

WISCASSET BOARD OF SELECTMEN,  
BOARD OF ASSESSORS, AND OVERSEERS OF THE POOR  
JULY 26, 2016

Preliminary Minutes

Tape recorded meeting

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 5 p.m. and **moved that the Board of Selectmen go into Executive Session with legal counsel pursuant to 1 MRSA §405 (6)(E) for the purpose of discussing Mason Station. Vote 4-1-0 (Rines opposed and did not attend the executive session.) Judy Flanagan moved to exit executive session. Vote 4-0-0.**

The chair called the meeting to order at 6:01 p.m.

1. Pledge of Allegiance

2. Approval of Treasurer's Warrants

**David Cherry moved to approve the payroll warrants of July 15 and July 22, 2016. Vote 5-0-0.  
David Cherry moved to approve the accounts payable warrants of July 13, 19 and 26, 2016. Vote 5-0-0.**

3. Approval of Minutes

**David Cherry moved to approve the minutes of July 12, 2016. Vote 5-0-0.**

4. Special Presentations or Awards

a. Pamela Emery: All were invited to attend her retirement party on July 28 at the Wiscasset Senior Center. Judy Flanagan thanked Pam for the many hours she had worked at the facility.

b. EMS Director Toby Martin: Martin said a 76-year old member is retiring after 12 years of service and a plaque commemorating his service will be presented. Judy Flanagan expressed gratitude to him on behalf of the select board.

5. Committee appointments – none

(Cordelia Oehmig has withdrawn her application.)

6. Public Hearings – none

7. Public Comment – none

8. Department head or committee chair

a. Wiscasset Municipal Airport Hangar Lease Agreements: Frank Costa provided copies of the three current leases.

b. See submitted Department Head reports for June.

#### 9. Unfinished Business

a. Discussion on CMP's request for two-year option to purchase: The option agreement for 32 acres has been reviewed by counsel. Fourteen acres of that parcel are already encumbered by an easement. Peggy Dwyer, CMP, said a two-year option would allow CMP time for the necessary due diligence. The offering price would be the appraised fair market value; \$1,000 paid with the option would be the down payment. **Jeff Slack moved to sign option to purchase land to Central Maine Power Company for \$1,000. Vote 5-0-0.**

b. White's Island Discussion – Steve Walker, Maine Coast Heritage Trust – Postponed to August 2.

#### 10. New Business

a. Wiscasset Water District – request of Christ Cossette to have the Town's blasting ordinance exempt the District and its contractors from the permit provisions of the Wiscasset Blasting Ordinance: David Cherry said he saw no reason to exempt the Water District or any of the town agencies from the permit requirement. Town Planner Ben Averill said he had researched blasting ordinances from other towns and found them similar to Wiscasset's. He recommended that, in addition, the exemption apply to those hired to do work for the Town. Judy Flanagan recommended consulting department heads before taking any action. Chris Cossette will be invited to the August 2 meeting.

#### b. MMA Election Ballot

- President – Linda Cohen, City of South Portland
- Directors – James Gardner, Christine Landes, and Mandy Sabins

**Jeff Slack voted to not vote on MMA candidates. Vote 4-1-0 (Flanagan opposed).**

#### c. MMA 2016 Issues Survey

The board will consider the survey after the board's goals are set on August 2.

#### d. Monthly Financials

•FY 2016 year-end report: Ben Rines, Jr., pointed out the \$170,000 overdraft and said it was sad the overdrafts were not going to be addressed at a town meeting. Marian Anderson said that the total expenditures were \$203,350 less than budgeted, although there were overdrafts in some departments. Judy Colby and Judy Flanagan, who have been reviewing the accounts payable warrants, said it was necessary to watch expenses. Marian Anderson pointed out that the Town has no control over sick or vacation time paid when an employee leaves which is paid from the operating budget, and that was the reason for several of the overdrafts. Ben Rines, Jr., said the monthly reports should be monitored and the board should approve overdrafts in advance. The form and contents of the report can be discussed at a workshop.

