

3a

WISCASSET SELECTBOARD,
TAX ASSESSORS AND OVERSEERS OF THE POOR
NOVEMBER 21, 2023
IN PERSON AND VIA ZOOM

Present: James Andretta, Pam Dunning, Terry Heller (via Zoom), Bill Maloney, Chair Sarah Whitfield, and Town Manager Dennis Simmons

The chair called the meeting to order at 6 p.m.

1. Pledge of Allegiance

Pam Dunning moved to add 10 c, d, and e to No. 10 New Business (sale of firetruck and ambulance, and taproom on Main Street). Vote 5-0-0

2. Approval of Treasurer's Warrants

a. James Andretta moved to approve the payroll warrants of November 10, FY 24 and November 17, FY 24. Vote 5-0-0.

b. James Andretta moved to approve the accounts payable warrants of November 14, FY 24 and November 21, FY 24. Vote 5-0-0.

3. Approval of Minutes

James Andretta moved to approve the minutes of November 7, 2023. Vote 5-0-0.

4. Special Presentations or Awards -none

5. Committee Appointments/Resignations – none

6. Public Hearings

a. Liquor License for Barnhouse Grill & Pub, Inc. 690 Bath Road. James Andretta moved to open the public hearing at 6:06 p.m. Vote 5-0-0. There was no discussion. Bill Maloney moved to close the public hearing at 6:06 p.m. Vote 5-0-0. Pam Dunning moved to approve a liquor license for Barnhouse Grill & Pub, 690 Bath Road. Vote 5-0-0.

7. Public Comment on Non-agenda Items

Kim Dolce spoke on the August 15 Future of the Schools meeting and the lack of follow-through on the options by the committee such as exploring the viability of consolidating pre-K to 8 in one building and allowing high school students to determine which school they would like to attend. Sarah Whitfield, liaison to the committee, said the committee's work was important especially in view of the meeting in Boothbay on schools (to which Wiscasset was not invited) as Boothbay voters had turned down two school expansion referenda. She will respond to Dolce's concerns.

8. Department Head or Committee Chair

- a. Monthly Reports - attached
- b. Monthly Financials
 - HM Payson
 - Year to Date Revenue Expense Report

9. Unfinished Business

- a. Wawenock Block Updates

Dennis Simmons said he had received that morning an email from Sandra Guay who reported that the new mason hired to finalize the work on the Wawenock building estimated eight to ten work weeks to finish the masonry, weather permitting, ending prior to the end of March 2024. Simmons had replied.

10. New Business

a. **Bill Maloney moved to execute the municipal quitclaim deed for Leanita M. Perry and Patrick W. Perry for Map R02-018-B. Vote 5-0-0.**

b. Adoption of the revised policy on lien-acquired property. Dennis Simmon said that according to a recent Supreme Court ruling, a municipality cannot sell tax-acquired property without transferring any balance back to the owner. **Bill Maloney moved to approve adoption of renewed policy on lien-acquired property. Vote 5-0-0.**

c. Sale of old ambulance: Dennis Simmons said the 2013 ambulance with mileage of 103,000 had mechanical problems and corrosion. He recommended accepting an offer from Sugarloaf for \$10,000. **Bill Maloney moved to sell the used ambulance to Sugarloaf Ambulance for \$10,000. Vote 5-0-0.**

d. Sale of 1994 Firetruck: Simmons said he had received what he considered a fair offer of \$35,000 for the 1994 fire truck. He said it was hard to get parts for it and it would not sticker. **James Andretta moved to approve the sale of the 1994 tanker truck for \$35,000 to Sugarloaf. Vote 5-0-0.**

e. Aekeir Taproom on Main Street: The owners are planning to open a taproom and, because property owners within 250 feet must be notified of the application, the town had received notice. There were no objections from the board.

