

Town of Wayne Board of Selectmen

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

Meeting Agenda

Date: Tuesday, July 30, 2013

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 16, 2013.**

MOTION: Move the Board to approve meeting minutes of the Wayne Board of Selectmen – July 16, 2013.

Warrants.

- a. **Consider approving of Accounts Payable Warrant #7.**

MOTION: Move the Board to approve Accounts Payable Warrant #7.

- b. **Consider approving of Payroll Warrant #8.**

MOTION: Move the Board to approve Payroll Warrant #8.

- d. **Consider approving of Payroll Warrant #9 (Ladd Rec.).**

MOTION: Move the Board to approve Payroll Warrant #9 (Ladd Rec.).

Business Agenda.

- a. **PUBLIC HEARING: Town Ordinance Regarding Tax Acquired Property for the Special Town Meeting.**

MOTION: Move the Board to open public hearing for Town Ordinance regarding Tax Acquired Property for the Special Town Meeting.

MOTION: Move the Board to close public hearing for Town Ordinance regarding Tax Acquired Property for the Special Town Meeting.

- b. **Award the 2013 General Obligation Bond for the reconstruction and paving of North Wayne Road.**

MOTION: Move the Board to award the 2013 General Obligation Bond for the reconstruction and paving of North Wayne Road to _____.

- c. **Authorize the Chair, Board of Selectmen and Treasurer to sign any necessary paperwork approved by Bond Counsel regarding the 2013 General Obligation Bond for the construction and paving of North Wayne Road.**

MOTION: Move the Board to authorize the Chair, Board of Selectmen and Treasurer to sign any necessary paperwork approved by Bond Counsel regarding the 2013 General Obligation Bond for the construction and paving of North Wayne Road.

- d. **Authorize the Town Manager to enter into a Price agreement Guarantee Contract for the Purchase of #2 Heating Fuel.**

MOTION: Move the Board to authorize the Town Manager to enter into a Price agreement Guarantee Contract for the Purchase of #2 Heating Fuel.

- e. **BYLAWS OF BOARD OF SELECTMEN.**

MOTION: Move the Board to approve Bylaws of the Board of Selectmen.

- f. **NON-PROFIT DISTRIBUTION POLICY.**

MOTION: Move the Board to approve Non-Profit Distribution Policy.

- g. **Authorize the Town Manager to vote for Maine Municipal Association Annual Election.**

MOTION: Move the Board to authorize the Town Manager to vote for Maine Municipal Association Annual Election.

- h. **Authorize the Town Manager to sign MDOT Local Road Assistance Program (LRAP) certification for FY 2013-2014.**

MOTION: Move the Board to authorize the Town Manager to sign MDOT Local Road Assistance Program (LRAP) certification for FY 2013-2014.

Supplements / Abatements.

Town Manager Report.

Board Member Reports.

Public Comments.

Adjourn.

The next regularly scheduled **Board of Selectmen Meeting** is scheduled for **Tuesday, August 13, 2013 at 6:30 PM** at the Ladd Recreation Center.

**Town of Wayne, Maine
Select Board Meeting Minutes
Tuesday July 16, 2013
Wayne Elementary School**

The Board convened at 6:30 PM with the following members present: Peter Ault, Gary Kenny, Carroll Paradis and Stephen Saunders. Stephanie Haines was absent. Aaron Chrostowsky, Town Manager and Cathy Cook, Town Clerk were present.

Audience: Lloyd Irland

Pledge of Allegiance

Opened Meeting – determined quorum

- a. The Board approved the meeting minutes of the July 2, 2013 Wayne Board of Selectmen meeting, with a correction. (Paradis/Saunders) (4/0)
- b. The Board approved the Payables Warrant #26B in the amount of \$32,935.94. (Paradis/Saunders) (4/0)
- c. The Board approved the Payables Warrant #6 in the amount of \$212,328.94. (Paradis/Saunders) (4/0)
- d. The Board approved the Payables Warrant #4 in the amount of \$5,223.63. (Paradis/Saunders) (4/0)
- e. The Board approved the Payables Warrant #5 in the amount of \$4935.90. (Paradis/Saunders) (4/0)

Business Agenda

- a. Lloyd Irland gave an update on the Comprehensive Plan.
- b. **PUBLIC HEARING: Town Ordinance Regarding Tax Acquired Property for the Special Town Meeting.**
The Board made a motion to open the public hearing for Town Ordinance regarding Tax Acquired Property for the Special Town Meeting. (Paradis/Saunders) (4/0)
The Board made a motion to close the public hearing for Town Ordinance regarding Tax Acquired Property for the Special Town Meeting. (Paradis/Saunders) (4/0)
- c. The Board moved to approve the Special Town Meeting Warrant for August 13, 2013. (Paradis/Saunders) (4/0)
- d. **PUBLIC HEARING: Adoption of the Maine Municipal Association Model Ordinance General Assistance Appendix A (OVERALL MAXIMUMS) for the period of July 1, 2013 to June 30, 2014, as revised and Appendices B-F (Food, Housing, Utilities, Heating Fuel and Personal Care & Household Supplies Maximums) for the period of October 1, 2013 to September 30, 2014, as revised.** (Paradis/Saunders) (4/0)

The Board made a move to open the PUBLIC HEARING: Adoption of the Maine Municipal Association Model Ordinance General Assistance Appendix A (OVERALL MAXIMUMS) for the period of July 1, 2013 to June 30, 2014, as revised and Appendices B-F (Food, Housing, Utilities, Heating Fuel and Personal Care & Household Supplies Maximums) for the period of October 1, 2013 to September 30, 2014, as revised. 7:10 p.m. (Paradis/Saunders) (4/0)

- e. **The Board made a move to adopt the Maine Municipal Association Model Ordinance General Assistance Appendix A (OVERALL MAXIMUMS) for the period of July 1, 2013 to June 30, 2014, as revised and Appendices B-F (Food, Housing, Utilities, Heating Fuel and Personal Care & Household Supplies Maximums) for the period of October 1, 2013 to September 30, 2014, as revised.** (Saunders/Haines/) (4/0)

The Board made a move to close the PUBLIC HEARING: Adoption of the Maine Municipal Association Model Ordinance General Assistance Appendix A (OVERALL MAXIMUMS) for the period of July 1, 2013 to June 30, 2014, as revised and Appendices B-F (Food, Housing, Utilities, Heating Fuel and Personal Care & Household

Supplies Maximums) for the period of October 1, 2013 to September 30, 2014, as revised. 7:25 p.m. (Paradis/Saunders) (4/0)

- f. The Board discussed paving recommended additional roads and it was decided to table the motion and the Town Manager to get a quote from C.H. Stevenson, with tack coat included.
- g. The Board voted to authorize the Town Manger to sign the Kennebec Valley Humane Society Shelter Agreement for January 1st, 2014. (Paradis/Saunders/) (4/0)
- h. The Board tabled the motion to approve the Bylaws of the Board of Selectmen until more information on some of the policies discussed can be explored.
- i. The Board moved to approve Town-wide comprehensive financial policies. (Paradis/Saunders) (4/0)
- j. The Board tabled the nonprofit distribution policy draft for the Town Manager to make some changes.
- k. The Board discussed the Fireworks Ordinance because of recent complaints and the issue that the town cannot enforce the ordinance. The Town Manager to research the cost to train a constable. (Paradis/Saunders) (4/0)

Supplements / Abatements- None

Town Manager Report:

FY 2012-2013 Year End

The Town's financial year closed on June 30th, 2013. The Town has completed in the black. Over the next two weeks I will be working with the bookkeeper and the auditor to make several adjustments.

Implementation of new budget/ financial policies/ audit recommendations

Beginning July 1st, 2013, the Town will have a new chart of accounts. The Town will be filing our payables by vendor. Also, the Town will have three separate warrants at each Selectmen's meeting (1) payroll and (2) accounts payable. The final implementation of the new chart of accounts will July 30, 2013.

Roadside Mowing

The Town has begun roadside mowing in July. Readfield's tractor broke down; they had to replace the clutch. This Friday, they started back mowing in Town. I asked that they attempt to mow the brush further back this year, even if it takes more time and money. Some of this debris has turned up in the road shoulders. I am trying to find a cheap and inexpensive way to remove this debris.

Gravel Road Rehabilitation

Bruen Construction has begun ditching and replacing several culverts along the Green True Road. Bruen Construction will be rehabilitating (ditching, installing geo textile fabric, culverts) the Maxim and House Roads. After the Independence Day Weekend storms we received minor damage to our roads including Maxim and House Roads. After Bruen Construction completes the Maxim Road project next week, I have directed him to fix a number of the washouts outs (Hardscrabble Road and Strickland Ferry).

North Wayne Road Reconstruction and Paving

C.H. Stevenson is excited to work on the road. They believe they can start work on this project August 1st, 2013 and have the project substantially completed by the start of school.

Solid Waste

The Town of Winthrop asked if the Town of Wayne would be interested using their Transfer Station. The Board decided not to pursue this option because of good relations with Readfield and satisfaction with the Readfield Transfer Station.

Lac Megantic

The Town of Farmington is the sister city of Lac Megantic, Quebec. They created a relief fund for individuals wishing to assist this community in their tragedy. They have asked Town to notify their residents and participate in this relief fund.

The Board asked the Town Manager to post a notice in the Wayne Messenger about the possibility of the Town donating to this worthy cause.

Inmate Work Crew

Kennebec County inmate work crew restored the footbridge on July 10, 2013 and will be staining the footbridge July 13 and 14. The inmates will be back September 16, 17, 19, and 20 to paint the Wayne Village Fire Station.

North Wayne Dam Swimming Area

The Town Manager stated someone had inquired about the floating dock which has not been placed in the water there yet and the Board suggested the float may not be a good idea due to the liability to the Town. The Town Manager will check with the Town Attorney about this issue.

Next Meeting Agenda

- Public Hearing on Ordinance on Tax Acquired Property
- Approve draft non-profit donation policy
- Award General Obligation Bond for North Wayne Road Reconstruction and Paving Project.

Reminder Upcoming Meetings

Comprehensive Plan Meeting	July 17, 2013	@5:00 PM
Board of Selectmen Meeting	July 30, 2013	@6:30 PM

Board Member Reports:

- Carroll Paradis explained that the purple box in a tree at the State boat landing on Androscoggin Lake, which has been placed by the State, is an Ash Borer trap.
- Carroll Paradis also initiated a discussion about the poor condition of the State boat landing, and the Town Manager stated he will write a letter to the State about it to ask them to clean it up.

Public Comments: None

Motion to Adjourn 8:55 PM. (Paradis/Saunders) (4/0).

The next Select Board Meeting is scheduled for Tuesday, July 30, 2013 at 6:30 p.m. at the Wayne Elementary school.

