

LIQUOR LICENSE-NEW APPLICATION (2<sup>nd</sup> year)

Business requesting new liquor license: Village Lighthouse Diner

Code Enforcement Officer:

Comments: OK

Signed: [Signature] Dated: 5-22-12

Wiscasset Police:

Comments: NO ISSUES.

Signed: Tanya Coe Dated: 05-22-12

Planning Department:

Comments: None

Signed: [Signature] Dated: 5/21/12

Date application received: 5-17-12

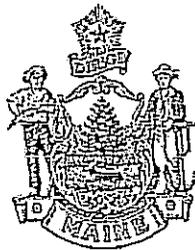
Date advertisement paid: 5-17-12 \$29.40 Date advertisement to run: May 31, 12

Date of required public hearing: June 5, 2012

Date public hearing posted: May 22, 12

License Approved: \_\_\_\_\_ Dated: \_\_\_\_\_

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.

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

PRESENT LICENSE EXPIRES 5/18/12

INDICATE TYPE OF PRIVILEGE:  MALT  SPIRITUOUS  VINOUS

INDICATE TYPE OF LICENSE:

- RESTAURANT (Class I,II,III,IV)
- HOTEL-OPTINONAL FOOD (Class I-A)
- CLASS A LOUNGE (Class X)
- CLUB (Class V)
- TAVERN (Class IV)

- RESTAURANT/LOUNGE (Class XI)
- HOTEL (Class I,II,III,IV)
- CLUB-ON PREMISE CATERING (Class I)
- GOLF CLUB (Class I,II,III,IV)
- OTHER: \_\_\_\_\_

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

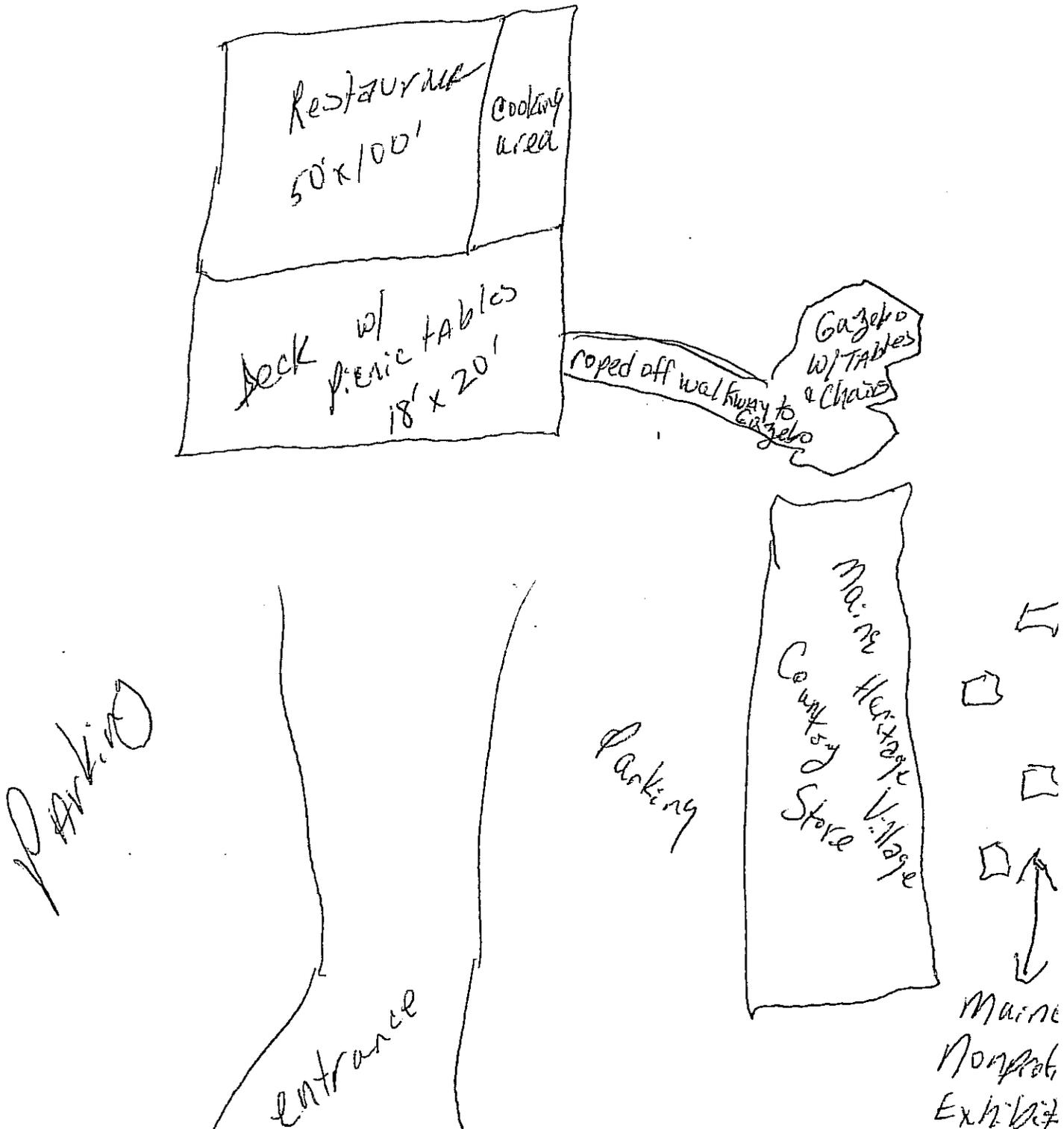
1. APPLICANT(S) - (Sole Proprietor, Corporation, Limited Liability Co., etc.) <u>Judith A. Casella</u> DOB: <u>8-24-65</u>			2. Business Name (D/B/A) <u>Village Lighthouse Diner</u>		
DOB:			Location (Street Address) <u>506 Old Bath Rd.</u>		
Address <u>8 Eaglebrook Rd.</u>			City/Town <u>N. Casser</u>		State <u>ME</u>
			Mailing Address		Zip Code <u>04598</u>
City/Town <u>Edgecomb</u>		State <u>ME</u>	City/Town		State
Zip Code <u>04556</u>		City/Town		State	Zip Code
Telephone Number <u>207-882-8156</u>		Fax Number <u>207-882-4272</u>		Business Telephone Number <u>207-882-1212</u>	
Federal I.D. # <u>27-5231948</u>		Fax Number <u>207-882-4272</u>			
Federal I.D. #			Seller Certificate #		

3. If premises are a hotel, indicate number of rooms available for transient guests: 0
4. State amount of gross income from period of last license: ROOMS \$ \_\_\_\_\_ FOOD \$ \_\_\_\_\_ LIQUOR \$ \_\_\_\_\_
5. Is applicant a corporation, limited liability company or limited partnership? YES  NO

complete Supplementary Questionnaire, If YES

6. Do you permit dancing or entertainment on the licensed premises? YES  NO
7. If manager is to be employed, give name: Judith A. Casella
8. If business is NEW or under new ownership, indicate starting date: seasonal  
Requested inspection date: ASAP Business hours: 11A-8P
9. Business records are located at: on site
10. Is/are applicants(s) citizens of the United States? YES  NO

PREMISE DIAGRAM



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**

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

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
Judith A. Casella (Hodsdon)	8-24-65	Calais ME
Walter J. Read	11-12-59	Gardiner, ME

Residence address on all of the above for previous 5 years (Limit answer to city & state)  
8 Englebracket Rd Edgcomb ME 04556

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: \_\_\_\_\_

17. Describe in detail the premises to be licensed: (Supplemental Diagram Required) Restaurant located at Maine Heritage Village, Wiscasset, building & equipment 50' x 100'

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 mile Which of the above is nearest? Church

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 return pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the ye in which any liquor license is in effect.

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

Dated at: Wiscasset, ME on 05/17, 20 18  
Town/City, State Date

Judith A. Casella Please sign in blue ink  
Signature of Applicant or Corporate Officer(s) Signature of Applicant or Corporate Officer(s)

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: Jonathan's Future LLC  
 Business D/B/A Name: Village Lighthouse Restaurant  
 2. Date of Incorporation: 5/26/10  
 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
Judith A. Casella	8 Englebrook Rd. Edgecomb, ME 04556	8-24-65	100%	President Trustee

6. What is the amount of authorized stock? 0 Outstanding Stock? 0

7. Is any principal officer of the corporation a law enforcement official? ( ) YES (X) 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 (X) NO.

9. If yes, please complete the following: Name: \_\_\_\_\_

Date of Conviction: \_\_\_\_\_ Offense: \_\_\_\_\_

Location: \_\_\_\_\_ Disposition: \_\_\_\_\_

Dated at: \_\_\_\_\_ City/Town On: \_\_\_\_\_ Date

Judith A. Casella Date: 5/17/12  
 Signature of Duly Authorized Officer

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

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 herby 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 provision 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 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.

**PUBLIC HEARING NOTICE**  
Liquor License Renewal  
Wiscasset Board of Selectmen  
June 5 @ 7:00 p.m. in Municipal Building Hearing Room

1. APPLICANT: Judith Casella  
BUSINESS NAME: Village Lighthouse Diner  
LOCATION: 506 Old Bath Road, Wiscasset Me 04578

Sarah,

Please run ad on May 31<sup>st</sup>, 2012 in  
Wiscasset Newspaper. Thanks,

Christine Wolfe  
Wiscasset Town Clerk  
51 Bath Rd  
Wiscasset, Me  
882-8200 x 104

WISCASSET BOARD OF SELECTMEN,  
BOARD OF ASSESSORS AND OVERSEERS OF THE POOR  
MAY 15, 2012

Preliminary Minutes

Tape recorded meeting

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

1. 6 p.m. Call to Order

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

2. Executive Session: Personnel

**Judy Colby moved that the Board of Selectmen go into executive session pursuant to 1 M.R.S.A. §405(6)(A) to discuss personnel issues. Vote 5-0-0. Judy Colby moved to exit executive session at 6:45 p.m. Vote 5-0-0. The board recessed for 15 minutes.**

3. 7 p.m. resume regularly scheduled meeting

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

5. Approval of Treasurer's Warrant: May 8, 2012 and May 15, 2012

**Ed Polewarczyk moved to approve the warrant for May 8, 2012. Vote 5-0-0.**

**Ed Polewarczyk moved to amend the warrant for May 15, 2012 by changing the Penobscot Energy amount from \$3,655.12 to \$3,655.11. Vote 5-0-0. Pam Dunning moved to approve the May 15, 2012 warrant. Vote 4-1-0.**

6. Approval of Minutes: May 1, 2012

**Ed Polewarczyk moved to approve the minutes of May 1, 2012. Vote 5-0-0.**

7. Special Presentations or Awards

A. Town Report Dedication

Judy Colby announced that the Town Report was dedicated to Robert Fairfield and the late Arthur V. Reed. David Nichols recounted Bob Fairfield's history and the many contributions he had made to the town. Judy Colby spoke of Arthur Reed's many years as Supervisor of the Wastewater Treatment Plan, his participation in community affairs, and his description as "fixer of everyone's lawnmowers and snow blowers in the Town of Wiscasset."