11. Assessor's Business

a. **Bill Maloney moved to approve the tax abatement for Brandon Shea, 308 West Alna Road, Map R05, Lot 47- A01 RE Acct 1956 for \$30.68. Vote 5-0-0.**

b. **Bill Malone moved to approve the tax abatement for Joshua Morris, 355 Canaan Road, Clinton, ME, Map R03, Lot 064-ON RE Acct #2734 for \$796.00. Vote 5-0-0.**

c. **Bill Maloney moved to approve the tax abatement for Everett W. Johnston, 285 Birch Point Road, Map R07, Lot 039-15, RE Acct #2782 for \$908.44. Vote 5-0-0.**

d. **Bill Maloney moved to approve the tax abatement for Victoria J. Hugo-Vidal, 69 Fowle Hill Road, Map R05, Lot 39 RE Acct # 613 for \$11.93. Vote 5-0-0.**

e. **Bill Maloney moved to approve the tax abatement for Michael and Wurui Dunn, P. O. Box 1551, Map U01, Lot 049 RE Acct #1182 for \$426.18. Vote 5-0-0.**

f. **Bill Maloney moved to approve the tax supplement for Maine Strategic Housing, LLC for Map R04, Lot 2-28 RE Acct #45 for \$458.56. Vote 5-0-0.**

g. **James Andretta moved to approve the tax abatement for Paul Harris & Melanie Burns. Personal property Acct #60 for \$146.60. Vote 5-0-0.**

h. **James Andretta moved to approve the personal property abatement for Wells Fargo, P. O. Box 36200 Billings Mt. Acct #362 for \$17.05. Vote 5-0-0.**

12. Town Manager's Report

Town Manager Dennis Simmons has been working with Olver Associates on the wastewater treatment plant funding and spending time bringing Aaron Chrostowsky up to date on town matters and the property list. Simmons will be looking at the logging potential on the Ferry Road property.

Simmons will also meeting with Maryellen Barnes and Emily Rabbe to discuss Emily's contract and Emily's duties, some of which Aaron Chrostowsky will be undertaking.

Summarizing the discussion on the Wastewater Treatment Plant, Simmons said the board was not in favor of the seawall alternative because of the potential future loss of funding. Mason Station was also discussed but not taken off the table. Simmons said Olver was in favor of using the Public Works garage location which would require building a new garage. The possibility of a water and sewer utility district was tabled.

A visit to the Oxford Wastewater Treatment Plant is scheduled for December 11 for those wishing to attend.

13. Other Board Business

Sarah Whitfield recused herself. At 6:35, **Bill Maloney moved to enter Executive Session pursuant to 1 M.R.S.A. §405 (6)(A). Vote 4-0-0. Pam Dunning moved to exit Executive Session at 6:53 p.m. Vote 4-0-0.**

14. Adjournment

Pam Dunning moved to adjourn the meeting at 6:53 p.m. Vote 4-0-0.

After the executive session, the following was received from Vice Chair Bill Maloney:

Prior to the meeting, Dennis had requested that the department heads evaluate his performance and management and forward that information directly to the Board. The Board considered those comments in conjunction with their own and provided feedback on areas that are going well and areas that could

use some improvement. Overall, the evaluation was very positive, and the Board is pleased with Dennis' performance.

Prior to discussing a salary increase, Dennis announced that he is not seeking one. He received a substantial increase last year like the increase union employees received. However, their increase was spread over a period of a few years. He wished to be treated in a similar way. **This demonstrates the thought, care, and dedication that Dennis puts into his job. The Town of Wiscasset and the welfare of its citizens are obviously important to him.**

Dennis L Simmons

From: Cassandra Rose <rose.cassandra@gmail.com>
Sent: Thursday, November 16, 2023 8:33 PM
To: Dennis L Simmons; rplourde@wiscasset.org
Cc: Colleen Hendricks
Subject: WCAT resignation

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Hi Dennis and Robin,

Colleen Hendricks (CC'd) has let me know that she needs to resign from the Climate Action Team. Colleen, thank you so much for your service on the committee, you will be missed and I hope we'll still get to hear from you on climate occasionally!

