



Office of Planning & Codes

3

PUBLIC HEARING NOTICE

Liquor License Renewal

Wiscasset Board of Selectmen

November 1, 2011 @ 7:00 p.m. in Municipal Building Hearing Room

1. **APPLICANT:** Thaweasuk and Wiparvon Soikum
BUSINESS NAME: M Thai Restaurant
LOCATION: 65 Gardiner Road, Wiscasset Me 04578

Posted on: _____

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

LIQUOR LICENSE-RENEWAL

Liquor licenses held by the same owner at the same location for five (5) or more years and have had no complaints within that time may be approved or denied by the Wiscasset Town Clerk, after advice and consent from the Wiscasset Code Enforcement Officer and the Wiscasset Police Department.

Business Requesting Renewal: M. THAI RESTAURANT

Code Enforcement Officer:

Comments: No Problems

Signed: [Signature] Dated: 10-24-2011

Wiscasset Police:

Comments: NO CALLS FOR SERVICE NOR ANY ISSUES WITH THIS BUSINESS.

Signed: Tracy Clino, Chief Dated: 10-29-2011

Public Hearing Required: Yes: No: ad paid 29.40 (check #1355)

If public hearing required:

Date of public hearing: Nov 1 Date public hearing posted: 10/21/11

Date of newspaper ad for public hearing: Oct 27

License Approved: _____ Dated: _____

NOTICE

To avoid any delay in the processing of your application and issuance of your liquor license, please make sure that:

1. You have completed the application in full.
2. Application is signed by the owner (s), Corporate Officer or Club Officer.
3. The municipal officers have signed the application.
4. The license fee is correct and you have included the \$10.00 filing fee.
5. A diagram of the premises to be licensed accompanies the application.
6. If business is located in an unorganized township. The application must be approved by the County Commissioners and the \$10.00 filing fee paid to them.

SPECIAL NOTE

Limited Liability Companies, Limited Partnerships and Corporations must complete and submit the Supplementary Corporate Questionnaire.

Stock ownership in non-publicly traded companies must add up to 100%

Private Clubs and Fraternal Organizations must complete and submit the Supplementary Questionnaire for club applicants.

**Department of Public Safety
Division**



Liquor Licensing & Inspection

Promise by any person that he or she can expedite a liquor license through influence should be completely disregarded. To avoid possible financial loss an applicant, or prospective applicant, should consult with the Division before making any substantial investment in an establishment that now is, or may be, attended by a liquor license.

<u>BUREAU USE ONLY</u>	
License No. Assigned:	
Class:	
Deposit Date:	
Amt. Deposited:	

PRESENT LICENSE EXPIRES 11-19-11

INDICATE TYPE OF PRIVILEGE: MALT SPIRITUOUS VINOUS

INDICATE TYPE OF LICENSE:

- | | |
|--|---|
| <input checked="" type="checkbox"/> RESTAURANT (Class I,II,III,IV) | <input type="checkbox"/> RESTAURANT/LOUNGE (Class XI) |
| <input type="checkbox"/> HOTEL-OPTIONAL FOOD (Class I-A) | <input type="checkbox"/> HOTEL (Class I,II,III,IV) |
| <input type="checkbox"/> CLASS A LOUNGE (Class X) | <input type="checkbox"/> CLUB-ON PREMISE CATERING (Class I) |
| <input type="checkbox"/> CLUB (Class V) | <input type="checkbox"/> GOLF CLUB (Class I,II,III,IV) |
| <input type="checkbox"/> TAVERN (Class IV) | <input type="checkbox"/> OTHER: _____ |

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

1. APPLICANT(S) —(Sole Proprietor, Corporation, Limited Liability Co., etc.) THAWEESUK SOIKUM DOB: 12-21-1956	2. Business Name (D/B/A) M Thai Restaurant
DOB:	
DOB:	Location (Street Address) 65 Gardiner Rd.
Address 105 Water St.	City/Town Wiscasset State Me Zip Code 04578
skowhegan Me 04976.	Mailing Address Same
City/Town State Zip Code	City/Town State Zip Code
Telephone Number 207-474-5064 Fax Number Same.	Business Telephone Number 207-882-4179 Fax Number Same
Federal I.D. # 273449969	Seller Certificate # 1108255

3. If premises are a hotel, indicate number of rooms available for transient guests: NO
4. State amount of gross income from period of last license: ROOMS \$ — FOOD \$ 118813.48 LIQUOR \$ 26967.09
5. Is applicant a corporation, limited liability company or limited partnership? YES NO

If YES, complete Supplementary Questionnaire

6. Do you permit dancing or entertainment on the licensed premises? YES NO
7. If manager is to be employed, give name: WIPARVON SOIKUM
8. If business is NEW or under new ownership, indicate starting date: NO
- Requested inspection date: _____ Business hours: _____
9. Business records are located at: 65 Gardiner Rd. Wiscasset Me 04578
10. Is/are applicants(s) citizens of the United States? YES NO

11. Is/are applicant(s) residents of the State of Maine? YES NO

12. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married: Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
THAWEE-SUK SOIKUM (owner)	12-21-1956	Thailand
WIPARVON SOIKUM (manager)	04-15-1963	Thailand

Residence address on all of the above for previous 5 years (Limit answer to city & state)

346 Main St. Vassalboro Me 04989 1 year

25 South St Augusta Me 04330 3 years

105 Water St Skowhegan Me 04976 1 year

13. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States? YES NO

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

14. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued? Yes No If Yes, give name: _____

15. Has/have applicant(s) formerly held a Maine liquor license? YES NO

16. Does/do applicant(s) own the premises? Yes No If No give name and address of owner: Patrick Kearney, New Port Me.

17. Describe in detail the premises to be licensed: (Supplemental Diagram Required) FLOOR level, stand alone build

18. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services? YES NO Applied for: _____

19. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? 1/2 mile Which of the above is nearest? School

20. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES NO

If YES, give details: _____

The Division of Liquor Licensing & Inspection is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.

NOTE: "I understand that false statements made on this form are punishable by law. Knowingly supplying false information on this form is a Class D offense under the Criminal Code, punishable by confinement of up to one year or by monetary fine of up to \$2,000 or both."

Dated at: Wiscasset, ME on 10/21, 20 11

Town/City, State

Date

Please sign in blue ink

Signature of Applicant or Corporate Officer(s)

Signature of Applicant or Corporate Officer(s)

Print Name

Print Name

NOTICE – SPECIAL ATTENTION

All applications for NEW or RENEWAL liquor licenses must contact their Municipal Officials or the County Commissioners in unincorporated places for approval of their application for liquor licenses prior to submitting them to the bureau.

THIS APPROVAL EXPIRES IN 60 DAYS.

FEE SCHEDULE

Class I	Spirituos, Vinous and Malt	\$ 900.00
	CLASS I: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers; OTB.	
Class I-A	Spirituos, Vinous and Malt, Optional Food (Hotels Only)	\$1,100.00
	CLASS I-A: Hotels only that do not serve three meals a day.	
Class II	Spirituos Only	\$ 550.00
	CLASS II: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; and Vessels.	
Class III	Vinous Only	\$ 220.00
	CLASS III: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	
Class IV	Malt Liquor Only	\$ 220.00
	CLASS IV: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.	
Class V	Spirituos, Vinous and Malt (Clubs without Catering, Bed & Breakfasts)	\$ 495.00
	CLASS V: Clubs without catering privileges.	
Class X	Spirituos, Vinous and Malt – Class A Lounge	\$2,200.00
	CLASS X: Class A Lounge	
Class XI	Spirituos, Vinous and Malt – Restaurant Lounge	\$1,500.00
	CLASS XI: Restaurant/Lounge; and OTB.	

FILING FEE\$ 10.00

UNORGANIZED TERRITORIES \$10.00 filing fee shall be paid directly to County Treasurer. All applicants in unorganized territories shall submit along with their application evidence of payment to the County Treasurer.

All fees must accompany application, made payable to: **TREASURER, STATE OF MAINE. – DEPARTMENT OF PUBLIC SAFETY, LIQUOR LICENSING AND INSPECTION DIVISION, 164 STATE HOUSE STATION, AUGUSTA ME 04333-0164.** Payments by check subject to penalty provided by Sec. 3, Title 28A, MRS.

STATE OF MAINE

Dated at: _____, Maine _____ SS
City/Town (County)

On: _____
Date

The undersigned being: _____ Municipal Officers _____ County Commissioners of the
_____ City _____ Town _____ Plantation _____ Unincorporated Place of: _____, Maine

Hereby certify that we have given public notice on this application and held public hearing thereon as required by Section 653 Title 28A, Maine Revised Statutes and hereby approve said application.

THIS APPROVAL EXPIRES IN 60 DAYS

NOTICE – SPECIAL ATTENTION

§ 653. Hearings; bureau review; appeal

1. **Hearing.** The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, shall hold a public hearing for the consideration of applications for new on-premise licenses and applications for transfer of location of existing on-premise licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.
 - A. The bureau shall prepare and supply application forms. [1993, c.730, §27(amd).]
 - B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located. [1995, c.140, §4 (amd).]
 - C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premise license, for transfer of the location of an existing on-premise license or for renewal of an on-premise license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is, the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premise license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premise license that has been extended pending renewal with 120 days of the filing of the application. [1999, c.589, §1 (amd).]
 2. **Findings.** In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:
 - A. Conviction of the applicant of any Class A, Class B or Class c crime: [1987, c.45, Pt.A§4 (new).]
 - B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control; [1987, c.45, Pt.A§4(new).]
 - C. Conditions of record such as waste disposal violations, health or safety violation or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner; [1993, c.730, §27 (amd).]
 - D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises; [1989, c.592, §3 (amd).]
 - E. A violation of any provision of this Title; and [1989, c.592, §3 (amd).]
 - F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601. [1989, c.592, §4 (new).]
- [1993, c.730, §27 (amd).]
3. **Appeal to bureau.** Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all licensure requirements and findings referred to in subsection 2.
 - A. [1993, c.730, §27 (rp).]
 4. **No license to person who moved to obtain a license. (REPEALED)**
 5. **(TEXT EFFECTIVE 3/15/01) Appeal to District Court.** Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt. Upon resolution of the appeal, if an applicant's license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee.

STATE OF MAINE
Liquor Licensing & Inspection Unit
 164 State House Station
 Augusta, Maine 04333-0164
 Tel: (207) 624-7220 Fax: (207) 287-3424

SUPPLEMENTARY QUESTIONNAIRE FOR CORPORATE APPLICANTS, LIMITED LIABILITY COMPANIES AND LIMITED PARTNERSHIPS

1. Exact Corporate Name: Meeplang Inc.
 Business D/B/A Name: M Thai Restaurant
2. Date of Incorporation: September 24, 2010
3. State in which you are incorporated: Maine
4. If not a Maine Corporation, date corporation was authorized to transact business within the State of Maine:

5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list percent of stock owned:

Name	Address Previous 5 Years	Birth Date	% of Stock	Title
THAWESUK SOIKUM	105 Water St Skowhegan Me	12-21-56	100	president
	25 Water South St. Augusta Me			
	346 Main St. Vassalboro Me			

6. What is the amount of authorized stock? 100 % Outstanding Stock? 100 %
7. Is any principal officer of the corporation a law enforcement official? () YES (✓) NO
8. Has applicant(s) or manager ever been convicted of any violation of the law, other than a minor traffic violation(s), of the United States? () YES (✓) NO.
9. If yes, please complete the following: Name: _____
 Date of Conviction: _____ Offense: _____
 Location: _____ Disposition: _____
 Dated at: _____ City/Town _____ On: _____ Date _____

Signature of Duly Authorized Officer _____ Date: _____

 Print Name of Duly Authorized Officer

STATE OF MAINE
Liquor Licensing & Inspection Unit
164 State House Station
Augusta, Maine 04333-0164
Tel: (207) 624-7220 Fax: (207) 287-3424

SUPPLEMENTARY QUESTIONNAIRE FOR CLUB APPLICANTS

1. Exact Club Name: _____

2. Title, name, birth date and telephone number of each principal officer of the club:

Title	Name	Birth Date	Telephone #

3. Date Club was incorporated: _____

4. Purpose of Club: () Social () Recreational () Patriotic () Fraternal

5. Date regular meetings are held: _____

6. Date of election of Club Officers: _____

7. Date elected officers are installed: _____

8. Total Membership: _____ Annual Dues: _____ Payable When: _____

9. Does the Club cater to the public or to groups of non-members on the premises? () YES () NO

10. Excluding salaries, will any person other than the Club, receive any of the financial profits from the sale of liquor?

