

WISCASSET SELECTBOARD,  
TAX ASSESSORS AND OVERSEERS OF THE POOR  
JANUARY 17, 2017

Preliminary Minutes

Tape recorded meeting

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

Chair Judy Colby called the meeting to order at 6 p.m.

1. Pledge of Allegiance

2. Approval of Treasurer's Warrants

a. David Cherry moved to approve the payroll warrants of January 6 and January 13, 2017. Vote 4-0-0.

b. David Cherry moved to approve the accounts payable warrants of January 10 and January 17, 2017. Vote 4-0-0.

3. Approval of Minutes

a. Judy Colby moved to approve the minutes of January 3, 2017. Vote 4-0-0.

4. Special Presentations or Awards -- none

5. Committee Appointments

a. Marty Fox – Conservation Committee

b. Cynthia Spurgin – Cemetery Committee

Jeff Slack reported that he had met with both applicants and recommended their appointment. **Slack moved to approve the appointments of Marty Fox to the Conservation Committee and Cynthia Spurgin to the Cemetery Committee. Vote 4-0-0.**

6. Public Hearings – none

7. Public Comment - none

8. Department Head or Committee Chair

a. Public Works Department - Enforcement of public sand limits: Doug Fowler reported that sand is available for residents at the town garage but it is limited to two five-gallon buckets. Some residents have been abusing the policy and he asked the board's opinion on enforcing the limitation. Police Chief Jeff Lange offered to help enforce the policy.

**b. EMS 2017/2018 Town assessments for ambulance service.** Toby Martin said Edgecomb and Westport are beginning their budget process and have contacted his office for next year's rates. Wiscasset currently has a fixed rate system and both towns are charged \$3000 per year. Martin asked the board's opinion on raising the rate and requiring a contract with both towns. The cost of providing service to the two towns is not available. After discussion, **Jeff Slack moved to leave the cost to the communities the same as what it was last year.** In response to Ben Rines' question Martin said Alna and other nearby communities are currently under contract with other ambulance services. The Town will continue with the assessment letters rather than a contract. **Vote 4-0-0.**

**c. Monthly Reports.** The Town Manager recommended that the board take time to read the reports.

## 9. Unfinished Business

### a. Signing of warrant for proposed special town meeting for the following articles:

- Ordinance Establishing a Moratorium on Retail Marijuana Establishments and Retail Marijuana Social Clubs
- Authorize the School Department to undertake an energy conservation and related air quality improvements project at existing Wiscasset school facilities, including Wiscasset Elementary School, Wiscasset Middle High School, the central office and the transportation facilities building (the "project") at a cost of up to \$1,750,000.

**Jeff Slack moved to approve both articles.** Judy Colby said she opposed open town meetings because they disenfranchise some voters. She would prefer a referendum, which would allow time for open meetings with Siemens to discuss the project with the public. David Cherry said although he liked open town meetings, he would not be able to vote for the motion, as he had found the turnout for referenda is treble that for open town meetings. He added that a school may close before the 16-year loan is paid off. He said he hoped the school department could hold off on a vote until the June warrant. In response to Ben Rines' question regarding a petition being circulated to look into the future of the schools, Colby said the petition calls for a committee to be formed by the school board or the board of selectmen for the education of the children in grades 9 through 12.

Wiscasset schools Director of Transportation and Maintenance John Merry, encouraged the select board to support the school board in this endeavor. He said whether by lease purchase or a loan, it was necessary to take care of the school facilities. He added that time was not on their side as the Efficiency Maine rebate could dry up if the school board doesn't act quickly.

Shana Mueller, Bernstein Shur, said a referendum vote could take place 45 days from the date the warrant is filed with the clerk.

Michael Dunn said Siemens has put on demonstrations several times which were open to the public and he could not see the value of putting on more of them. In order to keep the rebates, which he said were a significant amount of money, an open town meeting was necessary and the project needs to be done for the betterment of the community and the education of the children. In response to Cherry's question, Superintendent of Schools Heather Wilmot said the rebates were time sensitive and work on the lighting, which the largest portion of the project, would have to begin in March in order to be completed by the end of April and eligible for the rebate.

Financing the project by a bond vs. a loan purchase arrangement was discussed in light of the possibility of a school closing before the end of the financing, as well as the repossession of the lighting or other aspects of the improvements should the loan not be paid. Estimated costs: Principal \$1,750,000; Interest \$521,611; and Total Debt Service \$2,271,611. Savings of \$1.1 million over the next 16 years as well as the energy rebate will reduce the annual contribution. **Vote on the Open Town Meeting 1-3-0** (Cherry, Colby and Rines opposed). **Ben Rines, Jr. moved to meet at 5 p.m. on January 18 to sign a special town meeting warrant for the proposed school referendum vote at the Community Center. Vote 3-1-0 (Slack opposed). Ben Rines, Jr. amended his motion to include the marijuana moratorium referendum vote. Vote 3-1-0 (Slack opposed).**

**b. Department of Environmental Protection Consent Agreement Wastewater Treatment Plant:**

Anderson said the Town has been in negotiations with the DEP since last August on the consent agreement. The Town may or may not have to pay a fine of \$2500 and will have to acknowledge that the Town is required to do an operational audit. **Ben Rines, Jr. moved to authorize the Town Manager to sign the agreement. Vote 4-0-0.**

**c. Tax Collection:**

- Review of update foreclosure report
- 2016 Tax Collection update: \$8,598,811.03 Committed for collection; \$4,295,521.37 Collected as of 1/9/2017 (49.9% collection rate). Anderson noted that there are outstanding taxes in the amount of \$309,181.66 and the board may at a future date want to consider what action should be taken on these foreclosed properties. **Jeff Slack moved to liquidate the foreclosed Mason Station properties. Vote 4-0-0.**

**10. New Business**

**a. CMP Pole Permit Application, 83 Lowelltown Road:** **Jeff Slack moved to approve the pole permit. Vote 4-0-0.**

**b. Monthly Financials:**

- Year to Date Department: will be available as soon as they can be reconciled (computer problem).
- H.M. Payson payment statement will be on the next agenda.

**11. Town Manager's Report**

**a. Update Budget Calendar:** A draft updated calendar was distributed which includes a Saturday budget meeting with the Budget Committee and department heads on February 25 at 8 a.m. Notices will be mailed to participants.

