

WISCASSET SELECT BOARD,  
TAX COLLECTORS AND OVERSEERS OF THE POOR  
JUNE 4, 2019

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

Kathy Martin-Savage asked to dedicate the meeting to Bob Blagden whose term on the board is ending. She thanked him for his service to the board and the town and presented him with a gift and flowers for Mrs. Blagden. Judy Colby also thanked him for his service and said he would be missed; Ben Rines, Jr. said it was a pleasure working with him.

2. Approval of Treasurer's Warrants

- a. **Kathy Martin-Savage moved to approve the payroll warrants of May 24 and 31, 2019. Vote 5-0-0.**
- b. **Kathy Martin-Savage moved to approve the accounts payable warrants of May 28 and June 4, 2019. Vote 5-0-0.**

3. Approval of Minutes

**Kathy Martin-Savage moved to approve the minutes of May 21, 2019 as amended. Vote 5-0-0.**

4. Special Presentations and Awards – none

5. Committee Appointments

**Ben Rines, Jr., moved to approve the appointment of Phil DiVece to the Historic Preservation Commission. Vote 5-0-0.**

6. Public Hearings – none

7. Public Comment

Freda Gordon introduced her daughter Elizabeth, a high school student, who spoke on the benefits of the Girl Scout program to the scouts and to the town. She asked that the Scout Hall not be closed.

Michelle Blagden, a Girl Scout leader for eight years of 6<sup>th</sup> and 7<sup>th</sup> grade girls, who spoke on the advantages of the scout program and listed the many activities of the scouts which benefit the town and needy families at Christmas. She said the scouts clean up the trash downtown, visit nursing homes at Christmas and donate to the animal shelter. She also asked that the Scout Hall not be closed.

Harbormaster Ray Soule said there are seven moorings at the dump site which could be sold individually for from \$250 to \$400. The matter will be on the next agenda.

8. Assessors' Business – Ellery Bane, Assessors' Agent

a. Bane said that six lots which had been foreclosed by the town had been sold by the previous owner. A title search revealed that the new owners did not actually own the properties which were under foreclosure. The properties were assessed, and bills were sent in error to the new owners. Bane asked approval for abatements for these properties. **Judy Colby moved to approve the following abatements recommended by Assessors' Agent Ellery Bane:**

- Mathew A. Harkins, Map R01, Lot 37-D \$930.58 (2018 tax)
- Ronald Gonyou, Jr., Map R01, Lot 37-D, \$771.04 (2017 tax)
- Ronald Gonyou, Jr., Map R01, Lot 37-D, \$769.99 (2016 tax)
- Ronald Gonyou, Jr., Map R01, Lot 37-F, \$1,096.76 (2018 tax)
- Ronald Gonyou, Jr., Map R01, Lot 37-F, \$1,174.38 (2017 tax)
- Ronald Gonyou, Jr., Map R01, Lot 37-F, \$368.59 (2016 tax)

**Vote 5-0-0.**

b. Supplementals: **Bob Blagden moved to approve the following tax supplementals as recommended by Assessors' Agent Ellery Bane:**

- Mathew A. Harkins, Map R01, Lot 37-D, \$803.51 (2018)
- Mathew A. Harkins, Map R01, Lot 37-D, \$771.04 (2017)
- Mathew A. Harkins, Map R01, Lot 37-D, \$769.99 (2016)

**Vote 5-0-0.**

9. Department Head or Committee Chair:

a. Code Enforcement Officer, Bruce Mullins - Albert and Starr Pinkham-Request for extension for compliance: Mullins said the Pinkhams have several unregistered vehicles on their property without an Automobile Junkyard/Graveyard permit. A notice to bring the property into compliance by May 17, 2019 was sent, and the Pinkhams have asked for an extension because Mr. Pinkham was in the hospital and unable to comply. Mullins said the problem has been going on for years. Ben Rines, Jr. said that 19 years ago, the Pinkhams' violation was turned over to an attorney and they were subsequently found in violation of a court order. After discussion, **Ben Rines, Jr., moved to instruct the Town Manager to have the Town Attorney do whatever is necessary to bring the property into compliance. Vote 3-1-1** (Martin-Savage opposed; Blagden abstained). O'Connell said he would contact the attorney for legal advice and the DEP for any possible assistance and will report back to the board.

b. Public Works Director Ted Snowden – Scout Hall Update: Snowden said the problems at the Scout Hall have been corrected. The Girl Scouts use the upstairs currently, the Boy Scouts in the past have used the downstairs; however, there are no Boy Scouts using the hall now. There were questions regarding who notifies the Town that the hall is being used, who gets permission to use the hall, who has keys, and who is covered on insurance. Kim Andersson asked that an inventory of all Town-owned buildings and the use of each be made. Kim Dolce presented a letter to the board from Wendy Donovan who summarized the use of the Scout Hall by many groups in the Midcoast and its value to the various troops for spa days, babysitting classes, Gold and Silver award training as well as meetings and its use by adults for leadership training, and first aid courses.

10. Unfinished Business

a. Fourth of July Parade Update – Kim Andersson: The theme for the parade will be Yankee Doodle Dandy. There will be the same parade categories as last year with ribbons for first, second and third prizes. This year there will be three cash prizes for the overall best entries – First -\$100, second - \$75 and third - \$50. If funds cannot come out of the events category, there will be fund raisers. Names for the grand marshal were discussed. Breakfast at the Fire Department at 6 a.m. is being discussed and Andersson asked that the Chief of Police and the Town Manager clear the parade route with MDOT. Ben Rines, Jr., said the ultimate choice of the grand marshal is the board's. Wiscasset Ford will be contacted for a convertible for the grand marshal.

b. Tax Acquired Property Update-Vernice Boyce: The Treasurer provided the board with a list of five tax acquired properties with her recommendation on their disposition:

<u>Account</u>	<u>Name</u>	<u>Description</u>	<u>Value</u>	<u>Recommendation</u>
2066	Adams, Shannon	Mobile home	\$11,400	Put out to bid
2621	Wahlstrom, Gage	Mobile home	9,800	Put out to bid
2055	Dutton, David	Mobile home	36,500	Deceased, leave until Mother's place fore-closes in March 2020
727	Jones, Susan	House and .77 acres	123,500	Realtor (taxpayer in Nursing home)
117	Powell Colleen	shed and 2.42 acres	29,000	List with realtor

Boyce provided a brief history of each account. The board was in favor of the recommendation on account's 2066, 2621 and 117. She said the mobile home (Account 2055) was on property which will foreclose in March 2020 and in addition there is a reverse mortgage on the mother's property. Boyce recommended that this account be referred to an attorney. Account 727 will also be referred to an attorney because house is occupied by squatters not on the deed.

c. Audit Update – Fred Brewer: Brewer said cash on hand the previous year (2017) was \$1.7 million and in 2018 \$1.2 million. The accounts receivable were \$1.3 million and taxes due \$1.4 million. He said the total cash expenses are approximately \$14 million and there is only one month of cash on hand. He summarized the fund balance - restricted \$1,437,721.55; assigned \$75,293.92; unassigned \$333,632.12. He asked that the representation letter be signed acknowledging receipt of the information. Judy Colby asked when the current audit would be ready, and Boyce said the town side of the audit will be completed before commitment. **Judy Colby moved that O'Connell sign the letter. Vote 5-0-0.** In response to a question on the fund balance, Brewer said two months would be recommended.

d. Hesper and Luther Little Project update – Bill Gemmill: Gemmill said \$625 had been raised for the permanent display of the Hesper artifacts now at the landfill; \$2,000 is needed and has been pledged. There are two wooden pieces 18 feet long and cast-iron davits, bollards and cleats. The site selected will be the side of the harbormaster's shed facing the yacht club and the artifacts will be in a wooden case. The Maine State Prison workshop will construct the display case, the Town of Wiscasset will transport the iron pieces to Machinery Services for sandblasting. The sandblasting will be free, only the cost of the sand will be needed. He asked the board for use of Town personnel, truck and two trailers to move the wooden pieces to the Maine State Prison and to move the iron pieces to Ken Boudin. **Kim Andersson moved to authorize the town to move the cast iron pieces to the Maine State Prison and**

**the wooden pieces to the sandblaster and reimburse the sandblaster for the cost of the sand.** Susan Blagden asked that the Historic Preservation Commission review the project before approval. Kim Andersson asked that the Waterfront Committee also review the plans. Gemmill said the project will create more reason to come to town. Judy Colby said that she would like to see the MDOT project completed and then make plans for the waterfront. The Certificate of Appropriateness will be necessary as well as determining the cost of the sand. The sandblasting and transporting can be done while waiting for the MDOT completion of the Route 1 project. **Vote 5-0-0.**

e. Sewer Rate Increase – Set effective date: O’Connell said that the billing dates are staggered with three-month bills sent out in three consecutive months. **Kathy Martin-Savage moved to set the date of July 1, 2019 for the increase of books 1, 2 and 3. Vote 5-0-0. Ben Rines, Jr., moved effective June 5 to increase the camper fees to \$25, and the septage fee to 15¢. Vote 4-1-0 (Andersson opposed)**

## 11. New Business

### a. New Business Licenses

- Laura Bryer, DBA Coastal Clean by Laura B
- Jessica Deshiro and Gabe McCoy, DBA Mammy’s Bakery
- Carolyn Adams, DBA Stage Left Photography
- Lincoln County Dental, LLC

Kim Andersson asked what the procedure was regarding business licenses, as one of the businesses is already open. John O’Connell said he is working on a cover sheet for the process of applying for a business license including all approvals needed. Bob Blagden said the town was remiss in checking on taxes paid before issuing the license. Kim Dolce volunteered to help with designing a form. **Kathy Martin-Savage moved to approve the business licenses. Vote 5-0-0.** In response to a question from Dick McLane, O’Connell said a copy of his application with date of approval will be available from the office.

b. Scholarship expenditure approval for 2019 General John and Mrs. Jeannette French scholarship and the 2019 Lawrence B. Haggett Memorial Scholarship: **Ben Rines, Jr., moved to expend \$500 from the Lawrence B. Haggett Memorial Scholarship Fund and \$1,000 from the General John and Mrs. Jeannette French Scholarship to two Wiscasset High School students who meet the scholarship’s criteria. Vote 5-0-0.**

### c. Quit Claim Deeds:

- Eddy, LLC, Map U11, Lot 001C
- Travis Whitney, Map R07, Lot 0039-014
- Kenneth Chapman, Map U18, Lot 005D
- Samuel and Ruth Leighton, Map U07, Lot 0039-009

**Judy Colby moved to approve the above quit claim deeds. Vote 5-0-0**

d. Sewer Abatement Request – Samuel Patterson: The abatement request was not received in the specified time for an abatement. **Ben Rines, Jr., moved to deny the abatement. Vote 5-0-0.**

e. Review of Waterfront Pier Policy: O’Connell has begun reviewing the policy and has recognized some changes that need to be made such as application dates, safety concerns, parking, and he recommended that the policy changes be made in the fall. He will be discussing safety concerns, signs, etc. with the

Waterfront Committee. He suggested that if the committee does not want a vendor to return, notification should be made at the end of the season rather than after an application is received in the spring. Susan Robson said the committee is beginning next week on a draft of the pier policy and will have a draft for the Town Manager by November.

There was discussion regarding the Pier Beer application, which was received by the Select Board, although the vendor did not have a liquor license, and confusion over whether the Waterfront Committee had denied the application. Judy Colby said the Waterfront Committee had neither accepted or denied the application and the Select Board could not proceed without a liquor license. Ben Rines pointed out that the deadline for applications had passed. Jim Kochan said he had concerns about liquor at the pier, particularly when the food vendors will close by 8 p.m. and to serve beer after that time would be contrary to state law. He also had concerns about the nearby residents and their security. John O'Connell will talk with the applicant to clarify any misunderstanding. Ben Rines, Jr., said a public hearing on the liquor license will be required.

## 12. Town Manager's Report

a. Emergency repairs to Pump Station #9 and Scum Pump for Wastewater Treatment Plant. O'Connell said the repairs were authorized under the Policy allowing exemption from the bid process in emergency situations.

b. Brownfields Qualified Environmental Professional recommendation: O'Connell said after the interviews on May 15, he recommended Ransom Consulting Engineers be granted the contract for cleanup of the Mason Station Ash Ponds. He said the engineers were familiar with Mason Station and were less expensive. **Kathy Martin-Savage moved to accept the proposal from Ransom Consulting Engineers for cleaning ash ponds at Mason Station.** O'Connell said there is a grant for \$400,000 and Ransom will help the town in obtaining further grants for the balance of the project. **Vote 5-0-0.**

c. MDOT Project Update: No report. The scheduled meeting was cancelled and was rescheduled for June 5.

d. Recycling Changes – see Flyer: O'Connell said because of the increase in tipping costs, recycling can reduce the costs from \$125/ton to \$75/ton by separating out recyclable items. The recyclables will go to the county and will avoid the tipping costs. The change will start as of July 1. In response to a question regarding an increase in county taxes if the recyclables are picked up by the county, O'Connell said it shouldn't cost more because the transportation costs wouldn't increase. **Judy Colby moved to authorize July 1, 2019 as the start date for the new recycling program.** Ben Rines, Jr., asked about the penalty of \$2 per bag, O'Connell said the charge would probably not take place for six months. Rines said the new rules will really slow down the process at the transfer station. **Vote 5-0-0.**

e. Marijuana Moratorium Expiration: to be addressed later.

f. O'Connell said after the June 11 election, the chairman will be appointed. He also said the office would close at noon on June 27 to close the fiscal year.

O'Connell said that Claudia Sortwell had asked that spaces on the pier be reserved for the farmers' market on the days when the market operates – Thursdays from 3 to 6. O'Connell will check whether she expects the town to put up cones reserving the spaces, or whether the vendors will put them up.

O'Connell said that respect for Town employees is lacking and he does not expect employees to put up with verbal or physical abuse. He said there is no reason employees should be targets and he expects employees to have a safe environment and respect. He will advise the board of any incidents that occur in the future.

An organizational meeting will be held on June 13 at 5 p.m.

### 13. Other Board Business

At 8:40 p.m., **Judy Colby** moved to enter executive session pursuant to 1 M.R.S.A. § 405 (6)(A). **Vote 5-0-0.**

At 8:50, **Ben Rines, Jr.**, moved to exit executive session. **Vote 5-0-0.** **Kathy Martin-Savage** moved to hire **John O'Connell** as permanent Town Manager for one year with an option for a second year. **Vote 5-0-0.**

John O'Connell thanked the board. Ben Rines, Jr., said he was glad John was on board and the Town was moving in the right direction.

