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WISCASSET BOARD OF SELECTMEN,
BOARD OF ASSESSORS AND OVERSEERS OF THE POOR
MARCH 5, 2013

Preliminary Minutes

Tape recorded meeting

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

1. Call to Order

Chair Pam Dunning called the meeting to order at 6 p.m.

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

3. Executive Session regarding Mason Station

Judy Colby moved that the Board of Selectmen go into executive session with legal counsel pursuant to 1 M.R.S.A. §405(5)(E) to discuss Mason Station. Vote 5-0-0. The board entered executive session at 6:01 and exited at 6:41 p.m. **Judy Colby moved to exit executive session. Vote 5-0-0.**

Attorney Brian Dench said the unpaid taxes last summer on the Mason Station property were \$760,000 and at that time his firm made recommendations to the Town, one of which was to sue in Superior Court and seek to recover unpaid taxes. That recommendation was followed and a judgment was obtained on January 25, 2013 for \$846,263.67 plus per diem interest. After executing the judgment, if this amount is not collected, a sheriff's sale of the property owned by owned by Mason Station LLC could be held.

4. The public hearing was postponed until 7 p.m.

5. Approval of Treasurer's Warrant: February 26, 2013 and March 5, 2013

Judy Colby moved to approve the Treasurer's Warrant of February 26, 2013. Vote 5-0-0. Judy Colby moved to approve the Treasurer's Warrant of March 5, 2013. Vote 5-0-0.

6. Approval of Minutes of February 19, 2013

Ed Polewarczyk moved to approve the minutes of February 19, 2013. Vote 5-0-0.

8. Appointments:

A. Executive Session regarding personnel: **Ed Polewarczyk moved that the Board of Selectmen go into executive session pursuant to 1 M.R.S.A. §405(6)(A) to discuss personnel. Vote 5-0-0.** The board entered executive session at 6:48 and exited at 7:08. **Judy Colby moved to come out of executive session. Vote 5-0-0.**

4. 7 p.m. Hearing for Special Amusement Permit for Wiscasset Speedway

Vanessa Jordan, Wiscasset Speedway, outlined this year's plans for the speedway which will open April 6 for Saturday night racing and close on October 5. The schedule will incorporate all racing divisions on a rotating schedule; improvements have been made in the sound system, transponder system, electronic scoring system, and concession stand and a storage barn will be constructed. Laurie Smith said Town departments had met with Jordan and, after reviewing the application, they recommended approval with conditions regarding operating dates and hours, sanitary facilities, food service, solid waste, parking, medical, fire, safety, alcohol and noise. **Ed Polewarczyk moved to approve the Special Amusement Permit for Wiscasset Speedway. Vote 5-0-0.**

7. Special Presentations or Awards

A. Charlie Huntington with I. & S. Insulation to present energy assessment information: Huntington presented information on Efficiency Maine Residential Air Sealing Promotion, which allows any homeowner to get \$600 worth of air sealing (i.e. insulation, weatherstripping) work done at no cost to them. The program does not involve a rebate; Efficiency Maine is billed and will pay the contractor directly. He recommended that interested homeowners contact www.efficiencymaine.com. It is expected that funds for the program will run out by September.

8. Appointments (continued)

B. Appointment of Tammy Serrano: Judy Colby moved to appoint Tammy Serrano as an Appearance of the Town Committee member (term to expire December 31, 2013). **Vote 5-0-0.**

C. Appointment of Tammy Serrano: Judy Colby moved to appoint Tammy Serrano as a Celebrations Committee member (until December 31, 2013). **Vote 5-0-0.**

D. Appointment of Donald Jones: Judy Colby moved to appoint Donald Jones as an Ad Hoc Cemetery Committee member for one year. **Vote 5-0-0.**

E. Appointment of Jackie Lowell: Judy Colby moved to appoint Jackie Lowell as an Ad Hoc Cemetery Committee member for one year. **Vote 5-0-0.**

F. Appointment of David Sutter: Judy Colby moved to appoint David Sutter as an Ad Hoc Cemetery Committee member for one year. **Vote 5-0-0.**

G. Appointment of John Merry: Judy Colby moved to appoint John Merry as a Budget Committee member with a term to expire June 2013. **Vote 5-0-0.**

H. Appointment of Pamela Dunning: Judy Colby moved to appoint Pam Dunning as the Board of Selectmen representative to the Ad Hoc Cemetery Committee. **Vote 5-0-0.**

9. Public Comment

In response to Bob Blagden's question on the reason the race track required a permit, Laurie Smith said the ordinance required a permit if tickets are sold.

Rhonda Hamlin asked if anyone could get a copy of the permit and was informed that under the Freedom of Information Act, a copy would be available.

10. Department Head or Committee Chair Report

A. Audio/Visual Volunteer: Mary Ellen Crowley, LCTV, said a volunteer was needed to televise the selectmen's meetings. It would require two to two and a half hours on the first and third Tuesdays of the month. Training on operating the cameras and the audio will be provided. Crowley said it was an incredible opportunity to learn how the town government works. She encouraged anyone interested to call her at 563-6338.

11. Unfinished Business - none

12. New Business

A. Sale of Superintendent's Office: Smith said an agreement had been reached to sell three acres and the former superintendent's office, reserving a 50-foot easement, for \$142,000. **Judy Colby moved to authorize the Town Manager to sign all necessary documents to sell three acres and the Old Superintendent's Office, reserving a 50-foot easement, to Michael and Beth Smith for \$142,000. Vote 5-0-0.**

B. Zoning Classification for Castle Tucker property: Town Planner Misty Parker said Historic New England had approached the Town regarding a change of zoning from Resource Protection to Residential for the shoreland area on the Castle Tucker property. The change has been approved by the Department of Environmental Protection, as the land does not meet the requirements of Resource Protection. **Ed Polewarczyk moved to ask the Ordinance Review Committee to review the zoning change from Resource Protection to Shoreland Residential.** Peggy Komiski, Historic New England, said restoring the landscape was as important as restoring the building and they would like to restore the landscaping to what it was when the Tuckers lived there in the 1920s. This would involve restoring some of the orchards and pruning down growth that has occurred over the years. **Vote 5-0-0.**

C. Ambulance write-off of old billings: Roland Abbott, Chief, Wiscasset Ambulance Service, recommended that \$11,337.26 in ambulance billings be written off as uncollectible. The billing company has sent an additional \$64,395.03 for accounts past due for 90 or more days to the collection agency. **Ed Polewarczyk moved to authorize the Treasurer to write off \$11,337.26 in EMS receivables to bad debt. Vote 5-0-0.**

D. Kevin Atkins Consent Agreement: Laurie Smith said she had spoken with Mr. Atkins' attorney regarding the consent agreement which includes the \$10,000 fine. Mr. Atkins had asked that the fine be reduced to \$5,000, but Smith had informed him that was not something the selectmen wanted to entertain, as \$10,000 was at the low end of fines that could be considered. Under the agreement, Mr. Atkins would pay attorneys' fees and costs of the restoration plan. If the sale price of Mr. Atkins' property over the next five years is in excess of \$250,000, there will be a \$25,000 fine, which is the valuation difference for property with a view. There are minor amendments to be made as well as an agreement from the neighbor, from whose property the trees had been removed, that the trees may be replaced. **Judy Colby moved to authorize the Town Manager to finalize the attached consent order agreement with Kevin Atkins, understanding that there are minor amendments in final negotiations. Vote 5-0-0.**

13. Town Manager's Report

A. Updated Budget Schedule: The new schedule is as follows:

March 19 – Budget to Board of Selectmen and Budget Committee

March 23 – Budget workshop

March 28 – Budget Committee meeting (concerns emailed to selectmen – meeting on LCTV March 30)

April 2 – Informational Budget meeting with Budget Committee and Selectmen

April 16 – Selectmen vote on budget recommendations

April 23 – Warrant signed

Ed Polewarczyk said it would be important for the selectmen and budget committee to be in agreement on Article 2 which provides that any budget article that failed could be voted on again and funding would continue for three months. Not only would this continue funding the budget if the article passed on a second vote, but also would provide funding to close down a department, negotiate with unions for severance pay, etc. if it failed on the second vote. He asked that the wording be changed to make it clear to the voters. Under current wording, it is impossible to determine with a negative vote if the number requested is too much or too little.

