

Town of Wayne Board of Selectmen

MEMBERS: Gary Kenny, Stephanie Haines, Don Welsh, Jon Lamarche and Trent Emery

Meeting Agenda

Date: Tuesday, November 15, 2016

Time: 6:30 PM

Place: Wayne Elementary School – Gymnasium

Call Meeting to Order.

Pledge of Allegiance.

Selectmen Present / Quorum.

Meeting Minutes.

- a. Consider approving of meeting minutes of the Wayne Board of Selectmen – November 1, 2016.**

Manager Recommendation: Move the Board to approve meeting minutes of the Wayne Board of Selectmen – November 1, 2016.

Warrants.

- a. Consider approving of Payroll Warrant #21.**

Manager Recommendation: Move the Board to approve Payroll Warrant #21.

- b. Consider approving of Accounts Payable Warrant #22.**

Manager Recommendation: Move the Board to approve Accounts Payable Warrant #22.

Business Agenda.

- a. Road Commissioner is requesting authorization to use Water Quality Capital Reserve Fund.**

Manager Recommendation: Move the Board to authorize to use the Water Quality Capital Reserve Fund.

- b. Consider advertising for bids for Winter Highway Maintenance.**

Manager Recommendation: Move the Board to authorize the Town Manager to advertise for bids for Winter Highway Maintenance.

- c. Consider advertising for bids for Winter Lot Maintenance.**

Manager Recommendation: Move the Board to authorize the Town Manager to advertise for bids for Winter Lot Maintenance.

Supplements and Abatements.

Town Manager Report.

Board Member Reports.

Public Comments.

Adjourn.

The next regularly scheduled **Board of Selectmen Meeting** is scheduled for **Tuesday November 29, 2016** at **6:30 PM** at the Wayne Elementary School - Gymnasium.

To: Selectboard
From: Aaron Chrostowsky, Town Manager
Re: Agenda Items

a. Town Manager is requesting authorization to use Water Quality Capital Reserve Fund.

Manager Recommendation: Move the Board to authorize the Town Manager to use the Water Quality Capital Reserve Fund.

Last fall, you authorized the Town Manager to sign a Cost-Share Agreement with Cobbossee Watershed District that would allow the Town to install guardrail and stabilize the shoreline at the Mt. Pisgah Rd and receive sixty percent (60%) reimbursement through DEP Section 319 Grant Program.

This fall we received authorization from Maine DEP to complete this project and we completed the project. We stabilized the shoreline with rip/ rip and placed crushed shoulder stone on the road shoulder. Also, we installed guardrail to prevent access to Wilson Pond. We left a small gap in the guardrail to allow for hand carry in boats, canoes and kayaks. There is a wide shoulder for safe parking, too. This project 1) protects water quality by preventing soil erosion; (2) Eliminating traffic safety concern of people launching trailered boats into Wilson Pond on Mt. Pisgah

The Town spent a total of \$3,408.86 on the Mt. Pisgah Road Project. Bruen Construction (Construction: \$380), Pike Industries (Gravel: \$300.86), and Main Line Fence (Guardrail: \$2,728.00).

The Town should expect reimbursement for this project from Cobbossee Watershed District through the DEP Section 319 Grant Program in the amount of \$2,045.32 this is sixty percent (60%) of the total project cost. Funds reimbursed will go back into the Water Quality Capital Reserve Fund. The Town will fund the remaining portion of the project from our Water Quality Capital Reserve Fund in the amount of \$1,363.54.

Water Quality Capital Reserve Fund (balance as of 11/10/2016) \$5,093.54

b. Consider authorizing the Town Manager to advertise Winter Highway Maintenance: Sanding, Salting and Snowplowing.

Manager Recommendation: Move the Board to authorize the Town Manager to advertise Winter Highway Maintenance: Sanding, Salting and Snowplowing.

See attached contract

c. Consider authorizing the Town Manager to advertise Winter Lot Maintenance: Sanding, Salting and Snowplowing.

Manager Recommendation: Move the Board to authorize the Town Manager to advertise Winter Lot Maintenance: Sanding, Salting and Snowplowing.

See attached contract

Town Manager Schedule:

Nov. 5, 2016 at 5:30 PM Newcomers Dinner – Wayne Community Church
Nov. 7, 2016 at 1:00 PM All State Asphalt “Paving Estimates”
Nov. 9, 2016 Election – Ladd Recreation Center
Nov. 11, 2016 Veterans Day – Transfer Station and Town Office Closed
Nov. 14, 2016 at 5:00 PM Wayne Cemetery Association – Town Office
Nov. 14, 2016 at 7:00 PM Androscoggin Lake Improvement Corp. – Williams House
Nov. 15, 2016 at 6:30 PM Selectboard – School Gymnasium
Nov. 16, 2016 at 5:00 PM Solid Waste Recycling Committee – School Gymnasium
Nov. 16, 2016 at 6:00 PM Open Space Committee – School Library
Nov. 17, 2016 at 9:30 AM LPC Meeting – MMA Augusta
Nov. 17, 2016 at 6:00 PM Selectboard Retreat – Williams House
Nov. 23, 2016 Out of Office --- Transfer Station Only (8:30 - 12 noon)
Nov. 24, 2016 Thanksgiving Day –Town Office & Transfer Station Closed
Nov. 25, 2016 Day after Thanksgiving Day – Town Office & Transfer Station Closed

**Town of Wayne, Maine
Select Board Meeting Minutes
Tuesday November 1, 2016
Wayne Elementary School**

Call Meeting to Order/ Selectmen Present

Gary Kenny determined quorum and called meeting to order at 6:30 PM with the following members present: Gary Kenny, Don Welsh, Jonathan Lamarche and Trent Emery.

Others Present: Aaron Chrostowsky, Town Manager and Bruce Mercier, Treasurer
Audience: Peter Emery

Pledge of Allegiance

Meeting Minutes

- a. The Board moved to approve meeting minutes of the Board of Selectmen for October 18, 2016. (Welsh/Lamarche) (4/0).

Warrants

- a. The Board approved Warrant #19 (Payroll) in the amount of \$6,664.88. (Welsh/Lamarche) (4/0).
- b. The Board approved Warrant #20 (Accounts Payable) in the amount of \$255,511.06. (Welsh/Lamarche) (4/0).

Business Agenda

- a. Move the Board to authorize the Fire Chief to use the Fire Equipment Capital Reserve Fund. (Lamarche/ Welsh) (4/0).
- b. Move the Board to authorize the Fire Chief to use the Fire Station Capital Reserve Fund. (Welsh/Lamarche) (4/0).
- c. Move the Board to authorize the Lord Road to use the Lord Road Capital Reserve Fund. (Welsh/Emery) (4/0).
- d. Move the Board to authorize the Town Manager to sign Mowing, Trimming and Lawn Care Maintenance for Town Properties with Bud Norton. (Lamarche/Emery) (4/0).
- e. Move the Board to confirmation of Town Manager's appointment of Taylor Stevenson as the Animal Control Officer and Kathleen Ross as the Deputy Animal Control Officer. (Welsh/Lamarche) (4/0).
- f. Move the Board to confirmation of Town Manager's appointment of Pam Chenea as the Aging at Home Outreach Coordinator. (Welsh/Lamarche) (4/0).

Abatements/Supplements: None

Town Manager Report:

- g. Move the Board to authorize the Town Manager to draft a rental agreement for the 30-Mile River Snowmobile Association to use our town shed at the Ladd Recreation Center.
(Welsh/Lamarche) (4/0).

- h. Move the Board to authorize the Town Manager and Treasurer to implement a new check recovery program with Androscoggin Bank and consolidate the H&G Ladd, Ruth Lee and Jaworski Trust accounts into one Trust and eliminate all the sweep accounts.
(Lamarche/Welsh) (4/0).

Board Member Reports: None

Public Comments: None

Adjourn.

Motion to Adjourn at 7:29 PM. (Welsh/ Trent) (4/0)

The next Select Board Meeting is scheduled for Tuesday, November 1, 2016 at 6:30 p.m. at the Wayne Elementary School Gymnasium.

Recorded by:
Aaron Chrostowsky, Town Manager

Select Board Members

Gary Kenny

Stephanie Haines

Don Welsh

Jonathan Lamarche

Trent Emery

To: Board of Selectmen

From: Aaron Chrostowsky, Town Manager

Re: Mount Pisgah Boat ramp

Date: 7/28/2015

Project Description:

This project serves three purposes: 1) protects water quality; 2) protects shoulder of road; and 3) eliminates a safety concern.

