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WISCASSET BOARD OF SELECTMEN,
BOARD OF ASSESSORS AND OVERSEERS OF THE POOR
NOVEMBER 2, 2010

Preliminary Minutes

(tape recorded meeting)

Present: Bob Blagden, Vice Chairman Judy Colby, Pam Dunning, Chairman David Nichols, Ed Polewarczyk and Town Manager Laurie Smith

1. Call to Order

The chairman called the meeting to order at 7 p.m.

2. Pledge of Allegiance to the Flag of the United States of America

PUBLIC HEARING

Doug White, Wiscasset Raceway, LLC - Applications for Special Amusement Permits for a circus, music festival and bike fest

David Nichols moved that the Board of Selectmen approve the Special Amusement Permits by Doug White for a circus in June, a music festival in July and a bike fest in August to be held at the Wiscasset Raceway.

In response to Ed Polewarczyk's question, Rick Lang said the planned events were small enough that there should be no more impact than the regular activities held at the raceway. He said that he had not heard from the police, fire and emergency service on the application. The applicant was not required to complete the new applications for these events, as he had not received copies before making application. In response to Steve Smith's question, Laurie Smith clarified that the fee or cost of required town services would be due before the event, not with the application.

Steve Smith asked if meeting the state requirements for mass gatherings would suffice; the town requirements were more stringent. Pam Dunning said the board had adopted the town forms, which were guidelines for applicants, and they would be required. The town manager, planner and code enforcement officer will be meeting with Smith and White regarding future applications for mass gatherings. **Vote 5-0-0.** The public hearing was closed at 7:18 p.m.

3. Approval of Treasurer's Warrant: October 26, 2010 and November 2, 2010

David Nichols moved to approve the Treasurer's Warrant of October 26, 2010. Vote 5-0-0.

David Nichols moved to approve the Treasurer's Warrant of November 2, 2010. Vote 4-0-1.

4. Approval of Minutes of October 19, 2010

Pam Dunning moved to approve the minutes of October 19, 2010. Vote 5-0-0.

5. Special Presentations or awards: None

6. Committee Appointments: None

7. Public Comment

Joe Villanni, Musical Wonder House, asked for town assistance in relocating a directional sign, the current siting of which does not meet the town ordinance. The item will be placed on the November 16, 2010 agenda.

8. Department Head or Committee Chair Report

A. Barney Baker, Baker Design, regarding Waterfront Taskforce Planning Update

Baker illustrated the options open to the town with regard to the Memorial Pier that, because of its condition, can no longer be used for trucks dumping snow or other heavy equipment, although light trucks would be allowed on the pier. Because the town had not received a SHIP grant, cost of the options has to be considered.

Option 1 - do nothing; Option 2 - put a temporary brace on the end three piles for the short term at a cost of \$25-30,000; Option 3 - build a wing span for the heavy trucks and snow dumping, cost \$50-55,000; Option 4 - replace entire pier for \$325-350,000, which would not include the floats. The funding alternatives were discussed and it was the consensus of the board that nothing be done to the pier this winter; the fishermen will be able to use the pier and the road commissioner will make other arrangements for dumping snow. Use of interest from the town's funds to replace the pier will be on the June ballot for town approval. Baker was asked to complete the engineering designs for a complete replacement, furnish estimated costs to the board before June, and continue to look for grant money.

B. Ed Polewarczyk: Investment Advisory Committee quarterly report

Polewarczyk reported on the committee's meetings with the investment advisor and illustrated various scenarios for use of the town's reserve and endowment funds. He recommended a perpetual fund with annual withdrawal, which will provide annual resources for the town while at the same time maintaining the fund. This option will allow for efficient investment with timed withdrawals, providing funding for capital improvements without impacting the tax rate. The board supported the plan and asked that an investment policy be drafted for its approval. The investment advisor will meet with the board in January.

C. Rick Lang

1. Koehling property update: Lang reported that the oil tanks had been removed from the property, the hole filled, and CMP service removed. He said the property was ready to be used for fire department training. The two lots have been assessed at \$75,000. The Parks and Recreation Department had requested use of the property to expand its recreational opportunities. The mold and asbestos problems with the property were discussed. A motion to rescind the previous vote and sell the property in its entirety failed on a 1-4-0 vote. It was unclear whether the property would have to be tested and/or hazardous materials removed before a sale. **Pam Dunning moved to rescind the vote to burn the property until such time as we can find out the fiscal responsibilities of the town. Vote 5-0-0.** Lang will research costs and town responsibilities.

2. Former Lewis and Young Properties: The Board of Selectmen to sign deeds so the Town can close with the Buyers

The deeds were signed.

D. Roland Abbott: EMS staffing update

Abbott reported that the weekend coverage plan had been successful; the per diem coverage cost averaged \$500 less than estimated. The board authorized him to continue the coverage for the rest of the year.

9. Unfinished Business

A. Todd Souza: Discussion of the Wiscasset Community Center temporary partnership proposal with Boothbay Region YMCA.

The contract to allow use of the WCC by the Boothbay YMCA members was presented to the board. The total to be paid to the WCC is \$17,056, part of which would include purchasing equipment for the WCC. The contract was discussed and was amended to eliminate the furnishing of equipment by Boothbay YMCA in lieu of cash, as gross budgeting had been instituted and all funds received from BYMCA should go to the general fund. Todd Souza had indicated the equipment would compensate WCC members for the altered schedule while the BYMCA members used the facility and would provide items that are not in the WCC budget. A motion to sign the proposed agreement as presented failed on a 2-2-1 vote. **Bob Blagden moved to authorize the town manager to alter the agreement to include only money and move forward. Vote 4-1-0.**

10. New Business

A. 911 Proposed road names

David Nichols moved that the Board of Selectmen approve the 911 road names as proposed. Vote 5-0-0.

B. Hal Thayer request for Beano/Bingo and Games of Chance

David Nichols moved that the Board of Selectmen authorize Mr. Thayer's Game of Chance application. Vote 5-0-0.

11. Town Manager's Report

A. Boiler system update

The board received an update on the boiler from Bob McDonald; the Blagdons will monitor the situation and report to the selectmen.

B. Fire Training Use Agreement

David Nichols moved that the Board of Selectmen approve the Fire Training Use Agreement with changes as marked. Vote 5-0-0.

C. Other:

The board received copies of a letters to J. Clement asking for information regarding the Wiscasset bypass and from Attorney Flaherty regarding possible eminent domain action on behalf of the bypass project.

Central Maine Power has asked for a pole location permit on Beechnut Hill Road. The permit was signed.

Laurie Smith briefly explained the memo to the selectmen regarding the TIF valuation and the town's ability to shelter taxes. The town had not sheltered funds in 2009 and is eligible for BETE reimbursement, which would reduce the town's state valuation by \$700,000. Following a hearing with the state, a town meeting would be scheduled to vote to shelter these funds for 2009. Sheltering these funds for the current fiscal year can be voted on at the June town

meeting. **Judy Colby** moved to move forward with the necessary steps to transfer the sheltered BETE valuation to the TIF fund. **Vote 5-0-0.**

12. Other Board Business

David Nichols moved that the Board of Selectmen enter into Executive Session in accordance with 1 M.R.S.A. § 405(6)(D) to discuss Labor Negotiations. **Vote 5-0-0.**

13. Adjournment

The board exited Executive Session and adjourned at 10:30 p.m.



Town of Wiscasset

7 A.

To: Wiscasset Board of Selectmen,

From: Peter Arnold, Volunteer Project Manager for the Wiscasset Tidal Power Project

Date: November 10, 2010

Re: Tidal Power Project and FERC License

At your November 16th meeting I would like to provide a report to you about the Wiscasset Tidal Power Project.

On May 28th, 2009 the Town of Wiscasset received a Preliminary Permit from the Federal Energy Regulatory Commission to study the feasibility of using tidal turbines to make electricity from tidal water movement in the Sheepscot River. This permit is held by the Town of Wiscasset. If the project proved feasible and were to move forward the Town of Wiscasset would be in control of how the project developed and receive any income that the project might earn. It's important to remember that the Riverbank Project is distinct from the Wiscasset Tidal Power Project. Riverbank is studying the possibility of pump storage and is privately owned and financed. The Wiscasset Tidal Power Project is studying the possible use of electricity producing turbines placed in the in fast moving tidal areas such as Coswegan Narrows.

The first part of the study involved gathering data about the velocity of tidal flow in different areas of the study area to determine whether there is sufficient flow to move forward with a project. Jim Churchill, a researcher from Woods Hole Oceanographic was hired to gather preliminary data at a number of locations in the river. The data gathering part of the work was paid for by \$5,000 donation by Dot Kelly of Phippsburg who is interested in community scale tidal power development in Maine. The \$5,000 was enough to cover three days boat work culminating in a 12 hour study of six sites. It was not enough however to cover a full report of the findings. Mr. Churchill did provide a preliminary report on the best site found which is located just south of the Westport Bridge on the Wiscasset side. The reported flows are encouraging enough for me to recommend a full lunar cycle study at the site.

The University of Maine has organized a Tidal Power Development Group and the Wiscasset Tidal Power Project has been able to benefit from environmental studies done by this group. The work is being done by SW Cole, an environmental engineering firm from Bangor. They have contacted a number of agencies that would have to sign off on any development in the river and compiled the data on maps. Data is also being gathered on sturgeon, one of the endangered fish species in the river.

This project has the possibility of producing renewable energy for Wiscasset and an income. Given what we've found so far I would recommend moving forward with additional data gathering.

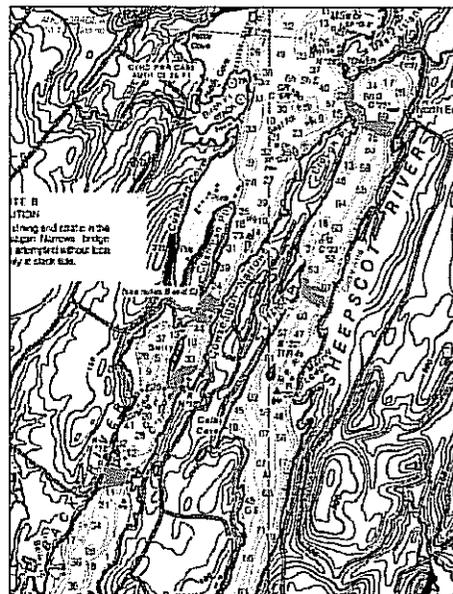
Surveying Tidal Power in the Sheepscot River September 30, 2010

The tidal velocity/power survey in the Sheepscot went smoothly, thanks in large part to the efforts of Cpt. Stanley King and the performance of his boat, the Seagull.



Surveyed Areas

Our sampling focused on five areas, indicated by the sampling sites (green dots) shown here. These areas were identified as high energy locations by a numerical model (devised for a Maine Yankee funded study) and by the data from a preliminary survey conducted on September 28.



The Survey Areas are:



In the channel
constriction near
the "Ferry
Landing" boat
ramp.

