

WISCASSET BOARD OF SELECTMEN,
BOARD OF ASSESSORS AND OVERSEERS OF THE POOR
JULY 12, 2016

Preliminary Minutes

Tape recorded minutes

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

Chair Judy Colby called the meeting to order at 6 p.m.

1. Pledge of Allegiance

Changes to the agenda:

9A, CMP option has been sent to the board's attorney for a legal opinion, paid for by CMP, and will be on the July 26 agenda.

9B, Quitclaim deed postponed to the July 26 when a representative of Maine Coast Heritage Trust can be present.

10F, G and I were postponed because the bid process had not been followed; bids had been mailed to department heads, not to the Town Manager.

12, Executive Session with counsel was postponed to July 26.

2. Approval of Treasurer's Warrants

Judy Flanagan moved to approve the payroll warrants of June 24, 2016, July 1, 2016 and July 8, 2016. Vote 5-0-0. David Cherry moved to approve the accounts payable warrants of June 30, 2016 and July 12, 2016. Vote 5-0-0.

3. Approval of Minutes

Judy Flanagan moved to approve the minutes of June 16, 2016. Vote 5-0-0. David Cherry moved to approve the minutes of June 20, 2016 as amended. Vote 5-0-0.

4. Special Presentations or Awards – none

5. Committee appointments

Jeff Slack was appointed to the Investment Committee.

6. Public Hearings – none

7. Public Comment

Ed Polewarczyk cautioned the board about the signing the quit claim deed for White's Island, as there may be a conservation easement which could prevent public use.

8. Department head or committee chair

A. Wastewater Treatment Plant – Resignation of Troy Gamrat: Ray Bellefleur has been hired to replace Gamrat and Bellefleur’s position in the Highway Department will be advertised.

B. Wiscasset Police Department- Chief Jeffrey Lange and the board discussed the bid policy requiring sealed bids to be sent to the Town Manager and the opening of bids for a new cruiser being removed from the agenda, as the bids had been emailed to the chief. New bids will be solicited with directions to email the bids to the Town Manager. Lange also asked that the 2008 Crown Victoria not be transferred to the airport and included in a memo the reasons the Police Department needed the vehicle. In addition, Lange said the vehicle was not suitable for the airport’s needs. **Judy Flanagan moved that the board not give the vehicle to the airport but keep it in the Police Department. Vote 3-2-0. (Slack and Rines opposed.)**

C. Updated outstanding tax list and outstanding sewer list – No action required.

D. 2016 Fee Schedule – No action required

E. Town Planner – Art Walk Request: Art Walk has requested that two parking spaces be blocked off in front of 60 Main Street, next to the Handicapped space, for an art installation of books, arts and a donkey. The spaces will be closed from 3:30 to 8 p.m. **David Cherry moved to grant the request. Vote 4-1-0 (Rines opposed.)**

F. Code Enforcement – Abandoned trailers: The owner of the trailer park at 970 Gardiner Road has asked that two trailers be declared abandoned and permission be given by the Town to demolish them. The Town had taken the trailers for back taxes. **David Cherry moved to declare the following properties abandoned: R04-002-030 (\$5,686.75 owed) and R04-002-024 (\$1,468.70 owed). Vote 5-0-0. David Cherry moved to grant Brendan MacMorrow the right to demolish the properties. Vote 5-0-0.**

9. Unfinished Business

C. Adoption of Rules of Order and Procedure for the Wiscasset Selectboard: No. 22 was amended to add “and may be reappointed by the board.” **Judy Flanagan moved to adopt the Rules of Order and Procedure for the Wiscasset Selectboard as amended. Vote 5-0-0.**

D. Zion, Illinois Request for Support: Zion, a nuclear waste storage site, has asked Wiscasset, as well as all other sites, to contact their congressional delegations for support of legislation which would reimburse towns for storing nuclear waste. It was suggested that the Town Manager contact the Maine’s delegation to determine the status of any other pending legislation regarding nuclear waste. It was also suggested that Peter Murray be contacted regarding Zion’s request.

E. Signing of the MRC Municipal Joinder Agreement: **David Cherry moved pursuant to Titles 38 and 13-B of the Maine Revised Statutes, as amended, and action of the voters of the Town at the Town Meeting held on June 14, 2016, and any other applicable authority under Maine law, each of the Selectmen of the Town are hereby authorized on behalf of the Town to execute and deliver any and all documents necessary, appropriate or convenient or relating to the Municipal Joinder Agreement. Vote 4-0-1. (Rines abstained)**

10. New Business

A. Friends of the Library request to put signs on Town Common: Michelle Peele, a library trustee and secretary of The Friends of the Library, asked permission to install "Burma Shave" type signs on the common from the courthouse to the post office advertising a concert on September 4, the major fund-raiser of the Friends. Eleven signs would be erected two weeks before the concert and taken down the day after. **Judy Colby moved to allow the Friends of the Library to put signs on the town common. Vote 3-0-2 (Cherry and Flanagan abstained).**

B. Ballot for Election to MMA's Legislative Policy Committee: **Judy Colby moved to support Harry "Terry" Lowd, a selectman from Bristol, to MMA's Legislative Policy Committee. Vote 5-0-0.**

C. Paving and Chip Seal Bid Opening: The following bids were received:

	<u>No. 1</u>	<u>No. 2</u>	<u>No. 3</u>	<u>No. 4</u>	<u>No 5</u>	<u>No. 6</u>
All State Asphalt	\$35,167.30	66,626.60	22,568.40	3,232.74	15,927.20	16,208.14
Total	\$159,730.48					
Crooker Constr.	35,197.10	66,686.55	22,589.25	3,234.33	15,999.85	17,014.88
Total	\$160,721.96					

David Cherry moved to authorize the Town Manager and Road Commissioner to award the 2016 Paving and Chip Seal Bid to the lowest qualified bidder. Vote 5-0-0.

D. Tax Anticipation Note Bid Opening: The following bids for a \$1,471,922 TAN were received:

<u>Bank</u>	<u>As Needed</u>	<u>Lump Sum</u>
The First	1.25%	1.25%
Androscoggin Bank	.88%	.88%
Bath Savings Bank	.79%	.79%
Bar Harbor B&T	1.14%	1.14%

Judy Colby moved 1) That under and pursuant to Title 30-A, Section 5771 of the Maine Revised Statutes, as amended and supplemented, there be and hereby is authorized the issuance of a \$1,471,922 principal amount Tax Anticipation Note of the Town in anticipation of the receipt of taxes for the municipal fiscal year which commenced July 1, 2016 and ends June 30, 2017. 2) That said Note shall be dated on or about July 21, 2016, shall be signed by the Treasurer and countersigned by the Chairman of the Board of Selectmen, shall bear interest at the rate of .79% per annum on a 30/360 day basis and shall be payable at June 30, 2017, and otherwise be in such form and bear such details as the signers may determine. 3) That said Note is hereby sold and awarded to Bath Savings Bank. 4) That said Note is hereby designated qualified tax exempt obligations of the Town for the 2016 calendar year pursuant to the Internal Revenue Code of 1996. 5) That all things heretofore done and all action heretofore taken by the Town, its municipal officers and agents in the authorization of said Note are hereby ratified, approved and confirmed and the Treasurer and Chairman are each hereby

authorized to take any and all action necessary or convenient to carry out the provisions of this voting, including delivering said Note against payment therefor. Vote 5-0-0.

E. Harbormaster's Boat Bid Opening: Because repairs to the boat would cost \$10-11,000, the decision was made to sell the boat; however, the boat had not been declared surplus before it was put out to bid. Therefore **David Cherry moved to declare the Harbormaster's boat surplus and then put it out to bid. Vote 5-0-0.** Bids will be opened on July 26.

H. Wiscasset Community Center floor cleaner bid opening: Todd Souza had received four quotes by email for a Tom Cat floor cleaner, the budget item for which had been approved. He asked that bid process be waived. Judy Colby asked that the purchase be put out for bids as required and the bids could be opened at the next meeting on July 26.

11. Town Manager's Report

A. Sale of South Point Drive – no action required: Marian Anderson reported that the South Point Drive property had been sold and a check for \$181,425 had been received. After deductions for real estate taxes, interest and costs of \$153,231.05 and sewer costs owed to Wiscasset Water District, the Town netted \$18,631.35.

B. Recording of meetings (Vimeo or YouTube): The rates for various Vimeo options were discussed as well as the fact that the voters had turned down both options for recording meetings at the Town Meeting in June. Judy Flanagan suggested that the cost of recording meetings be on the June 2017 warrant.

C. Garden Club Request: Linda Belmont had asked if the town could offer any watering assistance for the triangles, the welcome sign and the barrels where the Garden Club has planted flowers. Marian Anderson will explore possible options.

D. Airport Office space: Anderson asked the board for permission to advertise space at the airport for \$800. There was a consensus that the space be advertised, preferably to an aviation-related entity.

E. Meeting with Firefighters: Judy Colby and Marian Anderson had met with the firefighters regarding direct deposit. Anderson said they were well received and the firefighters meetings are always open to the public.

F. Non-profit Signs: In response to a question on sandwich-board type signs, Ben Averill said that under the Sign Ordinance, non-profit organizations may display temporary signs without a permit for 15 days. **Judy Flanagan moved to allow the Wiscasset Community Center to post signage in front of the Municipal Building and on the common for music on the common. Vote 4-1-0 (Rines opposed)**

G. Vacant Town-owned Property: Police Chief Lange asked that his department be notified when town-owned properties are sold because the police watch those properties and need to know when they are no longer vacant.

H. Blasting Ordinance: An inquiry from Chris Cossette, Wiscasset Water District regarding the Blasting Ordinance will be added to the July 26 agenda.

12. Other Board Business

Judy Colby moved that the Select Board go into executive session pursuant to 1 MRSA §405 (6)(A) to discuss personnel. Vote 5-0-0.

Jeff Slack moved to come out of executive session at 9:47 pm – no action was taken

13. Adjournment

David Cherry moved to adjourn at 9:50 p.m.

COPY

Item 5

Town of Wiscasset
Board/Committee Membership Application

Full Name: Cordelia Dehmiq

Street Address: 67 Main St, Wiscasset ME 04578

Mailing Address: PO Box 309 Wiscasset, ME 04578 Home Phone: 207 725 6026

Town of Legal Residence: Brunswick, ME

Work Phone: 882-7682 Cell Phone: 751-2982 E-mail: ceodehmiq@gmail.com

I wish to be considered for the appointment to the: Wiscasset
Historic Preservation Commission

Full member: Reappointment: Alternate member:

Do you currently serve or have you ever served on any Town Board? No

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

List civic organizations to which you belong now: _____

Prior experience, knowledge, or abilities that you have which would contribute to the activities of the Board or Committee: grew up on Islesford + Brooklin, ME - small towns in Maine ->

Signature: Cordelia E Dehmiq Date: 7/13/16

so very attached to Maine and Wiscasset.

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

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

For Office Use:

Date received: 7/14/16 Date Appointed: _____ Term: _____

MEMORANDUM



Item 8A

July 11, 2016

To: Marian Anderson - Town Manager
Town of Wiscasset

Fr: Frank Costa - Airport Manager
Town of Wiscasset Municipal Airport

Re: Wiscasset Municipal Airport Hangar Lease Agreements

Ms. Marian,

Per our conversation on Friday, July 08, 2016, I have collected and attached the copies of the on-going hangar leases for your review and the Board of Selectmen.

We have 3 different Hangar Lease Agreements that are commonly used at our airport; Yearly, Monthly or Daily. These agreements are worded basically the same with the exception of paragraph 2 which indicates the length of time the pilot/customer wishes to Lease the Hangar and the cost.

Should you have any questions, please give me a call.