() YES () NO

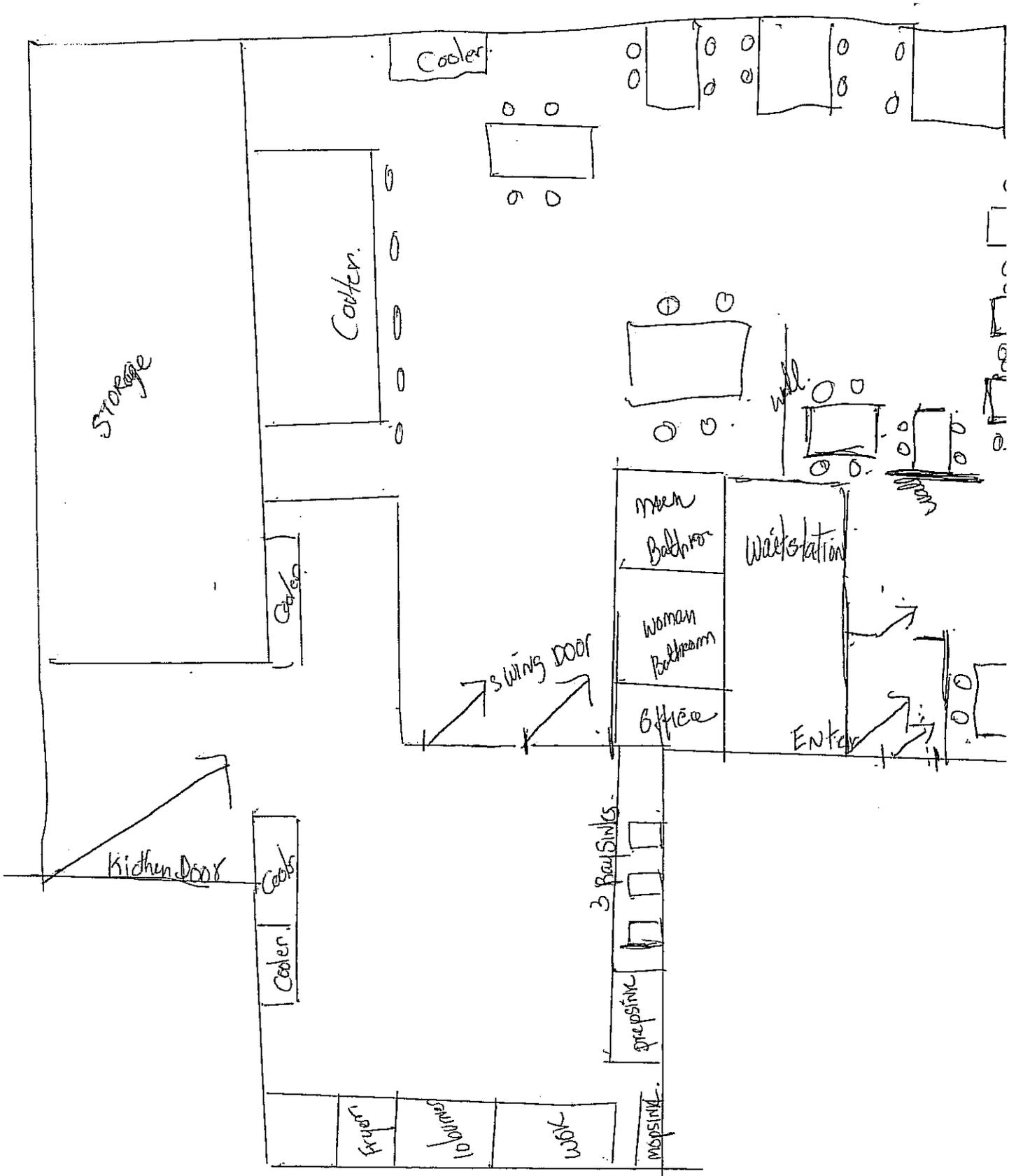
11. If a manager or steward is employed, complete the following:

Name: _____ Date of Birth: _____

Signature and Title of Club Officer

Print Name and Title of Club Officer

PREMISE DIAGRAM



Augusta



Office of Planning & Codes

PUBLIC HEARING NOTICE

Liquor License Renewal

Wiscasset Board of Selectmen

November 1, 2011 @ 7:00 p.m. in Municipal Building Hearing Room

1. **APPLICANT:** Thaweasuk and Wiparvon Soikum
BUSINESS NAME: M Thai Restaurant
LOCATION: 65 Gardiner Road, Wiscasset Me 04578

Posted on: _____

At: U.S. Post Office

Ames True Value

Wiscasset Community Center

Wiscasset Town Office

Wiscasset Library

STATE OF MAINE
NOTICE OF RETURN

COUNTY OF LINCOLN,ss.

I certify that I have notified the voters of Wiscasset of the time and place for the NOVEMBER 1, 2011 PUBLIC HEARING TO CONSIDER A LIQUOR LICENSE RENEWAL APPLICATION FOR M. THAI RESTAURANT by posting an attested copy of the public hearing notice.

U.S. POST OFFICE
WISCASSET TOWN OFFICE
AMES TRUE VALUE
WISCASSET COMMUNITY CENTER
WISCASSET LIBRARY

Conspicuous, public places within Wiscasset, on October , 2011, which is at least 7 days prior to the Public Hearing.

Dated at Wiscasset, this 24 + 25th day of October, 2011.

Signed:

Charles DiPerrì
Charles DiPerrì

A TRUE ATTEST COPY

Christine Walker
Town Clerk

RECOMMENDED
AIRPORTS MAE - EAJ
AIRPORTS BOARD -
YES 4-0
10/21/11

Town of Wiscasset
Board/Committee Membership Form

T.A.

Full Name: Kevin Sprague
Mailing Address/Street Address: 495 OLD Bath rd Wiscasset
Home Telephone: 882-8371 Work Telephone: 933-2804 E-mail: Spraguek34@yahoo
Occupation: Electrial engineer @ Gerrity Industries

I wish to be considered for appointment to the:

Airport Committee
Name of Board/Committee

Full member: X Alternate member: _____

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

If yes, please state which Board or Committee with term-expiration. _____

List civic organizations to which you belong now: _____

Prior experience, knowledge, or abilities that you have which would contribute to the activities of the Board or Committee: Industrial electrician, overseeing projects
Electrial and Construction

Date: 9/27/11

Signature: [Handwritten Signature]

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

Please return to the Selectmen's Office, 51 Bath Road, Wiscasset, ME 04578-4108

For Office Use:

Date received: _____

Date appointed: _____

Term of appointment: _____

7B.

Town of Wiscasset
Board/Committee Membership Form

Full Name: Edward P. Kavanaugh
Mailing Address/Street Address: 63 Federal St. Wiscasset Me 04578
Home Telephone: 887-4393 Work Telephone: E-mail: EKAV 1 @ Road Runner . COM
Occupation: Teacher - Coach (Retired)

I wish to be considered for appointment to the:

Temporary Vacancy Water District Commission
Name of Board/Committee

Full member:

Alternate member:

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

If yes, please state which Board or Committee with term-expiration.

List civic organizations to which you belong now: LCHA Board Member
Museum in the Street Committee

Prior experience, knowledge, or abilities that you have which would contribute to the activities of the Board or Committee: I have developed an interest in the functioning of the water district and its ability to provide clean water for all. I am a good listener, hard worker and am capable of making fair decisions.

Date: Oct 21, 2011

Signature: Edward P. Kavanaugh

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

Please return to the Selectmen's Office, 51 Bath Road, Wiscasset, ME 04578-4108

For Office Use:

Date received:

Date appointed:

Term of appointment:

7 c.

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, may be interviewed by a two member sub-committee of the Board of Selectmen 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

9.

Lincoln, ss.

Court of County Commissioners

In The Matter Of:

DOROTHY M. HOLBROOK vs TOWN OF WISCASSET

Applicant(s) agree to extend the time for hearing to December 6, 2011 @ 11:00 AM.

Date: _____

Applicant(s) agree to extend the time in which the County Commissioners have to render a written decision in the above named matter to 60 days after the date of hearing.

Date: _____

X The Town of _____ has no objection to the extension of time for hearing or written decision as stated above.

X Date: _____ X _____



STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION

10. A.

PAUL R. LEPAGE
GOVERNOR

PATRICIA W. AHO
COMMISSIONER

October 4, 2011

Gregory Griffin, Road Commissioner
Town of Wiscasset
P.O. Box 328
Wiscasset, Maine 04578-0328

RE: Inspection of closed Wiscasset landfill areas

Dear Mr. Griffin:

I recently completed a standard, periodic inspection of the closed landfill. The landfill Phases I+II were closed in 1984 and 1994, respectively. This was for the most part a routine inspection that we complete every three to five years at all closed facilities in Maine.

Based upon the inspection and a review of the file, I have the following observations and comments pertaining to the Town landfill:

1. The Town is doing a good job in keeping ATV's off the landfill areas. This is a long-term issue that many municipalities face. We would suggest posting signs and consideration of an Ordinance to help persuade against unauthorized use of the area into the future;
2. The vegetation on both landfill areas appears to be well-maintained on an annual basis as is required by Regulations;
3. The Town has satisfactorily resolved the former problem of eroding storage materials from the area north of the landfill locations;
4. There continue to be indications of orange colored seepage from the rock head wall located west of the transfer station and also at the east and south toe drainage areas of the landfill. Previous testing of this seepage was completed by the Town, and additional sampling continues as part of the ongoing landfill monitoring program. No high risks to public health or the environment have been indicated to date by the seepage, but monitoring continues and tends will be closely observed over time to determine whether any remediation steps are necessary;

AUGUSTA
17 STATE HOUSE STATION
AUGUSTA, MAINE 04333-3037
(207) 287-7688 FAX: (207) 287-7826
RAY BLDG., HOSPITAL ST.

BANGOR
106 HOGAN ROAD, SUITE 6
BANGOR, MAINE 04401
(207) 941-4570 FAX: (207) 941-4584

PORTLAND
312 CANCO ROAD
PORTLAND, MAINE 04103
(207) 822-6300 FAX: (207) 822-6303

PRESQUE ISLE
1235 CENTRAL DRIVE, SKYWAY PARK
PRESQUE ISLE, MAINE 04769-2094
(207) 764-0477 FAX: (207) 760-3143

observed over time to determine whether any remediation steps are necessary;

5. According to our files, it does not appear that the Deed Affidavit requirement has been met for this location. This documentation assures that records as well as the property Deed reflect usage of the parcel for prior waste disposal, as this is of particular concern should a portion of the property ever be sold for development at a future date. I have attached a copy of the basic requirement as well as examples of Deed Affidavits completed for other facilities. I would first check the property Deed to determine whether this in fact was ever done, before proceeding further with the task. If not, please complete this requirement and provide DEP with a copy of the Affidavit as prepared and filed with the Registry of Deeds. It is not required that this task be completed by an Attorney, as it can be completed by municipal staff with assistance from a Notary.

Please feel free to call me at 287-8551 if you have any questions concerning these inspection comments and the need to complete the Deed Affidavit requirement. Thank you for your continued cooperation with the long-term care and monitoring of the closed landfill facilities.

Sincerely,



Robert Birk
Division of Remediation,
Bureau of Remediation and Waste Management

Pc: Woody Freeman, Transfer Station
Ted Wolfe, Bill Butler; DEP

WiscassetLandfillInspection911RGB.DOC

AFFIDAVIT

**Town of Wiscasset, Maine
Landfill Closure**

DRAFT

**Reference: Lincoln County Registry of Deeds, Book 239, Page 407
Lincoln County Registry of Deeds, Book 1045, Page 204**

The following is filed as an addendum to, and hereby partially amends, (1) the deed from Sewall Albee to The Inhabitants of the Town of Wiscasset dated May 9, 1868 and recorded in the Lincoln County Registry of Deeds in Book 239 at Page 407, and (2) the deed from Earl L. McLaughlin to The Inhabitants of the Town of Wiscasset recorded October 17, 1980 in said Registry in Book 1045 at Page 204, which properties appear on the Town's assessing records as Tax Map R-5, Lots 20 and 17.

Both deeds are hereby amended to provide notification to any potential purchaser of the following:

- A. A portion of both of these properties has been used for a municipal solid waste disposal facility, and that land was closed in 1984 and 1994 in accordance with the applicable provisions of the Maine Department of Environmental Protection's rules pertaining to closure of municipal solid waste landfills;
- B. Post-closure use of these properties shall never be allowed to disturb the integrity of any final cover, liner system or other components of the closed landfill without prior written approval of the Maine Department of Environmental Protection; and
- C. Closing plans and closure checklists may be reviewed at the Maine Department of Environmental Protection.

Laurie Smith, Town Manager of the Town of Wiscasset, Maine, being first duly sworn, states that the revisions herein are solely to inform potential purchasers of the closed landfill and to provide information as required by the Maine Department of Environmental Protection closure requirements, and that the Wiscasset Board of Selectmen has duly authorized her to execute this Affidavit.

TOWN OF WISCASSET

By: _____
Laurie Smith, Town Manager

DRAFT

DRAFT

STATE OF MAINE

Lincoln, ss.

_____, 2011

Then personally appeared before me the above-named Laurie Smith, Town Manager of the Town of Wiscasset, Maine, and acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of The Inhabitants of the Town of Wiscasset.

Notary Public

Printed name:

10 B.

**TOWN OF WISCASSET
Invitation to Bid**

Two (2) Mobile Generators and Two (2) Trailers

The Town of Wiscasset is accepting sealed bids to furnish two (2) new mobile generators and two (2) new trailers. The generators must be a minimum of 19kw diesel powered, mounted on a DOT highway ready trailer and capable of single and three-phase power output. All bids need to meet list of specifications as outlined below. All bids must be received by Tuesday, November 1st at 2:00 p.m. The bids will be opened at the Selectmen's meeting the same evening at 7:00 p.m.

Questions regarding the specifications may be directed to William Rines, Wastewater Superintendent at 207-350-0543.

The bidder will state in his/her bid the name and model number of equipment he/she is offering and will include with his bid a brochure or printed information to indicate the standard factory equipment of the model which he is bidding.

Since a prompt delivery is needed, delivery time as well as price may be made a factor in determining the award of this bid.

