

# Town of Wayne Selectboard

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

## Meeting Agenda

**Date:** Tuesday, February 4, 2020

**Time:** 6:30 PM.

**Place:** Wayne Elementary School –Town Office

### Selectboard Members Present / Quorum.

#### Call Meeting to Order.

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

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

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

#### Pledge of Allegiance.

#### Conflict of Interest.

#### Minutes.

**a. Consider approving the Selectboard meeting minutes for January 14, 2020.**

Manager Recommendation: Move the Board to approve the Selectboard meeting minutes for January 14, 2020.

**b. Consider approving the Special Town Meeting meeting minutes for January 21, 2020.**

Manager Recommendation: Move the Board to approve the Special Town Meeting meeting minutes for January 21, 2020.

#### Warrants.

**a. Consider approving Payroll Warrant #34.**

Manager Recommendation: Move the Board to approve Payroll Warrant #34 in the amount of \$7,133.58

**b. Consider approving Accounts Payable Warrant #35.**

Manager Recommendation: Move the Board to approve Accounts Payable Warrant #35 in the amount of \$48,283.72

**c. Consider approving Payroll Warrant #36.**

Manager Recommendation: Move the Board to approve Accounts Payable Warrant #36 in the amount of \$\_\_\_\_\_.

**d. Consider approving Accounts Payable Warrant #37.**

Manager Recommendation: Move the Board to approve Accounts Payable Warrant #37 in the amount of \$\_\_\_\_\_.

#### New Business.

**e. RSU Facilities Bond Update/ Lease Agreement Update.**

**f. Letter Requesting Radar Feedback Sign**

**g. Letter Requesting Site Visit at State Boat Launch to Discuss Improved Maintenance**

**h. Approval of Quit Claim Deed**

**i. Update Meeting Schedule.**

**j. Authorize Road Commissioner to Post Roads**

#### Old Business.

**k. Approval of Special Town Meeting Warrant.**

**l. Winter Highway Maintenance Memo.**

**m. Set-up Notice of Public Hearing for Traffic Safety Ordinance**

#### Selectboard Goals.

- Aging at Home
- Broadband
- Facilities Plan
- High-water Event.
- Village Advisory Committee.

- **Petition to Address Concerns on Old Winthrop Road.**
- **Renewable Energy Advisory Committee.**
- **Administration.**
  - **Distribution of Memorandum of Charter Reform and Materials.**
  - **Code Enforcement Officer Search Update.**

**Supplements and Abatements.**

- a. **Executive Session: Poverty Abatement** (Executive Session, if needed, 36 MRSA §841)  
Manager Recommendation: Move the Board to enter into Executive Session,  
Manager Recommendation: Move the Board to exit into Executive Session,  
Manager Recommendation: Any motion as a result of executive session.

**Town Manager Report.**

**Board Member**

**Public Comments.**

**Adjourn.**

The next regularly scheduled for **Tuesday February 18, 2020**, immediately after Special Town Meeting at the Wayne Elementary School – Gym.

**Town of Wayne, Maine  
Select Board Meeting Minutes  
Tuesday January 14, 2020  
Wayne Elementary School**

**Call Meeting to Order/ Selectmen Present**

Don Welsh determined quorum and called meeting to order at 6:30 PM with the following members present: Amy Black, Stan Davis, Trent Emery, Lloyd Irland and Don Welsh.  
Others Present: Aaron Chrostowsky, Town Manager and Cathy Cook, Town Clerk  
Audience: Laura Briggs, Jeff DeGroot, Theresa Kerchner, Walter McKee, Kevin O'Rourke, and Shelley Reed.

**Meeting Minutes:**

The Board approved the Selectboard meeting minutes for December 10, 2019 with amendment. (Emery/Davis) (4/1) Black excused.

**Warrants**

- a. The Board approved Payroll Warrant #29 in the amount of \$7,156.47. (Black/Davis) (5/0).
- b. The Board approved Accounts Payable Warrant #30 in the amount of \$38,921.17. (Black/Davis) (5/0).
- c. The Board approved Accounts Payable Warrant #31 in the amount of \$1,782. (Black/Ireland) (5/0).
- d. The Board approved Payroll Warrant #32 in the amount of \$6,664.33. (Black/Ireland) (5/0).

**New Business:**

- a. Yacht Club Mooring Field discussion. Walter McKee presented the Mooring Ordinance he created at request of the Town, to address mooring complaints at the Yacht Club. The Board authorized the Town Manager to work with the town attorney on the Ordinance and approve it to go to Town Meeting. (Davis/Emery) (5/0).
- b. Discussion Planning Board request to hold Special Town Meeting for Timber Harvesting. Laura Briggs represented Planning Board to explain need for revisions to update the Town's Zoning Ordinance to make it agreeable to the State Zoning Laws so that ultimately the State will assist us when necessary to enforce our laws. Theresa Kerchner suggested creating a map to help identify the resource protection areas. The Board approved the Town Manager to continue with setting up a Special Town meeting, and properly noticing it, before spring.
- c. Discussed Conservation Commission and Planning Board Memo Regarding Code Enforcement Officer.
- d. Shared Code Enforcement Officer Proposal with Fayette. The Board authorized the Town Manager to pursue this proposal and report back to them. ( Irland/Ireland) (5/0).
- e. Petition to address Concerns on Old Winthrop Road. Tabled.

- f. Winter Highway maintenance Memo. Town Manager shared complaints about snow removal and sanding, damaged mailboxes, and performance related issues.

**Selectboard Goals:**

- g. Aging at Home Updates: None.
- h. Broadband Update. There will be a meeting Thursday 1/16 to go over the first report.
- i. High Water Event. Lloyd Irland and Town Manager to follow up with the Town of Leeds about having a joint selectboard meeting to discuss the dam which controls the water level of the Androscoggin Lake.
- j. Village Advisory Committee. Town Manager discussed Special Town Meeting Warrant, January 21, 2020.
- k. Renewable Energy Advisory Committee. Stan Davis stated still in information gathering process, and also mentioned that the project fits with the plan for elder care.
- l. Administration. No discussion.

**Supplements and Abatements:**

Executive Session: Poverty Abatement 36 MRSA § 841.

The Board moved to enter into Executive Session, Poverty Abatement 36 MRSA § 841(D/E) 3/0.

The Board moved to exit into Executive Session, Poverty Abatement 36 MRSA § 841 (D/E) 3/0.

**Town Manager Report:**

- a. Town Manager updated the selectboard meeting schedule for 2020.

**Board Member Reports:**

- a. Don Welsh stated he would like to discuss a possible change of having selectboard meetings once a month, at next meeting.

**Public Comments:** None.

**Motion to Adjourn** at 8:05 PM. (Black/Davis) (5/0)

The next Select Board Meeting is scheduled for Tuesday, February 4, 2020 at 6:30 p.m. at the Wayne Elementary School Gymnasium.

Recorded by:  
Cathy Cook, Town Clerk

Select Board Members

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

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

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

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

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

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Selectboard Meeting Minutes – January 14, 2020

**TOWN OF WAYNE  
SPECIAL TOWN MEETING MINUTES  
NOVEMBER 18, 2014**

STATE OF MAINE  
KENNEBEC, SS

To Cathy Cook, a resident in the Town of Wayne, County of Kennebec, and State of Maine:

**GREETINGS:**

In the name of the State of Maine, you are hereby required to notify and warn the voters in the Town of Wayne, in said County, qualified by law to vote in Town Affairs, to meet at the Wayne Elementary School - Gymnasium on Tuesday, November 18, 2014 at 6:00 PM to elect a Moderator to preside at said special town meeting and act on Article 2.

**The Board of Selectmen determined quorum with 16 residents in attendance of Special Town Meeting. The Board of Selectmen moved to open Special Town Meeting at 6:00 PM. (Gary Kenny/ Stephanie Haines). Motion Passed**

**Article 1.** To elect a Moderator to preside at said meeting.

**A motion was made to nominate Doug Stevenson as moderator. (Carroll Paradis/ Geraldine Paradis). (15-1). Motion Passed**

**Article 2.** To see if the Town will authorize the Selectboard to spend up to \$50,000 from Undesignated Fund Balance to be combined with \$300,000 from the Fire Truck Reserve Fund and used for the purchase a new fire truck on terms deemed appropriate by the Select Board?

**A motion was made to see if the Town will authorize the Selectboard to spend up to \$50,000 from Undesignated Fund Balance to be combined with \$300,000 from the Fire Truck Reserve Fund and used for the purchase a new fire truck on terms deemed appropriate by the Select Board? (Carroll Paradis/ Geraldine Paradis). (16-0). Motion Passed**

**Meeting Adjourned at 6:15 PM**

Wayne Board of Selectmen

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

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

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

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

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

Attest: A true copy of warrant entitled "Town of Wayne Special Town Meeting Warrant," as certified to me by municipal officers of Wayne on the \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Wayne Town Clerk

To: Selectboard  
From: Aaron Chrostowsky, Town Manager  
Re: Selectboard Meeting, 2/4/2020

I invited Jay Charette, Superintendent to discuss the following items on board agenda:

- facilities bond update
- lease renewal and facility use guidelines
- possible renovations to office
- improved communications between School and Town

See attached

- RSU#38 Enrollment Numbers
- Debt Service Schedule
- RSU#38 Bond Referendum – Tax Impact Memo
- RSU#38 Lease to Wayne Town Office
- RSU#38 Use of School Facilities
- Snowplow contract award letter
- Email correspondence Jay Charette and Aaron Chrostowsky

***Below are suggested questions to ask Superintendent. Feel free to ask him anything you feel need to ask.***

#### **Facilities Bond Update**

***Where do we stand on Facilities Bond Projects? Completed? On time? On Budget? Anything learned? Any issues? Facility Tours? Have you developed a long-range capital improvement plan to augment FY20-21 budget cycle?***

I thought Middle School debt was going to be paid off before new bond debt payments came onto schedule. I am shocked that wasn't the case. We are going to see a spike in debt payments this year. This will cause unnecessary pressure on taxpayers? ***Can I work with Finance Manager to improve the quality of debt schedule?***

#### **Lease Renewal to Wayne Town Office**

##### **Current Lease**

FY	Lease	Snowplow
17-18	\$6,656	\$1,150
18-19	\$6,656	\$1,196
19-20	\$6,656	\$1,242

***Are you interested in renewing our current lease for another three years?***

## **Facilities Use Guidelines**

Current Lease stipulates 5. Use of Premise. Tenant is entitled to use the gym and library when in not in use by school.

We regularly used gym and library after school for meetings without scheduling. We always made sure that building was returned to the way we found it.

A lock was installed on interior office door with no communication between school and town office about change in facility use. I contacted State Fire Marshal's office, they said you could block access – however, they were concerned about no communication.

The new normal doesn't seem welcoming to tenant for use of premises.

***Why wasn't new policy communicated to the Town?***

As stated in your Monday January 6, 2020 email communication with me, you stated that the insurance audit that was performed this fall that mandates limiting of access to the building by renters or lease occupants. ***Can you give us a copy of the insurance audit report?***

You communicated to me, to contact elementary school office to schedule meetings – school secretary informed me, that we should use Ladd Recreation Center for meeting use, and then informed me that facility use is being handled through your office. Your office told me to contact the school office. I need to know how to schedule school use for upcoming meetings at the RSU office.

***What is the new building use policy?***

***This new policy seems to violate our lease?***

## **Possible renovations to office**

The Town would like to make some changes to the Town Office.

The following proposed changes:

- Removing of existing carpet, replaced with linoleum flooring;
- Painting,
- Construction of interior office for Town Manager;
- Removal of closet and shelving to make more space;
- A more pronounced entrance, vestibule area with more permanent ramp
- Installation of more permanent air condition system;
- Remove existing lighting with new LED efficient lighting;
- Remove doorway into another classroom;
- Construct a security wall between counter,
- Renovate existing bathroom to make ADA accessible;
- Install a new lock on door provide town office access to school (key access);

***Is this possible at town expense? If so, would you be interested in a long-term lease?***

## Improved communications between School and Town

You go onto state in your Monday January 6, 2020 email communication with me, “*We did not need to notify you of the addition of a lock,...*” I am concerned about Town’s relationship with the school and what is being said about the town office by your staff. This needs to be fixed immediately.

There literally is no communication going back and forth from the school and the Town Office.

Items to discuss:

- Curt email and phone conversation from school staff;
- Faxing of school board agenda’s instead of handing us a copy through interoffice mail;
- Resolve issues with Mail/ package delivery;
- A simple to alert to town staff of Fire/ lockdown drill, we used to get alerted with former staff member;
- School staff setting of building alarm while town office is open, we used to check building prior to alarm being set if any teachers in building, we can’t do that under current arrangement; School staff wishing to set alarm, school communicate with town staff before setting building alarm;
- General concerns about quality of office maintenance
- Town staff/ Volunteers develop curriculum with school

It is important that we work together for a variety of reasons. I have several town committees interested in working with town school – recycling, renewable energy, bike and pedestrian safety and civic education. I have been reticent to put town staff/ volunteers in current adversarial environment. This arrangement can be mutually beneficial for both staffs.

**Can we open up a regular channel of communication with your office, school staff and facilities staff?** Maybe, first start out with meeting building staff. Try to develop some common ground. ***Could we plan on a regular principal/ superintendent meeting twice a year – July/ January?***

## RSU #38 ENROLLMENT

Actual Class Size - January 8, 2020									
	Pre K	K	1	2	3	4	5		Total Students
Manchester	6 / 7	14 / 16	10 / 10	13 / 14	17 / 18		13 / 15		
	13	30	20	27	35	19	28	1.0 FTE Ed Tech	172
Mt. Vernon							13 / 12		
	10	18	11	10	13	20	25	3.0 FTE Ed Tech	107
Readfield	16 / 15	14 / 14	19 / 20	21 / 19	10 / 12	16 / 17	11 / 13		
Readiness Skills	0	1	1	3	0	2	2		
	31	28	39	40	22	33	24	1.8 FTE Ed Tech	217
Wayne		11	11	11	13	12	10	1.0 FTE Ed Tech	68
Totals	54	87	81	88	83	84	87		564
Average	11	15	14	15	14	19	13	District Average: 14/1	
Actual Enrollment - January 8, 2020									
Middle School									
Grade	6	7	8		Total				
Students	93	92	107		292				
High School									
Grade	9	10	11	12	Total				
Students	96	96	81	80	353				

**RSU #38 LEASE/PURCHASE AGREEMENTS**

LEASING COMPANY	EQUIPMENT PURCHASED	PAYMENT	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
<b>DISTRICT WIDE</b>													
Gorham Savings Leasing	District Wide Siemens Energy	49,524.00	07/15	07/15									
Androscogin Bank	Bus-1BAKGGCPA8JF335696	22,524.87	10/14		07/15								
Androscogin Bank	Elementary Computer Labs	23,785.49	07/20	07/20									
Gorham Savings Leasing	Bus - 1BAKGCSA6JF346042	23,027.85	10/15	10/15									
Androscogin Bank	Bus - 1BAKGCSAXKF351956	23,835.45	3/30	3/30									
Androscogin Bank	District Wide Copiers	23,995.83	08/23	08/23									
Androscogin Bank	Bus - 1BAKGCSA6LF358209	23,962.75	09/06	09/06									
Androscogin Bank	Pick Up & Utility Vehicle	13,004.45	09/06	09/06									
Gorham Savings Leasing	Small Handicap Bus	16,568.17	02/15	02/15	02/15								
<b>MARANACOOK</b>													
Siemens Financial	Energy Management Retrofit	93,024.96	09/28										
<b>MANCHESTER</b>													
Siemens Financial	Energy Management Retrofit	11,878.71	09/28										
<b>MT. VERNON</b>													
Siemens Financial	Energy Management Retrofit	6,695.12	09/28										
<b>READFIELD</b>													
Siemens Financial	Energy Management Retrofit	16,466.41	09/28										

**RSU #38 BONDS**

DEBT SERVICE	PROJECT	DUE DATE	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
MMBB (20 years)	MS Construction-Interest only MS Construction-Prin & Int.	5/1 11/1	- 425,000	- 425,000									
MMBB (20 years)	Field Construction-Interest only Field Construction-Prin & Int.	5/1 11/1	- 8,750	- 8,750									
MMBB (20 years)	HS Construction-Interest only HS Construction-Prin & Int.	5/1 11/1	10,637 105,374	7,978 102,674	5,319 99,976	2,659 97,104							
MMBB (15 years)	District Repairs - Interest only District Repairs - Prin & Int.	5/1 11/1	- 448,608	59,355 448,608	55,891 445,472	52,736 443,316	49,580 439,161	46,405 435,986	43,210 432,791	39,957 429,538	36,587 426,168	33,120 422,701	29,536 419,117



# MARANACOOK AREA SCHOOLS

*A Caring School Community Dedicated to Excellence*

James Charette  
Superintendent of Schools

Nancy Harriman, Ph.D.  
Director of Curriculum, Instruction & Assessment

Tel. 207-685-3336

Ryan Meserve  
Special Education Director

Brigette Williams  
Finance Manager

Fax. 207-685-4703

December 7, 2018

## **RSU #38 BOND REFERENDUM Tax Impact Memo**

The RSU #38 School Board Facilities Committee started the process of reviewing all district facilities back in the fall of 2017. The School Board decided to contract with Oak Point Associates for the facilities study, which was presented in March of 2018. The following address is a link to the report:

[Facilities Analysis Report RSU38 032818](#)

The Facilities Committee then went through a process of identifying projects that were critical foundational needs. A first round of identification led to projects totaling in excess of \$7,000,000 and the committee agreed that this number was too high to ask our communities to support. Through working with Oak Point, the Facilities Committee, and along with the Directors of Maintenance and Finance were able to reduce this amount to the current \$5,843,710 proposal. (This is a combination of Oak Point led projects and RSU 38 Maintenance department led projects.)

