

## MEETING MINUTES

The Wiscasset Board of Selectmen, Tax Assessors & Overseers of the Poor met Monday, November 5, 2018 at 5 p.m. in the Municipal Meeting Room.

Present: Chairman Judith Colby, Vice Chairman Benjamin Rines, Jr. Robert Blagden, Katharine Martin-Savage, Kimberly Andersson

### Call the meeting to order

At 5:01 p.m. Chairman Judy Colby called the meeting to order.

1. Pledge of Allegiance

2. Executive Session to discuss a personnel matter

A motion was made by Katharine Martin-Savage, to enter into Executive Session pursuant to 1 M.R.S.A §405 (6) (A) to discuss a personnel matter, motion passed 5-0-0.

At 5:40 p.m. a motion was made by Benjamin Rines, Jr. to come out of Executive Session, motion passed 5-0-0.

**No action taken.**

3. Adjournment

At 5:41 p.m. a motion was made by Judy Colby to adjourn, motion passed, 5-0-0.

WISCASSET SELECT BOARD,  
TAX ASSESSORS AND OVERSEERS OF THE POOR  
NOVEMBER 6, 2018, 6 P.M.

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

**Ben Rines, Jr., moved to approve the payroll warrants of October 19 and 26, and November 2, 2018. Vote 5-0-0.**

**Kathy Martin-Savage moved to approve the accounts payable warrants of October 23 and 30 and November 6, 2018. Vote 5-0-0.**

3. Approval of Minutes

**Ben Rines, Jr., moved to approve the minutes as amended. Vote 5-0-0.**

4. Special Presentations or Awards

a. New Police Officers Swearing-in Ceremony: Cory Hubert, School Resource Officer, and Jonathan Barnes, Patrol Officer, were sworn in by Treasurer Vernice Boyce.

5. Committee Appointments – none

6. Public Hearings – none

7. Public Comment

Judy Flanagan commended the Wiscasset Family Wishes program volunteers who organize and support gifts for families in need. Applications may be picked up at the Town Office and are due back on November 15. Each child is given two wishes and two wants. For information call Judy Flanagan at 882-7056 or the Town Office.

Jim Kochan said the town should address the need for loading zones on Main Street but as of November 1 nothing had been done. He is vacating his business on Main Street and will be moving to his building on Fort Hill Street, as it is impossible for him to do business without a loading zone. He said the DOT had promised prior to March a loading zone on the southbound lane on Main Street but that was not in the current plans. He said he no longer has a vested interest in the town but encouraged the board to act on this issue. He said there will be six vacant businesses on Main Street when he moves. Kochan said loading zones are now planned for three locations: in front of the former Chinese restaurant and in front of and behind Red's Eats. Marian Anderson said at the meeting with the commissioner loading

zones were discussed but nothing was changed. Kochan also said the planned bollards are not removable which will present a problem for plowing snow. He asked if there was a strategy for leaving the snow on the street. Kathy Martin-Savage agreed that there will be a problem with snow removal and lack of loading zones and asked the Town Manager to call the DOT regarding these issues.

#### 8. Department head or committee chair

a. Chief TJ Merry – Fire Station door opener issues: Postponed to November 13 meeting.

b. Waterfront Committee – Boardwalk project update.: Susan Robson said the committee had been asked to connect the two piers and after investigation, the committee had developed a model with a 650-foot walkway from the Creamery Pier to the recreational pier. Dick Forrest said that the walkway would go along the low tide line where sandworms are harvested but no other activity is under DMR control. Dick Forrest said if a grant for half the cost could be obtained, the town could bond for \$500,000 for 20 years which would cost each taxpayer \$17 per year for 20 years. He asked if the board wanted the committee to continue with the project. The property is owned by the State. Kim Andersson asked that if the project was possible, funding should be researched. Bob Blagden asked if the town would incur some liability by blocking access to the water. Anderson said the town has the deeds, so it can be determined if property lines go to low water. Judy Colby asked if the walkway would hinder views. If approved, funding would be on next year's warrant. The DEP has not been consulted on the permitting process. Marian Anderson will have the deed information by the next meeting. A feasibility study will require a town meeting to approve funds. The feasibility study will contain a budget and cost estimates for the 2019 warrant. Bob Blagden said there were concerns about access and views, and recommended contacting MMA for recommendations.

#### 9. Unfinished Business

a. Personal Property/Real Estate Tax Update: Discussion on the delinquent Personal Property taxes was postponed until the next meeting. Town Treasurer Vernice Boyce discussed with the board the list of delinquent/foreclosed Real Estate taxes due, pointing out several properties with a large amount of unpaid taxes, some of which have or had in the past an agreement for repayment of past due taxes. Boyce said the wording in the agreement could be clearer as it had been misunderstood in the past, and it was suggested that a new agreement be drafted. The board asked Boyce to contact the property owners whose agreements had lapsed and work out a payment plan with them, concentrating on delinquent agreements, and to foreclose if there is no agreement. Marian Anderson said it would be difficult to waive interest for one taxpayer as part of the agreement and not waive it for back taxes for property on which an agreement was not made, although clarification should be sought. A draft agreement will be brought to the board for approval. In some cases, if a homestead exemption had been applied for, no taxes would be due.

b. Holiday lights in the village: Marian Anderson said there had been comments on the colored holiday lights on Main Street in the past and asked whether they should be all white. Steve Christiansen said he had researched Town Reports and found nothing to indicate that the lights had to be white. Ben Rines, Jr., said for forty years the lights had been white. **Ben Rines, Jr., moved to have white lights except for the tree on the common. Vote 3-0-2** (Blagden and Andersson abstained). The motion did not include lights on the waterfront put up by the Chamber of Commerce.

c. MDOT update on LED Luminaire in the Downtown: A memo had been received from Ernest Martin regarding the light fixture and the concern for damage to the chimney with no side panels. In addition, the chimney will reflect light laterally and upward making it not Dark Skies compliant. Martin will approve fixtures without the chimneys as submitted, unless directed otherwise by the board.

d. Sunken Vessel Update – Next court date November 26, 2018

#### 10. New Business

a. Pole Permits: **Ben Rines, Jr., moved to grant the pole permits for Cushman Point Road and Bradford Road. Vote 5-0-0.**

b. Maine Yankee Covenant Amendment-Request for Consent: Anderson said counsel had recommended signing the consent. Kim Andersson asked for more time to review the amendment, as it asks to eliminate soil testing since further monitoring of the water is unnecessary. She asked that further explanation be sought before signing the agreement. The amendment request will be on the next agenda.

c. Sherri Dunbar – Gazebo on the Common: Dunbar said the platform stage on the common needs replacement and a permanent gazebo on the same footprint has been suggested which could provide lighting and protection from rain. She said seed money has been secured and she has the approval of the Historic Preservation Commission. She said she needed the board's approval to start work on the idea so that it would be ready for the 2019 concert season. **Bob Blagden moved to allow a gazebo on the common. Vote 5-0-0.**

d. Huntoon Hill Grange blanket approval to operate Beano/Bingo and Games of Chance for the year 2019 (required yearly by Maine State Police): **Ben Rines, Jr., moved to approve the blanket approval request of Huntoon Hill Grange to operate Beano/Bingo and Games of Chance. Vote 5-0-0.**

e. Resignation of Wendy Donovan from the Historic Preservation Commission: **Ben Rines, Jr., moved to accept the resignation of Wendy Donovan from the Historic Preservation Commission with regret. Vote 5-0-0.**

f. MDOT Resurfacing Project: MDOT notified the board that bids will be advertised for a resurfacing project on Route 1 in 2020.

g. Central Maine Power-New England Clean Energy Connect: See memos. Kathy Martin-Savage said that Doug Bastion of Alna has registered with the PUC as an intervenor so that all information will be sent to him. A representative from CMP will meet with the board in December.

h. Quit Claim Deeds: Kenneth and Gisele Cinq-Mars (Map R06, Lot 007-C): **Kim Andersson moved to grant the quit claim deed as presented. Vote 5-0-0.**

#### 11. Town Manager's Report

a. Winter Parking Ban effective November 15, 2018-April 15, 2018 (signs posted)

- b. Restroom project downtown: Anderson said that the DEP has inspected the site and pipes will be placed in the railroad right-of-way.
- c. A joint meeting with the School Board will be scheduled.
- d. Peter Murray has asked if the board will be using his services the next fiscal year on the Maine Yankee agreement, and if so, he will get cost estimates from his consultants. Marian Anderson will have him provide cost estimates.