Mary Ellen Crowley said that an open town meeting would allow discussion and compromise and all articles would be passed at the number the people want.

Bob Blagden said voters were asked last year if they wanted articles bundled and they voted against it.

Pam Dunning said an open discussion in public is important to show how the decisions are made. Several years ago in a non-binding referendum the voters said they preferred a secret ballot. The selectmen can decide to have an open town meeting at any time. Dunning said the disadvantage of a secret ballot is that it is impossible to know what the voters want. The informational budget meeting is an opportunity for voters to ask questions and provide input but is usually poorly attended.

There was a consensus that all capital improvements and departments be listed separately on the ballot with the stipulation that if a capital improvement article is defeated, the money will not be spent but remain in the reserve fund.

B. MDOT Light Capital Paving Operations for 2013

Smith distributed a list of roads including those in Wiscasset that will be included in this program.

14. Other Business – none

15. Adjournment

At 8:19 p.m. **Judy Colby moved to adjourn. Vote 5-0-0.**

Lisa Garman

Subject: FW: Child Abuse Prevention pinwheel garden

5b.

From: Leslie Livingston [<mailto:llivings@midcoast.com>]
Sent: Monday, March 11, 2013 10:48 AM
To: townmanager@wiscasset.org
Cc: Doug Strous; Lucy Smith
Subject: Child Abuse Prevention pinwheel garden

Hi Laurie,

My Board President, Doug Straus, said he talked with you about putting a "pinwheel garden" on the lawn by the fire station on Rt. 1/Rt. 127 for child abuse prevention month....He indicated that we needed to give you a proposal especially making sure that pinwheels would not blow around.

Here is our proposal:

April is National Child Abuse Prevention Month. Healthy Kids is the child abuse prevention agency that has served Lincoln County since 1985. We would like to put a 4 x 4 sandwich board on the grassy area in front of the town building in Wiscasset on Rt. 1. The board would be painted with "April is Child Abuse Prevention Month". Securely affixed to the board would be a few window box type planters and in them, would be the pinwheels that we would make secure.

Thank you for your consideration. I look forward to hearing from you.

Sincerely,

Leslie Livingston
Executive Director
Healthy Kids
207-563-1818
llivings@midcoast.com
www.healthykidsmaine.com

9a.

SNYDER & JUMPER
ATTORNEYS AT LAW
THE CARRIAGE HOUSE
31 FORT HILL STREET, P.O. BOX 909
WISCASSET, ME 04578

207-882-5500

ERVIN D. SNYDER
DENNIS J. JUMPER

E-MAIL sjlaw@myfairpoint.net

March 12, 2013

Laurie Smith
Wiscasset Town Manager
51 Bath Road
Wiscasset, ME 04578

Re: Montsweag Dam property

Dear Laurie:

You asked that I compose a summary of the Town's rights and obligations pertaining to the Montsweag Dam property. These are mostly set out in the deed from CMP to the Town and in the Declaration referenced in the deed; this Declaration is recorded in the Lincoln County Registry of Deeds in Book 4559 at Page 95, and in the Sagadahoc County Registry of Deeds in Book 3414 at Page 1.

DEED:

1. CMP reserves the right to enter the premises for the purpose of cutting trees which in falling might endanger transmission lines on CMP's adjacent, retained lands.
2. The Town has the right to access the westerly side of the property over rights of way created in a 1960 deed. However, the location of the rights of way are not at all clear and, in fact, they may never have been laid out. Therefore, if access to the westerly side of the property becomes an issue, CMP will work with the Town to give a temporary access way over other lands owned by CMP. Access to the easterly side of the property is clear and is depicted on the Plan of the property which is recorded in both the Lincoln County and the Sagadahoc County Registries of Deeds. It extends from the end of Freedom Song Lane to the property.
3. The Town has the right to overflow and flood all of the lands currently flooded by means of the current dam or its replacement. The maximum permissible height of the pond behind the dam, and consequently the amount of overflowing and flooding that CMP granted to the Town, is set out in the deed.

4. If the Town removes the dam and does not replace it, or if the dam is breached by natural causes and is not repaired or replaced for 5 years, then the Town will release to CMP the flowage easement rights that encumber CMP's then owned land or easements.
5. Upon reasonable notice from CMP, the Town will allow CMP to temporarily lower the water level of the pond so that CMP may construct or maintain transmission lines on its land.
6. The Town cannot use its ownership of the property as the basis for objecting to future proposals by CMP to use its other lands for the construction and operation of transmission lines and appurtenant facilities.

DECLARATION:

The Declaration was originally composed when the Chewonki Foundation was the likely entity to acquire the property. Therefore the Declaration contemplated the removal of the dam and the return of the property to its natural state which would last in perpetuity. For example, the property could not be subdivided, the topography could not be altered, vegetative cutting was limited to maintaining a trail and to removing dead wood, no motorized vehicles and mechanical equipment were allowed except for emergency vehicles, etc. The Town wanted to obtain the property for a source of water for fire protection. So when the Town became the entity to which CMP would convey the property the Declaration needed to be amended to allow the dam and its flooding rights to remain as they currently are. The amended Declaration maintained all of the original restrictions, but exceptions were inserted so that the Town could maintain the dam and its flooding rights. Both the original and the amended Declaration needed to, and did, obtain DEP approval.

The things the Town may or must do with regard to the property are as follows:

1. The Town must give advance notice to DEP and the Army Corps of Engineers before taking action to modify the Declaration or to transfer the title to, or give any rights in, the property. Any amendments to the Declaration must be approved by DEP.
2. De minimis flower picking, clearing for the maintenance of a path or trail, and the removal of dead wood are allowed.
3. Invasive species may be eradicated.
4. Minor structures such as signage, information kiosk, and pedestrian bridges/boardwalks are allowed.
5. Existing roads and parking areas necessary to access the property for monitoring and public access may be maintained.

6. A Management Plan for the property will need to be prepared for DEP outlining roads, parking areas and minor structures. Currently the person at DEP to whom the Plan should be sent is Dawn Hallowell and her telephone number is 557-2624. Ms. Hallowell suggested that after the closing with CMP the Town send to her an outline of the work it intends to do in the area. There is a provision that any future alterations of the property must receive prior written approval from DEP and any other applicable agency.

7. Importantly: The Town may maintain, replace or remove the existing dam and maintain the water level above the dam at the level set out in the deed or at any lower level. In this regard all necessary and applicable machinery and motorized vehicles are allowed on the property. Of course, and work to, or removal of, the dam may require permits from local, state or federal agencies.

8. Importantly: The Town may install utilities as are necessary for the operation or removal of the dam.

9. The perimeter of the property "shall at all times be plainly marked and maintained" by the Town.

OTHER:

CMP will give the Town \$100,000.00 (Stewardship Funds) "to be used for fulfilling stewardship and monitoring obligations." This would include maintenance costs of the dam, the roadway to the property, and the parking area.

