

MINUTES

4a.

The Wiscasset Selectboard, Tax Assessors & Overseers of the Poor met Monday, **September 26** at 5 p.m. at the Wiscasset Community Center.

Present: Judy Colby, Judy Flanagan, Jeff Slack, Ben Rines, David Cherry, Town Manager, Marian L Anderson and Todd Souza, Director of Parks and Recreation.

1. Department Budget Planning Visit Wiscasset Community Center:

The Board of Selectmen met at the Wiscasset Community Center as part of the Parks and Recreation budget planning.

Parks and Recreation Director Todd Souza provided the Board with a tour of the facility. Ben Rines and Jeff Slack went up and looked at the recently replace roof.

Souza presented the following Capital Improvement Plan:

2017

Purchase of tables and chairs for rental events, storage container and site work, new carpeting, fitness class equipment, digital marquee sign, child care room construction, lockers, picnic tables and umbrellas

2018

Ball field light replacement, elliptical trainers, pool chemical control system, pick-up with plow, hot tub

2019

Ball field lights, scoreboard, concession stand at Recreational Field, riding mower, building engineer study, shingle replacement

Capital improvement expected beyond 2019 may include the purchase of playground equipment, Cybex fitness set, storage building at community playground, Wiscasset Elementary School basketball court, gym divider curtain, pool pump, pool cover, pool training system & console, boilers, building expansion, kitchen stove, sectional wall.

Funding options discussed were current revenues, bond, capital reserve and special assessments and fees.

2. Adjournment

At 5:05 p.m. a motion was made and seconded to adjourn. **VOTE 5-0**

WISCASSET BOARD OF SELECTMEN,
BOARD OF ASSESSORS AND OVERSEERS OF THE POOR
OCTOBER 4, 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 6 p.m.

1. Pledge of Allegiance

2. Approval of Treasurer’s Warrants

a. David Cherry moved to approve the payroll warrants of September 23 and September 30, 2016. Vote 5-0-0.

b. David Cherry moved to approve the accounts payable warrants of September 27 and October 4, 2016. Vote 5-0-0.

3. Approval of Minutes

a. Judy Flanagan moved to approve the minutes of September 12, 2016. Vote 5-0-0.

b. Ben Rines, Jr., moved to approve the minutes of September 20, 2016 as corrected. Vote 5-0-0.

4. Special Presentations or Awards – none

5. Committee Appointments

a. and b. Jeff Slack moved to approve the appointments of John G. Merry to the Budget Committee and John Blagdon, Jr., to the Appeals Board. Vote 5-0-0.

6. Public Hearings

a. To act on a request for a Special Amusement Permit for Vanessa and Richard Jordan, Wiscasset Speedway, LLC: Ben Rines, Jr., moved to open the public hearing. Vote 5-0-0. Vanessa Jordan said in response to questions from the board that the track is open from April to October, nothing has changed from the previous years, but they would like the flexibility to be open other days. In past years they have requested permission to open two Sundays during the year on the Memorial Day and Labor Day weekends. There have been no police complaints; two officers are present on Saturday nights as well as 4 EMS staff. Noise levels have been enforced. Bill Barnes commended the owners on the good job they have done with the track. There were complaints from two Newcastle/Sheepscot residents about the noise from the track who asked that hours be curtailed and noise dampers be used. Ben Rines, Jr., moved to close the public hearing. Vote 5-0-0. Judy Flanagan moved to approve the Special Amusement Permit application for Vanessa and Richard Jordan, Wiscasset Speedway, LLC. Vote 5-0-0.

b. To discuss and hear public comment on the Special Town Meeting warrant articles to be voted by secret ballot on November 8, 2016. **Ben Rines, Jr., moved to open the public hearing. Vote 5-0-0.** Judy Colby read the warrant article: Shall the Town vote to continue to allow the members of the Wiscasset Fire Department the use of the Wiscasset Fire Department to clean their personal vehicles. There were no questions from the board or the audience. **Ben Rines, Jr., moved to come out of the public hearing. Vote 5-0-0.** No action required.

7. Public Comment on Non-agenda Items: Seaver Leslie, referring to the MDOT plan for Main Street traffic improvement, urged the board to not enter into the agreement with MDOT because of the financial burden the plan would put on the Town for year-around maintenance of all properties improved by the project such as traffic lights, street lighting including electric bill, as well as winter and summer maintenance of all sidewalks, benches, tables, landscaping, etc., including replacement of landscaping, signs, repaving and other capital improvements as needed. He said the taxpayers were not privy to this information when the non-binding referendum vote was taken in June. Judy Flanagan said maintenance of the improvement was discussed at the public meetings and asked that the same comments made at other meetings not be repeated.

Norm Guidoboni commented on the street improvements with cutouts in Rockland and the improvement in business that had made; and the new plan may give Wiscasset a boost.

Bill Barnes expressed concern about the 14% tax increase and urged the selectmen to take a better look at where the town is going.

Bob Blagden advised the board that their primary focus should be on how to make up for the shortfall and what cuts to make. He said the board should find an auditor that can provide the correct figure to work with. He commented that the board had spent more time talking about the firemen washing their cars than the tax rate. He urged the board to cut the budget now to make up for the shortfall

Sharon Mrozinski said with regard to maintenance under the MDOT plan that she understood maintenance would be the responsibility of the storeowners. Judy Flanagan clarified that snow removal in front of businesses would be the responsibility of the business owner and that discussion and clarification of all maintenance items will take place during the upcoming meetings. Mrozinski said she had lost all confidence after reading the MDOT agreement which leaves final decisions to the MDOT and that the taxpayers must know the costs of the project to the town considering the proposed 14% tax increase.

8. Department head r committee chair

a. Treasurer/HR Shari Fredette

● **FY 2016 Carry Forwards:** Marian Anderson explained the amount for contingency was added in the event of electrical repairs. Ben Rines, Jr., said the board should have had the figures months ago as it was too late now to affect this year's tax rate. **Ben Rines, Jr., moved to approve the carryforwards. Vote 5-0-0.**

b. Public Works – Doug Fowler

● **Update on the sand bid award:** Fowler said that as Nathan Northrup was the low bidder on the sand and was qualified, the contract was awarded to him.

- Update on Beechnut Hill Road: Fowler said the deficiencies are being itemized and he will have the costs soon. Repairs should be done before the end of November. Old Bath Road and Old Stage Road will be improved next year. He is also working on the parking lot in front of the building and is considering options for the position of the barriers to block off the main parking lot.

c. EMS Director – Toby Martin

- As requested, Martin presented a policy covering uniform payroll deductions for the Wiscasset Ambulance Service when additional uniforms are required. **Jeff Slack moved to approve the policy. Vote 5-0-0.**

d. Police Chief – Jeffrey Lange

- Update date on enforcement on Federal Street and school zones: Signs directing vehicles over 6000 pounds traveling southbound on Rt. 218 to turn right onto West Alna Road have been installed. Lange said from June 1 to September 30 there were 23 details for speeding in a school zone or overweight vehicles, and 35 warnings were issued since for weight and speed. Judy Flanagan recommended that the school zone sign be moved to include the Sheepscot Bay School in the 15 mph zone on Federal Street. The matter was referred to the Public Works manager. Lange is looking for grant funds for the flashing mph signs. In response to Jeff Slack's question, Doug Fowler said speed limits are set by the state but a study could be done to evaluate current conditions on Old Bath Road and other roads.

- Lange said one officer had left and he had hired Craig Wilson as a full time officer. Coffee with a Cop at will be held on Friday at Treats funded by Wiscasset Ford. These meetings will be held every quarter.

9. Unfinished Business

a. Notice of Intent to Abandon Mason Station, LLC: **David Cherry moved that the Mason Station, LLC, Point East Maritime Village Subdivision acquired by the Town through tax lien foreclosure, be abandoned, and that the Board of Selectmen send a letter to the Planning Board notifying the Board of the intent to abandon the subdivision. Vote 5-0-0.** Marian Anderson explained that the above process was necessary to facilitate sale of the property.

b. Postponed items: Judy Colby said that items postponed at the last meeting will be brought back at a future meeting: Frank Costa's car rental agreement and Town fees will be on the October 18 agenda.

c. Hesper and Luther Little project: Marian Anderson said she had received contact information for the new teacher and has permission from the superintendent to move forward with the project. Doug Fowler will give the new teacher information on the project.

10. New Business

a. Municipal Valuation Report: **Judy Colby moved to sign the Municipal Valuation Report. Voter 5-0-0.**

b. Review of Town of Wiscasset General Fund Balance Policy: Judy Colby said she preferred maintaining the current policy, David Cherry preferred changing it to keeping three months' expenses in the general fund. Jeff Slack questioned the need for the policy because the board spends what it needs to regardless of the policy. Judy Colby asked the board's opinion on changing auditors, as she felt the

board had been given misleading information by the current auditor. **Ben Rines moved to put the audit out to bid. Vote 5-0-0.**

c. Act on a Business License Application for Horizon Landscaping: Jeff Slack moved to approve the Business License Application for Horizon Landscaping. Vote 5-0-0.

d. Act on a Main Street Pier Permit for the "Y-Wouldn't-U" band: Ben Averill said the band requested permission to play from 3 to 6 p.m. on October 9, 16, and 22. Jeff Slack moved to approve with the \$25 fee. Vote 5-0-0.

