

# Town of Wayne Board of Selectmen

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

## Meeting Agenda

**Date:** Tuesday ~~February 7, 2017~~ February 21, 2017

**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 – January 31, 2017.**  
Manager Recommendation: Move the Board to approve meeting minutes of the Wayne Board of Selectmen – January 31, 2017.

**Warrants.**

- a. **Consider approving of Payroll Warrant #36.**  
Manager Recommendation: Move the Board to approve Payroll Warrant #36 in the amount of \$53.83. (2/7/17).
- b. **Consider approving of Payroll Warrant #37.**  
Manager Recommendation: Move the Board to approve Payroll Warrant #37 in the amount of \$6,236.31. (2/7/17).
- c. **Consider approving of Accounts Payable Warrant #38.**  
Manager Recommendation: Move the Board to approve Accounts Payable Warrant #38 in the amount of \$229,690.18. (2/7/17).
- d. **Consider approving of Payroll Warrant #39.**  
Manager Recommendation: Move the Board to approve Payroll Warrant #39 in the amount of \$6,406.40. (2/21/17).
- e. **Consider approving of Accounts Payable Warrant #40.**  
Manager Recommendation: Move the Board to approve Accounts Payable Warrant #40 in the amount of \$9,904.22. (2/21/17).

**Business Agenda.**

- a. **Discuss Rtc. 133/ Main Street Speed**  
Manager Recommendation: Discussion Only.

**b. Discuss Morrison Heights Solar Farm**

Manager Recommendation: Discussion Only.

**c. Discuss Potential FY' 17-'18 Road Projects.**

Manager Recommendation: The Board approves Road Commissioner Draft FY' 17-'18 Road Projects.

**d. Street sweeping RFP.**

Manager Recommendation: The Board authorizes the Town Manager to solicit bids for Street sweeping contract.

**e. Roadside Mowing RFP.**

Manager Recommendation: The Board authorizes the Town Manager to solicit bids for Roadside Mowing contract.

**f. Landfill Haying & Mowing RFP.**

Manager Recommendation: The Board authorizes the Town Manager to solicit bids for Landfill Haying & Mowing contract.

**g. RSU #38 Lease to Wayne Town Office.**

Manager Recommendation: The Board authorizes the Town Manager to sign the RSU #38 Lease to Wayne Town Office.

**h. Fuller Road (PVT)**

Manager Recommendation: Discussion Only.

**i. Review Ordinance Restricting Vehicle Weight on Posted Ways**

Manager Recommendation: The Board authorizes the Road Commissioner to temporarily notice and post close town highways to vehicles of excessive weight from February 21 to May 15, 2017.

**Supplements and Abatements.**

**Town Manager Report.**

**Board Member Reports.**

**Public Comments.**

**Adjourn.**

The next regularly scheduled **Board of Selectmen Meeting** is scheduled for **Tuesday February 21, 2017** at **6:30 PM** at the Wayne Elementary School - Gymnasium.

**Town of Wayne, Maine**  
**Select Board Meeting Minutes**  
**Tuesday January 24, 2017 (rescheduled for Jan. 31, 2017)**  
**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: Trent Emery, Stephanie Haines, Gary Kenny, and Don Welsh. Jonathan Lamarche was absent.

Others Present: Aaron Chrostowsky, Town Manager and Cathy Cook

Audience: Alphonso Barker, Robert Stephenson, Dennis Bruen and Dennis Bruen

**Pledge of Allegiance**  
**Meeting Minutes**

- a. The Board moved to approve meeting minutes of the Board of Selectmen for January 10, 2017, with amendment. (Haines/Welsh) (4/0).

**Warrants**

- a. The Board approved Payroll Warrant #33 in the amount of \$6,712.93. (Welsh/Haines) (4/0).
- b. The Board approved Warrant #34 (Payroll) in the amount of \$185.70. (Welsh/Haines) (4/0).

**Business Agenda**

- a. The Board moved to award contract and authorize the Town Manager to sign the Winter Lot Maintenance contract with Bruen Construction, the lowest conforming bid. (Haines/ Welsh) (4/0)
- b. The Board moved award contract and authorize the Town Manager to sign the Winter Highway Maintenance contract with Bruen Construction, the lowest conforming bid. (Haines/ Welsh) (4/0)
- c. The Board approved the concept to allow the Wayne Historical Society to use the North Wayne Building "old Town Office," 3 Lovejoy Pond Road, with details to be discussed at later time. (Welsh/ Haines) (4/0)
- d. Discussion about idea to work with several area towns to hire a consultant to assist in renegotiation of Franchise Agreement.
- e. Discussion Potential FY '17-'18 Road Projects.

**Abatements/Supplements: None**

**Town Manager Report:**

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Selectboard Meeting Minutes – January 24, 2017

1. Town Manager provided worksheet 2016 Municipal Tax Rate Survey which shows Wayne with 2<sup>nd</sup> lowest Mil Rate in the area.
2. Town Manager attended MMA meeting this week and discussion of marijuana laws was a topic. Suggested public hearing in early March to explain new rules on marijuana use and to see if Wayne residents want a moratorium, or local prohibition.

**Board Member Reports:**

1. Trent Emery discussed State of Maine license credibility as it is currently not being accepted in other states as valid form of identification.

**Public Comments: None**

**Adjourn.**

Motion to Adjourn at 7:30 PM. (Haines/Welsh) (4/0)

The next Select Board Meeting is scheduled for Tuesday, February 7, 2017 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



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December 7, 2016

Matt Caldwell, Assessor  
Town of Wayne  
P.O. Box 400  
Wayne, ME 04284

Dear Mr. Caldwell,

I am writing at the request of the members of the Sky Ranch Community Solar Farm at 241 Morrison Heights Road in Wayne to provide information about the solar array, which was constructed by our company.

*Solar System Description:*

The Sky Ranch Community Solar Farm (the "Solar Farm") consists of a 49.6 kilowatt (kW dc) solar array projected to generate approximately 59,500 kilowatt-hours (kWh) annually. The array covers approximately 11,250 square feet (one quarter acre) and includes:

- 160 solar panels,
- 5 Inverters, and
- Pole mounted racking, oriented at 35° tilt and 180° azimuth.

*Community Solar Farm Structure and Ownership:*

This project is one of the first in the state organized as a Community Solar Farm under the Maine Public Utilities Commission net metering rules, 65-407 C.M.R. ch. 313. This rule allows a family without a viable solar site at home to own a share of a communal solar array. In short, it functions as a remote residential solar installation. For each kWh of electricity generated at the solar farm, the members receive a kWh credit on their residential electric bills. Credits are allocated in proportion to each member's ownership share of the Solar Farm. Unused credits are banked for future use, and expire after 12 months. No cash is ever paid to solar farm members.

The project is located on leased land and is the private, *non-commercial* personal property of the nine individual families that are members of the farm. Each family owns a certain number of solar panels, and shares in the remainder of the system as tenants in common. The members have formed a mutual benefit non-profit association to manage the system.

*Taxation Issues - Real Property:*

The Solar Farm lease has a 25-year term, with optional extensions to 30 years. Current market rates for Solar Farm leases average \$15/kW for small projects as here (\$744/year), and on the order of \$5/kW or less for larger solar projects.

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91 West Main Street  
Liberty, ME 04949  
(207) 589-4171

142 Presumpscot Street  
Portland, ME 04103  
(207) 221-6342

14 Dixon Ave  
Concord, NH 03301  
(603) 415-0151

7 Commercial Drive  
Brentwood, NH 03833  
(603) 679-1777

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Given the very modest lease income and the inability of a prospective purchaser to use the leased property for other purposes, this arrangement will likely result in lower land values in the marketplace for the host property. Accordingly, the real property valuation should be reduced to reflect these impacts.

*Taxation Issues – Personal Property:*

As noted above, the Solar Farm equipment is the private, *non-commercial* personal property of the members. Because the Solar Farm is not a commercial activity, is used solely to offset members' residential electric usage, and cannot, by law, generate income, we recommend that the Town of Wayne apply the same taxation principles for this project as it does for any other residential solar project, or for any other private, non-commercial personal property.

If the town does not assess taxes on residential solar arrays, then it would be inequitable and unfair to for the town assess members of the Sky Ranch Solar Farm for taxes that no other town resident must pay. The same is true for personal property – if the town does not tax the private personal property of its residents, then it also should not tax this private personal property.

*Property Tax Impacts on Solar Project Value:*

We understand that the Town has proposed a valuation of the Sky Ranch Solar Farm at \$149,000, which equates to a \$2,200 tax bill for 2016, and that the Town has proposed a 25-year depreciation schedule.

Under the PUC rules, a Solar Farm can offset only the portion of a residential electric bill measured in kilowatt-hours. 65-407 C.M.R. ch. 313, §3(E)(4). In this case, the Sky Ranch Solar Farm is projected to generate 59,500 kWh/year. At the current default service electrical rates for the Central Maine Power service territory, each kWh is worth 13.2¢.<sup>1</sup> Offsetting this are operating costs, including operations and maintenance, rent, insurance, license fees, and meter fees – totaling about \$3,300/year.

Thus, the net energy savings from the farm as a whole are approximately \$4,600. The proposed property tax would take almost half of that – and push the payback period out to 30 years. Although not intentional, the practical effect of this level of taxation on the solar farm members is extreme and is patently unfair, particularly for a town where no other residential solar energy owner is similarly taxed.

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<sup>1</sup> The Maine Public Utilities Commission has proposed to eliminate Transmission & Distribution costs from net energy billing compensation after 15 years, which would cut the per kWh value in half. See Maine PUC, Docket No. 2016-222.

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Lastly, we wanted the town to be aware that the project was organized by the Maine Chapter of the Sierra Club as a way to allow families to access clean, renewable energy in order to lower their personal carbon footprint and help do their part to fight climate change.

We urge the Town to make every effort possible to promote this sort of responsible environmental and community action.

Thank you for your consideration of these concerns and please let us know if we can provide further information or clarification.

Sincerely,

Stephen F. Hinchman, Esq  
Chief Counsel  
Director of Development  
ReVision Energy, LLC  
208-837-8637

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February 16, 2017

Matt Caldwell, Assessor  
Town of Wayne  
P.O. Box 400  
Wayne, ME 04284

Dear Mr. Caldwell,

At the request of the members of the Sky Ranch Community Solar Farm I am providing the attached follow-up information about the solar farm.

*Project Ownership:*

As discussed on our call before the holidays, the Solar Farm is owned by its members as private, non-commercial personal property. The members have formed an association to manage the system, however the members – not the association – own the array.

Member	Panels Owned	kW	Share
Thomas E. Berman	23.2	7.20	14.5%
Jean N. Crawford	16.6	5.14	10.4%
Robert Foster	25.7	7.97	16.1%
Rosanne Graef	15.8	4.88	9.8%
Richard E. Reese	16.6	5.14	10.4%
Philip Kerber	16.6	5.14	10.4%
Christopher Dumaine	24.9	7.71	15.5%
Ian D. Meng	20.7	6.42	13.0%
<b>Total</b>	<b>160.0</b>	<b>49.6</b>	

For purposes of comparison, a typical residential rooftop solar array in Maine is 5-10 kW (16-32 panels). As noted previously, if the town does not assess taxes on residential solar arrays, then it would be inequitable and unfair to for the town assess members of the Sky Ranch Solar Farm for taxes that no other resident must pay.

*Valuation:*

To the extent that the Town of Wayne does decide to tax all residential solar arrays, we recommend that it consider the income capitalization approach, which is increasingly being used by assessors and appraisers around the country for commercial solar projects.<sup>1</sup> Using the income method requires consideration of the Maine Public Utilities commission rules for net energy

<sup>1</sup> See Appraisal Institute announcement supporting Solar Valuation Form using income capitalization approach as developed by Sandia National Laboratories, available at <http://www.appraisalinstitute.org/appraisal-institute-announces-support-for-new-solar-valuation-form/> (last visited Nov. 25, 2016).

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billing and an understanding of the unique operating costs and environment for a community solar farm. Information on both issues is presented below. We have also provided project specific data in the attached excel spreadsheet.

Under Maine PUC rules, a net-metered Solar Farm can offset only the portion of a residential electric bill measured in kilowatt-hours. 65-407 C.M.R. ch. Ch 313, §3(E)(4). In this case, the Sky Ranch Solar Farm is projected to generate 59,500 kWh/year. At the current default service electrical rates for the Central Maine Power service territory, each kWh is worth 13.2¢. Offsetting this are operating costs, including operations and maintenance, rent, insurance, and license and meter fees.

As shown in the attached spreadsheet, the pre-tax value from the income capitalization approach is \$60,364, using project specific data. This does not include reductions in net energy billing credits under the Maine PUC's new net metering rules,<sup>2</sup> which would eliminate all Transmission & Distribution bill credits after 15 years, thereby cutting the value of energy from the solar array by half.

*Property Tax Impacts on Solar Project Value:*

We understand that the proposed valuation for the Sky Ranch Solar Farm is \$144,000, which equates to a \$2,100 tax bill for 2016, and that the Town has proposed depreciating the asset to a quarter of its initial value over 10 years. As shown in the attached spreadsheet, over the 20-year project life, this proposed tax schedule would take over a third of the energy savings of the solar array – equating to a property tax rate of 36%. This is unreasonably high and demonstrates that the proposed assessment is excessive in relation to the economic value of the solar project over its useful life.

Thank you for your consideration of these concerns and please let us know if we can provide further information or clarification.

Sincerely,

Stephen F. Hinchman, Esq  
Chief Counsel  
ReVision Energy, LLC  
208-837-8637

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<sup>2</sup> See Maine PUC, Docket No. 2016-222.