Recorded by:
Cathy Cook, Town Clerk

Select Board Members

Gary Kenny

Carroll Paradis

Peter Ault

Stephanie Haines

Stephen Saunders

Town of Wayne

Public Hearing(s) for Town's Ordinance Regarding Tax Acquired Property for the Special Town Meeting

The Wayne Board of Selectmen will conduct public hearing(s) on the **Town's Ordinance Regarding Tax Acquired Property** for Special Town Meeting on August 13, 2013 at 6:00 PM at the Ladd Recreation Center. The Public Hearing(s) will be held on Tuesday July 16, 2013 at 6:30 PM and Tuesday July 30, 2013 at 6:30 PM in the Wayne Elementary School Gymnasium at 48 Pond Road, Wayne, Maine. A copy of the draft Special Town Meeting Warrant and the Town's Ordinance Regarding Tax Acquired Property will be available for inspection at the Town Office during normal business hours and on the Town's website. If you have any questions, regarding these public hearings, Special Town Meeting or Ordinance, please don't hesitate to contact the Town Office at (207) 685-4983.

Ordinance Regarding Tax Acquired Property

Proposed Timeline:

Public Hearing: Tuesday July 16, 2013 at 6:30 PM

Public Hearing: Tuesday July 30, 2013 at 6:30 PM

Special Town Meeting: Tuesday August 13, 2013 at 6:00 PM

Proposed Changes:

- Document was originally called policy, however, was treated as an Ordinance. A policy is a board document; an ordinance is a legislative body document (Open Town Meeting). Changed the wording throughout to reflect that change.
- Updated language regarding the sale of tax acquired property: such as timing of tax sale; location and procedure.
- Includes a provision allowing the Town upon request from Treasurer to waive the right to foreclosure in special cases when the risk of owning the property outweighs the tax obligations.
- This document keeps authority with legislative body to amend Ordinance.

Town of Wayne
Ordinance Regarding Tax Acquired Property

This Ordinance is adopted under authority of 30-A M.R.S.A. Sections 3001 et seq., and shall govern the maintenance, administration, and disposition of Tax Acquired Property in the Town of Wayne.

ARTICLE 1. General

1.1 Purpose: The purpose of the Ordinance is to establish and direct the procedures for the management and disposition of real estate acquired under the real estate tax lien procedures set forth in 36 M.R.S.A. Sections 942 and 943, as amended.

1.2 Definitions. For the purposes of this Ordinance, the following definitions shall apply:

1.2.1 "Foreclosed Tax Lien" means a tax lien mortgage that has automatically foreclosed pursuant to 36 M.R.S.A Sections 942 and 943.

1.2.2 "Just Value for the Current Year and Past Year Taxes not Assessed" means the amount of real estate taxes that would have been assessed to a property if not owned by the Town of Wayne on April 1st of the year in which it is sold or transferred by the Town. The intent of this definition and its application herein is to establish the amount of taxes which would have been assessed to the property if it had been subject to tax on each April 1st of the years in which the property is or has been owned by the Town as tax acquired property so when the property is sold or transferred, the Town will be reimbursed for taxes that would otherwise have accrued but for the Town's ownership at the time of a sale or transfer.

1.2.3 "Land or Lands" mean real property interests in land as also included as part of the definition and term "Real Estate" below.

1.2.4 "Mail" means the use of the regular, first class and certified mail return receipt requested mail services through any U.S. Post Office.

1.2.5 "Manufactured Real Estate Property" means any structure, building or dwelling, constructed or fabricated elsewhere and then transported, in whole or in part, to and placed, set or installed permanently or temporarily upon land within the Town. For the purpose of the Ordinance, Manufactured Real Estate Property is also included as part of the definition and term "Real Estate" below.

1.2.6 "Minimum Bid Price" means the sum total of all outstanding taxes, interest and related charges assessed and taxed against a parcel of Real Estate, together with the sum representing the Just Value for the Current Year and Past Year Taxes not Assessed, and the sum of all lien related filing and recording fees, registry filing fees, property casualty and liability insurance costs, costs of public sale, including a set administrative fee established to cover costs of overseeing the Town's costs in transferring the property, notice and advertisement charges, and all other costs including the Town's personnel costs incurred in maintaining, securing or selling a property.

1.2.7 "Municipality" means the Town of Wayne, Maine.

1.2.8 "Municipal Officers" means the Board of Selectmen of the Town of Wayne, Maine.

1.2.9 "Former Owner" means the person or persons, entity or entities, heirs or assigns to whom property taxes were most recently assessed for a tax acquired property.

1.2.10 "Municipal Tax Release Deed" means the form of release and quitclaim deed and instrument releasing the Town's tax acquired rights, title and interests in tax acquire real property acquired under foreclosed tax liens.

1.2.11 "Real Estate" means all land or interests in land, structures, buildings, tenements and hereditaments and Manufactured Real Estate Property as may be located in or on any tax acquired property.

1.2.12 "Tax-Acquired Property" means Real Estate acquired by the Town through the real estate tax lien procedures under 36 M.R.S.A Sections 942 and 943, as amended.

1.2.13 "Tax Lien" shall mean the Town or Wayne's statutory lien rights securing the rights to collect property taxes assessed against real property under 36 M.R.S.A Section 552.

ARTICLE 2. MANAGEMENT OF TAX ACQUIRED PROPERTY

2.1 Management. Following statutory foreclosure of a tax lien mortgage on a property, management of the property shall become the sole responsibility and under the sole direction of the Municipal Officers, subject to the provisions of state law and Town Ordinances.

2.1.1 Insurance. The Municipal Officers may purchase fire loss insurance for tax-acquired properties with structures or buildings thereon with coverage amounts at least adequate to cover then outstanding taxes, liens, costs and other Town incurred expenses.

2.1.2 Occupants or Tenants. The Municipal Officers shall determine when and if any occupants or tenants of tax-acquired property shall be required to vacate a tax acquired property and are authorized to proceed with all required legal actions to enforce occupants or tenants to peacefully quit the premises.

2.1.3 Disposition of Tax Acquired Properties. The Municipal Officers, after review, shall be authorized to decide to retain the ownership for public use or dispose of any tax acquired properties in accordance with the terms in this Ordinance.

2.1.4 Retained Ownership. If the Municipal Officers determine that tax-acquired property is to be retained for Town or for other public use, the Municipal Officers may pursue an action for equitable relief to clear title to the property in accordance with the provisions of 36 M.R.S.A. Section 946, as amended.

2.1.5 Option to Allow Tenancies and Insurance during such Occupancy. The Municipal Officers may, at their discretion, allow persons occupying tax acquired properties to remain as tenants on a month to month basis. For such privilege the Municipal Officers shall charge a monthly fee to the occupants. The fee shall be set according the circumstances and shall be in an amount that the Municipal Officers deem to be in the best interest of the Town. While person are occupying tax acquired property during the period when a monthly fee

is charged, the Municipal Officers shall have in place and maintain a comprehensive general liability insurance policy covering the property with coverage amounts equal or exceeding the limits on liability under the Maine Tort Claims Act, codified at 14 M.R.S.A Section 8101 et seq.

2.1.6 Insurance on Vacant Tax Acquired Property. The Municipal Officers shall, in the event that a tax acquired property is or becomes vacant, secure and maintain insurance coverage for the property with a comprehensive general liability insurance policy for the property with coverage amounts equal or exceeding the limits on liability under the Maine Tort Claims Act, codified at 14 M.R.S.A Sections 8101 et seq.

ARTICLE 3. SALE OR TRANSFER OF TAX ACQUIRED PROPERTY

3.1 Sale or Transfer. In the event that the Municipal Officers determine that the best interests of the Town will be served to offer for sale or for the transfer tax-acquired property, the following procedures shall be followed:

3.1.1 Sale or Transfer for Other Public Related Uses. The Municipal officers may determine that it is in the best interests of the Town to sell or transfer interests in a tax acquired property to another entity for a public related uses such as uses by a quasi-municipal entity (water, sewer districts, etc.), a land conservation organization (land trust, etc.) or a civic, charitable or educational organization. Sales and transfers under this provision shall be according to terms and conditions the Municipal Officers determine fair and reasonable and which serve the public interest, and subject also to approval by the legislative body of the Town of Wayne at a Town Meeting.

3.1.2 Public Bid Sale. The Municipal Officers shall offer properties they deem are best disposed by sale through a public sale under the following sale terms. Properties will be cataloged and summarized in a Notice of Sale which includes the tax map and lot number, street address, property description, most recent assessed value, the Minimum Bid Price and the schedule and summary of other terms of the public sale. The Notice of Sale shall be posted and advertised for ten or more days using newspapers, other media or real estate listings so as to provide sufficient notice and advertising of the sale. The advertisement shall be at a minimum for two successive weekends in the Kennebec Journal and the Lewiston Sun Journal, and the last notice published at least seven days prior to the advertised sale date. The sale shall be by a sealed bid process open to the public in which the Municipal Officers will receive within a specified time frame and certain additional terms, all bids, bids to be accompanied by a required bid deposit, and bids opened and read publicly, with the Municipal Officers thereafter authorized to accept or reject any bid.

3.1.3 Redemption by Former Owners. The Municipal Officers shall also send notice of a sale of tax acquired property to the Former Owners of each tax acquired property to be sold and all abutting property owners. The notice to former owners shall be sent by first class mail at least 45 days before bids are due in the sale. Former Owners shall have the option to repurchase their former property within the period of 30 days immediately following the Town's issuance of the notice of sale by tendering full payment in certified funds or by bank check in the amount totaling the same sum as the Minimum Bid Price.

3.1.4 Bid Responses. The Municipal Officers shall follow and require persons submitting bid responses in the public bid sale process described herein to submit and comply with the following additional terms and conditions:

a. Bidders must at the time they submit a bid must include a completed bid sheet for each parcel bid upon. Bid sheets shall including the description (by Map and Lot #) of the property being bid upon, and clearly state a firm bid amount in United States Dollars. Conditionals bids are not allowed and will not be accepted.

b. Bidders must at the time they submit a bid must include a separate bid deposit for each parcel bid upon in the form of a certified check, bank check or money order drawn to the Town of Wayne as payee in an amount equal to or exceeding 10% of the bid price for each parcel bid upon. Failure to submit bid deposits in the proper amount or form of payment in the bid package will cause the bid to be automatically rejected.

c. Bidders must deliver completed bid sheets and bid deposits to the Town for each property bid upon in a single and sealed plain envelope marked only on the outside of the envelope "Tax-Acquired Property Bid" and with the identification of the specific parcel or parcels parcel identification on the exterior of the envelope.

d. All bid responses must either hand delivered to the municipality, or mailed. If mailed, the bid response envelope shall be enclosed within a second envelope addressed to the Board of Selectmen, Town of Wayne, Maine.

e. As bids are received, the Town Office will note the time and date of receipt on the bid envelope. To qualify all bids must be received on or before the deadline and date stated in the Notice of Sale.

3.1.5 Acceptance of Bids-Limitations. The Municipal Officers may in their sole discretion accept or reject any bids that they determine are or are not in the best interests of the Town but in any case may not accept any bid for an amount less than the Minimum Bid Price. Acceptance of a bid for a lesser amount, except in the case of unbuildable lots offered for sale for more than one year, must be approved by the voters at a duly called Town Meeting.

