

APPLICATION FOR SPECIAL AMUSEMENT PERMIT

DATE: 10/21/13

APPLICANT(S) NAME: MARK BUSCAMERA

APPLICANT(S) RESIDENCE ADDRESS: 65 MAIN Rd West Point Island ME 04578

REC-1470

BUSINESS NAME: The 27 Pub & Grill

BUSINESS ADDRESS: 65 Gardiner Rd. Wiscasset

BUSINESS DESCRIPTION: Restaurant

LOCATION TO BE USED: 65 Gardiner Rd. Wiscasset

DESCRIBE ENTERTAINMENT: ONE OR TWO PERSONS Playing music Karaoke

HAS THE APPLICANT EVER HAD A LICENSE TO CONDUCT THE BUSINESS THEREIN DESCRIBED EITHER DENIED OR REVOKED? YES  NO  IF SO, DESCRIBE THOSE CIRCUMSTANCES ON A SEPARATE DOCUMENT.

HAS THE APPLICANT, INCLUDING ALL PARTNERS, COORPORATE OFFICERS, MANAGERS OR PRINCIPAL EMPLOYEES EVER BEEN CONVICTED OF A FELONY? YES  NO  IF SO, DESCRIBE SPECIFICALLY THOSE CIRCUMSTANCES ON A SEPARATE DOCUMENT.

By signing below, the applicant agrees that the information on this permit is factual and true and agrees to abide by applicable local, state and federal laws, rules and standards including, but not limited to Article X, Section 1 (Special Amusement Permits) of the Wiscasset Ordinances and Title 28-A (Liquors) of the Maine State Statutes.

Signature(s): Mark Buscamera Date: 10/21/13

Nov 5, 2013 - public hearing  
Newspaper - 10/31/13 (done)  
posted notice - 10/28/13

5

WISCASSET BOARD OF SELECTMEN,  
BOARD OF ASSESSORS AND OVERSEERS OF THE POOR  
OCTOBER 15, 2013, 6 p.m.

Preliminary Minutes

Tape recorded message

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

1. Call to Order

Chair Ed Polewarczyk called the meeting to order at 6:00 p.m.

2. Discussion regarding poverty abatement requests

**Judy Colby moved that the Board of Selectmen go into executive session pursuant to the provisions of Title 36, §841(2) MRSA to consider a request for an abatement of taxes for reasons of poverty. Vote 5-0-0. The board entered executive session at 6:03 p.m. and exited at 6:53. Judy Colby moved to come out of executive session. Vote 5-0-0. Pam Dunning moved to deny the poverty abatement request No. 1303. Vote 5-0-0.**

7:00 p.m.

3. Pledge of Allegiance to the Flag of the United States of America

4. Public Hearing for Automobile Graveyard and/or Junkyard permit renewals

Steve Kent, owner of 326 Bath Road and abutter of Jim's Auto Trim and Grover Auto & Tire, said a recent survey showed that the property line between Grover's property and his goes through two school buses and a Camaro parked on Grover's property. He anticipates the problem will be resolved. Town Manager Laurie Smith recommended that the board stay in touch with Mr. Kent regarding the property line issue. The public hearing closed at 7:05 p.m.

**Jeff Slack moved to approve the Automobile Graveyard and/or Junkyard permit renewals for Blagden's Garage, Jim's Auto Trim, Pro Body Works, Grover Auto & Tire, Inc., and Norman's Used Cars. Vote 5-0-0.**

5. Public Hearing on the November 5 ballot

Ed Polewarczyk read the articles on the ballot.

Regarding Article 2, Pam Dunning reminded the public that this is the last vote on the question and that 844 voters are needed in order for the vote to be valid.

There were no comments or questions on Articles 3 and 4.

William Rines, Wastewater Treatment Plant Manager, explained the need for the capital improvement items, which is Article 5 on the ballot: two of the pump stations have outlived their 20-year life expectancy by over 10 years and the Federal Street interceptor line, which has leaks, was installed in 1960. The article asks for approval of a United States Department of Agriculture, Rural Development,

grant and loan (\$226,000 and \$974,000 respectively). Repayment will come from user fees and capital Improvement funds.

Article 6: Town Planner Misty Parker explained that the Adult Entertainment Establishment Ordinance will further regulate these establishments by instituting sign standards and setbacks from residences, schools and churches.

Article 7: Parker explained that roads are not now regulated other than new roads in subdivisions; however, the new ordinance will provide outlines for new roads based on usage. There will be standards for improving existing roads if substantial development is planned. The public hearing closed at 7:21 p.m.

6. Approval of Treasurer's Warrant: October 8 and 15, 2013

**Pam Dunning moved to approve the Treasurer's Warrant of October 8, 2013. Vote 5-0-0. Pam Dunning moved to approve the Treasurer's Warrant of October 15, 2013. Vote 5-0-0.**

7. Approval of Minutes: October 1 and October 8, 2013

**Judy Colby moved to approve the minutes of October 1, 2013. Vote 5-0-0. Judy Colby moved to approve the minutes of October 8, 2013. Vote 5-0-0.**

8. Appointments – none

9. Special Presentations or Awards – none

10. Public Comment – none

11. Department Head or Committee Chair Report – none

12. Unfinished Business – none

13. New Business

A. Public hearing on liquor license application – postponed until 8 p.m.

**B. Authorize the tax commitment: Laurie Smith explained that the tax rate is determined by the total Town appropriations less revenues divided by the total Town property valuation. She said the fund balance has been used in the past to augment the revenues and she gave examples of previous years' contributions. She presented several options for calculating the mill rate depending upon the fund balance contribution. On a property valued at \$150,000, for example, with a fund balance of \$125,000, the total tax increase would be \$45.00 **Judy Colby moved to set the fund balance contribution at \$125,000 (which would result in a \$16.20 tax rate). Vote 5-0-0.****

C. Request from New Hope for Women to place a Domestic Violence Awareness sign in the village

**Jeff Slack moved to approve the Domestic Violence Awareness Month sign as requested from October 16 to October 31. Vote 5-0-0.**

#### 14. Town Manager's Report

**A. Lincoln County Tax Payment:** Smith reported she had written to the County Commissioners regarding a possible extension of the town's county tax due date. The commissioners had, in view of the October 8 town vote, decided it was not an issue and had not discussed it at its October 15 meeting. Smith informed the County that the Town will still be a month behind with a December 6 Town tax due date. The bank has limited how much the Town can borrow at this point, so a loan for the tax payment is not an option. If the Town is not able to make the County tax payment by October 31, it will be charged 7% interest; however, Smith said every effort would be made to make the payment on time.