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# Lifecycle Cash Flow - Sky Ranch CSF

**Systems Design**  
 Annual Generation (kWh) 58,472  
 System Size in kW (DC) 49.50  
 System Size in kW (AC) 38.50  
 Annual Output Derate 0.5%  
**Financing**  
 Loan \$133,000  
 Interest Rate 5.25%  
 Term 12

**Project Income**  
 Year 1 Utility Rate \$0.1320  
 Utility Escalator 2.5%  
 REC Price (\$/MWh) \$18  
 REC Term (years) 5  
 REC Depreciation 5%  
 Est. Total REC Value \$9,595

**Project Expenses**  
 O&M \$5,000  
 O&M Escalator 2%  
 Property Insurance \$832  
 Liability Insurance \$1,000  
 Land Lease Payments \$744  
 Meter Fee \$180  
 License Fees \$40  
 Inverter Replacement \$3,650

Year	Generation			Income			Expenses					Balance			Property Tax				
	Gen.	Energy Value	REC Value (Less REC)	REC Value	Total Income	O&M	Property & Liability Insurance	Rent	Fees	Inverter	Interest Expense	Total Expense	Net	Cumulative	Proposed Valuation*	MRI Rate with escalator	Tax	Net	Cumulative
1	59,472	\$0.132	\$7,850	\$18.00	\$1,070	(\$397)	(\$1,922)	(\$744)	(\$220)	\$0	(\$6,883)	(\$10,275)	(\$1,355)	(\$1,355)	\$144,000	14.80	\$2,131	(\$3,486)	(\$3,486)
2	59,175	\$0.135	\$9,006	\$17.10	\$1,012	(\$405)	(\$1,980)	(\$759)	(\$220)	\$0	(\$6,550)	(\$9,514)	(\$896)	(\$2,250)	\$108,000	15.10	\$1,630	(\$2,526)	(\$6,012)
3	58,879	\$0.139	\$9,155	\$16.25	\$956	(\$413)	(\$2,030)	(\$774)	(\$220)	\$0	(\$6,095)	(\$9,532)	(\$410)	(\$2,660)	\$97,200	15.40	\$1,497	(\$1,906)	(\$7,918)
4	58,584	\$0.142	\$8,328	\$15.43	\$904	(\$421)	(\$2,081)	(\$790)	(\$220)	\$0	(\$5,618)	(\$9,127)	\$105	(\$2,555)	\$87,480	15.71	\$1,374	(\$1,269)	(\$9,188)
5	58,291	\$0.146	\$8,493	\$14.66	\$855	(\$430)	(\$2,133)	(\$805)	(\$220)	\$0	(\$5,113)	(\$8,599)	\$608	(\$1,927)	\$78,732	16.02	\$1,261	(\$613)	(\$9,801)
6	58,000	\$0.149	\$8,652	\$13.90	\$806	(\$439)	(\$2,186)	(\$821)	(\$220)	\$0	(\$4,581)	(\$8,247)	\$415	(\$1,492)	\$70,959	16.34	\$1,158	(\$743)	(\$10,543)
7	57,710	\$0.153	\$8,834	\$13.15	\$756	(\$447)	(\$2,241)	(\$838)	(\$220)	\$0	(\$4,023)	(\$7,789)	\$1,066	(\$4,69)	\$63,773	16.67	\$1,063	(\$3)	(\$10,540)
8	57,421	\$0.157	\$9,010	\$12.40	\$706	(\$456)	(\$2,297)	(\$855)	(\$220)	\$0	(\$3,453)	(\$7,291)	\$1,748	(\$3,322)	\$57,286	17.00	\$976	(\$1,722)	(\$19,262)
9	57,134	\$0.161	\$9,179	\$11.65	\$656	(\$465)	(\$2,354)	(\$872)	(\$220)	\$0	(\$2,873)	(\$6,743)	\$2,416	(\$2,593)	\$51,490	17.34	\$892	(\$2,309)	(\$21,571)
10	56,849	\$0.165	\$9,371	\$10.90	\$606	(\$474)	(\$2,413)	(\$889)	(\$220)	\$0	(\$2,280)	(\$6,154)	\$3,094	(\$1,987)	\$45,480	17.69	\$825	(\$2,152)	(\$23,723)
11	56,564	\$0.169	\$9,558	\$10.15	\$556	(\$483)	(\$2,473)	(\$907)	(\$220)	\$0	(\$1,680)	(\$5,564)	\$3,784	(\$1,502)	\$40,000	18.04	\$766	(\$2,063)	(\$25,786)
12	56,282	\$0.173	\$9,748	\$10.00	\$506	(\$493)	(\$2,538)	(\$925)	(\$220)	\$0	(\$1,075)	(\$4,932)	\$4,513	(\$1,002)	\$35,000	18.40	\$713	(\$2,004)	(\$27,790)
13	56,000	\$0.178	\$9,941	\$10.00	\$456	(\$503)	(\$2,608)	(\$944)	(\$220)	\$0	(\$4,455)	(\$4,285)	\$5,276	(\$728)	\$30,000	18.77	\$663	(\$1,973)	(\$29,763)
14	55,720	\$0.182	\$10,139	\$10.00	\$406	(\$513)	(\$2,683)	(\$962)	(\$220)	\$0	(\$4,000)	(\$3,635)	\$6,000	(\$278)	\$25,000	19.15	\$616	(\$1,978)	(\$31,741)
15	55,442	\$0.187	\$10,341	\$10.00	\$356	(\$524)	(\$2,763)	(\$982)	(\$220)	\$0	(\$3,553)	(\$3,186)	\$6,780	(\$258)	\$20,000	19.53	\$576	(\$1,978)	(\$33,719)
16	55,164	\$0.191	\$10,546	\$10.00	\$306	(\$534)	(\$2,848)	(\$1,001)	(\$220)	\$0	(\$3,113)	(\$2,736)	\$7,610	(\$238)	\$15,000	20.00	\$540	(\$1,978)	(\$35,697)
17	54,888	\$0.196	\$10,756	\$10.00	\$256	(\$545)	(\$2,938)	(\$1,021)	(\$220)	\$0	(\$2,666)	(\$2,286)	\$8,500	(\$218)	\$10,000	20.32	\$506	(\$1,978)	(\$37,675)
18	54,614	\$0.201	\$10,969	\$10.00	\$206	(\$556)	(\$3,033)	(\$1,042)	(\$220)	\$0	(\$2,220)	(\$1,836)	\$9,450	(\$198)	\$5,000	20.72	\$476	(\$1,978)	(\$39,653)
19	54,341	\$0.206	\$11,187	\$10.00	\$156	(\$567)	(\$3,133)	(\$1,063)	(\$220)	\$0	(\$1,773)	(\$1,486)	\$10,450	(\$178)	\$0	21.14	\$446	(\$1,978)	(\$41,631)
20	54,069	\$0.211	\$11,410	\$10.00	\$106	(\$578)	(\$3,239)	(\$1,084)	(\$220)	\$0	(\$1,320)	(\$1,136)	\$11,500	(\$158)	\$0	21.56	\$421	(\$1,978)	(\$43,609)
<b>Totals</b>	<b>1,134,601</b>		<b>\$190,505</b>		<b>\$4,798</b>	<b>(\$9,641)</b>	<b>(\$49,352)</b>	<b>(\$18,077)</b>	<b>(\$4,400)</b>	<b>(\$3,650)</b>	<b>(\$49,617)</b>	<b>(\$134,938)</b>	<b>\$60,364</b>		<b>\$46,490</b>		<b>\$1,002</b>	<b>\$1,387</b>	<b>\$38,372</b>

\* as described by Town Assessor  
 28 depreciation Y1&2  
 10% depreciation Y3-10  
 flat thereafter

# Paved Survey History

Wayne 2014

<u>Reconstruct</u>	<u>Survey Date</u>	<u>Surface</u>	<u>Drainage</u>	
Berry Road-2 [0.00mi.]	From: Mailbox 231	To: Kings Highway;	Priority: 8	<i>Complete</i>
10/05/2014	↑ Reconstruct	Good		
Bridge Street- [0.00mi.]	From: Route 133	To: Route 133;	Priority: 4	
10/05/2014	↑ Reconstruct	Poor		
Cross Road- [0.00mi.]	From: Route 133	To: Winthrop T.L.;	Priority: 2	<i>Complete</i>
10/05/2014	↑ Reconstruct	Good		
Gott Road- [0.00mi.]	From: Old Winthrop Road	To: Dead End;	Priority: 6	
10/05/2014	↑ Reconstruct	Good		
Hathaway Road- [0.00mi.]	From: North Wayne Road	To: Winthrop T.L.;	Priority: 6	<i>Complete</i>
10/05/2014	↑ Reconstruct	Good		
Kings Highway- [0.00mi.]	From: Route 133	To: Berry Road;	Priority: 8	<i>Complete</i>
10/05/2014	↑ Reconstruct	Poor		
Morrison Heights-1 [0.00mi.]	From: Old Winthrop Road	To: Doles Beach;	Priority: 6	
10/05/2014	↑ Reconstruct	Good		
Mount Pisgah Road- [0.00mi.]	From: Old Winthrop Road	To: Winthrop T.L.;	Priority: 8	<i>Complete</i>
10/05/2014	↑ Reconstruct	Poor		
Walton Road-2 [0.00mi.]	From: Lovejoy Pond Road	To: North Wayne Road;	Priority: 10	<i>Complete</i>
10/05/2014	↑ Reconstruct	Good		

# Paved Survey History

Wayne 2014

Survey Date    Surface    Drainage  
**Rehabilitate**

*Complete*

- Church Street- [0.00mi.] From: Kents Hill Road To: Dead End; Priority: 4  
10/05/2014 1 Rehabilitate Good
- Lake Street- [0.00mi.] From: Memorial Park Lane To: Boat Ramp; Priority: 4  
10/05/2014 1 Rehabilitate Good
- Leadbetter Road- [0.00mi.] From: Coolidge Road To: Dead End; Priority: 6  
10/05/2014 1 Rehabilitate Good
- Lovejoy Pond Road- [0.00mi.] From: Walton Road To: Fayette T.L.; Priority: 6  
10/05/2014 1 Rehabilitate Good
- Memorial Park Lane- [0.00mi.] From: Route 133 To: Dead End; Priority: 4  
10/05/2014 1 Rehabilitate Good
- Morrison Heights- [0.00mi.] From: Swift Road To: Hardscrabble Road; Priority: 6  
10/05/2014 1 Rehabilitate Poor
- Strickland Ferry Road- [0.00mi.] From: Route 219 To: End of Pavement; Priority: 8  
10/05/2014 1 Rehabilitate Good

**Preventive**

- Hardscrabble Road- [0.00mi.] From: Morrison Heights To: End of Pavement; Priority: 6  
10/05/2014 1 Preventive Poor
- Kents Hill Road-1 [0.00mi.] From: North Wayne Road To: Tall Timbers Road; Priority: 8  
10/05/2014 1 Preventive Good

*Complete*

**Routine**

- Lincoln Point Road- [0.00mi.] From: Morrison Heights To: End of Pavement; Priority: 2  
10/05/2014 1 Routine Good
- Tucker Road- [0.00mi.] From: End of Pavement To: LivermoreFalls T.L.; Priority: 8  
10/05/2014 1 Routine Good

# Paved Survey History

Wayne 2014

<u>No Maint</u>	<u>Survey Date</u>	<u>Surface</u>	<u>Drainage</u>
	Berry Road-1 [0.00mi.]	From: Pond Road	To: Mailbox 231; Priority: 8
	10/05/2014 1	No Maint	Good
	Besse Road- [0.00mi.]	From: Route 133	To: End of Pavement; Priority: 2
	10/05/2014 1	No Maint	Good
	Coolidge Road- [0.00mi.]	From: Route 133	To: End of Pavement; Priority: 6
	10/05/2014 1	No Maint	Good
	Fairbanks Road- [0.00mi.]	From: Route 133	To: Old Winthrop Road; Priority: 8
	10/05/2014 1	No Maint	Good
	Green True Road- [0.00mi.]	From: Route 133	To: Dead End; Priority: 2
	10/05/2014 1	No Maint	Good
	Innes Ridge Road- [0.00mi.]	From: Kents Hill Road	To: Readfield T.L.; Priority: 6
	10/05/2014 1	No Maint	Good
	Kents Hill Road-2 [0.00mi.]	From: Tall Timbers Road	To: Innes Ridge Road; Priority: 8
	10/05/2014 1	No Maint	Good
	Kents Hill Road-3 [0.00mi.]	From: Innes Ridge Road	To: End of Pavement; Priority: 2
	10/05/2014 1	No Maint	Good
	Lakeshore Drive- [0.00mi.]	From: Route 219	To: Leeds T.L.; Priority: 6
	10/05/2014 1	No Maint	Good
	Lord Road- [0.00mi.]	From: Route 133	To: End of Pavement; Priority: 6
	10/05/2014 1	No Maint	Good
	Morrison Heights-2 [0.00mi.]	From: Doles Beach Road	To: Swift Road; Priority: 6
	10/05/2014 1	No Maint	Good
	North Wayne Road-1 [0.00mi.]	From: Kents Hill Road	To: Farnham Road; Priority: 10
	10/05/2014 1	No Maint	Good
	North Wayne Road-2 [0.00mi.]	From: Farnham Road	To: Winthrop T.L.; Priority: 10
	10/05/2014 1	No Maint	Good
	Old Winthrop Road-1 [0.00mi.]	From: Route 133	To: Morrison Heights; Priority: 10
	10/05/2014 1	No Maint	Good
	Old Winthrop Road-2 [0.00mi.]	From: Morrison Heights	To: Fairbanks Road; Priority: 10
	10/05/2014 1	No Maint	Good

