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**Wiscasset Selectboard,  
Assessors and Overseers of the Poor  
Minutes of June 13, 2019**

Present: Judy Colby, Benjamin Rines, Kimberly Andersson, Katharine Martin-Savage, Jefferson Slack and Town Manager John O'Connell.

1. Call the meeting to order. Town Manager John O'Connell called the meeting to order at 5 p.m.
2. Pledge of Allegiance
3. Nominations for Chair of the Wiscasset Selectboard: Town Manager John O'Connell opened the floor to nominations. Katharine Martin-Savage nominated Judy Colby for Chairman of the Wiscasset Selectboard. No other nominations were made. Colby was elected Chairman by a vote of **5-0**.
4. Nominations for Vice-Chair of the Wiscasset Selectboard: Katharine Martin-Savage nominated Ben Rines Jr., for Vice Chairman. No other nomination were made. Rines was elected Vice Chairman by a vote of **5-0**.
5. Adjournment: Motion was made by Katharine Martin-Savage, seconded by Jeff Slack to adjourn at 5:02 p.m. Motion passed **5-0**.

WISCASSET SELECT BOARD,  
TAX ASSESSORS AND OVERSEERS OF THE POOR  
JUNE 18, 2019

Preliminary Minutes

Present: Chair Judy Colby, Kathy Martin-Savage and Jeff Slack and Town Manager John O'Connell

Absent: Kim Andersson and Vice Chair Ben Rines, Jr.,

Chair Judy Colby called the meeting to order at 6 p.m. She congratulated Kathy Martin-Savage and Jeff Slack on their election to the board.

1. Pledge of Allegiance

2. Approval of Treasurer's Warrants

a. **Kathy Martin-Savage moved to approve the payroll warrants of June 7 and 14, 2019. Vote 3-0-0.**

b. **Kathy Martin-Savage moved to approve the accounts payable warrants of June 11 and 18, 2019. Vote 3-0-0.**

3. Approval of Minutes of June 4, 2019

a. **Judy Colby moved to approve the minutes of June 4, 2019 as amended. Vote 3-0-0.**

4. Special Presentations or Awards – none

5. Committee Appointments – none

6. Public Hearings – none

7. Public Comment on non-agenda items

Stephanie Davis said she was disappointed with the unanimous approvals of expenditures on the recent ballot adding that the town could not afford to continue the way it was going, that the revenues did not cover the expenses. She said she would like to get involved in town affairs and had just been elected to the Budget Committee.

8. Department head or Committee Chair

a. Department Head Monthly Reports were submitted: John O'Connell will follow up on the Fire Department report.

9. Unfinished Business

a. Update on Pinkham land violation: O'Connell said he had not received a response to his letter to the attorney. Judy Colby said it appeared some cleaning up of the property had taken place.

b. Surplus Mooring Blocks: **Judy Colby moved to grant permission for John O'Connell to deal with Ray Soule on the sale of the blocks. Vote 3-0-0.**

## 10. New Business

### a. New Business Licenses

- Nicole Grassi-Normand, DBA, the Salty Dog Maine, LLC
- Marianne Barry, DBA Old and Everlasting

**Jeff Slack moved to approve both licenses. Vote 3-0-0.**

### b. Monthly Financials

- Departments' year to date expense reports: Expenditures were 90.03% of the budget at 91.74% through the budget year. John O'Connell has discussed with Lisa Thompson the overrun on the Parks and Recreation Department budget and steps to be taken. The Parks and Recreation budget will be discussed at the second meeting in July.
- H.M. Payson Statement of Accounts

### c. Quitclaim Deeds

- James Cromwell, R01, Lot 044K
- Currier Langley, R1, Lot 044K

**Kathy Marti Savage moved to approve both quitclaim deeds. Vote 3-0-0.**

### d. Bill of Sales for payment of taxes

- James Grover, Map R04, Lot 010-A31
- Kristy Perkins, Map R04, Lot 010-A24
- James Crawson, Map R04, Lot 010-A20
- William Giles, Map R04, Lot 010-A18
- Judith Dow, Map R04, Lot 002-019
- James Abbott, Map R04, Lot 002-019
- James Abbott and Judith Dow R04, Lot 002-19
- Judith I. Ballard, Map R04, Lot 002-008
- Matthew Huber, Map U0, Lot 001-001
- Lawreston Crute (96 Chewonki Neck Road)

**Jeff Slack moved to approve the above bills of sale for payment of taxes. Vote 3-0-0.**

### e. Bill of Sale for sewer lien

- Matthew Huber and Jill Moody, Map U9, Lot 001-001

**Judy Colby moved to approve the above bill of sale for sewer lien. Vote 3-0-0.**

f. Animal Control Contract with Lincoln County Sheriff's Office: John O'Connell said he had received a proposed Animal Control Services contract beginning July 1, 2019 which includes changes to the contract year and requires quarterly payments. There will be an increase of \$465.77 based on hours invoiced in 2018. **Kathy Martin-Savage moved to authorize the Town Manager to execute on behalf of the Town of Wiscasset a contract for Animal Control Services with Lincoln County Sheriff's Office. Vote 3-0-0.**

g. Discuss July Select Board meeting dates: **Kathy Martin-Savage moved to change the July meeting dates to July 9 at 6 p.m. and July 23 at 6 p.m. and authorize the Town Manager to open bids in public at 6 p.m. on July 2 and bring the bids to the next meeting. Vote 3-0-0.**

h. Pole Permit (Old Sheepscot Road): **Judy Colby moved to approve the pole permit for Old Sheepscot Road. Vote 3-0-0.**

#### 11. Town Manager's Report

a. Meeting with FAA June 19: John O'Connell will meet with the FAA on July 19 to prepare for a formal meeting in August. Stantec will also be present. A scoping meeting will be scheduled with the campground people to discuss the next steps.

b. 4<sup>th</sup> of July Update: The Fire Chief, Police Chief and Ted Snowdon, Public Works, have been working on the July 4<sup>th</sup> parade route, appropriate notifications have been made and cones will be placed. The selectmen will not participate in the parade this year. Kathy Martin-Savage asked that traffic not be routed through Lee Street during the parade.

c. HPC Workshop: The committee had met to discuss general outlines, changes to the ordinance, schedule for ballot, and secretarial budget.

d. Pier Beer – Pier Vendor Permit/Business License withdrawn: The vendor had problems getting clarification from the DHHS and the Maine Liquor Commission and has withdrawn his application for this year.

#### 12. Assessors' Business

##### a. Abatements

- Revision Investments, LLC (Map R09, Lot 001-002-ON) for \$719.44
- Ronald Gonyou, Jr. (Map R01, Lot 037F) for \$1,787.17

**Kathy Martin-Savage moved to approve the property tax abatements for Revision Investments, LLC for \$719.44 and for Ronald Gonyou in the amount of \$1,787.17 as recommended by assessors' agent Ellery Bane. Vote 3-0-0.**

- Lucinda Tilas (Personal Property Tax), \$591.71

**Kathy Martin-Savage moved to approve the Personal Property Tax abatement for Lucinda Tilas in the amount of \$591.71 as recommended by the Tax Collector/Treasurer. Vote 3-0-0.**

#### 13. Other Board Business

a. Executive Session to discuss disposition of publicly held property: **Judy Colby moved to enter Executive Session pursuant to 1 M.R.S.A. §405 (6)(c). Vote 3-0-0.** Colby said that any decision made in executive session will be brought for a vote of the full board at the next meeting. The board entered executive session at 6:35 and exited at 7:30 p.m.

#### 14. Adjournment

**Jeff Slack moved to adjourn at 7:30 p.m. Vote 3-0-0.**

**PROCLAMATION**

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*WHEREAS, the City of Alexandria expresses its appreciation to the City of Wiscasset for its warm hospitality of the Tall Ship Providence for the past nine months; and*

*WHEREAS, the local community provided some of its finest woodworkers and carpenters to complete this restoration; and*

*WHEREAS, the City of Wiscasset has been most kind and generous in its support of both ship and restoration crew; and*

*WHEREAS, the Tall Ship Providence will consider the city of Wiscasset its second port and will always welcome citizens of Wiscasset to visit the ship in its new home; and*


*WHEREAS, the Tall Ship Providence is ready to make sail for the City of Alexandria.*

*NOW, THEREFORE, I, JUSTIN M. WILSON, Mayor of the City of Alexandria, Virginia, and on behalf of the Alexandria City Council, do hereby recognize Wednesday, June 19<sup>th</sup>, 2019, as:*

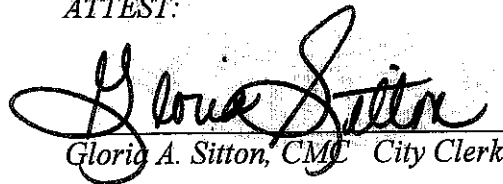
**“WISCASSET APPRECIATION DAY”**

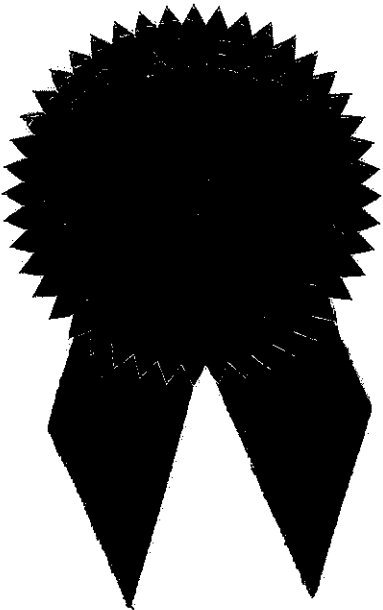
*In the City of Alexandria and I call this observance to the attention of all our citizens.*

*IN WITNESS WHEREOF, I have here unto set my hand and caused the Seal of the City of Alexandria to be affixed this 17<sup>th</sup> day of June, 2019.*

  
\_\_\_\_\_  
**MAYOR JUSTIN M. WILSON**  
*On behalf of the City Council  
of Alexandria, Virginia*

ATTEST:

  
\_\_\_\_\_  
*Gloria A. Sitton, CMC City Clerk*



Sa

Town of Wiscasset  
Board/Committee Membership Application

Full Name: Debra Pooler  
Street Address: 30 Langdon Road  
Mailing Address: Same Home Phone: 207 882-6201  
Town of Legal Residence: Wiscasset  
Work Phone: 882-7722 Cell Phone: 837-2712 E-mail debra.pooler@gmail.com  
I wish to be considered for the appointment to the: Ordinance Review Committee  
Term Of Appointment \_\_\_\_\_

Full member: \_\_\_\_\_ Reappointment:  Alternate member: \_\_\_\_\_

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

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

List civic organizations to which you belong now: NASS (National Association of Planning Board Student Councils)

Prior experience, knowledge, or abilities that you have which would contribute to the activities of the Board or Committee: Have served on Planning Board for many years - ordinance review committee needs members  
Signature: Debra Pooler Date: 6/23/19

Additional comments can be made on the reverse side of this form.  
Please return to the Selectmen's Office, 51 Bath Road, Wiscasset, ME 04578, by fax 882-8228 or e-mail at [clerk@wiscasset.org](mailto:clerk@wiscasset.org)

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For Office Use:

Date received: 6/25/19 Date Appointed: \_\_\_\_\_ Term: reappointment former member Dec. 31, 2020