The Town should add this property to the list of its insured properties. If the Town's insurer insists on certain safety features, such as a fence to keep people from walking on the dam, then the Stewardship Funds could be used to install and maintain the features. Such features should be included in the Town's Management Plan.

Please let me know if you feel I have overlooked some aspect or if you want me to address any other issues.

Sincerely,



Dennis J. Jumper

ARTICLE IV - PORT AND HARBOR

10 a.i

1. PURPOSE AND WATERFRONT COMMITTEE

1.1 PURPOSE

It is the Town's policy to make Wiscasset's tidal waters and public launching and docking facilities available to the public for responsible use, economic benefit and general enjoyment. [3-99]

1.2 The Board of Selectmen shall be authorized to make rules and regulations governing the use of Wiscasset Harbor and all areas set forth in Article IV by resolution, after a public hearing held at least 10 days before their enactment.

1.2 WATERFRONT COMMITTEE

1.2.1 The Board of Selectmen shall appoint a Waterfront Committee, which shall convene from time to time at the request of the Board of Selectmen, the Harbormaster or the Committee's Chair. The composition of the Committee shall be representative of the varied Town interests as determined by the Board of Selectmen. [3-99]

1.2.2 The Waterfront Committee's duty shall be to advise the Board of Selectmen regarding harbor and waterfront facilities, uses and regulations. [3-99]

1.2.3 The Waterfront Committee shall consist of five members each of whom shall serve at the pleasure of the Board of Selectmen. Unless an appointment is sooner terminated by the Board of Selectmen, each Committee member shall serve for 3 years, and the terms of the members shall be staggered. [3-99]

2. HARBORMASTER

2.1 APPOINTMENT AND AUTHORITY

The Selectmen shall appoint a Harbormaster, and as necessary, Deputy Harbormasters, who shall enforce the Port and Harbor Ordinance and exercise the powers granted by 38 MRSA section 1 - 5 as amended, except that they shall not carry weapons or make arrests. [3-99, 3-01]

2.2 TERM

The Harbormaster and any deputies shall serve one-year terms. [3-99]

2.3 COMPENSATION [3-99]

Compensation of the Harbormaster and any deputies shall be set by the Selectmen.

2.4 DUTIES Page 46 of 352

2.4.1 Enforce the harbor rules and the use of town wharves and floats. [3-99, 3-01]

2.4.2 Advise the Selectmen on matters affecting tidal waters and related public facilities. [3-99]

2.4.3 Assign temporary and permanent berthing and mooring locations within the tidal waters of Wiscasset. [3-99]

2.4.4 Place and maintain or cause to be placed and maintained, either on land or water, such signs, notices, signals, buoys, waterway markers, or control devices as he deems necessary to carry out the provisions of this ordinance, or to secure public safety and the orderly and efficient use of the Wiscasset tidal waters and related public facilities. [3-99]

2.4.5 Designate, and extend as necessary and practicable, with the approval of the Selectmen, sufficient mooring area to meet the needs of the town. [3-99]

2.4.6 Maintain an up-to-date chart of all channels and mooring areas within the tidal waters of Wiscasset. [3-99]

2.4.7 Designate sections of floats and docks where: [3-99]

- a. Boats used as tenders may be tied up on a continuing basis.
- b. Vessels may be tied up for various purposes, and the length of time such vessels may remain.
- c. Lobster, crab, or worm cars may be secured or stored. [3-01]

2.4.8 Maintain clear approach channels to all town landings and launch facilities.

3. MOORINGS

3.1 PERMITS

No mooring shall be placed except under the direction of and with a permit from the Harbormaster. Permits are valid for one calendar year, apply only to the assigned vessel, are not transferable to another owner except as provided below, and are renewable annually by application to the Harbormaster before ~~April 1~~ May 1. Mooring assignments may be transferred only at the request or death of the assignee, only to a member of the assignee's family and only if the mooring assignment will continue to be used for commercial fishing purposes. For the purposes of this section, "member of the assignee's family" means an assignee's parent, child or sibling, by birth or by adoption, including a relation of the half blood, or an assignee's spouse. Any mooring without a permit is subject to removal by the Harbormaster at the owner's expense (see section 3.8). change of vessel requires a new or amended permit. A new permit at another location may be issued provided space is available. [3-99, 3-01, 6-08]

3.2 MOORING BUOYS

Mooring buoys shall be white with a horizontal blue stripe. The Harbormaster shall assign a identifications number to each mooring to be placed by the owner on the mooring buoy. Identification numbers must be at least three inches high and clearly visible at all times. Any mooring not having an identification number is subject to removal by the Harbormaster at the owner's expense. (see section 3.8) [3-99, 3-01]

3.3 TEMPORARY USE

A mooring permit holder may allow the use of his mooring by a boat other than his own for not more than 7 calendar days in one calendar year, provided the boat is of the same size (or smaller) and type as the vessel listed on the mooring permit, and provided he notifies the Harbormaster of such temporary use. [3-01]

3.4 UNAUTHORIZED USE

No person shall tie a vessel to a mooring owned by someone else without permission of the owner. Enforcement of this section is by civil complaint, not by the Harbormaster. [3-01]

3.5 REGISTER AND MOORING CHART

The Harbormaster shall maintain a public register listing for each mooring: owner's name, residency status, address, and telephone number; the name, length and type of vessel, and whether it is commercial or non-commercial; the type of mooring; and the vessel's registration number and its issuance date. The Harbormaster shall also maintain a mooring chart for each mooring area on which each mooring is indicated by its identification number. [3-99]

3.6 FEES

~~Annual mooring fees shall be \$50 for residents, \$200 for corporations, and \$150 for non-residents. The Board of Selectmen shall be authorized to set fees for the use of all harbor facilities, after a public hearing held at least 10 days before the fees being set. For purposes of this section a resident is a person who resides at least part of the year in Wiscasset and who pays the boat excise tax in Wiscasset. [3-99, 3-01]~~

3.7 REVOCATION

The Harbormaster may revoke or suspend in writing, giving his reasons, any mooring permit for violations of this ordinance, or in the interest of public safety, or to relieve congestion. [3-99]

3.8 MOORING CONFLICTS

If a conflict develops such that two vessels swinging on their moorings strike each other, the Harbormaster shall direct that one or both of the moorings be removed or moved to a designated location at owner's expense within ten days after the owner receives notification by the Harbormaster, which notice shall be deemed to have been given when the Harbormaster posts, by first class U.S. Mail, a notice to the owner's registered address. In the interest of preserving property the Harbormaster may relocate a vessel on an emergency basis without the owner's permission to another mooring or dock. [3-99, 3-01]

3.9 WAITING LIST

Whenever there are more applicants for a mooring assignment than there are mooring spaces available, the Harbormaster shall create a waiting list in chronological order of application receipt. When a space becomes available it shall be offered to the first applicant on the list for the configuration and size of whose vessel the space would be suitable except that: [3-99]

3.9.1 If less than 10% of all moorings are currently assigned to non-resident commercial applicants, then the next available space, if suitable, shall be offered to the first such applicant on the list; [3-99]

3.9.2 If less than 10% of all moorings are currently assigned to non-resident non-commercial applicants, then the next available space, if suitable, shall be offered to the first such applicant on the list; [3-99]

3.9.3 If neither non-resident commercial or non-resident non-commercial applicants currently constitute 10% of moorings assigned, then whichever has the lowest percent shall be offered the first available and suitable space; and [3-99]