B. Discussion of Bruce Flaherty Award - Katherine Martin-Savage

Katherine Martin-Savage asked the board to consider nominating the 40 volunteers at the Two Bridges Regional Jail for the Bruce Flaherty Spirit of America Award. The volunteers provide a number of services and educational courses at the jail. Nominations are due later in the summer.

8. Appointments

A. Appoint Christine Wolfe as Warden for the June 12 Annual Election

**Ed Polewarczyk moved to appoint Christine Wolfe as Warden. Vote 5-0-0.**

## 9. Public Comment

Sharon Nichols said WERP had developed an information sheet to explain the warrant article dealing with withdrawal from RSU 12. Copies are available at Ames Tru-Value, Clipper Mart, Quick Stop and the Community Center or by contacting [douglasdsmith@roadrunner.com](mailto:douglasdsmith@roadrunner.com).

Prior Morrell repeated his request for a grab rod by the post office, which he said was needed because of the slippery sidewalk. He said he had spoken to the Code Enforcement Officer and nothing had been done. Laurie Smith said the Public Works Department, not the CEO, was responsible for replacing railings on sidewalks. The post office is responsible for its railing, but she had been informed there are no funds for its repair. Pam Dunning suggested that Public Works look at any heavily used public buildings in the downtown area on a grade that have brick sidewalks where a railing might be necessary and there was a consensus that this be done.

## 10. Department Head or Committee Chair Report - None

### 11. Unfinished Business

#### A. Koehling Property Update

Smith said the bidders on the property had withdrawn their bid because of concerns about environmental issues. The DEP recommends various measures if the property is to be developed such as including a vapor barrier if buildings were to be constructed on the site, a soil management plan for identification, proper management and disposal of petroleum-impacted soils and an environmental covenant recorded on the property deed prohibiting wells and notifying future owners of the presence of petroleum-impacted soils, groundwater and soil gas.

The DEP also recommends that the future owner participate in the Voluntary Response Action Program, VRAP, which would confirm that the site had been cleaned up, and the DEP would take no further action. Smith said the town's options were 1) to continue to sell the property as is with the buyer being responsible for the VRAP program, for the covenants and for submitting a management plan; 2) to have the town submit an application for a VRAP program and be responsible covenants and management plan: cost \$1,200 (DEP would waive some additional fees); or 3) to dig up the foundation and do further investigation. If contamination were found, the Town could apply for a Brownfields grant.

Pam Dunning said steps 2 and 3 could assure a prospective buyer that the property was shovel-ready and the buyer would not be responsible if further contamination were found. The board expressed concern over the possible cost without assurance that the property would be sold, and that the town would be remiss in not finding out if the site had further contamination. Bill Curtis recommended that an opinion be sought from Environmental Attorney Peter Murray. Smith said two other parties had approached the Town and she asked the board if it would entertain other offers. **Pam Dunning moved that the Board of Selectmen move forward in participating in the VRAP program, doing a spot check of the soil around the foundation and preparing a soil management plan. Vote 3-2-0. Judy Colby moved to direct the Town Manager to get a quote from Peter Murray to look into this. Vote 5-0-0.**

#### B. Discuss Hot Water Heater bids

Smith said the water heater for the Police, Fire and EMS departments has been deteriorating and the water was rusty and discolored. Three quotes for replacement of the heater had been received and Smith recommended accepting the low quote of \$2,640.15. **Judy Colby moved to award the bid to David Sawyer for \$2,640.15. Vote 5-0-0.**

### 12. New Business

A. Commercial Waste Hauler applications

**Judy Colby moved to approve the Commercial Waste Hauler applications as submitted. Vote 5-0-0.**

B. 911 Road Names

Susan Varney reported that she had notified owners that their driveways required names and had received a positive response from most. She asked that the following names be approved: Albee Lane, Half Penny Lane, Line Drive, Mosey Oaks Drive, Orchard Way, Pear Hollow, Tyler Road and Hidden Pasture Lane. The Town will install the initial signs and replacements will be the responsibility of the property owners. The list will be given to the Police, Fire, Ambulance and County Dispatch. **Judy Colby moved to approve the 911 road names as submitted. Vote 5-0-0.**

C. Homestead Exemption Form

Varney said the annual exemption form submitted to the state listed 988 exemptions; corresponding valuation is \$9,870,000. Fifty-five new applications were processed. **Judy Colby moved to sign the Homestead Exemption Form as submitted. Vote 5-0-0.**

D. Discuss Montsweag Dam access

Smith said acceptance of the Montsweag Dam would be on the June ballot. A state official had inspected the dam and he confirmed that the concrete portion of the dam was in good shape, but the buildup of trees and brush had compacted on the embankments on either side of the dam and needed to be removed. Attorney Dennis Jumper said the deed from CMP would include the two rights of way, wherever they may be, on the Wiscasset side of the dam and in the event the use of the rights of way was impractical, CMP agreed to work constructively to locate other access through CMP property.

Smith said that when the issue of maintaining the embankments came up, access for heavy equipment from the Woolwich side became a problem. There are rights of way but they have not been laid out and it will be necessary to work with the property owners. In response to Judy Colby's question on the cost to get equipment to the westerly side of the dam, Jumper said that CMP would be providing \$100,000 for maintenance. Smith said the state was not likely to inspect the dam, but the insurance company may require inspections in the event of a possible washout and flooding downstream. She said no action was required by the board at this time.

E. Misty Gorski to discuss Economic Development Committee

Gorski asked if the board had an interest in the formation of an economic development committee. Its role could range from reviewing and recommending policy actions at the municipal level to assisting with marketing, business attraction or business retention. She said members with specific backgrounds, skills and experience could assist the Town Planner in achieving the selectboard's economic development goals. If there were interest, she would present a detailed proposal to the selectmen for enactment and appointment of members who had the necessary expertise. Board members suggested that a proposal should target specific industries and land use, and the committee should be structured with a mission statement, goals and responsibilities. There was a consensus that Gorski should proceed with developing a proposal.

F. ORC Recommendation of Adult Entertainment Ordinance

Gorski said the ORC had asked what parameters the Selectboard would set regarding an adult entertainment ordinance. Should adult entertainment be restricted, and if so, what specific activities should be prohibited, where in town should it be allowed, how far from schools or

churches, hours of operation, signage, etc.? Pam Dunning said it should not be downtown or in the historic district, but it could be in the commercial district with good screening, buffering, and discreet signage. Because there were many questions to consider, **Pam Dunning moved to hold an open town meeting to vote on a moratorium on adult entertainment in the Town of Wiscasset. Vote 5-0-0.** A warrant will be brought to the board in June for the special town meeting.

#### G. Discuss Legislative Policy Committee Nomination

Nominations are due by June 14. **Judy Colby nominated Pam Dunning. Vote 5-0-0.**

#### 13. Town Manager's Report

The safety audit will take place on June 4.

The county assessment was distributed as part of the agenda package.

The 4th of July theme this year is Small Town Traditions. The celebration will include a parade, car show, games and activities, music by the Generics and fireworks. The 4th of July committee meets on Fridays at 8:30 a.m. and new members are welcome.

On Tuesday, May 22, at 7 p.m., a public hearing will be held on the warrant and the RSU withdrawal question. The board will meet at 6:45 p.m. to award the catch basin and road striping bids.

#### 14. Other Board Business - None

#### 15. Adjournment

At 8:50, **Pam Dunning moved to adjourn. Vote 5-0-0.**

WISCASSET BOARD OF SELECTMEN,  
BOARD OF ASSESSORS, AND OVERSEERS OF THE POOR  
MAY 22, 2012

Preliminary Minutes

Tape recorded meeting

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 6:45 p.m.

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

3. New Business

A. Open 2012 Striping Bid

The following bids were received:

	Lucas Striping	Hagar Enterprise	Highway Safety Systems
4" white & yellow lines per lineal foot	.04	NA	.18
double yellow center line per lineal foot	.08	NA	.08
white edge line per lineal foot	.04	NA	.035
crosswalks per square foot	.65	.45	.45
stop bars per square foot	.65	1.75	.45
parking stalls per each	3.60	3.85	3.50
arrows per each	10.00	15.00	15.00

**Judy Colby moved to authorize the Town Manager to award the 2012 Striping Bid to the lowest qualified bidder. Vote 5-0-0.**

B. Open 2012 Catch Basin Bid

	Per Basin	Per Hour
Wilson Commercial Sweeping, Inc.	\$29.90	\$119.90
National Watermain Cleaning	\$45.00	\$185.00

**Judy Colby moved to authorize the Town Manager to award the 2012 Catch Basin Bid to the lowest qualified bidder. Vote 5-0-0.**

C. Certification of Ordinances

**Judy Colby moved that the Board of Selectmen certify the official copy of the Ordinances to be voted on at the Annual Town Meeting on June 12, 2012. Vote 5-0-0.**

D. Regional School Unit Budget Validation Referendum Warrant

**Judy Colby moved to authorize the annual RSU #12 Budget Validation Referendum Warrant for June 12, 2012. Vote 5-0-0.**

4. 7:00 p.m. Public Hearing

A. Public Hearing on RSU Withdrawal

Judy Colby read Article 4 on the June 12, 2012 warrant. Explanations in response to questions or comments were made as follows:

Constance Schumann, speaking personally, said if the Budget Committee vote were taken today, the vote would probably be 2-6 as she had changed her mind. In response to Susan Van Alsenoy's question as to why the selectmen had made no recommendation, Judy Colby said she did not want to influence voters, Pam Dunning said this was a political, not budgetary item and she wanted the citizens to make up their own minds without authority figures pointing them in a direction, Ed Polewarczyk said he was not in favor and had written a letter to the editor to that effect, but the decision was up to each individual.

#### B. Public Hearing on the Town Warrant and Ballot for the June 12 election

Article 10: In response to Susan Van Alsenoy's question regarding the Budget Committee's vote, Schumann said the consensus of the Budget Committee was that there could be efficiencies in combining Planning and Code Enforcement.

Article 11: In response to Susan Van Alsenoy's question regarding the Budget Committee's vote, Bob Blagden said the figure was too high and it would be better to negotiate without a figure in front of you.

Article 45: Roland Abbott, EMS and Ambulance Director, explained that the EMS-Cardiac Monitors, which were included in the amount in the budget for Capital Improvement, were vital equipment that the Ambulance needed in order to improve the quality of patient care. Constance Schumann, Richard Hanson and Dick Grondin recommended that the items in the Capital Improvement budget be listed individually with an amount so voters could approve individual items without having to approve all. Town Manager Laurie Smith said the definition of capital improvement was an item that costs over \$5,000 and will last three years or more. The selectmen had requested that all items be bundled so that one transfer of funds would be necessary. Bob Blagden said that when the Budget Committee reviewed the items there were no figures attached, and it did not seem right that all items should be included in one article.

