

# Town of Wayne Board of Selectmen

**MEMBERS:** Gary Kenny, Carroll Paradis, Stephanie Haines, Stephen Saunders and Peter Ault

## Regular Meeting Agenda

**Date:** Tuesday, March 25, 2014

**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 Board of Selectmen – March 11, 2014.

**MOTION:** Move the Board to approve meeting minutes of the Board of Selectmen – March 11, 2014.

**Warrants.**

- a. Consider approving of Warrant #34 (Payroll).

**MOTION:** Move the Board to approve Warrant #34 (Payroll).

- b. Consider approving of Warrant #35 (Accounts Payable).

**MOTION:** Move the Board to approve Warrant #35 (Accounts Payable).

**Business Agenda.**

- a. Review and Discuss Mowing Advertisement for Bids

**MOTION:** Move the Board to authorize the Town Manager to Advertise for Bids for Mowing

- b. Open and Award Bids for Winter Sand Removal

**MOTION:** Move the Board to open bids and award for Winter Sand Removal for Street/ Lot "Sweeping" and Storm Drain "Vacuuming"

- c. Town Manager Employment Agreement

**MOTION:** Move the Board to sign the Town Manager Employment Agreement

- d. Discuss Annual Town Report Dedication

**MOTION:** Move to dedicate the Annual Town Report to: \_\_\_\_\_.

- e. Discuss Spirit of America Foundation Award

MOTION: Move to award the Spirit of America Foundation Award to:\_\_\_\_\_.

**f. Discuss 2014-2015 Roadwork.**

MOTION: Discussion Only

**g. Discuss participating Joint Selectboard Meeting in Fayette**

MOTION: Discussion Only

**h. Pettengill Property update.**

MOTION: Discussion Only.

**Supplements / Abatements.**

**Town Manager Report.**

**Board Member Reports.**

**Public Comments.**

**Adjourn.**

The next regularly scheduled **Board of Selectmen Meeting** is scheduled for **Tuesday, April 8, 2014 at 6:30 PM** at the **Wayne Elementary School - Gymnasium.**

**Town of Wayne, Maine  
Select Board Meeting Minutes  
Tuesday March 11, 2014  
Wayne Elementary School**

**Call Meeting to Order/ Selectmen Present**

Chairman Kenny determined quorum and called meeting to order at 6:30 PM with the following members present: Peter Ault, Stephanie Haines, and Carroll Paradis. Gary Kenny and Stephen Saunders were absent.

Others Present: Aaron Chrostowsky, Town Manager and Cathy Cook, Town Clerk

**Pledge of Allegiance**

**Meeting Minutes**

- a. A motion was made to approve the meeting minutes of the February 25, 2014 Board of Selectmen meeting. (Ault/Haines) (3/0)

**Warrants**

- b. The Board approved Warrant #32 (Payroll) in the amount of \$6,423.29. (Ault/Haines) (3/0)
- c. The Board approved Warrant #33 (Accounts Payable) in the amount of \$182,378.87. (Ault/Haines) (3/0)

**Business Agenda**

- a. The Board was moved to authorize the Town Manager to sign the agreement between State of Maine Department of Public Safety and Town of Wayne regarding Law Enforcement Rural Patrol Dispatch. (Haines/Ault) (3/0)
- b. The Board was moved to authorize the Town Manager to sign the Letter of Intent to participate Household Hazardous Waste Disposal Event. (Haines/Ault) (3/0)
- c. The Board voted to authorize the Treasurer and/or Town Manager to sign State Fee checks weekly to be placed on Payables warrant. (Haines/Ault) (3/0)
- d. Review and discussed Mowing Advertisement for Bids. The Board agreed to table this item until next meeting.
- e. Town Manager Employment Agreement. The Board agreed to table this item until next meeting.
- f. Pettengill Property update.

**Supplements / Abatements:** None

**Town Manager Report:**

1. Discussed Spirit of America Award and Town Report cover ideas.
2. Update on Comprehensive Plan

**Board Member Reports:**

1. Peter Ault noted Bea Horne's passing this week and stated she had generously cared for the flower gardens at the Wayne Elementary School.

**Public Comments:** None

**Adjourn.**

Motion to Adjourn at 7:20 PM. (Haines/Ault) (3/0)

The next Select Board Meeting is scheduled for Tuesday, March 25, at 6:30 p.m. at the Wayne Elementary School Gym.

Recorded by:  
Cathy Cook, Town Clerk

Select Board Members

\_\_\_\_\_  
Gary Kenny

\_\_\_\_\_  
Carroll Paradis

\_\_\_\_\_  
Peter Ault

\_\_\_\_\_  
Stephanie Haines

\_\_\_\_\_  
Stephen Saunders

**TOWN OF WAYNE, MAINE  
MOWING, TRIMMING, AND LAWN CARE MAINTENANCE  
FOR TOWN PROPERTIES**

**Bid Specifications for a  
Three-Year Contract Term: April 1, 2014 through October 30, 2017**

This contract is between the **Town of Wayne, Maine**, by and through its Municipal Officers, the Board of Selectmen (referred to as "Board of Selectmen"), and **Contractor**, which is a partnership / corporation (and referred to as "Contractor"). When the contract refers to "Contractor" it includes your employees and agents. The subject of this contract is Mowing, Trimming, and Lawn Care for Town Properties.