A handwritten signature in black ink, appearing to read "Frank Costa", with a long horizontal line underneath it.

**TOWN OF WISCASSET
HANGAR SPACE RENTAL AGREEMENT**

THIS AGREEMENT, made this 2th day of July, 2016 between the TOWN OF WISCASSET, WISCASSET, MAINE, being the owner of the WISCASSET MUNICIPAL AIRPORT, hereinafter referred to as "OWNER," AND John Richardson hereinafter referred to as "RENTER," and is as follows:

1. Renter hereby rents hangar space at the Wiscasset Municipal Airport for a single aircraft.
2. Renter shall pay the sum of **\$25.00** per night as rent, payable in advance, to Owner at the office of the Airport Manager. Such rental payments shall begin on July 02, 2016 thru July 09, 2016. The tenancy pursuant to the terms of this lease shall be for a daily basis (24 hours) with either party having the option to terminate this lease upon three (3) days written notice to the other party.
3. Failure of the Renter to pay the nightly rental due hereunder by the 3rd day of the week shall result in a breach of the Agreement and shall cause an immediate termination of this Agreement.
4. It is understood and agreed by Renter that the space rented by this Agreement is for the exclusive purpose of aircraft storage, any other storage must be approved by the Airport Manager. Renter further agrees not to operate any business enterprise from the hangar space or in any way conduct commercial activities in such space.
5. No maintenance of any aircraft shall be performed in the hangar space unless prior approval is obtained from the Airport Manager.
6. There will be no subleasing of the hangar space.
7. No structural or electrical modifications, painting, or alterations will be made to the hangar without the prior written approval of the Airport Manager. The Renter shall not attach any hoisting, winching or holding mechanism to any part of the storage space, or pass any such mechanism over the beams or braces thereof.
8. No appliances, except battery trickle chargers and engine heaters may remain connected to any electrical receptacle. The Renter shall not overload electrical circuits. Hangar electrical circuits are designed for 20 amps. Any appliance not having an explosion-proof motor which generates a glow, flame, or spark must be elevated at least eighteen (18) inches above the floor.
9. Renter owned equipment, parts, and supplies shall not be stored in the hangar unless approved in advance by the Airport Manager.
10. Aircraft and other personal property are stored at the Renter's sole risk. Any insurance protecting personal property against fire, theft or damage must be provided by the Renter and the Renter agrees to save the Owner harmless from any

**TOWN OF WISCASSET
HANGAR SPACE RENTAL AGREEMENT**

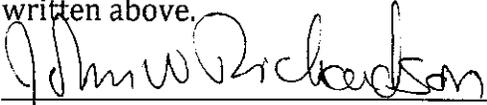
and all liability by reason of the storage or maintenance of said aircraft upon the Wiscasset Municipal Airport, or from injury or damage caused to any persons or property by reason of the operations of said aircraft. This clause shall not be construed to waive that tort immunity as set forth under Maine Law.

11. Renter shall keep hangar doors closed at all times, unless renter is utilizing the hangar for operational purposes and is present at the hangar site. Renter is required to receive proper training prior to their first use of the hangar door. Failure to adhere to this policy at which time the hangar door or other appurtenances are damaged, the cost of the repair(s) will be the sole responsibility of the renter.
12. No aircraft engine shall be operated inside a hangar or in a negligent manner so that the propeller or exhaust blast may cause injury to persons or damage to property.
13. The Renter understands that the hangar space may be used by more than one aircraft owner and that the Renter is responsible for the safe movement of such aircraft if it is blocking their egress or entry into the hangar. Aircraft may be moved into or out of the hangar by other Renters without their knowledge, but not during inclement weather. The Owner will provide assistance as available but will not move aircraft for the Renter. The Owner has the right to move and/or reposition aircraft as needed in support of airport operations. The Owner acknowledges that it will not move or leave aircraft outside the hangar during inclement weather, nor if it moves such aircraft, the Owner will not leave the Renter's aircraft outside during the period between sunset and sunrise.
14. Renter owned motor vehicles are not permitted in the hangar at any time. Renter owned automobiles/vehicles must be parked in one of two airport auto parking lots.
15. Renter agrees to observe and obey reasonable rules and regulations with respect to use of the premises; provided, however, that such rules and regulations shall be consistent with safety and with rules, regulations, and orders of the Federal Aviation Administration with respect to aircraft operations at the airport; and provided further, that such rules and regulations shall not be inconsistent with the provisions of this Agreement or the procedures prescribed or approved from time to time by the Federal Aviation Administration with respect to the operation of Renter's aircraft at the airport.
16. In the event that the airport or any other premises herein rented are rendered untenable or unusable for any reason, Owner may cancel this Agreement and, in such event, shall provide a reasonable and proportionate abatement of the rental paid by Renter.
17. Violation of any of the above provisions shall result in a breach of this Agreement and Owner may elect to require Renter to vacate the premises.

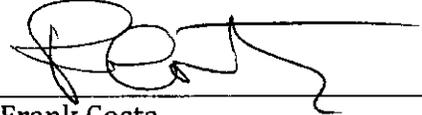
**TOWN OF WISCASSET
HANGAR SPACE RENTAL AGREEMENT**

Signed and approved on the date first written above.

Renter

Signature 
Printed Name John Richardson
Address 1406 S. Liberty Dr.
City/Town, State Liberty Lake, WA 99019
Zip _____
Email _____
Phone 509.991.8838
Aircraft N16DX
Registration _____

**Town of Wiscasset/Owner
by:**

Signature 
Printed Name Frank Costa
Title Airport Manager

IMPORTANT - READ BEFORE SIGNING

I have received instruction and understand the Hangar Door operation for the hangar where my aircraft is parked. I understand that I shall unlatch the two (2) latches that hold the door closed, one latch at the right and one latch at the left of the door. I understand that nothing or anyone should stand under the door while the door is in the upward operation or downward operation.

**TOWN OF WISCASSET
HANGAR SPACE RENTAL AGREEMENT**

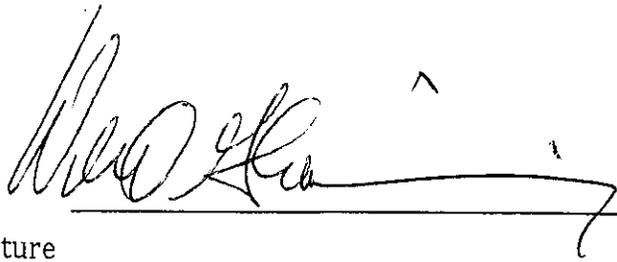


THIS AGREEMENT, made this 29th day of May, 2016, between the TOWN OF WISCASSET, WISCASSET, MAINE, being the owner of the WISCASSET MUNICIPAL AIRPORT, hereinafter referred to as "OWNER," AND William "Bill" Glendinning hereinafter referred to as "RENTER," and is as follows:

1. Renter hereby rents hangar space at the Wiscasset Municipal Airport for a single aircraft.
2. Renter shall pay the sum of **\$2,700.00** for twelve months of rent, payable at the rate of **\$225.00 per month**, due on the first day of every month, to Owner at the office of the Airport Manager. The term of this lease shall be from **July 01, 2016 through June 30, 2017**. The tenancy pursuant to the terms of this lease shall be for an annual basis with either party having the option to terminate this lease upon thirty (30) days written notice to the other party.
3. It is understood and agreed by Renter that the space rented by this Agreement is for the exclusive purpose of aircraft storage, any other storage not otherwise noted in this agreement must be approved by the Airport Manager. Renter further agrees not to operate any business enterprise from the hangar space or in any way conduct commercial activities in such space.
4. There will be no subleasing of the hangar space.
5. No structural or electrical modifications, painting, or alterations will be made to the hangar without the prior written approval of the Airport Manager. The Renter shall not attach any hoisting, winching or holding mechanism to any part of the storage space, or pass any such mechanism over the beams or braces thereof.
6. No appliances, except battery trickle chargers and engine heaters may remain connected to any electrical receptacle. The Renter shall not overload electrical circuits. Hangar electrical circuits are designed for 20 amps. Any appliance not having an explosion-proof motor which generates a glow, flame, or spark must be elevated at least eighteen (18) inches above the floor.
7. Reasonable quantities of renter owned equipment, parts, and supplies may be stored in the hangar.
8. Aircraft and other personal property are stored at the Renter's sole risk. Any insurance protecting personal property against fire, theft or damage must be provided by the Renter and the Renter agrees to save the Owner harmless from any and all liability by reason of the storage or maintenance of said aircraft upon the Wiscasset Municipal Airport, or from injury or damage caused to any persons or property by reason of the operations of said aircraft. This clause shall not be construed to waive that tort immunity as set forth under Maine Law.

9. Renter shall keep hangar doors closed at all times, unless renter is utilizing the hangar for operational purposes and is present at the hangar site. Renter is required to receive proper training prior to their first use of the hangar door. Failure to adhere to this policy at which time the hangar door or other appurtenances are damaged, the cost of the repair(s) will be the sole responsibility of the renter.
10. No aircraft engine shall be operated inside a hangar or in a negligent manner so that the propeller or exhaust blast may cause injury to persons or damage to property.
11. The Renter understands that the hangar space may be used by more than one aircraft owner and that the Renter is responsible for the safe movement of such aircraft if it is blocking their egress or entry into the hangar. Aircraft may be moved into or out of the hangar by other Renters without their knowledge, but not during inclement weather. The Owner will provide assistance as available but will not move aircraft for the Renter. The Owner has the right to move and/or reposition aircraft as needed in support of airport operations. The Owner acknowledges that it will not move or leave aircraft outside the hangar during inclement weather, nor if it moves such aircraft, the Owner will not leave the Renter's aircraft outside during the period between sunset and sunrise.
12. Renter owned motor vehicles are not permitted in the hangar at any time. Renter owned automobiles/vehicles must be parked in one of two airport auto parking lots.
13. Renter agrees to observe and obey reasonable rules and regulations with respect to use of the premises; provided, however, that such rules and regulations shall be consistent with safety and with rules, regulations, and orders of the Federal Aviation Administration with respect to aircraft operations at the airport; and provided further, that such rules and regulations shall not be inconsistent with the provisions of this Agreement or the procedures prescribed or approved from time to time by the Federal Aviation Administration with respect to the operation of Renter's aircraft at the airport.
14. In the event that the airport or any other premises herein rented are rendered untenable or unusable for any reason, Owner may cancel this Agreement and, in such event, shall provide a reasonable and proportionate abatement of the rental paid by Renter.
15. Violation of any of the above provisions shall result in a breach of this Agreement and Owner may elect to require Renter to vacate the premises.

Signed and approved on the date first written above.



Renter

Signature

Printed Name Bill Glendinning

Address 33 Osprey Dr.

