

Town of Wayne Board of Selectmen

MEMBERS: Gary Kenny, Stephanie Haines, Stephen Saunders, Peter Ault and Don Welsh

Meeting Agenda

Date: Tuesday, July 29, 2014

Time: 6:30 PM

Place: Wayne Elementary School – Gymnasium

Call Meeting to Order.

Pledge of Allegiance.

Selectmen Present / Quorum.

Meeting Minutes.

- a. **Consider approving of meeting minutes of the Wayne Board of Selectmen – July 15, 2014.**

MOTION: Move the Board to approve meeting minutes of the Wayne Board of Selectmen – July 15, 2014.

Warrants.

- a. **Consider approving of Payroll Warrant #5.**

MOTION: Move the Board to approve Payroll Warrant #5.

- b. **Consider approving of Accounts Payable Warrant #6.**

MOTION: Move the Board to approve Accounts Payable Warrant #6.

Business Agenda.

- a. **Animal Control Ordinance.**

Manager Recommendation: Discussion Only.

- b. **Speed Hump**

Manager Recommendation: Take any action deemed appropriate.

- c. **Discuss Additional Paving**

Manager Recommendation: Take any action deemed appropriate.

- d. **Consider authorizing Town Manager to sign contract with CAI Technologies for the GIS Mapping Services Project.**

Manager Recommendation: Move the Board to consider authorizing Town Manager to sign contract with CAI Technologies for the GIS Mapping Services Project.

- e. **Update on Pettengill/ Welch matter**

(Executive Session, if needed, 1 MRSA §405 (6) E Legal)

Manager Recommendation: Move the Board to enter into Executive Session, 1 MRSA §405 (6) E Legal.

Manager Recommendation: Move the Board to exit into Executive Session, 1 MRSA §405 (6) E Legal.

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

Supplements / Abatements.

Town Manager Report.

Board Member Reports.

Public Comments.

Adjourn.

The next regularly scheduled **Board of Selectmen Meeting** is scheduled for **Tuesday August 12, 2014 at 6:30 PM** at the Wayne Elementary School.

Town of Wayne, Maine
Select Board Meeting Minutes
Tuesday July 15, 2014
Wayne Elementary School

Call Meeting to Order/ Selectmen Present

Town Manager determined quorum and called meeting to order at 6:30 PM with the following members present: Peter Ault, Stephanie Haines, Gary Kenny, Stephen Saunders, and Donald Welsh.

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

Audience: Robert Stephenson, Peter Davis, Kevin O'Rourke, Bill Messer, Chris McKee, and David Stevenson

Pledge of Allegiance

Meeting Minutes

- a. A motion was made to approve the meeting minutes of the Board of Selectmen meeting on July 1, 2014. (Saunders/Haines) (3/2) Kenny and Ault abstained

Warrants

- b. The Board approved Warrant #3 (Payroll) in the amount of \$10,327.91. (Saunders/Haines) (5/0)
- c. The Board approved Payroll Warrant #4 (Accounts Payable) in the amount of \$42,737.50. (Saunders/Welsh) (5/0)

Business Agenda

- a. Oath of Office: Selectman/Assessor/Overseer of Poor: Gary Kenny (3-Year Term)
- b. The Board voted to adopt Bylaws of Board of Selectmen (Saunders/Welsh) (5/0)
- c. The Board was moved to adopt Bylaws of Board of Selectmen. (Saunders/Welsh) (5/0)
- d. Peter Davis suggested a mooring ordinance, and expressed concerns about too many moorings, moorings being placed farther up the channel, and being too close to shore/weed areas. The AYC members expressed desire to comply with State rules and asked for time to contact mooring owners. The Board made a move to table the discussion of a Mooring Ordinance until September to give the AYC time to comply with State Rules about not allowing moorings within the channel area. The AYC will report to the Town Manager in a couple weeks about the progress of getting people to move their moorings out of the channel area. (Saunders/Welsh) (5/0)
- e. The Board was moved to award GIS Mapping Services Project to CAI for \$16,600/\$17,850. (Saunders/Welsh) (5/0)
- f. The Board was moved to authorize the Town Manager to proceed with Proposed Technology Replacement Plan-Year 1. (Saunders/Welsh) (5/0)
- g. The Board was moved to award contract to Horne Construction for \$19,760 for Berry Road Reconstruction Project. (Haines/Saunders) (5/0)
- h. The Board was moved to award contract to Pike Industries for Full-depth Reclamation and Paving Project. (Haines/Saunders) (5/0)
- i. The Board was moved to authorize the Town Manager to sign MDOT Local Road Assistance Program (LRAP) certification for FY 2013-2014.
- j. The Board was moved to contract with Winthrop Fuel for Heating Fuel at both Fire Stations. (Saunders/Haines) (5/0)

- k. Update on Pettengill matter. The Board told Mr. Pettengill he had 60 days to pull it together or the whole matter would be scrapped. The Board voted to have the Town's attorney formalize this agreement with a letter about a 60 day deadline of September 15, 2014, to be sent to Mr. Pettengill. (Saunders/Welsh) (5/0)

Supplements / Abatements: None

Town Manager News:

- A. Town Manager stated complaints of Canadian geese at Memorial Park.
- B. Dam Keeper Wayne Bryant states new flash boards needed at the Dam, also concerns trees getting caught on islands below the dam which could be flooding problem.
- C. A thank you letter will be sent to the Breazeale family for their donation of granite benches at Memorial park.
- D. Price estimate for installing power at Memorial Park is \$1700.
- E. Roadside mowing is nearly finished.
- F. Dennis Bruen will be installing signs and speed bump on Old Winthrop Road this week.
- G. Dennis Bruen to remove stumps near where new benches will be placed.
- H. Culverts
- I. Lewis has been striping
- J. Bruen paving

Board Member Reports: None

Public Comments:

- a. David Stevenson complained that there is a problem with Canadian geese and seagulls defecating on the docks at AYC. Town Manager explained he has already received complaints about the geese at Memorial Park and has called for non-lethal assistance with the State.
- b. Bill Messer complained about speeding on the Gott Road.

Adjourn.

Motion to Adjourn at 8:15 PM. (Saunders/Haines) (5/0)

The next Select Board Meeting is scheduled for Tuesday, July 29, 2014 at 6:30 p.m. at the Wayne Elementary School Gym.

Recorded by:
Cathy Cook, Town Clerk

Select Board Members

Gary Kenny

Stephanie Haines

Stephen Saunders

Peter Ault

Don Welsh

**TOWN OF WAYNE
ANIMAL CONTROL ORDINANCE**

Part I. - PURPOSE. The purpose of this ordinance is to require that all dogs in the Town of Wayne be kept under the control of their owners at all times so that they will not injure persons, damage property, cause unreasonable noise or otherwise create a nuisance.

Part II. – DEFINITIONS.

- A. **Animal** – shall be intended to mean every living, sentient creature not a human being.
- B. **Animal Control Officer** - shall be any person or persons, constable or law enforcement officer duly appointed/ authorized to issue compliance orders and court summons as required by this Ordinance.
- C. **Running At Large** – shall be intended to mean off the premise of the owner and not under the control and restraint of any person by means of either by a leash, cord, chain, rope or cord of sufficient strength to control the action of such dog or such other personal presence and attention as will reasonably control the conduct of such dog.
- D. **Dangerous Dog** – means a dog which has bitten a person or has caused abrasion of the skin; or a dog which has caused a reasonable fear of bodily injury to any person acting in a peaceable manner by attacking or threatening to attack the person; or a dog which has attacked another person's dog or other domestic animal shall be deemed a dangerous dog.
- E. **Kennel** – shall be intended to mean one pack or collection of dogs kept under one ownership in a single premise for breeding, hunting show, training, field trials and exhibition purposes.
- F. **General Nuisance** – means the causing of litter or property damage and the chasing of other animals, people, or vehicles (automobiles, motorcycles, & bicycles)
- G. **Nuisance by Noise** – means any dog unnecessarily annoying or disturbing any person by continued or repeated barking, howling or makes other loud sounds or unusual noises continuously for twenty (20) minutes or intermittently for one (1) hour or more shall be deemed to constitute a nuisance. Dogs barking at trespassers on private property on which the dog is situated, dogs barking as part of an organized hunt, or dogs barking as a result of provocation shall not be deemed a nuisance.

- H. **Owner** – shall be intended to many person or persons, firm, association, or corporation, owning, keeping, harboring, or in possession of or having control of, a dog other animal.

Part III. – PROVISIONS.

- A. **Vaccination** - It shall be unlawful for the owner of any dog older than six months to keep and maintain such dog unless it has been vaccinated with anti-rabies vaccine as required by State Statute.
- B. **Licensing of Dogs** - No dog shall be kept within the limits of the Town of Wayne unless such dog shall have been licensed by its owner in accordance with the statutes of the State of Maine. A town issued tag must be worn at all times by the dog for which the license was issued.
- C. **Running At Large** - It shall be unlawful for the owner of any dog, licensed or unlicensed, to permit such dog to run at large. Any dog found running at large may be picked up and taken to a humane shelter.

No dog, licensed or unlicensed, shall be permitted on Town property (highways, sidewalks, Ladd Recreation Center, parks, footbridge, Wayne Town House, North Wayne School House, Town Boat Launch, Fire Stations, or old Town Office) without a leash.

No dog, licensed or unlicensed, shall be permitted on School property unless part of school curriculum.

- D. **Sick or Injured Animals** - Any person finding a sick or injured dog or cat within the Town of Wayne may take such animal to the Animal Control Officer, who shall take said animal to any veterinarian or humane society shelter.

The owner of such dog or cat may be required to pay any veterinarian or shelter fees.

- E. **General Nuisance** – No owner or person having custody of any dog kept within the legal limits of the Town shall allow such dog to cause a general nuisance. Any dog found causing a general nuisance may be picked up and taken to a humane shelter.
- F. **Nuisance by Noise** - No owner or person having custody of any dog within the legal limits of the Town shall allow such dog to cause a nuisance by noise. Any dog found causing a nuisance by noise may be picked up and taken to a humane shelter.