**A. SERVICES: What, When, Where.**

Contractor agrees to provide all the labor, materials, and equipment necessary to perform the mowing, trimming, and lawn care maintenance for the Town Properties as outlined in the attached mowing specifications from April 1, 2014 through October 30, 2017. The properties within the community which need to be maintained are as follows:

**Historic Properties**

**North Wayne Building "old Town Office" and area beside North Wayne Dam, Lovejoy Pond Road**

**North Wayne Schoolhouse, Kents Hill Road**

**Wayne Town House, Main Street**

**Ladd Recreation Center**

**Ladd Recreation Center, Gott Road**

**Parks**

**Memorial Park**

**Roderick Park**

**Job Fuller Park**

**Mill Stream Lot**

**Traffic Islands**

**Rte. 133 intersection with Old Winthrop Road**

**Rte. 133 intersection with Memorial Park Lane**

**B. INDEPENDENT CONTRACTOR.**

Contractor and his agents and employees, during the performance of this contract shall act in an independent capacity and not as officers or employees of the Town of Wayne. Any and all workers needed to fulfill the obligations of this contract shall be employed by the Contractor and the Contractor shall be solely responsible for complying with applicable state and federal laws including, but not limited to, workman's compensation law, employment security law, and

minimum wage law. As an independent contractor, Contractor is responsible for maintaining the Contractor's equipment in a safe, operable, and legal condition.

The Contractor and his agents and employees, will have no one under 16 years of age may operate power driven machinery.

## **C. PERFORMANCE REQUIREMENTS.**

### **General Specifications (apply to all properties)**

1. Mowing will begin on or about April 15<sup>th</sup> each year and continue until on or about October 15<sup>th</sup> each year or until mowing is no longer required.
2. All grass will be mowed at a height of three inches (3"), but in no case will the maximum height exceed four inches (4").
3. Mowing will take place during any portion of the year when the grass is above the 3 – 4 inch maximum.
4. Trimming, racking and removing (limbs brush and grass) will be completed on an as needed basis to maintain a neat and clean appearance at all times.
5. All trash discovered upon the grounds will be picked up and disposed of properly at the Readfield Transfer Station.
6. All areas will be mowed / trimmed to the property lines and or pins.
7. The Contractor agrees to do a "Spring Clean-up" of all areas. Clean up includes limbing, pruning and removal of any trees, limbs or brush damaged or fallen during the winter and raking of grass areas needed to remove excess sand, trash and other debris prior to the first mowing.

### **Parks Special Specifications**

1. Special attention will be given to the mowing around the fencing to allow for easy egress on both sides of the fencing and provide for a neat appearance.
2. All swale areas will be maintained by the contractor.
3. The parks will be in optimal condition for Memorial Day.

### **Ladd Special Specifications**

1. Mow and trim all lawns, fields and playgrounds on the Ladd Recreation Center property.
2. The Contractor mowing schedule will not interfere with any scheduled games and/ or activities that will be held on the Ladd Recreation Center property. Contractor will receive a list of all scheduled games and/ or activities from Ladd Recreation Center Director.

**D. INSURANCE.**

The Contractor agrees to purchase and maintain commercial general liability insurance in an amount of one million (\$1,000,000) dollars for personal injury, death or property damage claims, automobile liability, and worker's compensation liability which may arise from mowing operations under the contract. The Contractor further agrees to indemnify, assume the defense of and save harmless the Town of Wayne, its agents and employees from liability, actions, claims or damage for wrongful death, personal injuries or property damage suffered by any person or association, which results from the willful or negligent action or inaction of the Contractor in the performance of duties and the work performed under the contract.

**E. INDEMNIFICATION.**

The Contractor agrees to hold the Town of Wayne harmless from any claim of death, injury, property damage or other loss that may result from the Contractor's performance of mowing operations under the contract. In the event that such a claim is made against the Town of Wayne, the Contractor shall defend the Town of Wayne, and shall pay any amount (indemnify) for which the Town of Wayne may be held liable in a legal action for such claims.

**F. SUPERVISION AND CONTROL.**

The Contractor, as an independent contractor, has a right and duty to supervise and control their own employees, agents and equipment. The Town of Wayne Board of Selectmen or their designees has a right to inspect mowing operations and notify you of any problems, errors or non-performance. The Board of Selectmen may order that work be done in a satisfactory manner to be determined by them.

**G. BILLS AND CLAIMS.**

Contractor, as an independent contractor, is responsible for all costs and bills for labor, materials, equipment, fuel, and other items incurred in the performance of this contract. The Town of Wayne will not pay such bills.

