

WISCASSET SELECT BOARD,
TAX ASSESSORS AND OVERSEERS OF THE POOR
DECEMBER 17, 2019

Preliminary Minutes

Present: Kim Andersson, Chair Judy Colby, Kathy Martin-Savage, Vice Chair Ben Rines, Jr., Jeff Slack and Town Manager John O'Connell

Chair Judy Colby called the meeting to order at 6:02 p.m. Ben Rines asked that when the board adjourns, it does so in honor and memory of Kerry Leeman.

1. Pledge of Allegiance

2. Approval of Treasurer's Warrants

Jeff Slack moved to approve the payroll warrants of November 22, November 29, December 6 and December 13, 2019. Vote 5-0-0.

Kathy Martin-Savage moved to approve the accounts payable warrants of November 26, December 3, December 10 and December 17, 2019. Vote 5-0-0.

3. Approval of Minutes

Kathy Martin-Savage moved to accept the minutes with the applicable changes already discussed and approved. Vote 5-0-0.

4. Special Presentations or Awards – none

5. Committee Appointments – none

6. Public Comment

The owner of the Woods Lodge expressed concern about the brewery planned on the property adjacent to the Lodge, specifically noise created by patrons leaving late which would disturb her guests and hurt business. She asked that the ordinance be changed to limit hours. She said that most tasting rooms close at 8 or 9 p.m. The owner of the planned brewery has stated that the tasting room would be open until midnight. Judy Colby asked that the ORC investigate the possibility of limiting hours. Chief Hesseltine said that the State allows establishments serving liquor to be open until 1 a.m. He added that the police would deal with complaints if problems occurred, and the problem could also be dealt with when a renewal of the business license is requested.

7. Department Head or Committee Chair

a. Town Clerk Linda Perry-2020 Federal/State Election Schedule: The Town Clerk advised the board that the March 3, 2020 Presidential Primary was not considered during the past budget process and the cost of that election will affect the Election and Clerk's budget.

b. Tax Collector Molly Bonang – Update on delinquent Personal Property taxes: Bonang’s memo outlined the process she is taking with delinquent taxpayers. She will be taking a class on small claims court proceedings.

c. Fire Department Updates – Peter Rines: John O’Connell reported that Bob Bickford has been elected and appointed as Fire Chief until the next town meeting. He also reported on the progress in replacing flooring in the fire station.

d. Department Head Monthly Reports: Kim Andersson mentioned that Erin had taken a train-the-trainer course for EMS providers. Rick Gaeth thanked the board for its support, said that two interviews with engineering firms had taken place and another was scheduled. John O’Connell thanked Gaeth for the enormous success he had achieved in less than a year.

8. Unfinished Business

a. Revisit Business License Application for Al Cohen, Big Al’s Outlet, Inc. DBA Big Al’s Fireworks Outlet, 300 Bath Road: Judy Colby said the original license was issued in 2012 and renewed in 2015 and had met all requirements for a business license. Kathy Onorato, Administrative Assistant, said that because of the change in town clerks over the years, the original application in 2012 had not been located. Jonathan Pottle, attorney for the Bryants, who oppose the license, was advised by Mary Costigan, attorney for the Town, that the business license being discussed was for the business on Bath Road only and that a separate business license was not required for the storage building on JB’s Way. In response to Jeff Slack’s question, John O’Connell said that according to the State Fire Marshall, the appropriate distances between the buildings had been met.

Costigan advised the board to review the criteria, which she provided, for a business license, and if all criteria are met, to table the vote on the business license until after the public hearing on the Consumer Fireworks License. **Jeff Slack moved to table the vote on the business license in order to hold the public hearing on the Consumer Fireworks application. Vote 5-0-0.**

b. Approval of Modification to Utility Receivable Agreement (Main Street Project State WI#021834.00): This had been discussed previously with the board and covers the manhole covers on Route 1. Ben Rines, Jr., asked whether the board had previously voted on the agreement in March 2018. The matter will be researched and will be on the agenda in January.

9. Public Hearing

a. Annual License for Sale of Consumer Fireworks-Big Al’s Outlet, Inc., DBA Big Al’s Fireworks Outlet, 300 Bath Road: **Ben Rines, Jr., moved to go into a public hearing on the annual license for the sale of consumer fireworks. Vote 5-0-0.** Judy Colby allotted five minutes per speaker.

Mary Costigan said the discussion was only on the sale of consumer fireworks from the Bath Road location. One of the criteria for determining compliance is compliance with the state law for off-site storage. The only issue is whether it complies with the state law and meets the criteria for state approval.

Chris Neagle, attorney for Al Cohen, said the application for 2018 is necessary because the Bryants have filed a lawsuit on the lack of a 2018 and 2019 license. Once the licenses are issued the Bryants cannot

file an appeal. He said the setback (from the fireworks store to the restaurant on the adjoining lot) is 64 feet, exceeding the required 60-foot setback requirement. The application meets all the standards in the ordinance and has Fire Chief approval. The Conex boxes, heavy metal shipping containers used in commercial and consumer fireworks business, are easily moved. No town permit is necessary as they are not a building or a mobile home. The board does not have to interpret the State Fire Marshall law as he has given Cohen an approval. The National Fire Protection Act says that fireworks can be stored for up to 90 days. According to the State of Maine Fire Marshal, fireworks can't be stored for more than 90 days at a retail store; however, the Conex boxes can be used at a warehouse. Al Cohen said the 2018 application had been turned in to the clerk on time but was not given to the board.

