

WISCASSET BOARD OF SELECTMEN,
BOARD OF ASSESSORS AND OVERSEERS OF THE POOR
MAY 1, 2012

Preliminary Minutes
meeting

Tape-recorded

Present: Chair Judy Colby, Bill Curtis, Pam Dunning, Vice Chair David Nichols, Ed Polewarczyk and Town Manager Laurie Smith

1. Call to order

Chair Judy Colby called the meeting to order at 6 p.m.

2. Executive Session regarding economic development

Judy Colby moved that the Board of Selectmen go into executive session pursuant to 1 M.R.S.A. §405(6)(C) to discuss economic development at Mason Station properties. Vote 5-0-0.

Pam Dunning moved to come out of executive session. Vote 5-0-0.

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

4. Approval of Treasurer's Warrant: April 24, 2012 and May 1, 2012

Judy Colby moved to approve the Treasurer's Warrant of April 24, 2012. Vote 4-1-0. Pam Dunning moved to approve the Treasurer's Warrant of May 1, 2012. Vote 5-0-0.

5. Approval of Minutes: April 17, 2012 and April 24, 2012

Ed Polewarczyk moved to approve the minutes of April 17, 2012. Vote 5-0-0. Ed Polewarczyk moved to approve the minutes of April 24, 2012. Vote 5-0-0.

6. Special Presentations or Awards

A. Business Recognition Award for Roy Farmer

Town Manager Laurie Smith related Roy Farmer's long experience in insurance and real estate in the town of Wiscasset and listed the many local, county and state offices he has held as well as various awards he has received. Judy Colby presented Mr. Farmer with a plaque, a Business Recognition Award, in recognition of 59 years of business in Wiscasset, as a valuable member of the community and an important economic contributor to the Town of Wiscasset. Mr. Farmer thanked the board for the honor.

8. Public Comment

Linda Bleile, principal of the Wiscasset Middle School, thanked the board for its contribution toward the expense of sending students to the International Odyssey of the Mind competition in Iowa.

9. Department Head or Committee Chair Report

A. Ed Polewarczyk Presentation on Wiscasset Schools

Polewarczyk gave a power point presentation on a comparison of the costs of the Wiscasset school system as both a member and non-member of RSU 12. Current cost of the Wiscasset schools is approximately \$9 million; Wiscasset contributes \$6.2 million and

the RSU contribution is \$2.8 million. He described various scenarios involving the loss of tuition students, reduction in state subsidy, and loss of RSU contributions. For example, if Wiscasset withdrew from the RSU, costs during the 2012-2013 school year would increase, raising the taxes on a property valued at \$150,000 by \$522. He addressed the closing of the middle school estimating that taxes would decrease by \$187.

Polewarczyk said Wiscasset had the alternative of joining another RSU, which would present the existing issues; or joining an AOS, which would provide local control and could reduce some costs, but there would be no incentive for an AOS to accept Wiscasset. In summary, he said withdrawal from RSU 12 will likely result in a significant increase in property taxes. He asked that the following points be considered: Selection of Wiscasset RSU School Board members, taxes, selection of Withdrawal Committee members, Withdrawal Committee expenses, and electing local School Board members. He encouraged residents to vote on June 12.

Doug Smith, Chair of WERP, said Wiscasset pays 35% of the RSU costs regardless of the number of students and with no offset from tuition students from Westport and Alna. Wiscasset pays not only the cost to educate its students but also a fixed percentage of total operation of the RSU and every other town's expenses. Wiscasset now has 24% of the students in the RSU. He said the only way to know what it would cost Wiscasset to withdraw from the RSU would be to hire a qualified accountant. He added that Westport would be voting on withdrawal from the RSU, which, the superintendent of RSU 12 said, would create a significant fiscal challenge to overcome and one that the RSU cannot afford without major additional cuts to the system's budget. This would likely affect the ability to maintain current program and staff. He said the superintendent, assistant superintendent and some board members had resigned from RSU 12. He added that WERP had met with AOS 98 (Boothbay, Boothbay Harbor, Edgecomb, Southport and Georgetown) to discuss the possibility of Wiscasset joining the AOS. Wiscasset would have its own school system and would share, 32% based on student count, in the central staff support budget.

In response to Judy Colby's question, Smith said that Wiscasset's share of the superintendent's budget of \$680,000 would be 35%. Hilary Holm, Chair of the RSU Board, disagreed with Smith, stating that Wiscasset pays only 25% of the total expenses, but 35% of local dollars are required from Wiscasset in order to get state subsidy, and local additional dollars are needed for total revenue for the budget. The state subsidy amounts to \$10 million. Wiscasset pays 35% of the local cost and 25% of the total budget.

Kim Andersson, RSU representative, explained that the 70% for education on the property tax bill gave the wrong impression, as the real number was 48%. The difference was the result in the way the overlay was applied but no explanation had been given to taxpayers. Laurie Smith explained that the change had been made public and is required by the state to calculate what the state's share of revenue is to help lower taxes. The tax commitment minus revenues equals the amount needed from the taxpayers; however, the figures shown on the tax bill represent the percentage of the total amount required for education without taking into account municipal revenues.

B. Misty Gorski to give update regarding Ordinance Review Committee work priority list

Gorski listed the ordinances currently being worked on by the ORC and the status of each. In order of priority, the ORC is working on the Site Plan Review and Subdivision ordinances, which are mostly complete; Article I, Town Officials; Article II Building Laws; Sign Ordinance; Land Use Performance Standards; and Future Land Use Plan/New Zoning Districts. Pam Dunning thanked the ORC for sending the list to the Board so that any future assignments to the ORC can be prioritized. Laurie Smith thanked Gorski for working with the ORC so that the list could be developed. She asked that the Adult Entertainment Ordinance be discussed at this point.

Ed Polewarczyk moved to modify the agenda to take up Discussion of the Adult Entertainment Ordinance (Item 11F).I Vote 5-0-0.

A sample Adult Entertainment ordinance had been given to the board as well as information from the MMA website regarding how other municipalities had been dealing with the issue. She asked the board for feedback, whether the ordinance should be given to the ORC and if so, what the priority should be. Pam Dunning said the ordinance should cover other activities such as the topless carwash on Route 1 last summer. The board will provide feedback from the community on priority for this ordinance at the next meeting and Gorski will discuss the ordinance with the ORC and develop a list of questions for the board to determine what direction the ordinance should take. Judy Colby suggested considering a moratorium until an ordinance could be adopted. **Judy Colby moved to accept the Ordinance Review Committee's priority list. Vote 5-0-0.**

C. Misty Gorski to give presentation on draft Bath Road Master Plan in cooperation with Maine DOT

Gorski and Laurie Smith had spoken with the DOT on drafting a comprehensive Bath Road master plan to deal with traffic issues on Bath Road following the decision to cancel the bypass planning. Bath Road is considered by the town as a priority for economic growth and commercial development. The DOT considers Bath Road as an area where traffic flow and efficiency can be increased. The master plan can assist the town in collaboration with DOT to build out to its full capacity without causing traffic issues and in an effort to alleviate high impact fees that are associated with development of this corridor.

Funding for the master plan development will be provided to the Lincoln County Regional Planning Commission from Maine DOT under the contract LCRPC has with DOT. The plan will include traffic assessments, future build-out capacity, landscape and corridor enhancements, and financial and implementation strategies. The steering committee will consist of two Route 1 business owners, one Route 1 resident, the Town Planner, a public safety representative, Wiscasset Transportation Committee representative, a selectman, a representative of MDOT and bicycle/pedestrian advocates. Selection of the committee members will take place after the Town and MDOT sign a contract.

10. Unfinished Business

A. Informational sheet for voters regarding RSU 12 withdrawal

Item was previously tabled and no action was taken.

11. New Business

A. Set date for the Annual Town Warrant Public Hearing

Judy Colby moved to set the date for the Annual Town Warrant Public Hearing for Tuesday, May 22 at 7 p.m. Vote 5-0-0. The public hearing will be held in the Municipal Meeting Room at Town Hall.

B. First Congregational Church of Wiscasset request of Town Common use for "Summerfest" 2012 and road closure

Ed Polewarczyk moved to approve the use of the Town Common for "Summerfest" on Saturday, July 28, 2012 and to authorize the closure of the road between the Court House and the First Congregational Church of Wiscasset on Saturday, July 28, 2012 from 7 a.m. until 4 p.m. Vote 5-0-0.

C. Open Land Bid for Tax Map R-04, Lot 27

Two bids were received as follows:

Robert Blagden \$9,200.00 (\$920 deposit)

Greg's Used Cars and Service \$3,642.57 (\$400 deposit)

Judy Colby moved to sell Tax Map R-04, Lot 27 to the highest bidder, Robert Blagden. Vote 5-0-0.

D. Discussion and approval of pier vendors

In response to Pam Dunning's question, Judy Colby said that the Waterfront Committee had approved the three vendors and she assumed that electrical capacity on the pier had been taken into consideration.

Pam Dunning moved to approve Robert Jones and Ridgeback Pottery as a vendor on the Creamery Pier. Vote 5-0-0.