**I. BREACH OF CONTRACT.**

If the Contractor is in violation of any terms of the contract, or if a majority of the Board of Selectmen vote that the work described in the contract is being performed unsatisfactorily, the Town of Wayne shall immediately give oral notice to the Contractor. Upon receipt of such notice, the Contractor shall be given reasonable time ("Reasonable Time" may vary depending on the nature of the breach, and weather conditions) to comply with the terms and conditions of the contract or rectify the unsatisfactory work. In the event that the Contractor still does not (for whatever reason) perform duties of the contract to the satisfaction of the Board of Selectmen, or if the Contractor is not in compliance with the terms of the contract, the Town of Wayne shall have the following options:

1. Terminate the Contract: The Board of Selectmen may terminate the contract by sending the Contractor a written notice, stating the reason for the termination. Contractor shall be

paid for all work that is satisfactorily done by that time, but the remainder of the money due under the contract may be used to obtain another contractor to conduct mowing operations.

2. Substitution: The Board of Selectmen may hire a substitute contractor to conduct specified mowing operations for any period of time considered necessary.
3. The Board of Selectmen shall also seek any other legal remedies available to enforce the contract.

**J. PAYMENT SCHEDULE.**

The Town of Wayne will pay the contractor in seven (7) equal installments, as follows:

- \$\_\_\_\_\_ / \$\_\_\_\_\_ / \$\_\_\_\_\_ / \$\_\_\_\_\_ second warrant in April of each contract year.
- \$\_\_\_\_\_ / \$\_\_\_\_\_ / \$\_\_\_\_\_ / \$\_\_\_\_\_ second warrant in May of each contract year.
- \$\_\_\_\_\_ / \$\_\_\_\_\_ / \$\_\_\_\_\_ / \$\_\_\_\_\_ second warrant in June of each contract year.
- \$\_\_\_\_\_ / \$\_\_\_\_\_ / \$\_\_\_\_\_ / \$\_\_\_\_\_ second warrant in July of each contract year.
- \$\_\_\_\_\_ / \$\_\_\_\_\_ / \$\_\_\_\_\_ / \$\_\_\_\_\_ second warrant in August of each contract year.
- \$\_\_\_\_\_ / \$\_\_\_\_\_ / \$\_\_\_\_\_ / \$\_\_\_\_\_ second warrant in September of each contract year.
- \$\_\_\_\_\_ / \$\_\_\_\_\_ / \$\_\_\_\_\_ / \$\_\_\_\_\_ second warrant in October of each contract year.

**K. RENEWAL.**

Three months prior to the expiration of this contract, Contractor shall have the option to renew with the consent of the Board of Selectmen, inclusive of a five percent (5%) increase for each successive year for the next three (3) seasons.

**L. ASSIGNMENT, AMENDMENT, SEVERABILITY, AND JURISDICTION.**

The Contractor's rights and duties under this contract cannot be assigned or transferred by the Contractor to another person or entity without the express written consent of the Board of Selectmen. This contract may be amended only by written consent of the Board of Selectmen. If any part of this contract is declared by a court to be void and unenforceable, the rest of the contract continues to be valid and effective. This contract is governed by the laws of the State of Maine.

In witness whereof, the parties, or their duly authorized agents, execute this agreement on the \_\_\_\_

day of March, 2014.

FOR THE TOWN OF WAYNE  
ITS BOARD OF SELECTMEN

FOR THE CONTRACTOR

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Gary Kenny, Chair

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Carroll Paradis

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Stephanie Haines

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Stephen Saunders

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Peter Ault

**BID PROPOSAL FORM**

TOWN of WAYNE

Mowing, Trimming, and Lawn Care Maintenance  
For Town Properties

Contract Term: April 1, 2014 to October 30, 2017  
Three-Year Contract

**BIDDER NAME:  
& ADDRESS** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PHONE #** \_\_\_\_\_

**Submit bid proposal form in a sealed envelope. No fax or email bids accepted. Mark outside of envelope "Mowing Bid for Town Properties". Bids opened at the April 22, 2014 Board of Selectmen's meeting.**

**SEND TO:** TOWN of WAYNE                      **DUE DATE:** Tuesday, April 22, 2014  
BOARD of SELECTMEN                      No later than 3:00 PM  
P.O. Box 400; 48 Pond Road  
Wayne, ME 04927

**The Board of Selectmen reserves the right to waive formalities or reject any or all bids when such action is in the best interest of the Town. The Board of Selectmen reserves the right to accept or reject any and / or all bid proposals.**

In compliance with your Request for Bids and having carefully examined the specifications and having become acquainted and familiarized with the conditions of the specifications for the mowing contract for the Town of Wayne, I, the undersigned submit this bid proposal form provided by the Town of Wayne.

Cost per contract year for all work specified in the specifications, terms and conditions:

<u>Year</u>	<u>Historic Properties</u>	<u>Ladd Rec. Center</u>	<u>Parks</u>	<u>Traffic Islands</u>
4/1/2014 – 10/30/2015	\$ _____	\$ _____	\$ _____	\$ _____
4/1/2015 – 10/30/2016	\$ _____	\$ _____	\$ _____	\$ _____
4/1/2016 – 10/30/2017	\$ _____	\$ _____	\$ _____	\$ _____

The undersigned agrees, if awarded the contract, to sign a contract and deliver the necessary Certificate of Insurance within 60 days of signing a contract.