56

Town of Wiscasset  
Board/Committee Membership Application

Full Name: Stephane Davis  
Street Address: 212 Federal St  
Mailing Address: Same As Above Home Phone: 919 208 5887  
Town of Legal Residence: Wiscasset  
Work Phone: \_\_\_\_\_ Cell Phone: 919-208 5887 E-mail davisdc72@yahoo.com

I wish to be considered for the appointment to the: Budget Committee  
Term Of Appointment 1 yr

Full member:  Reappointment: \_\_\_\_\_ Alternate member: \_\_\_\_\_

Do you currently serve or have you ever served on any Town Board? No

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

List civic organizations to which you belong now: \_\_\_\_\_

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

Signature: Stephane Davis Date: 10/20/19

Additional comments can be made on the reverse side of this form.  
Please return to the Selectmen's Office, 51 Bath Road, Wiscasset, ME 04578, by fax 882-8228 or e-mail at [clerk@wiscasset.org](mailto:clerk@wiscasset.org)

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For Office Use: \_\_\_\_\_

Date received: 10/20/19 Date Appointed: \_\_\_\_\_ Term: Exp. June Election 2020

1 yr. Appointment by selectmen  
exp. Election 2020 (June)

ba

BUREAU OF ALCOHOL BEVERAGES AND LOTTERY OPERATIONS  
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT  
8 STATE HOUSE STATION, AUGUSTA, ME 04333-0008  
10 WATER STREET, HALLOWELL, ME 04347  
TEL: (207) 624-7220 FAX: (207) 287-3434  
EMAIL INQUIRIES: [MAINELIQUOR@MAINE.GOV](mailto:MAINELIQUOR@MAINE.GOV)

DIVISION USE ONLY	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Cash Ck Mo:	

NEW application:  Yes  No

PRESENT LICENSE EXPIRES \_\_\_\_\_

INDICATE TYPE OF PRIVILEGE:  MALT  VINOUS  SPIRITUOUS

INDICATE TYPE OF LICENSE:

- RESTAURANT (Class I,H,III,IV)
- RESTAURANT/LOUNGE (Class XI)
- CLASS A LOUNGE (Class X)
- HOTEL (Class I,II,III,IV)
- HOTEL, FOOD OPTIONAL (Class I-A)
- BED & BREAKFAST (Class V)
- CLUB w/o Catering (Class V)
- CLUB with CATERING (Class I)
- GOLF COURSE (Class I,II,III,IV)
- TAVERN (Class IV)
- QUALIFIED CATERING
- OTHER: \_\_\_\_\_

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

Corporation Name: <b>seabasket LLC</b>		Business Name (D/B/A) <b>seabasket</b>	
APPLICANT(S) - (Sole Proprietor) <b>louis rylant</b>		DOB: <b>6/24/77</b>	
		Physical Location: <b>303 bath road</b>	
		DOB:	
Address <b>12 atherstone lane</b>		City/Town <b>wiscasset</b>	State <b>me</b>
		Zip Code <b>04578</b>	
Mailing Address <b>12 atherstone lane</b>			
City/Town <b>bedford</b>	State <b>nh</b>	Zip Code <b>03110</b>	
City/Town <b>bedford</b>	State <b>nh</b>	Zip Code <b>03110</b>	
Telephone Number <b>603</b>	Fax Number	Business Telephone Number <b>2078826581</b>	Fax Number
Federal ID. # <b>81-413-1978</b>	Seller Certificate #: or Sales Tax #:		
Email Address: Please Print	Website: <b>seabasket.com</b>		

If business is NEW or under new ownership, indicate starting date: \_\_\_\_\_

Requested inspection date: asap closed mon +tues Business hours: 11-8 wed-sun

- If premise is a Hotel or Bed & Breakfast, indicate number of rooms available for transient guests: \_\_\_\_\_
- State amount of gross income from period of last license: ROOMS \$ \_\_\_\_\_ FOOD \$ n/a LIQUOR \$ \_\_\_\_\_
- Is applicant a corporation, limited liability company or limited partnership? YES  NO   
If Yes, please complete the Corporate Information required for Business Entities who are licensees.
- Do you own or have any interest in any another Maine Liquor License?  Yes  No  
If yes, please list License Number, Name, and physical location of any other Maine Liquor Licenses.

\_\_\_\_\_  
License # Name of Business (Use an additional sheet(s) if necessary.)

\_\_\_\_\_  
Physical Location City / Town





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Division of Alcoholic Beverages and Lottery  
Operations  
Division of Liquor Licensing and Enforcement

<b>For Office Use Only:</b>	
License #:	_____
SOS Checked:	_____
100% Yes	<input type="checkbox"/> No <input type="checkbox"/>

**Corporate Information Required for  
Business Entities Who Are Licensees**

Questions 1 to 4 must match information on file with the Maine Secretary of State's office. If you have questions regarding this information, please call the Secretary of State's office at (207) 624-7752.

Please clearly complete this form in its entirety.

- Exact legal name: seabasket LLC
- Doing Business As, if any: seabasket
- Date of filing with Secretary of State: nov 2016 State in which you are formed: NH
- If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:  
November 2016
- List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percentage ownership: (attach additional sheets as needed)

NAME	ADDRESS (5 YEARS)	Date of Birth	TITLE	Ownership %
Louis Rylant	12 atherstone lane bedford NH 03110	6/24/77	president	100

(Stock ownership in non-publicly traded companies must add up to 100%.)

- If Co-Op # of members: \_\_\_\_\_ (list primary officers in the above boxes)

7. Is any principal person involved with the entity a law enforcement official?

Yes  No  If Yes, Name: \_\_\_\_\_ Agency: \_\_\_\_\_

8. Has any principal person involved in the entity ever been convicted of any violation of the law, other than minor traffic violations, in the United States?

Yes  No

9. If Yes to Question 8, please complete the following: (attached additional sheets as needed)

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

Date of Conviction: \_\_\_\_\_

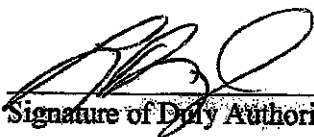
Offense: \_\_\_\_\_

Location of Conviction: \_\_\_\_\_

Disposition: \_\_\_\_\_

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Signature:



6-5-19

Signature of Duly Authorized Person

Date

Print Name of Duly Authorized Person

Submit Completed Forms to:

Bureau of Alcoholic Beverages  
Division of Liquor Licensing and Enforcement  
8 State House Station, Augusta, Me 04333-0008 (Regular address)  
10 Water Street, Hallowell, ME 04347 (Overnight address)  
Telephone Inquiries: (207) 624-7220 Fax: (207) 287-3434  
Email Inquiries: [MaineLiquor@Maine.gov](mailto:MaineLiquor@Maine.gov)

Bureau of Alcoholic Beverages and Lottery Operations  
 Division of Liquor Licensing & Enforcement  
 8 State House Station, Augusta, ME 04333-0008  
 10 Water Street, Hallowell, ME 04347  
 Tel: (207) 624-7220 Fax: (207) 287-3434  
 Email Inquiries: [MaineLiquor@maine.gov](mailto:MaineLiquor@maine.gov)

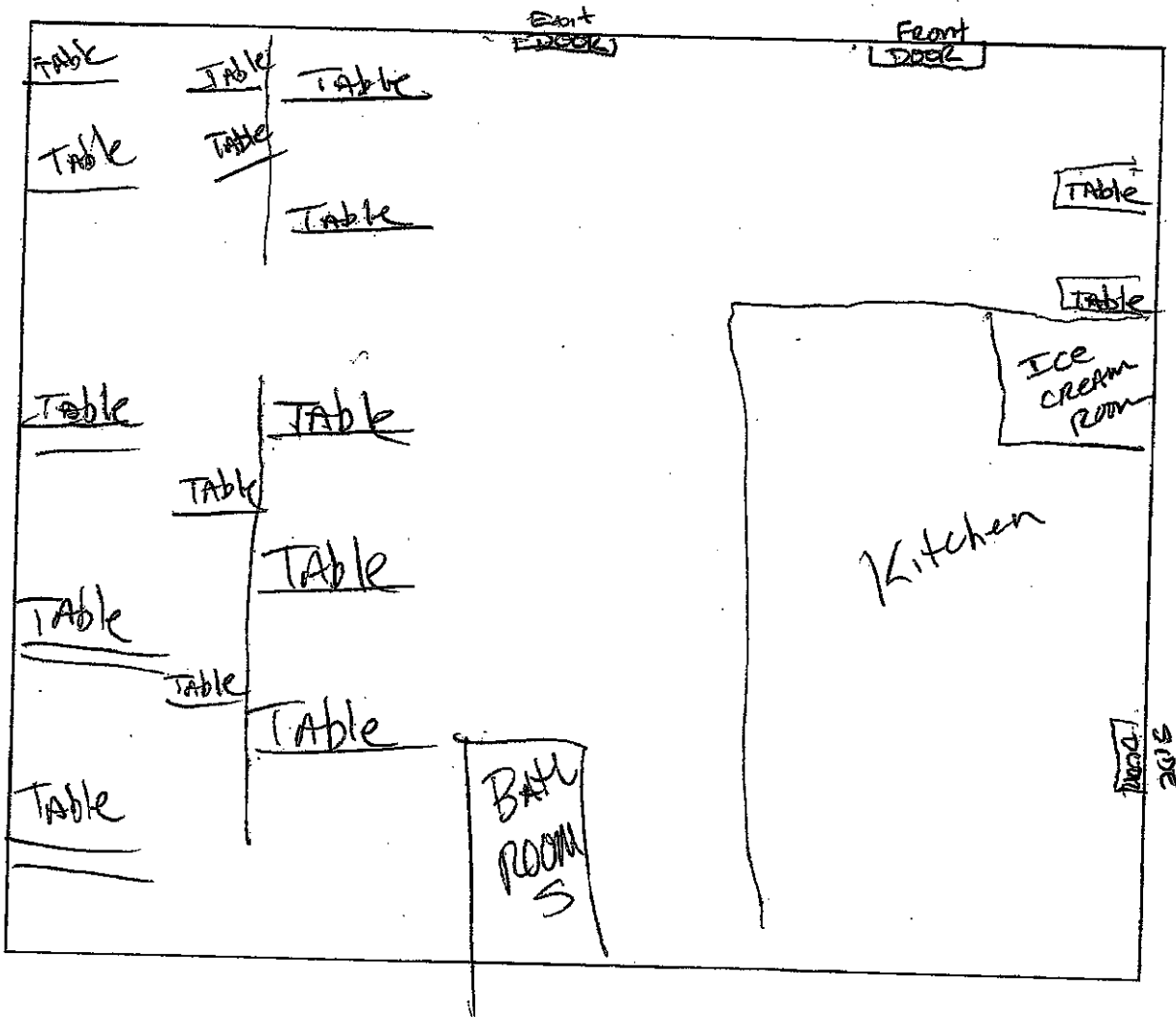
DIVISION USE ONLY	
<input type="checkbox"/>	Approved
<input type="checkbox"/>	Not Approved
BY:	

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ON PREMISE DIAGRAM

In an effort to clearly define your license premise and the area that consumption and storage of liquor is allowed. The Division requires all applicants to submit a diagram of the premise to be licensed in addition to a completed license application.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas of your diagram including entrances, office area, kitchen, storage areas, dining rooms, lounges, function rooms, restrooms, decks and all areas that you are requesting approval from the Division for liquor consumption.



