

WISCASSET BOARD OF SELECTMEN,
BOARD OF ASSESSORS AND OVERSEERS OF THE POOR
AUGUST 18, 2015

Preliminary Minutes

Tape recorded meeting

Present: David Cherry, Vice Chair Judy Flanagan, Chair Ben Rines, Jr., Jeff Slack and Town Manager Marian Anderson

1. Call to Order

Chair Ben Rines, Jr., called the meeting to order at 7 p.m.

2. Pledge of Allegiance

3. Public Hearing – none

4. Approval of Minutes

Jeff Slack moved to approve the minutes of August 4, 2015. Vote 4-0-0.

5. Approval of Treasurer's Warrants

**Judy Flanagan moved to approve the Payroll Warrants of August 7 and August 14, 2015. Vote 4-0-0.
Judy Flanagan moved to approve the Accounts Payable Warrants of August 11 and August 18, 2015.
Vote 4-0-0.**

6. Assessors' Business – none

7. Special Presentations and Awards – none

8. Appointments – none

9. Resignations – none

10. Public Comment – none

11. Unfinished Business

A. Federal Street weight limit update and discussion of weight limits on side streets off Federal Street (Hodge, Hooper, Washington, Lincoln, etc.): Ben Rines thanked the DOT Commissioner David Bernhardt for his decision to not lift the weight limits on Federal Street. Judy Flanagan recommended a letter be sent to him expressing the town's appreciation. Ed Kavanaugh reported that letters of support for the town's position was received from Linda Pope, Chris Johnson, residents of Federal Street, Jason Shaw Trucking Company and others. Bill Sutter suggested that the town take over the road to West Alna Road, which would need town and state approval, and that Route 218 be rerouted to West Alna Road. The weight limit and enforcement will be discussed with the state. David Pope thanked Flanagan and Rines for meeting with the Alna selectmen. Town Manager Marian Anderson will write to the commissioner regarding the matters discussed.

B. Bid opening for Transfer Station Bucket Loader: Marian Anderson reported that according to the FAA, the loader purchased for the airport with a grant in 2002 could not be used off site. The following bids were received.

<u>Name</u>	<u>Price</u>	<u>Trade-in</u>	<u>Total Price</u>	<u>10-year lease pmt.</u>
Milton CAT	\$162,700	\$14,000	\$148,700	\$16,783.48
Milton CAT	173,490	14,000	159,490	17,998.99
Nortrax	168,800	20,000	148,800	17,511.51
Nortrax	150,000	20,000	130,000	15,393.46
Nortrax	155,000	20,000	135,000	15,981.81
Nortrax	173,800	20,000	153,800	18,099.86
Beauregard Equipment	154,500	16,750	137,750	17,106.21
Chadwick-BaRoss	143,895	14,100	129,795	15,915.04
Chadwick-BaRoss	169,645	14,100	155,545	19,072.42

Ben Rines, Jr. moved to turn the bids over to Marian Anderson and Ron Lear for consideration. It was noted that although the specifications in the bid package were for one size, several of the bidders had submitted bids on two sizes. In response to Anderson’s question, Rines said if there were no problems Anderson could award the bid. **Vote 4-0-0.** John Perry, Nortrax, urged the manager to peruse the alternate bids carefully, as the specs between two models on which he had bid were very close.

C. Sarah’s Restaurant review of tree removal and street light: Road Commissioner Doug Fowler reported that trees had been trimmed around the power lines and street lights which illuminated the cross walk; he said another light was not needed.

D. Consent to Change of Control of Time Warner Cable: Ben Rines said that Attorney Mary Costigan of Bernstein Shur had advised not signing the document; the agreement with Time Warner had expired last summer and the town will need to negotiate a new contract. **Ben Rines moved that the board decline to sign the Change of Control agreement at this time. Vote 4-0-0.**

E. Lincoln County Healthcare Lease opportunity: Marian Anderson said Lincoln Health was interested in leasing 10 to 12 classrooms on the north end of the school from 12/1/15 to 5/31/16. She said she was not aware that leasing the classrooms to Lincoln Health would affect leasing other space in the building. The board was in favor of leasing the space and Anderson will bring documents to the board for signing.

F. Town Manager’s Evaluation: **Ben Rines moved to offer the manager a 2% cost of living increase. Vote 4-0-0.**

G. Change of Meeting Time: Ben Rines suggested changing the meeting time to an earlier hour on a trial basis. **Rines moved that the board meet at 6 p.m. on September 1. Vote 4-0-0.**

H. Updates: Judy Flanagan asked for updates on the Mason Station Tax issue, on making the sale of Mason Station a priority, and on contacting Lincoln County about a grant for the cleanup of Maine Yankee. Marian Anderson reported she had met with Stuart Smith, Lincoln County Planning Commission. She and staff will be meeting in the future with LCPC and will report to the board. With

regard to Mason Station, Anderson said it was a work in progress and she will have information at the next meeting.

A motion to print meeting documents double-sided failed on a 2-2 vote.

12. New Business

A. Sheepscot Bay Charter School Inception Committee – postponed

B. Review of H. M. Payson: No action was needed. Anderson asked that the board appoint a representative to the Investment Committee before the next meeting. Jeff Slack was reappointed.

13. Department Head or Committee Chair Report: The reports were distributed.

14. Town Manager's Report: Anderson reported that the town had received a dividend check for \$13,455 from MMA.

Anderson invited the board to visit the new playground at the Elementary School and expressed her appreciation for the work the staff had done. In response to Judy Flanagan's question, Doug Fowler said no information had been found about the funds, donated by John Rice, that were to be used for the basketball court.

15. Adjournment

Jeff Slack moved to adjourn. Vote 4-0-0.

STATE OF MAINE
LINCOLN, SS.

SUPERIOR COURT
CIVIL ACTION
Docket No. RE-2014-04

TOWN OF WISCASSET,
Plaintiff,

v.

FERRY ROAD
DEVELOPMENT, LLC,
Defendant.

ORDER ON MOTION FOR
SUMMARY JUDGMENT

Pending before the court are cross-motions for summary judgment on the Plaintiff's complaint and the Defendant's counterclaim concerning the Town's tax lien foreclosure of property of the Defendant. For the reasons stated below, the Plaintiff is entitled to judgment as a matter of law on all claims in this matter. The Plaintiff's motion is GRANTED and the Defendant's Motion is DENIED.

The Defendant raises two issues with the Town's tax lien foreclosure. First, the Defendant argues that an incorrect date of the recording of a tax certificate listed on the Notice of Impending Automatic Foreclosure invalidates the tax foreclosure process. This argument is without merit.

The Notice of Impending Automatic Foreclosure correctly contained all of the information required by 36 M.R.S.A. §943. Though the statute also requires that a notice of impending automatic foreclosure "be substantially" in the form included in §943 and that form includes the date of the lien recording, the text of the statute does not require that the date of the recording of the tax lien be included. The Notice of Impending Automatic Foreclosure used by the Town is substantially in the form included in the statute and correctly included all of the information required by the statute. The critical date - the exact date of the foreclosure - was included in the notice and was correct. It is the foreclosure date that is specifically required by the statute and which is needed for the taxpayer to know when they must pay the amounts due to retain their property. As a result, the Town has complied with all the statutory requirements and a minor typographical error concerning an unimportant date does not invalidate the process¹. See City of Augusta vs. Allen, 438 A.2d 472, 475 (Me. 1981).

The Defendant next argues that the Town has violated the Defendant's right to equal protection because the Town has allowed other prior record owners to repurchase

¹ If a taxpayer has any doubt about the recording of a tax certificate that information can be obtained by consulting the Registry of Deeds.

their property following tax lien foreclosure by paying all the taxes due, but has refused to allow the Defendant to do the same. The Defendant claims that the Town has acted in this manner because it is an out-of-state corporation. The Town concedes that it has allowed other prior owners to repurchase their properties and has refused to allow the Defendant to do so. In support of this decision, the Town has submitted record evidence to show that it refused to allow the property to be repurchased unless all sums due to the Town from the Defendant and other related corporate entities were paid.

Both parties cite to Aucella v. Winslow, 628 A.2d 120 in support of their position. In Aucella, the Law Court discussed application of equal protection in circumstances such as those in this case:

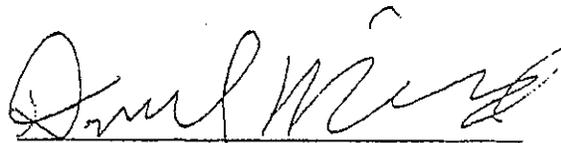
The law of equal protection allows for the unequal enforcement of a law or policy among similarly situated individuals if there is a rational basis for the distinction that is related to a legitimate state purpose. The selective enforcement of a facially neutral policy may provide grounds for an equal protection claim only if there exists "an element of intentional or purposeful discrimination." Nonresidence of a state, town, or locality is not a permissible basis for different treatment of property owners absent a legitimate reason for the distinction.