If the equipment offered by a bidder under the specifications meets the specifications except for minor factor or reasonably small amounts in dimensions, and if it shall be determined by the Town that these minor variations from the specifications do not prevent the equipment being bid from performing as satisfactorily or from being as good as equipment fully meeting these specifications, then these minor variations from the specifications may be waived by the Town, if it deems it to be to its advantage, and the equipment with the waived variations in specifications will be accepted as fully meeting these specifications.

It is the custom of the Town of Wiscasset to pay its bills within 20 to 30 days following delivery of and receipt of bills for all items covered by the purchase order. In submitting bids under attached specifications bidders should take into consideration all discounts, both trade and time, allowed in accordance with the above payment policy. All bidders should quote net prices, therefore, exclusive of all taxes.

The Town of Wiscasset reserves the right to waive all informalities in bids, to accept any bid, or any portion thereof, or to reject any or all bids should it be deemed in its best interest to do so.

Specifications:

Two (2) heavy-duty mobile generators for reliable power that provides single and three-phase power.

A. Generator with trailer (x 2)

1. approximate weight skidmounted – 2725 lbs.
2. approximate length without trailer – 76.6 x 35 x 49.6 inches.
3. approximately length with trailer 154.5 x 67 x 69 inches.
4. Standby output – 20.4/25 kW/kVA
5. Prime output – 19.5/24.4 kW/kVA
6. AC Voltage 1 \emptyset – 120,139,208,220,240,277 V
7. AC Voltage 3 \emptyset – 208,220,277,440,480 V
8. Frequency – 60 Hz
9. Power Factor – 1 - = 1.0/3 - = 0.8
10. Voltage regulation no load to full load - +/- 1%
11. Voltage regulation steady state - +/- .2%
12. Insulation class – H
13. Generator Type – Brushless
14. Engine Type – 63 dB(A)
15. Power @1800 rpm – 37.6 hp
16. Displacement – 133 in³
17. Speed - 1800 rpm
18. Fuel Tank Capacity – 60 US gallons
19. Fuel consumption (full load) w/without generator – 1.8 US gallons
20. Battery- 12V/650 CCA
21. Trailer hitch – 2" ball
22. 1 \emptyset 120V – 20A GFI duplex – 2
23. 1 \emptyset 120/240 V – 50 amp twist lock – 1
24. 1 \emptyset 12/240 V – 30 amp twist lock - 1

Mobile Generator Bid Submittal Sheet

The undersigned hereby proposes to furnish the following mobile generators and trailers to the Town of Wiscasset in accordance with the attached invitation to bid and the attached specifications and at the following prices, delivery times, and warranties:

Based on the preceding page simply fill in your unit price and total price (unit x quantity). Please be sure all prices include shipping and warranty as previously mentioned. If you are bidding an alternate equivalent item, clearly indicate that in the notes field. All alternate items must be pre-approved prior to bid closing.

Item	Total Price	Spec. #	Notations for alterations or amendments
A			
		1	
		2	
		3	
		4	
		5	
		6	
		7	
		8	
		9	
		10	
		11	
		12	
		13	
		14	
		15	
		16	
		17	
		18	
		19	
		20	
		21	
		22	
		23	
		24	

Signed: _____
(Corporation, Firm or Company)

By: _____
(Authorized Individual or Owner)

Title: _____

Mailing Address: _____

Date: _____

Telephone: (____) _____

Email: _____

NOTE: Bids must bear the handwritten signature of a duly authorized member or employee of the organization making the bid.

10 c.

**Town of Wiscasset
2011 Cupola Repair bid**

Background

The Municipal Building was originally constructed in the mid 60's with an addition in the late 70's. The building is a brick building with a steel framed pitched roof with a tectum deck and shingled roof that was replaced approximately 10 years ago.

Repairs to the cupola

- Remove old vinyl and replace with new vinyl.
- Cover all wood with new vinyl.
- Visually inspect all the existing flashing that is currently concealed and repair if necessary.
- Replace the base flashing with new aluminum flashing set in sealant and properly secured.
- Remove the ice and water shield at the base of the wood louvered section of the cupola.
- Seal all joints.
- Replace wood louvers with solid vinyl louvers.
- Install custom formed aluminum flashing at the base of new vinyl louvered section where it meets the copper flashing. Set the flashing bedded in sealant.
- Spray paint the entire copper base with two coats of 100% acrylic elastomeric coating.

Questions and requests for on-site reviews may be directed to Pam Lear at 207-380-4811.

Since a prompt delivery is needed, delivery time as well as price will be considered in determining the award of this bid.

It is the custom of the Town of Wiscasset to pay its bills within 20 to 30 days following delivery of and receipt of bills for all items covered by the purchase order. In submitting bids under attached specifications bidders should take into consideration all discounts, both trade and time, allowed in accordance with the above payment policy. All bidders should quote net prices, therefore, exclusive of all taxes.

The Town of Wiscasset reserves the right to waive all informalities in bids, to accept any bid, or any portion thereof, or to reject any or all bids should it be deemed in its best interest to do so.

**Town of Wiscasset
2011 Cupola Repair
Bid Form**

Bid Price: \$ _____

Company: _____

By: _____
(Authorized Individual or Owner) Print / Sign

Title: _____

Mailing Address: _____

Date: _____

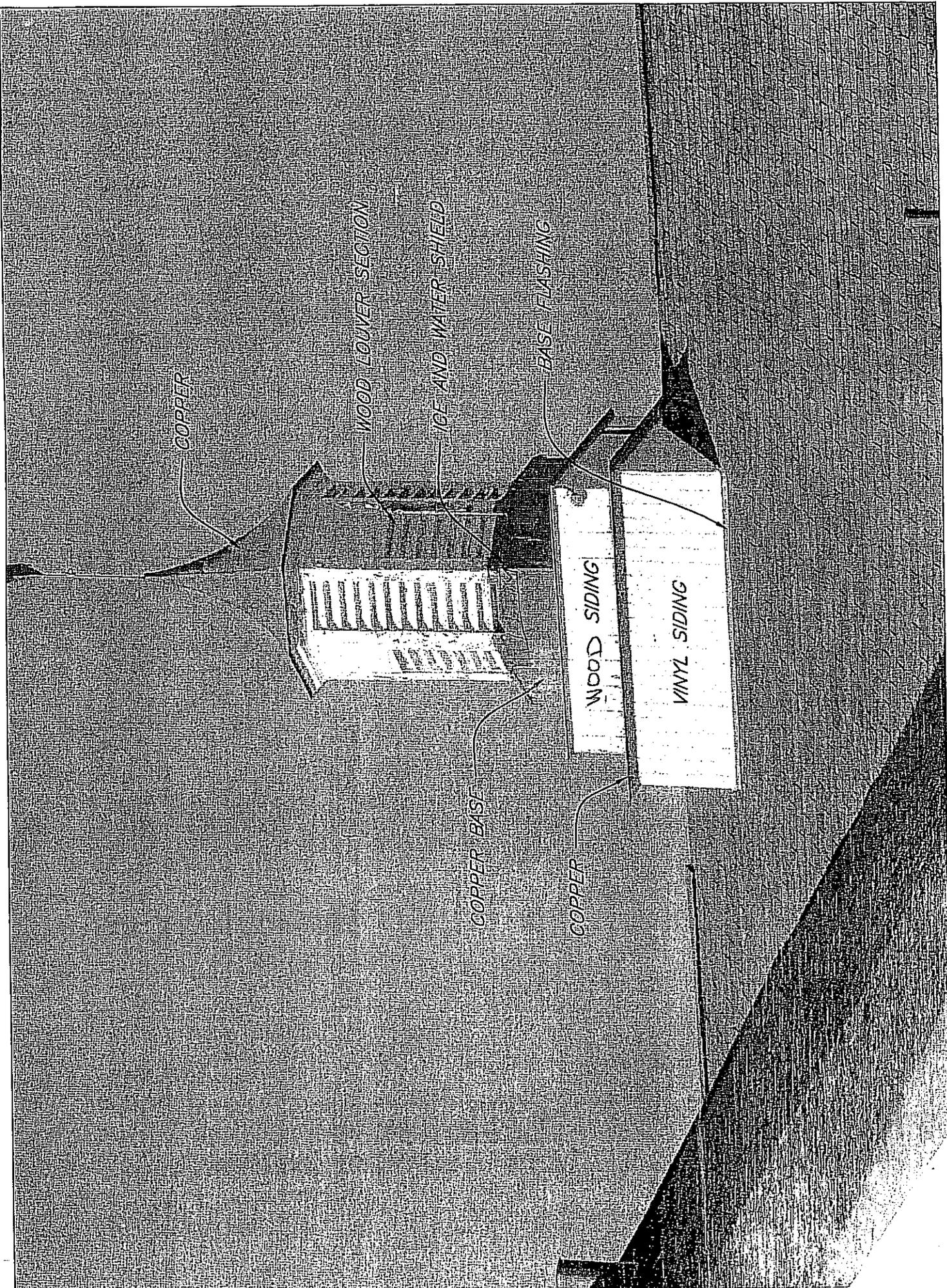
Telephone: (____) _____

Email: _____

NOTE: Bids must bear the handwritten signature of a duly authorized member or employee of the organization making the bid.

Include in your bid three (3) references of similar work to be considered.

Bids are due by Tuesday, November 1st at 2 pm, and will be opened the same evening at the Board of Selectmen meeting at the Town Hall at 7pm. No late bids will be accepted.



COPPER

WOOD LOUVER SECTION

ICE AND WATER SHIELD

BASE FLASHING

COPPER BASE

COPPER

WOOD SIDING

VINYL SIDING

Maine Generator & Solar Power, Inc.

Attn: Kent Ladd

P.O. Box 126

2 Park Street

Milo, ME 04463

Lincoln's Electrical Service

236 Foye Road

Wiscasset, ME 04578

Central Electric, Inc.

Attn: Christopher Curtis

81 Fowles Hill Road

Wiscasset, ME 04578

Midcoast Energy Systems

P.O. Box 1118

Damariscotta, ME 04543

Barry Concrete

Barry Miete

708 W Alna Road

Alna, ME 04535

207-882-6434

Powr Point Generators

P.O. Box 46

Oquossoc, ME 04964

207-864-2787

SECTION 2-A
NOTICE TO ELECTRICAL CONTRACTORS

The Town of Wiscasset is looking for electrical work to be performed at the Memorial Pier. A bid package may be reviewed at the Town office or obtained electronically (with registration) from Baker Design Consultants (Engineer), Yarmouth, Maine 04096, bbaker@maine.rr.com 207 846-9724. Only those firms registered with the Engineer will receive notice of any changes to the bid documents.

Submit a sealed proposal plainly marked "Memorial Pier Electrical Work No. 10007-2" to the Town of Wiscasset, Attn: Town Manager Laurie Smith, 51 Bath Road, Wiscasset, Maine 04578. Bids are due by 2:00 pm on Tuesday November 1st and will be opened the same day at the Selectmen's Meeting, beginning at 7pm. Any bid received after this time will not be considered.

PROJECT DESCRIPTION: The work comprises procurement and installation of a new panel/junction box at the pier abutment, new pier light fixtures as specified, new pole mounted pier receptacles, reconnection of the existing Jib Hoist panel box at the pier head. All new code compliant wire cabling shall be provided on the pier extending from the pier abutment. The Electrical Contractor will be required to coordinate work with the General Contractor (Prock Marine) and is responsible for all necessary conduit extensions from the main runs provided as part of the main pier contract.

All work needs to be completed in a timely manner no later than December 15, 2011.

Memorial Pier-Power & Lighting
Town of Wiscasset

BID DOCUMENTS

December 2011

SECTION 1	Instructions to Bidders
SECTION 2	2-A Notice to Contractors 2-B Proposal Form 2-E Contract Agreement
SECTION 3	3-A General Conditions

FIXTURE CUT SHEETS

Pole Light (2 Required) – RAB Lighting-ALED52

Anchor Bolt Layout- 4-inch Pole (2 required) –RAB Lighting

Pierhead Flood (2 Required) - RAB Lighting

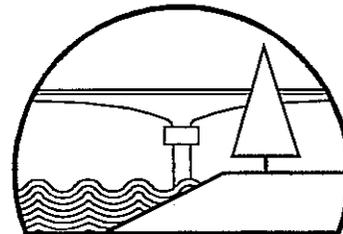
Wall Packs (2 Required) WPLEDC52- RAB Lighting

REFERENCE PLANS

S-1	Pier Layout Plan
PC-1	Precast Pile Plan
PC-2	Precast Panel Layout

Town of Wiscasset
51 Bath Road
Wiscasset, Maine 04578
(207)882-8200
Greg Griffin-Public Works Director
Peter Dalton-Harbor Master
Laurie Smith-Town Manager

BAKER DESIGN CONSULTANTS INC.
11 Stony Brook Lane
Yarmouth, Maine 04096
Tel: (207) 846-9724
Fax: (207) 846-3620
bbaker@maine.rr.com



BAKER DESIGN CONSULTANTS
Civil, Marine and Structural Engineering

SECTION 1

INSTRUCTIONS TO BIDDERS

1. The Town of Wiscasset (herein called the "Town") invites a sealed bid on the BID FORM provided for the following items. Refer to Reference Plans and Fixture Cut Sheets attached.

a. Coordination

- i. Coordinate all work with the Town and the main Contractor (Prock Marine) who is currently constructing the pier.

b. Fixtures

- i. 1 No. Waterproof non-metallic Junction Box (to be mounted on railing posts at the pier abutment. The box shall be used to to reconnect existing service and to feed existing panel box at pier head jib crane.
- ii. 1 No. 16-ft pole light mounted to timber deck at top of downstream gangway.
- iii. 1 No. Wall pack on pile where downstream gangway meets float.
- iv. 1 No. 16-ft pole light mounted to precast deck at top of upstream gangway.
- v. 1 No. Wall pack on pile where downstream gangway meets float.
- vi. 2 No. Lights on top of existing Jib Crane to light downstream float and pier face.

c. Tasks

- i. Install new waterproof non-metallic panel/junction box at the pier abutment.
- ii. Reinstall existing Jib Hoist panel box at the pier head.
- iii. Provide and install all necessary conduit extensions and feeds. Unconnected straight conduit runs from Abutment to Pierhead (2 No. 2-inch & 1 No. 1-inch conduits) will be installed by Prock Marine as part of the main pier contract. All box/fixture connections and conduit extensions, hardware, hangars and clamps shall be sized and provided. Refer to plan and schedule on Sheet S-1.

