

WISCASSET BOARD OF SELECTMEN,
BOARD OF ASSESSORS AND OVERSEERS OF THE POOR
FEBRUARY 2, 2016

Preliminary Minutes

tape recorded meeting

Present: David Cherry, Judy Colby, Vice Chair Judy Flanagan, Chair Ben Rines, Jr., Jeff Slack and
Town Manager Marian Anderson

1. Call to Order

Chairman Ben Rines, Jr., called the meeting to order at 7 p.m.

2. Pledge of Allegiance

3. Public Hearing - none

4. Approval of Minutes

Judy Flanagan moved to approve the minutes of January 19 and January 26, 2016. The minutes of January 19 will be changed to reflect that the Pledge of Allegiance was recited, and the minutes of January 26 will be corrected to note that Charles Knight was appointed Weigher of coal and hay. **Vote 5-0-0.**

5. Approval of Treasurer's Warrants

Judy Colby moved to approve the payroll warrants of January 22 and 29, 2016. Vote 5-0-0. Judy Colby moved to approve the Accounts Payable warrant of January 26, 2016. Vote 5-0-0. With regard to the Accounts Payable warrant of February 2, 2016, the board had previously discussed paying for the Fire Department Truck and the furnace at the airport out of contingency funds and subsequently had approved at its January 26 meeting the purchase of the Police Department cruiser. There was a question whether all three items (truck, furnace and cruiser) could be taken out of contingency without first determining the cost of the furnace and associated costs at the airport. Discussion was postponed until the bids for the furnace were opened. (See 11D for motion on Accounts Payable Warrant of February 2, 2016.)

6. Assessors' Business –none

7. Special Presentations or Awards

A. Wiscasset Police Department - Alfred "Willy" Simmons' promotion to Sergeant: Police Chief Troy Cline said out of five applicants who were interviewed, Simmons was chosen for the position of Sergeant. The youngest member of the force, Steven Smith, read the Law Enforcement Code of Ethics. Simmons was sworn in by the Town Clerk, and given the sergeant's chevrons and badge and a framed certificate of promotion.

8. Appointments

Jeff Slack moved to approve the appointment of the following committee members:

A. Jason Putnam – Cemetery Committee

- B. Frank Barnako – Wiscasset Investment Advisory Board**
 - C. Richelle Pontau – Appearance of the Town Committee**
 - D. Joe Marshall – Wiscasset Budget Committee**
 - E. Joan Barnes – Board of Appeals**
- Vote 5-0-0.**

Judy Flanagan said the ordinance is silent on a residency requirement for the Waterfront and Shellfish Committees and she asked whether non-residents could serve on town committee other than those committees where residency is required such as the Budget Committee, Board of Appeal, Airport Committee and Ordinance Review Committee, and the Planning Board which may have one member who is not a resident. Budget Committee members are elected, so residency would be required. Waterfront Committee member Sue Robeson asked whether a non-resident could be appointed to her committee, as non-residents have expressed an interest in serving on the committee and because the Waterfront Committee, having no budget, would not have any influence on budgetary matters. The Waterfront Committee is strictly advisory and recommends items such as the pier vendors. Ben Rines, Jr., opposed non-resident members on the Waterfront Committee who would be advising on expensive items such as the boardwalk. Judy Flanagan said residents of Davis Island or Westport Island may have interest in serving on the Waterfront Committee. Frank Costa, Airport Manager, said he had been approached by non-resident hangar owners who were interested in serving on the Airport Committee and in fact one member of the committee is not a resident of Wiscasset. That member will be asked to leave. It was pointed out that property owners who are not residents are not permitted to serve on town committees.

9. Resignations – none

Ben Rines, Jr. noted that John O’Connell will be resigning as County Administrator and he wished him well. O’Connell was a former town manager of Wiscasset.

10. Public Comment – none

11. Unfinished Business

Ben Rines, Jr. moved to take 11C out of order. Vote 5-0-0.

C. Bid opening for airport furnace - The following bids were received:

Knowles Mechanical, Inc.	Furnace replacement	\$10,760.65
	Oil Line Upgrade	581.96
	Oil Tank Upgrade	3,102.81
	Duct Cleaning	5,650.00
	Suggested Upgrades	1,639.80
Bayside Plumbing	Furnace total	\$10,526.20
	Oil Line Relocation	100.00
	Filters	300.00
Siemens Industry	Furnace replacement	
	Chimney work and Elect. Upgrades	\$13,479.00
	Removal of existing fuel Lines and contaminated Tanks	6,561.00

	Excludes removal of existing fuel oil and contaminated tanks	4,164.00
	Insulating duct work and removal of soot	<u>12,419.00</u>
	Total Individually	36,623.00
	Total if done at same time	35,495.00
Mechanical Services	Furnace replacement	11,646.00
	Replacement of oil storage tanks	3,660.00
	Relocate oil lines	165.00
	Duct cleaning and insulation	<u>5,062.00</u>
	Total	21,333.00
Midcoast Energy Systems	Duct cleaning total	\$12,394.00

Ben Rines moved to turn this over to the Town Manager and Frank Costa for them to review and report back at the meeting with the Budget Committee on February 11.

A. Updated real estate foreclosure list and discussion: A list of land only accounts with automatic foreclosure dates in January was discussed. **Ben Rines moved to turn the accounts over to the real estate broker for disposition.** The properties will be offered first to abutters. Judy Flanagan said according to the board's policy, the minimum bid must be the total of all outstanding taxes or 35% of the fair market value, whichever is greater. **Vote 5-0-0.** The total amount of real estate taxes owed to the Town is \$191,406. David Cherry urged the board to deal with the overdue taxes soon as the foreclosure process takes a minimum of 18 months.

B. Updated sewer list and discussion: Judy Flanagan noted there were 57 sewer accounts that were over 90 days past due and 35 have liens. Marian Anderson said the past due accounts listed for the Town of Wiscasset were for foreclosed properties and will be covered by a line item in the budget if the properties are not sold. Anderson said the Murray Hill property, a commercial apartment complex, had last made payment on the sewer bill in March 2013. Total amount due is \$18,657.61. She has contacted the PUC to see what options the Town has. Anderson said the board's tax acquired policy includes sewer liens; liens are placed after 90 days.