Pam Dunning moved to approve Amanda Rithman and Mainer's Snack Shack as a vendor on the Creamery Pier. Ed Polewarczyk moved to amend the motion by making approval contingent upon receipt of proof of insurance and license. Vote 5-0-0. Vote on motion as amended 5-0-0.

Norm Guidoboni recommended that the parking area be striped and that there be a time limit for parking.

Judy Colby moved to approve Ronald L. Leeman and Forgotten Recipes as a vendor on the Creamery Pier. Pam Dunning said the applicant had requested permission for a 14' structure resembling a lighthouse next to his shop. CEO Rick Lang said he had informed Mr. Leeman of the height restriction of 10 feet. Vote 5-0-0.

E. Annual adoption of Treasurer Disbursement Policy

The last sentence of the Section III, C was changed to: The tax collector/treasurer shall verify that the proper balance is being paid.

Judy Colby moved to adopt the attached Treasurer Disbursement Policy with corrections. Vote 5-0-0.

12. Town Manager's Report

Laurie Smith reminded the board of the Storm Surge Workshop on May 3 at 5:30 p.m.

A letter had been received from the union regarding negotiations and June 11, 12, and 13 had been suggested. **Judy Colby moved that the board request that no negotiations take place until after the June election. Vote 5-0-0.**

Smith said applications for the Harbormaster position had been received. Bill Curtis and David Nichols volunteered to help with the interview process.

13. Other Board Business - none

14. Adjournment

At 8:45 p.m., David Nichols moved to adjourn the meeting. **Vote 5-0-0.**

**Town of Wiscasset, Maine
Policy Regarding Check Disbursement Prior
To Expenditure Warrant Approval**

I. Purpose

The purpose of this policy is to allow for prompt payments of the obligations of the Town of Wiscasset by the Town Treasurer, and to allow for timely payment of bills submitted to the town, and for cash purchases by town staff prior to issuance of an expense warrant.

II. Scope

This policy is approved by the Board of Selectmen and applies to the Town Treasurer. It empowers the Treasurer to distribute certain funds prior to expenditure warrant approval. It is the policy of the Town of Wiscasset that all expenditures of town funds receive written approval of the Board of Selectmen

pursuant to MRSA 30-A § 5803. This policy is additional to, not in lieu of, majority power. Nothing in this policy is intended to replace the authority of the full board of municipal officers, acting by majority vote, to act on any treasurer's warrant, including warrants for wages and benefits. The Treasurer shall prepare a

written warrant for signature to be presented at the regular Selectmen's meeting.

III. Permitted Disbursements Prior to Warrant Approval

The following expenditures may be made by the Treasurer of Wiscasset upon review and approval by any member of the Board of Selectmen, prior to final approval and signature on the Expenditure Warrant by

the majority of Board of Selectmen. The Chair will be designated the responsibility of assuring the review will occur in a timely manner.

A. Town Employee Payroll paid on a weekly schedule on Wednesdays, including reimbursement for expenditures, mileage less than \$500.

B. Payments to RSU #12 as obligated to be paid pursuant to the RSU Agreement.

C. Payment of state funds collected by the agent for the Bureau of Motor Vehicles, the Department of Inland Fisheries and Wildlife, State Animal Welfare Department, plumbing fees, and concealed weapon permit fees. Such funds are not considered municipal funds, though they are co-mingled with the town's checking account. The tax collector/treasurer shall verify that the proper balance is being paid.

D. Payroll Taxes.

E. Automatically deducted bank charges.

IV. Deadline for bill submission

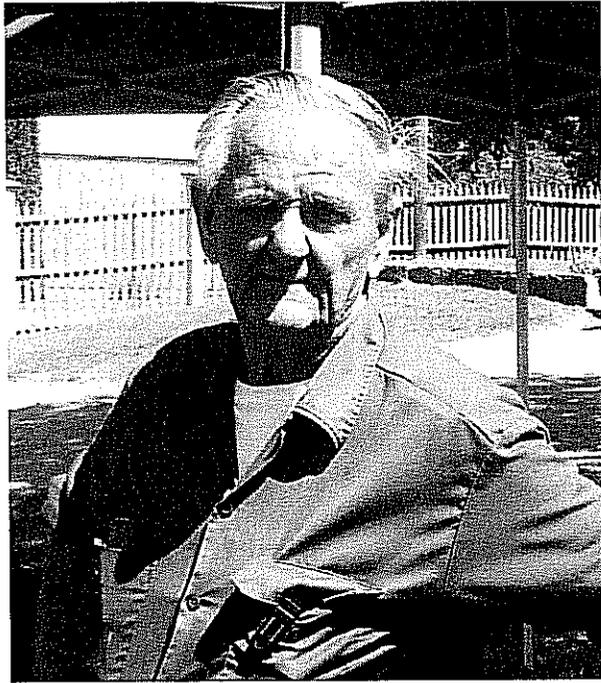
To be considered for payment on the next expenditure warrant, bills for payment must be received by the Treasurer of Wiscasset at least two working days prior to the scheduled meeting of the Board of Selectmen at which an expenditure warrant signing is scheduled. The Treasurer may, at his discretion, present vouchers for payment after the deadline when time permits, or doing so in the best interest of the town.

Approved by the Board of Selectmen on May 1, 2012

V. Term

This policy is effective for one year after its adoption, if not sooner amended or cancelled.

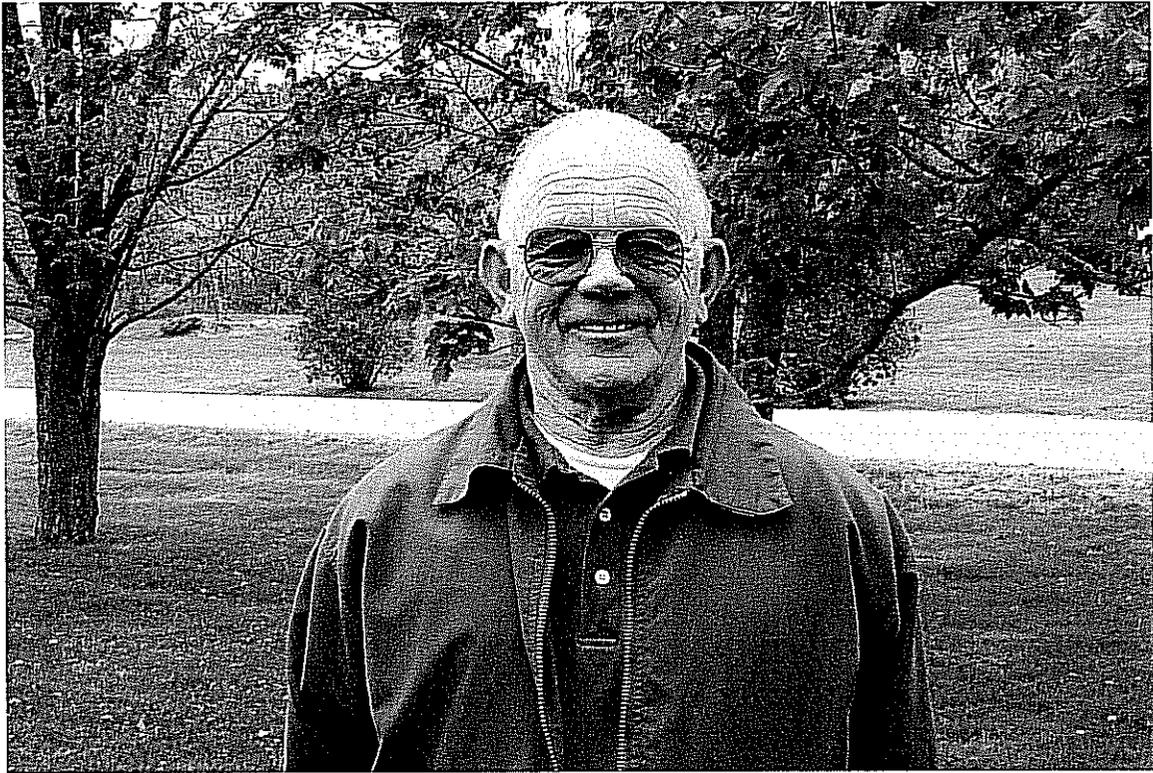
This year's Town Report is dedicated to two local men; one who has recently passed but is not forgotten for his good deeds, and the other who is still actively serving his community. The Town of Wiscasset would like to offer a communal "thank you" to both.



Dedication

Local resident, Arthur V. Reed, passed away on July 21, 2011 at the age of 78. Arthur was born in Edgecomb, and in 1954 entered the Army, serving the country during the Korean Conflict. He was active in community affairs and was a long time town employee, retiring in 1994 as Supervisor of the Wastewater Treatment Plant. Arthur also served on the Wiscasset Fire Department for 18 years. In addition, Arthur was a member of the Bradford-Sortwell-Wright Legion Post No. 54 for five years. He ran a shop at his home repairing small engines and other equipment and was the “fixer of everyone’s lawn mowers and snow blowers in the Town of Wiscasset”. He could repair or make anything that a person might want and was always willing to assist anyone in need.