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

Title: \_\_\_\_\_

# TOWN OF WAYNE, ME

## Winter Sand Removal Street/ Lot "Sweeping" and Storm Drain "Vacuuming" Advertisement for Bids

### Instruction for Bidders/ General Specifications

The Town of Wayne, ME is seeking bids for a contractor for Winter Sand Removal from Street/ Lot "Sweeping" and Storm Drain "Vacuuming" on all paved town ways and lots. The contractor will provide all materials, labor and equipment to complete the following tasks for Winter Sand Removal Winter Sand Removal from Street/ Lot "Sweeping" and Storm Drain "Vacuuming" on all paved town ways and lots.

#### The following paved town ways:

Berry Road/ King's Highway	1.72 miles <sup>1</sup>
Besse Road (Rte. 133 to end)	0.54 miles <sup>1,2</sup>
Bridge Street	0.15 miles <sup>3</sup>
Coolidge Road (Rte. 133 to end)	0.33 miles <sup>1</sup>
Cross Road (Rte. 133 to T/L)	0.11 miles <sup>1</sup>
Fairbanks Road	1.17 miles <sup>1</sup>
Gott Road (Old Winthrop Road to end)	0.53 miles <sup>1</sup>
Green True Road (Rte. 133 to end)	0.71 miles <sup>1</sup>
Hardscrabble Road	0.45 miles <sup>1,2</sup>
Hathaway Road (North Wayne Road to T/L)	0.19 miles <sup>1</sup>
Innes Ridge Road (Kents Hill Rd. to T/L)	0.51 miles <sup>1</sup>
Kents Hill Road (North Wayne Road to end)	0.81 miles <sup>1</sup>
Lake Street	0.09 miles <sup>3</sup>
Lakeshore Drive (Rte. 219 to T/L)	0.61 miles <sup>1</sup>
Leadbetter Road (Coolidge to end)	0.60 miles <sup>1</sup>
Lincoln Point Road	0.20 miles <sup>1,2</sup>
Lord Road	0.46 miles <sup>1,2</sup>
Lovejoy Pond Road (Walton Rd. to T/L)	1.06 miles <sup>1</sup>
Memorial Park Lane	0.15 miles <sup>3</sup>
Morrison Heights Road	1.44 miles <sup>1</sup>
Mount Pisgah Road (old Winthrop Rd. to T/L)	1.29 miles <sup>1</sup>
North Wayne Road	2.18 miles <sup>1</sup>
Old Winthrop Road	2.19 miles <sup>1</sup>
Pond Road	1.88 miles <sup>1</sup>
Richmond Mills Road (Pond Road to T/L)	0.48 miles <sup>1</sup>
Tucker Road/ Strickland Ferry Road (Rte. 219 to T/L)	2.58 miles <sup>1,2</sup>
Walton Road	1.88 miles <sup>1</sup>
<b>Total (Estimate)</b>	<b>24.31 miles</b>

**See notes:** 1. Sweep only where needed with particular interest to edge of pavement, hills, curves and intersections; 2. Only paved portions of roads; 3. Sweep entire width and length of road;

#### The following paved town lots (estimated square footage):

North Wayne Building, Lovejoy Pond Road	1,452 sq. ft.
North Wayne Fire Station, Kents Hill Road	1,400 sq. ft.
Village Fire Station, Main Street	4,585 sq. ft.
Ladd Recreation Center, Gott Road	4,900 sq. ft.
<b>Total (Estimate)</b>	<b>12,337 sq. ft.</b>

**The following town storm drains will be vacuumed:**

Bridge Street	1 drains
Kent's Hill Road	2 drains
Mount Pisgah Road	3 drains
Strickland Ferry Road (gravel)	1 drain
Tucker Road (gravel)	3 drains
<b>Total (Estimate)</b>	<b>10 drains</b>

The contractor with comply with applicable Federal and State laws including but not limited to Maine BMV Registration and Maine DOT Flagging/ Signage requirements.

The successful bidder (contractor) shall give the Town an insurance certificate indicating at a minimum the contractor's business automobile, worker's compensation, and general liability insurance coverage.

All bids must be submitted by **Tuesday March 25, 2014 at 4:30 PM** on the form supplied by the Town. All questions regarding the bidding or specifications must be directed to Aaron Chrostowsky, Town Manager, by mail at **P.O. Box 400, 48 Pond Road, Wayne, ME 04284**, by email at [townmanager@waynemaine.org](mailto:townmanager@waynemaine.org), by fax at **(207) 685-3836** or by telephone at **(207) 685-4983**.

The Board of Selectmen reserves the right to waive formalities or reject any or all bids when such action is in the best interest of the Town.

**BID FORM**

Priority will be given to the contractor who demonstrates the most affordable cost deal to Town.