Included in this memo is tax information on a 15 year bond through the Maine Municipal Bond Bank. (Using the Bond Bank is highly recommended by legal advice due to the size of the bond.) As you review the information we listed debt that will be retiring in the next several years and came up with an estimate of the increase in debt. That debt is then broken up across the four towns of the RSU. Each town's percentage amount was then plugged into information provided by the towns for Year 1 and Year 2. Please note that in Year 1 we would be responsible for a single interest payment. In Year 2 and thereafter we would be responsible for a principal payment and 2 interest payments. The numbers provided here are estimates only and will change over the life of the bond. Additionally, the numbers we used for Year 1 and Year 2 are based on 2018 - 2019 information based on a \$150,000 home evaluation.

Please reach out with any questions about the various projects within the bond. Information can be found at [Maranacook.org](http://Maranacook.org). (Navigate to the [School Board](#) pull down menu and then go to [Bond Referendum](#).) We also post on our Facebook Page, search [RSU #38 Maranacook Schools](#). I also encourage you to contact the RSU 38 Superintendent's Office at 685-3336 with any questions.

The referendum vote day is **Tuesday, January 8** at each town's polling location. Absentee ballots will be available at each town office. We encourage everyone to get out and vote on the RSU #38 Facilities Improvement Bond initiative.

The following page includes the above referenced tax information.

**ESTIMATED TOWN MILL CALCULATION**  
**Based on Fiscal Year 2018-2019**  
**11/19/2018**  
**2019-2020 - Year 1 (One Interest Payment)**

Description	Manchester	Mt. Vernon	Readfield	Wayne
Total Valuation Base	318,644,450.00	244,718,721.00	247,556,913.00	186,016,238.00
County Tax	335,770.00	253,691.00	270,000.00	198,029.00
Municipal Appropriation	1,925,718.00	1,289,560.00	2,548,726.00	1,184,257.00
TIF Financing Plan Amount	34,396.00	-	-	2,612.00
Education Appropriation	4,106,177.00	3,137,324.00	3,564,799.00	2,218,997.00
<b>Add'l Education Appropriation</b>	<b>8,800.00</b>	<b>6,290.00</b>	<b>8,492.00</b>	<b>4,362.00</b>
Total Appropriations	6,410,861.00	4,686,865.00	6,392,017.00	3,608,257.00
State Municipal Revenue Sharing	122,775.00	82,938.00	135,000.00	46,968.00
Other Revenues	781,080.00	439,007.00	1,456,243.00	396,045.00
Total Deductions	903,855.00	521,945.00	1,591,243.00	443,013.00
Net to be Raised in Local Taxes	5,507,006.00	4,164,920.00	4,800,774.00	3,165,244.00
Maximum Allowable Tax (x1.05)	5,782,356.30	4,373,166.00	5,040,812.70	3,323,506.20
Min. Tax Rate (Net Tax/Val. Base)	0.017283	0.017019	0.019393	0.017016
Max. Tax Rate (Max. Allow/Val. Base)	0.018147	0.017870	0.020362	0.017867
Current Mill Rate	0.01735	0.01710	0.01944	0.01705
\$150,000 Home at Current Mill Rate	2,602.50	2,565.00	2,916.00	2,557.50
<b>Average Mill Increase - Min vs Max</b>	<b>0.01771</b>	<b>0.01744</b>	<b>0.01988</b>	<b>0.01744</b>
\$150,000 Home at Average Mill Increase	2,657.20	2,616.70	2,981.61	2,616.20
<b>Property Tax Increase Due to Bond</b>	<b>54.70</b>	<b>51.70</b>	<b>65.61</b>	<b>58.70</b>

**2020-2021 - Year 2 (One Principal Payment & Two Interest Payment)**

Description	Manchester	Mt. Vernon	Readfield	Wayne
Total Valuation Base	318,644,450.00	244,718,721.00	247,556,913.00	186,016,238.00
County Tax	335,770.00	253,691.00	270,000.00	198,029.00
Municipal Appropriation	1,925,718.00	1,289,560.00	2,548,726.00	1,184,257.00
TIF Financing Plan Amount	34,396.00	-	-	2,612.00
<b>Education Appropriation - Adjusted</b>	<b>4,114,977.00</b>	<b>3,143,614.00</b>	<b>3,573,291.00</b>	<b>2,223,359.00</b>
<b>Add'l Education Appropriation</b>	<b>117,927.00</b>	<b>84,297.00</b>	<b>113,807.00</b>	<b>58,458.00</b>
Total Appropriations	6,528,788.00	4,771,162.00	6,505,824.00	3,666,715.00
State Municipal Revenue Sharing	122,775.00	82,938.00	135,000.00	46,968.00
Other Revenues	781,080.00	439,007.00	1,456,243.00	396,045.00
Total Deductions	903,855.00	521,945.00	1,591,243.00	443,013.00
Net to be Raised in Local Taxes	5,624,933.00	4,249,217.00	4,914,581.00	3,223,702.00
Maximum Allowable Tax (x1.05)	5,906,179.65	4,461,677.85	5,160,310.05	3,384,887.10
Min. Tax Rate (Net Tax/Val. Base)	0.017653	0.017364	0.019852	0.017330
Max. Tax Rate (Max. Allow/Val. Base)	0.018535	0.018232	0.020845	0.018197
Current Mill Rate	0.01735	0.01710	0.01944	0.01705
\$150,000 Home at Current Mill Rate	2,602.50	2,565.00	2,916.00	2,557.50
<b>Average Mill Increase - Min vs Max</b>	<b>0.01809</b>	<b>0.01780</b>	<b>0.02035</b>	<b>0.01776</b>
\$150,000 Home at Average Mill Increase	2,714.10	2,669.67	3,052.30	2,664.52
<b>Property Tax Increase Due to Bond</b>	<b>111.60</b>	<b>104.67</b>	<b>136.30</b>	<b>107.02</b>

RSU NO. 38 LEASE to WAYNE TOWN OFFICE

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

WITNESSETH:

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

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

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

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

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

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

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

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

LANDLORD

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

TENANT

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

14. MISCELLANEOUS.

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

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

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

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

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

WITNESSETH:

LANDLORD

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

By: \_\_\_\_\_  
Its: Superintendent  
Print name: Donna H. Wolfrom

TENANT

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

By: Aaron Chrostowsky  
Its: Manager  
Print name: Aaron Chrostowsky



# MARANACOOK AREA SCHOOLS

*A Caring School Community Dedicated to Excellence*

James Charette  
Superintendent of Schools

Nancy Harriman, Ph.D.  
Director of Curriculum, Instruction & Assessment

Tel. 207-685-3336

Ryan Meserve  
Special Education Director

Brigette Williams  
Finance Manager

Fax. 207-685-4703

September 26, 2018

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

Re: Snowplow/sanding bid – 2018-2021

Dear Mr. Bruen:

I am writing to let you know that I have accepted your snowplow/sanding bid for 3 years, July 2018 – June 2021 for Option 4 – Wayne Elementary School Campus as follows:

2018-2019:	\$5,000.00
2019-2020:	\$5,200.00
2020-2021:	\$5,400.00

We agree to the following terms for the period July 1, 2018 – June 30, 2019:

1. Total expenditure amount is \$5,000.00
2. Payment will be made in five installments of \$1,000.00
3. First payment to be made in December 2018.

Years 2 and 3 of the contract will be distributed as above, with the agreed to contract amounts, unless other arrangements are made and agreed to by both parties.

We do require that you provide us with a Certificate of Insurance, which affirms liability, automobile and workers compensation limits prior to the December 2018 payment.

I look forward to your service to our District. Please do not hesitate to contact Shaun Drinkwater or me if you have any questions.

Sincerely,

James Charette  
Superintendent of Schools

JC/df

C: Shaun Drinkwater, Director of Maintenance and Transportation  
Brigette Williams, Finance Manager

**REGIONAL SCHOOL UNIT #38  
USE OF SCHOOL FACILITIES**

The RSU #38 School Board encourages the use of its school buildings and grounds by school and community organizations as provided in this policy. The Board retains the right at all times to decline individual requests for building use when it determines that such use is not in the best interest of its schools.

- I. The use of the facilities may be permitted as follows:
  - A. School related activities have priority.
    1. The use of school facilities for school educational activities, school sponsored activities and extra-curricular activities shall at all times take precedence over community use of the facilities.
    2. Priority for the High School and Middle School field/gymnasium/fitness center use shall be given first to high school activities, then middle school activities, and then adult education activities. Town Recreation and youth activities shall then have access to fields/gymnasium/ fitness center on a space available basis (after the start of the season).
    3. All requests for Maranacook High School/Middle School fields, gymnasium, or fitness center shall be made to the Director of Student Services during the school year.
    4. All requests for other Maranacook High School/Middle School facilities shall be made to the Director of Adult Education.
    5. All requests for other non-Maranaoook High School/Middle School facilities (elementary schools, etc.) shall be made to the Building Principal.
  - B. Approved uses:
    1. Non-profit municipal, civic, cultural, educational, recreational, political, religious or service groups located within and providing services to or activities for our District's residents.
    2. Non profits and other organized local community groups will not be charged a fee for use of the school facilities.
    3. Non-profit out-of-district groups will be charged a fee determined by the Superintendent of Schools.
    4. Profit organizations granted the use of the facilities will be charged a daily fee determined by the Superintendent of Schools (See KF-R3). Fees for use of the facility shall be collected prior to the use of facilities. Any additional charges will be billed after the activity.

- C. Condition of Facilities  
The user shall leave the facilities in the same condition that they were received. In the event of damage or unanticipated custodial services, which may be necessary after an event, the using organization will be billed for all expenses by the RSU.
- D. Preservation of order  
All individuals or groups using school facilities are responsible for the preservation of order during all activities and are required to comply with all the applicable statutes, ordinances and regulations, in addition to any policies or conditions established by the Board. If security is deemed necessary, the user shall pay all expenses.
- E. Approval; Appeal  
The Superintendent, Principal or his/her designee is authorized to approve and schedule the use of the school facilities. Requests for such use should be submitted far enough in advance to avoid conflict of events. In the event that permission is denied, the applicant may appeal to the Board directly at their next regularly scheduled meeting, provided that a request for inclusion on the agenda is submitted to the Superintendent's Office at least 10 days in advance of the meeting.

The Principal/Director of Adult Education/Director of Student Services may exercise his/her authority to prohibit access to any group if, in the Principal/ Director of Adult Education/Director of Student Services opinion, their presence on school grounds is causing an interruption to the school's programs. In addition, the Principal may withdraw any invitation to use the facilities from any group that do not meet the expectations for appropriate building use and supervision.

It is the responsibility of the using individual/organizations to comply with the specific obligations as outlined in the "Procedures for the Use of School Facilities."

Cross Reference:      KF-R1 Agreement to Indemnify and Hold Harmless  
                              KF-R2 Rules Relating to Rental of School Facilities  
                              KF-R3 Facilities Use Application Form  
                              KF-R4 Contract for Rental or Use of School Facilities

Adopted by RSU #38 Board of Directors: April 27, 2009

Revised: 10/06/10

Revised: 04/06/16

Revised: 01/18/17

## Wayne Town Manager

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**From:** Jay Charette <jay\_charette@maranacook.com>  
**Sent:** Tuesday, January 07, 2020 8:33 AM  
**To:** Wayne Town Manager  
**Subject:** Re: School Debt Service

Hi Aaron,

That's fair. You can still use the library and gym it's just a matter of giving us advance warning to make arrangements. That can be done by communicating the date and time with the main office at the elementary school.

Thanks for the dates - My best date would be Tuesday - 2/4. I will prepare a simple report about the past and current projects within the scope of the bond. If you have other discussion topics or questions please let me know before the 4th so I can be ready for the discussion. Thank to you soon!

Jay

I will forward along the information we have on population trends shortly!

On Mon, Jan 6, 2020 at 5:43 PM Wayne Town Manager <[townmanager@waynemaine.org](mailto:townmanager@waynemaine.org)> wrote:

Thank you for getting back to me.

I am not contesting the need for the lock. You state "We did not need to notify you of the addition of a lock", however, surely a simple courtesy of a simple memo/ email/ phone call about the lock would have been appreciated.

We regularly use the library and gym for the meetings. We have had to find alternative meeting locations at the last minute. We always returned the building back to the way we found it.

We really need to talk/ communicate better...

Our next meeting 1/14, 2/4, 2/18 at 6:30 PM.

Aaron

**From:** Jay Charette [mailto:[jay\\_charette@maranacook.com](mailto:jay_charette@maranacook.com)]  
**Sent:** Monday, January 06, 2020 5:06 PM  
**To:** Wayne Town Manager  
**Subject:** Re: School Debt Service

Hi Aaron,

Hope all is well! I (and/or Brigette) will get you the information you requested in the next few days. Also, can you give me a couple of future select board dates so I can look at my calendar to see what will work. Also, what time do meetings start?

As for the office door lock that was installed based on an insurance audit that was performed this fall, The lock was installed due to information in the audit mandating the limiting of access to the building by renters or lease occupants. We did not need to notify you of the addition of a lock, although you may not like it we are following our insurance requirements, it is not something that is open for discussion.

Please let me know about the time and possible dates of future select board meetings. In the next several days we will pass along the data you requested. Have a good evening.

Jay

On Thu, Jan 2, 2020 at 7:20 PM Wayne Town Manager <[townmanager@waynemain.org](mailto:townmanager@waynemain.org)> wrote:

Jay:

Thank you for the budget schedule. We are beginning to do some of our long-range financial planning too.

My Selectboard is asking for the following information:

- Debt Service Schedule (Table showing all annual school debt (principal & interest) including new bond by Fiscal Year (maybe 10-years out)
- Enrollment data by grade and school (maybe 10 years out)

We would like to invite to a Selectboard meeting:

- Post action report or status update of all bond-related work district-wide;
- Also, we would like to discuss the lock on the Town Office door to school. Nobody from the school has informed the Town of this lock.

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

Best,

Aaron Chrostowsky, Town Manager

Town of Wayne

P.O. Box 400; 48 Pond Road

Wayne, ME 04284

P: (207) 685-4983

F: (207) 685-3836

[www.waynemaine.org](http://www.waynemaine.org)

--

Jay Charette

Superintendent of Schools RSU 38

Serving the Communities of Manchester, Mt. Vernon, Readfield, & Wayne

207-685-3336

<http://www.maranacook.org/>

*"A Caring school community dedicated to excellence."*

This electronic message transmission contains information which may be confidential or privileged. The information is intended to be for the use of the individual or entity named above. If you are not the intended recipient, be aware that any disclosures, copying, distribution or use of the contents of this information is prohibited.

--  
Jay Charette  
Superintendent of Schools RSU 38  
Serving the Communities of Manchester, Mt. Vernon, Readfield, & Wayne  
207-685-3336

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# *Town of Wayne*

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

Phone: (207) 685-4983 Fax: (207) 685-3836  
<http://www.waynemaine.org>

February 4, 2020

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

Dear Dennis,

We are writing on behalf of the Selectboard to request that you return the Town's Radar Feedback sign you are now in possession. We understand the Town's Radar Feedback sign isn't working; however, we still would like the sign back, so that we might be able to work with the State and manufacturer to diagnose and repair sign.

As you know, the Town Manager has made repeated attempts to get the sign back from you. As a result, if we are not in custody of the Town's Radar Feedback sign by **Thursday February 6, 2020 at 1:00 PM**, we will have to file a report with the Kennebec County Sheriff's Office, that the sign was stolen.