**b. Boston Post Cane Update:** Anderson said a facsimile of the cane, made by a company in Peterborough New Hampshire, had been obtained. A nomination form for recipients is available. **Ben Rines, Jr. moved to award the Boston Post Cane to Ruth Kierstead, as being the oldest citizen in town at 101. Vote 4-0-0.**

c. Communications

- Charter Communications has acquired Time Warner and has advised that fees will be increased.
- Taking care of the downtown sidewalks was discussed with the merchants as part of the downtown traffic improvements and recently Brad Sevaldson thanked the Public Works department for sanding the sidewalks before the stores opened on a holiday.
- Tours of the Wiscasset schools will take place on January 18 and January 21.

12. Other Board Business

Jeff Slack thanked T. J. Merry for his report.

13. Adjourn

**David Cherry moved to adjourn the meeting at 7:20 p.m. Vote 4-0-0.**

**Linda Perry**

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**From:** Don Jones <donjones@myfairpoint.net>  
**Sent:** Monday, January 02, 2017 9:55 AM  
**To:** Linda Perry  
**Subject:** Appearance Committee

SA

Please remember I wish to be reappointed to the Appearance Committee. I have been a member for many years. I was left out last year.  
Don Jones

### Town of Wiscasset Board/Committee Membership Application

X Full Name: Norma Gardner

X Street Address: 175 Federal Street

X Mailing Address: P.O. Box 92 Home Phone: 882-7103

X Town of Legal Residence: Wiscasset

X Work Phone: 882-7103 Cell Phone: \_\_\_\_\_ E-mail: norma and Barry gardner@myfairpoint.net

I wish to be considered for the appointment to the: Appearance of The Town

Term Of Appointment 1 yr

Full member: \_\_\_\_\_ Reappointment:  Alternate member: \_\_\_\_\_

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

If yes, please state which Board or Committee/term exp. \_\_\_\_\_

List civic organizations to which you belong now: \_\_\_\_\_

Prior experience, knowledge, or abilities that you have which would contribute to the activities of the Board or Committee: \_\_\_\_\_

Signature: Norma Gardner Date: 1-26-2017

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

Please return to the Selectmen's Office, 51 Bath Road, Wiscasset, ME 04578, by fax 882-8228 or e-mail at [clerk@wiscasset.org](mailto:clerk@wiscasset.org)

\*\*\*\*\*

For Office Use: \_\_\_\_\_

Date received: 1/26/17 Date Appointed: \_\_\_\_\_ Term: \_\_\_\_\_

**REPAYMENT and SETTLEMENT AGREEMENT**

THIS AGREEMENT is made as of the \_\_\_\_\_ day of January 2017 between **Murray Hill Properties, Inc.** of Wiscasset, Maine (hereinafter "Property Owner") and the **Town of Wiscasset**, a municipal corporation located in Wiscasset, Lincoln County, Maine (hereinafter "the Town").

NOW, WHEREAS, Property Owner is a user of water and sewer services from the Wiscasset Water District for ten (10) multi-unit rental properties at 3 Heritage Lane, Wiscasset, Maine; and

WHEREAS, Property Owner has failed to pay for the services;

WHEREAS, the Ordinance authorizes the Town to bring enforcement action; and

WHEREAS, the Town has commenced an enforcement action through a civil action now pending in the Lincoln County District Court in Wiscasset, Docket No. CV-2016-100 (the "Litigation"); and

WHEREAS, Property Owner and the Town wish to avoid litigation; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties enter the following Agreement to resolve all pending and disputed claim

1. Murray Hill Properties, Inc., its successors and assigns, promises to pay to the order of the Town of Wiscasset the sum of \$34,488.61 for past due sewer charges.

2. Murray Hill Properties, Inc. promises to pay and continue to pay all current water and sewer fees and charges as they are billed and become due; however, the current bill dated as of December \_\_\_\_\_, 2016 shall be paid within sixty (60) days of billing, only during the term of this Agreement as part of the payment schedule. Thereafter, Murray Hill Properties, Inc. shall pay all

set for in paragraph 6, below. All bills issued during the period of this agreement shall be paid current billing in full within 30 days of the billing, as required by all ratepayers.-

3. Murray Hill Properties, Inc. agrees to make seven (7) payments of \$2,500.00 dollars per month commencing January 15, 2017, and continuing on the 15<sup>th</sup> day of each consecutive month thereafter.

4. The last monthly payment is due on or before July 15, 2017 will be in an amount sufficient to pay in full the outstanding, amounts due under this Agreement.

5. In addition to the aforementioned monthly payments, Murry Hill Properties, Inc. agrees to make two (2) lump sum payments of \$10,000.00 each, with the first payment of \$10,000.00 due on or before January 5, 2017, and the second payment of \$10,000.00 ~~due on or before July 5, 2017~~incorporated into the final payment due on or before July 15, 2017, as set forth in paragraph 6, below.

6. All payments due hereunder shall be payable to: Town of Wiscasset, 51 Bath Road, Wiscasset, Maine, with the payments mailed or delivered on or before the due dates, as follows:

<b>Payment Due Date</b>	<b>Payment Amount</b>
January 3, 2017 [PAID]	\$10,000.00
January 15, 2017	\$2,000.00
February 15, 2017	\$2,500.00
March 15, 2017	\$2,500.00
April 15, 2017	\$2,500.00
May 15, 2017	\$2,050.00
June 15, 2017	\$2,050.00
July 15, 2017	<u>\$1213,488.61</u>
Total	<del>\$\$\$34,488.61</del> <u>\$37,888.61</u>

7. Interest will cease to accrue on the above amount unless a Default occurs, in which case interest will be charged from the date of default and accrue on the then, unpaid principal remaining due. If a Default occurs, Murray Hill Properties, LLC, its successors and assigns



promise to pay to the order of the Town of Wiscasset all remaining sums due, plus all additional statutory pre-judgment interest of 3.65% that accrues from the date of the Default through entry of judgment.

