

La

WISCASSET SELECT BOARD,
TAX ASSESSORS AND OVERSEERS OF THE POOR
MARCH 16, 2021 VIA ZOOM

Preliminary Minutes

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

Pam Dunning called the meeting to order at 6:02 p.m.

1. Approval of Treasurer's Warrants

a. **Kathy Martin-Savage moved to approve the payroll warrants of March 5 and March 12, 2021. Vote 5-0-0.**

b. **Kathy Martin-Savage moved to approve the accounts payable warrants of March 9 and March 16, 2021. Vote 5-0-0.**

2. Approval of Minutes

a. **March 2, 2021: Kathy Martin-Savage moved to approve the minutes as amended. Vote 5-0-0.**

b. **March 9, 2021: Kathy Martin Savage moved to approve the minutes as amended. Vote 5-0-0.**

3. Special Presentations or Awards – none

4. Committee Appointments

- a. Sharon Jacques, Budget Committee
- b. Donald Oyster, Ordinance Review Committee

Kathy Martin Savage moved to appoint Sharon Jacques to the Budget Committee and Donald Oyster to the Ordinance Review Committee. Vote 5-0-0.

5. Public Hearings – none

6. Public Comment on Non-agenda Items

Ed Polewarczyk asked where he could obtain a copy of the draft solar ordinance which is the subject of a public hearing on March 22. He was advised that the Clerk's office had a copy and that one would be emailed to him.

7. Department Head or Committee Chair

a. Susan Robson, Waterfront Committee, Pier Vendor Permit Applications: Susan Robson reported that five pier vendor applications had been received. **Sarah Whitfield moved to approve the pier vendor applications of Frank Sprague, Sprague's Lobster; Wiscasset Chamber of Commerce; Todd**

and Elke Jubinville, The Potters Shed; Sal Matori, Maine Bay Bowls, LLC; and Ronald Leeman, Forgotten Recipes. **Vote 5-0-0.** Duane Goud asked about the possibility of reducing Frank Sprague's deposit because the money is just sitting there for the entire summer, and Pam Dunning said she will look into it.

b. Department Head Monthly Reports: Kim Andersson congratulated the Parks & Recreation on the receipt of a \$15,000 contribution. Kathy Martin-Savage said she appreciated all the reports.

8. Unfinished Business

a. High School Ad Hoc study committee question for town warrant: Kathy Martin-Savage moved to place the following question on the June Town Meeting Warrant: "Shall the Town authorize the Selectmen to form an ad hoc committee to study the financial impact of the Wiscasset School Department discontinuing to offer grades 9-12 and offer those students tuition at a local school of their choice."

Sarah Whitfield opposed the motion on the basis that the wording was negative, and the language of the question should look at the future, not about closing school, but about the future of the school, both expansion and status quo. It should offer alternatives. Kathy Martin-Savage disagreed saying that it was not only about closing but also about looking at the financial impact of tuitioning grades 9 to 12 students to the school of their choice. Kim Andersson said the intent of the motion was not reflected in the wording and agreed with Sarah Whitfield in the change of wording. She said the present wording is misleading and negative and that the board didn't know all the options that the town had.

Whitfield offered the following: "Shall the Town authorize the Selectmen to form an ad hoc committee to study the future of the Wiscasset School Department including all options for expansion, consolidation, or continuing the status quo."

With regard to the current wording of the warrant question, Jeff Slack said he had asked that wording not be broadened because if the motion were too vague and the committee were not directed, it would be hard to get anything done. Sarah Whitfield said that was not the spirit of the discussion.

Pam Dunning said options are to vote or not vote on the motion or change it to a larger scope of inquiry by the committee. She said all options should be examined, such as what the town would save by closing the school, what it would gain with expansion. Kathy Martin-Savage said the motion was step one in the process of gathering information. Kim Andersson said although the board may understand the intent of the motion, the townspeople would read it as voting to close the high school. She added that broad language should be used because the board didn't know all the options. Sarah Whitfield said the motion wording was too broad and it would be a waste of time to look at only one issue – the board should be looking at the future. After further discussion, the vote on the warrant article failed: **Vote: 2-3-0** (Andersson, Dunning and Whitfield opposed).

Sarah Whitfield moved to place the following question on the town warrant: "Shall the Town authorize the Selectmen to form an ad hoc committee to study the future of the Wiscasset School Department including all options for expansion, consolidation, or continuing the status quo." Vote 4-1-0 (Martin-Savage opposed).

9. New Business

- a. New Business Licenses: **Kathy Martin-Savage moved to approve the business licenses for Francois Byasson McCoy, DBA Marston House, LLC, 101 Main Street; and Jean Beattie Flynn, DBA Sheepscot Bay Physical Therapy, 35 Water Street. Vote 5-0-0.**
- b. Request from First Congregational Church-Sunrise Easter Service at Town Pier. **Kathy Martin-Savage moved to approve the request from the First Congregational Church for the Easter sunrise service. Vote 4-0-1 (Whitfield abstained)**
- c. Maine Department of Transportation Utility Receivable Agreement. **Kathy Martin-Savage moved to authorize the Town Manager to execute the Maine Department of Transportation Utility Receivable Agreement for Federal Aid Project Numbers: NHPP-2250(900), NHPP-1889(200), and NHPP-2250(800) and State WINs: 22509.00 & 18892.00 and 18892.00 and 22508.00. Vote 5-0-0.** Simmons said the agreement covered finishing of the manholes and payment will not be due until 2022.
- d. EMS uncollectible debt - \$69,674.88: **Kathy Martin-Savage moved to write off the uncollectible debt totaling \$69,674.88 and send the accounts to the collection agency. Vote 5-0-0.** This will affect this year's budget although the write-offs are for 2019 and 2020.
- e. Proposal for Ancient Cemetery Improvements – Peter Wells: At Dunning's request, Dennis Simmons reported that under the town policy the Perpetual Care Fund can be used only for maintenance; under State law Title 1308, perpetual care funds can be used only for maintenance, although maintenance is not defined. Section 1305 says that if the town maintains two funds, the Town's fund of \$130,000 from lot sales could be used for improvements. Replacing a fence could be considered maintenance; however, an arch, entryway, benches, etc. would not be considered maintenance.

Peter Wells, landscape architect, who lives across from the cemetery and is witness its use, presented options for a new entryway and fencing. He showed drawings of four options using a combination of designs for entryways and steps and options for arches and fences. He advocated replacing the fencing which would define the area, give protection, deter vandalism and avoid cut throughs and unauthorized uses. Cheapest fence would be granite bollard and chain, most expensive stone wall.

In response to questions, Dennis Simmons said there is \$35,000 in the budget for a vinyl fence, although the cost may have increased, and if the amount were increased to \$40,000 and not used, the money goes back into the fund with no cost to the taxpayers. He recommended approving the highest amount for the fence and voting on it. Taking the fence down would be done by Public Works. Estimates for a vinyl fence is \$35,000, composite \$65,000 to \$70,000, metal \$50,000 to \$60,000.

After discussion it was decided to add \$40,000 for the fence to the \$138,882 in the budget. It was suggested that the fence not be torn down until a new fence is decided upon. Susan Blagden who opposes a vinyl fence said that there may be people in town who would contribute to the cemetery improvements. It was suggested that the Cemetery Committee be resurrected and involved in the

plans for the cemetery. Terry Heller said the Appearance of the Town Committee would be willing to assist.

f. Monthly Financials

- H.M. Payson State of Accounts
- Year-to-date expense reports

g. Budget Discussion

- **Kathy Martin-Savage moved to appropriate \$173,882 for the Department of Cemeteries. Vote 5-0-0.**
- **Public Utilities:** In response to a question posed at the budget meeting regarding private hydrants, Simmons said that the six private hydrants were installed on Point East property and when the Town foreclosed, the Town took over the hydrants. **Kathy Martin-Savage moved to appropriate \$317,930 for public utilities. Vote 5-0-0.**
- **Revenues: Kim Andersson moved to approve \$2,803,949 for Revenues. Vote 4-1-0 (Slack opposed).**

10. Town Manager's Report

Dennis Simmons reported that nomination papers are available for the Board of Selectmen, School Committee Budget Committee and Water District Board of Trustees.

Simmons attended Federal Discussion meetings via zoom with all four members of Maine's Congressional delegation. Presentation on pressing issues in Maine – COVID, funding for infrastructure and need for improved broadband were given.

Reminders of the next property tax due date on April 23 were sent out.

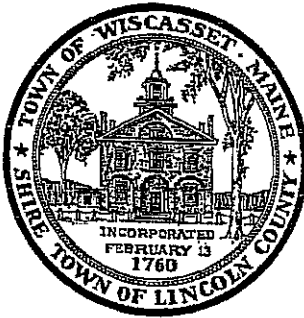
Simmons attended a meeting of Friends of Wiscasset Village; discussion centered on the Ancient Cemetery.

Chief Hesseltine and Simmons attended a Zoom meeting with the Lincoln County Sheriff's Office on the county animal control program.

Simmons said that the sand/salt shed is off-limits to the public; however, a pile of sand is located outside just to the right of the entrance to the parking lot. Limit is two 5-gallon pails. There has been a problem with freezing, and Simmons and Ted Snowden will be working on a better solution.

12. Adjournment

Kathy Martin-Savage moved to adjourn the meeting at 7:48 p.m. Vote 5-0-0.



Office of the Town Clerk

51 Bath Road
Wiscasset, ME 04578

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

BUSINESS LICENSE APPLICATION

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

Name/Title of Business: BAY BOWLS (MAINE BAY BOWLS LLC)
New Business Existing Business years in operation Ownership/Location Change

Location of business: WISCASSET TOWN PIER Map/Lot
Preferred mailing address: 27 BURNHAM COVE RD BATH ME 04537
Business phone number: 207-450-4777 (cell 973-775-3277)
Description of Business: _____

Owner's name: SAL NIATARI Owner's phone: 973 775-3277
Owner's home address: 27 BURNHAM COVE RD BATH ME 04537

*Emergency contact person: SERAFIA NIATARI
*Emergency phone numbers: home: _____ cell: 973-610-1123
*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? NO
Will you need a sign permit? YES
Will this business be a home occupation? NO
This business will be a: Corporation or LLC Partnership _____ Sole proprietor _____
Would you like a link to your business placed on the Town of Wiscasset Website? Yes No
Provide e-mail and/or web address: BAYBOWLSME.COM

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

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

Date: 3/14/21 Signature: _____

TOWN CLERK

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

BUSINESS LICENSE APPLICATION-NEW

Business Requesting License: BAY BOWES

Code Enforcement Officer:

Comments: NO CONCERNS

Signed: [Signature] Dated: 3-22-21

Wiscasset Police:

Comments: NO CONCERNS

Signed: [Signature] Dated: 3-16-21

Planning Department:

Comments: _____

Signed: _____ Dated: _____

Fire Department:

Comments: OK

Signed: [Signature] Dated: 3/17/21

EMS Department:

Comments: no concerns

Signed: [Signature] Dated: 3-22-21

Waste Water:

Comments: OK

Signed: Robert T. Zello Dated: 3/15/2021

License Approved: _____ Dated: _____

AARON M. FREY
ATTORNEY GENERAL



STATE OF MAINE
OFFICE OF THE ATTORNEY GENERAL
6 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0006

March 4, 2021

TEL: (207) 626-8800
TTY USERS CALL MAINE RELAY 711

4D
REGIONAL OFFICES
84 HARLOW ST. 2ND FLOOR
BANGOR, MAINE 04401
TEL: (207) 941-3070
FAX: (207) 941-3075

125 PRESUMPCOT ST., SUITE 26
PORTLAND, MAINE 04103
TEL: (207) 822-0260
FAX: (207) 822-0259

14 ACCESS HIGHWAY, STE. 1
CARIBOU, MAINE 04736
TEL: (207) 496-3792
FAX: (207) 496-3291

Wiscasset Police Department
Chief Larry Hesseltime
51 Bath road
Wiscasset, ME 04578

RE: State of Maine vs. Loretta Perkins
Lincoln County Unified Criminal Court Doc. No.#'s CR-19-209
Criminal Forfeiture
Required Vote of Municipal Officers/Approval of Transfer of Forfeiture Assets

Dear Chief Hesseltime:

Enclosed please find a draft Approval form for submission to the municipal officers.