Id. at 124.

In this case, the Town has come forward with un rebutted, admissible record evidence² that shows that it had a rational basis to treat the Defendant differently from other taxpayers and that the distinction was based on a legitimate governmental purpose – collecting amounts due. Though the Defendant correctly points out that one corporate entity cannot be held liable for the debts and obligations of another, which is not material to the issue here. The record establishes that there is a relationship between three corporate entities, including the Defendant, which owed funds to the Town. Using leverage that a municipality has against one entity in an attempt to recover from a related entity is a rational choice and does not amount to a violation of anyone's constitutional rights.

For these reasons, the Town is entitled to judgment as matter of law. Judgment is entered for the Plaintiff and a decree is entered confirming the Town of Wiscasset's title to the property at issue.

Dated: May 18, 2015


JUSTICE, MAINE SUPERIOR COURT

² Though the Defendant's filings argue that there is a dispute of material fact on this issue, counsel conceded that there was not during oral argument. In any case, this court has concluded that there is no dispute of material fact, simply a dispute regarding which facts are material and the legal conclusion that should be drawn from those facts.

EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

AGENCY: Tim Dunham Realty DATE: November 4, 2014

DISCLOSURE PROVISIONS APPOINTED AGENT:

Agency has a policy of appointing a specific agent(s) (hereinafter "Appointed Agent") within the Agency to represent you. This practice is authorized under Maine State law and is regulated by the Maine Real Estate Commission. The Appointed Agent(s) representing you is/are _____ and holds a

~~Maine real estate license. The Appointed Agent(s) will owe you, the client, fiduciary duties, which include among other things, the obligation not to reveal confidential information obtained from you to other licensees, except the designated broker or the designated broker's designee for the purpose of seeking advice or assistance for your benefit. This Agency may be representing both the Seller and the Buyer in connection with the sale or purchase of real estate. Should the appointed agent named above be unable to fulfill the terms of the brokerage contract, or by agreement between you and the designated broker, another agent from this Agency may be appointed during the term of your brokerage contract with this agency. Appointment of another agent as a new or additional agent does not relieve the agent named above of any fiduciary duties owed to you.~~

Client has read Appointed Agent Disclosure prior to entering into a brokerage contract with Agency, and hereby consents to the appointment to the Agent(s). Yes X No

DISCLOSED DUAL AGENT:

Client(s) acknowledge they have been informed by Agency that the Agency has a policy that permits Disclosed Dual Agency. This practice is authorized under Maine State law and is regulated by the Maine Real Estate Commission. In a transaction where a Buyer Client desires to purchase a Seller Client's listing, Disclosed Dual Agency may arise. In serving as a Disclosed Dual Agent, Agency:

1. represents two clients, the Buyer and the Seller, whose interests are adverse and the agency duties are limited;
2. may disclose to Buyer any information provided by Seller and may disclose to Seller any information provided by Buyer except:
 - the willingness or ability of Seller to accept less than the asking price;
 - the willingness or ability of Buyer to pay more than has been offered;
 - confidential negotiating strategy not disclosed in the sales offer as terms of the sale;
 - the motivation of Seller for selling and the motivation of Buyer for buying.

Client has read and understood the Agreement. Client understands they may choose to consent, or not consent, to Agency serving as a Disclosed Dual Agent. Client hereby voluntarily consents to the Agency and Appointed Agent acting as a Disclosed Dual Agent. X Yes No

In consideration of Agency's agreement to list and promote the sale of (all part of; If 'part of' see explanation or description attached hereto) Seller's property situated in municipality of Wiscasset, County of Lincoln, State of Maine, located at Bath Road and described in deed(s) recorded at said County Registry of Deeds in Book(s) 4249, Page(s) 112, the undersigned as Seller, hereby gives the Agency the exclusive right to sell or exchange said property at a price of \$ 128,000.00, and on the terms herein stated, or at any other price or terms to which Seller may authorize or consent. If, during the term of this agreement, a Buyer is produced who is ready, willing and able to purchase at said price, or any other price or terms to which the Seller may agree, or if the property is sold or exchanged by anyone, including the Seller, then Seller agrees to pay Agency a commission of 9.000 % of contract price. This Agreement begins on November 5, 2014 and will expire on November 5, 2015. If at such expiration date Seller has placed the property under any type of contract and the transaction is still pending, the expiration date of this Agreement shall be extended until completion of that transaction by either closing/transfer of title or termination/expiration of the contract.

The commission as provided above shall be due if the property is sold, conveyed, exchanged, optioned or otherwise transferred within 6 months after the expiration of this Agreement to anyone with whom Agency has negotiated unless listed in good faith with another real estate brokerage agency. Negotiation shall include providing information about the property, showing the property, or presenting offers on the property. All rights under this paragraph shall expire on May 5, 2016.

SUBAGENCY

- Yes No This Agency's policy is to cooperate with other agencies acting as subagents of you the Seller.
- Yes No This Agency's policy is to share compensation with subagents.

BUYER'S AGENCY

- Yes No This Agency's policy is to cooperate with other agencies acting as Buyer's agents.
- Yes No This Agency's policy is to share compensation with Buyer's agents.

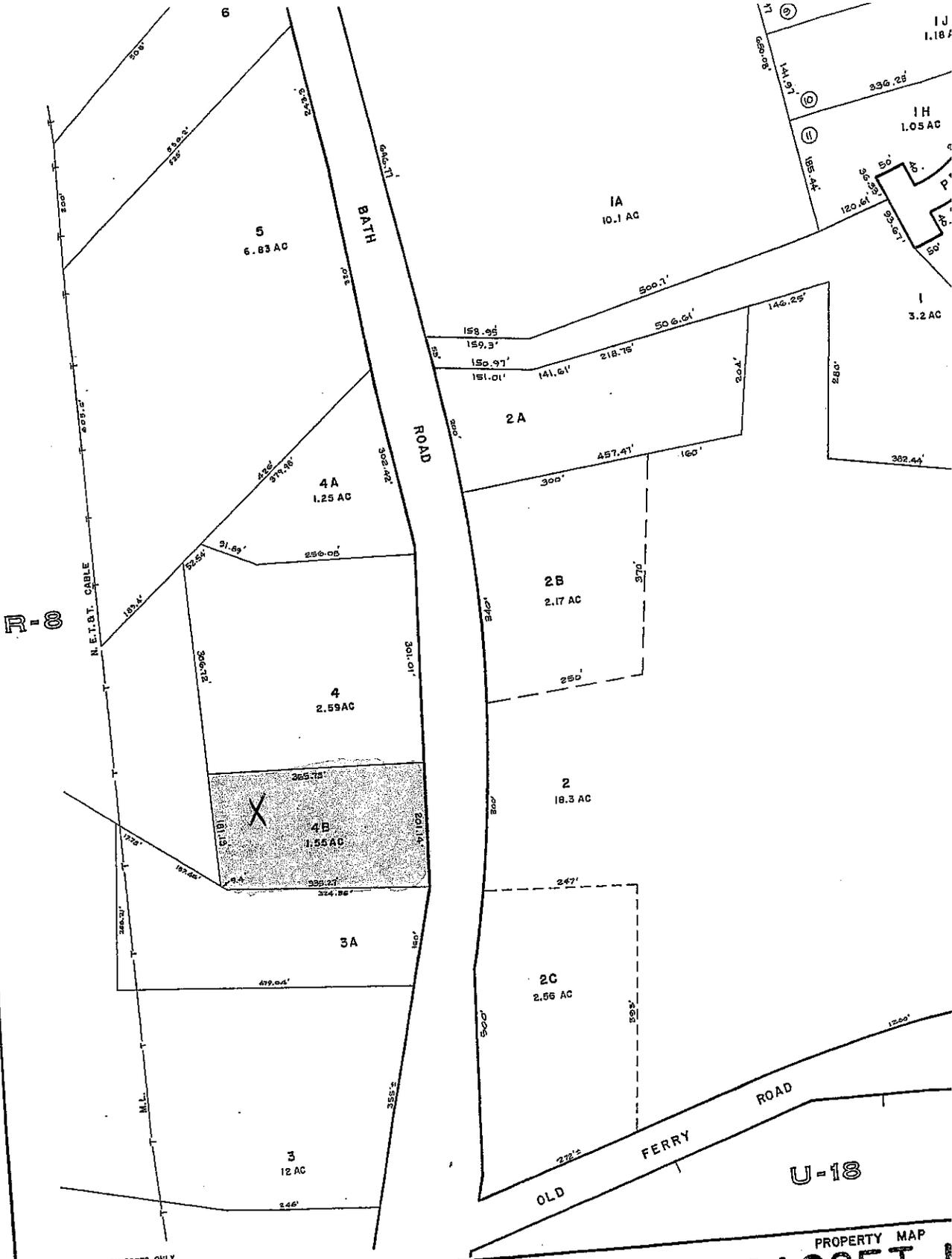
TRANSACTION BROKERS

- Yes No This Agency's policy is to cooperate with other agencies acting as transaction brokers.
- Yes No This Agency's policy is to share compensation with transaction brokers.