## 12. Other Board Business

a. Assessors Abatement: Nicholas Hinkley (Map R05 Lot 037-E-ON), \$14.06; Stacy Biddle and Miles Brewer (Map 05 Lot 037-EI), \$106.60, Robert Greenleaf and Carrie Prive (Map R07 Lot 39-017) \$689.77. **Ben Rines, Jr., moved to approve the abatements for Nicholas Hinkley for \$14.06, Stacy Biddle and Miles Brewer for \$106.60, and Robert Greenleaf and Carrie Prive for \$689.77. Vote 5-0-0.**

b. Ben Rines, Jr., submitted his Freedom of Access Training document. He asked about the sign on Pleasant Street directing traffic around the island, which Anderson said would be replaced. In response to a further question, Anderson said the junkyard permit issue was resolved; there was a natural buffer and some of the cars will be removed. In response to Rines' question, Anderson said a request from David Soule's law office for an easement to put a water line under the town parking lot behind Treat's had been sent to counsel.

In response to Bob Blagden's question, Anderson said the town was keeping track of the damage to the signs in the vicinity of the telephone booth for replacement purposes.

Anderson said the parking lot will be striped.

Judy Flanagan said George Flanders would be happy that a gazebo will be back on the common.

Executive Session to consider a Poverty Abatement Application: At 8:22 p.m., **Judy Colby moved to go into executive session pursuant to the provisions of Title 36 §841(2) MRSA, to consider request for abatement of taxes for reason of poverty. Vote 5-0-0. Judy Colby moved to come out of executive session at 8:45 p.m. Vote 5-0-0. Judy Colby moved to approve poverty abatement #2. Vote 5-0-0.**

## 13. Adjournment

**Judy Colby moved to adjourn at 8:47 p.m. Vote 5-0-0.**



# Wiscasset Police Department

51 Bath Road, Wiscasset ME 04578  
Office 207-882-8202 Fax 207-882-8203

Ja



To: Marian Anderson, Town Manager  
From: Larry Hesseltine, Chief of Police  
Ref: \$30,000 Reimbursement Check (Fisher)  
Dated: 11/06/2018

Marian,

I am requesting the \$30,000 reimbursement check received from Brunswick for Officer Fisher be put back into the Law Enforcement budget under the following line items;

**Uniforms: \$10,000** Please see attached Uniform/Gear List to outfit a new officer. It costs just over \$3200.00 to outfit a new officer. The current budget line has \$3500 which will be grossly over spent with hiring 3 new members to the Department since September. Not to mention the Academy will require additional uniform spending for MCJA clothing attire. And also, bringing on a new reserve officer and bringing the current staff members up to date on uniform/gear needs.

**Evidence and Patrol Room Updates: \$5000** I am requesting these funds to obtain and install an evidence locker to safely secure the departments evidence. Please see attached photo for a better understanding of what I am requesting for an evidence locker. I would also like to update the patrol room by removing outdated furniture and damaged lockers. I understand the cost of buying new furniture and would be looking to utilize State of Maine surplus as I did in mine and the Sgt's offices.

**Training: \$7000** be put in the training line for the MCJA for training 2 new officers.

**Employment Screening: \$1200** We are going to be about \$1200 over the current budgeted amount for this line. The current amount budgeted is \$700. It currently cost \$950 per officer for the Polygraph and Psychological tests, meaning with the 2 new hires we will fall short \$1200 in this line.

**Overtime: \$6800** – We have already used nearly 80% of the overtime line. I foresee having to utilize more overtime in the current budget year with sending an officer to the MCJA.

If you have any questions, please feel free to contact me.

Respectfully,

Larry Hesseltine  
Chief of Police

Wiscasset Police Uniform and Gear Issue  
 Uniform/Equipment Issue

Item	Quantity	Cost	Size	Cost
511 S/S Shirt	3	\$60.00		\$180.00
511 L/S Shirt	2	\$60.00		\$120.00
511 Duty Pants	2	\$50.00		\$100.00
Dress L/S Shirt	1	\$95.00		\$95.00
Dress Pants	1	\$100.00		\$100.00
Mock Turtleneck	2	\$35.00		\$70.00
Neck Tie / Clip	1	\$11.00		\$11.00
Ballistic Vest	1	\$800.00		\$800.00
BV Outter Carrier	1	\$325.00		\$325.00
511 3-in-1 Jacket	1	\$250.00		\$250.00
Police Badge	2	\$105.00		\$210.00
Collar Brass WPD/ME	2	\$32.00		\$64.00
Police Ball Cap	1	\$15.00		\$15.00
Stetson w/Accessories	1	\$100.00		\$100.00
Rain Jacket	1	\$50.00		\$50.00
Inner Belt	1	\$25.00		\$25.00
Duty Belt	1	\$82.00		\$82.00
Belt Keepers (2-S/2-D)	4	\$30.00		\$30.00
Holster	1	\$125.00		\$125.00
Pepper Spray	1	\$14.00		\$14.00
Pepper Spray Holder	1	\$29.00		\$29.00
Handcuffs	1	\$40.00		\$40.00
Handcuff Case	1	\$25.00		\$25.00
Police Boots	1	\$150.00		\$150.00
Mag. Pouch	1	\$43.00		\$43.00
Flashlight	1	\$120.00		\$120.00
Flashlight Holder	1	\$26.00		\$26.00
Key Ring Holder	1	\$13.00		\$13.00

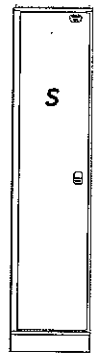
\$3,212.00

Police Department Furniture Replacement

<u>Item</u>	<u>Price</u>
<b><u>Evidence Room</u></b>	
Pass Through Evidence locker- Made by Tiffin- 04AA 36"W x 24"D x 82"H Colors: TBD Tiffin 5 Year Warranty	\$3,476.70
<b><u>Patrol Room</u></b>	
Lockers – Uline or Global 36 x 18 x 72 Double Tier/3 Wide	\$400.00
(2) Desks from ReUse Store Metal Desk with Laminate Top 72 W x 36 D	\$100.00
Misc. Paint and supplies to renovate/remodel Patrol Room and Evidence Room.	\$1000.00
<b><u>Total</u></b>	<b><u>\$4976.70</u></b>