The current boat ramp

- endangers the water quality by soil erosion;
- Damages the edge of pavement;
- Creates a safety concern when people to launch boats;

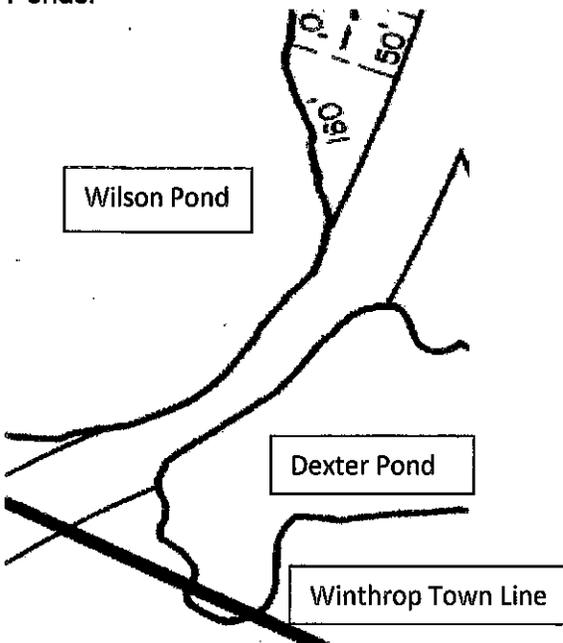
In order, to resolve the above conflicts, we propose the following measures:

- Stabilize shoreline (4"-6" stone);
- Repair road shoulder (3/4" base gravel);
- Install new guardrail from existing guardrail (75ft);

Both the Cobbossee Watershed District and the Berry, Dexter & Wilson Pond Association supports eliminating boat access at this location on Wilson Pond. There is another boat ramp on the North Monmouth side of Wilson Pond.

Project Location:

This project is located on Mount Pisgah Road just before the Winthrop Town Line between Dexter and Wilson Ponds.



Project Budget:

Shoreline Stabilization	\$1,200	Bruen Construction
Guardrail	\$1,650	Maine Line Fence Co.
Contingency (10%)	\$285	
Total	\$3,135	

This project is reimbursable up to 60% (State), 40% (Town) of the total cost of this project through a grant through the Cobbossee Watershed District.

State share: \$1,881 / Town share: \$1,254

The Town's share can come from the Town's Water Quality Capital Reserve Fund

To: Bill Monagle, Executive Director
From: Aaron Chrostowsky, Town Manager
Re: Mt. Pisgah Road Erosion Control Project
Date: November 10, 2016

As you know in September of 2015 the Town of Wayne and Cobbossee Watershed District entered into a Cost-Share Agreement for use of Maine DEP Section 319 Grant Program funds on the Tempy Bridge which is located on Mt. Pisgah Road in Wayne. This Mt. Pisgah Road Project will be paid for by the following funding sources sixty percent (60%) of the Mt. Pisgah Project with funds from the Maine DEP Section 319 Grant Program "Wilson Pond NPS Watershed Restoration Project, Phase II" and forty percent (40%) from the Town of Wayne's Water Quality Capital Reserve Fund.

The Town of Wayne has received all the necessary permits for successful completion of project.

Below is the Project Budget Summary.

Project Expenses:

Contractor:	Description:	Amount:
Bruen Construction	Equipment & Labor	\$380.00
Main Line Fence	Guardrail (75 ft.)	\$2,728.00
Pike Industries	Gravel – Crushed Stone (14 yds.)	\$144.06
Pike Industries	Gravel - Rip&Rap (7 yds.)	\$156.80
Total		\$3,408.86

Project Income:

Income:	Description:	Amount:
Cobbossee Watershed District	DEP Section 319 Grant (60%)	\$2,045.32
Town of Wayne	Water Quality Fund (40%)	\$1,363.54
Total		\$3,408.86

Project is now complete and this project has satisfied all initial goals:

- (1) Protect water quality by preventing soil erosion;
- (2) Eliminating traffic safety concern of people launching trailered boats into Wilson Pond on Mt. Pisgah Rd;
- (3) Allows for continued recreation at site with carry-in boats;

We look forward toward receiving payment for this project and working with you on further projects in town.

TOWN OF WAYNE, MAINE

**Winter Highway Maintenance:
Sanding, Salting and Snowplowing**

**Bid Specifications for a
3-Year Contract Term: July 1st, 2013 to June 30th, 2016**

The Town of Wayne, Maine, by and through its Municipal Officers, the Board of Selectmen (referred to as "Town"), and Bruen Construction, P.O. Box 601, Readfield, Maine which is a partnership / corporation (referred to as "Contractor"), to perform winter highway maintenance: sanding, salting and snowplowing for the following fiscal years: July 1st, 2013 to June 30th, 2014 of the first year, July 1st, 2014 to June 30th, 2015 of the second year and July 1st, 2015 to June 30th, 2016 of the third year 2014, 2015 and 2016, with a renewal option for 2017.

SPECIFICATIONS FOR CONTRACT

The Town of Wayne is a municipal corporation of the State of Maine, with a Town Meeting/Board of Selectmen/Town Manager form of government. The Town has approximately **29.70** miles of roads that it wishes to have maintained (See Attachment A).

1. SERVICES: WHAT AND WHEN

The successful bidder (hereinafter referred to as the "Contractor") agrees to sand as well as remove ice and snow from town ways ("roads") and other designated areas listed in Attachment A. The term of this contract shall begin on July 1st, 2013 and expire on June 30, 2016, unless extended by the Town.

2. OPTION TO EXTEND

The Town reserves and is granted the option to extend this contract for one (1) additional year, at the terms and conditions set forth herein. The Town must exercise its option by sending written notice thereof to the Contractor no later than May 1, 2016.

3. INDEPENDENT CONTRACTOR & SUBCONTRACTORS

The Contractor and its agents and employees, during the performance of this contract, shall act as an independent contractor, and not as officers or employees of the Town. The Contractor will employ all personnel needed to fulfill the obligations of this contract. The Contractor will be solely responsible for complying with applicable state and federal laws, including but not limited to workers' compensation law, employment security law and minimum wage law.

As an independent contractor, the Contractor is also responsible for maintaining the equipment in a safe, operable and legal condition. This Contract and any of its rights, duties and obligations hereunder may not be assigned or subcontracted by the Contractor without the written consent of the Town of Wayne Board of Selectmen. Such consent shall not be unreasonably withheld. Prior to consenting to assignment of this

Contract, or any portion thereof, the Wayne Board of Selectmen will have the right to request operational, financial, and insurance data regarding the proposed assignee.

4. MAINTENANCE REQUIREMENTS

- A.) The Contractor will commence plowing and sanding operations when snow on the roads listed in Attachment A have reached a depth of one inch if the snow is wet, and two inches if it is dry, or at any time the Town of Wayne Road Commissioner feels it is necessary for the Contractor to plow/sand. Operations will continue until the roads are cleared of snow to the outside of the road shoulders. (All references in this Contract to the Road Commissioner shall include any of the Road Commissioner's agents or assigns.) Once plowing operations have commenced, the accumulation of snow on road surfaces shall not exceed one inch (if snow is wet) and two inches (if snow is dry) prior to being plowed again. During severe storms or drifting, plows will be operated so as to maintain two-way traffic. Immediately after the extreme conditions, snow will be removed to the outside of the road shoulders. The Contractor must have supervisory personnel and radio equipped vehicles situated so that messages of urgency can reach the plowing or sanding vehicles within a fifteen-minute period.
- B.) The Contractor will follow the Maine Department of Transportation's methods and precautions of plowing and sanding. Such methods and practices as excessive speed of plows and disregard of mailboxes must be controlled by the Contractor and will be monitored by the Road Commissioner or his agent.
- C.) The sanders shall be put into operation as soon as the roads become slippery and shall continue as long as the roads remain slippery.
- D.) The Contractor is responsible for providing the sand necessary for the operations required under this Contract. Please indicate on the bid form the price per cubic yard for sand to the Town. The Town will provide the rock salt. All sand purchased by the Contractor will be equal to or greater than the quality specified and used by the State of Maine. The Contractor agrees to pay particular attention to the sanding of hills, curves and intersections, and to apply extra sand and salt to areas that need extra plowing and sanding, and other locations when advisable in the opinion of the Road Commissioner.
- E.) The Contractor will remove compacted snow from the roads, insofar as possible, so at least three and one half feet (3-1/2') of shoulder will be exposed on each side of the roadway.
- F.) The Contractor will reimburse the Town for the replacement of guardrails, guardrail posts, signs, sign posts or guard posts which are damaged by reason of snow removal operations under this Contract, if the Road Commissioner determines that such damage reasonably could have been avoided.
- G.) The Contractor will perform contracted duties for the Town before proceeding to any other private contracts.
- H.) The Road Commissioner will set the priorities in the maintenance of primary and secondary roads, said priority to be followed by the Contractor.

I.) When a mailbox, post or other property is damaged by any part of the plow truck, the Contractor will replace the damaged items as soon as reasonably possible, after being notified, provided the following conditions were in effect before the mailbox/post was hit:

- The mailbox was at the height of 40" to 42" from the road surface.
- The face of the mailbox must be 18" from the edge of pavement if possible.
- The wooden part of the structure was not rotten. If there is a difference of opinion as to the under grading of the structure, then the Road Commissioner will make the final decision.
- The mailbox, post or other property was not damaged prior to being hit. The Contractor shall notify the Town Manger of any damaged mailboxes and or post structures prior to the plowing season.
- The mailbox, post or other property was located beyond the Town's right of way limits.

J.) At no time shall a snow bank at any intersection exceed three (3) feet in height. All snow banks that exceed that height will be removed or pushed back in a timely manner unless such pushing back infringes on private property.

5. SAND AND SALT

The Contractor will supply, deliver and stockpile at the Town of Wayne's Sand and Salt Shed located on the Fairbanks Road, all the sand required to properly carry out the Contractor's duties under this Contract. All labor and equipment necessary to stockpile the sand will be the responsibility of the Contractor. All sand be equal to or better than the quality specified and used by the State of Maine. The ratio of sand shall not be greater than 15 to 1. The Contractor will be responsible for loading sand into the trucks.

