8a.

Town of Wiscasset
Pay As You Throw (PAYT)
Frequently Asked Questions (FAQ's)

Quick Facts :

- 33 gallon bags would cost $2 each
  - A 33 gallon bag will hold about 10 Wal-Mart bags of trash.
- 15 gallon bags would cost $1.25 each.
- On average each person generates about 4.5 lbs of trash per day, the EPA estimates that 75% of that is recyclable.
- The Town generates about 1700 tons of Trash per year.
- We estimate that it will take about 126,000 bags (both 33 and 15 gallon) to handle 1700 tons of trash. 126,000 bags should generate $232,500 in user fees to pay for the transportation costs to Penobscot Energy Recovery Company (PERC), tipping fees to PERC ($136,000), and operational costs for the facility. These user fees will reduce the tax dollars needed to operate the Transfer Station.
- Bags would be sold at local businesses, Town Offices and Transfer Station.
- Everybody would use bags - both residents and businesses. Commercial haulers will only pick up official PAYT bags.

What is Pay As You Throw?

Pay As You Throw (PAYT), also known as Pay-Per-Bag, is a unit based pricing system for the disposal of trash where residents pay based on how much they throw away. The purchase price of the PAYT bag includes the cost of both waste collection and disposal. The less you throw away, the less you pay with PAYT.

Why is Wiscasset implementing PAYT?

The Town is implementing PAYT in an effort to reduce residents overall cost for waste disposal. PAYT is a system that allows each household to pay their fair share of trash disposal costs. PAYT also encourages recycling, which benefits everyone and reduces the household waste. The Town is a charter member of Penobscot Energy Recovery Company (PERC) which incinerates trash and generates electricity to sell to energy companies. The current energy contract with Bangor Hydro expires in 2018. Purchased energy today sells at a much lower price than when the original contract was signed. It is expected that PERC's revenue from the sale of electricity will decrease by 60% or more, causing tipping fees to increase to compensate for the lost revenue. The other option would be to close PERC as it would no longer be economically viable.

Preliminary estimates are that fees could increase up to 125%. If Tipping fees are only increased by 60% that would mean our fee would go from $76.70 per ton to $122.72 per ton. We dispose of approximately 1740 tons per year and our current annual tipping fee is $133,458. That same tonnage at $122.72 per ton equates to $213,532.80 in 2018. Whether PERC increases its fees or the Town moves to a landfill for disposal, the costs will continue to rise. Moving to a PAYT system could reduce our tonnage by 20%, which would result in a savings in tipping fees, both now and in the future. A 20% reduction would still require disposal of 1392 tons and at the new rate would equal $170,826.24. Reducing our tonnage is a way to minimize costs in the future.

How does PAYT work?

To understand how pay-as-you-throw works, let's look at how we buy other products. We pay for apples by the pound, gasoline by the gallon, electricity by the kilowatt hour, etc... PAYT operates the same way. You pay for the amount of garbage you throw away. Although the concept may seem relatively new, there are now more than 7,000 communities in the United States using PAYT programs. While there are many variations of PAYT, the most popular are on a per container basis where households are charged for each bag or can of waste they generate. A participant in PAYT purchases an approved PAYT bag and fills it with trash which is deposited at the Transfer Station. If you use a waste hauler you will still need to use PAYT bags. The waste hauler will only pick up official PAYT bags.

What are the benefits?

Pay As You Throw programs encourage the three E's: Equity, Environment and Economy.

> ***Equity*** – Since garbage is paid for by the unit instead of unlimited service, people who generate less waste will no longer subsidize the cost of those who generate larger amounts of waste.

> ***Environment*** – Pay-As-You-Throw provides an incentive to reduce waste and increase recycling. On average, communities that implement pay-as-you-throw programs report a 15-28% reduction in the amount of waste disposed. In addition, recycling rates often increase dramatically, sometimes reaching double or triple what they had been previously.

> ***Economy*** – By reducing waste, communities often find their overall municipal solid waste management costs decline as well.

When will PAYT go into effect?

The Town is currently looking at an effective date for fall of 2013.

Is this a new idea in Maine?

According to the Environmental Protection Agency, Maine has over 150 communities that currently utilize a PAYT program. The United States has over 7100 communities participating.

Can I still take my garbage to the Transfer Station?

Yes, the Transfer Station is still accepting all the same materials they did before. The only difference will be that all trash will need to be in an official PAYT bag.

Are there different sizes of PAYT bags?

Yes, there are 15-gallon and 33-gallon bags available. A 15-gallon bag costs $1.25 each with a weight of about 15 pounds. A 33-gallon bag costs $2.00 each and has a weight of about 35 pounds.

Where can I buy PAYT bags?

PAYT bags can be purchased at the Wiscasset Transfer Station and Town Office. The Town will be working with other town offices and local shops to find additional locations. They come in rolls of 10 with twist ties.

How many PAYT bags will I be able to dispose of each week?

There is no limit on how many Town approved PAYT bags you may bring to the Transfer Station. The PAYT program is designed to offset the cost of trash disposal. Each resident controls how much they spend for their own trash disposal.

Will I be charged for recycling bags?

No, recycling will continue at no additional cost.

How can I reduce my costs?

Recycle!! The same items that have been allowed to be recycled over the past five years will continue to be recycled. The list is available at the Transfer Station or on-line at www.wiscasset.org

Are there disadvantages to PAYT?

Illegal dumping is a frequently raised issue. While people often assume that illegal dumping will increase once residents are asked to pay for each container of waste they generate, most communities with PAYT have found this not to be the case. Illegal dumping is against the law. All incidents of illegal dumping will be investigated and prosecuted.

What if I have other questions?

Call 882-8231 if you have questions regarding PAYT or recycling.

Town of WISCASSET
Tax Information Sheet
As of: 04/30/2013

9a.

Account: 2543 **Name:** SOMMELIER HOLDINGS, LLC

Location: BATH ROAD
Map and Lot: U15A-007-C **Sale Date:** 08/03/2009
Deed Reference: B4227P213 11/30/2009 **Sale Price:** $20,000

Land:	115,800	**Total Acres:**	1.42
Building:	0	**Tree Growth:**	Soft : 0 Mixed : 0 Hard : 0
Exempt	0	**Farmland:**	
Total:	115,800	**Open Space:**	
		Zoning:	19 - COMMERCIAL
		SFLA:	0

	Amount	Mill Rate
Last Billed : 2012-1	1,841.22	15.90
Previous Billed : 2011-1	1,754.37	15.15

Outstanding Taxes

Year	Per Diem	Principal	Interest	Costs	Total
2012-1	0.3531	1,841.22	33.55	0.00	1,874.77
2011-1	0.3365	1,754.37	154.43	50.50	1,959.30
2010-1	0.3287	1,713.84	272.81	49.09	2,035.74
2009-1	0.3209	1,673.31	383.17	52.13	2,108.61
	1.3392	6,982.74	843.96	151.72	7,978.42

2012-1 Period Due

10/26/2012	920.61	33.55	0.00	954.16
04/26/2013	920.61			920.61
				1,874.77

Information Given By: _____

Title: _____ 04/30/2013

All calculations are as of: 04/30/2013

Map/Lot: U15A-007-C
Account: 2543 Card: 1 of 1 Location: BATH ROAD

Neighborhood	U.S. RTE 1
Zoning/Use	COMMERCIAL
Topography	Rolling
Utilities	NoWater/NoSewer
Street	Paved

Sale Data

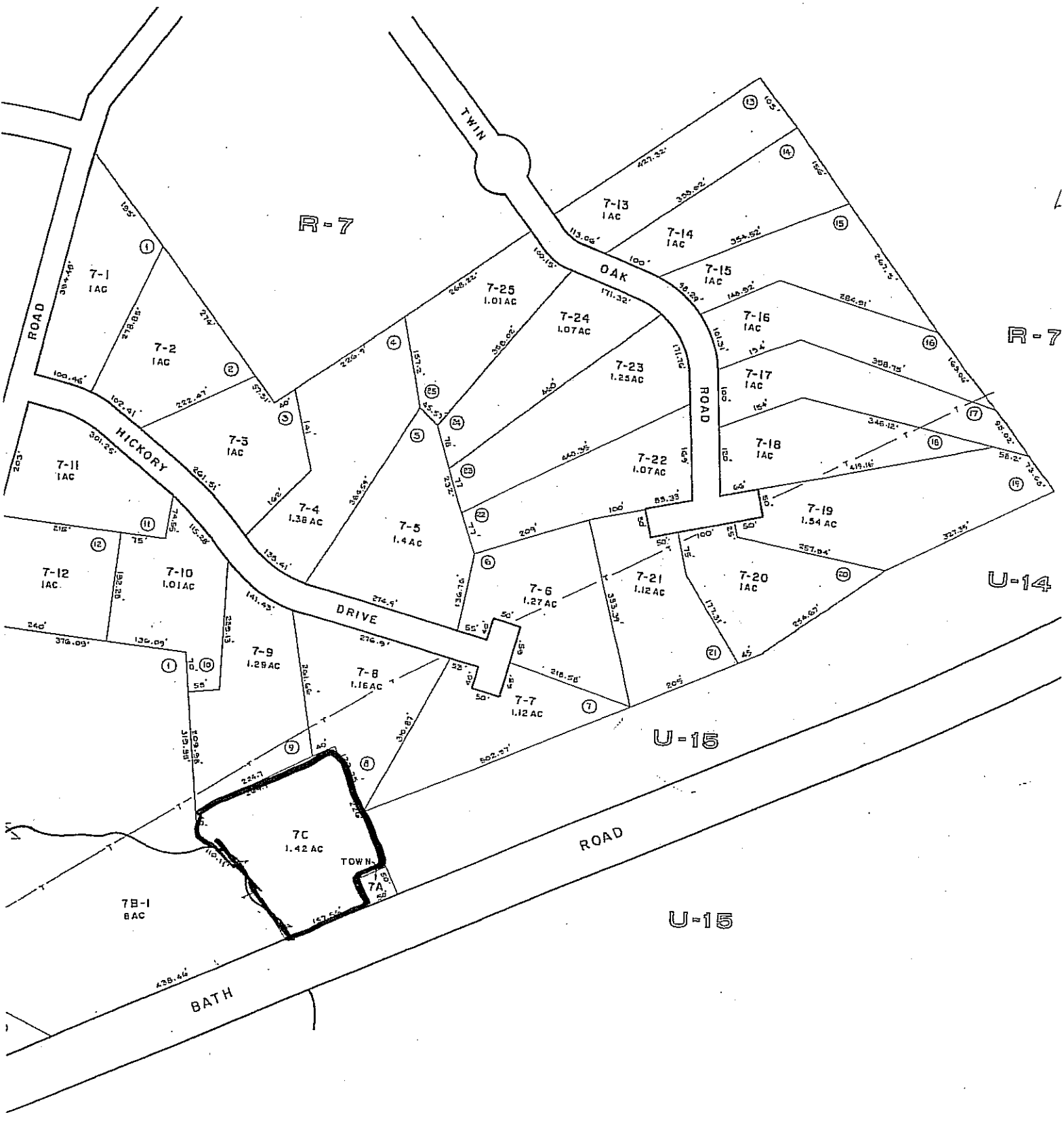
Sale Date	08/03/2009
Sale Price	20,000
Sale Type	Land Only
Financing	Unknown
Verified	Buyer
Validity	Related Parties

Reference 1	B4227P0213
Reference 2	U-15A-007-C
Tran/Land/Bldg	0 2 15
FARM LAND	0 OPEN SPACE 0
Exemption(s)	Land Schedule 1

Land Description

Units	Method - Description	Price/Unit	Total	Fctr	Influence	Value
1.00	Acres-Base Commercial	135,000	135,000	70%	Topography	94,500
1.00	Acres-Commercial Size Adj	15,000.00	15,000	100%		15,000
0.42	Acres-Commercial 1-20	15,000.00	6,300	100%		6,300
Total Acres 1.42				Land Total		115,800

Accpt Land 115,800 **Accepted Bldg** 0 **Total** 115,800



LL15A-007-

LEGEND

ADJACENT SHEET NO. 12

COMMON OWNERSHIP OR /

DEVELOPMENT LOT NO. ②

SCALED DIMENSION ±

PROPERTY MAP

WISCASSET, MAINE

SCALE IN F

0 100

Town of WISCASSET
Tax Information Sheet
As of: 04/30/2013

Account: 1229 **Name:** BARNETT TRUSTEE, ETHEL, C/O MARILYN ALDRIDGE, PR

Location: 25 MIDDLE STREET
Map and Lot: U01-092
Deed Reference: B2363P341

Sale Date:
Sale Price:

Land:	111,200
Building:	79,800
Exempt	0
Total:	191,000

Total Acres: 0.11
Tree Growth: Soft : 0 Mixed : 0 Hard : 0
Farmland:
Open Space:
Zoning: 27 - RES. USE in BUS ZONE
SFLA: 1548

	Amount	Mill Rate
Last Billed : 2012-1	3,036.90	15.90
Previous Billed : 2011-1	2,893.65	15.15

Outstanding Taxes

Year	Per Diem	Principal	Interest	Costs	Total
2012-1	0.5824	3,036.90	55.33	0.00	3,092.23
2011-1	0.5549	2,893.65	254.72	50.50	3,198.87
2010-1	0.5421	2,826.80	449.97	49.09	3,325.86
2009-1	0.5294	2,760.53	632.12	52.13	3,444.78
2008-1	0.6405	2,597.60	997.91	53.08	3,648.59
2007-1	0.6122	2,483.00	1,176.74	35.18	3,694.92
2006-1	0.5307	2,152.38	1,233.52	26.42	3,412.32
	3.9924	18,750.86	4,800.31	266.40	23,817.57

2012-1 Period Due

10/26/2012	1,518.45	55.33	0.00	1,573.78
04/26/2013	1,518.45			1,518.45
				3,092.23

Information Given By: _____

Title: _____ 04/30/2013

All calculations are as of: 04/30/2013

Name: BARNETT TRUSTEE, ETHEL
C/O MARILYN ALDRIDGE, PR
Account: 1229 Card: 1 of 1

Map/Lot: U01-092
Location: 25 MIDDLE STREET

Neighborhood	VILLAGE
Zoning/Use	RES. USE in BUS ZONE
Topography	Level
Utilities	All Public
Street	Paved
Reference 1	B2363P0341
Reference 2	U-01-092/00 0000000000
Tran/Land/Bldg	1 1 11
FARM LAND	0 OPEN SPACE 0
Exemption(s)	Land Schedule 101

Land Description

Units	Method - Description	Price/Unit	Total	Fctr	Influence	Value
1.00	Acres-Base Homesite Value	110,000	110,000	100%		110,000
0.11	Acres-HS Size Adj	11,000.00	1,210	100%		1,210
Total Acres 0.11				Land Total		111,210

Dwelling Description — **Replacement Cost New**

Conventional	Two Story	660 Sqft	Grade B 100	Base	108,226
Exterior	ALUM/VINYL	Masonry Trim	None	Trim	0
Dwelling Units	1 OTHER Units-0	Roof Cover	Asphalt Shingles	Roof	0
					0
					0
Foundation	Brick &/or Stone	Basement	Dry Full Bmt	Basement	0
Fin. Basement Area	None	Basement Gar	None	Fin Bsmt	0
Heating	50% Forced Warm	Cooling	0% None	Heat	-4,042
Rooms	8				
Bedrooms	3	Add Fixtures	0		
Baths	2	Half Baths	0	Plumbing	3,919
Attic	Floor & Stairs			Attic	1,293
FirePlaces	0			Fireplace	0
Insulation	Full			Insulation	0
Unfin. Living Area	NONE			Unfinished	0

Dwelling Condition

Built	Renovated	Kitchens	Baths	Condition	Layout	Total
1890	0	TYPICAL	TYPICAL	Below Average	Typical	109,396

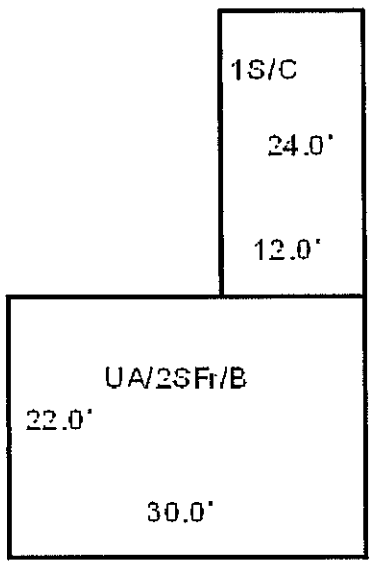
Functional Obsolescence	Economic Obsolescence	Phys. %	Func. %	Econ. %	Value(Rcnld)
None	None	57%	100%	100%	62,356