Memorial Pier-Power & Lighting
Town of Wiscasset

- iv. Size and provide all new code compliant wire cabling on the pier necessary to extend the existing power service to new and existing boxes and fixtures.
 - v. Provide/provide switch controls and circuit breaker for code compliant operation.
2. Bids are subject to the Towns' right, reserved herein, to accept or reject any or all Proposals.
 3. No proposals may be withdrawn during a period of sixty (30) calendar days immediately following the opening thereof.
 4. The Town of Wiscasset is an exempt organization for the purpose of Maine State Sales and Use Tax. Construction materials may be exempt from sales and use tax, subject to compliance with the provisions of the Sales/Excise Tax Division of the Maine Revenue Service.
 5. At the time of the opening of Proposals, each Bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Bid Documents, including Addenda. The failure or omission of any Bidder to receive or examine any form, instrument, or document shall in no way relieve the Bidder from any obligation in respect to his Proposal.
 6. No Contract may be assigned, sub-let, or transferred without the written consent of the Town.
 7. All work needs to be completed in a timely manner no later than December 15, 2011.

SECTION 2-B
PROPOSAL FORM

Proposal of: _____
Address: _____
Telephone: _____

Sealed envelopes containing Proposals addressed to: Town of Wiscasset; Attn: Town Manager Laurie Smith; 51 Bath Road; Wiscasset, Maine 04578

Having carefully examined the Form of Contract, The General Conditions of the Contract, Instructions to Bidders and associated attachments for the work entitled:

Memorial Pier-Power & Lighting; No. 10007e; Town of Wiscasset

as well as the premises and conditions affecting the Work, we the undersigned propose to furnish all Labor, Equipment and Materials necessary for and reasonably incidental to the construction and completion of this Proposal for the amount of:

_____ (\$ _____)

This Proposal includes the following Addenda to the Plans and Specifications: ,

Addendum No. __, Dated _____ Addendum No. __, Dated _____
Addendum No. __, Dated _____ Addendum No. __, Dated _____

The undersigned agrees, if awarded the Contract, to substantially complete the Work on or before 15 December 2011.

Signed: _____

By: _____

PO Address

NOTE: If Bidder is a Corporation, write State of Incorporation and if a Partnership, give full names of all Partners.

SECTION 2-E
CONTRACT AGREEMENT

THIS AGREEMENT made the _____ day of _____ in the year Two Thousand and _____ by and between the Town of Wiscasset, hereinafter called the Owner and _____ hereinafter called the Electrician.

WITNESSETH, That the owner and the Electrician for the consideration hereinafter named agree as follows:

ARTICLE 1. SCOPE OF WORK

The Electrician shall furnish all of the materials and perform all the work shown on the plans and described in the specifications entitled:

Memorial Pier-Power & Lighting; No. 10007e; Town of Wiscasset

Prepared by Baker Design Consultants, Inc., acting as and in these contract documents entitled the engineer, and shall do everything required by this agreement, the general conditions and the Instructions to Bidders.

ARTICLE 2. TIME OF COMPLETION

The work to be performed under this contract shall be completed on or before _____.

ARTICLE 3. THE CONTRACT SUM

The owner shall pay the Electrician for the performance of the contract, subject to additions and deductions provided by approved change orders in current funds as follows:

_____ (\$ _____)

ARTICLE 5. PAYMENT

Final payment shall be due after completion and acceptance of the work, provided the Electrician has submitted evidence satisfactory to the owner that all payrolls, material bills and other indebtedness connected with the work has been paid.

ARTICLE 7. THE CONTRACT DOCUMENTS

The General Conditions of the Contract, Instructions to Bidders, the Proposal, and associated attachments, together with this Agreement. The following is an enumeration of the contract documents.

10007e

CONTRACT AGREEMENT 2-E

C:\BDC3500_PROJECTS\10-10-07 Wiscasset Waterfront\Bids\Electrical Bid\2E Cont Agree Short 10007e.doc

Memorial Pier-Power & Lighting
Town of Wiscasset

Fixture Cut Sheets:

Pole Light (2 Required) – RAB Lighting-ALED52
Anchor Bolt Layout- 4-inch Pole (2 Required) –RAB Lighting
Pierhead Flood (2 Required)- RAB Lighting
Wall Packs (2 Required) WPLEDC52- RAB Lighting

Reference Plans:

S-1 Pier Layout Plan
PC-1 Precast Pile Plan
PC-2 Precast Panel Layout

The owner and the Electrician hereby agree to the full performance of the covenants herein.

IN WITNESS WHEREOF the parties hereto have executed this Agreement, the day and year first above written above.

WITNESS:

ELECTRICIAN:

Signature

(Printed Name & Title)

WITNESS:

OWNER:

Town of Wiscasset

Signature

(Printed Name & Title)

SECTION 3-A
GENERAL CONDITIONS

1. Definitions
2. Samples
3. Drawings
4. Surveys, Permits, Laws, Taxes and Regulations
5. Labor and Wages
6. Protection of Work and Adjacent Property
7. Inspection of Work
8. Superintendence
9. Changes in the Work
10. Claims for Extra Cost
11. Deductions for Uncorrected Work
12. Delays and Extension of Time
13. Correction of Work
14. Owner's Right to do Work
15. Owner's Right to Terminate Contract
16. Payments
17. Contractor's Insurance Requirements
18. Contract Bonds
19. Damages
20. Liens
21. Assignment
22. Sub-Contracts
23. Uses of Premises
24. Layout of Work
25. Workmanship
26. Cleaning Up
27. Environmental Requirements
28. Use of Town Roads and Haul Roads
29. Legal Holidays

ARTICLE 1 DEFINITIONS

Whenever the following terms are used in these Specifications or the Contract, the intent and meaning shall be interpreted as follows:

Addenda: Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Plans and Specifications, by additions, deletions, clarifications or corrections.

Bid: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bidder: Any individual, Partnership, or Corporation submitting a Proposal for the performance of the Work under the terms of the Contract, and acting directly or through a duly Authorized Representative.

Change Order: A written Agreement between the Owner and the Contractor, operating as a supplement to the Contract, covering correction of: Omissions, errors, and discrepancies between the Plans and the Proposal or estimates; or any alterations in the Plans; or additional requirements; Work, Materials and Incidentals required to complete the construction of the Project in an acceptable manner, and setting forth the basis of compensation, if any.

Contract: A written Agreement between the Owner and successful Bidder, by which the Contractor is bound to perform the Work specified in the Contract Documents together with Change Orders by which the Owner is bound to compensate the Contractor at mutually established and accepted rates or prices.

Contract Documents: The General Conditions, Instructions to Bidders, the Proposal, the Special Provisions, the Plans, Specifications including addenda and other modifications thereof incorporated in the documents before their execution, together with the Agreement, form the Contract Documents.

Contractor: The Individual, Partnership, or Corporation undertaking the execution of the Work under the terms of the Contract with the Owner, and acting directly or through a duly Authorized Representative.

Owner: A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed, acting directly or through a duly Authorized Representative.

Provide: The word "provide" shall mean furnish and install.

ARTICLE 2 SAMPLES

The Contractor shall furnish for approval, with reasonable promptness; preliminary samples and testing results on materials before materials are incorporated into the work. The Owner will approve such samples, with reasonable promptness. The work shall be in accordance with approved samples. The Owner reserves the right to sample test and approve materials placed during the progress of the work.

ARTICLE 3 SHOP DRAWINGS

The Contractor shall check and verify all field measurements and shall submit with such promptness as to cause no delay in the Contractor's own work or in that of any other contractor, adequate copies, checked and approved by the contractors of all shop drawings and schedules required for the work of the various trades. The Owner shall check and approve, with reasonable promptness, such scheduled drawings only for conformance with the design concept of the project and compliance with the information given in the contract documents. The Contractor shall make any corrections required by the Owner, and shall file with the Owner two corrected copies, and shall furnish such other copies as may be needed. The Owner's approval of such drawings or

schedules shall not relieve the Contractor from responsibility for deviations from drawings or specifications, unless the contractors have, in writing, called the Owner's attention to such deviations at the time of submission and secured the Owner's written approval; nor shall it relieve the contractors from responsibility for errors in shop drawings or schedules.

ARTICLE 4 SURVEYS, PERMITS, LAWS, TAXES AND REGULATIONS

The Owner will furnish land surveys and establish base lines for locating the principal component parts of the Work together with a suitable number of bench marks adjacent to the Work as shown on the plans.

The Contractor shall secure and pay for permits and licenses necessary for the prosecution of the Work. Permits or easements, or both, for temporary structures or temporary changes in existing facilities shall be secured and paid for by the bidder.

The Contractor shall give notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified. Upon observing that the Drawings and Specifications are at variance therewith, promptly notify the Owner, in writing, and any necessary changes will be adjusted by the Owner as provided in the Contract for changes in the Work. The Contractor shall bear costs arising from performing any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner.

The Contractor shall adhere to codes promulgated by the BOARD OF CONSTRUCTION SAFETY RULES AND REGULATIONS as required by Statute. Copies of the latest Rules and Regulations may be obtained from the Department of Labor and Industry.

ARTICLE 5 LABOR AND WAGES

Contractors and Sub-Contractors shall conform to the labor laws of the State of Maine, and other laws, ordinances, and legal requirements affecting the work in Maine.

ARTICLE 6 PROTECTION OF THE WORK AND ADJACENT PROPERTY

Continuously maintain adequate protection of contract work from damage and protect the property from injury or loss arising in connection with this Contract, and make good any such damage, injury or loss. Adequately protect adjacent property as provided by law and the Contract Documents.

ARTICLE 7 INSPECTION OF WORK

Provide the Owner access to the Work whenever it is in preparation or progress.

The Owner will make a final inspection of Work included in the Contract or any portion thereof, as soon as possible after notification that such Work is completed and ready for inspection. If such Work is not acceptable at the time of the inspection, the Owner will advise the Contractor in writing as to the particular defects to be remedied.

ARTICLE 8 SUPERINTENDENCE

During work progress provide, a competent Superintendent, satisfactory to the Owner, at the job site. The Superintendent shall represent the Contractor and directions given to him by the Owner shall be binding.

ARTICLE 9 CHANGES IN THE WORK

The Owner reserves the right to increase or decrease any Work items indicated in the Plans, Proposal and Contract, or to eliminate any such items, without invalidating the Contract. As the work progresses, the Owner

10007

may make such alterations in the plans, in the character of the work, or in the specified coordination of two or more concurrent Contracts, as may be considered necessary or desirable in order to complete the construction. Such changes shall in no way invalidate the Contract. Such Work Changes shall be executed under the original Contract conditions except that any claim for extension of time caused thereby will be adjusted by the Owner at the time of ordering such change.

As work progresses call immediate attention to the Owner of latest conditions at the Site materially differing from those shown on the Drawings or in the Specifications, or unknown conditions of unusual nature differing materially from those already encountered in such Work, before they are disturbed. The Owner will promptly investigate the conditions and if they do so materially differ, the Contract will, with the approval of the Owner, be modified by a Change Order to provide for any increase or decrease in cost resulting from such conditions.

ARTICLE 10 CLAIMS FOR EXTRA COST

If the Contractor claims that any 'Work Changes' or 'Change Orders' involve extra cost under this Contract, he shall give the Owner written notice thereof within 10 days after the receipt of such instructions, and in any event before proceeding to execute the Work, except in an emergency endangering life or property, and the procedure shall then be as provided for changes in the Work. No such claim shall be valid unless so made.

ARTICLE 11 DEDUCTIONS FOR UNCORRECTED WORK

If the Owner deems it inexpedient to correct Work injured or done not in accordance with the Contract, an equitable deduction from the Contract Amount will be made by the Owner therefor.

ARTICLE 12 DELAYS AND EXTENSION OF TIME

If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the Owner, or by any separate Contractor employed by the Owner, or by Changes ordered in the Work or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by any cause which the Owner shall decide to justify the delay, then the completion date shall be extended for such reasonable time as the Owner may decide.

ARTICLE 13 CORRECTION OF WORK

Remedy any defects due to faulty workmanship and pay for any damage to other work resulting therefrom, prior to final payment under this contract.