8. For the purpose of this Agreement, a Default means the failure of the Property Owner to make any required payment on or before the due date set out above, or failure to stay current (pay within 30 days of billing) on all sewer fees and charges billed and due to the Wiscasset Water District during the pendency of this Litigation. If a Default occurs, the Town shall have the option to declare due and payable at once the entire remaining balance due, together with accrued interest from the date of the Default, and the right to file the Stipulation to Judgment (which judgment amount shall reflect credits for any payments made under this Agreement) annexed hereto as **Exhibit A**, and otherwise pursue all judgment enforcement remedies allowed by law. Until a Default has occurred, or all payments described above have been made in accordance with this Agreement, The Town of Wiscasset will file a consented-to motion to stay the Litigation, and will not take any judicial action to collect the past due water and sewer charges of Murray Hill Properties, Inc. Provided all payments are made under this Agreement, the Town shall file the Stipulation to Dismissal annexed hereto as **Exhibit B** by August 1, 2017.

9. Murray Hill Properties, Inc. agrees it has consulted with legal counsel and hereby declares that the terms of this Agreement have been completely read, are fully understood, and voluntarily accepted for the purpose of making a full and final compromise, settlement and release of any and all claims disputed or otherwise relating to the Litigation.

Dated this \_\_\_\_ day of January, 2017.

WITNESS

\_\_\_\_\_

WITNESS

\_\_\_\_\_

MURRAY HILL PROPERTIES, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

TOWN OF WISCASSET

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MAINE  
LINCOLN, ss

DISTRICT COURT  
LOCATION: WISCASSET  
CIVIL ACTION  
DOCKET NO. CV-2016-100

TOWN OF WISCASSET,  
Plaintiff,  
v.

**CONSENT JUDGMENT**

MURRAY HILL PROPERTIES, INC.  
Defendant.

Murray Hill Properties, Inc. ("Murray Hill"), through counsel, hereby consents that judgment be entered in favor of the Plaintiff Town of Wiscasset in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_ ) plus prejudgment interest and costs. Post-judgment interest and costs shall begin to accrue as of the date of this Order. **Defendant hereby waives any rights of appeal and agrees a writ of execution may issue immediately.**

Pursuant to M.R. Civ. P. 79(a), the Clerk is directed to enter this Consent Judgment by notation and incorporate it by reference on the docket.

Date: \_\_\_\_\_

\_\_\_\_\_  
Judge, Wiscasset District Court

Date: \_\_\_\_\_

\_\_\_\_\_  
William Avantaggio, Esquire (Bar No. 7724)  
Attorney for Defendant  
12 Academy Hill Rd.,  
P.O. Box 1149  
Damariscotta, ME 04543

Dated: \_\_\_\_\_

\_\_\_\_\_  
Wendy J. Paradis, (Bar No. 7246)  
Attorney for the Plaintiff  
Bernstein Shur Sawyer & Nelson  
100 Middle Street  
Portland, ME 04101  
(207) 774-1200

STATE OF MAINE  
LINCOLN, ss

DISTRICT COURT  
LOCATION: WISCASSET  
CIVIL ACTION  
DOCKET NO. CV-2016-100

TOWN OF WISCASSET,  
Plaintiff,

v.

MURRAY HILL PROPERTIES, INC.  
Defendant.

**STIPULATION TO DISMISSAL**

Now come the Plaintiff and the Defendant and stipulate to the dismissal of the captioned action with prejudice and without costs.

Date: \_\_\_\_\_

\_\_\_\_\_  
William Avantaggio, Esquire (Bar No. 7724)  
Attorney for Defendant  
12 Academy Hill Rd.,  
P.O. Box 1149  
Damariscotta, ME 04543

Dated: \_\_\_\_\_

\_\_\_\_\_  
Wendy J. Paradis, (Bar No. 7246)  
Attorney for the Plaintiff  
Bernstein Shur Sawyer & Nelson  
100 Middle Street  
Portland, ME 04101  
(207) 774-1200

9a

Redraft 2017 Season  
Town of Wiscasset Pier Policy

Purpose: The purpose of this policy statement and regulations is to assure the continued growth of needed commerce in our village waterfront area while maintaining the future use of public spaces and infrastructure. The objective is to balance the needs of the general public with the opportunity to supply shopping, dining, and recreational amenities to residents and visitors alike. Any activities at the piers should represent the character of the traditional village and waterfront for which Wiscasset is known.

1. At all times the Town of Wiscasset through its Town Manager will retain total rights and control of all activities at the pier. The Town may cancel permits or activities that it deems are not in compliance with the Ordinances and regulations of the pier or that may be detrimental to the character and reputation of the Town.

2. PERMITS:

- All permits may be applied for beginning February 1<sup>st</sup> of each year.
- All supporting required documents must accompany the application including certificate of insurance and a photo or sketch of the proposed structure.
- Applicant will be notified of approval approximately 30 days after application is received.
- Applications are received and reviewed on a first come, first served basis. However once a permit is received for one season, barring any offenses by the vendor, past vendors will have the first option to renew their permit for the year.
- In order to avoid a conflict of interest, no two vendors of like business shall be permitted, per pier.
- Placement of structures shall be decided by the Town.
- Electric use is pro-rated; additional use shall be billed by the Town.
- Seasonal permits once approved shall be paid in advance by May 1<sup>st</sup>. The Seasonal permit fee will be \$600 for each 30x34 square foot space and \$400 for each 10x20 square foot space. Seasonal permits will be approved for the period of Memorial Day Weekend through Columbus Day Weekend. For the period of April 15<sup>th</sup> through October 31<sup>st</sup>. There will be a two week period prior to and after these dates for the purposes of set up and takedown of business structures. Extended time must be approved by the Town Manager. Appropriate fees may be assessed as set annually by the Board of Selectmen.
- Day-Use permits shall be make application for each event; once approved fee shall be paid at least 7 days in advance, unless otherwise authorized. The daily fee is \$25 for each 10x10 square foot space. Fees may be waived for town sponsored events and other approved circumstances at the discretion of the Board of Selectmen.

