

WISCASSET BOARD OF SELECTMEN,
BOARD OF ASSESSORS AND OVERSEERS OF THE POOR
JUNE 4, 2013

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. 6 p.m. Executive Session to discuss poverty abatements

Judy Colby moved to go into Executive Session Pursuant to Title 1, M.R.S.A. §405(6)(C), for the purpose of discussing Poverty Tax Abatements. Vote 5-0-0. The board entered executive session at 6:01 and exited at 6:29 p.m. Bill Curtis moved to come out of executive session. Vote 5-0-0. Ed Polewarczyk moved to grant poverty abatement No. 2013-2 for \$14,733.80. Vote 5-0-0.

Dunning moved to go into Executive Session pursuant to 1 M.R.S.A. §405 (6)(C) to discuss Real Estate and Economic Development regarding Ferry Road Properties. Vote 5-0-0. The board entered executive session at 6:30 and exited at 6:52 p.m. Ed Polewarczyk moved to come out of executive session. Vote 5-0-0.

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

4. Approval of Treasurer's Warrant: May 28, 2013 and June 4, 2013

Ed Polewarczyk moved to approve the Treasurer's Warrant of May 28, 2013. Vote 5-0-0. Judy Colby moved to approve the Treasurer's Warrant of June 4, 2013. Vote 5-0-0.

5. Approval of Minutes: May 13, 2013 and May 21, 2013

Ed Polewarczyk moved to approve the minutes of May 13, 2013. Vote 5-0-0. Judy Colby moved to approve the minutes of May 21, 2013. Vote 5-0-0.

6. Special Presentation or Awards

Pam Dunning announced that Garrett Lear had been awarded the \$500 Lawrence B. Haggett Memorial Scholarship and Zachary Ellison had been awarded the \$1,000 General John and Mrs. Jeannette French Scholarship.

Pam Dunning recognized the long history of public service by Bill Curtis who served the town as an EMT for 28 years, was Deputy Director and later Director of the Ambulance Service, served as Selectman and has been an asset to the town. He was honored on this, his last meeting as Selectman.

7. Appointments

A. Executive Session regarding personnel

Judy Colby moved that the Board of Selectmen go into Executive Session pursuant to Title 1, M.R.S.A. §405 (6)(A) to discuss personnel. Vote 5-0-0. The board entered executive session at 7 p.m. and exited at 7:02 p.m. Judy Colby moved to come out of executive session. Vote 5-0-0.

Bill Curtis moved to vote on 7.a.1 through 11 as one item. Vote 5-0-0. Bill Curtis moved to approve the appointments 7.a.1 through 7.a.11. Vote 5-0-0. The following appointments were approved: Cynthia Collamore to Ad Hoc Cemetery Committee, term to expire June 4, 2014; Kevin Sprague to the Airport Committee, term to expire December 31, 2016; Bryan Buck to the Airport Committee, term to expire December 31, 2016; Peter Rines to the Appeals Board, term to expire December 31, 2016; Larry Barnes to the Conservation Commission, term to expire December 31, 2016; Jackie Lowell to the Ordinance Review Committee, term to expire December 31, 2016; Jackie Lowell to the Planning Board, term to expire December 31, 2016; Al Cohen to the Ordinance Review Committee, term to expire December 31, 2016; Al Cohen to the Planning Board, term to expire December 31, 2016; Peter Fairfield to the Shellfish Committee, term to expire December 31, 2016; John Pringle to the Waterfront Committee, term to expire December 31, 2016.

8. Public Comment

Bob Blagden thanked Bill Curtis for his service.

Blagden said he was concerned with the lack of process in dealing with tax-acquired properties; and dealing with abutters was a terrible way to go. He said that the properties should be marketed to the largest number of people possible instead of to one or two abutters.

Blagden said dividing the property on Middle Street made no sense. Demolishing the building would be more difficult if the property were divided and the storage shed which is close to the house were sold to an abutter. He was in favor of putting the property out to bid.

Norman Guidoboni asked if the property could be legally divided. Pam Dunning said nothing had been decided regarding the lot.

9. Department Head or Committee Chair Report – none

10. Unfinished Business

A. Wiscasset Conservation Commission recommendation regarding Montsweag Brook Parcel

Anne Leslie presented an update on the former CMP parcel on Montsweag Brook. She gave a brief background of the acquisition, listed goals for the property and possible uses and issues to be resolved such as access to the property. Current access is not attractive, and although it is a town road, abutters have concerns about trespassing and gates. The commission has met with Dawn Hallowell regarding a management plan for the parcel and among the next steps to be taken are clarifying whether the boundary markings are adequate, hiring an engineer to inspect the dam, and determining whether the funds from CMP for maintenance of the dam could be used for trail-making and maintenance.

Laurie Smith said that the board had not taken any action since the last meeting regarding the parcel, but could now give direction to the commission. Regarding the funds from CMP, Attorney Jumper had

said that they could be used as the town determined, not necessarily for maintenance of the dam. The funds are invested with H.M. Payson. Board members preferred to delay any decision until the second meeting in July after the election and when they have had an opportunity to inspect the dam.

B. Tax acquired property

Judy Colby moved to authorize the Town Manager to place the following tax-acquired property out to bid: Denovo, LLC, U.S. Route 1, Map U-17, Lot 4B. Vote 5-0-0

C. Sign Quit Claim Deed

Jeff Slack moved to sign the Quit Claim Deed for Lawreston Crute, 96 Chewonki Neck Road, Unit A1, Map U21, Lot 009-001-A01. Vote 5-0-0.

11. New Business

A. Open 2013 Bituminous Paving Bid: The following bids were received:

	Old Dresden Road	Indian Road
Hagar Enterprises	\$49,584.00	\$55,635.00
Lane Construction	\$47,640.00	\$49,775.00
Harry Crooker	\$54,283.00	\$50,100.00
Marriner, Inc.	\$45,189.25	\$48,725.80
Pike Industries	\$46,330.00	\$50,102.00

Judy Colby moved to authorize the Road Commissioner to award the bid to the lowest qualified bidder. 5-0-0.

B. Police Cruiser Replacement Discussion

Chief Cline outlined the need for a cruiser to replace the vehicle that had been totaled. He said a new cruiser with all the necessary equipment could be purchased from Newcastle Dodge for \$18,777.57 plus the insurance proceeds of \$9,250. The light bar from the previous vehicle could be used, but he would like to have a push bumper installed on the new car. The board discussed possible sources of funds to purchase the vehicle including using contingency or capital improvement funds or scheduling an open town meeting to vote on appropriating the funds. If funds were approved, a bid process would then take place. The Town Manager will outline for the board the steps to be taken for a special town meeting including notifying the Budget Committee and setting a date to sign the warrant.

C. Sign School Warrants: Judy Colby moved to sign the School Warrants for the RSU vote on June 28th. Vote 5-0-0.

12. Town Manager's Report

Smith invited the board to Business after Hours at the airport on June 13 at 5:30. The Chamber of Commerce has invited Boothbay and South Mid-coast chambers to discuss the August 6 event at the airport.

The Maine Department of Education Commissioner's office will be sending a conditional approval of the RSU 12 withdrawal plan to Wiscasset, and a public hearing is scheduled on July 9 at 7 p.m. at the Wiscasset Middle School gym to discuss the merits of the proposed agreement of withdrawal. Within 30 days following the public hearing, the Withdrawal Committee can recommend changes based on the public hearing and forward them to the commissioner at which time negotiations will take place. Another public hearing will be held before the Town vote in November.

The Town has received notice that its application is eligible for funding under the Rural Development Program (formerly USDA) for sewer upgrades in certain low income areas. The Town must agree to conditions before moving into the application stage for the loan and grant program. Projects discussed with USDA are pump stations 10 and 11, Federal Street force main upgrade and intercept line, and Birch Point intercept line. Cost of all the work is estimated at \$1.2 million and a 30-year loan at 2.75% is available. The Town can decide whether all or part of the work will be done. The board was unanimous in favor of proceeding with the application.

With regard to the Ethel Barnett property on Water Street, Smith said the Town is going forward with the inspection and changing locks. The abutter has indicated he is still interested in acquiring a part of the property with the shed. Another property owner in the village is interested in acquiring and developing the property for residential or commercial use. Cost of demolition and unpaid taxes amount to approximately \$50,000. The board discussed all the options for the property including putting the property out to bid but will not make a decision until a report on the hazardous material is received.

13. Other Business -- none

14. Adjournment

Judy Colby moved to adjourn. Vote 5-0-0.

WISCASSET BOARD OF SELECTMEN,
BOARD OF ASSESSORS AND OVERSEERS OF THE POOR
SPECIAL MEETING, JUNE 6, 2013

Preliminary Minutes

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 5 p.m.

2. Purchase of replacement police cruiser with insurance funds

Chief Cline has located a 2008 Ford Crown Victoria low profile demo to replace the totaled cruiser. The navy blue car has interior lights and will have a modified graphic on the side. A few modifications will be needed such as removing the red lights on the front of the car and adding blue sidelights. The car is in good condition, Public Works has inspected it, and mileage is 91,000. The insurance proceeds will cover the cost of the car.