# EVIDENCE LOCKER DOOR CONFIGURATIONS



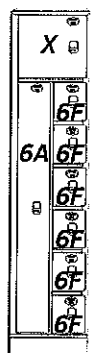
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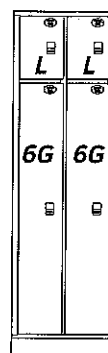
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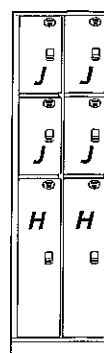
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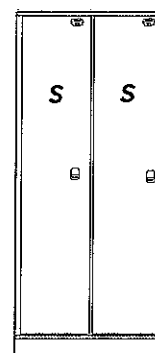
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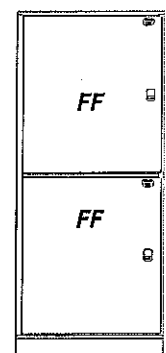
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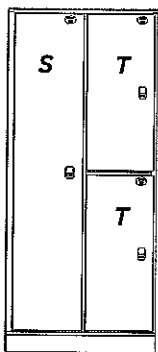
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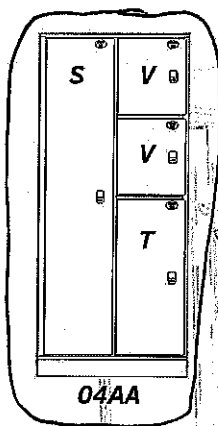
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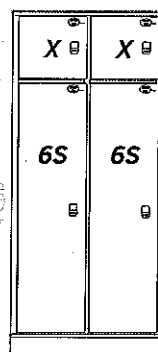
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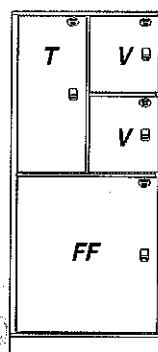
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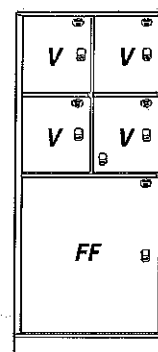
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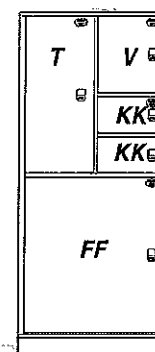
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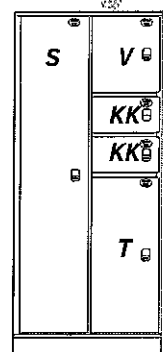
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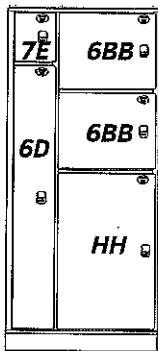
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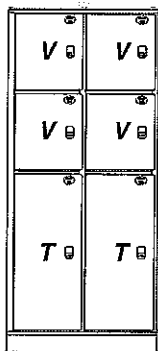
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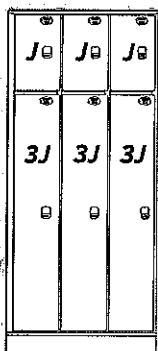
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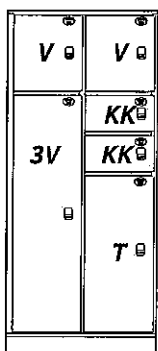
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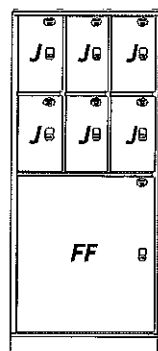
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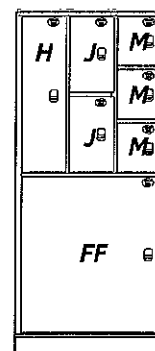
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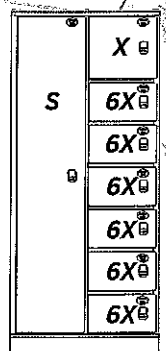
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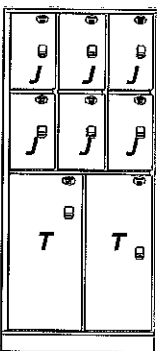
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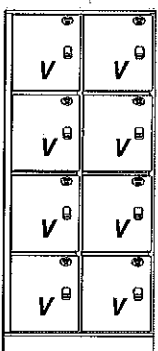
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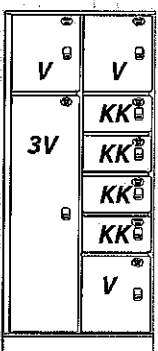
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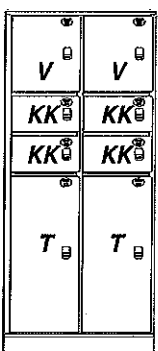
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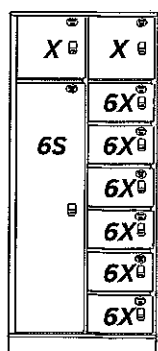
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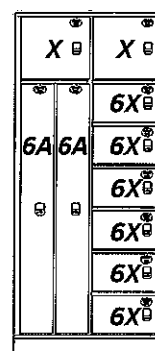
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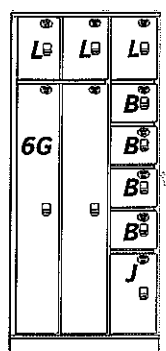
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**Contract Furniture Executive Summary**

To: Wiscasset Police Department  
 Fr: Keith Brennick – W. B. Mason Company  
 Re: Police Station upgrades  
 Dt: 10/17/18

**Item** **Price**

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**Evidence Room**

Pass Through Evidence locker- Made by Tiffin- 04AA  
 36"W x 24"D x 82"H  
 Colors: TBD

\* \$3,476.70

4 Post Shelving for inside of Evidence room- Made by Datum  
 Colors: TBD

~~\$1,530~~

**Patrol Room**

(2) Desks- ¾ Double pedestal – HON 38000 Series  
 72"W x 36"D  
 Colors: TBD

~~\$943.50 Each  
 \$1,887 Total~~

Lockers-

(2) 5 compartment Lockers- Made by Tiffin  
 Colors: TBD

~~\$1,760.94 Each  
 \$3,521.88 Total~~

**Chiefs office**

(1) L-Shaped Desk – HON 38000 Series  
 66"W x 30"D desk with 48"W x 24"D Return  
 Right hand desk with Return on left  
 Colors: TBD

~~\$1,284~~

(1) Credenza- HON 38000 Series  
 With Doors and ¾ pedestals  
 72"W x 24"D  
 Colors: TBD

~~\$890~~

**Sergeants Office**

(1) L-Shaped Desk- HON 38000 Series  
 66"W x 30"D desk with 48"W x 24"D Return  
 Left hand desk with Return on Right

~~\$1,284~~

**INSTALL-** Includes. Freight, delivery, install, and cleanup

~~\$1,500~~

**Contract Furniture Executive Summary**

**Executive Summary Price Total : \$15,373.58**

Note:

Price includes delivery and installation-

**FURNITURE IS NON-RETURNABLE**

Please allow 6-8 weeks for Delivery

Please authorize directly with me.

\_\_\_\_\_  
(Authorized Signature)

Thank You,

Keith Brennick – W. B. Mason Company, Inc.

(cell) 207-357-9879 (fax) 877-329-9669 (email) keith.brennick@wbmason.com

9a

**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

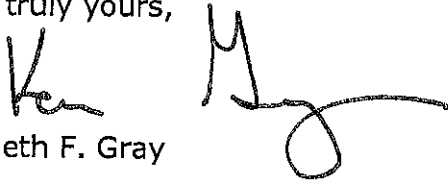
as approved by the DEP. We have drafted a consent for the town to execute specifically referencing the prior subordination.

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

4212-156

Bk 4212 Pg 156 #11761  
10-16-2009 @ 08:56a

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: 

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.

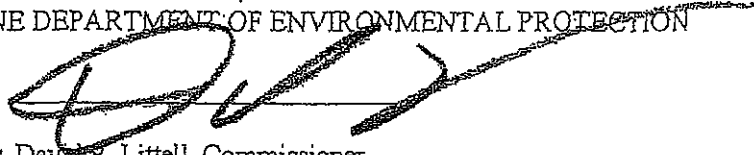
  
NOTARY PUBLIC

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°37'03" East from an iron pin;

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

Thence, North 34°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°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°37'03" West, 1999.47 feet, more or less, to an iron pin;

North 37°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°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) 822-6303

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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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 its 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: \_\_\_\_\_

9b

**LAND PURCHASE INSTALLMENT CONTRACT**  
**(33 M.R.S.A. § 481 et seq.)**

**NOTICE TO PURCHASER — This is a legally binding contract. You are advised to seek legal advice before signing it.**

THIS LAND PURCHASE INSTALLMENT CONTRACT (hereinafter "the Contract") is entered into by and between the Town/City of **WISCASSET** (VENDOR), whose mailing address is **51 OLD BATH ROAD WISCASSET, ME 04578**, and \_\_\_\_\_ (PURCHASER), whose mailing address is \_\_\_\_\_. For mutual consideration, receipt of which each party hereby acknowledges, VENDOR and PURCHASER agree as follows:

**1. Date: Parties: Property.** That on this \_\_\_\_ day of \_\_\_\_\_ **2018**, VENDOR agrees to sell and PURCHASER agrees to buy the following described real estate:

Certain property described as Map #\_\_\_\_, Lot #\_\_\_\_ on the Town/City Assessors' maps for **WISCASSET**, which are on file at the municipal office, being the same premises described in a Town/City of **WISCASSET** tax lien (s) recorded in the **Lincoln County Registry of Deeds**

Dated \_\_\_\_\_ Book\_\_\_\_, Page\_\_\_\_, which lien foreclosed on \_\_\_\_\_  
Dated \_\_\_\_\_ Book\_\_\_\_, Page\_\_\_\_, which lien foreclosed on \_\_\_\_\_  
Dated \_\_\_\_\_ Book\_\_\_\_, Page\_\_\_\_, which lien foreclosed on \_\_\_\_\_  
Dated \_\_\_\_\_ Book\_\_\_\_, Page\_\_\_\_, which lien foreclosed on \_\_\_\_\_  
Dated \_\_\_\_\_ Book\_\_\_\_, Page\_\_\_\_, which lien foreclosed on \_\_\_\_\_  
Dated \_\_\_\_\_ Book\_\_\_\_, Page\_\_\_\_, which lien foreclosed on \_\_\_\_\_  
(hereinafter referred to as the "Property").

