

Please note time change

MEETING NOTICE

The Wiscasset Board of Selectmen, Board of Assessors & Overseers of the Poor will meet
Tuesday, December 2 at 6 p.m. in the Municipal Meeting Room.

AGENDA

6 p.m.

1. Call the meeting to order.
2. Pledge of Allegiance.
3. Approval of Minutes:
 - a. November 18, 2014
 - b. November 25, 2014
4. Approval of Treasurer's Warrants
 - a. Payroll Warrants: Nov. 21, 2014; Nov. 28, 2014
 - b. Accounts Payable: Nov. 25; Dec. 2
5. Discussion with Budget Committee on replacement of Public Works truck
6. Approval of Abatements and Supplementals: none
7. Special Presentations or Awards: none
8. Public Hearing: None
9. Appointments:
 - a. Planning Board-Larry Barnes
 - b. Ballot Clerks for Dec. 9 school referendum vote
10. 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.
11. Department Head or Committee Chair Report:
 - a. See individual department head reports

12. Unfinished Business:

- a. 575 Birch Point Road- resident request to waive sewer fees

13. New Business:

- a. Set date for Special Town Meeting for purchase of replacement of Public Works truck (vehicle totaled in Nov. 2 accident)
- b. Renewal of Lease Agreement with Maine Art Gallery (expired August 2014)
- c. Certificate of Commitment of sewer User Rates
- d. Boundary line agreement for Town-CMP
- e. Federal Aviation lease renewals

14. Town Manager's Report

- a. Maine Forestry Service's placement of moth trap to track winter moth population
- b. MMA Workers' Compensation Membership Report

15. Adjournment

Future Meetings, Workshops, and Events.

- Dec. 6: Annual Tree Lighting, 4:30 p.m.
- Dec. 9: Primary School Closure Referendum
- Dec. 16: Selectmen, 7 p.m.
- Dec. 18: Budget Committee, 6 p.m.

WISCASSET BOARD OF SELECTMEN,
BOARD OF ASSESSORS AND OVERSEERS OF THE POOR
NOVEMBER 25, 2014

Preliminary Minutes

Tape recorded meeting

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

Absent: Bill Barnes

1. Call to Order

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

2. Pledge of allegiance to the flag of the United States of America

3. Public Comment – none

4. Unfinished Business

A. Highway Department truck discussion: Director of Public Works Doug Fowler presented options for replacement of the 1996 Topkick truck that had been totaled: a 2015 International for \$148,125 or a 2014 Freightliner for \$148,500. The board discussed the prices with and without attachments such as blades, plow units and sanders. Fowler recommended purchasing the Freightliner, using the front blade from the totaled truck this year and budgeting for a new blade next year.

Treasurer Sherri Fredette listed the funds which could be used for the truck: \$7,300 left over from the purchase of the F350 highway truck, \$27,400 left in the capital account, and \$16,760 from the Public Works budget including \$11,000 from the cemetery account. She said there is \$850,000 in fund balance and \$81,129 could be used from that account or the same amount from the reserve account assigned to purchase equipment. There was a consensus that funds be taken from the fund balance. **Jeff Slack moved to spend \$148,500 on a Highway Department plow truck with reallocation of funds from the roof, truck and public works accounts, the use of insurance money and the remainder from the fund balance. Vote 4-0-0.** An open town meeting will be held on December 16, and the board will meet with the Budget Committee to discuss the purchase on December 2 at 6 p.m.

B. Wiscasset Community Center roof – postponed

5. Adjournment

Tim Merry moved to adjourn. Vote 4-0-0.

WISCASSET BOARD OF SELECTMEN,
BOARD OF ASSESSORS AND OVERSEERS OF THE POOR
NOVEMBER 18, 2014

Preliminary minutes

Tape recorded meeting

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

1. Call to order

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

2. Pledge of Allegiance

3. Approval of Minutes: November 4, 2014

Ben Rines, Jr., moved to approve the minutes. Vote 4-0-1.

4. Approval of Treasurer's warrant: October 31, November 14, and November 18, 2014

Jeff Slack moved to approve the Treasurer's warrants. Vote 5-0-0.

5. Approval of Abatements and Supplementals

Tim Merry moved to approve the abatements and supplementals. Vote 5-0-0.

