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WISCASSET SELECT BOARD,
TAX ASSESSORS AND OVERSEERS OF THE POOR
NOVEMBER 13, 2018

Preliminary Minutes

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

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

1. Pledge of Allegiance

2. Approval of Treasurer's Warrants

- a. **Kathy Martin-Savage moved to approve the payroll warrant of November 9, 2018. Vote 5-0-0.**
- b. **Kathy Martin-Savage moved to approve the accounts payable warrant of November 13, 2018. Vote 5-0-0.**

3. Approval of Minutes

- a. **Ben Rines, Jr., moved to approve the minutes of November 5, 2018 and the minutes of November 6, 2018 as amended. Vote 5-0-0.**

4. Special Presentations or Awards – none

5. Committee Appointments – none

6. Public Hearings – none

7. Public Comment

Judy Flanagan described the activities planned for the Holiday Marketfest at the Community Center, Nichols-Sortwell House, First Congregational Church, Wiscasset Public Library and the downtown shops the second weekend of December. In addition, there will be a Snow Ball at Water's Edge on Saturday, December 8. Flanagan asked permission to put up signs advertising the events. **Ben Rines, Jr., moved to allow the Chamber of Commerce's Holiday Marketfest to put up signage. Vote 5-0-0.**

8. Department Head or Committee Chair

- a. **Police Chief Lawrence Hesseltine – Request to expend \$30,000 reimbursement check: Chief Hesseltine asked permission to put back into the Law Enforcement budget the \$30,000 reimbursement check received from Brunswick for Officer Fisher. Judy Colby moved to expend \$30,000 as the chief sees fit. Vote 5-0-0.**
- b. **Chief T. J. Merry – Fire Station door opener issues – Tabled until December 4 per request of Fire Chief.**

9. Unfinished Business

a. Maine Yankee Covenant Amendment – Request for consent: J. Brown, Site Manager, gave an overview of the work done by the State and the DEP leading to the request for consent of the Maine Yankee Environmental Covenant Amendment. The DEP and Maine Yankee have agreed that further monitoring of the groundwater is no longer necessary as it meets groundwater standards and they have asked that the Town sign the Consent. In response to Kim Andersson's question, Brown said that no development is planned on the site, only storage of fuel that is currently there. He added that there is no near-term plan to move the canisters. Attorney Ken Gray said that the nuclear issues are independent of the agreement. **Judy Colby moved to direct and authorize the Town Manager to execute the Consent to Amendment of Environmental Covenant relating to the Maine Yankee site in substantially the form as presented tonight. Vote 3-2-0 (Andersson and Rines opposed).**

b. Review Property Tax Payment Agreement

The board had received copies of a sample Land Purchase Installment Contract obtained from MMA, although MMA recommends consulting the town attorney. Judy Colby advised holding a workshop with the town attorney. Marian Anderson said MMA advises the Town not to enter into installment contracts and to not accept any payments after the property tax lien has automatically foreclosed. Bob Blagden asked the point of entering into a mortgage when the Town already has a tax lien on the property which trumps the mortgage. Judy Flanagan said someone from the State addressed the board on this subject a few years ago and Flanagan thought there was no cost. The Town Manager will check on this. Bob Blagden said the form looked incredibly complicated to accomplish what we want to. He asked if it would be better to have an agreement with a schedule for payoff and if payments were not made, the Town would enforce the lien. He added that the fact that taxes increased substantially was not considered when the current agreements were made. Vernice Boyce said only six property owners have agreements at this time. The Town Manager asked for permission to work with those who had faithfully worked with the town to enter into an agreement and to bring back the others for the board's consideration on December 4. She said the first step in the past had been to sell vacant land. Ben Rines, Jr., asked that commercial properties be included in the list to be sold. Anderson will send the MMA document to the Town Attorney and invite her to the December 4 meeting to discuss the matter.

10. New Business

a. Wiscasset Chamber of Commerce: Holiday Marketfest, fireworks December 6th: Marian Anderson asked that this item be postponed until the December 4th meeting for a more in-depth discussion with Director of Recreation Lisa Thompson.

b. 2019 Fourth of July contract with Central Maine Pyrotechnics: Thompson, who was present, said there had been mixed reviews of the fireworks the previous year and before spending money on fireworks, she would like an opportunity to see if there are other companies who could provide fireworks. She added that more cooperation from town employees is needed for the 4th of July. She said people want parades and fireworks, but activities at the harbor don't work out well. **Bob Blagden moved to put the fireworks out to bid. Vote 5-0-0.**

c. Bid Opening

•Parks and Recreation Truck: One bid was received from Quirk for a 2019 F350 Ford Super Duty 4-wheel drive truck and Fisher plow - \$35,782 plus options: \$490 spray-in lining, \$395 undercoating, \$850 inside panel and outside fender hood. No delivery date was given. The bid asked for a delivery date by December 31; \$42,000 was budgeted for the truck. Because the bid needed clarification, **Bob Blagden moved to have the Recreation Director go there and see if it meets the bid specifications, is under \$42,000 and can be delivered by December 31 and if so to accept it. Vote 5-0-0.**

d. Monthly Financials

- Department year to date expense report
- H.M.Payson

e. Election Results: Town Clerk Linda Perry reported that the vote on the referendum (CLC Ambulance) was Yes – 613, No – 1,221.

f. Richard C. Hasenfus Waterline Easement Request – Soule, Soule & Logan: Changes are still being made to the draft and the item will be on the agenda for the next meeting. Ben Rines, Jr., confirmed that they, not the town, would be paying the legal fees.

11. Town Manager's Report

Marian Anderson reported that she had received an email from William Pulver, DOT, stating that the loading zones planned for the Main Street project are the ones indicated by Ernie Martin: on Railroad Avenue, in front of Red's Eats and in front of the former Chinese restaurant. No additional loading zone on Main Street is under consideration.

In response to Ben Rines' question, Steve Christiansen said the "Keep Right" sign on Pleasant Street had been replaced.

12. Other Board Business

a. Assessors Abatements

- Biomerieux, Inc. (Personal Property Account #147) \$29.33
- Judith N. Waner, Blythe House Antiques (Map U01k Lot 028) \$848.47
- Ronald Gonyou (Map R01, Lot 037-E) \$391.00
- William and Donna Phinney Heirs (Map U01, Lot 112) \$1.95
- Danilo Konvalinka Trust (Personal Property Account #210) \$234.60

Bob Blagden moved to approve the abatements of Biomerieux, Inc. for \$29.33; Judith N. Waner for \$848.47; Robert Gonyou for \$391; William and Donna Phinney Heirs for \$1.95; and Danilo Konvalinka Trust for \$234.60 as recommended by Assessors Agent Ellery Bane. Vote 5-0-0.

b. Assessors Supplemental

- Valerie Hinkley (Map R05, Lot 037-ON), \$760.50

Ben Rines, Jr. moved to approve the Supplemental of Valerie Hinkley (Map R05, Lot 037-ON) for \$760.50 as recommended by Assessors Agent Ellery Bane. Vote 5-0-0.

13. Adjournment

Judy Colby wished everyone a happy Thanksgiving.

Kathy Martin-Savage moved to adjourn the meeting at 7:30 p.m. Vote 5-0-0.

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

OVERHEAD DOOR COMPANY

Division of Maine Building Specialties Co., Inc.