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

Sincerely,

Don Welsh  
Selectboard, Chair

Aaron Chrostowsky  
Town Manager

# Town of Wayne

P.O. Box 400; 48 Pond Road

Wayne, ME 04284

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

<http://www.waynemaine.org>

February 3, 2020

Diano Circo, Chief Planner  
Water Access and Federal Aid Coordinator  
Inland Fisheries and Wildlife  
284 State Street  
41 State House Station  
Augusta, ME 04333-0042

Dear Diano,

The Selectboard authorized me, to send this letter on their behalf requesting that you take the following actions at the Rte. 133 State Boat Launch at Androscoggin Lake prior to boating season this year.

- Cutting back brush around the boat launch site, boat owners have expressed concerns about brush damaging their boats;
- Paving boat launch site, in particular, one area, every time we have a heavy rain loose gravel travels across pavement toward lake.

The Town stands ready to assist you, in helping make the boat launch site more boat and lake friendly.

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

Sincerely,

Aaron Chrostowsky  
Town Manager

Cc: Sen. Jeffrey Timberlake  
Rep. Dennis Keschl

**MUNICIPAL  
QUITCLAIM DEED  
(Maine Statutory Short Form)**

The Inhabitants of the Municipality of Wayne, a body corporate and politic located at 48 Pond Road, P.O. Box 400, Wayne, in the Kennebec County, Maine, for consideration paid, release to **Richard A. Dodge, 1281 Forest Avenue, Portland, ME 04106**, the land in Wayne, Kennebec County, Maine.

Land shown of Wayne Property Tax Map **005** as Lot **006** described in Kennebec County Registry of Deeds at Book **3383**, Page **53**.

This deed is given for the purpose of releasing and conveying any and all rights which this grantor may have acquired by virtue of the following tax liens, which were imposed against the property and recorded in said Registry for the following year:

- 1997 taxes, tax lien recorded **September 18, 1998** in Book **5734**, Page **269**
- 1997 taxes, tax lien recorded **September 18, 1998** in Book **5734**, Page **296**

The said Inhabitants of the Municipality of Wayne have caused this instrument to be signed in its corporate name by its Town Manager, on the **4<sup>th</sup>** day of **February 2020**.

\_\_\_\_\_  
Witness

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

State of Maine  
County of Kennebec, ss

**February 4, 2020**

Then personally appeared the above-named **Aaron Chrostowsky** and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said body corporate and politic.

Before me, \_\_\_\_\_  
Notary Public

**Town of Wayne, Maine  
SELECTBOARD  
FY 2019-2020  
Meeting Schedule**

**July 2019**

July 9, 2019  
July 23, 2019

**August 2019**

August 6, 2019  
August 20, 2019

**September 2019**

September 3, 2019  
September 17, 2019

**October 2019**

October 1, 2019  
October 15, 2019  
October 29, 2019

**November 2019**

November 12, 2019  
November 26, 2019

**December 2019**

December 10, 2019  
~~December 24, 2019<sup>1</sup>~~

**January 2020**

January 14, 2020  
~~January 21, 2020<sup>4</sup>~~

**February 2020**

February 4, 2020  
February 18, 2020

**March 2020**

March 3, 2020  
March 17, 2020  
March 31, 2020

**April 2020**

April 14, 2020  
April 28, 2020

**May 2020**

May 12, 2020  
May 26, 2020

**June 2020**

June 9, 2020<sup>2</sup>  
June 10, 2020<sup>3</sup>  
June 23, 2020

**Notes:**

1. Meeting cancelled or rescheduled
2. Annual Town Meeting – Election of Town Officers, Referendum
3. Annual Town Meeting – Budget Meeting

All regular meetings will be held at the Wayne Town Office at 48 Pond Road, Wayne, ME at 6:30 PM. Notices will be posted for all regular, special and emergency meetings at following locations around Town; 1) ~~Wayne General Store~~; 2) Wayne Post Office; 3) ~~old Town Office in North Wayne~~; 4) outside new Town Office and the Town website at <http://www.waynemaine.org/>. Please don't hesitate to contact the Town Office at (207) 685-4983, if you have any questions about the agenda or meeting date, time or location.

To: Selectboard  
 Budget Committee  
 From: Aaron Chrostowsky, Town Manager  
 Re: Budget Development/ Town Meeting Timeline - Updated  
 Date: 01/14/2020

<u>Date</u>	<u>Board/ Committee</u>	<u>Time</u>	<u>Activity</u>
<i>Tues. March 2, 2020</i>		4:30 PM	<i>Nomination Papers Available (100 days before ATM)</i>
Tues. March 3, 2020	Selectboard <sup>2</sup>	6:30 PM	Regular Meeting
<b>Tues. March 10, 2020</b>	<b>Budget Committee<sup>3</sup></b>	<b>6:00 PM</b>	<b>Regular Meeting</b> - Town Manager Presentation - <b>Begin Review Department Budgets</b> Regular Meeting Re: Budget Regular Meeting <b>Regular Meeting</b> - <b>Review Department Budgets</b> Regular Meeting <b>Regular Meeting</b> - <b>Review Department Budgets</b> Regular Meeting <b>Regular Meeting</b> - <b>Review Department Budgets</b> <i>Nomination Papers Due &amp; Referendum Questions Due (60 days before ATM)</i> Regular Meeting Regular Meeting - Budget Approval <b>Regular Meeting</b> - <b>Review Department Budgets</b> - <b>Discuss/ Approve Final Budget Recommendation</b> Regular Meeting - Sign & Post Annual Town Meeting Warrant <b>Regular Meeting</b> - <b>Discuss/ Approve Final Budget Recommendation (if needed)</b> <i>Absentee Ballots Available (30 days before ATM)</i> Regular Meeting Annual School Meeting “Budget Meeting” Regular Meeting - Public hearing on Referendum Questions Annual Town Meeting “Election of Officers” Budget Validation Referendum Annual Town Meeting “Budget Meeting” Regular Meeting
Wed. March 11, 2020	Joint RSU/ Selectmen <sup>1</sup>	6:30 PM	
Tues. March 17, 2020	Selectboard <sup>2</sup>	6:30 PM	
<b>Tues. March 24, 2020</b>	<b>Budget Committee<sup>3</sup></b>	<b>6:00 PM</b>	
Tues. March 31, 2020	Selectboard <sup>2</sup>	6:30 PM	
<b>Tues. April 7, 2020</b>	<b>Budget Committee<sup>3</sup></b>	<b>6:00 PM</b>	
<i>Fri. April 13, 2020</i>		4:30 PM	
Tues. April 14, 2020	Selectboard <sup>2</sup>	6:30 PM	
Wed. April 15, 2020	RSU Board <sup>1</sup>	6:30 PM	
<b>Tues. April 21, 2020</b>	<b>Budget Committee<sup>3</sup></b>	<b>6:00 PM</b>	
Tues. April 28, 2020	Selectboard <sup>2</sup>	6:30 PM	
<b>Tues. May 5, 2020</b>	<b>Budget Committee<sup>3</sup></b>	<b>6:00 PM</b>	
<i>Fri. May 11, 2020</i>		4:30 PM	
Tues. May 12, 2020	Selectboard <sup>2</sup>	6:30 PM	
Wed. May 13, 2020	RSU Board <sup>4</sup>	7:00 PM	
Tues. May 26, 2020	Selectboard <sup>2</sup>	6:30 PM	
Tues. June 9, 2020	Selectboard <sup>5</sup>	8AM – 8PM	
	RSU Board <sup>5</sup>	8AM – 8PM	
Wed. June 10, 2020	Selectboard <sup>5</sup>	6:00 PM	
Tues. June 23, 2020	Selectboard <sup>2</sup>	6:30 PM	

**Notes:**

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

# Town of Wayne

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

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

<http://www.waynemaine.org>

## Notice of Restricting Vehicle Weight on Posted Ways

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

The following town highways will be temporarily closed to vehicles of excessive weight from **February 13 to May 14, 2020**. Any town highway may be temporarily be closed or re-opened to vehicles of excessive weight as conditions permit.

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

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

**Selectboard**

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

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48 Pond Rd.  
Wayne, Maine 04284

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

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**Ordinance Restricting Vehicle Weight on Posted Ways**

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**Section 1. Purpose and Authority**

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

**Section 2. Definitions**

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

**Section 3. Restrictions and Notices**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 6. Administration and Enforcement**

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

**Section 7. Penalties**

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

**Section 8. Amendments**

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

**Section 9. Severability; Effective Date**

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

## Posted Road Permit - 2019

Mark Birtwell  
136 Besse Road  
Wayne, ME 04284

Craig Buzzell  
P.O. Box 138  
Wayne, ME 04284

Lee Goucher  
99 Kents Hill Road  
Wayne, ME 04284

Reed Lee  
365 Pond Road  
Wayne, ME 04284

Weldon Lucas  
121 Strickland Ferry Road  
Wayne, ME 04284

C.H. Stevenson  
190 Walton Road  
Wayne, ME 04284

Taylor Stevenson  
41 Walton Road  
Wayne, ME 04284

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

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P.O. Box 400 / 48 Pond Road Wayne, ME 04284  
Phone: (207) 685-4983      Web: [www.waynemaine.org](http://www.waynemaine.org)      Fax: (207) 685-3836

**PERMIT  
TRAVERSING POSTED ROADS**

This permit must be kept with the permitted overweight vehicle, and must be presented to the officer of the law or other municipal representative upon demand.

**Permittee Information**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

Vehicle Description: \_\_\_\_\_ Plate #: \_\_\_\_\_

Permission is granted to transverse the following:

Posted Roads:

Purpose:

Permit valid on date/time:

Special Limitations:

**Law Enforcement Officer Take Notice:** No other permission for traversing a posted road has been granted. This permit is valid only for the information indicated above and any deviations are in violation of said permissions. Whenever possible this traveling will be done during the evening or when the temperatures are cooler and damage will not result in the roads.

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Authorized Municipal Official

Date

# *Town of Wayne*

P.O. Box 400; 48 Pond Road

Wayne, ME 04284

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

<http://www.waynemaine.org>

## **Planning Board**

### **Public Hearing for Proposed Zoning Ordinance Amendments**

The **Planning Board** will conduct a public hearing for **Proposed Zoning Ordinance Amendments** on **Wednesday February 5, 2020** at **6:30 PM** at the **Wayne Elementary School – Gym**.

The Proposed Zoning Ordinance Amendments includes removal of the provision of a no-cut buffer within 100 feet of the high water mark where the Resource Protection zone is within the shoreland area for timber harvesting and related activities only. This will allow the Maine Forest Service (MFS) to assume responsibility of oversight and enforcement of timber harvesting and related activities under the MFS Chapter 21 regulations in the shoreland zone and resource protection zone where it overlaps with the shoreland area. Other proposed ordinance changes includes clarification of the definition of a forester licensed by the State of Maine and minor reference changes.

It is the intention for the Planning Board to submit these amendments to the Selectboard for legislative approval at **Special Town Meeting** on **Tuesday February 18, 2020** at **6:00 PM** at the **Wayne Elementary School – Gym**.

A copy of the Proposed Zoning Ordinance Amendments at the Wayne Town Office, 48 Pond Office or the Town website at [www.waynemaine.org](http://www.waynemaine.org). If you have any questions, regarding this public hearing or the Proposed Zoning Ordinance Amendments, please don't hesitate to contact the Town Office at (207) 685-4983.

## ZONING ORDINANCE TOWN OF WAYNE, MAINE

impairment of water quality or of fish and aquatic life.

5. Commercial uses, which uses include rental of docking facilities, rental of launching facilities, or rental of shoreland access except to an owner's residential lessee, except such uses are provided for by Conditional use.

6. Any commercial or home occupation use as follows:

- a. Auto washing facilities
- b. Vehicle service and/or repair facilities
- c. Chemical and bacteriological laboratories
- d. Storage of chemicals, including pesticides or fertilizers other than amounts normally associated with individual households or farms
- e. Commercial painting, wood preserving, and furniture stripping
- f. Dry cleaning establishments
- g. Electronic circuit assembly
- h. Laundromats
- i. Metal plating, finishing, or polishing
- j. Photographic processing
- k. Printing
- l. Beauty parlors
- m. Any use which involves a hazardous activity as defined by Title 38 M.R.S.A., Section 482 (2-C).

### F. Uses Permitted with Additional Regulation

1. Piers, docks, floats, and similar installations are permitted provided that:

- a. Each must be capable of easy disconnection and seasonal removal.
- b. Each shall be no larger in dimension than that consistent with the servicing of watercraft in number and size customarily associated with single family residential use or swimming float facilities customarily associated with such use. Said piers and docks shall not extend further than 40 feet from the shoreline and shall not consist of more than two (2) slips. Unattached swimming floats shall be no more than 100 feet from the shoreline.
- c. They shall be located so as not to interfere with navigation, navigational aids, beach areas, or other permitted uses.
- d. They shall not interfere with fish habitats.
- e. Their installation is not across wetlands, marshes, bogs, or swamps.
- f. There shall be no more than one pier or dock per 250 feet of shore frontage or fraction thereof on existing lots less than 250 feet, and no more than one unattached float per lot.

2. Timber Harvesting and Related Activities:

The Maine Forest Service, Bureau of Forestry rules, Chapter 21, Statewide Standards for Timber Harvesting and Related Activities in Shoreland Areas, and any amendments thereto by the State from time to time, are hereby adopted to govern timber harvesting and related activities in the Shoreland zone in the Town of Wayne, and are incorporated herein by reference. Copies of the Statewide Standards are available at the town office and on the Maine Forest Service website. ~~However, within the Shoreland Area also zoned for Resource Protection, there shall be no cutting of vegetation within the Buffer Strip, defined in F. 3 below, except to remove safety hazards. The Town of Wayne is responsible for monitoring and enforcement of this no-cut provision in the Shoreland Area also zoned for Resource Protection.~~ The Maine Forest Service is responsible for the monitoring and enforcement of ~~the~~ the Chapter 21 Statewide Standards for Timber Harvesting and Related Activities in Shoreland Areas.

## ZONING ORDINANCE TOWN OF WAYNE, MAINE

### 3 Clearing or Removal of Vegetation Other Than Timber Harvesting and Related Activities

a. If within the Buffer Strip (defined as follows) adjacent to the normal high water mark: The Buffer Strip is a strip of land extending one hundred (100) feet, horizontal distance, inland from the normal high water mark of a great pond, defined pond or lake, defined stream, tributary stream, or river, or upland edge of a fresh water wetland; and shall be preserved as follows:

- 1) There shall be no cleared opening in the forest canopy as measured from the outer limits of the tree crown. However, a footpath not to exceed six (6) feet in width as measured between tree trunks is permitted per shorefront lot or every 250 feet of shore frontage, provided that a clear line of sight to the water through the 100 foot buffer strip is not created.
- 2) Selective cutting of trees within the Buffer Strip is permitted, provided that a well distributed stand of trees and other vegetation is maintained. ~~However, within the Shoreland Area also zoned for Resource Protection, there shall be no cutting of vegetation within the Buffer Strip, except to remove safety hazards.~~ However, within the Shoreland Area also zoned for Resource Protection, there shall be no clearing or removal of vegetation within the Buffer Strip, except to remove safety hazards.

For purposes, of this section, a "well distributed stand of trees and other vegetation" shall be defined as maintaining a rating score of 12 or more in any 25-foot by 25-foot square area as determined by the following rating system:

<u>Diameter of Tree at 4 1/2 Feet Above Ground Level</u>	<u>Points</u>
2-4 inches	1
4-12 inches	2
>12 inches	4

Notwithstanding the above provisions, no more than 40% of the total volume of trees four (4) inches or more in diameter, measured at 4 1/2 feet above the ground level may be removed in any ten (10) year period.

3) Vegetation customarily classed as "underbrush" which under three (3) feet in height and other ground cover shall not be removed except to provide a footpath as described in paragraph 1 above.

4) Pruning of tree branches on the bottom third of the tree is permitted.

5) In order to maintain a buffer strip of vegetation where the removal of storm-damaged, diseased, unsafe or dead trees results in the creation of cleared openings greater than 250 square feet in the forest canopy, these openings shall be replaced with native tree species, unless existing new tree growth is present.

b. If within the Remainder of the Shoreland Zone:

1) Clearing for permitted buildings, structures, septic systems and associated fields, and driveways is allowed at distances greater than one hundred (100) feet horizontal distance, from a great pond, defined pond or lake, defined stream, tributary stream, river or upland edge of a freshwater wetland. However, clearings shall not extend more than twenty (20) feet in any direction, emanating from the perimeter of said buildings, structures, septic systems and associated fields and driveways, and shall not intrude into the 100 foot buffer strip, and shall not be within ten (10) feet of a side lot line.

