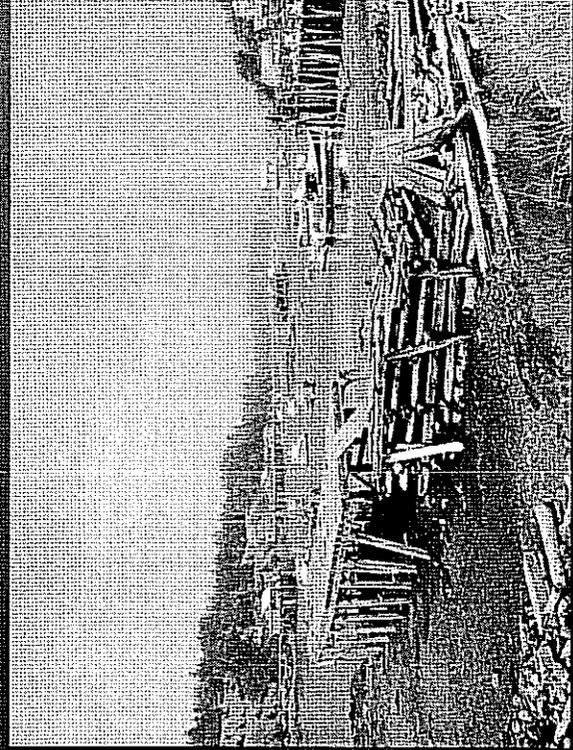
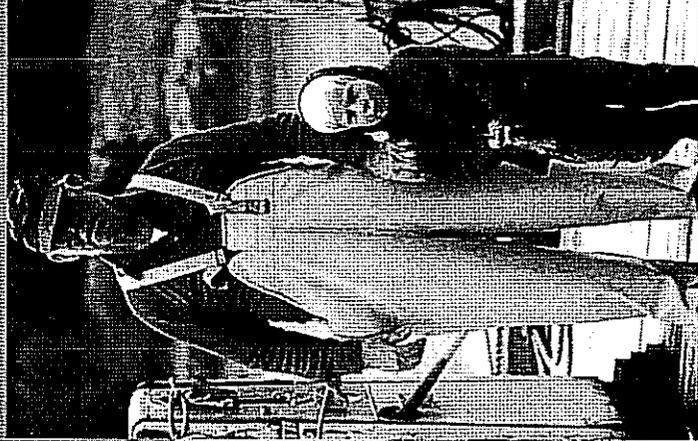
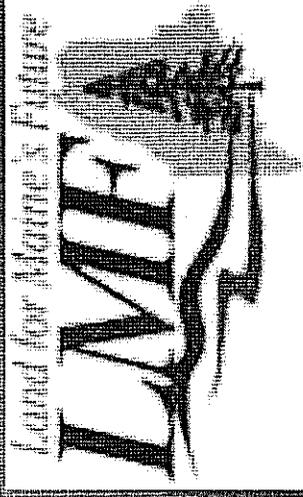
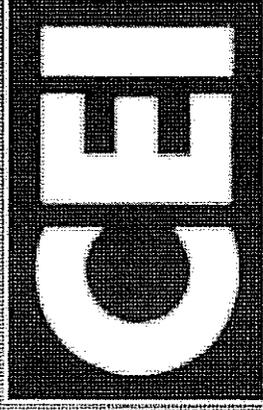


The Working Waterfront Access Pilot Program (WWAPP)

How It Works

Dick Clime, WWAPP Administrator
Coastal Enterprises Inc.
Wiscasset

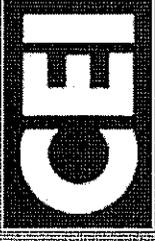


The Working Waterfront Access Pilot Program (WWAPP)

What I am going to cover in 20 minutes

1. Purpose and description
2. Former projects and accomplishments
3. Components
 - A. Covenant and right of first refusal
 - B. Appraisal and award
 - C. Conditions – business plan, title, ESA, existing lender cooperation
4. Application and review
 - A. Money available
 - B. Deadline
 - C. Procedure
 - D. Reviewers
 - E. Decision and allocation
 - F. Due diligence
 - G. Closing the project
5. CEI assistance to applicants





Purpose and description

To provide protection to strategically significant working waterfront properties whose continued availability to commercial fishing businesses is essential to the long-term future of this economic sector

State buys development rights to restrict property uses to those that are compatible with commercial fisheries and aquaculture

Restrictive covenant signed by owner (Grantor) and representative of state (Holder) recorded in the county registry and follows the deed in a future land sale

Covenant sale price determined by a standardized appraisal

Mixed uses possible if they are compatible with fisheries use

Dept. of Marine Resources (DMR) and Land for Maine's Future Program (LMF) given program authority by legislature

Previous projects (2006-2010) with \$3.77 M awarded

- Seventeen properties worth ~ \$15.3 M (FMV) protected.
- Comprise ~ 33 upland acres, 5064 feet of shoreline.
- Benefits accrue to: 452 fishing boats, 827 fishermen, >900 families.
- Awards range- \$ 34.5K to \$ 341.5K, average is ~ \$ 222K.

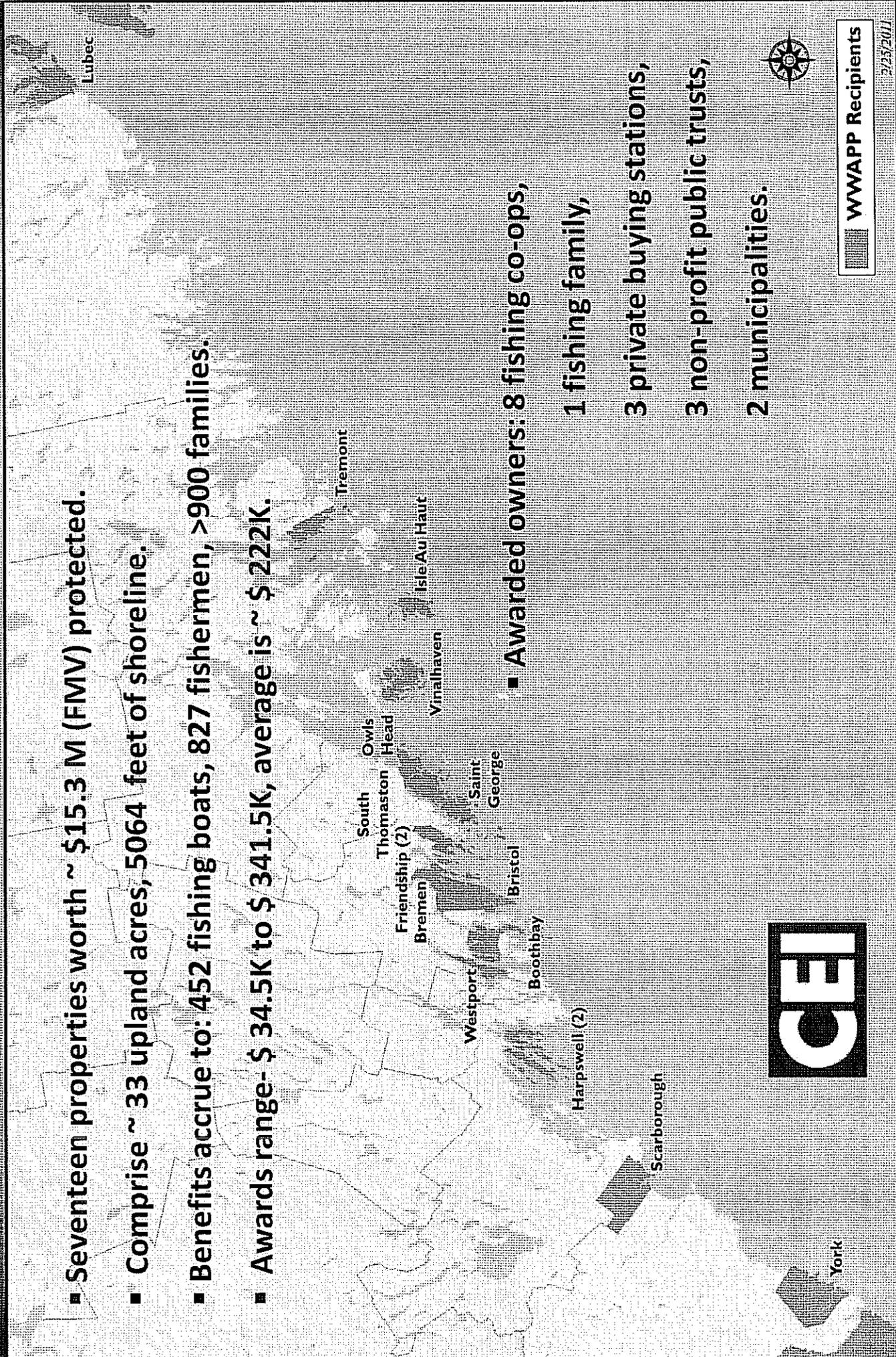
▪ Awarded owners: 8 fishing co-ops,

1 fishing family,

3 private buying stations,

3 non-profit public trusts,

2 municipalities.



What is a covenant?



Characteristics of the Covenant

- Recordable legal agreement between property owner and the state (DMR).
- Limits property's future use, alteration, and development that conflict with fisheries.
- Runs with the land in perpetuity, regardless of ownership.
- Property owner retains customary rights of ownership, e.g. protect property, determine access, make business decisions within limits of covenant.
- Requires annual report of any maintenance, alterations, repairs, and improvements.
- Owner needs permission before undertaking future improvements and changes.

Characteristics of the Right of First Refusal (RoFR)

- Mandatory condition of the covenant.
- RoFR allows state to intervene in future transfer or sale of property.
- RoFR limits the future sale price to the then appraised commercial fisheries value.

How is monetary award determined?

- Not a grant, but the sale price of future development rights.
- The award may be taxable as income, consult with knowledgeable expert.
- Amount determined by a specialized working waterfront appraisal.
- Appraisal is peer reviewed, approved by LMF Board.
- Applicant may choose among two types of appraisals:
 - Choice 1: Award amount determined by subtracting the property value as restricted to commercial fisheries use from the Fair Market Value (the highest sale price use). Termed the covenant value.
 - Choice 2: Calculate 25% of the appraised Fair Market Value (highest sale price use) for the award amount.
- Award upper limit = 50% of FMV, lower limit = 25% of FMV.
- CEI consultants can provide list of knowledgeable appraisers.



Additional conditions to successful application

Primary

- Business plan must accompany application.
- Clear title must be demonstrated...legal title opinion or title insurance.
- Environmental Site Assessment (ESA) required from trained professional.
- Accurate survey of property required.
- Covenant language agreed.
- Existing mortgage holders must agree to subordinate their interest.

Secondary

- Requires 1:1 match in project by applicant.
- Property taxes paid up-to-date.
- Corporate authority for designated signer.



Application and review



- About \$2.2 M available for projects in 2011-2012.
- Deadline for applying is July 1, 2011.
- Rolling deadline every four months until all money is allocated.
- Twenty copies of application due in CEI's offices by deadline.
- Reviewed by CEI business and finance experts.
- Reviewed by WWAPP Advisory Panel individuals familiar with industry.
- DMR Commissioner receives advice, recommends to LMF Board.
- Board votes on yes/no decision and on award amount.
- Approved applicants must complete due diligence tasks.
- May take 12 months to complete (average).
- Concludes with covenant signing, applicant receives award check.

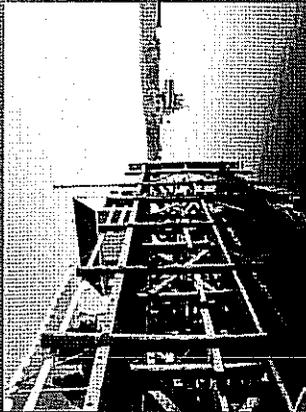
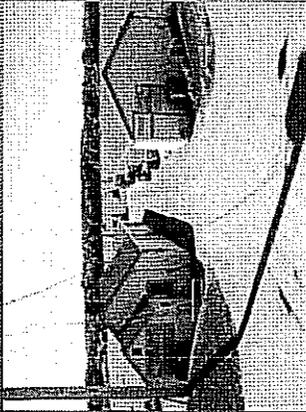
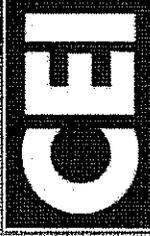
Coastal Enterprises (CEI) assistance

CEI consultants will:

- Provide detailed information on program.
- Visit property and offer advice on project readiness.
- Coach the writing of the application and business plan.
- Proof-read early drafts to help improve them.
- Determine completeness of application after submission.
- Request overlooked items before reviewers see it.
- Communicate with applicants regarding progress of review and approval process.
- Notify applicants of LMF Board decision.
- Help applicants complete due diligence items before closing.
- Schedule and coordinate closing.
- Publicize successful projects with press releases.

