

WISCASSET SELECT BOARD,  
TAX ASSESSORS AND OVERSEERS OF THE POOR  
OCTOBER 16, 2018

Preliminary Minutes

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

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

1. Pledge of Allegiance

2. Approval of Treasurer's Warrants

a. Kathy Martin-Savage moved to approve the payroll warrants of October 5 and 12, 2018. Vote 5-0-0.

b. Kathy Martin-Savage moved to approve the accounts payable warrants of October 9 and 16, 2018. Vote 5-0-0.

3. Approval of Minutes

Judy Colby moved to approve the minutes of October 2, 2018. Vote 5-0-0.

4. Special Presentations or Awards – none

5. Committee appointments – none

6. Public Hearings

a. Automobile Graveyard and/or Junkyard permit renewals: **Ben Rines, Jr. moved to go into a public hearing. Vote 4-0-1 (Blagden abstained).** A letter submitted by Code Enforcement Officer Bruce Mullins recommending approval of the renewal applications for 2018-2019 was read into the record. **Kathy Martin-Savage moved to close the public hearing. Vote 4-0-1 (Blagden abstained).** **Judy Colby moved to approve the Automobile Graveyard and/or Junkyard Permit renewals for Jim's Auto Trim, Blagden's Garage, Grover Auto & Tire, Norm's Used Cars, Inc. and Pro Body Works. Vote 4-0-1 (Blagden abstained).**

Note: Later in the meeting, the owners of the Wiscasset Diner, who had been advised that the public hearing would be held at 7 p.m., had arrived at 7 p.m. after the public hearing had ended. They said there is no fence between their property and Norm's Used Cars and prospective buyers could not obtain financing for that reason. Marian Anderson said she would ask Norm's Used Cars to voluntarily comply or renewal of the license would be brought back to the board.

b. To discuss and hear comment on the following special Town Meeting warrant article to be voted by secret ballot on November 6, 2018: "Shall the Town vote to discontinue the Wiscasset Emergency Medical Services (EMS) Department and utilize Central Lincoln County Ambulance Service." **Ben Rines, Jr., moved to go into a public hearing. Vote 5-0-0.** Judy Colby said Warren Waltz, CLC Ambulance

Service Director, had resigned and a letter had been received from Mark Doe, Interim Service Chief for CLC, asking that contract negotiations with CLC be postponed with the anticipation that talks would begin in the first quarter of 2019 when a new director is in place. Although invited, no representative from CLC was present. Kim Andersson presented a video created to inform voters on the relative costs, service, and accountability of the Wiscasset Ambulance Service and CLC. The video will be on the town's website and Facebook. The costs are based on the 2018-2019 Wiscasset budget and on the CLC figures on the June 2018 proposal. Cost to Wiscasset taxpayers for Wiscasset EMS is \$178,227; for CLC the cost would be \$171,399. Under the proposed contract, CLC would provide service to Westport and Edgecomb, not Dresden. In light of CLC's letter, the board was asked to postpone the vote until 2019; however, because absentee ballots had already been sent out, the warrant article will remain on the November ballot. It was unclear what would happen to the equipment sold to CLC for \$1 if the contract were terminated after two years. Loss of local control and questions about the contract with CLC were points brought up by those in attendance. Ben Rines, Jr., said he was not ready to go forward and would vote no on the warrant article but would favor continuing negotiations. Wendy Williams (EMS) said there were alternatives to the CLC contract such as the EMS exploring a 501c3 entity, contracting with Boothbay Ambulance Service or regionalization. **Kathy Martin-Savage moved to close the public hearing. Vote 5-0-0.**

7. Public Comment – none

8. Department Head or Committee Chair

a. Police Chief Lawrence Hesseltine – Update on Body Cameras: Chief Hesseltine said that although the Town had set aside \$5,000 for body cameras, no consideration had been given to storage and maintenance of the video files. He had researched options for body cameras and recommended that the Town contract with Axon which would supply the cameras and store and maintain the video files off site where they would be available to district attorneys in court cases. He recommended the five-year contract which would provide cameras and storage for \$5,572 the first year and \$3,519 the second through fifth year for a total commitment of \$19,648. Axon warranties and will replace body cameras without question and will replace body cameras and docks every 2½ years. New body cameras will be provided upon renewal of the contract. In response to Marian Anderson's question, Hesseltine said the department should be fully staffed by the end of the month. There was a question of privacy at the schools if cameras were used and the chief will speak to the school superintendent regarding videos in the schools. Marian Anderson expressed her appreciation for the informational presentation. The Axon contract will be paid for by the \$5,000 already appropriated and \$572 will be taken from the Police Department equipment budget.

b. Department Head Monthly Reports – See submitted reports. The Airport Rules and Regulations will be presented to the board in December. Any comments by the board should be forwarded to the Town Manager. Kim Andersson commented on the Transfer Station report which pointed out the need for people to recycle. She also commented on the increased revenue experienced by the Parks and Recreation Department.

c. Chamber of Commerce/Waterfront Committee – Request to keep waterfront public restrooms open: The restrooms were closed on October 9. The Rec Department's budget for staffing and maintenance precludes leaving the restrooms open. The staff cleans and paints the restrooms in the fall as the spring opening date is unpredictable. There is also no way to winterize the restrooms and the Water

Department drains them in the fall. There was a consensus that there was no problem with closing the restrooms.

d. Town Clerk Linda Perry – Registrar's hours: The Town Clerk had requested that the office be open normal hours before election day: **Ben Rines, Jr., moved to change the required hours of operation before Election Day for the registrar to be consistent with the normal hours of operation and not require the additional hours of 5 to 9 p.m. Vote 5-0-0.**

#### 9. Unfinished Business

a. Set date for Special Town Meeting to fund FY '18 overdrafts - \$97,574.67 contracted services/legal (MDOT litigation) \$6,437.00 Benefits/Unemployment (billed from unemployment), and \$20,480.04 Public Utilities (increase in water rates mid fiscal year). **Judy Colby moved to schedule a special town meeting to ratify the expenditures on Monday, October 29 at 6 p.m. Vote 5-0-0.**

#### 10. New Business

a. John Carroll – Central Maine Power: Mr. Carroll was not present. Marian Anderson will contact him to reschedule.

b. Sand/Salt Building Reimbursement: A letter had been received from the DOT Community Services Division advising that the State share for the town's sand/salt building built in 1988 will arrive sometime this fall. The town will receive \$49,651.92. The delay was caused by the necessity to reimburse all priority 1 through 4 towns before reimbursing priority 5 towns which includes Wiscasset.

c. Proposed 2019 State Valuation: The proposed 2019 State Valuation for Wiscasset is \$462,450.00.

d. Monthly Financials: In response to Ben Rines' question, Treasurer Vernice Boyce said the WCC roof was a carry-forward, the Fire Dept. roof was complete, and the Main Street Pier electric was ongoing. She will check on the police cruiser.

e. Notice of Price Adjustments – Charter Communications (locally known as Spectrum): Customers will be notified of November 1, 2018 price adjustments on or after October 1, 2018. Ben Rines, Jr. suggested that Spectrum be invited to meet with the select board as their service leaves something to be desired.

f. Required Freedom of Access Training for Elected Official (1 MRSA §412): Board members can attend or read and sign the certification.

#### 11. Town Manager's Report

Marian Anderson reported that William Rines will be retiring as Wastewater Supervisor on December 31, 2018. **Ben Rines, Jr., moved to accept the resignation with regret. Vote 5-0-0.**

#### 12. Other Board Business

a. Assessors Abatements

- Joseph W. and Katie M. Ruzycij (Map U12 Lot 5A) - \$391
- Brendan Mcmorrow/PUP, LLC (Map R04, Lot 002-030) - \$396.87

- Brendan Mcmorrow/PUP LLC (Map R04 Lot 010-A18) - \$459.43
- Brendan Mcmorrow/PUP LLC (Map R04 Lot 002-00 - \$209.19
- Frank Allen, Jr. (Map R02 Lot 10-C-ON - \$508.30
- Element Financial Corp. (Personal Property Account #72 - \$64.52
- Joan B. Reed (Map R05 Lot 113) - \$2,525.86

**Ben Rines, Jr., moved to approve the abatements for Joseph and Katie Ruzyckij for \$391; Brendan Mcmorrow for \$396.87, \$459.43 and \$209.29; Frank Allen, Jr. for \$508.30; Element Financial Corporation for \$64.52 and Joan B. Reed for \$2,525.86 as recommended by Assessors Agent Ellery Bane. Vote 5-0-0.**

b. Assessors Supplementals

- Chris Mcmorrow (Map R04 Lot 010-A18 - \$459.43

**Bob Blagden moved to approve the supplemental tax assessment for Chris Mcmorrow for \$459.43 as recommended by Assessors Agent Ellery Bane. Vote 5-0-0**

c. Ben Rines, Jr., asked that the "Go Right" sign on Middle Street be replaced if possible.

### 13. Adjournment

**Judy Colby moved to adjourn the meeting at 8:05 p.m. Vote 5-0-0.**

Residential Sales & Service  
 Garage Doors  
 Door Openers  
 Awnings  
 Garage Screen Doors  
 Patio Sliding Screens  
 Steel Carriage House Doors  
 Wood Carriage House Doors  
 Gate Operators  
 Replacement Sections  
 Planned Maintenance

# OVERHEAD DOOR COMPANY

Division of Maine Building Specialties Co., Inc.

Portland Office  
 533 Riverside Industrial Parkway  
 Portland, ME 04103  
 207-797-6734  
 Fax 207-797-0642



Augusta Office  
 36 Anthony Ave., Suite #104  
 Augusta, ME 04330  
 207-622-1199  
 Fax 207-622-0214

Commercial Sales & Service  
 Overhead Doors & Electric Operators  
 Roll-up Metal Doors  
 Sliding Doors  
 High Speed Doors  
 Specialty Doors & Gate Operators  
 Hollow Metal Doors  
 Planned Maintenance  
 Electric Operators  
 Automatic Controls  
 Load Dock Equip.  
 Dock Levelers  
 Fire Doors  
 Operable Wall Systems

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## SALES & SERVICE ESTIMATE

BILL TO <u>Wiscasset Fire Dept</u>	DATE <u>10/16/18</u>
ADDRESS _____	Tel. No. _____
JOB NAME <u>Wiscasset Fire Dept</u>	SO NUMBER <u>6543</u>
ADDRESS <u>51 Bath Rd Wiscasset ME</u>	BUILDING # _____ DOOR # <u>1</u>

THIS QUOTATION IS FOR ACCEPTANCE WITHIN 30 DAYS THEREAFTER ALL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

### ADDITIONAL WORK RECOMMENDATION

*The Overhead Door Co.*  
 purposes to replace all 4 1960 Vintage  
 operators with current UL 325 Safety  
 Compliant w/d RSX operators - with  
 monitored photo eyes and 1-4 button  
 Remote per door  
 - materials -  
 1. All 4 Bays empty  
 2. 4- RSX 1/2" 1 phase w/ Brake + 4- 4 Channel Remotes  
 3. MAN lift  
 4. photo eye wiring (low vac) Not in Condition, Any additional  
 wiring by others  
 5. two days two men  
 6. See pics sent to B.G.

TO INITIATE ORDER: PLEASE SIGN AND RETURN THIS COPY. PLEASE INCLUDE DEPOSIT IF REQUIRED.	CUSTOMER CONTACT EMAIL ADDRESS: _____
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TERMS _____	TOTAL AMOUNT <u>6,148.00</u>
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WE ACCEPT THIS QUOTATION AND CONDITIONS NOT SUBJECT TO CANCELLATION	OVERHEAD DOOR COMPANY Div. MAINE BUILDING SPECIALTIES CO., INC.
APPROVED CUSTOMER SIGNATURE _____	By <u>Cameron</u>
BY: _____ DATED: _____	

Overhead Door Co of Augusta  
36 Anthony Drive Suite #104  
Augusta, ME 04330 207-622-1199

# Commercial

Order Number: 6543  
Printed: 10/12/2018 08:39 AM by Barry Guess

## Work Order

<b>Bill to:</b> Wiscasset, Town of 51 Bath Road  Wiscasset ME 04578-4108 <b>Email Address:</b> <b>Authorized:</b> MARIAN: 882-8200 X108 <b>Phone:</b> 2078828220 2nd phone: Fax:	<b>Ship to:</b> WISCASSET FIRE DEPT 51 BATH ROAD  WISCASSET ME 04578-4108 <b>Map:</b> <b>Job Contact:</b> Tim Merry <b>Job Phone:</b> 882-8210 2nd phone: Fax:
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Created By	PO Number	Customer	Salesperson	Wage Scale	Ship Date	Terms
Dori Cross		WIS102	6200	N	00/00/0000	10DAYS

**Work Order Note:** OSLI - FAR LEFT GDO NOT WORKING, NOT SURE IF NO POWER TO IT OR IF IT JUST DIED. USING DOOR MANUALLY. PLS SERVICE & GIVE QUOTE FOR ALL NEW OPERATORS.

**Directions:** 12 x 12 # 591, 3-3/8" x .262 x 35", SFL (1960's vintage) 115v, 2" track

### Work Performed Codes

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> 500 Performed General Service           | <input type="checkbox"/> 518 Replaced Gear Reducer             | <input type="checkbox"/> 843 Inspect/Replace W/S                    |
| <input type="checkbox"/> 501 Lubricated Moving Parts             | <input type="checkbox"/> 512 Repair/Replace Lock               | <input type="checkbox"/> 709 Unjammed Curtain                       |
| <input type="checkbox"/> 502 Adj. Track/Guides                   | <input type="checkbox"/> 514 Align & Tighten Sprockets         | <input type="checkbox"/> 705 Replaced Slats                         |
| <input type="checkbox"/> 503 Leveled/Aligned Door                | <input type="checkbox"/> 516 Replace Damaged/Worn Hardware     | <input type="checkbox"/> 706 Replaced Bottom Bar                    |
| <input type="checkbox"/> 506 Checked/Adj. Counterbalance Springs | <input type="checkbox"/> 601 Measure/Temp Repair Spring        | <input type="checkbox"/> 707 Replace Endlock/Windlocks              |
| <input type="checkbox"/> 507 Installed Key Stock                 | <input type="checkbox"/> 602 Replaced Spring(s)                | <input type="checkbox"/> 801 Checked/Adjusted Operator Limit Switch |
| <input type="checkbox"/> 508 Replace/Tighten Fasteners           | <input type="checkbox"/> 603 Measure/Temp Repair Section       | <input type="checkbox"/> 816 Replaced Safety Edge                   |
| <input type="checkbox"/> 509 Inspect/Tighten Set Screw           | <input type="checkbox"/> 604 Replaced Sections                 | <input type="checkbox"/> 817 Traced/Repair Wiring                   |
| <input type="checkbox"/> 511 Repair/Replace Drive Chain          | <input type="checkbox"/> 606 Retracked/Replaced Cable(s)       | <input type="checkbox"/> 510 Inspected Moving Parts                 |
| <input type="checkbox"/> 833 Lubricated Springs                  | <input type="checkbox"/> 613 Retracked Rollers                 | <input type="checkbox"/> 513 Tested Operation                       |
| <input type="checkbox"/> 620 Adjust "V" Belt                     | <input type="checkbox"/> 842 Checked/Installed Service Sticker | <input type="checkbox"/> 504 Demonstrate Operations                 |
| <input type="checkbox"/> 826 Replace "V" Belts                   |  |   |

*1. Centrifugal Switch WAS stuck on motor, cleaned functions o.k. Not sure for how long?  
Completed Commercial Check list*

### Parts used / Additional Work Performed Items

QTY.	PART NO.	DESCRIPTION	QTY.	PART NO.	DESCRIPTION

WORK COMPLETE \_\_\_\_\_ DATE \_\_\_\_\_ TRUCK # \_\_\_\_\_ REG. \_\_\_\_\_ O.T. \_\_\_\_\_ D.T. \_\_\_\_\_

*10/16/18 x*  
Date

*Tim Merry*  
Authorized Signature

(Printed)

Title

WORK INCOMPLETE - ADDITIONAL WORK REQUIRED:

*See Attached quote*

CUSTOMER AUTHORIZATION  
FOR ADDITIONAL WORK: X

Authorized Signature

(Printed)

Title

Date 10/16/18

Customer Name: Wiscasset Fire dept

SO# 6543

Door#/Area #1

PLEASE ATTACH A COMPLETED COPY TO EACH SERVICE OR MANUAL FORM

# Commercial Service Checklist

Minimum checklist to be made out upon each service call. Unless return visit to complete job.

