

WISCASSET SELECT BOARD,
BOARD OF ASSESSORS, AND OVERSEERS OF THE POOR
FEBRUARY 6, 2018

Preliminary Minutes

Present: Chairman Judy Colby, Vice Chairman Benjamin Rines, Jr., Jefferson Slack, Robert Blagden, Kathy Martin-Savage, and Town Manager Marian Anderson

Chair Judy Colby called the meeting to order at 6:10 p.m.

1. Pledge of Allegiance

2. Approval of Treasurer's Warrants

- a. A motion was made by Ben Rines, Jr., seconded by Katharine Martin-Savage to approve the payroll warrant of February 2, 2018, motion passed 5-0-0.
- b. A motion was made by Katharine Martin-Savage, seconded by Judy Colby to approve the accounts payable warrant of February 6, 2018, motion passed 5-0-0.

3. Approval of Minutes

- a. Motion was made by Benjamin Rines, Jr. seconded by Katharine Martin-Savage to approve the minutes of January 25, 2018, motion passed 5-0-0.
- b. Motion was made by Judy Colby, seconded Katharine Martin-Savage to approve the minutes of January 30, 2018, motion passed 5-0-0.

4. Special Presentations or Awards

- a. William Thayer, Service Recognition Award-postponed because Thayer was absent.
- b. Resolution, Wiscasset Community Center's 20th Anniversary, postponed

5. Committee Appointments-None

6. Public Hearings

a. New Liquor License, Carla Chapman, Cubby Hole

At 6:15 p.m. Katharine Martin-Savage made a motion seconded by Judy Colby to open the public hearing for a new liquor license for Carla Chapman.

Police Chief Jeffrey Lange said he has received no complaints on her establishment. The Chief said he spoke with Carla regarding the hours of the Cubby Hole on race nights. Carla indicated that she would be closing at 10 p.m. on Saturdays.

Carla told the Board she will continue to serve food and has plans to expand her menu, but will do away with the redemption center and groceries.

At 6:18 a motion was made by Katharine Martin-Savage, seconded by Benjamin Rines, Jr. to close the public hearing, motion passed 5-0-0.

A motion was made by Katharine Martin-Savage, seconded by Benjamin Rines, Jr. to approve the liquor license for Carla Chapman, motion passed 5-0-0.

7. Public Comment

Judy Flanagan read the following statement regarding a recent sign posted in the window of a Main Street business:

"It takes a village. It really takes a village to build a community and it takes a village to destroy that community. The sign posted in a Main Street storefront window was offensive to me personally but beyond that it was hurtful to our downtown businesses, the Town government, and the citizens of Wiscasset. This sign was vulgar and disrespectful to the Chair of the Select Board. I understand that the Select Board is going to remain silent on the matter. I am sorry and dismayed. The collective deafening public silence of the other downtown businesses, the residents who have posted "RESPECT" signs up and down our streets and the Select Board speaks volumes. By the silent tongues and unused pen, we invite such displays to continue or worsen. A community is not destroyed over night, but by the drip, drip, drip of inaction of good people. I want to publicly say to the Board Chair and the Maine State Department of Transportation that you do not deserve to be the target of this shameful act of Freedom of Speech. I want to add that I commend the Town of Jackman and the action taken dealing with its own current Freedom of Speech issue."

8. Department Head or Committee Chair-None

9. Unfinished Business

- a. 2018 Ambulance Service Contract Rates-EMS Director Toby Martin told the Board consideration should be given to raising the cost to the Town's serviced by the Wiscasset Ambulance Service. Martin said the current flat rate of \$3,000/year for Edgecomb and Westport Island is way below where it should be. Dresden entered a three-year contract this year and will pay \$6,000 for year one; \$6,500 for year two; and \$7,000 for year three.

Martin pointed out the Wiscasset Ambulance Service responded to 109 calls to Edgecomb in 2017, which billed out to \$94,526. He said only \$35,441 was collected; \$41,352 was written off; and \$17,332 was still owed.

Martin said there were three options to consider: raising the flat rate; a percentage per capita; and a formula similar of that used by school departments receiving students from other towns. When asked which method would be the most advantageous to the Town of Wiscasset, Martin said the per capita assessment.

Martin said a market analysis was done last year and typically towns are being charged an average of 8 to 11% per capital of population and recommends heading in this direction. He

suggested, because the increases would be drastic, the Town may want to consider the increases over a three to five year contract, to eventually get to the 8 to 11% per capita.

Selectman Robert Blagden said the Town of Wiscasset should not be subsidizing any town. All towns have the same access to the service and should be paying more realistic numbers, he said.

It was suggested by Town Manager Marian Anderson, that she and Martin, get together and present real numbers with the options suggested by Martin and present the figures at the next Board meeting.

- b. Town Clock Update-Jason Putnam reported to the board he has received permission from the owner of the building to proceed with the repairs to the Town Clock. He said the lumber has arrived and the work will begin shortly.
- c. MDOT Update-Town Manager Marian Anderson reported that the Board met in Executive Session prior to its meeting, in preparation for the scheduled hearing on Feb. 7th. She said Board planned on meeting on Tuesday, February 13 to report on the MDOT hearing.

10. New Business

- a. Sewer Abatement Policy (first read)-Town Manager Marian Anderson distributed a draft Sewer Abatement Policy. She said the Town is receiving sewer abatement requests more frequently and the Town currently has no policy. She said she reviewed the policies Town of Boothbay Harbor and Brunswick to come up with the draft, but encouraged the Board to make suggestions and changes which will be discussed at the next meeting.

11. Town Manager's Report-Town Manager Marian Anderson said she would be attending the MDOT hearing in Portland on Feb. 7.

12. Other Board Business-None

13. Adjournment

At 7:50 pm. a motion was made by Benjamin Rines, Jr. seconded by Katharine to adjourn the meeting, motion passed 5-0-0.

WISCASSET SELECT BOARD,
BOARD OF ASSESSORS AND OVERSEERS OF THE POOR
FEBRUARY 13, 2018, WISCASSET COMMUNITY CENTER

Preliminary Minutes

Tape recorded meeting

Present: Bob Blagden, Chair Judy Colby, Kathy Martin-Savage, Vice Chair Ben Rines, Jr., Jeff Slack and Town Manager Marian Anderson

Chair Judy Colby called the meeting to order at 6 p.m.

1. Pledge of Allegiance

2. MDOT litigation update – Murray, Plumb & Murray – Peter Murray, John Shumadine

Peter Murray's firm represents the Town of Wiscasset in the litigation with the MDOT concerning the application of the towns' Historic Preservation Ordinance and the proposed Route 1 Improvement Project of the MDOT planned for this spring. Murray said the first step of the plan is the demolition of the Haggett Garage on Water Street which appeared to the attorneys as a violation of the Historic Preservation Ordinance without a Certificate of Appropriateness. The attorneys filed suit against the MDOT to restrain them from beginning without the Certificate. The State indicated an interest in a compromise, and presented a consent agreement to the Town. The State claimed that the Historic Preservation Ordinance was not a zoning ordinance and the MDOT was not required to comply with it. The State ultimately agreed to comply with the ordinance and seek a Certificate of Appropriateness for the demolition of the Haggett Garage. If the certificate is not granted, the MDOT will appeal the Commission's decision to the Wiscasset Board of Appeals. If the MDOT is not successful in the appeals process, it will exclude the demolition and parking lot from the project.

John Shumadine said in addition to the main issue, the agreement also contained an agreement to repave the parking lot behind Treat's and pay for the maintenance and ongoing expenses with the traffic lights on Route 1. The maintenance and expense of the traffic light on Route 27 will be taken over by the MDOT. The Town will be required to pay for the blinking pedestrian light. The Town would be left in the same position financially as it is now if the settlement were approved.

Judy Colby moved to authorize the Town Attorneys, Peter L. Murray and John B. Shumadine of Murray, Plumb & Murray to execute the proposed Consent Judgment on behalf of the Town and present that Consent Judgment to the Superior Court for approval in Town of Wiscasset v. Maine Department of Transportation, Docket No. BCDWB-CV-17-59 & BCDWB-AP-17-08.

James Kochan said he was under the impression that the litigation with MDOT was not just the matter of the demolition of Haggett's Garage but of the overall direction Option 2 had taken. He said the consent agreement is a narrow approach and is not looking at the project in a realistic fashion. He contended that the state should comply with the town ordinances and urged the board to table a decision on the consent judgment.

David Sutter said that it appears the agreement waives portions of the HPO that require review of the remaining portions of the plan and he did not believe waiving a section of the ordinance was within the purview of the board; it is a town meeting responsibility. He also asked that details of the rest of the project be provided to the HPC for review. Sutter asked for plans showing how water would be discharged from the parking lots.

In response to Kim Dolce's question, Peter Murray said that eight parallel parking spaces on Main Street were originally planned but that was vetoed by the governor. Dolce commented on the vacant commercial properties would not attract businesses and recommended that a better solution be sought or at least the plan be tested for a year as has been done in Brunswick and Thomaston.

Peter Murray explained that during negotiations, the question of Option 1 was raised but MDOT said Option 1 was not on the table and cannot be because space for parking would result in a sidewalk too narrow for ADA compliance, and would not give traffic flow desired.

Murray also explained that in the negotiations for eight parking spaces on Route 1, MDOT was not opposed to the parking, but the governor objected. Although the Select Board asked to meet with the governor, the governor would not meet while litigation was ongoing.

Asked about alternatives to the settlement, Peter Murray said pushing forward with an injunction would be a long process and the town could end up either better or worse. If the agreement is approved in court, MDOT can go ahead without HPC approval; it could be redesigned or be whatever the court decides. Unless the court specifically forbids an action, pending litigation won't stop the project.

Discussion continued on the relative merits or problems with the MDOT plan including its importance to other towns in the midcoast, an engineering study that indicates traffic flow will not be improved by the MDOT Option 2, advantages and cost of moving forward, the possibility of negotiating a test of the plan for a year similar to that done in Brunswick and Thomaston, and loss of business to shops on Main Street.

Ben Rines, Jr., said an offer of \$75,000 had been made to proceed with litigation and he recommended that it be put to a vote of the townspeople. Bob Blagden added discussions about going forward were not limited to the narrow scope in the agreement from the MDOT; parking on Main Street and the changes such as eliminating the Creamery Pier parking and changes in parking on the side streets should have been part of the agreement.

In response to Pam Logan's question, Peter Murray said that money donated could be used for litigation, but there is the risk that the policy of having litigation funded by an individual could be questioned if the donor could benefit from the litigation

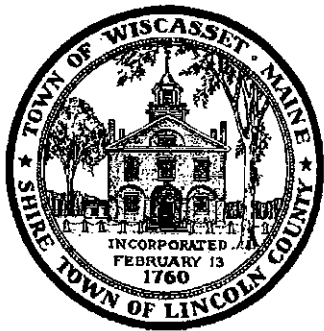
In response to Seaver Leslie's comment regarding the inability of MDOT to do anything on the side streets without the town's permission, Peter Murray said that the town's opposition to smaller items in the plan would not stop MDOT from going ahead with the major part of the project, leaving the town without parking on Main Street and without additional parking in lots.

The motion to approve the consent agreement failed on a 2-3-0 vote (Blagden, Rines and Martin-Savage opposed.) Ben Rines, Jr. moved that we instruct the town manager to meet with the town attorney and come up with an article suitable to put before the townspeople to accept any and all monies from whomever for the purpose of this litigation. Vote 5-0-0.

3. Adjournment

Kathy Martin-Savage moved to adjourn the meeting at 7:20 p.m. Vote 5-0-0.

8a



date: _____

returning vendor(y/n) _____

TOWN OF WISCASSET

Pier Vendor Permit Application

APPLICANT NAME: _____

BUSINESS NAME: _____

MAILING ADDRESS: _____

PHONE NUMBER: _____ CELL: _____

EMAIL: _____

SEASONAL PERMIT PER EACH SPOT: (May – Oct /calendar year) _____ x \$400 (10' X 20') or _____ x \$600 (30' x 34')

ANNUAL PERMIT PER EACH SPOT: _____ x \$800 (10' X 20') or _____ x \$1100 (30' x 34')

_____ LADDER SIGN: \$40; TO READ: _____

_____ I REQUEST ELECTRICAL SERVICE: 110 Volt outlet \$100/season or \$5/day additional use will be billed by the Town (subject to change)

_____ EVENT PERMIT DATE(S) _____

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

_____ RETURNING VENDORS CHECK HERE IF NO CHANGES TO BUSINESS

DESCRIPTION OF ALL BUSINESS ACTIVITIES THAT WILL TAKE PLACE ON SITE: INCLUDING ELECTRICAL REQUIREMENTS _____

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

- ATTACH A CERTIFICATE OF INSURANCE, NAMING THE TOWN OF WISCASSET AS AN ADDITIONAL INSURED.
- ATTACH A PHOTO OR SKETCH OF THE PROPOSED STRUCTURE.
- INCLUDE FULL PAYMENT WITH APPLICATION. SUBMIT TO THE TOWN OFFICE, Attn: Administrative Assistant

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

Signature

Date:

Office use only

Permit fee

Electric fee

Sign Fee

Total amount

Approval Date

Expiration date

COPY

Recommended _____ Not Recommended _____

Authorized by _____
Waterfront Committee

Redraft February 2018
Town of Wiscasset
Pier Policies

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.

COPY

2. PERMITS:

- All permits may be applied for beginning February 1st of each year.
- All supporting required documents (including payment) must accompany Application.
- Applicant will be notified of approval approximately 30 days after application
- Permits will be re- issued on a seniority basis.
- Placement of structures shall be decided by the Waterfront Committee
- 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 be make application for each event; The daily fee is \$25 for each 10x10 square foot space. Fees may be waived for town sponsored events and other approved circumstances.
- Annual permits shall make clear whether the business is operational or seeking storage for part of the term. Annual Fees will be \$1100 for each 30x34 space and \$800 for each 10x20 space.
- 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.