**Hourly Rate:** \$\_\_\_\_\_ (contract awarded on hourly rate)

**Town Ways:** Estimated time: \_\_\_\_\_ hr. Estimated Cost: \$ \_\_\_\_\_  
**Town Lots:** Estimated time: \_\_\_\_\_ hr. Estimated Cost: \$ \_\_\_\_\_  
**Town storm drains:** Estimated time: \_\_\_\_\_ hr. Estimated Cost: \$ \_\_\_\_\_

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

Company: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Tel. No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_



**Winter Sand Removal  
Contractor List  
FY 2014-2015**

**Gerald Mackenzie Contractors**

P.O. Box 220  
Waterville, ME 04901  
(207) 873-7837

**E.C. Barry & Son**

315 Northern Avenue  
Farmingdale, ME 04344  
(207) 582-6088

**Ellis Construction**

684 Northern Avenue  
Farmingdale, ME 04344  
(207) 582-3008

**TOWN OF WAYNE, MAINE**  
**Town Manager Employment Agreement**

This is an Employment Agreement, dated **March 11, 2014** (Effective Date) between the Town of Wayne and **Aaron Chrostowsky** of **Waterville, ME**. This agreement is pursuant to Title 30-A, Section 2631-2639, as amended by an ordinance adopted by the Town of Wayne on March 10, 1979, which adopted the Town Manager form of government.

1. **Description of Employment and Employee's Duties:** The Selectmen, acting for the Town, hereby employs the Employee as Town Manager of the Town of Wayne and the Employee accepts such employment upon the terms and conditions herein contained. The Employee's duties shall be those usually associated with a Town Manager of a Maine Municipality and as prescribed from time to time by the Selectmen and the State of Maine. The Employee shall assert his/her best efforts, attention and energies to his position and it is understood that the Employee, for no further compensation, also performs the duties of Road Commissioner, Deputy Treasurer, Deputy Tax Collector, Deputy Town Clerk, General Assistance Officer and Health Officer. The Employee may also perform other assignments or appointments from time to time, as necessary.
2. **Term:** The Term of this Agreement shall be for a period of approximately thirty-six (36) months, commencing on **July 1, 2014** (Commencement Date) and ending **June 30, 2017** (Termination Date). This Agreement shall not be evidence of any expectations of continued employment either indefinitely or for any period beyond this Term. During the Term, the Town Manager may be terminated at any time subject to the termination provisions of this Agreement. A new Agreement is required for the Town Manager to work for the Town beyond the Termination Date.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Selectmen to terminate the services of the Employee at any time, or for the Employee to resign at any time, subject only to the provisions set forth in Section 6 of this Agreement.

The Selectmen agree that on or before **May 1**, of each successive contract year, they will notify Employee of their intent and desire to enter into an employment agreement with the Employee, and the Employee agrees he/she will do the same. If both parties indicate that they desire a new employment agreement, they agree that they will, in good faith attempt to sign a new agreement on or before **July 1, of each successive contract year**.

3. **Compensation:** The Town shall pay to the Employee, for all of his/her services to be rendered hereunder, the following Salary:

**From the Commencement Date until June 30, 2017, at the rate of \$45,390 per year**, payable in such installments as the Selectmen may from time to time determine. The Selectmen agree to review the Employee's salary and benefit package for the upcoming fiscal year on or before before April 1 of each subsequent year. If the Town Manager and the Selectboard cannot agree upon a salary and compensation package for the following fiscal year by May 1, the Town and Town Manager agree to dissolve the remaining years of this contract, effective at the end of that fiscal year.

4. **Benefits:** In addition to the Salary, the Town shall provide the following Benefits:
  - A. **Retirement:** Town agrees to pay up to five percent (5%) into a 457 Deferred Compensation Plan or other Retirement Plan established for the Employee, contingent on a one-to-one match to the five percent total figure by the Employee, who also may elect at his/her own option, and with no

Town contribution, to defer additional monies into the retirement plan. Participation in Social Security is mandatory, with both the Town and Employee making the required contributions.

- B. Insurance: Town agrees to pay one hundred percent (100%) of the Employee's cost for the following insurances through the Maine Municipal Association or other parties retained, as deemed to be in the best interest of the town.
- Health Insurance (Individual Rate, PPO plan);
  - Life Insurance equal to one 1 year's salary;
  - Dental Insurance; and
  - Disability Insurance.
  - Vision
- C. Vacation: Vacation time is two weeks (10 days) for one year; two weeks (10 days) at two years; three weeks (15 days) at three years and four years; and capped at four weeks (20 days) beginning in year five, regardless of the length of service. The Manager shall not use more than ten (10) vacation days in any thirty (30) day period without prior approval of the Board of Selectmen.
- D. Holidays: The Employee shall be granted the holidays normally observed statewide and granted other town employees with the approval of the Selectmen.
- E. Accrued Vacation: Upon termination, whether voluntary or involuntary, the Town shall compensate Employee for all accrued but unused vacation time. Said compensation shall be based upon Employee's Salary as of the date of employment and termination.
- F. Sick Time: Employee to accumulate sick days at the rate of one (1) day per month, accumulating up to a total of thirty (30) days, with any accrued amounts not payable upon leaving employment.
- G. Management Facilities: The Town will provide and maintain, or cause to be provided and maintained, such facilities, equipment and supplies as the Board of Selectmen deems necessary for the Manager's performance of his/her services and duties under this agreement.
- H. Management Service: The Manager shall devote an average of forty (40) hours per week to the affairs of the Town of Wayne and shall use his/her best efforts and devote his/her full time to the performance of his/her employment under this contract.
- a. Professional Development: Professional Development: The Town shall pay for membership dues to the International City / County Management Association (\$320/yr) and the Maine Town and City Management Association (\$80/yr), and if attendance is authorized by the Select Board, fees and expenses for the Maine Town and City Managers Interchange and Institute, and the Maine Municipal Association Annual Convention. Also, the Town shall pay fees and expenses for other professional development activities for which it approves attendance.
- b. Indemnification: The Town shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Town Manager. The Town will, in its sole discretion, defend, compromise or settle as appropriate any such claim or suit and pay the amount of any settlement or judgment. This section does not apply to claims resulting from Employee's