CHECK BOX TO INDICATE TASK COMPLETED

## OPERATOR

- Upon arrival check in with customer & verify problem .....
- Remove Operator Cover. Check for worn components as necessary. ....
- Loctite Any Loose Set Screws .....
- Check Bearings For Wear .....
- Check Drive Belt .....
- Check Open & Close Limits .....
- Check & Adjust Brake As Necessary .....
- Verify All Accessories Function: Eyes, Radios, Edges, etc... (Perform Safety Check) .....
- Check All Wiring Connections .....
- Check all mounting hardware: Lags, Bolts, etc... .....
- Record all Operator Specs, Information .....
- Check Chain Hoist Operation If Applicable .....
- Promotions or Product literature left for customer review .....
- Customer wants sales Department Follow up .....

## GENERAL SERVICE DOOR

- Check & Adjust Spring - (Disconnect From Operator) .....
- Check Track Alignment & Condition .....
- Check Lock .....
- Check all Hinges, Rollers, Pulleys, Cables: Replace as necessary .....
- Replace Any Worn Parts Found .....
- Tighten all loose Fasteners, Replace any missing Fasteners .....
- Loctite any loose Set Screws .....
- Lubricate Springs, Rollers, etc... .....
- Get correct Spring & Door & Operator info and document .....
- Place Service Decal on door .....
- Record Original Factory # on Service Work Order \_\_\_\_\_ .....   
*this can be found on side of track or head plate area*
- Went over repairs and demonstration with customer .....

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Delinquent Personal Property as of 10/29/2018 9a

ACCNT	LAST NAME	FIRST NAME	ADDRESS	YRS OUTSTANDING	NOTES	LAST PAYMENT	AMOUNT DUE INCLUDES 10/26/2018
227	ALEXANDER	KATHLEEN	762 BATH RD	2012-2018	BUSINESS CHANGED HANDS 3 TIMES WITH UNPAID PP TAXES. BUT NEW OWNERS NEVER PAID ANYTHING ON THE TAXES. HAVE SENT PERSONAL PROPERTY DECLARATION TO PROPERTY OWNER AS WELL IN CASE THEY ALSO OWN BUSINESS, BUT NO RESPONSE.	10/13/11	\$582.31
179	B&B AUTO		224 BRADFORD RD	2005-2018		2/2/05	\$1,635.88
219	BREWER	VERN	693 BATH ROAD	2010-2018	2010-2013 WERE ASSESSED TO A LUCINDA TILAS. THE BUSINESS WAS SOLD AND MOVED IN 2013 TO VERN BREWER HE WAS PAYING BUT HAS SINCE STOPPED.	10/21/16	\$4,784.66
186	BUCK	BRYAN B	165 WEST ALNA RD	2011-2018		7/15/11	\$315.48



ACCNT	LAST NAME	FIRST NAME	ADDRESS	YRS OUTSTANDING	NOTES	LAST PAYMENT	AMOUNT DUE INCLUDES 10/26/2018
4	CHAPMAN	CHRIS	242 GIBBS RD	2008-2013	ACCOUNT HAS BEEN DELETED, NO LONGER ACTIVE, LAST BILL 2013	7/8/09	\$262.78
325	CLIFFORD	LUANNE	74 FLOOD AVE	2011-2012	DELETED NO LONGER ACTIVE LAST BILL WAS 2012 RECEIVED E-MAIL AFTER MY MAILING THAT SHE HAD FILED BANKRUPTCY AND NO LONGER OWNED BUSINESS	4/22/11	\$35.70
191	COLBY	DANIEL	313 BRADFORD RD	2008-2015	DELETED ACCOUNT, LAST BILL WAS 2015	8/28/08	\$1,789.53
192	CONNORS	SCOTT	118 OLD DRESDEN RD	2007-2009	DELETED ACCOUNT LAST BILL WAS 2009- HE ALSO RESPONED TO MY MAILING AND SAID HE SPOKE WITH SUE VARNEY AND TOLD HER THE BUSUNESS MOVED TO DRESDEN AND THE ACCOUNT WOULD BE TAKEN CARE OF.	5/15/07	\$3,723.97
249	FRANKLIN CLARK HOUSE LLC		211 MAIN ST	2004-2009	DELETED ACCOUNT NO LONGER ACTIVE LAST BILL WAS 2009	1/19/05	\$1,487.61
56	GORDEN	STEWART	50 WATER ST	2015-2018		10/16/14	\$49.07
205	HODGDON	JODY	516 BIRCH POINT RD	2004-2018	NO PAYMENT ON RECORD		\$3,821.90

ACCNT	LAST NAME	FIRST NAME	ADDRESS	YRS OUTSTANDING	NOTES	LAST PAYMENT	AMOUNT DUE INCLUDES 10/26/2018
328	K2 HOLDINGS LLC		279 BATH RD	2008-2010	DELETED ACCOUNT, NO LONGER ACTIVE LAST BILL WAS 2010	NONE ON RECORD	\$3,586.85
301	KNEELAND	DAVID		2006	DELETED ACCOUNT ONLY ACTIVE FOR THE ONE YEAR 2006	NONE ON RECORD	\$19.96
210	KONVALINKA TRUST, DANILO		18 HIGH STREET	2006-2018	I BELIEVE TAX PAYER IS DECEASED, AND PROPERTY WENT UP FOR AUCTION IN FEBRUARY OF 2017. NOT SURE IF IT SOLD OR IF BUSINESS INTACT.	10/2/12	\$3,539.86
79	LAEMMLE	DAVID	27 MIDDLE ST	2004-2018	NO PAYMENT ON RECORD		\$382.19
331	LEAVITT	LAURIE		2013-2018		4/25/13	\$1,017.95
269	MASON STATION		144 BIRCH PT RD	2007-2017		4/27/07	\$382.19
290	MASON STATION		262 BATH ROAD	2007-2008	LONGER ACTIVE LAST BILL 2008	4/27/07	\$30.70
53	MCCOLL	BRUCE	25 OLD FERRY RD	2015-2016	I BELIEVE TAX PAYER IS DECEASED	10/22/15	\$45.95
96	MCDORR	KAREN	MAIN ST	2015	DELETED ACCOUNT, NO LONGER IN BUSINESS	11/3/15	\$226.37
259	MORGAN	ROBERT	291 BATH RD	2005-2007	DELETED ACCOUNT NO LONGER ACTIVE LAST BILL WAS 2007	2/4/05	\$2,931.03
68	NEW ENGLAND VENDING INC			2008-2018	LETTER WAS SENT FOR OUTSTANDING TAXES	5/21/08	\$752.21
235	PLUMMER	JOEY		2004-2010	DELETED ACCOUNT, NO LONGER ACTIVE, LAST BILL WAS 2010	10/29/04	\$414.39
224	REED	CHRISTOPHER	221 OLD SHEEPSCOT RD	2005-2009	DELETED ACCOUNT, NO LONGER RECEIVES BILL LAS BILL WAS IN 2009	NONE ON RECORD	\$586.34
225	REED	KENT	19 BLAGDEN RIDGE RD	2004-2018		8/23/04	\$26,116.38

ACCT	LAST NAME	FIRST NAME	ADDRESS	YRS OUTSTANDING	NOTES	LAST PAYMENT	AMOUNT DUE INCLUDES 10/26/2018
297	REID	LEE	134 BEECHNUT HILL RD	2006-2009	DELETED ACCOUNT, NO LONGER ACTIVE LAST BILL WAS 2009	10/10/06	\$7,953.86
237	SPRAGUE	KYM	212 OLD BATH RD	2004-2008	DELETED ACCOUNT, NO LONGER ACTIVE. LAST BILL WAS 2008	10/16/06	\$75.04
262	TORMA OF NORTH AMERICA		670 BATH RD	2015-2018	SENT LETTER AFTER PAYMENT ON 10/4/18	10/4/18	\$1,277.34
278	VILLANUEVA	ALEX	519 GARDINER RD	2005-2009	DELETED ACCOUNT, NO LONGER ACTIVE LAST BILL WAS 2009	5/15/06	\$566.27
248	VINAPHONDETH WEST	ANDONGSITH PETER	65 GARDINER RD 42 FEDERAL ST	2013 2011-2018	DELETED ACCOUNT NO LONGER ACTIVE LAST BILL WAS 2013	10/15/12 11/6/13	\$75.38 \$181.22
242	WEST	DION	5 EVERGREEN ST	2004-2018	NO PAYMENT ON RECORD		\$22,540.48
127	WHITTAKER	JOHN	11 LAMSON LANE	2005 2006 2008 2009	DELETED ACCOUNT, NO LONGER IN BUSINESS LAST BILL WAS 2009. THERE WAS A PAYMENT APPLIED TO 2007 TAXES INSTEAD OF OLDEST OUTSTANDING	2/17/10	\$57.62
241	TRUE	DENISE	73 SHADY LANE	2004-2008			\$89.15
					<b>TOTAL:</b>		\$91,337.62

# Delinquent / Foreclosed Real Estate

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Last Name	First Name	Map	Lot	Acct #	Property	Notes	Owes	Total Due Includes interest thru 10-29-18 and 1st half of 2018	Last Payment Date	Last regular payment amount	Years to pay off current balance using last payment amount per month
Abbott	Mary Lee	U18	005-024	1790	Land/Home	Pays \$100 per mo formerly owned and liened in name of Reed, Naomi	2007- Present	12,530.43	10/01/18	100.00	10.44
Adams	Shannon	R04	002-003	2066	Mobile Home		2008- Present	3,007.23	09/20/17		
Asdot	Marion H.	R07	38	966	Land/Home	Regular Payments	2012- Present	9,987.40	10/15/18	75.00	11.10
Brewer	Miles & Biddle, Stacie	R05	037-E1	610	Mobile Home	Abated for 2015, not assessed since 2016	2016	184.65	10/17/14	-	mobile home no longer there, recommend abatement
Brown	Marsha R. & David M.	U01	83	1219	Land/Building	Making regular payments. Paid large portion 02/17/17	2014- Present	15,398.38	10/22/18	60.00	21.39
Cole	Harold	U01	142	1281	land/Home	Bankruptcy	2015- current	16,013.84	10/09/18	1,500.00	0.89
Connors	Scott	R01	035-C	2313	Land		2013- Present	7,282.76	10/04/18	100.00	6.07
Connors	Scott	R02	017-A	211	Land/Building	Not primary home	2014- Present	3,982.82	10/04/18	100.00	3.32
Connors	Scott	R01	035-C02	114	Building		2013- Present	1,979.60	07/24/14	100.00	
Delano	Kymerly	R07	066-001	994	Mobile Home	Not making regular payments	2012- Present	8,731.12	09/24/18	217.00	3.35

Last Name	First Name	Map	Lot	Acct #	Property	Notes	Owes	Total Due Includes interest thru 10-29-18 and 1st half of 2018	Last Payment Date	Last regular payment amount	Years to pay off current balance using last payment amount per month
Devono LLC		U17	004-B	2587	Land	tax acquired and in town's name since 2013	2010-2012 2015- Present	10,698.61			note on account says town considering selling
Eckert	Lawrence H.	R07	005	903	Land/Home		Present	8,530.72	09/08/17		
Franzen	Raymond	R05	126-A	789	Land/Home	Makes regular payments of \$553.00 has agreement and has stuck with it since signed.	2013- Present	82,254.19	10/17/18	553.00	12.40
Gagnon	Robert & Misty	R07	24	946	Land/Mobile Home		2015- Present	4,932.58	10/27/17	50.00	
Gagnon	Robert & Misty	R07	25B	949	Land		2015- Present	2,797.78	12/29/16		
Gauthier	Dennis	R04	001-C	502	Land/Home		2012- Present	4,686.44	10/01/18	100.00	3.91
Greenleaf	Robert & Prive, Carrie	R07	039-017	2054	Mobile Home	not assessed since 2015	2006-2015	1,525.39	06/26/09		mobile home no longer there, recommend abatement
Haggitt	Cody & Chelsea	U09	011	1582	Land/Building	Agreement with Town Making weekly payments	2015- Present	1,436.89	04/02/15		
Huber	Matthew	U09	001	1567 & 2633	Mobile		2015- Present	1,030.82	10/19/18	60.00	1.43

Last Name	First Name	Map	Lot	Acct #	Property	Notes	Owes	Total Due Includes interest thru 10-29-18 and 1st half of 2018	Last Payment Date	Last regular payment amount	Years to pay off current balance using last payment amount per month
Hunter	Keith	R05	056	655	Land/Home	Has IRS lien	2015- Present	6,828.88	12/29/16		
James	Kevin	R05	037-F	2125	Land/Mobile Home	Camden National holds mortgage however they claim they will not pay taxes as the loan is <\$5,000 not primary residence	2006- Present	18,341.08	12/28/16		
Keith	Holly	R04	010-A25	1945	Mobile Home	? Eligible for homestead exemption	2015- Present	1,019.62	09/30/14		
Konvalinka	Lois (heirs)	U01	150	1289	Land/Home		2015- Present	9,872.77	07/13/18	100.00	
Pinkham	Albert Jr	R03	004-001	302	Home		2013- present	5,253.23	11/06/17		
Pinkham	Mike	R04	010-A19	1939	Mobile Home		2015- Present	1,061.95	07/03/17		
Pinkham	Starr	R03	004	3010	Land/1,000 Building		2014- Present	3,259.75	11/06/17		
Rines	Gilbert	R05	051-A2	1961	unlivable mobile home		2010- present	1,323.34			
Rines	William & Brandi	R05	051-A3	2578	Mobile Home		2011- Present	4,018.77	01/02/15		
Roberts	Christopher	R04	002-013	33	Mobile Home		2011- Present	3,486.88	07/11/17		
Roberts	Robert	R04	002-014	34	Mobile Home	Customer purchased mobile from Sean Kingston.	2011-2016, homestead exemption covers taxes now	2,487.54	10/24/18		

Last Name	First Name	Map	Lot	Acct #	Property	Notes	Owes	Total Due Includes interest thru 10-29-18 and 1st half of 2018	Last Payment Date	Last regular payment amount	Years to pay off current balance using last payment amount per month
Rzycki	Wotek	R07	048-B	977	Land/Home		2015- Present	6,158.91	07/27/15		
Wade	Joseph	R04	002-006	26	Mobile Home	homestead exemption covers taxes since 2016	2014-2015	313.33	03/05/14		
Wall	Heidi	R04	002-006	650	Mobile Home		2005- Present	3,163.12	01/26/18		
<b>TOTAL:</b>								<b>263,580.82</b>			

**Kathleen Onorato**

---

ga

**From:** Marian Anderson <townmanager@wiscasset.org>  
**Sent:** Thursday, October 18, 2018 1:19 PM  
**To:** 'Vernice Boyce'  
**Cc:** taxcollector@wiscasset.org; admin@wiscasset.org  
**Subject:** RE: Wiscasset -- Old Liens

Thanks,

I will put this with the Board's packet for November 6th

*Marian L. Anderson, Town Manager*  
51 Bath Road  
Wiscasset, Maine 04578  
207-882-8200 ext 108

**From:** Vernice Boyce <treasurer@wiscasset.org>  
**Sent:** Thursday, October 18, 2018 12:57 PM  
**To:** [townmanager@wiscasset.org](mailto:townmanager@wiscasset.org)  
**Cc:** [taxcollector@wiscasset.org](mailto:taxcollector@wiscasset.org)  
**Subject:** FW: Wiscasset -- Old Liens

FYI

*Vernice H. Boyce, Treasurer*  
Town of Wiscasset  
51 Bath Road  
Wiscasset, Maine 04578-4108  
207-882-8200 x 107



**From:** Legal Services Department [<mailto:legal@memun.org>]  
**Sent:** Thursday, October 18, 2018 11:57 AM  
**To:** [treasurer@wiscasset.org](mailto:treasurer@wiscasset.org)  
**Subject:** Wiscasset -- Old Liens

Vernice,

You should not be accepting any payments after the property tax lien has automatically foreclosed. Assuming that all requisite notices were timely sent, then the property became tax-acquired on the automatic foreclosure date (18 months after the tax lien was recorded). If the liens in question date to 2005 and 2006, then Wiscasset has owned the properties in question for years. Rather than "paying off" a years-old lien, the (now) former owner should be negotiating the repurchase of the property from the Town.



