

**6:00PM Selectmen Workshop -  
Discussion on personnel policies**

**7:00PM Board of Selectmen Meeting  
Topsham Municipal Building  
Donald A. Russell Meeting Room  
October 18, 2018**

**Pledge of Allegiance –**

**Roll Call of Board Members –**

**Town Manager's Report –**

**Board and Committee Reports and Updates-**

- CoryE. Garver American Legion, Post 202- Josefine Eltzroth
- Update from the Conservation Commission – Raija Suomela
- Update from the Comprehensive Plan Update Committee- Susan Rae Reeves

**Public Comment –**

**Correspondence –**

**Adjustments to the Agenda –**

**Consent Calendar –**

1. Approval of the minutes of the Regular Selectmen meeting October 4, 2018.

**Public Hearing –**

**Unfinished Business –**

**Old Business –**

**New Business –**

**18-87-** Consideration and any appropriate action to authorize the Town Manager to sign a scope of work contract from Tom Errico at TYLIN traffic engineers for a Main Street striping/traffic management plan.

**18-88-** Consideration and any appropriate action on amending Topsham's Personnel Policy regarding full-time firefighters.

**18-89-** Consideration and any appropriate action on personnel policy regarding MEPERS match.

**Executive Session-**

Any public member desiring to address the Board shall be recognized by the Chair, shall state name and address for the record, and shall limit remarks to the question under discussion. All remarks and questions addressed to the administration of Town shall be addressed to the Town Manager or the Board of Municipal Officers through the Chair and not to any municipal town employee. No person other than members of the Board and the person having the floor shall enter into any discussion either directly or through a member of the Board without the permission of the presiding officer.

Public members attending Board Meetings also shall observe the same rules of propriety, decorum, and good conduct applicable to the members of the Board. Any person making personal impertinent and slanderous remarks, or who becomes boisterous while addressing the Board or those attending the Board meeting shall be removed from the room if so directed by the presiding officer. Aggravated cases shall be prosecuted on appropriate complaint signed by the presiding officer. In case the presiding officer should fail to act, any member of the Board may move to require the Chair to act to enforce the rules, and the affirmative vote of the Board shall require the presiding officer to act. 05/29/2003

# Board of Selectmen Meeting

For the date of: 10/18/2018

**Type of Item:**

- Board or Committee Presentation
- Consent Agenda Item
- Public Hearing
- Unfinished Business
- Old Business
- New Business
- Executive Session
- Workshop

**Type of Submission:**

- Regular Submission
- Additional Agenda Item
- Additional Information

**Agenda Number** 1

(If this is unfinished business, please remember to research and enter the original agenda number above. For regular agenda items, the secretary will assign a number.)

**Brief Title of consent or Agenda Item:** Approval of the minutes of the regular Selectmen meeting 10-04-2018.

**Brief Description of Consent or Agenda Item:** see attached

**Submitted by** Rich Roedner, Town Manager **Date:** 10-09-2018

MINUTES  
TOWN OF TOPSHAM  
BOARD OF SELECTMEN MEETING  
OCTOBER 4, 2018 - 7:00 p.m.

---

MEMBERS PRESENT: David Douglass  
Marie Brilliant  
Ruth Lyons  
William Thompson  
Roland Tufts

MEMBER(S) ABSENT: All present

STAFF PRESENT: Richard Roedner, Town Manager

A meeting of the Topsham Board of Selectmen was held on Thursday October 4, 2018 in the Donald A. Russell Meeting Room, at the Municipal Building, 100 Main Street, Topsham, Maine.

**CALL TO ORDER**

Chairman Douglass called the regular meeting to order at 7:00 p.m.

**PLEDGE OF ALLEGIANCE/ROLL CALL**

All present were invited to stand and recite the Pledge of Allegiance to the Flag. The recording secretary took the roll call and noted that all Selectmen were present.

**TOWN MANAGER'S REPORT**

Several reminders... This Saturday, October 6 from 2-4 pm at the Library, the Comprehensive Plan Committee will be holding a public meeting to hear from you on the draft plan that was released in June. So, you are all invited to stop by and provide your input and comments into this important tool that will help guide our growth for the next decade.

