

# Town of Wayne Selectboard

**Members:** Don Welsh, Trent Emery, Amy Black, Stan Davis, and Lloyd Irland

## Meeting Agenda

**Date:** Tuesday, October 6, 2020

**Time:** 6:30 PM.

**Place:** "Remote Participation Only"

Join Zoom Meeting

<https://us02web.zoom.us/j/84557684604?pwd=dGJkb1czMHcxendBTKVsS1dzTW5BQT09>

Meeting ID: 845 5768 4604

Passcode: 701036

### Selectboard Members Present / Quorum.

#### Call Meeting to Order.

*We encourage everyone in attendance to read the Selectboard Bylaws.*

*Selectboard Meetings are working meetings between Board members and town staff.*

*All participants must be recognized by the Chairperson before speaking.*

#### Pledge of Allegiance.

#### Conflict of Interest.

#### Minutes.

- a. **Consider approving the Selectboard meeting minutes for September 15, 2020.**

Manager Recommendation: Move the Board to approve the Selectboard meeting minutes for September 15, 2020.

#### Warrants.

- a. **Consider approving Payroll Warrant #19.**

Manager Recommendation: Move the Board to approve Payroll Warrant #19 in the amount of \$6,783.34.

- b. **Consider approving Accounts Payable Warrant #20.**

Manager Recommendation: Move the Board to approve Accounts Payable Warrant #20 in the amount of \$213,962.48

- c. **Consider approving Payroll Warrant #21.**

Manager Recommendation: Move the Board to approve Payroll Warrant #21 in the amount of \$918.76.

#### New Business.

- d. **Local Road Assistance Program (LRAP) Certification 2020-2021.**

- e. **GIS Internet Services Annual Maintenance Agreement 2021.**

- f. **Halloween Guidance.**

#### Old Business.

- g. **Mooring Ordinance Update.**

- h. **Dead River Dam.**

- i. **Executive Session: Legal – Gott Road and Branagan Estates.**

(Executive Session, if needed, 1 MRSA §405 (6) E. Legal and H. Code Enforcement.

- Manager Recommendation: Move the Board to enter into Executive Session, 1 MRSA §405 (6) E. Legal and H. Code Enforcement.
- Manager Recommendation: Move the Board to exit into Executive Session, 1 MRSA §405 (6) E. Legal and H. Code Enforcement.

- j. Manager Recommendation: Any motion as a result of executive session.

#### Selectboard Goals.

1. **Broadband Expansion.**
2. **Charter**
3. **Civil Rights**

4. **Facilities**
5. **Renewable Energy.**
6. **Village Implementation.**

**Supplements and Abatements.**

**Town Manager Report.**

**Member Comments.**

**Public Comments.**

**Adjourn.**

The next regularly scheduled for **Tuesday October 20, 2020**, by Remote Participation Only.

**Town of Wayne, Maine**  
**Select Board Meeting Minutes**  
**Tuesday September 15, 2020**  
**Remote**

**Call Meeting to Order/ Selectmen Present**

Don Welsh determined quorum and called meeting to order at 6:30 PM with the following members present: Amy Black, Trent Emery, and Don Welsh. Members absent: None

Others Present: Aaron Chrostowsky, Town Manager

By Remote Participation only due to Covid-19 Pandemic

**Meeting Minutes.**

- a. The Board approved the Selectboard meeting minutes for August 4, 2020. (Black/ Emery) (4/0).

**Warrants:**

- a./g. The Board approved Payroll Warrant #9, 14, 15, 16, 17 and Accounts Payable #10, 18 (Davis/ Black) (4/0). Voided Payroll Warrants #11, 12, 13.

**New Business.**

- h. Public Hearing: Adopting General Assistance Ordinance: Appendices A-H.  
The Board moved to enter into Public Hearing at 6:37 PM (Davis/Black)(4/0)  
No Comments  
The Board moved to exit into Public Hearing at 6:39 PM (Davis/Black)(4/0)
- i. The Board adopted General Assistance Ordinance: Appendices A-H. (Davis/ Black) (4/0).
- j. The Board appointed Jessica Leighton, Deputy Clerk/ Tax Collector. (Black/ Davis) (4/0).
- k. The Board agreed to hire a PT Temporary Bookkeeper using Consultant Funds. (Black/ Emery) (4/0).
- l. The Board approved contract with Winthrop Ambulance Service (Davis/Black) (4/0).

**Old Business.**

- m. Campground Noise. The Town Manager explained that an inspection of Beaver Brook Campground and are writing an application for campgrounds to submit annual in accordance with the Campground Ordinance.
- n. Mooring Ordinance. The Board accepted the Conservation Commission of "Mooring Field of Androscoggin Lake."

**Selectboard Goals.**

1. Broadband Expansion.
  - Important Informational "Zoom" Meeting Regarding Internet Service in Wayne, September 16, 2020 at 7:00 PM.
  - Internet Planning Survey
2. Charter.
3. Civil Rights.
4. Facilities.
5. Renewable Energy.  
Stan Davis stated that he is re-constituting committee.
6. Village Implementation.

Town Manager stated that he is re-constituting committee in September.

**Supplements and Abatements:**

- a. Executive Session: Poverty Abatement, 36 MRSA §841  
The Board moved to enter into Executive Session, Poverty Abatement, 36 MRSA §841 at 7:01 PM. (Davis/Black)(4/0)  
Move the Board to exit into Executive Session, Poverty Abatement, 36 MRSA §841 at 7:10 PM. (Davis/Black)(4/0)
- b. The Board approved the poverty abatement request for Acct#: 294 in the amount of \$1,363.92 for FY 18-19. (Davis/Black)(4/0)

**Town Manager Report:** None

**Board Member Reports:** None

**Public Comments:** None

**Motion to Adjourn** at 7:56 PM. (Black/Emery) (4/0)

The next Select Board Meeting is scheduled for Tuesday, September 1, 2020 at 6:30 p.m. by Remote Participation.

Recorded by:  
Aaron Chrostowsky, Town Manager

Select Board Members

\_\_\_\_\_  
Don Welsh

\_\_\_\_\_  
Trent Emery

\_\_\_\_\_  
Amy Black

\_\_\_\_\_  
Stan Davis

\_\_\_\_\_  
Lloyd Irland

Wayne 11250

Last year's (FY2020) LRAP Funds of \$31,684

As a result of 2007 Legislative inquiries and discussions focused on LRAP, MaineDOT needs to collect additional information on the uses of LRAP funding of all Maine municipalities, counties, and Indian reservations. This form is intended to be simple and provide an easy method to collect information on the use of over \$20 million per year by local agencies.

As noted on the front side of this form, LRAP funding can only be spent on capital improvements.

A capital improvement is defined as "any work on a road or bridge which has a life expectancy of at least ten years and restores the load-carrying capacity." Examples of eligible "capital" activities are defined as follows:

- 1. Medium to heavy overlays which improve the strength and ride quality (minimum 1 inch lift on a shimmed surface), pavement and/or base recycling, pavement cold planning and resurfacing
2. Road reconstruction or rehabilitation
3. Gravel road grade-raising or paving
4. Single culvert replacements or a series of drainage improvements
5. \* Traffic signal or sign installation and/or replacements
6. \* Sidewalk construction or reconstruction
7. \* Heavy ditching, under drain and catch basin installation or total system replacement, permanent erosion control
8. \* Wetland mitigation
9. \* Guardrail installation
10. Bridge or minor span replacement and rehabilitation
11. Any bridge repair activities with a ten-year life
12. Local share of a Municipal Partnership Initiative (MPI) project on a state road
13. Debt financing/bond repayment for past capital improvements to public roads
14. The urban match component of any federal-aid project
15. "Banking it" to save up for a future project
16. Other (explain)

\* Some of the categories of work (# 5, 6, 7, 8 & 9) qualify as capital improvements, but must be done in conjunction with roadway reconstruction/rehabilitation.

The "funds spent" (LRAP ONLY) below must add up to at least the amount of your FY-20 LRAP payment (shown on top of this page). There is no need to account for more than that amount.

All information must be filled in or the form will be returned.

1. Road Name: Cott Rd Funds spent on Capital Improvements: \$ 300
\*Type of Capital Improvement: see above, list all numbers that apply: 1, 2, 4
\*Length of Capital improvement (miles or feet): 2,325' miles or feet
2. Road Name: Leadbetter/Coolidge Rds Funds spent on Capital Improvements: \$
\*Type of Capital Improvement: see above, list all numbers that apply: 1, 2, 4
\*Length of Capital improvement (miles or feet): 4,775' miles or feet
3. Road Name: Memorial Park Ln./Lake St Bridge St Funds spent on Capital Improvements: \$
\*Type of Capital Improvement: see above, list all numbers that apply: 1, 2, 4
\*Length of Capital improvement (miles or feet): 1,840' miles or feet

Total Paving \$ 307,538.78

OPTIONAL: What was your municipality's TOTAL SUMMER CAPITAL IMPROVEMENT EXPENSES for FY-20 (including LRAP payments)? \$ 129,400 maintenance

NO LRAP payment can be made until a completed form (BOTH SIDES) is received by MaineDOT- Community Services Division.



October 2, 2020

Town of Wayne  
PO Box 400  
Wayne ME 04284-0400

Re: Loan # 100033811

Dear Valued Customer,

**Congratulations!** We've received your final payment on your Municipal loan with us.

**It's official.** Please keep this letter as official notification that the above referenced loan has been paid and cancelled. All appropriate lien release documents, titles or certificates will soon arrive in the mail separately.

We're grateful to have had this opportunity to take care of your financing needs and hope you'll consider us again in the future. For questions about your paid loan or any other banking matter, please stop by any of our banking centers or give us a call; we're here for you 24/7 at 800-860-8821.

Thank you for being our customer.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Richards".