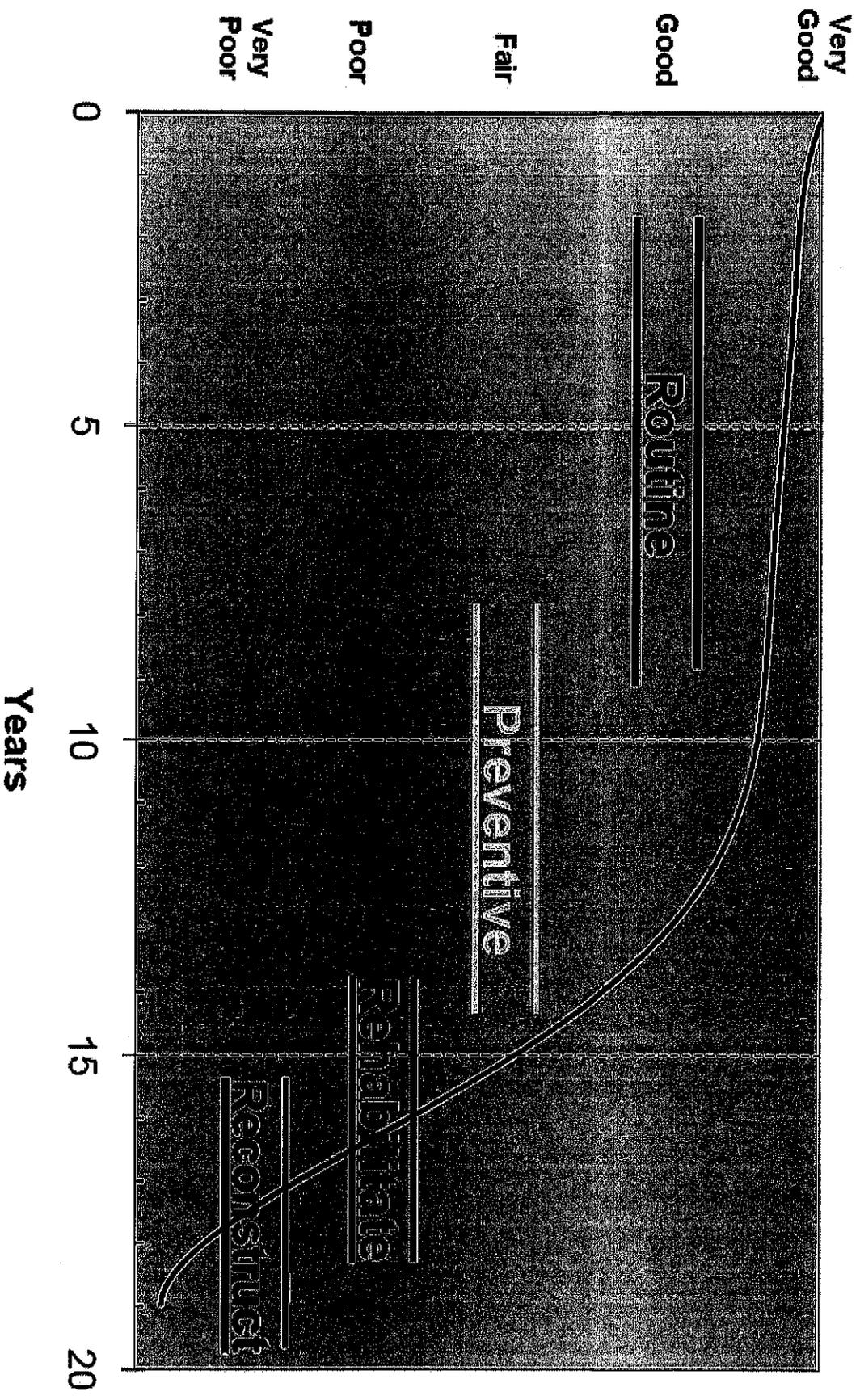
3/24/2015  
5:35:08PM

## Paved Survey History

Wayne 2014

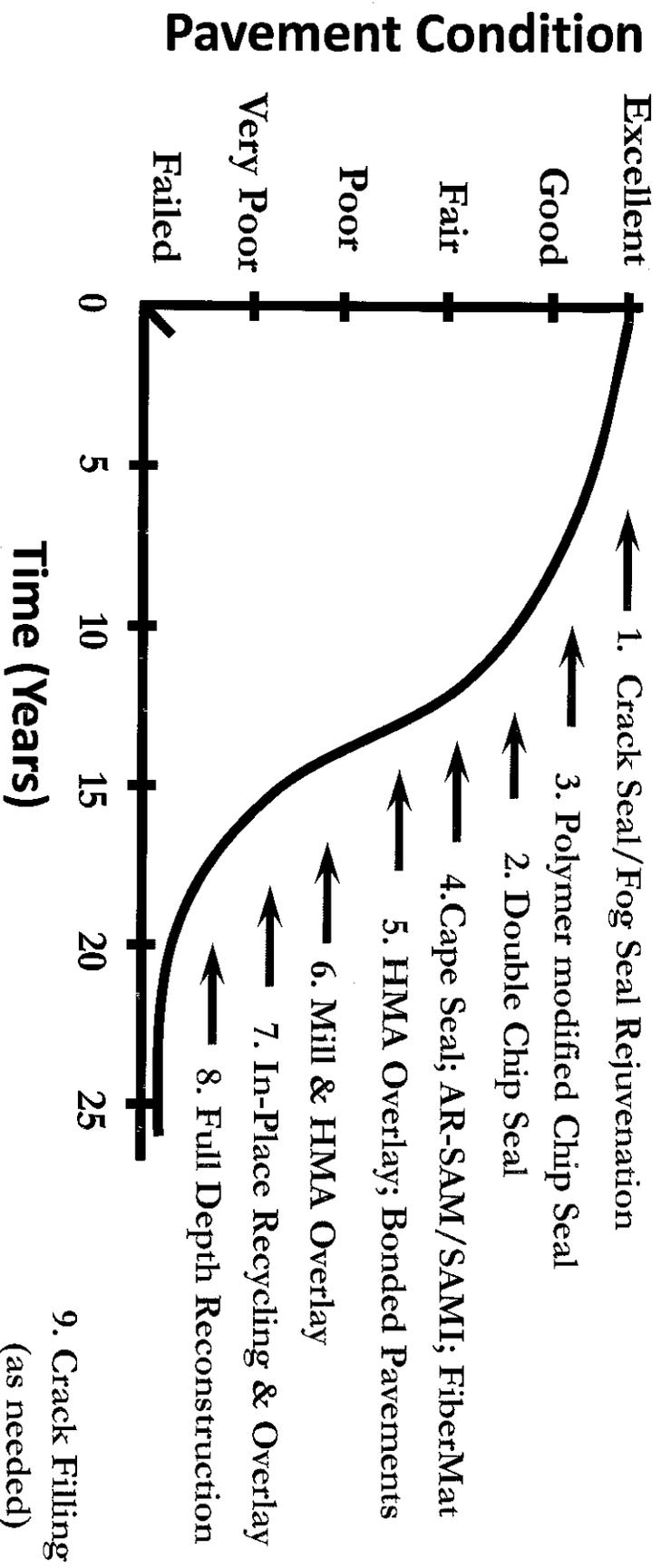
<u>No Maint</u>	<u>Survey Date</u>	<u>Surface</u>	<u>Drainage</u>
	<b>Pond Road - [1.91mi.] From: Route 133 To: Walton Road; Priority: 10</b>		
	10/05/2014 1	No Maint	Good
	<b>Richmond Mills Road - [0.00mi.] From: Walton Road To: Fayette T.L.; Priority: 6</b>		
	10/05/2014 1	No Maint	Good
	<b>Walton Road-1 [0.00mi.] From: Pond Road To: Lovejoy Pond Road; Priority: 10</b>		
	10/05/2014 1	No Maint	Good

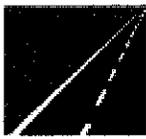
# Road Condition Decline Curve



# Asphalt Deterioration Curve

Applying the Right Treatment, to the Right Road, at the Right Time...





# All States Asphalt, Inc

PO Box 91, Sunderland, MA 01375 • 413.2

## PROPOSAL-CONTRACT

<b>Buyer</b>	Company	Town of Wayne			Contact	Aaron Chrostowski	
	Address	P.O. Box 400, 48 Pond Rd			Telephone	207-685-4983	
	City	Wayne	State	Me	Zip	04284	
					Facsimile		
					Email	townmanager@wayne maine.org	

<b>Project</b>	Description	2017 Road Plan Recommendations			Proposal No	Contract No	
	Location	Various See Below			Date	1/3/2017	May be withdrawn after 30 Days

We are pleased to propose the following:

Description/Materials	Estimated Quantity	Unit	Price	Estimated Total
<b>**Budget Quote**</b>				
Lovejoy Pond Rd. Walton Rd to Fayette T/L, 5,400' X 21', 12,600 SY				
Option 1, Reclaim, Fine Grade, Install 2" Hot Mix Asphalt Base and 1" Hot Mix Asphalt Surface				\$153,245.00
Option 2, Install 2" Avg. Depth Cold Mix Asphalt Shim, Latex Modified Double Chip Seal				\$131,015.00
<i>PMRAP -</i>				
Gott Rd. Old Winthrop Rd. to End of Town Way, 2,325 X 21, 5,425 SY				
Option 1, Reclaim, Fine Grade, Install 2" Hot Mix Asphalt Base and 1" Hot Mix Asphalt Surface				\$66,350.00
Option 2, Install 2" Avg. Depth Cold Mix Asphalt Shim, Latex Modified Chip Seal				\$38,000.00
<i>PMRAP</i>				
Coolidge Rd. Sect 1, Rte 133 To Gravel, 750' X 21' 1,750 SY, Variable Depth Hot Mix Asphalt Shim, 1" Hot Mix Asphalt Overlay				\$10,684.00
Coolidge Rd. Sect 2, Leadbetter Intersection to End of Town Way 860' X 20' 1,911 SY, Fine Grade, Compact, Install 3" Cold Mix Asphalt, Latex Modified Chip Seal, Includes addition of 320 CY MDOT Type A Crushed Gravel - <i>PMRAP</i>				\$31,140.00
Memorial Park Ln. Rte 133 to End of Town Way, 830' X 18' 1660 SY, Hot Mix Asphalt Shim And 1" Hot Mix Asphalt Surface				\$11,350.00
Lake St, 660' X 14' 1026 SY, Hot Mix Asphalt Shim And 1" Hot Mix Asphalt Surface				\$7,000.00
Bridge St. 350' X 18' 700 SY, Hot Mix Asphalt Shim And 1" Hot Mix Asphalt Surface				\$4,900.00
<b>**For Budget Purposes Only, Actual Costs Subject To Actual Work Volumes**</b>				

**Town of Wayne**  
**5-Year Proposed Road Reconstruction and Paving Plan**

Year 1: FY 2017-2018 \*\*\*Bond\*\*\*

Lovejoy Pond Road (Fayette T.L. to Walton Road) Reclaim, Fine Grade, 2" HMA Base, 1" HMA Surface	\$153,245
Gott Road Reclaim, Fine Grade, 2" HMA Base, 1" HMA Surface	\$66,350
Memorial Park Lane HMA Shim, 1" HMA Surface	\$11,350
Lake Street HMA Shim, 1" HMA Surface	\$7,000
Bridge Street HMA Shim, 1" HMA Surface	\$4,900
Ladd Recreation Center Parking Lot Reclaim, Fine Grade, 2" HMA Base, 1" HMA Surface	N/A
<hr/> Total:	<hr/> \$242,845

Year 2: FY 2018-2019 \*\*\*Bond\*\*\*

Morrison Heights Road (Old Winthrop Road to Hardscrabble Road) Reclaim, Fine Grade, 2" HMA Base, 1" HMA Surface	\$260,029
<hr/> Total	<hr/> \$260,029

Year 3: FY 2019-2020 \*\*\*Capital Reserve\*\*\*

Walton Road Reclaim, Fine Grade, 2" HMA Base, 1" HMA Surface	N/A
<hr/> Total	<hr/>

Year 4: FY 2020-2021 \*\*\*Capital Reserve\*\*\*

Leadbetter Road (Coolidge Road to end of town road) Reclaim Fine Grade, 2" HMA Base, 1" HMA Surface	\$102,447
Coolidge Road (Rte. 133 to Leadbetter Road) Full width variable depth drag shim 1" overlay	\$13,138
Coolidge Road (Leadbetter Road to end of town road) Fine Grade, 2" HMA Base	\$16,737
<hr/> Total:	<hr/> \$132,322

**Town of Wayne**  
**5-Year Proposed Road Reconstruction and Paving Plan**

Year 5: FY 2021-2022 \*\*\*Capital Reserve\*\*\*

Strickland Ferry Road (Rte. 219 to end of pavement) CMA Shim, Chip Seal	\$36,707
<hr/>	
Total:	\$36,707

# 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 several 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 several paved town ways and lots.

#### **The following paved town ways:**

Bridge Street	792 ft.
Church Street	581 ft.
Gott Road (Old Winthrop Road to Ladd Recreation Ctr.)	1,056 ft.
King's Highway (Route 133 to end of stonewalls)	528 ft.
Lake Street	475 ft.
Lovejoy Pond Road (Walton Road to "old Town Office")	528 ft.
Memorial Park Lane	792 ft.
Old Winthrop Road (Route 133 to Gott Road)	2,112 ft.
Pond Road (Route 133 to Elementary School)	1,584 ft.
Kent's Hill Road / Walton Road (Lovejoy Pond Road to Tall Timbers Road)	1,056 ft.
<b>Total (Estimate)</b>	<b>9,504 ft.</b>
	<b>1.8 miles</b>

**See notes:** Sweep only where needed with particular interest to edge of pavement, hills, curves and intersections;

#### **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
Pond Road	1 drain
Strickland Ferry Road (gravel)	1 drain
Tucker Road (gravel)	3 drains
<b>Total (Estimate)</b>	<b>11 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.

All bids must be submitted on the form supplied by the Town in sealed bid format. 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.

**Bids due no later than Thursday March 16, 2017 at 1:00 PM.  
Bids opened on Thursday March 16, 2017 at 1:00 PM.  
Bids awarded on Tuesday March 21, 2017 at 6:30 PM by Selectboard**

*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 Contractor shall furnish, to the municipality, a certificate of insurance, with bid form demonstrating insurability.*

**BID FORM**

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

Year 1      FY 17-18 (April 2018)      Total Cost: \_\_\_\_\_

Year 2      FY 18-19 (April 2019)      Total Cost: \_\_\_\_\_

Year 3      FY 19-20 (April 2020)      Total Cost: \_\_\_\_\_

Hourly Rate for Misc. Additional Work as needed: \_\_\_\_\_

---

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

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

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

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

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

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

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

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



# *Town of Wayne*

P.O. Box 400; 48 Pond Road  
Wayne, ME 04284

Phone: (207) 685-4983 Fax: (207) 685-3836

<http://www.waynemaine.org>

## **Roadside Mowing**

### **Bid Specifications for a 3-Year Contract Term: July 1st, 2017 to June 30th, 2020 Advertisement for Bids**

The Town of Wayne is looking for a qualified contractor to provide **Roadside Mowing** on town roads. For complete bid specifications, go online to [www.waynemaine.org](http://www.waynemaine.org) or contact the Town Office.

All bids must be submitted on the form supplied by the Town in sealed bid format. 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.

**Bids due no later than Thursday March 7, 2017 at 1:00 PM.**

**Bids opened on Thursday March 7, 2017 at 1:00 PM.**

**Bids awarded on Tuesday March 21, 2017 at 6:30 PM by Selectboard**

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.

# Town of Wayne

P.O. Box 400; 48 Pond Road

Wayne, ME 04284

Phone: (207) 685-4983 Fax: (207) 685-3836

<http://www.waynemaine.org>

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 Roadside Mowing.

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

Contractor agrees to provide all the labor, materials, and equipment necessary to perform the roadside mowing as outlined in the attached mowing specifications from April 1, 2017 through October 30, 2020. The following roads within the community which need to be maintained are as follows:

### Roadside Mowing

- Berry Road
- Besse Road
- Christmas Tree Lane
- Cross Road
- Dexter Pond Road
- Fairbanks Road
- Farnham Road
- Gott Road
- Green True Road
- Hathaway Road
- Hardscrabble Road
- House Road
- Innes Ridge Road
- Kent's Hill Road
- Kings Highway Road
- Lakeshore Drive
- Lincoln Point Road
- Lord Road
- Lovejoy Pond Road
- Maxim Road
- Morrison Heights Rd
- Mt. Pisgah Road
- North Wayne Road
- Old Winthrop Road

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- Pond Road
- Richmond Mills Road
- Strickland Ferry Road
- Tucker Road
- Walton Road
- Whispering Pines Circle

## **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.**

- a.) Focus on improving visibility at intersections, guardrail and signs;
- b.) Mow roadside with Town Right-of-Way;
- c.) Focus on small trees and brush on the ground;
- d.) Avoid mowing ornamental trees, plants shrubs and flowers;
- e.) Avoid damage to mailboxes and other ornamental fixtures in Town Right-of-Way;
- f.) The contractor with comply with applicable Federal and State laws including but not limited to Maine BMV Registration and Maine DOT Flagging/ Signage requirements.

## **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.

# *Town of Wayne*

P.O. Box 400; 48 Pond Road  
Wayne, ME 04284

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<http://www.waynemaine.org>

## **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.

# Town of Wayne

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Wayne, ME 04284

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<http://www.waynemaine.org>

3. The Board of Selectmen shall also seek any other legal remedies available to enforce the contract.

## 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 **21st** day of **March 2017**.

FOR THE TOWN OF WAYNE

FOR THE CONTRACTOR

\_\_\_\_\_  
Aaron Chrostowsky, Town Manager

\_\_\_\_\_  
Contractor

# Town of Wayne

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Wayne, ME 04284

Phone: (207) 685-4983 Fax: (207) 685-3836

<http://www.waynemaine.org>

## BID FORM

*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 Contractor shall furnish, to the municipality, a certificate of insurance, with bid form demonstrating insurability.*

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

Year 1      FY 17-18 (August 2018)      Total Cost: \_\_\_\_\_

Year 2      FY 18-19 (August 2019)      Total Cost: \_\_\_\_\_

Year 3      FY 19-20 (August 2020)      Total Cost: \_\_\_\_\_

Hourly Rate for Misc. Additional Work as needed: \_\_\_\_\_

---

### Personnel:

Name: \_\_\_\_\_      Years of Experience: \_\_\_\_\_

### Equipment:

Year/ Make/ Model: \_\_\_\_\_

### Professional References:

Name:	Address:	Phone:
_____	_____	_____
_____	_____	_____
_____	_____	_____

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# Town of Wayne

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Wayne, ME 04284

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<http://www.waynemaine.org>

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

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

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

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

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

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

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

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

# *Town of Wayne*

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## Landfill Cap Haying & Mowing

### **Bid Specifications for a 3-Year Contract Term: July 1st, 2017 to June 30th, 2020 Advertisement for Bids**

The Town of Wayne is looking for a qualified contractor to provide Landfill Cap Haying & Mowing at the Town Landfill located on Fairbanks Road. For complete bid specifications, go online to [www.waynemaine.org](http://www.waynemaine.org) or contact the Town Office.

All bids must be submitted on the form supplied by the Town in sealed bid format. 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.