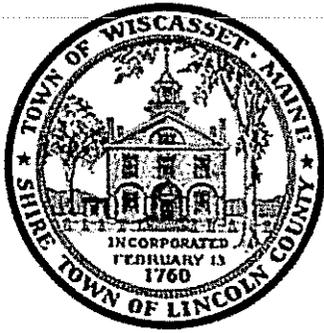
Chief Cline said that acquiring the demo is a band-aid approach and he will be requesting a new cruiser in the next budget season. **Ed Polewarczyk moved to authorize the Town Manager to purchase a used demonstration police cruiser using the insurance reimbursement proceeds. Vote 5-0-0.**

3. Request from Wiscasset Art Walk to erect tent on Main Street pier

The group has requested permission to erect a tent or canopy on the Main Street pier to be used for art, pottery demonstrations, music, etc. and to waive the \$25 fee. The request is for the last Thursday in June, July, August and September. **Ed Polewarczyk moved to approve the request of the Wiscasset Art Walk. Vote 5-0-0.**

4. Adjournment

At 5:10 p.m., **Judy Colby moved to adjourn. Vote 5-0-0.**



Town of Wiscasset

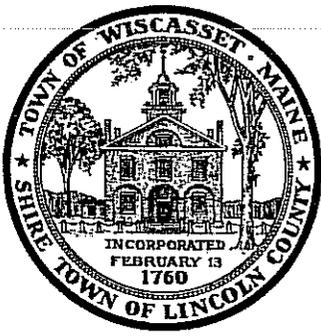
MEMORANDUM

To: Board of Selectmen
Fr: Laurie Smith, Town Manager
Re: Sea Level Rise Study
Dt: June 12, 2013

Last year the Lincoln County Commissioners and the Lincoln County Regional Planning Commission Board asked LCRPC staff to look into the potential impact of gradual increases in sea level on coastal communities, especially when combined with ocean storms. Historically, sea level in our area of the coast has risen about 8" over the past 100 years but the rate of sea level rise has risen dramatically in the past two decades. In order to evaluate such impacts and plan for necessary improvements to public infrastructure at risk, they decided to submit a joint application to the Maine Coastal Program and NOAA for funding to evaluate a range of potential sea level rise scenarios. A grant was awarded in the spring of 2012 and, with matching funds provided by the county, the project was undertaken jointly by the Maine Geological Survey and LCRPC staff.

The project examined changes in sea levels associated with both the highest annual tide and the February 1978 storm of record based on four sea level rise scenarios – 1 foot, 2 feet, 3 feet and 6 feet over the next 100 years. These scenarios are within the range of sea level rise projections made by leading climate and ocean scientists. Study results have been compiled for 14 Lincoln County coastal communities. They are presented in the form of overlays showing the extent of inundation associated with each scenario for the entire coastline of each community. In addition, inundation depths are presented for select locations within each community.

The study results soon will be posted on the LCRPC website (LCRPC.ORG) in an interactive format suitable for use by non-technical users with links made available to municipal websites.



Office of Planning & Codes

TO: Wiscasset Selectboard
FROM: Misty Parker, Town Planner
DATE: June 12, 2013
SUBJECT: ORC Recommended Adult Entertainment Ordinance

At the Selectboard's request, the ORC has completed work on an adult entertainment ordinance for your consideration.

Presently, the Town of Wiscasset Ordinances permit any type of adult entertainment establishment (including bars with nude dancers, topless coffee shops, and adult film or book stores) in the rural and commercial districts regardless of proximity to schools, churches or residences. The current sign ordinance would only restrict signage to size.

Adult entertainment establishments cannot be banned. The First Amendment of the U.S. Constitution prohibits Congress from passing law that abridges freedom of speech. The Fourteenth Amendment extends that prohibition to states and municipalities. Numerous courts have ruled that banning these types of establishments would be restricting freedom of speech. While legally a municipality cannot ban an adult entertainment facility, they can regulate such facilities through zoning ordinance. However, courts have agreed that attempts to over regulate a facility to the point where it would not be possible to locate a facility in town is seen as abridging freedom of speech.

The proposed ordinance would continue to permit adult entertainment establishments in the rural and commercial districts. The ordinance further provides restrictions on nudity of live persons, serving of alcohol in the establishment, and photographs, drawings or other pictorial representations from exterior signage. Furthermore, the proposed ordinance would require 1,500 foot setbacks from all places of worship, educational institutions, and public recreation areas as well as a 250 setback from all residential property lines.

In reviewing the proposed setbacks the ORC found in the commercial district, because of the narrow district boundary, a setback from residential property lines greater than 250 feet would prevent no viable options to locate an adult entertainment establishment, therefore the ordinance would be found unconstitutional. With the proposed setbacks there would only be a few options for location in the commercial district.

ADULT ENTERTAINMENT ESTABLISHMENT ORDINANCE

Definitions to be added to the Town of Wiscasset Glossary

1. ADULT AMUSEMENT STORE means the same as ADULT BOOKSTORE.
2. ADULT ARCADE means any place to which the public is permitted or invited wherein coin operated or slug-operated or electronically, electrically, or mechanically controlled still or motion picture machines, projectors, videos, or other image-producing devices are maintained to show images to five or fewer persons per machine at any one time, and where the images so displayed are distinguished or characterized by the depicting or describing of “specified sexual activities” or “specified anatomical areas.”
3. ADULT BOOKSTORE or ADULT VIDEO STORE means a commercial establishment that utilizes at least 15% of the establishment’s floor space for display, sale, or rental, for consideration any one or more of the following: books, magazines, periodicals or other printed matter, or photographs, films, motion picture, video cassettes or video reproductions, slides, or other visual representations that are distinguished or characterized by the depicting or describing of “specified sexual activities” or “specified anatomical areas;” or instruments, devices, or paraphernalia that are designed for use in connection with “specified sexual activities.”
4. ADULT CABARET means a nightclub, bar, restaurant, café, or similar commercial establishment that regularly, commonly, habitually, or consistently features:
 - a. persons who appear in a state of semi-nudity; or
 - b. live performances that are distinguished or characterized by the exposure of “specified anatomical areas” or by “specified sexual activities”; or
 - c. films, motion pictures, video cassettes, slides, photographic reproductions, or other image producing devices that are distinguished or characterized by the depiction or description of “specified sexual activities” or “specified anatomical areas”; or
 - d. persons who engage in “exotic” or erotic dancing or performances that are intended for the sexual interests or titillation of an audience or customers.
5. ADULT ENTERTAINMENT ESTABLISHMENT means the operation of adult amusement stores, adult video stores, adult bookstores, adult novelty stores, adult motion picture theaters, on-site video screening establishments, adult arcades, adult entertainment nightclubs or bars, adult spas, establishments featuring strippers or erotic dancers, escort agencies or other sexually oriented businesses.
6. ADULT ENTERTAINMENT NIGHTCLUB OR BAR means the same as ADULT CABARET.

7. ADULT MOTEL means a hotel, motel or similar commercial establishment that:
 - a. offers accommodation to the public for any form of consideration and provides patrons with closed-circuit television transmissions, films, motion pictures, video cassettes, slides, or other photographic reproductions that are distinguished or characterized by the depiction or description of “specified sexual activities” or “specified anatomical areas;” and has a sign visible from the public right of way that advertises the availability of this adult type of photographic reproductions; or
 - b. offers a sleeping room for rent for a period of time that is less than twenty-four (24) hours; or
 - c. allows a tenant or occupant of a sleeping room to sub rent the room for a period of time that is less than twenty-four (24) hours.
8. ADULT MOTION PICTURE THEATER means a commercial establishment where, for any form of consideration, films, motion pictures, video cassettes, slides, or similar photographic reproductions are regularly, commonly, habitually, or consistently shown that are distinguished or characterized by the depiction or description of “specified sexual activities” or “specified anatomical areas.”
9. ADULT NOVELTY STORE means the same as ADULT BOOKSTORE.
10. ADULT THEATER means a theater, concert hall, auditorium, or similar commercial establishment that regularly, commonly, habitually, or consistently features persons who appear, in person, in a state of nudity and/or semi-nudity, and/or live performances that are distinguished or characterized by the exposure of “specified anatomical areas” or by “specified sexual activities.”
11. ADULT VIDEO STORE means the same as ADULT BOOKSTORE.
12. EMPLOYEE means a person who performs any service on the premises of an adult entertainment establishment on a full time, part time, contract basis, or independent basis, whether or not the person is denominated an employee, independent contractor, agent, or otherwise, and whether or not the said person is paid a salary, wage, or other compensation by the operator of said business. “Employee” does not include a person exclusively on the premises for repair or maintenance of the premises or equipment on the premises, or for the delivery of goods to the premises, nor does “employee” include a person exclusively on the premises as a patron or customer.
13. ESCORT means a person who, for consideration, agrees or offers to act as a companion, guide, or date for another person, or who agrees or offers to privately model lingerie or to privately perform a striptease for another person.
14. ESCORT AGENCY means a person or business association who furnishes, offers to furnish,

or advertises to furnish escorts as one of its primary business purposes for a fee, tip, or other consideration.