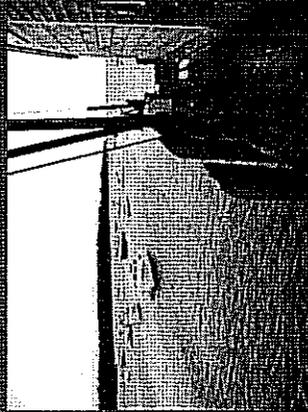
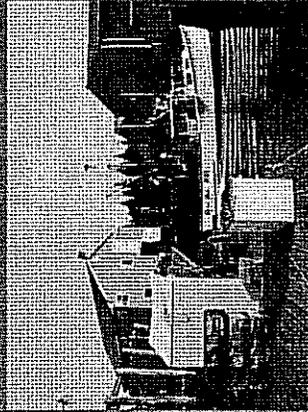
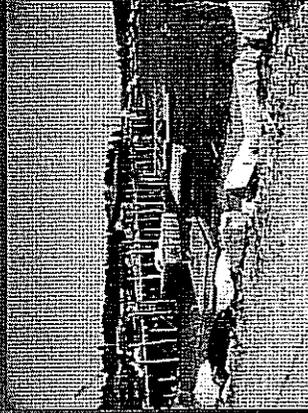


Who to contact



Hugh Cowperthwaite
CEI Portland
(207) 772-5356
hsc@ceimaine.org

Projects in York,
Cumberland, and
Sagadahoc Counties



Dick Clime
CEI Wiscasset
(207) 882-7552
rdc@ceimaine.org

Projects in Lincoln, Knox,
Waldo, Hancock, and
Washington Counties

**MODEL
WORKING WATERFRONT COVENANT AND
RIGHT OF FIRST REFUSAL**

This Working Waterfront Covenant, entered into this ___ day of ___, 200___, by and between [*Entity Name*], of [*insert residency*] with a mailing address of [*insert address*], owner of land and buildings located on [*insert general location/street address*] in the municipality of [*insert name*], County of [*insert county*], and State of Maine (hereinafter the "Grantor") and the **STATE OF MAINE, acting by and through its LAND FOR MAINE FUTURE BOARD** with a mailing address of 38 State House Station, Augusta, ME 04333-0038, its successors and assigns (hereinafter, along with the **DEPARTMENT OF MARINE RESOURCES, (06-30-10)** the "Holder" or the "Qualified Holder") pursuant to 33 M.R.S., Chapter 6-A, Section 131 *et seq.*

Section 1. PURPOSE:

The purpose of this covenant is to ensure the permanent availability and affordability of this strategically significant Working Waterfront property for use by Commercial Fisheries Businesses as those terms are defined in Section 8 (10.01.09).

Section 2. RECITALS:

WHEREAS, Grantor is the owner of real property and improvements located on [*insert address*] in said [*insert town name*], [*insert county name*] County, Maine located adjacent to the [*name of navigable water body*] and described in the attached **Exhibit A** [*legal description, including deed references*] [*Optional: and depicted on the attached Exhibit A-1*] (hereinafter the "Protected Waterfront"); and

WHEREAS, the Protected Waterfront has significant values as working waterfront real estate to provide access to tidal waters for or to provide direct services for Commercial Fisheries Businesses that requires the use of working waterfront land, namely [*Insert depth/amount/ of water frontage, existing docks, piers, historic names, significant features that justify the covenant and the State's interest in acquiring rights in it*]. All of the foregoing will provide and support commercial fishing access from the protected waterfront and are more fully described in **Exhibit B**, and

WHEREAS, Grantor seeks permanently to preserve and conserve the Protected Waterfront for long term use as a working waterfront by Commercial Fisheries Businesses, and to maintain the future affordability of the Protected Waterfront by the grant of a Right of First Refusal to the Holder to purchase the Protected Waterfront at its working waterfront value in accordance with the attached **Exhibit C**; and

WHEREAS, the people of the State of Maine are concerned about the loss of adequate access to tidal waters for the commercial harvesting of wild and aquacultured marine organisms within the State of Maine; and

WHEREAS, the people of the State of Maine by public referendum have indicated their support of the acquisition of working waterfront properties and the continued availability of such properties to Commercial Fisheries Businesses as essential to the future of fisheries in Maine and have codified such support pursuant to the issuance of bonds, under Public Laws 2005, Chapter 462 Part B, section B-6 and by the enactment of Chapter 574 of the Laws of 2006, codified as Title 33, Maine Revised Statutes, Section 131 *et seq.*; and

WHEREAS, the Holder is a qualified holder as defined by 33 M.R.S., Section 131(2) and may acquire a working waterfront covenant, as defined by 33 M.R.S., Section 131 *et seq.*, in perpetuity over the Protected Waterfront to preserve its availability and affordability for commercial fisheries operations by limiting its use, alteration, or development in any manner that precludes its use by Commercial Fisheries Businesses; and

WHEREAS, the Holder has as one of its purposes the permanent protection of working waterfront and enlargement of working waterfront opportunities for commercial fisheries businesses through its marine resources programs so that commercial fishermen, aquaculturists, fishermen's cooperatives and other commercial fisheries businesses may have future opportunities to acquire and manage working waterfront properties at working waterfront prices when such lands become available for sale; and

WHEREAS, the State of Maine intends to manage this Covenant by and through its Department of Marine Resources pursuant to 12 M.R.S., Section 6022, Subsection 5 (06-30-10); and

WHEREAS, the continued availability of the Protected Waterfront to the Commercial Fisheries Businesses in the State of Maine is contingent in part upon a resale structure that will assure affordability of the Protected Waterfront at a working waterfront resale price and not a price which could reflect other more economically valuable uses; and

WHEREAS, the Holder is acquiring for value the right to preserve working waterfront on the Protected Waterfront, including a Right of First Refusal with a resale formula that limits the purchase price upon any future sale of the Protected Waterfront to a price that reflects the working waterfront value thereof, to assure the permanent availability and affordability of the same to Commercial Fisheries Businesses; and

WHEREAS, the parties acknowledge that the Holder has paid value for the Covenant and the Right of First Refusal described and granted herein, for which the Grantor acknowledges adequate compensation; and

WHEREAS, the Grantor and the Holder understand and agree that in order to effectuate their intentions and those of the people of the State of Maine, this Covenant constitutes a restriction and covenant that shall forever run with the land and is binding upon the Grantor, its successors, and assigns in the event of any transfer, sale or foreclosure of the Protected Waterfront.

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions and restrictions herein and for good and valuable consideration paid, and pursuant to the laws of the State of Maine, and in particular Title 33, Maine Revised Statutes, Section 131 *et seq.*, and P.L. 2005, Chapter 462, [*Insert Grantor name*], does hereby voluntarily, unconditionally and irrevocably COVENANT and AGREE with the **STATE OF MAINE, acting by and through the Land for Maine Future Board**, as Holder, its successors and assigns forever, as follows, to wit:

GRANTOR COVENANTS AND AGREES to hold, manage and preserve the Protected Waterfront in accordance with the following terms and conditions:

Section 3. GRANTOR OBLIGATIONS:

3.1. Except as allowed under this Section 3, Grantor shall reserve use of the Protected Waterfront as a Working Waterfront for Commercial Fisheries Businesses.

3.2. Grantor may not use the Protected Waterfront for any of the following uses except as allowed under Section 4.1 or by the express written consent of Holder: retail stores or operations; hotels, motels or bed and breakfast operations; housing, whether temporary or otherwise; restaurants; recreational businesses or facilities; sporting facilities; and other uses that interfere with or reduce the utility of the Protected Waterfront for Commercial Fishing Business (10.01.09).

3.3 Grantor may not change the use of, alter, develop, or improve the Protected Waterfront in any manner that is inconsistent with the purposes and terms of this Covenant. At the time of this Covenant, the existing structures and improvements on the Protected Waterfront are set forth on the attached **Exhibit B** (10.04.09). Notwithstanding the foregoing, alterations, improvements, or uses that do not change the utility of the Protected Waterfront for commercial fishing activities, and that will not otherwise interfere with or alter the intended uses for Commercial Fisheries Business, are allowed. To the extent that the value of any alteration, repair, replacement or improvement to the Protected Waterfront exceeds ten percent (10%) of the assessed value of the Protected Waterfront on file with the records of the municipality of [*insert name of municipality in which Protected Waterfront is located*], Grantor, prior to the commencement of such alteration, shall provide Holder with ninety (90) days written notice thereof. No use of or alteration or change to the Protected Waterfront shall materially impair or interfere with parking or access necessary for the commercial fishing businesses using the Protected Waterfront.

3.4. Grantor shall not subdivide, divide or convey the Protected Waterfront in separate parcels by any means, nor shall ownership of any present or future buildings, structures or improvements on the Protected Waterfront be separated from the ownership of the underlying fee of the Protected Waterfront by any means, direct or indirect. For purposes of this Section 3.4, the term "subdivision" means the division of the Protected Waterfront, by physical means, conveyance, devise, or other legal process as now or hereafter defined under Maine law, into two or more parcels, except that leases or rental agreements as defined under Section 4.2 shall not be construed as subdivision for purposes of this Covenant.

3.5. Other than as specified herein, this Covenant is not intended to impose any legal or ownership responsibility on Holder, or in any way affect any existing obligation of Grantor as owner of the Protected Waterfront. Without limitation of the generality of the foregoing, Grantor shall continue to be solely responsible for the following:

3.5.1. Taxes. Payment of all taxes and assessments levied against the Protected Waterfront;

3.5.2. Upkeep and Maintenance. Upkeep and maintenance of the Protected Waterfront in keeping with its Working Waterfront Uses; and

3.5.3. Liability. All costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Protected Waterfront. Grantor acknowledges that Holder has no possessory rights in the Protected Waterfront, nor any responsibility or right to control, maintain, or preserve the Protected Waterfront other than as set forth in Section 5.

3.6. Grantor shall prepare annual written reports describing in general the business activities on the Protected Waterfront property, including any proposed (12.02.09) uses of the property, any maintenance, alterations, repairs, and improvements to the Protected Waterfront, and shall submit the same to Holder, together with a written outline of proposed activities for the subsequent year, for Holder's review and comment. If Grantor is a cooperative subject to Section 9.1 of Holder's Right of First Refusal, attached hereto as **Exhibit C**, Grantor shall include within its annual report a list of current members of the cooperative (09.03.09). Such reports shall be delivered to Holder on or before *[insert agreed date for annual reporting, either one year from the date of signing of the Covenant, or other agreed date]*.

Section 4. GRANTOR RIGHTS:

4.1. Grantor Retained Rights Grantor reserves all customary rights and privileges of real property ownership that are not prohibited or limited by this Covenant, provided that such activity is consistent with the purposes of this Covenant and is carried out in compliance with all applicable laws and legal requirements. These reserved ownership rights include, but are not limited to the right to prohibit trespass upon the Protected Waterfront by any person, including any unauthorized member of the public and the right

to take such lawfully permitted action as is necessary regarding same, and the right to sell, lease, devise, or otherwise transfer the Protected Waterfront, subject to the terms of this Covenant and subject to Holder's Right of First Refusal set forth in **Exhibit C**.