6. Special Presentations or Awards

Chair Pam Dunning said Sue Varney has resigned and her last day will be December 19. She said it will be a sad day in Wiscasset when Sue Leaves. **Ben Rines, Jr., moved to accept the resignation of Sue Varney with regret. Vote 5-0-0**

7. Public Hearing – none

8. Appointments – none

9. Public Comment

Norm Guidoboni thanked Jeff Slack for changing his position on the open town meeting and voting against it. He also corrected a statement he made at the last meeting: According to the pastor of the Church of the Nazarene, 106 people had received food, 70% of whom were Wiscasset residents.

George Green related how easy it was for his wife to vote with an absentee ballot. He added that over 600 or 23% of Wiscasset voters had voted with absentee ballots.

Cliff Hendricks announced the Budget Committee members had cancelled their meeting on Thursday, so they can attend the school meeting.

Todd Souza announced that on December 6, from 2 to 4 Santa will be at the waterfront and the tree lighting will take place at 4:30. The community breakfast will take place on December 13.

Steve Mehrl referred to articles in the Times Record and Wiscasset Newspaper regarding the school situation. He asked what the Town Manager and selectmen knew about the \$2 million exiting cost from RSU 12. Marian Anderson said the School Committee had not overspent at this point and she will bring details at the next meeting. He also asked if someone was following the EPA's ruling on coal ash ponds. Anderson said she would follow up.

10. Department Head or Committee Chair Report

A. Town Clerk: December 9 election location reconsideration: Pam Dunning said in considering where voting would take place there were two factors: size of venue and the amount of money spent on lighting in the voting room and having phone and fax lines installed at the Community Center. **Ben Rines, Jr., moved to reconsider the board's action on October 21 when the board voted to hold the election at the Town Office. Vote 4-1-0 (Barnes opposed) Ben Rines, Jr., moved to hold the December 9 election regarding the schools at the Community Center. Vote 4-1-0 (Barnes opposed).**

Discussion on new election booths: **Ben Rines, Jr., moved to postpone discussion on the election booths to a later date. Vote 5-0-0.**

11. Unfinished Business

A. Stan Waltz, CEO- Presentation on Home Occupation Permits: Waltz pointed out the changes to the Home Occupation Permit and explained the need for the recommended \$25 fee. The permits will be computerized, making it easier to track them, and the fee will pay for the CEO's time spent on the permits. **Ben Rines, Jr. moved to approve the one-time \$25 fee. Vote 5-0-0. Jeff Slack moved to approve the permit as amended. Vote 5-0-0.**

12. New Business

A. William McIntire: Easement on Birch Point Road – not present

B. Consideration of discount for early payment of taxes for 2015-2016: The discount would be ½ of 1% of the entire bill if paid on time. Tim Merry moved to add Article 6 (to see if the town will vote to allow an abatement of ½ of one percent on taxes paid within 30 days from commitment of the tax list to the Collector) to the next June warrant. **Vote 5-0-0.**

C. Approve July 4th Fireworks Agreement with Central Maine Pyrotechnics: **Ben Rines, Jr. moved to approve the contract. Vote 5-0-0.**

D. Finance: H. M. Payson Financial Statements: These were distributed for information only.

E. Susan van Alsenoy – Containers for composting presentation: Ms. van Alsenoy demonstrated a scrap pail to be used for composting. She suggested that they be made available at Town Hall or at the Transfer Station. Ron Lear will be contacted regarding sale of the \$7 pails at the Transfer Station.

Ben Rines, Jr., moved to add Item 12F to the agenda. Vote 5-0-0.

F. Replacement of Public Works truck: Doug Fowler, Road Commissioner, presented several alternatives for replacing the plow truck that was totaled when a tree fell on it. After discussion on the need for the truck and possible alternatives, it was the consensus of the board to purchase a new truck. Funding for the truck could come from the insurance proceeds, money saved on the town hall roofing, the Public Works budget and contingency. The board discussed the various financing plans available. The board will meet on November 25 to discuss funding and Fowler will look into other used trucks for sale. Bob Blagden said that in an emergency the State will help out with a spare truck.

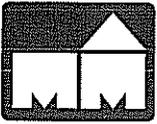
13. Town Manager's Report

A. Update of Wiscasset Community Center roof – Wright Pierce memo: Todd Souza discussed the alternatives in the memo for dealing with the roof leaks: Rebuild the roof (at \$240,000 to \$280,000) or reroof over the existing roof (at \$150,000). Souza said a third option would be to rebuild the lower roof over the office and pool and delay the work on the roof over the gym, which is in better shape. He will obtain the cost of the third option for the November 25 or December 2 meeting.