**B. Subcommittee of Selectmen to review Real Estate Agent proposals:** Smith said the only proposal received for the sale of the Bath Road properties was from Sherri Dunbar. She recommended that the board appoint a subcommittee to review the proposal. **Judy Colby moved to appoint Pam Dunning and Tim Merry to a subcommittee to review real estate proposals. Vote 5-0-0.** The subcommittee will bring its recommendation to the board in November.

**C. 25 Middle Street:** George Freeman, the successful bidder on this property, had, after reviewing the documents related to the property, advised Smith that he was backing out. He said he was uncomfortable knowing that the heirs thought they still owned the property and he would contact them to see if something could be worked out. **Judy Colby moved to have the real estate agent sell the property. Vote 5-0-0.**

**D. Tax Newsletter:** Smith asked the board whether ballot information should be sent out with the tax bills and tax newsletter considering the delay in mailing. **Jeff Slack moved that if the tax bills go out the week of October 21, the ballot information be included. Vote 4-1-0.**

**E. Sheriff's Action on Mason Station:** Smith reported that the sheriff had secured equipment, that had been removed from the building and packed for shipment, in order to assist the town in collection of its judgment and writ of execution against Mason Station LLC for the outstanding debt to the Town.

8 p.m.

#### 13. A. Public Hearing for new liquor license for The 27 Pub & Grill

Mark Buscanero said he plans a family restaurant with pub fare and will open at the end of November. There may be entertainment in the future. The Code Enforcement Officer, and Planning and Police Departments had signed off on the application. **Jeff Slack moved to approve the application for liquor license. Vote 5-0-0.**

#### 15. Other Business

##### A. Executive Session regarding the Mason Station Properties

**Judy Colby moved to go into executive session pursuant to 1 MRSA §405 (6)(C) to discuss the possible disposition of properties. Vote 5-0-0.** The board entered executive session at 8:05 and exited at 8:20

##### B. Executive Session regarding the possible expansion project and TIF with Molnlycke

**Judy Colby moved to enter executive session pursuant to 1 MRSA Section 405 (6)(C) to discuss a TIF agreement proposal for the Molnlycke project. Vote 5-0-0. The board entered executive session at 8:21 and exited at 8:29.**

**11. Adjournment**

The meeting adjourned at 8:30.

10a

TOWN OF WISCASSET, MAINE

CERTIFICATE OF CLERK

I, the undersigned Town Clerk of the Town of Wiscasset, Maine, hereby certify that the following is a true copy of a vote duly adopted at a meeting of the Municipal Officers duly called and held in Wiscasset, Maine on November 5, 2013, all of the said Municipal Officers having been duly notified of the time, place and purpose of said meeting.

VOTED: (1) That under and pursuant to Title 30-A, Section 5771 of the Maine Revised Statutes, as amended and supplemented, there be and hereby is authorized the issuance of a NOW \$3,580,000 principal amount Tax Anticipation Note of the Town in anticipation of the receipt of taxes for the municipal fiscal year which commenced July 1, 2013, and ends June 30, 2014.

(2) That said Note shall be dated July 12, 2013 or some other date acceptable to the parties, shall mature on June 30, 2014, shall be signed by the Treasurer and countersigned by the Chairman of the Board of Selectmen, shall bear interest at the rate of 0.79% per annum accruing on an actual over 365 day basis, shall be payable at Bath Savings Institution, and otherwise be in such form and bear such details as the signers may determine.

(3) That said Note is hereby sold and awarded to Bath Savings Institution.

(4) That said Note is hereby designated qualified tax exempt obligations of the Town for the 2013 calendar year pursuant to the Internal Revenue Code of 1996.

(5) That all things heretofore done and all action heretofore taken by the Town, its municipal officers and agents in the authorization of said Note are hereby ratified, approved and confirmed and the Treasurer and Chairman are each hereby authorized to take any and all action necessary or convenient to carry out the provisions of this voting, including delivering said Note against payment therefor.

I further certify that the above vote has not been amended or rescinded and remains in full force and effect.

WITNESS MY HAND AND THE SEAL of the Town, this 5<sup>th</sup> day of November, 2013.

\_\_\_\_\_  
TOWN CLERK

(TOWN SEAL)

11a

**QUITCLAIM DEED**

**THE INHABITANTS OF THE TOWN OF WISCASSET**,, whose mailing address is 51 Bath Road, Wiscasset, Maine 04578, for consideration paid grant to **GERALD A. BAILEY and SHELLY A. BAILEY**, whose mailing address is 9 Winthrop Road, Wiscasset, Maine 04578, with **QUITCLAIM COVENANTS**, the following described premises:

Beginning at an iron rod set in the southwesterly sideline of Fowle Hill Road; thence South 66 degrees 54' 17" West along land now or formerly of the Hunt Company, Inc. five hundred seventy-nine and ninety-one hundredths (579.91) feet to an iron rod; thence South 22 degrees 16' 3" East along land now or formerly of Coastal Property Rentals LLC two hundred twenty-five and five tenths (225.5) feet to an iron rod; thence North 70 degrees 58' 13" East along other land of the Grantors herein six hundred fifty-two and thirty six hundredths (652.36) feet to an iron rod set in the southwesterly sideline of Fowle Hill Road; thence North 37 degrees 3' 20" West along the Fowle Hill Road a distance of two hundred eighty (280) feet to the point of beginning.

Being a portion of the premises described in Book 4025, Page 109, and being a portion of Lot H in the Hunt Mill Subdivision as shown in Plan Book 91, Page 15.

The Inhabitants of the Town of Wiscasset derive title by matured tax liens dated July 13, 2012 and recorded in Book 4547 at Page 302 and dated July 19, 2013 and recorded in Book 4688 at Page 85.

The premises are shown on Wiscasset Tax Maps as May R03 Lot 085E.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

TOWN OF WISCASSET

\_\_\_\_\_  
Witness

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

State of Maine  
Lincoln, ss.

\_\_\_\_\_, 2013

Personally appeared the above named \_\_\_\_\_ and  
acknowledged the foregoing instrument to be his/her/their free act and deed in his/her said  
capacity.

Before me,

\_\_\_\_\_  
Notary Public

# EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

AGENCY: Tim Dunham Realty DATE: October 28, 2013

## 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  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) 4227, Page(s) 213, the undersigned as Seller, hereby gives the Agency the exclusive right to sell or exchange said property at a price of \$ \_\_\_\_\_, 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 \_\_\_\_\_ % of contract price. This Agreement begins on November 5, 2013 and will expire on November 5, 2014. 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, 2015.