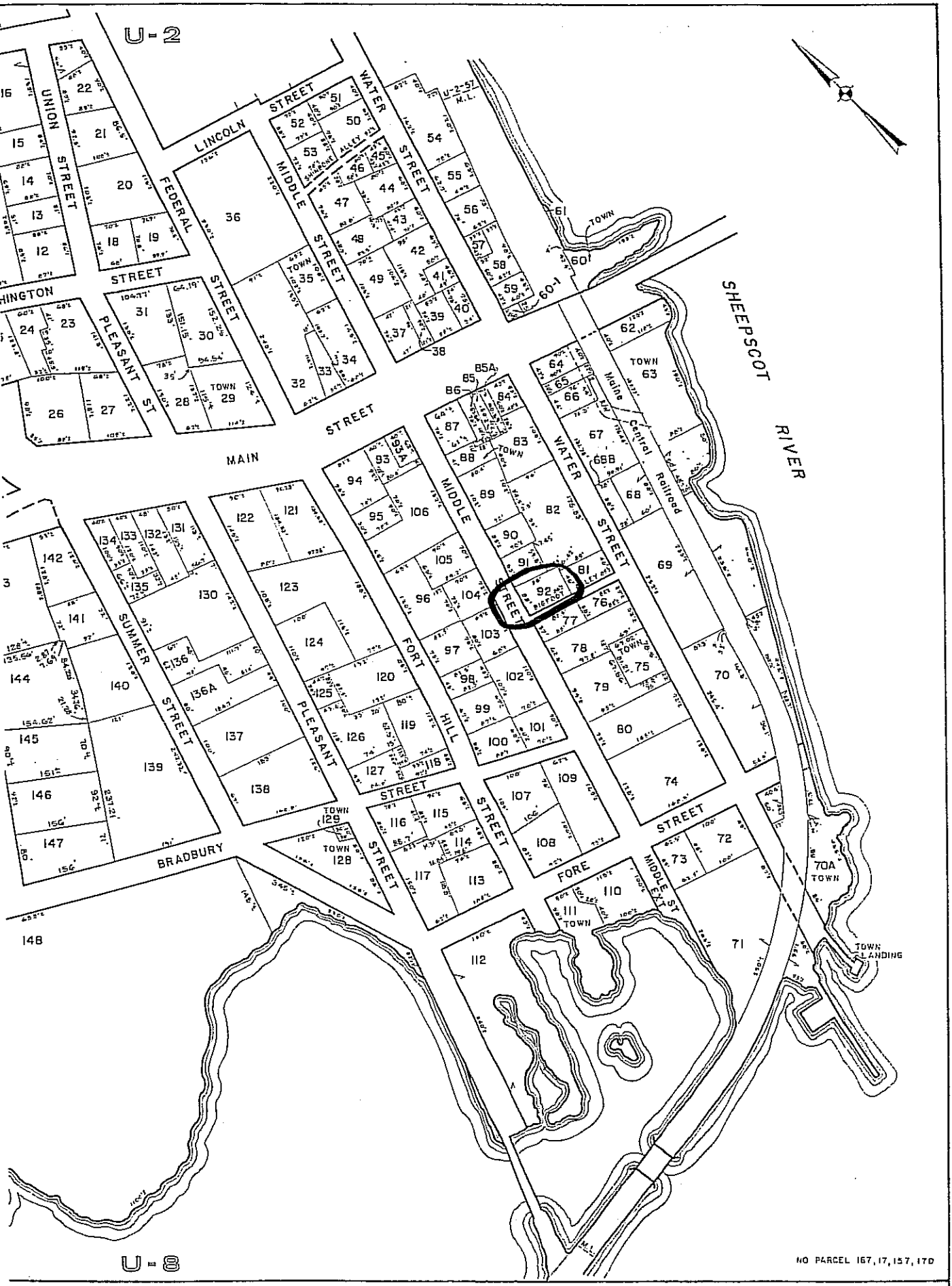
Outbuildings/Additions/Improvements

Description	Year	Units	Grade	RCN	Cond	Percent Good Phy	Func	Econ	Value Rcnld
ONE STORY FRAME	1900	228	B 100	16,455	Avg-	57%	100%	100%	9,379
1.50 ST GARAGE..	1900	340	D 100	18,737	Fair	42%	100%	100%	7,870
Shed.....	1900	102	D 100	537	Fair	42%	100%	100%	226
1,548 SFLA		123.41 = $/SFLA (1)					Outbuilding Total		17,475

Accpt Land 111,200 **Accepted Bldg** 79,800 **Total** 191,000

1.5SGARAGE 20X17 W/ ATT SHED 6X17





PROPERTY MAP

SCASSET, MAINE

SCALE IN FEET

0 100 200

U-1

Town of WISCASSET
Tax Information Sheet
As of: 04/30/2013

Account: 2284 **Name:** HUNT COMPANY, INC.

Location: 519A GARDINER ROAD

Map and Lot: R03-085-C **Sale Date:** 10/09/2001

Deed Reference: B4363P99 01/13/2011 B2929P167 10/15/2002 **Sale Price:** $165,000

Land:	179,200	**Total Acres:**	3.62
Building:	103,900	**Tree Growth:**	Soft : 0 Mixed : 0 Hard : 0
Exempt	0	**Farmland:**	
Total:	283,100	**Open Space:**	
		Zoning:	19 - COMMERCIAL
		SFLA:	0

	Amount	Mill Rate
Last Billed : 2012-1	4,501.29	15.90
Previous Billed : 2011-1	4,288.97	15.15

Outstanding Taxes

Year	Per Diem	Principal	Interest	Costs	Total
2012-1	0.8633	4,501.29	82.01	0.00	4,583.30
2011-1	0.8225	4,288.97	377.54	56.25	4,722.76
2010-1	0.8035	4,189.88	666.94	71.77	4,928.59
2009-1	1.2950	6,752.63	1,546.26	74.39	8,373.28
2008-1	1.5731	6,379.76	2,450.88	53.08	8,883.72
2007-1	1.5149	6,143.80	2,911.66	46.26	9,101.72
2006-1	0.4522	1,833.96	1,051.03	26.42	2,911.41
	7.3246	34,090.29	9,086.32	328.17	43,504.78

2012-1 Period Due

10/26/2012	2,250.65	82.01	0.00	2,332.66
04/26/2013	2,250.64			2,250.64
				4,583.30

Information Given By: _____

Title: _____ 04/30/2013

All calculations are as of: 04/30/2013

Map/Lot: R03-085-C
Account: 2284 Card: 1 of 1 Location: 519A GARDINER ROAD

Neighborhood	RURAL WEST
Zoning/Use	COMMERCIAL
Topography	Level
Utilities	Drilled WellSeptic System
Street	Paved

Sale Data

Sale Date	10/09/2001
Sale Price	165,000
Sale Type	Land & Buildings
Financing	Unknown
Verified	Public Record
Validity	Distressed Sale

Reference 1	B2929P0167 B4363P0099		
Reference 2			
Tran/Land/Bldg	1 1 13		
FARM LAND	0	OPEN SPACE	0
Exemption(s)		Land Schedule	103

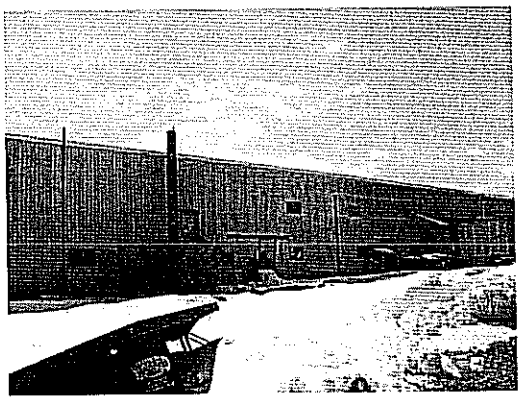
Land Description

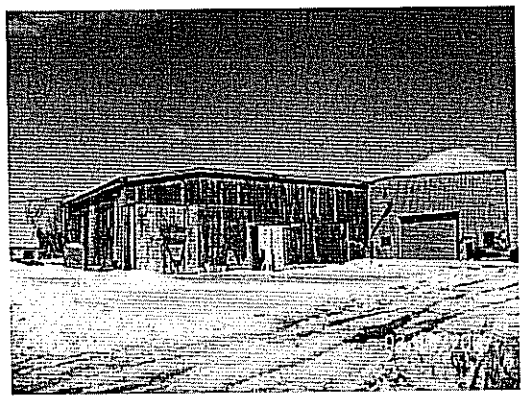
Units	Method - Description	Price/Unit	Total	Fctr	Influence	Value
1.00	Acres-Base Commercial	45,000.00	45,000	100%		45,000
1.00	Acres-Commercial Size Adj	4,500.00	4,500	100%		4,500
2.62	Acres-Commercial Prime	49,500.00	129,690	100%		129,690
Total Acres 3.62				Land Total		179,190

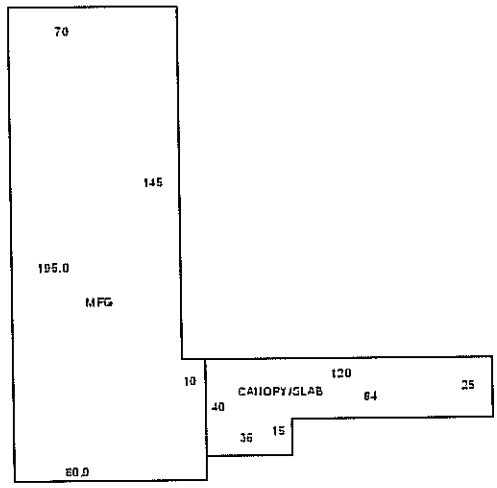
Outbuildings/Additions/Improvements

Description	Year	Units	Grade	RCN	Cond	Percent Good Phy	Func	Econ	Value RcnId
DRYING SHED.....	1960	3540	D 90	21,920	Fair	46%	50%	100%	5,042
MAN STEEL.....	1960	14150	D 90	297,098	Fair	46%	50%	100%	68,332
WAREHOUSE WD....	1960	3900	D 90	132,577	Fair	46%	50%	100%	30,492
							Outbuilding Total		103,866

Accpt Land	179,200	**Accepted Bldg**	103,900	**Total**	283,100



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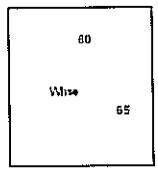
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PROPERTY MAP

WISCASSET, MAINE

SCALE IN FEET
0 500 1000

R3-85C

Town of WISCASSET
Tax Information Sheet
As of: 05/15/2013

Account: 472 **Name:** MCAFEE, MABEL

Location: 930 GARDINER ROAD

Map and Lot: R04-001 **Sale Date:**

Deed Reference: B1911P202 **Sale Price:**

Land:	40,700
Building:	101,700
Exempt	16,000
Total:	126,400

Exempt Codes:	**Amount**
02 - WARTIME VET/ME.....	6,000
50 - HOMESTEAD EXEMPT	10,000

Total Acres:	1.54
Tree Growth:	Soft : 0 Mixed : 0 Hard : 0
Farmland:	
Open Space:	
Zoning:	21 - RURAL
SFLA:	1434

	Amount	**Mill Rate**
Last Billed : 2012-1	2,009.76	15.90
Previous Billed : 2011-1	1,914.96	15.15

Outstanding Taxes

Year	Per Diem	Principal	Interest	Costs	Total
2012-1	0.3854	2,009.76	42.40	0.00	2,052.16
2011-1	0.3673	1,914.96	174.09	56.25	2,145.30
2010-1	0.3588	1,870.72	303.16	66.18	2,240.06
2009-1	0.3420	1,783.13	413.45	57.72	2,254.30
	1.4534	7,578.57	933.10	180.15	8,691.82

2012-1 Period Due

10/26/2012	1,004.88	42.40	0.00	1,047.28
04/26/2013	1,004.88			1,004.88
				2,052.16

Information Given By: Shari V. Fredette

Title: Tax Collector/Treasurer 05/15/2013

All calculations are as of: 05/15/2013

RE Account 472 Detail
as of 05/15/2013

Name: MCAFEE, MABEL

Location: 930 GARDINER ROAD
Acreage: 1.54 Map/Lot: R04-001
Book Page: B1911P202

2012-1 Period Due:
1) 1,047.28
2) 1,004.88

Land:	40,700
Building:	101,700
Exempt	16,000
Total:	126,400

Ref1: B1911P0202
Mailing Address: 930 GARDINER ROAD
WISCASSET ME 04578

Year/Rec #	Date	Reference	P	C	Principal	Interest	Costs	Total
2012-1 R					2,009.76	42.40	0.00	2,052.16
2011-1 L	*				1,914.96	174.09	56.25	2,145.30
2010-1 L	*				1,870.72	303.16	66.18	2,240.06
2009-1 L	*				1,783.13	413.45	57.72	2,254.30
2008-1 L	*				0.00	0.00	0.00	0.00
2007-1 L	*				0.00	0.00	0.00	0.00
2006-1 R					0.00	0.00	0.00	0.00
2005-1 R					0.00	0.00	0.00	0.00
2004-2 R					0.00	0.00	0.00	0.00
2004-1 S					0.00	0.00	0.00	0.00
Account Totals as of 05/15/2013					7,578.57	933.10	180.15	8,691.82

Per Diem	
2012-1	0.3854
2011-1	0.3673
2010-1	0.3588
2009-1	0.3420
Total	1.4534

Exempt Codes: 02 - WARTIME VET/ME.....
50 - HOMESTEAD EXEMPT

Note: Payments will be reflected as positive values and charges to the account will be represented as negative values.

Account: 472 Card: 1 of 1 Map/Lot: R04-001 Location: 930 GARDINER ROAD

Neighborhood	RURAL WEST
Zoning/Use	RURAL
Topography	Level
Utilities	Drilled WellSeptic System
Street	Paved
Reference 1	B1911P0202
Reference 2	R-04-001/00 0000000000
Tran/Land/Bldg	1 1 11
FARM LAND	0 OPEN SPACE 0
Exemption(s)	2 50 0 Land Schedule 103

Land Description

Units	Method - Description	Price/Unit	Total	Fctr	Influence	Value
1.00	Acres-Base Homesite Value	36,000.00	36,000	100%		36,000
1.00	Acres-HS Size Adj	3,600.00	3,600	100%		3,600
0.54	Acres-Rear Land 1-10	2,000.00	1,080	100%		1,080
Total Acres 1.54					Land Total	40,680

Dwelling Description — **Replacement Cost New**

Colonial	One & 3/4 Story	728 Sqft	Grade C 105	Base	108,656
Exterior	ALUM/VINYL	Masonry Trim	None	Trim	0
Dwelling Units	1 OTHER Units-0	Roof Cover	Asphalt Shingles	Roof	0
					0
					0
Foundation	Concrete Slab	Basement	None	Basement	-8,141
Fin. Basement Area	None	Basement Gar	None	Fin Bsmt	0
Heating	100% Forced Warm	Cooling	0% None	Heat	0
Rooms	5	HEARTH		HEARTHS	0
Bedrooms	2	Add Fixtures	0		
Baths	1	Half Baths	0	Plumbing	0
Attic	None			Attic	0
FirePlaces	0			Fireplace	0
Insulation	Full			Insulation	0
Unfin. Living Area	NONE			Unfinished	0

Dwelling Condition

Built	Renovated	Kitchens	Baths	Condition	Layout	Total
1987	0	TYPICAL	TYPICAL	Average	Typical	100,515

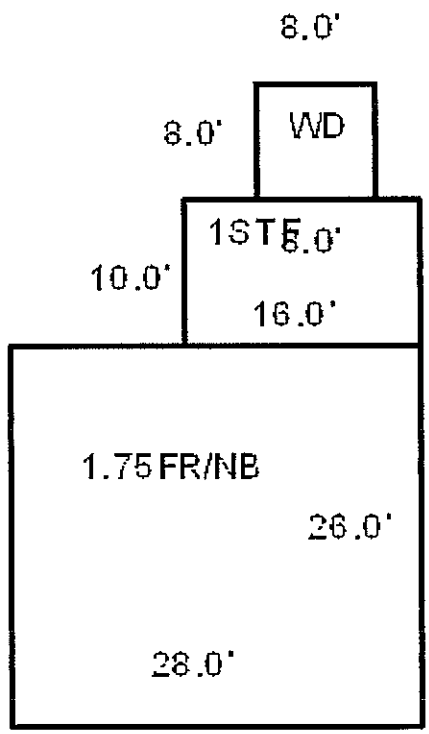
Functional Obsolescence	Economic Obsolescence	Phys. %	Func. %	Econ. %	Value(Rcnld)
None	None	84%	100%	100%	84,433

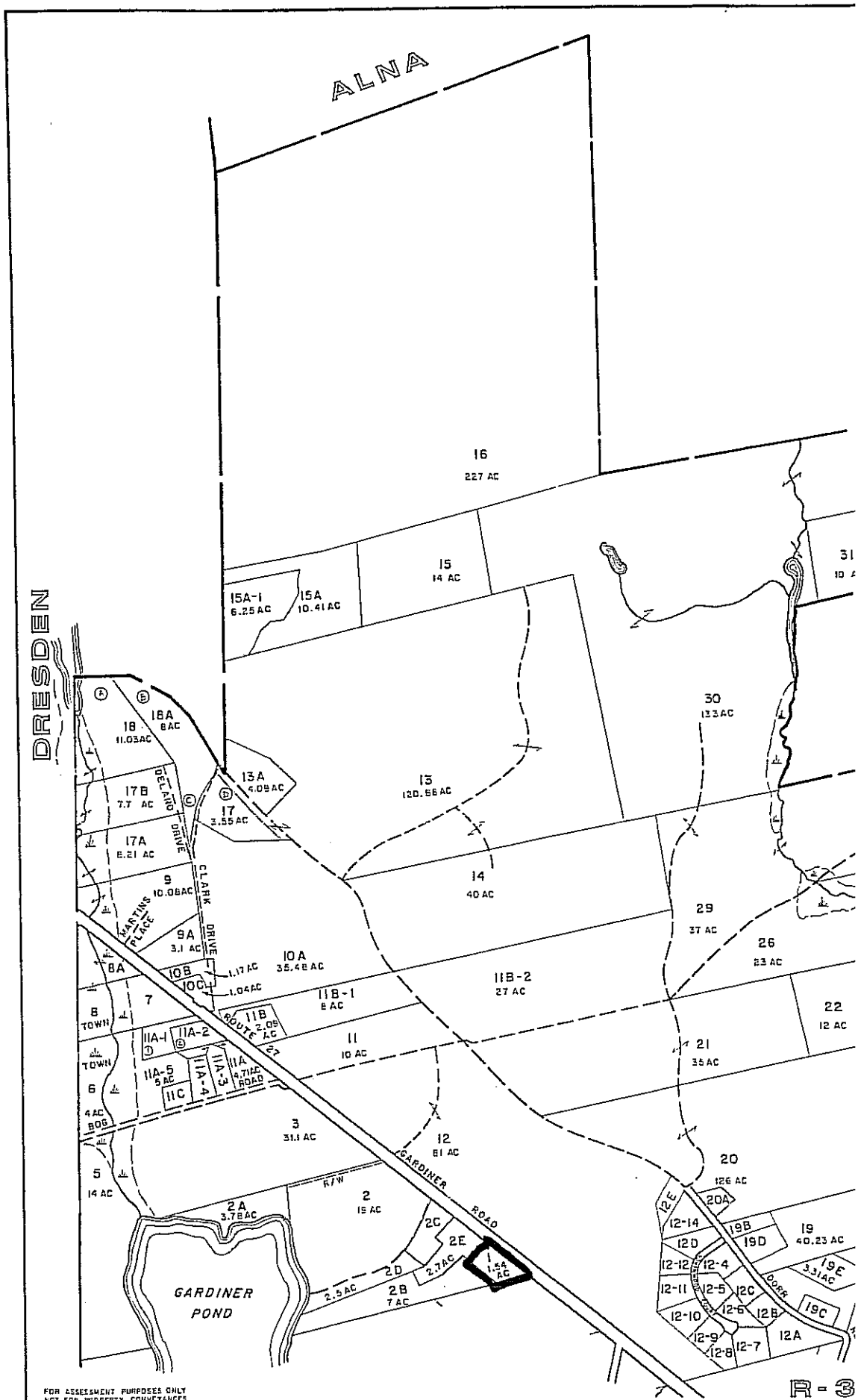
Outbuildings/Additions/Improvements

Description	Year	Units	Grade	RCN	Cond	Percent Good Phy	Func	Econ	Value Rcnld
ONE STORY FRAME	1987	160	C 105	10,544	Avg.	82%	100%	100%	8,646
Frame Garage	1987	620	C 100	17,496	Poor	47%	100%	100%	8,223
Wood Deck	1987	64	D 100	691	Fair	61%	100%	100%	422
1,434 SFLA		99.31 = $/SFLA (1)						Outbuilding Total	17,291

Accpt Land 40,700 **Accepted Bldg** 101,700 **Total** 142,400

FRGARAGE 20X31

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19C
12-9
12-8
12-7
12A
FOR ASSESSMENT PURPOSES ONLY
NOT FOR PROPERTY CONVEYANCES
R-3
JOHN E. O'DONNELL & ASSOCIATES
AUBURN, MAINE
1973
WISCAS

Town of WISCASSET
Tax Information Sheet
As of: 04/30/2013

Account: 1850 **Name:** TRUE, DONALD A., TRUE, DENISE L.