B. Budget update: Distributed for information only.

14. Adjournment

Tim Merry moved to adjourn the meeting. Vote 5-0-0.



MAINE MUNICIPAL ASSOCIATION

Risk Management Services

60 Community Drive
P.O. Box 9109
Augusta, Maine 04332-9109

Telephone No.

(207) 626-5583
(800) 590-5583 Maine Only
Fax No. (207) 626-0513

November 21, 2014

Ms Marian L Anderson
Town Manager
Town of Wiscasset
51 Bath Rd
Wiscasset, ME 04578-4108

Dear Ms Anderson,

We are pleased to enclose your annual Membership Report as a participant in the MMA Workers Compensation Fund. Participation in the Fund provides significant benefits to members beyond meeting their statutory obligations under the Workers Compensation Act.

The Membership Report provides information about several important components of this program:

- The Dividend distribution amount received by your entity in 2014. Dividends are voted upon by the Board of Trustees and paid to members who meet the established criteria.
- The number and total value of hours spent by Loss Control personnel assisting you with safety issues and in staff training.
- The value and number of the Online Safety courses provided assisting you with safety and human resources issues and staff training.
- The total value of approved Safety Grants and Scholarships awarded to your entity in 2014, if applicable.

We are proud that the Fund continues to be an example of Maine local governmental cooperation. Please find enclosed your Value of Membership Report. For your convenience we have enclosed five copies for your key officials. We would be happy to provide you with any additional information or answer any questions about the enclosed report. Please feel free to contact Michelle Pelletier, Marcus Ballou, or me, at 1-800-590-5583, or locally at 626-5583, at any time.

Sincerely,

Patricia Kablitz, CPCU. ARM
Director, Risk Management Services

The Value of Membership



Maine Municipal Association
Risk Management Services

Public Entity risk management
is what we do and all we do.

PARTNERSHIP | SERVICE | PERFORMANCE

2014 Workers Compensation Fund Benefits for Town of Wiscasset

<p>DIVIDENDS</p>	<p>The governing board of the Workers Compensation Fund voted dividends to be distributed in 2014. Dividends are not guaranteed year-to-year.</p> <p>Dividends PAID to the <i>Town of Wiscasset</i>: \$6,125</p>
<p>SAFETY GRANTS & SCHOLARSHIPS</p>	<p>The Safety Enhancement Grant and Scholarship Grant program offers financial incentives to your Entity as a member of the Workers Compensation Fund. Grants are awarded to assist in reducing the frequency and severity of your workplace injuries.</p> <p>Grants and Scholarships Awarded: \$0</p>
<p>LOSS CONTROL</p>	<p>In the last year, Loss Control staff visited your entity and provided services which may include training, consultation & safety surveys resulting in <u>11.75</u> service hours with a value of <u>\$1,116</u>. Your entity also utilized <u>2</u> online safety training courses valued at <u>\$20</u>.</p> <p>The estimated value of these services are: \$1,136</p>

THE TOTAL VALUE OF BENEFITS FOR THE 2014 YEAR:

\$7,261*

*This is NOT a bill.

The Maine Municipal Association Workers Compensation Fund created by you for you.

**U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION
ADMINISTRATION
ANTENNA AND RACK SPACE LEASE
FOR REAL PROPERTY**

Lease No: DTFAEN-15-L-00105

Facility: LCU FOR REIL

Geographical Location: WISCASSET, ME

1. THIS LEASE(9/98), entered into by and between THE TOWN OF WISCASSET whose interest in the property hereinafter described is that of LESSOR, hereby referred to as LESSOR, and the United States of America, hereinafter referred to as the GOVERNMENT OR FAA: WITNESSETH: The Parties hereto, and for the consideration hereinafter mentioned, covenant and agree as follows:
2. DESCRIPTION (10/96) - The LESSOR hereby leases to the GOVERNMENT the following described premises Approximately 168 net square feet of floor space, on the second floor of the Airport Administration Building, "The Building", Wiscasset Airport, Wiscasset Maine for an Electronics Equipment Room supporting Link Communications Unit (LCU for REIL), shall be related to the FAA's activities in support of Air Traffic operations.
3. TERM (1/01) - To have and to hold, for the term commencing on **October 1, 2015** and continuing through **September 30, 2035** inclusive, PROVIDED that adequate appropriations are available from year to year for the payment of rentals.
4. CANCELLATION (8/02) -The GOVERNMENT may terminate this lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government, on or after **September 30, 2016** by giving at least a thirty (30) day notice in writing to the LESSOR. No rental will accrue after the effective date of termination. Said notice will be computed commencing with the day after the date of mailing.
5. CONSIDERATION – (08/02) For and in consideration of the benefit to Wiscasset Airport and the general public using same, the Lessor grants to the Government all the terms and conditions stated herein at not cost.