Warm regards,
Cassy

Dennis L Simmons

From: Tom Joyce <tomjoyce1964@gmail.com>
Sent: Thursday, October 19, 2023 9:16 AM
To: Dennis Simmons
Subject: Motion approved by Budget Committee

96

Motion:

“The Budget committee supports moving forward aggressively with Johnson Controls, Inc. on a comprehensive agreement to upgrade the Town’s energy infrastructure, in all major buildings, focusing on renewable technologies, to significantly reduce costs. We support a ballot measure in March 2024 to get approval for an amount up to \$75K to be made available for Phase 1 costs in the event those funds are needed. We recommend seeking out one or two other vendors for alternate proposals if other vendors with similar capabilities can be identified and can respond in the next few months.”

Approved 6 - 0

Wiscasset Climate Action Team Meeting Summary - Remarks to Budget Committee, October 18, 2023

Good afternoon, I am Dr. Cassaundra Rose, the chairperson of Wiscasset's Climate Action Team (WCAT). I am a proud Wiscasset resident, a climate scientist by training, and the former Maine Climate Council coordinator in the Governor's Office; in my day job, I work on climate and clean energy policy and helping states take action on climate change. I am sorry to not be able to join you in person today alongside my colleagues from the committee but wanted to share a high-level report from WCAT's discussion of the Johnson Control energy efficiency upgrades proposal on Monday. We're Wiscasset's newest ad hoc committee, and were convened earlier this year by the town to help advise on climate change as well as enroll in the Maine Community Resilience Partnership, a state program that helps communities reduce emissions and prepare for the effects of climate change through direct support and grants of up to \$50,000.

The primary objective of WCAT is to help our community plan for the many impacts of climate change, like increasingly extreme weather, heat waves, rising sea levels, and public health issues. WCAT will also help advise the town to undertake projects aimed at adapting to these changes and reducing our contribution to climate change.

In our discussion on Monday, our members agreed wholeheartedly and strongly recommend that the town should lead by example by planning to make energy efficiency, renewable energy, and municipal fleet improvements now. These improvements would not only save the taxpayers money by lowering the energy used in buildings like the town office, Community Center, and our schools, but they would also contribute to helping Wiscasset adapt to extreme temperatures like the devastating heat waves that have hit many areas of our country this summer and last, as well as contribute to Maine's climate goals. There are extremely abundant state and federal funding opportunities right now that would help defray the overall costs of making these improvements, for example federal tax incentives, rebates and technical assistance from Efficiency Maine, the Governor's Energy Office, US EPA electric school bus funding, etc. The State of Maine is prioritizing help and funding to towns around Maine to make improvements exactly like those proposed by Johnson Control, with millions of dollars in funding expected to flow to our state very soon from recently passed federal legislation like the Inflation Reduction Act and Bipartisan Infrastructure Law.

WCAT members agreed on several recommendations for the JCI proposal and any energy efficiency and renewable energy projects that the town considered:

- Prioritize electrification of heating and cooling - resulting in lower greenhouse gas emissions and provides cooling (e.g., pellet boilers will not provide cooling, a critical need with our warming climate). Installing heat pumps that provide energy-efficient heating and cooling would allow the town to respond to climate emergencies like increasingly frequent extreme temperatures (heat/cold) - providing substantial co-benefits for the cost of installation such as avoided heat illness and death in our community.
 - School cancellations due to heat in fall/spring, cold in winter would be alleviated with heat pump installations

- The town could establish the Community Center as a community warming/cooling center during extreme heat emergencies, a critical need with our warming climate
- Generally prioritize climate considerations in project planning, e.g., resilience to climate impacts, preserving existing forest when considering solar siting, etc.
- Making municipal and school buildings electric vehicle (EV) charging ready - help support community and municipal EV adoption, a major goal of the state climate action plan and another source of long-term savings
- Consider including a municipal fleet audit alongside the town energy audit to transition to more efficient electric vehicles, with lower lifetime capital costs and lower greenhouse gas emissions

WCAT members concluded in our discussion that there may be benefits to the town to entertain a competitive bid process for an energy audit, solar upgrades and planning. We also felt that the town could request plans that propose upgrades that happen in phases, if that improves the financial feasibility of projects, e.g., improvements to the Wiscasset Community Center first, followed by other phases. The National Association of Energy Service Companies' directory of preferred partners (recommended by the U.S. Department of Energy), as well as other Maine towns, can provide a list of potential contractors. (In an aside, Johnson Control is listed in the directory that I just mentioned.) WCAT members still had several questions about the Johnson Control proposal at the end of our discussion, which I will let my colleagues share in person.