Arthur’s kindness and dedication was evidenced at the graveside service, which was attended by so many of his friends and family. He is missed and leaves many townspeople with heavy hearts.



Robert Fairfield

This year's town report is dedicated to Robert C. Fairfield, a long time resident of Wiscasset. Every town has its large noteworthy personalities, who often do noteworthy and sometimes wonderful things. However, no less important are the smaller, quieter contributors. Most often, it takes many years before that person is recognized for the good they do. In some instances not until after they have died. Wiscasset selectmen choose to honor Bob for his service to the town and the people of Wiscasset while he lives.

Bob is small in stature but big in heart. He is a quiet man, one that never misses an opportunity to greet everyone he meets with a hand shake and a smile. He moved to Wiscasset at the age of 10, and since that time has not strayed far from the town he has devoted his life to. He is a 1950 graduate of Wiscasset Academy, served in the U.S. Army during the Korean Conflict, came home from the service, and married Kathleen "Kay" Bronson. The couple had four children, Robert, Jr.; Gary; Peter; and Kandy.

Bob is well known around town for his good nature and good cooking. Bob is a chef, having been a businessman and restaurateur in town over 50 years. Many people have enjoyed his cooking and his personality. He opened his first restaurant on Water Street, "The Homestead Restaurant" in the mid 1950s. He later owned and operated the Quik Stop on the Gardiner Road. He and his late wife, Kay, owned and operated the Village Café next door to the Quik Stop, and later the Fairfield Restaurant on Route One. After retiring from the restaurant business, Bob cooked and delivered Meals on Wheels to people in the area. He jokes about still having a business in Wiscasset, "Bob's What Not Shop" on the Gardiner Road.

Apparently Bob never learned to say "No". Whenever he is asked to serve or to provide a service, his answer is always yes. His volunteer service to town includes serving on the Ordinance Review Committee, Planning Board, and Budget Committee, and was elected twice to the Board of Selectmen.

At the age of 80, he shows no signs of slowing down. He is a member of the Huntoon Grange, Wiscasset Senior Citizens, and Wiscasset American Legion Post, and was appointed as the National Vice Chairman of the Homeland Security Commission for the American Legion National Organization for the past two years. He was recently elected Vice President of the Wiscasset Lions, and has been a member of the Masons for over 40 years.

The town of Wiscasset takes this opportunity to thank Bob for the many selfless contributions he has made to this community over the years, and for the many happy memories he has given, and continues to give, to the citizens of Wiscasset.



Town of Wiscasset

Two Bridges Programs and Providers

- Bible Study – 2.5 years (Bible Study has been offered by a retired pastor)
- Library – 3 years
- Math – 2 years
- Health Nurse – 2 years
- One on one recovery classes – 5 years
- Jehovah's witness – 5 yers
- Music – 2 years
- Literacy Volunteers – 5 years
- Adult Education – 3 months
- Card Making – 3 years
- Quilting Classes – 3 years
- Yoga – 2 years
- Parenting Classes – 3 years
- Nutrition – 3 years
- Domestic Violence – 2 years
- Religious Services – 5 years

CERTIFICATE OF APPOINTMENT and APPROVAL
(Title 30, M.R.S.A. 2253)

MUNICIPALITY OF WISCASSET

To **CHRISTINE WOLFE**, resident of Dresden, in the County of Lincoln,
and State of Maine: There being a vacancy in the position of **WARDEN**, the
deputy town clerk of the Municipality of Wiscasset does, in accordance with
the provisions of the laws of the State of Maine and with the approval of
the Board of Selectmen signed below, hereby appoint you as **WARDEN** within
and for the Municipality of Wiscasset, such appointment to be effective
June 12th , 2012.

Given under our hand this 15th day of May, 2012.

STATE OF MAINE
COUNTY OF LINCOLN, ss

_____, 20__.

Personally appeared the above named **CHRISTINE WOLFE** who has been duly appointed
by the Selectmen as **WARDEN** in said Municipality, and took oath necessary to qualify him
to discharge said duties for the term specified above according to law.

Before me,

Municipal Clerk



Office of Planning & Codes

TO: Wiscasset Board of Selectmen
FROM: Misty Gorski, Town Planner
DATE: May 9, 2012
SUBJECT: Koehling Property Update

Beginning in August of 2010, in partnership with the Department of Environmental Protection (DEP) and GEI Consultants, the Town began a thorough investigation of the of 215 Gardiner Road, also known as the Koehling Property. A Phase I Environmental Site Assessment was conducted on the property which identified environmental risks associated with the property. A Phase II Environmental Site Assessment was completed in December of 2010 following a joint cleanup effort with DEP to address all identified contamination on the property. The Phase II report evaluated the remediated site and made several recommendations regarding future use of the property. As part of the recommendations, the environmental concerns associated with the house were dealt with and the house was part of a controlled burn. Remains from the house were properly disposed of leaving only the foundation slab. The following recommendations are remaining items that would need to be addressed before the property is to be developed:

- 1) Construction of buildings on the Site should include a vapor barrier to prevent migration of petroleum-impacted soil gas into the structure.
- 2) A soil management plan should be developed in the event petroleum-impacts soils are encountered during future development or other activities on the Site. The management plan should include provisions for identification, proper management and disposal of petroleum-impacted soils.
- 3) An environmental covenant should be recorded on the Site property deed which prohibits the installation of groundwater supply wells and notifies future owners or operators of the presence of petroleum-impacted soils, groundwater and soil gas, at a minimum.

On April 30th, Laurie Smith, Rick Lang and I met with Brian Beneski from DEP and Todd Coffin from GEI to discuss the current status of the Koehling property and better understand the requirements for redeveloping this parcel. In order for the property to be redeveloped, a soil management plan would need to be prepared. This plan would outline the necessary steps required in the event any earth work conducted on the property were to reveal further petroleum contamination. The management plan is purely for informational purposes to ensure any party that is working on the site understands the soil was contaminated before and that there is always a possibility they could uncover more, even though DEP feels the contamination on the site has been cleaned up. This is a common practice with remediated brownfield sites to ensure all parties involved with the property after the clean-up understand the history of the site and appropriate actions to take in the rare event an issue should arise.

Additionally, DEP requests that covenants be placed in the deed acknowledging the contamination has taken place on the site, any future development would require the foundation to have a vapor barrier, and there is a restriction from using groundwater on the site because of the contamination. This is another common practice with the redevelopment of brownfield sites and is required to ensure that all restrictions on the property are carried forward with the deed, further ensuring all future parties involved with the Site are aware of these matters.

DEP has also recommended the future owner of the parcel consider entering their Voluntary Response Action Program (VRAP). As part of this program DEP provides a letter to the landowner acknowledging the property has been cleaned up to their standard and they agree to take no further action. Participating in this program is sometimes required by lending agencies to ensure DEP has addressed any issues with the property and there are no additional concerns needing to be addressed. In a way, participating in VRAP provides some security to the property owner by providing protection from DEP enforcement actions. The process requires a \$500 application fee and an updated Phase I site assessment report. The rules regarding what constitutes an updated assessment report deem our assessments on the property outdated by their standards and would require an updated report stating nothing has occurred on the property since the last report was conducted. I have spoken with Todd Coffin at GEI and he would be able to assist the Town with completing this requirement, as well as the Soil Management Plan. If the Town wished to utilize his assistance with these matters, his fees are estimated to be around \$750 to complete those tasks. Preparation of a soil management plan and deed covenants are required in order to participate in the VRAP program.

I have spoken with Mike Smith regarding our conversations with DEP and GEI, explaining their belief there would be no issues with redeveloping the property so long as the above actions are taken. Mr. Smith remains reserved about redeveloping the site based on information he received from a Wiscasset resident regarding potential contamination under the foundation due to an old pit used for working on the underside of cars. I spoke with DEP and GEI about this concern and they believe that through their assessments of the Site they found no indication of a concern under the foundation. I visited the site on May 3rd with CEO, Rick Lang, to inspect the foundation for the alleged pit. It does appear there may have been a pit present that was filled in with sand and capped with concrete as part of the foundation. If there are concerns there may be contamination under this pit, DEP has offered to work with the Town to take samples from this area. It would be up to the Town to determine if this is an action they wish to take.

At this point, the Town has two options. The first would be to just sell the property as is and require the new owner to hire someone to complete a soil management plan, have the deed amended to reflect the environmental covenants, update the assessment report, and enter the VRAP program on their own. Considering these additional tasks required prior to development of the property, and the lack of history working with DEP on the site, there may be some hesitation from potential buyers to pursue purchasing the property at the Town's determined price. The Town's second option would be to work with GEI to complete the soil management report and updated assessment, enter the VRAP program in the Town's name, and have the covenants added to the deed by our attorney (a copy of the model covenants, provided by DEP, are enclosed). In doing these additional steps, the Town has taken the burden away from any

prospective buyer, providing them with assurance that the property has been remediated to DEP's expectations and is as ready for development as it can possibly be.