**2. Price and Terms.** The TOTAL PRICE for purchase of the Property is \$ \_\_\_\_\_ which will be paid as follows: a down payment of \$ \_\_\_\_\_ paid upon the signing of this Contract, the receipt of which is hereby acknowledged, and the BALANCE of \$ \_\_\_\_\_ due in \_\_\_\_\_ monthly installments of \$ \_\_\_\_\_ each. A payment is due and payable on the \_\_\_\_ day of each month after this Contract is signed. There are no service charges or fees separate from the total sales price except as specified in Section 10 and Section 12 below. No interest shall accrue on the unpaid balance.

**3. Deed.** VENDOR will convey the Property by **MUNICIPAL QUITCLAIM DEED WITHOUT COVENANTS**, and VENDOR conveys the Property "as is" and makes no warranties or representations whatsoever about the Property.

**4. Encumbrances.** VENDOR is aware of no encumbrances against the Property except:

**5. Evidence of Title.** VENDOR will provide PURCHASER with evidence of title by a copy of the above-referenced municipal tax lien at the time of execution of this Contract, receipt of which copy is hereby acknowledged by PURCHASER.

**6. Risk of Loss; Liability.** From the date of this Contract forward, PURCHASER assumes all risk of loss or damage to the Property by fire or otherwise and all liability for personal injury, death or property damage relating to or arising out of PURCHASER'S control, use or occupancy of the Property. The purchase of casualty or liability insurance is PURCHASER'S sole responsibility, and the VENDOR will not procure or maintain such insurance for PURCHASER or otherwise indemnify PURCHASER against such loss, damage or liability. Throughout the term of this Contract, PURCHASER shall maintain in effect a homeowner's insurance policy covering the Property with building coverage in an amount at least equal to the current value of the improvements located upon the Property or the Total Price due under this Contract, whichever is greater. Upon request of the VENDOR, the PURCHASER shall provide VENDOR with written proof of the existence of such an insurance policy prior to the execution of this Contract, and this policy shall list the Vendor as a "loss payee" who shall be entitled to at least 21 days' prior written notice of cancellation, termination or material modification of such policy.

**7. Title Retained by Vendor.** This Contract is not a mortgage, and PURCHASER does not obtain title to the property until the Total Price and any assessments or fees (see Section 10 and Section 12) are paid in full.

**8. Default and Cure.** PURCHASER shall be in default of this Contract if PURCHASER is more than 15 days late in making any payment. VENDOR shall notify PURCHASER in writing of the default and the amount of all past due payments causing the contract to be in default and the total amount due to cure the default; such notice shall be sent by certified mail, return receipt requested. If said notice is refused or undeliverable, it shall be sent by ordinary mail. Notice is deemed given on the date PURCHASER signs the certified mail receipt, or if said notice sent by certified mail is refused or undeliverable, on the date the notice is sent by ordinary mail. PURCHASER may cure such default by paying the amount specified in the notice within 35 days after notice is given. If the default is not cured within 35 days after notice is given, VENDOR may declare this Contract terminated by giving notice of termination to PURCHASER by ordinary mail. Upon termination of this contract, VENDOR may retain all payments made by PURCHASER, and PURCHASER shall have no claim to any refund, credit, allowance or otherwise against VENDOR.

**9. Credit.** If VENDOR defaults on any mortgage on the property, PURCHASER may pay on the mortgage and receive credit for such payments on this Contract.

**10. Taxes, Assessments, and Other Charges.** PURCHASER is responsible for paying all taxes, assessments, liens and other charges, including interest thereon, made against the property from the date of this Contract, and these shall be paid in full in addition to the "Total Price" (see Section 2 above) before a quitclaim deed is delivered to PURCHASER from VENDOR. In the event that any liens attributable to PURCHASER are recorded against the property during the term of this Contract, PURCHASER shall satisfy such liens in full before a quitclaim deed is delivered to PURCHASER from VENDOR. Failure to satisfy such liens by the time that the final installment payment is due shall be considered a default.

**11. Prepayment.** PURCHASER has the right to accelerate or prepay any and all installments without penalty.

**12. Recording fees.** Within 20 days after this Contract is signed, VENDOR shall record it in the appropriate Registry of Deeds. PURCHASER shall pay the VENDOR the recording costs upon execution of this Contract.

**13. Effect of waiver; Severability; Integration.** The waiver by VENDOR by any term or condition of this Contract shall not be deemed a waiver of other terms or conditions, nor will it be deemed a continuing waiver of the same condition for the remainder of the Contract. In the event that any term or condition of this Contract is determined by a Court to be unenforceable, the remaining terms and conditions shall continue in full force and effect. There are no promises, oral understandings or agreements of any kind pertaining to this Contract other than as specified herein, and this Contract represents the entire agreement between the parties.

**14. Change of Address.** In the event that PURCHASER'S mailing address specified above changes during the term of this Contract, PURCHASER shall within 15 days of such change notify VENDOR in writing of PURCHASER'S new mailing address. If PURCHASER fails to notify VENDOR of such change, notice given by VENDOR to PURCHASER at the above address shall be considered sufficient and legal.

Witness:

VENDOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signatures of Municipal Officers of Wiscasset

Date: \_\_\_\_\_

STATE OF MAINE  
Lincoln County, ss

Date: \_\_\_\_\_

Personally appeared before me the above-named \_\_\_\_\_ in his/her capacity as a Municipal Officer of the Town/City of **Wiscasset** and acknowledged the foregoing instrument to be his/her free act and deed said capacity and the free act and deed of the inhabitants of the municipality.

Before me,

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

**PURCHASER**

By placing my signature below, I agree to be legally bound to the foregoing terms and conditions and I also hereby acknowledge receipt of a copy of this Land Purchase Installment Contract signed by the VENDOR.

\_\_\_\_\_  
Signature(s) of PURCHASER

Date: \_\_\_\_\_

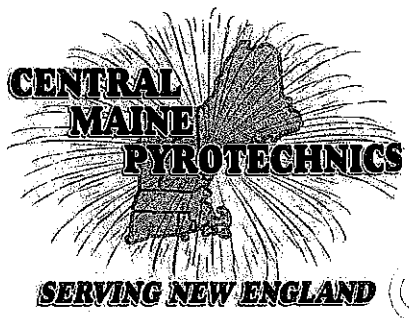
STATE OF MAINE  
Lincoln County, ss

Date: \_\_\_\_\_

Personally appeared before me the above-named \_\_\_\_\_ and acknowledged the foregoing instrument to be his/her free act and deed.

Before me,

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



PO Box 322  
Hallowell, Maine 04347  
  
(207) 623-9285  
1(800) 621-9285  
Fax (207) 621-8683

**Wiscasset, Fourth of July**

Fireworks Display Agreement between Central Maine Pyrotechnics and

**Town of Wiscasset**

Municipality, Organization, Committee or Sponsor

(hereinafter called SECOND PARTY)

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

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

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

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

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

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

**in lower ball field of Wiscasset Middle School**

The display(s) shall be held at \_\_\_\_\_  
being the place designated by the SECOND PARTY on **7/4/2019**

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

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

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

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

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

**FIRST PARTY**

Witness our hands and seals: By Steven H Marson Steven H Marson October 19, 2018  
**Authorized Representative** Title Date

**SECOND PARTY**

Rain Date: **7/5/2019** By Marian Anderson Marian Anderson  
**Authorized Representative** Title  
51 Bath Street , Wiscasset , Maine , 04578 (207) 882-8200  
Address Telephone No.