### 14. Adjournment

At 9 p.m., **Ben Rines, Jr.**, moved to adjourn the meeting. **Vote 5-0-0.**

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**Town of Wiscasset**  
May 2019  
Monthly Reports





# Town of Wiscasset

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## AIRPORT REPORT

**To:** John O'Connell, Town Manager  
**From:** Rick Tetrev, Airport Manager  
**Re:** May Monthly Report  
**Date:** June 12, 2019

**Re: Airport Monthly Report, May 2019**

Activity for the month of May 2019, as reported by the G.A.R.D. system (Airport Invisible Intelligence System), totaled 483 operations. In a comparison of 2018 there is a difference of 37 operations, with 2018 having 446 operations. The trend for 2019 is slightly higher than 2018. KIWI's G.A.R.D. system is having issues and will need to be replaced in the future. The replacement will be \$4,500.00.

Sale of 100 LL Aviation Gas has picked up considerably since April. Not only do we have our aviation business, there is great demand for aviation gas for antique cars, motorcycles, boats and small engines such as generators and lawn equipment. Sale of 100ll Aviation Gas was 3,350 gallons for a gross revenue of \$16,379.86 dollars. Sale of Jet-A was 245 gallons for a gross revenue of \$951.11 dollars. Aviation fuel on hand as of today's date June 12, 2019 is 2606 gallons and Jet A is 2781 gallons. We will purchase both types of fuels prior to the end of the fiscal year on June 30.

In March, KIWI had 14 aircraft that were housed for one night or more, either on the ramp or in a hangar. From those 14 aircraft we collected \$4,170.00 in fees and sold \$2,781.70 dollars of 100ll aviation fuel.

The Budget year is at 79.78% expended and 66.96% collected.

- Note: These figures do not reflect fuel sale at this point. At the end of the fiscal year fuel sales transfer into "Special Reserve" will be transferred into the final accounting.

### **Special Events at Wiscasset Airport:**

On June 15<sup>th</sup> there will be a Celebration of Life for long time member of the Wiscasset Airport community who passed away this winter from cancer. It will begin at 1pm at 165 West Alna Road in Wiscasset. His daughters said it will be an informal potluck/cookout type of event with the grill fired up. Come join us and his family for a tribute to this man who is dearly missed.

Respectfully submitted,

*Rick Tetrev*





# Town of Wiscasset

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## TOWN CLERK REPORT

**To:** John O'Connell, Town Manager  
**From:** Linda Perry, Town Clerk  
**Re:** May Monthly Report  
**Date:**



# Town of Wiscasset

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## CODE ENFORCEMENT REPORT

**To:** John O'Connell, Town Manager  
**From:** Bruce Mullins, Code Enforcement Officer  
**Re:** May Monthly Report  
**Date:** June 3, 2019

### May 2019 Activity Report:

#### **Building Permits:**

River Point Road	New Home
Huntoon Hill Road	New Garage
Beechnut Hill Road	New Garage
Birchpoint Road	Shed
Water Street	Building Improvements
Huntoon Hill Road	Horse Barn
Gardiner Road	Used Mobile Home
Fort Hill Street	Bathroom Remodel

#### **Plumbing Permits:**

River Point Road	Sub Service Waste Disposal
Gardiner Road	Internal Plumbing
Federal Street	Internal Plumbing
Pleasant Street	Internal Plumbing

#### **Sign Permits:**

Water Street Kitchen and Bar  
Mammy's Bakery  
Twin City Lock and Key

#### **Other Projects:**

Chewonki Foundation- check on their new duplex and advise  
Chewonki Campground- check on building information- must meet FAA regulations  
Review Pier Policies with John O'Connell  
Letter to a home owner on Water Street concerning possible lead paint chips  
Letter to a home owner on Bradford Road questioning waste disposal system  
Letter to a home owner on Gardiner Road question building permits, O.K.  
Letter to Tony Colby thanking him for the cleanup work he has done  
Waiting on COA applications for signs at the pottery shop, Mammy's Bakery, Salty Dog pet grooming, Village Bistro



# Town of Wiscasset

## EMS/EMA REPORT

**To:** John O'Connell, Town Manager  
**From:** Dennis Simmons, EMS/EMA Director  
**Re:** Monthly Report  
**Date:** June 3, 2019

For the month of May Wiscasset Ambulance responded to the following:

Wiscasset	34	72.34%
Dresden	9	19.15%
Westport Island	3	6.38%
Edgecomb	1	2.13%
	<b>Total: 47</b>	<b>Total: 100.00%</b>

Treated - Transported	34	72.34%
Patient Treated - Refused Transport	5	10.64%
Patient Evaluated, No Treatment/Transport Required	3	6.38%
No Patient Found/Contact	2	4.26%
Assist - Public	1	2.13%
Intercept	1	2.13%
Patient Refused Evaluation/Care (Without Transport)	1	2.13%
	<b>Total: 47</b>	<b>Total: 100.00%</b>

We responded to one mutual aid call for Boothbay Regional to intercept and provide a paramedic. WAS did not require mutual aid for the month. We turned down one transfer from Miles to Maine Medical for lack of crew.

WAS, along with WFD participated in an emergency drill sponsored by Maine Yankee.

EMT Matt Dillenbeck has completed his required orientation is now cleared to be scheduled for shifts. We are continuously recruiting new providers, but the local pool is fairly shallow.

The Town of Woolwich has voted to take over EMS in their town, which is currently being provided by North East Mobile Health. NEMH informed the town they were no longer interested in the relationship. I have met with the Woolwich Fire Chief and Deputy Chief and we have agreed to establish a working mutual aid relationship.



# Town of Wiscasset

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WAS now has an online learning management system. Providers are able to use this system to help them obtain some of the necessary education hours required by the state and/or national registry to maintain their knowledge base and licenses. Other required courses also include annual safety training, sexual harassment training, HIPAA and Medicare compliance training. The system is customizable so that WAS management can create department specific training, such as policy courses. While hands-on training is vital and will still be required, the online system is efficient and available to providers from any computer, anywhere. It also helps to improve communication and cuts down on meetings.

Despite the enormous challenge in staffing, we are still running under budget for the year.

I wish to thank Chief Hesseltine and the members of the Wiscasset Police Department for their assistance on calls in Wiscasset. As the administrator of the EMS department it is a comfort to me knowing that our crews are being looked after and kept safe.



# Town of Wiscasset

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## FIRE DEPARTMENT REPORT

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



# Town of Wiscasset

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## Wiscasset Police Department

To: John O'Connell, Town Manager  
From: Lawrence Hesselstine, Wiscasset Police Chief  
RE: May Monthly Report  
Date: June 3, 2019

May was very busy month for the Police Department. Our coverage gaps are 2am to 7am Sunday through Saturday and Saturday day shifts. Reserve Officer Thomas Hoepner was able to return to work for one shift and then went out again. He ended up at MMC having surgery. He is not available for shift coverage until further notice. Reserve Officer Emily Christiansen is no longer able to cover Saturday day shifts, we have been filling them with over-time and/or if no one is available to cover Lincoln County Sheriff's Office takes calls for service. *(It should be noted that when LCSO is taking calls in Wiscasset they are responding from outside of Wiscasset. They do not have a patrol unit assigned to Wiscasset and conducting routine patrol.)*

I want to reiterate; we don't have the flexibility with part-time staff who have full-time jobs elsewhere. I believe we as a department need to be looking at future growth to meet the growing needs/demands on the police department. The addition of 2 full-time Officers would allow for consistent pro-active 24/7 coverage. The department continues to rely on part-time staff for 55 hours a week coverage. During the month of May, part-timers covered on averaged about 20 hours a week, leaving the remaining 35 hours filled by over-time or LCSO. Again, these part-timers all have full-time jobs elsewhere making the police department a "secondary priority," leaving us struggling to provide coverage.

### Vehicle repairs: Wiscasset Ford

- 109 went in for its annual inspection. It required some front-end work totaling \$522.85.
- 108 went in because of a noise in the rear-end. Wheel bearings were replaced and with other items found totaling \$1042.49

The department continued its involvement with the DARE Program and is continually receiving positive feedback from the community regarding the program. We are continually looking to be involved in community events and being out in the public on a positive note.

The Police department responded to 846 calls for service during the month of May.

Officers responded to 12 motor vehicle accidents.

Officers conducted 205 motor vehicle stops and issued 56 traffic citations

### Arrests were made for the following:

- 6 for Violating condition of release
- Operating without a license

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May 2019 Monthly Report



# Town of Wiscasset

## Police Report

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- 2 Aggravated trafficking of scheduled drugs
- Operating while license suspended or revoked-OUI
- 4 OUI (alcohol)
- 2 Criminal speed 30+ mph over speed limit
- Passing stopped school bus
- Possession of marijuana
- 2 Failure to register vehicle
- Assault
- Probation violation
- Warrant Arrest

Year to Date (5/31/19) calls for service are **3118** compared to **2452** for the same time period in 2018, an increase of **27%**.

In May we made a total of **29** arrests bringing our year to date total to **101** Arrests. May of 2018 the department made 12 arrests, and previous year to date totals are **42** for the same time period in 2018 and **33** in 2017. The Department continues to increase, we are currently **172%** more arrests than the average arrests of the past 2 years.

Larry Hesseltnine  
Chief of Police



# Town of Wiscasset

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## PUBLIC WORKS DEPARTMENT

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

### **Operations:**

In addition to our daily routine:

- Ditched and repaired the dirt section of Langdon Rd.
- Took down the old fence at Greenlawn Cemetery in preparation for the new fence going up this month.
- Repaired 20 plus grave stones in Evergreen cemetery.
- Installed a wheelchair ramp at the recreation pier.
- Ditched the shoulders of the Fowles Hill road.
- Rebuilt the catch basin on pleasant street.
- Launched and repaired the float at the Ferry Landing.
- Repaired numerous wash out throughout the town do to the rain we had.
- Also still keeping up with pot holes.
- Added bark mulch to shrubs at town office, pressure washed the memorial in prep for Memorial Day. Also seeded the bad areas in the lawn.
- Opened up bathrooms on water front and had them painted.
- New road signs on Huntoon and Bradford road.
- Finished up all needed safety training.
- Still keeping up with all the ongoing maintenance on all town owned buildings.
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I would also like to mention the hard work and dedication of our Public Works crew.

### **Financials**

The budget is 87.53% spent. We should be good through the end.

To conclude, all is well within the Department.

Respectfully,  
Ted/crew





# Town of Wiscasset

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## PARKS AND RECREATION DEPARTMENT

**To:** John O'Connell, Town Manager  
**From:** Lisa Thompson, Parks & Recreation Director  
**Re:** May Monthly Report  
**Date:** June 11, 2019

### Program Updates & Community Events

- 1<sup>st</sup> Annual Mother Daughter Tea Party held May 8<sup>th</sup> - sold out crowd.
- Baseball season got off to a rough start with lots of rain out; successful opening day where fun was had by all.
- April 4 Miler canceled due to low enrollment; we are going to try to re-invent this event.
- Unsinkables swim team finished up their season and celebrated with a big family pot luck dinner and awards.
- April vacation camp was well attended with 21 children participating.

### Coordination Meetings & Professional Development

- Team Meeting (1).
- Attended budget meetings public hearing on budget, CIP items and warrant
- Meet with WMHS Seniors and class advisor to plan Project Graduation
- Met with Cooper-DiPerri scholarship committee, awarded over \$5000 in scholarships for summer camp and memberships
- CACFP- our federally funded food program- audit took place May 15<sup>th</sup> and we did very well.
- Meeting with Bob M and Andy Bezon from Mid Coast Conservancy to discuss applying for grants to upgrade trails and possible work on Montsweag Dam Preserve. Site walks planned for June.

### Revenue:

- May revenue: \$31,400.56
- May 2018 Revenue: \$49,110.00
- **-\$17,770 from last year**
- Revenue to date: (June 11): \$371,621.00 (**\$78, 379 to meet projected revenue**)

### Director's Notes:

The Community Center is sad to learn about the passing of longtime friend and charter member, Phil Withee, who passed away in early June from cancer. Our condolences to his wife, Ginny and his family. Phil was one of the very first members of WCC and has been a strong supporter of our department for over 20 years. We will miss seeing Phil each day at the community center, having coffee and "solving the problems of the world" with his good friends.



# Town of Wiscasset

## TRANSFER STATION

**To:** John O'Connell, Town Manager  
**From:** Ron Lear, Transfer Station Superintendent  
**Re:** May Monthly Report  
**Date:** June 11, 2019

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

Type of Material	Tons	Cost/Ton
Municipal Solid Waste (Trash)	197.54	-\$70
Demo	80.33	-\$70
Single Stream	20.17	+\$125
Metal	31.48	+\$130
Computers / TV	5386 lbs.	+\$15/lbs
Brush/Lumber	96	-\$35
Organics for Compost	2,600 lbs.	0
Mixed Copper/Alum/Lead	320 lbs.	+\$96/lbs.
Shingles	23.22	-\$60
	0	-\$0
Cardboard	0	+\$60

We also recycled 19 bales of cardboard.

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

Types	Revenues:
User Fees	\$7,410
Computers	\$ 0
Metals (Light iron, batteries, mixed copper)	\$ 0
Cardboard	\$ 0
	\$ 0

**Operations:** The 1<sup>st</sup> Webber removed 1 load of grey water and we moved 3 yds. of inert fill. On the 2<sup>nd</sup> we sold 320lbs of mixed metal. 8<sup>th</sup> we moved 3yds of inert fill. 9<sup>th</sup> County picked up 60 yds. Of leaves and we recycled 80 lbs. of lead acid batteries. 10<sup>th</sup> we had an inspection from Safety Works. 16<sup>th</sup> Webber picked up a load of grey water. 17<sup>th</sup> Dirigo Waste oil cleaned our waste oil furnace and Maine Scale came and calibrated the scales. 18<sup>th</sup> N. Coast picked up 12 gaylords of TV/ Computer items. 21<sup>st</sup> Moved 3yds of inert fill. 24<sup>th</sup> moved 2 yds. of inert fill and ordered the new Recycling flyers. 30<sup>th</sup> 3yds of inert fill moved and delivered copies of the new recycling flyer to Alna and Westport town offices.