11. Town Manager's Report

a. Resignation of Nadean Crossely as a Wiscasset Police Officer.

b. Live Streaming Meetings: Anderson has received an inquiry about the Town accepting a donation to pay for live streaming. Ben Rines commented that the voters had voted down the article on the town warrant for live streaming; David Cherry said the public had voted against only paying for live streaming and LCTV and he didn't see any reason to decline an offer. No money has been received to date.

c. Airport: The base of the flag pole has been installed at the airport. Notices have been sent out to abutters, and cutting on the easement areas will begin next week. The work will take approximately 30 days.

d. MDOT: Ernie Martin will meet with Wiscasset's seniors on October 19 at 6 p.m.

e. Montsweag Dam: The inventory is nearly complete and report is being drafted.

f. Business After Hours: Thursday, October 6, from 5:30 to 7:30 at Peregrine Turbine Technologies at 29 South Point Drive, Wiscasset.

g. Wastewater Treatment : Marian Anderson and Buck Rines, plant supervisor, met with Phil Garwood from Maine DEP to discuss the possibility of Supplemental Environmental Project as discussions proceed toward a consent agreement.

h. Edgcomb: Judy Colby, Marian Anderson, Fire Chief TJ Merry, Deputy Chief John Merry, EMS Director and Toby Martin met with Edgcomb Selectman Jack Samarian and Fire Chief Roy Potter regarding implementing new communication protocols with Lincoln County Dispatch and updating mutual aid agreements.

i. Sewer Liens: Anderson, Tax Collector Molly Bonang and legal counsel Shana Mueller met to discuss the Town's options to collect large outstanding balances due from Murray Hill Property (\$33,494.00).

j. Primary School Purchase and Sale: Anderson said the Town is negotiating details of a purchase and sale agreement from a taxable entity for the primary school building and she hopes it will be signed by December 15.

k. Wiscasset Public Advisory Downtown Committee: An invitation to serve on the committee will appear in the Wiscasset Newspaper and Lincoln County News. Application review will begin October 18, 2016.

l. Town Clerk: Election/Ballot clerk training will take place on Tuesday October 18 at 1 p.m. in the meeting room.

m. Wiscasset is Business Friendly: Signs have arrived and the board will decide on location.

12. Other Board Business: In response to Ben Rines' question regarding funds for a secretary for the Board of Appeals, Anderson said that funds are available.

13. Adjournment

Judy Flanagan moved to adjourn the meeting at 7:40 p.m. Vote 5-0-0.

6a

Town of Wiscasset
Board/Committee Membership Application

Full Name: Celste Edwards

Street Address: 4 Fort Hill Rd

Mailing Address: 4 Fort Hill Rd Home Phone: 978 771 8481

Town of Legal Residence: Wiscasset ME

Work Phone: ✓ Cell Phone: same E-mail: Cedwards57

I wish to be considered for the appointment to the: Historic Preservation Commission emac.com

Historic Comm. Term Of Appointment June 30, 2017

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: Inst. Interior Design

Signature: C Edwards Date: 9/6 Restorer

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

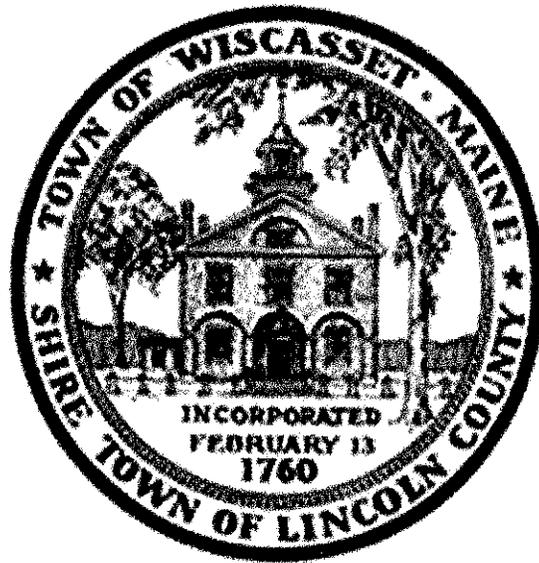
Please return to the Selectmen's Office, 51 Bath Road, Wiscasset, ME 04578, by
fax 882-8228 or e-mail at clerk@wiscasset.org

over →

For Office Use:

Date received: 10/10/11 Date Appointed: _____ Term: _____

Town of Wiscasset
September 2016
Monthly Reports





Town of Wiscasset

AIRPORT REPORT

To: Marian L. Anderson, Town Manager
From: Frank Costa, Airport Manager
Re: Airport Monthly Report
Date: October 9, 2016

Once again, the Wiscasset Airport was busy with activity for the month of September 2016.

Although the number of visitors have declined when compared to August 2016, the Wiscasset Airport continues to be the destination of many visitors to the Mid-Coast area.

As the vacation season is dwindling down and some citizens return to their jobs while children initiate another school year, another visitor group is arriving at the Town of Wiscasset Airport. We will host this traditional "Fall" group of pilots and their passengers arriving in our midst, ready to enjoy and marvel at the natural beauty of the leaf changing colors and crisp fresh air found in our great State.

The Airport G.A.R.D. System (Invisible Intelligence Recording System)) reports the airfield operations for September 2016 at 502 and a total of 4,428 from January 01, 2016 to September 30, 2016.

The entries into the Airnav.com web-site continue to reflect the high level of customer service offered at our airport and the satisfaction of the end users.

The Facebook page continues to attract aviation passionate visitors, reflecting the enthusiasm and memories left behind by the Summer 2016 activities that took place at the Wiscasset Airport and the Town of Wiscasset.

The Airport web-site continues to be one of the key factors in conversation with the pilots that appreciate the information provided for lodging and restaurants in the area. Some pilots have arrived after hours and the taxi information listed in the Airport website provided the transportation they needed to get them to their final destination when no other transportation was available.

The September 2016 monthly "**Expense Summary Report**" reflects a 2016-2017 Budget set at \$283,175, the Budget Year being at the 25% mark is reflecting \$82,445.10 expenditure and an unexpended balance of \$200,800.90. The major portion of the spent Budget reflects the Aviation Fuel purchases at \$57,391.69.

The September 2016 monthly "**Revenue Detail Report**" reflects a projected revenue of \$250,000 for the 2016-2017 Budget Year. A revenue of \$80,243.02 is being reported at the 25% mark for the Budget Year 2016-2017.

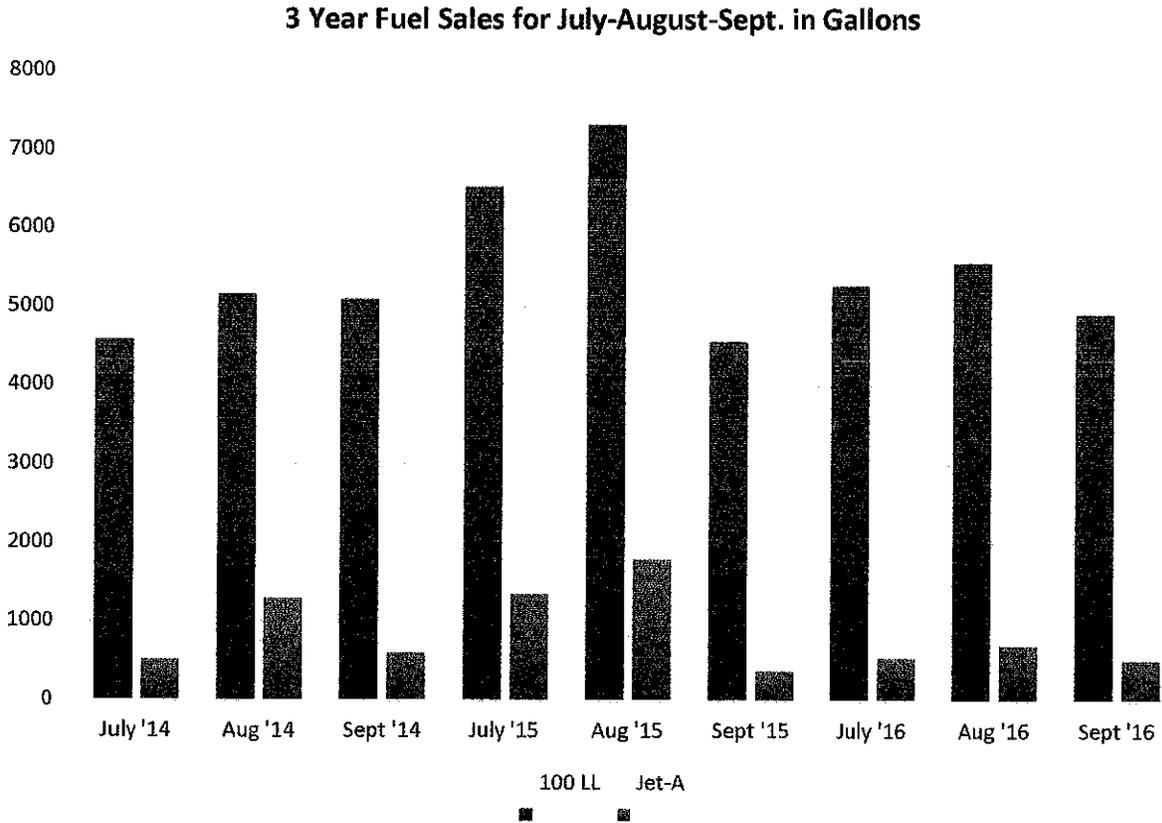


Town of Wiscasset

Airport continued

The following charts will display the fuel usage and revenue as well as projected numbers which are based on previous years' usage.

Chart A – This chart displays the actual fuel sales of 100LL and Jet-A over a period of 3 years for the same month period from July 01 thru September 30, 2016.





