

WISCASSET BOARD OF SELECTMEN,  
BOARD OF ASSESSORS AND OVERSEERS OF THE POOR  
NOVEMBER 4, 2014

Preliminary Minutes

Present: Bill Barnes, Chair Pam Dunning, Vice Chair Ben Rines, Jr., Jeff Slack and Town Manager Marian Anderson

Absent: Tim Merry

1. Call to Order

Chair Pam Dunning called the meeting to order at 7 p.m.

2. Pledge of Allegiance

3. Approval of Treasurer's Warrant: October 21, and November 4, 2014

Jeff Slack moved to approve the Treasurer's Warrants of October 21 and November 4, 2014. Vote 4-0-0.

4. Approval of Minutes of October 21, 2014

Ben Rines, Jr. moved to approve the minutes of October 21 as amended. Vote 4-0-0. Ben Rines, Jr. moved to approve the minutes of October 7, 2014 as originally presented. Vote 4-0-0.

Ben Rines noted that according to the minutes no public hearing was held for the General Assistance Ordinance at the previous meeting and also that the location of the school petition vote was not designated. Both items will be on the next agenda.

5. Special Presentations or Awards

A. Recognition of the donation by Wiscasset resident John Hewitt of an oil painting, "Daybreak at Wiscasset." The painting of the Hester and Luther Little is hanging outside the selectmen's office. A letter of appreciation will be sent.

6. Public Hearing

A. Morton Street parking restrictions: The public hearing was opened at 7:10 p.m. Grace Garland, 2 Morton Street and Laurie and George Stetson, 6 Morton Street, asked that "No Parking" signs be erected on Morton Street. George Stetson said that Morton Street was a right-of-way for the two homes on the street. The road is narrow (18 feet) and parking on the street blocks residents from backing out of their driveways, and hinders snow plowing and emergency vehicle access. Sometime in the past, the school had connected its driveway to Morton Street to allow school staff and visitors to use Morton Street to access parking at the rear of the school. The residents asked that the road be closed to the general public.

Police chief Troy Cline recommended that parking on both sides of the road be prohibited.

Richard Barnard, a resident of Morton Street, asked if the town would plow the road if access to the road was limited. Town Manager Marian Anderson said the town has a prescriptive right to the road, as it has spent tax dollars on maintaining the road since the 1970s. Posting "No Parking" signs will not have any effect on plowing or maintenance of the road.

The public hearing was closed at 7:38 p.m. **Ben Rines, Jr., moved to prohibit all parking on Morton Street. Vote 4-0-0.**

#### 7. Appointments – none

#### 8. Public Comment

Cliff Hendricks inquired about removal of the docks at the recreational pier and was advised that they would be removed by the end of the month as soon as the diggers were finished. Hendricks said some of the boards were rotted and should be taken care of.

Steve Mehri reminded the board that several weeks ago he had recommended that the town hire a consultant who might view the town differently as far as economic development was concerned and could be paid for with money not being used for the unfilled planner position. He also said he had not received the H. M. Payson reports.

#### 9. Department Head or Committee Chair Report

A. Review of Department Head September Monthly Reports: Ben Rines, Jr., noted that the airport manager reported he will be resigning his position. Police Chief Troy Cline said he had issued tickets to drivers of 18-wheelers on Federal Street, enforcing a state law, which he believes will be a deterrent to other truckers attempting to use Federal Street.

#### 10. Unfinished Business

A. Code Enforcement Home Occupation Permit: The CEO had requested approval by the selectmen of a \$25 one-time fee for a home occupation permit. Steve Mehri asked under what ordinance the CEO could charge a fee for a home occupation permit. **Ben Rines, Jr., moved to postpone discussion for two weeks and invite the CEO to the next meeting. Vote 4-0-0.**

B. Spirit of America nominee consideration: **Ben Rines, Jr. moved that the American Legion, Post 54, be nominated for their installation of flags in Wiscasset. Vote 4-0-0.**

C. Review of sales ratio analysis report (July/August): The report listed the selling price of properties as well as the assessed value; in most cases the assessed value exceeded 110% of the selling price. Steve Mehri said overvaluation as indicated by the report had been going on for years. Cliff Hendricks said the problem should be fixed as soon as possible. Ben Rines, Jr., asked that the assessor's agent be invited to a meeting in December to discuss the revaluation process, the time frame and staff availability.

D. Consider extension of Tim Dunham Realty listing for tax acquired property on Route 1 (Map U-17, Lot 4B): Bill Barnes moved to authorize the town manager to sign the extension to Tim Dunham's' contract for the sale of the Bath Road property. Vote 4-0-0.

E. Small Business Saturday Proclamation: Jeff Slack moved to sign the proclamation in support of small businesses and merchants on Small Business Saturday, November 29, 2014, and throughout the year. Vote 4-0-0.

F. Approval to operate Beano/Bingo and Games of Chance at Huntoon Hill Grange: Jeff Slack moved to approve the request. Vote 4-0-0.