15. ESTABLISHMENT means and includes any of the following:
 - a. the opening or commencement of any adult entertainment establishment as a new business;
 - b. the conversion of an existing business, whether or not an adult entertainment establishment, to any adult entertainment establishment;
 - c. the additions of any adult entertainment establishment to any other existing adult entertainment establishment; or
 - d. the relocation of any adult entertainment establishment; or
 - e. an adult entertainment establishment or premises on which the adult entertainment establishment is located.
16. ESTABLISHMENTS FEATURING STRIPPERS OR EROTIC DANCERS means the same as ADULT CABARET.
17. LIVE THEATRICAL PERFORMANCE means a play, skit, opera, ballet, concert, comedy, or musical drama.
18. NUDE MODEL STUDIO means any place where a person who appears in a state of nudity or displays "specified anatomical areas" is provided to be observed, sketched, drawn, painted, sculptured, photographed, or similarly depicted by other persons for consideration.
19. NUDITY or a STATE OF NUDITY means the appearance of a human anus, pubic area, male genitals, or female genitals with less than a fully opaque covering; or a female breast with less than a fully opaque covering of any part of the areola; or human male genitals in a discernibly turgid state even if completely and opaquely covered.
20. ON-SITE VIDEO SCREENING ESTABLISHMENT means the same as ADULT ARCADE.
21. PERSON means an individual, proprietorship, partnership, corporation, association, or other legal entity.
22. PREMISES means the real property upon which the adult entertainment establishment is located, and all appurtenances thereto and buildings thereon, including, but not limited to, the adult entertainment establishment, the grounds, private walkways, and parking lots and/or parking garages adjacent thereto, under the ownership, control, or supervision of the owner or operator of the adult entertainment establishment.
23. SEXUAL ENCOUNTER CENTER means a business or commercial enterprise that, as one of its principal business purposes, offers for any form of consideration:

- a. physical contact in the form of wrestling or tumbling between persons of the opposite sex; or
 - b. activities between persons of the opposite sex and/or persons of the same sex when one or more of the persons is in a state of nudity or semi-nudity. A principal business purpose exists if the services offered are intended to generate business income.
24. SEXUALLY ORIENTED BUSINESS means an adult arcade, adult bookstore or adult video store, adult cabaret, adult motel, adult motion picture theater, adult theater, escort agency, nude model studio, or sexual encounter center.
25. SPECIFIED ANATOMICAL AREAS means:
- a. the human male genitals in a discernibly turgid state, even if fully and opaquely covered;
 - b. less than completely and opaquely covered human genitals, pubic region, buttocks, or a female breast below a point immediately above the top of the areola.
26. SPECIFIED SEXUAL ACTIVITIES means and includes any of the following:
- a. the fondling or other erotic touching of human genitals, pubic region, buttocks, anus, or female breasts, whether covered or uncovered;
 - b. sex acts, normal or perverted, actual or simulated, including intercourse, oral copulation, or sodomy;
 - c. masturbation, actual or simulated; or
 - d. excretory functions as part of or in connection with any of the activities set forth in (A) through (C) above.
27. SUBSTANTIAL ENLARGEMENT of an adult entertainment establishment means the increase in floor areas occupied by the business by more than twenty-five (25%) percent, as the floor areas existed on on the date of enactment of this ordinance [INSERT DATE]

SECTION I. Purpose.

Purpose. It is the purpose of this ordinance to regulate adult entertainment establishments and related activities to promote the health, safety, and general welfare of the citizens of the municipality, and to establish reasonable and uniform regulations to prevent the deleterious location and concentration of adult entertainment establishments within the Town of Wiscasset. The provisions of this ordinance have neither the purpose nor effect of imposing a limitation or restriction on the content of any communicative materials, including sexually oriented materials. Similarly, it is not the intent nor effect of this ordinance to restrict or deny access by adults to sexually oriented materials protected by the First Amendment, or to deny access by the distributors and exhibitors of sexually oriented entertainment to their intended

market. Neither is it the intent nor effect of this ordinance to condone or legitimize the distribution of obscene materials.

SECTION II. Location Restrictions.

Adult entertainment establishments shall be permitted in accordance with Article VI, Zoning, of the Town of Wiscasset Ordinances provided that no nudity of live persons shall be displayed and no live persons in a state of nudity, as defined, shall appear in such establishment, and provided that no alcoholic beverages are allowed on the premises in such establishment, and also provided that:

- A. The adult entertainment establishment may not be operated within:
1. 1,500 feet of a church, synagogue, mosque, temple or building which is used primarily for religious worship and related religious activities;
 2. 1,500 feet of a public or private educational facility including but not limited to child care facility, nursery schools, preschools, kindergartens, elementary schools, private schools, intermediate schools, junior high schools, middle schools, high schools, vocational schools, secondary schools, continuation schools, special education school, junior colleges, and universities; school includes the school ground, but does not include the facilities used primarily for another purpose and only incidentally as a school;
 3. 1,500 feet of a public park or recreational area which has been designated for park or recreational activities, including, but not limited to, a park, playground, nature trails, swimming pool, reservoir, athletic field, basketball or tennis courts, skating rink, pedestrian/bicycle paths, wilderness areas, or other similar public land within the Town which is under the control, operation, or management of the Town park and recreation authorities;
 4. 250 feet of the property line of a lot zoned for residential use and devoted to a residential use as defined in the Zoning Ordinance; or
 5. 1,500 feet of another adult entertainment establishment.
- B. An adult entertainment establishment may not be operated in the same building, structure, or portion thereof, containing another adult entertainment establishment.
- C. For the purpose of this ordinance, measurement shall be made in a straight line, without regard to intervening structures or objects, from the nearest portion of the building or structure used as a part of the premises where an adult entertainment establishment is conducted, to the nearest property line of the premises of a church, synagogue, regular place of worship, or public or private elementary or secondary school, or to the nearest boundary of an affected public park, lot containing a residence, or licensed child care facility.

- D. For purposes of subsection (C) of this section, the distance between any two adult entertainment establishment uses shall be measured in a straight line, without regard to intervening structures or objects, from the closest exterior wall of the structure in which each business is located.

SECTION III. Non-Conforming Uses; Amortization.

- A. Any business lawfully operating on the effective date of this ordinance that is in violation of the locational or structural configuration requirements of this ordinance shall be deemed a nonconforming use. The non-conforming use will be permitted to continue for a period not to exceed five years, unless sooner terminated for any reason or voluntarily discontinued for a period of thirty (30) days or more. Such non-conforming uses shall not be increased, enlarged, extended or altered except that the use may be changed to a conforming use. If two or more adult entertainment establishments are within 1,500 feet of one another and otherwise in a permissible location, the adult entertainment establishment that was first established and continually operated at a particular location is the conforming use and the later-established business(es) is non-conforming.
- B. An adult entertainment establishment lawfully operating as a conforming use is not rendered a non-conforming use by the location of a church, synagogue, or regular place of religious worship, public or private elementary or secondary school, licensed child care facility, public park, or residential use within 1,500 feet of the adult entertainment establishment, provided the rights of the adult entertainment establishment have vested prior to the location of one of the uses or structures listed in this subsection. Vesting shall have occurred if the owner/applicant for the adult entertainment establishment:
 - 1. exercised due diligence in attempting to comply with the law;
 - 2. demonstrated good faith throughout the proceedings;
 - 3. expended substantial unrecoverable funds in reliance on the Planning Board's approval;
 - 4. The period during which an appeal could have been taken from the approval of the application has expired; and
 - 5. There is insufficient evidence to prove that individual property rights or the public health, safety or welfare would be adversely affected by the project as approved.

SECTION IV. Additional Regulations for Adult Motels.

- A. Evidence that a sleeping room in a hotel, motel, or a similar commercial enterprise has been rented and vacated two or more times in a period of time that is less than ten (10) hours creates a rebuttable presumption that the enterprise is an adult motel as that term is defined in this ordinance.
- B. It is unlawful if a person, as the person in control of a sleeping room in a hotel, motel, or

similar commercial enterprise, that is not validly permitted as an adult entertainment establishment, rents or sub rents a sleeping room to a person and, within ten (10) hours from the time the room is rented, he/she rents or sub rents the same sleeping room again.

- C. For purposes of subsection (B) of this section, the terms “rent” or “sub rent” mean the act of permitting a room to be occupied for any form of consideration.

SECTION V. Additional Regulations For Escort Agencies.

- A. An escort agency shall not employ any person under the age of 18 years.
- B. A person commits an offense if the person acts as an escort or agrees to act as an escort for any person under the age of 18 years.

SECTION VI. Additional Regulations For Nude Model Studios

- A. A nude model studio shall not employ any person under the age of 18 years.
- B. A nude model studio shall not place or permit a bed, sofa, or mattress in any room on the premises, except that a sofa may be placed in a reception room open to the public.

SECTION VII. Regulations Pertaining to Exhibition of Sexually Explicit Films and Videos.

- A. A person who operates or causes to be operated an adult entertainment establishment, other than an adult motel, which exhibits on the premises in a viewing room of less than one hundred fifty (150) square feet of floor space, a film, video cassette, or other video reproduction, that depicts specified sexual activities or specified anatomical areas, shall comply with the following requirements:
1. A manager’s station may not exceed thirty-two (32) square feet of floor area.
 2. It is the duty of the owners and operator of the premises to ensure that at least one employee is on duty and situated in each manager’s station at all times that any patron is present inside the premises.
 3. The interior of the premises shall be configured in such a manner that there is an unobstructed view from a manager’s station of the entire area of the premises to which any patron is permitted access for any purpose, including video viewing booths, and excluding only restrooms. Restrooms may not contain video reproduction equipment. If the premises has two or more manager’s stations designated, then the interior of the premises shall be configured in such a manner that there is an unobstructed view of the entire area of the premises to which any patron is permitted access for any purpose from at least one of the manager’s stations. The view required in this subsection must be by direct line of sight from the manager’s station.
 4. It shall be the duty of the operator, and it shall also be the duty of any agents and employees

present in the premises, to ensure that the view area specified in subsection (3) of this section remains unobstructed at all times. No doors, walls, partitions, curtains, merchandise, display racks, or other object(s) shall obstruct from view of the manager's station any portion of the premises to which patrons have access.