John Pottle representing John and Katie Bryant said there is no documentation of the 64 feet between the fireworks store and the restaurant on the adjoining property: the measurement at the last meeting was less than 64 feet to the stairs on the restaurant, and the addition of the stairs predated the fireworks store. Pottle said there are specific steps for compliance which include storage of fireworks. The statute says you can store only in a permanent building, and Conex boxes do not meet the requirements of the statute. Regarding the application for a 2018 license retroactively, the applicant was not in compliance at the time of the application because of the Conex boxes at the Route 1 location. He said the municipal permits exclude compliance with storage and handling. The statute says that you can only store fireworks in a fixed building and the Conex boxes do not meet that criteria. He added that dangers to the public and being a public nuisance require insurance, and warehousing was specifically excluded in the insurance coverage. Consequently, Big Al's outlet does not have insurance on JB's way. There is no permit for the Conex boxes that have been there for 3-1/2 years. Pottle said according to the Attorney General, a storage only outlet is not authorized and the legislation was limited in what was allowed. The statute said that a storage only outlet is not authorized. He asked the board to look at the matter and be thoughtful in making the decision on the license.

Cecilio Juntura said the porch on his restaurant was built in 1994 before the fireworks store was built. He said Big Al's building is 10 feet from Juntura's property line.

Chris Neagle said the State Fire Marshal's office approval covered all Big Al's buildings. The State has seen all insurance covering all properties and all requirements have been met. In 2012, the Planning Board gave approval and determined that the store met all requirements including the 60-foot setback.

John Pottle said that the warehouse was not part of the insurance certificate and pointed out that the insurance did not cover the warehouse. He added that there can be a difference between what is approved and what is actually built. The current court case is on appeal in Superior Court regarding the decision by State Fire Marshal's office.

Al Cohen said that he has multiple insurance companies involved in coverage on his buildings and liability.

Katie Bryant pointed out a violation in the storage of a propane tank. Regarding storage on JB's way she said obtaining a town license based on the state license doesn't prove anything. She said it was an egregious violation and that the State did not inspect the warehouse so is unaware of the violation and is lax in enforcement.

Neagle said the storage building is not included in the application, only the premises on Bath road. The state does not license storage spaces. He added that the Conex boxes are approximately 250 -300 feet from the Bryant's garage and 500 feet from the house.

Ben Rines asked what would happen if something went wrong at the 30-foot distance. He was advised that the Fire Marshal would have to answer that question; laws and rules were based on the assumption that the public would be safe at that distance. He also asked if the town would be liable if something happened and was told it would not. If the Taste of the Orient applied for a building permit within 60 feet of the fireworks store, it would be the responsibility of the Planning Board whether to issue the permit. **Kathy Martin Savage moved to close the public hearing. Vote 5-0-0.**

Judy Colby said that according to the State Fire Marshal, if the town is stricter than the State about the distance between buildings, the town requirements would prevail. Mary Costigan reviewed the questions she had given the board regarding the consumer fireworks license and the board found that the application met all the following criteria:

- A. The location of the sale of consumer fireworks is on a lot that is conforming as to size and on which retail sales are allowed.
- B. The sale of consumer fireworks complies with all federal, state and local laws, ordinances, rules and regulations.
- C. The applicant received a conditional use permit from the planning board for the property on which the sale of consumer fireworks is located.
- D. The applicant does not have a business license.
- E. The applicant has not been convicted of a Class A, B, or C crime
- F. The applicant through the use of fireworks, consumer fireworks or in any other way has not created a danger to the general public.
- G. The applicant has complied with all federal, state and local laws, ordinances, rules and regulations.

Regarding the applicable state law 8 M.R.S. 223-A, the board found that:

- A. The applicant is 21 years of age or older.
- B. The applicant has the necessary federal permit to sell fireworks.
- C. The applicant complies with storage and handling requirements
 - 1) the fireworks are stored and sold in permanent, fixed, stand-alone buildings dedicated solely to the storage and sale of fireworks.
 - 2) The building is constructed, maintained and operated and fireworks are stored in compliance with NFPA 1124, relevant building codes, zoning ordinances , and other municipal ordinances.
 - 3) the building is located at least 60 feet from another permanent building and at least 300 feet from a structure at which gasoline, propane or other flammable material is sold or dispensed.
- D. The application has been approved by the police chief, fire chief and code enforcement officer.

Peter Rines said that the danger of the fireworks store is potentially the same as propane tanks. He said Big Al's store is a brick building with a sprinkler system and the applicant had done his due diligence

Chris Juntura said Big Al's had not complied with town ordinances regarding buffers at property lines and that the planning board could attach conditions to approval regarding buffers between properties.

Judy Colby confirmed that the application for a permit did not involve JB's Way, as a permit is not needed to store fireworks at that location. **Judy Colby moved to accept the State Fire Marshall requirements for the issuance of the fireworks permit as evidence of compliance. Vote 5-0-0.**

Kathy Martin-Savage moved to approve the business license for Big Al's Fireworks Outlet for 2018. Vote 5-0-0. Kim Andersson moved to approve the fireworks license for 2018 and 2019. Ben Rines, Jr., said the ordinance was weak and there were concerns but he was voting to approve. Kim Andersson said she was voting for the motion, but she would be concerned if the storage building was in her back yard. **Vote 5-0-0.** The chair called for a five-minute recess. The meeting resumed at 8 p.m.