Sunday, October 7 is the Topsham Fire Department Open House. Come by to check out the station and the trucks, learn something about fire prevention, and join the fun of raising funds for the restoration of The Androscoggin, our 140+-year old hand pumper, by dunking the Fire Chief! Tell your friends, tell your neighbors, tell your friend's neighbors to come by, meet our new Fire Chief, and then drop him into the tank.

Saturday, October 13 is the next Household Hazardous Waste Collection Day. This time it is being held at the Brunswick Public Works facility. Pre-registration is required, which can be done via our website. This will also give you the dos and don'ts for bring material in for disposal.

Tuesday, November 6 is Election Day. Polls will be open in Topsham from 8:00 a.m. to 8:00 p.m. at the Fairground. Absentee ballots are now available for those that need them.

Tomorrow night, beginning at 7:00 p.m. will be the first game of the Boston Red Sox versus the New York Yankees!

**BOARDS AND COMMITTEE REPORTS AND UPDATE** – None noted.

**PUBLIC COMMENT** – None noted.

**CORRESPONDENCE** – None noted.

**ADJUSTMENTS TO THE AGENDA** – Motion was made by Chairman Douglass, seconded by Selectman Tufts, and it was unanimously

**VOTED**

To add Item 18-86 to the agenda: **18-86 CONSIDERATION AND ANY APPROPRIATE ACTION TO MOVE INTO EXECUTIVE SESSION PURSUANT TO 1 M.R.S.A. §405 (6) (E) TO DISCUSS AN APPEAL**

**CONSENT CALENDAR**

1. Approval of the minutes of the Regular Selectmen's Meeting of September 20, 2018.
2. Approval to open the polls at 8:00 a.m. on November 6, 2018 for the State of Maine General and Referendum Election and the Municipal Annual Election.
3. Approval to open and process absentee ballots on Saturday, November 3, 2018 beginning at 9:00 a.m. and continuing until completed.
4. Approval to extend the Registrar's office hours on Thursday, October 25, 2018 to remain open until 7:00 p.m. for the purpose of additional hours for voter registration as required by State Statute 21-A §122.6.
5. Approval to appoint Linda Dumont as Warden for the State Election.

Motion was made by Selectman Brilliant, seconded by Lyons, and it was unanimously

**VOTED**

To approve the Consent Calendar as printed.

**PUBLIC HEARING**

**18-81 CONSIDERATION AND ANY APPROPRIATE ACTION ON AN APPLICATION FOR A SPECIAL AMUSEMENT PERMIT FOR AMERICAN LEGION COREY EDWIN GARVER POST 202**

The Public Hearing was declared open.

Nik Hamlin and Josephine Eltzroth were present representing the American Legion Corey Edwin Garver Post 202. Ms. Eltzroth came to the podium to represent the Legion and answer any questions the Board might have. It was noted this is a renewal application which the Legion renews annually. Ms. Eltzroth said there have been no changes from the Legion's operation in the past year. Letters are on file from Chris McLaughlin, Fire Chief; Christopher Lewis, Police

Chief and Tom Lister, Building Inspection, Code Enforcement Officer stating they have no concerns with this application.

Chairman Douglass asked if anyone from members of the public wished to speak to this item. There being no response, the Public Hearing was declared closed.

The following **FINDING OF FACTS** were determined:

1. The applicant is Corey Edwin Garver, Post 202.
2. Address is 79 Foreside Road, Topsham, Maine.
3. The current liquor license will expire on October 9, 2018.
4. The type of entertainment at the establishment is live bands with a D.J.
5. The entertainment is held in the Lounge in the Upstairs Hall.
6. The entertainment usually is held on Friday and Saturday nights.
7. The hours of operation are 1:00 p.m. to 1:00 a.m.
8. The only furniture to be moved for the entertainment is 1 to 2 round tables to make room for the band and D.J.
9. The size of the lounge is approximately 160' x 20'; the same size on both levels of the hall.
10. The seating capacity of the lounge is 85 and the hall is 230.
11. There is adequate parking at the facility
12. It was noted that letters are on file from the police, fire and codes officers stating they have no issues with granting of the Amusement Permit.
13. Letter is on file also from the Fire Department stating that the Legion has made all previously communicated changes needed following a recent inspection.

**CONCLUSION**

The Board was in unanimous agreement that based on the findings, it is concluded that the issuance of a Special Amusement Permit would not be detrimental to the public health, safety or welfare or would not violate any municipal ordinances, rules or regulations.