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D. If an application is approved by the municipal officers or the county commissioners but the bureau finds, after inspection of the premises and the records of the applicant, that the applicant does not qualify for the class of license applied for, the bureau shall notify the applicant of that fact in writing. The bureau shall give the applicant 30 days to file an amended application for the appropriate class of license, accompanied by any additional license fee, with the municipal officers or county commissioners, as the case may be. If the applicant fails to file an amended application within 30 days, the original application must be denied by the bureau. The bureau shall notify the applicant in writing of its decision to deny the application including the reasons for the denial and the rights of appeal of the applicant. [1995, c. 140, §5 (NEW).][ 2003, c. 213, §1 (AMD) .]

2. Findings. In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:

A. Conviction of the applicant of any Class A, Class B or Class C crime; [1987, c. 45, Pt. A, §4 (NEW) .]

B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control; [1987, c. 45, Pt. A, §4 (NEW) .]

C. Conditions of record such as waste disposal violations, health or safety violations or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner; [1993, c. 730, §27 (AMD) .]

D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises; [1989, c. 592, §3 (AMD) .]

E. A violation of any provision of this Title; [2009, c. 81, §1 (AMD) .]

F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601; and [2009, c. 81, §2 (AMD) .]

G. After September 1, 2010, server training, in a program certified by the bureau and required by local ordinance, has not been completed by individuals who serve alcoholic beverages. [2009, c. 81, §3 (NEW) .]  
[ 2009, c. 81, §§1-3 (AMD) . ]

3. Appeal to bureau. Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all licensure requirements and findings referred to in subsection 2.

A. [1993, c. 730, §27 (RP) .]

B. If the decision appealed from is an application denial, the bureau may issue the license only if it finds by clear and convincing evidence that the decision was without justifiable cause. [1993, c. 730, §27 (AMD) .]  
[1995, c. 140, §6 (AMD) .]

4. No license to person who moved to obtain a license. [ 1987, c. 342, §32 (RP) .]

5. Appeal to District Court. Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt of the written decision of the bureau.

An applicant who files an appeal or who has an appeal pending shall pay the annual license fee the applicant would otherwise pay. Upon resolution of the appeal, if an applicant's license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee.

[ 1995, c. 140, §7 (AMD); 1999, c. 547, Pt. B, §78 (AMD); 1999, c. 547, Pt. B, §80 (AFF) .]

**Please be sure to include the following with your application:**

Completed the application and sign the form.

Signed check with correct license fee and filing fee.

Your local City or Towns signature(s) are on the forms.

Be sure to include your ROOM, FOOD and LIQUOR gross income for the year (if applicable).

Enclose diagram for all businesses, auxiliary locations, extended decks and storage areas.

Complete the Corporate Information sheet for all ownerships except sole proprietorships.

If you have any questions regarding your application, please contact us at (207) 624-7220.

All applications for NEW or RENEWAL liquor licenses must contact their Municipal Officials or the County Commissioners in unincorporated places for approval and signatures for liquor licenses prior to submitting them to the bureau.

All fees must accompany application, make check payable to the Treasurer, State of Maine.

This application must be completed and signed by the Town or City and mailed to:  
Bureau of Alcoholic Beverages and Lottery Operations  
Division of Liquor Licensing and Enforcement  
8 State House Station, Augusta, ME 04333-0008.  
Payments by check subject to penalty provided by Title 28A, MRS, Section 3-B.

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**TO STATE OF MAINE MUNICIPAL OFFICERS & COUNTY COMMISSIONERS:**

Hereby certify that we have complied with Section 653 of Title 28-A Maine Revised Statutes and hereby approve said application.

Dated at: Wiscasset, Maine Lincoln county  
City/Town (County)

On: July 9 2019  
Date

The undersigned being:  Municipal Officers  County Commissioners of the  
 City  Town  Plantation  Unincorporated Place of: Wiscasset, Maine

**THIS APPROVAL EXPIRES IN 60 DAYS**

**NOTICE - SPECIAL ATTENTION**

**§653. Hearings; bureau review; appeal**

1. **Hearings.** The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, may hold a public hearing for the consideration of applications for new on-premises licenses and applications for transfer of location of existing on-premises licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.

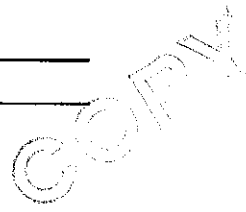
A. The bureau shall prepare and supply application forms. [1993, c. 730, §27 (AMD).]

B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located. [1995, c. 140, §4 (AMD).]

C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premises license or transfer of the location of an existing on-premises license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premises license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premises license that has been extended pending renewal within 120 days of the filing of the application. [2003, c. 213, §1 (AMD).]



5. Do you permit dancing or entertainment on the licensed premises? YES  NO
6. If manager is to be employed, give name: john toumanides
7. Business records are located at: 303 bath rd (seabasket)
8. Is/are applicant(s) citizens of the United States? YES  NO
9. Is/are applicant(s) residents of the State of Maine? YES  NO
10. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married:  
Use a separate sheet of paper if necessary.



Name in Full (Print Clearly)	DOB	Place of Birth
louis rylant	6/24/77	providence, ri
john toumanides	4/15/1978	boston, ma
Residence address on all of the above for previous 5 years (Limit answer to city & state)		
bedford, nh		
boston, ma		

11. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States? YES  NO

Name: \_\_\_\_\_ Date of Conviction: \_\_\_\_\_  
 Offense: \_\_\_\_\_ Location: \_\_\_\_\_  
 Disposition: \_\_\_\_\_ (use additional sheet(s) if necessary)

12. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued?  
 Yes  No  If Yes, give name: \_\_\_\_\_

13. Has/have applicant(s) formerly held a Maine liquor license? YES  NO

14. Does/do applicant(s) own the premises? Yes  No  If No give name and address of owner: \_\_\_\_\_

15. Describe in detail the premises to be licensed: (On Premise Diagram Required) the seabasket restaurant inside dinning room and outdoor deck

16. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?  
 YES  NO  Applied for: \_\_\_\_\_

17. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? church 1 mile, school 3 miles

Which of the above is nearest? church 1 mile

18. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES  NO

If YES, give details: \_\_\_\_\_



STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS  
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT  
8 STATE HOUSE STATION  
AUGUSTA, MAINE 04333-0008  
TELEPHONE: (207) 624-7220  
FAX: (207) 287-3434  
EMAIL INQUIRIES: [MAINELIQUOR@MAINE.GOV](mailto:MAINELIQUOR@MAINE.GOV)

COPY

NOTICE

To avoid any delay in the processing of your application and issuance of your liquor license, please make sure that:

1. You completed the application in full. (Please allow us 30 days to process)
2. Application is signed by the owner(s), corporate officer(s).
3. The application is signed by the Town or City Municipal Officers or County Commissioners.
4. The license fee is correct, you have included the \$10.00 filing fee and the check is made out to Treasurer, State of Maine.
5. Your room, food and liquor gross income for the year is filled in (if applicable).
6. A diagram of the premises to be licensed accompanies the application.
7. If business is located in an unorganized township, the application must be approved by the County Commissioners and the \$10.00 filing fee must be paid to them. Please be sure to include a copy of the receipt of payment with your application.
8. Corporations, limited liability companies, partnerships must complete and submit the Corporate Information Required for Business Entities who are Licensees.
9. If not a publicly traded entity, ownership must add up to 100%.



# LIQUOR LICENSE-RENEWAL

COPY

Liquor licenses held by the same owner at the same location for five (5) or more years and have had no complaints within that time may be approved or denied by the Wiscasset Town Clerk, after advice and consent from the Wiscasset Code Enforcement Officer and the Wiscasset Police Department.

Business Requesting Renewal: Seabasket

Code Enforcement Officer:

Comments: None

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

Wiscasset Police:

Comments: No CONCERNS

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

Public Hearing Required: Yes: X No:       

If public hearing required:

Date of public hearing: 7/2/2019 Date public hearing posted: ✓

Date of newspaper ad for public hearing: 6/13/19

License Approved:        Dated:

8b

**Kathleen Onorato**

---

**From:** Karl Olson <mainepls@gmail.com>  
**Sent:** Tuesday, June 25, 2019 9:32 AM  
**To:** John O'Connell  
**Cc:** Jackie Lowell; Kathy Onarato  
**Subject:** Ordinance Review Committee

COPY

Mr. O'Connell:

At last night's meeting, a citizen brought up some issues concerning our Land Use Ordinances (LUO). Mainly, these revolve around parking availability in the Village Waterfront and Village I zones. Contributing to the parking issue is the currently unregulated growth of air B&B style rentals. The Planning Board & Ordinance Review Committee (ORC) concur that there are valid issues in these zones that should be examined & addressed. The ORC would like permission from the select board to work on the issues in these zones.

Also, the State legislature has just passed at least one law that will require a change in our subdivision and site plan ordinances. Since our last review of these two sections, we have also noted a couple of minor points that we have planned to address the next time the ordinances came up for review. In light of the legislature's actions, we also ask the select board's permission to do some house cleaning in those sections.

As an update, the ORC continues to work on bringing our shore land zoning ordinances into compliance with the state model. At present the shore land ordinance is sprinkled throughout the LUO. We are working to have shore land zoning be a stand alone section to allow for easier understanding and to allow easier updating as the state model changes.

Our biggest issue at the moment is how to address that in the downtown area the 250' inland extent of the shore land zone extends into the Village I and Village II areas. This fact is not reflected in any of our current maps. We are considering redefining the Village Waterfront zone to equal the 250' shore land zone. This would make impact the Village I and Village II zones also. I will be seeking Maine DEP input on if this is the best way to deal with the situation.

The ORC is short on appointed members and thus will not achieve a quorum while I am traveling this summer. We will not have another meeting until August 26th. I hope by that time that the ORC has received permission to work on the two issues mentioned above. I look forward to hearing from you.

Karl

--  
Karl Olson, PLS  
Chair  
Wiscasset Orinance Review Committee  
Wiscasset Planning Board  
147 Bradford Road  
Wiscasset, ME 04578  
Tel: 207.882.7008

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This email has been checked for viruses by Avast antivirus software.  
<https://www.avast.com/antivirus>

9a

**Wiscasset Waterfront  
Committee**

**To:** Wiscasset Board of Selectmen  
**From:** Wiscasset Waterfront Committee  
**cc:** Name  
**Date:** March 14, 2019; Updated June 21, 2019  
**Re:** Change to all Mooring Applications

*Kathy*

*Put on  
agenda for  
July 9, 2019*

*Straw*

*John*

WE the Waterfront Committee recommend the following for the 2019 season:

Revising all mooring applications to **require** proof of insurance on each vessel, to *include a towing/salvage endorsement*. A copy will be available to the Harbormaster, kept on file at the PD.

General Salvage is frequently covered by the Comprehensive section of a Watercraft policy. Towing may or may not be included, depending on Insurance Carrier.



COPY

9b  
Consulting  
Engineers  
and Scientists

June 26, 2019

Proposal 191.06036

Mr. John O'Connell, Town Manager  
Town of Wiscasset  
51 Bath Road  
Wiscasset, Maine 04578

RE: Scope of Work Agreement  
Qualified Environmental Professional Services - Brownfields Cleanup Program  
Mason Station Ash Ponds  
Wiscasset, Maine

Dear Mr. O'Connell:

Ransom Consulting, Inc. (Ransom) is pleased to present this proposed scope of work to provide environmental engineering and Qualified Environmental Professional (QEP) services for the Brownfield cleanup of the Mason Station Ash Ponds (the Site) located in Wiscasset, Maine.