The Town has the right to bid and purchase the salt with other communities or organizations so as to obtain the lowest purchase price for the Town and deliver it at a mutually agreed upon time with the Contractor. The Town is responsible for purchasing an estimated **200 cubic yards** of salt annually. The Contractor will be responsible for cleaning the area outside of the sand/salt shed. The clean-up work will be done no later than May 15th of each year of this Contract and will include the removal of all sand and salt debris from winter operations. **Sand and salt shall be used exclusively for the purposes of this Contract.**

An initial stockpile of sand in a quantity of approximately 1,500 cubic yards (or to the capacity of the sand/salt shed) will be delivered to the Wayne Sand and Salt Shed no later October 15th of each year or this Contract. An additional 1,000 cubic yards of sand will be delivered when space becomes available in the Wayne Sand and Salt Shed. The Contractor is responsible for having 200 cubic yards of sand/salt mixture available for use by residents of the community during each year of this Contract. The Contractor is responsible for ensuring that the "sandbox" area used by residents is replenished as necessary.

The Contractor is responsible for having an additional 30 tons of salt for "hot loads" available as needed during the contract year. It is estimated that no more than **2,700** cubic yards annually of sand will be needed to

fulfill the terms of this Contract for the Town of Wayne. Any additional sand required to meet the contractual performances standards will be the Contractor's responsibility and the Contractor will not be reimbursed even if such amounts exceed the estimates set forth above.

In May of each contract year, a representative of the Town will meet with the Contractor to discuss the past year's use of sand and salt and to determine any corrective course of action to be implemented in the coming year, such as the need for more sand and salt etc.

6. REQUIRED EQUIPMENT & MANPOWER

At any time that the Contractor is required to plow or sand, a minimum of three (3) trucks and one (1) four wheel drive (either ¾ ton or one ton pick-up truck) will be on the roads performing the Contractor's duties. Below is a list of suggested equipment needed to fulfill the contracted requirements with the Town. The Contractor must have available for use at all times equipment with the capacity and/or the equivalency of the equipment listed below:

- A. A minimum of three (3) trucks of at least 24,000 G.V.W., each equipped with a snowplow, wing and a sander used for the Town. The sanders will have a capacity of at least 6 cubic yards.
- B. One four-wheel drive ¾ or one-ton truck equipped with a plow and sander used for the Town.
- C. All vehicles required under (A) and (B) will be in operation during the occurrence of any storm and used exclusively for the purpose of fulfilling the intent of this Contract.
- D. The Contractor, his agents and employees, during the performance of this Contract, will act as independent agents and not as employees or agents of the Town of Wayne. Adequate manpower needed to fulfill the obligations of this Contract will be employed by the Contractor who will be solely responsible for complying with applicable Federal and State laws, including but not limited to, worker's compensation law, employment security law and minimum wage law. As an independent contractor, the Contractor is also responsible for maintaining equipment in a safe, operable and legal condition.
- E. In addition to the vehicles listed in Section 6 numbers (1) and (2) above, the Contractor will be responsible for having back up equipment as necessary to meet the obligations of this contract.
- F. The equipment referred to in Section 6 must be maintained by the Contractor in good mechanical condition, and is subject to periodic inspection by the Town's designee. Each vehicle must be identified as the Contractor's and display a truck number. The equipment must be ready for inspection by October 15th of each of the year of this Contract. The Contractor will make reasonable modifications to equipment if requested by the Town Manager / Road Commissioner. The Town may employ the expertise of a professional to assist them with this inspection. Failure of equipment to pass this inspection will constitute a breach of this Contract.
- G. One (1) front-end loader for loading sand/salt with a minimum bucket capacity of one (1) cubic yard.
- H. A grader equipped with a wing capable of scraping ice and snow from the roadways.

- I. The Contractor's equipment and operators must reside within a reasonable distance from the Town's Sand/ Salt Shed to allow the Contractor to begin plowing within 30 minutes of being contacted.

7a. **PERFORMANCE BOND**

The Contractor must furnish an Annual Contract Bond, or similar instrument, by October 15th of each year of this Contract that is satisfactory to the Town. The bond must be in the amount equal to 100% of the PERFORMANCE portion of this contract. The PERFORMANCE portion of this contract is 80% of the total contract price.

7b. **INSURANCE**

The Contractor will maintain liability insurance that names the Town as an additional insured in an amount not less than the amount established by the Maine Tort Claims Act (currently \$400,000) per occurrence, for personal injury, death and property damage claims which may arise from snow removal or sanding operations under this contract.

In addition, the Contractor shall provide evidence of insurance or financial resources sufficient to satisfy the requirements of the Workers' Compensation Act. The Contractor will provide to the Town the Certificate of Insurance coverage required by this contract no later than October 15th of each contract year.

8. **BILLS AND CLAIMS**

As an independent contractor, the Contractor is responsible for all bills for labor, material, equipment and other expenses or obligations that are incurred in the performance of this Contract. The Town will not pay any such bills.

9. **BREACH OF CONTRACT**

If the Contractor fails to perform according to the terms of this contract at the time and in the manner specified, that failure would constitute a breach of contract.

In the event of a breach, the Town (through its Town Manager or his/her agent) will immediately give oral notice to the Contractor that there has been a breach of contract. The Contractor must cure the breach within a reasonable time. "Reasonable time" may vary depending on the nature of the breach, and road and weather conditions. In the event that the Contractor still does not (for whatever reason) perform the duties within the time stated, the Town will have the following options:

- A.) **Terminate the Contract.** The Town may terminate the contract by sending the Contractor a written notice stating the reason for termination and the date of termination. The Contractor will be paid for all work which is satisfactorily done up to the date of termination. The remainder of any money due the Contractor under this contract may be used to obtain another contractor to maintain the roads. Likewise, money from the Contractor's Performance Bond may be used to cover this cost.

- B.) **Substitution.** The Town may require a substitute contractor to plow and sand the roads for any period of time the Town considers necessary. This substitution will be paid with money from the Performance Bond. If there are problems obtaining the Performance Bond money, substitutions will be paid from the remainder of any funds due to the Contractor (but unearned) under this Contract.
- C.) **Legal.** The Town may also seek any other legal remedies available to enforce this Contract. In the event that the Contractor disagrees with the actions taken by the Town, both parties shall place the issue or issues of disagreement with an arbitrator appointed by the Superior Court, County of Kennebec. Proceedings shall be determined by the Uniform Arbitration Act, 14 M.R.S.A. 5927 et seq. and the decision reached by the Arbitrator shall be binding on the parties. The cost for arbitrations will be divided evenly between the Town seeking arbitration and the Contractor.

10. INDEMNIFICATION

In addition to the coverage provided by insurance and bonding herein, the Contractor agrees to hold the Town harmless for any claim for death, injury, property damage or other loss which may result from the Contractor's performance of road maintenance under this contract. In the event that such a claim is made against the Town, the Contractor will defend the Town, and the Contractor will pay any and all amounts (indemnification) for which the Town may be held liable in a legal action for such claims. The Contractor shall also reimburse the Town for any direct or indirect expense incurred in the defense of such claims, including, but not limited to, legal fees and costs.

11. SUPERVISION AND CONTROL

As an independent contractor, the Contractor has the right and responsibility to supervise and control the Contractor's employees, agents and equipment. The Town has the right to inspect road maintenance operations within its boundaries, and notify the Contractor of any problems, errors or non-performance. The Town's Road Commissioner may order that work be done in a satisfactory manner, as determined by Road Commissioner.

12. COMMUNICATION

The Contractor shall designate one or more telephones where the Contractor can be reached during every storm and available to receive communication from the Town. All vehicles used to plow and sand will have radio communications.

Contractor Phone Number: _____
 Contractor Emergency Phone Number: _____
 Truck Phone Numbers: _____

All communications to and by the Town will be made through the following alternative chain of command: (1) Town Manager / Road Commissioner (2) Town Office ("Town Clerk" or "Tax Collector") staff during regular office hours, (3) Chairman, Board of Selectmen (4) Remaining Board of Selectmen members.

13. **NOTICE**

All written notices shall be sent by certified mail, return receipt requested to the addresses set forth on the first page of this invitation or to any other addresses for which written notice shall have been subsequently received.

14. **CONSIDERATION AND PAYMENT SCHEDULE**

(See Attached Bid Form Page #3)

15. **ASSIGNMENT**

This contract, and any rights, duties and obligations hereunder, may not be assigned or subcontracted by the Contractor without the written consent of a majority of the Board of Selectmen.

16. **CONTRACT BINDING**

All of the Contractor's rights, duties and obligations under this contract shall be binding upon and inure to the benefit of the Contractor's successors in interest, legal representatives, and assigns approved by the Wayne Board of Selectmen.

17. **COMPLIANCE**

The Town insists upon strict compliance with this Contract. No prior waiver or failure to insist upon any term or terms shall prevent the Town from enforcing any requirement or provision.

18. **AMENDMENT, SEVERABILITY, JURISDICTION**

This contract can be amended only by written consent of the Town and the Contractor. If any part of this contract is declared by a court to be void or unenforceable, the rest of the contract continues to be valid and effective. The laws of the State of Maine govern this Contract.

19. **CONTRACT: CONDITIONS OF APPROVAL, SUMMARY**

The Contractor will have one contract with the Town for Winter Highway Maintenance: Sanding, Salting and Snowplowing.