willful misconduct or for claims arising outside of Employee's duties as Town Manager. Such indemnification shall extend beyond termination of employment and the otherwise expiration of this Agreement to provide full and complete protection for the Employee by the Town.

- c. **Jury Duty:** In the event that the Employee is called for jury duty and attends court and is paid by the court system, the Employee will remit to the Selectmen all such sums for jury duty. The Selectmen agree, however, that attendance at jury duty will not diminish any of the Benefits and the Employee shall receive full Salary and Benefits during the jury duty period.
  - d. **Bereavement Leave:** In the event of the death of the Employee's spouse, or child, the Employee shall be entitled to seven (7) consecutive working days leave. For the Employee's mother, father, stepmother or stepfather, seven (7) workdays, and for the Employee's brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchildren and grandparents, the Employee shall be entitled to up to three (3) workdays leave. For the Employee's spouse's grandparents, one (1) workday. The Employee must attend the funeral. However, Bereavement Leave may be banked if burial is to take place at a later date. Such hours taken for bereavement leave shall be counted as hours worked in determining eligibility for overtime pay, vacations and holiday pay. Employee shall be allowed to take time off without pay to attend funerals of persons not covered in this section.
  - e. **Performance Evaluation:** The Selectmen agree to perform performance evaluations from time to time. An annual review will be conducted by the selectmen on or before April 1, of each successive year of the contract period.
5. **Termination:** Notwithstanding any statutory or other provisions that pertain to the employment and termination of a Town Manager, Employee's employment under this Agreement may be terminated as follows:
- A. **Termination for Cause:** The Selectmen may terminate this Agreement at any time for cause, as follows:
    - a. In the event of a material breach of this Agreement or any representation or warranty herein, by Employee, provided that written notice of such breach is given to the Employee and the breach is not cured within sixty (60) days; and provided further that the Selectmen may terminate Employee's employment under this Agreement immediately and without notice in the event of gross and demonstrable dereliction of duty by Employee;
    - b. In the event that Employee has been found by a court or administrative agency (or is reasonably believed by the Selectmen) to have committed a criminal offense (other than a traffic offense);
    - c. In the event that Employee engages in dishonest conduct or conducts himself/herself in a manner which harms or causes injury to the Town;
    - d. In the event the Selectmen discover that the Employee has falsified information and records provided in connection with his/her application for employment or committed resume fraud.
    - e. In the event that Employee repeatedly, intentionally or negligently fails to perform his/her work responsibilities or to attend work.

- B. **Termination Without Cause:** The Selectmen may elect to terminate Employee's employment under this Agreement at any time during the term of the Agreement, with notice, even in the absence of cause or a material breach as follows:
  - a. If the termination occurs during the term of this contract, the Selectmen shall pay the Employee an amount equal to six months Salary and Benefits.
  - b. In the event that the Employee is terminated for cause, the Selectmen shall have no obligation under this paragraph.
- C. **Termination by Employee:** The Employee may voluntarily terminate this Agreement at any time upon sixty (60) days written notice to the Selectmen. In the event of such termination, the Employee shall not be entitled to receive any Severance Pay.

6. **Confidential Information:** Employee has access to confidential information pertaining to persons or property in the Town. Employee shall not use this privileged information to his/her private advantage or to provide friends or acquaintances with information that could be used to private advantage.

7. **Dispute Resolution:** Any unresolved dispute between Employee and the Selectmen concerning the rights and obligations of the parties hereunder, including any dispute following the termination of this Agreement, shall be resolved by binding arbitration conducted in Kennebec County, Maine in accordance with the arbitration rules of the American Arbitration Association. The cost of such arbitration shall be borne equally by both parties. This provision applies to any claim under Title VII, the ADA, the ADEA, 42 USC 1983 or any other federal or state discrimination law.