G. Voting kiosks: Ben Rines, Jr., said he was appalled at the new voting kiosks and asked why the booths with curtains were not being used. The Town Clerk will be asked to address the change.

## 12. Town Manager's Report

A. Correspondence - Gretchen Burleigh-Johnson, Help Yourself Food Pantry; Scott Hamann, Good Shepherd Food Bank's Cupboard Collective: Letters of appreciation had been received from the two organizations for the town's donation toward delivery costs of supplies for the food pantry.

## 13. Adjournment

Jeff Slack moved to adjourn the meeting at 8:26 p.m. Vote 4-0-0.

**November 14, 2014 Abatement Meeting  
7:00 p.m.**

(Listed by Map & Lot)

**1. John E. & Mary B. Wagner (R-01-030, Acct. #105)**

This property was entered into tree growth in error. A supplemental tax bill has been issued in the amount of \$61,000 in valuation with a total due of \$1,037.00.

I recommend an abatement valued at \$2,600, resulting in a refund of \$44.20 be granted.

**2. Pauline Dalton (R07-015, Acct. #915)**

The enclosed frame porch and deck were removed.

I recommend an abatement valued at \$9,500, resulting in a refund of \$161.50 be granted.

**3. Robert F. Soule (R07-093, Acct. #1062)**

The acreage on his lots is listed incorrectly.

I recommend an abatement valued at \$9,300, resulting in a refund of \$158.10 be granted.

**4. Lisa C. Michaud (U21-017-A, Acct. #1850)**

The main house is still not complete and is not livable at this time. The property will need to be checked again April 1, 2015.

I recommend an abatement valued at \$53,800, resulting in a refund of \$914.60 be granted.

**5. Irving Oil Marketing, Inc. (Personal Property Acct. #103)**

Personal property has been removed from the site.

I recommend an abatement valued at \$4,000, resulting in a refund of \$68.00 be granted.

**6. CIT Group, Inc., Subsidiaries (Personal Property Acct. #142)**

Personal property asset was disposed of.

I recommend an abatement valued at \$6,600, resulting in a refund of \$112.20 be granted.

**7. Mark A. Holmes (Personal Property, Acct. #251)**

This is a Tax Collector abatement to write off the balance due as it is uncollectable,

I recommend an abatement valued at \$5,732.93 be granted.

November 7, 2014

Marian Anderson  
Town Manager  
51 Bath Road  
Wiscasset, ME 04578

RE: retirement

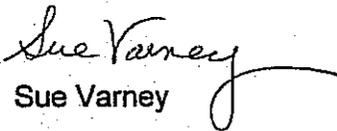
Dear Marian and members of the Board of Selectmen:

It is with mixed emotion and excitement for my future endeavors that I submit my retirement letter from employment with the Town of Wiscasset, with a termination date of December 19, 2014. Being employed by the Town for almost 37 years has been a big part of my life, my family's life, and I will miss many stages of it, but it is time for me to spend more time with family, travel more and start new adventures.

As part of my retirement I request all accrued vacation and sick hours be paid to me in a final check January 2, 2015.

I have truly enjoyed the opportunity to serve the Citizens of Wiscasset all these years and wish you all the best.

Sincerely yours,

  
Sue Varney

Rec'd  
11/10/14  
ms

# Wiscasset Town Warrant

## STATE OF MAINE

To Michael F. Emmons, Chief of Police, of the Town of Wiscasset in the County of Lincoln.

### GREETINGS.

In the name of the State of Maine you are hereby required to notify and warn the voters of the Town of Wiscasset, in said County, qualified by law to vote in town affairs, to meet at the Municipal Building on U.S. Route #1 in said town on Friday, the twenty-fourth day of March AD, 2000 at 10:00 o'clock in the forenoon then and there to act on Articles 1, 2, 3, and 4.

And to notify and warn said voters to meet at the Wiscasset High School Gymnasium on Gardner Road in said town on Saturday the twenty-fifth day of March AD, 2000 at 9:00 o'clock in the forenoon then and there to act on articles numbered five through thirty-eight all of said articles set forth to wit:

**Article 1.** To choose a Moderator to preside at said meeting.

**Article 2.** To elect all necessary Town Officers by secret ballot.

**Article 3.** To vote on the Sewer Ordinance by secret ballot.

**Article 4.** To vote on establishing a Charter Commission by secret ballot.

The polls for voting on Articles 1, 2, 3, and 4 will be open at 10:00 a.m. and will close at 8:00 p.m.

**Article 5.** To see if the town will authorize the Selectmen on behalf of the town to sell and dispose of any real estate acquired by the town for nonpayment of taxes thereon, on such terms as they deem advisable, and to execute quit claim deeds for such property.

### Town of Wiscasset

**Article 6.** To see if the town will vote to allow an abatement of 1/2 of one percent on taxes paid within 30 days from commitment of the tax list to the Collector.