3.1.6 Right to Accept or Reject Bids. The Municipal Officers retain the right to accept or reject any and all bids as they determine to be in the best interests of the Town, and shall cause the same terms and disclaimer to be included in all Notices of Sale and in materials soliciting bids under this Ordinance. The Municipal Officers shall notify, via mail, any successful bidder. Should the Municipal Officers reject all bids in a public bid sale, they may then cause the subject property to be scheduled for sale again through a sealed bid public sale without notice to any former owner or owners.

3.1.7 Rejection of All Bids or No Bids. Should there be no successful bidder in a public bid sale, the Municipal Officers may thereafter retain or dispose of the tax acquired properties on such terms and conditions as they determine to be in the best interests of the Town, including through another sealed bid sale, open auction, listing the property through a realtor or through a closed sale.

3.1.8 Credit and Return of Bid Deposits. The Municipal Officers shall credit successful bidders bid deposits to the purchase price of the related property and after completion of a sale, return bid deposits to the unsuccessful bidders.

3.1.9 Payment and Completion of Sales. Successful bidders must complete the sale and transfer by paying the balance due and completing the transfer within 30 calendar days following date when a bid is accepted. In the event that a successful bidder fails to complete a sale within 30 days after a bid is accepted, the Town will retain

the bid deposit and the Municipal Officers may thereafter offer the property to other bidders or pursue the process set forth in Section 3.1.7. In the event other bidders become successful bidders due to the default of abider, the other bidders must complete the sale within 30 days or similarly will forfeit their bid deposits.

3.1.10 One Time Extension. The Municipal Officers may, subject to a show of good faith and circumstances reasonably beyond the control of a bidder, extend the time limit to complete a sale for a one-time-only additional 20 days during which extended period the bidder must complete the sales.

3.1.11 Transfer Documents and Purchaser's Release. The Municipal Officers will convey the Town's tax acquired interests in a property under a Municipal Tax Release Deed and as conditions of such transfer, successful bidders shall agree to be responsible for the proper removal and disposition of any and all personal property at a property and for the peaceful and proper removal of any occupants remaining at a purchased tax-acquired property and in furtherance thereof, in writing, indemnify and hold harmless the Town from any and all claims arising out of the sale and transfer of the tax-acquired property.

ARTICLE 4. WAIVER OF FORECLOSURE OF TAX LIEN.

The Municipal Officers, upon request of the Treasurer, may without need of further approval of the legislative body of the Town of Wayne, if they determine such course to be in the best interests of the Town, proceed to file notices in the registry of deeds to waive the foreclosure of a then pending real property tax lien.

ARTICLE 5. SEVERABILITY

Any provision in this Ordinance or the application thereof to any person or circumstances determined by a court of law to be unenforceable or invalid shall not affect the application or validity of any other provision of this Ordinance.

ARTICLE 6. ADOPTION

This ordinance shall be amended by vote of the Town of Wayne's legislative body at Town Meeting or Special Town Meeting.

Wayne Board of Selectmen

Gary Kenny, Chair

Carroll Paradis, Vice-Chairman

Peter Ault, Selectmen

Stephen Saunders, Selectmen

Stephanie Haines, Selectmen

To: Board of Selectmen
From: Aaron Chrostowsky, Town Manager
Re: General Obligation Bond Award
Date: July 30, 2013

The Town received three complete General Obligation Bond bids by the deadline on Thursday July 25, 2013 at 12 Noon. The following banks submitting the following interest rates.

- TD Bank 2.32%
- Kennebec Savings 2.40%
- Androscoggin Bank 2.51%

I recommend award the General Obligation Bond bid to TD Bank for the lowest interest rate.

INVITATION TO BID
TOWN OF WAYNE
GENERAL OBLIGATION BOND

The Town of Wayne (the "Town") invites bids for a General Obligation Bond in an amount up to \$250,000 to fund road reconstruction and repair. The Bond will be dated on or about **August 2, 2013** and loan proceeds will be taken as a lump sum on that date. Repayment of the principal on the Bond will be made in five (5) annual installments of equal amount, plus accrued interest.

Interested banks must submit sealed bids by 12:00 p.m. on Thursday, July 25, 2013. Each bid should be submitted to Aaron Chrostowsky, Town Manager, P.O. Box 400, Wayne, ME 04284 in a sealed envelope marked "Bid for General Obligation Bond". Bids will be considered by the Select Board at its meeting convening at 6:30 p.m. on the evening of **July 30, 2013** at the Town Offices. Information regarding the Town's finances can be obtained by calling Aaron Chrostowsky during business hours at (207) 685-4983.

Bids must disclose the amount of any fees or other charges relating to the borrowing. Bids must permit the Town to prepay the note at the election of the Town without penalty at any time. Bids shall remain firm for acceptance by the Town for 5 days from the submission deadline.

The Town has engaged Lee Bragg of the firm of Bernstein, Shur, Sawyer & Nelson to act as Bond Counsel in connection with this borrowing, and, if required, the successful bidder will be provided with an unqualified opinion from Bond Counsel at the time of the closing. The Town will certify that the debt is a qualified tax-exempt obligation within the meaning of Section 265(b)(3)(B) of the Internal Revenue Code.

The Town reserves the right to accept or reject any or all bids, to waive any informality in the bids and to exercise its judgment in evaluating the bids. The decision of the Select Board on these matters shall be final and conclusive.

DISTRIBUTION LIST

Paul T. Soucie, Vice President
Androscoggin Bank
30 Lisbon Street
Lewiston, ME 04240
Phone: (207) 897-3491
E-mail: psoucie@androscogginbank.com

John A. Moore, Senior Vice President
Bangor Savings Bank
P.O. Box 930
Bangor, ME 04402-0930
Phone: (207) 262-4936
E-mail: john.moore@bangor.com

Nathan Cotnoir, Vice-President
Camden National Bank
21 Armory Street
Augusta, ME 04330
Phone: 207-622-8742
Email: ncotnoir@camdennational.com

Julie A. Buffington, Vice President
KeyBank, N.A.
286 Water Street
Augusta, ME 04322
Phone: (207) 623-5454
E-mail: Julie_A_Buffington@KeyBank.com

D. Mark Stebbins
VP & Commercial Loan Officer
Kennebec Savings Bank
150 State Street
Augusta, ME 04330
Phone: 622-5801
Email: mstebbins@kennebecsavings.com

Debbie Knox, Commercial Account Officer
Skowhegan Savings Bank
P.O. Box 250
Skowhegan, ME 04976
Phone: (207) 858-2573
E-mail: dknox@skowsavings.com

Barbara Durr, Vice President
TD Bank, N.A.
Government Banking
Two Portland Square, 3rd Floor
Portland, ME 04101
Barbara.Durr@td.com

Theodore N. Scontras
Executive Vice President
The Bank of Maine
640 Main Street
Saco, ME 04072
tscontras@thebankofmaine.com



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www.tdbank.com

July 25, 2013

Mr. Aaron Chrostowsky, Town Manager
Town of Wayne
Post Office Box 400
Wayne, Maine 04284

RE: 2013 General Obligation Bond

Dear Mr. Chrostowsky:

Thank you for the opportunity to bid on your request for a General Obligation Bond in the amount of Two Hundred and Fifty Thousand Dollars (\$250,000.00). TD Bank, N.A. (The "Bank"), is pleased to offer the General Obligation Bond subject to the following conditions:

1. ISSUE DATE: The Bond will be issued on or about August 2, 2013.
2. MATURITY DATE: All principal and interest on the loan will be repaid on or before August 2, 2018.
3. INTEREST RATE: The rate of interest will be **2.32%** based on an actual/365 day year. Repayment will require annual installments of equal amounts plus accrued interest.
4. DENOMINATION OF BONDS: There will be one (1) Bond issued in the denomination of \$250,000.00.
5. PREPAYMENT PROVISION: The Bond may be prepaid at any time without penalty.
6. LEGAL OPINION: This bid is subject to a legal opinion from bond counsel acceptable to the Bank, the cost of which will be borne by the Town. The opinion must include a statement that the Bond represents a valid and binding obligation of the issuer and further that the Bond is a "qualified tax exempt obligation" for the purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.
7. CONFIRMATIONS: The Town must confirm in writing that:
 - (a) The anticipated total borrowing for 2013 will not exceed \$10,000,000; and
 - (b) The Town will comply with all aspects of the Tax Reform Act of 1986, as amended, including all provisions relating to arbitrage and rebate.

8. SUBMISSION OF FINANCIAL STATEMENTS: The Town will continue to provide the Bank with year-end audited financials for the term of the loan. Such statements are to be prepared by an independent certified public accountant.

This bid shall expire if it is not accepted in writing by a qualified officer by 5:00 p.m. on July 31, 2013, and is subject to withdrawal if any adverse information relating to the issuer's affairs is discovered prior to closing.

The signed Bond, registered and payable to TD Bank, N.A., must be received by the Bank the day prior to the Bond date. One (1) business day shall be required to prepare for a closing, unless other arrangements are made with the Bank.

Sincerely,



Nicole M. Pellenz
Vice President
Government Banking

SEEN AND AGREED TO ON BEHALF OF TOWN OF WAYNE:

By: _____
Its

**TD Bank
Amortization Schedule**

Principal: \$250,000
Interest: 2.32%
Term: 5-Years

Date	P&I Payment	Principal Payment	Interest Payment	Principal Balance
8/2/2013	\$ -	\$ -	\$ -	\$ 250,000.00
8/2/2014	\$ 55,800.00	\$ 50,000.00	\$ 5,800.00	\$ 200,000.00
8/2/2015	\$ 54,640.00	\$ 50,000.00	\$ 4,640.00	\$ 150,000.00
8/2/2016	\$ 53,480.00	\$ 50,000.00	\$ 3,480.00	\$ 100,000.00
8/2/2017	\$ 52,320.00	\$ 50,000.00	\$ 2,320.00	\$ 50,000.00
8/2/2018	\$ 51,160.00	\$ 50,000.00	\$ 1,160.00	\$ -
Total	\$ 267,400.00	\$ 250,000.00	\$ 17,400.00	

Kennebec Savings Bank

your community bank since 1870

Member FDIC



150 State Street, P.O. Box 50, Augusta, Maine 04332
Telephone: (207) 622-5801 Fax: (207) 626-2858
Website: www.kennebecsavings.com

July 19, 2013

Bid for General Obligation Bond

Aaron Chrostowsky, Town Manager
Town of Wayne
PO Box 400
Wayne, ME 04284

Dear Mr. Chrostowsky:

Kennebec Savings Bank is pleased to submit the following in response to the RFP received from Ginny Coull via email on Wednesday, July 3rd. This bid assumes that legal fees will be paid by the Town of Wayne:

Loan Amount:	Up to \$250,000
Fixed Interest Rate:	2.40%
Dated:	On or about August 2, 2013
Maturity Date:	5 years from closing. Repayment of the loan shall be made in five (5) equal annual installments of principal, plus accrued interest.
Interest Basis:	Actual/365
Prepayment Penalty:	None
Bid open Through:	August 9, 2013

This bid is subject to a legal opinion from Bernstein, Shur, Sawyer & Nelson, P.A. that the Bond is a "bank eligible" tax-exempt obligation under Section 265 of the U.S. Internal Revenue Code.