#### **BACKGROUND AND UNDERSTANDING**

The Town of Wiscasset has been awarded a \$400,000 United States Environmental Protection Agency (U.S. EPA) Brownfields Cleanup Grant to remediate environmental contamination at the Site. Ransom was selected to provide QEP services for the Site. The following scope of work is based on our April 22, 2019 proposal and statement of qualifications, the Town's request for proposals (RFP), and the U.S. EPA Work Plan for the Site. Our approach to completing this project includes working closely with Wiscasset, the Maine Department of Environmental Protection (MEDEP), and U.S. EPA personnel, and other project stakeholders.

Our role in the cleanup and redevelopment of the Site will be to design, evaluate, oversee, and document the proper implementation of the proposed cleanup in accordance with the MEDEP Voluntary Response Action Program (VRAP). This work includes cleanup planning; project permitting; preparation and implementation of the Community Relations Plan (CRP); completion of public outreach activities; preparation of project cleanup plans, specifications, and contract bidding documents; oversight and monitoring of contacted Site remediation; assisting with eligibility determinations of the proposed environmental cleanup activities for federal Brownfields funds; preparation of a Site-Specific Quality Assurance Project Plan (SSQAPP) and Health & Safety (H&S) Plan; and preparation of progress reports and construction/cleanup completion reports, as described in the following scope of work.

**400 Commercial Street, Suite 404, Portland, Maine 04101, Tel (207) 772-2891, Fax (207) 772-3248**  
Pease International Tradeport, 112 Corporate Drive, Portsmouth, New Hampshire 03801, Tel (603) 436-1490  
12 Kent Way, Suite 100, Byfield, Massachusetts 01922, Tel (978) 465-1822  
2127 Hamilton Avenue, Hamilton, New Jersey 08619, Tel (609) 584-0090  
60 Valley Street, Building F, Suite 106, Providence, Rhode Island 02909, Tel (401) 433-2160

[www.ransomenv.com](http://www.ransomenv.com)

Mr. John O'Connell  
Town of Wiscasset

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## **SCOPE OF WORK**

Ransom understands that the likely cost-effective cleanup option includes the removal and treatment of the lagoon water, removal of the accumulated sludge, removal of the lagoon liner, and final re-grading of the area which will allow for the reuse of the site. The cleanup plans will likely also include erosion and sedimentation controls (silt fences, hay bales, temporary mulching, and/or erosion-control fabric in scour-prone fill areas, etc.) during remediation activities to mitigate potential surface runoff of contaminants to the Sheepscot River. The cleanup plan and cover system will also be developed to be compatible with the current anticipated potential end uses of the Site.

Our scope of work for the proposed cleanup of the Mason Station Ash Pond Site includes the following:

### Task 1 – Cooperative Agreement Oversight and Reporting

As requested and on an as-needed basis, Ransom will prepare progress reports; complete Minority Business Enterprises/Women Business Enterprises (MBE/WBE) documentation; enter site data into the ACRES on-line database; complete grant closeout materials; maintain duplicate project files; establish an information repository; and review the program for compliance with applicable federal regulations regarding U.S. EPA Brownfields Assessment Grant requirements based on direction from the Town, MEDEP, and the U.S. EPA. Ransom will also assist the Town with drafting U.S. EPA quarterly reports. Ransom will also work closely with Wiscasset staff to identify potential cost-share activities and in-kind services to be counted toward the overall 20 percent cost share requirement for Brownfields cleanup grants.

### Task 2 - Determine Data Gaps / Update VRAP Submission

Ransom will review data gaps that may be present in the cleanup analysis, including a potential issue associated with the potential discharge of stormwater from the adjacent Central Maine Power (CMP) switch yard into the Ash Ponds. Ransom will initiate discussions with CMP to determine possible solutions for managing this stormwater, as necessary.

Ransom will work with the Town of Wiscasset, MEDEP and U.S. EPA to prepare and submit necessary VRAP documents. These reports will include a final Analysis of Brownfield Cleanup Alternatives / Remedial Action Plan (ABCA/RAP), a Health and Safety Plan, and a SSQAPP. Ransom will also revise and finalize the Ash Pond Closure Plan which was previously approved by the MEDEP in 2006. Ransom will submit draft versions of these reports to the Town for review prior to submission to the MEDEP and U.S. EPA for final review and approval. Upon receipt and approval of these documents, the MEDEP will issue a "No Action Assurance Letter" which will provide approvals of the necessary cleanup actions and work plans proposed at the Site.

### Task 3 - Finalize ABCA / RAP

Ransom will finalize the draft ABCA/RAP for the Site based on the updated Ash Pond Closure Plan, the revised MEDEP Remedial Action Guidelines (RAGs), comments from the Town of Wiscasset, MEDEP, U.S. EPA, and any comments received during the proposed 30-day public comment period discussed below. We will also begin developing anticipated engineering cost estimates, budgets, and schedules for

Mr. John O'Connell  
Town of Wiscasset

the cleanup activities, based on the selected remedial alternative. The final risk based ABCA/RAP will be reviewed and approved by a Maine Licensed Professional Engineer prior to final submission to the Town, MEDEP, and U.S. EPA.

#### Task 4 – Community Outreach and Community Relations Plan

Ransom will develop a Community Relations Plan and will work with the Town of Wiscasset to keep the public informed and invested in the cleanup and ultimate redevelopment of the Site. We will facilitate and attend one public meeting (as required by the grant) and develop a written summary that can be distributed to the public that explains the remediation process and the clean-up alternatives and redevelopment plans. We have assumed that the Town of Wiscasset will advertise and provide a location for the public meetings. The public meetings will be attended by the Project Manager.

Prior to completion of the final ABCA/RAP, Ransom and the Town will advertise a 30-day public comment period in the Wiscasset News and Lincoln County News. A copy of the ABCA/RAP will be placed in the information repository at the Town offices and be made available for public review during this period. A public meeting will be held during this 30-day comment period in order to provide the public with information on the proposed remedial action plan, answer questions, and receive comments on the draft ABCA/RAP. Comments and questions from the public will be received and, if applicable, incorporated into the final ABCA/RAP.

#### Task 5 - Implementation of Cleanup Plan

**Final Design:** Ransom will conduct final cleanup design and develop a complete bidding package for the procurement of the cleanup contractor. This bid package will include our remediation design, details, bid specifications, Davis-Bacon requirements, Green Remediation principles and goals, and detailed information on specified materials and products. A draft version of the design will be submitted to the Town for review and comment prior to its finalization and distribution to the potential contractors.

**Bidding Phase Services:** Ransom will work with the Town through the process of soliciting bids, reviewing bids, making appropriate recommendations to the Town with regards to the bids, selecting the contractor, and executing the necessary contract documents. This will include preparing the advertisement for bids to be placed in a local paper, sending out the advertisement to a list of reputable environmental contractors, and placed online in the Maine Procurement Technical Assistance Center (PTAC); answering questions and issuing addenda during the bid process; facilitating and attending a pre-bid meeting at the Site for prospective contractors; review of submitted bids, including checking references and insurances; contractor recommendation; and assistance with contract procurement.

**SSQAPP:** Upon completion of the remedial activities at the Site, confirmatory sampling may be necessary to determine that the remedial measures adequately mitigated the environmental concerns at the Site. Based on our final remedial design, Ransom will develop a sampling plan/SSQAPP, in accordance with MEDEP and EPA regulations. A draft version of the SSQAPP will be submitted the Town, the MEDEP, and the U.S. EPA for review. Comments will be incorporated into the final SSQAPP prior to final approval.

**Construction Observation:** Once a Contractor has been selected, Ransom will oversee the cleanup activities, conduct site inspections, and perform confirmatory sampling, as necessary. Ransom will

Mr. John O'Connell  
Town of Wiscasset

GOVERNMENT

perform construction observation to monitor the cleanup contractor and document that work is conducted in accordance with the design plans and applicable regulations and requirements; measure quantities; coordinate onsite sub-contractors; and to monitor the project budget and schedule. Our field engineer will be in frequent contact with our Project Manager, to address in a timely manner any problems or issues that arise during construction. Digital photographs will be taken, and detailed records will be maintained of the work completed on a daily basis, including weather conditions, visitors to the Site, a description of any issues that arise, and a discussion of decisions that have been made. The field engineer will also review submittals, review contractor pay requisitions, and document activities onsite to support VRAP and Brownfields closure reporting requirements. During this period, Ransom will also interview workers relative to Davis-Bacon requirements. This will involve reviewing appropriate wage rates, the presence of posters and signage at the Site during construction; reviewing weekly certified payrolls; conducting in-field wage rate interviews of Site workers; reviewing pay applications; and completing Davis-Bacon compliance forms.

Ransom will provide weekly updates to the Town to report project progress. These updates may be done via telephone or email, as practical. During the construction phase of the cleanup project, weekly meetings may be held in the field with the onsite construction-observation engineer. A pre-construction meeting and post-construction meeting will be held.

**Status Meetings:** Ransom will be available to provide input and advice to the Town on Brownfields matters as they arise and at key milestones throughout the project. Ransom will also work with the Town to determine goals and performance measures to evaluate the performance of this cleanup project. As stated previously, Ransom will conduct weekly telephone meetings with the Town to provide progress updates and to ensure the cleanup program is being conducted in accordance with the vision of the Town.

#### Task 6 - Post Remediation Project Closure

In accordance with the SSQAPP, Ransom may collect confirmatory sampling at the Site to ensure the remedial measures adequately mitigated the environmental concerns at the Site. The exact scope and frequency of confirmatory sampling will be dependent on the selected remedial measures and will be outlined in the SSQAPP and approved by the MEDEP and U.S. EPA prior to start of construction.

Ransom will prepare MEDEP and/or U.S. EPA required grant completion/closeout documents, financial documentation, and other required documentation including assistance in the preparation of a Uniform Environmental Covenant (UECA), if needed, and obtain a MEDEP VRAP Certificate of Completion. Following the MEDEP's review and approval of the completion/closure reports, and provided that the remedial actions have been completed to the satisfaction of the MEDEP, the MEDEP will issue a Certificate of Completion to the Town, indicating that Wiscasset, and their respective successors and/or assigns, will be granted the liability protection for the Site under the VRAP, as provided by the State of Maine under 38 MRSA §343E (I).

Mr. John O'Connell  
Town of Wiscasset

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## PROJECT COST

As noted in our proposal response to the Wiscasset's RFP, the overall estimated cost to provide the engineering services presented in the scope of work above is \$64,650, as detailed below. The scope of work will be invoiced in accordance with the attached fee schedule and terms and conditions.

Task	Anticipated Cost
Task 1 – Cooperative Agreement Oversight	\$6,050
Task 2 – Data Gaps and VRAP Assistance	\$3,110
Task 3 – Finalize ABCA / RAP	\$7,340
Task 4 – Community Relations Plan & Outreach	\$3,305
Task 5 – Implementation of Cleanup Plan	\$32,465
Task 6 – Post-Remediation Project Closure	\$12,380
<b>Total</b>	<b>\$64,650</b>

Should additional tasks or remedial actions be necessary, beyond the scope of services presented herein, Ransom will notify Wiscasset prior to conducting the work and we will perform the additional services on a time-and-materials basis in accordance with the attached *Fee Schedule*. If delays in work to Ransom are incurred due to access problems or conditions outside of the control of Ransom, we will notify you of the changes and the additional efforts will also be invoiced on a time-and-materials basis in accordance with the attached *Fee Schedule*.