Location: 73 SHADY LANE
Map and Lot: U21-017-A
Deed Reference: B2055P216

Sale Date: 04/01/1995
Sale Price: $19,000

Land:	36,300
Building:	81,300
Exempt	0
Total:	117,600

Total Acres: 1
Tree Growth: Soft : 0 Mixed : 0 Hard : 0
Farmland:
Open Space:
Zoning: 21 - RURAL
SFLA: 2570

	Amount	Mill Rate
Last Billed : 2012-1	1,869.84	15.90
Previous Billed : 2011-1	1,781.64	15.15

Outstanding Taxes

Year	Per Diem	Principal	Interest	Costs	Total
2012-1	0.3586	1,869.84	34.07	0.00	1,903.91
2011-1	0.3417	1,781.64	156.83	50.50	1,988.97
2010-1	0.3338	1,740.48	277.04	49.09	2,066.61
2009-1	0.3260	1,699.75	389.22	52.13	2,141.10
2008-1	0.7760	3,147.04	1,208.98	53.08	4,409.10
2007-1	0.7142	2,896.40	1,196.44	35.18	4,128.02
	2.8502	13,135.15	3,262.58	239.98	16,637.71

2012-1 Period Due

10/26/2012	934.92	34.07	0.00	968.99
04/26/2013	934.92			934.92
				1,903.91

Information Given By: _____

Title: _____ 04/30/2013

All calculations are as of: 04/30/2013

Name: TRUE, DONALD A.
TRUE, DENISE L.
Map/Lot: U21-017-A
Account: 1850 Card: 1 of 1 Location: 73 SHADY LANE

Neighborhood	SOUTHEAST
Zoning/Use	RURAL
Topography	Level
Utilities	All Public
Street	Paved

Sale Data

Sale Date	04/01/1995
Sale Price	19,000
Sale Type	Land & Buildings
Financing	Unknown
Verified	Public Record
Validity	Arms Length Sale

Reference 1	B2055P0216		
Reference 2	U-21-017/A0 0000000000		
Tran/Land/Bldg	6 1 11		
FARM LAND	0	OPEN SPACE	0
Exemption(s)		Land Schedule	109

Land Description

Units	Method - Description	Price/Unit	Total	Fctr	Influence	Value
1.00	Acres-Base Homesite Value	33,000.00	33,000	100%		33,000
1.00	Acres-HS Size Adj	3,300.00	3,300	100%		3,300
Total Acres 1.00					Land Total	36,300

Dwelling Description

Cape Cod	One & 1/2 Story	1,160 Sqft	Grade C 105	**Replacement Cost New**	
Exterior	ALUM/VINYL	Masonry Trim	None	Base	149,795
Dwelling Units	1 OTHER Units-0	Roof Cover	Asphalt Shingles	Trim	0
				Roof	0
					0
					0
Foundation	Concrete Slab	Basement	None	Basement	-12,972
Fin. Basement Area	None	Basement Gar	None	Fin Bsmt	0
Heating	100% Hot Water BB	Cooling	0% None	Heat	0
Rooms	6				
Bedrooms	4	Add Fixtures	0		
Baths	1	Half Baths	1	Plumbing	2,386
Attic	None			Attic	0
FirePlaces	0			Fireplace	0
Insulation	Full			Insulation	0
Unfin. Living Area	NONE			Unfinished	0

Dwelling Condition

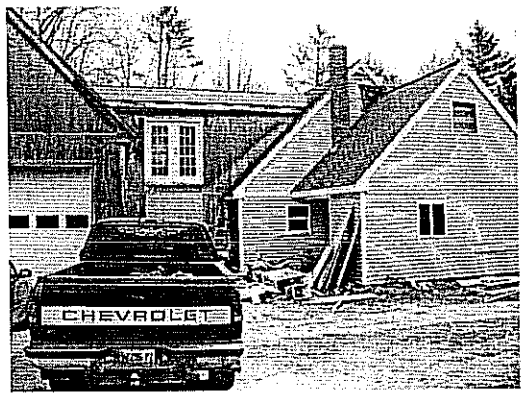
Built	Renovated	Kitchens	Baths	Condition	Layout	Total
1998	0	TYPICAL	TYPICAL	Average	Typical	139,209

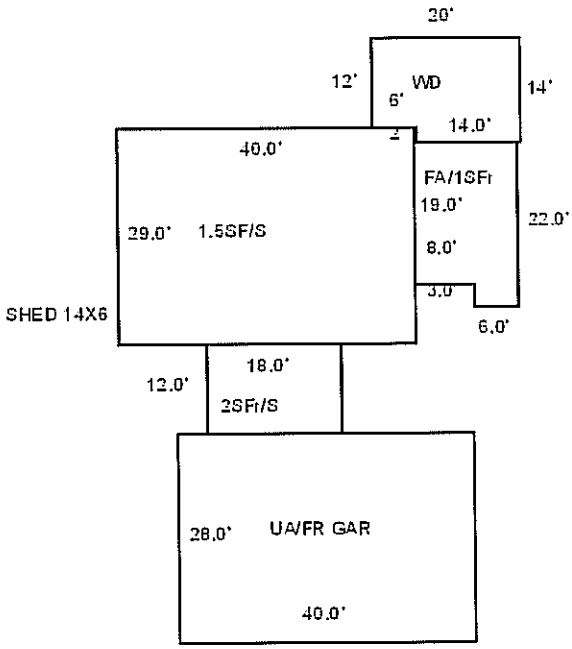
Functional Obsolescence	Economic Obsolescence	Phys. %	Func. %	Econ. %	Value(Rcnld)
Incomplete	None	88%	25%	100%	30,626

Outbuildings/Additions/Improvements

Description	Year	Units	Grade	RCN	Cond	Percent Good Phy	Func	Econ	Value Rcnld
FA/1FR	1998	284	C 105	23,107	Avg.	88%	25%	100%	5,084
Frame Shed	1998	84	C 105	540	Avg.	88%	25%	100%	119
Frame Shed	1998	80	C 100	490	Avg.	88%	100%	100%	431
1.25 ST GARAGE..	2004	1120	D 100	39,955	Avg-	81%	100%	100%	32,364
TWO STORY FRAME	2004	216	C 100	22,095	Avg.	91%	50%	100%	10,053
Wood Deck	2008	268	C 100	2,884	Avg.	92%	100%	100%	2,653
2,570 SFLA		45.77 = $/SFLA (1)					Outbuilding Total		50,704

Accpt Land 36,300 **Accepted Bldg** 81,300 **Total** 117,600


CHEVROLET


20'
12'
WD
6'
14'
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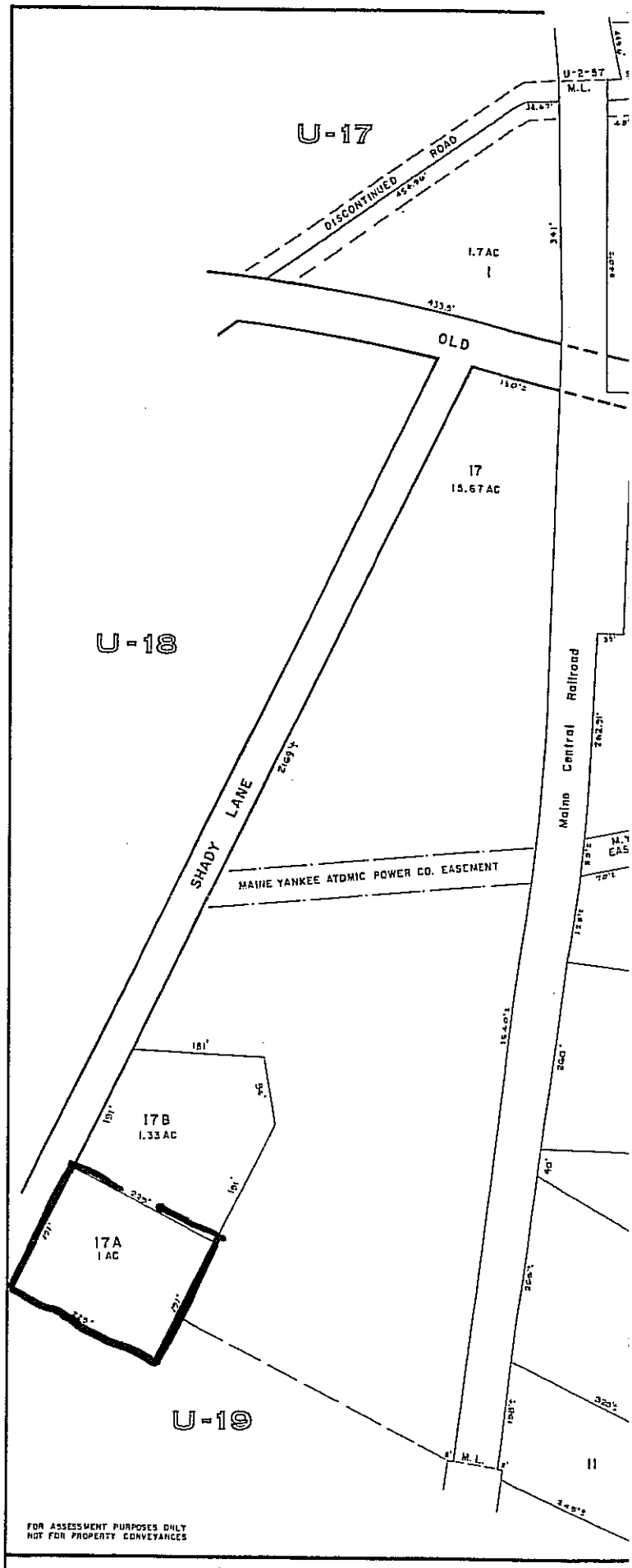
2'
40.0'
FA/1SFr
19.0'
22.0'
29.0'
1.5SF/S
8.0'
3.0'
SHED 14X6
6.0'
18.0'
12.0'
2SFr/S
28.0'
UA/FR GAR
40.0'

SHED 8' X 10'



JOHN E. O'DONNELL & ASSOCIATES
AUBURN, MAINE
1973

U21-017A

SHORT FORM MUNICIPAL QUITCLAIM DEED

The **TOWN OF WISCASSET, MAINE**, a body corporate located in Lincoln County, Maine, for consideration paid, releases to **BRUCE N. MULLINS AND TERESA MARIE MULLINS**, Maine residents with a mailing address of 501 Lowelltown Road, Wiscasset, ME 04578, the land in Wiscasset, Lincoln County, Maine more particularly described as follows:

> All the Town's right, title and interest in a parcel of land located on Lowelltown Road, described as Map/Lot R02-017-B on maps prepared by John E. O'Donnell & Associates, dated April 1, 2010 on file in the Wiscasset Town Office, and acquired by virtue of matured tax liens for the years 2004, 2005, 2006, 2007, 2008, 2009, and 2010 recorded in the Lincoln County Registry of Deeds at Book 3474, Page 175; Book 3709, Page 11; Book 3881, Page 43; Book 4044, Page 207; Book 4175, Page 279; Book 4297, Page 286; and Book 4418, Page 314, respectively.
>
> Reference is made to a deed from The Inhabitants of the Town of Wiscasset to The Estate of Marjory Delano Sproul and Perry Sproul dated October 9, 2003 and recorded in the Lincoln County Registry of Deeds in Book 3181 at Page 139.

The said Town of Wiscasset has caused this instrument to be signed in its corporate name by its Board of Selectmen, duly authorized, this ___ day of May 2013.

TOWN OF WISCASSET
By Its Board of Selectmen

By: _____ By: _____
Pamela Dunning, Chair Judith Colby

By: _____ By: _____
William Curtis Edward Polewarczyk

By: _____
Jefferson Slack

STATE OF MAINE
COUNTY OF LINCOLN, ss. May ___, 2013

PERSONALLY APPEARED the above-named _____ in his/her capacity as Selectperson of the Town of Wiscasset, Maine and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said Town.

_____

Notary Public/ Attorney at Law

May 5,2013

Laurie Smith
Town Manager
Wiscasset Maine

My name is Bruce Mullins and I recently was told that the property next door to me at 489 Lowelltown Road was forclosed on by the town. My wife and I have tried several times to purchase this property. After Marjory passed we offered to pay fair market value for the property and let Sam Sproul stay there as long as he needed to. We also heard three or for times that if we paid the back taxes we could aquire the property. We were told that was not correct.

My wife Teresa is one of Marjory and Sams daughters and it means alot to her if we could keep the propérty in the family. We would be willing to pay the back taxes and renovate the proprerty and bring the house up to current code and living standards.

Thank You Bruce Mullins
501 Lowelltown Road
Wiscasset Maine
882-9295

RATIO DECLARATION & REIMBURSEMENT APPLICATION

10a.

Municipality of: WISCASSET **County of: LINCOLN**
Developed Parcel Ratio: 108% **Filing Deadline: June 1, 2013**

SECTION A: DECLARATION OF CERTIFIED RATIO

Municipal assessors are required to annually report the ratio or percentage of just value upon which local assessments are based (**36 MRSA §383**) Assessors must multiply the amount of the Homestead Exemption by the ratio certified pursuant to **§383** to determine the proper amount of exemption to be granted. The ratio certified by local assessors should reasonably agree with the overall assessment ratio for developed parcels (residential property) determined by Maine Revenue Services in its annual audit conducted for the purpose of determining the State Valuation. Of the following boxes, please check the ***one*** box which is most appropriate for your municipality for the **2013** tax year:

☐ We will use the developed parcel ratio determined by Maine Revenue Services of **108%** as our declared certified ratio. The developed parcel ratio is a direct finding and final result of Maine Revenue Services' audit of **2011** local valuations for residential property as stated in the **2013 State Valuation.**

☒ We will use the municipality's **declared 2013 certified ratio** to adjust the amount of local homestead exemption. The certified ratio declared is within 10% of the developed parcel ratio **(between 97.2% and 118.8%)** last determined by Maine Revenue Services; **or**

We hereby petition to use a ratio that varies by more than 10% from the developed parcel ratio last determined by Maine Revenue Services for the following reason: **(Note: No requests for a variance in ratio will be granted unless accompanied by documentation supporting the proposed change. Ratios certified outside the allowable 10% will default to the Developed Parcel Ratio.)**

- ☐ A total revaluation is to be implemented for the 2013 tax year **(proof required)**
- ☐ A partial revaluation is to be implemented for the 2013 tax year **(proof required)**
- ☐ More current sales information is available which justifies a higher ratio **(proof required)**
- ☐ Other_____

SECTION B: HOMESTEAD PROPERTY TAX EXEMPTION INFORMATION

1. The total number of homestead exemptions granted (actual or estimated) # 1005

2. We plan to use the following **Certified Ratio** to adjust the full *just value* exemptions: % 100 (see Section A above)

3. The corresponding total amount of 2013 Homestead value exempted is $ 10,050,000

4. The 2013 municipal tax rate is _____ mils. (**NOTE**: If the local tax commitment is not final for 2013, use the 2012 local tax rate or an estimated rate...whichever is more accurate.)

5. The actual number of *new* homestead applications processed this year. # 58

SECTION C: ASSESSOR(S) SIGNATURES

We, the assessors, do state that the that the information contained on this document is, to the best knowledge and belief of this office, reported correctly, accurately and in accordance with the requirements of the law.

_____/_____ Date _____

Contact Person: _____ Phone# _____

PLEASE COMPLETE AND RETURN TO:
fax 287-6396
PHONE 624-5604
EMAIL linda.r.ellis@maine.gov

MAINE REVENUE SERVICES
PROPERTY TAX DIVISION ATTN: LINDA ELLIS
PO BOX 9106,
AUGUSTA ME 04332-9106

10 b.