D. Special Town Meeting discussion (Brush Truck, \$7500; RSU withdrawal bond payment, \$57,058.62): Ben Rines, Jr., said replacement of the furnace and the bond payment will be discussed with the Budget Committee on February 11; the brush truck purchase will be taken from contingency. **Judy Colby moved to approve the accounts payable warrant of February 2, 2016. Vote 5-0-0.**

E. Fiscal year 2016-2017 Annual Town Meeting warrant and budget process: Ben Rines recommended discussing this matter on February 11. In response to Judy Flanagan's question, Marian Anderson said that if there are not enough members on the Budget Committee for a quorum, no recommendation will be put on the ballot. She said that changing the ordinance to reduce the number of members on the Budget Committee would require a Town vote and suggested that it be discussed with the Budget Committee. Rines asked the newspapers to publicize the need for Budget Committee members.

Judy Colby said that according to Board policy she was unable to serve on the Board of Selectmen while working for the Town. The policy was discussed and it was the consensus of the board that it could not dictate who could run for public office. Although concerned about conflicts of interest, either real or perceived, the board decided to change the policy with the stipulation that board members would

recuse themselves if asked to vote on items pertaining to their employment. **David Cherry moved to change the policy to read as follows: "5.3.2 Local Political Activity: While employed by the Town of Wiscasset, any personnel seeking or accepting nominations or elections to any elective office in the Wiscasset Town government including the School Department, are required to recuse themselves from any and all votes on any matter with which their employment may cause a conflict of interest, either real or perceived." Vote 4-0-1 (Colby abstained).**

12. New Business

A. Review of H. M. Payson Investment Accounts – postponed

B. Consideration for selection of Spirit of America Foundation award for volunteerism: No action is required; deadline for nominations is June 30.

C. Waterfront Committee discussion of composition of the committee to allow non-resident participants: Previously discussed (Item 8).

13. Department Head or Committee Reports – none

14. Town Manager's Report

Marian Anderson said according to the investment policy, the board can spend a maximum of \$390,487 from reserves. Jeff Slack noted that on June 30, 2014, the account balance was \$12.2 million and even after taking out \$1.5 million for the withdrawal and other expenses, the balance is now \$10.8 million.

Anderson said as of June 30, the fund balance was \$1,411,265; \$573,000 has been earned in investments. The draft audit will be available on February 11.

Anderson met with the Maine DOT regarding scheduling meeting dates to discuss what downtown improvements might look like; she will have a time and location in the near future. Ben Rines, Jr., said although the state would like to have the board make decisions on the downtown traffic plans, he would prefer the townspeople have input.

Interviews for Harbormaster, Town Planner, and Town Mechanic have been completed and interviews have been scheduled for the EMS Director. She thanked board members for their participation.

Ben Rines, Jr., asked that the February 11 meeting be scheduled as a selectmen's meeting.

Judy Flanagan said she had attended a union negotiation meeting and **moved to go into executive session pursuant to 1 MRSA Section 405 (6)(D) for the purpose of union negotiations. Vote 4-0-1 (Rines abstained).** The board entered executive session at 7:50 p.m. **Jeff Slack moved to exit executive session at 8:22 p.m. Vote 4-0-0.**

15 Adjournment

David Cherry moved to adjourn at 8:23 p.m. Vote 4-0-0.

MAINE SERVICE CENTERS COALITION

60 Community Drive • Augusta, Maine 04330 • (207) 623-8428

William Bridgeo, Chair
City of Augusta
(207) 626-2300

Catherine Conlow, Vice Chair
City of Bangor
(207) 992-204

Scott Morelli, Secretary
City of Gardiner
(207) 582-4200

Pat Finnigan, Treasurer
Town of Camden
(207) 236-3353

January 7, 2016

Ms Marian L Anderson
Town Manager
Town of Wiscasset
51 Bath Rd
Wiscasset, ME 04578-4108

Dear Marian:

The 2016 Maine Legislative Session begins this week and because of the significance of the issues at stake, I wanted to take the opportunity to extend an invitation and ask that you consider rejoining the Maine Service Centers Coalition and provide dues support for this organization and the many policy initiatives and positions we advocated for on your behalf. The need for your participation in the Maine Service Centers Coalition's advocacy efforts has never been greater. Our efforts in outreach to local legislators, working with local municipal officials and in many cases lobbying with us at the State House were critical to success in defeating or mitigating so many of the attacks directed at municipal revenue streams.

This second session of the 127th Legislature again begins with Maine's most onerous fiscal problems not only unsolved but, in many cases not even prudently addressed. While we were successful in 2015 helping prevent or mitigate some of the most harmful attacks on municipal revenue the cuts that were included in the biennial budget left most of Maine's taxpayers faced with property tax increases that show no sign of abating. The most serious fiscal impact to municipalities is the ongoing cut in municipal revenue sharing. That cut continues the budget gimmick limiting the Revenue Sharing provision in Maine Law from its historical 5% of Maine sales and income tax receipts to 2% for fiscal years FY 16 thru FY 19. That language shifts millions of dollars per year onto municipal property taxes and services. (A loss of \$93.8 million in FY 16, \$93.1 million in FY 2017, \$97.1 million in FY 2018 and \$101.2 million in FY 2019). **{A total of \$385.2 million}** Our primary goal in the upcoming session is the restoration of full funding for Revenue Sharing and preventing further cuts in local aid to education and to the Local Road Assistance Program.

In addition, Maine's Highway Fund faces a massive structural gap now likely exceeding \$400 million. This Governor and recent Legislatures continue to be unable or unwilling to come to grips with the rapid decline in highway fund revenue. As we reported last year, a recent comprehensive study highlighted that the highway fund budget would need an additional \$150 million per year for the next decade just to address the critical areas of deficient bridges and highways. The study also noted that 33% of Maine's major local or state maintained highways are in either poor or mediocre condition; that 30% of Maine's bridges are structurally deficient or functionally obsolete and that the annual collective maintenance costs to Maine drivers due to the deficient roads continues to grow beyond the most recent estimate of \$300 million.