**Expenses & Revenues:** Expenses are at 87.21% spent and the Revenues are at 86.47% collected

JANET T. MILLS  
*Governor*



LAURA A. FORTMAN  
*Commissioner*  
MICHAEL ROLAND  
*Director*

05/29/2019  
Row ID 437971  
Visit # 235132

Mr. Ron Lear  
Town of Wiscasset  
78 Fowle Hill Road  
Wiscasset, ME 04578

Dear Mr. Lear:

In response to your request, Adela Cifelli conducted an Initial Safety visit at your facility on 05/10/2019. Congratulations on having no hazards found during the visit of your workplace.

We look forward to hearing from you concerning our visit. Along with this report is a survey/questionnaire we encourage you to complete and return. This information will assist us in evaluating the services we provide to employers.

We encourage you to inform your employees of any action you take. This knowledge will help them to do their part in maintaining a safe and healthful workplace and it will let them know of your concern for their welfare.

Thank you for seeking our assistance. If you need additional information, we encourage you to contact us.

Sincerely,

Michael LaPlante,  
Program Manager



# Town of Wiscasset

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## TOWN TREASURER REPORT

**To:** John O'Connell, Town Manager  
**From:** Vernice Boyce, Town Treasurer  
**Re:** May Monthly Report  
**Date:** June 10, 2019

**Credit card receipts:**

Over the counter: \$18,309.38  
Transfer station: \$699.00  
Boat excise: \$64.60  
Vehicle registration excise: \$8,288.42  
Airport: \$16,510.59  
Parks & Recreation: \$10,871.10  
Tax payments: \$3,911.03  
EMS payments: \$11,063.82

**Interest earned on checking:** \$3,673.22

**Budget:** The Finance Department, as of May 31, has spent 87.68 % of its budget; we are 91.67% through our current fiscal year.

**Bank Account Balances:**

Town operating \$ 2,042,350.84  
INFORME Debit/credit account \$ 8,078.08  
School Checking: \$638.98

**Transfers to the school:** \$509,500.00

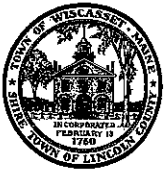
Pre-audit field work was been completed on June 6th by our auditors, William Brewer & Co. I am hoping to schedule the audit the first week of August, same as last year. Early in July, we should start the Tax Anticipation Note process, although we did not draw from the TAN for this fiscal year.



# Town of Wiscasset

YEAR AND TYPE OF TAX	OUTSTANDING		
120-16 2016 REAL ESTATE TAXES	1,781.17	Abatement request 6-18-19	
120-18 2018 REAL ESTATE TAXES	520,316.54		
<b>TOTAL UNLIENED REAL ESTATE</b>	<b>522,097.71</b>		
125-09 2009 PP TAXES	406.04	Abatement request 6-18-19	
125-10 2010 PP TAXES	185.67	Abatement request 6-18-20	
125-13 2013 PP TAXES	1,513.08		
125-14 2014 PP TAXES	2,006.72		
125-15 2015 PP TAXES	1,940.12		
125-16 2016 PP TAXES	2,374.29		
125-17 2017 PP TAXES	5,254.68		
125-18 2018 PP TAXES	3,614.50		
<b>TOTAL PERSONAL PROPERTY</b>	<b>17,295.10</b>		
		<b>MASON STATION</b>	
128-16 2016 TAX ACQUIRED REAL ESTATE			7,890.01
128-18 2018 TAX ACQUIRED REAL ESTATE	3,827.90		
<b>TOTAL REAL ESTATE NOT LIENED TAX ACQUIRED</b>	<b>3,827.90</b>		<b>7,890.01</b>
		<b>MASON STATION</b>	<b>FERRY ROAD DEV</b>
129-07 2007 TAX ACQUIRED LIENS	-	103,862.81	-
129-08 2008 TAX ACQUIRED LIENS	155.04	87,739.04	-
129-09 2009 TAX ACQUIRED LIENS	164.73	93,313.83	-
129-10 2010 TAX ACQUIRED LIENS	168.72	92,417.12	16,660.36
129-11 2011 TAX ACQUIRED LIENS	413.97	94,611.94	17,054.35
129-12 2012 TAX ACQUIRED LIENS	588.30	8,116.95	17,898.63
129-13 2013 TAX ACQUIRED LIENS	599.40	6,831.54	-
129-14 2014 TAX ACQUIRED LIENS	629.00	7,168.90	-
129-15 2015 TAX ACQUIRED LIENS	606.80	6,915.88	-
129-16 2016 TAX ACQUIRED LIENS	2,752.60	-	-
129-17 2017 TAX ACQUIRED LIENS	3,673.21	-	-
<b>TOTAL TAX ACQUIRED LIENS</b>	<b>9,751.77</b>	<b>500,978.01</b>	<b>51,613.34</b>
		<b>TAP LAND AGREEMENTS DUE BY 8-25-19</b>	
130-16 2016 TAX LIENS	2,613.57	MARY LEE ABBOTT TAP #1790	12,841.23
130-17 2017 TAX LIENS	111,337.00	KYMBERLY DELANO TAP #944	8,227.53
<b>TOTAL TAX LIENS</b>	<b>113,950.57</b>	CODY HAGGETT TAP #1582	1,666.35
		WOJTEX RZYCKI TAP #977	5,215.94
OUTSTANDING COLLECTABLE	666,923.05	ROBERT ROBERTS TAP #34	1,124.30
OUTSTANDING MASON STATION & FERRY ROAD DEV	560,481.36	LOIS KONVALINKA TAP # 1289	11,662.98
	<b>1,227,404.41</b>	RAYMOND FRANZEN TAP #789	86,293.67
		MARION ASDOT TAP # 966	1,792.91
120-19 2019 REAL ESTATE TAXES	(10,728.87)	KEITH HUNTER TAP #655	7,953.05
125-19 2019 PP TAXES	(0.04)	DENNIS GAUTHIER TAP # 502	500.34
<b>TOTAL PRE-PAID TAXES</b>	<b>(10,728.91)</b>	CHRIS ROBERTS TAP #33	3,305.75
		<b>TOTAL TAP AGREEMENTS</b>	<b>140,584.05</b>

Please contact Vernice Boyce @ 207-882-8200 Ext. 107 or [treasurer@wiscasset.org](mailto:treasurer@wiscasset.org) if you have any questions.



# Town of Wiscasset

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## WASTE WATER TREATMENT PLANT

**To:** John O'Connell, Town Manager  
**From:** Richard Gaeth, Waste Water Treatment Plant Superintendent  
**Re:** May Monthly Report  
**Date:** June 3, 2019

### Operations:

- Average flow per day = 0.224 mg
- Licensed flow per day = 0.62 mg
- Percent of average flow per day to license limit = 36% \
- Total Rainfall per month = 4.4 inches
- BOD Lab Results for mg/L for monthly average, weekly average & daily max. all within license limits
- BOD % Removal was 95%, 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 95%, 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
- GEO mean (tracked during disinfection season) was with license limits

### Safety:

Dave, Tony & Ray attended "Workzone Safety & Flagging safety course done by Safety Works. The employees did go to Concentra first to insure they were suitable to go thru the fit testing that was subsequently done for the respirators. Safety Works is still scheduled to do the air sampling on May 30<sup>th</sup>. The Safety Works Audit has been rescheduled to July 16<sup>th</sup> as the Inspector was unavailable at the original time. Continuing Dig Safes. On May 30<sup>th</sup> Sharon Holmes from Safety Works was here to do an air quality sampling of the Sodium Bisulfite room. This sampling is a free service from Safety Works. We did our Hazard Communication Training on 5/9/19 and the details are on the Training Session Roster List. David, Tony & Ray attended Safety Works "Workzone, Safety & Flagging" Training Session given by Safety Works on 5/15/2019.

### Budget:

n regards to the impact fee account as of 5/23/19 the balance was 50,962.95 and we committed to transferring \$42,600 to next years capital budget to offset the need to raise due to the increase already required. The last bill that I anticipate to be charged against this account is for \$6,557.71 therefore after the transactions listed above the balance will be \$1,805.24. The following projects did come out of that impact fee: The disinfection system total was \$22,425.99 as I added another cl probe and we had anticipated emf induced in the cables so some isolators need to be installed. I apologize for the overrun but these issues were not anticipated at the start of the project. The sewer main leak that occurred prior to my arrival totaled \$18,906.76 The May financials show we are at 91.67% of the year and have expended 91.58%. We have done many things within that



# Town of Wiscasset

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budget and I hope to be within the budget at the end of June. We have been informed by Casella that they will not be automatically renewing our contract for the biosolids disposal at Hawk Ridge which expires in November and they want to renegotiate that contract. Quotes have been submitted for the following work to be done after the first of July: Maintenance Garage shingle replacement and Pump Station Wet Well Cleaning. These projects were budgeted for in the budget that starts the 1<sup>st</sup> of July.

## **Equipment:**

Test ran all portable generators up to temperature. Stevens pump service pulled out scum pump and found it had gone directly to ground. We have proceeded under the emergency clause in the Towns bid policy as directed by the Town Manager. Stevens Pump Service pulled the pump at pump station 16 and pressed on the bearings and returned the next day and it has been reinstalled. The impeller wear is believed to be the reason for some noise during the startup and shutting down but ok when loaded. Continue to work on the asset management list that the DEP has requested. The chlorination/dechlorination system results to date have been good. To date we have run both the hypo and bisulfite pumps in automatic. We started with a setpoint of 2.00 for the chlorine at the head of the tank and have brought it down to a 1.75. Our Total Residual Chlorine readings have been substantially lower than our daily maximum of 0.1 while our fecals have been in the low single digits which is well within our daily max of 50 or our month average of 15. The project to install the generator hookup at pump station 16 was approved and the vendor has been contacted and requested to advise when this can be done after the new budget starts the first of July. At pump station 1 (Holbrook Pond) one of the phase connectors finally burnt off rendering the station inoperable. The crew quickly responded to the pump station and determined that the pumps were not plugged and with the assistance of Stevens Pump Service it was determined that it was a power issue. A quick response by both Dave Gagnon and Tony Colby to get the portable generator got the pump station back up and running avoiding an overflow situation. A CMP truck just happened to be going by and they got not only the burnt connector repaired but the others replaced as well as they were in very poor condition. We are experiencing an issue with one pump at pump station 18. The topkick truck finally passed inspection as the horn and some light issues needed to be resolved. The portable generators and jetter all have their license plates and registrations as a number of them had been missing. My thanks go to Linda Perry for all the time spent getting this accomplished. After the water line had been repaired to the chemical building we flushed the eyewash/shower lines and then had to replace the eyewash spray nozzles as they had been plugged prior to getting the line fixed. The pump station scaper made up by the crew was tried and they advised it should work well. Installed a trailer jack on trailer as it did not have one. Stevens Pump Service will be putting together a control system for pump station 9 so a transducer will be the primary control and the backup floats will be the backup. My understanding is that the pump station was hit by lightning years ago and has just been running on the back up floats. The original manufacturer was contacted and their quote was approximately \$8,000 while Stevens came in at approximately \$4,500. In regards to pump station 18 at Mason Station which I understand the town took over is having an issue with one of the pumps. I have not found any information regarding this pump station but contacted Stevens Pump Service as their sticker is on it and they are researching. It should be noted this is a low flow station and has no generator hookup as well. I am anticipating asking Stevens to pull this to determine the issue when they are here doing the scum pump.



# Town of Wiscasset

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Doing research for each pump system at the plant to get some costs to determine a longer term strategy based on system criticality, usage, age of equipment, backup equipment. At this time I am pursuing a new blower and d.o. system as this system is currently run in hand and we may be able to get some energy savings by putting this on an automatic system. Have started to take the emergency generators on the trailers out to the pump stations to document that indeed they work and whether they can run one or both pumps. We experienced a couple of alarms at Pump Station 3 (across from Grovers) and determined that it was caused by a build up of mostly food packaging. We believe it may be coming from one of the developments and will be looking to pop manholes to try and determine where.

## **DEP Related:**

The DEP has recently required PFAS testing in regards to sludge that ends up being land applied. Casella's Hawk Ridge facility has supplied the DEP with some initial testing and now individual plants need to have their sludge done. We have set up for the lab to come and take a sample to be analyzed on 5/23/19. It is unknown at this time what short and long term issues will develop out of this. In April we narrowly avoided being below our permit level of 85% removal on TSS and this is due to the I & I in the system with all the recent rain. When this much rain water gets in the system very little TSS is in the influent therefore there is not much to remove. We were lucky that the last scheduled test got us just over the requirement and that an additional test done moved us much further above the goal. Until the source is determined and corrected we are susceptible to this. We have instituted some additional lab testing in an effort to understand and improve our process control. One test is the diluted settlometer while the other is a determination of our VOC's. Janet Abrahamson from Maine Rural Water was very helpful in assisting getting these incorporated into our lab work. The current results have been what we are looking for but we will continue to do these to make sure we know what is going on with the process. The topkick truck which takes the biosolids to Hawk Ridge in Unity has its DEP transport sticker for Non-Hazardous transport which for some reason it has not had for years. There was no charge for this and only needed paperwork to be submitted to the DEP. We have been informed by the DEP when our license is renewed next year that the disinfection season will be expanded one month on the start and stop of the current season. Since bisulfite is temperature sensitive this could be a very big impact. The Anson facility was authorized to do a test for a year using peracetic acid and recently was approved by EPA Region 1 to continue this procedure. This needs to be pursued as I believe the DEP will ultimately require year round disinfection. Continuing discussions with both the inspection & enforcement sections of the DEP and they are pleased with our progress to date and know of our current plans for the next few months. I continue to remind them if they have any questions or would like a change in priorities to please contact me.

## **Preventative Maintenance:**

We have started to put the first coat of solid stain on the maintenance garage as it was way overdue and we are trying to prevent any further damage. It will need a second coat as well. In addition we will need to renailed a number of clapboards with ring nails as opposed to the current ones which are popping out. There are a number of clapboards which need to be replaced but that would be the last thing if we get around to it as we need to replace some trim and the vents.





# Town of Wiscasset

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The lack of an easy trackable preventative system is very concerning so I am starting the process of having books for each area to document the maintenance as well as having the maintenance schedule listed. I have begun the process of having people assigned to various sections. This is a very large project but will save many headaches in the future.

## **Housekeeping:**

We have done a considerable amount of house cleaning in the maintenance garage. A hanger was installed in the lime room for organization. We continue to pick away at this and for the most part the larger projects at the plant have been completed. Sometime the old dump site needs to be addressed.