**Article 7.** To see if the town will vote to fix a date when taxes shall be due and payable and to see if the town will vote to fix a rate of interest to be charged after such date.

Selectmen recommend that a rate of .00833 per month or part thereof be charged after such date. (10% per year.) Selectmen recommend October 31, 2000 as due date.

**Article 8.** To see if the town will vote to authorize the Selectmen to expend funds from appropriations in cooperation with the agencies of the Federal Government, providing such expenditures are for the purposes the appropriations were made, and to authorize the Selectmen to expend funds received from Federal, State, County and other sources for the purposes of the account to which the funds are credited.

**Article 9.** To see if the town will vote to authorize the municipal officers to spend an amount not to exceed 3/12 of the budgeted amount in each budget category of the annual budget during the period from January 1, 2001 to the March annual town meeting.

**Article 10.** To see what sum, if any, the town will vote to raise or appropriate for Town Officers Salaries:

Position	Selectmen recommend	Budget Committee recommends
First Selectman	35,000.00	35,000.00
Second Selectman	7,500.00	7,500.00
Third Selectman	7,500.00	7,500.00
Treasurer	30,520.00	30,520.00
Tax Collector	8,960.00	5,000.00
Town Clerk	10,860.00	10,860.00
Sign Control	2,200.00	2,200.00
Road Commissioner	40,520.00	40,520.00
Registrar of Voters	1,900.00	1,900.00
Fire Chief	6,150.00	6,150.00

5000



P.O. BOX 322  
HALLOWELL, ME 04347

(207) 623-9285  
1-800-621-9285  
Fax (207) 621-8683

Fireworks Display Agreement between Central Maine Pyrotechnics and  
Town of Wiscasset Fourth of July Celebration  
Municipality, Organization, Committee or Sponsor

(hereinafter called SECOND PARTY)

The FIRST PARTY agrees to furnish to the SECOND PARTY fireworks displays of good quality and fired by experienced licensed operators in accordance with the program submitted to the SECOND PARTY, which program the SECOND PARTY has accepted and approved.

The SECOND PARTY agrees to procure and furnish a suitable place to display said fireworks and agrees to furnish Police Protection for proper crowd control. The SECOND PARTY agrees to supply lumber for ground displays. (Specify) N/A  
only if ground displays are used in fireworks show.

It is understood and agreed by the parties that in the event the fireworks have been taken out and set up before the rain and with good weather prevailing, then such exhibitions of fireworks must be carried out in the best possible manner without any deductions whatever from the hereinafter named compensation.

The FIRST PARTY shall carry adequate comprehensive personal injury and property damage liability insurance.

The FIRST PARTY shall in no event be considered an agent for or a partner with the SECOND PARTY but shall at all times be considered to be an independent contractor.

The display(s) shall be held at 83 Federal Street In lower ballfield of Middle School  
being the place designated by the SECOND PARTY on July 4 20 15  
and in the event of inclement weather which prevents the execution of the display, then the display(s) shall be executed on the next clear night unless otherwise agreed by both parties.

The SECOND PARTY agrees to pay the FIRST PARTY the sum of \$ 8,000.00 Contingent on Town Mtg Approval  
for the fireworks display(s) as set forth above. *(Signature)*

All payments shall be made by DRAFT or Certified Check payable to the FIRST PARTY.

Neither Party shall be liable for any breach of this agreement occasioned by any acts of God, strikes, or other causes beyond the control of either party.

This agreement shall insure to the benefit of and be binding upon the Parties hereto and their successors and assigns.

Witness our hands and seals: By *Steven H. Marson* FIRST PARTY  
Steven H. Marson President Title  
Authorized Representative Date 10-24-2014

Rain Date: July 5, 2015 By \_\_\_\_\_ SECOND PARTY  
Authorized Representative Title Date

51 Bath Road Wiscasset, Maine 04578 882-8200  
Address and Telephone No.



**Department of Public Safety  
STATE FIRE MARSHAL'S OFFICE**

52 State House Station  
Augusta, ME 04333-0164

Tel. (207) 626-3880

FAX: (207) 287-6251



**APPLICATION FOR OUTDOOR FIREWORKS DISPLAY**

**APPLICANT MUST FILL OUT ALL REQUIRED INFORMATION BELOW**

NAME OF SPONSOR: Town of Wiscasset July 4th Celebration TEL: 882-8200  
 MAILING ADDRESS: 51 Bath Road  
 TOWN: Wiscasset ZIP: 04578

COMPANY ISSUING LIABILITY INSURANCE: \_\_\_\_\_ (Signature and title of Sponsor)

- |                      |                                 |                      |                         |
|----------------------|---------------------------------|----------------------|-------------------------|
| 1. Covering Storage: | _____                           | _____                | _____                   |
|                      | (name)                          | (Certificate #)      | (limits)                |
| 2. Covering Display: | <u>T.H.E. Insurance Company</u> | <u>CPP0100495-00</u> | <u>\$ 10,000,000.00</u> |
|                      | (name)                          | (Certificate #)      | (limits)                |