Please inform the municipal officers that:

- A. 15 M.R.S.A. §5824(3) requires that, before any forfeitable item may be transferred to a State Agency, County or Municipality, the municipal legislative body must publicly vote to accept the item(s) **if subsequently ordered forfeited by the Court;**
- B. Under Rules issued by the Department of the Attorney General, a public vote must be made on each forfeiture "approval" and a "continuing resolution" of approval cannot be accepted;
- C. As with all forfeitures, an approval of a transfer by the municipal legislative body does not guarantee either that the Defendant(s) *In Rem* will in fact be forfeited or, if forfeited, that the Court will order the item(s) transferred to the approving Department, Agency, County or Municipality. The municipal legislative body's approval only signifies that, if the Defendant(s) *In Rem* are in fact ordered forfeited and, if the Attorney General and the Court agree to a transfer of all or part of the Defendant(s) *In Rem* to a Department, Agency, County or Municipality based upon the "substantial contribution" of that Department, Agency, County or Municipality, then that entity is in fact, willing to accept the Defendant(s) *In Rem* or portions thereof. In order to streamline what is otherwise a cumbersome forfeiture process, it is our practice to seek State, county or municipal approval in anticipation of the final order of forfeiture. However, final

forfeiture is not guaranteed and both the municipal legislative body and the law enforcement agency involved are **cautioned** that they **should not encumber** funds or property until a Final Order granting them lawful title to the property is delivered to them;

D. Under the provisions of the Forfeiture Statute, if the municipal legislative body fails to approve a transfer in a timely manner, any forfeited items shall be transferred to the State of Maine General Fund.

Assuming your municipal legislative body does grant its approval, kindly see to it that the accompanying form is signed by the appropriate person and is "embossed" with the seal of the municipality. Then, please return the **original** to me for filing, and retain a copy for your records.

My sincere thanks for your attention to this matter. Should you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'John Risler', written over a horizontal line.

John Risler
Assistant Attorney General
CRIMINAL DIVISION

Enclosure

STATE OF MAINE
Lincoln, ss

UNIFIED CRIMINAL COURT
Docket No. CR-19-209

State of Maine	}	
	}	
v.	}	Municipality of Wiscasset
	}	Approval of Transfer
Loretta Perkins,	}	15 M.R.S.A. §5824(3) & §5822(4)(A)
Defendant;	}	
	}	
And	}	
	}	
\$1,086.00 U.S. Currency	}	
Defendant(s) In Rem	}	

NOW COMES the municipality of Wiscasset, Maine, by and through its municipal officers, and does hereby grant approval pursuant to 15 M.R.S.A. § 5824(3) & §5826(6) to the transfer of the above captioned Defendant(s) in Rem, or any portion thereof, on the grounds that the Wiscasset Police Department did make a substantial contribution to the investigation of this or a related criminal case.

WHEREFORE, the municipality of Wiscasset, Maine does hereby approve of the transfer of the Defendant(s) in Rem, or any portion thereof, pursuant to 15 M.R.S.A. § 5824(3) & §5826(6) by vote of the Wiscasset municipal legislative body on or about

Dated: _____

Municipal Officer
Wiscasset, Maine
(Impress municipal legislative body seal here)

AARON M. FREY
ATTORNEY GENERAL



STATE OF MAINE
OFFICE OF THE ATTORNEY GENERAL
6 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0006

March 4, 2021

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CARIBOU, MAINE 04736
TEL: (207) 496-3792
FAX: (207) 496-3291

Wiscasset Police Department
Chief Larry Hesseltine
51 Bath road
Wiscasset, ME 04578

RE: State of Maine vs. Loretta Perkins and Christopher Perkins
Lincoln County Unified Criminal Court Doc. No.#'s CR-19-220 and CR-19-221
Criminal Forfeiture
Required Vote of Municipal Officers/Approval of Transfer of Forfeiture Assets

Dear Chief Hesseltine:

Enclosed please find a draft Approval form for submission to the municipal officers.

Please inform the municipal officers that:

- A. 15 M.R.S.A. §5824(3) requires that, before any forfeitable item may be transferred to a State Agency, County or Municipality, the municipal legislative body must publicly vote to accept the item(s) **if subsequently ordered forfeited by the Court;**
- B. Under Rules issued by the Department of the Attorney General, a public vote must be made on each forfeiture "approval" and a "continuing resolution" of approval cannot be accepted;
- C. As with all forfeitures, an approval of a transfer by the municipal legislative body does not guarantee either that the Defendant(s) *In Rem* will in fact be forfeited or, if forfeited, that the Court will order the item(s) transferred to the approving Department, Agency, County or Municipality. The municipal legislative body's approval only signifies that, if the Defendant(s) *In Rem* are in fact ordered forfeited and, if the Attorney General and the Court agree to a transfer of all or part of the Defendant(s) *In Rem* to a Department, Agency, County or Municipality based upon the "*substantial contribution*" of that Department, Agency, County or Municipality, then that entity is in fact, willing to accept the Defendant(s) *In Rem* or portions thereof. In order to streamline what is otherwise a cumbersome forfeiture process, it is our practice to seek State, county or municipal approval in anticipation of the final order of forfeiture. However, final

forfeiture is not guaranteed and both the municipal legislative body and the law enforcement agency involved are **cautioned** that they **should not encumber** funds or property until a Final Order granting them lawful title to the property is delivered to them;

D. Under the provisions of the Forfeiture Statute, if the municipal legislative body fails to approve a transfer in a timely manner, any forfeited items shall be transferred to the State of Maine General Fund.

Assuming your municipal legislative body does grant its approval, kindly see to it that the accompanying form is signed by the appropriate person and is "embossed" with the seal of the municipality. Then, please return the **original** to me for filing, and retain a copy for your records.

My sincere thanks for your attention to this matter. Should you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "John Risler", written over a horizontal line.

John Risler
Assistant Attorney General
CRIMINAL DIVISION

Enclosure

STATE OF MAINE
Lincoln, ss

UNIFIED CRIMINAL COURT
Docket No. CR-19-220
Docket No. CR-19-221

State of Maine	}	
	}	
v.	}	Municipality of Wiscasset
	}	Approval of Transfer
Loretta Perkins	}	15 M.R.S.A. §5824(3) & §5822(4)(A)
Christopher Perkins	}	
Defendants;	}	
	}	
And	}	
	}	
\$6,705.00 U.S. Currency	}	
Defendant(s) In Rem	}	

NOW COMES the municipality of Wiscasset, Maine, by and through its municipal officers, and does hereby grant approval pursuant to 15 M.R.S.A. § 5824(3) & §5826(6) to the transfer of the above captioned Defendant(s) in Rem (\$5,028.75 U.S. Currency), or any portion thereof, on the grounds that the Wiscasset Police Department did make a substantial contribution to the investigation of this or a related criminal case.

WHEREFORE, the municipality of Wiscasset, Maine does hereby approve of the transfer of the Defendant(s) in Rem, or any portion thereof, pursuant to 15 M.R.S.A. § 5824(3) & §5826(6) by vote of the Wiscasset municipal legislative body on or about

_____.
Dated: _____

Municipal Officer
Wiscasset, Maine
(Impress municipal legislative body seal here)



9d

SERVICE CONTRACT

DATE: March 8, 2021

ADVANTAGE CONTRACT #:

DEPARTMENT AGREEMENT #: 2020R1-46 Wiscasset, Old Ferry Rd

CONTRACT AMOUNT: \$ 125000

START DATE: March 24, 2021 END DATE: March 24, 2023

This Contract, is between the following Department of the State of Maine and Provider:

State of Maine DEPARTMENT

DEPARTMENT: **Environmental Protection**

Address: **17 State House Station**

City: **Augusta** State: **ME** Zip Code: **04333-0017**

PROVIDER

PROVIDER: **Town of Wiscasset**

Address: **51 Bath Road**

City: **Wiscasset** State: **ME** Zip Code: **04578**

Provider's Vendor Customer #: **VC1000097276**

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

Department of Environmental Protection

Provider

Signature **MELANIE LOYZIM, COMMISSIONER**
Date

Signature **Dennis Simmons, Town Manager** Date

Service Contract (SC) rev. June 2019

Upon final approval by the Division of Procurement Services, a case details page will be made part of this contract.

DEPARTMENT AND PROVIDER POINT OF CONTACTS

CONTRACT ADMINISTRATOR: The following person is designated as the Contract Administrator on behalf of the Department for this Contract. All financial reports, invoices, correspondence and related submissions from the Provider as outlined in Rider A, Reports, shall be submitted to:

Name: John Maclaine

Email: john.maclaine@maine.gov

Address: 17 State House Station

City: Augusta

State: ME

Zip Code: 04333-0017

Telephone: (207) 615-3279

PROGRAM ADMINISTRATOR: The following person is designated as the Program Administrator. This person will be able to respond to routine questions pertaining to the Contract; they will not be able to alter the scope of the Contract.

Name: same as above

Email:

Address:

City:

State:

Zip Code:

Telephone:

PROVIDER CONTACT: The following person is designated as the Contact Person on behalf of the Provider for the Contract. All contractual correspondence from the Department shall be submitted to:

Name: Dennis Simmons, Town Manager

Email: _manager@wiscasset.org

Address: 51 Bath Road

City: Wiscasset

State: ME

Zip Code: 04578

Telephone:(207)882-8200

RIDERS

<input checked="" type="checkbox"/>	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
<input checked="" type="checkbox"/>	Funding Rider
<input checked="" type="checkbox"/>	Rider A – Scope of Work
<input checked="" type="checkbox"/>	Rider B – Terms and Conditions
<input checked="" type="checkbox"/>	Rider C – Exceptions - Additional Terms of Payment
<input type="checkbox"/>	Rider D - Federal Grant Terms & Conditions
<input type="checkbox"/>	Rider E – Lobbying Certificate if Over \$100,000
<input type="checkbox"/>	Rider F – None
<input checked="" type="checkbox"/>	Rider G – Identification of Country in Which Contracted Work will be Performed
<input type="checkbox"/>	Other – None

All work conducted with funds under the terms of this contract must comply with all applicable Executive Orders issued by Governor Mills in response to the COVID-19 pandemic, and may be deemed essential services. Any agreements between your organization and another contractor using funds provided by this contract must include a statement that the contractor must comply with all applicable Executive Orders issued by Governor Mills in response to the COVID-19 pandemic.

FUNDING RIDER

Internal Purposes Only

CODING: (Departments - Attach separate sheet as needed for additional coding.)

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	BOND FUNDING	FISCAL YEAR
\$62500	018	06A	Z188	54	6331				FY21

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	BOND FUNDING	FISCAL YEAR
\$62500	018	06A	Z188	54	6331				FY22

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	BOND FUNDING	FISCAL YEAR

Funding Total: \$125000

The sources of funds and compliance requirements for this Contract follow:

State General Fund	\$ 0
Dedicated/Special Revenue	\$125000
Federal Funds	\$ 0

**RIDER A
SCOPE OF WORK**

TABLE OF CONTENTS

- I. Acronyms
- II. Introduction/Overview
- III. Deliverables
- IV. Performance Measures

I. ACRONYMS/DEFINITIONS:

The following terms and acronyms shall have the meaning indicated below as referenced in this Contract:

COMMONLY KNOWN ACRONYMS AND DEPARTMENT ABBREVIATIONS	
Contract	Formal and legal binding agreement
Department	State of Maine Department Entering into this Contract
Provider	Organization providing services under this Contract
State	State of Maine

II. INTRODUCTION/OVERVIEW:

The purpose of this Contract is provide partial funding for the installation of municipal stream crossing upgrades to benefit public safety, infrastructure resiliency, and improve fish and wildlife habitat. The competitive grant program for Municipal Infrastructure Stream Crossing Upgrades matches local funding for the upgrade of municipal culverts at stream crossings.