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



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

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

8a

SALES & SERVICE ESTIMATE

BILL TO <u>Unlabeled Fire Dept</u>		DATE <u>10/16/18</u>	
ADDRESS _____		Tel. No. _____	
JOB NAME <u>Unlabeled Fire Dept</u>		SO NUMBER <u>RS473</u>	
ADDRESS <u>61 Ruth Rd Portland ME</u>		BUILDING # _____	DOOR # <u>1</u>
THIS QUOTATION IS FOR ACCEPTANCE WITHIN 30 DAYS THEREAFTER ALL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.			
ADDITIONAL WORK RECOMMENDATION			
<p><u>The Overhead Door Co.</u></p> <p><u>Purposes to Replace all 4 1960 Vintage</u></p> <p><u>operators. With Current UL 325 SAFETY</u></p> <p><u>Compliant w/d RSX operators - With</u></p> <p><u>Monitored photo eyes and 1-4 button</u></p> <p><u>Remote per door</u></p> <p><u>- Materials -</u></p> <p><u>1. All 4 Bars empty</u></p> <p><u>2. 4- RSX 1/2 1phase w/ Brake + 4- 4 Channel Remote</u></p> <p><u>3. MAN lift</u></p> <p><u>4. photo eye wiring (low vac) Not in Condition, any additional</u></p> <p><u>wiring by others</u></p> <p><u>5. two days two men</u></p> <p><u>6. See pics sent to B.G.</u></p>			
TO INITIATE ORDER: PLEASE SIGN AND RETURN THIS COPY. PLEASE INCLUDE DEPOSIT IF REQUIRED.		CUSTOMER CONTACT EMAIL ADDRESS: _____	
TERMS _____		TOTAL AMOUNT	<u>6,148.00</u>
WE ACCEPT THIS QUOTATION AND CONDITIONS NOT SUBJECT TO CANCELLATION		OVERHEAD DOOR COMPANY Div. MAINE BUILDING SPECIALTIES CO., INC.	
APPROVED CUSTOMER SIGNATURE _____		By <u>Cameron</u>	
BY: _____ DATED: _____			



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www.overheaddoor-portland.com

THANK YOU FOR YOUR BUSINESS

Family Owned & Operated

FORM 2

www.overheaddoor-augusta.com

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

Commercial

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

Work Order

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

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

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

Work Performed Codes

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

*1. Centrifugal Switch was stuck on motor, cleaned functions O.K. Not sure for how long?
Completed Commercial Check list*

Parts used / Additional Work Performed Items

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

WORK COMPLETE _____ DATE _____ TRUCK # _____ REG. _____ O.T. _____ D.T. _____

10/16/18 x

Date

Authorized Signature

(Printed)

Title

WORK INCOMPLETE - ADDITIONAL WORK REQUIRED:

See Attached quote

CUSTOMER AUTHORIZATION
FOR ADDITIONAL WORK: X

Authorized Signature

(Printed)

Title

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



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

Date 10/16/18

Customer Name: Wiscasset Fire dept

SO# 6543

Door#/Area #1

PLEASE ATTACH A COMPLETED COPY TO EACH SERVICE OR MANUAL FORM

Commercial Service Checklist

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

CHECK BOX TO INDICATE TASK COMPLETED

OPERATOR

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

GENERAL SERVICE DOOR

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

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Wiscasset Budget Committee Minutes
10/10/2018

86

10/10/18

Present members: Judy Flanagan, Shaye Paradis, Ervin Deck, Zachary Gray, Bill Maloney, Will Laliberte

Convene at 6 P.M.

First Order of business: presentation by the Select Board regarding overdrafts of \$123,837.53.
\$97,574.67 (primarily due to MDOT lawsuit and Bryant lawsuit)
\$6,437.00 Benefits/Unemployment
\$20,480.04 Public Utilities

Bills have been paid from the fund balance. Discussion about Article J, which has been removed from the Selectboard. Article J allowed the Selectboard to use the general fund to paid for overdrafts. Town Treasurer recommended a larger contingency fund than the current \$20,000.

Motion to approve town meeting by Bill Maloney, seconded by Zachary Gray. Vote was 6-0-0.

The question was posed to the Selectboard what direction they would like to take for the budget committee. Discussion was had about the purpose of the budget committee and feeling like we were not that involved in the process. Our by-laws are vague and do not provide much guidance to the budget committee. We would like to more involvement in the budget process, earlier on and the ability to meet with department heads.

CMP is not here to present to the budget committee but is going to present to the selectboard next Tuesday, 10/16/18.

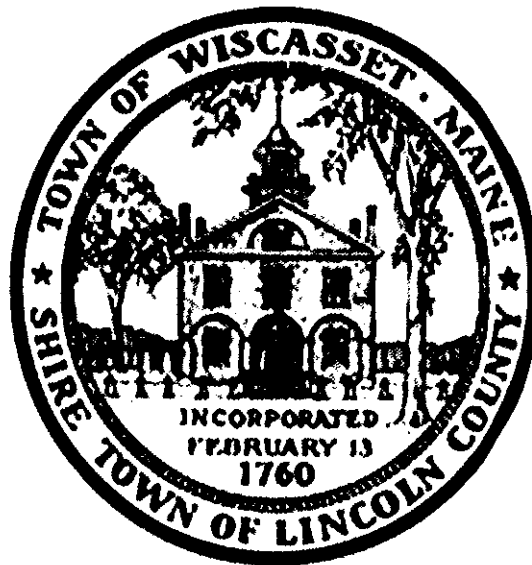
Motion to approve minutes and seconded. Vote was 6-0-0.

Town Treasurer's Report : The town is at 23.89% of the budget spent and is where it should be with spending, roughly 25%. The town has not had to borrow to pay town bills because the school is allowing us to pay them back as they need funds. Taxes will be coming in and the Treasurer is hoping we will not have to borrow.

Discussion about tax liens and how to collect them needs to occur with the Selectboard.

Adjourn at 7 P.M.

Town of Wiscasset
October 2018
Monthly Reports





Town of Wiscasset

AIRPORT REPORT

To: Marian L. Anderson, Town Manager
From: Rick Tetrev, Airport Manager
Re: Airport Monthly Report
Date: November 21, 2018

Attachments:

1. Airport Advisory Committee Minutes October 19, 2018
2. Photographs of
3. Aircraft operations

Re: Airport Monthly Report, October 2018

Activity for the month of October, as reported by the G.A.R.D. system (Airport Invisible Intelligence System), totaled 365 operations. There were 462 operations reported for September of 2017. This is a 26.5% decrease over last year. The decrease is largely due to inclement weather.

For the month of September KIWI had 13 aircraft that were housed for one night or more either on the ramp or in a hangar. They purchased a total of \$2,456.81 in gas and paid \$785.00 in hangar/tie down fees. The tie down fees were lower, again due to weather, and also most of the tie downs were only one night. If they buy fuel the first night is free.

Sale of 100 LL Aviation Gas was 3,219.7 gallons for a total of \$16,001.91 dollars and sale of Jet A was 351.8 gallons for a total of \$1,428.39 dollars. On October 29 we purchased 7,998 gals of 100 LL AVGAS.

Respectfully submitted,

Rick Tetrev

Rht



Town of Wiscasset

Wiscasset Municipal Airport Advisory Committee Meeting Minutes – October 17, 2018 - submitted by Steve Williams

Opening

The regular meeting of the Wiscasset Airport Advisory Committee was called to order at 5:05 pm on October 17, 2018 by Chair Steve Williams.

Present

Steve Williams (Chair), Ray Soule, , Pam Brackett, Erv Deck, Airport Manager Rick Tetrev

Approval of Minutes

The minutes of the September 19, 2018 meeting were approved .

Manager's Report

Manager Rick Tetrev reviewed his September report to the town.

- GARD system reported 570 flight operations
- 25 overnight transient aircraft contributed \$4,400 in fuel sales and \$1475 in tie down fees.
- Sale of 100LL was 4,331 gallons and sale of Jet A was 413 gallons.
- Airport Advisory Committee completed Airport Rules and Regulation document. This has been passed to Town Manager/Select Board for review.
- Repairs to damaged fuel credit card machine have been authorized. Owner and vehicle's insurance company is paying for the repairs.

New Business

- Runway Condition Tour conducted and led by committee member Erv Deck. Discussed deteriorating condition and reconstruction project.

Old Business

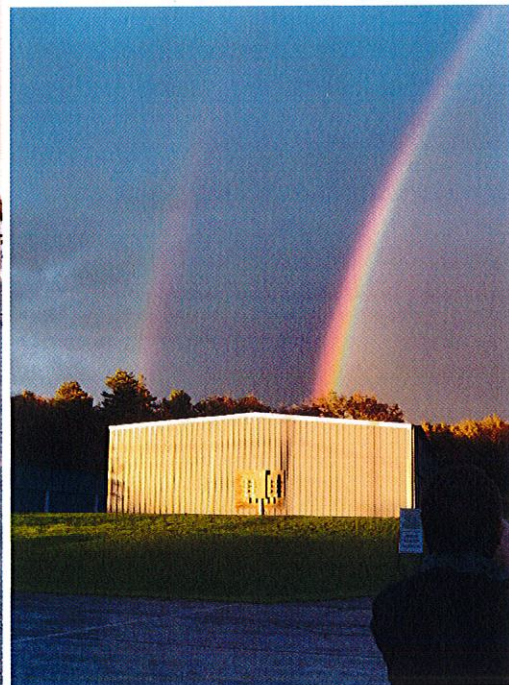
- Continued discussions on Airport Beacon and best method to have it painted. Rick Tetrev will contact Public Works.
- Airport Rules and Regulations slated to be on Selectman's agenda December 4th. Committee member Erv Deck is not available so will try and move it to the 18th
- Committee will begin work on Airport Minimum Standards at next scheduled meeting. Advisory Circular 150/5190-7 handed out to committee members which provides basic information on the subject.