ATTACHMENT A

Roads covered by this contract, with approximate mileage of each:

A. ROAD NAME: MILEAGE:

Roads North of Rt. 133

Innes Ridge Rd (Kents Hill Rd to T/L)	.51
Kents Hill Rd (N. Wayne Rd. to end)	.81
Church St	.11
North Wayne Rd	2.18
Farnham Rd	.12
Hathaway Rd. (N Wayne Rd to T/L)	.20
Cross Rd. (Rt 133 to N. Wayne Rd.)	.32
Lovejoy Pond Rd. (Walton Rd to T/L)	1.06
Walton Rd	1.88
Richmond Mills Rd. (Pond Rd . to T/L)	.48
Pond Rd	1.88
Berry Rd/King's Highway	1.72
Green Tue Rd. (Rt 133 to end)	.71
Maxim Rd.	.97
Lord Rd. (Rt. 133 to turn around)	.89
Christmas Tree Lane	.10

Roads South of Rt. 133

Tucker Rd./Strickland Ferry (Rt. 219 to T/L)	2.58
Cove Rd. (Rt. 219 to T/L)	.61
Whispering Pines Circle	.23
Coolidge Rd (Rt.133 to end)	.33
Leadbetter Rd. (Coolidge Rd. to end)	.60
Memorial Park Lane	.15
Lake St.	.09
Old Winthrop Rd.	2.19
Gott Rd. (Old Winthrop Rd. to end)	.53
Morrison Heights Rd.	1.44
Lincoln Point Rd.	.30
Hardscrabble Rd.	2.30
Dexter Rd.	.60
House Rd.	.40
Mt. Pisgah Rd (Old Winthrop to T/L)	1.29
Fairbanks Rd.	1.17
Besse Rd. (Rt. 133 to stone wall turnaround)	.80
Mill & Bridge Streets	.15

Total 29.70

In witness whereof, the parties, or their duly authorized agents, execute this agreement on the 9th day of April, 2013.

FOR THE TOWN OF WAYNE

Aaron Christy
Town Manager

4/10/2013
Date

FOR THE CONTRACTOR

Dennis Bruen
Contractor

4/11/13
Date

Town of Wayne, Maine
Winter Highway Maintenance:
Sanding, Salting and Snowplowing Contract
3-Year Contract Term: July 1st, 2013 to June 30th, 2016

PAYMENT SCHEDULE

Vendor: Bruen Construction
 PO Box 601; 26 Mace Cottage Road
 Readfield, ME 04355
 (207) 685-9603

Vendor Number: 0622

Account Number: E 109-03-60

Payment Date

Check Amount

Year 1: 2013-2014

November 2013, 1 st warrant	\$14,953.26*
November 2013, 2 nd warrant	\$19,937.68
December 2013, 1 st warrant	\$19,937.68
January 2014, 1 st warrant	\$19,937.68
February 2014, 1 st warrant	\$19,937.68
March 2014, 1 st warrant	\$19,937.68
April 2014, 1 st warrant	\$19,937.68
<u>May 2014, 1st warrant</u>	<u>\$14,953.26**</u>
Contract Total:	\$149,532.60

Year 2: 2014-2015

November 2014, 1 st warrant	\$15,250.26*
November 2014, 2 nd warrant	\$20,333.68
December 2014, 1 st warrant	\$20,333.68
January 2015, 1 st warrant	\$20,333.68
February 2015, 1 st warrant	\$20,333.68
March 2015, 1 st warrant	\$20,333.68
April 2015, 1 st warrant	\$20,333.68
<u>May 2015, 1st warrant</u>	<u>\$15,250.26**</u>
Contract Total:	\$152,502.60

Year 3: 2015-2016

November 2015, 1 st warrant	\$15,549.25*
November 2015, 2 nd warrant	\$20,732.35
December 2015, 1 st warrant	\$20,732.35
January 2016, 1 st warrant	\$20,732.35
February 2016, 1 st warrant	\$20,732.35
March 2016, 1 st warrant	\$20,732.35
April 2016, 1 st warrant	\$20,732.35
<u>May 2016, 1st warrant</u>	<u>\$15,549.25**</u>
Contract Total:	\$155,492.60

* = Paid upon completion of the sand/ salt piles, but not before November of each year.

** = The final payment will be held pending satisfaction of all damage claims.

This schedule of payment may be modified in the event of a breach of contract.

Town of Wayne, Maine
Winter Highway Maintenance:
Sanding, Salting and Snowplowing Contract
3-Year Contract Term: July 1st, 2013 to June 30th, 2016

PAYMENT SCHEDULE

Vendor: Bruen Construction
PO Box 601; 26 Mace Cottage Road
Readfield, ME 04355
(207) 685-9603

Vendor Number: 0622

Account Number: E 1-25-76

Renewal Option:

Year 3: 2016-2017

November 2016, 1 st warrant	\$15,846.25*
November 2016, 2 nd warrant	\$21,128.35
December 201, 1 st warrant	\$21,128.35
January 2017, 1 st warrant	\$21,128.35
February 2017, 1 st warrant	\$21,128.35
March 2017, 1 st warrant	\$21,128.35
April 2017, 1 st warrant	\$21,128.35
May 2017, 1 st warrant	<u>\$15,846.25**</u>
Contract Total:	\$158,462.60

* = Paid upon completion of the sand/ salt piles, but not before November of each year.

** = The final payment will be held pending satisfaction of all damage claims.

This schedule of payment may be modified in the event of a breach of contract.

TOWN OF WAYNE, MAINE

**Winter Lot Maintenance:
Sanding, Salting and Snowplowing**

**North Wayne Building
Ladd Recreation Center**

**Bid Specifications for a
3-Year Contract Term: July 1st, 2013 to June 30th, 2016**

The Town of Wayne, Maine, by and through its Municipal Officers, the Board of Selectmen (referred to as "Town") and J.D.'s Maintenance, 12 Whispering Pine Circle, Wayne, ME 04284 which is a partnership / corporation (referred to as "Contractor") to perform winter lot maintenance: sanding, salting and snowplowing for the following fiscal years: July 1st, 2013 to June 30th, 2014 of the first year, July 1st, 2014 to June 30th, 2015 of the second year and July 1st, 2015 to June 30th, 2016 of the third year 2014, 2015 and 2016, with a renewal option for 2017.

SPECIFICATIONS FOR CONTRACT

The Contractor will:

1. Plow and sand/ salt the North Wayne Building (3 Lovejoy Pond Road):

- Parking lot;
- Shovel building entrance ramp and doorway; and
- Keep the mailbox clear for deliveries.

Plowing will be performed to allow for the normal operation of the building and for the necessary access of emergency vehicles.

2. Plow and sand/ salt the Ladd Recreation Center (26 Gott Road):

- Driveway adjacent to main building;
- Front parking lot;
- Back parking lot (Tennis Courts and Outbuildings);
- Roadway to back parking lot and outbuildings; and
- Shovel main building entry doors and walkways.

Plowing will be performed to allow for the normal operation of the building and for the necessary access of emergency vehicles.

3. Contractor shall commence plowing when there is no more than 3 inches of snow accumulated on lots or pedestrian walk ways. Provide and apply sand/ salt to all of the above areas as required to prevent unsafe conditions for vehicles and pedestrians. The Wayne Sand/ Salt Shed located on Fairbanks Road sand/ salt is not for use by winter lot maintenance contractor.

4. Subcontract, in the event needed, for the performance of this contract, at no additional cost to the Town. (i.e.; equipment breakdown; remove large amount of snow).

5. Contractor will maintain liability insurance that names the Town as an additional insured in an amount not less than the amount established by the Maine Tort Claims Act (currently \$400,000) per occurrence, for personal injury, death and property damage claims which may arise from snow removal or sanding operations under this contract.

In addition, the Contractor shall provide evidence of insurance or financial resources sufficient to satisfy the requirements of the Workers' Compensation Act. The Contractor will provide to the Town the Certificate of Insurance coverage with Town of Wayne as additionally insured as required by this contract no later than October 15th of each contract year.

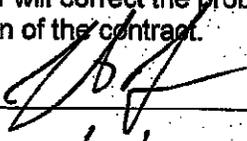
The Town will:

1. Upon submission of timely invoices, pay the Contractor six monthly installments from November until April of each contract year. If the Contractor does not complete the work this contract requires, the Town Manager will arrange to have the work performed and deduct the cost from the contract payments.

Note: If the Board of Selectmen finds that the Contractor is not performing the services in this contract in an adequate or timely manner, the Town will notify the Contractor in writing on the nature of the problem. The Contractor will correct the problem by the next storm event. Failure to correct the problem will result in the termination of the contract.