Motion was made by Chairman Douglass, seconded by Selectman Lyons, and it was unanimously

**VOTED**

That the application for a Special Amusement Permit for the Corey Edwin Garver Post 202 be granted as meeting the requirements of Maine Revised Statutes, Title 25-A, Section 1054 and the Topsham Code, Chapter 71, Article 1, Sections 6 and 7.

**18-82 CONSIDERATION AND ANY APPROPRIATE ACTION ON SIGNING THE WARRANT FOR THE MUNICIPAL ANNUAL TOWN MEETING ON NOVEMBER 6, 2018**

The Public Hearing was declared open.

Chairman Douglass asked if there were any comments to be heard from members of the public. There being none, the Public Hearing was declared closed.

Motion was made by Chairman Douglass, seconded by Selectman Lyons, and it was unanimously

**VOTED**

To approve the signing of the Warrant for the Municipal Annual Town Meeting on November 6, 2018.

**18-83 CONSIDERATION AND ANY APPROPRIATE ACTION ON THE GENERAL ASSISTANCE ORDINANCE APPENDIX (A-D)**

The Public Hearing was declared open.

Linda Dumont, Town Clerk and General Assistance Director reviewed the slight changes in each appendix of the new (October 1, 2018 to September 30, 2019) General Assistance Ordinance, Appendix A-D. She said Appendix A – Overall Maximums has a slight increase, as does Appendix B - Food and Appendix C, housing. There is no change to Appendix D – Utilities.

Chairman Douglass asked if there were any comments to be heard from members of the public. There being none, the Public Hearing was declared closed.

Motion was made by Chairman Douglass, seconded by Selectman Lyons, and it was unanimously

**VOTED**

To accept the General Assistance Ordinance Appendix A through D for 2018 to 2019.

**UNFINISHED BUSINESS** – None noted.

**OLD BUSINESS** - None noted.

**NEW BUSINESS**

**18-84 CONSIDERATION AND ANY APPROPRIATE ACTION ON AMENDING TOPSHAM'S PERSONNEL POLICY REGARDING PER DIEM FIREFIGHTERS PURCHASING INSURANCE THROUGH THE TOWN**

The Town Manager explained that under the Affordable Care Act, employers are supposed to offer health coverage to all employees that average more than 30 hours per week (or 135 hours per month). He said we now have several per diem employees who work more than 40-50 hours per week on a regular basis. This would subject us to a financial penalty should they seek coverage via the Health Care Marketplace – probably in the area of about \$3,000. When one employee seeks Marketplace coverage the IRS then looks at all of our employees and the penalty is assessed against on behalf of all employees who average the 30 hours per week, which could easily be between \$20,000 to \$30,000.

Mr. Roedner suggested that our Personnel Policy be amended to allow per diem employees who work more than 20 hours per week (MMA's threshold for health care eligibility) to purchase an MMA health plan through the Town of Topsham, as their employer. The Town would not provide any match or pay for any share of the coverage costs. Mr. Roedner also proposed that in addition to the PPO 1500 Plan, that all employees have access to the PPO 2500 Plan which is about \$50 less per month. Both plans are rates affordable under the ACA rules.

Mr. Roedner suggested wording be amended in the first part that “employees not designated as full time or permanent part time, such as per diem firefighters who average more than 20 hours a week for a six month period.

Motion was made by Chairman Douglass, seconded by Selectman Tufts, and it was unanimously

**VOTED**

To amend Topsham’s Personnel Policy regarding employee’s designated full time or permanent part time purchasing health insurance through the Town.

**EXECUTIVE SESSION**

At 7:20 p.m. motion was made by Chairman Douglass, seconded by Selectman Lyons and it was unanimously

**VOTED**

To move into Executive Session to discuss a grievance matter. All members were present, along with Town Manager Roedner, the Assistant Town Manager and Police Unit Representative.

**18-85 CONSIDERATION AND ANY APPROPRIATE ACTION TO MOVE INTO EXECUTIVE SESSION PURSUANT TO 1 M.R.S.A. §405 (6) (A) TO DISCUSS A GRIEVANCE MATTER**

At 8:00 p.m. motion was made, seconded and it was unanimously **VOTED** to come out of Executive Session.

Motion was made by Chairman Douglass, seconded by Selectman Lyons, and it was unanimously

**VOTED**

To uphold the Town Manager’s determination on the grievance filed by the Police Union due to a lack of harm.