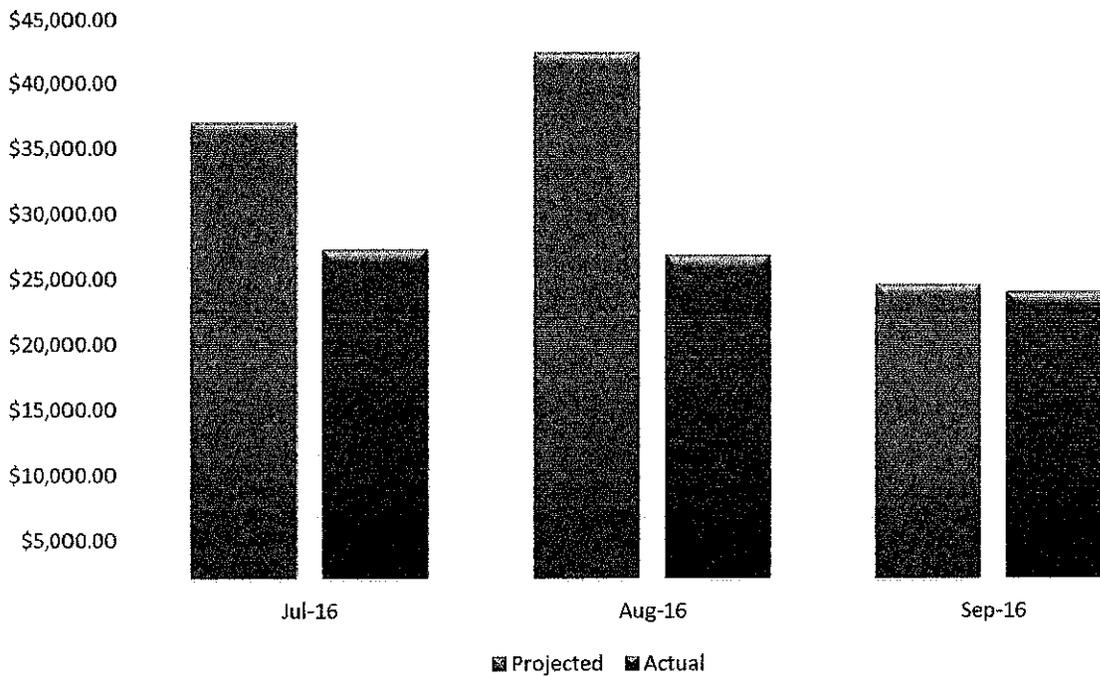
Town of Wiscasset

Airport continued

Chart B – This chart displays the projected (blue column) and actual (red column) revenue in dollars for fuel sales for:

- July 2016 Fuel Revenue was \$26,497.49
- August 2016 Fuel Revenue was \$25,993.75
- Sept. 2016 Fuel Revenue was \$23,035.52

Projected & Actual Fuel Revenue For 2016



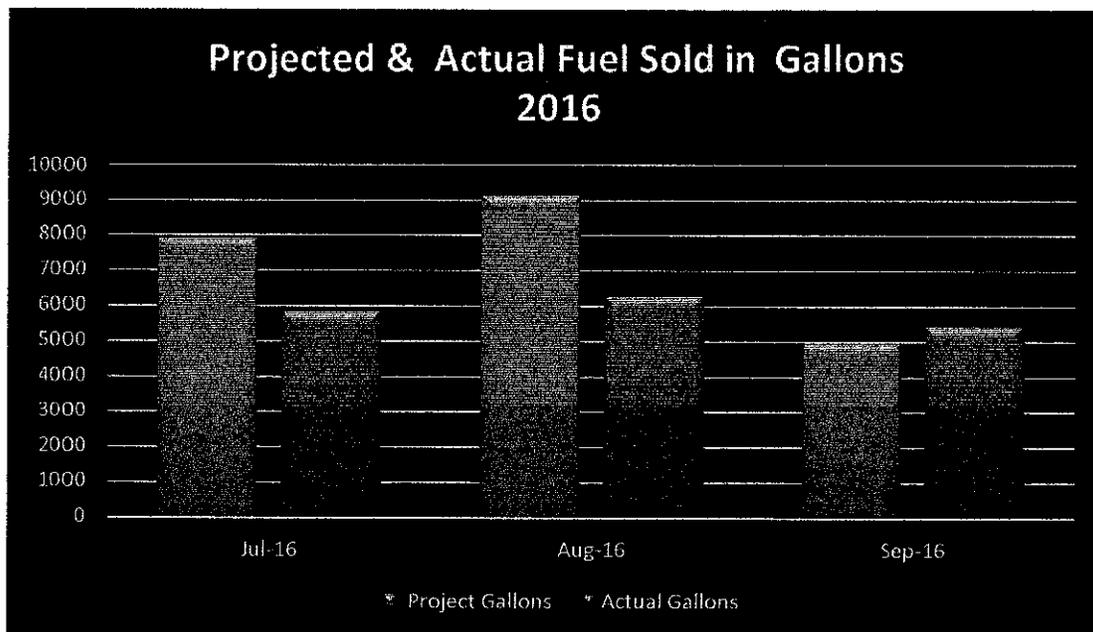


Town of Wiscasset

Airport continued

Chart C – The following chart displays the total fuel (100LL & Jet-A) sold in gallons from July 01, 2016 thru September 30, 2016 in Red, while displaying the projected in Blue for the same period for 2015.

- Total Fuel sold for July 2016 – 5,840 gallons
- Total Fuel sold for August 2016 – 6,285 gallons
- Total Fuel sold for Sept. 2016 – 5,452 gallons



Peregrine Turbine Technology moving status (Upstairs-FBO Building Tenant).

Peregrine Turbine Technology started their move to their new location. Most equipment has been removed from the office space and should be completely vacated and cleaned by October 31, 2016 when the lease is up.

Accurate measurements have been taken of the two independent office space and once the space is clean, it will be made ready to show to new prospect renters.

The Airport Manager and the Town Planner will coordinate the advertisement effort and show the available office space to prospect renters.



Town of Wiscasset

Airport continued

Flagpole at the Airport

After many years, the Wiscasset Airport will finally display a 35-foot-tall fiberglass flagpole. This flagpole will proudly display the United States flag to all arrivals at our Airport.

The flagpole is white in color and will be installed on the front lawn of the Main Terminal, facing the Chewonki Roadway and the Main Terminal driveway where it will greet visitors.

The installation will start with a 4-foot-deep concrete foundation that will accept the flagpole on a hinged base for easy maintenance access.

The concrete base installation, flagpole delivery and assembly will be provided by the Nor'East Flag Company from Waldoboro, Maine.

The Airport flagpole will display a temporary flag until a special permanent flag is presented to the Board of Selectmen by Retired Navy Commander Richard Tetrev at the Board of Selectmen meeting on October 18, 2016. Commander Tetrev is a former Brunswick Naval Station Commander.

If the flag is accepted, the flag will be hoisted to its position on Saturday, October 22, 2016 at 10:30AM.

The Commander, area veterans, Board of Selectmen, Town Manager, local media and Airport tenants are invited to attend the event.

In case of inclement weather, the event will take place on Sunday, October 23, 2016 at 2 p.m. In addition to the various services provided to the Airport all year long, the Town Works Department will also provide additional work to beautify the immediate area around the flagpole, including the installation of a spotlight to illuminate the flag at night.

Frank Costa
Airport Manger



Town of Wiscasset

TOWN CLERK REPORT

To: Marian L. Anderson, Town Manager
From: Linda Perry, Town Clerk
Re: Monthly Report
Date: October 12, 2016

Elections:

The Clerk's office continues to prepare for the November General Election. This Election will be held at the Wiscasset Community Center and will be in the Gymnasium to allow room for the large voter turnout that is expected. This will also allow for poll watchers and petitioners to be within view of the Warden and Moderator. This change makes it possible for the polling area to have a separate entrance and exit which is recommended by the Secretary of State; allowing Election Day to go smoother.

The town ballot for the November Referendum has been ordered. Absentee ballots will be available on October 7, 2016.

The Clerk's office has been receiving Absentee ballot requests on a daily basis and the numbers are increasing daily. The last day to request an absentee ballot will be November 3, 2016.

Absentee voting will be conducted at the Wiscasset Green for those residents who wish to vote absentee. The State of Maine requires the Clerk to conduct absentee voting at certain assisted living and nursing home facilities.

Training for Election/Ballot Clerks will be on October 18, 2016, to update the Clerks on new changes in effect for the November 8, 2016, General Election.

Clerk:

Dog licenses will be available beginning on October 17, 2016, for the 2017 calendar year. Dog licensing can be done at the town office and also using the on line system at www.maine.gov.

Education:

The Town Clerk/Registrar of Voters attended the following education classes and meetings in September:

- Title 21-A State Election Law
- Voter Registration for the Registrar of Voters
- 2016 Maine Town & City Clerks' Association 21st Networking Day & Annual Meeting
- Lincoln Sagadahoc County Clerks Association meeting – Town Clerk, Linda Perry, was re-elected secretary of the Association for 2016 at the annual LSCCA meeting.



Town of Wiscasset

Financials:

	Auto Excise	Boat Excise	Agent Fees	Vital Fees
Monthly Revenues	\$70,353.26	\$85.00	\$1,335.75	\$313.80
Year to date	\$193,382.24	\$900.40	\$4,174.25	\$1,315.60
Met yearly revenue projection by:	33.93%	16.08%	25.76%	38.58%



Town of Wiscasset

CODE ENFORCEMENT REPORT

To: Marian L. Anderson, Town Manager
From: Stan Waltz, Code Enforcement Officer
Re: Monthly Report
Date: October 12, 2016

September was a busy month for inspections and following up on complaints. I had a number of calls from realtors and law offices concerning vacant properties and septic designs and such.