Thank you very much for allowing me to share the results of our discussion today. WCAT and I are happy to help the town connect to any state resources that might be of interest. A list of links to resources that I think would help the committee and town develop any efficiency upgrade projects, for example Efficiency Maine's free consultations for municipalities program.

Please feel free to reach out at any time and I look forward to hearing how today's discussion goes.

Best regards,

Cassandra Rose

Resources that can help our town plan to improve energy efficiency and undertake related projects:

- Efficiency Maine resources for municipalities - free consultations are available for towns to get advice for considering energy efficiency upgrades and municipal fleet transitions
- Governor's Energy Office federal funding planning (upcoming opportunities)
- U.S. EPA Clean School Bus Program - applications due in January 2024 for competitive grants (Wiscasset may qualify for 100% funding for a bus and electric charging infrastructure)

- Maine Clean School Bus Program assists schools with applications to the EPA program
- U.S. Department of Energy - Energy Saving Performance Contracting State and Local Solutions Center
- Maine Community Resilience Partnership
 - Recent grant awards with examples of Maine towns undertaking similar projects - we can ask the Maine Governor's Office to help connect us to other towns to ask about details

**PROJECT DEVELOPMENT AGREEMENT
BETWEEN**

**Town of Wiscasset
51 Bath Road
Wiscasset, ME, 04578**

AND

**Johnson Controls
915 Holt Avenue #7
Manchester, NH, 03109**

The purpose of this Project Development Agreement (PDA) is to confirm the intent of Johnson Controls (JCI) and the Customer named above to develop scope for an energy project that may include a guarantee of energy savings. This agreement will provide the basis of the scope of the PDA, the obligations of both parties, the financial metrics to be met, the intended outcomes and timeline.

1. Scope of Services

It is the Parties' mutual understanding this Project Development Agreement outlines the responsibilities of both parties: JCI will develop the below listed scopes and services:

- a. Johnson Controls will construct a Detailed Energy Audit (DEA) report for the development of a guaranteed energy savings project for the properties listed below. The goal will be to identify and demonstrate Facility Improvement Measures (FIMs) that fund themselves out of energy and/or operational cost avoidance savings.

Building	Address
Wiscasset Town Offices	51 Bath Rd, Wiscasset ME 04578
Wiscasset Community Center	242 Gardiner Rd, Wiscasset ME 04578
Wiscasset Public Works	42 Hodge St, Wiscasset ME 04578
Transfer Station	97 Fowle Hill Rd, Wiscasset ME 04578
Wastewater Treatment Plant	69 Water St, Wiscasset ME 04578
Wiscasset Municipal Airport	Chewonki Neck Rd, Wiscasset ME 04578
Wiscasset Middle High School	272 Gardiner Rd, Wiscasset ME 04578
Wiscasset Elementary School	83 Federal St, Wiscasset ME 04578

- b. JCI study will be conducted utilizing the most recent 12+ months of utility consumption data, generally covering the period of 2022-2023. JCI reserves the right to utilize a different baseline period that reflects the more typical use of facilities as necessary.
- c. Procurement - Village of Wiscasset selected Johnson Controls to provide this development agreement through unanimous votes to approve and proceed from the Selectboard meeting dated July 18th, 2023, and Budget and Energy Committees dated September 27, 2023. Upon presentation of the implementation agreement Town of Wiscasset will hold a public vote to ratify.

2. Development Schedule

It is the intent and commitment of all parties identified in this Agreement to work diligently, and cause others to work diligently under their direction to achieve the Milestone Schedule identified herein:

Milestone*	Completion Date
Governing Board or Authorized Representative executes Project Development Agreement	12/2023
JCI Commences on-site audits	12/2023
JCI and Customer review preliminary findings	4/2024
JCI makes binding offer to Customer	5/2024
Selectboard presents project for public vote	5/2024
Project Financing and Contract executed	6/2024

*These milestones may be modified by subsequent work plans mutually agreed upon by both parties.