3.9.4 Littoral owners with at least 100 feet of shore frontage who are applying for a mooring in front of their property shall not be placed on a waiting list but assigned a mooring space, based only on the suitability of the location, the ownership of a vessel and payment of the fee. If space fronting their property is not suitable they may apply in the usual manner for mooring space in the designated mooring areas. [3-99] Applicants may decline a space when offered without losing their position on the list. Waiting list positions may be retained from one year to the next by submitting a new application before April 1st, May 1st. Applications not renewed shall be removed from the waiting list on that date. [3-99] 2

3.10 REMOVAL OF MOORING

In case of the neglect or refusal of the master or owner of any boat or vessel to remove his mooring or to replace it by one of different character, when so directed by the Harbormaster, the Harbormaster shall cause the entire mooring to be removed, and collect from the master or owner of that boat or vessel the sum of \$100 for the necessary expenses. [3-99, 3-01] Before removing a permitted mooring or a buoy, the Harbormaster shall notify the owner by mail at his last known address of the action desired of him. [3-99, 3-01]

3.11 REMOVAL OF VESSELS

A Harbormaster, upon receiving complaint from the master, owner or agent of any vessel, shall cause any other vessel or vessels obstructing the free movement or safe anchorage of that vessel to remove to a position to be designated by the Harbormaster and shall cause, without any complaint being made to the Harbormaster, any vessels anchoring within the channel line as established by the municipal authorities, as provided in MRSA 38 Section 2, to remove to such anchorage as the Harbormaster may designate. If that vessel has no crew aboard or if the master or other person in charge neglects or refuses to move such vessel as directed by the Harbormaster, the Harbormaster may put a suitable crew on board and move that vessel to a suitable berth at a wharf or anchorage or other location at the cost and risk of the owners of the vessel and shall charge \$100, to be paid by the master or owner of that vessel, which charge, together with the cost of the crew for removing that vessel the Harbormaster may collect by civil action.

4. HARBOR RULES

4.1 No vessel shall be operated within any designated mooring area or approach channel to public launching area or docking facilities at a speed which exceeds five miles per hour or which produces a wash or wake which visibly and unnecessarily disturbs anchored or moored vessels or floats, or endangers or disturbs a person on or near the water. This shall be described as "no wake speed". [3-99]

4.2 No person shall use or operate any boat floatplane or other watercraft while under the influence of alcohol or drugs; or recklessly; or so as to cause danger, annoyance or inconvenience to the public anywhere within the tidal waters of Wiscasset. [3-99]

4.3 No water skiing shall be allowed within the mooring areas or approach channels.

~~4.4 No pot buoys or other objects or buoys other than mooring buoys may be placed in the mooring areas. [3-99, 3-01] (Suspended from 6/12/12 until 6/12/13)~~

Lobster traps and pot buoys may only be placed in the designated mooring area so as to not interfere with any mooring or moored vessel. Any pot buoy interfering or entangled with any mooring or moored vessel must be removed as soon as possible, by the pot buoy owner upon notification by the Harbormaster or any other party. Any pot buoy owner who fails to remove a pot buoy in violation of this section, within forty-eight hours of notification, is subject to the penalties for violation of this ordinance. No other fishing gear such as nets, trawls and the like may be placed in the designated mooring area.

4.5 No pot buoys or any other objects or obstructions may be placed in designated approach channels. [3-99, 3-01]

4.6 Vessels anchoring in Wiscasset waters for more than 7 calendar days shall obtain a permit from the Harbormaster, and shall be limited to 14 calendar days in any calendar year. ~~The permit fee shall be \$10 per calendar day and shall be inclusive of all 14 days allowed under this subsection. [3-01]~~

5. USE OF TOWN WHARVES AND FLOATS

5.1 To insure that the Town Landing Facilities are available for use by the general public, the town wharves and floats shall be used only for loading and unloading, with a maximum time limit set by the Harbormaster. Extension of this time limit for reasons of safety or hardship requires written permission from the Harbormaster. [3-99]

5.2 Boats less than 15 ft. in length and used specifically as tenders to vessels moored or anchored in the harbor may tie-up on a continuing basis at specific sides of certain floats designated by the Harbormaster for that purpose. [3-99]

5.3 Swimming and recreational fishing from the Town landings are permitted provided they do not cause litter, disturb the peace, or interfere with the docking or loading or unloading of vessels. [3-99]

5.4 No person shall place or maintain on the Town landing facilities any boats, barrels, boxes, gear, traps, pots, nets, sails, equipment, or other materials longer than is necessary for the prompt loading or unloading of the same. [3-99]

5.5 No person shall deposit or leave rubbish, garbage, or litter of any kind on the Town landings or launching facilities. [3-99]

5.6 The following uses require payment of fees as follows: [3-01] established by the Board of Selectmen:

1. Use of designated floats for commercial fishing ~~\$50 annually~~
2. Use of designated floats for commercial fishing including use of the mast and boom ~~\$200 annually~~
3. Securing lobster, crab or worm cars to designated floats ~~\$20 annually~~
4. Overnight tie-up of recreational vessels when permitted ~~\$1 per foot of boat length~~

6. POLLUTION OF WATERS

No person shall deposit or sweep or cause to be deposited or swept into the tidal or fresh waters of the Town of Wiscasset any gas, oil, bilge water containing gas or oil, ashes, dirt, stones, gravel, mud, logs, brush, planks, building materials, shells, bait, dead fish, bottles, cans, paint, chemicals, or any other liquid or solid waste or rubbish that floats on, dissolves in, or otherwise pollutes the water, obstructs navigation, or decreases water depth. [3-99]

7. ABANDONMENT OF WATERCRAFT

No person may bring into or maintain in the harbor any derelict watercraft, watercraft for salvage, or abandon any watercraft in the harbor without a permit from the Harbormaster. Whoever does so without permit is guilty of a Class E crime. Watercraft, which is to be salvaged by firms licensed by the State to do salvage work, shall be excluded from this section. The Harbormaster shall be the sole determiner as to what constitutes a watercraft that is derelict and what constitutes a watercraft that is abandoned. [3-99]

8. TOWN RESPONSIBILITY FOR BOATS

The Town accepts no responsibility for preventing damage to boats moving, drifting, anchored, or moored in the harbor or using the Town Landing facilities or launching facilities. Responsibility for the safety of any boat in the harbor lies with its owner or master or his representative. [3-99]

9. POSTING OF ORDINANCE

This ordinance shall be posted at several conspicuous locations at the Town Landing and launching areas. Their removal or defacement is a violation of these ordinances. [3-01]

10. PENALTIES

In addition to any penalties imposed by State Law, any person, firm, corporation or other entity who violates any section of this Port and Harbor Ordinance, or who fails to obey lawful orders of the Harbormaster, shall be subject to a fine of \$50.00 (fifty dollars) for each offense. Each day in which a violation is proved to exist shall constitute a separate offense under this Section. [3-99]

11. VALIDITY/SEVERABILITY CLAUSE

If any part of this Ordinance is held to be invalid or unconstitutional, such decision shall not affect the validity of the remainder of this Ordinance. [3-99]

10 a. ii

TO: Wiscasset Board of Selectmen

FR: Wiscasset Waterfront Committee

RE: Proposed Grant Pursuits

DT: March 9, 2013

Wiscasset Citizens value the waterfront. Various town studies highlight the priority of an active enjoyable water front. After our December meeting, and decision to make the Waterfront a priority the Waterfront Committee advises applying for 2 grants:

The Shore and Harbor Technical Assistance Planning Grant could study the feasibility of a boardwalk connecting Memorial and Main St. Piers. This has been a long time vision of Wiscasset voters; we advise the next step to apply for potential funding, when the grant becomes available.