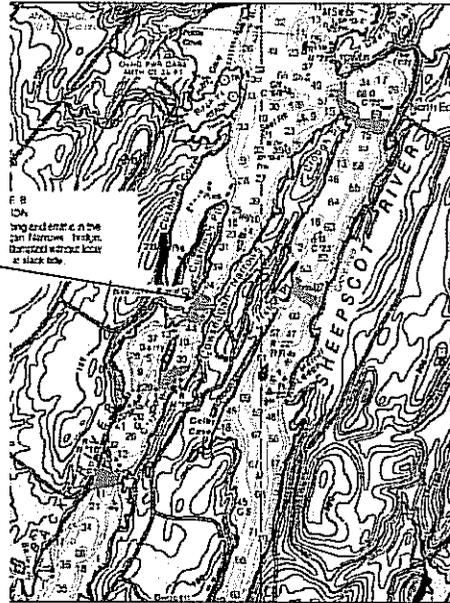
The Survey Areas are:



In the channel
constriction near
Berry Island

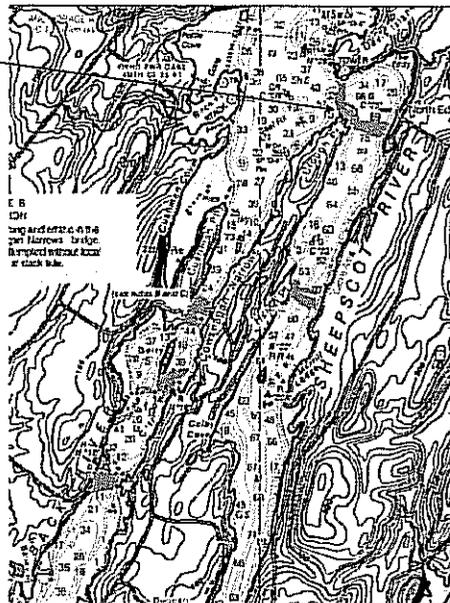
The Survey Areas are:

Near the bridge to Westport Island, the champ of channel constrictions in the Sheepscot.



The Survey Areas are:

The area off the northern tip of Westport Island, known as the Big Eddy.

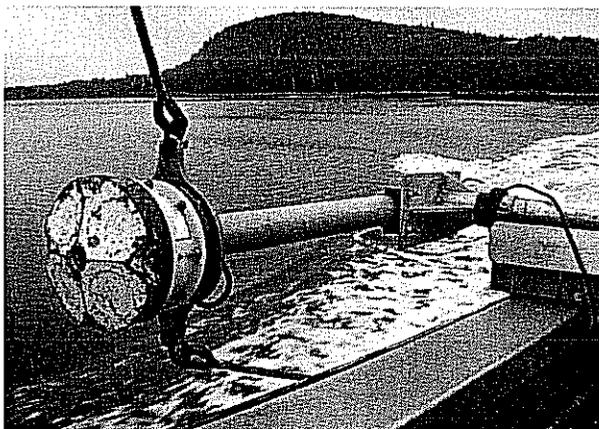


The Survey Areas are:



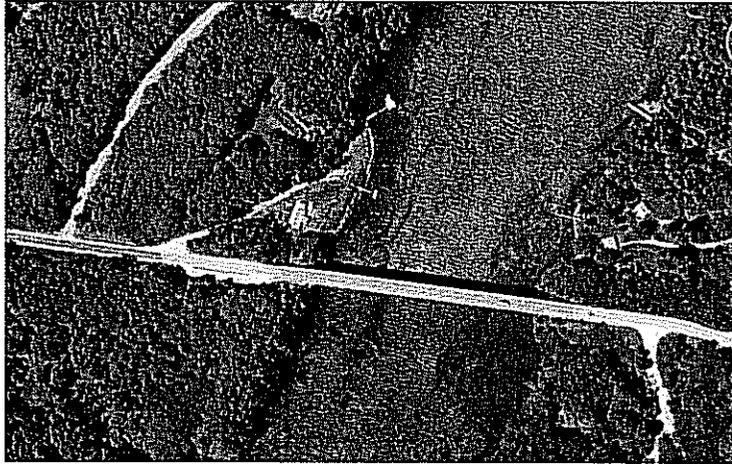
In the channel constriction off of Hilton Point, where the model shows the highest tidal velocities east of Westport Island.

The Gear



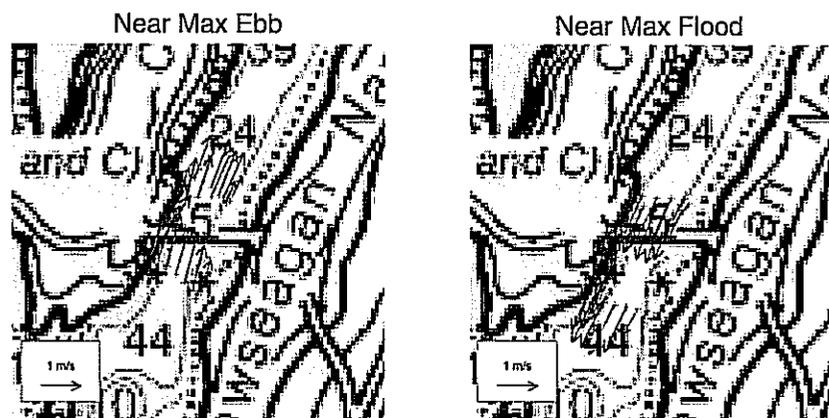
The principal piece of equipment used was an Acoustic Doppler Current Profiler (ADCP). Making use of the Doppler effect, an ADCP can "profile" velocities beneath the support ship as it follows a survey track. For this study, the ADCP (shown above tilted out of the water for fast steaming) was set up to give velocities in 0.5-m bins from roughly 1 m below the water surface to 1 m above the bottom. A profile was obtained once every 0.5 seconds.

Under the Bridge



The focus here will be on the tidal flows and tidal power near the Westport Island bridge.

The Tidal Flows

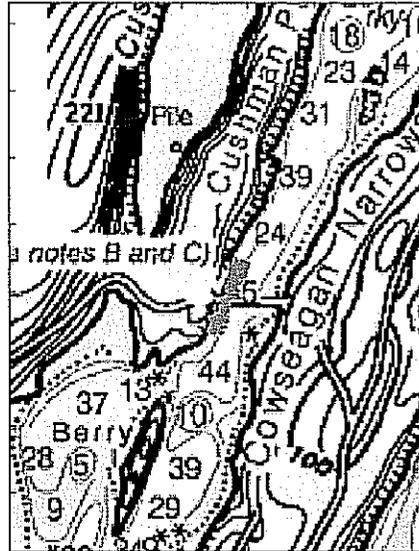


Our survey extended over roughly 12 hours, from a little after 6 AM to a little after 6 PM. During this time, we captured the maximum ebb and flood tidal flows (note that the flood tide flows into our region from the north, and the ebb tide exits towards the north).

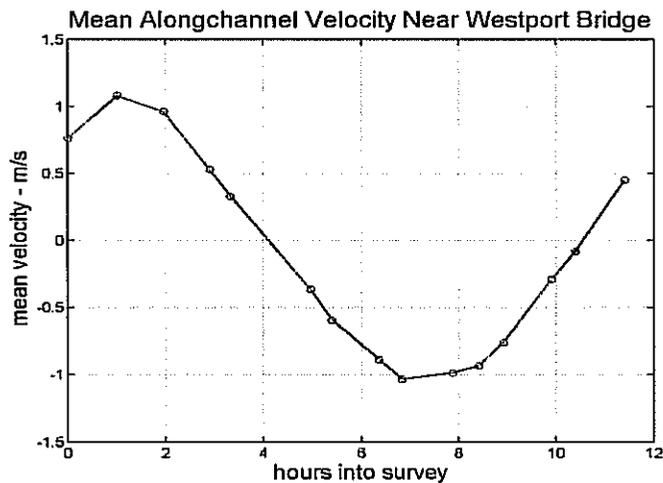
Capturing the Tidal Cycle

Observations near Cushman Point, Sept 30, 2010

One of the first choice areas for turbine emplacement is in the near-shore region under the western side of the bridge. To capture the tidal cycle in this area, all velocity observations in the area were averaged. Observations from shallow areas, at bottom depths of less than 7 m, were discarded, as these are not in the likely turbine emplacement zone.



The Tidal Cycle



The tidal velocity nicely follows a sinusoidal cycle, with maximum ebb (positive) and flood (negative) currents of slightly greater than 1 m/s. Velocities were somewhat higher directly underneath the bridge (by about 10 %), but this is a minor point.

Available Power

The object of our quest is, of course, the tidal power that might be tapped by an underwater turbine. Defined as the rate of energy production, power is often expressed in units of Watts (1W = 1 Joule per second). The total power available from a current of magnitude, v , passing through a cross-section of area, A , may be expressed as:

$$P = \rho Av^3/2;$$

where P is the power and ρ is water density.

A related quantity is the power per unit cross-sectional area, expressed simply as:

$$F = P/A = \rho v^3/2.$$

Technically, this is the energy flux, but it will be referred here to as "power density". This useful, "general", quantity is what will be presented here. The power that may be extracted from a turbine with a blade cross-section, $A_{Turbine}$, and an efficiency, η , is related to F by:

$$P_{Turbine} = \eta A_{Turbine} F.$$

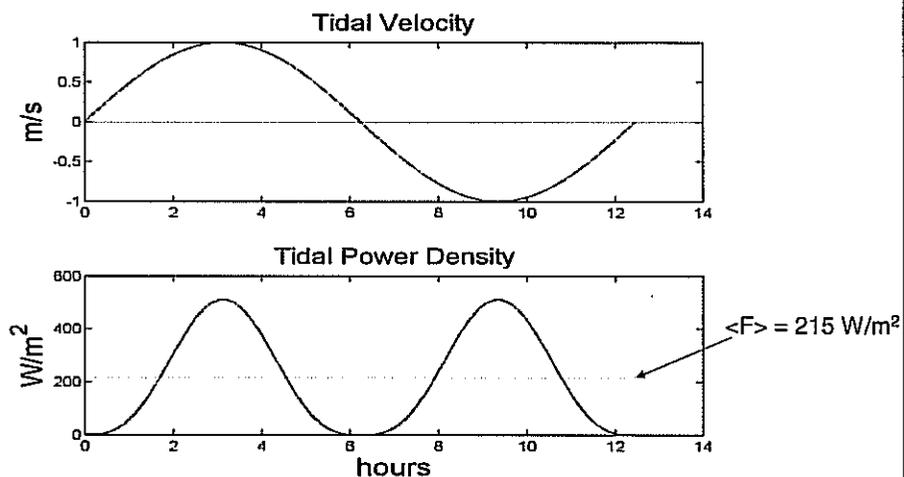
In computing F , sea water density, ρ , was set to 1020 kg/m³.

Relating Maximum Tidal Flow to Mean Power

With a little math, we can relate the maximum tidal velocity, V_{max} , to the mean power density over the half tidal cycle. The formula is:

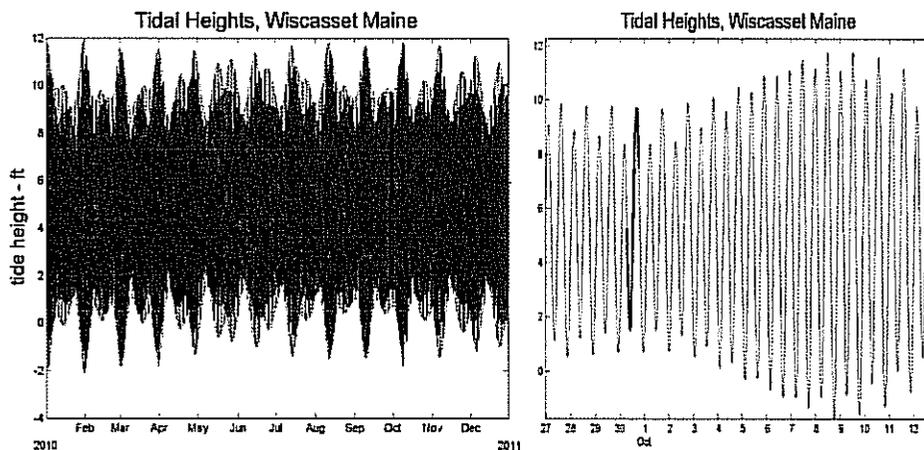
$$\langle F \rangle = \frac{2\rho V_{max}^3}{3\pi}$$

Power Density for a 1 m/s Max Tidal Flow



Above is an example showing the relationship between tidal velocity and tidal power for a max tidal flow of 1 m/s (roughly the situation found under the bridge). The mean power density is 215 W/m², not the biggest number in the world's tidal power tool kit.