Because these properties are tax-acquired, the Select Board is the municipal body with the authority to sell or dispose of the property on whatever terms they deem advisable, pursuant to Article 50(D) of Wiscasset's town meeting warrant. The Board could require payment of all outstanding taxes in full or simply list the property for sale. However, where a former owner is not able to pay the sales price (or all outstanding taxes) in one lump sum, some Boards prefer to allow the former owner to remain in their home and instead decide to enter into an installment repurchase contract with the former owner. These contracts are not trouble-free, however. I recommend that you review our [Tax-Acquired Property Information Packet](#) if you would like more information on installment repurchase contracts.

Feel free to call or email with any follow up questions.

Sincerely,

**Michael Lichtenstein, Staff Attorney**  
**Legal Services Department**

**Maine Municipal Association**  
60 Community Drive, Augusta, ME 04330  
1-800-452-8786 (in-state)  
207-623-8428  
FAX 207-624-0187  
[legal@memun.org](mailto:legal@memun.org)

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**From:** Vernice Boyce [<mailto:treasurer@wiscasset.org>]  
**Sent:** Wednesday, October 17, 2018 5:21 PM  
**To:** Legal Services Department <[legal@memun.org](mailto:legal@memun.org)>  
**Subject:** Wiscasset - Old liens

Good afternoon,

We have several properties that owe taxes, some as far back as 2005. When a tax payer pays off those old liens, which are after the automatic foreclosure date, do we record anything at the registry? I understand if they were to pay all the taxes off, we would issue a quit claim deed. I am talking about payments being made so this year they may pay off the 2005 lien, and next year the 2006 lien, etc.

Thanks for your help.

*Vernice H. Boyce, Treasurer*  
Town of Wiscasset  
51 Bath Road  
Wiscasset, Maine 04578-4108  
207-882-8200 x 107



**Marian Anderson**

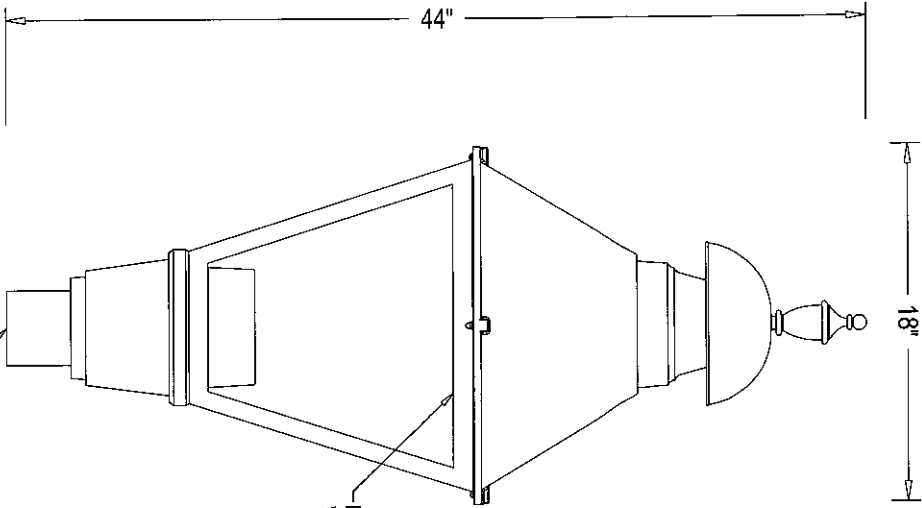
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9c

**From:** Martin, Ernest <Ernest.Martin@maine.gov>  
**Sent:** Wednesday, October 24, 2018 7:39 AM  
**To:** townmanager@wiscasset.org  
**Subject:** FW: [EXTERNAL SENDER] RE: Wiscasset question  
**Attachments:** Fixture Drawing - Revised-APPROVED.PDF

Spec-Lines, the sales representative for Spring City Electrical, has discussed this again with the manufacturer. They reiterated their concern for damage to the chimney and fixture with no side panels for protection, but they said their second issue is that testing has shown that the chimney will reflect light laterally and upward, making the fixture no longer full cutoff and therefore not Dark Skies compliant. MaineDOT is restricted by Title 23 Section 708 from expending any State funds for lighting that is not full cutoff. I think that gives us our answer. I will approve the fixtures without the chimneys, as submitted this week, unless you direct me otherwise this afternoon.

over



FLAT ACRYLIC CLEAR PANEL WITH OPEN CAGE

Approved  
 Rejected

Furnish as Corrected  
 Revise and Resubmit  
 Submit Specified Item

This review is only for general conformance with the design concept and the information given in the Construction Documents. Corrections or comments made on the shop drawings during this review do not relieve the Contractor from compliance with the requirements of the plans and specifications. Approval of a specific item shall not include approval of an assembly of which the item is a component. The Contractor is responsible for dimensions to be confirmed and controlled at the jobsite; information that pertains solely to the fabrication processes or to the means, methods, techniques, sequences and procedures of construction; coordination of the Work with that of all other trades and performing all Work in a safe and satisfactory manner.

ACCEPTS 3" DIA  
X 3" HIGH TENON

TMASI ENGINEERS

Date: 10/18/18

By: *[Signature]*

**LUMINAIRE SPECIFICATIONS:**

STYLE: CLEARWATER WITH OPEN CAGE  
 HEIGHT: 44"  
 WIDTH: 18" SQUARE  
 MATERIAL: CAST ALUMINUM ALLOY ANSI 356 PER A.S.T.M. B25-95  
 FINISH: POWDER COATED - RIVER TEXTURE GLOSS BLACK  
 LAMPING: 40 WATT LED  
 VOLTAGE: ELECTRONIC WIRED AT 120-277 VOLTS  
 NUM. OF BOARDS: 2  
 COLOR TEMP: 3000K (WARM WHITE)  
 OPTICS: TYPE V (SYMMETRIC DISTRIBUTION)  
 PANELS: CLEAR ACRYLIC

CATALOG NO.: ALMCLWML1E040EVXX2-30-CNS-YPLQFCM-CU

This drawing is property of Spring City Elect. Mfg. and is loaned to the recipient with the understanding that it shall not be copied, duplicated, passed on to unauthorized parties, nor used for any purpose other than that for which it is specifically furnished except with Spring City's written permission.



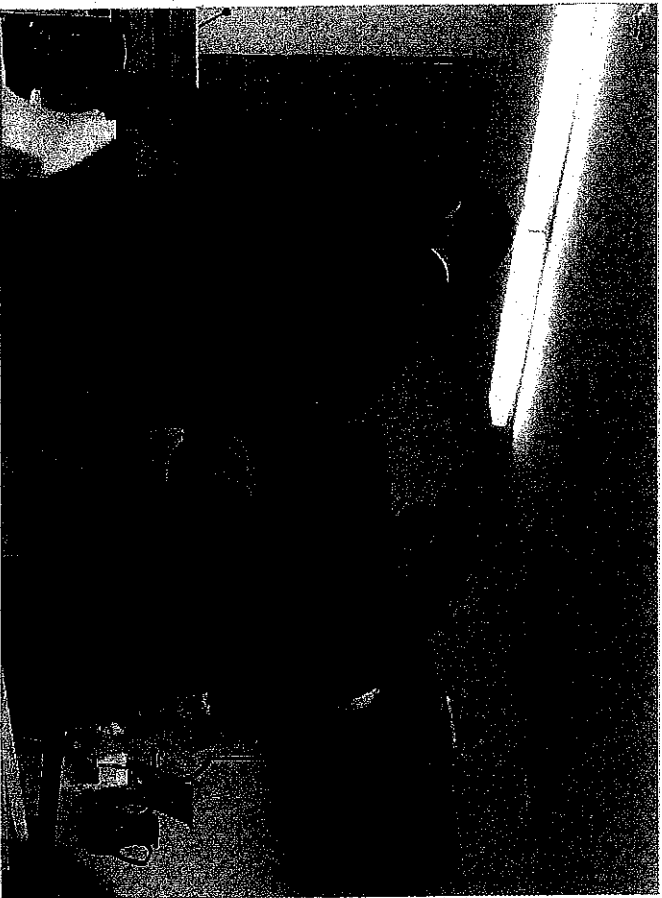
**Spring City Electrical Mfg. Co.**  
 HALL AND MAIN STREETS - P.O. BOX 18 - SPRING CITY, PA. 19475  
 PHONE: (610) 598-4000 - FAX: (610) 598-5577 - WWW.SPRINGCITYCOM

REVISIONS	DATE	BY	DESCRIPTION
Δ	10-15-18	T.E.B.	REVISED BY: T.E.B.
Δ	07-26-18	T.E.B.	REVISED BY: T.E.B.
DESCRIPTION: THE CLEARWATER OPEN CAGE LED LUMINAIRE CUSTOMER: WISCASSETT, ME SCALE: N.T.S. DRAWN BY: T.E.B. DATE: 06-22-2018 DRAWING NO: S104287			

90

## Morrison denies littering charge

By GINA HAMILTON | Posted: Thursday, October 25, 2018 - 2:30pm



District Attorney Jon Liberman and defendant Chris Morrison address the court on the charge of littering, for the sinking of the *Minesweeper* in Wiscasset Harbor. GINA HAMILTON/Wiscasset Newspaper

In Lincoln County District Court Oct. 25, Christopher Morrison, owner of the *Minesweeper*, which sank in Wiscasset Harbor during a January blizzard, denied a civil charge of littering.

District Attorney Jon Liberman offered Morrison a deal: Pay a \$500 fine, do 100 hours of community service, and remove the vessel. Under state statute, if Morrison is found guilty, he could be forced to pay three times the cost of removal, plus any court costs and attorney's fees, in addition to a \$500 fine and community service. Morrison could also face possible suspension of a motor vehicle license and professional licenses until the fines, fees and provisions are met.

Morrison's next court date is Nov. 26. Because this is a civil charge with no risk of jail time, Morrison cannot have a court-appointed attorney to represent him.

Morrison once agreed to salvage the vessel, but later told the town of Wiscasset he can't afford to. The *Minesweeper* lies on the outer edge of the town's mooring field, not far from Mason Station. It is not in the shipping lanes, but most of the time, it is covered with water and is not visible to boaters putting in at the harbor. A warning buoy was installed to alert recreational boaters.

The boat was reportedly built as a minesweeper in England, where it was bought. It was moored in Wiscasset Harbor for several years.

10001

Form 4503

Notification: 10300496839

Work Order: 801000210684

LOCATION PERMIT

Upon the Application of Center Maine Power Company and Northern New England Telephone Operations LLC

dated Oct 9, 2018, asking for permission, in accordance with law, to construct and

maintain poles, buried cables, conduits, and transformers, together with attached facilities and appurtenances

over, under, along or across certain highways and public roads in the location described in said application,

permission is hereby given to construct, reconstruct, maintain and relocate in substantially the same location,

said facilities and appurtenances in the City / Town of Wiscasset

approximately located as follows:

- 1. Starting Point: Westport Bridge Road
- 2. Road (State & CMP): Cushman Point Road
- 3. Direction: Northeast
- 4. Distance: 1255 feet
- 5. Number of Poles: 1

Facilities shall consist of wood poles and appurtenances with a minimum of wire and cable not less than 18 feet over the public highway and/or buried cables or conduit and appurtenances placed a minimum depth of 36 inches under pavement and 30 inches elsewhere, all in a manner conforming to the National Electric Safety Code.

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

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

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

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

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

Municipal Officers

Office of the \_\_\_\_\_

Received and Recorded in Book \_\_\_\_\_, Page \_\_\_\_\_

Attest: \_\_\_\_\_

Clerk

Form 450E

Notations: 10300496830

Work Order: 801000210884

CENTRAL MAINE POWER COMPANY

APPLICATION FOR POLE LOCATION OR UNDERGROUND LOCATION

In the City/Town of: Wicasset, Maine

To the:  City  Town

County of: Lincoln, Maine

Central Maine Power hereby applies for permission to:

Construct and maintain poles together with attached facilities and appurtenances upon, along or across certain streets and highways in said City/Town as described below.

Construct and maintain buried cables, conduits, manholes and handholes, together with wire and cables, transformers, outlets, and other equipment therein, under, along, and across certain streets and highways in said City/Town as described below.

Central Maine Power Company and Northern New England Telephone Operations LLC

Jointly apply for permission to construct and maintain poles together with attached facilities and appurtenances upon, along or across certain streets and highways in said City/Town as described below.

1. Starting Point: Westport Bridge Road

2. Road (State & CMP): Cushman Point Road

3. Direction: Northeast

4. Distance: 1255 feet

5. Number of Poles: 1

Overhead wires shall have a minimum clearance of 18 feet over the public highway and be constructed to conform with the requirements of the National Electric Safety Code.

Buried cable facilities shall be placed at a minimum depth of 36 inches under pavement and 30 inches elsewhere and be constructed to conform with the requirements of the National Electric Safety Code.

Any person, firm, or corporation to be adversely affected by this proposed location shall file a written objection with the State Department of Transportation, City, Town or County stating the cause of said objection within fourteen (14) days after the publication of this notice or ninety (90) days after installation of facilities without publication.