Respectfully Submitted,  
Rick Gaeth  
Superintendent

Moorings @ Old Town Dump

2 - 1' x 3' x 3' WEIGHT 1500# Each

1 - 1' x 2 1/2' x 3' 1260#

1 - 10" x 4' x 4' 2240#

1 - 2' x 2 1/2' x 4 1/2' 3780#

2 400# Blocks

Ray Soule

**"Leading the Profession in Training and Technical Assistance"**

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# Town of Wiscasset

## Surplus Item Policy

In all cases, the Department Heads/Division Supervisors will provide the Town Manager a written list of items no longer deemed necessary for operational use in the department/division. The Department Head/Division Supervisor will attempt to estimate market value of each item with the assistance of the Town Manager if needed. Every attempt will be made to accurately estimate value through research via the Internet, vendors, publications and/or other resources.

The Town Manager will review lists of items and:

1. Distribute list(s) of potential surplus items to all municipal departments and divisions;
2. Approve any request for the exchange of potential surplus items between Departments/Divisions; that identify a need for said items;
3. Distribute list(s) of all potential surplus items not requested by another municipal department/division to the school department for potential use; and,
4. Approve any request for the exchange of potential surplus items from the municipal operations to the School Department except for items of \$500 or greater estimated market value. Only the Board of Selectmen can approve the exchange of items greater than \$500 in estimated market value to the School Department.

For all potential surplus items not requested for use by another municipal department/division or the school system, the Town Manager will make a determination as to the category of estimated value. All equipment owned by the Town of Wiscasset will fall within one of three categories listed below:

- Negative, Zero or Negligible Estimated Market Value (less than \$50)
- Between \$50 and \$500 in Estimated Market Value
- \$501 or Greater Estimated Market Value

### Negative, Zero or Negligible Estimated Market Value (Less than \$50)

The Board of Selectmen authorize the Town Manager to make a determination as to the disposal of any items that have less than \$50 in estimated market value. Options may include:

- Storage of items for periodic "yard sale" events sponsored by the Town;
- gifting said items to other municipalities or non-profit organizations; or,
- properly discarding said items that have little to no practical use.

### \* Potential Surplus Items Between \$51 and \$500 in Estimated Market Value

Potential surplus items that have an estimated market value between \$50 and \$500 will be presented to the Board of Selectmen to be deemed as a surplus item. Items in this category will be grouped together for one of two options:

1. Offered for sale at a Town-sponsored "yard sale" event; or,
  2. Advertised and offered by solicitation of sealed bid
- A minimum bid amount determined by the Town Manager may be attached to a specified item as determined by the Town Manager.

- Items that do not receive bids at or above the minimum bid may be presented to the Selectmen for consideration of waiving the minimum or offered for the solicitation of sealed bids at a future date.

### **\$501 or Greater Estimated Market Value**

Potential surplus items having \$501 or greater estimated market value will be presented to the Board of Selectmen to be deemed as a surplus item. Items in this category will be offered for sale by sealed bid solicitation only. Through advertisement and other notification (i.e. website, handouts, etc.) a time will be established so potential bidders may inspect items for sale prior to bidding.

- A minimum bid amount determined by the Town Manager shall be attached to a specified item as determined by the Town Manager.
- Items that do not receive bids at or above the minimum bid may be presented to the Selectmen for consideration of waiving the minimum or offered for the solicitation of sealed bids at a future date.

### **\* Exceptions to this Policy**

The Board of Selectmen may exempt specific items from this policy for any reason whatsoever if it is determined by a majority vote of the Board of Selectmen that it is in the best interest of the Town to do so.

### **Opening of Bids**

Bid openings will be advertised and performed publicly by the Board of Selectmen. All bids will be opened at the specified date, place and time. The Board of Selectmen may or may not instruct the Town Manager to execute a sale of the surplus item(s) to the highest bidder during the same meeting in which the bids are opened. The choice to, and time of, award is at the discretion of the Board upon a majority vote of the members.

### **Indemnification, Representations and Warranties.**

Buyers of Town-owned equipment may be required to sign an indemnification/hold-harmless agreement with the Town as a condition of sale that stipulates that the Town is released from any and all potential liability associated with the item for sale. The agreement will also stipulate that all sales will be "as-is, where-is" without any stated or implied representation or warranty for the piece of equipment with regard to condition, life expectancy or any other representation.

The requirement to sign the aforementioned agreement will be determined by the Town Manager contingent upon the nature of the specific piece of equipment sold.

**Acceptance/ Rejection of Bids** – The Board of Selectmen may accept any bid and reject any or all bids for any reason whatsoever, should a majority vote of the Board of Selectmen deem it in the best interest of the Town to do so.



# Office of the Town Clerk

51 Bath Road  
Wiscasset, ME 04578

Phone: (207) 882-8200  
Fax: (207) 882-8228  
E-mail: [clerk@wiscasset.org](mailto: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: Old and Everlasting

New Business  Existing Business  23 years in operation Ownership/Location Change

Location of business: 52 Water Street Map/Lot U-01 041

Preferred mailing address: 4 Basswood Lane Topsham ME 04086

Business phone number: Not available cell # 315-350-1271

Description of Business: Antiques, Home Goods, Gifts

Owner's name: Marianne Barry Owner's phone: 207-406-2817

Owner's home address: 4 Basswood Lane Topsham, Maine 04086

\*Emergency contact person: Robert Barry

\*Emergency phone numbers: home: 207-406-2817 cell: 315-350-1271 315-247-0542

\*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  Partnership  Sole proprietor

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.oldandeverlasting.com

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

I, Marianne Barry, 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: 6/6/2019

Signature: Marianne Barry

TOWN CLERK

6/6/19  
DATE RECEIVED: \_\_\_\_\_ DATE APPROVED: \_\_\_\_\_ ASSESSING: \_\_\_\_\_ WEB/LIST: \_\_\_\_\_

BUSINESS LICENSE APPLICATION-NEW

Business Requesting License: Old and Everlasting

Code Enforcement Officer:

Comments: None

Signed: [Signature] Dated: 6-6-19

Wiscasset Police:

Comments: No CONCERNS

Signed: [Signature] Dated: 6-6-19

Planning Department:

Comments: ~~\_\_\_\_\_~~

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_

Fire Department:

Comments: No concerns

Signed: [Signature] Dated: 6/11/19

License Approved: \_\_\_\_\_ Dated: \_\_\_\_\_



# Office of the Town Clerk

51 Bath Road  
Wiscasset, ME 04578

Phone: (207) 882-8200

Fax: (207) 882-8228

E-mail: [clerk@wiscasset.org](mailto: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: THE SALT DOG MANE LLC

New Business  Existing Business  years in operation Ownership/Location Change

Location of business: 60 MAIN ST. Map/Lot 01-84

Preferred mailing address: PO BOX 81 W. ROCKPORT ME 04865

Business phone number: 207-314-6855

Description of Business: PET GROOMING/RETAIL

Owner's name: NICHOLE GRASSI NORMAN Owner's phone: 207-314-6855

Owner's home address: 123 Elm St Camden ME 04843

\*Emergency contact person: JEANIELLE PROUX

\*Emergency phone numbers: home: 207-649-2211 cell: Same

\*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? \_\_\_\_\_

Will you need a sign permit? \_\_\_\_\_

Will this business be a home occupation? NO

This business will be a: Corporation or LLC  Partnership \_\_\_\_\_ Sole proprietor \_\_\_\_\_

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

Provide e-mail and/or web address: \_\_\_\_\_

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

I, NICHOLE GRASSI NORMAN, 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: 5/29/19 Signature: \_\_\_\_\_

TOWN CLERK

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

BUSINESS LICENSE APPLICATION-NEW

Business Requesting License: THE SAUVY DOG MAINE LLC

Code Enforcement Officer:

Comments: NONE

Signed: [Signature] Dated: 5.30.19

Wiscasset Police:

Comments: No Concerns

Signed: [Signature] Dated: 6-4-19

Planning Department:

Comments: NA

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_

Fire Department:

Comments: No concerns

Signed: [Signature] Dated: 6/5/19

License Approved: \_\_\_\_\_ Dated: \_\_\_\_\_



**1 SELECTMEN REPORT**

Department(s): 100 - 514  
July to May

10b

Account	Budget Net	YTD Net	Unexpended Balance	Percent Spent
100 - ADMINISTRATION	197,868.00	175,393.50	22,474.50	88.64
101 - AIRPORT	84,447.00	67,367.83	17,079.17	79.78
102 - ANIMAL CONTROL	11,487.00	9,514.79	1,972.21	82.83
103 - ASSESSING	6,654.00	4,103.49	2,550.51	61.67
104 - BOARDS & COMMITTEES	2,843.00	1,745.28	1,097.72	61.39
105 - CELEBRATION	12,000.00	10,785.54	1,214.46	89.88
106 - TOWN CLERK	88,215.00	81,161.06	7,053.94	92.00
107 - CODE ENFORCEMENT	49,507.00	30,534.15	18,972.85	61.68
108 - COMMUNITY ORGANIZATIONS	62,265.00	62,265.00	0.00	100.00
109 - CONTINGENCY	20,000.00	364.00	19,636.00	1.82
110 - CONTRACTUAL SERVICES	160,300.00	114,509.94	45,790.06	71.43
111 - COUNTY TAX	611,353.83	611,353.83	0.00	100.00
112 - DEBT SERVICE	243,234.00	230,034.48	13,199.52	94.57
113 - ELECTIONS	18,046.00	7,914.91	10,131.09	43.86
114 - EMS/AMBULANCE	553,227.00	485,254.15	67,972.85	87.71
115 - FIRE DEPARTMENT	148,242.00	94,477.32	53,764.68	63.73
116 - FINANCE DEPARTMENT	218,590.00	191,658.99	26,931.01	87.68
117 - GENERAL ASSISTANCE	25,071.00	15,291.45	9,779.55	60.99
118 - MUNICIPAL BUILDING	72,342.00	62,292.31	10,049.69	86.11
119 - MUNICIPAL INSURANCE	46,329.00	46,664.08	-335.08	100.72
120 - OVERLAY/ABATEMENTS	19,854.28	15,171.54	4,682.74	76.41
121 - PARKS & RECREATION	815,669.00	776,127.10	39,541.90	95.15
123 - POLICE DEPARTMENT	423,858.00	367,175.92	56,682.08	86.63
124 - POLICE SCHOOL RESOURCE OFFICER	40,341.00	25,600.28	14,740.72	63.46
125 - PUBLIC UTILITIES	277,475.00	229,670.26	47,804.74	82.77
126 - PUBLIC WORKS	665,546.00	582,537.34	83,008.66	87.53
127 - SELECTMEN	27,247.00	20,559.65	6,687.35	75.46
128 - SCHOOL TOWN APPROPRIATION	6,040,949.26	5,538,578.47	502,370.79	91.68
129 - SENIOR CENTER	11,482.00	10,840.08	641.92	94.41
130 - SHELLFISH CONSERVATION	6,075.00	3,178.25	2,896.75	52.32
131 - TIF-TAX INCREMENT FINANCE	231,643.18	231,643.18	0.00	100.00
132 - TRANSFER STATION	590,697.00	515,132.79	75,564.21	87.21
133 - WATERFRONT & HARBORS	44,777.00	29,004.34	15,772.66	64.78
190 - STATE REVENUES	873.84	873.84	0.00	100.00
200 - RETIREE HEALTH INSURANCE	44,613.00	49,182.83	-4,569.83	110.24
301 - CAPITAL	903,309.25	903,309.25	0.00	100.00
313 - COMMERCIAL PIER DEBT	40,467.92	37,091.12	3,376.80	91.66
314 - BACKHOE DEBT	50,627.23	22,236.84	28,390.39	43.92
315 - ROAD & SIDEWALK CONSTRUCTION	426,424.39	426,424.39	0.00	100.00
316 - POLICE CAPITAL	10,902.03	10,902.03	0.00	100.00
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

91.74% through budget year

OVER →

**1 SELECTMEN REPORT**  
Department(s): 100 - 514  
July to May

Account	Budget Net	YTD Net	Unexpended Balance	Percent Spent
322 - EMS PAGERS CONT'D				
322 - EMS PAGERS	2,720.00	0.00	2,720.00	0.00
323 - REPEATERS	8,019.00	0.00	8,019.00	0.00
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	66,736.00	66,736.00	0.00	100.00
332 - FORK LIFT	23,151.00	23,151.00	0.00	100.00
400 - WASTEWATER	546,298.00	500,312.48	45,985.52	91.58
401 - IMPACT FEES	128,056.75	83,007.80	45,048.95	64.82
507 - JOHN FRENCH	0.00	1,000.00	-1,000.00	----
511 - COOPER DIPERRI SCHOLARSHOP	0.00	5,923.50	-5,923.50	----
514 - CEMETERY OPERATIONS	97,923.00	67,273.54	30,649.46	68.70
Final Totals	14,545,976.01	13,095,676.89	1,450,299.12	90.03

# HM Payson Monthly Statement of Wiscasset Accounts

<i>Account Name</i>	Market Value as of 03/31/2019	Market Value as of 04/30/2019	Market Value as of 05/31/2019
Montsweag Dam Reserve Fund	\$ 155,838.99	\$ 160,806.99	\$ 153,574.59
Cemetery Trust Fund	\$ 1,957,722.34	\$ 2,020,132.62	\$ 1,929,275.84
General John French Scholarship	\$ 59,707.13	\$ 61,610.53	\$ 58,839.56
Jackson Cemetery Fund	\$ 28,940.87	\$ 29,863.48	\$ 28,520.35
Larabee Band Fund	\$ 700,419.09	\$ 722,747.77	\$ 690,241.72
Haggett Scholarship Fund	\$ 13,263.45	\$ 13,686.27	\$ 13,070.73
Mary Bailey Fund	\$ 426,591.58	\$ 440,190.91	\$ 420,393.03
Seth Wingren Fund	\$ 26,805.79	\$ 27,660.33	\$ 26,416.29
Wiscasset Community Center Endowment Fund	\$ 3,036.95	\$ 3,133.77	\$ 2,992.82
Cooper-DiPerri Scholarship Fund	\$ 27,489.17	\$ 28,365.50	\$ 27,089.74
Recreation Scholarship	\$ 784.77	\$ 809.79	\$ 773.37
<b>Town of Wiscasset Edowment Fund Total</b>	<b>\$ 3,400,600.13</b>	<b>\$ 3,509,007.96</b>	<b>\$ 3,351,188.04</b>
Town of Wiscasset Capital Reserve	\$ 879,723.32	\$ 907,591.96	\$ 866,895.64
Town of Wiscasset Construction Reserve	\$ 2,707,188.86	\$ 2,792,949.56	\$ 2,667,714.02
Town of Wiscasset Equipment Reserve	\$ 4,192,235.01	\$ 4,325,040.31	\$ 4,131,105.99
Town of Wiscasset Furnace Replacement Reserve	\$ 348,367.11	\$ 359,402.99	\$ 343,287.40
Town of Wiscasset Major Repairs Reserve	\$ 469,278.37	\$ 484,144.58	\$ 462,435.59
Town of Wiscasset Recreation Building Reserve	\$ 1,835,633.89	\$ 1,893,784.71	\$ 1,808,867.62
Town of Wiscasset Retirement Health Insurance Reserve	\$ 321,289.47	\$ 331,467.56	\$ 316,604.60
Town of Wiscasset Roof Repair Reserve	\$ 319,901.20	\$ 330,035.31	\$ 315,236.56
Town of Wiscasset Sale of Cemetery Lots Reserve	\$ 95,309.93	\$ 98,329.24	\$ 93,920.16
Town of Wiscasset Highway Department Capital Reserve	\$ 2,251.95	\$ 2,323.29	\$ 2,219.11
Town of Wiscasset Fire Department Vehicle Capital Reserve	\$ 3,002.62	\$ 3,097.74	\$ 2,958.84
<b>Town of Wiscasset Reserve Funds Total</b>	<b>\$ 11,174,181.73</b>	<b>\$ 11,528,167.25</b>	<b>\$ 11,011,245.53</b>

