

3a

WISCASSET SELECT BOARD,
TAX ASSESSORS AND OVERSEERS OF THE POOR
APRIL 23, 2019

Preliminary Minutes

Present: Kim Andersson, Bob Blagden (arrived during the meeting), 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 April 5, 12, and 19, 2019. Vote 4-0-0.

Kathy Martin-Savage moved to approve the accounts payable warrants of April 9, 16, and 23, 2019. Vote 4-0-0.

3. Approval of Minutes

Ben Rines, Jr., moved to approve the minutes of April 2, 2019 as amended, the minutes of April 3, 2019 as amended and the minutes of April 9, 2019. Vote 4-0-0.

4. Special Presentations or Awards – none

5. Committee Appointments

- a. H. Karl Olson, Planning Board and Ordinance Review Committee
- b. Susan Blagden, Historic Preservation Commission
- c. Anthony Gatti, Planning Board
- d. Richard Forrest, Waterfront Committee

Ben Rines, Jr., moved to appoint Karl Olson to the Planning Board and Ordinance Review Committee, Susan Blagden to the Historic Preservation Commission, Anthony Gatti to the Planning Board and Richard Forrest to the Waterfront Committee. Vote 4-0-0.

6. Public Hearings – none

7. Public Comment

Susan Blagden complimented the Highway department on keeping the roads clear this winter and cleaning them up this spring. She also said she had the pleasure of working with the Code Enforcement Officer and the Town Manager on Historic Preservation and Board of Appeal matters.

8. Department Head or Committee Chair

- a. Department Head Monthly Reports: Judy Colby complimented Richard Gaeth on his thorough report.

b. Wastewater Treatment Plant – Richard Gaeth, Supervisor: Gaeth reported that after reviewing septage dumping fees from Wiscasset and surrounding areas, he is proposing a fee increase and would like feedback from the board by the next meeting. A Public Rate hearing must be held before May 23 and a date will be set at the next selectmen’s meeting. The public hearing needs to be advertised. He said there is no flow meter for the septage receiving area, and the septage pump in the blower room has not worked for years. A portable pump is being used, which wastes manhours. He has applied for two funds from the State, the Fiscal Sustainability Fund and the Climate Adaptability Plan. Gaeth will be meeting on April 30 with John O’Connell and Chuck Applebee regarding available grants. He asked that Sewage dumping fees also be on the next agenda. Kathy Martin-Savage asked Gaeth for a list of what needs to be replaced. Gaeth said one of the immediate needs was a waste pump which has been backfeeding, and repair estimated at \$9,000 is scheduled for April 30.

c. Parks and Recreation Department – Lisa Thompson, Director: Thompson said, as recommended, membership rates will be increased effective July 1. The \$1.00 increase per membership per month for three years will raise an additional \$7,000 to \$10,000 over the three-year period. The board had no problem with the planned increase.

9. Unfinished Business

a. Deer Ridge Tax Exemption Update: Letson B Douglass, attorney with Bernstein Shur, had reviewed the documents submitted by C&C Realty relative to the request by CEI for a 50% exemption and concluded that there was a basis for the Board of Assessors to conclude that CEI qualifies for the requested 50% exemption. **Judy Colby moved to grant a 50% tax exemption to Deer Ridge Farms as requested. Vote 3-1-0 (Rines opposed).**

b. Schedule site visit for proposed kayak rack placement: A meeting on May 7 at 5 p.m. with the Waterfront Committee at the waterfront was scheduled to decide whether the board is interested in the proposal for racks and to review possible placement of kayak racks, either attached to the building or free-standing.

10. New Business

a. Request Date for Town of Wiscasset School Budget Validation Referendum-Terry Woods, Superintendent of Schools: Woods said the school budget had been decreased by \$500,000 and she asked that the select board schedule a meeting on May 14 at 5 p.m. at the high school to vote on the school warrant article. The meeting will be advertised on the sign outside the municipal building. The school budget approved by the select board on May 14 will be voted on by the voters at the Annual Town Meeting. **Ben Rines, Jr., moved to schedule a school budget validation referendum on May 14 at 6 p.m. at the Middle High School Gardiner Room. Vote 5-0-0.**

b. Business License Approval – Fix Marine Truck & Auto: Judy Colby asked that the approval be tabled as the owner had not abided by town ordinances, had not responded to requests by the Code Enforcement Officer and had opened his business without a license. She said the board needed advice from legal counsel. Kathy Martin-Savage recommended that the Town Manager write to the owner with a copy to the landlord giving him a week to comply before seeking legal advice. **Bob Blagden moved to table pending further review. Vote 5-0-0.**

c. Monthly Financials

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

d. Delinquent Personal Property-Tax Collector Molly Bonang: The board reviewed the list of delinquent personal property owners. Bonang said of the 15 accounts there were several deceased owners and several small ones that may not be worth taking to Small Claims Court. Judy Colby said the four highest amounts due should be acted on first and the board gave Bonang permission to set up a payment plan if requested.

e. Consideration of May 21, 2019 for Public Hearing on Annual Town Meeting Warrant Articles: **Judy Colby moved to hold a public hearing on May 21, 2019 at 6 p.m. for the Annual Town Meeting Warrant Articles. Vote 5-0-0.** The board members will sign the notice by May 4.

f. Consideration of Public Hearing for Chewonki Campground Sewer Easement Expansion: **Judy Colby moved to hold a public hearing on May 21 at 6:15 p.m. for the special easement expansion for the Chewonki Campground sewer. Vote 5-0-0.** Kathleen Onorato said the board had already agreed to the sewer expansion. **Ben Rines, Jr., moved to insert after the explanation "recommended by the Board of Selectmen". Vote 5-0-0.**

g. Resignation-George E. Knight from Wiscasset Water District Board of Trustees: **Ben Rines, Jr., moved to accept the resignation with regret. Vote 5-0-0.** Town Manager O'Connell said the board had the authority to appoint a trustee and Judy Colby asked that the Water Department Trustees be asked for recommendations.

11. Town Manager's Report

a. Town Office Flooding Update: O'Connell said the flooding had done damage to some of the wallboard and soaked carpets. ServPro had cleaned up damage from the flood and the insurance adjuster had examined the damage. O'Connell said the damage is covered by insurance and the claim will be kept open until the full extent of the damage is known.

b. Union Negotiation Schedule: The negotiations will start with the Police Department. Judy Colby and Kathy Martin-Savage will participate in the negotiations, and a date will be set.

c. Clock Tower Update: The tower was examined, some window panes are missing. O'Connell said a boom truck will be used to wrap the tower to keep the weather from doing further damage.

d. DEP Grants: Kyle Coolidge of Wright-Pierce and Chuck Applebee are assisting in applying for grants or low interest loans for the Wastewater Sewer Plant.

e. The battery back-up to the server failed and a new battery has been ordered. O'Connell said the server is seven years old and should be replaced and a schedule for replacement of computer equipment should be developed.

f. EPA Cleanup: There have been two responses for the EPA cleanup of the ash pits at Mason Station.

g. Earth Day Cleanup: Will be held on Saturday, April 27.

h. Spirit of America nominee consideration: It was suggested that the group of volunteers that organize the Christmas gift program be recognized. Judy Flanagan, a member of the Family Wishes group, said the businesses who contribute should also be included in any recognition.