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

Selectmen adopted 2.15.2011, revised and adopted 12.06.2011

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 a minimum of 5 hours per day at least 5 days per week.
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 \$1,000,000 (one million dollars) of liability insurance and shall name the Town as second insured up to the \$400,000 limit of liability for municipalities identified in the Maine Tort Claims Act.
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 Wiscasset.

Town of Wiscasset
January 2018
Monthly Reports



MEMORANDUM



To: Marian Anderson - Town Manager
Fr: Rick Tetrev – Interim Airport Manager
Cc: Airport Committee
Dt: February 6, 2018

Re: Airport Monthly Report, January 2018

Activity for the month of January was seasonally consistent, as reported by the G.A.R.D. system (Airport Invisible Intelligence System), of 299 aircraft operations. This is a slight increase from January 2017 which had 285 recorded aircraft operations.

On Sunday January 28 the airport hosted a fly-in and soup lunch for the Maine Aeronautics Association. This is an annual event. We had 12 planes that flew in as well as many people that came by car. One hundred and fifty-six gallons of aviation gas at \$4.82 per gallon was purchased by 9 aircraft for a total collected of \$749.99. This is an annual event and was enjoyed by all that attended.

In January we received a delivery of 8,000 gals of 100LL aviation gas. Sales of 100LL totaled 1,637.35 gallons for a sale price of \$7,717.79. There was no Jet A sold during this period. Revenue for the month was \$7,717.79 having collected \$138,209.08 of \$193,425.00 budgeted for this fiscal year.

As of January 31, 2018 the reduced expense budget of \$205,230.03 had cumulative debits from the first six months of the fiscal year of \$177,374.36. This represents 86.45% of the reduced expense budget for Fiscal Year 2017/2018. For the 100% expense budget of \$254,697.00 it represents 69.80% spent.

The revenue to date is \$164,159.42 representing 73.38% of the budgeted revenue of \$223,725.00.

There was one notable event at the airport this month. On Sunday January 21, a man from Westport was crushed by a tree that he cutting down. He was alone in the woods and remarkably he got himself home where his wife called 911. Wiscasset EMS, Police and Fire departments responded, stabilized the man and called for Lifeflight Maine. It was an impressive site to see your airport at work with other departments to save a life.

Respectfully submitted,

Rick Tetrev

rht

MEMORANDUM

To: The Board of Selectmen
Marian Anderson, Town Manager

Fr: Doug Fowler
Director of Public Works

Re: January, 2018 Public Works Monthly Report

Operations:

During the winter months, the Department of Public Works' trained crew prides itself on providing safe and effective driving conditions for all of Wiscasset's residents and visitors. Top priority is given to the Town's main routes which see the heaviest traffic, but all roads and streets get the attention they require. Generally, all operations begin by sanding/salting the roads, then plowing, and continue until all are safe and clear. In the "Downtown" area we try to use straight salt (not sand/salt mix), if temperature permits, as it quickly reduces snow accumulation and has less effect on the river environment. As Maine Residents, we all realize that each storm is different due to temperature, time of day, rate of snowfall, etc. These factors all contribute to, and dictate how, a storm is handled and as to how much time is needed to complete the operation even after the last flake has fallen. The Public Works Department is dedicated to performing all operations in a professional manner and ensuring that our roads are safe.

In addition to plowing the streets and roads, when all is said and done, other storm duties consist of snow-removal in the downtown area and sidewalk clearing. Snow-removal consists of loading the accumulated snow into trucks and removing it to our snow-dump area. This operation generally takes place in the very early morning hours as to not interfere with the morning commute. Sidewalk clearing is attacked with our multi-utility machine, the Toolcat, and then followed by team members sanding and salting typically by hand. Sidewalks are cleared in order of priority and we try and get as many as we can, and as best we can. In addition, we also provide the sanding at the Transfer Station and Community Center. Also, at the Community Center, we often send a team member and the loader to "stack" their snowbanks.

Another responsibility of the Department is snow removal at the airport. Once the event has ended, and the roads and streets are safe and convenient for travel, all available team hands convene at the airport to plow the runway, taxiways and parking lots. This task typically requires two hours if all hands are present. Once the snowbanks and piles have accumulated to a height and volume that makes it unsafe and inconvenient for aircraft, a team member is dispatched to operate the snow-thrower to disperse the accumulated snow.

MEMORANDUM

This month the numerous and frequent storms have mostly resulted in icy conditions remaining on the roadways. Storms of this nature require much attention and additional salt and sand application. This can be visually confirmed by our shrinking winter-sand stock pile as well as the pile designated for resident use. The Department responded to snow and/or icy conditions seventeen times this month.

Financials

At 58.3% of the budget year, the operational budget stands at 61.91%. "Winter" associated lines show how busy we have been: Overtime 59.31%, Diesel 70.54%, Salt 78.43%, and Cutting Edges 78.97%. We are approaching the back wall of the winter-sand stockpile; however I am hopeful that we will have enough to complete the season.

To conclude, I feel fortunate to lead such a dedicated and talented crew. Even after "pulling all-nighters," and being shorthanded, their attitudes remain positive as they continue to work to complete daily tasks and essential duties to ensure the safety of all motorists and residents. Teamwork and readiness allows us to go forward with confidence in handling whatever nature has in store. Lastly, I commend Steve Christiansen's diligence and efforts at the Town Offices. His hard work is truly noticed by many.

Faithfully yours,

Doug

Director of Public Works

Wiscasset, Maine



Wiscasset Ambulance Service

EMS Director: Toby Martin

February 2018 Report:

| <u>Town</u> | <u>Calls</u> | <u>Percentage</u> |
|-------------------------|--------------|-------------------|
| Wiscasset | 40 | 51.28 % |
| Southport | 1 | 1.28 % |
| Westport | 8 | 10.26 % |
| Edgecomb | 13 | 16.67 % |
| Dresden | 6 | 7.69 % |
| Transfer from Miles | 6 | 7.69 % |
| Transfer from Brunswick | 1 | 1.28 % |
| Richmond | 1 | 1.28 % |
| <u>No Location</u> | <u>2</u> | <u>2.56 %</u> |
| <hr/> | | |
| Total | 78 | 100 % |

- Other:
1. Delivery of our Ambulance March 1 or 2nd - Currently at the paint shop
 2. Would like to discuss the 2003 Ambulance at a Selectman Meeting- Request for Bid
 3. A private ambulance service heard we had CLC come here for a walk through for possible EMS Services. This service wanted to know if other services would be given the option to put in a bid. I did not have an answer.
 4. Attached is the numbers request by the select board for subsidy

Respectfully Submitted, Toby Martin

Serving With Dedication and Pride

51 Bath Road, Wiscasset Me 04578 (207) 882-8204 Phone & Fax

EMS Subsidy Calculations

Option 1- Fixed Capita Cost flate rate

| Town | Population | Rate | Cost | Town | Population | Rate | Cost |
|----------|------------|------|-------|----------|------------|------|-------|
| Edgecomb | 1249 | \$6 | 7494 | Westport | 718 | \$6 | 4308 |
| | 1249 | \$7 | 8743 | | 718 | \$7 | 5026 |
| | 1249 | \$8 | 9992 | | 718 | \$8 | 5744 |
| | 1249 | \$9 | 11241 | | 718 | \$9 | 6462 |
| | 1249 | \$10 | 12490 | | 718 | \$10 | 7180 |
| | 1249 | \$11 | 13739 | | 718 | \$11 | 7898 |
| | 1249 | \$12 | 14988 | | 718 | \$12 | 8616 |
| | 1249 | \$13 | 16237 | | 718 | \$13 | 9334 |
| | 1249 | \$14 | 17486 | | 718 | \$14 | 10052 |
| | 1249 | \$15 | 18735 | | 718 | \$15 | 10770 |
| | 1249 | \$25 | 31225 | | 718 | \$25 | 17950 |
| | | | | | | | |
| Dresden | 1672 | \$6 | 10032 | | 1672 | \$6 | 10032 |
| | 1672 | \$7 | 11704 | | 1672 | \$7 | 11704 |
| | 1672 | \$8 | 13376 | | 1672 | \$8 | 13376 |
| | 1672 | \$9 | 15048 | | 1672 | \$9 | 15048 |
| | 1672 | \$10 | 16720 | | 1672 | \$10 | 16720 |
| | 1672 | \$11 | 18392 | | 1672 | \$11 | 18392 |
| | 1672 | \$12 | 20064 | | 1672 | \$12 | 20064 |
| | 1672 | \$13 | 21736 | | 1672 | \$13 | 21736 |
| | 1672 | \$14 | 23408 | | 1672 | \$14 | 23408 |
| | 1672 | \$15 | 25080 | | 1672 | \$15 | 25080 |
| | 1672 | \$25 | 41800 | | 1672 | \$25 | 41800 |

Wiscasset Population- 3732

\$186,500 divided by total population (7371)= \$25.30 should be paying

Option 2- Split differences

| | |
|--|--|
| Total Budget, Subtract Revenue, Remaining split up 2/3 Wiscasset, and 1/3 split by serving communities | |
| \$561,500 - \$375,000 = \$186,500 divide by 3 | Total= \$62,166.67 divide by 3 = \$20,722.22 each Town will owe with Wiscasset 66% |
| \$561,500 - \$375,000 = \$186,500 divide by 2 | Total= \$93,250 divide by 3 = \$31,083.33 each Town will owe with Wiscasset 50% |

Option 3- Transfer Station Calculation

| Town | Census | % Population | Budget |
|-----------|--------|--------------|-----------|
| Wiscasset | 3732 | 51.00% | \$95,115 |
| Edgecomb | 1249 | 17.00% | \$31,705 |
| Westport | 718 | 10.00% | \$18,650 |
| Dresden | 1672 | 22.00% | \$41,030 |
| Total | 7371 | 100% | \$186,500 |

Data- Runs 2017

| TOWNS | RUNS | Billed Out | Received | Write Off's | Uncollected |
|----------------|------|------------|------------|-------------|-------------|
| Wiscasset | 716 | 450,092 | 166,255.91 | 223,493.90 | 81,519.66 |
| Westport | 52 | 38,900.08 | 14,176.15 | 21,177.47 | 3,554.38 |
| Edgecomb | 90 | 93,156 | 35,971.65 | 41,874.14 | 15,310.21 |
| Dresden 1/2 YR | 31 | 39,456 | 13,843.16 | 16,567.22 | 9,055.32 |
| Total | 889 | 621,604.08 | 230,246.87 | 303,112.73 | 109,439.57 |



Town of Wiscasset

TOWN CLERK REPORT

To: Marian L. Anderson, Town Manager
From: Linda Perry, Town Clerk
Re: January Monthly Report
Date: 02/15/2018

ELECTIONS

Preparations have started for the June 12, 2018, Primary Election and for the Annual Referendum Town Meeting and Election of Officers. I have started receiving election mailings from the Secretary of State's office that require prompt attention in order for the election to run smoothly.

Nomination papers will be made available on March 5, 2018 for local terms that will be expiring in June. I have listed the vacancies below. The Clerk/Registrar of Voters will be attending the Republican and Democratic Caucus. The Republicans will be meeting at the Great Salt Bay School in Damariscotta on Saturday, February 17th and the Democrats will meet at the Wiscasset Elementary School on Sunday, March 4th. It is required that the Registrar be available at least one half hour prior to the start of the Caucus to register new and unenrolled voters.

- **3 VACANCIES FOR BOARD OF SELECTMEN (3-2 YEAR TERMS)**

Terms expiring: Judith Colby, Benjamin Rines Jr. and Jefferson Slack

- **2 VACANCIES FOR WISCASSET SCHOOL BOARD (2-3 YEAR TERMS)**

Terms expiring: Eugene Stover and Glen Craig

- **6 VACANCIES FOR BUDGET COMMITTEE (3-3 YEAR TERMS, 2-2 YEAR TERMS AND 1-1 YEAR TERM)**

Terms expiring: Stephen P. Wallace, Preston Dunning, Judy Flanagan, Shaye Paradis, Frederick Quivey and Kimberly Andersson

- **1 VACANCY FOR WATER DISTRICT (1-3 YEAR TERM)**

Term Expiring: Phillip Divece

CLERK

Dog licensing late fees will be in effect on February 1, 2018. The fee is \$25 per dog and cannot be waived according to state statute. Over 300 postcards were mailed to remind unlicensed dog owners to come in prior to the deadline to avoid paying the extra fee. Airplane excise tax bills



Town of Wiscasset

will be sent out on aircraft that was hangered at the Wiscasset Municipal Airport in 2017. At this time, the FAA records show that 39 multi and single engine aircraft are hangered in Wiscasset.

FINANCIALS:

| | Auto Excise | Boat Excise | Agent Fees | Vital Fees |
|---|------------------------|------------------------|-----------------------|-----------------------|
| Monthly Revenues | \$42,914.83 | \$129.50 | \$1,498.00 | \$322.20 |
| Year to date | \$396,639.23 | \$1,674.55 | \$8,915.00 | \$2,829.40 |
| Met yearly revenue projectio n by: | 69.59% | 27.68% | 56.60% | 94.31% |



Town of Wiscasset

CODE ENFORCEMENT REPORT

To: Marian L. Anderson, Town Manager
From: Stan Waltz, Code Enforcement Officer
Re: January Monthly Report
Date: 02/15/2018

I had a number of calls from realtors and law offices concerning vacant properties and septic designs and such.

The following permits were issued in January; I issued two(2) building permits and four (4) plumbing permits.

Total income for the building permits \$590.00 with a value of \$85,000.00

Income for plumbing permits was \$ 202.50

Total income \$ 792.50

I have assembled a new Fee schedule that is more reflective of what the surrounding Towns have for a fee schedule.