2.6.2 Antenna and Rack Space Template

Revised April 2013

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6. The Government shall have the right to maintain a UHF antenna on the roof of the Building. The Government shall pay all costs involved with the installation, attachment, maintenance and restoration (upon removal of said antenna).

7. Access to the "Building" shall be assured to the Government's duly authorized agents, representatives, contractors and employees.

8. Non-Restoration – It is hereby agreed between the parties, that upon termination of its occupancy, The Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property which is the subject matter of this lease. It is further agreed that the Government may abandon in place any or all structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the Lessor.

9. The Lessor hereby warrants that it has acquired and possesses an adequate real estate right in the property described herein and that it is authorized to grant to the Government the rights and interests set forth herein.

10. GENERAL CLAUSES:

a. DAMAGE BY FIRE OR OTHER CASUALTY (10/96) - If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased premises is untenable as determined by the GOVERNMENT, the GOVERNMENT may terminate the lease, in whole or in part, immediately by giving written notice to the LESSOR and no further rental will be due.

b. MAINTENANCE OF THE PREMISES (10/96) - The LESSOR will maintain the demised premises, including the grounds, all equipment, and fixtures, appurtenances furnished by the LESSOR under this lease, in good repair.

c. FAILURE IN PERFORMANCE (10/96) - In the event the LESSOR fails to perform any service, to provide any item, or meet any requirement of this lease, the GOVERNMENT may perform the service, provide the item, or meet the requirement, either directly or through a contract. The GOVERNMENT may deduct any costs incurred for the service or item, including administrative costs, from the rental payments. No deduction of rent pursuant to this clause will constitute default by the GOVERNMENT on this lease.

d. CONTRACT DISPUTES (11/03)

All contract disputes arising under or related to this lease contract will be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and will apply only to final agency decisions. A LESSOR may seek review of a final FAA decision only after its administrative remedies have been exhausted.

2.6.2 Antenna and Rack Space Template

Revised April 2013

All Contract Disputes will be in writing and will be filed at the following address:
Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., SW,
Room 323,
Washington, DC 20591
Telephone: (202) 267-3290,
Facsimile: (202) 267-3720

A contract dispute against the FAA will be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.
The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

e. PROTEST (11/03)

Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of lease contracts will be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and will apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

Offerors initially will attempt to resolve any issues concerning potential protests with the RECO.

Protests will be in writing and will be filed at:
Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., SW,
Room 323,
Washington, DC 20591,
Telephone: (202) 267-3290; or
Facsimile: (202) 267-3720

At the same time as filing the protest with the ODRA, the protestor will serve a copy of the protest on the RECO.

A protest is considered to be filed on the date it is received by the ODRA and will be filed: (1) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or (2) If the protester has requested a post-award debriefing from the RECO, not later than five (5) business days after the date on which the RECO holds that debriefing.

The full text of the Contract Protest clause is incorporated by reference. Upon request the full text will be provided by the RECO.

2.6.2 Antenna and Rack Space Template

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f. INTERFERENCE (10/08)

Should interference with the lessor's facility due to the FAA operations, FAA shall correct the problem immediately. If the lessor's facility interferes with FAA's equipment then the lessor will correct the problem immediately.

g. COORDINATION (10/08)

The FAA will receive permission from the lessor prior to installing any new equipment at the site.

h. ELECTRICAL SAFETY (4/12)

The Lessor shall ensure electrical safety requirements are met, including grounding, bonding, shielding, control of electrostatic discharge (ESD), and lighting protection requirements in accordance with:

1. 29 CFR 1920, Subpart S, Electrical
2. FAA Standard HF-STD-001, Human Factors Design Standard, Chapter 12.4, Electrical Hazards
3. DOT Specification FAA-G-2100H, Electronic Equipment, General Requirements
4. National Fire Protection Association (NFPA) 70, National Electrical Code
5. NFPA 70E, Electrical Safety in the Workplace
6. American National Standards Institute/Institute of Electrical and Electronics Engineers (ANSI/IEEE) Standard 1100-2005, Recommended Practice for Powering and Grounding Electrical Equipment
7. DOT Standard FAA-STD-019E, Lighting and Surge Protection, Grounding, Bonding and Shielding Requirements for Facilities and Equipment

All hazards associated with electrical equipment shall be marked with labels indicating the hazard, in accordance with FAA-G-2100H, Chapter 3.3.5.5, Markings, Signs, Tags and symbols.