- G. Dangerous Dogs** – After written notice from the Animal Control Officer, an owner or keeper of a dangerous dog, as defined in this ordinance shall be required, at all times to keep the dog confined in a secure enclosure or building, or on a chain when outside the enclosure or building. The owner or keeper shall also, within 48 hours of receipt of that notice, purchase a muzzle which the dog is required to wear when on a chain outside a secure enclosure or building, when on a leash and at all other times the dog is taken outside the owner's premises.

Part III - ENFORCEMENT

- A. Animal Control Officer.** The Selectmen (Town Manager) shall appoint an Animal Control Officer for the purpose of enforcement of the provisions of this Ordinance and State Law relating to animals.
- B. Impoundment.** Any law enforcement officer, animal control officer or other duly authorized person within the Town of Wayne, may seize, impound or restrain any dog kept in violation of this ordinance, and deliver such dog to the person who is duly authorized to have control of impounding.

Before seizure, impounding, or restraint of any dog in violation of this ordinance, a written notice must be given to the owner of said dog, unless it is determined that the dog is a threat to themselves or others (sick or injured, running at large in traffic, dangerous dog). If the owner of such dog is known or can be located with reasonable diligence, then the person who has control of impounding shall personally notify the owner within three days of the receipt of such dog. If the owner of such dog is not known and cannot be located with reasonable diligence, then the person who has control of impounding shall post, within forty-eight hours of the time such person shall have taken such dog into his possession, written notices in three public places in the municipality, giving a description of the dog, stating where it is impounded and the conditions for its release.

If the owner within seven days after receiving notice, or within seven days after notice has been posted, does not claim such dog, then the person having control of impounding shall dispose of the dog by sale or otherwise, in a proper and humane manner. The person having control of impounding shall keep a record of every dog disposed of by sale or otherwise.

- C. Conditions of release.** Before any impounded dog may be transferred or released (a) such dog shall be vaccinated with anti-rabies vaccine, or shall show proof of vaccination within the previous year, (b) such dog must be licensed in accordance with the statutes of the State of Maine, (c) pay all fines, (d) if dog is deemed dangerous, owner must demonstrate compliance with ordinance and (e) pay any fees incurred at the impounding facility.

D. Penalties. The penalty for violation of this ordinance shall be a fine of fifty dollars (\$50.00) for the first offense, and for a period of two years after the first offense, one hundred dollars (\$100.00) for any second offense, and two hundred and fifty dollars (\$250.00) for the third or any subsequent offense.

Any fees collected under this ordinance shall be designated to a special revenue account for animal control use in accordance with the provisions and requirements of State Statute.

Any person found guilty of violating this ordinance shall be required to reimburse the Town for the attorney's fees and costs incurred in the prosecution of the action.

PART IV – SEVERABILITY - VALIDITY – EFFECTIVE DATE

- A. Severability of provisions.** It is the intention of the municipality that each provision of this ordinance shall be deemed independent of all other provisions herein, and it is further the intention of the municipality that if any provision of this ordinance be declared invalid all other provisions thereof shall remain valid and enforceable.
- B.** This Ordinance shall take effect upon its passage at an Annual/ Special Town Meeting and will replace all previously adopted Animal Control Ordinances.
- C.** In keeping with State law, Municipal Officers, with the assistance of the Animal Control Officer, will develop ordinance changes as needed, present them for review at public hearing, and present them for adoption by voters at an appropriately warned Annual/ Special Town Meeting
- D. Effective date.** This Ordinance shall be in full force and effect immediately upon adoption at Annual/ Special Town Meeting.

To: Board of Selectmen
From: Aaron Chrostowsky, Town Manager
Re: Additional Paving
Date: July 29, 2014

Scope of Work:

	<u>Unit</u>	<u>Dollar</u>
	<u>Price</u>	<u>Amount</u>
1. Kent's Hill Road – End of new pavement to bridge (Pike Industries)		
Approximate Dimensions: 775 ft. long x 22 ft. wide		
Reclaim	1,894 SY	\$1.60/ SY \$3,034
Surface (1")	107 tons	\$80.00/ ton \$8,560
Tack Coat	??	\$5.50/ gal. \$
Base (2")	214 tons	\$110.00/ ton \$23,540
Total Project Cost:		\$35,134

2. Walton Road – Lovejoy Pond Road intersection to end (Pike Industries)		
Approximate Dimensions: 142 ft. long x 22 ft. wide		
Reclaim	347 SY	\$1.60/ SY \$555.20
Surface (1")	20 tons	\$80.00/ ton \$1,600
Tack Coat	??	\$5.50/ gal. \$
Base (2")	40 tons	\$110.00/ ton \$4,400
Total Project Cost:		\$6,555.20

****Same specifications (C-H) as Full Depth Reclamation and Paving Project****

3. Pond Road - Intersection with Rte. 133 (B&S Paving)		
Approximate Dimensions:	12 ft. long x 62 ft. wide	\$4,050
4. Resident Sand/ Salt Shed		
Approximate Dimensions:	135 ft. long x 20 ft. wide	\$2,305
5. ADA Door Entrance at Town Office (Wayne Elementary School)		
Approximate Dimensions:	21 ft. long x 13 ft. wide	\$1,126

Project Expenses

Full Depth Reclamation and Paving Contract – Pike Industries	\$332,436
Berry Road Reconstruction Contract – Horne Construction	\$19,760
Total Scheduled Road Work Costs	\$352,196
+ Additional Paving	\$49,170.20
Total Cost	\$401,366.20

Funding Sources

General Obligation Bond Proceeds	\$300,000
Road Reconstruction and Paving Capital Reserve Fund Balance as of 6/30/14	\$51,855
Road Reconstruction and Paving Capital Reserve Annual Appropriation	\$60,000
Total	\$411,855

Town of Wayne, ME

P.O. Box 400 / 48 Pond Road

Wayne, ME 04364

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

www.waynemaine.org

July 26, 2014

Aaron Weston
CAI Technologies, Inc.
11 Pleasant Street
Littleton, NH 03561

Dear Mr. Weston:

I am pleased to inform you, that the Wayne Board of Selectmen awarded CAI Technologies the GIS Mapping Services Project in the amount of **\$23,800 over a five year period.**

<u>Bidder:</u>	<u>Bid Amount:</u>
• Timmons Group, Richmond, VA	\$9,500 / \$11,000
• GeoMorrow, Houston, TX	\$14,950
• 39° North, Bloomington, IN	\$15,500
• CAI Tech., Littleton, NH	\$16,600 / \$17,850
• FutureNet Group, Detroit, MI	\$64,979*

*Non-conforming, didn't provide insurance. Bid rejected by the Wayne Board of Selectmen.

I would like to thank you for taking the time to submit a proposal and look forward to working with you on this project. Please don't hesitate to contact me, if you have any questions at (207) 685-4983 or townmanager@waynemaine.org.

Sincerely,

Aaron Chrostowsky
Town Manager

Town of Wayne, ME
GIS Mapping Services Project
CAI Technologies Contract Breakdown

	Update MEGIS III Parcel Layer	Tax Map Text Conversion	Digital Zone Map	Online GIS Setup	Annual Hosting Service	Total
Year 1 (14-15)	\$ 2,800	\$ 8,000	\$ 2,500	\$ 1,500	\$ 1,800	\$ 16,600
Year 2 (15-16)					\$ 1,800	\$ 1,800
Year 3 (16-17)					\$ 1,800	\$ 1,800
Year 4 (17-18)					\$ 1,800	\$ 1,800
Year 5 (18-19)					\$ 1,800	\$ 1,800
Total	\$ 2,800	\$ 8,000	\$ 2,500	\$ 1,500	\$ 9,000	\$ 23,800

MAPPING AND GIS DEVELOPMENT SERVICES FOR THE TOWN OF WAYNE, MAINE

Submitted: July 23, 2014 by:



11 Pleasant Street, Littleton, NH 03561

P (603) 444-6768 / (800) 322-4540

cai-tech.com

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FIRM BACKGROUND

CORPORATE INFORMATION

Cartographic Associates Inc., dba CAI Technologies, located at 11 Pleasant Street, Littleton, New Hampshire, is a for profit Corporation, subchapter S, incorporated in the State of New Hampshire, since 1985, and registered to do business in Maine, Connecticut, Vermont, Massachusetts, Rhode Island, Pennsylvania, New York, and New Jersey. CAI's Federal Id is 02-0387285 and owners are Franco Rossi, Tim Fountain and Sean Fairhurst. CAI has been in business for nearly 30 years and has the financial resources to complete this project on-time and within budget.

EMPLOYEE RESOURCES

Our firm, and more importantly our individual staff members, have the experience that will assure products and services delivered that are second to none. CAI currently employs 14 professional full time staff, more than one third of which have been employed at CAI for more than 15 years and most having cross training in several areas. Due to this cross training, our staff members have experience in multiple disciplines which at any given time allows for eight AutoCAD technicians, five GIS analysts, two application developers, six project mappers, three database technicians, two QA/QC specialists, three project managers, two reprographic technicians, two GPS field data collectors, and three administrative staff. CAI has the qualified staff necessary to handle many projects of differing requirements at any given time, often working on dozens of projects at varying stages within a week. These include software application development and support, browser GIS implementation, data conversion, software installation and training, GPS data collection/integration, municipal-wide mapping, planning map development, and annual maintenance for assessors/planning/street numbering mapping systems.

SUMMARY OF RELEVANT AND PERTINENT MAPPING/GIS EXPERIENCE

Originally a mapping and survey company, CAI began its move into the GIS arena in 1988. CAI is now a full service mapping and GIS consulting firm that provides services to local, regional and state governments and maintains an ongoing professional relationship with nearly 400 municipalities throughout the Northeastern United States. CAI prides itself as an experienced Esri silver tier Business Partner, offering full service data development & management services, specializing in a multitude of geospatial implementation and solutions services.