12. Assessors' Business

a. Tax Collector recommended Personal Property Abatements

- Stewart Gordon, \$37.71 (2015-2017)
- Maine Heritage Village, LLC, \$56.26 (2016-2017)
- Bryan Buck, \$174.14 (2013-2017)
- Laurie Leavitt, \$783.63 (2013-2017)
- Kathleen Alexander, \$213.28 (2013-2015)

Molly Bonang, Tax Collector, recommended that the above property abatements be approved. She said Stewart Gordon was not in business for 2015-2017, the owner of Maine Heritage Village was deceased, as was Bryan Buck, and Leavitt and Alexander had switched owners. **Bob Blagden moved to approve the Personal Property abatements as presented. Vote 5-0-0.**

b. Tax Collector recommended Personal Property Supplemental

- Lighthouse Lobster Shack, Inc., DBA Miss Wiscasset Diner, \$161.12 (2016-2017)

Judy Colby moved to approve the Personal Property Supplemental for Lighthouse Lobster Shack, Inc., DBA Miss Wiscasset Diner for \$161.12. Vote 5-0-0.

c. Assessors' Agent recommended Personal Property Abatements

- Stewart Gordon, \$13.69 (2018)
- Maine Heritage Village, LLC, \$31.28 (2018)
- Bryan Buck, \$39.10 (2018)
- Laurie Leavitt, \$175.95 (2018)
- Kathleen Alexander, \$84.07 (2018)

Judy Colby moved to approve the Personal Property Abatements of Stewart Gordon, Maine Heritage Village, Bryan Buck, Laurie Leavitt and Kathleen Alexander. Vote 5-0-0.

d. Assessors' Agent recommended Personal Property Supplemental

- John M Saurez, \$84.07 (2018)
- John and Tammy Chapman, \$175.95 (2018)

Ben Rines, Jr, moved to approve the Assessors' Agent recommended Personal Property Supplemental as presented. Vote 5-0-0.

13. Other Board Business

Bob Blagden apologized for arriving late and thanked Kathy Martin-Savage and Judy Flanagan for bringing refreshments to the budget meetings.

14. Adjournment

Kathy Martin-Savage moved to adjourn the meeting at 7:25 p.m. Vote 5-0-0.

5a

Town of Wiscasset
Board/Committee Membership Application

Full Name: LESLIE ROBERTS

Street Address: 4 FORT HILL

Mailing Address: PO BOX 184 Home Phone: 615-500-1420

Town of Legal Residence: WISCASSET

Work Phone: _____ Cell Phone: _____ E-mail lesliesroberts@yahoo.com

I wish to be considered for the appointment to the: HISTORIC PRESERVATION

Term Of Appointment 3 YEARS

Full member: _____ Reappointment: Alternate member: _____

Do you currently serve or have you ever served on any Town Board? ~~NO~~ YES

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

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: [Signature] Date: 4/18/19

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: 4/22/19 Date Appointed: _____ Term: ending 6/30/2021

ja

Memo

To: Wiscasset Board of Selectmen
From: Linda E. Perry, Town Clerk
CC: John O'Connell
Date: 4/30/2019
Re: Registrar's Hours

The Registrar of Voters in municipalities with populations of more than 2,500 must be open on the last 5 business days that the clerk's office is open before Election Day, during the same hours that the clerk's office is open and for 2 hours between 5-9 pm on at least 1 of these days. The municipal officers may change the schedule set in this section of the law according to the needs of the municipality.

I am requesting that the Board change the hours for the registrar to be consistent with the normal hours of operation on those 5 days and not require the additional hours between 5-9 pm.

Linda Perry

8b

Wiscasset Waterfront Committee

To: Wiscasset Board of Selectmen
From: Wiscasset Waterfront Committee
cc:
Date: April 30, 2019
Re: Pier Vendor Applications

We reviewed these applications

Approved Sprague's Lobster, the 10 x 20 seasonal spot (\$400), is for accessory tables, removed over the winter.

Approved Forgotten Recipes.

Approved the WACC Information building, suggesting a contribution to the electric consumption; waiving the rental fee.

Do not recommend Coastal Cones, due to not complying with Pier Policy #5: Hours of operation.

Maine Kayak will not be renewing.

Doublet Design will not be renewing.

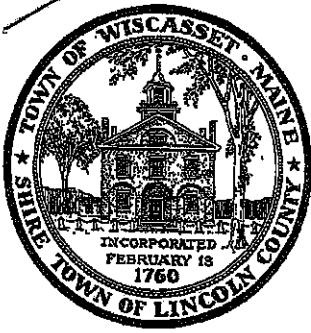
Approved Two Bridges Jail.

Approved Potter's Shed

Approved "Lobsterholic" Tee shirt Apparel shop

Reviewed an Application for "Pier Beer", requested more information from them, as well as direction from the Board.

We have been made aware the electrical outlets on Main St Pier need to be tested and evaluated. There may be some corrosion.



date: 4/1/19

returning vendor(y/n) yes

86

TOWN OF WISCASSET

Pier Vendor Permit Application

APPLICANT NAME: Theresa Gray

BUSINESS NAME: Coastal Cones 207

MAILING ADDRESS: P.O. Box 771 Bath Me.

PHONE NUMBER: 207-409-2262 CELL: SAME

EMAIL: coastalcones207@gmail.com

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

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

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

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

___ EVENT PERMIT DATE(S) _____

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

___ RETURNING VENDORS CHECK HERE IF NO CHANGES TO BUSINESS

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

Selling Ice Cream, soda, candy

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

Redraft February 2018
Town of Wiscasset
Pier Policies

Purpose: The purpose of this policy statement and regulations is to assure the continued growth of needed commerce in our village waterfront area while maintaining the future use of public spaces and infrastructure. The objective is to balance the needs of the general public with the opportunity to supply shopping, dining, and recreational amenities to residents and visitors alike. Any activities at the pier should represent the character of the traditional village and waterfront for which Wiscasset is known.

1. At all times the Town of Wiscasset through its Town Manager will retain total rights and control of all activities at the pier. The Town may cancel permits or activities that it deems are not in compliance with the Ordinances and regulations of the pier or that may be detrimental to the character and reputation of the Town.

2. PERMITS:

- All permits may be applied for beginning February 1st of each year.
- All supporting required documents (including payment) must accompany Application.
- Applicant will be notified of approval approximately 30 days after application
- Permits will be re- issued on a seniority basis.
- Placement of structures shall be decided by the Waterfront Committee
- Electric use is pro-rated; additional use shall be billed by the Town.
- Seasonal permits once approved shall be paid in advance by May 1st. The Seasonal permit fee will be \$600 for each 30x34 square foot space and \$400 for each 10x20 square foot space. Seasonal permits will be approved for the period of Memorial Day Weekend through Columbus Day Weekend. There will be a two week period prior to and after these dates for the purposes of set up and takedown of business structures. Extended time must be approved by the Town Manager. Appropriate fees may be assessed.
- Day-Use permits shall be make application for each event; The daily fee is \$25 for each 10x10 square foot space. Fees may be waived for town sponsored events and other approved circumstances.
- Annual permits shall make clear whether the business is operational or seeking storage for part of the term. Annual Fees will be \$1100 for each 30x34 space and \$800 for each 10x20 space.
- Event permits shall be applied for minimally 7 days before an event. Blanket approval for a series of events sponsored by an organization shall be made minimally 30 days prior to the commencement. Approval and scheduling shall be made by the Town.

3. Buildings, shelters or vendor stalls may be affixed to the pier for high wind protection. All vendor spaces shall be temporary in nature. All structures shall be no taller than 10 feet and their longest dimension will not exceed 20 feet. There shall be no drilling, sawing, or altering of the pier in any way. The pier will be left in the same condition when the vendor leaves as when the vendor arrived.

4. Accessory furniture may be permitted, so long as such furniture does not interfere in the use of the pier by other businesses. The furniture shall be accessory in nature with minimal impact on

Selectmen adopted 2.15.2011, revised and adopted 12.06.2011

the pier operation. Approval of such accessory furniture must be specifically requested on the permit application.