As noted in our proposal response to the RFP, Ransom also understands that the actual scope of services may change based on final redevelopment plans and final costs for conducting remedial actions. We understand that the overall available funding for this cleanup project is \$480,000 (\$400,000 grant plus \$80,000 match). Based on our experience on Brownfield cleanup projects of this type, Ransom anticipates that the overall project costs, including contractor cleanup costs and Ransom's QEP services, will be less than this amount. If contractor bids come in higher than anticipated, potentially creating a funding gap, Ransom will notify you immediately prior to finalizing the remediation contract with the Contractor and/or providing notice to proceed of the cleanup/abatement work. Ransom will work with Wiscasset to value engineer the project as necessary, to maintain the budget or solicit funding from other sources (i.e., subgrants from the MCEDD or other Brownfield Revolving Loan Fund Programs, etc.).

## SCHEDULE

Ransom is prepared to begin the proposed scope of work immediately, upon receiving this Executed Agreement. We anticipate that the cleanup project can be designed and bid in Winter/Spring 2020 to allow for Spring/Summer 2020 remediation. Final closure reporting and project closeout activities will be completed within 2 to 3 months following the completion of cleanup activities.

## ORGANIZATION

Stephen Dyer will serve as project manager for this project and will be your primary contact at Ransom. Please contact Steve for any questions regarding project status. If Steve is not available, please feel free to speak with Nicholas Sabatine.



Mr. John O'Connell  
Town of Wiscasset

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**LIMITATIONS**

Our cost assumptions are based on our professional judgment and experience working on similar projects in Maine. We have based much of what is provided above on our interpretation of the MEDEP's and US EPA's response to the proposed remedial actions and Site redevelopment, meetings with you and the project stakeholder group, and MEDEP's Brownfields/VRAP staff. Should development and/or cleanup plans change, or additional information become available in the future, we reserve the right to revisit these scope, schedule, and budget estimates, as necessary.

**BILLING AND PAYMENT OPTIONS**

Ransom will send invoices electronically to the email address you provide. If you prefer to receive paper invoices by mail, please check the "Opt Out" option below.

Send invoices to the following email address(es): \_\_\_\_\_  
\_\_\_\_\_

I wish to opt out of electronic invoicing. Please mail invoices to this address:

Street/P.O. Box: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

For billing questions, please provide a telephone number to contact you: ( ) \_\_\_\_\_

You may also choose to pay invoices via Discover, Visa, Mastercard, or American Express. To do so, please provide the following information.

Mr. John O'Connell  
Town of Wiscasset

CREDIT CARD PAYMENT OPTION: (Check one)  Visa  MasterCard  AmEx  Discover

Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ CVV Code \_\_\_\_\_

Print Name as it appears on card: \_\_\_\_\_  
3-digit code on back: M/C, Visa, Discover  
4-digit code on front of Amex

Billing Address: \_\_\_\_\_  
Street City/State Zip

\_\_\_\_\_  
Cardholder's Signature

**NOTE:** Balance owing will be charged either: (a) monthly, if time-and-materials billing applies; or (b) at project completion, if lump-sum fee applies.


### AUTHORIZATION

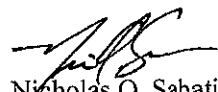
If you are in agreement with the terms of this proposal, please indicate your acceptance by signing in the space provided below. Signed receipt of this document will serve as authorization to proceed. Ransom's *Fee Schedule* and *Terms and Conditions* are attached to this scope of work as Attachments A and B, respectively, and are hereby incorporated by reference, as if fully restated herein.

We would like to thank you again for the opportunity to submit this scope of work and cost estimate. If you have any questions regarding this proposal or would like to further discuss/negotiate an item, please feel free to contact us.

Sincerely,

RANSOM CONSULTING, INC.

  
Stephen J. Dyer, P.E.  
Principal / Senior Project Manager

  
Nicholas O. Sabatine, P.G.  
Vice President / Office Manager

SJD/NOS:mes

Attachments

### **ACCEPTED AND APPROVED BY TOWN OF WISCASSET, MAINE:**

Signature: \_\_\_\_\_

Name (print or type): \_\_\_\_\_

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

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**ATTACHMENT A**

Fee Schedule

Scope of Work and Cost Estimate

Qualified Environmental Professional Services - Brownfields Cleanup Program

Mason Station Ash Ponds

Wiscasset, Maine

**2019 RANSOM FEE SCHEDULE (BROWNFIELDS / MUNICIPAL)**

**PROFESSIONAL SERVICES**

	<u>Hourly Rate</u>
Vice President / QA Officer	\$155.00
Senior Project Manager / Brownfields Advisor	\$150.00
Risk Assessor / Senior Industrial Hygienist	\$145.00
Professional Engineer (PE)	\$135.00
Certified Geologist (CG)	\$125.00
Project Manager	\$120.00
Senior Engineer / Geologist / Hydrogeologist / Scientist / Hazardous Materials Specialist	\$115.00
Associate PM / Engineer / Geologist / Scientist / Hazardous Materials Specialist (Level III)	\$105.00
Project Engineer / Geologist / Scientist / Hazardous Materials Specialist (Level II)	\$90.00
Project Engineer / Geologist / Scientist / Hazardous Materials Specialist (Level I)	\$80.00
GIS Specialist / CAD Technician	\$85.00
Field Technician	\$75.00
Draftsperson	\$70.00
Administrative Support	\$65.00

**EMERGENCY RESPONSE SERVICES**

Overtime rates (1.5 times hourly rate) will apply for emergency response services performed between 5:00 p.m. and 7:00 a.m. Monday through Friday, and all day Saturday. Premium rates (2.0 times hourly rate) will apply for emergency response services performed on Sundays and Holidays.

**LITIGATION SUPPORT**

Expert testimony will be billed at two times the standard fee schedule hourly rate. Depositions will be billed at one and a half times the standard fee schedule hourly rate.

**PROJECT SUBCONTRACTORS, MATERIALS, AND EXPENDABLE SUPPLIES**

A handling charge of not more than 10% will be added on project subcontracted supplies and services procured from outside vendors to cover the cost of overhead and insurance expenses.

**VEHICLES, MILEAGE**

Mileage (company or personal vehicle):      IRS Prevailing Rate (currently \$0.58/mile)

**EQUIPMENT RENTAL**

Air Flow Meter	\$ 25/each	Pump, Bladder	\$150/day
Generator	\$ 75/day	Pump, Peristaltic	\$ 25/day
Stainless Steel Hand Auger	\$ 15/day	Purging Pump	\$ 40/day
Hydrolab Water Quality Meter	\$115/day	Redi Flow 2 Submersible Pump	\$100/day
Low Flow Sampling Equipment	\$175/day	Survey Equipment (Basic)	\$ 50/day
Metal Detector	\$ 40/day	Survey Equipment (Total Station)	\$150/day
Meter Rental (DO, pH, Cond., Temp)	\$ 30/day	Water Level Indicator	\$ 40/day
Oil/Water Interface Probe	\$ 50/day	X-Ray Fluorescence (XRF) Meter	\$550/day
Photoionization Detector (PID)	\$100/day		

\*\*These hourly rates are firm through December 31, 2019

CONFIDENTIAL

**ATTACHMENT B**

Terms and Conditions

Scope of Work and Cost Estimate  
Qualified Environmental Professional Services - Brownfields Cleanup Program  
Mason Station Ash Ponds  
Wiscasset, Maine

RANSOM CONSULTING, INC.

TERMS AND CONDITIONS

Ransom Consulting, Inc. (the "Company") shall perform the services described in the attached Work Scope on behalf of the "Client" at a charge pursuant to either the fixed cost enumerated in the Work Scope or at the rates set forth in the attached Fee Schedule for time and materials and under the conditions and circumstances set forth below:

**1. Billings/Payment:**

Invoices for the Company's services shall be submitted, at the Company's option, either upon completion of such services or at the end of each calendar month. All such invoices shall be payable within thirty (30) days, the outstanding balance shall bear interest at the rate of one and one-half (1.5%) percent per month from date of original billing or at the highest interest rate permitted by law, whichever is less. The Client shall pay any service, sales or similar tax imposed upon the Company's services. It is further understood and agreed that if the Client fails to pay any invoice due to the Company within thirty (30) days after the date thereof, then the Company, without waiving any other claim or right against the Client, and without liability whatsoever to the Client, may terminate its performance hereunder. In the event of such termination, the Client agrees to promptly pay the Company for all services rendered through the date of termination. Such payment shall include: (a) full payment of all outstanding invoices, plus interest as stated above, plus (b) full payment of a final invoice for all work performed from the date of the last invoice outstanding through the date of termination. All amounts shall be paid in full, with interest as stated above, within ten (10) days after receipt by the Client of the final invoice. In the event that the Company places any invoice which is unpaid after the due date with an agency or an attorney for collection, the Client shall pay all costs and expenses of such collection, including without limitation attorney's fees and court costs, if any.

**2. Limitations:**

The Client recognizes that the Company's services are solely for the benefit of the Client and these services will include judgments based upon limited data rather than upon scientific fact. The Client understands that the Company may be required to make judgments or decisions based upon information provided by the Client or its contractors, and agrees that the Company may rely on such information in performing services under this Agreement. The Client understands and agrees that the services rendered by the Company shall be advisory only, and that the Client retains all decision-making responsibility with respect to all projects in which the Company participates. The Company shall perform its services in accordance with generally accepted practices and the Company shall be responsible solely for its own negligence. Any delayed use of the results of the Company's services will require updates. THE SERVICES OF THE COMPANY SHALL BE RENDERED WITHOUT ANY WARRANTY, EXPRESSED OR IMPLIED. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF SERVICES PERFORMED HEREUNDER BY THE COMPANY, ITS AGENTS, EMPLOYEES OR OTHER REPRESENTATIVES, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF THE COMPANY TO THE CLIENT OR ANY OTHER PERSON NOT A PARTY TO THIS AGREEMENT ARISING OUT OF ANY SERVICES PROVIDED BY THE COMPANY HEREUNDER SHALL NOT EXCEED THE AGGREGATE SUM OF COMPANY INVOICES SUBMITTED TO THE CLIENT FOR SERVICES PERFORMED HEREUNDER.

The Client agrees to notify all contractors and/or subcontractors who may perform work in connection with any report or study prepared by the Company of the above limitations on the Company's liability for errors, omissions or professional negligence, and to require, as a condition precedent of their performing work, a like limitation of liability as against the Company. In the event that the Client fails to obtain a like limitation of liability, any liability of the Company to such contractor or subcontractor arising out of alleged error, omissions or professional negligence shall be allocated between the Client and the Company in such a manner that the aggregate liability of the Company to all parties, including the Client, shall not exceed the aggregate amount of invoices submitted hereunder. In the event that the Client makes a claim against the Company, at law or otherwise, for any alleged error, omission or act arising out of the performance of the Company's services, and the Client fails to prove such claim upon final adjudication, then the Client shall pay all costs incurred by the Company in defending itself against such claim, including, without limitation, attorney's fees and costs and fees and expenses of experts. In no event may the Client bring any claim, action or proceeding arising out of the services provided by the Company hereunder more than two (2) years after the date such services were provided.

Without limiting the generality of the above limitations on liability of the Company, the Company will not be liable for damage or injury arising from damage to or interference with subterranean structures (including without limitation, pipes, tanks, telephone cables, etc.) which are not called to the Company's attention and not correctly shown on the plans furnished by the Client in connection with work performed under this Work Scope.