**Department of Public Safety  
STATE FIRE MARSHAL'S OFFICE**



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

**APPLICATION FOR OUTDOOR FIREWORKS DISPLAY**

APPLICANT MUST FILL OUT ALL REQUIRED INFORMATION BELOW

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

**LICENSED TECHNICIAN INFORMATION**

NAME OF LICENSED TECHNICIAN FOR DISPLAY: Gino Valeriani LICENSE #: 2899  
 DRIVER'S LICENSE: 4874129 STATE: Maine TELEPHONE: (207) 333-8476 ENDORSEMENTS: Outdoor

**DISPLAY SITE INFORMATION**

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

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

DIAGRAM SHALL CONTAIN THE FOLLOWING:

1. Discharge site
2. Spectator viewing area
3. Fallout area
4. All buildings in area
5. Accurate distances to all areas involved
6. If shooting from Barge – Mainland product transfer location. Date and time of product transfer: 7/4/2019

**DISPLAY INFORMATION**

DATE OF DISPLAY: 7/4/2019 TIME OF DISPLAY: 9:00 pm RAIN DATE: 7/5/2019  
 LARGEST SHELL SIZE TO BE FIRED: 4" (ENTER SPECIFIC RAIN DATE)  
 NUMBER OF AERIAL SHELLS: 1500 THIS SHOW IS: Public  
 NUMBER OF GROUND PIECES: 0 COMPANY FURNISHING DISPLAY: Central Maine Pyrotechnics  
 NUMBER OF CAKES & MAX. DIAMETER: 10 4" USER #: USR 633

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

SIGNATURE OF APPLICANT: *Steve Marson* DATE: October 19, 2018

[ DEPARTMENT OF PUBLIC SAFETY USE ONLY ]				
\$141.00 FEE REC'D	SENT TO INSPECTOR:	APPROVED BY:	PERMIT #:	OK TO ISSUE
DATE:	DATE:	DATE:	DATE:	FAILED INSPECTION

NOTES OR CONDITIONS:

**1 SELECTMEN REPORT**  
Department(s): 100 - 514  
October

10d

Account	Budget Net	YTD Net	Unexpended Balance	Percent Spent
100 - ADMINISTRATION	197,868.00	68,238.13	129,629.87	34.49
101 - AIRPORT	84,447.00	31,084.43	53,362.57	36.81
102 - ANIMAL CONTROL	11,487.00	3,732.00	7,755.00	32.49
103 - ASSESSING	6,654.00	4,034.95	2,619.05	60.64
104 - BOARDS & COMMITTEES	2,843.00	736.61	2,106.39	25.91
105 - CELEBRATION	12,000.00	8,840.00	3,160.00	73.67
106 - TOWN CLERK	88,215.00	35,128.12	53,086.88	39.82
107 - CODE ENFORCEMENT	49,507.00	10,027.61	39,479.39	20.25
108 - COMMUNITY ORGANIZATIONS	62,265.00	0.00	62,265.00	0.00
109 - CONTINGENCY	20,000.00	0.00	20,000.00	0.00
110 - CONTRACTUAL SERVICES	160,300.00	12,947.08	147,352.92	8.08
111 - COUNTY TAX	611,353.83	611,353.83	0.00	100.00
112 - DEBT SERVICE	243,234.00	115,917.24	127,316.76	47.66
113 - ELECTIONS	18,046.00	1,383.58	16,662.42	7.67
114 - EMS/AMBULANCE	553,227.00	189,215.24	364,011.76	34.20
115 - FIRE DEPARTMENT	148,242.00	34,136.06	114,105.94	23.03
116 - FINANCE DEPARTMENT	218,590.00	71,248.25	147,341.75	32.59
117 - GENERAL ASSISTANCE	25,071.00	1,451.14	23,619.86	5.79
118 - MUNICIPAL BUILDING	72,342.00	14,684.74	57,657.26	20.30
119 - MUNICIPAL INSURANCE	46,329.00	22,674.32	23,654.68	48.94
120 - OVERLAY/ABATEMENTS	19,854.28	7,335.48	12,518.80	36.95
121 - PARKS & RECREATION	815,669.00	258,537.36	557,131.64	31.70
123 - POLICE DEPARTMENT	464,199.00	122,818.88	341,380.12	26.46
125 - PUBLIC UTILITIES	277,475.00	47,900.38	229,574.62	17.26
126 - PUBLIC WORKS	665,546.00	179,337.96	486,208.04	26.95
127 - SELECTMEN	27,247.00	5,769.20	21,477.80	21.17
128 - SCHOOL TOWN APPROPRIATION	6,040,949.26	2,021,983.08	4,018,966.18	33.47
129 - SENIOR CENTER	11,482.00	3,691.03	7,790.97	32.15
130 - SHELLFISH CONSERVATION	6,075.00	133.76	5,941.24	2.20
131 - TIF-TAX INCREMENT FINANCE	231,643.18	231,643.18	0.00	100.00
132 - TRANSFER STATION	590,697.00	180,587.22	410,109.78	30.57
133 - WATERFRONT & HARBORS	44,777.00	11,510.50	33,266.50	25.71
200 - RETIREE HEALTH INSURANCE	44,613.00	17,813.43	26,799.57	39.93
301 - CAPITAL	903,309.25	903,309.25	0.00	100.00
313 - COMMERCIAL PIER DEBT	40,467.92	13,487.68	26,980.24	33.33
314 - BACKHOE DEBT	50,627.23	9,265.35	41,361.88	18.30
315 - ROAD & SIDEWALK CONSTRUCTION	426,424.39	82,888.81	343,535.58	19.44
316 - POLICE CRUISER	10,902.03	0.00	10,902.03	0.00
317 - WCC ROOF	8,213.00	0.00	8,213.00	0.00
318 - FIRE & EMS PRIMO VENTS	58,182.00	0.00	58,182.00	0.00
319 - FIRE DEPARTMENT ROOF	3,868.98	0.00	3,868.98	0.00
320 - N-15 MONITORS	1,569.24	0.00	1,569.24	0.00
321 - MAIN STREE PIER ELECTRIC	4,702.00	0.00	4,702.00	0.00
322 - EMS PAGERS	2,720.00	0.00	2,720.00	0.00
323 - REPEATERS	8,019.00	0.00	8,019.00	0.00

OWR

# 1 SELECTMEN REPORT

Department(s): 100 - 514  
October

Account	Budget Net	YTD Net	Unexpended Balance	Percent Spent
324 - WATERFRONT BUILDING CONT'D				
324 - WATERFRONT BUILDING	1,191.00	0.00	1,191.00	0.00
325 - MUNICIPAL BUILDING ELECTRIC	37,237.60	0.00	37,237.60	0.00
326 - WWTP GENERATOR	17,256.23	17,256.23	0.00	100.00
327 - POOL CHEMICAL SYSTEM	10,000.00	9,740.76	259.24	97.41
328 - PARKS & REC PICKUP TRUCK	42,000.00	0.00	42,000.00	0.00
329 - PUBLIC WORKS PLOW TRUCK	175,000.00	175,000.00	0.00	100.00
330 - PD VIDEO EQUIP & FIREARMS	9,000.00	4,604.93	4,395.07	51.17
400 - WASTEWATER	546,298.00	150,988.87	395,309.13	27.64
401 - IMPACT FEES	128,056.75	9,832.81	118,223.94	7.68
514 - CEMETERY OPERATIONS	97,923.00	22,162.31	75,760.69	22.63
Final Totals	14,455,215.17	5,724,431.79	8,730,783.38	39.60

# HM Payson Monthly Statement of Wiscasset Accounts

<i>Account Name</i>	Market Value as of <b>08/31/2018</b>	Market Value as of <b>09/30/2018</b>	Market Value as of <b>10/31/2018</b>
Montsweag Dam Reserve Fund	\$ 155,757.22	\$ 156,414.94	\$ 149,734.87
Cemetery Trust Fund	\$ 1,956,695.00	\$ 1,964,957.68	\$ 1,881,039.53
General John French Scholarship	\$ 59,675.80	\$ 59,927.79	\$ 57,368.44
Jackson Cemetery Fund	\$ 28,925.69	\$ 29,047.83	\$ 27,807.28
Larabee Band Fund	\$ 700,051.54	\$ 703,007.70	\$ 672,984.10
Haggett Scholarship Fund	\$ 13,256.49	\$ 13,312.47	\$ 12,743.93
Mary Bailey Fund	\$ 426,367.72	\$ 428,168.18	\$ 409,882.24
Seth Wingren Fund	\$ 26,791.73	\$ 26,904.86	\$ 25,755.82
Wiscasset Community Center Endowment Fund	\$ 3,035.36	\$ 3,048.18	\$ 2,918.00
Cooper-Diperrri Scholarship Fund	\$ 27,474.74	\$ 27,590.76	\$ 26,412.43
Recreation Scholarship	\$ 784.36	\$ 787.67	\$ 754.03
<b>Town of Wiscasset Edowment Fund Total</b>	<b>\$ 3,398,815.65</b>	<b>\$ 3,413,168.06</b>	<b>\$ 3,267,400.67</b>
Town of Wiscasset Capital Reserve	\$ 884,422.35	\$ 888,891.30	\$ 848,622.02
Town of Wiscasset Construction Reserve	\$ 2,721,649.25	\$ 2,735,401.66	\$ 2,611,480.24
Town of Wiscasset Equipment Reserve	\$ 4,214,627.80	\$ 4,235,924.13	\$ 4,044,024.81
Town of Wiscasset Furnace Replacement Reserve	\$ 350,227.91	\$ 351,997.60	\$ 336,051.11
Town of Wiscasset Major Repairs Reserve	\$ 471,785.01	\$ 474,168.92	\$ 452,687.73
Town of Wiscasset Recreation Building Reserve	\$ 1,845,438.90	\$ 1,854,763.84	\$ 1,770,737.80
Town of Wiscasset Retirement Health Insurance Reserve	\$ 323,005.64	\$ 324,637.77	\$ 309,930.77
Town of Wiscasset Roof Repair Reserve	\$ 321,609.94	\$ 323,235.03	\$ 308,591.57
Town of Wiscasset Sale of Cemetery Lots Reserve	\$ 95,819.02	\$ 96,303.19	\$ 91,940.39
Town of Wiscasset Highway Department Capital Reserve	\$ 2,263.98	\$ 2,275.42	\$ 2,172.34
Town of Wiscasset Fire Department Vehicle Capital Reserve	\$ 3,018.66	\$ 3,033.91	\$ 2,896.47
<b>Town of Wiscasset Reserve Funds Total</b>	<b>\$ 11,233,868.46</b>	<b>\$ 11,290,632.77</b>	<b>\$ 10,779,135.25</b>