In regards to Mr. Smith's concern about contamination under the foundation, the Town could remove a portion of the foundation in this area to investigate the soil for potential contamination. The Town could utilize their Public Works staff to assist with this and also request DEP to sample the area in question, addressing Mr. Smith's concerns. It is uncertain if the Town were to take such an action and found no contamination if it would meet Mr. Smith's satisfaction. If the Town was to find any contamination they could then work with DEP to remove the contaminated soil. If the Town required financial assistance to clean up the area it may be possible to request additional brownfields funding from DEP. This funding is only available to remediate properties under ownership by a municipality and is not available for private property owners.

DECLARATION OF ENVIRONMENTAL COVENANT

This ENVIRONMENTAL COVENANT is hereby declared and granted as of this ____ day of *{insert month, year}*, by *{insert corporate name, ALL IN CAPITALS}* a *{insert state}* corporation having a place of business at *{insert street address, municipality, county}* County, *{insert state}* (“Declarant” or “_____”), to the Maine Department of Environmental Protection (“DEP”) on property located in [*insert town/city*], Maine, which is more fully described below.

WHEREAS, Declarant is the owner of a certain property approximately *{insert number of acres}* acres in size located in the *{insert Town/City of municipality, county name}* County, Maine, a legally sufficient description of which property is set forth in Exhibit A attached hereto (said property to be referred to as “Protected Parcel”);

WHEREAS, the DEP’s Bureau of Remediation and Waste Management has issued to Declarant a Voluntary Response Action Program (“VRAP”) *{insert No Further Action Assurance Letter or Certificate of Completion}*, which requires that Declarant prepare and record a Declaration of Environmental Covenant consistent with the VRAP *{insert No Further Action Assurance Letter or Certificate of Completion}* and the Maine Uniform Environmental Covenants Act (“UECA”), 38 M.R.S.A. § 3001 et seq.;

WHEREAS, the DEP has determined in accordance with 38 M.R.S.A. § 1301 et seq. and the UECA that the environmental covenants in this Declaration are necessary to prevent *{insert what the covenants prevent, i.e. extraction of groundwater, digging, and/or other prohibited acts}* and to protect the public health, safety, and the environment, which covenants shall run with the land; and

WHEREAS, Declarant intends to create and grant an Environmental Covenant pursuant to the UECA;

NOW, THEREFORE, the Declarant for and in consideration of the facts above recited and the covenants herein contained, and intending to create and be legally bound by a perpetual covenant running with the land, subject to the terms hereof, hereby declares, covenants and agrees as follows:

1. Declaration of Covenant. This instrument is an Environmental Covenant executed pursuant to the UECA.
2. *{Insert the covenants, 2., 3., 4. as necessary}*
3. Agency and Holder. DEP is the environmental agency with enforcement authority pursuant to the UECA, and is also the only Holder of the Environmental Covenant granted by Declarant in this Declaration.

{insert site name, physical address, town}
Declaration of Environmental Covenant

4. Notice to Tenants and Others. The Declarant or future owners of the Property shall provide notice of this Environmental Covenant to any tenants or lessees, or to any person conducting any activities on the Property that could result in disturbance of soil or groundwater, or any activity that would be otherwise prohibited by this Covenant.
5. Perpetuity of Covenant. This Environmental Covenant and each and every covenant herein shall be a covenant running with the land in perpetuity, and shall bind the Protected Parcel, all persons or entities having any right, title, or interest in and to the Protected Parcel or any portion thereof, and their respective heirs, personal representatives, successors, and assigns, and all those acting by, through or under any of them forever. Any present or future owner of the Protected Parcel or any interest therein, by the acceptance of a deed of conveyance of all or any part of the Protected Parcel or any interest therein, whether or not the deed shall so express, shall be deemed to have accepted the Protected Parcel subject to the restrictions contained herein and shall be deemed bound by, obligated to comply with, and otherwise subject to the restrictions herein and this Covenant.
6. Representation of Ownership and Encumbrances. By its execution hereof, Declarant warrants that it is the sole owner of the Protected Parcel and that there are no mortgages, easements, or other encumbrances on the Protected Parcel that would materially adversely affect the effectiveness or enforceability of this Environmental Covenant. *{Note: Declarant typically must perform a title search and obtain subordination agreements if appropriate.}*
7. Access. The Declarant, its successors and assigns, and all future owners and land users shall provide, without cost, access to the Protected Parcel to the DEP, including its authorized employees, agents, representatives, and independent contractors, upon presentation of credentials, for purposes of monitoring and enforcing this Environmental Covenant.
8. Notice of Noncompliance. The Declarant and all future owners shall provide written notice to the DEP within ten working days of discovery of any noncompliance with the terms of this Environmental Covenant.
9. Enforcement. This Environmental Covenant shall be enforceable as authorized by the UECA. Any forbearance as to the enforcement of any of the terms hereof shall not be deemed a waiver of the right to seek and obtain enforcement at any time thereafter as to the same violation or as to any other violations.

10. Amendment or Termination by Consent. The terms and conditions herein may not be amended or terminated except by a written instrument duly executed by the Declarant, the current owner of the Protected Parcel at the time of the amendment or termination, and DEP, or its successor in legal function, which instrument is duly recorded in the *{insert county name}* County Registry of Deeds, pursuant to the UECA. *{Note that Declarant may add a sentence here waiving its right to consent, in the event that it no longer owns the property. See 38 M.R.S.A. § 3010(1)(C).}*
11. Notice Pursuant to Covenant. Any notice or other communication required pursuant to this Environmental Covenant shall be in writing and shall be sent by certified mail, return receipt requested and shall be sent to the following addresses, or such other addresses as the Declarant and the DEP may designate from time to time in a written notice to other entities: (a) if to *{insert Declarant name and mailing address}*, to the attention of *{insert Declarant contact person}*; if to DEP, 17 State House Station, Augusta, Maine 04333-0017, to the attention of Director, Bureau of Remediation & Waste Management (or successor in position).
12. Recording. Declarant shall cause this Declaration to be duly recorded in the *{insert county name}* County Registry of Deeds within twenty (20) days of the execution of this Declaration by the last signatory, and shall, within thirty (30) days of the recording of the Declaration, notify the DEP of the book and page at which it is recorded, and submit to DEP a copy of the signed Declaration date-stamped by the Register of Deeds.
13. Administrative Record. The administrative record relating to the Protected Parcel is located at the main office of DEP, whose mailing address is 17 State House Station, Augusta, ME 04333-0017, with a street address of Ray Building, 28 Tyson Drive, Augusta, Maine.
14. Governing Law. This Environmental Covenant shall be governed and interpreted in accordance with the laws of the State of Maine.
15. Liberal Construction. It is intended that this Environmental Covenant be construed liberally to protect the health and welfare of the public and the quality of the environment from the risk of adverse effects of exposure to hazardous substances.
16. Invalidity. If any part of this Environmental Covenant shall be decreed to be invalid by any court of competent jurisdiction, all of the other provisions hereof shall not be affected thereby and shall remain in full force and effect.

{insert site name, physical address, town}

Declaration of Environmental Covenant

Page x of y

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be signed by its duly authorized officer as of the day and year first above written.
{insert corporation/Declarant name}

By: _____
Name: _____
Title: _____

STATE OF MAINE
{insert county name, CAPITALIZED}, ss.

The above-named *{insert name}* personally appeared before me this ___ day of *{insert month and year}*, in his/her capacity *as {insert title}* and acknowledged the foregoing to be his/her free act and deed in his said capacity and the free act and deed of *{insert corporation name/Declarant}*.

Notary Public/Attorney at Law

Printed Name

ACKNOWLEDGED AND AGREED TO BY:

MAINE DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Name: _____
Title: _____

STATE OF MAINE
KENNEBEC COUNTY, ss.

The above-named *{insert name}* personally appeared before me this ____ day of *{insert month and year}* in his capacity as *{insert position title}* of DEP, and acknowledged the foregoing to be his free act and deed in his said capacity and the free act and deed of DEP.

Notary Public/Attorney at Law

Printed Name



Town of Wiscasset

MEMORANDUM

To: Board of Selectmen
Fr: Town Manager
Re: Municipal Hot Water Heater
Dt: May 9, 2012

The municipal building hot water heater that feeds the Police Department, Fire Department and EMS facilities has been deteriorating for several months. The water is extremely rusty and is discolored. We sought the advice of a plumber who recommended that we first attempt to flush the system. The trial flushing took place over several weeks but did not result in clearing the water of rust. Pam Lear, our building facilities person, has discussed the issue with three plumbers and received quotes regarding the replacement of the heater. The lowest of the quotes is still above the \$2,500 purchase policy bid requirement. I am requesting that the Selectmen review the three quotes and authorize the replacement of the hot water heater.

Wiscasset Plumbing and Heating, Inc.