Sincerely,

D. Mark Stebbins
Vice President & Commercial Banking Officer
(mstebbins@kennebecsavings.com)

AndroscogginBank

July 23, 2013

Town of Wayne
Attn: Aaron Chrostowsky, Town Manager
P.O. Box 400
Wayne, ME 04284

Re: General Obligation Bond

Dear Town Manager Chrostowsky:

In response to the General Obligation financing request received from attorney Lee Bragg's office on the Town's behalf we are pleased to offer this proposal for the "Lump Sum" borrowing of Two Hundred and Fifty Thousand Dollars (\$250,000) for the Town's consideration.

We offer a **tax exempt** interest rate of **2.51%** per annum for this General Obligation Bond. It is our understanding the Town would like to close this bond on or about August 2, 2013 and desires to repay the Bond via annual level principal plus accrued interest payments over a five (5) year term, with the initial payment beginning on the first anniversary date of the closing. I have attached for your added information an amortization schedule based on the rate and terms outlined using the August 2nd closing / funding date. It shows the annual installments and the total interest cost of the bond.

Interest will be calculated on an actual / 365 day basis on the Bond, which will be issued without prepayment penalty. There are no premiums, discounts, or other charges associated with the Bond.

Our bid proposal is predicated on receipt of an unqualified legal opinion from bond counsel acceptable to the Bank attesting to the validity and non-arbitrage nature of this borrowing, and designating the Bond as a qualified "tax exempt" obligation under existing tax laws. We understand the Town has retained attorney Lee Bragg of Bernstein Shur to serve as bond counsel for this issue and that he will provide the opinion, Bond, and related documents in form and substance acceptable to the Bank, and will carry out all legal work for the borrowing, and the cost of these services will be borne by the Town. In the documents provided to the Bank, the Town will certify that its anticipated total borrowings in 2013 will not exceed \$10,000,000 in conformance with IRS regulations for tax exempt issues. We will be pleased to work with attorney Bragg to allow a timely closing.

Our proposal is subject to change if not accepted by the close of business on July 31st 2013, and is further subject to withdrawal if there is discovered prior to disbursement any material adverse information pertaining to the Town's financial affairs.



On behalf of Androscoggin Bank, I would like to thank you for providing us with this opportunity to once again assist Wayne with its General Obligation financing. We look forward to continuing the good working relationship we enjoy Town officials. If we can be of further assistance to the Town in any facet of its financial activities, please do not hesitate to contact me.

Sincerely,



Paul T. Soucie, Vice President
Government Finance

AWARD /ACKNOWLEDGEMENT

The Town hereby accepts this financing proposal.

This Bond is hereby awarded to Androscoggin Bank.

Name & Title

Date

Amortization Schedule

Date	Description	Total Payment	P&I Payment	Principal Payment	Interest Payment	Principal Balance
Aug 02, 2013	Beginning Balance					250,000.00
+ 2013 Totals						
	Principal and Interest					
+ Aug 02, 2014	Payment	56,275.00	56,275.00	50,000.00	6,275.00	200,000.00
+ 2014 Totals		56,275.00	56,275.00	50,000.00	6,275.00	
	Principal and Interest					
+ Aug 02, 2015	Payment	55,020.00	55,020.00	50,000.00	5,020.00	150,000.00
+ 2015 Totals		55,020.00	55,020.00	50,000.00	5,020.00	
	Principal and Interest					
+ Aug 02, 2016	Payment	53,775.32	53,775.32	50,000.00	3,775.32	100,000.00
+ 2016 Totals		53,775.32	53,775.32	50,000.00	3,775.32	
	Principal and Interest					
+ Aug 02, 2017	Payment	52,510.00	52,510.00	50,000.00	2,510.00	50,000.00
+ 2017 Totals		52,510.00	52,510.00	50,000.00	2,510.00	
	Principal and Interest					
+ Aug 02, 2018	Payment	51,255.00	51,255.00	50,000.00	1,255.00	
+ 2018 Totals		51,255.00	51,255.00	50,000.00	1,255.00	
+ Grand Total		268,835.32	268,835.32	250,000.00	18,835.32	

**PRICE AGREEMENT GUARANTEE
CONTRACT FOR PURCHASE OF #2 HEATING OIL**

This agreement is made between Winthrop Fuel Co., Inc. (Winthrop Fuel) and Town of Wayne, Maine (Customer) for the period beginning July 1, 2013 and ending June 30, 2014.

Customer and Winthrop Fuel agree to the following terms and conditions:

1. Customer agrees to purchase 1,800 gallons of #2 heating oil, for the delivery season beginning July 1, 2013 and ending June 30, 2014, upon the following terms and conditions:

Guaranteed Price Agreement:

a. Purchase Price: Peddle Truck Small Deliveries \$ 3.347 per gallon.

b. Payment for each delivery shall be made within 10 days of delivery. Any balance due more than 10 days after delivery shall bear interest at the rate of 18 percent per annum.

c. Customer understands and agrees to accept that all delivery invoices will be delivered to them via email only and agrees to pay from invoice based on the terms outlined in subparagraph (b) above.

2. No Other Heating Oil to be Delivered: During the delivery season, the heating oil shall be delivered automatically to the physical address listed in numbered paragraph 7 below. Customer understands that tank levels are to be reported to Winthrop Fuel each Monday AM, (Fri PM if closed Monday). Winthrop Fuel shall monitor Customer's usage based on these reports and shall determine a delivery schedule based upon such usage. Unless Customer's tank drops below 20% of capacity Winthrop Fuel shall not be obligated to make a delivery. Customer acknowledges that the guaranteed price set forth above is based in part upon certain economies of scale as a result of Winthrop Fuel's ability to establish and control the delivery schedule and that Customer, therefore, has no right to an unscheduled delivery, except that Winthrop Fuel will not allow the Customer's tank to become empty so long as the agreement is in force and Customer is current in his/her/their/its payments.

3. Delivery of Other Fuel: Customer shall not request nor permit any other supplier to make deliveries of heating oil to the physical address listed in numbered paragraph 7 below during the delivery season. Should Customer obtain heating oil from another vendor during the delivery season, Winthrop Fuel may, at its option, terminate this contract. If Winthrop Fuel terminates the contract, customer agrees to pay a penalty for any gallons contracted for, but not yet delivered, equal to the difference between the purchase price set forth above and Winthrop Fuel's cost (the price at which Winthrop Fuel either purchased or had contracted to purchase the remaining gallons) plus the difference between Winthrop Fuel's cost and Winthrop Fuel's prevailing cash price (if less than Winthrop Fuel's cost).

4. Customer's Obligations Regarding Access and Compliance: Customer shall (1) provide safe and unobstructed access to all fill pipes and shall keep said access clear of snow and ice; and (2) insure that all storage tanks, pipes and connections comply with applicable laws, ordinances and regulations.

5. Customer Acknowledgement: Customer acknowledges that the price of heating oil may change substantially during the delivery season covered by this agreement; that any decrease in the price of heating oil shall not excuse Customer from its obligations under this agreement; that by choosing to accept a guaranteed price for heating oil now, Customer accepts the risk that the price of heating oil may decline substantially in the future; and that any such decline shall not constitute (1) a basis to terminate this contract or to avoid any obligations under this contract, (2) a defense to a suit upon this agreement, and/or (3) a basis to suspend delivery of the gallons for which it has contracted as set forth in this agreement, or any portion thereof.

6. Force Majeur: Winthrop Fuel shall not be deemed in default of any provision of this agreement, or be liable for any delay or failure in performance of this agreement, due to a Force Majeur, including but not limited to, acts of God, war, fire, strike, accidents or other occurrences beyond Winthrop Fuel' reasonable control.

7. Customer Information:

Account No's.:10869

Name: Town of Wayne, Maine

Physical Locations: All Town Locations

Mailing Address: ~~2 Lovejoy Pond Road Wayne, Me~~ P.O. Box 400, Wayne, Maine

Tel. No. (work): ~~685-4600~~

E-mail Address (A/P): townmanager@waynemaine.org

8. Agreement Not Assignable: This agreement is not assignable.

9. Attorney Fees: Customer agrees to pay any reasonable attorney fees and costs incurred by Winthrop Fuel as the result of any breach by Customer of its obligations under this agreement, and in prosecuting or defending any action brought by or against Customer if Winthrop Fuel is the prevailing party in said action.

10. Exclusion of Warranties and Limitation of Remedies: EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, NO WARRANTY, EXPRESS OR IMPLIED (INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) IS MADE IN RESPECT HEREOF. IN NO EVENT SHALL WINTHROP FUEL BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND.

Dated:07/24/2013

Customer:

By: _____

Print Name

Its

Winthrop Fuel Co., Inc.

By: _____

Print Name:

Its

2013-2014 Fuel Bid Results

	Augusta Fuel	C.N. Brown	Dead River	DK Burke	Downeast	Winthrop	Irving	J&S	Webber	Fabian Peddle/Tank
#2 Heating Oil Fixed	3.35		3.349	3.3576	3.399	3.347		3.349		3.649/3.549
#2 Heating Oil Cap	plus .25 p/g		3.549		3.649			3.449/2.849		3.749/3.649
#2 Heating Pre-Buy			3.329		3.399			3.299		3.499/3.399
#2 Heating OVER 2000 GALLON TANKS	3.30		3.219			3.217		market+.05		
Terms										
K-1-Fixed	3.83		3.559		3.729			3.899		4.049/3.949
K-1-Capped	plus .25 p/g		3.759		3.979			3.999/3.399		4.149/4.049
K-1 Pre-buy			3.539		3.729			3.849		3.899/3.799
K-1 Heating OVER 2000 GALLON TANKS	3.78		3.419					market+.05		
LP Gas-Fixed	1.78		1.539		1.599			1.649		2.49
LP Gas-Capped			1.789		1.84					2.39
LP Gas-Pre-buy			1.5149		1.599					1.99
Diesel - Peddle delivery								.25 over cost		
Diesel-Fixed			3.609	3.3876	3.829	3.397		4000+ tank		3.609
Diesel-Capped					4.079			3.60		3.709
Diesel-Pre-buy			3.469		3.829			3.30		3.459
Diesel OVER 2000 GALLON TANKS						3.297				
Notes										

Account Name Delivery Location Product Type Tank Size Estimated Yrly Consump/Gallons

Attachment "A"

RSU 38

Page # 1 of 2

Superintendent's Office-New Building
 Superintendent's Office-Diesel Acct.