TOWN OF WISCASSET
MUNICIPAL LICENSING BOARD
51 Bath Road
Wiscasset, ME 04578-4108
207-882-8200 Fax 207-882-8228

APPLICATION FOR LICENSE AS A COMMERCIAL WASTE DISPOSAL HAULER

The undersigned hereby applies for a license as a Hauler of Non-Hazardous Solid Waste within the town of Wiscasset for the licensing year ending May 31, 20____ .

1. Firm or Trade Name Regional Rubbish Removal Inc
2. State location where business will be done Ana, Wiscasset

3. Have you ever held a Waste Disposal Hauler License before? YES ✓ NO ___

   If yes, where? Wiscasset, Hatch Hill, Noblebro, Waldoboro, Bath

4. Have you ever been convicted of violating the Solid Waste Ordinances? YES ___ NO ✓

   If yes, explain: _____

I warrant the truth of the foregoing statements.

Dated at Wiscasset this _____ day of _____ 20____.

F Michael Naylor
Applicant's Name – Please print

F Michael Naylor
Applicant's Signature

Business Mailing Address:
PO Box 138
Walpole ME
04573

Address of residence:
751 State Rte 129
Walpole ME
04573

INCLUDE FEE: Resident: $300.00 NON-Resident $300.00

For Office Use

Fee Received: _____ Check No. _____

TOWN OF WISCASSET
MUNICIPAL LICENSING BOARD
51 Bath Road
Wiscasset, ME 04578-4108
207-882-8200 Fax 207-882-8228

APPLICATION FOR LICENSE AS A COMMERCIAL WASTE DISPOSAL HAULER

The undersigned hereby applies for a license as a Hauler of Non-Hazardous Solid Waste within the town of Wiscasset for the licensing year ending May 31, 20 14 .

1. Firm or Trade Name Giles Rubbish Inc.
2. State location where business will be done Alna, Westport + Wiscasset
3. Have you ever held a Waste Disposal Hauler License before? YES ✓ NO ___

   If yes, where? Wiscasset
4. Have you ever been convicted of violating the Solid Waste Ordinances? YES ___ NO ✓

   If yes, explain: ___

I warrant the truth of the foregoing statements.

Dated at Wiscasset this 23rd day of April 20 13 .

Giles Rubbish Inc.
Dan I. Giles Pres.
Applicant's Name – Please print

Dan I. Giles
Applicant's Signature

Business Mailing Address:
349 Dover Rd
Boothbay, Me. 04537

Address of residence:
647 Wiscasset Rd.
Boothbay, Me. 04537

INCLUDE FEE: Resident: $300.00 NON-Resident $300.00

For Office Use

Fee Received: 5-6-13 Check No. 25377

May 14, 2015

10 c.

Ms. Laurie Smith
Town Manager
Wiscasset Municipal Building
Wiscasset, Maine

Dear Laurie,

Thank you for the time you gave me on the phone and in person the other day. Ed Cavanaugh and Pam Dunning have been similarly gracious. (My wife and I live in Maine partly because of the influence of Chewonki, where both our children worked on the staff.)

Four Portland churches would like to help provide an appropriate historical plaque to honor the great African American poet and civil rights leader, James Weldon Johnson. He died 75 years ago next month in Wiscasset in an auto accident during a violent rain storm.

The four churches, which include St. Luke's Episcopal Cathedral, are paying tribute to Dr. Johnson on June 15 at 7 p.m. at Trinity Church with the dramatic reading of four of his seven sermon poems, published in 1927 in his book, God's Trombones. You are all invited! The performance would use free-will donations to benefit a Wiscasset historical marker. We expect 200 people or more to come.

Such a historical marker could help stimulate interest in Maine's history, particularly its anti-slavery movement. Perhaps Dr. Johnson's career, his spirituals and poems could be studied in Wiscasset area schools in English, music and history classes. He was an English professor at NYU and Fisk, a musicologist and musician, the first black field secretary of the NAACP, a high school teacher and principal, a lawyer, and diplomat to Venezuela and Nicaragua in President Theodore Roosevelt's administration.

I would be pleased to answer questions at your May 22 meeting, if you wish, and provide the Lincoln County News and Herald Tribune articles and any additional information you might desire. (A dvd of James Earl Jones reading of Johnson's sermon poem, The Creation, is available and I would be glad to lend it. It was read by a student at my high school graduation.)

Sincerely,

Al Niese

Al Niese
269 Montsweag Road
Woolwich, ME 04579

cc. Ms. Pam Dunning, Wiscasset Library

May 14, 2015

Ms. Laurie Smith
Town Manager
Wiscasset Municipal Building
Wiscasset, Maine

Dear Laurie,

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Sincerely,

Al Niese
269 Montsweag Road
Woolwich, ME 04579

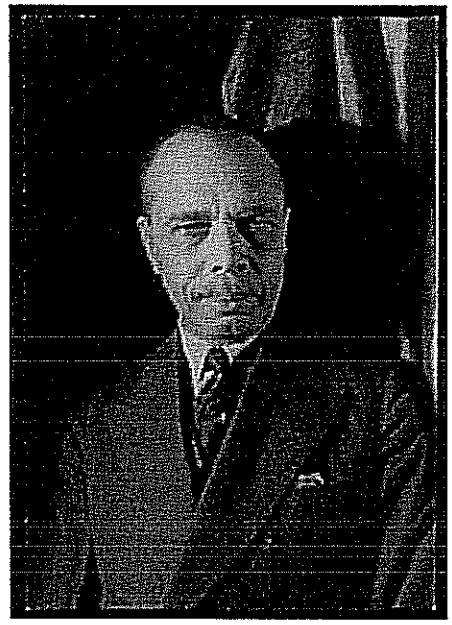
cc. Ms. Pam Dunning, Wiscasset Library

James Weldon Johnson

From Wikipedia, the free encyclopedia

James Weldon Johnson (June 17, 1871 – June 26, 1938) was an American author, politician, diplomat, critic, journalist, poet, anthologist, educator, lawyer, songwriter, and early civil rights activist. Johnson is remembered best for his leadership within the NAACP, as well as for his writing, which includes novels, poems, and collections of folklore. He was also one of the first African-American professors at New York University. Later in life he was a professor of creative literature and writing at Fisk University.

James Weldon Johnson



photographed by Carl Van Vechten, 1932

Born	June 17, 1871 Jacksonville, Florida, United States
Died	June 26, 1938 (aged 67) Wiscasset, Maine, United States
Occupation	educator, lawyer, diplomat, songwriter, writer, anthropologist, poet, activist
Nationality	American
Literary movement	Harlem Renaissance
Notable work(s)	"Lift Ev'ry Voice and Sing", "The Autobiography of an Ex-Colored Man"
Influences	

Contents

- 1 Life
- 2 Education and law
- 3 Music
- 4 Diplomacy
- 5 Literature and anthology
- 6 Poetry
- 7 Activism
- 8 Awards, honors, and legacy
  - 8.1 Veneration
- 9 Selected works
  - 9.1 Poetry collections
  - 9.2 Other works and collections
- 10 Notes
- 11 Other sources
- 12 See also
- 13 External links

Life

Johnson was born in Jacksonville, Florida, the son of Helen Louise Dillet and James Johnson. His brother was the composer John Rosamond Johnson. Johnson was first educated by his mother (a musician and a public school teacher—the first female, black teacher in Florida at a grammar school) and then at Edwin M. Stanton School. His mother imparted to him her considerable love and knowledge of English literature and the European tradition in music.[1] At the age of 16 he enrolled at Atlanta

University, from which he graduated in 1894. In addition to his bachelor's degree, he also completed some graduate coursework there.[2] The achievement of his father, headwaiter at the St. James Hotel, a luxury establishment built when Jacksonville was one of Florida's first winter havens, gave young James the wherewithal and the self-confidence to pursue a professional career. Molded by the classical education for which Atlanta University was best known, Johnson regarded his academic training as a trust given him in the expectation that he would dedicate his resources to black people[*citation needed*]. Johnson was also a prominent member of Phi Beta Sigma fraternity[1]

He served in several public capacities over the next 40 years, working in education, the diplomatic corps, civil rights activism, literature, poetry, and music. In 1904 Johnson went on Theodore Roosevelt's presidential campaign. Theodore Roosevelt appointed Johnson as US consul at Puerto Cabello, Venezuela from 1906–1908 and then Nicaragua from 1909–1913.

In 1910, Johnson married Grace Nail while he was a United States Consul in Nicaragua. They had met several years earlier in New York when Johnson was working as a songwriter. A cultured and well-educated New Yorker, Grace Nail Johnson became an accomplished artist in pastels and collaborated with her husband on a screenwriting project.[3]

Education and law

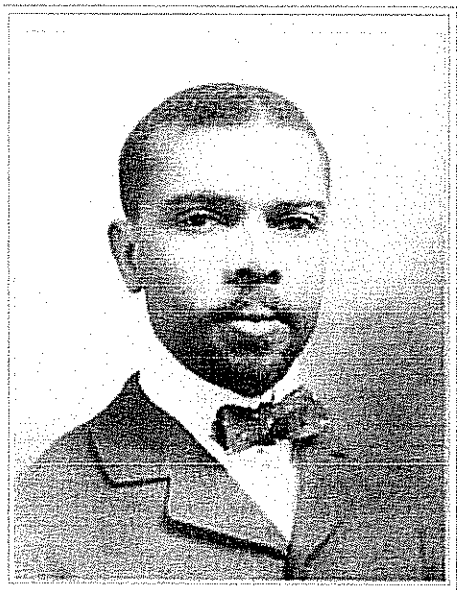
In the summer of 1891 the Atlanta University freshman had gone to a rural district in Georgia to instruct the children of former slaves. "In all of my experience there has been no period so brief that has meant so much in my education for life as the three months I spent in the backwoods of Georgia," Johnson wrote. "I was thrown for the first time on my own resources and abilities."[1] James Weldon Johnson graduated from Atlanta University in 1894. He would later receive an honorary Master's degree in 1904.[4] After graduation he returned to Stanton, a school for African American students in Jacksonville, until 1906, where, at the young age of 35, he became principal. As principal Johnson found himself the head of the largest public school in Jacksonville regardless of race. For his work Johnson received a paycheck less than half of what was offered to a white colleague possessing a comparable position. Johnson improved education by adding the ninth and tenth grades. Algebra, English composition, physical geography and bookkeeping were a part of the added ninth grade course. The tenth grade course consisted of geometry, English literature, elementary physics, history and Spanish. Johnson later resigned from his position as principal.[4]

In 1897, Johnson was the first African American admitted to the Florida Bar Exam since Reconstruction. He was also the first black in Duval County to seek admission to the state bar. In order to receive entry Johnson underwent a two-hour examination before three attorneys and a judge. He later recalled that one of the examiners, not wanting to see a black man admitted, left the room.[4]

In December 1930, Johnson resigned from the leadership of the NAACP to accept the Spence Chair of Creative Literature at Fisk University in Nashville, where he lectured not only on literature but also on a wide range of issues to do with the life and civil rights of black Americans. The position had been especially created for him, largely out of recognition of his achievements as a poet, editor, and critic during the heyday of the Harlem Renaissance in the 1920s. He held this position until his death in an automobile accident in 1938.

Music

In 1901, Johnson moved to New York City with his brother, J. Rosamond Johnson to work in musical theater. Along with his brother, he produced such hits as "Tell Me, Dusky Maiden" and "Nobody's Looking but the Owl and the Moon". Johnson composed the lyrics of "Lift Ev'ry Voice and Sing," originally written for a celebration of Lincoln's birthday at Stanton School. This song would later come to be known—and adopted as such by the NAACP as the *Negro National Anthem*. After successes with their songwriting and music the brothers worked Broadway and collaborated with producer and director Bob Cole. Johnson also composed the opera *Tolosa* with his brother J. Rosamond Johnson which satirizes the U.S. annexation of the Pacific islands.[5] Enjoying unusual success as a songwriter for Broadway shows, Johnson moved easily in the upper echelons of African American society in Brooklyn, New York.



Aged around 30 at the time of this photo, James W. Johnson had already written *Lift Ev'ry Voice and Sing* and been admitted to the Florida bar.

Diplomacy

In 1906 Johnson was consul of Puerto Cabello, Venezuela. In 1909, he transferred to Corinto, Nicaragua.[4] During his stay at Corinto a rebellion occurred against President Adolfo Diaz. Johnson proved himself an effective diplomat under times of strain.[4] During his work in the foreign service, Johnson became a published poet, with work printed in *The Century Magazine* and in *The Independent*.[6] It was also during this time that Johnson drafted most of his first book of poetry, *Fifty Years & Other Poems* (1917).[7]

Literature and anthology

During his six years as a consular officer in Latin America he completed his most famous book *The Autobiography of an Ex-Colored Man*, which was published anonymously in 1912. Johnson's decision to publish the novel anonymously stemmed in part from his sense that signing his name to a potentially controversial book might damage his diplomatic career.[8] It was only during 1927 that Johnson admitted his authorship, stressing that it was not a work of autobiography but mostly fictional. His other works include *The Book of American Negro Spirituals* (1925), *Black Manhattan* (1930), his exploration of the contribution of African-Americans to the culture of New York, and *Negro Americans, What Now?* (1934), a book advocating civil rights for African Americans. Johnson was also an anthologist. His anthologies concerned African-American themes and were part of the Harlem Renaissance of the 1920s and 1930s.[9] He also wrote the melody for the song "Dem Bones".[10]

Poetry

In 1922, he edited *The Book of American Negro Poetry*, which the Academy of American Poets calls "a major

contribution to the history of African-American literature."[6] One of the works for which he is best remembered today, *God's Trombones: Seven Negro Sermons in Verse*, was published in 1927 and celebrates the tradition of the folk preacher. In 1917, Johnson published *50 Years and Other Poems*.

Activism

While attending Atlanta University Johnson became known as an influential campus speaker. He won the Quiz Club Contest in English Composition and Oratory in 1892. The contest topic was "The Best Methods of Removing the Disabilities of Caste from the Negro". In addition, Johnson founded the newspaper the *Daily American* in 1895 and became its editor. The newspaper concerned both political and racial topics. It was terminated a year later due to financial difficulty. These early endeavors were the start of what would prove to be a long period of activism.

Johnson's former residence, located in the Logan Circle neighborhood of Washington, D.C., while serving as national organizer for the National Association for the Advancement of Colored People (NAACP).

Johnson became further involved with political activism during 1904 when he accepted a position as the treasurer of the Colored Republican Club started by Charles W. Anderson. A year later he became the president of the club. His duties as president included organizing political rallies.[4] During 1914 Johnson became editor of the editorial page of the *New York Age*, an influential African American weekly newspaper that had supported Booker T. Washington in his propaganda struggle with fellow African American W. E. B. Du Bois during the early 20th century. Johnson's writing for the *Age* displayed the political gift that soon made him famous.

Employed from 1916 by the National Association for the Advancement of Colored People (NAACP) as a field secretary, he built and revived local chapters of that organization. Opposing race riots in northern cities and the lynchings that pervaded the South during and immediately after the end of World War I, Johnson engaged the NAACP in mass demonstrations, such as a silent protest parade of more than ten thousand African Americans down New York City's Fifth Avenue on July 28, 1917. In 1919, he coined the term "Red Summer" and organized peaceful protests against the racial violence of that year.[11][12]

In 1920 Johnson was elected to manage the NAACP, the first African American to hold this position.[1] While serving the NAACP from 1914 through 1930 Johnson started as an organizer and eventually became the first black male secretary in the organization's history. In 1920, he was sent by the NAACP to investigate conditions in Haiti, which had been occupied by U.S. Marines since 1915. Johnson published a series of articles in *The Nation*, in which he described the American occupation as being brutal and offered suggestions for the economic and social development of Haiti. These articles were reprinted under the title *Self-Determining Haiti*.[13] Throughout the 1920s he was one of the major inspirations and promoters of the Harlem Renaissance trying to refute condescending white criticism and helping young black authors to get published. While serving in the NAACP Johnson was involved in sparking the drive behind the Dyer Anti-Lynching Bill of 1921.

Shortly before his death, Johnson supported efforts by Ignatz Waghalter, a Polish-Jewish composer who had escaped the Nazis, to establish a classical orchestra of African-American musicians. According to musical historian James Nathan Jones, the formation of the "American Negro Orchestra" represented for Johnson "the fulfillment of a dream he had for thirty years."

James Weldon Johnson died during 1938 while vacationing in Wiscasset, Maine, when the car he was driving was hit by a train. His funeral in Harlem was attended by more than 2000 people.[14]

Awards, honors, and legacy

- James Weldon Johnson building is named in his honor at Coppin State University.
- James Weldon Johnson Middle School is named in his honor.
- On February 2, 1988, the United States Postal Service issued a 22 cent postage stamp in his honor.[15]
- In 2002, scholar Molefi Kete Asante listed James Weldon Johnson on his list of 100 Greatest African Americans.[16]
- Spingarn Medal from the NAACP, 1925 for outstanding achievement by an American Negro.[17]
- Harmon Gold Award for *God's Trombones: Seven Negro Sermons in Verse*.[17]
- Julius Rosenwald Fund Grant, 1929.[17]
- W. E. B. Du Bois Prize for Negro Literature, 1933, named first incumbent of Spence Chair of Creative Literature at Fisk University.[17]
- Honorary Master's degree from Atlanta University.[4]
- Honorary doctorates from Talladega College and Howard University.[17]

Veneration

Johnson is honored with a feast day on the liturgical calendar of the Episcopal Church (USA) on June 25.