DISCLOSURE OF AGENCY COMPENSATION POLICIES

- Yes No This Agency's policy is to compensate all other real estate brokerage agencies in the same manner. If no, Seller acknowledges this policy may limit the participation of other agencies in the marketplace.
- Yes No This Agency's policy on paying commissions to its affiliated licensees is to provide a greater commission for an in-house sale versus sales involving a cooperating real estate brokerage agency.

Agency has disclosed its policies regarding cooperation and compensation so as to inform Seller of any policy that would limit the participation of any other Agency.



FOR ASSESSMENT PURPOSES ONLY
NOT FOR PROPERTY CONVEYANCES

JOHN E. O'DONNELL & ASSOCIATES
AUBURN, MAINE
1973

PROPERTY MAP
WISCASSET, ME

18F



PO Box 299, Casco ME, 04015
Phone #: 207-627-4201

Damariscotta
362 Main Street
Damariscotta, Maine 04543
Phone #: 207-563-3181

Quotation

290950

Quote No
Quote Date
Customer
Your Ref
Taken By
Sales Rep
Invoice No

08/05/2015
WISCTO
TIMBERTECH RAILING
Kasha Mckay
Mike Gordon

Sold To
TOWN OF WISCASSET
51 BATH ROAD
WISCASSET, ME, 04578

Delivery Address
WISCTO03
TOWN OF WISCASSET
COMMUNITY CENTER
WISCASSET, ME, 04578

Delivery On 08/05/2015
Expiry Date 09/04/2015



Special Instructions	Notes

Line	Product Code	Description	Qty/Footage	Price	Per	Total
All prices are net and reflect applicable discounts						
1	636RRKW	RADIANCE RAIL KIT WHITE 6'X36"	3 ea	166.2000	ea	498.60
2	TTSMF	RADIANCE SECURE MOUNT POST	3 ea	77.3000	ea	231.90
3	TTSMFK	RADIANCE SECURE MOUNT ANCHOR PLATE	3 ea	13.6000	ea	40.80
4	42RRPCW	RADIANCE POST COVER WHITE 42"	3 ea	58.8400	ea	176.52
5	RRPSW	RADIANCE POST SKIRT WHITE	3 ea	8.9900	ea	26.97
6	RRPCW	RADIANCE POST CAP WHITE	3 ea	16.3900	ea	49.17

*Fence at Super Office
Town Playground Property*

Goods received in good condition

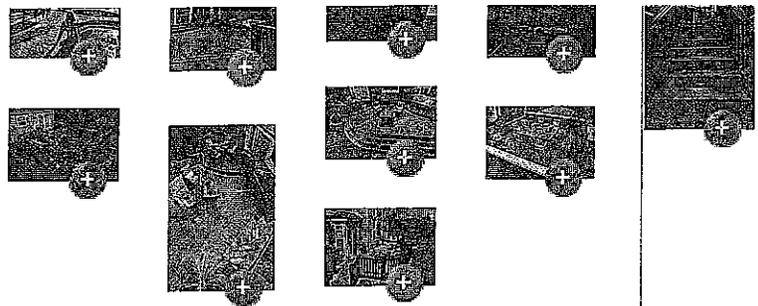
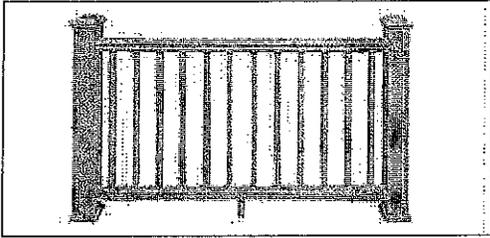
Print name _____
Signature _____

Total Amount	\$1,023.96
Sales Tax	\$0.00
Quotation Total	\$1,023.96

A 1 1/2% per month late charge is assessed starting on the last day of the month following the month of purchase. A 10% handling charge may be assessed on all stock materials returned. Special Orders are generally not returnable, but if approved for return are subject to a 30% restock charge. This sale is being made pursuant to Hancock Lumber Company's standard Terms and Conditions, which are binding on this sale, and which will be supplied to you upon request or are available at www.hancocklumber.com.

Proven quality. Affordable price. RadianceRail Express provides a high-quality capped wood composite railing system made from similar material as RadianceRail – and is available at a best-in-class value. RadianceRail Express combines proven durability with quick, intuitive installation.

- Colors: Black, White, Kona®
- Available in 36" and 42" heights
- Rail packs come in 6' or 8' sections that are pre-routed and include top rail, bottom rail and mounting hardware – Baluster packs come in 36" or 42" square profiles
- Routed baluster receiver for ease of installation – passing all code requirements
- Post covers are 4" x 4" and available in 39" and 8' sections
- Exposed color-matched mounting hardware and clean and simple post, cover, caps and skirts
- System can be installed at 45 degrees without unsightly overhangs on the post cover
- 25-year limited warranty for residential applications



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Deck Designer

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Free Deck Plans

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Build Your Deck

Products

Decking

Railing

Lighting

Finishing Touches

Why TimberTech?

Invoice

B & S Paving and Construction Inc

P O Box 341

Manchester, ME 04351

Date	Invoice #
8/3/2015	10413

Bill To
Wiscasset Parks and Recreation 242 Gardiner Rd. Wiscasset, ME 04578

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
	Crack fill and seal coating done @ Middle School Sherman Park - tennis court - multi purpose court open Cost share with school dept	3,800.00	3,800.00
There will be a 1.5% service charge on invoices not paid within 10 days. Thank you for your business.		Total	\$3,800.00

Marian L Anderson

From: Bill Maloney <billmaloney5@yahoo.com>
Sent: Thursday, August 20, 2015 10:15 AM
To: MARIAN L. ANDERSON
Cc: Arlene Polewarczyk
Subject: Invitation

In case I miss you at the office this morning, The trustees of the Senior Center would like to invite the selectmen to dinner on Wednesday evening November 9th at 5:00 pm. The dinner is meatloaf.

If they could prepare a discussion of their choice for after dinner. Suggested topics;

1. Challenges facing the Town
2. Their goals as selectmen
3. What, if anything, can the seniors do to help the town.

Best regards,

Bill Maloney
798-1730

Marian L Anderson

From: Bill Maloney <billmaloney5@yahoo.com>
Sent: Thursday, August 20, 2015 10:18 AM
To: MARIAN L. ANDERSON
Cc: Arlene Polewarczyk
Subject: correction

Correction, the date is 9/9/15. September not November.

Sorry,

Bill

LANGLEY, CURRIER

157 HALE POND ROAD
WISCASSET ME 04578
B2048P329

Property Data

Neighborhood	103 RURAL WEST
Tree Growth Year	0
FARM LAND YEAR	0
OPEN SPACE YEAR	0
Zone/Land Use	20 NEQ. WATERSHED
Secondary Zone	
Topography	2 Rolling

1 Level	4 Below St	7 Sleep
2 Rolling	5 Slow	8 Rough
3 Above St	6 Swampy	9
Utilities	9	
1 Public	4 Dr Well	7 Cesspool
2 Water	5 DUG/LAKE	8
3 Sewer	6 Septic	9 None
Street	5 Private	

1 Paved	4 Proposed	7
2 Semi Imp	5 Private	8
3 Gravel	6 Pub Eas	9 No Street
TREE GROWTH PLAN		0
CONSERV EASE		0
Sale Date		3/01/1995
Price		30,400

Sale Type	1 Land Only	
1 Land	4 Mobile	7
2 L & B	5 Other	8
3 Building	6	9
Financing	9 Unknown	
1 Convent	4 Seller	7
2 FHA/VA	5 Private	8
3 Assumed	6 Cash	9 Unknown

Validity	1 Arms Length Sale	
1 Valid	4 Split	7 Renovate
2 Rebuilt	5 Partial	8 Other
3 Distress	6 Exempt	9 Foreclose
Verified	5 Public Record	
1 Buyer	4 Agent	7 Family
2 Seller	5 Pub Rec	8 Other
3 Lender	6 M/S	9

Assessment Record

Year	Land	Buildings	Exempt	Total
2003	40,500	0	0	40,500
2004	40,500	0	0	40,500
2005	19,100	0	0	19,100
2006	22,900	0	0	22,900
2007	71,000	0	0	71,000
2008	71,000	0	0	71,000
2009	71,020	0	0	71,020
2010	71,000	0	0	71,000
2011	71,000	0	0	71,000
2012	71,000	0	0	71,000
2013	71,000	0	0	71,000
2014	71,000	0	0	71,000