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**3. Right of Entry:**

The Client hereby authorizes the Company, or represents and warrants that authorization has been duly granted to the Company (if the project location is not owned by the Client), its agents, staff, consultants and contractors or subcontractors, to enter upon the project location for the purpose of performing and with the right to perform all acts, studies and research, including without limitation, the making of test borings and other soil and water samplings, pursuant to the Work Scope. The Client hereby recognizes that the use of exploration equipment may unavoidably affect, alter or damage the terrain and affect vegetation, building, structures and equipment, in, at or upon the area being studied. The Client will not hold the Company liable or responsible for any such reasonable effect, alteration or damage. The Client agrees to pay the Company an additional fee for any services performed at the Client's request to restore the condition of the area being studied.

**4. On-Site Services:**

Any services or monitoring provided by the Company at a site during project construction, remedial action or other site activities are not intended to include review of the adequacy of any contractor's health and safety measures in, on or near the construction site and will not relieve any contractor of its responsibilities for performing the work in accordance with applicable laws and regulations and with the plans and specifications. The Company and the Client agree that the contractor will be solely and completely responsible for working conditions on the job site, including health and safety of all persons and property during the performance of the work, and compliance with OSHA, NIOSH, U.S. EPA, and other applicable regulations.

**5. Licensed Site Professional Services:**

If any of the services to be performed under the Work Scope relate to sites in Massachusetts, the following provisions will apply:

In the event that any employee or subcontractor of the Company acts as a licensed site professional ("LSP"), as defined in the Massachusetts Contingency Plan (310 CMR 40.0000), the Client acknowledges that (a) any opinions rendered by the LSP will reflect the LSP's independent professional judgment based upon the studies, investigations, tests, analyses, level of supervision or other services that the LSP determines to be necessary or appropriate in order to establish a basis for such opinions, (b) other professionals and the Massachusetts Department of Environmental Protection ("MA DEP") may have legitimate differences of opinion regarding various aspects of an environmental site assessment or remediation and (c) the MA DEP may require additional assessment and/or remediation services, even though the Company's services have been performed competently and in accordance with the standard of care set forth in the Massachusetts Contingency Plan, as in effect at the time of the Company's original provision of services. The Client agrees to cooperate with the LSP and the MA DEP in obtaining all additional services or information deemed necessary by the LSP or the MA DEP. If the Company and the Client are unable to reach mutual agreement on the terms under which the services or information will be obtained, the Company may terminate its services upon giving written notice to the Client, and the Client will pay the Company for all services and expenses through the date of termination in accordance with this Agreement.

In addition, the Client recognizes that the MA DEP may at any time audit all or part of the LSP's services or the assessment or remediation in which the LSP participated. The Client acknowledges that such an audit is not an indication that the services were deficient or failed to comply with the Massachusetts Contingency Plan as in effect at the time the Company originally provided its services. The Company shall be entitled to additional compensation for any time spent and to reimbursement for any expenses incurred in responding to any MA DEP audit (in accordance with the Company's fee schedule then in effect).

**6. Indemnification:**

The Client acknowledges that the Company has not generated or released and is not otherwise responsible, in whole or in part, for the presence of any oil, hazardous materials, pollutants, asbestos or other potentially dangerous substance at the site identified in the Work Scope. Therefore, the Client agrees to defend and save the Company, its officers, employees and subcontractors harmless from all liability, losses, damages, claims, demands and suits, including expenses of suit and reasonable attorneys' fees, arising from personal injuries, disease or death, property loss or damage, natural resource damages, injuries to others (including personnel of the Client and of the Company, its contractors and subcontractors performing work hereunder), or from air, water or soil pollution or environmental contamination arising out of or in any manner connected with or related to the performance of this Work Scope, except if such injury, loss or damage shall be caused solely by the gross negligence or willful misconduct of the Company, its employees, agents or representatives.

**7. Duty of the Client:**

It shall be the duty of the Client to advise the Company promptly of any known or reasonably knowable oil or hazardous materials or any condition existing in, on or near the premises upon which work is to be performed by the Company's employees or subcontractors that presents a potential or possible health hazard or nuisance. If the Client fails to advise the Company or, notwithstanding such advice, unanticipated occurrences of such substances or conditions are discovered during the course of the work, and such discovery in the judgment of the Company results in or may result in injury or a

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health risk to persons, whether the Company's personnel, the Client's personnel or others, the Client agrees that it shall assume full responsibility and liability for any resulting personal injury, including disease, medical expenses and/or death, property damage or economic loss, including consequential damages.

**8. Changes in Work Scope:**

If any unforeseen hazardous materials or other unforeseen conditions are encountered during execution of the work which, in the judgment of the Company, significantly affect or may affect the work or the recommended Work Scope, the Company will notify the Client as soon as practicable. In such event, the Client and the Company agree to pursue one of the following: (1) if practicable, in the judgment of the Company, complete the original Work Scope; (2) modify the Work Scope and budget estimate to include study of the previously unforeseen conditions, with this Agreement being amended accordingly and in writing; or (3) terminate the Work Scope. In the event of termination, the Client agrees to pay the Company in full for all work completed and fees due until written termination notice has been received by the Company and to pay all costs incurred by the Company prior to and in connection with discontinuing the work hereunder, such as completion of files and preparation of a written report to the Client of findings to date of termination and all costs associated with subcontract termination. The Client also acknowledges that the Company may be required by statute, regulation or court order to report the finding of oil or hazardous materials or certain other matters to state or federal authorities.

**9. Confidentiality:**

The Company will not disclose information about its services, its reports or information which the Client has provided to the Company and designated as confidential, without the Client's prior consent, except to the extent necessary (a) for the Company to perform its services, (b) to comply with professional standards to protect public health, safety and the environment or (c) to comply with court orders, laws, governmental regulations and other legal requirements. Information generally available to the public, technical information the Company may have developed independently and information the Company acquires from third parties without any breach of duty will not be considered confidential. If by order of court, statute or regulation ("orders"), the Company is required to disclose information in its possession, it shall give the Client prompt notice of such facts. Thereafter, the Company may, without liability to the Client or others, comply with such orders. If any claims are asserted against the Company because of its compliance, the Client will hold the Company harmless from such claims and any reasonable expenses incurred, provided that the Company's disclosure is made under a reasonable bona fide belief, or on advice of counsel, that disclosure is required by such orders.

**10. Opinions of Probable Clean-up and Disposal Costs:**

The Company may give opinions of probable clean-up and disposal costs as part of the Work Scope. These opinions may also involve approximate quantity estimates. The Client understands and agrees that quantity estimates are estimates only, and are not accurate enough for clean-up and disposal bids. The Company does not guarantee or warrant the accuracy of estimates of probable clean-up and disposal costs as compared to bids of Contractors, or compared to actual clean-up and disposal costs.

**11. Documents:**

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by the Company shall remain the property of the Company. The Client agrees that all reports and other work furnished to the Client or its agents, shall be utilized by the Client solely for the purposes of the contemplated project. Any documents prepared by the Company which are not paid for by the Client, shall be returned upon demand and shall not be used by the Client for any purpose whatsoever. The Company will retain all pertinent records relating to performed services for a period of two (2) years following submission of the report or any other period mandated by law, during which period the records will be made available to the Client at the Company's Office at all reasonable times. Copies will be prepared by the Company for the Client for reasonable cost of reproduction.

**12. Disposal of Contaminated Material:**

The Client agrees that the Company is not, and has no responsibility as, a handler, generator, owner, operator, treater, storer, transporter or disposer of oil, hazardous material or toxic substances found or identified at a site except as relates to laboratory samples. With the exception of laboratory samples, the Company does not arrange directly or indirectly for the transport, disposal, storage or treatment of any material, including oil or hazardous waste. Arrangements for the handling, removal, treatment, storage, transportation and disposal of oil, hazardous material or constituents found or identified at the site will be undertaken by others.

**13. Samples:**

The Client will pay all costs associated with the storage, transport and disposal of samples. All samples of soil, water, waste, stock or other materials collected from the site will be disposed of sixty (60) days after completion of laboratory testing unless the Client makes other arrangements at the time it accepts the Company's proposal or unless applicable law requires their retention, in which event the Client will pay an additional fee for storage as determined by the Company.



CONFIDENTIAL

**14. Public Liability:**

Company represents and warrants that its staff are protected by Worker's Compensation insurance with statutory limits; and that Company has such coverage under Public Liability and Property Damage insurance policies which Company deems adequate. Certificates for all such policies of insurance shall be provided to Client upon written request. Only within and only to the extent of the limits and conditions of such insurance, Company agrees to indemnify and save Client harmless from any claims, demands, suits, or liabilities arising from any negligent acts by Company, its agents, staff, contractors or consultants employed or engaged by it. In no event shall Company be liable or responsible for any loss, damage, or liability, including but not limited to fire and explosion, beyond the amounts, limits, and conditions of such insurance, or if such loss, damage, or liability is excluded from such coverage of such insurance.

**15. Reliance:**

The Client recognizes that the services and the contents of any project reports and associated documents provided to the Client by the Company are solely for the benefit of the Client and its heirs, successors and permitted assigns whose reliance thereon is not independent of Client's. The contents of any project reports and associated documents, including but not limited to any opinions and recommendations embodied therein, are not to be quoted or otherwise referenced to nor furnished to any other person, and no other person shall be entitled to rely thereon, without the Company's prior written consent. The Company and the Client agree that such consent will be given by the Company only upon its receipt of (i) additional consideration in an amount sufficient in its sole discretion to compensate the Company for its additional exposure, and (ii) the written agreement of the third party seeking to rely upon the contents of any project reports and associated documents accepting the entire contents of this Agreement, including the specified Work Scope, the Terms and Conditions, and any additional limitations included within the body of the applicable reports and/or documents upon which reliance is sought. Notwithstanding the foregoing, the Company may withhold its consent for any reason or no reason in its sole discretion.

**16. General:**

In an effort to resolve any conflicts that arise during the Project or following the completion of the Project, the Client and the Company agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Client and the Company further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

The Work Scope, Fee Schedule and these Terms and Conditions constitute the entire agreement of the parties and there is no other agreement relating to the services to be rendered by the Company that is not expressed herein. This Agreement shall be governed by, and construed and enforced in accordance with, the substantive laws of The Commonwealth of Massachusetts without regard to its principles of conflicts of laws.

Each party is and shall perform this Agreement as an independent contractor and, as such, shall have and maintain complete control over all of its employees, agents (including without limitation, any subcontractors) and operations. Neither party nor anyone employed by it shall be, represent with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed or like document.

If any of these Terms and Conditions shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform these conditions and to replace any such invalid or unenforceable provision with a valid and enforceable provision as close in meaning as possible to the intention of the stricken provision.

Ransom Consulting, Inc. is an Equal Opportunity Employer.