**Kathleen Onorato**

---

**From:** Linda Perry <clerk@wiscasset.org>  
**Sent:** Wednesday, November 7, 2018 7:35 AM  
**To:** 'Kathleen Onorato'; 'Marian Anderson'  
**Subject:** Results

November 6, 2018 Wiscasset Referendum

Question 1: Yes – 613  
                  No – 1221

*Linda E. Perry*

Town Clerk, Registrar of Voters  
Excise Tax Collector, Freedom of Access Officer  
Town of Wiscasset  
51 Bath Road, Wiscasset ME 04578  
(207)882-8200 Ext. #104  
[clerk@wiscasset.org](mailto:clerk@wiscasset.org)

SOULE SOULE & LOGAN  
ATTORNEYS AND COUNSELLORS AT LAW  
P.O. BOX 250  
WISCASSET, MAINE 04578-0250

DAVID B. SOULE (1916-2007)  
DAVID B. SOULE, JR.  
WILLIAM W. LOGAN

152 MAIN STREET  
-----  
TEL 207-882-5511  
FAX 207-882-4331  
e-mail: dbs@sslflaw.com

JEFFREY S. LaCOURSE

November 1, 2018

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



Re: Richard C. Hasenfus waterline easement

Dear Marian:

I was hoping you had been briefed on this project but in talking with Kathy Onorato just now, it sounds like this will be your initial introduction to this request.

The background: The waterline that serves the property on Main Street owned by Richard and Christina Hasenfus (Map U-1, Lot 85-A) currently comes off the Main Street line and passes through the cellar of Berries LLC (Rock Paper Scissors) (Map U-1, Lot 85) and then goes through their foundation into the Hasenfus building. The on/off valve for this line is in Berries cellar and requires Hasenfus to come into Berries, go down cellar and turn his water on or off. There have been some leakage issues, not to mention the inconvenience to both parties. This old line needs to be replaced.

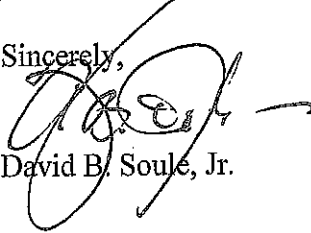
Richard Hasenfus now has his building for sale. He has talked extensively with Chris Cossette about different options, including coming directly from Main street into the Hasenfus building, coming off a main on Water street and maybe another option. Chris's current recommendation is to come in from Middle Street across the Town parking lot, across the back end of the Berries (Rock Paper Scissors) lot and then to Hasenfus. I thought you had been involved in this discussion but it appears not.

I have drafted an easement from the town to Hasenfus to lay the water line across the parking lot to the west line of Berries and also an easement across Berries to the Hasenfus west line. I am attaching copies of both easements and an Exhibit sketch showing the location of the water line to be installed so that you will have a full picture of this request. Crooker Construction has been retained to install the line and they provided this sketch. Chris Cossette, copied on this letter, may have more details.

I understand that you would be able to present this request to the Selectmen at their next meeting. If this proposal is agreeable, please sign the easement from the Town to Hasenfus, have your signature acknowledged and return the original to me for recording. I will get Berries to sign and will record that easement. Once both easements are recorded, Richard Hasenfus can deal with Crooker and Chris Cossette to make this happen.

If you or the selectmen have questions I would be glad to respond but since this is the Water District's suggestion, perhaps Chris's input would be more helpful. In any case, I look forward to a response so that Richard can move forward. Thank you for your consideration of this matter.

Sincerely,

  
David B. Soule, Jr.

Dbs

cc Erika Soule  
Chris Cossette, Water District  
Richard C. Hasenfus

COPIED

u:\common\corporation\llc\berries llc\hasenfus sale\hasenfus letter to town 11.1.18.docx

## WATER LINE EASEMENT

**K**NOW ALL MEN BY THESE PRESENTS, THAT BERRIES LLC, a Maine LLC with a principal place of business of Wiscasset, Maine, for consideration paid by RICHARD C. HASENFUS and CHRISTINA M. HASENFUS, of Georgetown, County of Sagadahoc and State of Maine with a mailing address of 42 Nathaniel Way, Georgetown, ME, the receipt whereof we do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL AND CONVEY unto the said RICHARD C. HASENFUS and CHRISTINA M. HASENFUS their heirs and assigns forever,

A fifteen foot (15') wide perpetual easement for the purpose of installing, maintaining, repairing, and replacing a water line crossing land of the Grantor and the right to enter upon the premises of the Grantor located in the Town of Wiscasset and further described in deed dated December 7, 2004 and recorded in Book 3404, Page 297 in the Lincoln County Registry of Deeds. This easement connects with a Water Line Easement given by the Town of Wiscasset to Richard C. Hasenfus crossing the Town parking lot. The location of the waterline easement is shown generally on the sketch plan attached hereto as Exhibit A and made a part of this easement by reference. The actual location of the water pipe as installed shall be the definitive location for purposes of this easement and the location of the pipe shall be the centerline of this easement.

Also granting the right to excavate or fill said easement and waterline, all to the extent as is, in the judgment of the Grantee, necessary for the purposes for which this easement is granted.

This easement is for the benefit of land owned by the grantee described in deed dated April 1, 1974 and recorded in Book 802, Page 173 in the Lincoln County Registry of Deeds it burdens land of the grantor as aforesaid and runs with the land.

Also granting the right in a reasonable manner to enter upon our premises adjacent to said water pipe at any or all times for the purpose of digging opening and filling said pipe trench and transport pipe and other necessary materials to and from the same, reserving to said Grantor, its successors and assigns, the right to enjoy the use of said land for all legal purposes. Upon completion of any repairs or replacement of said water pipe line, the Grantee herein shall return and repair the land herein described to its original condition or as nearly as is reasonable possible.

TO HAVE AND TO HOLD the aforegranted and bargained premises with all the privileges and appurtenances thereof, to the said Richard C. Hasenfus and Christina M. Hasenfus, their heirs and assigns, to them and their use and behoof forever.



IN WITNESS WHEREOF, the said BERRIES LLC, through its manager, Erika Soule  
has hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

SIGNED, SEALED and DELIVERED  
in presence of:

COPY

Berries LLC

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Erika Soule, Manager

STATE OF MAINE  
Lincoln, ss.