The following permits were issued in September: twelve (12) building permits and five (5) plumbing permits.

Total income for the building permits \$2,280 with a value of \$596,464.00; income for plumbing permits was \$ 652.50

It is getting to that time of year where you should be watching for ice early in the mornings especially on decks and wooden walkways. You should be getting your scrapers and ice melt out before you need them.

If you are burning wood then you should have your chimney checked for any blockages or built up creosote from last heating season. Older stove pipe should be checked for holes or rust and tightness.

It is also an opportunity to check your clothes dryer vent for any built up lint in the line or damper on the outside of your house.

Respectfully submitted,
Stan Waltz
Code Enforcement Officer
Wiscasset



Town of Wiscasset

EMS/EMA REPORT

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

1. Run Volume for September:

City	# of Runs	% of Runs
Boothbay	1	1.52%
BOOTHBAY HARBOR	1	1.52%
BRUNSWICK	1	1.52%
DAMARISCOTTA	5	7.58%
Edgecomb	12	18.18%
Westport (Town of)	3	4.55%
Wiscasset	38	57.58%
Woolwich	5	7.58%
Unknown	<u>0</u>	<u>0.00%</u>
Total	66	100%

Updates:

1. Appointed a Deputy EMA Director- Kristin Draper (works for Lincoln EMA)
2. Community Center - The Assistant Commissioner has **unofficially** told us we are getting a generator for the Community Center. Todd has been advised and they are working to prep a site for the placement.
3. Dispatch- A meeting is scheduled on October 14 with the Director of Lincoln 911, and the Assistant Commissioner of Lincoln County. This meeting is to help facilitate better communication needs of the Wiscasset Ambulance Service and our dispatch protocols.
4. Ambulance 87- 2003 Wheel Coach with 122,000 miles. To make you aware we are starting to have functional issues with this ambulance. Lights in the inside are starting not to work, outside door handles need replacing, driver's side door will not unlock when the automatic lock gets touched. This ambulance is currently in the capital improvement plan for the service to be replaced this coming budget. We are keeping our fingers crossed it will make it.



Town of Wiscasset

5. Construction- for the bedroom renovations. They will start by October 23 and the completion date is November 11.
6. On October 27th, the local fire departments and ambulance services will be meeting here at Wiscasset to review the local resource list of equipment. This is to help department needs during emergency situations.
7. We are moving forward with the application process for Community Paramedic with the State of Maine.
8. On November 1st at the regular scheduled selectmen's meeting I will be requesting liquidation on several radio items. We currently have (4) pagers and (7) radios that do not work. We are looking to liquidate them for a couple of new ones.

Respectfully Submitted,
Toby Martin- EMS Director



Town of Wiscasset

PARKS AND RECREATION DEPARTMENT

To: Marian L. Anderson, Town Manager
From: Todd Souza, Parks & Recreation Director
Re: September Monthly Report
Date: October 13, 2016

The Parks & Recreation Department strives to work with town departments, community organizations, schools, volunteers and our youth in an effort to provide a well-balanced selection for programming and facilities.

This report is created to highlight these efforts during the past month.

“Commitment to the team – there is no such thing as in-between, you are either in or out” ~ Pat Riley

Community Events

- Held planning session with the Wiscasset Area Chamber on Scarecrowfest. & “Nightmare on Federal Street”.

Coordination Meetings

- Hosted Board of Selectmen and Budget Committee members for a WCC tour and CIP review
- Attend Land for Maines Future Meeting – received approval for K.E.L.T. to become grant primary & one-year extension granted
- Met with Youth Cheerleading Coaches
- Attended the Senior Trustee Meeting

Staff

- Advertised and held interviews for vacant PT positions
- Trained new employees ASA, Front Desk and Custodians
- Conducted Employee appraisal meetings
- Held two “Team” meeting with lead staff

Facilities

- Roof replacement Project – Added two new light fixtures over lane one
- Replaced 10 light fixtures in the pool area with new LED fixtures



Town of Wiscasset

Programs

- Opened our After-School Adventures program (Average 29 participants per day)
- Fall youth soccer program – 114 Participants
- Fall Run Club – 21 participants
- Reserved Celtic Tickets and Transportation for February 5, 2017 Game vs. Clippers

Public Relations

- Held an Outdoor Adventure Hub, Open House with the Midcoast Conservancy. 22 Riders participated in a group Mtn. Bike ride and 40 folks overall participated in our cookout/survey meeting.

Operations

- Marketing meeting to plan production of new department brochure and tri-fold

WINTER HOURS

(August 29, 2016 – May 30, 2017)

Monday – Thursday:	5:00am – 9:00pm
Friday:	5:00am – 8:00pm
Saturday:	8:00am – 4:00pm
Sunday:	1:00pm – 5:00pm

Please feel free to contact the department at 882-8230 with any questions or to share program ideas. Once again thank you to our staff, volunteers, community organizations and local businesses for their support and dedication over the past month.

www.wiscassetrec.com



Town of Wiscasset

PLANNING DEPARTMENT REPORT

To: Marian L. Anderson, Town Manager
From: Benjamin Averill, Town Planner
Re: September Monthly Report
Date: October 13, 2016

Community Planning and Economic Development:

During the month of September I had several opportunities to engage in activities that I usually do not undertake. I had the privilege of being able to attend the Northern New England Planning Association annual conference in Portsmouth, NH on September 8th and 9th. While attending the conference I learned about best practices in planning from other municipalities around New England. I also had the chance to attend a training presented by the National Alliance for Historic Preservation Commissions on September 23rd. This training was very helpful to me and the members of the Historic Preservation Commission who attended as it highlighted challenges that the commission may face as well as provided legal guidance on how to make historic preservation ordinances more effective and easier to understand.

Over the last several weeks I have been researching methods to expand broadband service into town. An RFP was submitted to hopefully draw interest from providers and industry experts to begin the process of expanding broadband service in Wiscasset. The RFP is due in mid-October and I am hopeful that we will have several providers interested in starting the process. Additionally I have been researching ordinances in surrounding communities especially related to design standards in historic districts. It is nice to note, as well, that even as the summer season has come to a close there is still a lot of interest in building permits and strong interest in economic development opportunities in town.

Waterfront Committee

On September 29th the Waterfront Committee had a chance to speak with two vendors who were interested in space on the Main Street Pier. The Waterfront Committee approved the band "Y Wouldn't U?" to play on the pier for three dates in October. Additionally the committee heard from a vendor who is interested in utilizing space on both the Main Street and Recreational Pier for the 2017 season. The Committee also discussed updates to the pier policies for next year's rental season and discussed the importance of ensuring that the town's waterfront access and town floats were accessible and in good condition.

Historic Preservation Commission

The Historic Preservation Commission met on September 1st. The Commission has drafted a letter to send to property owners within the district that will educate them about the historic district. The Commission also reviewed two sign permits that were approved by the CEO for businesses within the historic district. Additionally the Commission voted to recommend an ordinance change to the ORC to regulate the placement of solar panels and other appendages in the historic district. The commission also discussed the MDOT Main Street project and continues to express an interest in working with the MDOT during the design phase to ensure that the project meets the design guidelines in the district.



Town of Wiscasset

Ordinance Review Committee:

The Ordinance Review Committee (ORC) met on September 26th to review a recommendation by the Historic Preservation Commission. The Commission recommended a change to the design guidelines of the historic preservation ordinance to ensure placement of solar panels and appendages within the district conform to the design guidelines in place.

Conservation Commission

The Conservation Commission held their first meeting after their summer break on September 28th. They recapped some of the important events that have happened over the last few months including the purchase of White's Island and the ongoing natural resources inventory at the Montsweag Dam site. The commission received a presentation on energy efficiency from the Sun Cats, who also gave a brief synopsis of the current status of solar energy in Maine after state wide policy changes were enacted over the summer. Additionally the commission is exploring the possibility of a kayak race at some point in 2017.

Planning Board:

The Planning Board did not meet in September.

Respectfully submitted,

Ben Averill



Town of Wiscasset

Wiscasset Police Department

To: Marian L. Anderson, Town Manager
From: Jeffrey Lange, Wiscasset Police Chief
RE: Monthly Report
Date: October 13, 2016

Significant Events and Issues

1. The Police Department held their first Coffee with a Cop event at Treats. We had about 30 people come through and ask great questions. Had a lot of good feedback.
2. Federal Street enforcement- Officers have been on Federal St enforcing the speed limit signs and truck enforcement.
3. The Police Department is gathering a list of streets from residents that are requesting their speed limit be reevaluated. Chief Lange is gathering that info and will be working with the Road Commissioner on going forward.
4. The Chief and the SRO assisted and were directly part of the school lock down drills at both the HS and Elementary. Both drills were completed and some deficiencies were identified and are being corrected with the School Administration.
5. The Police Department scheduled a Public Safety Meeting with the business owners in the downtown area and the Chamber of Commerce in regards to the Downtown development plan. All Department heads from the PD, FD and EMS to be on hand for questions. The meeting will be held on October 17th at 5:30 in the Hearing room.