## ZONING ORDINANCE TOWN OF WAYNE, MAINE

In no event shall cleared openings for development, including but not limited to principal and accessory structures, driveways, and sewage disposal areas, exceed in the aggregate 25% of the lot area or ten thousand (10,000) square feet, whichever is greater, including land previously developed.

2) Clearing or removal of vegetation other than as specified in ss. 23-b 1) above is permitted with the following restrictions:

- a. A well distributed stand of trees shall be maintained within the zone, and harvesting shall not create a single opening greater than ten thousand (10,000) square feet in the forest canopy. Where such openings exceed five thousand (5000) square feet: they shall be at least one hundred (100) feet apart and at least fifty (50) feet from a side lot line. In the absence of existing new growth, reforestation shall be accomplished to reestablish the uniformity and pattern of tree growth existing at the site.
- b. Clearing shall not remove more than 40% of the volume of the trees four (4) inches or more in diameter measured at 4 1/2 feet above ground in any ten (10) year period.
- c. Road construction for the purpose of clearing or removal of vegetation under any provision of Section F is not permitted. Skid trails are subject to the provisions of ss.4, Erosion and Sedimentation Control Requirements following.
- d. Slash may be laid on the ground, but no part thereof may extend more than four (4) feet above the ground.
- e. Cleared openings, legally in existence on the effective date of this Ordinance, may be maintained but shall not be enlarged, and may be required to be revegetated according to the provisions of Article VIII Section E. Fields, which have reverted to primarily shrubs, trees or other woody vegetation, shall be regulated under the provisions of this Section.
- f. Replanting when in violation: In addition to any other penalty that may be imposed under this Ordinance, violators of Section F(23)(a-b), shall be required to restore the area in violation by the planting of trees of similar, or fast growing and suitable species, to those removed in violation. Replacement trees shall be at least five (5) feet in height. Said replanting shall be in sufficient number to meet the requirements of restoring the area in violation to its former uniformity of stand and pattern of vegetative cover, and shall be according to a plan directed by a ~~State Service~~ forester ~~or private professional forester, registered in the State of Maine, and acceptable to the Selectmen, licensed by the State~~ Any of Maine. Any fees incurred for the development of said plan shall be the responsibility of the violator. A copy of the plan shall be filed and approved by the Selectmen. Additionally, areas of disturbed or exposed mineral soil with the potential of causing erosion shall be stabilized by reseeded.

#### 4. Erosion and Sedimentation Control Requirements:

- a. All activities which involve filling, grading, excavation or other similar activities which result in unstable soil conditions, and which require a permit, shall require a written soil erosion and sedimentation control plan. The plan shall be submitted to the permitting authority for approval and shall include, where applicable, provision for:
  - 1) Mulching and revegetation of disturbed soil.
  - 2) Temporary runoff control features such as hay bales, silt fencing or diversion ditches.

## ZONING ORDINANCE TOWN OF WAYNE, MAINE

### **ARTICLE VI: RESOURCE PROTECTION ZONE - "R-5"**

**A. The resource protection zone shall be a zone of the most vulnerable Shoreland, wetlands, or other geologically sensitive areas in which development could have an undue adverse effect on water quality of ponds, lakes, streams or rivers, ground water, significant wildlife habitats, or biological systems. Areas of freshwater wetlands regulated by State and Federal rules and identified in the National Wetland Inventory as shown in "Beginning with Habitat" maps are included in the R-5, Resource Protection Zone. It should be noted that any areas listed on these maps are approximate and only show potential areas of ecological significance. Before any work or development is proposed in or near a Resource Protection Zone, the areas in question must be field verified by a qualified person with knowledge to determine if these areas meet the criteria in this Article.**

It shall include:

1. Freshwater wetlands and forested wetlands.
  - a. Where a freshwater wetland is contiguous with the normal high water mark of a defined pond, lake, river or stream, the wetland area shall extend from the normal high water mark to the area of observable demarcation between a regular pattern of wetland vegetation and open water. Areas within 100 feet, horizontal distance, of the upland edge of freshwater wetland contiguous with the normal high water mark of a defined pond, lake, river or stream are included in the R-5, Resource Protections Zone. Excluded are small and intermittent outcroppings of wetland vegetation which can be customarily found at or near the shoreline of ponds, lakes, rivers, or streams.
2. Significant plant, fish and wildlife habitats, natural heritage occurrences and focus areas of statewide ecological significance shown on current "Beginning with Habitat" maps or any subsequent modifications. Areas within 250 feet, horizontal distance, of the upland edge of freshwater wetlands, which are shown as Inland Waterfowl/Wading Bird habitat as shown on "Beginning with Habitat" maps and shown on the Wayne Zoning Map are included in the R-5, Resource Protection Zone.
3. The marshes of the shoreline of Pickerel Pond, Berry Pond, Jennings Stream, the land area and marshes of the delta outlet area known as "The Cape" on Androscoggin Lake, and the land areas and marshes within 250 feet of Dead River.
4. Land areas which can be shown by independent and qualified authority to be particularly vulnerable to harm such as significant sand and gravel aquifers and/or primary ground water recharge areas identified by the Maine Geological Survey, and/or shoreland areas which have a high erosion potential because of soil type or slope, and all shoreland areas of two (2) or more contiguous acres with sustained slopes of 20% or greater.
5. The islands in Androscoggin Lake.
6. Archaeological and/or historic sites deserving of long-term protection as determined by the Planning Board after consultation with the Maine Historic Preservation Commission.

#### **B. Uses Permitted:**

1. The harvesting of any wild crop such as hay, ferns, moss, wild rice, berries, tree fruits, tree seeds, and flowers.
2. Non-intensive recreational uses not requiring structures, such as hunting, fishing, picnicking, and swimming.
3. Wildlife management activities.
4. Activities conducted for protection of ground water quality or prevention of pollution from any source, when conducted by a public agency for the public health, safety, and welfare.
5. Clearing or removal of vegetation based on a plan by a ~~licensed~~ forester licensed by the State of Maine, and in accordance with shoreland clearing or removal of vegetation standards in Article V, Section F.23. of this Ordinance.

## ZONING ORDINANCE TOWN OF WAYNE, MAINE

6. Timber Harvesting and Related Activities based on a plan by a ~~licensed~~-forester licensed by the State of Maine, and in accordance with Maine Forest Service, Bureau of Forestry rules, Chapter 21, Statewide Standards for Timber Harvesting and Related Activities in Shoreland Areas, and any amendments thereto by the State from time to time, which are incorporated herein by reference. ~~However, within the Shoreland Area also zoned for Resource Protection, there shall be no cutting of vegetation within the Buffer Strip, defined in Article V, F. 3, except to remove safety hazards. The Town of Wayne is responsible for monitoring and enforcement of this no cut provision in the Shoreland Area also zoned for Resource Protection.~~ The Maine Forest Service is responsible for the monitoring and enforcement of the Chapter 21 Statewide Standards for Timber Harvesting and Related Activities in Shoreland Areas.

7. Residential dwelling units located over aquifers.

### **C. Uses Permitted as Conditional uses:**

1. One residence containing one (1) dwelling unit and structures accessory to a residence per minimum lot on the islands in Androscoggin Lake known as Norris Island and Androscoggin Island provided that:

- a. Minimum lot size shall be four (4) acres.
- b. Minimum shore frontage and width shall be 400 feet.
- c. Minimum depth shall be 300 feet.

2. Piers or docks across a wetland, which wetland is contiguous with the shoreline of a pond, lake, river, or stream provide that:

- a. Installation shall not alter any wetland vegetation or cross a significant wildlife or fish habitat.
- b. Regarding piers and docks, installation meets the requirements of Article V. Section F.

**D. New roads and driveways** are prohibited in the resource protection zone, except to provide access to permitted uses within the zone, or as approved by the Planning Board, upon a finding that no reasonable alternative route or location is available outside the zone, in which case the road and/or driveway shall be set back as far as practical from the normal high water mark of a water body, tributary stream, or upland edge of a wetland.

**E. Conversion of seasonal residences to year-round residences** is prohibited in the Resource Protection Zone.

## ZONING ORDINANCE TOWN OF WAYNE, MAINE

for coniferous species and no less than six (6) feet tall for deciduous species. The planting plan must include a mix of at least three native tree species found growing in adjacent areas, with no one species making up more than 50% of the number of saplings planted, unless otherwise approved by the Planning Board or its designee, based on adjacent stand comparison. All aspects, of the implemented plan, must be maintained by the applicant and future owners. The Code Enforcement Officer or the Planning Board may consult with the appropriate agencies for a determination that the re-vegetation plan complies with the provisions of paragraph (b), above.

d). Filing and reporting requirements. Written plans required pursuant to this section must be filed with the registry of deeds of the county in which the property is located, a copy of all permits issued pursuant to this section must be forwarded by the municipality to the department within 14 days of the issuance of the permit.

e). In addition to complying with all of the above requirements as applicable, additional re-vegetation, in accordance with paragraphs (b) and (c) above, shall be required so that clearings shall not extend more than twenty (20) feet in any direction emanating from the perimeter of buildings, structures, septic systems, and associated fields and driveways, and shall not be within ten (10) feet of a side lot line within one hundred (100) feet of the normal high water line or upland edge of a wetland. In no event shall cleared openings for development, including but not limited to principal and accessory structures, driveways, and sewage disposal areas exceed in the aggregate twenty-five (25) percent of the lot area or ten thousand (10,000) square feet, whichever is greater, including land previously developed. When the Special Expansion Allowance is applied, clearings shall not extend into the fifty foot (50') buffer.

### D. Relocation:

1. A nonconforming structure may be relocated on a lot of record provided that the new location meets all the setbacks of the zone except that in the R-4, Shoreland Zone, the setback from the normal high water mark shall be met to the greatest practical extent possible without violating any other setback, and;

2. In approving the new location, the Planning Board shall only approve a location which meets setbacks as provide for above, and which meets the following criteria. In determining whether the building relocation meets the setback to the greatest practical extent possible, the Code Enforcement Officer shall consider the size of the lot, slopes of the land, location of other structures on the property and adjacent property, and the increase in distance from the normal high water mark achieved. In addition, if the new location fails to meet any of the following criteria, the permit shall be denied.

a. The applicant must provide evidence, if the use of the proposed location requires, that the present subsurface sewage disposal system meets the requirements of the State Subsurface Wastewater Disposal Rules, or that a new system can be installed in compliance with said rules.

Using the limitations of location imposed by a. above:

b. The new location must meet the requirements for ~~tree harvesting, clearing for development and vegetation removal~~ Clearing or Removal of Vegetation Other Than Timber Harvesting and Related Activities, and lot coverage requirements contained in Part I, Article V, of this Ordinance.

The applicant shall be required to revegetate the area where the relocated structure was moved from. If the previous area cleared and areas to be cleared for the relocated structure and other approved development exceed the cleared opening provisions of Article V. F. (23),

## ZONING ORDINANCE TOWN OF WAYNE, MAINE

then the applicant shall be required to revegetate cleared areas to conform with the cleared openings provisions.

If the area between the relocated structure and the normal high water mark is a cleared opening, then the applicant shall be required to revegetate to create a minimum natural buffer of 25 feet between the structure and the normal high water mark.

Revegetation for the purposes of this section means:

- 1) the planting of trees native to our shoreland area which are at least five feet in height at the time of planting, in sufficient number to provide a "well distributed stand of trees" as described in Article V. F (23).,
- 2) and the planting of shrubs and/or seed mixtures such as reed canary grass or redtop around the trees, which growth is intended to remain un-mowed to re-establish a woodland vegetation.

The new location shall not increase the potential for or cause soil erosion or harmful runoff.

### **E. Reconstruction or Replacement:**

1. Except in the Shoreland Zone, any nonconforming structure, which is damaged or destroyed by fire or other casualty may be replaced or reconstructed within one (1) year in its exact dimension, placement on the lot and use as the original building or structure. Relocation may be accomplished under the provisions of D. above.

Within the Shoreland Zone, in place reconstruction or replacement may be accomplished only if the damage is 50% or less of the market value of the structure before the casualty. Otherwise, the structure must be relocated under the provisions of D. above

2. Voluntary, reconstruction or replacement of a nonconforming structure, which reconstruction or replacement exceeds 50% of the market value of the structure before reconstruction or replacement, requires relocation on the lot under the provisions of D. above, except that conformity to the greatest possible extent practical to the normal high water set-back shall be required without violating any other setback. If the area between the structure being replaced or reconstructed is a cleared opening, then the applicant shall be required to revegetate to create a minimum natural buffer of 25 feet between the structure and the normal high water mark as described in Section D. (2) (b) above.
3. The placement of a foundation under a structure, which is less than the required setback from the normal high water mark requires relocation of the structure on the lot under the provisions of section D. above.

### **F. Changes in nonconforming use of existing buildings in the Village Shoreland Zone, R-6**

1. Changes permitted: Existing buildings are defined, for the purposes of this section, as those in lawful existence in commercial use, which use includes meeting halls for fraternal or religious purposes and municipal or governmental services. Buildings whose last active use was as above may be included, provided that any subsequent use has been vacancy, or storage.

Nonconforming uses of existing buildings on the date of the passage of this ordinance may be change to another nonconforming use provided that:

**TOWN OF WAYNE  
SPECIAL TOWN MEETING WARRANT  
February 18, 2020**

STATE OF MAINE  
KENNEBEC, SS

To Cathy Cook, a resident in the Town of Wayne, County of Kennebec, and State of Maine:

**GREETINGS:**

In the name of the State of Maine, you are hereby required to notify and warn the voters in the Town of Wayne, in said County, qualified by law to vote in Town Affairs, to meet at the **Wayne Elementary School - Gym on Tuesday, February 18, 2020 at 6:00 PM** to elect a Moderator to preside at said special town meeting and act on Article 2.

**Article 1.** To elect a Moderator to preside at said meeting.

**Article 2.** Shall the Town adopt the proposed amendments to the Zoning Ordinance?

(A copy of the proposed ordinance change is available for review and inspection at Town Clerks' Office; and will also be available on the Town website: [www.waynemaine.org](http://www.waynemaine.org).)

**Planning Board Recommend:      YES**  
**Selectboard Recommend:         YES**

*Selectboard*

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

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

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

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

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

Attest: A true copy of warrant entitled "Town of Wayne Special Town Meeting Warrant," as certified to me by municipal officers of Wayne on the 4<sup>th</sup> day of **February, 2020**.

\_\_\_\_\_  
Wayne Town Clerk

## PROPOSED CHANGES TO WAYNE'S LAND USE ORDINANCE

In June of 2019, the Town voted to modify the Land Use Ordinance to adopt the Maine Forest Service (MFS) Chapter 21, Statewide Standard for Timber Harvesting and Related Activities in Shoreland areas. The MFS would take over monitoring and enforcement of the Statewide Standards for timber harvesting only. Timber harvesting means the cutting or removing of timber for the primary purpose of selling or processing forest products.

The town left in place a 100' no-cut buffer where the Resource Protection Zone overlaps with the Shoreland Zone. The Planning Board thought that the Town would enforce the no-cut buffer and the MFS would enforce the Chapter 21 regulations. However, there was a misunderstanding between the MFS and the Planning Board. We were notified, after the vote, that the MFS would not enforce Chapter 21 with the no-cut buffer in place. In the fall of 2019, a representative of the MFS attended a planning board meeting and explained a process where the MFS would oversee and enforce Chapter 21, with the buffer in place. However, it is a lengthy and somewhat cumbersome process, in the board's opinion. See the attached document, "Relationship to municipal rules and regs", pages 1 and 2. The planning board is uncertain we could complete this process by the June Town Meeting. Therefore the planning board proposes to remove the no-cut buffer for timber harvesting and related activities only. The buffer will still be in place for clearing and removal of vegetation, such as clearing to build a house, septic system, etc. And that enforcement will be the town's responsibility. There will also be a wording change dealing the Maine licensed foresters. The reasons for these changes include:

- The MFS Statewide Standards are more comprehensive and detailed than Wayne's current timber harvesting standards, which are 3 pages. The

Chapter 21 standards are 22 pages. The logging industry is familiar with these standards. See handout of summary of Statewide Standards.

- The MFS has the expertise with licensed foresters monitoring the operations. The MFS also has the Attorney General's Office to bring enforcement action if needed. Wayne does not have the expertise and would have to hire lawyers to bring legal action against violators. We have already had two violations of timber harvesting standards in the shoreland zone in the past year.
- A majority of municipalities have adopted the MFS standards. See the map handout. Blue indicates municipalities that have MFS do the timber harvesting enforcement. White are towns that do not.
- Wayne will still have its existing standard for clearing and removal of vegetation within the shoreland areas for activities other than timber harvesting (removal of trees for buildings, driveways, septic systems, etc.). The town will still be responsible for monitoring and enforcement of the no cut provision within the 100 foot buffer where the Resource Protection zone overlaps with the Shoreland zone for other than timber harvesting and related activities.