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COPY

00154

**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 **CROMWELL, JAMES A.** of 524 CROMWELL ROAD WISCASSET, ME 04578 a certain parcel of land located 524 CROMWELL ROAD at with buildings thereon, if any, located in the Municipality of WISCASSET, LINCOLN, County, State of Maine, identified as follows:

Map R01-044-K on the Tax Maps of the Municipality of WISCASSET, prepared by John E. O'Donnell & Associates and dated April 1, 2017 on file in the Office of the Assessors at 51 Bath Road, Wiscasset, Maine. The Municipality of WISCASSET has acquired its interest in said parcel of land through automatic foreclosure of **PROPERTY TAX LIEN(S)** recorded in the Lincoln County Registry of Deeds as follows:

DATE RECORDED	BOOK/PAGE	DATE RECORDED	BOOK/PAGE
JULY 3, 2005	3474/118	JULY 18, 2011	4418/103
JULY 21, 2006	3780/226	JULY 23, 2012	4548/17
JULY 17, 2007	3881/103		
AUGUST 26, 2008	4044/10		
JULY 17, 2009	4175/64		
JULY 20, 2010	4297/86		

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 18TH of JUNE, 2019 Board of Selectmen, Wiscasset, Maine

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

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

\_\_\_\_\_  
Jefferson A. Slack

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Katharine G. Martin-Savage

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

STATE OF MAINE  
COUNTY OF LINCOLN, ss

18TH of JUNE, 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.

\_\_\_\_\_  
MOLLY BONANG, Notary Public  
My commission expires: August 29, 2023

COPY

00153

**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 **LANGLEY, CURRIER** of 157 HALE POND ROAD WISCASSET, ME 04578 a certain parcel of land located 157 HALE POND ROAD at with buildings thereon, if any, located in the Municipality of WISCASSET, LINCOLN, County, State of Maine, identified as follows:

Map R01-044-J on the Tax Maps of the Municipality of WISCASSET, prepared by John E. O'Donnell & Associates and dated April 1, 2017 on file in the Office of the Assessors at 51 Bath Road, Wiscasset, Maine. The Municipality of WISCASSET has acquired its interest in said parcel of land through automatic foreclosure of **PROPERTY TAX LIEN(S)** recorded in the Lincoln County Registry of Deeds as follows:

DATE RECORDED	BOOK/PAGE	DATE RECORDED	BOOK/PAGE
JULY 17, 2009	4175/134	JUNE 29, 2015	4901/222
JULY 20, 2010	4297/149		
JULY 18, 2011	4418/179		
JULY 23, 2012	4548/71		
JULY 19, 2013	4688/183		
JULY 23, 2014	4802/10		

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 18TH of JUNE, 2019 Board of Selectmen, Wiscasset, Maine

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

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Benjamin L. Rines, Jr.

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Jefferson A. Slack

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Katharine G. Martin-Savage

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

STATE OF MAINE  
COUNTY OF LINCOLN, ss

18TH of JUNE, 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.

\_\_\_\_\_  
MOLLY BONANG, Notary Public  
My commission expires: August 29, 2023

COPY  
10d

**Bill of Sale**

The Town of **WISCASSET, MAINE** (seller), whose address is 51 Bath Road, Wiscasset, ME 04578, in consideration of payment, the receipt of which is hereby acknowledged, does hereby sell, convey, and transfer title to **GROVER SR, JAMES MATTHEW** (buyer), whose address is 1051 GARDINER ROAD LOT #31 WISCASSET, ME 04578 in the following described personal property:

*1987 BLUE BURLINGTON, SHELBURNE TRAIL mobile home, vehicle identification number M3953HG3BIK, having dimensions of 14 feet by 72 feet, and located at 1051 GARDINER ROAD LOT #31.*

The sale of this property is "as is, where is," with no warranties, express or implied, including but not limited to, warranties of title, habitability, merchantability, or fitness for any particular purpose or use.

This bill of sale is also intended to release the subject property from any interest claimed by the MUNICIPALITY OF WISCASSET, ME by virtue of the following municipal **REAL ESTATE TAX LIENS** filed by the Town of Wiscasset at the Lincoln County Registry of Deeds as listed below:

DATE RECORDED	BOOK/PAGE	DATE RECORDED	BOOK/PAGE
SEPTEMBER 9, 2005	3549 / 219	JULY 18, 2011	4418 / 145
JULY 21, 2006	3708 / 247	JULY 23, 2012	4548 / 48
JULY 17, 2007	3881 / 127	JULY 19, 2013	4688 / 161
AUGUST 26, 2008	4044 / 41	JULY 23, 2014	4801 / 306
JULY 17, 2009	4175 / 101	JULY 23, 2014	4901 / 196
JULY 20, 2010	4297 / 120	JULY 27, 2016	5033 / 172

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 **18TH of JUNE, 2019** Board of Selectmen, Wiscasset, Maine

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

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Benjamin L. Rines, Jr.

\_\_\_\_\_  
Jefferson A. Slack

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

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Kimberly H. Andersson

STATE OF MAINE  
COUNTY OF LINCOLN, ss

18TH of JUNE 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.

\_\_\_\_\_  
MOLLY BONANG, Notary Public  
My commission expires: August 29, 2023

COPIED

**Bill of Sale**

The Town of **WISCASSET, MAINE** (seller), whose address is 51 Bath Road, Wiscasset, ME 04578, in consideration of payment, the receipt of which is hereby acknowledged, does hereby sell, convey, and transfer title to **PERKINS, KRISTY** (buyer), whose address is 1051 GARDINER ROAD LOT #24 WISCASSET, ME 04578 in the following described personal property:

*1984 mobile home, vehicle identification number, having dimensions of 14 feet by 52 feet, and located at 1051 GARDINER ROAD LOT# 24.*

The sale of this property is "as is, where is," with no warranties, express or implied, including but not limited to, warranties of title, habitability, merchantability, or fitness for any particular purpose or use.

This bill of sale is also intended to release the subject property from any interest claimed by the MUNICIPALITY OF WISCASSET, ME by virtue of the following municipal **REAL ESTATE TAX LIENS** filed by the Town of Wiscasset at the Lincoln County Registry of Deeds as listed below:

DATE RECORDED	BOOK/PAGE	DATE RECORDED	BOOK/PAGE
AUGUST 26, 2008	4044/177	JULY 23, 2014	4802/36
JULY 17, 2009	4175/245	JUNE 29, 2015	4901/250
JULY 20, 2010	4297/257	JULY 27, 2016	5033/223
JULY 18, 2011	4418/285		
JULY 23, 2012	4548/177		
JULY 19, 2013	4688/211		

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 **18TH of JUNE, 2019** Board of Selectmen, Wiscasset, Maine

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

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Benjamin L. Rines, Jr.

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Jefferson A. Slack

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Katharine G. Martin-Savage

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

STATE OF MAINE  
COUNTY OF LINCOLN, ss

18TH of JUNE, 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.

\_\_\_\_\_  
MOLLY BONANG, Notary Public  
My commission expires: August 29, 2023

06/19/19

**Bill of Sale**

The Town of **WISCASSET, MAINE** (seller), whose address is 51 Bath Road, Wiscasset, ME 04578, in consideration of payment, the receipt of which is hereby acknowledged, does hereby sell, convey, and transfer title to **CRAWSON, JAMES** (buyer), whose address is 1051 GARDINER ROAD LOT #20 WISCASSET, ME 04578 in the following described personal property:

*1997 WESTWIND mobile home, vehicle identification number, having dimensions of 16 feet by 76 feet, and located at 1051 GARDINER ROAD LOT #20.*

The sale of this property is "as is, where is," with no warranties, express or implied, including but not limited to, warranties of title, habitability, merchantability, or fitness for any particular purpose or use.

This bill of sale is also intended to release the subject property from any interest claimed by the MUNICIPALITY OF WISCASSET, ME by virtue of the following municipal **REAL ESTATE TAX LIENS** filed by the Town of Wiscasset at the Lincoln County Registry of Deeds as listed below:

DATE RECORDED	BOOK/PAGE	DATE RECORDED	BOOK/PAGE
AUGUST 26, 2008	4044/8	JULY 23, 2014	4801/277
JULY 17, 2009	4175/61	JUNE 29, 2015	4901/160
JULY 20, 2010	4297/84	JULY 27, 2016	5033/142
JULY 18, 2011	4418/101		
JULY 23, 2012	4548/16		
JULY 19, 2013	4688/124		

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 **18TH of JUNE, 2019** Board of Selectmen, Wiscasset, Maine

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

\_\_\_\_\_  
 Jefferson A. Slack

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

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 Benjamin L. Rines, Jr.

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

STATE OF MAINE  
COUNTY OF LINCOLN, ss

18TH of JUNE, 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.

\_\_\_\_\_  
MOLLY BONANG, Notary Public  
My commission expires: August 29, 2023



**Bill of Sale**

The Town of **WISCASSET, MAINE** (seller), whose address is 51 Bath Road, Wiscasset, ME 04578, in consideration of payment, the receipt of which is hereby acknowledged, does hereby sell, convey, and transfer title to **GILES, WILLIAM** (buyer), whose address is 1051 GARDINER ROAD LOT #18 WISCASSET, ME 04578 in the following described personal property:

*1995 CHAMPION mobile home, vehicle identification number 07-95-005C5833, having dimensions of 14 feet by 70 feet, and located at 1051 GARDINER ROAD LOT #18.*

The sale of this property is "as is, where is," with no warranties, express or implied, including but not limited to, warranties of title, habitability, merchantability, or fitness for any particular purpose or use.

This bill of sale is also intended to release the subject property from any interest claimed by the MUNICIPALITY OF WISCASSET, ME by virtue of the following municipal **REAL ESTATE TAX LIENS** filed by the Town of Wiscasset at the Lincoln County Registry of Deeds as listed below:

DATE RECORDED	BOOK/PAGE	DATE RECORDED	BOOK/PAGE
JULY 18, 2011	4418/139		
JULY 23, 2012	4548/44		
JULY 19, 2013	4688/158		
JULY 23, 2014	4801/302		
JUNE 29, 2015	4901/192		

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 **18TH of JUNE, 2019** Board of Selectmen, Wiscasset, Maine

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

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Benjamin L. Rines, Jr.

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Jefferson A. Slack

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Katharine G. Martin-Savage

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

STATE OF MAINE  
COUNTY OF LINCOLN, ss

18TH of JUNE, 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.

\_\_\_\_\_  
MOLLY BONANG, Notary Public  
My commission expires: August 29, 2023

**Bill of Sale**

The Town of **WISCASSET, MAINE** (seller), whose address is 51 Bath Road, Wiscasset, ME 04578, in consideration of payment, the receipt of which is hereby acknowledged, does hereby sell, convey, and transfer title to **DOW, JUDITH** (buyer), whose address is 970 GARDINER ROAD LOT # 19 WISCASSET, ME 04578 in the following described personal property:

*1996 ASTRO mobile home, vehicle identification number, having dimensions of 14 feet by 68 feet, and located at 970 GARDINER ROAD LOT # 19.*

The sale of this property is "as is, where is," with no warranties, express or implied, including but not limited to, warranties of title, habitability, merchantability, or fitness for any particular purpose or use.

This bill of sale is also intended to release the subject property from any interest claimed by the MUNICIPALITY OF WISCASSET, ME by virtue of the following municipal **REAL ESTATE TAX LIENS** filed by the Town of Wiscasset at the Lincoln County Registry of Deeds as listed below:

DATE RECORDED	BOOK/PAGE	DATE RECORDED	BOOK/PAGE
JULY 20, 2010	4297/91		
JULY 18, 2011	4418/117		
JULY 23, 2012	4548/26		

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 **18TH of JUNE, 2019** Board of Selectmen, Wiscasset, Maine

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

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Benjamin L. Rines, Jr.

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Jefferson A. Slack

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Katharine G. Martin-Savage

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

STATE OF MAINE  
COUNTY OF LINCOLN, ss

18TH of JUNE, 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.

\_\_\_\_\_  
MOLLY BONANG, Notary Public  
My commission expires: August 29, 2023

**Bill of Sale**

The Town of **WISCASSET, MAINE** (seller), whose address is 51 Bath Road, Wiscasset, ME 04578, in consideration of payment, the receipt of which is hereby acknowledged, does hereby sell, convey, and transfer title to **ABBOTT, JAMES** (buyer), whose address is 970 GARDINER ROAD LOT # 19 WISCASSET, ME 04578 in the following described personal property:

*1996 ASTRO mobile home, vehicle identification number, having dimensions of 14 feet by 68 feet, and located at 970 GARDINER ROAD LOT # 19.*

The sale of this property is "as is, where is," with no warranties, express or implied, including but not limited to, warranties of title, habitability, merchantability, or fitness for any particular purpose or use.