**LICENSED TECHNICIAN INFORMATION**

NAME OF LICENSED TECHNICIAN FOR DISPLAY: Gino Valeriani LICENSE #: 2899  
 TELEPHONE NUMBER: 333-8476  
 MAILING ADDRESS: P.O. Box 122 ENDORSEMENTS: Outside Display  
 TOWN: Hebron ZIP: 04238

**DISPLAY SITE INFORMATION**

TOWN: Wiscasset COUNTY: Lincoln  
 SPECIFIC LOCATION: on Lower Ballfield of Wiscasset Middle School 83 Federal Street  
 DIRECTIONS: \_\_\_\_\_

CONTACT PERSON WHO KNOWS WHERE THE FIRING POINT WILL BE: Steven Marson 623-9285

TELEPHONE NUMBERS: \_\_\_\_\_

THE APPLICATION SHALL BE ACCOMPANIED BY AN ACCURATE AND DETAILED SITE DIAGRAM.

THE DIAGRAM SHALL CONTAIN THE FOLLOWING:

1. DIAGRAM OF THE DISCHARGE SITE.
2. DIAGRAM OF THE SPECTATOR VIEWING AREA.
3. DIAGRAM OF THE FALLOUT AREA.
4. DIAGRAM SHOWING ALL BUILDINGS IN THE AREA.
5. DIAGRAM SHALL ACCURATELY SHOW DISTANCES TO ALL AREAS INVOLVED.

**DISPLAY INFORMATION**

NAME OF PROPERTY OWNER: <u>Town of Wiscasset</u>	SIGNATURE OF PROPERTY OWNER: _____
DATE OF DISPLAY: <u>July 4, 2015</u>	RAIN DATE: <u>July 5, 2015</u> <small>(ENTER SPECIFIC RAIN DATE:)</small>
TIME OF DISPLAY: <u>9:00 p.m.</u>	THIS SHOW IS PRIVATE <input type="checkbox"/> PUBLIC <input checked="" type="checkbox"/>
CITY/TOWN: <u>Wiscasset</u> COUNTY: <u>Lincoln</u>	NAME AND ADDRESS OF PERSON FURNISHING DISPLAY:
LARGEST SHELL SIZE TO BE FIRED: <u>4 Inch</u>	<u>Central Maine Pyrotechnics</u>
NO. OF AERIAL SHELLS: <u>1500</u>	<u>PO Box 322</u>
NO. OF GROUND PIECES: <u>n/a</u>	<u>Hallowell, Maine 04347</u>
NOTES IF ANY:	<u>(207) 623-9285</u>

**↓ DEPARTMENT OF PUBLIC SAFETY USE ONLY ↓**

APPLICATION REC'D:	SENT TO INSPECTOR:	APPROVED BY:	PERMIT # ISSUED:	CERTIFICATE #:	Date received by Inspector/Investigator:
\$141.00 FEE REC'D	DATE:	DATE:	DATE:	CHECKED BY:	OK TO ISSUE: <input type="checkbox"/>
					FAILED INSPECTION: <input type="checkbox"/>

## HM Payson Monthly Statement of Wiscasset Accounts

Account Name	Balance as of 9/30/14	Balance as of 10/31/14
Town of Wiscasset Endowment Fund	\$ 2,942,434.64	\$ 2,886,437.96
Montsweag Darn Reserve Fund	\$ 117,749.54	\$ 118,976.67
Cemetery Trust Fund	\$ 1,780,733.73	\$ 1,711,852.83
General John French Scholarship	\$ 48,010.71	\$ 48,511.05
Jackson Cemetery Fund	\$ 21,867.28	\$ 22,095.17
Larabee Band Fund	\$ 574,385.23	\$ 580,371.20
Haggett Scholarship Fund	\$ 11,424.88	\$ 11,543.94
Mary Bailey Fund	\$ 324,694.92	\$ 328,078.74
Seth Wingren Fund	\$ 22,154.40	\$ 22,385.28
Wiscasset Community Center Endowment Fund	\$ 2,294.67	\$ 2,318.59
Cooper-DiPerrri Schlorship Fund	\$ 45,955.33	\$ 46,434.25
Recreation Scholarship	\$ 592.96	\$ 599.14
Town of Wiscasset Reserve	\$ 12,201,664.88	\$ 11,836,009.07
Town of Wiscasset Capital Reserve	\$ 3,220,116.72	\$ 3,201,298.89
Town of Wiscasset Construction Reserve	\$ 2,373,556.87	\$ 2,317,819.71
Town of Wiscasset Equipment Reserver	\$ 3,655,217.92	\$ 3,559,415.38
Town of Wiscasset Furnace Replacement Reserve	\$ 264,525.07	\$ 266,997.57
Town of Wiscasset Major Repairs Reserve	\$ 366,336.44	\$ 359,667.08
Town of Wiscasset Recreation Building Reserve	\$ 1,606,604.46	\$ 1,470,223.25
Town of Wiscasset Retirement Health Insurance Reserve	\$ 400,568.13	\$ 387,340.04
Town of Wiscasset Roof Repair Reserve	\$ 282,910.09	\$ 245,180.55
Town of Wiscasset Sale of Cemetery Lots Reserve	\$ 66,354.23	\$ 66,974.44
Town of Wiscasset Highway Department Capital Reserve	\$ 1,709.97	\$ 1,725.95
Town of Wiscasset Fire Department Vehicle Capital Reserve	\$ 2,279.97	\$ 2,301.29
<b>Total</b>	<b>\$ 30,334,143.04</b>	<b>\$ 29,494,558.04</b>