5. In order to create a center of activity at the waterfront all vendors will maintain standard business operating hours a minimum of 5 hours per day at least 5 days per week.
6. All vendors, their property, and employees shall hold themselves to a code of conduct and dress in accordance with the character and reputation of the traditional village waterfront of Wiscasset.
7. All applicants must show proof of \$1,000,000 (one million dollars) of liability insurance and shall name the Town as second insured up to the \$400,000 limit of liability for municipalities identified in the Maine Tort Claims Act.
8. In order to accommodate visitors to the pier vendors are required to find legal parking for any vehicles for themselves, the business, or employees and shall not park in adjacent areas to the pier.
9. Violations of these policies may result in the immediate cancellation of the permit and impact any future approvals of permits. The Town Manager shall have the ultimate authority to determine if vendors are in compliance with policy. Vendors who are deemed to be in violation of any section of this policy may be removed by the Town at the owner's expense.
10. Vendors will be required to remove all property from the Pier in an emergency situation; or with advance notice from the Town of Wiscasset.

9a

April 22, 2019

Board of Selectmen
Town of Wiscasset
51 Bath Rd
Wiscasset ME 04578

Dear Members of the Board of Selectmen,

We believe the Board acted hastily in ordering the removal of the garden shed from the Sunken Garden. Your intention was to protect this park in the center of Wiscasset from legal challenge, but in your haste you may have inadvertently endangered the future of this 1958 gift of the Sortwell family.

The deed of gift establishes three requirements.

- o "That the property shall be used as a public garden or park."
- o "That no buildings shall be erected on said premises."
- o "That said appearances be as they are now."

Wiscasset has diligently fulfilled the first obligation. The maintenance of the garden has been achieved by cooperation between the Wiscasset Public Works Department and volunteers of the Committee on the Appearance of the Town. Public Works provides weekly mowing, removal of garden cuttings and debris including fall leaf removal, while the committee volunteers provide planting, watering, sweeping, weeding, pruning, and cultivation including mulching, and plant supports such as peony hoops.

Wiscasset has fulfilled the second obligation by not permitting any residential or commercial buildings such as ice cream shops or hot dog stands. The small garden shed which has stood for 30 years in the remote corner of the property serves only to support the first obligation of the deed, to maintain the public garden. The garden shed permits the volunteers to come to the garden on their own time, sign in to the volunteer log, and take what tools and supplies are necessary for their gardening efforts, returning them to the shed when done. The watering cans, trowels, rakes, brooms, shovels, pruners, fertilizer, wheelbarrow and watering hoses are provided at town expense, and the convenience of the shed makes it easy for volunteers. The garden shed is not a building in the sense of the deed prohibition. It contributes directly to the maintenance of the public garden. Without the garden shed we fear many of the volunteers will drift away. How then will the garden be maintained?

A garden is a living ecosystem and the Sunken Garden has changed over the years in a good way. Wiscasset has done its best to keep the overall layout and spirit of the garden the same, but plants live, grow old, and die. Despite the wording of the third requirement, nothing in nature remains the same. Wiscasset has replaced many of the lilac trees, built a path, installed a fire hydrant, and spent \$5500 rebuilding the south foundation wall. We should doubt that any of the Sortwell descendants would find reason to fault Wiscasset on it's care of their gift.

We urge you to reconsider your decision to remove the garden shed.

Norma Gordon, Don Jones, Vickie Hersom,
members of the Appearance Committee and Sunken Garden volunteers

10a

000039

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 APRIL 24, 2019, release to ABBOTT, JAMES & DOW, JUDITH of 970 GARDINER ROAD LOT #19 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 R04-002-019 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>August 11, 2017</u>	<u>5167/88</u>
<u>September 20, 2018</u>	<u>5306/138</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 7th of MAY, 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

7th of MAY, 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

00001945

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 APRIL 16, 2019, release to KEITH HOLLY of PO BOX 23 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-A25 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>5033/191</u>
<u>August 11, 2017</u>	<u>5167/192</u>
<u>September 20, 2018</u>	<u>5306/231</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 7th of MAY, 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

7th of MAY, 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

00002125

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 APRIL 23, 2019, release to JAMES, KEVIN of 60 SHEA ROAD WISCASSET, ME 04575 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 R05-037-F 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 17, 2007</u>	<u>3881/144</u>
<u>August 26, 2008</u>	<u>4044/55</u>
<u>July 17, 2009</u>	<u>4175/117</u>
<u>July 20, 2010</u>	<u>4297/138</u>
<u>July 18, 2011</u>	<u>4418/164</u>
<u>July 23, 2012</u>	<u>4548/58</u>
<u>July 19, 2013</u>	<u>4688/173</u>
<u>July 23, 2014</u>	<u>4801/318</u>
<u>June 29, 2015</u>	<u>4901/208</u>
<u>July 27, 2016</u>	<u>5033/184</u>
<u>August 11, 2017</u>	<u>5167/1185</u>
<u>September 20, 2018</u>	<u>5306/224</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 7th of MAY, 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

7th of MAY, 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

000077

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 release to FLOOD, ANNA a certain parcel of land located at 52 FLOOD AVENUE with buildings thereon, if any, located in the Municipality of WISCASSET, LINCOLN, County, State of Maine, identified as follows:

Map U09-1-2 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 sewer lien(s) recorded in the Lincoln County Registry of Deeds as follows:

Date recorded and book and page:

MAY 13, 2008 4002/132

MARCH 10, 2009 4110/137

SEPTEMBER 11, 2009 4198/308

JULY 16, 2010 4296/55

JULY 20, 2010 4297/30

DECEMBER 11, 2012 4603/293

NOVEMBER 11, 2013 4728/233

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 MAY 7, 2019

Board of Selectmen, Wiscasset, Maine

Judith R. Colby, Chair

Benjamin L. Rines, Jr.

Robert L. Blagden

Katharine G. Martin-Savage

Kimberly H. Andersson

WISCASSET
STATE OF MAINE
COUNTY OF LINCOLN, ss

MAY 7, 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

000198

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 release to WYMAN, CHARLES H AND WYMAN, BARBARA a certain parcel of land located at 24 MIDDLE STREET with buildings thereon, if any, located in the Municipality of WISCASSET, LINCOLN, County, State of Maine, identified as follows:

Map U01-103 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 sewer lien(s) recorded in the Lincoln County Registry of Deeds as follows:

Date recorded and book and page:
APRIL 7, 2008 3988/38
SEPTEMBER 24, 2008 4054/130

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 MAY 7, 2019

Board of Selectmen, Wiscasset, Maine

Judith R. Colby, Chair

Benjamin L. Rines, Jr.

Robert L. Blagden

Katharine G. Martin-Savage

Kimberly H. Andersson

WISCASSET
STATE OF MAINE
COUNTY OF LINCOLN, ss

MAY 7, 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

000231

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 release to SCHAFFER, DEBRA a certain parcel of land located at 55 WATER STREET with buildings thereon, if any, located in the Municipality of WISCASSET, LINCOLN, County, State of Maine, identified as follows:

Map U01-57 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 sewer lien(s) recorded in the Lincoln County Registry of Deeds as follows:

Date recorded and book and page:
JANUARY 22, 2010 4243/267

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 MAY 7, 2019

Board of Selectmen, Wiscasset, Maine

Judith R. Colby, Chair

Benjamin L. Rines, Jr.

Robert L. Blagden

Katharine G. Martin-Savage

Kimberly H. Andersson

WISCASSET
STATE OF MAINE
COUNTY OF LINCOLN, ss

MAY 7, 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

000127

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 release to WIDMER, STEPHEN a certain parcel of land located at 12 HIGH STREET with buildings thereon, if any, located in the Municipality of WISCASSET, LINCOLN, County, State of Maine, identified as follows:

Map U01-161 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 sewer lien(s) recorded in the Lincoln County Registry of Deeds as follows:

Date recorded and book and page:
MARCH 3, 2009 4110/145

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 MAY 7, 2019

Board of Selectmen, Wiscasset, Maine

Judith R. Colby, Chair

Benjamin L. Rines, Jr.