**18-86 CONSIDERATION AND ANY APPROPRIATE ACTION TO MOVE INTO EXECUTIVE SESSION PURSUANT TO 1 M.R.S.A. §405 (6) (E) TO DISCUSS AN APPEAL**

At 9:01 p.m. motion was made by Chairman Douglass, seconded by Selectman Lyons and it was unanimously

**VOTED**

To move into Executive Session to discuss an Appeal. All members were present, along with Town Manager Roedner, and the Assistant Town Manager.

Following discussion, motion was made, seconded and it was unanimously **VOTED** to come out of Executive Session.

Motion was made by Chairman Douglass, seconded by Selectman Lyons, and it was unanimously

**VOTED**

Motion was made by Chairman Douglass, seconded by Selectman Lyons, and it was unanimously

**VOTED**

To instruct the Town Manager to work with the Town Attorney to determine the merits of filing an appeal of the recent Board of Appeals Decision and, if warranted, file an appeal within the 45-day period.

**ADJOURNMENT**

Motion was made by Chairman Douglass, seconded by Selectman Lyons, and it was unanimously

**VOTED**

To adjourn the meeting at 9:02 p.m.

Respectfully submitted,

---

Patty Williams, Recording Secretary

# Board of Selectmen Meeting

For the date of: 10/18/2018

**Type of Item:**

- Board or Committee Presentation
- Consent Agenda Item
- Public Hearing
- Unfinished Business
- New Business
- Executive Session
- Workshop

**Type of Submission:**

- Regular Submission
- Additional Agenda Item
- Additional Information

**Agenda Number:** 18-87

(If this is Unfinished Business, please remember to research and enter the original agenda number above. For Regular Agenda items, the Secretary will assign a number.)

**Brief Title of consent or Agenda Item:** Consideration and any appropriate action to authorize the Town Manager to sign a scope of work contract from Tom Errico at TYLIN traffic Engineers for a Main Street striping/traffic management plan.

**Brief Description of Consent or Agenda Item:** See attached memo

**Submitted by:** Rod Melanson, Town Planner

**Date:** 10-09-2018

## MEMORANDUM

**To:** Rich Roedner, Town Manager  
**From:** Rod Melanson, Planning Director  
**Date:** October 9, 2018  
**Re:** Main Street Striping/ Traffic Management Plan

Last spring during budget discussions, the Planning Office requested funds to conduct a traffic management and striping plan for upper Main St. This was based on significant changes coming to this area, including MSAD 75, Mountain Road connection to Can Am Drive, and the potential for new housing at the Annex.

During the Planning Board's review of these various projects, questions were raised about Main Street improvements, some dating back to the identified pedestrian improvements in the 2008 Main Street Plan. This spurred an internal discussion with our DPW, and Planning Office to "zoom out" and address Main Street traffic management by utilizing all of the data collected and required through the Planning Board process to assist in addressing traffic concerns for the corridor.

Understanding that some simple improvements (striping) may go a long way in addressing some traffic concerns, the planning office developed a budget that was specifically identified and presented to the selectboard and finance committee as part of this year's fiscal planning projects.

This area has also been identified in the draft Comprehensive Plan, as well as in the DOT-sponsored pedestrian safety study that is currently underway, as a priority area. To this end, DOT has conducted traffic/pedestrian counts at the Rt. 196/Rt. 201 intersection.

Engaging Tom Errico, TY Lin, who is our peer reviewer for traffic studies, the planning office developed a scope of work (attached) and anticipates utilizing our peer reviewer to continue working with the Town to conduct a striping/ traffic management plan based upon this scope of work. This may require a bid waiver from our purchasing policy...this engineer is being proposed due to his role in the review process thus far, knowledge of the data and analysis for the area, and successful planning efforts that he has worked on previously for the Town.

The Planning Office has engaged MDOT officials, and in June of 2018 traffic counts were conducted at the 201/ 196 intersection. As the area of this traffic plan extends from roughly Goodwin Volvo to Can Am Drive.

The process for this study is proposed to include the following stakeholders: Maine DOT, Department of Public Works, MSAD 75 representative (Josh Ottow/ Dan Chuta), Topsham Planning Office. I would propose that we (staff) work with the Board of Selectmen via workshops in reviewing the study.