Notwithstanding the foregoing the following shall be permitted: *[list as subsections any existing or planned uses that are exceptions to section 3.2]*

4.2. Leases The Grantor must receive written approval from Holder prior to leasing the Protected Waterfront or any portion thereof for a term of more than 2 years. At any time Grantor intends to lease the Protected Waterfront, or any portion thereof, to any lessee for a lease term of more than two (2) years, Grantor shall notify Holder in writing at least ninety (90) days prior to the execution of such lease. Holder shall have the right to review and approve in writing or require modification of any such proposed lease prior to execution to ensure that the Working Waterfront purposes of this Covenant are protected and that such a lease is consistent with the terms of this Covenant. In making its determination, the Holder shall consider the potential for and degree to which the proposed lease would materially impair the utility of the Protected Waterfront for Working Waterfront Uses. Grantor agrees to incorporate the terms of this Covenant by reference in any legal instrument by which the Grantor divest themselves of any interest in all or a portion of the Protected Waterfront.

4.3. Transfers At such time as Grantor desires to convey or otherwise transfer any interest in (09.03.09) the Protected Waterfront other than to a mortgagee or other secured party for financing purposes pursuant to Section 7, Grantor shall give written notice of its intention to Holder pursuant to the Right of First Refusal attached hereto as **Exhibit C**. Conveyances or transfers in violation of this Covenant shall be null and void and of no legal effect. (10.01.09). Transfers pursuant to Sections 9 and 9.1 of the Right of First Refusal shall not trigger Holder's Right of First Refusal. Grantor shall provide notice of transfer of such shares to Holder within 30 days of such transfer. (10.01.09).

4.4. General Release of Rights Grantor and Holder hereby acknowledge and agree that all development rights, except as specifically reserved herein that are now or hereafter allocated to, implied, reserved, or inherent in the Protected Waterfront, are terminated and extinguished, and may not be used or transferred to any other property, person or entity.

Section 5. HOLDER RIGHTS:

5.1. Right to Enforce. Holder has the right to prevent and correct violations of the terms of this Covenant. Holder shall have the right to enter the Protected Waterfront for the purpose of monitoring the terms of this Covenant and inspecting for violations, provided that Holder shall not in any case unreasonably interfere with Grantor's use and quiet enjoyment of the Protected Waterfront under the terms of this Covenant. If Holder finds what it believes is a violation or threatened violation, Holder may, at its discretion, notify

Grantor and require remediation or take appropriate legal action. Except when an ongoing or imminent violation will, in Holder's judgment, immediately and irreversibly materially diminish or impair the Working Waterfront Uses of the Protected Waterfront, Holder shall give Grantor written notice of the violation and thirty (30) days to correct the violation before filing any legal action. In the event that Grantor retains a third party to correct the violation, Grantor shall provide Holder with a copy of a fully executed contract for such services within thirty (30) days of the notice of violation, and said contract shall provide that the corrective action be completed within ninety (90) days of said notice of violation. If a court of competent jurisdiction determines that a violation exists, has occurred, or is threatened, Holder may obtain an injunction to stop such violation, temporarily or permanently. A court may also issue an injunction requiring Grantor to restore the Protected Waterfront to its condition prior to the violation. In any case where a court finds that a violation has occurred, Grantor shall reimburse Holder for all its expenses incurred in stopping and correcting the violation, including but not limited to reasonable attorney's fees. The failure of Holder to discover a violation or to take immediate legal action shall not bar it from doing so at a later time. Enforcement of the terms of this Covenant shall be at the sole discretion of Holder. Grantor waives all defenses of laches, estoppel, and prescription

5.2. Acts beyond Grantor control. Grantor shall not be responsible for any changes to the Protected Waterfront due to causes beyond Grantor's control, such as fire, flood, storm, earthquake or the unauthorized wrongful acts of third persons, except that the Grantor is responsible for the actions of employees, contractors, licensees, invitees, or any person acting for the benefit of Grantor or using the Protected Waterfront with the permission of the Grantor. In the event of violations of this Covenant caused by unauthorized wrongful acts of third persons, at Holder's option, Grantor agrees to assign its right of action to Holder, to join in any suit, and/or to appoint Holder its attorney-in-fact for the purposes of pursuing enforcement action. Grantor shall take all reasonable actions, but consistent in any event with customary standards for the management of comparable areas utilized for the same purposes as the Protected Waterfront, to prevent or abate third persons from taking such unlawful or unauthorized actions on the Protected Waterfront.

5.3. Assignment. Holder has the right to assign this Covenant to another qualified holder, subject to such terms and conditions as the Holder may determine, consistent with the provisions of 33 M.R.S., Chapter 6-A.

5.4. Amendments and Discretionary Consents. Grantor and Holder acknowledge that, they are unable to foresee all potential future technologies and future evolution of natural resources affecting Commercial Fisheries Businesses in Maine, and other future occurrences affecting the purposes of this Covenant. Holder therefore may determine whether (a) proposed uses or proposed improvements not contemplated by or addressed in this Covenant and (b) alterations in existing uses or structures are consistent with the purposes of this Covenant. Any legally permissible amendment and any discretionary consent by Holder may be granted only if Holder has determined, in its discretion, that the proposed use furthers or is not inconsistent with the purposes of this Covenant,

substantially conforms to the intent of this Covenant, meets all applicable conditions expressed herein, does not change the utility of the Protected Waterfront for commercial fishing activities, will not otherwise interfere with or alter the intended uses for Commercial Fisheries Business, and does not materially increase the adverse effect on Commercial Fisheries Businesses of the non-working waterfront uses and activities permitted in this Covenant.

5.5. Termination by Judicial Action. An action to terminate this Covenant may be brought pursuant to 33 M.R.S., Section 133. As a part of such action, the court must find that, due to a change in circumstance, this Covenant no longer serves the public interest in protecting or enhancing the commercial marine fisheries or related businesses of the State of Maine. Grantor shall repay to Holder the fair market value of this Covenant at the time of its extinguishment, such value to be calculated in accordance with Section 5.7. Any appraisal carried out pursuant to this Section 5.5 shall be done by a Maine licensed general appraiser qualified to evaluate commercial waterfront properties and commercial fisheries businesses, at the expense of the party bringing the action.

5.6. Termination by Condemnation. This Covenant constitutes a property right owned by the Holder. Notwithstanding that this Covenant is an obligation, and not a financial asset, should it be extinguished by the exercise of the power of eminent domain or acquired by purchase in lieu of condemnation subject to the prior written consent of Holder, Holder is entitled to a share of the proceeds of any sale, exchange or involuntary conversion of the property, according to Holder's proportional interest in the Protected Waterfront, such share to be calculated in accordance with Section 5.7.

Drafter's Note: For the following provisions (Option A or Option B), LMF staff will instruct which Option applies to the Project. Thereafter, the alternate language should be deleted as part of the initial drafting. (11.17.09)

OPTION A – *for projects whose grant has been set by Board policy decision at 25% of appraised, unencumbered value (subject to possible further downward adjustment due to availability of funding.) (09.29.09)*

5.7. Valuation upon Termination. Grantor and Holder agree that the grant of this Covenant creates a property right vesting immediately in Holder. Grantor and Holder further agree that the value of Holder's interest in the Protected Waterfront may change as market conditions, land values and development occur in the area of the Protected Waterfront. In the event that this Covenant is extinguished or reduced by judicial decree, eminent domain or other legal authority for which action Grantor or Holder is entitled to receive compensation, the parties agree that notwithstanding the valuation process used by the judicial authority or the acquiring entity to calculate compensation due to Grantor and Holder, Holder shall be entitled to a portion of the proceeds of such sale, exchange or conversion, or the increase in such value, equal to ***the greater of:***

- (i) the percentage of value that this Covenant bore to the value of the unrestricted Protected Waterfront as of the date of execution of this Covenant, such value being _____ percent (%); or

(ii) the proportion that the value of this Covenant bears to the fair market appraisal value of the Protected Waterfront unrestricted by this Covenant on the date of such sale, exchange or conversion, computed as follows: the entire proceeds multiplied by a fraction, the numerator of which is the amount by which the fair market appraisal value of the interest taken at the time of such taking (unrestricted by this Covenant) is reduced by the terms and conditions of this Covenant, and the denominator of which is the fair market appraisal value of the interest taken at the time of taking unrestricted by this Covenant (09.15.09).

OPTION B – for projects for which the grant has been established by full “before and after” appraisal

5.7. Valuation upon Termination. Grantor and Holder agree that the grant of this Covenant creates a property right vesting immediately in Holder. Grantor and Holder further agree that the value of Holder’s interest in the Protected Waterfront may change as market conditions, land values and development occur in the area of the Protected Waterfront. In the event that this Covenant is extinguished or reduced by judicial decree, eminent domain or other legal authority for which action Grantor or Holder is entitled to receive compensation, the parties agree that notwithstanding the valuation process used by the judicial authority or the acquiring entity to calculate compensation due to Grantor and Holder, Holder shall be entitled to a portion of the proceeds of such sale, exchange or conversion, or the increase in such value, equal to the proportion that the value of this Covenant bears to the fair market appraisal value of the Protected Waterfront unrestricted by this Covenant on the date of such sale, exchange or conversion, computed as follows: the entire proceeds multiplied by a fraction, the numerator of which is the amount by which the fair market appraisal value of the interest taken at the time of such taking (unrestricted by this Covenant) is reduced by the terms and conditions of this Covenant, and the denominator of which is the fair market appraisal value of the interest taken at the time of taking unrestricted by this Covenant (09.29.09).

Whenever all or part of the Protected Waterfront is taken in the exercise of eminent domain so as to abrogate the restrictions imposed by this Covenant, Grantor and Holder shall join in appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking, which proceeds shall be divided in accordance with the proportionate value of Grantor’s and Holder’s interests as specified in this Section. Holder shall use its share of the proceeds or other moneys received under this Section in a manner consistent with the purposes of this Covenant.

Section 6. NOTICES AND REQUESTS FOR APPROVAL: Any notices or requests for approval required by this Covenant shall be in writing and shall be personally delivered or sent certified mail, return receipt requested, or by such other commercial carrier as requires written proof of delivery to Grantor and Holder, respectively, at the following addresses, unless one has been notified by the other of a change of address:

To Grantor: [Insert Grantor address]

To Holder: State of Maine, Department of Marine Resources¹
21 State House Station
Hallowell, ME 04347-0021
Attention: Commissioner (06-30-10)

In the event that notice mailed to Grantor at the last address on file with Holder is returned as undeliverable, Holder shall send notice by certified mail, return receipt requested, or by such other commercial carrier as requires written proof of delivery, and by regular mail to Grantor's last known address on file with the municipality of [*insert town where land located*], Maine, and with the Secretary of the State of Maine, if applicable, and the mailing of such notice shall be deemed compliance with the notice provisions of this Covenant.

Grantor's notices to Holder must include sufficient information to enable Holder to determine whether Grantor's plans are consistent with the terms of this Covenant and the conservation purposes hereof.

In the event that the Protected Waterfront is owned by a trust, a business entity, or is held in common by more than one individual, the Grantor entity or the common owners shall designate an agent to be responsible for the receipt of notices from Holder. In the event that no single owner or agent is so designated, the notice to any executive officer of the entity, or to any one common owner shall be deemed to be notice to all.

Section 7. SUBSEQUENT LIENS ON PROPERTY: No provisions of this Covenant should be construed as impairing the ability of Grantor to use the Protected Waterfront as collateral for subsequent borrowing, provided that any mortgage or lien arising from such a borrowing must be expressly subordinated to this Covenant. Grantor shall notify Holder in writing ninety (90) days prior to grant of mortgage or any other interest in the Protected Waterfront except as may be set forth under Section 4. Any such grant of a mortgage or any other interest in the Protected Waterfront is expressly subject to the terms of this Covenant. Grantor shall provide a complete copy of this Covenant to any grantee of any rights in the Protected Waterfront prior to any such grant. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Covenant or limit its enforceability in any way.

Grantor shall pay and discharge when due all property taxes and assessments imposed upon the Protected Waterfront and any uses thereof, and to avoid the imposition of any liens that may impact Holder's rights hereunder. Grantor shall keep the Protected Waterfront free of any liens or encumbrances, including without limitation those arising out of any work performed for, materials furnished to or obligations incurred by Grantor.