Town, State Zip South Bristol, Maine 04568

Email allied@tidewater.net

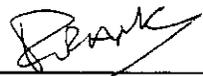
Phone (732) 673-3153

Aircraft Registration N2006J

Aircraft Make/Model 1982 Taylorcraft / F21

**Town of Wiscasset/Owner
by:**

Signature



Printed Name Frank Costa

Title Airport Manager

**TOWN OF WISCASSET
HANGAR SPACE RENTAL AGREEMENT**

THIS AGREEMENT, made this 30 day of October, 2015 between the TOWN OF WISCASSET, WISCASSET, MAINE, being the owner of the WISCASSET MUNICIPAL AIRPORT, hereinafter referred to as "OWNER," AND Robert Lockyer hereinafter referred to as "RENTER," and is as follows:

1. Renter hereby rents hangar space at the Wiscasset Municipal Airport for a single aircraft.
2. Renter shall pay the sum of \$225.00 per month as rent, payable in advance on the first day of each month, to Owner at the office of the Airport Manager. Such rental payments shall begin on November 01, 2015 and terminate on April 30, 2016. The tenancy pursuant to the terms of this lease shall be for a month basis with either party having the option to terminate this lease upon seven (7) days written notice to the other party.
3. Failure of the Renter to pay the monthly rental due hereunder by the 10th of each month shall result in a breach of the Agreement and shall cause an immediate termination of this Agreement.
4. It is understood and agreed by Renter that the space rented by this Agreement is for the exclusive purpose of aircraft storage, any other storage must be approved by the Airport Manager. Renter further agrees not to operate any business enterprise from the hangar space or in any way conduct commercial activities in such space.
5. Once the rental period starts into the month paid for and in progress, the hangar space will be under control of renter as agreed and no longer rentable to anyone else, therefore, no refunds will be issued for remainder of the month in progress (unused portion of the month).
6. No maintenance of any aircraft shall be performed in the hangar space unless prior approval is obtained from the Airport Manager.
7. There will be no subleasing of the hangar space.
8. No structural or electrical modifications, painting, or alterations will be made to the hangar without the prior written approval of the Airport Manager. The Renter shall not attach any hoisting, winching or holding mechanism to any part of the storage space, or pass any such mechanism over the beams or braces thereof.
9. No appliances, except battery trickle chargers and engine heaters may remain connected to any electrical receptacle. The Renter shall not overload electrical circuits. Hangar electrical circuits are designed for 20 amps. Any appliance not having an explosion-proof motor which generates a glow, flame, or spark must be elevated at least eighteen (18) inches above the floor.

**TOWN OF WISCASSET
HANGAR SPACE RENTAL AGREEMENT**

10. Renter owned equipment, parts, and supplies shall not be stored in the hangar unless approved in advance by the Airport Manager.
11. Aircraft and other personal property are stored at the Renter's sole risk. Any insurance protecting personal property against fire, theft or damage must be provided by the Renter and the Renter agrees to save the Owner harmless from any and all liability by reason of the storage or maintenance of said aircraft upon the Wiscasset Municipal Airport, or from injury or damage caused to any persons or property by reason of the operations of said aircraft. This clause shall not be construed to waive that tort immunity as set forth under Maine Law.
12. Renter shall keep hangar doors closed at all times, unless renter is utilizing the hangar for operational purposes and is present at the hangar site. Renter is required to receive proper training prior to their first use of the hangar door. Failure to adhere to this policy at which time the hangar door or other appurtenances are damaged, the cost of the repair(s) will be the sole responsibility of the renter.
13. No aircraft engine shall be operated inside a hangar or in a negligent manner so that the propeller or exhaust blast may cause injury to persons or damage to property.
14. The Renter understands that the hangar space may be used by more than one aircraft owner and that the Renter is responsible for the safe movement of such aircraft if it is blocking their egress or entry into the hangar. Aircraft may be moved into or out of the hangar by other Renters without their knowledge, but not during inclement weather. The Owner will provide assistance as available but will not move aircraft for the Renter. The Owner has the right to move and/or reposition aircraft as needed in support of airport operations. The Owner acknowledges that it will not move or leave aircraft outside the hangar during inclement weather, nor if it moves such aircraft, the Owner will not leave the Renter's aircraft outside during the period between sunset and sunrise.
15. Renter owned motor vehicles are not permitted in the hangar at any time. Renter owned automobiles/vehicles must be parked in one of two airport auto parking lots.
16. Renter agrees to observe and obey reasonable rules and regulations with respect to use of the premises; provided, however, that such rules and regulations shall be consistent with safety and with rules, regulations, and orders of the Federal Aviation Administration with respect to aircraft operations at the airport; and provided further, that such rules and regulations shall not be inconsistent with the provisions of this Agreement or the procedures prescribed or approved from time to time by the Federal Aviation Administration with respect to the operation of Renter's aircraft at the airport.

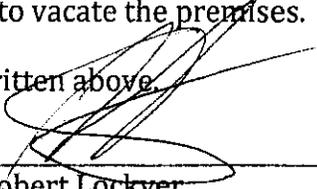
**TOWN OF WISCASSET
HANGAR SPACE RENTAL AGREEMENT**

such event, shall provide a reasonable and proportionate abatement of the rental paid by Renter.

18. Violation of any of the above provisions shall result in a breach of this Agreement and Owner may elect to require Renter to vacate the premises.

Signed and approved on the date first written above.

Renter

Signature 
Printed Name Robert Lockyer
Address 550 Pleasant St., suite 104
Town, State Zip Winthrop, MA 02152
Email rjlockyer@gmail.com
Phone 617.593.5656
Aircraft Registration N18EM

**Town of Wiscasset/Owner
by:**

Signature 
Printed Name Frank Costa
Title Airport Manager

**TOWN OF WISCASSET
HANGAR SPACE RENTAL AGREEMENT**



THIS AGREEMENT, made this 28th day of November, 2015 between the TOWN OF WISCASSET, WISCASSET, MAINE, being the owner of the WISCASSET MUNICIPAL AIRPORT, hereinafter referred to as "OWNER," AND Paul E. Harvey hereinafter referred to as "RENTER," and is as follows:

1. Renter hereby rents hangar space at the Wiscasset Municipal Airport for a single aircraft.
2. Renter shall pay the sum of \$2,475 for eleven months of rent, payable in advance, to Owner at the office of the Airport Manager. The term of this lease shall be from December 01, 2015 through October 31, 2016. The tenancy pursuant to the terms of this lease shall be for an annual basis with either party having the option to terminate this lease upon thirty (30) days written notice to the other party.
3. It is understood and agreed by Renter that the space rented by this Agreement is for the exclusive purpose of aircraft storage, any other storage not otherwise noted in this agreement must be approved by the Airport Manager. Renter further agrees not to operate any business enterprise from the hangar space or in any way conduct commercial activities in such space.
4. There will be no subleasing of the hangar space.
5. No structural or electrical modifications, painting, or alterations will be made to the hangar without the prior written approval of the Airport Manager. The Renter shall not attach any hoisting, winching or holding mechanism to any part of the storage space, or pass any such mechanism over the beams or braces thereof.
6. No appliances, except battery trickle chargers and engine heaters may remain connected to any electrical receptacle. The Renter shall not overload electrical circuits. Hangar electrical circuits are designed for 20 amps. Any appliance not having an explosion-proof motor which generates a glow, flame, or spark must be elevated at least eighteen (18) inches above the floor.
7. Reasonable quantities of renter owned equipment, parts, and supplies may be stored in the hangar.
8. Aircraft and other personal property are stored at the Renter's sole risk. Any insurance protecting's personal property against fire, theft or damage must be provided by the Renter and the Renter agrees to save the Owner harmless from any and all liability by reason of the storage or maintenance of said aircraft upon the Wiscasset Municipal Airport, or from injury or damage caused to any persons or property by reason of the operations of said aircraft. This clause shall not be construed to waive that tort immunity as set forth under Maine Law.

9. Renter shall keep hangar doors closed at all times, unless renter is utilizing the hangar for operational purposes and is present at the hangar site. Renter is required to receive proper training prior to their first use of the hangar door. Failure to adhere to this policy at which time the hangar door or other appurtenances are damaged, the cost of the repair(s) will be the sole responsibility of the renter.
10. No aircraft engine shall be operated inside a hangar or in a negligent manner so that the propeller or exhaust blast may cause injury to persons or damage to property.
11. The Renter understands that the hangar space may be used by more than one aircraft owner and that the Renter is responsible for the safe movement of such aircraft if it is blocking their egress or entry into the hangar. Aircraft may be moved into or out of the hangar by other Renters without their knowledge, but not during inclement weather. The Owner will provide assistance as available but will not move aircraft for the Renter. The Owner has the right to move and/or reposition aircraft as needed in support of airport operations. The Owner acknowledges that it will not move or leave aircraft outside the hangar during inclement weather, nor if it moves such aircraft, the Owner will not leave the Renter's aircraft outside during the period between sunset and sunrise.
12. Renter owned motor vehicles are not permitted in the hangar at any time. Renter owned automobiles/vehicles must be parked in one of two airport auto parking lots.
13. Renter agrees to observe and obey reasonable rules and regulations with respect to use of the premises; provided, however, that such rules and regulations shall be consistent with safety and with rules, regulations, and orders of the Federal Aviation Administration with respect to aircraft operations at the airport; and provided further, that such rules and regulations shall not be inconsistent with the provisions of this Agreement or the procedures prescribed or approved from time to time by the Federal Aviation Administration with respect to the operation of Renter's aircraft at the airport.
14. In the event that the airport or any other premises herein rented are rendered untenable or unusable for any reason, Owner may cancel this Agreement and, in such event, shall provide a reasonable and proportionate abatement of the rental paid by Renter.
15. Violation of any of the above provisions shall result in a breach of this Agreement and Owner may elect to require Renter to vacate the premises.

Signed and approved on the date first written above.

Renter

Signature Paul E Harvey
Printed Name Paul E Harvey
Address 36 Pleasant Pond Farm Lane
Town, State Zip Richmond, Maine 04357
Email peh817@gmail.com
Phone (207) 841-0146 (H)207-737-4021
Aircraft Registration N8788
Aircraft Make/Model BC - 35C

**Town of Wiscasset/Owner
by:**

Signature Frank Costa
Printed Name Frank Costa
Title Airport Manager

Item 8b

Town of Wiscasset
June 2016
Monthly Reports





Town of Wiscasset

AIRPORT REPORT

To: Marian L. Anderson, Town Manager
From:
Re: Airport Monthly Report
Date:

The Summer Season is in full bloom at the Wiscasset Airport with good flying activity complemented by good weather and increase in fuel sales.

Maintaining the fuel cost at an affordable level and generating the necessary revenue to offset the operating costs of our airport continuous to be a key goal. Low fuel prices motivate pilots and increases flying activity, resulting in revenue. Visiting and based pilots respond well to the Wiscasset Municipal Airport pricing and comment favorably to the new "Prices & Fees" established by the Board of Selectmen and implemented on June 01, 2016. Pilots are well informed about the fuel prices across the State of Maine airports, mainly the Mid-Coast Area and they welcome the Wiscasset Airport effort to keep prices in a competitive mode of affordability.

The airnav.com website continues to display the pleasant comments provided by the visiting end users to our airport. These comments reflect the excellent services we continue to provided, ultimately reflecting our town's welcome red carpet to the world.

The G.A.R.D System by Invisible Intelligence which records voice communications and keeps a count of airport flight activities reports a total of 559 Aircraft Operations for June of 2016 and a total 2500 Aircraft Operations for the 2016 calendar year.

1. Airport Budget.

As of June 30, 2016, the Airport Fiscal Year ended with a total expense of \$246,244.13 from a Budgeted \$283,175.00 resulting in an unexpended balance of \$36,930.87. The airport total expense was accelerated due to the many unexpected repairs that had to take place during the fiscal year.

The Airport Fiscal Year Budget ended with a collected Revenue of \$235,098.20. This Revenue does not reflect the nearly \$27,000.00 in property tax collected by the town from the airport hangar owners.

2. Fuel Sales.

Fuel sales for June 2016 totaled 4,500 gallons, for a combined 4,224 gallons of 100LL and 276 gallons of Jet-A. Low Jet-A fuel sales for 2016 continues to reflect the same trend of previous years. The runway inability to accommodate smaller Jet or Turbo-Prop aircraft at the Wiscasset Municipal Airport will continue to be an issue resulting in the loss of revenue to the airport.

As an example of the issue, the Life-Flight fixed wing aircraft is unable to use our airport for services due to their minimum runway length requirement of 3500 feet for take-off.