Mark Richards  
Vice President  
Loan Servicing Manager



## Wayne Town Manager

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**From:** Wayne Town Manager <townmanager@waynemaine.org>  
**Sent:** Monday, October 5, 2020 3:16 PM  
**To:** Amy Black (ablack@waynemaine.org); Lloyd Irland (lirland@waynemaine.org); Stan Davis (sdavis@waynemaine.org); Don Welsh (dtwelsh277@gmail.com); Don Welsh (dwelsh@waynemaine.org); Trent Emery (emeryfarm@gmail.com); Trent Emery (temery@waynemaine.org)  
**Subject:** Road Bond  
**Attachments:** image0.jpeg

Dear Board members

We have paid off another bond. This is the 3<sup>rd</sup> bond we have paid off. We still have 3 bonds left in the road program. So know own Kings Highway. Way to go, Wayne!

So, I will use this as another shameless plug for continuing our road program. We have made significant progress with this program - we have reconstructed, removed brushed/ hazard trees, fixed drainage, and paved over 8.5 miles of the town road in the last eight years.

Over the next three years, we will be slowly paying off our debt service. But remember to make our capital investment worth it, we need to continually fund the difference between the debt service and \$300,000.

Road Plan Year	Fiscal Year	Annual Debt Service	Capital Reserve
6	FY 19-20	\$ 271,268	\$ 30,000
7	FY 20-21	\$ 204,866	\$ 95,000
8	FY 21-22	\$ 139,714	\$ 160,000
9	FY 22-23	\$ 88,915	\$ 210,000
10	FY 23-24	\$ 51,116	\$ 250,000

### So why \$300,000?

Well, the Town has 30 miles of paved road. The average lifespan of pavement without any form of rehab (chip seal, crack seal, shim) is ten years. We should be paving around 3 miles of road a year. However, we cannot afford to spend about \$1,000,000 a year on capital road projects. During the first generation of road projects, I recommended that we reconstruct the roads replacing old culverts, ditching, and reclaiming old pavement and stone into the road base. So, the next generation should be cheaper. But at our current pace, we are close to twenty years behind schedule.

If you have any questions, please don't hesitate to contact me at (207) 877-1214 or [townmanager@waynemaine.org](mailto:townmanager@waynemaine.org).  
Aaron

**GIS INTERNET SERVICES ANNUAL MAINTENANCE AGREEMENT  
FOR THE TOWN OF WAYNE, ME**

For the time period 1/1/2021 through 12/31/2021

October 2, 2020

CAI Technologies, a New Hampshire corporation with its office located at 11 Pleasant Street, in Littleton, N.H. 03561, hereinafter called CAI, proposes to the Town of Wayne, ME, hereinafter called the CLIENT, to provide GIS Internet services according to the specifications, terms, and conditions below written:

Witnesseth that:

Whereas, CAI represents that they are authorized, qualified, and experienced to provide professionally recognized mapping and GIS services; and

Whereas, the CLIENT desires to publish its GIS data on the Internet,

Now, therefore, CAI proposes the following:

I. SUMMARY

A. Publish the CLIENT's GIS to the Internet

1. CAI, utilizing its AxisGIS application, shall publish the CLIENT's GIS data to the Internet.

B. CLIENT Support

1. CAI shall provide telephone, fax, and email support services concerning AxisGIS. These services can be used to answer usage and technical questions.
2. CAI, shall respond to any alerts concerning poor performance or lack of performance of the site, and provide verbal advisories as to how and when the site shall be corrected (if it is determined that the website and/or publication service is not performing properly).

II. CLIENT RESPONSIBILITIES

The CLIENT shall designate a project liaison who will be CAI's main contact during the course of the service, and who will be responsible for all CLIENT related obligations in this contract.

III. COMPENSATION AND PAYMENT

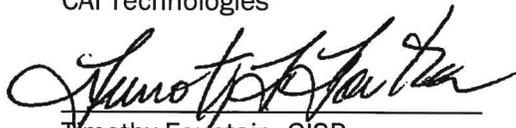
The CLIENT shall pay a total amount of \$2400 under this agreement which shall be due upon contracting. This Annual Maintenance Agreement will automatically renew at the above shown fee. Said renewal can be canceled at any time with 30 days notification.

This contract shall be construed under the laws of the State of Maine

In Witness whereof, the parties hereto have executed this agreement, as of the date first above written, by their duly authorized officers.

Town of Wayne, ME

CAI Technologies



Timothy Fountain, GISP

Vice President

## Halloween

Many traditional Halloween activities can be high-risk for spreading viruses. There are several safer, alternative ways to participate in Halloween. If you may have COVID-19 or you may have been exposed to someone with COVID-19, you should not participate in in-person Halloween festivities and should not give out candy to trick-or-treaters.

### Lower risk activities

These lower risk activities can be safe alternatives:

- Carving or decorating pumpkins with members of your household and displaying them
- Carving or decorating pumpkins outside, at a safe distance, with neighbors or friends
- Decorating your house, apartment, or living space
- Doing a Halloween scavenger hunt where children are given lists of Halloween-themed things to look for while they walk outdoors from house to house admiring Halloween decorations at a distance
- Having a virtual Halloween costume contest
- Having a Halloween movie night with people you live with
- Having a scavenger hunt-style trick-or-treat search with your household members in or around your home rather than going house to house

### Moderate risk activities

- Participating in one-way trick-or-treating where individually wrapped goodie bags are lined up for families to grab and go while continuing to social distance (such as at the end of a driveway or at the edge of a yard)
  - If you are preparing goodie bags, [wash your hands](#) with soap and water for at least 20 second before and after preparing the bags.
- Having a small group, outdoor, open-air costume parade where people are distanced more than 6 feet apart
- Attending a costume party held outdoors where protective masks are used and people can remain more than 6 feet apart
  - A costume mask (such as for Halloween) is not a substitute for a cloth mask. A costume mask should not be used unless it is made of two or more layers of breathable fabric that covers the mouth and nose and doesn't leave gaps around the face.
  - Do not wear a costume mask over a protective cloth mask because it can be dangerous if the costume mask makes it hard to breathe. Instead, consider using a Halloween-themed cloth mask.
- Going to an open-air, one-way, walk-through haunted forest where appropriate mask use is enforced, and people can remain more than 6 feet apart
  - If screaming will likely occur, greater distancing is advised. The greater the distance, the lower the risk of spreading a respiratory virus.
- Visiting pumpkin patches or orchards where people use hand sanitizer before touching pumpkins or picking apples, wearing masks is encouraged or enforced, and people are able to maintain social distancing

- Having an outdoor Halloween movie night with local family friends with people spaced at least 6 feet apart
  - If screaming will likely occur, greater distancing is advised. The greater the distance, the lower the risk of spreading a respiratory virus.
  - Lower your risk by following CDC's recommendations on [hosting gatherings or cook-outs](#).

### **Higher risk activities**

Avoid these higher risk activities to help prevent the spread of the virus that causes COVID-19:

- Participating in traditional trick-or-treating where treats are handed to children who go door to door
- Having trunk-or-treat where treats are handed out from trunks of cars lined up in large parking lots
- Attending crowded costume parties held indoors
- Going to an indoor haunted house where people may be crowded together and screaming
- Going on hayrides or tractor rides with people who are not in your household
- Using [alcohol or drugs](#), which can cloud judgement and increase risky behaviors
- Traveling to a [rural](#) fall festival that is not in your community if you live in an area with community spread of COVID-19



JANET T. MILLS  
GOVERNOR

STATE OF MAINE  
DEPARTMENT OF  
INLAND FISHERIES & WILDLIFE  
284 STATE STREET  
41 STATE HOUSE STATION  
AUGUSTA ME 04333-0041



JUDITH CAMUSO  
COMMISSIONER

September 22, 2020

Wayne Town Office/Aaron Chrostowsky  
P.O. Box 400  
Wayne, ME 04284

Dear Mr. Chrostowsky,

We are requiring all moorings in and around the cove of Androscoggin Lake that is adjacent to the Androscoggin Yacht Club that are placed outside 200 feet from shore, or greater than 1/3 the distance from shore, be moved by October 15, 2020 to a location compliant with Maine law, rules and regulations.

During a meeting held on July 28, 2020 at the Androscoggin Yacht Club, IFW Warden Chabot, Tim Thurston and I explained that several moorings in the cove are not in compliance with the placement requirements of Maine law, and that those moorings needed to be moved. We agreed to wait a reasonable amount of time for the Town of Wayne to seek guidance on their ordinance outlining mooring placement. I believe we have met that obligation.

Please help us inform mooring owners that all moorings must be moved to compliant locations within 200 feet from shore, but no greater than 1/3 the distance from shore, by no later than October 20, 2020.

Feel free to contact me in the event I can be of help to you.

Respectfully,

Lt. Adam Gormely  
Maine Warden Service

Cc Androscoggin Yacht Club/Frank Barley

## Wayne Town Manager

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**From:** Walter McKee <WMcKee@McKeeLawMaine.com>  
**Sent:** Friday, September 25, 2020 9:56 AM  
**To:** Gormely, Adam  
**Cc:** Wayne Town Manager; Philip Saucier; Bellows, Shenna; Ackley, Kent  
**Subject:** RE: Androscoggin Lake Mooring  
**Attachments:** Andro lake deadline letter.pdf

Lt. Gormley,

This letter was forwarded to me. I did not get a direct copy but I see that one State Representative was copied. Two other legislators that were at our summer meeting were not. I have copied them here, along with the Town's counsel.

At the meeting there was a specific reference to the AG's Office providing an opinion. In fact Sen. Bellows had direct contact at the very meeting we all attended. The AG was contacted formally by the Town attorney and the AG agreed to review the matter. He first wanted to have the agency at issue – which was not IFW – weigh in and then he would conduct his own review. The agency was contacted and there was a discussion just this past Monday and we are awaiting the AG review now. The delays have occurred through no fault of the AYC or the Town, who all took immediate action on this.

We are very concerned that the Warden Service has taken this position and established a deadline without allowing the agreed upon process to continue, especially because issues related to moorings become essentially moot over the next 7 months. We are asking our legislators copied here to intervene here.