The Lessor shall ensure that personnel are protected from arc flash hazards, in accordance with NFPA 70E, Electrical Safety in the Workplace and arc flash warning labels are posted on affected panels, with warning labels meeting the requirements of American National Standards Institute (ANSI) Z53, Series of Standards for Safety Signs and Tags.

i. EOSH Requirements (4/12)

The Lessor shall provide space, services and equipment that comply with the following:

1. 29 CFR 1910, Occupational Safety and Health Standards (General Industry)
2. FAA Order 3900.19B, FAA Occupational and Health Program
3. FAA Standard HF-STD-001, Human Factors Design Standard
4. National Fire Protection Association (NFPA) 70, National Electrical Code and NFPA 70E Electrical Safety in the Workplace

2.6.2 Antenna and Rack Space Template

Revised April 2013

5. Relevant fire codes and building codes

Any equipment used or otherwise provided by the Lessor or Lessor's contractors or agents that presents a potential safety hazard shall be marked with appropriate warning labels or placards in accordance with 29 CFR 1910.145, Specifications for Accident Prevention Signs and Tags, FAA HF-STD-001 Human Factors Design Standard, Chapter 12.16, Safety Labels and Placards and American National Standards Institute (ANSI) Z535.4, Product Safety Signs and Labels.

All equipment described herein shall be designed and installed to be free of mechanical hazards that may injure personnel (sharp Projections, unguarded moving parts, etc.), in accordance with FAA-G-2100H, Electronic Equipment, General Requirements, Section 3.3.5.4.

j. NOTICES (10/96)

All notices/correspondence shall be in writing, reference the Agreement number, and be addressed as follows:

Lessor:

THE TOWN OF WISCASSET, ATTN: TOWN MANAGER, 51 Bath Road, Wiscasset, ME 04578

Government:

FEDERAL AVIATION ADMINISTRATION
ATTN: REAL ESTATE BRANCH, AL0-620BOS, 12 New England Executive Park,
Burlington, MA 01803

i. The following clauses are incorporated by reference: The full text of these clauses can be found in Standard Space Lease Form via the Internet at <http://fast.faa.gov>

- ANTI-KICKBACK (10/96)
- ASSIGNMENT OF CLAIMS (10/96)
- CERTIFICATION OF REGISTRATION IN SAM - REAL PROPERTY (1/13)
- COMPLIANCE WITH APPLICABLE LAWS (10/96)
- CONTRACTOR IDENTIFICATION NUMBER -"DATA UNIVERSAL NUMBERING SYSTEM" (DUNS) NUMBER (1/13)
- COVENANT AGAINST CONTINGENT FEES (8/02)
- DEFAULT BY LESSOR (10/96)
- EXAMINATION OF RECORDS (8/02)
- INSPECTION (10/96)
- LESSOR'S SUCCESSOR (10/96)
- NO WAIVER (10/96)
- OFFICIALS NOT TO BENEFIT (10/96)
- PAYMENT BY ELECTRONIC FUNDS TRANSFER (1/13)

2.6.2 Antenna and Rack Space Template

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OMB Control No. 2120-0595

DTFAEN-15-L-00105

I, _____, certify that I am the _____ of the

(State, County, Municipality or other Authority)

Named in the forgoing agreement; that _____ who signed
Lease No. **DTFAEN-15-L-00105** on behalf of _____ was

Then _____ of said _____ that said agreement
was duly signed for in behalf of said _____ by authority of its
governing body and is within the scope of its powers.

(Signature)

(Corporate Seal)

BOUNDARY LINE AGREEMENT AND RELEASE

This BOUNDARY LINE AGREEMENT AND RELEASE, by and among, **RONALD E. TITCOMB & SHIRLEY J. HELMS**, Trustees of the **RONALD E. TITCOMB LIVING TRUST**, dated March 17 2006, and any amendments thereto, and the **SHIRLEY J. HELMS LIVING TRUST**, dated March 17 2006, and any amendments thereto, whose mailing address is 612 Mountain Road, Woolwich, Sagadahoc County, State of Maine 04579, (“Trustees”), the **INHABITANTS OF THE TOWN OF WISCASSET**, a body politic with an address of 51 Bath Road, Wiscasset, Lincoln County, Maine 04578 (“Town”) and **CENTRAL MAINE POWER COMPANY**, a Maine corporation with a mailing address of 83 Edison Drive, Kennebec County, Maine 04336 (“CMP”).

