

Town of Wayne Board of Selectmen

MEMBERS: Gary Kenny, Stephanie Haines, Peter Ault, Don Welsh and Jon Lamarche

Meeting Agenda

Date: Tuesday, April 19, 2016

Time: 6:30 PM

Place: Wayne Elementary School – Gymnasium

Call Meeting to Order.

Pledge of Allegiance.

Selectmen Present / Quorum.

Meeting Minutes.

- a. **Consider approving of meeting minutes of the Wayne Board of Selectmen – April 5, 2016.**
Manager Recommendation: Move the Board to approve meeting minutes of the Wayne Board of Selectmen – April 5, 2016.

Warrants.

- a. **Consider approving of Payroll Warrant #42.**
Manager Recommendation: Move the Board to approve Payroll Warrant #42.
- b. **Consider approving of Accounts Payable Warrant #43.**
Manager Recommendation: Move the Board to approve Accounts Payable Warrant #43.

Business Agenda.

- a. **Consider amending Yard Sale Ordinance.**
Manager Recommendation: Move the Board to direct the Planning Board to amend the Ordinance for 2016 Annual Town Meeting.
- b. **Consider Appointment of Election Clerks.**
Manager Recommendation: Move the Board to sign Certificate of Appointment for Election Clerks.
- c. **Consider signing Warrant and Notice of Election Calling Regional School Unit No. 38 Budget Validation Referendum.**
Manager Recommendation: Move the Board to sign Warrant and Notice of Election Calling Regional School Unit No. 38 Budget Validation Referendum.
- d. **Discuss signing Cable Television Franchise Agreement with Time Warner Cable.**
Manager Recommendation: Discussion Only

Supplements / Abatements.

None

Town Manager Report.

Board Member Reports.

Public Comments.

Adjourn.

The next regularly scheduled **Board of Selectmen Meeting** is scheduled for **Tuesday May 3, 2016** at **6:30 PM** at the Wayne Elementary School - Gymnasium.

**Town of Wayne, Maine
Select Board Meeting Minutes
Tuesday April 5, 2016
Wayne Elementary School**

Call Meeting to Order/ Selectmen Present

Gary Kenny determined quorum and called meeting to order at 6:30 PM with the following members present: Peter Ault, Stephanie Haines, Gary Kenny, Jonathan Lamarche and Don Welsh.
Others Present: Aaron Chrostowsky, Town Manager and Cathy Cook, Town Clerk

Audience: None

Pledge of Allegiance

Meeting Minutes

- a. A motion was made to approve the meeting minutes of the Board of Selectmen on March 22, 2016. (Haines/Lamarche) (5/0)

Warrants

- a. The Board approved Warrant #40 (Payroll) in the amount of \$5,979.36. (Welsh/Ault) (5/0)
- b. The Board approved Warrant #41 (Accounts Payable) in the amount of \$195,773.82. (Welsh/Haines) (5/0)

Business Agenda

- a. The Board moved to accept proposal for the Town of Fayette Inclusion at the Readfield-Wayne Transfer Station. (Lamarche/Haines) (5/0)
- b. The Board moved to authorize the Town Manager to sign Letter of Intent with Kennebec Valley Council of Government for Household Hazardous Waste Disposal Event. (Lamarche/Welsh) (5/0)
- c. The Board moved to adopt Inclement Weather Policy. (Haines/Welsh) (5/0)
- d. The Board moved sign letter of support for ConnectME Authority Grant. (Haines/Welsh) (5/0)
- e. The Board discussed adoption Policy Guidelines for the Distribution of Resources from the Ladd Family Discretionary General Assistance Fund. Consensus was to table approving policy until the Town Manager consults with Ladd family.

Abatements/Supplements: None

Town Manager Report:

- a. Nomination papers available for Board of Selectmen, Local School Board, and RSU #38 Board of Directors.

- b. Bob Stephenson and Betsy Bowen suggested the Town Office offer a place for posting of odd jobs to help senior citizens, and anyone who needs help, with odd jobs. Town Manager checked with Town Attorney and he said the town will not be liable just for offering a place for posting of jobs.

Board Member Reports: None

Public Comments: None

- a. Executive Session: 1 MRSA §§ 405 (6) A Personnel – (Town Manager Review)
Executive Session, 1 MRSA §§ 405 (6) C Real Estate – (Former Pettengill Property)

The Board moved to enter into Executive Session at 7:09 PM, 1 MRSA §§ 405 (6) A Personnel and 1 MRSA §§ 405 (6) C Real Estate. (Haines/Welsh) (5/0)

The Board moved to exit into Executive Session at 8:19 PM, 1 MRSA §§ 405 (6) A Personnel and 1 MRSA §§ 405 (6) C Real Estate. (Welsh/Haines) (5/0)

No action taken.

Adjourn.

Motion to Adjourn at 8:25 PM. (Welsh/Haines) (5/0)

The next Select Board Meeting is scheduled for Tuesday, April 19, 2016 at 6:30 p.m. at the Wayne Elementary School Gymnasium.

Recorded by:
Aaron Chrostowsky, Town Manager

Select Board Members

Gary Kenny

Stephanie Haines

Peter Ault

Don Welsh

Jonathan Lamarche

YARD SALE ORDINANCE

SECTION 1. INTENT AND PURPOSE.

The provisions contained in this Ordinance are intended to prohibit the infringement of any businesses in any area of the Town of Wayne by regulating the term and frequency of yard sales, so as not to disturb or disrupt the residential environment of the area.

SECTION 2. DEFINITIONS.

For the purpose of interpreting the provisions of this Ordinance the following terms shall have the meaning given herein:

A. Personal Property shall mean and include property which is owned, utilized, and maintained by an individual or members of his or her residence and acquired in the normal course of living or maintaining a residence. It does not include merchandise which was purchased for resale.

B. Yard Sale shall mean and include all general sales, open to the public, conducted from or on any residential premise for the purpose of disposing of personal property including but not limited to all sales entitled "garage," "lawn," "attic," "porch," "barn," "flea market," or "rummage sale."

C. Donated Personal Property shall mean the personal property of persons other than those residing on or owning the premises where the sale is to take place, such personal property being donated to, or being conducted by, a tax exempt religious, charitable, or civic organization, and the entire proceeds of the sale being donated to, or retained by, the sponsoring religious, charitable or civic organization.

D. Residential Premises shall mean any lot of land along with any buildings thereon within the Town of Wayne.

SECTION 3. PERMITTED SALES.

A. No person shall sell or offer for sale personal property from any residential premises, as defined herein, except as permitted by this SubSection. Only the sale of donated personal property or personal property, as defined herein, shall be permitted to be sold from residential premises, and only after issuance to the seller of a permit for such purposes, as follows:

(1). A permit shall be issued by the Code Enforcement Officer, or Town Office personnel designated by the Selectmen, upon application by the owner of the premises on which the sale is to take place at the Wayne Town Office or other location designated by the Selectmen. Said application shall be made prior to the date of the sale, and show the date(s) of the sale, location, and person(s) conducting the sale. A fee of \$1.00 shall be paid upon application. The permit must be available for inspection by the Code Enforcement Officer during the sale. The seller or owner of the premises on which the sale is to be conducted may include personal property owned by others in the sale.

(2). No permit shall be issued for sales of personal property upon residential premises for a period of more than three (3) consecutive days, and no more than two (2) permits shall be issued for such sales upon a residential premises in any one calendar year. Unsold articles shall be

removed from public view within six (6) hours following the sale:

SECTION 4. SIGNS:

One two faced sign of not more than four (4) square feet may be placed at the location of the sale for the duration of the sale only. Any directional signs placed to direct traffic to the sale will be removed immediately at the close of the sale.

SECTION 5. EXCEPTIONS.

