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WISCASSET SELECTBOARD,
TAX ASSESSORS AND OVERSEERS OF THE POOR
APRIL 5, 2022
IN PERSON AND VIA ZOOM

Preliminary Minutes

Present: Kim Andersson, Pam Dunning, Terry Heller, Vice Chair Dusty Jones, Chair Sarah Whitfield, and Town Manager Dennis Simmons

Chair Sarah Whitfield called the meeting to order at 6:03 p.m.

1. Pledge of Allegiance

2. Approval of Treasurer's Warrants

a. Payroll Warrants: **Pam Dunning moved to approve the Treasurer's warrants of March 18, March 25, and April 1, 2022. Vote 5-0-0.**

b. Accounts Payable Warrants: **Pam Dunning moved to approve the accounts payable warrants of March 22, March 29, and April 5, 2022. Vote 5-0-0.**

3. Approval of Minutes

Terry Heller moved to approve the minutes of March 15, 2022, as amended. Vote 4-0-1 (Andersson abstained).

4. Special Presentations or Awards – none

5. Committee Appointments

Pam Dunning moved to approve the appointments of Peter McRae to the Planning Board, Michael Costigan to the Airport Committee, and Peter Wells to the Cemetery Committee. Vote 5-0-0.

6. Public Hearings

a. Liquor Licenses: Bath Ale Works, 681 Bath Road. **Pam Dunning moved to open the public hearing at 6:07 p.m. Vote 5-0-0.** There was no discussion. **Pam Dunning moved to close the public hearing at 6:08 p.m. Vote 5-0-0.** **Terry Heller moved to approve the Liquor License application of Bath Ale Works located at 681 Bath Road. Vote 5-0-0.**

b. Proposed new harbor fees: **Pam Dunning moved to open the public hearing at 6:09 p.m. Vote 5-0-0.** Tom Jewett, member of the Budget Committee and President of the Wiscasset Yacht Club, spoke in opposition to the proposed increase in harbor fees. He said the 150% proposed increase for residents and 100% increase for non-residents in a single year were too much and would create a hardship for recreational boaters. He said the increase could backfire and drive boaters to other towns where the fees were less. Several other speakers opposed the increase which would make Wiscasset's fees the highest in the area. **Pam Dunning moved to close the public hearing at 6:16 p.m. Vote 5-0-0.** Kim Andersson said she was not in favor of the increases in harbor fees and asked that the proposal be sent

back to the Waterfront Committee. Terry Heller said there were reasons for the recommendations, and the decision to raise the fees was not made lightly. After discussion, **Pam Dunning moved to send this information back to the Waterfront Committee and have them get back to us. Vote 5-0-0.**

7. Public Comment

Jorge Pena asked that the police monitor the speeding on Gardiner Road and Federal Street where children and adults are facing danger. Dennis Simmons said that Chief Hesseltine has been working on a pilot program with the State to install digital signs on Federal Street and both sides of Route One and marking red painted squares on the roads highlighting the need to slow down.

8. Department Head or Committee Chair

9. Unfinished Business

a. Budget Discussion: Three accounts had not been approved – Planning, Parks and Recreation and Community organizations.

Community Organizations: Lifelight of Maine, Waldo Community Action Partners and Spectrum Generations had been added to community organizations. **Pam Dunning move to approve the Community Organization warrant question in the amount of \$71,737. Vote 5-0-0.**

Parks and Recreation: There was no change in the Parks and Recreation budget since the first meeting. **Pam Dunning moved to approve the parks and recreation budget of \$177,185 Vote 5-0-0.**

Planning: Lincoln County Regional Planning Commission has indicated they will be willing to spend an additional four hours per week on economic development and grants. There was a consensus to stay with Lincoln County Regional Planning for the next year and explore hiring a planner for the following year. **Pam Dunning moved to approve the planning budget at \$50,000.**

Cemetery: **Pam Dunning moved to approve the cemetery budget on the town warrant of \$178,185. Vote 5-0-0.**

Projected revenue to date is 97%. **Pam Dunning moved to approve the revenue as projected. Vote 5-0-0.**

Recreational pier expansion (but not white's island): \$2,168,500.

Dan Lay from H. M. Payson who has handled reserve and endowment accounts for the town since 2011 said the investment policy, formulated by the Investment Committee, recommended keeping a moderate or sustainable spending level at to 4.5% in order to grow the accounts over time. He gave a brief summary of the activity since he has been working with the Town. Historically, the Town was able to adhere to the spending policy for the most part. With the inflation rate now at 6-8%, if it's necessary to exceed the spending limit, Lay advised taking some funds from the portfolio and borrowing at rates below the inflation rate. However, he said it will be difficult to generate returns as in the past.

Community center parking lot: Public Works Director Ted Snowden advised putting money into roads instead of the Community Center parking lot. He said the roads were in worse shape than the parking lot and the parking lot can be done in the future.

Matching for recreational pier grant: With regard to improvements at the recreational pier, Kim Dolce said the Town was not in the business of running a marina and suggested that the Waterfront Committee explore private for-profit firms for the improvements.

White's Island: Peter Wells updated the board on the plans for White's Island which had been adjusted to meet the public's concerns. An ecologically based storm water management plan to treat the water was added to the plan. The playground was removed and replaced with a garden area and an overlook fishing and seating area. Several options for parking were proposed either at the Pleasant Street extension or on town-owned property on Fore Street with drop-off areas for those with disabilities. The parking areas would be buffered and the plans included plantings and walkway to the bridge. Wells said he had met with Lincoln County Regional Planning Commission on the proposal. The budget is \$582,000 for Phase 1 which includes the bridges, railroad crossing and creating a small walkway encircling White's Island. He requested matching funds of \$291,000 for Phase I from the Town if the grant for that amount is awarded.

Sarah Whitfield clarified that if a grant for phase I was granted, the Town could also apply for a grant for phase 2. The Town's contribution could include in kind services such as \$24,000 for Wells' time and referred the board to Duane Goud for other possible contributions. Dusty Jones asked why the proposal was being brought up now. Wells replied that the project had been around since 2004 and although there would be no direct revenue, it would attract people from outside and would be a recreational resource. Kim Andersson pointed out that the plan will be presented to the voters. Terry Heller said that the bridges are a hazard and eyesore, and the Town has been derelict in taking care of its property.

Speakers in opposition to the plan commented that the island should remain a quiet place for Wiscasset residents, not an attraction and parking for people from out of town. They pointed out that although the bridges needed repair for access, White's Island should be kept as a sanctuary. There was objection to the planned parking, and it was mentioned that one of the projected parking areas is not owned wholly by the Town but partly by an abutter. Residents of the immediate area had had no notice of the proposed plan. Cost of maintenance and police supervision was also mentioned as a downside to the plan. It was pointed out that the Town needed a planner to look into both the waterfront improvements and the plan for White's Island, that public hearings be held, followed by a plan for which proposals would be advertised. Further comments included the opinion that preservation is better than providing a destination, and now is not the time for the Town to be spending money except for repair of roads and sidewalks.

Denis Simmons will put together some options for the matching grant. The proposal will be discussed at the next meeting on April 12 at 5:30 p.m. If necessary, the option can be postponed to the general election in November.

10. New Business

a. Resignations: **Terry Heller moved to approve the resignations of Anthony Rauseo from the Cemetery Committee and Terri Wells from the Cemetery Committee with regret. Vote 5-0-0.**

- b. Appointment of Election Clerks: **Pam Dunning moved to appoint the Election Clerks as recommended by the Town Clerk. Vote 5-0-0.**
- c. Correspondence: Letter from Nancy Roby regarding public restrooms.
- d. Request to revive Conservation Commission – Leslie Roberts: In response to the request, Pam Dunning asked to see a description of the duties and policy of the commission.
- e. Juneteenth Holiday: This is a state and federal holiday which some towns have chosen to celebrate. The schools will be closed. **Terry Heller moved that the Town observe the holiday. Vote 5-0-0.**
- f. Sewer Abatement – Andree Baston-Dixon: **Pam Dunning moved to approve the sewer abatement for Andree Baston Dixon. Vote 5-0-0.**
- g. Update Property/Facility Use Policy: The policy states that temporary use of the town property with the exception of the Community Center is only allowed after approval by the Selectboard. The use of the Community Center must be approved by the Community Center Director. One-day or shorter events may be approved by the Town Manager. **Pam Dunning moved to approve the Property/Facility Use Policy. Vote 5-0-0.**

11. Town Manager’s Report

12. Assessors’ Business

- a. Abatement: **Pam Dunning moved to approve the abatement for Kazy, LLC on Map R04 Lot 5 in the amount of \$775.09. Vote 5-0-0.**

13. Other Board Business

A representative of the Art Gallery described the drainage problems being experienced by the structure. The gallery has received a \$15,000 Grant and the gallery will contribute the additional \$7,500 needed to resolve the issue. There will be no alternations to the building. **Pam Dunning moved to approve. Vote 5-0-0.**

14. Adjournment

Pam Dunning moved to adjourn the meeting at 8:19 p.m. Vote 5-0-0.

3b

WISCASSET SELECTBOARD,
TAX ASSESSORS AND OVERSEERS OF THE POOR
APRIL 12, 2022
IN PERSON AND VIA ZOOM

Preliminary Minutes

Present: Kim Andersson, Pam Dunning, Terry Heller, Vice Chair Dusty Jones, Chair Sarah Whitfield, and Town Manager Dennis Simmons

Chair Sarah Whitfield called the meeting to order at 5:32 p.m.

1. Pledge of Allegiance

2. Unfinished Business

a. Budget discussion – Capital Improvement Projects: The chair announced that the White’s Island proposal had been pulled from the agenda and will not appear on the June warrant. The proposal will likely be brought back for the November warrant, but the delay will allow time to obtain updated costs for the railroad crossing and public meetings for community input.

Regarding the projected budget, Dennis Simmons explained that the recommended maximum, 4.5%, would be taken from the reserve accounts and the remainder needed for the budget (\$1,267,500) would be bonded over 10 years at 3.87% with an annual payment of \$155,701.

Simmons said that the Old Ferry Road contract bid received was \$1.2million more than budgeted, and he is trying to find funds other than tax dollars to fund the project. He said because Old Ferry Road could not be closed for the repairs, a new road has to be built for a bypass. Funding from other sources is being researched.

Article 7: Shall the Town vote to raise and appropriate \$198,940 for Town Office administration/Operations? Pam Dunning moved to approve as written. Vote 5-0-0.

Article 8: Shall the Town vote to raise and appropriate \$90,521 for the Airport. Pam Dunning moved to approve as written. Vote 5-0-0.

Article 9: Shall the Town vote to raise and appropriate \$17,050 for Animal Control: Pam Dunning moved to approve as written. Vote 5-0-0.

Article 10: Shall the Town vote to raise and appropriate \$7,244 for the Office of Assessment? Pam Dunning moved to approve as written. Vote 5-0-0.

Article 11: Shall the Town vote to raise and appropriate \$4,209 for Municipal Boards and Committees? Pam Dunning moved to approve as written. Vote 5-0-0

Article 12: Shall the Town vote to raise and appropriate \$22,975 for Celebrations? Pam Dunning moved to approve as written. Vote 5-0-0.

Article 13: Shall the Town vote to appropriate an amount not to exceed \$178,185 from the Perpetual Care Trust Fund for the care of Cemeteries? Pam Dunning moved to approve as written. Vote 5-0-0.

Article 14: Shall the Town vote to raise and appropriate \$98,739 for the Town Clerk/Excise Tax Collector/Registrar? Pam Dunning moved to approve as written. Vote 5-0-0.

Article 15: Shall the Town vote to raise and appropriate \$38,294 for Code Enforcement? Pam Dunning moved to approve as written. Vote 5-0-0.

Article 16: Shall the Town vote to raise and appropriate \$50,000 for Contingency? Pam Dunning moved to approve as written. Vote 5-0-0.

Article 17: Shall the Town vote to raise and appropriate \$248,250 for Contractual Services? Pam Dunning moved to approve as written. Vote 5-0-0.

Article 18: Shall the Town vote to raise and appropriate \$21,839 for Office of Elections? Pam Dunning moved to approve as written. Vote 5-0-0.

Article 19: Shall the Town vote to raise and appropriate \$759,553 for Emergency Medical Services? Pam Dunning moved to approve as written. Vote 5-0-0.

Article 20: Shall the Town vote to raise and appropriate \$275,932 for Office of Finance/Tax Collector? Pam Dunning moved to approve as written. Vote 5-0-0.

Article 21: Shall the Town vote to raise and appropriate \$155,708 for the Fire Department? Pam Dunning moved to approve as written. Vote 5-0-0.

Article 22: Shall the Town vote to raise and appropriate \$25,171 for General Assistance? Pam Dunning moved to approve as written. Vote 5-0-0.

Article 23: Shall the Town vote to raise and appropriate \$84,240 for Municipal Building Maintenance/Operations? Pam Dunning moved to approve as written. Vote 5-0-0.

Article 24: Shall the Town vote to raise and/or appropriate \$129,009 for Municipal Insurances?

Municipal Property/Casualty	\$41,972
Unemployment Insurance	\$14,653
Workers' Compensation Insurance	<u>\$72,384</u>
	\$129,009

Pam Dunning moved to approve as written. Vote 5-0-0.

Article 25: Shall the Town vote to appropriate \$44,496 for the payment of retiree health insurance premiums, the funds to come from the Health Insurance Reserve Account. Pam Dunning moved to approve as written. Vote 5-0-0.

Article 26: Shall the Town vote to raise and appropriate \$977,546 for the Parks & Recreation Department? Pam Dunning moved to approve as written. Vote 4-1-0.

Article 27: Shall the Town vote to raise and appropriate \$50,000 for Planning Services? Pam Dunning moved to approve as written. Vote 5-0-0.

Article 28: Shall the Town vote to raise and appropriate \$674,035 for the Police Department? Pam Dunning moved to approve as written. Vote 5-0-0.

Article 29: Shall the Town vote to raise and appropriate \$86,253 for the Police Department School Resource Officer (SRO): Pam Dunning moved to approve as written. Vote 4-1-0.

Article 30: Shall the Town vote to raise and appropriate \$365,093 for Public Utilities?

Street Lights	\$58,149
Christmas Tree Lighting Meter	200
Fire Protection (Hydrants paid to Water District)	<u>306,744</u>
	\$365,093

Pam Dunning moved to approve as written. Vote 5-0-0.

Article 31: Shall the Town vote to raise and appropriate \$673,870 for the Public Works Department: Pam Dunning moved to approve as written. Vote 5-0-0.

Article 32: Shall the Town vote to raise and appropriate \$27,829 for Office of Selectmen? Pam Dunning moved to approve as written. Vote 4-1-0.

Article 33: Shall the Town vote to raise and appropriate \$13,183 for the Senior Center? Pam Dunning moved to approve as written. Vote 5-0-0.

Article 34: Shall the Town vote to raise and appropriate \$4,186 for Shellfish Conservation? Pam Dunning moved to approve as written. Vote 5-0-0.

Article 35: Shall the Town vote to raise and appropriate \$724,084 for the Transfer Station? Pam Dunning moved to approve as written. Vote 5-0-0.

Article 36: Shall the Town vote to appropriate the sum of \$846,942 (the entire amount to come from departmental revenues and surplus) for the total Enterprise Fund-Wastewater Treatment Plan Operational budget? Pam Dunning moved to approve as written. Vote 5-0-0.

Article 37: Shall the Town vote to raise and appropriate \$64,6564 for Waterfront & Harbors? (Waterfront and Harbors anticipates \$21,575 in revenue which partially offsets the above appropriation.) Pam Dunning moved to approve as written. Vote 5-0-0.

Article 38: Shall the Town vote to raise and appropriate \$63,000 for the Wiscasset Public Library? Terry Heller moved to approve as written. Vote 4-0-1.

Article 39: Shall the Town vote to raise and appropriate \$1,500 for Healthy Kids? Pam Dunning moved to approve as written. Vote 5-0-0.

Article 40: Shall the Town vote to raise and appropriate \$1,515 for New Hope for Women? Pam Dunning moved to approve as written. Vote 5-0-0.

Article 41: 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? Pam Dunning moved to approve as written. Vote 5-0-0.

Article 42: Shall the Town vote to raise and appropriate \$600 to support the American Legion Flag Project? Pam Dunning moved to approve as written. Vote 5-0-0.

Article 43: Shall the Town vote to raise and appropriate \$993 to support LifeFlight of Maine? Pam Dunning moved to approve as written. Vote 5-0-0.

Article 44: Shall the Town vote to raise and appropriate \$239 to support Waldo Community Action Project? Pam Dunning moved to approve as written. Vote 5-0-0.

Article 45: Shall the Town vote to raise and appropriate \$1,950 to support Spectrum Generations? Pam Dunning moved to approve as written. Vote 5-0-0.

Article 46: Shall the Town vote to appropriate an amount not to exceed \$125,000 from the Capital Reserve Account for the purchase of a Public Works Plow Truck? Pam Dunning moved to approve as written. Vote 5-0-0.

Article 47: Shall the Town vote to appropriate an amount not to exceed \$235,000 from the Capital Reserve Account for the purchase of a new Ambulance? Pam Dunning moved to approve as written. Vote 5-0-0.

Article 48: Shall the Town vote to appropriate an amount not to exceed \$174,500 from the Capital Reserve Account for the Harbor Expansion Project? Pam Dunning moved to approve as written. Vote 4-1-0.

Article 49: Shall the Town vote to appropriate an amount not to exceed \$40,000 from the Capital Reserve Account for the purchase of a Public Works Maintenance Truck? Pam Dunning moved to approve as written. Vote 5-0-0.

Article 50: Shall the Town (1) approve the acquisition of a fire department tanker truck (“Project”); (2) appropriate up to \$400,000 for the Project; (3) fund such appropriation by authorizing and delegating authority to the Treasurer and Chairman of the Board of Selectmen to issue general obligation securities of the Town of Wiscasset, Maine (“Town”) (including temporary notes in anticipation of the sale thereof) in an aggregate principal amount not to exceed \$400,000 plus any additional premium, and delegating to the Treasurer and the Chairman of the Board of Selectmen the authority to fix the date(s), maturity(ies), interest rate(s), call(s) for redemption, refunding of said securities, place(s) of payment, form, and other details of said securities, including execution of loan and other necessary agreements and execution and delivery said securities on behalf of the Town, and to provide for the sale thereof?