## 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.

Seller acknowledges and/or agrees:

- A continuing duty between the signing of this listing agreement and the final closing to disclose to Agency all information about the property, adverse or otherwise, and understands that all such information shall be disclosed by Agency to Buyer.
- To hold Agency harmless for any claim which may result from the Seller's failure to disclose information about the property.
- To refer all inquiries to Agency.
- To convey property by Quitclaim deed.
- To authorize a "For Sale" sign on the property.  Yes  No
- To authorize the advertising of the property.  Yes  No
- To authorize use of a key and/or a lock box on the property.  Yes  No
- To authorize Agency to divulge the existence of offers on the property.  Yes  No
- To authorize publication of property and applicable disclosure attachments in the MLS and use of information for marketing, appraisal and statistical purposes.  Yes  No
- To authorize the Agency to use and make exterior and interior photographs of said property in promoting its sale.  Yes  No
- To authorize inclusion of street address of the property on Internet display to the public.  Yes  No
- To authorize inclusion of automated estimate of market value (AVM) on the property shown on virtual office websites.  Yes  No
- To authorize inclusion of allowing comments or reviews about the listing on virtual office websites.  Yes  No
- That Agency has discussed with Seller safeguarding of personal property and valuables located within the Property. Seller acknowledges that the Agency is not an insurer against loss of or damage to personal property.
- That the State of Maine law requires Buyers of property owned by non-resident Sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Service.
- That the State of Maine law says that the owner of property as of April 1 is legally responsible to pay the property taxes even if the property is later sold and any tax lien filed for non-payment will be in the name of the owner as of April 1 which could have a negative effect on their credit rating.
- To seek legal, tax, and other professional advice as necessary in connection with sale of property.
- Receipt of a copy of this agreement.
- That Agency has informed Seller of his/her obligation to provide buyers with information developed by the Department of Health and Human Services (Bureau of Health) regarding what homeowners should know about arsenic in private water supplies and arsenic in treated wood.
- That Agency has informed Seller of his/her disclosure and certification obligations regarding the presence of lead-based paint and lead-based paint hazards and a Buyer's right to conduct a risk assessment or inspection of the property to determine the presence of lead-based paint or lead-based paint hazards.
- Any property management services are only provided by Agency if agreed to by separate written agreement.
- If any earnest money is forfeited by a Buyer, it shall be distributed one half to Seller, and one half to Agency. In no event shall the Agency portion exceed the agreed upon commission set forth above.

Seller agrees to hold Agency harmless from any loss or damage that might result from authorizations provided in the Agreement.

FIXTURES: The Seller agrees that all fixtures, including but not limited to existing storm and screen windows, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood stoves, sump pump, and electrical fixtures are included with the sale except for the following: N/A

PERSONAL PROPERTY: The following items of personal property may be included with the sale at no additional cost, in "as is" condition with no warranties if specified in the Purchase & Sale Agreement: N/A

Other Conditions: Agency shall not begin marketing property until instructed to do so by seller.

Seller acknowledges receipt of a copy of the Residential Property Transaction Booklet  Yes  No

Agency and Seller agree that Agency shall represent Seller and that this Agreement creates an agency/client relationship as defined in the Real Estate Brokerage License Act.

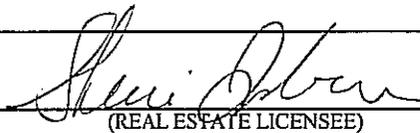
Agency and Seller each agree that this property is to be offered without regard to race, color, religion, sex, handicap/disability, familial status (families with children), ancestry, sexual orientation, or national origin.

I hereby consent to receive fax or other electronic transmissions from Agency to fax number(s) and/or email address(es) provided herein.

SELLER(S)

Laurie Smith, as Town Manager

Accepted by

  
(REAL ESTATE LICENSEE)

Sherri Dunbar

on behalf of

Tim Dunham Realty  
(AGENCY)

SELLER(S) Mailing Address: 51 Bath Road, Wiscasset, ME 04578

SELLER(S) Phone Number(s): (207) 882-8200

SELLER(S) E-mail Address: townmanager@wiscasset.org

SELLER(S) Fax Number(s): \_\_\_\_\_

Page 2 of 2 - ERTS



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\_\_\_\_\_ 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.

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- To authorize publication of property and applicable disclosure attachments in the MLS and use of information for marketing, appraisal and statistical purposes.  Yes  No
- To authorize the Agency to use and make exterior and interior photographs of said property in promoting its sale.  Yes  No
- To authorize inclusion of street address of the property on Internet display to the public.  Yes  No
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- Receipt of a copy of this agreement.
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Seller agrees to hold Agency harmless from any loss or damage that might result from authorizations provided in the Agreement.

FIXTURES: The Seller agrees that all fixtures, including but not limited to existing storm and screen windows, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood stoves, sump pump, and electrical fixtures are included with the sale except for the following: N/A

PERSONAL PROPERTY: The following items of personal property may be included with the sale at no additional cost, in "as is" condition with no warranties if specified in the Purchase & Sale Agreement: N/A

Other Conditions: Agency shall not begin marketing property until instructed to do so by seller.

Seller acknowledges receipt of a copy of the Residential Property Transaction Booklet  Yes  No

Agency and Seller agree that Agency shall represent Seller and that this Agreement creates an agency/client relationship as defined in the Real Estate Brokerage License Act.

Agency and Seller each agree that this property is to be offered without regard to race, color, religion, sex, handicap/disability, familial status (families with children), ancestry, sexual orientation, or national origin.

I hereby consent to receive fax or other electronic transmissions from Agency to fax number(s) and/or email address(es) provided herein.

SELLER(S) Laurie Smith, as Town Manager

Accepted by *Sherri Dunbar* (REAL ESTATE LICENSEE) on behalf of Tim Dunham Realty (AGENCY)  
Sherri Dunbar

SELLER(S) Mailing Address: 51 Bath Road, Wiscasset, ME 04578

SELLER(S) Phone Number(s): (207) 882-8200

SELLER(S) E-mail Address: townmanager@wiscasset.org SELLER(S) Fax Number(s): \_\_\_\_\_

# EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

AGENCY: Tim Dunham Realty DATE: October 28, 2013

## 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 25 Middle Street and described in deed(s) recorded at said County Registry of Deeds in Book(s) 2363, Page(s) 341, the undersigned as Seller, hereby gives the Agency the exclusive right to sell or exchange said property at a price of \$ \_\_\_\_\_, 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 \_\_\_\_\_ % of contract price. This Agreement begins on November 5, 2013 and will expire on November 5, 2014. 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, 2015.