**5. Variance.** The commissioner shall establish, by rule, standards to permit activities that exceed the standards set forth under subsection 2. In developing standards, the commissioner shall consider the unique characteristics of a site and any related economic hardship which would result from noncompliance with these standards.

[ 1989, c. 555, §10 (NEW) .]

**6. Transfer or sale of property.** Upon sale or other transfer of ownership of land that has been harvested, the transferee becomes responsible for the regeneration requirements on the site. The transferor shall disclose in writing to the transferee the regeneration requirements of this section at, or prior to, the time of sale or transfer. Failure of the transferor to comply with the disclosure requirement shall result in the transferor being responsible for compliance with the regeneration requirements of subsection 1.

[ 1989, c. 555, §10 (NEW) .]

**7. Application.** This section applies to all forest lands within the State, including land in municipal and state ownership. Except as provided in subsection 7-A, only state-owned or operated research forests or industrially owned research forests certified by the commissioner are exempt from these requirements.

[ 2001, c. 339, §4 (AMD) .]

**7-A. Exemption for outcome-based forestry areas.** An outcome-based forestry area designated under section 8003, subsection 3, paragraph Q is exempt from the requirements of this section if specifically exempted in the agreement establishing the outcome-based forestry area.

[ 2013, c. 542, §5 (AMD) .]

**8. Relationship to municipal rules and regulations.** Nothing in this subchapter may be construed to preempt or otherwise limit the existing authority of municipalities to regulate harvesting, except that municipalities regulating timber harvesting shall adopt definitions for forestry terms used in their ordinances that are consistent with definitions in section 8868 and with forestry terms adopted by the commissioner pursuant to this subchapter. Municipal timber harvesting ordinances adopted before September 1, 1990 must meet this standard of compliance with definitions no later than January 1, 2001.

A municipality may not adopt an ordinance that is less stringent than the minimum standards established in this section and in rules adopted by the commissioner to implement this section and section 8867-B. A municipality may not adopt or amend an ordinance that regulates timber harvesting unless the process set out in this subsection is followed in the development and review of the ordinance.

A. A licensed professional forester must participate in the development or amendment of the ordinance. [1999, c. 263, §1 (AMD) .]

B. A meeting must take place in the municipality during the development or amendment of the ordinance between representatives of the department and municipal officers and officials involved in developing the ordinance. Discussion at the meeting must include, but is not limited to, the forest practices goals of the municipality. At this meeting and subsequently, the department shall provide guidance to the municipality on how the municipality may use sound forestry practices to achieve the municipality's forest practices goals. [1999, c. 263, §1 (AMD) .]

C. The municipality shall hold a public hearing to review a proposed ordinance or ordinance amendment at least 45 days before a vote is held on the ordinance. The municipality shall post and publish public notice of the public hearing according to the same general requirements of posted and published notice for zoning ordinance public hearings as provided by Title 30-A, section 4352, subsection 9.

In addition, when a municipality proposes to adopt or amend a timber harvesting ordinance pursuant to its home rule authority as provided by Title 30-A, section 3001, the municipality shall mail notice of the hearing by first-class mail at least 14 days before the hearing to all landowners in the municipality at

the last known address of the person on whom a property tax on each parcel is assessed. In the case of a timber harvesting ordinance or amendment that applies only to certain zones or land use districts in the municipality, the municipality may meet the requirements of this paragraph by mailing notice only to those landowners whose land is in a zone or land use district or immediately abutting the affected zone or land use district.

Mailed notice to individual landowners is not required under this subsection for any type of amendment to an existing local land use ordinance merely to conform that ordinance to the minimum timber harvesting guidelines required by Title 38, section 439-A, as those guidelines may be subsequently amended, or to conform any timber harvesting ordinance to the requirements of this section for conformity of definitions when the proposed amendments do not substantially change any previously established timber harvesting standards adopted pursuant to home rule authority.

The municipal officers shall prepare and file with the municipal clerk a written certificate indicating those landowners to whom the notice was mailed and at what addresses, when it was mailed, by whom it was mailed and from what location it was mailed. The certificate constitutes prima facie evidence that notice was sent to those landowners named in the certificate.

Any action challenging the validity of the adoption or amendment of a municipal timber harvesting ordinance based on the municipality's alleged failure to comply with the landowner notice requirement must be brought in Superior Court within 90 days after the adoption of the ordinance or amendment. The Superior Court may invalidate an ordinance or amendment only if the landowner demonstrates that the landowner was entitled to receive a notice under this section, that the municipality failed to send the notice as required, that the landowner had no knowledge of the proposed ordinance or amendment and that the landowner was materially harmed by that lack of knowledge. [1999, c. 263, §1 (AMD) .]

D. The municipal clerk shall notify the department of the time, place and date of the public hearing and provide the department with a copy of the proposed ordinance that will be reviewed at the hearing at least 30 days before the date of the hearing. [1999, c. 263, §1 (AMD) .]

E. At the public hearing, representatives of the department must be provided an opportunity to present and discuss for the municipality's information any reports, articles, treatises or similar materials published by acknowledged experts in the field of sound forestry or silvicultural management to the extent such information is relevant to the proposed ordinance or ordinance amendment.

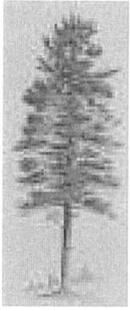
The proposed ordinance or ordinance amendment may be revised after the public hearing. The ordinance or amendment must be submitted to the legislative body of the municipality in accordance with the procedures the municipality uses for adopting ordinances. [1999, c. 263, §1 (NEW) .]

F. Municipal timber harvesting ordinances may not be unreasonable, arbitrary or capricious and must employ means appropriate to the protection of public health, safety and welfare. [1999, c. 263, §1 (NEW) .]

G. All direct costs incurred by a municipality associated with landowner notification requirements and other required public notice must be paid to the municipality in accordance with a distribution schedule established under Title 30-A, section 5685, subsection 5. All direct costs incurred by a municipality in order to comply with this subsection for the amendment of ordinances adopted before September 1, 1990 must be paid to the municipality in accordance with a distribution schedule established under Title 30-A, section 5685, subsection 5. [1999, c. 263, §1 (NEW) .]

[ 2003, c. 335, §3 (AMD) .]

**9. Centralized listing of municipal ordinances.** The bureau shall maintain for informational purposes a statewide centralized listing of municipal ordinances that specifically apply to forest practices.



## Statewide Standards for Timber Harvesting and Related Activities in Shoreland Areas (DEP Towns)

Maine Forest Service, DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY  
22 State House Station, Augusta, ME 04333

**This information sheet is an overview of Statewide Standards. For specific details consult the actual rules.**  
[http://www.maine.gov/dacf/mfs/policy\\_management/water\\_resources/sws/sws.html](http://www.maine.gov/dacf/mfs/policy_management/water_resources/sws/sws.html)

### **What are statewide standards?**

Statewide standards for timber harvesting in shoreland areas is a law that applies to water bodies and wetlands in certain organized towns. Statewide Standards apply in only those towns that have chosen to replace their own ordinance for timber harvesting in the shoreland zone town with statewide standards. For information on town ordinances see information sheet #5. For an up to date list of towns where statewide standards apply see:  
[http://www.maine.gov/dacf/mfs/policy\\_management/water\\_resources/sws/sws.html](http://www.maine.gov/dacf/mfs/policy_management/water_resources/sws/sws.html).

### **Where does it apply?**

Statewide standards for timber harvesting apply to the following areas:

- within 250 feet of
  - Great Ponds (waterbodies larger than 10 acres)
  - Rivers (downstream of the point where the watershed drains 25 square miles)
  - Tidal waters and coastal wetlands
  - Non-forested freshwater wetlands larger than 10 acres
  - Any size pond or freshwater wetland identified by the Department of Inland Fisheries and Wildlife as essential wildlife habitat
- within 75 feet of
  - Streams, downstream of the point where the watershed drains 300 acres
- adjacent to
  - Streams above the 300 acre drainage point; and, ponds or freshwater wetlands larger than 4,300 square feet but less than 10 acres that are not identified by the Department of Inland Fisheries and Wildlife as essential wildlife habitat.

### **What are the restrictions on timber harvesting and related activities?**

Timber harvesting is allowed in shoreland areas covered by statewide standards, though there are restrictions on timber harvest levels, cleared openings, stream crossings, road construction and exposure of mineral soil.

1. In areas with 250' zones
  - a. Harvesting of no more than 40 percent of the total volume of trees 4.5 inches DBH or greater in any 10 year period is permitted OR
  - b. The residual stand must contain an average basal area of at least 60 square feet per acre of woody vegetation greater than or equal to 1.0 inch DBH, of which 40 square feet per acre must be greater than or equal to 4.5 inches DBH
  - c. A well-distributed stand of trees which is windfirm, and other vegetation including existing ground cover, must be maintained;
  - d. Within 75 feet, horizontal distance of the normal high water mark there must be no cleared openings. At distances greater than 75 feet, timber harvesting must not create single cleared openings greater than 14,000 square feet. Where openings exceed 10,000 square feet, they must be at least 100 feet apart.
2. In areas with 75' zones
  - a. Harvesting of no more than 40 percent of the total volume of trees 4.5 inches DBH or greater in any 10 year period is permitted OR

- b. The residual stand must contain an average basal area of at least 60 square feet per acre of woody vegetation greater than or equal to 1.0 inch DBH, of which 40 square feet per acre must be greater than or equal to 4.5 inches DBH
  - c. A well-distributed stand of trees which is windfirm, and other vegetation including existing ground cover, must be maintained;
  - d. There must be no cleared openings.
3. Adjacent to streams with watersheds draining less than 300 acres and ponds and non-forested wetlands >4300ft<sup>2</sup> but < 10 acres that are not significant wildlife habitat or essential wildlife habitat.
- a. Shoreline integrity must be protected.

Note: In all zones an alternative method, signed by a licensed forester or certified wildlife biologist may be proposed in an application to the Maine Forest Service (See Option 3 outcome based in MFS Chapter 21 rule.)

- 4. Slash must not be left within 50' of the normal high water line of Great Ponds, rivers, non-forested wetlands larger than 10 acres, and tidal waters, except slash actively used to protect soil from disturbance by equipment or to stabilize exposed soil. From 50 to 250 feet slash greater than 3" in diameter must be kept below 4' above the ground.
- 5. Streams may not be used as travel routes (unless frozen and undisturbed).
- 6. During harvesting shoreline integrity must be protected on all streams and wetlands greater than 4300ft<sup>2</sup>.
- 7. Temporary crossing structures must be removed when the harvest is complete (or as soon as possible after snowmelt) and exposed soil must be stabilized.

### **Can roads be built in Shoreland Areas?**

Roads can be built in shoreland areas but require minimum setbacks. These minimum setbacks increase with slope.

- 1. 100 feet from the normal high-water line of a Great Pond or a river that flows to a Great Pond, rivers draining more than 25 square miles, nonforested freshwater wetlands 10 acres or larger, any coastal wetland or tidal water, and any pond or freshwater wetland identified by the Department of Inland Fisheries and Wildlife as significant wildlife habitat or essential wildlife habitat.
- 2. 50 feet from the normal high water line of streams draining more than 300 acres but above the 25 square mile drainage point.
- 3. 25 feet from the normal high water line of streams draining less than 300 acres and ponds or freshwater wetlands larger than 4,300 square feet but less than 10 acres not identified by the Department of Inland Fisheries and Wildlife as significant wildlife habitat or essential wildlife habitat.

Roads and crossings must also:

- 1. Use a bridge or culvert below the 25mi<sup>2</sup> drainage point, temporary structure are permitted above the 25mi<sup>2</sup> drainage point.
- 2. Maintain natural stream flow, not block fish passage and not impound water.
- 3. Stream crossings approaches must divert runoff into vegetated filter strips, not directly into the waterbody.
- 4. Permanent crossings must be sized to have a capacity of 3X the cross-sectional area of the stream.

### **What about other land uses?**

Timber harvesting does not include clearing land for development. These activities fall under a separate set of rules.

### **Where can I get more information or assistance with statewide standards?**

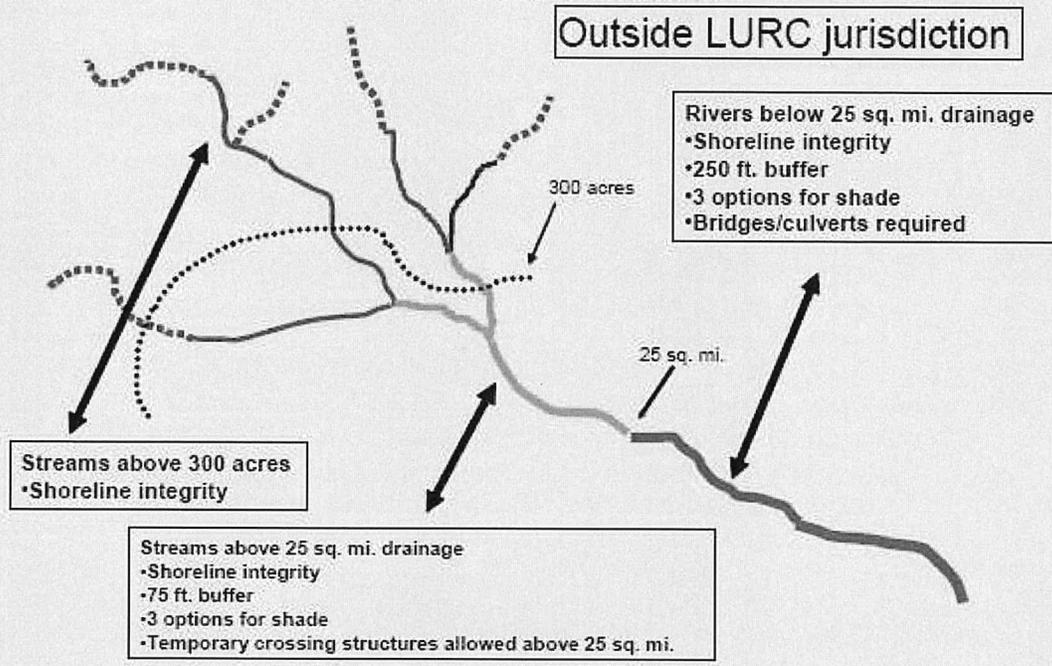
Information, including maps of where statewide standards apply and a copy of the actual rule can be found on the Maine Forest Service website: [http://www.maine.gov/dacf/mfs/policy\\_management/water\\_resources/sws/sws.html](http://www.maine.gov/dacf/mfs/policy_management/water_resources/sws/sws.html).

You can also contact the Maine Forest Service directly with questions.

