

WISCASSET BOARD OF SELECTMEN,  
BOARD OF ASSESSORS AND OVERSEERS OF THE POOR  
MAY 31, 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

Chair Ben Rines, Jr., called the meeting to order at 6 p.m.

2. Pledge of Allegiance

3. Public Hearings – none

4. Approval of Minutes

**David Cherry moved to accept the minutes of May 17, 2016 as submitted. Vote 5-0-0.** Judy Flanagan suggested that forms approved at a meeting be attached to the minutes.

5. Approval of Treasurer's Warrants

**A. Judy Colby moved to approve the payroll warrants of May 21 and 28, 2016. Vote 5-0-0.**

**B. Judy Flanagan moved to approve the accounts payable warrants of May 24 and 31, 2016. Vote 5-0-0.**

6. Assessor's Business – none

7. Special Presentations or Awards – none

8. Appointments

**A. Jeff Slack moved to approve the appointment of Nancy R. Wyman to the Wiscasset Community Center Scholarship Board of Trustees. Vote 5-0-0.**

9. Resignations – none

10. Public Comment

Marty Fox, co-chair of the Wiscasset Suncats, recommended that action on installation of solar panels on the municipal building (if the warrant article passes) be postponed until the Public Utility Commission makes a decision on the future of solar power.

Ed Kavanaugh, speaking on behalf of the Museum in the Streets, inquired about the future of the museum's signs, specifically those hidden by buildings on the pier and the Haggett's Garage sign if the building is razed for parking. Kavanaugh said his committee has been working on apps for smart phones

and tablets to locate the museum's signs by GPS, and there would be a problem if the signs were moved. It was unclear whose responsibility it was to decide where buildings on the pier would be placed. The Waterfront Committee recommends locations of buildings on the piers to the selectmen but is not involved in responsibility for signs. Since the signs are placed throughout the town, a committee responsible for location of the signs should include the Code Enforcement Officer and Town Planner.

#### 11. Unfinished Business

Judy Flanagan recommended that a decision on the service award be made in executive session at the end of the meeting.

#### 12. New Business

A. Consideration of expanding an approved Liquor License to include outdoor seating at Little Village Bistro, Tony Bickford: Bickford said the State requires Town approval for expansion to provide full service of his restaurant outdoors. **David Cherry moved to approve the application. Vote 5-0-0.**

B. Department of Energy meeting in Wiscasset, June 3, 2016: Ben Rines, Jr., said the DOE would be at the Community Center from 11 a.m. to 1 p.m. to discuss the nuclear waste being stored at Maine Yankee. The meeting is open not only to Wiscasset residents, but also to those in surrounding communities.

C. Application for License for Incorporated Civic Organization, Lincoln County Historical Association (Liquor): **Judy Colby moved to accept the license for the Incorporated Civic Organization. Vote 5-0-0.**

D. Review of shellfish licensing fees: Judy Flanagan said the shellfish licensing fees had been brought up during budget meetings but no action had been taken. Town Planner Ben Averill said he had researched fees in surrounding towns and Wiscasset's fees were on a par with them. Because it was too late to add an ordinance change to the warrant, the matter will be on the agenda in the fall.

E. Discussion with downtown business owners: Business owners spoke both for and against the MDOT recommended changes for Main Street. Sharon Mrozinski read a letter from business owners opposing the changes (attached). Several business owners also spoke in opposition to Option 2, citing lack of parking for elderly clientele, lack of parking for delivery trucks, a 12-month fix for a two-month problem and disruption of Main Street by construction. Those in favor of Option 2 said an opportunity to improve traffic shouldn't be ignored; people would find a way to come and Wiscasset would become a walking town; Main Street would be more attractive with the proposed changes; if correctly timed, the lights would control pedestrian crossings; and signage would direct traffic to parking areas. Town Planner Ben Averill said the DOT was working with the Historic Preservation office; and if Option 1 or 2 is chosen, there are different specifications that can be chosen with citizen input.

Although DOT had had discussions with town officials regarding Route 1 traffic in the past, business owners complained that they had not been part of the planning process. Paul Mrozinski said that following the advice of John Melrose, former DOT Commissioner, he had contacted Rep. Jeff Hanley to arrange a meeting with the current commissioner; and Jeff Hanley's office is in the process of arranging a date for the meeting. Melrose also recommended that an alternate plan be proposed by the business

people. Ben Rines, Jr., said the selectmen will be making the final decision after the vote on the non-binding warrant article. A five-minute recess followed.

13. EMS Subscription plan and EMS monthly report, Toby Martin, EMS Director: Martin presented his report for April and reported on the successful May 18 open house during National EMS Week. He said the EMS lost the contract with Alna to CLC, but Wiscasset will respond to Alna calls if CLC is busy elsewhere. Regarding the construction on the second floor which will be necessary when 24-hour coverage is in place, Martin was advised to work with the CEO in preparing the Request for Proposals which will be marked "subject to funding," as funds are dependent upon the approval of the budget at town meeting. Martin proposed an EMS subscription plan which, for an annual fee, would cover emergency medical services for Wiscasset residents without insurance. A mass mailing will be made informing townspeople of the plan. **Judy Colby moved to move forward with the Wiscasset Ambulance Service subscription program. Vote 5-0-0.** Ben Rines, Jr., asked that no action be taken until the town meeting vote.

B. Fire Department budget update: Report distributed.

C. New Airport prices and fees, Frank Costa, Airport Manager: Costa asked approval to raise some of the fees at the airport. He said he had researched fees at other airports and had established competitive rates, and in some cases rates lower than other airports. The Airport Committee has approved the proposed rates. **Jeff Slack moved to approve Frank Costa's recommended fee schedule. Vote 5-0-0.**

D. See submitted Department Head Reports

E. Budget Summary: Updates will be provided to the new board on June 16.

F. Police Cruiser Update, Wiscasset Police Chief Jeffrey Lange: Lange reported that the cruiser involved in the most recent accident was not totaled; it will take a week and a half to repair. The accident was the fault of the other driver and insurance will cover the repair estimated at \$9,000. As far as the new cruiser is concerned, Lange is waiting for the town vote and looking at 2016 SUVs. The cruiser from Paris is being used for patrol in the meantime.

G. Catering Permit: **Judy Colby moved to approve the catering permit for the Frontier Group at Marianmade Farm on June 11 from 3 to 10 p.m. Vote 5-0-0.**

#### 15. Town Manager's Report

Marian Anderson encouraged attendance at the meeting with the DOE regarding Maine Yankee nuclear waste storage at the Community Center on June 3 from 11 to 1. The meeting will be publicized in local papers and on the CC marquee and town sign.

Anderson said as a result of union negotiations, a policy had been adopted which would require direct deposit for all employees. Ben Rines, Jr., reported that not all firefighters wanted direct deposit; he considered them to be volunteers and they should be given the option of receiving a paycheck. **David Cherry moved to continue with the existing policy and require all payroll to be direct deposit. Vote 4-1-0 (Rines opposed).**

Judy Flanagan asked that the town manager evaluation process begin before the election when new selectmen may be elected. Marian Anderson will meet with the board at 5 p.m. on Monday, June 13 in executive session.

At 8:30 p.m. **Ben Rines, Jr., moved to go into executive session pursuant to 1 MRSA Section 405(6)(C) to discuss real estate development. Vote 5-0-0.**

**Ben Rines, Jr., moved to exit executive session at 8:52 p.m.**

15. Adjournment

**Judy Colby moved to adjourn at 8:57 p.m.**

WISCASSET BOARD OF SELECTMEN,  
BOARD OF ASSESSORS AND OVERSEERS OF THE POOR  
JUNE 13, 2016

Preliminary Minutes

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 5:10 p.m.

2. Pledge of Allegiance

3. New Business

A. Consideration of Catering Permit Application for The Dogfish Bar & Grille at Marianmade Farm: **Judy Colby moved to grant the permit to Dogfish Bar & Grille at Marianmade Farm. Vote 5-0-0**

4. Executive Session

At 5:12 p.m., **Ben Rines, Jr., moved to enter executive session pursuant to 1 M.R.S.A. Section 405(6)(A), Personnel Matters, for the purpose of the Town Manager's annual evaluation. Vote 5-0-0.**

At 7:10 p.m., **Judy Colby moved to exit executive session. Vote 5-0-0.**

5. Adjournment

**David Cherry moved to adjourn at 7:11 p.m. Vote 5-0-0.**



12A.

State of Maine
Bureau of Alcoholic Beverages and Lottery Operations
Division of Liquor Licensing and Enforcement
8 State House Station
Augusta, ME 04333-0008
Telephone: (207) 624-7220 Fax: (207) 287-3434

COPY

Application for Catered Function By Qualified Catering Organization

License No.: 7676 Name of Qualified Caterer: Dandelion Catering Co. LLC
Mailing Address: 81 Bridge St.
Town/ City: Yarmouth State: ME Zip Code: 04096
Telephone: (207) 847-0023 Fax: angela@dandelioncatering.com
Title and Purpose of Event: Rehearsal Dinner
Location of Event: Marianmade Farm
Physical Address of Event: 155 Federal St.
Town/City: Wiscasset State: ME Zip Code: 04578

Indoor Event Outside Event (IF OUTSIDE AREA, DIAGRAM MUST BE INCLUDED)
Describe specific indoor and/or outdoor area to be licensed: Outside barn on deck.

Date of Event: 07.01.16 Time - From: 7pm To: 10pm
Number of Persons Attending: 100
Name of Sponsor: Adrea Lee
Address: 14 Lindall Place, Unit 1 Town/City: Boston
State: ME Zip Code: 02114 Telephone Number: 443-279-8916

Signature of Licensee or Corporate Officer: Angela Haskell Date: 06.07.16
Angela Haskell
Print Name of Licensee or Corporate Officer

FOR USE ONLY BY DIVISION OF LIQUOR LICENSING & ENFORCEMENT

RESTRICTIONS:

[ ] APPROVED

DATED: \_\_\_\_\_

[ ] NOT APPROVED

ISSUED BY: \_\_\_\_\_



State of Maine

Bureau of Alcoholic Beverages and Lottery Operations
Division of Liquor Licensing and Enforcement

8 State House Station
Augusta, ME 04333-0008

Telephone: (207) 624-7220

Fax: (207) 287-3434

12A

COPY

Application for Catered Function By Qualified Catering Organization

License No.: 7676 Name of Qualified Caterer: Dandelion Catering Co. LLC

Mailing Address: 81 Bridge St.

Town/ City: Yarmouth State: ME Zip Code: 04096

Telephone: (207) 847-0023 Fax: angela@dandelioncatering.com

Title and Purpose of Event: Wedding

Location of Event: Marianmade Farm

Physical Address of Event: 155 Federal St.

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

Indoor Event Outside Event (IF OUTSIDE AREA, DIAGRAM MUST BE INCLUDED)

Describe specific indoor and/or outdoor area to be licensed: Outside barn on deck.