ARTICLE 14 OWNER'S RIGHT TO DO WORK

If the Contractor should neglect to prosecute the Work properly or fail to perform any provision of this Contract, the Owner, after three days written notice to the Contractor may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

ARTICLE 15 OWNER'S RIGHT TO TERMINATION CONTRACT

If the Contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper Materials or if he should fail to make prompt payment to Sub-Contractors, or for Material, or Labor, or persistently disregard laws, ordinances or the instructions of the Owner, or otherwise be guilty of a substantial violation of any provision of the Contract, then the Owner, upon determination that sufficient cause exists to justify such action, may, without prejudice to any other right or

remedy, and after giving the Contractor seven days' written notice, terminate the employment of the Contractor and take possession of the premises and of materials, tools, and appliances thereon and finish the Work by whatever method the Owner may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Amount shall exceed the expense of finishing the work including compensation for additional Engineering, Architectural, Managerial and Administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner.

ARTICLE 16 PAYMENTS

Submit to the Owner a request for each payment and, if required receipts or other vouchers, showing payments for Materials and Labor, including payments to Sub-Contractors.

Application for payments as the Work progresses may be made of the Owner no more than once a month, unless due to unusual circumstances the Owner may approve more frequent payments. Said Request for Payment shall be based on the proportionate quantities of the various classes of Work completed or incorporated into the Work and payments may be made on account of Materials not incorporated in the Work, but delivered and suitably stored at the Site. Such payments shall be conditioned upon submission by the Contractor of bills of sale, or such other procedure as will adequately protect the Owner's interest including applicable insurance's.

Unless otherwise indicated in the Instructions to Bidders, the Owner will withhold 5 percent of the money due the Contractor until Contract work has been accepted by the Owner, except that when the Contract has been substantially completed the Owner may, upon request, further reduce the retainage amounts if it deems it desirable and prudent.

ARTICLE 17 CONTRACTORS INSURANCE REQUIREMENTS

The Contractor shall not commence work under this contract until he has obtained all the insurance required hereunder and such insurance has been approved by the Owner. The Contractor shall also not use subcontractors until all similar insurance required of the subcontractor has been approved by the Owner. The subcontractor's insurance shall not relieve or decrease the liability of the Contractor hereunder.

Certificates of Insurance shall also be filed with Owner promptly upon renewal and upon change of any coverage or insurer, and Owner shall be permitted to examine any policy of insurance before approving the insurance provided thereunder.

All insurance that is obtained pursuant to this Article shall name the Town of Wiscasset as an 'additional named insured'.

(a) General Liability Insurance:

Comprehensive General Liability Insurance coverage for Bodily Injury and Property Damage Liability claims arising out of all premises operations, subcontracted operations, products-completed operations for a period of three (3) years, and all liability assumed by the Contractor under any contract or agreement including. Such insurance shall be in the name of the Contractor and with insurers acceptable to the Owner.

Exclusions pertaining to the following operations are to be deleted if such operations are to be performed by the Contractor or anyone on his behalf

"X" Exclusion: Damage to property as a result of blasting.

"C" Exclusion: Damage to property by the collapse of or structural injury to any building or structure due to grading of land, excavation, pile driving, shoring, raising or demolition of any building or structure.

"G" Exclusion: Damage to underground property which is defined as property, damage to wires, conduits, pipes, mains, any similar property, and any apparatus in connection therewith beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, pile driving, etc.

The minimum limits for such insurance shall be:

Bodily Injury --	\$1,000,000 Each Person
Bodily Injury --	\$1,000,000 Each Occurrence
Property Damage	\$500,000 Each Person
Property Damage	\$500,000 Each Occurrence

(b) Automobile Liability Insurance:

Automobile Liability Insurance coverage for claims arising out of the ownership, maintenance, or use of owned, hired, or non-owned automobiles, Such insurance shall be in the name of the Contractor and with insurers acceptable to the Owner.

The minimum limits for such insurance shall be:

Single Limit for Bodily Injury and Property Damage - \$500,000

(c) Excess Liability Insurance:

Excess Liability Insurance shall be for a minimum value of \$1,000,000 in the Umbrella Form.

(d) This insurance shall be endorsed to provide Broad Form Property Damage.

The Contractor shall procure and maintain, at his own expense, during the Contract Time, in accordance with the provisions of the laws of the State of Maine, Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the Project. In case any work of this contract at the site of the Project is not protected under Workmen's Compensation statute, the Contractor shall provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

(e) US Longshoreman and Harbor Workers Act.

The Contractor shall procure and maintain adequate coverage for working over the water.

ARTICLE 18 CONTRACT BONDS

If Contract Bonds are required, the Contractor shall furnish to the Owner upon execution of the Contract, a Contract Performance Bond And A Contract Payment Bond; each for the full amount of the Contract and issued by a surety company or surety companies authorized to do business in the State of Maine as approved by the Owner. The Bonds shall be in accordance with and executed on the forms furnished in the specifications. The

Bonds shall allow for any addition or deductions to the Contract.

ARTICLE 19 DAMAGES

- (a) Indemnify and hold harmless the Owner and its agents and employees from and against claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself including the loss of use resulting therefrom, and 0)) is caused in whole or in part by any negligent act or omission of the Contractor, any Sub-Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- (b) In any claims against the Owner or any of its agents or employees, by any employee of the Contractor, any Sub-Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph A shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Sub-Contractor under Workmen's Compensation Acts, disability benefit acts or other employee benefit acts.

ARTICLE 20 LIENS

Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the Owner a complete release of all liens arising out of his Contract, or receipts in full in lieu thereof, and, if required in either case, an affidavit that so far as he has knowledge or information the releases and receipts include the Labor and Material for which a lien could be filed; but the Contractor may, if any Sub-Contractor refuses to finish a release or receipt in full, furnish a bond satisfactory to the Owner, to indemnify him against any lien. If any lien remains unsatisfied after final payment is made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a lien, including other costs and reasonable attorney's fee.

ARTICLE 21 ASSIGNMENT

Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder, without the previous written consent of the Owner.

ARTICLE 22 SUB-CONTRACTS

The Contractor is not allowed to sublet any part of this Contract without the written permission of the Owner.

The Contractor shall be fully responsible to the Owner for the acts and omissions of his Sub-Contractors and of persons either directly or indirectly employed by them, as he is for the acts and omission of persons directly employed by him.

ARTICLE 23 USES OF PREMISES

The Contractor shall confine tools, storage of Materials and operations of workmen to limits indicated by laws, ordinances, permits or directions of the Owner and will not unreasonably encumber the premises with his Materials.

If any part of the project is completed and ready for use, the Owner may, by written and mutual consent, without prejudice to any of the Owner's rights or the rights of the Contractor, enter in and make use of such completed

parts of the project. Such use or occupancy shall in no case be construed as an acceptance of any Work or Materials.

ARTICLE 24 LAYOUT OF WORK

The Contractor shall be responsible for the correctness of all measurements and shall verify all grades, lines, levels, elevations and dimensions shown on the drawings and report any errors or inconsistencies to the Owner prior to beginning work. The Owner will establish a minimum of two benchmarks on the site from which the Contractor shall lay out vertical controls.

ARTICLE 25 WORKMANSHIP

Workmanship, Materials or Equipment, either at the Site or intended for it shall conform with the requirements of Contract Documents, and shall be equal to or better than the grade specified, for the purpose for which they are intended. Inferior materials or incomplete or careless workmanship will not be accepted by the Owner.

Perform labor with skilled mechanics in their respective trades. Become familiar with the local labor conditions, skilled and unskilled, prior to submitting a proposal.

If in the opinion of the Contractor, any Work is indicated on the Drawings or specified in such a manner as would make it impossible to produce Work of the highest quality, or should discrepancies appear between Drawings, or Drawings and Specifications, the Contractor shall refer the same in writing to the Owner for interpretation before proceeding with the Work. If the Contractor fails to make such a reference, no excuse will be entertained by the Owner thereafter for failure to carry out the Work in a satisfactory manner.

The Contractor shall guarantee the Contractor's work against any defects in workmanship and materials for a period of one year from the date of the written acceptance of the project.

ARTICLE 26 CLEANING UP

The Contractor shall keep the premises free from accumulation of waste materials or rubbish caused by Employees or Work activities, and at the completion of the Work remove rubbish, tools, equipment, scaffolding and surplus materials. Work shall be left broom clean, unless otherwise specified.

ARTICLE 27 ENVIRONMENTAL REQUIREMENTS

The Contractor shall include in the appropriate contract bid items costs for compliance with State and local environmental protection requirements including, but not limited to, the following:

- (a) Control of dust from excavations and spillage of materials on highways and dust from rock drilling operations.
- (b) Compliance with local ordinances on burning.
- (c) Control of erosion and washing of materials from excavated slopes and embankments.
- (d) Prevention of stream turbidity from dewatering and general earthwork operation.
- (e) Protection of beach and water resources.

The Contractor is responsible for the removal from the site and the disposal of any demolition debris or construction waste in accordance with Federal, State, and Local regulations.

ARTICLE 28 USE OF TOWN ROADS AND HAUL ROADS

10007

In the event it is necessary for the Contractor to transport gravel, borrow, or other construction material on legally registered vehicles carrying legal loads over Town ways, a Contractor's Bond of not more than five thousand dollars (\$5,000) per mile of traveled length maybe required by the Town or other agency, the exact amount of said bond to be determined prior to use of any Town way. The Bond will be retained until such time as the road damage or air quality disturbance due to the Work has been repaired or mitigated.

ARTICLE 29 LEGAL HOLIDAYS

Construe legal holidays to occur on the day they are observed: New Year's Day, Martin Luther King, Jr. Day; Washington's Birthday; Patriot's Day; Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran's Day; Thanksgiving Day; and Christmas Day.

The Contractor shall not work on the above holidays without prior approval of the Owner.

RAB LIGHTING

ALED52



JOB NAME: _____
 DATE: _____
 TYPE: _____

DESCRIPTION

SPECIFICATIONS

Ambient Temperature

Suitable for use in 40C ambient temperatures.

Die-cast aluminum with wiring access plate.

Buy American Act Compliant

This product is a COTS item manufactured in the United States, and is compliant with the Buy American Act.

California Title 24

ALED complies with California Title 24 building and electrical codes.

Cold Weather Starting

The minimum starting temperature is -40C

Color Accuracy

67 CRI

Color Stability

RAB LEDs exceed industry standards for chromatic stability.

Color Temperature (Nominal CCT)

5000k

Color Uniformity

RAB's range of CCT (Correlated color temperature) follows the guidelines of the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2008.

Country of Origin

Designed by RAB in New Jersey and assembled in the USA by IBEW Local 3

Dark Sky Approved

The International Dark Sky Association has approved this product as a full cutoff, fully shielded luminaire.

Drivers

Two drivers, constant current, 720mA, Class 2, 100 - 277V, 50 - 60 Hz, 100 - 277VAC .8 Amps.

Finish

Chip and fade resistant polyester powder coat finish.

Fixture Efficacy

57 Lumens per Watt

For use on LEED Buildings

IDA Dark Sky Approval means that this fixture can be used to achieve LEED Credits for Light Pollution Reduction

GSA Schedule

This product is suitable for listing on the GSA Schedule of the US General Services in accordance with FAR Subpart 25.4

Gaskets

High temperature silicone.

Green Technology

ALEDs are Mercury and UV free.

Heatsink

Cast aluminum thermal management system for optimal heat sinking. The ALED is designed for cool operation, most efficient output and maximum LED life by minimizing LED junction temperature.

Housing

Precision die cast aluminum housing, lens frame.

IESNA LM-79 & IESNA LM-80 Testing

RAB LED luminaires have been tested by an independent laboratory in accordance with IESNA LM-79 and 80, and have received the Department of Energy "Lighting Facts" label.

LEDs

Four (4) multi-chip, 13W high-output, long-life LEDs

Patents

The ALED design is protected by patents pending in the U.S., Canada, China, Taiwan and Mexico.