Not the Strongest Tides of the Year



But wait! The timing of our survey was based on boat and personnel availability. Unfortunately, this availability did not coincide with a time of strong tides. In fact, our survey was conducted during unusually weak neap tides, as seen by highlighting the time of our survey (in red above) on a plot of tidal height at Wiscasset.

Extending the Analysis to Other Tides

To estimate the mean power density of other tides, we may assume that the maximum velocity of a particular tide is proportional to the height difference, H_{diff} , between high and low water. The height difference during our study, with V_{max} of 1 m/s, was roughly 7 ft, leading to the approximation for maximum tidal velocity under the bridge:

$$V_{max} = \frac{H_{diff}}{7 \text{ ft}}$$

Applying this formula and the formula relating V_{max} to average power density during a tide, allows us to use the tidal height differences at Wiscasset to roughly estimate the average tidal power density available under the bridge over the course of a year.

And the Answer is:

Applying this analysis gives gives an estimate of the mean (for 2010) power density available under the bridge equal to:

$$\langle F \rangle_{\text{year}} = 623 \text{ W/m}^2$$

This is equivalent to the power density that would be generated by a steady current of magnitude 1.1 m/s or by a tidal flow with maximum velocity of 1.4 m/s.

DOUGLAS D. SMITH

105 Cushman Point Road • Wiscasset, ME 04578 • 207-882-8101

Memo

To: Wiscasset Board of Selectman

Date: 11/10/2010

Re: Wiscasset School system

A number of citizens, parents and students have approached a number of the old school board members and teachers to express concerns about what has transpired since Wiscasset consolidated into the Regional School Unit 12. As a result, a group of citizens got together to detail some of the major issues facing, not only the school system, but the town of Wiscasset if these issues are not addressed.

The group consisted of 3 former Wiscasset school board members who served over different periods of our history, one current RSU 12 board member, a retired teacher, a concerned parent and a concerned citizen.

A short list of concerns of the group is as follows:

1. The quality of the education has not improved since joining the RSU and our standing in the college prep rankings within the college/university community has declined.
2. We fund approximately 35% of the total cost of the new RSU. Our tax dollars are being disproportionately used to fund improvements in other towns and to fund tuition students to attend other high schools while our building needs and high school curriculum are being neglected and our student body continues to shrink. The high school is now operating at less than 50% of capacity.
3. Wiscasset has the only high school in the RSU, but virtually all the students from Windsor, Somerville, Chelsea and Palermo tuition out to other high schools instead of attending Wiscasset High School. In addition, Alna tuitions out 68% and Westport tuitions out 32% of their high school students while Wiscasset is the only town that does not tuition out students and subsequently bears the majority of the cost of maintaining the high school. The high school was designed and built to accommodate approximately 450 students, but only 212 students attend the school now. This has resulted in programs being eliminated and student class sizes so small in some cases that continued program cuts will have to be made. This then becomes a death spiral for attracting tuition students since we won't be and are not competitive with others school's curriculums.
4. Since the vast majority of high school students within the RSU tuition out, there is no emotional or financial connection to our school. As a condition of the consolidation law, every

RSU formed either had to have a high school within the new RSU or a contract with a high school to take 100% of that RSU's students. It is apparent we are the "qualifier" for the other town's to join the RSU, but no further commitment to send students or improve the quality of the education has transpired.

5. The geographical foot print of the RSU along with the large differences in the demographics of the towns in the RSU have made this an uncomfortable and fractured working relationship for the different towns and schools within the RSU.

6. We are potentially and most likely facing a very large increase in the RSU budget and town taxes as teacher contracts for all the other towns need to be renegotiated next year. The other towns have much lower teacher salaries as compared to Wiscasset with a couple substantially below our minimums. A provision in the consolidation law stated that all teachers and employees contracts within an RSU must be the same after the initial period of consolidation. Since it is fairly certain that the teachers pay will rise to Wiscasset levels, this will add considerable employee costs to the RSU, which Wiscasset will pay 35% of those new salaries and benefits for the other town's school employees.

Before any analysis of what direction Wiscasset could or should make in educating its students while maintaining a quality education and curriculum, we need to find out what options are available to Wiscasset in regards to withdrawing from the RSU to: either form a new school unit with a group of towns; or possibly join another RSU that better fits our situation. The law does provide for a town to withdraw from an RSU after 3 years, but the law is unclear under what circumstances this can be accomplished and what the requirements are that must be met to do this.

REQUEST:

We are requesting that the Town of Wiscasset officially request a meeting with the Department of Education for the State of Maine to ascertain how we could withdraw from RSU 12 and what criteria we must meet. We are proposing that Doug Smith, former Vice Chairman of the Wiscasset School Board and the past chairman of the Citizens Advisor Group for consolidation attend this meeting on behalf of the town along with a town official and one or two other members of our group on behalf of the town.

It is felt that an official request from the town carries a lot more weight and importance than an unofficial group of concerned citizens.

The only purpose of this request is for a fact finding delegation to gather alternatives to discuss as to future options for our town, our children and the maintenance of a quality school system at a fair and reasonable cost to our taxpayers.

At a future date, we will approach the Board to request the town form an official committee to study and make recommendations for your consideration along with the voters. Public comment will be invaluable, but we need to know the alternatives first.



Office of Planning & Codes

11 A.

APPLICATION FOR SPECIAL AMUSEMENT PERMIT

DATE: 10/09/10

APPLICANT(S) NAME: Doug White

APPLICANT(S) RESIDENCE ADDRESS: 274 West Alna Road
Wiscasset, Maine 04578

BUSINESS NAME: Wiscasset Raceway

BUSINESS ADDRESS: 274 West Alna Road

BUSINESS DESCRIPTION: Auto Racing and special events

LOCATION TO BE USED: Wiscasset Raceway

DESCRIBE ENTERTAINMENT: Country Festival 08/27/11
approx date

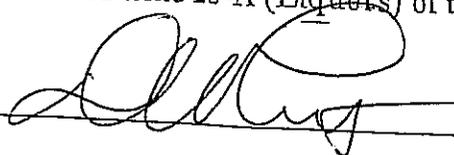
HAS THE APPLICANT EVER HAD A LICENSE TO CONDUCT THE BUSINESS THEREIN DESCRIBED EITHER DENIED OR REVOKED? YES NO

IF SO, DESCRIBE THOSE CIRCUMSTANCES ON A SPERATE DOCUMENT.

HAS THE APPLICANT, INCLUDING ALL PARTNERS, COORPORATE OFFICERS, MANAGERS OR PRINCIPAL EMPLOYESS EVER BEEN CONVICTED OF A FELONY? YES NO

IF SO, DESCRIBE SPECIFICALLY THOSE CIRCUMSTANCES ON A SEPARATE DOCUMENT.

By signing below, the applicant agrees that the information on this permit is factual and true and agrees to abide by applicable local, state and federal laws, rules and standards including, but not limited to, Article X, Section 1 (Special Amusement Permits) of the Wiscasset Ordinances and Title 28-A (Liquors) of the Maine State Statutes.

Signature(s): 

Date: 11/9/10



Office of Planning & Codes

07

APPLICATION FOR SPECIAL AMUSEMENT PERMIT

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APPLICANT(S) RESIDENCE ADDRESS: 274 West Alna Road
Wiscasset Maine 04578

BUSINESS NAME: Wiscasset Raceway

BUSINESS ADDRESS: 274 West Alna Road

BUSINESS DESCRIPTION: Auto Racing and special events

LOCATION TO BE USED: Wiscasset Raceway

DESCRIBE ENTERTAINMENT: Oxx Fest 2011 approx date
July 30th 2011

HAS THE APPLICANT EVER HAD A LICENSE TO CONDUCT THE BUSINESS
THEREIN DESCRIBED EITHER DENIED OR REVOKED? YES NO
IF SO, DESCRIBE THOSE CIRCUMSTANCES ON A SPERATE DOCUMENT.
HAS THE APPLICANT, INCLUDING ALL PARTNERS, COORPORATE OFFICERS,
MANAGERS OR PRINCIPAL EMPLOYESS EVER BEEN CONVICTED OF A
FELONY? YES NO
IF SO, DESCRIBE SPECIFICALLY THOSE CIRCUMSTANCES ON A SEPARATE
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Signature(s): [Signature]

Date: 11/9/10

Wiscasset Raceway Large Event Plan

Submitted by: Doug White Owner/Wiscasset Raceway

Steve Smith Promoter/Wiscasset Raceway

Date: 11/9/2010

Appendix 1: Wiscasset Raceway Concert Plot Plan

Appendix 2: Wiscasset Raceway Area Property Map

1. Grounds

a) Event grounds

- The Wiscasset Raceway *large event area* is located outside the raceway. The event grounds consists of approx. 10 acres. The stage, backstage and vendor area takes up approx. 3 acres. 1 acre = 43,560 square feet. With a guideline of 20 square feet per person, the remaining 7 acres of *large event area* can accommodate 15,246 people.

b) Parking area

- For large events the track and paved pit area are used for parking. There is approx. 20 acres of usable parking area. With a guideline of 100 cars per usable acre, the raceway can accommodate 2,000 cars. Using a standard of 4 people per car, the raceway can accommodate parking for 8,000 people. In the case of a larger event we have written permission from our adjacent neighbor Ray Soule (plot 42) to use an additional 8 acres to accommodate 800 cars. With the adjacent plot 42 the raceway can accommodate parking for 11,200 people.
- There is also an additional 20-30 acres of parking area that has been offered by neighbors and written permission can be obtained.

c) Vehicle and Pedestrian traffic

- There are two pedestrian only roads for entering the raceway and one vehicle only road. The vehicle only road is 12 feet wide and will accommodate the one-way traffic into the raceway parking area before the show and one-way traffic out of the show. There are also clearly marked paths for pedestrian traffic from the parking area to the stage area that avoid any vehicle traffic still arriving.

d) Security and Medical Staging area

- A security and medical staging area has been set aside by the entrance to the raceway. This area can be screened off from the crowd. Both our inside and outside security can use this area.

e) Illumination

- The grounds are illuminated by multiple tower lights that do not reflect off the property. The stage lighting will be angled toward the crowd does not reach the adjacent plots 47, 47A,B and C.

f) Camping

- NO overnight camping will be offered on the grounds for Wiscasset raceway large events. A small number of RV's will be on-site for working staff.

2. Safety and Security

a) Inside Security

- A professional event security company will be retained for all large events at the Wiscasset Raceway. This professional security company will be responsible for the entrance points and the entire inside of the event grounds. Professional security will be retained at a formula of 1 per 100 people attending the large event.

b) Outside Security

- The Wiscasset Raceway will work with the Lincoln County Sheriff Department and the Wiscasset Police Department to formulate a workable plan for additional outside security, traffic management and other safety issues. An officer/deputy will be placed in command of the detail.

c) Medical and EMT's

- Professional medical personal and an on-site ambulance will be retained and will be on-site for the large event. A medical staging area will be provided.
- The local hospital will be notified in writing of the large event.

d) General Safety Issues

- The Wiscasset Fire Chief will consult with The Wiscasset Raceway on any issues of fire safety and will sign off with his approval of any large event.
- All electrical systems will comply with applicable state standards and regulations.
- All food vendors will be licensed.