WITNESS

WHEREAS, Trustees are the owners of a parcel of land located in Woolwich, Sagadahoc County, Maine as described in a deed dated March 26, 2014 and in Wiscasset, Lincoln County, Maine as described in a deed March 26, 2014 and recorded in the Sagadahoc County Registry of Deeds and the Lincoln County Registry of Deeds in Book 3583, Page 94 and Book 4763, Page 219, respectively; and

WHEREAS, CMP conveyed to the Town a parcel of land located in Woolwich, Sagadahoc County, Maine and in Wiscasset, Lincoln County, Maine in a deed dated March 4, 2013 and recorded said Registry in Book 3481, Page 220 and in the Lincoln County Registry of Deeds in Book 4639, Page 295 (the “Town Parcel”), said Town Parcel also being shown on a survey titled “Boundary Survey off Bradford Road, Wiscasset, Maine and off Mountain Road, Woolwich, Maine” said survey to be recorded in the Lincoln County and Sagadahoc County Registries (the “Survey”).

WHEREAS, the property lines between the Trustees parcel and the Town Parcel may be interpreted to be in more than one location; and

WHEREAS, Trustees, the Town and CMP are agreeable to establishing said property line by agreement.

NOW THEREFORE, Trustees, the Town and CMP, for consideration of the mutual covenants contained herein, agree as follows:

Central Maine Power Company agrees to release and hereby releases, without covenant, to Trustees any and all of its right, title or interest in a parcel of land located on the westerly side of, but not adjacent to, Montsweag Brook, in the Town of Woolwich, Maine being more particularly described as follows:

Beginning at a capped iron rod set at the intersection of the northerly line of CMP's Section 81 transmission line corridor as described in a deed from Marguerite R. Colby dated January 14, 1953 and recorded in the said Registry in Book 274, Page 361 and the easterly line of CMP's Section 392 transmission line corridor as described in a deed from Edgar J. & Shirley R. Helms dated January 3, 1970 and recorded in said Registry in Book 368, Page 1041;

thence N 26°16'28" E along the eastern line of said Section 392 transmission line corridor as described in said Helms deed and a deed from Carroll A. & Bertha M. Curtis dated December 11, 1969 and recorded in said Registry in Book 368, Page 701 and in the Lincoln County Registry of Deeds in Book 666, Page 77, a distance of 314.90 feet to a capped iron rod set;

thence N 36°30'05" E continuing along the eastern line of CMP's Section 392 transmission line corridor as described in said Curtis deed a distance of 1005.83 feet, more or less, to the intersection with a line that is one rod westerly of the contour line at an elevation of 125 feet, as determined from the top of the easterly retaining wall of the former Central Maine Power Company Montsweag Dam, now owned by the Town, which retaining wall was established at an elevation of 116 feet U.S.G.S. Datum;

thence in a generally southerly direction along a meandering line being parallel with and one rod distant westerly of said 125-foot contour line, to a capped iron rod set, said iron rod being located along a tie-course of S 17°13'41" W a distance of 646.85 feet from the last mentioned point.;

thence N 81°10'38" W a distance of 111.00 feet to a capped iron rod set at the base of a horizontal wood post in stones;

thence S 07°12'53" W a distance of 434.95 feet, more or less, to the northerly line of CMP's Section 81 transmission line corridor;

thence S 85°38'26" W along the northerly line of CMP's Section 81 transmission line corridor a distance of 379.15 feet to the point of beginning.

All bearings are based on UTM Zone 19 North.

Further, Ronald E. Titcomb and Shirley J. Helms, individually and as trustees of the Ronald E. Titcomb Living Trust dated March 17, 2006, and any amendments thereto and the Shirley J. Helms Living Trust, dated March 17, 2006, and any amendments thereto, for consideration paid, the sufficiency of which is hereby acknowledged, agree to release and hereby releases without covenant, to the Inhabitants of the Town of Wiscasset and all of their right, title or interest in the Town Parcel as shown on the Survey.