**Bids due no later than Thursday March 16, 2017 at 1:00 PM.**

**Bids opened on Thursday March 16, 2017 at 1:00 PM.**

**Bids awarded on Tuesday March 21, 2017 at 6:30 PM by Selectboard**

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.

# *Town of Wayne*

P.O. Box 400; 48 Pond Road

Wayne, ME 04284

Phone: (207) 685-4983 Fax: (207) 685-3836

<http://www.waynemaine.org>

## Landfill Cap Haying & Mowing

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 haying and mowing the Town landfill cap.

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

Contractor agrees to provide all the labor, materials, and equipment necessary to perform the landfill cap haying and mowing as outlined in the attached mowing specifications from July 1, 2017 through June 30, 2020.

### **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.**

- a.) Mow landfill cap haying/ mowing;
- b.) Contractor is responsible fixing or repairing any ruts created by contractor;

### **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

# *Town of Wayne*

P.O. Box 400; 48 Pond Road

Wayne, ME 04284

Phone: (207) 685-4983 Fax: (207) 685-3836

<http://www.waynemaine.org>

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.

**The "Contractor" will not charge the "Town" for work performed under this contract. The "Town" will receive several \_\_\_ bales of hay for allowing the "Contractor" use of the "Town" landfill cap for hay.**

## **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:

# *Town of Wayne*

P.O. Box 400; 48 Pond Road

Wayne, ME 04284

Phone: (207) 685-4983 Fax: (207) 685-3836

<http://www.waynemaine.org>

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.

## **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 **21<sup>st</sup>** day of **March 2017**.

FOR THE TOWN OF WAYNE

FOR THE CONTRACTOR

\_\_\_\_\_  
Aaron Chrostowsky, Town Manager

\_\_\_\_\_

# Town of Wayne

P.O. Box 400; 48 Pond Road  
Wayne, ME 04284

Phone: (207) 685-4983 Fax: (207) 685-3836

<http://www.waynemaine.org>

## BID FORM

*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 Contractor shall furnish, to the municipality, a certificate of insurance, with bid form demonstrating insurability.*

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

Year 1      FY 17-18 (August 2018)      # Bales \_\_\_\_\_

Year 2      FY 18-19 (August 2019)      # Bales \_\_\_\_\_

Year 3      FY 19-20 (August 2020)      # Bales \_\_\_\_\_

---

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

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

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

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

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

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

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

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

RSU NO. 38 LEASE to WAYNE TOWN OFFICE

LEASE AGREEMENT made this 1<sup>st</sup> day of July, 2017 by and between the **REGIONAL SCHOOL UNIT (RSU) NO 38**, a public education corporation located in Readfield, County of Kennebec and State of Maine ("Landlord") and the **TOWN OF WAYNE**, a municipal corporation located in Wayne, County of Kennebec and State of Maine ("Tenant").

WITNESSETH:

1. PREMISES LEASED. Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, a space in the building known as the Wayne Elementary School located at 48 Pond Road, Wayne, County of Kennebec, State of Maine. The Wayne Elementary School shall be referred to herein as the "Premises."
2. TERM. The term of this Lease begins on July 1, 2017 and terminates on June 30, 2020. By mutual agreement, this Lease may be renewed annually for additional years, with at least ninety (90) days written notice to both parties of the intent to renew or not to renew this Lease. Landlord or Tenant may terminate this Lease at any time for any reason, or no reason, upon thirty (30) days written notice to the other party.
3. RENT. For the space in the building occupied by the Tenant, the Landlord will charge rent at \$8.00 square foot. Current space occupied is 832 square feet, for a total of \$6,656.00 per year. This Lease is subject to appropriation of the necessary funding for services by Wayne's Town Meeting for the period of July 1, 2017 to June 30, 2020 and for any extensions thereafter.
4. UTILITIES AND JANITORIAL SERVICES. Included in rent.
5. USE OF PREMISES. Tenant shall use the Premises solely for governmental activities for the Town of Wayne, at any time and on any day during terms of this Lease. Tenant is also entitled to use the gymnasium and library when not in use by the school.
6. MAINTENANCE, REPAIR AND SECURITY. Tenant may be responsible for basic maintenance to the building, and minor repairs or replacements as needed through daily use, but not for any major structural repairs or changes. Plowing will be provided through the Landlord's plowing contract. Tenant will reimburse Landlord for square footage of parking lot designated for Tenant use. Tenant will be charged 23% of the plowing contracts for 2017-2018, 2018-2019, and 2019-2020. This reimbursement is in addition to the amount paid for rent. Tenant will pay an additional \$10.00 per month (\$120.00 per year) for requested security system modifications if implemented.
7. INDEMNIFICATION AND LIABILITY. Tenant hereby agrees to indemnify and hold Landlord harmless from and against any and all claims for equipment and its contents in the building for fire, theft and general liability. Both Landlord and Tenant shall indemnify and hold each other harmless from and against all claims, demands, actions, suits and expenses for injury to person or property occurring on or about the Premises if caused by the negligence of either party. Landlord shall insure the building for fire, theft, and general liability purposes. Landlord

and Tenant shall name each other as an additional insured on Certificates of Insurance. Nothing herein shall constitute a waiver of any immunities or defenses available to either party under the Maine Tort Claims Act or other applicable law.

8. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Lease or sublet the Premises or any part thereof without the prior written consent of Landlord.

9. GOVERNMENTAL REGULATIONS. Tenant shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes, rules and regulations now or hereafter in force.

10. DISPUTES. Any disputes or unanticipated situations arising out of this Lease Agreement shall be resolved by mutual agreement.

11. DEFAULT. If Tenant shall default in the performance of any of its covenants, agreements or obligations hereunder, Landlord may lawfully, immediately and at any time thereafter, and without further notice or demand, and without prejudice to any other remedies, enter into and upon the Premises or any part thereof, in the name of the whole, or mail a notice of termination addressed to Tenant at the address set forth in paragraph 13 below, and upon such entry or mailing this Lease shall immediately terminate.

12. ACCESS OF LANDLORD. Landlord shall have reasonable access at all times to the Premises for the purpose of examining the same, or to make any major structural repairs deemed necessary by Landlord. Tenant may change the locks on the building but must provide Landlord with a new key within 24 hours of installation.

13. NOTICES. Any notice, demand, request or other instrument which may be or are required to be given under this Lease shall be delivered in person or sent by certified mail; postage prepaid and shall be addressed as follows:

LANDLORD

Donna H. Wolfrom, Superintendent  
RSU No. 38  
45 Millard Harrison Drive  
Readfield, Maine 04355

TENANT

Aaron Chrostowsky, Manager  
Town of Wayne  
48 Pond Road  
Wayne, Maine 04284

14. MISCELLANEOUS.

(a) The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of this Lease, nor in any way affect this Lease.

(b) If any provision of this Lease or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstance other than those as to which it is invalid or

unenforceable shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

(c) This Lease constitutes the entire agreement between Landlord and Tenant with respect to the subject matter contained herein. This Lease cannot be amended except by written instrument executed by Landlord and Tenant.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date first above written.

WITNESSETH:

LANDLORD

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

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

Its: Superintendent

Print name: Donna H. Wolfrom

TENANT

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

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

Its: Manager

Print name: Aaron Chrostowsky

## Control of the Roads

This Chapter concerns control over the use of municipal roads. Among the topics discussed are traffic and parking ordinances, setbacks, excavations, road standards ordinances, barriers and obstructions.

### Traffic and Parking Ordinances

**Authority to Regulate Traffic on Town Ways.** Maine law authorizes the municipal officers (not the voters) exclusive authority to enact ordinances regulating traffic and parking on public ways.<sup>1</sup> Traffic regulation includes the power to erect yield signs, stop signs and other traffic control devices; to designate ways and portions of ways as being closed to through trucks; and to designate which roads are one-way or two-way. It also includes control of pedestrian traffic on the public ways, and the placement of crosswalks. (Control over the weights of vehicles used on roads is discussed in Chapter 5.) However, in order to exercise this authority to regulate traffic and parking on public roads, the municipal officers must enact a traffic ordinance. In the absence of an ordinance, the placement of “stop,” “yield,” and “no parking” signs on public roads has no effect.

Parking ordinances can designate where and when parking is allowed on municipal public ways. Parking ordinances can include provisions for towing illegally parked cars (see *Towing Illegally Parked Vehicles*, below). Parking ordinances *must* comply with the handicapped access provisions of State law.<sup>2</sup> Owners of private off-street parking areas must arrange for private enforcement of handicapped parking restrictions or contract with local or county law enforcement officials for enforcement of the same. Violation of a local parking ordinance is a civil violation, but the ordinance can allow for payment of a waiver fee by the violator to the municipality in lieu of court action; for example, if a ticket for illegal parking is paid within one week, the fee is \$5.00; but if court action is taken, the minimum fine is \$25.00. Appendix L contains a sample parking ordinance.

**Authority to Regulate Traffic on State and State-Aid Roads.** Under Maine law, municipalities have the authority to regulate parking on public ways within their boundaries, which for these purposes includes all ways owned and maintained by the State, a county or a municipality, including state and state-aid highways.<sup>3</sup> MaineDOT also has this authority but generally defers to municipal regulation. Traffic control devices (such as stop signs and traffic lights) on state and state-aid highways are within the jurisdiction of MaineDOT.<sup>4</sup> Municipal officers wishing to locate or regulate traffic control devices on state and state-aid highways can do so with MaineDOT’s permission; for details, call MaineDOT’s Traffic Engineering Division at (207) 624-3620, or your local MaineDOT Regional Traffic Engineer.

**Manual on Uniform Traffic Control Devices (MUTCD).** The MUTCD serves as the national standard for all traffic control on all public ways in the United States. It is applicable to all streets and highways open to public travel and serves as the standard for all government and public agencies. It sets forth basic principles and prescribes standards for the design, application, installation, and maintenance of the various types of traffic control devices used on public streets and highways. Included are requirements for color, size, shape, location and need for the control devices. It contains nine “parts” that deal with matters such as highway signs, pavement markings, signals, work zones, grade crossings and bicycle facilities.

Although there is no specific Maine law requiring a municipality to follow the MUTCD, there is no other “standard” when it comes to traffic control devices. The MUTCD has been in existence in some form since the 1930’s and all states have adopted this Manual, or a stricter version, as the state standard. MaineDOT adopted it on January 1, 1972 and it serves as the standard on all State roads. The federal government’s Uniform Vehicle Code also requires all states to adopt a uniform manual. In 1966, the Secretary of Transportation decreed that “all traffic control devices on all streets and highways in each state shall be in substantial conformance with standards issued or endorsed by the Federal Highway Administration.”

When Maine towns and cities require guidance in town way markings and traffic control devices, they should follow the standards in the MUTCD. *However, in order to require compliance with MUTCD, a municipality should, through its traffic regulation ordinance enacted under 30-A M.R.S.A. § 3009, adopt the MUTCD by reference.* Whether it is traffic signs, or pavement markings, or work zone devices, or deciding to replace a “yield” sign with a “stop” sign, or any other aspect of traffic control, the Manual should be consulted for the proper applications. Details on this Manual’s availability can be obtained from the Maine Local Roads Center at (207) 624-3270, or online at: <http://mutcd.fhwa.dot.gov>.

**Enforcement of Local Parking and Traffic Ordinances.** Local parking and traffic violations are civil violations.<sup>5</sup> The District Attorney has the authority, but has no duty, under State law to prosecute civil actions on behalf of a municipality.<sup>6</sup> Civil actions are prosecuted in District Court, and the municipality must be represented either by an attorney or by a police officer certified to represent the municipality.<sup>7</sup> All traffic and parking ordinances should state that, in addition to any fine imposed on a violator, the municipality is entitled to recover reasonable attorney’s fees and court costs incurred in the prosecution of a violation. There is no guarantee that the court will award attorney’s fees, but it cannot hurt to ask.

**Towing Illegally Parked Vehicles.** Some parking ordinances contain a provision allowing the municipality to tow a vehicle that is illegally parked, or has outstanding tickets, or that obstructs snowplowing. To avoid constitutional problems, such ordinances

should contain a provision by which owners of towed cars receive timely notice of the tow (through announcement of parking bans, for example), and are allowed to be heard on the matter after the tow. Appendix L contains sample language that may be added to a parking ordinance to provide for towing of illegally parked vehicles.

Even without an ordinance, State law permits the towing of vehicles in some situations. For example, law enforcement officers (including local law enforcement and constables where authorized at the local level) may tow vehicles that interfere with snow removal or with the normal movement of traffic (e.g., a car parked in the travel way). The towed vehicle is to be removed and placed in a suitable parking place. Towing and storage charges are the owner's responsibility. No fine should be charged in this situation unless the owner is provided (after the tow) with notice and a hearing.<sup>8</sup>

**Motor Vehicles on Icebound Lakes.** Municipal officers may regulate motor vehicles on icebound lakes.<sup>9</sup> An ordinance of this nature is not enforceable unless all municipalities abutting the lake have the identical ordinance in effect. Snowmobiles and ATVs cannot be regulated under this provision, as they are not "motor vehicles" as defined in State law.<sup>10</sup>

**Speed Limits.** Only qualifying municipalities have full responsibility and authority to set speed limits on "qualifying roads" (town ways classified by MaineDOT as "local"—not state or state-aid highways). A "qualifying municipality" is one that has a population of 2,500 or more (as measured in the last U.S. census) or that employs a State-licensed professional engineer. If a qualifying municipality decides to set speed limits, it must notify the Commissioner of Transportation in writing of that decision and thereafter shall set speed limits for all local roads within the municipality. The municipal officers must adopt or amend a traffic ordinance under their trafficking—regulating authority to support the establishment of speed limits, must perform a traffic investigation in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) before establishing speed limits, and must post standard traffic signs in accordance with the MUTCD.<sup>11</sup> MaineDOT may require a municipality with a population of five thousand or more that has not sent written notice to the Commissioner of intent to adopt speed limits to provide MaineDOT with all data necessary to set speed limits. MaineDOT has exclusive authority for those municipalities that do not qualify for setting their own speed limits.

**No-passing Zones.** With the approval of a municipality's legislative body, that municipality may request MaineDOT's Commissioner to designate a segment of a two-lane roadway located in a primarily residential area as a "no-passing zone."<sup>12</sup>

**Regulation of Roadside Signs.** The "billboard law" controls the types of signs which may be located on public ways, including municipal roads.<sup>13</sup> The billboard law does not apply to traffic control signs, but focuses primarily on business advertisements. It also

regulates political campaign signs inside the road right of way. A municipality may enact its own roadside sign (billboard) ordinance as long as the ordinance is stricter than State law.

**Changeable On-Premise Signs.** Maine has a changeable sign law that permits the placement of on-premise signs that fully comply with the State law.<sup>14</sup> (A changeable sign is one in which the message may be electronically, mechanically or digitally changed.) MaineDOT administers the sign law but municipalities may enact ordinances with different standards that regulate the display of messages, provided the municipality both administers its own ordinance and notifies MaineDOT in writing of the ordinance. For questions and information, contact MaineDOT, Control Section, at (207) 624-3620.

**Adopt-A-Highway Program.** This is a beautification of state highways program.<sup>15</sup> The work is to be performed under rules promulgated by the Commissioner of Transportation, and municipalities are not liable for damages arising out of these activities. By act of the Legislature this program has been extended to include town ways.<sup>16</sup> Information on this program is available from MaineDOT's Community Services Division at (207) 624-3266.