Millard Harrison Dr-Readfield
 Millard Harrison Dr-Readfield

#2 275 750
 Diesel 10,000 35,000

Manchester Elementary School
 Wayne Elementary School

School St-Manchester
 Pond Rd-Wayne

#2 8,000 12,000
 #2 2,000 8,500

Bus Garage-Maranacook
 Head Start-Maranacook Bldg

North Rd-Readfield
 North Rd-Readfield

#2 275 3,000
 #2 275 750

Maranacook High School
 Maranacook High School-Kitchen
 Maranacook High School-Ski Shack

Millard Harrison Dr-Readfield
 Millard Harrison Dr-Readfield
 Millard Harrison Dr-Readfield

#2 6,000 27,000
 #2 330 1,800
 K1 275 450

Maranacook Middle School

Millard Harrison Dr-Readfield

#2 15,000 20,000

Municipal Locations

Fayette

Fayette Central School
 Starling Hall
 Town Office
 Public Works Garage
 Fire Station
 Library
 Public Works Diesel Fuel

2023 Main St-Fayette
 Main St-Fayette
 2589 Main St-Fayette
 2589 Main St-Fayette
 2475 Main St-Fayette
 2020 Main St-Fayette
 2589 Main St-Fayette

#2 1,000
 #2 700
 #2 550
 #2 2,200
 LP 2,000
 LP 1,200
 Diesel (1) 275 (1) 500 15,000

Manchester

Town of Manchester-Town Office
 Town of Manchester-Fire Station

12 Readfield Rd-Manchester
 12 Readfield Rd-Manchester

K1 275 1,600
 #2 275 2,500

Attachment "A"

Page # 2 of 2

Account Name

Delivery Location

Product Type

Tank Size

Estimated Yrly Consump/Gallons

Account Name	Delivery Location	Product Type	Tank Size	Estimated Yrly Consump/Gallons
Monmouth				
Cumston Hall	796 Main St-Monmouth	#2	(3) 330	8,300
Town Office	859 Main St-Monmouth	#2	330	1,100
Old Town Office-Annex	796 Main St-Monmouth	#2	220	600
Fire Station-Monmouth Center	771 Main St	LP	2,000	2,000
Public Works	Academy Road	Diesel	4,000	30,000
Public Works	Academy Road	LP	1,000	2,000
Monmouth Rescue		#2	275	500
Fire Station- North Monmouth	616 Wilson Pond Rd	#2	275	1,300
Mount Vernon				
Town of Mt. Vernon-Community Center	2 Main St-Mt. Vernon	#2	275	
Town of Mt. Vernon-Fire Station	7 Belgrade Rd-Mt. Vernon	#2	275	
Town of Mt. Vernon-Dr. Shaw Library	344 Pond Rd.-Mt. Vernon	#2	275	
Town of Mt. Vernon-Town Office	1997 North Rd. Mt. Vernon	#2	275	0
Readfield				
Town of Readfield-Town Office	8 Old Kents Hill Rd-Readfield	#2	550	2,300
Town of Readfield-Gen Assist. Acct.	Various Locations	All Bid	varies	unknown
Town of Readfield-Library	Rt 17-Readfield	#2	275	1,300
Town of Readfield Fire Department	Rt 17-Readfield	LP	1,000	500
Readfield/Wayne Transfer Station	South Rd.	LP	(2) 100	
Readfield/Wayne Tran Station Forklifts	South Rd.	LP		
Wayne				
Fire Department	3 Lovejoy Pond Rd-Wayne	#2	275	1,800
Town Office		n/a	n/a	n/a
Total				
	Total K1 Estimated Quantity	2,050		
	Total Diesel Estimated Quantity	80,000		
	Total LP Gas Est. Quantity	7,700		
	Total #2 Estimated Quantity	97,950		
	Total	187,700		

INVITATION TO BID

SUPPLYING OF HEATING and MOTOR FUELS

TO THE TOWNS OF

FAYETTE, MANCHESTER, MONMOUTH, READFIELD, WAYNE & RSU 38

The towns and schools of Manchester, Monmouth, Readfield, Wayne & RSU 38 (hereafter called "**Participating Members** or "**Members**") are seeking bid prices to supply the heating oil (#2), LP, K-1 and Diesel for the remainder of the 2013 fiscal year ending June 30, 2014.

Proposals for providing heating fuels and diesel for the 2013 fiscal year beginning July 1, 2013 and ending June 30th 2014 for the Participating Members will be received **ON TUESDAY July 23, 2013** at which time they will be publicly opened and discussed

All Bids must be received either by e-mail or in person delivery. E-mailed bids may be e-mailed directly to the Fayette Town Manager Mark Robinson by sending to Fayette@myfairpoint.net and must be **received** no later than 1:00 p.m. EST of the day chosen for the bid opening. The Towns of Fayette, Manchester, Monmouth, Mt. Vernon, Readfield, Wayne and RSU 38, reserve the right to reject any or all bids. Bidder may be present at the bid opening if so desired.

Pat Gilbert
Manchester Town Manager
622-1894
mantownmgr@roadrunner.com

Curt Lunt
Monmouth Town Manager
933-2206
townmanager@monmouthme.org

Stefan Pakulski
Readfield Town Manager
685-4939
readfield.tmgr@roadrunner.com

Aaron Chrostowsky
Wayne Town Manager
685-4983
townmanager@waynemaine.org

Brigette Williams
Finance Director RSU 38
685-3336
Rich_Abramson@maranacook.org

Mark Robinson
Fayette Town Manager
685-4373
Fayette@myfairpoint.net

STANDARD INSTRUCTIONS TO BIDDERS

1. The attached proposal is to be signed by the bidder, with full knowledge of and agreement with, the general specifications, conditions and requirements of this bid. The conditions set forth in this bid are to be considered minimum bid specifications. Any variance or deviation from the specifications, terms and conditions, no matter how slight must be noted on an attachment labeled **"Variances"**. Failure to document such variances or deviations may, at the Participating Members sole discretions, disqualify the proposal from consideration.
2. The bidder shall insert in the attached proposal the price per stated unit.
3. In accordance with the provisions of 36 M.R.S.A. sec. 1760 et. Seq., the Participating Members are exempt from the payment of state taxes as well as all federal taxes and no such tax or taxes shall not be included in the bid prices.
4. The Participating Members reserves the right to reject any and all bids, wholly or in part; to waive technical defects, and to make awards in the manner deemed to be in the best interests of its Members.
5. The Participating Members have received a grant from the State of Maine to increase the efficient delivery of local and regional services. As such, it is possible that the following communities and their schools would be interested in purchasing heating oil from the selected vendor: Livermore Falls, Vienna, Wayne Ladd Center, Also, RSU 38 has an interlocal agreement with other school districts. Total quantities of fuels for these communities and school districts are unknown at this time. Please indicate on the attached bid form if your firm would be interested in providing products and services at the same price. *Failure to agree to sell to these Members will not exclude the bidder from consideration.*

SPECIFICATIONS FOR CONTRACT

Proposals for providing heating fuels and diesel for the 2013 fiscal year beginning July 1, 2013 and ending June 30th 2014 for the Participating Members will be until **1:00 p.m., July 23, 2013 at which time they will be publicly opened and discussed.**

Firms are requested to submit signed, written proposals giving fixed firm bids on the attached proposal form. It is the intent of the Participating Members to award a contract for the fiscal year to the selected firm. However, the members reserve the right to terminate the contract pursuant to Section#4 (Cancellation of Contract) of this invitation to bid.

Bidders are required to attach to their bid an outline of their qualifications, including a listing of municipalities, governmental organizations or school districts that they may have contracted with in recent years. In addition, bidders must indicate on the bid form the person who will act as their agent regarding authorization issues. This person will be empowered to make ***all authorized decisions on behalf of the vendor throughout the terms of this agreement.***

The Participating Members specifically reserve the rights to accept or reject any or all proposals, to negotiate with any vendor and to waive procedures or take any action that it considers to be in its best interest.

Questions regarding this bid should be referred, in writing, to:

**Mr. Mark Robinson, Town Manager
Town of Fayette
2589 Main Street
Fayette, Maine 04349**

Email: Fayette@myfairpoint.net

207-685-4373 (office phone)
207-512-0949 (mobile phone)

REQUEST FOR PROPOSALS

The Participating Members invite qualified independent fuel oil dealers to submit proposals (bids) for supplying heating fuels.

I. GENERAL INFORMATION

The Town of Fayette is a Municipal Corporation of the State of Maine, with a Town Meeting/Board of Selectmen/Town Manager form of government. The Town uses approximately 4,450 gallons of heating fuels and 15,000 gallons of diesel ***including*** its School Department.

The Town of Manchester is a Municipal Corporation of the State of Maine, with a Town Meeting/Board of Selectmen/Town Manager form of government. The Town uses approximately 4,100 gallons of heating fuels, ***excluding*** its elementary school.

The Town of Monmouth is a Municipal Corporation of the State of Maine, with a Town Meeting/Board of Selectmen/Town Manager form of government. The Town uses approximately 45,800 gallons of heating fuels, ***including*** its School Department.

The Town of Readfield is a Municipal Corporation of the State of Maine, with a Town Meeting/Board of Selectmen/Town Manager form of government. The Town uses approximately 5,100 gallons of heating fuels, ***excluding*** its elementary school.

The Town of Wayne is a Municipal Corporation of the State of Maine, with a Town Meeting/Board of Selectmen/Town Manager form of government. The Town uses approximately 1,500 gallons of heating fuels, ***excluding*** its elementary school.

RSU 38 is an administrative school district for the Towns of Manchester, Mt. Vernon, Readfield and Wayne that provides educational opportunities for elementary, middle and high school students. RSU 38 operates under a Town Meeting/School Board/Superintendent form of government. As such, it is responsible for purchasing heating fuels for the needs of its member's elementary schools. The RSU 38 uses approximately 73,800 gallons of #2 heating fuels and **DO NOT INCLUDE BID OF LP Gas FOR RSU 38**

1. PRICING-#2 HEATING OIL, LP GAS, Diesel AND K-1

The Oil Dealer agrees to provide #2 Heating Oil, K-1, diesel and LP Gas to the Participating Members in the quantities listed on Attachment "A". **The life of this contract will run from the date of the award to June 30, 2014** though the majority of heating oil will be consumed in the months of October through April. The cost of delivery is to be included in quoted prices. Prices are to be quoted **3** (three) different ways with the Participating Members collectively selecting the method best suited to their needs:

- A) Fixed Price**-Meaning the prices quoted will not fluctuate throughout the terms of this agreement.
- B) Cap Price**-Meaning the prices quoted will not be exceeded throughout the terms of this agreement and should the price for fuels decrease during this time frame; the Participating Members will receive the benefit of a lower cost.
- C) Pre-Buy Price**-Meaning the Participating Members will pay in advance for their estimated usage for heating oil, LP and K-1. Quantities in excess of the initial amount purchased will be at the current market rate available to cash customers.
- D) Any discounts** for heating fuels purchased in quantities equal to "tank truck" (approx. 5,000 gallons at one time) delivery should be noted on the bid form. Also, payment terms, conditions or discounts such as 1% 10 days/net 30 should be noted on the bid form.
- E) Due to the volatility** of the oil market, the Participating Members will consider any other pricing methods that will ultimately reduce the overall cost of heating fuels over the contract period. Bidders should make notation of alternative pricing methods on the bid form. **Quoted prices are to remain in effect for 1.5 hours (2:30 p.m. EST) from the date of the bid opening.** The selected vendor will be required to maintain quoted prices for the duration of this agreement.

2. DELIVERY OF #2 HEATING OIL, LP GAS, Diesel AND K-1

Bidder must agree that the delivery of heating fuel products will be set up on an "automatic delivery" schedule, with the exception of "tank truck" deliveries. This is a program where Participating Members receive products on a predetermined delivery basis without the need to order. In order to facilitate this process, Participating Members will advise the selected bidder of past delivery schedules and anticipated delivery dates.

