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WISCASSET SELECT BOARD,
TAX ASSESSORS AND OVERSEERS OF THE POOR
DECEMBER 1, 2020

Preliminary Minutes

Present: Kim Andersson, Chair Pam Dunning, Vice Chair Kathy Martin-Savage, Jeff Slack, Sarah Whitfield, and Town Manager Dennis Simmons

Chair Pam Dunning called the meeting to order at 6:04 p.m. via Zoom.

1. Approval of Treasurer's Warrants

a. Payroll Warrant: November 20, 2020 and November 27, 2020: **Kathy Martin-Savage moved to approve the payroll warrants of November 20 and 27, 2020. Vote 5-0-0.**

b. Accounts Payable Warrant: November 24, 2020 and December 1, 2020: **Kathy Martin-Savage moved to approve the accounts payable warrants of November 24 and December 1, 2020. Vote 5-0-0.**

2. Approval of Minutes

a. November 17, 2020: **Kathy Martin-Savage moved to approve the minutes of November 17, 2020. Vote 5-0-0.**

3. Presentation of Awards – none

4. Committee Appointments – none

5. Public Hearings

a. Automobile Graveyard and/or Junkyard Permit – Norm's Used Cars: **Kathy Martin-Savage moved to go into a public hearing. Vote 5-0-0.** There were no comments or questions. **Kathy Martin-Savage moved to close the public hearing. Vote 5-0-0. Kathy Martin-Savage moved to approve the Automobile Graveyard and/or Junkyard Permit for Norm's Used Cars. Vote 5-0-0.**

6. Public Comment – none

7. Department head or Committee Chair – none

8. Unfinished Business – none

9. New Business

a. Bid Openings: Community Center Roof Engineering services

The following bids were received:

Community Center Roof

Gale Associates	\$14,500
Wright Pierce	6,900

Kim Andersson moved to authorize the Town Manager and the Parks and Recreation Department to review the bids and award the Engineering services to the lowest qualified bidder. Vote 5-0-0.

Contracted Planning Services

Lincoln County Regional Planning Commission

Comp Plan only	\$38,925
Full Comp Plan Support	\$56,525 Flat fee, or \$55/hr.

North Star Planning

Senior Planner	\$110/hr.
Junior Planner	\$ 85/hr.

Matthew Drost \$54/hr.

Kim Andersson and Sarah Whitfield will review the resumes with the Town Manager.

Kim Andersson moved to authorize the town Manager to award the planning contract to the lowest qualified bidder. Vote 5-0-0;

New Ambulance

Greenwood Emergency Services

Medic and Mine	\$185,000
Basic KKK	\$182,500

Autotronics	\$187,695
Including fleet discount	\$192,865

Professional Vehicle Corp.	\$159,375 (including discount)
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Bulldog Fire and Emergency Apparatus	\$210,000
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Sugarloaf Rescue	\$188,836
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Kim Andersson moved to authorize the Town Manager and EMS Director to review the bids and award the new ambulance bid to the lowest qualified bidder. Vote 5-0-0.

b. New Business Licenses

- Thomas Gilbert, DBA East Coast Woodworking, Inc., 424 Bath Road
- Robert Appelbee, DBA 207 Gunsmithing, 633 Gardiner Road

Jeff Slack moved to approve the new business licenses for Thomas Gilbert, DBA East Coast Woodworking and Robert Applebee DBA 207 Gunsmithing. Vote 5-0-0.

c. Resignation – Ellin Jasmin, Accounts Clerk: Ellin has submitted her resignation effective December 10. She is retiring and moving to Florida. **Kathy Martin Savage moved to accept Ellin Jasmin’s resignation with regret and to wish her well on her retirement. Vote 5-0-0.**

d. Sewer Abatement: **Kim Andersson moved to grant the sewer abatement to Joan Bickford. Vote 5-0-0.**

10. Town Manager’s Report

Simmons reported the town had received a letter of thanks from Healthy Kids for the \$1500 donated by the Town.

Simmons reported he called Ransom regarding the brownfields progress; the assessment of the ponds has been completed as well as a water analysis and test drilling around the ponds. Bid documents are being put together and work is planned for the spring with a late summer completion date.

Simmons is awaiting an update from Cenergy on the airport project.

Simmons said he had heard from Steve Barndollar, the architect working on the school, who is looking for ideas for the gymnasium.

Simmons said he will try to submit a written report in the future, leaving more time for questions.

11. Other Board Business

Sarah Whitfield asked what the next steps were in finalizing the Committee Handbook. Board members were asked to send edits to the Town Manager, following which the final version will be sent to the board for adoption as a policy.

12. Adjournment

Kathy Martin-Savage moved to adjourn the meeting at 6:40 p.m. Vote 5-0-0.

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Town of Wiscasset
Board/Committee Membership Application

Full Name: TERY HELLER

Street Address: 2 MORTON STREET

Mailing Address: " " " Home Phone: _____

Town of Legal Residence: WISCASSET

Work Phone: _____ Cell Phone: 512.796.754 E-mail: THHELLER@GMAIL.COM

I wish to be considered for the appointment to the: APPEARANCE OF THE TOWN COMMITTEE Term Of Appointment: (2 YEARS?) 1 YEAR

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. DEC/2020 / ADULTHOOD COM

List civic organizations to which you belong now: FRIENDS OF WISCASSET VILLAGES
GARDEN CLUB OF WISCASSET

Prior experience, knowledge, or abilities that you have which would contribute to the activities of the Board or Committee: UPON AS CHAIR OF THE COM. 3 YRS FRIENDS GARDEN

Signature: [Signature] Date: 02 NOVEMBER, 2020

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

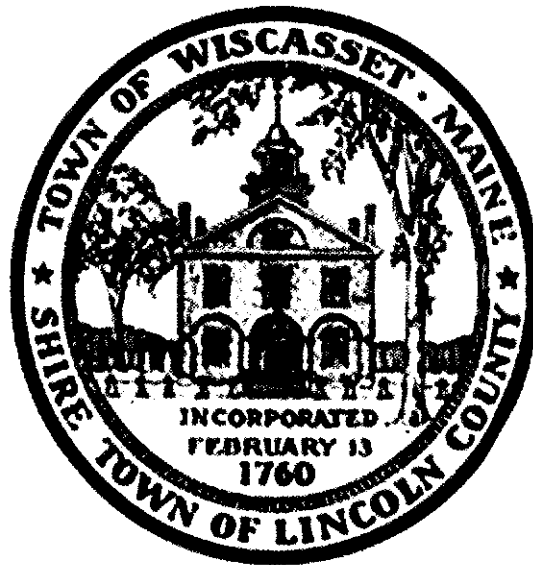
Please return to the Selectmen's Office, 51 Bath Road, Wiscasset, ME 04578, by fax 882-8228 or e-mail at clerk@wiscasset.org

For Office Use: _____

Date received: 11/3/2020 Date Appointed: _____ Term: _____

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Town of Wiscasset
November 2020
Monthly Reports





Town of Wiscasset

AIRPORT REPORT

To: Dennis Simmons, Town Manager
From: Rick Tetrev, Airport Manager
Re: November Monthly Report
Date: December 10, 2020

Attached: Airport Committee November Report

Re: Airport Monthly Report November 2020

Sale of 100 LL Aviation Gas was 2918 gallons for a gross revenue of \$13,248.02 dollars. There were no sales of Jet A. This was an increase in sales from 2019 of 17 and an increase in revenue of \$449.00.

In October we had 4 transient aircraft that stayed one night or more. They spent \$1,173.04 on fuel, paid \$90.00 in parking fees and 1 pilot rented a car for a total of 1 night.

I am waiting for training on the new G.A.R.D. system. Maine Department of Transportation (MDOT) will be holding 2 virtual sessions next week for a total of 4 hours for all airports.

Last month I reported that the apron (aircraft parking area) crack seal and repair as well as new fencing had begun. I also reported it would take 7 working days to complete, but it has taken a little longer and should be completed by Friday, November 13. Due to severe weather the project remains unfinished. Last week, ending on December 12, they had completed the striping of the parking spots and taxi lanes. The area to be fenced is cleared but the installation of the fence will probably have to wait until the spring.

The FBO office is open by appointment from now through April. The airport is open to air traffic and self-service fuel throughout the winter.

The November Airport Committee has good information on calendar year 2021 activities.

Respectfully submitted,

Rick Tetrev

**“Discovering Wiscasset
One Flight at a Time”**



Town of Wiscasset

Wiscasset Municipal Airport Advisory Committee Meeting Minutes November 18, 2020 - submitted by Steve Williams

Opening

The regular meeting of the Wiscasset Airport Advisory Committee was called to order at 5:00 pm on November 18 by Chair Steve Williams. Members present: Ray Soule, Pam Brackett, Erv Deck and Stephen Williams. Rick Tetrev Airport manager present.

Approval of Minutes

The minutes of the October 21 meeting were read and accepted.

Airport Manager's Report October

- 8 Transient Aircraft staying 1 night or more generated \$750 in parking fees and 22 nights of car rental
- GARD system reported 403 operations vs 365 in 2019 for September.
- New GARD system was installed and is up and running. Highly detailed information including radio transmissions and aircraft registration numbers for those aircraft equipped with ADS B The new system is a grant from Maine DOT.
- Crack sealing is complete except for stripping on apron and fencing project may be completed if winter weather holds off.
- September sales of 100LL at 2356 gallons for \$10,698 and Jet A at 97 gallons for \$437.
- All municipal hangars are rented for the winter. Three private hangars that were for sale at beginning of 2020 are sold.
- Aircraft office is open by appointment only through April. The airport itself remains open to traffic and fuel services are self-serve.
- CARES Act will generate an additional \$30,000 for the airport in the 2021 and 2022 budget.

New Business

- Review of timeline for Runway Reconstruction project.
- Fall, Winter and Spring complete survey work, engineering drawings and bidding.
- Receive grant in July with construction expected to span 6 weeks in which time the airport will be closed.
- Fall of 2021 will see Obstruction Clearance taking place in area of Chewonki Campground.
- CARES ACT may pay for 100% of project by Feds with no payment by Maine or Town of Wiscasset.