3. Deliverables

- a. Upon completion of the project development, JCI shall deliver to the Customer a baseline Detailed Energy Audit (DEA) report for the locations listed in paragraph 1. The contents of DEA will comprise of the following:
 - i. A general executive summary of the project
 - ii. A utility analysis of each site to determine baseline usage and current utility rates.
 - iii. A written description of each proposed measure to be implemented for each location.
 - iv. A financial pro forma cash flow documenting the proposed project. The pro forma will include applicable annual costs and savings that affect the project outcome such as financing, energy, water, sewer, labor, maintenance including operational cost avoidance.
 - v. A preliminary schedule for implementation of the project.
 - vi. A summary of the energy savings plan, including proposed Measurement and Verification protocols, adhering to the 2016 International Performance Measurement and Verification Protocol (IPMVP) using Option A, B, C, or D for each Facility Improvement Measure (FIM).
- b. Upon approval from customer during project review of preliminary findings, JCI will provide a firm offer to implement the project with a positive cash flow.

4. Customer Priority Facility Improvement Measures

JCI will develop energy savings project measures to address Town of Wiscasset's facility needs as assessed. Customer priority Facilities Improvement Measures (FIM's) will be determined via meeting with project stakeholders to determine priority.

5. Records and Data

During the project development, the Customer will furnish to JCI upon its request within a reasonable timeframe, accurate and complete data concerning current: equipment performance data if available; costs; budgets; facilities requirements; future projected loads; facility operating requirements; collective bargaining agreements; etc.

6. Preparation of Implementation Contract

JCI will develop the framework of the subsequent Implementation Agreement and the Financing Agreement if applicable. JCI and Customer shall work diligently during the project development to complete and populate contract documents. The form of the documents will vary depending on Customer requirements, ME state statute where applicable, and JCI requirements, but where prudent shall utilize JCI standard documents.

7. Project Development Cost and Payment Terms

JCI will provide project development services identified here in at no cost to the Town of Wiscasset. While JCI usually reserves the right to recoup a portion or all of development costs should the Customer not engage in the implementation Contract, JCI provides this exception as a one-time only example of the value JCI places on its partnership with the Town of Wiscasset.

Upon completion of all Deliverables, Customer will seek to enter into an implementation Contract (outlined in Paragraph 6) within 30 days. Costs for project development shall be transferred to the total cost of the implementation Contract and be subject to the payment terms outlined therein.

8. Indemnity

JCI and the Customer agree that JCI shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of JCI. To the extent permitted by law, JCI and the Customer agree to indemnify and to hold each other, including their officers, agents, directors, and employees, harmless from all claims, demands, or suits of any kind, including all legal costs and attorney's fees, resulting from the intentional misconduct of their employees or any negligent act or omission by their employees or agents. Neither JCI nor the Customer will be responsible to the other for any special, indirect, or consequential damages.

9. Disputes

If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve the dispute by negotiation. All disputes not resolved by negotiation shall be resolved in accordance with the Commercial Rules of the American Arbitration Association in effect at the time, except as modified herein. All disputes shall be decided by a single arbitrator. A decision shall be rendered by the arbitrator no later than nine months after the demand for arbitration is filed, and the arbitrator shall state in writing the factual and legal basis for the award. No discovery shall be permitted. The arbitrator shall issue a scheduling order that shall not be modified except by the mutual agreement of the parties. Judgment may be entered upon the award in the highest State or Federal court having jurisdiction over the matter. The prevailing party shall recover all costs, including attorney's fees, incurred as a result of this dispute.