Occasional exposure for sale of not more than three (3) items of personal property is exempt from the permit requirements of this Ordinance unless such exposure for sale shall be considered to be intending to avoid the provisions of this or the Wayne Zoning Ordinance. Such exposure shall be considered to be intending to avoid the provisions of the Ordinances if the exposure is frequent and/or continuous and involves changing items, or items not owned by the person on whose property they are exposed for sale. The burden shall be on the property owner on whose property the items are exposed for sale to provide, if requested by the Code Enforcement Officer, information which clearly substantiates that no intention to avoid the provisions of the Ordinance exists. Failure to do so shall cause the requirements of this Ordinance to apply and the items removed per the provisions of Section 6.

SECTION 6. VIOLATIONS AND ENFORCEMENT.

Property owners conducting or permitting sales of personal property regulated by this Ordinance on their property without the necessary permits shall be in violation of the Ordinance. Such person (s) shall be notified by the Code Enforcement Officer in writing to remove from public view all signs and articles for sale, and to cease sale activities at the premises within six (6) hours of notification. Persons so notified and failing to do so shall be subject to a fine of not more than \$100.00.

GIVEN OUR HANDS ON THIS 15th DAY OF JUNE 1987

TOWN OF WAYNE BOARD OF SELECTMEN

Donald D. Gatti, Chairman

Joan A. Hazzard

Robert D. Ault

RETURN

I, Sherwood Mullen, do certify that I have warned and notified the inhabitants of the Town of Wayne of the date, time and purpose of the within warrant by posting copies of this warrant at the Wayne General Store, Wayne Post Office, Wayne Corner Store, and Wayne Town Office on June _____, 1987

ATTEST:

Sherwood Mullen, Resident of Wayne

**Certificate of Appointment
Elections Clerks
Town of Wayne**

Municipality of: Wayne

The undersigned municipal officers of the Town of Wayne do hereby vote to appoint and confirm the following persons to serve as Elections Clerks, with the terms of office to expire on April 30, 2018.

Elections Clerks (2 Year Term) 2014-2016 Title 21-A, Sec. 503

Ault, Wendy (R)
Barrett, Linda (R)
Behrendt, Leo (D)
Jackson, Dorothy (D)
Kindig, Linda (R)
Lovejoy, Anita (R)
Morrill, Margaret (D)
Murray, Michelle (D)
Petell, Bev (D)
Petell, Dave (D)
Reynolds, Joshua (R)
Vautour, Jean (R)

Given under our hands on this 19th day of April, 2016

The persons listed above have been duly appointed and confirmed as **Elections Clerks**, in said municipality and took the oath necessary to qualify for office and perform the duties thereof for the above-stated term according to law.

Before me,

Town Manager

**WARRANT AND NOTICE OF ELECTION
CALLING REGIONAL SCHOOL UNIT NO. 38
BUDGET VALIDATION REFERENDUM
(20-A M.R.S. §1486)**

TO: Donna Foster, a resident of Regional School Unit No. 38 composed of the Towns of Manchester, Mount Vernon, Readfield, and Wayne, State of Maine.

In the name of the State of Maine, you are hereby ordered to serve upon the municipal clerks of each of the municipalities within Regional School Unit No. 38, namely, the Towns of Manchester, Mount Vernon, Readfield, and Wayne, an attested copy of this warrant and notice of election. Service shall be in hand within three (3) days of the date of this warrant and notice of election. The municipal clerks of the above municipalities shall immediately notify the respective municipal officers. The municipal officers shall meet forthwith and countersign this warrant and notice of election. The municipal officers shall provide below for the respective municipal clerks to post or have posted this warrant and notice of election.

**TOWN OF WAYNE
REGIONAL SCHOOL UNIT BUDGET VALIDATION REFERENDUM
WARRANT AND NOTICE OF ELECTION**

Kennebec County, ss.

State of Maine

TO: Cathy Cook, Clerk of Wayne: You are hereby required in the name of the State of Maine to notify the voters of this municipality of the election described in this warrant and notice of election.

TO THE VOTERS OF WAYNE:

You are hereby notified that the Regional School Unit budget validation referendum election will be held at the Ladd Recreation Center, 26 Gott Road in the Town of Wayne on Tuesday, June 14, 2016 for the purpose of determining the following referendum questions:

- Question 1: Do you favor approving the Regional School Unit No. 38 school budget for the upcoming school year that was adopted at the latest Regional School Unit budget meeting?
- Question 2: Do you wish to continue the budget validation referendum process in Regional School Unit No. 38 for an additional three years?

INFORMATIONAL NOTE ON QUESTION 2:

A "YES" vote will require Regional School Unit No. 38 to continue to conduct a referendum to validate its annual school budget for the next three years.
A "NO" vote will discontinue the budget validation referendum for at least three years and provide instead that the annual school budget shall be finally adopted at a meeting of the voters of Regional School Unit No. 38.

The polls must be opened at 8:00 a.m. and closed at 8:00 p.m.

The Registrar of Voters shall hold office hours while the polls are open to correct any error in or change a name or address on the voting list; to accept the registration of any person eligible to vote and to accept new enrollments.

A person who is not registered as a voter may not vote in any election.

Given under our hand this day, April 13, 2016 at Readfield, Maine.

<u>Jan</u>	<u>Elizabeth J. Lincocle</u>
<u>John E. Fama</u>	_____
<u>[Signature]</u>	_____
<u>Melissa B. O'Neal</u>	_____
<u>Terri J. Watson</u>	_____
<u>Patricia L. Gunn</u>	_____
<u>Betty J. Moree</u>	_____

A majority of the School Board of Regional School Unit No. 38

A true copy of the Warrant and Notice of Election, attest: Donna Foster
Donna Foster, Resident
of Regional School Unit No. 38

Countersigned this _____ day of _____, 2016 at Wayne, Maine.

_____	_____
_____	_____
_____	_____

A majority of the municipal officers of the Town of Wayne

A true copy of the Warrant and Notice of Election, attest: Cathy Cook
Cathy Cook, Town Clerk
Town of Wayne

AN AGREEMENT GRANTING A CABLE TELEVISION FRANCHISE TO TIME WARNER CABLE NORTHEAST LLC TO CONSTRUCT, OPERATE AND MAINTAIN A CABLE TELEVISION SYSTEM IN THE TOWN OF WAYNE MAINE; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; AND PROVIDING FOR REGULATION AND USE OF THE SYSTEM.

WHEREAS, the public interest will be served by the granting of a non-exclusive franchise to Time Warner Cable Northeast LLC to erect, install, construct, reconstruct, maintain, operate, dismantle, test, repair, replace, retain, and use a Cable Television System in, upon, along, across, above, over, under or in any manner connected with the streets, lanes, avenues, sidewalks, alleys, bridges, and highways, and other public places in the Town of Wayne as the same now or in the future may exist, for the purpose of transmission and distribution of Cable Services servicing the inhabitants of said Town, and other purposes, for a period of fifteen (15) years, and regulating same.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SELECTMEN OF THE Town of Wayne:

SECTION 1
SHORT TITLE

This agreement shall be known and cited as the "Time Warner Cable Northeast LLC Cable Television Franchise Agreement". Within this document it shall also be referred to as "this Franchise" or "the Franchise".