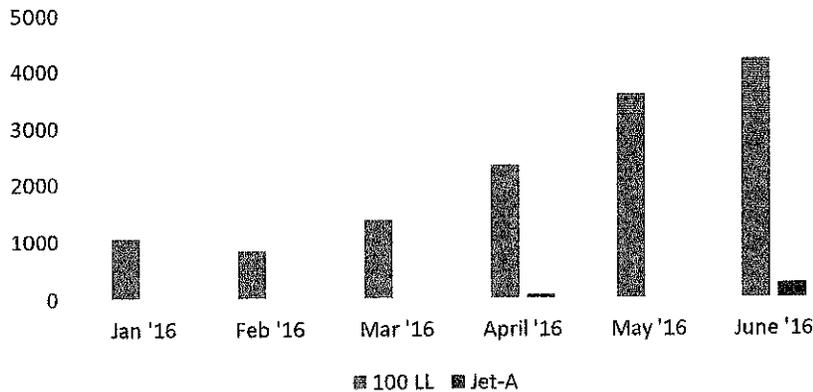


Town of Wiscasset

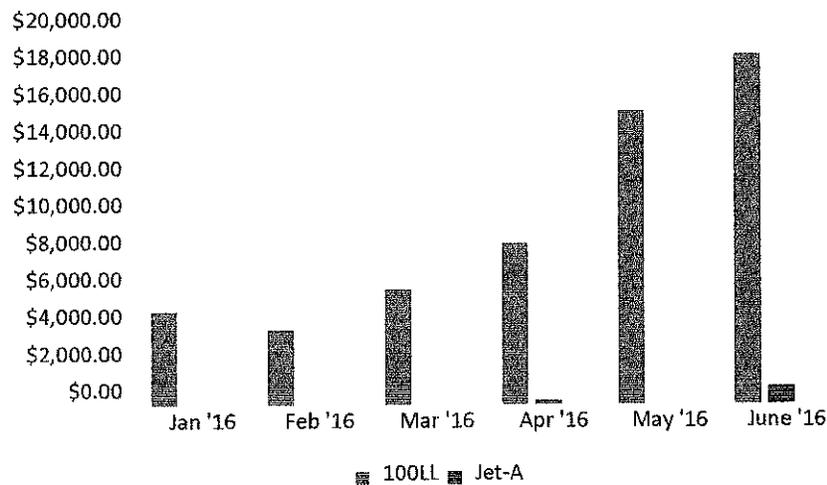
3. Fuel Sales in “Gallons” & “Revenue” Charts.

The following charts will display the aviation fuel sold as well as the fuel sales revenue for the same displayed period (from Jan '16 thru June '16).

FUEL SALES in GALLONS



Fuel Sales Revenue



4. Airport Automatic Safety Gates.

Several of the safety auto-gates developed issues that required technical intervention to detect and repair the issues. The auto-gate near the Main Terminal was repaired and is operational while the second gate near the Maintenance Hangar is requiring electronic



Town of Wiscasset

components replacement. Due to the age of the gates, it is becoming more difficult and expensive to replace the electronic parts, nevertheless, the effort is continuous in maintaining the gates operational for the security and safety of the airport and all end users.

5. Lighting Around the Various Town Owned Airport Buildings.

The lighting around the Main Terminal Building and the Maintenance Hangar was updated with energy efficient LED type fixtures for the safety of our property and all end users.

Lighting around these two buildings was previously non-existing, creating a serious security and safety issue for all end users.

In addition, the lighting at the Snow Removal Equipment (SRE) Building was also repaired and is now operational as needed.

6. Deer Bedding near the Runway and Taxiway.

It was discovered that deer were bedding in the tall grasses near the runway and taxiway and were wondering onto the runway & taxiway while aircraft were attempting to land. The Wiscasset Town Works Department responded promptly to the call for help by cutting the tall grass.

7. Airport John Deer Lawnmower.

The airport John Deer lawnmower required tire replacement after many years of use. The machine was unpredictable and would slide out of control into the lower areas due to poor traction. The airport purchased the tires and the Town Works Department provided the technical support to complete the task.

8. Loose Horse at the Airport.

On June 24, 2016, the neighbor's horse from across the street on Chewonki Neck Road got away from his fenced area and wondered onto airport property. Personnel from Peregrine Turbine were able to corral the horse after several attempts and secure the animal to be removed from airport property without incident or danger to aircraft.

Frank Costa
Airport Manager



Town of Wiscasset

TOWN CLERK REPORT

To: Marian L. Anderson, Town Manager
From: Linda Perry, Town Clerk
Re: Monthly Report
Date: July 7, 2016

Elections

The June 14, 2016 Election of Officers and the Annual Referendum Town Meeting was held at the Wiscasset Community Center from 8:00 a.m. to 8:00 p.m. Susan Blagden was elected Moderator. We had a total of 738 voters.

Congratulations to Judith R. Colby, Benjamin L. Rines Jr., and Jefferson Slack who were elected as our Selectboard Members.

Prior to the election the DS 200 voting machines were tested on all ballot types along with the new Express Vote (accessible voting computer) on June 6th. Absentee ballots were made available until the June 9th deadline. Early Absentee Ballot Processing took place on June 13th. All post-election reports and duties were completed including preparing materials for the District 1 recount.

Shellfish License Sales

Commercial Shellfish Licenses went on sale to previous license holders on May 31st. Recreational Licenses went on sale on June 1st. All Commercial Shellfish licenses were sold and a lottery for unsold licenses was not necessary. The following Commercial Licenses were sold as allocated:

- 12 Resident Commercial Licenses
- 2 Non Resident Commercial Licenses

Excise Tax Billing

Excise tax bills were sent to all Wiscasset residents that own Coast Guard Documented Boats for 2016.

The Coast Guard Vessel Report for 2015 has 30 documented vessels listed for the Town of Wiscasset.

This report is sent to us from Maine Revenue Services on a yearly basis. Documented boats are registered with the Coast Guard as opposed to Inland Fisheries and Wildlife.



Town of Wiscasset

Financials:

	Auto Excise	Boat Excise	Agent Fees	Vital Fees	Airplane Excise
Monthly Revenues	\$56,085.77	\$1,299.40	\$1,573.00	\$329.00	\$0
Year to date	\$621,793.15	\$6,411.30	\$15,997.50	\$3,856.40	\$7,691.77
Met yearly revenue projection by:	124.36%	128.23%	102.55%	128.55%	219.76%

Licenses & Permits:

Business License	Dog License	Liquor License/Catering Permits	Special Amusement
6 renewals 2 new *	7	4	0

*Professional Odor Removal and Cleaning – Owner: Jana M. Young, 1051 Gardiner Road Wiscasset

*Sisters Seasonal Cleaning – Owner: Jennifer Hanley, 55 Hilltop Drive Wiscasset



Town of Wiscasset

EMS/EMA REPORT

To: Marian L. Anderson, Town Manager
From: Toby Martin, EMS/EMA Director
Re: June Monthly Report
Date: July 10, 2016

Run Volume for June

City	# of Runs	% of Runs
Alna	2	2.41%
DAMARISCOTTA	2	2.41%
Edgecomb	9	10.84%
Westport (Town of)	3	3.61%
Wiscasset	65	78.31%
Woolwich	2	2.41%
Unknown	0	0.00%
Total	83	100%

Updates:

1. Staffing- Total numbers 10 Paramedics, 2 AEMT's, 7 EMT's
2. EMS Subscription- Printing this week for mailing
3. Moving forward with RFP for construction. Pre-Bid meeting held on the 7th (2 -contractors only at meeting)
4. 40th Anniversary-4th of July Parade went well, with good reviews. Banner to be placed above ambulance bay doors
5. Bariatric stretchers ordered waiting on funding to ship
6. Transfers- Started doing transfers from Miles, currently looking at contract for Wiscasset resident to dialysis. Stay tuned...
7. Bath is currently looking to increase rates for use of the bariatric stretcher. I have been informed. No sure on price yet. Stay tuned...

Respectfully Submitted,
Toby Martin- EMS Director



Town of Wiscasset

PLANNING DEPARTMENT REPORT

To: Marian L. Anderson, Town Manager
From: Benjamin Averill, Town Planner
Re: June Monthly Report
Date: July 18, 2013

Community Planning and Economic Development:

June was a busy month, not just for the Planning and Economic Development Department, but for the town as a whole as the annual town meeting was held on June 14th and the budget year ended at the end of the month. As the norm has been for the last few weeks I fielded several questions related to the proposed work by MDOT along Main Street, both before and after the town vote.

Looking past the MDOT project there were several important meetings and events that I attended during the month. On June 1 we had our second meeting of the Waste Water Resiliency project. The meeting was headed by Wright-Pierce and was mainly an organizational meeting to determine the final data points that will be utilized in the study. There will be an additional meeting of the project team at some point in the coming weeks to review and analyze the data. On June 3rd members of the Department of Energy held a brief public informational session regarding consent based siting of nuclear waste. The session was brief but hopefully was the start of conversations between the federal government and local governments and citizens where nuclear waste is currently being stored.

Additionally I had the privilege of touring the Advanced Composites Center at the University of Maine Orono on a tour that was arranged by the Lincoln County Regional Planning Commission. Members from towns in Lincoln County were invited to tour the Composites Center and learn about many of the projects that the University is engaging in. Visiting the center was a great opportunity to view the hard work that the faculty and students are engaged in and really highlighted areas for economic growth in Lincoln County and for Maine as a whole.

I had the opportunity to attend several special events throughout the month of June including the Build Maine conference on June 23rd. At the Build Maine conference I learned about new initiatives and techniques that are being applied across the Northeast from Buffalo to Burlington to towns and cities here in Maine regarding economic redevelopment and revitalization of blighted areas. I also was able to participate in the General Assembly meeting of the Midcoast Economic Development District. Lastly I also attended a seminar on grant opportunities for trail building, trail maintenance, and bridge repair hosted by the Maine Bureau of Parks and Lands.

Committees:

Historical Preservation Commission:

The Historical Preservation Commission met twice on June 2nd and on June 30th. The Historical Preservation Commission had their first Certificate of Appropriateness (COA) review



Town of Wiscasset

on June 2nd. On June 30th the Historical Preservation Commission approved the first COA since the historical preservation ordinance was enacted. During both meetings of the month a letter was revised that will go to residents in the historic district to explain what the Certificate of Appropriateness is and when it is needed. Additionally the Historic Preservation Commission voted to that they would submit an application to participate in the Section 106 Review process for the Main Street MDOT project.

Ordinance Review Committee:

The Ordinance Review Committee (ORC) met on June 13th. The ORC updated the shoreland zoning ordinance to bring it in compliance with the mandated changes from the state DEP.

Planning Board, Waterfront Committee, Conservation Commission:

The Planning Board did not meet during the month of June. The Waterfront Committee and Conservation Commission also did not meet during the month of June.



Town of Wiscasset

Wiscasset Police Department

To: Marian L. Anderson, Town Manager
From: Jeffrey Lange, Wiscasset Police Chief
RE: June Monthly Report
Date: July 14, 2016

Significant Events and Issues

1. The 2015 Ford Explorer is back from the Auto body shop and is "back in service."
2. Chief Lange is getting quotes and redesigning the decals on the cruiser to go in-line with the Police Department's colors and shoulder patch.
3. The Post office Mail Box is still out for paint and should be back within 2 weeks for the storage of unwanted, used, outdated prescriptions/ drugs. This will be utilized as a drug-take back depository on a daily basis.
4. The Police Department has teamed up with Healthy Lincoln County and we are sending Officer Hatch to "LifeSkills Training" for free to teach the elementary, middle and HS students. This is a newer version of DARE. LifeSkills has more points, such as bullying, self-esteem, cigarettes, and alcohol training than drug abuse alone.
5. The Police Department has received the New ID Checking Guides from the Govt. and will be distributing them to all the business that serve alcohol. This is in collaboration with Healthy Lincoln County as well.
6. The Police Department is updating its emergency contact information for the town's business. Officer Crossley has been distributing these forms for the owners to fill out and mail back or scan back to the PD.
7. The Police Department is signing an agreement between law enforcement in Lincoln County, Lincoln-Health, and Mid Coast Hospital's Addiction Resource Center to get people who are ready for help with drug addiction into treatment and supported in recovery. This will be on Friday July 15th with a signing ceremony starting at noon.