(over)

Maine's Highway Fund continues to limp along on life support propped up only by Maine voter approved bond issues and GARVEE Bonds that borrow against future federal revenue. One bright spot in the 2015 Legislative Session was LD 706. That bill sponsored by Rep. Andrew McLean, House Chair of the Transportation Committee began as a concept draft that was refined by the committee and proposed a comprehensive look at the entire scope of all modes of transportation needs, current funding sources, future growth and the balance of funding resources. LD 706 passed out of the committee with unanimous support. Sadly, the bill died in the Senate due primarily to opposition led by the Senate Chair of the Transportation Committee. We will continue to advocate for a long term fix for transportation funding.

We are committed to restoring Revenue Sharing and other municipal revenue sources. We will continue to work with a group of organizations to restore full funding to municipalities. Our strategy includes holding every Maine legislator accountable for every vote that impacts municipal revenue and impairs our ability to provide long overdue property tax relief to our citizens. We are committed to working with the Maine Municipal Association, the Maine School Management Association, the Mayor's Coalition, the Maine State Employees Association and all other interested parties to protect municipal funding and restore local control and good government services.

Given the ongoing fiscal problems, the Maine Service Centers Coalition leadership and staff will continue to need your help, support and input. For this Legislative Session, we are again relying upon Richard Trahey and his firm of Maine Governmental Relations for professional lobbying staff support. I believe that this relationship with Richard has benefited the Coalition greatly in providing us access to policy makers, sound policy advice and effective advocacy services.

We are enclosing the MSCC Membership Dues invoice for 2016 and hope you will respond favorably. Membership dues are set at twelve cents per capita based on your community's population (*established by the State of Maine Revenue Sharing estimate*) with a minimum dues payment of \$500 per community. Also enclosed please find an informational form that we ask you to update and return to us. Please be sure to note to whom we should rely upon as the principal REPRESENTATIVE and ALTERNATE for your community.

Also, please feel free to contact me directly at the Augusta City Hall (207.626.2300) or by e-mail at william.bridgeo@augustamaine.gov

Once again, thank you for your municipality's past support. Together we can make 2016 a productive year for the Maine Service Centers Coalition.

Sincerely,



Bill Bridgeo, Chairperson
Maine Service Centers Coalition
Augusta, Maine

Enclosures (3)

Hi Judy,

Not trying to get too far ahead or too far behind for that matter, what I'm talking about is the Hesper/Luther Little project. At this time is there any type of committee that has been developed to begin discussion and vision on what to do with these ship's components for the water front?

I've heard a few names, no real ideas, just that something should be or could be done, rather than let this part of history rot and rust away. I would agree that the town should move forward with this.

That being said, I have a number of ideas. The big picture idea I have is to somehow engage WHS students in the process, I think it would be fun, challenging, and we could make it very educational. I've been mulling the idea over in my head, touched base with Doug Fowler, who took time to show me what components are left. I talked with principal Armstrong about designing a course for next year to look specifically at students tackling the "problem"...I haven't decided how to phrase it exactly yet.

I see kids being exposed to local history, sail technology, designing a means/mechanism to share the history and technology, building a scale model display along with a rationale for the display, in order to present to the town the vision of how to go about preserving this history. I even see the students working to restore or prepare components for display, how these components would be arranged, secured, identified, labeled. I would also suggest they prepare a budget, a strategy to procure funding, determine potential display/build sites. Advertising this local "outdoor" museum. Depending on the scale of the project? I see students building the actual display site.

I've got a lot of ideas-- you can hold me back...or suggest we forge ahead...I think it would be interesting to see and hear what WHS students think should be done, perhaps some discussion with some board members/interested community members to guide/provide some direction/information/history- would be in order too. Ultimately students engaged in the project should be the ones presenting and outlining their final work and vision/proposal to selectmen and town members.

So...what are your thoughts?

Enough to process for now?

Rob Cronk

Industrial/Technology Education

Wiscasset High School

Audibert, Gerry

From: Audibert, Gerry
Sent: Wednesday, January 20, 2016 2:36 PM
To: townmanager@wiscasset.org
Cc: Gorneau, Aurele
Subject: Wiscasset Intersection Project Agreements
Attachments: WIN 2250800 Wiscasset Cooperative Agreement.pdf; WIN 2250900 Wiscasset Cooperative Agreement 2016 01 20.pdf

Hi Marian – Attached are Draft Cooperative Agreements for two upcoming intersection improvement projects in Wiscasset:

- MaineDOT WIN 22508.00 – Route 1 at Birch Point Road; and
- MaineDOT WIN 22509.00 – Route 1 at Route 144 (Old Ferry Road)

Please review the two draft Agreements and let me know if you have any questions or concerns. Otherwise, please present these to your Board of Selectmen for approval to provide the municipal shares of the project costs noted, sign the Agreements and return them to me. I'll then obtain MaineDOT signatures and I'll return copies to you for your files. Upon obtaining the fully executed Agreements, Project Manager Aurele Gorneau II will contact you to schedule the project kick-off meetings.

MaineDOT also has a project for the intersection of the southern end of Old Bath Road at Route 1. Because no local share is expected on this project, we don't need a Cooperative Agreement. Aurele is the Project Manager on that effort as well. He'll contact you to schedule that project kick-off meeting also.

We look forward to getting the three intersection projects designed and completed with opportunities for public input similar to what was done for the Route 27 intersection project. That project should be getting underway as soon as weather allows.

Let me know if you have any questions. Thank you.

Gerry Audibert, P.E.
MPO Engineer and MaineDOT Project Manager
Scoping Division
Bureau of Planning
Maine Department of Transportation
16 State House Station
Child Street
Augusta, Maine 04333-0016

Cell: (207) 446-3259
Tel: (207) 624-3315
Fax: (207) 624-3301
TTY: (888) 577-6690
e-mail: Gerry.audibert@maine.gov

CT#: _____

CSN: _____

TEDOCS #: _____

PROGRAM: _____

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MAINE DEPARTMENT OF TRANSPORTATION
COOPERATIVE AGREEMENT

WIN 22508.00

INTERSECTION OF U.S. ROUTE 1 AND BIRCH POINT ROAD
WISCASSET

This agreement (“**Agreement**”) is entered into by the Maine Department of Transportation (“**MaineDOT**”), an agency of state government with its principal administrative offices located on Child Street, Augusta, Maine 04333-0015 and the Town of Wiscasset, a **Municipal** agency with its principal administrative offices located at 51 Bath Road, Wiscasset, Maine 04578-4108 (“**Municipality**”), jointly hereinafter referred to as the “**Parties**”.