Respectfully submitted,

Stan Waltz
Code Enforcement Officer
Wiscasset

| Category | Current Fee | New Fee | |
|--|--------------------|--------------------|-------------------|
| Plumbing & Subsurface | | | |
| Internal | | | Extra Fees |
| Min. Fee up to 4 fixtures | \$ 40.00 | \$ 60.00 | \$ 20.00 |
| Above 4 Fixtures (each) | \$ 10.00 | \$ 15.00 | \$ 5.00 |
| Hook up to Public Sewer | \$ 10.00 | \$ 15.00 | \$ 5.00 |
| Hook up to Existing Septic | \$ 10.00 | \$ 15.00 | \$ 5.00 |
| Piping relocation w/no new Fixtures | \$ 10.00 | \$ 15.00 | \$ 5.00 |
| Permit Transfer | \$ 10.00 | \$ 15.00 | \$ 5.00 |
| | | | |
| Complete Disposal System | | | |
| | | | |
| Engineered System | \$ 200.00 | \$ 250.00 | \$ 50.00 |
| Non-engineered System | \$ 250.00 | \$ 300.00 | \$ 50.00 |
| Primitive System | \$ 100.00 | \$ 150.00 | \$ 50.00 |
| Separate grey waste disposal field | \$ 100.00 | \$ 150.00 | \$ 50.00 |
| Seasonal Conversion | \$ 50.00 | \$ 100.00 | \$ 50.00 |
| 1st Time System Variance | \$ 20.00 | \$ 30.00 | \$ 10.00 |
| | | | |
| Separate Parts of Disposal System | | | |
| Alternative Toilet | \$ 50.00 | \$ 75.00 | \$ 25.00 |
| Disposal field (engineered) | \$ 150.00 | \$ 200.00 | |
| Disposal field (Non-engineered) | \$ 150.00 | \$ 200.00 | \$ 50.00 |
| Treatment Tank (non-engineered) | \$ 150.00 | \$ 175.00 | \$ 25.00 |
| Treatment Tank (engineered) | \$ 80.00 | \$ 150.00 | \$ 70.00 |
| Holding Tank | \$ 150.00 | \$ 175.00 | \$ 25.00 |
| Miscellaneous Components | \$ 30.00 | \$ 50.00 | \$ 20.00 |
| | | | |
| New Fees | \$ 1,570.00 | \$ 2,140.00 | \$ 520.00 |



Town of Wiscasset

FIRE DEPARTMENT REPORT

To: Marian L. Anderson, Town Manager
From: T.J. Merry, Fire Chief
Re: January Monthly Report
Date: 02/16/2018

In the month of January the Wiscasset Fire Dept. responded to 18 calls for service.

- 5 MVA
- 2 Chimney Fires
- 1 Structure Fire
- 5 Service Call
- 2 Fire Alarms
- 3 Assist to WEMS

For training that month all the firefighters participated in our annual super Saturday to get the state mandatories completed!

There are currently 19 members on our active roster, with 8 on our lifetime membership roster.

Respectfully Submitted,
TJ Merry, Fire Chief



Town of Wiscasset

Wiscasset Police Department

To: Marian L. Anderson, Town Manager
From: Jeffrey Lange, Wiscasset Police Chief
RE: January Monthly Report
Date: 02/15/2018

Significant Events and Issues

1. The PD hired a new Administrative Assistant- Nicole Viele. Nicole was the finalist of 5 applicants for the position.
2. The PD has been awarded several grants from the Bureau of Highway Safety- These Grants are for OUI, Speed, Seatbelt and Districted Driving. The total of the grants for overtime enforcement equals \$15,829.12
3. The Wiscasset Police Department responded to 362 calls for service for the month of November. Please see the following sheet for the breakdown of each call for service.

Harbormaster-

4. Nothing to report.

See calls for service on next page



Town of Wiscasset

Police Report

| Calls for Service | Total # per call |
|----------------------------------|------------------|
| 9-1-1 Check | 4 |
| Alarm, Burglar | 14 |
| Assist Citizen | 26 |
| Assist Other Agency | 11 |
| Attempt to Locate | 1 |
| Property Check | 174 |
| Civil Complaint | 2 |
| Criminal Mischief | 1 |
| Community Policing | 2 |
| Disabled MV | 10 |
| Domestic Disturbance | 2 |
| Drug Investigation | 1 |
| Drug Investigation | 1 |
| Erratic Operations | 7 |
| Escort/Transport | 3 |
| Harassment | 3 |
| Juvenile Problem | 1 |
| Littering | 1 |
| Medical Emergency | 13 |
| Mental Subject | 2 |
| Motor Vehicle Accidnet | 20 |
| Motor Vehicle Stop | 9 |
| Parking Problem | 2 |
| Pedestrian Check | 2 |
| Police Informatin | 4 |
| Service | 3 |
| Auto Theft | 1 |
| Sex Offender Registration | 2 |
| Special Detail | 1 |
| Suicide/Suicidal | 2 |
| Suspicious Activity | 5 |
| Traffic Hazard | 4 |
| theft/Forgery/Fraud | 7 |
| Threatening | 1 |
| Traffic Control | 11 |
| Trespassing | 1 |
| Unwanted Subject | 1 |
| Welfare Check | 8 |
| Total calls for the month of Jan | 362 |



Town of Wiscasset

TRANSFER STATION

To: Marian L. Anderson, Town Manager
From: Ron Lear, Transfer Station Superintendent
Re: January Monthly Report
Date: February 7, 2018

Below are the materials processed thru our facility during the Month.

| Type of Material | Tons | Cost/Ton |
|-------------------------------|------------|--------------|
| Municipal Solid Waste (Trash) | 150.03 | -\$67 |
| Demo | 25.97 | -\$63 |
| Single Stream | 20.95 | -\$5 |
| Metal | 8.16 | +\$130 |
| Computers / TV | 0 lbs. | +\$.15/lbs |
| Brush/Lumber | 0 | -\$35 |
| Organics for Compost | 1,950 lbs. | 0 |
| Mixed Copper/Alum/Lead | 0 lbs. | +\$1.61/lbs. |
| Shingles | 25.73 | -\$48 |
| | 0 | -\$0 |
| Cardboard | 0 | +\$96 |

We also recycled 17 bales of cardboard.

Below are the details of our revenue collections for the month.

| Types | Revenues: |
|---|------------|
| User Fees | \$1,761.56 |
| MRC Dividend | \$ 0 |
| Metal (Light iron, batteries, mixed copper) | \$5,580.60 |
| Cardboard | \$ 0 |
| Computers | \$ 0 |

Operations:

The 10th we shipped 4 boxes to Veolia. 11th Lincoln County picked up 30 yds. of leaves. 18th Webbers hauled a load of gray water. 23rd EPI came and cleaned the oil pit. The 30th we moved 3 yds. of inert fill. The 31st Bob's Tire picked up 466 tires and Webbers hauled 1 load of gray water.

Expenses & Revenues:

Expenses are at 58% and the Revenues are at 60%



Town of Wiscasset

TOWN TREASURER REPORT

To: Marian L. Anderson, Town Manager
From: Shari Fredette, Town Treasurer/Human Resources
Re: January Monthly Report
Date: February 8, 2018

Finances: In the month of January the town collected a total of \$195,017.08 in Real estate taxes and \$1,681.95 in personal property taxes.

Credit card: CC Receipts for January were \$10,744.48

The Finance Department as of January 31st has spent 54.75% of its budget; we are 58.4% through our current fiscal year. YTD Finance has **underspent** by 3.65%.

TAN: The balance remaining in the TAN as of 01/31/2018 is \$1,357,987. No transfers were made this month. The next TAN Transfers will be in February and March to cover the cash flow until the next tax due dates.

School Revenue/Expenses: The Town of Wiscasset processed checks to The Wiscasset School department in the month of January for \$502,370.78. The School Revenue was \$295,144.75 and was comprised of The State Subsidy, School Lunch, Lunch Subsidy, fuel, Title IA, Local entitlement FY 2018. NBC Scholarship and NBC Salary supplement and Bank Interest Income. The Total School Expense for January was \$792,559.98, which includes AP, PR, Maine State Retirement and Insurance. *Please see Shari for a more detailed breakdown of the revenue and expense or any other information you want in regard to the School Department's finances.*

As of January 31th the School's checking account had a balance of \$1,095,519.22 the School's payroll account was -0- , and the Wiscasset Elementary School account was \$10,001.37. The Town's checking Account had a balance of \$1,217,119.00.

Training: Ellin Jasmin took two online classes in Vital Statistics for the New Marriage Licenses.

Human Resources: The Town had no work related injuries to report to MMA Risk Management in January. One new employee for the Wiscasset Community Center was hired in January.

Please contact Shari Fredette @ 207-882-8200 Ext. 107 or treasurer@wiscasset.org if you have any questions.

Sewer Bill Abatement Policy (proposed)

Abatements

The costs associated with the operation of the Wiscasset sewer services are paid for by sewer use fees determined by the Board of Selectmen. Sewer charges are determined by the amount of the service consumed, i.e., cubic feet of water used by the property.

The District obtains water usage data for its customers from the Wiscasset Water District.

From time to time, there may be circumstances where customers can quantify water use that was clearly not discharged to the sewer, such as a new pool fill up. Additionally, customers may run into circumstances where there has been an error in the calculation of their bill. These calculation errors can occur due to bad data reported to the Town or prior payments being recorded incorrectly. Billing adjustments and abatements are made in accordance with this Abatement policy adopted by the Board of Selectmen on ?

For billing purposes the Town assumes that sewerage use equals water use. When a customer can demonstrate that a quantity of water billed to the user did not go into the sewerage system, the Town may make a reasonable adjustment in the user's bill.

In general, for an abatement to be considered the customer must file an Abatement Request within 30 days of the usage bill date, the account must otherwise be in good standing with no late payments due, and the abatement must fit into one of the four general categories in the policy.

This policy establishes a formal process by which a customer can obtain a determination regarding a customer's abatement/adjustment request. If the user is not satisfied by a decision by the Wiscasset Wastewater Treatment Plant Supervisor, the customer can appeal to the Board of Selectmen.

Requests

Requests for billing changes (adjustments or abatements) must be submitted within thirty (30) days of the usage bill date. Applications received after 30 days will be evaluated at the discretion of the Town. In general, no retroactive adjustments will be

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made for billing periods ending more than twelve (12) months before the request was submitted.

Those customers requesting an abatement of charges must complete a [Sewer Usage Abatement Request Form](#) signed by the property owner and submit it to the Wastewater Treatment Plant Supervisor. Customers seeking an abatement of charges due to a leak or pool filling must submit repair invoices and proof of payment with their application.

No application for abatement or adjustment will be accepted on any account unless all amounts due on that account, including interest and penalties, for all billing periods prior to the contested period covered by the abatement or adjustment application have been paid in full.

The filing of a [Sewer Use Abatement Request Form](#) does not relieve the applicant of the responsibility to pay their current sewer usage bill in full by the due date specified.

Customers are eligible to apply for abatement adjustments for specific one-time incidents such as pool fill-ups or water leaks once every three years. It is incumbent upon the customer to correct the issues causing the need for the abatement in as timely a manner as possible. This provision may be waived by the Wiscasset Board of Selectmen extraordinary cases.

Abatement Types

The Town categorizes abatements into four different uses: Seasonal Outdoor, Pool Abatements, Leak/Meter Abatements and Miscellaneous One-Time Abatements. Applications for abatements or requests for adjustments for reasons other than those stated in this policy must be made in writing to the Town which will determine the validity of the request and the amount of any abatement or adjustment. A customer's inability to pay a water or sewer bill shall not be grounds for abatement under this policy.

1. **Seasonal Outdoor Water Use Abatements:** For metered seasonal outdoor water use will only be considered when a second water meter is installed and pre-approved by the Town. Please review the Second Meter and Seasonal Outdoor Water Use Abatements section for more details.

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2. **Pool Abatements:** For abatements of water volumes used for one time pool fill-ups. This adjustment does not apply to seasonal refilling or topping off. A calculation will be performed (based on the size of the pool) to determine the amount of water used to fill the pool. The sewer charge for that volume of water will be abated. Customers requesting a pool abatement must provide details on the capacity and size of the pool and must state the billing period in which the filling of the pool occurred.
3. **Leak and Meter Abatements:** For abatements of water volumes caused by leaks that were not discharged to the sewer. This includes leaks on outdoor water pipes or on pipes prior to plumbing fixtures. ***This does not include leaking toilet valves or faucets.*** If the actual volume of the leak cannot be confirmed, the total usage for the period in which the leak occurred will be compared to the averaged usage for the same period from the preceding three years. The abated amount will be equal to the amount of water usage recorded less the calculated average.
4. **Miscellaneous One-Time Abatements:** For one time abatements and billing adjustments not anticipated by the Town. These will be considered on a case-by-case basis and any adjustment granted will be based on the circumstances described by the customer and by review of historical usage data.

Submission of Requests for Adjustments and Abatements

Customers seeking abatements or requesting adjustments must file a [Sewer Use Abatement Form](#) with the Town as soon as possible after identification of a need for abatement. Forms may be downloaded and submitted in paper form. The Form shall be filled out to the best of the Customer's ability and include all requested documentation.

The completed form, and any applicable documents and fees, must be submitted as a complete package for consideration. Incomplete applications will not be considered.

If the customer has not submitted a [Sewer Use Abatement Form](#) or needs assistance in filing the form a representative of the Town may assist and fill out the form for the customer. By so doing, the Town undertakes no responsibility for the correctness or the completeness of the application or request except with regard to information furnished from the records of the Wiscasset Wastewater Treatment Department.

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Submission of a Sewer Use Abatement Form does not guarantee that an abatement will be granted nor does it relieve the customer from paying any outstanding bills on time.

The Town will review all outstanding abatement requests as part of the regular public meeting agenda and customers are encouraged to attend and further explain the basis for their request. If the Town determines that a billing adjustment or abatement as provided in this policy is necessary, the Town will approve the abatement at a meeting of the Town and provide notice to the customer noting that the approved amount has been credited to their account. If the Town determines that an adjustment or abatement is not due on the account the customer will be notified in writing as to the reasons for denial.

The Town will endeavor to respond promptly to abatement applications and requests for adjustment within 30 days after the date that a completed application is submitted. In some circumstances additional information may be needed which may delay response times.