- HM Payson Statement of Accounts: There was no discussion.

e. Harbormaster's Boat Bid Opening: Marian Anderson said that repair estimates for the boat were \$8,000 to \$10,000 and it was decided to sell it rather than repair it. The bids were advertised in the local papers, MMA, the town website and the bulletin board.

The following bids were received:

Peter Dalton	\$1,010.00
Matt Carter	13,401.00
Chesterfield Associates	5,250.00
Ted Snowden	2,600.00
Neal Page	1,575.00
David Gagnon	501.26
Ron Lear	4,600.00

**David Cherry moved to authorize the Town Manager and Harbormaster to award the Harbormaster's Boat Bid to the highest qualified bidder. Vote 5-0-0.**

f. Police Cruiser bid opening

The following bids were received:

Wiscasset Ford – 2016 4-door Explorer	\$26,697 plus \$350 for painting front bumper cover
Quirk – 2016 Ford Utility Vehicle	\$26,998

**David Cherry moved to authorize the Town Manager and Chief of Police to award the Police Cruiser Bid to the lowest qualified bidder. Vote 5-0-0.**

g. Wiscasset Community Center floor cleaner bid opening

The following bids for a Tom Cat Floor Cleaner were received:

RPS Corporation	\$7,436.00
Cleanorama	6,907.86
Genesan, Inc.	7,200.00
Simplex	7,191.00 plus \$250 shipping

**Judy Flanagan moved to authorize the Town Manager and Community Center Director to award the Wiscasset Community Center Floor Cleaner Bid to the lowest qualified bidder. Vote 5-0-0.**

h. EMS Renovations Bid Opening: No bids were received. Options for building the required separate sleeping quarters will be discussed.

11. Town Manager's Report

Erv Deck, who will be representing the Town through Stantec at meetings with the FAA on the capital improvements at the airport, said that there are two projects scheduled for FY 2017: Phase II campground easement acquisition and snow removal equipment. The vehicle will go out to bid in the spring. In response to Judy Flanagan's question, Deck said the FAA will not agree to the grant until an

easement is obtained and the runway is cleared. Bob Blagden said that everything in the easement was cut in the 1990s, and the FAA was satisfied.

In response to Jeff Slack's question, Marian Anderson said that the Airport Committee members and the Manager have been using their personal vehicles at the airport. Slack said that liability was a concern and asked if part of the \$36,000 carry forward in the airport budget could be used for a pick-up truck. Frank Costa will be invited to the August 2 meeting to discuss the need for a vehicle.

## 12. Other Business

A permanent location for the weathervane, a replica of the whaling ship Wiscasset which was made for the cupola on the municipal building in 1968, was discussed. It was decided to contact a coppersmith to determine if repairs were necessary before deciding on a location.

Judy Flanagan asked that the select board meet with the Fire Department officers to improve communication between the two parties. Ben Rines, Jr., and Jeff Slack said there would be no point to a meeting unless the board's position on washing vehicles in the fire station and direct deposit was going to change. Judy Colby said one possibility was to determine if there was special liability insurance that the fire department could obtain. Toby Martin suggested that all departments become informed about the liability the town has for, as an example, using private vehicles at the airport or for emergency calls. The Town Manager will schedule a date for the select board to meet with the Fire Department officers.

Toby Martin said car seat inspections by the EMS Department have been scheduled for August 13 and September 2. The police will be working with the schools on photo IDs.

Ben Rines, Jr., said a board vote should be taken if carry forward funds were going to be used for an airport truck, as an example. Final carried forward balances will be reported on at the second meeting in August.