### 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.

Seller acknowledges and/or agrees:

- A continuing duty between the signing of this listing agreement and the final closing to disclose to Agency all information about the property, adverse or otherwise, and understands that all such information shall be disclosed by Agency to Buyer.
- To hold Agency harmless for any claim which may result from the Seller's failure to disclose information about the property.
- To refer all inquiries to Agency.
- To convey property by Quitclaim deed.
- To authorize a "For Sale" sign on the property.  Yes  No
- To authorize the advertising of the property.  Yes  No
- To authorize use of a key and/or a lock box on the property.  Yes  No
- To authorize Agency to divulge the existence of offers on the property.  Yes  No
- To authorize publication of property and applicable disclosure attachments in the MLS and use of information for marketing, appraisal and statistical purposes.  Yes  No
- To authorize the Agency to use and make exterior and interior photographs of said property in promoting its sale.  Yes  No
- To authorize inclusion of street address of the property on Internet display to the public.  Yes  No
- To authorize inclusion of automated estimate of market value (AVM) on the property shown on virtual office websites.  Yes  No
- To authorize inclusion of allowing comments or reviews about the listing on virtual office websites.  Yes  No
- That Agency has discussed with Seller safeguarding of personal property and valuables located within the Property. Seller acknowledges that the Agency is not an insurer against loss of or damage to personal property.
- That the State of Maine law requires Buyers of property owned by non-resident Sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Service.
- That the State of Maine law says that the owner of property as of April 1 is legally responsible to pay the property taxes even if the property is later sold and any tax lien filed for non-payment will be in the name of the owner as of April 1 which could have a negative effect on their credit rating.
- To seek legal, tax, and other professional advice as necessary in connection with sale of property.
- Receipt of a copy of this agreement.
- That Agency has informed Seller of his/her obligation to provide buyers with information developed by the Department of Health and Human Services (Bureau of Health) regarding what homeowners should know about arsenic in private water supplies and arsenic in treated wood.
- That Agency has informed Seller of his/her disclosure and certification obligations regarding the presence of lead-based paint and lead-based paint hazards and a Buyer's right to conduct a risk assessment or inspection of the property to determine the presence of lead-based paint or lead-based paint hazards.
- Any property management services are only provided by Agency if agreed to by separate written agreement.
- If any earnest money is forfeited by a Buyer, it shall be distributed one half to Seller, and one half to Agency. In no event shall the Agency portion exceed the agreed upon commission set forth above.

Seller agrees to hold Agency harmless from any loss or damage that might result from authorizations provided in the Agreement.

FIXTURES: The Seller agrees that all fixtures, including but not limited to existing storm and screen windows, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood stoves, sump pump, and electrical fixtures are included with the sale except for the following: no exceptions or exclusions

PERSONAL PROPERTY: The following items of personal property may be included with the sale at no additional cost, in "as is" condition with no warranties if specified in the Purchase & Sale Agreement: All personal property remaining on property

Other Conditions: Agency shall not begin marketing property until instructed to do so by seller

Seller acknowledges receipt of a copy of the Residential Property Transaction Booklet  Yes  No

Agency and Seller agree that Agency shall represent Seller and that this Agreement creates an agency/client relationship as defined in the Real Estate Brokerage License Act.

Agency and Seller each agree that this property is to be offered without regard to race, color, religion, sex, handicap/disability, familial status (families with children), ancestry, sexual orientation, or national origin.

I hereby consent to receive fax or other electronic transmissions from Agency to fax number(s) and/or email address(es) provided herein.

SELLER(S) Laurie Smith, as Town Manager

Accepted by Sherr Dunbar (REAL ESTATE LICENSEE) on behalf of Tim Dunham Realty (AGENCY)  
Sherri Dunbar

SELLER(S) Mailing Address: Town of Wiscasset, 51 Bath Road, Wiscasset, ME 04578

SELLER(S) Phone Number(s): (207) 882-8200

SELLER(S) E-mail Address: townmanager@wiscasset.org SELLER(S) Fax Number(s): \_\_\_\_\_

# 2013 Municipal Valuation Return



**DUE DATE - NOVEMBER 1, 2013 (or within 30 days of commitment, whichever is later)**

*Mail the signed original to Maine Revenue Services, Property Tax Division,  
PO Box 9106, Augusta, ME 04332-9106 and affix copy to front cover of Municipal Valuation book.*

**NOTE: This form is also available in PDF format at [www.maine.gov/revenue/propertytax](http://www.maine.gov/revenue/propertytax)  
or you may request an Excel version by e-mail to: [prop.tax@maine.gov](mailto:prop.tax@maine.gov)**

For help in filling out this return, please see the Municipal Valuation Return Guidance Document at  
[www.maine.gov/revenue/propertytax](http://www.maine.gov/revenue/propertytax)

Wiscasset  
Municipality

### 2013 MUNICIPAL VALUATION RETURN

(TITLE 36 §383)

DUE DATE - NOVEMBER 1, 2013 (or within 30 days of commitment, whichever is later)

1. County:

Commitment Date:   
month/day/year

2. Municipality

3. 2013 Certified Ratio (Percentage of current just value upon which assessments are based.)

*Homestead, Veterans, Blind, and BETE Exemptions, Tree Growth and Farmland Values must be adjusted by this percentage*

#### TAXABLE VALUATION OF REAL ESTATE

*(Exclude Exempt Valuation of Homestead, Veterans and All Other Categories of Exempt property)*

4. Land (include value of transmission, distribution lines & substations, dams and power houses)	4	<input type="text" value="186,555,900"/>
5. Buildings	5	<input type="text" value="253,133,200"/>
6. Total <b>taxable</b> valuation of real estate (sum of lines 4 & 5 above) <i>(See Tax Rate Calculation Form Page 10, Line 1)</i>	6	<input type="text" value="439,689,100"/>

#### TAXABLE VALUATION OF PERSONAL PROPERTY

*(Exclude Exempt Valuations of All Categories)*

7. Production machinery and equipment	7	<input type="text" value="3,269,800"/>
8. Business equipment (furniture, furnishings, and fixtures)	8	<input type="text" value="2,214,700"/>
9. All other personal property	9	<input type="text" value="418,100"/>
10. Total <b>taxable</b> valuation of personal property (sum of lines 7 through 9 above) <i>(See Tax Rate Calculation Form Page 10, Line 2)</i>	10	<input type="text" value="5,902,600"/>

#### OTHER TAX INFORMATION

11. Total taxable valuation of real estate and personal property (sum of lines 6 & 10 above) <i>(See Tax Rate Calculation Form. Page 10, Line 3)</i>	11	<input type="text" value="445,591,700"/>
12. 2013 Property Tax Rate (example .01520)	12	<input type="text" value="0.01620"/>
13. 2013 Property Tax Levy (includes overlay and any fractional gains from rounding) <i>Note: This is the exact amount of 2013 tax actually committed to the Collector</i> <i>(See Tax Rate Calculation Form Page 10, Line 19)</i>	13	<input type="text" value="\$7,218,585.54"/>