Our application development services include those focused on Public Works Information Management, Assessing, Planning, Emergency Services, GPS data collection and full data integration services. CAI has years of experience hosting and provisioning open standards web-based mapping applications for cost effective data distribution solutions. The combination of close to thirty years experience in municipal parcel mapping along with a solid understanding of and experience in successfully implementing GIS technologies in virtually all municipal departments provides us a unique advantage over our competitors. We listen to our clients, understand their needs and implement leading geospatial technologies to provide cost effective solutions.

CLIENT REFERENCES AND PROJECTS

CLIENT INFORMATION	CLIENT PROJECTS
Acton, ME Jennifer Roux Town Clerk/Tax Collector/Office Mgr. 207.636.3131 x 401	New town wide parcel mapping, including record research (2005) Annual map maintenance services (ongoing since 1997) Query Manager Online (ongoing since 2006) GPS data collection (ongoing since 2008) Addressing & Dispatch Mapping (ongoing since 2009)
Barrington, NH John Scruton Town Administrator 603.664.7395	Town wide parcel mapping, including record research (2004) Annual map maintenance services (ongoing since 2004) Query Manager Online service (ongoing since 2011)) GPS data collection (ongoing since 2005) Addressing & Dispatch Mapping (ongoing since 2008)
East Haven, VT Jim Wiggins Lister 802 467-3772	Map development, GIS development, Ongoing maintenance as needed
Hampton, NH Edward Tinker Assessor 603.929.5914	Digital conversion (1996) Annual map maintenance service (ongoing since 1997) Query Manager Online (ongoing since 2011) Query Manager Desktop GIS Application (ongoing since 2006)
Hardwick, VT Alberta Miller Town Clerk 802-472-5971	Map conversion, GIS development, Query Manager Online Service, Ongoing maintenance
Lunenburg, VT Patricia Scott Town Clerk 802-892-5959	Map conversion, GIS development, Ongoing maintenance
Lyndon, VT Kelly Harris Lister 802-626-1270	Map conversion, GIS development, Query Manager Online Service, Ongoing maintenance
Maidstone, VT Susan Irwin Town Clerk 802-676-3210	Map conversion, GIS development, Ongoing maintenance
Morristown, VT Mr. Charles McArthur Lister 802-888-6371	Map conversion, GIS development, Query Manager Online Service, Ongoing maintenance
North Haven, ME Tammy Brown Assessors' Agent 207.867.4433	Annual map maintenance services (ongoing since 1998) New town wide mapping, including record research (contracted 2014) Query Manager Online service (contracted 2014)

Raymond, NH Ernest Creveling Community Development Director (603) 895-4735 Ext. 117	Annual map maintenance services (contracted 2014) Query Manager Online service (ongoing since 2013)
Rochester, NH Thomas Mullin City Assessor 603.335.7590	City wide parcel mapping, including record research (1992) Annual map maintenance services (ongoing since 2004) Query Manager Online service (ongoing since 2013)
St Johnsbury, VT Diane Perkins Assistant Clerk Treasurer 802-748-4331 Linda Colby Assessor 802-748-4272	Map conversion, GIS development, Query Manager Online Service, Ongoing maintenance

SCOPE OF WORK

UPDATE MEGIS LEVEL III PARCEL LAYER

1. Using information from the TOWN's hard copy Tax Maps current to 4/1/2014, CAI shall update the MEGIS level III geodatabase file current to 4/1/2014.
2. CAI shall ensure compliance with the MEGIS Level III Parcel Standard when updating the geodatabase with lot line adjustments, mergers and new parcels or easements shown on the Tax Maps.

TAX MAP TEXT CONVERSION SERVICES

1. CAI shall digitize, configure, and adjust the Town of Wayne's existing tax map text a.k.a. property map or assessment map text to correctly align with the Level III compliant MEGIS parcel layer. CAI shall download the most current copy of the Level III parcel data from the Maine Office of GIS website prior to digitizing the text.
2. Text, if shown on the existing maps, to be reproduced shall include all text as follows:

<ul style="list-style-type: none"> ▪ Road names ▪ Water names ▪ Easement names ▪ Parcel numbers ▪ Parcel areas 	<ul style="list-style-type: none"> ▪ Dimensions ▪ Adjacent town names ▪ Exempt parcels ▪ 'Part of text'
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3. Digital Drafting Standards

The intent of CAI's service is to convert and reconfigure the existing tax map text to coincide with any changes associated with the parcel map recompilation effort performed as a part of the MEGIS statewide parcel fabric project. The resulting digital product will support modifying a single data set for future tax map and GIS data maintenance services.

All text is set to conform to standard cartographic practices. Text will be added to the geodatabase using our standard templates to set the text size, font, color, and symbol for each feature. If a text height must be reduced, it will be dropped to accommodate the cartographic need.

4. All text shall be digitized using ArcGIS software, in a professionally acceptable format, per the standards previously listed in Item 3.
5. CAI shall generate new tax maps matching the TOWN's existing map grid layout.
 - A. The TOWN's existing tax map Index will be digitized and used for tax map production to ensure that parcels are shown on the correct maps.
 - B. CAI shall configure an ESRI ArcGIS v. 10 x tax map plotting .mxd document using Data Driven Pages. This document will be used to create hard copy and PDF tax maps. The maps will contain standard map features such as a legend, north arrow, TOWN seal, adjacent sheet index, map disclaimer and date of revision.

- C. CAI shall configure an additional ESRI ArcGIS v. 10 x .mxd document designed for reproducing the TOWN's index map. The index map will include features and labels for the tax map grid, roads, railroads, water, and adjacent municipalities.
- 6. CAI shall develop a preliminary tax map set in PDF format for review and acceptance prior to final delivery. Changes to the maps should be noted either in the PDF document or the TOWN can print the PDF maps and note changes on the hard copies prior to sending them back to CAI. CAI staff will incorporate the changes noted by the TOWN prior to final delivery.

CREATE DIGITAL ZONE MAP

- 1. Using the Town's existing zoning map CAI shall digitize the zone polygons to align with the updated geodatabase parcel layer.
- 2. Each zone polygon shall be attributed with the Zone type.
- 3. Resulting polygon layer shall be delivered in ESRI shapefile format.
- 4. A new Zone Map shall be created and delivered in PDF format and plotted on a D size paper.

QUERY MANAGER ONLINE GIS APPLICATION

1. Product Overview:

Query Manager Online is an Internet-based service for communities and businesses that want to publish their GIS online. Query Manager Online is a cost-effective option to distribute GIS data and utility to multiple staff in multiple physical locations as well as to the general public.

Query Manager Online clients pay no software fees, no annual software maintenance fees, and very low setup costs. Query Manager Online even provides the web server. By relieving most of the expense, Query Manager Online enables the people behind the data to focus on why their GIS is on the Internet in the first place.

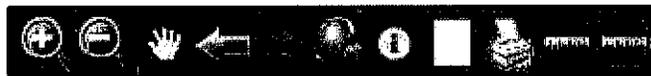
Query Manager Online is helping communities put their parcel data online, enabling homeowners and real estate professionals to print maps from their own computers, supporting economic development projects, providing a platform for police and school collaboration, and creating a connection between TOWN government, local businesses, and communities.

2. Functionality Overview:

The image displays the typical interface that Internet users would initially see in their web browser. This interface provides easy access to all available tools and functions.



The TOWN's Query Manager Online website will include the following tools:



Zoom-In Tool allows the user to focus on a specific, smaller area on the map. Click and drag a rectangle surrounding the area you want to zoom into.

Zoom-Out Tool allows the user to focus on a larger area on the map. Click the Zoom-Out tool and then click on the map near the center of the larger area you are interested in seeing.

Pan Tool allows the user to click and drag the view of the map in any direction.

Zoom Previous Tool allows the user to quickly zoom to the previous map extent.

Zoom To Full Extents Tool allows the user to quickly reset the map view to the original map extent.

Identify Tool allows the user to click on a parcel and receive information about that parcel. This tool is useful in receiving ownership information.

Clear Selection Tool allows the user to clear the selected map features(s).

Print Map Tool allows the user to generate a printable PDF map.

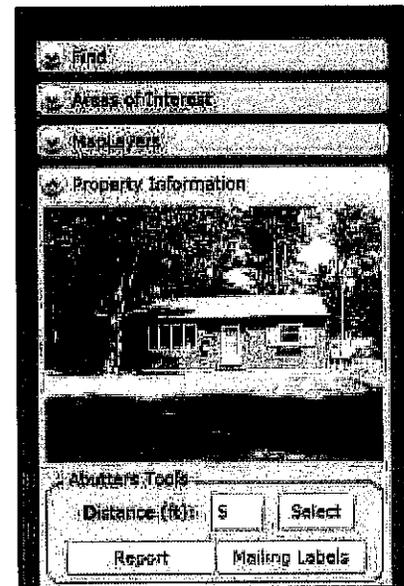
Measure Area Tool allows the user to click three or more locations on the map to identify the area between clicks.

Measure Line Tool allows the user to click two or more locations on the map to identify distances between clicks.

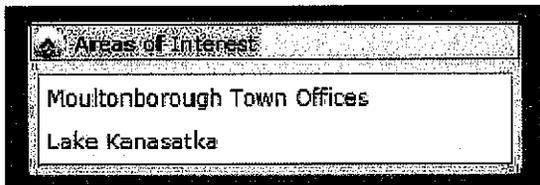
Find Property Function enables the user to find parcels by owner name, by address or by parcel identifier, depending on the data available. The user types the information in the **Search for:** dialog box and clicks the appropriate button to execute the search.



Find Abutters Function enables the user to select properties that are located within a specific distance to a particular property. To perform the Abutters search, the user selects the subject property then enters the search distance and clicks the select button. The map will show the selected properties and the user can generate an Abutter Report and/or Mailing Labels formatted to Avery 5160 labels by clicking the appropriate button.



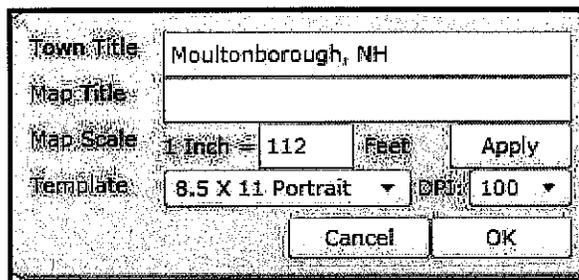
The Map Layers expander allows the user to turn on and off certain layers as needed. The user selects the checkbox next to individual layers to turn them on/off. The user also has the ability to access “Quick Maps” from the Maps Layers tab. This function provides quick and easy access to a set of predefined map layers that are already set up with display properties. The ability to utilize this function depends on the municipality’s available data.