## **Excavations in the Public Way**

Maine law allows for excavations in public ways, with appropriate permits.<sup>17</sup> Permits for such excavations are commonly known as "street opening" permits. Excavations also may be regulated by local ordinance adopted under the municipality's home rule power.<sup>18</sup> State law outlines the procedure for issuing an excavation permit. Any person seeking to excavate in a public way first must obtain an excavation permit from the municipal public works authority.<sup>19</sup> In cases where a municipality paves or performs substantial improvements on a town way, provided notice is given to all property owners abutting the way, a five-year moratorium against all street openings results following the paving or improvements. The municipality can issue a permit notwithstanding the moratorium, but require the permit holder to pay for the costs of repair. In emergencies, the road commissioner or the municipal officers may issue a permit for street openings for the repair of gas, water, steam, oil lines and other liquids.

If a municipality wants more detail or guidelines in the control of excavations, a local ordinance should be adopted. Sample ordinance and permit language for excavations is included in Appendix M. Most of these samples pertain to State roads, but can be modified for local roads.

**Excavations for Underground Utilities.** Maine law requires a permit from the municipal officers to locate and install underground utilities (electricity, communications, sewer, water, gas, oil, etc.) in or under any town way or public easement; this is known as a "location permit."<sup>20</sup> The permit must state, at a minimum, the time during which the

excavation will occur, the place of excavation, and the number of square yards of surface which may be disturbed.<sup>21</sup> Appendix M contains a sample utility excavation permit for State roads; this can be modified for local roads.

**Dig Safe.** Underground facility operators (such as Central Maine Power Co.) are required to participate in the so-called “Dig Safe” program.<sup>22</sup> In general, this law requires anyone, whether a utility, a private contractor, a municipal public works department or a homeowner, wishing to “excavate,” whether in the right-of-way of a public way or outside of it, to call the Dig Safe system at 1-888-DIGSAFE ((207) 344-7233) at least three days prior to excavation. The term “excavation” means any breaking of the ground surface and includes road grading, sign post installation, trenching and more. Upon receipt of notice from the Dig Safe system, the appropriate utilities will mark their facilities located in the area of the proposed excavation. For additional information, see <http://www.digsafe.com/>.

## Setbacks

There is no general setback requirement for structures from town ways and public easements. There is a setback requirement from state and state-aid highways.<sup>23</sup> Many municipalities have setback provisions in various ordinances, such as a building ordinance, minimum lot size ordinance, zoning ordinance or subdivision ordinance. These provisions must be read carefully to determine whether they apply to all roads (public and private) or just to town ways and public easements. Also, a local setback provision should clearly state the point from which the setback is measured. For example, the setback may be measured from the edge of the travel way, the edge of the road right-of-way, or from the centerline of the traveled way. These are different points of the road and will result in different points of setback.

A setback provision stating that structures must be set back a certain number of feet *from the property line* can cause problems because, in most cases, the landowner owns to the centerline of the road.<sup>24</sup> For example, a setback that is “25 feet from the property line” could allow a structure within only five or ten feet from the edge of the traveled way.

## Sidewalks

A municipality must maintain sidewalks existing within the right-of-way of a town way, and is responsible for injuries caused by defects in the sidewalk.<sup>25</sup> However, municipalities are *not* liable for injuries caused by snow or ice or slippery conditions on sidewalks.

A municipality is not responsible for the maintenance of sidewalks not located within the bounds of a town way and may not maintain sidewalks along privately owned roads.

With respect to sidewalks located within the right-of-way of roads maintained by the State, MaineDOT does not maintain them.

## **Falling Ice and Snow**

A municipality may enact and enforce an ordinance that requires property owners to install roof guards as necessary to protect pedestrians and vehicles using the adjacent streets and sidewalks.<sup>26</sup>

## **Location Permits**

Utilities are required to obtain a location permit from the municipal officers before placing utility lines, poles or pipes over, along or under public streets, town ways and state and state-aid highways in compact areas.<sup>27</sup> A strict reading of these statutes indicates that the municipal officers have no authority to issue location permits on, over, along or under public easements, but practically, the municipalities do issue these since utilities must obtain the issuance of a location permit in order to utilize their easement rights in public easements.

## **Mail Routes and Mailboxes**

A municipality has no particular obligation to plow roads to allow for mail delivery. Similarly, a municipality has no authority to plow privately owned roads just because mail is delivered on the road. An archaic requirement to maintain an apparatus for opening snowbound ways served by a mail route is still on the books but its applicability is uncertain.<sup>28</sup>

A municipality is not generally liable for damage done to mailboxes located in the road right-of-way. Conversely, a municipality is responsible for damage it causes to mailboxes located outside the right-of-way (if any such mailboxes exist). To maintain good public relations, some municipalities pay a portion of the replacement cost of a damaged mailbox even if it is located inside the right-of-way.

## **Obstructions**

Since the municipality may be liable for injuries caused by obstructions in town ways, the primary concern is to remove the obstruction. This can often be accomplished by notifying (by telephone or mail if possible) the person responsible for creating the obstruction, and demanding immediate removal. If this fails, and if the obstruction is located in the traveled portion of the town way, the road commissioner or municipal officers should have the obstruction removed and should seek to recover expenses of removal from the responsible party. A number of statutes, outlined below, provide for

municipal authority to deal with obstructions. In addition, Appendix O contains a sample letter notifying a violator of the problem, and recommended action, and Appendix P is a sample notice demanding payment for road repair.

If, however, the obstruction (such as a post or column) is located within the right-of-way, but outside of the traveled portion of the town way (in the road shoulder, for example), and the abutter refuses to remove the obstruction when requested to do so by the municipality, the municipality should not attempt to exercise “self-help” and remove the obstruction. Instead, the municipality should file suit seeking to have the abutter who constructed or placed the obstruction in the right-of-way ordered to remove it. Otherwise, the abutter could sue the municipality, alleging that its property was taken without due process of law and without payment of just compensation. (The municipality also might remind the abutter, in the written notice to remove the obstruction, that the abutter could be liable for property damage and personal injury caused by the obstruction.<sup>29</sup>)

Various laws address different types of obstructions and how municipal officials can have them removed:

- The criminal code makes it an offense (a Class E crime, up to six months imprisonment and a fine of up to \$1,000) to obstruct a public way after having been ordered by a law enforcement officer to remove the obstruction.<sup>30</sup> The State Police, county sheriffs, or local police authorized to handle criminal matters may enforce this law, and prosecution is handled by the District Attorney.
- The local highway law authorizes the municipal officers (or an abutter with the municipal officers’ written permission) to remove obstructions from roads which have been abandoned but which still exist as public easements.<sup>31</sup> This provision is useful in situations where a person living along an abandoned road puts up gates or bars.
- The local highway law authorizes the municipal officers or road commissioner to remove lumber, logs, and other obstructions from the public ways.<sup>32</sup> Such obstructions are deemed nuisances, and the person responsible for creating the obstruction is responsible for costs of removal, including costs of prosecution.<sup>33</sup> This is a civil matter.
- The local highway law authorizes the municipal officers to take immediate action, through the road commissioner or on their own if the road commissioner should fail to act within twenty-four hours of their order, to remedy any safety hazard on town ways or public easements maintained by the town.<sup>34</sup> This broad authority can include situations where the safety hazard is an obstruction in the road. The local highway law makes it a civil violation (punishable by a fine of up to \$50 and costs for the first offense and up to \$100 and costs for the second) to obstruct the flow of water in ditches or drains along the public ways. Interference with ditches, drains or culverts

that are under municipal control is punishable by a fine of up to \$500, up to three months' imprisonment or both.<sup>35</sup>

- State law contains the following prohibitions and restrictions: (1) No person may place snow or slush in the public way that has not accumulated there naturally; (2) No person may place substances injurious to feet or tires in the public way (such substances include metal, glass, nails and wire, among other things); (3) A person may not operate a vehicle on the public way with a load that is not secure from falling off the vehicle, e.g., pulp, lumber, woodchips, sawdust, gravel, etc. This includes covering loads as necessary.<sup>36</sup> The law containing these prohibitions and restrictions does not contain a penalty provision; however, within the general provisions of the Title containing this law, it provides that any violation of these prohibitions is a traffic infraction, the exclusive penalty for which is a fine of not less than \$25 nor more than \$500, suspension of a license, or both.<sup>37</sup>
- The criminal code declares that the obstruction of public ways is a public nuisance. A nuisance of this sort can be prosecuted as a civil action in Superior Court.<sup>38</sup>
- The conservation statutes prohibit obstructions of privately owned, discontinued or abandoned but improved woods roads used for the removal of forest growth, if the road is suitable for forest fire suppression; however, this prohibition does not prohibit a landowner, private or municipal, from closing such woods roads by gates or chains.<sup>39</sup>

## **Damage to Roads by Oversized and Overweight Vehicles**

The laws on motor vehicles regulate the height, width, length and weight of vehicles on public ways.<sup>40</sup>

**Height, Width, Length and Weight Limits.** State law sets limitations on motor vehicle dimensions: weight, height, width and length limits.<sup>41</sup> Motor vehicles that exceed these dimensional standards may operate on public roads under permit issued by the municipal officers.<sup>42</sup> The municipal officers may by permit allow oversized vehicles to use or cross ways and bridges maintained by the municipality.<sup>43</sup> Any such permit should include the posting of a bond to pay for any damage caused to the road, or at a minimum should include a written guarantee by the vehicle owner to pay for any damage.<sup>44</sup> A person is liable for damaging public roads even in the absence of an agreement or permit condition.<sup>45</sup>

The question of how much should the municipal officers require in a bond is difficult to answer but often asked. Generally speaking, though, the bond amount should take into account the damage likely to result from oversized vehicles using the road, and include

the costs for pavement, gravel, culvert replacement (if applicable), and any other materials costs the town will incur in order to restore the road to the same condition.

See Chapter 5 for additional discussion about weight limitations.

**Violations.** In general, violators of these laws are subject to a fine (\$25 minimum to \$1,000 maximum for each offense).<sup>46</sup> However, several of these sections contain slightly different penalty provisions.

## **Naming Streets and Roads**

The authority to name streets and roads rests with the legislative body, but can be delegated to the municipal officers or some other body such as a road designation committee. The developer often names a road built by a private developer, such as a subdivision road, and that name will usually continue if the road is accepted as a public easement or town way. A municipality may change the name given a street by the developer; this is usually done when the new street is given a name already assigned to another road in the municipality.

In an effort to facilitate E-911 response times, many municipalities have changed street names or have installed street signs. Note that no State statute generally requires physical signage for public or private roads named by the town for E-911 purposes. There certainly is a public interest and purpose served by erecting signage to support the effectiveness of the E-911 program, and so there is a public purpose in spending public funds for this purpose, even for signs on private roads. In the event that the municipality does erect signage for private roads, it should make sure that the signage is placed in the right-of-way of a town way, or if it must be placed on private property, that permission and a right of access (preferably through a written easement, accepted by the municipal legislative body and recorded in the registry of deeds) is obtained from the private landowner. In this way, the municipality will be assured legal access to the private property for placement and maintenance of the signage.

## **Barriers**

**Barriers on Town Ways and Public Easements.** Some towns put cables or wires across roads that have been discontinued or closed to winter maintenance. These cables can injure snowmobilers or other off-road vehicle users. Maine law requires a municipality to clearly mark any cables or other barriers across a town way with fluorescent tape or similar material so as to be visible at a “reasonable stopping distance” to persons on snowmobiles, ATVs, dirt bikes and similar vehicles.<sup>47</sup> The law only mentions town ways, but we recommend marking barriers across public easements as well. The statute requires

the municipal officers to cause these barriers to be inspected periodically to ensure that the markings remain visible.

**Speed Bumps, Humps and Tables.** Several municipalities have installed raised speed bumps or speed tables and other so-called “traffic calming” devices on public ways in an effort to slow motor vehicle traffic. Municipal officials frequently call to inquire whether a municipality has any liability for personal injury or property damage claims that might arise out of the use of such traffic control devices. The answer is that there are no Maine cases addressing the issue of whether such traffic control devices constitute a street defect that would give rise to municipal liability under the Highway Defect Act.<sup>48</sup> (See Chapter 9, “Liability.”) A court in at least one other state has held that a speed bump, even when clearly marked with a warning sign, constitutes a street defect.

However, State law provides that objects “which exist in accordance with municipal ordinances are not defects in a public way.”<sup>49</sup> Therefore, municipalities seeking to use speed bumps, humps or tables as traffic control devices in the right-of-way should adopt or amend ordinances to expressly authorize their location in the public way and to thereby minimize municipal liability for these devices.

More recently, road engineers have used “speed humps” as a device for traffic control. A speed hump differs from a speed bump in that it spreads its four-inch rise over a twelve to fifteen foot section of roadway, and so does not constitute a sudden bump. This design appears to be more forgiving to both car and driver, but a liability concern still exists regarding their use. For more information about this traffic control technique, call the Maine Local Roads Center at (207) 624-3270 or 1-800-498-9133.

## **Road Standards Ordinances**

Many municipalities have enacted road standards ordinances requiring that public and/or privately owned roads meet certain dimensional and construction standards. Standards may be part of a subdivision ordinance and apply only to subdivision roads, or the standards may be part of an ordinance applicable to all roads. A municipality also may have road standards governing private roads that provide access and frontage to so-called “backlots” (lots with insufficient frontage, or no frontage, to be used or built upon under the local zoning ordinance or building code). It is important to review a road standards provision carefully to determine whether or not it applies to all roads.

Typically, a road standards ordinance contains a provision that a road cannot be presented for acceptance as a public way unless it meets the standards. However, even if a road is built to or beyond ordinance standards, the municipality has no legal obligation to accept it as a public easement or town way; see discussion of “conditional acceptance” in Chapter 2, “Creation of Municipal Road Interests.”

## **Enforcing State Laws and Local Ordinances**

It usually is easier to write a law than to enforce it. With luck, enforcement may be as simple as notifying the violator to correct the problem, and the violator will do so without further ado. More often, further action is needed. Where the municipality has already repaired the damage or corrected the problem at its expense, it may recover those expenses in a civil action.<sup>50</sup>

A standard procedure may streamline enforcement, as follows:

- First, determine who in the municipality is properly in charge of the investigation and enforcement of violations. Usually the municipal officers will be in charge, but they can authorize the road commissioner to handle this. Likewise, the code enforcement officer or local law enforcement officer can be authorized by the municipal officers to enforce laws and ordinances relating to the public ways.
- Second, determine in each particular case what laws or ordinances have been violated and who is responsible for causing the violation. There may be firsthand evidence (catching the overweight truck on the posted road, for example), or there may be nothing more to start with than a suspicion, in which case further investigation is necessary.
- Third, after having identified the alleged violator, determine what course of action to take. This will vary depending on the nature of the violation. For example, if someone has obstructed the public way, the municipal officers can take immediate action (removal), or they can notify the violator in writing to remove the object within a certain time or legal action will follow. If the violation cannot be undone, such as physical damage to the road surface, the violator should be notified to pay (if no bond was posted) or risk court action. Appendix P includes a sample demand letter for this purpose.
- Fourth, if a demand letter fails, the municipality should determine whether to pursue the matter in court. Most state laws and local ordinances are civil matters, not criminal matters, so the municipality must hire a private attorney. This can be avoided if the municipality has a CEO who is Rule 80K certified and authorized to enforce the ordinance in question (if the ordinance is among those listed in 30-A M.R.S.A. § 4452), or if the municipality has police officers certified to represent it in court under 30-A M.R.S.A. § 2671 (depending upon whether the police officers have jurisdiction over the violation).

As a final recommendation, be certain when drafting an ordinance to state who on the local level enforces it, the fine, that all fines accrue to the municipality, and that if court

action is necessary, the municipality is entitled to recover reasonable attorney's fees and court costs if it prevails.