- Winter rental permits shall make clear whether the business is operational or seeking storage for the season. Winter rental fees will be \$400 for each 30x34 space and \$300 for each 10x20 space. Winter rental permits will be approved for the period of November 1<sup>st</sup> through April 14<sup>th</sup>. Winter rental requests and payment will be due within two (2) weeks of Columbus Day, November 1<sup>st</sup>.
  - Event permits shall be applied for minimally 7 days before an event. Blanket approval for a series of events sponsored by an organization shall be made minimally 30 days prior to the commencement. Approval and scheduling shall be made by the Town and authorized by the Board of Selectmen.
3. Buildings, shelters or vendor stalls may be affixed to the pier for high wind protection. All vendor spaces shall be temporary in nature. All structures shall be no taller than 10 feet and their longest dimension will not exceed 20 feet. There shall be no drilling, sawing, or altering of the pier in any way. The pier will be left in the same condition when the vendor leaves as when the vendor arrived.
  4. Accessory furniture may be permitted, so long as such furniture does not interfere in the use of the pier by other businesses. The furniture shall be accessory in nature with minimal impact on the pier operation. Approval of such accessory furniture must be specifically requested on the permit application.
  5. In order to create a center of activity at the waterfront all vendors will maintain standard business operating hours a minimum of 5 hours per day at least 5 days per week.
  6. All vendors, their property, and employees shall hold themselves to a code of conduct and dress in accordance with the character and reputation of the traditional village waterfront of Wiscasset.
  7. All applicants must show proof of \$1,000,000 (one million dollars) of liability insurance and shall name the Town as second insured up to the \$400,000 limit of liability for municipalities identified in the Maine Tort Claims Act.
  8. In order to accommodate visitors to the pier, vendors are required to find legal parking for any vehicles for themselves, the business, or employees and shall not park in adjacent areas to the pier.
  9. Violations of these policies may result in the immediate cancellation of the permit and impact any future approvals of permits. The Town Manager shall have the ultimate authority to determine if vendors are in compliance with policy. Vendors who are deemed to be in violation of any section of this policy may be removed by the Town at the owner's expense.
  10. Vendors will be required to remove all property from the Pier in an emergency situation; or with advance notice from the Town of Wiscasset.

9a

# TOWN OF WISCASSET Pier Vendor Permit Application

APPLICANT NAME: \_\_\_\_\_

BUSINESS NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

SEASONAL PERMIT:  \$400 (10' X 20')  or \$600 (30' x 34')   
April 15<sup>th</sup>-October 31<sup>st</sup>

~~WINTER RENTAL PERMIT:~~  \$300 (10' X 20')  or \$400 (30' x 34')   
~~November 4<sup>th</sup> - April 14<sup>th</sup>~~

DAY USE PERMIT:  DATE(s): \_\_\_\_\_ \$25

DESCRIPTION OF ALL BUSINESS ACTIVIES THAT WILL TAKE PLACE ON  
SITE: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

REQUEST FOR APPROVAL OF ACCESSORY FURNITURE: (please list all  
furniture and size and attached a sketch of placement)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I REQUEST ELECTRICAL SERVICE:  110 Volt outlet

\$100/season or \$5/day additional use will be billed by the Town

- ATTACH A CERTIFICATE OF INSURANCE, NAMING THE TOWN OF WISCASSET AS AN ADDITIONAL INSURED.
- ATTACH A PHOTO OR SKETCH OF THE PROPOSED STRUCTURE.

9a

I represent that all of the above information is true and correct. I have read the attached Main Street Pier Policies and agree that I will comply with all rules and regulations.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date:

Office use only

Permit fee \_\_\_\_\_  
Electric fee \_\_\_\_\_  
Total amount \_\_\_\_\_  
Approval Date \_\_\_\_\_  
Assigned location \_\_\_\_\_  
Issue date \_\_\_\_\_  
Expiration date \_\_\_\_\_

Recommended \_\_\_\_\_ Not Recommended \_\_\_\_\_ by Waterfront Committee

Authorized by \_\_\_\_\_

Approved by the Board of Selectmen on \_\_\_\_\_ by  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature





# Wiscasset Police Department

51 Bath Road, Wiscasset ME 04578 -Office 207.882-8202 Fax 207.882-8203



96

Jeffrey E. Lange  
Chief of Police

Alfred Simmons  
Sergeant

January 24, 2017

Marian Anderson, Town Manager  
Town of Wiscasset  
51 Bath Road  
Wiscasset, ME 04578

RE: Request for authorization for Wiscasset Police Officers to have statewide arrest authority

In 1994, the Maine State Legislature enacted Title 30-M.R.S.A. §2671 which authorizes the Municipal officers of a city or town to allow their Municipal Police Officers optional (statewide) arrest powers for making an arrest outside the officer's jurisdiction in which they are appointed. Currently Wiscasset Police officers must obtain a warrant to arrest anyone outside Wiscasset.

I am requesting the Board of Selectman to authorize all full-time Wiscasset Police Officers to have statewide arrest powers. This request comes on the eve of having one of our officer's cover calls for service due to an officer involved shooting in the town of Waldoboro. While on duty, our officer was not only responsible for covering Wiscasset but also for covering the southern section of Lincoln County while an officer from another district was responsible for the Northern section, thus enabling the Lincoln County Sheriff's Deputies to assist at the scene of the officer involved shooting.

When called to this type of coverage, there will be an occasion when an officer will witness or is called to a serious crime outside their jurisdiction and will need to make an immediate arrest without having to obtain a warrant. By granting this authorization, the Wiscasset Police Department's full-time officers will have the powers necessary when called upon for this type of necessary coverage.

For your review and information, I have attached the Maine State Revised Statutes and a new draft policy that has been implemented by other Municipalities in the State who have granted optional statewide arrest powers to their Municipal officers.

Thank you for your time and consideration.