ORDERING INFORMATION

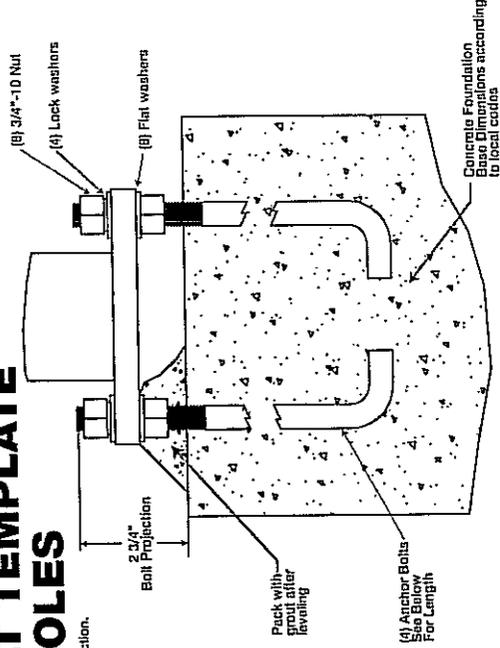
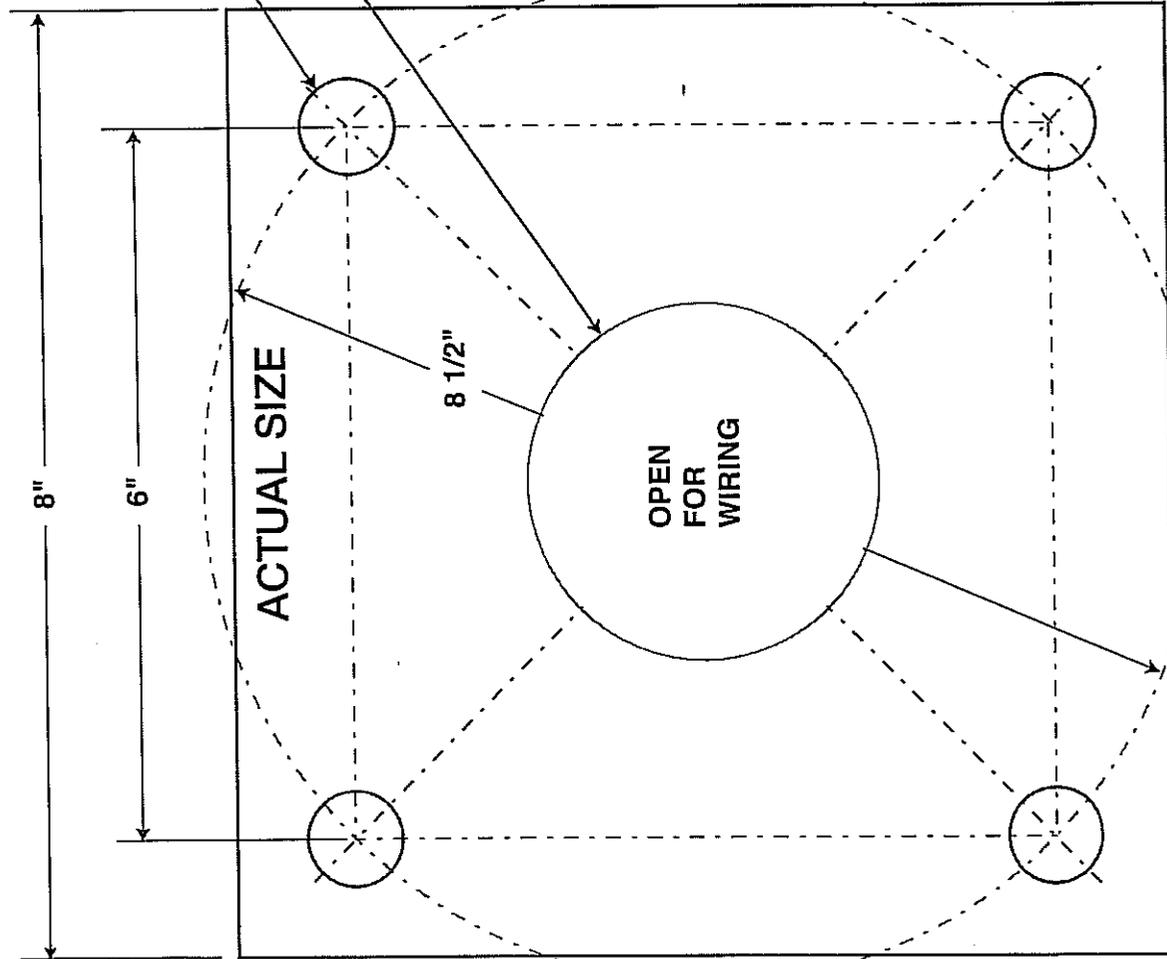
LED Lamp supplied with fixture	Total Watts	Lamp Type	Lamp Base	Ballast	Starting Amps/ Operating Amps				Input Watts	LAMP ANSI	Initial Lumens	Lamp Hours
					120V	208V	240V	277V				
52	LED	Thermal	Constant Current	.8 A/.8 A	.8 A/.8 A	.8 A/.8 A	.8 A/.8 A	60.0	N/A	3429	50000	
Factory Installed Options Add suffix to Catalog Number				Photocontrol for 277V (P2)	Photocontrol for 120V (IPC)							

Note: Specifications may change without notice

RAB Lighting, Inc. • 170 Ludlow Ave • Northvale, NJ 07647 • Tel: 888 RAB-1000 • Fax: 888 RAB-1232 • www.rabweb.com
 © 2011 RAB Lighting, Inc.

ANCHOR BOLT TEMPLATE 4" SQUARE POLES

- Verify bolt circle diameter and anchor bolt projection.
- Use anchor bolt template to assure accuracy.
- Drill holes in plywood and use as a locator for anchor bolts.



ABK4-11 with 17" Anchor Bolts Fits RAB poles listed below

- PS4-11-10WT
- PS4-11-10D2
- PS4-11-15WT
- PS4-11-15D2
- PS4-11-20WT
- PS4-11-20D2
- PS4-11-25WT

Anchor Bolt Kit - for Mason

- (4) 3/4" x 17" anchor bolts each assembled with
 - (2) Hex nuts,
 - (2) Flat washers
 - (1) Lock washer
- (1) Paper anchor bolt template

Base Cover Kit - for Electrician

- (1) 2pc Steel base cover, bronze
- (4) 1/4" - 20 Black base cover screws
- (1) 4" Pole cap CAT# PCAP4 (For Use with Drilled Poles)

Pre-Drilled
3 holes on this side
not plugged



- Notes:**
- Hand Hole Covers are attached to pole.
 - RAB drilled from Tavan) Poles come pre-drilled for 2 Area Lights at 180°.
- Additional drilling can be done in the field.

ABK4-07 with 30" Anchor Bolts Fits RAB poles listed below

- PS4-07-20WT
- PS4-07-25WT
- PS4-07-25D2

Anchor Bolt Kit - for Mason

- (4) 3/4" x 30" anchor bolts each assembled with
 - (2) Hex nuts,
 - (2) Flat washers
 - (1) Lock washer
- (1) Paper anchor bolt template

Base Cover Kit - for Electrician

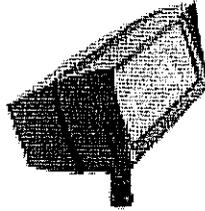
- (1) 2pc Steel base cover, bronze
- (4) 1/4" - 20 Black base cover screws
- (1) 4" Pole cap CAT# PCAP4 (For Use with Drilled Poles)

RAB[®] LIGHTING

©1985-2009 RAB LIGHTING Inc.
Northvale, New Jersey 07647 USA

RAB LIGHTING

FFLED18



JOB NAME: _____
 DATE: _____
 TYPE: _____

DESCRIPTION

Rectangular shaped LED floodlight designed to replace 70W Metal Halide. Patent Pending airflow technology ensures long LED and driver lifespan. Use for building facade lighting, sign lighting, LED landscape lighting and instant-on security lighting.

SPECIFICATIONS

Airflow

Patent pending Airflow technology heat sink for superior cooling

Ambient Temperature

Suitable for use in 40C ambient

California Title 24

FFLED18 complies with California Title 24 building and electrical codes.

Cold Weather Starting

The minimum starting temperature is -40C.

Color Accuracy

70 CRI

Color Stability

RAB LEDs exceed industry standards for chromatic stability.

Color Temperature (Nominal CCT)

5000K

Color Uniformity

RAB's range of CCT (Correlated Color Temperature) follows the guidelines of the American National Standard for (SSL) Products, ANSI C78.377-2008.

Driver

Constant Current, Class 2, 100 - 277V, 50 - 60 Hz, 100 - 277VAC 0.4 Amps

Finish

Chip and fade resistant polyester

Fixture Efficacy

73 Lumens per Watt

Gaskets

High-temperature silicone gaskets

Green Technology

Mercury and UV free

Heatsink Housing

Die-cast aluminum housing, lens frame and mounting arm

IESNA LM-79 & LM-80 Testing

RAB LED luminaires have been tested by an independent laboratory in accordance with IESNA LM-79 and LM-80, and have received the Department of Energy Lighting Facts label.

Input Watts

22

LEDs

18 Watt high performance LEDs

Mounting

Heavy-duty mounting arm with O ring seal & stainless steel screw

NEMA Type

7H x 6V Beam Spread

Patents

The FFLED18 design is protected by patents pending in the U.S., Canada, China, Taiwan and Mexico.

Reflector

Semi-specular anodized aluminum

Surge Protection

6 KV

Color:

Bronze

Weight:

4.8

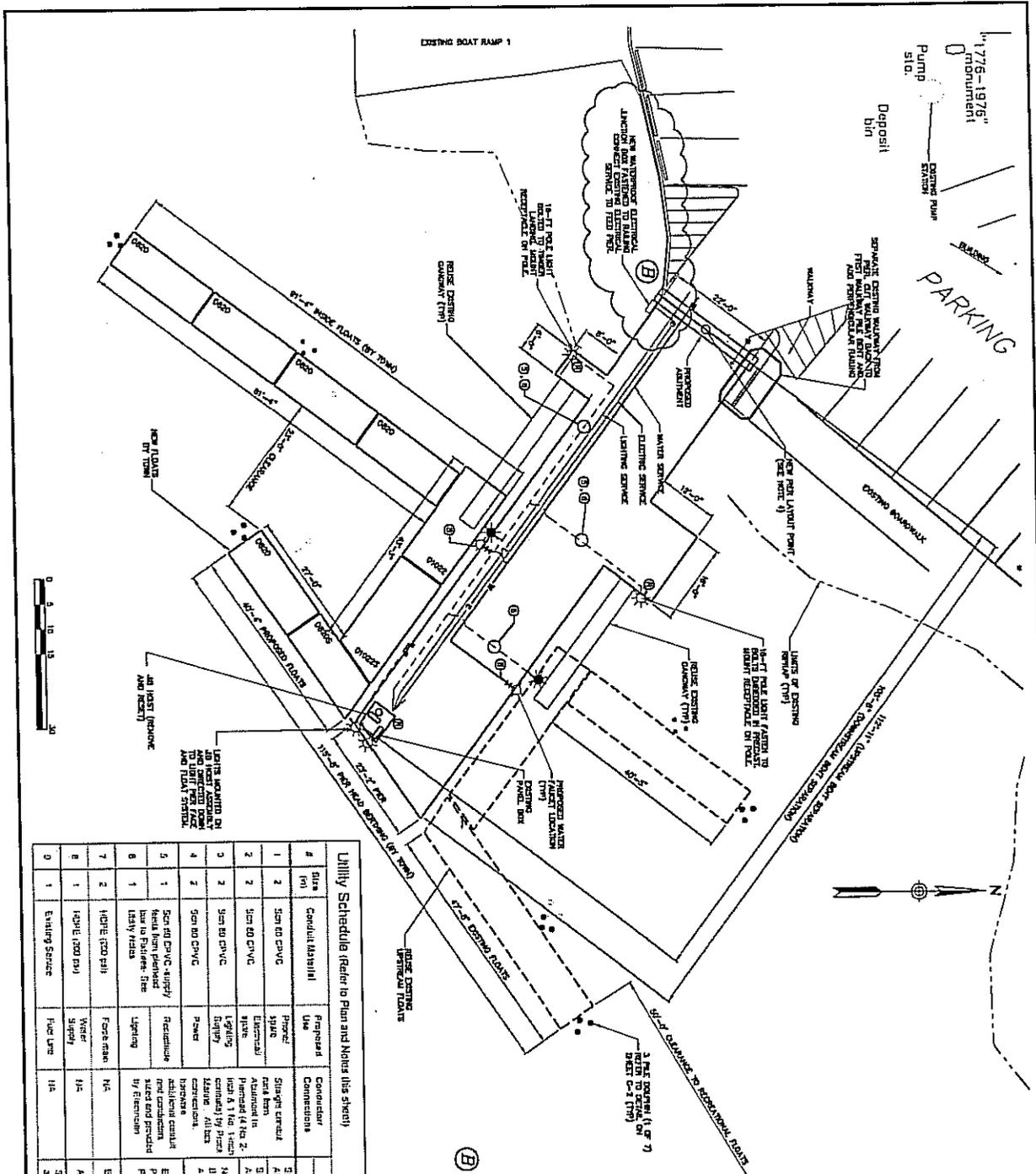
ORDERING INFORMATION

LED Lamp supplied with fixture	Total Watts	Lamp Type	Lamp Base	Ballast	Starting Amps/ Operating Amps				Input Watts	LAMP ANSI	Initial Lumens	Lamp Hours
					120V	208V	240V	277V				
	18	LED	Thermal	Constant Current	.4 A/.4 A	.4 A/.4 A	.4 A/.4 A	.4 A/.4 A	22.4	N/A	1524	50000

Factory Installed Options
 Add suffix to Catalog Number

Note: Specifications may change without notice

RAB Lighting, Inc. • 170 Ludlow Ave • Northvale, NJ 07647 • Tel: 888 RAB-1000 • Fax: 888 RAB-1232 • www.rabweb.com
 © 2011 RAB Lighting, Inc.