\_\_\_\_\_, 2018

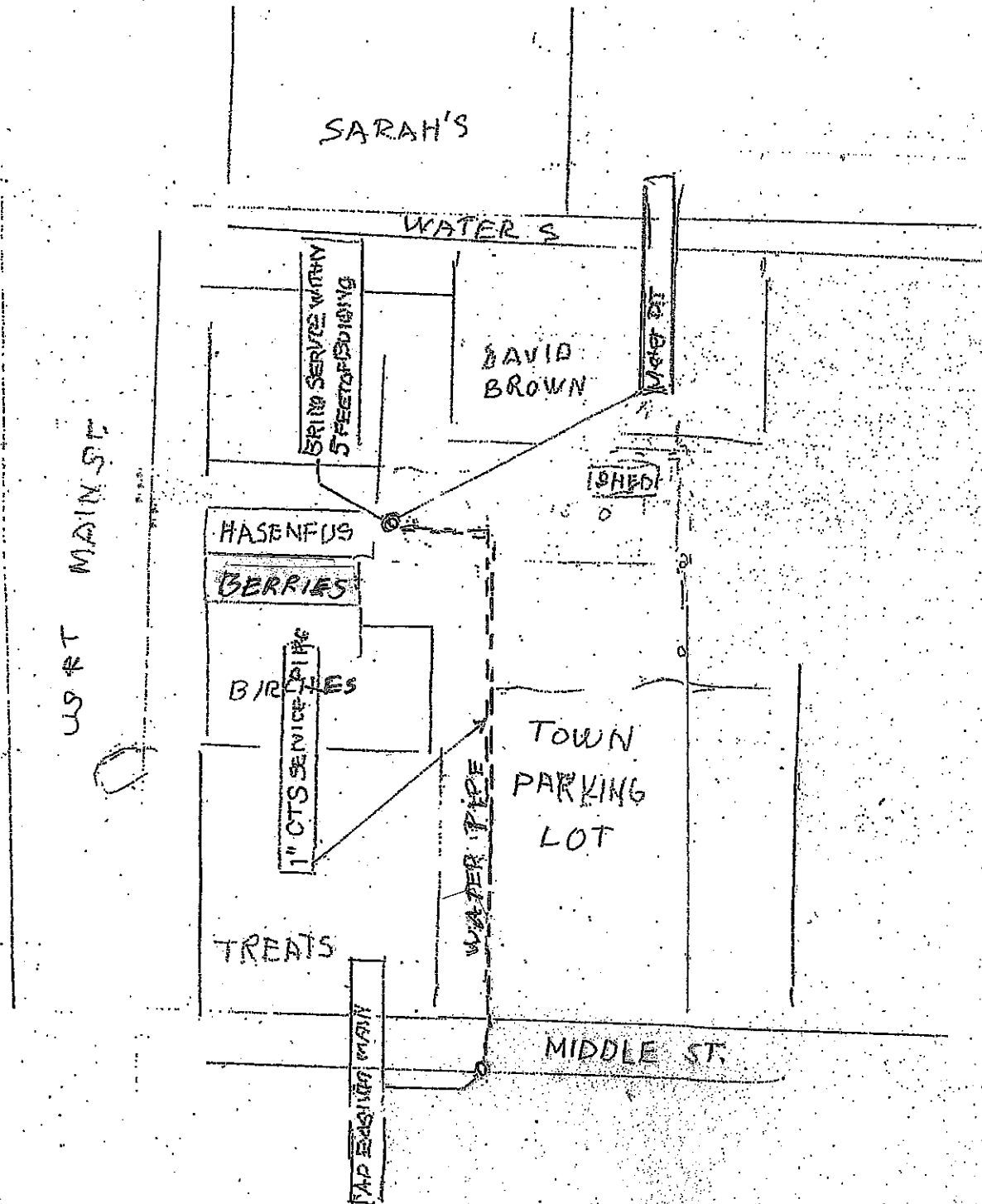
Personally appeared the above named Erika Soule, in her said capacity, and  
acknowledged the foregoing instrument to be her free act and deed and that of the LLC.

Before me,

\_\_\_\_\_  
Notary Public  
Attorney at Law

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

# EXHIBIT A Waterline Easement



## WATER LINE EASEMENT

**K** NOW ALL MEN BY THESE PRESENTS, the Inhabitants of the Town of Wiscasset Maine with a mailing address of 51 Bath Road, Wiscasset, ME 04578 for consideration paid by RICHARD C. HASENFUS and CHRISTINA M. HASENFUS, of Georgetown, County of Sagadahoc and State of Maine, with a mailing address of 42 Nathaniel Way, Georgetown, ME 04548, the receipt whereof we do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL AND CONVEY unto the said RICHARD C. HASENFUS and CHRISTINA M. HASENFUS, their heirs and assigns forever,

A fifteen foot (15') wide perpetual easement for the purpose of installing, maintaining, repairing, and replacing a water line crossing land of the Grantor and the right to enter upon the premises of the Grantor located in the Town of Wiscasset and being the Town parking lot located on the easterly side of Middle Street. The location of the waterline easement is from Middle Street across the town parking lot to the westerly boundary of Berries, LLC shown generally on the sketch plan attached hereto as Exhibit A and made a part of this easement by reference. The actual location of the water pipe as installed shall be the definitive location for purposes of this easement and the location of the pipe shall be the centerline of this easement.

Also granting the right to excavate or fill said easement and waterline, all to the extent as is, in the judgment of the Grantee, necessary for the purposes for which this easement is granted.

This easement is for the benefit of land owned by the grantee described in deed dated April 1, 1974 and recorded in Book 802, Page 173 in the Lincoln County Registry of Deeds it burdens land of the Town of Wiscasset as aforesaid and runs with the land.

Also granting the right in a reasonable manner to enter upon our premises adjacent to said water pipe at any or all times for the purpose of digging opening and filling said pipe trench and transport pipe and other necessary materials to and from the same, reserving to said Grantors, their heirs and assigns, the right to enjoy the use of said land for all legal purposes, except that no building or structures shall be erected in said easement which shall prevent the Grantee, their successors or assigns from exercising the rights herein conveyed. Upon completion of the any repairs or replacement of said water pipe line, the Grantee herein shall return and repair the land herein described to its original condition or as nearly as is reasonable possible.

TO HAVE AND TO HOLD the aforegranted and bargained premises with all the privileges and appurtenances thereof, to the said RICHARD C. HASENFUS and

CHRISTINA M. HASENFUS thier heirs and assigns, to them and their use and behoof forever.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed and sealed by Marian L. Anderson, its duly authorized Town Manager this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

SIGNED, SEALED and DELIVERED  
in presence of:

Inhabitants of the Town of Wiscasset

\_\_\_\_\_  
Witness

By \_\_\_\_\_  
Marian L. Anderson  
Its Town Manager

STATE OF MAINE  
Lincoln, ss.

2018

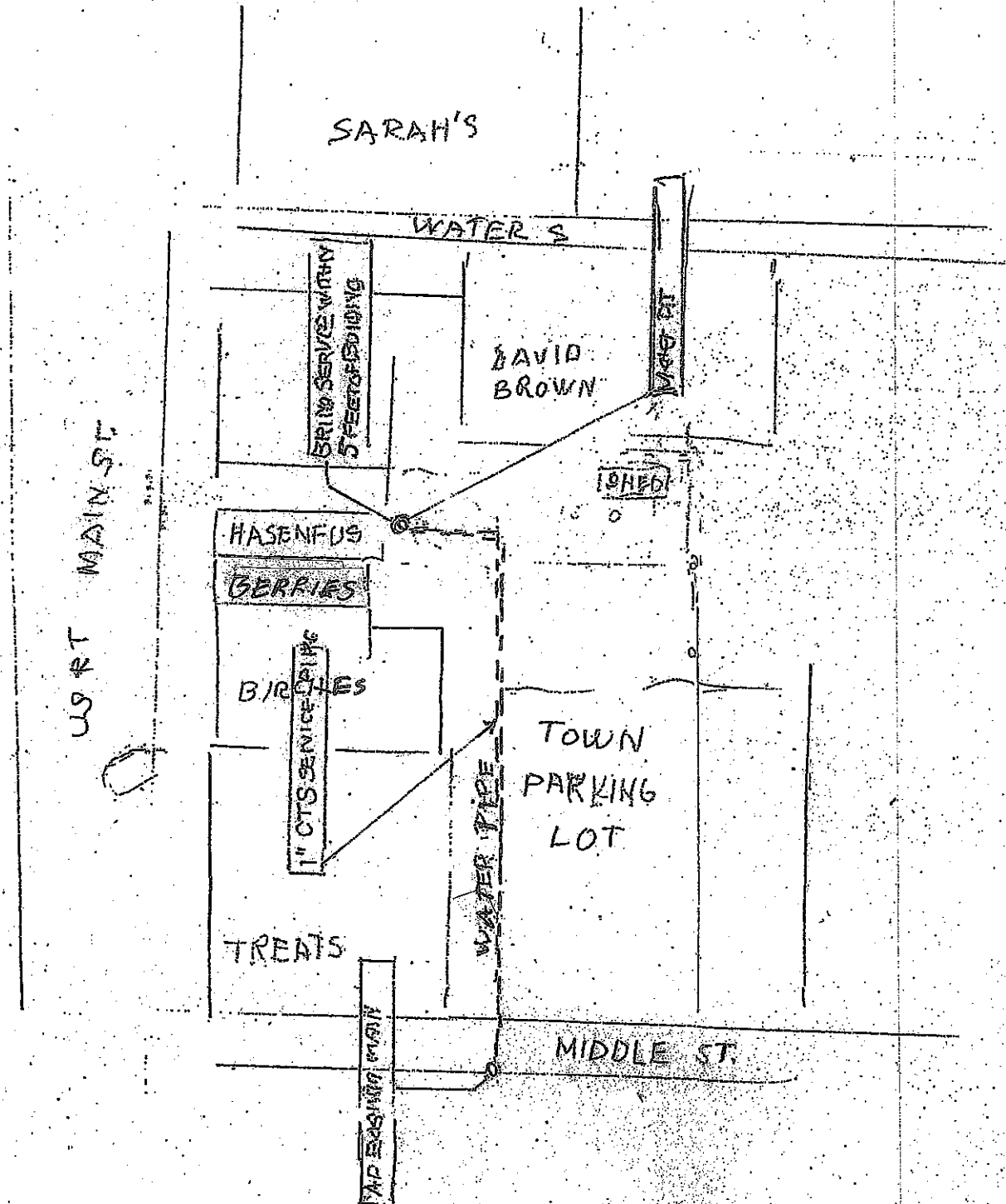
Personally appeared the above named Marian L. Anderson, Town Manager of the Town of Wiscasset and acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of the Inhabitants of the Town of Wiscasset.