Walt McKee

*Walter F. McKee*  
*Attorney at Law*  
*McKee Law, LLC, P.A.*  
*133 State Street*  
*Augusta, Maine 04330*  
*207-620-8294*  
[www.mckeelawmaine.com](http://www.mckeelawmaine.com)

**MCKEE LAW**

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL, AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION, OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE. IF YOU READ THIS I WILL BE VERY SURPRISED.

## Wayne Town Manager

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**From:** Wayne Town Manager <townmanager@waynemaine.org>  
**Sent:** Friday, September 25, 2020 1:14 PM  
**To:** Gormely, Adam (Adam.Gormely@maine.gov)  
**Cc:** Dennis Keschl (dennis.keschl@legislature.maine.gov); Bellows, Shenna; Walter McKee <WMcKee@McKeeLawMaine.com> (WMcKee@McKeeLawMaine.com)  
**Subject:** FW: Androscoggin Lake Mooring  
**Attachments:** Andro lake deadline letter.pdf; ATT00001.htm  
**Importance:** High

Adam

I am dismayed by your actions today. At no time have you reached out to us to determine the status of this matter. If you had called me, you would find out that the Town is still working to resolve this issue for **your** agency. Below is an email from our Town Attorney. I believe we have worked in good faith. It would be a shame to ticket mooring owners while seeking interpretation on this matter from the AG's office. I would think **your agency** would wait on enforcement action on this complicated matter until you get a legal opinion.

Aaron

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**From:** Philip Saucier [mailto:psaucier@bernsteinshur.com]  
**Sent:** Friday, September 25, 2020 10:21 AM  
**To:** Boak, Scott; Parker, Lauren  
**Cc:** Wayne Town Manager  
**Subject:** FW: Androscoggin Lake Mooring

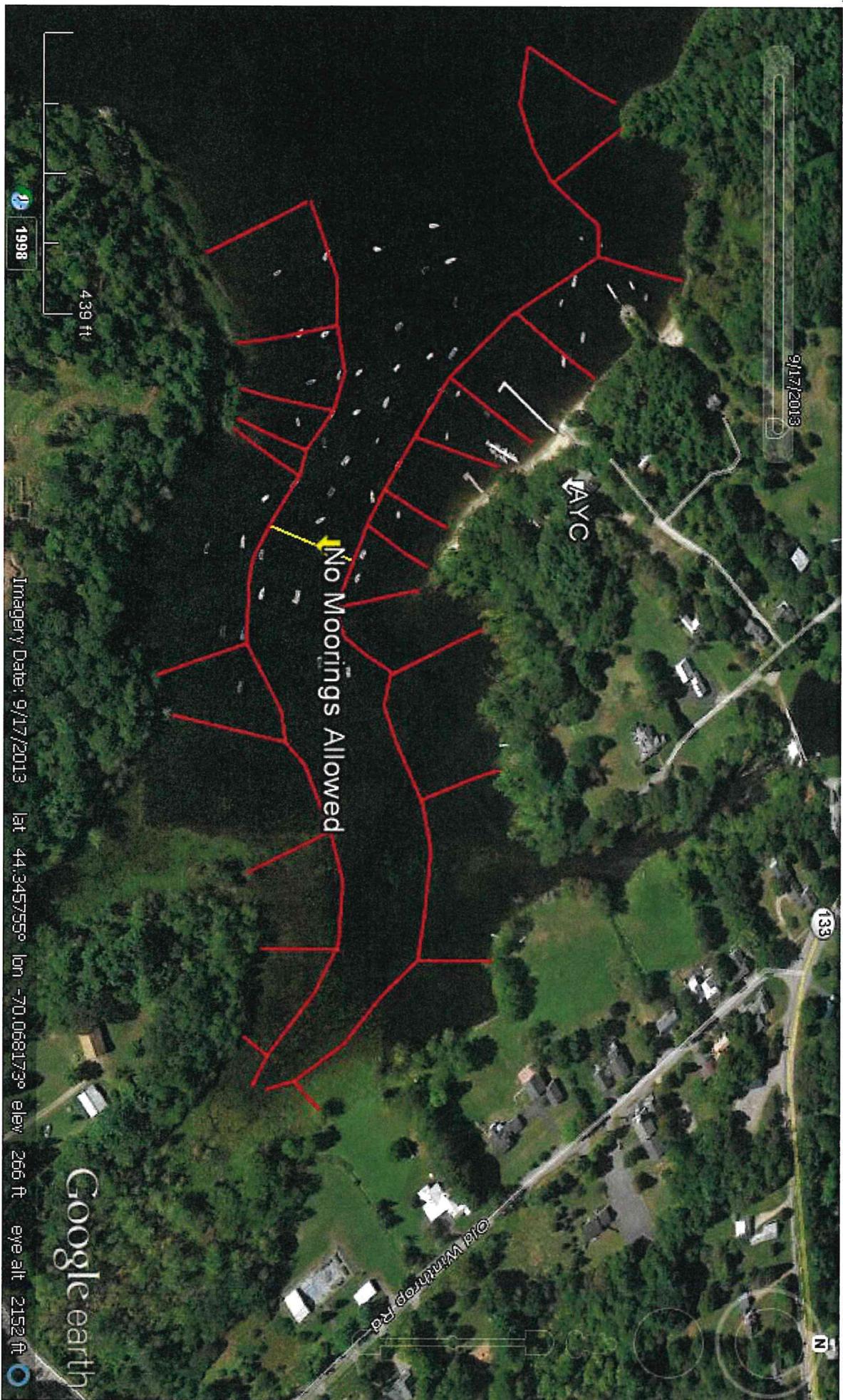
Good morning Scott and Lauren,

I'm writing to follow-up from our call last month, and a subsequent meeting at your request that we had with Tom Linscott from DACF earlier this week (via Zoom) with me, Aaron Chrostowski from the Town of Wayne, and Walt McKee from the Androscoggin Yacht Club regarding the Town's Mooring Ordinance and State's water safety zone regulations. While we appreciated the opportunity to discuss with Tom whether the parties could work toward a solution on the regulation of the channel and the location of moorings, ultimately it appears the issue will likely be a legal interpretation over the conflict between the two state laws. I left a phone message with Lauren after our meeting to relay the status of these discussions.

Unfortunately as you'll see below and in the attached letter, after the meeting the Town received the attached letter from the Maine Warden Service requiring all moorings outside 200' from the shore or greater than 1/3 the distance from the shore to be moved by October 15, 2020, since, in the Service's opinion, they had waited "a reasonable amount of time for the Town of Wayne to seek guidance on their ordinance outlining mooring placement" – and that they believed they met that obligation.

I'm not sure if Tom Linscott is aware of this position since we left the meeting with an agreement to continue to work together and likely send the issue back to your office. I have not forwarded this letter to Tom but would appreciate if you would or I am happy to if you do not have any issues with me contacting him directly. Regardless, as the Town has continued to work in good faith with your office and DACF on this issue, we strongly request that the State stay any further enforcement of this Order until we come to a resolution on the proper regulatory authority over the moorings.

Thank you and I would be happy to discuss this further,



9/17/2013

AYC

No Moorings Allowed

133

Old Warrig Rd

439 ft

1998

Imagery Date: 9/17/2013

lat 44.345755° lon -70.058173° elev 266 ft eye alt 2152 ft

Google earth

## Wayne Town Manager

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**From:** Margerum, Mark T <Mark.T.Margerum@maine.gov>  
**Sent:** Thursday, September 24, 2020 5:48 PM  
**To:** Skelley, John; Wayne Town Manager  
**Cc:** Ayotte, Tara  
**Subject:** RE: Dear River Pollution Control Facility/ Dam

Hi Aaron,

What sort of safety improvements are you thinking about for the Dead River Dam (DRD)? I have files in my office in Augusta on the DRD and can send you a copy of the deed the next time I am in there. In the meantime, inserted below is a summary of activities at the DRD from 2002 to 2013. I can bring this up to date at some point when I get back into the office. I could also send you a copy of the report of the 2008 inspection. As to grants, etc. I would defer to John's response on that below as I have no further information about grants.

Mark Margerum  
Maine Department of Environmental Protection  
(207) 287-7842 (desk)

### Dead River Dam, Leeds 2002 to 2013

It has been reported that the dam originally had four-foot tall flashboards but that these were destroyed in 1936 and not subsequently maintained. Apparently the dam then had no flashboards from 1936 to the mid 1990's. At that time two-foot high flashboards were installed and maintained by local parties.

In 2002 the legislature allocated \$40,000 for the installation of new flashboards and the repair of an erosion problem which threatened the west end of the dam. The new flashboard system was installed in the fall of 2002, and was initially thirty-six inches tall on the east end of the dam, and forty-two inches tall on the west end of the dam. This staggered board system was intended to deflect flood flows away from the eroding embankment on the west bank, river side of the dam. Rip-rap was also installed at the west abutment of the dam in 2002.

The new flashboards were heavily damaged in December of 2003 when high flood waters combined with ice in the river to bend about half the supporting pins over on the west end of the dam in the area of the forty-two inch boards. This damage was repaired in June of 2004.

The flashboards were damaged again by floodwaters in early April, 2005. For the second time in little over a year, the damage was predominantly to the forty-two inch tall section of the flashboards. This time the damage was suspected to be from logs lodging on the boards. The decision was made to replace the flashboards with thirty-six inch tall boards across the entire dam to reduce the frequency of damage. These repairs were accomplished in September, 2005.

In 2008, an engineering inspection of the dam was conducted. This inspection identified the need for the replacement of one flapper gate and concrete repair work on the face of the dam and grouting under the dam to fill gaps that were allowing water to flow under the dam.

In 2009, the work recommended in the 2008 report was conducted, including replacing one flapper gate, concrete repair work to the face of the dam, and concrete grouting under the apron of the dam. Improvements were also made to the access road.

In 2010, minor repairs were made to the flashboards.