Town of Wiscasset

Weather permitting it will be in Skidompha's courtyard, and in case of rain it will be in the auditorium instead.

8. The PD has posted an ad for additional Reserve Officers in preparation of Officer Crossley's departure to the Maine Criminal Justice Academy.

Respectfully Submitted,
Jeff



Town of Wiscasset

TRANSFER STATION

To: Marian L. Anderson, Town Manager
From: Ron Lear, Transfer Station Superintendent
Re: June Monthly Report
Date: July 15, 2016

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

Type of Material	Tons	Cost/Ton
Municipal Solid Waste (Trash)	171.03	-\$63
Demo	61.97	-\$63
Single Stream	32.56	-\$5
Metal	19.01	+\$130
Computers	4603 lbs.	+\$.15/lbs
Brush/Lumber	63	-\$35
Organics for Compost	2200 lbs.	0
Mixed Copper/Alum/Lead	0 lbs.	+\$.45/lbs.
Shingles	32.13	-\$15
Sheetrock	0	-\$0
Cardboard	0	+\$90

We also recycled 30 bales of cardboard.

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

Types	Revenues:
User Fees	\$5043.15
MRC Dividend	\$ 0
Metal (Light iron, batteries, mixed copper)	\$4656.90
Cardboard	\$3137.16
Computers	\$72.01

Operations:

On the 2nd we shipped 10 gaylords of E-waste. 8th we shipped 4 boxes of fluorescent tubes to Veolia. 15th Webbers picked up 2 loads of grey water.

Expenses & Revenues:

Expenses are at 100.09% and the Revenues are at 101.8%



Town of Wiscasset

TOWN TREASURER REPORT

To: Marian L. Anderson, Town Manager
From: Shari Fredette, Town Treasurer/Human Resource Director
Re: June Monthly Report
Date: July 14, 2016

Finances:

In the month of June the town collected a total of \$266,587.42 in Real estate taxes and \$-0- in personal property taxes.

The Tax Anticipation Note Request for Bids went out on June 8th with a deadline of July 6th. The Town will need the money as soon as possible for cash flow.

Credit card:

Receipts for June were \$15,428.48

The Finance Department as of June 30th has spent percent 99.33 % of its budget; we are 100% through our current fiscal year. YTD Finance has **underspent** by .67%.

School Expenses:

The Town of Wiscasset processed checks to The Wiscasset School department in the month of June for \$504,259.25. The School Revenue was \$468,782.46 and was comprised of The State Subsidy, Lunch Subsidies, School lunch, Tuition, Title IIA and Bus Repairs and Misc. The Total School Revenue including the Town checks was \$973,041.71. The Total School Expense for June was \$815,466.32.

Training:

Shari attended the MMA second Annual Municipal HR & Management Conference that was presented in cooperation with The Maine Local Government Human Resources Association, June 7, 2016 at Thomas College, Waterville Maine. The Keynote Speaker was Sandra J. Matheson, Executive Director of Maine Public Employee's Retirement System. Ms. Matheson shared her insights into MainePers public pensions and benefit trends in general. During the day there were four blocks of time and in each block there were three choices of seminars to choose from. I chose the following: Defensible Documentation (templates that are necessary in every employees personnel file), Collective Bargaining (Understanding labor law, developing an effective strategy and researching the comparables), How to keep Employment practices "Discrimination Proof", and 2016 MMA Salary Survey: An Update.
It was a Great conference!

Human Resources:

The Town had no work related injury report to MMA Risk Management in June. Quarterly drug and alcohol testing was completed for the third quarter. The Town added five new employees in June. The MainePers Retirement "Monthly Report" with a due date of June 15th was electronically submitted for the month of May. Please contact Shari Fredette @ 207-882-8200 Ext. 107 or treasurer@wiscasset.org if you have any questions.



Town of Wiscasset

WASTE WATER TREATMENT PLANT

To: Marian L. Anderson, Town Manager
From: William Rines, Waste Water Treatment Plant Superintendent
Re: June Monthly Report
Date: July 19, 2016

For the month of June average flows were 217,000 gallons per day putting us at 35 % of our licensed flow. We recorded 2.2 inches of rain for the month. Our licensed flow is 620,000 gallons per day.

Operations:

Once again we have lost an employee. Troy has decided to pursue other goals and we wish him well. The dry weather has caused our flows to be low for the month. We will be posting the job opening internally first then outside if needed. Other towns are having similar issues with help, not many people are entering the field at this point in time.

Training:

Training had been focused on our new employee

Financials:

We received \$62,024.95 in user fees for the month and are at 98% of the anticipated revenues for the year. Expenses are at 82% with the final billings to be determined in a few weeks for the fiscal year.

William Rines



Item 10A
Averill, Ben <townplanner@wiscasset.org>

Blasting ordinance

5 messages

Wiscasset Water District <wiscwater@myfairpoint.net>

Tue, Jul 5, 2016 at 3:05 PM

To: townplanner@wiscasset.org

Cc: jslack17@roadrunner.com, selectmanflanagan@wiscasset.org

Ben,

Thanks for talking with me regarding the new blasting ordinance that the Town has enacted. I am discouraged that your office didn't communicate this new ordinance with the District or seek our input on the impacts of this ordinance. On a similar note the District has not been receiving copies of the Planning Board agenda or minutes as we have normally in the past. I have on several occasions appeared before or have provided written remarks regarding matters that are before the Planning Board that would impact the District. I would like to ask that copies of future planning board minutes and agenda's be either e-mailed or placed in the mail box located in the town office.

No regarding the Blasting Ordinance. I checked in on whether the request to edit or modify and ordinance would need to go before the selectmen first or to the ORC through your office. I was informed that it would actually go through your office to the ORC then on to the Selectmen. So I am asking you to please forward this request on to the ORC for their consideration. My request would be for the ORC to revise section 10.3.5.

As it reads currently:

10.3 EXCLUSIONS

10.3.5 The sale or use of explosives or blasting agents by the Town of Wiscasset and its agencies acting in their official capacity.

Recommended edit:

10.3 EXCLUSIONS

10.3.5 The sale or use of explosives or blasting agents by the Town of Wiscasset and [insert:] its agencies [insert: and other quasi municipal agencies] acting in their official capacity.

This edit would provide an exemption to the District and its contractors from obtaining this permit or pay these fee's once established for work that pertains to the replacement of critical infrastructure to the municipality and its residents. Water infrastructure work is normally within the public right of way, most of this ordinance relates to activites that require planning board approval, the District's system infrastructure does not require such approvals.

If you have any questions please feel free to contact me and I look forward to hearing back regarding this request.

Thank You

Chris Cossette

Wiscasset Water District

Ben Averill <townplanner@wiscasset.org>
To: Marian Anderson <townmanager@wiscasset.org>

Tue, Jul 5, 2016 at 3:18 PM

Just an FYI

Ben Averill

Town Planner | Office of Planning, Development & Codes | Town of Wiscasset
51 Bath Road | Wiscasset, Maine 04578
Phone: (207) 882-8200 x 106 | Fax: (207) 882-8228
townplanner@wiscasset.org

Per State Law 1 M.R.S. § 401 (3) all communication with a public official (with limited exceptions) is considered public record
[Quoted text hidden]

Ben Averill <townplanner@wiscasset.org>
To: Wiscasset Water District <wiscwater@myfairpoint.net>

Thu, Jul 7, 2016 at 4:15 PM

Hi Chris,

Thank you for your email. I have reviewed the ordinance regarding the Ordinance Review Committee (ORC) as well as spoken with the town manager regarding the process in which ordinance revisions are handled. If there are amendments to ordinances that are not sanctioned from the Board of Selectmen or a committee that makes recommendations to the Board of Selectmen then it first needs to be presented to the select board as an ordinance that needs revision. Once that has taken place and there has been a directive by the Board of Selectmen to modify an ordinance then the ORC will review the ordinance. I have spoken with the town manager and you will be placed on the agenda for the board of selectmen's meeting on July 26th as the meeting next week is very full. Additionally, It is my understanding that our ordinance complies with state statues and is similar in statue to the ordinance that several other municipalities around the state have enacted.. However, if you have information contrary to that statement please bring that to my attention. If you have any questions feel free to contact me. Thank you and have a great afternoon.

Ben Averill

Town Planner | Office of Planning, Development & Codes | Town of Wiscasset
51 Bath Road | Wiscasset, Maine 04578
Phone: (207) 882-8200 x 106 | Fax: (207) 882-8228
townplanner@wiscasset.org

Per State Law 1 M.R.S. § 401 (3) all communication with a public official (with limited exceptions) is considered public record

[Quoted text hidden]

Chris <ccsstt6@netscape.net>
To: Ben Averill <townplanner@wiscasset.org>

Thu, Jul 7, 2016 at 7:17 PM

Sent from my iPhone

[Quoted text hidden]

Chris <ccsstt6@netscape.net>
To: Ben Averill <townplanner@wiscasset.org>

Thu, Jul 7, 2016 at 7:20 PM

My request to you was from the direction of a selectmen. However, from your response I have already made a request to the select board to address the matter.

Chris

10. BLASTING ORDINANCE [6-16]

10.1 AUTHORITY AND SCOPE

10.1.1 This ordinance is enacted pursuant to 30-A M.R.S.A., Section 3001.

10.1.2 This ordinance in no way replaces or negates or relieves any person from compliance with the provisions pertaining to explosives contained under M.R.S.A., part 6, Chapter 318, subchapter 1, as they may be amended, regarding rules for the manufacture, transportation, storage, and use of explosive materials. This ordinance is supplemental to the State Statute, and the Town of Wiscasset expects firms or persons conducting blasting activities to be in compliance with said statute.

10.2 PURPOSE

Because the transport, storage and use, including detonation, of explosive material (hereinafter referred to as blasting activities) are inherently dangerous, and because blasting activities may involve risks of psychological, physical, economic or nuisance damage to persons, property, geologic and hydro-geological resources, wildlife resources and the environment in the Town of Wiscasset, it is the purpose of this ordinance to secure and promote the public health, safety and welfare of the inhabitants of Wiscasset by controlling and regulating blasting activities in the Town and to require that firms or individuals who engage in such activities accept and assume strict liability for them.

10.3 EXCLUSIONS

This ordinance does not apply to:

10.3.1 The Armed forces of the United States or the State Militia;

10.3.2 Explosives in forms prescribed by the official United States Pharmacopoeia;

10.3.3 Possession, transportation and use of small arms, small arms ammunition including smokeless or black powder when possessed for noncommercial purposes in quantities of five pounds or less;

10.3.4 The sale or use of fireworks; and

10.3.5 The sale or use of explosives or blasting agents by the Town of Wiscasset and its agencies acting in their official capacity.

10.4 DEFINITIONS

Applicant: The person, company or corporation identified on the application for a blasting permit as responsible and accountable for managing and conducting the requested blasting operations.

Blasting: The use of one or more explosive to break up or otherwise aid in the extraction of rock, earth or other materials.

Blast Site: The location or locations in which the explosive materials will explode when detonated.

Blast Zone: The area within a radius of 1,000 feet of the blast site.

Business Day: Any day that is not a Saturday, Sunday or a legal holiday observed under the laws of the United States.

Explosive: Any chemical compound, mixture or device, the primary or common purpose of which is to function by explosion.