3. Sanitary Facilities, Refuse and Water

a) Toilets

- A professional waste company will be retained to provide toilets and sanitation equipment for all large events.
- Toilets will be provided at a formula of 1 per 150 people attending the event.
- Handicap toilets will substituted for regular toilets at a formula of 1 per 1,000 people attending the event.
- The toilets will be placed where they can be serviced during the event and the waste company will be on-site to provide this service once per every 5 hours of the event.
- The waste company will also be on call to provide additional toilets as needed.
- Each toilet will be provided with hand sanitizer units and a continuous supply of toilet paper.
- Separate staff bathrooms will be provided on the raceway grounds.

b) Refuse

- One 50 gallon refuse container or its equivalent will be provided for each 100 people attending the event.
- One 50 gallon refuse container or its equivalent will be provided for each 25 cars parked

on raceway grounds.

- Three large dumpsters will be provided on site to collect refuse and be disposed of by a professional waste company.
- Raceway staff will collect all garbage during and after event. Refuse containers shall be emptied at least once for every 5 hour period.
- A professional cleaning company will be retained by the raceway to clean the property beginning immediately after the end of the special event.

c) Water

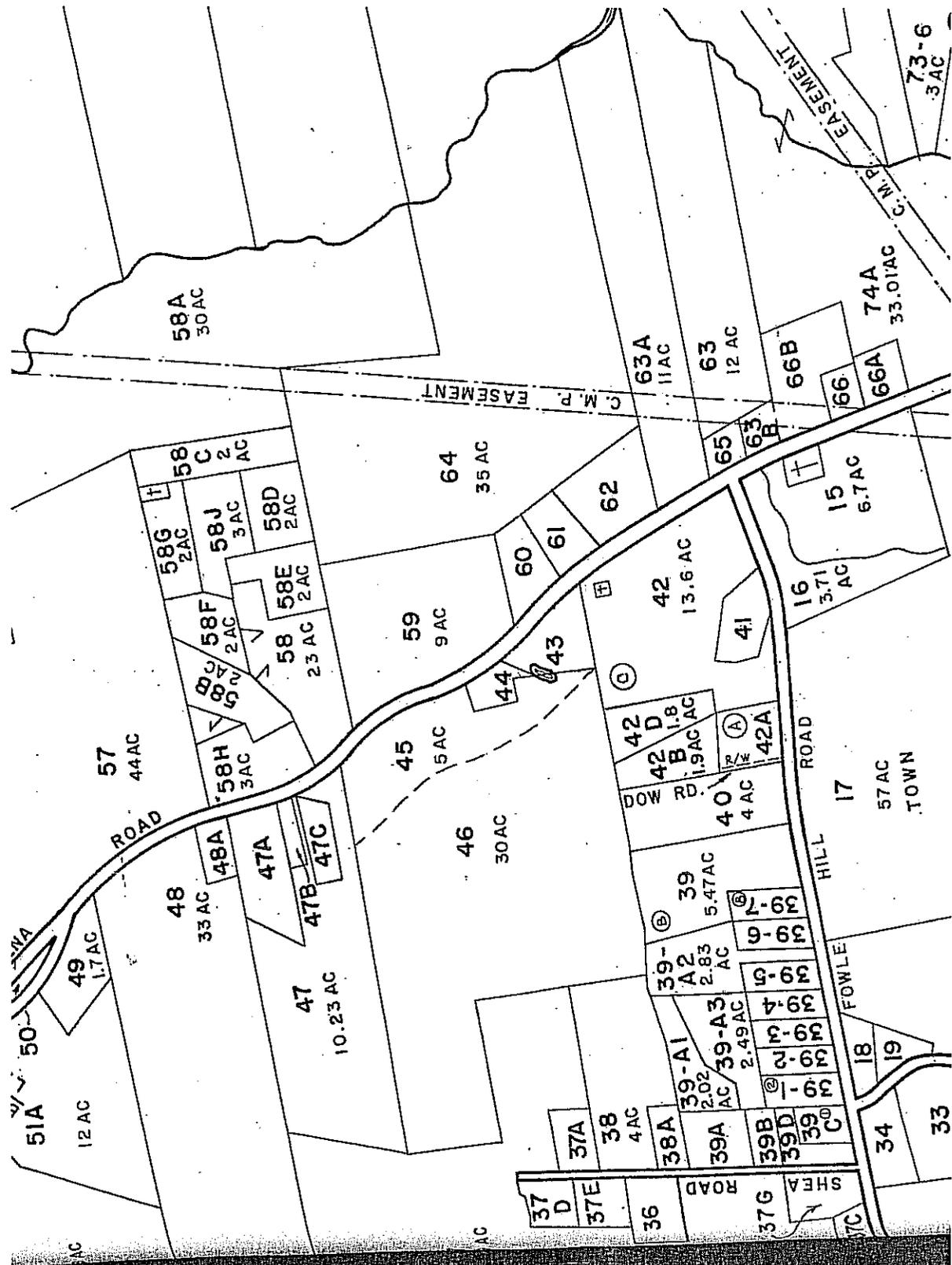
- There will be two water stations provided inside the large event grounds. They will be located on either end of the vendors and will be clearly marked.
- Water will be available to Maine state standards of 1 gallon per every 2 people attending the large event.
- Water test results from the raceway will be provided on request.

4. Noise

- The noise levels of the large event will comply with any town noise ordinance.

5. Alcohol

- Any and all alcohol served at Wiscasset Raceway events will comply with all state liquor laws and standards.
- All service areas will be licensed, inspected and approved by Craig McCabe, Public Safety Inspector of the Department of Public Safety.
- The serving of alcohol will stop at least 2 hours prior to the end of the event.
- All serving areas shall be provided with professional security.



1" = 500'

Hi, Becky Sign Out All-New Mail Help

Trending: Kanye West

Y!



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Alex Gray

Angie Pictures

Bike Fest

Connie Hartley

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Logos

Med Tech Wrist...

Operation reco...

Oxx Fest

Paid Bills (58)

Pictures

Richard Clark

Steve Smith

Sun Trust

Tom Curley (1)

Uncle Henrys

US Air (2)

Wiscasset RW 2... (4)

Wiscasset Sale...

WR 2009 (6)

Oxxfest Letter

Monday, November 8, 2010 2:34 PM

From: "maker@co.lincoln.me.us" <maker@co.lincoln.me.us>

To: "Becky White" <wiscassetraceway@yahoo.com>

Mr White,

I have spoken with Sheriff Brackett and I will be preparing a letter for you that indicates the Sheriff's Office is willing to again provide services if we receive a request from the local police department and we are able to agree to a contract prior to the day of your event.

I am out of the County today and will be unable to provide this letter to you until Tuesday.

Lt Rand Maker

Sent from my U.S. Cellular BlackBerry® smartphone

Delete

Reply

Forward

Spam

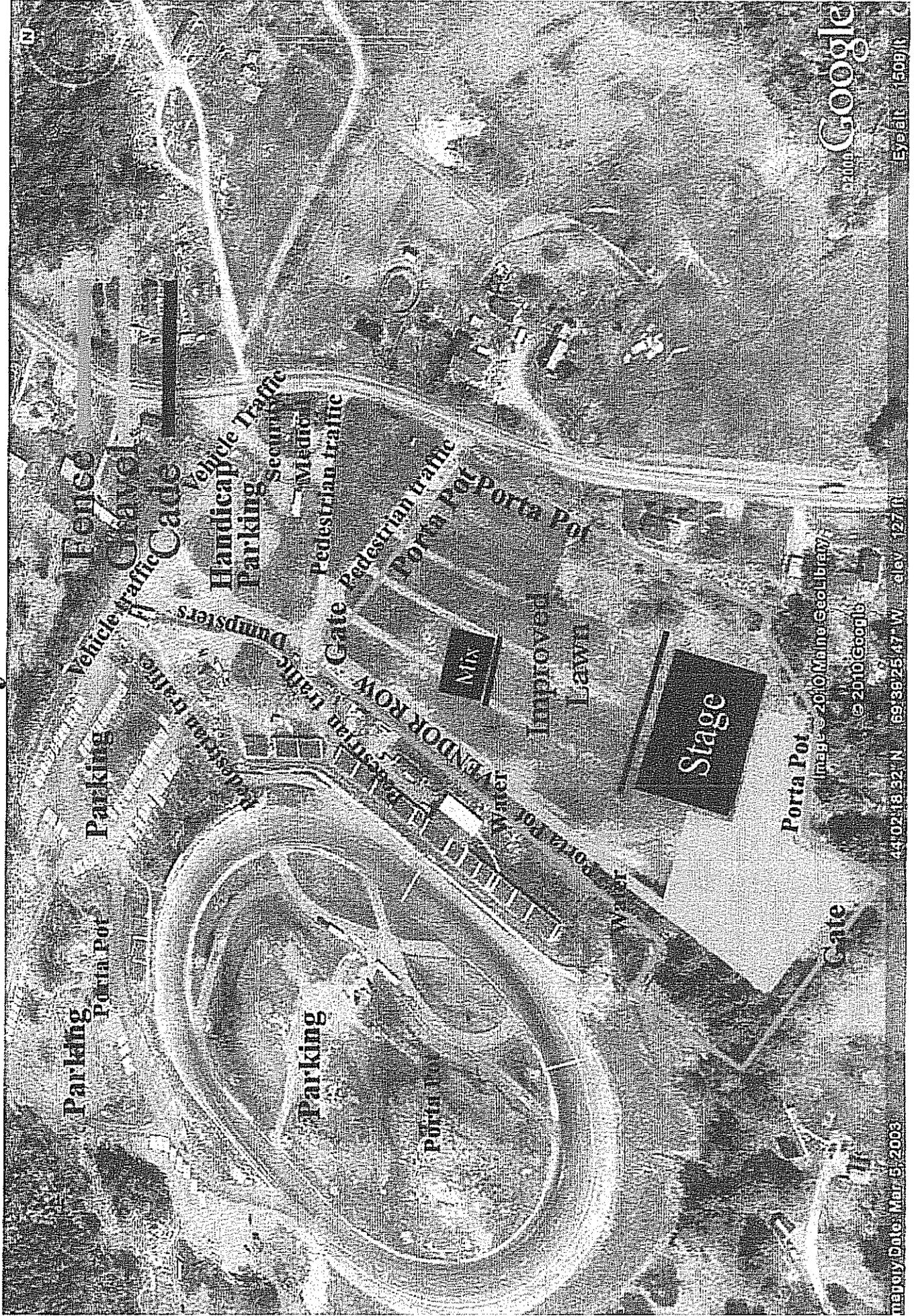
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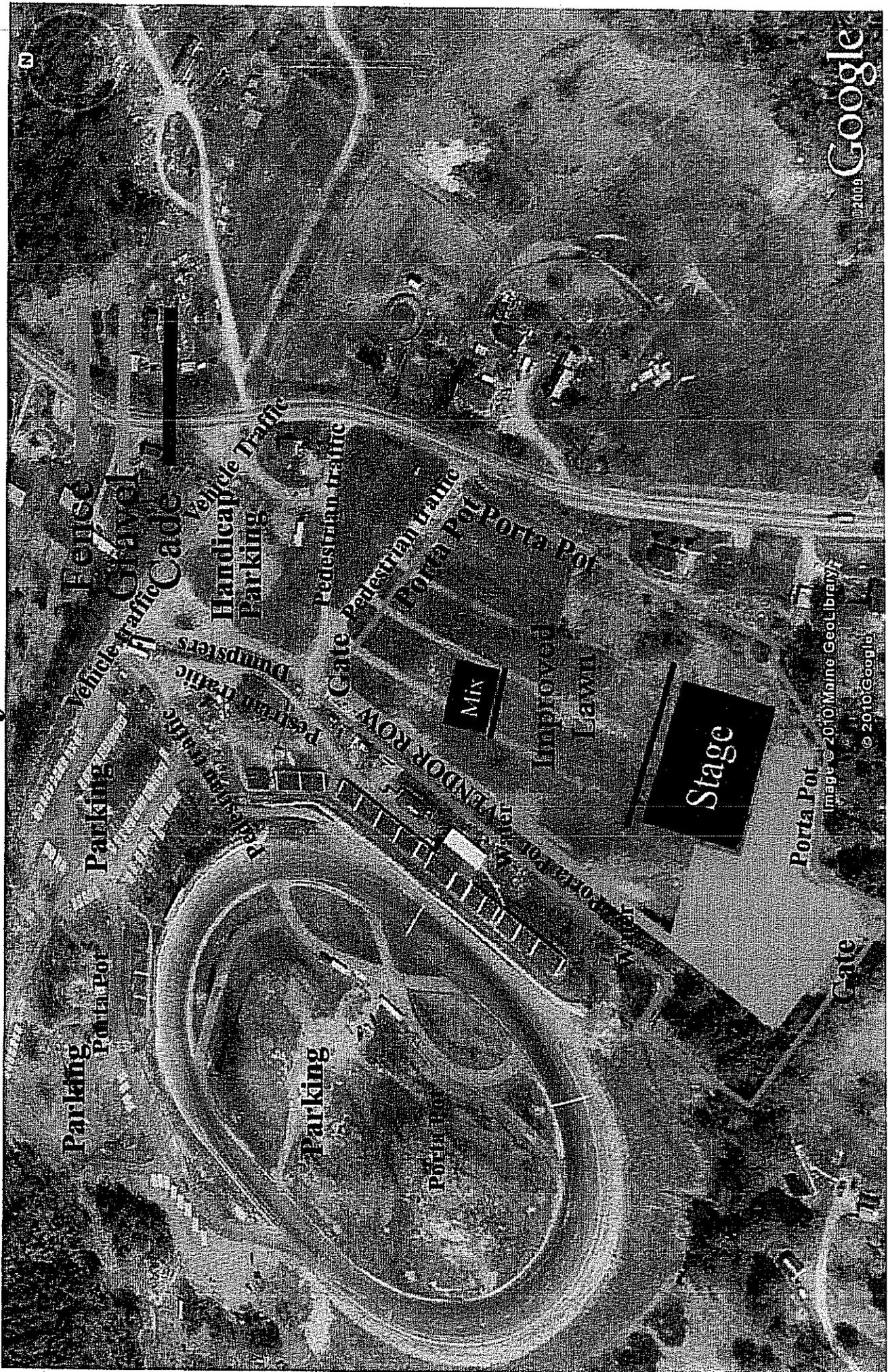
Select Message Encoding