In 2011, approximately 10 pins and associated flashboards on the easterly side of the dam were damaged in late summer flooding. These pins and flashboards were replaced in October.

In 2013, approximately 12 bent pins on the westerly side of the dam were replaced in November.

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**From:** Skelley, John <John.Skelley@maine.gov>  
**Sent:** Tuesday, September 22, 2020 4:43 PM

**To:** Wayne Town Manager <townmanager@waynemaine.org>

**Cc:** Margerum, Mark T <Mark.T.Margerum@maine.gov>; Ayotte, Tara <Tara.Ayotte@maine.gov>

**Subject:** RE: Dear River Pollution Control Facility/ Dam

Hi Aaron,

My apologies in the time getting back to you after your inquiry last week.

For the inspection reports, I did see Dead River and Wayne Village and those reports are still being drafted. There was a potential issue with some of our previous reporting a few years back so I've held off in issuing reports for most dams just so information didn't get issued twice and have it potentially contradict previous issuances based on classifications. The matter is pretty much being finalized this week, so I hope to get reports out soon.

Since all the Dams you have listed (Dead River, Wayne Village, Lovejoy Pond) are low hazards in MEMA's classification system, any recommendations we make are pretty much just for the sake of prolong the life of the dam; MEMA cannot legally enforce those recommendations unless they threaten public safety or the hazard classification changes.

Just a quick piece on each:

**Dead River:**

It is a flood control dam owned by the State of Maine DACF (contact person is unknown, I inspected it just by showing up – I believe COVID created an issue with contacting people in that office). The dam itself isn't in terrible shape, except for some minor concrete spalling, exposed sheet piling under concrete capping, concrete surficial wear. There may be a capacity issue in where the dam gets overtopped (as evidenced by the yielded steel tubing where flashboards are used in the spring), but it appears that it is from a backflow in the tailwater and potentially more an issue of capacity of the downstream reach to pass flows rather than the dam. More info to follow on this. The Town will likely be a Cc on the report/observation sheet since they are an interested party and not the Owner.

**Wayne Village:**

The granite structure looked pretty good with minimal seepage. All steel and aluminum appurtenances looked to be in relatively good condition and working order. Some areas of concrete near the gate structure did look to be showing signs of some aging and cracking with alkali silicate reactions, but it didn't appear to be anything serious and I didn't see any signs of new cracks forming. The dam is in fair condition. Again, more to follow on this.

**Lovejoy Pond:**

I didn't get to fully inspect this as there was a workplace accident with my assistant and we had to leave about 10 minutes after showing up. I did see signs of seepage on the right of dam at the base, but nothing that appeared to be quite excessive given the age of the structure. The concrete walls on the right of the dam also looked to be in fair condition. The stoplogs on the left of the dam looked to be in fair condition with minimal leakage between timbers. A more thorough evaluations will need to take place.

All 3 three dams in Wayne/Leeds area looked to be in okay condition from what I could see on the surface and the lack of glaring evidence in the surrounding areas that would indicate past high flows, dam structure rotation, settlement, and imminent failure. There is some erosion downstream of Dead River Dam, but this is to be expected given that it is run of river type dam and the flows going through in the spring can be high enough to create a backwater over the top of the lower dam structure. Generally speaking, resurfacing concrete, inspecting/replacing timbers, monitoring steel erosion, and potentially looking at dam redesign (Dead River) is where I would probably focus efforts on. So for the Wayne Dams, efforts may be a bit clearer than the State Owned Dead River Dam in Leeds. Again, more to follow on this in the next little bit.

As far as grants for engineering reports and other assessments, MEMA is not aware of any at the current time. Grants in the Covid/Post-Covid age might be sparse. I would think there might be a case for study of fish

passage, though, and with that sometimes comes an evaluation of rehabbing the structure in order to accommodate new structural and hydraulic loadings. That may be an avenue you could take.

Any dam deeds we assume would be through the work of the Town.

Please let me know if you have any further questions or concerns. We will be sure to get reports/observations to you soon (for low hazards, reporting will most likely be minimal just given hazard class but there will still be enough that you could converse with other engineers/consultants if the Town looks to go that way).

Thanks,

**John Skelley, P.E.**

State Dam Inspector

Maine Emergency Management Agency

72 State House Station

45 Commerce Drive, Suite 2

Augusta, ME 04333

Desk: (207) 624-4465 | Cell: (207) 458-9556

[john.skelley@maine.gov](mailto:john.skelley@maine.gov)

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**From:** Wayne Town Manager <[townmanager@waynemaine.org](mailto:townmanager@waynemaine.org)>

**Sent:** Tuesday, September 22, 2020 4:12 PM

**To:** Margerum, Mark T <[Mark.T.Margerum@maine.gov](mailto:Mark.T.Margerum@maine.gov)>

**Cc:** Skelley, John <[John.Skelley@maine.gov](mailto:John.Skelley@maine.gov)>

**Subject:** Dear River Pollution Control Facility/ Dam

**Importance:** High

**EXTERNAL: This email originated from outside of the State of Maine Mail System. Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Mark

I am writing to find out the following:

The Town is interested in making dam safety improvements...we need the following information

- Dam Deed
- Latest dam evaluation is done by MEMA Dam Inspector;
- Grants to study and make improvements to the dam

If you have any questions, please don't hesitate to contact me at (207) 877-1214 or [townmanager@waynemaine.org](mailto:townmanager@waynemaine.org).

Aaron



Virus-free. [www.avast.com](http://www.avast.com)

March 3, 2020  
W-P Project No. MCVME

Mr. Aaron Crostowsky  
Town Manager  
PO Box 400  
Wayne, ME 04284

Subject: Androscoggin Lake  
Lake Water Level and Dam Improvements Study

Dear Mr. Crostowsky:

As a follow to our discussions regarding Androscoggin Lake water levels and the Dead River Flood Control Dam condition we have prepared the following draft scope of services for your consideration and review. We have developed two main areas of study. The first focuses on developing a predictive model for the lake levels based on available Androscoggin River flow information. Androscoggin River flow is only one of the influences on the lake level but it is important in major flooding events. The second area of the scope looks at the Dead River Flood Control Dam and the improvements related to safety and maintenance. The dam is an important factor in the control the water level of Androscoggin Lake. The dam is also owned by the state of Maine.

Proposed Scope of Services:

1. Develop a water level correlation model for Androscoggin Lake water levels and prepare information that may be used for a flood warning notification system:
  - a. Review available historic flow gauge records from both the Androscoggin River and the Dead River to determine the correlation between the Androscoggin River flows and the water elevation at the Dead River Dam. Assuming a correlation can be established, develop estimates for water levels at the Dead River Dam, and Androscoggin Lake, based on flow information from gauging stations on the Androscoggin River.
  - b. Survey the Pocasset Lake dam and gather available plans so that water flow rate of the dam outlet can be estimated for a given Pocasset Lake water elevation from the staff gauge as a measure of quantity of water flowing into Androscoggin Lake.
  - c. Develop an elevation model of the lake and using GIS property information (from Wayne, Leeds does not have GIS property info) and available GIS topography to determine what properties are impacted at particular water level increments.
  - d. Provide water elevation prediction model and flood information to Towns or Lake Association for a notification system. Note we do not have information on structure

Mr. Aaron Crostowsky  
Town Manager



March 3, 2020  
Page 2 of 2

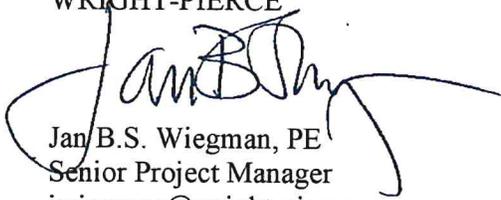
elevations so we would just be able to see how far into various properties the water would come.

2. Prepare recommendations for safety and maintenance improvements to the Dead River Dam.
  - a. Conduct a visual observation of the dam and note conditions of stop logs, flash boards, trash racks and flap valves and embankments.
  - b. Survey the dam to establish elevations and dimensions of the dam using a combination of field survey and drone photography.
  - c. Develop a base plan and preliminary plans for the proposed updates.
  - d. Develop a report that makes recommendations for dam safety and maintenance improvements with a focus on trash racks and stop log outlet control, condition of flapper valves and flash board system. Prepare cost estimates for the recommended improvements.

When we have your input on the scope of services, we can make adjustments to the scope and prepare a fee estimate for your consideration.

We look forward to discussing the project with you .

Sincerely,  
WRIGHT-PIERCE



Jan B.S. Wiegman, PE  
Senior Project Manager  
jwiegman@wright-pierce.com

## DEAD RIVER DAM MAINTENANCE MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") is hereby entered into this 15th day of March, 2005, by and between: the Maine Department of Environmental Protection ("DEP"), the Maine Department of Agriculture, Food and Rural Resources ("DOA") ("collectively the Agencies"); the Town of Leeds, Maine ("Leeds"); the Town of Wayne, Maine ("Wayne") (collectively, "the Towns"); the Androscoggin Lake Improvement Corporation ("ALIC"), a Maine not-for-profit corporation; the International Paper Company, a for-profit corporation with operations in Maine; and Mead Westvaco, a for-profit corporation with operations in Maine (collectively, "the Companies" or individually "company") (all hereinafter collectively "the Parties").