#### HOMESTEAD EXEMPTION REIMBURSEMENT CLAIM

*Homestead Exemptions must be adjusted by the municipality's certified ratio*

14. a. Total number of \$10,000 Homestead exemptions granted	14a	<input type="text" value="1,005"/>
b. Total exempt value for all \$10,000 Homestead exemptions granted (Line 14a x \$10,000)	14b	<input type="text" value="\$10,500,000"/>
c. Total number of properties fully exempted (valued less than \$10,000) by Homestead exemptions granted	14c	<input type="text" value="3"/>
d. Total exempt value for all properties fully exempted (valued less than \$10,000) by Homestead exemptions granted	14d	<input type="text" value="\$17,300"/>
e. Total number of Homestead exemptions granted (sum of 14a & 14c)	14e	<input type="text" value="1,008"/>
f. Total exempt value for all Homestead exemptions granted (sum of 14b & 14d) <i>(Line 14f must be the same total as Tax Rate Calculation Form Page 10, Line 4a)</i>	14f	<input type="text" value="\$10,517,300"/>
g. Total assessed value of all homestead qualified property (land & buildings)	14g	<input type="text" value="\$190,604,600"/>

**2013 MUNICIPAL VALUATION RETURN**

Municipality: \_\_\_\_\_

**Wiscasset**

**BUSINESS EQUIPMENT TAX EXEMPTION (BETE) REIMBURSEMENT CLAIM**

- |  |     |             |
|--|-----|-------------|
| 15. a. Number of BETE applications processed for tax year April 1, 2013  | 15a | 22          |
| b. Number of BETE applications approved  | 15b |             |
| c. Total Exempt value of all BETE qualified property<br><i>(Line 15c must be the same total as Tax Rate Calculation Form Page 10, Line 5a)</i> | 15c | \$3,046,500 |
| d. Total exempt value of BETE property located in a <u>municipal retention TIF district</u> .  | 15d | \$2,607,500 |

**TAX INCREMENT FINANCING**

- |   |     |             |
|---|-----|-------------|
| 16. a. Total amount of increased taxable valuation above Original Assessed Value within Tax Increment Financing Districts.  | 16a | \$3,431,861 |
| b. Amount of Captured Assessed Value within Tax Increment Financing Districts.  | 16b | \$2,910,971 |
| c. Property tax revenue that is appropriated and deposited into either a Project Cost Account or a Sinking Fund Account. (See Tax Rate Calculation Form Page 10 Line 9) | 16c | \$74,614.71 |

**EXCISE TAX**

- |   |     |               |
|---|-----|---------------|
| 17. a. Excise taxes collected during a complete twelve month period.<br>Please indicate in "17a" the 12 month period is either <u>calendar</u> or <u>fiscal</u> year. | 17a | <b>Fiscal</b> |
| b. Motor vehicle excise tax collected.  | 17b | \$508,484.18  |
| c. Watercraft excise tax collected.   | 17c | \$6,147.80    |

**INDUSTRIAL PROPERTY**

- |  |     |              |
|--|-----|--------------|
| 18. Total local assessed valuation of all INDUSTRIAL PROPERTIES (excluding utilities).   |     |              |
| a. Real Estate used for the manufacture of finished or partially finished products from materials including processing, assembly, storage, and distribution facilities.        | 18a | \$49,092,400 |
| b. Personal Property used for the manufacture of finished or partially finished products from materials, including processing, assembly, storage, and distribution facilities. | 18b | \$0          |
| c. Total assessed valuation of INDUSTRIAL PROPERTIES (sum of 18a & 18b).   | 18c | 49092400.00  |
| 19. a. Total valuation of distribution and transmission lines owned by electric utility companies.   | 19a | \$0          |
| b. Total valuation of all electrical generation facilities.  | 19b | \$0          |

**FOREST LAND CLASSIFIED UNDER THE TREE GROWTH TAX LAW**

(Title 36, M.R.S.A., Sections 571 through 584-A)

- |   |        |           |
|---|--------|-----------|
| 20. Average per acre unit value utilized for undeveloped acreage (land not classified).       | 20     | \$0       |
| 21. Classified forest land. ( <b>Do Not</b> include land classified in Farmland as woodland). |        |           |
| a. Number of parcels classified as of April 1, 2013   | 21a    | 17        |
| b. Softwood acreage   | 21b    | 260.00    |
| c. Mixed wood acreage   | 21c    | 439.69    |
| d. Hardwood acreage   | 21d    | 223.00    |
| e. Total number of acres of forest land only (sum of lines 21 b, c, & d above).               | 21e    | 922.69    |
| 22. Total assessed valuation of all classified forest land for tax year 2013.                 | 22     | \$241,463 |
| a. Per acre values used to assess Tree Growth classified forest land value:                   |        |           |
| Soft Wood   | 22a(1) | \$333.00  |
| Mixed Wood  | 22a(2) | \$264.00  |
| Hard Wood   | 22a(3) | \$174.00  |

**2013 MUNICIPAL VALUATION RETURN**

Municipality: Wiscasset

**TREE GROWTH TAX LAW CONTINUED**

23. Number of forest acres <u>first</u> classified for tax year 2013.	23	0.00
24. Land withdrawn from Tree Growth classification. (36, M.R.S.A., Section 581)		
a. Total number of parcels withdrawn from 4/2/12 to 4/1/13.	24a	0
b. Total number of acres withdrawn from 4/2/12 to 4/1/13.	24b	0
c. Total amount of penalties assessed by municipality due to with withdrawal of classified Tree Growth land from 4/2/12 to 4/1/13.	24b	0.00
24-1 Since October 1, 2012, have any Tree Growth acres been transferred to Farmland?	24-1	No

**LAND CLASSIFIED UNDER THE FARM AND OPEN SPACE TAX LAW**

*(Title 36, M.R.S.A., Sections 1101 through 1121)*

**FARM LAND:**

25. Number of parcels classified as Farmland as of April 1, 2013.	25	1
26. Number of acres <u>first</u> classified as Farmland for tax year 2013.	26	0.00
27. a. Total number of acres of all land now classified as crop land, orchard land and pasture land.	27a	5.76
b. Total valuation of all land now classified as crop land, orchard land and pasture land.	27b	\$3,365
28. a. Number of <u>Farm</u> woodland acres:		
28a(1) Softwood acreage	28a(1)	0.00
28a(2) Mixed wood acreage	28a(2)	0.00
28a(3) Hardwood acreage	28a(3)	0.00
b. Total number of acres of all land now classified as <u>Farm</u> woodland.	28b	0.00
c. Total valuation of all land now classified as <u>Farm</u> woodland.	28c	\$0
d. Per acre rates used for <u>Farm</u> woodland:		
Soft wood	28d(1)	\$333.00
Mixed wood	28d(2)	\$264.00
Hard wood	28d(3)	\$174.00
29. Land withdrawn from Farmland classification. (36, M.R.S.A., Section 1112)		
a. Total number of parcels withdrawn from 4/2/12 to 4/1/13.	29a	
b. Total number of acres withdrawn from 4/2/12 to 4/1/13.	29b	0.50
c. Total amount of penalties assessed by municipality due to the withdrawal of classified Farmland from 4/2/12 to 4/1/13.	29c	512.09
<b>OPEN SPACE:</b>		
30. Number of parcels classified as Open Space as of April 1, 2013.	30	4
31. Number of acres <u>first</u> classified as Open Space for tax year 2013.	31	0.00
32. Total number of acres of land now classified as Open Space.	32	180.00
33. Total valuation of all land now classified as Open Space.	33	\$109,080.00