Strict Liability: Liability to others for personal injury and property damage without regard to fault or negligence arising from inherently dangerous activities, herein regarding blasting.

Structure: Anything built for the support, shelter or enclosure of persons, animals, goods or property of any kind, together with anything constructed or erected with a fixed location on or in the ground. The term includes structures temporarily or permanently located, such as decks and satellite dishes.

Unforeseen Circumstance: A minor, unforeseen blasting need which arises in the completion of a previously permitted building project.

10.5 PERMITS

The following permits are required:

10.5.1 A permit from the Maine Commissioner of Public Safety is required to manufacture, store, transport, use or detonate explosives within the Town of Wiscasset.

10.5.2 A Blasting Permit issued by the Code Enforcement Officer is required for blasting within the Town of Wiscasset. Application for a Blasting Permit shall be made in writing to the Code Enforcement Officer and shall set forth the purpose of obtaining the blasting permit. Blasting that requires filling and/or earth moving in excess of 100 cubic yards or that will be carried out in connection with any other activity or use that requires Planning Board approval shall require Planning Board approval before a

blasting permit is issued. The following information shall be submitted in the application:

- 10.5.2.1 Name, address, phone number of the applicant.
 - 10.5.2.2 Names of individual(s) who shall actually be doing the blasting and a photocopy of each such identified person's current Maine explosives permit issued by the Commissioner of Public Safety.
 - 10.5.2.3 Name of the insurer, policy number and agent providing insurance coverage as required by this ordinance.
 - 10.5.2.4 Location listing tax map and lot number and date of proposed blasting and a description of the precise location of the blast site.
 - 10.5.2.5 Procedure for pre- and post-blasting inspections.
 - 10.5.2.6 Such other information as may be required by the Code Enforcement Officer to decide the application.
 - 10.5.2.7 The application shall be accompanied by a fee which is set by the Board of Selectmen.
 - 10.5.2.8 The application shall provide a space for comments by the Planning & Development Department and Fire Chief.
- 10.5.3 A true copy of the permit issued by the Town of Wiscasset shall be conspicuously posted at the job site.
- 10.5.4 A Blasting Permit shall be valid for six (6) months from the date of issuance.

10.6 BOND AND PROOF OF INSURANCE

The applicant shall submit with the application a certificate of insurance issued by an insurance carrier authorized to conduct business in the State of Maine showing that comprehensive liability insurance is in full force and effect for the blasting operations to be carried out by applicant in the Town of Wiscasset, for all personal injury and property damage arising out of blasting operations including completed operations, contractual liability, explosion, underground and collapse, in an amount not less than \$2,000,000 per occurrence, combined single limit. Said certificate shall indicate the effective dates of the liability coverage, the name and address of the agent or broker through whom the insurance coverage was issued and who is responsible for attesting to the existence of the insurance coverage. Said certificate shall provide for 10 days' advance written notice to the Code Enforcement Officer in the event the insurance policy is

canceled, terminated or modified and receipt of such notice of termination shall be grounds to revoke a permit for blasting.

10.7 INDEMNIFICATION

By accepting a Blasting Permit under this ordinance, the applicant agrees, as a condition of the permit, to indemnify and hold harmless the Town of Wiscasset and its agents and employees from and against all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from the performance of the applicant's blasting operations, provided each claim, damage, loss or expense is attributed to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the blast itself), including the loss of use as a result, caused in whole or in part by any act or omission of the applicant, anyone directly or indirectly employed by them, or anyone for whose acts applicant may be liable.

10.8 PROCEDURE

The Code Enforcement Officer shall act upon a Blasting Permit application within 10 business days from receipt of a complete application, but not before Planning Board approval if the blasting will be carried out in connection with an activity or use that requires Planning Board approval. The Code Enforcement Officer shall notify the applicant in writing by first class mail within five business days after acting upon the application. For an unforeseen circumstance as defined in Section 10.4 of this ordinance, the Code Enforcement Officer may issue a temporary blasting permit, which shall be valid for no more than 48 hours.

10.9 STRICT LIABILITY

By accepting a Blasting Permit under this ordinance, the applicant agrees, as a condition of the permit, to be strictly liable for personal injury and property damage arising from blasting operations conducted by applicant in the Town of Wiscasset.

10.10 PRE-BLAST NOTIFICATION AND INSPECTION

10.10.1 Except in the case of a temporary blasting permit for an unforeseen circumstance, the applicant must provide written notification at least ten business days before the commencement of the initial blast (the "waiting period") to all the owners of properties abutting the property on which the blasting will occur and to all owners of structures within the blast zone. At the discretion of the Code Enforcement Officer, the waiting period required under this section may be shortened if all owners who requested a pre-blast inspection during the 5-business-day window described in

Section 10.10.3 below have received a pre-blast inspection report. Notification will be conducted as follows:

10.10.1.1 Notification via certified mail, return receipt, must be provided at applicant's expense to the property owners referenced in Section 10.10.1 above at the most recent address listed in the records maintained by the Town of Wiscasset; or

10.10.1.2 Alternatively, if the notice is hand-delivered, proof of delivery of the required notice must be obtained as evidenced by the signature of an occupant of the structure who is not a minor. The signed receipt must indicate whether or not the signing occupant is the owner of the property. If the signing occupant is not the owner of the property, then written notification to the property owner is not excused and must be provided as set forth in the above Section.

10.10.2 The written notification must describe the blasting that will take place, including dates and times, or a range of dates and times, when blasting may occur, its possible effect on the owners or residents, the ability to obtain, at applicant's expense a pre-blast and post-blast inspection of structures and wells, instructions about how and where to contact the applicant, or his/her representative concerning blast-related complaints or claims.

10.10.3 The written notification must include a mailing address and telephone number that property owners can use to obtain information or, to request at no cost, pre-blast/post-blast inspections. Property owners must be given a five-business day window to request pre-blast/post-blast inspection. Property owners are not obliged to accept a pre-blast/post-blast inspection offer.

10.10.4 Prior to detonation of explosives, the applicant must provide to the Code Enforcement Officer a list of all parties and property owners notified under Sections 10.10.1, 10.10.2, and 10.10.3, including whether or not a pre-blast inspection request was received by the applicant in each case. Applicant shall also make certification that all requests for pre-blast inspection have been carried out.

10.10.5 The pre-blast inspection must contain complete documentation of all visible interior and exterior defects observed at the structure(s). Interior and exterior photographs, or video documentation of structures containing observed defects must be identifiable as to the property, structure, location, and date recorded.

10.10.6 Water quality protection: Water is a precious resource and measures shall be taken to protect and preserve groundwater quality. Wells within the blast zone shall be tested for quality/quantity and turbidity pre-blast and post-blast with post-blast testing to be done no sooner than 24 hours or not later than 72 hours following the final detonation. Testing shall be conducted by the Maine Health & Environmental Testing Laboratory using "Test A" at the expense of the applicant.

10.10.7 The date and location of each inspection and/or test and the name of the person or firm performing the inspection or making the test must be recorded in written form along with a description of observed defects and/or well water test results.

10.10.8 Before the first blast, a copy of the pre-blast inspection and test results shall be provided upon request, by the applicant, without charge to each property owner or occupant. Additionally, when requested, a copy shall be provided by the applicant without charge to the Code Enforcement Officer.

10.10.9 Not later than ten business days after completion of blasting operations, applicant shall, at applicant's expense, provide post-blast inspection and well-test reports to property owners and residents who previously requested same under the provisions above. Water for post-blast well tests shall be drawn not less than 24 hours or more than 72 hours from time of the final blast. The owner may request an additional test of the water quality/quantity within 90 days of the initial post-blast test and the applicant shall provide such additional test at the applicant's expense.

10.10.10 Content and documentation of post-blast inspections shall be the same as required for pre-blast inspections.

10.10.11 Certification by the applicant that all initial post-blast inspections and tests have been completed, including all the names and addresses, must be provided to the Code Enforcement Officer within 15 business days following the completion of blasting operations.

10.11 RESTRICTIONS

Detonation may take place no earlier than 8 a.m. and no later than 6 p.m. and only on business days, as defined in Section 10.4 of this ordinance.

10.12 CONFLICT

Whenever the requirements of provisions of this ordinance are in conflict with the provisions of any other ordinance or statute, the most restrictive requirements will apply.

10.13 SEVERABILITY

The provisions of this ordinance are severable and it is the intention to confer the whole or any part of the powers herein provided for. If any provision of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, that portion will be deemed a separate provision and will not affect any remaining provision of the ordinance. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such unconstitutional provision was not included.

10.14 ADMINISTRATION AND ENFORCEMENT

This ordinance shall be administered and enforced by the Town of Wiscasset Code Enforcement Officer. Noncompliance with any provision of this ordinance or with any condition attached to a permit granted under this ordinance shall be grounds for revocation of a permit, and shall constitute a civil violation for which shall be imposed a minimum penalty of \$100 and a maximum penalty of \$1,500. Each day that the violation is not corrected after notice of violation will be considered an additional, separate violation. Upon becoming aware of a violation, the Code Enforcement Officer shall serve written notice upon the person or persons responsible for the violation and order corrective action, where applicable. If such notice does not result in correction or abatement of the violation, the Board of Selectmen is authorized to institute any and all actions or proceedings, legal or equitable, that may be necessary or appropriate to enforce the provisions of this ordinance and obtain the civil penalties provided for herein.



Maine Municipal Association

60 COMMUNITY DRIVE
AUGUSTA, MAINE 04330-9486
(207) 623-8428
www.memun.org

item 10c

To: All Elected Municipal Officers
Key Municipal Officials

Fr: Geoff Herman

Re: Proposals to consider submitting to the Legislature in 2017

Date: July 5, 2016

The 70 members of MMA's Legislative Policy Committee (LPC) are in the process of being elected by Maine's boards of selectpersons and town and city councils. After the election is completed in early August, the LPC's first task will be to develop a legislative agenda for the next two-year period.

The 186 Senators and Representatives that will make up the 128th Maine State Legislature will be elected to office in November.

The purpose of this survey is to generate ideas for legislation that might adjust programs, amend problematic statute, redirect resources, improve taxation policy or otherwise help municipalities provide local government services to their citizens. As the LPC takes up the task of developing a legislative agenda, the most important information we can provide as staff is a list of the highest priority proposals that you, the state's municipal leaders, believe the Legislature should consider.

A survey seeking your ideas on municipal issues of the highest priority is provided under this memo, along with a postage-paid return envelope to encourage your participation. For background information we have also included a summary of the legislative agendas MMA has advanced over the last 10 biennia.

It would be most helpful if you could return this survey by Friday, August 5th. Thank you very much for being willing to participate in this survey process.

COPY

2016 Issues Survey

(To guide the development of MMA's 2017-2018 legislative agenda)

The following survey is substantially lifted from an Issues Survey MMA conducted nearly 30 years ago (1988). Although a few items have been added (e.g., broadband expansion, renewable energy) and a few subtracted (e.g., concealed weapons permitting, cable t.v.) from the 1988 list, it is remarkable how the fundamental issues of concern do not change much over time.

Your name: _____

Your municipality: _____

- Please rank each of the following potential legislative issues according to their importance or the challenge they pose to your municipality. 1 indicates the lowest importance or least challenge and 5 indicates the highest importance or greatest challenge. (circle your response)

Economic and Community Development

Importance

Table with 8 rows of issues and 5 columns of importance ratings (1-5).

Education

Importance

Table with 4 rows of issues and 5 columns of importance ratings (1-5).

Taxation

Importance

Table with 6 rows of issues and 5 columns of importance ratings (1-5).

Selected core municipal and administrative functions

Importance

Table with 7 rows of issues and 5 columns of importance ratings (1-5).