Land Data

Front Foot	Type	Effective	Depth	Influence	Code	Influence
		Frontage		Factor		Codes
11 Regular Lot				%		1 Open Space
12 Delta Triangle				%		2 Neighborhood A
13 Nable Triangle				%		3 Topography
14 Rear Land				%		4 Size/Shape
15 Front Foot				%		5 Access
				%		6 Restriction
				%		7 Corner/Location
				%		8 View/Environ
				%		9 Fract Share
				%		30 Rear 20+
				%		31 Waterfront Rea
				%		32 Open Space
				%		33 Restrictions
				%		34 PASTURE 1
				%		35 HORICULTURAL
				%		36 Pasture 3
				%		37 Softwood
				%		38 Mixed Wood
				%		39 Hardwood
				%		40 Wasteland
				%		41 CAMP SITE
				%		42 Mobile Home Si
				%		43 Condo Site
				%		44 Site Improveme
				%		45 CAMP SITE
				%		46 PAVING/00

Square Foot

Fract. Acre	Acres	Acres/sites
21 HS Size Adj	1.00	100 %
22 Base Waterfron	1.00	100 %
23 Deep WF Size A	10.00	100 %
24 Base Waterfron	11.42	100 %
25 Shallow WF Siz		
26 Base Water Int		
27 Influence W Si		
28 Rear Land 1-10		
29 Rear Land 11-2		

Square Feet

Fract. Acre	Acres	Acres/sites
21 HS Size Adj	1.00	100 %
22 Base Waterfron	1.00	100 %
23 Deep WF Size A	10.00	100 %
24 Base Waterfron	11.42	100 %
25 Shallow WF Siz		
26 Base Water Int		
27 Influence W Si		
28 Rear Land 1-10		
29 Rear Land 11-2		

Total Acreage

22.42

Notes:
2001-ADDED 5.2 BACKLAND PER DRESDEN SURVEY
11/01/02-MR. LANGLEY CAME IN TO SAY HIS LAND VALUE HAS INCREASED AND WANTED TO KNOW WHY. HE IS BEING TAXED FOR 23.2 ACRES AND SAID HE HAS 20. HE WAS GIVEN AN ABATMENT FORM AND HE SAID HE WOULD BRING IN HIS DEED AND SURVEY IN ORDER TO BE PLOTTED CORRECTLY. HE ALSO QUESTIONED WHY IF WE ARE TAXING HIM FOR A HOUSE LOT COULDN'T HE GET A HOMESTEAD EXEMPTION HERE. HIS HOUSE IS IN DRESDEN **WISCASSET** HIS EXEMPTION THERE. HE WENT ON TO SAY HE DERIVED HIS EXEMPTION THERE. HE WENT ON TO

No./Date	Description	Date Insp.
X		

TOWN OF WISCASSET, MAINE
DELINQUENT TAX PAYMENT AGREEMENT
Matured Tax Liens

This Agreement is made between the Town of Wiscasset (hereinafter, Town) and Langley, CUTLER (hereinafter, Taxpayer).

By virtue of one or more matured real estate tax liens, Town owns Taxpayer's real estate depicted on Wiscasset Tax Map R1 as Lot 44J, and being more particularly described in a deed recorded in the Lincoln County Registry of Deeds in Book 2048 at Page 339. The matured real estate tax liens are recorded in said Registry in Book _____ at Page _____ for the tax year _____, Book _____ at Page _____ for the tax year _____, Book _____ at Page _____ for the tax year _____ and Book _____ at Page _____ for the tax year _____.

"See attached BK Pg Report"

There are other unpaid debts Taxpayer owes to Town as follows: Sewer: \$ _____; Transfer Station: \$ _____; Other: _____: \$ _____.

Taxpayer desires to enter into an Agreement with Town for the full payment of all outstanding taxes, debts, interest and related charges, and the Wiscasset Board of Selectmen have authorized Wiscasset's Town Manager and Treasurer to enter into such Agreements with Taxpayers. Now, therefore, Town and Taxpayer mutually agree to the following:

1. POSSESSION: Town agrees to permit Taxpayer to remain in possession of the subject premises for the duration of this Agreement. Taxpayer shall be responsible for all charges associated with the premises including, but not limited to, upkeep and insurance. Taxpayer shall provide the Town with a Certificate of Insurance naming the Town as an additionally insured. Town will have no financial or other obligation with regard to the subject premises during the term of this Agreement, and Taxpayer shall hold Town harmless from all claims of whatever nature to persons or property occurring at the premises.

2. TERM: Taxpayer currently owes to Town \$ 5992.14 in taxes, including interest and related statutory charges, and \$ -0- in other unpaid debts. Taxpayer shall pay to Town all unpaid taxes that have been assessed against the premises together with statutory charges and the interest which has accrued on these taxes as of this date. If Taxpayer does not default in his or her payments under this Agreement then no further interest shall accrue on the taxes which have been assessed as of this date. However, should Taxpayer default in the payments due under this Agreement then Town shall have the right, in its sole discretion, to begin charging additional interest on these taxes at the rate of 7 % as of the date of the default or as of such later date as Town shall choose. Taxpayer shall also pay to Town all taxes assessed against the property during the term of this Agreement, plus statutory charges and accrued interest, and the interest on the taxes assessed during the term of this Agreement shall not abate but shall continue to accrue. Taxpayer is paying \$ 25 at the time of the signing of this Agreement and will pay \$ 25 per month until all amounts of tax, interest and related statutory charges pertaining to the premises, and all other debts that Taxpayer owes to Town, are paid in full. The first monthly payment due hereunder will be due on 8-17-13, and subsequent payments will be due each month thereafter and on the 17th day of each month until the amounts Taxpayer owes under this Agreement are paid in full. If applicable, Town will continue to file tax liens against the

premises during the term of this Agreement and to follow all statutory steps with regard to these new liens, and the charges associated with these will be added to the amount that Taxpayer owes to Town. **Important:** Town will not bill Taxpayer for the monthly amounts due hereunder, nor notify Taxpayer of his or her failure to make a payment. **It is up to Taxpayer to keep track of when payments are due and to pay them on time.**

3. ALLOCATION OF PAYMENTS: Payments will be applied to the earliest tax year covered in this Agreement first and work forward to the most recent tax year. Each payment will be applied first to outstanding tax-related fees for the tax year in question, then to accrued interest for that year, and the remainder applied to the principal due on that year's tax. When all of these taxes, interest and charges are paid in full then any further payments will be applied to any other debts Taxpayer may owe to Town.

4. TITLE: Town will retain title to the subject premises until Taxpayer completes his or her obligations pursuant to the terms and conditions of this Agreement. Town will reconvey the premises to the prior owner(s) by a Release Deed upon Taxpayer's completion of his or her obligations under this Agreement

5. WAIVER: By execution of this Agreement Town does not waive its statutory rights to assess taxes on the subject property, record liens against it, and foreclose on said liens. Further, by execution of this Agreement Town does not subordinate its position to any mortgage holder or any other party in interest to the subject property. However, Town will refrain from taking possession of the property or instituting a lawsuit to confirm Town's title to the property as long as Taxpayer adheres to his or her obligations under this Agreement.

6. BREACH: Taxpayer's failure to pay any amount due hereunder within fifteen (15) days of the date the payment is due shall be deemed a breach of this Agreement. Town may use any and all methods available that it chooses to insure collection of the outstanding debt up to, and including, taking possession of the subject property and/or initiating a lawsuit to confirm Town's title to the subject property. Town's failure to complain of any action or non-action by Taxpayer, no matter how long the same may continue, shall not be deemed a waiver at any time of the provisions of this Agreement. Further, no waiver at any time of any provisions of this Agreement shall be construed as a waiver of any other provision of this Agreement, nor be construed as a waiver of the same provision at any subsequent time.

IN WITNESS WHEREOF, Town and Taxpayer have executed this Agreement in duplicate on this date: 7-19-13.