Respectfully Submitted,

Jeffrey E. Lange  
Chief of Police



# Wiscasset Police Department

51 Bath Road, Wiscasset ME 04578 -Office 207.882-8202 Fax 207.882-8203



9b

Jeffrey E. Lange  
Chief of Police

Alfred Simmons  
Sergeant

1. **Purpose:** The purpose of this policy is to establish guidelines to Wiscasset Police officers having met the requirements of Title 25 M.R.S.A. §2804-C, as a fulltime Police Officer Optional (Statewide) arrest powers authorized and conferred by the Wiscasset Selectman pursuant to Title 30-A.M.R.S.A. §2671, sub-§ 2-A, which was passed into Law in 2003.
  - A. Arrests, outside the jurisdiction in which the officer is appointed, without a warrant for crimes committed in the Officer's presence:
    - I. The Wiscasset Selectman has authorized full time police officers to perform any of the acts described in Title 17-A, section 15 while the police officer is outside the jurisdiction in which they are appointed if, in which the arrest was made is notified in advance or, when not possible, the law enforcement agency of the foreign municipality in which the arrest has been made is notified immediately after the arrest.
    - II. It is the policy of the Wiscasset Police Department to strictly adhere to the intent of the Legislature when exercising these optional arrest powers.
    - III. Under no circumstances are Officers permitted to use their personal vehicle for the purpose of attempting to stop a motor vehicle for any of the crimes described in Title 17-A, section 15 or for transpoiling any person arrested.
    - IV. Officers who make an arrest pursuant to optional arrest powers shall notify the duty Wiscasset police supervisor as soon as possible who then shall notify the Chief of Police after the arrest and shall be required to write an arrest report outlining the details of the arrest.
2. Arrests, outside the jurisdiction in which the officer is appointed, without a warrant for crimes not committed in your presence:
  - A. It is the policy of the Wiscasset Police Department in collaboration with the District Attorney's Office and only when time permits and no danger exists that the individual to be arrested in a foreign jurisdiction and the expectation is that the individual will flee if not immediately apprehended, a warrant for the arrest of that individual is preferred before an arrest is made.
3. Arrests, outside the jurisdiction in which the officer is appointed, without a warrant for crimes committed in this jurisdiction.
  - A. It is the policy of the Wiscasset Police Department that if the arrest is made as part of an ongoing criminal investigation and the person to be arrested is known to be in a foreign jurisdiction the investigating officer Shall:
    - I. First notify the duty supervisor of the investigator's intent to arrest the individual in the foreign jurisdiction.
    - II. Notify, in advance, the law enforcement agency of the foreign municipality in which the arrest is to be made.
    - III. To the extent possible and as Soon as the situation allows, prior to effecting the arrest, the arresting officer shall seek the assistance of the law enforcement agency in that jurisdiction.



# Wiscasset Police Department

51 Bath Road, Wiscasset ME 04578 -Office 207.882-8202 Fax 207.882-8203



93

Jeffrey E. Lange  
Chief of Police

Alfred Simmons  
Sergeant

## §2671. Police officers

**1. Appointment.** Except as provided by charter, ordinance or section 2636, subsection 6, the municipal officers may appoint police officers for a definite term, and control and fix their compensation. Police officers, including chiefs of police, may be removed for cause after notice and hearing.

A. Before appointing any law enforcement officer, the municipal officers shall investigate the qualifications and background of any person being considered for appointment. This includes investigating the applicant's abilities, reputation for truthfulness and respect for the law. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B. An appointed law enforcement officer is subject to the training requirements of Title 25, chapter 341. [1993, c. 349, §64 (AMD).]

C. Notwithstanding section 2526, residency in the State is not a condition of initial or continued appointment as a municipal police officer. [1989, c. 279, §1 (NEW).]  
[ 1993, c. 349, §64 (AMD) .]

**2. Powers.** Police officers may serve criminal and traffic infraction processes and arrest and prosecute offenders of the law. A police officer has all the statutory powers of a constable, unless limited by charter or ordinance. No police officer has any authority in criminal or traffic infraction matters beyond the limits of the municipality in which the officer is appointed, except to:

A. Recapture a prisoner whom the officer has arrested and who has escaped; [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B. Take a person before the District Court; [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

C. Execute a mittimus given to the officer by the District Court; [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

D. Pursue a person who has gone into another municipality and for whose arrest the officer has a warrant; [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

E. Arrest a person who travels beyond the limits of the municipality in which the officer is appointed when in fresh pursuit of that person. This paragraph applies to all crimes and traffic infractions. As used in this paragraph:

(1) With respect to Class A, Class B and Class C crimes, the term "fresh pursuit" is defined in Title 15, section 152; and

(2) With respect to Class D and Class E crimes and traffic infractions, "fresh pursuit" means instant pursuit of a person with intent to apprehend; or [1989, c. 104, Pt. C, §§8, 10 (AMD); 1989, c. 104, Pt. D, §6 (AMD).]



# Wiscasset Police Department

51 Bath Road, Wiscasset ME 04578 -Office 207.882-8202 Fax 207.882-8203



9b

Jeffrey E. Lange  
Chief of Police

Alfred Simmons  
Sergeant

F. As provided for in section 2674. [1989, c. 104, Pt. A, §23 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]  
[ 1989, c. 104, Pt. C, §23, Pt (AMD); 1989, c. 104, Pt. D, §6 (AMD) .]

**2-A. Optional powers.** Notwithstanding subsection 2, municipal officers may authorize a municipality's police officers who have met the requirements of Title 25, section 2804-C to perform any of the acts described in Title 17-A, section 15 while the police officers are outside the jurisdiction in which they are appointed if, when possible, the law enforcement agency of a foreign municipality in which the arrest is to be made is notified in advance or, when not possible, the law enforcement agency of the foreign municipality in which the arrest has been made is notified immediately after the arrest.

A. [2003, c. 233, §4 (RP).]

B. [2003, c. 233, §4 (RP).]  
[ 2003, c. 233, §4 (AMD) .]

**2-B. Liability.** When a municipal police officer makes an arrest, as authorized in subsection 2-A or subsection 4, outside of jurisdictional limits of the municipality in which the police officer is appointed, that police officer has the same immunity from tort liability and all of the pension, relief, disability, workers' compensation, insurance and any other benefits the police officer enjoys while performing duties within the police officer's appointing municipality.  
[ 2005, c. 320, §1 (AMD) .]

**3. Representation of the municipality in District Court.** The municipal officers may authorize a law enforcement officer certified by the Maine Criminal Justice Academy, under Title 25, section 2803-A, subsection 1, to represent the municipality in District Court in the prosecution of alleged violations of ordinances which the officer may enforce. Under this subsection, the municipal officers may delegate their power to authorize law enforcement officers to represent the municipality to the municipality's full-time chief of police.  
[ RR 2007, c. 1, §16 (COR) .]

**4. Multijurisdictional crimes.** If there is probable cause to believe that more than one theft, forgery or negotiation of a worthless instrument committed pursuant to one scheme or course of conduct by the same or several persons has occurred in more than one municipal jurisdiction, a police officer in a municipality in which at least one of the thefts, forgeries or negotiations of worthless instruments was committed may investigate and assist in the prosecution of all the related thefts, forgeries or negotiations of worthless instruments, with the express authorization of the police officer's municipal officers.  
[ 2005, c. 320, §2 (NEW) .]