Town of Wiscasset

TOWN CLERK REPORT

To: Dennis Simmons, Town Manager
From: Linda Perry, Town Clerk
Re: November Monthly Report
Date: December 10, 2020

Elections

The November 3, 2020, General Election was held in the Gymnasium at the Wiscasset Community Center. The polls were open from 8:00 a.m. to 8:00 p.m. The Town of Wiscasset had a total of 2345 votes cast (1413 absentee requests).

Due to outstanding number of unresolved absentee ballot requests that still remain in the Central Voter Registration System, we have not been authorized by the Division of Elections to complete the voter participation input for this election. There are towns that have not resolved their absentee ballots which have delayed the process. Wiscasset had theirs completed within two days following the election. All new voter registrations, changes to existing voters and all other mandatory post-election procedures that were required for the November election have been completed.

The Clerk's Office will begin preparing for the June Town Meeting and Election of Officers starting in December. The dates and deadlines for June Election will be announced as soon as they are confirmed.

Clerk

Seasonal work that will be taking place in the Town Clerk/Registrar of Voters office include issuing 2021 Dog Licenses, selling Inland Fisheries licenses and permits for the 2021 year and preparing the 2021 – 2022 fiscal year budget. Dog license reminders will be mailed in January to remind dog owners of the January 31st deadline. If dogs are not licensed prior to February 1st there will be a late fee of \$25. Excise Tax bills will be mailed in January to anyone who has an aircraft hangered at the Wiscasset Municipal Airport.



Town of Wiscasset

Financials:

	Auto Excise	Boat Excise	Agent Fees	Vital Fees
Monthly Revenues	\$47,108.33	\$0.00*	\$1,298.25	\$125.40
Year to date	\$348,492.06	\$1,269.20	\$9,606.50	\$1,188.00
Met yearly revenue projection by:	51%	20.98%	56.51%	-----

*Boat excise tax will increase during the spring months due to boat re-registrations



Town of Wiscasset

EMS/EMA REPORT

To: Dennis Simmons, Town Manager
From: Erin Bean, Interim EMS Director
Re: November Monthly Report
Date: December 1, 2020

Scene Incident City Name (eScene.17)	Number of Runs	Percent of Total Runs
Wiscasset	35	77.78%
Dresden	7	15.56%
Westport Island	2	4.44%
Boothbay	1	2.22%
	Total: 45	Total: 100.00%

This Month we saw some slowing of call volume. The hospitals have begun to have an increase in Covid Patients. They are not allowing family in to the ER and this has caused people to not want to go to the hospital.

We had two providers that were not able to work for two weeks due to Covid exposures at their other employments. This only effected staffing here at Wiscasset EMS no exposures of other providers occurred. Both are healthy and have returned to service as of Sunday November 29th.

We have had 3 new people come onboard. We filled the vacant Deputy Director position with Aurel Marks. Aurel has been a paramedic supervisor at Waldoboro EMS for five years and in EMS for seven. Aurel is very excited to be joining our team. She is motivated and cheerful. Josh Tomasello, is an EMT basic he is new to EMS. His mother is chief of the Bremen first responders, that is where he has gotten his interest in EMS. Henry Brennan is an EMT Basic that also works for CLC and he is an active member of the Jefferson First responders.

I have met with many sales people about bids for the Ambulance I had one of them that helped the Town of Wiscasset acquire a discount from Ford that can be used for any department and gave a substantial discount on Ford products.

I hope all of you have happy and safe holidays.

Erin Bean,
Acting Director Wiscasset EMS



Town of Wiscasset

FIRE DEPARTMENT REPORT

To: Dennis Simmons, Town Manager
From: Robert Bickford, Fire Chief
Re: November Monthly Report
Date: December 10, 2020

Operations:

The fire department responded to 18 calls for service for the month of November which is right in line with last year's call count of 19. A number of those calls were storm related (trees / wires down blocking roads, etc.) for 2 storms this month. All of our calls this month were in town. The calls for the month break down as follows:

4 motor vehicle accidents, 5 fire alarms, 1 fuel spill, 1 assist to EMS and 7 "other" which is the storm related calls.

After 5 months of the fiscal year, our call count stands at 98 calls for service compared to 66 for the same time period last year.

We completed testing of our hose and ground ladders this month. This is an annual requirement for all fire departments. In years past, the testing was completed in house over the course of several training nights. This year, we hired a company to conduct the testing and all equipment was tested and loaded back on our apparatus in 4 hours. This leaves 4-6 training nights for us to focus on other training.

We were glad to be asked to participate in a Zoom presentation with the 2nd grade class at Wiscasset Elementary School this month. They have been studying home and fire safety and asked if we would speak with the students about it. While we would rather have met with the students in person, we were still glad to come into the school and have some interaction with the students.

Training:

We are very pleased to announce that 2 of our firefighters have recently completed and passed their Firefighter I and II training academy. This academy has been especially long and arduous. It began in January of 2020 and was interrupted in March with the onset of COVID-19. Instruction continued in a virtual environment for the workbook portion of their training. Hands-on training started back up this fall and the students were able to complete their practical skills learning prior to the recent spike. We say a HUGE congratulations and thank you to Firefighters Andrea Hartman and Matt Smith. We truly appreciate your dedication and time commitment.



Town of Wiscasset

Training for the month continued to focus on familiarization and operation of the new ladder truck and preparing it to be put into service. We also closed our training building for the winter which consists of lining the burn building with bales of hay to prevent the frost from heaving the floor in the building.

Staffing:

Our staffing has increased by 1 member with the welcome addition of Dave Renfro to the roster. Dave is a retired federal firefighter and has extensive experience in aircraft rescue and firefighting as well as structural firefighting and apparatus operation. We look forward to working with Dave to many years to come. Welcome aboard.

Events:

While we would normally be preparing for the holiday season, our upcoming events for the December are very slim. We would like to wish everyone a very safe and Merry Christmas and a happy holiday season.

Financials:

Our budget stands at 34.32% expended at 41% through the budget cycle. This reflects some larger expenses such as the hose and ground ladder testing as well as our bi-annual payroll.

Respectfully submitted,

Rob Bickford



Town of Wiscasset

Wiscasset Police Department

To: Dennis Simmons, Town Manager
From: Lawrence Hesseltine, Wiscasset Police Chief
RE: November Monthly Report
Date: December 1, 2020

The Police Department responded to **385** calls for service during the month of November bringing our total YTD calls for service to **5,276**.

The PD made **14** arrests bringing out YTD total to **207**, exceeding 2019's annual total of 199 arrests.

Officers responded to 14 motor vehicle accidents and conducted 58 motor vehicle stops.

One of our officers contracted COVID-19 from his FTO he attended in South Portland and missed 2 weeks of work. He returned to duty on November 11th.

Officer Hubert resigned effective November 9th. Sgt. Hatch has taken over the role of SRO for the Department. He has held the position previously with the department and has already received the Basic and Advanced SRO Certification.

The PD investigated and cleared a felony (employee) theft case involving a local business which resulted in their loss of more than \$32,000.00.

The PD responded to Atlantic Motorcar Center for a workplace fatality. The joint investigation involved the Lincoln County DA's Office, OSHA, and the Maine AG's Office.

The PD responded to Maxwell's Market for a report of an Armed Robbery. This investigation is on-going, and we are actively investigating all leads as they continue to come in.

Arrests/Summonses were made for the following:

Operating Under the Influence	Operating After Suspension
Arrest Warrant	Theft by Unauthorized Taking
Operating with Expired License	Failure to Stop
Eluding an Officer	Possession of a Loaded Firearm in Motor Vehicle
Unlawful Possession of Scheduled Drugs	Driving to Endanger
Criminal Speeding	Criminal Mischief
Attaching False Plates	Burglary

Submitted: 12/1/2020



Town of Wiscasset

PUBLIC WORKS DEPARTMENT

To: Dennis Simmons, Town Manager
From: Theodore Snowdon, Public Works Director
Re: November Monthly Report
Date: December 10, 2020

Operations:

The month of November, for the Transfer/Public Works has been moving forward in keeping up with all winter duties. In addition to our day to day duties we have managed to:

- Completed the task of preparing the town for the holidays.
- Culvert repair Fowls Hill road.
- Removed numerous hazard trees throughout the town.
- Assisted rec department with new skating rink.
- Water front dock maintenance.
- Pulled Fairy Landing float for winter repairs.
- Road side ditching throughout town.
- Tree trimming throughout the town roads
- Staying on top of service and repair of all town owned vehicles including Transfer Station equipment
- Closed all town cemeteries for winter.
- Winterized F.D Training building and Scout Hall for winter.
- Still working on roadside brush removal and chipping
- Ongoing repairs and maintenance on all plows and wings.
- Continued working on gathering information for Ferry Rd. culvert project
- Street sign repair throughout the town
- Still trying to keep up with the pot holes and cold patch repair throughout the town.
- Assisted Transfer station with trucking of demolition during a break down with equipment.
- Sealed new fence at Haggett parking lot on Water street.
- Still working with Town Office in keeping public safe with covid.



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Transfer Station duties

The transfer station is still running with the covid guide lines of two vehicles at a time, and the use of masks and social distancing recommended. Sanitizing is taking place throughout the day.

Also still trucking 2 to 3 loads of garbage per week to Norridgewock, metal and demo to Topsham brush and wood to Boothbay.

I would also like to mention the hard work and dedication of our Public Works and Transfer Station crew for keeping up with our duties. And the ongoing support from our Town Manager and staff.

To conclude, all is well within the Departments.
Respectfully, Ted/crew



Town of Wiscasset

PARKS AND RECREATION DEPARTMENT

To: Dennis Simmons, Town Manager
From: Duane Goud, Parks & Recreation Director
Re: November Monthly Report
Date: December 10, 2020

Program Updates

The month of November was a mixture of steps in both directions, we were all set to move ahead then we got scaled back by new guidelines. With there still being so many unknowns, restrictions and guidelines, changing sometimes daily, it has been a continued climb to be able to provide the services that we provide here at the WCC. I feel the Wiscasset Community Center / Wiscasset Parks & Recreation Department has and is putting our best efforts forward to make available all the programming we can. We are continuously working on more programs and/or events that we feel we will be able to move forward with. The current COVID numbers are not helping us move ahead or even get back to where we were last year at this time. We are and will continue to move forward in the areas that we can and continue to adjust in other areas that are still behind in the phases of reopening the State of Maine.