Peter Rines, outgoing fire chief, reported that the floor replacement in the fire house was going well and that a part had been found for an old truck for \$2700, and he felt they had dodged the bullet in not having to replace the truck. He said it was a pleasure working with the board and staff. Judy Colby thanked him for the time and effort he had put in at the Fire Department. He introduced Bob Bickford, the new chief.

10. New Business

a. Business Licenses

- Chantel Jacobs, DBA Coastal Maine Cuts. 106 Main Street
- Holly B. Noble, DBA Wiscasset Veterinary Hospital

Kathy Martin-Savage moved to approve both applications for a business license. Vote 5-0-0.

b. Administrative Consent Agreement, Air Quality Violation (Former Huber's Market): John O'Connell said it was tough to meet all the regulations for a training burn; however, there had been violations. A consent agreement with the DEP was submitted to the board for approval which requires payment of a fine of \$1,000. **Kathy Martin-Savage moved to allow the Town Manager to execute the consent agreement with the DEP and pay the \$1,000 fine out of contingency. Vote 5-0-0.** Peter Rines said a check-off list of the DEP requirements for a controlled burn was now in place.

c. MDOT Utility Receivable Agreement (future Route 1 improvements State WIN #023805.00)-Estimated cost \$61,500: John O'Connell said the agreement was for replacement of manhole covers at a cost of \$61,500 which will be due the year after next. **Jeff Slack moved to authorize the Town Manager to execute the MDOT Receivable Agreement for State WIN #023805.00. Vote 5-0-0.**

d. Monthly Financials

- Department year to date expense report
- H.M.Payson Statement of Accounts

e. Request for Qualifications Opening

- Airport Planning and Engineering Services : Bids had been received from Stantec in Brunswick and Aviest in Caribou.

f. Community Action Plan and Analysis of Brownfield Clean-up Alternatives-Set date for public meeting (January 22, 2020 suggested): The meeting was set for Thursday, January 23, 2020 at 6 p.m.

11. Town Manager's Report

- a. A Request for qualifications and fees had been sent out to auditors.
- b. Investment Committee meeting is scheduled for January 16 at 4:30 p.m.
- c. Cenergy Update – The Planning Board had met with Steve Barrett, consultant on the solar project, on November 25. Ed Polewarczyk, who attended the Planning Board meeting, said Barnett has 12 years of experience and has generated documents that the FAA uses for requirements for solar projects. Polewarczyk’s comments included: his impression that the project would be sold when it is in operation, the FAA’s permitting process will take a year, the project will connect with the high voltage lines, there will be a single axis rotation on the panels from east to west, interconnectivity costs have not been determined, the benefits on the amount of energy generated may or may not be viable with snow, nighttime and pollen, the payback period may be extended to possibly 40 years, although the panels are good for only 20 years, and there is the possibility the project could be sold or the project owners could walk away. John O’Connell said that Cenergy has submitted modified plans: Site 1, up to 35 acres for 1.5MW AC Solar, two-year lease option \$500, then \$1,000 per year; Site 2, up to 35 acres for 1X5MW AC Solar, two-year lease option \$500, then \$1,000 per year. **Jeff Slack moved to allow the Town Manager to sign the two separate agreements. Vote 5-0-0.**
- d. Potential Ordinances Proposals/Revisions for June: The following are issues that might require changes or additions to the town’s ordinances and will be submitted to the Ordinance Review Committee for action before the Town Meeting: abandoned mobile homes, solar farm ordinance, Certificate of Occupancy, Historic Preservation Ordinance draft, potential marijuana ordinance, illegal junkyards, business license process, and requirement for building code.
- e. Wastewater Treatment Plant Updates
 - Engineering Services interviews: two interviews have taken place, a third is scheduled later in the week.
 - Maine Rural Water Association Conference: Rick Gaeth and Rob Lalli will attend.
- f. Staffing Updates
 - Officer Jonathan Barnes graduates from Maine Criminal Justice Academy
 - Robert Bickford appointed Fire Chief
- g. Main Street Pier Safety Updates: MMA in its risk assessment recommended stopping vehicular access to the pier and installing wire netting on the perimeter. Regarding the sale of Christmas trees on the pier, evidently no one who was authorized gave approval.
- h. **Jeff Slack moved to give the Town Manager permission to sign a sludge contract with Cassella. Vote 5-0-0.**

12. Assessors’ Business

- a. Abatements (Assessors’ Agent recommended)
 - Richard A. and Nancy Lutes, Map R01, Lot 020-00-\$374.12
 - Juan Dermody and Sarah Mosher, Map R06, Lot 15 - \$398.00
 - Norman Sherman, Personal Property - \$63.68

Ben Rines, Jr., moved to approve the abatements for Richard A. and Nancy Lutes for \$374.12; Juan Dermody and Sarah Mosher for \$398; and the personal property abatement for Norman Sherman for \$63.68 as recommended by Assessors' Agent Ellery Bane. Vote 5-0-0.

b. Personal Property (Prior Tax years)

- David Laemmle, Personal Property Account #79 for \$16.20 (2013)
- Peter West, Personal Property Account #47 for \$19.44 (2013)
- Edward and Scott Simpson, Personal Property Account #133 for \$34.25 (2018)

Ben Rines, Jr. moved to approve the Personal Property abatements of David Laemmle for \$16.20; Peter West for \$19.44; and Edward and Scott Simpson for \$34.25. Vote 5-0-0.

11. Other Board Business

Ben Rines, Jr., asked if the old street signs had been located by the highway crew and was informed that they had been found.