Respectfully Submitted,
Jeff Lange



Town of Wiscasset

TRANSFER STATION

To: Marian L. Anderson, Town Manager
From: Ron Lear, Transfer Station Superintendent
Re: Monthly Report
Date: October 8, 2016

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

Type of Material	Tons	Cost/Ton
Municipal Solid Waste (Trash)	172.13	-\$63
Demo	48.45	-\$63
Single Stream	29.07	-\$5
Metal	24.68	+\$130
Computers	3254 lbs.	+\$.15/lbs
Brush/Lumber	36	-\$35
Organics for Compost	1900 lbs.	0
Mixed Copper/Alum/Lead	0 lbs.	+\$.74/lbs.
Shingles	15.01	-\$25
Sheetrock	0	-\$0
Cardboard	0	+\$105

We also recycled 27 bales of cardboard.

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

Types	Revenues:
User Fees	\$7243.20
MRC Dividend	\$ 0
Metal (Light iron, batteries, mixed copper)	\$ 0
Cardboard	\$ 0
Computers	\$95.41

Operations:

1st we shipped 8 gaylords of TV's. 2nd we sent 60 yards of mulch to Lincoln County for composting. 20th Kennebec Fire Equipment came and did fire extinguisher inspections. On the 21st we shipped 2 boxes of rechargeable batteries.

Expenses & Revenues:

Expenses are at 22.46% and the Revenues are at 25.64%



Town of Wiscasset

WASTE WATER TREATMENT PLANT

To: Marian L. Anderson, Town Manager
From: William Rines, Waste Water Treatment Plant Superintendent
Re: Monthly Report
Date: October 5, 2016

For the month of September our average flows were 139,000 gallons per day putting us at 22 % of our licensed flow. We recorded 1.2 inches of rain for the month. Our licensed flow is 620,000 gallons per day.

Operations

Getting the pump stations cleaned up, lights working and general housekeeping and preparing them for colder weather has been our hit list for the month. We also have had to take over operations of the pump station at the Mason Station property which puts us at 18 at this point. Chlorination season for us closes September 30th. D.O.T. has plans of shim coating a few of the local roads with paving so we will need to shim some of the manhole covers up to grade.

Financials

We received \$45,959.15 in user fees for the month and are at 24 % of the anticipated revenues for the year. Expenses are at 19 % at 25 % thru the year.

William Rines

Wiscasset
Board of Selectmen Goals
For
Fiscal Year 2016-2017

Financial Goals

- Back taxes collection alternatives, review policy, next steps
- Look at Mason Station tax situation; go after properties they just paid on.
- Before going to polls estimate mil rate
- Review town's fees for services and permits
- Increase undesignated fund balance by 3%

Organization Goals

- Meet with Town Committees
- Look at the possibility of combining EMS/Fire Departments
- Better communication between School and Budget Committee
- Look into recording meetings with existing equipment
- Boston Post Cane presentation to Wiscasset's oldest citizen
- Ship mast remains-display (where, when and how)

Economic Development Goals

- Expand Broadband services

Capital Improvement

- Update Capital Improvement plan
- Paving Plan Bond discussion
- Review Siemen's and Mechanical Services report
- Project department's capital needs beyond immediate—5 years, 10 years
- Fire/EMS Primo vents
- Fire Department Ladder Truck, estimated cost and life expectancy
- Replacement plan for vehicles, computers
- Road work plan

Town Facilities and Maintenance

- Red Brick School House
- Powder House
- Scout Hall
- Town Clock

MEMORANDUM

06/01/16

To: Board of Selectman
Via: Town Manager
Airport Advisory Committee
From: Airport Manager

These new Prices & Fees were approved by the Board of Selectmen on Tuesday, May 31, 2016 at the regular meeting. (The new Prices & Fees replaced the fees established by the Board in 2013).

Table with 4 columns: Product/Service, Current Rate, Proposed Rate, Change. Rows include After Hours FBO Service, Coffee, Conference Room, Display Rolling Rack with Hangers, Display Case Rental, Fuel (100LL Full-Service, Self-Service, Jet A w/Prist Full-Service, Self-service), Hangar Storage (Month Heated, Unheated, Overnight), Land Lease (developed, undeveloped), Office Space, Oil (Quart), Ramp Fee, Rental Cars, Security Gate Card, Tie Down (Month, Overnight w/electric, Overnight).

1 Minimum 1 hour
2 \$0.10/gallon discount for fuel purchased with cash or check
3 Water and/or Sewer
4 Authorized personnel can opt to use system without card at no charge.
5 Outlets along outside FBO wall
6 First night free with reasonable fuel purchase

Kathleen Onorato

From: Ellin Jasmin <payables@wiscasset.org>
Sent: Monday, August 29, 2016 9:56 AM
To: admin@wiscasset.org
Subject: FEES CHARGED

Kathy, from the front counter when someone gives us a check which bounces – we contact by letter if we cannot reach by phone and let them know there is

A \$35 NSF check fee. \$5.00 goes to cover the fee the bank charges us on the return check, and \$30 goes into the NSF check fee account. We sometimes have to mail two to three letters and even send the chief to the door to try to collect these fees. We request the fees be paid in cash/bank check/or money order only.

Faxing fees – need to be to cover incoming insurance faxing.

Right now: we are only charging for out-going

\$2.00 first page

\$1.00 each page after

WE get a lot of people who show up here without their insurance cards and this faxing is completely on the town office.

We should be charging for incoming faxes as well

Copy fees

8.5x11 = \$.25 /per black and white copy page

8.5x11 = \$. 50/per 2-sided black & white

8.5 x 14 = \$0.50

11x17 = \$1.00

Not sure on the color copies?

Water front –

- Mooring \$50 per resident \$150 non-resident, \$200-Corporation [seasonal]
- Commercial Pier only \$50/ with Mat & Boom \$200

Shellfish is under ordinance

Worm carts I think are under ordinance \$20/cart allowed up to 2/person

Liquor licenses?

Business licenses?

Hope this helps – but the ones with questions, you will need to get answers from someone else.

*Ellin Jasmin,
Accounts Payable
Town of Wiscasset
Ph: 207-882-8200 Ex.102
Fax: 207-882-8228*

Ambulance Billing Current Rates:

Service

All Inclusive Rates

1. Basic Life Support	\$700
2. Advanced Life Support	\$1,000
3. Advanced Life Support 2	\$1,500
4. Basic Life Support Non-Emergency	\$400
5. Advanced Life Support Non-Emergency	\$500
6. Specialty Care Transport	\$2,000
7. Miles (Loaded)	\$20
8. On Scene No Transports	\$125
9. Intercept	\$300

EMS Subscription Plan

1. Senior Citizen	\$25.00
2. Senior Couple	\$40.00
3. Single Resident	\$50.00
4. Family Plan	\$100
5. Business Plan	\$250



Wiscasset Community Center
MEMBERSHIP INFORMATION

www.wiscassetrec.com

882-8230 * info@wiscassetrec.com

Membership Rates

Community Partner (CP): Resident of a Partner Community (Wiscasset, Westport Island & Alna).

If you would like to learn how to make your community a partner of the WPRD/WCC, please inquire at the guest services desk.

The privilege of having automatic monthly bank withdrawals allows members to cancel their membership with a 30 day written notice.

Type	Annual Membership Paid in Full		Monthly Automatic Withdrawal & Flex Payment		Single Month Paid in Full	
	3 - Month Minimum					
	CP	Standard	CP	Standard	CP	Standard
Family	\$444.00	\$576.00	\$42.00	\$53.00	\$77.00	\$103.00
Adult	\$300.00	\$432.00	\$30.00	\$41.00	\$51.00	\$77.00
Young Adult (18-25)	\$204.00	\$300.00	\$22.00	\$30.00	\$36.00	\$54.00
Senior Citizen	\$204.00	\$300.00	\$22.00	\$30.00	\$36.00	\$54.00
Senior Couple	\$312.00	\$452.00	\$31.00	\$43.00	\$54.00	\$86.00
Youth	\$144.00	\$204.00	\$17.00	\$22.00	\$27.00	\$41.00

Individuals using the WCC are required to pay a membership fee or day use fee.

Day Passes

Type	CP	Standard
Family	\$14.00	\$18.00
Adult	\$6.00	\$8.00
Youth	\$3.00	\$5.00

Membership Categories

Family: One adult or couple, dependent parents, youth and full-time college students living in the same household.

Adult: 26 years and older

Young Adult: 18 – 25 Years old.

Senior Citizen: 60 years and older.

Senior Couple: One or both 60 years and older.

Youth: Full-time high school student or 17 years or under.

Payment Options

Monthly auto withdrawals from your checking or savings account (minimum 3-month)

* Full payments can be made by cash, check or credit card. (Visa, Mastercard or Discover)*

Cancellation Policy

A written cancellation notice is required the **month** prior to payment withdrawal as stated in the membership agreement. All paid-in-full memberships are non-refundable and non-transferable.

Fees

A \$30.00 return fee will be assessed for all returned checks and bank withdrawals.