Article 52: Laurie Smith summarized the housekeeping items under this article: It sets the interest on overpaid property taxes, authorizes payment of tax abatements, authorizes the Tax Collector to accept pre-payment of property taxes, authorizes the selectmen to sell and dispose of real estate acquired by the town, authorizes the selectmen to expend additional funds through grants, authorizes the town to accept gifts, authorizes the selectmen to sell or dispose of various items except real estate, authorizes the selectmen to transfer snowmobile registration funds to the snowmobile club, authorizes the selectmen to accept grants, authorizes town to transfer unexpended funds and take care of overdrafts, and allows the town to take care of TIF accounts in accordance with TIF agreements and state law.

Article 55: Bill Barnes warned against accepting the Montsweag Brook dam property that is now bringing in tax revenues, but will be tax-exempt if owned by the town.

The public hearing closed at 7:40 p.m.

Christine Wolfe, Town Clerk, announced that the RSU 12 budget meeting would be held on June 2, 10 a.m., at the Windsor School. This will be the only opportunity for residents to vote on the individual budget items.

#### 5. Adjournment

**Pam Dunning moved to adjourn the meeting. Vote 5-0-0.**

The Musical Wonder House is located at 16-18 High Street in Wiscasset, Maine. All those who visit this historic edifice quickly understand its name: a classic 1852 coastal Maine home of impressive size which serves as a showplace for the wonderful Konvalinka collection of mechanical music treasures. Now internationally renowned, the museum was founded and first opened to the public in 1963 by Danilo Konvalinka. In keeping with Danilo's wishes, the museum is now part of a trust which enables its continuing operation.

Every summer since 1963, thousands of travelers from near and far have paused to take a guided tour while exploring the Maine coast and its attractions. During the presentation, visitors see and hear an ever-changing display of ingenious mechanical instruments, mostly from the 1800's through the 1920's, which delighted our ancestors with in-home music and entertainment long before electricity, radio or television were part of daily life. Included are music boxes, player grand pianos, talking machines and phonographs, singing bird automata, carved whistling figures, and household items such as furniture, clocks, steins, porcelains, and even paintings – ALL playing music. The restored pieces are exhibited and demonstrated in opulent rooms furnished with antiques of the Victorian era. Before or after the tour, many folks explore the central hallway with its impressive flying staircase and coin-operated musical antiques which were once common in public buildings but are now almost forgotten.

Paulo Alves Carvalho

Trustee of Musical Wonder House

Wiscasset – Maine – 04578

207 882-7163

## 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.

10.12.1 Small Wind Energy Conversion System Ordinance Waivers or Modifications. The Planning Board may, after a public hearing, grant a waiver or modification from the strict application of the provisions of this ordinance if, in the opinion of the Planning Board, the grant of the waiver or modification is in the best interests of the Town of Wiscasset. The Planning Board may consider as reasonable factors in evaluating the request, which may include, the impact of the waiver or modification on the neighborhood, including the potential detriment to nearby properties; the benefit to the applicant; feasible alternative; the scope of the request; the lack of adverse effect on the general health, safety and welfare of the town. The applicant shall have the burden of proof.

10.12.2 Site Plan Review (Article VIII) Waivers or Modifications. The Planning Board may waive or modify any Site Plan Review requirement or performance standard when the applicant clearly establishes and documents that the requirement or standard would not be applicable or would be an unnecessary burden upon the applicant and would not adversely affect the abutting landowners or the general health, safety and welfare of the public.

## 11. STREET NAMING AND ADDRESSING [6-10]

### 11.1 Purpose

The purpose of this ordinance is to enhance the easy and rapid location of properties by law enforcement, fire, rescue, emergency medical services personnel, and postal delivery in the Town of Wiscasset.

### 11.2 Authority

This ordinance is adopted pursuant to and consistent with the Municipal Home Rule Powers as provided for in Article VIII, Part 2, Section 1 of the Constitution of the State of Maine and Title 30-A, M.R.S.A., Section 3001.

### 11.3 Administration

This ordinance shall be administered by the Wiscasset Board of Selectmen with advisement from the addressing officer. The addressing officer is authorized to recommend the assignment of road names and numbers to all properties in accordance with subsections 11.4, 11.5 and as outlined within the most recent edition of the Enhanced 9-1-1 Addressing Office Manual. The addressing officer shall also be responsible for maintaining the following official records of the ordinance:

- A. A Town of Wiscasset Enhanced 9-1-1 Maintenance Map Book showing road names and numbers.
- B. A data base of all property owners as identified by current assessment records, by last name, showing the assigned numbers.
- C. A data base of all roads with property owners listed in order of their assigned numbers.

#### 11.4 Naming System

All roads that serve two or more properties shall be named regardless of whether the ownership is public or private. For the purposes of this ordinance, a "road" refers to any highway, road, street, avenue, lane, private way, or similar paved, gravel or dirt thoroughfare. "Property" refers to any property on which a more or less permanent structure has been erected or could be placed. A road name assigned by the Town of Wiscasset shall not constitute or imply acceptance of the road as a public way. The following criteria shall govern the naming system:

- A. No new roads shall be given the same name as existing roads (e.g., Pine Road and Pine Lane).
- B. No new roads shall have similar sounding names as existing roads (e.g. Beech Street and Peach Street).
- C. Each new road shall have the same name throughout its entire length.
- D. New road signs shall be purchased and installed by the Town of Wiscasset.

#### 11.5 Numbering System.

Numbers shall be assigned along both sides of the road at locations determined by the addressing officer. The addressing officer shall assign numbers to new properties at the time of subdivision approval, building permits or certificate of occupancies. The following criteria shall govern the numbering system:

- A. Property address numbers shall be whole numbers and shall not have fractions (e.g., 45½ Brown Street).
- B. The addressing officer shall keep records of all numbers assigned under this ordinance.
- C. Upon assigning a number to any property, the addressing officer shall send written notice of the assigned number to the owner, occupant or person in charge of the property.

- D. Where a structure contains more than one dwelling or business, the addressing officer shall determine whether each dwelling or business shall be assigned its own road number or whether, because of the quantity or configuration of the dwellings or places of business within the business, only one road number should be assigned to the structure.

#### 11.6 Posting of Road Address

All owners of structures shall, within 30 days after receipt of written notice from the addressing officer or on the effective date of this ordinance, display and maintain in a conspicuous place and legible from the road, the assigned number in the following manner:

- A. The number must be made of materials which are reflective or which contrast with the background materials so that the number is visible after dark when illuminated by a flashlight from the road.
- B. Where one driveway allows shared access to more than one address, a road number sign shall be erected at the road intersection. The sign must clearly represent the range of addresses that can be accessed by this shared driveway and a similar sign must appear at every split or fork of the driveway.
- E. Where a dwelling or business is set back out of view from the road and there is no mailbox available to post the address, a road number sign shall be displayed on a post, fence, wall, mailbox, or on some structure in order to clearly display the assigned road address.
- F. Where a principal structure contains more than one dwelling or business and each dwelling or business has been assigned a separate road number, the road number shall be displayed at a location that is conspicuous and legible from the road.
- G. The owner, occupant or person in charge of each dwelling, business or structure to which a number has been assigned shall maintain such number so it is conspicuous and legible from the road at all times of the year.

#### 11.7 Enforcement

The Wiscasset Code Enforcement Officer shall enforce the provisions of this ordinance. Any individual, person, firm, corporation, partnership or other business entity violating the provisions of this ordinance shall be duly notified by a written warning stating the action necessary to achieve compliance and a compliance date by which such action must be taken. If the individual, person,

firm, corporation, partnership or other business entity to which the notice is addressed does not correct the violation by the compliance date, such person is subject to a fine not less than \$10.00 nor more than \$50.00. Each day of a continuing violation shall be deemed a separate offense.

#### 11.8 Effective Date

This ordinance shall become effective as of June 9, 2010. The addressing officer shall notify owners of properties existing on or before the effective date of this ordinance which do not have posted road addresses of the requirements of this ordinance. It shall be the duty of each property owner to comply with this ordinance within 30 days following notification.

**TOWN OF WISCASSET, MAINE**  
**DELINQUENT TAX PAYMENT AGREEMENT**  
**Matured Tax Liens**

This Agreement is made between the Town of Wiscasset (hereinafter, Town) and Michael H. Carlton, (hereinafter, Taxpayer).

By virtue of one or more matured real estate tax liens, Town owns Taxpayer's real estate depicted on Wiscasset Tax Map R03 as Lot 069-001, and being more particularly described in a deed recorded in the Lincoln County Registry of Deeds in Book 3014 at Page 5. The matured real estate tax liens are recorded in said Registry in Book 4418 at Page 79 for the tax year 2010, Book 4297 at Page 60 for the tax year 2009, Book 4175 at Page 35 for the tax year 2008, Book 4043 at Page 300 for the tax year 2007, Book 3881 at Page 25 for the tax year 2006, Book 3708 at Page 209 for the tax year 2005, Book 3474 at Page 109 for the tax year 2004 and Book 3363 at Page 269 for the tax year 2004.

There are other unpaid debts Taxpayer owes to Town as follows: Sewer: \$ -0-; Transfer Station: \$ -0-; Other -0-.

Taxpayer desires to enter into an Agreement with Town for the full payment of all outstanding taxes; debts, interest and related charges, and the Wiscasset Board of Selectmen have authorized Wiscasset's Town Manager to enter into such Agreements with Taxpayers. Now, therefore, Town and Taxpayer mutually agree to the following:

1. **POSSESSION:** Town agrees to permit Taxpayer to remain in possession of the subject premises for the duration of this Agreement. Taxpayer shall be responsible for all charges associated with the premises including, but not limited to, upkeep and insurance. Town will have no financial or other obligation with regard to the subject premises during the term of this Agreement, and Taxpayer shall hold Town harmless from all claims of whatever nature to persons or property occurring at the premises.
  
2. **TERM:** Taxpayer currently owes to Town \$21,727.96 in taxes, including interest and related statutory charges, and \$ -0- in other unpaid debts. Taxpayer shall pay to Town all unpaid taxes that have been assessed against the premises together with statutory charges and the interest which has accrued on these taxes as of this date. If Taxpayer does not default in his or her payments under this Agreement then no further interest shall accrue on the taxes which have been assessed as of this date. However, should Taxpayer default in the payments due under this Agreement then Town shall have the right, in its sole discretion, to begin charging additional interest on these taxes at the rate of 7% as of the date of the default or as of such later date as Town shall choose. Taxpayer shall also pay to Town all taxes assessed against the property during the term of this Agreement, plus statutory charges and accrued interest, and the interest on the taxes assessed during the term of this Agreement shall not abate but shall continue to accrue. Taxpayer is paying \$ -0- at the time of the signing of this Agreement and will pay \$ 200.00 per month until all amounts of tax, interest and related statutory charges pertaining to the premises, and all other debts that Taxpayer owes to Town, are paid in full. The first monthly payment due hereunder will be due on June 11, 2012, and subsequent payments will be due each month thereafter and on the 11<sup>th</sup> day of each month until the amounts Taxpayer owes under this Agreement are paid in full. If applicable, Town will continue to file tax liens against the premises during the term of

to these new liens, and the charges associated with these will be added to the amount that Taxpayer owes to Town. **Important:** Town will not bill Taxpayer for the monthly amounts due hereunder, nor notify Taxpayer of his or her failure to make a payment. **It is up to Taxpayer to keep track of when payments are due and to pay them on time.**

3. **ALLOCATION OF PAYMENTS:** Payments will be applied to the earliest tax year covered in this Agreement first and work forward to the most recent tax year. Each payment will be applied first to outstanding tax-related fees for the tax year in question, then to accrued interest for that year, and the remainder applied to the principal due on that year's tax. When all of these taxes, interest and charges are paid in full then any further payments will be applied to any other debts Taxpayer may owe to Town.