The Planning Office and DPW seeks approval from the Board of Selectmen to waive our bid policy to engage TY Lin to implement the scope of work. Our goal is to complete this project in time for implementation funds to be included in the upcoming municipal budget, and have the work completed by the time the new Mt. Ararat HS opens, and Mountain Road connects to Can Am Drive.

August 3, 2018

Rod Melanson  
Director Planning, Development & Codes Town of Topsham  
100 Main Street  
Topsham, ME 04086

Subject: Main Street (Route 201) Pavement Marking Improvement Plan

Hi Rod:

As discussed the following outlines our scope of work and fee estimate to develop an improvement plan for Main Street between approximately the Volvo Dealership and CanAM Drive.

**Municipal Goals:**

1. Traffic management:
  - a. Provide for safe vehicle mobility, and address congestion issues associated with MSAD school campus at Eagles Way and Can Am Drive
2. Pedestrian Mobility & Safety:
  - a. Identify improvements to existing conditions, including any proposed new improvements
3. Bicycle Mobility & Safety:
  - a. Identify improvements to existing conditions, including any proposed new improvements
4. Aesthetic Character
  - a. Identify any improvements to streetscape landscaping
  - b. Identify any improvements to pedestrian lighting

**Scope of Work**

**Data Collection and Assumptions:**

1. Utilize the MaineDOT June 2018 turning movement count at the Route 201/Route 196 intersection.
2. Prior traffic studies from Gorrill Palmer for MSAD 75 and Diane Morabito for Highland Green will be obtained/used.
3. Crash data for the most recent three-year period from MaineDOT will be obtained.
4. Traffic signal information (equipment/timing) will be obtained.

**Base Mapping Assumptions:**

It is assumed that the concept improvements will be illustrated on an aerial base map at a scale of approximately 1" = 25'. The following is assumed in the development of the base map.

1. Right-of-Way mapping from MaineDOT.
2. The Town will provide electronic 2018 aerial maps (which are expected in October 2018).
3. Site plans and other maps available will be obtained to assist in establishing existing conditions.
4. A field inventory will be conducted to confirm and update mapping information.

**Traffic Modeling Analysis:**

1. Develop Design Hour traffic volumes in the study area.
2. Develop a Synchro traffic model for the study area.
3. Conduct a SimTraffic analysis to evaluate recommendations and changes to number of lanes and/or configuration.

**Final Plan:**

1. Develop a pavement marking plan
  - a. Identify crossing improvements both at existing and proposed crosswalks.
  - b. Identify shoulder or bicycle lanes.
  - c. Identify coordinated traffic management
    - i. Recommendations for Eagles Way traffic peak time periods (i.e.: do we need a police presence for traffic control)
    - ii. Traffic signal improvements at Main Street/Route 196
2. Develop a conceptual design of a sidewalk on the west side of Main Street from Eagles Way to the Forest Drive area.
3. Develop conceptual design of roadway improvements that may include pedestrian refuge islands and traffic calming strategies.
4. Develop Cost Estimates for the implementation of improvements according to available unit cost information.

Compensation

For services rendered in the above scope of work, compensation will be on a lump sum basis with a cost of \$10,000.00 inclusive of both direct and indirect costs.

**GENERAL TERMS OF AGREEMENT**

1. Terms of Payment

Payment for services rendered shall be in accordance with the following general provisions:

- a. The Engineer shall submit invoices monthly for all work performed. Subconsultant's services invoiced shall be accompanied by approved invoices from all subconsultants.

Services performed shall be deemed approved and accepted by Client as and when invoiced unless Client, within fourteen (14) days of date of invoice, provides written notice of incomplete or defective work and the amount in dispute.

- b. Payment shall be made by Client within fourteen (14) days after Client is paid. Interest at 1-1/2% per month or such lesser rate as allowed by applicable law may be applied to sums outstanding over 30 days if withheld without cause.
- c. Should the Project be delayed by action of Client, or by failure of Client to provide data or documents or to perform other administrative functions as designated herein, the Engineer shall be paid that portion of the current month's work from the date of the previous invoice to the date of cessation of the work, such payment to be made within fourteen (14) days of invoice.
- d. Failure of Client to submit full payment, without cause, of an invoice within fourteen (14) days of the date thereof subjects this Agreement and the services for herein to suspension or termination at Engineer's discretion.
- e. If the Engineer's services for the Project are suspended by the Client or the Project is abandoned in whole or in part by the Client, the Engineer shall be paid its fees for services satisfactorily performed prior to receipt of written notice from the Client of such suspension or abandonment.