Utility Schedule (Refer to Plan and Notes (this sheet))

#	Size (in)	Conduit Material	Proposed Use	Connector	From	To	Notes
1	2	3/4" OD PVC	Power	Single conduit run from riser to riser	Street at Abutment	Future	
2	2	3/4" OD PVC	Electrical	Abutment (4 No. 2, 1 No. 1, 1 No. 2, 1 No. 1, 1 No. 2)	Street at Abutment	Future	
3	2	3/4" OD PVC	Lighting	Abutment (4 No. 2, 1 No. 1, 1 No. 2)	Street at Abutment	Future	
4	2	3/4" OD PVC	Power	Abutment (4 No. 2, 1 No. 1, 1 No. 2)	Street at Abutment	Future	
5	1	3/4" OD PVC	Water	Abutment (4 No. 2, 1 No. 1, 1 No. 2)	Street at Abutment	Future	
6	1	3/4" OD PVC	Lighting	Abutment (4 No. 2, 1 No. 1, 1 No. 2)	Street at Abutment	Future	
7	2	3/4" OD PVC	Power	Abutment (4 No. 2, 1 No. 1, 1 No. 2)	Street at Abutment	Future	
8	1	3/4" OD PVC	Water	Abutment (4 No. 2, 1 No. 1, 1 No. 2)	Street at Abutment	Future	
9	1	3/4" OD PVC	Lighting	Abutment (4 No. 2, 1 No. 1, 1 No. 2)	Street at Abutment	Future	

- UTILITY NOTES**
- ALL ELECTRICAL WORK SHALL COMPLY WITH THE LATEST EDITION OF NFPA 70, NATIONAL ELECTRICAL CODE.
 - ALL WATER AND SEWER SERVICE CONNECTIONS SHALL CONFORM TO STATE AND LOCAL CODES AND ORDINANCES.
 - A SEPARATE POWER AND LIGHTING SUBCONTRACT WILL BE AWARDED TO AN ELECTRICIAN FOR THE FOLLOWING WORK ITEMS. REFER TO SEPARATE SUB DOCUMENTS.
 - NEW JUNCTION BOX AT THE ABUTMENT TO CONNECT THE EXISTING UNDERGROUND SERVICE.
 - ALL WETTED LIGHTING FIXTURES, Poles AND RECEPTACLES REFER TO THIS PLAN AND BID DOCUMENTS.
 - CONDUIT, PIPING AND CONNECTION HARDWARE EXPANSION AND FITS, THE MAIN CONTRACT FOR PIER CONSTRUCTION DOES INCLUDE FINISH CONDUIT RUNS FROM THE ABUTMENT TO THE PIERHEAD (2 NO. 2 INCH & 1 NO. 1 INCH CONDUITS).
 - CODE COMPLIANT STAIRWAY AND SERVICE/VENTURE TESTING. ALL CONDUITS SHALL BE SIZED BY THE ELECTRICIAN FOR THE FIXTURES INSTALLED.

LEGEND

- 3/4" PIPING
- VERTICAL PIP
- GROUND PIP
- FUTURE PIP
- EXISTING PIP
- WATERLINE
- SEWER
- LIGHTING SERVICE
- LIGHTING
- SLOTTED
- HOSE NB AND WALK LIGHT ON 3/4" PIP
- LIGHT PIP (RIP OR PIP)
- RECEPTACLE
- CIRCULAR HOSE SINKING
- SLOTTED
- EXISTING SERVICE

WRIGHT-PIERCE
Engineering a Better Environment

PIER LAYOUT PLAN

DESIGNED BY: [Signature] DATE: 10/24/11
 DRAWN BY: [Signature] DATE: 10/24/11
 CHECKED BY: [Signature] DATE: 10/24/11
 SCALE: AS SHOWN

BAKER DESIGN CONSULTANTS
Civil, Marine, and Structural Engineering
11 King Street East Toronto, Ontario M5E 1B5 Tel: (416) 593-1111 Fax: (416) 593-1112

CONTRACT NO. 1007
SHEET NO. 5/23/10
REV. B

Electrical Bidders List

Maine Land Enterprises
698 Bath Road
Wiscasset, ME 04578
882-7882

Madore Electric
897 Middle Road
Dresden, ME 04342
737-8193

Stewart Electric
Attn: Chris Curtis
543 Middle Road
Dresden, ME 04342
737-9090

Midcoast Electric
P.O. Box 190
Woolwich, ME 04579
442-9855

Electric Works
123 State Road
West Bath, ME 04530
443-4290

H.R. Electric
7 Wood Pond Road
Brunswick, ME 04011
729-7104

Chris Curtis
Wiscasset

Sullivan and Merritt Constructors
Attn: Jim Huston
155 F Lewiston Road
Gray, ME 04039

Advertised in the Wiscasset, Lincoln and Boothbay papers.

04/15/2014 10:00 AM

106

Municipal Officers' Certification of Official Text of a Proposed Ordinance [30-A M.R.S.A. § 3002(2)]

To the Town Clerk of the Town of Wiscasset :

We hereby certify to you that the document to which we have affixed this certificate is a true copy of the official text of an ordinance entitled "Town of Wiscasset Fireworks Ordinance," which is to be presented to the voters for their consideration on December 13, 2011.

Pursuant to 30-A M.R.S.A. § 3002(2), you will retain this copy of the complete text of the ordinance as a public record and make other copies available for distribution to the voters, and you will ensure that copies are available at the town meeting/polling places on the day of the vote.

Dated: Nov 1, 2011.

Town Selectmen

[Notes: This form should be executed, and the ordinance and the form delivered to the Clerk, not less than seven days before the day of voting. See 30-A M.R.S.A. § 3002(2).

When voting is to be by secret ballot, municipal officers should endeavor to certify the ordinance text not later than the 45th day before the meeting. See 30-A M.R.S.A. § 2528(5). This would mean that all *developmental* hearings on the ordinance will have to be held before the 45th day before election day.

By law, no ordinance of any municipality subject to this subsection may be held invalid due to the municipality's failure to comply with this subsection unless the plaintiff is harmed or prejudiced by that failure. 30-A M.R.S.A. § 3002(2)(A).]

TOWN OF WISCASSET FIREWORKS ORDINANCE

12. FIREWORKS ORDINANCE

12.1 TITLE AND AUTHORITY

This ordinance shall be known as the “Town of Wiscasset Fireworks Ordinance.” It is adopted pursuant to the enabling provisions of the Maine Constitution, the provisions of 30-A M.R.S.A. § 3001, and the provisions of 8 M.R.S.A. § 223-A

12.2 DEFINITIONS IN ACCORDANCE WITH 8 M.R.S.A. § 221-A, SUBSECTION 1-A

Consumer Fireworks. “Consumer Fireworks” has the same meaning as in 27 Code of Federal Regulations, Section 555.11 or subsequent provision, but includes only products that are tested and certified by a third-party testing laboratory as conforming with United States Consumer Product Safety Commission standards, in accordance with 15 United States Code, Chapter 47. “Consumer Fireworks” does not include the following products:

- A. Missile-type rockets, as defined by the State Fire Marshal by rule;
- B. Helicopters and aerial spinners, as defined by the state Fire Marshal by rule; and
- C. Sky rockets and bottle rockets. For purposes of this paragraph, “sky rockets and bottle rockets” means cylindrical tubes containing not more than 20 grams of chemical composition, as defined by the State Fire Marshal by rule, with a wooden stick attached for guidance and stability that rise into the air upon ignition and that may produce a burst of color or sound at or near the height of flight.

Fireworks. “Fireworks” means any:

- A. Combustible or explosive composition or substance;
- B. Combination of explosive compositions or substances;
- C. Other article that was prepared for the purpose of producing a visible or audible effect by combustion, explosion, deflagration or detonation, including blank cartridges or toy cannons in which explosives are used, the type of balloon that requires fire underneath to propel it, firecrackers, torpedoes, skyrockets, roman candles, bombs, rockets, wheels, colored fires, fountains, mines, serpents and other fireworks of like construction;

- D. Fireworks containing any explosive or flammable compound;
or
- E. Tablets or other device containing any explosive substance or flammable compounds.

The term “Fireworks” does not include Consumer Fireworks or toy pistols, toy canes, toy guns or other devices in which paper caps or plastic caps containing 25/100 grains or less of explosive compound are used if they are constructed so that the hand cannot come in contact with the cap when in place for the explosion, toy pistol paper caps or plastic caps that contain less than 20/100 grains of explosive mixture, sparklers that do not contain magnesium chlorates or perchlorates or signal, antique or replica cannons if no projectile is fired.

12.3 SALES

- 12.3.1 The sale of Fireworks is prohibited.
- 12.3.2 The sale of Consumer Fireworks is permitted in the Rural and Commercial Districts along Route 1 from the Wiscasset/Woolwich town line to the southerly end of Flood Avenue.
 - 12.3.2.1 The sale of Consumer Fireworks shall occur only on a lot that is conforming as to lot size and on which retail sales are allowed under the Wiscasset Zoning Ordinance.
 - 12.3.2.2 The sale of Consumer Fireworks shall comply with all federal state and local laws, ordinances, rules and regulations.
 - 12.3.2.3 The sale of Consumer Fireworks requires a conditional use permit from the Wiscasset Planning Board under Article VIII, Site Plan Review; a business license from the Wiscasset Town Clerk under Article IX, Section 9, of the Ordinances of the Town of Wiscasset; and an annual license from the Board of Selectmen. The application for the annual license shall be on a form provided by the Town and require the payment of an application fee in an amount set by the Selectmen that will offset the Town’s processing and inspection costs. A public hearing shall be held for the first annual application and may be held for renewal applications. The Board of Selectmen shall issue a license if they find the applicant:

- 12.3.2.3.1 has not been convicted of a Class A, B or C crime;
- 12.3.2.3.2 has not, through the use of Fireworks, Consumer Fireworks or in any other way, created a danger to the general public; and
- 12.3.2.3.3 has complied with all federal, state and local laws, ordinances, rules and regulations.

12.4 USE PROHIBITED

12.4.1 No person or group of persons shall use, display, fire or cause to be exploded Fireworks, except in a fully permitted fireworks display.

12.4.2 No person shall use, display or cause to be exploded Consumer Fireworks, except in compliance with all federal, state and local laws, ordinances, rules and regulations. The use of Consumer Fireworks requires a permit from the Wiscasset Fire Chief or his or her designee on a form to be provided by the Fire Department. Application for a permit should be submitted at least seven (7) days prior to the discharge or use of the Consumer Fireworks. A permit must be obtained prior to discharge or use of the Consumer Fireworks. This permit at minimum shall include the name and address of the applicant, date of application, date of discharge, hours of discharge, location of discharge, written permission of landowner if location is not on land owned by applicant, plot plan showing area of discharge and signature of applicant. The Fire Chief or his or her designee shall issue a permit if it is found that the use will not create a fire danger, a danger to the persons at the location of the discharge, or a danger to the general public. A copy of the approved application shall be forwarded to the Wiscasset Police Department and Code Enforcement Office. The Selectmen shall establish a fee for the Consumer Fireworks use permit.

12.5 FIREWORKS DISPLAY

A Fireworks display requires a permit from the Maine Commissioner of Public Safety or his or her designee under the provisions of 8 M.R.S.A. §§ 221 – 237, and particularly section 227-A. The Fire Chief, or his or her designee, shall inspect the proposed display site at the time of the inspection conducted by a representative of the Maine Public Safety Department under 8 M.R.S.A. § 227-A(2). A Fireworks display shall comply with all federal, state and local laws, ordinances, rules and regulations.

12.6 CONDITIONS TO USE OR DISPLAY OF CONSUMER FIREWORKS

- 12.6.1 The Town assumes no liability for injuries that result from the use or display of Fireworks or Consumer Fireworks regardless of the status of a permit.
- 12.6.2 Consumer Fireworks cannot be used or displayed within 300 feet of any combustible structure or within 50 feet of overhead power lines.
- 12.6.3 Spectators may be no closer than 100 feet from the discharge point of Consumer Fireworks.
- 12.6.4 Permits issued for the use or display of Consumer Fireworks shall specifically identify and restrict the date, time, duration, location and direction (if restricted) of the fireworks discharge or display.
- 12.6.5 Any permit issued for the use or display of Consumer Fireworks may be denied or revoked by the Fire Chief or his or her designee where cause exists that environmental or any other condition should preclude such issuance.
- 12.6.6 It shall be unlawful for any person or firm to use or display Consumer Fireworks without providing for the cleanup and removal of all debris.
- 12.6.7 Any person using or displaying Fireworks or Consumer Fireworks must not consume alcohol, be under the influence of alcohol or be otherwise impaired while discharging the fireworks.
- 12.6.8 Means to extinguish any spot fires resulting from the use or display of Fireworks or Consumer Fireworks must be available. This includes fire extinguishers and garden hoses. Access to 9-1-1 must also be available during the use or display of Fireworks or Consumer Fireworks should an emergency arise.
- 12.6.9 A permit for Consumer Fireworks will not be issued if the forest fire danger is greater than a Class "3". A permit is issued for one day; alternative (rain) dates may be listed on the permit.

12.7 CIVIL PENALTIES

Whoever violates any of the provisions of the foregoing Sections shall be subject to a civil penalty of not less than five hundred dollars (\$500) per

occurrence and not more than twenty-five hundred dollars (\$2,500) per occurrence, plus attorney's fees and costs.

104

**NOTICE
TOWN OF WISCASSET
PUBLIC HEARING**

The Board of Selectmen will hold a public hearing on Tuesday, November 15th, 2011 in the Wiscasset Town Office Hearing Room at 7:00 p.m. to discuss the Special Town Meeting warrant articles to be voted by secret ballot on December 13th, 2011. Articles to be discussed include the proposed Fireworks Ordinance and joining the Maine Public Employees Retirement System.

Judith Colby, Chairman

Pamela Dunning, Selectman

David Nichols, Selectman

Edward Polewarczyk, Selectman

William Curtis, Selectman

Attest: _____

Time of Posting: _____

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

Wiscasset Library
Wiscasset Town Office

10 I



Leading the Way to a Brighter Future

Search

About / Contact / Documents / Links / FAQs / Qualified Partners / Glossary / Opportunities / Sitemap

At Home / At Work / Education / Professional Training / News & Events / In Your Community



Home > Maine PACE Loans > For Municipalities

At Home

Maine PACE Loans

- How it Works
- Apply Online
- For Municipalities

Home Energy Savings Program

Replacement Heating Equipment Program

Appliance Rebate Program

Renewable Energy Programs

Residential Lighting Program

Energy & Money Saving Tips

Program Information For Maine's Municipalities

Efficiency Maine is excited to be partnering with Maine's municipalities to provide attractive home energy improvement financing to your residents. Maine PACE Loans can deliver meaningful energy savings to homeowners seeking to make cost-effective home energy improvements. Efficiency Maine's financing, coupled with our appliance rebates and solar incentives can help residents save money, make valuable improvements to their property, and possibly increase the resale value of their home.