4. **TITLE:** Town will retain title to the subject premises until Taxpayer completes his or her obligations pursuant to the terms and conditions of this Agreement. Town will reconvey the premises to the prior owner(s) by a Release Deed upon Taxpayer's completion of his or her obligations under this Agreement

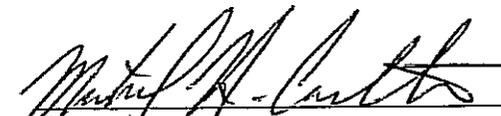
5. **WAIVER:** By execution of this Agreement Town does not waive its statutory rights to assess taxes on the subject property, record liens against it, and foreclose on said liens. Further, by execution of this Agreement Town does not subordinate its position to any mortgage holder or any other party in interest to the subject property. However, Town will refrain from taking possession of the property or instituting a lawsuit to confirm Town's title to the property as long as Taxpayer adheres to his or her obligations under this Agreement.

6. **BREACH:** Taxpayer's failure to pay any amount due hereunder within fifteen (15) days of the date the payment is due shall be deemed a breach of this Agreement. Town may use any and all methods available that it chooses to insure collection of the outstanding debt up to, and including, taking possession of the subject property and/or initiating a lawsuit to confirm Town's title to the subject property. Town's failure to complain of any action or non-action by Taxpayer, no matter how long the same may continue, shall not be deemed a waiver at any time of the provisions of this Agreement. Further, no waiver at any time of any provisions of this Agreement shall be construed as a waiver of any other provision of this Agreement, nor be construed as a waiver of the same provision at any subsequent time.

IN WITNESS WHEREOF, Town and Taxpayer have executed this Agreement in duplicate on this date: \_\_\_\_\_.

TOWN OF WISCASSET

By \_\_\_\_\_  
Laurie Smith, its Town Manager

  
Taxpayer

Printed name:

MICHAEL H. CARLTON

9 D



# Town of Wiscasset

30 May 2012

To: Wiscasset Tax Club members

We want to thank you for participating in Wiscasset's first Tax Club. This has proven to be a valuable option for many to deal with the task of paying their taxes.

Some members are currently paid in full for the 2011/2012 tax year while others have the June installment remaining. Enclosed is the balance due for those of you who will be sending the June installment.

We have also enclosed the 2012/2013 tax year agreement and installment coupons for July, August, and September. As last year the first three months payments are based on the current year total. After taxes are committed we will calculate the years' balance and mail the remaining coupons. Please complete the agreement and return to enroll you in the 2012/2013 club.

Any questions? Stop by or call!

Finance Department

TOWN OF WISCASSET  
2012-2013

**Monthly Tax Club Payment Plan Agreement**

**PURPOSE OF PLAN:** The Tax Payment Plan benefits the tax payer by relieving the pressure of dual lump sum payments and enabling one to budget those obligations out over a 12 month period as well as avoiding interest charges. This in turn benefits the Town by creating a more predictable cash flow.

\* \* \* \* \*

I, (we), the undersigned, do hereby agree to pay the estimated 2012 tax bill in twelve (12) payments for the months July 2012 to June 2013, inclusive. All payments are rounded off to the nearest dollar for ease in bookkeeping until the final payment. **Payments shall be made on the 15<sup>th</sup> of each month.**

**Enclosed are your payment stubs for the first three months (July, August, and September) installments. These represent estimated installments based on the 2011-2012 tax year. When the annual billing is committed, you will then receive your official payment book with your calculated monthly payments. In May or early June of 2013 you will receive the balance due for the June 15, 2013 payment.**

If your payment is not received by the end of each month, this agreement shall become null and void and interest on the balance will begin to accrue at the normal Town interest rate, beginning from the date of the last payment.

It is **not** the responsibility of the Town to notify a Payment Plan member of delinquent payments.

\_\_\_\_\_  
Name of Property Owner (s): 1) \_\_\_\_\_

2) \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Physical Property Location: \_\_\_\_\_

Map/Lot #: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Signature(s) Owner: 1) \_\_\_\_\_

Owner: 2) \_\_\_\_\_

**OFFICE USE ONLY**

Annual Taxes: \_\_\_\_\_ # of payments: \_\_\_\_\_ Account #: \_\_\_\_\_

Monthly Payment Amount: \_\_\_\_\_ Date 1<sup>st</sup> Payment Due: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# Town of Wiscasset

11B

May 29, 2012

Sam Patterson  
1091 Commercial Street  
Rockport, ME 04856

Dear Mr. Patterson:

Thank you for meeting with Shari Fredette, the Town Treasurer, and myself regarding your outstanding sewer balance. As we discussed, the Town has a number of liens on your property which the Selectmen have directed us to foreclose upon for past due sewer bills. The amount of the liens total over \$20,000 and there are additional charges which have not been liened at this point.

At the meeting you stated that you wish to enter into a payment agreement with the Town and gave us a \$3,000.00 deposit. The Town Treasurer has placed the \$3,000.00 in a holding account until we are able to receive authorization from the Board of Selectmen. I have enclosed for you a matured sewer lien agreement which the Selectmen may authorize at their June 5<sup>th</sup> Selectmen's meeting. The Town's attorney has communicated that I am unable to enter into a payment agreement until the Selectmen authorize the Treasurer and I to do so.

The agreement will continue to be in effect until the entire sewer balance is paid in full. Please verify the payment amounts in the agreement before you sign. The agreement states that you will pay \$3,000 at the time of signing (your down payment) and will pay an additional \$3,000 on June 15<sup>th</sup> and on the 15<sup>th</sup> of each month until it is paid in full. Should you wish to change these amounts please let me know immediately.

Please sign the enclosed agreement and return to us prior to the 5<sup>th</sup> of June so that we may receive approval from the Board of Selectmen. Should you have any questions please feel free to contact me.

Sincerely,

Laurie A. Smith  
Town Manager

**TOWN OF WISCASSET, MAINE**  
**DELINQUENT SEWER PAYMENT AGREEMENT**  
**Matured Sewer Liens**

This Agreement is made between the Town of Wiscasset (hereinafter, Town) and Sam Patterson, (hereinafter, Debtor).

By virtue of one or more matured real estate sewer liens, Town owns Debtor's real estate depicted on Wiscasset Tax Map R-7 as Lot 39, and being more particularly described in a deed recorded in the Lincoln County Registry of Deeds in Book 3736 at Page 67. The matured sewer liens are recorded in said Registry in Book 4110 at Page 141, Book 4198 at Page 318, Book 4054 at Page 126, Book 4002 at Page 133, Book 4243 at Page 264, and in Book 3988 at Page 37.

Debtor desires to enter into an Agreement with Town for the full payment of all outstanding sewer fees, debts, interest and related charges, and the Wiscasset Board of Selectmen have authorized Wiscasset's Town Manager to enter into such Agreements with Debtor. Now, therefore, Town and Debtor mutually agree to the following:

1. **POSSESSION:** Town agrees to permit Debtor to remain in possession of the subject premises for the duration of this Agreement. Debtor shall be responsible for all charges associated with the premises including, but not limited to, upkeep and insurance. The debtor will maintain a public liability policy satisfactory to the Town naming the Town as an additional insured. Town will have no financial or other obligation with regard to the subject premises during the term of this Agreement, and Debtor shall hold Town harmless from all claims of whatever nature to persons or property occurring at the premises.
2. **TERM:** Debtor currently owes to Town \$38,671.80 in sewer fees, including interest and related statutory charges. Debtor shall pay to Town all unpaid sewer fees that have been assessed against the premises together with statutory charges and the interest which has accrued on these sewer fees as of this date. If Debtor does not default in his or her payments under this Agreement then no further interest shall accrue on the sewer fees which have been assessed as of this date. However, should Debtor default in the payments due under this Agreement then Town shall have the right, in its sole discretion, to begin charging additional interest on these sewer fees at the rate of 7% as of the date of the default or as of such later date as Town shall choose. Debtor shall also pay to Town all sewer fees assessed against the property during the term of this Agreement, plus statutory charges and accrued interest, and the interest on the sewer fees assessed during the term of this Agreement shall not abate but shall continue to accrue. Debtor is paying \$3,000.00 at the time of the signing of this Agreement and will pay \$3,000.00 per month until all amounts of sewer fees, interest and related statutory charges pertaining to the premises, and all other debts that Debtor owes to Town, are paid in full. The first monthly payment due hereunder will be due on June 6<sup>th</sup>, and subsequent payments will be due each month thereafter and on the 15<sup>th</sup> day of each month (beginning June 15<sup>th</sup>) until the amounts Debtor owes under this Agreement are paid in full. If applicable, Town will continue to file sewer liens against the premises during the term of this Agreement and to follow all statutory steps with regard to these new liens, and the charges associated with these will be added to the amount that Debtor owes to Town. **Important:** Town

will not bill Debtor for the monthly amounts due hereunder, nor notify Debtor of his or her failure to make a payment. **It is up to Debtor to keep track of when payments are due and to pay them on time.**

3. **ALLOCATION OF PAYMENTS:** Payments will be applied to the earliest year covered in this Agreement first and work forward to the most recent year. Each payment will be applied first to outstanding sewer-related fees for the year in question, then to accrued interest for that year, and the remainder applied to the principal due on that year's fees. When all of these sewer fees, interest and charges are paid in full then any further payments will be applied to any other debts Debtor may owe to Town.

4. **TITLE:** Town will retain title to the subject premises until Debtor completes his or her obligations pursuant to the terms and conditions of this Agreement. Town will reconvey the premises as is and without warranties to the prior owner(s) by a Release Deed upon Debtor's completion of his or her obligations under this Agreement

5. **WAIVER:** By execution of this Agreement Town does not waive its statutory rights to assess sewer fees on the subject property, record liens against it, and foreclose on said liens. Further, by execution of this Agreement Town does not subordinate its position to any mortgage holder or any other party in interest to the subject property. However, Town will refrain from taking possession of the property or instituting a lawsuit to confirm Town's title to the property as long as Debtor adheres to his or her obligations under this Agreement.

6. **BREACH:** Debtor's failure to pay any amount due hereunder within fifteen (15) days of the date the payment is due shall be deemed a breach of this Agreement. Town may use any and all methods available that it chooses to insure collection of the outstanding debt up to, and including, taking possession of the subject property and/or initiating a lawsuit to confirm Town's title to the subject property. Town's failure to complain of any action or non-action by Debtor, no matter how long the same may continue, shall not be deemed a waiver at any time of the provisions of this Agreement. Further, no waiver at any time of any provisions of this Agreement shall be construed as a waiver of any other provision of this Agreement, nor be construed as a waiver of the same provision at any subsequent time.