Section 8. DEFINITIONS

¹ See Section 9.3 for LMF designation of DMR as responsible agency (06-30-10)

8.1 Commercial Fisheries Business(es). "Commercial Fisheries Businesses" means any enterprise directly or indirectly concerned with the commercial harvest of wild or aquacultured marine organisms, whose primary source of income is derived from these activities. "Commercial Fisheries Businesses" includes without limitation:

8.1.1. Licensed commercial fishermen, aquaculturists and fishermen's cooperatives;

8.1.2. Persons providing direct services to commercial fishermen, aquaculturists or fishermen's cooperatives, as long as provision of these direct services requires the use of working waterfront real estate; and

8.1.3. Municipal and private piers and wharves operated primarily to provide waterfront access to commercial fishermen, aquaculturists or fishermen's cooperatives.

8.2 Marina. "Marina" shall be defined as a facility that repairs vessels not engaged in Commercial Fisheries Businesses, or provides berthing space for vessels not engaged in Commercial Fisheries Businesses as defined herein.

8.3 Working Waterfront and Working Waterfront Uses. For the purposes of this Covenant, "Working Waterfront" and "Working Waterfront Uses" shall be defined as the use of land and interests in land that comprise the Protected Waterfront for commercial fishing activities and uses incidental thereto including, but not limited to, the:

8.3.1. erection, maintenance, operation and repair of the following: wharves; hoists, cranes, winches and related equipment and improvements; cold storage facilities for aquatic organisms; and docks and floats for vessels used to harvest aquatic organisms, provided that such docks and floats comprise or are attached to the Protected Waterfront;

8.3.2. berthing, landing, loading, unloading, cleaning, maintaining, repairing, supplying, provisioning, and outfitting vessels used to harvest aquatic organisms for retailing or wholesaling.

8.3.3. fueling of vessels that are berthed on the Protected Waterfront and are used to harvest aquatic organisms;

8.3.4. purchase, fabrication, storage, repair and maintenance of equipment for vessels used to harvest aquatic organisms;

8.3.5. purchase of aquatic organisms for retailing or wholesaling;

8.3.6. preparation or processing of aquatic organisms for retailing;

8.3.7. retailing of fresh or processed aquatic organisms for off-site consumption;

8.3.8. wholesaling of fresh aquatic organisms;

8.3.9. retail shops, offices, restaurants, and administrative services, provided that such facilities provide direct services to Commercial Fisheries Businesses, require the use of working waterfront real estate, and are derived from and related to the uses described in Sections 8.3.1 through 8.3.8, subject to prior written approval of Holder under Section 3.2, as applicable (09.03.09);

8.3.10. parking to support uses described in Sections 8.3.1 through 8.3.8 and not uses described in Section 8.3.9; and

8.3.11. uses supportive of or related to uses described in Sections 8.3.1 through 8.3.8, except that no such use shall reduce the availability of or access to float or dock space for berthing or other water dependent uses of the Protected Waterfront by persons engaged in commercial fisheries businesses, and prior written approval of Holder is obtained pursuant to Section 3.2 (09.15.09).

Notwithstanding the foregoing, the incidental and temporary dockage of vessels not engaged in Commercial Fisheries Businesses at the Protected Waterfront for the purpose of buying fuel and seafood, and the incidental and temporary mooring of vessels not engaged in Commercial Fisheries Businesses in the area of the Protected Waterfront, shall be allowed, provided that Commercial Fisheries Businesses are not adversely affected by such incidental and temporary uses.

“Working Waterfront Uses” uses shall not include apartments, residences, condominiums, hotels, lodging, gas stations, yacht clubs and Marinas.

Section 9. OTHER GENERAL PROVISIONS:

9.1. Any activity permitted under this Covenant remains subject at all times to all applicable state, federal and local laws and regulations.

9.2. In executing this Covenant, Grantor has considered the fact that uses prohibited hereby may become more economically valuable than permitted uses, and that neighboring properties may in the future be put entirely to such prohibited uses. It is the intent of both Grantor and Holder that any such changes not be deemed to be changed conditions permitting alteration or termination of this Covenant.

9.3. Only Holder, Grantor, the Attorney General, or the municipality of [*insert name*] pursuant to 33 M.R.S., Chapter 6-A, Section 133, may bring an action to enforce this Covenant, and nothing herein should be construed to grant the public standing to bring an

action hereunder, nor any rights in the Protected Waterfront by adverse possession or otherwise.

9.3.1. Holder hereby designates the Department of Marine Resources as the primary agency responsible for monitoring, management and enforcement of this Covenant. All notices to Holder shall be delivered to said Department, as set forth in Section 6. (06-30-10)

9.4. Grantor agrees to incorporate the terms of this Covenant by reference in any deed or other legal instrument by which Grantor divests themselves of any interest in all or a portion of the Protected Waterfront, including, but not limited to, a security or leasehold interest.

9.5. This Covenant shall be interpreted under the laws of Maine to resolve any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its working waterfront purposes. Failure of any section or provision of this Covenant shall not affect the validity or enforceability of the remainder of this Covenant. If uncertainty should arise in the interpretation of this Covenant, such uncertainty should be resolved in favor of conserving the Protected Waterfront for use by Commercial Fisheries Business.

9.6. This Covenant is of unlimited duration. Every provision of this Covenant that applies to Grantor or Holder shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear.

9.7. Grantor and Holder claim all of the rights and immunities against liability for injury to the public to the fullest extent of the law under Title 14 M.R.S. Section 159-A, *et seq.* as amended and any successor provision thereof (Maine Recreational Use Statute), and under any other applicable provision of law and equity.

9.8. Captions: Captions and headings in this agreement are for convenience only and do not form a substantive part of this agreement.

IN WITNESS WHEREOF, the said [*Grantor name*]. has caused these presents to be executed in its name and behalf by _____, its _____ hereunto duly authorized and sealed with its corporate seal this _____ day of _____, 200_.

[*Grantor name*]

By: [*authorized signatory*]

STATE OF MAINE

DRAFT FOR REVIEW ONLY: NOT AGENCY POLICY 11/3/08tg; 07/02/09hh; 09/02/09hh&fs;
09.15.09hh; 10.01.10hh; 10.04.09 edits accepted; 11.17.09 Drafter edits added Page 7; 12.02.09 coop edits;
06-30-10 DMR edits
Kennebec, ss. _____, 200__

Then personally appeared the above-named _____, _____ as aforesaid and
acknowledged the foregoing instrument to be his free act and deed and the free act and
deed of said corporation.

Before me.

Notary Public/Maine Attorney at Law
Printed Name: _____
My Commission Expires: _____

ACCEPTANCE BY HOLDER:

Witness

State of Maine
Land for Maine Future Board
By: George LaPointe, Chair

ACCEPTANCE BY DESIGNATED STATE AGENCY HOLDER:

Witness

State of Maine
Department of Marine Resources
By: George LaPointe, Commissioner (06-30-30)

STATE OF MAINE
KENNEBEC, SS. _____, 200__

Then personally appeared before me George LaPointe, Chair and Commissioner
as aforesaid, hereunto duly authorized, and acknowledged the foregoing to be his free act
and deed in his capacity as Chair of the Land for Maine Future Board and Commissioner
of the Department of Marine Resources, and the free act and deed of the State of Maine
(06-30-10).

Notary Public/ Maine Attorney at Law

DRAFT FOR REVIEW ONLY: NOT AGENCY POLICY 11/3/08tg; 07/02/09hh; 09/02/09hh&fs;
09.15.09hh; 10.01.10hh; 10.04.09 edits accepted; 11.17.09 Drafter edits added Page 7; 12.02.09 coop edits;
06-30-10 DMR edits

Print name: _____

My commission expires: _____

Attachments:

Exhibit A Legal Description

Exhibit A-1: Sketch of Protected Waterfront [*optional*]

Exhibit B: List of Improvements

Exhibit C: Right of First Refusal

EXHIBIT A

[Legal Description, including deed references, sketches]

[optional]

EXHIBIT A-1

[sketch of Protected Waterfront]

EXHIBIT C

[Schedule of Improvements, including list of existing leases in excess of 2 years]

EXHIBIT C

RIGHT OF FIRST REFUSAL:

1. For the purposes of this Right of First Refusal, unless otherwise noted, terms use shall be defined as follows:

A. "Premises" shall include:

1. The land, structures and other improvements located on _____ *[insert general description, including book/page references]* in said _____, _____ County, Maine described in **Exhibit A** to the Working Waterfront Covenant between said Grantor and the State of Maine to which this Right is attached; and
2. Any share or shares of a corporation, partnership, limited partnership or other form of entity not a natural person that owns or has any interest in the land described in Paragraph 1.A.1 above.

B. "Transfer" and "sale" shall include:

1. The transfer, sale or conveyance of any or all portions of the Premises or any interest therein, whether for cash or other consideration, and whether by legal or equitable means or by operation of law, by gift, pledge, or exchange;
2. If Grantor is a corporation, the transfer or pledge of a share or shares or interest to a person or entity not the owner of such shares or interest at the time this right is initially granted to the State of Maine;
3. If Grantor is a trust, limited liability corporation, limited partnership or other form of ownership that is not held by a natural person, the transfer of any interest in such entity or organization, whether legal or equitable in nature at the time this right is initially granted to the State of Maine;
4. For the purposes of verification of ownership of shares or interests, Grantor shall provide to Holder verification of legal and equitable ownership of the Premises on an annual basis. Prior to the transfer of ownership of the Premises to a corporation, trust, limited liability company, or other non-individual form of ownership, Holder may require

that the shares or other evidence or documentation of such ownership be restricted as to transfer on the face of the documentation of ownership to provide evidence of this Right of First Refusal. In the alternative, Holder may require that all shares of ownership or other evidence of ownership be held in trust by a third party trustee who shall report on an annual basis to the Holder.

C. "Agreement" shall mean this Right of First Refusal.

D. "Grantor" shall mean the [insert name of grantor] its successors and assigns.

E. "Holder" shall mean the State of Maine, acting by and through its Department of Marine Resources (06-30-10), an entity of the State of Maine, its successors and assigns.

2. Grantor agrees that no transfer or sale of the Premises or any interest therein to any third party will occur without first offering to sell the Premises to Holder for a price and terms (hereinafter the "Offering Price") to be determined under the provisions of this Agreement.

3. At such time as Grantor receives a binding bona fide offer to purchase or acquire in any manner or means the Premises or any interest therein, which such offer Grantor wishes to accept, Grantor shall offer to sell the same interest in the Premises to Holder at a price that is the lesser of:

A. The Offer Price, or;

B. The full fair market value of the Premises subject to the Offer (including the site of any structures) assuming its highest and best use is for commercial fisheries businesses commonly occurring within the market area where the Premises is located on the date of the Offer, as determined by a mutually approved disinterested appraiser selected by Grantor and Holder, with the expense of such appraisal divided equally between Grantor and Holder. This appraisal shall take into consideration the permitted and restricted uses set forth in, and the impact on value caused by this Working Waterfront Covenant.

4. Nothing in this agreement shall be construed to prevent Grantor from notifying the Holder directly of Grantor's interest in transfer of the Premises, without the existence of any offer to purchase the Premises.

5. Any offer made by Grantor to Holder pursuant to this Agreement shall be carried out in accordance with the following procedures:

- A. Grantor shall provide to Holder: 1) written notice stating its intent to sell the Premises (hereinafter "Notice"); and 2) a true, correct and complete copy of the binding bona fide offer to purchase the Premises.
- B. Upon receipt of Notice, Holder shall have 180 days to notify Grantor in writing of Holder's election to either purchase the Premises in accordance with the provisions of Paragraph 3 above, or to decline to purchase, in which event, the provisions of Paragraph 7 below shall apply to any surplus price.

6. In the event that Holder elects to purchase the Premises, whether in its own name or in the name of its nominee, the deed shall be delivered and the consideration paid at the offices of Holder in Augusta, Maine at 9 o'clock a.m. on or before the 45th day after the date of mailing of notice of election to purchase by Holder to Grantor or, if a Saturday, Sunday or holiday, on the next business day thereafter, and the deed shall convey a good and clear record and merchantable title to the Premises free of all encumbrances except the Working Waterfront Covenant, with this incorporated Right of First Refusal, and such other encumbrances as shall have been permitted under the Covenant, and the Premises shall be in the same condition as it was at the time of the acceptance of such offer and as otherwise required by the Covenant, reasonable wear and tear and use thereof excepted. The date, time and place of the closing may be amended by written mutual agreement of the parties.