Area of Interest function provides the ability for the user to quickly zoom to an area on the map. Once the particular Area of Interest is selected, the map will refresh to that particular area of TOWN.

There are several other notable features to Query Manager Online. These include:

- **Bing Maps Tab:** This function allow the user to access the Microsoft Bing Maps interface directly from within the Query Manager Online website.
- **Map Type Selector:** This function allows the user to select the type of background map to view in the Query Manager Online website. Depending on the map scale, the user can select a relief, USGS, Aerial or parcel background map.
- **Maps Printing Utility:** This utility allows the user to design the map prior to generating a PDF map to print or save to the local computer. The user can enter a custom map title, define the printed map scale and select the map print quality. The user also has the ability to select the map template to generate the map size of 8 1/2" X 11" or 11" x 17" with either portrait or landscape orientation.



- Help Tab: This window is designed to provide assistance to users while accessing the Query Manager Online website. This is an interactive website page that includes help topics for the functions within the user interface.
- Building Photos & Associated Documents: This function allows users the ability to access building photos and/or documents related to particular properties. This functionality depends on the available data for the TOWN, how it is stored and the data format. CAI can work with the TOWN to determine if and how this functionality can be used within the Query Manager Online.

3. Initial Internet/GIS Setup Services

CAI shall incorporate selected TOWN data into the Query Manager Online Internet application. The total size of all data to be incorporated as part of this agreement shall not exceed 40 Gigabytes. Additional memory space may be purchased for \$250 per 10 gigabytes per year.

4. Publish the Town's GIS to the Internet

- CAI shall publish the TOWN's GIS data to the Internet.
- CAI shall notify the TOWN of the Internet Address (URL). This address can be added to the TOWN's web page, if appropriate, or used internally over the TOWN's Intranet.
- All GIS data published under this project shall be accessible using the current versions of Microsoft's Internet Explorer, Chrome, Firefox or Safari web browsers over cable, DSL, or T1 (or greater) internet connections.

5. GIS Data Update:

CAI shall refresh the GIS data on the Query Manager Online website annually. Should the TOWN be using CAI's annual parcel map maintenance services, this refresh of the GIS data shall be performed upon delivery of the annual map update data.

6. Attribute Data Update

CAI shall design and create a Data Processing Utility for the TOWN to use for periodic upload using an export file(s) from the CAMA system to a secure online database accessed by the Query Manager Online website.

It is the TOWN's responsibility to maintain the Tabular attribute data, including a database table for any records to be excluded, for use by the Query Manager Online website.

7. General Conditions

CAI shall provide the Query Manager Online service to the TOWN with commercially reasonable access to an Internet-based mapping application service provider (ASP) environment through which the TOWN can access the TOWN data.

In order to provide the TOWN with commercially reasonable access to the ASP environment, CAI shall periodically schedule the complete or partial shutdown of the ASP Environment for maintenance, bug

fixes, updates or other reasons. CAI will make commercially reasonable efforts to perform Scheduled Maintenance during off-peak hours.

8. TOWN Support

CAI shall provide telephone, fax, and email support services concerning Query Manager Online to the TOWN. These services can be used to answer usage and technical questions.

CAI shall respond to any TOWN 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).

TOWN RESPONSIBILITIES

The TOWN shall appoint a contact person to serve as project liaison between the TOWN and CAI.

The TOWN shall provide to CAI a complete set of Tax Maps current to 4/1/2014.

The TOWN shall provide a current assessment database export in either .txt or .dbf format to be used for GIS database linking.

The TOWN shall provide to CAI documentation that supports link error resolutions.

The TOWN shall provide comments and or changes to the preliminary tax maps within thirty (30) days of receipt.

After the TOWN has been notified that the Query Manager Online application is on-line, the TOWN has thirty (30) days from the date of notification to examine the site and to request changes.

DELIVERABLES

1. CAI shall deliver one (1) complete set of preliminary b/w tax maps in PDF format.
2. CAI shall deliver one (1) complete set of final b/w tax maps in PDF format.
3. CAI shall deliver one (1) complete set of full size b/w paper tax maps.
4. CAI shall deliver one (1) complete set of reduced size b/w paper tax maps.
5. CAI shall deliver a Zoning layer in shape file format.
6. CAI shall deliver a new Zone Map plotted on D size paper.
7. CAI shall deliver copy of the new Zone Map in PDF format.
8. CAI shall provide the TOWN with a copy of all digital data developed as part of this project. Final delivery product will be in Esri ArcGIS format suitable for use with Esri's latest version of ArcGIS. The TOWN shall own all digital data created specifically for this project.
9. CAI shall provide its Query Manager Online GIS Service.

APPENDIX A – CAI PROOF OF INSURANCE

**MAPPING SERVICES CONTRACT
FOR THE
TOWN OF WAYNE, ME**

July 23, 2014

This is a contract made this 23rd day of July, 2014 between Cartographic Associates, Inc., doing business as CAI Technologies, a New Hampshire corporation with its office located at 11 Pleasant Street, Littleton, NH 03561, hereinafter called CAI, and the Town of Wayne, located in Kennebec County, at 48 Pond Road, Wayne, ME 04284, hereinafter called the TOWN, to provide professional Mapping services according to the specifications, terms, and conditions below written.

Witnesseth, the above parties agree as follows:

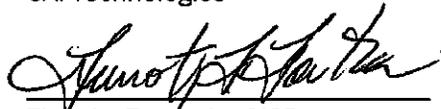
1. All work shall be done according to the Mapping and GIS Services Proposal, dated July 23, 2014, hereto annexed. It is the intent of the parties that the above referenced proposal be considered a part of this contract, the same as if fully incorporated into this contract.
2. The total consideration of this contract is \$23,800.00 per the specifications in the above referenced proposal.
3. CAI agrees that this contract shall not be assigned, transferred, conveyed, or otherwise disposed of without the previous express written consent of the TOWN and neither shall said CAI's right, title, interest, or power to execute such contract be assigned, transferred, conveyed, or otherwise disposed of without written consent of the TOWN.
4. The Parties executing this contract agree that the above recitals constitute the entire agreement between the parties for the requested mapping services.

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

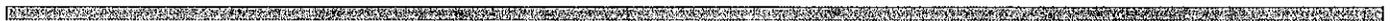
In Witness whereof, the parties hereto have executed this agreement as of the date first above written, by their duly authorized officers.

TOWN OF WAYNE, MAINE

CAI Technologies



Timothy Fountain, GISP
Vice President



COST AND PAYMENT TERMS

UPDATE MEGIS LEVEL III PARCEL LAYER	\$ 2,800.00
TAX MAP TEXT CONVERSION	\$ 8,000.00
CREATE DIGITAL ZONE MAP	\$ 2,500.00
QUERY MANAGER ONLINE GIS	
<ul style="list-style-type: none"> ▪ Set Up (standard fee \$2,500.00) \$ 1,500.00 <li style="padding-left: 20px;">\$2,500 standard fee: \$1,000 discount applied if done in conjunction with conversion services) 2,500.00 <li style="padding-left: 20px;">Query Manager Online Annual Hosting Service (\$1,800 per year for five years) \$ 9,000.00 	<div style="text-align: right; margin-right: 20px;"><i>Total \$14,800</i></div>
Total Cost	\$ 23,800.00

Payment shall be due within 30 days of invoicing. Said invoicing to be done as follows:

- Ten percent (10%) to be invoiced upon receipt of an executed contract.
- Balance, excluding \$9,000.00 Annual Hosting Service, to be invoiced monthly based on the portion of work completed and reported to the TOWN.
- Query Manager Online Annual Hosting Service (\$1,800.00) to be invoiced upon notification to the TOWN of the site availability and the eleventh, twenty-third, thirty-fifth, and forty-seventh months and fifty-ninth months following.

1	2	3	4	5
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Annual Hosting Service

Year 1 (14-15)	-----	1800
Year 2 (15-16)	-----	1800
Year 3 (16-17)	-----	1800
Year 4 (17-18)	-----	1800
Year 5 (18-19)	-----	1800
		\$9000

From: Les Wilkinson <lwilkinson@bernsteinshur.com>
Sent: Friday, July 25, 2014 4:32 PM
To: 'Nat Hussey'
Cc: townmanager@waynemaine.org
Subject: Pettengill
Attachments: 20142407 Robert Pettengill Jr.PDF

Nat,

Here is a letter which intends to be responsive to the request for an e-mail agreement. Please contact me with any questions. The Town will be having another meeting Tuesday to review and approve the concept or any other you may wish to present. Your client appeared before the counsel at the last meeting, which is fine of course, but if you or your client intends to appear again we would like to know in advance so the Town can decide whether to have legal counsel available.

If you have questions or concerns about the approach set forth in the letter do not hesitate to give me a call. The Town Manager has reviewed the letter and will be including same in the package sent to the councilors. What the Town wants I believe is to keep moving forward with some sensible way to bring this matter to a final conclusion if an appropriate time period expires without a satisfactory result. I am open to any suggestion you have if the letter doesn't work in response to your request for an e-mail agreement.

Les

Les Wilkinson
Shareholder

lwilkinson@bernsteinshur.com

207 629-6218 direct

207 441-9133 mobile

207 623-1596 main

[My Bio](#) | [LinkedIn](#) | [Twitter](#)

BERNSTEIN SHUR | Click for Address: [Augusta, ME](#) | [Portland, ME](#) | [Manchester, NH](#) | bernsteinshur.com

Member, Lex Mundi, the world's leading association of independent law firms.

Confidentiality notice: This message is intended only for the person to whom addressed in the text above and may contain privileged or confidential information. If you are not that person, any use of this message is prohibited. We request that you notify us by reply to this message, and then delete all copies of this message including any contained in your reply. Thank you.