7. Notice of Right to Cure according to 14 M.R.S.A. Section 6111: Notwithstanding the terms herein, if Debtor is more than thirty (30) days late in making any payment required hereunder, Debtor may cure the default if Debtor pays the overdue payment within fifteen (15) days of receiving a notice of default of this Agreement from the Town. The Town shall have discretion to accept or reject other payments to cure default. The Town's discretionary acceptance of payment to cure whether timely or not, however, shall not constitute a waiver of this term or of this Agreement.

IN WITNESS WHEREOF, Town and Debtor have executed this Agreement in duplicate on this date: \_\_\_\_\_.

TOWN OF WISCASSET

By \_\_\_\_\_  
Laurie Smith, its Town Manager

\_\_\_\_\_  
Debtor

Printed name:

**RELEASE DEED**

THE INHABITANTS OF THE MUNICIPALITY OF WISCASSET, a body corporate, located at Wiscasset, Lincoln County, Maine, for consideration paid, release to JAN GUNNARSON, of Sweden (P.O. Address: Hamnvagen2B, 432 64 BUA, Sweden), all interest acquired in land in Wiscasset, Lincoln County, Maine, depicted on Wiscasset Tax Map R04, Lot 5, by virtue of a real estate tax lien recorded in the Lincoln County Registry of Deeds in Book 1479 at Page 348.

The purpose of this conveyance is to release any interest which Wiscasset acquired in said real estate by virtue of said real estate tax lien recorded in the Lincoln County Registry of Deeds in Book 1479 at Page 349. This conveyance shall not operate as a waiver of any current year's real estate taxes which may be due or become due.

The said Inhabitants of the Municipality of Wiscasset have caused this instrument to be signed in its corporate name by Judith Colby, William Curtis, Pamela Dunning, David Nichols and Edward Polewarczyk, its Selectboard thereunto duly authorized, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

INHABITANTS OF THE  
MUNICIPALITY OF WISCASSET

\_\_\_\_\_  
Witness

By \_\_\_\_\_  
Judith Colby, Selectperson  
Chairman of the Board

\_\_\_\_\_  
Witness

By \_\_\_\_\_  
William Curtis, Selectman

\_\_\_\_\_  
Witness

By \_\_\_\_\_  
Pamela Dunning, Selectperson

\_\_\_\_\_  
Witness

By \_\_\_\_\_  
David Nichols, Selectman

\_\_\_\_\_  
Witness

By \_\_\_\_\_  
Edward Polewarczyk, Selectman

STATE OF MAINE  
Lincoln, ss.

\_\_\_\_\_, 2012

Then personally appeared before me the above-named \_\_\_\_\_, Selectperson of the Town of Wiscasset, and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of the said Inhabitants of the Municipality of Wiscasset.

\_\_\_\_\_  
Notary Public

Printed name:



# Town of Wiscasset

11E

May 17, 2012

From: Greg Griffin, Road Commissioner

Subject: Request for Bid  
2012 Bituminous Paving - Road Reclamation  
Wiscasset, Maine

The Town of Wiscasset is seeking qualified bidders for its 2012 Bituminous Paving Program. The following specifications detail the design and extent of the proposed work. In order to be considered, potential bidders must complete the enclosed bid form and return it, in a sealed envelope, to the following address before 12:00 noon, on Tuesday, June 5, 2012.

2012 Bituminous Paving Bid  
Greg Griffin  
Road Commissioner  
Town of Wiscasset  
51 Bath Road  
Wiscasset, ME 04578-4108

## GENERAL SCOPE OF WORK:

This work consists of furnishing and placing hot bituminous pavement on certain roadways and other areas within the Town of Wiscasset. The work shall consist of supplying the aggregate and bitumen, producing and hauling the hot bituminous mixture to the job site and putting same in place as instructed here in or as directed by the Road Commissioner or his designated representative. The Town will do all associated shoulder work required to complete paving work.

## SPECIFICATIONS:

As part of this bid, unless otherwise stated in this document, MDOT Standard Specifications shall govern the supply of materials, the manufacture of bituminous concrete and the placement, compaction and testing of the bituminous concrete. All interpretations of these specifications shall be requested in writing.

## TRAFFIC CONTROL:

The Contractor shall be responsible for traffic control during the performance of work. One lane of traffic must be open at all times. As a minimum traffic control shall comply with the Manual on Uniform Traffic Control Devices (MUTCD).

## INSPECTION OF WORK:

All materials and every detail of the work will be subject to inspection by the Road Commissioner or his designated representative. The Road Commissioner or his designated representative shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor required to make a complete and detailed inspection.

If the Road Commissioner or his designated representative requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standards of the specifications. Should the work thus exposed or examined prove to be acceptable, the uncovering or removing and the replacing of the covering or making good the parts removed will be paid for as extra work. Should the work exposed or examined prove to be unacceptable, the uncovering or removing and the replacing of the covering or making good the parts removed, will be at the Contractor's expense.

Any work done or materials used without supervision or inspection by an authorized Town representative may be ordered removed and replaced at the Contractor's expense unless the Town representative failed to inspect after having been given reasonable notice that the work was to be performed.

The approval and acceptance of the work by the Road Commissioner or his designated representative shall be a condition precedent to payment by the municipality.

## DELIVERY SLIPS:

Serially pre-numbered delivery slips for each haul shall be delivered at the end of each day to the Road Commissioner. The delivery slip shall contain the date of the haul, its weight rounded to the nearest one-hundredth of a ton and the running total weight for the date. The job Foreman shall indicate the location of placement on each delivery slip.

## CHARACTER OF WORKMEN, METHODS, AND EQUIPMENT:

1. The Contractor shall at all times employ sufficient superintendents, foremen, labor and equipment for prosecuting the several classes of work to full completion in the manner and time required by these specifications and contract.

All workmen shall have sufficient skill and experience to perform properly the work assigned to them.

Any person employed by the Contractor or by any subcontractor who, in the opinion of the Road Commissioner or his designated representative does not perform their work in a proper and skillful manner or is intemperate or disorderly, shall at the written request of the Road Commissioner or his designated representative be removed forthwith by the Contractor or subcontractor employing such person and shall not be employed again in any portion of the work without the approval of the Road Commissioner or his designated representative.

Should the Contractor fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, the Road Commissioner may suspend the work by verbal notice until such orders are complied with.

2. All equipment which is proposed to be used on the work site, shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work and to meet all safety requirements. In addition, all work and equipment shall comply with MDOT Standard Specifications. Equipment used on any portion of the project shall be such that no injury to the roadway, adjacent property, or other highways will result from its use.

3. Contractor shall be required to leave all sites where work is performed in a neat and presentable manner as determined by the Road Commissioner or his designated representative.

4. The placement of bituminous pavement shall be carried on only when the surface on which the material is to be placed is dry and when the atmospheric temperature is above 50° F and has not been below 40° F during the preceding 24 hours, except with written permission of Road Commissioner or his designated representative.

5. For overlays the Contractor shall grind the existing pavement (36" wide across roadway and 1 inch deep) as directed by the Road Commissioner or his designated representative.

6. All new overlay sections shall be tack coated for a minimum of 3 feet at all beginning and end points.

## INSURANCE:

The Contractor, at its own expense, shall maintain adequate insurance during the performance of the work to protect the interests of the participants. This insurance shall include Contractor's public liability and property damage insurance, motor vehicle public liability and property damage insurance, and Worker's Compensation insurance. The Contractor shall hold the Town of Wiscasset harmless from any and all claims for personal injury and property damage arising out of the performance of their work. The Contractor shall provide a Certificate of Insurance naming the participants as insured parties to evidence compliance with this provision. Prior to commencement of any work, the contractor shall provide a Certificate of Insurance with a combined single minimum limit of \$500,000 with statutory requirements for Workers Compensation and Fleet Insurance.

## ESTIMATED QUANTITIES:

Contractor to verify measurements. Contractor must be willing to meet the demand for materials as required by the town.

## GUARANTEE:

The contractor guarantees that the work performed under this contract will be free from defects and flaws. This guarantee shall be for a period of one year from date of placement. This guarantee shall not include any repairs made necessary by any cause or causes other than defective work or materials furnished by contractor.

## COORDINATION OF WORK:

All work shall be scheduled and coordinated with and through the Road Commissioner. Work is to be performed between contract award and 31 July 2010. This schedule may be adjusted by the town to suit its needs. Working hours are 7 a.m. to 6 p.m. Monday-Friday. The town may levy a fine of \$500.00 per day beyond 31 July 2010.

## INCIDENTAL WORK:

Contractors pricing is to include the following:

- \* Traffic Control
- \* Surface compaction prior to placing binder course
- \* Surface cleaning prior to placing surface course
- \* Removal of puddled water
- \* Tacking of cold joints
- \* Other work listed in specifications, which are not specifically covered under any of the pay items

## PAY ITEMS:

The following is a description of the bid items contained on the Bid Form.

Hot Bituminous Pavement, "B-Mix": This includes machine placed mix for a 2" compacted depth, which also includes vibratory and rubber tire roller compaction of the town or contractor graded road surface. Rollers used for compaction of the mix shall meet the requirements of MDOT 401.111 and 401.112.

Hot Bituminous Pavement, "D-Mix": This includes machine placed surface mix for a 1.25" compacted depth with cleaning of the surface prior to pavement placement. Rollers used for compaction of the mix shall meet the requirements of MDOT 401.111 and 401.112.

Hot Bituminous Pavement, "Shim Mix": This includes machine placed shim mix for a minimum 1/4" compacted depth with cleaning of the surface prior to pavement placement. Rollers used for compaction of the mix shall meet the requirements of MDOT 401.111 and 401.112.

Hot Bituminous Pavement, "D-Mix", Hand Placed: This includes hand placing surface mix and compaction of the mix with cleaning of the surface prior to pavement placement.

Grinding Existing Roadway Pavement: This includes the supply of labor, material and equipment needed to grind the existing pavement (36" wide, 1 inch deep across roadway) prior to placing overlay. Cleanup of grindings is considered incidental work and is to be included in the unit price of this item.

Grinding Existing Driveway Pavement: This includes the supply of labor, material and equipment needed to grind the existing pavement (15" wide (min.), 3/4 inch deep across driveway) prior to placing driveway apron. Cleanup of grindings is considered incidental work and is to be included in the unit price of this item.

Emulsified Asphalt, Applied: This includes machine placed HFMS-1 applied at a rate of 0.025 gallons per square yard. Location to be determined by the town Road Commissioner or his designated representative.

Bituminous Curb: This includes surface cleaning, material, labor and equipment necessary for installation of bituminous curb.

Reclamation: This includes full compensation for the successful completion of pavement reclamation as specified below. Payment will be a lump sum for each road. Please note incidental work outlined later.

RECLAMATION:

The proposed reclamation projects are located on portions of Shady Lane and Chewonki Neck Road. The final limits of work will be determined by the Road Commissioner or his designated representative prior to construction. The contractor will be required to maintain the roadway between the time work commences and pavement is placed.

