



Town of Boothbay
Office of the Town Manager
James D Chaousis II

To: Board of Selectmen
From: James D Chaousis II
Date: 10/4/2014
Sub: Agenda for 10/8/2014

PLEASE Remember: We have an executive session with our attorney at 5:30 pm

This memo is designed to explain the items on the agenda for the next meeting.

Executive session pursuant to Title 1 M.R.S.A. § 405(6)(E) for consultation with the Town Attorney regarding pending litigation, *Mariner Tower II, LLC v. Town of Boothbay*.

- **Please use the following motion:** I move that the Board enter into executive session pursuant to Title 1 M.R.S.A. § 405(6)(E) for consultation with the Town Attorney regarding pending litigation, *Mariner Tower II, LLC v. Town of Boothbay*.

Public Hearing: Consider General Assistance Ordinance maximums in compliance with Title 22 MRSA § 4305(4) for October 1, 2014 through October 31, 2015

- We have advertised the PH for the adoption of the FY 2015 GA maximums for 7 pm
- The amendments are as follows:
 - [GA Ordinance Maximums 2014](#)

Minutes-

- As attached, [BOS Minutes 9/24/2014](#)

Reports

- My reports will be submitted separately
- [FY 2015 1st Quarter Financial Report](#)

OLD Business

- **B-BBH CSD Trustees Meeting**
 - Hopefully I will have more to report by meeting time
- **Post Office Right of First Refusal**
 - The Town of Boothbay obtained a right of first refusal from the owner of the Boothbay Post Office in September 2010. This was merely months before I has hired as Town Manager.
 - The agreement is attached: [Weaver RFR 9-27-2017](#)
 - Paul Weaver, owner of the building and Post Office Contract, has asked the Town if they would like to exercise their option. He is liquidating that asset but recognizes that the town may need time to answer his request.
 - He has stated that he is willing to set the appraised value at the assessed value to save time and money. Attached is the tax account according to our records: [Account 1678](#)
 - There are many positives and negatives that the Selectmen must consider but I wanted to impress the option of asking Town Meeting in November is viable for a very short window.
 - The Selectmen requested some additional information at the last meeting:
 - Does the lease have an extension clause?



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- The lease is attached and not extendable without agreement by both parties.
[Weaver-USPS Lease](#)
- Will the USPS start negotiation on a new lease now?
 - Yes, but the negotiation would be with the current owner. Mr. Weaver and I have discussed starting this. As long as the Town doesn't object to any of the terms of the lease negotiation, this should be fine.
- Will Mr. Weaver honor the timeline of executing the RFR for May 2015 Town Meeting?
 - Mr. Weaver stated that he is ok with that as long as the town is sincere in its interest to execute the RFR.

NEW BUSINESS

There is no new business scheduled for Wednesday's meeting

Executive Session pursuant 1 MRSA § 405(6)(A) Personnel Performance Evaluations

JDC