8. **Notices:** Any notice required or permitted to be given by one party to the other hereunder shall be sufficient if in writing and hand delivered or mailed by certified mail, return receipt requested, to the following address, until notice of change of address is actually received by the sending party:

To the Selectmen:  
 c/o Town of Wayne  
 P.O. Box 400  
 48 Pond Road  
 Wayne, ME 04284

To the Employee:  
 Aaron Chrostowsky  
 42 Central Street, Apt. 2a  
 Winthrop, Maine 04364  
 \_\_\_\_\_  
 \_\_\_\_\_

9. **Entire Agreement:** This Agreement constitutes the entire agreement between the Town and the Employee, and there are no oral or written agreements, understandings, warranties or representations between the parties except as set forth herein.

10. **Amendments:** This agreement may not be amended except by writing and signed by both parties, except as may be provided by law.

11. **Waiver:** No term or provision of this Agreement shall be deemed to have been waived by either party unless such a waiver is in writing and signed by the party making the waiver.

12. **Headings:** The headings of the numbered paragraphs of this Agreement are used solely for convenience and are not to be used in construing or interpreting the Agreement.

13. **Severability:** In the event that any provision of this Agreement is found to be unenforceable, illegal or contrary to public policy, such findings shall not invalidate the entire Agreement, and this Agreement shall remain in full force and effect except for the offending provision.

14. **Choice of Law:** This Agreement has been made and entered into in the State of Maine and shall be interpreted according to Maine law.

Employee:

\_\_\_\_\_  
Aaron Chrostowsky

Selectmen of the Town of Wayne:

\_\_\_\_\_  
Gary A. Kenny, Chair

\_\_\_\_\_  
Stephen R. Saunders

\_\_\_\_\_  
Carroll Paradis, Vice Chair

\_\_\_\_\_  
Stephanie H. Haines

\_\_\_\_\_  
Peter Ault

Attachment: Subsequently dated Goals and Objectives

**Town of Wayne  
Annual Town Report  
Dedication**

<b>Year</b>	<b>Dedicated to</b>
2013	
2012	Ed Kallop
2011	Chris Stevenson
2010	Priscilla Stevenson
2009	Peter Ault
2008	Marguerite "Mike" Holbrook & North Wayne School Preservation Committee
2007	Peter Burbank
2006	Lila Gale Lincoln
2005	Sally Towns
2004	WWII Veterans
2003	Peter & Lois Ault
2002	Byron & Keith Bennett
2001	Jean Dorson
2000	Wayne's Most Senior Citizens: Klaus Backmeyer, Anna Eggers, Marion Davenport, Herbert Farnham, Dorothy Reeh, Marguerite Holbrook
1999	Nelson Manter
1998	Clarence Manter
1997	Ted Goucher
1996	Maggie & Joe Tripp
1995	Warren H. Davenport
1994	Laura T. Walton
1993	not dedicated
1992	Donald L. Gatti
1991	Bob & Grace Burleigh
1990	"Maine Street 90" Steering Committee: Ed Kallop, Priscilla Stvenson, Elizabeth Reiter, Don Gatti, Patty Lincoln, Laurel Criss, Holly Stevenson
1989	Robert D. Ault
1988	Nancy Mullen Andrew Knight Jr. & The Wayne Volunteer Fire Department
1987	
1986	George E. Ladd Jr.
1985	Ruth Ault

**Town of Wayne  
Spirit of America Foundation**

**Year   Awardee**

2010 Wayne Playground Committee

2011 Jean Dorson

2012 Wayne Town House Committee

2013 Peter & Eloise Ault

2014

townmanager@waynemaine.org

**From:** Bruce Flaherty <bwflah@207me.com>  
**Sent:** Monday, March 03, 2014 8:37 AM  
**To:** 'Town Manager'; pault@waynemaine.org; gkenny@waynemaine.org; cparadis@waynemaine.org; sharradon@gmail.com; steve@waynevillagepottery.com  
**Subject:** For Selectmen: 2014 Wayne Spirit of America Tribute

Hope you're enjoying a great 2014 & thank you for your town choosing such outstanding recipients (Peter & Eloise Ault) of the 2013 Wayne Spirit of America Foundation award – Wayne and the Ault's are listed with pride on the Foundation's website!

Your Board of Selectmen is asked to pick the local person, project or group to receive the 2014 Wayne Spirit of America Foundation Tribute for outstanding community service using your own criteria and to honor the recipient (presumably with a resolution or proclamation) at your annual town meeting or at a Selectmen's meeting in April (National Volunteer Month). We'll need to know about the recipient to facilitate the 'October' event honoring all 2014 Spirit of America award winners throughout Kennebec County.

Spirit of America Foundation is a 501(c)(3) public charity established in Augusta, ME to encourage volunteerism & it allows the Spirit of America Foundation Tribute to be presented in the name of any Maine municipality. There is no fee involved, and local officials chose their community's 2013 Spirit of America winner in 80+ towns!

The first Spirit of America Foundation award was presented to Alma Jones by Augusta Mayor William Burney on Nov. 26, 1991. Maine Governors John Baldacci and Angus King, Maine Municipal Association President Mark Green, MMA Executive Director Chris Lockwood, and WABK radio personalities Don Brown and Ryan Cote are among many who have played key roles at one of the 350+ Spirit of America ceremonies over the years. You can find more info about the Foundation on its website at <http://spiroaf.com> (where the 'Municipal Resolution' page has sample resolutions, and the 'Honored Ever' page lists Wayne's previous winners).