ITEMS OF WORK/MATERIALS:

The reclaimed material shall meet the following gradation:

Sieve Size	% Passing by Weight
3"	100
1 - 1/2"	80 - 100
3/4"	55 - 90
# 4	40 - 70
# 200	3 - 10

The method used shall ensure that the entire mass of material shall be uniformly graded to these specifications. The contractor shall make allowances to permit the Town to add gravel to the reclaimed materials as needed prior to final grading and compacting.

The existing pavement shall be reclaimed together with the underlying base material or the imported material to a depth of six (6) inches. It shall be shaped and graded to uniform grades and elevations as directed by the Road Commissioner or his designated representative. The restored cross section shall then be thoroughly compacted to a dense consolidated mass by rolling with a vibratory steel wheel roller weighing not less than ten (10) tons.

The finished surface shall be checked for smoothness and accuracy of grade and, if any portion is found to lack required smoothness or accuracy, such portion shall be rescarified, reshaped, recompacted and otherwise manipulated as the town may direct until the required smoothness and accuracy is obtained. The finished surface shall be such that it will not vary more than one-quarter (1/4) inch from a ten (10) foot straight edge applied to the surface paralleled to or at right angles to the centerline.

INCIDENTAL WORK:

- 1) The work shall be constructed one-half width at a time to allow for the passage of through traffic and maintained in a condition that will allow safe vehicular and pedestrian passage, at all times. Access to property abutters is to be provided as necessary. At the end of each workday the Contractor shall leave the roadway in a condition that approximates the

roadway profile and cross section and in a condition suitable for the passage of normal traffic.

- 2) The Contractor shall be responsible for furnishing, installing, maintaining and removing of traffic control devices necessary to provide reasonable protection for motorists, pedestrians and construction workers. Traffic control devices include, but are not limited to: signs, signals, lighting devices, markings, barricades, channelizing, hand signaling devices and flaggers. As a minimum traffic control shall comply with the Manual on Uniform Traffic Control Devices (MUTCD).
- 3) The Contractor shall be required to cut a joint across the roadway at all intersections, as well as at the beginning and end of the project and match the existing pavement, which is to remain.
- 4) All rocks three inches or smaller in diameter shall be incorporated into the base. Larger rocks removed from the roadway shall be disposed of by the Contractor at a town designated site.

BID FORM

2012 BITUMINOUS PAVING-WISCASSET, MAINE

The undersigned, having inspected all the paving sites listed and having familiarized themselves with all conditions likely to be encountered that will effect the cost and schedule of work, and having examined all of the bid documents, hereby proposes to furnish all labor, materials, tools, equipment, and services necessary to perform all of the work in accordance with all specifications cited for the bid prices noted below.

The undersigned further declares that the only parties interested in this Proposal as principals are named herein, that this Proposal is made without collusion with any other person or firm and that no officer or agent of the Town of Wiscasset is directly or indirectly interested financially in this bid Proposal.

There must be a bid price for each item listed. Unit prices must be written or typed numerically in ink, and extensions shall be filled in by the Bidder. If a unit price already entered by the Bidder in the proposal is to be altered, it shall be crossed out with ink, the new prices entered above or below it and initialed by the Bidder, also in-ink.

<u>ROAD</u>	<u>LENGTH</u>	<u>WIDTH</u>
1.) Mountain Rd.	1075 ft. +/-	Existing width from Bradford Rd. to the Town line.
Any Areas needing Shimming A MDOT certified "Shim mix" should be used Pave 1:25" D-Mix (Compacted depth)		
	LUMP SUM	<hr/>
2.) Bradford Rd.	10560ft +/-	existing width location pre-marked on pavement by Road Commissioner
Any Areas needing Shimming A MDOT certified "Shim mix" should be used Pave 1:25" D-Mix (Compacted depth)		
	LUMP SUM	<hr/>

BID FORM

2012 ADDITIONAL WORK (IF REQUIRED)

The undersigned, having inspected all the paving sites listed and having familiarized themselves with all conditions likely to be encountered that will effect the cost and schedule of work, and having examined all of the bid documents, hereby proposes to furnish all labor, materials, tools, equipment, and services necessary to perform all of the work in accordance with all specifications cited for the bid prices noted below.

The undersigned further declares that the only parties interested in this Proposal as principals are named herein, that this Proposal is made without collusion with any other person or firm and that no officer or agent of the Town of Wiscasset is directly or indirectly interested financially in this Bid Proposal.

There must be a bid price for each item listed. Unit prices must be written or typed numerals in ink, and extensions shall be filled in by the Bidder. If a unit price already entered by the Bidder in the proposal is to be altered, it shall be crossed out with ink, the new prices entered above or below it and initialed by the Bidder, also in ink.

- |   |       |             |
|---|-------|-------------|
| 1. Reclaim 6" (Include<br>Fine grade & compact) | _____ | Per Sq. Yd. |
| 2. Pave modified binder                         | _____ | Per Ton     |
| 3. Pave D-Mix                                   | _____ | Per Ton     |
| 4. Pave D-Mix hand work                         | _____ | Per Ton     |
| 5. Bituminous Curb                              | _____ | Per L.F.    |

Date: \_\_\_\_\_

Company: \_\_\_\_\_

Contact: \_\_\_\_\_



## SOLICITATION FOR BIDS

Town of Wiscasset  
51 Bath Road  
Wiscasset, ME 04578

The Town of Wiscasset is soliciting bids for the 2012 Bituminous Paving season.

Bid packets are available at the Town Office. Sealed bids must be returned to the Town Office no later than 12:00 noon, on Tuesday, June 5<sup>th</sup>.

Name of Bid: Bituminous Paving  
Contact Person: Greg Griffin, Road Commissioner  
Phone Number: 207-380-5556  
Bids to be opened: Tuesday, June 5<sup>th</sup>, 2012 at 7:00 p.m.

Bids will be publicly opened and read Tuesday, June 5, 2012 at 7:00 pm during the Selectmen's Meeting at the Town Office. The Municipal Officers (Selectmen) reserve the right to waive all formalities and to reject any and all bids (and to accept any bid).

The contract cannot begin until a proper Certificate of Insurance has been received and reviewed.



TOWN OF WISCASSET  
Main Street Pier  
Vendor Permit Application

APPLICANT NAME: FORREST FAULKINGHAM

BUSINESS NAME: MAINE SALTWATER OUTFITTERS & GUIDE SERVICE

MAILING ADDRESS: 834 W. ALNA RD, ALNA 04535

PHONE NUMBER: 207-882-8392, 841-7973

EMAIL ME SALTWTR @ yahoo. com

SEASONAL PERMIT:  DAY USE PERMIT:  DATE(s): \_\_\_\_\_

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

Returning Vendor  since \_\_\_\_\_

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

FRESH & SALTWATER GUIDING, boat & Kayaks  
Possibly Selling SALTWATER FLIES & T-SHIRTS/SWEAT SHIRT

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

2 folding lawn chairs, 1 14' kayak - ALL REMOVED  
DAILY

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

I DO NOT REQUIRE ELECTRICITY

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

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

  
Signature

4/9/12  
Date:

---

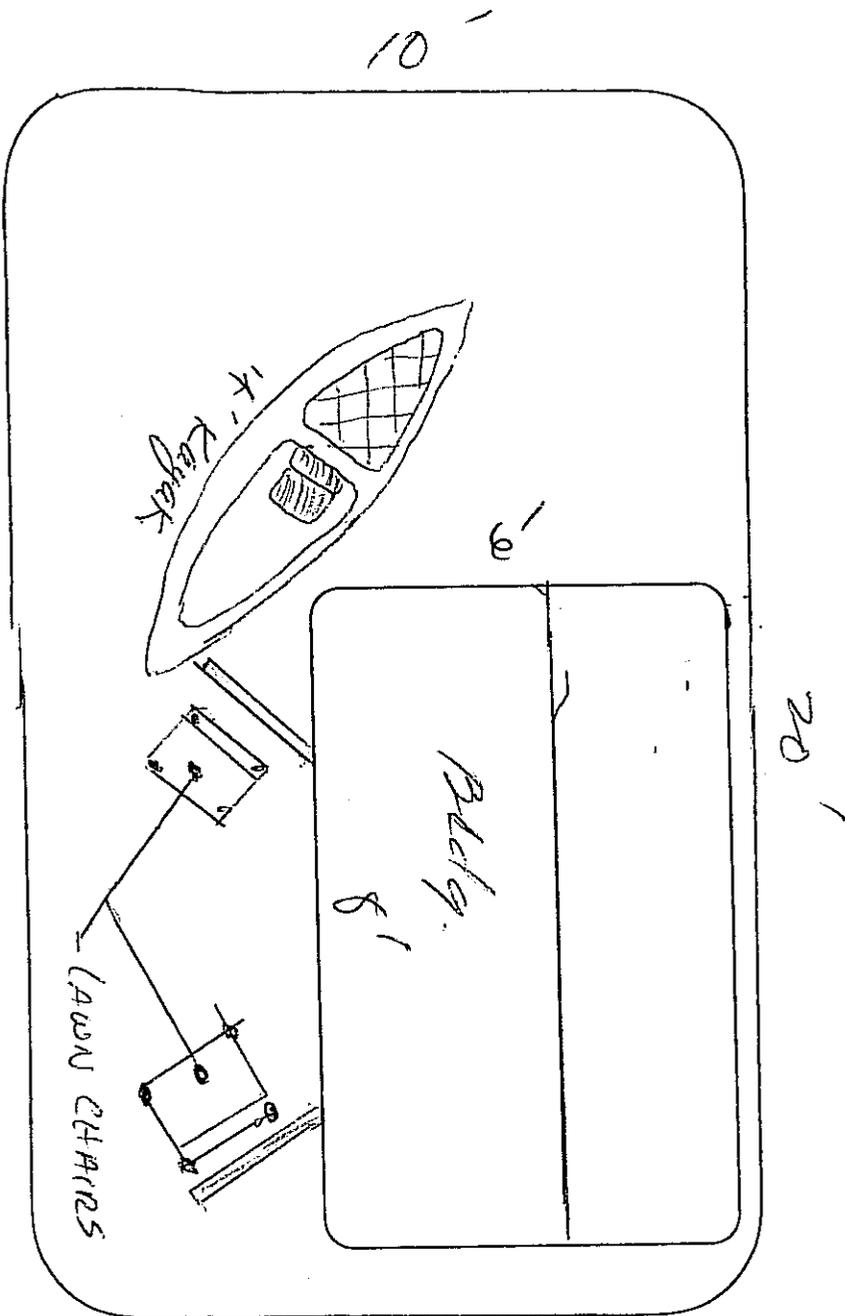
Office use only

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

Recommended \_\_\_\_\_ Not Recommended \_\_\_\_\_ by Waterfront Committee

Authorized by \_\_\_\_\_

MEANS WATER WIGGERS & WATER WIGGERS  
Proposed layout.