Judy Colby said with all the upheaval over the past few years regarding the downtown project, she was happy to see the fantastic job done by 30 volunteers in decorating the downtown for the holidays. She said Pikes Industries had received a letter from a little boy which said, "Thank you for downtown. It is great. I love it." Kudos were given to Peter Rines as DJ. Judy Colby wished all a Merry Christmas and Happy New Year and a safe holiday. John O'Connor said all town offices would close at noon on Christmas eve.

12. Adjournment

Kim Andersson moved to adjourn the meeting at 8:45 p.m. Vote 5-0-0.



STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION

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JANET T. MILLS
GOVERNOR

GERALD D. REID
COMMISSIONER

Town of Wiscasset
Wiscasset Wastewater Treatment Plant
Mr. Richard Gaeth; Superintendent
51 Bath Road
Wiscasset, ME 04578

December 13, 2019

RE: Town of Wiscasset Wastewater Treatment Plant
MEPDES Permit #ME0100757/State #WDL 000370
Routine Inspections

Dear Rick:

On December 4th and December 10th, 2019, I performed my last inspections at the Town of Wiscasset's wastewater treatment facility. Thank-you your time and assistance with these inspections as well as all the previous ones. A copy of the inspection report is enclosed for your records. In summary:

Permit:

- There are three remaining items from the O&M Evaluation (last revised 10/09/2018) that need to be completed: #8 and #10; the Capital Improvement Plan/Long Term Improvement Plan; and #9; Update the 1996 SSES (Sanitary Sewer Evaluation Survey).
- The Operations and Maintenance plan(s) for the Main Plant; Pump Stations and Sewer Collection System should be up-to-date prior to the license renewal in 2020.
- The Department received your revised Wet Weather (High Flow) Plan on 12/09/2019.

Pump Stations:

There have been many repairs and/or improvements made to a number of the pump stations in the last year. Thirteen of the eighteen pump stations wet wells were cleaned. Two pump stations had bypasses (#3 and #9) during the year, but the causes of the bypasses were resolved. Additional work, including the determination of property boundaries/easements (especially for the critical pump stations that would benefit from stationary generators), remains a high priority.

Sewer Collection System:

Wiscasset began jetting/cleaning the sewer collection system in September of this year. A sewer main break occurred in October on Birch Point Road but was repaired quickly. More cleaning and inspections are planned due to gravel and rock noted in sewer lines.

AUGUSTA
17 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0017
(207) 287-7688 FAX: (207) 287-7826

BANGOR
106 HOGAN ROAD, SUITE 6
BANGOR, MAINE 04401
(207) 941-4570 FAX: (207) 941-4584

PORTLAND
312 CANCO ROAD
PORTLAND, MAINE 04103
(207) 822-6300 FAX: (207) 822-6303

PRESQUE ISLE
1235 CENTRAL DRIVE, SKYWAY PARK
PRESQUE ISLE, MAINE 04769
(207) 764-0477 FAX: (207) 760-3143

Main Plant:

- A number of repairs and replacements have occurred since last January/February at the plant including but not limited to: the repair of the blower supply for #3 blower, the start-up of the North Secondary Clarifier (#2), the South Secondary Clarifier (#1) removed from service for repairs (there is a water leak into the tank that needs to be resolved and the clarifier drive motor needs either rehabbing or replacement), the rebuild of one-half of the #1 Moyno® wasting pump (west side of the pump room) -it still needs more work as it is leaking through a bad seal, a new sodium hypochlorite pump was installed, two chlorine probes were installed (front and end of chlorine contact tank) with new controller in the office, two new bisulfite delivery pumps installed, new ultrasonic flow meter installed (effluent), and a new refrigerated effluent sampler in use that now collects flow-paced samples as required.
- The laboratory has a new Master thermometer (SPER Scientific®) which was calibrated by TMDE (Richmond, ME) in July. The influent sampler thermometer still needs to be calibrated against the Master Thermometer.
- The annual calibrations of the laboratory equipment and instrumentation were done by TMDE in April.
- Revisions to the Laboratory QA/QC Plan are in progress.

Thank-you for all your hard work. It is very much appreciated by the Department. And the best of luck to the Rob Lalli, the new Superintendent in Training.

If you have any questions about this letter or the attached report, please do not hesitate to contact me before December 27, 2019.

Sincerely,



Denise Fournier Behr, Compliance Inspector
Division of Water Quality Management
MEDEP Bureau of Water Quality

Cell: (207) 446-1536/FAX: (207) 287-3435/e-mail: denise.behr@maine.gov

Pc: John O'Connell, Town Manager, Wiscasset
Pam Parker, MEDEP Enforcement
James R. Crowley, MEDEP
File

9a.

<i>MaineDOT Use Only</i>	
TEDOCS #:	_____
CT#:	_____
CSN#:	_____
Program:	_____

MAINE DEPARTMENT OF TRANSPORTATION UTILITY RECEIVABLE AGREEMENT

<i>(MaineDOT Use Only)</i>	
Project Location: <u>Wiscasset</u>	Estimated Agreement Amount: \$ <u>33,175</u>
State WIN #: <u>021843.00</u>	Vendor Customer #: _____
Federal Aid Project #: <u>N/A</u>	Agreement Begin Date: _____
	Forecasted Agreement End Date: <u>June 30, 2019</u>

THIS AGREEMENT, in duplicate originals entered into the last date signed herein at the end of this agreement, between the **Maine Department of Transportation** (hereafter the "Department") and **Town of Wiscasset**, duly authorized and existing under the Laws of the State of Maine and having an office in the **Town of Wiscasset, County of Lincoln** (the "Utility") (the Department and the Utility are collectively referred to as the "Parties").