7. Grantor may sell the Premises to the purchaser who has made the binding bona fide offer referred to in paragraph 3 above (hereinafter "the Purchaser"), within one (1) year of the date of Holder's receipt of Notice, following written notice from Grantor to Holder of Grantor's intent to convey the Premises to a purchaser, only in the event that the Holder:

- A. declines in writing to elect its Right within 180 days, such declination to be attached to the deed of conveyance in proof of Holder's declination, and, following such conveyance, shall provide written notice to Holder of Grantor's conveyance to the Purchaser upon the terms and conditions set forth in Paragraph 7; or
- B. fails to provide notice of its exercise of its Right in writing within 180 days, in which event Grantor shall attach to the conveyance being recorded a written notice of failure to exercise, signed by Holder, and, following such conveyance, shall provide written notice to Holder of Grantor's conveyance to the Purchaser upon the terms and conditions of this Right; or
- C. having elected its Right in writing, fails to complete the purchase within the specified time period for reasons other than defective title or failure of Grantor to convey title to Holder without waiver and consent by Holder in which event Grantor shall attach to the conveyance being recorded a written notice of failure to complete the purchase, signed by Holder, and shall provide written notice to Holder of Grantor's conveyance to the Purchaser upon the terms and conditions of this Right.

Any transfer to the Purchaser shall be in accordance with the terms of the binding bona fide offer, and shall not occur without written certification from Holder that the transfer is being carried out in accordance with such offer. Such certification shall be attached to any deed or transfer conveying any title or interest to such Purchaser and no transfer shall be effective without such attached certification. To the extent that the price or other consideration of such transfer exceeds the sales price determined in accordance with the appraisal process set forth in Paragraph 3.B of this Agreement, any amount in excess of the appraised value shall be turned over to Holder to be deposited with the Land for Maine's Future Program or its successor entity for working waterfront preservation.

8. NOTICE TO GRANTOR, ITS SUCCESSORS AND ASSIGNS: Any attempt to transfer any or all interest in the Protected Waterfront to an individual or entity other than the individual or entity set forth in the binding third party offer or which does not carry out the transfer of the Protected Waterfront in accordance with the terms of this Agreement, shall be a nullity and of no effect. Holder State of Maine may challenge any transfer by recording notice of such transfer in the [county where land located] County Registry of Deeds and by commencement of legal action against Grantor and any person or entity who takes title to the Premises without the consent and agreement of Holder State of Maine. Grantor, its successors and assigns, shall be liable for all legal costs and attorney fees arising out of or related to such legal proceedings to preserve the rights of Holder State of Maine.

9. EXEMPT TRANSFERS. Individuals. The following events shall not trigger Holder's Right of First Refusal, provided that notice thereof is given to Holder at least 60 days in advance of any transfer of title thereunder, in which event Grantor shall provide written notice to Holder of Grantor's transfer subject to this Right of First Refusal and shall record such transfer together with an affidavit setting forth evidence of notice to Holder in the [county where land located] County Registry of Deeds:

- A. a bona fide gift for no or nominal consideration to Grantor's spouse, parents, siblings, children or grandchildren (whether by blood or adoption), and their respective spouses, children or grandchildren (whether by blood or adoption), subject to the terms of this Right; or
- B. the devise of said Premises by the will or intestacy of Grantor, their heirs, successors or assigns, provided that a transfer pursuant to order of the probate court, in accordance with the terms of this Agreement shall be to a qualified person set forth in Section 9.A herein, subject to the terms of this Right.

9.1. EXEMPT TRANSFERS: Cooperatives. The following events shall not trigger Holder's Right of First Refusal if the Grantor is a member-owned cooperative organized under Maine Revised Statutes, Title 13, Chapters 85 or 87, or other provision of Maine law providing for one-member, one-vote ownership of a cooperative:

The issuance, transfer or retirement of shares, whether distributed or redistributed, as the case may be, to members or not, PROVIDED THAT this Right of First Refusal shall be triggered if the number of member owners of the cooperative is reduced to less than three (3) members. (12-02-09)

Transfers of shares or mergers of cooperatives not described in this Section 9.1, transfers of shares or ownership of corporations, and mergers of cooperatives, corporations or other entities, shall be governed by the provisions of this Right of First Refusal (09.03.09; 12-03-09)).

10. Any notices required by this Agreement shall be in writing and shall be deemed delivered upon receipt if delivered in hand or mailed, postage prepaid by certified mail, or by any commercially available carrier or entity that requires a signed and dated receipt upon delivery, addressed as follows:

Grantor:

or such address as is on file at the offices of the Town of [*insert municipality where land located*] as the owner of the Protected Waterfront if Holder has no current address on file for Grantor

Holder: Department of Marine Resources, 21 State House Station, Augusta, ME 04333-0021, Attention: Commissioner

or at such other address as to which either party has provided notice to the other in accordance with this Agreement.

11. Holder may assign its Right of First Refusal at any time after providing notice to Grantor of Holder's election to exercise in accordance with the terms of paragraph 3 above, provided that the Right may only be assigned to a party which, in Holder's opinion, will use or facilitate the use of the Premises for working waterfront uses set forth in the Covenant and in 33 M.R.S., Chapter 6-A. Any assignment shall be effective only when made in writing, signed by Holder, and duly recorded with the [*county where land located*] County Registry of Deeds.

12. Any decision by Holder not to proceed with acquisition of the Premises hereunder shall be in writing, signed by Holder, and in a form suitable for recording in said registry of deeds. Such a decision shall serve to satisfy Grantor's obligations to Holder under this Right with regard to the named third party purchaser only, and only on such terms and conditions as are stated in the decision.

13. Notwithstanding a decision by Holder not to acquire the Premises under this Right, Holder shall continue to hold this right in perpetuity, and such Right shall be a servitude on the Premises, and shall run with the land and shall be binding upon Grantor, its successors and assigns forever for the benefit of Holder, its successors and assigns, so long as the Working Waterfront Covenant is in effect. In the event of termination of the

Working Waterfront Covenant, Holder shall have the right to purchase the Protected Waterfront in accordance with the terms of this Right of First Refusal

14. The rights and obligations of each Grantor hereunder shall inure to and be binding upon Grantor and Grantor's heirs, legal representatives, successors in title and assigns.

IN WITNESS WHEREOF, the said [*Grantor name*] has caused these presents to be executed in its name and behalf by _____, its _____ hereunto duly authorized and sealed with its corporate seal this _____ day of _____, 200__.

[*Grantor name*]

By: [*authorized signatory*]

STATE OF MAINE

Kennebec, ss.

_____, 200__

Then personally appeared the above-named _____, _____ as aforesaid and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said corporation.

Before me.

Notary Public/Maine Attorney at Law

Printed Name: _____

My Commission Expires: _____



**TOWN OF WISCASSET
Main Street Pier
Vendor Permit Application**

APPLICANT NAME: ROBERT S JONES

BUSINESS NAME: RIDGEBACK POTTERY

MAILING ADDRESS: 125 WESTERN RD

PHONE NUMBER: 207 273 3614

EMAIL: RIDGEBACK@TDS.NET

SEASONAL PERMIT: DAY USE PERMIT: DATE(s): MAY 1

LOT SIZE: 10 X 20 (\$400) 30 X 34 (\$600)

Returning Vendor since 08

DESCRIPTION OF ALL BUSINESS ACTIVIES THAT WILL TAKE PLACE ON SITE:
THROWING & SELLING OF POTTERY

REQUEST FOR APPROVAL OF ACCESSORIES: (please list all furniture, etc and size, need to affix and include a sketch of placement) _____

POTTERS WHEEL & LIGHTS

ELECTRICAL SERVICE: LIST APPLIANCES REQUIRING ELECTRICITY:
Town provides 110 Volt outlet pro-rated \$100/season or \$5/day _____

"

"

I DO NOT REQUIRE ELECTRICITY

- ATTACH A CERTIFICATE OF INSURANCE, NAMING THE TOWN OF WISCASSET AS AN ADDITIONAL INSURED.
- ATTACH A PHOTO OR SKETCH OF THE PROPOSED STRUCTURE.

I represent that all of the above information is true and correct. I have read the attached Main Street Pier Policies and agree that I will comply with all rules and regulations.

[Signature]
Signature

1/10/11
Date:

Office use only

Permit fee _____
Electric fee _____
Total amount _____
Approval Date _____
Assigned location _____
Issue date _____
Expiration date _____

Recommended Not Recommended _____ by Waterfront Committee

Authorized by *Suzanne C Robson 3/10/11*

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/11/2011

PRODUCER 207.633.4423 FAX 207.633.7151
J Edward Knight & Co.
P. O. Box 447
Boothbay Harbor, ME 04538

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Robert Jones
DBA: Ridgeback Pottery
125 Western Rd
Warren, ME 04864

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Peerless Ins. Co	24198
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY	APPLICATION	01/10/2011	01/10/2012	EACH OCCURRENCE	\$ 1,000,000
		<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
		<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		RETENTION \$					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
		OTHER				E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The certificate holder shall be an additional insured in accordance with all the terms, conditions, and limitations of the policy and then only with respect to liability caused by the negligent acts or omissions of the named Insured and then only with respect to the Creamery Site location.

CERTIFICATE HOLDER

Town of Wiscasset
51 Bath Road
Wiscasset, ME 04578

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Andrea Hodgdon



**TOWN OF WISCASSET
Main Street Pier
Vendor Permit Application**

Wendall
APPLICANT NAME: Carol Wheeler

BUSINESS NAME: Bott's Glass

MAILING ADDRESS: PO Box 194, Dresden, ME

PHONE NUMBER: 207-737-4185

EMAIL bott's glass @ midmaine.com

SEASONAL PERMIT: DAY USE PERMIT: DATE(s): _____

LOT SIZE: 10 X 20 (\$400) 30 X 34 (\$600)

Returning Vendor since ~~2009~~ 2009

DESCRIPTION OF ALL BUSINESS ACTIVIES THAT WILL TAKE PLACE ON SITE:

Selling beveled glass and stained glass products

REQUEST FOR APPROVAL OF ACCESSORIES: (please list all furniture, etc and size, need to affix and include a sketch of placement) _____

ELECTRICAL SERVICE: LIST APPLIANCES REQUIRING ELECTRICITY:

Town provides 110 Volt outlet pro-rated \$100/season or \$5/day _____

(\$100 - season) coffee pot, lights, fan, microwave

I DO NOT REQUIRE ELECTRICITY

- ATTACH A CERTIFICATE OF INSURANCE, NAMING THE TOWN OF WISCASSET AS AN ADDITIONAL INSURED.

- ATTACH A PHOTO OR SKETCH OF THE PROPOSED STRUCTURE.

on file - same structure as last year

I represent that all of the above information is true and correct. I have read the attached Main Street Pier Policies and agree that I will comply with all rules and regulations.