**WHEREAS**, on April 5, 2004, the Department of Environmental Protection issued the *Report on the Dead River Dam and Androscoggin Lake* ("Report") which found that the so-called Dead River Dam ("Dam"), located on the Dead River in the Town of Leeds, Androscoggin County, serves an important pollution control function by reducing the flooding of Androscoggin River waters into Androscoggin Lake, and recommended that the dam be maintained with flashboards as installed in the fall of 2002 for a period of at least five years while the impacts of the new flashboards are monitored and evaluated;

**WHEREAS**, subject to the terms hereof, DOA, the owner of the Dam, is currently committed to either retaining ownership of the Dam with the assistance of and technical support from the DEP for a period of five years from the effective date of this MOA, or transferring ownership of it to another agency of the State of Maine;

**WHEREAS**, subject to the terms hereof, DOA wishes to delegate to a Dam Maintenance Committee, comprised of DOA, DEP, ALIC, and the Towns, the authority to perform those day to day operations necessary to maintain the structural integrity of the Dam (including the flashboards), maximize its intended performance (including the unimpaired operation of the floodgate), and monitor its effectiveness, with such delegated authority being limited to performance of those operations that are funded with the monies made available in this MOA;

**WHEREAS**, DEP has statutory responsibility to prevent and abate water pollution and monitor and protect the health and integrity of the State's lakes, and this MOA is in furtherance of that statutory responsibility;

**WHEREAS**, the Towns recognize the importance of an environmentally healthy Androscoggin Lake and Dead River ecosystem to the well being of the Towns, their residents and businesses, and to the natural life that relies upon the ecosystem, and are prepared to provide assistance and support to the work being undertaken pursuant to this MOA, as set forth herein;

**WHEREAS**, the Companies recognize the importance of an environmentally healthy Androscoggin Lake and Dead River ecosystem, further recognize that a well-maintained Dam is necessary to protect the Lake from pollutants found in the waters of the Androscoggin River discharged, in part, by the Companies, and are prepared to provide assistance and support to the work being undertaken pursuant to this MOA, as set forth herein;

**WHEREAS**, ALIC and its members live near or recreate on Androscoggin Lake or the Dead River, own or work in businesses that rely upon an environmentally healthy Androscoggin Lake and Dead River ecosystem, and otherwise use and enjoy the lake and river, and are prepared to provide assistance and support to the work being undertaken pursuant to this MOA, as set forth herein;

**WHEREAS**, the Parties recognize that the representations and commitments made by DOA, DEP and the Towns in this MOA are subject to and contingent upon the respective agency or town continuing to possess the statutory and regulatory authority needed to comply with the terms of the MOA, are subject to all applicable legal requirements and, where applicable, are further subject to and contingent upon the appropriation and availability of funds for the purposes of undertaking their respective roles under this agreement, as determined by each of them; and

**WHEREAS**, the Parties intend this Memorandum of Agreement to be a binding contract among the Parties, construed and enforceable under the laws of the State of Maine;

**NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:**

**I. Establishment of Dam Maintenance Committee and Leeds' Dead River Dam Maintenance Fund**

**A. Dam Maintenance Committee**

**1. Purpose and Duties; Composition**

A Dam Maintenance Committee ("Committee") is hereby formed to provide assistance to DOA in maintaining and making any needed repairs to the Dead River Dam, including but not limited to cleaning of the flood gate and replacing broken flashboards. In addition, the Committee, through the arrangements with the Town of Leeds specified in Section I.B. of this MOA, shall manage certain funds provided to the Committee for the purpose of maintaining the dam and monitoring its effectiveness. The Committee is comprised of those individuals appointed for service on the Committee by DOA, DEP, Leeds, Wayne and ALIC, with each entity appointing one designated voting representative.

## 2. Governance and decision-making

The Committee will meet as needed, but at least once annually in the spring, upon seven days notice to members. Notice shall be by email, phone call, and/or regular mail. Meetings shall be organized and run by a Chairperson elected annually by a vote of all members present at the spring meeting. The Committee shall strive to reach consensus on expenditures from the fund. If consensus is not reached, a vote shall be taken, with Leeds, Wayne, ALIC and the DEP and DOA each having one vote, to be cast by an individual designated by each entity for such purpose. Attendance of no less than three voting representatives constitutes a quorum necessary to do the business of the Committee.

## 3. Use of Monies in the Fund; Authority to Expend Funds and Contract for Services

The Committee is authorized and responsible for managing and disbursing all funds held in the Dead River Dam Maintenance Fund ("Fund"), in furtherance of the purpose of the Committee and the Fund, and pursuant to Section I.B. [see related comments above], including all reasonable maintenance of the Dam and its appurtenant property and right-of-way, including but not limited to the maintenance of flashboards and floodgates. Any contract over \$2,500 shall be subject to an open bid process in accordance with the usual procedures of the Town of Leeds. (This MOA is not intended to cover major reconstruction or replacement of the dam, which would be subject to any applicable legal requirements for public improvements under Title 5, Section 1741 et seq. and all other applicable state contracting requirements.) Funds shall also be used to provide the local match that may be required for the maintenance of a water flow gage ("gage") by the United States Geological Survey ("USGS") on the Dead River. The Chairperson of the Committee shall provide disbursement instructions to Leeds based on the decision of the Committee. All monies unspent and remaining in the Fund at the end of any fiscal year shall be carried forward in the Fund and shall remain in the Fund until disbursed by the Committee.

### B. Town of Leeds Dead River Dam Maintenance Fund

Leeds hereby agrees to establish a Dead River Dam Maintenance Fund ("Fund"), as a separate, segregated, interest-bearing and retaining account that is part of the books of accounts of Leeds. The Fund is authorized to receive monies from the Companies pursuant to Section II of this MOA, and from other funding sources that, from time to time, may desire to contribute monies in furtherance of the purpose of the Committee. Monies residing in the Fund shall be disbursed to third parties for services rendered but only pursuant to the instructions of the Chairperson of the Committee. Leeds shall report to the Committee on a semi-annual basis, or more frequently if desired by the Committee, on all monies received by or disbursed from the Fund, and the balance of monies in the Fund.

## II. Payments into the Fund

Beginning on February 1, 2005, and continuing annually according to the schedule provided below, each company shall deposit into the Fund, pursuant to deposit instructions provided by Leeds, the following amounts:

- By February 1, 2005: \$ 5,000.00
- By February 1, 2006: \$ 5,000.00 + inflation rate from previous year, calculated by Consumer Price Index ("annual inflation factor")
- By February 1, 2007: Previous year amount + annual inflation factor
- By February 1, 2008: Previous year amount + annual inflation factor
- By February 1, 2009: Previous year amount + annual inflation factor
  
- On each February 1<sup>st</sup> thereafter, and extending so long as the Maine Pollutant Discharge Elimination System (MEPDES) Permit and waste discharge license currently scheduled to be issued to each company by DEP in 2005 is in effect, terminating when the company has been issued a subsequent renewal of those licenses  
Previous year amount + annual inflation factor

## III. Additional Commitments by ALIC

In addition to other commitments of resources made by ALIC in this MOA, for a period of five years from the effective date of this MOA, ALIC shall provide in-kind services, in the form of personnel and office space, to assist in the maintenance and repairs of the Dam, and field work and data compilation related to monitoring of its effectiveness, representing an annual monetary value of \$1500.00.

## IV. Additional Commitments by DOA

Subject to the terms hereof, DOA commits that, for a period of five years from the effective date of this MOA it shall not abandon the Dam, or transfer ownership of the Dam to another State of Maine agency unless that agency has agreed to abide by the terms of this MOA.

## V. Additional Commitments by DEP

### A. Monitoring of phosphorus levels in Androscoggin Lake

DEP acknowledges the importance of ongoing monitoring of the phosphorus levels in Androscoggin Lake and the Dead River by DEP, in order to assess whether the

Dam is successfully impeding the flow of phosphorus into the lake and whether applicable water quality criteria are being achieved. For a period of five years from the effective date of this MOA, DEP commits to providing the staffing and financial support necessary to make these assessments on an annual basis.

B. Report

No later than five years from the effective date of this MOA, DEP shall issue a written report ("report") that reassesses the effectiveness of the Dam, based on the performance of the Dam during the preceding five years and the results of various monitoring studies.

VI. Miscellaneous

A. Amendments

No amendment to this MOA shall be valid unless in writing and signed by all of the Parties.

B. Authority; Binding Effect

By executing this MOA, each Party represents, warrants and covenants that it has the right, power and authority to enter into this MOA, to become a signatory hereto and to perform its obligations hereunder, and that this MOA is a legal, valid and binding obligation of each Party, enforceable against the Party in accordance with its terms. This MOA and the rights and obligations hereof shall be binding upon, and shall inure to the benefit of, the successors and assigns of the Parties hereto. Notwithstanding the foregoing, all parties acknowledge that the obligations of DEP, DOA and the Towns contained in this MOA are subject to and contingent upon the respective agency or town continuing to possess the statutory and regulatory authority needed to comply with the terms of the MOA, are subject to all applicable legal requirements, and, where applicable, are further subject to and contingent upon the appropriation and availability of funds for purposes of undertaking their respective roles under this agreement, as determined by each of them.

C. Governing Law

This MOA shall be construed and governed in accordance with the laws of the State of Maine, without regard to Maine's conflict of law principles.

D. No Waiver

No failure by a Party, at any time, to enforce any right or remedy available to it under this MOA shall be construed to be a waiver of a Party's right to enforce each and every provision of this MOA in the future. Any waiver of any rights under this Agreement must be provided in writing.

E. No Admission of Liability

Execution of this MOA shall not constitute nor be constructed, interpreted or used as evidence of an admission of liability or fault by the Companies.

F. Execution in Counterparts

For the convenience of the Parties and to facilitate execution, this MOA may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

G. Effective Date

This MOA shall be effective upon execution by all parties, and shall remain in effect until each and every Maine Pollutant Discharge Elimination System (MEPDES) Permit and waste discharge licenses currently scheduled to be issued to each of the companies by DEP in 2005 has terminated and been replaced by a subsequently issued permit and license.

IN WITNESS WHEREOF, the Parties hereto have duly executed this MOA as of the day and year first above written.