## 2. General Conditions

- a. The Engineer will provide the services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the engineering profession practicing under similar conditions at the same time and in the same or similar locality. No warrant expressed or implied is made or intended by this Agreement or by the foregoing statement of the applicable standard of care.
- b. During the performance of services within this Agreement, the scope of the Engineer's services and compensation therefore may be adjusted by mutually agreed change orders to this Agreement.

- c. The Engineer shall not disclose to unauthorized parties any confidential information other than as required by law except to its employees and other consultants who need such confidential information in order to properly perform the services required.
- d. The Engineer shall maintain during the performance of this Agreement workers compensation and liability insurance satisfactory to the Client in amounts not less than as follows:

Workers Compensation	Statutory Coverage
General Liability \$2,000,000 Aggregate	\$1,000,000 Each Occurrence and
Automobile Liability Aggregate	\$1,000,000 Each Occurrence and
Professional Liability Aggregate	\$1,000,000 Each Occurrence and

Subconsultants shall maintain during the performance of this Agreement workers compensation and liability insurance in amounts not less than those listed above, except that Professional Liability insurance shall be not less than \$1,000,000 Each Occurrence and Aggregate. Client shall be named as an additional insured on the general liability and automobile liability policies.

- e. Absent negligence on the part of the Engineer, the Engineer shall not be responsible for the completeness or accuracy of data provided by others on which designs will be based, or for the acts of omissions of the Client or any of the Client's contractors and subcontractors, or their agents or employees or any other person otherwise performing any of the Client's work. Absent negligence on the part of the Engineer, the Client shall hold the Engineer harmless from any and all claims which may result from use of incomplete survey or other data provided by others and completed outside the scope of this project.
- f. The Engineer's designs, drawings, analyses, reports, maps, field data, laboratory test data, calculations, estimates and other similar documents prepared by the Engineer for delivery to the Client under this Agreement are instruments of professional service, not products. However, all such documents shall become the property of the Client upon full payment of the Engineer's invoices. The Engineer may retain copies of all such documents for its files. Such documents and other services provided under this Agreement are for the exclusive use of the Client solely for this project. The Engineer will not be responsible for further use of these materials.

3. Responsibilities of the Client

The following data and services shall be provided by the Client:

- a. Client agrees to notify Engineer promptly in writing if Client becomes cognizant of the occurrence of any development that may affect the performance of Engineer's services or of any defect or non-conformance of the Engineer's services or the work of any contractor or subconsultant.
- b. Client shall designate a representative who shall have authority to act as Client's representative and who shall promptly transmit instructions, receive information, interpret and define Client's policies and decisions with respect to the Project.
- c. Provide all legal and administrative services required for land and right-of-way acquisition, filing and processing local and State permits, project financing, or other legal requirements.
- d. Pay all costs of publishing legal notices in appropriate newspapers and shall pay all permit application fees as required by various permitting processes.
- e. Provide access rights onto abutting land if such access is necessary to accomplish work of this Project.

4. Termination

This Agreement may be terminated by written notice by either party in the event of substantial failure to perform in accordance with the terms hereof by the other party after the expiration of a ten (10) day notice period. Either party may terminate this Agreement without cause upon thirty (30) days written notice. Upon termination, Engineer shall be paid for services performed and costs incurred to date of termination.

5. Delegation of Duties

Neither the Client nor the Engineer shall assign its rights or delegate its duties under this Agreement without the written consent of the other party. Client hereby consents to Engineer's subcontracting any of the services to be performed hereunder, excepting tasks detailed by TYLI.

6. Force Majeur

Engineer shall not be liable or deemed to be in default for delays in performing the services hereunder, or for the direct or indirect costs resulting from such delays that may result from any cause beyond Engineer's reasonable control.

7. No Third Party Beneficiaries

This Agreement gives no rights or benefits to any party other than the Client and Engineer. No action may be brought against either party hereto by any third party based on this Agreement.

8. Severability

The invalidity or unenforceability of any portion of this Agreement shall not affect the validity or enforceability of any other portion hereof.