5. The premises shall be equipped with overhead lighting fixtures of sufficient intensity to illuminate every place to which patrons are permitted access at an illumination of not less than five (5.0) foot candle as measured at the floor level.
6. It shall be the duty of the operator, and it shall also be the duty of any agents and employees present in the premises, to ensure that the illumination described above is maintained at all times that any patron is present in the premises.
7. No viewing room or booth may be occupied by more than one person at any time.
8. No opening of any kind shall exist between viewing rooms or booths.
9. It shall be the duty of the operator, and it shall also be the duty of any agents and employees present in the premises, to ensure that no more than one person at a time occupies a viewing booths or rooms, and to ensure that no person attempts to make an opening of any kind between the viewing booths or rooms.
10. The operator of the adult entertainment establishment shall, each business day, inspect the walls between the viewing booths to determine if any openings or holes exist.
11. The operator of the adult entertainment establishment shall cause all floor coverings in viewing booths to be nonporous, easily cleanable surfaces, with no rugs or carpeting
12. The operator of the adult entertainment establishment shall cause all wall surfaces and ceiling surfaces in viewing booths to be constructed of, or permanently covered by, nonporous, easily cleanable material. No wood, plywood, composition board or other porous material shall be used within forty eight (48") inches of the floor.

SECTION VIII. Exterior Portions of Adult Entertainment Establishments.

- A. It shall be unlawful for an owner or operator of an adult entertainment establishment to allow the merchandise or activities of the establishment to be visible from a point outside the establishment.
- B. It shall be unlawful for the owner or operator of an adult entertainment establishment to allow the exterior portion of the adult entertainment establishment to have flashing lights, or any words, lettering, photographs, silhouettes, drawings, or pictorial representations of any manner except to the extent permitted by the provisions of this ordinance.
- C. It shall be unlawful for the owner or operator of an adult entertainment establishment to allow exterior portions of the establishment to be painted any color other than a single

achromatic color. This provision shall not apply to an adult entertainment establishment if the following conditions are met:

1. The establishment is a part of a commercial multi-unit center; and
2. The exterior portions of each individual unit in the commercial multi-unit center, including the exterior portions of the business, are painted the same color as one another or are painted in such a way so as to be a component of the overall architectural style or pattern of the commercial multi-unit center.
3. Nothing in this article shall be construed to require the painting of an otherwise unpainted exterior portion of an adult entertainment establishment.

SECTION IX. Signage.

- A. All signs shall be in accordance with Article III, Signs, of the Town of Wiscasset Ordinances.
- B. Primary signs shall contain no photographs, silhouettes, drawings or pictorial representations in any manner, and may contain only the name of the enterprise.

SECTION X. Persons Younger Than Eighteen Prohibited From Entry; Attendant Required.

- A. It shall be unlawful to allow a person who is younger than eighteen (18) years of age to enter or be on the premises of an adult entertainment establishment at any time the adult entertainment establishment is open for business.
- B. It shall be the duty of the operator of each adult entertainment establishment to ensure that an attendant is stationed at each public entrance to the adult entertainment establishment at all times during such adult entertainment establishment's regular business hours. It shall be the duty of the attendant to prohibit any person under the age of eighteen (18) years from entering the adult entertainment establishment. It shall be presumed that an attendant knew a person was under the age of eighteen (18) unless such attendant asked for and was furnished:
 1. a valid operator's, commercial operator's, or chauffeur's driver's license; or
 2. a valid personal identification certificate issued by the State of Maine reflecting that such person is eighteen (18) years of age or older.

SECTION XI. Hours of Operation

No adult entertainment establishment, except for an adult motel, may remain open at any time between the hours of 12:00 A.M. and 10:00 A.M.

SECTION XII. Exemptions.

- A. It is a defense to prosecution under this ordinance that a person appearing in a state of nudity did so in a modeling class operated:
1. by a public school, licensed by the State of Maine, a college, junior college, or university supported entirely or partly by taxation;
 2. by a private college or university that maintains and operates educational programs in which credits are transferable to a college, junior college, or university supported entirely or partly by taxation.
- B. Notwithstanding any other provision in this ordinance, movies rated G, PG, PG-13, or R, by the Motion Picture Association of America (MPAA), or live theatrical performances with serious artistic, social, or political value, that depict or describe specified anatomical areas or specified sexual activities, are expressly exempted from regulation under this ordinance.

SECTION XIII. Separability.

If any section, subsection, or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.



Town of Wiscasset

MEMORANDUM

To: Board of Selectmen
Fr: Laurie Smith, Town Manager
Re: Montsweag Roadhouse sewer connection
Dt: June 13, 2013

In 2009 the Town considered whether to extend sewer service to the Montsweag Roadhouse. At the time the Roadhouse needed to either install a new septic system or connect to a public sewer system. After several months of discussions the Roadhouse needed to move forward on the project, due to time constraints, and had a private septic system designed and installed. Unfortunately the system failed and the Roadhouse now needs to address the issue again. Chris Johnston, of the Montsweag Roadhouse, has contacted the Town and is asking whether Wiscasset would consider extending a sewer line to the Montsweag Roadhouse.

Quick Facts:

- The line would extend approximately 2300 feet.
 - 1600 feet in Wiscasset
 - 700 feet in Woolwich
- The Roadhouse would pay associated costs.
 - Construction costs of the line
 - Annual sewer use charges
 - Hookup impact fee
 - The creation of an escrow account to deal with maintenance issues.
- The roadhouse would pump approximately 2000 gallons per day

The Roadhouse needs to move forward quickly as they need to resolve their system failure. I am seeking direction from the Board of Selectmen as to whether there is interest in pursuing a possible connection.



Town of Wiscasset

May 29, 2013

Daniel Reed
936 Gardiner Road
Wiscasset, Maine 04578

Dear Mr. Reed:

The Wiscasset Board of Selectmen are disposing of a tax acquired parcel which abuts your property. The Board is offering the parcel to all abutters, before placing the bid out to the general public. The property information is listed below:

Address:	930 Gardiner Road
Previous Owner:	Mabel McAfee
Map and Lot:	R04-001
Acreage:	1.54
Assessed Value:	\$126,400
Building:	Yes

The outstanding taxes owed on the property are approximately \$8,700, and the Town would be seeking at least a minimum bid in this amount. If you are interested in bidding on this property, please submit a sealed bid, addressed to the Town Manager and marked "Bid on R4-01" by June 17th, 2013. The Selectmen will review the bids at their regular meeting on June 18th.

Sincerely,

Laurie A. Smith
Town Manager



Town of Wiscasset

May 29, 2013

Glenn McAfee and Sandra Reed
33 Tower Circle
Bath, Maine 04530

Dear Mr. McAfee and Ms. Reed:

The Wiscasset Board of Selectmen are disposing of a tax acquired parcel which abuts your property. The Board is offering the parcel to all abutters, before placing the bid out to the general public. The property information is listed below:

Address: 930 Gardiner Road
Previous Owner: Mabel McAfee
Map and Lot: R04-001
Acreage: 1.54
Assessed Value: \$126,400
Building: Yes

The outstanding taxes owed on the property are approximately \$8,700, and the Town would be seeking at least a minimum bid in this amount. If you are interested in bidding on this property, please submit a sealed bid, addressed to the Town Manager and marked "Bid on R4-01" by June 17th, 2013. The Selectmen will review the bids at their regular meeting on June 18th.

Sincerely,

Laurie A. Smith
Town Manager



Town of Wiscasset

May 29, 2013

Charles K. and E.M. Brown, III
D.W. and E.M. Allison, Jr.
c/o Eliza Allison
922 Gardiner Road
Wiscasset, Maine 04578

Dear Ms. Allison:

The Wiscasset Board of Selectmen are disposing of a tax acquired parcel which abuts your property. The Board is offering the parcel to all abutters, before placing the bid out to the general public. The property information is listed below:

Address: 930 Gardiner Road
Previous Owner: Mabel McAfee
Map and Lot: R04-001
Acreage: 1.54
Assessed Value: \$126,400
Building: Yes

The outstanding taxes owed on the property are approximately \$8,700, and the Town would be seeking at least a minimum bid in this amount. If you are interested in bidding on this property, please submit a sealed bid, addressed to the Town Manager and marked "Bid on R4-01" by June 17th, 2013. The Selectmen will review the bids at their regular meeting on June 18th.

Sincerely,

Laurie A. Smith
Town Manager

RE Account 472 Detail
as of 05/15/2013

Name: MCAFEE, MABEL

Location: 930 GARDINER ROAD
Acreage: 1.54 Map/Lot: R04-001
Book Page: B1911P202

2012-1 Period Due:
1) 1,047.28
2) 1,004.88

Land: 40,700
Building: 101,700
Exempt 16,000

Total: 126,400

Ref1: B1911P0202
Mailing
Address: 930 GARDINER ROAD
WISCASSET ME 04578

Year/Rec #	Date	Reference	P C	Principal	Interest	Costs	Total
2012-1 R				2,009.76	42.40	0.00	2,052.16
2011-1 L *				1,914.96	174.09	56.25	2,145.30
2010-1 L *				1,870.72	303.16	66.18	2,240.06
2009-1 L *				1,783.13	413.45	57.72	2,254.30
2008-1 L *				0.00	0.00	0.00	0.00
2007-1 L *				0.00	0.00	0.00	0.00
2006-1 R				0.00	0.00	0.00	0.00
2005-1 R				0.00	0.00	0.00	0.00
2004-2 R				0.00	0.00	0.00	0.00
2004-1 S				0.00	0.00	0.00	0.00
Account Totals as of 05/15/2013				7,578.57	933.10	180.15	8,691.82

	Per Diem
2012-1	0.3854
2011-1	0.3673
2010-1	0.3588
2009-1	0.3420
Total	1.4534

Exempt Codes: 02 - WARTIME VET/ME.....
50 - HOMESTEAD EXEMPT

Note: Payments will be reflected as positive values and charges to the account will be represented as negative values.