Selected works

Poetry collections

- *To a Friend* (1892)
- *A Brand* (1893)
- *The Color Sergeant* (1898)
- *Lift Every Voice and Sing* (1899)
- *Sense You Went Away* (1900)
- *The Black Mammy* (1900)
- *O Black and Unknown Bards* (1908)
- *Brothers* (1916)
- *Fifty Years and Other Poems* (1917)
- *My City* (1923)
- *Go Down, Death* (1926)
- *God's Trombones: Seven Negro Sermons in Verse* (1927)
- *Saint Peter Relates an Incident* (1935)

- *The Glory of the Day was in Her Face*
- *Selected Poems* (1936)

Other works and collections

- *The Autobiography of an Ex-Colored Man* (1912/1927)
- *Self-Determining Haiti*
- *The Book of American Negro Poetry* Harcourt, Brace, and Company (http://books.google.com/books?id=mx7aehWGOtYC&printsec=titlepage)
- *Second Book of Negro Spirituals*
- *Black Manhattan*
- *Negro Americans, What Now?*
- *Along This Way*
- *The Selected Writings of James Weldon Johnson*

Notes

1. ^ *a b c d* The Norton Anthology of African American Literature, edited by Henry Louis Gates Jr. and Nellie Y. McKay, New York, W.W. Norton & Co., 2004 (Second Edition), pp. 791–792.
2. ^ "James Weldon Johnson" (http://www.npg.si.edu/exh/harmon/johnharm.htm), *Harmon Collection*, SI.
3. ^ *Johnson* (http://www.sc.edu/library/spcoll/amlit/johnson/johnson4.html), SC.
4. ^ *a b c d e f g* James Weldon Johnson (http://www.litencyc.com/php/speople.php?rec=true&UID=2380), *The Literary Encyclopedia*
5. ^ "A Hot Time At Santiago": James Weldon Johnson, Popular Music, and U.S. Expansion (http://www.allacademic.com/meta/p105641_index.html)
6. ^ *a b* James Weldon Johnson (http://www.poets.org/poet.php/prmPID/72), profile by The Academy of America Poets
7. ^ Roberts, Brian (2013). *Artistic Ambassadors: Literary and International Representation of the New Negro Era.* Charlottessville: University of Virginia Press. p. 3. ISBN 0813933684.
8. ^ Roberts, Brian. *Artistic Ambassadors*. pp. 57–59.
9. ^ James Weldon Johnson, 1871–1938 – Biography (http://www.sc.edu/library/spcoll/amlit/johnson/johnson1.html)
10. ^ Mary Cappello, *Swallow: Foreign Bodies, Their Ingestion, Inspiration, and the Curious Doctor who Extracted Them* (NY: New Press, 2011), 246.
11. ^ Alana J. Erickson, "Red Summer" in *Encyclopedia of African-American Culture and History* (NY: Macmillan, 1960), 2293–4
12. ^ George P. Cunningham, "James Weldon Johnson," in *Encyclopedia of African-American Culture and History* (NY: Macmillan, 1960), 1459–61
13. ^ http://www.sc.edu/library/spcoll/amlit/johnson/johnson4.html
14. ^ *The Oxford Companion to African American Literature*, edited by William L. Andrews, Frances Smith Foster, Trudier Harris, New York, Oxford, 1997, p. 404 ff.
15. ^ Scott catalog # 2371.
16. ^ Asante, Molefi Kete (2002). *100 Greatest African Americans: A Biographical Encyclopedia.* Amherst, New York. Prometheus Books. ISBN 1-57392-963-8.
17. ^ *a b c d e* http://www.csustan.edu/english/reuben/pal/chap9/jwjohnson.html

Other sources

- James Weldon Johnson: *Writings* (William L. Andrews, editor) (The Library of America

(http://www.loa.org)), 2004) ISBN 978-1-931082-52-5.
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- McWhirter Cameron, *Red Summer: The Summer of 1919 and the Awakening of Black America*. NY: Henry Holt, 2011.
- *The Norton Anthology of African American Literature*, edited by Henry Louis Gates Jr. and Nellie Y. McKay, New York: W.W. Norton & Co., 2004 (Second Edition), pp. 791–792.
- *The Oxford Companion to African American Literature*, edited by William L. Andrews, Frances Smith Foster, Trudier Harris, New York, Oxford, 1997, p. 404 ff.
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- Hester, Elizabeth J. "James Weldon Johnson: A Bibliography of Dissertations and Theses 1939–2009", ISBN 978-1-935779-00-1

See also

- African American musical theater
- Red Summer of 1919

External links

- Images and archive (http://collections.si.edu/search/results.jsp?q=James+weldon+johnson+) at the Smithsonian Institute.
- James Weldon Johnson Memorial Collection (Beinecke Rare Book and Manuscript Library) (http://www.library.yale.edu/beinecke/brblinfo/brblguide_americanlit.html#James)
- Profile and Images (http://www.jamesweldonjohnson.emory.edu/sub-james.htm) at the James Weldon Johnson Institute, Emory. Archives (http://marbl.library.emory.edu/findingaids/search_results?q=findingaids/content&id=johnson797_101239&keyword=james%20weldon) at Emory
- Profile, images, texts (http://www.sc.edu/library/spcoll/amlit/johnson/johnson.html) At University of South Carolina. University Libraries rare books and special collections.
- Grace and James Weldon Johnson Website (http://www.graceandjamesweldonjohnson.org/)
- Profile at Modern American Poets (http://www.english.uiuc.edu/maps/poets/g_l/johnson/johnson.htm)
- Works by James Weldon Johnson (http://www.gutenberg.org/author/James_Weldon_Johnson) at Project Gutenberg
- Profile and texts at Poets.org (http://www.poets.org/poet.php/prmPID/72)
- Profile at Poetry Foundation (http://www.poetryfoundation.org/bio/james-weldon-johnson)

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African Americans' rights activists | African-American poets | African-American novelists
African-American memoirists | African-American educators | American people of Bahamian descent
American memoirists | Burials at Green-Wood Cemetery | Clark Atlanta University alumni
Columbia University alumni | Fisk University alumni | Fisk University faculty | Florida Republicans
Harlem Renaissance | History of Jacksonville, Florida | New York Republicans
People from Jacksonville, Florida | Road accident deaths in Maine | Songwriters Hall of Fame inductees

Tennessee Republicans | Writers from Florida | Harmon prize winners | Spingarn Medal winners

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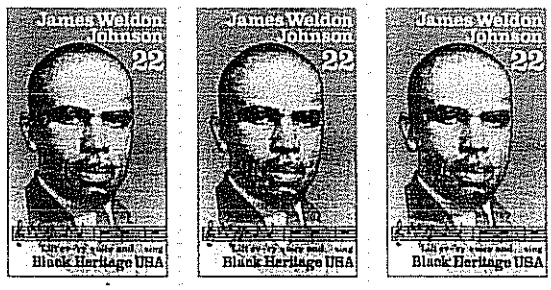
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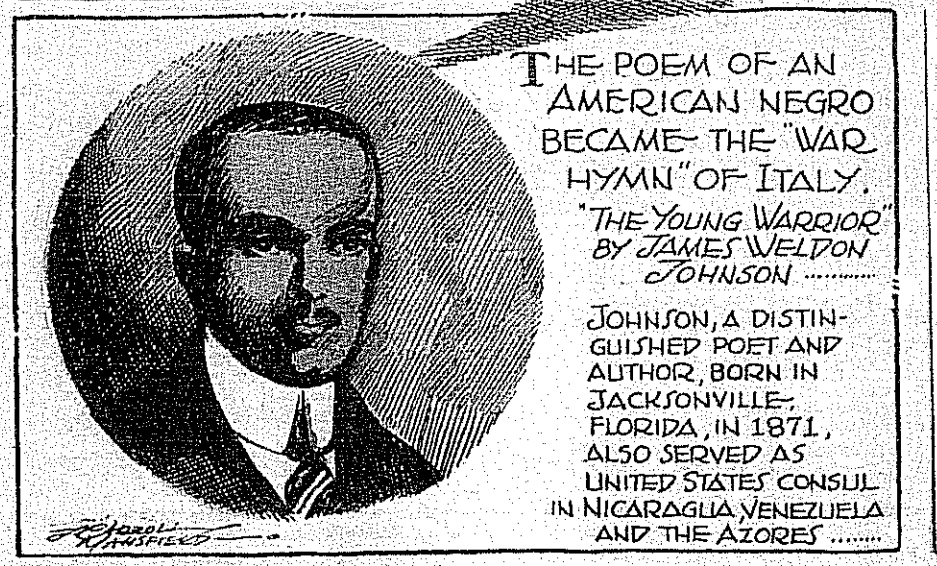

THE POEM OF AN AMERICAN NEGRO BECAME THE "WAR HYMN" OF ITALY.

"THE YOUNG WARRIOR" BY JAMES WELDON JOHNSON .....

JOHNSON, A DISTINGUISHED POET AND AUTHOR, BORN IN JACKSONVILLE, FLORIDA, IN 1871, ALSO SERVED AS UNITED STATES CONSUL IN NICARAGUA, VENEZUELA AND THE AZORES .....

"From Boston Globe - Issue June 11th, 1939."

Reserved for Record by
Charles S. Cooley.

J. W. Johnson To Be Buried In Work Garb

Negro Author and Composer Will Wear Lounging Robe at Services Today, With Notables Paying Honor

Funeral services for James Weldon Johnson, Negro author and composer, will be held at 1 p. m. today at the Salem Methodist Episcopal Church, 129th Street and Seventh Avenue. The Rev. F. A. Cullen, pastor, will officiate.

Mr. Johnson had requested that he be buried dressed as if he were at work. He will lie in state dressed in a lounging robe and formal trousers, holding a copy of his book, "God's Trombone," consisting of seven of his sermons in verse. One of the sermons, "Go Down Death," will be recited at the services by Juanita Hall, Negro singer. The Southern Airs, a male quartet, will sing "Since You Went Away," one of Mr. Johnson's most successful compositions, and "Abide With Me." Burial will be in Green-Wood Cemetery, Brooklyn.

The list of honorary pallbearers, which includes many Negroes, follown: Colonel Theodore Roosevelt jr., William H. Baldwin, Stanley Howe, representing Mayor F. H. LaGuardia; Marshall Best, Eubie Blake, Gene Buck, president of the American Society of Composers, Authors and Publishers; Harry T. Burleigh, Irving Caesar, composer; Elmer Anderson Carter, Hubert Delaney, Dr. W. E. B. duBois, writer; Dr. John Lovejoy Elliott, Eugene Gordon, W. C. Handy, composer of "St. Louis Blues."

Also James H. Hubert, B. W. Huebsch, Eugene Kinckle Jones, president of the National Urban League; Dr. Thomas E. Jones, E. B. Marks, music publisher; Fred R. Moore, Ferdinand Q. Morton, R. C. McPherson, John G. Paine, general manager of A. S. C. A. P.; William D. Pickens, field secretary of the National Association for the Advancement of Colored People; Oliver Randolph, Dr. E. P. Roberts, Noble Sissle, orchestra leader; Arthur B. Spingarn, attorney for the N. A. A. C. P.; Deems Taylor, composer; Will von Tilzer, Charles E. Toney, Channing Tobias, Carl van Vechten, author; William Bodery, Rabbi Stephen S. Wise, Walter White, executive secretary of the N. A. A. C. P.; Dr. Louis T. Wright, and L. Hollingsworth Wood.

J. Rosamond Johnson, brother of Mr. Johnson, will be the only relative attending the services. Mrs. Grace Nail Johnson, the composer's widow, who was injured in the railroad crossing accident in which Mr. Johnson was killed, is still in a serious condition at the Damariscotta

County News

AID AND THE SHEEPSCOT ECHO

The largest (and growing) paid circulation, and the only advertising medium for reaching practically the whole of Lincoln County

JNE 30, 1938 Number 26

FATAL ACCIDENT AT WISCASSET

Automobile Crashes Into Train at Crossing—Man Dies at Once—Woman Driver Seriously Injured—Taken to Memorial Hospital—Making Slow Recovery

James Welden Johnson, 67, of Nashville, Tenn. and New York City, one of the most distinguished Negroes in the country, successful educator, poet, author and lawyer, was fatally injured early Sunday morning when the coupe in which Mrs. Johnson and he were driving was in collision with the east bound morning train at the Main street crossing in Wiscasset. Their coupe was destroyed. The educator died within a few minutes after the accident. Mrs. Grace Neil Johnson, 20 years her husband's junior, suffered cuts on both legs, her forehead and a fracture of the skull.

Mrs. Johnson was removed to the Memorial Hospital, Damariscotta, by Dr. DiPerri and is reported by her nurse as being on the road to recovery.

Mr. and Mrs. Johnson had been visiting Dr. Payne at Pleasant Point, Thomaston.

Mrs. Lucille Merrill, for many years a member of the Johnson household came on to be with Mrs. Johnson.

The crossing where the accident occurred is on Route 1, at the foot of the hill leading to the Wiscasset-Edgecomb bridge across the Sheepscot river. The crossing is protected by an automatic swing flasher. Coming off the bridge in a driving rain, Mrs. Johnson did not sense the danger in time to avoid a crash. The car was hit a glancing blow and dragged for some distance.

Most recently, Mr. Johnson was visiting professor of creative literature at New York University. For four years prior to 1934 he was professor of the same subject at Fisk University, Nashville, Tenn. Besides his best known collection is entitled, "Fifty Years and Other Poems." Johnson also prepared an anthology, "A Book of American Negro Poetry"; wrote the English libretto of "Goyescas," which was performed by the Metropolitan Opera Company and was also the author of the novel, "The Autobiography of an Ex-Colored Man."

Johnson was honored by Talageda college, Alabama, in 1917 and Howard University in 1923. Mr. Johnson was a professor of creative literature at Fisk University, Nashville, Tenn. and a visiting professor of the same subject at New York University since 1934.

The Annual Flower Show

The Old Bristol Garden Club completes final preparations for its annual flower show, to be staged at Lakehurst on July 7th and 8th, and at this time it expects to welcome visitors from many parts of Maine.

Mrs. Perry B. Bryne is the General Chairman and she will be assisted by an efficient corp of committees whose chairmen are as follows: Committee of Staging, Mrs. Albert R. Benedict of Medomak; on Registration and Finance, Miss Elizabeth Bryant; on Publicity, Mrs. Linwood Palmer; on Hospitality, Mrs. Ralph Griffin.

The schedule covers entries in seventeen classes—a wide range which will include many varied and interesting exhibits from local and summer residents in this vicinity. It is hoped to make this the best flower show yet staged by this Club. Don't forget the date—July 7th and 8th at Lakehurst in Damariscotta. Tea will be served on both afternoons. This

GLEANINGS FROM STATE NEWS

Items of interest taken from here and there outside the County

It is reported that a stream of counterfeit $10 has been circulated in Portland, sixteen have been reported to the police. One "crap" game victim changed a bogus $10 for a fellow to play and took the bill to the bank and then to the police when the bank would not accept it.

— — —

The annual meeting and luncheon of the Society of Bowdoin Women was held Commencement week at the Parish House. The following officers were elected for the ensuing year: Honorary president, Mrs. Kenneth C. M. Sills; president, Mrs. Philip G. Clifford of Portland; vice president, Mrs. William D. Ireland of Wellesley Hills, Mass.; secretary, Mrs. Lyman Cousens of Portland; treasurer, Mrs. Boyd W. Bartlett of Brunswick; chairman of luncheon committee, Mrs. Don White of Lewiston; chairman of House and Social Committee, Mrs. Widgery Thomas of Portland.

— — —

In Rockland Saturday afternoon the Finnish people of Maine celebrated the 300th anniversary of the settlement of Finns in Deleware with Gov. Lewis O. Barrows, speaker.

— — —

Motorists in Lewiston may wonder at the white crosses in several places on the highways. A check with Chief John H. Ashton shows these crosses are part of the Kiwanis Club safety campaign and show the spots where fatal accidents occurred in 1937. They are to be found on Main street near the fair ground, two on the Sabattus road, one on the Lisbon road and one on Ash street at Howe.

— — —

Maine representatives attending the 41st annual convention of the National Association of Retail Grocers reported in Cincinnati that Maine trademarked potatoes and lobsters are "highly regarded as best sellers" by the 4,000 grocers attending the sessions.

— — —

One of the strong rooms in the basement of the court house, Bangor, was the scene of destruction this

-2013-

10d.

TOWN OF WISCASSET
Main Street Pier
Vendor Permit Application

APPLICANT NAME: ROBERT S JONES

BUSINESS NAME: RIDGEBACK POTTERY

MAILING ADDRESS: 125 WESTERN RD WARREN ME 04864

PHONE NUMBER: 207 273 3614

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

DAY USE PERMIT: ☐ DATE(s): _____ $25

DESCRIPTION OF ALL BUSINESS ACTIVIES THAT WILL TAKE PLACE ON SITE: MAKING POTTERY & SELLING POTTERY

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

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.