Adjournment

The meeting was adjourned at 5:30 pm. The next general meeting will in December of 2018. Date to be set when members check their calendars



Town of Wiscasset



Airport Committee: left to right, Pam Brackett, Ray Soule, Steve Williams and Erv Deck.



Town of Wiscasset

TOWN CLERK REPORT

To: Marian L. Anderson, Town Manager
From: Linda Perry, Town Clerk
Re: October Monthly Report
Date: November 27, 2018

Election:

Preparations were made this month for the upcoming General Election and the Town's Referendum Election that will be held on November 6, 2018. Ballots were ordered for the Town Referendum and all Town and State absentee ballots were made available on October 9th. All election/ballot clerks were scheduled and training was held on October 18th. Absentee voting was conducted at the Wiscasset Green as required by Title 21-A 735-B(5). The election tabulating machines (DS 200) were tested and charged in preparation for Election Day and Early Processing. With preapproval from the Secretary of State's office the absentees will be processed publicly at the Wiscasset Community Center in the Senior Center on November 5th beginning at 10:00 a.m.

A Special Open Town Meeting was held on October 29, 2018, at 6:00 p.m. in the Municipal Building Hearing Room. 18 registered voters were in attendance. William Maloney was elected Moderator. The article passed unanimously.

Article 2. To see if the Town will vote to authorize the Selectmen to expend from the Undesignated Fund (Surplus), FY '18 overdrafts = \$97,574.67 contracted services/legal (MDOT litigation); \$6,437.00 Benefits/Unemployment (billed from unemployment); and \$20,480.04 Public Utilities (increase in water rates mid fiscal year)?

Clerk:

2019 dog licenses were available on October 15, 2018. A spayed/neutered dog is \$6.00 and unaltered dogs are \$11.00. Kennel licenses are \$42.00 and require an inspection by the animal control officer. All 2019 dog licenses are due December 31, 2018 for the 2019 year. A late fee of \$25.00 will be charged starting February 1, 2019. Current proof of rabies vaccination and spay/neutering certificate are required for licensing all dogs.



Town of Wiscasset

Financials:

	Auto Excise	Boat Excise	Agent Fees	Vital Fees
Monthly Revenues	\$65,473.80	\$12.00	\$1,371.25	\$205.20
Year to date	\$262,028.15	\$1,019.80	\$5,359.75	\$1,111.80
Met yearly revenue projection by:	43.68%	16.86%	31.53%	-----



Town of Wiscasset

CODE ENFORCEMENT REPORT

To: Marian L. Anderson, Town Manager
From: Bruce Mullins, Code Enforcement Officer
Re: Monthly Report
Date: November 26, 2018

October Activity Report:

Building Permits:

Water Street 8x11 Shed
River Point 12x24 Garage
Gardiner Road 10x10 Entry Way
Bradford Road 14x36 work Shop
Old Stage Road 20x40 Shed Roof
Shea Road 12x16 Storage Building
Old Sheepscot Road 26x44 Double Wide

Plumbing Permits:

Bradford Road two water treatment filters
Bath Road Move sewer from septic to public sewer
Old Sheepscot Road new septic and internal plumbing

Correspondence:

Letter to Mark Hergenroeder for temporary CO
Letter to Bruce Benner and Owner of Fix Auto repair regarding no permit for repairs to 313 Bath Road – no response
Letter to Kevin Brewer- Question septic system and inspection of new building inspection- no response

I was asked to inspect a new coffee shop in the old Wiscasset Hardware and found no permit for building, plumbing, or a sign permit. Was able to inspect part of the work and I'm waiting on replies from the business owner and plumber.

Also waiting on a reply from Downeast Energy on repairs on the house on Lee Street.



Town of Wiscasset

FIRE DEPARTMENT REPORT

To: Marian L. Anderson, Town Manager
From: T.J. Merry, Fire Chief
Re: October Monthly Report
Date: November 28, 2018

In the month of October the Wiscasset Fire Dept. responded to 14 calls for service.

- 2 MVA
- 2 Structure Fires
- 3 Fire Alarms
- 3 Service Call
- 1 Co2
- 1 Propane Incident
- 2 Assist to WEMS

October was fire prevention month which was a huge success for us this year. We also finished up our annual mandatory hose testing. We went into both school systems and did a live fire drill, which had firefighters in full turnout gear and SCBA (self-contained breathing apparatus) on. Firefighters did full sweeps of the building to ensure everyone was out of the building. We will be doing this again in the spring.

There are currently 16 members on our active roster, with 10 on our lifetime membership roster.

Respectfully Submitted,
TJ Merry, Fire Chief



Town of Wiscasset

Wiscasset Police Department

To: Marian L. Anderson, Town Manager
From: Lawrence Hesseltine, Wiscasset Police Chief
RE: October Monthly Report
DATE: November 7, 2018

Wiscasset Police Department October Call Statistics

Reason	Total
9-1-1 CHECK	1
Administrative	1
ALARM BURGLAR	5
ASSAULT	2
ASSIST CITIZEN	7
ASSIST OTHER AGENCY	3
CIVIL COMPLAINT	1
COMMUNITY POLICING	2
CRIMINAL MISCHIEF	2
DISABLED MV	6
ERRATIC OPERATIONS	5
ESCORT/TRANSPORT	1
FIRE ALARM	1
FIRE STRUCTURE	1
HARASSMENT	2
JUVENILE PROBLEM	1
Littering	2
LOUD NOISE	2
MEDICAL EMERGENCY	2
MENTAL SUBJECT	1
MOTOR VEHICLE ACCIDENT	9
MOTOR VEHICLE STOP	13
POLICE INFORMATION	6
PROPERTY CHECK	56
Sex Offender Registration	1
SEX OFFENSES	1
SPECIAL DETAIL	1



Town of Wiscasset

Police Report

SUSPICIOUS ACTIVITY	5
THEFT / FORGERY / FRAUD	3
TIPLINE INFORMATION	1
TRAFFIC CONTROL	4
WELFARE CHECK	2



Town of Wiscasset

PUBLIC WORKS DEPARTMENT

To: Marian L. Anderson, Town Manager
From: Doug Fowler, Public Works Director
Re: October Monthly Report
Date: November 28, 2018

Operations:

October is a transitional month for my department as we prepare for the inevitable winter season. Plows and sanders are dusted off and inspected, and winter-sand and salt is restocked in the "barn." This year we put up just over 2500 cubic yards of screened sand blended with rock salt to replenish our supply. Of the 2500, just under 2000 was hauled in on Town trucks: a substantial cost increase in the cost of sand made it more feasible to do so. Having the new, 10-wheel dump truck with a 14 cubic yard payload also helped with this decision.

In addition to preparing for winter, we kept after the falling leaves in the cemeteries and commons as best we could between rain storms. The tons of leaves collected from the commons and Town-ways are delivered to Lincoln County Recycling on Huntoon Hill Road where they are composted. This is a good deal/trade for us as in the spring LCR permits us to bring our street sweepings (primarily sand) there as well.

A few "others":

- Backfilled the shoulders of the reconstructed Gibbs Road
- Pulled the float at the Ferry Landing for the season
- Graded Dickinson Road
- Interviewed prospective candidates for the Mechanic's position
- Installed new windsocks at the Airport
- Repaired a catch basin on Union Street
- Cleared several blow downs from the minor windstorm that occurred
- Researched and coordinated the rehab of the Wastewater Facility's deteriorating dump truck body: a poly liner was custom fit to hopefully keep the vehicle in service for the rest of the fiscal year
- Met with vendors in regard to fence replacement at the Ancient and Greenlawn cemeteries
- Pot-hole patching
- Continued with roadside ditching , shoulder maintenance, and culvert replacement

Financials:

At 1/3rd of the year we are into the Highway budget 26.95% (November's report will experience a slight jump due to the expenditure of winter-sand and other winter-prep items). The Cemetery budget is also in line at 22.63%; low percentage spent as a large portion of the budget is allocated for the fence replacement which is planned for the spring.



Town of Wiscasset

In conclusion, although experiencing staffing issues, we accomplished many tasks this season. The teamwork and work-ethic of my crew continue to get the job done and done well. As I repetitively state, I am very proud to be the leader of such individuals.