Carl A. Wheeler
Signature

3-10-11
Date:

Office use only

Permit fee _____
Electric fee _____
Total amount _____
Approval Date _____
Assigned location _____
Issue date _____
Expiration date _____

Recommended X Not Recommended _____ by Waterfront Committee

Authorized by Suzanne Robson 3/10/11



MMG INSURANCE COMPANY
 Presque Isle, Maine

SPECIAL BUSINESS OWNERS POLICY

Policy No. BP 0437565	DECLARATIONS	Policy Type
Policy Period (ANNUAL)	Annual Bill	RENEWAL
4/20/2011 To 4/20/2012	12:01 A.M. Eastern Standard Time	

Named Insured	0479990	Agent 347 18	207-582-4120
CAROL WHEELER		GOSLINE-MURCHIE AGENCY	
BOTTI'S GLASS		189 WATER STREET	
PO BOX 194		PO BOX 70	
DRESDEN ME 04342-0194		GARDINER ME 04345-0070	

Loc. 01: 6 WHEELER ROAD DRESDEN, ME 04342

Description: CRAFT SHOP

PROPERTY
 DEDUCTIBLE \$500

	Coverage	Pre
Buildings	\$43,200	
Business Personal Property	\$5,000	
Loss of Income		
Actual Loss Sustained, Not Exceeding 12 Consecutive Months		
Equipment Breakdown Coverage		

BUSINESS LIABILITY COVERAGES

Business Liability Each Occurrence	\$1,000,000
Damage to Premises Rented to You Each Occurrence	\$250,000
Medical Payments "Each Person"	\$5,000

OPTIONAL COVERAGES & COVERAGE EXTENSIONS

Money & Securities On Premises	\$10,000
Money & Securities Off Premises	\$2,000
Accounts Receivable	\$10,000
Valuable Papers	\$10,000
Business Personal Property Off Prem.	\$5,000
Exterior Signs	\$1,000
Additional Insured(s) BP0402 (07-02)	

Annual Policy Premium

Annual B

Additional Coverage Endorsements Forming Part of Policy at Issue:



MMG INSURANCE COMPANY
Presque Isle, Maine

SPECIAL BUSINESS OWNERS POLICY

Policy No. BP 0437565	DECLARATIONS	Policy Type
Policy Period (ANNUAL)	Annual Bill	RENEWAL
4/20/2011 To 4/20/2012	12:01 A.M. Eastern Standard Time	

Named Insured	0479990	Agent 347 18	207-582-4120
CAROL WHEELER		GOSLINE-MURCHIE AGENCY	
BOTTI'S GLASS		189 WATER STREET	
PO BOX 194		PO BOX 70	
DRESDEN ME 04342-0194		GARDINER ME 04345-0070	

SCHEDULE OF ENDORSEMENT ADDITIONAL INFORMATION

BP0402 (07-02) Additional Insured(s)
Designation of Premises (Part Leased to You):
6 WHEELER ROAD DRESDEN, ME 04342
Name of Person or Organization (Additional Insured):
TOWN OF WISCASSET
51 BATH ROAD WISCASSET, ME 04578
Additional Premium:25

shall not mean a majority of those present and voting, but at least three (3) votes in favor. Board members are encouraged to vote either "yes" or "no" or, in the case of abstention, the member is encouraged to identify the intent and reason for the abstention before the vote.

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

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

22. Appointments to Town Boards, Committees and Commissions: Appointments to Town Boards, Committees and Commissions shall be made in accordance with State Statutes and the following guidelines. Candidates, after completing an application, shall may be interviewed by a two member sub-committee of the Board of Selectmen in public session before being considered for appointment. The sub-committee will bring back their recommendation to the Board of Selectmen for action. The Board may waive the interview process requirement for reappointments and for individuals serving on standing committees, Town boards and commissions.

23. Public Comment on Non-agenda Items: At each regular Selectmen meeting, there will be time devoted to any resident, taxpayer, or, in the case of an organization, an authorized representative of a resident or taxpayer, of the Town of Wiscasset to address the Selectmen regarding any item that is not on the agenda for that meeting. Comments will be limited to five minutes per person. There will be a 30-minute maximum for this section.

BOARD PROCEDURE

**WISCASSET TOWN WARRANT
STATE OF MAINE**

To John Allen, Constable, of the Town of Wiscasset in the County of Lincoln.

GREETINGS:

In the name of the State of Maine, you are hereby required to notify and warn the inhabitants of the Town of Wiscasset, in said County and State, qualified by law, to vote in Town affairs to meet at the Wiscasset Community Center on Tuesday, the 14 day of June AD, 2011 from 8:00 A.M. until 8:00 P.M., then and there to act on the following articles:

Article 1. To elect a moderator to preside at said meeting.

And to vote by secret ballot on the following articles:

Article 2. To vote by for those positions required to be elected by secret ballot.

Article 3. Should any cost center (departmental budget) question fail to pass, shall the Town vote to raise and appropriate an amount for the Selectmen to expend not to exceed 3/12 of the previous year's cost center appropriation?

Article 4. Shall the Town vote to appropriate the following **Estimated Revenues** to reduce the tax commitment?

Recreation	\$ 470,000
Excise	\$ 450,000
State Revenues	\$ 343,382
Miscellaneous	\$ 301,300
Emergency Medical Services	\$ 200,000
Transfer Station	\$ 232,965
Charges for Services	\$ 101,800
State Reimbursements	\$ 68,300
Senior Center	\$ 45,279
Airport	\$ 24,310
Waterfront	\$ 18,250
Total	\$

Board of Selectmen recommends ()
Budget Committee recommends ()

Article 5. ~~To spend tif money—WORDING TO FOLLOW---~~

Article 6. Shall the Town vote to raise and appropriate for **General Government** the sum of \$ **554,604**?

Town Office Administration/Operations	\$ 190,064
Office of Selectmen	\$ 30,418
Office of Assessment/Human Resources	\$ 77,516
Office of Finance/Tax Collector	\$ 162,043
Town Clerk/Excise Tax Collector/Registrar	\$ 57,113
Office of Elections	\$ 18,250
General Assistance	\$ <u>19,200</u>
Total	\$ 554,604

Board of Selectmen recommends 0
Budget Committee recommends 0

- Article 7. Shall the Town vote to raise and appropriate for **General Government/ Contingency** the sum of **\$35,000**?
- | | |
|-------------------------------|---|
| Board of Selectmen recommends | 0 |
| Budget Committee recommends | 0 |
- Article 8. Shall the Town vote to raise and appropriate for **Municipal Building Maintenance/Operations** the sum of **\$72,868**?
- | | |
|-------------------------------|---|
| Board of Selectmen recommends | 0 |
| Budget Committee recommends | 0 |
- Article 9. Shall the Town vote to raise and appropriate for **Municipal Planning/Code Enforcement** the sum of **\$115,969**?
- | | |
|-------------------------------|-------------------|
| Municipal Planning | \$ 58,369 |
| Municipal Boards & Committees | \$ 1,607 |
| Office of Code Enforcement | \$ 55,993 |
| Total | <u>\$ 115,969</u> |
- Article 10. Shall the Town vote to raise and appropriate for **Contractual Services** the sum of **\$73,000**?
- | | |
|-------------------------------------|---|
| Board of Selectmen recommends (5-0) | |
| Budget Committee recommends | 0 |
- | | |
|---|------------------|
| Civil Defense, Health Officer, Retirement | \$ 18,000 |
| Audit & Financial | \$ 13,000 |
| Engineering/Consultants | \$ 15,000 |
| Legal | \$ 27,000 |
| Total | <u>\$ 73,000</u> |
- Article 11. Shall the Town vote to raise and appropriate for **Celebrations** (July 4th and Winter Celebration) the sum of **\$11,500**?
- | | |
|-------------------------------------|---|
| Board of Selectmen recommends (5-0) | |
| Budget Committee recommends | 0 |
- | | |
|-------------------------------|----|
| Board of Selectmen recommends | 0 |
| Budget Committee recommends | () |
- Article 12. Shall the Town vote to raise and appropriate for **Municipal Insurance/ Debt Services/Utilities** the sum of **\$269,030**?
- | | |
|----------------------------------|-------------------|
| Tax Anticipation Note (Interest) | \$ 20,000 |
| Municipal Insurance | \$ 69,030 |
| Public Utilities: | |
| Street Lights | \$ 40,000 |
| Fire Protection (Hydrants) | \$ 132,000 |
| Unemployment | \$ 8,000 |
| Total | <u>\$ 269,030</u> |
- | | |
|-------------------------------|---|
| Board of Selectmen recommends | 0 |
| Budget Committee recommends | 0 |
- Article 13. Shall the Town vote to raise and appropriate for the **Police Department** the sum of **\$341,595**?
- | | |
|-------------------------------|---|
| Board of Selectmen recommends | 0 |
| Budget Committee recommends | 0 |

- Article 14. Shall the Town vote to raise and appropriate for **Fire Department** the sum of **\$83,692**?
- Board of Selectmen recommends (5-0)
 Budget Committee recommends 0
- Article 15. Shall the Town vote to raise and appropriate for **Animal Control** the sum of **\$9,295**?
- Board of Selectmen recommends (5-0)
 Budget Committee recommends ()
- Article 16. Shall the Town vote to raise and appropriate for **Municipal Highway Department** the sum of **\$671,167**?
- Board of Selectmen recommends 0
 Budget Committee recommends 0
- Article 17. Shall the Town vote to appropriate an amount not to exceed **\$52,699** from the Perpetual Care Trust Fund for the care of **Cemeteries**?
- Board of Selectmen recommends 0
 Budget Committee recommends 0
- Article 18. Shall the Town vote to raise and appropriate the sum of **\$85,000** for the **Wiscasset Public Library**?
- Board of Selectmen recommends ()
 Budget Committee recommends ()
- Article 19. Shall the Town vote to raise and appropriate for **Lincoln County Television** the sum of **\$5,000**?
- Board of Selectmen recommends ()
 Budget Committee recommends ()
- Article 20. Shall the Town vote to raise and appropriate the sum of **\$1,350** for Senior Spectrum?
- Board of Selectmen recommends ()
 Budget Committee recommends ()
- Article 21. Shall the Town vote to raise and appropriate the sum of **\$1,215** for Midcoast Community Action?
- Board of Selectmen recommends ()
 Budget Committee recommends ()
- Article 22. Shall the Town vote to raise and appropriate the sum of **\$300** for Tedford Shelter?
- Board of Selectmen recommends ()
 Budget Committee recommends ()
- Article 23. Shall the Town vote to raise and appropriate the sum of **\$324** for Healthy Kids?
- Board of Selectmen recommends ()
 Budget Committee recommends ()

- Article 24. Shall the Town vote to raise and appropriate the sum of **\$100** for Eldercare/Trans-Linc?
 Board of Selectmen recommends ()
 Budget Committee recommends ()
- Article 25. Shall the Town vote to raise and appropriate the sum of **\$2,000** for Jessie Albert Dental Clinic?
 Board of Selectmen recommends ()
 Budget Committee recommends ()
- Article 26. Shall the Town vote to raise and appropriate the sum of **\$1,350** for Coastal Transportation?
 Board of Selectmen recommends ()
 Budget Committee recommends ()
- Article 27. Shall the Town vote to raise and appropriate for **Shellfish Conservation** the sum of **\$9,807**?
 Board of Selectmen recommends ()
 Budget Committee recommends ()
- Article 28. Shall the Town vote to raise and appropriate for **Capital Improvements** the sum of **\$430,000**?
 Road and Sidewalk Repair \$ 150,000
 Roof Repairs \$ 15,000
 Pump Replacement \$ 7,000
 Transfer Station Truck \$ 120,000
 Public Works Sidewalk Machine \$ 65,000
 Commercial Pier Debt \$ 5,000
 Ice Rink Liner \$ 3,000
 Wastewater Treatment Plant Stairs \$ 15,000
 Wastewater Treatment Plant Generators \$ 50,000
 Total \$ 430,000
- Article 29. Shall the Town vote to raise and appropriate for the **Airport** the sum of **\$40,328**?
 Board of Selectmen recommends ()
 Budget Committee recommends ()
- Article 30. Shall the Town vote to raise and appropriate for the **Parks & Recreation Department** the sum of **\$771,607**?
 Board of Selectmen recommends (5-0)
 Budget Committee recommends ()
- Article 31. Shall the Town vote to raise and appropriate for the **Transfer Station** the sum of **\$510,371**?
 Board of Selectmen recommends ()
 Budget Committee recommends ()
- Article 32. Shall the Town vote to raise and appropriate for the **Senior Center** the sum of **\$55,187**?
 Board of Selectmen recommends ()
 Budget Committee recommends ()

Article 33. Shall the Town vote to raise and appropriate for **Waterfront & Harbors** the sum of **\$45,783**?

Board of Selectmen recommends ()
Budget Committee recommends ()

Article 34. Shall the Town appropriate the sum of **\$398,351** the entire amount to come from departmental revenues, impact fees and surplus, for the total **Wastewater Treatment Plant** operational budget?

Board of Selectmen recommends ()
Budget Committee recommends ()

Article 35. Shall the Town vote to raise and appropriate for **Emergency Medical Services** the sum of **\$278,844**?