Date of Event: 07.02.16 Time - From: 4pm To: 10pm

Number of Persons Attending: 120

Name of Sponsor: Adrea Lee

Address: 14 Lindall Place, Unit 1 Town/City: Boston

State: ME Zip Code: 02114 Telephone Number: 443-279-8916

Signature of Licensee or Corporate Officer: Angela Haskell

Date: 06.07.16

Signature of Licensee or Corporate Officer

Date

Angela Haskell

Print Name of Licensee or Corporate Officer

FOR USE ONLY BY DIVISION OF LIQUOR LICENSING & ENFORCEMENT

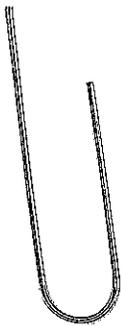
RESTRICTIONS:

[ ] APPROVED

DATED: \_\_\_\_\_

[ ] NOT APPROVED

ISSUED BY: \_\_\_\_\_



State of Maine

Bureau of Alcoholic Beverages and Lottery Operations
Division of Liquor Licensing and Enforcement
8 State House Station
Augusta, ME 04333-0008
Telephone: (207) 624-7220 Fax: (207) 287-3434

12A

COPY

Application for Catered Function By Qualified Catering Organization

License No.: 5088 Name of Qualified Caterer: The Bread + Butter Catering Co.
Mailing Address: 73 Main Street
Town/ City: South Portland State: ME Zip Code: 04106
Telephone: 207-233-2579 Fax: N/A the bread and butter co @ gmail com
Title and Purpose of Event: Rehearsal Dinner
Location of Event: Marianmade Farm
Physical Address of Event: 155 Federal St
Town/City: Wiscasset State: ME Zip Code: 04578
Indoor Event Outside Event (IF OUTSIDE AREA, DIAGRAM MUST BE INCLUDED)
Describe specific indoor and/or outdoor area to be licensed: Rehearsal Dinner in bar and on covered patio
Date of Event: 9/16/16 Time - From: 7pm To: 10pm
Number of Persons Attending: 50
Name of Sponsor: Molly Tobin
Address: 315 Main St Town/City: Charlestown
State: MA Zip Code: 02129 Telephone Number: 617-285-3026
Signature of Licensee or Corporate Officer: KATE SCHIER-DOTOCREW Date: 5/16/16
Print Name of Licensee or Corporate Officer: KATE SCHIER-DOTOCREW

FOR USE ONLY BY DIVISION OF LIQUOR LICENSING & ENFORCEMENT

RESTRICTIONS:

[ ] APPROVED

DATED: \_\_\_\_\_

[ ] NOT APPROVED

ISSUED BY: \_\_\_\_\_



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**State of Maine**  
**Bureau of Alcoholic Beverages and Lottery Operations**  
**Division of Liquor Licensing and Enforcement**

**Application for a Catering Permit**

COPY

Please complete this application in its entirety. This application must be signed by the appropriate official in the municipality where the catering function is to be held.

Name of Licensee: Frontier Group

DBA: Frontier

License Number: 7060

Complete Mailing Address: 14 Maine St.  
Brunswick, ME 04011

Daytime Telephone Number: 207-725-5222 Fax: \_\_\_\_\_

Email Address: emily@explore-frontier.com

Title of Function: London Wedding Reception

Purpose of Function: Wedding Reception

Location of Function: Marianmade Farm

Complete Physical Address of Function: 28 Sherman Lane  
Wiscasset, ME 04578

Describe specific area to be licensed and attach a diagram:  Inside Event  Outside Event

Marianmade barn, patio & lawn

Date of Function: 9-10-16 Time of Function: From: 4:00pm To: 10:00pm

(Note: By law, liquor can only be served from 5:00am to 1:00am of the next day, Monday through Saturday, and 9:00am to 1:00am the next day on Sunday. Function times cannot deviate from this statutory requirement.)

Number of Persons attending: 140

**QUITCLAIM DEED WITH COVENANT  
RESERVING A CONSERVATION EASEMENT  
ON WHITES ISLAND - WISCASSET**

**MAINE COAST HERITAGE TRUST**, a non-profit corporation, organized and existing under the laws of the State of Maine, having a mailing address of Bowdoin Mill, One Main Street-Suite 201, Topsham, Maine 04086, in consideration of its charitable and benevolent purposes, and in consideration of the covenants herein contained,

**GRANTS** to **TOWN OF WISCASSET**, a body corporate and politic established under the laws of the State of Maine, with a mailing address of 51 Bath Road, Wiscasset, Maine 04578, **WITH QUITCLAIM COVENANT**, three certain lots or parcels of land situated in Wiscasset, Lincoln County, Maine, more particularly described in **Exhibit A** and depicted generally in **Exhibit B**, both attached hereto and made a part hereof by reference; being all and the same real estate conveyed by two deeds: a Warranty Deed conveying a one-half undivided interest in the premises from Donna Burkhardt to Maine Coast Heritage Trust, dated February 12, 2016, and recorded herewith at the Lincoln County Registry of Deeds at Book 4979, Page 310; and a Warranty Deed conveying a one-half undivided interest in the premises from Jodi Phinney and Tasha Phinney, Personal Representatives of the Estate of William Phinney, to Maine Coast Heritage Trust, dated February 17, 2016 and recorded at said Registry at Book 4979, Page 312; hereafter referred to variously as the "Premises" and the "Protected Property."

**EXCEPTING AND RESERVING** to Maine Coast Heritage Trust, its successors and assigns forever, a **CONSERVATION EASEMENT** on the Protected Property; consisting of the following purposes, terms, provisions, restrictive covenants and affirmative rights retained by Maine Coast Heritage Trust, its successors and assigns forever, (referred to in this Conservation Easement as "HOLDER"), which shall run with the Protected Property and be binding in perpetuity upon, the City of Wiscasset, its successors and assigns forever, (referred to in the Conservation Easement as "OWNER"), for the benefit of the general public, pursuant to the Maine Conservation Easement Act, Title 33 M.R.S. Section 476 et seq., as amended and successor provisions thereof:

**≈CONSERVATION PURPOSES≈**

The purposes of this Conservation Easement are to preserve and protect the Protected Property, including White's Island and its bridge and water access lot on the mainland shore, for ~~for~~ daytime low-impact outdoor recreation by the general public and for daytime low-impact access for recreational and commercial fishing and clamming, to preserve the conservation values of the Protected Property by keeping it in its existing substantially natural, undeveloped, and scenic condition as documented in Baseline Data, to assure continued enjoyment of the Protected Property by the general public for daytime low-impact outdoor recreation, nature observation and study, to protect the natural and scenic view of the Protected Property from mainland points in Wiscasset and from the nearby navigable waters of

the Sheepscot River and Wiscasset Harbor (hereinafter "public vantage points"), and to assure that the Protected Property remains under the ownership of the Town of Wiscasset or of a bona-fide non-profit organization or governmental conservation owner, dedicated to the uses contemplated hereunder.

**Section A. Conservation Easement Land Use Restrictions.**

1. **Land Use and Division.** No industrial, quarrying, surface mining, oil or gas exploration, or other extractive activities are permitted on the Protected Property. The Protected Property may not be subdivided or divided, nor used to increase the density of development on other land, except that any portion thereof may be conveyed to an entity, governmental or nonprofit, that meets the conditions stated in Paragraph A.2. hereinbelow, and that commits to upholding the conservation purposes hereof.

2. **Ownership.** The Protected Property may not be sold, conveyed, or otherwise transferred, except to a nonprofit or governmental entity that qualifies as a "holder" under Title 33 M.R.S. Section 476(2), or successor provisions thereof, and then only after 30 days notice in writing to HOLDER, its successors and assigns.

3. **Existing Conditions.** There are no structures on the Protected Property except for a bridge from the mainland portion of the Protected Property to the island portion of the Protected Property, boundary markers, the remains of piers and pilings, and remains of foundations. There are no surface alterations on the Protected Property except for footpaths on the island portion of the Protected Property and minor alterations associated with the aforementioned existing structures. The Protected Property is primarily open with several shade trees creating a park-like appearance, as documented in Baseline Data, on file with Holder.

4. **Structures.** OWNER shall have the right to maintain and replace the existing pedestrian bridge with another bridge designed for pedestrian use and maintenance vehicular purposes, with appropriate barriers to discourage vehicular use by the public. OWNER also has the right to install and maintain only minor structures on the Protected Property necessary or appropriate for public use of the island portion of the Protected Property for low-impact outdoor recreation, nature observation and scientific studies, and commercial and recreational fishing and clamming; including but not limited to: small unlighted signs; information kiosks and viewing platforms; privies or outhouses or toilet facilities with or without running water, and any necessary septic waste disposal facilities therefor; trash and/or waste containers; parking lot and road access gates and parking lot barriers on the mainland portion of the Protected Property depicted in Exhibit B; sight pervious fencing; temporary tents and temporary stages for non-commercial events; trail improvements including rustic hand rails, gates, steps, and bog bridges; and erosion control devices; minor rustic enhancements to improve wildlife habitat; and barriers to protect fragile areas and prevent inappropriate use; none of which may be of a height, size or location that materially impedes the substantially natural view of the Protected Property from public vantage points. Notwithstanding the foregoing rights of OWNER, the following are specifically prohibited on the Protected Property: hotels and other lodgings, restaurants, residences, schools, town offices, marinas, boathouses, travel lifts, marine railways, gravel pits, solid waste disposal or transfer sites, oil storage facilities, antennae or apparatus for telecommunication or radar visible from offshore, gravel

**Comment [PJVH1]:** This is a little backwards and needs some edits in this case where MCHT is granting. Two things are usually set up for this clause when it comes up in a grant to MCHT: 1) the Owner cannot transfer the property unless such a transfer is expressly made subject to the Conservation Easement and the rights of Holder or successor to Holder; and 2) Holder's rights (MCHT's rights) cannot be transferred except to another qualified Holder under Section 476(2). If MCHT wants to restrict transfers by the Town (?? Not sure why they would but I don't know ??) then we need to add an "or else" provision to this which typically is a reverter or right of re-entry on the part of Grantor which would return the property to MCHT, but that doesn't seem to make a lot of sense here with the Conservation Easement in place - shouldn't matter much to MCHT who owns it.

pits, feed lots, commercial campgrounds, recreational courts, ATV race tracks or courses or mud runs, towers, playgrounds, paintball and other adventure courses, and playing fields.

**Comment [PJVH2]:** See also comment below in Section 6 - is overnight (non-fee) camping allowed?

**5. Soils and Surface.** OWNER shall have the right to alter the surface and subsurface only to the minimum extent necessary or appropriate to accomplish the following:

(a) to install and maintain the minor structures and improvements permitted in Section A.4. hereinabove and as necessary to maintain and replace the bridge portion of the Protected Property;

(b) to establish and maintain paved or unpaved trails, roads, viewing platforms, and parking areas on the mainland portion depicted in Exhibit B, to accommodate the intended commercial and recreational fisheries and other public low impact outdoor recreational uses of the Protected Property; provided that the hardened or paved surface area of the permitted parking area on the mainland portion of the Protected Property shall not be expanded beyond its current limits of \_\_\_\_\_ square feet approximately, as documented in the baseline document.

(c) to excavate soils and alter the natural resources generally, for scientific, ecological, and archeological study under professional supervision, after notice to HOLDER;

provided that all such surface alterations and improvements must be designed and located in a manner to minimize erosion and avoid unnecessary disturbance to wetlands and fragile natural features, and further provided that all such activities shall be conducted and completed in a manner to cause the least possible disturbance to the substantially natural view of the Protected Property from public vantage points. In all cases, the surrounding disturbed surface area shall be regraded and seeded and otherwise restored as soon as practicable after construction to a condition consistent with the surrounding natural area.

**6. Vegetation Management.** OWNER shall have the right to plant, harvest, mow and otherwise manage vegetation on the Protected Property, as necessary or appropriate to accomplish the rights permitted to OWNER at Paragraph 4, 5 and 6 herein, and to selectively cut timber, trim and prune branches and remove dead wood, blowdowns, and leaners to the extent necessary to assure the safety of persons using the Protected Property, to combat active fire, and after prior notice to Holder, to treat or prevent disease or exotic or invasive intrusion or harvest timber for use on the Protected Property. Maintenance of existing clearings and creation of additional clearings is permitted for campsites, permitted structures, gardens, and viewing areas, provided that all such vegetation management shall be conducted in a manner to leave a sufficient vegetated buffer along the shore to minimize erosion.