10. Confidentiality

This agreement creates a confidential relationship between JCI and Customer. Both parties acknowledge that while performing this Agreement, each will have access to confidential information, including but not limited to systems, services or planned services, suppliers, data, financial information, computer software, processes, methods, knowledge, ideas, marketing promotions, current or planned activities, research, development, and other information relating to the other party ("Proprietary Information"). Except as authorized in writing both parties agree to keep all Proprietary Information confidential. JCI may only make copies of Proprietary Information necessary for performing its services. Upon cessation of services, termination, or expiration of this Agreement, or upon either party's request, whichever is earlier, both parties will return all such information and all documents, data and other materials in their control that contain or relate to such Proprietary Information.

JCI and Customer understand that this is a confidential project and agree to keep and maintain confidentiality regarding its undertaking of this project. JCI shall coordinate its services only through the designated Customer representative and shall provide information regarding this project to only those persons approved by Customer. JCI will be notified in writing of any changes in the designated Customer representative.

11. Miscellaneous Provisions

This Agreement cannot be assigned by either party without the prior written consent of the other party. This Agreement is the entire Agreement between JCI and the Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between JCI and the Customer. Any change or modification to this Agreement will not be effective unless made in writing. This written instrument must specifically indicate that it is an amendment, change, or modification to this Agreement.

This document represents the business intent of both parties and should be executed by the parties who would ultimately be signatory to a final agreement.

JOHNSON CONTROLS, INC.	TOWN OF WISCASSET
By	By
Signature	Signature
Title	Title
Date	Date

Dennis L Simmons

From: Joan Barnes <joanbarnes25@gmail.com>
Sent: Wednesday, November 15, 2023 8:21 AM
To: manager@wiscasset.org
Subject: New Committee

10a

Good Morning Dennis -

David Pope and I have been discussing forming a committee for the trails behind the Community Center and across the street to include the Shea property for some time now. We have found folks who are interested enough to want to form a committee.

Kindly advise if the wording needs to be different, if we need a mission statement, etc. We ask you to present the below statement to the Board to see if the town would be interested in recognizing us?

Thank you -

Joan Barnes
882-6291

We the undersigned wish to form a town sanctioned committee for the maintenance and upkeep of the trails from Willow Lane to Gardiner Road (town property & NEFF), including the trails behind the Superintendent's office/ball field (Shea property).

Tom Eichler
Nicky Sontag
Sarah Loud
Emily Bell-Hoerth
Joan Barnes
David Pope
Dan Sortwell

10d

2023 – 2024 WISCASSET PLANNING SERVICES

1. Assistance to the Planning Board, the Ordinance Review Committee, the Code Enforcement Officer (CEO), and Town Manager with Site Plan and Subdivision applications and ordinance support.

\$18,000

2. Assistance, as needed, to the Planning Board, Select Board, Town Manager, or Economic Development Director on specific projects when land-use planning technical guidance is required.

\$6,000

3. Assistance to the Town's Comprehensive Planning Committee on updating Wiscasset's Comprehensive Plan. Such assistance includes, answering questions from the Committee Chair related to process and/or State requirements; assisting with development of the future land use chapter; and guidance for development of the public workshop(s).

\$5,000

Total Contract: \$29,000

Billing rates, based on actual hours worked: Executive Director, \$65 per hour; Land Use Specialist, \$57 per hour; County Planner, \$57 per hour; Assistant County Planner, \$54 per hour; Intern, \$25 per hour.

**Renewal of Professional Planning Services Contract between
The Town of Wiscasset and Lincoln County**

Effective December 15, 2023 to June 30, 2024

This Agreement, made this ____ day of December 2023, is by and between the Commissioners of the County of Lincoln, hereinafter called "Commissioners" and the Town of Wiscasset, for the period of December 15, 2023 to June 30, 2024.

Specifications of the Work to be Performed

The work to be performed is specified in the attached document, titled "2023-2024 Wiscasset Planning Services" (herein referred to as the "attached plan"). Work will be completed by employees of the Lincoln County Regional Planning Commission (herein referred to as "LCRPC").

Project Budget

The total project shall be as specified in the attached plan. The rate of compensation shall be \$57.00 per hour.