SECTION HISTORY

1987, c. 737, §§A2,C106 (NEW). 1989, c. 6, (AMD). 1989, c. 9, §2 (AMD). 1989, c. 104, §§A23,C8,C10 D6 (AMD). 1989, c. 279, §1 (AMD). 1993, c. 349, §64 (AMD). 1993, c. 594, §2 (AMD). 2003, c. 233, §4 (AMD). 2005, c. 320, §§1,2 (AMD). RR 2007, c. 1, §16 (COR).



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## §2672. Special police officers

Special police officers of limited jurisdiction may be appointed for a term of not more than one year and as provided in section 2671, subsection 1. These officers have all the powers of a police officer, except as specifically provided by charter, ordinance or the certificate of appointment. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

### SECTION HISTORY

1987, c. 737, §2, C106 (NEW). 1989, c. 6, (AMD). 1989, c. 9, §2 (AMD). 1989, c. 104, §§8, 10 (AMD).

## §2673. Constables

Constables shall be appointed in the same manner and with the same effect as special police officers under section 2672. Persons injured by the neglect or misdoings of a constable have the same remedy by preliminary action and action of the constable's bond, as in the case of a sheriff's bond. For services which may be performed either by a deputy sheriff or a constable, the constable is allowed the same fees as a deputy sheriff, unless otherwise provided. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

**1. Carrying weapons.** A constable's certificate of appointment shall state whether or not the constable is allowed to carry a weapon, concealed or unconcealed, in the performance of duties. If a constable is restricted in carrying a weapon, this prohibition is not affected by any weapons license the individual may possess.

[ 1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) . ]

### SECTION HISTORY

1987, c. 737, §2, C106 (NEW). 1989, c. 6, (AMD). 1989, c. 9, §2 (AMD). 1989, c. 104, §§8, 10 (AMD).

## §2674. Aid to other law enforcement agencies

Except as otherwise provided by municipal charter or ordinance, the municipal officers may authorize the chief of police or other designee to request other municipalities to provide law enforcement officers to assist the requesting municipality. The county commissioners may authorize the sheriff or other designee to request a municipality to provide law enforcement officers to assist the requesting county. The municipal officers may authorize the chief of police or other designee to provide law enforcement officers to assist other municipalities or counties when so requested by a properly authorized chief of police, sheriff or other designee of the requesting municipality or county. [2013, c. 261, §2 (AMD).]

The authorizations of the municipal officers or county commissioners must be accompanied by an agreement between the requesting municipality or county and the responding municipality or county that specifies which governmental entity is liable, if any liability is determined to exist, for personal



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injury or property damage caused by or occurring to the law enforcement officers of the responding municipality or county in the course of assisting the requesting municipality or county. [2013, c. 261, §2 (AMD).]

If the request for assistance is for a major unplanned incident that jeopardizes the health and welfare of the citizens of the requesting municipality or county and when delay may cause further jeopardy to life or property or in the case of jointly planned collaborative activity, the police chief of any municipality or sheriff of any county or the chief's or sheriff's designee may request assistance from or provide assistance to another municipality or law enforcement agency whether or not an agreement between the 2 parties exists. Each law enforcement department shall assume its own liability to a 3rd party, except for liability incurred by the command or operational decisions made by the requesting department, which must be assumed by the requesting department. For the purposes of this paragraph, "major unplanned incident" means an extraordinary emergency to which a law enforcement agency is unable to adequately respond that presents a substantial and imminent danger to the public safety and that necessitates the cooperation or assistance of other law enforcement agencies. [2013, c. 261, §2 (AMD).]

The law enforcement officers of the responding municipality or county or law enforcement agency have the same authority as law enforcement officers within the limits of the requesting municipality or county, except as to the service of civil process, and, when assisting other municipalities, have the same privileges and immunities as when acting within their own jurisdiction. [2013, c. 261, §2 (AMD).]

Notwithstanding section 501 and except as otherwise provided by municipal charter or ordinance, the municipal officers may authorize the chief of police or other designee to request a county sheriff to appoint as a deputy sheriff a municipal law enforcement officer who has satisfied the training requirements of Title 25, sections 2804-C and 2804-E. The authorization of the municipal officers must be accompanied by an agreement between the requesting municipality and the respective county that specifies the purpose and time period for which the authorization is granted and which governmental entity is liable, if any liability is determined to exist, for personal injury or property damage caused by or occurring to law enforcement officers of the municipality in the course of exercising their authority as deputy sheriffs. A municipal law enforcement officer appointed pursuant to this paragraph has the same authority as a deputy sheriff within the respective county, except as to the service of civil process, and has the same privileges and immunities as when acting within the officer's own jurisdiction. [2015, c. 419, §1 (NEW).]

#### SECTION HISTORY

1987, c. 737, §2 (NEW). 1989, c. 6, (AMD). 1989, c. 9, §2 (AMD). 1989, c. 104, §8,10 (AMD). 1999, c. 654, §1 (AMD). 2001, c. 65, §1 (AMD). 2013, c. 261, §2 (AMD). 2015, c. 419, §1 (AMD).