RT#1

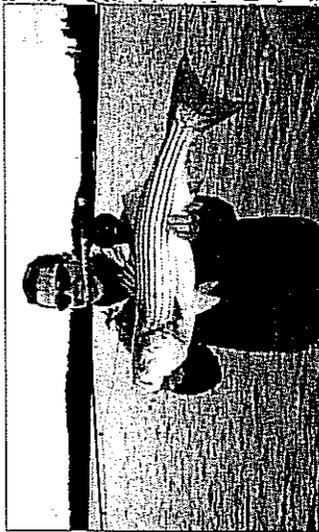


**MAINE SALTWATER OUTFITTERS & GUIDE SERVICE**

Golden Retrievers

04-10-2012 11:01

Half day (4+ hrs.) \$325.00  
 Full day (7 1/2 hrs.) \$425.00  
 For 1-2 anglers



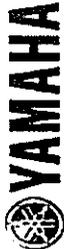
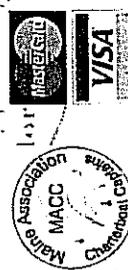
*Caught, photographed and released to fight another day!*

Please visit our website for:

- Local accommodations
- Latest fishing reports
- Weather reports
- Some of our favorite flies and lures.

We also do freshwater fishing, kayak trips & bike tours. Ask for details.

Catch and release encouraged but not mandatory, however current regulations will apply.

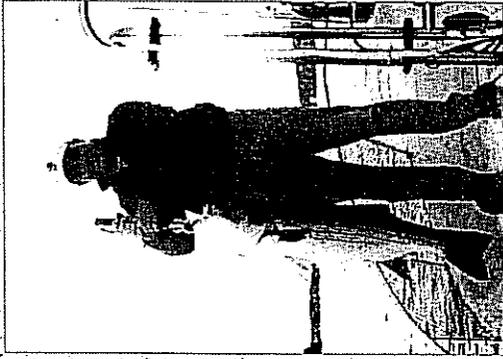


typically runs from early June to mid October.

- Sunglasses
- Sunscreen
- Hat
- Jacket

Rain gear (We fish rain or shine)

- 8-10 Wt. Flyrods
- Reels w/ 150 yds. backing
- 350-450 Grn. shooting head and/or Intermediate lines.
- 8-17 lb. Spinning rods
- Rubber bunker lures, bucktails, chug bugs.



*This could be you!*



*They did the same thing the next season!*

We supply all tackle fly, spin or bait, but ask you to be responsible for lost rods and reels.

# We guide from an 18' Hewes Flats Skiff

115 H.P. Yamaha

4 stroke

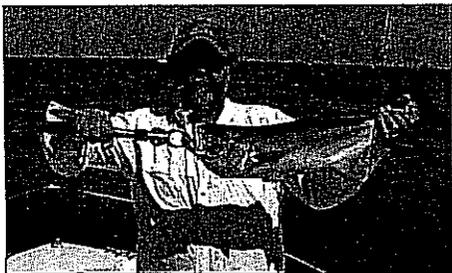
Fore and aft casting decks

Poling platform

Garmin Chartplotter / Fishfinder

Electric trolling motor

VHF radio and cell phone



## CAPT. FORREST

Is U.S. Coast Guard licensed and holds a Maine Master and Sea Kayaking guides license and has spent 35 years chasing fresh and saltwater game fish with flyrods and light tackle. He lives in Alna, Maine with his wife Syd and two St. Bernards, Bessie and LuLu.

President-  
Maine Association  
of Charterboat Captains

Member  
NACO

Maine Saltwater  
Outfitters & Guide Service  
836 West Alna Road  
Alna, ME 04535  
(207) 882-8392, 841-7973  
Email: mesaltwr@yahoo.com

FLY  
FO  
OI  
RI  
ANI

Ca

116



Paul R. LePage  
Governor

STATE OF MAINE  
*Department of Public Safety*  
*Liquor Licensing*  
164 State House Station  
Augusta, Maine  
04333



John E. Morris  
Commissioner

May 17, 2012

Town of Wiscasset  
51 Bath Road  
Wiscasset, ME 04578-0328

Dear Sir or Madam:

In accordance with Title 28-A MRSA § 453-A(4) we are required to notify municipal officers at least 15 days prior to the final selection for an agency liquor store license. The applicants listed below are being considered in your municipality:

Circle K #7032, 639 Bath Road, Wiscasset  
Mike's Log Cabin, 475 Gardiner Road, Wiscasset

Please review the list and notify Liquor Licensing at #164 State House Station, Augusta, ME 04333 or by telephone at (207) 624-7231 if you would like to provide information or objections to any of these locations.

Enclosed is a copy of the agency liquor store selection hearing schedule.

Sincerely,

Jeffrey R. Austin, Supervisor  
Liquor Licensing

JRA:cc  
Enc.

PUBLIC NOTICE  
AGENCY LIQUOR STORE SELECTIONS

In accordance with Title 28-A MRSA § 453-A sub-§ 5-A, The Department of Public Safety, Liquor Licensing, will be conducting public hearings at the Department of Public Safety Building, Central Maine Commerce Center, 45 Commerce Drive, Augusta, Maine, to establish or replace existing agency liquor licenses in the following areas:

June 11, 2012 at 9:00 AM Champlain Conference Room

Farmington, Newcastle, Oakland, Wiscasset, Searsport, St. George

June 12, 2012 at 9:00 AM Champlain Conference Room

Andover, Biddeford, Bridgton, Hampden, Milo, Paris, Peru, Saco, South Berwick,  
Turner, Woodstock

11 H

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 Pine Tree Waste

2. State location where business will be done West Bath, Me

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

If yes, where? Multiple Municipalities

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 04 day of 25 2012.

Mark Espeaignette  
Applicant's Name - Please print

Mark Espeaignette  
Applicant's Signature

Business Mailing Address:  
13 Gibson Rd.  
Scarborough, Me 04074

Address of residence:  
64 A.J. Pond Sr. Rd.  
West Bath, Me 04580

INCLUDE FEE: Resident: \$300.00  
For Office Use

NON-Resident \$300.00

Fee Received: 5/25/12

Check No. 01308728

WISCASSET MUNICIPAL AIRPORT

BUSINESS LEASE

The Inhabitants of the Municipality of Wiscasset, a body corporate situated in Wiscasset Lincoln County, Maine (hereinafter, Lessor), in consideration of the rent to be paid and the covenants to be undertaken by the Lessee, does hereby lease, demise and let unto \_\_\_\_\_ LLC, of Wiscasset, Maine (hereinafter, Lessee) the following described property:

- 1. Airport maintenance hangar located at 108 Chewonki Neck Road, Wiscasset, Maine.
- 2. Two aircraft tie-down spaces (for aircraft in repair status)

EXCEPTING AND RESERVING to the Lessor the right at all times to store airport maintenance parts and equipment in these buildings and to have access to these parts and equipment at all times.

It is mutually understood and agreed upon by the Lessor and the Lessee that:

- 1. Unless extended in writing signed by both the Lessor and the Lessee, this Lease shall run for a period of one (1) year commencing July 1, 2012 and ending June 30, 2013.
- 2. The Lessee shall pay \$3,600 payable in equal monthly payments of \$300.00 in full on the first business day of the month of the lease. Monthly rent shall be paid in advance with no notice being required by the Lessor. Lessee shall not deduct any sums from the Monthly Rent unless the Lessor consents thereto in writing. A late charge of \$25 will be assessed if not paid within the first 5 days of the month.
- 3. This Lease includes two (2) Lessor's fire extinguishers, which are presently located in the leased premises.
- 4. The Lessee shall be responsible for paying for all utilities servicing the leased Premises. The Lessee shall at all times maintain the inside temperature of the entire leased premises at 45°F or higher.
- 5. The Lessee agrees to post a suitable sign, as approved by the airport manager, by the main entrance on the outside of the Maintenance Building that provides the business name, hours of operation, and contact information. The Lessee also agrees to purchase and maintain a business listing on Airnav.com under the Wiscasset Municipal Airport (IWI) listing. The Lessee may at its option and its own expense, post its business sign below the airport's main entrance sign consistent with the size, style and colors approved by the airport manager.
- 6. The leased premises are to be used for aeronautical aircraft maintenance purposes only. These purposes include but are not limited to aircraft maintenance services, aircraft and parts/supply storage and tie downs for aircraft in the maintenance queue. Any other use requires written authorization from the airport manager or Board of Selectman. The Lessee shall not assign or underlet the premises without the prior written consent of the

Lessor. The Maintenance Hangar shall not be used for the purpose of aircraft storage unless done so for the purpose of waiting repairs and/or service without prior written approval of the airport manager.

7. The Lessee may make alterations to the leased premises, at its own expense, only with the prior written approval of the Lessor. The Lessee may place signs on the exterior of the leased premises, and change the color and appearance of the outside of the leased premises, only with the prior written approval of the Lessor. The Lessee may install equipment and fixtures inside the leased premises at its own expense. Upon the termination of this Lease the Lessee shall remove any equipment, fixtures and signs which he installed in and on the leased premises and which may be removed without causing substantial injury to the leased premises and, with the exception of alterations which were approved in writing by the Lessor, return the premises to the condition in which they were at the commencement of this Lease. Those fixtures which the Lessee installed and which cannot be removed without causing substantial injury to the leased premises shall remain in the premises and shall become the property of the Lessor upon the termination of this Lease.
8. The Lessee shall be responsible for all repairs to the leased premises required as a result of the negligence of the Lessee, its employees, business guests or invitees, and shall further be responsible for all repairs to the leased premises which would be considered normal maintenance. Unless the obligation is otherwise imposed in this Lease upon the Lessee, the Lessor shall maintain the leased premises in a state of good repair, including the plumbing, wiring, windows, heating systems and other structural components. The Lessee shall be responsible for the proper disposition of its rubbish and hazardous materials and shall not store materials, tools, equipment, debris or other personal property outside the leased hanger without the Lessor's prior permission.
9. The Lessee shall keep the premises clean and in a safe condition and shall operate the business in conformance with all applicable laws, ordinances and regulations. The Lessor shall have right to inspect the leased premises at all reasonable times and shall be allowed to enter the leased premises at reasonable times for purposes of doing work, if necessary, on the leased premises.
10. The Lessee is responsible for removing snow and ice from the area within three (3) feet of leased buildings, and will provide an adequately cleared entrance to the building.
11. The Lessee shall be responsible for all costs involved in operating its business and shall hold the Lessor harmless from all claims of whatever nature for damage to persons or property in or on the leased premises. The Lessee shall take out and maintain in full force
  - a. General Liability insurance in the limit of \$1,000,000 per occurrence;
  - b. Product and Completed Operations insurance in the limit of \$1,000,000 and \$100,000 per incident;
  - c. Hangar Keepers Liability insurance in the limit equal to or greater than the value of the highest value aircraft under repair.

The Lessee shall name the Lessor as an additional insured on this policy. The Lessee shall provide the Lessor with proof that this policy is in full force and effect prior to the effective date of this agreement.