9. Dispute Resolution

All claims, disputes and controversies arising out of or in relation to the performance, interpretation, application or enforcement of this Agreement shall be determined in the Sagadahoc County Superior Court. The Client and Engineer are not prohibited by this section from amending this Agreement should a claim, dispute or controversy arise, and referring the claim, dispute or controversy to mediation or arbitration.

10. Captions

The captions in this Agreement are for the purposes of convenience only and form no part of this Agreement. In no event shall they be deemed to limit or modify the text of this Agreement.

11. Extent of Agreement

This Agreement represents the entire and integrated agreement between the Client and the Engineer and supersedes all prior negotiations, representations, or agreement, either written or oral. This Agreement may be amended only by written instrument signed by both the Client and the Engineer.

12. Applicable Law

This Agreement shall be interpreted and enforced according to the laws of the State of Maine.

13. Indemnification

Engineer promises to indemnify and hold harmless the Client and its officers,

agents and employees from any and all claims, damages, debts, demands, suits, actions, attorney fees, court costs, arbitration or other dispute resolution costs, expenses and any liabilities of every kind or nature attributable to, resulting from, or arising out of any negligent or intentional wrongful act, error, omission or breach of contract by the Engineer or its subconsultants in the performance and furnishing of services under this Agreement.

We appreciate the opportunity of providing traffic engineering services and your signature will constitute your authorization to proceed. Please contact me if you have any questions relative to this proposal.

Respectfully submitted,

T.Y. LIN INTERNATIONAL



Thomas A. Errico, PE  
Senior Associate / NE Traffic Engineering Director

CLIENT

ENGINEER

Town of Topsham

T.Y. Lin International

By: \_\_\_\_\_

By: \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

# Board of Selectmen Meeting

For the date of: 10/18/18

**Type of Item:**

- Board or Committee Presentation
- Consent Agenda Item
- Public Hearing
- Unfinished Business
- New Business
- Executive Session
- Workshop

**Type of Submission:**

- Regular Submission
- Additional Agenda Item
- Additional Information

**Agenda Number:** 18.88

(If this is Unfinished Business, please remember to research and enter the original agenda number above. For Regular Agenda items, the Secretary will assign a number.)

**Brief Title of consent or Agenda Item:** Consideration any appropriate action on amending Topsham's Personnel Policy regarding Full Time Firefighters.

**Brief Description of Consent or Agenda Item:**

See attached memo.

**Submitted by:** Richard Roedner, Town Manager **Date:** Oct. 4, 2018

## MEMORANDUM

To: Board of Selectmen  
From: Richard Roedner, Town Manager  
Date: October 10, 2018  
Re: Personnel Policy – Full Time Fire Fighters

With the hiring of new full time firefighters, and the change to a double 12-hour shift schedule, it has become apparent that we have to adapt our personnel policy to accommodate this new work schedule.

Currently, our Personnel Policy provides for leave time in days, defined as:

“DAY - When calculating sick, vacation or personal time, the term “day” refers to a work day, either 7.5 hours for an employee whose regularly scheduled work week is 37.5 hours, or 8 hours for an employee whose regularly scheduled work week is at least 40 hours per week. For employees who work less than 37.5 hours per week, a “day” shall be prorated to the appropriate number of hours based on the total worked during a week.

### Sick Time

This definition ties the term ‘day’ to the schedule, typically either 7.5 or 8 hours. However, our practice has been to award sick time based on the actual shift, meaning that when an officer works 10 hours shifts for a month, 1 day of sick time is awarded, consisting of 10 hours. When that officer works 8 hour shifts for the month, the sick day is only 8 hours.

I propose that we amend the language defining ‘day’ to correspond to the work day of the previous month. This conforms to the current definition, current practice, and takes into account those employees that work on a different schedule. For full time fire fighters, a day would become 12 hours, and they would receive a 12-hour day of sick time each month.

On a related matter, I would then clarify our policy that says an employee can carry no more than 120 days of sick time, and define it in terms of hours, or 960 for everyone.

Sick time for full time fire fighters would be taken in 12 hour increments, to avoid partial shifts that have to be back filled.