Full Headers

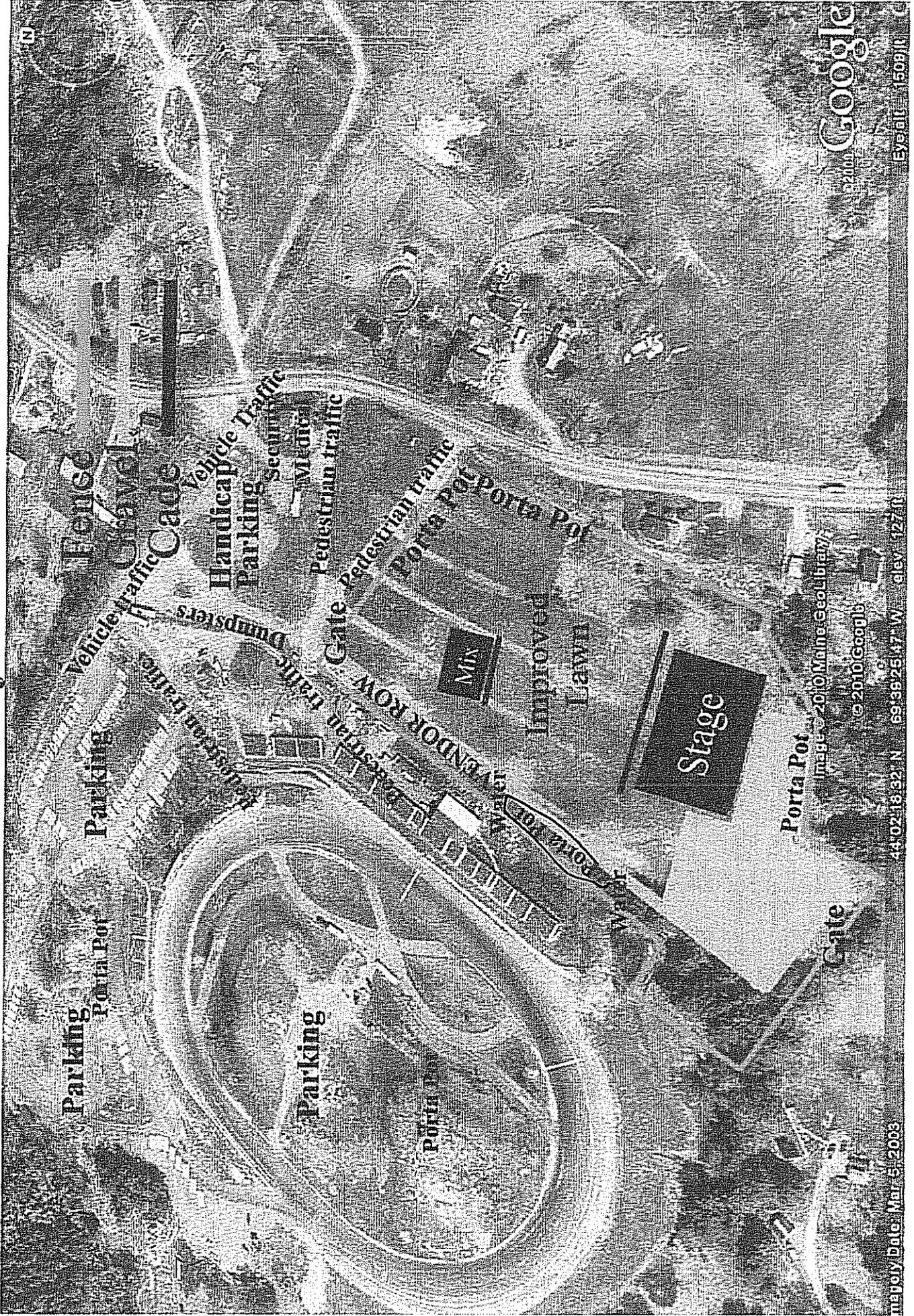
Wiscasset Raceway Concert Plot Plan



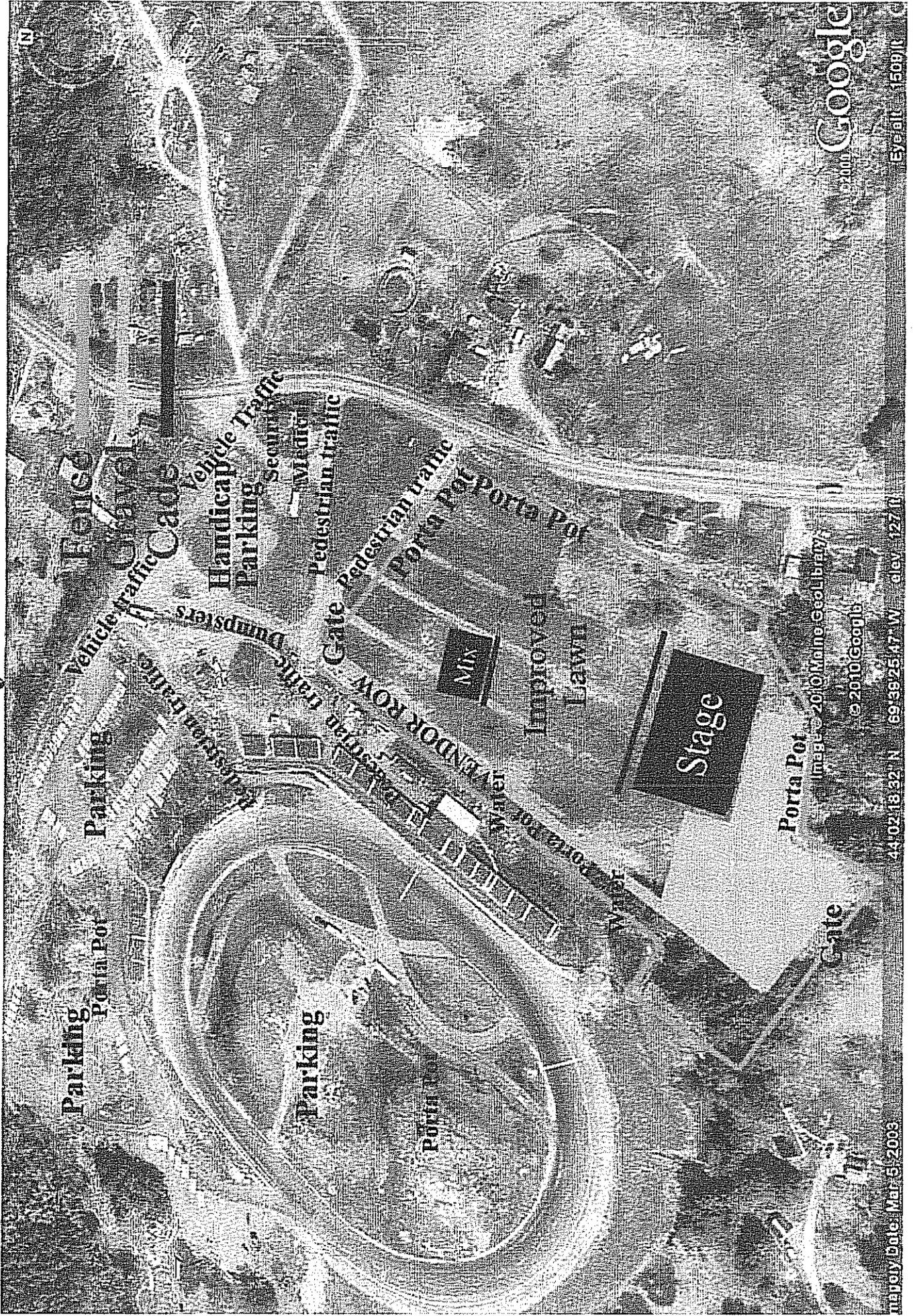
Wiscasset Raceway Concert Plot Plan



Wiscasset Raceway Concert Plot Plan



Wiscasset Raceway Concert Plot Plan



Wiscasset Raceway Large Event Plan

Submitted by: Doug White Owner/Wiscasset Raceway

Steve Smith Promoter/Wiscasset Raceway

Date: 11/9/2010

Appendix 1: Wiscasset Raceway Concert Plot Plan

Appendix 2: Wiscasset Raceway Area Property Map

1. Grounds

a) Event grounds

⑩ The Wiscasset Raceway *large event area* is located outside the raceway. The event grounds consists of approx. 10 acres. The stage, backstage and vendor area takes up approx. 3 acres. 1 acre = 43,560 square feet. With a guideline of 20 square feet per person, the remaining 7 acres of *large event area* can accommodate 15,246 people.

b) Parking area

⑩ For large events the track and paved pit area are used for parking. There is approx. 20 acres of usable parking area. With a guideline of 100 cars per usable acre, the raceway can accommodate 2,000 cars. Using a standard of 4 people per car, the raceway can accommodate parking for 8,000 people. In the case of a larger event we have written permission from our adjacent neighbor Ray Soule (plot 42) to use an additional 8 acres to accommodate 800 cars. With the adjacent plot 42 the raceway can accommodate parking for 11,200 people.