In a small number of cases abatements have been submitted that are speculative, fraudulent, or clearly do not meet the criteria for an abatement. These abatement requests take up valuable staff time to process and review. If a submission is determined to fall into this category or if extensive hand calculations and account research is necessary to quantify a request the Town may charge an administrative calculation fee.

2nd Meter Program

The 2nd meter program enables customers to utilize a second meter, which makes calculation of outdoor water use clear and accurate.

The second meter is installed to measure outdoor water sources. The Town relies on self-reporting for second meter readings submitted for abatement. This meter will not be read automatically as part of the Wiscasset Water District's meter reading program. Once per year, from **October 1st to November 30th**, 2nd Meter readings may be submitted via telephone, [e-mail](#) or in [paper form](#) to the Town office.

The outdoor water use will be abated on your next scheduled bill in accordance with the Town's Sewer Usage Abatement Policy. Your seasonal water use abatement will be based on actual metered outdoor water use.

Please note, only customers with [second meter installations](#) will be considered for a seasonal outdoor water use abatement. Calculations or estimations for outdoor water use abatements will not be considered.

The process for installing and using the second meter is as follows:

1. Customer submits a [Second Meter Permit](#)
2. Customer/Customer's plumber purchases a direct meter for installation on a line feeding outdoor water fixtures. These can be purchased by your plumber at most plumbing supply houses. Meter kits can also be purchased directly from the Town at cost. The kit includes the meter and two pipe fittings. Please contact us if you wish to purchase a meter from our office.
3. Customer/Customer's plumber installs the second meter in accordance with applicable rules and regulations and calls for inspection by Town.
4. Town inspects the meter.
5. Customer records meter reading, photographs meter face, and submit a [Seasonal Abatement Request Form](#) using the paper form to receive an abatement for full amount of meter reading.

Eligibility

This program is offered to all Town sewer customers.

This program is primarily intended for customers with lawn irrigation systems and large gardens. Other customers who expect to have to have high outdoor water use are also free to take advantage of this program however the customer should evaluate individual circumstances based on actual use to calculate cost effectiveness.

Permitting

Prior to being able to use an installed second meter the Customer must complete a [Second Meter Permit application](#). The completed permit constitutes an agreement between the Customer and the District confirming that the use of the meter will be in

compliance with applicable sewer use regulations. This permit is specific to the Customer. New property owners with second meters must apply for a [new permit](#) and inspection before being eligible for abatement benefits from the second meter.

Allowed Meters

The Town requires that Customers install a meter that is made for measuring clean water that is consistent with the residential water meters in use by the water industry and meets current AWWA standards. These meters are readily available at most plumbing supply houses. The meter should be sized to match existing residential meters and will typically be 5/8" meters for most customers. The meter needs to record use in Cubic Feet.

Installation

The second water meter is installed after the primary meter so that all water passes through the primary meter first.

The second meter must be installed in an area that will be easily accessible should the meter need repairs or replacement. If possible, the meter should be installed in a horizontal orientation. A shut-off valve must be installed on the supply side of the meter and must be the same size as the meter itself (5/8" meter, use 5/8" valves for example). It is also recommended that a shut-off valve is installed on the inlet side of the meter.

There are absolutely no inside connections (draw-offs, spigots, etc.) allowed after the second water meter inside the dwelling.

When connected to a lawn irrigation system, the system must have the appropriate backflow prevention device installed on the water supply to the system as approved by the Town.

Second water meters are to be installed so as to meter outside usage only. Any customer that is found using the second water meter for inside use, will permanently lose the second water meter privileges and will be fined.

It is the responsibility of the applicant to install the meter in compliance with any other applicable codes and regulations.

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Only one (1) second water meter will be allowed per property.

Inspection

Once the meter has been installed the customer should call the Wiscasset Wastewater Treatment Plant at 207-882-8222 or contact by email at wwwtp@wiscasset.org to schedule an inspection. The Town will make every effort to inspect in a timely manner but due to high seasonal demand during the spring and summer months, your inspection process may take several weeks to be completed.

The inspector must be able to access the second meter easily and the Customer may be asked to demonstrate that no indoor water supplies are connected to the meter by running several indoor plumbing fixtures.

After the connection is determined to be in compliance the initial meter reading will be verified and recorded and a Town seal will be attached to the meter.

Customers are responsible for any additional permitting or inspections by others that may be required.

Maintenance

Second water meters are the **CUSTOMER'S RESPONSIBILITY**. If the meter breaks or fails to record use, the **CUSTOMER** is responsible to purchase and install a new meter if they wish to utilize the abatement program. The Town reserves the right to re-inspect the meter installation if reported readings appear to be inconsistent.

Second meters must be replaced and inspected every 15 years which is the typical meter lifespan.

Cost

The cost of the meter and installation is entirely the responsibility of the Customer. Plumbing charges will vary depending upon the complexity of the changes required to install the second meter.

There are no annual fees anticipated at this time although the Town reserves the right to institute an annual fee as this program grows and if needs dictate.

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Meter Reading and Abatement Process

The Town relies on self-reporting for second meter readings submitted for abatement. This meter will not be read automatically as part of the Wiscasset Water District's meter reading program. Once per year, from **October 1st to November 30th**, 2nd Meter readings may be submitted to the Wastewater Treat Plant Supervisor via the telephone (207-882-8222), e-mail (wwwtp@wiscasset.org); or by mail (51 Bath Road, Wiscasset to the

Town of Wiscasset

General Sewer Abatement Request

10a

Instructions

PLEASE READ CAREFULLY. Fill in all blanks, attach additional paperwork as necessary. This form is for the application of general abatements only. General abatements are only considered for Pool Fill-ups, Meter errors and Leaks, or Miscellaneous billing issues. For Second Meter/Outdoor Water Use abatements please use the Seasonal Outdoor Water Use Abatement Request Form. Any petition for abatement must be filed in writing to the Town of Wiscasset within 30 days of the date reflected in the "billing date" section from the front of the usage bill. The filing of this form does not guarantee that your abatement will be granted. The filing of this form does not relieve the applicant of the responsibility to pay the sewer usage bill in full by the due date specified. Abatements will be considered by the Town of Wiscasset on a case-by-case basis. Approved abatements will be reflected as an account credit in the next billing period. Return to: Wiscasset Wastewater Treatment Plant – 51 Bath Road-Wiscasset, Maine 04578

Subpart A - Account & Property Information

| | | |
|----------------------------|---------------|-------------------------------|
| Service Street Address | # of Bedrooms | Account # |
| <hr/> | | |
| Last Name or Business Name | First Name | |
| <hr/> | | |
| Contact Phone | Contact email | |
| <hr/> | | |
| Date of contested Bill | \$ | Amount owed on contested bill |

Your account must be in good standing for an abatement request to be considered. Please check the appropriate box to confirm that all past-due amounts have been paid or enclose payment for past due amounts.

- ☐ All past due amounts owed have been paid and this account is in good standing.
- ☐ A payment is enclosed to bring the account into good standing. Amount enclosed: \$ _____

Subpart B - Reason For Abatement Request

Please check one. For second meter/outdoor water use abatements please use the Seasonal Outdoor Water Use abatement form

| | Dates |
|--|--|
| <input type="checkbox"/> 1. Pool Abatement <i>For abatements of one-time pool fill-ups. This adjustment is for permanently installed in-ground or above ground pools only. This does not apply to temporary pools or seasonal refilling or topping off. Please attach a photo of the pool and provide pool dimensions in Subpart C. Attach copies of receipts for new pool, pool liner replacement, or leak service.</i> | Enter date of pool fill up in box B1 B1 |
| <input type="checkbox"/> 2. Leak and Meter Abatement <i>For abatements of water volumes caused by leaks that were not discharged to the sewer. This includes leaks on outdoor water pipes or on pipes prior to plumbing fixtures. This does not include leaking toilet valves or faucets. Attach documentation from water department and describe the reason for the abatement including any calculations in Subpart E</i> | Enter date of leak or meter error in box B2 B2 |
| <input type="checkbox"/> 3. Miscellaneous One-Time Abatement <i>For all other one-time abatements and billing adjustments. These will be considered on a case-by-case basis and any adjustment granted will be based on the circumstances described by the customer and by review of historical usage data. Describe the reason for the abatement including any calculations in Subpart D</i> | Enter date of abatement event in box B3 B3 |

Town of Wiscasset

Outdoor Water Use Abatement Request Form

10a

Instructions

PLEASE READ CAREFULLY. Fill in all blanks, attach additional paperwork as necessary.

This form is for the application of seasonal outdoor water use abatements only. This application can be used for those customers with second meters. All other outdoor water uses cannot be quantified and will not be considered. Please see our website for more details about this program. For all other abatement requests please use the General Abatement Request Form. The filing of this form does not guarantee that your abatement will be granted. The filing of this form does not relieve the applicant of the responsibility to pay the sewer usage bill in full by the due date specified. Abatements will be considered by the Town of Wiscasset on a case-by-case basis. Approved abatements will be reflected as an account credit in the next billing period.

Return to: Town of Wiscasset - 51 Bath Road - Wiscasset, ME, 04578

Subpart A - Account & Property Information

Most requested information can be found on the front of your bill

Service Street Address

Number of Bedrooms
at property served

Service No.

Last Name or Business Name

First Name

Contact Phone

Contact email

Your account must be in good standing for an abatement request to be considered. Please check the appropriate box to confirm that all past-due amounts have been paid or enclose payment for past due amounts.

☐ All past due amounts owed have been paid and this account is in good standing.

☐ A payment is enclosed to bring the account into good standing.

Amount enclosed: \$ _____

Subpart B - Second Meter / Seasonal Outdoor Water Use Abatement Calculation

Meter _____

Date of Reading _____

B1 Current Meter Reading _____

Please take a photo of your water meter read out showing the current reading. Enter the reading amount in Box B1 and attach the photo to this application.

The undersigned certifies under the pains and penalties of perjury that the information as contained herein is true and correct.

Sign Here



Printed name: _____

Date

Do not write below this line

Application approved by:

On date:

Town of Wiscasset

Second Water Meter Permit Form

10a

Instructions

PLEASE READ CAREFULLY. Fill in all blanks, attach additional paperwork as necessary. This form is used for the installation of a second water meter to be used for measuring flow as the basis for the seasonal outdoor water use abatements. Upon agreement to the terms and conditions of this permit the customer may install a second meter as per the rules and regulations of the Town of Wiscasset. Please complete the form and enclose payment and submit to the Town of Wiscasset.

Return to: Town of Wiscasset – 51 Bath Road – Wiscasset, ME, 04578

Subpart A - Account & Property Information

Most requested information can be found on the front of your bill

Service Street Address

Number of Bedrooms
at property served

Service No.

Last Name or Business Name

First Name

Contact Phone

Contact email

Your account must be in good standing for this request to be considered. Please check the appropriate box to confirm that all past-due amounts have been paid or enclose payment for past due amounts.

☐ All past due amounts owed have been paid and this account is in good standing.

☐ A payment is enclosed to bring the account into good standing.

Amount enclosed: \$

Subpart B - Second Meter Terms and Conditions

The undersigned agrees that:

1. Customer will install the second meter in accordance with the Town of Wiscasset's Second Meter Policy and in accordance with all applicable rules and regulations.
2. Customer agrees not make any connections, other than approved by the Town of Wiscasset to the second water meter and will not discharge into the sewer any of the water being metered by the second water meter.
3. Customer shall allow entry by the Town of Wiscasset and/or its authorized agents and/or representatives at any reasonable hour to inspect the second water meter and piping system. Owner agrees that any refusal to entry shall constitute evidence of an illegal connection or use of the second water meter.
4. Customer agrees that upon there being evidence of, and/or an illegal connection and/or illegal use of the second water meter, the Town of Wiscasset may at its option disconnect or cause the disconnection of the second water meter, Charge the owner for whatever sewer charges should have been charged during the period of the violation of the second water meter, and/or issue a fine for a violation of the applicable adopted policy.
5. Customer agrees that this Permit will terminate upon the sale of the referenced property. Any new owner must submit a new Permit with the Town of Wiscasset agreeing to all the requirements of the Second Meter Program, including the re-inspection of the second meter system in the home.
6. Customer agrees to obtain any other required permits or inspections.
7. The Town of Wiscasset reserves the right to discontinue the second meter program or revise the related fees at any time, if it proves to be financially harmful to the Town of Wiscasset

The undersigned accepts full liability and indemnifies the Town of Wiscasset, and all respective agents and holds them harmless for all work performed in relation to this application and certifies under the pains and penalties of perjury that the information as contained herein is true and correct.

Sign Here

Signature: _____

Date: _____

Printed name: _____

Do not write below this line

Application approved by: _____

On date: _____

Jan 11, 2018

VIA EMAIL

Marian Anderson
Town Manager Administration, Town of Wiscasset
51 Bath Road
Wiscasset, Maine 04578
207-882-8200 x108

RE: Destruction of HESPER Artwork and Materials Owned by Nick Dalton

Dear Marian Anderson,

My firm serves as legal counsel to Mr. Nick Dalton. This letter is in regards to your untimely and unwarranted removal and subsequent destruction of my client's artwork and materials related to the HESPER art installation project ("Project"). The total amount of damage caused by this destruction is \$1,280.

In January 2017, my client proposed his Project to the Waterfront Committee and the Board of Selectman ("Board") of the Town of Wiscasset, Maine (the "Town"). Attached to this proposal, my client included an informational packet containing his contact information. As proposed, the Project consisted of a sculpture made of insulated pipe, covered in a white, weatherproof PVC jacket. The sculpture spells out the word "HESPER" and terminates in a public drinking fountain. The value of these materials used in the production of the Project was \$1,280. The proposed timeline for the Project consisted of an installation date in May 2017 and a de-installation date in October 2017. The Board agreed to the terms in the Project proposal and authorized my client to install the Project in May 2017. The Project remained installed without incident from the point of installation until early October 2017. During this time, my client's point of contact with the Board and Town was through Mr. Ben Averil, who served as the Town Planner.