# HM Payson Monthly Statement of Wiscasset Accounts

10B

Account Name	Market Value as of 10/31/2016	Market Value as of 11/30/2016	Market Value as of 12/31/2016
Montsweag Dam Reserve Fund	\$ 121,662.78	\$ 123,947.73	\$ 125,045.91
Cemetery Trust Fund	\$ 1,593,847.15	\$ 1,623,781.21	\$ 1,638,167.92
General John French Scholarship	\$ 47,544.74	\$ 48,437.68	\$ 48,866.84
Jackson Cemetery Fund	\$ 22,594.01	\$ 23,018.34	\$ 23,222.29
Larabee Band Fund	\$ 546,813.93	\$ 557,083.65	\$ 562,019.42
Haggett Scholarship Fund	\$ 11,286.38	\$ 11,498.35	\$ 11,600.22
Mary Bailey Fund	\$ 333,038.07	\$ 339,292.86	\$ 342,299.00
Seth Wingren Fund	\$ 20,927.16	\$ 21,320.19	\$ 21,509.09
Wiscasset Community Center Endowment Fund	\$ 2,370.93	\$ 2,415.46	\$ 2,436.86
Cooper-DiPerri Scholarship Fund	\$ 32,933.14	\$ 35,085.26	\$ 32,773.35
Recreation Scholarship	\$ 612.66	\$ 624.17	\$ 62,970.00
<b>Town of Wiscasset Endowment Fund Total</b>	<b>\$ 2,733,630.95</b>	<b>\$ 2,786,504.90</b>	<b>\$ 2,870,910.90</b>
Town of Wiscasset Capital Reserve	\$ 1,852,077.43	\$ 1,882,021.99	\$ 1,896,056.70
Town of Wiscasset Construction Reserve	\$ 2,042,654.43	\$ 2,075,680.26	\$ 2,091,159.12
Town of Wiscasset Equipment Reserve	\$ 3,329,039.86	\$ 3,382,864.08	\$ 3,408,090.94
Town of Wiscasset Furnace Replacement Reserve	\$ 273,911.90	\$ 278,340.54	\$ 280,416.19
Town of Wiscasset Major Repairs Reserve	\$ 368,981.25	\$ 374,946.97	\$ 377,743.05
Town of Wiscasset Recreation Building Reserve	\$ 1,447,358.03	\$ 1,470,759.05	\$ 1,481,726.87
Town of Wiscasset Retirement Health Insurance Reserve	\$ 332,554.30	\$ 337,931.07	\$ 340,451.11
Town of Wiscasset Roof Repair Reserve	\$ 251,529.90	\$ 255,596.66	\$ 257,502.71
Town of Wiscasset Sale of Cemetery Lots Reserve	\$ 68,708.85	\$ 69,819.74	\$ 70,340.40
Town of Wiscasset Highway Department Capital Reserve	\$ 1,770.65	\$ 1,799.28	\$ 1,812.70
Town of Wiscasset Fire Department Vehicle Capital Reserve	\$ 2,360.88	\$ 2,399.05	\$ 2,416.94
<b>Town of Wiscasset Reserve Funds Total</b>	<b>\$ 9,970,947.48</b>	<b>\$ 10,132,158.69</b>	<b>\$ 10,207,716.73</b>

COFF 10C



# Office of the Town Clerk

51 Bath Road  
Wiscasset, ME 04578

Phone: (207) 882-8200  
Fax: (207) 882-8228  
E-mail: [clerk@wiscasset.org](mailto:clerk@wiscasset.org)

## BUSINESS LICENSE APPLICATION

Every person, firm, corporation, LLC, professional association or partnership doing business within the Town of Wiscasset must complete this Application.

\*\*\*\*\*

Name/Title of Business: Kathrynne Willhoite Photography  
New Business  Existing Business  years in operation Ownership/Location Change

Location of business: Online/operating from Wiscasset, ME

Preferred mailing address: 336 Gibbs Road, Wiscasset, ME 04578

Business phone number: (207) 446-6274

Description of business: wedding and portrait photography

Owner's name: Kathrynne Willhoite

Owner's home address: 336 Gibbs Road, Wiscasset, ME 04578

Owner's telephone number: (207) 446-6274

\*Emergency contact person: Dakota Willhoite

\*Emergency phone numbers: home: N/A cell: (207) 446-8738

\*This information will be shared with 911 so you can be contacted in case of after hour emergencies.

### NEW BUSINESSES ONLY COMPLETE BELOW INFORMATION

Have you seen the Code Enforcement Officer and Town Planner for approval? \_\_\_\_\_

Will you need a sign permit? No

Will this business be a home occupation? Yes

This business will be a: Corporation or LLC \_\_\_\_\_ Partnership \_\_\_\_\_ Sole proprietor

Would you like a link to your business placed on the Town of Wiscasset Website? Yes  No

Provide e-mail and/or web address: kathrynne@kathrynnewillhoite.com  
www.kathrynnewillhoite.com

Please be aware that State licenses and permits may be required. This application must be updated annually with the Town of Wiscasset.

I, Kathrynne Willhoite, state that I am owner of the above name firm or business, and make oath that the information stated above is true and I am aware that all applicable local, state and federal ordinances, laws, rules, and regulations must be complied with before this License can be issued.

Date: 11/16/16

Signature: Kathrynne J. Willhoite  
TOWN CLERK

DATE RECEIVED: \_\_\_\_\_ DATE APPROVED: \_\_\_\_\_ ASSESSING: \_\_\_\_\_ WFR/IST: \_\_\_\_\_



10d

**Kathleen Onorato**

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**From:** Bruce Flaherty <bwflah@gmail.com>  
**Sent:** Friday, January 13, 2017 5:41 PM  
**To:** townmanager@wiscasset.org; admin@wiscasset.org  
**Subject:** For Selectmen: 2017 Wiscasset Spirit of America Tribute

Dear Marian, Kathy & Other Wiscasset Officials,

Hope you're enjoying a great 2017 & thank you for your town choosing such deserving recipients (the food pantries) of the 2016 Spirit of America Foundation award – Wiscasset is listed with pride on Foundation website <http://spiroaf.com>

**Invitation:**

Your Board of Selectmen is asked to pick the local person, project or group to receive the 2017 Wiscasset Spirit of America Foundation Tribute for outstanding community service using your own criteria and to honor the recipient (presumably with a resolution or proclamation) at a Selectmen's meeting in April (National Volunteer Month). We'll need to know (see end of this e-mail) about the recipient to facilitate an anticipated Fall event honoring all 2017 Spirit of America award winners throughout Lincoln County.

Best/simplest strategy for most communities: choose the one to whom your annual town report is dedicated as Spirit of America winner and honor them (perhaps posthumously) at the annual town meeting – it's a well-attended event (great publicity for those honored) & is a nice tradition to which folks will look forward!

Your Selectboard may choose and honor the town's Spirit of America recipient each year without waiting to hear from us.

**County event:**

The 2017 privilege granted to Maine municipalities to choose Spirit of America Foundation Tribute winners expires on June 30. For any municipality not informing us of its Spirit of America recipient by 6/30, its county officials have permission to pick the 2017 winner. That sensible arrangement gives towns plenty of time to make a selection, helps counties with planning/preparing certificates for their annual Spirit of America event, and could ensure the county ceremony publicizes community service for each town.