IRS notice: Unless specifically indicated otherwise, any tax advice contained in this communication (including any attachments) was not intended or written to be used, and cannot be used, for the purpose of (a) avoiding tax-related penalties under the Internal Revenue Code, or (b) promoting, marketing, or recommending to another party any transaction or matter addressed herein.

BERNSTEIN SHUR

C O U N S E L O R S A T L A W

207 623-1596 main
207 626-0200 facsimile
bernsteinshur.com

146 Capitol Street
PO Box 5057
Augusta, ME 04332-5057

Lester F. Wilkinson, Jr.
(207) 629-6218 direct
lwilkinson@bernsteinshur.com

July 24, 2014

Nathaniel D. Hussey, Esq.
Howard & Bowie, P.A.
One Main Street
P.O. Box 460
Damariscotta, ME 04543

Re: Robert Pettengill, Jr. Tax Acquired Property

Dear Nat:

This letter responds to your request for an e-mail agreement to extend some assurance to your client that expenditures which he must make to complete the "actions" required and related to our ongoing discussions and your client's recent appearance and presentation before the Selectmen of the Town of Maine are documented in some way.

I have been authorized to attempt to be responsive to that request by way of this letter agreement.

As you are aware a general outline of a proposal whereby the Town would release the interest it acquired under foreclosed and fully mature tax liens on portions of property your client is a concept that remains agreeable to the Town and the Town understands is agreeable to your client as generally set forth in the attached document. There remain details to making the contemplated exchanges set forth in the attached memo which are important and substantive and will require formal approval of the Town before it is willing to be in a legal sense bound in an enforceable way to complete the concepts discussed. By way of example your client has undertaken or will undertake the task of preparing legal descriptions for the various property and rights and easements including a parking area all as generally set forth in the attached document. The Town does reserve the right to approve in its discretion the taxpayer's submission of all and any documents and legal descriptions and terms including the terms of the proposed conservation easement being discussed with the Kennebec Land Trust.

The Town appreciates your client's reluctance to liquidate retirement funds or acquire the funds necessary to obtain legal descriptions, partial survey's or deed sketches,

Nathaniel D. Hussey, Esq.

July 24, 2014

Page 2

conduct negotiations with the Kennebec Land Trust for the terms of a conservation easement and all related terms and payment of taxes due the town arising from the foreclosed liens. The Town is not willing to waive its right to review all of the details, once presented by the taxpayer, to comply with its interpretation and with the assistance of its legal counsel regarding the adequacy and completeness of all details to be prepared at your client's expense. These items also include the precise final amount of all delinquent taxes past due, the recovery of expenses incurred by the Town for its legal fees, at its option, and any requirements which the Kennebec Land Trust may seek.

That said the Town remains willing to continue to work with the taxpayer subject to these substantial reserved rights toward the objectives set forth in the attached document and subject to the following.

Your client must complete and provide to the Town for review and approval by the Town:

1. All of the requirements reasonably contemplated by the attached document, including legally sufficient legal descriptions and terms contemplated by the memo satisfactory to the Town in its discretion.
2. Completion and recording of all documents once approved at a further meeting of the Selectmen to the final work product(s);
3. Payment of all sums due for the delinquent taxes including at the option of the Town its legal fees;
4. A closing and completion of the transactions contemplated within sixty (60) calendar days of the date of this letter. Notwithstanding the foregoing the Town Manager will also recommend to the Town, a right to extend this letter agreement to your client for an additional thirty (30) days, upon the further consent of the Town, such consent to not be unreasonably withheld conditioned or delayed.
5. Execution and delivery to your office in escrow of a release deed from your client to the lands lost for taxes to the Town, such that the Town will hold good and marketable title to the property, upon delivery of that deed and release of same from escrow to the Town, in the event your client does not complete the tasks required by this agreement within the allowed time period, or as it may be extended. This feature is designed to assure the Town will not need to subsequently pursue a quiet title action, if your client is not able to, or chooses not to perform the obligations set forth above. The Town is not inclined to rely upon efforts of your client to complete the above referenced tasks, only to learn in sixty (60) days that the tasks have not been completed, or have been completed in an insufficient manner. The Town will prepare and submit a deed for

Nathaniel D. Hussey, Esq.
July 24, 2014
Page 3

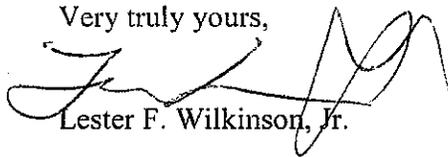
execution by your client for you to hold in escrow, and to be released from escrow, if your client does not perform as required.

We suggest you review and advise your client appropriately and if in agreement with this letter have him execute this letter as seen and agreed. Recognizing the request for an enforceable way to relieve the Town of the expense and lost time which would be required to enforce the spirit of this agreement is a new concept, the Town Manager will be submitting this additional item to the Selectmen seeking the authority to execute on behalf of the Town this letter agreement at the meeting scheduled for Tuesday July 29th.

If this satisfies the request for you e-mail agreement, please provide your client's signature where indicated, and pending approval by the Town, I will then provide you the Town Manager's signature if approved at the coming meeting.

Do not hesitate to contact me or propose edits set forth herein, as indicated the Town remains willing to work with your client along the lines the parties have been working for some time now, but this matter must be completed within a reasonable period of time.

Very truly yours,



Lester F. Wilkinson, Jr.

Seen and agreed to
Town of Wayne

By its Town Manager
Aaron Chrostowsky

Seen and agreed to

Robert Howard Pettengill

cc: Howard Lake, Esq.
Lee K. Bragg, Esq.

Enclosures

Key

From: Town of Wayne, Maine
To: Mr. Pettengill
Date: 3/25/2014
Re: First Offer to Mr. Pettengill

- A • Mr. Pettengill will pay back taxes in the amount of \$32,352.96;
- B • Mr. Pettengill will be allowed to convey land to existing abutters (i.e. Lane) not in a conservation easement (approximately 20 acres). To allow Mr. Pettengill to generate money from the sale of valuable shoreline property lot to abutters, to eliminate irregular shape to property and lower his property taxes. 
- C • The permanent conservation easement will prevent further development on the majority of the Pettengill property (100 acres) for the purposes of conservation and recreational purposes.  Of the 100 acres in a permanent conservation easement to prevent further development - preserve 25 percent of the property from any development or timber harvesting within shoreland zone (forever wild) 
C₁
- D • The Town and KLT will not be responsible for the maintenance of the private camp road from the end of the town-owned House Road;
- E • Mr. Pettengill will allow for a permanent easement on the existing old logging road (access from school bus/ snow plow turnaround at the end of the town-owned portion of House Road) between Folk-Pettengill properties for abutters to access properties for maintenance and recreation purposes only;
- F • KLT will maintain a parking lot and trailhead at the end of the town-owned portion of House Road. The trail network will be used recreational purposes only that prohibit the following activities: 1) nighttime use, 2) destructive uses, 3) motorized uses (snowmobiles, dirt bikes & ATV's), 3) trail corridor will be located to not interfere with abutting property owners enjoyment of their own property.
- G • Mr. Pettengill will maintain timber harvesting rights on the property. He must adhere to timber harvesting best management practices – timber harvesting plan must be approved by KLT Forester;
- H • Mr. Pettengill retains naming rights of KLT Forest approved by KLT;

COPY

207 623-1596 main
207 626-0200 facsimile
bernsteinshur.com

BERNSTEIN SHUR

COUNSELORS AT LAW

146 Capitol Street
PO Box 5057
Augusta, ME 04332-5057

Michael A. Hodgins
(207) 629-6225 direct
mhodgins@bernsteinshur.com

July 17, 2014

Polk County Sheriff's Office
Attn: Civil Division
455 N. Broadway Avenue
Bartow, FL 33830

Re: Civil Service - Earle Welch, Jr.

Dear Sir/Madam:

I enclose a Summons and Complaint for service upon Defendant Earle Welch, Jr. Mr. Welch resides at 350 24th Street, NW, Apt. G202, Winter Haven. I enclose a check in the amount of \$40 for the service fee. Please make your return on the Summons and return it to me in the self-addressed, stamped envelope. Please call me if you have any questions.

Sincerely,



Michael A. Hodgins

MAH/gc

Enclosures

cc: Aaron Chrostowsky, Town Manager

STATE OF MAINE

SUPERIOR COURT

DISTRICT COURT

KENNEBEC, ss.

Location _____

Docket No. _____

Docket No. _____

TOWN OF WAYNE, Plaintiff

v.

SUMMONS

EARLE WELCH, JR., Defendant

350 24th Street, NW, Apt. 6202
Winter Haven, Florida

The Plaintiff has begun a lawsuit against you in the ~~(District)~~ (Superior) Court, which holds sessions at (street address) 95 State Street, in the ~~Town~~ City of Augusta, County of Kennebec, Maine. If you wish to oppose this lawsuit, you or your attorney **MUST PREPARE AND SERVE A WRITTEN ANSWER** to the attached Complaint **WITHIN 20 DAYS** from the day this Summons was served upon you. You or your attorney must serve your Answer, by delivering a copy of it in person or by mail to the Plaintiff's attorney, or the Plaintiff, whose name and address appear below. You or your attorney must also file the original of your Answer with the court by mailing it to the following address: Clerk of ~~(District)~~ (Superior) Court, 95 State Street, Augusta, Maine 04330
(Mailing Address) (Town, City) (Zip)

before, or within a reasonable time after, it is served.

IMPORTANT WARNING

IF YOU FAIL TO SERVE AN ANSWER WITHIN THE TIME STATED ABOVE, OR IF, AFTER YOU ANSWER, YOU FAIL TO APPEAR AT ANY TIME THE COURT NOTIFIES YOU TO DO SO, A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU IN YOUR ABSENCE FOR THE MONEY DAMAGES OR OTHER RELIEF DEMANDED IN THE COMPLAINT. IF THIS OCCURS, YOUR EMPLOYER MAY BE ORDERED TO PAY PART OF YOUR WAGES TO THE PLAINTIFF OR YOUR PERSONAL PROPERTY, INCLUDING BANK ACCOUNTS AND YOUR REAL ESTATE MAY BE TAKEN TO SATISFY THE JUDGMENT. IF YOU INTEND TO OPPOSE THIS LAWSUIT, DO NOT FAIL TO ANSWER WITHIN THE REQUIRED TIME.