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TO: Marian Anderson - Town Manager      DATE: October 21, 2014  
Todd Souza - Director, Parks &  
Recreation Department

FROM: Cathy Michaud      PROJECT NO.: 11370I

SUBJECT: Recreation Center Building Roof  
Wiscasset, Maine

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### **INTRODUCTION**

The Town of Wiscasset retained Wright-Pierce to conduct an inspection of the existing Recreation Center building roofs. The Town's Recreation Center staff, represented by Todd Souza and Robert MacDonald, indicated that there have been problems with the roof leaking in various areas; the Town is particularly concerned with the flat roof areas with PVC roofing.

On October 7, 2014, Wright-Pierce, represented by Cathy Michaud and Travis Pryor, conducted an inspection of the roofs at the Recreation Center building. Our findings and recommendations are presented below.

### **BACKGROUND**

The Building was originally constructed in the late 1990's. The roof consists of a Genflex PVC roofing system at the flat (low slope) roofs and shingled at pitched roof segments. Approximately 9 years after completion, repairs to the PVC roof were needed. The staff indicated there have been 10-11 warranty claims resulting in over 200 repairs. This is consistent of PVC membranes of this era, which were typically non-reinforced and have been known to perform poorly. The recent warranty items were addressed by D.H. Pinette and Sons. The last repairs were done in March of 2014 and no leaks have been reported since.

### **OBSERVATIONS**

The following observations were made by Wright-Pierce during the site visit.

#### Pool Side:

- The roof slopes at 1/8" per foot and does not appear to adequately drain all the water to the roof drains. A large pool of standing water was present to the east of the drains.
- A segment of roof area approximately 15ft wide by 80ft long adjacent to the access hatch has been patched at many of the fasteners, where they have ruptured through the membrane.
- The membrane is loose and wrinkled in many areas.

- Fractures of the membrane are evident at many fasteners. These areas appear to be the primary concern for leaks.
- The roof seams are at 6 feet on center and appear to be in good condition.
- The insulation feels spongy in areas, some areas appear to have curling or lifting of the insulation. This is impeding the drainage and is potentially impacting the thermal performance of the insulation.
- There is a buildup of debris at the mechanical alcove area with some vegetative growth, however it does not appear to have caused damage.

#### Gym Side:

- The roof is approximately 6 feet higher than the pool side roof and appears to be in slightly better condition with far less repairs.
- The staff indicated that snow typically does not accumulate on this roof due to wind.
- Fractures of the membrane are evident at many fasteners.
- The drains on this roof are located closer together with localized depressions. The locations do not match the contract drawings, however, they seem to adequately drain the roof area.
- The roof seams are at 6 feet on center and appear to be in good condition.

#### Shingled Areas:

- The current shingled roof areas are original. There are no reports of leaks at the shingled areas.
- The shingles are standard 3 tab, 25 year shingles that appear to be in good condition.
- The shingled roof areas are not an immediate concern however they will likely reach the end of their useful life expectancy in the next 5-10 years.

## RECOMMENDATIONS

Based on our preliminary observations, we offer the following recommendations:

### Option 1

#### Immediate: Maintenance

- Perform frequent visual inspection of the roof through the winter.
- Keep roof drains clear of debris to allow for maximum drainage of water from the roof.
- Remove snow and ice to reduce potential for leaking.
- Repair any leaks as soon as possible

#### Short Term (6-12 months): Comprehensive flat roof replacement including:

- Full removal of insulation, membrane, flashing and fascia.

Memo to: Marian Anderson and Todd Souza – Town of Wiscasset, ME  
October 21, 2014  
Page 3

- Inspection of the deck and repairs as required.
- New tapered insulation, with possible increase in slope, to improve drainage.
- New EPDM membrane, flashing and fascia

Long Term (5-10 years): Comprehensive pitched roof replacement including:

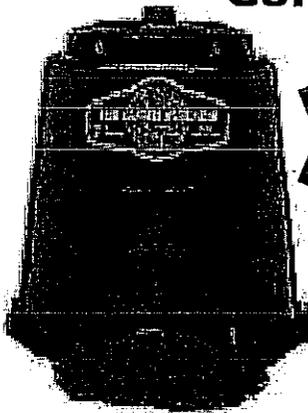
- Replace shingled roofs with new asphalt shingles or metal roofing.