The Provider will use the grant funds for the purpose stated in the grant application for RFP#202008127. If the Provider significantly changes the scope/type of the system so that the overall cost is changed, the Provider must notify the Department of the changes. If the overall cost is less than that stated in the application, the Provider must return the unused balance to the Department within 60 days. Only 8% of the total grant can be applied to engineering/design costs.

III. DELIVERABLES:

The Provider shall perform all services and maintain all standards and requirements for services provided under this Contract in accordance with the below:

- 1. Prior to the start of construction, submit a copy of the complete permit application materials and the approved permit from the Army Corps of Engineers or a copy of the final stamped engineering plans to be used for construction.

2. Following completion of the project and prior to the final invoice being paid, send the Contract Administrator photos of the completed project. These photos should include, at a minimum: photos showing the structure from upstream and downstream of the crossing, photos from the roadway looking upstream and downstream, and photos of the culvert inlet and outlet water levels.

IV. PERFORMANCE MEASURES: By accepting grant funds from the State of Maine, Department of Environmental Protection (Department) through the Grants for Stream Crossings Public Infrastructure Improvement Projects, the Provider agrees to the following requirements.

1. The Provider shall complete any remaining design and/or engineering, and construct the stream crossing upgrade in accordance with the design and/or conceptual sizing and layout as described in the grant application and supplemental materials submitted for RFP#202008127, unless specifically approved by the Contract Administrator in writing.
2. The Provider shall provide updates to the Department Agreement Administrator on a quarterly basis. Updates shall include a description of work accomplished in the preceding quarter, expense documentation, and an updated timeline or estimate on project completion.
3. The Provider shall employ all erosion and sediment control best management practices needed to control soil erosion on the site so that no eroded soil gets discharged to any nearby waterbody, wetland or river, stream, or brook. Furthermore no eroded soil shall be deposited on property beyond the project site. Erosion and sediment control best management practices shall be installed in accordance with the Maine Erosion and Sediment Control Practices Field Guide for Contractors.
4. When installing a crossing, river or stream flow shall be maintained at all times through diversions, pumps, or other approved means. If cofferdams will be used, a means of treating the water pumped out of the coffer dam area shall be installed so that water discharging back into the river or stream is free of eroded soil, and is situated in such a way as to not cause any soil erosion to occur at the discharge location in the river or stream.
5. Crossings must not block fish passage. Crossings must be sized based on the size of the watershed as determined by a registered professional engineer and designed to pass or exceed the flow of the 100 year flood and must be sized at least 1.2 times the bank full width of the river or stream, unless otherwise noted in the application. If installing a culvert, it shall be embedded into the stream bottom substrate at least one foot or 25% of the diameter of the culvert whichever is greater, to a maximum of 2 feet (measured from the invert). The culvert shall be designed, installed and maintained to match the natural stream grade to avoid drops or perching.
6. The Provider shall comply with all required local, state and federal regulations and obtain any required permits prior to starting work on the project. All conditions imposed as part of the permits shall be fully complied with. Any changes to design plans shall be reviewed and approved by the Department and all permitting agencies prior to the start of construction.
7. The Provider further agrees to submit such other data and reports as may be requested by the Contract Administrator. The Provider shall submit all data and reports to the Contract Administrator listed in section "DEPARTMENT AND PROVIDER POINT OF CONTACTS" of this Agreement.

**RIDER B
TERMS AND CONDITIONS**

1. **INVOICES AND PAYMENT**: Department will pay the Provider as follows: Payment terms are net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documents. Provider shall submit detailed invoices, itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Department and Advantage Contract numbers for this contract.
2. **BENEFITS AND DEDUCTIONS**. If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.
3. **INDEPENDENT CAPACITY**. In the performance of this Contract, the parties hereto agree that the Provider, and any agents and employees of the Provider, shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.
4. **DEPARTMENT'S REPRESENTATIVE**. The Contract Administrator shall be the Department's representative during the period of this Contract. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Contract are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.
5. **CHANGES IN THE WORK**. The Department may order changes in the work, the Contract Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.
6. **SUB-AGREEMENTS**. Unless provided for in this Contract, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Contract Administrator. Any sub-agreement hereunder Entered into subsequent to the execution of this Contract must be annotated "approved" by the Contract Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.
7. **SUBLETTING, ASSIGNMENT OR TRANSFER**. The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Contract Administrator. No subcontracts or transfer of Contract shall in any case release the Provider of its liability under this Contract.
8. **EQUAL EMPLOYMENT OPPORTUNITY**. During the performance of this Contract, the Provider agrees as follows:

- a. The Provider shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

- b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
 - c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.
 - e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
 - f. Providers and subcontractors with Contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs, which programs must conform with applicable state and federal laws, rules and regulations.
 - g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
9. **EMPLOYMENT AND PERSONNEL.** The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any (a) state employee or (b) any former state employee who participated in any way in the solicitation, award or administration of this Agreement. This restriction shall not apply to regularly retired employees or any employee who has out of state employment for a period of twelve (12) months.

10. **WARRANTY.** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Contract. For breach or violation of this warranty, the Department shall have the right to annul this Contract without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
11. **ACCESS TO RECORDS.** As a condition of accepting an Contract for services under this section, a Provider must agree to treat all records, other than proprietary information, relating to personal services work performed under the Contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the Department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the Provider and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the Contract and information concerning employee and Contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Contract and make such materials available at its offices at all reasonable times during the period of this Contract and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.
12. **TERMINATION.** (a) The performance of work under the Contract may be terminated by the Department whenever for any reason the Contract Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the date on which such termination becomes effective. Upon such termination, the Department shall pay the Provider for work performed by the Provider prior to the date of Notice of Termination. (b) Either party may terminate this Agreement for cause by providing a written notice of termination stating the reason for the termination. Upon receipt of the notice of termination, the defaulting party shall have fifteen (15) business days to cure the default. If the default is of such a nature that it cannot be cured within fifteen (15) business days, the defaulting party shall have such additional time, as the parties may agree to, to cure the default, provided the defaulting party has taken steps to cure the default with the initial 15 days.
13. **GOVERNMENTAL REQUIREMENTS.** The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.
14. **GOVERNING LAW.** This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.
15. **STATE HELD HARMLESS.** The Provider shall indemnify and hold harmless the Department and its

officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.

16. **NOTICE OF CLAIMS.** The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed that is related in any way to the Contract or which may affect the performance of duties under the Contract, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Contract or which may affect the performance of duties under the Contract.
17. **APPROVAL.** This Contract must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.
18. **INSURANCE.** The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Contract with adequate liability coverage to protect itself and the Department from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991, may continue under that arrangement. Prior to or upon execution of this Contract, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.
19. **NON-APPROPRIATION.** Notwithstanding any other provision of this Contract, if the State does not receive sufficient funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Contract.
20. **SEVERABILITY.** The invalidity or unenforceability of any particular provision, or part thereof, of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
21. **ORDER OF PRECEDENCE.** In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:

- Rider C Exceptions
- Rider B Terms and Conditions
- Rider A Scope of Work
- Funding Rider
- Rider D Included at Department's Discretion
- Rider E Included at Department's Discretion
- Rider F Included at Department's Discretion
- Rider G Identification of Country in which contracted work will be performed
- Business Associate Agreement included at Department's Discretion
- Other Included at Department's Discretion

22. **FORCE MAJEURE.** The performance of an obligation by either party shall be excused in the event that performance of that obligation is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party.
23. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Contract up to any amounts due and owing to the State with regard to this Contract, any other Contract, any other Contract with any State department or agency, including any Contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.
24. **ENTIRE CONTRACT.** This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.
25. **AMENDMENT:** No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Provider.
26. **DEBARMENT, PERFORMANCE, AND NON-COLLUSION CERTIFICATION:** By signing this Contract, the Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:
- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
 - a. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
 - i. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- ii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - iii. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
- b. Have not Entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

RIDER C

EXCEPTIONS

RIDER C is in addition to RIDER B #1. The Department will pay the Provider as follows:

Invoices must be sent directly from the Provider. Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days upon the receipt of an accurate and acceptable invoice. An invoice will be considered accurate and acceptable if it contains correct pricing information relative to the grant, provides all supporting documents, proof of payments to others as applicable, and other specific and agreed-upon requirements listed within the grant that result from this RFP. All unobligated funds from the original grant award determination will go back to the "pool of funds" for redistribution to other grantees upon project completion. A final invoice(s) must be submitted by Provider within 45 days of contract end date.

RIDER G

IDENTIFICATION OF COUNTRY

IN WHICH CONTRACTED WORK WILL BE PERFORMED

Please identify the country in which the services purchased through this contract will be performed:

- United States. Please identify state: Enter State**
- Other. Please identify country: Enter Country**

Notification of Changes to the Information

The Provider agrees to notify the Division of Procurement Services of any changes to the information provided above.



JANET T. MILLS
GOVERNOR

STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION



MELANIE LOYZIM
ACTING COMMISSIONER

February 17, 2021

Dennis Simmons
Town of Wiscasset
51 Bath Road
Wiscasset, ME 04578

**SUBJECT: Notice of Conditional Contract Awards under RFP # 202008127,
2020 Stream Crossing Public Infrastructure Improvement Projects**

Dear Dennis:

This letter is in regard to the subject Request for Proposals (RFP) #202008127, issued by the State of Maine Department of Environmental Protection for 2020 Stream Crossing Public Infrastructure Improvement Projects. The Department received 47 proposals and has evaluated the proposals received using the evaluation criteria identified in the RFP, and the Department is hereby announcing its conditional contract awards to the following bidders:

· Auburn, Fish Hatchery Rd	\$125,000.00	· Litchfield, Dead River Rd #2	\$50,000.00
· Bangor, Grandview Ave	\$68,358.33	· Ludlow, Ludlow Rd	\$125,000.00
· Biddeford, Granite Point Rd	\$125,000.00	· Millinocket, Penobscot Ave	\$125,000.00
· Blanchard Twp, Taylor Rd	\$125,000.00	· Monroe, Dixmont Rd	\$125,000.00
· Bowdoinham, Dingley Rd	\$125,000.00	· Mount Desert, Beech Hill Cross Rd	\$125,000.00
· Cathance Twp, East Ridge Rd	\$125,000.00	· Naples, Horace Files Rd	\$110,000.00
· Corinna, Line Rd	\$125,000.00	· Naples, Edes Falls Rd	\$125,000.00
· Corinna, Sunken Bridge Rd	\$125,000.00	· Norway, Morse Rd	\$85,000.00
· Dedham, Bald Mountain Rd	\$125,000.00	· Paris, Parsons Rd	\$125,000.00
· Denmark, Moose Pond Rd	\$125,000.00	· Peru, Packard Road	\$76,180.00
· Dover-Foxcroft, Grove St	\$125,000.00	· Pownal, Poland Range Rd	\$125,000.00
· Durham, Quaker Meeting Rd	\$125,000.00	· Rockland, West Meadow Rd	\$125,000.00
· Durham, Swamp Rd	\$125,000.00	· Sabattus, Marsh Rd (East)	\$125,000.00
· Eddington, Clewysville Rd	\$70,000.00	· Sabattus, Marsh Rd (West)	\$125,000.00
· Eddington, Davis Rd	\$75,000.00	· Thomaston, Beechwood Rd	\$125,000.00
· Fairfield, Old County Rd	\$125,000.00	· Trescott Twp, Wilcox Rd	\$125,000.00
· Falmouth, Mast Rd	\$125,000.00	· Wells, Bragdon Rd	\$125,000.00
· Fayette, Jackman's Mill Rd	\$125,000.00	· Willimantic, Elliottsville Rd	\$125,000.00
· Hartland, Fuller Corner Rd	\$125,000.00	· Willimantic, Mountain Rd	\$125,000.00
· Hollis, Muddy Brook Rd	\$125,000.00	· Wiscasset, Old Ferry Rd	\$125,000.00
· Litchfield, Dead River Rd #1	\$125,000.00	· Woodstock, Old County Rd	\$125,000.00

The bidders listed above received the evaluation team's highest rankings. The Department will be contacting the aforementioned bidders soon to negotiate a contract. As provided in the RFP, the Notice of Conditional Contract Award is subject to execution of a written contract and, as a result, this Notice does NOT constitute the formation of a contract between the Department and the apparent successful vendor. The vendor shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions acceptable to the Department is executed. The Department further reserves the right to cancel this Notice of Conditional Contract Award at any time prior to the execution of a written contract.

AUGUSTA
17 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0017
(207) 287-7688 FAX: (207) 287-7826

BANGOR
106 HOGAN ROAD, SUITE 6
BANGOR, MAINE 04401
(207) 941-4570 FAX: (207) 941-4584

PORTLAND
312 CANCO ROAD
PORTLAND, MAINE 04103
(207) 822-6300 FAX: (207) 822-6303

PRESQUE ISLE
1235 CENTRAL DRIVE, SKYWAY PARK
PRESQUE ISLE, MAINE 04769
(207) 764-0477 FAX: (207) 760-3143

As stated in the RFP, following announcement of this award decision, all submissions in response to the RFP are considered public records available for public inspection pursuant to the State of Maine Freedom of Access Act (FOAA). 1 M.R.S. §§ 401 et seq.; 5 M.R.S. § 1825-B (6).

This award decision is conditioned upon final approval by the State Procurement Review Committee and the successful negotiation of a contract. A Statement of Appeal Rights has been provided with this letter; see below.

Thank you for your interest in enhancing the stream crossings in your community.

Sincerely,



John Maclaine
Innovation and Assistance
Department of Environmental Protection
17 State House Station
Augusta, Maine 04333-0017
207-615-3279 (direct)
207-287-2814 (fax)
john.maclaine@maine.gov

STATEMENT OF APPEAL RIGHTS

Any person aggrieved by an award decision may request an appeal hearing. The request must be made to the Director of the Bureau of General Services, in writing, within 15 days of notification of the contract award as provided in 5 M.R.S. § 1825-E (2) and the Rules of the Department of Administrative and Financial Services, Bureau of General Services, Division of Purchases, Chapter 120, § (2) (2)

9e

ASSESSORS' RETURN

Pursuant to a Warrant to us directed, from Carrie Kipfer Esq., Clerk of the Court of County Commissioners for the County of Lincoln, dated the 2nd day of March, 2021, we have assessed the polls and estates of the Inhabitants, and the estates of the non-resident proprietors, of the Town of Wiscasset in said County, the sum of \$661,294.52 and have committed lists thereof to _____, Collector of said town, with a warrant in due form of law, for collecting and paying the same to the Treasurer of the Town of Wiscasset or her/her successor in office, to be paid by him/her to Michelle Richardson, of the County of Lincoln, or her successor in said office, upon her warrant issued for the same, on or before the first day of September next.

In Witness Whereof, we have hereunto set our hands this _____ day of _____ 2021.

Assessors of Town of Wiscasset

\$661,294.52

To: **County of Lincoln**
Attn: Michelle Richardson
P.O. Box 249
Wiscasset, ME 04578

To be filled out and forwarded to the County Finance Director as soon as the assessment shall be completed.

OFFICE OF
LINCOLN COUNTY COMMISSIONERS

32 HIGH STREET • P.O. BOX 249
WISCASSET, MAINE 04578

INCORPORATED 1760

COMMISSIONERS OFFICE (207) 882-6311
FAX (207) 882-4320

WWW.LINCOLNCOUNTYMAINE.ME



DISTRICT ONE
HAMILTON W. MESERVE
SOUTHPORT, MAINE

DISTRICT TWO
WILLIAM B. BLODGETT
WALDOBORO, MAINE

DISTRICT THREE
MARY R. TRESBOT
DAMARISCOTTA, MAINE

March 10, 2021

Enclosed you will find a copy of your 2021 Lincoln County Tax commitment Assessors' return document. The recently mailed documents included the 2020 assessors' return in error.

Please accept my apologies for any inconvenience this may have caused you. If you have any question, please fill free to give us a call.

A handwritten signature in cursive script that reads "Edythe Dersham".

Edythe Dersham
Booker
Lincoln County

2021 LINCOLN COUNTY TAX COMMITMENT

MUNICIPALITIES	2021 State Valuation	2021 Tax Commitment
ALNA	\$ 95,900,000.00	\$ 129,596.70
BOOTHBAY	\$ 1,012,950,000.00	\$ 1,366,873.57
BOOTHBAY HARBOR	\$ 781,950,000.00	\$ 1,056,706.34
BREMEN	\$ 221,450,000.00	\$ 299,261.61
BRISTOL	\$ 1,117,100,000.00	\$ 1,509,619.09
DAMARISCOTTA	\$ 371,350,000.00	\$ 501,832.47
DRESDEN	\$ 162,050,000.00	\$ 218,990.04
EDGECOMB	\$ 246,700,000.00	\$ 333,383.79
JEFFERSON	\$ 386,800,000.00	\$ 522,711.19
MONHEGAN PLANTATION	\$ 81,250,000.00	\$ 109,799.08
NEWCASTLE	\$ 313,050,000.00	\$ 423,047.41
NOBLEBORO	\$ 348,900,000.00	\$ 471,494.14
SOMERVILLE	\$ 60,200,000.00	\$ 81,352.67
SOUTH BRISTOL	\$ 719,900,000.00	\$ 972,853.63
SOUTHPORT	\$ 698,500,000.00	\$ 927,717.76
WALDOBORO	\$ 524,600,000.00	\$ 708,930.42
WESTPORT ISLAND	\$ 234,650,000.00	\$ 317,099.74
WHITEFIELD	\$ 210,750,000.00	\$ 284,801.92
WISCASSET	\$ 489,350,000.00	\$ 661,294.52
TOTAL	\$ 8,066,400,000.00	\$ 10,899,366.07
UNORGANIZED TERRITORY	\$ 16,700,000.00	\$ 22,567.93
GRAND TOTAL	\$ 8,082,100,000.00	\$ 10,921,934.00

DATED AT WISCASSET, MAINE
this 2nd day of March A.D. 2021

TOTAL 2021 EXPENDITURE	\$ 12,576,038.00
LESS 2021 REVENUE	\$ 1,541,819.00
2021 ADJUSTED BUDGET	\$ 11,034,219.00
LESS 2020 SURPLUS	\$ 199,942.00
BALANCE	\$ 10,834,277.00
PLUS OVERLAY (max 2%)	\$ 87,657.00
TOTAL TO BE RAISED BY TAXATION	\$ 10,921,934.00

2020 SURPLUS	\$ 632,815.58
TRANSFER TO OPERATING RESERVE	\$ 432,873.58
BALANCE OF SURPLUS AGAINST TAXES	\$ 199,942.00

TAX RATE (Commitment divided by Valuation) 0.001351373

APPROVED BY:
Lincoln County Commissioners


Hamilton Meserve


William B. Blodgett, Chair


Mary R. Treadwell

STATE OF MAINE

Lincoln ss

To the Assessors of the Town of Wiscasset in said County, GREETING:

Whereas, pursuant to 30-A, M.R.S.A., Section 791, the County Commissioners for said County, have fixed the sums necessary for defraying the charges of the County for the year ensuing, and exhibited by the Clerk of said Court, and have determined a tax of \$10,921,934.00,

Ten million, nine hundred twenty-one thousand, nine hundred thirty-four and 00/100ths Dollars to be assessed collected and paid according to law and applied for the purposes aforesaid.

And Whereas, the Court of County Commissioners, holden at Wiscasset, in and for the County of Lincoln, by adjournment, on the Second Day of March, A.D. 2021, made apportionment of said tax as the law directs upon several Towns and Cities in said County and ordered that the Clerk in said County forthwith send out warrants for assessing the Towns' proportion thereof as the law directs and for paying the same.

And Whereas upon a due apportionment of said sum, your Town's proportion thereof is found to be Six hundred sixty-one thousand, two hundred ninety-one and 52/100ths Dollars.

\$661,294.52

You are, therefore, hereby required, in the name of the State of Maine, to assess the sum last mentioned, upon the inhabitants of said Town of Wiscasset, agreeably to the laws of said State, and cause the same in like manner to be collected and paid to the Treasurer of the said Town of Wiscasset to be paid by him to Michelle Richardson, Treasurer of Said County of Lincoln, or to her successor in office, upon her warrant issued for the same, on or before the first day of September next. **Interest payable on the thirty first day of October A.D. 2021 at annual rate of 7%** - see Title 36, Section 507 and 892A.

Whereof Fail Not, and make due return to the said County Treasurer, of the names of the person or persons to whom your list or lists of assessments shall be committed, as soon as may be thereafter.

Witness William Blodgett, Chairman of the Court of County Commissioners this Second Day of March, A.D. 2021.

Michelle Richardson

Michelle Richardson
County Treasurer

Lincoln County

PO Box 249
Wiscasset, ME 04578
Phone 207-882-6311 Fax 207-882-4320

March 2, 2021

*Annual Tax
Commitment*

Bill To:
Town of Wiscasset
Attn: Selectmen
51 Bath Road
Wiscasset, ME 04578

DESCRIPTION	AMOUNT
FY 2021 Tax Commitment	\$ 661,294.52
	\$ 661,294.52

Make all checks payable to: Lincoln County

Final

LINCOLN COUNTY COUNTY BUDGET - 2021

12/10/2020

	2020 REQUEST	2021 REQUEST	2020 VS 2021	Init. Req vs Crnt Bdgt %
1035 Buildings				
Personnel Services	97,960	101,921	3,961	4.04%
Employee Benefits	60,495	61,558	1,063	1.76%
Contractual Services	167,250	167,350	100	0.06%
Commodities	60,900	60,900	0	0.00%
Capital Outlay	20,000	29,000	9,000	0.00%
Total Impact	406,605	420,729	14,124	3.47%
2015 Recycling				
Personnel Services	230,400	228,704	-1,696	-0.74%
Employee Benefits	129,802	123,592	-6,210	-4.78%
Contractual Services	96,400	93,800	-2,600	-2.70%
Commodities	22,550	24,950	2,400	10.64%
Capital Outlay	15,000	25,000	10,000	0.00%
	494,152	496,046	1,894	0.38%
Less Recycling Revenue	-149,000	-164,000	-15,000	10.07%
Net Impact	345,152	332,046	-13,106	-3.80%
2010 Planning				
Personnel Services	188,350	186,066	-2,284	-1.21%
Employee Benefits	78,418	59,341	-19,077	-24.33%
Contractual Services	32,075	31,425	-650	-2.03%
Commodities	2,700	2,700	0	0.00%
Capital Expenditure	18,000	1,500	-16,500	0.00%
	319,543	281,032	-38,511	-12.05%
Less Planning Revenue	-33,200	-33,200	0	0.00%
Net Impact	286,343	247,832	-38,511	-13.45%
1095 Debt Service				
Contractual Services	20,000	17,000	-3,000	0.00%
Bonds Payable	620,000	620,000	0	0.00%
Interest on Bonds	166,250	141,450	-24,800	-14.92%
TOTAL	806,250	778,450	-27,800	-3.45%
Less Interest Revenue	-18,000	-3,000	15,000	-83.33%
Net Impact	788,250	775,450	-12,800	-1.62%
1015 District Attorney				
Personnel Services	168,700	207,668	38,968	23.10%
Employee Benefits	103,504	135,016	31,512	30.45%
Contractual Services	40,480	36,490	-3,990	-9.86%
Commodities	6,800	6,500	-300	-4.41%
Capital Outlay	7,000	5,500	-1,500	0.00%
Total Impact	326,484	391,174	64,690	19.81%
1065 Deeds				
Personnel Services	83,925	84,115	190	0.23%
Employee Benefits	63,849	65,182	1,333	2.09%
Contractual Services	7,250	7,250	0	0.00%
Commodities	2,100	2,100	0	0.00%
Capital Outlay	50,500	54,500	4,000	7.92%
TOTAL	207,624	213,147	5,523	2.66%
Less Deeds Revenue	-423,000	-430,000	-7,000	1.65%
Net Impact	-215,376	-216,853	-1,477	-0.69%

Final

LINCOLN COUNTY COUNTY BUDGET - 2021

12/10/2020

	2020 REQUEST	2021 REQUEST	2020 VS 2021	Init. Req vs Crnt Bdgt %
1000 Court				
Personnel Services	91,456	96,350	4,894	5.35%
Employee Benefits	52,647	39,671	-12,976	-24.65%
Contractual Services	0	0	0	-100.00%
Commodities	2,000	0	-2,000	-100.00%
	<u>146,103</u>	<u>136,021</u>	<u>-10,082</u>	<u>-6.90%</u>
Less Court Revenues	-126,000	-126,000	0	0.00%
Net Impact	20,103	10,021	-10,082	-50.15%
1050 Jail Transport				
Personnel Services	278,387	299,360	20,973	7.53%
Employee Benefits	133,017	160,902	27,885	20.96%
Contractual Services	164,984	190,145	25,161	15.25%
Commodities	4,750	4,750	0	0.00%
	<u>581,138</u>	<u>655,157</u>	<u>74,019</u>	<u>12.74%</u>
Less Jail Transport Revenue	-274,967	-286,967	-12,000	4.36%
Net Impact	306,171	368,190	62,019	20.26%
1045 Jail Assessment				
Contractual Services	2,420,839	2,420,839	0	0.00%
Total Impact	2,420,839	2,420,839	0	0.00%
1020 Administration				
Personnel Services	347,685	339,181	-8,504	-2.45%
Employee Benefits	181,430	135,028	-46,402	-25.58%
Contractual Services	97,300	89,600	-7,700	-7.91%
Commodities	8,850	8,850	0	0.00%
Capital Outlay	3,200	5,200	2,000	62.50%
	<u>638,465</u>	<u>577,859</u>	<u>-60,606</u>	<u>-9.49%</u>
Less TBRJ Contract	-27,900	-29,483	-1,583	5.67%
Total Impact	610,565	548,376	-62,189	-10.19%
2025 Retiree Benefits				
Contractual Services				
Retiree Health Insurance	87,700	102,732	15,032	17.14%
TOTAL	87,700	102,732	15,032	17.14%
Less Retiree Revenue	-19,286	-21,600	-2,314	12.00%
Net Impact	68,414	81,132	12,718	18.59%
2060 Contingency				
Contractual Services	95,000	95,000	0	0.00%
TOTAL	95,000	95,000	0	0.00%
2050 Insurance				
Contractual Services				
Liability	97,614	89,615	-7,999	-8.19%
TOTAL	97,614	89,615	-7,999	-8.19%

Final

LINCOLN COUNTY COUNTY BUDGET - 2021

12/10/2020

	2020 REQUEST	2021 REQUEST	2020 VS 2021	Init. Req vs Crnt Bdgt %
Capital Improvement				
Capital Improvement	359,525	359,525	0	0.00%
TOTAL	359,525	359,525	0	0.00%
Reserves				
Uninsured Losses	2,520	2,520	0	100%
Unemployment Reserve	12,500	12,500	0	
Safety Reserve	2,500	2,500	0	0.00%
Sheriff Training	20,000	20,000	0	0.00%
IT Infrastructure	15,000	15,000	0	0.00%
TOTAL	52,520	52,520	0	0.00%
Total Expenditure	12,319,207	12,576,038	256,831	2.08%
Revenue	-1,484,930	-1,541,819	-56,889	3.83%
TOTAL	10,834,277	11,034,219	199,942	1.85%

TOWN OF WISCASSET

9 f

To Lawrence Hesselstine, Chief Constable, of the Town of Wiscasset in the County of Lincoln, Maine.

GREETINGS: In the name of the State of Maine, you are hereby required to notify and warn the inhabitants of the Town of Wiscasset, in said County and State, qualified by law, to vote in Town affairs to meet at the Wiscasset Community Center at 242 Gardiner Road, the 8th day of June, 2021 from 8:00 am to 8:00 pm then and there to act upon the following articles:

Article 1. To elect a moderator to preside at said meeting.

Article 2. To vote by secret ballot for elected positions.

Board of Selectmen – 2 (2-year terms)

Wiscasset School Board – 2 (3-year terms)

Budget Committee – 3 (3-year terms)

Budget Committee 3 (2-year terms)

Budget Committee – 2 (1-year terms)

Wiscasset Water District – 1(3-year term)

Article 3. Should any cost center (departmental budget) question fail to pass, shall the Town vote to raise and appropriate an amount for the Selectmen to expend not to exceed 3/12 of the previous year's cost center appropriation?

Article 4. Do you favor approving the Wiscasset School Department budget for the upcoming school year that was adopted at the latest Wiscasset School Department budget meeting?

Article 5: Shall the Town authorize the Selectmen to form an ad hoc committee to study the future of the Wiscasset School Department including all options for expansion, consolidation, or continuing in the status quo?

Article 6. Shall the Town authorize and delegate to the Board of Selectmen to negotiate and enter into a long-term lease agreement for approximately 20 acres at the Wiscasset Municipal Airport with MSD Wiscasset LLC (an affiliate of BAP Power Corporation d/b/a Cenergy) for the construction and operation of a solar energy project on terms acceptable to the Board of Selectmen?

Article 7. Shall the Town vote to appropriate the following **Estimated Revenues** to reduce the tax commitment?

Recreation	\$ 406,780
Excise	\$ 635,000
State Revenues	\$ 854,732
Miscellaneous	\$ 195,800
Emergency Medical Services	\$ 307,256
Transfer Station	\$ 257,541
Charges for Services	\$ 65,400
Airport	\$ 61,990
Senior Center	\$ 3,000
Waterfront	\$ 16,450
Total	\$2,803,949

Article 8. Shall the Town vote to raise and appropriate \$189,492 for **Town Office Administration/Operations**?

TOWN OF WISCASSET

Board of Selectmen recommendation: 5-Favor 0-Opposed 0-Abstain
Budget Committee recommendation: -Favor 0-Opposed -Abstain

Article 9. Shall the Town vote to raise and appropriate \$94,818 for the **Airport**?

The Airport anticipates \$61, 990 in revenue which partially offsets the above appropriation.

Board of Selectmen recommendation: 5-Favor 0-Opposed 0-Abstain
Budget Committee recommendation: -Favor 0-Opposed -Abstain

Article 10. Shall the Town vote to raise and appropriate \$15,575 for **Animal Control**?

Board of Selectmen recommendation: 5-Favor 0-Opposed 0-Abstain
Budget Committee recommendation: -Favor 0-Opposed -Abstain

Article 11. Shall the Town vote to raise and appropriate \$6,492 for the **Office of Assessment**?

Board of Selectmen recommendation: 5-Favor 0-Opposed 0-Abstain
Budget Committee recommendation: -Favor 0-Opposed -Abstain

Article 12. Shall the Town vote to raise and appropriate \$3,072 for **Municipal Boards and Committees**?

Board of Selectmen recommendation: 5-Favor 0-Opposed 0-Abstain
Budget Committee recommendation: -Favor 0-Opposed -Abstain

Article 13. Shall the Town vote to raise and appropriate \$12,750 for **Celebrations**?

Board of Selectmen recommendation: 5-Favor 0-Opposed 0-Abstain
Budget Committee recommendation: -Favor -Opposed -Abstain

Article 14. Shall the Town vote to appropriate an amount, not to exceed \$173,882 from the Perpetual Care Trust Fund for the care of **Cemeteries**?

Board of Selectmen recommendation: 5-Favor 0-Opposed 0-Abstain
Budget Committee recommendation: -Favor 0-Opposed -Abstain

Article 15. Shall the Town vote to raise and appropriate \$95,280 for **Town Clerk/Excise Tax Collector/Registrar**?

Board of Selectmen recommendation: 5-Favor 0-Opposed 0-Abstain
Budget Committee recommendation: -Favor 0-Opposed -Abstain

Article 16. Shall the Town vote to raise and appropriate \$36,827 for **Code Enforcement**?

Board of Selectmen recommendation: 5-Favor 0-Opposed 0-Abstain
Budget Committee recommendation: -Favor 0-Opposed -Abstain

The Code Enforcement Department anticipates \$26,900 in revenue to partially offset the above appropriation.

TOWN OF WISCASSET

Article 17. Shall the Town vote to raise and appropriate \$50,000 for **Contingency?**

Board of Selectmen recommendation: 4-Favor 1-Opposed 0-Abstain
Budget Committee recommendation: -Favor 0-Opposed -Abstain

Article 18. Shall the Town vote to raise and appropriate \$197,200 for **Contractual Services?**

Board of Selectmen recommendation: 5-Favor 0-Opposed 0-Abstain
Budget Committee recommendation: -Favor 0-Opposed -Abstain

Article 19. Shall the Town vote to raise and appropriate \$22,668 for **Office of Elections?**

Board of Selectmen recommendation: 5-Favor 0-Opposed 0-Abstain
Budget Committee recommendation: -Favor 0-Opposed -Abstain

Article 20. Shall the Town vote to raise and appropriate \$614,577 for the **Emergency Medical Services?**

The EMS Department anticipates \$307,256 in revenue which partially offsets the above appropriation.

Board of Selectmen recommendation: 5-Favor 0-Opposed 0-Abstain
Budget Committee recommendation: -Favor -Opposed -Abstain

Article 21. Shall the Town vote to raise and appropriate \$266,039 for **Office of Finance/Tax Collector?**

Board of Selectmen recommendation: 5-Favor 0-Opposed 0-Abstain
Budget Committee recommendation: -Favor 0-Opposed -Abstain

Article 22. Shall the Town vote to raise and appropriate \$144,339 for the **Fire Department?**

Board of Selectmen recommendation: 5-Favor 0-Opposed 0-Abstain
Budget Committee recommendation: -Favor 0-Opposed -Abstain

Article 23. Shall the Town vote to raise and appropriate \$24,703 for **General Assistance?**

Board of Selectmen recommendation: 5-Favor 0-Opposed 0-Abstain
Budget Committee recommendation: -Favor 0-Opposed -Abstain

Article 24. Shall the Town vote to raise and appropriate \$77,160 for **Municipal Building Maintenance/Operations?**

Board of Selectmen recommendation: 5-Favor 0-Opposed 0-Abstain
Budget Committee recommendation: -Favor -Opposed -Abstain

Article 25. Shall the Town vote to raise and/or appropriate \$160,875 **Municipal Insurances?**

Municipal Property/Casualty	\$38,156
Unemployment Insurance	\$14,563
Workers' Compensation Insurance	<u>\$108,156</u>
Total	\$160,875

Board of Selectmen recommendation: 5-Favor 0-Opposed 0-Abstain
Budget Committee recommendation: -Favor 0-Opposed -Abstain

TOWN OF WISCASSET

Article 26. Shall the Town vote to appropriate \$64,839 for the payment of retiree health insurance premiums, the funds to come from the **Health Insurance Reserve Account**?

Board of Selectmen recommendation: 5-Favor 0-Opposed 0-Abstain
Budget Committee recommendation: -Favor 0-Opposed -Abstain

Article 27. Shall the Town vote to raise and appropriate \$808,891 for the **Parks & Recreation Department**?

The Parks and Recreation Department anticipates \$406,780 in revenue which partially offsets the above appropriation.

Board of Selectmen recommendation: 5-Favor 0-Opposed 0-Abstain
Budget Committee recommendation: -Favor -Opposed 0-Abstain

Article 28. Shall the Town vote to raise and appropriate \$35,000 for **Planning Services**?

Board of Selectmen recommendation: 5- Favor 0-Opposed 0-Abstain
Budget Committee recommendation: -Favor 0-Opposed 0-Abstain

Article 29. Shall the Town vote to raise and appropriate \$587,112 for the **Police Department**?

Board of Selectmen recommendation: 5- Favor 0-Opposed 0-Abstain
Budget Committee recommendation: -Favor 0-Opposed -Abstain

Article 30. Shall the Town vote to raise and appropriate \$51,402 for the **Police Department School Resource Officers (SRO)**?

Board of Selectmen recommendation: 4-Favor 1-Opposed 0-Abstain
Budget Committee recommendation: -Favor 0-Opposed -Abstain

Article 31. Shall the Town vote to raise and appropriate \$317,930 for **Public Utilities**?

Street Lights	\$ 44,730
Christmas Tree Lighting Meter	\$ 200
Fire Protection (Hydrants paid to Water District)	<u>\$273,000</u>
Total	\$317,930

Board of Selectmen recommendation: 5-Favor 0-Opposed 0-Abstain
Budget Committee recommendation: -Favor 0-Opposed -Abstain

Article 32. Shall the Town vote to raise and appropriate \$637,215 for the **Public Works Department**?

Board of Selectmen recommendation: 5-Favor 0-Opposed 0-Abstain
Budget Committee recommendation: -Favor 0-Opposed -Abstain

Article 33. Shall the Town vote to raise and appropriate \$27,362 for **Office of Selectmen**?

Board of Selectmen recommendation: 4-Favor 1-Opposed 0-Abstain
Budget Committee recommendation: -Favor 0-Opposed -Abstain

TOWN OF WISCASSET

Article 34. Shall the Town vote to raise and appropriate \$14,466 for the **Senior Center**?

The Senior Center anticipates \$3,000 in revenue which partially offsets the above appropriation.

Board of Selectmen recommendation: 5-Favor 0-Opposed 0-Abstain
Budget Committee recommendation: -Favor 0-Opposed -Abstain

Article 35. Shall the Town vote to raise and appropriate \$6,000 for **Shellfish Conservation**?

Board of Selectmen recommendation: 5-Favor 0-Opposed 0-Abstain
Budget Committee recommendation: -Favor 0-Opposed -Abstain

The Shellfish Conservation anticipates \$2,650 in revenue to partially offset the above appropriation.

Article 36. Shall the Town vote to raise and appropriate \$601,601 for the **Transfer Station**?

The Transfer Station anticipates \$257,541 in revenue which partially offsets the above appropriation.

Board of Selectmen recommendation: 5-Favor 0-Opposed 0-Abstain
Budget Committee recommendation: -Favor 0-Opposed -Abstain

Article 37. Shall the Town vote to appropriate the sum of \$766,164 (the entire amount to come from departmental revenues and surplus) for the total **Enterprise Fund-Wastewater Treatment Plant** operational budget?

Board of Selectmen recommendation: 5-Favor 0-Opposed 0-Abstain
Budget Committee recommendation: -Favor 0-Opposed -Abstain

Article 38. Shall the Town vote to raise and appropriate \$61,975 for **Waterfront & Harbors**?

Waterfront and Harbors anticipates \$16,450 in revenue which partially offsets the above appropriation.

Board of Selectmen recommendation: 5-Favor 0-Opposed 0-Abstain
Budget Committee recommendation: -Favor 0-Opposed -Abstain

COMMUNITY ORGANIZATIONS

Article 39. Shall the Town vote to raise and appropriate \$57,250 for the **Wiscasset Public Library**?

Board of Selectmen recommendation: 4-Favor 0-Opposed 1-Abstain
Budget Committee recommendation: -Favor 0-Opposed -Abstain

Article 40. Shall the Town vote to raise and appropriate \$1,500 for **Healthy Kids**?

Board of Selectmen recommendation: 5-Favor 0-Opposed 0-Abstain
Budget Committee recommendation: -Favor 0-Opposed -Abstain

Article 41. Shall the Town vote to raise and appropriate \$700 for **New Hope for Women**?

Board of Selectmen recommendation: 5-Favor 0-Opposed 0-Abstain
Budget Committee recommendation: -Favor 0-Opposed -Abstain

TOWN OF WISCASSET

Article 42. Shall the Town vote to raise and appropriate \$2,000 to support the **Help Yourself Food Pantry and the Church of the Nazarene Outreach Food Pantry?**

Board of Selectmen recommendation: 5 Favor 0-Opposed 0-Abstain
Budget Committee recommendation: -Favor 0-Opposed -Abstain

Article 43. Shall the Town vote to raise and appropriate \$600 to support the **American Legion Flag Project?**

Board of Selectmen recommendation: 5 Favor 0-Opposed 0-Abstain
Budget Committee recommendation: -Favor 0-Opposed -Abstain

CAPITAL IMPROVEMENT QUESTIONS

Article 44. Shall the Town vote to appropriate an amount not to exceed \$20,000 from the Capital Reserve Account for **technology upgrades** for the Emergency Medical Service Department?

Board of Selectmen recommendation: 5-Favor 0-Opposed 0-Abstain
Budget Committee recommendation: -Favor -Opposed -Abstain

Article 45. Shall the Town vote to appropriate an amount not to exceed \$60,000 from the Capital Reserve Account for **Wiscasset Community Center improvements to include new carpeting in Senior Center, replacement of hot water tanks and replacement of rooftop AC units?**

Board of Selectmen recommendation: 5-Favor 0-Opposed 0-Abstain
Budget Committee recommendation: -Favor -Opposed -Abstain

Article 46. Shall the Town vote to appropriate an amount not to exceed \$90,000 from the Capital Reserve Account for a **Public Works Bobcat Utility Vehicle?**

Board of Selectmen recommendation: 5-Favor 0-Opposed 0-Abstain
Budget Committee recommendation: -Favor -Opposed -Abstain

Article 47. Shall the Town vote to appropriate an amount not to exceed \$525,000 from the Capital Reserve Account for **Ferry Road Culvert Repair?**

Board of Selectmen recommendation: 5-Favor 0-Opposed 0-Abstain
Budget Committee recommendation: -Favor 0-Opposed -Abstain

Article 48. Shall the Town vote to appropriate an amount not to exceed \$55,000 from the Capital Reserve Account for the purchase of a **new police cruiser?**

Board of Selectmen recommendation: 5-Favor 0-Opposed 0-Abstain
Budget Committee recommendation: -Favor -Opposed -Abstain

Article 49. Shall the Town vote to appropriate an amount not to exceed \$220,000 from the Capital Reserve Account for a **plant upgrades** at the Wiscasset Wastewater Treatment Plant?

Board of Selectmen recommendation: 5-Favor 0-Opposed 0-Abstain
Budget Committee recommendation: -Favor 0-Opposed -Abstain

TOWN OF WISCASSET

Article 50. Shall the Town vote to appropriate an amount not to exceed \$20,000 from the Capital Reserve Account to purchase a Harbormaster/Fire Department **Rescue Boat**?

Board of Selectmen recommendation: 5-Favor 0-Opposed 0-Abstain
 Budget Committee recommendation: -Favor 0-Opposed -Abstain

Article 51. Shall the Town vote to appropriate an amount not to exceed \$10,000 from the Capital Reserve Account to purchase **Overhead Door Openers** at the Wiscasset Fire Department

Board of Selectmen recommendation: 5-Favor 0-Opposed 0-Abstain
 Budget Committee recommendation: -Favor 0-Opposed -Abstain

Article 52. Shall the Town vote to appropriate the sum \$40,464 from the Capital Reserve Account for the purpose of paying the tenth and final **annual payment of a ten-year General Obligation Bond for the Municipal Pier Debt**?

Board of Selectmen recommendation: 5-Favor 0-Oppose 0-Abstain
 Budget Committee recommendation: -Favor 0-Oppose -Abstain

Article 53. Shall the Town vote to appropriate the sum \$65,000 from the Capital Reserve Account for the adjustment of manhole covers per terms of a **Utility Agreement with the Maine Department of Transportation**?

Board of Selectmen recommendation: 5-Favor 0-Opposed 0-Abstain
 Budget Committee recommendation: -Favor 0-Opposed -Abstain

~~Article 54. Shall the Town vote to appropriate the sum of \$145,000, if needed, from the Capital Reserves Account for Town's share of the **Wiscasset Municipal Airport runway reconstruction project**?~~

~~Board of Selectmen recommendation: -Favor 0-Opposed 0-Abstain
 Budget Committee recommendation: -Favor 0-Opposed -Abstain~~

~~Article 55. Shall the Town vote to appropriate \$12,000 from the unexpended balance of the FY '21 capital improvement projects to equip the **new police cruiser purchased in 2021**.~~

~~Board of Selectmen recommendation: -Favor 0-Opposed 0-Abstain
 Budget Committee recommendation: -Favor 0-Opposed -Abstain~~

DEBT SERVICE

Article 56. Shall the Town vote to raise and appropriate \$231,868 for **Debt Service?**

Tax Anticipation Note Interest & Bond Counsel	\$ 10,000
Taxable General Obligation Bond	\$221,868
(For RSU withdrawal)	
Total	\$231,868

Board of Selectmen recommendation: 5-Favor 0-Opposed 0-Abstain
 Budget Committee recommendation: -Favor -Opposed -Abstain

Article 57. To see if the Town will fix Thursday, October 21, 2021 and Thursday, April 21, 2021 as the dates when semi-annual tax payments are due and payable and instruct the Tax Collector to charge interest at the rate of **6% per annum** on all taxes unpaid after said dates?

Article 58. Shall the Town vote to authorize the Tax Collector to enter into standard agreement with taxpayers establishing a "tax club" payment plan for commercial and/or residential real estate property taxes, whereby:

1. The taxpayer agrees to pay specified monthly payments to the Town based on his/her estimated and actual tax obligation for current year real estate property taxes:

TOWN OF WISCASSET

2. The Town agrees not to charge interest on timely payments made pursuant to the tax club agreement;
3. The Town authorizes the Tax Collector to accept tax club payments for current year taxes which may be due prior to the commitment of those taxes;
4. The agreement is automatically terminated if a scheduled payment is late, and the taxpayer then becomes subject to the same due date(s) and interest date(s) and rate as other taxpayers who are not participating in a tax club program; and
5. Taxpayers wishing to participate in a tax club for a particular property tax year shall enter an agreement with the town by a publicly-advertised deadline determined by the Tax Collector.

Article 59. Shall the Town vote to approve the following:

A. To pay interest at **1.50% per annum** on any amount overpaid on property taxes as noted in M.R.S.A. Title 36, Section 506-A, and to authorize such interest paid or abatements granted to be appropriated from overlay funds or, if necessary, from undesignated fund balance;

B. To authorize the payment of tax abatements and applicable interest approved by the Selectmen/Board of Assessors from the overlay;

C. To authorize the Tax Collector to accept pre-payment of property taxes, with no interest to be paid on the same;

D. To authorize the Selectmen, on behalf of the Town, to sell and dispose of any real estate acquired by the Town for non-payment of taxes thereon, on such terms as they may deem advisable, and in accordance with Maine law, and to execute quit claim deeds for such property. Property that, in the opinion of the Selectmen, best serves the interest of the Town by remaining Town-owned property need not be sold, unless otherwise provided by Maine law;

E. To authorize the Selectmen to expend additional funds received from federal, state and other sources during the year for Town purposes provided such additional funds do not require the expenditure of local funds not previously appropriated;

F. To authorize the Selectmen and Treasurer, on behalf of the Town, to accept gifts, real estate and other funds including trust funds that may be given or left to the Town and to apply these funds to the accounts the Selectmen deem appropriate;

G. To authorize the Selectmen to sell or dispose of various items, except real estate, that serve little or no purpose in the operation of the Town, and to apply the proceeds from these sales to the accounts the Selectmen deem appropriate;

H. To authorize the Selectmen to apply for and accept State and Federal grants, including Community Development Block Grant (CDBG) applications, and grants from non-profit organizations, donations or revenues, on the Town's behalf for municipal purposes, including, when necessary, the authority to sign grant contracts, documents or other paperwork and to accept the conditions that accompany grant funds and to appropriate and expend grant funds and/or funds for authorized purposes as the Board of Selectmen deems to be in the best interest of the Town during the fiscal year.

I. To see if the Town will authorize the Board of Selectmen to transfer and expend the appropriate funds from taxes and personal property revenue in accordance with the Tax Increment Financing (TIF) agreement for repayment of taxes and for economic development purposes from the Tax Increment Finance (TIF) District Account, consistent with 30-A M.R.S.A. §5221-5250-T.

TOWN OF WISCASSET

- Article 60. Shall the Town authorize the Selectmen to carry any unexpended balance as they deem advisable and to authorize the Selectmen to set at a later date the amount of undesignated fund balance, if any, to be used to reduce property tax assessment?
- Article 61. Shall the Town vote to appropriate monies received from the State of Maine refund of snowmobile registration fees to the Wiscasset Sno-Goers for the purpose of maintaining snowmobile trails in Wiscasset?

ORDINANCE QUESTIONS

- Article 62. Shall an ordinance entitled "Solar Energy Systems" be enacted?

A copy of the proposed Solar Energy Systems Ordinance is on file with the Town Clerk.

- Article 63. Shall an ordinance entitled "Maine Uniform Building and Energy Code (MUBEC), as adopted by the Maine Department of Public Safety's Building Codes and Standards Board, be adopted by reference, as authorized by 10 M.R.S. § 9724 (1-A) and 30-A M.R.S. § 3003. The penalty for violation of any provision of MUBEC shall be as provided by 30-A M.R.S. § 4452. A copy of MUBEC is and shall remain on file with the municipal clerk and is available for public use, inspection and examination.

- Article 64. Shall the Building Laws Article II be amended as follows?

Section 1.1.1-Whoever intends to erect a building or structure, or locate a mobile home or change the outside dimensions of a building or structure, make structural changes or repairs or do other work to a building or structure that requires compliance with specific state or federal codes or town ordinances, shall not begin until the Code Enforcement Officer has issued a building permit. The Code Enforcement Officer shall issue a building permit only if he has received a building permit application form stating the exact location, dimensions, height and other sufficiently detailed plans and specifications to enable him to determine that the proposed work will comply with applicable town ordinances and building codes, the Maine Universal Building and Energy Code (MUBEC) and other state and federal laws and building codes. Copies of all building permits shall be on file at the Town Office in Town Clerk's files and shall be available to the public during the clerk's working hours.

- Article 65. Shall the Building Laws Article II be amended as follows:

2.12.1 CERTIFICATE OF OCCUPANCY

2.12.1 The Code Enforcement Officer must issue a Certificate of Occupancy before any residential or non-residential structures, buildings, accessory outbuildings or land which required Planning Board or Appeals Board approval are occupied for that use for which the approval was given. The Code Enforcement Officer shall issue the certificate when the Code Enforcement Officer determines that the structure, building, accessory outbuilding or land, and the occupancy thereof, comply with the provisions of Wiscasset's Ordinances and with all provisions of any order by the Planning Board or Appeals Board.

2.12.2 The Code Enforcement Officer may issue a temporary certificate of occupancy for all or part of a residential or non-residential building or structure.

TOWN OF WISCASSET

Article 66. Shall the Ordinance Glossary be amended as follows:

HOME OCCUPATION: An occupation or profession which is customarily conducted on or in a residential structure or property and which is 1) clearly incidental to and compatible with the residential use of the property and surrounding residential uses; and 2) which employs no more than three (3) persons other than family members residing in the home. A retail sales outlet does not qualify as a home occupation unless the item sold is a product of the owner's labor, e.g. manufactured, created, produced, grown or caught.

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

Hereof, fail not, and due return make of this warrant to the Selectmen or Town Clerk, with your doings thereon, on or before the time of holding said meeting.

Given under our hands this ____ day of April, 2021.

Pamela J. Dunning, Chairman

Katharine G. Martin-Savage, Selectman

Jefferson A. Slack, Selectman

Sarah M. Whitfield, Selectman

Kimberly H. Andersson, Selectman

True Attest Copy: _____

Posted on: _____

16 SOLAR ENERGY SYSTEMS

16.1 Purpose and Intent

The purpose of this ordinance is to facilitate the effective and efficient use of solar energy conversion systems. The intent is to maintain the natural systems of the site, to encourage the development of solar energy systems and to protect the public health, safety, and welfare of Wiscasset citizens.

16.2 Authority

The Wiscasset Planning Board is vested with the authority to review and approve, conditionally approve, or reject any application for the installation of solar energy systems, expansion of any existing solar energy conversion system, or installation of any associated facilities.

16.2.1 The Planning Board reserves the right to hire independent third-party consultants to review array proposals to determine the impact to surrounding properties or public safety implications or resolve any other issues regarding the proposal.

16.2.2 In the event the Planning Board requires expert opinions, advice, or testimony during the course of reviewing the application, it shall use due diligence to obtain and utilize free services from governmental or non-profit sources.

16.2.3 Should the Planning Board be unable to obtain and utilize free services, it shall require the applicant to pay for such services, after giving notice to the applicant of the name of the expert, the area of qualification of the expert, and the purpose for which the expert is required and the approximate cost of the expert.

16.2.4 The applicant shall have the right to request an opportunity to meet with the Planning Board to arrange a schedule for payment of the costs.

16.2.5 The applicant shall have the right to request a public hearing before the Appeals Board to determine if the experts, as noticed by the Planning Board, are necessary to a determination of any issue properly before the Planning Board, and if the approximate costs of the expert are reasonable.

16.2.6 The applicant shall request the hearing within 10 days of receipt of the notice establishing the necessity and costs of any independent third-party consultant, or such time as is agreed to by the Planning Board and the applicant.

16.2.7 It shall be the applicant's burden to prove that the requested expert is unnecessary, or that the cost is not reasonable.

-16.3 Conflict

This Ordinance is not intended to interfere with, abrogate or annul any other ordinance, rule, regulation, statute, or other provision of the law except as specifically provided in this ordinance. If any provision in this ordinance imposes restrictions different from any other ordinance, rule, regulation, statute or other provision of the law, the provision that is more restrictive or imposes higher standards shall control.

16.4 Severability

If any section, clause, or provision of this Ordinance is declared unconstitutional or otherwise invalid by a court of competent jurisdiction, said declaration shall not affect the validity of the remainder of this ordinance as a whole or any part thereof, other than the part so declared to be unconstitutional or invalid.

16.5 Definitions

Unless specifically defined below, words and phrases used in this ordinance shall have the same meaning as they have at common law and give this ordinance its most reasonable application. Words in the present tense include the future, the singular number includes the plural and the plural number includes the singular. The word "may" is permissive; "shall" is mandatory and not discretionary.

SOLAR ENERGY CONVERSION SYSTEM: A system with a facility size less than 40,000 square feet.

SOLAR ENERGY: Electromagnetic energy transmitted from the sun (solar radiation). The amount that reaches the earth is equal to one billionth of total solar energy generated, or the equivalent of about 420 trillion kilowatt-hours.

SOLAR ENERGY CONVERSION SYSTEM (GROUND-MOUNTED):A solar energy conversion system that converts solar energy to electric or thermal energy. Solar energy conversion systems are further categorized into three types based on the size of the facility. Facility size is measured by calculating the square footage of the projection of solar panels at maximum tilt on the ground below

16.6 Site Plan Application and Review.

16.6.1 Applicability

a. Roof-mounted systems and small-scale ground-mounted systems are not subject to Site Plan Review.

b. All other ground-mounted solar energy systems, expansion of any existing solar energy conversion system or installation of any associated facilities shall be approved under this ordinance. In addition, the applicant shall submit a complete Site Plan application, a building permit and any other necessary town or state approvals prior to installation.

16.6.2 Submission Requirements: In addition to the site plan submissions required in 16.7.1, the following plans and supporting materials shall be submitted.

- a. An Operations, Maintenance and Decommissioning Plan, providing:
- i. description of the regular operation and maintenance of the facility, including the frequency and scope of regular inspections and the frequency and method of vegetation management,
 - ii. the timeline and process of decommissioning of the system,
 - iii. an engineer's estimate for the cost of decommissioning of the system.
 - iv. the amount of the guarantee equal to the estimated removal cost, provided by the applicant and certified by a professional array construction company.
 - v. a revised removal cost estimate and structural evaluation prepared by a professional civil engineer licensed in Maine or a professional civil engineer licensed in Maine or a professional array construction company every five (5) years from the date of the Planning Board's approval of the site plan.
 - vi. if the cost has increased more than fifteen (15) percent, the owner of the facility shall provide additional security in the amount of the increase. The applicant may also request adjustments in the guarantee.
 - vii. types and contents of guarantee
 - (a) Interest-bearing Escrow Account – a cash contribution equal to the estimated removal cost or the establishment of an escrow account shall be made by either a certified check made out to the Town, direct deposit into a savings account, or purchase of a certificate of deposit. For any account opened by the applicant, the Town shall be named as owner or co-owner, and consent of the Town shall be required for a withdrawal. Any interest earned on the escrow account shall be returned to the applicant unless the Town has found it necessary to draw on the account, in which case the interest earned shall be proportionately divided between the amount returned to the applicant and the amount withdrawn to complete the required work.
 - (b) Performance Bond – a performance bond shall detail the conditions of the bond, the method for release of the entire bond or portions of the bond to the Town, and the procedures for collection by the municipality. The bond documents shall specifically reference the array facility for which approval is sought.
 - (c) Irrevocable Letter of Credit from a bank or other lending institution shall indicate that funds have been set aside for the removal of the array facility and may not be used for any other project or loan.
- b. Solar System specifications, including manufacturer, model, and facility size.

c. Certification that layout, design and installation conform to and comply with all applicable industry standards such as the National Electrical Code (NEC/NFPA-70), the American National Standards Institute (ANSI), the Underwriter's Laboratories (UL), the American Society for Testing and Materials (ASTM), the Institute of Electric and Electronic Engineers (IEEE), the Solar Rating and Certification Corporation (SRCC), the Electrical Testing Laboratory (ETL), and other similar certifying organizations, the Maine Uniform Building and Energy Code (MUBEC), fire and life-safety codes (NFPA 1 and NFPA101), and any other standards applicable to solar energy conversion systems.

d. Certification that the project complies with the utility notification requirements contained in Maine law and accompanying regulations through the Maine Public Utility Commission, unless the applicant intends, and so states on the application that the system will not be connected to the electricity grid.

e. An Emergency Action Plan approved by the Wiscasset Fire Chief or designee. The solar system owner or project proponent shall provide a copy of the Site Plan application to the Fire Chief for review and comment. The Fire Chief shall base any recommendation for approval or denial of the application upon review of the fire safety of the proposed system.

16.7 Dimensional Standards

16.7.1 Height – Solar Energy Conversion Systems shall be subject to the building height limitation of 20 feet.

16.7.2 Setbacks – Solar energy Conversion Systems shall be subject to the setbacks of from the property lines equal to the required minimum setback of the district in which it is located plus ten (10) feet for each 100,000 square feet or fraction thereof of array collector surface area.

16.7.3 Open space ratio and impervious calculations - Solar Energy Conversion Systems shall not be included in calculations for open space or impervious cover.

16.7.4 Lot Coverage - The maximum surface area of a ground or pole-mounted panel system, regardless of the mounted angle, shall be calculated as part of the overall lot coverage.

16.7.4 Design Standards – Installations shall not obstruct solar access to neighboring properties and shall be a nonreflective color that blends the system and its components into the surrounding landscape to the greatest extent possible and incorporates non-reflective surfaces to minimize any visual disruptions.

16.8 Siting and Impact

16.8.1 Solar panels are designed to absorb (not reflect) sunlight; and, as such, solar panels are generally less reflective than other varnished or glass exterior housing pieces. However, solar energy conversion systems should be sited to minimize or negate any solar glare onto nearby properties or roadways without unduly affecting the functionality or efficiency of the solar energy conversion system.