12. In the event that leased premises are damaged by fire or other casualty which fire or other casualty is not the result of the Lessee's negligence or that of its employees or business invitees or guests, a fair and just proportion of the rent shall be suspended or abated until the premises are put in the proper condition for the Lessee's business. The Lessor shall make diligent efforts to quickly restore the premises to their full use.
13. The Lessee expressly agrees to prevent the use of the premises for purposes which will create or result in hazards to flight such as, but not limited to, purposes which will (a) produce electrical interference with radio communications, (b) make it difficult for pilots to distinguish between airport lights and others, (c) project glare in the eyes of pilots, (d) impair visibility in the vicinity of the airport, or (e) otherwise endanger the landing, take-off or maneuvering of aircraft.
14. The Lessee agrees to store all flammable materials, when not in use, in the flammable storage area of the hangar. The Lessee also agrees to keep both exits of the hangar (on either side of the main hangar door, accessible at all times for emergency exit and ingress.
15. The Lessor is responsible for updating and maintaining Material Safety Data Sheets (MSDS) for all potentially harmful substances handled in the workplace under the Hazard Communication regulation. The MSDS shall be maintain and available to all employees, the airport manager, and local fire departments and local and state emergency planning officials under Section 311 of the Emergency Planning and Community Right-to-Know Act.
16. In the exercise of the rights and privileges granted for the furnishing of aeronautical services to the public, Lessee will:
  - a. Furnish said service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and
  - b. Charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.
17. It is mutually understood and agreed upon by the parties hereto that nothing contained in this Lease shall be construed as granting or as authorizing the granting of exclusive right within the meaning of Section 308 (a) of the Federal Aviation Act of 1958.
18. The Lessee agrees, as a covenant running with the land, that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the premises or the services provided therein (2) that in the construction of any improvements on, over, or

under the leased premises and in the furnishing of services therein, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

19. Lessor reserves the right to authorize the use of the airport by other persons and firms so long as such use does not physically conflict with Lessee's use of the leased premises. The parties agree that any other person, firm, organization, association or corporation seeking to provide any of the services which the Lessee provides at the leased premises shall not be granted such right or rights on more favorable terms than those offered to the Lessee.

20. This Lease shall be subordinate to:

- a. The provisions of any existing or future agreement between the Lessor and the United States Government relative to the operation or maintenance of the airport, wherein the execution of such agreement has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the airport; and
- b. The provisions of any existing directive compiled or promulgated by the Lessor in accordance with and under the authority contained in the Maine Revised Statutes.

The Lessee understands that pursuant to this paragraph 18 the Lessor may terminate this Lease, without liability to the Lessee, if required by an agreement described in paragraph 18 (a), above.

21. Failure on the part of the Lessor to complain of any action or non-action on the part of the Lessee shall not be deemed to be a waiver by the Lessor of any rights under this Lease.
22. The Lessee may not commit waste of the leased premises or use the leased premises for any purpose usually denominated extra hazardous as to fire by insurance companies.
23. The Lessor may enter to view and make improvements and to expel the Lessee if it fails to pay the rent in full within 30 days of the date on which is due, or it makes or suffers any strip of waste of the premises, or if it fails to quit and surrender the premises to the Lessor at the end of the term, or if it violates any of the covenants of this Lease.
24. The Lessee's staff shall at all times be trained in the operation of the Lessee's business and shall be responsible to the Lessor for the terms and conditions of this lease.
25. The Lessee shall quit and deliver up the leased premises to the Lessor or its attorney, peaceable and quietly, at the end of the term, in as good order and condition as the same are, or maybe put into, by the Lessor, normal wear and tear excepted. Also, at the termination of this Lease the Lessee shall return to the Lessor any keys to leased premises, which the Lessee might possess. Should the Lessee continue to possess the premises after the term of this Lease and without a new Lease having been executed, the

terms of the present Lease, so far as applicable, shall continue to apply to the Lessee's tenancy.

26. This Lease is in recordable form. However, should the Lessee desire to record a Memorandum of this Lease rather than the Lease itself, it may prepare such a Memorandum, at its own expense, and the Lessor will sign it so that it might be recorded.

27. This Lease is binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Lease in duplicate.

INHABITANTS OF THE  
MUNICIPALITY OF WISCASSET  
Lessor

	By	
Witness		Judy Colby, Selectman Chairman of the Board
	By	
Witness		David Nichols, Selectman
	By	
Witness		Pam Dunning, Selectman
	By	
Witness		Ed Polewarczyk, Selectman
	By	
Witness		Bill Curtis, Selectman

STATE OF MAINE  
Lincoln, ss.

\_\_\_\_\_, 2011

(IF A LLC) David Warmack owns and operates as Lessee. In consideration for Lessor executing this Lease with Lessee. David Warmack agrees that he shall be personally liable for each and every covenant and obligation of the Lessee under this Lease as the same currently is and as this Lease may be amended from time to time by the mutual consent of the Lessor and the Lessee.

\_\_\_\_\_  
David Warmack

Then personally appeared before me the above named Judy Colby, Chairman of the Board of Selectman of the Town of Wiscasset, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the said Inhabitants of the Municipality of Wiscasset.

\_\_\_\_\_  
Notary Public

Printed name:

\_\_\_\_\_, LLC, Lessee

\_\_\_\_\_  
Witness

By \_\_\_\_\_  
David Warmack, its duly authorized agent



12 A

# Town of Wiscasset

May 24, 2012

Wilson's Commercial Sweeping  
7 Harmony Lane  
Windham, ME 04062

Re: Wiscasset Catch Basin/Street Cleaning 2012

Congratulations! Your company has been awarded this year's Catch Basin / Street Cleaning Bid in the amount of \$29.90 per basin.

Please provide the Town of Wiscasset with a certificate of insurance, naming the Town as an additional insured and give me a call at 207-380-5556 to set up a time to begin work.

Sincerely,

Greg Griffin  
Road Commissioner

pc: National Water Main Cleaning Co.

BID FORM  
TOWN OF WISCASSET  
2012 CATCH BASIN

The Town of Wiscasset is requesting contract pricing for catch basin cleaning work in the Town of Wiscasset. If you are interested in bidding on the following work, please respond no later than May 22, 2012. Your bid must be received in the office of the Town Manager before 4:00 p.m. to be considered. Please bid on the following:

Catch Basin Cleaning:

Wilson's  
Commercial Sweeping, Inc.  
7 Harmony Lane  
Windham, Maine 04062  
207. 892. 1232

By the Basin \$ 29.90

By the Hour \$ 119.90

The Town of Wiscasset has approximately 200 Catch basins.



# Town of Wiscasset

May 24, 2012

Hi-Way Safety Systems, Inc.  
9 Rockview Way  
Rockland, ME 02370

Re: Wiscasset 2012 Striping Bid

Dear Ms. McCormack,

Congratulations! Hi-way Safety Systems, Inc has been awarded the Town of Wiscasset 2012 Striping Bid. Please contact me at your earliest convenience to discuss the work and the start date.

Thank you.

A handwritten signature in cursive script that reads "Greg Griffin".

Greg Griffin,  
Road Commissioner

Pc: Hagar Enterprises  
Lucas Striping, LLC

Hi-Way Safety

## Town of Wiscasset Striping Bid Form

The Town of Wiscasset is requesting contract pricing the striping work in the Town of Wiscasset. If you are interested in bidding on the following work, please respond no later than May 22, 2012. Your bid must be received in the office of the Town Manager before 4 p.m. to be considered. Please bid on the following:

4" White & Yellow Lines per lineal foot	\$ <u>.18</u>
Double Yellow Center Line per lineal foot	\$ <u>.08</u>
White Edge Line per lineal foot	\$ <u>.035</u>
Cross Walks per square foot	\$ <u>.45</u>
Stop Bars per square foot	\$ <u>.45</u>
Parking Stalls per each	\$ <u>3.50</u>
Arrows per each	\$ <u>15.00</u>

HI-WAY SAFETY SYSTEMS, INC.  
9 ROCKVIEW WAY  
ROCKLAND, MA 02370  
TEL: 781-982-9229 FAX: 781-982-9226

12D

## Maine Revised Statutes

- §4356 PDF
- §4356 WORD/RTF
- STATUTE SEARCH
- CH. 187 CONTENTS
- TITLE 30-A CONTENTS
- LIST OF TITLES
- DISCLAIMER
- MAINE LAW
- REVISOR'S OFFICE
- MAINE LEGISLATURE

§4355

Title 30-A:

§4357

### MUNICIPALITIES AND COUNTIES

**HEADING: PL 1987, C. 737, PT. A, §2 (NEW)**

**Part 2: MUNICIPALITIES HEADING: PL 1987, C. 737, PT. A, §2 (NEW)**

**Subpart 6-A: PLANNING AND LAND USE  
REGULATION HEADING: PL 1989, C. 104, PT. A,  
§45 (NEW)**

**Chapter 187: PLANNING AND LAND USE  
REGULATION HEADING: PL 1989, C. 104, PT. A,  
§45 (NEW)**

**Subchapter 3: LAND USE REGULATION HEADING:  
PL 1989, C. 104, PT. A, §45 (NEW)**

### §4356. Moratoria

Any moratorium adopted by a municipality on the processing or issuance of development permits or licenses must meet the following requirements. [1989, c. 104, Pt. A, §45 (NEW); 1989, c. 104, Pt. C, §10 (NEW).]

#### 1. Necessity. The moratorium must be needed:

A. To prevent a shortage or an overburden of public facilities that would otherwise occur during the effective period of the moratorium or that is reasonably foreseeable as a result of any proposed or anticipated development; or [1989, c. 104, Pt. A, §45 (NEW); 1989, c. 104, Pt. C, §10 (NEW).]

B. Because the application of existing comprehensive plans, land use ordinances or regulations or other applicable laws, if any, is inadequate to prevent serious public harm from residential, commercial or industrial development in the affected geographic area. [1989, c. 104, Pt. A, §45 (NEW); 1989, c. 104, Pt. C, §10 (NEW).]

[ 1989, c. 104, Pt. A, §45 (NEW); 1989, c. 104, Pt. C, §10 (NEW) .]

**2. Definite term.** The moratorium must be of a definite term of not more than 180 days. The moratorium may be extended for additional 180-day periods if the municipality adopting the moratorium finds that:

A. The problem giving rise to the need for the moratorium still exists; and [1989, c. 104, Pt. A, §45 (NEW); 1989, c. 104, Pt. C, §10 (NEW).]

B. Reasonable progress is being made to alleviate the problem

giving rise to the need for the moratorium. [1989, c. 104, Pt. A, §45 (NEW); 1989, c. 104, Pt. C, §10 (NEW).]

[ 1989, c. 104, Pt. A, §45 (NEW); 1989, c. 104, Pt. C, §10 (NEW) .]

**3. Extension by selectmen.** In municipalities where the municipal legislative body is the town meeting, the selectmen may extend the moratorium in compliance with subsection 2 after notice and hearing.

[ 1989, c. 104, Pt. A, §45 (NEW); 1989, c. 104, Pt. C, §10 (NEW) .]

SECTION HISTORY

1989, c. 104, §§A45,C10 (NEW).

*Data for this page extracted on 02/01/2012 10:13:04.*

**The Revisor's Office cannot provide legal advice or interpretation of Maine law to the public.  
If you need legal advice, please consult a qualified attorney.**

Office of the Revisor of Statutes

7 State House Station  
State House Room 108  
Augusta, Maine 04333-0007