Whereas, the project that is the subject of this Agreement consists of planning, development, design, right-of-way acquisition, permitting, construction and construction administration for a project to improve the intersection of U.S. Route 1 at Birch Point Road in Wiscasset (hereafter referred to as the “**Project**”); and

Whereas, the Project will include constructing a left turn lane on U.S. Route 1 southbound at the intersection of Birch Point Road, with painted channelization islands in both directions along U.S. Route 1 and as further defined in the attached Concept Sketch; and

Whereas, MaineDOT has initiated this Project in response to local concerns regarding the safety and mobility of the intersection; and

Whereas, the **Municipality** supports the decision by the **MaineDOT** to program the Project; and

Whereas, the **Municipality** is holding in an escrow account developer impact fees assessed by MaineDOT from a project constructed by Shaw’s Supermarkets, the purpose of which is to provide up to \$50,000 each to this intersection (see attached MaineDOT Traffic Movement Permit #Div. 05-00033-A-N) and a similar amount for another intersection (see MaineDOT Cooperative Agreement WIN 22509.00 Intersection of U.S. Route 1 and Route 144, Wiscasset); and

Whereas, the Parties have a mutual interest in ensuring that the Project is delivered on a reasonable schedule and within the budget programmed, using a process that maximizes communication and cooperation; and

Whereas, the purpose of this Agreement is to identify the Parties’ individual responsibilities during the design, permitting and right-of-way phases of the Project through completion of Final Plans, Specifications and Estimate (“**PS&E**”), and to identify the intended financial allocations between the Parties through all phases of the Project if and when the parties formally approve and commit financial resources for construction of the Project; and

Whereas, following the preparation of the Project PS&E, a separate Municipal/State Agreement will be executed by **MaineDOT** and the **Municipality**.

NOW THEREFORE, in consideration of the forgoing, the **Parties** hereby establish and agree to the following terms and conditions:

1. The total estimated cost of the Project through all phases is \$200,000.00 (the "Project Estimate"), and the **Parties** agree to allocate the associated costs of each phase as outlined in this section:

Work Phase	Federal Share	State Share	Municipal Share		Total Estimated Cost
			Amount	%	
Preliminary Engineering	\$24,000.00	\$6,000.00	\$0	0%	\$30,000.00
Right of Way	\$4,000.00	\$1,000.00	\$0	0%	\$5,000.00
Construction	\$68,367.00	\$22,789.00	\$53,884.00	37.16%	\$145,000.00
Construction Engineering	\$16,000.00	\$4,000.00	\$0	0%	\$20,000.00
TOTAL SHARE	\$112,367.00	\$33,789.00	\$53,844.00	26.92%	\$200,000.00

- a. Estimated allocations are further identified as follows:
 - i. **Federal share** – federally participating costs are 56.18% of actual Project cost up to a maximum of \$112,367.00.
 - ii. **State share** – state participating costs are 16.89% of actual Project cost up to a maximum of \$33,789.00.
 - iii. **Municipal share** – the Municipality's share is 26.92% of the actual Project costs. Local Share is estimated at \$53,844.00, plus 100% of any additional costs incurred in accordance with Section 1.b. below.
- b. The **Municipality** shall be fully responsible for any and all Project costs exceeding \$200,000.00, unless otherwise agreed to in writing by the **Parties** through a modification to this **Agreement**.
- c. If the actual Project cost is less than the Project Estimate the amounts owed will be adjusted according to the percentages.
- d. If the Project Estimate or associated financial allocations are adjusted to reflect updated costs, **MaineDOT** will consult with the **Municipality** before such adjustments are approved and implemented.

2. **MaineDOT** will share information about the status of the Project with staff from the **Municipality** at the following Project milestones:

- Project kickoff/initial team meeting/formal public contact
- Completion of the Preliminary Design Report (PDR)
- Formal public meeting

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- Completion of the plans, specifications and estimate (PS&E)
 - Changes in the Project Schedule or Engineer's Estimate.
3. **MaineDOT** will develop construction plans and specifications for the Project within the scope described above, using **MaineDOT's** standard project development process to ensure adherence to federal and state regulations.
 4. After the final PS&E package is prepared, **MaineDOT** and the **Municipality** will execute a Municipal/State Project Agreement covering Project advertisement, award, construction and construction engineering. Said Municipal/State Agreement will carry the financial terms outlined in Section 1 above, as well as a schedule for collection of the Municipality's share of Project costs. Generally, **Municipality** payment for 100% of its share of the Preliminary Engineering and Right of Way costs; 50% of its share of Construction and Construction Engineering costs and 100% of all additional work requested by the **Municipality** is due prior to award of the contract for Project construction. The remainder of the payments to be made by the **Municipality** will be defined in the Municipal/State Project Agreement.
 5. **MaineDOT** will consult with the **Municipality** before implementing any adjustments to the Project scope, and the **Municipality** will likewise notify **MaineDOT** of any proposed changes it wishes to implement.
 6. The **Parties** will participate as partners in any public meetings held to discuss the Project.
 7. If **MaineDOT** withdraws from the Project before it has been advertised for construction, and that action was not directed by the **Municipality**, **MaineDOT** will be responsible for all Project costs incurred to date.
 8. If the **Municipality** withdraws its financial support for the Project as described in Section 1 above, leading **MaineDOT** to cancel the Project before it has been advertised for construction, the **Municipality** shall reimburse **MaineDOT** fully for any and all Project costs incurred in reliance on the Municipality's commitment documented in this **Agreement**, including, but not limited to, reimbursement of all federal funds expended to date.
 9. Anything herein to the contrary notwithstanding, the **Municipality** acknowledges that, although the execution of this **Agreement** by **MaineDOT** manifests its intent to honor its terms and to seek funding to fulfill any obligations arising hereunder, by law any such obligations are subject to available budgetary appropriations by its federal partners and the Maine Legislature and, therefore, this **Agreement** does not create any obligation on behalf of **MaineDOT** in excess of such appropriations.
 10. The **Municipality** represents that its governing body has taken all steps necessary and lawful to approve the Project and the Municipality's entry into this **Agreement**, has appropriated or authorized the use of any necessary funds in connection with the Municipality's participation, and has further authorized the undersigned **Municipal** representative to execute this **Agreement** on the Municipality's behalf.
 11. **MaineDOT** shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off monies due the **Municipality** under a specific Project Contract up to any amounts due