### Vacation leave

Vacation is awarded on the basis of weeks. If you work a 40-hour week, you get 40 hours of vacation time. If you work 37.5 hours, you get 37.5 hours. I would propose that we maintain this process of awarding vacation time based on the weekly schedule. With full time fire fighters, who work a rotating number of hours each week (3 weeks at 48 and 1 at 24 each month), they average 42 hours per week, and that is what they get paid for each week. I would recommend

that we clarify in our policy that fire fighters earn 2 weeks of vacation (84 hours) to start, and that they follow the same schedule of weeks based on 42 hours per week. While most employees are limited to 80 hours of vacation carryover (up to 120 with Town Manager's approval), I would recommend that the carryover be calculated at 84 hours, with 42 additional hours with Town Manager's approval.

#### Holiday time

Holiday pay gets paid out to employees based on their schedule. For those that work 8 hour shifts, they get 8 hours of holiday pay. For fire fighters, I would recommend that we continue the general policy, with 12 hours as the basis for their daily schedule. Since they work two days back to back, it is important to clarify that the holiday is 7 am to 7 pm only.

When a fire fighter works Christmas or Thanksgiving, they would receive time and ½ pay for the 12 hour holiday, plus a 12 hour shift as time off.

#### Personal time

Full time fire fighters would receive one personal day per year, at 12 hours, with no carry over.

#### Vehicle take home privileges

Full time fire fighters serving as weekend duty officers would be granted vehicle take home privileges for the duration of their duty shift.

#### Bereavement leave

Bereavement leave for full time fire fighters would be the same number of days as for other employees, but would be calculated at 12 hours per day.

#### Miscellaneous

Other benefits, health insurance, disability, etc., full time fire fighters will pay the same as other non-union employees.

A pay plan has been developed with the following steps:

Start at probation level	1 year
Entry level	1 year to 4 years
Step 1	4 to 7 years
Step 2	7 to 10 years
Step 3	10 to 13 years
Step 4	13 to 16 years
Step 5	16+ years

Each step will be a longevity step in accordance with IAM contracts and Personnel Policy

# Board of Selectmen Meeting

For the date of: 10/18/18

**Type of Item:**

- Board or Committee Presentation
- Consent Agenda Item
- Public Hearing
- Unfinished Business
- New Business
- Executive Session
- Workshop

**Type of Submission:**

- Regular Submission
- Additional Agenda Item
- Additional Information

**Agenda Number:** 18-89

(If this is Unfinished Business, please remember to research and enter the original agenda number above. For Regular Agenda items, the Secretary will assign a number.)

**Brief Title of consent or Agenda Item:** Consideration any appropriate action on personnel policy regarding MEPERS match.

**Brief Description of Consent or Agenda Item:**

See attached memo.

**Submitted by:** Richard Roedner, Town Manager **Date:** Oct. 10, 2018

## MEMORANDUM

To: Board of Selectmen  
From: Richard Roedner, Town Manager  
Date: October 11, 2018  
Re: Personnel Policy, Maine St. Retirement

Our Personnel Policy, and contracts, have provided for retirement benefits in two fashions – and ICMA 457 Deferred Compensation Plan, or Maine State Retirement (MePERS). If an employee chooses ICMA, we have matched up to 6% of their contribution, and they couldn't access MePERS. If the employee chose MePERS, then the employee and Town both contributed 6½ %, and the employee could also opt to invest through ICMA, with no Town match.

About 7-8 years ago, MePERS began restructuring its contribution system in an effort to fully fund its long-term liability. This has included incremental increases to both the employee and the Town's match. Currently, employees are at 8½ % and the Town is at 10½ %.

This year, MePERS added another new twist. For people who are newly hired, who are already drawing retirement benefits through MePERS, the Town is charged 5% for that employee, even though they are not contributing. This is being done by MePERS because they view that employee, someone who is drawing from the system, as a lost employee who could be contributing. In two years, existing employees will also be captured by MePERS with the same 5% contribution by the Town.

So, this begs the question of how we should compare the Town's contributions to retirement. We now contribute 6% for ICMA, 10½% for MePERS. When the employee is already retired, we are contributing 6% for ICMA (potentially) and 5% for MePERS.

This has become an issue as we have recently hired a new employee who is already drawing retirement benefits through MePERS. In two years, MePERS will start charging 5% for our two existing employees who are already drawing retirement.

### Questions:

- Should we look at adjusting our contributions to ICMA to better reflect MePERS?
- Should we consider the 5% contributed on behalf of a retiree as part of the 6% that we may also be contributing to ICMA?
- How do we make our two retirement programs equitable, or do we have to?