This approach will resolve the problem with leaking and allow for full inspection of the roof deck for any damage not evident at this time. It will eliminate the potential for encapsulating moisture into the roof assembly or concealing damage. It will insure that the thermal performance as well as structural performance of the building is not compromised. Unfortunately this approach would be the most costly. Estimated replacement cost would be between \$240,000 and \$280,000. This number could vary due to the unknown conditions below the existing roof, and potential repairs required once the original roof is removed and the structural deck can be inspected.

#### Option 2 – Reroof over the existing

This approach will likely solve the leaking at a lower cost; however it is unknown at this point if corrosion of the metal deck has occurred or if the roof insulation is saturated from prior roof leaks. Overlaying the existing roof system would not allow the deck to be inspected or repaired if needed. Based on the condition of the existing roof and history of leaks we would not recommend installing a new roof over the existing. Estimated cost for reroof would be approximately \$150,000.

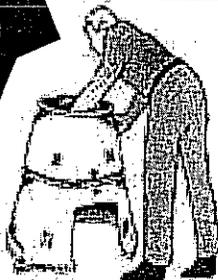
## Urges You to Do Your Part for Earth Day 2014: Compost Your Yard and Food Waste!



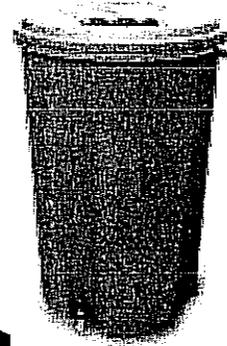
**Only  
\$48.00  
Retail  
Value  
\$100**

### Earth Machine Backyard Compost Bin

Converts grass, leaves and table scraps into an abundant supply of rich garden soil.  
Large 80 gallon capacity  
Easy, snap together assembly  
10 year warranty & Instruction Booklet  
Made of recycled plastic  
Assembled dimensions - 33"x35"



**The Rain Barrel**  
55gal capacity,  
Great rain water  
collection for  
gardening



**Only \$7**

### SURE-CLOSE SCRAP PAIL

Attractive, easy to use, Hinged lid snaps securely to pail, 2 gallon capacity accommodates plates for "mess free" scraping!

**Just  
\$17**

### THE WINGDIGGER

Use this handy tool to turn your compost periodically.



The REOTEMP Backyard Compost Thermometer with a 20" stem is designed for monitoring interior temperatures in a backyard sized compost bin. Range 0 to 200 F

**Just  
\$20.00**

**Pick Up Your Ordered Items at:**  
Waldoboro Town Office  
1600 Atlantic Hwy Waldoboro, Maine  
Tuesday, May 27, 2014 from 9am - 4pm

**Return the coupon below before May 3, 2014. All Sales Final**

### HERE'S HOW TO GET STARTED!

1. Clip & fill out this Order Form.
2. Mail it in with your check or money order.
3. Pick up your ordered items.

**For more information call:  
Liam at Town Hall Tel 832-5369**

Item	Quantity	Unit Price	Subtotals
Compost Bin		\$48.00	
Sure-Close		\$7.00	
Wingdigger		\$17.00	
Rain Barrel		\$65.00	
Thermometer		\$20.00	
<b>TOTAL DUE</b>			

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ email address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Make checks payable to: MRRA (Maine Resource Recovery Association) **ORDER FORM**

Mail to: **Town of Waldoboro, Attn Liam, PO Box J, Waldoboro, ME 04572**



**MEETING NOTICE**

The Wiscasset Board of Selectmen, Board of Assessors & Overseers of the Poor will meet  
 Tuesday, November 18 at **7:00 p.m.** in the Municipal Meeting Room.

**AGENDA****7:00**

1. Call the meeting to order.
2. Pledge of Allegiance.
3. Approval of Minutes:
  - a. November 4, 2014
4. Approval of Treasurer's Warrants
  - a. Payroll Warrants: Oct. 31, 2014; Nov. 14, 2014; and Nov. 21, 2014
  - b. Accounts Payable: Nov. 18
5. Approval of Abatements
6. Special Presentations or Awards.
  - a. Retirement of Sue Varney
7. Public Hearing:
8. Appointments.
9. Public Comment on Non-Agenda Items:
  - a. At each regular Selectmen meeting, there will be time devoted to any resident, taxpayer, or, in the case of an organization, an authorized representative of a resident or taxpayer of the Town of Wiscasset to address the Selectmen regarding any item that is not on the agenda for that meeting. Comments will be limited to five minutes per person. There will be a 30-minute maximum for this section.
10. Department Head or Committee Chair Report:
  - a. Town Clerk: December 9<sup>th</sup> Election location reconsideration  
 Discussion on new election booths

November 29, 2001

William McIntire  
575 Birch Point Road  
Wiscasset, ME 04578

Dear Bill:

This is the response we received from our Town Attorney regarding your question as to whether or not the easement you signed entitles you to free use of the sewer system. If you should have any further questions please feel free to contact me.