Board of Selectmen recommends ()
Budget Committee recommends ()

Article 36. Shall the Town fix Friday, October 28, 2011 and Friday 27, April, 2012 as the dates when semi-annual tax payments are due and payable and instruct the Tax Collector to charge interest at the rate of **7% per annum** on all taxes unpaid after said dates?

Board of Selectmen recommends ()

Article 37. To see if the Town will vote to authorize the Tax Collector to enter into a standard agreement with taxpayers establishing a "tax club" payment plan for commercial and/or residential real estate property taxes, whereby:

1. The taxpayer agrees to pay specified monthly payments to the Town based on his/her estimated and actual tax obligation for current year real estate property taxes;
2. The Town agrees not to charge interest on timely payments made pursuant to the tax club agreement;
3. The Town authorizes the Tax Collector to accept tax club payments for current year taxes which may be due prior to the commitment of those taxes;
4. The agreement is automatically terminated if a scheduled payment is late, and the taxpayer then becomes subject to the same due date(s) and interest date(s) and rate as other taxpayers who are not participating in a tax club program; and
5. Taxpayers wishing to participate in a tax club for a particular property tax year shall enter an agreement with the town by a publicly-advertised deadline determined by the Tax Collector.

Board of Selectmen recommends ()

Article 38. Shall the Town vote to approve the following:

- A. To pay interest at 2.00% per annum on any amount overpaid on property taxes as noted in M.R.S.A. Title 36, Section 506-A, and to authorize such interest paid or abatements granted to be appropriated from overlay funds or, if necessary, from undesignated fund balance;
- B. To authorize the payment of tax abatements and applicable interest approved by the Selectmen/Board of Assessors from the property tax overlay;

- C. To authorize the Tax Collector to accept pre-payment of property taxes, with no interest to be paid on the same;
- D. To authorize the Selectmen, on behalf of the town, to sell and dispose of any real estate acquired by the town for non-payment of taxes thereon, on such terms, as they may deem advisable, and to execute quit claim deeds for such property. Property that, in the opinion of the Selectmen, best serves the interest of the Town by remaining Town-owned property need not be sold;
- E. To authorize the Selectmen to expend additional funds received from federal, state and other sources during the year for Town purposes provided such additional funds do not require the expenditure of local funds not previously appropriated;
- F. To authorize the Selectmen and Treasurer, on behalf of the town, to accept gifts, real estate and other funds including trust funds that may be given or left to the Town and to apply these funds to the accounts the Selectmen deem appropriate;
- G. To authorize the Selectmen to sell or dispose of various items, except real estate, that serve little or no purpose in the operation of the town, and to apply the proceeds from these sales to the accounts the Selectmen deem appropriate;
- H. To authorize the Selectmen to disburse money received from registration fees of snowmobiles for the purpose of maintaining snowmobile trails in Wiscasset;
- I. To authorize the Selectmen to apply for and accept State and Federal grants-including CDBG applications and grants from non-profit organizations, donations or revenues, on the Town's behalf for municipal purposes, including, when necessary, the authority to sign grant contracts, documents or other paperwork and to accept the conditions that accompany grant funds and to appropriate and expend grant funds and/or funds for authorized purposes as the Board of Selectmen deems to be in the best interest of the Town during the fiscal year 2012.

J. To authorize the Selectmen to carry forward any Unexpended Account Balance as they deem advisable and to authorize the Selectmen to set at a later date the amount of undesignated fund balance, if any, to be used to reduce property tax assessment.

Board of Selectmen recommends ()

Article 40. Shall the Town vote to accept monies received from the sale of cemetery lots to be used for perpetual care and maintenance of all cemeteries within the Town of Wiscasset?

Board of Selectmen recommends ()

Article 41. Shall the Town vote to authorize the municipal officers to make final determinations regarding the closing or opening of roads to winter maintenance pursuant to 23 M.R.S.A. Section 2953?

Board of Selectmen recommends ()

Article 42. Shall the Town vote to adopt the Wiscasset Senior Center Trust and appropriate \$1,000 to this Trust?
(Note: The terms of this Trust, which is for the purpose of accepting gifts to be used for the Wiscasset Senior Center, may be viewed at the office of the Wiscasset Town Clerk.)

- C. To authorize the Tax Collector to accept pre-payment of property taxes, with no interest to be paid on the same;
- D. To authorize the Selectmen, on behalf of the town, to sell and dispose of any real estate acquired by the town for non-payment of taxes thereon, on such terms, as they may deem advisable, and to execute quit claim deeds for such property. Property that, in the opinion of the Selectmen, best serves the interest of the Town by remaining Town-owned property need not be sold;
- E. To authorize the Selectmen to expend additional funds received from federal, state and other sources during the year for Town purposes provided such additional funds do not require the expenditure of local funds not previously appropriated;
- F. To authorize the Selectmen and Treasurer, on behalf of the town, to accept gifts, real estate and other funds including trust funds that may be given or left to the Town and to apply these funds to the accounts the Selectmen deem appropriate;
- G. To authorize the Selectmen to sell or dispose of various items, except real estate, that serve little or no purpose in the operation of the town, and to apply the proceeds from these sales to the accounts the Selectmen deem appropriate;
- H. To authorize the Selectmen to disburse money received from registration fees of snowmobiles for the purpose of maintaining snowmobile trails in Wiscasset;
- I. To authorize the Selectmen to apply for and accept State and Federal grants-including CDBG applications and grants from non-profit organizations, donations or revenues, on the Town's behalf for municipal purposes, including, when necessary, the authority to sign grant contracts, documents or other paperwork and to accept the conditions that accompany grant funds and to appropriate and expend grant funds and/or funds for authorized purposes as the Board of Selectmen deems to be in the best interest of the Town during the fiscal year 2012.

J. To authorize the Selectmen to carry forward any Unexpended Account Balance as they deem advisable and to authorize the Selectmen to set at a later date the amount of undesignated fund balance, if any, to be used to reduce property tax assessment.

Board of Selectmen recommends ()

Article 40. Shall the Town vote to accept monies received from the sale of cemetery lots to be used for perpetual care and maintenance of all cemeteries within the Town of Wiscasset?

Board of Selectmen recommends ()

Article 41. Shall the Town vote to authorize the municipal officers to make final determinations regarding the closing or opening of roads to winter maintenance pursuant to 23 M.R.S.A. Section 2953?

Board of Selectmen recommends ()

Article 42. Shall the Town vote to adopt the Wiscasset Senior Center Trust and appropriate \$1.00 to this Trust?
(Note: The terms of this Trust, which is for the purpose of accepting gifts to be used for the Wiscasset Senior Center, may be viewed at the office of the Wiscasset Town Clerk.)

Article 43. Shall the Town vote to adopt the Wiscasset Community Center Trust and appropriate \$1.00 to this Trust?
(Note: The terms of this Trust, which is for the purpose of accepting gifts to be used for the Wiscasset Community Center, may be viewed at the office of the Wiscasset Town Clerk.)

Article 44. Shall the Town vote to adopt the Wiscasset Parks and Recreation Trust and appropriate \$1.00 to this Trust?
(Note: The terms of this Trust, which is for the purpose of accepting gifts to be used for the Wiscasset Parks and Recreation Department, excepting the Wiscasset Community Center, may be viewed at the office of the Wiscasset Town Clerk.)

Article 45. Shall the Town vote to authorize the Board of Selectmen to transfer \$355,736 from the Reserve Fund to be used for Capital Improvements and reducing the Fiscal Year 2011-2012 Tax Commitment?

Article 46. To see if the Town will vote to approve a capital improvement project consisting of replacement of the commercial fish pier for a sum not to exceed \$350,000; to fund the capital improvement project; to authorize Treasurer and the Chairperson of the Board of Selectmen to issue general obligation securities of the Town of Wiscasset (including temporary notes in anticipation of the sale thereof) in an aggregate principal amount not to exceed \$350,000; and to delegate to the Treasurer and the Chairperson of the Board of Selectmen the discretion to fix the date(s), maturity(ies), interest rate(s), denomination(s), place(s) of payment, form and other detail of said securities, including execution and delivery of said security(ies) and to provide for the sale thereof.

TOWN OF WISCASSET FINANCIAL STATEMENT

1. Total Town Indebtedness as of

A. Bonds outstanding	\$ 878,280
B. Bonds authorized and unissued	\$
C. Bonds to be issued if this vote is approved	\$ 350,000
Total	\$1,228,280

2. Costs

At an estimated interest rate of 3.5 percent, the estimated costs of This bond will be:

5 years	
Principal:	\$ 350,000
Interest	\$ <u>35,839</u>
Total Debt Service	\$ 385,839

3. Validity

The validity of the bond or the voters' ratification of the bond may not Be affected by any errors in the above estimate. If the actual amount Of the total debt service for the bond issue varies from the estimate, The ratification by the electors is nevertheless conclusive and the Validity of the bond issue is not affected by reason of the variance.

Treasurer, Town of Wiscasset

ORDINANCES

Article 47.

Shall the Town vote to amend Article I - TOWN OFFICIALS by deleting the following ~~struck through~~ language and by adding the language in **bold** font:

- 1.1 The provisions of 30-A MRSA Section 2528, as heretofore accepted by the Town shall govern the election of Town officers, and the following officers shall be elected by secret ballot: five people to be Selectmen, Assessors and Overseers of the Poor, who shall serve terms of two years, with two Selectmen to be elected in odd years and three in even years; a member of the Superintending School Committee who shall serve for three years, and the members of the Budget Committee who shall be elected for three years, ~~and elect a Read Commissioner by secret ballot to a one-year term.~~ [3-46, 3-48, 1-52, 2-53, 3-76, 3-81, 11-02, 06-04, 01-05, 6-05]
- 1.3 Effective as of the 2003 Annual Town Meeting until the Town votes otherwise, The Town Manager shall annually appoint the following: Town Clerk, Town Treasurer, Tax Collector, **Road Commissioner** and **Excise Tax Collector.** [11-02, 06-04, 01-05, 6-05]

And you are directed to serve this warrant by posting a copy thereof, attested by you, in a public and conspicuous place in said town, seven days, at least, before the time of holding said meeting.

Hereof, fail not, and due return make of this warrant to the Selectmen or Town Clerk, with your doings thereon, on or before the time of holding said meeting.

Given under our hands this ___ day of _____ 2011.

David Nichols, Chairman

Pamela Dunning, Selectman

Judith Colby, Selectman

Edward Polewarczyk, Selectman

Robert Blagden, Selectman

Attest: _____
Time of Posting: _____

Posted: U. S. Post Office
Ames True Value
Wiscasset Community Center
Wiscasset Town Office
Wiscasset Library

SOLID WASTE ORDINANCE AMENDMENTS
Article V, Sections 1.5 & 5.2
(31 March 2011 Draft 1)

Note: Proposed language is in **bold font**. Deleted language is ~~strikethrough~~.

1. GENERAL PROVISIONS

1.5 The separation and recycling of materials saves in disposal costs, conserves materials, energy, and natural resources, and has a long term desirable effect on the environment. In order to increase participation in recycling, and thereby make solid waste handling, processing, and disposal more effective and less costly, this article makes source separation mandatory. [6-11]

5. PENALTIES AND REPEAL

5.1 The penalty for non-separation of recyclables from unrecyclable goods shall be \$10.00 per bag. The fine shall be charged to and payable by the person or business which brings the unrecycled waste to the facility to be disposed of. In addition, such person shall reimburse the Town for all expenses incurred by the Town as a result of the violation. [6-11]

5.2 Whoever violates any ~~other of the~~ provisions of this Ordinance shall be punished by a fine of not less than \$50 and not more than \$200 plus costs of prosecution, which fine shall be recovered on complaint to the use of the Town of Wiscasset, or by imprisonment for not more than three months. In addition, such person shall reimburse the Town for all expenses incurred by the Town as a result of the violation.

(Renumber Section 5)

GLOSSARY AMENDMENT
(31 March 2011 Draft 1)

RECYCLING: Separating, collecting and/or reprocessing of manufactured materials or residues for reuse either in the same form or as part of a different product. [6-11]

WISCASSET COMMUNITY CENTER TRUST

This Trust is owned and controlled by the Town of Wiscasset. Its purpose is to provide an entity that can accept gifts of money and other assets to be used exclusively for expenses associated with Wiscasset's Community Center.