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<sup>1</sup> Title 30-A M.R.S.A. § 3009.

<sup>2</sup> 30-A M.R.S.A. § 3009.

<sup>3</sup> 29-A M.R.S.A. § § 2068-2069.

<sup>4</sup> 23 M.R.S.A. § 1351.

<sup>5</sup> 30-A M.R.S.A. § 3009.

<sup>6</sup> 30-A M.R.S.A. § 282.

<sup>7</sup> 30-A M.R.S.A. § 2671.

<sup>8</sup> 29-A M.R.S.A. § 1851, *et seq.*

<sup>9</sup> 30-A M.R.S.A. § 3009.

<sup>10</sup> 29-A M.R.S.A. § 101(42).

<sup>11</sup> 30-A M.R.S.A. § 3009.

<sup>12</sup> 29-A M.R.S.A. § 2085.

<sup>13</sup> 23 M.R.S.A. § § 1901-1925.

<sup>14</sup> 23 M.R.S.A. 1914(11-A).

<sup>15</sup> In 1998, the Maine Legislature created the Adopt-A-Highway program to permit businesses and nonprofit community organizations to participate in litter control and beautification programs on all state highways (23 M.R.S.A. § 1117).

<sup>16</sup> P.L. 1999, c. 152, § G-1.

<sup>17</sup> 23 M.R.S.A. § § 3351-3381.

<sup>18</sup> Until 1999, State law distinguished between cities and towns, giving the former greater authority to regulate street excavations; however, P.L. 1999, c. 337 amended State statute so that cities and towns now have equal authority in this regard.

<sup>19</sup> 23 M.R.S.A. § § 3351-3360.

<sup>20</sup> 35-A M.R.S.A. § 2501, *et seq.*

<sup>21</sup> 35-A M.R.S.A. § § 2507-2513.

<sup>22</sup> Dig Safe is a damage prevention system created by the Legislature effective January 1, 1993 (23 M.R.S.A. § 3360-A).

<sup>23</sup> 23 M.R.S.A. § 1401-A.

<sup>24</sup> 33 M.R.S.A. § 465.

<sup>25</sup> *Wells v. Augusta*, 135 Me. 314 (1938); *Moriarty v. City of Lewiston*, 57 A.790, 98 Me. 482 (1904), and *Morgan v. City of Lewiston*, 40 A.54, 91 Me. 566 (1898). However, municipalities are *not* liable for injuries caused by snow or ice or slippery conditions on sidewalks (23 M.R.S.A. § 3658).

<sup>26</sup> 30-A M.R.S.A. § 3007.

<sup>27</sup> 35-A M.R.S.A. § 2501 *et seq.*

<sup>28</sup> 23 M.R.S.A. § 3202.

<sup>29</sup> See *Town of Naples v. Yarcheski*, CV-02-245 (Me. Super. Ct., Yor. Cty., Oct. 29, 2003), in which the Superior Court ordered defendants to remove concrete-filled lally columns from their land, located within the Town's right-of-way. The Court also enjoined them from placing any structures within the right-of-way without permission from the Town.

<sup>30</sup> 17-A M.R.S.A. § 505.

<sup>31</sup> 23 M.R.S.A. § 3028(3).

<sup>32</sup> 23 M.R.S.A. § 3452.

<sup>33</sup> 23 M.R.S.A. § 3453.

<sup>34</sup> 23 M.R.S.A. § 2701.

<sup>35</sup> 23 M.R.S.A. § § 3251, 3252 and 3253.

<sup>36</sup> 29-A M.R.S.A. § 2396.

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<sup>37</sup> 29-A M.R.S.A. § § 103, 104.

<sup>38</sup> 17 M.R.S.A. § 2802.

<sup>39</sup> 12 M.R.S.A. § 9602.

<sup>40</sup> Title 29-A M.R.S.A. § § 2350-2383.

<sup>41</sup> Title 29-A M.R.S.A. § § 2352-2365 establish motor vehicle weight limitations. Title 29-A M.R.S.A. §§2380-2390 establishes maximum motor vehicle dimensions (height and width limits).

<sup>42</sup> 29-A M.R.S.A. § 2381 authorizes a permit to allow motor vehicles that exceed these dimensional standards to be operated on public ways.

<sup>43</sup> 29-A M.R.S.A. § § 2382, 2383.

<sup>44</sup> 29-A M.R.S.A. § 2388.

<sup>45</sup> *Freedom v. Weed*, 40 Me. 383 (1855).

<sup>46</sup> 29-A M.R.S.A. § 2388.

<sup>47</sup> 23 M.R.S.A. § 3272.

<sup>48</sup> 23 M.R.S.A. § 3655.

<sup>49</sup> *Vicksburg v. Harralson*, 136 Miss. 872, 101 So.713 (1924); See 23 M.R.S.A. § 3651(1).

<sup>50</sup> *Freedom v. Weed*, 40 Me. 383 (1855).

# *Town of Wayne*

P.O. Box 400; 48 Pond Road

Wayne, ME 04284

Phone: (207) 685-4983 Fax: (207) 685-3836

<http://www.waynemaine.org>

## **Notice of Restricting Vehicle Weight on Posted Ways**

Under authority of Title 29-A, MRSA §2395 and Title 30-A MRSA §3009, the following town highways will be temporarily posted to prevent damage to town ways and bridges in the Town of Wayne which may be caused by vehicles with excessive weight, to lessen safety hazards and the risk of injury to the traveling public, to extend the life expectancy of town ways and bridges, and to reduce the public expense of their maintenance and repair.

The following town highways will be temporarily closed to vehicles of excessive weight from early February 21 to May 15, 2017. Any town highway may be temporarily be closed or re-opened to vehicles of excessive weight as conditions permit.

Berry Road	Besse Road
Bridge Street	Coolidge Road
Cross Road	Fairbanks Road
Gott Road	Green True Road
Hardscrabble Road	Hathaway Road
House Road	Innes Ridge Road
Kents Hill Road	King's Highway
Lake Street	Lakeshore Drive
Leadbetter Road	Lincoln Point Road
Lord Road	Lovejoy Pond Road
Maxim Road	Memorial Park Lane
Morrison Heights Road	Mount Pisgah Road
North Wayne Road	Old Winthrop Road
Pond Road	Richmond Mills Road
Strickland Ferry Road	Tucker Road
Walton Road	

If you have any questions about the condition of a road or need a permit, please don't hesitate to contact the Road Commissioner at the Wayne Town Office, 48 Pond Road, Wayne, ME 04284 or (207) 685-4983.

**Board of Selectmen**

**Town of Wayne**  
Incorporated February 12, 1798

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48 Pond Rd.  
Wayne, Maine 04284

Telephone: 207 685-4983  
Fax: 207 685-3836

**Ordinance Restricting Vehicle Weight on Posted Ways**

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**Section 1. Purpose and Authority**

The purpose of this "Ordinance Restricting Vehicle Weight on Posted Ways" (hereinafter, the "Ordinance") is to prevent damage to town ways and bridges in the Town of Wayne which may be caused by vehicles of excessive weight, to lessen safety hazards and the risk of injury to the traveling public, to extend the life expectancy of town ways and bridges, and to reduce the public expense of their maintenance and repair. This ordinance is adopted pursuant to 30-A M.R.S.A. § 3009 and 29-A M.R.S.A. §§ 2395 and 2388.

**Section 2. Definitions**

The definitions contained in Title 29-A M.R.S.A. shall govern the construction of words contained in this Ordinance. Any words not defined therein shall be given their common and ordinary meaning.

**Section 3. Restrictions and Notices**

The municipal officers may, either permanently or seasonally, impose such restrictions on the gross registered weight of vehicles as may, in their judgment, be necessary to protect the traveling public and prevent abuse of the highways, and designate the town ways and bridges to which restrictions shall apply.

Whenever notice has been posted as provided herein, no person may thereafter operate any vehicle with a gross registered weight in excess of the restriction during any applicable time period on any way or bridge so posted unless otherwise exempt as provided herein.

The notice shall contain, at a minimum, the following information: the name of the way or bridge, the gross registered weight limit, the time period during which the restriction applies, the date on which the notice was posted, and the signatures of the municipal officers. The notice shall be conspicuously posted at each end of the restricted portion of the way or bridge in a location clearly visible from the traveled way.

Whenever a restriction expires or is lifted, the notices shall be removed wherever posted. Whenever a restriction is revised or extended, existing notices shall be removed and replaced with new notices. No person may remove, obscure or otherwise tamper with any notice so posted except as provided herein.

#### **Section 4. Exemptions**

Vehicles that are exempt from the Maine Department of Transportation's (MDOT) "Rules and Regulations Restricting Heavy Loads on Closed Ways" dated December 31, 1996 and amended on March 4, 1998, a copy of which is attached hereto and is hereby incorporated as part of this Ordinance, March 4, 1998, a copy of which is attached hereto and is hereby incorporated as part of this Ordinance, (Attachment E to this Information Packet) , are exempt from this Ordinance. In addition, any vehicle delivering home heating fuel and operating in accordance with a permit issued by the MDOT under 29-A M.R.S.A. § 2395 (4) and, when necessary during a period of drought emergency declared by the governor, any vehicle transporting well-drilling equipment for the purpose of drilling a replacement well or for improving an existing well on property where that well is no longer supplying a sufficient water for residential or agricultural purpose and operating in accordance with a permit issued by the MDOT under 29-A M.R.S.A. § 2395 (4-A)

#### **Section 5. Permits**

The owner or operator of any vehicle not otherwise exempt as provided herein may apply in writing to the municipal officers for a permit to operate on a posted way or bridge notwithstanding the restriction.

The municipal officers may issue a permit only upon all of the following findings:

- (a) no other route is reasonable available to the applicant;
- (b) it is a matter of economic necessity and not mere convenience that the applicant use the way or bridge; and
- (c) the applicant has tendered cash, a bond or other suitable security running to the municipality in an amount sufficient, in their judgment, to repair any damage to the way or bridge which may reasonably result from the applicant's use of same.

Even if the municipal officers make the foregoing findings, they need not issue a permit if they determine the applicant's use of the way or bridge could reasonably be expected to create or aggravate a safety hazard or cause substantial damage to a way or bridge maintained by the municipality. They may also limit the number of permits issued or outstanding as may, in their judgment, be necessary to preserve and protect the highways and bridges.

In determining whether to issue a permit, the municipal officers shall consider the following factors:

- (a) the gross registered weight of the vehicle;
- (b) the current and anticipated condition of the way or bridge;
- (c) the number and frequency of vehicle trips proposed;
- (d) the cost and availability of materials and equipment for repairs;
- (e) the extent of use by other exempt vehicles; and
- (f) such other circumstances as may, in their judgment, be relevant.

The municipal officers may issue permits subject to reasonable conditions, including but not limited to restrictions on the actual load weight and the number or frequency of vehicle trips, which shall be clearly noted on the permit.

**Section 6. Administration and Enforcement**

This Ordinance shall be administered and may be enforced by the municipal officers or their duly authorized designee (such as road commissioner, code enforcement officer or law enforcement officer).

**Section 7. Penalties**

Any violation of this Ordinance shall be a civil infraction subject to a fine of not less than \$250.00 nor more than \$1000.00. Each violation shall be deemed a separate offense. In addition to any fine, the municipality may seek restitution for the cost of repairs to any damaged way or bridge and reasonable attorney fees and costs. Prosecution shall be in the name of the municipality and shall be brought in the Maine District Court.

**Section 8. Amendments**

This Ordinance may be amended by the municipal officers at any properly noticed meeting.

**Section 9. Severability; Effective Date**

In the event any portion of this Ordinance is declared invalid by a court of competent jurisdiction, the remaining portions shall continue in full force and effect. This Ordinance shall take effect immediately upon enactment by the municipal officers at any properly noticed meeting.

**Posted Road Permit - 2017**

Lee Goucher  
**Goucher Forest & Excavation**  
99 Kents Hill Road  
Wayne, ME 04284

Zach Stevenson  
**C.H. Stevenson**  
P.O. Box 37  
Wayne, ME 04284

Dennis Bruen  
**Bruen Construction**  
P.O. Box 601  
Readfield, ME 04355

William Pepper  
**William Pepper Trucking**  
135 Bog Road  
Fayette, ME 04349

**R.T.A. Inc.**  
224 Cemetery Road  
Monmouth, ME 04259

To: Board of Selectmen  
 Budget Committee  
 From: Aaron Chrostowsky, Town Manager  
 Re: Budget Development/ Town Meeting Timeline  
 Date: 1/25/17

<u>Date</u>	<u>Board/Committee</u>	<u>Time</u>	<u>Activity</u>
<b>Tues. March 14, 2017</b>	<b>Budget Committee<sup>3</sup></b>	<b>6:00 PM</b>	<b>Regular Meeting</b> <ul style="list-style-type: none"> <li>- <b>Town Manager Budget Presentation</b></li> <li>- <b>Begin Reviewing Department Budgets</b></li> </ul>
Wed. March 15, 2017	Joint RSU/ Selectmen <sup>1</sup>	6:30 PM	Regular Meeting <ul style="list-style-type: none"> <li>- Joint Meeting/ Draft Budget Proposal</li> </ul>
Tues. March 21, 2017	Board of Selectmen <sup>2</sup>	6:30 PM	Regular Meeting
<b>Tues. March 28, 2017</b>	<b>Budget Committee<sup>3</sup></b>	<b>6:00 PM</b>	<b>Regular Meeting</b> <ul style="list-style-type: none"> <li>- <b>Review Department Budgets</b></li> </ul>
Tues. April 4, 2017	Board of Selectmen <sup>2</sup>	6:30 PM	Regular Meeting
<b>Tues. April 11, 2017</b>	<b>Budget Committee<sup>3</sup></b>	<b>6:00 PM</b>	<b>Regular Meeting</b> <ul style="list-style-type: none"> <li>- <b>Review Department Budgets</b></li> <li>- <b>Discuss/ Approve Final Budget Recommendation</b></li> </ul>
Wed. April 12, 2017	RSU Board <sup>1</sup>	6:30 PM	Regular Meeting <ul style="list-style-type: none"> <li>- Budget Approval</li> </ul>
Tues. April 18, 2017	Board of Selectmen <sup>2</sup>	6:30 PM	Regular Meeting
<b>Tues. April 25, 2017</b>	<b>Budget Committee<sup>3</sup></b>	<b>6:00 PM</b>	<b>Regular Meeting</b> <ul style="list-style-type: none"> <li>- <b>Discuss/ Approve Final Budget Recommendation (if needed)</b></li> </ul>
Tues. April 25, 2017	Board of Selectmen <sup>2</sup>	6:30 PM	Special Meeting <ul style="list-style-type: none"> <li>- Budget Approval (if needed)</li> <li>- Last Regular Meeting to sign Warrant</li> </ul>
Tues. May 2, 2017	Board of Selectmen <sup>2</sup>	6:30 PM	Regular Meeting <ul style="list-style-type: none"> <li>- Public Hearing</li> </ul>
Tues. May 16, 2017	Board of Selectmen <sup>2</sup>	6:30 PM	Regular Meeting <ul style="list-style-type: none"> <li>- Public Hearing</li> </ul>
Wed. May 17, 2017	RSU Board <sup>4</sup>	7:00 PM	Annual School Meeting "Budget Meeting"
Tues. May 30, 2017	Board of Selectmen <sup>2</sup>	6:30 PM	Regular Meeting <ul style="list-style-type: none"> <li>- Public Hearing</li> </ul>
Tuesday June 13, 2017	Board of Selectmen <sup>5</sup>	8AM – 8PM	Annual Town Meeting "Election of Officers"
	RSU Board <sup>5</sup>	8AM – 8PM	Budget Validation Referendum
Wednesday June 14, 2017	Board of Selectmen <sup>5</sup>	6:00 PM	Annual Town Meeting "Budget Meeting"

**Notes:**

1. Maranacook High School Student Center; 2. Wayne Elementary School Gymnasium; 3. Wayne Elementary School Gym
4. Maranacook High School Gymnasium; 5. Ladd Recreation Center

FEBRUARY 16, 2017

TO: WAYNE TOWN MANAGER

FROM: R.J.D. APPRAISAL

REF: QUARTER REVIEW OF ASSESSMENTS

R.J.D. APPRAISAL HAS COMPLETED ITS QUARTER REVIEW (FOR USE WITH 2017 TAXES). THIS YEAR THE REVIEW CONSISTED OF PROPERTIES LOCATED ON TAX MAPS 4, 6, 7 AND 9.