Public Notice of this application has been given by publishing the text of the same

Not Published

In: [ ]

On: [ ]

CENTRAL MAINE POWER COMPANY

Northern New England Telephone Operations LLC

By: Ruth MacDonald

Date: Oct 9, 2018

By: [Signature] Date: 10/10/2018  
KISS TAKIRIAULT - ROBERT OF WAY

Form 4502

Notification: 10300495630

CENTRAL MAINE POWER COMPANY

Work Order: 001000210004

SKETCH TO ACCOMPANY APPLICATION FOR POLE OR UNDERGROUND LOCATIONS

Page of

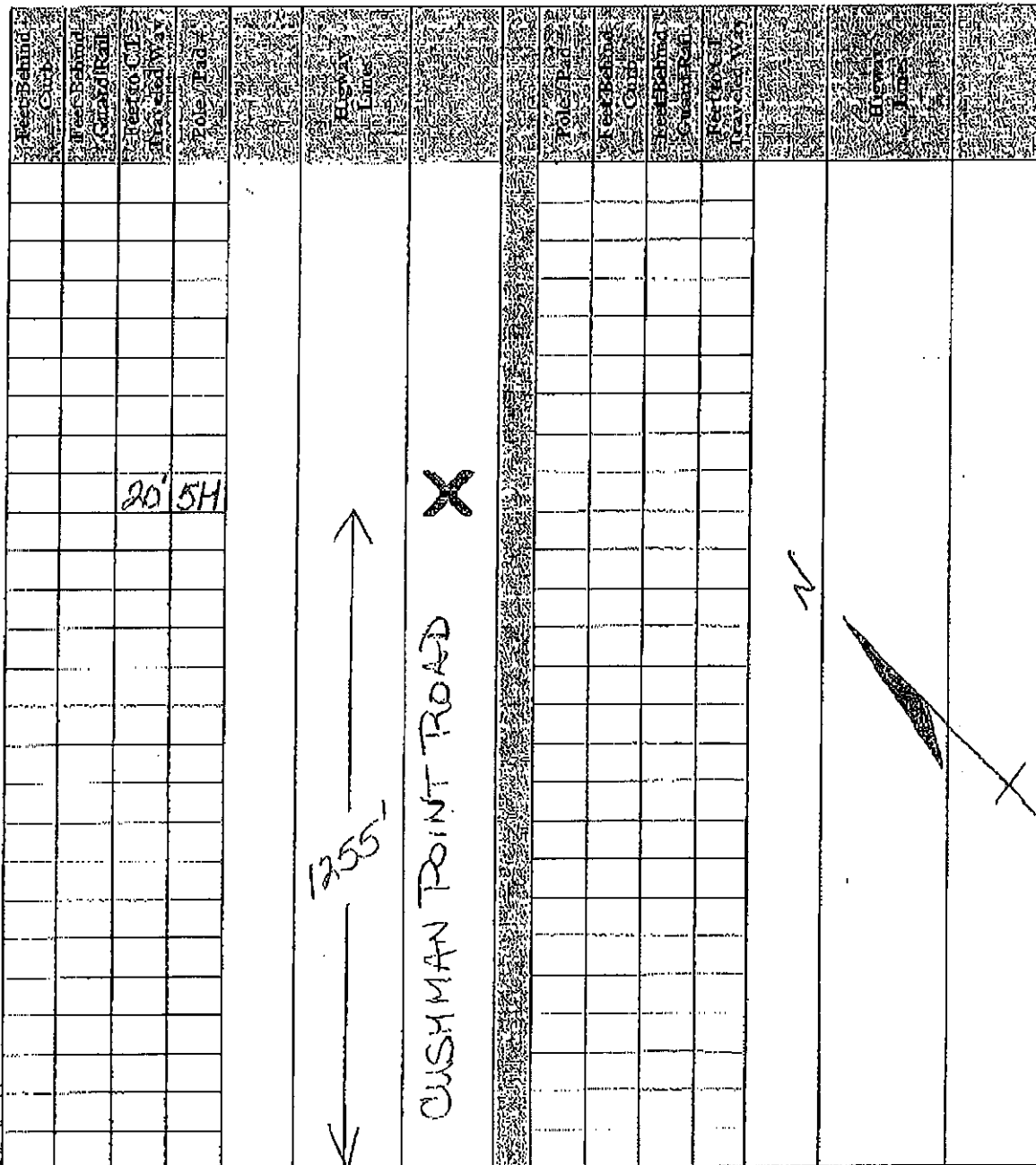
City/Town: Wiscasset

Date: Oct 9, 2018

Street: Cushman Point Road

By: Ruth MacDonald

Facilities to consist of wood poles and appurtenances with a minimum clearance of wire and cables not less than 21 feet over the public highway, and/or underground facilities to consist of buried cables, conduits, transformers and manholes for operation at 7200 volts to ground single phase. Construction to be suitable for future operation at a voltage not to exceed 22KV to ground single phase. Right-of-way limits indicated are based on the best field information available. Poles/ Pads are staked. For further information call: Ruth MacDonald at Central Maine Power Company tel: 631-1432. Pole/Pad spans shown are approximate.



WEST PORT BRIDGE ROAD

# Central Maine Power Company DIG SAFE NOTICE

**Please fax: (207)-629-4751 or email: LNCLDGSF@CMPCO.COM**

**After area marked or to let us know No underground facilities in area by valid date of ticket**

**Please be sure to identify your company name or organization in your response**

**DATE: 10/09/2018**

**W96284**

**Wiscasset Water District [wiscwater@myfairpoint.net](mailto:wiscwater@myfairpoint.net)**

**Wiscasset Sewer Department 882-8228 ATTN Buck**

Your Dig Safe Project File has been successfully processed for SAP Order# 1-206976 on 10/09/2018 11:59

DigSafe ticket number 20184103198 is valid from 10/17/2018 11:53 to 12/08/2018 11:59

Town of WISCASSET

Facility Operators: Time Warner Cable, CMP

On Target Locating notified home owner in area

DigSafe Ticket	Road	Structure	Facility Operators
20184103198	OLD FERRY RD	INSTALL ANCHOR AT POLE 506.1	Time Warner Cable, CMP

WISCASSET	43.9688977	-69.7113579	OLD FERRY RD	BATH RD	SHADY LN	INSTALL ANCHOR AT POLE 506.1
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Please respond within 3 business days.

For all questions (207)-629-5690

**Thank You!**



11/6/18

**Central Maine Power  
Town Pole Permit  
Fax Cover Sheet**

**Date 10/10/18**

**To: Town/City of Wiscasset**

**Fax: 882-8228**

**Subject: Town Pole Permit**

**Town/City: Wiscasset**

**Road: Cushman Point Road**

**CMP Job # 10300495639**

**From: Pat Shore, CMP Line Clerk**

**Fax 207-629-4752**

**E-mail [Lineclerknewservice@cmpco.com](mailto:Lineclerknewservice@cmpco.com)**

**Please sign attached and fax or e-mail back.**

**If you have any concerns or questions, please call me direct  
at 1-207-629-2533**

**Thank You**

*Revised by CEO*

1002

Form 4503

Notification: 10101374652

Work Order: 801000197132

LOCATION PERMIT

Upon the Application of Center Maine Power Company and Northern New England Telephone Operations L.L.C.

dated Jul 6, 2018, asking for permission, in accordance with law, to construct and maintain poles, buried cables, conduits, and transformers, together with attached facilities and appurtenances over, under, along or across certain highways and public roads in the location described in said application, permission is hereby given to construct, reconstruct, maintain and relocate in substantially the same location,

said facilities and appurtenances in the City / Town of Wiscasset

approximately located as follows:

- 1. Starting Point: Pole 4
- 2. Road (State & CMP): Bradford Road (Town) Lowelltown (CMP)
- 3. Direction: North easterly
- 4. Distance: 50 feet
- 5. Number of Poles: 1

Facilities shall consist of wood poles and appurtenances with a minimum of wire and cable not less than 18 foot over the public highway and/or buried cables or conduit and appurtenances placed a minimum depth of 36 inches under pavement and 30 inches elsewhere, all in a manner conforming to the National Electric Safety Code.

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

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

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

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

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

Municipal Officers

Office of the \_\_\_\_\_

Received and Recorded in Book \_\_\_\_\_ Page \_\_\_\_\_

Attest: \_\_\_\_\_

Clerk

Form 4501

Notification: 10101374662

Work Order: 001000197132

CENTRAL MAINE POWER COMPANY

APPLICATION FOR POLE LOCATION OR UNDERGROUND LOCATION

In the City/Town of: Wiscasset, Maine

To the:

City

Town

County of: Lincoln, Maine

Central Maine Power hereby applies for permission to:

Construct and maintain poles together with attached facilities and appurtenances upon, along or across certain streets and highways in said City/Town as described below.

Construct and maintain buried cables, conduits, manholes and handholes, together with wire and cables, transformers, cutouts, and other equipment therein, under, along, and across certain streets and highways in said City/Town as described below.

Central Maine Power Company and Northern New England Telephone Operations LLC

jointly apply for permission to construct and maintain poles together with attached facilities and appurtenances upon, along or across certain streets and highways in said City/Town as described below.

1. Starting Point: Pole 4

2. Road (State & CMP): Bradford Road (Town) Lowelltown (CMP)

3. Direction: North easterly

4. Distance: 50 feet

5. Number of Poles: 1

Overhead wires shall have a minimum clearance of 18 feet over the public highway and be constructed to conform with the requirements of the National Electric Safety Code.

Buried cable facilities shall be placed at a minimum depth of 36 inches under pavement and 30 inches elsewhere; and be constructed to conform with the requirements of the National Electric Safety Code.

Any person, firm, or corporation to be adversely affected by this proposed location shall file a written objection with the State Department of Transportation, City, Town or County stating the cause of said objection within fourteen (14) days after the publication of this notice or ninety (90) days after installation of facilities without publication.

Public Notice of this application has been given by publishing the text of the same

Not Published

In: \_\_\_\_\_

On: \_\_\_\_\_

CENTRAL MAINE POWER COMPANY

Northern New England Telephone Operations LLC

By: Frank Nowoil

Date: Jul 6, 2018

By: [Signature] Date: 7/17/2018

Town 4802

Notification: 10101374652

Work Order: 801000197132

## CENTRAL MAINE POWER COMPANY

SKETCH TO ACCOMPANY APPLICATION FOR POLE OR UNDERGROUND LOCATIONS

Page  of

City/Town: Wiscasset

Date: Jul 6, 2018

Street: Bradford Road (Town) Lowelltown (CM)

By: Frank Nowell

Facilities to consist of wood poles and appurtenances with a minimum clearance of wire and cables not less than 21 feet over the public highway, and/or underground facilities to consist of buried cables, conduits, transformers and manholes for operation at 7200 volts to ground single phase. Construction to be suitable for future operation at a voltage not to exceed 22KV to ground single phase. Right-of-way limits indicated are based on the best field information available. Poles/Pads are staked. For further information call: Frank Nowell at Central Maine Power Company tel: 207-458-7358 . Pole/Pad spans shown are approximate.

Feet Behind Curb		Feet Behind Guard Rail	Feet to C/L Traveled Way	Pole / Pad #	Highway Limits		Pole / Pad #	Feet Behind Curb	Feet Behind Guard Rail	Feet to C/L Traveled Way	Highway Limits	
			9' 4 1/2	X	Bradford Rd						Existing	
								4	2'			

*N*

**Bruce Mullins**

---

**From:** Newell, Frank <Frank.Newell@cmpco.com>  
**Sent:** Thursday, October 11, 2018 2:42 PM  
**To:** LineClericalNewService; Sherman, Daniel  
**Cc:** codes@wiscasset.org  
**Subject:** RE: Job# 10101374652 Bradford Road

The reason for the new stub pole is that the aerial guy holding the main line pole #4 is attached to a tree that is rotting and dying and we need a support pole to replace the tree. Your road commissioner went out and looked at this after I staked it and he requested the pole be set back 1' further than I had staked. I have done this and am awaiting pole permit approval.

Thank you.



**CENTRAL MAINE  
POWER**

Frank Newell  
Field Planner  
Brunswick Service Center  
280 Bath Rd Brunswick, Me 04011  
Cell 207-458-7356  
Fax (207) 629-1836  
[frank.newell@cmpco.com](mailto:frank.newell@cmpco.com)

---

**From:** LineClericalNewService  
**Sent:** Thursday, October 11, 2018 2:32 PM  
**To:** Newell, Frank  
**Subject:** FW: Job# 10101374652 Bradford Road

Please see email below from town.



**CENTRAL MAINE  
POWER**

Shella  
Line Department

In the interest of the environment,  
please print only if necessary and recycle.

**Central Maine Power  
Town Pole Permit  
Fax Cover Sheet**

**Date 10/09/18**

**To: Town/City of Wiscasset**

**Fax: 882-8228**

**Subject: Town Pole Permit**

**Town/City Wiscasset**

**Road: Bradford Road (Lowelltown)**

**CMP Job # 10101374652**

**From: Pat Shore, CMP Line Clerk**

**Fax 207-629-4752**

**E-mail [Lineclerknewservice@cmpco.com](mailto:Lineclerknewservice@cmpco.com)**

**Please sign attached and fax or e-mail back.**

**If you have any concerns or questions, please call me direct  
at 1-207-629-2533**

**Thank You**



**PIERCE ATWOOD****KENNETH F. GRAY**

Merrill's Wharf  
254 Commercial Street  
Portland, ME 04101

**P** 207.791.1212  
**F** 207.791.1350  
kgray@pierceatwood.com  
pierceatwood.com

Admitted in: MA, ME, NH

October 2, 2018

VIA ELECTRONIC MAIL AND FIRST CLASS MAIL

Marion Anderson, Town Manager  
Town of Wiscasset  
51 Bath Road  
Wiscasset, ME 04578

RE: Maine Yankee Environmental Covenant Amendment – Request for Consent

Dear Ms. Anderson:

As you know from your meeting in July with J. Brown and Eric Howes of Maine Yankee Atomic Power Company (Maine Yankee or the Company), the Company has addressed the requirements of the Maine Department of Environmental Protection (DEP) to monitor groundwater at Bailey Point.

The DEP and Maine Yankee have agreed that further monitoring is no longer of any value and, therefore, unnecessary. To document that understanding, the DEP and Maine Yankee are amending the 2007 Administrative Compliance Order by Consent (AOC) and the 2009 Environmental Covenant (EC), and both amendment documents have received DEP approval. (If you would like a copy of the AOC amendment, please let me know.)

In connection with the existing EC, the Town of Wiscasset subordinated its prior easement in a document dated July 14, 2009. I am attaching both the 2009 EC and that subordination.

Because the DEP and Maine Yankee seek to amend the existing EC (which will adopt a simplified media management plan to replace the soil management plan under the existing EC), we are now asking the town and the other easement holders who subordinated in 2009 to consent to the amendment. The media management plan (and the former soil management plan) relate to the unlikely discovery of additional contamination. In addition, the EC amendment diminishes the area where construction is limited, which should help promote possible future development. Please see the attached 2018 EC amendment (and model consent)

Marion Anderson, Town Manager  
October 2, 2018  
Page 2

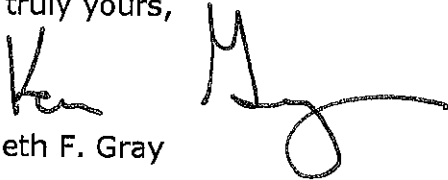
as approved by the DEP. We have drafted a consent for the town to execute specifically referencing the prior subordination.