In early October 2017, a Selectman of the Town informed my client as to the Board's curiosity in the de-installation date of the Project. On October 13, 2017 my client emailed Mr. Averil that he would de-install the Project on October 29, 2017—a date within the Project's agreed upon May-October timeline. My client rightfully believed all was in order as notification to the Board regarding the de-installation date of October 29, 2017 was made, and the de-installation would occur within the agreed upon timeline in the proposal.

However, on the 26th or 27th of October, my client's Project was removed and destroyed by the Town at the direction of the Board. Despite providing the Board with his contact information in the informational packet attached to the proposal, my client never received any communications or notices from the Board regarding the decision to remove or destroy the Project. In fact, the destruction of the Project was never conceived in the proposal. It was only after learning of the Projects destruction on or about October 31, 2017 that my client was

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notified that Mr. Averil, had been removed from his position prior to my client sending the above referenced email on October 13, 2017. My client never received any notification from the email server (in the form of a "failure to deliver" response), the Board, or the new Town Planner (or any related office) that the email was not received prior to October 31.

The Board notified my client on October 31, 2017, that they had unilaterally decided to de-install and destroy the Project days before due to lack of contact from my client regarding a de-installation date. Such a claim by the Board is wholly without merit. It was still October and within the timeline range allotted and my client duly notified the Town Planner on October 13, 2017. Furthermore, the Board possessed my client's contact information (email) and failed to notify or contact him regarding their plan to de-install the Project. In sum, the Board unilaterally and unlawfully ordered the untimely and unwarranted de-installation and destruction of my client's Project and materials owned by him. The de-installation and subsequent destruction of my client's property therefore constitutes a violation of my client's rights under Maine law and subjects the Board to pay damages to my client.

In light of the foregoing, my client hereby demands that you **pay the amount of \$1,280 within 30 days of receipt of this letter**. Please mail a check made out to Nick Dalton sent Priority Mail, with a tracking number to trace the parcel and such tracking number emailed to zeke@opticliff.com on the date of mailing. Please mail the check to the following address:

Opticliff Law
123 Free St. Ste 200
Portland, ME 04101

This letter constitutes a confidential settlement communication under applicable law. Nothing in this letter should be interpreted as a waiver of any rights afforded to Nick Dalton to fully resolve this matter under applicable laws. If you do not comply with the terms of this letter, my client is prepared to take further legal action to collect payment, including engaging you in small claims court for the amount demanded or other more aggressive lawful means available.

If you or your attorney would like to discuss this matter further, please do not hesitate to reach out to me. My client looks forward to a speedy resolution to this unfortunate circumstance.

Sincerely,



Ezekial L. Callanan
Zeke@opticliff.com
207-370-4180

Excerpts from Board meeting minutes regarding the Hesper Sculpture

December 6, 2016

Unfinished Business Item 9c.-Request to place sculpture on the grass of Recreation Pier May 1 – October 1, 2017, Nick Dalton: Dalton asked approval to place the sculpture on the Recreation pier. He said the Waterfront Committee had approved the placing of the sculpture, which will be insulated pipe covered in a white, weatherproof PVC jacket spelling out the word “Hesper” and terminating in a public drinking fountain, tying into QT’s water line. He has received grant funding for the project. Susan Blagden said the sculpture would need a certificate of appropriateness from the Historic Preservation Commission. Selectman Rines stated he was in favor of approving the application tonight. **Judy Colby moved to have Mr. Dalton get in touch with Ben Averill regarding the Historic Preservation Commission. Vote 3-1-0 (Rines opposed).**

December 20, 2016

Unfinished Business Item 9c.-Request to place sculpture on the grass of Recreation Pier May 1- October 1, 2017: A memo from Town Planner Ben Averill to the Selectboard clarified that the request by Nick Dalton to place a sculpture at the recreational pier did not require approval of the Historic Preservation Commission. **Jeff Slack moved to approve the installation of the sculpture at the recreational pier. Vote 4-0-0.** Nick Dalton asked for permission to install solar lights to illuminate the artwork. **Jeff Slack moved to allow solar lights. Vote 3-1-0 (Cherry opposed).**

September 19, 2017

Item 7(Public Comment)- Steve Christianson inquired about the removal of the Hesper sign at the waterfront, which he said was supposed to take place by Labor Day. Town Manager Marian Anderson will look into the matter.

October 3, 2017

Unfinished Business Item 9a- Pier Sculpture Removal: Judy Colby said the Hesper sculpture at the pier was to be removed by October 1 but is still in place. Kathy Martin-Savage will take care of the issue.

October 23, 2017

Twenty days after the Board of selectmen’s meeting, Public Works department removed the structure to the transfer station. No communication from Mr. Dalton even after Board member Martin-Savage efforts.

EMS Subsidy Calculations

Option 1- Fixed Capita Cost flate rate

| Town | Population | Rate | Cost |
|----------|------------|------|-------|
| Edgecomb | 1249 | \$6 | 7494 |
| | 1249 | \$7 | 8743 |
| | 1249 | \$8 | 9992 |
| | 1249 | \$9 | 11241 |
| | 1249 | \$10 | 12490 |
| | 1249 | \$11 | 13739 |
| | 1249 | \$12 | 14988 |
| | 1249 | \$13 | 16237 |
| | 1249 | \$14 | 17486 |
| | 1249 | \$15 | 18735 |
| | 1249 | \$25 | 31225 |

Wiscasset Population- 3732

| | | | |
|----------|-----|------|-------|
| Westport | 718 | \$6 | 4308 |
| | 718 | \$7 | 5026 |
| | 718 | \$8 | 5744 |
| | 718 | \$9 | 6462 |
| | 718 | \$10 | 7180 |
| | 718 | \$11 | 7898 |
| | 718 | \$12 | 8616 |
| | 718 | \$13 | 9334 |
| | 718 | \$14 | 10052 |
| | 718 | \$15 | 10770 |
| | 718 | \$25 | 17950 |

Total population 4 communities= 7371

| | | | |
|---------|------|------|-------|
| Dresden | 1672 | \$6 | 10032 |
| | 1672 | \$7 | 11704 |
| | 1672 | \$8 | 13376 |
| | 1672 | \$9 | 15048 |
| | 1672 | \$10 | 16720 |
| | 1672 | \$11 | 18392 |
| | 1672 | \$12 | 20064 |
| | 1672 | \$13 | 21736 |
| | 1672 | \$14 | 23408 |
| | 1672 | \$15 | 25080 |
| | 1672 | \$25 | 41800 |

\$186,500 divided by total population (7371)= \$25.30 should be paying

Option 2- Split differences

Total Budget, Subtract Revenue, Remaining split up 2/3 Wiscasset, and 1/3 split by serving communities

\$561,500 - \$375,000 = \$186,500 divide by 3 Total= \$62,166.67 divide by 3 = \$20,722.22 each Town will owe with Wiscasset 66%
 \$561,500 - \$375,000 = \$186,500 divide by 2 Total= \$93,250 divide by 3 = \$31,083.33 each Town will owe with Wiscasset 50%

Option 3- Transfer Station Calculation

| Town | Census | % Population | Budget |
|-----------|--------|--------------|-----------|
| Wiscasset | 3732 | 51.00% | \$95,115 |
| Edgecomb | 1249 | 17.00% | \$31,705 |
| Westport | 718 | 10.00% | \$18,650 |
| Dresden | 1672 | 22.00% | \$41,030 |
| Total | 7371 | 100% | \$186,500 |

9c

9c

Data- Runs 2017

| TOWNS | RUNS | Billed Out | Received | Write Off's | Uncollected |
|----------------|------|------------|-----------|-------------|-------------|
| Wiscasset | 716 | 450092 | 166255.91 | 223493.9 | 81519.66 |
| Westport | 52 | 38900.08 | 14176.15 | 21177.47 | 3554.38 |
| Edgecomb | 90 | 93156 | 35971.65 | 41874.14 | 15310.21 |
| Dresden 1/2 YR | 31 | 39456 | 13843.16 | 16567.22 | 9055.32 |
| Total | 889 | 621604.08 | 230246.87 | 303112.73 | 109439.57 |



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Asha Echeverria
Attorney, LEED AP, PE
(207) 228-7279 direct

February 15, 2018

Matthew Pollack
Clerk of the Law Court
Maine Supreme Judicial Court
205 Newbury Street
Portland, ME 04101-4125

Re: Wawenock, LLC et al v. State of Maine Department of Transportation et al.
Docket No.: BCD-17-490

Dear Clerk Pollack:

With regard to the above referenced matter currently pending before the Law Court, I am writing to inform you that Party-in-Interest Town of Wiscasset takes no position on the matters before the Court on appeal and therefore does not intend to file a brief in this matter.

Thank you for your attention. Please let me know if you have any questions.

Sincerely,

Asha Echeverria

/zpm

cc via email: Peggy McGehee, Esq.
Nathaniel M. Rosenblatt, Esq.
Robert S. Hark, Esq.
Lauren Weliver, Esq.
Shanna Cook Mueller, Esq.
Meredith C. Eilers, Esq.

9d

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February 14, 2018

Danielle Young, Clerk
Business and Consumer Court
205 Newbury Street, Ground Floor
Portland, Maine 04101

Re: Town of Wiscasset v. State of Maine Department of Transportation
Docket No. BCD-CV-17-59

Dear Danielle:

Enclosed is the signed paper original of Defendant Maine DOT's answer, affirmative defenses, and counterclaims.

In accordance with M.R.Civ.P. 139 and 140, this pleading was today electronically transmitted to the Court and electronically served on counsel for Plaintiff Town of Wiscasset.

Thank you for your assistance.

Sincerely yours,



Nathaniel M. Rosenblatt

NMR/hs

Encs.

cc (by email only):

Peter L. Murray, Esq.
John B. Shumadine, Esq.
Kate J. Grossman, Esq.
James A. Billings, Esq.

STATE OF MAINE
Cumberland, ss.

BUSINESS AND CONSUMER COURT
Location: Portland
Docket No. BCD-CV-17-59

TOWN OF WISCASSET,

Plaintiff

vs.

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION,

Defendant

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**ANSWER, AFFIRMATIVE DEFENSES, AND COUNTERCLAIMS OF
DEFENDANT STATE OF MAINE DEPARTMENT OF TRANSPORTATION**

Defendant State of Maine Department of Transportation ("Maine DOT") responds to Plaintiff Town of Wiscasset's (the "Town's") Verified Complaint for Declaratory Judgment and for Preliminary and Permanent Injunctive Relief dated November 28, 2017 (the "Complaint"), as follows:

ANSWER

Parties

1. Maine DOT admits the allegations contained in Paragraph 1 of the Complaint.
2. Maine DOT admits the allegations contained in Paragraph 2 of the Complaint.

Jurisdiction and Venue

3. Maine DOT admits the allegations contained in Paragraph 3 of the Complaint, except that Maine DOT denies that the Town has no plain, complete, and adequate remedy at law.
4. Maine DOT admits the allegations contained in Paragraph 4 of the Complaint.

Allegations in Common

5. In response to Paragraph 5 of the Complaint, Maine DOT admits that Main Street in Wiscasset within the area of the project that is the subject of this litigation is a designated state highway and is part of U.S. Route 1 and State Highway 26. Maine DOT denies the remaining allegations contained in Paragraph 5 of the Complaint.

6. In response to Paragraph 6 of the Complaint, Maine DOT admits that the project that is the subject of this litigation is located within the so-called “village” area of Wiscasset. Maine DOT lacks sufficient knowledge and information to form a belief as to the truth of the remaining allegations contained in Paragraph 6 of the Complaint and therefore denies these allegations.

7. In response to Paragraph 7 of the Complaint, Maine DOT admits that the building at 36 Water Street, commonly referred to as “Haggett’s Garage,” is located within the so-called “village” area of Wiscasset. Maine DOT lacks sufficient knowledge and information to form a belief as to the truth of the remaining allegations contained in Paragraph 7 of the Complaint and therefore denies these allegations.

8. Maine DOT lacks sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 8 of the Complaint and therefore denies these allegations.

9. In response to Paragraph 9 of the Complaint, Maine DOT admits that there was a public informational meeting in March 2016 at which two options for improving traffic flow and safety in Wiscasset were discussed. Maine DOT denies the remaining allegations contained in Paragraph 9 of the Complaint.

10. Maine DOT denies the allegations contained in Paragraph 10 of the Complaint.

11. Maine DOT admits the allegations contained in Paragraph 11 of the Complaint.

12. Maine DOT denies the allegations contained in Paragraph 12 of the Complaint.

13. In response to Paragraph 13 of the Complaint, Maine DOT admits that one of the articles at the June 2017 Town meeting pertained to the project that is the subject of this litigation. Maine DOT denies the remaining allegations contained in Paragraph 13 of the Complaint.

14. In response to Paragraph 14 of the Complaint, Maine DOT admits that there is no Municipal/State Project Agreement for the project that is the subject of this litigation. The remainder of Paragraph 14 of the Complaint consists of argument to which no response is required; to the extent that a response is required, Maine DOT denies the remaining allegations contained in Paragraph 14 of the Complaint.

15. In response to Paragraph 15 of the complaint, Maine DOT admits that (a) on or about September 8, 2017, the Town was made aware that Maine DOT will not apply for a Certificate of Appropriateness from the Historic Preservation Commission before commencing construction of the project that is the subject of this litigation; (b) prior to the commencement of this litigation, Maine DOT solicited and received bids for the demolition of the building at 36 Water Street, commonly referred to as "Haggett's Garage"; and (c) prior to the commencement of this litigation, counsel for Maine DOT advised counsel for the Town that the occupant of the building was planning to vacate the building by November 30, 2017, and that the building would be demolished shortly thereafter. Maine DOT denies the remaining allegations contained in Paragraph 15 of the Complaint.

16. In response to Paragraph 16 of the Complaint, Maine DOT admits that on November 7, 2017, the members of the Select Board voted, 3-2, in favor of a motion that

included (albeit with minor typographical differences) the language quoted in Paragraph 16 of the Complaint. Maine DOT specifically denies that this was a valid vote of the Select Board.

17. Paragraph 17 of the Complaint consists of argument to which no response is required. To the extent that a response is required, Maine DOT denies the allegations contained in Paragraph 17 of the Complaint.