Apparently we have some equipment and infrastructure to provide a pump out station for mariners. We see this as an important amenity to the harbor, to be followed up on Maine Department of Environmental Protection (DEP) has been authorized by the U.S. Fish and Wildlife Service to administer the Pump-out Grant Program, part of the recently re-authorized Clean Vessel Act. The purpose of the Clean Vessel Act is to reduce the pollution from recreational vessels by providing a safe and legal method for disposing of human sanitary waste. This is non competitive, requiring a 10% match from the town.

As we continue to define Wiscasset's niche while preserving the village charm, we would also like the blessing of the Selectboard for proper signage at the Harbormaster building to inform visitors arriving by boat, train, or using the parking lot to orient themselves and enjoy the village.

We also recommend the Policy Revisions to the current Pier Policies to be approved for 2013.

Town of Wiscasset
Main Street Pier Policy

10 a. iii

Purpose: The purpose of this policy statement and regulations is to assure the continued growth of needed commerce in our village waterfront area while maintaining the future use of public spaces and infrastructure. The objective is to balance the needs of the general public with the opportunity to supply shopping, dining, and recreational amenities to residents and visitors alike. Any activities at the pier should represent the character of the traditional village and waterfront for which Wiscasset is known.

1. At all times the Town of Wiscasset through its Town Manager will retain total rights and control of all activities at the pier. The Town may cancel permits or activities that it deems are not in compliance with the Ordinances and regulations of the pier or that may be detrimental to the character and reputation of the Town.

2. PERMITS:
 - All permits may be applied beginning on February 1st of each year.
 - All supporting required documents must accompany Application.
 - Applicant will be notified of approval approximately 30 days after application
 - Permits will be re- issued on a seniority basis.
 - Placement shall be decided by the Town
 - Electric use is pro-rated; additional use shall be billed by the Town.

 - Seasonal permits once approved shall be paid in advance by May 1st. The Seasonal permit fee will be \$600 for each 30x34 square foot space and \$400 for each 10x20 square foot space. Seasonal permits will be approved for the period of Memorial Day Weekend through Columbus Day Weekend. There will be a two week period prior to and after these dates for the purposes of set up and takedown of business structures. Extended time must be approved by the Town Manager. Appropriate fees may be assessed.

 - Day-Use permits shall make application for each event; once approved fee shall be paid at least 7 days in advance, unless otherwise authorized. The daily fee is \$25 for each 10x10 square foot space. Fees may be waived for town sponsored events and other approved circumstances.

 - Winter rental permits shall make clear whether the business is operational or seeking storage for part of the term. Winter rental fees will be \$400 for each 30x34 space and \$300 for each 10x20 space. Winter rental requests and payment will be due within two (2) weeks of Columbus Day.

 - Event permits shall be applied for minimally 7 days before an event. Blanket approval for a series of events sponsored by an organization shall be made minimally 30 days prior to the commencement. Approval and scheduling shall be made by the Town.

3. Buildings, shelters or vendor stalls may be affixed to the pier for high wind protection. All vendor spaces shall be temporary in nature. All structures shall be no taller than 10 feet and their longest dimension will not exceed 20 feet. There shall be no drilling, sawing, or altering of the pier in any way. The pier will be left in the same condition when the vendor leaves as when the vendor arrived.

4. Accessory furniture may be permitted, so long as such furniture does not interfere in the use of the pier by other businesses. The furniture shall be accessory in nature with minimal impact on the pier operation. Approval of such accessory furniture must be specifically requested on the permit application.
5. In order to create a center of activity at the waterfront all vendors will maintain standard business operating hours and be open at least five (5) days per week, a minimum of 5 hours per day.
6. All vendors, their property, and employees shall hold themselves to a code of conduct and dress in accordance with the character and reputation of the traditional village waterfront of Wiscasset.
7. All applicants must show proof of \$1 million in liability insurance and shall name the Town as second insured.
8. In order to accommodate visitors to the pier vendors are required to find legal parking for any vehicles for themselves, the business, or employees and shall not park in adjacent areas to the pier.
9. Violations of these policies may result in the immediate cancellation of the permit and impact any future approvals of permits. The Town Manager shall have the ultimate authority to determine if vendors are in compliance with policy. Vendors who are deemed to be in violation of any section of this policy may be removed by the Town at the owner's expense.
10. Vendors will be required to remove all property from the Pier in an emergency situation; or with advance notice from the Town of maintenance.

-2013-
TOWN OF WISCASSET
Main Street Pier
Vendor Permit Application

106.

APPLICANT NAME: Frank Sprague
BUSINESS NAME: Sprague's Lobster
MAILING ADDRESS: 209 Gibbs Rd Wiscasset, ME 04578
PHONE NUMBER: 882-7814 (319-8562)

SEASONAL PERMIT: \$400 (10' X 20') or \$600 (30' x 34') - 3 spots
WINTER RENTAL PERMIT: \$300 (10' X 20') or \$400 (30' x 34')
DAY USE PERMIT: DATE(s): _____ \$25

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

We will be vending seafood + ice cream - we would like our usual 3 spots in the same area on the pier

REQUEST FOR APPROVAL OF ACCESSORY FURNITURE: (please list all furniture and size and attached a sketch of placement)

picnic tables

I REQUEST ELECTRICAL SERVICE: 110 Volt outlet

\$100/season or \$5/day additional use will be billed by the Town

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

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

[Signature]
Signature

March 1, 2013
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 _____



FRANSPR-01 MGARDNER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/11/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Norton Insurance Agency 275 US Route 1 Cumberland Foreside, ME 04110	CONTACT NAME: PHONE (A/C, No, Ext): (207) 829-3450 FAX (A/C, No): (207) 829-6350 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Frank Sprague 209 Gibbs Road Wiscasset, ME 04578	INSURER A: Peerless Insurance Company 24198	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			CBP9626691	7/1/2012	7/1/2013	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Liability for property located at Creamery Dock Waterfront Area, Wiscasset, ME

CERTIFICATE HOLDER Town of Wiscasset Wiscasset, ME 04578	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



TOWN OF WISCASSET
Main Street Pier
Vendor Permit Application

10 c.

APPLICANT NAME: Rick Scanlan

BUSINESS NAME: Mainely Crepes

MAILING ADDRESS: 60 Main Street, POBOX 428

PHONE NUMBER: 882-8290

EMAIL: info@sylvangallery.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:

To sell savory and sweet crepes, fresh brewed coffee and bottled beverages.

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

Small shed, three tables, and 15-20 chairs.

ELECTRICAL SERVICE: LIST APPLIANCES REQUIRING ELECTRICITY:

Town provides 110 Volt outlet pro-rated \$100/season or \$5/day Two crepe griddles, refrigerator, kitchen equipment, tack light and coffee machine,

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.

Rich Santan
Signature

1-24-2013
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 _____



Carl M. P. Larrabee Agency

152 MAIN STREET, P.O. Box 250
WISCASSET, MAINE 04578
PHONE: 882-9494
FAX: 882-5296



January 14, 2013

Richard Scanlan
PO Box 428
Wiscasset, ME 04578

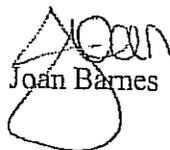
Dear Rick:

Please be advised that we have obtained an indication for insurance coverage for a vendor stand on the creamery site in Wiscasset. The each occurrence limit is \$1,000,000 with the general aggregate limit of \$2,000,000. These limits are greater than the requirement put forth by the Town of Wiscasset, as the minimum premium applies.