**Comment [PJVH3]:** These are typically not involved for daytime recreation - is camping permitted?

**7. Waste Disposal and Water Protection.**

(a) The direct discharge of treated or untreated sewage into surface waters on or about the Protected Property is strictly prohibited, and any such waste shall be disposed of in accordance with applicable laws and regulations.

(b) It is forbidden to dispose of or store unserviceable or abandoned equipment, such as appliances, boats or vehicles and parts thereof, or any other waste material on the Protected Property, except that vegetative slash and debris may be allowed to remain on the Protected Property, manure,

compost and vegetative waste may be stored and/or used on the Protected Property in accordance with applicable laws and regulations, and other waste generated by permitted uses on the Protected Property may be stored in appropriate containment for removal at reasonable intervals. The Protected Property shall not be used as a site for storage of boats or marine equipment, or other municipal equipment.

(c) The use, storage, discharge or runoff of chemical herbicides, pesticides, fungicides, and other toxic agents, including discharge of potentially toxic waste water or other toxic by-products of permitted uses, must be limited to prevent any demonstrable adverse impact on wildlife, waters and other important conservation values to be protected by this grant, unless more intensive use is approved in advance and in writing by Holder as appropriate, in its sole and exclusive discretion, to prevent or mitigate harm to the inhabitants, natural resources or permitted uses of the Protected Property.

**8. Public Outdoor Recreation and Fisheries Access.** OWNER has the right, and by acceptance of this deed accepts the obligation, to manage the Protected Property for daytime low-impact outdoor recreation by the general public and for daytime low-impact access for recreational and commercial fisheries and marine activities, and as such agrees to refrain from prohibiting, discouraging, or charging a fee for such daytime uses of the Protected Property by the general public as walking, hiking, fishing (other than any State required fishing license and fees therefor, and/or town shellfish license and fees), swimming, nature observation, and picnicking; such uses to be limited to assure the protection of the important natural resources and the high scenic quality of the Protected Property when viewed from public vantage points. All use of the Protected Property for fisheries shall at all times be and remain subject to Federal, State or local licensing, regulatory limitations, seasonal restrictions and other requirements and/or prohibitions.

OWNER and HOLDER claim the rights and protections against liability for injury to the public to the fullest extent of the law under Title 14 M.R.S. Section 159-A, et seq. as amended and successor provision thereof (The Maine Recreational Use Statute), and The Maine Tort Claims Act, and under any other applicable provision of law and equity.

#### **Section B. Affirmative Rights Reserved by HOLDER**

**1. Entry.** HOLDER reserves the right to enter the Protected Property in a reasonable manner and at any reasonable time for the purposes of monitoring the conditions and terms of this Conservation Easement, and to exercise the rights in Section B.4. hereinbelow.

**2. Enforcement.** HOLDER reserves the right to enforce this Conservation Easement at law or in equity, including the right to require restoration in the event of a breach, subject to naturally occurring and permitted changes.

**3. Assignment of Easement.** HOLDER reserves the right to assign its rights and interests under this Conservation Easement to a qualified "holder," defined at Title 33 Maine Revised Statutes Annotated Section 476(2), as amended or successor provisions thereof, that commits to carrying out the purposes of this Easement.

**4. Signage.** HOLDER reserves the right to have its role in the conservation protection of the Protected Property acknowledged in any signage that identifies OWNER as the owner of the Protected Property. OWNER will consult with HOLDER about any signage.

**Section C. General Terms and Provisions of Conservation Easement:**

1. **Interpretation.** If uncertainty should arise in the interpretation of these easements and restrictions, judgment should be made in favor of preserving the Protected Property in its substantially unaltered natural and scenic condition as a nature preserve in perpetuity.

2. **Amendment.** The perpetual conservation easement reserved herein may be amended or terminated only in accordance with Title 33 M.R.S. Section 477-A, (as amended or successor provisions thereof).

3. **Acceptance of Conservation Easement.** By execution and delivery of this deed and by creation of the Conservation Easement herein, the HOLDER agrees to accept the rights and obligations as Holder thereof, pursuant to Title 33 M.R.S. Section 476 et seq. and successor provisions. By acceptance of this deed, OWNER agrees, on behalf of itself, its successors and assigns, to be bound by the terms of this Conservation Easement.

**IN WITNESS WHEREOF**, the said Maine Coast Heritage Trust has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by William T. Glidden, Jr., its President, hereunto duly authorized, on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Signed, Sealed & Delivered  
in the presence of:

**MAINE COAST HERITAGE TRUST**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
by William T. Glidden, Jr.  
its President

STATE OF MAINE  
COUNTY OF SAGADAHOC, ss.

Date:

Then personally appeared the above-named William T. Glidden, Jr., President of Maine Coast Heritage Trust, hereunto duly authorized, and acknowledged the foregoing to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me, \_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print name  
My commission expires:

**SCHEDULE A**  
**Description of Premises Conveyed in Deed from**  
**Maine Coast Heritage Trust to Town of Wiscasset, and**  
**Description of the Protected Property**  
**subject to Conservation Easement**

A certain three parcels of land located in Wiscasset, County of Lincoln, and State of Maine, consisting of three parcels as follows:

~~A one-half (1/2)~~ All of Grantor's right, title and interest in and to a certain island situated at the south end of Pleasant Street, so-called, in the Sheepscot Bay in Wiscasset, Lincoln County, Maine, formerly known as Holbrook Island or Foote's Island and now known as White's Island, together with any interest in the upland adjacent to said island, bounded and described as follows:

On or before the twenty-third day of March, 1889, used and occupied by one Isaac T. Hobson and all the flats described in a levy on execution in favor of John K. Russell against John C. Harriman and Joseph K. Clark, dated October 7<sup>th</sup>, 1857, and recorded Page 14 of Book 214 in Lincoln County Registry of Deeds, and all the flats described in a levy on execution in favor of Philonder Coburn against said Harriman and Clark, dated October 7<sup>th</sup>, 1857, and recorded Page 18 of Book 214 in said Registry, and all privileges on said flats; also a certain piece of land and flats situate in said Wiscasset and bounded as follows to wit: BEGINNING on the southerly side of Fore Street, on the easterly line of Fort Hill Street projected; thence running westerly by said Fore Street to Pleasant Street; thence by said Pleasant Street and the bridge leading from said Pleasant Street to the island aforesaid, to said island; thence easterly by said island and by low water mark of Sheepscot Bay or River, to the easterly line of said Fort Hill Street projected; thence by said last mentioned line in the first bound.

Also conveying any right, title and interest in and to the bridges as noted above for foot and vehicular ingress and egress and for utilities.

Being and conveying all of Grantor's right, title and interest in and to the same land described in two certain deeds to Grantor herein, recorded in the Lincoln County Registry of Deeds in Book 4979, Page 310 and Book 4979, Page 312.

For further reference, see said Deed from Anne Tierney Stetson to William T. Phinney and Donna B. Phinney recorded at Book 2879, Page 203 of the Lincoln County Registry of Deeds. For further reference see said Deed from Deborah Anne Stetson to William T. Phinney and Donna B. Phinney recorded at Book 2879, Page 200 of the Lincoln County Registry of Deeds. For further reference see said Deed from Thomas B. Stetson, Trustee of the Omega Trust to William T. Phinney and Donna B. Phinney recorded at Book 2879, Page 205 of the Lincoln County Registry of Deeds.

For further reference see Divorce Judgment dated November 17, 2014 in the matter *Donna Burkhardt v. William T. Phinney, Wiscasset District Court, FM-2012,181.*

Excepting and reserving to the Grantor, the right to have a memorial stone on White's Island sandblasted with the name of William T. Phinney, on an existing stone within the premises, in accordance with a certain Divorce Decree, Lincoln County, State of Maine, Docket No. FM-2012-181.

**Comment [PJVH4]:** I doubt this right pertains to MCHT and it should likely be deleted.

**EXHIBIT B**

**Sketch Map**



12E

**Town of Wiscasset, Maine  
Policy Regarding Check Disbursement Prior  
To Expenditure Warrant Approval**

**I. Purpose**

The purpose of this policy is to allow for prompt payments of the obligations of the Town of Wiscasset by the Town Treasurer, and to allow for timely payment of bills submitted to the town, and for cash purchases by town staff prior to issuance of an expense warrant.

**II. Scope**

This policy is approved by the Board of Selectmen and applies to the Town Treasurer. It empowers the Treasurer to distribute certain funds prior to expenditure warrant approval. It is the policy of the Town of Wiscasset that all expenditures of town funds receive written approval of the Board of Selectmen pursuant to MRSA 30-A § 5603. This policy is additional to, not in lieu of, majority power. Nothing in this policy is intended to replace the authority of the full board of municipal officers, acting by majority vote, to act on any treasurer's warrant, including warrants for wages and benefits. The Treasurer shall prepare a written warrant for signature to be presented at the regular Selectmen's meeting.

**III. Permitted Disbursements Prior to Warrant Approval**

The following expenditures may be made by the Treasurer of Wiscasset upon review and approval by any member of the Board of Selectmen, prior to final approval and signature on the Expenditure Warrant by the majority of Board of Selectmen. The Chair will be designated the responsibility of assuring the review will occur in a timely manner.

A. Town Employee Payroll paid on a weekly schedule on Wednesdays, including reimbursement for expenditures, mileage less than \$500.

B. Payments to Wiscasset School Department as obligated to be paid pursuant to Wiscasset School Department approved budget.

C. Payment of state funds collected by the agent for the Bureau of Motor Vehicles, the Department of Inland Fisheries and Wildlife, State Animal Welfare Department, plumbing fees, and concealed weapon permit fees. Such funds are not considered municipal funds, though they are co-mingled with the town's checking account. The tax collector/treasurer shall verify that the proper balance is being paid.

D. Payroll Taxes.

E. Automatically deducted bank charges.

**IV. Deadline for bill submission**

To be considered for payment on the next expenditure warrant, bills for payment must be received by the Treasurer of Wiscasset at least three working days prior to the scheduled meeting of the Board of Selectmen at which an expenditure warrant signing is scheduled. The treasurer, may, at his/her discretion, present vouchers for payment after the deadline when time permits, or doing so is in the best interest of the town.

**V. Term**

This policy is effective for one year after its adoption, if not sooner amended or cancelled.

12E

**Town of Wiscasset, Maine  
Policy Regarding Check Disbursement Prior  
To Expenditure Warrant Approval**

**I. Purpose**

The purpose of this policy is to allow for prompt payments of the obligations of the Town of Wiscasset by the Town Treasurer, and to allow for timely payment of bills submitted to the town, and for cash purchases by town staff prior to issuance of an expense warrant.

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- A. Town Employee Payroll paid on a weekly schedule on Wednesdays, including reimbursement for expenditures, mileage less than \$500.
- B. Payments to ~~RSU #12~~ as obligated to be paid pursuant to the ~~RSU~~ Agreement. *WSD Approved budget*
- C. Payment of state funds collected by the agent for the Bureau of Motor Vehicles, the Department of Inland Fisheries and Wildlife, State Animal Welfare Department, plumbing fees, and concealed weapon permit fees. Such funds are not considered municipal funds, though they are co-mingled with the town's checking account. The tax collector/treasurer shall verify that the proper balance is being paid.
- D. Payroll Taxes.
- E. Automatically deducted bank charges.