and owed to **MaineDOT** with regard to this **Agreement**, and any other Agreement/Contract, any other Agreement/Contract with any State Department or Agency, including any Agreement/Contract for a term commencing prior to the term of this **Agreement**, plus any amounts due and owed to the State for any reason including without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. **MaineDOT** shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by **MaineDOT**, its representatives, or the State Controller.

12. All provisions of this **Agreement** shall expire at Project final voucher, or upon final payment by the **Municipality** of any Project costs as hereinbefore provided, whichever occurs later.

IN WITNESS WHEREOF, the **Parties** hereto have executed this **Agreement** effective on the day and date last signed.

Date _____
Marian Anderson, Town Manager |
Municipality of Wiscasset

I certify that the signature above is true and accurate. I further certify that the signature, if electronic: (a) is intended to have the same force as a manual signature; (b) is unique to myself; (c) is capable of verification; and (d) is under the sole control of myself.

Date _____
William A. Pulver, Director, Bureau of Project Development
Maine Department of Transportation

I certify that the signature above is true and accurate. I further certify that the signature, if electronic: (a) is intended to have the same force as a manual signature; (b) is unique to myself; (c) is capable of verification; and (d) is under the sole control of myself.

Attachments

1. Concept Sketch for Intersection of U.S. Route 1 at Birch Point Road
2. MaineDOT Traffic Movement Permit #Div. 05-00033-A-N

06/11/17



WILCASSETT
ROUTE 116 BIRCH POINT RD.



STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
16 STATE HOUSE STATION
AUGUSTA, MAINE
04333-0016

JOHN ELIAS BALDACC
GOVERNOR

DAVID A. COLE
COMMISSIONER

Applicant: Shaw's Supermarkets, Inc.
PO Box 600
East Bridgewater, MA 02333
Project Location: Re-use of the Existing Ame's Department Store
Route 1, Wiscassett, Tax Map U-17, Lot 1A
Project: Redevelopment of Shopping Center
Identification #: Div. 05-00033-A-N
Permit Category: >200 PCE
Traffic Engineer: Robert J. Michaud
MDM Transportation Consultants, Inc.
2 Mount Royal Avenue Suite 450
Marlborough, MA 01752
(508)-303-0370

Pursuant to the provision of 23 M.R.S.A. § 704-A and Chapter 305 of the Department's Regulations, the Department of Transportation has considered the application of Shaw's Supermarkets, Inc. with supportive data, agency review and other related materials on file.

PROJECT DESCRIPTION

The applicant proposes to redevelop the existing 43,700 square foot Ame's Department Store into a Shaw's Supermarket. The redeveloped site will be accessed directly via two full movement entrance off of Route 1 at each end of the proposed lot. The entrances will be configured as shown in the March 11, 2004 Shaw's Route 1, Wiscasset Maine Plan signed and sealed by Greg M. Mikolaities. The existing Ame's Department Store was credited with 37 A.M. peak hour trips, 221 P.M. peak hour trips and 331 Saturday peak hour trips. This project when completed is expected to generate 142 weekday AM, 487 weekday PM and 535 Saturday peak hour trip ends.

Findings

Based on a review of the files and related information, the Department approves the Traffic Movement Permit Application of Shaw's Supermarkets, Inc. subject to the following conditions:

MITIGATION

The following mitigation is intended to describe that conceptually shown on: the "Site Plan" of "Shaw's Supermarket Saco, Maine" Sheet C-2 prepared by Appledore Engineering and last revised 3/11/04. Additional mitigation discussed herein may not be shown on that or any plan.

Off-Site Mitigation

Route 1 and Birch Point Road



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Construct a bypass lane for southbound Route 1 traffic to pass left turning vehicles into Birch Point Road. The shoulder adjacent to the bypass lane shall be a minimum of 4 feet. The bypass lane shall be constructed according to the Department's Highway Design Guide Figure 8-21. In lieu of construction of the above the developer shall pay the town a \$50,000 impact fee toward a future construction project.

Route 1 and Route 144

Construct a fully shadowed left turn lane on Route 1 for southbound traffic turning into Route 144. The turn lane shall have 150 feet of storage and a flush concrete island (4" depth with wire mesh reinforcement) as protection for the turners. The concrete island shall be constructed with appropriate tapers (taper length = width x speed). A concrete island shall be constructed opposite the left turn lane to shadow any vehicle in the turn lane. This island shall also have appropriate tapers (taper length = width x speed). In lieu of construction of the above the developer shall pay the town a \$50,000 impact fee toward a future construction project.

Overall

- A. Provide all necessary auxiliary signs and pavement markings to implement the improvements described herein according to State of Maine and/or National standards.
- B. All plantings and signs (permanent and temporary) shall be placed and maintained such that they do not block available sight distances and do not violate the State's "Installations and Obstructions" law. No signage or plantings shall be allowed within the "clear Zone" if they constitute a deadly fixed object.

If any of the supporting data or representations for which this permit is based changes in any way or is found to be incorrect / inaccurate, the applicant shall request in writing from the MDOT a decision of what impacts those changes will have on the permit. The applicant will then be required to submit those changes for review and approval and additional mitigation as a result of those changes may be required at the expense of the applicant.