FINANCIAL STATEMENT

1.	<u>Total Indebtedness</u>	
	a.	Bonds outstanding and unpaid: \$1,929,775.25
	b.	Bonds authorized and unissued: \$ 0.00

c. Bonds to be issued if this Article is approved \$ 400,000.00

2. Costs

At an estimated interest rate of 3.87 % for a 10 year maturity, the estimated costs of this bond issue will be:

Principal:	\$ 400,000.00
Interest	\$ 91,486.67
Total Debt Service:	\$ 491,486.67

3. Validity

The validity of the bonds and of the voters' ratification of the bonds may not be affected by any errors in the above estimates. If the actual amount of the total debt service for the bond issue varies from the estimate, the ratification by the electors is nevertheless conclusive and the validity of the bond issue is not affected by reason of the variance.

/s/ Dennis L. Simmons

Town Treasurer

Pam Dunning moved to approve as written. Vote 5-0-0.

Article 51: Shall the Town (1) approve a **capital roofing project for the Community Center** ("Project"); (2) appropriate up to **\$80,000** for the Project; (3) fund such appropriation by authorizing and delegating authority to the Treasurer and Chairman of the Board of Selectmen to issue general obligation securities of the Town of Wiscasset, Maine ("Town") (including temporary notes in anticipation of the sale thereof) in an aggregate principal amount not to exceed \$80,000 plus any additional premium, and delegating to the Treasurer and the Chairman of the Board of Selectmen the authority to fix the date(s), maturity(ies), interest rate(s), call(s) for redemption, refunding of said securities, place(s) of payment, form, and other details of said securities, including execution of loan and other necessary agreements and execution and delivery said securities on behalf of the Town, and to provide for the sale thereof?

FINANCIAL STATEMENT

1. Total Indebtedness

a.	Bonds outstanding and unpaid:	\$1,929,775.25
b.	Bonds authorized and unissued:	\$ 0.00
c.	Bonds to be issued if this Article is approved \$	80,000.00

2. Costs

At an estimated interest rate of 3.87 % for a 10 year maturity, the estimated costs of this bond issue will be:

Principal:	\$ 80,000.00
Interest	<u>\$ 18,268.38</u>
Total Debt Service:	\$ 98,268.38

3. Validity

The validity of the bonds and of the voters' ratification of the bonds may not be affected by any errors in the above estimates. If the actual amount of the total debt service for the bond issue varies from the estimate, the ratification by the electors is nevertheless conclusive and the validity of the bond issue is not affected by reason of the variance.

/s/ Dennis L. Simmons
Town Treasurer

Pam Dunning moved to approve as written. Vote 5-0-0.

Article 52: Shall the Town (1) approve a **capital roofing project for the Sand/Salt Shed** ("Project"); (2) appropriate up to **\$50,000** for the Project; (3) fund such appropriation by authorizing and delegating authority to the Treasurer and Chairman of the Board of Selectmen to issue general obligation securities of the Town of Wiscasset, Maine (the "Town") (including temporary notes in anticipation of the sale thereof) in an aggregate principal amount not to exceed \$50,000 plus any additional premium, and delegating to the Treasurer and the Chairman of the Board of Selectmen the authority to fix the date(s), maturity(ies), interest rate(s), call(s) for redemption, refunding of said securities, place(s) of payment, form, and other details of said securities, including execution of loan and other necessary agreements and execution and delivery said securities on behalf of the Town, and to provide for the sale thereof?

FINANCIAL STATEMENT

1. Total Indebtedness
 - a. Bonds outstanding and unpaid: \$1,929,775.25
 - b. Bonds authorized and unissued: \$ 0.00
 - c.

Bonds to be issued if this Article is approved \$ 50,000.00

2. Costs

At an estimated interest rate of 3.87 % for a 10 year maturity, the estimated costs of this bond issue will be:

Principal:	\$ 50,000.00
Interest	\$ 14,406.88
Total Debt Service:	\$ 64,406.68

3. Validity

The validity of the bonds and of the voters' ratification of the bonds may not be affected by any errors in the above estimates. If the actual amount of the total debt service for the bond issue varies from the estimate, the ratification by the electors is nevertheless conclusive and the validity of the bond issue is not affected by reason of the variance.

/s/ Dennis L. Simmons
Town Treasurer

Pam Dunning moved to approve as written. Vote 5-0-0.

Article 53: Shall the Town (1) approve various **capital improvements for the Municipal Building** including HVAC system upgrades and window replacement ("Project"); (2) appropriate up to

\$313,500 for the Project; (3) fund such appropriation by authorizing and delegating authority to the Treasurer and Chairman of the Board of Selectmen to issue general obligation securities of the Town of Wiscasset, Maine (the "Town") (including temporary notes in anticipation of the sale thereof) in an aggregate principal amount not to exceed \$315,000 plus any additional premium, and delegating to the Treasurer and the Chairman of the Board of Selectmen the authority to fix the date(s), maturity(ies), interest rate(s), call(s) for redemption, refunding of said securities, place(s) of payment, form, and other details of said securities, including execution of loan and other necessary agreements and execution and delivery said securities on behalf of the Town, and to provide for the sale thereof?

FINANCIAL STATEMENT

1. Total Indebtedness

- a. Bonds outstanding and unpaid: \$1,929,775.25
- b. Bonds authorized and unissued: \$ 0.00
- c. Bonds to be issued if this Article is approved \$ 313,500.00

2. Costs

At an estimated interest rate of 3.87% for a 10 year maturity, the estimated costs of this bond issue will be:

Principal:	\$ 313,500.00
Interest	<u>\$ 71,597.01</u>
Total Debt Service:	\$ 385,097.01

3. Validity

The validity of the bonds and of the voters' ratification of the bonds may not be affected by any errors in the above estimates. If the actual amount of the total debt service for the bond issue varies from the estimate, the ratification by the electors is nevertheless conclusive and the validity of the bond issue is not affected by reason of the variance.

/s/ Dennis L. Simmons
Town Treasurer

Pam Dunning moved to approve as written. Vote 5-0-0

Article 54. Shall the Town (1) approve various **municipal paving projects** including all necessary work related thereto ("Project"); (2) appropriate up to **\$200,000** for the Project; (3) fund such appropriation by authorizing and delegating authority to the Treasurer and Chairman of the Board of Selectmen to issue general obligation securities of the Town of Wiscasset, Maine (the "Town") (including temporary notes in anticipation of the sale thereof) in an aggregate principal amount not to exceed \$200,000 plus any additional premium, and delegating to the Treasurer and the Chairman of the Board of Selectmen the authority to fix the date(s), maturity(ies), interest rate(s), call(s) for redemption, refunding of said securities, place(s) of payment, form, and other details of said securities, including execution of loan and other necessary agreements and execution and delivery said securities on behalf of the Town, and to provide for the sale thereof?

FINANCIAL STATEMENT

1. Total Indebtedness
 - a. Bonds outstanding and unpaid: \$1,929,775.25
 - b. Bonds authorized and unissued: \$ 0.00
 - c. Bonds to be issued if this Article is approved \$ 200,000.00

2. Costs

At an estimated interest rate of 3.87% for a 10 year maturity, the estimated costs of this bond issue will be:

Principal:	\$ 200,000.00
Interest	\$ <u>45,685.43</u>
Total Debt Service:	\$ 245,685.43

3. Validity

The validity of the bonds and of the voters' ratification of the bonds may not be affected by any errors in the above estimates. If the actual amount of the total debt service for the bond issue varies from the estimate, the ratification by the electors is nevertheless conclusive and the validity of the bond issue is not affected by reason of the variance.

/s/ Dennis L. Simmons
Town Treasurer

Pam Dunning moved to approve as written. Vote 5-0-0.

Article 55: Shall the Town (1) approve **capital improvements and repairs to the wastewater plant** including all necessary work related thereto ("Project"); (2) appropriate up to **\$209,000** for the Project; (3) fund such appropriation by authorizing and delegating authority to the Treasurer and Chairman of the Board of Selectmen to issue general obligation securities of the Town of Wiscasset, Maine (the "Town") (including temporary notes in anticipation of the sale thereof) in an aggregate principal amount not to exceed \$209,000 plus any additional premium, and delegating to the Treasurer and the Chairman of the Board of Selectmen the authority to fix the date(s), maturity(ies), interest rate(s), call(s) for redemption, refunding of said securities, place(s) of payment, form, and other details of said securities, including execution of loan and other necessary agreements and execution and delivery said securities on behalf of the Town, and to provide for the sale thereof?

FINANCIAL STATEMENT

1. Total Indebtedness
 - a. Bonds outstanding and unpaid: \$1,929,775.25
 - b. Bonds authorized and unissued: \$ 0.00
 - c. Bonds to be issued if this Article is approved \$ 209,000.00

2. Costs

At an estimated interest rate of 3.87% for a 10 year maturity, the estimated costs of this bond issue will be:

Principal:	\$ 209,000.00
Interest	\$ <u>47,740.99</u>
Total Debt Service:	\$ 256,740.99

3. Validity

The validity of the bonds and of the voters' ratification of the bonds may not be affected by any errors in the above estimates. If the actual amount of the total debt service for the bond issue varies from the

estimate, the ratification by the electors is nevertheless conclusive and the validity of the bond issue is not affected by reason of the variance.

/s/ Dennis L. Simmons

Town Treasurer

Pam Dunning moved to approve as written. Vote 5-0-0.

Article 56: Shall the Town (1) approve **capital improvements and repairs municipally owned Sunken Garden** including all necessary work related thereto ("Project"); (2) appropriate up to **\$15,000** for the Project; (3) fund such appropriation by authorizing and delegating authority to the Treasurer and Chairman of the Board of Selectmen to issue general obligation securities of the Town of Wiscasset, Maine (the "Town") (including temporary notes in anticipation of the sale thereof) in an aggregate principal amount not to exceed \$15,000 plus any additional premium, and delegating to the Treasurer and the Chairman of the Board of Selectmen the authority to fix the date(s), maturity(ies), interest rate(s), call(s) for redemption, refunding of said securities, place(s) of payment, form, and other details of said securities, including execution of loan and other necessary agreements and execution and delivery said securities on behalf of the Town, and to provide for the sale thereof?

FINANCIAL STATEMENT

- 1. Total Indebtedness
 - a. Bonds outstanding and unpaid: \$ 1,929,775.25
 - b. Bonds authorized and unissued: \$ 0.00
 - c. Bonds to be issued if this Article is approved \$ 15,000.00

- 2. Costs
At an estimated interest rate of 3.87% for a 10 year maturity, the estimated costs of this bond issue will be:

Principal:	\$ 15,000.00
Interest	<u>\$ 3,474.18</u>
Total Debt Service:	\$ 18,474.18

- 3. Validity
The validity of the bonds and of the voters' ratification of the bonds may not be affected by any errors in the above estimates. If the actual amount of the total debt service for the bond issue varies from the estimate, the ratification by the electors is nevertheless conclusive and the validity of the bond issue is not affected by reason of the variance.

/s/ Dennis L. Simmons

Town Treasurer

Pam Dunning moved to approve as written. Vote 5-0-0.

Article 57: Shall the Town vote to raise and appropriate \$231,868u for Debt Service?

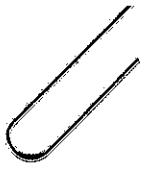
Tax Anticipation Note Interest & Bond Counsel	\$10,000
Taxable General Obligation Bond (For RSU withdrawal)	\$221,868
Total	<u>\$231,868</u>

Pam Dunning moved to approve as written. Vote 5-0-0.

Asked why the estimated income from the harbor project was not included in the budget figures, Town Manager Dennis Simmons said income was based on the current year and any projected income in the next year would be included in next year's budget. He encouraged members of the Waterfront Committee to explain the anticipated income to the public. It was also suggested that the newspapers be contacted for publicity for the proposal.

4. Adjournment

Pam Dunning moved to adjourn the meeting at 6:51 p.m. Vote 5-0-0.



5a

**Town of Wiscasset
Board/Committee Membership Application**

Full Name: Mark Light
Street Address: 146 Clarks Pt Rd, Wiscasset
Mailing Address: 146 Clarks Pt Rd, Wiscasset Home Phone: 757 621 8257
Town of Legal Residence: Wiscasset
Work Phone: _____ Cell Phone: 757 621 8257 E-mail: codguy5@yahoo.com
I wish to be considered for the appointment to the: Cemetery Committee
Term Of Appointment 2022

Full member: Reappointment: Alternate member: _____
Do you currently serve or have you ever served on any Town Board? Yes
If yes, please state which Board or Committee/term exp. Cemetery Committee 2021
List civic organizations to which you belong now: _____

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

Signature: M Light Date: 4/5/2022

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

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

For Office Use:

Date received: 4/5/2022 Date Appointed: _____ Term: _____



**Town of Wiscasset
Board/Committee Membership Application**

Full Name: STEVEN E. CHRISTHANSEN

Street Address: 30 Willow Lane

Mailing Address: PO Box 99 Home Phone: 380-9901

Town of Legal Residence: Wiscasset, ME

Work Phone: _____ Cell Phone: _____ E-mail _____

I wish to be considered for the appointment to the: Cemetery Committee
Term Of Appointment 1 year

Full member: Reappointment: _____ Alternate member: _____

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

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

List civic organizations to which you belong now: _____

Prior experience, knowledge, or abilities that you have which would contribute to the activities of the Board or Committee: Been on Cemetery Committee Many Years

Signature: [Signature] Date: April 4, 2022

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

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

For Office Use:

Date received: 4/6/2022 Date Appointed: _____ Term: _____



**Town of Wiscasset
Board/Committee Membership Application**

Full Name: BECKY APPLIN
Street Address: 112 GARDINER RD, WISCASSET, ME 04578
Mailing Address: SAME AS ABOVE Home Phone: (207) 882-5414
Town of Legal Residence: WISCASSET

Work Phone: _____ Cell Phone: _____ E-mail: bckapplin@gmail.com

I wish to be considered for the appointment to the: CEMETERY COMMITTEE
Term Of Appointment 1 YEAR

Full member: Reappointment: Alternate member:

Do you currently serve or have you ever served on any Town Board? YES
If yes, please state which Board or Committee/term exp. CEMETERY, EXP 12/31/2021

List civic organizations to which you belong now: _____

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

Signature: Becky Applin Date: 4 APRIL 2022

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

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

For Office Use:

Date received: 4/6/2022 Date Appointed: _____ Term: _____

5b



Town of Wiscasset
Board/Committee Membership Application

Full Name: RICHARD E. LITZ

Street Address: 88 FEDERAL STREET

Mailing Address: _____ Home Phone: 882-4155

Town of Legal Residence: WISCASSET

^{HOME} Work Phone: 882-4155 Cell Phone: 786-269-7514 E-mail: RELITZ@UFL.EDU

I wish to be considered for the appointment to the: _____

BROADBAND COMMITTEE Term Of Appointment 2 YEARS

Full member: K Reappointment: _____ Alternate member: _____

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

If yes, please state which Board or Committee/term exp. ORDINANCE APPEALS

List civic organizations to which you belong now: WISCASSET PUBLIC LIBRARY

Prior experience, knowledge, or abilities that you have which would contribute to the activities of the Board or Committee: UNIV. OF FLORIDA COMPUTER COMMITTEE

Signature: Richard Litz Date: MARCH 20, 2012

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

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

For Office Use: _____

Date received: 3/22/2012 Date Appointed: _____ Term: _____

60a



Town of Wiscasset

TOWN OF WISCASSET PUBLIC HEARING

The Board of Selectmen will hold a public hearing on Tuesday, April 19, 2022 at 6:00 p.m. in the Municipal Building Hearing Room. The purpose of the hearing is as follows:

To act on a request for a Liquor License for the following businesses:

- Wiscasset Farmers Market, 51 Bath Road (Parking Lot), Wiscasset



STATE OF MAINE
BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT
8 State House Station, Augusta, ME 04333-0008 (Regular Mail)
10 Water Street, Hallowell, ME 04347 (Overnight Mail)
Telephone: 207-624-7220 Fax: 207-287-3434
Email inquiries: MAINELIQUOR@MAINE.GOV

Application for a New or Renewal of a Farmers' Market Authorization

The following information must be provided. All information must be typed or printed legibly.

Name of Farmers' Market: Wiscasset Farmers' Market		
Location of Farmers' Market: 51 Bath Road, Wiscasset (Town Office Parking Lot)		
Current License Number, if any: N/A	Expiration Date: December 31, 2022	
Days of the Week that you will be operating: Fridays		
Contact Person: Marcia Lyons		
Mailing Address to send license: 1788 Alna Road, Alna ME 04535		
Contact Person Email: mlyons@sealyonfarm.com		
Municipality: Wiscasset	State: Maine	Zip Code: 04578
Telephone Number: 207-290-2954	Fax Number: N/A	

PLEASE SIGN IN BLUE INK

Marcia Lyons
Signature of Owner or Corporate Officer

3/24/2022
Date

Marcia I. Lyons
Print Name of Owner or Corporate Officer

Farmers' Markets held on Private Property:

I, _____, the owner of the property that the above farmers' market is to be held on agrees to allow the sale of malt liquor or wine on my property during _____ hours of _____ of these products at the farmers' market.

N/A
Signature of property owner
Printed name of property owner

Date

For Municipal Approval Only

TO STATE OF MAINE MUNICIPAL OFFICERS & COUNTY COMMISSIONERS:

Dated at: _____, Maine _____ SS
City/Town (County)
On: _____ Date

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

Signature of Officials	Printed Name and Title

§1366. RETAIL SALES AT FARMERS' MARKET

3. Conditions. A licensee under subsection 1 may sell wine, spirits or malt liquor at a farmers' market under the following conditions:

- A. The licensee shall apply for and must have received authorization to sell at farmers' markets from the bureau and paid an annual fee of \$75. The application pursuant to this paragraph must be in a form determined by the bureau. ~~The licensee shall submit the application at least 30 days prior to the date when wine, spirits or malt liquors to be sold at a farmers market.~~ [2017, c. 168, §2 (AMD).]
- B. ~~Prior to each month during which the licensee wishes to sell or conduct a taste testing at a farmers market,~~ the licensee shall provide to the bureau a list of the date, time and location of each farmers' market at which the licensee intends to sell or conduct a taste testing and must receive approval from the bureau for that month; [2017, c. 168, §2 (AMD).]
- B-1. The licensee shall keep and maintain a record of the dates, times and locations of the licensee's participation in a farmers' market under this section; [2017, c. 168, §2 (NEW).]
- C. ~~The farmers market must consist of at least 6 separate stalls or booths that sell farm or food products,~~ not including liquor, and must be authorized by the bureau under subsection 4; [2017, c. 168, §2 (AMD).]
- D. The stall or booth operated by the licensee at the farmers' market is considered part of the licensed premises of the licensee for purposes of this chapter; [2011, c. 280, §3 (NEW).]
- E. All wine, spirits and malt liquor must be prepackaged and sold by the bottle or case; [2017, c. 1, §19 (COR).]
- F. Taste testing of wine, spirits and malt liquor may be conducted in accordance with section 1367; and [2017, c. 1, §19 (COR).]
- G. Spirits sold in accordance with this subsection are subject to the listing, pricing and distribution provisions of this Title. The holder of a small distillery license may provide spirits for sale at a farmers' market in the same manner as permitted under section 1355-A, subsection 5, paragraph G. [2017, c. 168, §2 (NEW).] [2017, c. 1, §19 (COR).]

4. Farmers' market authorization. ~~At least 30 days prior to the sale of wine, spirits or malt liquor, a farmers market must obtain municipal approval to sell~~ wine, spirits and malt liquor under this section and apply for and receive authorization from the bureau for a licensee authorized under subsection 3, paragraph A to sell wine, spirits or malt liquor at the farmers' market. If the farmers' market is held on private property, the application must include a written statement signed by the owner of the property permitting the sale of wine, spirits or malt liquor in accordance with this section. The bureau may request a diagram of the layout of the farmers' market. An application required by this subsection must be in a form determined by the bureau.

[2017, c. 168, §3 (AMD) .] **5. Rules.** The bureau may adopt rules to carry out the purposes of this section. Rules adopted pursuant to this subsection are routine technical rules pursuant to Title 5, chapter 375, subchapter 2-A. [2011, c. 280, §3 (NEW) .]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/28/22

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

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

PRODUCER THE HELLER AGENCY 20 Vine Street Damariscotta, ME 04543	CONTACT NAME: Kelly Titcomb PHONE (A/C No. Ext): (207)563-5200 FAX (A/C No.): (207)226-2004 E-MAIL ADDRESS: thehelleragency@american-national.com INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Farm Family Casualty Insurance 13803 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
----------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

INSURED
 Wiscasset Farmers' Market
 1788 Alna Road
 Alna, ME 04535

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			1801L6740	04/01/22	04/01/23	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Town of Wiscasset	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Wiscasset Farmers Market proposed location. Friday mornings, June to October, 2022



29Mar22



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: Wiscasset Farmers' Market

New Business Existing Business 4 years in operation Ownership/Location Change

Location of business: 51 Bath Road, Wiscasset ME / Town Office parking lot Map/Lot U5-1

Preferred mailing address: 1788 Alna Road, Alna ME 04535

Business phone number: 207-290-2954

Description of Business: Farmers' Market that will be located at the Wiscasset Town Office parking lot

Fridays from 9am - 12 noon when the office is closed.

Owner's name: Marcia Lyons, President Owner's phone: 207-290-2954

Owner's home address: 1788 Alna Road, Alna ME 04535

*Emergency contact person: Dan Sortwell

*Emergency phone numbers: home: 207-882-6374 cell: 336-460-1731

*This information will be shared with 911 so you can be contacted in case of after hour emergencies.

NEW BUSINESSES ONLY COMPLETE BELOW INFORMATION

Have you seen the Code Enforcement Officer and Town Planner for approval? _____

Will you need a sign permit? _____

Will this business be a home occupation? _____

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

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

Provide e-mail and/or web address: www.wiscassefarmersmarket.com

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

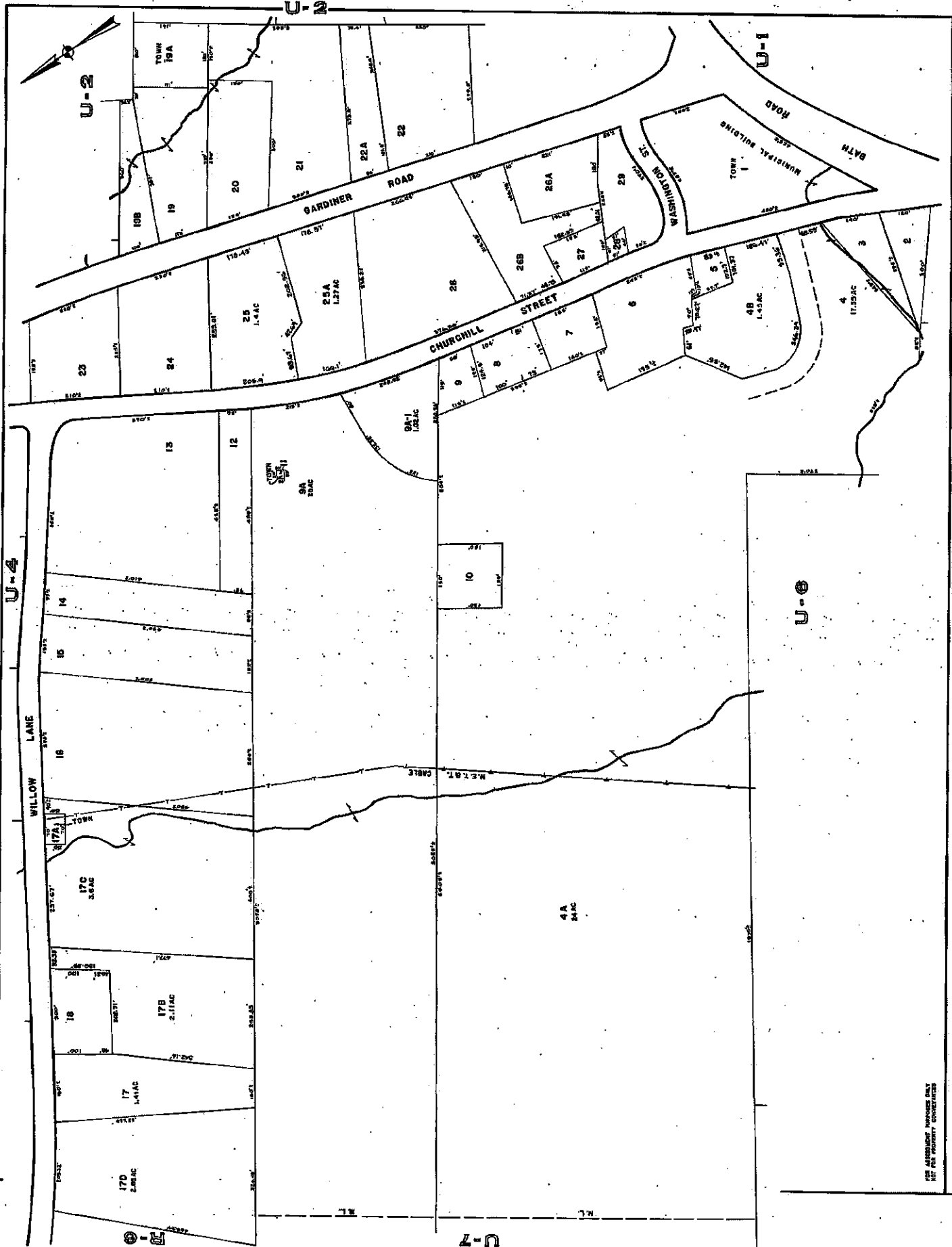
I, Marcia Lyons, state that I am President, Wiscasset Farmers' Market of the above name firm or business, and make oath that the information stated above is true and I am aware that all applicable local, state and federal ordinances, laws, rules, and regulations must be complied with before this License can be issued.

Date: 3/24/22

Signature: Marcia Lyons

TOWN CLERK

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



U-5

SCALE IN FEET
0 100 200

PROPERTY MAP
WISCASSET, MAINE

JOHN E. O'DONNELL & ASSOCIATES
AUBURN, MAINE
1973

FOR ACCURACY PURPOSES ONLY
NOT FOR PROPERTY CONVEYANCE

U-7

BUSINESS LICENSE APPLICATION-NEW

Business Requesting License: Wiscasset Farmers Market

Code Enforcement Officer:
No Concerns

Comments: _____

DocuSigned by:
Signed: Bruce Mullins Dated: 4/4/2022 | 07:21 EDT
4FFAF1178A104FE...

Wiscasset Police:
No Concerns

Comments: _____

DocuSigned by:
Signed: Chief Hesselstine Dated: 4/1/2022 | 09:47 EDT
1C88045FCB3E418...

Planning Department:

Comments: _____

Signed: _____ Dated: _____

Fire Department:
No issues

Comments: _____

DocuSigned by:
Signed: Robert Bickford Dated: 4/1/2022 | 11:49 EDT
F241099CDFDA484...

EMS Department:
no concerns

Comments: _____

DocuSigned by:
Signed: Chief Erin Bean Dated: 4/4/2022 | 06:51 EDT
27D8E4999FD143E...

Waste Water: No Concerns at this time.

Comments: _____

DocuSigned by:
Signed: Rob Lalli Dated: 3/31/2022 | 17:03 EDT
2DE25B2E2D874D9...

License Approved: _____ Dated: _____

^{DS}
LP Recd 3/31/2022 | 16:28 EDT

LIQUOR LICENSE APPLICATION-NEW

Business Requesting License: Wiscasset Farmers Market

Code Enforcement Officer:
No Concerns

Comments: _____
DocuSigned by:
Signed: Bruce Mullins Dated: 4/4/2022 | 07:21 EDT
4FFAF1178A104FE...

Wiscasset Police:
No Concerns

Comments: _____
DocuSigned by:
Signed: Chief Hesselbine Dated: 4/1/2022 | 09:47 EDT
1C88045FCB3E41B...

Planning Department:

Comments: _____
Signed: _____ Dated: _____

Fire Department:
No issues

Comments: _____
DocuSigned by:
Signed: Robert Bickford Dated: 4/1/2022 | 11:49 EDT
F241099CDFDA484...

EMS Department:
no concerns

Comments: _____
DocuSigned by:
Signed: Chief Erin Bean Dated: 4/4/2022 | 06:51 EDT
27D6E4988FD143E...

Waste Water:
No Concerns at this time.

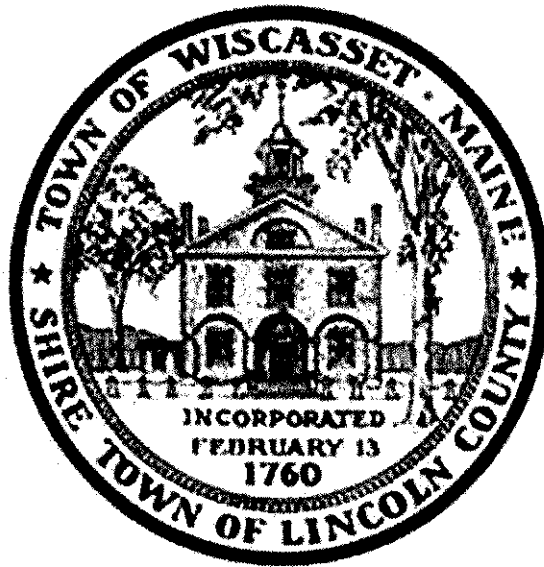
Comments: _____
DocuSigned by:
Signed: Rob Lalli Dated: 3/31/2022 | 17:03 EDT
2DE25B2E2D874D9...

License Approved: _____ Dated: _____

^{DS}
UP Recd 3/31/2022 | 16:28 EDT

8a

Town of Wiscasset
March 2022
Monthly Reports





Town of Wiscasset

AIRPORT REPORT

To: Dennis Simmons, Town Manager
From: Rick Tetrev, Airport Manager
Re: March Monthly Report
Date: April 11, 2022

Fuel Sales

- 100LL Avgas \$7,615.80 (1.442.09)
- Jet A \$0.00 (0.00 units)

Fuel Purchase

- There were no purchases of Avgas or JetA during March. A purchase of JetA will be required in April because of a requirement to refresh the gas in the tank to prevent bacteria from growing. (Avgas has no requirement for refurbishment.) That will be our last fuel purchase for this Fiscal Year due to the springtime closure of the airport for an eight-week period during the runway reconstruction.

The average price of Avgas at 15 area airports is \$5.93, up \$0.37 per gallon from February. The highest self-service price is Twitchell, a major competitor, at \$6.42 per gallon, and the lowest is \$4.42 at Pittsfield Municipal Airport. Pittsfield is the only one below \$5.00, and I suspect that the gas that they are selling now is gas that they bought several months ago. Our gas jumped from \$4.99 to \$5.64 with our recent purchase in February and the price per gallon should remain very competitive until our reopening in mid-June.

This month, April, we did purchase JetA to refresh our stock; fortunately it was only a minimal amount. Our wholesale price in October for JetA was \$3.15 per/gallon, this week's purchase was \$6.74 per/gallon. More than double.

Operations

- 81

Other Projects status:

- Solar. On March 9, the Solar Project began. The projected completion date is expected to be sometime in December.
- CMP. The purpose of this project is to bury the electrical cables at the end of the runway by Camp Chewonki. Last month I reported that Spectrum and Xfinity were both going to join CMP and bury their cables along with CMP. As of today's date, both companies have changed their minds to undecided. If they do not participate, the poles will not come down completely. The CMP lines are at the top of the pole and the top one third of the pole will be cut off.
- MMA INSPECTION. Planning has begun for the April MMA inspection.
- Runway reconstruction. The project will begin on April 18 and run until June 11, a period of eight weeks.

Respectfully submitted,
Rick Tetrev

"Discovering Wiscasset One Flight at a Time"



Town of Wiscasset

Wiscasset Municipal Airport Advisory Committee Meeting Minutes February 16, 2021 Submitted by Steve Williams

Opening

Chair Steve Williams called the regular meeting of the Wiscasset Airport Advisory Committee to order at 5:00 pm on February 16. Members present: Ray Soule, Pam Brackett, Erv Deck and Stephen Williams. Also in attendance Rick Tetrev Airport manager and Dusty Jones Wiscasset Selectman.

Approval of Minutes

The minutes of the January 19 meeting approved with corrections.

Old Business

Squire-Tarbox Inn Remote Parking

- The Inn accepted the airports proposal of \$300 per event for the first 30 vehicles then an additional \$10 per vehicle. The proposal will go to the Town Manager to for review and approved by Selectboard.

Update on Fuel Farm Maintenance

- 20K returned to airport from previous year surplus will fund 2/3 of project. Remaining funds to come from 196K Solar Farm lease payment advance. Rick Tetrev plans to purchase materials

Runway Reconstruction Project

Scheduled for spring of 2022. Erv Deck shared with the committee that Dave Nadeau from Stantec (Wiscasset's airport consultant firm) reported that Wiscasset remains first on the docket for 2022.

- Non-paving material/supplies were to be purchased and stored on airport property over the 2021-2022 winter. They did not show up and Rick Tetrev will inquire as to the status of those materials. • Maine DEP rejected plan of logging contractor entering solar development site by crossing center of runway. Fragile wet areas have been identified and access is now going to be via the planned access road from Rt. 144.

Airport Solar Farm Update

- **Obstruction Clearing**
 - CMP and Wiscasset Airport have agreed to run power lines at approach end of Rwy 7 underground eliminating one more hazard. Rick Tetrev to meet with Pike Industry Contractor on Tuesday February 17, 2022

New Business

- Ray Soule has identified an individual willing to serve on the Committee. The candidate will be submitting the necessary paperwork for Selectboard review. The plan is for the candidate to attend the committee's next meeting.



Town of Wiscasset

- Steve Williams shared that Wiscasset Airport was in AOPA Magazine's top 20 favorite places to fly.

Airport Minimum Standards

- Erv Deck completed the next draft and committee members received an electronic copy. Paper copies distributed to committee members over the next week. The committee will review the draft prior to the next meeting.

Calendar

Next regular meeting is March 16, 2022

Public Comments

- None

Adjournment

At 6:00 pm

Current Committee Members

Steve Williams, Chair 12/23

Erv Deck 12/22

Pam Brackett 12/23

Ray Soule 12/22



Town of Wiscasset

EMS REPORT

To: Dennis Simmons, Town Manager
From: Erin Bean, EMS Director
Re: March Monthly Report
Date: April 14, 202022

Runs by towns

Scene Incident town Name	Number of Runs	Percent of Total Runs
Wiscasset	38	58.46%
Dresden	12	18.46%
Westport Island	7	10.77%
Damariscotta	3	4.62%
Boothbay	2	3.08%
Boothbay Harbor	1	1.54%
Portland	1	1.54%
Southport	1	1.54%
	Total: 65	Total: 100.00%

We are at 70% of our budget and despite the need for more supplies and increase in Per Diem staff having a \$4.00 increase we have stayed under budget at 67%.

The month has continued to be busy. We have taught several CPR classes and have been trying to reorganize our equipment room to help crews with finding items.

Our new ambulance had a near catastrophic failure that was we had to have towed to the FORD dealership in Westbrook they found that the piece that connects the power steering and brake fluid to create compression. We are very lucky that the crew member driving was able to get the ambulance to the side of the road safely. I continue to work with FORD to make sure that this issue is the only one. The fuel system needed to be addressed and it was fixed. This was not under warranty and I have been trying to get it paid for.

Alna voters have now decided to contract with Wiscasset instead of CLC this has created some issues because we are now being viewed as a competing service to CLC's board of directors and they plan to charge the town for mutual aid services. This has become a normal thing in other areas moving forward we will need to budget for this.

Dennis has been pouring over our budgets and helping us to make them what is best for the town. I am very glad to have him as a Leader. He is a wonderful manager I appreciate him.



Town of Wiscasset

FIRE DEPARTMENT REPORT

To: Dennis Simmons, Town Manager
From: Robert Bickford, Fire Chief
Re: March Monthly Report
Date: April 11, 2022

Operations

The fire department responded to 15 calls for service during the month of March. This is down from last year when we responded to 19 calls.

The calls for the month break down as follows: 7 motor vehicle accidents, 1 grass / brush fire, 1 fire alarm, 3 service calls, 2 assists to EMS and 1 "other".

With Spring comes the drying out of the ground cover which greatly increases the risk of grass and brush fires in our area. We would like to take this chance to remind everyone that outside burning is allowed, weather dependent, with a permit issued either in person by members of the fire department or on-line at www.wardensreport.com or www.maineburnpermit.com. All are free of charge and further insure that the weather conditions are favorable for outdoor burning.

We update our overhead door openers this month, thanks to the voters who approved it as a Capital Improvement Project last year. The openers that were replaced were original to the building which was built in 1968. They served their time well but were in great need of replacement.

Training:

We had a great month of trainings this month: We got acquainted with our new 4-gas meters that were recently purchased to replace out dated units. We had a class with Maine Forest Service Ranger Dan Welch who talked about the upcoming brush fire season and some tools and tactics for battling these types of fires. We put our brush truck in service for the summer, had a class on aerial ladder operations and conducted a controlled burn of the grass on the hill between Sherman Park and the Elementary School.

Staffing:

We welcomed a new member to the department at our March meeting. LJ Travis joined the department and immediately signed up for the Basic Firefighter School that is being put on by the Lincoln County Fire Academy. This will give him the basic training and knowledge to get started in the fire service. LJ is completing his senior year of high school and will be going on to a secondary school in the fall. We look forward to working with LJ for many years to come and watching him grow within the department.



Town of Wiscasset

With the addition of LJ, our roster is at 20 members as well as 7 Lifetime Members. We welcome anyone who would like to join our department. We meet every Wednesday evening at 6 p.m. for training.

Events:

On March 18, we were pleased to provide a ride to school to Jude and Alice in our ladder truck. Their mother won the ride to school for them at the silent auction at Winterfest in February. We took a tour of town, talked about school and fire safety and made some noise coming into the school so everyone knew we had arrived.

Financials:

After 75% of the fiscal year, our budget stands at 56% expended.

Respectfully submitted,
Rob Bickford



Town of Wiscasset

WISCASSET POLICE DEPARTMENT

To: Dennis Simmons, Town Manager
From: Lawrence Hesseltine, Wiscasset Police Chief
RE: March Monthly Report
Date: April 11, 2022

The Police Department responded to 575 calls for service during the month of March. There were 554 calls for service March 2021.

Officers responded to 12 medical emergencies and responded to 17 motor vehicle accidents. Officer Nathan Willhoite just completed week 12 of his 18-week academy training. He is doing very well and is ranked 13 out of 68 cadets, academically and physically.

We have been increasing our efforts on speed enforcement by increasing targeted enforcement of speeding violation. Also working with DOT on a pilot program to address the issue coming into the 25mph zones on Bath Rd. and Federal Street. Callie has been working on the e-Citation grant which will help in this increased traffic enforcement effort as well. We are in hopes of having it up and going by the end of the month.

21 Arrests/Summonses were made for the following:

- OUI
- Driving to Endanger
- Assault on an Officer
- Negotiate a worthless instrument
- Operating after License Suspension
- Theft by Unauthorized Taking or Transfer
- Violating Conditions of Release
- Assault
- Criminal Threatening
- Motor Vehicle Speeding – 30+ MPH Over
- Domestic Violence Assault
- Unlawful Furnishing Scheduled Drug



Town of Wiscasset

Police Report

9-1-1 CHECK	4
Administrative	4
ALARM BURGLAR	8
ANIMAL COMPLAINT	1
ASSAULT	1
ASSIST CITIZEN	9
ASSIST OTHER AGENCY	4
ATTEMPT TO LOCATE	1
ATV COMPLAINT	1
BURGLARY	2
CIVIL COMPLAINT	3
COMMUNITY POLICING	3
COMPLIANCE CHECK ON	
INMATE	2
Concealed Weapons Permit	3
CRIMINAL MISCHIEF	1
DEATH INVESTIGATION	1
DISABLED MV	4
DOMESTIC DISTURBANCE	2
DRUG INVESTIGATION	1
ERRATIC OPERATIONS	47
ESCORT/TRANSPORT	3
FIGHTING (NON-DOMESTIC)	2
FIRE OTHER	1
HARASSMENT	1
HARBOR MASTER	25
Intoxicated Person	1
LOUD NOISE	4
MEDICAL ALARM	1
MEDICAL EMERGENCY	12
MENTAL HEALTH (PD's ONLY)	1
MISSING PERSON	1
MOTOR VEHICLE ACCIDENT	17
MOTOR VEHICLE STOP	133
Parking Enforcement	1
PARKING PROBLEM	1
PEDESTRIAN CHECK	2
POLICE INFORMATION	6
PROPERTY CHECK	206
Records Request	8
School Resource Officer	6
SPECIAL DETAIL	1
SUSPICIOUS ACTIVITY	11



Town of Wiscasset

Police Report

THEFT / FORGERY / FRAUD	4
THREATENING	1
TIPLINE INFORMATION	2
TRAFFIC CONTROL	2
TRAFFIC HAZARD	5
TRESPASSING	3
UNWANTED SUBJECT	2
VIOLATION OF BAIL CONDITIONS	3
WELFARE CHECK	7
	575



Town of Wiscasset

PUBLIC WORKS/TRANSFER STATION DEPARTMENTS

To: Dennis Simmons, Town Manager
From: Theodore Snowdon, Public Works Director
Re: March Monthly Report
Date: April 14, 2022

Operations:

The month of March, for the Transfer/Public Works has been mostly about getting things ready for spring. In addition to our day to day duties we have managed to:

- Added a new float to water front.
- Replaced culvert Huntoon.
- Started clean up throughout the town.
- Started working on the opening of all cemeteries.
- Removed numerous hazard trees throughout the town.
- Tree trimming throughout the town roads
- Removed numerous beaver dams throughout the town
- Sweeping streets and roads removing left over winter sand.
- Staying on top of service and repair of all town owned vehicles including Transfer Station equipment
- Still working on roadside brush removal and chipping
- Street sign repair throughout the town
- Still trying to keep up with the pot holes and cold patch repair throughout the town.
- Still working with Town Office/Transfer Station in keeping public safe with covid.

Transfer Station duties

For the Transfer Station things have been picking up due to the warmer weather and Sanitizing is still taking place throughout the day. Also trucking 3 to 4 loads of garbage per week to Norridgewock, metal and demo to Topsham brush and wood to Boothbay.

Expense Summary Reports March

Public Works: 66.39%
Transfer Station: 72.34% / Revenue: 97.86%
Municipal Building: 61.32%
Waterfront: 35.84%
Cemetery: 35.57%

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

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

March 2022 Monthly Report



Town of Wiscasset

HARBORMASTER REPORT

To: Dennis Simmons, Town Manager
From: Lawrence Hesseltine, Harbormaster
Re: March Monthly Report
Date: April 11, 2022

Dock & Mooring Fee's Collected: \$1050

- AM/PM Harbor Checks
- Attended the monthly Waterfront Meetings
- Worked on the Online Mooring program with Callie
- Rob Bickford attended the Harbormaster Training Class
- Identified the Vessel hooked to the Town Mooring, Shannon McLaughlin of Bristol. Collected \$1050 in mooring fees.
- Public Works got the commercial float repaired and back in the water.

Larry Hesseltine
Harbormaster



Town of Wiscasset

SHELLFISH WARDEN REPORT

To: Dennis Simmons, Town Manager
From: Jonathan Barnes, Shellfish Warden
Re: March Monthly Report
Date: April 11, 2022

Areas Checked: Clark's Point, White's Island, Pottle Cove, Hilton Cove, Mason station, Cushman Preserve, Back river, Berry Island, Eaton Farm, Young's point, Chewonki Creek, Montsweag Brook.

Diggers Checked: 8

Warning Issued: 0

Summons Issued and to Whom: 0

Comments: Met with a variety of diggers at various spots. Warning issued for vehicle defects.



Town of Wiscasset

WASTE WATER TREATMENT PLANT

To: Dennis Simmons, Town Manager
From: Robert Lalli, Waste Water Treatment Plant Superintendent
Re: March Monthly Report
Date: April 14, 2022

HE OLD AMBULANCE BECOMING UTILITY TRUCK: New “Sewer Department” lettering for our utility

NEW BELT PRESS PARTS: New belt spray heads and a new water pressure control solenoid were installed on the belt filter press by Sewer Department employees.

OLVER ENGINEERING STUDIES UPDATE: As part of a DEP mandated comprehensive study of the Wiscasset Sewer Department, Olver Engineering produced an overview of excess flows into the sewer collection system, particularly during storms. It recommends an extensive camera examination of piping, much of which has not been examined in 30 years. I have appealed for funding to undertake this work.

Olver has also completed a survey of the conditions of Town manholes. This survey reveals many leaking manholes with decaying masonry (over 100). These should be repaired and sealed, as they are a major source of groundwater inflow and infiltration during rain events. Any collection system should seal out as much storm water as possible, to prevent bearing the burden of paying to treat these flows.

Olver’s studies do grade expected trouble spots in pipes, and the already examined manholes, in order of priority, so that most urgent repairs can take place first.

The examination of our pumping stations is complete and will be issued to us the week of April 18th. Some of the pump stations were upgraded 25+ years ago, and will require modernization. We need to be sure the sewage in Town can be safely and efficiently sent to the sewer plant. Most of the pumps sending sewage to the plant have run well during their years of service, but are showing signs of wear, with a few pumping many fewer gallons per minute than they should. I want to address these problems before they become a threat to public health.

Everyone is anticipating the completion of the Climate Adaptation Plan study. That portion of the Town’s Sewer Department examination will be issued soon and will be sent to Maine DEP for comment.



Town of Wiscasset

SEWER BILLING RATES: Kathy Robinson at Maine Rural Water Association has produced a preliminary report of her findings regarding the Wiscasset Sewer Department finances. She makes a number of observations and comments, including:

Current revenues are not sufficient to fund the existing budget (and have not done so for 2 years). For the upcoming fiscal year, a 46% increase in rates would be required to have revenues match the expected budget (remember, these are observations).

A 3rd full-time Sewer Department employee needs to be hired.

Depreciation and Contingency budget line items are not currently being properly collected or funded.

Capital Improvement reserves are being budgeted but are not sustainable or recovered through the Department revenues.

Seasonal sewer customers are billed only for the months they are in Town. Some other communities bill minimums for months their sewer is not in use.

When Cathy completes the Impact Fee examination, a complete report will be received and I will address the Select Board and Residents in a public meeting.

ALARMS ADDED: Seacoast Security installed an alarm system at Pump Station #18. For the first time, all 18 pump stations have alarms!

SHORT-HANDED! The Sewer Department was short handed in March with 3 weeks of employees out with illness. Only 2 men handled the demands of the Sewer System during that time. We really do need to hire that 3rd full-time employee!

HEATING SYSTEM TROUBLE: Our heating system had a part break down which supplied hot water baseboard heat to the Sewer Plant Lab. Brancato's Heating diagnosed the problem and the bad part was replaced.

NEW ADDRESS SIGN: Due to a number of Fed-Ex and UPS deliveries, intended for the Sewer Plant, being delivered to the wrong addresses on Water Street, a new address sign has been ordered and will be installed on our headworks building. The address will be easily seen from Water Street and Railroad Avenue.

This concludes the March 2022 Monthly Report for Wiscasset Sewer Department

Respectfully Submitted,

Robert T. Lalli, Superintendent, Town of Wiscasset Sewer Department



Town of Wiscasset

CODE ENFORCEMENT REPORT

To: Dennis Simmons, Town Manager
From: Bruce Mullins, Code Enforcement Officer
Re: March Monthly Report
Date: April 14, 2022

March 2022 Activity

Building Permits:

Bath Road	Backup Generator
Gardiner Road	Backup Generator
Railroad Avenue	ADA Bathroom
Railroad Avenue	Commercial Space and Apartment
Federal Street	Solar System
Evergreen Street	Remodel

Plumbing:

Evergreen Street	INT
Railroad Avenue	INT
Oxhorn Road	INT
Water Street	INT

Inspections: Main Street, Lincoln Street, Lord Road, Chewonki Camp-ground, Gibbs Road, Willow Lane, Montsweag Brook Road, Wawenock Building, Water Street, Jones Road, Bath Road Car Wash, Old Bath Road, Old Dresden Road, Oak Ridge West, Wood Lane, Bath Road, Ice Pond Circle, Harrison Lane, West Veiw Road, River Point Road, Old Sheepscoot Road, upland Road, Town Pier, Pooler Pit Road, Federal Street

Correspondence: Wood Lane

9a

AMENDED AND RESTATED LEASE

AMENDED AND RESTATED LEASE, made as of the ___ day of ___, 2022 (the "Effective Date") between THE INHABITANTS OF THE MUNICIPALITY OF WISCASSET, a body corporate and having an address at _____ as landlord (the "Landlord"), and MAINE ART GALLERY, INC., a Maine nonprofit corporation having an address at 15 Warren Street, Wiscasset, Maine 04578, as tenant (the "Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant are parties to that certain Agreement of Lease dated November 5, 2019 (the "Existing Lease"); and

WHEREAS, Landlord and Tenant wish to amend and modify certain provisions of the Lease to, among other things extend the duration of the lease and certain other changes as provided herein; and

WHEREAS, Landlord and Tenant agree to memorialize these changes to the Existing Lease by entering into this Amended and Restated Lease (the "Lease"), which Lease is intended automatically to substitute and replace entirely the Existing Lease upon the execution hereof by both parties; and

WHEREAS, Landlord and Tenant enjoy a mutually beneficial relationship exceeding 60 years that has supported the designation, preservation, and maintenance of the Old Academy Building, commonly known as the Red Brick School—a designee in the National Registry of Historic Buildings Places and a featured historic property in Wiscasset’s Museum in the Streets, and home to the Maine Art Gallery before and since such designation, which the parties desire to extend and continue.

NOW, THEREFORE, in consideration of the stipulated rents and the mutual covenants contained in this Lease, and intending to be legally bound thereby, Landlord and Tenant agree that the Existing Lease is hereby amended, restated, and superseded by this Lease in its entirety as of the Effective Date as follows:

1. **PREMISES LEASED.** Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, the following described real estate: that certain real estate and building thereon known as the Red Brick School located at 15 Warren Street, Wiscasset, Maine 04578 (the "Premises"). Landlord makes no representations and gives no covenants regarding the state of its title to the Premises.
2. **TERM.** The term of this Lease (the "Term") shall be for Twenty (20) years, unless sooner terminated as herein provided, commencing on _____, 2022, and ending on _____, 2042.
3. **RENT.** Tenant shall pay to Landlord base rent in the amount of ~~One Dollar (\$1.00) per annum~~ Three Thousand Seven Hundred Eighty Nine Dollars (\$3,789.00) less any expenditures incurred by the Tenant ~~Rent may be in the form of in-kind contributions~~ relating to the maintenance, repair, replacements, renewals, alterations, additions or obligations recited in Sections 8 or 9. Should the amount of ~~the in-kind contribution~~ of such expenditures exceed the annual rent, the overage may be rolled into the next and subsequent years until exhausted, or until the Tenant vacates the property, or until the end of the Lease date. At no time will the excess ~~in-kind contribution~~ be payable to the Tenant in cash or other securities and any excess contribution at the end of this Lease shall be retained by the Landlord unless the Lease is extended, in which case the excess shall continue to be rolled into subsequent years. At no time shall the rent amount be less than One Dollar (\$1.00). ~~Rent less than the annual assessed tax amount shall be payable in advance~~ on or before January 15 of each calendar year of the term hereof, all payments to be made to Landlord or to such agent and at such place as Landlord shall from time to time in writing designate.

4. **TAXES.** Tenant shall pay and discharge when due, as part of the rental of the Premises, all state, municipal, and local taxes, assessments, levies and other charges, general and special, ordinary and extraordinary, of whatever name, nature, and kind that are or may be during the term of this lease agreement levied, assessed, imposed, or charged on the Premises, or on the building and improvements now on or later to be built or made on the Premises, and all of which may be levied, assessed, imposed, or charged on or against the leasehold estate and on the reversionary estate in the Premises during the term of this lease agreement or any renewal.

The taxes, assessments, levies, and other charges, paid as specified in this section by Tenant, shall be paid in the name of Landlord, and Tenant shall pay them as specified above whether such taxes and other charges become due and payable during the term of this lease agreement or any renewal, or subsequent to the expiration or earlier termination of the term of this lease agreement. Tenant further agrees on demand to produce and exhibit to Landlord receipts by proper officials showing the payments agreed by Tenant to be made.

Landlord acknowledges that, as of April 1, 2021, the Tenant is recognized as exempt from real and personal property taxes pursuant to 36 M.R.S.A. § 652 as a corporation organized and conducted exclusively for benevolent and charitable purposes, and Landlord does not intend to challenge such recognition unless there occurs a material change in facts or law.

5. **NO SERVICES PROVIDED.** Nothing in this Lease shall impose upon Landlord any obligation to provide any services for the benefit of Tenant, including but not limited to water, gas, electricity, heat, janitorial, landscaping, snow and ice removal, or garbage removal, unless and to the extent expressly provided for in this Lease. Lessee shall provide for all of such services at their own costs.
6. **UTILITIES.** Tenant shall obtain, in its name, all utility services required on the Premises, including gas, electricity, telephone, fiber optic or cable communications, water, and sewer connections and services, and Tenant shall pay all charges for those services as they become due. If Tenant fails to pay the charges, Landlord may elect to pay them, and the Tenant shall reimburse Landlord for such charges within thirty (30) days after receipt of an invoice therefor from Landlord. Landlord may elect to terminate this lease if lessee fails or refuses to pay the charges for utility services as assessed or incurred. Landlord shall not be liable for any personal injury or property damage resulting from the negligent operation or faulty installation of utility services provided for use on the Premises, nor shall Landlord be liable for any injury or damage suffered by Tenant as a result of the failure to make necessary repairs to the utility facilities. Tenant shall be liable for any injury or damages to the equipment or service lines of the utility suppliers that are located on the Premises, resulting from the negligent or deliberate acts of Tenant, or its agents or employees.
7. **USE.** Tenant shall use the Premises only for the purpose of an art gallery and ancillary activities associated with such use, including but not limited to art classes and workshops, artists lectures, receptions, and similar activities, and for no other purpose unless consented to by Landlord in writing.
8. **COMPLIANCE WITH LAWS.** Tenant agrees to conform to the following provisions during the entire term of this Lease: (i) Tenant shall not injure or deface the Premises or building; (ii) No inflammable fluids, chemicals, nuisance, objectionable noise or odor shall be permitted on the Premises; (iii) Tenant shall not permit the use of the Premises for any purpose other than set forth herein or any use thereof which is improper, offensive, contrary to law or ordinance, or liable to invalidate or increase the premiums for any insurance on the building or its contents or liable to render necessary any alterations or additions to the building; (iv) Tenant shall not obstruct in any manner any portion of the building not hereby demised or the sidewalks or approaches to said building or any inside or outside windows or doors; and (vii) Tenant shall comply with any and all applicable rules, regulations, and standards in connection with the Premises' status as listed on the National Register of Historic Places. Tenant shall observe and comply with all reasonable rules and security regulations now or hereafter made by Landlord for the care and use of the Premises, including the building, its facilities and approaches. Tenant agrees to keep the Premises equipped with all safety appliances and make all

accessibility alterations, improvements or installations to the building, and/or accommodations in Tenant's use thereof required by law or any public authority as a result of Tenant's use or occupancy of the Premises or Tenant's alterations or additions thereto, which alterations, improvements and installations shall be subject to Landlord's consent as provided in this Lease. (viii) On an annual basis and before June 1st of each year, the Tenant shall provide the Landlord with a copy of its IRS Form 990 for the previous tax year. For the duration of the Lease, the Tenant shall maintain its status as a 501(c)(3). If at any time during the term of this Lease should the Tenant permanently lose its status, either through actions or inactions of its own, or through actions of a government or other agency, the Tenant shall immediately notify the Landlord and the Landlord shall then have the option of terminating this Lease. (viii) The Tenant shall comply with all Wiscasset Town Ordinances in regards to business licensing and ensure that any vendors or resellers likewise are aware of said Ordinances.

9. **MAINTENANCE.** Tenant acknowledges by entry thereupon and its current occupancy thereof that the Premises are in acceptable order, repair and condition and accepts the property in its "as is" condition. As of the date of this Lease, the Landlord and Tenant intend to cooperate with one another on the completion of grant applications for funds to assist with improvements to the Premises, to the extent such grants are available and do not require Town funds not already appropriated for said purpose. Tenant shall, at all times during the term of this Lease, maintain the Premises and keep them in good order and repair, normal wear and tear excepted. Tenant shall make all necessary repairs, replacements, renewals, alterations, and additions to the Premises which shall include, for example, the roof, walls, pipes, heating and air-conditioning system, plumbing system, window glass, doors, fixtures and all other appurtenances Tenant to the Premises, including any parking lots. If Landlord determines, in its sole discretion, that such planned maintenance or repair would have a detrimental impact on the historic quality of the building, Landlord may require Tenant to revise its plans for such maintenance or repair to maintain the building's historic character. If the Premises are not kept in good repair and in a clean and healthful condition by Tenant, as provided in this Lease, Landlord, or its agents or employees, may enter the Premises without such entrance causing a termination of this Lease or constituting an interference with Tenant's possession of the Premises, and Landlord may then place the Premises in the same condition as existed at the date of execution of this lease agreement. Tenant shall pay to Landlord the amount of Landlord's expenses in repairing the Premises. At the end or other expiration of the term, Tenant shall deliver the Premises to lessor in good order and condition, ordinary wear and tear excepted. All repairs, replacements, renewals, additions, and alterations that the Tenant may make shall be and remain the sole and exclusive property of the Landlord. Landlord shall not be required to make any repairs, replacements, renewals, alterations, and additions in or to the Premises. Tenant assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance, and management of the Premises.
10. **ALTERATIONS AND ADDITIONS.** Tenant shall not make any alterations or additions, or permit the making of any holes in any part of said building, or paint or place any signs, drapes, curtains, shades, awnings, aerals or flagpoles or the like, visible from outside of the Premises, that is, from outdoors or from any corridor or other common area within the building, or permit anyone except Tenant to use any part of the Premises for desk space or for mailing privileges without on each occasion obtaining prior written consent of Landlord. Notwithstanding the foregoing, Tenant may hang banners and flags advertising that the gallery is open and upcoming events at the gallery and may make non-structural alterations to the interior of the Premises that do not impact the building's historic character, such as painting interior walls, hanging artwork, and other minor alterations ancillary to Tenant's use of the Premises as an art gallery. Tenant shall not suffer or permit any lien of any nature or description to be placed against the building, the Premises or any portion thereof, and in the case of any such lien attaching by reason of the conduct of Tenant to immediately pay and remove the same; this provision shall not be interpreted as meaning that Tenant has any authority or power to permit any lien of any nature or description to attach or to be placed upon Landlord's title or interest in the building, the Premises, or any portion thereof.

11. **ASSIGNMENT AND SUBLEASING.** Tenant shall not by operation of law or otherwise, assign, mortgage or encumber this Lease, or sublet or permit the Premises or any part thereof to be used by others, without Landlord's prior express written consent in each instance.
12. **SUBORDINATION.** This Lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, that is now or at any time hereafter a lien or liens on the property of which the Premises are a part and Tenant shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage. In addition, Tenant agrees to sign within ten (10) days after they are requested, such estoppel certificates as are required by Landlord's lender. In no event will Tenant be responsible for payment of Landlord's mortgages or other debt associated with the premises. Landlord shall not have the right to pledge or incur a lien on any personal property of the Tenant or any works of art or other property consigned to Tenant or part of any exhibition conducted by Tenant.
13. **LANDLORD'S ACCESS.** Landlord or agents of Landlord may, at all reasonable times during the term of this Lease, enter the Premises (i) to examine the Premises and, if Landlord shall so elect, to make any repairs or additions Landlord may deem necessary and, at Tenant's expense, to remove any alterations, additions, signs, drapes, curtains, shades, awnings, aerials or flagpoles, or the like, not consented to in writing, (ii) to show the Premises to prospective purchasers and mortgagees, and (iii) to show the Premises to prospective tenants during the six (6) months preceding the expiration of this Lease. Landlord reserves the right at any time within six (6) months before the expiration of this Lease to affix to any suitable part of the Premises a notice for leasing the Premises and to keep the same so affixed without hindrance or molestation. Landlord also reserves the right at any time to affix to any suitable part of the Premises a notice for selling the Premises or property of which the Premises are a part and to keep the same so affixed without hindrance or molestation.
14. **INDEMNIFICATION.** Tenant will defend and, except to the extent caused solely by the negligence or willful conduct of Landlord, will indemnify Landlord and its employees, agents and management company, and save them harmless from any and all injury, loss, claim, damage, liability and expense (including reasonable attorney's fees) in connection with the loss of life, personal injury or damage to property or business, arising from, related to, or in connection with the occupancy or use by Tenant of the Premises or any part of Landlord's property or the building, or occasioned wholly or in part by any act or omission of Tenant, its contractors, subcontractors, subtenants, licensees or concessionaires, or its or their respective agents, servants or employees while on or about the Premises. Tenant shall also pay Landlord's expenses, including reasonable attorney's fees, incurred by Landlord in successfully enforcing any obligation, covenant or agreement of this Lease or resulting from Tenant's breach of any provisions of this Lease. The provisions of this paragraph shall survive the termination or earlier expiration of the term of this Lease. Without limitation of any other provision herein, neither Landlord, its employees, agents nor management company shall be liable for, and Tenant hereby releases them from all claims for, any injuries to any person or damages to property or business sustained by Tenant or any person claiming through Tenant due to the building or any part thereof (including the Premises), or any appurtenances thereof, being in need of repair or due to the happening of any accident in or about the building or the Premises or due to any act or neglect of Tenant or of any employee or visitor of Tenant. Without limitation, this provision shall apply to injuries and damage caused by nature, rain, snow, ice, wind, frost, water, steam, gas or odors in any form or by the bursting or leaking of windows, doors, walls, ceilings, floors, pipes, gutters, or other fixtures; and to damage caused to fixtures, furniture, equipment and the like situated at the Premises, whether owned by Tenant or others.
15. **INSURANCE.** Tenant shall (i) insure Tenant and Landlord, as their interests appear, with general public liability coverage on the Premises, in such amounts and with such companies and against such risks as Landlord shall reasonably require and approve, but in amounts not less than One Million Dollars (\$1,000,000.00) combined single limit with deductibles of not more than \$5,000 per occurrence, and (ii) insure Landlord and Tenant, as their interests appear, against loss of the contents and improvements of the Premises under standard

Maine form policies against fire and standard extended coverage risks, in such amounts and with such companies as Landlord shall reasonably require and approve, with waiver of subrogation if such waiver can be obtained without charge. Tenant shall deposit with Landlord certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least thirty (30) days prior written notice to each insured named therein. Notwithstanding anything to the contrary contained in this Section, nothing herein shall constitute a waiver by Landlord of any of the provisions, protections, defenses or limitations under the Maine Tort Claims Act, 14 M.R.S. §8101 et seq., nor any principle of sovereign immunity.

16. **FIRE, CASUALTY, AND EMINENT DOMAIN.** Should a substantial portion of the Premises, or of the property of which they are a part, be damaged by fire or other casualty, or be taken by eminent domain, Landlord may elect to terminate this Lease. When such fire, casualty, or taking renders the Premises unfit for use and occupation and Landlord does not so elect to terminate this Lease, a just and proportionate abatement of rent shall be made until the Premises, or in the case of a partial taking what may remain thereof, shall have been put in proper condition for use and occupation. Landlord reserves and excepts all rights to damages to the Premises and building and the leasehold hereby created, accrued or subsequently accruing by reason of anything lawfully done in pursuance of any public, or other, authority, and by way of confirmation, Tenant grants to Landlord all Tenant's rights to such damages and covenants to execute and deliver such further instruments of assignment thereof as Landlord may from time to time request. Landlord shall give Tenant notice of its decision to terminate this Lease or restore said Premises within ninety (90) days after any occurrence giving rise to Landlord's right to so terminate or restore. Notwithstanding anything to the contrary, Landlord's obligation to put the Premises or the building in proper condition for use and occupation shall be limited to the amount of the proceeds from any insurance policy or policies or of damages which accrue by reason of any taking by a public or other authority, which are available to Landlord for such use.

17. **DEFAULT AND BANKRUPTCY.** In the event that:

- a. Tenant shall default in the payment of any installment of rent or other sum herein specified when due which default is not corrected within ten (10) days after written notice thereof; or
- b. Tenant shall default in the observance or performance of any other of the Tenant's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or
- c. The leasehold hereby created shall be taken on execution, or by other process of law; or
- d. Tenant shall no longer possess 501(c)(3) exempt status or status as a nonprofit corporation under the laws of the State of Maine; or
- e. Any assignment shall be made of Tenant's property for the benefit of creditors, or a receiver, guardian, conservator trustee in bankruptcy or similar officer shall be appointed by a court of competent jurisdiction to take charge of all or any part of Tenant's property, or a petition is filed by Tenant under any bankruptcy, insolvency or other debtor relief law,

then and in any of said cases (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance), Landlord shall be entitled to all remedies available to Landlord at law and equity including without limitation, the remedy of forcible entry and detainer, and Landlord lawfully may, immediately or at any time thereafter, and without demand or notice, mail a notice of termination to Tenant, or, if permitted by law, enter into and upon the Premises or any part thereof in the name of the whole and repossess the same as of its former estate, and expel Tenant and those claiming through or under it and remove it or their effects without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon such mailing or entry as aforesaid, this Lease shall terminate. In addition, Tenant agrees to pay to Landlord, any actual losses associated with any above-described breach.

18. **NOTICE.** Any notice from Landlord to Tenant relating to the Premises or to the occupancy thereof, shall be deemed duly served, if left at the Premises addressed to Tenant, if emailed to Tenant at info@maineartgallerywiscasset.org (or such other email address as designated from time to time to Landlord in writing), or if mailed to the Premises, registered or certified mail, return receipt requested, postage prepaid, addressed to Tenant. Any notice from Tenant to Landlord relating to the Premises or to the occupancy thereof, shall be deemed duly served, if emailed to Landlord at manager@wiscasset.org (or such other email address as designated from time to time to Tenant in writing), or if mailed to Landlord by registered or certified mail, return receipt requested, postage prepaid, addressed to Landlord at Landlord's address set forth in the opening paragraph of this Lease, or at such other address as Landlord may from time to time advise in writing.
19. **SURRENDER.** Tenant shall at the expiration or other termination of this Lease peaceably yield up the Premises and all additions, alterations and improvements thereto in good order, repair and condition, damage by fire, unavoidable casualty, and reasonable wear and tear only excepted, first moving all goods and effects not attached to the Premises, repairing all damage caused by such removal, and leaving the Premises clean and tenantable. If Landlord in writing permits Tenant to leave any such goods and chattels at the Premises, and Tenant does so, Tenant shall have no further claims and rights in such goods and chattels as against Landlord or those claiming by, through or under Landlord.
20. **HAZARDOUS MATERIALS.** Tenant covenants and agrees that, with respect to any hazardous, toxic or special wastes, materials or substances including asbestos, waste oil and petroleum products (the "Hazardous Materials") which Tenant, its agents or employees, may use, handle, store or generate in the conduct of its business at the Premises Tenant will: (i) comply with all applicable laws, ordinances and regulations which relate to the treatment, storage, transportation and handling of the Hazardous Materials (ii) that Tenant will in no event permit or cause any disposal of Hazardous Materials in, on or about the Premises and in particular will not deposit any Hazardous Materials in, on or about the floor or in any drainage system or in the trash containers which are customarily used for the disposal of solid waste; (iii) that Tenant will with advance notice and at all reasonable times permit Landlord or its agents or employees to enter the Premises to inspect the same for compliance with the terms of this paragraph and will further provide upon five (5) days notice from Landlord copies of all records which Tenant may be obligated by federal, state and/or local law to obtain and keep; (iv) that upon termination of this Lease, Tenant will at its expense, remove all Hazardous Materials, which came to exist on, in, or under the Premises during the term of this Lease or any extensions thereof, from the Premises and comply with applicable local, state and federal laws as the same may be amended from time to time; and (v) Tenant further agrees to deliver the Premises to Landlord at the termination of this Lease free of all Hazardous Materials which came to exist on, in, or under the Premises during the term of this Lease or any extensions thereof. The terms used in this paragraph shall include, without limitation, all substances, materials, etc., designated by such terms under any laws, ordinances or regulations, whether federal state or local.
21. **LIMITATION OF LIABILITY.** Tenant agrees to look solely to Landlord's interest in the building for recovery of any judgment from Landlord it being agreed that Landlord is not personally liable for any such judgment. Under no circumstances shall Landlord ever be liable for indirect or consequential damages.
22. **LANDLORD DEFAULT.** Landlord shall in no event be in default in the performance of any of its obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by Tenant to Landlord properly specifying wherein Landlord has failed to perform any such obligation. Further, if the holder of the mortgage on the building of which the Premises are a part notifies Tenant that such holder has taken over Landlord's rights under this Lease, Tenant shall not assert any right to deduct the cost of repairs or any monetary claim against Landlord from rent thereafter due and accruing, but shall look solely to Landlord for satisfaction of such claim.

23. **WAIVER OF RIGHTS.** No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition or duty of the other, shall be construed as a consent or waiver to or of any other breach of the same or other condition or duty.
24. **SUCCESSORS AND ASSIGNS.** The covenants and agreements of Landlord and Tenant shall run with the land and be binding upon and inure to the benefit of them and their respective heirs, executors, administrators, successors and assigns, but no covenant or agreement of Landlord or Tenant, express or implied, shall be binding individually upon any fiduciary, any shareholder or any beneficiary under any trust.
25. **HOLDOVER.** If Tenant fails to vacate the Premises at the termination of this Lease, then the terms of this Lease shall be applicable during said holdover period; but this provision shall not be interpreted as consent or permission by Landlord for Tenant to holdover at the termination of this Lease and the terms of this holdover provision shall not preclude Landlord from recovering any other damages which it incurs as a result of Tenant's failure to vacate the Premises at the termination of this Lease.
26. **JURY TRIAL WAIVER.** NOTWITHSTANDING ANYTHING IN THIS LEASE TO THE CONTRARY, TENANT AND LANDLORD, FOR THEMSELVES AND THEIR SUCCESSORS AND ASSIGNS, HEREBY KNOWINGLY, WILLINGLY, AND VOLUNTARILY WAIVE ANY AND ALL RIGHTS TENANT AND/OR LANDLORD MAY HAVE TO A TRIAL BY JURY IN ANY FORCIBLE ENTRY AND DETAINER ("FED") ACTION OR PROCEEDING BROUGHT BY LANDLORD OR LANDLORD'S SUCCESSORS AND/OR ASSIGNS BASED UPON OR RELATED TO THE PROVISIONS OF THIS LEASE. LANDLORD AND TENANT HEREBY AGREE THAT ANY SUCH FED ACTION OR PROCEEDING SHALL BE HEARD BEFORE A SINGLE JUDGE OF THE APPROPRIATE DISTRICT COURT OR A SINGLE JUDGE OF THE APPROPRIATE SUPERIOR COURT, OR A FEDERAL DISTRICT COURT JUDGE SITTING IN THE DISTRICT OF MAINE.
27. **MISCELLANEOUS.** If Tenant is more than one person or party, Tenant's obligations shall be joint and several. Unless repugnant to the context, "Landlord" and "Tenant" mean the person or persons, natural or corporate, named above as Landlord and Tenant respectively, and their respective heirs, executors, administrators, successors and assigns. Landlord and Tenant agree that this Lease shall not be recordable but each party hereto agrees, on request of the other, to execute a Memorandum of Lease in recordable form and mutually satisfactory to the parties. If any provision of this Lease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease and the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. The submission of this Lease or a summary of some or all of its provisions for examination by Tenant does not constitute a reservation of or option for the Premises or an offer to lease said Premises, and this document shall become effective and binding only upon the execution and delivery hereof by both Landlord and Tenant. Employees or agents of Landlord have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. All negotiations, considerations, representations and understandings between Landlord and Tenant are incorporated herein and no prior agreements or understandings, written or oral, shall be effective for any purpose. No provision of this Lease may be modified or altered except by agreement in writing between Landlord and Tenant, and no act or omission of any employee or agent of Landlord shall alter, change, or modify any of the provisions hereof. This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine. The headings herein contained are for convenience only, and shall not be considered a part of this Lease.
28. **BROKERAGE.** Tenant and Landlord each warrant and represent to the other that it has not dealt with any broker, finder or similar person concerning the leasing of the Premises.