**2013 MUNICIPAL VALUATION RETURN**

Municipality: Wiscasset

**OPEN SPACE TAX LAW CONTINUED**

34. Land withdrawn from Open Space Classification. (36, M.R.S.A., Section 1112)
- a. Total number of parcels withdrawn from 4/2/12 to 4/1/13. 34a
  - b. Total number of acres withdrawn from 4/2/12 to 4/1/13. 34b
  - c. Total amount of penalties assessed by municipality due to the withdrawal of classified Open Space land from 4/2/12 to 4/1/13. 34c

**LAND CLASSIFIED UNDER THE WORKING WATERFRONT TAX LAW**

*(Title 36, M.R.S.A., Sections 1131 through 1140-B)*

- 35. Number of parcels classified as of April 1, 2013. 35
- 36. Number of acres first classified for tax year 2013. 36
- 37. Total acreage of all land now classified as Working Waterfront. 37
- 38. Total valuation of all land now classified as Working Waterfront. 38
- 39. Classified Working Waterfront withdrawn. (36, M.R.S.A., Section 1138)
  - a. Total number of parcels withdrawn from 4/2/12 to 4/1/13. 39a
  - b. Total number of acres withdrawn from 4/2/12 to 4/1/13. 39b
  - c. Total amount of penalties assessed by municipality due to the withdrawal of classified Working Waterfront land from 4/2/12 to 4/1/13. 39c

**EXEMPT PROPERTY**

*(Title 36, M.R.S.A. Sections 651, 652, 653, 654, 656)*

40. Enter the **exempt value** of all the following classes of property which are exempt from property taxation by law.
- a. Property of the United States and the State of Maine. (Section 651 (1) paragraph A and B).
    - (1) United States 40a(1)
    - (2) State of Maine (excluding roads) 40a(2)
    - TOTAL VALUE [40a (1) + (2)] 40a
  - b. Real estate owned by the Water Resources Board of the State of New Hampshire located within this State. (Section 651 (1) paragraph B-1) 40b
  - c. Property of any public municipal corporation of this State including County property appropriated to public uses. (Section 651(1) paragraph D) 40c   
*(County, Municipal, Quasi-Municipal owned property)*
  - d. Pipes, fixtures, hydrants, conduits, gatehouses, pumping stations, reservoirs and dams of a public municipal corporation supplying water, power or light if located outside the limits of the municipality. (Section 651(1) paragraph E). 40d
  - e. Airport or landing field of a public municipal corporation used for airport or aeronautical purposes. (Section 651 (1) paragraph F) 40e
  - f. Landing area of a privately owned airport when owner grants free use of that landing area to the public. (Section 656 (1) paragraph C) 40f
  - g. Pipes, fixtures, conduits, buildings, pumping stations, and other facilities of a public municipal corporation used for sewerage disposal if located outside the limits of the municipality. (Section 651 (1) paragraph G) 40g

**2013 MUNICIPAL VALUATION RETURN**

Municipality: Wiscasset

**EXEMPT PROPERTY CONTINUED**

h. Property of benevolent and charitable institutions. (Section 652 (1) paragraph A)	40h	<b>\$5,726,800</b>
i. Property of literary and scientific institutions. (Section 652 (1) paragraph B)	40i	<b>\$30,395,600</b>
j. Property of the American Legion, Veterans of Foreign Wars, American Veterans, Sons of Union veterans of the Civil War, Disabled American Veterans and Navy Clubs of the USA. (Section 652 (1) paragraph E)		
1) Total exempt value of veterans organizations.	40 j(1)	<b>\$212,400</b>
2) Exempt value attributable to purposes <b>other than</b> meetings, ceremonials, or instruction facilities ( <b>reimbursable exemption</b> ).	40 j(2)	<b>\$0</b>
k. Property of Chambers of Commerce or Board of Trade. (Section 652 (1) paragraph F)	40k	<b>\$0</b>
l. Property of houses of religious worship and parsonages. (Section 652 (1) paragraph G)		
1) Number of parsonages within this municipality.	40 l(1)	<b>3</b>
2) Indicate the total <b>exempt</b> value of those parsonages.	40 l(2)	<b>\$56,500</b>
3) Indicate the total <b>taxable</b> value of those parsonages.	40 l(3)	<b>\$331,300</b>
4) Indicate the total <b>exempt</b> value of all houses of religious worship.	40 l(4)	<b>\$4,930,900</b>
<b>TOTAL EXEMPT VALUE OF ALL HOUSES OF RELIGIOUS WORSHIP AND PARSONAGES</b>		
[ Sum of 40 l(2) and 40 l(4) ]	40l	<b>\$4,987,400</b>
m. Property owned or held in trust for fraternal organizations operating under the lodge system ( <i>do not include college fraternities</i> ). (Section 652 (1) paragraph H)	40m	<b>\$656,200</b>
n. Personal property <b>leased</b> by a charitable and benevolent organization exempt from taxation under Section 501 of the Internal Revenue Code of 1054 and the primary purpose is the operation of a hospital licensed by the Dept. of Human Services, health maintenance organization or blood bank. (Section 652 (1) Paragraph K) (Value of property <b>owned</b> by a hospital should be reported on line 40h)		
o. Exempt value of real property of all persons determined to be legally blind. (Section 654 (1) paragraph E) ( <i>\$4,000 adjusted by certified ratio</i> )	40o	<b>\$8,000</b>
p. Aqueducts, pipes and conduits of any corporation supplying a municipality with water. (Section 656 (1) paragraph A)	40p	<b>\$650,900</b>
q. Animal waste storage facilities constructed since April 1, 1999 and certified as exempt by the Commissioner of Agriculture, Food and Rural Resources. (Section 656 (1) paragraph J) ( <b>reimbursable exemption</b> )	40q	<b>\$0</b>
r. Pollution control facilities that are certified as such by the Commissioner of Environmental Protection. (Section 656 (1) paragraph E)	40r	<b>\$0</b>

**2013 MUNICIPAL VALUATION RETURN**

Municipality: Wiscasset

s. **VETERANS EXEMPTIONS** - The following information is necessary in order to calculate reimbursement. (Section 653)