At 8:05 p.m. **Judy Colby moved to go into executive session pursuant to 1 M.R.S.A. §405(6)(D) to discuss labor relations. Vote 4-0-1** (Rines abstained and did not attend the executive session.) At 8:15 p.m. **Judy Colby moved to come out of executive session. Vote 4-0-0.**

## 13. Adjournment

**Judy Colby moved to adjourn the meeting at 8:16 p.m. Vote 4-0-0**

Town of Wiscasset

Item 5b

-Board/Committee Membership Application

COMMISSIONER

Full Name: RICHARD W. THOMPSON

Street Address: 35 SUMMER ST

Mailing Address: #8 Home Phone: 882-6490

Town of Legal Residence: WISCASSET

Work Phone: 882-8202 Cell Phone: 837-1233 E-mail: RWT@NOEA

I wish to be considered for the appointment to the: \_\_\_\_\_

COMMISSIONER HISTORIC DISTRICT

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: \_\_\_\_\_

Signature: [Signature] Date: 7-20-16

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](mailto:clerk@wiscasset.org)

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For Office Use:

Date received: \_\_\_\_\_ Date Appointed: \_\_\_\_\_ Term: \_\_\_\_\_

Boards Chair, New Orleans Ballet  
member, Met Opera National Council  
Chair - Project Sargass, Hospice New Orleans  
Chair - Music Committee, Loyola University  
New Orleans

Town of Wiscasset  
Board/Committee Membership Application

Item 5c

Full Name: William Laliberte

Street Address: 15 Acorn Rd

Mailing Address: Same Home Phone: NA

Town of Legal Residence: Wiscasset

Work Phone: 207-607-4965 Cell Phone: 207-415-9570 E-mail william.laliberte@gmail.com

I wish to be considered for the appointment to the: Budget committee (2yr term)

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: NA

Prior experience, knowledge, or abilities that you have which would contribute to the activities of the Board or Committee: Experience reviewing/planning collegiate organization budgets

Signature: [Signature] Date: 6/24/2016

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](mailto:clerk@wiscasset.org)

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For Office Use:

Date received: 6/24/2016 Date Appointed: \_\_\_\_\_ Term: \_\_\_\_\_

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

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

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

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

**≈CONSERVATION PURPOSES≈**

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

1 the Sheepscot River and Wiscasset Harbor (hereinafter "public vantage points"), and to assure  
2 that the Protected Property remains under the ownership of the Town of Wiscasset or of a  
3 bona-fide non-profit organization or governmental conservation owner, dedicated to the uses  
4 contemplated hereunder.  
5

6 **Section A. Conservation Easement Land Use Restrictions.**  
7

8 **1. Land Use and Division.** No industrial, quarrying, surface mining, oil or gas  
9 exploration, or other extractive activities are permitted on the Protected Property. The Protected  
10 Property may not be subdivided or divided, nor used to increase the density of development on  
11 other land, except that any portion thereof may be conveyed to an entity, governmental or  
12 nonprofit, that meets the conditions stated in Paragraph A.2. hereinbelow, and that commits to  
13 upholding the conservation purposes hereof.  
14

15 **2. Ownership.** The Protected Property may not be sold, conveyed, or otherwise  
16 transferred, except to a nonprofit or governmental entity that qualifies as a "holder" under Title 33  
17 M.R.S. Section 476(2), or successor provisions thereof, and then only after 30 days notice in writing  
18 to HOLDER, its successors and assigns.  
19

20 **3. Existing Conditions.** There are no structures on the Protected Property except for  
21 a bridge from the mainland portion of the Protected Property to the island portion of the Protected  
22 Property, boundary markers, the remains of piers and pilings, and remains of foundations. There  
23 are no surface alterations on the Protected Property except for footpaths on the island portion of  
24 the Protected Property and minor alterations associated with the aforementioned existing structures.  
25 The Protected Property is primarily open with several shade trees creating a park-like appearance, as  
26 documented in Baseline Data, on file with Holder.  
27

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

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

3  
4 **5. Soils and Surface.** OWNER shall have the right to alter the surface and  
5 subsurface only to the minimum extent necessary or appropriate to accomplish the following:  
6

7 (a) to install and maintain the minor structures and improvements permitted in Section A.4.  
8 hereinabove and as necessary to maintain and replace the bridge portion of the Protected Property;  
9

10 (b) to establish and maintain paved or unpaved trails, roads, viewing platforms, and parking  
11 areas on the mainland portion depicted in Exhibit B, to accommodate the intended commercial and  
12 recreational fisheries and other public low impact outdoor recreational uses of the Protected  
13 Property; provided that the hardened or paved surface area of the permitted parking area on the  
14 mainland portion of the Protected Property shall not be expanded beyond its current limits of  
15 \_\_\_\_\_ square feet approximately, as documented in the baseline document.  
16