Contractor

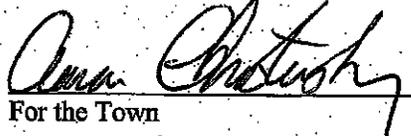
Date



04/05/13

For the Town

Date



4/10/2013

Town of Wayne, Maine
Winter Lot Maintenance:
Sanding, Salting and Snowplowing Contract
3-Year Contract Term: July 1st, 2013 to June 30th, 2016

PAYMENT SCHEDULE

Vendor: J.D.'s Maintenance
 12 Whispering Pine Circle
 Wayne, ME 04284
 (207) 685-3030

Vendor Number: 0764
 Account Number: E 109-03-55

<u>Payment Date</u>	<u>Check Amount</u>
Year 1: 2013-2014	
November 2013, 1 st warrant	\$316.66
December 2013, 1 st warrant	\$316.66
January 2014, 1 st warrant	\$316.67
February 2014, 1 st warrant	\$316.67
March 2014, 1 st warrant	\$316.67
April 2014, 1 st warrant	\$316.67*
Contract Total:	<u>\$1,900.00</u>
Year 2: 2014-2015	
November 2014, 1 st warrant	\$350.00
December 2014, 1 st warrant	\$350.00
January 2015, 1 st warrant	\$350.00
February 2015, 1 st warrant	\$350.00
March 2015, 1 st warrant	\$350.00
April 2015, 1 st warrant	\$350.00*
Contract Total:	<u>\$2,100.00</u>
Year 3: 2015-2016	
November 2015, 1 st warrant	\$400.00
December 2015, 1 st warrant	\$400.00
January 2016, 1 st warrant	\$400.00
February 2016, 1 st warrant	\$400.00
March 2016, 1 st warrant	\$400.00
April 2016, 1 st warrant	\$400.00*
Contract Total:	<u>\$2,400.00</u>

* = The final payment will be held pending satisfaction of all damage claims.
 This schedule of payment may be modified in the event of a breach of contract.

**Town of Wayne, Maine
Winter Lot Maintenance:
Sanding, Salting and Snowplowing Contract
3-Year Contract Term: July 1st, 2013 to June 30th, 2016**

PAYMENT SCHEDULE

Vendor: J.D.'s Maintenance
12 Whispering Pine Circle
Wayne, ME 04284
(207) 685-3030

Vendor Number: 0764

Account Number: E 1-25-82

Renewal Option:

Year 3: 2016-2017

November 2016, 1 st warrant	\$450.00
December 2016, 1 st warrant	\$450.00
January 2017, 1 st warrant	\$450.00
February 2017, 1 st warrant	\$450.00
March 2017, 1 st warrant	\$450.00
April 2017, 1 st warrant	<u>\$450.00*</u>
Contract Total:	\$2,700.00

* = The final payment will be held pending satisfaction of all damage claims.
This schedule of payment may be modified in the event of a breach of contract.

Expense Summary Report

Fund: 1
ALL Months

Account	Budget Net	YTD Net	Unexpended Balance	Percent Spent
100 - General Admin	234,985.00	88,852.28	146,132.72	37.81
01 - Salaries	156,169.00	49,408.87	106,760.13	31.64
01 - Selectmen	7,162.00	0.00	7,162.00	0.00
05 - Town Manager	50,000.00	17,301.60	32,698.40	34.60
10 - Bookkeeper	0.00	170.00	-170.00	----
15 - Treasurer	3,000.00	0.00	3,000.00	0.00
20 - Tax Collector	22,241.00	8,190.07	14,050.93	36.82
25 - Town Clerk	23,071.00	8,321.82	14,749.18	36.07
35 - Meeting Clerk	1,282.00	49.29	1,232.71	3.84
70 - Med/Fica	8,167.00	2,582.52	5,584.48	31.62
75 - Health Insurance	35,396.00	11,777.52	23,618.48	33.27
80 - Retirement	4,830.00	828.05	4,001.95	17.14
81 - Income Protection plan	1,020.00	188.00	832.00	18.43
02 - Operating Expense	27,260.00	18,481.94	8,778.06	67.80
01 - Office Expense	4,000.00	3,835.36	164.64	95.88
05 - Travel expenses	2,000.00	700.23	1,299.77	35.01
10 - Training Expense	2,000.00	767.53	1,232.47	38.38
20 - MMA Dues	2,310.00	0.00	2,310.00	0.00
25 - Computer Repairs	1,500.00	275.00	1,225.00	18.33
30 - Computer Software	9,500.00	9,908.14	-408.14	104.30
35 - Website	750.00	450.00	300.00	60.00
40 - Town Report	1,000.00	0.00	1,000.00	0.00
45 - Sunshine Fund	200.00	0.00	200.00	0.00
50 - Tax Administration	4,000.00	2,545.68	1,454.32	63.64
03 - Contractual	48,956.00	20,125.79	28,830.21	41.11
01 - Legal Services	15,000.00	5,357.04	9,642.96	35.71
05 - Audit Services	5,300.00	4,940.00	360.00	93.21
15 - Insurance	18,000.00	7,881.00	10,119.00	43.78
20 - Rent	6,656.00	0.00	6,656.00	0.00
25 - Copier lease	4,000.00	1,947.75	2,052.25	48.69
05 - Utilities	2,600.00	835.68	1,764.32	32.14
01 - Telephone	2,600.00	835.68	1,764.32	32.14
101 - Debt Service	167,580.00	168,272.43	-692.43	100.41
15 - Debt Service	167,580.00	168,272.43	-692.43	100.41
05 - North Wayne Road Bond	36,366.00	36,396.66	-30.66	100.08
10 - Kings Highway	65,905.00	66,570.00	-665.00	101.01
15 - Old Winthrop Road Bond	65,309.00	65,305.77	3.23	100.00
102 - Elections & Hearings	1,750.00	1,560.46	189.54	89.17
01 - Salaries	1,250.00	552.64	697.36	44.21
41 - Elections clerk	1,250.00	552.64	697.36	44.21
02 - Operating Expense	500.00	1,007.82	-507.82	201.56
01 - Office Expense	500.00	1,007.82	-507.82	201.56
103 - General Assistance	3,000.00	0.00	3,000.00	0.00
10 - Social Services/Community Serv	3,000.00	0.00	3,000.00	0.00
85 - General Assistance	2,500.00	0.00	2,500.00	0.00
87 - Ladd Alternative GA	500.00	0.00	500.00	0.00
104 - Fire Department	53,995.00	9,224.99	44,770.01	17.08
01 - Salaries	13,995.00	0.00	13,995.00	0.00

Expense Summary Report

Fund: 1
ALL Months

Account	Budget Net	YTD Net	Unexpended Balance	Percent Spent
104 - Fire Department CONT'D				
50 - Chief Officers stipends	6,000.00	0.00	6,000.00	0.00
52 - Firefighter stipends	7,000.00	0.00	7,000.00	0.00
70 - Med/Fica	995.00	0.00	995.00	0.00
02 - Operating Expense	40,000.00	9,224.99	30,775.01	23.06
60 - Fire Operations	22,000.00	3,991.12	18,008.88	18.14
61 - Fire Communications	4,000.00	1,233.92	2,766.08	30.85
62 - Fire Equipment	14,000.00	3,999.95	10,000.05	28.57
105 - Assessing	22,350.00	7,800.00	14,550.00	34.90
02 - Operating Expense	1,800.00	1,800.00	0.00	100.00
75 - GIS Maps	1,800.00	1,800.00	0.00	100.00
03 - Contractual	20,550.00	6,000.00	14,550.00	29.20
30 - Assessing/Mapping	14,750.00	6,000.00	8,750.00	40.68
35 - Quarterly review	5,800.00	0.00	5,800.00	0.00
106 - Animal Control	5,230.00	945.26	4,284.74	18.07
01 - Salaries	3,230.00	0.00	3,230.00	0.00
55 - Animal control officer	3,000.00	0.00	3,000.00	0.00
70 - Med/Fica	230.00	0.00	230.00	0.00
10 - Social Services/Community Serv	2,000.00	945.26	1,054.74	47.26
90 - Humane Society	2,000.00	945.26	1,054.74	47.26
107 - Code Enforcement	16,214.00	7,133.72	9,080.28	44.00
-0 - UNKNOWN	0.00	21.22	-21.22	----
-7 - UNKNOWN	0.00	21.22	-21.22	----
01 - Salaries	12,514.00	4,406.95	8,107.05	35.22
56 - Code Enforcement Officer	11,625.00	4,093.74	7,531.26	35.21
70 - Med/Fica	889.00	313.21	575.79	35.23
02 - Operating Expense	2,700.00	2,583.00	117.00	95.67
21 - KVCOG Dues	2,700.00	2,583.00	117.00	95.67
65 - Unclassified	1,000.00	122.55	877.45	12.26
10 - Planning Board	0.00	122.55	-122.55	----
30 - Ordinance & Mapping	1,000.00	0.00	1,000.00	0.00
108 - Public Safety	35,202.00	19,373.31	15,828.69	55.03
03 - Contractual	28,302.00	16,558.23	11,743.77	58.51
40 - Ambulance	10,700.00	5,350.50	5,349.50	50.00
45 - Sheriff Dept	6,000.00	4,160.00	1,840.00	69.33
50 - PSAP Dispatching	11,602.00	7,047.73	4,554.27	60.75
05 - Utilities	6,900.00	2,815.08	4,084.92	40.80
20 - Street lights	6,900.00	2,815.08	4,084.92	40.80
109 - Roads	305,763.00	146,478.32	159,284.68	47.91
03 - Contractual	167,263.00	40,724.60	126,538.40	24.35
55 - Parking Lot Plowing	3,800.00	450.00	3,350.00	11.84
60 - Road Plowing	158,463.00	36,974.60	121,488.40	23.33
75 - Roadside mowing	5,000.00	3,300.00	1,700.00	66.00
05 - Utilities	500.00	91.17	408.83	18.23
05 - Electricity	500.00	91.17	408.83	18.23
25 - Roads	138,000.00	105,662.55	32,337.45	76.57