⑩ There is also an additional 20-30 acres of parking area that has been offered by neighbors and written permission can be obtained.

c) Vehicle and Pedestrian traffic

⑩ There are two pedestrian only roads for entering the raceway and one vehicle only road. The vehicle only road is 12 feet wide and will accommodate the one-way traffic into the raceway parking area before the show and one-way traffic out of the show. There are also clearly marked paths for pedestrian traffic from the parking area to the stage area that avoid any vehicle traffic still arriving.

d) Security and Medical Staging area

⑩ A security and medical staging area has been set aside by the entrance to the raceway. This area can be screened off from the crowd. Both our inside and outside security can use this area.

e) Illumination

⑩ The grounds are illuminated by multiple tower lights that do not reflect off the property. The stage lighting will be angled toward the crowd does not reach the adjacent plots 47, 47A,B and C.

f) Camping

⑩ NO overnight camping will be offered on the grounds for Wiscasset raceway large events. A small number of RV's will be on-site for working staff.

2. Safety and Security

a) Inside Security

⑩ A professional event security company will be retained for all large events at the Wiscasset

Raceway. This professional security company will be responsible for the entrance points and the entire inside of the event grounds. Professional security will be retained at a formula of 1 per 100 people attending the large event.

b) Outside Security

⑩ The Wiscasset Raceway will work with the Lincoln County Sheriff Department and the Wiscasset Police Department to formulate a workable plan for additional outside security, traffic management and other safety issues. An officer/deputy will be placed in command of the detail.

c) Medical and EMT's

⑩ Professional medical personal and an on-site ambulance will be retained and will be on-site for the large event. A medical staging area will be provided.

⑩ The local hospital will be notified in writing of the large event.

d) General Safety Issues

⑩ The Wiscasset Fire Chief will consult with The Wiscasset Raceway on any issues of fire safety and will sign off with his approval of any large event.

⑩ All electrical systems will comply with applicable state standards and regulations.

⑩ All food vendors will be licensed.

3. Sanitary Facilities, Refuse and Water

a) Toilets

⑩ A professional waste company will be retained to provide toilets and sanitation equipment for all large events.

⑩ Toilets will be provided at a formula of 1 per 150 people attending the event.

⑩ Handicap toilets will substituted for regular toilets at a formula of 1 per 1,000 people attending the event.

⑩ The toilets will be placed where they can be serviced during the event and the waste company will be on-site to provide this service once per every 5 hours of the event.

⑩ The waste company will also be on call to provide additional toilets as needed.

⑩ Each toilet will be provided with hand sanitizer units and a continuous supply of toilet paper.

⑩ Separate staff bathrooms will be provided on the raceway grounds.

b) Refuse

⑩ One 50 gallon refuse container or its equivalent will be provided for each 100 people attending the event.

⑩ One 50 gallon refuse container or its equivalent will be provided for each 25 cars parked on raceway grounds.

⑩ Three large dumpsters will be provided on site to collect refuse and be disposed of by a professional waste company.

⑩ Raceway staff will collect all garbage during and after event. Refuse containers shall be emptied at least once for every 5 hour period.

⑩ A professional cleaning company will be retained by the raceway to clean the property

beginning immediately after the end of the special event.

c) Water

⑩ There will be two water stations provided inside the large event grounds. They will be located on either end of the vendors and will be clearly marked.

⑩ Water will be available to Maine state standards of 1 gallon per every 2 people attending the large event.

⑩ Water test results from the raceway will be provided on request.

4. Noise

⑩ The noise levels of the large event will comply with any town noise ordinance.

5. Alcohol

⑩ Any and all alcohol served at Wiscasset Raceway events will comply with all state liquor laws and standards.

⑩ All service areas will be licensed, inspected and approved by Craig McCabe, Public Safety Inspector of the Department of Public Safety.

⑩ The serving of alcohol will stop at least 2 hours prior to the end of the event.

⑩ All serving areas shall be provided with professional security.



11C.

Town of Wiscasset

MEMORANDUM

To: Board of Selectmen
Fr: Town Manager
Re: Business Directional Signs Downtown
Dt: November 10, 2010

Stuart Wyman, the previous Code and Sign Officer, approved a sign permit for the placement of three business directional signs for the Musical Wonder House, two were within the "compact area" of downtown Wiscasset at Route 27 and Langdon Road; and Route One by Red's Eats.

According to Article III Signs, Section 3 – Special Requirements for Business Directional Signs, the signs were not in compliance for the following reasons:

- 3.2 All Business Directional Signs in Wiscasset shall conform with the provisions of the ordinance.
- 3.3 All Business Directional Signs should have black letters on white background.
- 3.5 Each place of business is permitted a maximum of two Business Directional Signs.

Other citizens have brought to my attention that the signs are not in compliance with the ordinance because of they are located within the "compact area" or historic district. I have enlisted the assistance of Jeffrey Hinderliter – Town Planner, Rick Lang – Codes Officer and Chris Wolfe – Town Clerk. To date we have found the following information:

- In 1983 the Town of Wiscasset incorporated the "urban area" as a special district within the Sign Ordinance. The "urban area" or "compact area" was identified on a map as part of the ordinance. The map encompasses the area registered with the State of Maine and recognized by the National Register of Historic Places.
- The Town then entered into an agreement with the State of Maine Department of Transportation regarding the administration of business directional signs in the "compact area". Businesses wishing to place State directional signs in the "compact area" were limited to the allowances of the ordinance.
- In 1993 The Town voted to repeal the old sign ordinance and replace it with the new sign ordinance that we have on the books today. This new ordinance does not incorporate a map or "compact area".

In the absence of additional information it my belief that the current Musical Wonder House Directional Signs do not comply with Section 3 of the current ordinance. It is also my observation that many other Business Directional Signs in town do not comply with these same provisions of the current ordinance. It is my recommendation that the Selectmen request that the Ordinance Review Committee draft changes to the sign ordinance that would address the issues with the downtown historic district. I also recommend that the Town investigate congregate way finding signs that are attractive and would promote local businesses and points of interest.

ARTICLE III - SIGNS

1. STATEMENT OF PURPOSE

1.1 In order to:

- * promote the safety, comfort and well being of the users of streets, roads and highways in the town
- * reduce distractions and obstructions from signs that may adversely affect traffic safety, and alleviate hazards caused by signs projecting over or encroaching upon public ways
- * preserve or enhance the natural scenic beauty and other aesthetic features of or attendant to such thoroughfares and
- * generally create and foster a more stable and attractive roadside environment.

1.2 No person shall erect any outdoor sign that is visible from a public way, other than an official traffic sign, except in conformance with this ordinance.

2. SIGN REGULATIONS

The following provisions apply to all new or replacement signs for outdoor display in Wiscasset. Signs relating to goods or services not rendered on the premises are prohibited.

2.1 DIMENSIONS

- 2.1.1 Single signs shall be allowed up to 64 sq. ft. each, if freestanding. Single signs shall be allowed up to 128 sq. ft. each if attached to a structure such that only one side is displayed. The maximum total sign area per lot shall be 128 sq. ft. Mobile signs shall be included in the determination of this area.
- 2.1.2 Double-sided signs with equal and parallel faces may be considered as one sign.
- 2.1.3 Signs larger than those permitted in section 2.1.1 above, may be allowed when they advertise a group of separate business tenants located in a single building, mall, plaza or office park. In such cases, the maximum permitted sign area shall be 32 sq. ft. for the sign bearing the name of the building, mall, plaza or office park, and eight (8) sq. ft. for each business or office located there. In addition to the group sign, each business in the

mall, plaza or office park may have a sign on their premises, up to 64 sq. ft. in area.

- 2.1.4 "A" shaped standing signs are permitted on business premises. Limited to two, not larger than 12 square feet per side. The fee for one "A" sign permit would be \$40. [3-01]

2.2 HEIGHT

- 2.2.1 Freestanding signs may be up to 20' high, measured with respect to the average ground grade.
- 2.2.2 Upper edges of roof signs or signs ten feet above peak level of building are not allowed. Signs mounted on the parapet wall, which extends above the eaves, may be permitted, provided their upper edges do not extend above the top of the parapet by more than 10 feet.

2.3 LOCATION

- 2.3.1 As required by state law (23 MRSA Sect. 1941), no signs may be located:
- a. Within 33 feet of the center line of any public way if the highway is less than 66 feet in width;
 - b. Within 20 feet from the outside edge of the paved portion of any public way with more than 2 travel lanes and a total paved portion in excess of 24 feet in width; or
 - c. Within the full width of the right-of-way of any public way, whichever is stricter.
- 2.3.2 Signs shall be placed at least ten feet from any side lot line, and shall be placed so as not to obstruct the view of traffic.
- 2.3.3 No sign or temporary sign shall be placed on public utility poles.
- 2.3.4 No sign, except No Hunting or No Trespassing signs, shall be erected or maintained upon trees. No sign shall be painted or drawn upon rocks, trees, or other natural features.
- 2.3.5 Without exceptions, no signs shall be allowed in traffic islands. [3-01]

2.4 LIGHTING

- 2.4.1 Flashing, moving, or animated signs are prohibited. (This shall not prohibit signs which swing from hooks or rotating barber poles.)
- 2.4.2 Only steady white lights will be allowed on internally or externally lighted plastic signs. Such signs found to cause roadside glare shall be removed. [3-01]
- 2.4.3 Premises may display a lighted sign during or after business hours. [3-01]

2.5 MOBILE SIGNS

- 2.5.1 No more than one mobile sign per business is allowed.

2.6 MISCELLANEOUS

- 2.6.1 Strings of light bulbs, pennants, propellers, etc. shall not be permitted, except as part of a holiday celebration.
- 2.6.2 Temporary yard or garage sale signs are permitted without cost only on the day before and the days such sales are held and are limited to four square feet. Such temporary signs may be double-sided. [3-01]

2.7 EXCEPTIONS

For the purpose of this Section, the term "sign" shall not include:

- 2.7.1 Signs erected for public safety and welfare or pursuant to any governmental function.
- 2.7.2 Directional signs solely indicating entrance and exit placed at driveway locations, containing no advertising material, and where display area does not exceed three square feet or extend higher than seven feet aboveground level.
- 2.7.3 Signs relating to trespassing or hunting, not exceeding two square feet in area per sign.
- 2.7.4 Signs advertising real estate for lease or sale, not exceeding six square feet in area per lot.
- 2.7.5 Name signs identifying residential occupants, not exceeding one square foot in area per lot.
- 2.7.6 Political campaign signs per State requirements.