We are writing to request the Town execute the consent. After the consents are obtained, Maine Yankee and the DEP will execute the EC.

Please do not hesitate to call if you have any questions or concerns.

We look forward to hearing from you. Thank you.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Ken' followed by a stylized 'M' and a long horizontal stroke.

Kenneth F. Gray

attachments:

2009 Environmental Covenant  
2009 Subordination  
2018 DEP-approved Environmental Covenant Amendment and model consent  
2018 Consent

cc with attachments:

J. Stanley Brown, ISFSI Manager

cc without attachments:

Wayne Norton, Chief Nuclear Officer  
Joe Fay, General Counsel



ENVIRONMENTAL COVENANT

THE STATE OF MAINE )  
COUNTY OF LINCOLN )

KNOW ALL MEN BY  
THESE PRESENTS THAT:

WHEREAS, Maine Yankee Atomic Power Company ("MY"), a Maine Corporation, is the sole owner of real estate in Wiscasset, Maine, as depicted generally in the ortho-photograph as Exhibit A and described more particularly in Exhibit B (the "Property");

WHEREAS, MY formerly operated a nuclear power plant on the Property;

WHEREAS, MY has removed waste and soils, but as a result of past activities there remain low levels of petroleum and other chemicals, some identified as hazardous substances, in groundwater and soils in certain areas of the Property;

WHEREAS, the Maine Department of Environmental Protection ("MDEP") has entered into a Compliance Order by Consent with MY with an effective date of December 3, 2007, and required groundwater monitoring in certain areas of the Property as well as the implementation of groundwater use restrictions on the Property for a period of time in order to prevent any threat posed by the above-referenced hazardous substances;

WHEREAS, MY desires, for itself and for all subsequent owners of any portion of the Property, to prevent groundwater use on the Property until, as set forth below, the restriction is no longer necessary, by adopting and recording the legally enforceable groundwater use restrictions contained herein;

WHEREAS, MY continues to operate an Independent Spent Fuel Storage Installation, and will continue to undertake site decommissioning and site decontamination as required by government authorities, and Central Maine Power maintains a switchyard on the Property; and

WHEREAS, the parties intend to create and adopt an Environmental Covenant pursuant to the Uniform Environmental Covenants Act, 38 M.R.S.A. § 3001 et seq. ("UECA").

NOW, THEREFORE,

1. This instrument is an Environmental Covenant executed pursuant to UECA, and shall be governed by UECA. The MDEP is the holder of this Environmental Covenant. The administrative record for the Property is located at the MDEP Headquarters, whose mailing address is 17 State House Station, Augusta, Maine 04333-0017, with a street address of Ray Building, 28 Tyson Drive, Augusta, Maine. The administrative record is titled "Maine Yankee Bailey Point RCRA Corrective Action Files."

2. MY agrees to conduct groundwater monitoring as required under the Compliance Order by Consent between MY and MDEP with an effective date of December 3, 2007, or as subsequently amended.
3. MY hereby declares that the Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, obligations and agreements set forth in this Environmental Covenant.
4. The following acts shall be prohibited throughout the Property, and neither MY nor any subsequent owner/occupant of the Property shall cause, permit, or suffer any such acts to occur therein without the prior written permission of the MDEP:
  - (i) the installation of groundwater extraction wells or surface or subsurface liquid disposal systems, except that municipal water and sewer infrastructures and connections thereto may be installed, maintained and repaired;
  - (ii) construction at or below the water table, although MDEP approval may be provided if MDEP determines there is minimal impact on groundwater and/or MDEP approves a dewatering management plan with conditions that may be necessary to protect human health and the environment; and
  - (iii) excavation or boring of soils on the Bailey Point property (except in accordance with a DEP-approved Soils Management Plan).

Provided however that these restrictions are not intended to prohibit or restrict the monitoring program identified in Section 2 above nor the construction of buildings and appurtenances (e.g., roads, driveways, building perimeter drains, and roof gutter systems) within the Property consistent with the conditions of this Environmental Covenant.

5. MY or the then-current owner shall provide a copy of this Environmental Covenant to easement holders, and to tenants and lessees at or before the date of such tenancy or lease, and to any contractors or agents of MY or the then-current owner at or before the commencement of any activities that may involve soil excavation or contact with groundwater.
6. Nothing in this Environmental Covenant shall limit or restrict the ability of MY or any subsequent owner or operator of the Property to conduct activities required by the Maine Department of Environmental Protection, the U.S. Environmental Protection Agency, the U.S. Department of Energy, or the U.S. Nuclear Regulatory Commission, or any successor agencies, or to conduct activities that are reasonably necessary in MY's judgment to comply with requirements of those government entities or successor entities. Such activities include but are not limited to actions reasonably necessary to (i) implement site decontamination or site decommissioning and closure, (ii) operate, maintain or close the Independent Spent Fuel Storage Installation, or (iii) use and maintain the rail line on the Property and adjacent properties. MY will promptly notify MDEP in the event

that a regulatory agency requires activities that will violate the terms of the Environmental Covenant.

7. The Property shall be used for purposes allowed under the industrial and commercial zoning applicable to the Property, and any proposed development or construction shall be consistent with the zoning in effect at that time, but in no event shall the Property be used for residential purposes, schools, child care facilities, or long-term care facilities, even if such uses are allowed under future zoning for the Property.
8. As long as it owns the Property or until this Environmental Covenant is terminated, MY agrees to make the inspection and file the report described in this section annually; once the property is transferred, any subsequent owner must fulfill the obligations described in this section. Each inspection shall be followed by a written report to the MDEP to be submitted every twelve (12) months that describes, in reasonable detail, the conditions at the Property and evaluates the effectiveness of the institutional controls described herein. The first report shall be submitted to MDEP no later than sixty (60) days following the one-year anniversary of the execution date of this Environmental Covenant specified below.
9. MY, or its duly authorized representatives or consultants, shall have the right, at any reasonable time and from time to time, after reasonable notice to the current owner of the Property, to enter upon the Property to the extent necessary to perform the samplings and inspections described in Sections 2 and 8, and to determine compliance with the restrictions set forth in this Environmental Covenant.
10. MDEP, or its duly authorized agents, or consultants and other independent contractors, shall have the right, at any time and from time to time, during normal business hours or pursuant to existing authority, to enter upon and inspect the Property (including sample collection) to determine compliance with the restrictions set forth in this Environmental Covenant.
11. This Environmental Covenant, and each and every covenant, restriction, agreement, and obligation set forth herein, shall be enforceable as provided by UECA at 38 M.R.S.A. § 3011. Enforcement may include, without limitation, any action or proceeding, at law or in equity, to enjoin, or restrain violation hereof, to compel compliance herewith, and/or to recover damages and costs for violation hereof. Such recoverable damages and costs shall include, without limitation, recovery for damages to property on behalf of the then owner thereof, for injury to persons and/or for reimbursement of any costs incurred by the parties seeking compliance herewith and in undertaking measures necessary to prevent risk of harm to the public for failure to comply herewith. Any forbearance as to enforcement of any of the terms hereof shall not be deemed a waiver of the right

to seek and obtain enforcement at any time thereafter as to the same violation or as to any other violation.

12. (i) Except as expressly provided immediately below in subsection 12(ii) below, this Environmental Covenant and each and every covenant, restriction, agreement, and obligation set forth herein, shall be a covenant running with the land in perpetuity, and shall be binding upon and inure to the benefit of all persons or entities having any right, title, or interest in and to the Property or any portion thereof, and their respective heirs, personal representatives, successors and assigns. Any present or future owner of the Property, or any portion thereof, by the acceptance of a deed of conveyance of all or any part of the Property or any interest therein, whether or not the deed shall so express, shall be deemed to have accepted the Property subject to this Environmental Covenant and, except as expressly provided in subsection 12(ii) below of this Environmental Covenant, shall be deemed bound by, obligated to comply with and otherwise subject to each and every covenant, restriction, agreement, and obligations set forth in this Environmental Covenant.
  - (ii) Notwithstanding anything to the contrary contained in this Environmental Covenant, the groundwater monitoring obligations set forth in Section 2 above of this Environmental Covenant are the obligations solely of MY and its successors, and no other persons or entities having any right, title, or interest in and to the Property or any portion thereof (including, without limitation, any fee owner thereof), nor any of their respective heirs, personal representatives, successors, or assigns, shall have any obligation to do the monitoring required under said Section 2.
13. By its execution hereof, MY represents that it is the sole owner of the Property and, based upon a title search, that there are no mortgages, easements or other encumbrances on the Property that would materially adversely affect the effectiveness or enforceability of this Environmental Covenant except for those easements and other encumbrances that have been identified from the title search and that are the subject of subordination agreements more or less contemporaneously recorded with this Environmental Covenant, and subject to the provisions of the letter from David P. Littell, DEP Commissioner to Gerald Poulin, MY President & CEO, Subject: Maine Yankee Environmental Covenant, dated March 20, 2008.
  14. MY, or any future owner of the Property or any portion thereof, or any other person or entity that derives its interest in the Property from, under, or through MY, may petition the MDEP (after ten (10) days prior notice to MY) to modify or remove some or all of the covenants and/or restrictions contained in this Environmental Covenant. The burden is upon the party seeking MDEP approval of the modification or removal of a restriction to show that the restriction is no longer reasonably necessary to protect public health and safety and the

environment. In the event MDEP approval is obtained, MDEP will modify those restrictions and/or covenants that, in the exercise of its sole reasonable discretion, it determines to be no longer necessary. Any such modification shall be governed by section 15 of this Environmental Covenant.

15. Both MY and MDEP are signatories and parties to this Environmental Covenant. The terms and conditions of this Environmental Covenant may not be amended or terminated except as authorized by the UECA at 38 M.R.S.A. § 3010(1). The MDEP hereby waives the consent of the then-current owner to amendment or termination, if the Property is not owned by MY or the MDEP at the time of amendment or termination, as authorized by UECA at 38 M.R.S.A. § 3010(1)(B).
16. If any part of this Environmental Covenant shall be decreed to be invalid by any court of competent jurisdiction, all of the other provisions hereof shall not be affected thereby and shall remain in full force and effect.
17. MY shall duly record this Environmental Covenant in the Lincoln County Registry of Deeds within thirty (30) days of receiving the executed document from the MDEP and shall, within thirty (30) days of receiving the recorded document from the Registry of Deeds, supply a copy to the MDEP and the other parties identified in the UECA at 38 M.R.S.A. § 3007(1) and notify the MDEP of the book and page at which it is recorded.
18. All notices and other communication under this Environmental Covenant shall be in writing and shall be sent by certified mail, return receipt requested, postage prepaid. All notices shall be deemed given upon the date the addressee receives the same. For the purposes of this Environmental Covenant, the addresses for MY and the MDEP shall be as follows, or such other address as any of the aforesaid entities may designate from time to time in a written notice to the other entities: (i) if to MY, Maine Yankee Atomic Power Company, 321 Old Ferry Road, Wiscasset, Maine 04578, to the attention of its President; and (ii) if to the MDEP, 17 State House Station, Augusta, Maine 04333-0017, to the attention of the Director of the Division of Oil and Hazardous Waste Facilities Regulation ("DOHWFR").
19. This Environmental Covenant shall be governed and interpreted in accordance with the laws of the State of Maine.

Exhibit A -- General Plan of Bailey Point Property Owned by Maine Yankee Atomic Power Company.

Exhibit B -- Metes and Bounds Description of Bailey Point Property Owned by Maine Yankee Atomic Power Company.

Exhibit C -- Letter from David P. Littell, DEP Commissioner to Gerald Poulin, MY President & CEO, Subject: Maine Yankee Environmental Covenant, dated March 20, 2008.

IN WITNESS WHEREOF, the parties hereto have executed this Environmental  
Covenant as of the 24<sup>th</sup> day of Aug., 2009.

MAINE YANKEE ATOMIC  
POWER COMPANY

By: *James Connell*

Name: JAMES CONNELL

Title: VICE PRESIDENT

STATE OF MAINE  
CUMBERLAND COUNTY, ss.

The above named JAMES CONNELL personally appeared before me  
this 24<sup>th</sup> day of AUGUST, 2009, and made oath that the foregoing is true and  
correct and based on his/her personal knowledge.

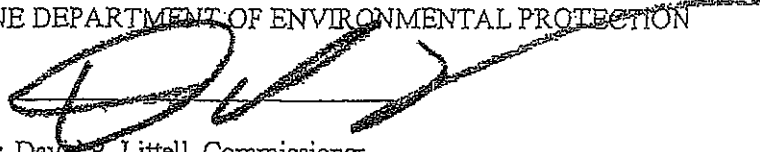
*Dianne C. Ursia*  
NOTARY PUBLIC

DIANNE C. URSIA  
Notary Public, Maine  
My Commission Expires April 16, 2013

ACKNOWLEDGED AND ACCEPTED AS HOLDER:

MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION

By:



Name: David P. Littell, Commissioner

STATE OF MAINE  
KENNEBEC COUNTY, ss.

The above named David P. Littell personally appeared before me  
this 8 day of October, 2009, and made oath that the foregoing is his free act  
and deed in said capacity and is the free act and deed of the MDEP.

Lynn A. Bastilier  
NOTARY PUBLIC Lynn Bastilier  
4/10/11

EXHIBIT A

GENERAL PLAN OF BAILEY POINT PROPERTY OWNED BY  
MAINE YANKEE ATOMIC POWER COMPANY

COPY



**General Plan of Bailey Point Property  
Owned by Maine Yankee Atomic Power Company**



Map base consists of aerial orthophotographs taken May 19, 2003, and the grid is based on the NAD 1983 UTM Zone 19N

Position of Mean Low Water is approximate and based on aerial photo interpretation and old site surveys where available

**Exhibit A**  
May 10, 2007

EXHIBIT B

METES AND BOUNDS DESCRIPTION OF  
BAILEY POINT PROPERTY OWNED BY  
MAINE YANKEE ATOMIC POWER COMPANY

A certain lot or parcel of land located on the southerly side of the Old Ferry Road in the Town of Wiscasset, County of Lincoln, State of Maine, bounded and described as follows, including a portion of the property conveyed by Cumberland Securities Corporation to Maine Yankee Atomic Power Company dated November 25, 1968 and recorded in the Lincoln County Registry of Deeds in Book 651, Page 273 and including a portion of the property conveyed by George H. Wilson and Marcia B. Wilson to Maine Yankee Atomic Power Company, dated February 28, 1969 and recorded in the Lincoln County Registry of Deeds in Book 637, Page 459:

Beginning at a point on the apparent high water mark of the northwesterly shore of the Back River, said point and true point of beginning lying South  $34^{\circ}37'03''$  East from an iron pin;

Thence, from the said true point of beginning by the following courses and distances:

Thence, North  $34^{\circ}37'03''$  West along other land now or formerly of Maine Yankee Atomic Power Company ("MYAPC") Sixty (60) feet, more or less, to an iron pin set near the shore of said river;

Thence, North  $34^{\circ}37'03''$  West along other land now or formerly of MYAPC a distance of five hundred ten and 00/100 (510.00) feet to an iron pin at the apparent southwesterly line of the Old Ferry Road;

Thence, along the apparent southwesterly line of the Old Ferry Road by the following courses:

North  $34^{\circ}37'03''$  West, 1999.47 feet, more or less, to an iron pin;

North  $37^{\circ}03'29''$  West, crossing the MYAPC Spur Track and an easement of the Central Maine Power Company as described in the instruments recorded in the Lincoln County Registry of Deeds in Book 670, Page 312, and Book 779, Page 176, a distance of 413.75 feet, more or less, to an iron pin;

North  $38^{\circ}53'46''$  West, 73.14 feet, more or less, to an iron pin set near the southwesterly end of a culvert crossing the said Old Ferry Road at the apparent centerline of Young's Brook;

Thence, southerly by the centerline and thread of Young's Brook, also known as Phinney's Creek, and continuing southerly by the waters of Bailey Cove, and continuing by the waters of Bailey Cove and the Back River generally southerly to the most southerly part of Bailey Point, and then easterly and northerly around Bailey Point by the waters of the Back River to the said point of beginning; together with and including Little Oak Island and Foxbird Island, and the shore and flats adjacent to Bailey Point, Little Oak Island and Foxbird Island.