Expense Summary Report

Fund: 1
ALL Months

Account	Budget Net	YTD Net	Unexpended Balance	Percent Spent
109 - Roads CONT'D				
01 - Roads Administration	2,000.00	764.75	1,235.25	38.24
05 - Brush/Tree removal	16,000.00	8,327.00	7,673.00	52.04
10 - Calcium chloride	8,000.00	2,697.50	5,302.50	33.72
15 - Sweeping	4,000.00	0.00	4,000.00	0.00
20 - Patching	4,000.00	3,511.85	488.15	87.80
30 - Signs	3,000.00	5,241.35	-2,241.35	174.71
35 - Painting	1,000.00	0.00	1,000.00	0.00
40 - Culverts	10,000.00	8,563.37	1,436.63	85.63
45 - Gravel	26,000.00	25,514.67	485.33	98.13
46 - Winter salt	15,000.00	0.00	15,000.00	0.00
70 - Grading	9,000.00	2,217.50	6,782.50	24.64
75 - Ditching	40,000.00	48,824.56	-8,824.56	122.06
110 - Transfer Station	112,908.00	42,430.69	70,477.31	37.58
02 - Operating Expense	3,800.00	810.00	2,990.00	21.32
80 - Hazardous waste	1,500.00	0.00	1,500.00	0.00
85 - TS Backhoe Rental	2,300.00	810.00	1,490.00	35.22
03 - Contractual	109,108.00	41,620.69	67,487.31	38.15
65 - Transfer Station Operations	108,108.00	41,620.69	66,487.31	38.50
80 - Landfill mowing	1,000.00	0.00	1,000.00	0.00
111 - Outside Agencies	24,116.00	23,615.50	500.50	97.92
10 - Social Services/Community Serv	24,116.00	23,615.50	500.50	97.92
01 - Library	6,000.00	6,000.00	0.00	100.00
10 - Archival board	500.00	0.00	500.00	0.00
15 - Messenger	2,000.00	2,000.00	0.00	100.00
20 - Cemetery Association	3,500.00	3,500.00	0.00	100.00
25 - Rural Community Action	3,700.00	3,700.00	0.00	100.00
30 - Senior Spectrum	1,004.00	1,004.00	0.00	100.00
35 - Hospice	1,000.00	1,000.00	0.00	100.00
40 - Family Violence	1,000.00	1,000.00	0.00	100.00
45 - Maine Public Broadcasting	100.00	100.00	0.00	100.00
50 - Kennebec Valley Behavioral Hea	1,600.00	1,600.00	0.00	100.00
55 - Children Center	595.00	595.00	0.00	100.00
60 - Red Cross	1,200.00	1,200.00	0.00	100.00
65 - Sexual Assault Crisis Support	417.00	416.50	0.50	99.88
94 - Winthrop Food Pantry	1,500.00	1,500.00	0.00	100.00
112 - Recreation	23,303.00	14,540.68	8,762.32	62.40
01 - Salaries	2,153.00	0.00	2,153.00	0.00
67 - Recreation Coordinator	2,000.00	0.00	2,000.00	0.00
70 - Med/Fica	153.00	0.00	153.00	0.00
02 - Operating Expense	4,300.00	0.00	4,300.00	0.00
90 - Ladd Operational expenses	4,300.00	0.00	4,300.00	0.00
03 - Contractual	5,850.00	4,243.44	1,606.56	72.54
70 - Mowing	2,350.00	1,303.44	1,046.56	55.47
71 - Ladd Mowing	3,500.00	2,940.00	560.00	84.00
10 - Social Services/Community Serv	11,000.00	10,297.24	702.76	93.61
80 - 30 Mile River Snowmobile Assoc	650.00	0.00	650.00	0.00
91 - Kennebec Land Trust	250.00	1,300.00	-1,050.00	520.00
92 - Friends of Cobbossee Watershe	1,300.00	250.00	1,050.00	19.23
93 - Memorial Day	300.00	247.24	52.76	82.41

Expense Summary Report

Fund: 1
ALL Months

Account	Budget Net	YTD Net	Unexpended Balance	Percent Spent
112 - Recreation CONT'D				
97 - Andro Lake Improve Corp	3,000.00	3,000.00	0.00	100.00
98 - Andro Yacht club	500.00	500.00	0.00	100.00
99 - 30 Mile Watershed	5,000.00	5,000.00	0.00	100.00
113 - Land and Buildings	2,600.00	2,417.91	182.09	93.00
02 - Operating Expense	1,600.00	1,872.19	-272.19	117.01
15 - Maintenance and Repairs	1,000.00	1,679.58	-679.58	167.96
95 - NW Schoolhouse	200.00	54.27	145.73	27.14
96 - NW Building	200.00	62.10	137.90	31.05
97 - Town House	200.00	76.24	123.76	38.12
03 - Contractual	1,000.00	545.72	454.28	54.57
72 - Historic Property Mowing	1,000.00	545.72	454.28	54.57
114 - Capital Reserves transfers	147,000.00	150,021.54	-3,021.54	102.06
52 - Capital Reserve Funds	147,000.00	150,021.54	-3,021.54	102.06
05 - Fire Truck	30,000.00	30,000.00	0.00	100.00
50 - Road Recon. & Pav. Project	100,000.00	100,000.00	0.00	100.00
65 - Town Office	15,000.00	15,000.00	0.00	100.00
75 - Technology Replacement Plan	2,000.00	2,000.00	0.00	100.00
90 - Former Pettengill Property Leg	0.00	3,021.54	-3,021.54	----
115 - School RSU #38	2,033,394.00	847,247.50	1,186,146.50	41.67
60 - Intergovernment	2,033,394.00	847,247.50	1,186,146.50	41.67
15 - RSU #38	2,033,394.00	847,247.50	1,186,146.50	41.67
116 - County Tax	187,625.00	187,624.68	0.32	100.00
60 - Intergovernment	187,625.00	187,624.68	0.32	100.00
20 - Kennebec County Tax	187,625.00	187,624.68	0.32	100.00
117 - Cobbossee Watershed District	2,462.00	1,641.34	820.66	66.67
60 - Intergovernment	2,462.00	1,641.34	820.66	66.67
25 - Cobbossee Watershed District	2,462.00	1,641.34	820.66	66.67
118 - Overlay	10,000.00	97.88	9,902.12	0.98
60 - Intergovernment	10,000.00	97.88	9,902.12	0.98
30 - Overlay	10,000.00	97.88	9,902.12	0.98
120 - Selectboard Contingency	5,000.00	350.00	4,650.00	7.00
65 - Unclassified	5,000.00	350.00	4,650.00	7.00
01 - Contigent	5,000.00	350.00	4,650.00	7.00
Final Totals	3,394,477.00	1,719,628.49	1,674,848.51	50.66

Revenue Summary Report

Fund: 1
ALL

Account	Budget Net	YTD Net	Uncollected Balance	Percent Collected
100 - General Admin	626,469.00	2,816,171.82	-2,189,702.82	449.53
01 - Banking Interest	400.00	253.58	146.42	63.40
03 - Lien costs	5,000.00	1,552.70	3,447.30	31.05
04 - Interest on taxes	12,000.00	3,136.23	8,863.77	26.14
05 - MV Agent fees	4,250.00	1,735.00	2,515.00	40.82
06 - IFW Agent fees	500.00	141.00	359.00	28.20
07 - Motor Vehicle excise	232,000.00	104,207.54	127,792.46	44.92
08 - Boat Excise	2,000.00	918.70	1,081.30	45.94
09 - Vitals	600.00	219.80	380.20	36.63
10 - Cash Short/ Over	0.00	-10.58	10.58	----
13 - Cable TV Franchise	4,200.00	0.00	4,200.00	0.00
14 - Misc revenue	15,000.00	956.91	14,043.09	6.38
15 - Surplus	300,000.00	0.00	300,000.00	0.00
20 - Insurance Dividends/Reimburse	0.00	1,130.00	-1,130.00	----
21 - State revenue sharing	45,519.00	16,156.86	29,362.14	35.49
25 - Tax Commitment	0.00	2,685,574.08	-2,685,574.08	----
26 - Supplemental Taxes	5,000.00	0.00	5,000.00	0.00
27 - Payment in Lieu of Taxes	0.00	200.00	-200.00	----
103 - General Assistance	1,250.00	1,081.60	168.40	86.53
01 - GA Reimbursement	1,250.00	1,081.60	168.40	86.53
105 - Assessing	31,541.00	39,268.23	-7,727.23	124.50
01 - Tree Growth	4,000.00	3,632.23	367.77	90.81
02 - Homestead Exemption	26,000.00	34,240.00	-8,240.00	131.69
03 - Veteran reimbursement	1,500.00	1,396.00	104.00	93.07
04 - BETE Reimbursement	41.00	0.00	41.00	0.00
106 - Animal Control	800.00	144.00	656.00	18.00
01 - Dog fees	750.00	144.00	606.00	19.20
02 - Dog late fees	50.00	0.00	50.00	0.00
107 - Code Enforcement	2,000.00	1,183.00	817.00	59.15
01 - Building permits	2,000.00	1,176.00	824.00	58.80
02 - Yard Sale Permit	0.00	7.00	-7.00	----
109 - Roads	30,848.00	0.00	30,848.00	0.00
01 - Local Road Assist Program	30,848.00	0.00	30,848.00	0.00
119 - Snowmobile	650.00	0.00	650.00	0.00
01 - State Reimbursement	650.00	0.00	650.00	0.00
Final Totals	693,558.00	2,857,848.65	-2,164,290.65	412.06