**IV. Deadline for bill submission**

To be considered for payment on the next expenditure warrant, bills for payment must be received by the Treasurer of Wiscasset at least ~~two~~ <sup>three</sup> working days prior to the scheduled meeting of the Board of Selectmen at which an expenditure warrant signing is scheduled. The treasurer, may, at his discretion, *his/her* present vouchers for payment after the deadline when time permits, or doing so is in the best interest of the town.

**V. Term**

This policy is effective for one year after its adoption, if not sooner amended or cancelled.

## OPTION TO PURCHASE LAND

This OPTION TO PURCHASE is granted this \_\_\_\_\_th day of May, 2016 by the Town of Wiscasset, Maine, a body politic and corporate, with a mailing address of 51 Bath Road, Wiscasset, Maine, 04578 (hereinafter collectively the "Seller") to Central Maine Power Company, a Maine corporation with a mailing address of 83 Edison Drive, Augusta, Kennebec County, Maine 04336 (hereinafter the "Buyer").

1. **GRANT OF OPTION.** Seller hereby grants to Buyer the exclusive and irrevocable right and option until 11:59 P.M. on May 31, 2018 (hereinafter the "Initial Option Term") to purchase a portion of the Seller's land situated on the north side of the Old Ferry Road, abutting Central Maine Power Company's Transmission Line Sec 377, so-called, in the Town of Wiscasset, Lincoln County, Maine, as described in attached **EXHIBIT A** and depicted on attached **EXHIBIT A-1** (hereinafter the "Premises") for the purchase price of the Premises' Appraised Fair Market Value, as established in attached EXHIBIT B (hereinafter the "Purchase Price").

Additional Option conditions, if any, are set forth in attached **EXHIBIT B** and additional conditions, surviving closing, if any, are set forth in attached **EXHIBIT C**. All above-referenced EXHIBITS are made a part hereof (collectively the "Option Agreement" or the "Option").

2. **CONSIDERATION FOR OPTION.** The consideration for this Option is One Thousand Dollars (\$1,000.00), payable by Buyer within thirty (30) days after receipt of this agreement signed by Seller and accepted by Buyer (the "Option Consideration"). Buyer may extend the Option for another twelve (12) months by giving Seller written notice prior to expiration of the Initial Option Term of its intention to extend the Option and by paying an option extension payment One Thousand Dollars (\$1,000.00). The Option shall be deemed extended upon providing the notice and making the payment in the same manner permitted under paragraph 3 hereof with respect to the Notice of Exercise. **The consideration paid for this Option and paid for any extension hereof shall be applied toward the Purchase Price.**

3. **NOTICE OF EXERCISE.** Written notice of the exercise of this Option by Buyer shall be given to Seller by mailing (including express mail services) or delivering the same in person to Seller to the above-referenced mailing address on or before the expiration date of this Option, or any extension thereof. If notice of the exercise of this Option is given by mail, this Option shall be deemed validly and effectively exercised when such notice is deposited in the mail. Seller is hereby obligated to notify Buyer within 10 days of any mailing address changes.

4. **RESTRICTIONS DURING OPTION TERM.** During the term of this Option, any extension thereof, and prior to closing, Seller agrees not to sell, offer to sell, mortgage, encumber, transfer, dispose of, or alter; all or any portion of the Premises, including the cutting of trees by or at the direction of Seller, without prior written consent of Buyer.

5. **RIGHT TO INSPECT, SURVEY AND TEST.** After Seller's execution of this Option, Buyer, and its employees, agents, contractors, subcontractors, assigns and invitees shall have the right to go onto the Premises (including the right to cross over other property of Seller to reach the Premises) for the purpose of preparing and making all plans and studies necessary or

appropriate for or in connection with the application process for all permits from any and all governmental bodies deemed necessary or advisable by Buyer and for and in connection with Buyer's proposed use of the Premises. Such activities may include, but shall not be limited to, surveying, soil testing, water monitoring and testing and engineering studies. All such testing activities shall be reasonably conducted and shall not unreasonably waste the land. Buyer shall have the right to cut small trees and brush for surveying sight lines.

In the event Buyer does not exercise this Option within the option term or any extension thereof, or terminates this transaction as provided herein, Buyer shall remove any and all structures Buyer placed or had placed on the Premises, and shall fill in any and all excavations made. Buyer shall otherwise be permitted to maintain such structures and excavations.

Seller acknowledges that if Buyer acquires the Premises, Buyer intends to use the Premises for overhead electrical, intelligence and communication transmission lines, and/or electrical substations and related facilities. Seller hereby agrees to cooperate, facilitate and assist Buyer with Buyer's efforts to obtain permits with respect to the Premises for those purposes, including, without limitation, executing any necessary documents acknowledging Buyer's interest in the Premises as a result of this Option. Seller shall not, by action or inaction, directly or indirectly, undermine, oppose or hinder Buyer's efforts to obtain such permits. Provided, however, that nothing in this paragraph shall require Seller to make out-of-pocket expenditures.

6. **CLOSING.** In the event Buyer exercises this Option, the closing shall take place within **90 days of notice of the exercise** of this Option at a time and place convenient to the parties hereto and payment of the Purchase Price shall be made at that time. The deed(s) and all closing documents shall be prepared by a closing agent designated by Buyer to handle the closing. Except as may otherwise be provided herein, Buyer shall be responsible for all expenses and fees incurred in closing this transaction, except for Sellers' expenses for legal and consultant services (if any) arranged for and obtained by Sellers. If applicable, property taxes with respect to the Premises will be prorated as of the closing, based on the most recently available tax bill, and Buyer shall be responsible for 100% of the transfer taxes due with respect to the Premises.

7. **CONDITIONS PRECEDENT TO CLOSING.** In the event Buyer exercises this Option, Buyer's obligation to purchase the Premises shall be subject to satisfaction of the following conditions, which conditions are for the exclusive benefit of Buyer and which Buyer shall have the right to waive, singly or collectively, in its sole discretion:

- A. Seller shall convey the Premises to Buyer, or Buyer's agent, assignee or other designee, by municipal quit claim deed, free and clear of any liens, claims, encumbrances, rights-of-way, other easements, leases, reservations, covenants, restrictions and any other title defects except for utility easements of record. Buyer shall notify Seller in writing of any such defect promptly after discovery thereof. If Seller fails or refuses to cure such defect within the specified 90 calendar days, or any extension consented to by Buyer, Buyer shall have the right to (i) terminate this transaction, in which event this Option agreement shall be void and of no further force or effect and the Option Consideration shall be returned to the Buyer, (ii) waive such defect as provided herein, or (iii) undertake to cure such defect, in which event costs incurred by Buyer in undertaking such cure shall be applied as a credit to the purchase price at closing. In the event

Buyer undertakes to cure such defect, but such defect is incapable of being cured, as determined by Buyer in its sole discretion, Buyer shall have the right to terminate this transaction and such termination shall have the effect stated in clause (i) above or to waive such defect as provided herein. The closing date shall be extended 60 days if Seller undertakes to cure defects in title upon notice by Buyer plus an additional number of days equal to the number of days of any extension of the time to cure consented to by Buyer, and shall be extended a sufficient period of time to permit Buyer to cure or attempt to cure such defects if Buyer elects to undertake such cure, as provided herein. To the extent the Premises are encumbered by a mortgage or mortgages, Seller agrees to use good faith efforts to assist Buyer to obtain discharges or partial releases with respect to said mortgage or mortgages. Seller acknowledges that Seller may be obligated to pay, and agrees to pay to such mortgages, up to the full Purchase Price in order to obtain such discharges or partial releases.

- B. There are no hazardous or toxic substances, underground storage tanks, or asbestos on the Premises as these terms are defined in Federal, State or local ordinances and regulations.
- C. There are no claims, demands, liabilities or actions pending or threatened against Seller or the Premises (including, without limitation, condemnation proceedings) which constitute or might ripen into a lien or claim against the real estate or which could prevent, prohibit, delay or interfere with Buyer's proposed use of the real estate or which could deprive Buyer of any portion thereof.
- D. There are no existing violations of zoning ordinances or other laws, ordinances or restrictions applicable to the Premises.
- E. The parties agree that this Option shall not be recorded. Instead, the parties agree to execute and record in the Lincoln County Registry of Deeds, at Buyer's expense, a "Memorandum of Option" attached hereto.
- F. To the best of Seller's knowledge, the larger parcel of which the Premises is a part, is not the result of a division of land occurring during the past five years, and there has not been division of said larger parcel or the Premises, within the past five years. Seller covenants and agrees that, during the term of this Option, Seller shall not divide the larger parcel of which the Premises is a part in a manner that would require Buyer to obtain subdivision approval with respect to the Premises in order to lawfully acquire the Premises in accordance with this Option.
- G. The definition and description of the Premises presented herewith (see EXHIBITS A & A-1) are for option purposes only and are based on a current conceptual design of the Buyer's proposed transmission line corridor. Seller and Buyer hereby agree that upon completion of final engineering and prior to Closing, Buyer will prepare a final description that will definitively locate and describe the Premises, and that this final description will be used for the deed.

8. **FAILURE TO EXERCISE OPTION.** If Buyer does not exercise this Option within the period provided for herein, including any extension, then this Option shall be void and of no further force or effect, and the consideration for the Option and any extension shall be retained by Seller as full payment and settlement for the Option and extension granted by this instrument.

9. **SUCCESSORS.** This Option Agreement shall inure to the benefit of and be binding upon the heirs, administrators, executors, successors, personal representatives and assigns of the respective parties hereto.

10. **MISCELLANEOUS.**

- A. This Option Agreement shall not be modified or amended except by an Instrument in writing executed by Seller and Buyer.
- B. This Option Agreement may be executed in any number of counterparts, each of which when so executed shall be an original; but such counterparts shall constitute but one and the same instrument.
- C. The obligations of Seller under this Option Agreement shall be joint and several.
- D. This Option Agreement shall be construed and enforced in accordance with the laws of the State of Maine.
- E. All section headings in this Option Agreement are for convenience only and are of no independent legal significance.
- F. In the event either party shall default on any of its obligations herein, the non-defaulting party may seek to employ any and all available legal and equitable remedies. If either party seeks specific performance, that claim shall be brought in the Maine Superior Court. Claims for any other remedy for a default under this contract shall be decided by binding arbitration before a single arbitrator selected by the parties. In the event that the parties are unable to agree on an arbitrator within 30 days of a request for appointment of an arbitrator by one party, the party seeking arbitration may submit the arbitration demand to the American Arbitration Association ("AAA") for resolution by a single arbitrator. If court proceedings or arbitration are initiated by either party with respect to this Option, the reasonable attorney's fees of the prevailing party, and all costs of arbitration, if applicable, shall be paid by the non-prevailing party.

11. **SIGNING.** The terms and conditions of this Option Agreement are subject to the review and approval of Buyer. This Option Agreement is valid only when executed by both Seller and Buyer. This Option may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, binding on the parties. This Option Agreement shall not be valid unless executed by Seller on or before May 31, 2016.

**IN WITNESS WHEREOF**, the undersigned have executed this Option to Purchase Agreement as of this \_\_\_\_ day of May, 2016

**SELLER:** Town of Wiscasset, Maine

\_\_\_\_\_  
By: Marian L. Anderson  
Its: Duly Authorized Town Manager

State of  
County of Lincoln

The above-named Marian L. Anderson, Duly Authorized Town Manager of the Town of Wiscasset, Maine, personally appeared before me and acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of said Seller.