Robert L. Blagden

Katharine G. Martin-Savage

Kimberly H. Andersson

WISCASSET
STATE OF MAINE
COUNTY OF LINCOLN, ss

MAY 7, 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

000326

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 release to WEST, DION B. a certain parcel of land located at 5 EVERGREEN STREET with buildings thereon, if any, located in the Municipality of WISCASSET, LINCOLN, County, State of Maine, identified as follows:

Map U02-15 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 sewer lien(s) recorded in the Lincoln County Registry of Deeds as follows:

Date recorded and book and page:
DECEMBER 11, 2012 4604/3
JANUARY 20, 2015 4855/157

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 MAY 7, 2019

Board of Selectmen, Wiscasset, Maine

Judith R. Colby, Chair

Benjamin L. Rines, Jr.

Robert L. Blagden

Katharine G. Martin-Savage

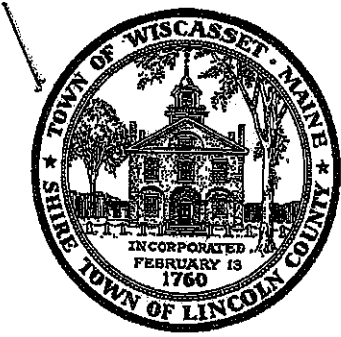
Kimberly H. Andersson

WISCASSET
STATE OF MAINE
COUNTY OF LINCOLN, ss

MAY 7, 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



date: 04/24/2019

returning vendor(y/n) Y 106

TOWN OF WISCASSET

Pier Vendor Permit Application

APPLICANT NAME: Naomi Bonang

BUSINESS NAME: Two Bridges Jail Industries

MAILING ADDRESS: 522 Bath Road, Wiscasset, ME

PHONE NUMBER: (207) 315-8610 CELL (207) 208-6058

EMAIL: NBONANG@TBRJ.org

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

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

LADDER SIGN: \$40; TO READ: _____

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

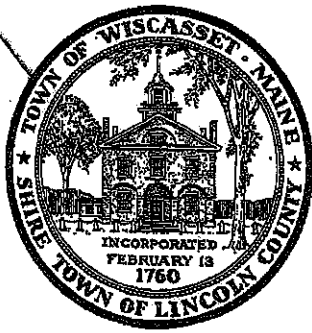
___ EVENT PERMIT DATE(S) _____

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

RETURNING VENDORS CHECK HERE IF NO CHANGES TO BUSINESS

DESCRIPTION OF ALL BUSINESS ACTIVITIES THAT WILL TAKE PLACE ON SITE: INCLUDING ELECTRICAL REQUIREMENTS Sale of Inmate made goods

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



date: April 1, 2019

returning vendor(y/n) 26 years?

TOWN OF WISCASSET

Pier Vendor Permit Application

APPLICANT NAME: Frank Sprague

BUSINESS NAME: Sprague's Lobster

MAILING ADDRESS: 209 Gibbs Road

PHONE NUMBER: 207-882-7814 CELL: 207-319-8562

EMAIL: lass1524@yahoo.com

SEASONAL PERMIT PER EACH SPOT: (May - Oct /calendar year) 1 x \$400 (10' X 20') or ___ x \$600 (30' x 34')

ANNUAL PERMIT PER EACH SPOT: ___ x \$800 (10' X 20') or 2 x \$1100 (30' x 34')

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

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

___ EVENT PERMIT DATE(S) _____

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

RETURNING VENDORS CHECK HERE IF NO CHANGES TO BUSINESS

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

We will be vending food and ice cream
We would like our usual 3 spots

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

picnic tables



date: 3-7-19

returning vendor(y/n) yes

TOWN OF WISCASSET

Pier Vendor Permit Application

APPLICANT NAME: TODD JOBINVILLE

BUSINESS NAME: THE POTTER'S SHED

MAILING ADDRESS: 105 Hollowell Litchfield Rd, West Gardiner, ME 04345

PHONE NUMBER: (207) 724-7203 CELL: (207) 242-7620

EMAIL: Pottershed@hotmail.com

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

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

LADDER SIGN: \$40; TO READ: _____

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

EVENT PERMIT DATE(S) _____

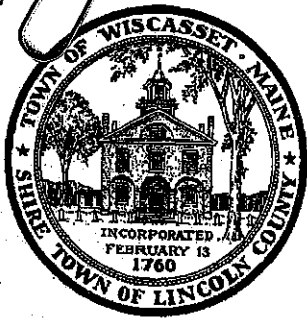
DAY USE PERMIT \$25: DATE(S): _____

RETURNING VENDORS CHECK HERE IF NO CHANGES TO BUSINESS

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

Sales of Art and crafts

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



date: 4/18/19

returning vendor(y/n) Y

TOWN OF WISCASSET

Pier Vendor Permit Application

APPLICANT NAME: Wiscasset Area Chamber of Commerce

BUSINESS NAME: 29 Same

MAILING ADDRESS: 297 Bath Road, Wiscasset

PHONE NUMBER: 882-9600 CELL: _____

EMAIL: _____

SEASONAL PERMIT PER EACH SPOT: (May - Oct /calendar year) x \$400 (10' X 20') or ___ x \$600 (30' x 34') ** see below*

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

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

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

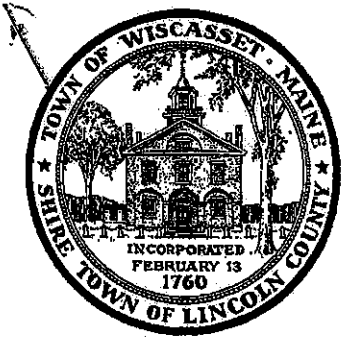
___ EVENT PERMIT DATE(S) _____

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

RETURNING VENDORS CHECK HERE IF NO CHANGES TO BUSINESS

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

* requesting the fee be waived since our priority is to promote the town and its businesses
REQUEST FOR APPROVAL OF ACCESSORY FURNITURE: (please list all furniture and size and attached a sketch of placement)



#940

date: 4/30

returning vendor(y/n) New

TOWN OF WISCASSET

Pier Vendor Permit Application

APPLICANT NAME: Nick and Brittany Heaberlin (Nick Heaberlin)

BUSINESS NAME: ~~Lobstaholic Appeal~~ Lobstaholic Appeal

MAILING ADDRESS: P O Box 101 Edgcomb, Maine

PHONE NUMBER: Nick-207350 1642 CELL: Britt-207350 9576

EMAIL: bjlhx3@gmail.com

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

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

LADDER SIGN: \$40; TO READ: Lobstaholic Appeal

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

___ EVENT PERMIT DATE(S) _____

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

___ RETURNING VENDORS CHECK HERE IF NO CHANGES TO BUSINESS

DESCRIPTION OF ALL BUSINESS ACTIVIES THAT WILL TAKE PLACE ON SITE: INCLUDING ELECTRICAL REQUIREMENTS Electric would be used for lights, string lights around the tent. Business activies would be selling just lobstaholic merchandise, (hats, shirts, pants) mostly appeal ~~but~~ other items include stickers and cuzzys.

REQUEST FOR APPROVAL OF ACCESSORY FURNITURE: (please list all furniture and size and attached a sketch of placement)
A tent, 3 tables, 1 chair also tubs under the tables to have extra appeal/storage and string lights along the tent.