If you believe the plaintiff is not entitled to all or part of the claim set forth in the Complaint or if you believe you have a claim of your own against the Plaintiff, you should talk to a lawyer. If you feel you cannot afford to pay a fee to a lawyer, you may ask the clerk of court for information as to places where you may seek legal assistance.

Date: July 17, 2014

(Seal of Court)

Michael A. Hodgins, Esq.

Michael Lambert
Clerk

BERNSTEIN SHUR

(Attorney for) Plaintiff

146 Capitol Street Address

Augusta, ME 04330

(207) 623-1596 Telephone

STATE OF MAINE

County of _____, ss.

On _____ (date), I served the Complaint (and Summons) upon Defendant _____ by delivering a copy of same at the following address: _____

- to the above-named Defendant in hand.
- to _____ (name), a person of suitable age and discretion who was then residing at Defendant's usual residence.
- to _____ (name), who is authorized to receive service for Defendant.
- by (describe other manner of service):

Costs of Service:

Service: \$ _____
 Travel \$ _____
 Postage \$ _____
 Other \$ _____
 Total \$ _____

Signature

Agency

STATE OF MAINE
KENNEBEC, SS.

SUPERIOR COURT
CIVIL ACTION
DOCKET NO. CV-14-

TOWN OF WAYNE,

Plaintiff

v.

EARLE WELCH, JR.,

Defendant

COMPLAINT FOR INJUNCTIVE
RELIEF AND FINES

Plaintiff, Town of Wayne ("Town" or "Wayne") complains against the Defendant, Earle Welch, Jr., as follows:

1. The Town of Wayne is a duly organized and existing municipal corporation located in Wayne, Kennebec County, Maine.

2. Defendant, Earle Welch, Jr. ("Defendant" or "Welch"), is an individual who resides in Winter Haven, Florida.

3. Defendant owns certain real property located at 66 North Wayne Road, Wayne, Maine, also known as Wayne Tax Map 8, Lot 21-2 (hereinafter "the Premises").

4. The Premises contains junked furniture, appliances, plumbing, scrap lumber, scrap metal, rubbish, debris, tires, batteries and other household material which is stored outside the Premises.

5. Defendant was notified by the Town of Wayne's Code Enforcement Officer by letter dated May 6, 2014 that the Premises are in violation of the State of Maine "Junkyard Statute," and Defendant has been instructed by the Town to remove the debris from the Premises, and Defendant has refused and failed to do so.

6. The Town has cited Defendant many times previously for similar violations

COUNT I
JUNKYARD VIOLATIONS

7. Plaintiff Town repeats the allegations set forth in Paragraphs 1-6 of this Complaint as if fully set forth herein.

8. 30-A M.R.S.A. § 3751 et seq. regulates junkyards and automobile graveyards. Section 3753 provides that no person may establish, operate or maintain a junkyard or automobile graveyard without first obtaining a non-transferable permit from the municipal officers.

9. The storage of discarded, worn-out or junked plumbing, appliances, furniture, lumber, iron, metal and other materials outside the structures constitutes a “junkyard” within the meaning of 30-A M.R.S.A. § 3752(4).

10. Defendant has failed to apply for, and has not obtained, a junkyard permit as required by 30-A M.R.S.A. § 3753 and has maintained and continues to maintain a junkyard on the Premises in violation of the statute.

11. 30-A M.R.S.A. § 3758-A provides that the municipal officers shall enforce the provisions of the subchapter, and further provides that “violations of this subchapter are subject to the penalty provision of § 4452. Each day that the violation continues constitutes a separate offense.”

12. The minimum penalty pursuant to 30-A M.R.S.A. § 4452(3) is \$100 per day, and the Town is entitled to its attorney’s fees as the prevailing party.

13. The Court may order an abatement of the violation, and if the Defendant does not take corrective action, the Town may abate the site pursuant to 30-A M.R.S.A. § 3758-A(4) and recover its costs.

COUNT II
NUISANCE

14. Plaintiff Town repeats the allegations set forth in Paragraphs 1-13 of this Complaint as if fully set forth herein.

15. The Defendant's Premises in its current condition, adjacent to the public highway, constitutes a public nuisance within the meaning of 17 M.R.S.A. § 2701 and § 2802.

16. Defendant has failed and refused to abate the nuisance on the Premises despite repeated requests to do so.

17. Defendant's refusal to abate the nuisance entitles the Town to the remedies set forth in 30-A M.R.S.A. § 3758-A(4), including the right of entry on the property to take corrective action to abate the nuisance and recover costs, fees and expenses from the Defendant if the Defendant does not complete any correction or abatement ordered by this Court.

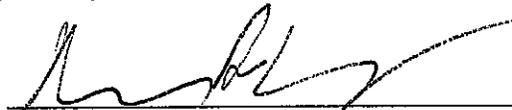
WHEREFORE, the Town of Wayne requests that the Court render the following relief pursuant to statute;

- a. Determine that the Defendant is maintaining an unlawful, unlicensed junkyard on the Premises in violation of 30-A M.R.S.A. § 3751 et. seq.;
- b. Determine that Defendant is maintaining a public nuisance in violation of 17 M.R.S.A. § 2701 and 2802;
- c. Impose a monetary fine or penalty against Defendant in the amount of at least \$100.00 per day per violation of the Junkyard statute;
- d. Enter an abatement order that Defendant remove all garbage, trash, debris, appliances, scrap lumber, metal, plumbing and heating supplies, rags, batteries, tires and all other unused or discarded materials stored outside on the Premises within 30 days, and further grant a permanent injunction ordering that the

Defendant refrain from depositing or maintaining any similar materials on the Premises in the future;

- e. Order that the Town may enter the Premises and take corrective action pursuant to 30-A M.R.S.A. § 3758-A(4) if Defendant fails to remove the debris and other items within 30 days of this Court's Order;
- f. Award the Town its reasonable attorneys fees and costs pursuant to 30-A M.R.S.A. § 4452(3)(D); and
- g. Order such further relief as the Court deems just and proper.

Dated at Augusta, Maine this 17th day of July 2014.



Michael A. Hodgins, Bar No. 7741

BERNSTEIN SHUR SAWYER & NELSON
P.O. Box 5057 (146 Capitol Street)
Augusta, ME 04332-5057
(207) 623-1596

Attorneys for Plaintiff Town of Wayne

Expense Summary Report

Fund: 1
ALL Months

Account	Budget Net	YTD Net	Unexpended Balance	Percent Spent
100 - General Admin	234,144.00	34,053.74	200,090.26	14.54
01 - Salaries	143,768.00	11,151.80	132,616.20	7.76
01 - Selectmen	7,162.00	0.00	7,162.00	0.00
05 - Town Manager	45,390.00	5,236.80	40,153.20	11.54
15 - Treasurer	3,000.00	0.00	3,000.00	0.00
20 - Tax Collector	20,050.00	2,531.13	17,518.87	12.62
25 - Town Clerk	21,216.00	2,591.37	18,624.63	12.21
30 - Office Clerk	1,000.00	0.00	1,000.00	0.00
35 - Meeting Clerk	1,179.00	0.00	1,179.00	0.00
70 - Med/Fica	7,573.00	792.50	6,780.50	10.46
75 - Health Insurance	31,905.00	0.00	31,905.00	0.00
80 - Retirement	4,430.00	0.00	4,430.00	0.00
81 - Income Protection plan	863.00	0.00	863.00	0.00
02 - Operating Expense	31,776.00	12,399.67	19,376.33	39.02
01 - Office Expense	4,000.00	209.70	3,790.30	5.24
05 - Travel expenses	2,000.00	0.00	2,000.00	0.00
10 - Training Expense	4,000.00	110.00	3,890.00	2.75
15 - Maintenance and Repairs	1,000.00	0.00	1,000.00	0.00
20 - Dues	4,826.00	2,695.00	2,131.00	55.84
25 - Computer Repairs	2,000.00	98.00	1,902.00	4.90
30 - Computer Software	8,000.00	8,986.97	-986.97	112.34
35 - Website	750.00	300.00	450.00	40.00
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	0.00	4,000.00	0.00
03 - Contractual	50,800.00	10,502.27	40,297.73	20.67
01 - Legal Services	15,000.00	285.36	14,714.64	1.90
05 - Audit Services	7,100.00	1,400.00	5,700.00	19.72
15 - Insurance	20,000.00	7,658.00	12,342.00	38.29
20 - Rent	6,700.00	0.00	6,700.00	0.00
25 - Copier lease	2,000.00	1,158.91	841.09	57.95
05 - Utilities	2,800.00	0.00	2,800.00	0.00
01 - Telephone	2,800.00	0.00	2,800.00	0.00
65 - Unclassified	5,000.00	0.00	5,000.00	0.00
01 - Contigent	5,000.00	0.00	5,000.00	0.00
101 - Debt Service	99,000.00	0.00	99,000.00	0.00
15 - Debt Service	99,000.00	0.00	99,000.00	0.00
05 - North Wayne Road Bond	34,000.00	0.00	34,000.00	0.00
15 - Old Winthrop Road Bond	65,000.00	0.00	65,000.00	0.00
102 - Elections & Hearings	3,938.00	0.00	3,938.00	0.00
01 - Salaries	1,938.00	0.00	1,938.00	0.00
41 - Elections clerk	1,800.00	0.00	1,800.00	0.00
70 - Med/Fica	138.00	0.00	138.00	0.00
02 - Operating Expense	2,000.00	0.00	2,000.00	0.00
01 - Office Expense	2,000.00	0.00	2,000.00	0.00
103 - General Assistance	5,000.00	0.00	5,000.00	0.00
10 - Social Services/Community Serv	5,000.00	0.00	5,000.00	0.00
85 - General Assistance	5,000.00	0.00	5,000.00	0.00