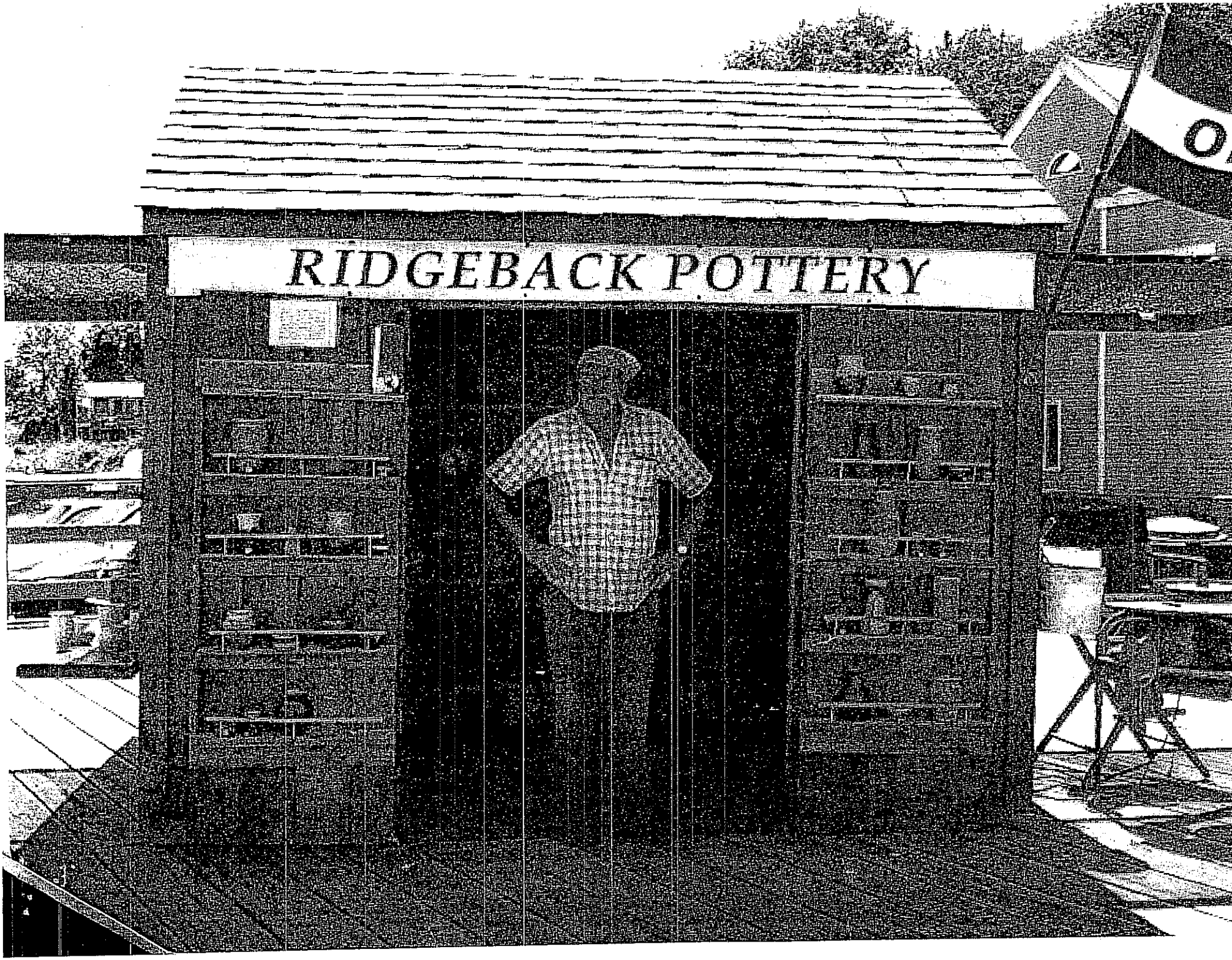
Signature _____ Date: _____

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 _____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INSURER C:	
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INSURER E:	
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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.

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A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		BOP5458798	01/10/2013	01/10/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
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	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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Certificate holder is additional insured

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Wiscasset, ME 04578

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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
Jennifer Mercier

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10e.

TOWN OF WISCASSET
Main Street Pier
Vendor Permit Application

APPLICANT NAME: Ronald L. Heeran

BUSINESS NAME: Forgotten Recipes

MAILING ADDRESS: P.O. Box 1126 Wiscasset

PHONE NUMBER: H 882-7287 C 319-8581

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 ACTIVIES THAT WILL TAKE PLACE ON SITE: Jams & Relish - Sales

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

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.

Ronald L. Leeman
Signature

4-18-13
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 _____

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/12/2012

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	CONTACT NAME:	
J Edward Knight/Rollins Agency 15 Vine Street, Suite #2 Bath, ME 04530	PHONE (A/C, No, Ext): 207.443.2700	FAX (A/C, No): 207.443.2755
	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #: 00013705	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Ronald Leeman DBA: Forgotten Recipes PO Box 644 Waldoboro, ME 04572	INSURER A: Peerless Ins. Co	24198
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** Town of Wiscasset **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			BOP8669003	05/12/2011	05/12/2012	EACH OCCURRENCE	$ 1,000,000
	[X] COMMERCIAL GENERAL LIABILITY			BOP8669003	05/12/2012	05/12/2013	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	[ ] SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	[ ] HIRED AUTOS							$
	[ ] NON-OWNED AUTOS							$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DEDUCTIBLE							$
	[ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						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)

CERTIFICATE HOLDER

Town of Wiscasset
Wiscasset, ME 04578

CANCELLATION

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

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Town of WISCASSET

---- Receipt ----

04/18/13 12:12 PM ID:BMA W8703-1

TYPE------	REF---	AMOUNT
WATERFRONT		
2013		400.00
PIER-COM & MAIN		100.00
PIER/ELECTRIC		

Total: 500.00$
Paid By: RONALD LEEMAN
COPY

Check : 500.00

1119 - 500.00

1 of.

TOWN OF WISCASSET
Main Street Pier
Vendor Permit Application

APPLICANT NAME: FORREST FAULKINGHAM

BUSINESS NAME: MAINE SALTWATER OUTFITTER & GUIDE SERVICE

MAILING ADDRESS: 836 W ALNA RD ALNA

PHONE NUMBER: 207-841-7973

EMAIL ~~NUMBER~~: MESALTWTR@YAHOO.COM

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 ACTIVIES THAT WILL TAKE PLACE ON SITE: SALT & FRESHWATER GUIDED FISHING & TOURS WITH BOTH BOAT & KAYAK

REQUEST FOR APPROVAL OF ACCESSORY FURNITURE: (please list all furniture and size and attached a sketch of placement)
LAWN CHAIR. BOAT/KAYAKS WILL REMAIN ON TRAILER AND BE TAKEN HOME DAILY.

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.

Forrest Faulkenberry 4/15/13

Signature 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 _____

COMMERCIAL MARINE INSURANCE
Policy Declarations Page

Insurance Company: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA **Policy Number:** SFG0009023

This policy will take effect on: 6/2/2012 and will end on: 6/2/2013 beginning and ending at 12:01 am EST.

New:

Named Insured Under This Policy:	Agency Name & Address:
Forrest Faulkingham dba ME Saltwater Guide Service 836 W Alna Rd Alna , ME 04535-3416	Charter Lakes Marine Insurance Agency 3455 East Paris Ave, SE Grand Rapids, MI 49512

Insured Vessel:

Name	Year	Length	Make	Model	Hull ID #
Eva Marie	1995	18	Hewes	Bayfisher	HMCBH071E595

Insured Dinghy(s):

Year	Length	Make	Serial #

Insured Trailer(s):

Year	Make	Serial #
2008	EZ Loader	1ZEADALA98A002593

This declarations page and any endorsements are to be inserted in and form part of your policy. If a change effective date appears at the top of the declarations, then this declarations page replaces any previous declarations on that date. This policy provides only the insurance for which a specific premium charge is indicated below, or which is indicated as included without specific charge either below, in your policy, or as indicated by endorsement.

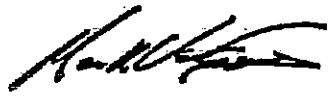
Parts	Coverages	Amount of Insurance	Elected Deductible	Premium	Endorsements
A	Physical Damage-Agreed Value	8,500	500	$239.00	Additional Insured
B	Liability Coverage	1,000,000	0	$496.00	Kayaking w/out Main Vessel - 4 Kayaks
C	Medical Payments	25,000	0	Included	Loss free credit applied
B	Pollution Liability	854,400	0	Included	NACO discount applied
G	Personal Property	5,000	250	Included	
D	Uninsured Boater	1,000,000	0	Included	
F	Trailer	1,000	250	$15.00	
A	Towing	2,500	0	Included	
E	FL & HWCI	Included	0	Included	PART A: Disappearing Deductible Amt:
	Endorsements/Charges	0	0	$400.00	$500.00
			Total Premium:	$1,150.00	

Loss Payee: We will make payment for Part A: Physical Damage to the Insured and:

Navigation Limits:
Limited to the coastal and inland waters of the United States and Canada, not to exceed 25 miles offshore.

Layup Warranty: It is warranted that the insured vessel(s) be laid-up from 11/1 to 4/1 Ashore at Residence, 836 W Alna Rd, Alna, ME, 04535-3416

The insured vessel will be principally moored or berthed at:
Residence, 836 W Alna Rd, Alna, ME, 04535-3416

Countersigned 6/7/2012, at Grand Rapids, MI by:  **, Agent.**

TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

KAYAKING/SHORESIDE LIABILITY ENDORSEMENT

Attached to and forming part of:

Policy Sum. and No.:	SFG0009023
Issued To:	Forrest Faulkingham
Effective on and after:	6/2/2012 to 6/2/2013
Agent:	Charter Lakes Marine Insurance Agency

It is hereby understood and agreed that the insurance afforded under **PART B: LIABILITY COVERAGE** shall also apply for the liability to passengers while on kayaking tours or ashore for day excursions providing there is a qualified guide in charge of the excursions, and providing the passengers leave and return the same day. Excursions to include such activities as fishing, wading (foot protection required), sightseeing, nature walks, kayaking and photo excursions. The maximum number of kayaks used at any one time is limited to **Four (4)** and coverage for tours is provided during daylight hours only.

It is hereby understood and agreed that under **PART H: GENERAL CONDITIONS AND EXCLUSIONS** the **LICENSED CAPTAIN WARRANTY** is deleted in its entirety:

Furthermore, the limit of liability provided for under this endorsement is **$1,000,000.** This is the maximum amount we will pay for all losses, legal fees and expenses as described above, resulting from any one accident or occurrence. This is the most we will pay regardless of the number of passengers involved or claims submitted.

It is further agreed that the coverage afforded by this endorsement is included in the Liability Limit shown on the declaration page, and is not in addition to the policy limit of liability.

SPECIAL CONDITIONS
It is hereby mutually understood and agreed that this policy specifically excludes all liability, for Bodily Injury and/or Property Damage occurring ashore due to the consumption of food or alcoholic beverages by customers.

All other terms and conditions remain unchanged.

CHARTER LAKES MARINE INSURANCE AGENCY
3455 East Paris SE
Grand Rapids, MI 49512

TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

ADDITIONAL INSURED

This endorsement forms a part of:

Policy Sym. and No.:	SFG0009023
Issued To:	Forrest Faulkingham
Effective on and after:	6/2/2012 to 6/2/2013
Agent:	Charter Lakes Marine Insurance Agency

[redacted] Liability Limit: $ 1,000,000 [redacted]

It is hereby mutually understood and agreed that under **PART B: LIABILITY COVERAGE** of this policy,

[redacted] Town of Wiscasset, US Rte 1, Wiscasset, ME, 04578 [redacted]

is an additional insured on this policy, but only as their interest may appear in the vessel described herein and for the liability arising out of the negligence of the insured, per the terms and conditions of the policy. It is further agreed that the additional insured is named as such for the purpose of bodily injury and property damage liability in connection with the insured's ownership, operation and maintenance of the Insured Vessel(s).

By issuance of this endorsement, the company does not waive its right of subrogation. The coverage afforded by this endorsement shall arise out of liability that rests solely with the insured. In the event of non-renewal or cancellation of this policy, the additional insured shown above shall receive ten (10) days written notice prior to any such termination from the company.

All other terms and conditions remain unchanged.

CHARTER LAKES MARINE INSURANCE AGENCY
3455 East Paris, Ave SE
Grand Rapids, MI 49512

Rec Pier Kayak Vendor fee

Town of Wiscasset
Main Street Pier Policy

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

1. At all times the Town of Wiscasset through its Town Manager will retain total rights and control of all activities at the pier. The Town may cancel permits or activities that it deems are not in compliance with the Ordinances and regulations of the pier or that may be detrimental to the character and reputation of the Town.

2. PERMITS:

- All permits may be applied beginning on February 1st of each year.
- All supporting required documents must accompany Application.
- Applicant will be notified of approval approximately 30 days after application
- Permits will be re- issued on a seniority basis.
- Placement shall be decided by the Town
- Electric use is pro-rated; additional use shall be billed by the Town.

- Seasonal permits once approved shall be paid in advance by May 1st. The Seasonal permit fee will be $600 for each 30x34 square foot space and $400 for each 10x20 square foot space. Seasonal permits will be approved for the period of Memorial Day Weekend through Columbus Day Weekend. There will be a two week period prior to and after these dates for the purposes of set up and takedown of business structures. Extended time must be approved by the Town Manager. Appropriate fees may be assessed.

- Day-Use permits shall make application for each event; once approved fee shall be paid at least 7 days in advance, unless otherwise authorized. The daily fee is $25 for each 10x10 square foot space. Fees may be waived for town sponsored events and other approved circumstances.

- Winter rental permits shall make clear whether the business is operational or seeking storage for part of the term. Winter rental fees will be $400 for each 30x34 space and $300 for each 10x20 space. Winter rental requests and payment will be due within two (2) weeks of Colmbus Day.

- Event permits shall be applied for minimally 7 days before an event. Blanket approval for a series of events sponsored by an organization shall be made minimally 30 days prior to the commencement. Approval and scheduling shall be made by the Town.

3. Buildings, shelters or vendor stalls may be affixed to the pier for high wind protection. All vendor spaces shall be temporary in nature. All structures shall be no taller than 10 feet and their longest dimension will not exceed 20 feet. There shall be no drilling, sawing, or altering of the pier in any way. The pier will be left in the same condition when the vendor leaves as when the vendor arrived.

Selectmen adopted 2.15.2011
Selectmen revised 2.21.2012

4. Accessory furniture may be permitted, so long as such furniture does not interfere in the use of the pier by other businesses. The furniture shall be accessory in nature with minimal impact on the pier operation. Approval of such accessory furniture must be specifically requested on the permit application.

5. In order to create a center of activity at the waterfront all vendors will maintain standard business operating hours and be open at least five (5) days per week, a minimum of 5 hours per day.

6. All vendors, their property, and employees shall hold themselves to a code of conduct and dress in accordance with the character and reputation of the traditional village waterfront of Wiscasset.

7. All applicants must show proof of $1 million in liability insurance and shall name the Town as second insured.

8. In order to accommodate visitors to the pier vendors are required to find legal parking for any vehicles for themselves, the business, or employees and shall not park in adjacent areas to the pier.

9. Violations of these policies may result in the immediate cancellation of the permit and impact any future approvals of permits. The Town Manager shall have the ultimate authority to determine if vendors are in compliance with policy. Vendors who are deemed to be in violation of any section of this policy may be removed by the Town at the owner's expense.

10. Vendors will be required to remove all property from the Pier in an emergency situation; or with advance notice from the Town of maintenance.

Selectmen adopted 2.15.2011
Selectmen revised 2.21.2012

10 g.

Wiscasset Art Walk
(c/o Sylvan Gallery)
PO Box 428
Wiscasset, ME 04578

May 15, 2013

Board of Selectmen
Town of Wiscasset
51 Bath Road
Wiscasset, ME 04578

Dear Selectmen:

We are writing on behalf of the community committee planning the Wiscasset Art Walk to seek permission to use the Sunken Garden on Main Street as a venue for performances and to place signs on town property to promote these events.

The Wiscasset Art Walk will take place the fourth Thursday of June through September (June 27, July 25, August 29, and September 26) from 5:00 to 8:00 pm. The goal of these events is twofold: to showcase the diverse and dynamic art community that enriches Wiscasset and to attract visitors to the downtown area. This destination event will bring local residents and area visitors to the village to enjoy and explore our local ambience. Nearly all the businesses located on Main Street have agreed to participate, staying open during the event hours, some even hosting art exhibitions.

The planning committee wants this to be an event focusing on art in the broadest sense possible, both visual and performing arts. We have begun contacting local performers, including high school and professional musicians, mimes, small theatrical ensembles and *plein air* artists. We would like to use the Sunken Garden for individual and small group (no more than 4) performers.

We envision using this intimate space for performers who would reflect the same calm ambience. Performers would be situated in the Sunken Garden, standing, sitting on the stone bench, or using folding chairs while small audiences, probably not more than 20 people at any given time, would listen and enjoy while standing on the paths, sitting on the stairs, or viewing from the perimeter above the garden.

Additionally, we are seeking permission to place sandwich board signs for the four different events on the corner of Rtes. 27 and 1, as well as on the Town Common. We would put the signs up between 6 to 15 days prior to each of the

events and remove them within 24 hours after the event, as required by the town ordinances.

We have asked that this request be included on the agenda for your May 21 meeting. Members of the committee will be present at that meeting to answer questions and provide additional information regarding the event. We look forward to the opportunity to discuss our plans and gain your support.

Thank you for your consideration of this request.

Sincerely,

Ann Scanlan
Sylvan Gallery

Kathy Closson
Craft Shack

Lois A. Kwantz
The Butterstamp Workshop

Toni L. Crouch
Watershed Center for
the Ceramic Arts

10 h.

COLLECTIVE BARGAINING AGREEMENT

LOCAL S/89 DISTRICT LODGE #4 OF

THE INTERNATIONAL ASSOCIATION OF

MACHINISTS AND AEROSPACE WORKERS and THE TOWN OF

WISCASSET, MAINE

Effective January 1, ~~2010~~ 2012 - June 30, ~~2012~~ 2015

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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

Agreement made as of this ~~21st~~ _____day of ~~December~~ May in the year ~~2010~~ 2013, by and between the Town of Wiscasset, a body corporate and politic, situated in Wiscasset, in the County of Lincoln, and State of Maine, (herein referred to as the Town), and the Wiscasset Highway Division Employees, Solid Waste Transfer Station Employees and Wastewater Division Employees,(hereinafter referred to as "Public Works Department Employees," The Town Office Accounts Clerk and Police Department Secretary and Local Lodge S/89 of District Lodge #4 of the International Association of Machinists and Aerospace Workers, IAMAW, AFLCIO, (hereinafter referred to as the Union).

Pursuant to Title 10, Maine Revised Statutes Annotated, §980, et. seq., and in consideration of the mutual promises of the parties herein contained, the parties agree as follows:

ARTICLE I: Union Security

Section 1. Recognition.