1. The Department is implementing a transportation project identified as "STATE WIN: **021843.00** (the "Project") for highway improvements in the **Town of Wiscasset, Lincoln County**;
2. In connection with the Project, the Department has prepared plans and specification for the Project that resulted in the following determination:

X The Department has identified the locations of existing utility facilities owned and maintained by the Utility and lawfully installed within the limits of the public highway right-of-way and the impact limits of the Project that must be relocated to accommodate the Project (the "Affected Facilities");

3. The Affected Facilities consist of lowering/raising 14 Sewer Man Holes to finish grade and replacing 90' of sewer main from S.M.H. Sta. 325+67 Rt. to be teed into the existing sewer main at Sta. 326+-56 Rt. for the Town of Wiscasset;
4. The Utility has prepared and provided to the Department the scope of work necessary for relocating or installing the Affected Utilities (the "Utility Work") and the estimated costs associated therewith, which are outlined in **Appendix A**, attached hereto and made a part hereof. The costs associated with the Utility Work are the sole responsibility of the Utility.

5. The Parties wish to establish a process for including the Utility Work in the Department's construction contract for the Project.

NOW, THEREFORE, the Parties agree as follows:

6. Plans, Specifications and Estimate:

- a. The Utility shall, at its own expense, perform and provide all engineering, design and related services related to the Utility Work necessary to enable the Department and/or its consultant to generate construction plans, specifications and an estimate of material quantities for the Utility Work to be included in the Project contract. The Utility will be responsible for locating and recording the location of all Utility Work, including services and other appurtenances within the Project area. To the extent possible and consistent with laws, practices and policies of the Department and the industry, the Utility Work shall be performed in accordance with the plans and specifications provided by the Utility and, if applicable, the most recent version of the Department's Standard Specifications.
- b. All plans shall be on sheets of the same size used by the Department and be reproducible by black and white printing. Specifications shall be on 8 ½ x 11-inch paper, suitable for binding with the Department's specifications. The estimate of quantities shall be in the form prescribed by the Department. In the event of field changes to the Utility Work, the Utility shall prepare any additional plans and specifications and the Department shall prepare a Project change order and amend this Agreement incorporating any changes therein. All plans and specifications will be marked with the Federal Aid Project Number referenced in this Agreement.
- c. The Utility will provide the Department with the plans, specifications and an updated estimate as described in Appendix A no later than one month prior to the scheduled advertise date for the Project.
- d. The Utility shall be responsible for obtaining a Utility Location Permit from the Department in accordance with Title 35-A M.R.S.A. Chapter 25 and for recording the location of all utilities in a manner and form to be specified by the Department.
- e. **Standard Approach:** The Department will prepare the Project contract documents to include the Utility Work specified in Appendix A. The Utility agrees to have these items included in the Department's Project construction contract. Bidders will be required to bid both the Project work and the Utility Work. The Utility Work will be paid for by the Utility, and any changes that increase the Utility Work estimate or amount will be paid for through a written modification of this agreement approved by both the Utility and the Department.

7. Inspection:

- a. The Utility shall be responsible for providing all engineering and inspection associated with the Utility Work including computing quantities for payment and other incidental and related work unless otherwise stated herein. By the end of each work day, whenever Utility Work is performed, the Utility will provide the Department's on-site representative with an itemized summary of all the Utility Work completed.
- b. The Department shall provide inspection of the quality and compaction of backfill installed in connection with the construction contract, excluding bedding and other special backfills and materials used in the installation of the Utility Work.
- c. If the Utility Work is included in the Project contract pursuant to Section 6.e. above, the Utility agrees to the following:
 - i. Should the Utility find the Project contractor's materials or workmanship to be insufficient in any way, the Utility agrees to inform the Department's on-site representative as soon as possible, but no later than the end of the day in which the problem is identified.
 - ii. As administrator to the construction contract, the Department's on-site representative shall be responsible for authorizing all payments relating to the Utility Work, issuing all directives to the Project's contractor and making the final determination in the event of any disagreements.

8. Ownership of Completed Utilities: Upon completion of the Utility Work the Utility shall assume complete ownership of, and responsibility for, the utility facilities installed in connection with the Utility Work.

9. Claims: The Utility shall be responsible for the prompt review and settlement of any claims arising from or related to the Utility Work or its impact on the Project.

10. Indemnification: The Utility shall indemnify, defend and hold harmless the Department and its officers, employees, agents and assigns, from and against any and all claims, liability or expenses, including but not limited to reasonable attorney's fees and litigation costs (the "Claims"), to the extent such Claims are caused, or alleged to have been caused, by acts or omissions of the Utility or any of its officers, employees, agents, representatives, supervisors, contractors, subcontractors or consultants in connection with the performance of its obligations under this Agreement. Nothing in this Agreement is intended or shall be construed to waive any defense, immunity or limitation of liability that may be available to the Department or the Utility pursuant to the Maine Tort Claims Act (14 M.R.S. § 8101 *et seq.*) or any other privileges or immunities provided by law. The terms outlined in this section shall survive any termination or expiration of this Agreement.

11. **Buy America Requirements:** This agreement is subject to the requirements of Buy America in accordance with Federal Regulation 23 CFR 635.410 Section 1518. Specific requirements are presented in MaineDOT Standard Specification Section 100, Appendix A, Section 3.A., Buy America which are incorporated and made a part hereof by reference.