TOWN OF WISCASSET
By Shari I. Fredette
Shari I. Fredette, Treasurer

Currier W Langley
Taxpayer

Printed name:
CURRIER W Langley

**RE Account 153 Detail
as of 08/24/2015**

Name: LANGLEY, CURRIER
Location: 157 HALE POND ROAD
Acreage: 22.42 Map/Lot: R01-044-J
Book Page: B2048P329

Land: 71,000
Building: 0
Exempt: 0

Total: 71,000

2006-1 Period Due:

Ref1: B2048P0329
Mailing
Address: 157 HALE POND ROAD
WISCASSET ME 04578

Year/Rec #	Date	Reference	P C	Principal	Interest	Costs	Total
2014-1 L	09/17/14	Original		1,207.00	0.00	0.00	1,207.00
	5/29/2015	DEMAND	A 3	0.00	0.00	-9.48	-9.48
				Demand Fees			
2107	06/29/15	Liened		1,207.00	36.34	47.48	1,290.82
		CURINT		0.00	-12.96	0.00	-12.96
		Total		1,207.00	49.30	47.48	1,303.78
2013-1 L	10/15/13	Original		1,150.20	0.00	0.00	1,150.20
	6/19/2014	DEMAND	A 3	0.00	0.00	-9.48	-9.48
				Demand Fees			
	6/19/2014	DEMAND	A 3	0.00	0.00	9.48	9.48
				Reverse Demand Fees			
	6/19/2014	DEMAND	A 3	0.00	0.00	-9.48	-9.48
				Demand Fees			
1950	07/23/14	Liened		1,150.20	35.08	57.48	1,242.76
		CURINT		0.00	-0.88	0.00	-0.88
		Total		1,150.20	35.96	57.48	1,243.64
2012-1 L	09/18/12	Original		1,128.90	0.00	0.00	1,128.90
	6/12/2013	DEMAND	A 3	0.00	0.00	-9.10	-9.10
				Demand Fees			
1768	07/19/13	Liened		1,128.90	37.88	54.10	1,220.88
	12/12/2014	FCFEES	A L	0.00	0.00	-15.96	-15.96
				Lien Maturity Fee			
	12/12/2014	CHGINT	A I	0.00	-110.63	0.00	-110.63
		CURINT		0.00	-55.21	0.00	-55.21
		Total		1,128.90	203.72	70.06	1,402.68
2011-1 L	09/06/11	Original		1,075.65	0.00	0.00	1,075.65
	6/13/2012	DEMAND	A 3	0.00	0.00	-8.75	-8.75
				Demand Fees			
1520	07/23/12	Liened		1,075.65	36.72	56.50	1,168.87
	12/18/2013	FCFEES	A L	0.00	0.00	-15.22	-15.22
				Lien Maturity Fee			
	12/18/2013	CHGINT	A I	0.00	-105.83	0.00	-105.83
		CURINT		0.00	-126.66	0.00	-126.66
		Total		1,075.65	269.21	71.72	1,416.58
2010-1 L	09/21/10	Original		1,050.80	0.00	0.00	1,050.80
	6/15/2011	DEMAND	A 3	0.00	0.00	-8.59	-8.59
				Demand Fees			
1269	07/18/11	Liened		1,050.80	35.87	40.59	1,127.26

RE Account 153 Detail
as of 08/24/2015

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Land: 71,000
Building: 0
Exempt: 0

Total: 71,000

2006-1 Period Due:

Ref1: B2048P0329
Mailing
Address: 157 HALE POND ROAD
WISCASSET ME 04578

Year/Rec #	Date	Reference	P C	Principal	Interest	Costs	Total
	12/12/2012	FCFEES	A L	0.00	0.00	-14.50	-14.50
				Lien Maturity Fee			
	12/12/2012	CHGINT	A I	0.00	-103.38	0.00	-103.38
		CURINT		0.00	-198.50	0.00	-198.50
		Total		1,050.80	337.75	55.09	1,443.64
2009-1 L	09/23/09	Original		1,026.24	0.00	0.00	1,026.24
	6/18/2010	DEMAND	A 3	0.00	0.00	-8.54	-8.54
				Demand Fees			
997	07/20/10	Liened		1,026.24	35.23	49.54	1,111.01
	12/14/2011	FCFEES	A L	0.00	0.00	-8.59	-8.59
				Lien Maturity Fee			
	12/14/2011	CHGINT	A I	0.00	-100.77	0.00	-100.77
115616	9/17/2014	CHGINT	1 I	0.00	-114.74	0.00	-114.74
115616	9/17/2014		A P	0.00	101.74	0.00	101.74
116445	10/9/2014		A P	0.00	149.00	1.00	150.00
118349	11/25/2014		A P	0.00	0.00	50.00	50.00
122497	4/27/2015		A P	92.87	0.00	7.13	100.00
123291	5/22/2015		A P	100.00	0.00	0.00	100.00
124806	7/17/2015		A P	200.00	0.00	0.00	200.00
		CURINT		0.00	-93.04	0.00	-93.04
		Total		633.37	93.04	0.00	726.41
2008-1 L	09/23/08	Original		965.60	0.00	0.00	965.60
	6/16/2009	DEMAND	A 3	0.00	0.00	-8.54	-8.54
				Demand Fees			
717	07/17/09	Liened		965.60	41.67	50.54	1,057.81
65684	2/25/2010	CHGINT	1 I	0.00	-53.09	0.00	-53.09
65684	2/25/2010		A P	0.00	19.68	0.00	19.68
70503	7/29/2010	CHGINT	1 I	0.00	-36.67	0.00	-36.67
70503	7/29/2010		A P	143.71	111.75	44.54	300.00
71493	9/17/2010	CHGINT	1 I	0.00	-10.13	0.00	-10.13
71493	9/17/2010		A P	89.87	10.13	0.00	100.00
	12/6/2010	FCFEES	A L	0.00	0.00	-8.54	-8.54
				Lien Maturity Fee			
	12/6/2010	CHGINT	A I	0.00	-14.44	0.00	-14.44
103229	7/19/2013	CHGINT	1 I	0.00	-172.56	0.00	-172.56
103229	7/19/2013		A P	0.00	25.00	0.00	25.00
103907	8/16/2013		A P	0.00	25.00	0.00	25.00
104683	9/18/2013	CHGINT	1 I	0.00	-11.01	0.00	-11.01
104683	9/18/2013		A P	0.00	25.00	0.00	25.00
105761	10/30/2013		A P	0.00	100.00	0.00	100.00

RE Account 153 Detail
as of 08/24/2015

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Land: 71,000
Building: 0
Exempt 0

Total: 71,000

2006-1 Period Due:

Ref1: B2048P0329
Mailing
Address: 157 HALE POND ROAD
WISCASSET ME 04578

Year/Rec #	Date	Reference	P C	Principal	Interest	Costs	Total
109394	2/18/2014	CHGINT	1 I	0.00	-38.63	0.00	-38.63
109394	2/18/2014		A P	3.82	61.64	14.54	80.00
109635	2/28/2014	CHGINT	1 I	0.00	-1.80	0.00	-1.80
109635	2/28/2014		A P	48.20	1.80	0.00	50.00
112287	5/15/2014	CHGINT	1 I	0.00	-12.74	0.00	-12.74
112287	5/15/2014		A P	287.26	12.74	0.00	300.00
114034	7/11/2014	CHGINT	1 I	0.00	-5.52	0.00	-5.52
114034	7/11/2014		A P	194.48	5.52	0.00	200.00
114731	8/8/2014		A P	150.00	0.00	0.00	150.00
115616	9/17/2014		A P	48.26	0.00	0.00	48.26
		Total		0.00	0.00	0.00	0.00
2007-1 L	10/04/07	Original		923.00	0.00	0.00	923.00
	7/25/2008	DEMAND	A 3	0.00	0.00	-8.32	-8.32
			Demand Fees				
447	08/25/08	Liened		923.00	48.47	26.64	998.11
	1/11/2010	FCFEES	A L	0.00	0.00	-8.54	-8.54
			Lien Maturity Fee				
	1/11/2010	CHGINT	A I	0.00	-114.70	0.00	-114.70
65405	2/10/2010	CHGINT	1 I	0.00	-6.83	0.00	-6.83
65405	2/10/2010		A P	294.82	170.00	35.18	500.00
65610	2/22/2010	CHGINT	1 I	0.00	-1.86	0.00	-1.86
65610	2/22/2010		A P	248.14	1.86	0.00	250.00
65684	2/25/2010	CHGINT	1 I	0.00	-0.28	0.00	-0.28
65684	2/25/2010		A P	380.04	0.28	0.00	380.32
		Total		0.00	0.00	0.00	0.00
2006-1 R	09/19/06	Original		398.46	0.00	0.00	398.46
30619	12/20/2006	CHGINT	1 I	0.00	-3.24	0.00	-3.24
30619	12/20/2006		A P	395.22	3.24	0.00	398.46
36598	6/15/2007	CHGINT	1 I	0.00	-0.05	0.00	-0.05
36598	6/15/2007		A P	3.24	0.05	0.00	3.29
		Total		0.00	0.00	0.00	0.00
2005-1 R	10/04/05	Original		343.80	0.00	0.00	343.80
16817	10/18/2005		A P	343.80	0.00	0.00	343.80
		Total		0.00	0.00	0.00	0.00
2004-2 R	10/04/04	Original		729.00	0.00	0.00	729.00
	8/4/2005	DEMAND	A 3	0.00	0.00	-7.42	-7.42
			Demand Fees				
15402	8/5/2005	CHGINT	1 I	0.00	-24.54	0.00	-24.54

**RE Account 153 Detail
as of 08/24/2015**

Name: LANGLEY, CURRIER
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Book Page: B2048P329

Land: 71,000
Building: 0
Exempt: 0

Total: 71,000

2006-1 Period Due:

Ref1: B2048P0329
Mailing
Address: 157 HALE POND ROAD
WISCASSET ME 04578

Year/Rec #	Date	Reference	P C	Principal	Interest	Costs	Total
15402	8/5/2005		A P	729.00	24.54	7.42	760.96
		Total		0.00	0.00	0.00	0.00
2004-1 S	05/20/04	Original		438.21	0.00	0.00	438.21
10996	3/20/2005	CHGINT	1 I	0.00	-20.91	0.00	-20.91
10996	3/20/2005		A P	438.21	20.91	7.42	466.54
	3/21/2005	DEMAND	A 3	0.00	0.00	-7.42	-7.42
		Demand Fees					
		Total		0.00	0.00	0.00	0.00
2003-1 L	10/15/03	Original		658.13	0.00	0.00	658.13
	4/4/2004	CHGINT	A I	0.00	-16.03	0.00	-16.03
	8/16/2004	DEMAND	A 3	0.00	0.00	-7.42	-7.42
		Demand Fees					
	09/20/04	Liened		658.13	37.36	37.84	733.33
8960	2/25/2005	CHGINT	1 I	0.00	-19.94	0.00	-19.94
8960	2/25/2005		A P	658.11	57.30	37.84	753.25
8961	2/25/2005		A P	0.02	0.00	0.00	0.02
		Total		0.00	0.00	0.00	0.00
Account Totals as of 08/24/2015				6,245.92	988.98	301.83	7,536.73

Per Diem	
2014-1	0.2315
2013-1	0.0022
2012-1	0.2165
2011-1	0.2063
2010-1	0.2015
2009-1	0.1215
Total	0.9795

Note: Payments will be reflected as positive values and charges to the account will be represented as negative values.