Winter Facility Hours

(August 29, 2016 - May 31, 2017)

Monday – Thursday	5:00 am – 9:00 pm
Friday	5:00 am – 8:00 pm
Saturday	8:00 am – 4:00 pm
Sunday	1:00 pm - 5:00 pm

Pool closes prior to WCC closure

YOUR WCC MEMBERSHIP INCLUDES FITNESS CLASSES



Town of Wiscasset

FEE SCHEDULE

Subdivision	\$25.00 per lot or unit. \$50.00 per lot or unit for more than 5 lots or units.
Site Plan Review	\$.02 per square foot of floor space but not less than \$25.00
New non-commercial structures containing one or more residential dwelling units, and for mobile homes containing a dwelling unit	\$100.00 for the first \$1,000.00 of fair market value or part thereof, and \$3.00 for each additional \$1,000.00 of fair market value
New non-commercial structures that do not contain residential dwelling units	\$25.00 for the first \$1,000.00 of fair market value or part thereof, and \$3.00 for each additional \$1,000.00 of fair market value
Expansion of existing non-commercial structures which either do or do not contain residential dwelling units	\$25.00 for the first \$1,000.00 of fair market value or part thereof, and \$3.00 for each additional \$1,000.00 of fair market value
New commercial structures, and for the expansion of existing commercial structures	\$200.00 for the first \$1,000.00 of fair market value or part thereof, and \$3.00 for each additional \$1,000.00 of fair market value
Internal Plumbing	\$10 per fixture; minimum \$40
Subsurface Waste Water Disposal System	\$250 + \$15 DEP Fee
Signs	\$40 per sign

If a building permit is obtained after construction has been started or after a structure has been placed upon a lot, the fee shall be as set forth in the preceding subsections PLUS an additional \$300.00



Wiscasset Police Department

51 Bath Road, Wiscasset ME 04578 -Office 207.882-8202 Fax 207.882-8203



Jeffrey E. Lange
Chief of Police

Alfred Simmons
Sergeant

Administrative Fees

Background Checks - Local (*Recommended new charge)	
*Employment use	10.00
*Housing use	10.00
Concealed Weapons Permit	
New	35.00
Renew	20.00
Fingerprints (*Recommended new charge)	
*Employment use	10.00
SOR	0.00
Reports	
Motor Vehicle Accident	10.00
Offense	10.00
Arrest	10.00
Special Duty Per Hour (minimum of three)	35.00
Witness Fee	
Imposed by the Court	TBD



Internal use only

TEDOCS #: _____
 CT #: _____
 CSN #: _____
 PROGRAM: _____

State of Maine
DEPARTMENT of TRANSPORTATION
COOPERATIVE AGREEMENT

Wiscasset, Maine
Downtown Improvements Project*

~~FEDERAL PROJECT NUMBER: CMAQ 2184(300)~~
~~STATE WORK IDENTIFICATION NUMBER (WIN): 21843.00~~

RECITALS:

This Agreement is entered into by and between the **State of Maine, by and through its Department of Transportation**, an agency of state government having its principal administrative offices located at Child Street, Augusta, Maine (the "Department"), and the **Municipality of Wiscasset**, a municipal corporation located in the County of Lincoln having its principal administrative offices located at 51 Bath Road, Wiscasset, Maine (the "Municipality") (the Department and the Municipality jointly hereafter being the "Parties"), regarding a highway and traffic improvement project on and adjacent to Main Street (U.S. Route 1) beginning at or about Federal Street/Fort Hill Street and extending northerly to the southern abutment of Davey Bridge, including work on and adjacent to Railroad Avenue, Water Street, Middle Street and Creamery Wharf in Wiscasset (the "Project").

- **Appendix A** – Scope of Work;
- **Appendix B** – Acquisition of Property Rights and Maintenance of Improvements;

1. U.S. Route 1 is the primary highway serving Maine's mid-coast region and also serves as Main Street for the Wiscasset downtown area and historic Wiscasset Village. Due to its arterial significance, U.S. Route 1 is classified as Highway Corridor Priority 1 by the Department.
2. This portion of U.S. Route 1 routinely experiences significant traffic delays and pedestrian-vehicle conflicts during peak summer traffic periods. These impacts are expected to be alleviated by the Project.
3. The Parties' goal in implementing the Project is to improve the safety and mobility of motorized and non-motorized traffic along U.S. Route 1 and in the downtown village area, while minimizing adverse economic, environmental, historic and cultural impacts to the neighborhood.

4. As part of a cooperative Project vetting process, the Municipality's voters participated in a non-binding public referendum held on June 14, 2016 (the "Public Referendum"), through which a majority of the Municipality's voters expressed a preference to implement the Department's *Downtown Wiscasset Conceptual Drawing Option Number 2* and the accompanying *3-D Model and Video* (the "conceptual drawing and 3-D model being collectively referred to herein as "Option 2").
5. In response to the results of the Public Referendum, the Municipality's governing Board of Selectmen voted unanimously on June 20, 2016 to endorse the Municipality's participation in the Department's implementation of the Project in accordance with the attributes of Option #2.

Now therefore, in consideration of the foregoing, the Parties agree to the following:

6. The Department's preliminary estimate for the total cost of the Project as of the date of this Agreement is Five Million Dollars (\$5,000,000) (the "Preliminary Cost Estimate"). The Preliminary Cost Estimate is a planning-level estimate that may change upon formal design development of the Project, and is exclusive of any proposed or potential water, sewer or other utility improvements that are not specifically needed for construction of the Project.
 7. The Department agrees, at its sole cost, to procure and administer the necessary contracts, or to use its own forces, as appropriate, to complete all necessary planning activities, and to develop design plans, construction plans and specifications for the Project consistent with the proposal set forth in Option 2 using the Department's standard project development process to ensure adherence to ~~federal and state~~ all applicable regulations (the "Project" as referenced hereafter shall imply the incorporation of the attributes of Option 2).
- The Municipality acknowledges that Option 2 is conceptual in nature, and that the formal Project development process may reveal design and construction obstacles that require the Department to make adjustments to the conceptual aspects of Option 2. The Department will work collaboratively with the Municipality to evaluate any such adjustments and to develop reasonable alternatives to maintain the
8. ~~The Municipality agrees that such adjustments are at the sole discretion of the Department, and shall be supported by the Municipality so long as the overall character and intended attributes of Option 2 are adhered to wherever reasonably practicable.~~

Department Costs:

9. In addition to the expenses outlined in Item 7 above, the Department agrees to pay all costs associated with the following activities, unless otherwise noted in this Agreement or the attached Appendices:

- a. All permitting and inspection activities and associated fees, except that neither the Department nor its contractors will be required to pay for inspections by and permits from the Municipality;
- b. Acquisition of all necessary property rights to construct the Project as designed, unless otherwise noted in this Agreement or the attached Appendices;
- c. All construction costs associated with the scope of work outlined in Appendix A unless otherwise noted in this Agreement or the attached Appendices.

Municipality Costs:

10. Subject to the Department's approval and prior to the completion of the Department's Preliminary Design Report (the "PDR"), the Municipality may propose the inclusion of any additional work to be incorporated into the Project at the Municipality's sole expense (the "Additional Municipal Work"). Additional Municipal Work may include, but is not limited to, attributes such as additional sidewalk amenities, relocation of overhead utilities, addition of public restrooms, or other Project add-ons or increases in the quality or quantity of materials. ~~In the event that any components of the Additional Municipal Work are approved for federal participation in the cost thereof, such additional cost to the Municipality may be reduced to the non-federal share.~~
11. Upon the Department's review and approval of the PDR, the Municipality will be provided with a copy, including a written total estimated cost of the Project, and (if applicable) any Additional Municipal Work. Upon its review, the Municipality may, at its discretion, choose not to move forward with the construction of the Additional Municipal Work or any portion thereof.
12. The Municipality agrees to secure any funds necessary to cover its share of any Additional Municipal Work (if applicable). Once the Project advances to the completion of a PDR, and prior to the Project reaching final design status, the Municipality will be required to demonstrate to the Department that it has obligated the necessary funds through the appropriate local approval process. If the Municipality is unable to obligate the necessary funds for the Additional Municipal Work, the Department will move forward with the Project without the incorporation of the Additional Municipal Work, and the Municipality shall be responsible for any costs incurred by the Department related to the Additional Municipal Work in accordance with the Termination section of this Agreement.
13. The Municipality agrees to be responsible for payment of all internal costs incurred by municipal staff and other municipal resources, public engagement/outreach activities and other in-kind services provided by the Municipality in connection with the Project, as well as all legal costs incurred by the Municipality in connection with the Project.
14. The Department shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the state's option to withhold, for

the purposes of set-off, monies due to the Municipality up to any amounts due and owing to the Department with regard to this Agreement or any other agreement, any other contract with any State of Maine department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State of Maine for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The Department shall exercise its set-off rights in accordance with normal state practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the Department, its representatives, or the State Controller.

Collaboration Between Parties:

15. The Department shall consult with the Municipality prior to making any substantive changes that impact the scope or the estimated cost of the Project. In addition, the Department shall consult with and provide Project status reports to the Municipality at the following Project milestones:
 - Project kickoff/initial team meeting/formal public contact;
 - Completion of the PDR
 - Formal public meeting;
 - Completion of the plans, specifications and estimates (“PS&E”);
 - Changes in the Project schedule or associated cost estimates;
 - Other public informational meetings, workshops and public involvement actions as deemed appropriate by the Parties;
16. The Department will coordinate with the Municipality to hold public meetings as appropriate to solicit comments and design input, with the frequency, times and locations of such meetings to be mutually agreed upon by the Parties. The Department will lead all public meetings except for those held solely for the discussion of any Additional Municipal Work;
17. The Municipality shall participate as needed in Project team meetings and discussions;
18. The Town Manager, on behalf of the Wiscasset Board of Selectmen, will serve as the primary point of contact for the Municipality. The Municipality may choose to designate a Project Advisory Committee to assist the Town Manager with this public collaboration effort; however, only those actions approved by the Wiscasset Board of Selectmen by affirmative vote shall be considered official actions of the Municipality with regard to the Project;
19. The Department shall have final decision-making authority in all Project matters, but commits to working collaboratively with the Municipality to address Municipal questions and concerns regarding Project design elements. The Department will consider all local input when making Project-related decisions, and will strive to satisfactorily address all reasonable municipal concerns in the most practical manner possible.

