCA as of QRD date minus any reimbursements already received (This is BSL's default)
- Other, the amount not to exceed the full HCA election minus reimbursements (please list this amount) \$

Dependent Care Spend Down

If an employee terminates participation in the Dependent Care Reimbursement Accounts, can they continue to be reimbursed for Eligible dependent care expenses through the end of the plan year? Yes* No *Benefit Strategies' default

Note: Reimbursement will not exceed amount contributed by employee prior to plan termination

Payroll Frequency

How does your payroll system round elections?

When will you adjust the payroll deductions?

Round Up Round Down Not done

First Pay Period Last Pay Period Not done

| Payroll Group # or Name: | Weekly | Bi-Weekly | Semi-Monthly | 1 st Deduction Date | | Number of Payrolls | |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------------|---------------------------|----------------------|--|
| | | | | MM/DD/YY | 1 st plan year | Subsequent plan year | |
| 1) | X | <input type="checkbox"/> | <input type="checkbox"/> | 04/05/2013 | 39 | 52 | |
| 2) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | |

FSA Fees

| | First Year | | Renewal | |
|--------------------------------------|---|---|---------------|---|
| Plan Installation & Renewal Services | \$ | Who Pays <input type="checkbox"/> Broker <input checked="" type="checkbox"/> Client | \$ | Who Pays <input type="checkbox"/> Broker <input checked="" type="checkbox"/> Client |
| Monthly Claims Administration Fee | \$ /Acct/ Month | Who Pays <input type="checkbox"/> Broker <input checked="" type="checkbox"/> Client | \$ Min/ Month | Who Pays <input type="checkbox"/> Broker <input checked="" type="checkbox"/> Client |
| Non-discrimination Testing | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | \$ | \$ | |

FlexExpress © Debit Card Fees

| | |
|--|--|
| Initial Cards \$ (Cards come in sets of 2) | Replacement Cards \$ (Cards come in sets of 2) |
| Who Pays? <input checked="" type="checkbox"/> Client <input type="checkbox"/> Broker <input type="checkbox"/> Employee | Who Pays? <input type="checkbox"/> Client <input type="checkbox"/> Broker <input checked="" type="checkbox"/> Employee |

Plan Notes:

DRAFT BUDGET SCHEDULE – FY 13

11a.

- March 19th - Budget to Board of Selectmen and Budget Committee
- Budget Meetings – Saturday or Evenings?
- Informational budget meeting – Tuesday, April 2nd or 9th?
- Selectmen vote on budget recommendations – April 16th
- Budget Committee recommendations by Friday, April 19th
- Warrant signed and official by April 23rd

March 2013

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|--------------|-----|--|-----|-----|-----|---|
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19  | 20 | 21 | 22 | 23  |
| 24 | 25 | 26 | 27 | 28 | 29 | 30  |
| 31 Easter | | | | | | |

April 2013

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|--------|--------|--|-----------|----------|--------|---|
| | 1 | 2  | 3 | 4 | 5 | 6  |
| 7 | 8 | 9  | 10 | 11 | 12 | 13 |
| 14 | 15 | 16  | 17 | 18 | 19 | 20 |
| 21 | 22 | 23  | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | | | | |