

WISCASSET BOARD OF SELECTMEN,
BOARD OF ASSESSORS AND OVERSEERS OF THE POOR
JUNE 10, 2015

Preliminary Minutes

Tape recorded meeting

Present: Bill Barnes, David Cherry, Judy Flanagan, Ben Rines, Jr., Jeff Slack and Town Manager Marian Anderson

1. Call to Order

Town Clerk Christine Wolfe called the meeting to order at 6 p.m.

2. Pledge of Allegiance to the Flag of the United States

3. Nominations for Chair of the Wiscasset Selectboard

Bill Barnes nominated Ben Rines, Jr., for chairman. Vote 4-0-1 (Rines abstained.)

4. Nominations for Vice-chair of the Wiscasset Selectboard

David Cherry nominated Judy Flanagan for Vice Chair. Vote 4-0-1 (Flanagan abstained)

(A short recess followed.)

5. Review Rules of Order and Procedure for the Wiscasset Selectboard

The rules and procedures were distributed. They will be on the agenda for the next meeting and board members were asked to bring comments.

6. Other Business

In response to a question on the budget, Town Manager Marian Anderson the final numbers were not in. She will research a question about \$2.5 million paid to the RSU.

Judy Flanagan said she would like to see the select board communicate with other committees and boards.

7. Adjournment

Jeff Slack moved to adjourn. Vote 5-0-0.

Wiscasset Board of Selectmen,
Tax Assessors, and Overseers of the Poor
June 16, 2015

Preliminary Minutes

Present: Chairman Ben Rines, Jr., Vice-Chairman Judy Flanagan, Jeff Slack, Bill Barnes, David Cherry, and Town Manager Marian Anderson

1. Call to Order

Chairman Ben Rines, Jr. called the meeting to order at 7:10 following the Special Town Meeting for a school warrant article.

Chairman Ben Rines, Jr. made a motion that at the time of adjournment of the meeting, it be made in memory of Diane Hawthorne, who served the town as tax collector and excise tax collector during the 70s and 80s. She also served on the town's Charter Commission. Motion seconded by Judy Flanagan, motion carried. VOTE 5-0

2. Pledge of Allegiance

3. Public Hearing: None

4. Approval of Minutes

Jeff Slack moved to approve the minutes of June 2, 2015 Motion was seconded by Bill Barnes, motion carried, VOTE 3-0-2. Both Judy Flanagan and David Cherry abstained.

Judy Flanagan noted the board needed to approve the minutes of June 10. Chairman Rines requested the approval of the June 10th be placed on the agenda for July 7, 2015

5. Approval of Treasurer's Warrants

Jeff Slack moved to approve the payroll warrant of June 5, 2015. Motion seconded by Bill Barnes, motion carried, VOTE 5-0.

Judy Flanagan moved to approve the payroll warrant of June 12. Motion seconded by Jeff Slack, motion carried, VOTE 5-0

Bill Barnes moved to approve the accounts payable warrants of June 9, 2015 and June 16, 2015. Motion seconded by Jeff Slack, motion carried. VOTE 5-0.

6. Assessors' Business: None

7. Special Presentations or Awards:

Chairman Ben Rines, Jr. introduced the new board members, Judy Flanagan and David Cherry, to the public. He also announced that Susan Blagden will serve as this year's Grand Marshall for the 4th of July Parade. Susan Blagden has served as the town's moderator for many years and is also a longtime member of the town's Appeals Board.

8. Appointments: None

9. Resignations:

Jeff Slack move to accept, with regret, the resignations of and Appeals Board member Kathleen Lincoln, Town Clerk Christine Wolfe and School Resource Officer, Perry Hatch,. Motion was seconded by David Cherry, motion carried. VOTE 5-0.

Board members Ben Rines and Judy Flanagan praised Chris Wolfe for her excellent work and professionalism.

10. Public Comment

Todd Souza thanked Officer Perry Hatch for his work at the Wiscasset Schools this past year, stating his presence in the schools has had a positive impact on kids.

11. Unfinished Business

A. Tideview Group Report: Mike Pardue and Andy Turcotte of the Tideview Group reported the findings of a review of the Wiscasset Ambulance Service, which began in January of 2015. According to Pardue, the report concludes there is a lack of adequate leadership within the department; the organization lacks policies and procedures; and the facility is need of attention due to lack of ventilation and separate sleeping accommodations for men and women.

Pardue said feedback from citizens, business owners and healthcare providers indicated the Wiscasset Ambulance Service is a vital part of the community and that there was strong support for the local ambulance service. No major complaints about the quality of service and the reliability of service were noted, Pardue said. He also said the Wiscasset Ambulance Service was made up of "dedicated, motivated, and prideful personnel."

It was noted the Wiscasset Ambulance membership is diminishing because of the internal problems which exists within the organization. Pardue suggested the Wiscasset Ambulance begin with a mission, vision and values statement along with a strategic plan to help improve the workplace culture at the Wiscasset Ambulance Service.

Other suggestions for improvement include an aggressive management plan be implemented; policies and procedures be developed that outline the delivery of quality medical services , as well as

expectations , actions and conduct of members of the Wiscasset Ambulance service. He also suggests the facility that houses the Wiscasset Ambulance Service be updated to provide a safe and comfortable work environment. It is also recommended the training curriculum be reviewed to make sure adequate and contemporary training is offered.

Chairman Ben Rines, Jr. commented although the report was difficult to hear, he was encouraged to hear the positive feedback on the reliability of the service.

Town Manager Marian Anderson reported some of the items mentioned in the report have already been addressed and that she and Roland Abbott, Director of the Wiscasset Ambulance Service have already met to set some goals including a growth plan.

Abbott, addressing the Board of Selectmen admitted he had been "lacking" in his leadership, but that he was committed to working together to make the Wiscasset Ambulance Service better.

B. Transfer Station Equipment Update, Ron Lear: Transfer Station Superintendent Ron Lear presented quotes from Chadwick-BaRoss; Beauregard; Milton-Cat; and Volvo Financial Services for new/and used options to replace the 1988 loader at the Wiscasset Transfer Station. Quotes for a new loader ranged from \$145,500 to \$170,000. Used loader quotes ranged from \$122,500 to \$152,000. Lear said the current estimate to repair the 1988 loader exceeds \$18,000. He said he thinks the money would be better spent on a lease/purchase agreement. The Board directed Ron to come back to the Board with proposals showing what an annual lease/purchase agreement would cost, as none of the quotes presented an option for a 10-year lease. Lear said he believes he would have money in his existing budget to pay for a lease. He suggested savings in fuel and tire replacement would help offset the cost of the lease.

C. Rules of Order and Procedure, Selectmen: David Cherry moved to adopt the Rules of Order and Procedure for the Wiscasset Board of Selectmen (last revised in September 2014). Motion was seconded by Judy Flanagan, motion carried. **VOTE 5-0**

12. New Business:

A. Paving and Chip Seal Bid Opening:

Chairman Ben Rines, Jr. opened the four bids received for the paving and chip seal project for a portion of Lowelltown Road and Page Avenue.

Pike Industries, 185,837.57; Allstate Asphalt, \$132,508.80; Lane Construction, \$138,605; and Harry C. Crooker & Sons of Topsham, \$134,004.95.

The Board voted to turn the bids over to the Town Manager and Public Works director for review.

13. Department Head or Committee Chair Report:

A. Cash Flow Report and Tax Anticipation Note details, Shari Fredette, Town Treasurer: Shari Fredette told the Board of Selectmen as of June 16, 2015 the balance of the town's operating fund was \$2.9

million. She anticipates the Town's cash balance on July 1, 2015 to be around \$908,239 and she expects the town to need the Tax Anticipation funds by the beginning of August in order to meet expense obligations. She said has requested bids from 14 banks, which are due by July 2.

B. Department Head Reports for May: The Selectmen were given a copy of the Department Head reports for the month of May.

14. Town Manager's Report

Town Manager Marian Anderson asked for the Board's direction in setting up a meeting with Senators Angus King and Susan Collins to discuss the airport paving and Maine Yankee and other topics the Board feels important. The consensus of the Board was to try to meet sometime over the summer months. Chairman Ben Rines, Jr. suggested the meeting be held in regular session but was open to flexibility with the day of the week.

Marian invited the board to attend an informational meeting about solar energy, which is to be held on June 17, 2015 from 7 to 8 p.m.

She also announced with passing of the Historic Preservation Ordinance, the town planner is working on the formation of the Historic Preservation Commission.

She told the board she had already advertised for the Town Clerk's position and has begun the search for a Harbormaster. She told the Board Chief Troy Cline is working of filling the School Resource Officer's position.

15. Adjournment:

Bill Barnes made a motion to adjourn the meeting in memory of Diane Hawthorne. The motion was seconded by David Cherry, motion carried. VOTE 5-0, meeting adjourned at 8:40 p.m.

6-22-15

I don't wish to be reappointed
as Animal Control officer!

Marla Blagden

WISCASSET, INHABITANTS OF THE TOWN OF
WISCASSET PRIMARY SCHOOL

51 BATH ROAD
WISCASSET ME 04578
B4165P280 B4793P266

Previous Owner
REGIONAL SCHOOL UNIT NO. 12
PRIMARY SCHOOL
C/O OFFICE OF THE SUPERINTENDENT
WHITEFIELD ME 04353
Sale Date: 6/18/2014

Previous Owner
WISCASSET, TOWN OF

51 BATH ROAD
WISCASSET ME 04578
Sale Date: 6/30/2009

Property Data

Neighborhood	103 RURAL WEST
Tree Growth Year	0
FARM LAND YEAR	0
OPEN SPACE YEAR	0
Zone/Land Use	21 RURAL
Secondary Zone	
Topography	1.Level
1.Level	4.Below St
2.Rolling	5.Low
3.Above St	6.Swampy
Utilities	1.All Public
1.Public	4.Dr Well
2.Water	5.DUG/LAKE
3.Sewer	6.Septic
Street	1.Paved
1.Paved	4.Proposed
2.Semi Imp	5.Private
3.Gravel	6.Pub Eas
	7.NoStreet

Sale Data

TREE GROWTH PLAN	0
CONSERV EASE	0
Sale Date	6/18/2014
Price	
Sale Type	2.Land & Buildings
1.Land	4.Mobile
2.L & B	5.Other
3.Building	6.
Financing	9.Unknown
1.Convert	4.Seller
2.FHA/VA	5.Private
3.Assumed	6.Cash
Validity	6.Exempt Property
1.Valid	4.Split
2.Related	5.Partial
3.Distress	6.Exempt
Verified	5.Public Record
1.Buyer	4.Agent
2.Seller	5.Pub Rec
3.Lender	6.MLS

Inspection Witnessed By:

No./Date	Description	Date Insp.

Notes:

2010-deleted lot 8B and added .68 acres to this lot, now owned by the RSU. Also corrected the land codes from residential to commercial as not a homesite.

Assessment Record

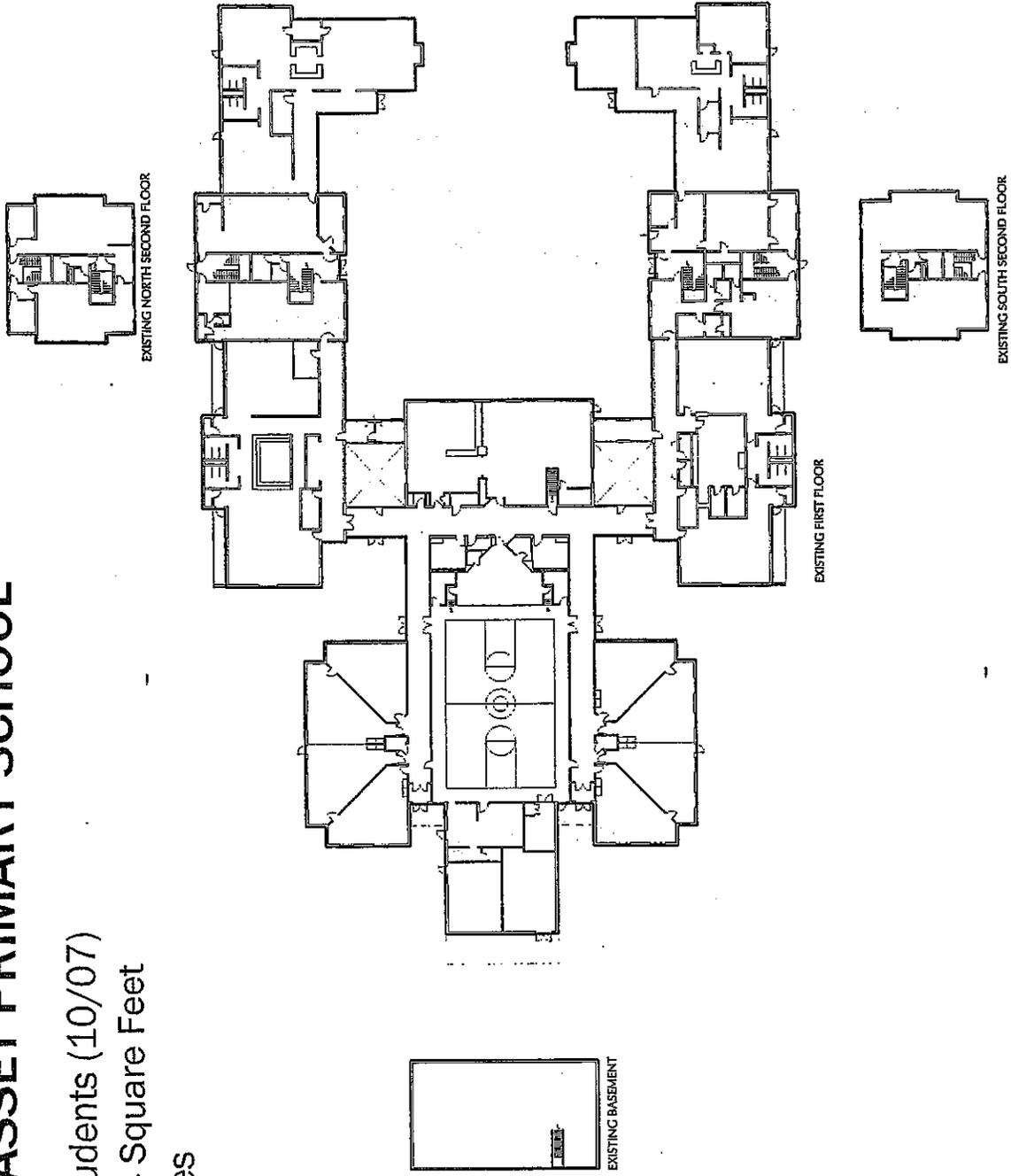
Year	Land	Buildings	Exempt	Total
2004	50,400	0	50,400	0
2005	48,700	0	48,700	0
2006	53,600	0	53,600	0
2007	75,100	0	75,100	0
2008	75,100	0	75,100	0
2009	75,100	0	75,100	0
2010	612,900	6,009,900	6,622,800	0
2011	612,900	6,009,900	6,622,800	0
2012	612,900	6,009,900	6,622,800	0
2013	612,900	6,009,900	6,622,800	0
2014	612,900	6,009,900	6,622,800	0

Land Data

Type	Effective		Influence		Influence Codes
	Frontage	Depth	Factor	Code	
11.Regular Lot					1.Open Space
12.Delta Triangle					2.Neighborhood A
13.Nabla Triangle					3.Topography
14.Rear Land					4.Size/Shape
15.Front Foot					5.Access
					6.Restriction
					7.Cornet/Locatio
					8.View/Environ
					9.Fract Share
					Acres
					30.Rear 20+
					31.Waterfront Rea
					32.Open Space
					33.Restrictio
					34.PASTURE 1
					35.HORTICULTURAL-
					36.Pasture 3
					37.Softwood
					38.Mixed Wood
					39.Hardwood
					40.Wasteland
					41.CAMP SITE
					42.Mobile Home SI
					43.Condo Site
					44.Site Improve
					45.CAMP SITE
					46.PAVING/00
Total Acreage					32.68

WISCASSET PRIMARY SCHOOL

298 Students (10/07)
55,134 Square Feet
32 Acres



MCHT hopes to enter into a purchase and sales agreement with owners Donna Burkhardt and the Phinney sisters in early August. Assuming title, etc. comes back clean, MCHT would complete the purchase . We would then convey the property to the town and hold a basic "no-development" conservation easement on the land. Terms of the easement would be negotiated prior to conveyance, but we would hope to keep the terms very general with the goal of maintaining the land for public use, conservation, recreation, etc. and preclude residential or commercial structures should the town ever need to sell the island. I would like to think that we could finish purchase by the end of the year. Happy to attend a meeting if it would be helpful.

Best,

Steve Walker

Maine Coast Heritage Trust

Midcoast Region Land Protection Project Manager

1 Bowdoin Mill Island, Suite 201

Topsham, ME 04086

P:(207)607-4588

F: (207)729-6863

**Wiscasset
Board of Selectmen
Goals
For
Fiscal Year 2015-2016**

Every year the Wiscasset Selectmen develops and approves goals that will guide town staff, boards and committees, and the Board itself in the upcoming year. Some goals are intended to be long range and so remain on the goal list year to year. This goal list is important, along with other strategic planning tools to plan how the Wiscasset utilizes staffing, equipment and financial resources.

VISION:

The Wiscasset Selectmen are resolute in their commitment to promoting a sustainable and thriving community. Efficient use of public funds, good governance and citizen involvement will ensure ample access to goods, services, housing and education and afford our residents and visitors an outstanding quality of life. Wiscasset exists in proximity to and is interdependent with our neighboring communities, so we strive for local, regional, state and federal cooperation.

2016 Selectmen Goals and Standards:

The Wiscasset Selectmen are committed to tax stewardship for the citizens of Wiscasset.

Financial Goals:

- Minimize impacts to property taxes
- Improve/ maintain Fund Balance position
- Comply with the Investment Policy by maintaining the Reserve Fund as a perpetual trust to provide income to be used for capital improvements

Through positive public relations the Wiscasset Selectmen will be accountable to the citizens of Wiscasset. Public relations are a strategic communication process that builds mutually beneficial relationships between organizations and the public.

Organization Goals:

- Develop a working relationship with Wiscasset School Board
- Continue to support the Morris Farm and the after school program, through which children learn about farming and related natural-resource issues
- Coordinate with and provide direction to the Town Committees
- Actively participate in State Legislative activity
- Develop the means to involve and educate the people on Wiscasset issues, implementing live streaming of all board and committee meetings
- Improve the method of adopting the Town Budget
- Promote transparency in municipal government through regular Selectmen meetings, an annual Town Report, and participation in Town events
- Capital Improvement Plan, review and update the FY 2012-2016 capital improvement plan for financing the maintenance, repair and/or improvement of public facilities. Review needs.

**Wiscasset
Board of Selectmen
Goals
For
Fiscal Year 2015-2016**

- Collaborate with the County and neighboring communities to share services and equipment. Improve effectiveness and efficiency of public safety services, including continued exploration of collaboration with other communities.

The Wiscasset Selectmen will implement planning and development for economic growth in the Town of Wiscasset which will enhance existing assets and amenities, attract new business, create new jobs and expand the tax base.

Economic Development Goals:

- Provide the Town Planner and the CEO with the resources to maintain a Business Friendly Environment
- Review annually and work towards implementing the goals and recommendations of the 2008 Comprehensive Plan
- Continue to resolve Mason Station Issues
- Continue pursuing legal action to recover unpaid taxes and penalties
- Apply for available grants to determine costs of the remediation of environmental issues
- Market the Mason Station to potential developers
- Support actions necessary to implement the Bath Road Master Plan
- Market the I-Park to potential developers
- Provide support to Community Events (example, Wings Over Wiscasset)
- Support Waterfront Development
- Support establishing the proposed Rail Service in Wiscasset
- Support the Boardwalk Engineering Study
- Support, monitor and actively engage MDOT and our State and Federal delegations to improve traffic flow and safety in Wiscasset; request the MDOT to fulfill its promise to put "smart signs" to use on Maine Turnpike and I-295 and improve the pedestrian friendliness of the village of Wiscasset
- Determine cost of improving broadband service within downtown and providing it to areas of the town not currently served.
- Explore and encourage a privately owned and operated marina, possibly on the Main Street Pier

Airport:

- Review the opportunity for development of Town owned land adjacent to the airport runway for aviation-related businesses
- Airport Fees, increase revenues to the Town from Fixed Base Operations through marketing aimed at increasing utilization of the airport

**Wiscasset
Board of Selectmen
Goals
For
Fiscal Year 2015-2016**

Cemetery Maintenance:

- Review the maintenance and repair to the Town owned cemeteries, especially the Ancient Cemetery the resting place for many of Wiscasset's founding families

Public Facilities and services:

- Review the user fees, connection fees to continue to support the operation and maintenance of the sanitary sewer system
- Review and update plan for improving roads, sidewalks
- Develop a complete road surface management plan

Planning for Our Future:

- Conduct no-cost evaluation of the Town's rooftops for the feasibility of installing photovoltaic panels to reduce the Town's energy costs; and encourage, where possible, "community solar" in which local residents and businesses cooperate to plan, invest in and benefit from solar technology responsibly sited on public or private facilities

DRAFT

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

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

THIS AGREEMENT effective as of July 1, 2015 by and between the COUNTY OF LINCOLN (hereinafter referred to as "Lincoln County") and the TOWN OF WISCASSET, a body politic and corporate and having a place of business in the County of Lincoln and State of Maine (hereinafter referred to as "the Town").

WITNESSETH

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

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

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

1. SERVICES

- ◆ Lincoln County, through the Office of the Sheriff, agrees to provide no less than one primary Animal Control Officer (ACO) to the Town for enforcement of the Town's animal control ordinance.
- ◆ The Primary ACO shall be the primary responder to the animal control concerns within the Town.
- ◆ Lincoln County, through the office of the Sheriff, agrees to provide a secondary ACO(s) to the Town for the enforcement of the Town's animal control ordinance, at times when the primary ACO is unavailable. The Primary Deputy will also be available for general law enforcement duties.
- ◆ The primary and/or secondary ACO is expected to accept calls related to his/her duties under this contract, respond accordingly, or may conduct such business by phone when possible.
- ◆ The ACO(s) duties and authority are limited to those specified in the Town ordinance, if applicable, and or as required by Maine Law.
- ◆ Due to the nature of this type of enforcement, the ACO(s) work schedule will be flexible

and as needed.

- ◆ Lincoln County will provide supervision of the ACO(s) through the Special Services Division of the Lincoln County Sheriff's Office.
- ◆ The ACO(s) will be employed by the County of Lincoln, through the Lincoln County Sheriff's Office and subject to the Sheriff's rules, regulations, and Lincoln County's Personnel Policies.
- ◆ Lincoln County, through the Sheriff's Office, shall provide the Town documentation of hours worked by the ACO(s) on a quarterly basis to coincide with the billing.

2. AUTHORITY

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

3. REPRESENTATION OF COUNTY

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

4. TERM

Lincoln County agrees to provide the services specified in this Agreement for a period of one (1) year commencing on July 1, 2015 and terminating June 30, 2016 unless this Agreement is earlier terminated as set forth in Section 14 hereof.

5. PERSONNEL-SHARED RESOURCES

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

The Town agrees that the primary animal control officer assigned to duty in the Town may leave the corporate limits of the Town in order to respond to bona fide

emergencies at the specific request of an established law enforcement agency or other ACO. The ACO's so responding shall return to duty in the Town as soon as possible.

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

The Office of the Sheriff shall provide the Lincoln County Communications Center (LCCC) with an up to date list of primary and secondary ACO's and their respective contact information. In addition the Sheriff shall provide the LCCC with an up to date schedule of which secondary ACO is on call and available to respond as needed.

6. SELECTION OF ACO'S

At the time of this initial agreement Lincoln County agrees to hire the Town's existing ACO as primary ACO, provided that ACO meets the County's hiring requirements for the position.

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

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

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

7. EQUIPMENT

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

8. BUDGET and CONTINGENCY

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

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

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

9. COST

- (A) For the term of this Agreement the Town shall compensate Lincoln County for work hours of the ACO(s) for the enforcement of the Town's Animal Control and related Ordinances at a rate of \$15.00 per hours in addition to all applicable benefits. (FICA, Workers Comp, MePERS, Unemployment etc.)
- (B) The Town agrees to compensate Lincoln County an amount not to exceed \$300.00, for providing an on call ACO during the term of this Agreement. Such amount shall be billed annually, as part of the regular billing process.
- (C) The Town also agrees to pay the IRS mileage rate set by Lincoln County for any ACO who physically responds to duties directly related to this agreement.
- (D) The Town agrees to pay a minimum of two hours for each ACO who is physically required to respond to a call. In addition the Town agrees to pay by the hour for calls requiring a phone response. In any case only actual hours worked shall be calculated for purposes of overtime pay.
- (E) The Town agrees to pay the costs of the ACO's inoculations, training, office supplies, photocopying, equipment and the like directly related to this agreement,

except in cases where these costs may be shared among participating municipalities then the Town agrees to share equally in those costs.

(F) Payments are to be made to the Treasurer of Lincoln County and mailed to the Lincoln County Sheriff's Office at P.O. Box 611, Wiscasset, ME 04578 on a quarterly basis.

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

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

10. MUTUAL OBLIGATION TO DEFEND, INDEMNIFY AND HOLD HARMLESS

The County and Town agree that each shall defend, indemnify and hold harmless the other for any claims, demands, actions or causes of action asserted against one as a result of the actual or alleged negligence or other wrongdoing by the other, including claims, demands, actions or causes of action asserted against, or caused by, County or Town employees, agents, attorneys or others acting on their behalf.

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

In the event that claims are asserted against both parties by a third party for matters relating to or arising out of this Agreement, then each party shall be obligated to defend itself in response to, or defense of any such claims. If a fact-finding tribunal ultimately adjudicates the merits of any such claims, and if that adjudication results in a determination that either party is liable for damages, then the liable party shall be obligated to reimburse the other

party for those fees, expenses, costs and damage that were determined to be caused by, or the responsibility of, the liable party. The intent of this agreement to defend, indemnify and hold harmless is to allocate the financial and other exposure, expense and burden to the party whose conduct has resulted in the assertion or filing of any claim, demand, action or cause of action.

11. STANDARD OF PERFORMANCE

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

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

12. JOB DESCRIPTIONS

A copy of all relevant job descriptions for Town and County positions shall be attached and be made a part of this agreement.

13. ARBITRATION

(A) In the event a dispute between the parties, either party may request arbitration to resolve such dispute and may refer the disputed matter to an arbitration panel. Such election for arbitration shall be conclusively evidenced by the filing of a written demand for arbitration with the opposing party. This demand for arbitration shall be made within thirty (30) days after the claim, dispute or other matter in question has arisen, and in no even shall it be made when institution of legal or equitable

proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. A written demand for arbitration shall be set forth the name of the complaining party's representative to the arbitration panel, as defined below.

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

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

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

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

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

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

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

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

14. TERMINATION

(A) This Agreement shall expire on June 30, 2016 unless earlier terminated in accordance with paragraph (B) of this Section or unless extended as set forth in Section 15 hereof. The County, through the Sheriff's Office, agrees to provide the Town with any proposal renewal contract at least sixty (60) days prior to the expiration.

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

15. EXTENSION

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

16. ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the TOWN OF WISCASSET by order duly adopted by its Selectmen, has caused this Agreement to be signed by the Selectmen; and the COUNTY OF LINCOLN, by order of the County Commissioners, has caused this Agreement to be

subscribed by the Chairman of said Board and the seal of said Board to be affixed thereto and attested by the Clerk of said Board, all as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF: COUNTY OF LINCOLN

DATE:

BY:

**CHAIRMAN
COUNTY COMMISSIONERS**

DATE:

BY:

SHERIFF

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF: TOWN OF WISCASSET

DATE:

BY:

ATTEST:

COUNTY ADMINISTRATOR, DEPUTY

Good morning Jamel,

On Thursday, July 30, the Breakers Jazz Band (from Camden-Rockland) will be playing on the pier. This is the 3rd year for them, and they've asked to return -- that's cool! And the pier is a great setting for this swinging music!

I believe the OK to be on the pier was a verbal permission from the Town Manager. I'm copying Lucia Droby on this, as she's one of the lead coordinators of the walk.

Thanks so much for submitting this request to Marian.

Best,

Mary Ellen

Mary Ellen Barnes
Executive Director
Lincoln County Regional Planning Commission
35 Water Street
P. O. Box 268
Wiscasset, ME 04578
207-882-5188
mbarnes@lcrpc.org
www.lcrpc.org



Office of Planning & Codes

TO: Wiscasset Board of Selectmen
FROM: Karl Olson, Chair, Ordinance Review Committee and Jamel Torres,
Town Planner
CC: Marian Anderson, Town Manager
DATE: July 7, 2015
SUBJECT: Temporary Business and Business License Ordinance Amendments

Per request of the Select Board, the Ordinance Review Committee (ORC) reviewed the Town's current temporary business and business license ordinances during the month of June. At the June 22 ORC meeting, the committee approved the attached amendments to the current ordinances.

Amendments include:

Temporary Business License

Pages 1-2, Section 1.4.3

- a. *New provision* – This allows the Code Enforcement Officer (CEO) to approve/deny a temporary business license that seeks to conduct business for 15 days or less. **Currently, the CEO has the authority to approve/deny any temporary business license application.**
- b. *New provision* – This allows the Selectboard to approve/deny a temporary business license that seeks to conduct business for longer than 15 days.
- c. *New provision* – Language that gives authority to the Selectboard/CEO for denying a temporary business license application
- d. Same language as current ordinance
- e. Same language as current ordinance
- f. *New provision* – Language that gives the Selectboard the authority to approve/deny any temporary business that wishes to be located on the **Town Common**. Also notes that the **Town Common is not to be used for any private enterprise.**
- g. *New provision* – Pertains to temporary businesses that wish to be located on Main Street Pier.

Page 3, Section 1.4.6

- b. *New provision* – Ensures that temporary business activities that have been invited to a town-sponsored event are exempt from this ordinance.

Business License

Page 1, Section 9.1

- Annual registration is redundant, the ORC and Town Clerk agree that registration should occur once every three (3) years.

Page 1, Section 9.2

- *New language* – Includes door to door vendors if their base of sales is located in Wiscasset.

Page 1, Section 9.3

- Changes annual registration to once every three (3) years

Page 2, Section 9.5

9.5.2 *New provision* – Gives the Town Clerk the authority to submit business license applications to the Selectboard for approval

9.5.3 *New provision* – Language that gives authority to the Selectboard for denying a business license application

Page 2, Section 9.6 (New Section)

9.6.1 *New provision* – If the Selectboard has the authority to deny a business license application, an appeals section is needed.

9. BUSINESS LICENSE [6-06]

9.1 PURPOSE OF PROVISIONS

The purpose of this chapter shall be to require the annual registration of all business activities and enterprises located within the town and to provide the town with the necessary information concerning the business within the town, including but not limited to the nature of the business operation, number of employees, location of business, and emergency contacts, in order to protect the health, welfare and safety of the town's inhabitants. For the purpose of this section, business activities and enterprises shall include any person or persons carrying on the businesses, trades, professions, or selling of goods, and any establishment that serves or prepares food or drink for public consumption.

9.2 DEFINITIONS

Business: All kinds of vocations, occupations, home occupations, professions, enterprises, churches, and nonprofits, any of which are conducted on any premises in the Town of Wiscasset. Also includes door to door vendors if their base of operations is located in the Town of Wiscasset.

Premises: All land, structures and places, and the equipment and appurtenances connected or used therewith, in any business, and also any personal property which is either affixed to, or otherwise used in connection with, any such business conducted on such premises.

9.3 LICENSE REQUIRED

A person or organization may not engage in any business activity or enterprise without first obtaining a license from the Town Clerk. In addition, the applicant is responsible for compliance with all pertinent town ordinances and state laws. A separate license shall be required for each business entity and each location. All business licenses shall expire ~~one~~ three years after the date of issuance by the Town Clerk. A thirty-day (30) grace period, beginning on the date of permit renewal, is allowed.

9.4 FEE

There shall be no fee for a business license.

Comment [JT1]: The ORC considered a \$75 fee to be paid every 3 years, but ultimately did not support the fee structure.

9.5 PROCEDURE

9.5.1 Applications for business licenses shall be obtained from the Town Clerk. Applications shall be made in writing and shall state the name of the business, location of business, description of business, name of owner,

mailing address of owner, emergency contact information, number of employees; Also, driver's license number, proof of insurance, and proof of registration shall be required for those businesses and enterprises associated with motor vehicle use.

9.5.2 The Town Clerk shall submit the business license applications to the Selectmen for their approval.

9.5.3 The Selectmen shall deny a license to an applicant when the application is incomplete, contains misrepresentation, false or misleading statement, is unsigned; or the applicant evades, suppresses or refuses to furnish information material to the proper issuance of the license; or the activity for which the license is sought is unlawful, or constitutes a public nuisance; or the applicant fails to first comply with any provision of this article, or other ordinance regulating the business, the business property, or the business location.

Comment [JT2]: As suggested by MMA, this is new language that provides a more specific criteria, or reasoning, for why the Selectboard can deny a license. Thoughts???

9.6 APPEALS

9.6.1 Any business license application that has been denied in writing, has been suspended or revoked, may, within thirty days of the denial, suspension or revocation, appeal the decision to the Wiscasset Board of Appeals as defined in Article I, Section 5.

9.7 AUTHORIZATION

9.7.1 Registration does not permit the conduct of any business or enterprise if the premises to be used for the business, or the conduct of such business, does not fully comply with the Wiscasset Ordinances.

9.7.2 Non-resident businesses employed on a temporary basis to improve or repair the landowner's property are exempt from this ordinance.

9.8 VIOLATIONS

Any person, firm or corporation, including but not limited to a landowner or his/her agent, who violates any provision of the ordinance after receiving notice of such violation shall be subject to the applicable provisions in Town of Wiscasset Ordinances Article IX, Section 2 (General Provisions). This includes businesses or enterprises that have not completed, or renewed their business license within the established grace period (see section 9.3 above).-The Wiscasset Board of Selectmen or its designee shall be responsible for the enforcement of this ordinance.

9.9 SEVERABILITY

If any portion of this ordinance shall be held to be invalid, such decision shall not affect to the validity of the remaining portions thereof.

9.10 EFFECTIVE DATE

The effective date of this ordinance shall be the date of its adoption.

1.4 TEMPORARY BUSINESS ORDINANCE [6-06, 6-11]

1.4.1 Purpose. It is the intent of this ordinance to regulate temporary business activities so that temporary stands, concessions and exhibits are allowed only upon meeting certain minimum regulations.

1.4.2 Definitions.

- a. Temporary Business Activity: Any activity, stand, concession, carnival, road show, trade show, fair or public exhibition, taking place from a temporary structure and/or temporary location, whose purpose is to advertise, display, or offer goods for sale for no more than ninety (90) consecutive days during a three hundred sixty-five (365) day period.
- b. Temporary Business License: A document obtained from the Wiscasset Code Enforcement Officer that grants the applicant permission to conduct a temporary business activity in the Town of Wiscasset.

1.4.3 Permits. It shall be unlawful for any individual, person, firm, corporation, partnership, or other business entity to conduct temporary business activities in the Town of Wiscasset without first applying for and obtaining a temporary business license.

- a. To operate a temporary business 15 days or fewer, the applicant shall obtain a temporary business license from the Wiscasset Code Enforcement Officer before engaging in any activities associated with this section. The Code Enforcement Officer shall have the authority to approve or deny any temporary business license pursuant to this ordinance.
- b. To operate a temporary business for more than 15 days or on the Town Common, the applicant shall obtain approval from the Selectmen before obtaining a temporary business license from the Code Enforcement Officer.
- c. The Selectmen and the Code Enforcement Officer shall deny a license to an applicant when the application is incomplete, contains misrepresentation, false or misleading statement, is unsigned; or the applicant evades, suppresses or refuses to furnish information material to the proper issuance of the license; or the activity for which the license is sought is unlawful, or constitutes a public nuisance; or the applicant fails to first comply with any provision of this article, or other ordinance regulating the business, the business property, or the business location.

- d. A single temporary business license shall be valid for a maximum of ninety (90) consecutive days during a three hundred sixty-five (365) day period, beginning on the commencement of the temporary business activity.
- e. The temporary business license fee shall be established by the Selectmen.
- f. Any temporary business that would like to be located on the Town Common must first get approval from the Selectmen. The Town Common is not to be used for any private enterprise other than community-sponsored affairs.
- g. Any temporary business that wishes to be located on the Main Street Pier shall abide the Town of Wiscasset's Main Street Pier Policy.

1.4.4 Appeals. Any application to conduct a temporary business activity that has been denied in writing, has been suspended or revoked, may, within thirty days of the denial, suspension or revocation, appeal the decision to the Wiscasset Board of Appeals as defined in Article I, Section 5.

1.4.5 Regulations. Each licensee shall meet all of the requirements listed below. Failure to meet any of the requirements listed herein shall constitute grounds for non-issuance or revocation of a temporary business license.

- a. No temporary business activity shall create hazardous traffic conditions.
- b. No temporary business activity shall obstruct or act as a cause of obstructing any sidewalk, street or highway within the Town of Wiscasset.
- c. Each licensee shall be required to clean up its site, repair any related damages and remove all materials associated with its temporary business activity within twenty-four (24) hours of license or event expiration, whichever occurs first. Failure to remove shall result in the Town removing materials at the expense of said licensee and shall constitute a violation of this ordinance.
- d. Temporary licenses shall be conspicuously displayed at the place of business.
- e. Signs shall comply with the applicable provisions of the Wiscasset Sign Ordinance, Article III.

- f. Adequate toilet facilities shall be provided as determined by the Wiscasset Local Plumbing Inspector.
- g. Written permission shall be obtained from the land owner before applying for a temporary business license.

1.4.6 Exemptions. The following are exempt under this ordinance:

- a. Private garage or yard sales conducted on the seller's owned or leased property.
- b. Temporary business activities (see Section 1.4.2.a above) that have been invited to a town-sponsored event.
- c. Temporary activities involving craft fairs, flea markets and yard sales that are sponsored by churches, civic organizations and nonprofit organizations that are tax exempt under the provisions of the Internal Revenue Code.
- d. Temporary business activities shall not be considered in determining the minimum lot size requirements for the use or uses made of any lot.

1.4.7 Violation. Any individual, person, firm, corporation, partnership or other business entity violating the provisions of this ordinance shall receive a warning for the first offense. For each and every offense thereafter a fine or not less than fifty dollars (\$50.00) nor more than three hundred dollars (\$300.00) shall be levied. Each day of a continuing violation after the issuance of a written notice of violation shall be deemed a separate offense. The Wiscasset Police Department and Code Enforcement Officer shall be responsible for the enforcement of this ordinance.