Starting November 4th, everyone now has to wear a mask while at the WCC, per new State guidelines. Our fitness instructors have moved all of their classes inside or suspended them until further notice because of the new State mandate. Water Works continues to have a great following since our reopening in June. Masks are not required while in the pool, per State & CDC Guidelines.

Unsinkables Swim Team was suspended (November 6th) until December 7th due to the new State mandate. Maine Swimming to no avail protested this delay because there has been no evidence of the virus being transmitted within a pool environment. In fact, the State CDC Guidelines say that if a pool is properly maintained like ours is, the chlorine should kill the virus if it was present.

We have and are continuing to offer Swim Lessons (Levels 1, 2, 3, 4 & 5), Parent Tot, WCC Swim Club, Private and Semi Private Lessons. These lessons have started and are limited per session because of the guidelines set forth by the CDC and ARC Swimming.

Our Remote Learning Camp Days and ASA programs continue to be a huge help to working parents.

We are continuing to work with the schools to try and get some sort of reimbursement for the Remote Program to offset the cost to parents. Our enrollment has held steady in these programs since last month. We continue to take reservations for our AfterSchool Adventures and Remote Learning Camp Days on a daily, weekly or monthly basis. We work continuously to update the guidelines and restrictions hoping to provide a great ASA program for all of our ASA students and Staff as well as be there for working parents. ASA and Remote Learning Camp are open to all children between the grades of Pre - Kindergarten and 5th grade.

Our Youth Basketball program is currently taking registration for the upcoming season. We are hoping to be able to offer skills and drills for the first few weeks, then possibly after the new



Town of Wiscasset

year get into some scrimmages. Looking to have a successful season, even though restricted.

Karate programs are up and running, being held on Monday and Thursday evenings for different levels of fitness and skills. New sessions will be starting up the first week in January.

Our Pickleball program was shut down due to the new guidelines put out by the State and CDC. With the new guidelines we have had to restrict this to singles only, doubles will be able to start back up on December 14th.

Our Senior Sew and Chat group continues to meet twice a week, Monday and Friday (9:30 – 11 am).

We switched over to our winter hours in October, increasing the time that the building is available for use.

We are continuing to work on what we can offer for Winter Sports, Events and Activities.

Building and Grounds Updates

The WCC Pool, Gymnasium and Fitness room are all open at this time, the Senior Center is not open. All lanes and time spent in the WCC are by reservation at this time, walk ins are on a first come first basis if space is available. Pool and Fitness reservations are continuing to grow by the week and gymnasium reservations are starting to increase as people feel more comfortable coming inside to workout.

Outside of the building we have been working to keep the grounds looking great. As we continue to get ready for the winter season, we are still trying to take advantage of the great outside weather that we have had. Our trails continue to see more and more people getting out to enjoy a nice walk through the nearby woods and fields, the weather has been great for this type of activity, even throughout the year. We have continued to work on our new Ice Bowl at the corner in our driveway, with help from Ted and his crew we have been able to remove excess dirt on a couple different occasions. This project continues to look great as we move closer to the Winter season.

We are using the digital signs for mask awareness and other local events happening either at the WCC or within the town.

We started the process of getting our WCC Roof replaced, RFP was posted and awarded for the engineering work (Wright & Pierce) that needs to be done previous to the replacement of the roof.

We have also started the installation of our security surveillance cameras' this project is nearly 90% complete at this time. Special Thanks to Bob Macdonald, he has done a great job of getting this system up and operational.

Community Events

We were able to hold a couple of Food to Family events here at the WCC within the last month, helping anyone in need of some extra food to help support their families. We also receive food from the area food bank weekly for anyone who wants it, there are no limitations, this is a first come first serve program for all who wish to use it.



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We are holding an American Red Cross Blood Drive monthly here at the WCC, currently this event is being held in the far end of the gymnasium, dates determined monthly.

We were able to hold our Annual Tree Lighting (Modified) on December 6th. This event was postponed by weather from Saturday to Sunday, even though it was cooler it was still a great success with around 75 -80 people (social distanced) in attendance.

Special thanks to all those involved bringing this event to life in a time of uncertainty! A Winter special event with snow, lights, music (set up by Bob Macdonald, Organ play by Terry Heller and the singing of Christmas Carols led by Jim Crowley), hot chocolate (made by Marion Hanna), gingerbread cookies (made by Chelsea Taylor and packaged by Doris Gabriele), candy canes (donated by Ames True Value) and Luminaries put together by the Appearance of the Town Committee.

Upcoming events include Gingerbread House Building and Winterfest!

Coordination Meetings & Professional Development

We continue to participate in many different webinar's and zoom meetings trying to stay connected to others, working on the different questions and concerns as we work through this unprecedented time.

We continue to work with each other to accommodate schedules and make sure that everything that needs to get done does get done on a daily basis.

We have been working with Erin Bean (EMS), Keep ME Healthy Grant.

I have been working on the beginning stages of a LWCF Grant for the upgrades for White's Island.

I also had meetings with the Superintendent of Schools and WACC to stay informed on both of those fronts.

Our Department Head meeting on December 8th brought up Workers Comp issues, safety standards and what we need to do moving forward to mitigate concerns. We talked about the upcoming budget season, deadlines, CIP plans, holidays, grants and earned time.

Director's Note:

We are still not up to the capacity that we should be this time of year but I feel like we are continuing to move in the right direction, continuing to move forward no matter what we are thrown for obstacles. New mandates and guidelines changing sometimes daily make things very difficult to keep up with. Our first objective is to provide a safe and healthy place for all to enjoy, which I feel the Staff here at the WCC works very hard at and successfully fulfills.

Unlike last month where I was mentioning that we were continuing to climb month after month revenue wise, November disappointed us with a small setback in revenues. I believe this was in conjunction with the recent setback in their State's reopening guidelines. Even though we are not at the levels of revenue of previous years we continue to work hard to keep our rate of expenditure down as well. With the end of November in the books (41.6% of the year), our current total expenditures are at 30.12% (\$249,952.93) and our revenues are at 25.83% (\$110,818.19).

To put this into perspective, we are currently \$36,000 behind last year (\$146,957.67) at this time when it comes to the revenue numbers. We are currently \$68,484.31 less than last year



Town of Wiscasset

(\$318,437.24) at this time when it comes to expenditures. Knowing that we are not going to have the same levels of revenue that we had last year, we are trying to make sure that we are being as fiscally responsible as possible.

Comparing our expenditures and revenues year to date percentages with last year at this time. Expenditures, we are currently at 30.12%, well below the 40.29% that we were at last year at this time. Revenues, we are currently at 25.83%, closer in comparison with last year which was at 32.99% after 5 months of the budgeted fiscal year.

We are continuing to look at all avenues of bringing in additional revenue for the WCC / WPRD. Community Partnership requests have been sent out to neighboring towns, rentals of the building are also being looked into for additional income. We are working with 4 different area school swim teams looking for pool time, this will be a great opportunity to build relationships and revenue for the building. Knowing there are going to continue to be changes and updates to the many restrictions, guidelines and checklists, we are continuing to prove to our membership and fellow staff that we are doing everything possible to provide each other with the safest and healthiest environment and facility possible.

I want to say 'Thank You' to all the WCC Staff for their great work, continuing to work together, throughout this stressful and unprecedented time in our lives.

Facilities / Operations / Maintenance – Bob Macdonald; **Aquatics / Swim Team** – Lori Lapointe; **Programs** – Chelsea Taylor; **Front Desk** (Reservations and Lobby tasks)– Bonnie Blagdon, Doris Gabriele and Lisa Gatti (Opening Maintenance); **Lifeguards** (Monitoring and Disinfecting (Ladders, Chairs & Bottles) between each use in the Pool) – Nori Lund, Jenna Bickford, Miranda Boe, Leslie Sneddon, Nathan Gilliam, Diane Tran, Braxton Farrin, JaJa Martin, Lily Yeaton and Ying Ying Brown; **Maintenance** (Keeping all areas of the building Disinfected and Clean) – Al Collins, Marion Hanna, Matthew Smith; **ASA and Remote Learning** (Monitoring and running a great program for the kids on a daily basis) – Kristy Lincoln, Chelsea Taylor, Gabrianna Bailey, Cedrick Loyola, Connor Robertson and Daniel Lackie; **Fitness Training and Teaching Fitness Classes** – Chelsea Taylor (Personal Training & Cardio Kick), Nori Lund (Waterworks, Teaching, Coaching & Private Swim Lessons), Cedric Maguire (Personal Training), Lorna Weber (PiYO) and Tamara Dolloff (Yoga).

Staffing has had some adjustments with the changing of hours and additional duties. We will continue to look at the trends of the WCC, hoping that things will continue to move forward and become busier throughout the upcoming months. We have a great staff here at the Wiscasset Community Center, working hard to create a great experience for everyone that comes through our doors on a daily basis.

On a personal note, I am very confident we will get back to where we were and hopefully exceed expectations as a department, rebuilding programs and membership with a renewed sense of community. I look forward to the possibilities!

Thank you for your continued support of the Wiscasset Community Center!

Duane Goud



Town of Wiscasset

SHELLFISH WARDEN

To: Dennis Simmons, Town Manager
From: James Read, Shellfish Warden
Re: November Monthly Report
Date: December 8, 2020

Town: Wiscasset
Patrol Hours:
Meeting:
Other:

Hours worked: I do not have exact number of hours I worked this month and working on taking numbers to keep track.

Areas Checked: Clarks Point, Whites Island, Pottle Cove, Hilton Cove, Mason Station, Cushman Preserve, Back River, Berry Island, Eaton Farm, Young's Point, Chewonki Creek, Montsweag brook.

Diggers Checked: 17 wormers checked

Warning Issued: 3 diggers warned down on Chewonki Neck road not to park where they did and asked to park at the town landing by the end of airport.