Town of Wiscasset

POLICY ON TAX LIEN AND SEWER LIEN ACQUIRED PROPERTY

- I. Purpose of the Policy
 - A. The purpose of this policy is to provide general guidelines for the administration and disposition of real property, title to which has been acquired by the Town as a consequence of automatic foreclosure of a lien for non-payment of amounts owed to the Town.
 - B. Nothing in this policy shall limit or restrict the authority of the Board of Selectmen to act, in its sole discretion, in the best interests of the Town.
- II. Impending Foreclosure and Review of Properties
 - A. Prior to the mailing of the notice of impending foreclosure required by State law the Treasurer shall forward a copy of the list of properties subject to foreclosure to the Town Manager, Assessor, and Codes Enforcement Officer. The Treasurer, Town Manager, Assessor, and Code Enforcement Officer will meet to review the list of properties subject to foreclosure to determine if it would be in the Town's best interest to waive foreclosure. Instances where the Town may not want to foreclose include but are not limited to:
 - 1. The property is known to have or is suspected of having environmental problems.
 - 2. The property may be a hazard to the public health or welfare.
 - 3. There is an easement on the property which makes the property an undesirable one to own.
 - 4. The property has value only to the owner(s) and would have little or no value on the open market.
 - 5. The cost of disposing of the property or remediating any known issues may cost more than the value of the property.
 - B. Should the Town Manager determine it to be in the Town's best interest to waive foreclosure under State law, the Treasurer and Town Manager shall make the recommendation to the Board of Selectmen prior to the foreclosure date, ensuring that the Treasurer will have the opportunity to file the waiver of foreclosure prior to the date of foreclosure.
- III. Upon foreclosure

- A. Authority for administration of lien-acquired property is delegated to the Town Manager, who shall evaluate each property to determine its best use, and recommend to the Board the specific disposition that is in the best interests of the Town. The Town Manager will forward the list of acquired properties to all Department Directors to determine if there is any potential public use for the acquired properties. Each department will submit a memorandum outlining any potential uses for lien acquired parcels within 5 business days of receiving the notice.
- B. Given the risk of loss or damage to the lien-acquired property, appropriate kinds and amounts of insurance coverage on the property will be obtained to protect Town interests against these risks. The Town shall not be obligated in any way to protect the interest in the lien-acquired property of any other party.
- C. Unless the Town Manager deems it is not in the best interest of the Town, the Manager shall cause to be prepared a statement of all charges owed to the Town by the former property owner for any property served by the Town. The statement, which will include charges stated in the lien as well as fees, charges, penalties, and costs of all actions taken by the Town in its efforts to collect the amounts owed, will be sent to the former property owner along with a agreement to purchase the property
 - a. The Town may, in its sole discretion, provide notice by certified mail or regular mail to the former property owner, any mortgage holder(s), other lien creditors, and secured parties, that title to the property has shifted to the Town as a result of the ripening of its lien. .
 - b. In the event the former property owner fails to provide an acceptable agreement within thirty (30) days or fails to perform in accordance with the agreement, the Town Manager shall request and the Board shall make final determination on disposition of the property.

IV. Disposition

- A. Responsibility for the decision as to the disposition of all lien-acquired property rests with the Board of Selectmen.
- B. The Town Manager shall request, and the Board shall provide, a final determination on disposition of each property acquired by lien perfection.
- C. Provisions of this policy notwithstanding, the Board may, in its sole discretion, by any means and on any terms that it deems to be in the best interests of the Town,

1. allow the former owner to purchase title to the property;
 2. establish title, take possession, and convert the property to Town use; or
 3. dispose of or cause to have disposed of any lien-acquired property.
- D. The Town is not required to administer all acquired property in the same manner.
1. When it is determined by the Board that an acquired property is to be liquidated, in general it will follow the following guidelines: A determination will be made as to whether it is in the Town's best interest to liquidate the property as soon as possible. If so, a public sale or bidding process will be used.
 2. If it is determined that market value of the property is much greater than the charges owed the Selectmen may engage the services of a realtor to liquidate the property.
 3. Should a particular property have similar value as the charges owed then the Selectmen may give public notice as to the sale of the property. Notice will also be sent to the abutters. The notice shall include a brief description of the property, the location of the property, the conditions of sale (if any), and a minimum bid.
 - i. Minimum bid – Unless the Board stipulates otherwise, the minimum bid for any lien-acquired property shall be the total of all outstanding charges or 35% of the assessed value; whichever is greater. Outstanding charges shall include all taxes or charges owed, including estimated taxes or charges for the current year, interest, lien costs, and any other associated costs (including legal, insurance, notice, and advertising).
 4. The Town of Wiscasset reserves the right to reject any or all bids, accept other than the highest bid and waive any of the requirements of this policy should the Board, in its sole determination, judge such actions to be in the best interest of the Town of Wiscasset. Instances where this right may be invoked include, but are not limited to:
 - a. The Board of Selectmen may wish to sell the property to an abutting property owner rather than the highest bidder.
 - b. The Board of Selectmen may determine it prefers a use proposed by a party other than the highest bidder.

- c. The Board of Selectmen may wish, but is by no means obligated, to sell the property to the party from whom the property was acquired rather than the highest bidder.

5. Closing on the Sale

- a. A bid deposit of 10% of the purchase price must be submitted with all bids.. The deposit will be retained as a credit towards the purchase price. All other bids will be returned to the unsuccessful bidders.
- b. Full payment for the successful bid is required within thirty (30) days from the date the bids are opened. Should the bidder fail to pay the full price within thirty (30) days, the Town shall retain the bid deposit and title to the property. The Board of Selectmen may review the bids submitted and offer the property to another bidder who shall have thirty (30) days to make payment in full or it may order that bids be solicited again.
- c. Title to lien-acquired property shall be transferred only by means of a Quit-Claim deed, unless the Board of Selectmen directs other legal action.

WISCASSET BOARD OF SELECTMEN,
BOARD OF ASSESSORS AND OVERSEERS OF THE POOR
~~AUGUST 13, 2013~~

Tape recorded meeting

Present: Vice Chair Judy Colby, Pam Dunning, Chair Ed Polewarczyk, Jeff Slack and Town Manager Laurie Smith

Absent: Tim Merry

10. Department Head or Committee Chair Report – none

11. Unfinished Business

A. Adoption of Lien Acquired Policy: Jeff Slack moved to approve the attached Lien Acquired Policy dated August 13, 2013. Vote 4-0-0. Smith said the policy would allow the Town to enter into an agreement with Forrest Hunt and it would be the board's understanding that Mr. Huber would be the ultimate owner. It would be Mr. Huber's responsibility to enter into an agreement with Mr. Hunt. No quit claim deed would be issued to Mr. Hunt until taxes are paid in full. Pam Dunning moved to proceed with developing an agreement. Vote 3-1-0. The agreement will not need to be brought back to the board.