Maine Department of Agriculture, Food and Rural Resources

Robert W. Spear Date: 12/7/04  
By: Robert W. Spear, Commissioner

Maine Department of Environmental Protection

Dawn R. Gallagher Date: 12/8/04  
By: Dawn R. Gallagher, Commissioner

Town of Leeds, Maine

Errol F Additon Date: 12-15-04  
By: Errol F. Additon, Selectman

A. Theodore Barker Date: 12-15-04  
By: A. Theodore Barker, Selectman

Gerald Burgess Sr Date: 12-15-04  
By: Gerald B. Burgess, Sr., Selectman

Town of Wayne, Maine

Stephanie Haines Date: 12/21/04  
By: Stephanie Haines, Selectman

Carrol Paradis Date: 12-21-04  
By: Carrol Paradis, Selectman

Sally M. Towns Date: 12-21-04  
By: Sally Towns, Selectman

James Turner Date: 12-21-04  
By: James Turner, Selectman

Gary A. Kenny Date: 12-21-04  
By: Gary Kenny, Selectman

Androscoggin Lake Improvement Corporation

Anne L Huntington Date: Dec 31, 04  
By: Anne Huntington, President

Martha Hodginott Date: Dec. 31, 2004  
By: Martha Hoddinott, Vice President

Molly Saunders Date: Dec 31 2004  
By: Molly Saunders, Chair, Dead River Dam Project

Alison Rich Date: 12/30/04  
By: Alison Rich, Treasurer

International Paper Company

  
By: Raldo Martini, Mill Manager

1-12-05  
Date

  
By: Thomas B. Saviello, Manager Environment

1-12-05  
Date

MeadWestvaco



Date: 3/15/05

By: Scott Reed, Environmental Manager

DEP Letter of support November 22, 2004

Addressed to the parties to the MOA and issued upon signing of MOA

Today, various parties, including the DEP, executed a Memorandum of Agreement governing the maintenance of the Dead River Dam in Leeds, Maine. I write to express our support for this cooperative approach to dealing with these issues, and to affirm our commitment to continue to participate as an active member of the maintenance committee.

I would also like to reiterate the commitments that the Department made in the Report on the Dead River Dam and Androscoggin Lake which we submitted to the Natural Resources Committee, dated April 5, 2004. In addition to the commitment to continue to work with the parties in cooperative efforts to maintain the dam with the new flashboards as exhibited by this MOA, the Department made specific commitments relating to monitoring the trophic state of Androscoggin Lake, monitoring persistent bioaccumulative toxins, wetlands monitoring in the delta of the Dead River, identifying options to dealing with the erosion on the west bank of the Dead River, and making a recommendation of an appropriate state agency to assume the state's primary maintenance obligation for the Dead River Dam:

#### Trophic Monitoring

The DEP will continue its partnership with local volunteers to monitor the trophic state of Androscoggin Lake to assess the effectiveness of the Dead River Dam with the new flashboards. The DEP will provide support for this monitoring through its Lakes Program funding.

The DEP will continue to be available to work with the parties to pursue implementation of the watershed management plan. The DEP in partnership with other interested parties will also explore non-point source control options to reduce phosphorus in the Androscoggin River watershed.

#### Persistent Bioaccumulative Toxin Monitoring

DEP will continue to monitor dioxin in fish from Androscoggin Lake in its annual Dioxin Monitoring Program.

DEP supports continued monitoring of mercury and PCBs in Androscoggin Lake in a program similar to that outlined in parts 1A, 1B, 1C, 2, and 3 of the plan recommended by ALIC and BioDiversity Research Institute (January 29, 2004). Although the plan outlines program elements for each of 5 years, DEP supports flexibility to modify the plan each year following year one depending on the results of the previous years as appropriate. Overall effort should remain the same each year unless DEP determines a smaller level of effort is sufficient. Annual costs are estimated at ~\$15,000 per year except for year 1 and potentially another year when PCB analysis would be included for a total of ~\$21,000 per year. DEP will support ALIC in seeking funding, from sources

such as Maine Outdoor Heritage Fund grants or other public or private contributions, to continue to study these concerns.

Maine has taken a leadership role nationally in the reduction of dioxin and mercury emissions. The DEP will continue to address sources of these toxins through the Dioxin Monitoring Program, through wastewater discharge licensing, and other programs as appropriate.

#### Wetlands Monitoring

The DEP will work with the Towns of Leeds and Wayne and other interested parties to develop a monitoring program for the Delta, as agreed among the parties. The DEP will also work with these parties and other state and federal agencies to secure funding for this work.

#### Erosion Control

The DEP will work with other state and federal agencies and interested parties to identify options for addressing the erosion on the west bank of the river which threatens the adjacent agricultural field.

#### Dam Ownership

No later than five years from today, the DEP will make a recommendation for an alternative state agency to replace the Department of Agriculture as the agency with primary responsibility for the dam. Title to the dam would remain with the state, with a commitment not to abandon the dam so long as it is necessary to protect the water quality of Androscoggin Lake.

#### USGS Gage

The DEP is committed to paying the local match to maintain a stage height gage on the Dead River for the year 2004. This local match will be provided from the maintenance funds controlled by the maintenance committee in future years.

#### Reporting

The DEP is committed to revisit the management of the dam in five years, and preparing a summary of all we have learned from the monitoring and from experience managing the dam with the new flashboards. The summary will also contain any recommendations for further studies or other management options to be taken. This study will be prepared in consultation with the interested parties and submitted to all parties and the legislature in 2009. Depending on the outcome of those studies, an additional five years of monitoring and corresponding summary report may very likely be necessary.

Of course, these commitments are subject to and contingent upon the DEP continuing to possess the statutory and regulatory authority needed to carry out these functions, are subject to all applicable legal requirements, and, where applicable, are further subject to and contingent upon the appropriation and availability of funds for purposes of undertaking these functions.



## KNOW ALL MEN BY THESE PRESENTS,

That I, Dr. Willis E. Gould of Leeds, County of Androscoggin and State of Maine, in consideration of four hundred (400) dollars, paid by the Directors of Androscoggin Lake Dam, duly appointed and acting on behalf of the State of Maine by virtue of Chapter 127 of the Private and Special Laws of 1831 of the State of Maine, the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey, unto the said State of Maine, its agents and assigns forever,

A certain lot or parcel of land situated in said Leeds, County of Androscoggin and State of Maine, bounded and described as follows: Beginning at an iron stake on the north bank of Dead River, ten (10) feet north of a group of three birches on the north shore of said River; thence running N. W. xN. one hundred (100) feet more or less to another iron stake; thence turning an angle of ninety (90) degrees and running N.E. xE. one hundred (100) feet more or less to another iron stake; thence turning an angle of ninety (90) degrees and running S.E. xS. one hundred (100) feet more or less to another iron stake on the North bank of said River and continuing in the same straight line to the center of said River; thence running Easterly along the center line of said River one hundred (100) feet more or less to a point in said center N.W.xN. from an iron stake on the South bank of said River which stake is approximately seventy-five (75) feet Easterly from the edge of a hay field; thence running S.E.xS. through said stake and continuing in said course one hundred (100) feet more or less to another iron stake; thence turning an angle of ninety (90) degrees and running S.W.xW. two hundred (200) feet more or less to another iron stake; thence turning an angle of ninety (90) degrees and running N.W.xN. one hundred (100) feet more or less to another iron stake on the South bank of said River which stake is approximately one hundred twenty-five (125) feet Westerly from the edge of the hay field hereinbefore mentioned; thence continuing in the same course across the said River to the iron stake begun at, containing ten thousand (10,000) square feet more or less on the North bank of said River and twenty thousand (20,000) square feet more or less on the South bank of said River and the bed of said River as hereinbefore defined.

Also a perpetual right of way fifteen (15) feet wide and right of ingress and egress to the Grantee, its Agents, servants and assigns, in, to and over the road as now defined leading from the parcel herein conveyed on the South bank of Dead River to the Town road leading Easterly along the South bank of Dead River to the Androscoggin River.

Also a right of way fifteen (15) feet wide and right of ingress and egress to the Grantee, its agents, servants and assigns, in, to and over the land of the Grantor herein lying next North of the parcel herein conveyed on the North bank of Dead River, said right of way to be selected by said Directors of Androscoggin Lake Dam to connect the parcel herein conveyed on the North bank of Dead River to the Town road leading Easterly along the North side of Dead River to the Androscoggin River; said right of way is not perpetual but shall cease and revert to the Grantor herein, his heirs and assigns upon the completion of a dam between the parcel herein before defined on the North bank of Dead River and the parcel hereinbefore defined on the South bank of Dead River.

To Have and to Hold the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said State of Maine, its agents and assigns, to its and their use and behoof forever.

And I do covenant with the said Grantee, its agents and assigns, that I am lawfully seized in fee of the premises, that they are free of all encumbrances; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs, shall and will warrant and defend the same to the said Grantee, its agents and assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof, I, the said Dr. Willis E. Gould and Eunice L. Gould, wife of the said Dr. Willis E. Gould, joining in this deed as Grantor, and relinquishing and conveying my right by descent and all other rights in the above described premises, have hereunto set our hands and seals this twenty-third day of September in the year of our Lord one thousand nine hundred and thirty-two.

Signed, Sealed and Delivered  
in presence of

Geo. C. Webber to both

Willis E. Gould (seal)

Eunice L. Gould (seal)

September 26, 2020

Hello Aaron and Don,

This is in response to Aaron's and the Town's email of September 18, 2020.

Aaron's email and subsequent hard copy letter to us, including the Selectboard's response, are not satisfactory.

We never received any notice from the Town notifying us of plans to do any work on our property. Even if we had received the notice (which we did not) that Aaron pointed out to us on the Town's website, we would not have contacted the town because the work that the Town subsequently performed, was not on a Town right of way or shoulder as called out in the notice. It was totally on our property. Further, there was no mention of clearing trees, simply: **Reclaim "leave in place", Fine Grade "reshape road base" and Compact**

We have date and time stamped pictures of the End Of Road sign that the Town installed, of its own volition, a few years ago toward the north end of our driveway. The pad was put in and the tree was cut down far south of this sign further in on our property. Photos attached.

This is what we are doing and what we expect the Town to do:

We are working with a tree specialist to find the right kind and size of replacement tree for the site. We will learn the cost once the tree is chosen and will inform the Town.