General Ledger Summary Report

Fund(s): ALL

ALL

Account	Beg Bal	Y T D		Pending Activity	Balance Net	
	Net	Debits	Credits			Net
General Fund	0.00	16,794,097.37	16,794,097.37	0.00	-1,618.06	-1,618.06
Assets	1,119,946.59	4,867,272.84	3,697,232.56	1,170,040.28	-3,328.04	2,286,658.83
100-00 Cash / Checking	1,035,397.87	1,789,348.86	1,990,122.14	-200,773.28	-4,499.59	830,125.00
110-00 Debit Card Account-Androscogg	2,000.00	0.00	0.00	0.00	0.00	2,000.00
110-01 Cash Drawers	401.70	0.00	1.70	-1.70	0.00	400.00
110-03 Andro Savings 1600191314	243,374.44	0.00	0.00	0.00	0.00	243,374.44
116-00 NSF CHECK	948.73	1,089.79	797.93	291.86	0.00	1,240.59
120-00 ACCOUNTS RECEIVABLE	772.57	0.00	0.00	0.00	0.00	772.57
150-05 2005 Real Estate Taxes	0.00	0.00	0.00	0.00	0.00	-0.01
150-12 2012 Real Estate Taxes	5,612.51	0.00	0.00	0.00	0.00	5,612.51
150-13 2013 Real Estate Taxes	0.10	0.00	0.08	-0.08	0.00	0.02
150-14 2014 Real Estate Taxes	1.31	21.39	1.29	20.10	0.00	21.41
150-15 2015 Real Estate Taxes	76,780.58	886.10	77,585.71	-76,699.61	0.00	80.97
150-16 2016 Real Estate Taxes	-2,436.30	2,675,855.98	1,154,030.65	1,521,825.33	-599.13	1,518,789.90
150-17 2017 Real Estate Taxes	0.00	0.00	4.56	-4.56	0.00	-4.56
155-05 2005 pp Taxes	168.81	0.00	0.00	0.00	0.00	168.81
155-06 2006 pp Taxes	250.19	0.00	0.00	0.00	0.00	250.19
155-07 2007 pp Taxes	261.03	0.00	0.00	0.00	0.00	261.03
155-08 2008 pp Taxes	421.05	0.00	0.00	0.00	0.00	421.05
155-09 2009 pp Taxes	554.20	0.00	0.00	0.00	0.00	554.20
155-10 2010 pp Taxes	880.67	0.00	0.00	0.00	0.00	880.67
155-11 2011 pp Taxes	1,504.76	0.00	0.02	-0.02	0.00	1,504.74
155-12 2012 pp Taxes	1,761.53	0.00	256.79	-256.79	0.00	1,504.74
155-13 2013 pp Taxes	2,154.16	0.00	473.15	-473.15	0.00	1,681.01
155-14 2014 pp Taxes	3,270.95	0.00	1,092.66	-1,092.66	0.00	2,178.28
155-15 2015 pp Taxes	6,528.10	0.00	3,746.71	-3,746.71	0.00	2,781.39
155-16 2016 pp Taxes	-0.02	11,950.02	2,088.01	9,862.01	0.00	9,862.00
155-17 2017 pp Taxes	0.00	0.00	0.03	-0.03	0.00	-0.03
160-09 2009 Liens	5,411.87	0.00	0.00	0.00	0.00	5,411.87
160-10 2010 Liens	5,611.57	0.00	0.00	0.00	0.00	5,611.57
160-11 2011 Liens	5,611.57	0.00	0.00	0.00	0.00	5,611.57
160-13 2013 Liens	5,875.95	0.00	0.00	0.00	0.00	5,875.95
160-14 2014 Liens	36,926.13	0.00	13,327.25	-13,327.25	0.00	23,598.88
160-15 2015 Liens	0.00	60,137.84	13,962.50	46,175.34	-94.36	46,080.98
199-02 Due to/from Ladd Rec	-1,570.12	39,447.34	51,200.00	-11,752.66	1,865.04	-11,457.74
199-03 Due to/from Special Revenues	-15,363.53	4,397.91	3,825.00	572.91	0.00	-14,790.62
199-04 Due to/from Capital Projects	-303,165.79	281,917.71	383,341.38	-101,423.67	0.00	-404,589.46
199-05 Due to/from Trust Funds	0.00	2,219.90	1,375.00	844.90	0.00	844.90
Liabilities	111,866.63	71,979.83	69,160.68	-2,819.15	-1,709.98	107,337.50
309-00 Community Directory	0.00	0.00	15.00	15.00	0.00	15.00
310-01 BMV	1,591.25	42,103.46	45,062.91	2,959.45	-959.45	3,591.25
310-03 State Vital Fees	0.00	0.00	33.20	33.20	0.00	33.20
310-15 IFW	4,587.25	8,046.44	4,029.19	-4,017.25	-540.00	30.00
310-30 Dog License State	0.00	6.00	168.00	162.00	-99.00	63.00
310-35 State Plumbing Fee 25%	346.25	92.50	367.50	275.00	-62.50	558.75
310-36 DEP Plumbing Fee \$15.00	-282.50	15.00	90.00	75.00	-15.00	-222.50
320-00 Accounts Payable	3,729.13	3,920.33	191.20	-3,729.13	0.00	0.00
320-05 LPI Plumbing Fee 75%	-1,013.75	0.00	1,407.50	1,407.50	-277.50	116.25
330-10 Federal withholding	0.00	13,262.62	13,262.62	0.00	0.00	0.00
330-25 State withholding	0.00	1,390.81	1,390.81	0.00	0.00	0.00
330-40 Retirement withholding	0.00	1,194.99	1,194.99	0.00	0.00	0.00

General Ledger Summary Report

Fund(s): ALL

ALL

Account	Beg Bal Net	----- Y T D -----		Pending Activity	Balance Net
		Debits	Credits	Net	
1 - General Fund CONT'D					
330-50 MMEHT with holding	0.00	1,947.68	1,947.76	0.08	243.55
400-00 Deferred Tax Revenues	102,909.00	0.00	0.00	0.00	102,909.00
Fund Balance	1,008,079.96	11,854,844.70	13,027,704.13	1,172,859.43	0.00 2,180,939.39
500-00 Expense control	0.00	1,749,737.42	10,171,051.00	8,421,313.58	8,421,313.58
510-00 Revenue control	0.00	2,080,685.28	2,856,653.13	775,967.85	775,967.85
520-00 Undesignated fund balance	1,008,079.96	8,024,422.00	0.00	-8,024,422.00	-7,016,342.04
2 - Ladd. Rec Operations					
Assets	0.00	90,647.34	90,647.34	0.00	-1,865.04 11,457.74
199-01 Due to/from	1,570.12	51,200.00	39,447.34	11,752.66	-1,865.04 11,457.74
Liabilities	0.00	0.00	0.00	0.00	0.00
Fund Balance	1,570.12	39,447.34	51,200.00	11,752.66	0.00 13,322.78
500-00 Expense Control	0.00	39,447.34	0.00	-39,447.34	-39,447.34
510-00 Revenue Control	0.00	0.00	51,200.00	51,200.00	51,200.00
520-00 Fund Balance	1,570.12	0.00	0.00	0.00	1,570.12
3 - Special Revenues					
Assets	0.00	26,011.27	26,011.27	0.00	0.00 17,215.45
120-01 No. Wayne School House KSB	2,424.83	0.00	0.00	0.00	2,424.83
199-01 Due to/from	15,363.53	3,825.00	4,397.91	-572.91	14,790.62
Liabilities	0.00	0.00	0.00	0.00	0.00
Fund Balance	17,788.36	22,186.27	21,613.36	-572.91	0.00 17,215.45
500-00 Expense Control	0.00	4,397.91	0.00	-4,397.91	-4,397.91
510-00 Revenue Control	0.00	0.00	21,613.36	21,613.36	21,613.36
525-00 Animal Control	2,100.03	2,100.03	0.00	-2,100.03	0.00
531-00 Farmers Market	476.52	476.52	0.00	-476.52	0.00
532-00 Wayne History Project	3,973.42	3,973.42	0.00	-3,973.42	0.00
535-00 Soccer	2,239.09	2,239.09	0.00	-2,239.09	0.00
536-00 Softball	621.02	621.02	0.00	-621.02	0.00
537-00 Baseball	118.90	118.90	0.00	-118.90	0.00
538-00 Cemetery Lot Sales	275.00	275.00	0.00	-275.00	0.00
539-00 Community Directory	115.00	115.00	0.00	-115.00	0.00
540-00 No. Wayne School House	2,395.84	2,395.84	0.00	-2,395.84	0.00
541-00 Water Quality	5,473.54	5,473.54	0.00	-5,473.54	0.00
4 - Capital Reserves					
Assets	0.00	986,378.67	986,378.67	0.00	0.00 477,518.25
109-00 Fire Truck - WAFUCU - 24852-00	25.00	0.00	0.00	0.00	25.00
110-00 Fire Truck - WAFUCU - 24852-64	17,928.79	0.00	0.00	0.00	17,928.79
199-01 Due to/from	303,165.79	438,316.38	281,917.71	156,398.67	459,564.46