3. SERVICE

The Participating Members have furnaces with a variety of high and low pressure boilers used to heat their buildings. Though not requirement of this Invitation to Bid, the Members are interested in firms that could service the needs of these boilers on a contractual basis. As part of this service requirement, at least two service technicians must be available on a 24/hr. 7 day a week basis. Additionally, an emergency telephone number and contact person must be provided to the Participating Members to satisfy this requirement. Some Participating Members may wish to avail themselves of this type of service under a "**maintenance agreement contract**". If so, the Participating Member would contact the selected firm directly. Please indicate the cost per hour for a service technician to repair or maintain this type of equipment on the attached bid form with and without a signed service agreement. Please also indicate whether maintenance agreement contracts are available. (Attach sheets if necessary)

As a separate component, the Participating Members will consider the following:

The Participating Districts have a strong commitment to their most important asset: human resources.

As part of this ongoing commitment, please describe in detail the services and the cost for providing heating fuels your firm would be willing to provide to employees of the each Participating District Members. If different plans are offered by your firm, please explain in detail. Currently, the Participating Districts provide employment opportunities for approximately 100 General Government and 300 School Department workers (excluding coaches and substitute teachers.)

Failure to agree to sell fuel oil to the employees of the Participating Members WILL NOT exclude the bidder from consideration. Attach sheets if necessary.

4. CANCELLATION OF CONTRACT

For cause: In the event of a breach of the contract by the fuel oil vendor for unsatisfactory performance as assessed by any Participating District's management, or if the fuel oil vendor performs in a manner that precludes a town or the RSU from administering its functions in an effective manner, and if, after three (3) days following written notice thereof, the contractor has been unable to remedy such breach, or provide satisfactory performance, than a Participating District member, shall upon written notice to the vendor, be authorized to cancel this contract by giving a maximum of ten (10) days as the final termination date of the contract. **Under extraordinary circumstances, a Participating Member may terminate the contract with less than ten (10) days notice. This contract will be governed under the laws of the State of Maine.**

5. OTHER CONSIDERATIONS

Under no circumstances will any member of the Participating District pay damages for the cancellation of the contract. Failure to comply with any of the terms and conditions of this Invitation to Bid by the awarded fuel oil vendor will be cause for termination of the "Contract" entered into. The Participating Members will not be responsible for any of the costs to the fuel oil vendor associated with the preparation of any Invitation to Bid Document.

Bidders are required to attach to their bid an outline of their qualifications, including a listing of municipalities, governmental organizations or school districts that they may have contracted with in recent years. In addition, bidders must indicate on the bid form the person who will act as their agent regarding authorization issues. This person will be empowered to make ***all authorized decisions on behalf of the vendor throughout the terms of this agreement.***

Name of Authorized Individual _____

Title of Authorized Individual _____

Firms mailed bid invitation on 7/23/2013:

Augusta Fuel Co.
PO Box 2226
Augusta, ME 04330

Winthrop Fuel Co
111 Route 133
Winthrop, ME 04364.

C.N. Brown Co.
94 Main St.
Jay, ME 04239

Dead River Company
500 Kennedy Memorial Drive
Waterville, ME 04901

Downeast Energy
1464 Pond Road
Mt. Vernon, ME 04901

DK Burke
PO BOX 3639
Boston, Ma 02241-3639

Irving Oil Corp.
Attn: W Dennis Chesley
190 Commerce Way
Portsmouth, NH 03801

J&S Oil Co.
c/o Bill Norwood
PO Box 8
Manchester, ME 04351-0018

TOWN OF WAYNE, MAINE BYLAWS OF THE BOARD OF SELECTMEN

Section 1. Purpose and Scope

The purpose of these bylaws is to establish reasonable rules of procedure for Board of Selectmen (Board) meetings and to promote the fair, orderly and efficient conduct of the Board's proceedings and affairs. These bylaws shall govern the Board's practices and procedures except as otherwise provided by law and shall be liberally construed so as to accomplish their purpose.

Section 2. Parliamentary Authority

The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern the Board in all cases to which they are applicable and in which they are not inconsistent with these bylaws.

Section 3. Officers and their Duties

Officers of the Board shall consist of a Chair and a Vice-Chair to be chosen annually at the first Board meeting in July by and from among Board members. The Chair shall preside at all Board meetings and shall have authority to rule on questions of evidence and procedure, to maintain order and determine the course of proceedings, and to take such other action as may be necessary and not inconsistent with these bylaws or other law to enable the Board to perform its duties and conduct its affairs. In the absence of the Chair, the Vice-Chair shall preside and shall have the same authority. Notwithstanding the presence of the Chair, the Selectmen may, by unanimous consent, authorize the Vice-Chair to preside at that Board meeting. In that instance the Vice-Chair is to have and exercise any and all authority conferred upon the Chair. In a situation where the Chair and the Vice-Chair of the Board are absent, the Board shall appoint by affirmative majority vote of its members present, a temporary Chair of the Board to serve until such time as the Chair or Vice-Chair returns to the Chair. The temporary Chair is to have and exercise any and all authority conferred upon the permanent Chair. The Town Clerk shall maintain a permanent record of all Board meetings and all correspondence of the Board, which shall be a public record except as otherwise provided by law.

Section 4. Meetings

Regular meetings of the Board shall be held every other Tuesday at 6:30 PM or as otherwise necessary or required by law. Special meetings may be called at the discretion of the Chair or upon the request of a majority of the Board, provided, however, that notice thereof shall be given to each member at least twenty-four hours in advance, whenever possible, and that no business may be conducted other than as specified in said notice.

Notice of all Board meetings shall be given as required by law. The Town Manager or designee will post all meeting notices at the following locations:

1. Wayne Post Office;
2. Wayne General Store;
3. Town Office;
4. North Wayne building; and
5. Town of Wayne website.

All such meetings shall be open to the public except as otherwise provided by law.

No business may be conducted by the Board except at a duly called and noticed meeting or without a quorum consisting of a majority of the Board being present. The regular order of business at meetings shall be as follows:

1. Call Meeting to Order.
2. Pledge of Allegiance.
3. Selectmen Present / Quorum.
4. Meeting Minutes.
5. Warrants.
6. Business Agenda.
7. Supplements / Abatements.
8. Town Manager Report.
9. Board Member Reports.
10. Public Comments.
11. Adjourn.

Board members are allowed to go into an executive session to deliberate on the matters authorized by 1 MRSA § 405 and no others. The executive session can only be entered after a motion has been made in public session to go into executive session. The motion to go into executive session must indicate the precise subject matter although the wording of the motion, obviously, may not substantially reveal the sensitive information which the law intends to protect by the executive session process. The motion also must "include a citation of one or more sources of statutory or other authority that permits an executive session for that business". The motion must carry by at least 3/5 of the members present. No topic other than that referred to in the motion shall be discussed during executive session. All matters discussed during executive session shall be held in strictest confidence by the Board and shall not be discussed with or divulged to any person other than a fellow Board member or persons in attendance at the executive session. Any violation of this confidentiality requirement shall be deemed to be malfeasance of office and shall subject the offending Board member to sanction by the Board.

Section 5. Public to Address Board

The Select Board encourages citizens of the Town of Wayne to attend Board meetings, conducted at the Town Office at 6:30 Tuesday evenings, which are open to both the press and the public except during executive sessions. Executive sessions, which usually occur at the end of a meeting, deal with topics that the open discussion of which may potentially harm the Town, affected individuals or both, or are authorized/mandated by state law. The Select Board follows state law with regard to executive sessions. The Board encourages residents to bring issues of concern or interest of an individual or of the community to the attention of the Select Board. Citizen involvement in Town governance enhances the sense of community that makes Wayne a great place to live, work, and visit. Select Board meetings follow an agenda, which lists the issues the Board will address. The Board wants to hear from citizens and recognizes one way for residents to participate is to speak out in the "Public Communications" sections of each Select Board Meeting. The Select Board also recognizes that efficient, productive and orderly meetings are essential to ensure full and fair consideration of agenda subjects at each meeting. To balance these two interests, the Select Board adopts this Policy to govern the "Public Comments" agenda item of the meetings.

Citizens will be allowed to comment on each agenda, with comments pertaining only to the item being discussed before final action is taken. Comments will be limited to three to five minutes.

There will be one "Public Comments" segment at each regularly scheduled Select Board Meeting at the end of the meeting. Each "Public Comments" segment is limited to fifteen minutes, allowing three (3) minutes per person. Repeat speakers shall be allowed to speak again after anyone wishing to speak has done so and we are still in the fifteen minute allotted time frame. The full fifteen minute time interval will not be reserved for potential discussion. A citizen who is present at the meeting may request the Select Board to extend the Public

Comments time, with the Select Board voting on the amount of time and either accepting or rejecting the additional time allocation requested.

All public comments or questions shall be directed to the Chairperson, who will recognize each speaker in turn. Remarks may not exceed three minutes per speaker. Each speaker must identify him/herself and the group he/she represents, if applicable. Speakers may not "read into the record" remarks prepared for or directed to another person or entity. This segment of the agenda is intended for brief, usually informal, discussions.

A speaker requesting to present a more formal or comprehensive discussion may request in advance to be on the agenda for that evening. To request to be on the agenda, one should contact the Town Manager by Tuesday noon prior to the following scheduled Select Board Meeting. The "Public Comments" segment is not an appropriate time to request an interpretation and/or decision of the Select Board. All reasonable requests will be considered, but it will be at the Select Board Chairperson's discretion whether to allow an agenda item, depending on the nature of the request and the time available at a specific meeting. Any request to be on the agenda denied by the Chairperson of the Board, may be brought forth before the entire Select Board during Public Comments time for the entire Select Board to review. If a motion is made and passes to add the item to a future agenda, the Chairperson will add it to the agenda within the next two scheduled Select Board meetings.

The Select Board will not accept written materials distributed at a Select Board meeting, other than petitions submitted in accordance with state law. Individuals or groups must submit written materials for the Board's attention to the Chairperson of the Select Board, no later than noon on the Monday before the next scheduled Select Board meeting. The Chairperson shall provide to the Town Manager any written materials received from the public for distribution to all Board members.

Individuals or groups who desire a response from the Select Board are advised to contact the Town Manager and all Select Board Members to request placing an item on the Board's agenda for discussion or submit a letter rather than relying on a "Public Comments" session. The Select Board shall note any concerns, questions, comments and communications from the public and possibly address at a following meeting. The Chairperson also could direct the individual or group to an appropriate resource for further information. The Select Board will not enter into debate with the public on a topic but may provide factual information regarding the substance of a comment or ask clarifying questions. Following the meeting, the Chairperson, on behalf of the Select Board will submit contact information (if provided) for the member of the public who asked a question or provided a comment to the appropriate resource for further information, if needed.

Questions about Town affairs and criticisms or concerns about Town policies, actions, or programs are welcome, provided they do not become personal.