Once coverage has been bound, we will be more than happy to supply a certificate of liability insurance, listing the Town of Wiscasset as an additional insured.

Thank you for the opportunity to serve your insurance needs. Be sure to call with any questions or concerns you may have.

Sincerely,


Joan Barnes





**JIMCOR
AGENCIES**

Jimcor Agency, Inc. - (MA)
84 October Hill Road
Building # 7
Holliston , MA 01746
Phone: 508-893-9888
Fax: 508-893-9828

INSURANCE QUOTATION

The coverage offered in this quotation may differ from that requested in the application. Failure to provide the requested coverage shall impose no liability on Jimcor Agency, Inc. - (MA) etal. or its companies.

Insured: Richard Scanlan P.O. Box 428 Wiscasset, ME 04578	Insurance Company: Mesa Underwriters Specialty Insurance Company Insurance Company is: Non-Admitted
Producer: Carl M.P. Larrabee Agency, Inc. P.O. Box 250 Wiscasset, ME 04578 (207) 882-9494 Fax: (207) 882-5296	Proposed Policy Period/Term: Proposed Effective Date: 1/18/2013 Proposed Expiration Date: 1/18/2014 Proposed Term: 12 Months

This quote is valid for 30 days from January 18, 2013

Terms and Conditions

INSURED FORM OF BUSINESS: INDIVIDUAL

COVERAGE: COMMERCIAL GENERAL LIABILITY

BUSINESS DESCRIPTION: Crepes Sales

LOCATION(S): Loc. 1
22 Main Street
Wiscasset, ME 04578

RISK STATE: ME

POLICY FORM: Occurrence

LIMITS OF LIABILITY:

\$2,000,000	General Aggregate
\$1,000,000	Products/Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury
\$1,000,000	Each Occurrence
\$ 100,000	Damage to Premises Rented to You Limit
\$ 5,000	Medical Expense Limit-per person

EXPOSURES: \$10,000 Sales Restaurants
1 AI Applies

(a) 25% MINIMUM EARNED PREMIUM AT INCEPTION.(*)

(b) ENDORSEMENTS / NOTABLE EXCLUSIONS:

SCS2001-10112 Policy Jacket
SCS2001-10001 Common Policy Declarations
SCS2001-10003 Forms and Endorsements Schedule
SCS2001-10100 Minimum Earned Premium
SCS2001-10103 Privacy Notice
IL0017 Common Policy Conditions
CG0001 Commercial General Liability Coverage Form
CG0068 Recording and Distribution of Material or Information in Violation of Law Exclusion
CG2147 Employment-Related Practices Excl.
CG2167 Fungi or Bacteria Excl.
CG2186 Excl.-Exterior Insulation and Finish Systems
CG2196 Silica or Silica-Related Dust Excl.
IL 0021 Nuclear Energy Liability Excl.
SCS2001-20001 General Liability Declarations
SCS2001-20102 Limitation to Designated Class
SCS2001-20122 Excl-Punitive Damages
SCS2001-20157 Excl.-Asbestos
SCS2001-20189 Drywall Exclusion
SCS2001-20202 Amendment of Conditions-Premium Audit
CG2176 ACCEPTED-(ALL STATES Except NEW YORK) Terrorism-Excluding Punitive Damages
CG2170 ACCEPTED- (ALL STATES) Limited Terrorism Excl.Cap on Losses from Certified Acts of Terrorism
SCS2001-10105 ACCEPTED-Policyholder Disclosure (TRIA Included)
CG2173 REJECTED- (ALL STATES) Exclusion - Certified Acts of Terrorism
SCS2001-10221 ME Service of Suit
CG2011 Add.Insured-Managers or Lessees of Premises
- Town of Wiscasset
CG2155 Total Pollution Excl. with a Hostile Fire Exception
CG2101 Excl.-Athletic or Sports Participants
CG2144 Limitation of Coverage to Designated Premises or Project
CG2407 Products/Completed Operations Hazard Redefined
SCS2001-20136 Excl.-Amusement Devices
SCS2001-20140 Excl.-Liquor Liability

(c) ATTACHMENTS / SUBJECT TO:

-Minimum & Deposit Premium
-Signed Completed Maine Due Diligence Form
-Signed Completed Application
-Signed TRIA Form FAXED AT TIME OF BINDING
-Signed Premium Page (Signed by Agent) FAXED AT TIME OF BINDING
-QUOTE INCLUDES 1 ADDITIONAL INSURED

(d) ALL OTHER TERMS AND CONDITIONS APPLY PER FORM



**JIMCOR
AGENCIES**

Jimcor Agency, Inc. - (MA)
84 October Hill Road
Building # 7
Holliston , MA 01746
Phone: 508-893-9888
Fax: 508-893-9828

Premium: \$500.00 Terrorism Premium: \$100.00	<u>Producer</u>
Taxes based on Total Premium of \$500.00 without Terrorism: State Tax - \$15.00	<u>Commission:</u> 10% of Premium (Not including taxes and fees)
Taxes based on Total Premium of \$600.00 with Terrorism (if applicable): State Tax including TRIA tax- \$18.00	
*Total Without Terrorism: \$515.00 *Total With Terrorism: \$618.00	(*Totals include taxes & fees)

TERRORISM NOTICE: If this account is subject to a Policy Disclosure Notice of Terrorism Insurance to be signed and dated by the Insured, please note, we **CANNOT** bind coverage without the completed, signed and dated form which is attached.

Please Bind Effective _____

Signature _____

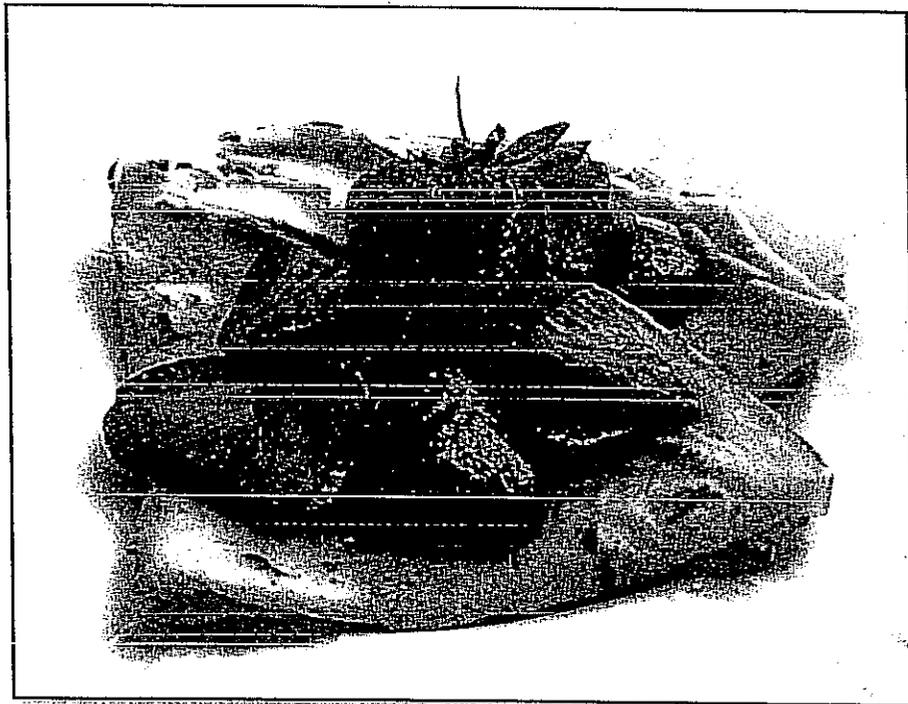
(*) Deposit required to bind coverage must be equal to the *Minimum Earned Premium* shown under item (a) plus applicable tax and/or fees; or 25% Plus tax and fee whichever is greater. (In both cases Fees are fully earned).