SECTION 2
DEFINITIONS

For purposes of this Franchise, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

- A) "Basic Service" means that service tier which includes the retransmission of local television broadcast signals.
- B) "Cable Television System" or "System" means a facility consisting of a set of closed transmission paths associated signal generation, reception, and control equipment that is designed to provide Cable Services and which is provided to multiple subscribers within the Town. Such term does not include:
 - 1) A facility that serves only to retransmit the television signals of one (1) or more television broadcast stations;
 - 2) A facility that serves subscribers without using any public right-of-way;
 - 3) A facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that

such facility shall be considered a cable system to the extent such facility is used in the retransmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services;

- (4) An open video system that complies with section 653 of the Communications Act of 1934 as amended; or
 - 5) Any facilities of any electric utility used solely for operating its electric utility systems.
- C) "Cable Service" means (1) the one-way transmission to subscribers of video programming (i.e., programming provided by, or generally comparable to programming provided by, a television broadcast station) and other programming; and (2) subscriber interaction, if any, which is required for the selection or use of such video programming.
- D) "FCC" means the Federal Communications commissions or any successor thereto, having jurisdiction over cable television.
- E) "Force Majeure" means a strike, acts of God, acts of public enemies, orders of any kind of a government of the United States of America or of the State or any of their departments, agencies, political subdivisions; riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, tornadoes, volcanic activity, storms, floods, washouts, droughts, civil disturbances, explosions, labor unrest, shortage of materials or supplies, partial or entire failure of utilities or any other cause or event not reasonably within the control of the disabled party.
- F) "Grantee" means Time Warner Cable Northeast LLC, its agents, lawful successors, transferees or assignees.
- G) "Gross Revenues" shall mean all revenues from the operation of the System within the franchise area received by Grantee from Subscribers from the basic service tier of programming and for any optional tier of programming service (including premium and pay-per-view services), customer equipment and installation charges, disconnection and reconnection charges, revenues from advertising sales less agency fees and home shopping revenues. Gross revenues shall not include that share of fees remitted to suppliers from programming services, deposits, refunds and credits made to subscribers, bad debt, non-subscriber revenues, revenue from Subscribers designated by Grantee as payment of its franchise fee obligation, or any taxes imposed on the services furnished by Grantee herein which are imposed directly on the Subscriber or user by the local or any governmental unit and collected by Grantee on behalf of that governmental unit.
- H) "Person" means any corporation, partnership, proprietorship or organization authorized to do business in the State or any natural person.
- I) "Public Property" means any real property other than a street owned by any governmental unit.

- J) "State" means the State of Maine.
- K) "Street" means the surface of and the space above and below any street, road highway, freeway, lane, path, way, alley, court, sidewalk, boulevard, parkway, drive, or any public easement or right-of-way now or hereafter held by the Town including poles, wires, cables, conductors, ducts, confluents, vaults, manholes, amplifiers, appliances, attachments and other property as may be ordinarily necessary and pertinent to a System.
- L) "Subscriber" means a member of the general public who legally receives broadcast programming distributed by a cable television system and does not further distribute it.
- M) "Town" shall mean the Town of Wayne, and any area annexed thereto from time to time. For purposes of this Agreement, any annexation shall become effective within sixty (60) days of the Town's written notification to Grantee of the annexation including a complete and accurate listing of the affected addresses.

SECTION 3
GRANT OF AUTHORITY

For the purposes of constructing, operating and maintaining a System in the Town, Grantee may erect, install, construct, repair, replace, relocate, reconstruct and retain in, on, over, under, upon, across and along the Streets, including over public rights-of-way and through easements, within the Town such lines, cables, conductors, ducts, confluents, vaults, manholes, amplifiers, appliances, pedestals, attachments and other operating equipment as are necessary and pertinent to the operation of the System.

SECTION 4
COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES

- A) This Franchise is granted pursuant to the terms and conditions contained herein. Such terms and conditions shall be subordinate to all applicable provisions of state and federal laws, rules and regulations.
- B) Grantee's rights are subject to the police powers of the Town to adopt and enforce ordinances of general applicability necessary to the health, safety and welfare of the public that are not otherwise inconsistent with the terms and conditions of this Franchise. Grantee shall comply with all generally applicable laws and ordinances enacted by the Town pursuant to that power.

SECTION 5
TERRITORIAL AREA INVOLVED

This Franchise is granted for the territorial boundary of the Town. In the event of annexation by the Town, any new territory shall become part of the area covered upon sixty (60) days advance written notice by the Town to the Grantee.

SECTION 6
FRANCHISE TERM

This Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Agreement. The Franchise shall continue in full force and effect for a period of fifteen (15) years from such effective date unless renewed, revoked or terminated sooner as herein provided.

In the event any change to local, state or federal law occurring during the term of this Franchise eliminates the requirements for any persons desiring to construct, operate or maintain a cable system, or other system capable of providing video services, in the Town to obtain a franchise from the Town for the construction, operation or maintenance of a cable system, then, at Grantee's sole option, Grantee shall have the right immediately to terminate this Franchise. If Grantee chooses to terminate this Franchise pursuant to this provision this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.

Furthermore, in the event any change to local, state or federal law occurring during the term of this Franchise materially alters the regime of cable franchising applicable to any persons desiring to construct, operate or maintain a cable system, or other system capable of providing vide services, in the Town in a way that reduces the regulatory or economic burdens for such persons, then, at Grantee's sole option, Grantee shall have the right immediately to amend this Franchise to take advantage of such regime change to similarly reduce the regulatory or economics burdens on Grantee.

It is the intent of this section that, at Grantee's election, Grantee shall be subject to no more burdensome regulation under this Franchise than any other persons that might construct, operate or maintain a cable system, or other system capable of providing video services, in the Town.

SECTION 7
FRANCHISE NON-EXCLUSIVE

The Franchise granted herein is non-exclusive. The Town specifically reserves the right to grant, at any time, one or more additional franchises for a System in accordance with state and federal law; provided, however, no such future franchise shall be granted on terms more favorable or less burdensome than those contained herein.

SECTION 8
WRITTEN NOTICE

All notices or demands required to be given under this Franchise shall be deemed to be given when delivered personally to the persons designated below or upon the date actually received as evidenced by registered or certified mail receipt addressed as follows:

If to the Town: Town Manager
Town of Wayne
PO Box 400
Wayne, ME 04284

If to Grantee: Time Warner Cable
Attn: Local Franchising
400 Old County Road
Rockland, ME 04841

With a copy to: Time Warner Cable
Attention: Law Department/Regulatory
60 Columbus Circle
New York, NY 10023

Such addresses may be changed by either party upon notice to the other party given as provided in this Section.

SECTION 9
REPAIR OF STREETS AND PROPERTY

Any and all Streets or Public Property or private property which are disturbed or damaged by the Grantee during the construction, repair, replacement, relocation, operation, maintenance or reconstruction of the System shall be promptly repaired by Grantee to a condition as good as that prevailing prior to Grantee's work.

SECTION 10
CONSTRUCTION AND USE OF FACILITIES

- A) Subject to the Town's generally applicable permitting procedures, the Grantee shall have the right to erect and maintain its own poles at locations as it may find necessary for the proper construction and maintenance of the Cable Television System. Approval shall be procured by the Grantee from the proper Town department providing for the erection of these poles. The Town agrees that such prior approval shall be granted on a timely basis and will not be unreasonably withheld.
- B) The Grantee's transmission and distribution system poles, wires, appurtenances, shall be located, erected, and maintained, so as not to endanger or interfere with the lives of persons or to interfere with any improvements the Town may deem proper to make or to unnecessarily hinder or obstruct the free use of the streets, alleys, bridges, sidewalks, or other public property. Removal or relocation of poles or equipment when necessary to avoid such interference shall be at the Grantee's expense. However, if any user of the street or right of way is compensated for such removal or relocation, Grantee shall be similarly compensated.
- C) The Cable System shall be installed in accordance with good engineering practice, so as not to unreasonably interfere with the right of the public or individual property owner and shall not

interfere unduly with the travel and use of public places by the public during the construction, repair, or removal thereof, and shall not unduly obstruct or impede traffic. For all new residential structures in which undergrounding is required by the Town, the builder, subdivider, or developer of such structure, at his sole cost and expense shall provide, in accordance with Grantee's current specifications, all conduits, trenches to buildings point of entry, from the boundary of the development, back fill and restoration of the trench area.