# Town of Wiscasset

## General Sewer Abatement Request

### Instructions

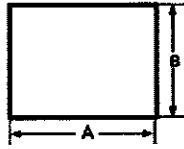
**PLEASE READ CAREFULLY.** Fill in all blanks, attach additional paperwork as necessary. This form is for the application of general abatements only. General abatements are only considered for Pool Fill-ups, Meter errors and Leaks, or Miscellaneous billing issues. For Second Meter/Outdoor Water Use abatements please use the Seasonal Outdoor Water Use Abatement Request Form. Any petition for abatement must be filed in writing to the Town of Wiscasset within 30 days of the date reflected in the "billing date" section from the front of the usage bill. The filing of this form does not guarantee that your abatement will be granted. The filing of this form does not relieve the applicant of the responsibility to pay the sewer usage bill in full by the due date specified. Abatements will be considered by the Town of Wiscasset on a case-by-case basis. Approved abatements will be reflected as an account credit in the next billing period. Return to: Wiscasset Wastewater Treatment Plant – 51 Bath Road-Wiscasset, Maine 04578

<b>Subpart A - Account &amp; Property Information</b>		
<u>681 Bath Road</u> Service Street Address	<u>0</u> # of Bedrooms	<u>2</u> Account #
<u>WM 681 Bath Road LLC</u> Last Name or Business Name	 First Name	
<u>207-319-5636</u> Contact Phone	<u>rjr@winslowpm.com</u> Contact email	
<u>05/28/2019</u> Date of contested Bill	<u>\$1,672.00</u> Amount owed on contested bill	
<p>Your account must be in good standing for an abatement request to be considered. Please check the appropriate box to confirm that all past-due amounts have been paid or enclose payment for past due amounts.</p> <p><input checked="" type="checkbox"/> All past due amounts owed have been paid and this account is in good standing.</p> <p><input type="checkbox"/> A payment is enclosed to bring the account into good standing. <span style="float: right;">Amount enclosed: \$ _____</span></p>		
<b>Subpart B - Reason For Abatement Request</b>		
<p><i>Please check one. For second meter/outdoor water use abatements please use the Seasonal Outdoor Water Use abatement form</i></p>		
<input type="checkbox"/> <b>1. Pool Abatement</b> <i>For abatements of one-time pool fill-ups. This adjustment is for permanently installed in-ground or above ground pools only. This does not apply to temporary pools or seasonal refilling or topping off. Please attach a photo of the pool and provide pool dimensions in Subpart C. Attach copies of receipts for new pool, pool liner replacement, or leak service.</i>	<b>Enter date of pool fill up in box B1</b> →	Dates B1
<input type="checkbox"/> <b>2. Leak and Meter Abatement</b> <i>For abatements of water volumes caused by leaks that were not discharged to the sewer. This includes leaks on outdoor water pipes or on pipes prior to plumbing fixtures. This does not include leaking toilet valves or faucets. Attach documentation from water department and describe the reason for the abatement including any calculations in Subpart E</i>	<b>Enter date of leak or meter error in box B2</b> →	B2
<input checked="" type="checkbox"/> <b>3. Miscellaneous One-Time Abatement</b> <i>For all other one-time abatements and billing adjustments. These will be considered on a case-by-case basis and any adjustment granted will be based on the circumstances described by the customer and by review of historical usage data. Describe the reason for the abatement including any calculations in Subpart D</i>	<b>Enter date of abatement event in box B3</b> →	B3 05/01/2019

**Subpart C - Pool Abatement Calculation**

This section to be completed only by customers requesting an abatement for the fill up of a new pool, or the refilling of an existing pool due to liner replacement or leak repair.

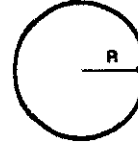
Enter dimensions for your pool and attach a photo. For other pool shapes, please describe in detail in Subpart D and attach a photo.



**Square / Rectangular Pool**

Length (A) \_\_\_\_\_ Feet

Width (B) \_\_\_\_\_ Feet



**Circular Pool**

Radius (R) \_\_\_\_\_ Feet

Pool Volume - Determine the Pool Volume based on the calculations provided

Depth - Shallow End \_\_\_\_\_ Feet

Square or Rectangular Pool Volume \_\_\_\_\_ CF

Depth Deep End (if applicable) \_\_\_\_\_ Feet

Average Depth x Length x Width

Average Depth: \_\_\_\_\_ Feet

Circular Pool Volume \_\_\_\_\_ CF

Average Depth x Radius x Radius x 3.14

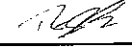
**Subpart D - Abatement Description for Meter and Miscellaneous Issues**

Please provide a written statement describing why you believe an abatement is owed on this account. If necessary, attach a written letter and associated documents. Please provide all calculations used to determine the amount of your request.

A significant amount of water leaked from Nickels Back Redemption due to a broken pipe. The owner was away and the water leaked onto the ground/grass. If you take a look at the previous invoices you will see the usage was nearly five times the usual amounts. Last years 5/01/19 to 5/30/19 usage was 4,000cu.ft. which was higher than normal but this years 5/01/19 to 5/28/19 usage was 20,900cu.ft. I had the water district check the meter and I checked our submeters on Subway and Marketplace cafe and they read within normal usage parameters. I checked all of the remaining spaces and the only contributing incident was the pipe break near/at Nickels Back Redemption. If there are any questions, feel free to contact me at my number above.

Thank you,

The undersigned certifies under the pains and penalties of perjury that the information as contained herein is true and correct.

**Sign Here**      Signature:       Date: 6/20/19

Printed name: Robert J Rocheleau

Do not write below this line

Application approved by: \_\_\_\_\_ On date: \_\_\_\_\_

Wiscasset Water District  
 65 Birch Point Road  
 Wiscasset, Maine 04578

Tel. (207)882-6402 Fax (207)882-5958  
 E-mail: wiscwater@myfairpoint.net

WM 681 BATH ROAD, LLC  
 C/O WINSLOW PROPERTY  
 MANAGEMENT  
 80 HAYDEN AVENUE  
 LEXINGTON MA 02421

Operating Hours for: (Supt. & Utility Worker)  
 Monday thru Friday 7:00 am - 4:00 pm  
 Admin. Asst. Hours are:  
 Monday thru Friday 8:00 am - 12:30 pm  
 (After 12:30 is by chance only)

Below is the link for the CCR Report. It can also be found on Town of Wiscasset's web site ([www.wiscasset.org](http://www.wiscasset.org)) under Departments, Wiscasset Water District, Downloads. This is the only notification you will get of this. If you need a printed copy of it, please stop by the office.

[http://www.wiscasset.org/uploads/files/2016\\_ccr.pdf](http://www.wiscasset.org/uploads/files/2016_ccr.pdf)

\*\*\*ATTENTION - Failure of the customer to receive his/her bill does not relieve him/her of the obligation of its payment nor the consequences of non-payment.

Account	Rate Class	Location	Billing Date	Billing Period
2	COMMERCIAL	681 BATH ROAD	05/30/18	05/01/2018 to 05/30/2018

<b>***Monthly billing is available if you opt for Paperless billing, let us know if interested.***</b>	Meter Reading		Consumption
	Present	Previous	x 100 cu ft
	365	325	40

Water		Sewer	
Description	Amount	Description	Amount
Regular	309.95	Regular	320.00
Tax	17.05	Past Due	0.00
Past Due	0.00	Liened	0.00
Credit	264.00	Credit	239.50
<b>Water Due</b>	<b>63.00</b>	<b>Sewer Due</b>	<b>80.50</b>

12.25 Annual interest on unpaid balances

7% Annual interest on unpaid balances

**Total Due Water & Sewer 143.50**

For information regarding sources of financial assistance please call 2-1-1 or go to [www.211maine.org](http://www.211maine.org); or call the Department of Health & Human Services at (207) 287-3707; or visit the Maine Community Action Association at [www.mainecommunityaction.org](http://www.mainecommunityaction.org).

Return this stub with payment or include your account number on your payment

**We accept Cash, Check, Bank Check or Money Order**

Wiscasset Water District  
 65 Birch Point Road  
 Wiscasset, Maine 04578  
 (207)882-6402

**Account** 2  
**Name** WM 681 BATH ROAD, LLC  
**Location** 681 BATH ROAD

E-Mail: [jt@winslowpm.com](mailto:jt@winslowpm.com)

Date Due	Water	Sewer	Total Owed	Amount Paid
06/30/2018	63.00	80.50	143.50	<input type="text"/>

**Please notify us of any changes in mailing address, phone number or e-mail address. \*\*\*Monthly billing is available if you opt for Paperless billing, let us know.\*\*\* Thank you.**

WE NOW ACCEPT Credit/Debit card payments online 24/7 @ <https://epayment.informe.org/payportonline/welcome> or at the office and over the phone. There is an additional fee of 2.5% and a minimum of \$1.00 being charged by the PayPort service provider.

Wiscasset Water District  
 65 Birch Point Road  
 Wiscasset, Maine 04578

Operating Hours for: (Supt. & Utility Worker)  
 Monday thru Friday 7:00 am - 4:00 pm  
 Admin. Asst. Hours are:  
 Monday thru Friday 8:00 am - 12:30 pm

Tel. (207)882-6402 Fax (207)882-5958  
 E-mail: wiscwater@myfairpoint.net

Below is the link for the CCR Report. It can also be found on Town of Wiscasset's web site ([www.wiscasset.org](http://www.wiscasset.org)) under Departments, Wiscasset Water District, Downloads. This is the only notification you will get of this. If you need a printed copy of it, please stop by the office.

WM 681 BATH ROAD, LLC  
 C/O WINSLOW PROPERTY MANAGEMENT  
 80 HAYDEN AVENUE  
 LEXINGTON MA 02421

<http://www.wiscasset.org/uploads/originals/2018-consumer-confidence-report.pdf>

\*\*\*ATTENTION - Failure of the customer to receive his/her bill does not relieve him/her of the obligation of its payment nor the consequences of non-payment.

Account	Rate Class	Location	Billing Date	Billing Period
2	COMMERCIAL	681 BATH ROAD	05/28/19	05/01/2019 to 05/28/2019

***Monthly billing is available if you opt for Paperless billing, let us know if interested.***	Meter Reading		Consumption
	Present	Previous	x 100 cu ft
	926	717	209

Water		Sewer	
Description	Amount	Description	Amount
Regular	1,819.99	Regular	1,672.00
Tax	100.10	Past Due	0.00
Past Due	0.00	Liened	0.00
Credit	0.00	Credit	0.00
<b>Water Due</b>	<b>1,920.09</b>	<b>Sewer Due</b>	<b>1,672.00</b>

13.25 Annual interest on unpaid balances

7% Annual interest on unpaid balances

**Total Due Water & Sewer 3,592.09**

For information regarding sources of financial assistance please call 2-1-1 or go to [www.211maine.org](http://www.211maine.org); or call the Department of Health & Human Services at (207) 287-3707; or visit the Maine Community Action Association at [www.mainecommunityaction.org](http://www.mainecommunityaction.org).

Return this stub with payment or include your account number on your payment

**We accept Cash, Check, Bank Check or Money Order**

Wiscasset Water District  
 65 Birch Point Road  
 Wiscasset, Maine 04578  
 (207)882-6402

**Account** 2  
**Name** WM 681 BATH ROAD, LLC  
**Location** 681 BATH ROAD

E-Mail: [jt@winslowpm.com](mailto:jt@winslowpm.com)

Date Due	Water	Sewer	Total Owed	Amount Paid
06/28/2019	1,920.09	1,672.00	3,592.09	<input type="text"/>

**Please notify us of any changes in mailing address, phone number or e-mail address. \*\*\*Monthly billing is available if you opt for Paperless billing, let us know.\*\*\* Thank you.**

WE NOW ACCEPT Credit/Debit card payments online 24/7 @ <https://epayment.informe.org/payportonline/welcome> or at the office and over the phone. There is an additional fee of 2.5% and a minimum of \$1.00 being charged by the PayPort service provider.