WISCASSET
 Name: MCAFEE, MABEL

Valuation Report

05/15/2013

Page 1

Map/Lot:

R04-001

Location:

930 GARDINER ROAD

Account: 472 Card: 1 of 1

Neighborhood RURAL WEST

Zoning/Use RURAL
 Topography Level
 Utilities Drilled WellSeptic System
 Street Paved

Reference 1 B1911P0202
 Reference 2 R-04-001/00 0000000000
 Tran/Land/Bldg 1 1 11
 FARM LAND 0 OPEN SPACE 0
 Exemption(s) 2 50 0 Land Schedule 103

Land Description

Units	Method - Description	Price/Unit	Total	Fctr	Influence	Value
1.00	Acres-Base Homesite Value	36,000.00	36,000	100%		36,000
1.00	Acres-HS Size Adj	3,600.00	3,600	100%		3,600
0.54	Acres-Rear Land 1-10	2,000.00	1,080	100%		1,080
					Land Total	40,680

Dwelling Description				Replacement Cost New		
Colonial	One & 3/4 Story	728 Sqft	Grade C 105	Base		108,656
Exterior	ALUM/VINYL	Masonry Trim	None	Trim		0
Dwelling Units	1 OTHER Units-0	Roof Cover	Asphalt Shingles	Roof		0
						0
Foundation	Concrete Slab	Basement	None	Basement		-8,141
Fin. Basement Area	None	Basement Gar	None	Fin Bsmt		0
Heating	100% Forced Warm	Cooling	0% None	Heat		0
Rooms	5	HEARTH		HEARTH		0
Bedrooms	2	Add Fixtures	0			
Baths	1	Half Baths	0	Plumbing		0
Attic	None			Attic		0
FirePlaces	0			Fireplace		0
Insulation	Full			Insulation		0
Unfin. Living Area	NONE			Unfinished		0

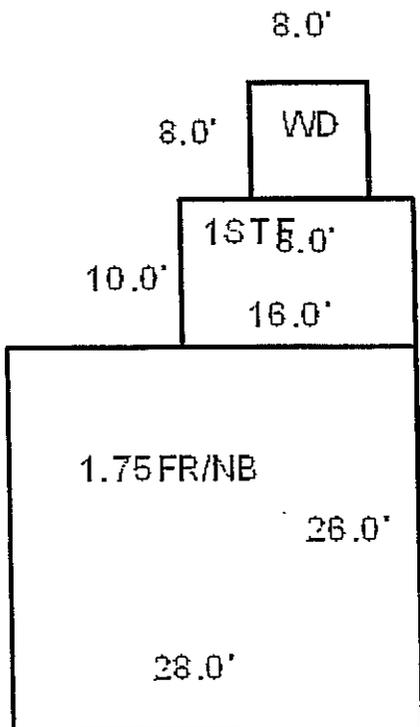
Dwelling Condition

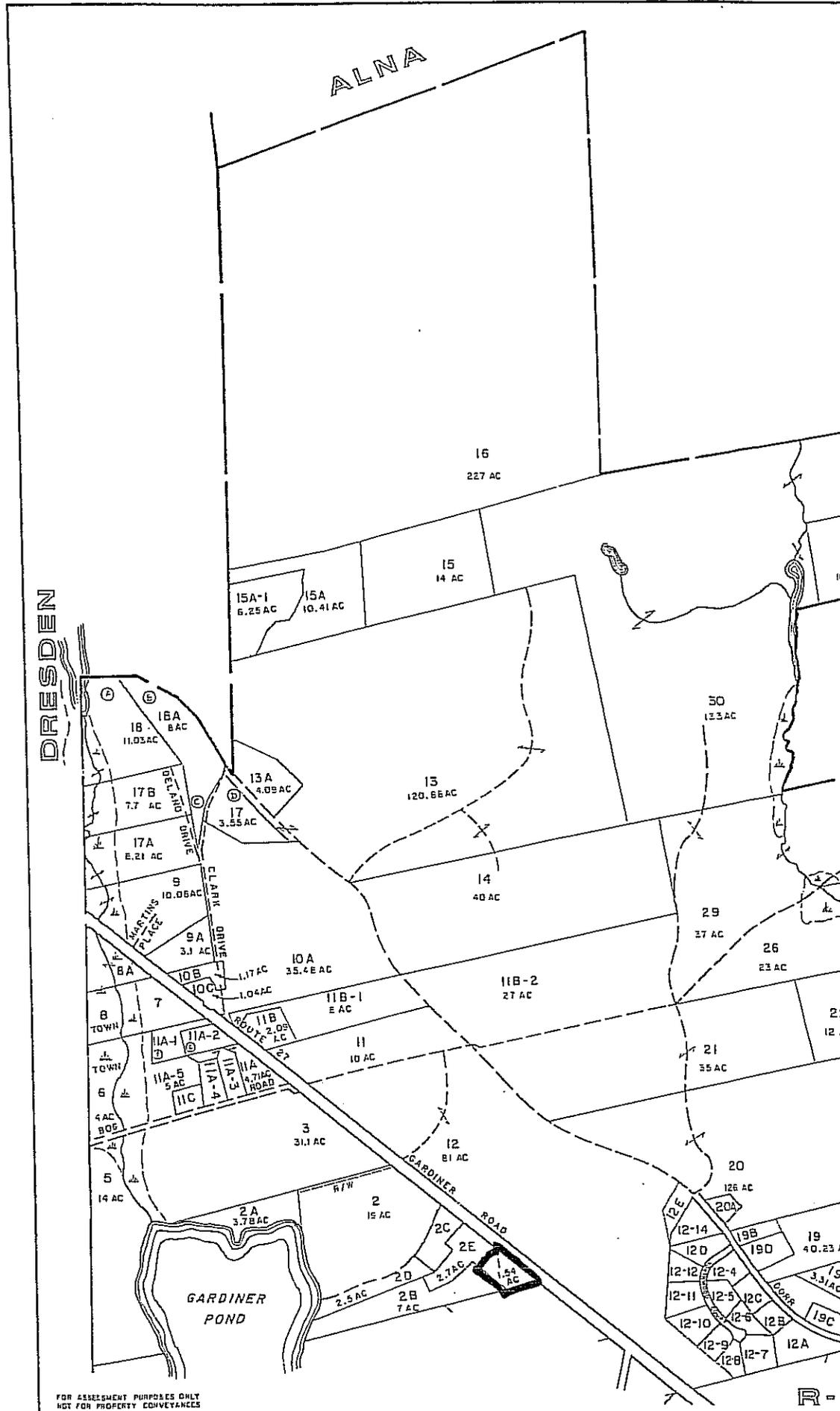
Built	Renovated	Kitchens	Baths	Condition	Layout	Total	
1987	0	TYPICAL	TYPICAL	Average	Typical	100,515	
Functional Obsolescence	Economic Obsolescence	Phys. %	Func. %	Econ. %	Value(Rcnld)		
None	None	84%	100%	100%	84,433		
Outbuildings/Additions/Improvements							
Description	Year	Units	Grade	RCN	Cond	Value Rcnld	
ONE STORY FRAME	1987	160	C 105	10,544	Avg.	8,646	
Frame Garage	1987	620	C 100	17,496	Poor	8,223	
Wood Deck	1987	64	D 100	691	Fair	422	
1,434 SFLA		99.31 = \$/SFLA (1)				Outbuilding Total	17,291
Acpt Land		40,700	Accepted Bldg		101,700	Total	142,400

Account: 472



FR GARAGE 20X31





FOR ASSESSMENT PURPOSES ONLY
NOT FOR PROPERTY CONVEYANCES

JOHN E. O'DONNELL & ASSOCIATES
AUBURN, MAINE
1973

WISCAS



Town of Wiscasset

May 29, 2013

Hunt Company Inc.
519 Gardiner Road
Wiscasset, Maine 04578

Dear Sir:

The Wiscasset Board of Selectmen are disposing of a tax acquired parcel which abuts your property. The Board is offering the parcel to all abutters, before placing the bid out to the general public. The property information is listed below:

Address:	519A Gardiner Road, Wiscasset
Previous Owner:	Hunt Company, Inc.
Map and Lot:	R3 - 85-C
Acreage:	3.62
Assessed Value:	\$283,100
Building:	Yes

The outstanding taxes owed on the property are approximately \$43,500, and the Town would be seeking at least a minimum bid in this amount. If you are interested in bidding on this property, please submit a sealed bid, addressed to the Town Manager and marked "Bid on R3-85C" by June 17th, 2013. The Selectmen will review the bids at their regular meeting on June 18th.

Sincerely,

Laurie A. Smith
Town Manager



Town of Wiscasset

May 29, 2013

Dwight and Lorna Harrington
186 Fowles Hill Road
Wiscasset, Maine 04578

Dear Mr. and Mrs. Harrington:

The Wiscasset Board of Selectmen are disposing of a tax acquired parcel which abuts your property. The Board is offering the parcel to all abutters, before placing the bid out to the general public. The property information is listed below:

Address:	519A Gardiner Road, Wiscasset
Previous Owner:	Hunt Company, Inc.
Map and Lot:	R3 – 85-C
Acreage:	3.62
Assessed Value:	\$283,100
Building:	Yes

The outstanding taxes owed on the property are approximately \$43,500, and the Town would be seeking at least a minimum bid in this amount. If you are interested in bidding on this property, please submit a sealed bid, addressed to the Town Manager and marked "Bid on R3-85C" by June 17th, 2013. The Selectmen will review the bids at their regular meeting on June 18th.

Sincerely,

Laurie A. Smith
Town Manager

Town of WISCASSET
Tax Information Sheet
As of: 04/30/2013

Account: 2284 **Name:** HUNT COMPANY, INC.