Over 80 towns earned Maine Spirit of America's 2013 Gold or Silver Distinction for conscientious efforts helping volunteerism & having their own local award ceremony before the county-wide event. Last year county officials prepared attractive Gold/Silver Distinction certificates and presented these at their county's annual Spirit of America ceremony to qualifying towns.

2013 Gold Distinction towns included Albion, Bath, Belgrade, Belmont, Benton, Burnham, Canaan, Chelsea, Chesterville, China, Dresden, Durham, Fayette, Freedom, Gardiner, Georgetown, Greene, Harmony, Hartland, Leeds, Lewiston, Lisbon, Litchfield, Livermore, Livermore Falls, Manchester, Mercer, Monmouth, Montville, Mount Vernon, Oakland, Palermo, Palmyra, Pittsfield, Pittston, Randolph, Readfield, Richmond, Sidney, Skowhegan, Solon, St. Albans, Starks, Thorndike, Vassalboro, Wales, Washington, Waterville, Wayne, West Bath, Whitefield, Wilton, Winterport, Winthrop, Windsor, Winslow.

Hoping to learn by March 31 the name, mailing address and an accomplishment of Wayne's 2014 Spirit of America recipient and also the date of your local award ceremony – thank you for everything!

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

P.S. A municipality may achieve the most prestigious Gold Distinction by presenting its Spirit of America Foundation Tribute at the annual town meeting or inauguration, during an annual community festival, or during National Volunteer Month (April).

**To: Board of Selectmen**  
**From: Aaron Chrostowsky, Town Manager**  
**Re:**  
**Date: 3/21/2014**

**The Town of Fayette has invited Wayne and Readfield if we are interested in joining them in another Joint Regional Selectboard meeting to discuss a variety of issues:**

**Possible discussion items:**

- **the abolishment of the EPS school funding formula,**
- **natural gas pipeline,**
- **FEMA ice policy,**
- **community broadband and**
- **regional transportation**

**Possible Date: April 30<sup>th</sup>, 2014**

**Possible Location: Fayette or Wayne**

**Possible Meal Served: Dinner**



**FEMA**

March 12, 2014

The Honorable Paul R. LePage  
Governor of Maine  
1 State House Station  
Augusta, Maine 04333-0001

Dear Governor LePage:

This is in response to your February 21, 2014, request for a major disaster declaration for the State of Maine as a result of severe winter storms during the period of December 21, 2013 to January 1, 2014. You specifically requested Public Assistance for 16 counties and Hazard Mitigation statewide.

Based on our review of all of the information available, it has been determined that the damage from this event was not of such severity and magnitude as to be beyond the capabilities of the state and affected local governments. Accordingly, we have determined that supplemental federal assistance is not necessary. Therefore, I must inform you that your request for a major disaster declaration is denied.

This denial may be appealed within 30 days after the date of this letter. Any appeal pursuant to 44 CFR § 206.46, along with additional information justifying the appeal, should be submitted to the President through Paul F. Ford, Acting Regional Administrator, FEMA Region I, located at 99 High Street, Boston, MA 02110.

Sincerely,

A handwritten signature in black ink, appearing to read "W. Craig Fugate".

W. Craig Fugate  
Administrator

**Town of Wayne**  
**Joint Budget Committee and Board of Selectmen**

**Regular Meeting Minutes**

Date: Tuesday, March 18, 2014  
Time: 6:00 PM  
Place: Wayne Elementary School - Library

**Call Meeting to Order/ Budget Committee and Board of Selectmen Present**

Chairman Folk determined quorum and called meeting to order at 6:00 PM with the following members present:

- **Budget Committee Present:** Dallas Folk, Susan Reynolds, Jim Perkins and Don Welsh.
- **Board of Selectmen Present:** Gary Kenny, Carroll Paradis, Stephanie Haines, and Peter Ault
- **Members Absent:** David Stevenson and Stephen Saunders were absent.
- **Others Present:** Aaron Chrostowsky, Town Manager and Bruce Mercier, Town Treasurer

Town Manager Chrostowsky informed the group that due to unfortunate circumstances, David Stevenson did not receive meeting invitation email on February 28<sup>th</sup> and the reminder email on March 7<sup>th</sup>. As a result he will not be able to attend this meeting and he requested that I cancel tonight's meeting while he is on a cruise.

**Both the Budget Committee and Board of Selectmen voted to continue to hold this meeting just to let the Town Manager make his budget presentation and table all decisions until next meeting. (Reynolds/Paradis) 7-0 Approved.**

**Town Manager Budget Presentation**  
(See attached Budget Memo)

**Begin Reviewing Department Budgets - Tabled**

**Public Comments.**

**Adjourn.**

The next regularly scheduled Joint Budget Committee and Board of Selectmen Meeting is scheduled for Tuesday, April 1, 2014 at 6:00 PM at the Wayne Elementary School - Library.