This Agreement shall be binding on the parties and their respective successors, heirs and assigns.

IN WITNESS WHEREOF, Ronald and Shirley Helms, the Inhabitants of the Town of Wiscasset and Central Maine Power Company have set their hands and seals on this Boundary Line Agreement and Release this 25th day of November, 2014.

CENTRAL MAINE POWER COMPANY

Witness

Alice D. Richards,
Supervisor, Real Estate Services

Kristen Beban

Witness

Ronald E Titcomb

Ronald E. Titcomb, individually and Trustee
Ronald E. Titcomb Living Trust
Shirley J. Helms Living Trust

Kristen Beban

Witness

Shirley J. Helms

Shirley J. Helms, individually and Trustee
Ronald E. Titcomb Living Trust
Shirley J. Helms Living Trust

Seen and accepted by the Town of Wiscasset

Witness

by:
Town Manager

State of Maine
Kennebec ss

November 14, 2014

The above named Alice D. Richards, Supervisor, Real Estate Services, personally appeared before me and acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of Central Maine Power Company.

Notary Public

State of Maine
Kennebec ss

November 25, 2014

The above named Ronald E. Titcomb and Shirley J. Helms, individually and as trustees of the Ronald E. Titcomb Living Trust and the Shirley J. Helms Living Trust, personally appeared before me and acknowledged the foregoing instrument to be their free act and deed and their free act and deed as Trustees of said Trusts.

Dina K. Chaney
Notary Public

DINA K. CHANEY
Notary Public, Maine
My Commission Expires March 5, 2021

**CERTIFICATE OF COMMITMENT OF
SEWER USER RATES**

To: Shari I. Frzette (name), the treasurer of the municipality
of Wiscasset, Maine.

We, the undersigned municipal officers of the municipality of Wiscasset,
hereby certify and commit to you a true list of the sewer rates established by us pursuant
to 30-A M.R.S.A. § 3406 for those properties, units, and structures required by local and
State law to pay a sewer rate to the municipality, for the period beginning
4-01-2013 (date) and ending 10-29-2014 (date). This list is comprised of
the pages numbered 1 to 17 inclusive which are attached to
this certificate. You are hereby required to collect from each person named in the
attached list his or her respective amount as indicated in the list, the sum total of those
lists being \$ 40,003.40 (total amount of all rates included in the list). You are
hereby required to charge interest at a rate of 7 % per annum on any unpaid
account balance beginning 4-01-2013 (date on which interest will start to accrue). You
are hereby authorized to collect these rates and any accrued interest by any means legally
available to you under State law. On or before 11-16-2016 (date) you shall complete
and make an account of your collections of the whole sum herein committed to you.

Given under our hands this 2nd (date) day of December (month),
2014.

Municipal Town Officers
Town of _____

LEASE

This Lease is made this _____ day of _____, 200__.

The Inhabitants of the Municipality of Wiscasset, a body corporate and located in Wiscasset, Lincoln County, Maine, (Lessor), in consideration of rent to be paid and the covenants to be undertaken by the Lessee, does hereby lease, demise and let unto Maine Art Gallery, Inc., a Maine corporation with a principal place of business in Wiscasset, Lincoln County, Maine (Lessee) the following described property:

The building located on the northerly corner of Hodge and Warren Streets in Wiscasset, Maine, known as The Red Brick School and the Lessor's land contiguous thereto (excepting streets and ways).

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

1. This Lease shall run for a period of 5 (five) years from _____.
2. The Lessee shall pay rent of \$1.00 (one dollar) per year payable in advance upon the signing of this Lease.
3. This Lease includes the Lessor's ~ersona1 property which is presently located in the leased premises. The Lessee shall be responsible for all repairs to these items of personal property required as a result of the negligence of the Lessee, its employees, invitees or guests.
4. The Lessee shall be responsible for paying for all utilities servicing the leased property.
5. The Lessee may make alterations to the leased premises, and install equipment and fixtures in the leased premises, at its own expense, only with the prior written approval of the Lessor.
6. The Lessee shall be responsible for all repairs to the leased premises required as a result of the negligence of the Lessee, its employees, invitees or guests and shall further be responsible for all repairs to the leased premises which would be considered normal maintenance.
7. The Lessee shall be responsible for the maintenance of the yard around the leased premises and for the proper disposition of its rubbish.
8. The Lessee shall keep the premises clean and in a safe condition and shall operate its business in conformance with all applicable laws, ordinances and regulations. The Lessor shall have the right to inspect the leased premises at all reasonable times and shall be allowed to enter the leased premises at reasonable times for purposes of doing work, if necessary, on the leased premises.
9. The Lessee shall be responsible for all costs involved in operating its business and shall hold the Lessor harmless from all claims of whatever nature for damage to persons or property in or on the leased premises. Further, the Lessee shall reimburse the Lessor for premiums which the Lessor pays for insurance on the premises. The Lessee shall be responsible for insuring its own property located in and around the leased premises.