Summons Issued and to Whom:

Comments (Explain meetings or other):

Officer James Read



Town of Wiscasset

WASTE WATER TREATMENT PLANT

To: Dennis Simmons, Town Manager
From: Robert Lalli, Waste Water Treatment Plant Superintendent
Re: November Monthly Report
Date: December 10, 2020

Average flow per day	0.309 MG
Licensed flow per day	0.62 MG
Percent of average flow per day to license limit	50 %
Total Rainfall per month	5.75 inches
BOD Effluent Lab Results mg/L	
For monthly average	7 mg/L
Weekly average	10 mg/L
Daily max.	10 mg/L
All within license limits	YES
BOD Effluent Removal %	97%
Required%	85%
TSS Effluent Lab Results (mg/L)	
Monthly average	4.5 mg/L
Weekly average	6 mg/L
Daily max.	6 mg/L
all within license limits	YES
TSS Effluent % Removal	97%
Required%	85%
Settable Solids within license limit of 0.3 mL/L	YES
PH within license limits of 6-9	YES
Fecal (tracked during disinfection season)	Testing Ceased, Will Resume
Instant Daily max (31)	5/1/2021
Geometric Mean (13)	High= 40
	Monthly = 3.42
Total Residual Chlorine	Testing Ceased, Will Resume
Instant daily max (0.3 mg/L)	4/15/2021
Monthly Avg. max (0.1 mg/L)	0.03 mg/l
	0.012 mg/l

BUDGET: With 41.7% of the fiscal year now gone, the Sewer Department has used 25.8% of its annual budget. However, December will likely be over budget for that month, as the Sewer Dept. needed to urgently address a number of breakdowns, equipment repairs and a sewer main leak.



Town of Wiscasset

SAFETY RELATED: On November 9, Sewer Plant Employees went through required annual Hazard Communication and Global Harmonization (Safety Data Sheet/Labeling) Program Training and Policy Review.

SEWER MAIN LEAK ON ROUTE 1: At 3 PM on Friday, 11/6/2020, a repaving crew from All States Asphalt and Water District employees found a sewer leak on the edge of the new asphalt on Route 1, between the NAPA Store at 694 Bath Road and the Marketplace Shopping Center (across from the Barnhouse Restaurant). Sewer Department employees arrived at the site. The leak was suspected to be from a leaking sewer force main.

An emergency Dig Safe was called in. An evaluation was made and Crooker Construction was called to do the excavation and repair.

The work was performed on Sunday, 11/8/2020. Site excavation found that the leak was not caused by a broken or cracked pipe, but by a leaking valve on the force main. Galvanized nuts and bolts holding the valve together had corroded and broken off, so every time the pump station pumps turned on, sewage sprayed from loosened seams on the valve. Improper use of galvanized hardware (which easily corrode) and the Route 1 repaving work directly above the valve may have helped cause this leak. Crooker replaced all the hardware holding the valve together with new stainless-steel nuts, washers and bolts.

A Webber Septic sewer truck was dispatched to upstream pump station #17 (which was shut off during the repair), to vacuum out the wet well and prevent it from overflowing. Tests running the pump station showed no leaking and that the repair was successful. Crooker backfilled the excavation site and temporarily restored the road.

The road repair did settle, and Ted Snowden (many thanks to him!) sent his road crew to regrade the sinking area with cold patch. Crooker Construction returned several days later and restored and repaired the road. Maine DOT officials maintain that the repair was done at temperatures below 32 degrees, which means that the repair will need to be dug out and redone in spring. I am pursuing this issue with DOT presently.

We have not yet received the bill for this repair but expect it to be of significant cost to the department.

FIRE DOORS REPLACEMENT: Bids were opened in a Select Board Meeting for replacing 5 fire doors at the sewer plant. After contacting the bidders to be sure their bids included 24" fire glass windows, exit push bars and installation costs, the bid was awarded to the lowest bidder, Loranger Door Company of South Portland, Maine. Their bid was \$14,860.00.

After coming out and rechecking all door measurements last week, they will manufacture and ship the doors to us in mid-December. Installation will take place in January.

HEADWORKS HEATER: After doing a comparison of available units, a new Modine Brand Hazardous Environment/Explosion Proof Heater was ordered to replace the Headworks Building



Town of Wiscasset

Modine Brand unit that broke down (the unit was heavily corroded, including electrical wiring and the tubing which held the fluid). The old unit was a workhorse (Modine specializes in heavy duty industrial units) and it lasted 20 years in very damp and corrosive (hydrogen sulfide gas) conditions.

The price of the new heater (with wall bracket and shipping) is \$6,622.24. Coastal Climate Control (electricians) will perform the removal/installation work. The unit will be shipped December 10th.

PLANT BOILER: A corroding and now illegal (as per plumbing codes) copper fuel line that feeds fuel oil to the plant main building's boiler was replaced by Brancato's Heating Company. Codes inspector Bruce Mullins found the new fuel line to be compliant with plumbing codes.

MUFFIN MONSTER SOLIDS GRINDER: One of the sewer plant's 2 Muffin Monster Brand solids grinders began leaking on to the basement floor in the main building. It is a vital piece of equipment and is required to be on-line when we are running 2 circular clarifiers (current conditions dictate the need for 2 clarifiers). We are running the unit in its leaking condition and it runs 24/7.

This unit was already on our 2021 Capital Requests List for replacement.

A manufacturer's rep was sent out to assist us with diagnosing the problem. The top part of the housing has corroded through and needs replacement (hence the leak). However, this unit is quite old and the grinder blades and teeth are most likely worn out also. As we already wanted to replace this unit, we decided to act and order a complete replacement. There are other brands of grinders available, but getting one of the would entail adjusting our piping and ordering a new motor. We'd prefer to avoid those costs. A Muffin Monster removal and installation can be performed by plant employees.

A new unit costs between \$18,000 and \$20,000. Because our unit is so old, we are eligible to replace our unit under the old exchange program (they send us a rebuilt replacement unit, we send them the broken one). The cost to us is \$10,096.96. We are getting the new unit in this exchange program.

The new unit will be shipped out on December 14th.

This concludes the Sewer Department's November 2020 Monthly Report.

**Respectfully Submitted,
Robert Lalli
Superintendent**



9a

Town of Wiscasset Sale of Consumer Fireworks

Annual License from the Board of Selectmen

Please Note: The Board of Selectmen shall issue a license if they find the applicant: has not been convicted of a Class A, B or C crime; has not through the use of fireworks, Consumer Fireworks or in any other way, created a danger to the general public; and has complied with all federal, state and local laws, ordinances, rules and regulations (12.3.2.3)

Date: 11/25/20 Map: U-11 Lot: 1D

Company Name: Big Al's South Fox DBA Big Al's Fireworks

Address: 300 Beth Road Zoning: Commercial

Town/City, State & Zip Code: Wiscasset, ME 04578

Phone #: 207-882-8422 Fax #: 207-882-5225 4 Employees

Name of Insurer: Scottsdale Ins Co. Policy #: 1570098547

State License Number CFS 14 (please include a copy of state license)

Property Owner's Name: Allen Cohen ME Lic # 7946217

Property Owner's Address: 141 Cushman Point Rd

Property Owner's Town/City, State & Zip: Wiscasset ME 04578

Code Enforcement Officer: [Signature] date: 11-30-2020
Bruce W. Munn

To the best of my knowledge and belief all information on this application, and submitted in support of/with the application, is true and correct and all proposed consumer sales of Fireworks activities will conform with this application and the Town of Wiscasset's Ordinance, as applicable.

The applicant shall be responsible for any costs associated with this application, including advertising requirements

Company Signature: [Signature] 11/25/20 A Cohen
Signature: Date: Print:

Office Use Only

By vote of the Wiscasset Board of Selectmen; Date: _____

Chair: _____

- Approved
- Not Approved
- Needs additional information



STATE OF MAINE - DEPARTMENT OF PUBLIC SAFETY
OFFICE OF STATE FIRE MARSHAL
45 COMMERCE DR STE 1
AUGUSTA, ME 04333-0001

License for Consumer Fireworks Retail Store

License No. CFS14

In accordance with the provisions of M.R.S.A. Title 8, Chapter 223-A, permission is hereby granted to sell consumer fireworks as follows:

Expiration Date: 05/14/2021
Store: BIG AL'S FIREWORKS OUTLET
Location: 300 BATH RD, WISCASSET, ME 04578
Owner: BIG AL'S OUTLET INC.
Owner Address: PO BOX 720, BOOTHBAY HARBOR, ME 04538-0720

A handwritten signature in black ink, appearing to be 'A. Al' or similar, written over a horizontal line.

SIGNATURE OF LICENSEE

A handwritten signature in black ink, appearing to be 'W. Kelly' or similar, written over a horizontal line.

COMMISSIONER OF PUBLIC SAFETY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/15/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ryder Rosacker McCue & Huston (MGD by Hull & Company) 509 W Koenig St Grand Island NE 68801	CONTACT NAME: Kristy Wolfe	
	PHONE (A/C, No, Ext): 308-382-2330	FAX (A/C, No):
E-MAIL ADDRESS: kwolfe@ryderinsurance.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : SCOTTSDALE INS CO		41297
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
 Big Al's Outlet Inc.
 DBA Big Al's Fireworks Outlet
 PO Box 720
 Boothbay Harbor ME 04538

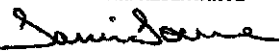
COVERAGES **CERTIFICATE NUMBER:** 1570098547 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			CP33385180	9/15/2020	9/15/2021	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N if yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Blanket Additional Insured applies to the entities listed below per attached form GLS-150s when required by written agreement.
Waiver of Subrogation applies to the entities listed below per attached form CG 24 04 when required by written agreement.

Additional Insured per Form CG2013- State of Maine Fire Marshal
Additional Insured per Form CG2011 - Allen & Melissa Cohen

CERTIFICATE HOLDER Maine State Fire Marshal Office 52 State House Station Licensing & Inspections Division Augusta ME 04333-0164	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



NOTICE OF CLEARANCE

for individuals transporting, shipping, receiving, or possessing explosive materials.