29. **MUNICIPALITY; IMMUNITY.** Tenant acknowledges that Landlord is the municipal property tax assessing and collection authority for the jurisdiction where the Premises are located. Tenant further acknowledges that Landlord is the permit issuing authority for the jurisdiction where the Premises are located and cannot by contract vary or determine the status or qualification of any permit to be issued by the municipality. Notwithstanding anything to the contrary contained in this Lease, nothing herein shall constitute a waiver by Landlord of any of the provisions, protections, defenses or limitations under the Maine Tort Claims Act, 14 M.R.S. §8101 et seq., nor any principle of sovereign immunity.

[Remainder of Page Intentionally Left Blank]

DRAFT

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amended and Restated Lease as of the date first above written.

WITNESSETH:

LANDLORD:
THE INHABITANTS OF THE
MUNICIPALITY OF WISCASSET

By: _____
Name: _____
Title: _____

WITNESSETH:

TENANT:
MAINE ART GALLERY, INC.

By: _____
Name: _____
Title: _____

DRAFT

ARTICLE IV - PORT AND HARBOR

1. PURPOSE AND WATERFRONT COMMITTEE

1.1 PURPOSE

It is the Town's policy to make Wiscasset's tidal waters and public launching and docking facilities available to the public for responsible use, economic benefit and general enjoyment. [3-99]

1.1.1 The Board of Selectmen shall be authorized to make rules and regulations governing the use of Wiscasset Harbor and all areas set forth in Article IV by resolution, after a public hearing held at least 10 days before their enactment.

1.2 WATERFRONT COMMITTEE

1.2.1 The Board of Selectmen shall appoint a Waterfront Committee, which shall convene from time to time at the request of the Board of Selectmen, the Harbormaster or the Committee's Chair. The composition of the Committee shall be representative of the varied Town interests as determined by the Board of Selectmen. [3-99]

1.2.2 The Waterfront Committee's duty shall be to advise the Board of Selectmen regarding harbor and waterfront facilities, uses and regulations. [3-99]

1.2.3 The Waterfront Committee shall consist of five members each of whom shall serve at the pleasure of the Board of Selectmen. Unless an appointment is sooner terminated by the Board of Selectmen, each Committee member shall serve for 3 years, and the terms of the members shall be staggered. [3-99]

1.2.4 Not more than one (1) non-resident of the Town of Wiscasset may serve as a member. Non-resident members shall not have voting privilege. [6-16]

2. HARBORMASTER

2.1 APPOINTMENT AND AUTHORITY

The Selectmen shall appoint a Harbormaster, and as necessary, Deputy Harbormasters, who shall enforce the Port and Harbor Ordinance and exercise the

powers granted by 38 MRSA section 1 - 5 as amended, except that they shall not carry weapons or make arrests. [3-99, 3-01]

2.2 TERM

The Harbormaster and any deputies shall serve one-year terms. [3-99]

2.3 COMPENSATION [3-99]

Compensation of the Harbormaster and any deputies shall be set by the Selectmen.

2.4 DUTIES

2.4.1 Enforce the harbor rules and the use of town wharves and floats. [3-99, 3-01]

2.4.2 Advise the Selectmen on matters affecting tidal waters and related public facilities. [3-99]

2.4.3 Assign temporary and permanent berthing and mooring locations within the tidal waters of Wiscasset. [3-99]

2.4.4 Place and maintain or cause to be placed and maintained, either on land or water, such signs, notices, signals, buoys, waterway markers, or control devices as he deems necessary to carry out the provisions of this ordinance, or to secure public safety and the orderly and efficient use of the Wiscasset tidal waters and related public facilities. [3-99]

2.4.5 Designate, and extend as necessary and practicable, with the approval of the Selectmen, sufficient mooring area to meet the needs of the town. [3-99]

2.4.6 Maintain an up-to-date chart of all channels and mooring areas within the tidal waters of Wiscasset. [3-99]

2.4.7 Designate sections of floats and docks where: [3-99]

a. Boats used as tenders may be tied up on a continuing basis.

b. Vessels may be tied up for various purposes, and the length of time such vessels may remain.

c. Lobster, crab, or worm cars may be secured or stored. [3-01]

2.4.8 Maintain clear approach channels to all town landings and launch facilities.

3. MOORINGS

3.1 PERMITS

No mooring shall be placed except under the direction of and with a permit from the Harbormaster. Permits are valid for one calendar year, apply only to the assigned vessel, are not transferable to another owner except as provided below, and are renewable annually by application to the Harbormaster before May 1. Mooring assignments may be transferred only at the request or death of the assignee, only to a member of the assignee's family and only if the mooring assignment will continue to be used for commercial fishing purposes. For the purposes of this section, "member of the assignee's family" means an assignee's parent, child or sibling, by birth or by adoption, including a relation of the half blood, or an assignee's spouse. Any mooring without a permit is subject to removal by the Harbormaster at the owner's expense (see section 3.8). change of vessel requires a new or amended permit. A new permit at another location may be issued provided space is available. [3-99, 3-01, 6-08]

3.1.1 UNPAID PERMIT FEES

Mooring permit fees that are not renewed and paid after one year becomes subject to removal following 14 days notice sent by first class mail to the applicant's address indicated on the mooring assignment permit application.

3.2 MOORING BUOYS

Mooring buoys shall be white with a horizontal blue stripe. The Harbormaster shall assign a identifications number to each mooring to be placed by the owner on the mooring buoy. Identification numbers must be at least three inches high and clearly visible at all times. Any mooring not having an identification number is subject to removal by the Harbormaster at the owner's expense. (see section 3.8) [3-99, 3-01]

3.3 TEMPORARY USE

A mooring permit holder may allow the use of his mooring by a boat other than his own for not more than 7 calendar days in one calendar year, provided the boat is of the same size (or smaller) and type as the vessel listed on the mooring permit, and provided he notifies the Harbormaster of such temporary use. [3-01]

3.4 UNAUTHORIZED USE

No person shall tie a vessel to a mooring owned by someone else without permission of the owner. Enforcement of this section is by civil complaint, not by the Harbormaster. [3-01]

3.5 REGISTER AND MOORING CHART

The Harbormaster shall maintain a public register listing for each mooring: owner's name, residency status, address, and telephone number; the name, length and type of vessel, and whether it is commercial or non-commercial; the type of mooring; and the vessel's registration number. The Harbormaster shall also maintain a mooring chart for each mooring area on which each mooring is indicated by its identification number. [3-99]

3.6 FEES

The Board of Selectmen shall be authorized to set fees for the use of all harbor facilities, after a public hearing held at least 10 days before the fees being set. For purposes of this section a resident is a person who resides at least part of the year in Wiscasset and who pays the boat excise tax in Wiscasset. [3-99, 3-01, 6-13]

3.7 REVOCATION

The Harbormaster may revoke or suspend in writing, giving his reasons, any mooring permit for violations of this ordinance, or in the interest of public safety, or to relieve congestion. [3-99]

3.8 MOORING CONFLICTS

If a conflict develops such that two vessels swinging on their moorings strike each other, the Harbormaster shall direct that one or both of the moorings be removed or moved to a designated location at owner's expense within ten days after the owner receives notification by the Harbormaster, which notice shall be deemed to have been given when the Harbormaster posts, by first class U.S. Mail, a notice to the owner's registered address. In the interest of preserving property the Harbormaster may relocate a vessel on an emergency basis without the owner's permission to another mooring or dock. [3-99, 3-01]

3.9 WAITING LIST

Whenever there are more applicants for a mooring assignment than there are mooring spaces available, the Harbormaster shall create a waiting list in chronological order of application receipt. When a space becomes available it

shall be offered to the first applicant on the list for the configuration and size of whose vessel the space would be suitable except that: [3-99]

- 3.9.1 If less than 10% of all moorings are currently assigned to non-resident commercial applicants, then the next available space, if suitable, shall be offered to the first such applicant on the list; [3-99]
- 3.9.2 If less than 10% of all moorings are currently assigned to non-resident non-commercial applicants, then the next available space, if suitable, shall be offered to the first such applicant on the list; [3-99]
- 3.9.3 If neither non-resident commercial or non-resident non-commercial applicants currently constitute 10% of moorings assigned, then whichever has the lowest percent shall be offered the first available and suitable space; and [3-99]
- 3.9.4 Littoral owners with at least 100 feet of shore frontage who are applying for a mooring in front of their property shall not be placed on a waiting list but assigned a mooring space, based only on the suitability of the location, the ownership of a vessel and payment of the fee. If space fronting their property is not suitable they may apply in the usual manner for mooring space in the designated mooring areas. [3-99]

Applicants may decline a space when offered without losing their position on the list. Waiting list positions may be retained from one year to the next by submitting a new application before May 1st. Applications not renewed shall be removed from the waiting list on that date. [3-99, 6-13]

3.10 INSPECTION OF MOORING

All moorings shall be inspected at least every three (3) years by a qualified person at the owners expense. All defects found will be corrected within a reasonable time to be determined by the Harbormaster. A record of all inspections will be maintained by the Harbormaster. The Harbormaster will supply a list of qualified inspectors. No watercraft will be allowed to remain on an unsafe mooring until the mooring is certified corrected.

3.11 REMOVAL OF MOORING

In case of the neglect or refusal of the master or owner of any boat or vessel to remove his mooring or to replace it by one of different character, when so directed by the Harbormaster, the Harbormaster shall cause the entire mooring to be removed, and collect from the master or owner of that boat or vessel the sum

fees of \$100 for the necessary expenses. [3-99, 3-01] Before removing a permitted mooring or a buoy, the Harbormaster shall notify the owner by mail at his last known address of the action desired of him. [3-99, 3-01]

3.12 REMOVAL OF VESSELS

A Harbormaster, upon receiving complaint from the master, owner or agent of any vessel, shall cause any other vessel or vessels obstructing the free movement or safe anchorage of that vessel to remove to a position to be designated by the Harbormaster and shall cause, without any complaint being made to the Harbormaster, any vessels anchoring within the channel line as established by the municipal authorities, as provided in MRSA 38 Section 2, to remove to such anchorage as the Harbormaster may designate.

If that vessel has no crew aboard or if the master or other person in charge neglects or refuses to move such vessel as directed by the Harbormaster, the Harbormaster may put a suitable crew on board and move that vessel to a suitable berth at a wharf or anchorage or other location at the cost and risk of the owners of the vessel and shall charge \$100, to be paid by the master or owner of that vessel, which charge, together with the cost of the crew for removing that vessel the Harbormaster may collect by civil action.

4. HARBOR RULES

- 4.1 No vessel shall be operated within any designated mooring area or approach channel to public launching area or docking facilities at a speed which exceeds five miles per hour or which produces a wash or wake which visibly and unnecessarily disturbs anchored or moored vessels or floats, or endangers or disturbs a person on or near the water. This shall be described as "no wake speed". [3-99]
- 4.2 No person shall use or operate any boat floatplane or other watercraft while under the influence of alcohol or drugs; or recklessly; or so as to cause danger, annoyance or inconvenience to the public anywhere within the tidal waters of Wiscasset. [3-99]
- 4.3 No water skiing shall be allowed within the mooring areas or approach channels.
- 4.4 Lobster traps and pot buoys may only be placed in the designated mooring area so as to not interfere with any mooring or moored vessel. Any pot buoy interfering or entangled with any mooring or moored vessel must be removed as soon as possible, by the pot buoy owner upon notification by the Harbormaster or any other party. Any pot buoy owner who fails to remove a pot buoy in violation of

this section, within forty-eight hours of notification, is subject to the penalties for violation of this ordinance. No other fishing gear such as nets, trawls and the like may be placed in the designated mooring area. [6-13]

4.5 No pot buoys or any other objects or obstructions may be placed in designated approach channels. [3-99, 3-01]

4.6 Vessels anchoring in Wiscasset waters for more than 7 calendar days shall obtain a permit from the Harbormaster, and shall be limited to 14 calendar days in any calendar year.

5. USE OF TOWN WHARVES AND FLOATS

5.1 To insure that the Town Landing Facilities are available for use by the general public, the town wharves and floats shall be used only for loading and unloading, with a maximum time limit set by the Harbormaster. Extension of this time limit for reasons of safety or hardship requires written permission from the Harbormaster. [3-99]

5.2 Boats less than 15 ft. in length and used specifically as tenders to vessels moored or anchored in the harbor may tie-up on a continuing basis at specific sides of certain floats designated by the Harbormaster for that purpose. [3-99]

5.3 Swimming and recreational fishing from the Town landings are permitted provided they do not cause litter, disturb the peace, or interfere with the docking or loading or unloading of vessels. [3-99]

5.4 No person shall place or maintain on the Town landing facilities any boats, barrels, boxes, gear, traps, pots, nets, sails, equipment, or other materials longer than is necessary for the prompt loading or unloading of the same. [3-99]

5.5 No person shall deposit or leave rubbish, garbage, or litter of any kind on the Town landings or launching facilities. [3-99]

5.6 The following uses require payment of fees established by the Board of Selectmen: [6-13]

1. Use of designated floats for commercial fishing

2. Use of designated floats for commercial fishing including use of the mast and boom

3. Securing lobster, crab or worm cars to designated floats

4. Overnight tie-up of recreational vessels when permitted

6. POLLUTION OF WATERS

No person shall deposit or sweep or cause to be deposited or swept into the tidal or fresh waters of the Town of Wiscasset any gas, oil, bilge water containing gas or oil, ashes, dirt, stones, gravel, mud, logs, brush, planks, building materials, shells, bait, dead fish, bottles, cans, paint, chemicals, or any other liquid or solid waste or rubbish that floats on, dissolves in, or otherwise pollutes the water, obstructs navigation, or decreases water depth. [3-99]

7. ABANDONMENT OF WATERCRAFT

No person may bring into or maintain in the harbor any derelict watercraft, watercraft for salvage, or abandon any watercraft in the harbor without a permit from the Harbormaster. Whoever does so without permit is guilty of a Class E crime. Watercraft, which is to be salvaged by firms licensed by the State to do salvage work, shall be excluded from this section. The Harbormaster shall be the sole determiner as to what constitutes a watercraft that is derelict and what constitutes a watercraft that is abandoned. [3-99]

8. TOWN RESPONSIBILITY FOR BOATS

The Town accepts no responsibility for preventing damage to boats moving, drifting, anchored, or moored in the harbor or using the Town Landing facilities or launching facilities. Responsibility for the safety of any boat in the harbor lies with its owner or master or his representative. [3-99]

9. POSTING OF ORDINANCE

This ordinance shall be posted at several conspicuous locations at the Town Landing and launching areas. Their removal or defacement is a violation of these ordinances. [3-01]

10. PENALTIES

In addition to any penalties imposed by State Law, any person, firm, corporation or other entity who violates any section of this Port and Harbor Ordinance, or who fails to obey lawful orders of the Harbormaster, shall be subject to a fine of \$50.00 (fifty dollars) for each offense. Each day in which a violation is proved to exist shall constitute a separate offense under this Section. [3-99]

11. VALIDITY/SEVERABILITY CLAUSE

If any part of this Ordinance is held to be invalid or unconstitutional, such decision shall not affect the validity of the remainder of this Ordinance. [3-99]



\$30 pd?

date: March 9, 2022

returning vendor(y/n) Y

TOWN OF WISCASSET

Pier Vendor Permit Application

APPLICANT NAME: DEIRDRE & BRAD SMITH

BUSINESS NAME: INDUSTRIALME, LLC

MAILING ADDRESS: P.O. Box 155, Woolwich, ME 04579

PHONE NUMBER: 207 747-9540 CELL: 207 747-9540

EMAIL: industrialme llc @ gmail . com

PERMIT PER EACH SPOT: (Operating: May - Oct /calendar year) \$1000 (10' X 20') or \$1500(30' x 34').

LADDER SIGN: \$50; TO READ: _____

I REQUEST ELECTRICAL SERVICE, \$100 NONREFUNDABLE DEPOSIT see Pier Policies for details

EVENT PERMIT DATE(S) _____

DAY USE PERMIT \$35: DATE(S): _____

RETURNING VENDORS CHECK HERE IF NO CHANGES TO BUSINESS

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



date: 4/7/2022

returning vendor(y/n) y

TOWN OF WISCASSET

Pier Vendor Permit Application

APPLICANT NAME: Wiscasset Area Chamber of Commerce

BUSINESS NAME: Same

MAILING ADDRESS: 297 Bath Rd Wiscasset ME 04570

PHONE NUMBER: 207-882-9600 CELL: 207-542-0086

EMAIL: info@wiscassetchamber.com

PERMIT PER EACH SPOT: (Operating: May – Oct /calendar year) ___ \$1000 (10' X 20') or ___ \$1500(30' x 34').

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

I REQUEST ELECTRICAL SERVICE, see Pier Policies for details

___ EVENT PERMIT DATE(S) _____

___ DAY USE PERMIT \$35: DATE(s): _____

RETURNING VENDORS CHECK HERE IF NO CHANGES TO BUSINESS

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



date: 2-6-2022

returning vendor Yes

TOWN OF WISCASSET

Pier Vendor Permit Application

APPLICANT NAME: Todd Jubinville & Elke Wiede-Jubinville

BUSINESS NAME: THE POTTER'S SHED

MAILING ADDRESS: 605 Hallowell-Hitchfield Rd West Gardiner ME 04345

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

EMAIL: elkewiede@gmail.com AND thepotterssheds@gmail.com

PERMIT PER EACH SPOT: (Operating: May - Oct /calendar year) ___ \$1000 (10' X 20') or ___ \$1500 (30' x 34').

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

___ I REQUEST ELECTRICAL SERVICE, see Pier Policies for details

___ EVENT PERMIT DATE(S) _____

___ DAY USE PERMIT \$35: DATE(S): _____

RETURNING VENDORS CHECK HERE IF NO CHANGES TO BUSINESS

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

Sales of arts and crafts



date: 3/29/22

returning vendor(y/n) _____

\$30 fee
pd

TOWN OF WISCASSET

Pier Vendor Permit Application

APPLICANT NAME: Shane McCarthy, Jessica Pancake, Mike Erns

BUSINESS NAME: The River Shack

MAILING ADDRESS: 3 Heritage Ln. Apt. 1B, Wiscasset, ME 04578

PHONE NUMBER: Jessica 601-645-9940 Shane CELL: 617-913-9663

EMAIL: Jess Pancake @ gmail . com

PERMIT PER EACH SPOT: (Operating: May - Oct /calendar year) \$1000 (10' X 20') or \$1500(30' X 60')

LADDER SIGN: \$50; TO READ: _____

I REQUEST ELECTRICAL SERVICE, \$100 NONREFUNDABLE DEPOSIT see Pier Policies for details

EVENT PERMIT DATE(S) _____

DAY USE PERMIT \$35: DATE(S): _____

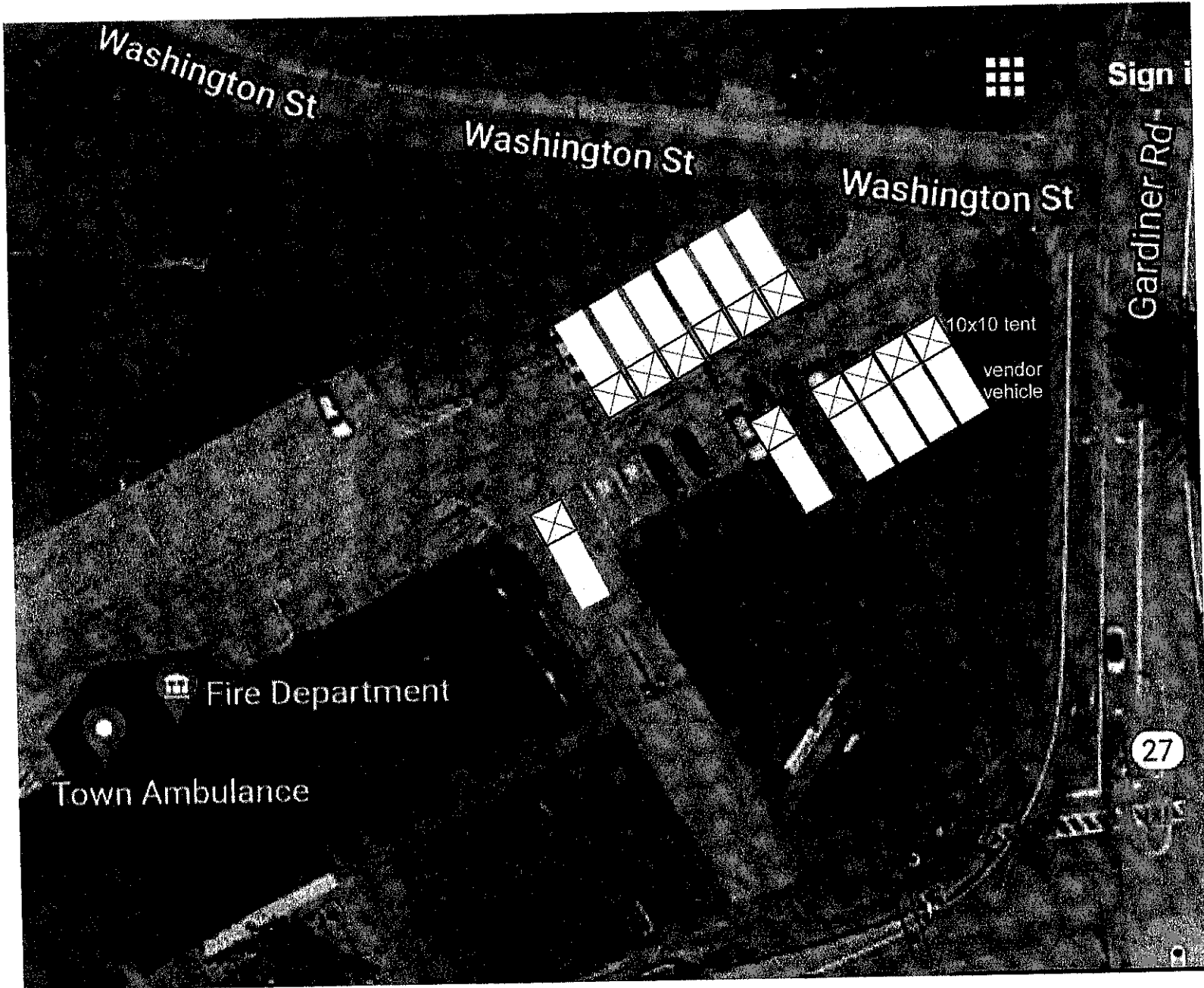
RETURNING VENDORS CHECK HERE IF NO CHANGES TO BUSINESS

DESCRIPTION OF ALL BUSINESS ACTIVITIES THAT WILL TAKE PLACE ON SITE: INCLUDING ELECTRICAL REQUIREMENTS We will operate as previous business, Q.T.'S Ice Cream, did. Our goal is to serve ice cream, soft serve, smoothies, & snacks.

Wiscasset Farmers Market proposed location.

10d

Friday mornings, June to October, 2022



29Mar22

Wiscasset Farmers' Market

Vendor List 2022

- 1. Beth Hawks Farm and Greenhouse**
Bath, Maine
Vegetable, Annuals and vegetable seedlings
- 2. Big Barn Coffee**
Wiscasset, Maine
Freshly roasted fair trade organic coffee
- 3. Blue Tin Farm**
Edgecomb, Maine
Goat cheese, soaps and lotions
- 4. Farmer One Love**
Belfast, Maine
Fresh Mushrooms
- 5. Green Meadow Farm**
Union, Maine
100% Grass Fed Beef, Pork, Poultry, Turkey, Farm Fresh Eggs
- 6. Grey Goose Gourmet**
Wayne, Maine
Assorted Pepper Jellies and baked goods
- 7. Heritage Home Farm**
Appleton, Maine
Organic Lamb, Organic Kosher Chicken
- 8. Marcoux Family Farm**
Wiscasset, Maine
Maple Syrup and value added maple syrup products
- 9. Pachamama**
Wiscasset, Maine
Specialty fruit and vegetables
- 10. SeaLyon Farm**
Alna Maine
Vegetables, Jams and Lavender Products
- 11. Tin Top Cider**
Alna, Maine
Hard Cider
- 12. Underground Beets**
Alna, Maine
Vegetables

10e

date: _____

returning vendor(y/n)_____



TOWN OF WISCASSET

Pier Vendor/Event Permit Application

APPLICANT NAME: _____

BUSINESS NAME: _____

MAILING ADDRESS: _____

PHONE NUMBER: _____ CELL: _____

EMAIL: _____

PERMIT PER EACH SPOT: (Operating: May – Oct /calendar year) ___ \$1000 (12' X 20') or ___ \$1500(30' x 34').

___ LADDER SIGN: \$50; TO READ: _____

___ I REQUEST ELECTRICAL SERVICE, \$150 NONREFUNDABLE DEPOSIT see Pier Policies for details

___ EVENT DATE(S) _____

___ DAY USE DATE(s): _____

___ RETURNING VENDORS CHECK HERE IF NO CHANGES TO BUSINESS

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

LIST FOR APPROVAL OF ACCESSORIES, FURNITURE etc.: (please list all furniture and size and attached a sketch of placement)

- ATTACH A CERTIFICATE OF INSURANCE, NAMING THE TOWN OF WISCASSET AS AN ADDITIONAL INSURED.
- ATTACH A PHOTO OR SKETCH OF THE PROPOSED STRUCTURE, SCHEDULE OR PLAN
- INCLUDE \$30 APPLICATION FEE. SUBMIT TO THE TOWN OFFICE, Attn: Administrative Assistant

I represent that all of the above information is true and correct. I have read the attached Pier Policies and agree that I will comply with all rules and regulations. I acknowledge failure to comply with one or several of the Pier Policies may result in this permit being terminated and removal of aforementioned business from the Pier.

Signature

Date:

Office use only

Application Fee _____

Sign Fee _____

Electric Deposit _____

Total amount _____

Application complete _____

other documentation: Business License, sketches, schedules, etc.. _____

Recommended _____ Not Recommended _____

Approved by _____ Date _____
Waterfront Committee

Approved by _____
Wiscasset Select Board

Approval Date _____ Expiration date _____

Town of Wiscasset Pier Policies 2020

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

At all times the Town of Wiscasset through its Town Manager will retain total rights and control of all activities at the pier. The Town may cancel permits or activities that it deems are not in adherence with State and Local Ordinances and regulations of the pier or that may be detrimental to the character and reputation of the Town. The Town through its authorized agents may perform inspection of any operation and equipment on the Pier(s).

VENDOR (SEASONAL) PERMITS:

For the purpose of this section, Seasonal means April 15 – October 31

- All VENDOR permits may be applied for February 1st of each year.
- All supporting, required documents must accompany Application with a \$30 non refundable processing fee
- Applicant will be notified of approval by the Town and invoiced. Payment to the Town Office in full is required prior to opening.
- VENDOR Permits will be re- issued on a seniority basis. No space will be held without current approval and payment. Permit Fees are non-refundable and not prorated. Fee payment is due by May 1 for the upcoming season.
- Placement of VENDOR structures shall be recommended by the Waterfront Committee, considering vending type. And coordinated with Public Works Dept.
 - Permits once approved shall be paid in advance by May 1st. The Seasonal permit fee will be \$1500 for each 30x34 square foot space and \$1000 for each 12x20 square foot space.
 - In order to create a center of activity at the waterfront all vendors will maintain standard business operating hours a minimum of 5 hours per day at least 5 days per week: Memorial Day weekend to Indigenous People's Day Weekend.
 - All structures shall be no taller than 12 feet (including roof peak and signs) and their longest dimension will not exceed 20 feet, length; 12 ft wide. No drilling, sawing, or altering of the pier in any way.
 - Vendors, their property, and employees shall hold themselves to a code of conduct and dress in accordance with the character and reputation of the traditional village waterfront of Wiscasset.

SINGLE AND RECURRING (EX: 4 THURSDAYS) DAY USE PERMITS

- Single and Recurring Day-Use permits shall make application(to include each Date) for each event; The daily fee assessed by the Town Manager for each 10x10 foot space. DAY USE Permit fee approval shall be determined by the Town Manager, Fees may be waived for town sponsored events and other approved circumstances.

EVENT AND CONSECUTIVE (EX: LONG WEEKEND) DAY PERMITS

- Event and Consecutive Day permits shall be applied for minimally 15 days before an event. Application fee \$30. Blanket approval for a series of events sponsored by an organization shall be made minimally 30 days prior to the commencement. Approval and scheduling shall be made by the Waterfront Committee/or Town Manager. All appropriate documentation, detailed activity/schedule, Business Licensing and insurance requirements are to be included.

ALL PERMITS ON WISCASSET PIERS:

1. RETURNING APPLICANTS will be re- issued on a seniority basis. No space will be held without current approval and payment. Permit Fees are non refundable and not pro rated.
2. Individual electric service is the responsibility of the Applicant to contact Public Works: 207 882 8220.- . Absolutely no extension cords are to be run along the Pier. An ELECTRIC BRIDGE (Floor Cord Cover) is required. 110 service only (1outlet) available per spot. The electric (voltage) requirements of the Vendor/Applicant must be specific on the application (Ex: coffee maker, air conditioner). A \$150 nonrefundable deposit to be included with invoice payment once approved and prior to placement. Usage determined thus: reading May 1, final reading for the season October 31. Vendor will be billed by the Town after October 31 amounts exceeding \$100 deposit. Extension cords on the Pier are forbidden.
3. There is no water available on Main St or Memorial (Recreational) Pier; Any required water shall be approved by the Town
4. Appropriate trash receptacles and removal is expected of the vendor
5. Delivery and other vehicles are forbidden at all times on the Pier.
6. Shelters, TENTS or vendor stalls may be affixed using anchor clips to the pier for high wind protection. No Drilling or sawing into the Pier structure. All vendor spaces shall be temporary in nature. The pier will be left in the same condition when the vendor leaves as when the vendor arrived.
7. Accessories may be permitted, so long as such items do not interfere in the use of the pier by other businesses. Any furniture shall be accessory in nature with minimal impact on the pier operation (hence no skate boarding or biking). Approval of such accessories must be specifically listed on the permit application. Additional equipment must be concealed in order to be aesthetically pleasing.
8. All applicants must show proof of \$1,000,000 (one million dollars) of liability insurance and shall name the Town of Wiscasset as additional insured up to the limit of liability for municipalities identified in the Maine Tort Claims Act
9. In order to accommodate visitors to the pier ALL APPLICANTS are required to find ALTERNATIVE, legal parking for ALL vehicles for themselves, the business, or employees and **shall not park in adjacent areas to the pier.**
10. Violations of these policies may result in the immediate cancellation of the permit and impact any future approval of permits. The Town Manager shall have the ultimate authority to determine if vendors are in compliance with policy. Vendors who are deemed to be in violation of any section of this policy may be removed by the Town at the owner's expense.
11. Vendors are required to remove all property from the Pier in an emergency situation; or with advance notice from the Town of Wiscasset.

Approved 2/25/2020

Process:

Apply online, or Return application and documents to Town Office with fee (\$30, seasonal business/Event only) and Payment (held pending approval)

Returning vendors with no changes will be expedited.

Day use permits will be received and reviewed by Town Manager. Vendor will be notified of decision.

New Vendors and all Event permits will be reviewed by Waterfront Committee; passed on to the Selectboard for final approval.

Town will notify vendor of decision

Vendor will schedule a time for placement on the Pier with Public Works: 882 8220.

Discuss Parking and trash removal

Accessibility

Calendar of activities for the season...

HM Payson Monthly Statement of Wiscasset Accounts

Account Name	Market Value as of 01/31/2021	Market Value as of 02/28/2022	Market Value as of 03/31/2022	Change in Market Value
Montsweag Dam Reserve Fund	\$ 229,873.16	\$ 224,553.38	\$ 228,537.04	\$ 3,983.66
Cemetery Trust Fund	\$ 2,442,438.86	\$ 2,385,915.38	\$ 2,428,242.40	\$ 42,327.02
General John French Scholarship	\$ 86,645.11	\$ 83,663.09	\$ 85,147.31	\$ 1,484.22
Jackson Cemetery Fund	\$ 42,689.76	\$ 41,701.83	\$ 42,441.63	\$ 739.80
Larabee Band Fund	\$ 1,012,626.59	\$ 989,192.15	\$ 1,006,740.78	\$ 17,548.63
Haggett Scholarship Fund	\$ 19,564.49	\$ 18,623.30	\$ 18,953.68	\$ 330.38
Mary Bailey Fund	\$ 629,251.72	\$ 614,689.43	\$ 625,594.25	\$ 10,904.82
Seth Wingren Fund	\$ 39,540.37	\$ 38,625.32	\$ 39,310.55	\$ 685.23
Wiscasset Community Center Endowment Fund	\$ 4,479.71	\$ 4,376.04	\$ 4,453.67	\$ 77.63
Cooper-DiPerri Scholarship Fund	\$ 44,568.97	\$ 43,537.55	\$ 44,309.92	\$ 772.37
Recreation Scholarship	\$ 1,157.59	\$ 1,130.80	\$ 1,150.86	\$ 20.06
Town of Wiscasset Edowment Fund Total	\$ 4,552,836.33	\$ 4,446,008.27	\$ 4,524,882.09	\$ 78,873.82
Town of Wiscasset Capital Reserve	\$ 569,567.36	\$ 555,942.08	\$ 565,726.14	\$ 9,784.06
Town of Wiscasset Construction Reserve	\$ 2,513,835.20	\$ 2,453,698.84	\$ 2,496,881.66	\$ 43,182.82
Town of Wiscasset Equipment Reserve	\$ 5,109,820.54	\$ 4,987,582.61	\$ 5,075,359.42	\$ 87,776.81
Town of Wiscasset Furnace Replacement Reserve	\$ 517,100.40	\$ 504,730.25	\$ 513,613.03	\$ 8,882.78
Town of Wiscasset Major Repairs Reserve	\$ 696,575.62	\$ 679,912.02	\$ 691,877.84	\$ 11,965.82
Town of Wiscasset Recreation Building Reserve	\$ 2,724,732.05	\$ 2,659,550.58	\$ 2,706,356.19	\$ 46,805.61
Town of Wiscasset Retirement Health Insurance Reserve	\$ 206,061.49	\$ 201,132.06	\$ 204,671.79	\$ 3,539.73
Town of Wiscasset Roof Repair Reserve	\$ 474,846.89	\$ 463,487.53	\$ 471,644.48	\$ 8,156.95
Town of Wiscasset Sale of Cemetery Lots Reserve	\$ 143,165.30	\$ 139,740.47	\$ 142,199.78	\$ 2,459.31
Town of Wiscasset Highway Department Capital Reserve	\$ 3,342.69	\$ 3,262.73	\$ 3,320.15	\$ 57.42
Town of Wiscasset Fire Department Vehicle Capital Reserve	\$ 4,456.95	\$ 4,350.33	\$ 4,426.89	\$ 76.56
Town of Wiscasset Reserve Funds Total	\$ 12,963,504.49	\$ 12,653,389.50	\$ 12,876,077.37	\$ 222,687.87