Apr. 9th

TOWN OF WISCASSET Pier Vendor Permit Application

\$800 + \$100

APPLICANT NAME: RON LEE MAN

BUSINESS NAME: Forgotten Recipes

MAILING ADDRESS: PO Box 1126 Wiscasset ME 04578

PHONE NUMBER: 207-882-7287

BLD
AP

SEASONAL PERMIT: \$400 (10' X 20') or \$600 (30' x 34')
April 15th-October 31st

WINTER RENTAL PERMIT: \$300 (10' X 20') or \$400 (30' x 34')
November 1st- April 14th

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

DESCRIPTION OF ALL BUSINESS ACTIVITIES THAT WILL TAKE PLACE ON SITE: TAKE AWAY FRESH

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

I REQUEST ELECTRICAL SERVICE: 110 Volt outlet

\$100/season or \$5/day additional use will be billed by the Town

- ATTACH A CERTIFICATE OF INSURANCE, NAMING THE TOWN OF WISCASSET AS AN ADDITIONAL INSURED.
- ATTACH A PHOTO OR SKETCH OF THE PROPOSED STRUCTURE.

11c

SEPTAGE DUMPING FEES

Wiscasset currently charges:

- RV DUMPING - (GRAY & WASTEWATER) FROM ANYONE \$5.00 PER DUMP**
- SEPTAGE HAULERS - SEPTIC TANKS FROM WISCASSET ONLY \$50.00/1000 GALLONS = 5 CENTS PER GALLON**
- PORTA POTTY WASTE – IDEAL PORTABLE TOILETS – WASTE FROM ANYWHERE AT 13 CENTS PER GALLON**

Fees charged by others:

BRUNSWICK SEWER

- RV/camper fee: \$25.00 per dump**
- SEPTIC TANKS \$130/1000 GALLONS = 13 CENTS PER GALLON**
- HOLDING TANKS \$65/1000 GALLONS = 6.5 CENTS PER GALLON**
- MINIMUM CHARGE OF \$20**

INTERSTATE

- WASTE WITHOUT GREASE: 10 CENTS PER GALLON**
- WASTE WITH GREASE: 12 CENTS PER GALLON**

BOOTHBAY HARBOR SEWER DISTRICT

- SEPTAGE HAULERS - SEPTIC TANKS = 14 CENTS PER GALLON**
- PORTA POTTY WASTE – 14 CENTS PER GALLON**

PAT JACKSON IN AUGUSTA

WOULD CHARGE \$240 PER 1000 GALLONS FROM WISCASSET TO AUGUSTA SO THE USUAL BREAKDOWN IS ½ FOR PUMPING AND ½ FOR GALLONAGE WHICH WOULD BE 12 CENTS PER GALLON

Looking at these figures I would recommend an increase in the vicinity of the Boothbay Harbor Sewer District fees and the Brunswick fees.

Would like to have a separate line item for the septage receiving fees that could address the issues listed below:

SEPTAGE DISPOSAL CONCERNS:

Have no flow meter so quantities are estimated by hauler

Septage pump in lower part of blower room has not worked for years therefore a portable pump is hauled out by the crew to put into the system when tank is full. The tank that this is dumped into has not been pumped in years and should be pumped. I recommend that the fees be increased to be at least similar if not more than those at the Boothbay Harbor Sewer District. Are we ok with just an estimate or do we potentially get additional revenue and quote out a meter and fill system?

04/19

**BERN
STEIN
SHUR**

**Bernstein, Shur,
Sawyer & Nelson, P.A.**
100 Middle Street
PO Box 9729
Portland, ME 04104-5029

T (207) 774-1200
F (207) 774-1127

William M. Welch
(207) 228-7339 direct
wwelch@bernsteinshur.com

April 25, 2019

*Via Email: manager@wiscasset.org
and Regular Mail*

Town of Wiscasset
Attn: John O'Connell, Town Manager
51 Bath Road
Wiscasset, ME 04105

Re: Town of Wiscasset / Avigation Easement / Chewonki Campground

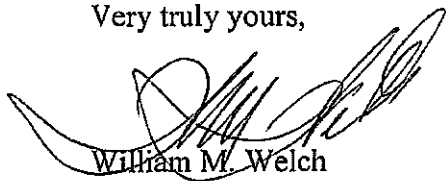
Dear John:

Enclosed please find the following original documents:

1. Agreement between the Town of Wiscasset and Pam-Ann Chewonki, LLC dated April 24, 2019; and
2. Avigation Easement which was recorded at the Lincoln County Registry of Deeds in Book 5375, Page 302.

Please feel free to give me a call if you have any questions.

Very truly yours,



William M. Welch

Enclosure

cc: Shana Mueller, Esq. (w/enc.)

AGREEMENT

This AGREEMENT is made and entered into this 24th day of April, 2019, by and between the **TOWN OF WISCASSET**, a Maine municipality with a mailing address of 51 Bath Road, Wiscasset, Maine 04578, (the "Town"), and **Pam-Ann Chewonki, LLC**, a limited liability company and owner and operator of the Chewonki Camp Ground with a mailing address of PO Box 261, Wiscasset, Maine 04578 ("Chewonki").

RECITALS

WHEREAS, the Town is required as the owner and operator of the Wiscasset Municipal Airport to ensure the airport meets all safety and other regulations imposed on it by state and federal law, including the Federal Aviation Administration ("FAA") regulations regarding clear access to and from the airport from the air;

WHEREAS, the Town has been undergoing a process, prescribed by FAA regulation, to expand the avigation easement (the "Avigation Easement") the Town owns over airport abutters' properties meant to protect the approach areas for safety and efficiency of operations, and such process includes appraisals of the Avigation Easement and negotiations with the abutters to arrive at a fair and reasonable price for the portion(s) of the Avigation Easement located above their respective properties; and

WHEREAS, the Town and Chewonki have arrived at a fair and reasonable price for the portion of the Avigation Easement to be located above the Chewonki Camp Ground located at 235 Chewonki Neck, Road, Wiscasset, Maine (the "Chewonki Avigation Easement") and have also determined to execute an additional agreement in connection with the Chewonki Avigation Easement regarding a variety of related issues; and

WHEREAS, this Agreement shall constitute the aforementioned additional agreement and will be executed in connection with the execution and delivery of the Chewonki Avigation Easement; and

NOW, THEREFORE, in consideration of the mutual covenants hereafter referred to and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and Chewonki agree to be bound by the following terms and conditions:

1. **CUTTING PROCEDURES**. The Town hereby agrees to the following in connection with the Chewonki Avigation Easement:

- a) The Town and Chewonki will work cooperatively with the third party contractor the Town selects to schedule the tree cutting relating to the Chewonki Avigation Easement in such a way that will quickly be accomplished while minimizing the interference with campground operations, with the goal of avoiding construction during the campground season.
- b) Prior to project scoping, the Project Manager will meet with Chewonki to discuss tree removal design and methodology, including stump removal versus stump grinding with a goal of balancing future replanting and maintaining existing utilities.
- c) During the design phase of the tree removal process, the Town will communicate with Chewonki regarding whether or not a storm water analysis will be needed. If the Town determines one is needed, then the Town will share with Chewonki a copy of such analysis and any planned erosion control measures to be implemented before the tree removal process is undertaken.

- d) The third party contractor selected by the Town will provide proof of insurance to Chewonki and name Chewonki as an additional insured. Nothing herein shall, nor is intended to, waive any defense, immunity or limitation of liability which may be available to the FAA, the Maine Department of Transportation, the Town or their respective officers, agents and employees, under the Maine Tort Claims Act or any other privileges and/or immunities provided by law.
- e) Prior to commencing the tree cutting, there will be a pre-construction meeting on site with the Town Manager, a representative from the third party contractor and Chewonki.
- f) Prior to the pre-construction meeting the trees intended to be cut will be marked and such trees will be reviewed and acknowledged by the third party contractor doing the cutting. It is not always possible to mark every tree that must be removed in order to comply with the required obstruction removal. As a result, there may be additional trees that obstruct the protected imaginary surfaces, removed because they could not be seen or identified until after some cutting has taken place.
- g) A full-time construction inspector will be present during the entire construction process.