Here you will find:

- **Background information** on the Maine PACE law and the Home Energy Savings Program
- **Model PACE Ordinance** that municipal governments adopt if they want to provide Maine PACE financing to homeowners
- **Maine PACE Loans Brochure (PDF)**
- **Frequently Asked Questions (FAQs)** and answers about PACE

To get a PACE loan in Maine, a customer's property must be located in a municipality that has adopted a PACE ordinance. Unless and until a municipality adopts a PACE ordinance, the homeowner cannot obtain a PACE loan. Efficiency Maine has developed a Model PACE Ordinance on which towns can base their own ordinances. Click here for Model Ordinance, in which Efficiency Maine will administer the PACE program on behalf of the municipality. Click here for a Model Contract. Click here for the List of Municipalities (PDF) that have notified Efficiency Maine that they have passed a PACE Ordinance.

NEXT STEPS

Interested in having your community pass a PACE ordinance? Email Dana Fischer at dana.fischer@efficiencymaine.com or Peter Roehrig at peter.roehrig@efficiencymaine.com.

For municipalities that adopt ordinances using the town meeting approach, there can be a significant lag time between opportunities to adopt an ordinance. As such, it is important to place the PACE ordinance on your agenda as time permits.



Municipalities that have passed a PACE ordinance
and submitted an administrative contract to
Efficiency Maine as of 10-14-11.



- | | | |
|----------------------|-----------------------|----------------------|
| 1. Albion | 34. Freeport | 67. Randolph |
| 2. Alfred | 35. Gorham | 68. Richmond |
| 3. Anson | 36. Gray | 69. Rockland |
| 4. Arrowsic | 37. Hallowell | 70. Saco |
| 5. Arundel | 38. Hampden | 71. Sanford |
| 6. Auburn | 39. Harpswell | 72. Scarborough |
| 7. Augusta | 40. Herman | 73. Skowhegan |
| 8. Bangor | 41. Houlton | 74. Solon |
| 9. Bath | 42. Islesboro | 75. South Berwick |
| 10. Belfast | 43. Kennebunk | 76. South Portland |
| 11. Berwick | 44. Kennebunkport | 77. St Agatha |
| 12. Biddeford | 45. Lewiston | 78. Stockton Springs |
| 13. Blue Hill | 46. Lincoln | 79. Strong |
| 14. Bowdoinham | 47. Lincolnville | 80. Sumner |
| 15. Bradley | 48. Lisbon | 81. Surry |
| 16. Brewer | 49. Litchfield | 82. Thomaston |
| 17. Brooksville | 50. Manchester | 83. Thorndike |
| 18. Brunswick | 51. Mechanic Falls | 84. Topsham |
| 19. Bucksport | 52. Milford | 85. Unity |
| 20. Cape Elizabeth | 53. Monmouth | 86. Vassalboro |
| 21. Caribou | 54. Naples | 87. Vinalhaven |
| 22. Chebeague Island | 55. New Gloucester | 88. Waldoboro |
| 23. China | 56. North Berwick | 89. Waterboro |
| 24. Cumberland | 57. North Haven | 90. Waterville |
| 25. Dayton | 58. North Yarmouth | 91. West Bath |
| 26. Dover-Foxcroft | 59. Ogunquit | 92. Westbrook |
| 27. Eastport | 60. Old Orchard Beach | 93. Windham |
| 28. Eliot | 61. Old Town | 94. Winslow |
| 29. Ellsworth | 62. Orono | 95. Winthrop |
| 30. Fairfield | 63. Paris | 96. Yarmouth |
| 31. Falmouth | 64. Phippsburg | 97. York |
| 32. Fayette | 65. Portland | |
| 33. Fort Kent | 66. Presque Isle | |

If you do not see your town on the list, contact your municipal officials about passing a PACE ordinance and making PACE loans available locally. Efficiency Maine has all the materials to get started [here](#).

MODEL PROPERTY ASSESSED CLEAN ENERGY (PACE) ORDINANCE

Administration by the Efficiency Maine Trust

PROPERTY ASSESSED CLEAN ENERGY (PACE) ORDINANCE.

PREAMBLE

WHEREAS, the 124th Maine Legislature has enacted Public Law 2009, Chapter 591, “An Act to Increase the Affordability of Clean Energy for Homeowners and Businesses,” also known as “the Property Assessed Clean Energy Act” or “the PACE Act”; and

WHEREAS, that Act authorizes a municipality that has adopted a Property Assessed Clean Energy (“PACE”) Ordinance to establish a PACE program so that owners of qualifying property can access financing for energy saving improvements to their properties located in the City/Town, financed by funds awarded to the Efficiency Maine Trust under the Federal Energy Efficiency and Conservation Block Grant (EECBG) Program and by other funds available for this purpose, and to enter into a contract with the Trust to administer functions of its PACE program; and

WHEREAS, the Municipality wishes to establish a PACE program; and

NOW THEREFORE, the Municipality hereby enacts the following Ordinance:

ARTICLE I - PURPOSE AND ENABLING LEGISLATION

§ XX-1 Purpose

By and through this Chapter, the City of/Town of _____ declares as its public purpose the establishment of a municipal program to enable its citizens to participate in a Property Assessed Clean Energy (“PACE”) program so that owners of qualifying property can access financing for energy saving improvements to their properties located in the City/Town. The City/Town declares its purpose and the provisions of this Chapter/Ordinance to be in conformity with federal and State laws.

§ XX-2 Enabling Legislation

The City/Town enacts this Chapter/Ordinance pursuant to Public Law 2009, Chapter 591 of the 124th Maine State Legislature -- “An Act To Increase the Affordability of Clean Energy for Homeowners and Businesses,” also known as “the Property Assessed Clean Energy Act” or “the PACE Act” (codified at 35-A M.R.S.A. § 10151, *et seq.*).

ARTICLE II - TITLE AND DEFINITIONS

§ XX-3 Title

This Chapter/Ordinance shall be known and may be cited as “the City/Town of _____ Property Assessed Clean Energy (PACE) Ordinance” (the “Ordinance”).”

§ XX-4 Definitions

Except as specifically defined below, words and phrases used in this Chapter/Ordinance shall have their customary meanings; as used in this Chapter/Ordinance, the following words and phrases shall have the meanings indicated:

1. **Energy saving improvement.** “Energy saving improvement” means an improvement to qualifying property that is new and permanently affixed to qualifying property and that:

A. Will result in increased energy efficiency and substantially reduced energy use and:

(1) Meets or exceeds applicable United States Environmental Protection Agency and United States Department of Energy Energy Star program or similar energy efficiency standards established or approved by the Trust; or

(2) Involves air sealing, insulating, and other energy efficiency improvements of residential, commercial or industrial property in a manner approved by the Trust; or

B. Involves a renewable energy installation or an electric thermal storage system that meets or exceeds standards established or approved by the trust.

2. **Municipality.** “Municipality” shall mean the City/Town of _____

3. **PACE agreement.** “Pace agreement” means an agreement between the owner of qualifying property and the Trust that authorizes the creation of a PACE mortgage on qualifying property and that is approved in writing by all owners of the qualifying property at the time of the agreement, other than mortgage holders.

4. **PACE assessment.** “PACE assessment” means an assessment made against qualifying property to repay a PACE loan.

5. **PACE district.** “Pace district” means the area within which the Municipality establishes a PACE program hereunder, which is all that area within the Municipality’s boundaries.

6. **PACE loan.** “PACE loan” means a loan, secured by a PACE mortgage, made to the owner(s) of a qualifying property pursuant to a PACE program to fund energy saving improvements.

7. **PACE mortgage.** “PACE mortgage” means a mortgage securing a loan made pursuant to a PACE program to fund energy saving improvements on qualifying property.

8. **PACE program.** “PACE program” means a program established under State statute by the Trust or a municipality under which property owners can finance energy savings improvements on qualifying property.

9. **Qualifying property.** “Qualifying property” means real property located in the PACE district of the Municipality.

10. **Renewable energy installation.** “Renewable energy installation” means a fixture, product, system, device or interacting group of devices installed behind the meter at a qualifying property, or on contiguous property under common ownership, that produces energy or heat from renewable sources, including, but not limited to, photovoltaic systems, solar thermal systems, biomass systems, landfill gas to energy systems, geothermal systems, wind systems, wood pellet systems and any other systems eligible for funding under federal Qualified Energy Conservation Bonds or federal Clean Renewable Energy Bonds.

11. **Trust.** “Trust” means the Efficiency Maine Trust established in 35-A M.R.S.A. § 10103 and/or its agent(s), if any.

ARTICLE III - PACE PROGRAM

1. **Establishment; funding.** The Municipality hereby establishes a PACE program allowing owners of qualifying property located in the PACE district who so choose to access financing for energy saving improvements to their property through PACE loans administered by the Trust or its agent. PACE loan funds are available from the Trust in municipalities that 1) adopt a PACE Ordinance, 2) adopt and implement a local public outreach and education plan, 3) enter into a PACE administration contract with the Trust to establish the terms and conditions of the Trust’s administration of the municipality’s PACE program, and 4) agree to assist and cooperate with the Trust in its administration of the municipality’s PACE program.

2. **Amendment to PACE program.** In addition, the Municipality may from time to time amend this Ordinance to use any other funding sources made available to it or appropriated by it for the express purpose of its PACE program, and the Municipality shall be responsible for administration of loans made from those other funding sources.

ARTICLE IV – CONFORMITY WITH THE REQUIREMENTS OF THE TRUST

1. Standards adopted; Rules promulgated; model documents. If the Trust adopts standards, promulgates rules, or establishes model documents subsequent to the Municipality's adoption of this Ordinance and those standards, rules or model documents substantially conflict with this Ordinance, the Municipality shall take necessary steps to conform this Ordinance and its PACE program to those standards, rules, or model documents.

ARTICLE V – PROGRAM ADMINISTRATION; MUNICIPAL LIABILITY

1. Program Administration

A. PACE Administration Contract. Pursuant to 35-A M.R.S.A. §10154(2)(A)(2) and (B), the Municipality will enter into a PACE administration contract with the Trust to administer the functions of the PACE program for the Municipality. The PACE administration contract with the Trust will establish the administration of the PACE program including, without limitation, that:

- i. the Trust will enter into PACE agreements with owners of qualifying property in the Municipality's PACE district;
- ii. the Trust, or its agent, will create and record a Notice of the PACE agreement in the appropriate County Registry of Deeds to create a PACE mortgage;
- iii. the Trust, or its agent, will disburse the PACE loan to the property owner;
- iv. the Trust, or its agent, will send PACE assessment statements with payment deadlines to the property owner;
- v. the Trust, or its agent, will be responsible for collection of the PACE assessments;
- vi. the Trust, or its agent, will record any lien, if needed, due to nonpayment of the assessment;
- vii. the Trust or its agent on behalf of the Municipality, promptly shall record the discharges of PACE mortgages upon full payment of the PACE loan.

B. Adoption of Education and Outreach Program. In conjunction with adopting this Ordinance, the Municipality shall adopt and implement an education and outreach program so that citizens of the Municipality are made aware of home energy saving opportunities, including the opportunity to finance energy saving improvements with a PACE loan.

C. Assistance and Cooperation. The Municipality will assist and cooperate with the Trust in its administration of the Municipality's PACE program.

D. Assessments Not a Tax. PACE assessments do not constitute a tax but may be assessed and collected by the Trust in any manner determined by the Trust and consistent with applicable law.

2. Liability of Municipal Officials; Liability of Municipality

A. Notwithstanding any other provision of law to the contrary, municipal officers and municipal officials, including, without limitation, tax assessors and tax collectors, are not personally liable to the Trust or to any other person for claims, of whatever kind or nature, under or related to a PACE program, including, without limitation, claims for or related to uncollected PACE assessments.

B. Other than the fulfillment of its obligations specified in a PACE administration contract with the Trust entered into under Article V, §1(A) above, a municipality has no liability to a property owner for or related to energy savings improvements financed under a PACE program.



Town of Wiscasset

Community Marquis Policy

10 J.

Purpose: The Town of Wiscasset provides a community space for the display and dissemination of materials for community activities and events as well as public service notices of community interest.

The community marquis may be used for posting the following types of information in the order of priority:

1. Materials from the Town of Wiscasset.
2. Postings of forthcoming events or activities of other governmental agencies pertaining to services provided by the government to citizens.
3. Postings of forthcoming or continuing educational, social, civic, charitable, cultural, or recreational activities.

Posting Guidelines

The following applies to all public bulletin boards or other areas used for public displays:

1. All items must be reviewed and posted by the Town Manager's Administrative staff..
2. Due to limited display space, the Town reserves the right to restrict the availability of the sign.
3. Posting of materials does not imply Town endorsement or consent; nor will the Town accept responsibility for the accuracy of the statements made in such materials.

11 B.

Public Notice for November 14, 2011 Meeting

The Towns of Wiscasset and Edgecomb
Joined by staff from the Maine DOT
Will Hold a Joint Workshop for their Boards of Selectmen
To set a bi-community vision and non-bypass goals to address US Route 1 traffic
delays and safety concerns in Wiscasset/Edgecomb
On November 14, 2011
At the Chewonki Foundation,
485 Chewonki Neck Road in Wiscasset
From 6 p.m.- 8 p.m.