ISSUED TO: BIG ALS OUTLET INC

Federal Explosives license/permit no.: 6-ME-015-53-1G-00165

NOTICE DATE: 06/25/2018

Expiration Date: July 1, 2021

EXPIRATION DATE: This Notice expires when superseded by a newer Notice which will list all current responsible persons and employee possessors, or when the license or permit expires - whichever comes first.

Explosives License/Permit Type: 53-DEALER OF EXPLOSIVES

- 1 **WARNING.** Only those individuals listed below as **RESPONSIBLE PERSONS** and **EMPLOYEE POSSESSORS** with a background clearance status of "CLEARED" or "PENDING" are authorized to transport, ship, receive, or possess explosive materials in the course of employment with you.
- 2 **"DENIED" STATUS.** If an employee possessor has a background clearance status of "DENIED", you **MUST** take immediate steps to remove the employee from a position requiring the transporting, shipping, receiving, or possessing of explosive materials. Also, if the employee has been listed as a person authorized to accept delivery of explosive materials, you **MUST** remove the employee from such list and immediately, and in no event later than the second business day after such change, notify distributors of such change, as stated in 27 CFR 555.33(a).
- 3 **CHANGE IN RESPONSIBLE PERSONS.** You **MUST** report any change in responsible persons to the Chief, Federal Explosives Licensing Center, within 30 days of the change and new responsible persons **MUST** include "appropriate identifying information" as defined in 27 CFR 555.11. Fingerprints and photos are **NOT** required, however they will be required upon renewal of the license or permit.
- 4 **CHANGE OF EMPLOYEES.** You **MUST** report any change of employee/possessors to the Chief, FELC, within 30 days. Reports relating to newly hired employees must be submitted on ATF Form 5400.28 for **EACH** employee.

Premises Address:	29 BATH ROUTE WISCASSET, ME 04578
Mailing Address:	BIG ALS OUTLET INC BIG ALS FIREWORKS OUTLET PO BOX 720 BOOTHBAY HARBOR, ME 04538

This 'Notice of Clearance' is provided to you as required by 18 U.S.C. 843(h) and **MUST** be retained as part of your permanent records and be made available for examination or inspection by ATF officers as required by 27 CFR 555.121. If you receive a Notice subsequent to this Notice, this Notice will no longer be valid.

In accordance with 27 CFR 555.33, Background Checks and Clearances, and 27 CFR 555.57, Change of Control, Change in Responsible Persons, and Change of Employees, ATF's Federal Explosives Licensing Center (FELC) has conducted background checks on the individual(s) you identified as a responsible person(s) and an employee/possessor(s) on your application, or reported after the issuance of your license/permit.

The following is a SUMMARY of the results of the background checks conducted on the individuals you reported as responsible persons and employee/possessors. ATF will be notifying ALL individuals listed on this document of their respective status by separate letter mailed to their residence address.

PLEASE BE ADVISED THAT IT IS UNLAWFUL FOR ANY PERSON REFLECTING A STATUS OF "DENIED" TO TRANSPORT, SHIP, RECEIVE, OR POSSESS EXPLOSIVE MATERIALS.

Please carefully review this Notice to ensure that all the information is accurate. If this Notice is incorrect, please return the Notice to the Chief, FELC, with a statement showing the nature of the error(s). The Chief, FELC, shall correct the error, and return a corrected Notice.

Number of RESPONSIBLE PERSON(S) : 2
 Number of EMPLOYEE POSSESSOR(S) : 0

LAST NAME, First Name, Middle Name	Clearance Status
RESPONSIBLE PERSONS:	
	2
0001 COHEN, ALLEN STEVEN	Cleared
0002 WALSH, RAYMOND LAWRENCE	Cleared

EMPLOYEE POSSESSORS: 0

continued

LAST NAME, First Name, Middle Name	Clearance Status
------------------------------------	------------------

Federal Explosives License/Permit (18 U.S.C. Chapter 40)

NO DUPLICATION CHARGES IN FEDERAL LICENSES OR PERMITS

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To
ATF - Chief, FELC
244 Needy Road
Martinsburg, WV 25405-9431

License/Permit Number
6-ME-015-53-1G-00165

Chief, Federal Explosives Licensing Center (FELC)
Christopher R. Reers

Expiration Date
July 1, 2021

Name
BIG ALS FIREWORKS OUTLET

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
298 BATH RD ROUTE 1
WISCASSET, ME 04578

Type of License or Permit
53-DEALER OF EXPLOSIVES

Purchasing Certification Statement
The licensee or permittee named above shall use a copy of this license or permit to assist a purchaser of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)
BIG ALS OUTLET INC
BIG ALS FIREWORKS OUTLET
PO BOX 720
BOOTHBAY HARBOR, ME 04538

Licensee/Permittee Responsible Person Signature

Position/Title

Printed Name

Date

Previous Edition is Obsolete
BIG ALS OUTLET INC-298 BATH RD ROUTE 1 WISCASSET ME 04578-0165-00165 July 1, 2021-53-DEALER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part I
Revised October 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse, child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for the benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

Go to Here X

(Continued on reverse side)

Federal Explosives License/Permit (FEL) Information Card	
License/Permit Name:	BIG ALS OUTLET INC
Business Name:	BIG ALS FIREWORKS OUTLET
License/Permit Number:	6-ME-015-53-1G-00165
License/Permit Type:	53-DEALER OF EXPLOSIVES
Expiration:	July 1, 2021
Base Note: Not Valid for the Sale or Other Disposition of Explosives.	



U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives
Federal Explosives Licensing Center
244 Needy Road
Martinsburg, West Virginia 25405

901090: CRR/FLS
5400
File Number: 6ME00165

06/25/2018

SUBJECT: RESPONSIBLE PERSON LETTER OF CLEARANCE for:

ALLEN STEVEN COHEN

OWNER
(207)882-9900

141 CUSHMAN POINT ROAD
WISCASSET, ME 04578

and is ONLY valid under the following Federal explosive license/permit:

6-ME-015-53-1G-00165

BIG ALS OUTLET INC
BIG ALS FIREWORKS OUTLET
298 BATH RD. ROUTE 1
WISCASSET, ME 04578

Dear ALLEN COHEN:

You have been approved as a responsible person under the above-listed Federal explosive license or permit. You may lawfully direct the management or policies of the business or operations as they pertain to explosives. You may also lawfully transport, ship, receive or possess explosive materials incident to your duties as a responsible person. **This clearance is only valid under the license or permit referenced above.**

Sincerely,

Christopher R. Reeves

Christopher R. Reeves
Chief, Federal Explosives Licensing Center (FELC)

FELC Customer Service. If you believe that information on your "Letter of Clearance" is incorrect, please return a COPY of the letter to the Chief, Federal Explosives Licensing Center (FELC), with a statement showing the nature of the error. The Chief, FELC, shall correct the error, and return an amended letter to you.

Mail: ATF
Chief, FELC
Attn.: LOC Correction
244 Needy Road
Martinsburg, West Virginia 25405

Fax: 1-304-616-4401
Chief, FELC
Attn.: LOC Correction

Call toll-free: 1-877-283-3352

ALLEN STEVEN COHEN

Responsible Person Letter of Clearance for:



U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives
Federal Explosives Licensing Center
244 Needy Road
Martinsburg, West Virginia 25405

901090: CRR/FLS
5400
File Number: 6ME00165

06/25/2018

SUBJECT: RESPONSIBLE PERSON LETTER OF CLEARANCE for:

RAYMOND LAWRENCE WALSH

MANAGER
(207)522-5856

173 NIXON HILL ROAD
WOOLWICH, ME 04579

and is ONLY valid under the following Federal explosives license/permit:

6-ME-015-53-IG-00165

BIG ALS OUTLET INC
BIG ALS FIREWORKS OUTLET
298 BATH RD ROUTE 1
WISCONSSETT, ME 04578

Dear RAYMOND WALSH:

You have been approved as a responsible person under the above-listed Federal explosive license or permit. You may lawfully direct the management or policies of the business or operations as they pertain to explosives. You may also lawfully transport, ship, receive or possess explosive materials incident to your duties as a responsible person. **This clearance is only valid under the license or permit referenced above.**

Sincerely,

Christopher R. Reeves
Chief, Federal Explosives Licensing Center (FELC)

FELC Customer Service. If you believe that information on your "Letter of Clearance" is incorrect, please return a COPY of the letter to the Chief, Federal Explosives Licensing Center (FELC), with a statement showing the nature of the error. The Chief, FELC, shall correct the error, and return an amended letter to you.

Mail: ATF
Chief, FELC
Attn.: LOC Correction
244 Needy Road
Martinsburg, West Virginia 25405

Fax: 1-304-616-4401
Chief, FELC
Attn.: LOC Correction

Call toll-free: 1-877-283-3352

WWW.ATF.GOV

RAYMOND LAWRENCE WALSH

Responsible Person Letter of Clearance for:

Town of Wiscasset

General Sewer Abatement Request

9c

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

P.O. BOX 45

Subpart A - Account & Property Information

21 MIDDLE ST ← Service Street Address
2 # of Bedrooms
195 Account #
DAVIS Last Name or Business Name
DANIEL & CYNTHIA First Name
207-687-2099 Contact Phone
dedavis1950@gmail.com Contact email
10-20-2020 Date of contested Bill \$270.40 Amount owed on contested bill

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.

- All past due amounts owed have been paid and this account is in good standing.
- A payment is enclosed to bring the account into good standing.

Amount enclosed: \$ _____

Subpart B - Reason For Abatement Request

Please check one. For second meter/outdoor water use abatements please use the Seasonal Outdoor Water Use abatement form.

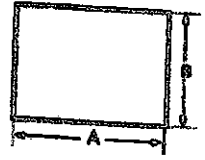
	Enter date of	Dates
<input type="checkbox"/> 1. Pool Abatement For abatements of one-time pool fill-ups. This adjustment is for permanently installed in-ground or above ground pools only. This does not apply to temporary pools or seasonal refilling or topping off. Please attach a photo of the pool and provide pool dimensions in Subpart C. Attach copies of receipts for new pool, pool liner replacement, or leak service.	pool fill box B1	B1
<input type="checkbox"/> 2. Leak and Meter Abatement 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.	leak or meter in box B2	B2
<input checked="" type="checkbox"/> 3. Miscellaneous One-Time Abatement 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.	abatement in box B3	B3

8/1/2020
TO
10/28/2020

Subpart C - Pool Abatement Calculation

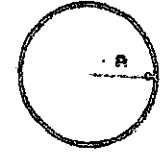
This section to be completed only by customers requesting an abatement for the fill up of a new pool, or the refilling of an existing pool due to liner replacement or leak repair.

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 / Rectangle 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
Depth Deep End (if applicable) _____ Feet
Average Depth: _____ Feet

Square or Rectangular Pool Volume _____ CF
Average Depth x Length x Width

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.

Normal usage without watering garden has been 700-900 cu FT, resulting in a minimum payment of \$93.60. Heavy garden watering, as a result of the drought, drove this bill to 2600 cu FT, or \$270.40.

I request an abatement of \$176.80 (\$270.40 - \$93.60).

NOTE: I believe Mr. Davis should receive an abatement of \$16.20 (\$270.40 - \$109.20 = \$16.20) - Robert T. Zelli

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

Sign Here Signature: _____
Printed name: Donald E. Davis
Do not write below this line

Date: 11-5-2020

Wastewater Treat Superintendent recommendation
Meets the criteria for abatement Does not meet the criteria for abatement _____
Robert T. Zelli _____
Wastewater Treatment Plant Supervisor Signature
Date: 11/29/2020

Application approved by: _____ Approval
On date: _____

Meter Detail

Account: 195
Tenant: DAVIS, DONALD E
Owner: DAVIS, DONALD E
Location: 21 MIDDLE STREET

Map Lot: U01-78
RE Account: 0

*21 Middle St.
P.O. Box 45 ME
Wiscasset, 04578*

Book / Seq: 3/340 Serial Number:
Meter Size: 1 Remote Number:
Meter Digits: 5 Avg Consumption:
Frequency: 1 Combined:
Service: B Multiplier:
Rate Code: W - 1 S - 1 Replacement:

*Model of these 4's
65658909
65658909
Avg = 10.54
No
No*

Taxable Percentage: 0%
Billable Percentage: 100%

Water: Type 1 RT Amt 0.00
Sewer: Type 1 RT Amt 0.00
Adjust: 0 0.00
Adjust Description:

Date	Status	Reading	Actual Cons	Billed Cons	Regular	Misc	Tax	Adjust	Amount
07/29/2020	B W	307	18	18	164.46	0.00	0.00	0.00	270.40
04/28/2020	B W	289	7	7	187.20	0.00	0.00	0.00	233.74
01/29/2020	B W	282	8	8	86.52	0.00	0.00	0.00	164.46
10/30/2019	B W	274	9	9	93.60	0.00	0.00	0.00	187.20
07/29/2019	B W	265	8	8	86.52	0.00	0.00	0.00	86.52
04/26/2019	B W	257	9	9	86.52	0.00	0.00	0.00	86.52
01/30/2019	B W	248	8	8	72.00	0.00	0.00	0.00	72.00
10/29/2018	B W	240	11	11	72.00	0.00	0.00	0.00	72.00
07/26/2018	B W	229	12	12	88.00	0.00	0.00	0.00	88.00
04/25/2018	B W	217	4	4	97.82	0.00	0.00	0.00	97.82
					96.00	0.00	0.00	0.00	96.00
					75.23	0.00	0.00	0.00	75.23
					72.00	0.00	0.00	0.00	72.00

[Handwritten scribble]

1 SELECTMEN REPORT

Department(s): 100 - 514
November

Account	Budget Net	Curr Mnth Net	YTD Net	Pending Activity	Unexpended Balance	Percent Spent
100 - ADMINISTRATI	193,625.00	12,147.07	83,811.01	0.00	109,813.99	43.29
101 - AIRPORT	91,616.00	3,612.19	27,434.96	0.00	64,181.04	29.95
102 - ANIMAL CONTR	14,927.00	2,292.79	7,677.69	0.00	7,249.31	51.43
103 - ASSESSING	7,026.00	2.00	4,450.91	0.00	2,575.09	63.35
104 - BRDS & COMM	4,460.00	306.80	757.57	0.00	3,702.43	16.99
105 - CELEBRATIONS	12,000.00	0.00	1,338.65	0.00	10,661.35	11.16
106 - CLERK	93,114.00	6,635.18	42,371.35	0.00	50,742.65	45.50
107 - CEO	36,823.00	2,647.90	13,762.07	0.00	23,060.93	37.37
108 - COMMUN ORG	62,865.00	0.00	34,240.00	0.00	28,625.00	54.47
109 - CONTINGENCY	30,000.00	0.00	0.00	0.00	30,000.00	0.00
110 - CONTRACTS	198,200.00	6,463.25	60,843.14	0.00	137,356.86	30.70
111 - COUNTY TAX	654,247.00	0.00	654,247.28	0.00	-0.28	100.00
112 - DEBT SERVICE	243,235.00	0.00	114,117.24	0.00	129,117.76	46.92
113 - ELECTIONS	21,535.00	2,604.45	13,207.00	0.00	8,328.00	61.33
114 - EMS	583,606.00	37,110.56	209,018.95	0.00	374,587.05	35.82
115 - FD FIRE DEPT	147,959.00	8,560.58	24,635.47	0.00	123,323.53	16.65
116 - FINANCE	253,932.00	13,141.94	73,128.89	0.00	180,803.11	28.80
117 - GA	21,526.00	4,876.17	11,793.46	0.00	9,732.54	54.79
118 - MUN BULIDING	70,426.00	4,906.45	21,434.96	0.00	48,991.04	30.44
119 - MUN INSURANC	212,094.00	0.00	98,299.22	0.00	113,794.78	46.35
120 - OVERLAY	50,000.00	4,758.38	6,305.22	0.00	43,694.78	12.61
121 - PARKS & REC	829,889.00	54,773.06	249,952.93	0.00	579,936.07	30.12
122 - PLANNING	0.00	0.00	98.40	0.00	-98.40	----
123 - POLICE	469,752.00	36,959.73	181,765.31	0.00	287,986.69	38.69
124 - PD SRO	46,305.00	3,312.30	20,313.90	0.00	25,991.10	43.87
125 - PUBLIC UT	275,514.00	26,548.60	103,893.34	0.00	171,620.66	37.71
126 - PUBLIC WORKS	628,972.00	48,246.60	219,586.49	0.00	409,385.51	34.91
127 - SELECTMEN	27,362.00	1,171.24	9,331.24	0.00	18,030.76	34.10
128 - SCHOOL TOWN	10,005,193.00	0.00	0.00	0.00	10,005,193.00	0.00
129 - SR CENTER	14,466.00	0.00	0.00	0.00	14,466.00	0.00
130 - SHELLFISH	6,000.00	322.95	2,513.00	0.00	3,487.00	41.88
131 - TIF	233,592.00	0.00	0.00	0.00	233,592.00	0.00
132 - TRANSFER ST	560,217.00	50,937.31	235,822.71	0.00	324,394.29	42.09
133 - WATERFRONT	54,767.00	4,263.14	17,959.37	0.00	36,807.63	32.79
200 - RETIREE HEAL	64,222.00	4,944.29	29,574.34	0.00	34,647.66	46.05
302 - CONSTRUCTION	1,199,170.00	0.00	1,199,170.00	0.00	0.00	100.00
313 - PIER DEBT	40,464.00	3,282.88	16,770.56	0.00	23,693.44	41.45
314 - BACKHOE DEBT	22,237.00	0.00	7,412.28	0.00	14,824.72	33.33
315 - RD/SIDEWALK	150,000.00	0.00	0.00	0.00	150,000.00	0.00
316 - NEW AMBULANC	200,000.00	0.00	0.00	0.00	200,000.00	0.00
317 - STRETCHER	27,000.00	0.00	0.00	0.00	27,000.00	0.00
318 - WCC ROOF	80,000.00	0.00	0.00	0.00	80,000.00	0.00
319 - CULVERT REPA	50,000.00	0.00	0.00	0.00	50,000.00	0.00
320 - WW STUDY	55,000.00	0.00	0.00	0.00	55,000.00	0.00
321 - WW FIRE DOOR	28,000.00	0.00	0.00	0.00	28,000.00	0.00

@41.67% of FY

OVER

1 SELECTMEN REPORT

Department(s): 100 - 514
November

Account	Budget Net	Curr Mnth Net	YTD Net	Pending Activity	Unexpended Balance	Percent Spent
322 - FIRE TRUCK CONT'D						
322 - FIRE TRUCK	25,000.00	0.00	30,000.00	0.00	-5,000.00	120.00
323 - WW GENERATOR	100,000.00	0.00	0.00	0.00	100,000.00	0.00
329 - PW TRUCK	175,000.00	608.36	157,383.20	0.00	17,616.80	89.93
333 - WCC CAPITAL	0.00	0.00	742.50	0.00	-742.50	----
337 - POLICE DEPT	31,000.00	0.00	0.00	0.00	31,000.00	0.00
338 - DOT UTILITY	33,175.00	0.00	33,175.00	0.00	0.00	100.00
400 - WASTEWATER	733,214.00	35,537.35	188,782.54	0.00	544,431.46	25.75
514 - CEM OPERATIO	129,007.00	3,550.07	35,700.58	0.00	93,306.42	27.67
Final Totals	19,297,734.00	384,523.59	4,242,822.73	0.00	15,054,911.27	21.99

HM Payson Monthly Statement of Wiscasset Accounts

Account Name	Market Value as of 09/30/2020	Market Value as of 10/31/2020	Market Value as of 11/30/2020	Change in Market Value
Montsweag Dam Reserve Fund	\$ 184,199.26	\$ 180,366.27	\$ 197,117.96	\$ 16,751.69
Cemetery Trust Fund	\$ 2,202,222.43	\$ 2,053,581.50	\$ 2,244,309.84	\$ 190,728.34
General John French Scholarship	\$ 69,429.44	\$ 67,984.69	\$ 74,298.83	\$ 6,314.14
Jackson Cemetery Fund	\$ 34,207.66	\$ 33,495.84	\$ 36,606.79	\$ 3,110.95
Larabee Band Fund	\$ 827,884.45	\$ 810,657.07	\$ 885,947.62	\$ 75,290.55
Haggett Scholarship Fund	\$ 15,677.19	\$ 15,350.96	\$ 16,776.70	\$ 1,425.74
Mary Bailey Fund	\$ 504,224.60	\$ 493,732.23	\$ 539,588.08	\$ 45,855.85
Seth Wingren Fund	\$ 31,684.03	\$ 31,024.72	\$ 33,906.17	\$ 2,881.45
Wiscasset Community Center Endowment Fund	\$ 3,589.63	\$ 3,514.93	\$ 3,841.39	\$ 326.46
Cooper-DIPerri Scholarship Fund	\$ 35,713.49	\$ 34,970.33	\$ 38,218.23	\$ 3,247.90
Recreation Scholarship	\$ 927.58	\$ 908.28	\$ 992.64	\$ 84.36
Town of Wiscasset Edowment Fund Total	\$ 3,909,759.76	\$ 3,725,586.82	\$ 4,071,604.25	\$ 346,017.43
				\$ -
Town of Wiscasset Capital Reserve	\$ 446,993.40	\$ 437,081.46	\$ 478,550.93	\$ 41,469.47
Town of Wiscasset Construction Reserve	\$ 3,202,711.44	\$ 1,959,113.52	\$ 2,144,990.54	\$ 185,877.02
Town of Wiscasset Equipment Reserve	\$ 4,959,579.75	\$ 4,849,602.59	\$ 5,309,723.79	\$ 460,121.20
Town of Wiscasset Furnace Replacement Reserve	\$ 412,132.06	\$ 402,993.16	\$ 441,228.40	\$ 38,235.24
Town of Wiscasset Major Repairs Reserve	\$ 555,174.86	\$ 542,864.03	\$ 594,369.95	\$ 51,505.92
Town of Wiscasset Recreation Building Reserve	\$ 2,171,627.46	\$ 2,123,472.29	\$ 2,324,943.36	\$ 201,471.07
Town of Wiscasset Retirement Health Insurance Reserve	\$ 280,495.43	\$ 211,477.63	\$ 231,542.24	\$ 20,064.61
Town of Wiscasset Roof Repair Reserve	\$ 378,455.76	\$ 370,063.62	\$ 405,174.56	\$ 35,110.94
Town of Wiscasset Sale of Cemetery Lots Reserve	\$ 113,597.91	\$ 111,078.91	\$ 121,617.87	\$ 10,538.96
Town of Wiscasset Highway Department Capital Reserve	\$ 2,664.15	\$ 2,605.07	\$ 2,852.23	\$ 247.16
Town of Wiscasset Fire Department Vehicle Capital Reserve	\$ 3,552.22	\$ 3,473.45	\$ 3,803.00	\$ 329.55
Town of Wiscasset Reserve Funds Total	\$ 12,526,984.44	\$ 11,013,825.73	\$ 12,058,796.87	\$ 1,044,971.14

PARTNERING TO END HUNGER



Good Shepherd

FOOD BANK OF MAINE

9e

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

Thank you for your gift!

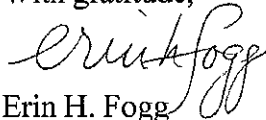
GIFT RECEIPT

Gift Processed Date: 10/23/2020
Gift Amount: \$2,000
Designation: \$1,000 to The Help Yourself Food Pantry
\$1,000 to The Wicasset Nazarene Outreach Food Pantry

Your gift has been received and processed by Good Shepherd Food Bank as noted above. Should you have any questions about your gift, please contact Kristie Greenough at 207-782-3554, ext. 1519.

On behalf of everyone at Good Shepherd Food Bank of Maine, and the more than 200,000 Mainers facing hunger, I thank you for your gift. We are grateful to you for joining us in our commitment to ensure that all the people of Maine have the healthy food they need to thrive every day.

With gratitude,



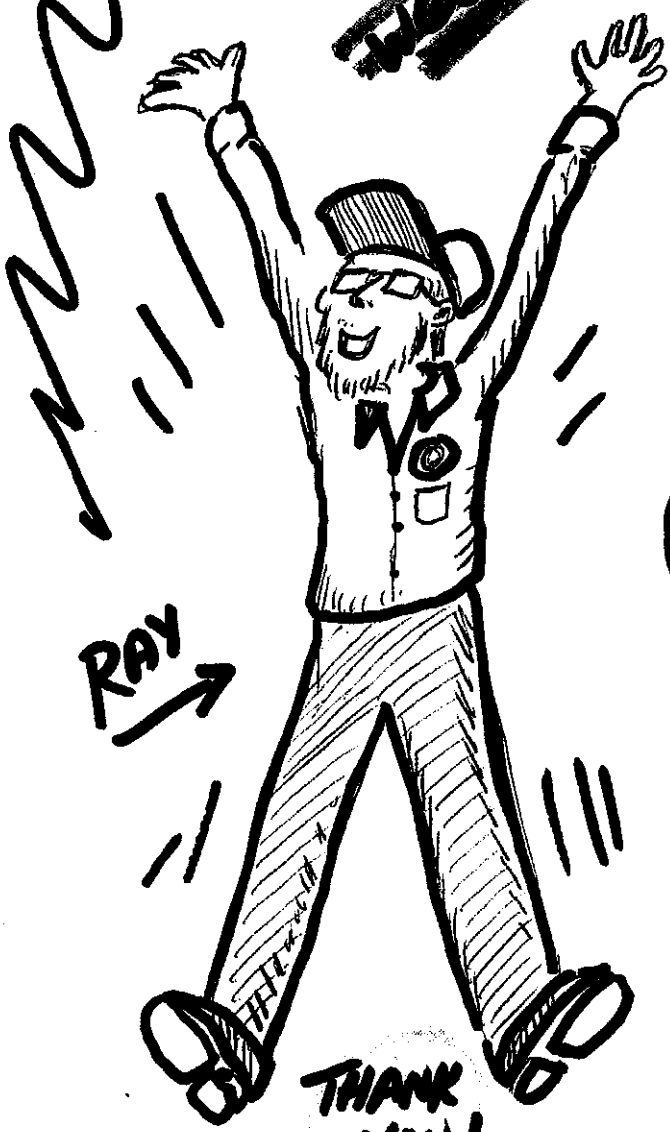
Erin H. Fogg
Vice President of Development

Make a secure online donation at: feedingmaine.org

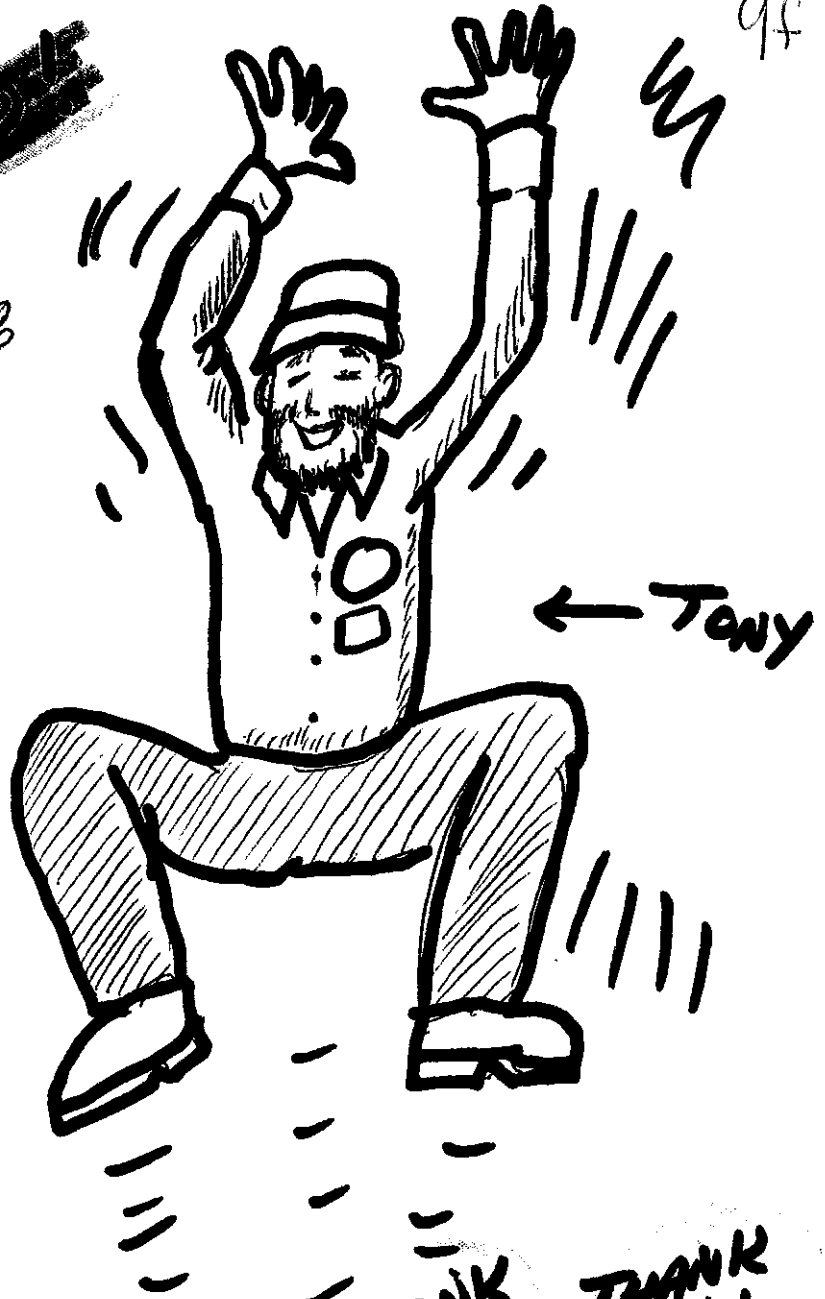


SEWER DEPT. :

~~WOO WOOW~~



RAY



← Tony

THANK YOU!

THANK YOU!

THANK YOU!

WOO WOOW
YEAH!