2. **SEPTIC SYSTEM IMPROVEMENTS.** Chewonki currently has an easement over Town (airport) property for its septic system. Chewonki may choose to request an expansion of such easement in the event that an independent, licensed site evaluator determines that the Chewonki post construction operations require such expansion. In such an event, and so long as all information needed to prepare such an easement expansion proposal is presented to the Town by Chewonki, the Town agrees to process such a request and present the proposed easement expansion to a Special Town meeting for a vote. All expenses pertaining to the septic system expansion design and installation shall be borne by Chewonki.

3. **OPERATIONAL ITEMS.** The Town Manager will formally request that the Airport Committee adopt a voluntary noise abatement procedure that is feasible for aircraft departing and approaching the airport and meets FAA operational procedures. This is expected to include departures from Runway 25 straight out, with no left turns until after passing the Montsweag River and approaches to Runway 7 stabilized and straight in prior to crossing the Montsweag River, depending on the operational feasibility of such procedures. The area south of the approach end of Runway 7 will continue to be designated as a noise sensitive area.

The Town agrees to take the following actions in order to improve compliance with any voluntary noise abatement procedures that may be adopted at the airport in the future:

- a) The Town Manager agrees to send a letter to known frequent pilots at the airport informing them of the voluntary noise abatement procedures once the procedures have been approved by the Board of Selectmen.
- b) The Town agrees to make reasonable efforts to host and coordinate regular reoccurring educational sessions for pilots at the airport.
- c) The Town agrees to use reasonable efforts to make the voluntary noise abatement procedures more accessible and more available on paper, in signage at the airport, and via commonly used aviation websites such as airnav.com, aopa.com, wiscassetairport.com, once the procedures have been approved by the Board of Selectmen.

4. **REQUIREMENTS OF LAW.** Notwithstanding the items above, the Town may not take actions or impose measures that the FAA or the Maine Department of Transportation would prohibit, that would interfere with the Town's operation of a public access airport or that would result in the Town violating any federal, state and municipal law or regulation.

5. ASSIGNMENT. This Agreement may not be assigned without the prior written consent of the Town's Board of Selectmen, which consent may be withheld in the Town's sole discretion.

6. NOTICES. Wherever it is provided in this Agreement that notice, demand, request or other communication shall or may be given to or served upon any of the parties by the other(s), and whenever the parties desire to give or serve upon the other(s) any notice, demand, requests or other communication with respect to this Agreement, each such notice, demand, request or other communication shall be deemed duly given if sent in writing via e-mail or if delivered to locational address by hand, when so delivered and addressed to the parties at the addresses as follows or to such other address as the parties may specify in notice to the other(s):

Town of Wiscasset
51 Bath Road
Wiscasset, Maine 04578
Attention: Town Manager
E-mail address: manager@wiscasset.org

Pam-Ann Chewonki, LLC
P.O. Box 261
Wiscasset, Maine 04578
E-mail address: campcontact@chewonkicampground.com

7. SEVERABILITY. If any provision in this Agreement is found by a court of law to be in violation of any ordinance, statute, law or public policy, and if such court should declare such portion or provision of this Agreement to be illegal, invalid, unlawful, void or unenforceable as written then it is the intent of the parties that the rights, obligations and interest under the remainder of this Agreement shall continue in full force and effect to the extent reasonably possible. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine.

8. ENTIRE AGREEMENT; AMENDMENT. This Agreement contains the entire agreement between the parties and supersedes any and all prior or contemporaneous agreements, understandings or representations not specifically stated herein. No modification, supplement or amendment to or waiver of the provisions of this Agreement shall be effective unless in writing specifically referring hereto and signed by parties.

9. SURVEYOR PINS/MONUMENTS. Chewonki hereby agrees to allow the Town's surveyor onto Chewonki property to set the monuments referenced in the avigation easement that is transferred from Chewonki to the Town simultaneously with the execution of this Agreement. Chewonki agrees to arrange for this to occur between October 15, 2019 and October 31, 2019.

10. TOWN CONFIRMATION. The Town confirms that the avigation easement being executed in conjunction with this Agreement does not give the Town any rights to restrict the uses of the property made by the Campground other than the restrictions on the air space identified in the easement itself.

[Signature page follows.]

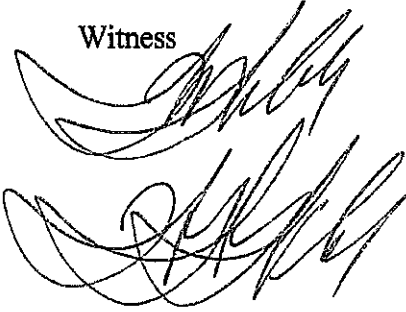
EXECUTED as of the date first set forth above.

PAM-ANN CHEWONKI, LLC

By: Ann B. Beck
Ann B. Beck, Trustee of the Ann Beck Living Trust
Its Member

By: Pamela D. Brackett
Pamela D. Brackett, Trustee of the Pamela D.
Brackett Living Trust
Its Member

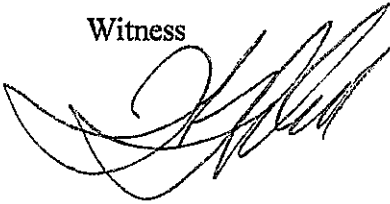
Witness

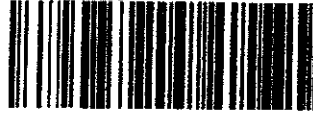


TOWN OF WISCASSET

By: J. W. O'Connell
Printed Name: JOHN W. O'CONNELL
Town Manager as authorized by the Board
of Selectmen at a meeting duly called and held on
September 4, 2018

Witness





AVIGATION EASEMENT

WHEREAS, PAM-ANN CHEWONKI, LLC, a Maine limited liability company with a place of business in Wiscasset, Maine (hereinafter "Grantor") is the owner in fee of a certain parcel of land situated in the Town of Wiscasset, County of Lincoln, and State of Maine, more particularly described as follows:

A certain parcel of land located on the southwesterly side of Chewonki Neck Road, so-called, in the Town of Wiscasset, County of Lincoln, and State of Maine, bounded and described as follows:

BEGINNING at a 5/8" rebar and cap (PLS #1323) TO BE SET in stonewall on the southerly side of Chewonki Neck Road, so-called, at land now or formerly of the Inhabitants of the Town of Wiscasset, said Town of Wiscasset land being described in deed dated September 13, 1957 and recorded in Book 540, Page 383 of the Lincoln County Registry of Deeds, said rebar being shown on a plan entitled: *Boundary Survey of Easement on property belonging to Chewonki Campground, Town of Wiscasset, Wiscasset Airport*, dated May 20, 2016, scale: 1" = 60' by McConnell & Associates, file #1613, recorded in Plan Book 111, Page 61 of said Registry (the "Plan");

THENCE South 43° 35' 27" West sixty feet (60.00') to a 5/8" rebar and cap (PLS #1323) TO BE SET;

THENCE North 46° 24' 33" West fifteen feet (15.00') to a 5/8" rebar and cap (PLS #1323) TO BE SET;

THENCE South 43° 35' 27" West ninety nine and twenty four hundredths feet (99.24') to a 5/8" rebar and cap (PLS #1323) TO BE SET;

THENCE South 46° 24' 33" East fifteen feet (15.00') to a 5/8" rebar and cap (PLS #1323) TO BE SET;

THENCE South 43° 35' 27" West one thousand four hundred forty two and sixty one hundredths feet (1442.61') to a 5/8" rebar and cap (PLS #1323) TO BE SET;

THENCE continuing South 43° 35' 27" West twenty feet, more or less (20'±) to the high water mark of Montsweag River, so-called;

THENCE in a general northerly direction along said high water mark seven hundred sixty two feet, more or less (762'±) to a point at said land of the Town of Wiscasset;

THENCE in a general northeasterly direction twenty feet, more or less (20'±) along said land of the Town of Wiscasset to a 5/8" rebar and cap (PLS #1323) TO BE SET in stonewall, a straight line tie from the last rebar described herein and said rebar being North 01° 19' 28" East six hundred eighty one and ninety hundredths feet (681.90');

THENCE North 65° 53' 42" East along said stonewall and said Town of Wiscasset land three hundred seventy eight and thirty nine hundredths feet (378.39') to a point;

THENCE North 70° 24' 08" East along said stonewall and said Town of Wiscasset land eighty seven and eighty nine hundredths feet (87.89') to a point;

THENCE North 65° 06' 38" East along said stonewall and said Town of Wiscasset land three hundred thirty eight and eighty one hundredths feet (338.81') to a point;

THENCE North 66° 21' 36" East along said Town of Wiscasset land and being partly along said stonewall East one hundred fifty three and eighty six hundredths feet (153.86') to a point;

THENCE North 66° 58' 56" East along said Town of Wiscasset land and being partly along said stonewall two hundred thirty and sixty one hundredths feet (230.61') to the point of beginning.