We expect the Town to pay for the tree and its installation

We will install an appropriate bluetooth controlled timer, that synchronizes with our computer equipment, at the hose bib of our house to control the watering of the tree when it is installed.

We expect the Town to pay for this timer

We will install hose from the house down to the tree. It is approximately ¼ mile. We already have hose but will need more.

We expect the Town to pay for additional hose.

We will have the tree specialist come to inspect the tree periodically, as they deem necessary.

We expect the Town to pay for the cost of these visits.

Further, we expect the Town to honor the changes that the Town has decided to implement by ceasing dumping, pushing or storing any sand, snow or other items or detritus or any equipment anywhere on our property. We expect the Town to order the snow removal contractor not to block access to our driveway, to Peep Toad Path or to Cedar Point Road, with any snow, sand, equipment or anything else.

We suggest it might be helpful that the Town arrange for its own snowplow contractor to coordinate with the private snowplow contractors who will be clearing Peep Toad Path and Cedar Point so that they can agree on a schedule that will result in the snow being cleared for everyone without any piles of snow blocking any of the driveways or roads.

We are sorry to have to send this letter/email. It brings us no joy. We would much rather have the beech tree back. It is our profound wish that the people who are charged with administering the Town's policies and procedures make good decisions based on facts and obvious signs. That did not happen in this case and no one is happy about it.

Respectfully,

W.A.P. John and Julie Ritter



This photo shows the End Of Road sign, installed by the Town several years ago, towards the north end of our driveway. Past it, far south of it, the area of destruction of our lawn and the elimination of our tree in the area where the construction equipment is shown



This is a combination of two photos to show the panoramic view of the End Of Road sign and the construction area. The little yellow symbol is the size of the tree that the Selectboard is offering to install.

**End of road sign**

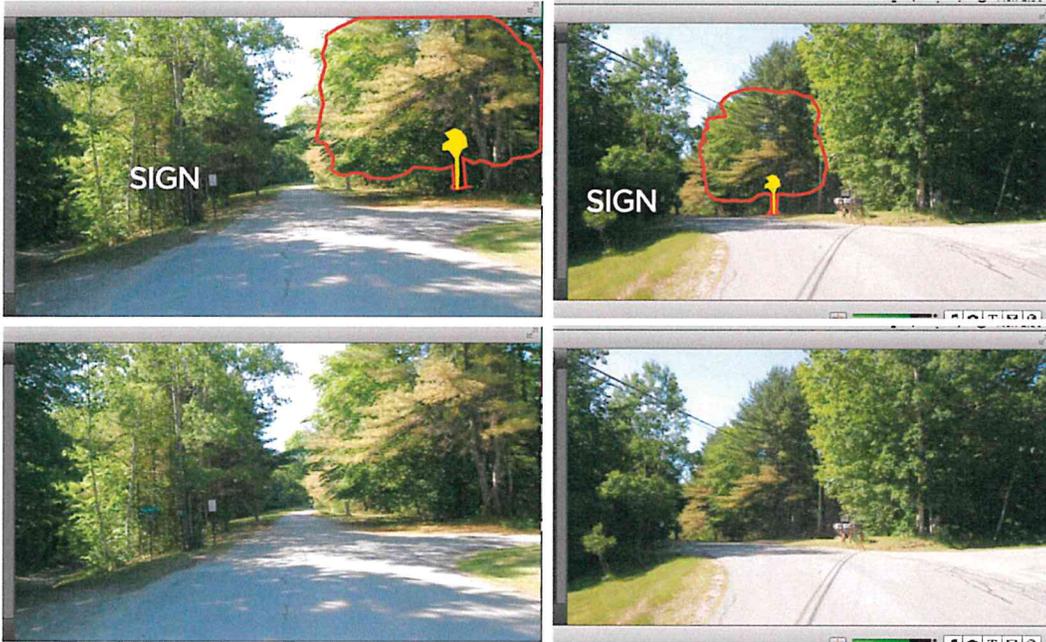


**Approx property line** .....  
**(from memory)**

The above shows the location of the Town-Installed "End Of Road" sign, north of the intersection with Cedar Point Road, and then the tree that the Town cut down and the pad installed, south of Cedar Point Road. Google Satellite Images.



Showing installation of parking pad and elimination of tree, south of Cedar Point Road.



Bottom Left: Photo of the driveway without any changes.

Top Left: Same photo with red outline of the beech tree that was cut down, showing its size, and the yellow shape symbolizing the size of the tree the Town is proposing as a replacement

Bottom Right: Longer shot of driveway with the sign, before disruption.

Top Right: Indicating location of sign, and the size of the beech tree and its proposed replacement



## View from the South

This is a photo of the beech tree from May of 2020 with the small yellow symbol for the proposed replacement.

## Wayne Town Manager

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**From:** Zachary B. Brandwein <zbrandwein@bernsteinshur.com>  
**Sent:** Monday, October 5, 2020 10:48 AM  
**To:** townmanager@waynemaine.org; ceolpi@waynemaine.org  
**Cc:** Philip Saucier; Sara-Maria Lamiette  
**Subject:** RE: Branagan Estates  
**Attachments:** 20201002 Town of Wayne - 80E Warrant Application.docx; 20201005 Town of Wayne - 80E Notice Letter.doc

Hi Aaron & Jamie:

Good morning. I am happy to help the Town obtain an Administrative Inspection Warrant for 11 Branagan Estates Way.

Attached are: (1) a Rule 80E warrant application; and (2) a draft letter to Mr. Branagan from Jamie informing him that the Town seeks permission to conduct an inspection, and if he refuses to provide it by October 30, we will seek an Order from the Augusta District Court at 9:00AM on Wednesday, November 18.

The reason for the letter is that Rule 80E requires that we provide at least 24-hours notice to the owner that we intend to file the warrant application, and provide the exact date and time by which we will present that application. We should finalize the letter, send it via First Class and Certified Mail, and post it at the property as soon as possible.

Wednesday, November 18 at 9:00AM is the next available date and time for the Court to hear our application. Jamie, please let me know if that works for you. If it does, please keep that date on your calendar. I will go to court with you that morning to help present the application.

Finally, in the Warrant Application, we need to describe the specific ordinance provisions we believe Mr. Branagan is violating. I included the State junkyard and automobile graveyard law, but if Jamie has other Town Ordinances he believes are being violated, we should include those as well.

I am happy to discuss any of this further on the phone.

Thank you very much.

Zack

### **Zachary B. Brandwein**

he/him/his pronouns

**BERNSTEINSHUR** - Attorney

207 228-7371 direct

818 484-6689 mobile

### Online Payment

**Confidentiality notice:** If you are not the person intended to receive this email, please notify us and please do not make use of this email for any purpose. Thank you.

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**From:** Wayne Town Manager <[townmanager@waynemaine.org](mailto:townmanager@waynemaine.org)>

**Sent:** Wednesday, September 30, 2020 4:57 PM

To: Philip Saucier <[psaucier@bernsteinshur.com](mailto:psaucier@bernsteinshur.com)>

Cc: Jaime Hanson <[ceolpi@waynemaine.org](mailto:ceolpi@waynemaine.org)>

Subject: Branagan Estates

Importance: High

## EXTERNAL EMAIL

Phil

Attached is the following

- Branagan – Tax Map, Deed, Tax Card, Subdivision Map
- Violation Log – A record of all communication with Mr. Branagan
- Violation Letter – A copy of the letter sent
- Certified Mail / Return Receipt

Potential Violation

- 4 or more unregistered cars;
- 1 camper tow behind has there, 120 days +. A man greeted CEO from this trailer.
- At least two sheds, where people are possibly living in according to a neighbor;
- Marijuana grows, seen from far away from high ground and Google Earth.

Also, there is a violation of the covenant in the deed. Covenant said no trailers in the subdivision. They are two trailers on the property.

One of the sheds is on the neighbor's property; someone is living in shed. The neighbor wants the shed removed.

Aaron Chrostowsky



Virus-free. [www.avast.com](http://www.avast.com)

STATE OF MAINE  
KENNEBEC, SS.

DISTRICT COURT  
Location: AUGUSTA  
Docket No. CV-20-

TOWN OF WAYNE,	)	
	)	<b>TOWN OF WAYNE'S</b>
Plaintiff,	)	<b>APPLICATION AND</b>
	)	<b>AFFIDAVIT IN SUPPORT OF REQUEST</b>
v.	)	<b>FOR ADMINISTRATIVE INSPECTION</b>
	)	<b>WARRANT PURSUANT TO</b>
WILLIAM H. BRANAGAN II,	)	<b>M.R. CIV. P. 80E</b>
	)	
Defendant.	)	

I, Jamie Hanson, being first duly sworn, do depose and state under oath as follows on behalf of the Town of Wayne:

1. My name is Jamie Hanson and I am the Code Enforcement Officer and Local Plumbing Inspector for the Town of Wayne in the State of Maine. The facts set forth herein are true based upon my personal knowledge.

2. I submit this application pursuant to M.R. Civ. P. 80E<sup>1</sup> for an Administrative Inspection Warrant to enter upon and inspect certain property located in the Town of Wayne, County of Kennebec, State of Maine.

3. I am authorized under 30-A M.R.S. § 4452 to enter properties, and structures located upon them, at reasonable hours for the purposes of inspecting for compliance with Town Ordinances and State law.

4. The property to be inspected is located at 11 Branagan Estates Way, Map and Lot No. 005-038-F (the "Property"). According to Town records, the owner of the Property is William H. Branagan II (the "Owner").

5. I seek authorization to enter upon and conduct a general inspection of the Property for the purpose of evaluating compliance with the [SPECIFIC SECTIONS OF THE TOWN ORDINANCES].

6. My reasonable basis to believe that there are, located upon the Property, violations of the Town Ordinances cited above, are as follows:

- (a) Four (4) unregistered cars, which are visible from the public way and abutting properties;
- (b) One (1) tow-behind camper vehicle, which has been present upon the Property for more than 120 days;
- (c) At least two unpermitted, but inhabited sheds; and
- (d) Unlicensed marijuana grow operations, which are visible from adjacent high ground and Google Earth.