Intergovernmental financing/Intergovernmental functioning

Importance

26. Cooperation from state agencies	1	2	3	4	5
27. State mandates	1	2	3	4	5
28. County jail funding	1	2	3	4	5
29. County government, generally	1	2	3	4	5
30. Local Road Assistance Program	1	2	3	4	5
31. Municipal revenue sharing	1	2	3	4	5

COPY

Municipalities as employers

Importance

32. Workers' Compensation costs	1	2	3	4	5
33. Employee benefits/retirement costs	1	2	3	4	5
34. Recruiting/retaining employees and volunteers	1	2	3	4	5
35. Aging municipal workforce	1	2	3	4	5

Energy and Environment

Importance

36. Energy conservation/renewable energy systems	1	2	3	4	5
37. Environmental quality	1	2	3	4	5
38. Shoreland zoning administration	1	2	3	4	5
39. Environmental regulations, generally	1	2	3	4	5

Other (you tell us)

- 40. _____
- 41. _____
- 42. _____

II. If you had to choose only 3 of the above issues for MMA to address through legislation in 2017, what would they be? (Example: #7, #12 and #24) _____

III. For issues indicated above as very high on the importance scale, is there a specific legislative approach you would recommend to address the issue?

Please return the completed survey in the postage-paid envelope or by fax (624-0129) no later than Friday, August 5, 2016.

Thank you very much for participating.



Maine Municipal Association

MMA's Legislative Agenda: 1997-2016

A brief review of the Association's legislative platforms over the last several biennia reveals MMA's longstanding interest in the area of tax policy.

1997-1998. During the 118th Legislature, MMA pushed for comprehensive tax reform that included the creation of a \$20,000 "Homestead" property tax exemption to help balance the state tax code's over-reliance on property tax revenue. That bill was quickly killed in committee. In 1998, however, a \$7,000 Homestead property tax exemption was enacted.

1999-2000. MMA advocated for a five-plank platform during the 1999-2000 legislative biennium that included an improved Local Road Assistance program, a more accountable school budget development process at the school district level, and the establishment of standards of eligibility for the "charitable" property tax exemption. Success was achieved on four of the five planks. All attempts to put more accountability in the charitable exemption law were killed in committee.

2001-2002. A seven-plank program was advanced during the 120th Legislature, including a proposal to increase municipal revenue sharing, address once again the "charitable" exemption law, close a loophole regarding the tax exemption for "pollution control" equipment, and improve the reimbursement formula governing the "current use" tax programs. Only the revenue sharing increase was enacted, but the actual implementation of that increase was repeatedly delayed by the Legislature subsequent to its enactment, and the increase was ultimately repealed in 2009.

2003-2004. "Question 1A" represented MMA's entire legislative platform during the 121st Legislature. The failure of the Legislature to tackle the related issues of tax reform and property tax relief prompted MMA to proceed with the citizen-initiative approach in 2002. The "School Finance and Tax Reform Act of 2003" – what came to be known as "Question 1A" – was developed within MMA in 2002 by a group of 12 municipal leaders from across the state. The initiative was presented to the Legislature after it received a record 100,000 signatures of support in November 2002. For the next 18 months it was fiercely opposed by the political, media and business establishment before finally being adopted by the voters on June 8, 2004.

2005-2006. MMA's LPC adopted an eight-plank legislative platform for the 122nd Legislature, including proposals to give municipalities more authority over street light ownership and operations, restrict the state from scheduling statewide bond referenda outside of the normal primary and general election schedules, and ensure that motor vehicle fine revenue earmarked for local government actually gets distributed to the towns, cities and counties that are entitled to receive that financial support. In addition to MMA's legislative platform, the Association closely monitored the Legislature's enactment of its "property tax reform" legislation (LD 1) in 2005. LD 1 was the Legislature's replacement version of the initiative adopted by the voters on June 8, 2004.

2007-2008. During this biennium, MMA advanced proposed changes in law that would: (1) bring more accountability and stability to the Tree Growth "current use" tax program; (2) establish more predictability and stability in the revenue sharing distribution system; (3) enhance the ability of municipalities to charge tax exempt institutions certain service fees to help pay for the municipal services the exempt corporations receive; and (4) further develop

Legislative & Advocacy

- [Overview](#)
- [Legislative Policy Committee](#)
- [SFR Staff Contact & Bios](#)
- [Resources & Publications](#)
- [Legislative Agenda 1997-2016](#)
- [LPC Handbook](#)
- [Legislative Policy Committee Members](#)
- [LPC Subcommittee Members](#)

Related links

- [Legislative Bulletin](#)
- [Maine Townsman](#)
- [Federal Issues Paper](#)
- [Municipal Priorities Paper](#)
- [State-Municipal Partnership Programs: Past, Present and Future](#)
- [Maine's Federal Delegates Contact Information](#)

dedicated to: (1) stopping legislative raids on municipal revenue sharing; (2) reversing the trend by moving toward, rather than away from, the state's obligation to fund 55% of the cost of K-12 education; (3) making sure that appropriate investments are made in the state's transportation infrastructure; and (4) finding alternative sources of financial assistance and more cost effective ways for municipalities to comply with the wastewater, drinking water and stormwater mandates embedded within the federal Clean Water Act. In conjunction with its "protect the core" mission, the LPC advanced six specific pieces of legislation proposing to: (1) issue a \$100 million transportation bond; (2) provide greater municipal representation in the state road turnback process; (3) provide state aid for repairing public infrastructure damages resulting from a localized natural disaster; (4) directly link the cash circuitbreaker benefit with the responsibility to pay property taxes; (5) require the state to pay at least 90% of the costs of the "quality assurance review" mandate the Legislature imposed on the Public Safety Answering Points (PSAPs) for medically-related E-9-1-1 calls; and (6) create a limited exemption to the "public records" definition for e-mail addresses in the municipality's possession that are used exclusively for providing one-way notifications.

Despite the Association's "protect the core" efforts, the FY 2014-2015 budget adopted by the Legislature in 2013 transferred to state coffers an additional \$159 million in municipal revenue sharing resources over the biennium. A \$100 million transportation bond and \$10 million water quality protection bond were approved by the Legislature and sent to the voters. The public records legislation was enacted. As a result of the Legislature's action to repeal the Circuitbreaker program and replace it with a "property tax fairness credit" embedded into the state's income tax code, the legislation seeking to link circuitbreaker cash benefits with the responsibility to pay property taxes was no longer necessary. The state road turnback bill was killed at the Committee level, as were the localized natural disaster and medically related E-9-1-1 quality assurance review bills.

2015-2016. Ten legislative initiatives were advanced by MMA's LPC over the 2015-2016 biennium. For the first time in the Association's history, a \$10 million bond proposal for the purpose of enhancing municipal efforts to expand high-speed broadband capacity was advanced by MMA, as well as a more traditional \$100 million highway and bridge bond. In the area of transportation, MMA's legislative agenda also included a proposal to restructure and modernize the state's "gas tax" in order to more adequately capitalize the state's Highway Fund, and a separate proposal to restore full funding for the Local Road Assistance Program (which the Legislature recently cut by 10%) was also advanced.

Two reverse-the-mandate bills were included in the package, one of which would give over to state government the task of administering the General Assistance program and the other of which would eliminate the building code mandate imposed six years ago on municipalities with populations over 4,000. Two proposals rounded out the legislative agenda. One would allow municipalities to organize their fire departments in a way that would require financial contributions from all property owners, even tax exempt institutions. The other gave municipalities some level of intervention authority in order to prevent abandoned buildings from becoming completely dilapidated.

The abandoned property legislation was enacted, and two transportation bond proposals – one for \$100 million and the other for \$85 million – were approved by the Legislature over the course of this biennium and sent to the voters. The remaining proposals in the legislative agenda, however, were ultimately rejected.



Maine Municipal Association

60 COMMUNITY DRIVE
AUGUSTA, MAINE 04330-9486
(207) 623-8428
www.memun.org

Item 106

TO: Key Municipal Officials of MMA Member Cities, Towns and Plantations
FROM: Stephen W. Gove, MMA Executive Director
DATE: July 5, 2016
SUBJECT: MMA Annual Election - Vice President and Executive Committee Members

Deadline: Friday, August 12, 2016 by 12:00 noon

Nomination Process – Each year member municipalities have an opportunity to vote on the election of the proposed MMA Vice President and municipal officials to serve on the MMA Executive Committee. A five-member Nominating Committee was appointed in March to review nominations submitted by municipal officials and conduct interviews with those municipal officials qualifying and interested in serving as the MMA Vice President and Executive Committee. The MMA Nominating Committee completed its task in May and put forth a Proposed Slate of Nominees for 2017 to member municipalities.

Petition Process – As part of the May mailing, information was also provided on the MMA Petition Process. Pursuant to the MMA Bylaws, nominations may also be made by Petition signed by a majority of the municipal officers in each of at least 5 member municipalities. The deadline for receipt of nominations by petition was Friday, July 1, by 4:30 pm. There were no municipal officials nominated by petition.

It is now time for each member municipality to cast its official vote.

Election Process – Enclosed you will find the MMA Voting Ballot which includes the proposed Slate of Nominees to serve on the MMA Executive Committee as selected by the MMA Nominating Committee. A brief biographical sketch on each nominee listed on the MMA Voting Ballot is enclosed for your reference. You will note that unlike municipal elections, MMA does not provide for "Write-in Candidates" since our process includes an opportunity to nominate a candidate by petition, as noted above.

The MMA Voting Ballot must be signed by a majority of the municipal officers or a municipal official designated by a majority of the municipal officers, and received by the Maine Municipal Association by 12:00 noon on Friday, August 12. We have enclosed a self-addressed self-stamped envelope for your convenience. The MMA Voting Ballots will be counted that afternoon and the election results confirmed under the direction of MMA President Stephan Bunker.

Election results will be available by contacting the MMA Executive Office or by visiting the MMA website at www.memun.org on Friday, August 12, after 4:00 p.m. A formal announcement of the election results will be made at the MMA Annual Business Meeting being held **Wednesday, October 5, at the Bangor Cross Insurance Center**. Newly elected Executive Committee members will be introduced at the MMA Awards Luncheon and Annual Business Meeting and officially take office on January 1, 2017.

If you have any questions on the Election Process, please contact Theresa Chavarie at 1-800-452-8786 or in the Augusta area at 623-8428, or by e-mail at tchavarie@memun.org. Thank you.

COPY

**MAINE MUNICIPAL ASSOCIATION
VOTING BALLOT**

Election of Vice President and Executive Committee Members
Deadline for Receipt of Voting Ballots – 12:00 noon on Friday, August 12, 2016

VICE-PRESIDENT - 1 YEAR TERM

Vote for One

Proposed by MMA Nominating Committee:

Linda Cohen, Councilor, City of South Portland

DIRECTORS - 3 YEAR TERM

Vote for Three

Proposed by MMA Nominating Committee:

James Gardner, Jr., Town Manager, Town of Easton

Christine Landes, Town Manager, Town of Bethel

Mary Sabins, Town Manager, Town of Vassalboro

Please note that unlike municipal elections, MMA does not provide for "Write-in Candidates" since our process includes an opportunity to nominate a candidate by petition.

The Voting Ballot may be cast by a majority of the municipal officers, or a municipal official designated by a majority of the municipal officers of each Municipal member.