EXCEPTING and RESERVING the existing Avigation Easement as described in Book 726, Page 32 of said Registry.

Bearings being GRID NORTH.

Being a portion of the property described in that certain deed to Pam-Ann Chewonki, LLC dated November 29, 2007 and recorded in Book 3958, Page 28 of said Registry.

hereinafter called "Grantor's Property", and outlined on the Plan and as shown on Exhibit II attached hereto and made apart hereof;

NOW, THEREFORE, in consideration of the sum of Two Hundred Eighty Thousand Dollars (\$280,000.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby grants bargains, sells, and conveys unto the **TOWN OF WISCASSET**, a body corporate and politic organized and existing under the laws of the State of Maine, with a mailing address of 51 Bath Road, Wiscasset, Maine 04578, its successors and assigns (hereinafter "Grantee"), for the use and benefit of the public, a perpetual easement and right of way, appurtenant to the land owned by the Town of Wiscasset described in those certain deeds recorded at said Registry of Deeds in Book 536, Page 512, Book 557, Page 327, Book 540, Page 383, Book 1413, Page 271, Book 1413, Page 273 and Book 2695, Page 247, and which may hereafter be acquired by the Town of Wiscasset, utilized as the Wiscasset Municipal Airport (the "Airport Property"), for the unobstructed passage of all aircraft, ("aircraft" being defined for the purpose of this instrument as any contrivance now known or hereafter invented, used or designed for navigation of or flight in the air) by whomever owned and operated.

The location and scope of the easement and right of way herein granted is defined to include the following:

The portion of airspace above Grantor's Property, to an infinite height, which is above the

Federal Aviation Regulations (FAR) Part 77 primary, approach, and transitional surfaces of said Grantor's property as fully described by the denoted elevations in Exhibit I attached hereto. The FAR Part 77 approach surface begins 200 feet from the runway threshold and extends southwesterly a distance of 5,000 feet. The approach surface for said Runway 7 has an inner width of 500 feet and an outer width of 2,000 feet. The elevation of this surface begins at the elevation of the primary surface and extends upward and outward at a slope of 1 foot vertically for every 20 feet horizontally. The transitional surface begins at the edges of the primary and approach surfaces and extends upward and outward perpendicular to the extended runway centerline at a slope of 1 foot vertically for every 7 feet horizontally. The primary surface is 500 feet wide. Height restrictions range from 15 to 145 feet in the FAR Part 77 surfaces.

Together with the right to cause in all airspace above the surface of Grantor's Property such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused by the operation of aircraft landing at, or taking off from, or operating at or on said Wiscasset Municipal Airport.

The easement and right of way hereby granted includes the continuing right in the Grantee to prevent the erection or growth upon Grantor's Property of any building, structure, tree or other vegetation or object, extending into the airspace above the aforesaid approach and transitional surfaces or any tree or other vegetation that is within ten (10) feet of the aforesaid approach and transitional surfaces, and to top or remove trees and other vegetation and remove or demolish buildings or other structures that extend into the aforesaid approach and transitional surfaces and to remove or top trees or other vegetation that are within ten (10) feet below the imaginary surfaces, or at the sole option of the Grantee, as an alternative, to mark and light as obstruction(s) to air navigation, any such building, structure, tree, or other vegetation or objects now upon, or which in the future may be upon said property, together with the right of ingress to and egress from, and passage over Grantor's property for the above purposes;

The Grantee will give fourteen (14) days' notice to Grantor before entering Grantor's Property to exercise its rights under the foregoing paragraph. Any damages (other than the aforesaid topping of trees or removal of buildings, structures, trees or other vegetation or objects) incurred as a direct result of Grantee entering Grantor's Property or exercising its rights under the foregoing paragraph will be restored as close as practicable to pre-project conditions including, but not necessarily limited to, restoration of turf areas, landscaping, pavements, curbs, and structures.

To have and to hold said easement and right of way, and all rights appertaining thereto unto the Grantee, its successors, and assigns, until said Wiscasset Municipal Airport shall be abandoned and the Airport Property shall cease to be used for public airport purposes.

And for the consideration hereinabove set forth, the Grantor, for itself and its successors, and assigns, does hereby agree that for and during the life of said easement and right of way, it will not hereafter erect, permit the erection or growth of, or permit or suffer to remain upon Grantor's Property any building, structure, tree or other vegetation or object extending into the aforesaid prohibited airspace, and that they shall not hereafter use or permit or suffer the use of Grantor's Property in such a manner as to create electrical interference with radio communication between any installation upon said Wiscasset Municipal Airport and aircraft, or as to make it difficult for flyers of aircraft to distinguish between airport lights and others, or as to project glare or other light into the eyes of pilots, or as to impair visibility in the vicinity of the Wiscasset Municipal Airport or as otherwise to endanger the landing,

taking off or maneuvering of aircraft, it being understood and agreed that the benefits and burdens of the easement described herein and all of the aforesaid covenants and agreements shall inure to and be binding upon the respective successors and assigns of the Grantor and the Grantee and the same shall run with the land.

Grantor, for itself and its successors and assigns, retains the right to use the portion of Grantor's Property located beneath the approach and transitional surfaces for all purposes not in conflict with the foregoing provisions, including, but not limited to, use of the area as a campground and recreation vehicle site.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed under seal by Ann B. Beck, Trustee of the Ann Beck Living Trust and Pamela D. Brackett, Trustee of the Pamela D. Brackett Living Trust, its Members thereunto duly authorized as of this 24th day of April, 2019.

Signed, sealed and delivered in the presence of:

Jamie E Bland
Name:

PAM-ANN CHEWONKI, LLC

By: Ann B Beck
Ann B. Beck, Trustee of the Ann Beck Living Trust
Its Member

Jamie E Bland
Name:

By: Pamela D Brackett
Pamela D. Brackett, Trustee of the Pamela D. Brackett Living Trust
Its Member