16 Three Pond Trail
Wiscasset, ME 04578

Estimate

Date	Estimate #
11/2/2011	12

Name / Address
Town Of Wiscasset 51 Bath Road Wiscasset, Maine 04578

		Project
Description	Cost	Total
Brock Indirect Oil-Fired Hot Water Heater- parts and labor	3,800.00	3,800.00
Total		\$3,800.00



MECHANICAL SERVICES, INC.
MAINE CONTROLS
mechanicalservices.com

400 PRESUMPSCOTT STREET
PORTLAND, ME 04103

TEL. (207) 774-1531
FAX (207) 774-3837

72 FREEDOM PARKWAY
HERMON, ME 04401

TEL. (207) 847-6250
FAX (207) 848-5592

525 CENTRAL DRIVE
PRESQUE ISLE, ME 04789

TEL. (207) 554-1212
FAX (207) 762-6089

40 GABRIEL DRIVE
AUGUSTA, ME 04330

TEL. (207) 626-0822
FAX (207) 621-1008

PROPOSAL and CONTRACT

Customer:	Town of Wiscasset	Contact:	Pam Lear
Address:	51 Bath Road Wiscasset, ME 04578		882-8200-Phone 882-8228-Fax
Job Location:	Boiler Room	SE#: L11-0471	Date: August 10, 2011

DESCRIPTION OF SERVICES COVERED BY THIS CONTRACT:

Replace Bock oil fired water heater: Mechanical Services, Inc. shall provide labor and materials to replace the existing Bock oil fired water heater. The proposed new water heater shall be a Bock model 32 which matches the existing water heater.

This work shall include disconnecting of the existing electrical power wiring, oil piping and breaching from the existing water heater, removal of the existing water heater and setting of the new water heater in place. Once the new water heater is in place we shall connect to the existing breaching, electrical power wiring and oil piping. After the installation has been completed we shall perform a complete start up and operational check of the new water heater.

COST FOR THIS PROPOSED WORK SHALL BE:

Three Thousand Three Hundred Twenty Two Dollars (\$3,322.00)

The work shall be invoiced at completion. Any additional work will be performed upon written authorization and will be invoiced separately from work described above.

THE FOLLOWING WORK IS NOT INCLUDED IN THIS PROPOSAL:

- The handling or disposal of, or any costs associated with the handling or disposal of, hazardous materials, special waste, or mold, or any byproduct thereof.
- Unless specifically provided for herein, Mechanical Services, Inc. is not responsible for the structural integrity of any portion or aspect of the building where this work will be performed, including the ability of the structure to support the load of the equipment being installed.
- All extra service to correct problems found during work described above.

WARRANTY: For a period of one year from the date of start-up, all parts and labor for new equipment provided by Mechanical Services, Inc.

THIS PROPOSAL IS VALID FOR 30 DAYS.

Customer signature below attests to financial responsibility for payment of invoices in accordance with our terms of net 30 days. A finance charge of 1 1/2% per month (annual percentage rate of 18%) will be charged on all amounts due and unpaid 30 days from invoice date. Mechanical Services, Inc. shall be entitled to recover from the customer all costs incurred, including reasonable attorney fees, for the collection of any amounts due.

Prepared By:

Travis Wheeler Signature Travis Wheeler Title: Augusta District Manager Date: August 10, 2011

ACCEPTANCE

Mechanical Services, Inc. is hereby authorized to perform the work as described in this proposal.

Accepted By: (typed or printed name) _____

Signature _____ Title: _____ Date: _____

TOWN OF WISCASSET
MUNICIPAL LICENSING BOARD
51 Bath Road
Wiscasset, ME 04578-4108
207-882-8200 Fax 207-882-8228

APPLICATION FOR LICENSE AS A COMMERCIAL WASTE DISPOSAL HAULER

The undersigned hereby applies for a license as a Hauler of Non-Hazardous Solid Waste within the town of Wiscasset for the licensing year ending May 31, 2012.

1. Firm or Trade Name Regional Rubbish Removal Inc

2. State location where business will be done Alna, Wiscasset,
Westport Island

3. Have you ever held a Waste Disposal Hauler License before? YES NO

If yes, where? City of Augusta, Wiscasset, Bristol, Nobleboro, Waldoboro

4. Have you ever been convicted of violating the Solid Waste Ordinances? YES NO

If yes, explain: _____

I warrant the truth of the foregoing statements.

Dated at Wiscasset this 4th day of May 2012.

Mike Naylor
Applicant's Name - Please print

Mike Naylor
Applicant's Signature

Business Mailing Address:
PO Box 138
Waldoboro ME
04573

Physical Address of Business residence:
157 Biscay Rd
Damariscotta ME
04543

INCLUDE FEE: Resident: \$300.00

NON-Resident \$300.00

For Office Use

Fee Received: 518/12

Check No. 29420

TOWN OF WISCASSET
MUNICIPAL LICENSING BOARD
51 Bath Road
Wiscasset, ME 04578-4108
207-882-8200 Fax 207-882-8228

APPLICATION FOR LICENSE AS A COMMERCIAL WASTE DISPOSAL HAULER

The undersigned hereby applies for a license as a Hauler of Non-Hazardous Solid Waste within the town of Wiscasset for the licensing year ending May 31, 2013.

1. Firm or Trade Name Giles Rubbish Inc

2. State location where business will be done Alna, Westport, Wiscasset

3. Have you ever held a Waste Disposal Hauler License before? YES NO

If yes, where? Wiscasset

4. Have you ever been convicted of violating the Solid Waste Ordinances? YES NO

If yes, explain: _____

I warrant the truth of the foregoing statements.

Dated at Wiscasset this 7 day of May 2012.

Giles Rubbish Inc
Dan I. Giles Pres.

Dan I. Giles Pres

Applicant's Name - Please print

Applicant's Signature

Business Mailing Address:

Address of residence:

349 Dover Rd
Boothbay, Me. 04537

647 Wiscasset Rd
Boothbay, Me. 04537

INCLUDE FEE: Resident: \$300.00

NON-Resident \$300.00

For Office Use

Fee Received: 5-7-12

Check No. 24334



Office of 911 Addressing Officer

May 9, 2012

To: Board of Selectmen
From: Sue Varney, 911 Addressing Officer

Letters have gone out to the property owners that their driveways need to be named and most have been returned. According to 911 guidelines a driveway with two or more houses on it needs to be named and the residences numbered. After Board approval I will notify the property owners of their new 911 address.

The road names, with locations, to be approved are as follows:

1. **Albee Lane – driveway at 203 Fowle Hill Road where Robert Soule and Allan Bonang live.**
2. **Half Penny Lane – driveway at 133 West Alna Road where Maurice Pickering and Penny Masten live.**
3. **Line Drive – driveway at 400 Old Bath Road where Gerald Hanson and Malissa Wallace live.**
4. **Mossy Oaks Drive – driveway at 302 Foye Road where William Thayer and Charles Applebee live.**
5. **Orchard Way - driveway at 489 Old Bath Road where Janet Sprague & Kelly Holbrook live.**
6. **Pear Hollow – first road to the right off River Point Road, which is off the Old Sheepscot Road, where the new subdivision is located.**
7. **Tyler Road – driveway at 20 Lee Street where James Schildroth and Robert Bickford live.**

Thank you.

From: Freye, Kenneth [<mailto:khfrey@burnsmcd.com>]
Sent: Tuesday, May 08, 2012 12:00 PM
To: Dennis Jumper
Cc: Brann, Margaret; Danforth, Michael
Subject: FW: surveys for Montsweag Brook

Dennis,

The revised surveys for the 22 acre parcel in Wiscasset and Woolwich have been recorded. I will insert this information into the documents.

Regarding the location of the two 20-foot wide access roads, I did review the deeds and old plans at CMP. The two access roads were acquired across the blue parcel on the attached and later reserved across the red parcel when it was sold to Curtis. I do not believe the surveyors can add anything to determining the location at this time. However, we will look into the current ownership and do some research to determine if the access roads are mentioned in any of the current deeds.

I am in Oklahoma this week so will get to this when I return.