No personal attacks on any individual or firm, including Town employees, Town officials, or members of the public, will be tolerated during any meetings. Please direct concerns about Town officials to the Chairperson of the Select Board outside the public meeting. Complaints concerning any employee of the Town, other than the Town Manager, shall be directed only to the Town Manager and are not permitted to be publicly discussed, pursuant to Maine Labor Laws. Complaints involving the Town Manager shall be directed to the Select Board for consideration, but are not permitted to be publicly discussed pursuant to Maine Labor Laws.

The Select Board vests in its Chairperson the discretion to terminate any remarks if the speaker does not adhere to this policy. At any time, remaining Select Board members may call a point of order and ask the Chairperson to address any individual(s) that are not abiding by this policy. This pertains to the public, Select Board Members, and all Town employees.

Section 6. Workshop Sessions

Workshop sessions may be scheduled by the Chair for the purpose of disseminating information for Board enlightenment and evaluation or for the discussion or refinement of future agenda items.

Members of the public are invited to attend any workshop session but will not be allowed to participate in the workshop. Prior to adjourning any workshop session, the Board will provide time for members of the public to address the session to provide information relevant to the subject being explored or to ask questions, through the Chair, relating to the subject of the workshop session.

Section 7. Agenda Items

All agenda items shall be, under normal circumstances, submitted by the Board members to the Town Manager three working days prior to any regular or special meeting. The Town Manager will draft the agenda and obtain the Chair's approval before distribution. In the event that a matter shall arise which was not submitted to the Town Manager within the proper time frame, then that item shall be presented to the Chair as soon as possible. The Chair may present the matter to be considered by the Board, with a majority vote of Board members present required for it to be included on the agenda.

Section 8. Hearings

Public hearings of the Board shall be called as required by law or on such other occasions as a majority of the Board may deem appropriate. Notice of all such hearings shall be given as required by law and shall include the date, time and place of the hearing and a general description of the subject matter.

The Chair shall convene all hearings by describing the purpose of the hearing and the general procedures to be followed. The Board may receive any oral or documentary evidence but shall exclude irrelevant, immaterial or unduly repetitious evidence, provided, however, that formal rule of evidence shall not apply. Every party shall have the right to present its case in the order determined by the Chair and without interruption, provided, however, that the Chair may impose such reasonable time limits as may be necessary to ensure that all parties have an adequate opportunity to be heard. In any adjudicatory proceeding, including proceedings on licenses, permits or other approvals, every party shall also have the right to submit rebuttal evidence and to conduct cross-examination of any other party through the Chair, provided, however, that the Chair may impose such other reasonable limitations as may be necessary to prevent an abuse of process.

Section 9. Participation and Voting

Any action of the Board shall require the affirmative vote of a majority of its membership unless otherwise provided by law.

No member may participate or vote in any matter in which the member has a conflict of interest or other disqualification as defined by law. Any question of whether a member has such a conflict of interest or other disqualification shall be decided by majority vote of the remaining members.

No member may participate or vote in any adjudicatory proceeding, including proceedings on licenses, permits or other approvals, unless the member was present during all hearings thereon.

All members who are present and not disqualified as provided herein shall vote in every matter to be voted upon unless excused by the Chair for good cause shown.

Those present, in such circumstances, who refuse to vote are regarded as having voted affirmatively, i.e. for the proposition, or to have voted with the majority.

Section 10. Meeting Length

All Board meetings, workshops or executive sessions should, except in extraordinary circumstances, adjourn at or before 9:30 p.m.

Section 11. Conflict with Laws

Any conflict or inconsistency between these bylaws and any applicable law shall be resolved in favor of the law.

Section 12. Waivers; Amendments

These bylaws, or any provisions thereof, may be waived on any occasion by majority vote of the Board unless otherwise provided by law. These bylaws may be amended at any time in writing by majority vote of the Board.

RULES OF PROCEDURES ADOPTED BY THE BOARD OF SELECTMEN ON JULY 30, 2013 BY:

Gary Kenny

Carroll Paradis

Stephen Saunders

Stephanie Haines

Peter Ault

Attest:
Aaron Chrostowsky, Town Manager

Last Updated: 7/2013

TOWN OF WAYNE, MAINE

POLICY FOR DONATIONS TO NOT-FOR-PROFIT AGENCIES

Purpose: The purpose of this policy is to set forth a written procedure for managing not-for-profit agencies' requests to be included in the Town's budget or to be placed on the Annual Town Meeting Warrant.

Exclusions: Dues to municipal-related organizations such as MMA or KVCOG are excluded from this policy. Organizations providing what are generally regarded as municipal services or services complementing Town of Wayne services or activities are excluded from this policy. Also, excluded are requests for small donations associated with a not-for-profit's fund raiser. (This exclusion for small donations does not imply the Board of Selectmen will approve any such requests for donations.)

Definition: *Not-for-profit agency* (agencies) shall mean an organization legally incorporated as a not-for-profit agency pursuant to Federal Internal Revenue Service regulations.

Policy:

- A. The Town Manager will mail out a notice to remind all not-for-profit agencies (who received funding from the prior year) of the procedure to apply for financial assistance by the Town of Wayne at the end of November.
- B. Any not-for-profit agency (agencies) wishing to apply for financial assistance must submit their letter requesting financial assistance by the first of January. Each application for financial assistance must include the following:
- Description of services provided to Wayne residents;
 - Number of Wayne residents served by the not-for-profit agency (agencies) the previous year;
 - Cost of these services provided to Wayne residents;
 - Latest financial statement (Profit/ Loss Statement and/ or Balance Sheet);
 - IRS letter of determination providing evidence that the not-for-profit agency (agencies) is recognized by the IRS as tax-exempt under IRS Code;
- C. The Board of Selectmen will afford an opportunity to any not-for-profit agency (agencies) who submitted a complete and timely application to attend a meeting of the Selectmen to address questions or concerns of the Board and/ or residents in February and/ or March.
- D. Both the Budget Committee and the Board of Selectmen will evaluate each not-for-profit agency's request for financial assistance for completeness, timeliness, able to demonstrate financial need, and service to Wayne residents.
- E. Any agency wishing to make a presentation at Annual Town Meeting should contact the Town Manager's Office prior to Annual Town Meeting in June. After Annual Town Meeting the Town Manager shall notify all not-for-profit agency (agencies).
- F. Any not-for-profit agency (agencies) receiving funding through this policy must submit a written report for the Town of Wayne Annual Town Report. This report must be for the fiscal year (July 1 - June 30) in which the donation was made. The report must be submitted to the Town Manager's Office with application for financial assistance by then October after the fiscal year ends.

F. The Town of Wayne will make payment to all Town Meeting approved financial requests by the end of December.

POLICY FOR DONATIONS TO NOT-FOR-PROFIT AGENCIES ADOPTED BY THE BOARD OF SELECTMEN ON JULY 30, 2013 BY:

Gary Kenny

Carroll Paradis

Stephen Saunders

Stephanie Haines

Peter Ault

Attest:
Aaron Chrostowsky, Town Manager

Last Updated: 7/2013

DRAFT



Maine Municipal Association

60 COMMUNITY DRIVE
AUGUSTA, MAINE 04330-9486
(207) 623-8428
www.memun.org

TO: Key Municipal Officials of MMA Member Cities, Towns and Plantations

FROM: Peter Nielsen, MMA President
Town Manager, Town of Oakland

DATE: July 8, 2013

SUBJECT: MMA Annual Election - Vice President and Executive Committee Members

Deadline: Friday, August 16, 2013 by 12:00 noon

Nomination Process – Each year member municipalities have an opportunity to vote on the election of the proposed MMA Vice President and municipal officials to serve on the MMA Executive Committee. A five-member Nominating Committee was appointed in March to review nominations submitted by municipal officials and conduct interviews with those municipal officials qualifying and interested in serving as the MMA Vice President. The MMA Nominating Committee completed its task in May and put forth a Proposed Slate of Nominees for 2014 to member municipalities.

Petition Process – As part of the May mailing, information was also provided on the Petition Process. Pursuant to the MMA Bylaws, nominations may also be made by Petition signed by a majority of the municipal officers in each of at least 5 member municipalities. The deadline for receipt of nominations by petition was July 8. There were no municipal officials nominated by petition.

It is now time for each member municipality to cast its official vote.

Election Process – Enclosed you will find the MMA Voting Ballot which includes the proposed Slate of Nominees to serve on the MMA Executive Committee as selected by the MMA Nominating Committee. A brief biographical sketch on each nominee listed on the MMA Voting Ballot is enclosed for your reference. You will note that unlike municipal elections, MMA does not provide for “Write-in Candidates” since our process includes an opportunity to nominate a candidate by petition, as noted above.

The MMA Voting Ballot must be signed by a majority of the municipal officers or a municipal official designated by a majority of the municipal officers, and received by the Maine Municipal Association 12:00 p.m. on Friday, August 16. We have enclosed a self-addressed self-stamped envelope for your convenience. The MMA Voting Ballots will be counted that afternoon and the election results confirmed under my direction as President of the Association.

Election results will be available by contacting the MMA Executive Office or by visiting the MMA website at www.memun.org on Friday, August 16, after 4:00 p.m. A formal announcement of the election results will be made at the MMA Annual Business Meeting being held **Wednesday, October 2, at 1:45 p.m., at the Augusta Civic Center**. Newly elected Executive Committee members will be introduced at the MMA Annual Business Meeting and officially take office on January 1, 2014.

If you have any questions on the Election Process, please contact Theresa Chavarie at 1-800-452-8786 or in the Augusta area at 623-8428, or by e-mail at tchavarie@memun.org. Thank you.

MAINE MUNICIPAL ASSOCIATION
VOTING BALLOT

Election of Vice President and Executive Committee Members
Deadline for Receipt of Voting Ballots – 12:00 noon on Friday, August 16, 2013

VICE-PRESIDENT - 1 YEAR TERM

Vote for One

Proposed by MMA Nominating Committee:

Marston Lovell, Councilor, City of Saco

DIRECTORS - 3 YEAR TERM

Vote for Three

Proposed by MMA Nominating Committee:

James Chaousis, Town Manager, Town of Boothbay

Linda Cohen, Councilor, City of South Portland

Mary Sabins, Town Manager, Town of Vassalboro

Please note that unlike municipal elections, MMA does not provide for "Write-in Candidates" since our process includes an opportunity to nominate a candidate by petition.

The Voting Ballot may be cast by a majority of the municipal officers, or a municipal official designated by a majority of the municipal officers of each Municipal member.