Twelve Maine counties have hosted ceremonies honoring their towns' recipients of the 2016 Spirit of America Foundation Tribute – go to site <http://wqitgreeneme.pegcentral.com/player.php?video=52b27782b533bdd1f279d93c70b03f7a> to watch Androscoggin County's event – a ceremony honoring Franklin County's winners is scheduled for Jan. 24 & all Spirit of America winners in the other three counties were recognized at a tri-county event in October. We're hoping every county will host a ceremony honoring its 2017 Spirit of America recipients!

**Background:**

Spirit of America Foundation is a 501(c)(3) public charity established in Augusta, ME to encourage volunteerism & it allows the Spirit of America Foundation Tribute to be presented in the name of any Maine municipality. There is no fee involved, and local officials chose their community's 2016 Spirit of America winner in 100+ towns!

The first Spirit of America Foundation award was presented to Alma Jones by Augusta Mayor William Burney on Nov. 26, 1991. Maine Governors John Baldacci and Angus King and Maine Municipal Association Director Chris Lockwood are among many who have played key roles at one of the 500+ Spirit of America ceremonies over the years. You can find more info about the Foundation on website <http://spiroaf.com> (where the 'Municipal Resolution' page has sample resolutions, and the 'Honored Ever' page lists towns' previous winners).

A municipality may achieve Spirit of America's Gold Distinction by presenting the Spirit of America Foundation Tribute at the annual town meeting or inauguration, during an annual community festival, or during National Volunteer Month (April). Qualifying towns are listed on the 'Gold Distinction' page on website <http://spiroaf.com>.

2016 Gold Distinction towns included: Appleton, Bath, Belgrade, Benton, Bowdoinham, Cambridge, Canaan, Casco, Chelsea, Cherryfield, China, Damariscotta, Detroit, Dixfield, Dresden, Durham, Eastport, Edgcomb, Embden, Fairfield, Farmingdale, Fayette, Freedom, Georgetown, Greene, Guilford, Hallowell, Harmony, Hartland, Hiram, Kingfield, Leeds, Lewiston, Livermore, Madison, Manchester, Marshfield, Mechanic Falls, Mercer, Minot, Monroe, Montville, Mount Chase,

10d

Mount Vernon, Norridgewock, North Berwick, Oakland, Orland, Palmyra, Paris, Phippsburg, Pittsfield, Pittston, Poland, Readfield, Richmond, Ripley, Rome, Roxbury, Sangerville, Searsmont, Searsport, Sebec, Shirley, Sidney, Skowhegan, Solon, Somerville, Starks, Stockton Springs, Troy, Union, Waldoboro, Washington, Waterville, Wayne, West Bath, West Gardiner, Whitefield, Windham, Winslow, Winterport, Woolwich.

Hoping you tell us by Feb. 28 the name, mailing address and an accomplishment of Wiscasset's 2017 Spirit of America recipient and also the occasion of your local award ceremony (see end of this e-mail) – will publicize your town as a 'Pacesetter' if you do! Thanks for your immense help to volunteerism!

Bruce Flaherty, President  
Maine Spirit of America  
(a chapter of Spirit of America Foundation)  
622-7311

We anticipate the most common 2017 scenario will be that towns present a resolution (and the 'Municipal Resolution' page at [spiroaft.com](http://spiroaft.com) has samples) to their Spirit of America winner at the annual town meeting.

\*\*\*\*\*

After your town selects its 2017 winner, please visit website <http://spiroaft.com/soatd> (note the 'spiroaft.com' spelling) & follow these steps to enter the info we need from 'you':

Click 'Login' link at top right, enter 'So-222' for both Username and Password, then click 'Log in' button, click 'Home'.

Enter 'Town', 'Winner Name', 'Winner Mailing Address', 'Winner Accomplishments' (15-25 words), Occasion of award presentation/'Distinction', 'Dedication', 'Name of Committee Choosing Winner', 'Your Name', 'Your Title', 'County', then click 'Submit'.

Thank you so much for your help!

12a

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

**NOTICE OF PROPERTY TAX ASSESSMENT REVIEW**

1/19/17

Ronald Gonyou  
230 Pooler Pit Road  
Wiscasset, ME 04578

COPIED

**PROPERTY REVIEWED**

**Map R01 Lot 37-F RE Acct # 2628**

**CURRENT ASSESSED VALUE  
Farmland Removal Penalty  
FINDINGS**

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

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

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

\_\_\_\_\_ An adjustment will be made. The following assessments now apply.

~~These changes will be applied for the next Tax year.~~

**Land Value: \$ Building Value: \$**

  X   Supplement will be recommended for : **\$ 1,781.17**

Remarks: Per owner request remove 7 acres from farmland classification. I hereby recommend supplement. If you have any further questions, please feel free to contact the Wiscasset Assessing office.

Sincerely;



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

12/20/2016

**FARMALND PENALTY CALCULATION ESTIMATE**

GONYOU

MAP R01 LOT 37-f

REMOVAL OF 7.3 ACRES FROM FARMLAND CLASSIFICATION

*(Handwritten mark)*

Full Value					
		Base	Total	Depr.	Total
BASELOT	1	\$39,600.00	\$39,600.00	100%	\$39,600
REAR 1	6	\$2,000.00	\$12,600.00	100%	\$12,600
REAR 2	0	\$800.00	\$0.00	100%	\$0
REAR 3	0	\$0.00	\$0.00	100%	\$0
WASTE	0	\$100.00	\$0.00	100%	\$0
	7	Total			\$52,200
					100% Certified Ratio
					<b>\$52,200 Full Value Total</b>

Value in FL					
		Base	Total	Depr.	Total
MIXED WOOD	5	\$383.00	\$1,915.00	100%	\$1,915
PASTURE	2	\$580.00	\$1,160.00	100%	\$1,160
	0	\$0.00	\$0.00	100%	\$0
	7	Total			\$3,075
					100% Certified Ratio
					<b>\$3,075 Value in FL</b>

Penalty Calculation		
Full Value		\$52,200.00
FL Value		\$3,075.00
Difference		\$49,125.00

Tax Year	2016	2015			
Difference	\$49,125.00	\$49,125.00	\$0.00	\$0.00	\$0.00
Mil Rate	0.01871	0.0164	0.01704	0.0158	0.01383
Interest Rate	7.00%	7.00%	7.00%	6.75%	11.50%
#/years		1	2	3	4
Amount	\$919.13	\$862.05	\$0.00	\$0.00	\$0.00

**\$1,781.17 Penalty Amount**