This bill of sale is also intended to release the subject property from any interest claimed by the MUNICIPALITY OF WISCASSET, ME by virtue of the following municipal **REAL ESTATE TAX LIENS** filed by the Town of Wiscasset at the Lincoln County Registry of Deeds as listed below:

DATE RECORDED	BOOK/PAGE	DATE RECORDED	BOOK/PAGE
JULY 19, 2013	4688/79		
JUNE 29, 2015	4901/96		

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 **18TH of JUNE, 2019** Board of Selectmen, Wiscasset, Maine

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

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Benjamin L. Rines, Jr.

\_\_\_\_\_  
Jefferson A. Slack

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Katharine G. Martin-Savage

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

STATE OF MAINE  
COUNTY OF LINCOLN, ss

18TH of JUNE, 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.

\_\_\_\_\_  
MOLLY BONANG, Notary Public  
My commission expires: August 29, 2023

**Bill of Sale**

The Town of **WISCASSET, MAINE** (seller), whose address is 51 Bath Road, Wiscasset, ME 04578, in consideration of payment, the receipt of which is hereby acknowledged, does hereby sell, convey, and transfer title to **ABBOTT, JAMES & DOW, JUDITH** (buyer), whose address is 970 GARDINER ROAD LOT # 19 WISCASSET, ME 04578 in the following described personal property:

*1996 ASTRO mobile home, vehicle identification number, having dimensions of 14 feet by 68 feet, and located at 970 GARDINER ROAD LOT # 19.*

The sale of this property is "as is, where is," with no warranties, express or implied, including but not limited to, warranties of title, habitability, merchantability, or fitness for any particular purpose or use.

This bill of sale is also intended to release the subject property from any interest claimed by the MUNICIPALITY OF WISCASSET, ME by virtue of the following municipal **REAL ESTATE TAX LIENS** filed by the Town of Wiscasset at the Lincoln County Registry of Deeds as listed below:

DATE RECORDED	BOOK/PAGE	DATE RECORDED	BOOK/PAGE
JULY 27, 2016	5033/92		

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 **18TH of JUNE, 2019** Board of Selectmen, Wiscasset, Maine

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

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

\_\_\_\_\_  
Jefferson A. Slack

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

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

STATE OF MAINE  
COUNTY OF LINCOLN, ss

18TH of JUNE, 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.

\_\_\_\_\_  
MOLLY BONANG, Notary Public  
My commission expires: August 29, 2023

**Bill of Sale**

The Town of **WISCASSET, MAINE** (seller), whose address is 51 Bath Road, Wiscasset, ME 04578, in consideration of payment, the receipt of which is hereby acknowledged, does hereby sell, convey, and transfer title to **BALLARD, JUDITH IRENE** (buyer), whose address is 970 GARDINER ROAD LOT #8 WISCASSET, ME 04578 in the following described personal property:

*1991 FARIMOUNT mobile home, vehicle identification number MY9180630, having dimensions of 14 feet by 70 feet, and located at 970 GARDINER ROAD LOT #8.*

The sale of this property is "as is, where is," with no warranties, express or implied, including but not limited to, warranties of title, habitability, merchantability, or fitness for any particular purpose or use.

This bill of sale is also intended to release the subject property from any interest claimed by the MUNICIPALITY OF WISCASSET, ME by virtue of the following municipal **REAL ESTATE TAX LIENS** filed by the Town of Wiscasset at the Lincoln County Registry of Deeds as listed below:

DATE RECORDED	BOOK/PAGE	DATE RECORDED	BOOK/PAGE
JULY 19, 2013	4688/87		
JULY 23, 2014	4801/232		

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 **18TH of JUNE, 2019** Board of Selectmen, Wiscasset, Maine

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

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

\_\_\_\_\_  
Jefferson A. Slack

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

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

STATE OF MAINE  
COUNTY OF LINCOLN, ss

18TH of JUNE, 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.

\_\_\_\_\_  
MOLLY BONANG, Notary Public  
My commission expires: August 29, 2023

COPY

**Bill of Sale**

The Town of **WISCASSET, MAINE** (seller), whose address is 51 Bath Road, Wiscasset, ME 04578, in consideration of payment, the receipt of which is hereby acknowledged, does hereby sell, convey, and transfer title to **HUBER, MATTHEW** (buyer), whose address is 146 BRADFORD ROAD WISCASSET, ME 04578 in the following described personal property:

*2000 SKYLINE OAK MANOR mobile home, vehicle identification number 06-16-0455M, having dimensions of 14 feet by 70 feet, and located at 64 FLOOD AVENUE.*

The sale of this property is "as is, where is," with no warranties, express or implied, including but not limited to, warranties of title, habitability, merchantability, or fitness for any particular purpose or use.

This bill of sale is also intended to release the subject property from any interest claimed by the MUNICIPALITY OF WISCASSET, ME by virtue of the following municipal **REAL ESTATE TAX LIENS** filed by the Town of Wiscasset at the Lincoln County Registry of Deeds as listed below:

DATE RECORDED	BOOK/PAGE	DATE RECORDED	BOOK/PAGE
JULY 27, 2016	5033/179		

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 **18TH of JUNE, 2019** Board of Selectmen, Wiscasset, Maine

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

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

\_\_\_\_\_  
Jefferson A. Slack

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

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

STATE OF MAINE  
COUNTY OF LINCOLN, ss

18TH of JUNE, 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.

\_\_\_\_\_  
MOLLY BONANG, Notary Public  
My commission expires: August 29, 2023

**Bill of Sale**

The Town of **WISCASSET, MAINE** (seller), whose address is 51 Bath Road, Wiscasset, ME 04578, in consideration of payment, the receipt of which is hereby acknowledged, does hereby sell, convey, and transfer title to **CRUTE, LAWRESTON** (buyer), whose address is 39 HENRY ROAD, GEORGETOWN, ME 04548 in the following described personal property:

*AIRCRAFT HANGAR LOCATED AT 96 CHEWONKI NECK ROAD UNIT A1*

The sale of this property is "as is, where is," with no warranties, express or implied, including but not limited to, warranties of title, habitability, merchantability, or fitness for any particular purpose or use.

This bill of sale is also intended to release the subject property from any interest claimed by the MUNICIPALITY OF WISCASSET, ME by virtue of the following municipal **REAL ESTATE TAX LIENS** filed by the Town of Wiscasset at the Lincoln County Registry of Deeds as listed below:

DATE RECORDED	BOOK/PAGE	DATE RECORDED	BOOK/PAGE
JUNE 29, 2015	4901/162		

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 **18TH of JUNE, 2019** Board of Selectmen, Wiscasset, Maine

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

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

\_\_\_\_\_  
Jefferson A. Slack

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

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

STATE OF MAINE  
COUNTY OF LINCOLN, ss

18TH of JUNE, 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.

\_\_\_\_\_  
MOLLY BONANG, Notary Public  
My commission expires: August 29, 2023

10e  
COPY

**Bill of Sale**

The Town of **WISCASSET, MAINE** (seller), whose address is 51 Bath Road, Wiscasset, ME 04578, in consideration of payment, the receipt of which is hereby acknowledged, does hereby sell, convey, and transfer title to **HUBER, MATTHEW & MOODY, JILL** (buyer), whose address is 146 BRADFORD ROAD WISCASSET, ME 04578 in the following described personal property:

*2000 SKYLINE OAK MANOR mobile home, vehicle identification number 06-16-0455M, having dimensions of 14 feet by 70 feet, and located at 146 BRADFORD ROAD.*

The sale of this property is "as is, where is," with no warranties, express or implied, including but not limited to, warranties of title, habitability, merchantability, or fitness for any particular purpose or use.

This bill of sale is also intended to release the subject property from any interest claimed by the MUNICIPALITY OF WISCASSET, ME by virtue of the following municipal **SEWER LIENS** filed by the Town of Wiscasset at the Lincoln County Registry of Deeds as listed below:

DATE RECORDED	BOOK/PAGE	DATE RECORDED	BOOK/PAGE
JUNE 13, 2016	5015/89		
JULY 11, 2017	5154/14		
AUGUST 09, 2018	5289/239		

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 **18TH of JUNE, 2019** Board of Selectmen, Wiscasset, Maine

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

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

\_\_\_\_\_  
Jefferson A. Slack

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

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

STATE OF MAINE  
COUNTY OF LINCOLN, ss

18TH of JUNE, 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.

\_\_\_\_\_  
MOLLY BONANG, Notary Public  
My commission expires: August 29, 2023



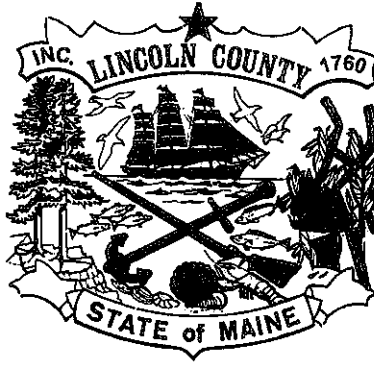
Office Of The Sheriff  
Lincoln County, Maine

109

Lincoln County Sheriff's Office  
42 Bath Road / P.O. Box 611  
Wiscasset, ME 04578

(207) 882-7332 (207) 832-4000  
(207) 563-3200 (207) 549-7072

Fax (207) 882-9872



Todd B. Brackett, Sheriff  
Rand D. Maker, Chief Deputy

Administrative Division  
(207) 882-6576

Correctional Services  
(207) 882-9728

June 10, 2019

Town of Wiscasset  
51 Bath Road  
Wiscasset, ME 04578

COPY

Greetings,

I have enclosed a proposed "Animal Control Services" contract starting July 1, 2019. This proposed contract obviously includes changes to the contract year but also requires the quarterly payments to be mailed to the Lincoln County Finance Office and also includes a one dollar an hour increase to the wage of the ACO.

This increase to the ACO wages is the first since the County began offering ACO services in 2014. After all wage and fringe benefits have been calculated, your community should expected a \$465.77 increase based on the hours invoiced in 2018.

If you are interested in making changes to the contract, please contact me directly so we can work out a time to discuss the changes. If you are satisfied with the current contract, please sign both copies of the contract, return them to me and I will place them before the County Commissioners for approval. Once the contract has been approved by the County Commissioners, I will return to you an original contract that is signed by both parties.

Thanks in advance for the opportunity to provide this service.

Sincerely,

Todd B. Brackett  
Sheriff

Serving the citizens of Lincoln County since 1760.

**AGREEMENT BETWEEN LINCOLN COUNTY AND  
THE TOWN OF WISCASSET**

**"ANIMAL CONTROL SERVICES"  
(ACO Contract)**

COPY

THIS AGREEMENT effective as of **July 01, 2019** by and between the COUNTY OF LINCOLN (hereinafter referred to as "Lincoln County") and the TOWN OF WISCASSET, a body politic and corporate and having a place of business in the County of Lincoln and State of Maine (hereinafter referred as "the Town").

**WITNESSETH**

**WHEREAS**, the Town is desirous of contracting with Lincoln County for animal control services which are more particularly described herein; and

**WHEREAS**, Lincoln County is willing to provide said animal control services;

**NOW, THEREFORE**, in consideration of the mutual promises by each party to the other and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties covenant and agree as follows:

**1. SERVICES:**

- ◆ Lincoln County, through the Office of the Sheriff, agrees to provide no less than one primary Animal Control Officer (ACO) to the Town for the enforcement of the Town's animal control ordinance.
- ◆ The primary ACO shall be the primary responder to animal control concerns with in the Town.
- ◆ Lincoln County, through the Office of the Sheriff, agrees to provide a secondary ACO(s) to the Town for the enforcement of the Town's animal control ordinance, at times when the primary ACO is unavailable.
- ◆ The primary and/or secondary ACO is expected to accept calls related to his/her duties under this contract, respond accordingly, or may conduct such business by phone when possible.
- ◆ The ACO(s) duties and authority are limited to those specified in the Town ordinance.
- ◆ Due to the nature of this type of enforcement, the ACO's work schedule will be flexible and as needed.
- ◆ Lincoln County will provide supervision of the ACO(s) through the Special Services Division of the Lincoln County Sheriff's Office.
- ◆ The ACO(s) will be employed by the County of Lincoln, through the Lincoln County Sheriff's Office and subject to the Sheriff's rules, regulations, and Lincoln County's Personnel Policies.
- ◆ Lincoln County, through the Sheriff's Office, shall provide the Town documentation of hours worked by the ACO(s) on a quarterly basis to coincide with billing.

## **2. AUTHORITY**

The Town grants Lincoln County any authority necessary to enforce the Animal Control Ordinance and any other municipal rule, regulation, or ordinance that pertains to animals with in the Town, pursuant to Title 30-A §107 M.R.S.A.

## **3. REPRESENTATION OF COUNTY**

Lincoln County hereby represents and acknowledges that those services described in section 1 of this Agreement would not be provided through any appropriation of the annual Budget of Lincoln County, in the event this Agreement did not exist, and that they are supplementary to any services provided through any such appropriation.

## **4. TERM**

Lincoln County agrees to provide the services specified in this Agreement for a period of one (1) year commencing **July 01, 2019** and terminating **June 30, 2020** unless this Agreement is earlier terminated as set forth in Section 11 hereof.

## **5. PERSONNEL – SHARED RESOURCES**

The Town and the County recognize that there will be times when the primary ACO is unavailable to accept animal control calls. With those times in mind, Lincoln County agrees to establish a list of on call secondary ACO's, consisting of ACO's from other participating municipalities who will be able to accept animal control calls when the primary ACO is unavailable. The Town agrees that the primary ACO may participate in the on call list to assist other Towns as established by Lincoln County.

The Town agrees that the primary animal control officer assigned to duty in the Town may leave the corporate limits of the Town in order to respond to bona fide emergencies at the specific request of an established law enforcement agency or other ACO. The ACO's so responding shall return to duty in the Town as soon as possible.

Both parties agree to utilize ACO's from other Towns who participate in similar ACO agreements with Lincoln County as secondary on call ACO's for the purpose of this agreement.

The Office of the Sheriff shall provide the Lincoln County Communications Center (LCCC) with an up to date list of primary and secondary ACO's and their respective contact information. In addition the Sheriff shall provide the LCCC with

an up to date schedule of which secondary ACO is on call and available to respond as needed.

COPY

## **6. SELECTION OF ACO's**

Lincoln County in consultation with the Town shall make all decisions regarding hiring and firing of the primary and secondary ACO(s), provided, however, that Lincoln County shall replace the Primary ACO only with an individual meeting the qualifications specified in the paragraph below and provided further that Lincoln County shall not terminate the Primary ACO's employment before making provision for his/her replacement. Lincoln County shall allow and invite a representative from the Town to participate in the selection of the Primary ACO. Lincoln County shall provide a list of names and Towns of residence of all ACO(s) providing services under this Agreement, and Lincoln County shall update the list within thirty (30) days of the change of any personnel affected.