1 SELECTMEN REPORT

Department(s): 100 - 134
March

Account	Budget Net	Curr Mnth Net	YTD Net	Pending Activity	Unexpended Balance	Percent Spent
100 - ADMINISTRATI	189,492.00	10,620.19	106,896.47	0.00	82,595.53	56.41
101 - AIRPORT	114,820.22	8,863.47	60,721.25	0.00	54,098.97	52.88
102 - ANIMAL CONTR	15,575.00	0.00	8,989.62	0.00	6,585.38	57.72
103 - ASSESSING	6,492.00	0.00	4,811.75	0.00	1,680.25	74.12
104 - BRDS & COMM	3,072.00	214.77	531.82	0.00	2,540.18	17.31
105 - CELEBRATIONS	13,850.00	0.00	12,168.24	0.00	1,681.76	87.86
106 - CLERK	95,280.00	7,190.61	71,830.14	0.00	23,449.86	75.39
107 - CEO	36,827.00	2,786.16	25,617.26	0.00	11,209.74	69.56
108 - COMMUN ORG	62,050.00	28,625.00	62,050.00	0.00	0.00	100.00
109 - CONTINGENCY	50,000.00	0.00	10,046.76	0.00	39,953.24	20.09
110 - CONTRACTS	254,000.00	5,576.45	94,049.29	0.00	159,950.71	37.03
111 - COUNTY TAX	661,295.00	0.00	661,294.52	0.00	0.48	100.00
112 - DEBT SERVICE	231,868.00	55,466.56	221,866.24	0.00	10,001.76	95.69
113 - ELECTIONS	22,668.00	116.36	4,832.75	0.00	17,835.25	21.32
114 - EMS	669,586.36	43,478.15	441,240.13	0.00	228,346.23	65.90
115 - FD FIRE DEPT	147,839.00	10,178.72	82,824.94	0.00	65,014.06	56.02
116 - FINANCE	266,039.00	18,069.23	168,824.88	0.00	97,214.12	63.46
117 - GA	24,703.00	1,200.00	12,461.52	0.00	12,241.48	50.45
118 - MUN BULIDING	77,160.00	9,907.95	47,268.04	0.00	29,891.96	61.26
119 - MUN INSURANC	160,875.00	2,787.56	101,862.98	0.00	59,012.02	63.32
120 - OVERLAY	43,819.60	0.00	1,483.91	0.00	42,335.69	3.39
121 - PARKS & REC	823,891.00	78,549.98	633,322.25	0.00	190,568.75	76.87
122 - PLANNING	63,588.78	0.00	13,483.20	0.00	50,105.58	21.20
123 - POLICE	587,112.00	40,641.82	364,488.70	0.00	222,623.30	62.08
125 - PUBLIC UT	317,930.00	26,679.99	215,214.02	0.00	102,715.98	67.69
126 - PUBLIC WORKS	712,215.00	54,968.45	472,840.94	0.00	239,374.06	66.39
127 - SELECTMEN	27,362.00	1,283.73	17,166.75	0.00	10,195.25	62.74
128 - SCHOOL TOWN	5,923,208.52	0.00	3,948,806.00	0.00	1,974,402.52	66.67
129 - SR CENTER	14,466.00	1,189.20	8,049.64	0.00	6,416.36	55.65
130 - SHELLFISH	6,000.00	290.35	2,616.80	0.00	3,383.20	43.61
131 - TIF	246,512.54	0.00	246,512.54	0.00	0.00	100.00
132 - TRANSFER ST	610,120.18	35,456.90	441,335.20	0.00	168,784.98	72.34
133 - WATERFRONT	61,975.00	1,704.49	22,208.89	0.00	39,766.11	35.84
134 - COMP PLAN	20,000.00	0.00	2,576.64	0.00	17,423.36	12.88
Final Totals	12,561,692.20	445,846.09	8,590,294.08	0.00	3,971,398.12	68.38

@7590 of FY

Revenue Detail Report

Fund: 1
July to March

Account----- Date Jrnl Desc----	Current Budget	Debits	Credits	Uncollected Balance
101 - AIRPORT	61,990.00	0.00	0.00	61,990.00
01 - Fuel Sale XF	23,000.00	0.00	0.00	23,000.00
02 - Plane Excise	4,260.00	0.00	0.00	4,260.00
03 - Hang/Tie dow	10,000.00	0.00	7,111.32	2,888.68
04 - Leases	16,130.00	250.00	17,665.00	-1,285.00
05 - Misc	6,600.00	0.00	5,645.48	954.52
06 - Car Rentals	500.00	0.00	20.00	480.00
07 - Ramp Fees	1,500.00	0.00	2,935.85	-1,435.85
08 - Cenergy Leas	0.00	0.00	7,451.63	-7,451.63
Department..	61,990.00	250.00	40,829.28	21,410.72
102 - ANIMAL CONTR	400.00	0.00	0.00	400.00
01 - Late Fees	200.00	0.00	550.00	-350.00
02 - Fines	200.00	0.00	0.00	200.00
Department..	400.00	0.00	550.00	-150.00
107 - CEO	26,400.00	0.00	0.00	26,400.00
01 - Bid Permits	20,000.00	0.00	17,106.70	2,893.30
02 - Plumb Permit	5,000.00	16.00	2,573.50	2,442.50
03 - Junkyard Per	400.00	0.00	300.00	100.00
05 - Planning Brd	1,000.00	0.00	2,518.80	-1,518.80
07 - Blasting Per	0.00	0.00	50.00	-50.00
Department..	26,400.00	16.00	22,549.00	3,867.00
114 - EMS	307,256.00	0.00	0.00	307,256.00
01 - Service Call	266,000.00	0.00	475,731.75	-209,731.75
03 - W/O Contract	0.00	185,329.67	0.00	185,329.67
04 - W/O Bad Debt	0.00	0.00	181.99	-181.99
06 - Dresden	28,991.00	0.00	28,990.76	0.24
07 - Westport	12,265.00	0.00	12,265.32	-0.32
Department..	307,256.00	185,329.67	517,169.82	-24,584.15
117 - GA	0.00	0.00	0.00	0.00
01 - GA donations	0.00	0.00	1,400.00	-1,400.00
Department..	0.00	0.00	1,400.00	-1,400.00
121 - PARKS & REC	406,780.00	0.00	0.00	406,780.00
01 - Memberships	135,500.00	722.00	117,050.30	19,171.70
02 - Alna Contrac	4,300.00	0.00	4,254.00	46.00
03 - Westport Isl	4,200.00	0.00	0.00	4,200.00
04 - Donations	7,500.00	0.00	7,973.28	-473.28
05 - Rentals	10,000.00	0.00	21,435.00	-11,435.00
06 - Athletics	35,000.00	25.00	17,706.50	17,318.50
07 - Aquatics	50,000.00	0.00	54,760.19	-4,760.19
08 - Sr. Programs	3,000.00	0.00	0.00	3,000.00
09 - Spec Events	2,780.00	0.00	3,463.00	-683.00
10 - Fitness	5,000.00	0.00	2,808.75	2,191.25
11 - Afterschool	45,000.00	0.00	44,397.20	602.80
12 - Summer Camp	40,000.00	1,240.00	30,798.90	10,441.10
13 - Concessions	5,000.00	0.00	6,413.00	-1,413.00
14 - Programs	45,000.00	215.00	27,443.50	17,771.50

Revenue Detail Report

Fund: 1
July to March

Account----- Date	Jrnl	Desc---	Current Budget	Debits	Credits	Uncollected Balance
121 - PARKS & REC CONT'D						
15 - CACFP			9,500.00	0.00	7,240.74	2,259.26
16 - Dresden Cont			5,000.00	0.00	5,000.00	0.00
		Department..	406,780.00	2,202.00	350,744.36	58,237.64
123 - POLICE			1,350.00	0.00	0.00	1,350.00
01 - Reports			750.00	0.00	770.00	-20.00
03 - Weapon Perm			300.00	0.00	610.00	-310.00
04 - Witness Fees			300.00	0.00	0.00	300.00
		Department..	1,350.00	0.00	1,380.00	-30.00
129 - SR CENTER			3,000.00	0.00	0.00	3,000.00
01 - Meals			2,500.00	0.00	4,723.24	-2,223.24
02 - Memberships			500.00	0.00	480.00	20.00
		Department..	3,000.00	0.00	5,203.24	-2,203.24
130 - SHELLFISH			2,650.00	0.00	0.00	2,650.00
01 - Licenses			2,650.00	0.00	90.00	2,560.00
		Department..	2,650.00	0.00	90.00	2,560.00
132 - TRANSFER ST			257,541.00	0.00	0.00	257,541.00
01 - User Fees			45,000.00	134.73	60,339.41	-15,204.68
03 - Com Haulers			500.00	0.00	0.00	500.00
04 - Cardboard			3,500.00	0.00	15,925.33	-12,425.33
05 - Metal			35,000.00	0.00	47,999.00	-12,999.00
06 - Alna Contrac			82,419.00	0.00	61,814.49	20,604.51
07 - Westport Isl			83,622.00	0.00	62,716.89	20,905.11
08 - MRC Dividend			7,000.00	0.00	3,304.83	3,695.17
09 - Computers			500.00	0.00	6.56	493.44
		Department..	257,541.00	134.73	252,106.51	5,569.22
133 - WATERFRONT			16,450.00	0.00	0.00	16,450.00
01 - Boat Excise			5,700.00	0.00	1,628.50	4,071.50
02 - Mooring Fees			5,000.00	0.00	1,948.00	3,052.00
03 - Docking			500.00	0.00	582.00	-82.00
04 - Wormcars			250.00	0.00	0.00	250.00
06 - Com & Main			5,000.00	0.00	0.00	5,000.00
08 - Vendor Permi			0.00	0.00	150.00	-150.00
		Department..	16,450.00	0.00	4,308.50	12,141.50
190 - STATE REV			462,900.00	0.00	0.00	462,900.00
01 - Rev Sharing			500,000.00	0.00	567,609.96	-67,609.96
02 - BETE			51,825.48	0.00	51,825.00	0.48
03 - Homestead			341,195.34	0.00	355,675.00	-14,479.66
04 - LRAP			44,000.00	0.00	50,220.00	-6,220.00
05 - Tree Growth			6,000.00	0.00	0.00	6,000.00
06 - Tower Lease			5,300.00	0.00	4,388.37	911.63
07 - Veteran Ex			4,600.00	0.00	4,400.00	200.00
08 - GA			8,000.00	0.00	560.00	7,440.00
10 - Snowmobile			0.00	0.00	827.50	-827.50
		Department..	960,920.82	0.00	1,035,505.83	-74,585.01
191 - TAXES			635,000.00	0.00	0.00	635,000.00

Revenue Detail Report

Fund: 1
July to March

Account----- Date Jrnl Desc---	Current Budget	Debits	Credits	Uncollected Balance
191 - TAXES CONT'D				
01 - Tax Commitme	9,349,615.46	0.00	9,349,615.49	-0.03
02 - Supplemental	0.00	0.00	1,650.58	-1,650.58
03 - Auto Excise	560,000.00	1,055.88	464,520.43	96,535.45
04 - Rapid Renewa	75,000.00	0.00	96,669.62	-21,669.62
Department..	9,984,615.46	1,055.88	9,912,456.12	73,215.22
192 - CHARGES FOR	65,400.00	0.00	0.00	65,400.00
01 - Tax Interest	40,000.00	53.08	25,452.60	14,600.48
02 - Lien Fees	8,000.00	128.40	5,267.34	2,861.06
03 - Agent Fees	17,200.00	0.00	14,976.15	2,223.85
04 - Copies/Fax	200.00	0.00	133.10	66.90
05 - Sign Permits	0.00	0.00	280.00	-280.00
08 - Business Lic	0.00	0.00	290.00	-290.00
09 - Voter List	0.00	0.00	22.00	-22.00
10 - Vitals	0.00	0.00	2,755.60	-2,755.60
Department..	65,400.00	181.48	49,176.79	16,404.69
193 - OTHER REV	165,500.00	0.00	0.00	165,500.00
01 - CATV Fees	45,000.00	0.00	39,386.98	5,613.02
02 - Over/Short	0.00	320.00	320.07	-0.07
03 - Bank Interes	10,000.00	0.00	17,084.54	-7,084.54
04 - ME Yankee	110,000.00	0.00	128,674.70	-18,674.70
05 - Misc	0.00	0.00	2,860.09	-2,860.09
06 - Insure Divid	0.00	0.00	16,537.00	-16,537.00
07 - NSF Fees	0.00	0.00	115.00	-115.00
10 - Unused FLEX	0.00	0.00	0.00	0.00
11 - Burn Permits	0.00	0.00	230.00	-230.00
97 - Prior Period	0.00	508.91	0.00	508.91
99 - Use of FB	301,938.92	0.00	0.00	301,938.92
Department..	466,938.92	828.91	205,208.38	262,559.45
Final Totals	12,561,692.20	189,998.67	12,398,677.83	353,013.04

98.7%
collected



Town of Wiscasset

Office of the Town Manager

April 19th, 2022

To: Wiscasset Board of Selectmen

Ref: Town Manager's Report

I wish to thank the Budget Committee and Selectboard for all the extra time and effort in getting this year's budget together and finalized for the June Town Meeting. More uncertainties than normal seemed to drag the process along but we got it done and on time.

The Waterfront Committee is submitting recommended changes to the Ports & Harbor ordinance and changes to the Pier Policy. If you agree to consider the ordinance change then we would need to send the revisions to the ORC for their review and public input.

Recall that at your November 2nd 2021 meeting the Board approved the use of the Municipal Building parking lot for use by the Farmer's Market. In your packet is the layout. They will be posting signs the evening before alerting people to the fact that that end of the parking area will be closed off on Fridays and that people may park behind directly behind the municipal building instead. We will also post an advisory on our webpage.

Chief Hesseltine has applied for and received a grant for the police department to install printers in each cruiser allowing them to join the Maine electronic citation system (eCitation). The eCitation system works in place of hand written citations. It saves the officer's time by downloading information directly from an individual's driver's license. Once the citation is issued it is electronically sent through the proper channels, eliminated the need to mail them. Not only does it increase efficiency it also cuts down on the amount of time it takes an officer to process a citation on the side of the road, which decreases the chance of an accident and increases officer and public safety. I am asking the Board to approve acceptance of the grant.

Work has again started on the ash ponds. We are still working on finalizing the change orders requested by Envirovantage. Rob Lalli and I have met several times with them and Ransom and we are very close on coming to an agreement.

12a

**SUPPLEMENTAL TAX CERTIFICATE AND WARRANT
36 M.R.S.A. SECTION 713**

Tax Year and Warrant Number: 2021-3

We, the undersigned Assessors of Town of Wiscasset, County of Lincoln, State of Maine, hereby do commit Sue A. M. Anderson, Tax Collector, the following supplemental tax in the amount of \$15,634.16 which were omitted from assessment or were invalid or void by reason of illegality or irregularity from the April 1, 2021 valuation records. The powers of the original warrant dated September 7th, 2021 for fiscal year 2021/2022 are extended by virtue of Title 36 MRSA Sec 713 as amended.

Payments are due April 19th, 2022

Interest begins to accrue June 20th, 2022

Name	Map/Lot	Acc #	Amount	Reason
John Libby	R03 L 29	RE#344	\$ 15,634.16	Supplement TG Penalty

Given under our hands this 19th day of April, 2022

COPY

Sarah Whitefield

Kimberly Andersson

Pamela Dunning

Dusty Jones

Terry Heller

Assessors, Town of Wiscasset

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

NOTICE OF PROPERTY TAX ASSESSMENT REVIEW

4/04/2022

John Libby
543 Harpswell Neck Road
Harpswell, ME 04079

PROPERTY REVIEWED
Map R03 Lot 29 RE Acct # 344

CURRENT ASSESSED VALUE
Supplement for removal of 103.05 acres from TG Classification

FINDINGS

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

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

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

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

 X Supplement will be recommended for : **\$ 15,634.16**

Remarks: Per written request, 103.05 acres of lot is removed from TG classification with penalty. Supplement recommended. If you have any further questions, please feel free to contact the Wiscasset Assessing office.

Sincerely;



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

4/4/2022

TREE GROWTH PENALTY CALCULATION

John Libby

MAP R 3 L 29



REMOVAL OF 108.44 ACRES FROM TREE GROWTH CLASSIFICATION

Full Value					
		Base	Total	Depr.	Total
BASELOT	1	\$39,600.00	\$39,600.00	100%	\$39,600
REAR 1	10	\$2,000.00	\$20,000.00	100%	\$20,000
REAR 2	10	\$1,000.00	\$10,000.00	100%	\$10,000
REAR 3	82.05	\$500.00	\$41,025.00	100%	\$41,025
Waste	<u>5.39</u>	\$60.00	\$323.40	100%	\$323
	108.44	Total			<u>\$110,948</u>
					100% Certified Ratio
					\$110,948 Full Value Total

Value in TG					
		Base	Total	Depr.	Total
SOFTWOOD	65.4	\$315.00	\$20,601.00	100%	\$20,601
MIXED WOOD	18.5	\$384.00	\$7,104.00	100%	\$7,104
HARDWOOD	<u>19.15</u>	\$248.00	\$4,749.20	100%	\$4,749
WASTELAND	5.39	\$60.00	\$323.40	100%	\$323
			\$0.00	100%	<u>\$32,778</u>
	108.44	Total			<u>\$32,778</u>
					100% Certified Ratio
					\$32,778 Full TG Value Total

Penalty Calculation		
	Full Value	\$110,948.40
	TG Value	\$32,777.60
	Difference	\$78,170.80

Tax Year	2021
Difference	\$78,170.80
Percent	0.2 In Tree growth 20 years +- 0 Non Notification
Amount	\$15,634.16

\$15,634.16 Penalty Amount