- D) The Grantee shall maintain its System so that its facilities shall conform to the pattern of the existing public utility facilities, subject to the right of the Town to require relocation, either overhead or underground, of all such utility facilities when the Town determines that such relocation is necessary and in the public interest but not for arbitrary and capricious reasons. The costs of any such relocation shall be prorated among all affected parties and if any other user of the street or public right of way is compensated for such relocation, Grantee shall be similarly compensated.
- E) The Grantee shall maintain its System so that poles and other structures of public utilities which are available shall be used to the extent practicable and subject to Grantee's ability to obtain such use on reasonable terms and conditions. Before placing or setting new poles, the Grantee shall file any requested notice of such intention with the Town.
- F) Whenever by reason of the construction, repair, maintenance, relocation, widening, raising, lowering of the grade, or vacation of any street by the Town for rehabilitating any section of the Town, it shall be deemed necessary by the Town for the Grantee to move, relocate, change, alter or modify any of its facilities or structures, such change, relocation, alteration or modification shall be promptly made by the Grantee. Any such relocation shall be at the Grantee's expense unless any other user of the street or public right of way is compensated for such relocation in which case the Grantee shall be similarly compensated. In the event the Grantee, after such notice, fails or refuses to commence, pursue or complete such relocation work within a reasonable time, the Town shall have the authority, but not the obligation, to remove or abate such structures of facilities and to require the Grantee to pay to the Town the cost of such relocation, alteration, or modification. If the Grantee fails to complete in a timely manner, any relocation requested by the Town and the Town incurs any costs resulting from such delay, the Grantee shall be liable to the Town for such costs.
- G) The Grantee shall, upon request of any person holding building moving permit or permit to move oversized loads issued by the Town, temporarily raise or lower its wires to permit the moving of buildings or oversized loads. The expense of such temporary removal or raising or lowering of the wires shall be paid by the person requesting the same and Grantee shall have the authority to require such payment in advance. The Grantee shall be given not less than seventy-two (72) hours advance notice to arrange for such temporary changes.
- H) The Grantee shall have the authority to trim trees upon and overhanging the streets of the Town as to prevent the branches of such trees from coming in contact with the Grantee's wires and cables.

- I) All work undertaken in connection with the construction, reconstruction, maintenance, operation or repair of the Grantee's System shall be subject to and governed by all State and Federal laws, rules and regulations including those of the FCC and any other federal agency having jurisdiction.

SECTION 11
LEGAL OBLIGATIONS

- A) The Grantee shall, at its sole cost and expense, indemnify, defend and hold harmless the Town, its officers, boards, commissions, agents and employees, against and from any and all claims, demands, causes of actions, suits, proceedings, damages, liabilities and judgments of every kind arising out of or due to the Grantee's construction or operation of the System in the Town, including but not limited to damages for injury or death or damages to property, real or personal, and against all liabilities to others and against all loss, cost and expense, resulting or arising out of any of the same. However, Grantee shall not be required to hold harmless and indemnify the Town for any claims arising out of the negligence of the Town, its officers, boards, commissions, Board of Selectmen, elected officials, agents or employees. The Town shall indemnify and hold harmless Grantee from any damage or claims resulting from any acts of the Town, its officers, boards, commissions, Board of Selectmen, elected officials, agents or employees, including but not limited to any acts committed by the Town in connection with its use of the System and work performed by the Town on, or adjacent to, the Cable System.
- B) The Grantee shall, at the sole risk and expense of the Grantee, upon demand of the Town, appear in and defend any and all suits, actions, or other legal proceedings, whether judicial, quasi-judicial, administrative, or otherwise brought or instituted or had by third persons or duly constituted authorities, against or affecting the Town, its officers, boards, commission, agents, or employees, arising out of or due to the Grantee's construction or operation of the System in the Town.
- C) The Grantee shall pay and satisfy and shall cause to be paid and satisfied any judgment, decree, order, directive, or demand, rendered made or issued, against the Grantee, the Town, its officers, boards, commissions, agents or employees, for the foregoing; and such indemnity shall exist and continue without reference to or limitation by the amount of any bond, policy of insurance, deposit, undertaking or other assurance required hereunder or otherwise.
- D) In order for the Town to assert its rights to be indemnified, defend and held harmless, the Town must:
- 1) Promptly notify Grantee of any claim or legal proceeding which gives rise to such right;
 - 2) Afford Grantee the opportunity to participate in and fully control any compromise, settlement, resolution or disposition of such claim or proceeding; and
 - 3) Fully cooperate in the defense of such claim and make available to Grantee all such information under its control relating thereto.

SECTION 12
LIABILITY INSURANCE

- A) Grantee shall maintain, throughout the term of this Franchise, liability insurance insuring the Town and the Grantee with regard to all damages mentioned in Section 11 above in the following minimum amounts:
- 1) One Million Dollars (\$1,000,000) for bodily injury or death to any one person;
 - 2) One Million Dollars (\$1,000,000) for bodily injury or death resulting from any one accident; and
 - 3) One Million Dollars (\$1,000,000) for all other types of liability.
- B) Upon request of the Town, Grantee shall furnish to the Town satisfactory a certificate of insurance evidencing that an insurance policy has been obtained and is in full force and effect.

SECTION 13
PERFORMANCE STANDARDS

- A) The Grantee shall construct, operate and maintain its System according to the specifications of the FCC.
- B) The Grantee shall at all times employ a reasonable standard of care to prevent failures or accidents which are likely to cause damages, injuries or nuisances to the public.
- C) Subject to the requirements of the FCC, the Grantee shall provide a parental control device capability for a reasonable charge, upon request, to any subscriber.

SECTION 14
TRANSFER OR ASSIGNMENT OF FRANCHISE

The rights granted herein shall not be transferred or assigned by the Grantee without written notice to the Town. Notwithstanding the foregoing, no notice shall be required for any transfer or assignment of the franchise to any entity controlling, controlled by or under the same common control as the Grantee.

SECTION 15
FRANCHISE RENEWAL

This Franchise shall be renewed in accordance with applicable state and federal law.

SECTION 16
FORCE MAJEURE

If by reason of a Force Majeure any party is unable in whole or in part to carry out its obligations hereunder, that party shall not be deemed to be in violation or default during the continuance of such inability.

SECTION 17
SERVICE AREA

- A) Residents in those areas with density of at least fifteen (15) homes per mile as measured from the nearest point of usable trunk, shall be provided service upon payment of the standard installation charge and applicable monthly fees; except that installations requiring aerial drops in excess of one hundred fifty (150) feet or underground installations shall be considered a non-standard installation to be charged to the subscriber at Grantee's actual cost of installation.
- B) Service to homes not meeting those density requirements of paragraph (A) above shall be provided on a time plus material basis.
- C) Grantee is not required to extend its system or construct plant within private rights-of-way for which Grantee is unable to secure easements or other rights of access on reasonable terms and conditions.
- D) The Company agrees to cooperate with the Town in applying for line extension grants for areas that do not meet minimum density requirements.
- E) Grantee shall continue to provide one free drop and basic cable service without charge to each location already receiving service as of the signature date of this agreement and located within one hundred fifty feet (150') of Grantee's cable system and capable of an aerial installation.

SECTION 18
UNAUTHORIZED CONNECTIONS OR MODIFICATIONS

- A) It shall be unlawful for any Person, without the expressed consent of the Grantee to make any connection, extension, or division whether physically, acoustically, inductively, electronically or otherwise with or to any segment of the System for any purpose whatsoever.
- B) It shall be unlawful for any Person to willfully interfere, tamper, remove, obstruct or damage any part, segment or content of the System for any purpose whatsoever.
- C) It shall be unlawful for any Person to construct, operate or maintain a System without having first applied for and received a franchise from the Town.
- D) Any Person convicted of a violation of this Section shall be subject to all federal, state and local penalty provisions which penalty provision are incorporated herein by reference.