General Ledger Summary Report

Fund(s): ALL
ALL

Account	Beg Bal	----- Y T D -----		Pending Activity	Balance Net
	Net	Debits	Credits		
4 - Capital Reserves CONT'D					
Liabilities	0.00	0.00	0.00	0.00	0.00
Fund Balance	321,119.58	548,062.29	704,460.96	156,398.67	0.00 477,518.25
500-00 Expense Control	0.00	226,942.71	0.00	-226,942.71	0.00 -226,942.71
510-00 Revenue Control	0.00	0.00	704,460.96	704,460.96	0.00 704,460.96
521-00 Transfer Station	43,572.00	43,572.00	0.00	-43,572.00	0.00 0.00
523-00 Roads	83,203.44	83,203.44	0.00	-83,203.44	0.00 0.00
524-00 Fire Truck	42,928.79	42,928.79	0.00	-42,928.79	0.00 0.00
525-00 Sand Salt Shed	2,918.64	2,918.64	0.00	-2,918.64	0.00 0.00
526-00 Footbridge	3,617.44	3,617.44	0.00	-3,617.44	0.00 0.00
530-00 Fire Station	1,591.74	1,591.74	0.00	-1,591.74	0.00 0.00
531-00 Lord Road Paving	30,410.48	30,410.48	0.00	-30,410.48	0.00 0.00
532-00 Hardscrabble Road	2,810.53	2,810.53	0.00	-2,810.53	0.00 0.00
533-00 Lovejoy Pond Dam	16,560.53	16,560.53	0.00	-16,560.53	0.00 0.00
534-00 Land/Building	3,083.75	3,083.75	0.00	-3,083.75	0.00 0.00
535-00 Cemetery Stone Cleaning	9,900.00	9,900.00	0.00	-9,900.00	0.00 0.00
536-00 Town Office	47,402.50	47,402.50	0.00	-47,402.50	0.00 0.00
537-00 Besse Road Chip Seal	4,800.00	4,800.00	0.00	-4,800.00	0.00 0.00
538-00 Fire Equipment	6,572.52	6,572.52	0.00	-6,572.52	0.00 0.00
539-00 Village Improvements	2,737.87	2,737.87	0.00	-2,737.87	0.00 0.00
540-00 Technology	8,654.16	8,654.16	0.00	-8,654.16	0.00 0.00
542-00 Emergency Management	5,200.00	5,200.00	0.00	-5,200.00	0.00 0.00
543-00 Fire Pond/Dry Hydrant	1,633.00	1,633.00	0.00	-1,633.00	0.00 0.00
545-00 Fmr. Pettengill Property Legal	3,522.19	3,522.19	0.00	-3,522.19	0.00 0.00
5 - Trust Funds	0.00	3,594.90	3,594.90	0.00	0.00 0.00
Assets	80,400.90	1,375.00	2,219.90	-844.90	0.00 79,556.00
101-00 Jaworski Andro 45107709	1,141.74	0.00	0.00	0.00	0.00 1,141.74
103-00 Ruth Lee Andro 45107645	8,486.39	0.00	0.00	0.00	0.00 8,486.39
104-00 Ladd Worthy Poor Andro 4510761	23,669.40	0.00	0.00	0.00	0.00 23,669.40
105-00 Ladd WAFUCU 25542-ID 00	25.04	0.00	0.00	0.00	0.00 25.04
106-00 Ladd WAFUCU 25542-ID 10 CD	14,862.67	0.00	0.00	0.00	0.00 14,862.67
107-00 Ladd WAFUCU 25542-ID 64 Savings	32,215.66	0.00	0.00	0.00	0.00 32,215.66
199-01 Due to/from	0.00	1,375.00	2,219.90	-844.90	0.00 -844.90
Liabilities	0.00	0.00	0.00	0.00	0.00 0.00
Fund Balance	80,400.90	2,219.90	1,375.00	-844.90	0.00 79,556.00
500-00 Expense Control	0.00	844.90	0.00	-844.90	0.00 -844.90
510-00 Revenue Control	0.00	1,375.00	1,375.00	0.00	0.00 0.00
521-00 Jaworski Fund Balance	1,141.74	0.00	0.00	0.00	0.00 1,141.74
522-00 Ladd Recreation Capital FB	47,103.37	0.00	0.00	0.00	0.00 47,103.37
523-00 Ruth Lee FB	8,486.39	0.00	0.00	0.00	0.00 8,486.39
524-00 Ladd Worthy Poor FB	23,669.40	0.00	0.00	0.00	0.00 23,669.40
Final Totals	0.00	17,900,729.55	17,900,729.55	0.00	-3,483.10 -3,483.10

Town News – November 2016

This month the **Board of Selectmen** will be meeting on **November 1, November 15** and **November 29** at **6:30 PM** at the **Wayne Elementary School Gymnasium**.

Election Day will be held this **Tuesday November 8, 2016** at the Ladd Recreation Center; the polls will be open from 8:00 AM to 8:00 PM for a variety of State general referenda questions. Absentee ballots will be available at the Town Office, please call or stop in.

In observation of **Veterans Day, Friday November 11, 2016**, the Town Office and the Transfer Station will be closed. The Transfer Station will re-open on Saturday November 12, 2016, during our regularly scheduled hours. The Town Office will re-open on Monday November 14, 2016, during our regularly scheduled hours.

Attention Dog Owners

State law (Title 7 M.R.S.A Ch. 721) requires that all dogs over 6 months of age to be licensed annually by December 31st. You can always visit the friendly staff at the Wayne Town Office to license your dogs. For busy residents who cannot make it to the Town Office to register your dog. You may go online to register your dog. Go to our website: www.waynemaine.org, click on: "Online Services", then click on: dog image with caption "Online Dog Licensing."

The Town will be holding our first annual **Rabies Clinic** on **Saturday November 12, 2016** from **8:00 AM to 11:00 AM** at North Wayne Fire Station on Kents Hill Road. Mary Sheridan, DVM, from Winthrop Veterinary Hospital will be on hand to vaccinate your dog or cat for \$15.00 for the vaccination. **Cash only will be accepted**. Please bring proof of vaccination to get a three year vaccination. Aaron Chrostowsky, Wayne Town Manager will be on hand to register your dog. The license fee for neutered/ spayed dogs is \$6.00. Non-neutered/ non-spayed dogs are \$11.00. **Cash and Check only** will be accepted. Also, meet our new Animal Control Officer.

In observation of **Thanksgiving Day**, the following closures will take place. The Transfer Station will be closed on **Wednesday November 23, 2016**. The Town Office and Transfer Station will be closed on **Thursday November 24, 2016** and **Friday November 25, 2016**. The Transfer Station will re-open on Saturday November 26, 2016, during our regularly scheduled hours. The Town Office will re-open on Monday November 28, 2016, during our regularly scheduled hours.

The Town's **Assessor Agent** Matt Caldwell from RJD Appraisal will be available by appointment on **Monday November 28, 2016** to answer any questions you might have about your assessment or tax bill. Please contact, the Town Office to schedule an appointment.

STATE OF MAINE RETURN OF VOTES CAST

MUNICIPALITY: WAYNE - 1 (1-1)

PRESIDENT OF THE UNITED STATES

424 CLINTON, HILLARY RODHAM
42 JOHNSON, GARY
15 STEIN, JILL
321 TRUMP, DONALD J.
0 CASTLE, DARRELL L. (Declared Write-In)
0 FOX, CHERUNDA L. (Declared Write-In)
0 KOTLIKOFF, LAURENCE J. (Declared Write-In)
0 MCMULLIN, DAVID EVAN (Declared Write-In)
13 BLANK

REPRESENTATIVE TO CONGRESS (District 2)

435 CAIN, EMILY ANN
364 POLIQUIN, BRUCE
0 DRESSER, JAY PARKER (Declared Write-In)
16 BLANK

STATE SENATOR (District 22)

426 FOCHTMANN, RICHARD N.
356 MASON, GARRETT PAUL
33 BLANK

REPRESENTATIVE TO THE LEGISLATURE (District 76)

465 DUCHARME, JILL E.
332 HILLIARD, GARY L.
18 BLANK

SHERIFF

464 MASON, L. KENNETH, III
324 REARDON, RYAN P.
27 BLANK

Certified by the Municipal Clerk:

Cathy Cook

Signature of Clerk

Nov 8, 2016

Date

STATE OF MAINE RETURN OF VOTES CAST

MUNICIPALITY: WAYNE - 1 (1-1)

QUESTION 1: CITIZEN INITIATIVE

398 YES
407 NO
10 BLANK

QUESTION 2: CITIZEN INITIATIVE

378 YES
425 NO
12 BLANK

QUESTION 3: CITIZEN INITIATIVE

379 YES
427 NO
9 BLANK

QUESTION 4: CITIZEN INITIATIVE

484 YES
322 NO
9 BLANK

QUESTION 5: CITIZEN INITIATIVE

461 YES
335 NO
19 BLANK

QUESTION 6: BOND ISSUE

553 YES
247 NO
15 BLANK

Certified by the Municipal Clerk:

Cathy Cook

Signature of Clerk

Nov 8, 2016

Date