PARCELS VISITED: 225

NUMBER OF CHANGES: 93

PERCENT OF CHANGE: 41.3%

TOTAL INCREASE IN VALUATION: \$263,800

TOTAL DECREASE IN VALUATION: \$43,500

NET INCREASE IN VALUATION: \$220,300

PROPERTY RECORD CARDS HAVE BEEN NOTED AND UPDATED. ALL THE CHANGES HAVE ALSO BEEN UPDATED IN THE TRIO PROGRAM. A LIST OF THE PARCELS WITH CHANGES AND THE AMOUNT THAT EACH ONE HAS CHANGED CAN BE FOUND IN THE ASSESSOR'S FILES IN THE QUARTER REVIEW FOLDER.

THANK YOU

R.J.D. APPRAISAL

  
EVERETT "ZEB" PIKE, CMA

# Expense Summary Report

Fund: 1  
ALL Months

Account	Budget Net	YTD Net	Unexpended Balance	Percent Spent
<b>100 - General Admin</b>	<b>234,985.00</b>	<b>162,027.96</b>	<b>72,957.02</b>	<b>68.95</b>
<b>01 - Salaries</b>	<b>156,169.00</b>	<b>100,555.08</b>	<b>55,613.92</b>	<b>64.39</b>
01 - Selectmen	7,162.00	3,581.10	3,580.90	50.00
05 - Town Manager	50,000.00	32,680.80	17,319.20	65.36
10 - Bookkeeper	0.00	300.00	-300.00	---
15 - Treasurer	3,000.00	1,500.00	1,500.00	50.00
20 - Tax Collector	22,241.00	15,013.94	7,227.06	67.51
25 - Town Clerk	23,071.00	15,871.44	7,199.56	68.79
35 - Meeting Clerk	1,282.00	49.29	1,232.71	3.84
70 - Med/Fica	8,167.00	5,257.21	2,909.79	64.37
75 - Health Insurance	35,396.00	24,362.16	11,033.84	68.83
80 - Retirement	4,830.00	1,563.14	3,266.86	32.36
81 - Income Protection plan	1,020.00	376.00	644.00	36.86
<b>02 - Operating Expense</b>	<b>27,260.00</b>	<b>23,072.48</b>	<b>4,187.52</b>	<b>84.64</b>
01 - Office Expense	4,000.00	5,087.90	-1,087.90	127.20
05 - Travel expenses	2,000.00	1,000.23	999.77	50.01
10 - Training Expense	2,000.00	1,238.53	761.47	61.93
20 - MMA Dues	2,310.00	2,439.00	-129.00	105.58
25 - Computer Repairs	1,500.00	403.00	1,097.00	26.87
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
<b>03 - Contractual</b>	<b>48,956.00</b>	<b>36,938.79</b>	<b>12,017.21</b>	<b>75.45</b>
01 - Legal Services	15,000.00	5,676.04	9,323.96	37.84
05 - Audit Services	5,300.00	5,040.00	260.00	95.09
15 - Insurance	18,000.00	17,619.00	381.00	97.88
20 - Rent	6,656.00	6,656.00	0.00	100.00
25 - Copier lease	4,000.00	1,947.75	2,052.25	48.69
<b>05 - Utilities</b>	<b>2,600.00</b>	<b>1,461.63</b>	<b>1,138.37</b>	<b>56.22</b>
01 - Telephone	2,600.00	1,461.63	1,138.37	56.22
<b>101 - Debt Service</b>	<b>167,580.00</b>	<b>168,272.43</b>	<b>-692.43</b>	<b>100.41</b>
<b>15 - Debt Service</b>	<b>167,580.00</b>	<b>168,272.43</b>	<b>-692.43</b>	<b>100.41</b>
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
<b>102 - Elections &amp; Hearings</b>	<b>1,750.00</b>	<b>1,913.52</b>	<b>-163.52</b>	<b>109.34</b>
<b>01 - Salaries</b>	<b>1,250.00</b>	<b>905.70</b>	<b>344.30</b>	<b>72.46</b>
41 - Elections clerk	1,250.00	880.61	369.39	70.45
70 - Med/Fica	0.00	25.09	-25.09	---
<b>02 - Operating Expense</b>	<b>500.00</b>	<b>1,007.82</b>	<b>-507.82</b>	<b>201.56</b>
01 - Office Expense	500.00	1,007.82	-507.82	201.56
<b>103 - General Assistance</b>	<b>3,000.00</b>	<b>365.86</b>	<b>2,634.14</b>	<b>12.20</b>
<b>10 - Social Services/Community Serv</b>	<b>3,000.00</b>	<b>365.86</b>	<b>2,634.14</b>	<b>12.20</b>
85 - General Assistance	2,500.00	365.86	2,134.14	14.63
87 - Ladd Alternative GA	500.00	0.00	500.00	0.00
<b>104 - Fire Department</b>	<b>53,995.00</b>	<b>21,152.18</b>	<b>32,842.82</b>	<b>39.17</b>

# Expense Summary Report

Fund: 1  
ALL Months

Account	Budget Net	YTD Net	Unexpended Balance	Percent Spent
<b>104 - Fire Department CONT'D</b>				
<b>01 - Salaries</b>	<b>13,995.00</b>	<b>5,382.54</b>	<b>8,612.46</b>	<b>38.46</b>
50 - Chief Officers stipends	6,000.00	3,000.00	3,000.00	50.00
52 - Firefighter stipends	7,000.00	2,000.00	5,000.00	28.57
70 - Med/Fica	995.00	382.54	612.46	38.45
<b>02 - Operating Expense</b>	<b>40,000.00</b>	<b>15,769.64</b>	<b>24,230.36</b>	<b>39.42</b>
60 - Fire Operations	22,000.00	9,412.72	12,587.28	42.79
61 - Fire Communications	4,000.00	1,831.97	2,168.03	45.80
62 - Fire Equipment	14,000.00	4,524.95	9,475.05	32.32
<b>105 - Assessing</b>	<b>22,350.00</b>	<b>11,400.00</b>	<b>10,950.00</b>	<b>51.01</b>
<b>02 - Operating Expense</b>	<b>1,800.00</b>	<b>1,800.00</b>	<b>0.00</b>	<b>100.00</b>
75 - GIS Maps	1,800.00	1,800.00	0.00	100.00
<b>03 - Contractual</b>	<b>20,550.00</b>	<b>9,600.00</b>	<b>10,950.00</b>	<b>46.72</b>
30 - Assessing/Mapping	14,750.00	9,600.00	5,150.00	65.08
35 - Quarterly review	5,800.00	0.00	5,800.00	0.00
<b>106 - Animal Control</b>	<b>5,230.00</b>	<b>3,032.64</b>	<b>2,197.36</b>	<b>57.99</b>
<b>01 - Salaries</b>	<b>3,230.00</b>	<b>1,614.75</b>	<b>1,615.25</b>	<b>49.99</b>
55 - Animal control officer	3,000.00	1,500.00	1,500.00	50.00
70 - Med/Fica	230.00	114.75	115.25	49.89
<b>10 - Social Services/Community Serv</b>	<b>2,000.00</b>	<b>1,417.89</b>	<b>582.11</b>	<b>70.89</b>
90 - Humane Society	2,000.00	1,417.89	582.11	70.89
<b>107 - Code Enforcement</b>	<b>16,214.00</b>	<b>11,172.84</b>	<b>5,041.16</b>	<b>68.91</b>
<b>01 - Salaries</b>	<b>12,514.00</b>	<b>8,379.29</b>	<b>4,134.71</b>	<b>66.96</b>
56 - Code Enforcement Officer	11,625.00	7,732.62	3,892.38	66.52
70 - Med/Fica	889.00	646.67	242.33	72.74
<b>02 - Operating Expense</b>	<b>2,700.00</b>	<b>2,583.00</b>	<b>117.00</b>	<b>95.67</b>
21 - KVCOG Dues	2,700.00	2,583.00	117.00	95.67
<b>65 - Unclassified</b>	<b>1,000.00</b>	<b>210.55</b>	<b>789.45</b>	<b>21.06</b>
10 - Planning Board	0.00	122.55	-122.55	----
30 - Ordinance & Mapping	1,000.00	88.00	912.00	8.80
<b>108 - Public Safety</b>	<b>35,202.00</b>	<b>22,875.43</b>	<b>12,326.57</b>	<b>64.98</b>
<b>03 - Contractual</b>	<b>28,302.00</b>	<b>18,256.98</b>	<b>10,045.02</b>	<b>64.51</b>
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	8,746.48	2,855.52	75.39
<b>05 - Utilities</b>	<b>6,900.00</b>	<b>4,618.45</b>	<b>2,281.55</b>	<b>66.93</b>
20 - Street lights	6,900.00	4,618.45	2,281.55	66.93
<b>109 - Roads</b>	<b>305,763.00</b>	<b>225,133.90</b>	<b>80,629.10</b>	<b>73.63</b>
<b>03 - Contractual</b>	<b>167,263.00</b>	<b>106,540.65</b>	<b>60,722.35</b>	<b>63.70</b>
55 - Parking Lot Plowing	3,800.00	2,881.00	919.00	75.82
60 - Road Plowing	158,463.00	100,359.65	58,103.35	63.33
75 - Roadside mowing	5,000.00	3,300.00	1,700.00	66.00
<b>05 - Utilities</b>	<b>500.00</b>	<b>416.42</b>	<b>83.58</b>	<b>83.28</b>
05 - Electricity	500.00	416.42	83.58	83.28
<b>25 - Roads</b>	<b>138,000.00</b>	<b>118,176.83</b>	<b>19,823.17</b>	<b>85.64</b>
01 - Roads Administration	2,000.00	764.75	1,235.25	38.24

### Expense Summary Report

Fund: 1  
ALL Months

Account	Budget Net	YTD Net	Unexpended Balance	Percent Spent
<b>109 - Roads CONT'D</b>				
05 - Brush/Tree removal	16,000.00	10,727.00	5,273.00	67.04
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	4,119.81	-119.81	103.00
30 - Signs	3,000.00	5,985.13	-2,985.13	199.50
35 - Painting	1,000.00	0.00	1,000.00	0.00
40 - Culverts	10,000.00	7,658.88	2,341.12	76.59
45 - Gravel	26,000.00	29,537.70	-3,537.70	113.61
46 - Winter salt	15,000.00	11,343.00	3,657.00	75.62
70 - Grading	9,000.00	4,725.00	4,275.00	52.50
75 - Ditching	40,000.00	40,514.06	-514.06	101.29
80 - Catch Basin	0.00	104.00	-104.00	----
<b>110 - Transfer Station</b>	<b>112,908.00</b>	<b>73,706.83</b>	<b>39,201.17</b>	<b>65.28</b>
<b>02 - Operating Expense</b>	<b>3,800.00</b>	<b>2,751.75</b>	<b>1,048.25</b>	<b>72.41</b>
80 - Hazardous waste	1,500.00	0.00	1,500.00	0.00
85 - TS Backhoe Rental	2,300.00	2,751.75	-451.75	119.64
<b>03 - Contractual</b>	<b>109,108.00</b>	<b>70,955.08</b>	<b>38,152.92</b>	<b>65.03</b>
65 - Transfer Station Operations	108,108.00	70,955.08	37,152.92	65.63
80 - Landfill mowing	1,000.00	0.00	1,000.00	0.00
<b>111 - Outside Agencies</b>	<b>24,116.00</b>	<b>23,615.50</b>	<b>500.50</b>	<b>97.92</b>
<b>10 - Social Services/Community Serv</b>	<b>24,116.00</b>	<b>23,615.50</b>	<b>500.50</b>	<b>97.92</b>
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
<b>112 - Recreation</b>	<b>23,303.00</b>	<b>15,617.18</b>	<b>7,685.82</b>	<b>67.02</b>
<b>01 - Salaries</b>	<b>2,153.00</b>	<b>1,076.50</b>	<b>1,076.50</b>	<b>50.00</b>
67 - Recreation Coordinator	2,000.00	1,000.00	1,000.00	50.00
70 - Med/Fica	153.00	76.50	76.50	50.00
<b>02 - Operating Expense</b>	<b>4,300.00</b>	<b>0.00</b>	<b>4,300.00</b>	<b>0.00</b>
90 - Ladd Operational expenses	4,300.00	0.00	4,300.00	0.00
<b>03 - Contractual</b>	<b>5,850.00</b>	<b>4,243.44</b>	<b>1,606.56</b>	<b>72.54</b>
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
<b>10 - Social Services/Community Serv</b>	<b>11,000.00</b>	<b>10,297.24</b>	<b>702.76</b>	<b>93.61</b>
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
<b>112 - Recreation CONTD</b>				
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 Watshed	5,000.00	5,000.00	0.00	100.00
<b>113 - Land and Buildings</b>	<b>2,600.00</b>	<b>2,958.25</b>	<b>-358.25</b>	<b>113.78</b>
<b>02 - Operating Expense</b>	<b>1,600.00</b>	<b>2,412.53</b>	<b>-812.53</b>	<b>150.78</b>
15 - Maintenance and Repairs	1,000.00	2,057.84	-1,057.84	205.78
95 - NW Schoolhouse	200.00	107.22	92.78	53.61
96 - NW Building	200.00	126.23	73.77	63.12
97 - Town House	200.00	121.24	78.76	60.62
<b>03 - Contractual</b>	<b>1,000.00</b>	<b>545.72</b>	<b>454.28</b>	<b>54.57</b>
72 - Historic Property Mowing	1,000.00	545.72	454.28	54.57
<b>114 - Capital Reserves transfers</b>	<b>147,000.00</b>	<b>150,021.54</b>	<b>-3,021.54</b>	<b>102.06</b>
<b>52 - Capital Reserve Funds</b>	<b>147,000.00</b>	<b>150,021.54</b>	<b>-3,021.54</b>	<b>102.06</b>
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	---
<b>115 - School RSU #38</b>	<b>2,033,394.00</b>	<b>1,355,596.00</b>	<b>677,798.00</b>	<b>66.67</b>
<b>60 - Intergovernment</b>	<b>2,033,394.00</b>	<b>1,355,596.00</b>	<b>677,798.00</b>	<b>66.67</b>
15 - RSU #38	2,033,394.00	1,355,596.00	677,798.00	66.67
<b>116 - County Tax</b>	<b>187,625.00</b>	<b>187,624.68</b>	<b>0.32</b>	<b>100.00</b>
<b>60 - Intergovernment</b>	<b>187,625.00</b>	<b>187,624.68</b>	<b>0.32</b>	<b>100.00</b>
20 - Kennebec County Tax	187,625.00	187,624.68	0.32	100.00
<b>117 - Cobbossee Watershed District</b>	<b>2,462.00</b>	<b>1,641.34</b>	<b>820.66</b>	<b>66.67</b>
<b>60 - Intergovernment</b>	<b>2,462.00</b>	<b>1,641.34</b>	<b>820.66</b>	<b>66.67</b>
25 - Cobbossee Watershed District	2,462.00	1,641.34	820.66	66.67
<b>118 - Overlay</b>	<b>10,000.00</b>	<b>97.88</b>	<b>9,902.12</b>	<b>0.98</b>
<b>60 - Intergovernment</b>	<b>10,000.00</b>	<b>97.88</b>	<b>9,902.12</b>	<b>0.98</b>
30 - Overlay	10,000.00	97.88	9,902.12	0.98
<b>120 - Selectboard Contingency</b>	<b>5,000.00</b>	<b>350.00</b>	<b>4,650.00</b>	<b>7.00</b>
<b>65 - Unclassified</b>	<b>5,000.00</b>	<b>350.00</b>	<b>4,650.00</b>	<b>7.00</b>
01 - Contigent	5,000.00	350.00	4,650.00	7.00
<b>Final Totals</b>	<b>3,394,477.00</b>	<b>2,438,575.98</b>	<b>955,901.02</b>	<b>71.84</b>