Location: 519A GARDINER ROAD

Map and Lot: R03-085-C **Sale Date:** 10/09/2001

Deed Reference: B4363P99 01/13/2011 B2929P167 **Sale Price:** \$165,000
10/15/2002

Land:	179,200	Total Acres:	3.62
Building:	103,900	Tree Growth:	Soft : 0 Mixed : 0 Hard : 0
Exempt	0	Farmland:	
Total:	<u>283,100</u>	Open Space:	
		Zoning:	19 - COMMERCIAL
		SFLA:	0

	Amount	Mill Rate
Last Billed : 2012-1	4,501.29	15.90
Previous Billed : 2011-1	4,288.97	15.15

Outstanding Taxes

Year	Per Diem	Principal	Interest	Costs	Total
2012-1	0.8633	4,501.29	82.01	0.00	4,583.30
2011-1	0.8225	4,288.97	377.54	56.25	4,722.76
2010-1	0.8035	4,189.88	666.94	71.77	4,928.59
2009-1	1.2950	6,752.63	1,546.26	74.39	8,373.28
2008-1	1.5731	6,379.76	2,450.88	53.08	8,883.72
2007-1	1.5149	6,143.80	2,911.66	46.26	9,101.72
2006-1	0.4522	1,833.96	1,051.03	26.42	2,911.41
	<u>7.3246</u>	<u>34,090.29</u>	<u>9,086.32</u>	<u>328.17</u>	<u>43,504.78</u>
2012-1 Period Due					
10/26/2012		2,250.65	82.01	0.00	2,332.66
04/26/2013		2,250.64			<u>2,250.64</u>
					4,583.30

Information Given By: _____

Title: _____ 04/30/2013

All calculations are as of: 04/30/2013

WISCASSET
 Name: HUNT COMPANY, INC.

Valuation Report

05/15/2013

Page 1

Account: 2284 Card: 1 of 1

Map/Lot:

R03-085-C

Location:

519A GARDINER ROAD

Neighborhood	RURAL WEST	Sale Data
Zoning/Use	COMMERCIAL	Sale Date 10/09/2001
Topography	Level	Sale Price 165,000
Utilities	Drilled WellSeptic System	Sale Type Land & Buildings
Street	Paved	Financing Unknown
		Verified Public Record
		Validity Distressed Sale

Reference 1 B2929P0167 B4363P0099

Reference 2

Tran/Land/Bldg 1 1 13

FARM LAND 0 OPEN SPACE 0

Exemption(s) Land Schedule 103

Land Description						
Units	Method - Description	Price/Unit	Total	Fctr	Influence	Value
1.00	Acres-Base Commercial	45,000.00	45,000	100%		45,000
1.00	Acres-Commercial Size Adj	4,500.00	4,500	100%		4,500
2.62	Acres-Commercial Prime	49,500.00	129,690	100%		129,690
Total Acres 3.62						
						Land Total
						179,190

Outbuildings/Additions/Improvements							Percent Good			Value
Description	Year	Units	Grade	RCN	Cond	Phy	Func	Econ	Rcnld	
DRYING SHED.....	1960	3540	D 90	21,920	Fair	46%	50%	100%	5,042	
MAN STEEL.....	1960	14150	D 90	297,098	Fair	46%	50%	100%	68,332	
WAREHOUSE WD....	1960	3900	D 90	132,577	Fair	46%	50%	100%	30,492	
Outbuilding Total									103,866	
Acpt Land		179,200		Accepted Bldg		103,900		Total		283,100

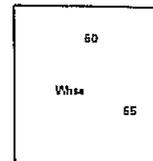
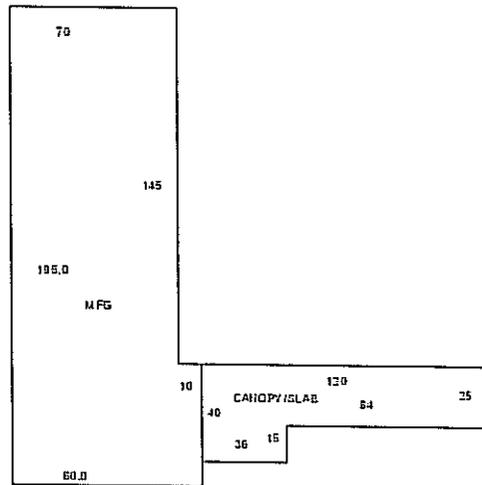
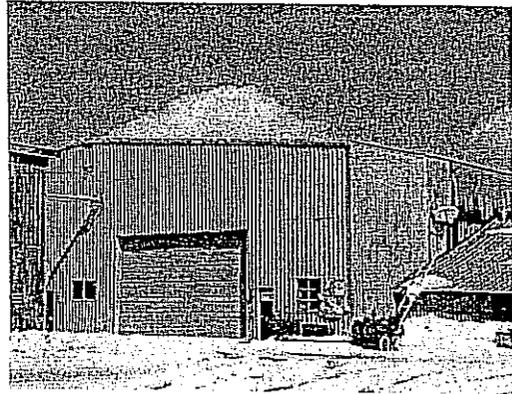
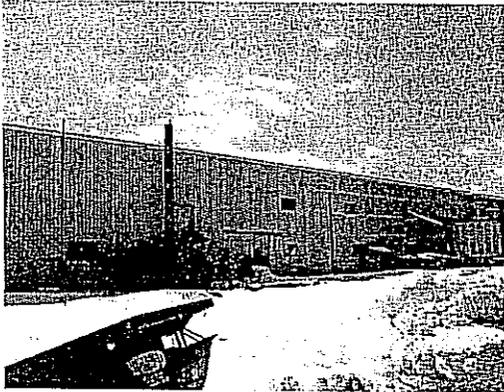
Account: 2284

Map/Lot:

R03-085-C

Location:

519A GARDINER ROAD





NO PARCEL 29,33

R3-85C

PROPERTY MAP
WISCASSET, MAINE

SCALE IN FEET
 0 500 1000



Town of Wiscasset

May 29, 2013

Norman Sherman
47 Fox Run Road
Westport Island, Maine 04578

Dear Mr. Sherman:

The Wiscasset Board of Selectmen are disposing of a tax acquired parcel which abuts your property. The Board is offering the parcel to all abutters, before placing the bid out to the general public. The property information is listed below:

Address:	Bath Road, Wiscasset
Previous Owner:	Sommelier Holdings, LLC
Map and Lot:	U15A – 7-C
Acreage:	1.42
Assessed Value:	\$115,800
Building:	No

The outstanding taxes owed on the property are approximately \$8,000, and the Town would be seeking at least a minimum bid in this amount. If you are interested in bidding on this property, please submit a sealed bid, addressed to the Town Manager and marked "Bid on U15-7C" by June 17th, 2013. The Selectmen will review the bids at their regular meeting on June 18th.

Sincerely,

Laurie A. Smith
Town Manager



Town of Wiscasset

7

May 29, 2013

Ethel Bell
535 Bath Road
Wiscasset, Maine 04578

Dear Ms. Bell:

The Wiscasset Board of Selectmen are disposing of a tax acquired parcel which abuts your property. The Board is offering the parcel to all abutters, before placing the bid out to the general public. The property information is listed below:

Address:	Bath Road, Wiscasset
Previous Owner:	Sommelier Holdings, LLC
Map and Lot:	U15A – 7-C
Acreage:	1.42
Assessed Value:	\$115,800
Building:	No

The outstanding taxes owed on the property are approximately \$8,000, and the Town would be seeking at least a minimum bid in this amount. If you are interested in bidding on this property, please submit a sealed bid, addressed to the Town Manager and marked "Bid on U15-7C" by June 17th, 2013. The Selectmen will review the bids at their regular meeting on June 18th.

Sincerely,

Laurie A. Smith
Town Manager



Town of Wiscasset

May 29, 2013

Lady Marion's Trust
8 Englebrekt Road
Edgecomb, Maine 04556

Dear Sir or Madam:

The Wiscasset Board of Selectmen are disposing of a tax acquired parcel which abuts your property. The Board is offering the parcel to all abutters, before placing the bid out to the general public. The property information is listed below:

Address:	Bath Road, Wiscasset
Previous Owner:	Sommelier Holdings, LLC
Map and Lot:	U15A – 7-C
Acreage:	1.42
Assessed Value:	\$115,800
Building:	No

The outstanding taxes owed on the property are approximately \$8,000, and the Town would be seeking at least a minimum bid in this amount. If you are interested in bidding on this property, please submit a sealed bid, addressed to the Town Manager and marked "Bid on U15-7C" by June 17th, 2013. The Selectmen will review the bids at their regular meeting on June 18th.

Sincerely,

Laurie A. Smith
Town Manager



Town of Wiscasset

May 29, 2013

Jonathan and Cynthia Flavin
16 Hickory Drive
Wiscasset, Maine

Dear Mr. and Mrs. Flavin:

The Wiscasset Board of Selectmen are disposing of a tax acquired parcel which abuts your property. The Board is offering the parcel to all abutters, before placing the bid out to the general public. The property information is listed below:

Address:	Bath Road, Wiscasset
Previous Owner:	Sommelièr Holdings, LLC
Map and Lot:	U15A – 7-C
Acreage:	1.42
Assessed Value:	\$115,800
Building:	No

The outstanding taxes owed on the property are approximately \$8,000, and the Town would be seeking at least a minimum bid in this amount. If you are interested in bidding on this property, please submit a sealed bid, addressed to the Town Manager and marked "Bid on U15-7C" by June 17th, 2013. The Selectmen will review the bids at their regular meeting on June 18th.

Sincerely,

Laurie A. Smith
Town Manager

Town of WISCASSET
Tax Information Sheet
As of: 04/30/2013

9a.