17 (c) to excavate soils and alter the natural resources generally, for scientific, ecological, and  
18 archeological study under professional supervision, after notice to HOLDER;  
19

20 provided that all such surface alterations and improvements must be designed and located in a  
21 manner to minimize erosion and avoid unnecessary disturbance to wetlands and fragile natural  
22 features, and further provided that all such activities shall be conducted and completed in a manner  
23 to cause the least possible disturbance to the substantially natural view of the Protected Property  
24 from public vantage points. In all cases, the surrounding disturbed surface area shall be regraded and  
25 seeded and otherwise restored as soon as practicable after construction to a condition consistent with the  
26 surrounding natural area.  
27

28 **6. Vegetation Management.** OWNER shall have the right to plant, harvest, mow  
29 and otherwise manage vegetation on the Protected Property, as necessary or appropriate to  
30 accomplish the rights permitted to OWNER at Paragraph 4, 5 and 6 herein, and to selectively cut  
31 timber, trim and prune branches and remove dead wood, blowdowns, and leaners to the extent  
32 necessary to assure the safety of persons using the Protected Property, to combat active fire, and  
33 after prior notice to Holder, to treat or prevent disease or exotic or invasive intrusion or harvest  
34 timber for use on the Protected Property. Maintenance of existing clearings and creation of  
35 additional clearings is permitted for permitted structures, gardens, and viewing areas and non-  
36 commercial campsites, and non-commercial campsites; provided that all such vegetation  
37 management shall be conducted in a manner to leave a sufficient vegetated buffer along the shore to  
38 minimize erosion.  
39

40 **7. Waste Disposal and Water Protection.**  
41

42 (a) The direct discharge of treated or untreated sewage into surface waters on or about the  
43 Protected Property is strictly prohibited, and any such waste shall be disposed of in accordance with  
44 applicable laws and regulations.  
45

46 (b) It is forbidden to dispose of or store unserviceable or abandoned equipment, such as  
47 appliances, boats or vehicles and parts thereof, or any other waste material on the Protected Property,

1 except that vegetative slash and debris may be allowed to remain on the Protected Property, manure,  
2 compost and vegetative waste may be stored and/or used on the Protected Property in accordance with  
3 applicable laws and regulations, and other waste generated by permitted uses on the Protected Property  
4 may be stored in appropriate containment for removal at reasonable intervals. The Protected Property  
5 shall not be used as a site for storage of boats or marine equipment, or other municipal equipment.  
6

7 (c) The use, storage, discharge or runoff of chemical herbicides, pesticides, fungicides, and  
8 other toxic agents, including discharge of potentially toxic waste water or other toxic by-products of  
9 permitted uses, must be limited to prevent any demonstrable adverse impact on wildlife, waters and  
10 other important conservation values to be protected by this grant, unless more intensive use is approved  
11 in advance and in writing by Holder as appropriate, in its sole and exclusive discretion, to prevent or  
12 mitigate harm to the inhabitants, natural resources or permitted uses of the Protected Property.  
13

14 **8. Public Outdoor Recreation and Fisheries Access.** OWNER has the right,  
15 and by acceptance of this deed accepts the obligation, to manage the Protected Property for daytime  
16 low-impact outdoor recreation by the general public and for daytime low-impact access for  
17 recreational and commercial ~~fisheries and marine activities~~ worming and clamming, and as such  
18 agrees to refrain from prohibiting, discouraging, or charging a fee for such daytime uses of the  
19 Protected Property by the general public for recreational uses such as walking, hiking, fishing,  
20 swimming, nature observation, and picnicking; such uses to be limited to assure the protection of  
21 the important natural resources and the high scenic quality of the Protected Property when viewed  
22 from public vantage points. All use of the Protected Property for fisheries shall at all times be and  
23 remain subject to Federal, State or local licensing, regulatory limitations, seasonal restrictions and  
24 other requirements and/or prohibitions.  
25