COPY



# 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: Dollar General Store #20374

New Business  Existing Business  years in operation Ownership/Location Change

Location of business: 277-279 BATH ROAD, WISCASSET, ME 04578 Map/Lot \_\_\_\_\_

Preferred mailing address: Attn: Tax-Licensing | 100 Mission Ridge, Goodlettsville, TN 37072

Business phone number: TBD

Description of Business: General Retail/Grocery - Pre-packaged food only

Owner's name: DG Retail, LLC Owner's phone: 615-855-4000

Owner's home address: Attn: Tax-Licensing | 100 Mission Ridge, Goodlettsville, TN 37072

\*Emergency contact person: District Manager - Jason Clifford

\*Emergency phone numbers: home: \_\_\_\_\_ cell: 615-338-8601

\*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, Daniel Breton, state that I am Sr. Licensing Specialist 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: 6/20/19

Signature: Daniel Breton

TOWN CLERK

to dep. for signatures 6/20/19  
6/20/19

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

**BUSINESS LICENSE APPLICATION-NEW**

Business Requesting License: Dollar General Store #20374

**Code Enforcement Officer:**

Comments: No Concerns

Signed: [Signature] Dated: 6-24-19

**Wiscasset Police:**

Comments: No Concerns

Signed: [Signature] Dated: 6/24/19

**Planning Department:**

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

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

**Fire Department:**

Comments: No concerns

Signed: [Signature] Dated: \_\_\_\_\_

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

APPLICATION FOR FEDERAL ASSISTANCE  
WISCASSET MUNICIPAL AIRPORT  
WISCASSET, MAINE  
AVIGATION EASEMENT ACQUISITION - RUNWAY 7

PART IV - PROGRAM NARRATIVE

April 2019

PROJECT OBJECTIVES AND BENEFITS

It is the objective of the airport sponsor to complete an avigation easement acquisition project for the Wiscasset Municipal Airport. The primary objective and benefit of this project is to acquire an avigation easement over the Chewonki Campground in order to clear vegetative obstructions to the Federal Aviation Regulations (FAR) Part 77 surfaces.

PROJECT APPROACH

The parcel was appraised for fair market value. The appraisal report was reviewed by a separate appraiser as the fair market value exceeded the \$10,000 threshold. Costs associated with title search efforts and the real estate closing are included in this application as legal costs in addition to legal efforts required during negotiations with the property owners. The Exhibit 'A' and airport layout plan has been updated to reflect the acquisition.

Attached is a copy of the Scope of Work and fee schedule to more fully explain the work tasks for this project.

PROJECT COST

The following summarizes the proposed project costs:

Consulting Costs .....	\$ 82,961.05
Avigation Easements.....	\$280,000.00
Legal Costs .....	\$ 45,000.00
Sponsor Administration .....	\$ 2,038.95
<b>Total</b>	<b>\$410,000.00</b>

PROJECT SCHEDULE

The following is the anticipated project schedule.

Study Design	July 2015
Data Collection	May 2016
Property Appraisals	June 2017
Negotiations	April 2019
Preliminary Legal Services	April 2019
Federal and State Grants	April 2019
Final Legal Services	April 2019
Grant Reimbursement Requests	November 2019
Final Engineering Services	December 2019



**ENVIRONMENTAL ISSUES**

An environmental assessment was prepared as part of another AIP project (AIP 3-23-0049-16-2013). The FONSI was dated August 7, 2014.

**GEOGRAPHIC LOCATION:**

The Wiscasset Municipal Airport is located within the Town of Wiscasset, County of Lincoln, Maine. The aviation easement that was acquired is located within the approach surface to Runway 7.

**USER COORDINATION**

A "Notice to Airport Users" (refer to attached Figure No. 1) will be posted in the terminal building at the Wiscasset Municipal Airport and in the Town Hall to announce the intent of the proposed project. Any comments that are received will be kept on file by the Town Manager.

**DISADVANTAGED BUSINESS PROGRAM:**

The Town of Wiscasset has an approved DBE program on file with the FAA/Civil Rights Office which was prepared in accordance with 49 CFR Part 26. A good faith effort was made on all phases of the project to meet the DBE goal for the Town of Wiscasset.

**MAINE DEPARTMENT OF TRANSPORTATION (MDOT) COORDINATION:**

This aviation easement acquisition project was completed in accordance with MDOT regulations. A grant application also was submitted to MDOT for 5% of the project costs.

**LINCOLN COUNTY REGISTRY OF DEEDS:**

The grant will need to be notarized in order to be recorded at the Lincoln County Registry of Deeds.

**SPONSOR REPRESENTATIVE:**

John O'Connell  
Interim Town Manager  
51 Bath Road  
Wiscasset, ME 04901  
Tel: (207) 882-8200

**BID OPENING July 2, 2019 at 6:00pm in Wiscasset Town Hall**

Those Present; Selectman Martin-Savage, John O'Connell, Richard Gaeth, Charlotte Boynton LCN and Chris Juntaro.

**Project: Pump Station Wetwell and Receiving Station Removal of Solids**

Sole Bidder: Ted Berry, Livermore , Maine .....\$3,850

**Project: Maintenance Garage Roof Replacement**

Bidder One: P and P Roofing, Gardiner, Maine ..... \$4,000

Bidder Two: Maine Highlands Contracting, Etna, Maine .....\$9,972

Bidder Three: William Construction, Waterville, Maine .....\$3,900

Bidder Four: Maine Energy Pros, Waterville, Maine ..... 5,900

Board Decision scheduled for July 9<sup>th</sup>, 2019 meeting



48 Liberty Drive, Suite A | Hermon, ME 04401  
207-862-7171 207-862-7179

10f

*(by express mail)*

May 7, 2019

Rick Gaeth  
51 Bath Road  
Wiscasset, Maine 04578

Dear Rick:

We are notifying you that we are giving notice of termination for the Residuals Management Service Agreement, executed on 11/9/07. The last date of service will 11/09/19.

We are prepared to extend the agreement for 3 years upon negotiation of a new agreement with language addressing odor and other operational constraints necessary to continue servicing Wiscasset.

We remain committed to provide you with excellent service and a safe and cost effective biosolids recycling and disposal program. Please call with any questions. I may be reached at 207-862-7171 and George Belmont may be reached at 207-948- 3071.

Sincerely,

A handwritten signature in black ink, appearing to read "John K. Leslie".

John K. Leslie  
Division Manager – Maine

CC: George Belmont, HRCF Facility Manager

109

00664

**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 **EZZELL, MARK A** of 65 GREENLEAF ROAD WESTPORT ISLAND, ME 04578 a certain parcel of land located 31 EASY STREET at with buildings thereon, if any, located in the Municipality of WISCASSET, LINCOLN, County, State of Maine, identified as follows:

Map R05-058-E 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 23, 2012	4548/30		
JULY 19, 2013	4688/146		
JULY 23, 2014	4801/290		
JUNE 29, 2015	4901/179		

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 9TH of JULY, 2019 Board of Selectmen, Wiscasset, Maine

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

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

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

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

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

STATE OF MAINE  
COUNTY OF LINCOLN, ss

9TH of JULY, 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 **RACKLIFF, RICHARD AND RACKLIFF, KATIE** (buyer), whose address is 54 SOULES PIT ROAD WISCASSET, ME 04578 in the following described personal property:

*1980 12 FOOT BY 56 FOOT MOBILE HOME LOCATED ON 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 21, 2006	3708/315		
JULY 17, 2007	3881/79		
AUGUST 26, 2008	4044/184		
JULY 17, 2009	4175/255		

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 **9TH of JULY, 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

9TH of JULY, 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 **SHEA, BRANDON** (buyer), whose address is 308 WEST ALNA ROAD WISCASSET, ME 04578 in the following described personal property:

*BUILDING LOCATED ON TAX MAP AND LOT R05-047-A01 ON 306 WEST ALNA 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 **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 21, 2006	3709 / 4	JULY 23, 2012	4548 / 195
JULY 17, 2007	3881 / 35		
AUGUST 26, 2008	4044 / 200		
JULY 17, 2009	4175 / 273		
JULY 20, 2010	4297 / 280		
JULY 18, 2011	4418 / 306		

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 **9TH of JULY, 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

9TH of JULY, 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 **WAITE, JOSHUA** (buyer), whose address is 52 FLOOD AVENUE WISCASSET, ME 04678 in the following described personal property:

*1980 12 FOOT BY 56 FOOT MOBILE HOME LOCATED ON 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 20, 2010	4297/99		
JULY 18, 2011	4419/7		
JULY 23, 2012	4548/212		

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 **9TH of JULY, 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

9TH of JULY, 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

11a

A GENDA

**manager@wiscasset.org**

**From:** manager@wiscasset.org  
**Sent:** Thursday, June 27, 2019 1:57 PM  
**To:** 'David Pope'  
**Cc:** admin@wiscasset.org  
**Subject:** RE: Maine Art Gallery

Good Afternoon David:

Thank you for the good wishes. I will need the luck.

I will put you on the agenda for the next Board meeting on July 9th. I will extend your invitation to the Board and will take you up on your offer to meet.

Best regards,  
John

John W. O'Connell  
Wiscasset Town Manager  
Email: manager@wiscasset.org  
Phone: 207-882-8200 Ext. 108

-----Original Message-----

**From:** David Pope <popemaine@gmail.com>  
**Sent:** Thursday, June 27, 2019 9:46 AM  
**To:** manager@wiscasset.org; townmanager@wiscasset.org  
**Subject:** Maine Art Gallery

Hi John,

First, welcome to full time town manager! Good luck!

Second, as renewal of the Maine Art Gallery's lease is up for renewal in August, I've been directed to invite you to a short, very informal meeting at the gallery to kick off the process. We think it's important for you to see what's going on inside (Art Gallery's charge) and outside (the town's charge). Such a meeting wouldn't take much time, but I'd like to include at least one other board member. Could you please pick a date and time or two that would work for you? When I hear from you, I'll get the other person and get back to you to confirm.

Eventually, I also would like to involve Ted Snowdon and public works in a process of planning for the external upkeep, but feel it's important to secure the least first. I look forward to hearing from you, thanks,

David  
Maine Art Gallery  
Vice President and facilities committee

Email is best  
Or  
207=504-2380 call or text



11b



**Maine Municipal Tax Collectors' and Treasurers' Association**

Local Government Center • 60 Community Drive, Augusta, Maine 04330-9486  
1-800-452-8786 (In Maine) • 207-623-8428 • Fax 207-624-0128  
www.mmtcta.org

June 24, 2019

Mr John O'Connell  
Town Manager  
Town of Wiscasset  
51 Bath Rd  
Wiscasset, ME 04578-4108

Dear Mr. O'Connell:

Congratulations are in order for the Town of Wiscasset. The Maine Municipal Tax Collectors' and Treasurers' Association has approved Molly Bonang as a Certified Tax Collector. This certification process has required many hours of dedication to achieve. The certification process requires that applicants receive training in a number of courses that relate to their field of expertise.

Molly will be recognized for receiving this certification in the MMTCTA newsletter *Dollar\$ and Sense* and at the 2020 Annual Conference.

The MMTCTA understands the investment of time and resources it takes to achieve this status. You may want to check with the Town's insurance carrier to see if this would entitle the Town to a discount on your public official's liability insurance or bond insurance for this position. We encourage you to ask your insurance company and find out.

Congratulations once again!

Sincerely,

Julie Giles  
Chairperson  
MMTCTA Certification Committee