Expense Summary Report

Fund: 1
ALL Months

Account	Budget Net	YTD Net	Unexpended Balance	Percent Spent
104 - Fire Department CONT'D				
104 - Fire Department	53,995.00	753.75	53,241.25	1.40
01 - Salaries	13,995.00	0.00	13,995.00	0.00
50 - Chief Officers stipends	6,000.00	0.00	6,000.00	0.00
52 - Firefighter stipends	7,000.00	0.00	7,000.00	0.00
70 - Med/Fica	995.00	0.00	995.00	0.00
02 - Operating Expense	40,000.00	753.75	39,246.25	1.88
60 - Fire Dept Operations	22,000.00	425.75	21,574.25	1.94
61 - Fire Communications	4,000.00	328.00	3,672.00	8.20
62 - Fire Capital	14,000.00	0.00	14,000.00	0.00
105 - Assessing	19,700.00	1,166.66	18,533.34	5.92
03 - Contractual	19,700.00	1,166.66	18,533.34	5.92
30 - Assessing/Mapping	14,000.00	1,166.66	12,833.34	8.33
35 - Quarterly review	5,700.00	0.00	5,700.00	0.00
106 - Animal Control	5,130.00	472.63	4,657.37	9.21
01 - Salaries	3,230.00	0.00	3,230.00	0.00
55 - Animal control officer	3,000.00	0.00	3,000.00	0.00
70 - Med/Fica	230.00	0.00	230.00	0.00
10 - Social Services/Community Serv	1,900.00	472.63	1,427.37	24.88
90 - Humane Society	1,900.00	472.63	1,427.37	24.88
107 - Code Enforcement	13,514.00	1,576.10	11,937.90	11.66
01 - Salaries	12,514.00	1,468.98	11,045.02	11.74
56 - Code Enforcement Officer	11,625.00	1,364.58	10,260.42	11.74
70 - Med/Fica	889.00	104.40	784.60	11.74
65 - Unclassified	1,000.00	107.12	892.88	10.71
30 - Ordinance & Mapping	1,000.00	107.12	892.88	10.71
108 - Public Safety	31,362.00	3,314.24	28,047.76	10.57
03 - Contractual	25,362.00	2,804.34	22,557.66	11.06
40 - Ambulance	9,512.00	0.00	9,512.00	0.00
45 - Sheriff Dept	4,000.00	0.00	4,000.00	0.00
50 - PSAP Dispatching	11,850.00	2,804.34	9,045.66	23.67
05 - Utilities	6,000.00	509.90	5,490.10	8.50
20 - Street lights	6,000.00	509.90	5,490.10	8.50
109 - Roads	318,853.00	5,449.99	313,403.01	1.71
03 - Contractual	160,603.00	0.00	160,603.00	0.00
55 - Parking lot Plowing	3,100.00	0.00	3,100.00	0.00
60 - Road Plowing	152,503.00	0.00	152,503.00	0.00
75 - Roadside mowing	4,000.00	0.00	4,000.00	0.00
80 - Landfill mowing	1,000.00	0.00	1,000.00	0.00
05 - Utilities	500.00	18.94	481.06	3.79
05 - Electricity	500.00	18.94	481.06	3.79
25 - ROADS	157,750.00	5,431.05	152,318.95	3.44
01 - Roads Administration	2,000.00	15.54	1,984.46	0.78
05 - Brush/Tree removal	15,000.00	100.00	14,900.00	0.67
10 - Calcium chloride	9,000.00	3,875.00	5,125.00	43.06
15 - Sweeping	4,000.00	0.00	4,000.00	0.00
20 - Patching	5,000.00	0.00	5,000.00	0.00

Expense Summary Report

Fund: 1
ALL Months

Account	Budget Net	YTD Net	Unexpended Balance	Percent Spent
109 - Roads CONT'D				
30 - Signs	3,000.00	0.00	3,000.00	0.00
35 - Painting	750.00	0.00	750.00	0.00
40 - Culverts	20,000.00	0.00	20,000.00	0.00
45 - Gravel	20,000.00	892.51	19,107.49	4.46
46 - Winter salt	21,000.00	0.00	21,000.00	0.00
55 - Crack sealing	2,000.00	0.00	2,000.00	0.00
70 - Grading	15,000.00	548.00	14,452.00	3.65
75 - Ditching	40,000.00	0.00	40,000.00	0.00
80 - Catch Basin	1,000.00	0.00	1,000.00	0.00
110 - Transfer Station	110,959.00	14,218.83	96,740.17	12.81
02 - Operating Expense	4,000.00	258.75	3,741.25	6.47
80 - Hazardous waste	1,000.00	0.00	1,000.00	0.00
85 - Backhoe rental/Transfer station	3,000.00	258.75	2,741.25	8.63
03 - Contractual	106,959.00	13,960.08	92,998.92	13.05
65 - Transfer Station	106,959.00	13,960.08	92,998.92	13.05
111 - Outside Agencies	20,320.00	0.00	20,320.00	0.00
10 - Social Services/Community Serv	20,320.00	0.00	20,320.00	0.00
01 - Library	6,000.00	0.00	6,000.00	0.00
10 - Archival board	600.00	0.00	600.00	0.00
15 - Messenger	1,200.00	0.00	1,200.00	0.00
20 - Cemetery Association	3,500.00	0.00	3,500.00	0.00
25 - Community Action	3,300.00	0.00	3,300.00	0.00
30 - Senior Spectrum	1,004.00	0.00	1,004.00	0.00
35 - Hospice	1,000.00	0.00	1,000.00	0.00
45 - Public Broadcasting	100.00	0.00	100.00	0.00
50 - Kennebec Mental health	1,600.00	0.00	1,600.00	0.00
60 - Red Cross	1,200.00	0.00	1,200.00	0.00
65 - Crisis Spport	416.00	0.00	416.00	0.00
94 - Winthrop Food Pantry	400.00	0.00	400.00	0.00
112 - Recreation	23,000.00	764.29	22,235.71	3.32
02 - Operating Expense	4,300.00	0.00	4,300.00	0.00
90 - Ladd Operational expenses	4,300.00	0.00	4,300.00	0.00
03 - Contractual	5,350.00	764.29	4,585.71	14.29
70 - Park Mowing	2,150.00	307.14	1,842.86	14.29
71 - Ladd Mowing	3,200.00	457.15	2,742.85	14.29
10 - Social Services/Community Serv	8,350.00	0.00	8,350.00	0.00
91 - Kennebec Land Trust	250.00	0.00	250.00	0.00
92 - Friends of Cobbossee Watershe	1,300.00	0.00	1,300.00	0.00
93 - Memorial Day	300.00	0.00	300.00	0.00
96 - Athletic League	500.00	0.00	500.00	0.00
97 - Andro Lake Improve Corp	1,500.00	0.00	1,500.00	0.00
98 - Andro Yacht club	500.00	0.00	500.00	0.00
99 - 30 Mile Watershed	4,000.00	0.00	4,000.00	0.00
65 - Unclassified	5,000.00	0.00	5,000.00	0.00
25 - Lake Protection	5,000.00	0.00	5,000.00	0.00
113 - Land and Buildings	1,500.00	154.92	1,345.08	10.33
02 - Operating Expense	600.00	26.35	573.65	4.39

Expense Summary Report

Fund: 1
ALL Months

Account	Budget Net	YTD Net	Unexpended Balance	Percent Spent
113 - Land and Buildings CONT'D				
95 - NW Schoolhouse	200.00	0.00	200.00	0.00
96 - NW Building	200.00	14.87	185.13	7.44
97 - Town House	200.00	11.48	188.52	5.74
03 - Contractual	900.00	128.57	771.43	14.29
70 - Park Mowing	0.00	128.57	-128.57	----
72 - Historic Property Mowing	900.00	0.00	900.00	0.00
114 - Capital Reserves transfers	138,500.00	0.00	138,500.00	0.00
52 - CAPITAL RESERVE	138,500.00	0.00	138,500.00	0.00
02 - Fire Equipment	5,000.00	0.00	5,000.00	0.00
05 - Fire Truck	20,000.00	0.00	20,000.00	0.00
30 - Cemetery Stone Cleaning Fund	2,500.00	0.00	2,500.00	0.00
45 - Land and Buildings	10,000.00	0.00	10,000.00	0.00
50 - Road Recon. & Pav. Project	60,000.00	0.00	60,000.00	0.00
65 - Town Hall Building	15,000.00	0.00	15,000.00	0.00
70 - Village Improvement Projects	5,000.00	0.00	5,000.00	0.00
75 - Technology Replacement Plan	3,000.00	0.00	3,000.00	0.00
80 - GIS Mapping Project	18,000.00	0.00	18,000.00	0.00
115 - School RSU #38	1,774,654.00	147,887.87	1,626,766.13	8.33
60 - INTER GOVERNMENT	1,774,654.00	147,887.87	1,626,766.13	8.33
15 - RSU #38	1,774,654.00	147,887.87	1,626,766.13	8.33
116 - County Tax	203,946.00	0.00	203,946.00	0.00
60 - INTER GOVERNMENT	203,946.00	0.00	203,946.00	0.00
20 - Kennebec County Tax	186,446.00	0.00	186,446.00	0.00
21 - six month budget instl 5yr pay	17,500.00	0.00	17,500.00	0.00
117 - Cobbossee Watershed District	2,233.00	744.33	1,488.67	33.33
60 - INTER GOVERNMENT	2,233.00	744.33	1,488.67	33.33
25 - Cobbossee Watershed District	2,233.00	744.33	1,488.67	33.33
Final Totals	3,059,748.00	210,557.35	2,849,190.65	6.88