Before me,

Date: \_\_\_\_\_

\_\_\_\_\_  
Peggy Dwyer, Notary Public  
My commission expires: June 11, 2022

**BUYER (GRANTEE): CENTRAL MAINE POWER COMPANY**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Personally appeared the above-named \_\_\_\_\_,  
\_\_\_\_\_, in said capacity and acknowledged the foregoing  
instrument to be free act and deed and the free act and deed of CENTRAL MAINE POWER  
COMPANY.

Before me,

Date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

**EXHIBIT A**

**Town of Wiscasset, Maine to Central Maine Power Company**

Property in the Town of Wiscasset, Lincoln County, Maine, located on the north side of the Old Ferry Road, abutting Central Maine Power Company's Transmission Line Sec 377.

A parcel of land (hereinafter the "Parcel"), being a portion of the land depicted on the Town of Wiscasset Tax Map R08, as Lot 6 and a portion of the municipality's tax-acquired property described in a deed from the Maine Yankee Atomic Power Company to Ferry Road Development Co., LLC recorded in the Lincoln County Registry of Deeds in Book 3339 on Page 11.

A tax lien mortgage certificate was duly recorded in said county Registry of Deeds on July 18, 2011 in Book 4418 on Page 127. The tax lien mortgage was not paid within 18 months after the date of the filing the tax lien certificate, and said tax lien mortgage was deemed to have been foreclosed. The right of redemption expired on January 18, 2013. The parcel then became the property of the Town of Wiscasset.

The parcel is bounded on the south by the Old Ferry Road, and on the west by Central Maine Power Company's Transmission Line Corridor easements described in deeds recorded in said county Registry of Deed in Book 627, Page 279, Book 629, Page 251, Book 629, Page 252, Book 637 Page 459, and in Book 639, Page 121. The parcel is bounded on the north and east by other land of the Seller.

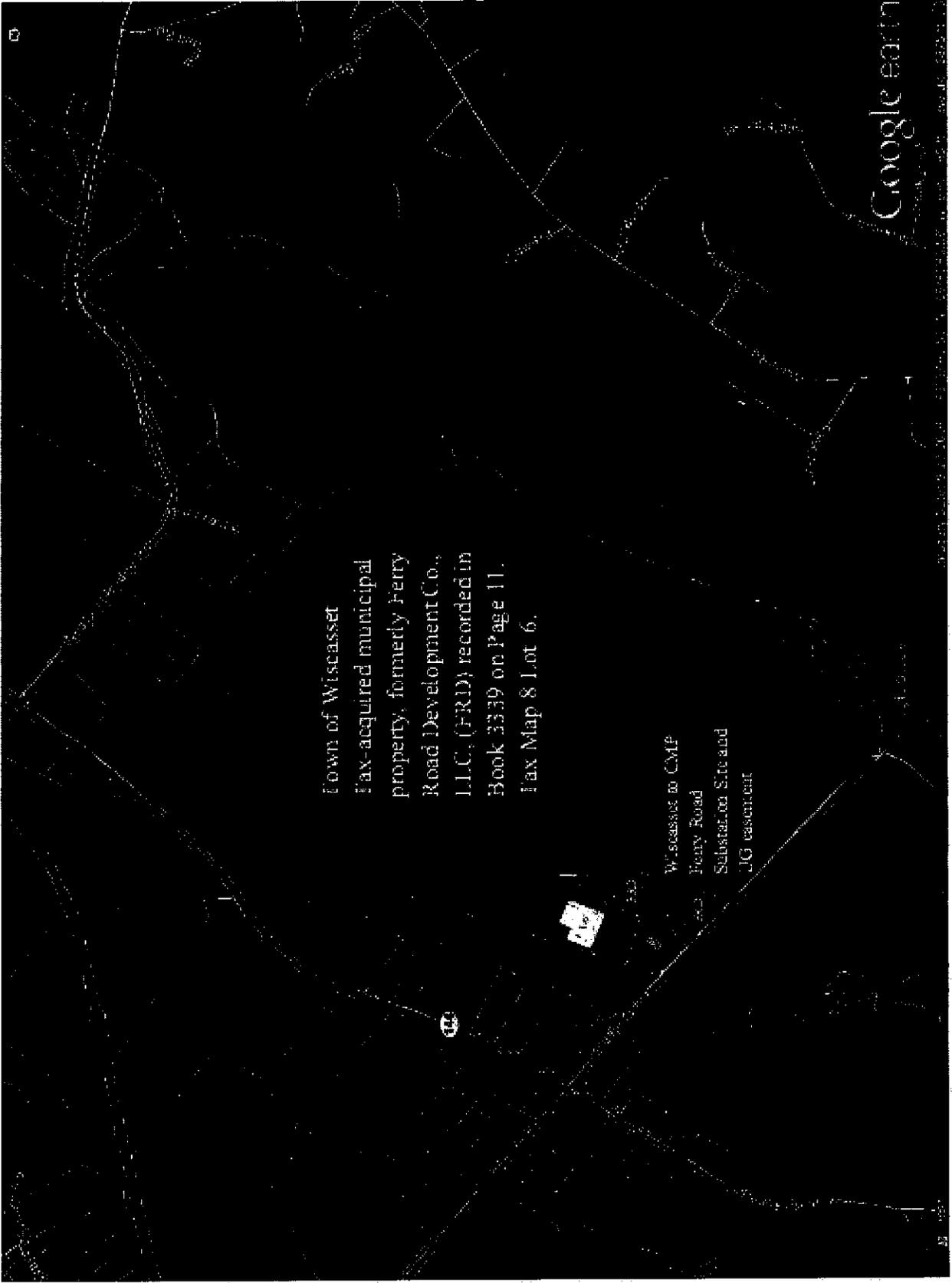
Also including an easement for underground utilities from the parcel to Back River under terms and conditions substantially as set forth in the attached "EXHIBIT D – EASEMENT"

The Parcel and underground easement are depicted on EXHIBIT A-1, attached to the Option Agreement, and retained in the Buyer's files. Parcel contains 32 acres, more or less, about 14 of which are encumbered by transmission line easements.

The description of the property presented herein is for option purposes only. Seller and Buyer agree that upon completion of due diligence and prior to Closing, Buyer will survey and prepare a final description that will definitively locate and describe the Parcel, and that this final description will be used for the deed of conveyance, provided however, that such final description shall be substantially similar to the description herein provided and depicted on Exhibit A-1.

**EXHIBIT A-1**

**Town of Wiscasset, Maine to Central Maine Power Company  
Property Location: Wiscasset, Maine, Old Ferry Road abutting TL Sec 377**



Seller's Initials \_\_\_\_\_

**EXHIBIT B**

**Town of Wiscasset, Maine to Central Maine Power Company**

The attached Option Agreement is subject to the following additional conditions:

**Establishment of Purchase Price**

Buyer and Seller agree to establish the Purchase Price at Fair Market Value by appraisal. Property shall be appraised by a licensed Maine Appraiser, selected by the Seller, to determine the Fair Market Value of the subject property, based upon relevant comparable sales. Buyer will be responsible for the cost of the Appraisal.

Buyer agrees to reimburse Seller for usual and customary legal review of option proposal, not to exceed One Thousand Dollars (\$1,000.00), upon presentation of paid invoice for same.

Buyer acknowledges that Seller in its capacity as the municipality responsible for issuing permits shall not be obligated hereby to issue or approve any permit application submitted by Buyer, all of which must fully satisfy all codes, permit requirements and conditions of approval for the Town of Raymond, Maine and will be subject to independent review by all appropriate permitting bodies.

This Option Agreement is may be executed by both Seller and Buyer, but may not be exercised without approval and/or ratification by a valid Town meeting authorization of the property transaction and disposition, if so required by law.

**EXHIBIT C**

**Town of Wiscasset, Maine to Central Maine Power Company**

The attached Option Agreement is subject to the following conditions surviving Closing:

None.

**EXHIBIT D -EASEMENT**

The undersigned \_\_\_\_\_, having a mailing address of \_\_\_\_\_ (hereinafter collectively, "Grantor") for consideration paid by **CENTRAL MAINE POWER COMPANY, INC.**, a Maine corporation with offices at 83 Edison Drive, Augusta, Maine 04336 (hereinafter the "Grantee"), the receipt of which is hereby acknowledged does hereby grant unto the said Central Maine Power Company, Inc., its successors and assigns, forever, with warranty covenants, the exclusive perpetual right and easement to bury, construct, maintain, repair, rebuild, re-space, replace, operate, patrol and remove underground energy and communications transmission and distribution lines consisting of suitable and sufficient pipes, duct-banks and conduits, with wires, cables or lines within or directly buried for the transmission of energy and intelligence, together with all necessary fixtures, anchors, and other equipment and appurtenances, and for all Utility Services defined in accordance with 33 M.R.S.A. Section 458, over, under and across land situated in the Town of Wiscasset, Lincoln County, Maine and described in deeds to \_\_\_\_\_, and recorded in said County Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_

The location of said easement is more particularly described in EXHIBIT A attached hereto and incorporated herein.

Also conveying to the Grantee the right and easement, at any time or times, to cut and remove all trees and to clear and keep clear said easement area of all trees, timber, and bushes growing on said easement area by such means as the Grantee may select. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of the Grantee.

The Grantor and its successors [or heirs] and assigns, covenants and agrees to and with the Grantee, that the Grantor will not erect or permit the erection or maintenance of any building, road, utilities or other structure of any kind or nature under or upon the above-described premises, and will not place any materials on, or permit or allow any material of any kind or nature to accumulate on or be removed from said premises if, in the reasonable opinion of the Grantee, such erection, maintenance or action would endanger or interfere with the current or the future use of said premises in its operation as a public utility.

The terms Grantor and Grantee shall include their respective heirs, administrators, successors, executors, affiliated and assigns. Grantee shall have the right to convey, lease, license, and assign to others, in whole or in part, any or all of the rights, privileges and easements herein set forth, without the need for the consent of the Grantor, or the Grantor's heirs, devisees, successors or assigns.

**UNDERGROUND EASEMENT - SAMPLE**

**MEMORANDUM OF OPTION**

1. Date of Option \_\_\_\_\_
2. Name and Address of Seller: Town of Wiscasset, Maine  
51 Bath Road, Wiscasset, Maine 04578
3. Name and Address of Buyer: Central Maine Power Company  
83 Edison Drive Augusta, Maine 04336
4. Description of Option Property: See attached Exhibit A.
5. Term of Option: The Option runs until May 31, 2018
6. Condition of Option During the term of the Option, Seller shall not sell, offer to sell, mortgage, encumber, or otherwise transfer or dispose of, or alter; the option property, including the cutting of trees by or at the direction of Seller, without prior written consent of Buyer.

**IN WITNESS WHEREOF**, the undersigned have executed this Memorandum as of this \_\_\_\_\_ day of May, 2016,

**SELLER:** Town of Wiscasset, Maine

\_\_\_\_\_  
By: Marian L. Anderson  
Its: Duly Authorized Town Manager

State of  
County of Lincoln

The above-named Marian L. Anderson, Duly Authorized Town Manager of the Town of Wiscasset, Maine, personally appeared before me and acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of said Seller.

Before me,

Date: \_\_\_\_\_

\_\_\_\_\_  
Peggy Dwyer, Notary Public  
My commission expires: June 11, 2022

**BUYER (GRANTEE): Central Maine Power Company**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Personally appeared the above-named \_\_\_\_\_,  
\_\_\_\_\_, in \_\_\_\_\_ said capacity and acknowledged the foregoing  
instrument to be free act and deed and the free act and deed of (Buyer).