EXHIBIT C

LETTER FROM DAVID P. LIDDELL, DEP COMMISSIONER TO GERALD POULIN,  
MY PRESIDENT & CEO, SUBJECT: MAINE YANKEE ENVIRONMENTAL  
COVENANT, DATED MARCH 20, 2008



STATE OF MAINE  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

JOHN ELIAS BALDACCI  
GOVERNOR

DAVID P. LITTELL  
COMMISSIONER

March 20, 2008

Mr. Gerald Poulin, President & CEO  
Maine Yankee Atomic Power Company  
321 Old Ferry Road  
Wiscasset, Maine 04578

SUBJECT: Maine Yankee Environmental Covenant

Dear Mr. Poulin:

I understand that in the course of preparing an Environmental Covenant required by the Compliance Order by Consent executed in November 2007, the Maine Yankee Atomic Power Company has identified numerous Department of Environmental Protection (DEP) documents recorded at the Registry of Deeds. As to the recorded orders, licenses, and other documents issued by DEP (list provided by Maine Yankee attached), to the extent allowed by law, DEP will interpret and enforce these documents in such a manner that they will not conflict with or affect the activity and use limitations of the Environmental Covenant.

Sincerely,

David P. Littell  
Commissioner

ATTACHMENT

Pc: Scott Whittier, Division Director DOHWFR  
Ken Gray, Pierce Atwood  
Joe Fay, General Counsel for Maine Yankee  
James Connell, Maine Yankee ISFSI Manager  
Joan M. Jones, DEP

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

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

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

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

MAINE YANKEE ATOMIC POWER COMPANY  
MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION AND  
MAINE BOARD OF ENVIRONMENTAL PROTECTION DOCUMENTS

1. State of Maine Department of Environmental Protection Board Order Closure Plan for Interim Hazardous Waste, Maine Hazardous Waste, Septage and Solid Waste Management Act, Findings of Fact and Order, dated February 13, 1985 and recorded December 12, 1985 in Book 1356, Page 273.
2. State of Maine Department of Environmental Protection Site Location of Development, Natural Resource Protection Water Quality Certificate, Findings of Fact and Order, dated May 21, 1992 and recorded June 8, 1992 in Book 1783, Page 293.
3. State of Maine Department of Environmental Protection Facility Expansion Modifications of Findings of Fact and Order, dated September 1, 1992 and recorded September 22, 1992 in Book 1814, Page 16.
4. State of Maine Department of Environmental Protection Condition Compliance Notice, dated October 1, 1992 and recorded October 16, 1992 in Book 1820, Page 334.
5. State of Maine Department of Environmental Protection Facility Modification of Findings of Fact and Order, dated July 7, 1993 and recorded July 22, 1993 in Book 1895, Page 158.
6. State of Maine Department of Environmental Protection Site Location of Development, Modification of Finding of Fact and Order, dated February 10, 1994 and recorded February 25, 1994 in Book 1956, Page 326.
7. State of Maine Department of Environmental Protection Site Location of Development, Modification of Finding of Fact and Order, dated July 25, 1994 and recorded August 2, 1994 in Book 1998, Page 295.
8. State of Maine Department of Environmental Protection Site Location of Development, Modification of Finding of Fact and Order, dated February 17, 1995 and recorded March 13, 1995 in Book 2045, Page 41.
9. State of Maine Department of Environmental Protection Site Location of Development, Modification of Finding of Fact and Order, dated September 22, 1995 and recorded October 2, 1995 in Book 2091, Page 187.
10. State of Maine Department of Environmental Protection Site Location of Development, Modification of Finding of Fact and Order, dated February 1, 1996 and recorded February 1, 1996 in Book 2124, Page 48.

11. State of Maine Department of Environmental Protection Site Location of Development, Modification of Finding of Fact and Order, dated July 28, 1997 and recorded August 13, 1997 in Book 2262, Page 292.
12. State of Maine Department of Environmental Protection Site Location of Development, Modification of Finding of Fact and Order, dated May 20, 1998 and recorded June 22, 1998 in Book 2353, Page 101.
13. State of Maine Department of Environmental Protection Site Location of Development, Modification of Finding of Fact and Order, dated January 21, 1999 and recorded February 17, 1999 in Book 2432, Page 272.
14. State of Maine Department of Environmental Protection Condition 3 Compliance, dated June 29, 1999 and recorded July 9, 1999 in Book 2476, Page 257.
15. State of Maine Department of Environmental Protection Modification of Findings of Fact and Order, dated July 20, 1999 and recorded July 26, 1999 in Book 2481, Page 245.
16. State of Maine Department of Environmental Protection Phase II Decommissioning Finding of Fact and Order, dated August 9, 1999 and recorded September 10, 1999 in Book 2498, Page 105.
17. State of Maine Department of Environmental Protection Modification of Findings of Fact and Order, dated September 13, 1999 and recorded October 7, 1999 in Book 2506, Page 187.
18. State of Maine Department of Environmental Protection Tier 1/Tier 2 Decision re: Wetland Alterations, dated September 13, 1999 and recorded October 7, 1999 in Book 2506, Page 191.
19. State of Maine Department of Environmental Protection Modification of Findings of Fact and Order, dated November 10, 1999 and recorded November 17, 1999 in Book 2518, Page 87.
20. State of Maine Department of Environmental Protection Modification of Findings of Fact and Order, dated March 3, 2000 and recorded May 11, 2000 in Book 2561, Page 113.
21. State of Maine Department of Environmental Protection Board Order Site Location of Development Amendment - Independent Spent Fuel Storage Installation, Findings of Fact and Order, dated July 6, 2000 and recorded August 3, 2000 in Book 2585, Page 236.
22. State of Maine Department of Environmental Protection Board Order Freshwater Wetland Alteration Water Quality Certificate Findings of Fact and Order, dated July 6, 2000 and recorded August 3, 2000 in Book 2585, Page 243.

23. State of Maine Department of Environmental Protection Condition 3 Compliance on the Independent Spent Fuel Storage Installation, Findings of Fact and Order, dated August 23, 2000 and recorded September 1, 2000 in Book 2594, Page 275.
24. State of Maine Department of Environmental Protection Condition 4 Compliance on the Independent Spent Fuel Storage Installation, Findings of Fact, and Order, dated November 14, 2000 and recorded November 29, 2000 in Book 2621, Page 45.
25. State of Maine Department of Environmental Protection Modification of Findings of Fact and Order, dated March 15, 2001 and recorded March 26, 2001 in Book 2657, Page 34.
26. State of Maine Department of Environmental Protection Modification of Findings of Fact and Order, dated November 15, 2001 and recorded November 28, 2001 in Book 2764, Page 48.
27. State of Maine Department of Environmental Protection Site Location Modification, Coastal Wetland Alteration Findings of Fact and Order, dated February 6, 2002 and recorded February 15, 2002 in Book 2809, Page 268.
28. State of Maine Department of Environmental Protection Ferry Road Development - Maine Yankee Backland, Modification of Findings of Fact and Order, dated August 26, 2004 and recorded September 10, 2004 in Book 3358, Page 220.
29. Corrected State of Maine Department of Environmental Protection Ferry Road Development - Maine Yankee Backland, Modification of Findings of Fact and Order, dated October 5, 2004 and recorded October 20, 2004 in Book 3381, Page 80.
30. State of Maine Department of Environmental Protection Partial Transfer from Maine Yankee Atomic Power Company to Ferry Road Development, dated August 26, 2004 and recorded September 10, 2004 in Book 3358, Page 224.
31. Corrected State of Maine Department of Environmental Protection Partial Transfer from Maine Yankee Atomic Power Company to Ferry Road Development, Corrected Order, dated October 5, 2004 and recorded October 20, 2004 in Book 3381, Page 77.
32. State of Maine Department of Environmental Protection Site Location Minor Revision, Access Control and Gatehouse, Findings of Fact and Order, dated June 9, 2005 and recorded June 24, 2005 in Book 3504, Page 156.
33. State of Maine Department of Environmental Protection Department Order, Minor Revision of Findings of Fact and Order regarding Electrical Substation dated December 15, 2006 and recorded January 3, 2007 in Book 3795, Page 80.
34. State of Maine Department of Environmental Protection Order, Site Preparation, Site Location Modification to install utilities, dated November 10, 1999 and recorded November 17, 1999 in Book 2518, Page 87.



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Bk 4212 P#178 #11764  
10-16-2009 @ 08:56a

SUBORDINATION AND INDEMNIFICATION AGREEMENT

Site Name: Bailey Point Property – Maine Yankee Atomic Power Company.

Property Location: On the southerly side of the Old Ferry Road in the Town of Wiscasset, Maine (the "Property"), which Property is a portion of the real estate described in deeds to Cumberland Securities Corporation dated November 25, 1968 and recorded in the Lincoln County Registry of Deeds in Book 651, Page 73, and George H. Wilson and Marcia B. Wilson dated February 28, 1969 and recorded in said Registry of Deeds in Book 637, Page 459.

Maine Yankee Atomic Power Company ("Maine Yankee") is the current owner of the Property and, at the request of the Maine Department of Environmental Protection ("DEP"), is entering into an Environmental Covenant ("Covenant") with the DEP that is being recorded on or about the same date as this Subordination and Indemnification Agreement. In compliance with the Covenant, DEP has approved a Soil Management Plan ("Soil Management Plan") to govern any excavation or boring of soil on the Property. The Soil Management Plan is attached hereto as Exhibit A.

The Town of Wiscasset, a Maine municipal corporation with it place of business in the Town of Wiscasset ("Wiscasset"), is the holder of an Easement granting title rights in and around a sewer force main and pump station located on a portion of said Property, said Easement ("Easement") dated December 13, 1999 and recorded in the Lincoln County Registry of Deeds in Book 2525, Page 233. Wiscasset also has certain rights relating to an underground sewer line pursuant to an Assignment of Agreement ("Assignment") between Maine Yankee Atomic Power Company and the Town dated April 2, 1991 and recorded in the Lincoln County Registry of Deeds Book 1689, Page 174. (The Assignment is of all the interest of Maine Yankee Atomic Power Company in and to a certain Agreement for Statement of Noninterference by and between Central Maine Power Company dated December 22, 1989, relating to construction, maintenance, and repair of an underground sewer line along and across a strip of land subject to an easement of Central Maine Power Company (the 1989 Agreement for Statement of Noninterference is not recorded in the Registry of Deeds).)

Wiscasset does hereby subordinate the Easement and Assignment to the Covenant and to the rights, requirements and limitations created by and under the Covenant as if, for all purposes, the Covenant had been executed, delivered and recorded prior to the execution, delivery and recordation of the Easement and Assignment, and hereby agrees that the exercise of its rights and remedies under the Easement and Assignment shall not affect, in any manner, the Covenant, provided that Wiscasset, as owner of Easement and Assignment interests only, (i) accepts no affirmative obligations or liabilities for annual inspection and reporting as set forth in Paragraph 8 of the Covenant, such inspections and reporting to be the affirmative obligation of Maine Yankee or its successors who own the fee interest in the Property, and (ii) does not by this subordination succeed to the responsibilities or obligations of "Owner/Operator" as defined in Paragraph 1 of the Soil Management Plan. Specifically, Wiscasset agrees, for itself and its successors and assigns, that the Easement and Assignment shall be subject and subordinate to the

Covenant and to rights, requirements and limitations created by and under the Covenant to the extent that the interests created under the Easement and Assignment affect the Property.

More particularly, Wiscasset agrees, for itself and its successors and assigns, that its exercise of its rights under the Easement and Assignment to construct, maintain, repair and replace sewer lines and construct, maintain, repair, replace and upgrade the sewer force main and pump station, including any requisite soils excavation, and any other exercise of its rights under the Easement and Assignment (collectively referred to herein as "Wiscasset's Activities") shall be conducted in accordance with Paragraph 4 of the Covenant and with the Soil Management Plan.

In connection with Wiscasset's Activities and in compliance with Paragraph 2.0 of the Soil Management Plan, Wiscasset agrees to provide to Maine Yankee advance notice and description of any proposed excavation, including any estimated costs Wiscasset may anticipate arising from compliance with the Covenant, (1) to allow Maine Yankee to implement the Soil Management Plan, which requires Maine Yankee to observe excavation by Wiscasset and (2) to allow Maine Yankee to take reasonable steps to mitigate costs where practicable, provided that Wiscasset will not be limited in any recovery hereunder to its estimated costs as identified in the notice. To the extent Wiscasset anticipates any costs arising from compliance with the Soil Management Plan, Wiscasset agrees to take reasonable steps to mitigate costs, where practicable.

In consideration for Wiscasset's consent to subordinate its Easement and Assignment interests in the Property to the Covenant, Maine Yankee covenants, on behalf of itself and its successors in interest to the fee ownership of the Property, as follows:

- 1) Maine Yankee will use reasonable efforts in conducting groundwater monitoring under Paragraph 2 of the Covenant to avoid interference with Wiscasset's Activities allowed under the Easement and Assignment;
- 2) Maine Yankee shall be responsible for reasonable costs and expenses, including but not limited to reasonable indirect expenses associated with project delays due to discovery of and remediation of discovered contaminants, incurred by Wiscasset as a result of compliance with the terms of the Covenant and the Soil Management Plan and shall pay all such costs and expenses promptly after timely demand therefore;
- 3) Maine Yankee agrees to indemnify and hold harmless Wiscasset against any claims or causes of action asserted against Wiscasset by any person or entity, to the extent such claims or causes of action arise from activities under either the Covenant or the Soil Management Plan, including but not limited to claims or causes of action arising from: (i) Maine Yankee's monitoring and response activities related to soils excavation necessary for Wiscasset to exercise its rights under the Easement and Assignment, (ii) contact with environmental contaminants discovered in the course of such activities, or (iii) Maine Yankee's remediation and disposal of environmental contaminants discovered in the course of such activities; and
- 4) Maine Yankee agrees to indemnify and hold harmless Wiscasset against any claims or causes of action asserted against Wiscasset by the Maine Department of Environmental Protection, or successor governmental agency, for penalties, fees, remediation costs, or

other damages to the extent such claims or causes of action arise from (i) Maine Yankee's performance, or failure to perform, in accordance with the Covenant or the Soil Management Plan, and (ii) the existence of any environmental contaminants discovered during compliance with the Covenant or the Soil Management Plan.

The indemnifications included in this Subordination and Indemnification Agreement do not include or address the value of any real property or alleged loss of value, or damages for loss, if any.