For more information, please contact:  
 Maine Forest Service  
 DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY  
 22 State House Station  
 Augusta, ME 04333-0022  
 (207) 287-2791 or  
 1-800-367-0223  
[forestinfo@maine.gov](mailto:forestinfo@maine.gov)



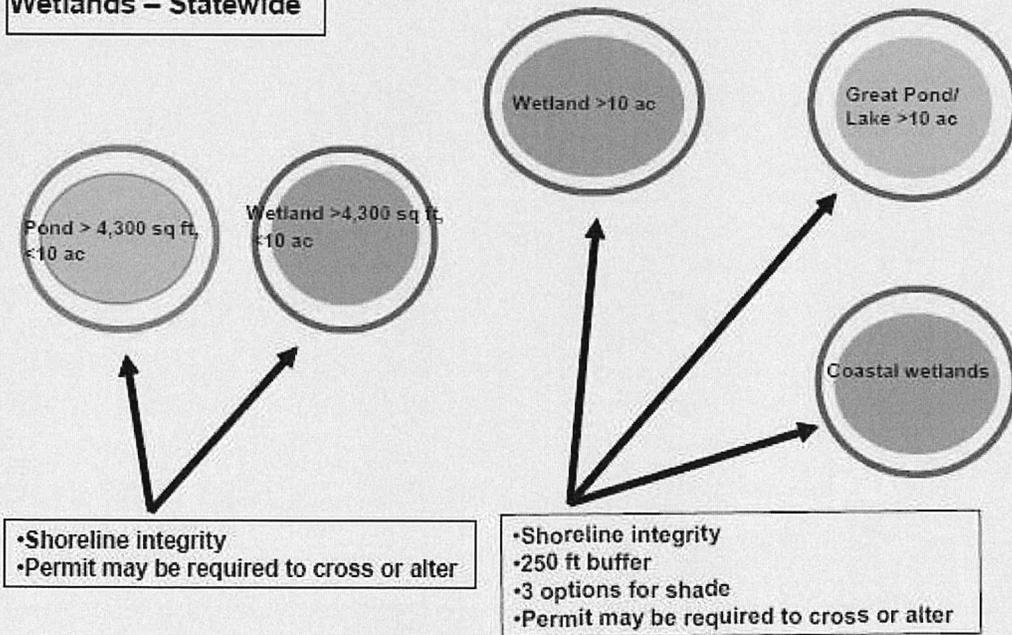
Statewide Standards for Timber Harvesting in Shoreland Areas



DEPARTMENT OF CONSERVATION – Maine Forest Service

Statewide Standards for Timber Harvesting in Shoreland Areas

**Wetlands – Statewide**



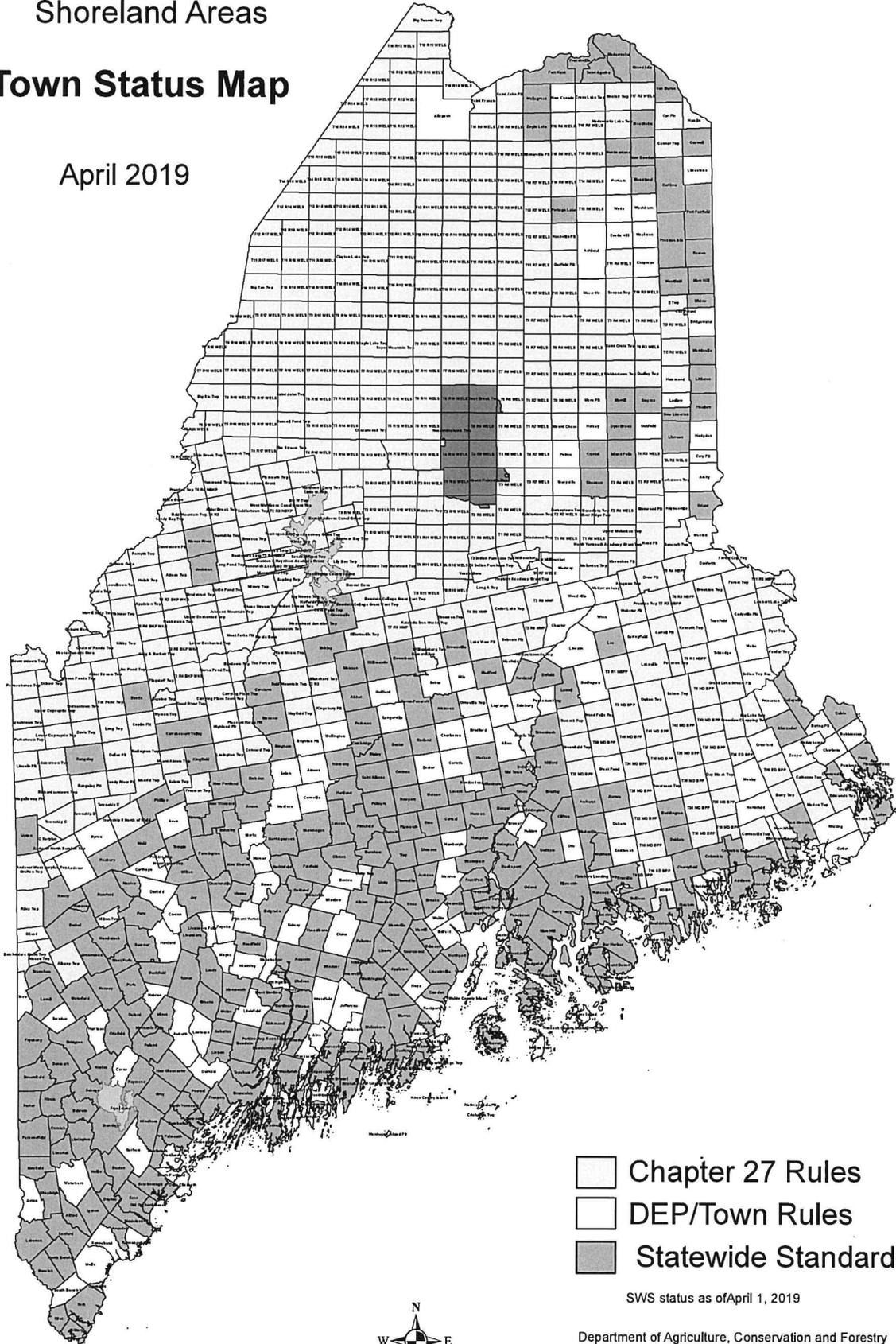
DEPARTMENT OF CONSERVATION – Maine Forest Service

Diagrams are for informational purposes only – incase of discrepancy the written rule shall govern

# Statewide Standards for Timber Harvesting in the Shoreland Areas

## Town Status Map

April 2019



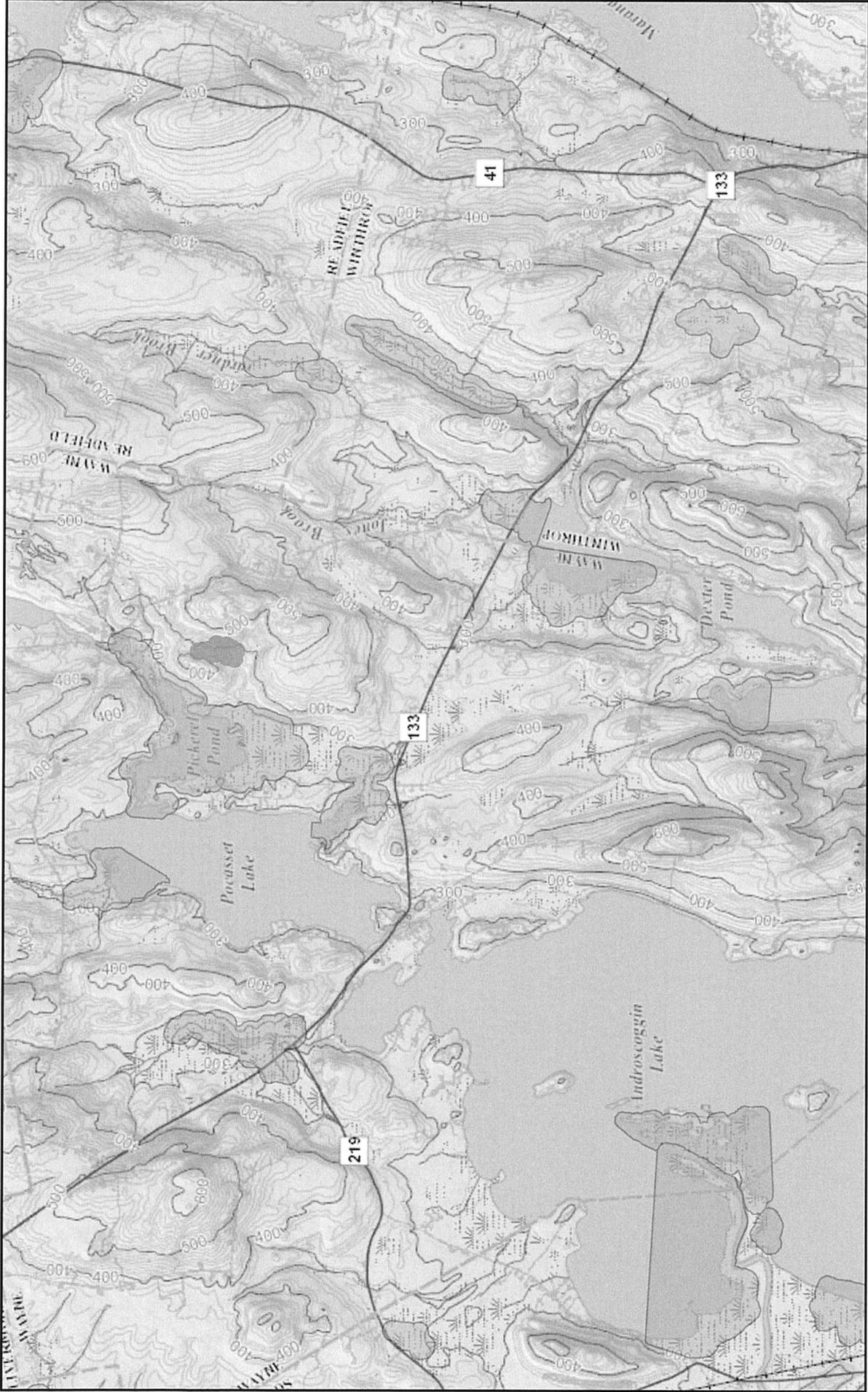
- Chapter 27 Rules
- DEP/Town Rules
- Statewide Standards

SWS status as of April 1, 2019

Department of Agriculture, Conservation and Forestry  
Maine Forest Service  
Forest Policy & Management

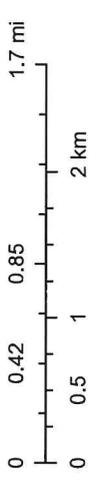


# Beginning With Habitat



February 2, 2020

1:72,224



Significant Vernal Pools

Inland Wading Bird and Waterfowl Habitat

To: Bruen Construction  
From: Aaron Chrostowsky, Road Commissioner  
Cc: Selectboard  
Re: Winter Highway Maintenance: Sanding, Salting and Snowplowing”

The intent of this memo is to clarify performance related issues regarding the “Winter Highway Maintenance: Sanding, Salting and Snowplowing” contract for July 1<sup>st</sup>, 2018 to June 30<sup>th</sup>, 2021 between Bruen Construction and Town of Wayne.

#### **A. Communication**

Communication is poor between Contractor and Road Commissioner. It is often very hard to get “Contractor” via telephone. The contract states, “*The Contractor must have supervisory personnel and all plow truck personnel must have a cell phone available with them in vehicles situated so that messages of urgency can reach the plowing or sanding vehicles within a fifteen-minute period* (4. Maintenance Requirements – A.)” ” The Town is willing to concede within 15 minutes is a quick turnaround particularly in a storm event. However, if the Road Commissioner leaves a message, the contractor should respond within an hour and certainly with 24 hours of message.

#### **B. Mailboxes**

Many of the mailboxes that have been hit, managed to avoid being hit for many years by you. Contractor needs to improve / lower speed of plows and use better caution around mailboxes. The Town is working with residents to improve mailbox installation to ensure compliance with MaineDOT and USPS specifications. “*The Contractor will follow the Maine Department of Transportation's methods and precautions of plowing and sanding. Such methods and practices as excessive speed of plows and disregard of mailboxes must be controlled by the Contractor and will be monitored by the Road Commissioner or his agent* (4. Maintenance Requirements – B.)”

As the contract states, the Road Commissioner may request you to replace mailboxes if hit by plow truck. The contract states, “*...the Road Commissioner will make the final decision.* (4. Maintenance Requirements – I).

Contractor must notify Town Manager of any damaged mailboxes prior to plow season. This hasn't been done in past, but regularly is your excuse to not replace them. *The Contractor shall notify the Town Manager of any damaged mailboxes and or post structures prior to the plowing season.* (4. Maintenance Requirements – I).

#### **C.Sanding**

The contract states, “*The sanders shall be put into operation as soon as the roads become slippery and shall continue as long as the roads remain slippery.* (4. Maintenance Requirements – C.)

The contract states, “*The Contractor is responsible for providing the sand necessary for the operations required under this Contract. Please indicate on the bid form the price per cubic yard*

~~for sand to the Town.~~ The Town will provide the rock salt. **All sand purchased by the Contractor will be equal to or greater than the quality specified and used by the State of Maine.**

Commissioner (4. Maintenance Requirements – D.). As a result, the Town will testing the sand to ensure compliance with State specifications.

The contract states, “The Contractor agrees to pay particular attention to the sanding of hills, curves and intersections, and to apply extra sand and salt to areas that need extra plowing and sanding, and other locations when advisable in the opinion of the Road.”

**D. Required Equipment and Manpower.** (6. Required Equipment & Manpower).

The contract states: *At any time that the Contractor is required to plow or sand, a minimum of two (2) trucks and one (1) four wheel drive (either 3/4 ton or one ton pick-up truck) will be on the roads performing the Contractor's duties.* The required equipment allotted for this contract was specified to ensure quick delivery of said services – this is not negotiable.

The contract states, “The equipment referred to in Section 6 must be maintained by the Contractor in good mechanical condition, and is subject to periodic inspection by the Town’s designee. Each vehicle must be identified as the **Contractor’s and display a truck number.** The equipment must be ready for inspection by **October 15th** of each of the year of this Contract.”...The Town may employ the expertise of a professional to assist them with this inspection. Failure of equipment to pass this inspection will constitute a breach of this Contract. It is necessary that all trucks pass inspection are for the traveling public’s safety as well as yours.

The Town is going to require that you clearly mark your equipment by name and number (ie. Bruen – 1). The Town would like to exercise its right to inspect all Contractor equipment to ensure compliance with contract.

**E. Priority and Exclusivity**

“All sand/ salt placed in Town’s Sand / Salt Shed will become the property of the Town of Wayne at the end of the contract. All sand/ salt shall be used exclusively for the purposes of this Contract.

**F. General Supervision**

The Town has the right to inspect road maintenance operations within its boundaries, and notify the Contractor of any problems, errors or non-performance. The Town's Road Commissioner may order that work be done in a satisfactory manner, as determined by Road Commissioner (11. Supervision and Control).”

1. Must plow to end of Lincoln Point Road (to Camp Road Gate) and not block gate.
2. Must plow to end of Gott Road (past Cedar Point Road (PVT) and not block residence at end of road
3. Do not block footbridge

**G. Priorities**

The contract states, “The Road Commissioner will set the priorities in the maintenance of primary and secondary roads, said priority to be followed by the Contractor. The Contractor requires all primary and secondary roads to be plowed and sanded.

## **H. Performance Bond and Insurance.**

The contract states, *“The Contractor must furnish an Annual Contract Bond, or similar instrument, by **October 15th** of each year of this Contract that is satisfactory to the Town. The bond must be in the amount equal to 100% of the PERFORMANCE portion of this contract.”*

The Town still doesn't have a performance bond on file, along with Certificate of Insurance, and State Predetermination Paperwork.

## **I.Harrassment:**

At no time, will the Contractor will threaten, harass, bully, retaliate with anyone while in the performance of this contract. While you serve as the Town's contractor, you represent the Town. Any complaints will be investigated by the Town Manager and adjudicated by the Select board. And, if the contractor is found guilty, this will be considered breach of contract.

I would encourage to take this notice seriously. Your cooperation is essential to service the needs of Wayne's residents. If you don't make the necessary changes, you could be subject to breach of contract.

# *Town of Wayne*

P.O. Box 400; 48 Pond Road  
Wayne, ME 04284  
Phone: (207) 685-4983 Fax: (207) 685-3836  
<http://www.waynemaine.org>

## **Winter Highway Maintenance: Sanding, Salting and Snowplowing**

### **Bid Specifications for a 4-Year Contract Term: July 1st, 2018 to June 30th, 2021 Advertisement for Bids**

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

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

**Bids due no later than Thursday January 5 19, 2017 at 1:00 PM.**

**Bids opened on Thursday January 5 19, 2017 at 1:00 PM.**

**Bids awarded on Tuesday January 10 24, 2017 at 6:30 PM by Selectboard**

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

# Town of Wayne

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Phone: (207) 685-4983 Fax: (207) 685-3836  
<http://www.waynemaine.org>

The **Town of Wayne, Maine**, by and through its Municipal Officers, the Board of Selectmen (referred to as "**Town**"), and "**Contractor**" which is a partnership / corporation (referred to as "**Contractor**") to perform winter highway maintenance: sanding, salting and snowplowing for the following fiscal years: **July 1st, 2017 to June 30th, 2018** of the first year; **July 1st, 2018 to June 30th, 2019** of the second year; **July 1st, 2019 to June 30th, 2020** of the third year; and **July 1st, 2020 to June 30th, 2021** of the fourth year; **2018, 2019, 2020 and 2021**, with a renewal option for **2022**.

## **SPECIFICATIONS FOR CONTRACT**

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 has approximately **29.70** miles of roads that it wishes to have maintained (See **Attachment A**).

### **1. SERVICES: WHAT AND WHEN**

The successful bidder (hereinafter referred to as the "**Contractor**") agrees to sand as well as remove ice and snow from town ways ("roads") and other designated areas listed in **Attachment A**. The term of this contract shall begin on **July 1st, 2017** and expire on **June 30th, 2021**, unless extended by the Town.

### **2. OPTION TO EXTEND**

The Town reserves and is granted the option to extend this contract for one (1) additional year, at the terms and conditions set forth herein. The Town must exercise its option by sending written notice thereof to the Contractor no later than **May 1, 2021**.