18. Paragraph 18 of the Complaint consists of argument to which no response is required. To the extent that a response is required, Maine DOT denies the allegations contained in Paragraph 18 of the Complaint.

19. In response to Paragraph 19 of the Complaint, (a) Maine DOT denies that it has not complied with all of its State law obligations; (b) Maine DOT denies that there are any local law obligations with which Maine DOT, under State law, must comply; and (c) Maine DOT denies that there is no harm to Maine DOT or the public in delaying commencement of the construction of the project that is the subject of this litigation. To the extent that there are any remaining allegations contained in Paragraph 19 of the Complaint, Maine DOT denies them.

20. Paragraph 20 of the Complaint consists of argument to which no response is required. To the extent that a response is required, Maine DOT denies the allegations contained in Paragraph 20 of the Complaint.

Count I

21. In response to Paragraph 21 of the Complaint, Maine DOT repeats and re-alleges its responses to Paragraphs 1 through 20 of the Complaint.

22. In response to Paragraph 22 of the Complaint, Maine DOT admits that 23 M.R.S. § 651 includes a sentence that says:

The department shall take into consideration the interests of a municipality as to the location of any state or state aid highway construction or alteration within the boundaries of that municipality.

To the extent that there are any remaining allegations contained in Paragraph 22 of the Complaint, Maine DOT denies them.

23. In response to the first sentence of Paragraph 23 of the Complaint, Maine DOT admits that the project that is the subject of this litigation (a) is located within the boundaries of the Town; (b) includes the widening of sidewalks within a 750-foot long segment of state highway right of way; (c) includes the removal of on-street parking between Middle Street and Water Street and the reconfiguration of other parking; and (d) includes the installation of two traffic signals within a 750-foot long segment of state highway right of way. To the extent that there are any remaining allegations contained in the first sentence of Paragraph 23 of the Complaint, Maine DOT denies them. The second sentence of Paragraph 23 of the Complaint consists of argument to which no response is required. To the extent that a response is required, Maine DOT denies the allegations contained in the second sentence of Paragraph 23 of the Complaint.

24. Maine DOT denies the allegations contained in Paragraph 24 of the Complaint.

Count II

25. In response to Paragraph 25 of the Complaint, Maine DOT repeats and re-alleges its responses to Paragraphs 1 through 24 of the Complaint.

26. In response to Paragraph 26 of the Complaint, Maine DOT admits that its letter to the Town's Select Board dated October 31, 2016, includes a paragraph that says:

If through the development of the design the Municipality elects to add additional work to the Project at its own expense, the Department will incorporate the work into the design plans. Prior to finalizing the contract bid documents, the Department and the

Municipality will execute a Municipal/State Project Agreement to address the cost of any additional work and future maintenance of Project-related improvements. Other than payment for the additional work that the Municipality chooses to include in the Project, all design and construction costs will be paid by the Department.

To the extent that there are any remaining allegations contained in Paragraph 26 of the Complaint, Maine DOT denies them.

27. In response to Paragraph 27 of the Complaint, Maine DOT admits that on November 1, 2017, Maine DOT solicited bids for the demolition of the building at 36 Water Street, commonly referred to as "Haggett's Garage," as part of the project that is the subject of this litigation. Maine DOT denies the remaining allegations contained in Paragraph 27 of the Complaint.

28. In response to Paragraph 28 of the Complaint, Maine DOT admits that there is no Municipal/State Project Agreement for the project that is the subject of this litigation. Maine DOT denies the remaining allegations contained in Paragraph 28 of the Complaint.

29. Maine DOT denies the allegations contained in Paragraph 29 of the Complaint.

30. In response to Paragraph 30 of the Complaint, Maine DOT admits that the Town has not approved payment of any costs associated with the project that is the subject of this litigation. Maine DOT denies the remaining allegations contained in Paragraph 30 of the Complaint.

Count III

31. In response to Paragraph 31 of the Complaint, Maine DOT repeats and re-alleges its responses to Paragraphs 1 through 30 of the Complaint.

32. In response to Paragraph 32 of the Complaint, Maine DOT admits that the second sentence of 30-A M.R.S. § 4352(6) says:

Except as provided in this section, a state agency shall comply with a zoning ordinance consistent with a comprehensive plan that is consistent with the provisions of section 4326 in seeking to develop any building, parking facility or other publicly owned structure.

To the extent that there are any remaining allegations contained in Paragraph 32 of the Complaint, Maine DOT denies them.

33. Maine DOT denies the allegations contained in Paragraph 33 of the Complaint.

34. Maine DOT denies the allegations contained in Paragraph 34 of the Complaint.

35. Because the Wiscasset Historic Preservation Ordinance speaks for itself, Paragraph 35 of the Complaint consists of argument to which no response is required. To the extent that a response is required, Maine DOT denies the allegations contained in Paragraph 35 of the Complaint.

36. Paragraph 36 of the Complaint consists of argument to which no response is required. To the extent that a response is required, Maine DOT denies the allegations contained in Paragraph 36 of the Complaint.

37. Maine DOT denies the allegations contained in Paragraph 37 of the Complaint.

38. In response to Paragraph 38 of the Complaint, Maine DOT admits that, prior to the commencement of this litigation, Maine DOT stated that it would not apply for a Certificate of Appropriateness from the Historic Preservation Commission for the demolition of the building at 36 Water Street, commonly referred to as "Haggett's Garage," or for the construction of the project that is the subject of this litigation. To the extent that there are any remaining allegations contained in Paragraph 38 of the Complaint, Maine DOT denies them.

WHEREFORE, Maine DOT requests that the Complaint be dismissed and that the Court award Maine DOT its costs and grant Maine DOT such further relief as the Court deems just and proper.

AFFIRMATIVE DEFENSES

1. There has been no final agency action.
2. The Town has no right of action under 23 M.R.S. § 651.
3. The Town has no right of action under 30-A M.R.S. § 4352(6).
4. Maine DOT is not required to comply with the second sentence of 30-A M.R.S. § 4352(6) in the implementation of state transportation projects.
5. The Complaint fails to state a claim upon which relief can be granted.
6. The claims stated in the Complaint are not justiciable.
7. Maine DOT is immune from the claims stated in the Complaint.
8. Maine DOT is vested with the statutory authority to perform the project that is the subject of this litigation.
9. Maine DOT may remove on-street parking on Main Street in Wiscasset, at Maine DOT's discretion, in the exercise of Maine DOT's statutory authority over state highways.
10. Maine DOT may remove on-street parking on Main Street in Wiscasset, at Maine DOT's discretion, in the exercise of Maine DOT's police power.

COUNTERCLAIMS

Common Allegations

1. Maine DOT is an agency of the State of Maine.

2. Under Maine law, Maine DOT is vested with broad discretionary authority with respect to state highways, including the authority to designate, construct, maintain, alter, and improve state highways.

3. U.S. Route 1 in Wiscasset is a designated state highway.

4. On June 20, 2016, the Town's Select Board (the "Select Board") voted unanimously to approve the conceptual design known as "Option 2" for traffic and pedestrian improvements to a 750-foot long segment of U.S. Route 1 in Wiscasset.

5. One distinguishing feature of this conceptual design is the removal of most of the on-street, angled parking from this segment of U.S. Route 1.

6. Another distinguishing feature of this conceptual design is the construction of a parking lot on a parcel of land on Water Street in Wiscasset (the "Water Street Parcel").

7. Following the Select Board's approval of this conceptual design, Maine DOT, in reliance on that approval and on other communications and assurances from Town officials and representatives, and consistent with and in furtherance of this conceptual design, (a) expended substantial resources and incurred substantial expenses on the final design of the project that is the subject of this litigation, and (b) acquired the Water Street Parcel in a "friendly" condemnation in which Maine DOT paid fair market value for the Water Street Parcel.

8. The final design of the project is virtually complete.

9. Part of the project – the demolition of the now-vacant building on the Water Street Parcel and limited site preparation of the Water Street Parcel – has already been put out to bid. Maine DOT anticipates that the remainder of the project will be put out to bid in March or April of 2018.

10. Based on legal and equitable principles, and pursuant to Maine law that vests Maine DOT with broad discretionary authority with respect to state highways, the Town may not interfere with the performance of the project.

Counterclaim Count I

11. Maine DOT repeats and re-alleges Paragraphs 1 through 10 as if set forth in full.

12. On June 20, 2017, acting on an item that was not on the meeting agenda, the members of the Select Board voted, 3-2, "to have the Town Manager draft a letter to MDOT withdrawing its support for Option 2."

13. That vote was in violation of the Select Board's rules of order and procedure, as well as Maine law, and was not a valid vote of the Select Board.

14. On October 3, 2017, acting on an item that was not on the meeting agenda, the members of the Select Board voted, 3-2, that "the board does not support removing any downtown parking as it now exists."

15. That vote was in violation of the Select Board's rules of order and procedure, as well as Maine law, and was not a valid vote of the Select Board.

16. On November 7, 2017, acting on an item that was not on the meeting agenda, the members of the Select Board voted, 3-2, to retain counsel to sue Maine DOT.

17. That vote was in violation of the Select Board's rules of order and procedure, as well as Maine law, and was not a valid vote of the Select Board.

WHEREFORE, Maine DOT requests that the Court, pursuant to its authority to do so under the Uniform Declaratory Judgments Act, 14 M.R.S. §§ 5951 - 5963, declare that the votes described above were not valid votes of the Select Board and that the Town has not duly

authorized the filing of the complaint in this case, and grant Maine DOT such other and further relief as is just and proper.

Counterclaim Count II

18. Maine DOT repeats and re-alleges Paragraphs 1 through 17 as if set forth in full.

19. To the extent that this litigation or other actions by the Select Board or its members results in changes to the design of the project that make it different from the conceptual design that the Select Board approved on June 20, 2016, the Town is liable for the cost of making and implementing those changes.

WHEREFORE, Maine DOT requests that the Court, pursuant to its authority to do so under the Uniform Declaratory Judgments Act, 14 M.R.S. §§ 5951 - 5963, declare that the Town is liable for the cost of making and implementing those changes, and grant Maine DOT such other and further relief as is just and proper.

Counterclaim Count III

20. Maine DOT repeats and re-alleges Paragraphs 1 through 19 as if set forth in full.

21. To the extent that this litigation or other actions by the Select Board or its members delays the performance of the project, and that delay increases the cost of performing the project, the Town is liable for that increased cost.

WHEREFORE, Maine DOT requests that the Court, pursuant to its authority to do so under the Uniform Declaratory Judgments Act, 14 M.R.S. §§ 5951 - 5963, declare that the Town is liable for that increased cost, and grant Maine DOT such other and further relief as is just and proper.

Counterclaim Count IV

22. Maine DOT repeats and re-alleges Paragraphs 1 through 21 as if set forth in full.

23. In this action, the Town seeks, among other things, a declaration that Maine DOT must obtain, under the Town's Historic Preservation Ordinance (the "HPO"), a Certificate of Appropriateness (a "COA") from the Town's Historic Preservation Commission (the "HPC") for certain elements of the project that is the subject of this litigation, including the demolition of the building at 36 Water Street, commonly referred to as "Haggett's Garage."

24. The HPO states that a COA for the demolition of a building in an historic district:
shall not be approved until either:

(i.) The building or structure has been identified by the Commission as incompatible or non-contributing with the historic district in which it located; or

(ii.) The building or structure, or important portions and features thereof, has been determined by the Code Enforcement Officer to represent an immediate hazard to the public health or safety, which hazard cannot be abated by reasonable measures.

HPO, § 10.7.1.5 (b).

25. Part (i.) of this standard of approval is unlawfully vague and therefor is void.

26. A void standard of approval cannot be applied to deny a COA application.

WHEREFORE, Maine DOT requests that the Court, pursuant to its authority to do so under the Uniform Declaratory Judgments Act, 14 M.R.S. §§ 5951 - 5963, declare that Maine DOT is not required to apply for a COA for the demolition of the building at 36 Water Street, or, in the alternative, that if Maine DOT is required to apply for a COA for the demolition of the building at 36 Water Street, the HPC must approve the application. Maine DOT further requests that the Court grant Maine DOT such other and further relief as is just and proper.

Counterclaim Count V

27. Maine DOT repeats and re-alleges Paragraphs 1 through 26 as if set forth in full.

28. In this action, the Town seeks, among other things, a declaration that Maine DOT must obtain, under the HPO, a COA from the HPC for certain elements of the project that is the subject of this litigation, including the construction of parking lots.

29. The HPO does not contain any standard of approval for the construction of parking lots. In the alternative, the HPO's standards of approval for the construction of parking lots are unlawfully vague and therefor are void.

30. A void standard of approval cannot be applied to deny a COA application.

WHEREFORE, Maine DOT requests that the Court, pursuant to its authority to do so under the Uniform Declaratory Judgments Act, 14 M.R.S. §§ 5951 - 5963, declare that Maine DOT is not required to apply for a COA for the construction of parking lots, or, in the alternative, that if Maine DOT is required to apply for a COA for the construction of parking lots, the HPC must approve the application. Maine DOT further requests that the Court grant Maine DOT such other and further relief as is just and proper.

Counterclaim Count VI

31. Maine DOT repeats and re-alleges Paragraphs 1 through 30 as if set forth in full.

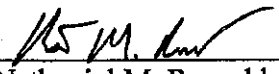
32. Statements made and actions taken by the HPC and by its members demonstrate bias against, and hostility towards, Maine DOT and the project that is the subject of this litigation.

33. Because of this bias and hostility, the HPC cannot serve as a neutral decisionmaker on any COA application submitted by Maine DOT.

WHEREFORE, Maine DOT requests that the Court, pursuant to its authority to do so under the Uniform Declaratory Judgments Act, 14 M.R.S. §§ 5951 - 5963, declare that Maine DOT is not required to apply for a COA for any element of the project that is the subject of this

litigation, or, in the alternative, that if Maine DOT is required to apply for a COA for any element of the project that is the subject of this litigation, the HPC must approve the application. Maine DOT further requests that the Court grant Maine DOT such other and further relief as is just and proper.