Account: 2543 **Name:** SOMMELIER HOLDINGS, LLC

Location: BATH ROAD

Map and Lot: U15A-007-C **Sale Date:** 08/03/2009

Deed Reference: B4227P213 11/30/2009 **Sale Price:** \$20,000

Land:	115,800	Total Acres:	1.42
Building:	0	Tree Growth:	Soft : 0 Mixed : 0 Hard : 0
Exempt	0	Farmland:	
Total:	<u>115,800</u>	Open Space:	
		Zoning:	19 - COMMERCIAL
		SFLA:	0

	Amount	Mill Rate
Last Billed : 2012-1	1,841.22	15.90
Previous Billed : 2011-1	1,754.37	15.15

Outstanding Taxes

Year	Per Diem	Principal	Interest	Costs	Total
2012-1	0.3531	1,841.22	33.55	0.00	1,874.77
2011-1	0.3365	1,754.37	154.43	50.50	1,959.30
2010-1	0.3287	1,713.84	272.81	49.09	2,035.74
2009-1	0.3209	1,673.31	383.17	52.13	2,108.61
	<u>1.3392</u>	<u>6,982.74</u>	<u>843.96</u>	<u>151.72</u>	<u>7,978.42</u>
2012-1 Period Due					
	10/26/2012	920.61	33.55	0.00	954.16
	04/26/2013	920.61			<u>920.61</u>
					<u>1,874.77</u>

Information Given By: _____
Title: _____ 04/30/2013

All calculations are as of: 04/30/2013

WISCASSET

Valuation Report

05/02/2013

Name: SOMMELIER HOLDINGS, LLC

Page 1

Account: 2543 Card: 1 of 1

Map/Lot:

U15A-007-C

Location:

BATHROAD

Neighborhood	U.S. RTE 1			Sale Data
Zoning/Use	COMMERCIAL		Sale Date	08/03/2009
Topography	Rolling		Sale Price	20,000
Utilities	NoWater/NoSewer		Sale Type	Land Only
Street	Paved		Financing	Unknown
			Verified	Buyer
			Validity	Related Parties

Reference 1 B4227P0213

Reference 2 U-15A-007-C

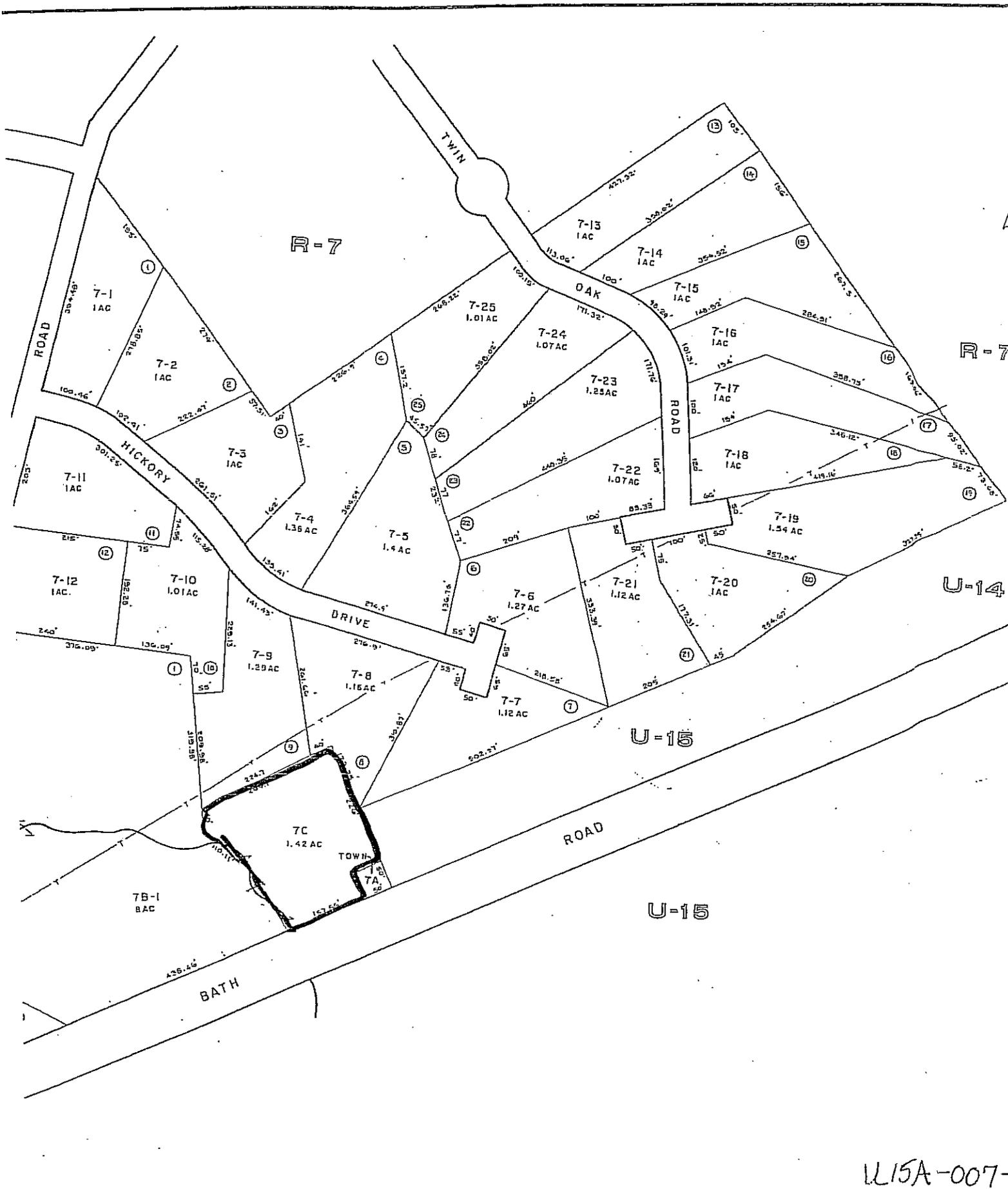
Tran/Land/Bldg 0 2 15

FARM LAND 0 OPEN SPACE 0

Exemption(s) Land Schedule 1

Land Description						
Units	Method - Description	Price/Unit	Total	Fctr	Influence	Value
1.00	Acres-Base Commercial	135,000	135,000	70%	Topography	94,500
1.00	Acres-Commercial Size Adj	15,000.00	15,000	100%		15,000
0.42	Acres-Commercial 1-20	15,000.00	6,300	100%		6,300
Total Acres 1.42					Land Total	115,800

Acpt Land	115,800	Accepted Bldg	0	Total	115,800
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W15A-007-

LEGEND
 ADJACENT SHEET NO.
 COMMON OWNERSHIP

12
 10A

PROPERTY MAP

WISCASSET, MAINE

SCALE IN
 0 10

June 7, 2013
W-P Project No. 11370F

Ms. Laurie Smith
Town Manager
Town of Wiscasset
51 Bath Road
Wiscasset, Maine 04578

Subject: Proposal for Professional Services associated with the Montsweag Dam

Dear Laurie:

We appreciate this opportunity to provide you with this proposal for professional services associated with conducting an engineering inspection of the Montsweag Dam. As a follow-up to our recent discussions, we offer the following proposal:

Proposed Scope of Services

Based on our understanding of your needs, familiarity with the facility and past experience with similar situations, we propose the following scope of services.

- Review readily available mapping and other information pertaining to the Dam;
- Conduct a site visit to the Dam and obtain measurements and photographs to document the facility and its condition;
- Visually review the condition and functionality of the facility;
- Develop recommendations with respect to and identified improvements that may be deemed appropriate based on the Dam's condition;
- Provide a planning level cost estimate associated with any recommendations;
- Develop a written letter report outlining findings and recommendations and submit draft copy for Town review;
- Address Town comments and finalize the letter report;
- Provide the Town with four (4) copies of the letter report, with attachments.

Note that no formal testing regimen (soil borings, concrete cores, etc.) is proposed as a part of this scope of services.

Ms. Laurie Smith, Town Manager
June 7, 2013
Page 2



Recommended Budget

We propose to provide the Scope of Services as described above for a not-to-exceed budget of \$600.

We look forward to the opportunity to assist you with this project. Please do not hesitate to call in the event you have any questions or require additional information.

Very truly yours,

WRIGHT-PIERCE

A handwritten signature in black ink, appearing to read "T. Pryor".

Travis J. Pryor, RLA / LEED-AP
Project Manager

A handwritten signature in black ink, appearing to read "Jonathan C. Edgerton".

Jonathan C. Edgerton, P.E.
Senior Vice President

June 13, 2013

THIS PAGE MUST BE INCLUDED WITH ANY ALTERNATE PROPOSAL(S) NOTED CLEARLY

Town of Wiscasset, Maine NOTICE INVITING BIDS

The Town of Wiscasset is inviting bids for the purchase of one (2) zero turn mowers. Sealed bids will be received until **3:00 p.m., TUESDAY, June 18, 2013**, at the Town office, 51 Bath Road, Wiscasset, Maine. Bids must be marked **"ZERO TURN MOWERS"**. The Town reserves the right to accept or reject any or all bids, to determine which bids are conforming, and to waive minor defects and irregularities.

Town of Wiscasset

51 Bath Road
Wiscasset, ME 04575

GENERAL SPECIFICATIONS FOR TWO ZERO TURN MOWERS

It is the intent of this invitation for bid to solicit bids for two zero turn mowers as described in the following specifications. Bidders are requested to read the complete bid invitation carefully and submit their proposals in strict accordance with the following requirements.

Any questions regarding this bid invitation, must be submitted to Greg Griffin, Wiscasset Road Commissioner at publicworks@wiscasset.org or by phone at 207-350-2434.

All bids are to be submitted on the attached proposal form, furnished with this bid invitation.

The Town is exempt from State retail tax and federal excise tax. The prices bid must be net, exclusive of taxes.