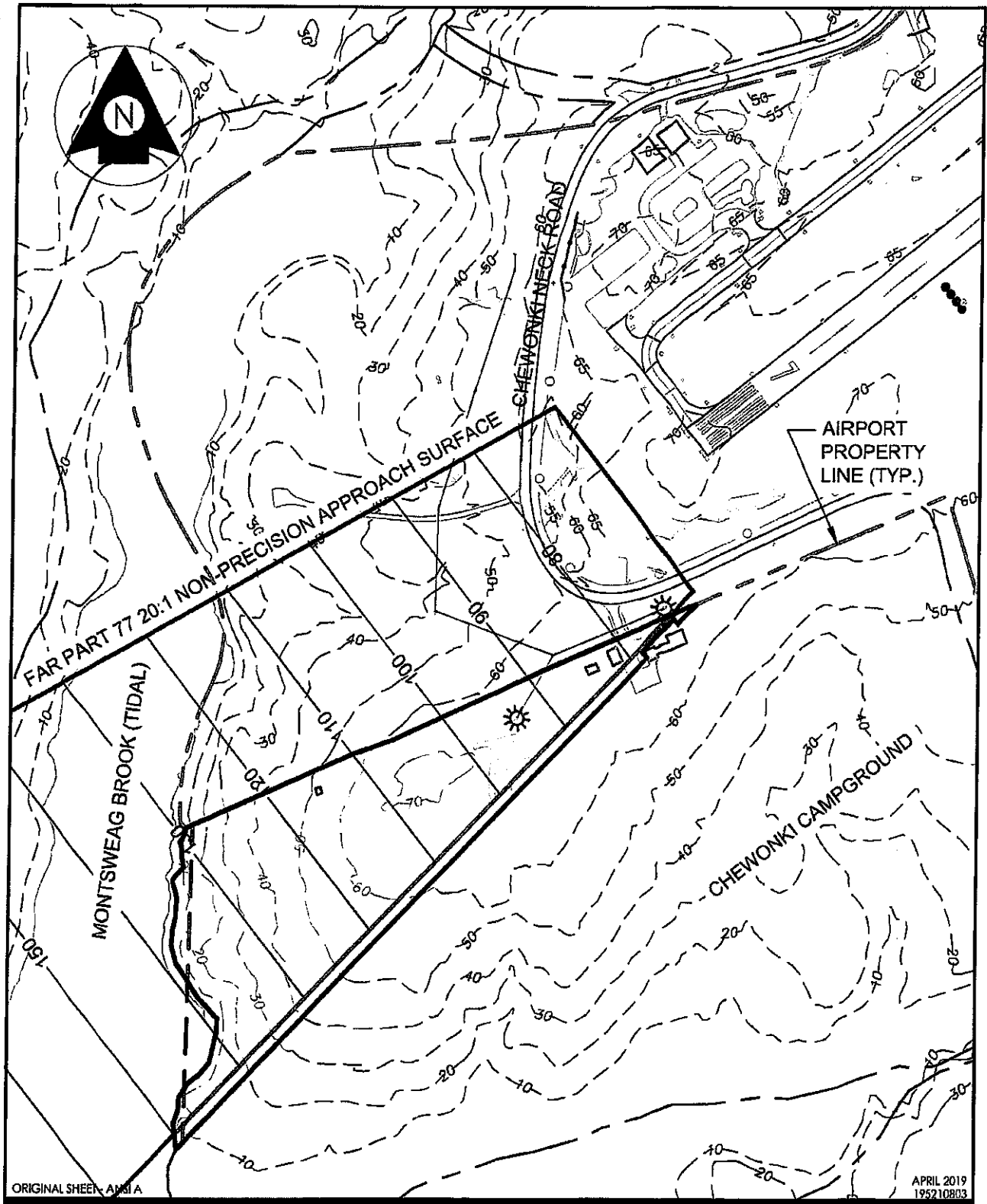
STATE OF MAINE
COUNTY OF LINCOLN, ss.

April 24th, 2019

Then personally appeared the above-named Ann B. Beck, Trustee of the Ann Beck Living Trust and Pamela D. Brackett, Trustee of the Pamela D. Brackett Living Trust, the Members of Pam-Ann Chewonki, LLC as aforesaid, and acknowledged the foregoing instrument to be their free act and deed in their said capacity and the free act and deed of said limited liability company.

Before me,

William M. Wright
Notary Public / Attorney-At-Law
Print name: William M. Wright
My commission expires: _____



ORIGINAL SHEET: ANN A

APRIL 2019
195210803

Client/Project

WISCASSET MUNICIPAL AIRPORT

Wiscasset, Maine

Figure No.

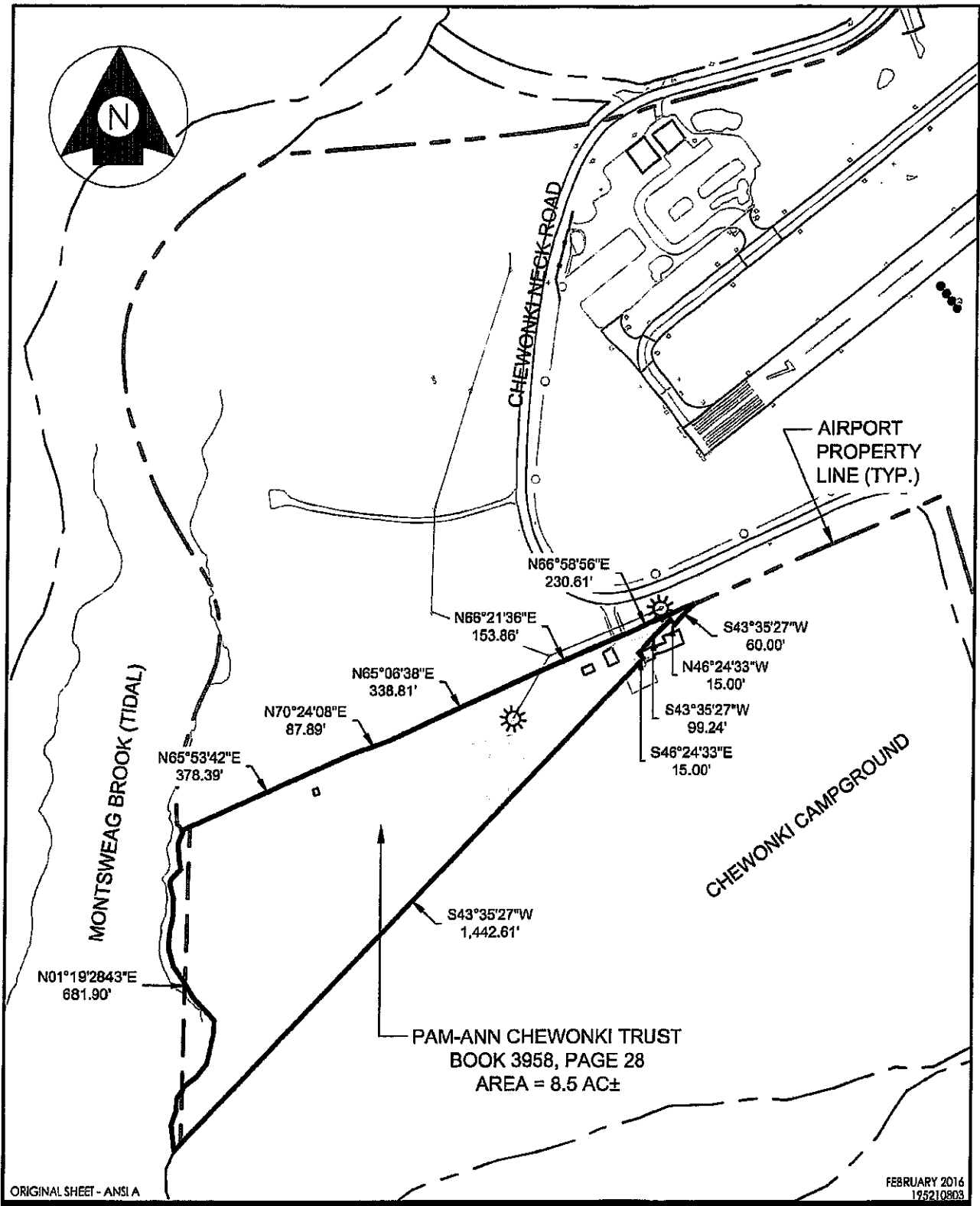
EXHIBIT I

Title

PAM-ANN CHEWONKI TRUST
CHEWONKI NECK ROAD
MAP R-9, LOT 6



Stantec



Client/Project

WISCASSET MUNICIPAL AIRPORT

Wiscasset, Maine

Figure No.

EXHIBIT II

Title

PAM-ANN CHEWONKI TRUST
 CHEWONKI NECK ROAD
 MAP R-9, LOT 6