SECTION 19
FRANCHISE FEE PAYMENTS

Subject to applicable law, the Grantee shall pay to the Town a franchise fee in the amount of three percent (3%) of the Grantee's annual Gross Revenues (the "Franchise Fee"). Subject to the five percent cap, Grantor may revise the Franchise fee with 90 days written notice to Company. The Franchise Fee shall be due and payable on March 1 of each year for the previous calendar year. The Town shall have the right to inspect, at the Grantee's business office during normal business hours, the books and financial records of the Grantee compiled in the ordinary course of business necessary to verify Franchise Fee payments. The Franchise Fee shall be deemed to reimburse the Town for the rights granted herein and for all costs of regulation and administration of the Franchise.

SECTION 20
CONSENT/APPROVALS

Where in this document consent and/or approval of the Town is required, such consent or approval shall be timely delivered and not unreasonably withheld.

SECTION 21
SEVERABILITY

If any term, condition or Section of this Franchise or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition or Section to persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Franchise and all the terms, conditions and Sections hereof shall, in all other respects, continue to be effective and to be complied with.

SECTION 22
PUBLIC, EDUCATIONAL, GOVERNMENTAL (PEG)

The Company and Town shall meet and negotiate in good faith, the use of one (1) access channel as it meets the needs and interest of the community and the Town.

SECTION 23
ENTIRE AGREEMENT

This Franchise contains the entire understanding between the parties with respect to the subject matter hereof and supersedes all other prior understandings and agreements oral or written. This agreement may not be modified except in writing signed by both parties.

Passed and adopted this ____ day of _____, 2016.

TOWN OF WAYNE, MAINE

Witness:

BY: _____
Aaron Chrostowsky
Its: TOWN MANAGER

Accepted by Time Warner Cable Northeast LLC

BY: _____
Mark Fitzpatrick, SVP CFO Residential Services

DATE: _____

Expense Summary Report

Fund: 1
ALL Months

Account	Budget Net	YTD Net	Unexpended Balance	Percent Spent
100 - General Admin	228,109.00	188,829.74	39,279.26	82.78
01 - Salaries	147,219.00	115,219.04	31,999.96	78.26
01 - Selectmen	7,162.00	3,581.10	3,580.90	50.00
05 - Town Manager	46,752.00	37,766.40	8,985.60	80.78
15 - Treasurer	3,000.00	1,500.00	1,500.00	50.00
20 - Tax Collector	21,805.00	18,189.58	3,615.42	83.42
25 - Town Clerk	22,619.00	19,106.54	3,512.46	84.47
35 - Meeting Clerk	1,257.00	0.00	1,257.00	0.00
70 - Med/Fica	7,907.00	5,988.42	1,918.58	75.74
75 - Health Insurance	33,360.00	28,617.00	4,743.00	85.78
80 - Retirement	2,480.00	0.00	2,480.00	0.00
81 - Income Protection plan	877.00	470.00	407.00	53.59
02 - Operating Expense	27,250.00	27,763.77	-513.77	101.89
01 - Office Expense	4,000.00	4,373.43	-373.43	109.34
05 - Travel expenses	2,000.00	739.90	1,260.10	37.00
10 - Training Expense	3,000.00	1,428.69	1,571.31	47.62
15 - Maintenance and Repairs	0.00	145.31	-145.31	----
20 - Dues	2,300.00	4,880.00	-2,580.00	212.17
25 - Computer Repairs	1,500.00	1,541.47	-41.47	102.76
30 - Computer Software	8,500.00	9,436.32	-936.32	111.02
35 - Website	750.00	1,101.64	-351.64	146.89
40 - Town Report	1,000.00	55.00	945.00	5.50
45 - Sunshine Fund	200.00	110.88	89.12	55.44
50 - Tax Administration	4,000.00	3,917.56	82.44	97.94
55 - Election supplies	0.00	33.57	-33.57	----
03 - Contractual	50,840.00	42,450.20	8,389.80	83.50
01 - Legal Services	15,000.00	9,972.69	5,027.31	66.48
05 - Audit Services	5,040.00	5,040.00	0.00	100.00
07 - Bookkeeping Assistance	1,000.00	0.00	1,000.00	0.00
15 - Insurance	20,000.00	16,726.00	3,274.00	83.63
20 - Rent	6,700.00	6,656.00	44.00	99.34
25 - Copier lease	3,100.00	4,055.51	-955.51	130.82
05 - Utilities	2,800.00	2,087.23	712.77	74.54
01 - Telephone	2,800.00	2,087.23	712.77	74.54
65 - Unclassified	0.00	1,309.50	-1,309.50	----
01 - Contigent	0.00	1,309.50	-1,309.50	----
101 - Debt Service	103,785.00	103,774.38	10.62	99.99
15 - Debt Service	103,785.00	103,774.38	10.62	99.99
05 - North Wayne Road Bond	37,155.00	37,144.39	10.61	99.97
15 - Old Winthrop Road Bond	66,630.00	66,629.99	0.01	100.00
102 - Elections & Hearings	2,500.00	610.61	1,889.39	24.42
01 - Salaries	1,500.00	450.00	1,050.00	30.00
41 - Elections clerk	1,500.00	450.00	1,050.00	30.00
02 - Operating Expense	1,000.00	160.61	839.39	16.06
01 - Office Expense	1,000.00	160.61	839.39	16.06
103 - General Assistance	3,000.00	1,545.13	1,454.87	51.50
10 - Social Services/Community Serv	3,000.00	1,545.13	1,454.87	51.50
85 - General Assistance	2,500.00	1,545.13	954.87	61.81

Expense Summary Report

Fund: 1
ALL Months

Account	Budget Net	YTD Net	Unexpended Balance	Percent Spent
103 - General Assistance CONT'D				
87 - Ladd Alternative GA	500.00	0.00	500.00	0.00
104 - Fire Department	53,995.00	26,740.42	27,254.58	49.52
01 - Salaries	13,995.00	5,027.59	8,967.41	35.92
50 - Chief Officers stipends	6,000.00	2,420.27	3,579.73	40.34
52 - Firefighter stipends	7,000.00	2,250.00	4,750.00	32.14
70 - Med/Fica	995.00	357.32	637.68	35.91
02 - Operating Expense	40,000.00	21,712.83	18,287.17	54.28
60 - Fire Operations	22,000.00	19,779.99	2,220.01	89.91
61 - Fire Communications	4,000.00	1,932.84	2,067.16	48.32
62 - Fire Equipment	14,000.00	0.00	14,000.00	0.00
105 - Assessing	22,000.00	19,600.00	2,400.00	89.09
02 - Operating Expense	1,800.00	1,800.00	0.00	100.00
75 - GIS Maps	1,800.00	1,800.00	0.00	100.00
03 - Contractual	20,200.00	17,800.00	2,400.00	88.12
30 - Assessing/Mapping	14,400.00	17,800.00	-3,400.00	123.61
35 - Quarterly review	5,800.00	0.00	5,800.00	0.00
106 - Animal Control	5,180.00	3,505.27	1,674.73	67.67
01 - Salaries	3,230.00	1,614.75	1,615.25	49.99
55 - Animal control officer	3,000.00	1,500.00	1,500.00	50.00
70 - Med/Fica	230.00	114.75	115.25	49.89
10 - Social Services/Community Serv	1,950.00	1,890.52	59.48	96.95
90 - Humane Society	1,950.00	1,890.52	59.48	96.95
107 - Code Enforcement	16,214.00	10,537.86	5,676.14	64.99
01 - Salaries	12,514.00	10,282.86	2,231.14	82.17
56 - Code Enforcement Officer	11,625.00	9,552.06	2,072.94	82.17
70 - Med/Fica	889.00	730.80	158.20	82.20
02 - Operating Expense	2,700.00	0.00	2,700.00	0.00
20 - Dues	2,700.00	0.00	2,700.00	0.00
65 - Unclassified	1,000.00	255.00	745.00	25.50
30 - Ordinance & Mapping	1,000.00	255.00	745.00	25.50
108 - Public Safety	32,920.00	30,543.67	2,376.33	92.78
03 - Contractual	26,420.00	24,802.31	1,617.69	93.88
40 - Ambulance	9,810.00	9,809.25	0.75	99.99
45 - Sheriff Dept	4,000.00	3,480.00	520.00	87.00
50 - PSAP Dispatching	12,610.00	11,513.06	1,096.94	91.30
05 - Utilities	6,500.00	5,741.36	758.64	88.33
20 - Street lights	6,500.00	5,741.36	758.64	88.33
109 - Roads	306,343.00	274,754.04	31,588.96	89.69
03 - Contractual	163,593.00	145,685.55	17,907.45	89.05
55 - Parking Lot Plowing	3,600.00	3,435.00	165.00	95.42
60 - Road Plowing	155,493.00	139,943.35	15,549.65	90.00
75 - Roadside mowing	3,500.00	2,307.20	1,192.80	65.92
80 - Landfill mowing	1,000.00	0.00	1,000.00	0.00
05 - Utilities	500.00	356.39	143.61	71.28