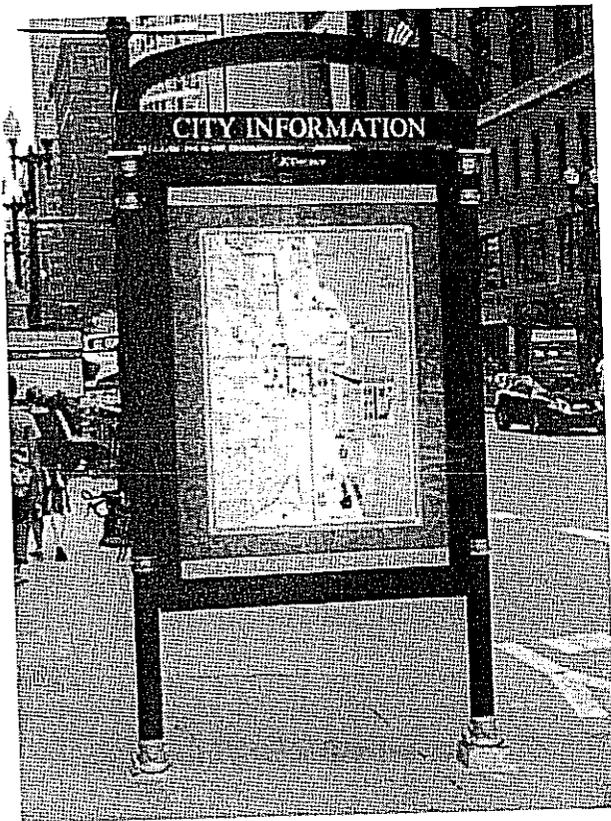
2.8 NONCONFORMING SIGNS

- 2.8.1 Maintenance: Any lawfully existing sign may be maintained, repaired or repainted, but shall not be enlarged, except in conformance with the provisions of this Section.
- 2.8.2 Replacement: Any new sign replacing a nonconforming sign shall conform to the provisions of this Ordinance, and the nonconforming sign shall not thereafter be displayed.
- 2.8.3 Continuance: All non-conforming signs with permits prior to 1 April 1993 shall be valid until change of ownership.

3. SPECIAL REQUIREMENTS FOR BUSINESS DIRECTIONAL SIGNS

- 3.1 A Business Directional Sign is a sign located within the highway right-of-way at an approach to an intersection, and indicating the change of direction required at the intersection to reach the particular business.
- 3.2 All Business Directional Signs in Wiscasset shall conform with the provisions of this ordinance. The Town of Wiscasset shall have the right to remove a Business Directional Sign not in compliance, following thirty days written notice by the Sign Control Officer to its owner.
- 3.3 All Business Directional Signs shall meet the following specifications:
- * Size: 31 inches long by 7 inches wide including a top and bottom frame.
 - * Lettering: Not more than two inches nor less than one inch high in Block, Roman or Old English.
 - * Base: 1/2 inch or 3/4 inch board or overlaid plywood.
 - * Color: Black letters on white background.
 - * Appearance: Neatly lettered and with a professional appearance.
- 3.4 All Business Directional Signs shall comply with the Maine Department of Transportation regulations 17-227-200 pertaining to Official Business Directional Signs and 23 MRSA Sections 1901-1925, as the same may be amended from time to time.





December 7, 2010
Special Town Meeting (Election)
Ballot Clerk List

AM BALLOT CLERKS

D – Patricia Bridgham

R – Robert Bickford

PM BALLOT CLERKS

D- Lorie Merry

R- Katharine Martin-Savage

Board of Selectmen:

David Nichols-Chairman

Pamela Dunning

Robert Blagden

Judith Colby

Edward Polewarczyk

Memo

To: Wiscasset Board of Selectmen

From: Ervin Deck, Airport Manager



Date: 11/10/2010

Re: FAA Non Directional Beacon

The bulleted actions noted in the October 13, 2010 letter from the U.S. Department of Transportation, Federal Aviation Administration do not have to be met until we are ready to sell or lease the property on Route 27 in Edgecomb.



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

Federal Aviation Administration
New England Region

12 New England Executive Park
Burlington, MA 01803

October 13, 2010

Mr. Ervin Deck
Airport Manager
Wiscasset Municipal Airport
Town Hall
51 Bath Road
Wiscasset, Maine 04578

Dear Mr. Deck:

The FAA has reviewed your letter dated April 6, 2010, to release the former NDB site associated with Wiscasset Municipal Airport,

We approve your request subject to the following actions by the Town:

- Update the appraisal to reflect the current fair market value at the time the Town sells or leases the parcel.
- Submit a 7460-1 prior to development on the land.
- If sold, retain an aviation easement on the land. If leased, include Part 77 height restrictions in the lease.
- Use all sale/lease proceeds for Airport operation and maintenance.
- Once the Town knows the disposition of the property, they will request FAA concurrence of the sale/lease.

If you have any questions, contact Donna Witte at 781-238-7624.

Sincerely,

for LaVerne F. Reid
Manager, Airports Division

cc: Maine DOT



**Invitation to Bid
Roofing Services at
Wiscasset Municipal Airport
for
Town of Wiscasset**

The town of Wiscasset wishes to engage the services of an experienced Contractor to repair an aged/leaking steel roof of the Wiscasset Municipal Airport Maintenance Building by installing a new EPDM (rubber) membrane roof system. The objective of the request for proposal (RFP) is to select the most qualified Contractor to undertake this work.

Prepared by:

Ervin Deck
Airport Manager
Wiscasset Municipal Airport
51 Bath Road
Wiscasset, ME 04578
T: 207-504-2357
E: kiwimanager@roadrunner.com

Project Location:

Airport Maintenance Building
Wiscasset Municipal Airport
108 Chewonki Road
Wiscasset, ME 04578

The town of Wiscasset on behalf of the Wiscasset Municipal Airport is issuing an Invitation to Bid to interested contractors to submit proposals to replace an aged/leaking steel roof and install a new EPDM (rubber) membrane roof system at the Wiscasset Municipal Airport, located at Wiscasset, Maine.

Seal Proposals: Contractor will deliver a signed original of this entire proposal to the following address:

51 Bath Road
Wiscasset, ME 04578

By 10 AM on Tuesday, November 16, 2010, to be opened and read aloud on or about 7 pm the same day at the Board of Selectmen meeting. **Faxed or email proposals will not be accepted.**
The envelope shall be clearly identified on the outside as follows:

Name of Bidder
Address of Bidder
Due Date
Wiscasset Municipal Airport Roofing Bid Proposal

Proposals received after the above cited time will be considered a late quote and are not acceptable unless waived by the Board of Selectmen.

A site inspection will be held on: Thursday, November 4, 2010 at 1 pm at 108 Chewonki Road, Wiscasset, ME. All prospective contractors are encouraged to attend or send a representative. No preference of selecting the lowest and best qualified bidder will be based on visiting or inspecting the site.

Please direct all questions regarding this Invitation to Ervin Deck, Airport Manager, 207-504-2357 or kiwimanager@roadrunner.com.

A. PROPOSAL

Purpose: Wiscasset Municipal Airport has a need for roofing services for the airport's maintenance building (see photo).

Proposal Terms:

1. Town of Wiscasset reserves the right to reject any and all proposals received as a result of this Invitation. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Contractor's qualifications and capabilities to provide the specified service, and other factors which the town of Wiscasset may consider. The Town does not intend to award a Bid fully on the basis of any response made to the proposal; the Town reserves the right to consider proposals for modifications at any time before a Bid would be awarded, and negotiations would be undertaken with that provider whose proposal is deemed to best meet the Town's specifications and needs.
2. The Town reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the Town to be in the best interests of the Town even though not the lowest bid.
3. Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the Bid may result in the cancellation of any award.
4. The successful bidder will have 30 calendar days from the "Notice to Proceed" to complete all work.
5. In the event it becomes necessary to revise any part of the Invitation, addenda will be provided. Deadlines for submission of the Invitation are maybe adjusted to allow for revisions. To be considered, one copy of this entire Invitation to Bid must be at the Town Office on or before the date and time specified.
6. Proposals should be prepared simply and economically providing a straightforward, concise description of the contractor's ability to meet the requirements of the Invitation. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.
7. A standard Town Service Contract will be executed between Town of Wiscasset and the awarded contractor.
8. In the event, the Town receives two or more bids from responsive, responsible bidders, on or more of whom are Town contractors and the bids are substantially equal in price, quality and service, the Town shall award the contract to the most responsive and responsible Town contractor. For purposes of this section, a Town of Wiscasset contractor means a company which has maintained its principal office in the Town of Wiscasset for at least six (6) months. Maintaining a Town of Wiscasset P.O. Box is not, in and of itself, sufficient to discretion under this



section to determine if a company qualifies as a Town of Wiscasset contractor and if two of more bids are substantially equal.

B. CONTRACT PROVISIONS

If a contract is awarded, the selected Contractor will be required to adhere to a set of general contract provisions, which will become part of any formal agreement. These provisions are general principles that apply to all contractors of service to the Town of Wiscasset as the following:

1. The Contractor is to report to Wiscasset Municipal Airport Manager (Responsible Town Official) and/or designee and will cooperate and confer with him/her as necessary to insure satisfactory work progress.
2. The Town may review and inspect the Contractor's activities during the term of this contract.
3. After reasonable notice to the Contractor, the Town may review any of the Contractor's internal records, reports, or insurance policies.
4. The Contractor will provide the required services and will not subcontract or assign the services without the Town's written approval.
5. The Contractor will not hire any Town employee for any of the required services without the Town's written approval.
6. The parties agree that the Contractor is neither an employee nor an agent of the Town for any purpose.
7. The Contractor will protect, defend and indemnify the Town of Wiscasset, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of town of Wiscasset in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.
8. The Contractor will maintain at its own expense during the term of this Contract, the following insurance:
 - a. The Contractor shall carry Workers' Compensation Insurance or shall qualify as a self-insurer with the state of Maine Workers' Compensation Board, all in accordance with the requirements of the laws of the state of Maine.
 - b. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The Town shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.

- c. The Contractor shall carry Automobile Liability insurance covering the operation of all motor vehicles including any which are rented, leased, borrowed or otherwise used in connection with the project. The limit of liability shall be \$1,000,000 per occurrence.

Insurance companies, named insured and policy forms may be subject to the approval of the Town Manager, if requested by the Responsible Town Official. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Town of Wiscasset. Contractor shall be responsible to Town of Wiscasset or insurance companies insuring Town of Wiscasset for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Responsible Town Official with satisfactory certificates of insurance or a certified copy of the policy, if requested by the Town.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Town Manager or a Responsible Town Official. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the Responsible Town Official with certification of insurance evidencing such coverage and endorsements prior to commencement of services under this contract. Certificates shall be addressed to the Town Manager, 51 Bath Road, Wiscasset, Maine 04578, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

9. All work to be performed in accordance with OSHA standards.
10. The Contractor shall continuously maintain adequate protection of all work covered by the Contract from damage or loss and shall protect the property from injury or loss arising in connection with this Contract, and shall make good any such damage, injury or loss. The Contractor shall adequately protect adjacent property as provided by law and the Contract Documents.
11. The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the Town of Wiscasset, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest.
12. The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the Town may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.
13. This contract is binding on the Town of Wiscasset and the Contractor, their successors and assigns. Neither the Town nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

14. Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.
15. The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the Town against such liability.
16. The Town is exempt from the payment of Federal Excise Taxes on articles not for resale and for the Federal Transportation Tax on all shipments. The Contractor and subcontractor shall quote and shall be reimbursed less these taxes. Upon application, exemption certificates will be furnished when required. The Town is exempt from the payment of Maine State Sales and Use Taxes. Changes mutually agreed upon by the Town and the Contractor, will be incorporated into this contract by written amendments signed by both parties.
17. The Town must be notified within one (1) hour or as soon as possible, but no later than twenty-four (24) hours, of any accident or injury that occurs during the course of work performed under this Contract.
18. The Contractor's vehicles and those of the Contractor's employees working on the public property must be registered with a state of the United States. Unregistered vehicles on the town property are subject to a parking violation ticket and/or towing off airport. Contractors are advised that only one (1) vehicle is permitted on the aircraft apron at a time; all others must park in one of two designated airport automobile parking lots. Violation charges and towing will be at the Contractor's expense.
19. This contract is to be interpreted by the laws of Maine. The parties agree that the proper forum for litigation arising out of this contract is in the town of Wiscasset, county of Lincoln, state of Maine.