16.8.2. Preference should be given to locating the system on previously developed, degraded, or marginally productive portions of the property. No topsoil or prime agricultural soil shall be removed from the site for the installation of the system, except as necessary to comply with this section or other applicable laws.

16.9 Design

16.9.1 Reasonable efforts, as determined by the approval authority, shall be made to place all utility connections underground, depending on appropriate soil conditions, shape and topography of the site and any requirements of the utility provider. Electrical transformers for utility interconnections may be above ground if required by the utility provider.

16.9.2 Site lighting shall be limited to that required for safety and operational purposes and shall meet the performance standards for the same in Article VIII. 9.E (4)

16.9.3 Signage and advertising shall be limited to that which provides identification and contact information of the owner and/or operator or which provides safety or warning messages to the public.

16.9.4 If the facility is fenced, fencing shall be elevated a minimum of six (6) inches to allow for passage of small terrestrial animals.

16.9.5 Solar Energy Conversion Systems shall maintain a clear area of ten (10) feet around the perimeter of the installation.

16.9.6 Visual Impact: Reasonable efforts, as determined by the Planning Board shall be made to minimize undue visual impacts by preserving native vegetation, screening abutting properties or other appropriate measures, including adherence to height standards and setback requirements.

16.10 Vegetation Management Plan. Operators shall submit a vegetation management plan approved by the Wiscasset Fire Chief or designee. The plan must indicate that the vegetation growth will be maintained under and around the installation at levels needed to reduce the risk of ignition from the electrical system while minimizing mowing to the extent practicable. Native, pollinator-friendly seed mixtures shall be used. Herbicide and pesticide application is prohibited.

16.11 Standards for roof-mounted and ground-mounted energy systems

16.11.1 Roof-mounted and building-mounted solar energy systems and equipment are permitted by right, unless they are determined by the Code Enforcement Officer and the Fire Chief to present one or more unreasonable safety risks, including, but not limited to, the following:

- a. Weight load;
- b. Wind resistance;

c. Ingress or egress in the in the event of fire or other emergency; or
d proximity of a ground-mounted system relative to buildings.

- 16.11.2 All solar energy system installations shall be installed in compliance with the photovoltaic systems standards of the latest edition of the National Fire Protection Association (NFPA1).
- 16.11.3 All wiring shall be installed in compliance with the photovoltaic systems standards of the latest edition of the National Electric Code (NFPA70).
- 16.11.4. Before operation, electrical connections shall be inspected and approved by the State Electrical Inspector.
- 16.11.5 Approval under this article is conditional upon compliance with all other provisions of the Land Use Ordinance, the Maine Plumbing and Electrical Codes, Natural Resources Protection Act, Site Law, Stormwater Management Law, or other applicable regulations and requirements of the local utility if an array is to be connected to any existing electric grid.
- 16.11.6 An array shall not be constructed until the Site Plan has been approved by the Planning Board and a Building Permit has been issued by the Code Enforcement Officer and all time for appeal by others has expired during which no appeal has been filed.
- 16.11.17 All arrays shall be operated and located such that no disruptive electromagnetic interference with signal transmission or reception is caused beyond the site. If it has been demonstrated that the system is causing disruptive interference beyond the site, the system operator shall promptly eliminate the disruptive interference or cease operation of the system.
- 16.11.18 All on-site electrical wires or piping associated with the system shall be installed underground except for "tie-ins" from above-ground mounted installations and to public utility company transmission poles, towers and/or lines. This standard may be waived by the Planning Board if the project terrain is determined to be unsuitable for underground installation.
- 16.11.19 The array site shall not display any permanent or temporary signs, writing symbols, logos, or any graphic representation of any kind except appropriate manufacturer's or installer's identification and warning signs.
- 16.11.20 Array placement must be designed to minimize or negate any solar glare onto nearby properties, airports, or roadways.
- 16.11.21 If lighting is provided at site, lighting shall be shielded and downcast such that the light does not spill onto the adjacent parcel or the night sky. Motion sensor control is preferred.
- 16.11.22 Any point of potential contact of people or animals with generated electric current must be secured.

16.11.23 The boundaries of any array that border any road or any abutting residential dwelling lot shall consist of a vegetated buffer the width of the required setback along that border in addition to any fence that may be erected. Existing vegetation should be used to satisfy these planting requirements where possible. No vegetation or fence shall interfere with a required clear sight triangle at a driveway or intersection. Berms with vegetation are encouraged as a component of any buffer, and the Planning Board may allow up to 15% reduction in the required buffer width with a berm.

16.11.24 Arrays covering permanent parking lots and other hardscape areas approved by the Planning Board are encouraged in order to limit the amount of stormwater flowage. Such installations may have the vegetated buffer requirements substituted by the buffer requirements of the overall project at the discretion of the Planning Board.

16.11.25 If electric storage batteries are included as part of any array system, they must be installed according to all requirements set forth in the National Electric Code and State Fire Code when in operation. When no longer in operation, the batteries shall be disposed of in accordance with the laws and regulations of the Town of Wiscasset and any other applicable laws and regulations relating to solid, special, or hazardous waste disposal.

16.11.26 Financial gain from “net metering” for electric power is not considered a commercial activity if the benefits of it are for private use.

16.11.27 Collective or cooperative arrays are not considered commercial if they benefit only the collective or cooperative owners.

16.12 Surety

16.12.1 The applicant shall provide financial assurance for the decommissioning costs in the form of a performance bond, surety bond or ‘evergreen’ letter of credit, for the total cost of decommissioning. The financial assurance mechanism shall be effective prior to the commencement of construction.

16.12.2 The value of the surety shall be based on a professional engineer’s estimate submitted by the applicant and approved by the Planning Board. The Town may hire, at the applicant’s expense, a qualified professional to review the engineer’s estimate.

16.12.3 Every five years after the initial effective date of the surety, the owner shall submit an updated engineer’s estimate and surety to the Town for review and approval. The Town may hire, at the applicant’s expense, a qualified professional to review the engineer’s estimate.

16.12.4 The Planning Board may modify or waive the requirement for surety when the Planning Board determines that because of the special circumstances of the site or project, such application requirements or standards would not be applicable or would be an unnecessary burden upon the applicant and not adversely affect the general health, safety, and welfare of the Town.

- 16.13 Removal and Decommissioning Requirements. Any solar energy system which has reached the end of its useful life or has been abandoned consistent with this Section shall be removed. The owner or operator shall physically remove the installation no more than 150 days after the date of discontinued operations. The owner or operator shall notify the approval authority by certified mail of the proposed date of discontinued operations and plans for removal. Decommissioning shall consist of:
- 16.15.1 Physical removal of all solar energy systems, structures, equipment, security barriers and transmission lines from the site.
 - 16.15.2 Disposal of all solid and hazardous waste in accordance with local, state, and federal waste disposal regulations.
 - 16.15.3 Stabilization of the site to minimize erosion. The approval authority may allow the owner or operator to leave landscaping or designated below-grade foundations in order to minimize erosion and disruption of extant vegetation.
 - 16.15.4 Re-vegetation. Native, pollinator-friendly seed mixtures shall be used.
- 16.16.2 All removal and decommissioning shall occur within 12 months of the facility ceasing to operate.
- 16.16 Abandonment absent notice of a proposed date of decommissioning or written notice of extenuating circumstances. The solar energy system shall be considered abandoned when it fails to operate for more than one year without the written consent of the approval authority. If the owner or operator of the solar energy system fails to remove the installation in accordance with the requirements of this section within 150 days of abandonment or the proposed date of decommissioning, the town retains the right to enter and remove an abandoned, hazardous, or decommissioned solar energy system. As a condition of the site plan approval, the applicant and landowner shall agree to allow entry to remove an abandoned or decommissioned installation. Any unpaid costs associated with the removal after one year of removal shall be enforced as a tax lien placed on the real estate of the array site.



STATE OF MAINE
 DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY
 ANIMAL WELFARE PROGRAM
 28 STATE HOUSE STATION
 AUGUSTA, MAINE 04333-0028



JANET T. MILLS
 GOVERNOR

AMANDA E. BEAL
 COMMISSIONER

2020 Animal Control Officer Survey

Reporting Town/ City: WISCASSET
 Person Completing Survey: CANDACE WALL Title: ACO
 Contact Info: _____ Email: CWALL@LINCOLNSO.ME
 ACO name and contact number if different from Person entering information: _____
 Email: _____

Complaint Type	Number of Complaints	Number of Violations Issued
7 § 3911 Dog At Large	41	3
7 § 3921 License Necessary	1	
7 § 3952 Keeping a Dangerous Dog*	1	
Number of Dangerous dog by court order		
Number of Nuisance dogs by court order		
7 § 3916 Rabies Vaccinations		
Number of Dog (Unvaccinated) violations		
Number of Cat (Unvaccinated) violations		
7 § 4041 Animal Trespass Complaints		
7 § 4042 Stray Livestock Complaints	12	
7 § 3919-B Owner Institutionalized		
7 § 4011 Cruelty to Animals	6	
7 § 4019 Removal of animals from Unattended Motor Vehicle	2	
22 § 1313 Suspect Rabid Animals	1	
General Cat Complaints	23	
Wildlife Related Calls	2	
Municipal Violations**		
Total number of Complaints for 2020	0 94	0

LIAM HUGHES, DIRECTOR
 ANIMAL WELFARE PROGRAM
 90 BLOSSOM LANE, DEERING BUILDING



PHONE: (207) 287-3846
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 WWW.MAINE.GOV/DACF

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Town of Wiscasset

Office of the Town Manager

March 30, 2021

To: Wiscasset Board of Selectmen

Ref: Town Manager's Report

It is been a very busy few weeks in the town office. Work has been continuing on getting the budget and town meeting warrant completed in a timely fashion and at the same time avoiding the issues of last year. I know the desire was to have everything we wanted to accomplish on this warrant but the simple fact of the matter is we cannot. The marijuana ordinance will not be completed in time. If we wish to push forward with that initiative this year it will require a special town meeting.

I have received an Animal Control Officer Survey from the Lincoln County ACO. It gives a breakdown of the number and types of calls in Wiscasset for 2020. It is included in your packet for reference and provides the framework for what the town is paying for.

The DEP conducted a compliance inspection of the town's permitted snow dump site at the pier. The inspection noted the site was "free of debris, with no evidence of any environmental impact..." Their only concern was for the town to send them an updated Best Management Practices policy. The entire inspection report is on file in the town manager's office if anyone wishes to review it. Kudos to Ted and his crew for a good job.

The town has been audited by the Bureau of Motor Vehicles for compliance with the BMV registration processing rules and regulations. In speaking with the auditor the types of mistakes noted were fairly typical. I have discussed the findings with Linda and have instituted an action plan that includes refresher training on processing BMV registrations. To be more efficient and evenly distribute the workload of the front office staff I am considering moving the responsibility of the Motor Vehicle Registration Agent to the Tax Collector.

As I pointed out in an email 03/04/2021, there was a question as to whether or not the Board had the authority to lease the airport property to Cenergy for the solar project. I did finally locate a warrant article from 1990 that authorized the Board to lease airport property, but only for the purpose of the construction of hangars. So the town would need to authorize the Board to negotiate any lease. For efficiency sake I have added this question to your agenda for consideration to include on the June warrant. This way if, and when, the time comes to enter into negotiations we will not need to call a special town meeting.

I am also asking the Board to include on the warrant an article to allow the Board to expend 3/12ths of the previous year's budget on any cost center that may fail to pass. Additionally I am asking to include an article to allow the Board to expend \$12,000 from unexpended capital funds to equip the new cruiser and appropriate \$145,000 from capital to cover the town's share of the airport runway reconstruction. This money may not be needed as it appears that the federal government will be funding this at 100% using stimulus money, but final determination has not yet been handed down.

Police union contract negotiations are now underway.