Town of Wiscasset
Matured and Unmatured Real Estate Agreements

Date	Last Name	First Name	Map	Lot	Acct #	Start Date	Monthly Amount	Property	Notes	Owes	Agreement Type	Last Payment Date
02/07/13	Asbol	Marjorie H.	R-1	38	966	03/5/13	\$75.00	Land/Building	AGREEMENT SIGNED	2012-2014	Matured	7/29/15
01/11/13	Bailey	Shelley	R-3	85-E	2573	03/15/13	\$100.00	Land/MH	AGREEMENT SIGNED	2014	Has not honored agreement	12/30/14
02/07/13	Berry	Sally A.	U-23	13	1902	09/15/13	\$75.00	Land/Small bldg	AGREEMENT SIGNED	2010-2014	Matured	08/17/15
10/06/13	Boykin	Roseann	R-1	15-E	78	11/15/13	\$97.00	Land/Home	AGREEMENT SIGNED	2013-2014	Unmatured	3/6/15
02/12/13	Brown	David S. & Marsa	U-1	89	1219	08/15/13	\$50.00	Land/Building	AGREEMENT SIGNED	2012-2014	Matured Bankruptcy	9/14/15
06/05/12	Carlton	Michael	R-3	069-001	422	06/11/12	\$200.00	Land/Home	AGREEMENT SIGNED	2005-2014	Matured Random Pymt	7/31/15
02/07/13	Chapman	Kenneth	U-18	5	1784	03/06/13	\$100.00	Land/Building	AGREEMENT SIGNED	2014	Unmatured	7/20/15
02/07/13	Chapman	Kenneth	U-18	05-017	1787	03/06/13	\$50.00	Land/Building	AGREEMENT SIGNED	2013-2014	Unmatured	1/12/15
02/07/13	Chapman	Kenneth	U-18	5-D	1806	03/06/13	\$50.00	Land/Building	AGREEMENT SIGNED	2014	Unmatured	9/9/14
10/09/14	Cohen	David	U-2	67	1378	11/15/14	\$350.00	Land/Building	AGREEMENT SIGNED	2013 & 2014	Random Pymt	6/17/15
02/07/13	Connors	Scott	R-4	035-0	2313	03/15/13	\$100.00	Land	AGREEMENT SIGNED	2010-2014	Matured Regular Pymts	8/5/15
02/07/13	Connors	Scott	R-4	035-0	2313	03/15/13	\$100.00	Land	AGREEMENT SIGNED	2010-2014	Matured Regular Pymts	8/5/15
02/07/13	Connors	Scott	R-4	035-0	2313	03/15/13	\$100.00	Land	AGREEMENT SIGNED	2010-2014	Matured Regular Pymts	8/5/15
11/12/13	Croxford	Wayne & Kathy	R07	79	1029	12/15/13	\$105.00	Land/Building	AGREEMENT SIGNED	2013-2014	Unmatured	1/2/15
01/15/13	Delano	Kimberly D.	R-7	66-1	994	03/11/13	\$217.00	Building	AGREEMENT SIGNED	2007-2014	Matured Pymts Not Consistent	8/11/15
02/21/13	Finley	Martin S.	R9	7	1101	08/25/13	\$200.00	Land/Small bldg	AGREEMENT SIGNED	2013-2014	Unmatured	1/5/15
02/21/13	Fitzgen	Raymond W. Jr.	R-5	128-A	89	08/15/13	\$557.00	Land/Building	AGREEMENT SIGNED	2011-2014	Matured Regular Pymts	8/12/15
07/02/13	Harris	Basel	R-5	11-B	828	07/05/13	\$400.00	Land/Home	AGREEMENT SIGNED	2013-2014	Unmatured	7/6/15

Town of Wisconsin
Matured and Unmatured Real Estate Agreements

06/26/13	HUGO	HEID	R-7	49	979	03/20/13	\$50.00	Land/None	SIGNED	2013	Unmatured	3/2/15
02/06/13	RUSSE	WIDDEL-RUSS	R-21	9	1899	2/2/2013	\$100.00	Land/None	AS ANB SWEEP/WAIT	2014	Unmatured	5/1/15
08/27/13	Hunt Company, Inc.	Forrest Hunt	R3	85-C	2284	08/28/13	15K IN 2013, SAME 15K FOR 2014 AND 2015	Land/Building	AGREEMENT SIGNED	2009-2014	Matured SCOTT IS NOT HONORING HIS AGREEMENT	1/20/15
12/10/08 or 12/10/09	James	Kevin	R-5	37-F	2125	Can not tell	\$100.00	Land/Building	Not a regular Agreement and date on copy in file is different on each signature....	2006-2014	Matured	2/20/15
08/01/14	Kingston	Sean	R4	14-Feb	34	08/1/14	\$200.00	Land/Building	AGREEMENT SIGNED	2006-2014	Matured Random Pymt	7/31/15
06/13/13	Lannon	Erica	R4	26	543	06/15/13	\$200.00	Mobile Home	AGREEMENT SIGNED	2013-2014	Unmatured Random Pymt	7/21/15
07/19/13	Langley	Currier	R1	44	153	07/19/13	\$25.00	Land	AGREEMENT SIGNED	2009-2014	Matured Random Pymt	7/17/15
2/22/2013	Laemmle	David G. Samuel & Ruth	U1	91	1228	05/21/13	\$110.00	Land/Building	AGREEMENT SIGNED	2011-2014	Matured	2/6/15
01/07/13	Leighton	Katherine & Miranda	R-7	39-9	2052	03/15/13	\$50.00	Building	AGREEMENT SIGNED	2009-2014	Matured Random Pymt	10/1/14
01/14/13	Lindsey	Kristy	R-4	10-A3	1953	03/15/13	\$50.00	Mobile Home	AGREEMENT SIGNED	2011-2012	Unmatured Not Honoring	1/14/14
01/17/13	Perkins	Leanita	R-4	10-A24	2436	06/14/13	\$50.00	Building	AGREEMENT SIGNED	2010-2014	Matured Random Pymt	7/2/15
07/10/13	Perry	Brandie	R-2	18-B	1989	08/15/13	\$110.00	Land/Building	AGREEMENT SIGNED	2011-2014	Unmatured Random Pymt	7/31/15
09/19/14	Rines	Isaac	R-5	51-A3	2578	10/15/14	\$48.00	Mobile Home	AGREEMENT SIGNED	2011-2014	Matured	1/21/15
08/22/13	Strong	Joshua	U9	14	1586	09/25/13	\$200.00	Land/Building	AGREEMENT SIGNED	2013-2014	Unmatured	12/28/14
01/07/13	Waite	Joshua	U09	001-002	1564	02/15/13	\$50.00	Building	AGREEMENT SIGNED	2009-2012	Matured Not Honoring	5/14/13

Town of Wiscasset
Matured and Unmatured Real Estate Agreements

08/09/13	Trudeau	Dean M.	R3	9-4 and 9-5	2295 and 2296	09/01/13	\$200.00	land and Land and Building	SIGNED AGREEMENT	2013-2014	Unmatured	7/23/14 & 12/28/14
UPDATED 08/26/2015												
Monthly \$4,817.00 Annually \$53,604												

**TOWN OF WISCASSET
OCTOBER 27, 2014, 2014-2015 TAX ACQUIRED PROPERTIES**

ACCT.	LAST, FIRST NAME	ADDRESS	NOTES	FIRST YEAR in foreclosure	ACCT. BALANCE
1790	ABBOTT, MARY LEE	51 Old Ferry Road	Mobile Home, Garage and Land	2003	\$11,546.04
966	ASDOT, MARION H.	291 Birch Point Road	Land, Home, making random paymns	2009	\$4,958.77
1902	BERRY, SALLY A.	102 Old Stage Road	Mobile Home and Land	2007	\$3,070.45
1568	BONNI, ALEKSANDRA	Flood Ave / Pottle Cove Rd	Weird Acct. Write Off		\$192.92
2596	BOWEN, ADAM	970 Gardiner Rd, #9	Mobile Home	2011	\$900.62
27	BOWEN, BASIL	970 Gardiner Rd, #7	Mobile Home	2012	\$1,089.55
32	BOWEN, BASIL	970 Gardiner Rd, #12	Mobile Home	2012	\$467.43
2603	BOWEN, BASIL	970 Gardiner Rd, #10	Mobile Home	2012	\$924.71
1219	BROWN, MARSHA R.	40 Water Street	Land, Building	2012	\$9,002.64
422	CARLTON, MICHAEL H. J/T	11 Hillside Drive	Land, Home making regular payments	2005	\$26,609.59
211	CONNORS, SCOTT	Lowelltown Road	Land, Building making regular payments	2008	\$3,841.36
2313	CONNORS, SCOTT	Lowelltown Road	Land making regular payments	2007	\$6,103.51
1940	CRAWSON, JAMES	1051 Gardiner Rd, #20	Mobile Home	2007	\$4,651.09
994	DELANO, KIMBERLY D.	212 Old Bath Road	Mobile Home	2004	\$11,727.34
2587	DENOVO, LLC	Bath Road	Land	2010	\$9,096.46
572	DORAY, GREG	24 Fowle Hill Road	Mobile Home	2012	\$681.33
375	ELLS, DANNY M.	Gardiner Road	Land	2010	\$3,950.24
664	EZZELL, MARK	31 Easy Street	Land, Mobile Home	2011	\$3,520.62
1960	FERRY ROAD DEVELOPMENT CO., LLC	Old Ferry Road	Land	2010	\$41,520.61
1964	FERRY ROAD DEVELOPMENT CO., LLC	Birch Point Road	Land	2010	\$4,482.63
1965	FERRY ROAD DEVELOPMENT CO., LLC	Old Ferry Road	Land	2010	\$18,974.01