The Town recognizes the Union as the sole and exclusive collective bargaining agent for all full-time members of the Wiscasset Highway Division, Solid Waste Transfer Station and Wastewater Division ("public works employees") and the Town Office Accounts Clerk and Police Department Secretary. Excluded are the Division Supervisors of all divisions within the Public Works Department, Senior Secretarial office personnel and all other employees of the Town of Wiscasset. The purpose of this recognition is to permit the Union to bargain collectively for its members concerning wages, rates of pay hours of work and all other terms and conditions of employment, including the sole responsibility for handling all employee grievances.

Section 2. Contribution.

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 Title 26 of M.R.S.A.. Section 964, Sub-paragraph 1-E, 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 pay to the Union each month a service charge as a contribution toward the administration of the Agreement, 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 for the duration of this agreement.

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

Section 3. Certification.

Full-time employees who are members of the Public Works Department, or who are in the Town Office Accounts Clerk and Police Department Secretary position at the time of execution of this Agreement shall be certified to be permanent members of the Bargaining Unit by the Town Manager.

Section 4. Seniority.

The Town Manager shall establish a seniority list for the bargaining unit and it shall be brought up to date on the First of January of each year and posted at bulletin boards at the Highway Garage, Waste Water Treatment Plant, Solid Waste Transfer Station and the Town Office. New employees hired after the execution of this agreement shall serve a six (6) month probationary period after which they will become a regular full-time employee. Part-time employees shall not perform bargaining unit work at any time until all members of the bargaining unit have been offered the work. All bargaining unit job openings shall be posted on bulletin boards a minimum often (10) days prior to being filled. Bargaining unit employees will have preference to fill any job opening within the bargaining unit, so long as the applicant is qualified to fulfill the requirements of the job that is vacant.

Preference shall be given to employees of longest service as established by the seniority list as follows:

1. Preference as to time of vacations.

2. Preference as to promotions between applicants from the bargaining unit who are qualified to perform the duties of the position, skill and ability being relatively equal.

3. Preference as to assignment of particular jobs when a vacancy occurs, skill and ability being relatively equal.

4. Preference as to shift, and days of the week to be worked, providing that the shift selection and the days of week selection does not result in inadequate staffing or a lack of sufficiently qualified employees.

Section 5. Layoff and Recall.

All layoffs will be done by seniority within a classification with the junior employee being laid off first.

All recalls for bargaining unit positions will be done by seniority with the senior laid off employee being
recalled first, so long as the employee being recalled is qualified to perform the duties of the position.
Recall rights will be granted for twenty four (24) months from the date the employee was laid off.

Employees laid off due to Town action shall not be laid off for a minimum period of twenty one (21) calendar days from the date of the Town action and shall have preference for any job opening within the bargaining unit for a period of twenty four (24) months from the date of layoff.

Section 6 Reduction of Work Force-Subcontracting.

There shall be no subcontracting of bargaining unit work, which causes or has the effect of causing a downsizing of the bargaining unit.

Section 7. Dues Check Off.

The Town agrees to check off any and all dues and/or fees on a weekly basis from employees who are members of the Union, or service charge from non-members, subject to the terms of Section 2, herein, when the employee authorizes said check-off in writing to the Town Treasurer, and transfer of said dues to the Union, at the end of each month.

The employee shall have the opportunity to participate in a voluntary monthly check-off privilege for the machinist non-partisan political league. Should the employee elect to participate in this program then the Town shall withhold the authorized amount and pay it over to the Union in a separate check in the same manner as the dues check-off

After a period of six (6) months of full-time work, temporary full-time employees shall become regular full-time employees and shall be considered members of the Bargaining Unit.

ARTICLE II: No Discrimination-Definitions-Work Rules

Section 1. No Discrimination

Neither the Town nor the Union will discriminate against any employee or applicant for employment because of race, creed, religion, gender, sexual orientation, national origin, marital status, disability, veteran status or membership in any lawful organization.

Section 2. Definitions.

When used in this agreement, the term grievance shall mean any disagreement, difference or dispute raised by any employee or the Union that the Town has violated this agreement. When used in this agreement, the term "days" shall mean working days unless specifically stated

otherwise. When used in this agreement, the term "employee" shall mean a member of the bargaining unit unless specifically stated otherwise. In referring to employees, the masculine gender is used solely for convenience purposes and will refer to both males and females. When used in this agreement, the term "temporary full-time employee" shall mean any person hired on a temporary basis who is working on a full-time basis.

Section 3. Working Rules.

When existing rules are changed or new reasonable rules are established, they shall be posted prominently not less than ten (10) days prior to becoming effective. It is agreed that Bargaining Unit members shall not be disciplined or discharged without the existence of just cause.

ARTICLE III: Work Week

Section 1. Regular Work Week.

a) Highway Division, Waste Water Treatment Division and Town Office Accounts Clerk and Police Department Secretary will work a forty (40) hour workweek with a daily thirty (30) minute unpaid lunch break. The hours of work shall be maintained consistent with the Town's practice previous to negotiations for this agreement.

b) Transfer Station employees will work a forty-hour workweek with a daily forty-five (45) minute unpaid lunch break.

Section 2. Overtime.

Full-time employees who receive an hourly wage and who are not exempt from the Fair Labor Standards Act shall receive overtime pay after eight (8) hours per day, except by mutual agreement by the Town and Union to allow a work week consisting of four (4), eight-and-one-half (8 1/2)-hour days and one six (6)-hour day for public works employees in the Waste Water and Highway Divisions. In this case, and which is hereby agreed upon by the Town and Union, no overtime shall be paid for the thirty (30) minutes per day in excess of eight (8) hours to allow for this schedule. The Town reserves the right, for operational reasons, to change the hours of operation according to the terms governed by this Agreement. All overtime worked shall be paid in cash. No compensatory time shall be earned.

Section 3. Attendance.

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

Employees shall be at their respective places of work at the appointed starting time. It is the responsibility of employees who may be unexpectedly absent from work to see that their

immediate Supervisor is advised of the reason within two (2) hours, if possible, of the beginning of the starting time of his workday:

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

ARTICLE IV: No Strike No Lockout

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

ARTICLE V: Premium Pay

Section 1. Pay Day.

Payday shall be on Friday of each work week.

Section 2. Call in Pay.

Employees called in and reporting to work outside of their normal working hours shall be paid for two (2) hours of work or for the number of hours worked, whichever is greater. Any employee reporting on call-in and requesting to leave due to sickness shall be paid only for time worked.

Section 3. Longevity Pay.

Each employee covered by this agreement shall receive an additional $0.05 per hour above his regular base rate of pay for each five (5)-year increment of completed service to the Town.

Section 4. License Cost Reimbursement.

Employees who are required by the Town to achieve or maintain certifications shall be reimbursed for the costs of maintaining or obtaining those certifications.

Section 5. Waste Water License Stipends.

Employees who hold a waste water operator's license at the Grade 2 or Grade 3 level shall be paid $.10 per hour per license.

ARTICLE VI: Insurance and Retirement

Section 1. Health Insurance.

Health insurance coverage shall be provided to all employees and their dependents. The health insurance policy shall be the Maine Municipal Employees Health Trust Coverage, ~~POS-C~~ POS-200. Employees hired before January 1, 2003 shall~~, effective January 1, 2011, pay 8.5% of the premiums with the Town paying the remaining 91.5%.~~ pay 10% for the employee share and the Town shall pay 90% of the premium. ~~Effective January 1, 2012, those percentage payments shall change to 10% for the the employee and 90% for the Town.~~ Employees hired on or after January 1, 2003 shall pay 15% of the premiums with the Town paying the remaining 85%.

Section 2. Other Insurances.

All other insurance policies offered by the Town and the premium payments will continue as was practiced previous to this agreement.

~~Section 3. Retirement.~~

~~The Town's retirement plan in effect previous to this agreement will continue for the duration of this agreement.~~

Section 3. 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 per year. The eligible employee may also buy back past years of service, upon the employee's full payment of all associated costs.

Section 4. Retiree Health Insurance.

Retiree health insurance will be provided to employees who were hired before January 1, 2003; who retire from Town employment; and who meet the following criteria: completed 20 years of service with the Town, with at least five consecutive years of employment immediately prior to retirement date and have reached the age of 55. If all conditions are met, the Town will provide health insurance coverage for the retired employee until the employee reaches the age of 65. Spouse and dependent coverage may be obtained, if available, at expense of the employee.

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Section 5. Safety Equipment.

Within one (1) month of becoming employed by the Town, one (1) pair of safety lenses will be provided to those employees who require eyeglasses, and whose duties the Town Manager determines will require safety lenses. $125.00 per year is allowed for steel toe boots for full-time employees in the Highway, Transfer Station and Waste Water Treatment divisions and for other employees whose duties the Town Manager determines will require steel toe boots.

Section 6. Health Insurance Buy Out.

Employees not taking the health insurance shall receive a $200.00 per month health insurance buy out upon proof of comparable health insurance coverage.

Section 7. Flexible Spending Account

The Town will fund annually for each employee covered by our health insurance plan a flexible spending account to assist employees with health insurance co-pays and deductibles. The amount shall be $200 per year for employees with single coverage and $400 per year for employees with dependents.

ARTICLE VII: Holiday Pay

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

New Years Day	Memorial Day	Veterans Day
Martin Luther King	Independence Day	Thanksgiving Day
Washington's Birthday	Labor Day	Day after Thanksgiving (effective 2011)
Patriots Day	Columbus 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 advance by the employee's Division Supervisor.

ARTICLE VII: Vacation Leave

All full-time employees will be awarded annual vacation leave based upon the anniversary date of hire and shall be available from anniversary date to anniversary date with pay as per the following schedule:

After one (1) year and up to and including five (5) 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 Division Supervisor. 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 ~~one-hour~~ one-half hour increments.

Qualification for vacation leave shall be calculated based upon the employee's seniority from original date of hire.

ARTICLE IX: Sick Leave

Sick leave shall not be considered as an entitlement 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 of such a degree as to render 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 personal medical or dental appointments; or to care for members of his 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 be paid sick leave which will be earned at the rate of one-half (1/2) day for every month of service, accumulating to a maximum of sixty (60) days.

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

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

Full-time employees shall be eligible to use sick leave after sixty (60) days of service with the Town.

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

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

ARTICLE X: Bereavement Leave

In the event of a death occurring in the immediate family of a member of the Bargaining Unit, that member shall be granted four (4) days off without loss of pay. Immediate family shall be defined to include spouse, child, parent, stepparent, stepchild, foster-child living with the employee and significant other.
In the event of a death occurring in the extended family of a member of the Bargaining Unit, that member shall be granted two (2) days off without loss of pay. Extended family shall be defined as sibling, step-sibling, half-sibling, grand-parent, parent in-law, grandparent in-law, brother in-law, sister in-law, aunt and uncle.

ARTICLE XI: 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 his employment with the Town of Wiscasset shall 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

ARTICLE XII Health and Safety

Section 1. Reporting.

All non-emergency safety violations, hazards and concerns shall be brought to the attention of

the facility supervisor by submitting in writing a memorandum delineating the nature of the violation, hazard or concern, its location, and any suggested remedial action. The facility supervisor shall respond to the memorandum in writing within five (5) days and shall indicate what remedial action, if any, is required and the time table for such. In the absence of the facility supervisor, all such memoranda shall be forwarded directly to the Town Manager.

Section 2. Shots

The Town agrees to provide all affected employees with such shots that are legally required, given the employee's exposure to various materials that may impose a health hazard.

ARTICLE XIII: Shop Stewards. Grievance Procedure

Section 1. Shop Stewards .Union Representation.

The Shop Stewards of the Union shall be composed of two (2) members of the Bargaining Unit whose names will be provided to the Town Manager. Non-employee representatives of the Union shall be granted access to the locations where Union members are working for the purpose of administering the agreement. Shop Stewards shall be granted time away from their jobs for the purpose of investigating and processing grievances. Such time will be paid by the Town at the Steward's regular rate of pay.

Section 2. Procedures.

All grievances arising during the term of this agreement shall be submitted in writing, within thirty (30) calendar days of its occurrence to the Division Supervisor. The Division Supervisor shall render his decision in writing on all grievances within seven (7) calendar days from the date of submission of any grievance to him. If the decision of the Division Supervisor does not resolve a grievance, an appeal may be taken to the Town Manager and such appeal must be submitted, in writing, within fifteen (15) calendar days of the time that the Division Supervisor's decision is rendered to the Union. The Town Manager shall render his decision on a grievance appeal, in writing, to the Union within seven (7) calendar days following the receipt of the appeal by him.

If the decision of the Town Manager does not resolve a grievance, an appeal may be taken to an arbitration panel furnished pursuant to the rules of the Maine State Board of Arbitration and Conciliation by filing an intention to so appeal with the Town Manager not later than thirty (30) working days from the date of receipt of the decision of the Town Manager by the Union. The decision of the said panel shall be final and binding upon all parties. The cost of the panel and hearing room shall be borne equally between the Union and the Town. Court reporters may be used only by mutual consent between the Union and the Town. Each party shall bear the cost of its own witnesses. The Town shall make available to the Union any witness or document pertinent to the arbitration so requested in writing by the Union.

Section 3. Powers of Arbitration Panel.

The Arbitration Panel shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of the Contract or to make any award requiring the commission of any act prohibited by law, or to make any award that is itself contrary to law or violates any of the terms and conditions of this Contract.

ARTICLE XIV: Severability

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 was raised during negotiations or a matter that is covered by this Agreement.

ARTICLE XV: Maintenance of Vehicles

Each employee shall be responsible for routine maintenance of the vehicle(s) assigned to him, such maintenance to be performed without differential pay. The Division Supervisor shall be responsible for assignment of such maintenance and all such maintenance shall be supervised by him or his designee. Routine maintenance shall be defined as the greasing of vehicles, changing (but not mounting) of tires, and minor repairs such as the changing of fuses, bulbs or replacing wiper blades.

ARTICLE XVI: Leaves of Absence

Section 1. Reasonable Purpose.

Leaves of absence without pay, not to exceed six (6) months, may be granted for a reasonable purpose. Such leaves shall be approved by the Division Supervisor and the Town Manager and shall be subject to the discretion of the Town Manager. Any such leaves may be extended or renewed beyond the six (6) month period at the discretion of the Town. No leave of absence will be granted to any employee in order to accept employment outside the Town of Wiscasset. Any individual granted a leave of absence has the option of returning to his original position if available or to a substantially equivalent position.

Section 2. Family and Medical Leave.

Family and medical leave without pay shall be granted for a period of time not to exceed twelve (12) weeks at the request of the employee, and in accordance with the provisions of State and Federal Family and Medical Leave Acts.

Section 3. Medical Leaves.

Medical leaves, in addition to medical leave under State and Federal statutes, without pay shall be granted to an employee upon proof supplied by his physician that the employee suffers from a non-work related condition or occurrence that causes him to be unable to perform his job duties. Such leave may be up to a six (6) month period and may be extended for an additional six (6) month period at the discretion of the Town, said extension not to be unreasonably denied should the condition or occurrence so warrant. At any time during the medical leave, the Town shall have the right to request an independent medical examination from a medical health professional, and if requested by the Town, such examination shall be at the Town's expense. In addition, the Town shall have the right to have access to all medical records, reports and documentation regarding the employee's condition. The employee will be responsible for providing documentation from appropriate medical health professionals that the employee is capable of performing all job related duties prior to returning to work. Employees, upon returning to work, shall be returned to their original position if available or to a substantially equivalent position. In order to support the continuation of a medical leave, there will need to be a demonstration that the employee will have the capacity to return to work at some point within a reasonable time frame.

Section 4 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 5. Military Leave.

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

Section 6. Union Business Leave.

Any employee elected or appointed to a full-time position in the Union shall be granted an unpaid leave of absence for the term of his office. Any person appointed to attend Union sponsored training, conferences, or conventions shall be granted an unpaid leave of absence not to exceed fourteen consecutive working days.

ARTICLE XVII: Computer and Necessary Training

Both the Town and its employees benefit from the provision of 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 to 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. For employees whose regular job function includes the use of computers, a minimum of eight (8) hours of computer training shall be offered.

ARTICLE XVIII: Licenses

Any employee hired after July 1, 2006 must have a Class II license by the end of the probationary period and in addition to any other license or certification required for the position. All current employees who have Class II licenses on the effective date of this Agreement, and any current employee who obtains a Class II license after the effective date must maintain that license in good standing.

ARTICLE XVIV: Bargaining Unit Positions

During the term of this Agreement, neither the Board of Selectmen nor the Town Manager intends to or anticipates reducing the total number of positions in the Public Works Department bargaining unit (Highway Division, Transfer Station Division and Waste Water Treatment Division) from the levels in effect at the date of execution of this Agreement. The Union recognizes and agrees that this expression of intent is not a promise of job security, a "minimum staffing" agreement or an agreement for a definite term of employment to any individual, and the Board of Selectmen and Town Manager retain full authority, within their respective roles, to take actions necessary to meet budget and funding demands, to follow directives of the Town Legislative Body or otherwise to administer the affairs of the Town consistent with the obligations of their office.

ARTICLE XX: Work Assignments

Employees are expected to perform work as directed and assigned by their supervisors. Employees may be assigned, within their qualifications, to perform work within any division of the Public Works Department as needed for efficient and effective operations.

ARTICLE XXI: Bulletin Boards

The Town shall provide and install a minimum of four (4) bulletin boards for the exclusive use of the Union. At least one (1) bulletin board shall be placed in each of the following locations: Town Garage, Waste Water Treatment Facility, Solid Waste Transfer Station, and the Town Office.

ARTICLE XXII: Previous Practice-Policies

All previous practices and policies not specifically modified by this agreement shall remain unchanged for the duration of this agreement.

ARTICLE XXIII: Management Rights

The Town has the sole and exclusive right to manage its operations and retains all of its management rights, whether exercised or not, unless specifically modified by this Agreement. These rights include the right to determine the mission, location and size of all departments and divisions; the right to direct the work force; the right to determine the size of the work force; the right to evaluate and/or measure the performance of employees; the right to classify new employees; the right to eliminate positions or make temporary layoffs; the right to determine operating budgets; the to purchase equipment the Town deems necessary; the right to maintain efficient operations and the right to take actions that may be necessary to carry out the mission of Town government in a state of emergency. All these rights shall be exercised within the confines of the Collective Bargaining Agreement.