Sincerely,

Ben L. Rines, Jr.  
Chairman  
Board of Selectmen

BLR/smv

Enclosure

SNYDER & JUMPER  
ATTORNEYS AT LAW  
THE MACURDA HOUSE  
WISCASSET, MAINE 04578-0399

ERVIN D. SNYDER  
DENNIS J. JUMPER  
DARRELL S. NICHOLS

207-882-5500  
207-882-7462

July 13, 1990

Mr. Thomas Eaton, P.E.  
Town Engineer  
Town Office  
Wiscasset, Maine 04578

Re: McIntire easement

Dear Tom:

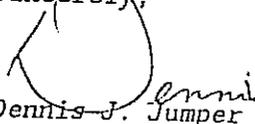
Enclosed is an amended easement deed pertaining to the McIntire property which hopefully incorporates the various changes which you and I, and then Chip Griffin and I, discussed together. I call your attention to the following changes:

1. In the granting clause (first paragraph) Mrs. McIntire's middle initial has been inserted, the \$1,500.00 consideration is stated, and the warranty language has been changed to quit-claim language.
2. The first paragraph after the Parcel I description: A hold-harmless/indemnification sentence has been inserted, and a landscaping/shrubbery clause added.
3. The second paragraph after the Parcel I description: This is completely new and clarifies that Mr. and Mrs. McIntire not only can use any roadway which the Town constructs, but can extend it as well. Obviously, any extension could not interfere with the Town's use of the land for pumping station purposes as this would effectively undo the Town's easement.
4. The first paragraph after the Parcel II description: "In common with the Grantors, etc." has been added. Also, I clarified that the right to work on the pumping station from this land is temporary in nature - i.e., it can only be so used when work is being performed on the pumping station. You said that this right is essential to the Town, and I understand that Mr. and Mrs. McIntire's concern was that the Town not use this area at times when work is not being performed on the station. Hopefully emphasizing the temporary nature of this right will satisfy everyone. Finally, landscaping has been included.
5. The fifth paragraph after the Parcel II description: This confirms that the Town will see that the McIntires' home is tied into the sewer system free of charge.

Please let me know if any further changes should be made to this deed before it is executed. I am also sending a copy to the Selectmen for their review.

Also, at Chip Griffin's request, I am sending a copy of this letter and the amended deed both to himself and to Mr. and Mrs. McIntire.

Sincerely,

  
Dennis J. Jumper

DJJ/rr

Encl.

pc: Wiscasset Selectmen w/encl.  
Carl R. Griffin, III, Esq. w/encl.  
Mr. and Mrs. William H. McIntire w/encl ✓

William H. McIntire  
RFD 2 Box 990  
Wiscasset, Maine 04578  
June 12, 1990

Carl R. Griffin III  
59 Atlantic Ave.  
Boothbay Harbor, Maine 04538

Dear Mr. Griffin,

Enclosed is all the information I have received to date. I have held off sending this in hopes that Mr. Evans would be getting back to me in regards to his and my telephone call last Monday.

Last fall we met with the following people:  
Thomas Eaton P.E. - Wiscasset Town Engineer  
Steve Evans - Maine Yankee Project Engineer for the Sewer Expansion  
Ralph Oulton P.E. - Design Engineer for E.C. Jordan  
Arthur Reed - Wiscasset Sewage Treatment Plant Superintendent  
At this meeting, Mr. Eaton took minutes. Maine Yankee wanted a piece of our land 30 x 40 feet for a pumping station. We also stated that if it was going to be on our property we wanted the following considerations:

1. To be able to use the pumping station driveway to access our property.
2. Shrubbery around the pumping station to make it less objectionable to our neighbors.
3. Our residence be hooked into the sewer line, materials and labor, at no expense to us.
4. Assurances from the town that by reducing the size of this lot will not make it unacceptable as a house lot.
5. A second hookup for this lot to be installed 140 feet from the road to the rear of the property.

In lieu of the final consideration, I told Mr. Evans over the telephone that I would settle for \$1500 instead to make it easier for all parties involved. This represents the approximate cost of installing the line.

Sincerely Yours,

William H. McIntire

### EASEMENT DEED

William H. McIntire and Barbara L. McIntire, husband and wife and both of Wiscasset, Lincoln County, Maine, for \$1,500.00 consideration paid, grant to the Inhabitants of the Municipality of Wiscasset, a body corporate which is situated in Wiscasset, Lincoln County, Maine, (P.O. Address: Wiscasset, Maine 04578), its successors and assigns forever, with Quit-Claim Covenants, an easement in, on and over Parcel I described below, and an easement over Parcel II described below, both easements being situated in Wiscasset, Lincoln County, Maine.