12. **Subsequent Excavations and/or Installations:** Except in the case of an emergency, the Utility acknowledges and agrees to refrain from applying for a permit for the excavation of the highway within the limits of the Project for a period of at least 5 years following the completion of the Project, and agrees to make all necessary notifications to abutters and occupants of the highway as otherwise required of any municipal government under the provisions of 23 M.R.S.A. § 3351. In all cases, whether an excavation moratorium as described above applies, or as in the case of Light Capital Paving projects where no excavation moratorium applies, the Utility further acknowledges and agrees that all subsequent excavations and/or installations within the right-of-way of the Project limits shall be regulated and controlled in the manner specified by the most recent version of the Department's "*Utility Accommodation Rules*", which are incorporated and made a part hereof by reference. The terms outlined in this section shall survive any termination or expiration of this Agreement.

13. **Non-Appropriation and Termination:** Anything herein to the contrary notwithstanding, the Utility acknowledges and agrees that, although the execution of this Agreement by the Department manifests the Department's intent to honor its terms and to seek funding to fulfill any obligations arising hereunder, by law any such obligations are subject to available budgetary appropriations by the Maine Legislature and, therefore, this Agreement does not create any obligation on behalf of the Department in excess of such appropriations. In the event of unanticipated impacts on the Project, such as, changes in the Project design, or a loss in Project funding, or a delay in advertising or awarding of the contract, the Department may postpone, suspend, abandon or otherwise terminate this Agreement upon thirty (30) days written notice to the Utility and in no event shall any such action be deemed a breach of contract.

14. **Payment:** If the Utility Work is included in the Project contract pursuant to Section 6.e. above, the Utility agrees to reimburse the Department for the full amount of the cost of the utility work. A detailed breakdown of the anticipated cost of the Utility Work is attached hereto and incorporated herein as Appendix A. The Department will issue a final invoice after all the Utility Work is complete, all quantities are verified and any required adjustments have been made. The Department, at its sole discretion, may issue periodic invoices for portions of the Utility Work as it is being completed. The final invoice will include any remaining costs or credits. The Utility shall submit payment to the Department within 30 days from the invoice date.

15. Contact Information:

For the Department:

Name: Mike Barden

Address: Sta. 16 Augusta, Me. 04330

E-mail: mike.barden@maine.gov

Telephone: 207-624-3376

For the Utility:

Name: William (Buck) Rines

Address: 69 Water Str. Wiscasset, Me. 04086

E-mail: wwtp@wiscasset.org

Telephone: 207-882-8222

16. **No Relief of Responsibilities:** Nothing in this agreement is intended, nor shall be interpreted, to relieve the Utility of any responsibilities or duties imposed upon it by law.

17. By entering into this agreement the Town of Wiscasset does not waive or compromise its position that the Project, or elements of it, may not be lawfully constructed without complying with the Wiscasset Historic Preservation Ordinance and the requirements of 23 MRSA sec. 651.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in duplicate on the day and year first above written by its duly authorized representatives.

IN THE PRESENCE OF:

Kathleen A. Onorato

Witness

TOWN OF WISCASSET

By: Marian L. Anderson

Printed Name: MARIAN L. Anderson

Title Town Manager

Duly Authorized

DATE: 2 March 2018

STATE OF MAINE

DEPARTMENT OF TRANSPORTATION

By: _____

Print Name: _____

Project Manager: _____

Duly Authorized

DATE: _____

Witness



MaineDOT Use Only	
TEDOCs #:	1829572
CT#:	DOT0318-38742
CSN#:	38742
Program:	Highway Program

MODIFICATION #1 TO UTILITY AGREEMENT

MaineDOT Program/Division/Office: Highway Program
MaineDOT Contact Person: Mike Barden

<i>(MaineDOT Use Only)</i>	
Project Location: <u>Wiscasset, Rte. 1</u>	Original Agreement Amount: \$ <u>33,175.00</u>
State WIN #: <u>021843.00</u>	Modified Agreement Amount: \$ <u>N/A</u>
Federal Aid Project #: <u>N/A</u>	Vendor Customer #: <u>17A12900</u>

This Modification hereby amends a Utility Agreement that was executed by the Department on 03/02/2018 with the Town of Wiscasset for proposed adjustments to Sewer Manholes for the above referenced project as follows:

1. The Forecasted Agreement End Date has changed from June 30, 2019, to July 15, 2020.

All other terms and conditions of the original Agreement shall remain in effect. The Department and the Town of Wiscasset, by their duly authorized representatives, have executed this modification to said original Agreement on the date last signed below.