By:



Bruce Ibarguen, R.E.
State Traffic Engineer

Date: 6-1-04

SCANNED

DATE: 7/20/05

DOCUMENT #: 522084

CT#: _____

CSN: _____

TEDOCS #: _____

PROGRAM: _____

COPY



**MAINE DEPARTMENT OF TRANSPORTATION
COOPERATIVE AGREEMENT
WIN 22509.00
INTERSECTION OF U.S. ROUTE 1 AND ROUTE 144
WISCASSET**

This agreement (“**Agreement**”) is entered into by the Maine Department of Transportation (“**MaineDOT**”), an agency of state government with its principal administrative offices located on Child Street, Augusta, Maine 04333-0015 and the Town of Wiscasset, a **Municipal** agency with its principal administrative offices located at 51 Bath Road, Wiscasset, Maine 04578-4108 (“**Municipality**”), jointly hereinafter referred to as the “**Parties**”.

Whereas, the project that is the subject of this Agreement consists of planning, development, design, right-of-way acquisition, permitting, construction and construction administration for a project to improve the intersection of U.S. Route 1 at Route 144 (Old Ferry Road) in Wiscasset (hereafter referred to as the “**Project**”); and

Whereas, the Project will include constructing a left turn lane on U.S. Route 1 southbound at the intersection of Route 144, with painted channelization islands in both directions along U.S. Route 1 and as further defined in the attached Concept Sketch; and

Whereas, MaineDOT has initiated this Project in response to local concerns regarding the safety and mobility of the intersection; and

Whereas, the **Municipality** supports the decision by the **MaineDOT** to program the Project; and

Whereas, the **Municipality** is holding in an escrow account developer impact fees assessed by MaineDOT from a project constructed by Shaw’s Supermarkets, the purpose of which is to provide up to \$50,000 each to this intersection (see attached MaineDOT Traffic Movement Permit #Div. 05-00033-A-N) and a similar amount for another intersection (see MaineDOT Cooperative Agreement WIN 22508.00 Intersection of U.S. Route 1 and Birch Point Road, Wiscasset); and

Whereas, the Parties have a mutual interest in ensuring that the Project is delivered on a reasonable schedule and within the budget programmed, using a process that maximizes communication and cooperation; and

Whereas, the purpose of this Agreement is to identify the Parties’ individual responsibilities during the design, permitting and right-of-way phases of the Project through completion of Final Plans, Specifications and Estimate (“**PS&E**”), and to identify the intended financial allocations between the Parties through all phases of the Project if and when the parties formally approve and commit financial resources for construction of the Project; and

Whereas, following the preparation of the Project PS&E, a separate Municipal/State Agreement will be executed by **MaineDOT** and the **Municipality**.

NOW THEREFORE, in consideration of the forgoing, the **Parties** hereby establish and agree to the following terms and conditions:

1. The total estimated cost of the Project through all phases is \$205,000.00 (the "Project Estimate"), and the **Parties** agree to allocate the associated costs of each phase as outlined in this section:

Work Phase	Federal Share	State Share	Municipal Share		Total Estimated Cost
			Amount	%	
Preliminary Engineering	\$24,000.00	\$6,000.00	\$0.00	0%	\$30,000.00
Right of Way	\$4,000.00	\$1,000.00	\$0.00	0%	\$5,000.00
Construction	\$76,000.00	\$24,000.00	\$50,000.00	33.33%	\$150,000.00
Construction Engineering	\$16,000.00	\$4,000.00	\$0.00	0%	\$20,000.00
TOTAL SHARE	\$120,000.00	\$35,000.00	\$50,000.00	24.39%	\$205,000.00

- a. Estimated allocations are further identified as follows:
 - i. **Federal share** – federally participating costs are 58.54% of actual Project cost up to a maximum of \$120,000.00.
 - ii. **State share** – state participating costs are 17.07% of actual Project cost up to a maximum of \$35,000.00.
 - iii. **Municipal share** – the Municipality's share is 24.39% of the actual Project costs. Local Share is estimated at \$50,000.00, plus 100% of any additional costs incurred in accordance with Section 1.b. below.
- b. The **Municipality** shall be fully responsible for any and all Project costs exceeding \$205,000.00, unless otherwise agreed to in writing by the **Parties** through a modification to this **Agreement**.
- c. If the actual Project cost is less than the Project Estimate the amounts owed will be adjusted according to the percentages.
- d. If the Project Estimate or associated financial allocations are adjusted to reflect updated costs, **MaineDOT** will consult with the **Municipality** before such adjustments are approved and implemented.

2. **MaineDOT** will share information about the status of the Project with staff from the **Municipality** at the following Project milestones:

- Project kickoff/initial team meeting/formal public contact
- Completion of the Preliminary Design Report (PDR)
- Formal public meeting

- Completion of the plans, specifications and estimate (PS&E)
- Changes in the Project Schedule or Engineer's Estimate.



3. **MaineDOT** will develop construction plans and specifications for the Project within the scope described above, using **MaineDOT's** standard project development process to ensure adherence to federal and state regulations.
4. After the final PS&E package is prepared, **MaineDOT** and the **Municipality** will execute a Municipal/State Project Agreement covering Project advertisement, award, construction and construction engineering. Said Municipal/State Agreement will carry the financial terms outlined in Section 1 above, as well as a schedule for collection of the **Municipality's** share of Project costs. Generally, **Municipality** payment for 100% of its share of the Preliminary Engineering and Right of Way costs, 50% of its share of Construction and Construction Engineering costs and 100% of all additional work requested by the **Municipality** is due prior to award of the contract for Project construction. The remainder of the payments to be made by the **Municipality** will be defined in the Municipal/State Project Agreement.
5. **MaineDOT** will consult with the **Municipality** before implementing any adjustments to the Project scope, and the **Municipality** will likewise notify **MaineDOT** of any proposed changes it wishes to implement.
6. The **Parties** will participate as partners in any public meetings held to discuss the Project.
7. If **MaineDOT** withdraws from the Project before it has been advertised for construction, and that action was not directed by the **Municipality**, **MaineDOT** will be responsible for all Project costs incurred to date.
8. If the **Municipality** withdraws its financial support for the Project as described in Section 1 above, leading **MaineDOT** to cancel the Project before it has been advertised for construction, the **Municipality** shall reimburse **MaineDOT** fully for any and all Project costs incurred in reliance on the **Municipality's** commitment documented in this **Agreement**, including, but not limited to, reimbursement of all federal funds expended to date.
9. Anything herein to the contrary notwithstanding, the **Municipality** acknowledges that, although the execution of this **Agreement** by **MaineDOT** manifests its intent to honor its terms and to seek funding to fulfill any obligations arising hereunder, by law any such obligations are subject to available budgetary appropriations by its federal partners and the Maine Legislature and, therefore, this **Agreement** does not create any obligation on behalf of **MaineDOT** in excess of such appropriations.
10. The **Municipality** represents that its governing body has taken all steps necessary and lawful to approve the Project and the **Municipality's** entry into this **Agreement**, has appropriated or authorized the use of any necessary funds in connection with the **Municipality's** participation, and has further authorized the undersigned **Municipal** representative to execute this **Agreement** on the **Municipality's** behalf.
11. **MaineDOT** shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off monies due the **Municipality** under a specific Project Contract up to any amounts due