Date: February 14, 2018


Nathaniel M. Rosenblatt, Esq.
Bar No. 2251
Email: nmr@frrlegal.com
Kate J. Grossman, Esq.
Bar No. 5089
Email: kjg@frrlegal.com
Farrell, Rosenblatt & Russell
61 Main Street, Suite 1
P.O. Box 738
Bangor, Maine 04402-0738
(207) 990-3314

James A. Billings, Esq.
Bar No. 9353
Email: james.billings@maine.gov
State of Maine Department of Transportation
16 State House Station
Child Street
Augusta, Maine 04333-0016
(207) 624-3020

Counsel for Defendant
State of Maine Department of Transportation

9d

Marian Anderson

From: Mark Robinson <markrobinson@maine.rr.com>
Sent: Thursday, February 15, 2018 11:56 AM
To: Marian Anderson; selectmancolby@wiscasset.org; selectmanslack@wiscasset.org; selectmanmartinsavage@wiscasset.org; townclerk@wiscasset.org; codes@wiscasset.org
Cc: Chris Chase; Colin Woodard; Beth Brogan; Gina Hamilton; info@lcnme.com; Carrigan, Don
Subject: Legal clarification, Wiscasset

Good morning. During Tuesday evening's Select Board meeting in Wiscasset, a Board member said, "I have a real problem taking money from a gentleman who named the town of Wiscasset in a lawsuit."

That implied very strongly to the media and the general public that the Doering family sued Wiscasset, and of course this is extremely misleading. This morning, Mr. Doering's legal counsel asked me to forward this clarification:

"Wawenock (Ralph Doering) and the Town are on the same side. Wawenock never asserted claims against the Town. All of the claims Wawenock made in its lawsuit were against MDOT. In fact, the Town's lawsuit against MDOT asserts the same claims Wawenock did. The reason that the Town had to be joined as a party-in-interest arises out of the Court rules. Wawenock named the Town only as a party-in-interest consistent with procedural rules. Rule 19(a) of the Maine Rules of Civil Procedure provides:

"A person who is subject to service of process shall be joined as a party in the action if (1) in the person's absence complete relief cannot be accorded among those already parties, or (2) the person claims an interest relating to the subject of the action and is so situated that the disposition of the action in the person's absence may (i) as a practical matter impair or impede the person's ability to protect that interest or (ii) leave any of the persons already parties subject to a substantial risk of incurring double, multiple, or otherwise inconsistent obligations by reason of the claimed interest...

"In other words, the Rules required the Town to be joined as a party-in-interest to protect the Town's interests."

In laymen's terms, the Doerings and the Town are on the same side, and have been since the Town filed court proceedings against MDOT in late 2017. Thanks very much.

— Mark Robinson

www.MainePR.com

207-332-3798

MarkRobinson@maine.rr.com



COPY

2018

Dear Valued Supporter of Team Hailey Hugs,

Team Hailey Hugs, a non-profit organization, was established in 2016 with a mission to bring awareness to Childhood Cancer. Hailey Steward, along with her mom Tabaitha, created Team Hailey Hugs for a way to raise money to help families affected by childhood cancer. Many of these families cannot hold regular jobs due to the many hospital stays and visits. The gas, housing, and meals are financial burdens. Sometimes these families need a little help to pay some past due bills, buy food or even help with their child's Christmas or Birthday. With that said, Team Hailey Hugs has helped many families financially, emotionally and will continue to do so with donations and sponsors from the community.

You, the Friends of Team Hailey Hugs, can make Hailey's dream come true. Hailey passed away during September of 2017 leaving a vacant space in all our hearts. She touched so many people and families throughout Maine and extending on to other states. The wish.... Hailey fought for everyone to "Go Gold Maine Do It" for Childhood Cancer Awareness! We, along with Hailey, want to adopt September as Go Gold Maine Do It for Childhood Cancer Month! September 2, 2017 we held our first annual Go Gold Maine Do It Kick Off Event and what a success! We brought in over \$12,000 from vendors, live auction, go gold accessories, 50/50 and donations a plenty. A parade was held along with ALL day entertainment. These memories will always be dear to our heart as Hailey was there to celebrate with us and stayed for the fireworks show.

What better way to honor Hailey's legacy by encouraging our towns, schools, and businesses in Maine to GO GOLD DO IT for the month of September. The Town Municipalities can sign a proclamation declaring September as Childhood Cancer Awareness Month. Everyone can decorate in gold for the month to participate. Let's make Hailey proud of us and carry out her dream. Please send a copy of your signed proclamation to the address listed below.

Donations are always accepted by mailing to:

Team Hailey Hugs, P.O. Box 636, Bethel, ME 04217

For more information please visit us on Facebook and haileyhugs.org.

Tabaitha Steward, Founder & Board Member

Tasha Chapman, Board Member

COPY
Proclamation



The State of Maine is Going Gold in the month of September from this year forth in support of Childhood Cancer Awareness.

Whereas, Cancer is the leading cause of death by disease among U.S. Children and is detected in more than 15,000 of our country's sons and daughters every year; and

Whereas, In the State of Maine cancer affects more than 50 new children and families annually, where more than 400 children are undergoing treatment currently and where we are ranked in the top range of incidence of all cancers at 468.3 per 100,00 people; and

Whereas, September is nationally recognized as Childhood Cancer Awareness Month; and

Whereas, thanks to ongoing advances in research and treatment, the five year survival rate for all childhood cancers has climbed from less than 50 percent to 80 percent over the last several decades; and

Whereas, innovative studies are leading to real breakthroughs reminding us of the importance of supporting scientific discovery and moving closer to finding cures, though much work remains to be done; and

Whereas, 1 in 5 children diagnosed will not survive.

During *National Childhood Cancer Awareness Month* we remember the many children who have been taken from us too soon and we extend our support to all those who continue to battle this illness with incredible strength and courage.

Now, therefore, As _____ of Town/City of _____,
I, _____, proclaim that the Town/City of _____ will help
Maine Go Gold in support of **Team Hailey Hugs** and all of the children and families
affected by Childhood Cancer. In doing so, from this day forward, we will recognize
September as **Maine Childhood Cancer Awareness Month**. This is our way of paying
tribute to the families, friends, professionals and communities who lend their strength to
children fighting pediatric cancer.

Dated this ____ day of _____, 2018

Printed _____

Signed _____





COPY

Hailey Hugs is a non-profit charitable organization that champions fundraising and awareness. We award grants directly to families living with the financial strain of Childhood Cancer. Hailey Hugs provides funding for everyday expenses in times of crisis, writes grants, presents awards, and provides financial relief for families's everyday expenses associated to childhood cancer treatment.

Hailey Hugs focuses on FOUR main areas:

- Supporting families financially while their child faces cancer treatment
- Supporting local hospitals, facilities, and research clinics—by financial assistance of items needed to support families during hospital stays
- Supporting legislative documents in order to raise awareness and funds to support children with cancer.
- Organizing and managing multiple events to fund the organizations efforts.

.....
YES! I would like to support families who are in crisis as a result of the effects of childhood cancer!

Name: _____ Donation Amount: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____

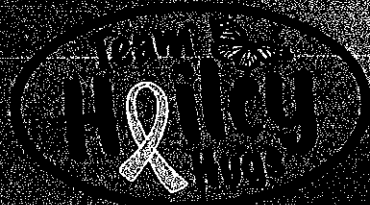
Phone: _____

***Thank You for Your Tax-Deductible Contribution
to Team Hailey Hugs!***

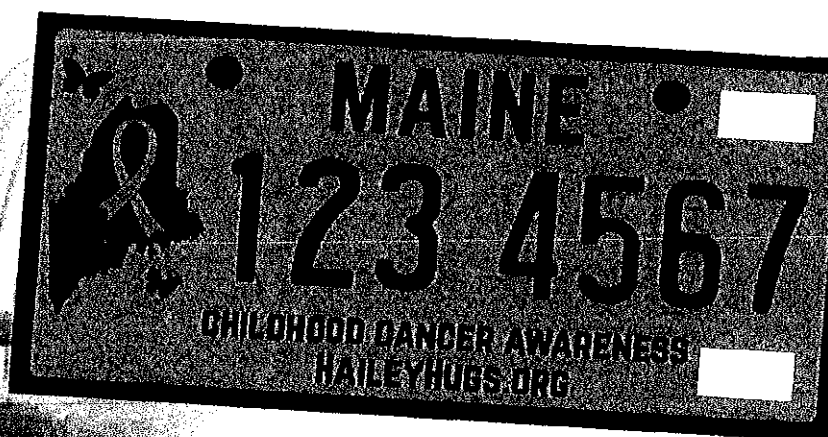
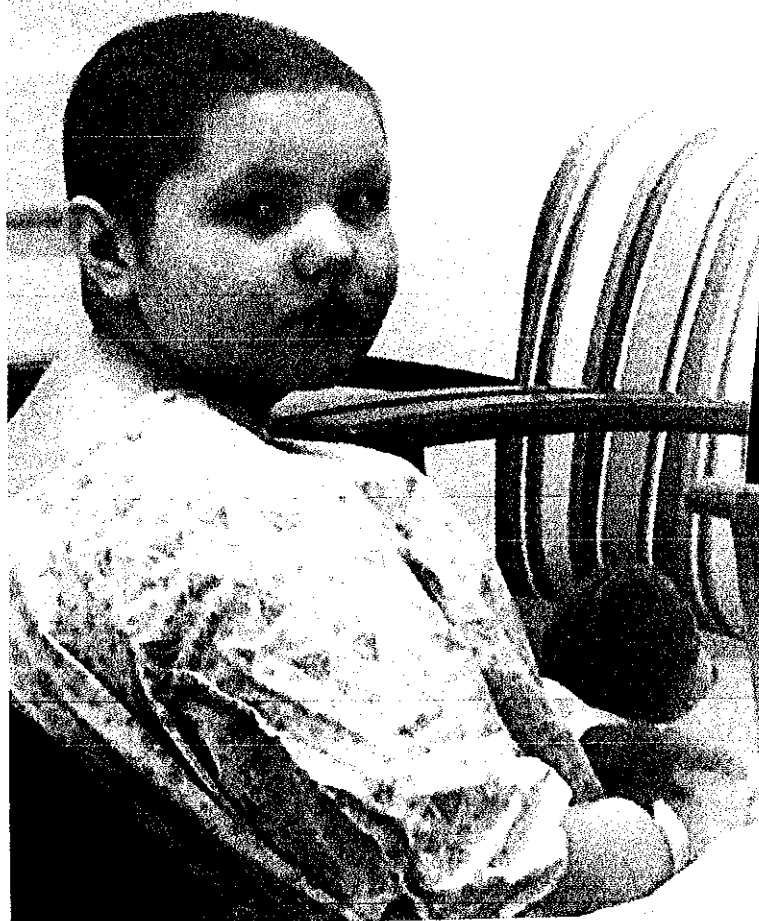
Our mission is to help support families affected by childhood cancer.

For more information on our cause please contact:

Tabaitha Steward • 281-917-5331 • teamhaileyhugs@gmail.com • PO Box 636 Bethel, ME 04217



FOR EVERY Child WHO FACES CANCER



YOU DON'T FIGHT ALONE.

To sign up for a Go Gold Plate, please complete this form and mail with \$35* to
Team Hailey Hugs • PO Box 636 • Bethel, ME 04217

Full Name:

Address:

State:

Current License Plate Number:

Phone Number:

E-mail Address:

City:

Zip:

Quantity:

**\$35 plate reservation fee*

| Dept | Account | 2017-2018 Approved Budget | YTD as of 01/31/18 (58.3% of budget year) | Balance w/ carry forward | % spent of budget |
|--------|---|------------------------------|---|-----------------------------|----------------------|
| 25-01 | ADMINISTRATION | \$ 193,564 | \$ 112,676 | \$ 80,888 | 58.2% |
| 72-01 | AIRPORT | \$ 254,697 | \$ 177,776 | \$ 76,921 | 69.8% |
| 27-09 | ANIMAL CONTROL | \$ 11,487 | \$ 5,809 | \$ 5,678 | 50.6% |
| 25-05 | ASSESSING | \$ 6,097 | \$ 533 | \$ 5,564 | 8.7% |
| 25-32 | BOARDS & COMMITTEES | \$ 1,361 | \$ 572 | \$ 789 | 42.0% |
| 53-14 | CAPITAL IMPROVEMENT (approved \$42,702 carry forward) | \$ 460,463 | \$ 281,598 | \$ 221,567 | 61.2% |
| 25-31 | CELEBRATIONS | \$ 12,000 | \$ 9,240 | \$ 2,760 | 77.0% |
| 31-11 | CEMETERIES | \$ 58,663 | \$ 17,554 | \$ 41,109 | 29.9% |
| 25-33 | CODE ENFORCEMENT | \$ 50,485 | \$ 25,768 | \$ 24,717 | 51.0% |
| 45-15 | COMMUNITY ORG./WP LIBRARY | \$ 67,800 | \$ 36,550 | \$ 31,250 | 53.9% |
| 25-11 | CONTINGENCY | \$ 20,000 | \$ 16,022 | \$ 3,978 | 80.1% |
| 25-30 | CONTRACTUAL SERVICES | \$ 116,000 | \$ 85,757 | \$ 30,243 | 73.9% |
| 14-99 | COUNTY TAX | \$ 594,745 | \$ 594,745 | \$ - | 100.0% |
| 25-08 | ELECTIONS | \$ 21,226 | \$ 3,982 | \$ 17,244 | 18.8% |
| 78-01 | EMS | \$ 544,250 | \$ 335,541 | \$ 208,709 | 61.7% |
| 25-06 | FINANCE | \$ 226,198 | \$ 123,836 | \$ 102,362 | 54.7% |
| 27-02 | FIRE | \$ 137,616 | \$ 84,488 | \$ 53,128 | 61.4% |
| 25-34 | GENERAL ASSISTANCE | \$ 25,076 | \$ 7,864 | \$ 17,212 | 31.4% |
| 25-12 | MUNICIPAL BUILDING | \$ 68,152 | \$ 31,561 | \$ 36,591 | 46.3% |
| 25-35 | MUNICIPAL INS./UNEMPLOY | \$ 42,381 | \$ 30,624 | \$ 11,757 | 72.3% |
| 25-02 | OFFICE OF SELECTBOARD | \$ 27,247 | \$ 10,378 | \$ 16,869 | 38.1% |
| 79-01 | PARKS & RECREATION | \$ 648,222 | \$ 361,748 | \$ 286,474 | 55.8% |
| 80-01 | PARKS & RECREATION (Special Revolving) | \$ 175,307 | \$ 86,816 | \$ 88,491 | 49.5% |
| 25-17 | PLANNING | \$ 67,969 | \$ 4,541 | \$ 63,428 | 6.7% |
| 27-01 | POLICE | \$ 446,992 | \$ 259,981 | \$ 187,011 | 58.2% |
| 25-37 | PUBLIC UTILITIES | \$ 220,800 | \$ 118,167 | \$ 102,633 | 53.5% |
| 31-03 | PUBLIC WORKS | \$ 665,997 | \$ 412,329 | \$ 253,668 | 61.9% |
| 240-35 | RETIREE HEALTH INSURANCE | \$ 34,559 | \$ 20,724 | \$ 13,835 | 60.0% |
| 77-01 | SENIOR CENTER | \$ 11,482 | \$ 5,849 | \$ 5,633 | 50.9% |
| 45-04 | SHELLFISH (approved \$740 carry forward) | \$ 8,605 | \$ 3,460 | \$ 5,885 | 40.2% |
| 25-36 | TAN INTEREST/School withdrawal BAN interest | \$ 61,459 | \$ 21,998 | \$ 39,461 | 35.8% |
| 25-07 | TOWN CLERK | \$ 83,902 | \$ 44,015 | \$ 39,887 | 52.5% |
| 76-01 | TRANSFER STATION | \$ 555,873 | \$ 322,466 | \$ 233,407 | 58.0% |
| 74-01 | WASTEWATER (carry forward \$123,043.00) | \$ 451,831 | \$ 256,681 | \$ 318,193 | 56.8% |
| 73-01 | WATERFRONT (approved \$1,191 carry forward) | \$ 39,555 | \$ 19,702 | \$ 21,044 | 49.8% |
| | Totals | \$ 6,412,061 | \$ 3,931,351 | \$ 2,648,386 | 61.3% |