ARTICLE XXIV: Duration of Agreement

The term of this contract shall be from ~~January 1, 2010~~ July 1, 2012 and shall remain in full force and effect until and including June 30, ~~2012~~ 2015.

IN WITNESS HEREOF, the parties hereto have interchangeably set their hands and seals as of the day and year first above written.

For the Town of Wiscasset, Maine	For IAMAW Local S/89 District Lodge #4
_____	_____
_____	_____
_____	_____
_____	
_____	

Addendum "A" Wages

1. Base wage rate. Employees who are members of the Bargaining Unit as of October 1, 2006 shall be paid hourly wages in accordance with the following scale:

~~Classification~~	~~Effective 1/1/11~~	~~Effective 1/1/12~~
~~Class I Utility Driver/Laborer (Tue-Sat)~~	~~17.30/hr.~~	~~17.65/hr.~~
~~Class I Driver/Laborer (Mon-Fri)~~	~~17.30/hr.~~	~~17.65/hr.~~
~~Class II Driver Laborer (Mon-Fri)~~	~~16.75/hr.~~	~~17.09/hr.~~
~~Class II Driver/Laborer (Tue-Sat)~~	~~16.75/hr.~~	~~17.09/hr.~~
~~Head Mechanic (Mon-Fri)~~	~~19.40/hr.~~	~~19.79/hr.~~
~~Transfer Station Laborer (Tue-Sat)~~	~~14.09/hr.~~	~~14.37/hr.~~
~~Accounts Clerk (Mon-Fri)~~	~~17.42/hr.~~	~~17.77/hr.~~
~~Secretary (Mon-Fri)~~	~~17.15/hr.~~	~~17.49/hr.~~

Classification	Effective 7/1/12	Effective 7/1/13	Effective 7/1/14
Class I Utility Driver/Laborer (Tue-Sat)	17.65/hr.	18.00/hr.	18.36/hr.
Class I Driver/Laborer (Mon-Fri)	17.65/hr.	18.00/hr.	18.36/hr.
Class II Driver Laborer (Mon-Fri)	17.09/hr.	17.43/hr.	17.78/hr.
Class II Driver/Laborer (Tue-Sat)	17.09/hr.	17.43/hr.	17.78/hr.
Head Mechanic (Mon-Fri)	19.79/hr.	20.19/hr.	20.59/hr.
Transfer Station Laborer (Tue-Sat)	14.37/hr.	14.66/hr.	14.95/hr.
Accounts Clerk (Mon-Fri)	17.77/hr.	18.13/hr.	18.49/hr.
Secretary (Mon-Fri)	17.49/hr.	17.84/hr.	18.20/hr.

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~~2. Retroactivity. On the next regular pay day following execution of the Agreement, each employee in the bargaining unit will receive a lump sum payment of $750 for the calendar~~

~~year 2009 and a lump sum payment of $750 for the calendar year 2010.~~

~~3.~~ Eliminate Operator Pay. No additional wages will be paid to an employee or classification based on the operation of any piece or kind of equipment.

Addendum "B" New Employee Wage Scale

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Employees who are members of the Bargaining Unit hired by the Town of Wiscasset after January 1, 2003 will be paid in accordance with the following wage scale:

~~Effective January 1, 2011~~

~~Classification~~	~~Start~~	~~After 1 Year~~	~~After 2 Years~~
~~Class I Utility Driver/Laborer (Tue-Sat)~~	~~13.01/hr.~~	~~13.27/hr.~~	~~13.54/hr.~~
~~Class I Driver/Laborer (Mon-Fri)~~	~~13.01/hr.~~	~~13.27/hr.~~	~~13.54/hr.~~
~~Class II Driver Laborer (Mon-Fri)~~	~~11.73/hr.~~	~~11.96/hr.~~	~~12.20/hr.~~
~~Class II Driver/Laborer (Tue-Sat)~~	~~11.73/hr.~~	~~11.96/hr.~~	~~12.20/hr.~~
~~Head Mechanic (Mon-Fri)~~	~~15.56/hr.~~	~~15.87/hr.~~	~~16.19/hr.~~
~~Transfer Station Laborer (Tue-Sat)~~	~~10.97/hr.~~	~~11.19/hr.~~	~~11.41/hr.~~
~~Accounts Clerk (Mon-Fri)~~	~~14.79/hr.~~	~~15.09/hr.~~	~~15.39/hr.~~
~~Secretary (Mon-Fri)~~	~~12.75/hr.~~	~~13.01/hr.~~	~~13.27/hr.~~

Effective ~~January~~ July 1, 2012

Classification	Start	After 1 Year	After 2 Years
Class I Utility Driver/Laborer (Tue-Sat)	13.29/hr.	13.56/hr.	13.83/hr.
Class I Driver/Laborer (Mon-Fri)	~~13.29~~/hr.	13.56/hr.	13.83/hr.
Class II Driver Laborer (Mon-Fri)	11.96/hr.	12.20/hr.	12.44/hr.
Class II Driver/Laborer (Tue-Sat)	11.96/hr.	12.20/hr.	12.44/hr.
Head Mechanic (Mon-Fri)	15.87/hr.	16.19/hr.	16.51/hr.
Transfer Station Laborer (Tue-Sat)	11.19/hr.	11.41/hr.	11.87/hr.
Accounts Clerk (Mon-Fri)	15.09/hr.	15.39/hr.	15.64/hr.
Secretary (Mon-Fri)	13.01/hr.	13.27/hr.	13.54/hr.

Effective July 1, 2013

Classification	Start	After 1 Year	After 2 Years
Class I Utility Driver/Laborer (Tue-Sat)	14.58/hr.	14.85/hr.	15.13/hr.
Class I Driver/Laborer (Mon-Fri)	14.58/hr.	14.85/hr.	15.13/hr.
Class II Driver Laborer (Mon-Fri)	13.22/hr.	13.46/hr.	13.71/hr.
Class II Driver/Laborer (Tue-Sat)	13.22/hr.	13.46/hr.	13.71/hr.
Head Mechanic (Mon-Fri)	17.21/hr.	17.53/hr.	17.86/hr.
Transfer Station Laborer (Tue-Sat)	12.43/hr.	12.43/hr.	13.13/hr.
Accounts Clerk (Mon-Fri)	16.41/hr.	16.41/hr.	16.97/hr.
Secretary (Mon-Fri)	14.29/hr.	14.29/hr.	14.83/hr.

Effective July 1, 2014

Classification	Start	After 1 Year	After 2 Years
Class I Utility Driver/Laborer (Tue-Sat)	15.89/hr.	16.17/hr.	16.45/hr.
Class I Driver/Laborer (Mon-Fri)	15.89/hr.	16.17/hr.	16.45/hr.
Class II Driver Laborer (Mon-Fri)	14.50/hr.	14.75/hr.	15.00/hr.
Class II Driver/Laborer (Tue-Sat)	14.50hr.	14.75/hr.	15.00/hr.
Head Mechanic (Mon-Fri)	18.57/hr.	18.90/hr.	19.23/hr.
Transfer Station Laborer (Tue-Sat)	13.70/hr.	13.93/hr.	14.41/hr.
Accounts Clerk (Mon-Fri)	17.76/hr.	18.07/hr.	18.33/hr.
Secretary (Mon-Fri)	15.60/hr.	15.87/hr.	16.15/hr.

IAMAW LOCAL LODGE S/89
DISTRICT #4
For The
TOWN OF WISCASSET and
PUBLIC WORKS BARGAINING UNIT

The Town of Wiscasset and the Public Works Bargaining unit hereby enter in to this memorandum of agreement concerning the use of part-time unit member to fill one existing bargaining unit position.

For the position of Police Secretary in the Public Works contract, the Town will be permitted to reduce the number of hours per week that position will be scheduled. Accordingly, the employee who fills that position will be fully covered by the terms and conditions of the collective bargaining agreement with the exception that certain employee benefits will be pro-rated to reflect the decreased work schedule. Those benefits will be granted in proportion to the amount of hours worked versus full time employment.

For the purposes of this agreement, those benefits to be prorated shall be the employer contribution to health insurance and dental insurance, vacation and sick time accumulation rates, and holiday pay.

_____	_____
For the Union	For the Town
_____	_____
For the Union	For the Town
_____	_____
Date	Date

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EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this 21st day of May 2013 between the Town of Wiscasset, Maine (hereinafter called TOWN) and Laurie A. Smith (hereinafter called MANAGER) pursuant to these terms and conditions:

A. WHEREAS, the Town wishes to employ the services of said Laurie A. Smith as the Town Manager of the Town of Wiscasset;

B. WHEREAS, the parties hereto desire to (1) secure and retain the services of the Manager and to provide inducement for her to remain in such employment, and (2) define the benefits and working conditions of the Manager's employment, and (3) to provide a just means for terminating the Manager's contract of employment at such time as she may be unable to discharge her duties due to disability, resignation or termination by the Town;

C. WHEREAS, the Manager wishes to accept employment as Town Manager of said Town under the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound hereby, the TOWN and MANAGER agree to the following:

1. DUTIES – The Town of Wiscasset hereby agrees to employ Laurie A. Smith as Town Manager to perform the functions and duties so specified and to perform the such other legally permissible and proper duties and functions as may be set forth in the State Statutes, Town Manager Job Description or Municipal Ordinances, or as the Select Board shall from time to time assign.

2. COMPENSATION –

   A) Base Compensation: The Town agrees to pay the MANAGER a starting salary of Eighty-five Thousand dollars ($87,500.00), payable in such installments in accordance with the Town's usual payroll practices and procedures for management employees. Should the manager's performance be found to be satisfactory the Selectmen can award a performance increase on the anniversary date each year.

   B) Performance Review: The Manager will receive a performance review at least annually by the Board of Selectmen, and may receive performance review of all or part of her performance at such other or more frequent intervals as the Board of Selectmen determines is necessary and appropriate. The Employer agrees to increase the compensation of the Manager dependent upon the results of the annual performance evaluation.

C) Wiscasset Community Center Membership: The Manager shall be given an annual family membership to the Wiscasset Community Center at no charge to the Manager throughout the entire term of this contract, including any period of unexpired membership that remains after this contract has expired or has been terminated.

3. TERMS OF EMPLOYMENT & SEVERANCE

A. Term of Agreement: This employment agreement is for a three-year period, commencing on May 21st, 2013 and expiring on May 20th, 2016. The Town shall give the Manager notice at least ninety (90) days prior to expiration of this Agreement (or any renewal period of this Agreement) if the Town intends not to renew the Agreement for another three-year period, otherwise this Agreement shall automatically renew for successive three-year periods. Non-renewal of this Agreement by the Town shall not require just cause and may be elected by the Town at its sole discretion for any reason whatsoever. The Town's non-renewal of this Agreement shall not entitle Manager to any of the Severance payments or benefits set out in subsection B, below. The Manager may terminate this Agreement by giving written notice to the Town at least ninety (90) days prior to the date of termination.

B. Severance: Town shall have the right to terminate this Agreement, for any reason whatsoever, by giving written notice to the Manager at least two (2) weeks prior to the date of termination. If the Town terminates this Agreement then the Town shall provide a minimum severance payment equal to six (6) months salary at the current rate of pay. This severance shall be paid in a lump sum unless otherwise agreed to by the Town and the Manager.

The Manager shall also be compensated for all accrued annual leave. The Town agrees to make a contribution to the Manager's deferred compensation account on the value of this compensation calculated using the rate ordinarily contributed on regular compensation.

For a minimum period of six (6) months following termination, the Town shall pay the cost of health insurance for the Manager and all dependents as provided in Section 6A.

Notwithstanding the foregoing, if the Town terminates this Agreement for just cause, then the Town is not obligated to pay any of the six months severance pay or the six months health insurance provided for under this sub-paragraph B. Town will, however, pay for accrued annual leave.

4. RETIREMENT PLAN. Town will contribute an amount equal to 8% of the Manager's annual salary to one of the following:

A. The retirement fund established by the International City Manager's Association Retirement (ICMA-RC) for the benefit of the Manager; or;

B. To another retirement fund, which the Manager may choose, and the Town may legally contribute, such as the Town's current retirement plan at the time of execution of this Agreement, a 401(a) plan administered by Acadia Company.

Should any of the 8% of annual salary retirement contribution be in excess of that allowed by law, the Town shall deposit excess amount in an Individual Retirement Account (IRA) of the Manager's choosing for the benefit of the Manager. It is agreed by the parties that said contribution shall be computed upon the base salary paid to the Manager and shall include contributions for any adjustments in salary that may be given in the future under this Agreement.

5. AUTOMOBILE ALLOWANCE. Manager shall supply, pay for and maintain her own vehicle and use said vehicle for travel in accordance with her duties as Town Manager. Reimbursement for automobile use for out-of-town travel shall be paid to the Manager at the rate paid in accordance to published U.S. Internal Revenue Service (IRS) Standards.

6. INSURANCE COVERAGE.

A. Health Insurance. So long as she otherwise meets the program requirements, Manager, individually or with dependents, is eligible to participate in the Town's health insurance program, including dental benefits, as provided for other Town employees. As of the date of the signing of this agreement the Town shall pay 85 % of the cost.

B. Life Insurance. Town shall provide the Manager with life insurance in the amount of one times the Manager's annual salary.

C. Income Protection. Town shall provide short and long term income disability protection plan insurance coverage at the highest level available under Town insurance policy and Town shall pay 100% of the premium.

7. ANNUAL LEAVE

A. Manager shall have thirty (30) days of leave annually during the term of this Agreement. Any portion of annual leave unused by the annual anniversary date of this Agreement shall be treated as follows: (a) a maximum of thirty (30) days may be carried forward into the next year, or (b) Manager shall be paid an amount equal to the unused portion of annual leave based on a 40-hour weekly salary, up to a maximum of thirty (30) days, option to be exercised at the Manager's discretion. A maximum of thirty (30) days leave may be accrued and accumulated by the Manager under this Agreement. If at any time the Manager's accrued leave exceeds thirty (30) days, the Manager must either use accrued leave in excess of thirty (30) days (the "excess days") during the fiscal year in which the excess days accumulated or the excess days will be lost by the Manager with no compensation. Manager shall not use more than ten (10) consecutive days of annual leave without prior approval of the Chair of the Board of Selectmen.

B. The Manager will have an additional thirty (30) days of accrued sick time to supplement the short term disability insurance coverage. Said time will be used and paid to the Manager during any time that the short term disability coverage would be in effect.

8. HOLIDAYS: The Manager shall be entitled to the same paid holidays as granted to other non-union Town employees in accordance with Town policy.

9. RESIDENCY. Pursuant to 30-A M.R.S.A. 2632 subsection 2 The Board of Selectmen hereby give their approval to the Manager to reside outside of Wiscasset. Should the Manager sell her home she will reside within the Town of Wiscasset as a requirement of the position of Town Manager.

10. BUSINESS EXPENSES. Town shall reimburse the Manager for all documented proper business related expenses including, but not limited to, paying to the Manager $60 per month for the business use of her personal cellular telephone; and other related equipment necessary for the operation of the office as approved by the Board of Selectmen. The Town will provide a laptop computer and Internet service for her home.

11. CONFERENCE, TRAINING AND EDUCATION.

A. Town shall pay for required and/or appropriate membership dues for affiliate organizations to her office, licenses, attendance at annual meetings, conventions and trainings as approved by the Board of Selectmen including but not limited to attendance at:

(i) The annual International City Managers Association International Annual Conference;

(ii) The Maine Town and City Manager's Annual Meeting; and,

(iii) The Maine Municipal Association's Annual Convention.

B. Town shall provide the Manager with ten (10) days of leave annually which shall be used by the Manager to attend executive level training. Said executive level training shall be related to and in the area of municipal government training. The scheduling of such ten (10) days annual leave shall be scheduled at times and places requested by the Manager subject to approval of the Board of Selectmen. The ten (10) days annual executive training leave shall be paid leave and in addition to said paid leave, the Town shall be responsible for reimbursement to the Manager for all travel, lodging, meals, and enrollment fees associated with said training in an amount pre-approved by the Board of Selectmen. These ten (10) days of annual executive training leave shall be in addition to any other leave or benefits set forth within this Agreement. Should said leave not be used during any fiscal year it will not be carried forward to subsequent years. Reimbursement for aforementioned expenses and/or other professional development activities of the Manager are subject to Board of Selectmen approval.

12. HOURS OF WORK

The Town recognizes that the Manager must devote time outside normal office hours on business for the Town, and to that end the Manager shall be allowed to establish an appropriate work schedule.

13. INDEMNIFICATION

The Town shall defend, save harmless and indemnify Manager against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Manager's duties as Town Manager.

14. OTHER PROVISIONS

A. This Employment Agreement shall become effective as of the date of its execution.

B. If any provision or portion thereof contained in this Employment Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall not be affected and shall remain in full force and effect.

C. No term or provision of this Employment Agreement shall be deemed to have been waived by either party unless such waiver is in writing and signed by the party making the waiver.

D. This Employment Agreement may be amended at any time only by a duly executed written agreement signed by both parties.

E. The subject headings of the Sections of this Employment Agreement are included for the purpose of convenience only and shall in no way affect the meaning, construction or interpretation of any provision of this Agreement.

F. Manager agrees and acknowledges that the provisions of this Employment Agreement constitute the entire agreement between the Manager and the Town and are the exclusive agreement for the subject matter covered by this Agreement, including but not limited to wages, hours, conditions, tenure and terms of employment as Town Manager, for the duration of this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have in good faith executed this Employment Agreement the day and year above written.

_____ _____

Laurie A. Smith Date

For the Town of Wiscasset:

_____
Pamela Dunning, Chairman

_____
Edward Polewarczyk

_____
Judith Colby

_____
William Curtis

_____
Jefferson Slack