C. HISTORY AND CONDITION OF ROOF

The building roof consists of metal panels over structured steel framing. The roof is possibly the one originally installed when the building was constructed circa 1961. Overall, the roof is in poor condition. Many of the fasteners are loose, with attempts to seal them with caulking. The caulking is split and lifting as well. Surface rust is also present throughout the roof, however, no rust-thru areas are observed.

There are four fiberglass skylights on the roof that are no longer in use. The skylight are to be removed as part of this project.

The roof has a 3/12" slope towards the eaves. There are two vents on the roof that appear to be damaged from sliding ice and snow; while replacement is not part of this project, steel wedge diverters must be installed as part of this project.

A small communications antenna is mounted on the roof and must be removed (no replacement required) as part of this project.

D. SCOPE OF WORK

1. Install new EPDM (rubber) membrane roof system with a life expectancy of 15 or more years with proper maintenance.
2. **Specifications**
 - a. Mobilize for project in area shown on roof drawing.
 - b. Remove and discard existing communications antenna.

- c. Remove four (4) skylights.
- d. Install 22 gauge steel over fiberglass skylight panels (4).
- e. Treat areas of surface rust using a rust combative paint.
- f. Eliminate one (1) discontinued penetration.
- g. Install one (1) layer of 2" polyisocyanurate insulation, mechanically fastened to the deck with room system manufacturer approved screws and plates.
- h. Fully adhere a 0.060' EPDM membrane, manufactured by Carlisle SynTec, Firestone Building Products, or equally equivalent product/quality, to the insulation.
- i. Install new 24 gauge steel, edge strip at all perimeters.
- j. Install new flashings at chimney and roof penetrations per EPDM manufacture's specifications.
- k. Install new stack vent boot at existing vent stack.
- l. Install steel wedge snow diverters directly above each stack (2).
- m. Re-cover existing roof system.
- n. Protect all surfaces, pavement, ground, aircraft, and other areas not specified to receive same.
- o. Protect finish coatings of exterior vertical walls until completion of project.
- p. Touch-up damaged coatings after Substantial Completion.
- q. Conduct work in a professional manner.
- r. Do not enter airport operating areas (taxiway and runway) at any time.
- s. Give way at all times to operating aircraft on the aircraft parking apron and hangar areas.
- t. Maintain a clearly designated work area around the Maintenance Building through the use of traffic barriers and safety cones.

3. Clean Up

- a. Upon completion of work, remove excess material from all other surfaces that were not specified to receive same.
- b. Conform to all federal, state and local construction waste management laws and regulations.

BID SHEET

Bidders are required to perform, provide and furnish all labor, materials, necessary tools, fees, permits and equipment including transportation services necessary to complete the project.
Please give total cost of installing a new EPDM membrane roof system on the Wiscasset Municipal Airport Maintenance Building.

BIDDERS ARE REMINDED THAT THIS ENTIRE BID PACKAGE MUST BE SUBMITTED WITH THE BID OFFER.

BUILDING DESCRIPTION: Airport Maintenance Building, Wiscasset Municipal Airport, Wiscasset, Maine

Bid: \$ _____ (written in numerals)

Spell bid amount in words: _____

This work includes a ____ year limited / unlimited (circle one) membrane system warranty from the manufacturer.

_____ Signature	_____ Company Name
_____ Printed Name	_____ Company Address
_____ Title	_____ City, State ZIP
_____ Telephone #	_____ Fax #
_____ Email Address	_____ Federal Tax ID #

The above person is authorized to sign on behalf of the company submitting proposal

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.

This section to be completed after success Bid offer

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS of this agreement entered into this _____ day of _____, 2010, by and between the Town of Wiscasset, Maine, a body politic and corporate, hereinafter referred to as the "Owner" and _____ hereinafter referred to as the "Contractor".

W I T N E S S E T H

WHEREAS, the Owner did advertise by bid for:

Airport Improvements to Include:
Installation of new EPDM Membrane Roof System
on the
Maintenance Building
at the
Wiscasset Municipal Airport
Wiscasset, Maine

WHEREAS, the Contractor did under date of _____ submit a bid for such work; and

WHEREAS, after due consideration of all the bids, the Owner did award the Contract to the Contractor.

NOW THEREFORE, in consideration of the mutual promises made by each party to the other, the parties covenant and agree as follows:

1. The Contractor will furnish all labor, materials, fixtures, supplies, equipment, and transportation and will perform all work required for the preparation and completion of:

Installation of new EPDM Membrane Roof System on Airport Maintenance Building
Wiscasset Municipal Airport, Wiscasset, Maine

All work shall be performed in strict conformance with the provisions of this agreement and the Invitation for Bids (hereinafter referred to as "Contract Documents"), which are attached hereto and shall be considered as part of this Agreement.

The restatement of this Contract of any of the terms of said Contract Documents and Standard Specifications shall not be deemed to waive any terms not so restated.

2. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, its officers and employees, from and against all claims, damages, losses, and expenses, arising out of or resulting from the performance of this Contract; provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use therefrom; and (2) is caused in whole or in part by any negligence, act, or omission of the Contractor, anyone directly or indirectly employed by it, or anyone for whose act it may be liable, except to the extent that it is caused by the Owner, its officers or employees.

3. Contractor shall procure and affix to this page an insurance certificate as evidence to the Owner of Public Liability Insurance and Automobile Liability Insurance coverage in the amounts not less than \$500,000 per person, \$1,000,000 per occurrence for bodily injury, death, and property damage, protecting the Contractor and the Owner from such claims; and also Workers' Compensation Insurance coverage. Insurance shall include as named insured the Owner and its employees.
4. Upon receipt of executed contracts and insurance as required, the Owner will promptly send a "Notice to Proceed" to the Contractor. The Contractor agrees to perform no work under this Agreement until he receives said Notice and to complete the work within the allotted contract time. The time set for such completion may be extended only by the written consent of the Owner or his/her authorized representative, hereinafter jointly referred to as the "Responsible Town Official."
5. It is agreed that the Owner shall deduct as liquidated damages, from any monies due or which may become due the Contractor for work performed, an amount of One Hundred Dollars (\$100.00) per calendar day for each day that the work shall remain uncompleted after the time specified for completion of work.
6. Contractor shall perform the work to the satisfaction of the Responsible Town Official who shall have the right of inspection at all times, and whose approval and acceptance of the work shall be a condition precedent to payments by the Owner under this Contract.
7. In the event of any dispute as to the amount, nature or scope of the work required under this Contract, the decision and judgment of the Responsible Town Official shall be final and binding.
8. Prior to the final payment, the Contractor shall provide the Owner with a Maintenance Bond for the faithful remedy of any defects due to faulty materials or workmanship and payment for any damage resulting therefrom which shall appear within a period of one (1) year from the date of final acceptance of the work provided for in this Agreement. The Maintenance Bond shall be for an amount equal to five percent (5%) of the value of the completed Contract. The Maintenance Bond may be in the form of a Cashier's Check or at the Owner's discretion, withholding of an amount equal to the Maintenance Bond in the form of a partial payment.
9. The Owner may terminate this Contract for cause by Written Notice to the Contractor. In the event of such termination, Contractor shall not be entitled to any further payment under this Contract from the date of receipt of said Notice.
10. The Owner shall have the right to terminate this Contract at any time for its convenience on ten (10) days' prior Written Notice to the Contractor. If Contract is terminated by the Town for convenience, the Owner shall pay Contractor for all work performed and all materials purchased prior to the receipt of said Notice.

IN WITNESS WHEREOF, the said Town of Wiscasset has caused this Contract to be signed and sealed in their corporate names by its Town Manager, respectively, being duly authorized, and _____ has caused this Contract to be signed and sealed in its corporate name by _____, its _____ being duly authorized, the day and year first written above at _____.

**Invitation to Bid
Roofing Services
Wiscasset Municipal Airport
Airport Maintenance Building**

October 2010

OWNER: Town of Wiscasset

By: _____

Name: _____

Title: Town Manager

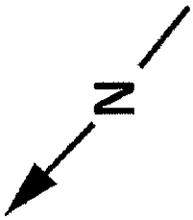
CONTRACTOR: _____

By: _____

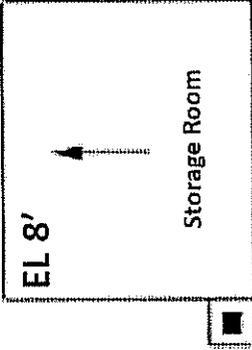
Name: _____

Title: _____

[seal]

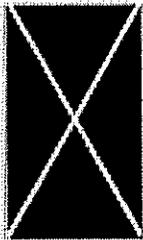


Set Up Area



EL 23

Fiberglass Skylight (Typical)



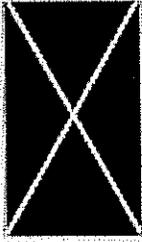
3/12



Hot Stack



Snow Diverter



3/12



Plumbing Vent



Snow Diverter



Antenna

**ADDENDUM #1
Invitation to Bid
Roofing Services at
Wiscasset Municipal Airport
Wiscasset, ME 04578
November 7, 2010**



The Invitation to Bid issued by the town of Wiscasset on or about October 21, 2010 is here by amended as follows:

Page 2, A. Proposal, Proposal Terms, Item 4. Change 30 to 90. Now reads: The successful bidder will have 90 calendar days from the "Notice to Proceed" to complete all work.

Page 5, C. History. Add the following sentence. There is a large (approximate 4' x 4' ventilation stack on the roof that is no longer required. The ventilation stack is to be removed as part of this project. The small opening in the roof below the stack will be covered with OSB board as addressed in D.2.g (page 5).

Page 5, D. Scope of Work, 2. Specifications. Item c. Change "remove" to "support".

Page 5, D. Scope of Work, 2 Specifications, Item d. Change to read: The four skylights must be braced from below using any method deemed appropriate by the contractor to ensure the plastic skylight panels will support the weight of an average person after installation of OSB board addressed in item g. below.

Page 5, D. Scope of Work, 2 Specifications, Item g. Change "2 inches poliscyanurate insulation", with "one-half inch OSB board".

**Replace Maintenance Building Roof
RFP Notice List**

Name	Company	Contact	Attended Pre-Bid Meeting (11/4/10)	Bid
A.W. Construction	A.W. Construction	T: (207) 319-8113 will@awconstruction.us		\$
Bob Blagdon	C.O. Beck & Sons	T: (207) 882-5008 T: (207) 872-5861 F: (207) 872-8771*	✓	\$
Doug Merrill & Son Builder Inc.	Doug Merrill & Son Builder Inc.	T: (207) 350-0047		\$
Fowler's Roofing	Fowler's Roofing	T: (207) 582-1917 clydefowler79@gmail.com		\$
G&E Roofing	G&E Roofing	T: (207) 622-9503 F: (207) 622-7697*	✓	\$
Hendrickson Roofing	Hendrickson Roofing	T: 207-832-4104 hendricksonroofing@live.com		\$
Horch Roofing	Horch Roofing	T: (207) 273-2197 F: (207) 273-1322 sales@horchroofing.com		\$
Jim Card	J & MC Contractors	T: (207) 729-0894 F: (207) 729-0896* cardjmc@juno.com	✓	\$
Jeff Hunter	Jeff Hunter	T: (207) 350-8066		\$
Joe Carter	Joe Carter	T: (207) 882-9376		\$
R. J. Pelletier, Inc.	R. J. Pelletier, Inc.	T: (207) 725-6120 F: (207) 725-6120		\$

* Faxed addendum #1 (11/8/10)