Before me,

Date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

**EXHIBIT A**

**Town of Wiscasset, Maine to Central Maine Power Company**

Property in the Town of Wiscasset, Lincoln County, Maine, located on the north side of the Old Ferry Road, abutting Central Maine Power Company's Transmission Line Sec 377.

A parcel of land (hereinafter the "Parcel"), being a portion of the land depicted on the Town of Wiscasset Tax Map R08, as Lot 6 and a portion of the municipality's tax-acquired property described in a deed from the Maine Yankee Atomic Power Company to Ferry Road Development Co., LLC recorded in the Lincoln County Registry of Deeds in Book 3339 on Page 11.

A tax lien mortgage certificate was duly recorded in said county Registry of Deeds on July 18, 2011 in Book 4418 on Page 127. The tax lien mortgage was not paid within 18 months after the date of the filing the tax lien certificate, and said tax lien mortgage was deemed to have been foreclosed. The right of redemption expired on January 18, 2013. The parcel then became the property of the Town of Wiscasset.

The parcel is bounded on the south by the Old Ferry Road, and on the west by Central Maine Power Company's Transmission Line Corridor easements described in deeds recorded in said county Registry of Deed in Book 627, Page 279, Book 629, Page 251, Book 629, Page 252, Book 637 Page 459, and in Book 639, Page 121. The parcel is bounded on the north and east by other land of the Seller.

Also including an easement for underground utilities from the parcel to Back River under terms and conditions substantially as set forth in the attached "EXHIBIT D – EASEMENT

The Parcel and underground easement are depicted on EXHIBIT A-1, attached to the Option Agreement, and retained in the Buyer's files. Parcel contains 32 acres, more or less, about 14 of which are encumbered by transmission line easements.

The description of the property presented herein is for option purposes only. Seller and Buyer agree that upon completion of due diligence and prior to Closing, Buyer will survey and prepare a final description that will definitively locate and describe the Parcel, and that this final description will be used for the deed of conveyance, provided however, that such final description shall be substantially similar to the description herein provided and depicted on Exhibit A-1.

**Town of Wiscasset**  
May 2016  
Monthly Reports





# Town of Wiscasset

## AIRPORT REPORT

**To:** Marian L. Anderson, Town Manager  
**From:** Frank Costa  
**Re:** Airport Monthly Report  
**Date:** June 6, 2016

Activity at the airport picked up considerably for the month of May 2016. The reasonable weather has resulted in increased operations and subsequent fuel sales. Notable activity, events, and issues are listed below.

### 1. Fuel Sales:

Fuel sales for May 2016 totaled 3,611 gallons, slightly lower from last May 2015 which totaled 4,212 gallons. Total fuel sold for May 2016 does not include Jet-A which remains a concern. The total fuel sold for May 2016 resulted in a \$14,576.17 revenue.

The table below will indicate the fuel sold from January thru May for the years shown.

CY	Jan	Feb	Mar	Apr	May
2008	622	625	412	982	1,201
2009	583	384	916	1,120	2,129
2010	908	598	1,427	1,745	3,317
2011	1,466	587	1,390	1,346	1,981
2012	910	814	1,369	1,523	3,012
2013	1,073	907	2,104	2,424	2,844
2014	1,056	1,095	1,155	2,453	3,090
2015	1,220	524	903	1,854	4,213
2016	1,063	848	1,390	2,428	3,611
<b>AVG</b>	<b>989</b>	<b>709</b>	<b>1,230</b>	<b>1,764</b>	<b>2,822</b>

### 2. Airport Budget:

As of May 31, 2016, the Fiscal Airport Budget of \$283,175.00 had an unexpended amount of \$79,517.33 with 30 days left for the Fiscal Year.

An Avgas fuel load of 100LL will be accepted from Phillips 66 during the second week of June 2016 which will affect the unexpended amount.

### 3. Jet-A Fuel Delivery:

The Jet-A fuel tank reached the 6-month limit when it required refreshment of new fuel into the tank, for this reason a 500-gallon delivery was received for that purpose.



# Town of Wiscasset

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## CODE ENFORCEMENT REPORT

**To:** Marian L. Anderson, Town Manager  
**From:** Stan Waltz, Code Enforcement Officer  
**Re:** Monthly Report  
**Date:** June 6, 2016

Construction activity has picked up in the last month, more so than any time since I've been here in Wiscasset.

The following numbers show a large increase in construction activity this spring.

<b>2015 Permits Jan. thru May</b>				
Plumbing	Building	Signs	Home occupancies	Temporary business
7	16	7	2	2

<b>2016 Permits Jan. thru May</b>				
Plumbing	Building	Signs	Home occupancies	Temporary business
17	27	7	2	2

The totals for signs, home occupancies and temporary business permits equal the same to date this year as of all of last year.

May has been very busy. I have been involved in correspondence with many different businesses, including Town property. I have written letters to a couple of renters at the airport concerning storing tree length fire wood on airport property asking them to remove it before the end of May. We are working with Dan Delano to clean up his property; he will be applying for a home business shortly.

I have been involved with a home owner keeping large farm animals in her garage in a subdivision.

Checked on property at 98 Old Stage Rd. there is too dangerous and dilapidated buildings there. One is a mobile home with trees growing up through it and the other building is a house with a roof that is fallen in.



# Town of Wiscasset

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## EMS/EMA REPORT

**To:** Marian L. Anderson, Town Manager

**From:** Toby Martin, EMS/EMA Director

**Re:** Monthly Report

**Date:**

May Report:

### 1. Run Volume for May

#### *Runs by City*

City	# of Runs	% of Runs
Alna	2	2.15%
BRUNSWICK	1	1.08%
Edgecomb	12	12.90%
Westport (Town of)	2	2.15%
Wiscasset	76	81.72%
Unknown	0	0.00%
<b>Total</b>	<b>93</b>	<b>100%</b>

#### Updates:

1. Staffing- Interviews conducted on June 6 & 13 7 providers interviewed- Hired 2 Paramedics
2. EMS Subscription- Getting quotes for printing
3. Moving forward with RFP for construction
4. 40<sup>th</sup> Anniversary - 4<sup>th</sup> of July Parade
5. Capital Improvement- Filling out Capital improvement request and updating to a 5-year plan
6. Grant to Stephen King Submitted- 3 months for reply
7. 3 Calls given to Mutual Aide for the month of May

Respectfully Submitted,  
Toby Martin- EMS Director



# Town of Wiscasset

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## PLANNING DEPARTMENT REPORT

**To:** Marian L. Anderson, Town Manager  
**From:** Benjamin Averill, Town Planner  
**Re:** May Monthly Report  
**Date:** June 10, 2016

### **Community Planning and Economic Development:**

The month of May seemed to fly by quickly as there were many things happening throughout town during the month. The proposed work by MDOT along Main Street seemed to be a recurring topic during the month of May. I attended several informational meetings that were held with the MDOT including a meeting with the Historical Preservation Commission as well as the public open house and informational meeting. I had the opportunity to engage with business owners and residents in the Village area of town to discuss the proposed plans. During the course of the month I had the chance to hear from residents and business owners who supported each proposed option (Option 1, Option 2, and Option 3) for the work on Main Street. I also accompanied a MDOT staff member on informational meetings with many of the business owners in the village area to hear concerns regarding the town's role in the proposed MDOT plans including the maintenance of any street scape improvements or the role of the town in snow removal and upkeep of roads and sidewalks.

During the week of May 23-May 27 a Phase II study of Mason Station was completed to determine the impacts past land use have had on the parcels located along the Birch Point Peninsula. The study is being funded from a brownfields grant administered by the Lincoln County Regional Planning Commission and will conclude within the next month. The study will be completed and presented later in the summer.

I had the opportunity to meet with the Historical Commission and Waterfront Committee. The Historic Commission held two meetings during the month of May. One meeting was a presentation from MDOT regarding the proposed options for the changes to Main Street. The second meeting focused on the MDOT plans as well as the possibility of becoming a Certified Local Government and the steps necessary to become one. The Waterfront Committee met to discuss several events coming up along the waterfront including a Kayak Regatta on July 2<sup>nd</sup> and the Rock Lobster Relay on June 25<sup>th</sup>. I also was able to attend meetings sponsored by the Chamber of Commerce to help plan their volunteer efforts for the upcoming Kayak Regatta as well as the annual art walks.

I was able to attend the annual Maine Association of Planners annual conference on May 20<sup>th</sup>. The conference provided me with several opportunities to brush up on my planning skills. I attended workshops focused on crafting a successful master plan. I also had the opportunity to meet with planning professionals from across the state including one of our former planners Misty Parker.



# Town of Wiscasset

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## **Ordinance Review Committee:**

The Ordinance Review Committee (ORC) met on May 23<sup>rd</sup>. The ORC revised portions of the shellfish ordinance to ensure that the ordinance was compliant with DMR regulations. The ORC is working to update the shoreland zoning ordinance to bring it in compliance with the mandated changes from the state DEP and work will continue on that process.

## **Planning Board:**

The Planning Board met on May 9<sup>th</sup> to discuss the addition of a firewood business to his existing landscaping business. After brief discussion the planning board voted to approve the addition and allow the change of use 9-0-0.

APPLICANT: Kevin Steele Jr for Steele Landscaping

PROPOSAL: Addition of firewood business to landscaping business.

REQUEST: Site Plan Review, Projects Less than 2,500 Square Feet

LOCATION: 650 Gardiner Road, R03, Lot 43



# Town of Wiscasset

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## Wiscasset Police Department

To: Marian L. Anderson, Town Manager  
From: Jeffrey Lange, Wiscasset Police Chief  
RE: May Monthly Report  
Date: June 10, 2016

### **Significant Events and Issues**

- 1- Cruiser update- The A frame of the Drivers side had to be replaced and was not repairable. This means that the cruiser will add a small amount of time back to getting the cruiser back on line. Estimate back on line is late next week, but won't be able to get decaled until the 23<sup>rd</sup> of June due to the paint needing time to cure.
- 2- The PD was able to acquire a free large Post Office Mail Box- We are in the process of getting this sandblasted and painted. This will be utilized as a drug-take back depository for old prescriptions/ medications from citizens of Wiscasset that the PD will take on a daily basis.
- 3- Fatal crash update- The investigation is still on-going.
- 4- Chief Lange is now working on reviewing all SOPs and will be revising these over the next few months. Some are outdated and will be in-line with the new official department forms that are being developed.
- 5- Two Reserves officers have showed interest in working a fulltime open shift /position. These two reserve officers will primarily work on the weekends and Chief Lange will look at the budget and submit a change of rate of pay for these 2 reserve officers.
- 6- Chief Lange announced that the Wiscasset Police Department will now offer to the citizens of Wiscasset, the Internet Purchase Exchange Location. This will allow individuals in town to come to the PD to meet up with a potential buyer/seller to feel more secure in the transaction.

### **Issues-**

The police department is in disparate need of computer upgrades. The current computers are from 2009 and are having issues. It should be noted there is no server for the PD. Chief Lange is getting quotes from a couple of vendors on how much an upgrade will cost.



# Town of Wiscasset

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## PUBLIC WORKS DEPARTMENT

**To:** Marian L. Anderson, Town Manager  
**From:** Doug Fowler, Public Works Director  
**Re:** May Monthly Report  
**Date:** June 13, 2016

### **Operations:**

Through the month of May, on top of our daily operations of grass cutting and downtown maintenance, we continued our concentration of roadside ditching on Young's Point Road in anticipation of paving. In addition, we worked for part of a day installing a culvert to alieve a drainage issue in an area between the High School and the Community Center, just in time for a cross-country race hosted by the Center. We also replaced a failing culvert at a residence on Beechnuthill Road, re-set a residential culvert on Clarks Point Road and ditched the area uphill and down from this driveway. We also graded Dickinson Road and the gravel end of Langdon Road.