Date: _____ **Municipality:** _____

Signed by a Municipal Official designated by a majority of Municipal Officers:

Print Name: _____ **Signature:** _____

Position: _____

OR Signed by a Majority of Municipal Officers **Current # of Municipal Officers:** _____

Print Names: _____ **Signatures:** _____

Return To:

*MMA Annual Election
Maine Municipal Association
60 Community Drive
Augusta, Maine 04330
FAX: (207) 626-3358 or 626-5947
Email: tchavarie@memun.org*

**MAINE MUNICIPAL ASSOCIATION
EXECUTIVE COMMITTEE**

**BIOGRAPHICAL SKETCH OF
PROPOSED SLATE OF NOMINEES FOR 2014**

MMA VICE PRESIDENT (1-Year Term)

MARSTON LOVELL

- City of Saco, Councilor (2007 – present)
- City of Saco, Deputy Mayor, elected by the council (January 2009 – 2011)
- Council member, Saco RSU Withdrawal Committee (July 2012 - present)
- Council member, Saco Traffic Safety Committee (2007 – present)
- Council member, Saco Sesquibicentennial Celebration Committee (2012)
- Vice President, Maine Municipal Association (April 2013 – present)
- Member, Maine Municipal Association Executive Committee (2011 – present)
- Member, MMA Workers Compensation Fund Board of Trustees (2011 – present)
- Member, MMA Property & Casualty Pool Board of Directors (2011 – present)
- Member, MMA Strategic & Finance Committee (2011-2012); Chair (Jan – March 2013)
- Maine Municipal Association, Legislative Policy Committee, Member (2008 – present)
- Manufacturers Analytics, computer and communications systems services, Owner and Operations Manager (1987 – present)
- Biddeford-Saco-Old Orchard Beach Transit Company, committee (board) Member (2008 – 2012)
- Member, Board of Directors, Biddeford-Saco Area Economic Development Corporation (2012 - present)
- Southern Maine Regional Planning Commission, Municipal Representative (2007 – present)
- Dyer Library Association, private, non-profit library and museum complex, board of trustees, Member (2001-2006), Treasurer (2002 – 2005)
- Accountant, three National Manufacturing Corporations, progressively more responsible positions resulting in Divisional Controller for two of those corporations (1978 – 1988)
- BSBA in Accounting, BA in Liberal Arts, University of Southern Maine (1975 –1978)
- Town of Sanford, Representative Town Meeting, member, (1970 – 1971)
- Maine Medical Center, Research Department, research assistant, internationally recognized published research (1970 – 1974)
- Children’s Hospital Medical Center of Boston, Anesthesia Department, chief laboratory technician (1967 – 1968)
- Peter Bent Brigham Hospital, Research Department, research technician, (1966 – 1967)
- Military Service, as a reservist, progressively more responsible positions including four engineer troop commands, six staff positions four of which were construction related, military construction experience Viet Nam, Germany, New England, 2 Achievement Medals, 4 Commendation Medals, Meritorious Service Medal (1963 – 1970, 1977 – 1994).

(over)



Paul R. LePage
GOVERNOR

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
16 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0016

David Bernhardt
COMMISSIONER

COMMUNITY SERVICES DIVISION
1-800-498-9133
<http://www.maine.gov/mdot/csd/lrap/index.htm>

July 10, 2013

The name "URIP" is gone and the name "LRAP" is back again. Plus, there are some important changes for the new fiscal year 14 beginning July 1, 2013.

- 1) LRAP payments will now be made ONCE a year...not in quarterly payments anymore. The full year's allocation will be sent to your municipality/county by December 1 of each year.
- 2) "hold harmless" towns will no longer have their FY 99 payment as a minimum threshold. In other words, all LRAP recipients will receive the same statutory lane-mile rates according to your current road inventory. This puts ALL Maine towns/cities at the same rates rather than some receiving a higher lane-mile amount than a nearby town.

When the Legislature passed the Highway budget in late June, it decreased MaineDOT's Highway Budget by about \$556,000 and consequently the amount that is allocated to LRAP for the new Fiscal Year. **Most former "hold harmless" towns will see a decrease while others will see a slight increase.**

As in the previous four years, all LRAP recipients must provide information on how LRAP funds were expended from the previous fiscal year. The information collected on the back side of the Certification Form is used to chart the progress of improving public roads by the 502 Maine municipalities, counties, and Indian reservations that receive funding from this program. If this information is not provided when you return the form, we will return it to you for completion before any payments can be made this year.

Please submit the completed **Certification Form** for Fiscal Year 2014 (July 1, 2013 to June 30, 2014) either by US mail (with enclosed label) or by scanning and emailing it to us. The law says it must be received by August 1 or earlier but we are getting a late start this year. Please get this done within the next few weeks or month if possible. **No payments of LRAP funds can be made in November until this Certification is received with all of the information requested completed.**

If your town has not done so already, we are also encouraging municipalities to sign up for electronic transfer (Direct Deposit) of LRAP funds from the State to their financial institution to reduce costs, and provide a speedy and secure service. With electronic fund transfers (EFT) your quarterly payment is transferred to your account and there is 1) earlier deposit in your account, 2) no waiting for the mail, 3) no misplaced or lost checks and 4) no trip to the bank to deposit the check. If you are interested in Electronic Fund Transfer, see our website at <http://www.maine.gov/mdot/csd/lrap/index.htm> . There is no cost for this option.

If you have any questions, please feel free to contact me at 624-3266 or peter.coughlan@maine.gov

Sincerely,

Peter M. Coughlan, Director



PRINTED ON RECYCLED PAPER

MAINE DEPARTMENT OF TRANSPORTATION
LOCAL ROAD ASSISTANCE PROGRAM (LRAP)
CERTIFICATION 2013-2014 (FY14)
MUNICIPALITY of 11250 Wayne

To be eligible to receive FY-14 LRAP funds, each Municipality must **certify that the funds will be used in a manner consistent with Chapter 19 of Title 23.** Effective July 1, 2013, as defined by Title 23, §1803-B.1.A, *“funds must be used for capital improvements ... or for capital improvements to state aid minor collector highways and state aid major collector highways as described in section 1803-C.”* Effective July 1, 2008 municipalities must provide information on what capital improvements were done with the FY-13 (July 1, 2012 to June 30, 2013) URIP funds received by the municipality. See back side of form.

It is estimated that the municipality of, **Wayne** will receive **one (1) payment of \$33,292** for the fiscal year beginning July 1, 2013 by December 1, 2013.

Notification will be made in the event of any change.

Beginning in 2001, municipalities receive a percentage of MaineDOT's portion of the Highway Fund (about 10%), rather than the former flat rate of \$600 per lane-mile. This means that the disbursements to municipalities rise and fall with MaineDOT's budget.

We, the undersigned municipal officers or designee (i.e. Town Manager) of the municipality of **Wayne** do hereby certify that funds received from the Local Roads Assistance Program for the fiscal year 2013-2014 will be used only for uses as stated above. *We also certify that the previous year's funds were spent on the projects listed on the back of this form.*

Signed _____ Date ___/___/___ Signed _____ Date ___/___/___
Signed _____ Date ___/___/___ Signed _____ Date ___/___/___

Municipality E-mail Address _____

Please print below the name, title, and phone of the person to contact for the information on this form.

Name: _____ Title: _____ Tel: _____

If your address has changed in the last 3 months (and you have NOT signed up for electronic fund transfer (EFT), we must have the new address for you to receive your funds.

Address: _____

Town: _____ State: _____ Zip Code: _____

Prior to August 1, 2013, (see cover letter) please return this completed form (BOTH SIDES) to:

Sandra J. Noonan
MaineDOT- Community Services Division
16 State House Station
Augusta, Maine 04333-0016
Tel. (207) 624-3265, FAX (207) 624-3301 or sandra.noonan@maine.gov

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

Please make a copy for your records.

Over please

Expense Summary ReportALL Departments
ALL Months

Account	Budget Net	YTD Net	Unexpended Balance	Percent Spent
1 - Town of Wayne	0.00	233,590.03	-233,590.03	----
01 - GENERAL ADMIN	0.00	17,208.27	-17,208.27	----
10 - Utilities	0.00	10.83	-10.83	----
15 - Office Expense	0.00	164.89	-164.89	----
20 - Travel Training	0.00	757.26	-757.26	----
25 - Audit Reporting	0.00	1,000.00	-1,000.00	----
36 - Copier lease	0.00	342.40	-342.40	----
50 - Insurance	0.00	7,585.25	-7,585.25	----
56 - Computer Software	0.00	7,347.64	-7,347.64	----
05 - SALARIES	0.00	12,354.72	-12,354.72	----
01 - Town manager salary	0.00	3,230.76	-3,230.76	----
10 - Tax collector salary	0.00	1,632.40	-1,632.40	----
15 - Town clerk salary	0.00	1,554.66	-1,554.66	----
25 - Bookkeeper pay	0.00	496.00	-496.00	----
50 - Code enforcement officer pay	0.00	909.72	-909.72	----
65 - Benefits-HEALTH, PAYROLL	0.00	3,799.18	-3,799.18	----
70 - Office Clerk	0.00	732.00	-732.00	----
10 - FIRE DEPARTMENT	0.00	499.24	-499.24	----
05 - Fire Department Operations	0.00	445.58	-445.58	----
10 - Fire Department Communications	0.00	53.66	-53.66	----
15 - ASSESSING MAPPING	0.00	1,133.33	-1,133.33	----
05 - Assessing/Mapping	0.00	1,133.33	-1,133.33	----
20 - PUBLIC SAFETY	0.00	4,695.54	-4,695.54	----
10 - Street Lights	0.00	472.79	-472.79	----
25 - Public Safety Answering Points	0.00	4,222.75	-4,222.75	----
25 - ROADS	0.00	11,344.37	-11,344.37	----
40 - Ditching	0.00	11,326.50	-11,326.50	----
90 - Sand/Salt Lights	0.00	17.87	-17.87	----
35 - SOCIAL SERVICES	0.00	140.00	-140.00	----
30 - Conservation commission	0.00	140.00	-140.00	----
45 - RECREATION	0.00	2,650.00	-2,650.00	----
05 - Town Parks	0.00	2,650.00	-2,650.00	----
52 - CAPITAL RESERVE	0.00	65.94	-65.94	----
35 - Old School House	0.00	65.94	-65.94	----
60 - INTER GOVERNMENT	0.00	183,498.62	-183,498.62	----
20 - Kennebec County Tax	0.00	182,789.62	-182,789.62	----
25 - Cobbossee Watershed District	0.00	709.00	-709.00	----
Final Totals	0.00	233,590.03	-233,590.03	----

Revenue Summary Report

Department(s): ALL

ALL

Account	Budget Net	YTD Net	Uncollected Balance	Percent Collected
1 - Town of Wayne	0.00	40,676.52	-40,676.52	----
04 - Lien costs	0.00	355.64	-355.64	----
10 - Interest on taxes	0.00	751.71	-751.71	----
20 - MV agent fee	0.00	441.00	-441.00	----
22 - IF&W agent fees	0.00	86.00	-86.00	----
24 - Vitals	0.00	54.60	-54.60	----
26 - Building permit	0.00	38.00	-38.00	----
40 - Excise tax motor vehicle	0.00	18,003.90	-18,003.90	----
41 - Excise tax boats	0.00	623.70	-623.70	----
45 - Homestead exemption	0.00	5,779.00	-5,779.00	----
48 - Veteran reimbursement	0.00	1,347.00	-1,347.00	----
50 - State revenue sharing	0.00	6,615.77	-6,615.77	----
59 - Misc. revenue/refunds	0.00	6,536.00	-6,536.00	----
94 - Ladd Fuel Fund	0.00	44.20	-44.20	----
3 - Special Revenues	0.00	1,000.00	-1,000.00	----
01 - Town Boat Launch	0.00	1,000.00	-1,000.00	----
Final Totals	0.00	41,676.52	-41,676.52	----