Expense Summary Report

Fund: 1
ALL Months

Account	Budget Net	YTD Net	Unexpended Balance	Percent Spent
109 - Roads CONT'D				
05 - Electricity	500.00	356.39	143.61	71.28
25 - ROADS	142,250.00	128,712.10	13,537.90	90.48
01 - Roads Administration	2,000.00	1,802.59	197.41	90.13
05 - Brush/Tree removal	13,000.00	16,272.98	-3,272.98	125.18
10 - Calcium chloride	8,000.00	11,419.96	-3,419.96	142.75
15 - Sweeping	3,500.00	125.00	3,375.00	3.57
20 - Patching	4,000.00	3,595.65	404.35	89.89
30 - Signs	3,000.00	4,129.33	-1,129.33	137.64
35 - Painting	750.00	293.34	456.66	39.11
40 - Culverts	15,000.00	7,834.29	7,165.71	52.23
45 - Gravel	25,000.00	25,275.81	-275.81	101.10
46 - Winter salt	20,000.00	6,383.15	13,616.85	31.92
70 - Grading	8,000.00	7,490.00	510.00	93.63
75 - Ditching	40,000.00	39,177.00	823.00	97.94
80 - Catch Basin	0.00	4,913.00	-4,913.00	----
110 - Transfer Station	118,498.00	87,340.46	31,157.54	73.71
02 - Operating Expense	4,250.00	2,418.75	1,831.25	56.91
80 - Hazardous waste	1,000.00	0.00	1,000.00	0.00
85 - TS Backhoe Rental	3,250.00	2,418.75	831.25	74.42
03 - Contractual	114,248.00	84,921.71	29,326.29	74.33
65 - Transfer Station Operations	107,998.00	84,921.71	23,076.29	78.63
66 - Transfer Station CIP	6,250.00	0.00	6,250.00	0.00
111 - Outside Agencies	25,698.00	25,113.09	584.91	97.72
10 - Social Services/Community Serv	25,698.00	25,113.09	584.91	97.72
01 - Library	6,000.00	6,000.00	0.00	100.00
10 - Archival board	600.00	15.59	584.41	2.60
15 - Messenger	2,000.00	2,000.00	0.00	100.00
20 - Cemetery Association	3,500.00	3,500.00	0.00	100.00
25 - Rural Community Action	3,700.00	3,700.00	0.00	100.00
30 - Senior Spectrum	1,004.00	1,004.00	0.00	100.00
35 - Hospice	1,000.00	1,000.00	0.00	100.00
40 - Family Violence	1,000.00	1,000.00	0.00	100.00
45 - Maine Public Broadcasting	100.00	100.00	0.00	100.00
50 - Kennebec Valley Behavioral Hea	1,600.00	1,600.00	0.00	100.00
60 - Red Cross	1,200.00	1,200.00	0.00	100.00
65 - Sexual Assault Crisis Support	417.00	416.50	0.50	99.88
66 - Crisis & Counseling Center	1,977.00	1,977.00	0.00	100.00
67 - Community Health and Counselin	100.00	100.00	0.00	100.00
94 - Winthrop Food Pantry	1,500.00	1,500.00	0.00	100.00
112 - Recreation	18,233.00	10,899.16	7,333.84	59.78
02 - Operating Expense	4,300.00	0.00	4,300.00	0.00
90 - Ladd Operational expenses	4,300.00	0.00	4,300.00	0.00
03 - Contractual	5,583.00	3,149.16	2,433.84	56.41
70 - Park Mowing	2,244.00	1,265.72	978.28	56.40
71 - Ladd Mowing	3,339.00	1,883.44	1,455.56	56.41
10 - Social Services/Community Serv	8,350.00	7,750.00	600.00	92.81
91 - Kennebec Land Trust	250.00	250.00	0.00	100.00
92 - Friends of Cobbossee Watershe	1,300.00	1,300.00	0.00	100.00
93 - Memorial Day	300.00	200.00	100.00	66.67

Expense Summary Report

Fund: 1
ALL Months

Account	Budget Net	YTD Net	Unexpended Balance	Percent Spent
112 - Recreation CONT'D				
96 - Athletic League	500.00	0.00	500.00	0.00
97 - Andro Lake Improve Corp	1,500.00	1,500.00	0.00	100.00
98 - Andro Yacht club	500.00	500.00	0.00	100.00
99 - 30 Mile Watashed	4,000.00	4,000.00	0.00	100.00
113 - Land and Buildings	2,540.00	2,366.04	173.96	93.15
02 - Operating Expense	1,600.00	1,836.32	-236.32	114.77
15 - Maintenance and Repairs	1,000.00	1,429.35	-429.35	142.94
95 - NW Schoolhouse	200.00	109.81	90.19	54.91
96 - NW Building	200.00	146.44	53.56	73.22
97 - Town House	200.00	150.72	49.28	75.36
03 - Contractual	940.00	529.72	410.28	56.35
72 - Historic Property Mowing	940.00	529.72	410.28	56.35
114 - Capital Reserves transfers	117,000.00	0.00	117,000.00	0.00
52 - CAPITAL RESERVE	117,000.00	0.00	117,000.00	0.00
05 - Fire Truck	25,000.00	0.00	25,000.00	0.00
45 - Land and Buildings	2,500.00	0.00	2,500.00	0.00
50 - Road Recon. & Pav. Project	50,000.00	0.00	50,000.00	0.00
65 - Town Office	15,000.00	0.00	15,000.00	0.00
70 - Village Improvement Projects	2,500.00	0.00	2,500.00	0.00
75 - Technology Replacement Plan	2,000.00	0.00	2,000.00	0.00
85 - Water Quality	5,000.00	0.00	5,000.00	0.00
90 - Former Pettengill Property Leg	15,000.00	0.00	15,000.00	0.00
115 - School RSU #38	1,871,059.00	1,559,215.82	311,843.18	83.33
60 - INTER GOVERNMENT	1,871,059.00	1,559,215.82	311,843.18	83.33
15 - RSU #38	1,871,059.00	1,559,215.82	311,843.18	83.33
116 - County Tax	183,969.00	183,968.47	0.53	100.00
60 - INTER GOVERNMENT	183,969.00	183,968.47	0.53	100.00
20 - Kennebec County Tax	183,969.00	183,968.47	0.53	100.00
117 - Cobbossee Watershed District	2,345.00	2,345.00	0.00	100.00
60 - INTER GOVERNMENT	2,345.00	2,345.00	0.00	100.00
25 - Cobbossee Watershed District	2,345.00	2,345.00	0.00	100.00
118 - Overlay	15,000.00	0.00	15,000.00	0.00
60 - INTER GOVERNMENT	15,000.00	0.00	15,000.00	0.00
30 - Overlay	15,000.00	0.00	15,000.00	0.00
120 - Selectboard Contingency	5,000.00	769.50	4,230.50	15.39
65 - Unclassified	5,000.00	769.50	4,230.50	15.39
01 - Contigent	5,000.00	769.50	4,230.50	15.39
Final Totals	3,133,388.00	2,532,458.66	600,929.34	80.82