All bids must be sealed in a package (or envelope), the cover of which identifies the information that it contains, a bid proposal for "ZERO TURN MOWERS", the vendor's name and address and the due date for the bid proposal.

All bids are to be addressed to:

**Town Manager
Town of Wiscasset
51 Bath Road
Wiscasset, Maine 04578**

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GENERAL SPECIFICATIONS

ANTI-COLLUSION STATEMENT: By signing this bid the bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that his bid is in all respects fair and without collusion or fraud. The bidder also agrees that this bid is made without any intentional fraudulent acts committed in an effort to be the successful low bidder.

LIQUIDATED DAMAGES: If the equipment is not delivered within the time limits specified, the delay will interfere with the Town's ability to provide emergency services and will result in loss and damage to the Town. From the nature of the case it would be impractical and extremely difficult to fix the actual damage sustained in the event of any such action. The Town and the awarded vendor, therefore, presume that in the event of any such delay, the amount of damage which will be sustained from delay will be \$100.00 per calendar day, and they agree that in the event of any such delay, the awarded vendor shall pay such amount as Liquidated Damages and not as a Penalty. The Town, at its option, for amounts due the Town as Liquidated Damages, may deduct such from any money payable to the awarded vendor or may bill the awarded vendor as a separate item. The Town shall notify the awarded vendor in writing of any claims for Liquidated Damages pursuant to this paragraph before the date the Town deducts such sums from money payable to the awarded vendor.

SHIPPING DAMAGE: The Town will not accept or pay for damaged goods. The contractor must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination within the Town of Wiscasset. The Town will provide the contractor with written notice when damaged goods are received. The Town may choose to deduct the cost of the damaged goods from the invoice prior to payment. The contractor must file all claims against the carrier(s) for reimbursement of the loss.

INDEMNIFICATION: The contractor shall indemnify, hold harmless, and defend the Town from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the Town for a claim of, or liability for, the independent negligence of the Town. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the Town, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Town", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Town's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

BRAND AND MODEL OFFERED: Specifications may contain certain brand names that may or may not be proprietary. Bidders are encouraged to propose their company's approved alternate to such items and list them accordingly. The Town will **not** disqualify a bid if it offers items not specific but meet minimum requirements to the Town's Bid Specifications.

ANNOTATED LITERATURE: Bidders must annotate their product literature to identify for the Town the location of the supporting information regarding each product specification set out in the bid.

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SUPPORTING INFORMATION: The Town strongly desires that bidders submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made, by the Town that the product offered meets the bid specifications. However, provided a bid meets the requirements for a definite, firm, unqualified, and unconditional offer, the Town reserves the right to request supplemental information from the bidder, after the bids have been opened.

NEW EQUIPMENT: Equipment offered in response to this notice of bid must be new equipment. New equipment means equipment that is currently in production by the manufacturer and is still the latest model, edition or version generally offered. The equipment must be warranted as new by the manufacturer and may not have been used for any purpose, other than display or demonstration, prior to its sale to the Town. The Town will not accept remanufactured, used, or reconditioned equipment. It is the contractor's responsibility to ensure that each piece of equipment delivered to the Town complies with this requirement. A contractor's failure to comply with this requirement will cause the Town to seek remedies under breach of contract. The Equipment offered must have been for sale to the general public for a period of not less than five years, excepting emission systems.

ACCESSORIES: When accessories are supplied, they must be certified to be compatible with the rest of the equipment. Certification will be written evidence satisfactory to the Town that the accessories are compatible. The bidder's failure to supply this evidence within the time required by the Town will cause the Town to consider the bid non-responsive and reject the bid.

INSPECTION: Equipment offered will be subject to inspection and approval by the Town prior to payment. The equipment and attachments must be in good repair and capable of performing the work for which they were designed.

ALTERATIONS: The awarded bidder must obtain the written approval from the Town prior to making any alterations to the agreed upon specifications (post-award) contained in this notice of bid or subsequent Contract. The Town will not pay for alterations that are not approved in advance and in writing by the Town.

DISCONTINUED ITEMS: In the event an item is discontinued by the manufacturer during the life of the contract, another item may be substituted, provided that the Town makes a written determination that it is equal to or better than the discontinued item and provided that it is sold at the same price or less than the discontinued item.

ITEM UPGRADES: The Town reserves the right to accept upgrades to models on the basic contract when the upgrades improve the way the equipment operates or improve the accuracy of the equipment. Such upgraded items must be at the same price as the items in the basic contract.

DELIVERY: Indicate, in the space provided under "Bid Schedule", the time required to make delivery after the receipt of an order.

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METHOD OF AWARD: The Town of Wiscasset reserves the right to accept or reject any or all bids should it be deemed in the best interest of the Town, waive any minor discrepancies or technicalities and the right to inspect the equipment prior to delivery.

EVALUATION CRITERIA: The Town intends to evaluate each bid based on the following specifications. The bid which meets these specifications best will be the lowest, most responsive, responsible bid. Alternate proposals to the specifications listed below should be noted so that the Town may make a fair assessment of the bid. **ALTERNATE SPECIFICATIONS WHICH ARE *CLEARLY STATED* WILL NOT DISQUALIFY A BIDDER.**

INVOICES: Invoices must be sent directly to the Town address shown on the individual Purchase Order, Contract Award or Delivery Order. Payment schedule will be determined with the winning bidder. Questions concerning payment must be addressed to the Town of Wiscasset's Accounts Payable Department.

CONTRACT CANCELLATION: The Town reserves the right to cancel the contract at its convenience by giving written notice to the contractor. The Town is liable only for payment in accordance with the payment provisions of this contract for services or supplies provided before the effective date of termination.

The Town of Wiscasset reserves the right to accept or reject any and all bids when it is deemed in the best interest of the Town.

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SPECIFICATIONS

ZERO TURN MOWERS

I. MOWER 1

Comply
Yes No

- | | | |
|---|-------|-------|
| a. Horsepower Minimum 19 hp | _____ | _____ |
| b. Frame welded tubular 1.5" x 2.5" minimum | _____ | _____ |
| c. Mower deck must have a mulching kit, be full floating and adjustable with anti-scalping wheels, made with minimum 7 gauge steel. | _____ | _____ |
| d. Desk must be 44" | _____ | _____ |
| e. Electric start/electric clutch switch | _____ | _____ |
| f. Blade tip speed 18000 fpm minimum | _____ | _____ |
| g. Manual choke, PTO switch, fuel gauge and hour meter | _____ | _____ |
| h. Change cutting height adjustment right from operator's seat | _____ | _____ |
| i. High back seat with springs or full | _____ | _____ |
| j. Drive system/independent hydro motors for each drive wheel | _____ | _____ |
| k. Fuel capacity 9.4 gallons fuel tank minimum | _____ | _____ |
| l. Speed 8 mph minimum forward 4 mph in reverse | _____ | _____ |
| m. At least 2 year limited commercial Warranty | _____ | _____ |

II. MOWER 2:

- | | | |
|---|-------|-------|
| a. Horsepower Minimum 22 hp | _____ | _____ |
| b. Frame welded tubular 1.5" x 2.5" minimum | _____ | _____ |
| c. Mower deck must have a mulching kit, be full floating and adjustable with anti-scalping wheels, made with minimum 7 gauge steel. | _____ | _____ |
| d. Desk must be 48" | _____ | _____ |
| e. Electric start/electric clutch switch | _____ | _____ |

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- f. Blade tip speed 18000 fpm minimum _____
- g. Manual choke, PTO switch, fuel gauge and hour meter _____
- h. Change cutting height adjustment right from operator's seat _____
- i. High back seat with springs or full _____
- j. Drive system/independent hydro motors for each drive wheel _____
- k. Fuel capacity 9.4 gallons fuel tank minimum _____
- l. Speed 10 mph minimum forward 4 mph in reverse _____
- m. At least 2 year limited commercial Warranty _____

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BID FORM

TOTAL COST FOR MOWER 1: \$ _____

Make / Model _____

DELIVERY TIME AFTER RECEIPT OF ORDER: _____

TOTAL COST FOR MOWER 2: \$ _____

Make / Model _____

DELIVERY TIME AFTER RECEIPT OF ORDER: _____

>>> NOTE: Bid must bear the handwritten signature of a duly authorized Member or employee of the organization making the bid.

SIGNED: _____ DATE: _____

COMPANY: _____
Corporation, Firm, or Company

ADDRESS: _____
Street/PO Box

City _____ State _____ ZIP _____

TELEPHONE:(_____) _____ FAX:(_____) _____

EMAIL: _____

June 11, 2013

Town of Wiscasset:

Currently there is a new home being built on our property (currently 518 Lowelltown Road) and for 911 purposes and to conform to the Town of Wiscasset Ordinances we have to name our driveway. The name of the driveway will be Duck Pond Way.

Sincerely,

Carroll R Colby

Judith R Colby

Debra A Buckley



Town of Wiscasset

Memorandum

To: Board of Selectmen
Fr: Town Manager
Re: Ethel Barnet Background
Dt: June 13, 2013

Ethel Barnett Trustee, 25 Middle Street, Land and Building, owes about \$24,000 in back taxes. The Selectmen have discussed the potential for using the lot as a parking lot. The Town would need to perform a demolition impact survey on the building in order to determine the amount of asbestos within the building. The survey is estimated at about \$1,500. Any demolition would need to first address the asbestos within the building. My discussions with contractors have ranged demolition costs from \$15,000 to \$20,000. It is estimated that we could gain between 10 and 12 parking spaces in the lot. I also wanted to let you know that a neighbor is interested in the property and would be willing to purchase a portion of the lot. I have also heard from a local realtor that another party may also be interested.