The Town agrees that all requests made by the ACO to the Town pertaining to equipment, training, work schedule and other related matters will be referred to the Sheriff's Office for approval. In addition, all ACO's shall meet the State and County training and other requirements for Animal Control Officers.

Lincoln County, through the Sheriff's Office, shall provide the Town with written responses to citizen inquiries and complaints which are directed towards the ACO's when appropriate. Such responses shall be provided by the Sheriff within 60 days of filing.

## **7. EQUIPMENT**

The Town agrees to allow Lincoln County to use any ACO related equipment in its possession for the duration of this agreement. Lincoln County agrees to coordinate the replacement, upgrade, or purchase of new equipment with the Town and other Towns who participate in similar agreements to maximize efficiency and reduce duplication. Any equipment related costs must be approved by the Town in accordance with section 9 of this agreement.

## **8. BUDGET and CONTINGENCY**

The Town shall establish the annual budget for animal control services as it deems appropriate. Lincoln County agrees to monitor and operate within the budget set by the Town for purposes of this agreement.

Both parties recognize that unforeseen or unplanned for expenses directly related to animal control services may occur during the term of this agreement.

Each party agrees to notify the other as soon as practical when a situation arises that is outside of the normal ACO operations budget. The Town agrees to take appropriate steps to ensure that a contingency is available to cover any such costs.

COPY

## 9. COST

- (A) For the term of this Agreement, the Town shall compensate Lincoln County for work hours of the ACO(s) for the enforcement of the Town's Animal Control and related Ordinances at a rate of \$16.00 per hours in addition to all applicable benefits. (FICA, Workers Comp, MePERS, Unemployment etc.)
- (B) The Town agrees to compensate Lincoln County an amount not to exceed \$300.00, for providing an on call ACO during the term of this Agreement. Such amount shall be billed annually, as part of the regular billing process.
- (C) The Town also agrees to pay the IRS mileage rate set by Lincoln County for any ACO who physically responds to duties directly related to this agreement.
- (D) The Town agrees to pay a minimum of two hours for each ACO who is physically required to respond to a call. In addition, the Town agrees to pay by the hour for calls requiring a phone response. In any case only actual hours worked shall be calculated for purposes of overtime pay.
- (E) The Town agrees to pay the costs of the ACO's inoculations, training, office supplies, photocopying, equipment and the like directly related to this agreement, except in cases where these costs may be shared among participating municipalities then the Town agrees to share equally in those costs.
- (F) Payments are to be made to the Treasurer of Lincoln County and mailed to the Lincoln County Sheriff's Office at P.O. Box 611, Wiscasset, ME 04578 on a quarterly basis.

Administrative expenses that include the supervision, processing of payroll and other human resource needs are included in costs outlined sections A and B above. Dispatching services by Lincoln County shall not be considered as expenses to be charged against the Town under this Agreement. Further, Lincoln County shall bear the sole responsibility of ensuring that all payments for direct and indirect expenses incurred by Lincoln County in performing services under this Agreement shall be made.

Lincoln County agrees that the ACO(s) providing the services to the Town shall be employee(s) of Lincoln County and not those of the Town, and that Lincoln County shall be responsible for the payment of any compensation or indemnity to any such employee(s) because of injury or sickness arising out of his or her employment.

## 10. MUTUAL OBLIGATION TO DEFEND, INDEMNIFY AND HOLD HARMLESS

The County and Town agree that each shall defend, indemnify and hold harmless the other for any claims, demands, actions or causes of action asserted against one as a

result of the actual or alleged negligence or other wrongdoing by the other, including claims, demands, actions or causes of action asserted against, or caused by, County or Town employees, agents, attorneys or others acting on their behalf.

The party obligated to defend, indemnify or hold harmless shall have the right to control the defense of, or response to, any claim, demand, action or cause of action that is asserted or filed against the other. The right to control includes the right to hire counsel of the obliged party's choosing, and to settle or defend any such claims in the obliged party's sole discretion.

In the event that claims are asserted against both parties by a third party for matters relating to or arising out of this Agreement, then each party shall be obligated to defend itself in response to, or defense of any such claim. If a fact-finding tribunal ultimately adjudicates the merits of any such claims, and if that adjudication results in a determination that either party is liable for damages, then the liable party shall be obligated to reimburse the other party for those fees, expenses, costs and damage that were determined to be caused by, or the responsibility of, the liable party. The intent of this agreement to defend, indemnify and hold harmless is to allocate the financial and other exposure, expense and burden to the party whose conduct has resulted in the assertion or filing of any claim, demand, action or cause of action.

COPY

## **11. STANDARD OF PERFORMANCE**

Lincoln County and all participating Towns agree to form an Advisory Committee consisting of at a minimum one ACO, one representative from each participating municipality, and one county representative. The Advisory Committee shall meet as needed to evaluate the effectiveness of this agreement, training, equipment and other needs, and to report its findings with recommendations to each party to this agreement. Lincoln County through the Sheriff's Office shall host and coordinate Advisory Committee activities with the Town(s).

The Town and Lincoln County shall attempt to mutually resolve all issues pertaining to the nature of the services and conduct of the ACO(s) performed under this Agreement, and may mutually choose to do so through the Advisory Committee, provided, however, that Lincoln County shall make the final determination on said issues. Lincoln County agrees to receive and consider, in good faith, all inquiries and requests made by the Town. All decisions pertaining to employment, discipline, and discharge of personnel, performance of duties and other personnel matters shall remain exclusively with Lincoln County.

## **12. JOB DESCRIPTION(S)**

A copy of all relevant Job Descriptions for Town and County positions shall be attached to and be made a part of this Agreement.

### 13. ARBITRATION

(A) In the event of dispute between the parties, either party may request arbitration to resolve such dispute and may refer the disputed matter to an arbitration panel. Such election for arbitration shall be conclusively evidenced by the filing of a written demand for arbitration with the opposing party. This demand for arbitration shall be made within thirty (30) days after the claim, dispute or other matter in question has arisen, and in no event shall it be made when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. A written demand for arbitration shall also be set forth the name of the complaining party's representative to the arbitration panel, as defined below.

(B) The arbitration panel shall consist of the following members:

- a representative of the Town appointed by the Selectmen;
- a representative of Lincoln County appointed by the County Commissioners; and
- a third member to be selected by the two members previously selected;

except that, if the representative of the parties cannot agree on a third member within ten days of the appointment of the last of them, either one may request the American Arbitration Association to appoint said third member and the selection of the American Arbitration Association shall be binding on both parties.

(C) Once a party has sent the other party a written demand for arbitration, the other party must appoint its representative within Twenty (20) days of the receipt of said demand for arbitration and must give notice of its decision to the other party within the same period of time.

(D) The two representatives so appointed to the arbitration panel shall select a third member of their panel as provided in paragraph (B) above.

(E) The claim, dispute or other matter shall be submitted to the full arbitration panel after appointment of the third member and the panel shall render its decision within thirty (30) days from the close of the hearing.

(F) All costs of the arbitration shall be borne equally by each party.

(G) The decision of the arbitrators shall be final and conclusive between the parties.

**14. TERMINATION**

(A) This Agreement shall expire on **June 30, 2020** unless earlier terminated in accordance with paragraph (B) of this Section or unless extended as set forth in Section 15 hereof. The County, through the Sheriff's Office, agrees to provide the Town with any proposed renewal contract at least sixty (60) days prior to expiration.

(B) Either party can terminate this Agreement, at any time, by providing the other party with a written notice of termination not fewer than sixty (60) days prior to the date specified for termination in said notice.

**15. EXTENSION**

Unless terminated on notice, as provided in Section 10 above, rights and privileges herein granted, together with all other provisions of this Agreement, shall continue in full force and effect, subject to necessary adjustment of any added cost factors, for an additional period of thirty (30) days from the date of expiration heretofore mentioned, unless either party, at least ten (10) days prior to said date of expiration, shall notify the other party in writing that it does not desire the Agreement to be extended for such an additional period.

**16. ENTIRE AGREEMENT**

This instrument embodies the entire Agreement of the parties. There are no promised terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or Agreements, either verbal or written, between the parties hereto.



IN WITNESS WHEREOF, the TOWN OF WISCASSET by order duly adopted by its Selectmen, has caused this Agreement to be signed by the Selectmen; and the COUNTY OF LINCOLN, by order of the County Commissioners, has caused this Agreement to be subscribed by the Chairman of said Board and the seal of said Board to be affixed thereto and attested by the Clerk of said Board, all as of the day and year first below written.

**SIGNED, SEALED AND DELIVERED**

IN THE PRESENCE OF:      COUNTY OF LINCOLN

DATE:                              BY:

CHAIRMAN  
COUNTY COMMISSIONERS

DATE:                              BY:

SHERIFF

**SIGNED, SEALED AND DELIVERED**

IN THE PRESENCE OF:      TOWN OF WISCASSET

DATE:                              BY:

ATTEST:

COUNTY ADMINISTRATOR, DEPUTY

10h

2/14

Form 4501

Notification: 10300847184

Work Order: 801000241238

CENTRAL MAINE POWER COMPANY

APPLICATION FOR POLE LOCATION OR UNDERGROUND LOCATION

In the City/Town of: Wiscasset, Maine

To the: [ ] City [X] Town [ ] County of: Lincoln, Maine

COPY

- [X] Central Maine Power hereby applies for permission to: [X] Construct and maintain poles together with attached facilities and appurtenances upon, along or across certain streets and highways in said City/Town as described below. [ ] Construct and maintain buried cables, conduits, manholes and handholes, together with wire and cables, transformers, outlets, and other equipment thereon, under, along, and across certain streets and highways in said City/Town as described below.

[X] Central Maine Power Company and FairPoint New England

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

- 1. Starting Point: Brown Road
2. Road (State & CMP): Old Sheepscot Road (Town) / Sheepscot Road (CMP)
3. Direction: Southwesterly
4. Distance: 900 feet
5. Number of Poles: 1

- [X] Overhead wires shall have a minimum clearance of 18 feet over the public highway and be constructed to conform with the requirements of the National Electric Safety Code. [ ] Buried cable facilities shall be placed at a minimum depth of 36 inches under pavement and 30 inches elsewhere and be constructed to conform with the requirements of the National Electric Safety Code.

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

[ ] Public Notice of this application has been given by publishing the text of the same [X] Not Published

In: [ ] On: [ ]

CENTRAL MAINE POWER COMPANY

FairPoint New England

By: Frank Newell

Date: Jun 4, 2019

By: [Signature] Date: 6/14/2019 Jess TIGHEMONT - RIGHT OF WAY



Hy4

Form 4503

Notification: 10300847104

Work Order: 801000241298

LOCATION PERMIT

Upon the Application of Center Maine Power Company and FairPoint New England

dated Jun 4, 2019, asking for permission, in accordance with law, to construct and

maintain poles, buried cables, conduits, and transformers, together with attached facilities and appurtenances over, under, along or across certain highways and public roads in the location described in said application,

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

said facilities and appurtenances in the City / Town of Wiscasset

approximately located as follows:

- 1. Starting Point: Brown Road
- 2. Road (State & CMP): Old Sheepscot Road (Town) / Sheepscot Road (CMP)
- 3. Direction: Southwesterly
- 4. Distance: 900 feet
- 5. Number of Poles: 1

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

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

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

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

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

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

Municipal Officers

COPY

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

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

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



**CENTRAL MAINE POWER COMPANY - Leader Sheet**

The following telecopy, consisting of \_\_\_\_\_ page(s) plus leader sheet, is being sent

To: Town of Wiscasset Fax: 882-8228  
 From: CMP- Fax: 207-629-4752

Notes: Town Pole Permit  
Please sign and fax back.  
Thank you.

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

12a

**NOTICE OF PROPERTY TAX ASSESSMENT REVIEW**

06/04/2019

Revision Investments, LLC  
91 West Main Street  
Liberty, ME 04949

**PROPERTY REVIEWED**

COPY

Map R09 Lot 001-002-ON RE Acct #2679

**CURRENT ASSESSED VALUE**

Land Value: \$ 0 Building Value: \$ 36,800

**FINDINGS**

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

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

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

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

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

X  Abatement will be recommended for : \$ 719.44

Remarks: After extensive review and information provided to myself and my superior at R.J.D. Appraisal, a decision has been reached that at this time the solar panels assessed to Revision Investments located at 485 Chewonki Neck Road, were eligible for BETE tax exemption for the 2018 tax year. They were initially denied Exemption because of being assessed as real estate, but after review and findings, the solar panels can be considered personal property and BETE can be granted, if criteria has been met. Based on information and consult available at this time it appears criteria has been met. I hereby recommend an abatement of this tax for the 2018 year. Due to the scope of review of this issue, multiple extensions were agreed upon between Revision's representatives and the Assessing agent's office, hence why an answer to a November 2018 abatement request is being answered at this time. If you have any further questions, please feel free to contact the Wiscasset Assessing office.

Sincerely;



Ellery G. Bane C.M.A

Assessors Agent

Town of Wiscasset

If you elect to appeal the decision on your request for tax abatement, your appeal process will now go in front of the Lincoln County Commissioners Office. Application must be made in writing to the Board within 60 days of this notice. Actions applicable to the tax assessment and abatement appeal process are addressed in Title 36 MRS Sections 841.

**APPLICATION FOR ABATEMENT OF PROPERTY TAXES**

36 M.R.S. § 841

See Property Tax Bulletin No. 10 for more information

This application must be signed and filed with the municipal assessor. A separate application should be filed for each separately assessed parcel of real estate claimed to be overvalued.

- 1. Name of applicant: ReVision Investments LLC
- 2. Mailing address: 91 West Main Street, Liberty, ME 04949
- 3. Property address or map/lot: 585 Chewonki Neck, Wiscasset (R09-001-002-ON"")
- 4. Telephone number for applicant: 207-837-8637
- 5. Tax year for which abatement is requested: 2018
- 6. Assessed valuation of real estate: \$36,800
- 7. Assessed valuation of personal property: 0
- 8. Abatement of real estate valuation requested: \$36,800
- 9. Abatement of personal property valuation requested: 0
- 10. Reasons for requesting abatement (please be specific, stating grounds for belief that property is overvalued for tax purposes): See attached letter.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To the assessing authority of the Municipality of Wiscasset

In accordance with the provisions of 36 M.R.S. § 841, I hereby make written application for abatement of property taxes as noted above. The above statements are correct to the best of my knowledge and belief.