Please Send Payment to: 60 Craig Road
Montvale, NJ 07645

By requesting to bind coverage, you acknowledge that the deposit has been received and payment of minimum premium is guaranteed by you. **NO "FLAT CANCELLATIONS" permitted.**

Reference #:0867967A Insured:Richard Scanlan - Date Issued: Jan 18, 2013 Producer: Carl M.P. Larrabee Agency, Inc. Insurance Company: Mesa Underwriters Specialty Insurance Company Underwriter: Linda Schecker

Mainely Crepes



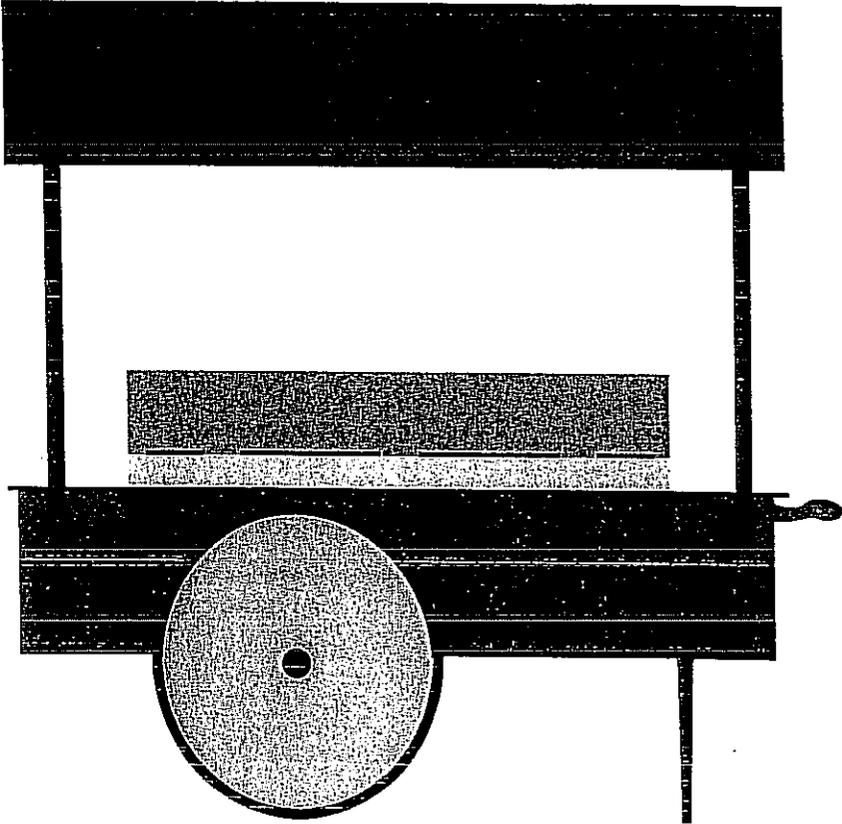
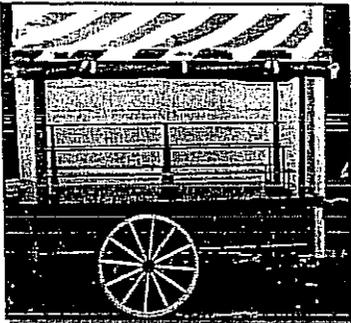
Rick Scanlan
(207) 882-8290

I plan to serve savory and sweet crepes, freshly brewed coffee, and bottled beverages from a vending cart on the Main Street pier from Memorial Day 2013 to Columbus Day.

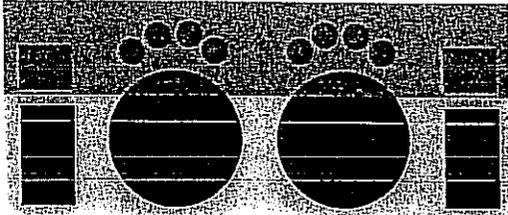
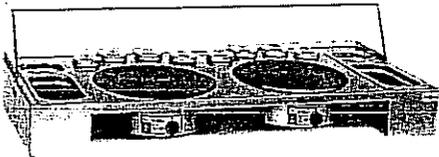
Since May of 2012 when my wife and I opened Sylvan Gallery at the corner of Water and Main Street, we observed that there is an opportunity to serve the public breakfast in the business area of Wiscasset near the river. Red's Eats, Sarah's, Le Garage and Sprague's all open at 11:00am or 11:30am for lunch and dinner. My food stand will open at 8:30am for breakfast and lunch. I hope to be able to hire two or three additional people to help with the business.

I plan to have three 36" or 48" tables with umbrellas and 15-20 stackable chairs for customer seating. A small shed will house a work table, kitchen equipment, a refrigerator, sink, shelving for storage of dry goods and food materials, and the food cart when the food stand is closed. The sink is for the food servers' hand washing needs. It will conform to the State of Maine rules relating to drinking water and waste water disposal. See attached sketch. The application and letter of insurance are enclosed in the back pocket of this folder.