10. The Lessee shall not assign or underlet the leased premises without the written consent of the Lessor.

11. Failure on the part of the Lessor to complain of any action or non—action on the part of the Lessee shall not be deemed to be a waiver by the Lessor of any rights under this Lease.

12. The Lessee may not commit waste of the leased premises or use the leased premises for any purpose usually denominated extra hazardous as to fire by insurance companies..

13. The Lessor may enter to view and make improvements and to expel the Lessee if it makes or suffers any strip or waste of the premises, or if it fails to quit or surrender the premises to the Lessor at the end of the term, or if it violates any of the covenants of this Lease, or if it shall be adjudicated a bankrupt or insolvent, or if any assignment shall be made of the Lessee's property for the benefit of creditors.

14. The Lessee shall quit and deliver up the leased premises to the Lessor or its attorney, peaceably and quietly, at the end of the term, in as good order and condition as the same are, or may be put into by the Lessor. Also, at the termination of this Lease the Lessee shall return to the Lessor any keys to the leased premises which the Lessee might possess. Should the Lessee continue to possess the premises after the term of this Lease and without a new Lease having been executed, the terms of the present Lease, so far as are applicable, shall continue to apply to the Lessee's tenancy.

IN WITNESS WHEREOF, the Lessor and Lessee have executed this Lease in duplicate.

Signed, Sealed and Delivered
in the Presence of:

Maine Art Gallery, Inc (Lessee)
By:

Its _____

SNYDER & JUMPER

ATTORNEYS AT LAW

THE MACURDA HOUSE

WISCASSET, MAINE 04578-0399

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

207-882-5500
207-882-7482

July 13, 1990

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

Re: McIntire easement

Dear Tom:

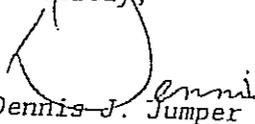
Enclosed is an amended easement deed pertaining to the McIntire property which hopefully incorporates the various changes which you and I, and then Chip Griffin and I, discussed together. I call your attention to the following changes:

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 17th day of July, 1990.
Larry Drolon William H. McIntire
Witness Larry Drolon Barbara L. McIntire
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

My Commission expires 5/15/91

Jane M. Smith
Printed on _____

Town of Wiscasset
Board/Committee Membership Form

Full Name: LARRY BARWES

Mailing Address/Street Address: 179 BEECHWOT HILL RD

Home Telephone: 882 4282 Work Telephone: _____ E-mail: _____

Occupation: REAL ESTATE BROKER

I wish to be considered for appointment to the:

PLANNING BOARD
Name of Board/Committee

Full member:

Alternate member:

Do you currently serve or have you ever served on any Town Board or Committee? YES

If yes, please state which Board or Committee with term expiration. _____

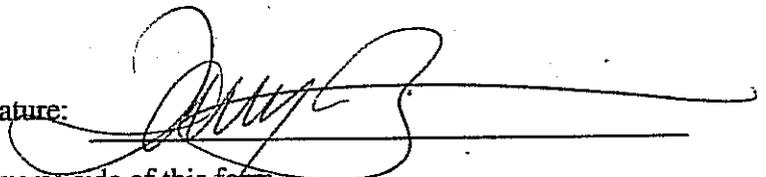
CONSERVATION COMMISSION 2016

List civic organizations to which you belong now: IFW WATERFOWL COUNCIL
PHIPPSBURG LAND TRUST, PHIPPSBURG SPORTSMANS ASSC.

Prior experience, knowledge, or abilities that you have which would contribute to the activities of the Board or Committee: 10+ YRS OF REAL ESTATE EXP.

SPONSORED BY OES POOLER

Date: 11/17/2014

Signature: 

Additional comments can be made on the reverse side of this form.

Please return to the Selectmen's Office, 51 Bath Road, Wiscasset, ME 04578-4108

For Office Use:

Date received: _____

Date appointed: _____

Term of appointment: _____