Future Municipal/State Agreement Required:

20. After the final PS&E package is prepared, the Department and the Municipality shall execute a Municipal/State Project Agreement covering Project advertisement, award, construction, construction engineering, and future maintenance of Project-related improvements. Said Municipal/State Agreement will include the financial terms outlined in the PDR as described above, as well as a schedule for collection of the Municipality's share (if any) of the Project costs.

Termination and Legislative Appropriation:

21. The Department may postpone, suspend, abandon or otherwise terminate this Agreement upon thirty (30) days written notice to the Municipality and in no event shall any such action be deemed a breach of contract. Postponement, suspension, abandonment or termination may be taken for any reason by the Department or specifically as the result of any failure by the Municipality to perform any of the services required under this Agreement to the satisfaction of the Department.
22. The Department reserves the right to terminate the Project for any reason prior to the award of a contract to construct the Project. The Department also reserves the right to terminate all provisions pertaining to Additional Municipal Work at any time prior to the award of a contract to construct the Project because of any failure by the Municipality to meet any of the conditions and stipulations set forth in this Agreement.
23. Anything herein to the contrary notwithstanding, the Municipality acknowledges and agrees that, by law, the obligations set out in this Agreement are subject to available budgetary appropriations by the Maine Legislature and, therefore, this Agreement does not create any obligation on behalf of the Department in excess of such appropriations.

Miscellaneous Provisions:

24. The Department shall obtain ~~all required federal and state regulatory reviews and approvals~~ any state or federal permits or approvals, as needed, and will implement the respective public involvement requirements as appropriate. ~~Anticipated actions include:~~
- ~~a. National Environmental Policy Act (NEPA) — evaluation of alternatives;~~
 - ~~b. a. Section 106 — impacts to historic properties;~~
 - ~~c. Section 4(f) — parks, recreational lands, wildlife and waterfowl refuges, historic properties;~~
 - ~~d. Section 7 — work in waterways, if needed;~~
 - ~~e. Storm water discharge permits;~~
 - ~~f. Other state and federal permits and approvals, as needed.~~
25. To the extent permitted by law, the Municipality shall indemnify, defend, and hold harmless the Department, its officers, agents and employees from all claims, suits or liabilities arising from any negligent or wrongful act, error or omission by the Municipality, its officials, employees, agents, consultants or contractors. Nothing herein

shall waive any defense, immunity or limitation of liability that may be available to either party under the Maine Tort Claims Act (14 M.R.S. § 8101, et seq.) or any other privileges or immunities provided by law. Any other provision of this Agreement to the contrary notwithstanding, this provision shall survive any termination or expiration of this Agreement.

26. The Parties further agree to operate within the terms of this Agreement and in compliance with all applicable state and federal laws and regulations. The Parties shall fulfill all obligations diligently and cooperate in achieving the intent of this Agreement.
27. This Agreement constitutes the entire understanding between the Parties with respect to the Project described herein, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement.
28. No assignment of this Agreement is contemplated, and in no event shall any assignment be made without the express written permission of the Department.
29. This Agreement shall be binding on, and inure to the benefit of, the Parties and their respective successors and assigns.
30. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if in writing signed by each party or an authorized representative of each party.
31. This Agreement is governed by, and will be construed and enforced in accordance with, the laws of the State of Maine.
32. Any communications, requests or notices required or appropriate to be given under this Agreement shall be in writing and mailed via U.S. Mail, Certified or Registered, Return Receipt Requested or sent via a recognized commercial carrier such as, but not limited to Federal Express, that requires a return receipt delivered to the sending party. Said communications, requests or notices shall be sent to the other party as follows:

The Department: Maine Department of Transportation
 16 State House Station
 Augusta, ME 04333-0016
 Attn.: Ernie Martin, Project Manager

The Municipality: Town of Wiscasset
 51 Bath Road
 Wiscasset, ME 04578
 Attn.: Town Manager

33. This Agreement, once signed by the duly authorized representatives of the Parties, shall remain in effect until completion of the Project, or until terminated under provisions of the Termination section of this Agreement, or until superseded by a new agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in duplicate, effective on the date last signed below.

MUNICIPALITY OF WISCASSET

**STATE OF MAINE
DEPARTMENT OF TRANSPORTATION**

By: _____
Print Name: _____
Pulver
Its _____
Development Planning
Duly authorized*
Date: _____

By: _____
Print Name: ~~Herb Thomson~~ William A.
Director, Bureau of Project
Duly authorized*
Date: _____

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

APPENDIX A
Scope of Work

The Project involves a highway and traffic improvement project on and adjacent to Main Street (U.S. Route 1) in Wiscasset, beginning at or about Federal Street/Fort Hill Street and extending northerly to the southern abutment of Davey Bridge, including work on and adjacent to Railroad Avenue, Water Street, Middle Street and Creamery Wharf (the "Project").

1. The Project's anticipated scope of work shall be designed in a manner consistent with the Department's *Downtown Wiscasset Conceptual Drawing* and *3-D Model* for Option Number 2 ("Option 2"). The Project scope will be refined by the Department in collaboration with the Municipality during the design development process. The Project is expected to include the following major elements, which will be paid for by the Department unless otherwise noted:
 - a. U.S. Route 1 (Main Street) will be modified from its intersection with Federal Street and Fort Hill Street to Davey Bridge. Anticipated details include:
 - i. Two travel lanes with shoulders, as well as a left turn lane between Middle Street and Water Street to allow for left turns northbound onto Water Street and southbound onto Middle Street;
 - ii. Installation of a rectangular rapid flashing beacon at the Main Street crosswalk leading to the U.S. Post Office building;
 - iii. Elimination of on-street parking along Main Street between Water Street and Middle Street to allow for replacement and expansion of existing sidewalks with suitable highway access per the requirements of the Americans with Disabilities Act (ADA);
 - iv. Sidewalk amenities, such as landscaping, benches, chairs and tables, consistent with those depicted in Option 2. The Parties will collaborate and agree upon the selected materials, quantities and placements of such amenities during the design development process. The Municipality may be required to participate in cost sharing if requested modifications result in greater costs than those anticipated for the existing conceptual design of Option 2.
 - v. Installation of traffic signals with ADA-compliant pedestrian crossing signals and controls at the Main Street intersections with Water Street and Middle Street.
 - vi. Installation of a new crosswalk on Main Street at the west side of Water Street. Project design is expected to preserve all other existing crosswalks in their current locations.

- vii. Implementation of seasonal parking restrictions along Middle Street and Water Street to accommodate turning movements and anticipated increased traffic queues resulting from the new traffic signals. If feasible, efforts will be made to minimize any impacts these parking restrictions may have to on-street parking spaces.
 - viii. Construction of a new sidewalk adjacent to the existing sidewalk on Main Street located along Red's Eats to provide safe passage for pedestrians. The new sidewalk will be physically separated from the existing sidewalk, which will continue to be used for customers patronizing Red's Eats. Signs will provide clear definition of each sidewalk's purpose.
 - ix. Prohibition of left turns onto Water Street by southbound Route 1 traffic. Signs will provide guidance to motorists seeking access to Water Street.
 - x. Continued allowance of left turns onto Railroad Avenue by northbound Route 1 traffic; however, signs will encourage travelers to park on either Water Street or at Creamery Wharf.
 - xi. Modifications to drainage, as needed to comply with the new street configuration. Such modifications may include those to building roof and foundation drains, as well as other storm drains, if necessary to protect the integrity of the Project improvements.
 - xii. Utility improvements to the extent that such are specifically required as a direct result of Project construction, with overhead utilities being preserved. Costs associated with installation of underground utilities or other utility improvements shall be borne by the respective utility districts or the Municipality, and not by the Department. The Department will coordinate with the utilities as needed.
 - xiii. Installation of new street lights and pedestrian lights along Main Street. The Department will provide the Municipality with options for lighting fixtures to be implemented at the Department's expense. If the Municipality chooses to upgrade to more costly fixtures or to increase the quantity of fixtures, the Municipality may be required to pay for the difference in cost.
- B. Full reconstruction of Railroad Avenue as an outbound, one-way street from Main Street to Water Street, including both on-street and off-street parking and a full-length sidewalk connecting Main Street to Water Street. The Department will provide the Municipality with options for street lighting and landscaping. The municipality may be required to participate in cost sharing if requested modifications result in greater costs than those anticipated for the options offered by the Department.

- C. Possible modifications to Creamery Wharf to provide additional parking spaces, subject to permitting and other limitations not yet explored.
 - D. Construction of a new parking lot on Water Street, including landscaping and lighting to provide visual and auditory screening to abutters. An informational kiosk and two park benches will be installed. The Parties will collaborate to identify all other municipally-owned parking lots and properties located near Main Street that may be suitable for parking. Municipal cost sharing may be required to upgrade existing municipal facilities to better serve the parking needs of the downtown area.
 - E. Installation of all necessary regulatory and advisory signs and pavement markings within the Project area.
 - F. Collaborative development of standardized sign templates for street names, parking (handicap, elderly, short-term and long term) and directional navigation for local points of interest, such as museums, historic sites, local dining, lodging and public restrooms, as well as purchase and installation of such signs within the Project area and affected side streets. Whenever possible, universally-recognized symbols will be used instead of text.
2. The Parties acknowledge that the scope of work outlined herein, as associated with Option 2, is conceptual in nature, and that the formal Project development process may reveal design and construction obstacles that require the Department to make adjustments to the conceptual aspects outlined above. The Municipality agrees that such adjustments are at the sole discretion of the Department, and shall be supported by the Municipality so long as all the overall character and intended attributes of Option 2 are adhered to wherever reasonably practicable.