Except as provided otherwise in this Subordination and Indemnification Agreement, Wiscasset agrees to indemnify and hold harmless Maine Yankee against any claims or causes of action asserted against Maine Yankee by the Maine Department of Environmental Protection, or successor governmental agency, for penalties, fees, remediation costs, or other damages to the extent such claims or causes of action arise from (i) Wiscasset's Activities on the Property beyond the control of Maine Yankee, regardless of whether conducted in accordance with the Covenant or the Soil Management Plan, to the extent that such Activities violate federal or state law or regulations and are not mandated by the Covenant or Soil Management Plan, and (ii) activities of Wiscasset that are not in accordance with its obligations under this Subordination and Indemnification Agreement.

This indemnification agreement includes a right to reimbursement of reasonable attorneys' fees incurred by Wiscasset or Maine Yankee in responding, in any way, to any now pending or subsequently initiated, suits, claims, judgments, costs or expenses of any kind, including any fees, penalties or attorneys' fees, associated with any claims or causes of action indemnified against hereunder, as well as those incurred by Wiscasset or Maine Yankee in enforcing the above-stated covenants and this Subordination and Indemnification Agreement.

WITNESS the execution hereof under seal this 14<sup>th</sup> day of July, 2009.

TOWN OF WISCASSET:

By: Robert Blagden  
Its: Chairman Board of Selectmen duly authorized

STATE of MAINE  
Lincoln County, ss.

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of July, 2009, by Robert Blagden, duly authorized Selectman of the Town of Wiscasset, on behalf of the same.

Lisa Gorman  
Notary Public  
Printed Name: Lisa Gorman  
My Commission Expires: June 9, 2016

MAINE YANKEE ATOMIC POWER COMPANY;

By: [Signature]  
Its: VICE PRESIDENT, duly authorized

STATE of MAINE  
~~Lincoln~~ County, ss  
CUMBERLAND

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of AUGUST, 2009, by JAMES CONNELL, duly authorized VICE-PRESIDENT of the Maine Yankee Atomic Power Company, on behalf of the same.

[Signature]  
Notary Public  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

DIANNE C. URSIA  
Notary Public, Maine  
My Commission Expires April 16, 2013

**AMENDMENT TO ENVIRONMENTAL COVENANT**

The Environmental Covenant granted by **MAINE YANKEE ATOMIC POWER COMPANY** (“MY”), a Maine Corporation (“Grantor”) on August 24, 2009 to Holder **MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION** (“MDEP” or “Holder”), on property located on the southerly side of Old Ferry Road, Wiscasset, Maine, known as Bailey Point, which property is more fully described in Exhibit B of the Environmental Covenant (the “Property”) that was duly recorded in the Lincoln County Registry of Deeds in **Book 4212, Page 156**, is hereby amended by consent.

WHEREAS, the MDEP entered into a Compliance Order by Consent with MY with an effective date of December 3, 2007, and required groundwater monitoring in certain areas of the Property, as well as the implementation of activity and use limitations under the Environmental Covenant;

WHEREAS, MDEP has reviewed the “Analysis of Maine Yankee Groundwater Conditions and Monitoring Program, and Recommendations” by GEI Consultants, Inc., dated October 4, 2017 (“2017 Analysis of Maine Yankee Groundwater Conditions”) and concluded that there is no need for continued groundwater monitoring on the Property;

WHEREAS, the Soil Management Plan approved by MDEP, which is recorded in a document recorded in the Lincoln County Registry of Deeds in Book 4212, Page 178, may be simplified and updated, and given the control that MY now exercises over the Property, annual reporting on compliance with the environmental covenant may be adjusted to allow less frequent reporting;

WHEREAS, the Environmental Covenant remains in full force and effect, except as amended herein;

WHEREAS, Paragraph 15 of the Environmental Covenant and the Maine Environmental Covenants Act, 38 M.R.S. § 3010(1), allow amendments to the Environmental Covenant; and whereas, the Maine Uniform Environmental Covenants Act, 38 M.R.S. § 3010(2), provides that an interest holder may consent to an amendment of a covenant;

NOW, THEREFORE, the Environmental Covenant is hereby amended as follows:

1. Paragraph number 2 is deleted.
2. Paragraph 4, subparagraphs (ii) and (iii) are amended to read as follows:

(ii) construction at or below the water table although MDEP approval may be provided if MDEP determines there is minimal impact on groundwater and/or MDEP approves a dewatering management plan with conditions that may be necessary to protect human health and the environment, except that construction at or below the water table is allowed without conditions in those areas designated in Figure 1; and

(iii) excavation or boring of soils on the Property, except in accordance with the Media Management Plan attached as Exhibit 1.

3. Paragraph 5 is revised to read as follows:

MY or the then-current owner shall provide a copy of this Environmental Covenant, as amended, to easement holders, and to tenants and lessees at or before the date of such tenancy or lease, and to any contractors or agents of MY or the then-current owner at or before the commencement of any activities that may involve soil excavation or contact with groundwater that is prohibited by Paragraph 4.

4. Paragraph 8 is revised to read as follows:

As long as it owns the Property or until this Environmental Covenant, as amended, is terminated, MY agrees to make the inspection and file the report described in this section every five years; once the Property is transferred, any subsequent owner must fulfill the obligations described in this section. Each inspection shall be followed by a written report to the MDEP that describes, in reasonable detail, the conditions at the Property and evaluates the effectiveness of the institutional controls described herein. The first report shall be submitted to MDEP no later than sixty (60) days following the five-year anniversary of the execution date of this Amendment to Environmental Covenant specified below.

5. MY shall duly record this Amendment to Environmental Covenant in the Lincoln County Registry of Deeds within thirty (30) days of receiving the executed document from the MDEP and shall, within thirty (30) days of receiving the recorded document from the Registry of Deeds, supply a copy to the MDEP and the other parties identified in the UECA at 38 M.R.S. § 3007(1) and notify the MDEP of the book and page at which it is recorded.

FIGURE 1 – Maine Yankee Areas where Construction May Occur at or Below the Water Table

EXHIBIT 1 – Media Management Plan

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Environmental Covenant as of the \_\_\_\_ day of \_\_\_\_\_, 2018.

MAINE YANKEE ATOMIC POWER COMPANY

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF MAINE

COUNTY OF CUMBERLAND, ss.

On \_\_\_\_\_, 2018, then personally appeared before me the above named \_\_\_\_\_, \_\_\_\_\_ of Maine Yankee Atomic Power Company, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Maine Yankee Atomic Power Company.

\_\_\_\_\_  
Notary Public

Printed Name:

My Commission expires:

ACKNOWLEDGED AND AGREED TO BY:  
MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: \_\_\_\_\_  
Name: David Burns  
Title: Director, Bureau of Remediation and Waste Management

STATE OF MAINE  
COUNTY OF KENNEBEC, ss.

The above-named David E. Burns personally appeared before me this \_\_ day of \_\_\_\_\_, 2018 in his capacity as Bureau Director and acknowledged the foregoing to be his free act and deed in his said capacity and the free act and deed of the Maine Department of Environmental Protection.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

My Commission Expires: \_\_\_\_\_



**CONSENT OF PARTIES THAT SUBORDINATED TO THE ENVIRONMENTAL COVENANT**

*[This draft is for Maine Electric Power Company. Each subordinated party will have its own entity-specific consents. The five parties are: Maine Electric Power Company, Inc., Central Maine Power Company, Town of Wiscasset, Northern New England Telephone Operations LLC, and the State of Maine Department of Transportation]*

Whereas, Maine Electric Power Company, Inc. subordinated its interests in the Property to the Environmental Covenant by instrument dated March 10, 2009 and recorded in Lincoln County Registry of Deeds in Book 4212, Page 172, and now wishes to consent to this Amendment of Environmental Covenant.

Now therefore, Maine Electric Power Company, Inc. hereby consents to the Amendment of Environmental Covenant this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Maine Electric Power Company, Inc.

\_\_\_\_\_

By:

Its:

STATE OF MAINE

COUNTY OF \_\_\_\_\_, ss.

On \_\_\_\_\_, 2018 then personally appeared before me the above- named \_\_\_\_\_, \_\_\_\_\_ of Maine Electric Power Company, Inc. and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Maine Electric Power Company, Inc.

\_\_\_\_\_

Notary Public

Printed Name:

My Commission expires:

**FIGURE 1**  
**MAINE YANKEE AREAS WHERE CONSTRUCTION MAY OCCUR AT OR BELOW THE**  
**WATER TABLE**



## EXHIBIT 1

### MEDIA MANAGEMENT PLAN BAILEY POINT PROPERTY, MAINE YANKEE ATOMIC POWER COMPANY JANUARY 2018

NOTE: This Media Management Plan is Exhibit 1 to the Amendment of Environmental Covenant adopted and recorded in 2018.

#### 1. Potential Contaminant Identification for Soils and Media and Materials During Excavation

Visual and olfactory observation of soil and other media (e.g., groundwater, if encountered) as well as containers or debris ("Materials") for suspicious characteristics shall be made by an experienced environmental professional, job supervisor, equipment operator, engineer, or other excavation personnel throughout the work, including excavation, installation, and filling activities. Soil or media or Materials shall be observed for evidence of contamination; by way of example, any of the following shall be deemed potentially contaminated or "Suspect":

- Oil or chemical odors, or vapors
- Ash or tar-like substances or slag
- Discolored soil or asphalt-like material
- Bricks
- Scrap metal
- Oil residues, stains or unusual discoloration
- A sheen or floating oil or other substance on the water surface
- Fibrous material
- Unusual textures, such as powders, crystals, fibers or beads
- Flash fire in excavation or excavated soil

Any containers of liquids, gases or unknown Materials shall also be deemed as Suspect. Such containers may include, but are not limited to:

- Metal drums and other containers
- Glass jars and vials
- Metal cylinders
- Paint-type cans
- Aerosol spray cans

#### 2. Stoppage of Work if Suspect Soils, Media or Materials are Encountered

If evidence of potential contamination of soil, media or Materials is encountered during excavation (see section 1 above), work must be stopped and the soils, media or Materials characterized by appropriate sampling or testing before further excavation or handling.

3. Excavation and Handling of Suspect or Contaminated Soils, Media or Materials

- a. Persons handling contaminated soils, media or Materials should have all requisite training as and if required by applicable law, such as OSHA HAZWOPER, 29 C.F.R. § 1910.120, which may include a Health and Safety Plan (HASP) or equivalent as and if required by applicable law. Adhere to any HASP required by law.
- b. Monitor suspect or contaminated soils, media or Materials for indications of contamination by using appropriate standard sampling and analytical methods, which may include olfactory methods, visual observation, and field screening which may include using a photo ionization detector (PID). Results of soil characterization shall be reviewed and approved before treatment, reuse or disposal off-site in Maine or replacement on site.
- c. Contain soil, media or Materials that display indications of petroleum or hazardous substance contamination by appropriate synthetic barriers, under, around and over the pile.
- d. Excavated material may be replaced or beneficially reused on-site if approved by the DEP in accordance with applicable laws on beneficial reuse.
- e. Excavated material may be disposed of off-site in accordance with applicable laws and rules.

**CONSENT TO AMENDMENT OF ENVIRONMENTAL COVENANT**

Whereas, the Town of Wiscasset, a Maine municipal corporation with its place of business in the Town of Wiscasset (Wiscasset), subordinated its interests in the Property to the Environmental Covenant by instrument dated July 14, 2009 and recorded in Lincoln County Registry of Deeds in Book 4212, Page 178 (2009 Subordination and Indemnification Agreement), and now wishes to consent to this Amendment of Environmental Covenant.

Whereas, Wiscasset and Maine Yankee Atomic Power Company reached certain agreements in the 2009 Subordination and Indemnification Agreement;

Now therefore, Wiscasset hereby consents to the Amendment to Environmental Covenant and Wiscasset and Maine Yankee Atomic Power Company hereby agree that the 2009 Subordination and Indemnification Agreement shall remain in effect and continue to be binding on Maine Yankee Atomic Power Company and Wiscasset, and the parties hereby agree that the Media Management Plan adopted pursuant to the Amendment of Environmental Covenant shall replace the Soil Management Plan referred to in the 2009 Subordination and Indemnification Agreement.

In witness whereof, Wiscasset has caused this instrument to be signed in its name  
By \_\_\_\_\_, it's duly authorized \_\_\_\_\_, this \_\_\_\_\_ day  
of October, 2018.

**TOWN OF WISCASSET**

By: \_\_\_\_\_  
(Printed name)

Its: \_\_\_\_\_  
(Title)

STATE OF MAINE  
COUNTY OF LINCOLN, ss.

On \_\_\_\_\_, 2018 then personally appeared before me the above-named \_\_\_\_\_, a duly authorized agent or officer of the Town of Wiscasset, on behalf of the Town of Wiscasset, and acknowledged the foregoing instrument to be his/her free act and deed in his/her capacity and the free and deed of the Town of Wiscasset.

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

**MAINE YANKEE ATOMIC POWER COMPANY**

By: \_\_\_\_\_  
(Printed name)

Its: \_\_\_\_\_  
(Title)

STATE OF MAINE  
COUNTY OF \_\_\_\_\_, ss.

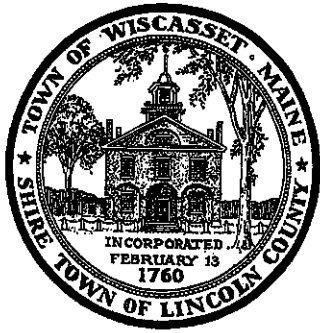
On \_\_\_\_\_, 2018 then personally appeared before me the above-named  
\_\_\_\_\_, an employee of Maine Yankee Atomic Power Company, on  
behalf of Maine Yankee Atomic Power Company.

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

16d



# Town of Wiscasset Office of the Town Clerk

51 Bath Road, Wiscasset ME 04578 (207)882-8200 ext.104

November 6, 2018

To the Chief of Maine State Police:

Huntoon Hill Grange #398, Wiscasset, Maine, has blanket approval from the Board of Selectmen of the Town of Wiscasset, to operate Beano/Bingo and Games of Chance, consisting of Sealed Tickets, for the year of 2019.

\_\_\_\_\_  
Judith R. Colby, Chair

\_\_\_\_\_  
Benjamin L. Rines, Vice Chair

\_\_\_\_\_  
Katharine G. Martin-Savage, Selectman

\_\_\_\_\_  
Kimberly H. Andersson, Selectman

\_\_\_\_\_  
Robert L. Blagden, Selectman

COPY

**Kathleen Onorato**

---

10e

**From:** Wendy Donovan <magnlya@yahoo.com>  
**Sent:** Wednesday, October 17, 2018 11:03 AM  
**To:** Kathleen Onorato  
**Subject:** Preservation commission

Hi Kathleen -

Please accept this email as formal notification of my resignation from the Historic Preservation Commission, effective September 20, 2018. I have enjoyed my time serving on the Commission and appreciate the opportunity. Unfortunately personal commitments make it impossible for me to continue at this time.