**SECTION 1: The section is *only* for those veterans that served during a federally recognized war period.**

	NUMBER OF EXEMPTIONS	EXEMPT VALUE
<b>Widower:</b>		
1. Living male spouse or male parent of a deceased Veteran. \$6,000 adjusted by the certified ratio. [Section 653(1) D]	40s(1)A <input type="text" value="0"/>	40s(1)B <input type="text" value="\$0"/>
<b>Revocable Living Trusts:</b>		
2. Paraplegic veterans (or their widows) who are the beneficiary of a revocable living trust. \$50,000 adjusted by the certified ratio. [Section 653(1) D-1]	40s(2)A <input type="text" value="0"/>	40s(2)B <input type="text" value="\$0"/>
3. All other veterans (or their widows) who are the beneficiary of a revocable living trust. \$6,000 adjusted by the certified ratio. [Section 653(1) C or D]	40s(3)A <input type="text" value="5"/>	40s(3)B <input type="text" value="\$30,000"/>
<b>WW I Veterans:</b>		
4. WW I veteran (or their widows) enlisted as Maine resident. \$7,000 adjusted by the certified ratio. [Section 653(1) C-1 or D-2]	40s(4)A <input type="text" value="0"/>	40s(4)B <input type="text" value="\$0"/>
5. WW I veteran (or their widows) enlisted as non-Maine resident. \$7,000 adjusted by the certified ratio. [Section 653(1), C-1 or D-2]	40s(5)A <input type="text" value="0"/>	40s(5)B <input type="text" value="\$0"/>
<b>Paraplegic Veterans:</b>		
6. Paraplegic status veteran or their unremarried widow. \$50,000 adjusted by the certified ratio. [Section 653(1) D-1]	40s(6)A <input type="text" value="0"/>	40s(6)B <input type="text" value="\$0"/>
<b>Cooperative Housing Corporation Veterans:</b>		
7. Qualifying Shareholders of Cooperative Housing Corporations \$6,000 adjusted by the certified ratio. [Section 653(2)]	40s(7)A <input type="text" value="0"/>	40s(7)B <input type="text" value="\$0"/>
<b>All Other Veterans:</b>		
8. All other veterans (or their widows) enlisted as a Maine resident. \$6,000 adjusted by the certified ratio. [Section 653(1) C(1)]	40s(8)A <input type="text" value="82"/>	40s(8)B <input type="text" value="\$492,000"/>
9. All other veterans (or their widows) enlisted as a non-Maine resident. \$6,000 adjusted by the certified ratio. [Section 653(1) C(1)]	40s(9)A <input type="text" value="58"/>	40s(9)B <input type="text" value="\$348,000"/>

**SECTION 2: This section is only for those veterans that did not serve during a federally recognized war period**

	NUMBER OF EXEMPTIONS	EXEMPT VALUE
10. Veterans (or their widows) disabled in the line of duty. \$6,000 adjusted by the certified ratio. [Section 653(1) C(2) or D]	40s(10)A <input type="text" value="0"/>	40s(10)B <input type="text" value="\$0"/>
11. Veterans (or their widows) who served during the periods from August 24, 1982 to July 31, 1984 and December 20, 1989 to January 31, 1990. \$6,000 adjusted by the certified ratio. [Section 653(1) C(1) or D]	40s(11)A <input type="text" value="0"/>	40s(11)B <input type="text" value="\$0"/>
12. Veterans (or their widows) who served during the period from February 27, 1961 and August 5, 1964, <b>but did not serve</b> prior to February 1, 1955 or after August 4, 1964. \$6,000 adjusted by the certified ratio. [Section 653(1) C(1) or D]	40s(12)A <input type="text" value="5"/>	40s(12)B <input type="text" value="\$30,000"/>

Total number of ALL veteran exemptions granted in 2013                      40s(A)

Total exempt value of ALL Veterans Exemptions granted in tax year 2013                      40s(B)

**2013 MUNICIPAL VALUATION RETURN**

Municipality: Wiscasset

**EXEMPT PROPERTY CONTINUED**

t. Snow grooming equipment. Snowmobile trail grooming equipment registered under Title 12, §13113. (Section 655 (1) paragraph T) (reimbursable exemption) 40t

u. **Other.** The Laws of the State of Maine provide for exemption of quasi-municipal organizations such as authorities districts, and trust commissions. These exemptions will not be found in Title 36.

Examples: Section 5114 of Title 30-A provides for exemption of real and personal property of an Urban Renewal Authority or Chapter 164, P. & S.L. of 1971 provides for exemption of real estate owned by the Cobbossee-Annabessacook Authority. (See also Title 30-A, Section 5413, Revenue Producing Municipal Facilities Act.)

Please list the full name of the organization in your municipality that has been granted exempt status through such a law, the provision of the law granting the exemption and the estimated full value of real property.

NAME OF ORGANIZATION	PROVISION OF LAW	EXEMPT VALUE
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>TOTAL</b>		40u <input type="text" value="\$0"/>

40. TOTAL VALUE OF ALL PROPERTY EXEMPTED BY LAW 40   
(sum of all exempt value)

**MUNICIPAL RECORDS**

41. a. Does your municipality have tax maps? 41a  YES/NO  
If yes, proceed to b, c and d. Give date when tax maps were originally obtained and name of contractor.  
(This does not refer to the annual updating of tax maps.)

b. Date 41b

c. Name of Contractor 41c

d. Are your tax maps PAPER, GIS or CAD? 41d

42. Please indicate the number of *land parcels* within your municipal assessing jurisdiction. (Not the number of tax bills) 42

43. Total **taxable** land acreage in your municipality. 43

44. a. Has a professional town-wide revaluation been completed in your municipality?

If yes, please answer the questions below. 44a  YES/NO

b. Did the revaluation include any of the following? Please enter each category with YES or NO.

44b (1)	<input type="text" value="Yes"/>	LAND
44b (2)	<input type="text" value="Yes"/>	BUILDINGS
44b (3)	<input type="text" value="Yes"/>	PERSONAL PROPERTY

c. Effective Date 44c

d. Contractor Name 44d

e. Cost 44e

2013 MUNICIPAL VALUATION RETURN

Municipality: Wiscasset

MUNICIPAL RECORDS CONTINUED

45. Please indicate the best choice that describes how the municipality administers its assessment function. Choose SINGLE ASSESSOR, ASSESSORS' AGENT OR BOARD OF ASSESSORS. Please provide the name if single assessor or agent.

a) Function 45a   
b) Name 45b

46. List the beginning and ending dates of the fiscal year in your municipality.

FROM 46a  TO 46b   
month/day/year month/day/year

47. Interest rate charged on overdue 2013 property taxes (36 M.R.S.A. Section. 505) 47   
(not to exceed 7.00%)

48. Date(s) that 2013 property taxes are due. 48a  48b   
48c  48d   
month/day/year month/day/year

49. Are your assessment records computerized?

49a  YES/NO Name of software used 49b

50. Has your municipality implemented a local tax relief program similar to the State's Tax and Rent Refund program?

50a  YES/NO How many people qualified? 50b   
How much relief was granted? 50c

51. Has your municipality implemented a local elderly volunteer tax credit program under 36 MRSA §6232 (1-A)?

51a  YES/NO How many people qualified? 51b   
How much relief was granted? 51c

I/We, the Assessor(s) of the Municipality of  do state that the foregoing information contained herein is, to the best knowledge and belief of this office, reported correctly and that all of the requirements of the law have been followed in valuing, listing, and submitting the information.