November 28, 2018  
Date

*William B. L.* Managing Member  
Signature of Applicant



# REVISION ENERGY

November 28, 2018

Assessor's Office  
Town of Wiscasset  
51 Bath Road  
Wiscasset, ME 04578

RE: Abatement Request for Solar Installation, 485 Chewonki Neck Road  
(Account, 002679 RE)

Dear Assessor,

Enclosed, please find an abatement request for the 2018 tax year for the ReVision Investments LLC (ReVision) solar project at 485 Chewonki Neck Road in Wiscasset Maine, 04578. ReVision requests full abatement of the \$719.44 tax bill on grounds that it is illegal taxation under Maine law.<sup>1</sup>

ReVision timely applied for a Business Equipment Tax Exemption (BETE) for this property. In August, the Assessor's Agent for the Town of Wiscasset (Town) denied ReVision's BETE request, on grounds that

"The solar panels in the Town of Wiscasset are assessed as real estate. It would not be treating other owners fairly and equitably if we treated the solar panels at 485 Chewonki different."

Town of Wiscasset, *Letter from Assessor's Agent*, at 1 (Aug. 24, 2018). This is not a lawful basis for denial under the BETE program, 36 M.R.S.A. § 691 *et. seq.*

The Town is correct that BETE generally applies to "tangible personal property." *Id.* § 691(1)(F).<sup>2</sup> The town erred, however, by classifying ReVision's solar panels as real estate based solely on how the town classifies similar property in other locations. Instead, the town should have applied the longstanding three-part test to determine whether personalty has become affixed to realty such that the property merges with and becomes part of the underlying real estate. See *Bangor-Hydro Elec. Co. v. Johnson* 226 A.2d 371, 378 (Me. 1967). This analysis is a fact-intensive inquiry based on the particular circumstances of the property in question:

The test to determine whether personal property becomes part of real estate by accession, composed from Maine case law may be expressed as follows: ... a chattel is not merged in the realty, unless (1) it is physically annexed, at least by juxtaposition, to the realty or some

<sup>1</sup> ReVision paid the initial installment of \$359.72 under protest and notice of pending appeal on Oct. 29, 2018.

<sup>2</sup> But see *infra*, footnote 4, discussing applicability of BETE to "property that is affixed or attached to a building." 36 M.R.S.A. § 691(1)(F).





## REVISION ENERGY

appurtenance thereof, (2) it is adapted to the use to which the land to which it is annexed is put, or the chattel and the real estate are united in the prosecution of a common enterprise, and (3) it was so annexed with the intention on the part of the person making the annexation to make it a permanent accession to the realty, which intention is not the hidden secret intention of the party making the annexation, but the intention which the law deduces from such external facts as the structure and mode of attachment, the purpose and use for which the annexation has been made and the relation and use of the party making it.

*Enerquin Air, Inc. v. State Tax Assessor*, 670 A.2d 926, 929 (Me. 1996), quoting *Bangor-Hydro*, 226 A.2d at 378. "Special prominence is given to the last of these tests." *Boothbay Harbor Condominiums, Inc. v. Department of Transp.*, 382 A.2d 848, 854 (Me. 1978), citing *Bangor-Hydro*, 226 A.2d at 378.

Regarding the first test, annexation, the courts have held that physical connection is not enough if the property can be removed without harm to the underlying real estate. *Bangor Hydro* at 376 (utility poles are personal property despite being set in the ground since they can be removed without injury to the real estate and without appreciably reducing the condition and value of the land); *Franklin Property Trust v. Foresite, Inc.*, 489 A.2d 12, 14 (Me. 1985) (mall entry sign, even though mounted on two steel beams set into the ground, removeable as personal property); cf. *Lewiston Bottled Gas Co. v. Key Bank of Maine*, 601 A.2d 91, 94 (Me. 1992) (heating units built into hotel at initial construction are appurtenant to realty because removal "would create a large hole in the walls of each room").

In the instant case, the solar panels are mounted on the roof of buildings owned by the Chewonki Foundation (Foundation) and are not only removable, but in fact the Power Purchase Agreement (PPA) between ReVision and the Foundation requires ReVision to permanently remove the solar panels upon termination of the PPA and to either temporarily remove the panels or permanently relocate the panels to another site if the Foundation desires to repair or modify the building, or for any other reason.<sup>3</sup>

The second test speaks to the adaptation of the property to the uses and purposes for which the building was erected. Property custom made for a particular property (e.g. permanent concrete bleachers, *Searle*, 2010 ME 89 at ¶20) or essential to the operation of the property (e.g. air processing system owned by building owner and used for operating the building, *Enerquin Air*, 670 A.2d at 929); heating and cooling units that make hotel rooms habitable, *Lewiston Bottled Gas Co.*, 601 A.2d at 94), is deemed change its character to make it appurtenant.

<sup>3</sup> The PPA contains proprietary and confidential business information of ReVision. If the Town requests, ReVision will provide a redacted copy of the PPA.



Here, the solar panels are not custom made for the particular installation – indeed, “plug and play” panels are now a ubiquitous global commodity. Nor are they essential to the function of the building. Rather the PPA allows the Foundation to meet its sustainability goals by purchasing zero-emission renewable power when the sun is shining. At night, when the solar system is down, and when building loads exceed solar generation, power is supplied by the utility grid. If the solar array was removed, the building would be able to continue its operations and function without any noticeable effect or change in the condition or value of the underlying property. Thus, while the panels may supply some of the electricity used in the buildings they are but one source of power and cannot be said to be unique or essential to the facility.

The Maine Supreme Court says of the third element – the intent at the time of attachment of the one allegedly annexing the personalty to the real estate – that “the relationship between the owner of the real estate and the party allegedly annexing the personal property is many times controlling.” *Bangor-Hydro*, 226 A.2d at 377. Where there is no unity of title between the realty and the personalty, e.g., where, as here, the property owner is a licensee whose right to use the premises is subject to expiration, *id.*, there is no annexation.

Accordingly, because the solar panels at issue here fail each of the tests determining when personal property becomes realty, the panels must be deemed to be tangible personal property fully eligible for BETE pursuant to 36 M.R.S.A. § 691(1)(f).<sup>4 5</sup>

The fact that state tax law may treat certain commercial property differently than identical non-commercial property (e.g. computer or audio-visual equipment), does not make such tax policies unfair. Rather, the Town must presume that the Legislature intentionally enacted tax incentive programs such as BETE to benefit the state’s economy and it must implement those programs as designed.

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<sup>4</sup> BETE also provides for tax exemption for real property when used to further a particular trade or business: “Qualified property” also includes all property that is affixed or attached to a building or other real estate if the property is used primarily to further a particular trade or business activity taking place in that building or on that real estate.” 36 M.R.S.A. § 691(1)(F). Here, even if deemed affixed to the building, the solar panels are eligible qualified property under BETE because they are used by the owner of the panels, ReVision, to generate and sell renewable, zero-emission electricity, which is the particular business activity that ReVision engages in on the real estate.

<sup>5</sup> Because the solar panels are used to generate electricity, they also cannot be deemed to be a “building component or attachment to a building used primarily to serve the building as a building” *id.*, such as a roof, window, or light. While buildings may use energy, a building *qua* building does not produce energy. Moreover, if electrical production were intended to be swept up in the above provision regarding buildings and buildings (or land as land), then the BETE exception for energy production that is directly or indirectly sold and transmitted through the facilities of a transmission and distribution utility, *id* at § 691(2)(A)(2), would be surplusage. Such an interpretation of statute cannot stand. *Central Maine Power Co. v. Devereux Marine, Inc.*, 2013 ME 37, ¶8.



## REVISION ENERGY

For the above reasons, the Assessors' Agent denial of ReVision's BETE application is in error and should be reversed.

On behalf of ReVision, please let me know if I can provide further information or if the town or its counsel would like to discuss this abatement request.

In the event the town disagrees with the legal conclusions herein, prior to any denial, ReVision requests the opportunity for a hearing and to submit evidence regarding over valuation of the property.

Sincerely,

Stephen F. Hinchman, Esq.  
Counsel for ReVision Investments, LLC.



March 21, 2019

Ellery Bane, Assessor's Office  
Town of Wiscasset  
51 Bath Road  
Wiscasset, ME 04578

RE: Abatement Request for Solar Installation, 485 Chewonki Neck Road  
(Account, 002679 RE)

Dear Mr. Bane,

Please accept this response to your letter dated March 13, 2019 seeking additional information as requested by Maine Revenue Services regarding ReVision Investments' solar projects at the Chewonki Foundation. This letter also provides our consent to your recent email request for a second extension of time to review ReVision Investment LLC's ("ReVision") Abatement Request filed Nov. 28, 2018.

A. Data Response

In response to the Maine Revenue Services four data requests, ReVision submits the following. The responses to questions 1, 3 and 4 contain proprietary information and must be kept confidential pursuant to 36 M.R.S.A. § 706-A(1).

1. **Power Purchase agreement/lease between ReVision and Chewonki Foundation.**

Please see attached confidential Exhibit A (Power Purchase Agreement, or PPA). Maine Revenue has also requested an explanation of the business and contractual arrangements, which is as follows.

Pursuant to the 2016 PPA, the Chewonki Foundation has agreed to provide roof space on three of its buildings (CEE, Wallace, Allen) for ReVision to build, own and operate PV solar electric generating facilities. Chewonki further agreed to purchase 100% of all power produced by each of the three systems at an agreed upon rate per kWh. Each of the three stand-alone solar systems has a private revenue grade meter used to measure solar generation. The meter is located prior to the point where the solar array connects to each building's electrical panel. In each case, the solar system and the building electric panel are entirely located on the customer side of the utility electric meter – i.e. on Chewonki's private electric lines. See PPA, Ex. 2, Sheets E-01, E-02 and E-03 (Bates numbers 008-010).

Under the terms of the PPA, title to the solar electricity passes from the Seller (ReVision) to the Buyer (Chewonki) at the private solar meter immediately before the point of



# REVISION ENERGY

interconnection with the Buyer’s building. None of the power sold by ReVision is transmitted on the utility grid in order to deliver the solar electricity to the Buyer.

Separately, Chewonki has a net energy billing (NEB) agreement with the electric utility pursuant to the Maine PUC rules in effect in 2016. See 65-407 C.M.R. Ch. 313 (2016) (which pre-dates so-called “gross metering”). Under the NEB Agreement, for any solar kWh Chewonki does not use on site, and which instead backflows onto the utility grid, Chewonki gets a kWh credit that can be used to offset electricity Chewonki purchases from the grid. If Chewonki does not use the NEB credit within one year, it expires. Chewonki cannot sell the credit to another electric user.

## 2. Articles of Incorporation for entity that owns the Facility.

The solar equipment is owned by ReVision Investments LLC. Please see attached articles of incorporation.

## 3. Percentage of Power generated by the Facility that is consumed by the Chewonki Foundation Buildings.

ReVision has three separate projects at Chewonki, each on a separate building. (See PPA Ex. 2, Bates numbers 005-007.) Chewonki must purchase 100% of all solar power generated by each of the PV arrays (regardless of whether it uses the power). None of the solar power sold by Revision and purchased by Chewonki is transmitted through the facilities of a transmission and distribution utility in order to deliver the solar power.

Separate from the PPA, Chewonki has a NEB contract with the electric utility. According to Chewonki, in 2018 it used 100% of all solar power it purchased. At least one-third of the solar electricity it purchased that year from ReVision was used instantaneously. Chewonki reports that it net metered the remainder under its contracts with CMP for each building. Chewonki’s 2018 solar production, consumption and NEB table for each building, below.

	2018 Solar (kWh)	kWh used on site	kWh NEB Credits	% Instantaneous Use by Chewonki
Chewonki CEE	40,884	13,840	27,044	34%
Chewonki Wallace	25,036	21,260	3,776	85%
Chewonki Allen	19,683	12,251	7,432	62%

This information is confidential.



## REVISION ENERGY

**4. Is the energy produced by the Facility subject to so called "net metering" by a transmission and distribution utility?**

ReVision's sale of solar energy to Chewonki is not subject net metering. Chewonki must purchase 100% of all solar power generated regardless of whether it uses, net meters or forfeits NEB credits for that power.

As noted above, apart from the PPA Chewonki has a NEB agreement with CMP for each of the three buildings. ReVision is not a party to the NEB agreements.

Extension Request

ReVision consents to your second extension request until the Town of Wiscasset obtains an advisory ruling from Maine Revenue, which request was made via email. ReVision would ask the opportunity to discuss the situation with the Town and Maine Revenue prior to finalization.

If, after this extension, the Abatement Request is denied, our understanding is that ReVision would then have 60 days to Appeal the denial, if it so desired, pursuant to 36 M.R.S.A. §§ 842-843. Please confirm this is the case.

Sincerely,

A handwritten signature in black ink that reads "Stephen F. Hinchman".

Stephen F. Hinchman, Esq.  
Counsel for ReVision Investments, LLC.

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

12a

**NOTICE OF PROPERTY TAX ASSESSMENT REVIEW**

06/05/2019

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

COPY

**PROPERTY REVIEWED**

**Map R01 Lot 37-F RE Acct #2628**

**CURRENT ASSESSED VALUE**

**(2016 Supplemental Assessment)  
For Farm Land removal**

**\$ 1,781.17**

**FINDINGS**

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

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

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

  X   An adjustment will be made. The following assessment

**(2016 Supplemental Assessment)  
For Farm Land removal**

**\$0**

  X   Abatement will be recommended for : **\$ 1,787.17(2016 Supplemental**

**Tax)**

Remarks: Per further review this supplemental removal penalty is null and void due to the illegal assessments. Unfortunately, unbeknownst to Mr. Gonyou and the Town of Wiscasset, he did not own this lot to request a removal. It needs to be abated to clear the account completely. Because this is beyond one year, this becomes a municipal officers abatement. If you have any further questions, please feel free to contact the Wiscasset Assessing office.

Sincerely;

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

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

12a

**TAX ABATEMENT**

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

We hereby abate the personal property tax amount \$591.71, plus all interest and costs for the tax years 2009 and 2010, for property assessed to Lucinda Tilas, personal property acct #219. Vern Brewer, current owner, paid this amount of the previous owner's taxes. The payment has been applied to taxes assessed to him. This amount was not included in previous abatement. Given unto our hands this day of June 18<sup>th</sup>, 2019.

Wiscasset Board of Selectmen

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

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

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

\_\_\_\_\_  
Jefferson A. Slack

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

COPY