Revenue Summary Report

Fund: 1
ALL

Account	Budget Net	YTD Net	Uncollected Balance	Percent Collected
100 - General Admin	378,129.00	18,021.61	360,107.39	4.77
01 - Banking Interest	1,000.00	0.00	1,000.00	0.00
03 - Lien costs	2,000.00	53.94	1,946.06	2.70
04 - Interest on taxes	10,000.00	315.17	9,684.83	3.15
05 - MV Agent fees	4,000.00	411.00	3,589.00	10.28
06 - IFW Agent fees	500.00	77.00	423.00	15.40
07 - Motor Vehicle excise	200,000.00	14,029.49	185,970.51	7.01
08 - Boat Excise	2,000.00	531.20	1,468.80	26.56
09 - Vitals	250.00	0.00	250.00	0.00
13 - Cable TV Franchise	4,300.00	0.00	4,300.00	0.00
14 - Misc revenue	10,000.00	200.00	9,800.00	2.00
15 - Surplus	100,000.00	0.00	100,000.00	0.00
21 - State revenue sharing	44,079.00	2,403.81	41,675.19	5.45
103 - General Assistance	2,500.00	0.00	2,500.00	0.00
01 - GA Reimbursement	2,500.00	0.00	2,500.00	0.00
105 - Assessing	29,900.00	0.00	29,900.00	0.00
01 - Tree Growth	4,000.00	0.00	4,000.00	0.00
02 - Homestead Exemption	25,000.00	0.00	25,000.00	0.00
03 - Veteran reimbursement	900.00	0.00	900.00	0.00
106 - Animal Control	750.00	3.00	747.00	0.40
01 - Dog fees	750.00	3.00	747.00	0.40
107 - Code Enforcement	1,000.00	250.00	750.00	25.00
01 - Building permits	1,000.00	250.00	750.00	25.00
109 - Roads	33,292.00	0.00	33,292.00	0.00
01 - Local Road Assist Program	33,292.00	0.00	33,292.00	0.00
110 - Transfer Station	30,000.00	0.00	30,000.00	0.00
15 - Transfer from Cap. Reserve Fnd	30,000.00	0.00	30,000.00	0.00
Final Totals	475,571.00	18,274.61	457,296.39	3.84

General Ledger Summary Report

Fund(s): ALL
ALL

Account	Beg Bal Net	----- Y T D -----		Pending Activity	Balance Net
		Debits	Credits	Net	
1 - General Fund	0.00	10,766,635.02	10,766,635.02	0.00	2,726.85
Assets	1,191,377.16	78,763.53	258,809.65	-180,046.12	-4,310.10
100-00 Cash / Checking	1,032,011.78	70,253.56	219,393.84	-149,140.28	-10,635.26
110-00 Debit Card Account-Androscogg	2,030.92	0.00	0.00	0.00	0.00
110-01 Cash Drawers	400.00	0.00	0.00	0.00	0.00
110-03 Andro Savings 1600191314	242,727.72	0.00	0.00	0.00	0.00
150-12 2012 Real Estate Taxes	5,636.89	0.00	0.00	0.00	0.00
150-13 2013 Real Estate Taxes	132,625.27	0.00	11,661.51	-11,661.51	0.00
150-14 2014 Real Estate Taxes	-2,519.78	0.00	0.55	-0.55	0.00
155-04 2004 pp Taxes	4,088.36	0.00	0.00	0.00	0.00
155-05 2005 pp Taxes	168.81	0.00	0.00	0.00	0.00
155-06 2006 pp Taxes	250.19	0.00	0.00	0.00	0.00
155-07 2007 pp Taxes	261.03	0.00	0.00	0.00	0.00
155-08 2008 pp Taxes	421.05	0.00	0.00	0.00	0.00
155-09 2009 pp Taxes	554.20	0.00	0.00	0.00	0.00
155-10 2010 pp Taxes	880.67	0.00	0.00	0.00	0.00
155-11 2011 pp Taxes	1,822.39	0.00	0.00	0.00	0.00
155-12 2012 pp Taxes	1,999.33	0.00	0.00	0.00	0.00
155-13 2013 pp Taxes	2,154.17	0.00	0.00	0.00	0.00
155-14 2014 pp Taxes	-23.24	0.00	0.00	0.00	0.00
160-09 09/10 Liens	5,411.87	0.00	0.00	0.00	0.00
160-10 10/11 Liens	5,611.57	0.00	0.00	0.00	0.00
160-11 11/12 Liens	5,611.57	0.00	0.00	0.00	0.00
160-12 11/12 Liens	49,917.60	0.00	722.49	-722.49	0.00
199-02 Due to/from Ladd Rec	-13,238.54	8,509.97	25,646.26	-17,136.29	6,325.16
199-03 Due to/from Special Revenues	-18,504.23	0.00	10.00	-10.00	0.00
199-04 Due to/from Capital Projects	-268,563.39	0.00	0.00	0.00	0.00
199-05 Due to/from Trust Funds	-359.05	0.00	1,375.00	-1,375.00	0.00
Liabilities	127,172.14	9,110.30	16,806.76	7,696.46	-1,583.25
310-01 BMV	4,286.19	5,298.56	8,335.01	3,036.45	-1,583.25
310-03 State Vital Fees	219.80	0.00	0.00	0.00	0.00
310-15 IFW	-3,197.39	0.00	3,505.13	3,505.13	0.00
310-30 Dog License State	-295.00	0.00	3.00	3.00	0.00
310-35 State Plumbing Fee 25%	1,241.50	0.00	168.75	168.75	0.00
310-36 DEP Plumbing Fee \$15.00	60.00	0.00	45.00	45.00	0.00
320-05 LPI Plumbing Fee 75%	546.37	0.00	506.25	506.25	0.00
330-10 Federal withholding	0.00	1,236.85	1,236.85	0.00	0.00
330-15 Fica withholding	0.00	1,796.28	1,796.28	0.00	0.00
330-20 Medicare withholding	0.00	420.06	420.06	0.00	0.00
330-25 State withholding	0.00	358.55	358.55	0.00	0.00
330-31 Vision Withholding	127.26	0.00	0.00	0.00	0.00
330-50 MMEHT with holding	-2,419.78	0.00	431.88	431.88	0.00
400-00 Deferred Tax Revenues	126,603.19	0.00	0.00	0.00	0.00
Fund Balance	1,064,205.02	10,678,761.19	10,491,018.61	-187,742.58	0.00
500-00 Expense control	0.00	206,017.19	10,472,744.00	10,266,726.81	0.00
510-00 Revenue control	0.00	1,426,713.00	18,274.61	-1,408,438.39	0.00
520-00 Undesignated fund balance	1,064,205.02	9,046,031.00	0.00	-9,046,031.00	0.00
2 - Ladd Rec Operations	0.00	34,156.23	34,156.23	0.00	-6,325.16

General Ledger Summary Report

Fund(s): ALL
ALL

Account	Beg Bal Net	----- Y T D -----		Net	Pending Activity	Balance Net
		Debits	Credits			
4 - Capital Reserves CONT'D						
Fund Balance	511,974.14	0.00	0.00	0.00	0.00	511,974.14
520-00 Fund Balance	4,800.00	0.00	0.00	0.00	0.00	4,800.00
521-00 Transfer Station	73,572.00	0.00	0.00	0.00	0.00	73,572.00
522-00 Voting Machine	6,500.00	0.00	0.00	0.00	0.00	6,500.00
523-00 Road Reserve	2,515.64	0.00	0.00	0.00	0.00	2,515.64
524-00 Fire Truck Reserve	283,660.46	0.00	0.00	0.00	0.00	283,660.46
525-00 Sand Salt Shed	2,918.64	0.00	0.00	0.00	0.00	2,918.64
526-00 Footbridge	3,767.44	0.00	0.00	0.00	0.00	3,767.44
527-00 Paving Reserve	51,855.15	0.00	0.00	0.00	0.00	51,855.15
529-00 Building maintenance	152.50	0.00	0.00	0.00	0.00	152.50
530-00 Fire Station Addition	1,591.74	0.00	0.00	0.00	0.00	1,591.74
531-00 Lord Road Paving	30,410.48	0.00	0.00	0.00	0.00	30,410.48
532-00 Hardscrabble Road	2,810.53	0.00	0.00	0.00	0.00	2,810.53
533-00 Lovejoy Pond Dam	18,183.53	0.00	0.00	0.00	0.00	18,183.53
534-00 Land/Building Reserve	6,836.03	0.00	0.00	0.00	0.00	6,836.03
535-00 Cemetery Stone Cleaning	7,400.00	0.00	0.00	0.00	0.00	7,400.00
536-00 Future Town Office	15,000.00	0.00	0.00	0.00	0.00	15,000.00
5 - Trust Funds						
	0.00	1,375.00	1,375.00	0.00	0.00	0.00
Assets	64,452.66	1,375.00	0.00	1,375.00	0.00	65,827.66
101-00 Jaworski Andro 45107709	1,137.00	0.00	0.00	0.00	0.00	1,137.00
103-00 Ruth Lee Andro 45107645	8,450.50	0.00	0.00	0.00	0.00	8,450.50
104-00 Ladd Worthy Poor Andro 4510761	21,062.10	0.00	0.00	0.00	0.00	21,062.10
105-00 Ladd WAFUCU 25542-ID 00	25.00	0.00	0.00	0.00	0.00	25.00
106-00 Ladd WAFUCU 25542-ID 10	14,655.89	0.00	0.00	0.00	0.00	14,655.89
107-00 Ladd WAFUCU 25542-ID 64	18,763.12	0.00	0.00	0.00	0.00	18,763.12
199-01 Due to/from	359.05	1,375.00	0.00	1,375.00	0.00	1,734.05
Liabilities	0.00	0.00	0.00	0.00	0.00	0.00
Fund Balance	64,452.66	0.00	1,375.00	1,375.00	0.00	65,827.66
510-00 Revenue Control	0.00	0.00	1,375.00	1,375.00	0.00	1,375.00
521-00 Jaworski Fund Balance	1,137.00	0.00	0.00	0.00	0.00	1,137.00
522-00 Ladd Recreation Capital FB	33,444.01	0.00	0.00	0.00	0.00	33,444.01
523-00 Ruth Lee FB	8,450.50	0.00	0.00	0.00	0.00	8,450.50
524-00 Ladd Worthy Poor FB	21,421.15	0.00	0.00	0.00	0.00	21,421.15
Final Totals	0.00	10,802,176.25	10,802,176.25	0.00	-9,052.01	-9,052.01