26 OWNER and HOLDER claim the rights and protections against liability for injury to the  
27 public to the fullest extent of the law under Title 14 M.R.S. Section 159-A, et seq. as amended and  
28 successor provision thereof (The Maine Recreational Use Statute), and The Maine Tort Claims Act,  
29 and under any other applicable provision of law and equity.  
30

31 **Section B. Affirmative Rights Reserved by HOLDER**  
32

33 **1. Entry.** HOLDER reserves the right to enter the Protected Property in a reasonable  
34 manner and at any reasonable time for the purposes of monitoring the conditions and terms of this  
35 Conservation Easement, and to exercise the rights in Section B.4. hereinbelow.  
36

37 **2. Enforcement.** HOLDER reserves the right to enforce this Conservation Easement  
38 at law or in equity, including the right to require restoration in the event of a breach, subject to  
39 naturally occurring and permitted changes.  
40

41 **3. Assignment of Easement.** HOLDER reserves the right to assign its rights and  
42 interests under this Conservation Easement to a qualified "holder," defined at Title 33 Maine Revised  
43 Statutes Annotated Section 476(2), as amended or successor provisions thereof, that commits to carrying  
44 out the purposes of this Easement.  
45

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

5       **Section C.    General Terms and Provisions of Conservation Easement:**  
6

7           **1. Interpretation.**       If uncertainty should arise in the interpretation of these  
8 easements and restrictions, judgment should be made in favor of preserving the Protected Property  
9 in its substantially unaltered natural and scenic condition as a nature preserve in perpetuity.  
10

11           **2. Amendment.**       The perpetual conservation easement reserved herein may be  
12 amended or terminated only in accordance with Title 33 M.R.S. Section 477-A, (as amended or  
13 successor provisions thereof).  
14

15           **3. Acceptance of Conservation Easement.**    By execution and delivery of this deed  
16 and by creation of the Conservation Easement herein, the HOLDER agrees to accept the rights and  
17 obligations as Holder thereof, pursuant to Title 33 M.R.S. Section 476 et seq. and successor  
18 provisions. By acceptance of this deed, OWNER agrees, on behalf of itself, its successors and  
19 assigns, to be bound by the terms of this Conservation Easement.  
20

21 **IN WITNESS WHEREOF**, the said Maine Coast Heritage Trust has caused its corporate seal  
22 to be hereto affixed and these presents to be signed in its name and behalf by William T. Glidden, Jr.,  
23 its President, hereunto duly authorized, on this            day of \_\_\_\_\_, 2016.  
24

25 Signed, Sealed & Delivered  
26 in the presence of:  
27  
28  
29

**MAINE COAST HERITAGE TRUST**

30 \_\_\_\_\_  
31 Witness

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

32  
33 STATE OF MAINE  
34 COUNTY OF SAGadahoc, ss.

Date:

35  
36 Then personally appeared the above-named William T. Glidden, Jr., President of Maine Coast  
37 Heritage Trust, hereunto duly authorized, and acknowledged the foregoing to be his free act and  
38 deed in his said capacity and the free act and deed of said corporation.  
39

40 Before me, \_\_\_\_\_  
41 Notary Public

42  
43 \_\_\_\_\_  
44 Print name  
45 My commission expires:

## SCHEDULE A

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

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

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

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

Also conveying any right, title and interest in and to the bridges as noted above for foot and vehicular ingress and egress and for utilities. Being and conveying all of Grantor's right, title and interest in and to the same land described in two certain deeds to Grantor herein, recorded in the Lincoln County Registry of Deeds in Book 4979, Page 310 and Book 4979, Page 312.

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

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

Subject to the rights of others if any to have a memorial stone on White's Island sandblasted with the name of William T. Phinney, on an existing stone within the premises, in accordance with a

certain Divorce Decree, Lincoln County, State of Maine, Docket No. FM-2012-181.