Revenue Summary Report

Fund: 1
ALL

Account	Budget Net	YTD Net	Uncollected Balance	Percent Collected
100 - General Admin	392,926.00	2,893,647.30	-2,500,721.30	736.44
01 - Banking Interest	0.00	252.31	-252.31	----
03 - Lien costs	5,000.00	2,129.64	2,870.36	42.59
04 - Interest on taxes	12,000.00	7,299.14	4,700.86	60.83
05 - MV Agent fees	4,000.00	3,412.00	588.00	85.30
06 - IFW Agent fees	500.00	320.25	179.75	64.05
07 - Motor Vehicle excise	200,000.00	180,556.12	19,443.88	90.28
08 - Boat Excise	2,000.00	1,596.60	403.40	79.83
09 - Vitals	500.00	446.60	53.40	89.32
13 - Cable TV Franchise	4,200.00	3,805.74	394.26	90.61
14 - Misc revenue	10,000.00	14,432.78	-4,432.78	144.33
15 - Surplus	100,000.00	0.00	100,000.00	0.00
20 - Insurance Dividends/Reimburse	0.00	1,269.00	-1,269.00	----
21 - State revenue sharing	44,726.00	35,479.85	9,246.15	79.33
25 - Tax Commitment	0.00	2,642,647.27	-2,642,647.27	----
26 - Supplemental Taxes	10,000.00	0.00	10,000.00	0.00
103 - General Assistance	1,250.00	0.00	1,250.00	0.00
01 - GA Reimbursement	1,250.00	0.00	1,250.00	0.00
105 - Assessing	31,500.00	31,556.30	-56.30	100.18
01 - Tree Growth	4,000.00	3,914.30	85.70	97.86
02 - Homestead Exemption	26,000.00	26,136.00	-136.00	100.52
03 - Veteran reimbursement	1,500.00	1,463.00	37.00	97.53
04 - BETE Reimbursement	0.00	43.00	-43.00	----
106 - Animal Control	750.00	725.00	25.00	96.67
01 - Dog fees	750.00	672.00	78.00	89.60
02 - Dog late fees	0.00	53.00	-53.00	----
107 - Code Enforcement	2,000.00	346.00	1,654.00	17.30
01 - Building permits	2,000.00	345.00	1,655.00	17.25
02 - Yard Sale Permit	0.00	1.00	-1.00	----
109 - Roads	30,532.00	30,848.00	-316.00	101.03
01 - Local Road Assist Program	30,532.00	30,848.00	-316.00	101.03
110 - Transfer Station	6,250.00	0.00	6,250.00	0.00
15 - Transfer from Cap. Reserve Fnd	6,250.00	0.00	6,250.00	0.00
119 - Snowmobile	0.00	635.52	-635.52	----
01 - State Reimbursement	0.00	635.52	-635.52	----
Final Totals	465,208.00	2,957,758.12	-2,492,550.12	635.79

General Ledger Summary Report

Fund(s): ALL
ALL

Account	Beg Bal Net	----- Y T D -----			Pending Activity	Balance Net
		Debits	Credits	Net		
General Fund	0.00	12,112,015.69	12,112,015.69	0.00	2,953.42	7,953.42
Assets	1,180,860.34	6,307,032.02	5,876,502.50	430,529.52	0.00	1,611,389.86
100-00 Cash / Checking	1,045,091.47	3,305,895.23	2,928,759.75	377,135.48	0.00	1,422,226.95
110-00 Debit Card Account-Androscogg	1,377.44	0.00	0.00	0.00	0.00	1,377.44
110-01 Cash Drawers	400.00	0.00	0.00	0.00	0.00	400.00
110-03 Andro Savings 1600191314	243,025.32	0.00	0.00	0.00	0.00	243,025.32
116-00 NSF CHECK	2,611.50	1,005.75	2,767.26	-1,761.51	0.00	849.99
121-00 PAYROLL TAXES RECEIVABLE	1,277.60	0.00	0.00	0.00	0.00	1,277.60
150-05 2005 Real Estate Taxes	0.00	0.00	0.00	0.00	0.00	0.00
150-12 2012 Real Estate Taxes	5,612.92	0.00	0.41	-0.41	0.00	5,612.51
150-13 2013 Real Estate Taxes	3.86	0.00	3.76	-3.76	0.00	0.10
150-14 2014 Real Estate Taxes	82,601.05	2,316.64	84,721.35	-82,404.71	0.00	196.34
150-15 2015 Real Estate Taxes	-6,286.39	2,635,152.92	2,448,775.15	186,377.77	0.00	180,091.38
150-16 2016 Real Estate Taxes	0.00	0.00	1,760.46	-1,760.46	0.00	-1,760.46
155-04 2004 pp Taxes	1,268.36	0.00	0.00	0.00	0.00	1,268.36
155-05 2005 pp Taxes	168.81	0.00	0.00	0.00	0.00	168.81
155-06 2006 pp Taxes	250.19	0.00	0.00	0.00	0.00	250.19
155-07 2007 pp Taxes	261.03	0.00	0.00	0.00	0.00	261.03
155-08 2008 pp Taxes	421.05	0.00	0.00	0.00	0.00	421.05
155-09 2009 pp Taxes	554.20	0.00	0.00	0.00	0.00	554.20
155-10 2010 pp Taxes	880.67	0.00	0.00	0.00	0.00	880.67
155-11 2011 pp Taxes	1,504.76	0.00	0.02	-0.02	0.00	1,504.74
155-12 2012 pp Taxes	1,761.53	0.00	0.02	-0.02	0.00	1,761.51
155-13 2013 pp Taxes	2,154.16	0.00	0.03	-0.03	0.00	2,154.13
155-14 2014 pp Taxes	6,082.73	0.00	0.11	-0.11	0.00	6,082.62
155-15 2015 pp Taxes	-0.04	10,930.47	8,675.63	2,254.84	0.00	2,254.81
155-16 2016 pp Taxes	0.00	0.00	0.02	-0.02	0.00	-0.02
160-09 2009 Liens	5,411.87	0.00	0.00	0.00	0.00	5,411.87
160-10 2010 Liens	5,611.57	0.00	0.00	0.00	0.00	5,611.57
160-11 2011 Liens	5,611.57	0.00	0.00	0.00	0.00	5,611.57
160-12 2012 Liens	-20.51	20.51	0.00	20.51	0.00	0.00
160-13 2013 Liens	44,161.95	1,914.16	40,200.16	-38,286.00	0.00	5,875.95
160-14 2014 Liens	0.00	54,207.65	11,040.13	43,167.52	0.00	43,167.52
165-00 Write off	0.00	0.00	0.00	0.00	0.00	0.00
199-02 Due to/from Ladd Rec	-26,196.69	75,596.85	45,388.50	30,208.35	0.00	4,011.66
199-03 Due to/from Special Revenues	-11,978.79	14,078.16	2,777.15	11,301.01	0.00	-677.78
199-04 Due to/from Capital Projects	-225,651.49	201,805.36	300,000.00	-98,194.64	0.00	-323,846.13
199-05 Due to/from Trust Funds	-7,111.36	4,108.32	1,632.60	2,475.72	0.00	-4,635.64
Liabilities	94,996.63	141,413.67	139,639.10	-1,774.57	-2,953.42	90,268.64
310-01 BMV	2,235.45	79,514.21	80,483.64	969.43	-2,466.50	738.38
310-03 State Vital Fees	0.00	59.60	74.40	14.80	0.00	14.80
310-15 IFW	4,123.00	14,180.17	11,020.49	-3,159.68	0.00	963.32
310-30 Dog License State	-4.00	852.00	891.00	39.00	0.00	35.00
310-35 State Plumbing Fee 25%	286.25	247.50	600.00	352.50	0.00	638.75
310-36 DEP Plumbing Fee \$15.00	15.00	357.50	120.00	-237.50	0.00	-222.50
320-05 LPI Plumbing Fee 75%	-436.25	1,500.00	1,800.00	300.00	0.00	-136.25
330-10 Federal withholding	0.00	34,424.88	34,424.88	0.00	0.00	0.00
330-25 State withholding	0.00	4,259.64	4,256.99	-2.65	0.00	-2.65
330-40 Retirement withholding	0.00	1,864.84	1,864.84	0.00	0.00	0.00
330-50 MMEHT with holding	18.65	4,153.33	4,102.86	-50.47	-486.92	-518.74