Faithfully yours,

Doug

Director of Public Works
Wiscasset, Maine



Town of Wiscasset

PARKS AND RECREATION DEPARTMENT

To: Marian L. Anderson, Town Manager
From: Lisa Thompson, Parks & Recreation Director
Re: October Monthly Report
Date: November 14, 2018

Program Updates & Community Events

- Scarecrowfest October 13- rained out at the last minute
- Halloween Parade and Nightmare on Elm Street- well attended with over 300 participants
- Sunday hours began on October 14th – Open from 1-4 pm
- Covered Teen Dance October 26- over 80 in attendance

Coordination Meetings & Professional Development

- Team Meeting (1)
- Traveled to Easton ME for MRPA Board meeting
- Met with staff from USM to help recruit students into the Parks & Recreation profession
- Attended Workshop for MRPA in Lewiston
- Met with staff from Coastal Humane society about hosting a pet adoption event
- Met with Students from St. Joseph's College on the Parks and Recreation Programs and summer employment
- Hosted and attended SUPP Coalition meeting

Revenue

October 2018 Revenue: **\$25,027.31** Down \$8035.30 from October 2017. Overall revenue is down **\$3196.04** from last year at this time. * Through October 31*

Important Upcoming Events and Programs:

- November 21, closing at 6 pm for the Thanksgiving holiday
- November 22- closed for Thanksgiving
- November 23- Holiday "3 & FREE" membership sale begins



Town of Wiscasset

TRANSFER STATION

To: Marian L. Anderson, Town Manager
From: Ron Lear, Transfer Station Superintendent
Re: October Monthly Report
Date: November 8, 2018

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

Type of Material	Tons	Cost/Ton
Municipal Solid Waste (Trash)	137.80	-\$70
Demo	58.95	-\$70
Single Stream	26.98	-\$5
Metal	31.72	+\$170
Computers / TV	0 lbs.	+\$15/lbs
Brush/Lumber	87	-\$35
Organics for Compost	1,500 lbs.	0
Mixed Copper/Alum/Lead	0 lbs.	+\$92/lbs.
Shingles	23.56	-\$60
	0	-\$0
Cardboard	0	+\$94

We also recycled 17 bales of cardboard.

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

Types	Revenues:
User Fees	\$6,794.95
Computers	\$ 0
Metal (Light iron, batteries, mixed copper)	\$6,993
Cardboard	\$ 0
	\$ 0

Operations:

The 4th we sold 820lbs. of lead acid batteries. On the 9th we moved 3 yds. Of inert fill. 16th we had no power until 9am. 18th we moved 3 yds. of inert fill. 23rd we had the Freon removed from 99 items. 24th County picked up 60 yards of leaves. 25th County picked up 30 yards of leaves.

Expenses & Revenues:

Expenses are at 30.58% and the Revenues are at 31.02%



Town of Wiscasset

TOWN TREASURER REPORT

To: Marian L. Anderson, Town Manager
From: Vernice Boyce, Town Treasurer
Re: October Monthly Report
Date: November 26, 2018

Credit card receipts over the counter and online: \$86,948.00

Budget:

The Finance Department, as of October 31, has spent 32.68% of its budget; we are 33.33% through our current fiscal year.

Bank Accounts:

Town operating \$3,636,882.53
INFORME Debit/credit account \$16,013.96

We transferred to the school a total of \$605,441.47 to cover their expenses for October.

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

9a. ①

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

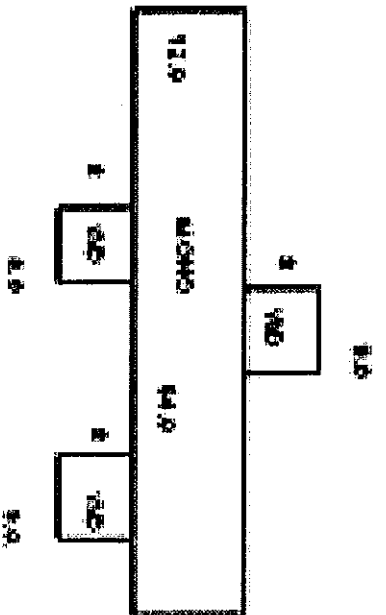
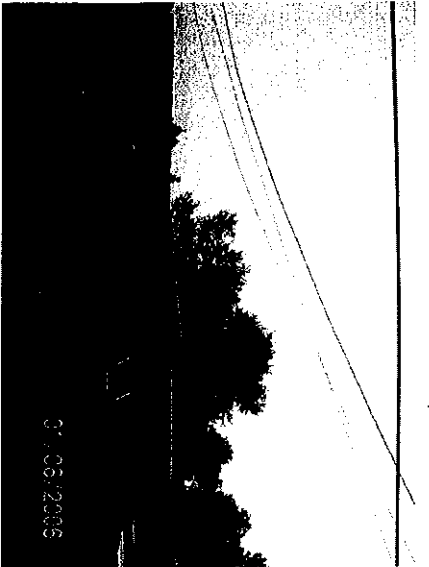
Date: _____

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

Before me,

Notary Public

TOTAL:	\$ 34,662.28
---------------	---------------------



Building Value: 12,100 Location: 459 LOWELLTOWN ROAD
 Land Value: 40,400 Address: 118 OLD DRESDEN ROAD
 WISCASSET, ME 04578

Book 2726 Page 48 Map / Lot R02-017-A

Total Assessment: 52,500
 Tax: 1,026.38

Total Acres: 1.40

Land Detail:		Units Factor		Building Detail:		Floors		Sqft Grade		Condition		Phys Func Econ		Value	
Description				Description											
Base Homeste Value	Acres	1.00	100%	36,000	12' Mobile Home			12X62	D 100	Avg-		40%	50%	100%	10,587
HS Size Adj	Acres	1.00	100%	3,600	Wood Deck			72	D 100	Fair		69%	100%	100%	524
Rear Land 1-10	Acres	0.40	100%	800	Wood Deck			72	D 100	Fair		69%	100%	100%	524
Total Value of Land:				40,400	Wood Deck			64	D 100	Fair		69%	100%	100%	477
Total Value of Buildings:														12,112	

Building Value:

Land Value: 0

Location:

BIRCH POINT ROAD
395 BIRCH POINT ROAD
WISCASSET, ME 04578

Total Assessment: 36,700
Tax: 717.49

Total Acres:

1.22

Book	Page	Map / Lot
4059	149	R07-025-B
3629	139	
3506	64	

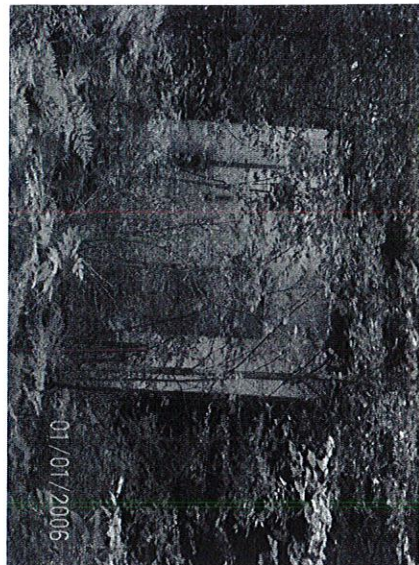
Land Detail:

Description	Units	Factor	Value	Building Detail:	Floors	Sqft	Grade	Condition	Phys	Func	Econ	Value
Base Homeseite Value	Acre	1.00	100%	33,000								0
HS Size Adj	Acre	1.00	100%	3,300								
Rear Land 1-10	Acre	0.22	100%	440								
Total Value of Land:				36,740								

Total Value of Buildings:

Account: 1582 HAGGETT, CODY A

Printed: 11/14/2018



13.0'
17.0'
1S/5

CONCRETE BLOCK SHED

Building Value: 2,000 Location: 44 OLD BATH ROAD
Land Value: 15,800 Address: 40 OLD BATH ROAD
WISCASSET, ME 04578

Book	Page	Map / Lot
3517	246	U09-011
524	307	

Total Assessment: 17,800
Tax: 347.99

Total Acres: 0.25

Land Detail:

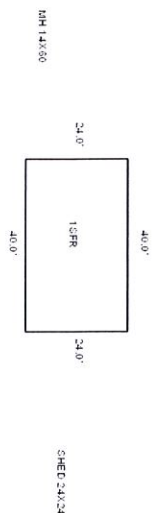
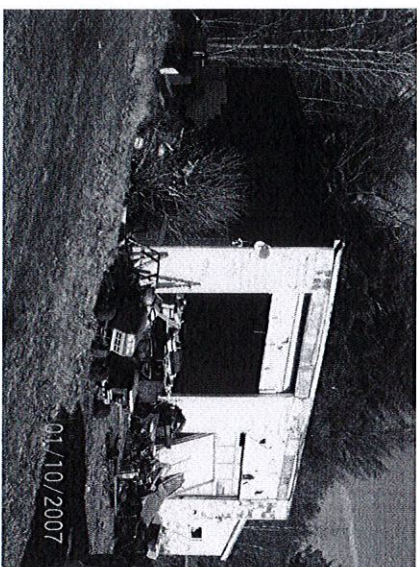
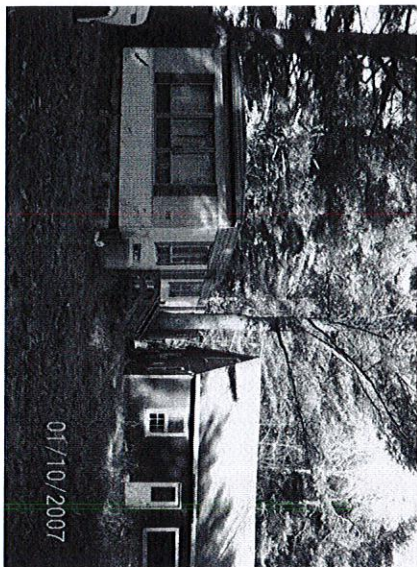
Description	Units	Factor	Value	Description	Floors	Sqft	Grade	Condition	Phys	Func	Econ	Value
Base Homeseite Value	Acres	1.00	50%	15,000								2,042
HS Size Adj	Acres	0.25	100%	750		306	B 100	AVG.	69%	100%	100%	2,042
Total Value of Land:												15,750

Building Detail:

Total Value of Buildings:

Account: 2125 JAMES, KEVIN

Printed: 11/14/2018



Building Value: 22,500
Land Value: 41,600

Location: 149 FOWLE HILL ROAD
Address: 60 SHEA ROAD
WISCASSET, ME 04578

WISCASSET, ME 04578

Total Assessment: 64,100
Tax: 1,253.16

Total Acres: 6.40

Book 2254
Page 67
Map / Lot R05-037-F

Land Detail:

Description	Units	Factor
Base Homeseite Value	Acre	1.00 100%
HS Size Adj	Acre	1.00 100%
Rear Land 1-10	Acre	5.40 100%

Total Value of Land:

41,600

Building Detail:

Description	Floors	Sqft	Grade	Condition	Phys	Func	Econ	Value
Cape Cod	1	960	Sqft D 100	Poor	41%	8%	100%	1,767
Frame Garage		1520	D 100	Poor	36%	90%	100%	10,588
Frame Shed		540	D 100	Poor	36%	50%	100%	512
Frame Shed		432	D 100	Poor	36%	50%	100%	410
Frame Shed		96	D 100	Poor	36%	100%	100%	182
14' Mobile Home		14X60	D 100	Fair	30%	50%	100%	8,991

Total Value of Buildings:

22,450

Sunken Vessel Update
Wiscasset Board of Selectmen meeting
12/4/2018

9C

Christopher Morrison of Wiscasset was expected to appear in Wiscasset District Court Nov. 26 to face charges of littering in connection with the sinking of the *Minesweeper*, which lies in Wiscasset harbor, not far from Mason Station.

However, his attorney had a conflict involving a client whose case took priority. Without objection from the state, the case was continued to Dec. 17.



PAUL R. LEPAGE
GOVERNOR

STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION



PAUL MERCER
COMMISSIONER

November 19, 2018

Town of Wiscasset
Attn: Kathleen Onorato
51 Bath Road
Wiscasset, ME 04578

**RE: Natural Resources Protection Act Permit Application, Town of Wiscasset
DEP #L-27947-2F-B-N, utility lines, Application Acceptance**

Dear Kathleen:

The application you submitted on behalf of the Town of Wiscasset for a Natural Resources Protection Act permit was received by the Department of Environmental Protection on November 13, 2018, and found to be acceptable for processing on November 19, 2018. Acceptance of the application does not preclude the Department from requesting additional information during processing. Your application has been given the above reference number.

The project will now be examined to determine whether a license can be issued. The statutory deadline for the Department to reach a final decision on your application is February 19, 2019; however, we will do our best to process the application and issue a decision as soon as possible. No construction related to the proposed activities currently under review may be started prior to receiving a final decision from the Department.

Please feel free to contact me at (207) 446-4894 or via email at jami.macneil@maine.gov if you have any questions regarding this project.

Sincerely,

Jami MacNeil, Project Manager
Bureau of Land Resources

AUGUSTA
17 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0017
(207) 287-7688 FAX: (207) 287-7826

BANGOR
106 HOGAN ROAD, SUITE 6
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
(207) 764-0477 FAX: (207) 760-3143

website: www.maine.gov/dep

Marian Anderson

9f

From: Stacey Souza <ssouza@wiscassetschools.org>
Sent: Monday, November 19, 2018 10:58 AM
To: Marian Anderson
Subject: Re: Agenda

Hi Marian,

The School Committee has drafted a calendar for budget development, including 2 budget workshop dates. One will be held in January and the other in February. The Committee feels it would be the best use of time to gather information at one of the workshop dates, and would like to extend an open invitation to Select Board members and others to attend. I will send the dates to you as soon as they are finalised at the December meeting. Thanks so much Marian. Please let me know if you have any questions.

Best,

Stacey Souza

Administrative Assistant
Wiscasset School Department
225 Gardiner Road
Wiscasset, ME 04578
207-882-4104
ssouza@wiscassetschools.org

CONFIDENTIALITY NOTICE: *This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain information that is privileged and/or confidential under state and federal law. Any unauthorized view, use, disclosure of distribution is prohibited. If you are not the intended recipient, please notify the sender immediately by reply e-mail or telephone (207-882-4104) and destroy all copies of the original message.*

On Wed, Nov 14, 2018 at 4:50 PM Marian Anderson <townmanager@wiscasset.org> wrote:

Stacey,

Just checking in. Any suggested dates to meet?

Thanks!

Marian L. Anderson, Town Manager

51 Bath Road

Wiscasset, Maine 04578

10 a ①

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

Date 11/20/18

To: Town/City of Wiscasset

Fax: 882-8228

Subject: Town Pole Permit

Town/City: Wiscasset

Road: Railroad Ave.

CMP Job # 10300482693

From: Pat Shore, CMP Line Clerk

Fax 207-629-4752

E-mail Lineclerknewservice@cmpco.com

Please sign attached and fax or e-mail back.

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

Thank You

Form 4503

LOCATION PERMIT

Notification: 10300482693

Work Order: 801000216760

484

Upon the Application of Center Maine Power Company and Northern New England Telephone Operations LLC, dated Nov 16, 2018, asking for permission, in accordance with law, to construct and maintain poles, buried cables, conduits, and transformers, together with attached facilities and appurtenances over, under, along or across certain highways and public roads in the location described in said application, permission is hereby given to construct, reconstruct, maintain and relocate in substantially the same location, said facilities and appurtenances in the City / Town of Wiscasset approximately located as follows:

1. Starting Point: Main Street
2. Road (State & CMP): Railroad Ave
3. Direction: North
4. Distance: 225 feet
5. Number of Poles: 1

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

By: _____

By: _____

By: _____

By: _____

By: _____

Municipal Officers

Office of the _____

Received and Recorded in Book _____, Page _____

Attest: _____

Clerk

Form 450f

274

Notification: 10300402693

Work Order: 801000215750

CENTRAL MAINE POWER COMPANY
APPLICATION FOR POLE LOCATION OR UNDERGROUND LOCATION

In the City/Town of: Wiscasset, Maine

To the:

☐ City☒ Town☐ County of: Lincoln, Maine☒ Central Maine Power hereby applies for permission to:☒ Construct and maintain poles together with attached facilities and appurtenances upon, along or across certain streets and highways in said City/Town as described below.☐ Construct and maintain buried cables, conduits, manholes and handholes, together with wire and cables, transformers, cutouts, and other equipment therein, under, along, and across certain streets and highways in said City/Town as described below.☒ Central Maine Power Company andNorthern New England Telephone Operations LLC

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

1. Starting Point: Main Street2. Road (State & CMP): Railroad Ave3. Direction: North4. Distance: 225 feet5. Number of Poles: 1☒ Overhead wires shall have a minimum clearance of 18 feet over the public highway and be constructed to conform with the requirements of the National Electric Safety Code.☐ Buried cable facilities shall be placed at a minimum depth of 36 inches under pavement and 30 inches elsewhere and be constructed to conform with the requirements of the National Electric Safety Code.

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

☐ Public Notice of this application has been given by publishing the text of the same☒ Not PublishedIn: On:

CENTRAL MAINE POWER COMPANY

Northern New England Telephone Operations LLCBy: Frank NewellDate: Nov 16, 2018By: [Signature]Date: 11/16/2018Jess Theriault - RIGHT OF WAY

109(2)

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

Date 11/14/18

To: Town/City of Wiscasset

Fax: 882-8228

Subject: Town Pole Permit

Town/City: Wiscasset

Road: Birch Point Road

Lot 12-7-012 (CORNER PINE NEEDLE DRIVE + BIRCH POINT ROAD)

CMP Job # 10300320523

From: Pat Shore, CMP Line Clerk

Fax 207-629-4752

E-mail Lineclerknewservice@cmpco.com

Please sign attached and fax or e-mail back.

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

Thank You

Form 4503

Notification: 10300920528

Work Order: 801000215718

LOCATION PERMIT

Upon the Application of Center Maine Power Company and Northern New England Telephone Operations LLC
dated Nov 13, 2018, asking for permission, in accordance with law, to construct and
maintain poles, buried cables, conduits, and transformers, together with attached facilities and appurtenances
over, under, along or across certain highways and public roads in the location described in said application,
permission is hereby given to construct, reconstruct, maintain and relocate in substantially the same location,
said facilities and appurtenances in the City / Town of Wiscasset
approximately located as follows:

1. Starting Point: Two Bridge Road

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

3. Direction: South-Westerly

4. Distance: 80 feet

5. Number of Poles: 1

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

By: _____

By: _____

By: _____

By: _____

By: _____

Municipal Officers

Office of the _____

Received and Recorded in Book _____, Page _____

Attest: _____

Clerk

Form 4501

Notification 10300320623

Work Order 801000216716

CENTRAL MAINE POWER COMPANY

APPLICATION FOR POLE LOCATION OR UNDERGROUND LOCATION

In the City/Town of Wiscasset Maine

To the:

☐ City☒ Town☐ County of Lincoln Maine☒ Central Maine Power hereby applies for permission to:☒ Construct and maintain poles together with attached facilities and appurtenances upon, along or across certain streets and highways in said City/Town as described below.☐ Construct and maintain buried cables, conduits, manholes and handholes, together with wire and cables, transformers, enclosures, and other equipment therein, under, along, and across certain streets and highways in said City/Town as described below.☒ Central Maine Power Company and Northern New England Telephone Operations LLC

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

1. Starting Point: Two Bridge Road2. Road (State & CMP): Birch Point Road3. Direction: South-Westerly4. Distance: 60 feet5. Number of Poles: 1☒ Overhead wires shall have a minimum clearance of 18 feet over the public highway and be constructed to conform with the requirements of the National Electric Safety Code.☐ Buried cable facilities shall be placed at a minimum depth of 36 inches under pavement and 30 inches elsewhere and be constructed to conform with the requirements of the National Electric Safety Code.

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

☐ Public Notice of this application has been given by publishing the text of the same☒ Not PublishedIn: On:

CENTRAL MAINE POWER COMPANY

Northern New England Telephone Operations LLCBy: Frank NewellDate: Nov 13, 2018By: REGS TIGRIANODate: 11/14/2018RIGHT OF WAY

3 of 4

Work Order: 80-10002-15716

SKETCH TO ACCOMPANY APPLICATION FOR POLE OR UNDERGROUND LOCATIONS

Page of

Date: Nov 13, 2018

By: Frank Newell

Facilities to consist of wood poles and appurtenances with a minimum clearance of wire and cables not less than 21 feet over the public highway, and/or underground facilities to consist of buried cables, conduits, transformers and manholes for operation at 7200 volts to ground single phase. Construction to be suitable for future operation at a voltage not to exceed 22KV to ground single phase. Right-of-way limits indicated are based on the best field information available. Poles/ Pads are sketched. For further information call: Frank Newell at Central Maine Power Company tel: 207-450-7366 . Pole/Pad spans shown are approximate.

[illegible]

10 b

Wendy Williams

Sent: Wednesday, November 7, 2018 9:13 AM

To: Marian L Anderson <townmanager@wiscasset.org>

Subject: Interim Director

Good morning Marian,

I am happy that the citizens of Wiscasset overwhelmingly, for the second time have shown they want to keep their own EMS service. I can only hope that the Selectmen support the decision and the EMS department.

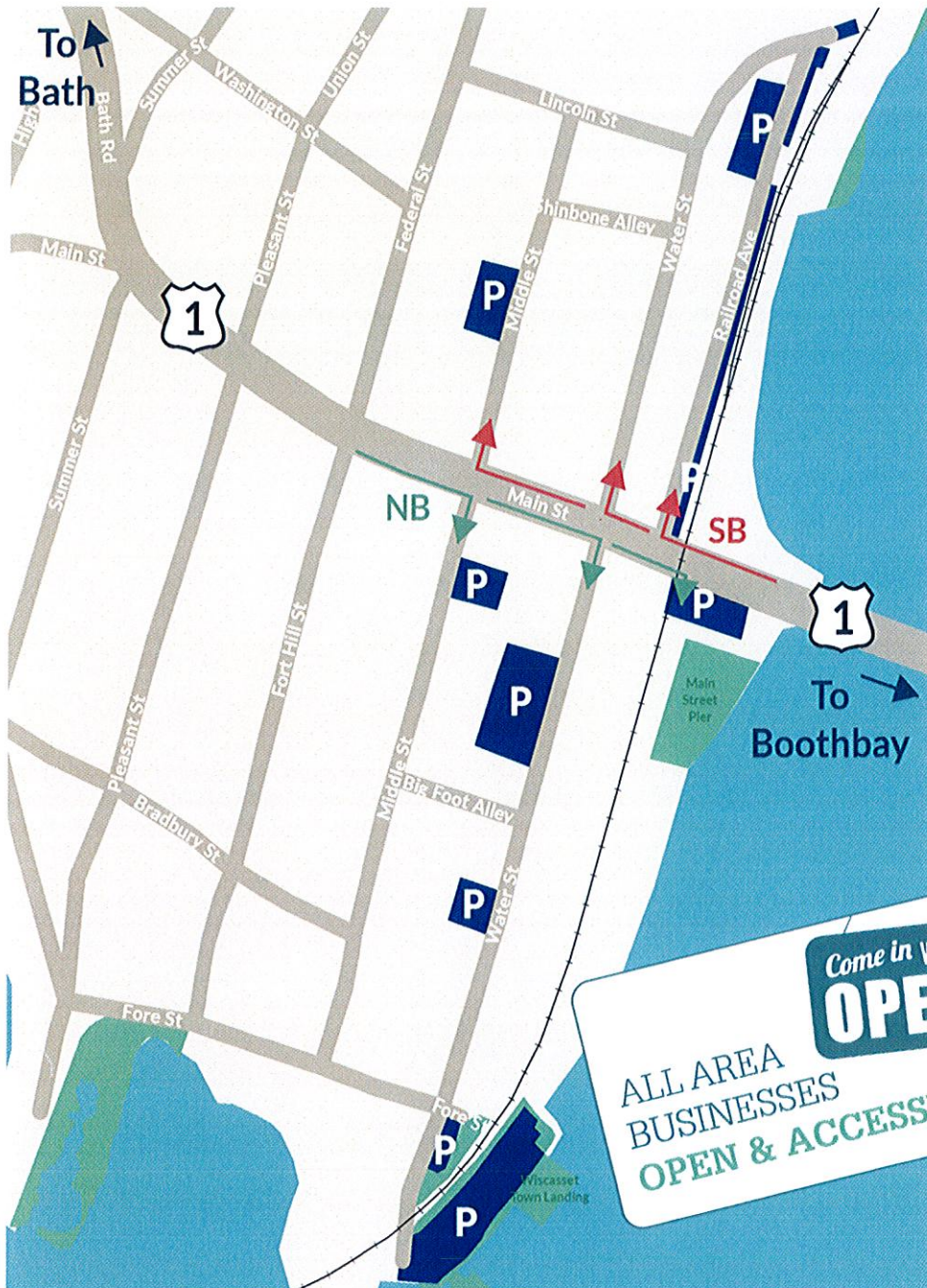
I have made the decision that I'm unfortunately not able to continue in the capacity of Interim Director, effective immediately. I will process payroll for week ending 11/10/2018 if you would like me to. All invoices were processed as of last night and will be brought to the Town Office today.

I am planning at this time to continue working as Paramedic for Wiscasset EMS.

Wendy

Wiscasset Village Parking

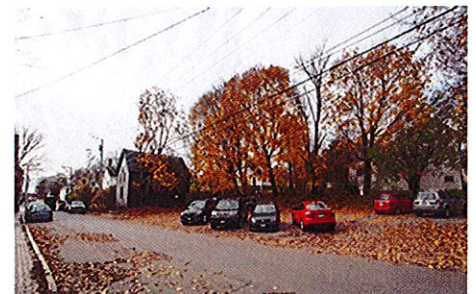
Plenty To Do & Plenty Of Free Parking Too!



Water Street Parking



Middle Street Parking



Railroad Avenue Parking



11b

**The Ladies Organ Society
First Congregational Church, UCC
P. O. Box 350
Wiscasset, Maine 04578**

November 28, 2018

Ms. Marian Anderson, Town Manager
Town of Wiscasset
Wiscasset Municipal Building
Wiscasset, ME 04578

Dear Marian:

Several months ago, a donation was made to the Organ Society by one of its members for the purchase of a defibrillator for the church. The purchase of the AED was made through the Wiscasset Ambulance Service who installed it and will service it periodically.

This fall on two occasions members of the ambulance service have come to the church and trained members on CPR and the use of the AED. Thanks to the EMTs who volunteered their time, we now have seven members of the congregation who have been instructed on the use of the AED.

We particularly would like to thank Meriel Longley, Jon Powers and Lina Wallace for their valuable instruction.

Enclosed is the Organ Society's check for \$500.00 made payable to the Wiscasset Ambulance Service to express our gratitude for its help in obtaining the AED and providing training.

Sincerely,

Jackie
Jackie Lowell
Treasurer

Enc.

**ORGAN SOCIETY OF 1ST
CONGREGATIONAL CHURCH**
WISCASSET ME 04578

11/28/18 Date

1041
52-183/112
4

Pay to the order of *Wiscasset Ambulance* \$ 500.00
Five hundred and no/100 Dollars

THE FIRST
800.564.3195 • www.thefirst.com

For *Gregory J. Lowell*
Treas

The First, N.A. Damariscotta, Maine
Harland Clarke

12a

any time after delinquency, so long as it is within the general six-year statute of limitations (14 M.R.S.A. § 752; see *Topsham v. Blondell*, 82 Me. 152 (1889)).

All Delinquent Taxes

In addition to the remedies listed above for the enforcement of real estate or personal property taxes, there remain three other processes that can be used to enforce any unpaid tax. These are: (1) a civil action brought in the name of the collector; (2) a small claims action; and (3) a civil action brought in the name of the municipality.

Civil Action in Name of Collector (36 M.R.S.A. § 1031). Any collector of taxes (or the collector's personal representative, if the collector has died) may sue in his or her own name for any tax in a civil action, after making a demand for payment. The demand required is a personal demand; a written request mailed to the person taxed normally is not enough. In the case of a nonresident of Maine, however, demand may be made by registered or certified mail, return receipt requested, since to require a personal demand upon such a person would in effect nullify the statute authorizing the taxing of personal property to non-resident owners. *Curtis v. Potter*, 114 Me. 487, 490-491 (1916). No defendant is liable for any costs of suit, unless it appears by declaration and by proof that payment of said tax had been duly demanded before suit. 36 M.R.S.A. § 1031.

This civil action differs from that discussed previously, the *civil action with special attachment*, in that if property of the taxpayer is attached under this action the attachment does not come ahead of prior encumbrances.

This action may be taken in those cases where the collector has failed to act in time to preserve the statutory lien for real estate taxes, as well as in cases where the collector prefers suit to distraint. Additionally, the collector may choose this action in order to trustee a bank account, attach an automobile, or attach real estate, or the collector may wish to obtain judgment against a taxpayer in order to bring the taxpayer to court for a disclosure hearing in order to find out what assets that taxpayer has.

One of the advantages of this type of action is that if the tax can possibly be upheld, the court will overlook many informalities that would invalidate the more strictly-prescribed remedies and will render judgment for the amount of the tax. The Maine Supreme Judicial Court has said that "Where forfeitures are not involved, proceedings for the collection of taxes should be construed practically and liberally." *Cressey v. Parks*, 76 Me. 532 (1884); *Athens v. Whittier*, 122 Me. 86 (1922).

The principal disadvantage associated with this type of civil action is that it requires the services of an attorney whom the collector is often in no position to pay. Moreover, it is a futile proceeding unless the taxpayer has sufficient assets to satisfy whatever judgment

may be rendered. It often is frustrating to attempt to collect on an obligation in court when the taxpayer is so financially strapped as to be "judgment proof."

Small Claims Action (14 M.R.S.A. § 7481). In many situations the most logical course of action will be to collect a tax by bringing a small claims proceeding in District Court. This process is particularly useful in the collection of personal property taxes.

A small claims action is simple, speedy, and informal. It may be used where the outstanding debt does not exceed \$4,500 and the matter does not involve title to real estate. Since each tax is a separate debt, the collector can bring several actions against a delinquent taxpayer even though the sum of all outstanding taxes may exceed \$4,500. If the sum of all outstanding taxes is less than \$4,500, the collector should be able to include the separate claims in one complaint but each claim must be stated individually.

A small claims proceeding may be initiated by obtaining an application from the District Court clerk's office. The clerk will assist in filling out the application, provide for service of process upon the taxpayer and schedule the hearing date. The fee for filing a small claims action is \$40, with an additional \$10 fee for service upon each taxpayer named as a defendant. The fee may be recoverable from the taxpayer if the collector wins the case. As noted earlier, a separate action should be filed for each year's delinquent property taxes if the *aggregate* amount would exceed the \$4,500 limit.

On the day of the hearing, the collector should bring evidence of his or her status as tax collector (certificate of appointment or certificate of election), the tax commitment, a copy of any tax bill that was sent to the taxpayer, any records that would assist the court in identifying the property and the owner (such as a copy of the deed, the description of the property or the property assessment card, or bill of sale), and a copy of any demand or collection letters served upon the taxpayer. The judge first will ask the tax collector to set forth his or her case and then will allow the taxpayer to respond. Either party may be represented by an attorney, although an attorney is not required by law.

If the judge finds in favor of the tax collector, the judge will order the method of payment in the judgment. The judge may order payment by installments or may set a date for a disclosure hearing. If installment payments have not been ordered and a judgment has not been satisfied by the disclosure date, a disclosure hearing will be held to determine the taxpayer's assets and income and an appropriate payment schedule. If payment is not made in accordance with the schedule ordered by the court, the tax collector may petition the court to have the taxpayer held in contempt.

If the tax collector feels uncomfortable about bringing a small claims action by himself or herself, it might be helpful to obtain the assistance of an attorney for one proceeding. After one experience with the process the collector should be prepared to bring his or her

own claims. The Court Administrative Office has published "A Guide to the Small Claims Proceeding of the Maine District Court" which explains the process in greater detail. This booklet can be obtained at the District Court.

Civil Action in Name of the Municipality (36 M.R.S.A. § 1032). In addition to other provisions for the collection of taxes, the municipal officers may in writing direct that a civil action be brought in the name of the municipality against the person assessed in order to collect an unpaid tax. Again, a taxpayer/defendant is not liable for any costs of suit unless it appears by the declaration and by proof that payment of the tax had been duly demanded before suit. 36 M.R.S.A. § 1032. This should reinforce the absolute necessity of being able to prove that an express demand for payment was made prior to initiating the court action.

This is the only instance in which the municipal officers are empowered to take the enforcement of a tax out of the hands of the collector, and it may be done only by written order of the municipal officers. This direction or order may be given to the tax collector, as well as to any other individual. If the collector is directed to bring suit in the municipality's name, the expenses of the action are chargeable to the municipality and not to the collector.