and owed to **MaineDOT** with regard to this **Agreement**, and any other Agreement/Contract, any other Agreement/Contract with any State Department or Agency, including any Agreement/Contract for a term commencing prior to the term of this **Agreement**, plus any amounts due and owed to the State for any reason including without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. **MaineDOT** shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by **MaineDOT**, its representatives, or the State Controller.

12. All provisions of this **Agreement** shall expire at Project final voucher, or upon final payment by the **Municipality** of any Project costs as hereinbefore provided, whichever occurs later.

IN WITNESS WHEREOF, the **Parties** hereto have executed this **Agreement** effective on the day and date last signed.

_____ Date _____

Marian Anderson, Town Manager
Municipality of Wiscasset

I certify that the signature above is true and accurate. I further certify that the signature, if electronic: (a) is intended to have the same force as a manual signature; (b) is unique to myself; (c) is capable of verification; and (d) is under the sole control of myself.

_____ Date _____

William A. Pulver, Director, Bureau of Project Development
Maine Department of Transportation

I certify that the signature above is true and accurate. I further certify that the signature, if electronic: (a) is intended to have the same force as a manual signature; (b) is unique to myself; (c) is capable of verification; and (d) is under the sole control of myself.

Attachments

1. Concept Sketch for Intersection of U.S. Route 1 at Route 144 (Old Ferry Road)
2. MaineDOT Traffic Movement Permit #Div. 05-00033-A-N

COPY





STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
16 STATE HOUSE STATION
AUGUSTA, MAINE
04333-0016

JOHN ELIAS BALDACCI
GOVERNOR

DAVID A. COLE
COMMISSIONER

Applicant: Shaw's Supermarkets, Inc.
PO Box 600
East Bridgewater, MA 02333

Project Location: Re-use of the Existing Ame's Department Store
Route 1, Wiscasset, Tax Map U-17, Lot 1A

Project: Redevelopment of Shopping Center

Identification #: Div. 05-00033-A-N

Permit Category: >200 PCE

Traffic Engineer: Robert J. Michaud
MDM Transportation Consultants, Inc.
2 Mount Royal Avenue Suite 450
Marlborough, MA 01752
(508)-303-0370

Pursuant to the provision of 23 M.R.S.A. § 704-A and Chapter 305 of the Department's Regulations, the Department of Transportation has considered the application of Shaw's Supermarkets, Inc. with supportive data, agency review and other related materials on file.

PROJECT DESCRIPTION

The applicant proposes to redevelop the existing 43,700 square foot Ame's Department Store into a Shaw's Supermarket. The redeveloped site will be accessed directly via two full movement entrance off of Route 1 at each end of the proposed lot. The entrances will be configured as shown in the March 11, 2004 Shaw's Route 1, Wiscasset Maine Plan signed and sealed by Greg M. Mikolaities. The existing Ame's Department Store was credited with 37 A.M. peak hour trips, 221 P.M. peak hour trips and 331 Saturday peak hour trips. This project when completed is expected to generate 142 weekday AM, 487 weekday PM and 535 Saturday peak hour trip ends.

Findings

Based on a review of the files and related information, the Department approves the Traffic Movement Permit Application of Shaw's Supermarkets, Inc. subject to the following conditions:

MITIGATION

The following mitigation is intended to describe that conceptually shown on: the "Site Plan" of "Shaw's Supermarket Saco, Maine" Sheet C-2 prepared by Appledore Engineering and last revised 3/11/04. Additional mitigation discussed herein may not be shown on that or any plan.

Off-Site Mitigation

Route 1 and Birch Point Road



PRINTED ON RECYCLED PAPER

THE MAINE DEPARTMENT OF TRANSPORTATION IS AN AFFIRMATIVE ACTION - EQUAL OPPORTUNITY EMPLOYER

COPY

Construct a bypass lane for southbound Route 1 traffic to pass left turning vehicles into Birch Point Road. The shoulder adjacent to the bypass lane shall be a minimum of 4 feet. The bypass lane shall be constructed according to the Department's Highway Design Guide Figure 8-21. In lieu of construction of the above the developer shall pay the town a \$50,000 impact fee toward a future construction project.

Route 1 and Route 144

Construct a fully shadowed left turn lane on Route 1 for southbound traffic turning into Route 144. The turn lane shall have 150 feet of storage and a flush concrete island (4" depth with wire mesh reinforcement) as protection for the turners. The concrete island shall be constructed with appropriate tapers (taper length = width x speed). A concrete island shall be constructed opposite the left turn lane to shadow any vehicle in the turn lane. This island shall also have appropriate tapers (taper length = width x speed). In lieu of construction of the above the developer shall pay the town a \$50,000 impact fee toward a future construction project.

Overall

- A. Provide all necessary auxiliary signs and pavement markings to implement the improvements described herein according to State of Maine and/or National standards.
- B. All plantings and signs (permanent and temporary) shall be placed and maintained such that they do not block available sight distances and do not violate the State's "Installations and Obstructions" law. No signage or plantings shall be allowed within the "clear Zone" if they constitute a deadly fixed object.

If any of the supporting data or representations for which this permit is based changes in any way or is found to be incorrect / inaccurate, the applicant shall request in writing from the MDOT a decision of what impacts those changes will have on the permit. The applicant will then be required to submit those changes for review and approval and additional mitigation as a result of those changes may be required at the expense of the applicant.