### **3. INDEPENDENT CONTRACTOR & SUBCONTRACTORS**

The Contractor and its agents and employees, during the performance of this contract, shall act as an independent contractor, and not as officers or employees of the Town. The Contractor will employ all personnel needed to fulfill the obligations of this contract. The Contractor will be solely responsible for complying with applicable state and federal laws, including, but not limited to workers' compensation law, employment security law and minimum wage law.

As an independent contractor, the Contractor is also responsible for maintaining the equipment in a safe, operable and legal condition. This Contract and any of its rights, duties and obligations hereunder may not be assigned or subcontracted by the Contractor without the written consent of the Town of Wayne Board of Selectmen. Such consent shall not be unreasonably withheld. Prior to consenting to assignment of this Contract, or any portion thereof, the Wayne Board of Selectmen will have the right to request operational, financial, and insurance data regarding the proposed assignee.

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## 4. MAINTENANCE REQUIREMENTS

- A.) The Contractor will commence plowing and sanding operations when snow on the roads listed in Attachment A have reached a depth of one inch if the snow is wet, and two inches if it is dry, or at any time the Town of Wayne Road Commissioner feels it is necessary for the Contractor to plow/sand. Operations will continue until the roads are cleared of snow to the outside of the road shoulders. (All references in this Contract to the Road Commissioner shall include any of the Road Commissioner's agents or assigns.) Once plowing operations have commenced, the accumulation of snow on road surfaces shall not exceed one inch (if snow is wet) and two inches (if snow is dry) prior to being plowed again. During severe storms or drifting, plows will be operated so as to maintain two-way traffic. Immediately after the extreme conditions, snow will be removed to the outside of the road shoulders. The Contractor must have supervisory personnel and all plow truck personnel must have a cell phone available with them in vehicles situated so that messages of urgency can reach the plowing or sanding vehicles within a fifteen-minute period.
- B.) The Contractor will follow the Maine Department of Transportation's methods and precautions of plowing and sanding. Such methods and practices as excessive speed of plows and disregard of mailboxes must be controlled by the Contractor and will be monitored by the Road Commissioner or his agent.
- C.) The sanders shall be put into operation as soon as the roads become slippery and shall continue as long as the roads remain slippery.
- D.) The Contractor is responsible for providing the sand necessary for the operations required under this Contract. Please indicate on the bid form the price per cubic yard for sand to the Town. The Town will provide the rock salt. All sand purchased by the Contractor will be equal to or greater than the quality specified and used by the State of Maine. The Contractor agrees to pay particular attention to the sanding of hills, curves and intersections, and to apply extra sand and salt to areas that need extra plowing and sanding, and other locations when advisable in the opinion of the Road Commissioner.
- E.) The Contractor will remove compacted snow from the roads, insofar as possible, so at least three and one half feet (3-1/2') of shoulder will be exposed on each side of the roadway.
- F.) The Contractor will reimburse the Town for the replacement of guardrails, guardrail posts, signs, sign posts or guard posts which are damaged by reason of snow removal operations under this Contract, if the Road Commissioner determines that such damage reasonably could have been avoided.

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- G.) The Contractor will perform contracted duties for the Town before proceeding to any other private contracts.
- H.) The Road Commissioner will set the priorities in the maintenance of primary and secondary roads, said priority to be followed by the Contractor.
- I.) When a mailbox, post or other property is damaged by any-part of the plow truck, the Contractor will replace the damaged items as soon as reasonably possible, after being notified, provided the following conditions were in effect before the mailbox/post was bit:
- The mailbox was at the height of 40" to 42" from the road surface.
  - The face of the mailbox must be 18" from the edge of pavement if possible.
  - The wooden part of the structure was not rotten. If there is a difference of opinion as to the under grading of the structure, then the Road Commissioner will make the final decision.
  - The mailbox, post or other property was not damaged prior to being bit. The Contractor shall notify the Town Manager of any damaged mailboxes and or post structures prior to the plowing season.
  - The mailbox, post or other property was located beyond the Town's right of way limits.
- J.) At no time shall a snow bank at any intersection exceed three (3) feet in height. All snow banks that exceed that height will be removed or pushed back in a timely manner unless such pushing back infringes on private property.

## 5. SAND AND SALT

The Contractor will supply, deliver and stockpile at the Town of Wayne's Sand and Salt Shed located on the Fairbanks Road, all the sand required to properly carry out the Contractor's duties under this Contract. All labor and equipment necessary to stockpile the sand will be the responsibility of the Contractor. All sand will be equal to or better than the quality specified and used by the State of Maine. The ratio of sand/ salt shall not be greater than 15 to 1. The Contractor will be responsible for loading sand into the-trucks.

The Town has the right to bid and purchase the salt with other communities or organizations so as to obtain the lowest purchase price for the Town and deliver it at a mutually agreed upon time with the Contractor. The Town is responsible for purchasing an estimated **300**

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**tons** of salt annually. The Contractor will be responsible for cleaning the area outside of the sand/salt shed. The clean-up work will be done no later than **May 15th** of each year of this Contract and will include the removal of all sand and salt debris from winter operations. All sand/ salt placed in Town's Sand / Salt Shed will become the property of the Town of Wayne at the end of the contract. **All sand/ salt shall be used exclusively for the purposes of this Contract.**

An initial stockpile of sand in a quantity of approximately **1,500 cubic yards** (or to the capacity of the sand/salt shed) will be delivered to the Wayne Sand/ Salt Shed no later **October 15th** of each of year or this Contract. An additional **1,000 cubic yards** of sand will be delivered when space becomes available in the Wayne Sand /Salt Shed. The Contractor is responsible for having **200 cubic yards** of sand/salt mixture available for use by residents of the community during each year of this Contract. The Contractor is responsible for ensuring that the **"Resident Sand/ Salt Shed"** area used by Wayne residents only is replenished as necessary and clear of snow and ice for safe transit.

The Contractor is responsible for having an additional **30 tons** of salt for "hot loads" available as needed during the contract year. It is estimated that up to **2,750 cubic yards** annually of sand will be needed to fulfill the terms of this Contract for the Town of Wayne. **Any additional sand required to meet the contractual performances standards will be the Contractor's responsibility and the Contractor will not be reimbursed even if such amounts exceed the estimates set forth above.**

In May of each contract year, a representative of the Town will meet with the Contractor to discuss the past year's use of sand and salt and to determine any corrective course of action to be implemented in the coming year, such as the need for more sand and salt etc.

## 6. REQUIRED EQUIPMENT & MANPOWER

At any time that the Contractor is required to plow or sand, a minimum of two (2) trucks and one (1) four wheel drive (either 3/4 ton or one ton pick-up truck) will be on the roads performing the Contractor's duties. Below is a list of suggested equipment needed to fulfill the contracted requirements with the Town. The Contractor must have available for use at all times equipment with the capacity and/or the equivalency of the equipment listed below:

- A. A minimum of two (2) trucks of at least 38,000 G.V.W., each equipped with a snowplow, wing and a sander used for the Town and another truck of at least 38,000 G.V.W., equipped with a snowplow, wing and a sander for back-up use. The sanders will have a capacity of at least 6 cubic yards
- B. One (1) four-wheel drive ¾-ton or one-ton truck equipped with a plow and sander used for the Town and another four-wheel drive ¾-ton or one-ton truck equipped with a plow and sander for back-up use.

# Town of Wayne

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- C. One (1) front-end loader/ backhoe for loading sand/salt and moving snow with a minimum bucket capacity of one (1) cubic yard and another front-end loader/backhoe for back-up use.
- D. A grader equipped with a wing capable of scraping ice and snow from the roadways.
- E. All vehicles required under (A) and (B) will be in operation during the occurrence of any storm and used exclusively for the purpose of fulfilling the intent of this Contract.
- F. The Contractor, his agents and employees, during the performance of this Contract, will act as independent agents and not as employees or agents of the Town of Wayne. Adequate manpower needed to fulfill the obligations of this Contract will be employed by the Contractor who will be solely responsible for complying with applicable Federal and State laws, including but not limited to, worker's compensation law, employment security law and minimum wage law. As an independent contractor, the Contractor is also responsible for maintaining equipment in a safe, operable and legal condition.
- G. In addition to the vehicles listed in Section 6 (A) and (B) above, the Contractor will be responsible for having back up equipment as necessary to meet the obligations of this contract.
- H. The equipment referred to in Section 6 must be maintained by the Contractor in good mechanical condition, and is subject to periodic inspection by the Town's designee. Each vehicle must be identified as the **Contractor's and display a truck number**. The equipment must be ready for inspection by **October 15th** of each of the year of this Contract. The Contractor will make reasonable modifications to equipment if requested by the Town Manager / Road Commissioner. The Town may employ the expertise of a professional to assist them with this inspection. Failure of equipment to pass this inspection will constitute a breach of this Contract.
- I. The contractor's equipment and operators must reside within a reasonable distance from the Town's Sand/ Salt Shed to allow the Contractor to begin plowing within 30 minutes of being contacted.

## 7a. **PERFORMANCE BOND**

The Contractor must furnish an Annual Contract Bond, or similar instrument, by **October 15th** of each year of this Contract that is satisfactory to the Town. The bond must be in the amount equal to 100% of the **PERFORMANCE** portion of this contract. The **PERFORMANCE** portion of this contract is 80% of the total contract price.

# Town of Wayne

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Wayne, ME 04284

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<http://www.waynemaine.org>

## 7b. INSURANCE

The Contractor will maintain liability insurance that names the Town as an additional insured in an amount not less than the amount established by the Maine Tort Claims Act (currently \$400,000) per occurrence, for personal injury, death and property damage claims which may arise from snow removal or sanding operations under this contract.

In addition, the Contractor shall provide evidence of insurance or financial resources sufficient to satisfy the requirements of the Workers' Compensation Act. The Contractor will provide to the Town the Certificate of Insurance coverage required by this contract no later than **October 15th** of each contract year.

## 8. BILLS AND CLAIMS

As an independent contractor, the Contractor is responsible for all bills for labor, material, equipment and other expenses or obligations that are incurred in the performance of this Contract. The Town will not pay any such bills.

## 9. BREACH OF CONTRACT

If the Contractor fails to perform according to the terms of this contract at the time and in the manner specified, that failure would constitute a breach of contract.

In the event of a breach, the Town (through its Town Manager or his/her agent) will immediately give oral notice to the Contractor that there has been a breach of contract. The Contractor must cure the breach within a reasonable time. "Reasonable time" may vary depending on the nature of the breach, and road and weather conditions. In the event that the Contractor still does not (for whatever reason) perform the duties within the time stated, the Town will have the following options:

- A.) **Terminate the Contract.** The Town may terminate the contract by sending the Contractor a written notice stating the reason for termination and the date of termination. The Contractor will be paid for all work which is satisfactorily done up to the date of termination. The remainder of any money due the Contractor under this contract may be used to obtain another contractor to maintain the roads. Likewise, money from the Contractor's Performance Bond may be used to cover this cost.
- B.) **Substitution.** The Town may require a substitute contractor to plow and sand the roads for any period of time the Town considers necessary. This substitution will be paid with money from the Performance Bond. If there are problems obtaining the Performance Bond money, substitutions will be paid from the remainder of any funds due to the Contractor (but unearned) under this Contract.
- C.) **Legal.** The Town may also seek any other legal remedies available to enforce this Contract. In the event that the Contractor disagrees with the actions taken by the Town, both parties shall place the issue or issues of disagreement with an arbitrator

# Town of Wayne

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

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

<http://www.waynemaine.org>

appointed by the Superior Court, County of Kennebec. Proceedings shall be determined by the Uniform Arbitration Act, 14 M.R.S.A. 5927 et seq. and the decision reached by the Arbitrator shall be binding on the parties. The cost for arbitrations will be divided evenly between the Town seeking arbitration and the Contractor.

## 10. INDEMNIFICATION

In addition to the coverage provided by insurance and bonding herein, the Contractor agrees to hold the Town harmless for any claim for death, injury, property damage or other loss which may result from the Contractor's performance of road maintenance under this contract. In the event that such a claim is made against the Town, the Contractor will defend the Town, and the Contractor will pay any and all amounts (indemnification) for which the Town may be held liable in a legal action for such claims. The Contractor shall also reimburse the Town for any direct or indirect expense incurred in the defense of such claims, including, but not limited to, legal fees and costs.

## 11. SUPERVISION AND CONTROL

As an independent contractor, the Contractor has the right and responsibility to supervise and control the Contractor's employees, agents and equipment. The Town has the right to inspect road maintenance operations within its boundaries, and notify the Contractor of any problems, errors or non-performance. The Town's Road Commissioner may order that work be done in a satisfactory manner, as determined by Road Commissioner.

## 12. COMMUNICATION

The Contractor shall designate one or more telephones where the Contractor can be reached during every storm and available to receive communication from the Town. All vehicles used to plow and sand will have cellular communications.

Contractor Phone Number: \_\_\_\_\_

Truck Phone Numbers: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

All communications to and by the Town will be made through the following alternative chain of command: (1) Town Manager / Road Commissioner (2) Town Office ("Town Clerk" or "Tax Collector") staff during regular office hours, (3) Chairman, Board of Selectmen (4) Remaining Board of Selectmen members.

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13. **NOTICE**

All written notices shall be sent by certified mail, return receipt requested to the addresses set forth on the first page of this invitation or to any other addresses for which written notice shall have been subsequently.

14. **CONSIDERATION AND PAYMENT SCHEDULE**  
**(See Attached Bid Form Page #3)**

15. **ASSIGNMENT**

This contract, and any rights, duties and obligations hereunder, may not be assigned or subcontracted by the Contractor without the written consent of a majority of the Board of Selectmen.

16. **CONTRACT BINDING**

All of the Contractor's rights, duties and obligations under this contract shall be binding upon and inure to the benefit of the Contractor's successors in interest, legal representatives, and assigns approved by the Wayne Board of Selectmen.

17. **COMPLIANCE**

The Town insists upon strict compliance with this Contract. No prior waiver or failure to insist upon any term or terms shall prevent the Town from enforcing any requirement or provision.

18. **AMENDMENT, SEVERABILITY, JURISDICTION**

This contract can be amended only by written consent of the Town and the Contractor. If any part of this contract is declared by a court to be void or unenforceable, the rest of the contract continues to be valid and effective. The laws of the State of Maine govern this Contract.

19. **CONTRACT: CONDITIONS OF APPROVAL, SUMMARY**

The Contractor will have one contract with the Town for Winter Highway Maintenance: Sanding, Salting and Snowplowing.

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## **ATTACHMENT A**

Roads covered by this contract, with approximate mileage of each:

### **ROAD NAME: \_\_\_\_\_ MILEAGE:**

#### **Roads North of Rt. 133**

Innes Ridge Road (Kents Hill Rd to T/L)	.51
Kents Hill Road (North Wayne Rd. to end)	.81
Church Street	.11
North Wayne Road	2.18
Farnham Road	.12
Hathaway Road (North Wayne Road to T/L)	.20
Cross Rd. (Rte. 133 to N. Wayne Road)	.32
Lovejoy Pond Road (Walton Road to T/L)	1.06
Walton Road	1.88
Richmond Mills Road (Pond Road to T/L)	.48
Pond Road	1.88
Berry Road/ King's Highway	1.72
Green Tue Road (Rte. 133 to end)	.71
Maxim Road	.97
Lord Road (Rte. 133 to turn around)	.89
<u>Christmas Tree Lane</u>	<u>.10</u>
<b>Subtotal:</b>	<b>13.94</b>

#### **Roads South of Rt.133**

Tucker Road/Strickland Ferry Road (Rt. 219 to T/L )	2.58
Cove Road (Rt. 219 to T/L)	.61
Whispering Pines Circle	.23
Coolidge Road (Rte.133 to end)	.33
Leadbetter Road (Coolidge Road to end)	.60
Memorial Park Lane	.15
Lake Street	.09
Old Winthrop Road	2.19
Gott Road (Old Winthrop Road to end)	.53
Morrison Heights Road	1.44
Lincoln Point Road	.30
Hardscrabble Road	2.30
Dexter Pond Road	.60
House Road	.40
Mt. Pisgah Road (Old Winthrop Road to T/L)	1.29
Fairbanks Road	1.17
Besse Road (Rte. 133 to stone wall turnaround)	.80
<u>Mill Street/ Bridge Street</u>	<u>.15</u>
<b>Subtotal:</b>	<b>15.76</b>

**Total** **29.70**

Town of Wayne, Maine- Winter Highway Maintenance: Sanding, Salting and Snowplowing Contract  
Specifications for FY 2018 - 2021

# Town of Wayne

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In witness whereof, the parties, or their duly authorized agents, execute this agreement on the ~~10~~ 24th day of January, 2017.