7. In my experience and opinion as a code enforcement officer, the potential code violations cited above necessitate this application for a Rule 80E inspection warrant for a general search of the Property to confirm that the above-cited violations do in fact exist and to determine the extent of such violations.

8. As required by M.R. Civ. P. 80E(b)(4), the Town has requested permission from the Owner to enter the Property and conduct a site inspection via certified letter dated August 19, 2020 (the "August Letter"). To date the Owner has not granted permission. A true and accurate copy of the August Letter is attached hereto as Exhibit A.

9. On or about October \_\_\_\_\_, 2020, I caused a letter (the "October Letter") to be mailed to the Owner. A true and accurate copy of the October Letter is attached hereto as Exhibit B.

10. As required by M.R. Civ. P. 80E(b)(5), the October Letter gave the Owner at least 24-hours written notice in advance of the Town's presentation of this application to the Court and set forth the time and place at which I intended to, and now, present this application to the Court. The October Letter also requested permission to enter the Property no later than October 30, 2020. The Owner has not granted such permission.

11. A copy of the Letter was also hand delivered to the Property on [DATE OF LETTER DELIVERY].

12. The Town has presented this application in accordance with the October Letter and M.R. Civ. P. 80E and respectfully requests that the Court grant its application, entering an order that permits the Town, its agents, and any other individual or party working in concert with the Town, to enter upon the Property described herein to determine the state of compliance with the regulations and requirements addressed herein.

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

\_\_\_\_\_  
Jamie Hanson  
Code Enforcement Officer  
Town of Wayne

STATE OF MAINE  
KENNEBEC, SS.

October \_\_\_\_\_, 2020

Personally appeared before me the above-named Jamie Hanson, in his capacity as Code Enforcement Officer for the Town of Wayne, and made oath that the foregoing statements made by him are true based on his own knowledge, information, and belief.

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Notary Public / Attorney at Law  
Print Name:  
My Commission Expires:

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**<sup>1</sup> Maine Rule Of Civil Procedure 80E. Administrative Inspection Warrants**

(a) Who May Secure. An official or employee of the state or of any political subdivision of the state who is authorized by law to conduct inspections of premises may apply to a District Court Judge, in the division and district in which the property to be inspected is located, for a warrant to inspect particularly described premises for particularly described purposes authorized by law.

(b) Contents of Application. The application shall be in the form of a sworn affidavit and shall set forth the following facts:

- (1) The statutory or other authority pursuant to which the applicant claims to be authorized to conduct inspections, the premises to be inspected, and the purpose of the inspection.
- (2) Whether such inspection is sought as part of a general area inspection and if so, the area being inspected and the grounds of probable cause to believe that there is located on the property in said area violations of statutes, ordinances, or regulations the applicant is authorized to enforce.
- (3) If the inspection is not part of a general area inspection, the grounds of probable cause to believe that there is located on the particular premises to be inspected violations of statutes, ordinances, or regulations the applicant is authorized to enforce.
- (4) That the applicant has requested permission from the owner or occupant of the premises to be inspected to conduct such inspection and that such permission has been denied.
- (5) That the applicant has at least 24 hours in advance of the presentation of the application given written notice to the owner or occupant of the premises to be inspected of the time and place at which the applicant intends to present the application to the court.
- (6) The requirements of subdivisions (4) and (5) of this rule may be dispensed with if the application sets forth facts showing probable cause to believe that there are located on the premises to be inspected violations of law which constitute an immediate threat to the health or safety of the public.

(c) Issuance. Upon a finding of probable cause the District Court Judge shall issue a warrant to the applicant, but if the owner or occupant of the premises is present at the time of presentation of the

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application no warrant shall issue until said owner or occupant has been afforded an opportunity to state any opposition to the issuance of the warrant.

(d) Contents. The warrant shall specify the grounds of probable cause, the premises to be inspected, the purpose of the inspection, and the person authorized to conduct the inspection.

(e) Execution. The person to whom a warrant is issued shall execute the same by conducting the inspection authorized during normal business hours within 10 days after issuance of the warrant. The person executing the warrant shall at the time of execution deliver a copy thereof to the owner or the occupant of the premises inspected or leave a copy on said premises in a conspicuous place.

(f) Return. Not later than 10 days after execution of the warrant the person executing it shall file a return with the court from which the warrant issued setting forth the date and time of the inspection and any violations of law found upon the inspected premises.

# 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>

October 6, 2020

## VIA FIRST CLASS MAIL AND HAND DELIVERY

William H. Branagan II  
11 Branagan Estates Way  
Wayne, ME 04284

RE: NOTICE of Rule 80E Application for Administrative Inspection Warrant  
Property at 11 Branagan Estates Way, Map and Lot No. 005-038-F, Wayne, Maine

Dear Mr. Branagan:

The Town will submit an Application for Administrative Inspection Warrant to the Augusta District Court pursuant to M.R. Civ. P. 80E related to your property at 11 Branagan Estates Way, Map and Lot No. 005-038-F (the "Property"). This application has not yet been filed. The Town has reason to believe that there are now existing on the Property violations of 30-A M.R.S.A. § 3754-A et seq., and Town Ordinances \_\_\_\_\_.

As stated in my prior letter of August 19, 2020, the Town seeks your permission to inspect your Property. I can be reached at (207) 685-4983 or by email at [ceolpi@waynemaine.org](mailto:ceolpi@waynemaine.org).

**If you do not provide permission for us to complete an inspection of your property by October 30, 2020, we will present an Application for Administrative Inspection Warrant to the Augusta District Court at 9:00AM on Wednesday, November 18, 2020.**

Thank you for your prompt attention to this matter.

Sincerely,

Jamie Hanson  
Code Enforcement Officer/Local Plumbing Inspector

Cc: Zack Brandwein, Town Attorney

## Town Manager Update

**Absentee Ballots:** The Clerk's Office received absentee ballots last Friday. Town staff worked late on Friday to ensure all absentee ballot requests were mailed out on Friday and Saturday.

**Aging at Home AARP Grant:** The Town has begun the process to install park furniture in the Roderick Park and Farmers' Market Park. The furniture has arrived and being store at the Town Office until the concrete pad can be installed. The prep work for the concrete pad is complete. Then the park furniture will be installed.

**Bookkeeper:** The bookkeeper have worked last Tuesday and Sunday. She and I began making the necessary reconciliations and adjustments.

**Wayne Town House:** The Town hired Ray Hamilton to paint the exterior of the Wayne Town House. It is badly needed.

**Sand/ Salt Shed Project:** All the rusted panels have been removed and replaced. We removed brush around the building and open up the egress to the electrical panel too. We should consider installing would protective panels to prevent sand and salt being pushed up against panels on the inside. Also, should consider removing brush around the electrical service coming from the street.

**Server Install:** Last week, we installed new server, new switch and recabled the office with minimal disruption. Jim Perkins and I volunteered to recabled the Town Office. This new cabling along with the new switch will help make the office less prone to disruption during brownouts. We will be installing a new router and updating our fund accounting software in a couple of weeks.

**Roadside Mowing:** Roadside Mowing is complete. There was a delay in the mowing due to equipment failure and difficulty in getting a part.

**Wilson Pond Lot:** The Town contractor installed a parking lot on the Wilson Pond Lot.

Steve,

I approved some shoreland work for the Town of Wayne this week, and I want to summarize it to you because Aaron said there has been disagreement on similar work in the past. I found that the Town did not need permits for the work, because the concrete pads did not fit the definition of "Structure" in this case and I based it on state law and the Maine LUPC's definition. I believe this is an acceptable allowance for this municipality to benefit the residents and visitors, and I would not make the same decision for a homeowner wanting to place a concrete pad in their Buffer Zone, in part because of increased risk: any damage to the water body would be less likely to be discovered.

I most certainly do not want to be in opposition the Planning Board, and I believe that this matter is in my jurisdiction as the CEO. I have required the Town to place staked hay bales between the disturbed area and the water body until the area is stabilized. The permit applications are attached. They seek park benches and picnic tables to be installed on top of shallow (above frost depth) concrete slabs. I did some research for precedent and found:

1. Building permits are for Structures. There is no definition for structure in our Ordinance, so I looked for a precedent since I know of towns/cities that allow similar. Certainly there is no problem with a "movable" bench or table near the water. I think that for safety the concrete pad beneath these is the right choice to keep the table or bench level and secure. I have filed the applications in the file folder for each property.
2. The LUPC guide includes in their definition of Structure:  
229. Structure:  
"[A]nything constructed or erected with a fixed location on or in the ground, or attached to something having a fixed location on or in the ground, including, but not limited to, buildings, mobile homes, retaining walls, billboards, signs, piers and floats." 12 M.R.S. § 682. **For purposes of regulating development in flood prone areas, a walled and roofed building.** A gas or liquid storage tank that is principally above ground is also a structure.
3. State statues allow municipalities to claim exemptions with Planning Board support:  
§439-A. Additional municipal powers, limitations
  - 4-B. Exemption from setback requirements for decks over rivers within a downtown revitalization project.
  - 4-C. Exemption from setback requirements for walkways and trails over rivers within a downtown revitalization project.

The above allows a Planning Board to vote in an Ordinance that allows decks, walkways or trails (with supporting framework it seems) to extend even over the water, if such are identified on an approved downtown revitalization project plan. The work the Town asked to do was of a much smaller scale and I don't feel it is for activity that needs exemption from a setback.

4. Shoreland setbacks are intended to protect the water body from erosion and contamination by channelized surface runoff. The bench or picnic tables do not interfere with runoff themselves. The concrete pads are small 8'x8', level, and set back in this case at 25', 50', 70' and 75', which will not contribute to a damaging amount of runoff.

Sincerely,

Jaime V. Hanson, Town of Wayne CEO/LPI