COPY

# EXHIBIT B

Sketch Map

**Marian Anderson**

---

Item 9b

**From:** Tj Merry <tjmerry83@gmail.com>  
**Sent:** Wednesday, July 27, 2016 1:42 PM  
**To:** Marian Anderson  
**Subject:** Re: Jake Williams

Nothing new just hoping there was positive news! As far as the selectmen my uncle just messaged me said heard that they are going to stand with their decision so as far as we are concerned there isn't any real need for a meeting, we are going to continue with our petition at this time!

Thank you!

TJ

Sent from my iPhone

> On Jul 27, 2016, at 13:30, Marian Anderson <[townmanager@wiscasset.org](mailto:townmanager@wiscasset.org)> wrote:

>  
> TJ,  
>  
> I copied you on the email to Maine Municipal. Is there something new  
> that has occurred?  
>  
> The Board of Selectmen would like to meet with you and your officers  
> in an informal workshop setting to hear directly from your leadership  
> team what the Board can do to address issues and concerns of the  
> department. Is Tuesday, August 9, 2016 a possibility? Let me know if that works.

>  
>  
> Marian L. Anderson, Town Manager  
> Town of Wiscasset  
> 51 Bath Road  
> Wiscasset, Maine 04578-4108  
> 207-882-8200 x 108

>  
>  
>  
>  
>  
>  
> -----Original Message-----

> From: Tj Merry [<mailto:tjmerry83@gmail.com>]  
> Sent: Wednesday, July 27, 2016 7:11 AM  
> To: Marian Anderson  
> Subject: Jake Williams

>  
> Good morning!  
>  
> If at all possible could I get an update on Jake Williams insurance

**Kathleen Onorato**

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Item 10a.

**From:** Carol Gardner <carol.gardner@outlook.com>  
**Sent:** Wednesday, July 27, 2016 10:03 PM  
**To:** Admin@wiscasset.org  
**Subject:** Selectmen's meeting, August 2--temporary sign request

Dear Kathy:

I am a member of board of trustees of The Morris Farm, a nonprofit located in Wiscasset. Three of my colleagues and I would like to attend the August 2 Wiscasset Selectmen's Meeting to request permission to erect two temporary banners on the lawn of the town hall/fire department and on the lawn of the sherriff's department.

**Why:** to raise awareness of our annual event, the Tour de Farms.

**What is the Tour de Farms?** A bicycle and car tour through Lincoln County with stops at working farms. Farmers showcase their operations and sell products to participants. Riders visit some of Lincoln County's most unique and beautiful farms, learn where their food comes from, and purchase fresh goods to take home. After the ride, participants return to the Morris Farm for a barbecue featuring local foods.

We expect to recruit at least 100 cyclists and additional participants in vans and cars for the 2016 event, which will occur on September 10, 2016. Our rain date is September 11, 2016.

**The banners:**

We intend to follow Wiscasset's code for charitable fundraising event signs:

- A. Community, Charitable/Non-Profit fundraising event signs provided the sign is erected for no more than fifteen (15) days before the event and does not exceed thirty-two (32) square feet in sign area. Community, Charitable/Non-Profit fundraising event signs shall be removed within twenty-four (24) hours of the final day of the event.*

**Size:** Will not exceed 32 square feet (most likely it will be 3 x 10 or 4 x 8)

**Material:** Most likely vinyl or other flexible fabric, with letters printed in one color, suspended between two stakes driven into the ground

**Dates:** To be installed August 28, 2016 (or shortly thereafter) and to be removed September 11, 2016

**Text (same for each):**

Ride with us!

17<sup>th</sup> Annual Tour de Farms

September 10, 2016

[www.morrisfarm.org](http://www.morrisfarm.org)

Please let me know if you have any questions, and thanks for considering our request.