Ken

Ken Freye
Burns & McDonnell
Mobile: 207 629-7700
khfrey@burnsmcd.com

From: Brann, Margaret [<mailto:Margaret.Brann@cmpco.com>]
Sent: Monday, May 07, 2012 1:51 PM
To: Freye, Kenneth
Subject: surveys for Montsweag Brook

Ken,

Recording information:

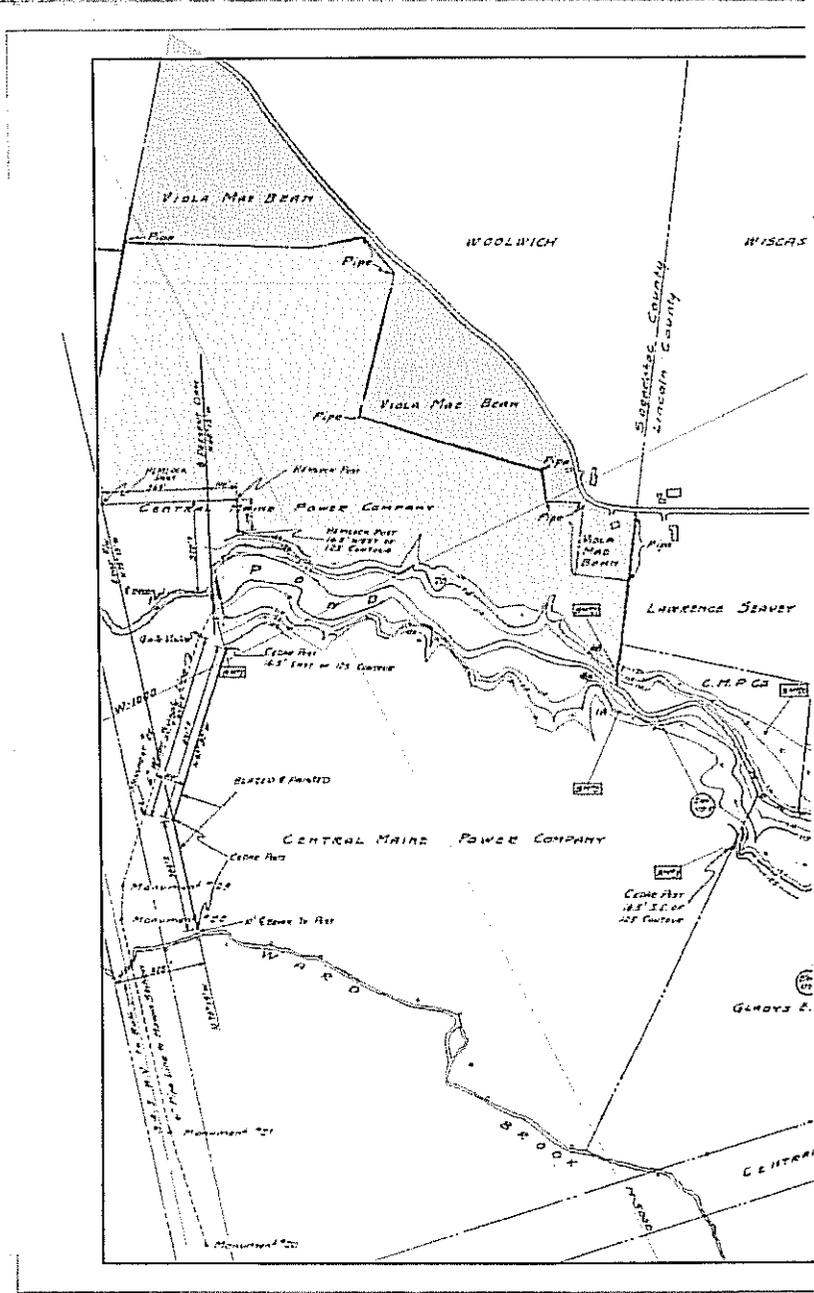
SCRD Plan Book 48, Page 36

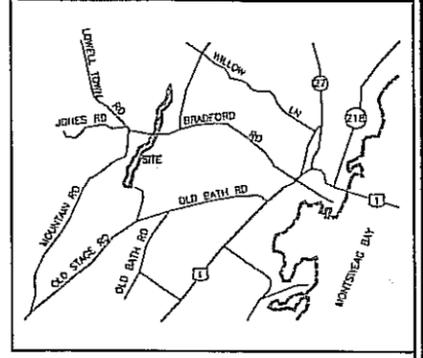
LCRD Plan Book 98, Page 73



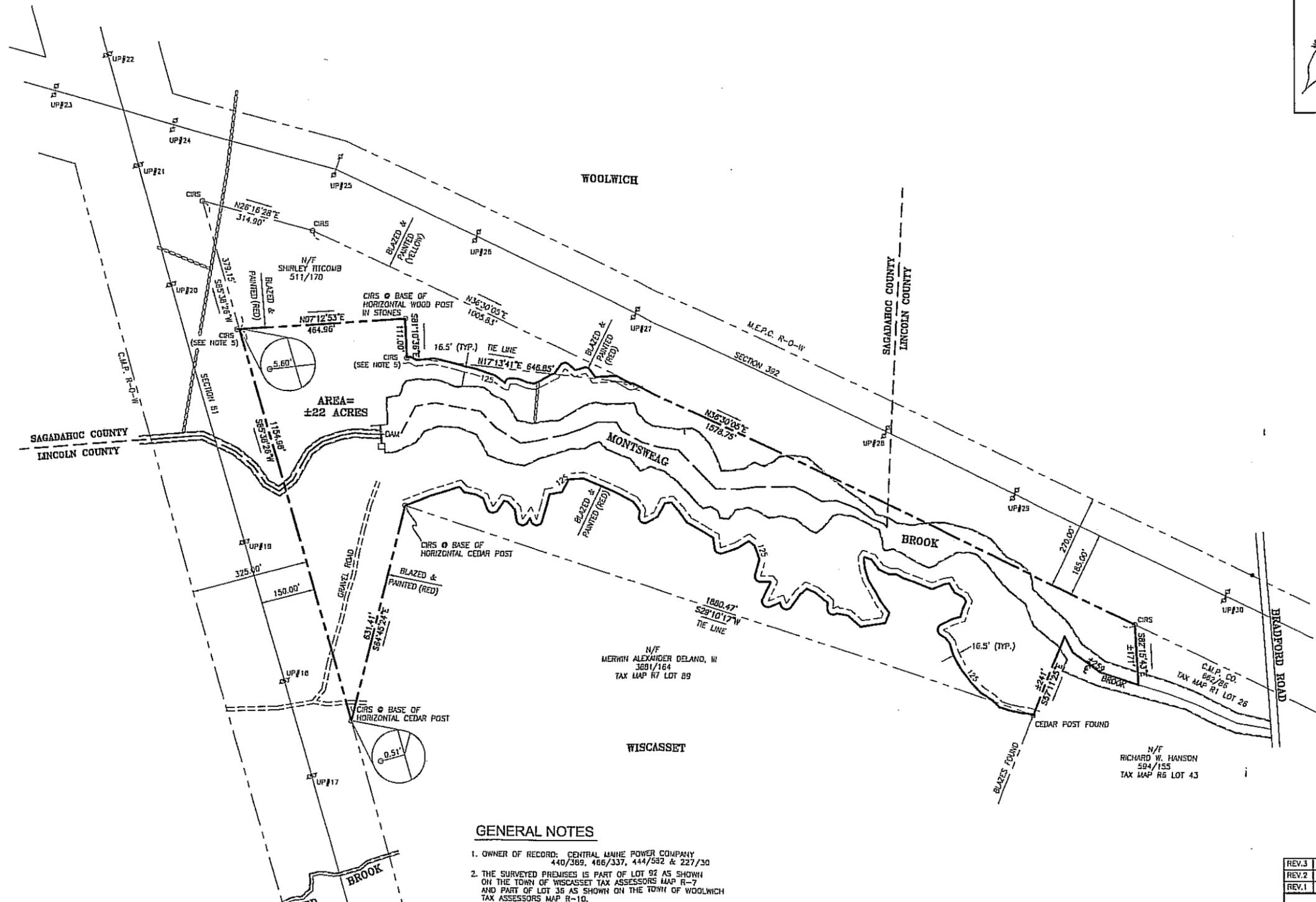
Margaret Brann
Real Estate Document and Title Management Specialist
Dirigo Partners, Ltd.
Iberdrola USA Management Corporation
83 Edison Drive, 3rd Floor
Augusta Maine 04336
Telephone 207 621 3959
Fax 207 626 4000
margaret.brann@cmpco.com







LOCATION MAP
N.T.S.



SAGadahoc COUNTY
LINCOLN COUNTY

WOOLWICH

SAGadahoc COUNTY
LINCOLN COUNTY

N/F
MERWIN ALEXANDER DELAND, III
3681/164
TAX MAP R7 LOT 89

N/F
RICHARD W. HANSON
594/155
TAX MAP R5 LOT 43

GENERAL NOTES

- OWNER OF RECORD: CENTRAL MAINE POWER COMPANY
440/389, 466/337, 444/592 & 227/30
- THE SURVEYED PREMISES IS PART OF LOT 92 AS SHOWN ON THE TOWN OF WISCASSET TAX ASSESSORS MAP R-7 AND PART OF LOT 36 AS SHOWN ON THE TOWN OF WOOLWICH TAX ASSESSORS MAP R-10.
- THE BEARINGS SHOWN ARE BASED ON UTM ZONE 19 NORTH.
- PORTIONS OF MONTSWEAG BROOK WERE TAKEN FROM AERIAL PHOTOGRAPHY AND LOCATION IS APPROXIMATE.
- TWO IRON RODS WERE SET AT THE LOCATION OF WHAT MAY BE THE REMAINS OF THE WOOD POSTS CALLED FOR IN THE DEED. A LACK OF DIMENSIONS IN THE DEED MAKES IT IMPOSSIBLE TO VERIFY THESE LOCATIONS. A BOUNDARY AGREEMENT WITH TITCOMB WOULD ELIMINATE ANY QUESTION.
- THE 2004 WOOLWICH PROPERTY MAP HAS THE AREA WEST OF MONTSWEAG BROOK, EAST OF M.E.P.C., AND NORTH OF THE C.M.P. R-O-W LISTED AS LOT 43. THE CURRENT TAX MAP SHOWS THIS AREA AS PART OF C.M.P.'S LOT 36. NEITHER MAP SHOWS THE PARCEL NOW OR FORMALLY TITCOMB.