Date: _____ Municipality: _____

Signed by a Municipal Official designated by a majority of Municipal Officers:

Print Name: _____ Signature: _____

Position: _____

OR Signed by a Majority of Municipal Officers Current # of Municipal Officers: _____

Print Names: _____ Signatures: _____

Return To:
MMA Annual Election
Maine Municipal Association
60 Community Drive
Augusta, Maine 04330
FAX: (207) 626-3358 or 626-5947
Email: tchavarie@memun.org

**MAINE MUNICIPAL ASSOCIATION
EXECUTIVE COMMITTEE**

**BIOGRAPHICAL SKETCH OF
PROPOSED SLATE OF NOMINEES FOR 2017**

**MMA VICE PRESIDENT
(1-Year Term)**

LINDA COHEN, COUNCILOR, CITY OF SOUTH PORTLAND

Professional & Municipal Experience:

- City of South Portland, Maine – City Council (December 2012 – present; Mayor 2014-2015)
- City of Portland, Maine – City Clerk (June 2001 – January 2011)
- City of South Portland, Maine – City Clerk (January 1989 – June 2001)
- Cross Country Mortgage, Mortgage Loan Originator (PT) (January 2016 – present)
- Bangor Savings Bank, Assistant Vice President (December 2014 – January 2016)
- Learning Works, Director of Development (January 2013 – December 2014)
- PMAC Lending Services, Mortgage Loan Originator (PT) (August 2011 – December 2014)
- City of Auburn, Consultant/City Clerk Hiring Committee (October 2011 – July 2012)

Education:

- University of Southern Maine – BS, Business Administration
- Southern Maine Vocational Technical Institute, Associate Degree, Law Enforcement
- Master Municipal Clerk – International Institute of Municipal Clerks
- Certified Clerk of Maine – Maine Town & City Clerks Association
- Maine Notary Public
- Maine Dedimus Justice
- Licensed Maine Mortgage Loan Originator

Other Experience, Committees and Affiliations:

- Member, Maine Municipal Association Executive Committee (April 2013 – present)
- Member, Maine Municipal Association Property & Casualty Pool Board of Directors (2013 – present)
- Member, Maine Municipal Association Workers Compensation Board of Trustees, (2013 – present)
- Member, MMA Nominating Committee (2013)
- Member or Alternate, Maine Municipal Association Legislative Policy Committee (1989 – 2011)
- Member, Maine Town & City Clerks Association (Served as President two terms and as Chair of the Legislative Policy Committee) (January 1989 – present)
- Member, New England Association of City & Town Clerks (Former President; served on Budget Committee, Legislative Committee, Two New England Conference Planning Committees) (1989 – 2015)

Awards and Certifications:

- Maine Town & City Clerks Association, Ethelyn Stuart Marthia Award – 2011
- Maine Legislative Sentiment – 1999 and 2011
- Maine Town & City Clerks Association, Maine Clerk of the Year – 1999
- Maine Town & City Clerks Association, Lorraine Fleury Award - 1995

Other Experience, Committees and Affiliations:

- Member, Oxford County Emergency Communications Governing Board
- Member, International City Management Association
- Member, Maine Town, City & County Management Association
- Member, Alder River Grange in East Bethel
- Ex-Officio Member, Mahoosuc Pathways Board of Directors
- Manager, Bethel Regional Airport

MARY SABINS, TOWN MANAGER, TOWN OF VASSALBORO

Professional & Municipal Experience:

- Town of Vassalboro, Maine – Town Manager/Treasurer/Tax Collector (June 2008 – present)
- Town of Chelsea, Maine – Town Manager/ Treasurer/Tax Collector/General Assistance Administrator/Road Commissioner (July 2006 – June 2007)
- Maine School Administrative District #40, Warren, Maine – Facilities Director/Food Service Director (March 2005 – June 2006)
- Town of Windsor, Maine – Town Manager/Treasurer/Tax Collector/General Assistance Administrator (April 2001 – March 2005)
- Town of Hope, Maine – Town Administrator/Treasurer/General Assistance Administrator (July 1997 – April 2001)

Other Experience, Committees and Affiliations:

- Member, Maine Municipal Association Executive Committee (2014 – present)
- Member, Maine Municipal Association Strategic & Finance Committee (2014 – present)
- Chairperson, Maine Municipal Association Strategic & Finance Committee (2016)
- Member, Maine Municipal Association Property & Casualty Pool Board of Directors (2014 – present)
- Member, Maine Municipal Association Workers Compensation Fund Board of Trustees, (2014 – present)
- Member, Appointed by MMA Executive Committee to serve on MMEHT Selection Committee (2015-2016)
- Member, Maine Town, City & County Municipal Management Association
- Member of Communications Committee, Maine Town, City & County Municipal Management Association (2015)
- Director, Board of Kennebec Valley Council of Government
- City of Augusta, Maine – Internship with City Manager (September 2000 – December 2000)
- Town of Union, Maine – Certified Town Clerk/Tax Collector/Occasional Acting Town Manager (May 1988 – June 1997)
- As the wife of a volunteer firefighter and EMS worker, I have volunteered often in support of our hometown fire and ambulance services.

Education:

- BS in Business Administration with Management Major from University of Maine at Augusta.

Awards and Certifications:

- Qualified as a Certified Public Manager, Maine Town, City & County Management Association (2016)

Item 10d

Dept	Account	2015- 2016 Approved Budget	2015-2016 YTD 06/30/16	Balance	% spent of 2015- 2016 budget
25-01	ADMINISTRATION	\$ 168,295	\$ 176,955	\$ (8,660)	105.1%
72-01	AIRPORT	\$ 283,175	\$ 246,244	\$ 36,931	87.0%
27-09	ANIMAL CONTROL	\$ 10,390	\$ 7,758	\$ 2,632	74.7%
25-05	ASSESSING	\$ 6,490	\$ 3,370	\$ 3,120	51.9%
25-32	BOARDS & COMMITTEES	\$ 1,611	\$ 418	\$ 1,193	25.9%
53-14	CAPITAL IMPROVEMENT	\$ 461,251	\$ 404,782	\$ 56,469	87.8%
25-31	CELEBRATIONS	\$ 14,500	\$ 11,922	\$ 2,578	82.2%
31-11	CEMETERIES	\$ 83,322	\$ 52,585	\$ 30,737	63.1%
25-33	CODE ENFORCEMENT	\$ 48,032	\$ 46,411	\$ 1,621	96.6%
45-15	COMMUNITY ORG/WP LIBRARY	\$ 68,950	\$ 68,950	\$ -	100.0%
25-11	CONTIGENCY	\$ 62,071	\$ 51,415	\$ 10,656	82.8%
25-30	CONTRACTUAL SERVICES	\$ 106,660	\$ 136,377	\$ (29,717)	127.9%
14-99	COUNTY TAX	\$ 529,762	\$ 547,354	\$ (17,592)	103.3%
25-08	ELECTIONS	\$ 15,900	\$ 9,754	\$ 6,146	61.3%
78-01	EMS	\$ 286,288	\$ 326,107	\$ (39,819)	113.9%
25-06	FINANCE	\$ 200,475	\$ 199,357	\$ 1,118	99.4%
27-02	FIRE	\$ 109,636	\$ 115,055	\$ (5,419)	104.9%
25-34	GENERAL ASSISTANCE	\$ 20,510	\$ 12,811	\$ 7,699	62.5%
25-12	MUNICIPAL BUILDING	\$ 60,155	\$ 56,690	\$ 3,465	94.2%
25-35	MUNICIPAL INS./UNEMPLOY	\$ 100,938	\$ 56,023	\$ 44,915	55.5%
25-02	OFFICE OF SELECTBOARD	\$ 27,380	\$ 25,388	\$ 1,992	92.7%
79-01	PARKS & RECREATION	\$ 742,673	\$ 745,312	\$ (2,639)	100.4%
25-17	PLANNING	\$ 68,261	\$ 59,468	\$ 8,793	87.1%
27-01	POLICE	\$ 394,160	\$ 440,983	\$ (46,823)	111.9%
25-37	PUBLIC UTILITIES	\$ 204,600	\$ 203,372	\$ 1,228	99.4%
31-03	PUBLIC WORKS	\$ 679,997	\$ 643,031	\$ 36,966	94.6%
240-35	RETIREE HEALTH INSURANCE	\$ 26,085	\$ 26,863	\$ (778)	103.0%
77-01	SENIOR CENTER	\$ 25,777	\$ 19,361	\$ 6,416	75.1%
45-04	SHELLFISH	\$ 10,630	\$ 11,120	\$ (490)	104.6%
25-36	TAN INTEREST	\$ 17,000	\$ 1,800	\$ 15,200	10.6%
25-07	TOWN CLERK	\$ 64,169	\$ 82,936	\$ (18,767)	129.2%
76-01	TRANSFER STATION	\$ 528,890	\$ 530,295	\$ (1,405)	100.3%
74-01	WASTEWATER	\$ 478,084	\$ 389,594	\$ 88,490	81.5%
73-01	WATERFRONT	\$ 43,054	\$ 35,959	\$ 7,095	83.5%
	Totals	\$ 5,949,171	\$ 5,745,820	\$ 203,350	96.6%

HM Payson Monthly Statement of Wiscasset Accounts

Account Name	Market Value as of 04/30/2016	Market Value as of 05/31/2016	Market Value as of 06/30/2016
Montsweag Dam Reserve Fund	\$ 117,220.35	\$ 118,818.88	\$ 118,384.64
Cemetery Trust Fund	\$ 1,591,161.51	\$ 1,612,860.04	\$ 1,606,965.64
General John French Scholarship	\$ 45,808.68	\$ 46,433.37	\$ 43,263.68
Jackson Cemetery Fund	\$ 21,769.00	\$ 22,065.86	\$ 21,958.22
Larabee Band Fund	\$ 526,847.44	\$ 534,032.01	\$ 532,080.32
Haggett Scholarship Fund	\$ 10,874.27	\$ 11,022.56	\$ 10,982.27
Mary Bailey Fund	\$ 320,877.43	\$ 325,253.21	\$ 324,064.53
Seth Wingren Fund	\$ 20,163.02	\$ 20,437.98	\$ 20,363.29
Wiscasset Community Center Endowment Fund	\$ 2,284.36	\$ 2,315.51	\$ 2,307.05
Cooper-Diperrri Scholarship Fund	\$ 41,833.84	\$ 42,404.32	\$ 32,045.77
Recreation Scholarship	\$ 590.29	\$ 598.34	\$ 596.16
Town of Wiscasset Edowment Fund Total	\$ 2,699,430.19	\$ 2,736,242.08	\$ 2,713,011.57
Town of Wiscasset Capital Reserve	\$ 1,890,108.83	\$ 1,910,258.35	\$ 1,905,482.24
Town of Wiscasset Construction Reserve	\$ 2,154,126.73	\$ 2,177,090.81	\$ 2,171,647.55
Town of Wiscasset Equipment Reserve	\$ 3,379,333.42	\$ 3,415,358.83	\$ 3,406,819.60
Town of Wiscasset Furnace Replacement Reserve	\$ 265,846.77	\$ 268,680.83	\$ 268,009.06
Town of Wiscasset Major Repairs Reserve	\$ 358,116.87	\$ 361,934.58	\$ 361,029.65
Town of Wiscasset Recreation Building Reserve	\$ 1,463,886.40	\$ 1,479,492.17	\$ 1,475,793.08
Town of Wiscasset Retirement Health Insurance Reserve	\$ 358,941.62	\$ 362,768.12	\$ 361,861.11
Town of Wiscasset Roof Repair Reserve	\$ 244,123.79	\$ 246,726.28	\$ 246,109.40
Town of Wiscasset Sale of Cemetery Lots Reserve	\$ 66,685.77	\$ 67,396.67	\$ 67,228.16
Town of Wiscasset Highway Department Capital Reserve	\$ 1,718.51	\$ 1,736.83	\$ 1,732.49
Town of Wiscasset Fire Department Vehicle Capital Reserve	\$ 2,291.37	\$ 2,315.79	\$ 2,310.00
Town of Wiscasset Reserve Funds Total	\$ 10,185,180.08	\$ 10,293,759.26	\$ 10,268,022.34