Best regards,  
Carol Gardner

586-5203  
(301) 509-3375



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

Federal Aviation Administration  
New England Region

12 New England Executive Park  
Burlington, MA 01803

Item 10e

**JUL 20 2016**

Ms. Marian Anderson  
Town Manager  
Town of Wiscasset  
51 Bath Road  
Wiscasset, Maine 04578

Dear Ms. Anderson:

We are enclosing the original and two copies of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-23-0049-018-2016 at Wiscasset Airport in Wiscasset, Maine. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- If applicable, the governing body must have provided authority to execute the grant to the individual signing the grant; i.e. the sponsor's representative.
- The designated sponsor's representative must execute the grant, followed by your attorney's certification, **prior to August 22, 2016**, in order for the grant to be valid. The attorney's signature date must be **on or after** the sponsor's signature date.
- You or your representative may not make any modification to the text, terms or conditions of the grant offer.
- We ask that you return the Grant Offer marked "**Original**" to us (attn: Jean LoGiudice) by overnight mail or regular mail, so that we receive it **on or before 12:00 (noon) on MON. August 22, 2016**, and maintain the grant offer marked "Sponsor" for your records.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Please note Grant Condition No. 4 requires you to complete the project without undue delay. We will be paying close attention to your progress to ensure proper stewardship of these Federal funds. **You are expected to submit payment requests for reimbursement of allowable incurred project expenses in accordance with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status which will impact future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

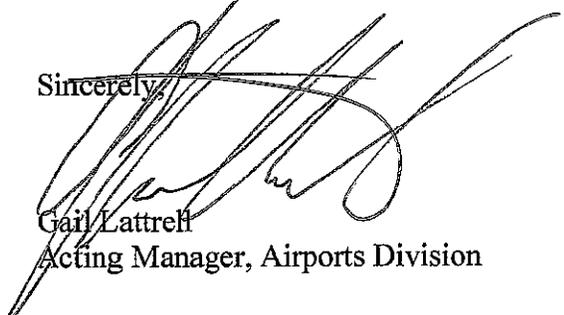
- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports are due within 30 days of the end of a reporting period as follows:
  1. Non-construction projects: Due annually at end of each Federal fiscal year.
  2. Construction projects: Submit FAA form 5370-1, Construction Progress and Inspection Report, at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the final closeout report documentation as required by your Region/Airports District Office.

Mr. Jorge Panteli, (781) 238-7618, is the assigned project manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Gail Lattrell  
Acting Manager, Airports Division

Enclosures



# RISE ABOVE

## The Tuskegee Airmen Exhibit & Fly-In

*featuring a WWII P-51 Mustang*



**August 20**

**10am-4pm**

**Wiscasset Airport**  
96 Chewonki Neck Rd

Antique, Homebuilt, Vintage, Military & General Aviation Airplanes  
— Helicopter Rides —

**Exhibits    Vendors    Food    Live Music**



*Inspiring Youth  
&  
Honoring Veterans*



[www.redtail.org](http://www.redtail.org)  
[www.maineaeronautics.org](http://www.maineaeronautics.org)    [www.wiscassetairport.com](http://www.wiscassetairport.com)



**Machinery Services Co-Wiscasset**



**Marian Anderson**

10H

**From:** Mary Hanley <mhanley@newhopeforwomen.org>  
**Sent:** Wednesday, July 27, 2016 11:21 AM  
**To:** townmanager@wiscasset.org  
**Subject:** New Hope for Women  
**Attachments:** Tree.png; Ribbon.png

July 27, 2016

Ms. Marian Anderson  
Wiscasset Town Manager  
51 Bath Rd.  
Wiscasset ME 04578

Dear Marian,

Chief Lange suggested I contact you regarding participation in October's Domestic Violence Awareness month.

Since 2010 several Wiscasset businesses have participated in Domestic Violence Awareness Month by hanging purple lights and posting a sign in each storefront window that says, "This business is a community partner in ending domestic violence, dating violence, and stalking." The lights and signs are provided by New Hope for Women.

Over 200 businesses in our service area participate in the Glowing and Showing Purple campaign each year, and it sends a powerful and supportive message to victims of intimate partner violence.

While the message of this campaign is clear to those who are walking past participating shops and therefore able to read the window signage, this is not the case for those who are driving past the displays. Most who drive past the purple lights are left with the impression that they are Halloween decorations. We would like to do something to correct that impression.

We would like to request permission to hang a banner across Main Street for a week in October that announces the campaign to passersby. It would consist of a purple banner announcing, "It takes a community to end domestic and dating violence."