1. The Trustees of this Trust shall be the Wiscasset Selectmen in office at such time that the Trust undertakes any action.

2. A donor may make a gift of money to this Trust for any of the following purposes:

A. Any and all expenses associated with the Wiscasset Community Center;

B. The maintenance, repair and improvement of the Wiscasset Community Center's facilities including, but not limited to, the Community Center building, the building's fixtures, the surrounding yard and the parking lot;

C. The acquisition, repair and replacement of furnishing and equipment, including sports equipment, used at the Wiscasset Community Center; or

D. A particular expense associated with the Wiscasset Community Center which may be, but need not be, a particular expense falling within categories B or C, above (for example, only for the purchase of particular sports equipment).

3. A donor may make a gift of money at any time for the purposes set out in subparagraphs A – C in Paragraph 2 without the need for any action by the Trustees. However, the Trustees must accept or reject any gift of money for a particular purpose (subparagraph D, above), which acceptance or rejection shall be made within 21 days of the date a donor offers such a gift. Failure of the Trustees to accept a gift within this 21-day period shall be deemed a rejection of the gift.

4. A donor may make a gift of something other than money, such as securities or equipment, and designate the gift for any of the purposes set out in subparagraphs A – D, above. However, the Trustees must accept or reject a gift of anything other than money, which acceptance or rejection shall be made within 21 days of the date a donor offers such a gift. Failure of the Trustees to accept a gift within this 21-day period shall be deemed a rejection of the gift.

5. The Trustees shall notify the Wiscasset Community Center Director of gifts to this Trust within a reasonable time after the gifts are received. The Trustees shall, after consultation with the Wiscasset Community Center Director, expend the gifts from time to time as they shall determine, but only for the purpose for which the gift was given; provided that if for any reason a gift cannot reasonably be used for the purpose for which it was given then the Trustees may use the gift for any expense associated with the Wiscasset Community Center (subparagraph A, above). The Trustees may sell from time

to time, as they shall decide, property given to this Trust so that the proceeds may be expended for the purpose for which the gift was given.

6. If the Wiscasset Community Center should cease to exist then the Trustees shall continue to hold the gifts and use them as provided herein for the Wiscasset Community Center's successor. If there is no successor, then the Trustees shall transmit the gifts to a Community Center type organization in Lincoln County, Maine to be used only as set out herein.

7. The Trustees may amend this Trust from time to time, provided that no amendment may change the use for which a gift has already been given (subject to the one exception set out in Paragraph 5, above).

8. The Wiscasset Board of Selectmen, as Trustees, are hereby authorized to accept, from time to time, gifts to the Trust as provided for herein, and are authorized to expend, from time to time, the gifts as provided for herein. This authority shall exist until revoked by Wiscasset's legislative body.

9. The Town hereby appropriates \$1.00 to this Trust to be used pursuant to Paragraph 2, subparagraph A, above.

WISCASSET PARKS AND RECREATION TRUST

This Trust is owned and controlled by the Town of Wiscasset. Its purpose is to provide an entity that can accept gifts of money and other assets to be used exclusively for expenses associated with Wiscasset's Parks and Recreation Department with the exception of the Wiscasset Community Center which has its own Trust. As used herein, "Wiscasset Parks and Recreation Department" shall mean all those portions and aspects of this Department excluding the Wiscasset Community Center.

1. The Trustees of this Trust shall be the Wiscasset Selectmen in office at such time that the Trust undertakes any action.
2. A donor may make a gift of money to this Trust for any of the following purposes:
 - A. Any and all expenses associated with the Wiscasset Parks and Recreation Department;
 - B. The maintenance of the Wiscasset Parks and Recreation Department's facilities including, but not limited to, playgrounds and ballfields;
 - C. The acquisition, repair and replacement of items used by the Wiscasset Parks and Recreation Department such as, but not limited to, playground equipment and sports equipment; or
 - D. A particular expense associated with the Wiscasset Parks and Recreation Department which may be, but need not be, a particular expense falling within categories B or C, above (for example, only for the purchase of specific playground equipment).
3. A donor may make a gift of money at any time for the purposes set out in subparagraphs A – C in Paragraph 2 without the need for any action by the Trustees. However, the Trustees must accept or reject any gift of money for a particular purpose (subparagraph D, above), which acceptance or rejection shall be made within 21 days of the date a donor offers such a gift. Failure of the Trustees to accept a gift within this 21-day period shall be deemed a rejection of the gift.
4. A donor may make a gift of something other than money, such as securities or equipment, and designate the gift for any of the purposes set out in subparagraphs A – D, above. However, the Trustees must accept or reject a gift of anything other than money, which acceptance or rejection shall be made within 21 days of the date a donor offers such a gift. Failure of the Trustees to accept a gift within this 21-day period shall be deemed a rejection of the gift.
5. The Trustees shall notify the Wiscasset Parks and Recreation Director of gifts to this Trust within a reasonable time after the gifts are received. The Trustees shall, after consultation with the Wiscasset Parks and Recreation Director, expend the gifts from

time to time as they shall determine, but only for the purpose for which the gift was given; provided that if for any reason a gift cannot reasonably be used for the purpose for which it was given then the Trustees may use the gift for any expense associated with the Wiscasset Parks and Recreation Department (subparagraph A, above). The Trustees may sell from time to time, as they shall decide, property given to this Trust so that the proceeds may be expended for the purpose for which the gift was given

6. If the Wiscasset Parks and Recreation Department should cease to exist then the Trustees shall continue to hold the gifts and use them as provided herein for the Wiscasset Parks and Recreation successor. If there is no successor, then the Trustees shall transmit the gifts to a Parks and Recreation type organization in Lincoln County, Maine to be used only as set out herein.

7. The Trustees may amend this Trust from time to time, provided that no amendment may change the use for which a gift has already been given (subject to the one exception set out in Paragraph 5, above).

8. The Wiscasset Board of Selectmen, as Trustees, are hereby authorized to accept, from time to time, gifts to the Trust as provided for herein, and are authorized to expend, from time to time, the gifts as provided for herein. This authority shall exist until revoked by Wiscasset's legislative body.

9. The Town hereby appropriates \$1.00 to this Trust to be used pursuant to Paragraph 2, subparagraph A, above.

WISCASSET SENIOR CENTER TRUST

This Trust is owned and controlled by the Town of Wiscasset. Its purpose is to provide an entity that can accept gifts of money and other assets to be used exclusively for expenses associated with Wiscasset's Senior Center.

1. The Trustees of this Trust shall be the Wiscasset Selectmen in office at such time that the Trust undertakes any action.
2. A donor may make a gift of money to this Trust for any of the following purposes:
 - A. Any and all expenses associated with the Wiscasset Senior Center;
 - B. The acquisition, repair and replacement of kitchen related items used by the Wiscasset Senior Center such as, but not limited to, cooking and serving appliances and implements, dishes and utensils;
 - C. The acquisition, repair and replacement of furnishing used by the Wiscasset Senior Center such as, but not limited to, tables, chairs, televisions and decorations;
 - D. Program scholarships, which are payments on behalf of a Wiscasset Senior Center member so that member may attend a function, or payments to support a function for the benefit of all Wiscasset Senior Center members;
 - E. General scholarships, which are membership payments so that a person may be a member of the Wiscasset Senior Center; or
 - F. A particular expense associated with the Wiscasset Senior Center which may be, but need not be, a particular expense falling within categories B – E, above (for example, only for the purchase of a new television set).
3. A donor may make a gift of money at any time for the purposes set out in subparagraphs A – E in Paragraph 2 without the need for any action by the Trustees. However, the Trustees must accept or reject any gift of money for a particular purpose (subparagraph F, above), which acceptance or rejection shall be made within 21 days of the date a donor offers such a gift. Failure of the Trustees to accept a gift within this 21-day period shall be deemed a rejection of the gift.
4. A donor may make a gift of something other than money, such as securities or equipment, and designate the gift for any of the purposes set out in subparagraphs A – F, above. However, the Trustees must accept or reject a gift of anything other than money, which acceptance or rejection shall be made within 21 days of the date a donor offers such a gift. Failure of the Trustees to accept a gift within this 21-day period shall be deemed a rejection of the gift.

5. The Trustees shall notify the Wiscasset Senior Center Directors of gifts to this Trust within a reasonable time after the gifts are received. The Trustees shall, after consultation with the Wiscasset Senior Center Directors, expend the gifts from time to time as they shall determine, but only for the purpose for which the gift was given; provided that if for any reason a gift cannot reasonably be used for the purpose for which it was given then the Trustees may use the gift for any expense associated with the Wiscasset Senior Center (subparagraph A, above). The Trustees may sell from time to time, as they shall decide, property given to this Trust so that the proceeds may be expended for the purpose for which the gift was given

6. If the Wiscasset Senior Center should cease to exist then the Trustees shall continue to hold the gifts and use them as provided herein for the Wiscasset Senior Center's successor. If there is no successor, then the Trustees shall transmit the gifts to a Senior Center type organization in Lincoln County, Maine to be used only as set out herein.

7. The Trustees may amend this Trust from time to time, provided that no amendment may change the use for which a gift has already been given (subject to the one exception set out in Paragraph 5, above).

8. The Wiscasset Board of Selectmen, as Trustees, are hereby authorized to accept, from time to time, gifts to the Trust as provided for herein, and are authorized to expend, from time to time, the gifts as provided for herein. This authority shall exist until revoked by Wiscasset's legislative body.

9. The Town hereby appropriates \$1.00 to this Trust to be used pursuant to Paragraph 2, subparagraph A, above.

1 207 882 8200
X 109

TOWN of WISCASSET
Rick Lang
Code Enforcement Office
51 Bath Road
Wiscasset, Maine 04578

codes@wiscasset.org

March 28, 2011

Douglas White
P.O. Box 192
Wiscasset, Me. 04578

Dear Doug,

This is a follow up letter on our discussion this morning on your purposed Special Amusement Permit Applications that you having pending. While the Selectmen required that you bring final plans to them 90 days prior to the event, the entire process will take somewhat longer. Each department must review your plans and make their recommendations. To be put on the Selectmen's agenda it will need to be ready on the Thursday before their meeting. You should consider having any completed plans to this office at least 2 weeks prior to any Selectmen's meeting to allow ample time for each department to review your plans. As an example, for an event to be held between August 2, and August 16, 2011 you would need to have you completed plan submitted by April 18, 2011. The Selectmen only meet every 2 weeks, so it very important that when an application goes before them that it is complete. I am here to assist you as needed. If you have questions or concerns, I may be reached at 882-8200 X 109 or on my cell at 242-8949.

Sincerely,

Rick Lang
Code Enforcement Officer

RECEIVED
3-18-11

3-16-11

National Volunteer Week

In our April 14 issue, local groups and organizations will be publicly expressing their thanks to the volunteers who contribute so much to their success. Participating organizations will be contributing \$60 and up as their share of a full-page thank you, with each organization having a portion of the space to share their own important message, to list names if that is their choice, and to run a photograph if they wish.

Those who participated last year included:

The school system	Boothbay Region YMCA
Opera House at Boothbay Harbor	Boothbay Region Land Trust
American Red Cross	Boothbay Harbor Rotary Club
Rebuilding Together	Town of Boothbay Harbor
Boothbay Harbor Memorial Library	Lincoln County Healthcare
Lincoln County Animal Shelter	Meals On Wheels
Coastal Maine Botanical Gardens	Town of Woolwich
Boothbay Civic Association	Boothbay Region Community Television
The Morris Farm	F.I.S.H.
Boothbay Railway Village	Southport Central School
Boothbay Region High School Work Study Program	

If your group or organization would like to participate, as a means of thanking your volunteers, please let us know, since we will be coordinating the effort. The deadline for participation is Friday, April 15. Call either Kathy Frizzell or Sarah Morley at 633-4620 if you're interested, or want to know more about it.

If the officers or persons in your organization who are responsible for advertising or accounts payable have changed in the last year, please call Pat Schmid at 633-4620 or forward this letter to them. Thank you.

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