HM Payson Monthly Statement of Wiscasset Accounts

16c

| <i>Account Name</i> | Market Value as of 11/30/2017 | Market Value as of 12/31/2017 | Market Value as of 01/31/2018 |
|---|-------------------------------------|-------------------------------------|-------------------------------------|
| Montsweag Dam Reserve Fund | \$ 142,707.50 | \$ 143,157.19 | \$ 148,061.59 |
| Cemetery Trust Fund | \$ 1,853,577.63 | \$ 1,859,418.41 | \$ 1,923,120.02 |
| General John French Scholarship | \$ 54,676.01 | \$ 54,848.30 | \$ 56,727.35 |
| Jackson Cemetery Fund | \$ 26,502.22 | \$ 26,585.73 | \$ 27,496.53 |
| Larabee Band Fund | \$ 641,399.55 | \$ 643,420.65 | \$ 665,463.53 |
| Haggett Scholarship Fund | \$ 12,145.83 | \$ 12,184.10 | \$ 12,601.51 |
| Mary Bailey Fund | \$ 390,645.62 | \$ 391,876.57 | \$ 405,301.83 |
| Seth Wingren Fund | \$ 24,547.05 | \$ 24,624.40 | \$ 25,468.00 |
| Wiscasset Community Center Endowment Fund | \$ 2,781.05 | \$ 2,789.81 | \$ 2,885.39 |
| Cooper-DiPerri Scholarship Fund | \$ 39,959.23 | \$ 40,285.14 | \$ 41,665.28 |
| Recreation Scholarship | \$ 718.64 | \$ 720.91 | \$ 746.60 |
| Town of Wiscasset Edowment Fund Total | \$ 3,189,660.33 | \$ 3,199,911.21 | \$ 3,309,537.63 |
| Town of Wiscasset Capital Reserve | \$ 2,116,763.18 | \$ 2,124,235.02 | \$ 2,199,937.17 |
| Town of Wiscasset Construction Reserve | \$ 2,098,876.42 | \$ 2,106,285.13 | \$ 2,181,347.59 |
| Town of Wiscasset Equipment Reserve | \$ 3,774,839.20 | \$ 3,788,163.79 | \$ 3,923,163.99 |
| Town of Wiscasset Furnace Replacement Reserve | \$ 319,400.32 | \$ 320,527.75 | \$ 319,950.52 |
| Town of Wiscasset Major Repairs Reserve | \$ 430,257.78 | \$ 431,776.53 | \$ 447,163.91 |
| Town of Wiscasset Recreation Building Reserve | \$ 1,632,603.84 | \$ 1,638,366.68 | \$ 1,696,753.76 |
| Town of Wiscasset Retirement Health Insurance Reserve | \$ 338,998.27 | \$ 340,194.88 | \$ 352,318.53 |
| Town of Wiscasset Roof Repair Reserve | \$ 293,301.35 | \$ 294,336.66 | \$ 304,826.05 |
| Town of Wiscasset Sale of Cemetery Lots Reserve | \$ 80,119.29 | \$ 80,402.10 | \$ 83,267.42 |
| Town of Wiscasset Highway Department Capital Reserve | \$ 2,064.70 | \$ 2,071.99 | \$ 2,145.83 |
| Town of Wiscasset Fire Department Vehicle Capital Reserve | \$ 2,752.95 | \$ 2,762.67 | \$ 2,861.12 |
| Town of Wiscasset Reserve Funds Total | \$ 11,089,977.30 | \$ 11,129,123.20 | \$ 11,513,735.89 |

10d

Kathleen Onorato

From: David Lenz <lenzdb@yahoo.com>
Sent: Friday, February 9, 2018 10:57 AM
To: admin@wiscasset.org
Subject: Easter Sunrise Service

To Whom It May Concern:

On behalf of the First Congregation Church, I am asking for permission for the church to use the town dock April 1, 2018 for our Easter Sunrise service from approximately 6:00-7:30 AM.

Thank you for your attention to this matter.

Becky Lenz
Chairman Board of Diaconate
[Sent from Yahoo Mail on Android](#)



Martin and Ware Inc.
d/b/a Central Maine Pyrotechnics
d/b/a Pyro City Maine
PO Box 322
Hallowell, Maine 04347
(207) 623-9285 (Office)
(207) 621-8683 (Fax)

10e

COPY

Hello Ms. Marian,

Enclosed you will find a Fire Marshal's Application for your 2018 fireworks display, a new one-year contract and a stamped envelope to return the signed documents. If you could sign the paperwork and return it to us, I would greatly appreciate that. I have indicated where your signature is required using "Sign here" tabs. If you cannot sign as the property owner and/or attaining the property owner's signature proves difficult, return the document without the property owner's signature and I will take care of it.

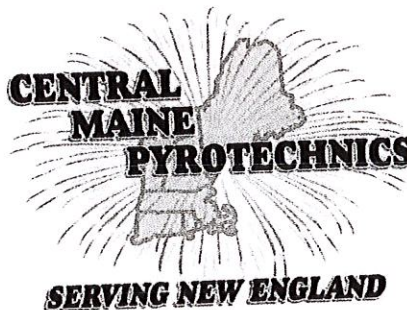
If you have any questions, please feel free to call or e-mail me at the office or on my cell. I thank you for helping us more efficiently serve you by securing the mandated paperwork in a timely manner. We look forward to providing you with an excellent fireworks display next year as well as many years to come.

Respectfully,

Anthony Marson
Vice President, Operations
Central Maine Pyrotechnics
PO Box 322
Hallowell, Maine 04347
(207) 623-9285 Office
(207) 621-8683 Fax
(207) 841-8100 Mobile
anthonymarson@cmpyro.com



info@cmpyro.com
info@pyrocitymaine.com
facebook.com/centralmainepyrotechnics
www.centralmainepyrotechnics.com



PO Box 322
Hallowell, Maine 04347

(207) 623-9285
1(800) 621-9285
Fax (207) 621-8683

Wiscasset, Fourth of July

Fireworks Display Agreement between Central Maine Pyrotechnics and

Town of Wiscasset

Municipality, Organization, Committee or Sponsor

(hereinafter called SECOND PARTY)

The FIRST PARTY agrees to furnish to the SECOND PARTY fireworks displays of good quality and fired by experienced licensed operators in accordance with the program submitted to the SECOND PARTY, which program the SECOND PARTY has accepted and approved.

The SECOND PARTY agrees to procure and furnish a suitable place to display said fireworks and agrees to furnish proper crowd control, as required.

It is understood and agreed by the parties that in the event the fireworks have been taken out and set up before the rain and with good weather prevailing, then such exhibitions of fireworks must be carried out in the best possible manner without any deductions whatever from the hereinafter named compensation.

In the event that the fireworks are canceled by the SECOND PARTY, before the FIRST PARTY has prepared the grounds for exhibition, the SECOND PARTY will compensate the FIRST PARTY no more than \$500.00.

The FIRST PARTY shall carry adequate comprehensive personal injury and property damage liability insurance.

The FIRST PARTY shall in no event be considered an agent for or a partner with the SECOND PARTY but shall at all times be considered to be an independent contractor.

The display(s) shall be held at in lower ball field of Wiscasset Middle School

being the place designated by the SECOND PARTY on 7/4/2018

and in the event of inclement weather which prevents the execution of the display, then the display(s) shall be executed on the next clear night unless otherwise agreed by both parties.

The SECOND PARTY agrees to pay the FIRST PARTY the sum of \$ \$8,000.00
for the fireworks display(s) as set forth above.

All payments shall be made by DRAFT or Certified Check payable to the FIRST PARTY.

Neither Party shall be liable for any breach of this agreement occasioned by any acts of God, strikes, or other causes beyond the control of either party.

This agreement shall insure to the benefit of and be binding upon the Parties hereto and their successors and assigns.

Witness our hands and seals: By Steven H Marson **FIRST PARTY**
Authorized Representative Title Date
Steven H Marson President and CEO January 22, 2018

Rain Date: 7/5/2018 By Marian Anderson **SECOND PARTY**
Authorized Representative Title Date
51 Bath Street Address (207) 882-8200 Telephone No.



Department of Public Safety
STATE FIRE MARSHAL'S OFFICE

52 State House Station
Augusta, ME 04333-0052
Tel. (207) 626- 3880 Fax: (207) 287-6251



APPLICATION FOR OUTDOOR FIREWORKS DISPLAY

APPLICANT MUST FILL OUT ALL REQUIRED INFORMATION BELOW

NAME OF SHOW: Wiscasset, Fourth of July
NAME OF SPONSOR: Town of Wiscasset TELEPHONE: (207) 882-8200
SPONSOR MAILING ADDRESS: 51 Bath Street TOWN: Wiscasset STATE: Maine ZIP: 04578
PRINTED NAME OF RESPONSIBLE PERSON: Marian Anderson TELEPHONE: 207-882-8200 x108
SIGNATURE OF PERSON RESPONSIBLE: _____ DATE: _____

LICENSED TECHNICIAN INFORMATION

NAME OF LICENSED TECHNICIAN FOR DISPLAY: Earl Hay LICENSE #: 2812
DRIVER'S LICENSE: 3936023 STATE: Maine TELEPHONE: (207) 751-7575 ENDORSEMENTS: Outdoor

DISPLAY SITE INFORMATION

TOWN: Wiscasset COUNTY: Lincoln
PHYSICAL ADDRESS OF DISPLAY: 83 Federal Street, Wiscasset, Maine 04578
GPS COORDINATES (IF ADDRESS IS UNAVAILABLE): 44.007553, -69.660774
SPECIFIC LOCATION OF DISPLAY: in lower ball field of Wiscasset Middle School
CONTACT PERSON WHO KNOWS WHERE DISPLAY SITE WILL BE: Steve Marson TELEPHONE: 207-242-9013
NAME OF PROPERTY OWNER: _____, Town of Wiscasset TELEPHONE: 207-882-8200
SIGNATURE OF PROPERTY OWNER: _____ DATE: _____

THE APPLICATION SHALL BE ACCOMPANIED BY A CERTIFICATE OF INSURANCE, DISPLAY FEE OF \$141.00, AND AN ACCURATE AND DETAILED SITE DIAGRAM.
DIAGRAM SHALL CONTAIN THE FOLLOWING:

1. Discharge site
2. Spectator viewing area
3. Fallout area
4. All buildings in area
5. Accurate distances to all areas involved
6. If shooting from Barge – Mainland product transfer location. Date and time of product transfer: 7/4/2018

DISPLAY INFORMATION

DATE OF DISPLAY: 7/4/2018 TIME OF DISPLAY: 9:00 pm RAIN DATE: 7/5/2018
LARGEST SHELL SIZE TO BE FIRED: 4" (ENTER SPECIFIC RAIN DATE)
NUMBER OF AERIAL SHELLS: 1500 THIS SHOW IS: Public
NUMBER OF GROUND PIECES: 0 COMPANY FURNISHING DISPLAY: Central Maine Pyrotechnics
NUMBER OF CAKES & MAX. DIAMETER: 10 4" USER #: USR 633

I certify, under penalty of law, that the information given in this application is correct and complete to the best of my knowledge.

SIGNATURE OF APPLICANT: Allen H. Marson DATE: January 22, 2018

↓ DEPARTMENT OF PUBLIC SAFETY USE ONLY ↓

| | | | | |
|--------------------|--------------------|--------------|-----------|-------------------|
| \$141.00 FEE REC'D | SENT TO INSPECTOR: | APPROVED BY: | PERMIT #: | OK TO ISSUE |
| DATE: | DATE: | DATE: | DATE: | FAILED INSPECTION |

NOTES OR CONDITIONS: