

3a

WISCASSET SELECT BOARD,
TAX ASSESSORS AND OVERSEERS OF THE POOR
FEBRUARY 19, 2019

Preliminary Minutes

Present: Kim Andersson, Bob Blagden, Chair Judy Colby, Kathy Martin-Savage, Vice Chair Ben Rines, Jr. and Interim Town Manager John O'Connell

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

- 1. Pledge of Allegiance
- 2. Approval of Treasurer's Warrants

Kathy Martin-Savage moved to approve the payroll warrants of February 8 and 15, 2019. Vote 5-0-0.

Kathy Martin-Savage moved to approve the accounts payable warrants of February 12 and 19, 2019. Vote 5-0-0.

3. Approval of minutes

Ben Rines, Jr., moved to approve the minutes of February 5, 2019 as amended. Vote 5-0-0.

4. Special Presentations or Awards – none

5. Committee Appointments

Ben Rines, Jr., moved to approve the appointments of Richard Forrest to the Shellfish Committee; David Sutter to the Board of Appeals; and Margo Rafter Soule to the Waterfront Committee. Vote 5-0-0.

6. Public Hearings – none

7. Public Comment

In response to Jim Kochan's question, Chair Judy Colby said pier fees would be discussed in March.

8. Department Head or Committee Chair

a. Town Clerk Linda Perry – Lifetime Certification Achievement award: John O'Connell congratulated Linda and said he was delighted that she had received the award.

b. Department Head Monthly Reports: Kim Andersson complimented newly hired Richard Gaeth on his complete and comprehensive report. Bob Blagden said the Recreation Department seemed to be way under on revenue on a monthly basis; however, Judy Colby said much of the revenue comes in for summer camp and said she was not worried.

9. Unfinished Business

a. Fourth of July Committee: John O'Connell said a flyer had been distributed to department heads and placed on bulletin boards in order to recruit more people to participate in the fourth activities. Judy Colby asked the newspapers to also publicize the need for volunteers.

b. Comprehensive Plan – Meghan McLaughlin: John O'Connell said he had worked on several comp plan committees and the work of creating a comprehensive plan was time-consuming. He recommended that the immediate need was for one or two people to chair or co-chair the committee. He also recommended determining the focus of the plan, and what direction to take. He recommended looking at recent comp plans developed by Boothbay, Boothbay Harbor and Westport and at the current comp plan. Judy Colby said Kim Andersson had volunteered to chair the committee. Meghan McLaughlin, newly hired Lincoln County Planner, will be in touch with the committee.

10. New Business

a. Abatement application-Donna Morris, 698 Bath Road: John O'Connell had contacted Ms. Morris and explained the reason for the rejection of her abatement request was that it had not been made within the time limits set by the town.

b. Request for Snowmobile Registration Monies – Wiscasset Sno-Goers: Traditionally monies from the registrations have been given to the Sno-Goers. **Kathy Martin-Savage moved that the money from the snowmobile registrations (\$873.84) be given to the Sno-Goers. Vote 5-0-0.** Vernice Boyce recommended that the donation be put on the warrant article so it would not have to be brought to the board each year.

c. Monthly Financials

- Department year-to-date expense report
- H.M. Payson Statement of Accounts

John O'Connell commented that the report from H.M. Payson reflected the recovery at the end of January.

d. Proposal to Holiday Lighting – Michelle Peele, Chairman of the proposed Christmas Tree Group: Peele, representing the Chamber-sponsored Wiscasset Marketplace organization and the Friends of Wiscasset, proposed that the two groups on a volunteer basis provide and install lighting for twenty Christmas trees in the right of way along Route 1 from the courthouse sign to Middle Street. The group will provide 30 five- to six-foot evergreen trees and asks that the Town provide 90 100-foot mini lite strings of incandescent white bulbs. The amount requested is approximately \$650 to \$700. The volunteers will provide labor to dress the trees. Public Works Department employees will use the lights from previous years on the big tree on the common, and will be responsible for running extension cords, providing electrical access and will undress the trees. In response to comments from Kim Andersson regarding the expense of incandescent lights versus LED, Peel said she would get figures on the cost of electricity; Al Cohen said the LED lights use 10% of the electricity that incandescent lights use. Kim Andersson noted that the town has a Beautification of the Town committee and is hoping for a 4th of July Committee; she asked if this could be done within an existing committee. Steve Christiansen asked where the power for the lights came from. The proposal will be discussed at a later time.

e. Town Office/Fire Station Flooring Replacement: John Merry said that the entire municipal building has asbestos adhesive under various flooring products. He stressed the need for asbestos abatement throughout the building, but more immediately in the Fire Department. Some of the tiles in the Fire Department are coming up and there is concern about the exposure to asbestos. He had received an estimate from R. J. Enterprises for abatement in the town office section of the building of \$9,600 and \$8,000 for the Fire Department. Bob Blagden recommended doing the work immediately and to put the work out to bid. John O'Connell and John Merry will meet to discuss this on Wednesday, February 20. John O'Connell will check to determine who the town health officer is.

f. Resignation – Ray Soule, Planning Board: Judy Colby announced that Ray Soule, Chair of the Planning Board had resigned from the Planning Board effective February 20. **Judy Colby moved to accept the resignation with very much regret. Vote 5-0-0.**

g. Quit Claim Deeds

- Robert Greenleaf and Carrie Prive, Map 07, Lot 039-17
- David and Marsha Brown, Map U01, Lot 083
- Heidi Wall, Map R05, Lot 051-A1
- Sheri and Lawrence Ekert, Jr., Map R07, Lot 005
- Mike Pinkham, Map R04, Lot 010-A19

Ben Rines, Jr., moved to approve the quit claim deeds as presented. Vote 5-0-0.

11. Town Manager's Report

a. FEMA Disaster Funds from 2017 storm: The Town has received \$63,671.88, 75% of which was from FEMA, 15% from the state, the balance will be sent in due course. O'Connell will meet with a FEMA representative on February 20 for an update.

b. Town Manager Vacation: O'Connell will be on vacation from February 28 through March 7 and he asked if the first meeting on March could be held on March 12 instead of March 5. There was a consensus to reschedule the meeting to March 12.

c. Police Union Negotiation Appointments: There are three bargaining units whose contracts expire June 30 and O'Connell will be meeting with the three units when he returns from vacation. Judy Colby and Kathy Martin-Savage volunteered to participate in the negotiations with the unions.

d. Budget Calendar/Workshop Schedule: The schedule was distributed. O'Connell will review some of the department budgets before he leaves on vacation.

e. Wastewater Treatment Plant Upgrades: Richard Gaeth has obtained prices on two backup pumps and O'Connell has asked him to research installation costs. The DEP inspector will be at the Wastewater Treatment Plant on Wednesday, February 20 and it is expected that a preliminary examination will be performed, and priorities and deadlines will be given.

f. O'Connell has been contacted by the DEP regarding coordinating the waste water system with the Wiscasset Water Department. He said Chris Cosette of the Water Department had received a similar letter.

g. Execute new Certificate of Authority for Transactions with H.M. Payson: **Ben Rines, Jr., moved to execute a new Certificate of Authority for Transactions with H.M. Payson. Vote 5-0-0.**

12. Other Board Business

John O'Connell said that Ted Snowden is acting Director of Public Works and is in charge of the town garage. The position of director has been advertised internally and another driver will be needed. There was discussion on the number of drivers needed. Colby said that the position will be discussed at the March 13 meeting.

Doug Baston, Alna selectman, has been working on PUC funding from the CMP if the New England Clean Energy Connect Plan is approved. Baston said there is the possibility that Wiscasset could join with Alna to receive money for economic development. O'Connell said he saw no downside and would be receiving paperwork on the matter. A decision will have to be made by Thursday if Wiscasset wanted to join Alna. **Judy Colby moved to allow John O'Connell to inquire and authorize him to make the decision. Vote 5-0-0.** Ed Polewarczyk cautioned the board about any agreement that included mitigation, as the Town in the past had lost tax money when land had been taken off the tax rolls as a result of mitigation.

O'Connell said the school audit would be completed by Thursday.

O'Connell said the department heads would bring their budgets to the Town Manager for review and then they would be presented to the Budget Committee and then to the selectmen. Meetings will be set up after March 12.

Executive Session: At 7:10, **Judy Colby moved to go into executive session pursuant to the provisions of Title 36 §841 (2) MRSA to consider a request for abatement of taxes for reasons of poverty. Vote 5-0-0.**

Judy Colby moved to come out of executive session. Vote 5-0-0.

Judy Colby moved to go into executive session pursuant to 1 M.R.S.A 405 (6)(A) to discuss a personnel matter. Vote 5-0-0.

Judy Colby moved to come out of executive session. Vote 5-0-0.

13. Adjournment

Judy Colby moved to adjourn the meeting at 7:40 p.m. Vote 5-0-0.

Partial transcript of 3/12/19 Selectmen Meeting --No. 12. Other Board Business

John: Doug Baston who is selectman in Alna has been working with the PUC about some funding that would come from CMP if that corridor for the hydro gets approved, which apparently looks like it could happen. So there's...CMP has been promised rural broadband free if this thing goes through. But also there's some additional money that Alna has applied for and there is the possibility for Wiscasset joining up with Alna and getting some of this money, which could be used for economic development purposes. The thing is ... he would need to know back by Thursday. He did say he would handle the paperwork on behalf of the two towns if the Wiscasset board chose to go along with it. So, I don't really see any downside, I'm relying on Doug's expertise and experience. He knows this whole utility stuff left, right and center.

Kathy: Doug's been working on this for a long time. I talked to him at the County Budget meeting about it. In fact, I mentioned it to Marian.

John: Anyway, if the board wishes me to call Doug again, I'd be happy to do it.

Kim: You know what... I'm not clear what it is, except like .. I mean is what strings are attached to the money, is it a grant, are we going to have to cut down someone's trees someday for a payback? I need more about it. Not that I don't trust Doug very much...

John: It seems to be rather straightforward, without strings attached. I don't think there's a lot of paper work. I know Doug said he has all the paperwork

Kim: Is it through the CMP?

John: It's through PUC, CMP is the conduit.

Kim: They are giving us money...

John: We can use it for economic development.

Kim: Why are they giving us money?

John: They will give us money for economic development

Someone in the audience: something about forest and wetlands in Alna

Kim: Oh, you just get cautious when someone says there's free money -- let me know by Thursday. (unintelligible) His wife was my kid's kindergarten teacher.

Bob: If Doug went ahead with the paperwork, there's no obligation on our part, is there? It would seem If we saw a downside that we could simply opt out once we had more information.

John: I'll ask him and also ask him about the downside. When you bring it up, it sounds like mitigation at the ironworks where they want the extra dock...

Kim: So then if you're going to get back to him for more information, how would you get back to us for us to make a decision before Thursday.

John: Let's see.

Judy: A phone call -- all it needs is a consensus of the board.

Gina? You can't do that (unclear)

Ben: I think Bob's right, it doesn't hurt to apply. If we decide to opt out later, we opt out.

Bob: That's right. If we don't accept the money, I don't see how we have any obligation, usually there's no obligation if you don't take the money.

Kim: Can we have some sort of.....

Judy: Can I have a motion to allow John to inquire about this and the authority to make a decision?

Judy: I'll make the motion.

Kathy: Second it.

Judy: All those in favor? Thank you. (all hands went up.)

3a

manager@wiscasset.org

From: manager@wiscasset.org
Sent: Thursday, February 21, 2019 8:57 AM
To: 'Doug Baston'
Subject: RE: CMP Transmission Corridor/PUC

Thanks Doug. You caught me out in my guess. John

From: Doug Baston <dcbaston@northatlanticenergy.com>
Sent: Wednesday, February 20, 2019 6:02 PM
To: manager@wiscasset.org
Subject: RE: CMP Transmission Corridor/PUC

You largely have it, John (except that the impacts in Franklin and Somerset Counties) There has been additional activity today, so I expect this will be made public very soon – possibly this week or next. As I said, however Alna’s additional request on behalf of our four towns is treated, there are still substantial benefit for each community in the core agreement. While I have tried to argue for more, the Windsor to Wiscasset expansion is not the main event here. I’d like to take some credit for what will be a pretty substantial settlement for Maine, but the credit is really almost entirely due to the hard work of former Senator, and Wilton Selectman, Tom Saviello.

Once this is settled, I’d be happy to brief you board on what is a pretty complicated agreement, and what is in it for us.

Best,

Doug

Douglas Baston, President
North Atlantic Energy Advisors
18 Sheepscot Road
Alna, Maine 04535

Cell: 207.837.2931

From: manager@wiscasset.org <manager@wiscasset.org>
Sent: Wednesday, February 20, 2019 1:22 PM
To: dcbaston@northatlanticenergy.com
Subject: CMP Transmission Corridor/PUC

Doug,

Thank you for bringing this proposal to the attention of the Town of Wiscasset and I acknowledge that many of the details are confidential under a protective order. Therefore you are limited in what detail you can provide.

Alna has been granted status as an Intervenor, and corridor town, and has an opportunity to get some additional compensation from CMP. Alna wishes to have three other Lincoln County towns, including Wiscasset, join them in their request. It is hoped that these extra municipalities may improve the chances of succeeding in what is probably a long shot.

The original settlement with CMP will allow for upgrades of existing power lines in current ROWs within the corridor communities which include Alna and Wiscasset. These upgrades will be 10 to 12 feet higher than the existing lines. No other easements will be necessary. Participating in this phase does not limit a municipality's right to sue.

However, participating in the Alna initiative will require the towns to surrender their rights to sue in the future. Most of the impact will be in the main power line in Somerset and Piscataquis counties and they are likely to have more grounds to sue.

After a general discussion at their meeting last night the Board of Selectmen authorized me to follow up with you but were concerned that Wiscasset not commit itself unless the Board had the opportunity to discuss this in significantly more detail. I understand that the decision will be made at the PUC/CMP level later this week and that you would like an indication of interest from Wiscasset as soon as possible.

I offer an indication on interest in the Alna initiative subject to a more detailed presentation at a later day and a formal vote of the Wiscasset Board of Selectmen.

Regards,
John

WISCASSET SELECT BOARD,
TAX ASSESSORS, AND OVERSEERS OF THE POOR
MARCH 12, 2019

Preliminary Minutes

Present: Kim Andersson, Bob Blagden, Chair Judy Colby, Kathy Martin-Savage, Vice Chair Ben Rines, Jr., and Interim Town Manager John O’Connell

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

1. Pledge of Allegiance

Ben Rines, Jr., moved that at the end of the meeting the selectmen adjourn the meeting in memory of David Nichols and express the board’s condolences to his family. Vote 5-0-0.

2. Approval of Treasurer’s Warrants

a. Kathy Martin-Savage moved to approve the payroll warrants of February 22 and March 1 and 8, 2019. Vote 5-0-0.

b. Kathy Marti-Savage moved to approve the accounts payable warrants of February 26, March 5 and 12, 2019. Vote 5-0-0.

3. Approval of Minutes of February 19, 2019

a. Ben Rines, Jr., questioned the minutes relative to his vote at the previous meeting on the motion to give John O’Connell the authority to meet with Doug Baston and to authorize him to make the decision whether to join with Alna on PUC funding from CMP. A transcription of that part of the meeting will be provided at the next meeting. Kathy Martin-Savage moved to table the minutes. Vote 5-0-0.

4. Special Presentations or Awards – none

5. Committee Appointments

- a. Anne Leslie, Conservation Committee
- b. Richard E. Litz, Board of Appeals

Ben Rines, Jr., moved to approve the appointments as presented. Vote 5-0-0.

6. Public Hearings

a. Liquor Licenses

- Carla Chapman, DBA The Cubby Hole
- Tony Bickford, DBA Little Village Bistro

Ben Rines, Jr., moved to open the public hearing. Vote 5-0-0. There was no discussion. No problems have been reported by the Police Chief or the CEO. Ben Rines, Jr., moved to close the public hearing.

Vote 5-0-0. Ben Rines, Jr., moved to approve the Liquor License applications of Carla Chapman, DBA The Cubby Hole; and Tony Bickford, DBA Little Village Bistro. Vote 5-0-0.

7. Public Comment

Richard Forrest thanked the town for allowing the sloop Providence to anchor at the dock while repairs were being made. The repair employed boat builders, mechanics, welders, and machinists and provided \$100,000 of business to the area. The Providence will leave for its home port in Alexandria, Virginia in April.

Bill Maloney said he was cancelling his petition for a Community Development Specialist because it was not the right time due to the town's current financial situation. He said the town needs a part time planner, but it will be possible to work with the Lincoln County planner. That may require some reimbursement but there will be no cost for insurance and retirement. He volunteered to work with Maryellen Barnes on his proposal.

Kim Dolce said she knew of people who would have liked to attend the March 11 public hearing on the Dollar General store but were unaware that it was taking place. She said when the original newspaper articles on the Dollar General store appeared there were many negative comments. She asked if notices of public hearings could be posted in the post office, on Facebook and on the town website in addition to the notices currently appearing in the newspapers. She added that Dollar General could run Mom and Pop stores out of business, could take business away from Shaw's. Kathy Martin-Savage said that in today's world, there are not enough people around to invest and put in something different in that location. The town will get revenue from Dollar General taxes, which is on the plus side. Judy Colby said the town had tried to attract other businesses without success.

Dennis Simmons, the recently hired Ambulance Director, introduced himself and said everyone was welcome to visit him at the ambulance department. Judy Colby welcomed him to Wiscasset.

8. Department Head or Committee Chair

9. Unfinished Business

a. Budget Workshop Schedule: John O'Connell said the draft of the budget was almost final and the board would adopt the budget warrant on April 2. A meeting with the Budget Committee was scheduled for Wednesday, March 13 at 6 p.m.

b. Clean-up Grant RFP: The RFP has been reviewed, small typos have been corrected and minor changes made. The RFP will be on the March 19 agenda for a vote to approve the \$400,000 grant.

c. CMP Corridor Update – John Carroll, CMP: Carroll said CMP is making progress in public reviews and a PUC decision will be made in two to three weeks. He listed the market and environmental benefits of the proposal: lower future electricity costs, lower future natural gas costs and consumption, general resource replacement and diversification, reduction of regional CO2 emissions and growth in employment and Maine's GDP spurred by lower energy costs for business and consumers. Project development benefits are increased direct, indirect and induced local employment; increased construction-related spending; increased local property taxes; expanded fiber optic access in rural areas; and expanded snowmobile and recreational trail opportunities. Carroll explained the Settlement

Agreement which will provide rate-payer relief, community benefits, technology and policy, and additional infrastructure and environmental benefits.

In response to Kathy Martin-Savage's question, Carroll said the excess fiber optic capacity used for the project will provide broadband to communities through Maine up to Montreal.

In response to Ben Rines, Jr.'s question, Carroll described the process for intervenors, which could be large agencies, communities or individuals. He said the \$262 million would come from CMP or Massachusetts or Hydro-Quebec, none from the residents of Maine.

In response to Kim Andersson's question, Carroll said that the part of the project which will go through Wiscasset will be reviewed as a land use.

Marty Fox of Wiscasset, Elizabeth Hamilton of Brunswick, Steve McCarthy of Rome and others spoke against the plan.

10. New Business

a. Sewer Abatement application – Roland P. Lacombe (Monkey C, Monkey Do, 698 Bath Road: LaCombe applied for an abatement because although the water had been turned off, he had received a bill of \$2,802.72. The matter was tabled until the March 19 meeting.

b. Browntail Moth Survey – State of Maine Department of Agriculture, Conservation and Forestry: for information only.

c. Quit Claim Deed

- Joe S. Rodrigues, Map U11, Lot 013: **Judy Colby moved to approve the quit claim deed. Vote 5-0-0.**

d. Termination of Use Agreement with Lincoln County Fire Chiefs' Association: No action was necessary, although it will impact the Fire Department budget.

e. C & C Realty Management, LLC – Request for Tax Exempt Status: Jessica Stover, representing C&C Realty Management requested that Wiscasset exempt Deer Ridge Farm from real estate and personal property taxes. She said Deer Ridge is federally subsidized residential rental housing which is owned by a nonprofit housing corporation. Judy Colby said the matter was in the hands of the attorney and she would notify C&C when an opinion has been received.

11. Town Manager's Report

a. Demolition of 56 Hodge Street: O'Connell said that a Certification of Appropriateness had been received and the building was demolished.

b. Update on Avigation Easement: A conference has been scheduled for March 19.

c. Update on 4th of July Committee: O'Connell said he had four volunteers for the committee: Corey Richards, Susan Robson, Josh Turner and Judy Flanagan.

d. Wastewater Treatment Plant: The manager of the Wastewater Treatment Plant said of the four pumps, one had been replaced and the other three needed replacing. He said there was \$70,000 in the impact account, and \$14,000 was needed for the pumps. **Ben Rines, Jr., moved to authorize the expenditure. Vote 5-0-0.**

12. Assessors Business

a. Tax Collector Recommended Abatements:

Scott Connors, Map R01, Lot 035-CO2, \$1,391.25 (2013-2017)
Sam Patterson, Map R07, Lot 039-19 \$281.03 (2016-2017)
Gilbert Rines, Map R05, Lot 051-A2, \$651.31 (2010-2017)
Carroll Jones, Map R03, Lot 054-003-001, \$666.97 (2016-2017)

Bob Blagden moved to approve the abatements of Scott Connors, Map R01, Lot 035-CO2, \$1,391.25 (2013-2017); Sam Patterson, Map R07, Lot 039-19 \$281.03 (2016-2017) Gilbert Rines, Map R05, Lot 051-A2, \$651.31 (2010-2017); Carroll Jones, Map R03, Lot 054-003-001, \$666.97 (2016-2017). Vote 5-0-0.

b. Assessors' Agent Recommended Abatements

Carroll M. Jones, Map R03, Lot 43-2-`, \$347.99
Dennis Gauthier, Map R04, Lot 11-C, \$152.49
Scott Connors, Map R01, Lot 035-CO2, \$318.67
Gilbert Rines, Map R05, Lot 51-A2, \$98.80

The abatements were tabled.

13. Other Board Business

Bob Blagden asked why there were Private Property signs on Chewonki Neck Road without town authority. He also asked why the airport was using the Recreation Department truck which was declared unsafe. He said the town should be reimbursed for the damage to the brick sign in front of the Town Office. Damage to the sidewalk by the State should be repaired by the State. O'Connell said damaged signs downtown are being replaced. In response to a question about the parking lot on Railroad Avenue, Colby said the DOT will fix the wall.

Kim Dolce asked that the signage on Railroad Avenue be lowered as it is too high to be in the line of sight of drivers.

There was no executive session. The Public Works Director position will be offered to Ted Snowdon at a lower rate than the previous employee's rate and adjusted if appropriate after six months. Discussion regarding combining the Public Works Director and the Transfer Station Manager will be held during budget talks.

14. Adjournment

Kathy Martin-Savage moved to adjourn at 8:30 p.m. Vote 5-0-0

Maine Municipal Association
7th Grade Essay Contest 2019

Certificate of Achievement

GRACE GREENE

Damariscotta Montessori School

Stephen W. Gove

Stephen W. Gove, Executive Director
Maine Municipal Association

*"If I led
my*

community..."

LOCAL GOVERNMENT
begins with you.





Maine Municipal Association

60 COMMUNITY DRIVE
AUGUSTA, MAINE 04330-9486
(207) 623-8428
www.memun.org

4a

February 25, 2019

Dear John,

Thank you for agreeing to present the awards for the Maine Municipal Association's Essay Contest.

During the 2018-2019 school year, the Maine Municipal Association promoted a statewide essay contest for seventh-grade students. The essay contest is designed to help students learn more about the importance of municipalities and inspire them to become our next generation of local leaders. This essay contest is part of our Citizen Education Program which is designed to encourage citizens of all ages to consider getting involved in their local government.

Students were asked to submit essays with the theme: "If I Led My Community ... " From there, students could write about what they would do in a local leadership capacity. Essays were judged on students demonstrating an understanding of municipal government, quality of writing and originality by a panel pulled from MMA Staff. Three winners were chosen.

Eva Carlezon, Windsor Elementary School (Windsor resident)

Grace Greene, Damariscotta Montessori School (Wiscasset resident)

Lucie Noonan of Greely Middle School (Cumberland resident)

MMA appreciates your participation in presenting your local winner with his or her prize and certificate.

Getting recognition in their own communities reinforces the importance of local government and the strong role it represents as the most accessible and efficient level of government.

Sincerely,

Eric Conrad
Director of Communication & Educational Services
Maine Municipal Association

From: Carol Weigelt <cweigelt@memun.org>
Sent: Monday, February 25, 2019 10:01 AM
To: manager@wiscasset.org
Subject: Maine Municipal Association's 7th Grade Essay Contest - a winner
Attachments: Grace_Greene_Damariscotta_Montessori_Sch.docx

Good Morning John,

It was nice talking with you this morning.

Grace Greene, 7th grade student of Ms. Samantha Mehlhorn at Damariscotta Montessori School, submitted an essay to our eighth annual 7th Grade Essay Contest this winter, and as I mentioned, she has been selected as one of our three winners.

As we discussed, the title for all submissions is "If I led my community . . ."

Again, we ask that a municipal official be in contact with Grace's teacher. We ask that you or a member of the board arrange with the teacher a venue and time where/when you can present Grace with a certificate of achievement and a VISA gift card award. As I mentioned, I will mail these two items to your attention at the town office soon. Again, I have not notified Ms. Mehlhorn of this student's achievement. Certainly share the news with her.

Samantha Mehlhorn can be contacted at samantham@damariscottamontessori.org and 207 563-2168.

As promised, I've attached our electronic version of Grace's submission.

Thank you for your support of this Citizen Education program.

Carol L. Weigelt
Web Publishing Technician / Resource Center

Maine Municipal Association
 60 Community Drive
 Augusta, ME 04330
 207.623.8428 ext. 2219
www.memun.org

2/26/19
 Spoke to
 Mrs. Mehlhorn
 and she will get
 back to me about
 presentation for
 Grace Green.

5a

**Town of Wiscasset
Board/Committee Membership Application**

Full Name: Dorothy Jones

Street Address: 52 Indian Rd

Mailing Address: Wiscasset Home Phone: 207-882-9137

Town of Legal Residence: _____

Work Phone: _____ Cell Phone: _____ E-mail _____

I wish to be considered for the appointment to the: Dorothy Jones

Term Of Appointment: Exp. 12/2021

Full member: Reappointment: Alternate member: _____

Do you currently serve or have you ever served on any Town Board? _____

If yes, please state which Board or Committee/term exp. _____

List civic organizations to which you belong now: _____

Prior experience, knowledge, or abilities that you have which would contribute to the activities of the Board or Committee: _____

Signature: Dorothy Jones Date: 3/5/19

Additional comments can be made on the reverse side of this form.

Please return to the Selectmen's Office, 51 Bath Road, Wiscasset, ME 04578, by fax 882-8228 or e-mail at clerk@wiscasset.org

For Office Use: _____

Date received: 3/5/2019 Date Appointed: _____ Term: 3 years

5b

Town of Wiscasset Board/Committee Membership Application

Full Name: Susan C Robson
Street Address: 210 Hooper St
Mailing Address: same Home Phone: _____
Town of Legal Residence: WISCASSET
Work Phone: 882-7504 Cell Phone: 419 9254 E-mail: SUSAN10

I wish to be considered for the appointment to the: _____
Waterfront Committee Term Of Appointment 3yr
Full member: _____ Reappointment: Alternate member: _____

Do you currently serve or have you ever served on any Town Board? _____
If yes, please state which Board or Committee/term exp. Waterfront Committee

List civic organizations to which you belong now: WMITS, WACC, Friends of WISCASS

Prior experience, knowledge, or abilities that you have which would contribute to the activities of the Board or Committee: 3rd Term - perseverance

Signature: Susan C Robson Date: 11/30/19

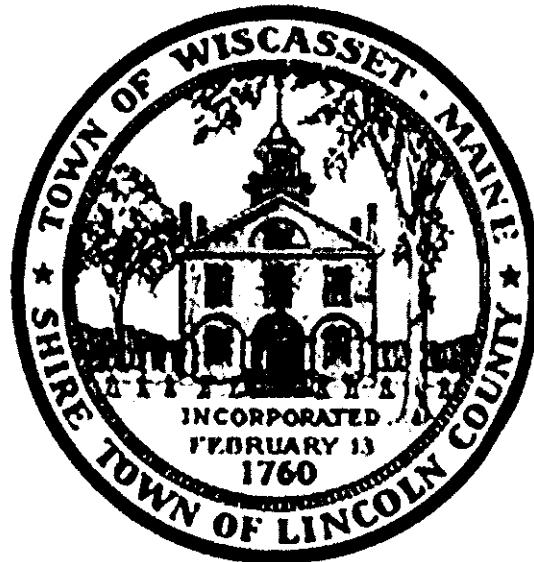
Additional comments can be made on the reverse side of this form.

Please return to the Selectmen's Office, 51 Bath Road, Wiscasset, ME 04578, by fax 882-8228 or e-mail at clerk@wiscasset.org

For Office Use:

Date received: _____ Date Appointed: _____ Term: _____

Town of Wiscasset
February 2019
Monthly Reports





Town of Wiscasset

TOWN CLERK REPORT

To: John O'Connell, Town Manager
From: Linda Perry, Town Clerk
Re: February Monthly Report
Date: March 14, 2019

ELECTIONS

Nomination papers were made available on March 4, 2019 for the election of town officials that will be held on June 11, 2019 at the Wiscasset Community Center. Nomination papers need to be returned by 5:00 p.m. on April 11, 2019. Anyone interested in taking out nomination papers should stop by the Clerk's office during regular office hours.

Absentee ballots will be available on May 13th for the June 11, 2019, Annual Referendum Town Meeting.

The last day to request an absentee is Thursday June 6th except for extenuating circumstances.

CLERK/EXCISE TAX COLLECTOR

The aircraft excise tax bills were mailed in February. Aircraft that is principally tied down or hangered at the Wiscasset Municipal Airport in the 2018 calendar year is subject to excise tax. Boat and Airplane excise revenue will increase within the next few months due to spring boat registrations and aircraft excise bills being mailed.

The Annual Shellfish Review has been completed for 2018 and been submitted to the Department of Marine Recourses.

Liquor license renewals were issued to Sarah's Café & Twin Schooner Pub and Taste of Orient. A public hearing was not required. Both businesses have had licenses for over 5 consecutive years without any issues.

FINANCIALS:

	Auto Excise	Boat Excise	Agent Fees	Vital Fees
Monthly Revenues	\$38,862.65	\$301.82	\$890.00	\$99.40
Year to date	\$467,378.05	\$1,583.62	\$10,073.00	\$1,587.00
Met yearly revenue projection by:	77.9%	26.18%	59.25%	-----



Town of Wiscasset

CODE ENFORCEMENT REPORT

To: John O'Connell, Town Manager
From: Bruce Mullins, Code Enforcement Officer
Re: February Monthly Report
Date: March 11, 2019

Building Permits:

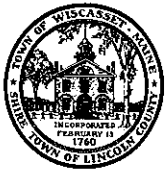
Shinbone Alley	10x12 Greenhouse
Stonewall Drive	28x28 Garage

Plumbing Permits:

Water Street	internal plumbing
--------------	-------------------

Other projects:

- Help owner on Bradford Road locate location for a future garage
- Try to resolve plumbing issue at Spruce Coffee Shop
- Take pictures of questionable properties for tax issues
- Work on shed placement issue on Bath Road
- Inspections on Hodge Street and Federal Street
- Check on possible parking lot expansion on Twin Rivers Drive
- Working on Dollar General, Le Garage, Port Wiscasset building, Simpson Seafood projects



Town of Wiscasset

EMS/EMA REPORT

To: John O'Connell, Town Manager
From: Dennis Simmons, EMS/EMA Director
Re: February Monthly Report
Date: March 14, 2019

Run volume for February:

Wiscasset	30	66.66%
Westport Island	7	15.56%
Dresden	5	11.11%
Damariscotta	2	4.44%
Boothbay	1	2.22%
	45	100%

Disposition:

Treated and transported :	31	68.89%
Refused treatment and/or transport	9	20.00%
No patient contact/canceled	4	8.89%
Agency assist	1	2.22%
	45	100%

Two Damariscotta calls were inter-facility transfers of town residents to a higher level of care; 1 Boothbay call was mutual aid to Boothbay. We turned down two requests for transfers for lack of crew.

Overtime situation has stabilized and is being reduced. We have hired two new people, one paramedic and one EMT which should also help to bring down the overtime. We are also utilizing fire department personnel on a limited basis to reduce overtime. Recruitment continues to be a problem with all services.

All policies and procedures are being reviewed with some updated and/or new policies.

I have met or spoken with several area EMS chiefs and fire chiefs and will continue to reach out as I get settled into the position. Conversations so far have centered around cooperation and how to better utilize our scarce resources for cost savings and efficiency.

Respectfully

Dennis Simmons



Town of Wiscasset

FIRE DEPARTMENT REPORT

To: John O'Connell, Town Manager
From: T.J. Merry, Fire Chief
Re: Monthly Report
Date: March 14, 2019

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

- 2 MVA
- 1 Structure Fire
- 1 Fire Alarm
- 6 Service Call
- 1 Station Coverage
- 1 Fuel Leak
- 2 Assist to WEMS

For training that month firefighters went through an SCBA (self-contained breathing apparatus) class, as well as a class on how to properly fill empty air tanks so not to overheat the tank.

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: John O'Connell, Town Manager
From: Lawrence Hesselstine, Wiscasset Police Chief
RE: February Monthly Report
Date: March 6, 2019

The Police department responded to 634 calls for service during the month of February, an increase of 331 over last month's 304 calls for service. The department has a total of 938 calls for 2019. For the first 2 months of 2019 the department has made 31 arrests.

- Assist Citizens - 32
- Concealed Weapon Permit Applications - 7
- Domestic - 4
- Traffic Stops - 91
- Property checks - 334
- Records request - 6
- Suicide/Suicidal - 4

Officers responded to 8 motor vehicle accidents, 2 were car vs. deer, and one resulted in an arrest for OUI. Officers conducted 91 motor vehicle stops and issued the following

- 9 VSAC citations
- 3 Summons for operating after suspension
- 2 Arrests for OUI
- 2 Summons for driving to endanger
- 1 Arrest for Domestic Assault
- 1 Arrest for Obstructing Governmental Administration
- 4. Arrests made on Warrants
- 1 Arrest for Aggravated Criminal Trespass
- 1 Arrest made for Violating Conditions of Release
- 1 Juvenile Arrest for Assault



Town of Wiscasset

PUBLIC WORKS DEPARTMENT

To: John O'Connell, Town Manager
From: Theodore Snowdon, Public Works Director
Re: February Monthly Report
Date: March 12, 2019

Operations:

During the month of February we plowed and/or sanded the 50+ miles of Town roads and airport (no sand at the airport) a number of times. Due to the types of storms, we have made a considerable dent in our winter sand stock. At this time we are approximately 75% through the pile and \$331.15 over budget on salt. Also due to the frequency and characteristics of the storms we are also changing out cutting edges (the wear component of the plows that make contact with the road surface and protect the plows from damage. This has put the cutting edge budget over by \$556.98.

In between storms we are busy maintaining and repairing the snow plowing equipment, clearing and treating the sidewalks, and removing accumulated snow piles from the downtown, as well as clearing tree debris from the road edge. We have also commenced in rebuilding the Town floats at the Waterfront. As of this time we are on the last float out five for this season.

Financials:

As of this time through the budget year we have expended 65.04% of the Highway budget: \$432,887.87. This is inclusive of restocking the winter sand supply, a portion of our annual road salt supply and cutting edges and components required by the equipment.

I would like to conclude by saying this town is lucky for having such a dedicated crew.

Faithfully yours,
Ted
Director of Public Works
Wiscasset, Maine



Town of Wiscasset

PARKS AND RECREATION DEPARTMENT

To: John O'Connell, Town Manager
From: Lisa Thompson, Parks & Recreation Director
Re: February Monthly Report
Date: March 14, 2019

To: John O'Connell, Interim Town Manager and members of Wiscasset Town Select Board
From: Lisa Thompson, CPRP, Parks and Recreation Director
Re: Parks and Recreation –February 2019 Monthly Report
Date: March 14, 2019

Program Updates & Community Events

- Winterfest was very successful with over 200 people taking part in a variety of activities, including a sold-out Family Trivia Night fundraiser for the Cooper- DiPerri scholarship fund and Silent Auction which raised about \$1500.
- February Vacation Camp had 21 children participating this year.
- 18th Annual Father Daughter dance saw its biggest numbers ever with over 200 girls in attendance
- Recreation Programmer Duane Goud begins the process for becoming a chartered Cal Ripken league for baseball & softball in our community.

Coordination Meetings & Professional Development

- Team Meeting (1).
- Budget work with Vernice and John 'O'Connell.
- Attended MRPA Board of Directors meeting in Yarmouth.
- Hosted a CACFP meeting with our ASA director to go over federal food guidelines for our meals programs.
- Met with Richmond Recreation Director Amber Trask on possibly collaborating on teen summer programs.
- Attended the Wiscasset Area Chamber Dinner where our Recreation Programmer, Duane Goud, received the Community Impact award for his work in the community. Congratulations to Duane! (see attached information on this).

Revenue:

- February 2019 Revenue: \$36,024.42
- February 2018 revenue: \$31,883.70
- **+4140.72 over 2018 JAN**
- Revenue to date (2/28/19) for this fiscal year: **\$243,448** (-\$30,482.15 from this date last year)

Important Upcoming Events and Programs:

- March 1-3 Grades 5/6 Boys tournament with 7 teams



Town of Wiscasset

- March – all month-long Adult basketball league Playoffs
- March 22- No- school- Vacation Day camp for grades pre-K- grade 5
- March 22-22 Boys grades 3& 4 Basketball tournament hosting 13 teams
- March 29-31 Girls 3 & 4 Basketball tournament hosting 5 teams



Town of Wiscasset

Duane Goud Community Impact Award Speech

Good Evening:

Let me begin by saying we are Honored to be presenting the Chamber's Community Impact Award. This award is presented to an individual or a group of individuals that has demonstrated a significant impact on our community.

"For myself it was not hard to come up with many names that would be worthy of this Award as we only have to look around this room as everyone here impacts our community.

Tonight we are pleased to present this award to an individual within the town whom we feel has been one of those quiet ones. A lifelong Wiscasset residence, who at the age of 24, began serving his town and community in the following ways:

TOWN

- *Budget Committee/ Budget Committee Chair
- *Wiscasset Fire Department
- *Select Board / Chairman of the Board of Selectmen
- *Volunteer coach in Soccer, Basketball, Baseball/Softball both Boys and Girls
- *Youth Referee
- *Youth Sports Coordinator and now current Recreation Programmer for the Parks and Recreation Department

SCHOOL

Coaching Positions Held:

- *MS Girls Soccer
 - *MS Girls Basketball
 - *HS JV Girls Basketball
 - *HS Varsity Girls Soccer (a position he still holds to this day)
- Has volunteered his time...
- * Athletic Boosters



Town of Wiscasset

TRANSFER STATION

To: John O'Connell, Town Manager
From: Ron Lear, Transfer Station Superintendent
Re: February Monthly Report
Date: March 8, 2019

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

Type of Material	Tons	Cost/Ton
Municipal Solid Waste (Trash)	126.16	-\$70
Demo	28.09	-\$70
Single Stream	16.11	-\$125
Metal	7.74	+\$130
Computers / TV	0 lbs.	+\$15/lbs
Brush/Lumber	13	-\$35
Organics for Compost	2,100 lbs.	0
Mixed Copper/Alum/Lead	0 lbs.	+\$96/lbs.
Shingles	0	-\$60
	0	-\$0
Cardboard	0	+\$60

We also recycled 11 bales of cardboard.

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

Types	Revenues:
User Fees	\$1,094.80
Computers	\$ 0
Metal (Light iron, batteries, mixed copper)	\$ 0
Cardboard	\$ 0
	\$ 0

Operations:

On the 5th we moved 3 yds. of inert fill. The 6th Bob's Tire picked up 427 tires. The 7th Bob's Tire picked up another 456 tires and W.D. Matthews delivered the new Forklift. The 20th we had Freon evacuated from 25 items.

Expenses & Revenues:

Expenses are at 62.51% and the Revenues are at 60.7%



Town of Wiscasset

WASTE WATER TREATMENT PLANT

To: John O'Connell, Town Manager
From: William Rines, Waste Water Treatment Plant Superintendent
Re: February Monthly Report
Date: March 12, 2019

Operations:

Average flow per day = 0.156 mg
Licensed flow per day = 0.62 mg
Percent of average flow per day to license limit = 25%
Total Rainfall per month = 2.4 inches
BOD Lab Results for mg/L for monthly average, weekly average & daily max. all within license limits
BOD % Removal was % much better than the 85% required in the license
TSS Lab Results for mg/L for monthly average, weekly average & daily max. all within license limits
TSS % Removal was % much better than the 85% required in the license
Settable Solids were within license limit of 0.3 mL/L
PH was within license limits of 6-9

Safety: Have reviewed policies and some work needs to be done. Have developed a monthly safety training schedule and reviewed with the staff. Have gotten the staff logged onto the Maine Municipal on line safety program and will be looking to do the monthly topic on there and then printing of the certificate acknowledging successful completion of the topic. Have touched base with Lynn Martin and she is scheduled to stop by to talk with me on February 19th. Have sent one of the staff members to Concentra to begin the procedure required for respirators in anticipation of the chemical treatment season. Other staff members will be going at a later date. Have purchased posters regarding GHS as the posters currently in the plant just reflect the old system of MSDS. The February safety training topic is Hazardous Communication. One staff member has done the online safety training for the monthly topic.

We are scheduled to have a Safety Works Visit on 6/20/2019.

Confined Space Monitors: The staff had advised me that none of them had been trained to calibrate the confined space monitors so I contacted the vendor and the first chance he could get here was on 2/12 and he showed all but David how to calibrate as David was out and we subsequently showed him on 2/13. The vendor stated that we should do a multi zero and multi span on a 30 day rotation and between that when we use the meter we should do a bump calibration. The test gas replacement cylinder costs \$170 and the hydrogen sulfide is the one which has the shorter life. We will be putting a folder together to document when the calibrations are done. The calibration materials will be in the plant maintenance area with one meter and the backup meter will be stored in the lab.

Budget: Have started to put together and received quite a few quotes for proposed work to do in 2019-2020. Will be meeting with Vernice the first full week in March to go thru a number of



Town of Wiscasset

items with her. The budget will be extremely challenging as the plant and pump stations have many needs.

Equipment:

Snowplow: The staff advised that when the snowplow is lifted using the “fish stick” it shuts off all the dashboard components in the vehicle as well as the power to the “fish stick”. Staff advises that this was installed by O’Connor who said they do not know if a new issue or something from the original installation. I have emailed Fisher Engineering to see if they can shed some light on this issue – am currently awaiting a reply. If no solution from Fisher I believe I will have no choice but to send it back to O’Connors when we can be without it and the weather allows.

Belt Press: Prior to my arrival the staff has been having issues with the belt press not “draining” properly therefore not getting a good cake and having to run slower than optimal. We have run the unit once since I have been here and ran the polymer at many different settings which did not appear to make a difference as well as different flow. Have left a message with the polymer vendor but have not heard back from him. Have talked with the belt manufacturer and he is going to check with the plant in Ogunquit as per the Wright Pierce Engineer his client reports very similar issues. When the staff sprays the belt with a garden hose it cleans the belt so we are investigating the water pressure as well as the spray nozzles. The staff reports that they make sure the spray nozzle section had been addressed and had been found clean prior to my arrival and that the vendor had reported to them that based on the units hours they should be about halfway thru their life cycle. Have taken the lime addition section that went into the conveyor off so could have access to the connection point for the new auger and trough. Have started the replacement of the trough and auger.

Top Kick Truck: Had to replace the batteries & the fuel tank that has leaked in the past. Thank you to the people up at Public Works.

DEP Related: Met with both the Inspector (Denise Behr) and Pamela Parker (from Enforcement) and they both stated that their biggest concern is with the continued lack of maintenance. Submitted the 2018 Annual Report on Sludge Residuals. Submitted to Hawk Ridge the paperwork to utilize Juniper Ridge if for any reason Hawk Ridge is closed. As a result of discussions with Denise Behr I revised the DEP 49 forms for December & January that Kyle did. Advised Kyle of the revision and arranged for him to update the NETDMR forms.

Preventative Maintenance: We continue to work on all the items which need to be fixed and have not had the time to really begin any preventative maintenance.

Building related: The main building has experienced some roof leaks which need to be looked into. The garage building clapboards need to be preserved and quite a few nails have to be reset. Some of the trim should be replaced to avoid future weather damage. The asphalt shingles are in very poor shape and small pieces continue to come off. Looking to get quotes for replacing the roof.

Housekeeping: Have done quite a cleaning and rearranging of the maintenance area in the main building. While doing this found a box that had some fans in it that were the wrong part so Dave called them in and was able to get them returned. It was fortunate to find as they were just a couple of weeks short of the one year return policy. Found respirator filters in the maintenance area and moved these to some cabinets in the lime room.



Town of Wiscasset

Have installed some new racking in the hallway outside the maintenance and have started to organize the pump station spare parts. Put the pump station manual information as well as pump manuals on these racks as well.

Cleaned the main electrical room and removed a few items that were in front of the panels. We have started to clean the lime room and organize it as a space for seldom used items and other storage.

Started to clean the "Gas" building and things that are not used were taken to the building by the dump site. Moved the fuel container for the pickup into this building as it was blocking some electrical panels in the blower building.

Moved the metal and wood that was by the headworks building.

Took the old plugged airstones up to the transfer station for disposal.

OTHER MEETINGS:

2/26/19 – One roofing company came to do quotes for both the main building and maintenance garage.

2/26/19 - John OConnell and myself met with interested parties in regards to the Public Restroom project.

2/27/19- Meet with two members of the Conservation Committee and they would like me to make sure the Selectmen are aware of the report from Wright-Pierce and should be thinking of what the future plan will be.

2/27/19 – Meet with Kevin Norris and subsequently received a quote for annual inspection and external maintenance of various lifting equipment.

9A

**The Town of Wiscasset, Maine
Environmental Engineering Services Brownfields Clean-up Program
May 15, 2019**

To All Interested Parties:

1. INTRODUCTION

The Town of Wiscasset, Maine, is seeking proposals from qualified environmental professionals (QEPs) experienced in performing environmental engineering services pertaining to the clean-up of the Mason Station Ash Ponds Lot 82-83 and Mason Station Ash Ponds Lot 84-85. Contractors will be required to develop a Maine DEP and EPA approved Analysis of Brownfield Cleanup Alternatives (ABCA) which will include a remediation plan and analysis of remedial alternatives, develop specifications for clean-up and remediation activities, oversee the contracted site remediation, prepare and submit all required State/Federal reports, conduct public informational meetings, prepare all necessary reports required by the State of Maine VRAP Program, then once the site is remediated, complete the closure requirements of the VRAP program for the State of Maine and coordinate with the City, Maine DEP/VRAP and EPA personnel. All work performed must be performed in accordance with industry standards and all applicable state and federal laws.

To successfully compete on this project, the Contractor must demonstrate a strong understanding of the Town of Wiscasset and the proposed Site, a knowledge of the federal and state regulations, a good working relationship with both EPA and State of Maine DEP and demonstrate the ability to bring the engineering services the project dictates, as well as have the ability to communicate well to interested community members and other stakeholders.

To be considered, six (6) copies of your proposal, with one copy unbound, must be received by John O'Connell, Town Manager, 51 Bath Road, Wiscasset, Maine 04578 no later than 4:30 pm on Monday, April 22, 2019.. Postmarked or facsimile materials will not be accepted. All proposals will be available for public inspection.

After the deadline for proposal submittal, all proposals will be reviewed and evaluated by a Selection Committee consisting of Town staff, selectmen and other appointed officials. Additional information may be requested of prospective Contractors. The Committee may conduct interviews as part of the selection process. The contract will be awarded by the Board of Selectmen.

The Town reserves the right to reject any/or all proposals, parts thereof, and/or waive any informalities thereon and/or to further make modifications as it deems in the best interest of the Town.

More detailed instructions regarding the Background Information, Project Description, Contractor Scope of Work, Submittal Requirements; Selection Process and Criteria and Contractual Requirements will follow this section.

2. BACKGROUND INFORMATION:

The Town of Wiscasset was selected for EPA Brownfields Cleanup funding in the FY 2018 competition for the remediation of Mason Station Ash Ponds Lot 82-83 and Lot 84-85. Together, the two Brownfield sites comprise a 1.37-acre portion of the former Mason Station Power Plant facility adjacent to the Sheepscot River. Brownfields are real property, the expansion, development or reuse of

which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. The Town of Wiscasset currently has \$379,000 budgeted for contracted services for this project.

3. ENVIRONMENTAL CONCERNS/CONTAMINATION SOURCE:

As part of the Mason Station Power Plant's cooling and emissions control processes, wastewater was generated and discharged under license to a series of four lagoons or "Ash Ponds" which were constructed for wastewater collection and settling of solids prior to overboard discharge to the Sheepscot River. Historic sources contributing wastewater flow to the ash ponds included waters associated with demineralization, the blow-down and metal cleaning neutralization tank, regeneration and backwash waters from water softeners and filters, ash transport, and miscellaneous storm water runoff.

4. ENVIRONMENTAL ASSESSMENTS:

A considerable number of historic environmental assessments and investigations have been completed on the Mason Station Power Plant facility (inclusive of the Ash Pond Site) including recent Phase I and Phase II assessments by Ransom Consulting through the Lincoln County Regional Planning Commission (LCRPC) Brownfield Assessment Program dated February 5, 2016 and June 21, 2016, respectively; and a Phase II ESA dated November 10, 2004 completed by Jacques Whitford.

Investigations identified the Ash Pond sludge as having polyaromatic hydrocarbons (PAHs), arsenic, chromium and lead at elevated levels.

In 2006, a plan was prepared that outlined proposed closure and decommissioning activities of the Ash Ponds pursuant to MEDEP Chapter 550, Discontinuance of Wastewater Treatment Lagoons. The decommissioning plan generally consisted of: treatment of the lagoon water; off-site discharge of lagoon water; removal and off-site disposal of sediment/sludge at the bottom of the lagoons; removal of lagoon liner; and final re-grading and seeding to prevent erosion and leaching of contaminants into surface and ground waters. The Maine DEP approved this plan; however, this work was never completed, and at present, the ash ponds have not been decommissioned. A revised plan will need to be prepared by the QEP and submitted to the Maine DEP for approval.

5. CONTRACTOR SCOPE OF WORK:

The selected contractor will be expected to perform work on the tasks described in this scope of work as described in this Request for Proposal (RFP):

Evaluate the environmental reports to date specifically, focusing on the completeness of the reporting to determine any data gaps that may be present in the analysis, and ensure that the information is up to date with the latest EPA or Maine DEP regulations governing the Brownfield program.

Prepare an Analysis of Brownfields Cleanup Alternatives (ABCA) and other Federal/State required remedial design and engineering documents (i.e. RAP, HASP, QAPP etc.) and submit to the Town first then to the State DEP and EPA for review and approval.

Conduct public meetings, providing written material to the public to explain the remediation process and the clean-up alternatives and redevelopment plans as necessary to meet EPA and ME DEP regulations.

Work with the Wiscasset Town Manager to develop a complete bid package for the procurement of clean-up contractor meeting the requirements of the EPA Brownfield program.

Once a Contractor has been selected, manage the clean-up process on site and oversee cleanup activities, site inspections and sampling. Provide a detailed description of this process including the number of days on site to oversee the work, method of coordinating with the site manager and clean-up contractor etc. frequency of site reports which need to include # of inspections, samples, etc. to ensure compliance.

Once site is cleaned, prepare a remedial action report outlining activities at the site describe method to clear site.

Prepare ME DEP and or EPA required cleanup completion/closeout documents, including Uniform Environmental Covenant (UECA) if needed and obtain ME DEP Certificate of Completion and VRAP when completed.

Meet at least monthly with ME DEP, EPA, Town and Brownfield Team to report on progress.

Prepare and submit all required State/Federal Reports to the appropriate authority.

Other duties specific to engineering Contractors for Brownfields work as described under State/Federal Law.

Submittal Requirements

Please submit six (6) copies of your proposal. One copy should be unbound. Proposals should be submitted no later than 4:30 p.m. on Monday, April 22, 2019, to John O'Connell, Town Manager, 51 Bath Road, Wiscasset, ME 04578. Postmarked or facsimile materials will not be accepted. The Town reserves the right to reject any or all proposals and/or waive any informality thereon. Your proposal shall include, but is not limited to, the following:

Cover Letter

The cover should include a letter on your company letterhead addressing the proposal format. The letter should be signed by an officer of the firm authorized to bind the firm to all comments made in the proposal and shall include the name, address and phone number of the person(s) to contact who will be authorized to represent your firm.

Qualifications and Experience

Provide a description of the overall history and qualifications of your firm's background, experience and capabilities to perform the Scope of Work. Experience with environmental work within the Town of Wiscasset, engineering cleanups at former power generating facilities, and familiarity utilizing EPA Brownfield Cleanups funds should be identified and presented. Please include similar information on any proposed subcontractors.

Organizational Profile

Provide a summary of all personnel potentially to be involved in the project including all sub-Contractors. Designate the Principal in Charge, the Project Manager and other key personnel. Provide personal resumes illustrating the experience and background of key personnel who will be assigned to the project.

Staffing and Resource Availability

Provide information regarding your firm's current staffing, current workload, and availability to provide the subject services.

Experience and Representative Projects

List representative examples of related work you have performed for other public agencies over the past five (5) years which illustrates your firm's role and experience in providing the services required.

References

Provide at least three (3) references for similar work your firm has performed. Include name of person, position and phone number where reference may be reached.

Fee Statement (separate sealed envelope)

Each proposal must include a sealed fee statement under separate cover. The sealed fee statement will not be opened until the preferred Contractor is selected. The fee and scope of work shall be subject to negotiation.

The fee statement shall provide a schedule of the fees on an hourly basis for each of the key personnel and subcontractors as well as a schedule of other basic costs, should additional services be necessary.

The Contractor should estimate the nature and cost of any additional services deemed necessary to complete this project.

No contracts shall be awarded wherein the fee is stated as a percentage of the project cost.

Provide a budget for your submitted proposal. Your proposed fee should be broken out by task based on the proposed scope of work or other logical basis. Please include a time and materials fee schedule for review. The Town recognizes that it may be difficult for Proposers to develop an accurate budget given the open-ended parameters of this proposal. In light of this concern, Proposers should be aware that the Town may negotiate the scope of work of the contract as well as its terms and conditions to "fit" the Town's needs and priorities.

Once the selection committee has selected a firm adequately qualified for the scope of work, the Town may negotiate a contract with the selected firm for compensation which they determine to be fair and reasonable to the Town. Should the committee be unable to negotiate a satisfactory contract with the firm selected, the committee may undertake negotiations with another proposing firm.

Disclosure

Contractors need to disclose any potential conflicts of interest they may have in responding to this RFP. Contractors must submit a list of studies their firm has conducted in the State of Maine.

Timeline

Contractors should provide a timeline for completing the various components of the services required as a part of this RFP. The complete remediation must be finished by September 30, 2021.

Contract Requirements

The tasks outlined in this RFP will be funded through a United States Environmental Protection Agency Brownfields Assessment Grant. Therefore, the Contractor must comply with all applicable Federal and State regulations. Contractors are advised to review the rules prior to submittal of a proposal.

Hydrogeological Component

If Proposers include a hydrogeological component in their proposal, the section of the proposal that includes the hydrogeological component must bear a stamp of approval from a certified geologist or professional engineer. Neither the geologist nor the engineer needs to be affiliated with the firm.

Additional Requirements of EPA Funding

Compliance with all Terms & Conditions of the Cooperative Agreement between EPA and the Town of Wiscasset for activities related to their cleanup grant funding this project, including:

The Town of Wiscasset is required to document contracts performed by MBE/WBE on an annual basis, Contractor agrees to submit this information to the Town by August 31st each year. This is a federally assisted project and is subject to the Fair Labor Standards Act, which include Davis-Bacon (Certified Payroll), 24 CFR 85.36 (bonding requirements), Section 3 & M/WBE and related acts. All wage and reporting requirements of the Davis-Bacon Act must be followed during this project.

Selection Criteria and Process

It is the policy of the Town in employing architectural, engineering and Contractor services to publicly announce all requirements for such services and to award contracts on the basis of demonstrated competence and qualifications for the type of professional services required, the technical merits of proposals and the price for which services are to be rendered.

The Town of Wiscasset looks most favorably on those respondents that:

Provide a team of key personnel who have experience working together and who have the abilities to competently address the problems presented by this project;

Demonstrate the ability to employ an exemplary design approach in solving the unique problems presented by this project; and

Demonstrate the capacity of the firm to perform the work and manage the project within the time and budget limitations.

After the deadline for proposal submittal, all proposals will be reviewed and evaluated by a Selection Committee consisting of Town staff, selectmen, and other appointed officials. Additional information

may be requested of prospective Contractors. The Committee may conduct interviews as part of the selection process. The contract will be awarded by the Board of Selectmen.

The Town reserves the right to reject proposals which are non-negotiable and non-responsive and to negotiate with the Contractor or Contractors who, in the Town's opinion, are deemed to be the best qualified to do the job.

General Terms and Conditions

The following terms and conditions are subject to change.

Personnel

The Contractor represents that he/she has or will secure, at Contractor's own expense, all personnel required in performing the services under the Agreement. Such personnel shall not be employees of or have any contractual relationship with the Town. All of the services required hereunder will be performed by the Contractor or under Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

Unless otherwise stated in this proposal, none of the work services covered by the Agreement shall be subcontracted without the prior written approval of the Town. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of the Contract.

Assignability

The Contractor shall not assign any interest in the Agreement and shall not transfer an interest in the same (whether by assignment or elevation), without the prior written consent of the Town thereto; provided, however, that claims for money by the Contractor from the Town Lender the Agreement may be assigned to bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Town.

Findings Confidential

All of the reports, information, data, etc. prepared or assembled by the Contractor under the Contract are confidential until reports are finalized and the Contractor agrees that they shall not be made available to an individual or organization without the prior written approval of the Town.

Copyright

No report, maps or other documents produced in whole or in part under the Agreement shall be the Subject of any application for copyright by, or on behalf of, the Contractor.

Independent Contractor Status

It is expressly understood that the Contractor named in any proposed agreement is acting solely as an independent contractor, not as an agent or employee of the Town. The Town shall not under any circumstances be liable to the Contractor for or any person or persons acting for or under it or to any person for any deaths, injuries, or property damage received or claimed unless any such liability arises by virtue of the sole negligence of the Town its officers or employees and the Contractor agrees to defend and hold the Town free and harmless from liability which is not due to any fault of the Town,

its officers, agents, or employees.

Compliance with Local, State and Federal Law

The Contractor shall comply with all applicable laws, ordinances, and codes of the federal, state and local governments.

Hold Harmless Clause

The Contractor shall indemnify and save harmless the Town against all loss, cost, or damage on account of an injury to persons or property, including employees or property of the Town occurring in the performance of the contract.

Insurance Requirement

Contractor shall provide written proof of insurance coverage for personal injury and property damage, including comprehensive general and automobile liability and contractual liability in a form and amount acceptable to the Town. Carrier shall provide notice of any change in or limitation of coverage or of cancellation no less than 30 days prior to the effective date. All coverage shall be provided by a carrier authorized to transact business in Maine and shall be primary.

CLAIMS:

The Town of Wiscasset will not be held responsible for any damages or injuries arising out of any snow removal activity for the Town. Any related claim will be referred to the Contractor. The contractor may wish to make personal restoration within a reasonable amount of time at the property owner's satisfaction or process a claim with their insurance carrier.

INSURANCE:

The Contractor shall furnish proof of coverage with adequate insurance of the types and to the limits specified below naming the Town of Wiscasset as additional insured. Certificate of such insurance shall be filed with the Town Manager by signing of a contract.

PROFESSIONAL LIABILITY INSURANCE:

\$1,000,000 per claim.

WORKERS' COMPENSATION:

Workers' Compensation, coverage with Statutory Limits and Employers Liability for all employees with limits of \$400,000 per incident; and in case any work is sublet, the Contractor shall require the sub-contractor similarly to provide coverage for the latter's employees unless such employees are covered by the protection afforded the Contractor.

AUTOMOTIVE LIABILITY INSURANCE:

Automotive Liability insurance with minimum limits of liability for bodily injury in the amount of \$400,000 for each occurrence and minimum limits of liability for property damage in the amount of \$50,000/\$100,000 aggregate.

GENERAL LIABILITY INSURANCE:

General Liability insurance with minimum limits of liability for bodily injury in the amount of \$500,000 for each occurrence and minimum limits of liability for property damage in the amount of \$50,000/\$100,000 aggregate, or a combined single limit of \$500,000 for each occurrence, including completed operations shall be required.

CONDITIONS OF BINDING CONTRACT

No contract awarded pursuant to this RFP will become binding until after:

The Town Manager negotiates a final contract, scope and amount and is then signed by both parties.

PRODUCT OWNERSHIP

Any documents, plans, literature, electronically stored data, or drawings resulting from the contract will be the property of the Town of Wiscasset.

Licensing Requirements

Any license requirements will be the sole cost and responsibility of the Contractor.

PROPOSED DEVELOPMENT COSTS

The cost of preparing and submitting this proposal is the sole responsibility of the Proposer and shall not be chargeable in any manner to the City.

RESERVATION OF RIGHTS

The Town reserves and may, in its sole discretion, exercise the following rights and options:

The Town reserves the right to reject any and all proposals and the right to elect not to proceed with the project.

The Town may accept or reject any or all of the items in or elements of any Proposal and award the contract in whole or in part if it is deemed in the Town's best interest to do so;

The Town may request that some or all of the Respondents modify their Proposals based upon the Town's evaluation

Town of Wiscasset

POLICY ON TAX LIEN AND SEWER LIEN ACQUIRED PROPERTY

I. Purpose of the Policy

- A. The purpose of this policy is to provide general guidelines for the administration and disposition of real property, title to which has been acquired by the Town of Wiscasset (the "Town") as a consequence of automatic foreclosure of a lien for non-payment of amounts owed to the Town. *See, e.g.*, 36 M.R.S. § 942.
- B. Nothing in this policy shall limit or restrict the authority of the Board of Selectmen (the "Board") to act, in its sole discretion, in the best interests of the Town.
- C. Except as expressly provided herein, this policy shall not be interpreted to give additional substantive or procedural rights to owners or former owners of properties forfeited for non-payment of taxes.

II. Impending Foreclosure and Review of Properties

- A. Prior to the mailing of the notice of impending foreclosure required by State law, the Treasurer shall forward a copy of the list of properties subject to foreclosure to the Town Manager, Assessors' Agent, and Code Enforcement Officer. The Treasurer, Town Manager, Assessors' Agent, and Code Enforcement Officer will meet to review the list of properties subject to foreclosure to determine whether it is in the Town's best interest to waive foreclosure. Instances where the Town may wish to avoid foreclosure include but are not limited to:
 - 1. The property is known to have, or is suspected of, having environmental problems.
 - 2. The property may be a hazard to the public health or welfare.
 - 3. There is an easement on the property which makes ownership of the property undesirable.
 - 4. The property has value only to the owner(s) and would have little or no value on the open market.
 - 5. The cost of disposing of the property or remediating any known issues may cost more than the value of the property.
- B. Should the Town Manager determine it to be in the Town's best interest to waive foreclosure under State law, the Treasurer and Town Manager shall make the recommendation to the Board prior to the foreclosure date, ensuring that the Treasurer will have the opportunity to file the waiver of foreclosure prior to the date of foreclosure.

III. Upon Foreclosure

- A. Authority for administration of lien-acquired property is delegated to the Town Manager, who shall evaluate each property to determine its best use, and recommend to the Board the specific disposition that is in the best interests of the Town. The Town Manager may forward the list of acquired properties to all Department Heads to determine if there is any potential public use for the acquired properties. Each department will submit a memorandum outlining any potential uses for lien-acquired parcels within five (5) business days of receiving the notice.
- B. Given the risk of loss or damage to the lien-acquired property, appropriate kinds and amounts of insurance coverage on the property will be obtained to protect Town interests against these risks. The Town shall not be obligated in any way to protect the interest in the lien-acquired property of any other party.
- C. Unless the Town Manager deems it is not in the best interest of the Town, the Town Manager shall cause to be prepared a statement of all charges owed to the Town by the former property owner for any property within the jurisdiction of, or assessed by, by the Town. The statement, which will include charges stated in the lien as well as fees, charges, penalties, and costs of all actions taken by the Town in its efforts to collect the amounts owed, will be sent to the former property owner along with an agreement to purchase the property.
 - 1. The Town may, in its sole discretion, provide notice by certified mail or regular mail to the former property owner, any mortgage holder(s), other lien creditors, and secured parties, that title to the property has transferred to the Town as a result of the lien foreclosure.
 - 2. If the former property owner fails to execute the agreement to purchase property within thirty (30) days of receipt of the statement outlined in subsection C above, or fails to perform in accordance with such agreement, the Town Manager shall request and the Board shall make final determination on disposition of the property.
 - 3. It is hereby understood that this policy shall not obligate the Town to allow the former owner(s) to repurchase the property; and no action of the Town pursuant to this policy shall be deemed to set precedent with respect to any other past, present or future foreclosure or property disposition by the Town. No agreement to repurchase the property shall be more than six (6) months in duration.

IV. Disposition

- A. Responsibility for the decision as to the disposition of all lien-acquired property rests with the Board.
- B. The Town Manager shall request, and the Board shall provide, a final determination on disposition of each property acquired through the foreclosure of a tax or sewer lien.

- C. Notwithstanding the provisions of this policy, the Board may, in its sole discretion, by any means and on any terms that the Board deems to be in the best interests of the Town:
1. allow the former owner to purchase title to the property;
 2. establish title, take possession, and convert the property to Town use; or
 3. dispose of or cause to have disposed of any lien-acquired property.
- D. The Town is not required to administer all lien-acquired property in the same manner. When it is determined by the Board that a lien-acquired property is to be liquidated, the Board will consider the following general, non-binding guidelines:
1. A determination will be made as to whether it is in the Town's best interest to liquidate the property as soon as possible. If so, a public sale or bidding process will be used.
 2. If it is determined that market value of the property is much greater than the charges owed, the Board may engage the services of a realtor to liquidate the property.
 3. If a particular property has a value approximately equal to the charges owed, then the Board may give public notice as to the sale of the property. Notice also will be sent to the property's abutters. The notice shall include a brief description of the property, the location of the property, the conditions of sale (if any), the time and date bids or proposals are due, and a minimum bid, as defined below.
 - i. Minimum bid - Unless the Board stipulates otherwise, the minimum bid for any lien-acquired property shall be the total of all outstanding charges or 35% of the assessed value, whichever is greater. Outstanding charges shall include all taxes or charges owed, including estimated taxes or charges for the current year; interest, lien costs, and any other associated costs (including legal, insurance, notice, and advertising).
 4. The Town reserves the right to reject any or all bids, accept other than the highest bid, and waive any of the requirements of this policy should the Board, in its sole determination, judge such actions to be in the best interest of the Town. Instances where such right may be invoked include, but are not limited to:
 - i. The Board may wish to sell the property to an abutting property owner rather than the highest bidder.
 - ii. The Board may determine it prefers a use proposed by a party other than the highest bidder.

- iii. The Board may wish, but is by no means obligated, to sell the property to the party from whom the property was acquired rather than the highest bidder.

- 5. Notwithstanding the above, if the lien-acquired property was formerly owned by a person who was 65 years of age or older, has occupied the property as a homestead, and meets the income and assess requirements, all as outlined in 36 M.R.S. § 943-C, the Board must follow the required sale procedures in 36 M.R.S. § 943-C.

- 6. Closing on the Sale
 - i. A bid deposit of 10% of the purchase price must be submitted with all bids. The deposit will be retained as a credit towards the purchase price. All other bids will be returned to the unsuccessful bidders.

 - ii. Full payment for the successful bid is required within thirty (30) days from the date the bids are opened. Should the bidder fail to pay the full price within thirty (30) days, the Town shall retain the bid deposit and title to the property. The Board may review the bids submitted and offer the property to another bidder who shall have thirty (30) days to make payment in full or it may order that bids be solicited again.

 - iii. Title to lien-acquired property shall be transferred only by means of a Quit-Claim deed, unless the Board directs other legal actions.

9d

TAX ACQUIRED PROPERTY OCCUPANCY AND RE-PURCHASE AGREEMENT

NOTICE Prior Owner —

This is a legally binding contract. If you do not understand it, seek legal advice before signing it.

THIS Tax Acquired Property Occupancy and Re-Purchase Agreement (hereinafter "the Agreement") is entered into by and between the Town/City of _____, Maine ("Town/City") and _____ ("Prior Owner" – the Town/City and Prior Owner are collectively referred to as the "Parties") with a mailing address of: _____.

For mutual consideration, receipt of which each party hereby acknowledges, Town/City and Prior Owner agree as follows:

WHEREAS, the Town/City has filed one or more tax liens on the real property and buildings located at _____ (the "Property"), and the tax lien for the _____ tax year matured on _____, with automatic foreclosure occurring and the necessary documentation filed at the _____ County Registry of Deeds so that the Town/City is now the owner of the Property; and

WHEREAS, the Prior Owner has requested to continue to occupy the Property, and the opportunity to purchase said property from the Town/City by maintaining the Property, and paying the total amount of taxes, fees and interest due to the Town/City on the Property;

WHEREAS, the Town/City has agreed that the Prior Owner may continue to occupy the Property as a person in possession, and to sell the Property to the Prior owner for the total amount due in accordance with the following terms:

NOW THEREFORE, for mutual consideration, receipt of which each party hereby acknowledges, the Town/City and Prior Owner agree as follows:

- 1. Date; Parties; Property.** The Parties agree that the Prior Owner is a person in possession pursuant to 36 M.R.S. § 553 of certain Property described as Map _____, Lot _____ on the Town/City Assessor's maps for _____, Maine, which are on file at the municipal office
- 2. Repayment Terms.** The amount of past due taxes for the Property is \$ _____, and shall be repaid as follows:

Outstanding taxes, charges and interest	\$
Maintenance costs	\$
Sewer fees, charges and interests	\$
Administrative fees including legal fees	\$ _____
Subtotal	\$

Tax Acquired Property Occupancy and Repurchase Agreement

Interest for payment period at _____% per annum \$ _____

Total Amount Due \$ _____

Prior Owner agrees to pay the Total Amount Due as follows:

A payment of \$ _____ paid upon the signing of this Agreement, the receipt of which is hereby acknowledged.

The balance of \$ _____ due in four (4) quarterly installments of \$ _____ each.

A payment is due and payable on the 15th day of the month for the next _____ months after this Agreement is signed until the Total Amount Due is paid in full on or before _____, 20____.

3. **Deed.** Upon completion of all payments due hereunder, and satisfaction of all of the Prior Owner's obligations under this Agreement, this Agreement shall automatically terminate and the Town/City will convey the Property by **MUNICIPAL QUITCLAIM DEED WITHOUT COVENANTS**, "as is" and makes no warranties or representations whatsoever about the Property.
4. **Risk of Loss; Liability.** From the date of this Agreement forward, Prior Owner, as a person in possession, 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 Prior Owner's control, use or occupancy of the Property. The purchase of casualty or liability insurance is Prior Owner's sole responsibility, and the Town/City will not procure or maintain such insurance for Prior Owner or otherwise indemnify Prior Owner against such loss, damage or liability. Throughout the term of this Agreement, Prior Owner 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 Agreement, whichever is greater. Prior Owner assumes all responsibility for utilities and maintenance of the Property, including compliance with any applicable state and municipal ordinances and codes. As the Prior Owner of the Property, the Prior Owner waives any residential tenant disclosures required by Maine law and acknowledges that this is a unique Agreement intended to allow the Prior Owner to remain in possession of and to retain the Property.
5. **Title Retained by Town/City.** This Agreement is neither a mortgage nor a Land Installment Agreement, and Prior Owner does not obtain title to the property until the Total Amount Due and any assessments, interest and fees are paid in full and all other obligations of the Prior Owner hereunder are satisfied. The parties agree that the Prior Owner is a person in possession pursuant to 36 MRS § 553 and that real property taxes will be assessed to the Prior Owner and that, in the event of non-payment of taxes, the Town/City may exercise all remedies available for non-payment of taxes, including, without limitation, another tax lien foreclosure or removal of the Prior Owner by a forcible entry and detainer action.
6. **Default and Cure.** Prior Owner shall be in default of this Agreement if Prior Owner is more than 15 days late in making any payment. Town/City shall notify Prior Owner (and/or any

persons in possession if not the Prior Owner) in writing of any default; such notice shall be sent by certified mail, return receipt requested, or delivered in hand to the Prior Owner. If said notice is refused or undeliverable, it shall be sent by ordinary mail. Notice is deemed given on the date Prior Owner and/or person(s) in possession signs the certified mail receipt, or in the case of ordinary mail, when the notice was sent. Prior Owner may cure such default by paying all overdue payments within 30 days after notice is given. If the default is not cured with 30 days after notice is given, this Agreement shall automatically terminate without further notice to the Prior Owner and the Town/City shall retain all payments made for the use and occupancy of the property, and Prior Owner shall have no claim to any refund, credit, allowance or otherwise against Town/City. If the Prior Owner fails to cure the payment default, then the Town/City shall be entitled to all remedies available to a landlord, at law or equity under Maine law, including, without limitation, the remedy of forcible entry and detainer (eviction), and the Town/City may immediately at any time after termination of this Agreement without further notice or demand commence an action to recover the Property.

7. **Taxes, Assessments, Other Charges and Compliance with Ordinances:** Prior Owner, as a person in possession pursuant to 36 M.R.S. § 553, is responsible for paying all taxes, assessments, liens and other charges, including interest thereon, made against the property from the date of this Agreement, and these shall be paid in full in addition to the "Total Price" (see Section 2 above) before a quitclaim deed is delivered to Prior Owner from Town/City. In the event that any liens attributable to Prior Owner are recorded against the property during the term of this Agreement, Prior Owner shall satisfy such liens in full before a quitclaim deed is delivered to Prior Owner from Town/City. Failure to satisfy such liens shall be considered a default and this contract shall automatically terminate. Thereafter, the Town/City may, in its sole discretion, exercise all remedies available for non-payment of taxes, including without limitation, tax lien foreclosure and take possession of the Property in accordance with 36 M.R.S. § 943 et seq.. Additionally, if the Property is in violation of any state or municipal ordinance or law, the Prior Owner shall correct such violation or it shall be considered a default. Upon any default hereunder, the Prior Owner may be subject to an eviction proceeding in the Portland District Court. The Parties agree that in the event the Property is transferred during the term of the Agreement, all obligations under this Agreement and all additional tax liabilities that may exist at the time of the sale, must be satisfied in full before the Town/City will discharge any responsibilities under this Agreement or other tax liens.
8. **Prepayment.** Prior Owner has the right to prepay any and all installments without penalty.
9. **Recording.** This Agreement shall not be recorded in the Registry of Deeds.
10. **Effect of waiver; Severability; Integration.** The waiver by Town/City by any term or condition of this Agreement 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 Agreement. In the event that any term or condition of this Agreement 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 Agreement other than as specified herein, and this Agreement represents the entire agreement between the parties.

11. **Change of Address.** In the event that Prior Owner's post office address specified above changes during the term of this Agreement, Prior Owner shall, within 15 days of such change, notify Town/City in writing of Prior Owner's new post office address. If Prior Owner fails to notify Town/City of such change, notice given by Town/City to Prior Owner at the above address shall be considered sufficient and legal.

Dated: _____, 20____

By: _____
_____, Town/City Manager
Town/City of _____, Maine

STATE OF MAINE

_____, SS. _____, 20____

On the ___ day of _____, 20____, personally appeared the above-named _____, Town/City Manager of the Town/City of _____, Maine and acknowledged the foregoing to be his free act and deed in his/her said capacity and the free act and deed of said Town/City.

Before me,

Notary Public

Prior Owner

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 Agreement signed by the Town/City of

_____.

Dated: _____, 20____

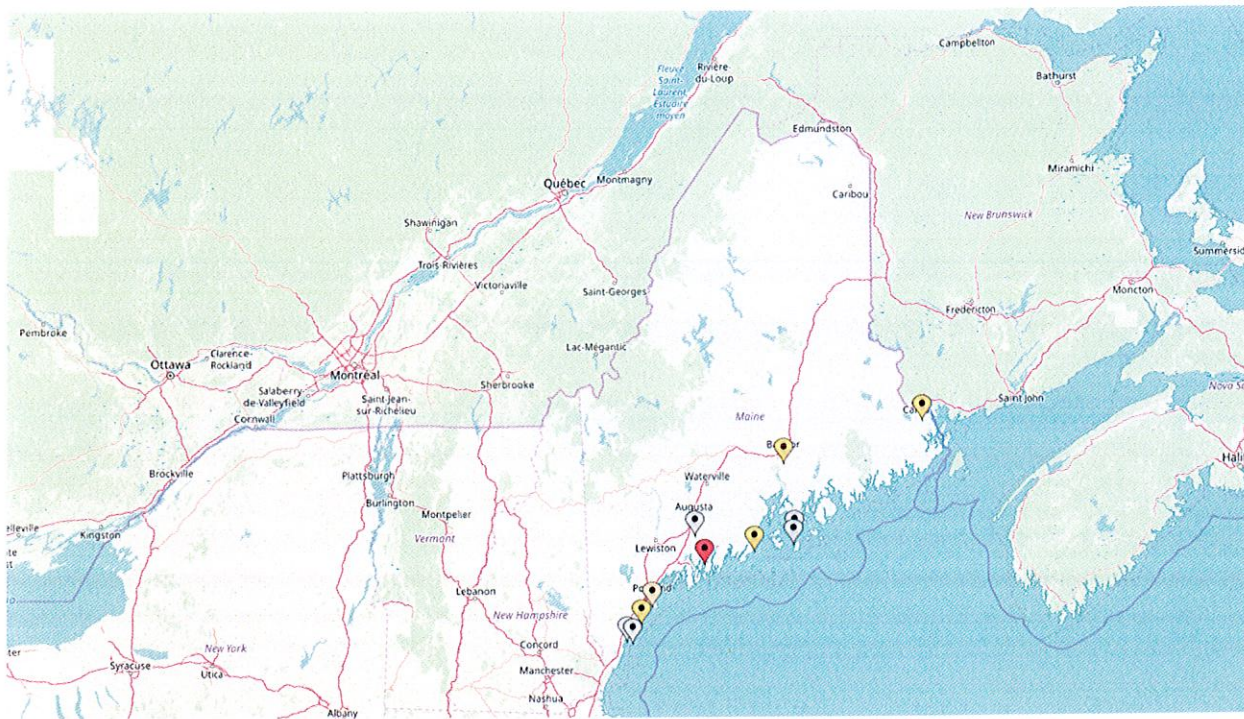
STATE OF MAINE

_____, SS. _____, 20____

On the ___ day of _____, 20____, personally appeared the above named _____ and acknowledged the foregoing to be his/her free act and deed.

Before me,

Notary Public



📍	9e	County, Maine, USA
📍		Portland, Cumberland County, Maine, USA
📍	\$3,000 (Harbor Pier)	Rockland, Knox County, Maine, USA
📍		Kennebunkport, York County, Maine, 0404 USA
📍		Stonington, Hancock County, Maine, 0466 USA
📍		Deer Isle, Hancock County, Maine, USA
📍		Gardiner, Kennebec County, Maine, 0434 USA
📍	(\$1,500 5-11 - 10/1), (\$1,000 6/23 - 9/4)	Bangor, Penobscot County, Maine, USA
📍		Kennebunk, York County, Maine, USA
📍	\$7,000 for Season on Pier	Old Orchard Beach, York County, Maine, USA
📍	\$60/Day with Electricity Hook Up	Calais, Washington County, Maine, 0461 USA

MEMO

TO: Town of Wiscasset c/o Town Manager: John O'Connell
 FROM: Lincoln County Regional Planning Commission
 DATE: 03/08/19
 SUBJECT: Kiosk Research for the Town of Wiscasset

Background:

The Town of Wiscasset seeks to utilize the municipal pier for kiosk-type uses. The Town asked for cost figures associated with kiosk rentals in other seaside resort areas in Maine.

Lincoln County Regional Planning Commission (LCRPC) Staff researched seaside communities around the State of Maine and found that many do not have kiosks or "food stands," including larger communities such as Portland. The LCRPC reached out to fourteen inland and seaside communities, below is a summary of the findings:

Communities that do not have Kiosks:

- Deer Isle
- Gardiner – Did have ice cream stand on waterfront last year, school project through the City, only required electricity permit.
- Kennebunkport
- Ogunquit
- Portland – Do not have any currently but they are in the process of discussing a boardwalk-type setup on Commercial Street.
- Stonington

Communities that do have Kiosks:

- **Bangor.** The Parks & Recreation Department issues permits to commercial vendors for certain areas on municipal property. The fees are \$1,500 for May 11-October 1 and \$1,000 for June 23-September 4 for food trucks and food stands. The fees are just for the rental of the space and do

not include licensing fees for food service. Some are in parking spots along the street and others are in a parking lot along the waterfront.

- **Calais.** A local food vendor who travels the state informed them that the average is about \$60/day to rent a spot with electricity hook up. There is a festival in August of each year in Calais, they charge \$60/day with electricity for one slot. They recommended setting the fee up as a per/day-week and monthly rental. They also recommended offering different size spaces for rent (10-15 feet), etc. to accommodate larger food trucks/trailers.
- **Old Orchard Beach.** Spots start at \$7,000 for the season and increase from there depending on their location. Information on the size of the spots was not provided.
- **Rockland.** Three spots are available at the Harbor Pier (Middle Pier) where vendor spaces can be leased for the season (May 1st – October 31st) for a fee of \$3,000. The fee was established by the City Council and the lease procedures are handled through the Harbor Management Commission via the Harbor Master. Sales of any kind are not otherwise allowed on public property. Any other food stands would have to be set up on private property with permission from the property owner. All food stands would also need to obtain a Victualer’s license and Planning Board approval.

Communities that did not respond:

- Camden
- Eastport
- Lubec
- Mount Desert Island

Summary:

Playing around with the numbers a little bit, on average, the four communities that responded would charge \$5,635/Season, ~\$900/Month, ~\$225/Week, and ~\$32/Day.

Community	Estimated Daily Charge (EDC)	Estimated Weekly Charge (EWC)	Estimated Monthly Charge (EMC)	Estimated Seasonal Charge
Bangor	\$8.93	\$62.50	\$250	\$1500*
Calais	\$60*	\$420	\$1680	\$11,040
OOB	\$41.67	\$291.67	\$1166.67	\$7000*
Rockland	\$17.86	\$125	\$500	\$3000*
AVERAGE CHARGE	\$32.12	\$224.79	\$899.17	\$5,635

* Actual Figures from Communities

2018 Pier Vendor Revenue

Name	Fee Amount	Electric	Sign	Total Paid for 2018
QTs Ice Cream 10'x20" (seasonal)	\$ 800.00	\$ 100.00		\$ 900.00
Wiscasset Are Chamber of C ommerce 10'x20' (seasonal)	Waived by Board	\$ 100.00	\$ 40.00	\$ 140.00
Sprague's Lobster (2 year round spaces 30' x34' @ \$1,100 each, 1 seasonal 10'x20 @ \$800 (seasonal)	\$ 2,600.00		\$ 40.00	\$ 2,640.00
Two Bridges Industries 10' x 20' (seasonal)	\$ 800.00	\$ 100.00	\$ 40.00	\$ 940.00
Forgotten Recipes, Ron Leeman 10'x20' (seasonal)	\$ 800.00	\$ 100.00	\$ 40.00	\$ 940.00
Doublet Design, Mali Wronzinski/Jordan Gehman 10'x20' (seasonal)	\$ 800.00	\$ 100.00	\$ 40.00	\$ 940.00
The Potter's Shed, Todd Jubinville 10'x20 (seasonal)	\$ 800.00		\$ 40.00	\$ 840.00
Maine Kayak, Alvah Maloney 10'X20' (annual)	\$ 1,000.00	\$ 100.00	\$ 40.00	\$ 1,140.00
	\$ 7,600.00	\$ 600.00	\$ 280.00	\$ 8,480.00

3/13/2019

1 SELECTMEN REPORT
Department(s): 100 - 514
February

10a

Account	Budget Net	YTD Net	Unexpended Balance	Percent Spent
100 - ADMINISTRATION	197,868.00	138,064.11	59,803.89	69.78
101 - AIRPORT	84,447.00	50,339.12	34,107.88	59.61
102 - ANIMAL CONTROL	11,487.00	8,789.04	2,697.96	76.51
103 - ASSESSING	6,654.00	4,089.52	2,564.48	61.46
104 - BOARDS & COMMITTEES	2,843.00	1,402.97	1,440.03	49.35
105 - CELEBRATION	12,000.00	10,785.54	1,214.46	89.88
106 - TOWN CLERK	88,215.00	60,498.92	27,716.08	68.58
107 - CODE ENFORCEMENT	49,507.00	21,077.83	28,429.17	42.58
108 - COMMUNITY ORGANIZATIONS	62,265.00	33,640.00	28,625.00	54.03
109 - CONTINGENCY	20,000.00	0.00	20,000.00	0.00
110 - CONTRACTUAL SERVICES	160,300.00	56,508.69	103,791.31	35.25
111 - COUNTY TAX	611,353.83	611,353.83	0.00	100.00
112 - DEBT SERVICE	243,234.00	172,975.86	70,258.14	71.12
113 - ELECTIONS	18,046.00	5,426.51	12,619.49	30.07
114 - EMS/AMBULANCE	553,227.00	339,557.88	213,669.12	61.38
115 - FIRE DEPARTMENT	148,242.00	78,425.46	69,816.54	52.90
116 - FINANCE DEPARTMENT	218,590.00	137,712.76	80,877.24	63.00
117 - GENERAL ASSISTANCE	25,071.00	10,844.80	14,226.20	43.26
118 - MUNICIPAL BUILDING	72,342.00	40,274.94	32,067.06	55.67
119 - MUNICIPAL INSURANCE	46,329.00	35,078.79	11,250.21	75.72
120 - OVERLAY/ABATEMENTS	19,854.28	13,765.87	6,088.41	69.33
121 - PARKS & RECREATION	815,669.00	542,023.53	273,645.47	66.45
123 - POLICE DEPARTMENT	423,858.00	247,809.03	176,048.97	58.47
124 - POLICE SCHOOL RESOURCE OFFICER	40,341.00	14,655.57	25,685.43	36.33
125 - PUBLIC UTILITIES	277,475.00	162,560.79	114,914.21	58.59
126 - PUBLIC WORKS	665,546.00	432,887.87	232,658.13	65.04
127 - SELECTMEN	27,247.00	15,908.25	11,338.75	58.39
128 - SCHOOL TOWN APPROPRIATION	6,040,949.26	4,031,466.16	2,009,483.10	66.74
129 - SENIOR CENTER	11,482.00	7,716.35	3,765.65	67.20
130 - SHELLFISH CONSERVATION	6,075.00	2,466.23	3,608.77	40.60
131 - TIF-TAX INCREMENT FINANCE	231,643.18	231,643.18	0.00	100.00
132 - TRANSFER STATION	590,697.00	369,266.63	221,430.37	62.51
133 - WATERFRONT & HARBORS	44,777.00	21,897.78	22,879.22	48.90
200 - RETIREE HEALTH INSURANCE	44,613.00	35,301.89	9,311.11	79.13
301 - CAPITAL	903,309.25	903,309.25	0.00	100.00
313 - COMMERCIAL PIER DEBT	40,467.92	26,975.36	13,492.56	66.66
314 - BACKHOE DEBT	50,627.23	16,677.63	33,949.60	32.94
315 - ROAD & SIDEWALK CONSTRUCTION	426,424.39	426,424.39	0.00	100.00
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

66.67%
of Fiscal year

OVER

1 SELECTMEN REPORT

Department(s): 100 - 514
February

10a

Account	Budget Net	YTD Net	Unexpended Balance	Percent Spent
323 - REPEATERS CONT'D				
323 - REPEATERS	8,019.00	0.00	8,019.00	0.00
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	39,349.98	2,650.02	93.69
329 - PUBLIC WORKS PLOW TRUCK	175,000.00	175,000.00	0.00	100.00
330 - PD VIDEO EQUIP & FIREARMS	9,000.00	9,000.00	0.00	100.00
331 - TRANSFER STATION TRAILER	0.00	66,736.00	-66,736.00	----
332 - FORK LIFT	0.00	23,151.00	-23,151.00	----
400 - WASTEWATER	713,407.00	354,537.78	358,869.22	49.70
401 - IMPACT FEES	128,056.75	55,339.89	72,716.86	43.22
514 - CEMETERY OPERATIONS	97,923.00	36,430.38	61,492.62	37.20
Final Totals	14,622,324.17	10,106,144.35	4,516,179.82	69.11

HM Payson Monthly Statement of Wiscasset Accounts

<i>Account Name</i>	Market Value as of 12/31/2018	Market Value as of 01/31/2019	Market Value as of 02/28/2019
Montsweag Dam Reserve Fund	\$ 144,629.85	\$ 150,934.10	\$ 153,780.86
Cemetery Trust Fund	\$ 1,816,907.89	\$ 1,896,104.75	\$ 1,931,867.10
General John French Scholarship	\$ 55,412.53	\$ 57,827.90	\$ 58,918.59
Jackson Cemetery Fund	\$ 26,859.22	\$ 28,029.98	\$ 28,558.66
Larabee Band Fund	\$ 650,039.56	\$ 678,374.02	\$ 691,168.80
Haggett Scholarship Fund	\$ 12,309.44	\$ 12,845.99	\$ 13,088.28
Mary Bailey Fund	\$ 395,904.83	\$ 413,164.99	\$ 420,957.67
Seth Wingren Fund	\$ 24,877.71	\$ 25,962.10	\$ 26,451.77
Wiscasset Community Center Endowment Fund	\$ 2,818.51	\$ 2,941.37	\$ 2,996.84
Cooper-DiPerri Scholarship Fund	\$ 25,511.94	\$ 26,623.97	\$ 27,126.12
Recreation Scholarship	\$ 728.32	\$ 760.07	\$ 774.40
Town of Wiscasset Edowment Fund Total	\$ 3,155,999.80	\$ 3,293,569.24	\$ 3,355,689.09
Town of Wiscasset Capital Reserve	\$ 816,715.95	\$ 852,426.52	\$ 868,351.73
Town of Wiscasset Construction Reserve	\$ 2,513,295.10	\$ 2,623,187.90	\$ 2,672,194.85
Town of Wiscasset Equipment Reserve	\$ 3,891,979.57	\$ 4,062,154.78	\$ 4,138,044.81
Town of Wiscasset Furnace Replacement Reserve	\$ 323,416.43	\$ 337,557.68	\$ 343,864.00
Town of Wiscasset Major Repairs Reserve	\$ 435,667.80	\$ 454,717.20	\$ 463,212.32
Town of Wiscasset Recreation Building Reserve	\$ 1,704,162.48	\$ 1,778,676.28	\$ 1,811,905.89
Town of Wiscasset Retirement Health Insurance Reserve	\$ 298,278.14	\$ 311,320.23	\$ 317,136.38
Town of Wiscasset Roof Repair Reserve	\$ 296,989.30	\$ 309,975.03	\$ 315,766.05
Town of Wiscasset Sale of Cemetery Lots Reserve	\$ 88,483.66	\$ 92,352.57	\$ 94,077.92
Town of Wiscasset Highway Department Capital Reserve	\$ 2,090.66	\$ 2,182.08	\$ 2,222.84
Town of Wiscasset Fire Department Vehicle Capital Reserve	\$ 2,787.57	\$ 2,909.45	\$ 2,963.81
Town of Wiscasset Reserve Funds Total	\$ 10,373,866.66	\$ 10,827,459.72	\$ 11,029,740.60

00002177

Municipal Quitclaim Deed without Covenants

KNOW ALL PERSONS BY THESE PRESENTS THAT the Inhabitants of the Municipality of WISCASSET a body, corporate and politic located in LINCOLN County, State of Maine, for consideration paid on , release to IOSLYN, GARY & DEBBIE of 1051 GARDINER ROAD, LOT #29 WISCASSET, ME 04578 a certain parcel of land with buildings thereon, if any, located in the Municipality of WISCASSET, LINCOLN, County, State of Maine, identified as follows:

Map R04-010-A29 on the Tax Maps of the Municipality of WISCASSET, prepared by John E. O'Donnell & Associates and dated April 1, 2017 on file in the Office of the Assessors at 51 Bath Road, Wiscasset, Maine. The Municipality of WISCASSET has acquired its interest in said parcel of land through automatic foreclosure of property tax lien(s) recorded in the Lincoln County Registry of Deeds as follows:

DATE	Book and page number
<u>July 27, 2016</u>	<u>5033/190</u>
<u>August 11, 2017</u>	<u>5167/190</u>
<u>SEPTEMBER 20, 2018</u>	<u>5306/229</u>

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

Witness our hands and seals this 19th of March, 2019 Board of Selectmen, Wiscasset, Maine

Judith R. Colby, Chair

Benjamin L. Rines, Jr.

Robert L. Blagden

Katharine G. Martin-Savage

Kimberly H. Andersson

STATE OF MAINE
COUNTY OF LINCOLN, ss

19th of March, 2019

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

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

Town of Wiscasset, Maine
Watercraft Storage Rack Rental Policy

Draft

100

PURPOSE

The purpose of this policy is to govern the rental and use of an outdoor storage rack for watercraft, including kayaks, canoes and paddle boards.

GENERAL TERMS OF USE

Eligible watercraft: Each rack slot is designed to support watercraft not exceeding 80 pounds, 18 feet in length, 36 inches in width and 20 inches in height.

Rental season: The rental season begins April 1 and ends on November 1.

Cost: The annual cost of one rental rack space is \$30 for Town residents; \$100 per space for non-residents subject to the limitations described below.

Limitations: Rentals are limited to two per household in advance of the rental season. If space is available after April 1, Town residents may request additional rental spaces. If space is available after April 15, non-residents may rent at an annual cost of \$100 per space.

Seasonal Permit: The permit issued by the Town to store watercraft is for one rental seasonal. No permit holder is guaranteed a renewal for subsequent seasons.

APPLICATION PROCESS

An Application form is available on the Town website or by contacting the Town Office. Applications will be accepted by mail or in person on a first come, first served basis beginning January 1 of each year.

- Only complete applications will be processed.
- An application and rental payment is required before watercraft can be stored.
- Potential renters will be put on a waiting list if a space is not currently available.
- Rentals are approved only after a rental agreement is signed, payment received, and a registration decal issued.
- Renters will be assigned a storage space by the Town Manager or his or her designee.

RENTAL POLICY

Renter must agree to the following:

1. Registration decal must be attached by the renter to the port side of the watercraft prior to placement in the assigned space.
2. Watercraft must be stored in the assigned space. Failure to do so may result in removal.
3. Watercraft must be reasonably secured in its assigned rack space so as not to pose any danger to others. Renter must provide locking mechanism.
4. Storage racks are for the registered watercraft only. No other personal property (e.g., paddles, floatation devices or other watercraft) may be stored.
5. There will be no alteration of storage rack or fixture without permission of the Town Manager or designee.
6. Watercraft left on the storage rack after November 1 will be removed and reclaimed at the renter's expense.
7. Watercraft storage rack rental is at renter's own risk. The Town of Wiscasset accepts no responsibility for loss of or damage to the watercraft or any other personal property.

8. Failure to comply with these terms will result in termination of this agreement with no refund of rental fee.
9. Watercraft found not in compliance with these rules will be removed at the owner's expense without prior notice.

POLICY ADMINISTRATION

This Policy shall be administered by the Town Manager or his or her designee and may be modified or amended by the Town of Wiscasset Select Board without public hearing.

First adopted by the Wiscasset Select Board on _____ 2019.

Select Board

Town of Wiscasset, Maine

Judith R. Colby, Chair

Benjamin L. Rines, Jr., Vice-Chair

Witness to all:

John O'Connell

Town Manager

Robert Blagden

Katharine Martin-Savage

Kimberly Andersson

Application **Watercraft Rack**

Storage Rental

Town of Wiscasset

Please Print

Owners Name: _____

Residential Address: _____

Mailing Address: _____

Telephone: (home) _____ (mobile) _____

Email: _____

Description of Watercraft:

Type: Canoe Kayak Paddle Board

Watercraft weight: _____ pounds Color(s): _____

Watercraft dimensions (in inches): Length _____ Width _____ Height _____

Terms of Agreement

1. Registration decal must be attached by the renter to the port side of the watercraft prior to placement in the assigned space.
2. Watercraft must be stored in the assigned space. Failure to do so may result in removal.
3. Watercraft must be reasonably secured in its assigned rack space so as not to pose any danger to others. Renter must provide locking mechanism.
4. Storage racks are for the registered watercraft only. No other personal property (e.g., paddles, floatation devices or other watercraft) may be stored.
5. There will be no alteration of storage rack or fixture without permission of the Town.
6. Watercraft left on the rack after November 1 will be removed and reclaimed at the renter's expense.
7. Watercraft storage rack rental is at renter's own risk. The Town of Wiscasset accepts no responsibility for loss of or damage to the watercraft.
8. Failure to comply with these terms will result in termination of this agreement with no refund of rental fee.
9. Watercraft found not in compliance with these rules will be removed at the owner's expense without prior notice.

I agree to abide by the rules and registration stated above and I hold myself solely responsible for any mishap/injury or damage to the registered watercraft.

Signature _____ Date: _____

For Office Use Only

Decal Number: _____ Assigned Rack Space: _____







Trailex SUT-WR4 Wall Rack for 4 Canoes or Kayak



15 days delivery

SUT-4WR DIMENSIONS

Height = 77"

Vertical Spacing is 22" (adjustable)

Depth = 40 "

Width = Adjustable

Arms are 36"

Weight Capacity is 150 lbs per Bay - Total is 600 lbs

[CLICK HERE](#) to view dimensional drawings

10d

On March 10, 1958, Article 71 of the Town Warrant read as follows;

“To see if the Town will vote to accept as a gift from Daniel Sortwell, Marion Warland and Clara Marean a certain plot or parcel of land.” (This land as we know it is the Sunken Garden).
“Said gift to be on the conditions that said property shall be used as a public garden or park, that no buildings will be built on the said premises and that said appearance be as they are now. Provided further that if the town fails to live up to any conditions of the deed, the property shall revert to the heirs of the donors and grantors.”

The Town voted to accept this gift as described in the Warrant in March 1958.

The Sortwell, et als to the inhabitants of Wiscasset Quit Claim deed (Lincoln County Registry of Deeds, Book 568, pages 441-443), describes the land and conditions as stated from the March 1958 Town Warrant.

The Town abided to the deed conditions from 1958 till 1990 when, in the year ending 12-31-1990 Town of Wiscasset annual report, in the Appearance of the Town report was mention made of a request to build a storage shed in the Sunken Garden. Also, in that same annual report, Article 10d was for the Town Common and Sunken Garden to raise or appropriate \$6,500. This appropriation was passed by the voters.

In the year ending December 31, 1991, Town of Wiscasset annual Town Report, \$5,282 of the \$6,500 appropriated was spent for the Town Common and Sunken Garden. Also, in that Town Report, in the Appearance of the Town Report was the statement that the new storage shed, asked for the previous year was built and located on the Sunken Garden property. I assume that some, if not all of the money was for the building at the Sunken Garden.

In the year ending 1991 Town Report under building permits there is not mention of a storage shed for the Sunken Garden. I do not know if the Town is required to get a building permit or not.

Another point is that in reviewing the 1990 and 1991 Selectmen’s meeting minutes, no note of the proposed and subsequently built storage shed in the Sunken Garden was found.

In conclusion, in my opinion, the Town failed to live up to the conditions of the gift of the land (Sunken Garden) voted and passed in March 1958 and of the quit claim deed also in 1958, which clearly stated that no building shall be built on the land or the land would revert back to the heirs of the donors and grantors.

Since the current building located in the Sunken Garden is against the conditions of the 1958 Town vote and quit claim deed, it needs to be removed or the land as per the deed reverts back to the heirs of the donors and grantors.

Steve Christensen
March. 12, 2019

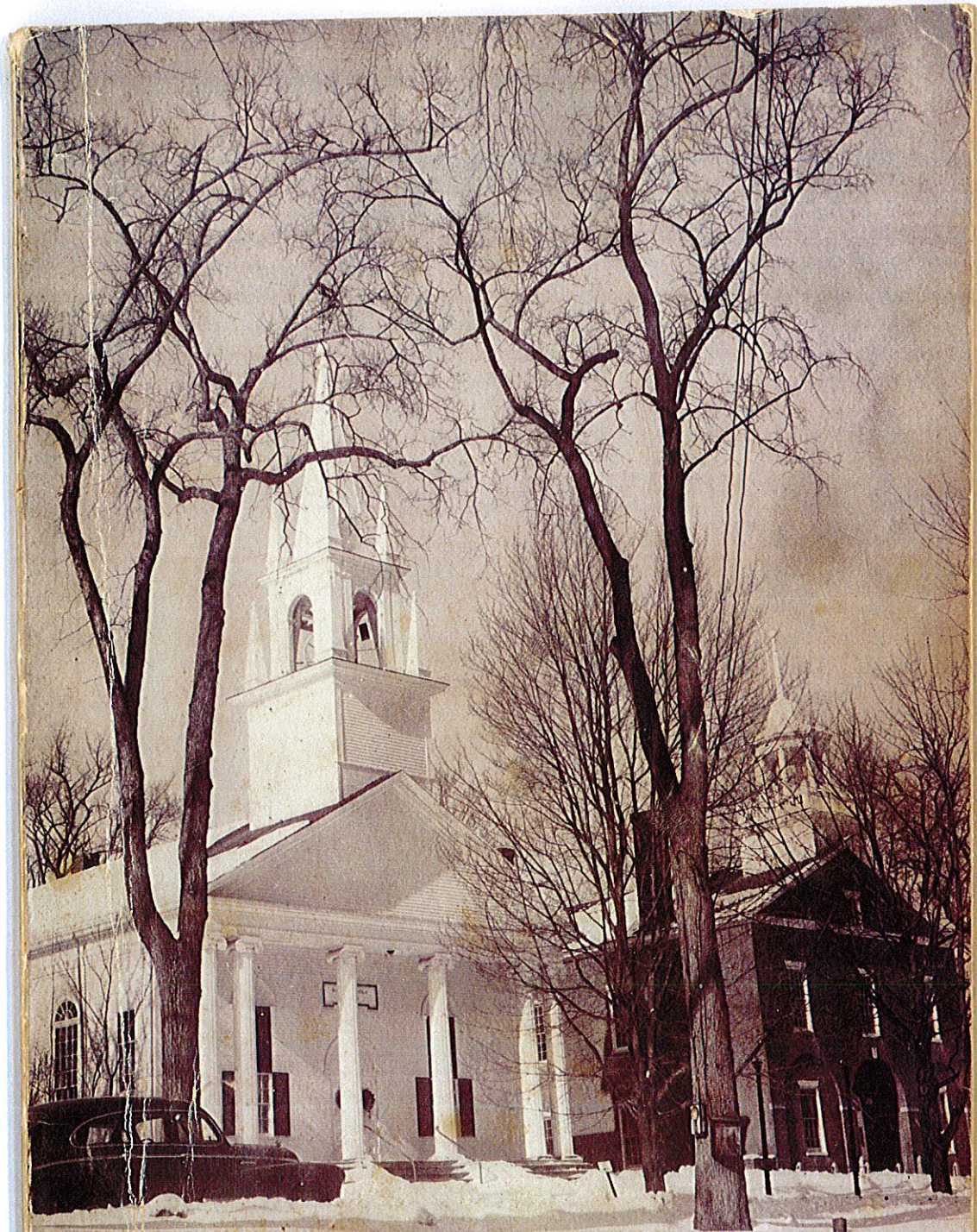
TABLE OF CONTENTS & SOURCE

	Page(s)
* Annual Report - Town of Wiscasset, for year ending January 31, 1958	1,2,3
* 1958 Town Meeting Records - From Helen C. Erskine - Town Clerk, Wiscasset	4
* Sortwell, et als to Inhabitants of Wiscasset - Quit Claim Deed, May - June 1958, Book 568, Pages 441-443, Lincoln County Registry of Deeds	5,6,7
* Annual Report - Town of Wiscasset, for year ending Dec. 31, 1990	8,9
* Appearance of the Town Report - From Town of Wiscasset Annual Report, Year ending Dec. 31, 1990	10
* Article 10d Town Common & Sunken Garden Appropriation Question - From Town Report, year ending Dec. 31, 1990	11
* Annual Report - Town of Wiscasset, Year ending Dec. 31, 1991	12,13
* Town Common & Sunken Garden Appropriation and Expenditures - For year ending Dec. 31, 1991, From Wiscasset Town Report, Year ending Dec. 31, 1991	14
* Appearance of the Town Report - From Town of Wiscasset Annual Report Year ending Dec. 31, 1991	15
* Building Permits Issued 1991 - From Wiscasset Town Report, Year ending Dec. 31, 1991	16,17,18,19
* February 2019 Photos of Building in Sunken Garden	20,21

The
Sunken Garden

OPEN TO THE PUBLIC

GIFT FROM THE SORTWELL FAMILY 1958



ANNUAL REPORT
WISCASSET, MAINE

For the Year Ending January 31, 1958

TOWN WARRANT

STATE OF MAINE

To ALTON ERSKINE, Constable of the Town of Wiscasset, in the County of Lincoln,

Greetings:

In the name of the State of Maine, you are hereby required to notify and warn the inhabitants of the Town of Wiscasset, in the said County, qualified by law to vote in town affairs, to meet at the Engine House on Lincoln Street in said Town on Monday, the 10th day of March A. D. 1958 at 10 o'clock in the forenoon then and there to act upon the following articles, namely:

Art. 1. To choose a moderator to preside at said meeting.

Art. 2. To elect by secret ballot: First Selectman, Assessor and Overseer of the Poor, a Second Selectman, Assessor and Overseer of the Poor, a Third Selectman, Assessor and Overseer of the Poor, Town Clerk, Town Treasurer, Tax Collector, Excise Tax Collector, two Constables, Road Commissioner, a Member of the Superintending School Committee and three members of the Budget Committee. All officers shall serve for one year, except the member of the School Committee and the members of the Budget Committee shall be elected to serve for three years.

The polls to open when announced by the Moderator after his election and qualification and to close at 7 o'clock P.M. After counting the ballots, adjournment will be in order until Tuesday evening, March 11th at 7:30 o'clock at which time the meeting will be continued at Memorial Gymnasium on Federal Street and the following articles will be acted upon.

Art. 3. To act on the report of the Selectmen, Assessors and Overseers of the Poor, Treasurer, Collector, Superintendent of Schools, Road Commissioner, Clerk and other Town Officers.

Art. 4. To see what action the Town will take toward fixing the compensation for collection of Excise Tax on motor vehicles.

Art. 67. To see if the town will vote to raise and appropriate a sum for Street Signs. The sum raised to be used for as many signs as possible starting on Main Street.
Recommended \$500.00

Art. 68. To see if the town will vote to raise and appropriate a sum of money to paint and repair the Red Brick School Building so that it may be used by a group of members of Lincoln County Cultural and Historical Association as an art gallery.
Recommended \$1,000.00

Art. 69. To see if the town will authorize the Selectmen to appoint a three-man committee to explore the advisability of a study of the School System by a business firm of professional specialists.
This article requested by the Budget Committee

Art. 70. To see if the town will authorize the Selectmen to sell the part of the John Sutter place, consisting of the buildings and fifteen acres of land, more or less, which has been declared surplus by the Aeronautical Board.

Art. 71. To see if the town will vote to accept as a gift from Daniel R. Sortwell, Marion S. Warland, and Clara S. Marean, a certain lot or parcel of land, situated on Main Street in Wiscasset, Maine and bounded and described as follows:

South by Main Street; Westerly by land of James Knight, Jr.; Northerly by land of Kate Perkins; and Easterly by Fort Hill Street, said gift to be on the conditions that said property shall be used as a public garden or park, that no buildings will be built on said premises and that said appearances be as they are now. Provided further that if the town fails to live up to any of the said conditions of the deed, the property shall revert to the heirs of the donors and grantors.

Art. 72. To transact any other business that may properly come before said meeting.

And you are directed to serve this Warrant by posting copy thereof, attested by you, in a public and conspicuous place in said Town, seven days at least before the time of holding said meeting.

1958 TOWN RECORDS

a parcel of land adjoining the Greenlawn Cemetery to be an extension of said Cemetery.

- Art. 62 Voted to reappoint the members of the present school committee for the purpose of planning for any future construction which may be necessary. Members consist of three members of School Committee, Moderator of Town and Board of Selectmen.
- Art. 63 Voted to accept from the Estate of Frances Sortwell of \$500.00 to be held in trust for the care and upkeep of the Frances Sortwell lot in Woodlawn Cemetery.
- Art. 64 Voted to accept the sum of \$300.00 from the Estate of Taylor to be held in trust for the care and upkeep of the Taylor lot in Greenlawn Cemetery as far as income will permit.
- Art. 65 Voted to accept the sum of \$300.00 from the Estate of White to be held in trust for the care and upkeep of the White family private cemetery in Birch Point, as far as income will permit.
- Art. 66 Voted to accept the sum of \$300.00 from the Estate of Hobson to be held in trust for the care and upkeep of the Hobson lot in Woodlawn Cemetery as far as income will permit.
- Art. 67 Voted to raise and appropriate \$500.00 for Street Signs. The sum raised to be used for as many signs as possible starting on Main Street.
- Art. 68 Voted to raise and appropriate \$1,000.00 to paint the Red Brick School Building so that it may be used as a group of members of Lincoln County Cultural and Historical Association as an art gallery.
- Art. 69 Voted to authorize the Selectmen to appoint a three member committee to explore the advisability of a study of the School System by a business firm of professional accountants.
- Art. 70 Voted to authorize the Selectmen to sell the part of the John Sutter place, consisting of the buildings and 10 acres of land, more or less, which has been declared surplus by the Aeronautical Board.
- Art. 71 Voted to accept as a gift from Daniel R. Sortwell, Warland, and Clara S. Marean, a certain lot or parcel of land, situated on Main Street in Wiscasset, Maine and described in the Warrant for this Town Meeting.
- Art. 72 Voted to adjourn

Appropriations - \$200,669.00

\$8,000.00 to be taken from Excise
15,000.00 to be taken from surplus

A true record,

Attest:

Helen C. Erskine

in Lincoln County Registry, Book 490, Page 269, do hereby acknowledge that I have received full payment and satisfaction of the same and of the debt thereby secured, and in consideration thereof do hereby cancel and discharge said mortgage, and release unto the said Francis A. McEntee and Eva M. McEntee, their heirs and assigns forever the premises therein described.

IN WITNESS WHEREOF, I, the said M. Walton Hendry, have hereunto set my hand and seal this 7th day of March in the year of our Lord one thousand nine hundred and sixty-one.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

William F. Pattison Jr.

M. Walton Hendry SEAL

STATE OF MARYLAND Montgomery, ss.

March 7, 1961.

Personally appeared the above named M. Walton Hendry and acknowledged the foregoing instrument to be his free act and deed.

NOTARIAL SEAL

Before me,

Martha A. Pattison Notary Public

My commission expires: May 1, 1961

Received MARCH 10, 1961 at 10 H. 30 M., A.M., and recorded from the original.

ATTEST: Eva D. Little REGISTER

K N O W A L L M E N B Y T H E S E P R E S E N T S

That We, DANIEL R. SORTWELL and MARION S. WARLAND, both of Wiscasset, State of Maine, and CLARA S. MAREAN of Cambridge, Commonwealth of Massachusetts, as life tenants under the will of Frances A. Sortwell, late of said Wiscasset, deceased, and GERTRUDE MAREAN ELLIS of Brookline, Commonwealth of Massachusetts, PARKER E. MAREAN, JR. of Auburn, State of Maine, and LOIS MAREAN LYMAN of West Andover, Commonwealth of Massachusetts, (being all the issue of said Clara S. Marean); JOAN WARLAND LESLIE of Brunswick, State of Maine (being the only issue of said Marion S. Warland); ELIZABETH SORTWELL ROSS of Wiscasset, State of Maine, VIRGINIA S. BRUN of Wiscasset, State of Maine, and DANIEL R. SORTWELL, JR. of Sherborn, Commonwealth of Massachusetts (being all the issue of said Daniel R. Sortwell) as remaindermen under the will of said Frances A. Sortwell, late of said Wiscasset, deceased, in consideration of the sum of One Dollar and other valuable consideration paid by the TOWN OF WISCASSET a municipal corporation in the County of Lincoln, State of Maine, the receipt whereof we do hereby acknowledge, do hereby remise, release, bargain, sell, convey, and forever QUITCLAIM unto the said TOWN OF WISCASSET

A certain lot or parcel of land situated on Main Street in Wiscasset, County of Lincoln, State of Maine, bounded and described as follows: South by Main Street; Westerly by land of James Knight, Jr.; Northerly by land of Kate Perkins; and Easterly by Fort Hill Street; subject to the conditions that said property shall be used as a public garden or park; that no buildings shall be erected on said premises; and that said appearances be as they are now; provided further that if the Town of Wiscasset fails to live up to any of said conditions of this deed, the property shall revert to the heirs of the grantors.

TO HAVE AND TO HOLD the aforegranted and bargained premises with all the

Sortwell, et als to Wiscasset, Inhab. of Quit Claim

NOTARIAL SEAL
 State of Mass.
 County of Norfolk ,,
 Before me, Margie D. Dowling
 Notary Public
 May 27 1958
 Personally appeared Gertrude Marean Ellis and Harwood Ellis, and acknowledged the foregoing instrument to be their free act and deed.

NOTARIAL SEAL
 State of Maine, County of Androscoggin ,,
 Before me, Charles S Shufro
 Notary Public
 June 9, 1958
 Personally appeared Parker E. Marean, Jr. and Elizabeth J. Marean, and acknowledged the foregoing instrument to be their free act and deed.

NOTARIAL SEAL
 State of Mass.
 County of Essex ..
 Before me, Jackson C Keene
 Notary Public
 May 29, 1958
 Personally appeared Lois Marean Lyman and Richard Lyman, and acknowledged the foregoing instrument to be their free act and deed.

NOTARIAL SEAL
 State of Maine, County of Cumberland.,
 Before me, Edward D Johnston
 Notary Public
 June 16 1958
 Personally appeared Joan Warland Leslie and John Leslie, and acknowledged the foregoing instrument to be their free act and deed.

NOTARIAL SEAL
 My Commission Expires February 19, 1960
 State of Maine
 County of Lincoln ..
 Before me, Herbert E. Mehlhorn
 Notary Public
 June 13 1958
 Personally appeared Elizabeth Sortwell Ross and James Ross, and acknowledged the foregoing instrument to be their free act and deed.

NOTARIAL SEAL
 State of Maine
 County of Lincoln ..
 Before me, Walter B. Pushard
 Notary Public
 June 13 1958
 Personally appeared Virginia S. Brun and Alexander Brun, and acknowledged the foregoing instrument to be their free act and deed.

NOTARIAL SEAL
 State of Massachusetts
 County of Middlesex ..
 Before me, Walter B. Pushard
 Notary Public
 May 24 1958
 Personally appeared Daniel R. Sortwell, Jr. and Nancy B. Sortwell, and acknowledged the foregoing instrument to be their free act and deed.

My commission expires May 15, 1965.
 Received MARCH 10, 1961 at 10 H. 30 M., A.M., and recorded from the original.

ATTEST: Edna N. Toland REGISTER

 Waldoboro, Maine 3/9/61
 The within mortgage recorded in Book 491, Page 263, in Lincoln County Registry of Deeds, is hereby canceled and discharged in full. In witness whereof I hereunto affix the name and seal of the Waldoboro Savings and Loan Association.
 Waldoboro Savings and Loan Association
 By William H Brooks Jr.
 Secretary-Treasurer CORP. SEAL

Ass'n.
 to
 Sproul,
 (Howard W.)
 Disch. of
 Mortgage
 See Book
 491
 Page 263

ANNUAL REPORT

TOWN OF

WISCASSET, MAINE



For The Year Ending December 31, 1990

- 8 -

TOWN OFFICERS 1990-1991

Board of Selectmen

LAWRENCE R. GORDON, JR., Chairman
GEORGE H. FLANDERS
BENJAMIN L. RINES, JR.

Excise Tax Collector

JOAN C. BARNES

Property Tax Collector

RICHELE L. PONTAU

Town Clerk

ANNE L. BEATTIE

Treasurer

JAMES H. GEORGE

Road Commissioner

ROY E. BARNES

Constable

MICHAEL J. REIDY, SR.

Police Department

MICHAEL J. REIDY, SR., Chief

Fire Department

WILLIAM COSSETTE, Deputy Chief

Town Engineer

DAVID B. KINNEY

Ambulance Service

GERTRUDE BLAGDON, Director

Harbor Master

WILLIAM SUTTER

Town Planner

DANIEL H. THOMPSON

Appearance of the Town

To the Selectmen and the Citizens of Wiscasset:

Last Spring, all the town shrubs, trees, and plantings were pruned, cultivated, fertilized, and mulched. Annuals were planted in the Sunken Garden, in the three triangles, alongside downtown plantings, at the waterfront, and in beds and planters at the Municipal Building. One Crabapple tree was planted on the roadside of the Lilac Cottage triangle.

We were pleased to have a small, private wedding performed in the sunken garden in July.

We thank the Fire Dept. for the use of the fire truck for watering the flowers and plantings during the summer months. Thanks also to the Highway Department, who helped in maintenance of the town common and other areas and for staining the new waste receptacles. Special thanks to Michelle Rankin, Brian Thompson, Beth Cossette, and Steven DeLong for their help in caring for the flowers and plants in the Sunken Garden and other beds throughout town.

Last Fall, members of the committee checked and repaired the many strings of lights, which are used each year for the trees and shrubs decorated for the holiday season.

For the fifth year, many home-owners and businesses along the lighted area, responded in a grand way, to our written request, that they join us, in their own decorations, to harmonize with the town's lighted trees. Thank you for your support!

Our annual 'Tree Lighting' ceremony was held on December 8, 1990. A record crowd joined in the festivities. Many people contribute their help and time for this event. We thank the Congregational Church for the use of the Parish Hall and Clint Bardo, who arranged for Christmas carols to be played on the beautiful church chimes, while people gathered on the town common. Thanks to Brad Foster, who donated the white paper bags for the luminaries, used along the walk-way. Our thanks to the Recreation Department, for providing the refreshments and to the Wiscasset High School home economic's class for baking and decorating dozens of gingerbread cookies. Many thanks to John Mornneau and the high school band, who began the evening with a selection of Christmas music.

Following the tree lighting ceremony, the choruses went caroling along the town streets. Thanks to Harry Green and C.M.P. for help in decorating the top of the tall spruce tree on the town common. Our contractor for installing the holiday display was David Jewell. This was his second year at this endeavor. He was very responsible and pleasant to work with. Thank you, David.

We are asking for your support in building a storage shed for the tools, hoses, and many garden necessities, used for our committee's responsibilities. We would like to have it in the far corner of the Sunken Garden lot. It would be of tremendous help for all who work in the garden and elsewhere. Up until now, we have been using a very small area in the rear of the Fire Society barn, for which we have been grateful. We are in the process of obtaining a design for the storage shed.

Another project, which will need your support, is for the repair of the North wall in the Sunken Garden. That wall is collapsing and needs to be straightened and strengthened. The East wall was repaired years ago. These two money items will be included in the Sunken Garden appropriation, for your approval.

We appreciate the support of the Selectmen concerning all of our projects and concerns for the town. We also appreciate the support of the residents of Wiscasset. We encourage your suggestions and comments and welcome your involvement.

Respectfully submitted,

Norma Gordon, Chairman
 Marton Lowndes
 Barbara Haggert
 JoAnn Reidy
 Benjamin Kirkland
 Joanna Bardo

From Year ending 1990
TOWN REPORT

Selectmen recommend 82,000.00
Budget Committee recommends 82,000.00

f. Ambulance Service

Selectmen recommend 78,100.00
Budget Committee recommends 78,100.00

Article 9. To see what sum if any the town will vote to raise or appropriate for Health and Sanitation purposes:

PASSED

a. Sewage Treatment Plant

Selectmen recommend 113,100.00
Budget Committee recommends 113,100.00

b. Landfill & Transfer Station Operations

Selectmen recommend 100,000.00
Budget Committee recommends 100,000.00

Article 10. To see what sum of money the town will vote to raise or appropriate for the following Highway accounts:

PASSED

a. Highways

Selectmen recommend 130,000.00
Budget Committee recommends 130,000.00

b. Village Streets

Selectmen recommend 55,000.00
Budget Committee recommends 55,000.00

c. Repairs to Town Equipment

Selectmen recommend 45,000.00
Budget Committee recommends 45,000.00

d. Town Common & Sunken Garden

Selectmen recommend 6,500.00
Budget Committee recommends 6,500.00

e. Paving

Selectmen recommend 60,000.00
Budget Committee recommends 60,000.00

f. Snow Removal

Selectmen recommend 110,000.00
Budget Committee recommends 110,000.00

g. Town Garage

Selectmen recommend 69,600.00
Budget Committee recommends 69,600.00

h. Town Equipment

Selectmen recommend 50,700.00
Budget Committee recommends 50,700.00

Article 11. To see what sum, if any, the town will vote to raise or appropriate for Maintenance of the Scout Hall. PASSED

Selectmen recommend 2,000.00
Budget Committee recommends 2,000.00

Article 12. To see what sum, if any, the town will vote to raise or appropriate for Welfare. PASSED

Selectmen recommend 25,000.00
Budget Committee recommends 25,000.00

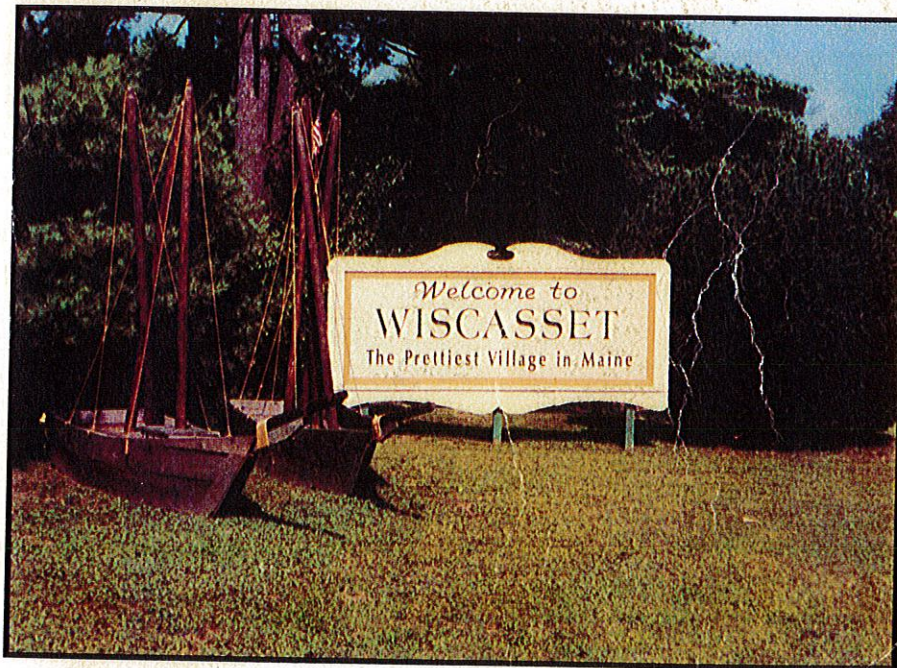
Article 13. To see what sum, if any, the town will vote to raise or appropriate for Cemeteries. PASSED

Selectmen recommend 33,000.00
Budget Committee recommends 33,000.00

Article 14. To see what sum, if any, the town will vote to raise or appropriate for a Cemetery Fence at Greenlawn Cemetery. PASSED

Selectmen recommend 12,000.00
Budget Committee recommends 12,000.00

ANNUAL REPORT
TOWN OF
WISCASSET, MAINE



For The Year Ending December 31, 1991

TOWN OFFICERS 1991-1992

Board of Selectmen

LAWRENCE R. GORDON, JR., Chairman

ROBERT L. BLAGDEN

BENJAMIN L. RINES, JR.

Excise Tax Collector

JOAN C. BARNES

Property Tax Collector

RICHELLE L. PONTAU

Town Clerk

ANNE L. BEATTIE

Treasurer

JAMES H. GEORGE

Road Commissioner

ROY E. BARNES

Constable

MICHAEL J. REIDY, SR.

Police Department

MICHAEL J. REIDY, SR., Chief

Fire Department

TIMOTHY MERRY

Town Engineer

DAVID B. KINNEY

Ambulance Service

GERTRUDE BLAGDON, Director

Harbor Master

WILLIAM SUTTER

Town Planner

DANIEL H. THOMPSON

Year ending 1991

TOWN TREES

Beginning Balance		11,049.08
Town Trees	2,000.00	
Contractors	2,800.00	
Balance to 1992	6,249.08	
	<u>11,049.08</u>	<u>11,049.08</u>

WOOLWICH-WISCASSET BRIDGE

Beginning Balance		6,902.20
Balance to 1992	6,902.20	
	<u>6,902.20</u>	<u>6,902.20</u>

TOWN COMMON & SUNKEN GARDEN

Appropriation		6,500.00
Supplies	1,185.53	
Contractors	4,096.50	
Balance to 1992	1,217.97	
	<u>6,500.00</u>	<u>6,500.00</u>

MAINTENANCE OF VILLAGE ST., HIWAY & SEWER

Beginning Balance		36,252.72
Balance to 1992	36,252.72	
	<u>36,252.72</u>	<u>36,252.72</u>

REPAIRS TO EQUIPMENT

Beginning Balance		7,248.45
Appropriation		45,000.00
Receipts		3,811.69
Repairs to Equipment	5,540.72	
Police Equipment	1,472.72	
Fire Equipment	16,022.71	
Ambulance Equipment	874.86	
Highway Equipment	28,017.65	
Misc. Repairs to Equipment	11,637.71	
From Excise		7,326.23
	<u>63,566.37</u>	<u>63,566.37</u>

Annual Report

Beginning Balance

Appropriation

 Payrolls

 Equipment

 Fees

 Salt

 Plowing

Balance to 1992

Beginning Balance

Appropriation

Road Construction

Balance to 1992

Appropriation

Receipts

 Furniture

 Payroll

 Administrati

 Supplies

 Equipment

BUILDING PERMITS 1991

1/7	Francis Soule	Route 1	Renovation
2/6	Eric Johnson	Birch Point Road	Addition
2/11	Phil Shepherd	Old Bath Road	Renovation
2/26	Schuyler Wentworth	Federal Street	Renovation & Deck
2/27	New England Telephone	Water Street	Oil Tank Alterations
3/13	Larry & Susan Zilli	Old Sheepscot Road	Alterations
3/18	Annie L. Main	Willow Lane	Garage
3/22	Sever Leslie	Dickenson Road	Alterations
3/28	Mary Seigars	Route 1	Storage Building
3/28	Diane Wheeler	Maplewood Trailer Pk	Mobile Home
3/28	Marc & Sue McKellar	Maplewood Trailer Pk	Mobile Home
3/30	Alden Brooks	Route 1	Storage Shed
4/2	Joe Gagnon	Route 1	Storage Shed
4/2	Nancy Appelton	Foye Road	Addition
4/6	Peter Fairfield	Route 1	Deck
4/13	D & N Enterprises	Route 27	Addition
4/16	Rene Nichole	Beechnut Hill Road	Garage
4/20	Byron Blake	Gibbs Road	Shop
4/20	C. Charles Ashton	Bradford Road	House
4/23	Al Daggett, Inc.	Route 1	4 tanks
4/23	M.W. Sewall Co.	Route 1	Canopy
4/24	Bob & Joan Bickford	Lee Street	Deck
4/24	Dale & Lisa Sukeforth	Route 27	Addition
4/24	Ronald French	Fowles Hill Road	House & Deck
4/27	Donald Kelley	Twin Oaks Road	House, addition & Garage
4/29	Ronald D. Howard	Federal Street	Addition & Garage
4/29	Debby S. Mackey	Dorr Road	Home
4/29	David Gagnon	Bradford Road	Storage Building
4/29	Key Bank	Main Street	Addition
4/29	Leo Gavin	Foye Road	Garage & Wood Shed
5/1	Ernest Rogers	Beechnut Hill Road	Deck
4/29	David Sargent	Indian Road	Deck
5/4	Ernest Grover, Jr.	Blagden Road	Mobile Home
5/6	Coastal Enterprises, Inc.	Water Street	Renovations
5/9	David & Cheryl Tims	Route 27	Deck
5/9	Ted Sanella	Old Sheepscot Road	Deck
5/9	Alden Properties	Route 1	Addition
5/16	Elizabeth Thornton	Pleasant Street	Mud Room
5/17	Clinton Jones	Mountain Road	Renewal Garage
5/17	Robert Fairfield	Route 27	Deck
5/21	David F. Brooks	Birch Point Road	Deck
5/22	Benjamin L. Rines, Jr.	Old Bath Road	Addition
5/22	Gardiner Savings Institution	Route 1	Canopy
5/23	Mary H. Rogers	Route 1	Storage Building
5/27	Archie Brewer	Fowles Hill Road	Home
5/30	Dennis Hill	Foye Road	Addition

5/31	Dan O'Connell	Dorr Road	Deck
6/4	Julia Haley	Rummerill Road	Remove old trailer
6/5	Bruce & Teresa Mullins	Lowelltown Road	Mobile Home
6/7	William Barnes	Gardiner Road	Storage Building
6/7	Stephen & Kimberly Hatt	Federal Street	Deck
6/7	Scott Chapman	Fowles Hill Road	Home
6/10	Olcott Gates	Federal Street	Storage Building
6/13	Mike Flaherty	West Alna Road	Deck
6/14	Matthew Gordon	Route 27	Deck
6/15	Frank G. Allen	Lowelltown Road	Deck, Pool
6/15	Randolph W. Johnson	West Alna Road	Home
6/18	Sally Doray	Dickenson Road	Garage
6/18	Gordon Huber	Route 1	Renovations
6/20	Bill Miller	Pinewood Drive	Addition
6/20	Chris Reed	Old Sheepscot Road	Shed
6/21	Carl & Joan Barnes	Bradford Road	Addition
6/25	Kenneth & Patricia Chubbuck	Whippoorwill Park	Mobile Home
6/28	Paul Gardner	Route 27	Storage Building
6/29	Randolph W. Johnson	West Alna Road	Deck
7/8	John Chapman	James Road	Home
7/8	Dion West	Hodge Street	Alterations
7/8	Stephen Jarrett	Bradford Road	Storage Building
7/10	Robert Nesbitt	Route 27	Wood Shed
7/11	Louanne Pinkham	Old Bath Road	Home
7/11	Tony Fiorino	Route 1	Filtration Building
7/11	Tony Fiorino	Route 1	Temporary Stand
7/11	Frederick Burgess	Old Bath Road	Home & Garage
7/15	Debby Markey	Dorr Road	Garage
7/15	Lois & David Kwantz	Middle Street	Pool
7/15	Elizabeth J. Lorusso	Brown Road	Deck
7/16	David & Pam Sargent	Indian Road	Addition
7/19	Steve & Jan Whitfield	Water Street	Deck
7/22	Robert Rines	Johnson Street	Storage Building]
7/23	Timothy Soule	Route 27	Deck
8/2	Milford E. Rice	Page Avenue	Garage
8/3	Jeffery R. Stinchfield	Beechnut Hill Road	Deck & Shed
8/3	Herald M. Smith	Gardiner Road	Porch
8/3	Gardner & Marylou Leighton	Willow Lane	Storage Shed
8/7	Milton A. Bryant	West Alna Road	Mobile Home
8/12	Coastal Enterprises, Inc.	Water Street	Renovations
8/13	Rod Bell	Route 1	Gazebo
8/13	Robert & Carol MacDonald	Old Ferry Road	Deck
8/14	David St Clair	West Alna Road	Storage Building
8/15	Anne L. Beattie	Middle Street	Addition
8/28	Malcome McConnell	Foye Road	Storage Building

9/3	Albert & Jacqueline Bailey	Old Dresden Road	Mobile Home
9/4	Priscilla A. Fogg	Route 27	Storage Building
9/6	Sherry Dunbar	Fowles Hill Road	Home
9/9	John Chapman	Lowelltown Road	Renovations & Carport
9/9	Albert Gray	Indian Road	Garage
9/9	Frank & Gail Collins	Route 27	Storage Shed
9/10	Gene Sukeforth	Route 27	Garage
9/10	Matthew W. Dorsey	Clarks Point Road	Home
9/11	Gary N. Fairfield	Foye Road	Mobile Home
9/13	Frank Allen	Lowelltown Road	Garage
9/14	James & Darlene Bell	Route 1	Deck
9/18	Michael Flaherty	West Alna Road	Storage Building
9/19	Carl & Joan Barnes	Bradford Road	Storage Building
9/21	William Rines	Fowles Hill Road	Garage
9/23	Robert Fairfield	Route 27	Garage
9/24	Richard Goodhue	Old Dresden Road	Addition
9/24	Eric Aldersley	Alna Road Route 218	Alterations
9/24	Sanford Flesher	Dorr Road	Addition
9/25	Douglas Hall	Federal Street	Addition
9/25	Robert Green	Route 1	Barn
9/25	Earl E. Gower	Shady Lane	Barn
9/25	Gus Pearson	Bradford Road	Addition
9/27	Irving Oil Corp.	Route 1	2 Fuel Tanks
9/30	Kenneth A. Wills	Route 27	Storage Building
10/1	Norman Legg	Bradford Road	Addition
10/1	Ray Soule	West Alna Road	Garage
10/4	Anna Savage	Ward Brook Road	Home & Garage
10/5	Gary Fairfield	Foye Road	Deck & Storage Building
10/8	David Cronk	Ready point Road	Home
10/8	Lynda Springer	Old Dresden Road	Mobile Home
10/8	Robert Spillane	Maple wood Pk	Relocation
10/11	Gregory S. Hayes	West Alna Road	Modular Home & Barn
10/12	Lee Warning	Rt. 218	2 Storage Buildings
10/14	Peter & Cindy Fairfield	Route 1	Mobile Home
10/15	Ronald & Angela Meserve	Maplewood Pk	Mobile Home
10/15	Scott J. Baldwin	Route 27	Storage Building
10/16	Charlie Brown	Route 27	Woodshed
10/19	Erwin Skillin	Route 1	Renewal 2 storage sheds
10/21	Glendon W. Tremblay	Route 1	Modular Home
10/21	David Gagnon	Bradford Road	Garage
10/23	Arron Chancellor	Lowelltown Road	Home
10/23	Dwane Goud	Route 27	Home
10/28	Paul Erskine	Gibbs Road	Addition
10/28	Robert McRae	Hale Pond Road	Mobile Home
10/31	Richard Morris	Route 1	Renovation
10/31	Chewonki Foundation	Chewonki Neck Road	Dormatory
11/05	James Genovese	Route 27	Relocation Mobile Home
11/05	Richard Brown	Route 27	Addition & Storage Build.

11/06 Ed Goud	Old Dresden Road	Boat House
11/09 James E. Perry	Route 1	Storage Building
11/12 Joe & Vonceal Grant	Birch Point Road	Modular Home & Storage Shed
11/12 Oscar Cronk	Route 27	Garage
11/12 Robert C. Fairfield, Sr.	Route 27	Modular Home
11/13 Scott Connors	Old Dresden Road	Home
11/19 Debra Andrews	Birch Point Road	Modular Home
11/21 Ernest Rogers	Beechnut Hill Road	Storage Shed
11/25 Mainé Yankee	Ferry Road	Renovations
11/25 Sterling Connors	Foye Road	Garage
11/30 Suzanne Griffith	Churchill Street	Storage Shed
12/06 Edward Simpson	Indian Road	Barn
12/07 Heather Pitcher	Route 1	Deck
12/12 Edwin Stockford, Sr.	Huntoon Hill Road	Storage Building
12/14 Ralph Duff	Bradford Road	Mobile Home
12/16 Forrest Morris, Jr.	Route 27	Storage Building
12/27 Gerald Sproul	Route 27	Mobile Home
12/27 Dion West	Brown Road	Home

Report of the Planning Board

* * *

The Planning Board is required, by Town Ordinances and State Laws, to review most proposals for:

- * the sale or lease of part of a tract of land ("Subdivision");
- * new commercial construction or the expansion of an existing commercial use ("Site Plan Review");
- * operation of a business from your home ("Customary Home Occupation");
- * the establishment of a business or office in the Residential District;
- * any change in the lot lines of an approved subdivision, even if no new lot is being created; and
- * any construction within the 250' Restricted Shoreland Zone.

During 1991 the Planning Board processed many Site Plan Review applications. Of these, 14 applications were evaluated and approved, 1 was evaluated and denied, and at the end of the year 1 was pending. (In comparison, the 1990 totals were 11 Site Plan Review applications approved, 2 pending.) It also processed several Subdivision applications. Of these, 2 were evaluated and approved, 2 were evaluated and denied, and at the end of the year 2 were pending. Also, in 2 cases the Planning Board approved the modification of lot lines in an previously approved subdivision. (In comparison, the 1990 totals were 3 Subdivision applications approved, 3 pending, and 2 cases of modification of lot lines.) The Board







Office of the Town Clerk

51 Bath Road
Wiscasset, ME 04578

Phone: (207) 882-8200
Fax: (207) 882-8228
E-mail: clerk@wiscasset.org

BUSINESS LICENSE APPLICATION

Every person, firm, corporation, LLC, professional association or partnership doing business within the Town of Wiscasset must complete this Application.

Name/Title of Business: Water Street Kitchen + Bar

New Business Existing Business years in operation Ownership/Location Change

Location of business: 15 Water Street Map/Lot U01-070

Preferred mailing address: P.O. Box 268 Wiscasset, ME 04578

Business phone number: 207-687-8076

Description of Business: restaurant and bar

Owner's name: Edward D. Colburn Owner's phone: 617-780-9567

Owner's home address: 838 Hendricks Hill Road Sunkhopt, ME 04576

*Emergency contact person: Ken Colburn

*Emergency phone numbers: home: X cell: 617-901-1941

*This information will be shared with 911 so you can be contacted in case of after hour emergencies.

NEW BUSINESSES ONLY COMPLETE BELOW INFORMATION

Have you seen the Code Enforcement Officer and Town Planner for approval? yes

Will you need a sign permit? yes

Will this business be a home occupation? no

This business will be a: Corporation or LLC yes Partnership no Sole proprietor no

Would you like a link to your business placed on the Town of Wiscasset Website? Yes No

Provide e-mail and/or web address: www.waterstreetmaine.com

Please be aware that State licenses and permits may be required. This application must be updated annually with the Town of Wiscasset.

I, Edward D. Colburn, state that I am owner

of the above name firm or business, and make oath that the information stated above is true and I am aware that all applicable local, state and federal ordinances, laws, rules, and regulations must be complied with before this License can be issued.

Date: 3-7-19

Signature: [Signature]

TOWN CLERK

DATE RECEIVED: DATE APPROVED: ASSESSING: WEB/LIST:

3/7/19
new

BUSINESS LICENSE APPLICATION-NEW

Business Requesting License: Water Street Kitchen + Bar

Code Enforcement Officer:

Comments: NONE

Signed: [Signature] Dated: 3-11-19

Wiscasset Police:

Comments: NO CONCERNS

Signed: [Signature] Dated: 3-11-19

Planning Department:

Comments: ~~_____~~

Signed: _____ Dated: _____

Fire Department:

Comments: NO CONCERNS

Signed: [Signature] Dated: 3/12/19

License Approved: _____ Dated: _____

1 Lady Slipper Lane
Freeport, Maine 04032



Tower Clock Specialists
Manufacturing & Restoration

Annual Maintenance Agreement

COPY

Between Balzer Family Clock Works and Town of Wiscasset for the
E. Howard town tower clock in Wiscasset, Maine, for the year 2019.

Scope of Work:

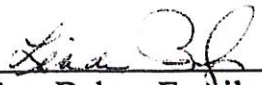
- Remove all the bushings within the clock movement and clean of all dirt and oil
- Clean each pivot of all oil and dirt
- Examine for wear, assemble and oil
- Oil at oil port between the great wheel and its hub
- Oil pivots of the great wheel pawl and pawl tips
- Oil the shaft of the maintaining power pawl and pawl tips
- Oil the surface between the maintaining power wheel/ratchet wheel
- Check each pin and screw in complete system for secureness
- Oil all pulleys at oil port.
- Examine expansion units and adjust if necessary
- Examine weight cable for wear and secureness
- Examine dial gears and oil
- Examine bevel geared differential and oil.

Cost.....*\$950.00

*Labor only. Any components that may be required (example: wire rope cable, auto wind parts, etc.) will be listed separately and in addition to the "Cost".

Maintenance Agreement must be received by July 1st to be put on the 2019 schedule

For: Town of Wiscasset
Date: _____



For: Balzer Family Clock Works
Date: 2-28-19

Friends of Wiscasset Village

The mission of the Friends of Wiscasset Village is to communicate positive energy, to strengthen the local economy and community, celebrate our unique treasures, and welcome new neighbors and businesses.

This is an ad hoc group of 35 to 40 Wiscasset residents and business owners whose major activities last year were to promote the downtown as “open for business” during the MDOT construction project. The Wiscasset Area Chamber of Commerce and the Lincoln County Regional Planning Commission are helping to facilitate the group.

We feel it's important during construction to:

1. Show a coordinated and positive face to the public, our visitors, residents, and businesses.
2. Serve as liaison with the Town and public to insure accurate and timely information about the project.
3. Maintain regular communication with DOT project staff.
4. Design and carryout communications and outreach activities, such as flyers, social media, event planning, public outreach, etc.
5. Advocate and better plan for downtown public/private sector efforts after the project's completion.

During the fall and holiday shopping season, we worked with the Chamber and others on marketing efforts for the Early Bird in November and Holiday Market Fest in December. We also worked with MDOT to create and distribute parking maps, such as the one included here.

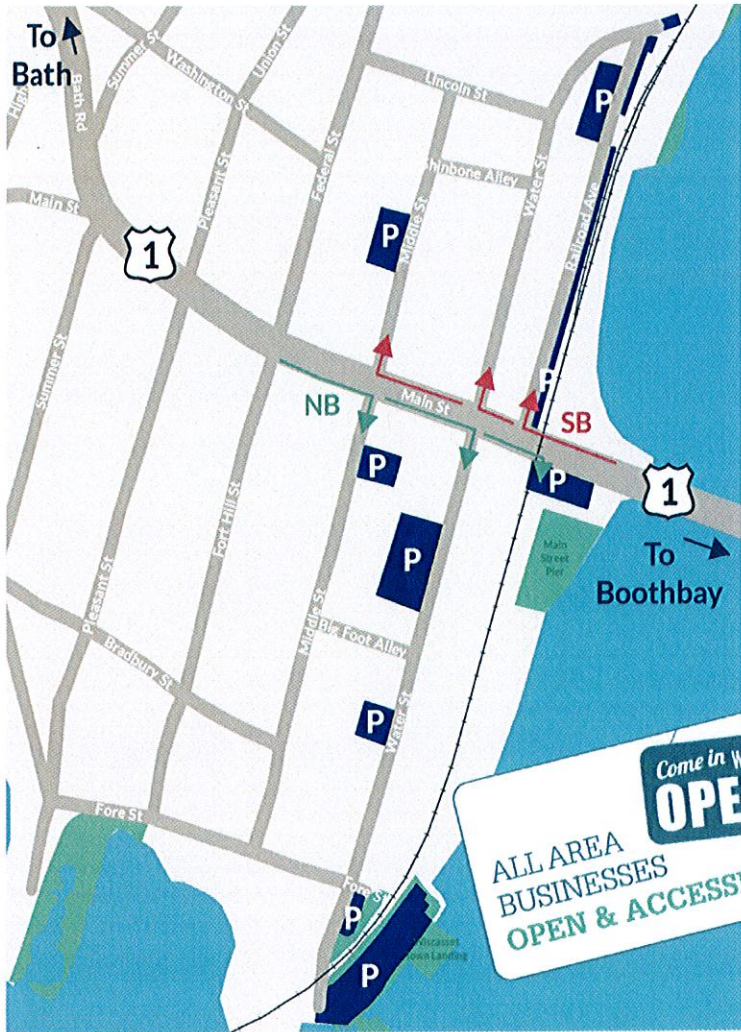
Other planned activities include:

- Continue to update as needed parking maps for the downtown (with the 2nd side highlighting opportunities/positives of Wiscasset during construction).
- Develop and promote stories based on downtown businesses and their owners
- Expand our Facebook, website, and news postings
- Work with MDOT on public signage re: parking availability, open for business, etc., ensure clarity of parking, open businesses, access, events, etc.
- Organize volunteers to welcome and direct visitors during key public or downtown promotion events.

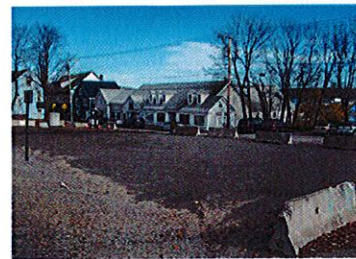
At the March 19th Selectmen's meeting, a subcommittee of the Friends including local residents Peter Wells, Rick Burns, Terry Heller and Brad Sevaldson, and Mary Ellen Barnes from the LCRPC will present design concepts for possible additions to the sidewalks, primarily benches and trash receptacles. We are looking for feedback and questions, and support to talk with MDOT (which could be helpful in developing cost estimates and installation alternatives).

Wiscasset Village Parking

Plenty To Do & Plenty Of Free Parking Too!



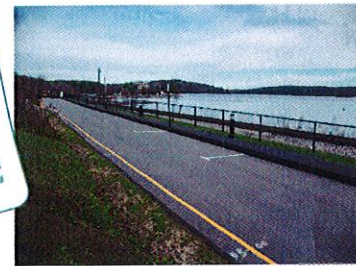
Water Street Parking



Middle Street Parking



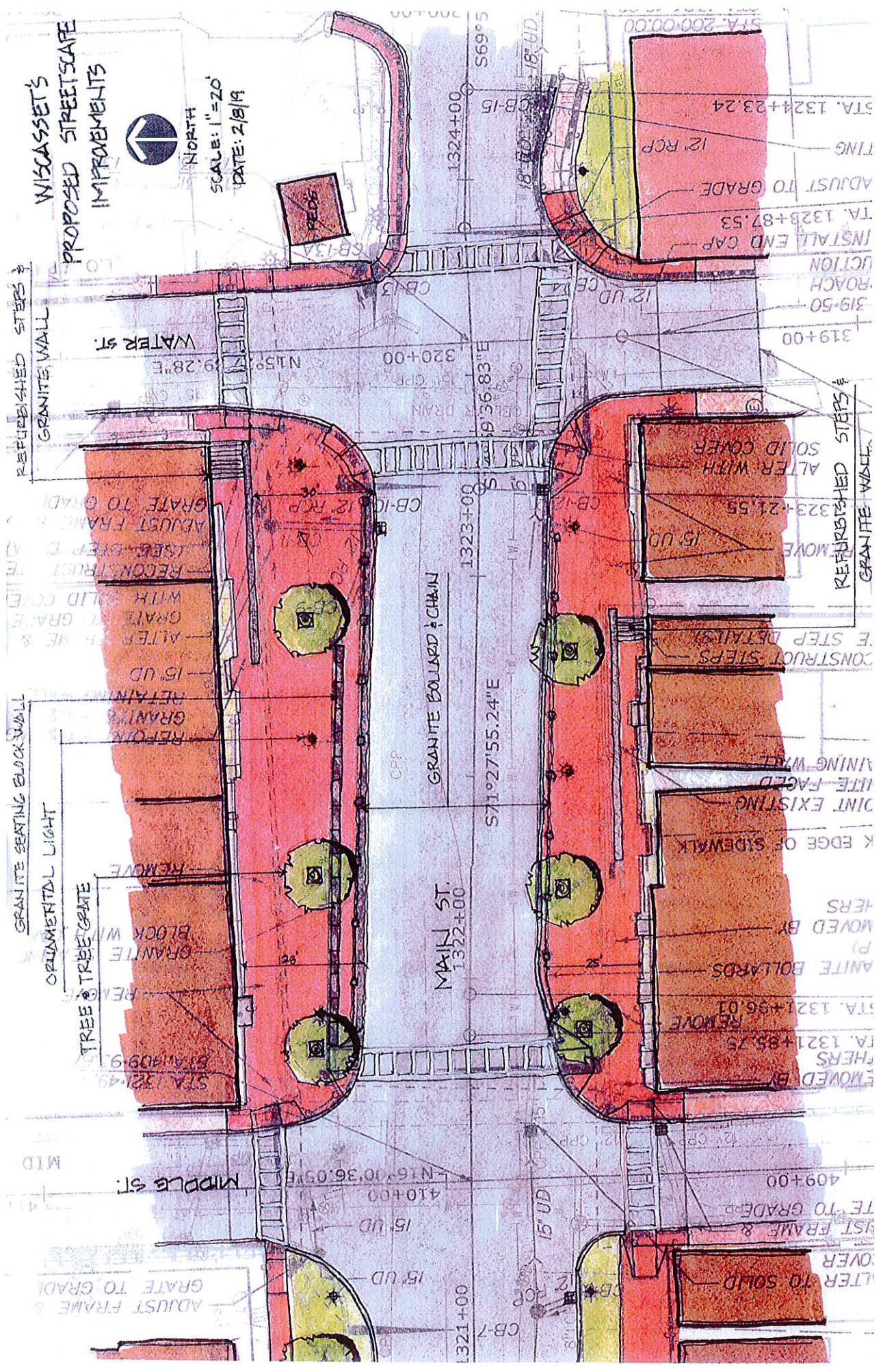
Railroad Avenue Parking



WISCASSET'S PROPOSED STREETSCAPE IMPROVEMENTS



NORTH
SCALE: 1"=20'
DATE: 2/8/19



ADJUST FRAME &
GRATE TO GRADE

MIDDLE ST.
N16°00'36.09"E
410+00

MID

STA. 1321+99
STA. 1321+99

GRANITE WALL
BLOCK WALL
REMOVE

TREE & TREE GATE
REMOVE

ORNAMENTAL LIGHT
GRANITE SEATING BLOCK WALL

REFURBISHED STEPS
GRANITE WALL

REFURBISHED STEPS
GRANITE WALL

REFURBISHED STEPS
GRANITE WALL

REFURBISHED STEPS
GRANITE WALL

MAIN ST.
1322+00

GRANITE BOLLARD & CHAIN
S71°27'55.24"E
1323+00

WATER ST.
N15°29.28"E
320+00

1324+00
S69°5

REMOVED BY
PHERS
STA. 1321+85.75
REMOVE
STA. 1321+96.01

GRANITE BOLLARDS
MOVED BY
PHERS

EXISTING
SITE FACED
MINING WALL

CONSTRUCT STEPS
E STEP DETAILS

ALTER WITH
SOLID COVER
323+21.55
15' UD

REFURBISHED STEPS
GRANITE WALL

INSTALL END CAP
TA. 1323+87.53
ADJUST TO GRADE
12" RCP

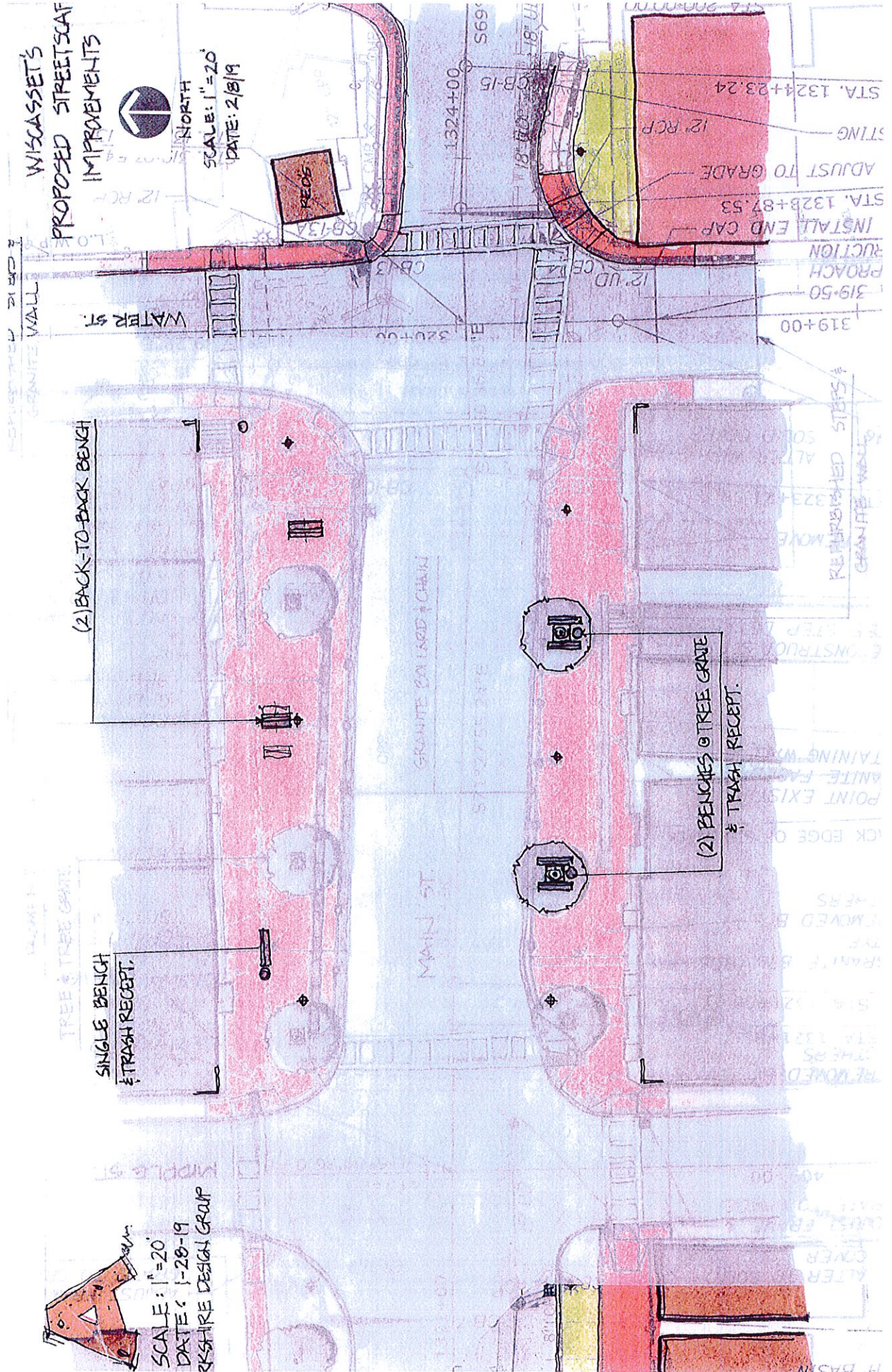
STA. 1324+23.24
TING

STA. 200-00.00

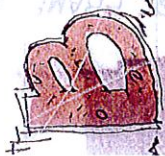
WISCASSET'S
PROPOSED STREETSCAPE
IMPROVEMENTS



SCALE: 1" = 20'
DATE: 2/18/19



SCALE: 1" = 20'
DATE: 1-28-19
KSHIRE DESIGN GROUP



SCALE: 1"=20'
 DATE: 1-29-19
 SHIRE DESIGN GROUP

BENCH & TRASH RECEPT.

TREE & TREE GUARD

FUNCTIONAL LIGHT

RAISED PLANTER W/TREE &
 (2) BENCHES

WILKASSET'S
 PROPOSED SPEEDS
 IMPROVEMENTS



North
 SCALE: 1"=20'
 DATE: 2/2/19

TRASH RECEPT.

BENCH & TRASH RECEPT.

(5) BENCHES ON CONCRETE
 PAD (SLOPED)

TRASH RECEPT.

REPAIRS TO STREETS &
 GRANITE CURB

GRANITE BOLLARD & CHAIN

MAIN ST.

S 102755.24"E

1324+00

1324+00

1324+00

1324+00

1324+00

1324+00

1324+00

1324+00

1324+00

1324+00

1324+00

1324+00

1324+00

1324+00

1324+00

1324+00

1324+00

MOVED BY
ERS

EDGE OF SIDEWALK

EXISTING
THE FACED
ING WALL

CONSTRUCT STEPS
STEP DETAILS

REMOVE
REFRESHED STAIRS

ALTER WITH
SOLID COVER

319+00

319-50
ROACH

12" UD
CEILING

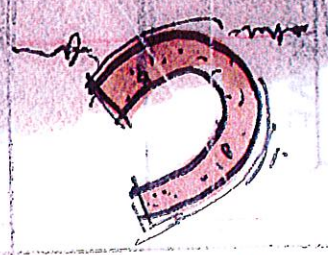
ST
2+00

GRANITE BALAPD & CHAIR

BERKSHIRE DESIGN

DATE: 2-8-19

SCALE: 1"=20'



GRANITE SEATING BLOCK WALL

VERTICAL LIGHT

LEVEL SIDEWALK W/

TABELS & CHAIRS

CURVILINEAR STAIRS

320+00

N150°

320+00

CB-15

1323+00

CB-12

CB-10

CB-12

15" UD

323+21.55

REFRESHED STAIRS

(E)

*

*

*

*

*

*

*

*

*

*

From: Carroll, John H.
Sent: Thursday, March 14, 2019 8:11 AM
To: townmanager@wiscasset.org
Subject: New England Clean Energy Connect

Mr. O'Connell,

I appreciated the opportunity to address the Board of Selectmen on Tuesday evening, and I would like to provide one follow-up communication based on a public comment by Mr. Marty Fox regarding the position taken on the project by the Union of Concerned Scientists. As you may recall, Mr. Fox thought it was unlikely that the UCS would support this project. I spoke with him following the meeting, and he was interested in learning more about the project and the UCS statement. I have since provided the statement from the UCS to Mr. Fox, and I would appreciate it you could forward this note to the members of the Board to confirm the accuracy of my statement on the matter.

My thanks again to you and the Board for your continued interest in our project.

John Carroll



John H. Carroll
Director, Corporate Communications
83 Edison Drive, Augusta, Maine 04336