A separate written direction should be given as to each taxpayer against whom suit is to be brought, and each written direction should be signed by the municipal officers. It should specify that suit be brought in the name of the municipality. *Orono v. Emery*, 86 Me. 362 (1894). A general written direction to a collector, or anyone else, to bring suit against **all** delinquent taxpayers is not sufficient, since it in effect transfers to the individual named the power to exercise the judgment and discretion in particular cases which the statute reserves to the municipal officers. *Cape Elizabeth v. Boyd*, 86 Me. 317 (1894). One written direction covering taxes assessed against a single taxpayer for three different years is sufficient; a separate direction for each year's tax is not necessary. *Rockland v. Farnsworth*, 111 Me. 315, 322 (1913).

This action possesses the same advantages and disadvantages as the civil action brought in the name of the collector. As was previously discussed, an advantage to this type of process is that a court may overlook informalities or technical failures that would invalidate a strictly prescribed process involving forfeiture. As an example of the informalities that will be overlooked in an action of this nature, the Maine Supreme Court has held that in an action brought under 36 M.R.S.A. § 1032, the defenses (1) that the property (real estate) was insufficiently described, (2) that the defendant was not the owner of certain lots which were included in the assessment, and (3) that the tax was assessed against "Walter E. Reid for Everett H. Reid and Raymond Reid," did not constitute good defenses to the action. *Georgetown v. Reid*, 132 Me. 414 (1934).

The purpose of § 1032 has been stated by our court as follows:

We think the intent of the legislature is obvious. It is the duty of tax collectors, to collect, ordinarily at their own expense, the taxes committed to them for the compensation agreed upon. They may proceed by any of the methods provided by statute, and, if they deem it advisable, they may commence civil actions in their own name. But there may be occasions when for special reasons, as to the validity of the assessment and for other reasons, it would be equitable and proper for the city or town to allow a suit to be brought in its name, pay the expense and be liable for costs in case of defeat. As to the sufficiency of these reasons in any case, the selectmen of the town are the sole judges. *Orono v. Emery, supra*, quoted with approval in *Rockland v. Farnsworth, supra*, at 322.

The court has also said that this statutory section is “for the benefit of the town, that the town may not be rendered liable for expenses and costs except when the selectmen authorize it.” *Orono v. Emery, supra*, at page 367.

Set-off. Subject to the approval of the municipal officers, the treasurer or any disbursing officers of any municipality may, and if so requested by the tax collector must, withhold payment of any money then due and payable to any taxpayer whose taxes are due and wholly or partially unpaid, to an amount not in excess of the unpaid taxes together with any interest and costs. The sum withheld will be paid to the tax collector, who will, if required, give a receipt in writing to the officer withholding payment and to the taxpayer. The tax collector’s rights under the provisions of this section are not affected by any assignment or trustee process. 36 M.R.S.A. § 905. (See Chapter 2, “Set-off for Taxes,” for discussion of this procedure; this process should **not** be used without the advice of an attorney.)

Time of Action. A six-year statute of limitations applies to ordinary civil actions. 14 M.R.S.A. § 752. This limitation applies to actions brought in the name of the municipality under 36 M.R.S.A. § 1032 (*Topsham v. Blondell*, 82 Me. 152 (1889)) as well as to actions brought in the name of the collector under 36 M.R.S.A. § 1031.

Maine Revised Statutes

Title 14: COURT PROCEDURE -- CIVIL

Part 2: PROCEEDINGS BEFORE TRIAL

Chapter 205: LIMITATION OF ACTIONS

Subchapter 1: GENERAL PROVISIONS

§752. Six years

All civil actions shall be commenced within 6 years after the cause of action accrues and not afterwards, except actions on a judgment or decree of any court of record of the United States, or of any state, or of a justice of the peace in this State, and except as otherwise specially provided.

The Revisor's Office cannot provide legal advice or interpretation of Maine law to the public.

If you need legal advice, please consult a qualified attorney.

Office of the Revisor of Statutes (mailto:webmaster_ros@legislature.maine.gov) • 7 State House Station •
State House Room 108 • Augusta, Maine 04333-0007

Page composed on 11/03/2017 01:24:01.

PERSONAL PROPERTY TAX ABATEMENT

To: Molly Bonang /Tax Collector

Chris Chapman 2008-2013 - **\$176.71**- Last bill 2013
Luanne Clifford 2011-2012 - **\$24.84** – No longer in business
Daniel Colby 2008-2015 - **\$1,235.00**- Last bill 2015
Scott Connors 2007-2009 - **\$2,052.50** – Business moved in 2006
Franklin House LLC 2004-2009 - **\$758.61** – Last bill 2009
Jody Hodgdon – 2004-2018 **\$2,559.40** – No longer owns equipment no documentation on file of equipment
K2Holdings LLC 2008-2010 - **\$2,142.50** – Business sold and property destroyed in fire 2010
David Kneeland 2006 - **\$8.70** – Last bill 2006
Danilo Konvalinka Trust 2006-2018 – **\$2,531.04**- Tax payer deceased
Mason Station 2007-2017 - **\$275.89** –Last bill 2017
Mason Station 2007-2008 - **\$15.96** – Last bill 2008
Bruce McColl 2015-2016 - **\$40.37** – Tax payer is deceased
Karen McDorr 2015 - **\$192.70** – No longer in business
Robert Morgan 2005-2007 – **\$1,398.00** – Business closed in 2007
Joey Plummer 2004-2010 - **\$218.73** – Last bill 2010
Christopher Reed 2005-2009 - **\$298.60** – Last bill 2009
Lee Reid 2006-2009 - **\$4,183.52**- Last bill 2009
Kym Sprague 2004-2008 - **\$37.62** – Last bill 2008
Alex Villanueva 2005-2009 **\$289.33** – Last bill 2009
Andongsith Vinaphondeth 2013 - **\$56.70** – Last bill 2013
John Whittaker 2005-2009 -**\$30.62** -Last Bill 2009
Denise True 2004-2008 - **\$44.51** – Last bill 2008

Total: **\$18,571.85**

We hereby abate the personal property accounts listed above as they are uncollectable by reason of death or absence of business/person assessed to pay. Given unto our hands this day _____ of December, 2018

Wiscasset Board of Selectmen:

Judith R. Colby

Benjamin L. Rines, Jr.

Kimberly Andersson

Robert Blagden

Katharine Martin-Savage

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

12a2

PERSONAL PROPERTY TAX ABATEMENT

To: Molly Bonang /Tax Collector

B&B Auto – 2005-2012 **\$602.50**
Glade Bloom -2012 - **\$68.37**
Bryan Buck – 2011-2012 - **\$62.10**
David Laemmle – 2004-2012 - **\$149.32**
New England Vending 2008-2012 - **\$331.15**
Kent Reed – 2004-2012 - **\$12,181.93**
Lucinda Tilas – 2010-2012 - **\$1,102.72**
Dion West – 2004-2012 - **\$9,997.51**
Peter West – 2011-2012 - **\$33.06**

COPY

Total: **\$24,528.66**

We hereby abate the personal property accounts for the years listed above as they are uncollectable by reason of 6-year statute of limitations. Given unto our hands this day _____ of December, 2018

Wiscasset Board of Selectmen:

Judith R. Colby

Benjamin L. Rines, Jr.

Kimberly Andersson

Robert Blagden

Katharine Martin-Savage

COPY

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

12A(3)

NOTICE OF PROPERTY TAX ASSESSMENT REVIEW

11/13/18

Nouria Energy Wiscasset, LLC.
326 Clark Street
Worcester, MA 01606

PROPERTY REVIEWED

Map R01 Lot 003 RE Acct # 51

CURRENT ASSESSED VALUE

Land Value: \$47,600 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.

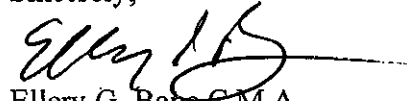
 X An adjustment will be made. The following assessments now apply.

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

 X Abatement will be recommended for : **\$ 930.58**

Remarks: Per further review and information provided this lot is not owned by Nouria Energy Wiscasset, LLC. I hereby recommend abatement for error of record. 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

12b

NOTICE OF PROPERTY TAX ASSESSMENT REVIEW

11/13/18

Nouria Energy Wiscasset, LLC.
326 Clark Street
Worcester, MA 01606

PROPERTY REVIEWED

Map U17 Lot 004-B RE Acct # 2587

CURRENT 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: \$ 158,300 Building Value: \$ 0

 X Supplement will be recommended for : **\$ 3094.77**

Remarks: Per further review and information provided this lot is owned by Nouria Energy Wiscasset, LLC. I hereby recommend supplement for error of record. 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