Before me,

\_\_\_\_\_  
Notary Public  
Attorney at Law

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

# EXHIBIT A Waterline Easement



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

12a

**NOTICE OF PROPERTY TAX ASSESSMENT REVIEW**

10/30/18

Biomerieux, Inc  
100 Randolph Street  
Durham, NC 27712

**PROPERTY REVIEWED**

**Personal Property Acct # 147**

**CURRENT ASSESSED VALUE**

**Personal Property Value: \$ 1,500**

**FINDINGS**

After careful review of the assessments of your property, the following determination/ findings have been made:

\_\_\_\_\_ The assessment is fair and correct. No adjustment will be made.

\_\_\_\_\_ The assessment is fair and correct. No abatement will be made.

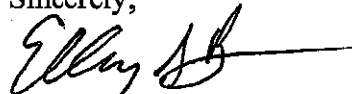
  X   An adjustment will be made. The following assessments now apply.

**Personal Property Value: \$ 0**

  X   Abatement will be recommended for : **\$ 29.33**

Remarks: Per further review and information provided, Biomerieux had no personal property in Wiscasset as of April 1<sup>st</sup> 2018. I hereby recommend abatement for error in assessment. If you have any further questions, please feel free to contact the Wiscasset Assessing office.

Sincerely;



Ellery G. Bane C.M.A  
Assessors Agent  
Town of Wiscasset

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

**NOTICE OF PROPERTY TAX ASSESSMENT REVIEW**

10/30/2018

Judith M. Waner  
Blythe House Antiques  
P.O. Box 406  
Wiscasset, ME 04578

**PROPERTY REVIEWED**

**Map U01 Lot 028 RE Acct # 1161**

**CURRENT ASSESSED VALUE**

**Land Value: \$ 173,100 Building Value: \$ 355,200**

**FINDINGS**

After careful review of the assessments of your property, the following determination/ findings have been made:

\_\_\_\_\_ The assessment is fair and correct. No adjustment will be made.

\_\_\_\_\_ The assessment is fair and correct. No abatement will be made.

An adjustment will be made. The following assessments now apply.  
These changes will be applied for the next Tax year.

**Land Value: \$ 173,100 Building Value: \$ 311,800**

Abatement will be recommended for : **\$ 848.47**

Remarks: Per further review and site visit, add missed 2sFr (78 square feet), adjust 1sFr/Garage to 1/2sFr/Garage also adjust all 2005 adds to condition of average. In addition, there are two baths upstairs not used for over 15 years and would need to be replaced to use (adjust). Finally, adjust dwelling overall for style. If you have any further questions, please feel free to contact the Wiscasset Assessing office.

Sincerely;



Ellery G. Bahe C.M.A  
Assessors Agent  
Town of Wiscasset

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

**NOTICE OF PROPERTY TAX ASSESSMENT REVIEW**

10/22/18

Ronald Gonyou Jr.  
263 Pooler Pit Road  
Wiscasset, ME 04578

**PROPERTY REVIEWED**

**Map R01 Lot 37-E RE Acct #116**

**CU1RRENT ASSESSED VALUE**

**Land Value: \$ 40,900 Building Value: \$ 50,200  
Homestead Exemption= \$0**

**FINDINGS**

After careful review of the assessments of your property, the following determination/  
findings have been made:

\_\_\_\_\_ The assessment is fair and correct. No adjustment will be made.

\_\_\_\_\_ The assessment is fair and correct. No abatement will be made.


  X   An adjustment will be made. The following assessments now apply.

**Land Value: \$ 40,900 Building Value: \$ 50,200  
Homestead Exemption=\$20,000**

  X   Abatement will be recommended for : **\$ 391.00**

Remarks: Per further review and information provided the homestead exemption was omitted from the Tax commitment in error. I hereby recommend abatement. If you have any further questions, please feel free to contact the Wiscasset Assessing office.

Sincerely;

  
Ellery G. Bane C.M.A  
Assessors Agent  
Town of Wiscasset





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

**NOTICE OF PROPERTY TAX ASSESSMENT REVIEW**

11/06/18

William & Donna Phinney Heirs  
P.O. Box 760  
Wiscasset, ME 04578

COPY

**PROPERTY REVIEWED**

**Map U01 Lot 112 RE Acct #1250**

**CURRENT ASSESSED VALUE**

**Land Value: \$ 100 Building Value: \$ 0**

**FINDINGS**

After careful review of the assessments of your property, the following determination/ findings have been made:

\_\_\_\_\_ The assessment is fair and correct. No adjustment will be made.

\_\_\_\_\_ The assessment is fair and correct. No abatement will be made.

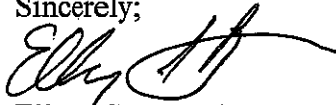
  X   An adjustment will be made. The following assessments now apply.

**Land Value: \$ 0 Building Value: \$ 0**

  X   Abatement will be recommended for : **\$ 1.95**

Remarks: Per further review and information provided this lot was owned by The Town of Wiscasset and was assessed to Phinney heirs in error. I hereby recommend abatement. If you have any further questions, please feel free to contact the Wiscasset Assessing office.

Sincerely;



Ellery G. Bane C.M.A  
Assessors Agent  
Town of Wiscasset

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

**NOTICE OF PROPERTY TAX ASSESSMENT REVIEW**

11/06/18

Danilo Konvalinka Trust  
18 High Street  
Wiscasset, ME 04578

COPY

**PROPERTY REVIEWED**

**Personal Property Acct # 210**

**CURRENT ASSESSED VALUE**

**Personal Property Value: \$ 12,000**

**FINDINGS**

After careful review of the assessments of your property, the following determination/findings have been made:

\_\_\_\_\_ The assessment is fair and correct. No adjustment will be made.

\_\_\_\_\_ The assessment is fair and correct. No abatement will be made.

  X   An adjustment will be made. The following assessments now apply.

**Personal Property Value: \$ 0**

  X   Abatement will be recommended for : **\$ 234.60**

Remarks: Per further review and information provided, this account had no personal property in Wiscasset as of April 1<sup>st</sup> 2018. I hereby recommend abatement for error in assessment. If you have any further questions, please feel free to contact the Wiscasset Assessing office.

Sincerely;



Ellery G. Bane C.M.A.  
Assessors Agent  
Town of Wiscasset

COPY

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

126

**NOTICE OF PROPERTY TAX ASSESSMENT REVIEW**

10/30/18

Valerie Hinkley  
52 Shea Road  
Wiscasset, ME 04578

**PROPERTY REVIEWED**

Map R05 Lot 037-"ON" RE Acct #601

**CU1RRENT ASSESSED VALUE**

**Land Value: \$ 0 Building Value: \$ 0**

**FINDINGS**

After careful review of the assessments of your property, the following determination/ findings have been made:

\_\_\_\_\_ The assessment is fair and correct. No adjustment will be made.

\_\_\_\_\_ The assessment is fair and correct. No abatement will be made.

X  An adjustment will be made. The following assessments now apply.

**Land Value: \$ 0 Building Value: \$ 38,900**

X  Supplement will be recommended for : **\$ 760.50**

Remarks: Per further review and information provided this MH was omitted from commitment in error. I hereby recommend a supplemental tax. If you have any further questions, please feel free to contact the Wiscasset Assessing office.

Sincerely;



Ellery G. Bane C.M.A  
Assessors Agent  
Town of Wiscasset

COPY