By: 
Bruce Ibarguen, R.E.
State Traffic Engineer

Date: 6-1-04

SCANNED
DATE: 7/20/05
DOCUMENT #: 522084

January 27, 2016

Board of Selectmen
Town of Wiscasset
51 Bath Road
Wiscasset, Maine 04578

Dear members of the board,

Hello, we are writing as advisors for the Wiscasset Middle High School Civil Rights Club to request funds from the Larabee Account for a musical guest speaker for our school as part of our Diversity Day presentation on April 11.

Shamou has been a guest speaker at our school many years ago and was incredibly popular with students and staff alike. He presents a high energy full-school presentation that involves audience participation. He began his musical career at an early age in his native Iran where he also studied and performed with the Iranian National Ballet as a dancer. He began his formal music training in Tehran, studied with teachers from the Royal College of Music in London, and completed his training at Berklee College of Music in Boston. He has performed extensively in the Boston area and around the country and the world in places such as San Francisco, Las Vegas, Phoenix, Los Angeles, and recently in Edinburgh, Scotland. He currently works with Bowdoin College and has been very involved with the annual Bates Dance Festival.

The last time that Shamou worked with our students, we were able to pay for him to lead workshops with students all day and do an end of the day presentation for a fee of \$1,000 through a grant from the Savings Bank of Maine. Sadly, these funds are no longer available. Shamou has agreed to come to our school to do a full assembly for a reduced cost of \$500. If there is any way possible that the Larabee Account could help us with the cost of this, we would be very grateful and would happily list this fund as one of our lead sponsors. If you have any questions please do not hesitate to call us at the school or email us at cturcotte@wiscasset-schools.org. Thank you for your consideration.

Sincerely,



Ralph Keyes and Cynthia Turcotte
Civil Rights/GSA Advisors

Received
FEB 01 2016
Town of Wiscasset
By 

From the will of

(4)

All legacy, succession, inheritance and like taxes imposed by reason of my death, on property and interest or penalties thereon, shall be borne by my residuary estate. So far as practicable and reasonable, my executors shall pay as soon as convenient after my death any of the taxes referred to in the preceding sentence on future or contingent interests.

X R. After the payment of the above bequests, I give and bequeath one-half of the residue, including lapsed legacies, to the TOWN OF WISCASSET, Maine, IN TRUST, nevertheless, to be invested in Banks that are members of the Federal Deposit Insurance Corporation, and the income therefrom to be used for ~~the maintenance of a Band in the Schools.~~ If the Schools have no band or if from time to time a band in the Schools ceases to exist for any reason, then the income is to be allowed to accumulate and to be used when the schools do have a band.

S. The other half of the said residue, including lapsed legacies, I give and bequeath to the FIRST CONGREGATIONAL CHURCH of Wiscasset, Maine, IN TRUST, nevertheless, to be invested in Banks that are members of the Federal Deposit Insurance Corporation, the income therefrom to be used toward the salary of the Minister and/or upkeep of the Church as the Trustees of the church may think best.

SECOND: If my said husband, Carl M. P. Larrabee, survives me, then I nominate and ask that the Court appoint him sole Executor of this my last will and testament and further ask that he be not required to give bond in the carrying out of his said trust. If he does not survive me, or we die in a common accident or catastrophe, or if he is unable to serve for any reason, then I nominate and ask that the Court appoint DAVID B. SOULE, ESQ. and EVA G. BRADFORD as executors, and if one predeceases me or cannot serve for any reason, then the other shall serve. I further ask that they be not required to furnish any sureties on their bond as Executors or as Trustees under paragraph "FIRST E" of this Will.

If my said husband does not survive me and David B. Soule, Esq. and Eva G. Bradford, or either of them are appointed, I give them authority to sell and convey all real estate I may own without authority from the Court.

If David B. Soule, Esq. and/or Eva G. Bradford are appointed Executors under this Will, I expect them to charge the regular commissions for their services.

MEETING NOTICE

The Wiscasset Board of Selectmen, Tax Assessors & Overseers of the Poor will meet Tuesday, February 16, 2016 at 6 p.m. in the Municipal Meeting Room.

AGENDA

6 p.m.

1. Call the meeting to order
2. Pledge of Allegiance.
3. Public Hearings:
4. Approval of Minutes:
 - a. February 2, 2016
5. Approval of Treasurer's Warrants
 - a. Payroll Warrants: February 5, 2016; February 12, 2016
 - b. Accounts Payable Warrants: February 9, 2016; February 16, 2016
6. Assessors' Business
7. Special Presentations or Awards
8. Appointments:
9. Resignations:
10. Public Comment on Non-Agenda Items:
 - a. At each regular Selectmen meeting, there will be time devoted to any resident, taxpayer, or, in the case of an organization, an authorized representative of a resident or taxpayer of the Town of Wiscasset to address the Selectmen regarding any item that is not on the agenda for that meeting. Comments will be limited to five minutes per person. There will be a 30-minute maximum for this section.

11. Unfinished Business:

- a. Special Town Meeting
- b. Sale of Real Estate
- c. Maine Service Center Coalition membership
- d. Hesper and Luther Little
- e. Revision of Town of Wiscasset Personnel Policy-Section 5.3.2 Local Political Activity

12. New Business:

- a. Review of H.M. Payson Investment Accounts, Daniel M. Lay, Managing Director
- b. MaineDOT win 22508.00 – Route 1 at Birch Point cooperative agreement
- c. MaineDOT win 22509.00-Route 1 at Route 144 (Old Ferry Road) cooperative agreement
- d. Bid Opening, Wiscasset Community Center roof replacement
- e. Larrabee Fund Request -- \$500 for Diversity Day musician

13. Department Head or Committee Chair Reports

14. Town Manager's Report

15. Adjournment

Future Meetings, Workshops, and Events

- February 17: Airport Committee, 6 p.m. @ Airport
- February 22: Ordinance Review Committee, 5 p.m.
- February 22: Planning Board, 7 p.m.
- February 23: Waterfront Committee, 5 p.m.
- February 24: Conservation Commission, 6 p.m.
- March 1: Board of Selectmen, 6 p.m.

DRAFT