CERTIFICATE

OWEN HASKELL, INC. HEREBY CERTIFIES THAT THIS PLAN IS BASED ON, AND THE RESULT OF, AN ON THE GROUND FIELD SURVEY AND THAT TO THE BEST OF OUR KNOWLEDGE, INFORMATION AND BELIEF, IT CONFORMS TO THE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS CURRENT STANDARDS OF PRACTICE.

DATE _____ JOHN W. SWAN, PLS NO. 1038

STATE OF MAINE, SAGADAHOC, ss
 REGISTRY OF DEEDS
 RECEIVED _____
 AT _____ hr _____ min _____ m AND RECORDED
 IN PLAN BOOK _____, PAGE _____
 ATTEST: _____
 REGISTER

LEGEND

- CIRCS IRON PIPE OR ROD FOUND
- CAPPED IRON ROD SET
- CEDAR POST FOUND
- UTILITY POLE
- STONE WALL
- OVERHEAD WIRES
- 125' 125' CONTOUR

PLAN REFERENCES

- "SECTION 392 MAINE YANKEE-MAXCY'S 650-1392-04", MADE FOR C.M.P. CO. BY E-PRO, DATED 5/12/71.
- "SECTION 392 MAINE YANKEE-MAXCY'S 650-1392-05", MADE FOR C.M.P. CO. BY E-PRO, DATED 1/06/70.
- "SECTION 81 MASON STATION TO SUROWIEK 576-761-02", MADE FOR C.M.P. CO. BY E-PRO, DATED 12/5/92.
- "FLOWAGE SURVEY & PROPERTY ACQUIRED AT MONTSWEAG BROOK MASON STATION UNITS #2 & #3 CENTRAL MAINE POWER COMPANY", BY NEPSCO SERVICES, INC. DATED 12/13/41.

GRAPHIC SCALE



REV.3	10/29/2010	REVISED BOUNDARY
REV.2	09/02/2010	ADDED TOWN AND COUNTY LINE
REV.1	07/27/2010	UPDATED TITLE BLOCK

BOUNDARY SURVEY
 OFF
 BRADFORD ROAD, WISCASSET, MAINE &
 OFF MOUNTAIN ROAD, WOOLWICH, MAINE
 MADE FOR OWNER OF RECORD
CENTRAL MAINE POWER COMPANY
 83 EDISON DRIVE, AUGUSTA, MAINE 04336

OWEN HASKELL, INC.		
390 U.S. ROUTE ONE, PALMOUTH, ME 04106 (207) 774-0484		
PROFESSIONAL LAND SURVEYORS		
Drawn By	RRL	Date
Traced By	RRL	FEBRUARY 11, 2010
Check By	JWS	Scale
Book No.	1089	1" = 150'
Job No.	2009-171 W-L	
Drwg. No.	1	



Office of Planning & Codes

TO: Wiscasset Board of Selectmen
FROM: Misty Gorski, Town Planner
DATE: May 9, 2012
SUBJECT: Consideration of Developing a municipal Economic Development Committee

Economic development has been a priority of the community and the Selectboard since Maine Yankee was decommissioned. The Selectmen have established specific goals relating to economic development and continue to apply attention to matters relating to economic growth in our community. Over the past few years, the Town Planner has been directed to address economic development in addition to land use planning related tasks associated with the position.

As Town Planner, I have discussed with the Town Manager the possibility of forming an Economic Development Committee that could provide assistance on various projects. I would like to begin discussing the possibility of forming such a committee with the Selectboard and determine if this is a committee that would be valuable to the community and our work.

The formation of an Economic Development Committee could have several beneficial attributes to assist our economic development goals. Their role could range from reviewing and recommending policy actions at the municipal level to assisting with marketing, business attraction or business retention. A committee could also provide additional support to projects as well as valuable input on each project. Additionally, having a standing committee working on economic development may help community members stay even more connected to the economic development work the town is pursuing.

The committee would not just be advisory in nature but would need to be a working committee made up of members with specific backgrounds, skills, and experiences that have the ability to commit several hours each month outside of meetings to the projects or tasks which the committee is assigned. The committee would be advised by the Town Planner at the direction of the Selectboard. Such a committee could be an additional resource to the Town Planner helping achieve the Selectboard's economic development goals.

At this time I would like to ask the Board if they are open to considering the possibility of creating a working committee to assist with economic development. If so, I would like to prepare a more detailed proposal of how the committee could be organized and the types of projects they could assist with that would be of value to the Town at this present moment. Upon review of a more detailed proposal, it would be up to the Selectboard to enact such a committee and appoint its members.



Maine Municipal Association

60 COMMUNITY DRIVE
AUGUSTA, MAINE 04330-9486
(207) 623-8428
www.memun.org

TO: MMA's Key Municipal Officials

FROM: Sophia Wilson, President, Maine Municipal Association

DATE: May 1, 2012

RE: Nominations to MMA's Legislative Policy Committee

The time has come to begin the process of electing 70 municipal leaders from across the state to the Maine Municipal Association's Legislative Policy Committee (LPC) for the 2012-2014 biennium.

The work of the LPC is central to the mission of this Association. For that reason, I am hoping you will take the time to read the following information and think very seriously about reaching out to interested municipal officials in your town or city (or region) for the purpose of forwarding a nomination as the LPC election process begins.

The LPC is anything but a quiet working group, sounding board or advisory committee. According to the Legislative Policy Committee's by-laws (the "LPC Handbook"), the specific purpose of the LPC is "*to define municipal interests and to maximize those interests through effective participation in the legislative process.*" Operating along the lines of a town meeting system, the municipal officials elected to the LPC directly stake-out each public policy position the Association takes and advocates in the State House.

The first task of the new LPC after it is elected will be to develop the legislative changes Maine's municipal officials believe should be submitted to the next Legislature in January 2013. In addition to MMA's proactive legislative agenda, the LPC also determines MMA's stance on all the municipally-related legislation of statewide significance submitted by the Governor or legislators. The job of MMA's advocacy staff is to communicate the LPC's positions to the Legislature and otherwise carry-out the LPC's directives.

Comprised of two municipal officials from each of Maine's 35 Senate Districts elected by the municipal officers in the District, the LPC is a diverse group of municipal experts by its structure. As a former Chair of the LPC, it is my view that the diversity of the LPC is its strength. In my experience, the deliberations of this policy committee easily represent some of the highest level public policy discourse in the state.

Enclosed is a **Nomination Form** for the July 2012 – June 2014 term of the LPC. What follows is some background information to help prospective nominees get a sense of what would be involved, as well as details regarding the actual nomination process.

Thank you for your attention to this memo. Please recognize this as a very genuine request and seriously consider forwarding the name of a nominee from your community or Senate District.

Background Information. Any elected or appointed municipal official holding office in any MMA member community is eligible to serve on the Committee. There are two seats on the LPC for each State Senate District. Members serve two-year terms, representing their own community and the other municipalities in their Senate District.

LPC activities require a time commitment of approximately ten hours a month during legislative sessions (i.e., during the first 4 months of each calendar year) which includes attendance at the monthly meeting and contacts with other communities and legislators in the district as issues arise. The LPC is also engaged in the development of MMA's legislative agenda during the fall and early winter of each even-numbered year, which typically involves at least one additional meeting in Augusta. All mileage expenses are reimbursed. MMA's strength as a municipal advocate depends on the active help of a dedicated LPC membership.

More information about MMA's Legislative Policy Committee and the Association's entire advocacy program can be found at the Legislative/Advocacy link at MMA's website <http://www.memun.org/public/MMA/svc/SFR/default.htm>. In particular, the *LPC Handbook* describes the Association's overall policy development process and procedures in more detail.

Nomination Process

Your municipality is entitled to nominate a representative to the LPC.

- The nominee may be either elected or appointed, but must be serving currently as a municipal official.
- You may nominate any municipal official from any member town or city within your Senate/LPC District; you do not have to nominate someone from your municipality.
- The names of all municipal officials properly nominated will appear on the LPC ballot, which will be distributed on June 18th.

Nominee Profile

Because the municipal officers may not be familiar with a nominee from another municipality, a brief description of each nominee who completes the enclosed **Nominee Profile Sheet** will be provided with the ballots that are distributed in mid June. Please make sure that the person you nominate has a chance to complete the Nominee Profile Sheet and that it is returned to MMA with the Nomination Form.

Deadline for Submitting Nomination



The Chairman of your Board of Selectman, Council or Assessors (the "nominator") *and the nominee* must sign the nomination form for it to be valid.