I also met with a couple of paving contractors to discuss options for the Young's Point neighborhood. End result being that continuing with a Chip-Seal application will be the wisest use of this year's paving budget. My plan is to have the entire length of roads Ready Point, Young's Point, Hemlock and Howard Lane to have a full width "drag-shim" then covered with the chip-seal application. In addition, we will continue this process down Old Ferry Road as far as Twin Rivers Drive, and from there we will continue just the Chip-Seal application to the landing. With anticipated remaining funds, I plan to pave the driveways to the Ambulance and Fire Department bays and the parking area between.

Crosswalks, as well as 30+ parking stalls on Main Street, were also painted this month in time for the Holiday. The "Prettiest Village" sign was also completed and installed. The "canvas" of the new sign is aluminum which will be much more maintenance friendly for many years to come. The entire sign was also raised 6" for clearance above the petunias.

### **Financials**

At 91.67% of the budget year, we have spent 84.85% overall. We should be good through the end.

To conclude, all is well within the Department.

At your service,  
Doug



# Town of Wiscasset

## TRANSFER STATION

**To:** Marian L. Anderson, Town Manager  
**From:** Ron Lear, Transfer Station Superintendent  
**Re:** Monthly Report  
**Date:**

Below are the materials processed thru our facility during the month.

Type of Material	Tons	Cost/Ton
Municipal Solid Waste (Trash)	138.73	-\$59
Demo	42.88	-\$63
Single Stream	24.70	-\$5
Metal	16.61	+\$130
Computers	0 lbs.	+\$15/lbs
Brush/Lumber	45	-\$35
Organics for Compost	1500 lbs.	0
Mixed Copper/Alum/Lead	0 lbs.	+\$45/lbs.
Shingles	16.95	-\$15
Sheetrock	0	-\$0
Cardboard	21.58	+\$90

We also recycled 19 bales of cardboard.

Below are the details of our revenue collections for the month.

Types	Revenues:
User Fees	\$4016.10
MRC Dividend	\$7127.23
Metal (Light iron, batteries, mixed copper)	\$ 0
Cardboard	\$ 0
Computers	\$ 0

### Operations:

On the 3<sup>rd</sup> Bob and I attended the MRRA Conference in Rockland. PERC went on bypass due to Trommel issues from the 10<sup>th</sup> – 24<sup>th</sup>. While on bypass we have to haul the trash to the Juniper Ridge Landfill which is an extra 50 miles per trip. 12<sup>th</sup> we shipped 38 bales of cardboard. We started giving out Town Reports on the 18<sup>th</sup> and had given out 5 boxes by the 28<sup>th</sup>. Metal prices are up from \$100 a ton to \$130 a ton this month.

### Expenses & Revenues:

Expenses are at 90.72% and the Revenues are at 91%



# Town of Wiscasset

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## TOWN TREASURER/HUMAN RESOURCES REPORT

**To:** Marian L. Anderson, Town Manager  
**From:** Shari Fredette, Town Treasurer/Human Resources  
**Re:** May Monthly Report  
**Date:** June 9, 2016

### **Finances:**

In the month of May the town collected a total of \$254,972.91 in Real estate taxes and \$356.83 in personal property taxes.

We transferred the remaining TAN balance on May 25<sup>th</sup> for Cash Flow in the amount of \$372,464.88.

### **Credit card:**

Receipts for May were \$47,552.20

The Finance Department as of May 31<sup>st</sup> has spent percent 88.12 % of its budget; we are 91.67% through our current fiscal year. YTD Finance has **underspent** by 3.55%.

### **School Expenses:**

The Town of Wiscasset processed checks for \$429,178.00 The School Revenue was \$589,870.92 and was comprised of The State Subsidy, Lunch Subsidies, School lunch, Local Entitlement, Tuition, Title IA and Bus Repairs and Misc. The Total School Revenue including the Town Transfers was \$1,019,048.92. The Total School Expense for May was \$702,183.72.

### **Training:**

Ellin and Shari attended training on MMEHT billing and enrollment May 18<sup>th</sup> from 9:00 a.m. to 11:00 a.m. in Augusta. The training was free of charge and covered the following subjects:

- Who is eligible for coverage?
- How to enroll new employees and when does coverage begin.
- What to do about changes in employee salaries.
- How and when to terminate benefits.
- How to reconcile the monthly Health Trust bill.
- Annual Open Enrollment options

### **Human Resources:**

The Town had one work related injury report to MMA Risk Management in May. Quarterly drug and alcohol testing was completed for the second quarter. The Town added seven new employees in May, three EMS, three WCC, and one Police Department. The MainePers Retirement "Monthly Report" with a due date of May 15<sup>th</sup> was electronically submitted for the month of April.

Please contact Shari Fredette @ 207-882-8200 Ext. 107 or [treasurer@wiscasset.org](mailto:treasurer@wiscasset.org) if you have any questions.



# Town of Wiscasset

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## WASTE WATER TREATMENT PLANT

**To:** Marian L. Anderson, Town Manager  
**From:** William Rines, Waste Water Treatment Plant Superintendent  
**Re:** May Monthly Report  
**Date:** June 13, 2013

For the month of May average flows were 217,000 gallons per day putting us at 35 % of our licensed flow. We recorded 1.7 inches of rain for the month. Our licensed flow is 620,000 gallons per day.

### **Operations:**

Our new employee, Troy Gamrat, has been on plant operations and the pump stations. I believe he will be a good fit for us he is mechanically inclined and has a good head on his shoulders. We plan to start line cleaning soon and get on a regular schedule of a few miles of line each year on a rotating basis. The plant is running well and the pump station upgrades have helped lower our electric bills and call outs.

### **Training:**

Getting our required trainings done and signing off on the yearly trainings

### **Financials:**

We received \$31,256.07 in user fees for the month and are at 89% of the anticipated revenues for the year. Expenses are at 79% we are 91% into the year.

## RULES OF ORDER AND PROCEDURE FOR

### WISCASSET BOARD OF SELECTMEN

#### **BOARD MEETINGS**

1. **Regular Board Meetings**: The Board shall meet in regular session in the Selectmen's chambers at the Town Offices located at the intersection of US Route 1 and Route 27 at 6:00 p.m. on Tuesday or any other location and time which has been designated with the requisite advance notice to be determined by the Board. From time to time, the Selectmen may conduct meetings or workshops as is deemed necessary.

2. **Board Meeting Agenda**: All reports, communications, resolutions, documents or other matter to be submitted to the Board shall be delivered to the Town Manager's office by the end of business on the Wednesday before the regular meeting if they are to be considered for placement on the agenda for that meeting. The Town Manager will draft the agenda and obtain the Chairman's approval before distribution. Matters which are not on the agenda may be brought before the Board only when the Board votes to suspend the rules of procedure and add that matter to the agenda. Agenda items should state clearly the scope and intent of the action to be taken. The agenda will be delivered to the Board and posted by the Town Manager by the end of business on the Thursday before the next regularly scheduled Board meeting.

3. **Special Meetings**: Special meetings may be called by the Chair of the Board, by the Vice Chair in the absence, or by a majority of the Board after having attempted to contact all members of the Board. The Town Manager will draft the agenda and obtain the Chairman's approval before distribution. Notice of these meetings stating the date, the hour, and the purpose shall be served to the Board members, if possible, at least 24 hours before the specified meeting time and be noticed at all appropriate news media.

4. **Adjourned Sessions**: Any session of the Board may be continued or adjourned from day to day, or for more than one day, but no adjournment shall be extended beyond

the next regular meeting. Notice of adjournment and continuation of the regular meeting will be posted and given to the media.

**5. Executive Session:** An executive session may be called only by a majority vote of the Board. No orders, rules, resolutions, regulations, contracts, appointments, or other official action shall be finally approved at an executive session. All matters discussed during executive session shall be held in strictest confidence by the Selectmen and shall not be discussed with or divulged to any person other than a fellow Selectman or persons in attendance at the executive session. Any violation of this confidentiality requirement shall be deemed to be malfeasance of office.

An executive session shall comply with the requirements of M.R.S.A., Sec. 401, et seq. and shall not be used to defeat the purpose of 1 M.R.S.A, Sec. 401 which reads as follows: "The Legislature finds and declares that public proceedings exist to aid in the conduct of the people's business. It is the intent of the Legislature that their actions be taken openly and that their deliberations be conducted openly."

### **PRESIDING INSTRUCTIONS**

**6. Chair:** The Chair of the Board, or if absent, the Vice Chair, shall take the chair at the hour appointed for the Board to meet and shall call the members to order as the presiding officer. The roll shall be called by the presiding officer. The recording secretary shall enter in the minutes of the meetings the names of the members present.

**7. Vice Chair:** The Vice Chair shall serve as Chair during the absence or disability of the Chair and, in case of vacancy in the position of the Chair, pending the election of a successor.

**8. Board Privileges:** The presiding officer may move, second, declare by unanimous consent, and debate from the chair, subject only to such limitations of debate as are by these rules imposed on all members, and shall not be deprived of any rights or privileges of a Selectman by virtue of acting as the presiding officer.

Adopted: 6/15/2004  
Revised: 8/24/2004  
Revised: 10/12/2004  
Revised: 07/01/2014  
Revised: 09/16/2014  
Revised: 06/16/2016

9. **Recording Secretary**: The recording secretary shall be responsible for the taking and transcribing of official board minutes.

10. **Temporary Chair**: In case of the absence of the Chair and Vice Chair, the Town Manager shall call the Board to order and call the roll of the members. If a quorum is found to be present, the Board shall proceed to elect, by a majority vote of those present, a chair of the meeting to act until the Chair or Vice Chair appears.

11. **Decorum and Order**: The presiding officer shall preserve decorum and decide all questions of order and procedure, subject to appeal to the Board.

Selectmen during Board meetings shall preserve order and decorum and shall neither by conversation or otherwise delay or interrupt the proceedings nor refuse to obey the order of the presiding officer or the rules of the Board. Every Board member desiring to speak shall address the chair by raising his or her hand and upon recognition by the presiding officer, shall confine comments to the questions under debate and shall avoid all personalities and inflammatory language. A Board member once recognized shall not be interrupted while speaking unless called to order by the presiding officer, unless a point of order is raised by another member or unless the speaker chooses to yield to questions from another member. If a Board member is called to order while speaking, the Board member shall cease speaking immediately until the question of order is determined.

If ruled to be in order, the speaker shall be permitted to proceed. If ruled to be not in order, the speaker shall remain silent or shall alter remarks so as to comply with rules of the Board. All members of the Board shall accord the utmost courtesy with each other, to Town Employees and to the public appearing before the Board and shall refrain at all times from any rude and derogatory remarks, reflections, or abusive comments. Board members shall confine questions as to the particular matters before the assembly and in debate shall confine remarks to the issues before the Board.

Public members attending Board meetings also shall observe the same rules of propriety, decorum, and good conduct applicable to the members of the Board and Town staff.

Members of the Board and/or public will be asked to comply with decisions of the presiding officer and the rules of the Board. Should a member of the Board or public continue to violate, or not adhere to, a decision of the presiding officer or rules of the Board, the Chair may call a recess of the meeting, the length of the recess to be determined by the Chair, and reconvene later to finish conducting the business of the Board. Should the member of the Board or public continue to violate or not adhere to a decision of the presiding officer or rules of the Board, the Chair may unilaterally adjourn the meeting until a later date.