TOWN OF WISCASSET

MAINE DEPARTMENT OF TRANSPORTATION

By: J. W. O'Connell
John W. O'Connell, Town Manager

By: [Signature]
~~Ernie Martin, Senior Project Manager~~ Terri Blair Jr
Highway Program

October 29, 2019
Date

10/31/19
Date

001281

Municipal Quitclaim Deed without Covenants

KNOW ALL PERSONS BY THESE PRESENTS THAT the Inhabitants of the Municipality of **WISCASSET** a body, corporate and politic located in LINCOLN County, State of Maine, for consideration paid release to **COLE, HAROLD E. OF PO BOX 310 WOODBURY, CT 06798** a certain parcel of land located at 228 MAIN STREET with buildings thereon, if any, located in the Municipality of WISCASSET, LINCOLN, County, State of Maine, identified as follows:

Map U01-142 on the Tax Maps of the Municipality of WISCASSET, prepared by John E. O'Donnell & Associates and dated April 1, 2018 on file in the Office of the Assessors at 51 Bath Road, Wiscasset, Maine. The Municipality of WISCASSET has acquired its interest in said parcel of land through automatic foreclosure of **PROPERTY TAX LIEN(S)** recorded in the Lincoln County Registry of Deeds as follows:

DATE RECORDED	BOOK/PAGE	DATE RECORDED	BOOK/PAGE
JULY 27, 2016	5033/138		
AUGUST 11, 2017	5167/127		
SEPTEMBER 20, 2018	5306/173		
AUGUST 22, 2019	5422/127		

The said Inhabitants of the Municipality of WISCASSET have caused this instrument to be signed in its corporate name by its Board of Selectmen, duly authorized.

Witness our hands and seals this 7th of JANUARY, 2020 Board of Selectmen, Wiscasset, Maine

Judith R. Colby, Chair

Benjamin L. Rines, Jr.

Jefferson A. Slack

Katharine G. Martin-Savage

Kimberly H. Andersson

STATE OF MAINE
COUNTY OF LINCOLN, ss

7th of JANUARY, 2020

PERSONALLY APPEARED the above named BOARD OF SELECTMEN in his/her capacity as Selectman of the Town of Wiscasset, Maine and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said Town.

MOLLY BONANG, Notary Public
My commission expires: August 29, 2023



U.S. Department
of Transportation
**Federal Aviation
Administration**

New England Region

1200 District Avenue
Burlington, MA 01803

106

December 3, 2019

John W. O'Connell
Town Manager
Town of Wiscasset
51 Bath Road
Wiscasset, ME 04578

Dear Mr. O'Connell:

The land use inspection for Wiscasset Airport (IWI) was held August 8-9, 2019. The purpose of the land use inspection is to ensure that the airport Sponsor is complying with all grant assurances taken under a federal grant.

During the inspection, the airfield and landside facilities were found to be in good standing. An active crack and fill program, and forward looking Capital Improvement Program, keep up with annual maintenance needs and future capital improvements to the airport's pavements. The airport is well maintained.

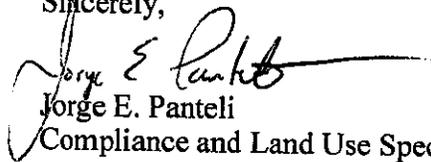
Administratively, several issues were found, the most prominent was leases. The concerns include:

- All leases exceed 49 years, two of which are 100 years.
- One lease was executed for development of a hangar. That hangar was never built.
- One lease provides several acres to develop hangars, only one of which was built.
- A hangar contains a non-aeronautical use. The lease is based on aviation rates.

Given these issues, the airport Sponsor is required to provide a corrective action plan within 30 days of the date of this letter addressing the findings in the inspection report. The corrective action plan should provide a detailed explanation of how the findings will be addressed and a schedule to complete those findings.

If you should have any other questions regarding the inspection, please call Jorge Panteli, Compliance and Land Use Specialist, at (781) 238-7618.

Sincerely,


Jorge E. Panteli
Compliance and Land Use Specialist

CC: Richard Tetrev - IWI
Stacey Haskel - MEDOT
Tim LeSiege - MEDOT
Gail Lattrell - FAA
Ralph Nicosia-Rusin - FAA
Sean Tiney - FAA

LAND USE INSPECTION REPORT
Wiscasset Airport (IWI) – July 8/9, 2019
Federal Aviation Administration, New England Region, Airports Division

Inspection Site Location:

Wiscasset Airport (IWI), Wiscasset, ME

Date of Inspection:

July 8/9, 2019

Purpose:

This inspection is part of the Federal Aviation Administration's (FAA) compliance oversight of federally obligated Commercial Service and General Aviation Airports to assess if airport land uses comply with Federal requirements. The inspection was conducted as per Senate Report No. 106-55, dated May 1999, and per Compliance Guidance Letter 2002-01, dated May 15, 2002, *Regional Land Use Inspections*.

Individuals Conducting Inspection:

- Jorge Panteli, Regional Compliance and Land Use Specialist, New England Regional Office, ANE-600
- John W. O'Connell, Town Manager, Richard Tetrev, Airport Manager

Airport Owner/Operator:

- Owner/Operator – Town of Wiscasset, ME

Airport Master Record:

Based Aircraft: 33 Single Engine – 30 Multi Engine – 2 Jet – 0 Helicopter – 1	Operations: Air Carrier 0 Air Taxi 275 GA Local 3,800 GA Itinerant 3,100 Military 25 Total 7,200
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LAND USE INSPECTION REPORT
Wiscasset Airport (IWI) – July 8/9, 2019
Federal Aviation Administration, New England Region, Airports Division

Airport Federal Obligations:

- National Plan of Integrated Airports System (NPIAS)
- Grant Agreements under Airport Improvement Program (AIP), Federal-Aid Airport Program (FAAP), and Airport Development Aid Program (ADAP)
- Assurance pursuant to Title VI, Civil Rights Act of 1964



Source: Google Earth

manager@wiscasset.org

From: manager@wiscasset.org
Sent: Wednesday, December 11, 2019 2:24 PM
To: 'Panteli, Jorge (FAA)'
Cc: admin@wiscasset.org
Subject: RE: IWI CAP Letter Signed.pdf

Good Afternoon Jorge:

I met this morning with Rick Tetrev, Airport Manager, and Kathy Onorato, my deputy, and we spent some time reviewing your letter and the Wiscasset leases.