Method of Payment

The Town shall pay Lincoln County for tasks and related work products as specified in this Agreement up to the total project budget. Should revisions to the work effort or re-allocation of the budget within the listed tasks be necessary or desirable, the Wiscasset Town Manager shall submit such request in writing, which will be agreed upon by both parties.

The County will invoice the Town quarterly for work completed. Such invoices shall include detail on the work activities completed during the billing period. The Town agrees to process such requests for payment within 30 days of receipt of invoice.

Termination

Either party may terminate this Agreement without cause with at least 30 days' notice given to the other party in writing by regular mail, posted to the address of the parties set forth in this agreement.

Commissioners of the County of Lincoln

By: William Blodgett, Chair, Board of County Commissioners

And

Town of Wiscasset

By: Dennis Simmons, Town Manager

10e

Tuesday, November 28, 2023

Wiscasset Selectboard Members, Town Manager, Treasurer;

I have exhausted many attempts including numerous mailings (certified at \$8.53 each and regular mail) for the collection of personal properties with out much success. We have surpassed the allotted time frame to take some of these to small claims court, which in the long run would probably accrue more costs then if the accounts were to be written off as non-collectable debt. There is no guarantee that the tax payer will show up to the court hearing and/or follow the judgement. Some of these accounts are outstanding from prior to my tenure here at the Town of Wiscasset as the Tax Collector. *Reminders sent on 09/07/2023, in attempt to collect on the longer outstanding accounts, and follow up on the most recent past due accounts. Please see all supporting documentation provided.

272 - 277 Bath Road LLC – I have mailed certified letters to the past owners (Santos, to the business address and home address, was not signed for, letters were returned. (INITIAL OWNER PASSED AWAY 01/27/2021) Reminder 09/07/2023

72 – Element Financial – have not received any mailings back, no response.

371 – Beelicious – Appears to have gone out of business (unknown when)

79 – Lammle, David – 2014 to present – Garage (believed to be out of business) 11/23/2018

227 – Lighthouse Lobster Shack - numerous changes of ownership, last owner states that they will not pay (2016 to current) – out of business

370 – Mobile Mini – Ryan Tax LLC no longer has any affiliation with this company, unknown where the steel containers are or if they are still in town.

299 – Northern Leasing – (believed to be out of business and has numerous lawsuits filed against them)

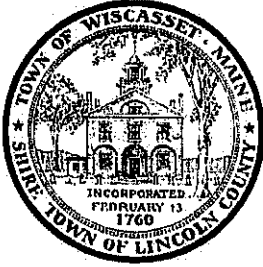
382 – NLS (noted as the same company as above)

246 – George & Samantha Humphrey – Business closed and moved out of Wiscasset.

60 – Paul Harris & Melanie Burns – Business Closed

324 – Dr. Catherine Bunin-Stephenson – Have sent numerous certified mailings to Vinalhaven & Bath addresses that were last on file and current people search on line, all have come back unclaimed or return to sender. Finally found an address in Knox County ME, tried to serve for small claims court, was advised with returned reply from Knox Sheriff's office that they were not able to serve as client was on a boat headed from the Caribbean for the winter. Statue of limitations has expired on 10/26/2023.

Respectively reported by: Sue Anderson (Tax Collector of the Town of Wiscasset)



Town of Wiscasset

Office of the Town Manager

December 5, 2023

To: Wiscasset Select Board

Ref: Town Manager's Report

As of the writing of this report, I do not have an update on Wawenock Block. I will pass along whatever subsequently comes in.