Crepe cart with working station

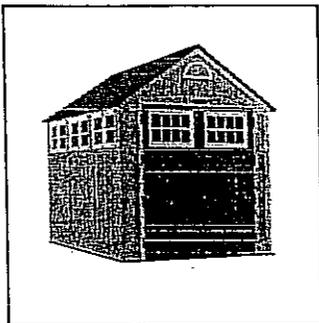
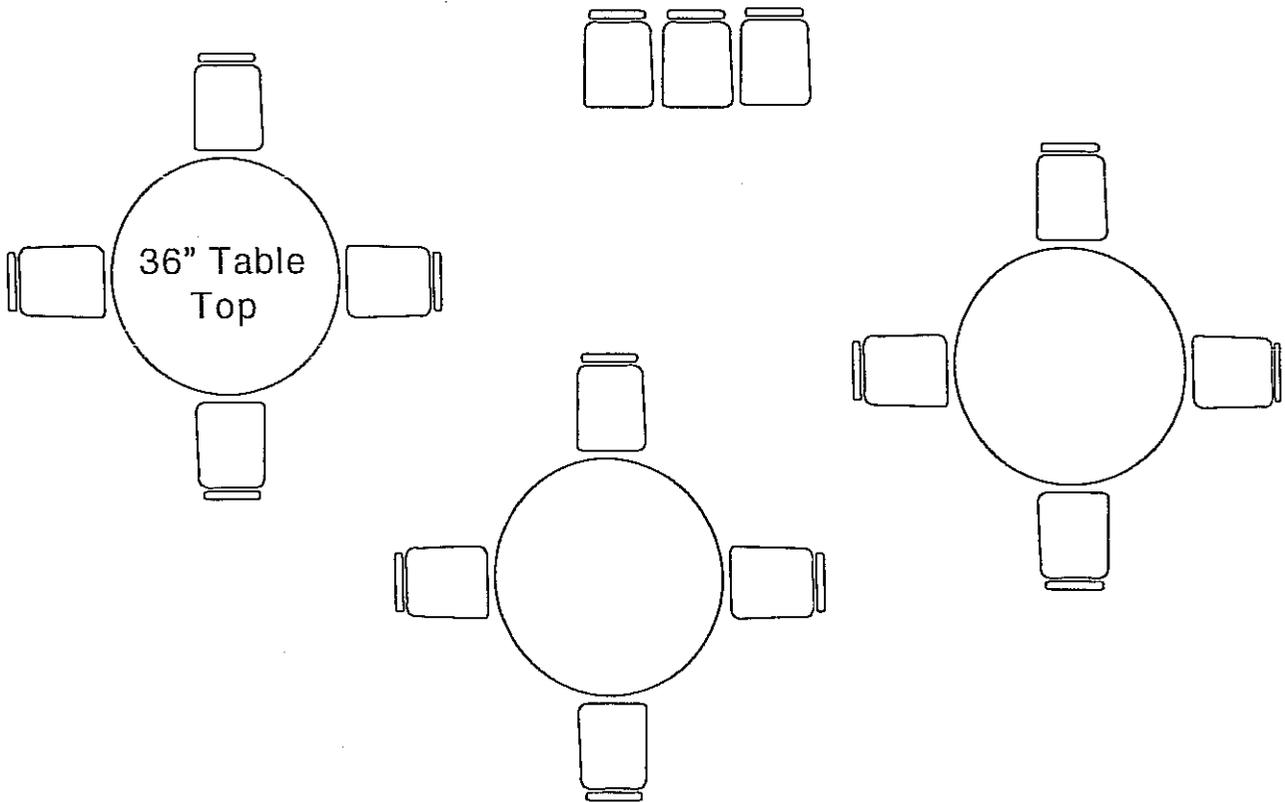
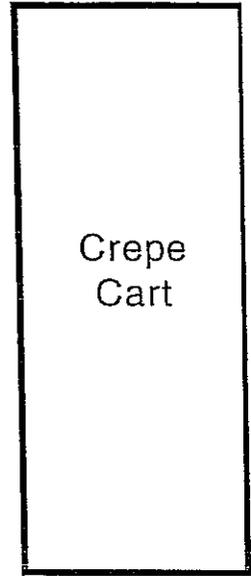
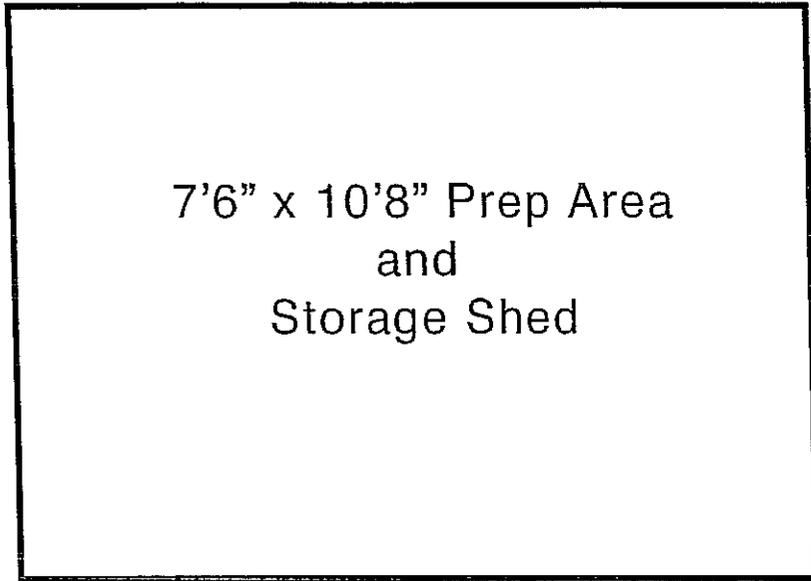


The crepe cart measures 90 inches in length and is 38 inches wide. The height to the top of the canopy is 90 inches. The 56-5/8" x 23-5/8" x 6-1/4" stainless steel work station accomidates two crepe griddles and has a removal top for easy cleaning. The cart is easy to move with the two wheels and will be securely stored in the locked shed overnight.



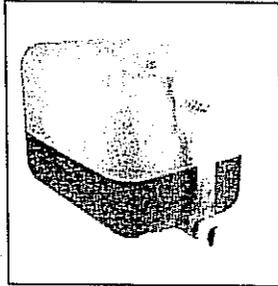
Plan of work station

Request for Approval of Accessories Sketch



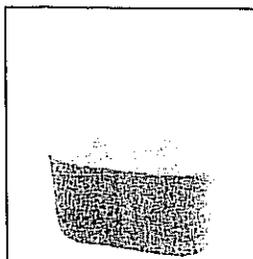
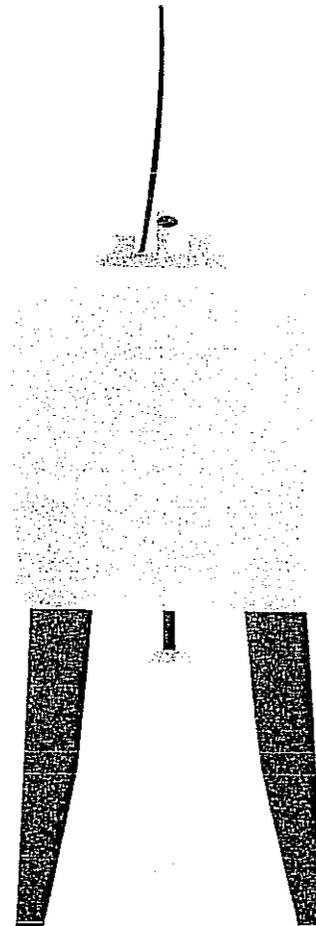
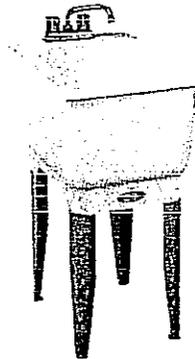
The gable-style 7'6" x 10'8" resin storage shed will store the crepe cart when it's not in use. The refrigerator, work table, coffee machine and sink will also be kept in the shed. When the crepe stand is closed the 15-20 stacking chairs will also be stored in the shed.

The work sink has a 5 gallon carboy supplied by U.S. Plastic Corp. for the fresh water (Town of Wiscasset) supply. It has a 2-1/2 gallon carboy for gray water collection.



2" Opening 5 Gallon Carboy With Molded Drain

This rigid high-density polyethylene carboy features a unique molded fitting to insure full drainage and comes with a spigot. It is impact resistant and lightweight with the rugged handle. Meets FDA standards for use with chemicals, food, photo, drugs, and more. The natural color is translucent and the 7/16" OD spigot. Outlet has a 2" opening.



2-1/2 Gallon Carboys

These carboys are 2-1/2 gallon capacity, with a large mouth opening. Features a handy carrying handle. Constructed of high density polyethylene and is calibrated in gallons and liters. It is lightweight and commercial grade. For use with chemicals, pharmaceuticals, cosmetics, liquid foods, and others.

SAVORY CREPES

- HAM & CHEESE & EGG
- PROSCIUTTO & BRIE
- ASPARAGUS, SUNDRIED TOMATOES
AVOCADO & BOURSIN CHEESE
- PESTO, TOMATOES & FRESH MOZZARELLA
- BOURSIN CHEESE, TURKEY PASTRAMI
& CARAMELIZED ONIONS
- BRIE CHEESE & BERRIES
- BRIE CHEESE & JAM

SWEET CREPES

- SUGAR & STRAWBERRIES OR BANANA
 - SUGAR OR SUGAR & BUTTER
 - NUTELLA
 - NUTELLA & BANANA
 - NUTELLA & FRESH BERRIES
- FRESH STRAWBERRIES, MARSHMALLOWS WITH CHOCOLATE & STRAWBERRY SAUCE
- WHITE CHOCOLATE, RASPBERRIES, PEANUTS & A HINT OF CINNAMON
- LEMON CURD, FRESH BLUEBERRIES & A HINT OF CINNAMON
- STRAWBERRIES, BROWN SUGAR AND SOUR CREAM