Should behavior by any member of the Board or public elevate to a level of disorderly conduct, the Board may request the Town manager or other designee to contact a law enforcement official to intervene.

If the presiding officer fails to act, any member may move to require the enforcement of the rules and the affirmative vote of a majority of the Board shall require the presiding officer to act.

Members of the administrative staff and employees of the Town shall observe the same rules of procedure and decorum applicable to members of the Board. While the presiding officer shall have the authority to preserve decorum in meetings as far as staff members and Town employees are concerned, the Town Manager also shall be responsible for the orderly conduct and decorum of all Town employees. Any staff member or employee desiring to address the Board shall be recognized by the Chair, shall state name and job title for the record, and shall limit remarks to the matter under discussion. All remarks and questions addressed to the Board shall be addressed to the Board as a whole and not to any member thereof. No staff member other than the person with the floor shall

enter into any discussion either directly or indirectly without the permission of the presiding officer.

Aggravated cases of misconduct shall be prosecuted on appropriate complaint signed by the presiding officer. In case the presiding officer should fail to act, any member of the Board may move to require the Chair to act to enforce the rules, and the affirmative vote of the majority of the Board shall require the presiding officer to act.

Any public member desiring to address the Board shall be recognized by the Chair, shall approach the lectern, state name and address for the record, and shall limit remarks to the question under discussion. All remarks and questions addressed to the administration of the Town shall be addressed to the Town Manager or the Board of Selectmen through the Chair and not to any municipal Town employee. No person other than members of the Board and the person having the floor shall enter into any discussion either directly or through a member of the Board without the permission of the presiding officer.

**12. Quorum:** A majority of the Board constitutes a quorum. If less than a quorum convenes at any meeting, the majority of those present may send for any or all of those members absent. If a quorum cannot be obtained, the meeting may be adjourned as provided by Rule 4. The Board may opt to continue in workshop session as a Committee of the Whole.

## **OFFICERS AND EMPLOYEES**

**13. Election of Officers:** At its first regular meeting following the annual election, the Board shall elect one of its members as Chair and another as Vice Chair by majority vote. The Chair or Vice Chair may be removed from such position and a successor may be elected by a majority vote of the Board at a meeting called for such purpose. The call of a meeting for removal or election of a successor shall require the concurrence of at least three (3) members of the Board, and the removal or election meeting shall be scheduled at a reasonable time and with reasonable notice to all Board members.

Adopted: 6/15/2004  
Revised: 8/24/2004  
Revised: 10/12/2004  
Revised: 07/01/2014  
Revised: 09/16/2014  
Revised: 06/16/2016

**14. Town Manager:** Unless excused, the Town Manager shall attend all meetings of the Board, except when the Town Manager removal is being considered. The Town Manager shall keep the Board fully advised monthly as to the financial condition and needs of the Town. The Town Manager may make recommendations to the Board and may take part in discussions on all matters concerning the welfare of the Town but may not vote.

**15. Town Clerk:** The Town Clerk is the ex-officio clerk of the Board. The Clerk shall keep a minute book in which shall be recorded in chronological order the minutes of all proceedings of the Board.

**16. Town Attorney:** The Board or any Board member, Chair of the Board, or Town Manager may at any time call upon the Town Attorney for an oral or written opinion to decide any question of law. Further, the attorney may be asked to state an opinion upon any rules of parliamentary procedure, which opinion shall not be binding upon the Board. All legal correspondence to an individual Board member shall be given to all Board members.

**17. Officers and Employees to Attend:** The head of any department, committee chair or municipal official, when requested by the Town Manager or Board Chair, shall attend any regular, adjourned, or special meeting and confer with the Board on matters relating to the Town. Any employee, when requested by the Town Manager, shall attend any regular, adjourned, or special meeting and confer with the Board on matters relating to the Town. The Board designates the third Tuesday of each month for regular reports from selected department heads or committee chairs to be determined by the Town Manager.

### **DUTIES AND PRIVILEGES OF MEMBERS**

**18. Right of Appeal:** A ruling of the presiding officer may be appealed by any Board member. If the appeal is seconded, the member making the appeal may briefly state the reason for it, and the presiding officer may briefly explain the ruling. There shall be no

Adopted: 6/15/2004  
Revised: 8/24/2004  
Revised: 10/12/2004  
Revised: 07/01/2014  
Revised: 09/16/2014  
Revised: 06/16/2016

debate on the appeal, and no other member shall participate in the discussion. The presiding officer shall then put the question "shall the decision of the chair be sustained" to the vote. If a majority of the members present vote yes, the ruling of the chair is sustained, otherwise it is overruled.

**19. Voting:** Every Board member present when a question is put to vote shall vote either "yes", "no" or "abstain" by a show of hands. An abstention shall not count as a vote for purposes of determining the total votes cast. Where a majority is required, it shall not mean a majority of those present and voting, but at least three (3) votes in favor. Board members are encouraged to vote either "yes" or "no" or, in the case of abstention, the member is encouraged to identify the intent and reason for the abstention before the vote.

**20. Dissent and Protest:** Any board member shall have the right to express dissent from or protest against any action of the Board and have the reason therefor entered into the minutes. Such dissent or protest must be filed in writing and presented to the Board no later than the next regular meeting following the date of passage of the objected action.

**21. Excusal from Attendance:** Board members are urged to attend all meetings, workshops, hearings and other functions of the Board. Members shall notify the Town Manager when not able to attend a scheduled meeting or event.

**22. Appointments to Town Boards, Committees and Commissions:** Appointments to Town Boards, Committees and Commissions shall be made in accordance with State Statutes and the following guidelines. Candidates, after completing an application, may be interviewed by the Board in public session before being considered for appointment. The Board may waive the interview process requirement for reappointments and for individuals serving on standing committees, Town boards and commissions.

**23. Public Comment on Non-agenda Items:** 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.

## **BOARD PROCEDURE**

**24. Order of Business:** The business of all regular meetings of the Board shall be transacted in the following order, unless the Board changes the order:

1. Pledge of Allegiance
2. Approval of Treasurer's Warrant
3. Approval of Minutes
4. Special Presentations or Awards, if any
5. Committee appointments
6. Public Hearings
7. Public Comment
8. Department head or committee chair report
9. Unfinished business
10. New Business
11. Town Manager's report
12. Other Board business
13. Adjournment

**25. Discussion of Agenda Items:** As each item on the agenda for any meeting is brought to the floor for discussion, the sponsor of each item or, if there is no Selectman sponsor, the Town Manager shall first be allowed to present initial comments for consideration by the public and other Selectmen. Following introduction of this issue, there will be time devoted to any questions by Board members of the sponsor or the Town Manager regarding the agenda item to clarify the questions presented by the agenda item. The Chair shall allow questions only during this time, and no debate or discussion of collateral issues shall be permitted. Once the agenda item has been explained by its sponsor or the Town Manager and clarified by any questioning as provided above, there will be time devoted for any resident, taxpayer or authorized

representative of an organization, resident or taxpayer of the Town of Wiscasset to address the Selectmen regarding this particular agenda item. Once members of the public have asked questions or made comment, the Chair may then entertain a motion by a member of the Board. The motion must be seconded before debate can begin. At the Chair's discretion, additional questions or comments may be entertained by members of the public when the Chair deems it to be appropriate. At any time, any member of the Board can move the question. The motion is non-debatable and must garner a second. If seconded, the first vote is to move the question. If the motion passes, members of the Board then vote on the motion. If the motion fails, debate continues. All amendments and subsequent motions will follow Roberts Rules of Order.

**26. Limiting Repetition of Comments, Pertinence, Time Limits and Decorum:** If, during time of public comment, a person seeks merely to reinforce a point made by another speaker, his or her remarks should simply note concurrence with the specific point without elaboration.

Any comment by the public shall be limited to the expression of opinions or concerns regarding the agenda item or direct questions pertaining to any factual question presented by the agenda item. All such questions shall be directed through the Chair. In no instance shall debate of an agenda item be allowed between members of the public and the Selectmen. No public comment shall be allowed which has the effect of embarrassing or attacking the character of any individual or Selectman, and this rule shall be liberally construed and strictly enforced.

**27. Procedure of Motions:** When a question is before the Board, no motion shall be entertained except: (a) to adjourn, (b) to recess, (c) to table, (d) for the previous question, (e) to refer, (f) to amend and (g) to postpone indefinitely. These motions shall have precedence in the order indicated. Any such motion, except a motion to amend, shall be put to a vote without debate.

**28. Motion to be stated by the Chair - Withdrawal of Motion:** A motion shall be restated by the Chair before the vote is taken. A motion may not be withdrawn by the mover without the consent of the member seconding it.

**29. Motions out of Agenda Order:** The Board may at any time permit a member to introduce a scheduled matter or motion out of the regular agenda order.

**30. Motion to Adjourn - When Not in Order-Not Debatable:** A motion to adjourn is in order at any time except as follows: (a) when repeated without intervening business or discussion; (b) when made as an interruption of a member while speaking; (c) when the previous question has been ordered; and (d) while a vote is being taken. A motion to adjourn is debatable only as to the time to which the meeting is to be adjourned.

**31. Motion to Table:** A motion to table precludes all amendments or debate of the subject under consideration. If the motion prevails, consideration of the subject at the same session may be resumed only upon the affirmative vote of one vote more than a simple majority.

**32. The Previous Question:** When the previous question is moved and seconded there shall be no further amendment or debate; but pending amendments shall be put in their order before the main question. If a motion for the previous question fails, the main question and any pending amendments remain open for debate.

**33. Amend an Amendment:** A motion to amend an amendment is in order but one to amend an amendment to an amendment may not be introduced. An amendment modifying the intention of a motion is in order, but an amendment relating to a different matter is not in order.

**34. Motion to Postpone:** All motions to postpone, except a motion to postpone indefinitely, may be amended as to time. If a motion to postpone indefinitely is carried, the principal question shall be declared lost.

**35. Procedure in the Absence of Rule:** In the absence of a rule to govern a point or procedure, it shall be determined by the Board.

### **MISCELLANEOUS**

Adopted: 6/15/2004  
Revised: 8/24/2004  
Revised: 10/12/2004  
Revised: 07/01/2014  
Revised: 09/16/2014  
Revised: 06/16/2016

36. **Meeting Length**: All Selectmen meetings, workshops or executive sessions shall, except in extraordinary circumstances, adjourn at or before 10:00 p.m.

37. **Communications**: Individual Board members shall share with all Board members any written correspondence that is Town-related and not personal in nature.

38. **Anonymous Communications**: Unsigned communications may not be introduced in a Board meeting.

39. **Tie Vote**: In case of a tie in votes on any proposal before the Board, the proposal shall be declared lost.

40. **Suspension of Rules**: Any provision of these rules not otherwise governed may be temporarily suspended at any meeting of the Board by majority vote. The vote of the suspension shall be taken and recorded in the minutes.

41. **To amend Rules**: These rules may be amended or new rules adopted by a majority vote of the Board. An amendment must be submitted in writing at a preceding meeting and shall be placed on the next agenda under the order of new business.

**42. Board of Selectmen to act as a body; administrative service to be performed through town manager; committees**: It is the intention of this subchapter that the board of selectmen as a body shall exercise all administrative and executive powers of the town except as provided in this subchapter. The board of selectmen shall deal with the administrative services solely through the town manager and shall not give orders to any subordinates of the manager, either publicly or privately. This section does not prevent the board of selectmen from appointing committees or commissions of its own members or of citizens to conduct investigations into the conduct of any official or department, or any matter relating to the welfare of the town.