2003	FERRY ROAD DEVELOPMENT CO., LLC	Ready Point Road	Land		2010	\$59,630.35
789	FRANZEN, JR, RAYMOND W.	120 Clarks Point Road	Land Building		2010	\$44,321.67
502	GAUTHIER, DENNIS	37 Bogg Road	Land Building	Paid 2010/6	2010	\$2,610.52
2542	GILES, WILLIAM	1051 Gardiner Road Lot #18	Building		2010	\$1,035.17
2054	GREENLEAF, ROBERT	285 Birch Point Road Lot 17	Mobile Home		2006	\$1,243.83
2438	GROVER, ASHLEY	1051 Gardiner Rd #28	Mobile Home		2012	\$722.11
2268	GROVER SR, JAMES MATTHEW	1051 Gardiner Road Lot 37	Mobile Home		2009	\$696.10
2284	HUNT COMPANY INC.	519A Gardiner Road	Land Business		2006	\$33,323.11
2125	JAMES, KEVIN	149 Fowle Hill Road	Land Bldg		2005	\$11,817.28
2177	JOSLYN, GARY	1051 Gardiner Rd #29	Mobile Home		2012	\$1,433.37
34	KINGSTON, LENA	970 Gardiner Road Lot 14	Mobile Home		2006	\$3,971.37
1228	LAEMMLE, DAVID G.	27 Middle Street	Land Building		2010	\$11,410.82
153	LANGLEY, GURRIER	157 Hale Pond Road	Land		2008	\$7,536.73
2052	LEIGHTON, SAMUEL	285 Birch Point Road Lot 9	Mobile Home		2006	\$1,309.10
1953	LINDSEY, KATHERINE	1051 Gardiner Rd #33	Mobile Home		2009	\$3,205.34
Misc. Accts	MASON STATION LLC	Numerous Land Lots			2007	
2135	MASON STATION LLC	23 South Point Drive	Land Building		2010	\$31,112.80
2167	MASON STATION LLC	29 South Point Drive	Land Building		2010	\$27,141.61
2539	MILLS, LINDA D.	970 Gardiner Rd #24	Mobile Home		2012	\$1,110.84
2436	PERKINS, KRISTY	1051 Gardiner Road Lot 24	Mobile Home		2007	\$1,002.14
1939	PINKHAM, MIKE	1051 Gardiner Road Lot 19	Mobile Home		2006	\$2,735.04
47	REED, CHARLES	970 Gardiner Road Lot 30	Mobile Home		2002	\$5,195.44
2066	REED, NAOMI	970 Gardiner Road Lot 3	Mobile Home		2007	\$1,993.01
1961	RINES, GILBERT H.	27 Bumpa Lane	Bldg		2009	\$735.06
2578	RINES, WILLIAM	39 Bumpa Lane	Bldg		2009	\$1,777.17

33	ROBERTS, CHRISTOPHER	970 Gardiner Rd., #13	Mobile Home	2011	\$1,917.29
410	SUKEFORTH, BRIAN	21 Sukeforth Dr.	Bldg	2002	\$563.16
450	SUKEFORTH, BRIAN	Gardiner Road	Land	2002	\$1,849.88
1564	WALTE, JOSHUA	52 Flood Avenue	Mobile Home	2009	\$1,330.83
650	WALL, HEIDI	372 West Alna Road	Mobile Home	2000	\$2,713.28
54	WEST, GREGORY	138 Rumerill Road	Land & Building	2011	\$6,769.93
					\$441,726.21

Marian L Anderson

From: Daniel Bradford <hbrmaster28@gmail.com>
Sent: Friday, August 21, 2015 5:31 PM
To: Marian L Anderson; Susan Robson; Fowler, Doug
Subject: Fwd: NOAA tide gauge removal

----- Forwarded message -----

From: Daniel Bradford <hbrmaster28@gmail.com>
Date: Fri, Aug 21, 2015 at 5:30 PM
Subject: Re: NOAA tide gauge removal
To: Michael Zieserl <mike@joasurveys.com>

That's fine, I'm not aware of any concerns. Thanks for the heads up.

On Fri, Aug 21, 2015 at 5:26 PM, Michael Zieserl <mike@joasurveys.com> wrote:
Dan,

The NOAA mapping project that the tide gauge is supporting has been completed and we are planning to remove the tide gauge around Sept 9 - 13. We'll spend about a day leveling through the benchmarks again, and then remove the equipment a day or so later.

Let me know if you have any concerns with that timeframe, we'll give you a heads up a day before we actually come out to work.

Thanks,

Mike

Mike Zieserl, PLS
JOA Surveys, LLC
2000 E. Dowling Rd, Suite 10
Anchorage, AK 99507
(907) 561-0136 office
(907) 230-5789 cell
www.joasurveys.com

(<http://bangordailynews.com/>)

Police issue 130-plus speeding tickets in 5 days on Route 1A (<http://bangordailynews.com/2015/08/14/news/hancock/police-issue-130-plus-speeding-tickets-in-5-days-on-route-1a/>)

By Bill Trotter (<http://bangordailynews.com/author/bill-trotter/>), BDN Staff
Posted Aug. 14, 2015, at 4:45 p.m.

ELLSWORTH, Maine — If you drove one of the vehicles that was stopped last week by police on Route 1A between Ellsworth and Holden, you had a lot of company.

According to the Hancock County Sheriff's Department, their deputies and officers with other agencies stopped 160 vehicles on that 22.5-mile stretch of road Aug. 3 through Aug. 7. During that five-day period, police conducted six concentrated traffic enforcement details, each only four hours long, the sheriff's department indicated in a prepared press release.

Every one of those vehicles was traveling at least 15 mph over the posted speed limit of 55 mph, according to the sheriff's department. Out of those 160 drivers, more than 130 were given speeding tickets.

Why? Because the Maine Bureau of Highway Safety has identified that stretch of road as one of the six most dangerous highway corridors in the state during July and August, based upon data of crashes that involved excessive speed. The other five include:

- Route 202 between Lewiston and Augusta (24 miles).
- Route 2 between Rumford and Dixfield (27.5 miles).
- Route 25 between Porter and Cornish (12.5 miles).
- Route 4 between Berwick and Gorham (45.5 miles).
- Route 1 between Brunswick and Stockton Springs (100 miles).

As part of a multi-state New England Drive to Save Lives campaign, the Hancock County Sheriff's Office, Ellsworth Police Department, Maine State Police and other law enforcement agencies throughout the state conducted concentrated traffic enforcement details last week along these six corridors.

A total amount of fines for all the speeding tickets issued last week on Route 1A was not available Friday. According to the sheriff's department, the minimum fine for speeding is \$119, which would put a minimum cumulative total on the 130-plus tickets at roughly \$15,000. If the average ticket was \$185, which is the fine for speeding 15 to 19 mph over the limit, the fines resulting from the tickets would have a total closer to \$25,000.

According to Ellsworth police Chief Chris Coleman, between July 28 and Aug. 1 Ellsworth police also cited 24 drivers for speeding on Route 1 west of downtown Ellsworth, on the part of Bucksport Road known as Bridge Hill. He said those tickets were issued in response to complaints his department had received from residents on the road about people driving faster now that the road has been repaved.

"Speeding is a [safety] issue, especially with all the other distractions drivers have now," Coleman said Friday.

Coleman said many of the tickets issued on Bucksport Road cited drivers for going 34 mph in a 25 mph zone, even though most were going faster than that. The point of issuing tickets is not to raise money, he said. It is to encourage motorists to obey the speed limit and to help improve highway safety conditions.

"There is a huge amount of discretion officers have to get that message out," Coleman said about how much of a fine is imposed or whether a driver may just get a warning. "The goal we have is voluntary compliance with traffic laws."

Ellsworth police plan to continue conducting speeding details throughout the summer, he added.

Stephen Hurley, a high school teacher from Los Angeles, was one of the 130-plus drivers who got a speeding ticket last week on Route 1A between Holden and Ellsworth. He and his family were in western Maine on vacation and decided to make a day trip to Bar Harbor on Aug. 5.

Contacted Thursday by email, Hurley said he was driving toward Ellsworth and had just passed another vehicle in a passing lane when he was stopped — and that two other cars were pulled over immediately after he was. Hurley said he hadn't gotten a speeding ticket in 20-plus years and that his friends and family often tease him for driving slowly in Los Angeles, where traffic typically moves at 80 mph.

Hurley said he was going faster than 70 mph but was written up for going 65 in a 55 mph zone. He wrote that while he "somewhat" appreciates that the \$173 ticket he got was not as steep as it could have been, he "mostly felt like I was a tourist who was getting stung."

Getting the ticket appeared to have had the effect police sought, he added, but wasn't so punitive that it made him regret travelling to Bar Harbor.

"If I was a Maine resident and this had happened, I would have been angry," Hurley wrote. "I was very conscious of speed limits for the rest of the visit."