#### PARCEL I:

BEGINNING at a 4 inch diameter concrete post found set on the apparent northwesterly sideline of Birch Point Road at the easterly corner of land now or formerly of Robert J. and Jean A. Campbell as described in a deed recorded in Book 517 at Page 291, in the Lincoln County Registry of Deeds, said point also being the southerly corner of land of the Grantors; thence N 35° 00' 20" W along said Campbell land a distance of 30.00 feet to a corner; thence N 54° 59' 40" E along remaining land of the Grantors a distance of 28.00 feet to a corner; thence S 43° 13' 10" E along remaining land of the Grantors a distance of 25.96 feet, more or less, to the apparent sideline of said Road; thence S 47° 15' 55" W along said sideline a distance of 32.00 feet to the point of beginning. Containing 835 square feet, more or less. Including the land, if any, contiguous to, and lying between, the southeasterly sideline of the above-described parcel and the northwesterly sideline of Birch Point Road (i.e., Route 144).

The easement herein granted with regard to Parcel I is for the Grantee, its successors and assigns, to construct, maintain, improve and/or repair a sanitary sewer pumping station, with all appurtenant pipes, wires, mechanical and electrical fixtures, in and on the easement area. The Grantee, its successors and assigns, shall be solely responsible for this pumping station and its appurtenances, and shall hold the Grantors, their heirs and assigns, harmless from, and indemnify them against, any loss by reason of injury to persons or property from this pumping station or its appurtenances. As soon as is reasonably practicable after the construction, maintenance, improvement and/or repair of the pumping station, the Grantee, its successors and assigns, shall return the surface of the easement area to a slightly condition including landscaping and shrubbery surrounding the pumping station. Area of easement contains 835 square feet, more or less.

Excepting and reserving, in common with the Grantee, the right to use any access road constructed by the Grantee over this easement area, and the right to extend this roadway to other land of William H. and Barbara L. McIntire in any way which does not interfere with the Grantee's pumping station and appurtenances.

#### PARCEL II:

BEGINNING at the easterly corner of the parcel above described and on the northwesterly sideline of Birch Point Road; thence N 43° 13' 10" W along said parcel 25.96 feet, more or less, to its northerly corner; thence S 54° 59' 40" W along said parcel 28.00 feet to the northeasterly line of Campbell, as previously referenced; thence N 35° 00' 20" W along said

Campbell land 20.00 feet; thence N 54° 59' 40" E parallel with and 20 feet northwesterly from the northwest line of said Pump Station Site 50.37 feet; thence S 43° 13' 10" E parallel with the northeasterly line of said pump site and 25 feet northeasterly therefrom 42.77 feet, more or less, to the sideline of Birch Point Road; thence S 47° 15' 55" W 25.00 feet to the point of beginning. Including the land, if any, contiguous to, and lying between, the southeasterly side of the last mentioned 25 foot line and the northwesterly sideline of Birch Point Road (i.e., Route 144).

The easement herein granted with regard to Parcel II is for the Grantee, its successors and assigns, in common with the Grantors, their heirs, successors and assigns, to have access by foot and by vehicle to the sewer pumping station situated in and on Parcel I, above, while this station is being constructed, maintained, improved and/or repaired. This easement includes the right to temporarily park vehicles and place objects on the land underlying the easement, and to work on the pumping station from the land underlying the easement, during those periods of time when the pumping station is being constructed, maintained, improved and/or repaired. This easement further includes the right to remove from the easement area trees and debris which endanger the pumping station or which encumber the Grantee's access to the pumping station. As soon as is reasonably practicable after each use of this easement, the Grantee, its successors and assigns, shall return the surface of the easement area which the Grantee used to a sightly condition, including landscaping. Area of easement contains 1.640 square feet, more or less.

The above bearings describing both easements refer to the magnetic meridian of 1989, locally observed.

Reference may be made to Plan SV-101 entitled "Maine Yankee Pump Station No. 2, Wiscasset, Maine, Site Boundary and Construction Easement" drawn by J. L. Wright, dated January 25, 1990.

Both easements described above pertain to real estate described in the deed of Lawrence Frank Berry to William H. and Barbara McIntire dated February 1, 1979 and recorded in Lincoln County Registry of Deeds in Book 1011 at Page 43.

By acceptance of this easement deed, the Grantee agrees to tie in, or cause to be tied in, the Grantors' present residence to the Town's sewer line, at no cost to the Grantors.

Witness our hands and seals this 17<sup>th</sup> day of July, 1990.  
Larry Drolan Witness William H. McIntire  
Larry Drolan Witness Barbara L. McIntire

State of Maine  
County of Lincoln, ss.

July 17, 1990

Then personally appeared the above named William H. McIntire and Barbara L. McIntire and acknowledged the foregoing instrument to be their free act and deed.

Before me Jane M. Smith  
Notary Public

Jane M. Smith  
Printed or Typed Name of Notary Public

*My Commission expires 5/15/96*