ASSESSOR(S)  
SIGNATURES  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE   
month/day/year

**NOTICE:** This return must be completed and sent to the Property Tax Division by November 1, 2013 or within 30 days after the commitment date, whichever is later, in order to avoid reduction or loss of any entitlement under the Tree Growth Tax Law municipal reimbursement program for the 2013 tax year.



2013 ENHANCED BETE MUNICIPAL TAX RATE CALCULATION FORM

Municipality: \_\_\_\_\_

Wiscasset

Data entry fields

**BE SURE TO COMPLETE THIS FORM BEFORE FILLING IN THE TAX ASSESSMENT WARRANT**

**COPY**

- 1. Local Taxable Real Estate Valuation..... 1
- 2. Local Taxable Personal Property Valuation..... 2
- 3. Total Taxable Valuation (Line 1 plus line 2).....   
(should agree with MVR Page 1, line 11)
- 4. Total of all Homestead Exempt Valuation ..... 4(a)   
(should agree with MVR Page 1, line 14f)
- Total of all Homestead Exempt Valuation divided by 2.... 4(b)
- 5. Total of all BETE Exempt Valuation..... 5(a)   
(+BETE Valuation lead sheet IJ12)
- Enhanced** Total of all reimbursable BETE Exempt Valuation... 5(b)   
(+BETE Valuation lead sheet IJ50:J50, Line 4.a)
- 6. Total Valuation Base (Line 3 plus line 4(b) plus line 5).....

**ASSESSMENTS**

- 7. County Tax..... 7
- 8. Municipal Appropriation..... 8
- 9. TIF Financing Plan Amount..... 9
- 10. Local Education Appropriation (Local Share/Contribution)... 10   
(Adjusted to Municipal Fiscal Year)
- 11. Total Appropriations (Add lines 7 through 10).....

**ALLOWABLE DEDUCTIONS**

- 12. State Municipal Revenue Sharing..... 12
- 13. Other Revenues: All other revenues that have been formally 13  *w/125,000 fb*  
appropriated to be used to reduce the commitment such as excise tax revenue, tree growth reimbursement, trust fund or bank interest income, appropriated surplus revenue, etc... (Do Not Include any Homestead or BETE Reimbursement)
- 14. Total Deductions (Line 12 plus line 13).....
- 15. Net to be raised by local property tax rate (Line 11 minus line 14).....

- 16.  x 1.05 =  Maximum Allowable Tax  
(Amount from line 15)
- 17.  ÷  =  Minimum Tax Rate  
(Amount from line 15) (Amount from line 6)
- 18.  ÷  =  Maximum Tax Rate  
(Amount from line 16) (Amount from line 6)
- 19.  x  =  Tax for Commitment \*  
(Amount from line 3) (Selected Rate) (Enter on MVR Page 1, line 13)
- 20.  x 0.05 =  Maximum Overlay  
(Amount from line 15)
- 21.  x  =  Homestead Reimbursement  
(Amount from line 4b) (Selected Rate) (Enter on line 8, Assessment Warrant)
- 22.  x  =  BETE Reimbursement  
(Amount from line 5b) (Selected Rate) (Enter on line 9, Assessment Warrant)
- 23.  -  =  Overlay  
(Line 19 plus lines 21 and 22) (Amount from line 15) (Enter on line 5, Assessment Warrant)

(If Line 23 exceeds Line 20 select a lower tax rate.)

Results from this completed form should be used to prepare the Municipal Tax Assessment Warrant, Certificate of Assessment to Municipal Treasurer and Municipal Valuation Return.

TO: BOARD OF ASSESSORS

PLEASE VOTE TO APPROVE THE FOLLOWING 2013 TAX GROWTH ADJUSTMENTS MADE IN TAX YEAR, 2013.

**APRIL 1, 2013 TAX GROWTH TOTALS**

<b>TYPE OF CHANGE</b>	<b>VALUATION</b>
ABATEMENTS	(293,700.00)
SUPPLEMENTAL TAX ASSESSMENT	30,100.00
MAP CHANGES (lots combined)	(145,700.00)
BUILDING PERMITS	1,939,850.00
PERSONAL PROPERTY	(550,600.00) (New personal property = 288,100)
ASSESSOR RECORD CHANGES	(128,100.00)
MAINE YANKEE	(2,894,389.00)
CENTRAL MAINE POWER COMPANY	7,418,600.00
<b>REMOVED FROM TAX ROLLS:</b>	
MASON STATION	(1,083,800.00)
FERRY ROAD DEVELOPMENT	(2,214,200.00)
BARNETT, DENOVO, SOMMELIER	(465,100.00)
<b>GROWTH FACTOR TOTAL</b>	<b>1,612,961.00</b>



# Town of Wiscasset

November 5, 2013

To the Chief of Maine State Police:

Huntoon Hill Grange #398, Wiscasset, Maine, has blanket approval from the Board of Selectmen of the Town of Wiscasset, to operate Beano/Bingo and Games of Chance, consisting of Sealed Tickets, for the year of 2014.

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Edward Polewarczyk, Chair

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Judith Colby, Vice Chair

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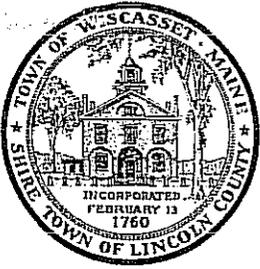
Jefferson Slack, Selectman

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Pamela Dunning, Selectman

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Timothy Merry, Selectman



# Town of Wiscasset

November 6, 2012

To the Chief of Maine State Police:

Huntoon Hill Grange #398, Wiscasset, Maine, has blanket approval from the Board of Selectmen of the Town of Wiscasset, to operate Beano/Bingo and Games of Chance, consisting of Sealed Tickets, for the year of 2013.

Pamela Dunning, Chair

Edward Polewarczyk, Vice Chair

William Curtis, Selectman

Judith Colby, Selectman

Jefferson Slack, Selectman

10/24/13

To  
Selectmen of Wiscasset  
May we have approval to operate above games  
For 2014

Thank you,

William Botter Chairman