APPENDIX B
**ACQUISITION OF PROPERTY RIGHTS AND
MAINTENANCE OF IMPROVEMENTS**

1. Property Acquisition:

Implementation of the Project may require the acquisition of private property rights, and may also include modifications to Town properties, as follows:

- a. The Department may acquire property rights from private parties along Water Street to support construction of a municipal parking lot.
- b. The Department may acquire property rights from private parties along Railroad Avenue to support construction of the road and associated on-street and/or off-street parking.
- c. The Department may acquire property rights from the Municipality to support Project activities being performed on municipally-owned properties, such as Creamery Wharf and existing municipal parking lots located on Middle Street and Water Street. By execution of this Agreement, the Town agrees to grant any necessary temporary rights to the Department, and to allow such work to be performed on municipal properties without additional compensation from the Department.

2. Maintenance and Operation Responsibilities:

After the final PS&E package is prepared, the Parties will enter into a Municipal/State Agreement establishing, in part, allowable uses of Project infrastructure and each party's assigned maintenance obligations with regard to such Project infrastructure. The terms of that agreement shall be consistent with the following:

- a. Upon completion of the Project, the Department will be responsible for all year-round maintenance of the U.S. Route 1/Main Street highway infrastructure, including travel lanes and shoulders, and will include all winter and summer maintenance, annual sweeping, periodic clearing of catch basins, painting and road striping, and replacement of regulatory and warning signs along U.S. Route 1 and at the U.S. Route 1 intersections as needed.
- b. Upon completion of the Project, the Municipality will be responsible for year-round operation and maintenance of all properties improved by the Project other than the U.S. Route 1 travel lanes and shoulders, including, but not limited to, the following:
 - i. Operation and maintenance of all traffic signals, street lights and other lighting purchased or installed in connection with the Project including payment of all associated electrical service, maintenance and periodic light bulb replacement, as needed. The Municipality agrees to maintain all lights with equipment technology equal to or greater than that which has been installed.
 - ii. Winter and summer maintenance of all sidewalks, sidewalk amenities (including but not limited to benches, seats, tables and landscaping), parking facilities and all

other facilities purchased, installed or constructed in connection with the Project unless specifically identified as being the responsibility of the Department. Expected maintenance requirements include replacement of landscaping and signs, repaving of parking lots, and other periodic capital improvements as needed.

- iii. Annual painting of cross walks and striping of parking lots;
 - iv. All Project improvements and amenities maintained by the Municipality shall be maintained in such a manner as necessary to preserve the use and function thereof for the expected period of their normal useful life as determined by accepted engineering and/or industry standards.
 - v. Parking lots and other facilities improved in connection with the Project shall be used exclusively for their Project-intended purpose, and shall not be used for any additional purpose without the Department's prior written consent.
3. If the Municipality fails to satisfy its operation and maintenance obligations as set out in the Municipal/State Agreement, the Department may apply monies owed to the Municipality for other highway maintenance purposes and/or from other sources as deemed appropriate by the Department to adequately cover the cost of properly performing said operation and/or maintenance obligations.

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**BERN
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Shana Cook Mueller
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smueller@bernsteinshur.com

October 6, 2016

D. Wayne Moore
Murray Hill Properties, Inc.
PO Box 21
East Boothbay, Maine 04544

Re: AMOUNTS OWED AND PAST DUE TO THE TOWN OF WISCASSET

Dear Mr. Moore:

On behalf of the Town of Wiscasset (the "Town"), I am hereby making demand for payment to the Town for money owed by Murray Hill Properties, Inc. for sewer usage of properties located at 3 Heritage Lane, Wiscasset, Maine 04578 (the "Property") in the amount of **\$33,494.37**. This amount is well past due, the Property is now subject to sewer liens and such liens are expected to be foreclosed by the Town.

The Town intends to take all appropriate legal action against Murray Hill Properties, Inc. in order to obtain satisfaction of the debt and to protect the Town's interests in the Property, including filing a civil suit for such payment, unless you come current with these amounts within thirty days of this letter.

In order to stop this process, make a bank check payable to the "Town of Wiscasset" and remit \$33,494.37 payment to: Town of Wiscasset, 51 Bath Road, Wiscasset, Maine 04578, with a copy of your transmittal letter to me.

Thank you for your attention to this matter. If you have any questions, I can be reached at 228-7134.

D. Wayne Moore
October 6, 2016
Page 2

Sincerely,

A handwritten signature in black ink, appearing to read "Shana Cook Mueller". The signature is fluid and cursive, with the first name "Shana" being the most prominent.

Shana Cook Mueller

cc:
Marian Anderson, Town Manager, Town of Wiscasset
The First, N.A., mortgage holder

Memo

To: Wiscasset Board of Selectmen
From: Linda E. Perry, Town Clerk
CC: Marian Anderson
Date: 10/4/2016
Re: Registrar's Hours for November 8, 2016 Election

The Registrar of Voters in municipalities with populations of more than 2,500 must be open on the last 5 business days that the clerk's office is open before Election Day, during the same hours that the clerk's office is open and for 2 hours between 5-9 pm on at least 1 of these days. The municipal officers may change the schedule set in this section of the law according to the needs of the municipality.

I am requesting that the Board change the hours for the registrar to be consistent with the normal hours of operation on those 5 days and not require the additional hours between 5-9 pm.

Sincerely,

Linda Perry

Dept	Account	2016-2017 Approved Budget	2016-2017 YTD 09/30/16	Balance	% spent of budget	% into budget year
25-01	ADMINISTRATION	\$ 193,478	\$ 50,363	\$ 143,115	26.0%	25.00%
72-01	AIRPORT	\$ 283,175	\$ 82,374	\$ 200,801	29.1%	25.00%
27-09	ANIMAL CONTROL	\$ 11,487	\$ -	\$ 11,487	0.0%	25.00%
25-05	ASSESSING	\$ 6,192	\$ 199	\$ 5,993	3.2%	25.00%
25-32	BOARDS & COMMITTEES	\$ 1,611	\$ 128	\$ 1,483	7.9%	25.00%
53-14	CAPITAL IMPROVEMENT	\$ 486,430	\$ 309,443	\$ 176,987	63.6%	25.00%
25-31	CELEBRATIONS	\$ 14,500	\$ 8,200	\$ 6,300	56.6%	25.00%
31-11	CEMETERIES	\$ 57,692	\$ 14,038	\$ 43,654	24.3%	25.00%
25-33	CODE ENFORCEMENT	\$ 48,769	\$ 12,366	\$ 36,403	25.4%	25.00%
45-15	COMMUNITY ORG/WP LIBRARY	\$ 71,433	\$ 8,933	\$ 62,500	12.5%	25.00%
25-11	CONTINGENCY	\$ 35,000	\$ -	\$ 35,000	0.0%	25.00%
25-30	CONTRACTUAL SERVICES	\$ 116,372	\$ 30,082	\$ 86,290	25.8%	25.00%
14-99	COUNTY TAX	\$ 578,045	\$ -	\$ 578,045	0.0%	25.00%
25-08	ELECTIONS	\$ 19,254	\$ 5	\$ 19,249	0.0%	25.00%
78-01	EMS	\$ 478,250	\$ 123,674	\$ 354,576	25.9%	25.00%
25-06	FINANCE	\$ 218,632	\$ 57,026	\$ 161,606	26.1%	25.00%
27-02	FIRE	\$ 137,173	\$ 35,696	\$ 101,477	26.0%	25.00%
25-34	GENERAL ASSISTANCE	\$ 25,077	\$ 3,145	\$ 21,932	12.5%	25.00%
25-12	MUNICIPAL BUILDING	\$ 61,508	\$ 13,726	\$ 47,782	22.3%	25.00%
25-35	MUNICIPAL INS./UNEMPLOY	\$ 45,520	\$ 12,929	\$ 32,591	28.4%	25.00%
25-02	OFFICE OF SELECTBOARD	\$ 27,247	\$ 4,693	\$ 22,554	17.2%	25.00%
79-01	PARKS & RECREATION	\$ 723,263	\$ 208,925	\$ 514,338	28.9%	25.00%
25-17	PLANNING	\$ 66,596	\$ 16,244	\$ 50,352	24.4%	25.00%
27-01	POLICE	\$ 425,603	\$ 107,453	\$ 318,150	25.2%	25.00%
25-37	PUBLIC UTILITIES	\$ 204,600	\$ 36,749	\$ 167,851	18.0%	25.00%
31-03	PUBLIC WORKS	\$ 679,944	\$ 140,152	\$ 539,792	20.6%	25.00%
240-35	RETIREE HEALTH INSURANCE	\$ 37,314	\$ 5,924	\$ 31,390	15.9%	25.00%
77-01	SENIOR CENTER	\$ 21,577	\$ 1,212	\$ 20,365	5.6%	25.00%
45-04	SHELLFISH	\$ 10,585	\$ 1,831	\$ 8,754	17.3%	25.00%
25-36	TAN INTEREST/School withdrawal BAN	\$ 245,234	\$ 10	\$ 245,224	0.0%	25.00%
25-07	TOWN CLERK	\$ 80,823	\$ 19,558	\$ 61,265	24.2%	25.00%
76-01	TRANSFER STATION	\$ 555,873	\$ 124,840	\$ 431,033	22.5%	25.00%
74-01	WASTEWATER	\$ 458,695	\$ 86,562	\$ 372,133	18.9%	25.00%
73-01	WATERFRONT	\$ 41,175	\$ 8,988	\$ 32,187	21.8%	25.00%
	Totals	\$ 6,468,127	\$ 1,525,468	\$ 4,942,659	23.6%	25.00%