# Revenue Summary Report

Fund: 1  
ALL

Account	Budget Net	YTD Net	Uncollected Balance	Percent Collected
<b>100 - General Admin</b>	<b>626,469.00</b>	<b>2,888,369.78</b>	<b>-2,261,900.78</b>	<b>461.06</b>
01 - Banking Interest	400.00	845.68	-445.68	211.42
03 - Lien costs	5,000.00	1,982.50	3,017.50	39.65
04 - Interest on taxes	12,000.00	5,445.90	6,554.10	45.38
05 - MV Agent fees	4,250.00	2,542.00	1,708.00	59.81
06 - IFW Agent fees	500.00	304.25	195.75	60.85
07 - Motor Vehicle excise	232,000.00	160,837.78	71,162.22	69.33
08 - Boat Excise	2,000.00	957.70	1,042.30	47.89
09 - Vitals	600.00	310.00	290.00	51.67
10 - Cash Short/ Over	0.00	-10.56	10.56	----
13 - Cable TV Franchise	4,200.00	0.00	4,200.00	0.00
14 - Misc revenue	15,000.00	1,048.95	13,951.05	6.99
15 - Surplus	300,000.00	0.00	300,000.00	0.00
20 - Insurance Dividends/Reimburse	0.00	1,165.00	-1,165.00	----
21 - State revenue sharing	45,519.00	27,166.50	18,352.50	59.68
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	----
<b>103 - General Assistance</b>	<b>1,250.00</b>	<b>1,081.60</b>	<b>168.40</b>	<b>86.53</b>
01 - GA Reimbursement	1,250.00	1,081.60	168.40	86.53
<b>105 - Assessing</b>	<b>31,541.00</b>	<b>42,934.23</b>	<b>-11,393.23</b>	<b>136.12</b>
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	3,666.00	-3,625.00	999.99
<b>106 - Animal Control</b>	<b>800.00</b>	<b>639.00</b>	<b>161.00</b>	<b>79.88</b>
01 - Dog fees	750.00	639.00	111.00	85.20
02 - Dog late fees	50.00	0.00	50.00	0.00
<b>107 - Code Enforcement</b>	<b>2,000.00</b>	<b>1,213.00</b>	<b>787.00</b>	<b>60.65</b>
01 - Building permits	2,000.00	1,206.00	794.00	60.30
02 - Yard Sale Permit	0.00	7.00	-7.00	----
<b>109 - Roads</b>	<b>30,848.00</b>	<b>30,708.00</b>	<b>140.00</b>	<b>99.55</b>
01 - Local Road Assist Program	30,848.00	30,708.00	140.00	99.55
<b>119 - Snowmobile</b>	<b>650.00</b>	<b>417.06</b>	<b>232.94</b>	<b>64.16</b>
01 - State Reimbursement	650.00	417.06	232.94	64.16
<b>Final Totals</b>	<b>693,558.00</b>	<b>2,965,362.67</b>	<b>-2,271,804.67</b>	<b>427.56</b>

# General Ledger Summary Report

Fund(s): ALL  
ALL

Account	Beg Bal Net	----- Y T D -----			Pending Activity	Balance Net
		Debits	Credits	Net		
<b>General Fund</b>				0.00		
<b>Assets</b>	<b>1,119,946.59</b>	<b>5,799,549.17</b>	<b>5,270,237.86</b>	<b>529,311.31</b>	<b>-2,599.71</b>	<b>1,646,658.19</b>
100-00 Cash / Checking	1,035,397.87	2,656,238.50	2,837,080.40	-180,841.90	-1,302.06	853,253.91
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	77,586.00	-76,699.90	0.00	80.68
150-16 2016 Real Estate Taxes	-2,436.30	2,676,867.88	1,848,806.73	828,061.15	-3,457.93	822,166.92
150-17 2017 Real Estate Taxes	0.00	0.00	39.54	-39.54	0.00	-39.54
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	473.16	-473.16	0.00	1,681.01
155-14 2014 pp Taxes	3,270.95	0.00	1,092.67	-1,092.67	0.00	2,178.27
155-15 2015 pp Taxes	6,528.10	0.01	3,746.72	-3,746.72	0.00	2,781.38
155-16 2016 pp Taxes	-0.02	11,950.03	4,013.90	7,936.13	0.00	7,936.11
155-17 2017 pp Taxes	0.00	0.00	0.04	-0.04	0.00	-0.04
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	15.63	0.00	15.63	0.00	5,891.58
160-14 2014 Liens	36,926.13	0.00	24,396.96	-24,396.96	0.00	12,529.17
160-15 2015 Liens	0.00	60,137.84	20,927.39	39,210.45	0.00	39,210.45
199-02 Due to/from Ladd Rec	-1,570.12	65,099.54	55,758.83	9,340.71	1,958.43	9,729.02
199-03 Due to/from Special Revenues	-15,363.53	15,716.42	8,309.32	7,407.10	201.85	-7,754.58
199-04 Due to/from Capital Projects	-303,165.79	309,083.21	384,573.38	-75,490.17	0.00	-378,655.96
199-05 Due to/from Trust Funds	0.00	2,442.83	2,375.00	67.83	0.00	67.83
<b>Liabilities</b>	<b>111,866.63</b>	<b>119,521.40</b>	<b>112,835.77</b>	<b>-6,685.63</b>	<b>-294.22</b>	<b>104,886.78</b>
309-00 Community Directory	0.00	0.00	30.00	30.00	0.00	30.00
310-01 BMV	1,591.25	60,748.93	59,825.68	-923.25	-191.86	476.14
310-03 State Vital Fees	0.00	35.60	50.00	14.40	0.00	14.40
310-15 IFW	4,587.25	13,924.89	10,092.19	-3,832.70	173.64	928.19
310-30 Dog License State	0.00	737.00	801.00	64.00	0.00	64.00
310-35 State Plumbing Fee 25%	346.25	240.00	515.00	275.00	0.00	621.25
310-36 DEP Plumbing Fee \$15.00	-282.50	45.00	120.00	75.00	0.00	-207.50
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	720.00	1,850.00	1,130.00	0.00	116.25
330-10 Federal withholding	0.00	29,301.60	29,301.60	0.00	0.00	0.00
330-25 State withholding	0.00	3,631.20	3,631.20	0.00	0.00	0.00
330-40 Retirement withholding	0.00	2,678.23	2,678.23	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		
<b>General Fund CONTD</b>						
330-50 MMEHT with holding	0.00	3,538.62	3,749.67	211.05	-276.00	-64.95
400-00 Deferred Tax Revenues	102,909.00	0.00	0.00	0.00	0.00	102,909.00
<b>Fund Balance</b>	<b>1,008,079.96</b>	<b>12,623,750.76</b>	<b>13,159,747.70</b>	<b>535,996.94</b>	<b>0.00</b>	<b>1,544,076.90</b>
500-00 Expense control	0.00	2,518,552.78	10,195,535.18	7,676,982.40	0.00	7,676,982.40
510-00 Revenue control	0.00	2,080,775.98	2,964,212.52	883,436.54	0.00	883,436.54
520-00 Undesignated fund balance	1,008,079.96	8,024,422.00	0.00	-8,024,422.00	0.00	-7,016,342.04
<b>Land Rec Operations</b>						
<b>Assets</b>	<b>1,570.12</b>	<b>55,758.83</b>	<b>65,099.54</b>	<b>-9,340.71</b>	<b>-1,958.43</b>	<b>-9,729.02</b>
199-01 Due to/from	1,570.12	55,758.83	65,099.54	-9,340.71	-1,958.43	-9,729.02
<b>Liabilities</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Fund Balance</b>	<b>1,570.12</b>	<b>65,099.54</b>	<b>55,758.83</b>	<b>-9,340.71</b>	<b>0.00</b>	<b>-7,770.59</b>
500-00 Expense Control	0.00	65,099.54	2,608.25	-62,491.29	0.00	-62,491.29
510-00 Revenue Control	0.00	0.00	53,150.58	53,150.58	0.00	53,150.58
520-00 Fund Balance	1,570.12	0.00	0.00	0.00	0.00	1,570.12
<b>Special Revenues</b>						
<b>Assets</b>	<b>17,788.36</b>	<b>8,309.32</b>	<b>15,716.42</b>	<b>-7,407.10</b>	<b>-201.85</b>	<b>10,179.41</b>
120-01 No. Wayne School House KSB	2,424.83	0.00	0.00	0.00	0.00	2,424.83
199-01 Due to/from	15,363.53	8,309.32	15,716.42	-7,407.10	-201.85	7,754.58
<b>Liabilities</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Fund Balance</b>	<b>17,788.36</b>	<b>35,943.78</b>	<b>28,536.68</b>	<b>-7,407.10</b>	<b>0.00</b>	<b>10,381.26</b>
500-00 Expense Control	0.00	18,155.42	0.00	-18,155.42	0.00	-18,155.42
510-00 Revenue Control	0.00	0.00	28,536.68	28,536.68	0.00	28,536.68
525-00 Animal Control	2,100.03	2,100.03	0.00	-2,100.03	0.00	0.00
531-00 Farmers Market	476.52	476.52	0.00	-476.52	0.00	0.00
532-00 Wayne History Project	3,973.42	3,973.42	0.00	-3,973.42	0.00	0.00
535-00 Soccer	2,239.09	2,239.09	0.00	-2,239.09	0.00	0.00
536-00 Softball	621.02	621.02	0.00	-621.02	0.00	0.00
537-00 Baseball	118.90	118.90	0.00	-118.90	0.00	0.00
538-00 Cemetery Lot Sales	275.00	275.00	0.00	-275.00	0.00	0.00
539-00 Community Directory	115.00	115.00	0.00	-115.00	0.00	0.00
540-00 No. Wayne School House	2,395.84	2,395.84	0.00	-2,395.84	0.00	0.00
541-00 Water Quality	5,473.54	5,473.54	0.00	-5,473.54	0.00	0.00
<b>4 - Capital Reserves</b>	<b>0.00</b>	<b>1,017,215.17</b>	<b>1,017,215.17</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Assets</b>	<b>321,119.58</b>	<b>439,548.38</b>	<b>309,083.21</b>	<b>130,465.17</b>	<b>0.00</b>	<b>451,584.75</b>
109-00 Fire Truck - WAFCU - 24852-00	25.00	0.00	0.00	0.00	0.00	25.00
110-00 Fire Truck - WAFCU - 24852-64	17,928.79	0.00	0.00	0.00	0.00	17,928.79
199-01 Due to/from	303,165.79	439,548.38	309,083.21	130,465.17	0.00	433,630.96

# General Ledger Summary Report

Fund(s): ALL  
ALL

Account	Beg Bal Net	----- Y T D -----		Net	Pending Activity	Balance Net
		Debits	Credits			
<b>Capital Reserves CONTD</b>						
<b>Liabilities</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Fund Balance</b>	<b>321,119.58</b>	<b>577,666.79</b>	<b>708,131.96</b>	<b>130,465.17</b>	<b>0.00</b>	<b>451,584.75</b>
500-00 Expense Control	0.00	254,108.21	0.00	-254,108.21	0.00	-254,108.21
510-00 Revenue Control	0.00	2,439.00	708,131.96	705,692.96	0.00	705,692.96
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 Equipement	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
<b>Trust Funds</b>						
<b>Assets</b>	<b>0.00</b>	<b>2,375.00</b>	<b>2,442.83</b>	<b>-67.83</b>	<b>0.00</b>	<b>80,333.07</b>
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 WAFCU 25542-ID 00	25.04	0.00	0.00	0.00	0.00	25.04
106-00 Ladd WAFCU 25542-ID 10 CD	14,862.67	0.00	0.00	0.00	0.00	14,862.67
107-00 Ladd WAFCU 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	2,375.00	2,442.83	-67.83	0.00	-67.83
<b>Liabilities</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Fund Balance</b>	<b>80,400.90</b>	<b>2,442.83</b>	<b>2,375.00</b>	<b>-67.83</b>	<b>0.00</b>	<b>80,333.07</b>
500-00 Expense Control	0.00	1,067.83	0.00	-1,067.83	0.00	-1,067.83
510-00 Revenue Control	0.00	1,375.00	2,375.00	1,000.00	0.00	1,000.00
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
<b>Final Totals</b>	<b>0.00</b>	<b>19,729,965.80</b>	<b>19,729,965.80</b>	<b>0.00</b>	<b>-4,465.77</b>	<b>-4,465.77</b>

## Department of the Secretary of State

Home → News → Homeland Security denies extension of Real ID

FOR IMMEDIATE RELEASE

Wednesday, Oct. 12, 2016

Contact: Kristen Muszynski

207-626-8404/ 207-441-7638

# Homeland Security denies extension of REAL ID compliance period for Maine

AUGUSTA – The Department of Homeland Security has denied an extension of the State of Maine’s REAL ID Act compliance period, which will affect the use of Maine licenses and IDs for some identification purposes.

The DHS is implementing the final phase of the REAL ID Act, a federal law passed in 2005 that seeks to improve the security standards for state-issued identification. The State of Maine Legislature has voted against opting in on several provisions of the REAL ID Act, so a law change would be necessary to authorize further implementation of the act to reach full compliance.

In a letter from the DHS dated Oct. 1, 2016, the department has denied the request for an additional extension, stating that Maine has “not provided adequate justification for continued noncompliance.”

Currently, Maine licenses and IDs are not acceptable identification for access to military bases, nuclear power plants and other federal facilities. The denial of this extension also means:

- Beginning Jan. 30, 2017, federal agencies will no longer accept Maine licenses and IDs for official purposes.
- As of Jan. 22, 2018, a Maine ID or license will no longer be accepted as identification to board a commercial aircraft. Travelers will have to provide an acceptable **alternative form of identification, as listed on the DHS website.**

As of Oct. 1, 2020, DHS will no longer grant extensions to any state, and every traveler will need to present a REAL ID-compliant license or another acceptable form of identification for domestic air travel.

Please note that **REAL ID does not affect voting** in any way. Maine does not require voters to provide identification at the polls, and Maine licenses will continue to be accepted for voter registration purposes. Additionally, REAL ID does not affect:

- Entering federal facilities that do not require a person to present identification

- Applying for or receiving federal benefits
- Being licensed by a state to drive
- Accessing health or life-preserving services (including hospitals and health clinics), law enforcement, or constitutionally protected activities (including a defendant's access to court proceedings)
- Participating in law enforcement proceedings or investigations.

For additional information, visit the Department of Homeland Security website.

## **Credits**

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