Falvey and Muchmore are not meeting the conditions of their leases, so we will bring these to the Board next month to terminate the leases.

Peregrine, as you point out, is non aeronautical so their lease should be adjusted into line with current market leases. The indicated 65 year leases appear to have been an original 20 years lease, plus nine 5 year renewals. We are checking the lease language on these contracts.

We are continuing to review the leases and related documents.

Sincerely,

John

P.S. The year is moving swiftly by so I will take this

John W. O'Connell
Wiscasset Town Manager
Email: manager@wiscasset.org
Phone: 207-882-8200 Ext. 108

From: manager@wiscasset.org <manager@wiscasset.org>
Sent: Tuesday, December 10, 2019 4:11 PM
To: 'Panteli, Jorge (FAA)' <Jorge.Panteli@faa.gov>
Cc: admin@wiscasset.org
Subject: RE: IWI CAP Letter Signed.pdf

Good Afternoon Jorge,

Thank you for your email of last week.

I am meeting with Rick Tetrev, Airport Manager, and my Deputy Kathy Onorato tomorrow morning and believe that we can address most of your concerns promptly.

But I will have a better handle on that in the morning .

Best regards,

John

From: Panteli, Jorge (FAA) <Jorge.Panteli@faa.gov>
Sent: Wednesday, December 4, 2019 11:32 AM
To: John O'Connell <manager@wiscasset.org>; airport@wiscasset.org
Cc: Nicosia-Rusin, Ralph (FAA) <ralph.nicosia-rusin@faa.gov>; Tiney, Sean S (FAA) <Sean.S.Tiney@faa.gov>; LeSiege, Tim <Tim.LeSiege@maine.gov>; Haskell, Stacie <Stacie.Haskell@maine.gov>; Lattrell, Gail (FAA) <gail.lattrell@faa.gov>
Subject: IWI CAP Letter Signed.pdf

Good Morning John. I finally completed the review of the land use inspection. Attached is a letter outlining next steps and a summary of the land use inspection.

The primary area that FAA has concerns are related to the leases. The concerns are:

1. All leases exceed 49 years
2. One lease providing development area for a hangar was never built
3. One lease for land has been partially completed as originally proposed, with no expectation of future development
4. An aeronautical lease for a hangar was given to a non-aeronautical entity, violating the hangar use policy and revenue policy

The one other finding is that the Town did not collect on all revenues due to the airport.

Please review the letter and land use inspection summary and if you have any questions, please let me know.

Jorge E. Panteli
Compliance and Land Use Specialist
Federal Aviation Administration
New England Region
1200 District Avenue
Burlington, MA 01803

T: (781) 238-7618

F: (781) 238-7608

Restorative, Individualization, Achiever, Communication, Arranger

Please follow the FAA on Social Media:

Twitter: @FAANews

Facebook, LinkedIn and YouTube: Federal Aviation Administration

Instagram: FAA

Town of Wiscasset
51 Bath Road
Wiscasset, ME 04578
207-882-8200

12a

NOTICE OF PROPERTY TAX ASSESSMENT REVIEW

12/02/19

Lester P. Locke III
537 Willow Lane
Wiscasset, ME 04578

PROPERTY REVIEWED
Map R02 Lot 23 RE Acct # 228

CURRENT ASSESSED VALUE

Homestead Exemption Value: \$ 0
FINDINGS

After careful review of the assessments of your property, the following determination/ findings have been made:

_____ The assessment is fair and correct. No adjustment will be made.

_____ The assessment is fair and correct. No abatement will be made.

 X An adjustment will be made. The following assessments now apply.

Homestead Exemption Value : \$ 20,000

 X Abatement will be recommended for : **\$ 398.00**

Remarks: Upon further review, homestead exemption was omitted in error. Abatement is recommended. If you have any further questions, please feel free to contact the Wiscasset Assessing office.

Sincerely;



Ellery G. Bane C.M.A.
Assessors Agent
Town of Wiscasset

COPY

Town of Wiscasset
51 Bath Road
Wiscasset, ME 04578
207-882-8200

12b

TAX ABATEMENT

To: Molly Bonang /Tax Collector Vernice Boyce/Treasurer:

We hereby abate taxes in the amount of \$375.20 for the tax year 2017, for property assessed to Lester P Locke III, Map/Lot R02-023, 537 Willow Lane, acct # 228. Homestead exemption removed in error.

Given unto our hands this day _____ of _____, 2020

Wiscasset Board of Selectmen

Judith R. Colby

Benjamin L. Rines, Jr.

Kimberly Andersson

Jefferson Slack

Katharine Martin-Savage

COPY

12-30-19

Dear Chair person:

I need to have the Homesteader act for 2017, corrected, on the 7th of Jan.

You will need to forward the corrected information to:

Freedommortgage Company

email: customer care@freedommortgage.com

Subj: Line: Acct. #

Fax: 1-817-826-0410

acct. # on all sheets faxed

Please mail this corrected information to me at my one and only address.

537 Willow Lane

Wiscasset, ME 04578

Thank you,
Roxanna M. Locke

on mortgage:
Lester P. Locke III

Freedommortgage

Tax abatement for 2017 and
2018

email: customer.care@freedommortgage.com
Subj: Acct #

Fax: 1-817-826-0410

Each page needs acct. # written
on it.

Per Erica - freedommortgage tax
department