Sincerely,  
Wendy Donovan





STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION  
REGION 2  
98 STATE HOUSE STATION  
AUGUSTA, MAINE 04333-0098

105

Paul R. LePage  
GOVERNOR

David Bernhardt  
COMMISSIONER

September 26, 2018

Marian Anderson, Town Manager Administrator  
Town of Wiscasset  
51 Bath Road  
Wiscasset, ME 04578

Subject: Highway Resurfacing  
Federal Project Number: 2380500  
Project Number: 023805.00  
Route 1

Dear Ms. Anderson:

The Maine Department of Transportation is currently working on estimating a 1¼" Overlay Surface Highway Resurfacing Project on Route 1 in the Towns of Woolwich and Wiscasset for advertisement of the subject project for competitive bids in the first quarter of 2020. Construction will occur during the summer and early fall months of 2020; exact start and completion dates will be forwarded once a schedule from the Contractor has been reviewed and approved.

The project is further described as follows:

*Beginning 0.25 of a mile north of Montsweag Road and extending northerly 3.90 miles.*

**After the new pavement is placed, no permit to open this segment of highway will be granted for a period of three (3) years except as provided in Title 23, M.R.S.A. §3352.** The purpose of this letter is to make the necessary notifications of the project to abutters, municipal officials and occupants of the highway under the provisions of 23 M.R.S.A. § 3351.

**We hereby request that you provide a copy of this notice to all municipal officials, employees and boards with responsibilities for utility and/or land-use planning/permitting, and that you post this letter on any municipal public bulletin boards, media outlets and/or municipal websites as public meeting will not be held regarding this project unless specifically requested by the municipality.**

**The Department would like to know if there are any events or known traffic generators that would impact this project.** Should you have any questions, concerns or other areas of interest, we would appreciate your comments and input. Please feel free to contact me at (207)-215-4051 with any questions or concerns.

Sincerely,

Douglas C. Coombs, P.L.S.  
Senior Project Manager Highway Program, Region 2  
douglas.coombs@maine.gov



**CENTRAL MAINE  
POWER**

10g

October 19, 2018

Dear Municipal or County Official,

Last September, Central Maine Power Company (CMP) filed applications with the Maine Department of Environmental Protection (MDEP) for construction of the New England Clean Energy Connect (NECEC), an electric transmission line from the border with Quebec in Beattie Township to a new converter station in Lewiston. The project also includes several upgrades to CMP's existing electrical transmission network between Lewiston and Pownal, between Windsor and Wiscasset, and in Cumberland.

CMP has provided supplemental information to that filing which is available for public use on the MDEP and State of Maine Land Use Planning Commission (LUPC) websites.

The supplemental information can be accessed by visiting the MDEP's website, <https://www.maine.gov/dep/land/projects/necec/index.html> and the LUPC's website [https://www.maine.gov/dacf/lupc/projects/site\\_law\\_certification/slc9.html](https://www.maine.gov/dacf/lupc/projects/site_law_certification/slc9.html).

Approximately 73% of the 147-mile transmission line will be built within CMP's existing transmission corridor. The remainder of the line will be built in an undeveloped corridor owned or controlled by CMP through working forestland in western Somerset and Franklin counties.

The NECEC will be capable of delivering up to 1,200 megawatts of clean, renewable energy to the New England power grid. CMP submitted the NECEC in response to a Request for Proposals issued by Massachusetts as part of its initiative to reduce greenhouse gas emissions.

The project will benefit Maine in multiple ways, including providing average annual wholesale energy cost savings of over \$40 million for twenty years. Maine communities that host the project will benefit from approximately \$18 million in increased property tax revenue that will be spread across these communities on an annual basis. Those host communities may also benefit from the creation of nearly 1,700 direct and indirect new jobs during each year of the 6-year period for permitting and construction of the project. None of the costs of the NECEC project will be paid by Maine electricity customers.

If you have any questions about the project or would like to speak to someone about this proposal, please call us at **(866) 676-3232** or email us at **[info@necleanenergyconnect.com](mailto:info@necleanenergyconnect.com)**.

Sincerely,

Central Maine Power Company



**AVANGRID**



109

Dear Town and County Leaders,

We are a group of 4,000+ members, including concerned Maine Residents and Taxpayers, from diverse backgrounds who are opposed to CMP's proposed New England Clean Energy Connect Project. NECEC is a 145-mile transmission line that would be installed from Beattie Township on the Canadian Border through the Boundary Mountains, under the Kennebec River gorge, and expand existing corridor south to Lewiston. A new substation would be constructed in Pownal, and upgrades are planned for substations in Sabbathus, Cumberland, and Lewiston. A second line would be expanded from Windsor to Wiscasset. Substation upgrades are also proposed in this line would bring electricity to Massachusetts with negligible benefit to Mainers.

CMP's strongest argument for local support is the tease of tax revenue but the record shows they historically inflate those estimates. We are also concerned about NECEC's negative impacts on Maine's environment, waterways, wildlife, scenic character, and recreational tourism economy. Hydro-Quebec's power would be diverted from other markets and not reduce global CO2 emissions. Those opposed to this project range from municipalities such as Caratunk, West Forks, Alna, New Sharon, The Forks, Moose River, Dennistown and also include many thousands of residents, organizations, and businesses throughout Maine. The Towns of Jackman, Alna, Caratunk, New Sharon, Wilton have expressed concerns and have filed formal petitions to intervene at the PUC.

We are writing to encourage you, as leaders in your town and county, to take a stance *against* this project or at least move to a neutral position of neither for nor against it. The information in this packet is to provide you with data and supporting documentation to help you review the possible merits and many negative impacts of this project for this state and especially to your municipality. To date, there have been over 600 public comments, hundreds of additional testimonies, and evidence entered to the Public Utilities Commission (PUC) and submitted to the Somerset County Commissioners. We are also enclosing a packet including numerous articles and tax files that provide further insight as to why your town should develop a stance of opposition to NECEC. We hope you, as caretakers of your municipalities, find this information useful and helpful. We encourage you to re-evaluate any submissions or testimony you may have or have heard from Central Maine Power owned by the Spanish Company AVANGRID about possible benefits to towns. We encourage you to not simply accept CMP's representations as fact – all of the benefits they assert, including the number of jobs, ratepayer benefits, and levels of new taxes, are in dispute at the PUC.

1. Garnett Robinson, owner of Maine Assessment & Appraisal Services, Inc, and Assessors' Agent for numerous Town's including Caratunk and West Forks, testified before the PUC and Somerset County Commissioners about CMP's deceptive permitting practices to state huge valuation estimates during permitting but underreport values in their property value declarations leading to under assessment of their property values, which is at the detriment to other taxpayers in municipalities. As evidence, Mr. Robinson entered copies of CMP's signed Site/Shoreland permits along with CMP's corresponding Property Tax Declarations at project close for the Towns of Dixmont, Detroit and Windsor. Please note that CMP permit estimates for Dixmont were \$24 million with a declared value at project close in 2015 of \$4,256,181.03 (17.7% of estimated value); Detroit CMP permit estimate \$28.8 million with declared value at project close in 2015 of \$10,436,407.45 (36% of estimated value); and Windsor CMP permit estimate of \$138 million versus the declared value at project close in 2015 of \$71,455,266.88 (51.7% of estimated value). CMP has a history of overstating tax benefits to towns are they are doing that again with their promises to towns for the NECEC!
2. Garnett Robinson also testified that the municipality of Caratunk was being promised by Central Maine Power Spokesman John Carroll that they would receive about a \$100,000 increase in tax payments annually if the project went through. Attached is a copy of a forwarded e-mail correspondence dated September 6, 2018 between Liz Caruso, First Selectman for Caratunk, and Mr. Carroll stating as such as an exhibit. Mr. Robinson also entered an exhibit showing Mr. Carroll as being quoted the next day, September 7<sup>th</sup>, in a Bangor Daily News article, "Small Maine town rescinds support for big CMP hydro project" with Mr. Carroll stating, "it still could be a few years until Main Revenue Service, CMP and the towns agree upon exactly how the tax benefit of the NECEC project would be distributed." This led Mr.

Robinson to ask how can Mr. Carroll give a town an estimate one day but say it could be years until we know how taxes are distributed the next? His response is inconsistent.

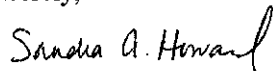
3. CMP's over-exaggerated benefits do not just pertain to taxes but are also utilized when estimating ratepayer benefits. Even the PUC's economic consultant, LEI, stated that CMP has grossly overstated the benefits to towns when they estimated \$40-45 million/year for 20 years. Another economist, Tanya Bodell, testified that Central Maine Power over estimated the yearly rate payer benefit and calculated that it would be more in the range of \$6 million over 20 years, which is the equivalent to about \$9.80/year per customer – about 2 cups of coffee! CMP funded a non-profit, Western Mountains and Rivers Corporation, and publicized the \$22 million mitigation to cross over the Kennebec gorge. With CMP's recent bait and switch to drill under the gorge, the mitigation is lowered to be between \$5-10 million.
4. Despite spending billions on supposed Reliability Projects at ratepayers' expense, Central Maine Power is becoming more unreliable as evidenced by power outages becoming more widespread and lasting for longer durations culminating with more customers suffering during the October 2017 storm outages than the ice storm of 1998. Many of your constituents have suffered through CMP's poor service and imagine how much worse it could be if these lines were installed to help Massachusetts and we have another large outage event. Where will CMP's resources go in such an event – to help your town or to putting the lights back on in Boston?
5. Central Maine Power is being sued for fraudulent billing and lying to upwards of 100,000 customers. Have you checked your bills for the town to see if CMP is billing your town accurately or whether you should join their class action lawsuit?
6. Maine's tourism business creates thousands of jobs and brings in millions of dollars of revenue and even a regional hit to tourist businesses, like those in Kennebec River Valley, can be felt statewide hurting revenues in often unthought-of of ways possibly even effecting Revenue Sharing, school distributions and other state subsidy.

In closing, this is a purely for-profit project for CMP/Avangrid that has nothing to do with providing real, long term benefits to Maine. Any and all benefits are nothing more than indirect impacts related to building an infrastructure project that will harm our natural resources – and CMP has been shown to consistently overstate those benefits in the first place. Please contact us with any questions you have about the negative impacts of the New England Clean Energy Connect proposal and its overstated benefits. To view supporting documentation, please go to this link:

[https://drive.google.com/drive/folders/1adMnBovar\\_6CDBeyWxPIJat2WIKYDFhj?usp=sharing](https://drive.google.com/drive/folders/1adMnBovar_6CDBeyWxPIJat2WIKYDFhj?usp=sharing)

For additional information, you can reach us on the “Say NO to 145-mile transmission line through Maine” Facebook group or contact me directly.

Sincerely,



Sandra A. Howard, Ph.D.  
Administrator, Say NO to 145-mile transmission line through Maine  
Caratunk, Maine  
603-475-4566 (cell)

00002591

**Municipal Quitclaim Deed without Covenants**

KNOW ALL PERSONS BY THESE PRESENTS THAT the Inhabitants of the Municipality of WISCASSET a body, corporate and politic located in LINCOLN County, State of Maine, for consideration paid on October 25, 2018, release to CINO-MARS, KENNETH I/T AND CINO-MARS, GISELE of 11 DEER RIDGE ROAD WISCASSET, ME 04578 a certain parcel of land with buildings thereon, if any, located in the Municipality of WISCASSET, LINCOLN, County, State of Maine, identified as follows:

Map R06-007-C on the Tax Maps of the Municipality of WISCASSET, prepared by John E. O'Donnell & Associates and dated April 1, 2017 on file in the Office of the Assessors at 51 Bath Road, Wiscasset, Maine. The Municipality of WISCASSET has acquired its interest in said parcel of land through automatic foreclosure of property tax lien(s) recorded in the Lincoln County Registry of Deeds as follows:

date recorded July 27, 2016 Book/Page 5033/131

date recorded August 11, 2017 Book/Page 5167/122

The said Inhabitants of the Municipality of WISCASSET have caused this instrument to be signed in its corporate name by its Board of Selectmen, duly authorized.

Witness our hands and seals this 6th day of November 2018.

Board of Selectmen, Wiscasset, Maine

\_\_\_\_\_  
Judith R. Colby, Chair

\_\_\_\_\_  
Benjamin L. Rines, Jr. **COPY**

\_\_\_\_\_  
Robert L. Biagden

\_\_\_\_\_  
Katharine G. Martin-Savage

\_\_\_\_\_  
Kimberly H. Andersson

STATE OF MAINE  
COUNTY OF LINCOLN, ss

November 6th, 2018

PERSONALLY APPEARED the above named BOARD OF SELECTMEN in his/her capacity as Selectman of the Town of Wiscasset, Maine and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said Town.

\_\_\_\_\_  
ELLIN L. JASMIN, Notary Public  
My commission expires: December 05, 2020

Town of Wiscasset  
51 Bath Road  
Wiscasset, ME 04578  
207-882-8200

12a ①

TAX ABATEMENT

To: Molly Bonang /Tax Collector Vernice Boyce/Treasurer:

We hereby abate the remaining amount for the tax year 2018 in the amount of \$14.06, for property assessed to Nicholas Hinkley, Map/Lot R05-037-E-ON, 46 Shea Road, acct # 2653. Remaining amount uncollectable as mobile home was moved out of town. Owner paid the estimated tax of \$333.93 on 07/30/2018 to receive the certificate to move the mobile. Given unto our hands this day \_\_\_\_\_ of November, 2018

Wiscasset Board of Selectmen

\_\_\_\_\_  
Judith R. Colby

\_\_\_\_\_  
Benjamin L. Rines, Jr.

\_\_\_\_\_  
Kimberly Andersson

\_\_\_\_\_  
Robert Blagden

\_\_\_\_\_  
Katharine Martin-Savage

COPY

**Town of Wiscasset**  
**51 Bath Road**  
**Wiscasset, ME 04578**  
**207-882-8200**

12a (2)

**TAX ABATEMENT**

To: Molly Bonang /Tax Collector Vernice Boyce/Treasurer:

We hereby abate the amount for the tax year 2015 in the amount of \$106.60 plus all interest and cost, for property assessed to Stacey Biddle and Miles Brewer, Map/Lot R05-037-E1, 46 Shea Road, acct # 610. Remaining amount uncollectable as mobile home is no longer on property.

Given unto our hands this day \_\_\_\_\_ of November, 2018

Wiscasset Board of Selectmen

\_\_\_\_\_  
Judith R. Colby

\_\_\_\_\_  
Benjamin L. Rines, Jr.

\_\_\_\_\_  
Kimberly Andersson

\_\_\_\_\_  
Robert Blagden

\_\_\_\_\_  
Katharine Martin-Savage

COPY

**Town of Wiscasset  
51 Bath Road  
Wiscasset, ME 04578  
207-882-8200**

12a  
3

**TAX ABATEMENT**

To: Molly Bonang /Tax Collector Vernice Boyce/Treasurer:

We hereby abate the amount for the tax year(s) 2006-2015 in the amount of \$689.77 plus all interest and cost, for property assessed to Robert Greenleaf and Carrie Prive, Map/Lot R07-39-017, 285 Birch Point Road Lot 17, acct # 2054. Remaining amount uncollectable as mobile home is no longer on property.  
Given unto our hands this day \_\_\_\_\_ of November, 2018

Wiscasset Board of Selectmen

\_\_\_\_\_  
Judith R. Colby

\_\_\_\_\_  
Benjamin L. Rines, Jr.

\_\_\_\_\_  
Kimberly Andersson

\_\_\_\_\_  
Robert Blagden

\_\_\_\_\_  
Katharine Martin-Savage

COPY