THANK YOU!

THANK YOU!

THANK YOU!

SETTLEMENT AGREEMENT AND MUTUAL RELEASES

This Settlement Agreement and Mutual Releases (the "Agreement") is entered into by and between the Town of Wiscasset (the "Town") and Falvey, LLC ("Falvey"). The Town and Falvey together shall be referred to herein as the "Parties," and each is a "Party" to this Agreement.

WHEREAS, the Town and Falvey entered into a certain Lease Agreement dated of or near September 20, 2005 (the "Lease");

WHEREAS, pursuant to the Lease, the Town leased to Falvey certain portions of land at or near the Town's municipal airport (the "Premises") for the purpose of developing three partitioned hangar buildings that could further subdivided to condominium unit holders for the storage of aircraft and for aircraft-related uses (the "Development");

WHEREAS, under the Lease, Falvey was required to make annual lease payments ("Payments") to the Town and proceed with the Development on the timetable set forth in the Lease;

WHEREAS, a dispute between the Town and Falvey has arisen regarding: the Parties' respective rights and obligations under the Lease, including, but limited to, the timing for the Development; Payments; use of the Premises; the movement, removal, or disturbance of aggregate or other materials at the Premises; and the use of areas by the Town or third parties at or near the Premises during the term of the Lease; purported termination of the Lease on or about February 19, 2020; and all site work, labor, services, site improvements, and construction undertaken pursuant the Lease or otherwise (collectively, the "Disputes");

WHEREAS, the Parties desire to resolve their differences regarding the Lease and the Disputes on the terms set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are incorporated herein and made a substantive part of this Agreement.

2. **Payment to Falvey, LLC.** In exchange for release and compromise of the Lease and Disputes between the parties and other terms set forth herein, the Town shall pay Falvey, LLC the sum of Thirty Thousand Dollars (\$30,000.00) no later than December 31, 2020 (the "Settlement Payment"). The Settlement Payment may be delivered to counsel for Falvey, LLC.

3. **Release of the Town Releasees by Falvey Releasors.** In consideration of the promises made herein, and effective upon delivery of the payment set forth in paragraph 2 of this Agreement, Falvey on its own behalf and on behalf of any person or entity that could assert claims through it, including Donald Falvey, (the "Falvey Releasors"), hereby remise, release, and forever discharge the Town, its agents, officers, representatives, employees, affiliates, insurers, and attorneys (the "Town Releasees") of and from any and all Disputes (described

above), claims, demands, controversies, liabilities, damages, debts, obligations, costs, expenses, attorneys' fees, actions and causes of action, of any kind and nature, known or unknown, suspected or unsuspected, at law or in equity, that Falvey has, had, or may have against the Town Releasees, from the beginning of time until the date of this Agreement that arise out of or relate to the Lease, the Disputes, the Payments, the Premises, except that this release the rights and obligations arising under this Agreement, including the Settlement Payment obligation referenced in paragraph 2.

4. **Release of the Falvey Releasees by Town Releasors.** In consideration of the promises made herein, and effective upon delivery of the payment set forth in paragraph 2 of this Agreement, the Town, on its own behalf and on behalf of any person or entity that could assert claims through it (the "Town Releasors"), hereby remise, release, and forever discharge Falvey, its agents, officers, representatives, employees, affiliates, insurers, and attorneys, managers, members, and assigns (the "Falvey Releasees") of and from any and all Disputes (described above), claims, demands, controversies, liabilities, damages, debts, obligations, costs, expenses, attorneys' fees, actions and causes of action, of any kind and nature, known or unknown, suspected or unsuspected, at law or in equity, that the Town has, had, or may have against the Falvey Releasees, from the beginning of time until the date of this Agreement that arise out of or relate to the Lease, the Disputes, the Payments, the Premises, except that this release the rights and obligations arising under this Agreement and shall not release any obligations owed by Falvey, LLC to the Town that are independent of the Lease, Disputes, the Payments, and the Premises. For the avoidance of doubt, such generally applicable obligations owed by Falvey to the Town include, for instance, the obligation to pay generally applicable municipal taxes and fees in the same manner as all other residents or constituents of the Town.

5. **Approval Required by the Town's Board of Selectmen.** The Parties acknowledge and agree that this Agreement must be approved by the Town's Board of Selectmen, which is a condition precedent for the obligations and rights that arise under this Agreement. By way of background, the next meeting of the Town's Board of Selectmen is scheduled for December 15, 2020, at which time the Agreement shall be submitted for discussion before the Town's Board of Selectmen.

6. **Effective Date.** This Agreement shall be effective and binding on the Parties as of the execution and delivery of the Agreement by the Parties.

7. **Binding Effect.** This Agreement is binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legatees, representatives, successors, transferees, and assigns.

8. **Miscellaneous Provisions.** It is understood and agreed that: i) the Parties warrant that they have had the benefit of receiving the advice of independent legal counsel of their choosing before executing this Agreement and that they do so voluntarily and with full understanding and acceptance of its terms; and iii) the undersigned Parties further warrant that they are legally competent and have the power and authority to enter into and perform the obligations arising under this Agreement.

9. **Financial and Tax Implications.** The Parties acknowledge that they are not relying upon any representations from the other regarding any tax consequences that may flow from any actions taken by them in fulfillment of the obligations under this Agreement (with releases). To the extent that any Party incurs any tax consequences or other financial consequences, that Party shall bear sole responsibility for addressing them.

10. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Maine.

11. **Entire Agreement.** This Agreement reflects the full extent of all agreements, covenants, representations, and warranties, express or implied, oral, or written, of the parties hereto concerning the subject matter hereof are contained herein. No other agreements, covenants, representations, or warranties, express or implied, oral, or written, have been made by any Party hereto to any other Party concerning the subject matter hereof. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants, and warranties concerning the subject matter hereof are merged in this Agreement.

12. **Counterparts.** This Agreement shall be effective and deemed delivered upon the exchange of a scan, pdf, facsimile, or similar electronic reproduction of a signed version of this Agreement. A copy, pdf scan, facsimile or electronic version of this Agreement shall be valid, binding and shall have the same effect as an original. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.

The undersigned hereby declare that they have read and fully understand all of the terms of this Agreement and voluntarily accepts them for the purpose of making a full and final compromise and settlement of any and the claims, disputed or otherwise, referenced above and for the express purpose of precluding forever any further or additional claims, except as specifically provided herein.

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Agreement, affirming that this Agreement is their free act and deed, as evidenced by their signatures below.

Dated:

FALVEY, LLC

By:

By: Donald J. Falvey, Owner and Manager

Its: Member and Manager

Dated:

THE TOWN OF WISCASSET

By:

Its:

Earned Paid Leave Policy

Effective January 1st, 2021, all part-time, per-diem and temporary employees not otherwise covered by a collective bargaining agreement or an existing Earned Time Policy that meets or exceeds the state requirements, are entitled to Earned Paid Leave. Earned Paid Leave is up to 40 hours of paid time off available for the employee to use for any reason.

Part-time, per-diem and temporary employees not covered by a collective bargaining or other agreement will earn one (1) hour of earned time for every forty hours worked, up to a maximum of 40 hours per year. Accrual begins on the first day of employment, however, employees must work, or have already worked, a minimum of 120 days before using any Earned Paid Leave. Earned Paid Leave may only be used for previously scheduled shifts and requires a minimum of four weeks' notice unless it is used for sudden illness, emergency, or other sudden necessity. Earned Paid Leave will be paid at the employees regular rate of pay as determined by the week immediately prior to taking Earned Paid Leave. Earned Paid Leave may be taken in one (1) hour increments. Employees may carry over up to 40 hours of unused time, but may only use 40 hours in any one year. Unless the employee is covered by an existing collective bargaining or other agreement stating otherwise, employees will not be paid for unused Earned Time upon separation of employment.

Approved Wiscasset Board of Selectmen Dec 15th, 2020



Town of Wiscasset

Office of the Town Manager

December 15, 2020

To: Wiscasset Board of Selectmen

Ref: Town Manager's Report

Personnel matters: Steve Christiansen is retiring from the Public Works Department effective Dec 18th. Thank you Steve for your service to the town and enjoy your well-deserved retirement. Aurel Marks has joined the EMS Department as our full-time Deputy Director. Aurel is a licensed paramedic and previously worked as a supervisor for Waldoboro EMS. Scott Getchell has been hired as a full-time officer for the Wiscasset Police Department. Scott was a reserve officer for the department and worked full-time for the Two Bridges Regional Jail. Welcome aboard and best of luck. The Finance Clerk and Treasurers positions were advertised. We did not receive any applications for the Treasurer and two for the Finance Clerk. One applicant withdrew. The other was interviewed, offered the position and turned it down. Molly Bonang has since applied for a lateral transfer and has been given the position. She will continue to do the duties of the Tax Collector until someone is hired. We will be advertising for a Tax Collector and trying again for a Treasurer.

As of January 1st, the town will be required to provide up to 40 hours per year of paid leave to all of its employees including part-time, temporary and per-diem employees (see attached policy). Our current leave benefits for regular part-time and full-time employees already exceed the state requirements but required slight wording change to be in compliance.

I met with Bob McDonald and reviewed the bids for the Parks & Rec center engineering study. After careful review it was decided to award the bid to Wright-Pierce. They were the less expensive of the two bids received and they are already familiar with the facility.

Ted Snowden and I met via Zoom with project engineers and managers from Wright-Pierce for a kick-off meeting on the Old Ferry Road culvert repair. This meeting set the expectations on moving forward with the project and timelines for various tasks to be completed. We are hoping for a mid 2021 start date with completion late 2021 or early 2022.

Staff meeting with department heads. We discussed the need to improve worker safety within the town's workforce, as our worker's comp rating is unacceptably high. We will be working with Maine Municipal on instituting safety programs. We also discussed the upcoming budget process and schedule.

I attended the MMA Elected Officials workshop and also attended the long delayed Mid-coast Municipal Association meeting.

Rob Lalli and I have reviewed the bids received for the pump station generators. We were not able to find enough savings in the bids to bring them in under the amount approved. We are reworking the specs for this project and will send it out for rebidding.