FOR THE TOWN OF WAYNE

FOR THE CONTRACTOR

\_\_\_\_\_  
Town Manager

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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**Town of Wayne, Maine**  
**Winter Highway Maintenance: Sanding, Salting and Snowplowing Contract Specifications**  
**FY 2018 - 2021**

**BID FORM**

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

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

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

<b>Year 1:</b>	<b>July 1st, 2017 to June 30th, 2018</b>	_____
<b>Year 2:</b>	<b>July 1st, 2018 to June 30th, 2019</b>	_____
<b>Year 3:</b>	<b>July 1st, 2019 to June 30th, 2020</b>	_____
<b>Year 4:</b>	<b>July 1st, 2020 to June 30th, 2021</b>	_____
<b>Year 5:</b>	<b>July 1st, 2021 to June 30th, 2022 (Renewal Option)</b>	_____

---

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

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

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

Name of Signer: \_\_\_\_\_

\_\_\_\_\_

Title of Signer: \_\_\_\_\_

\_\_\_\_\_

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

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

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

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## Municipal Charters

### MMA Legal Services Information Packet

*This packet is intended for general informational purposes only. It is not meant, nor should it be relied upon, as legal advice in any particular situation. Links to documents herein are provided as examples for informational purposes only and have not been reviewed by MMA Legal Services. Do not use any sample unless it has been reviewed by your legal counsel. The information herein is not a substitute for consultation with legal counsel and legal review or other specific guidance on the subject. The statutes and other information herein are only current as of the date of publication.*

Date of last revision: 9/2019

### This packet includes the following attachments:

- [Title 30-A M.R.S. §§ 2101 - 2109](#)
- [Maine Constitution, Article VIII, Part Second](#)
- ["Municipal Charters," Maine Townsman](#), August 1992
- ["Some Advice on Charters," Maine Townsman](#), August 1992
- ["Charter Revision or Charter Amendment?" Maine Townsman](#), "Legal Notes," May 1982
- MMA [Municipal Clerks Manual](#), chapter 5 and appendix 4

### Important issues and considerations include:

#### I. Municipal Home Rule

Municipalities are legal corporations and political subdivisions of the state but have no inherent authority or responsibilities; they derive their powers and duties solely from the state, which is the "sovereign" power. Before 1969, municipalities had only those powers expressly conferred by the state Legislature (by so-called "enabling" laws) and powers that were implied from or incidental to such laws or were essential to the purposes of local government. However, since the adoption of municipal "home rule" by Maine in 1969, Maine municipalities have power to legislate on all matters of a local or municipal character unless denied expressly or by clear implication ("preempted") by the state Legislature (Me. Const., Art. VIII, pt. 2, §1). This includes the power to adopt or amend municipal charters by local referendum election without the involvement of the Legislature (see 30-A M.R.S. §§ 2101-2109, linked above) as well as the power to enact ordinances on most subjects without the necessity of State enabling laws (see 30-A M.R.S. § 3001).

#### II. Home Rule Charters

Although Maine law does not specifically define "charter," it is generally understood to mean a single document setting forth a plan of municipal government comparable to the State and federal constitutions. Typically, a charter specifies the form of government (e.g., town meeting-selectmen, town meeting-selectmen-manager or council-manager), the distribution of legislative, executive and other powers, the delegation of various legal and administrative functions, and the procedures for making and implementing budgetary decisions, among other things. In this sense, it is fundamentally different from the special act of the Legislature by which each town and city in Maine was incorporated or "chartered." For purposes of this packet, "charter" means a document drafted and adopted pursuant to the home rule powers (see "Municipal Home Rule" above) or enacted by the Legislature before home rule and now subject to amendment or revision according to the statutory procedures for home rule charters (see 30-A M.R.S. §§ 2101-2109 attached). Approximately 80 of Maine's 490 municipalities have adopted home rule charters.

Establishment of a charter commission is a prerequisite to adoption or revision of a charter. Once the commission has been elected, the municipal clerk must "immediately" notify its members of the commission's organizational meeting at least 7 days in advance (30-A M.R.S. § 2103). Within 30 days after the organizational meeting, the commission must hold a public hearing (with at least 10 days' published newspaper notice) "to receive information, views, comments and other material relating to its functions." Within 9 months after its election, the commission must prepare and circulate a preliminary report proposing a charter (or charter revision). Within 12 months after its election (subject to a 12-month extension for certain reasons; see 30-A M.R.S. § 2103(5)(E)), the commission must submit a final report to the municipal officers (see "Adoption Procedure" above). The commission continues in existence for 30 days after submitting its final report unless judicial review is sought, in which case it continues until review and any appeals are finally completed. It is strongly recommended that the commission work closely with an experienced municipal attorney.

The municipality must provide its charter commission with suitable office space and with reasonable access to facilities for holding public hearings free of charge. The municipality may also contribute clerical and other assistance to the commission and shall permit it to consult with and obtain advice and information from municipal officers, officials and employees during ordinary working hours. Within 20 days after the members of a charter commission are elected and appointed, the municipal officers shall credit \$100 to the charter commission account. A municipality may appropriate additional funds to the charter commission account. These funds may be raised by taxation, borrowed or transferred from surplus with approval of the municipal legislative body. The charter commission account may also receive funds from other public or private sources, except that no contribution of more than \$5 may be accepted from any source other than the municipality, unless the name and address of the person or agency donor and the amount of the contribution are disclosed in writing filed with the clerk. Prior to its termination, the charter commission must file with the clerk a complete account of all its receipts and expenditures for public inspection. Any balance remaining in its account shall be credited to the municipality's surplus account.

## VI. Revisions and Amendments

Maine law also sets out specific procedures for revising or amending a municipal charter. Basically, a charter "revision" is a fundamental change in the form of government as established by the charter, while a charter "amendment" is merely a change or correction of *detail*. There are very few Maine cases addressing this distinction. A 2006 Maine Superior Court decision held that a proposal to limit the number of special town meetings on budget issues and limit the manner of voting to referendum only was a charter revision as it substantially altered the existing budget process in the town. *Karytko v. Town of Kennebunk*, 2006 WL 2959505 (York Cty., Oct. 10, 2006). Courts in other states with similar statutory schemes have held that an amendment "only amends, alters, or improves within the lines of the original charter," while a revision "totally disrupts, cancels, abrogates or makes inoperable the original charter." *Midland v. Arbury*, 38 Mich.App.771 (1972)(finding a provision making city manager subject to voter recall a revision). See also, *Albert v. Laconia*, 134 NH 355 (NH 1991)(changes that eliminated council seats but left council/manager form of government unchanged were amendments). For additional discussion, see "Charter Revision or Charter Amendment?" *Maine Townsman*, linked above. The difference is important because, while revisions are subject to the same procedures as for charter adoptions, including the establishment of a charter commission, amendments do not require a commission and may be initiated directly, either by order of the municipal officers or through a petition process (30-A M.R.S. § 2104).

**Revision Procedure.** A revision may be initiated in the same way that charter adoption is initiated: (1) the municipal officers may order a referendum question asking the voters to establish a charter commission to revise the charter, or (2) the same citizen petition process applicable to creation of a charter (i.e., affidavit of petitioner's committee, petition, etc.) may be used to start the revision process. The same procedures and time frames for electing and appointing commission members is also used. See "Adoption Procedure," above.

**Amendment Procedure.** Charter amendments may be initiated by order of the municipal officers, or may be proposed through a citizen petition process. Each amendment must be limited to a single subject, but more than one section of a charter may be amended as long as the amendments are germane to a single subject. If the municipal officers initiate an amendment, they must, by order, provide for notice and hearing on the proposed amendment(s). Hearing notice must be published in a newspaper at least 7 days in advance and must contain the text and a brief explanation of the proposed amendment. Within 7 days after the hearing, the municipal officers must order the proposed amendments placed on a ballot at the next regular municipal election held at least 30 days after the order is passed, or they may order a special election to be held at least 30 days after the order. As noted above, it is recommended that the 60 day filing deadline contained in 30-A M.R.S. § 2528 be adhered to as well.



## Forms of Government

There are two basic forms of local government in Maine.

There is the "direct" form, often referred to as the town meeting form of government, in which the town meeting serves as the legislative body, passing laws, approving the spending of monies. Then there is the "representational" form, in which an elected council serves as the legislative body.

There are five basic variations of these two forms.

### Town Meeting-Selectmen Form of Government

This is the most common in Maine; currently 209 municipalities in Maine have this form of government. It has been called by some the "purest form" of democracy. The town meeting, serving as the legislative arm of the government, usually meets one day a year, usually in March and April. At that time the meeting passes any needed laws (ordinances) for the orderly governing of the town, approves a budget, and levies the taxes. It also elects various town officers including the board of selectmen, which serve in a part-time capacity as the executive arm of the government, administering, enforcing, and carrying out the decisions made by the town meeting. State laws grant the board some legislative powers as well when it comes to regulating vehicles, public ways, and public property. Many towns who find the part-time nature of the board of selectmen is not enough and a full-time manager is too much, hire an administrative assistant to the selectmen. Currently 52 towns have done so. The difference between the assistant and the manager is not so much the duties they perform but in the source and degree of authority they have. One Maine town - Sanford (pop. 20,500) - adopted a so-called "representative" town meeting form of government in 1935. Attempts to switch to a council form of government in Sanford have yet to be successful.

### Town Meeting-Selectmen-Manager

This is the second most common form of local government in Maine. As municipalities grow in size, as state and federal regulations increase in number and complexity, many a municipality (currently, the number is 135) has hired a manager to administer the town government. Under this form of government, the board of selectmen continue to serve as the town's executive body; the only difference is that they now can attend more to issues of policy, now that they have an administrator to oversee the daily operations of the municipality. Towns may adopt the town manager form of government either by adopting the state's Statutory Town Manager Plan or by adopting - via charter - their own custom-designed plan. In either case, the manager is responsible directly to the selectmen. The towns of Mapleton (pop. 1,950), Castle Hill (pop. 470) and Chapman (pop. 452) are unique in Maine in that they share in the services of a single manager.

### Council-Town Meeting-Manager

In this variation of the town meeting form of government, the legislative functions of government are shared between the town meeting and an elected council. The most common scenario is to have the town meeting vote on the budget and have the council tend to all other legislative functions. Currently 20 municipalities in Maine have this hybrid form of government.

### Local Government in Maine

- [Overview & Links](#)
- [Citizen Education](#)
- [Becoming Involved](#)
- [Forms of Government](#)
- [Local Government in Maine Book](#)
- [Grassroots Lobbying](#)
- [Guide to Property Tax](#)
- [Ordinances & Home Rule](#)
- [Running for Local Office](#)
- [Tax Data & Statistics](#)
- [Municipal Websites](#)
- [Citizen's Guide to Town Meeting](#)

### Related Links

- [Maine Town & City](#)
- [Local Government in Maine Book](#)
- [Town Manager Plan](#)
- [Election Dates Report](#)

Kennebec County  
Municipality Form of Government Charter Inventory

Name	City/ Town	Form of Govt.	Charter	2010 Pop.
Albion	Town	Town Meeting- Selectboard		2,041
Augusta	City	Mayor-Council-Manager	x	19,136
Belgrade	Town	Town Meeting- Selectboard-Manager		3,189
Benton	Town	Town Meeting- Selectboard		2,732
Chelsea	Town	Town Meeting- Selectboard-Manager	x	2,721
China	Town	Town Meeting- Selectboard-Manager		4,328
Clinton	Town	Town Meeting- Selectboard-Manager	x	3,486
Farmingdale	Town	Town Meeting- Selectboard	#	2,956
Fayette	Town	Town Meeting- Selectboard-Manager	#	1,140
Gardiner	City	Mayor-Council-Manager	x	5,800
Hallowell	City	Mayor-Council-Manager	x	2,381
Litchfield	Town	Town Meeting- Selectboard-Manager		3,624
Manchester	Town	Town Meeting- Selectboard-Manager		2,580
Monmouth	Town	Town Meeting- Selectboard-Manager		4,104
Mount Vernon	Town	Town Meeting- Selectboard		1,640
Oakland	Town	Town Meeting-Council- Manager	x	6,240
Pittston	Town	Town Meeting- Selectboard		2,666
Randolph	Town	Town Meeting- Selectboard		1,772
Readfield	Town	Town Meeting- Selectboard-Manager	#	2,598
Rome	Town	Town Meeting- Selectboard		1,010
Sidney	Town	Town Meeting- Selectboard	#	4,208
Unity Twp.	Unincorporated	N/A	N/A	43
Vassalboro	Town	Town Meeting- Selectboard-Manager		4,340
Vienna	Town	Town Meeting- Selectboard		570

Kennebec County  
Municipality Form of Government Charter Inventory

<b>Name</b>	<b>City/ Town</b>	<b>Form of Govt.</b>	<b>Charter</b>	<b>2010 Pop.</b>
Waterville	City	Mayor-Council-Manager	x	15,722
Wayne	Town	Town Meeting- Selectboard-Manager		1,189
West Gardiner	Town	Town Meeting- Selectboard		3,474
Windsor	Town	Town Meeting- Selectboard-Manager		2,575
Winslow	Town	Council-Manager	x	7,794
Winthrop	Town	Council-Manager	x	6,092

\* Charter

# Administrative Code

## **Town News – February 2020**

Your second installment of property taxes is **due by January 31, 2020**. Interest will begin to accrue on February 1, 2020 at 7% per annum.

Any dog not registered will be assessed a \$25.00 late charged after **Saturday February 1, 2020**. Dog tags are available at the Town Office., if you contact the Town Office for details.

Winter is here! Winter sand is available for residents use at home on Fairbanks Road near the Town Sand/ Salt Shed, only two buckets per storm.

Please take notice, Maine State Law: 29-A, M.R.S.A. §2396, prohibits any person from placing in the public way snow or slush that has not accumulated there naturally.

This month the **Planning Board** will be meeting on **Wednesday February 5th, 2020 at 6:30 PM** at the **Wayne Town Office**.

In observation of **Presidents' Day, Monday February 17, 2020**, the Town Office will be closed.

This month the **Selectboard** will be meeting on **February 4** and **February 18 at 6:30 PM** at the **Wayne Town Office**

The Town's **Assessor Agent** Robert Duplisea from RJD Appraisal will be available by appointment on **Monday February 24, 2020** to answer any questions you might have about your assessment or tax bill. Please contact, the Town Office to schedule an appointment.

**To: Board of Selectmen**  
**From: Aaron Chrostowsky, Town Manager**  
**Re: Poverty Abatement Case – updated**

**Date: 02/04/2020**

She and her husband are recently separated. She in a difficult situation due to her estranged husband.

	<u>2019</u>
<b><u>Income</u></b>	
Business Income	
Medicaid	
Other Income (Food Stamps)	\$2,328
Other Income (LiHeap)	\$432
Pension (Deceased Spouse)	
Social Security	7,380
SSI	
TANF	
Unemployment Comp.	
Veteran's Benefits	
Wages	
Worker's Comp.	
<b>Total Monthly Income</b>	<b>\$845</b>
<b>Total Annual Income</b>	<b>\$10,140</b>
<b><u>Expenses</u></b>	
Auto	\$814
Auto Insurance	\$383
Debt Service	
Road Assoc. (\$150)	\$12.50
Plowing (\$250)	\$20.83
Doctors/ Dentist	\$131
Electricity	\$644
Food	\$3,068
Heating/ Cooking Fuel	\$45
House Insurance	\$567
Household Supplies	\$412
Medical Insurance (MaineCare)	
Other (Septic)	
Other (Road Assoc.)	\$325
Other (Plowing)	\$450
Other (PO Box)	\$90
Personal Supplies	\$747
Prescriptions	\$50
Property Taxes	\$4,466.65
Telephone/Internet/ Cable	\$319
<b>Total Monthly Expense</b>	<b>\$1,045.42</b>

<b>Total Annual Expense</b>	<b>\$12,544.98</b>
<i>Net Gain/ Loss (monthly)</i>	<i>-\$200.42</i>
<i>Net Gain/ Loss (annually)</i>	<i>-\$2,404.98</i>
<b>Taxes Owed</b>	<b>\$4,466.65</b>

**Conclusion/ Recommendation:**

Does not show capacity to pay property taxes all years examined. Recommend poverty abatement for at least one year – FY 19-20.

Also, recommend, the following:

- Contact Rural Community Action Ministry for further assistance (home weatherization);
- Continue to make regular (monthly) property tax payments;
- Consider applying for General Assistance;
- Consider contracting Pine Tree Legal;
- Send Pam Chenea, AAH Outreach Coordinator discuss services;
- Send Assessor Agent over to review property for errors in assessment and discuss property tax exemption programs for FY 20-21 property taxes;
- Re-submit application in 12 months for FY 20-21 property taxes;