At your July 18, 2023 meeting, the Board authorized me to work with Johnson Controls on a Project Development Agreement to perform a Detailed Energy Audit for the development of a guaranteed energy savings project for all town owned facilities. Because this project involved a potential appropriation of funds, it was given to the Budget Committee for review. The BC met with JCI and considered their proposal and after careful consideration voted unanimously to "aggressively" move forward with Johnson Controls. The WCAT also reviewed the proposal positively (see memos in supporting documents) Both did recommend seeking proposals from other companies. I did reach out to Louie Turcotte, City of Lewiston's Director of Buildings. They did an RFP in 2021 for a similar project. Mr. Turcotte was very informative and happy to share his experience with the entire process, which he described as frustrating. They received four responses to their RFP. They asked each company to make a presentation. One of the four did not show up (after repeated attempts from Mr. Turcotte to contact them). Of the three remaining presentations, Mr. Turcotte stated that JCI's presentation and proposal was far above the others. I did reach out to the several other companies, including the other three that submitted proposals to Lewiston. Only one other company, Trane, got back to me. They proposed a similar development agreement to JCI. One of the issues that we all had with this was the "break up" fee of \$75,000 that JCI had in their proposal (meaning if they developed the project and we decided not to move forward with it, we would have to pay for the work that was done). The Trane proposal had a fee of less than half of that amount. JCI came back with a counter offer, they would perform the services and waive the fee. I am recommending that the Board authorize me to enter into the JCI Project Development Agreement.

36 MRSA §760-A authorizes the municipal officers to discharge tax collectors from any obligation to collect personal property taxes that are determined to be too small or too burdensome to economically collect and to authorize the treasurer to remove those taxes from the municipal books. Sue has worked tirelessly to collect the listed accounts. Some predate her employment here and are past the statutory deadline for legal action, others have gone out of business and did not notify the town and some are just too small to continue to pay the certified mail fee and put the time into. Sue is asking the Board to discharge her from further efforts to collect these accounts.

Old Ferry Road bids were due Thursday November 30th. Several contractors did procure bid packages for the project, but none returned with a bid. We will contact each of them to see why they declined to bid.

Christmas Eve is a half-day town holiday. This year it falls on a Sunday, which would normally mean town employees who are off on Sunday would receive a Monday holiday. Of course, the Christmas holiday is Monday. To alleviate this dilemma, I am asking the Board to declare Dec 21st the Christmas Eve holiday

The last couple of winters I have had discussions with Public Works Director Snowden and a couple of PW employees, Chief Hesseltine, and several residents and business owners regarding the overnight parking ban from 12:00 AM to 6 AM Nov 15th – April 15th. Most of us seem to agree that the ban is overly restrictive, at times is an enforcement issue for the PD, and not beneficial in the long run. It seems a more sensible approach would be to ban parking as needed around snow events. The PW Director, in consultation with the Chief and Town Manager would declare a “parking ban” based on the weather forecast and its timing. I am asking you to consider amending the current policy.

We have been behind on renewing our contract with the Lincoln County Planning Commission. This year the contract activities are pared back some, as some duties have been assumed by our new Economic Development Director. LCRPC will still be providing technical planning assistance to the Planning Board, ORC, CEO and Town Manager through the contracted Planner, as well as continuing to provide support to the Comp Plan Committee. In anticipation of some more economic development activity, we did increase the hours for technical support in that line. Based on our initial couple of weeks with Aaron, we will need that assistance. He has hit the ground running and the response has been very encouraging.

Wiscasset ordinance Article I Town Officials section 2.7 requires that the Budget Committee and Select Board meet at least once every year between Annual Town Meeting and December 15th to determine the adequacy of appropriated funds and other revenue for the current year departmental operations. The Budget Committee will be joining us during our meeting for this purpose. I will provide financial data through Nov 30th at the meeting.

We did receive word from Simon Thorne of Consolidated/Fidium that the grant we submitted for the expansion of broadband was not successful. I do have a meeting scheduled with Evan Goodkowsky on Monday to discuss possible next steps. I thank the Broadband Committee for all of the hard work they put into this proposal.

Public Works and the Transfer Station are now fully staffed.

EMS Chief Bean has now assumed the duties as the town’s Local Health Officer (LHO). I have taken the certification class and will be assisting her.

Midcoast Railservice, who is the lease-operator of the 57-mile Rockland Branch rail corridor that runs through town had hoped to reestablish passenger rail along the route. This summer they ran a couple of excursions, which seemed to be well received. I have been informed that the RDC cars they were planning to use have developed serious mechanical issues and have been sold. Looks like they may be back to trying to entice Amtrak to extend its service along the corridor.