If this is possible, please let me know what the specifications are for the size of the banner and who we would contact to have it displayed.

Additionally, in years past we have placed a collapsible 4' wire lit-tree on the town common along with a wooden sign (see attached photos). We ask permission to exhibit both again this October.

I would welcome the chance to provide any further information. Thank you for your time and consideration.

Sincerely,

Mary Hanley  
Community-based Advocate  
New Hope for Women  
[mhanely@newhopeforwomen.org](mailto:mhanely@newhopeforwomen.org) Cell 207-542-2904

**Marian Anderson**

Item 11a

**From:** Todd Souza <tsouza@wiscassetrec.com>  
**Sent:** Wednesday, July 27, 2016 9:13 AM  
**To:** Marian Anderson; Kathleen Onorato  
**Subject:** Auto Floor Scrubber - RFP RESULTS 2016  
**Attachments:** Auto Floor Scrubber - RFP RESULTS 2016.docx

Good Morning,

Attached is the results of last evening RFP opening by the board. I'd like to move forward with the lowest bidder Clean-O Rama our of Gorham, ME with a submission of \$6,907.86.

Thanks Todd

**TC155-20TE 20 inch EDGE Tomcat Square Auto Scrubber**

**TOMCAT USA**

<b>1.</b>	<b>Clean-O-Rama, Gorham, ME</b>	<b>\$6,907.86</b>
<b>2.</b>	<b>GENESAN, INC. Gorham, ME</b>	<b>\$7,200.00</b>
<b>3.</b>	<b>RPS Corporation, Racine, WI</b>	<b>\$7,436.00</b>
<b>4.</b>	<b>Simplex Janitorial Supplies, Sharon, MA</b>	<b>\$7,441.00</b>

Item 11b

### 2016 AWD Police Cruiser Bids

<b>Dealership</b>	<b>Address</b>	<b>Bid</b>
Wiscasset Ford	Route 1, Wiscasset, ME	\$ 26,697.00
Quirk Auto Group	Augusta, ME	\$ 26,785.00

11c

BILL OF SALE - USED BOAT

BUYER: Matthew Carter

Seller: The Town of Wiscasset

DATE OF SALE: July 28, 2016

PLACE OF SALE Wiscasset, ME

Boat Sold: Year: 1988 Make: General Marine HSP200  
VIN: 00000000GMW25040E888

PRICE PAID \$13,401.00 PAID IN FULL!

VEHICLE SOLD AS IS. NO WARRANTIES WHATSOEVER

COPY

SIGNATURE OF BUYER Matthew Carter

SIGNATURE OF SELLER Marion Anderson

THIS BOAT NOW BELONGS TO THE BUYER!

THE FRONT OF THIS CHECK HAS A BLUE PANTOGRAPH, MICROPRINT SIGNATURE LINE AND PADLOCK SECURITY NOTIFICATION



CASHIER'S CHECK

800.564.3195 • www.the1st.com

Date: 7/28/16 080740

Branch: 0003

COPY COPY

COPY

PAY TO THE ORDER OF TOWN OF WISCASSET  
EXACTLY \*\*13,401 AND 00/100 DOLLARS

\$13,401.00

RE: HARBORMASTER BOAT

*[Handwritten Signature]*



⑈0000080740⑈ ⑆011201830⑆ 78102608⑈

The First, N.A. Danvers, MA 01923

### 2016 Harbormaster Boat Bids

Name	Address	Phone	Bid
Ron Lear	Wiscasset	380-7228	\$ 4,600.00
David Gagnon	PO Box 38, Wiscasset	882-6726	\$ 501.26
Neil Page	Wiscasset	882-1255	\$ 1,575.00
Ted Snowdon	Wiscasset	380-4914	\$ 2,600.00
Peter Dalton	Wiscasset	882-7938	\$ 1,010.00
Chesterfield Associates	123 W. Shore Road, Westport	882-5400	\$ 5,250.00
Matt Carter	640 Ocean Point Road, East Boothbay	380-6827	\$ 13,401.00

11c