The form must be returned to MMA by **5:00 p.m. on June 14, 2012**, to be counted. Ballots will be mailed out immediately after the nomination process closes, so make sure the nomination form is received by MMA by that deadline. Please return the nomination form to **Laura Veilleux** at MMA either by mail (60 Community Drive, Augusta, Maine, 04330) or by FAX (624-0129).

If you have any questions, please call MMA's State and Federal Relations staff at 1-800-452-8786 or 623-8428.

NOMINATION FORM

Maine Municipal Association's
Legislative Policy Committee
July 2012 to June 2014

Senate District 20

Alna	Friendship	Southport
Boothbay	Jefferson	Waldoboro
Boothbay Harbor	Monhegan Plantation	Washington
Bremen	Newcastle	Westport Island
Bristol	Nobleboro	Whitefield
Damariscotta	Somerville	Windsor
Edgecomb	South Bristol	Wiscasset

The municipal officers of _____ hereby nominate:
Print name of your municipality

Nominee: _____ 
Print name of Nominee

Nominee's municipality: _____ Position: _____

Date: _____ 
Signature of Nominator

Print name of Nominator

Consent

I agree to accept the nomination and to serve if elected to the MMA Legislative Policy Committee:

Date: _____ 
Signature of Nominee

Please return Nomination Form by 5:00 p.m. on June 14, 2012, to:

Laura Veilleux - Maine Municipal Association
60 Community Drive, Augusta, ME 04330
FAX: 624-0129

Nominations Received After 5:00 p.m. on June 14, 2012, Will Not Be Counted

LPC NOMINEE BIOGRAPHY

To: Legislative Policy Committee Nominees

From: Maine Municipal Association

Date: May 2, 2012

To help municipal officials make an informed choice when they vote for their LPC representatives, we ask nominees to provide some background information regarding their municipal service and why they want to be LPC members. A "nominee profile" is included on the ballot for each nominee who provides us with a profile.

Name: _____ **Title:** _____

Municipality: _____ **Years in current position:** _____

Mailing Address: _____
(include zip code, please)

Prior (recent) municipal experience: _____

Have you served on the LPC before? No Yes If yes, what years? _____

If you have served on any other MMA Committees, please note them: _____

Please indicate your primary issues of concern, and/or reasons for wanting to serve on the LPC:

Please give this completed form to your Board of Selectmen/Assessors or Council so that it can be returned with the Nomination Form, or send it directly to Laura Veilleux at MMA:

Maine Municipal Association
60 Community Drive
Augusta, ME 04330
FAX: 624-0129

Thank You!

COPY

STATE OF MAINE

Lincoln ss

To the Assessors of the Town of Wiscasset in said County, GREETING:

Whereas, pursuant to 30-A, M.R.S.A., Section 791, the County Commissioners for said County, have fixed the sums necessary for defraying the charges of the County for the year ensuing, and exhibited by the Clerk of said Court, and have determined a tax of \$8,385,315.66,

Eight million, three hundred eighty five thousand three hundred fifteen and 66/100ths Dollars to be assessed collected and paid according to law and applied for the purposes aforesaid.

And Whereas, the Court of County Commissioners, holden at Wiscasset, in and for the County of Lincoln, by adjournment, on the seventeenth day of April, A.D. 2012, made apportionment of said tax as the law directs upon several Towns and Cities in said County and ordered that the Clerk in said County forthwith send out warrants for assessing the Towns' proportion thereof as the law directs and for paying the same.

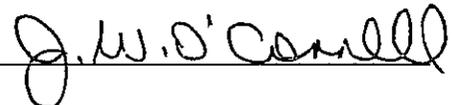
And Whereas upon a due apportionment of said sum, your Town's proportion thereof is found to be Four hundred eighty thousand, four hundred eighty-six and 13/100ths Dollars.

\$480,486.13

You are, therefore, hereby required, in the name of the State of Maine, to assess the sum last mentioned, upon the inhabitants of said Town of Wiscasset, agreeably to the laws of said State, and cause the same in like manner to be collected and paid to the Treasurer of the said Town of Wiscasset to be paid by him to Richard H. Newell, Treasurer of Said County of Lincoln, or to his successor in office, upon his warrant issued for the same, on or before the first day of September next. **Interest payable on the thirty first day of October A.D. 2011 at annual rate of 7%** - see Title 36, Section 507 and 892A.

Whereof Fail Not, and make due return to the said County Treasurer, of the names of the person or persons to whom your list or lists of assessments shall be committed, as soon as may be thereafter.

Witness William B. Blodgett, Chairman of the Court of County Commissioners this Seventeenth day of April A.D. 2012.



John W. O'Connell
County Administrator

COPY

ASSESSORS' RETURN

Pursuant to a Warrant to us directed, from John W. O'Connell Esq., Clerk of the Court of County Commissioners for the County of Lincoln, dated the seventeenth of April 2012, we have assessed the polls and estates of the Inhabitants, and the estates of the non-resident proprietors, of the Town of Wiscasset in said County, the sum of \$480,486.13 and have committed lists thereof to _____, Collector of said town, with a warrant in due form of law, for collecting and paying the same to _____ Treasurer of the Town of Wiscasset or his successor in office, to be paid by him/her to Richard H. Newell, Jr. Esq., Treasurer of the County of Lincoln, or his successor in said office, upon his warrant issued for the same, on or before the first day of September next.

In Witness Whereof, we have hereunto set our hands this _____ day of _____ 2012.

Assessors of Town of Wiscasset

\$480,486.13

To: Richard H. Newell, Jr. Esquire,
Treasurer of the County of Lincoln

To be filled out and forwarded to the County Treasurer as soon as the assessment shall be completed.

COPY

2012 LINCOLN COUNTY TAX COMMITMENT

MUNICIPALITIES	2012 State Valuation	2012 Tax Commitment
ALNA	\$ 80,350,000.00	\$ 87,178.64
BOOTHBAY	\$ 986,450,000.00	\$ 1,070,284.61
BOOTHBAY HARBOR	\$ 765,250,000.00	\$ 830,285.67
BREMEN	\$ 219,150,000.00	\$ 237,774.72
BRISTOL	\$ 1,175,550,000.00	\$ 1,275,455.50
DAMARISCOTTA	\$ 353,600,000.00	\$ 383,651.11
DRESDEN	\$ 147,500,000.00	\$ 160,035.46
EDGECOMB	\$ 232,000,000.00	\$ 251,716.79
JEFFERSON	\$ 347,500,000.00	\$ 377,032.70
MONHEGAN PLANTATION	\$ 96,850,000.00	\$ 105,080.91
NEWCASTLE	\$ 287,100,000.00	\$ 311,499.53
NOBLEBORO	\$ 298,000,000.00	\$ 323,325.88
SOMERVILLE	\$ 53,900,000.00	\$ 58,480.75
SOUTH BRISTOL	\$ 658,150,000.00	\$ 714,083.65
SOUTHPORT	\$ 652,150,000.00	\$ 707,573.73
WALDOBORO	\$ 501,100,000.00	\$ 543,686.57
WESTPORT ISLAND	\$ 229,750,000.00	\$ 249,275.57
WHITEFIELD	\$ 186,100,000.00	\$ 201,915.93
WISCASSET	\$ 442,850,000.00	\$ 480,486.13
TOTAL	\$ 7,713,300,000.00	\$ 8,368,823.87
UNORGANIZED TERRITORY	\$ 15,200,000.00	\$ 16,491.79
GRAND TOTAL	\$ 7,728,500,000.00	\$ 8,385,315.66

DATED AT WISCASSET, MAINE
this seventeenth day of April A.D. 2012

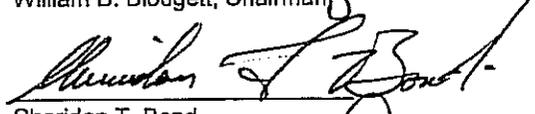
TOTAL EXPENDITURE	\$ 10,131,210.00
LESS REVENUE	\$ 1,288,918.00
2012 BUDGET	\$ 8,842,292.00
LESS SURPLUS	\$ 539,999.27
BALANCE	\$ 8,302,292.73
PLUS OVERLAY (max 2%)	\$ 83,022.93
TOTAL TO BE RAISED BY TAXATION	\$ 8,385,315.66

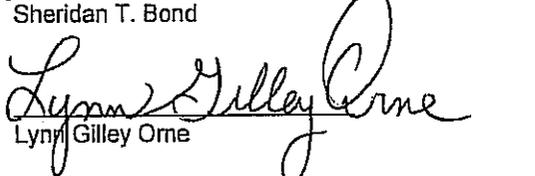
SURPLUS	\$ 711,414.60
TRANSFERS TO RESERVE ACCOUNTS	\$ 135,844.60
BALANCE OF SURPLUS	\$ 575,570.00
LESS HOLD (max 20%)	\$ 35,570.73
BALANCE OF SURPLUS AGAINST TAXES	\$ 539,999.27

TAX RATE 0.001084986

APPROVED BY:
 Lincoln County Commissioners


 William B. Blodgett, Chairman


 Sheridan T. Bond


 Lynn Gilley Orne