General Ledger Summary Report

Fund(s): ALL
ALL

Account	Beg Bal Net	----- Y T D -----			Pending Activity	Balance Net
		Debits	Credits	Net		
1 - General Fund CONTD						
400-00 Deferred Tax Revenues	88,758.53	0.00	0.00	0.00	0.00	88,758.53
Fund Balance	1,085,863.71	5,663,570.00	6,095,874.09	432,304.09	0.00	1,518,167.80
500-00 Expense control	0.00	2,529,745.03	3,137,679.00	607,933.97	0.00	607,933.97
510-00 Revenue control	0.00	465,644.97	2,958,195.09	2,492,550.12	0.00	2,492,550.12
520-00 Undesignated fund balance	1,085,863.71	2,668,180.00	0.00	-2,668,180.00	0.00	-1,582,316.29
2 - Ladd Rec Operations						
Assets	0.00	120,985.35	120,985.35	0.00	0.00	0.00
199-01 Due to/from	26,196.69	45,388.50	75,596.85	-30,208.35	0.00	-4,011.66
Liabilities	0.00	0.00	0.00	0.00	0.00	0.00
Fund Balance	26,196.69	75,596.85	45,388.50	-30,208.35	0.00	-4,011.66
500-00 Expense Control	0.00	75,596.85	135.00	-75,461.85	0.00	-75,461.85
510-00 Revenue Control	0.00	0.00	45,253.50	45,253.50	0.00	45,253.50
520-00 Fund Balance	26,196.69	0.00	0.00	0.00	0.00	26,196.69
3 - Special Revenues						
Assets	0.00	16,855.31	16,855.31	0.00	0.00	0.00
120-01 No. Wayne School House KSB	2,607.97	0.00	0.00	0.00	0.00	2,607.97
199-01 Due to/from	11,978.79	2,777.15	14,078.16	-11,301.01	0.00	677.78
Liabilities	0.00	0.00	0.00	0.00	0.00	0.00
Fund Balance	14,586.76	14,078.16	2,777.15	-11,301.01	0.00	3,285.75
500-00 Expense Control	0.00	14,078.16	0.00	-14,078.16	0.00	-14,078.16
510-00 Revenue Control	0.00	0.00	2,777.15	2,777.15	0.00	2,777.15
525-00 Animal Control	2,100.03	0.00	0.00	0.00	0.00	2,100.03
531-00 Farmers Market	754.52	0.00	0.00	0.00	0.00	754.52
532-00 Wayne History Project	3,973.42	0.00	0.00	0.00	0.00	3,973.42
534-00 TOWN BOAT LAUNCH	-542.15	0.00	0.00	0.00	0.00	-542.15
535-00 Soccer	1,881.59	0.00	0.00	0.00	0.00	1,881.59
536-00 Softball	635.48	0.00	0.00	0.00	0.00	635.48
537-00 Baseball	452.36	0.00	0.00	0.00	0.00	452.36
539-00 Community Directory	70.00	0.00	0.00	0.00	0.00	70.00
540-00 No. Wayne School House	2,607.97	0.00	0.00	0.00	0.00	2,607.97
541-00 Water Quality	2,653.54	0.00	0.00	0.00	0.00	2,653.54
4 - Capital Reserves						
Assets	0.00	501,805.36	501,805.36	0.00	0.00	0.00
109-00 Fire Truck - WAFUCU - 24852-00	25.00	0.00	0.00	0.00	0.00	25.00
110-00 Fire Truck - WAFUCU - 24852-64	16,427.36	0.00	0.00	0.00	0.00	16,427.36
199-01 Due to/from	225,651.49	300,000.00	201,805.36	98,194.64	0.00	323,846.13

General Ledger Summary Report

Fund(s): ALL
ALL

Account	Beg Bal	----- Y T D -----		Net	Pending Activity	Balance Net
	Net	Debits	Credits			
4 - Capital Reserves CONT'D						
Liabilities	0.00	0.00	0.00	0.00	0.00	0.00
Fund Balance	242,103.85	201,805.36	300,000.00	98,194.64	0.00	340,298.49
500-00 Expense Control	0.00	201,805.36	0.00	-201,805.36	0.00	-201,805.36
510-00 Revenue Control	0.00	0.00	300,000.00	300,000.00	0.00	300,000.00
521-00 Transfer Station	43,572.00	0.00	0.00	0.00	0.00	43,572.00
522-00 Voting Machine	6,500.00	0.00	0.00	0.00	0.00	6,500.00
523-00 Roads	47,314.15	0.00	0.00	0.00	0.00	47,314.15
524-00 Fire Truck	16,427.36	0.00	0.00	0.00	0.00	16,427.36
525-00 Sand Salt Shed	2,918.64	0.00	0.00	0.00	0.00	2,918.64
526-00 Footbridge	3,767.44	0.00	0.00	0.00	0.00	3,767.44
529-00 Building maintenance	152.50	0.00	0.00	0.00	0.00	152.50
530-00 Fire Station	1,591.74	0.00	0.00	0.00	0.00	1,591.74
531-00 Lord Road Paving	30,410.48	0.00	0.00	0.00	0.00	30,410.48
532-00 Hardscrabble Road	2,810.53	0.00	0.00	0.00	0.00	2,810.53
533-00 Lovejoy Pond Dam	18,183.53	0.00	0.00	0.00	0.00	18,183.53
534-00 Land/Building	4,327.61	0.00	0.00	0.00	0.00	4,327.61
535-00 Cemetery Stone Cleaning	9,900.00	0.00	0.00	0.00	0.00	9,900.00
536-00 Town Office	32,250.00	0.00	0.00	0.00	0.00	32,250.00
537-00 Besse Road Chip Seal	4,800.00	0.00	0.00	0.00	0.00	4,800.00
538-00 Fire Equipement	6,246.00	0.00	0.00	0.00	0.00	6,246.00
539-00 Village Improvements	2,281.29	0.00	0.00	0.00	0.00	2,281.29
540-00 Technology	717.58	0.00	0.00	0.00	0.00	717.58
541-00 GIS Map	1,100.00	0.00	0.00	0.00	0.00	1,100.00
542-00 Emergency Management	5,200.00	0.00	0.00	0.00	0.00	5,200.00
543-00 Fire Pond/Dry Hydrant	1,633.00	0.00	0.00	0.00	0.00	1,633.00
544-00 North Wayne School House	0.00	0.00	0.00	0.00	0.00	0.00
5 - Trust Funds	0.00	5,740.92	5,740.92	0.00	0.00	0.00
Assets	75,537.40	1,632.60	4,108.32	-2,475.72	0.00	73,061.68
101-00 Jaworski Andro 45107709	1,140.06	0.00	0.00	0.00	0.00	1,140.06
103-00 Ruth Lee Andro 45107645	8,473.68	0.00	0.00	0.00	0.00	8,473.68
104-00 Ladd Worthy Poor Andro 4510761	21,120.12	0.00	0.00	0.00	0.00	21,120.12
105-00 Ladd WAFCU 25542-ID 00	25.04	0.00	0.00	0.00	0.00	25.04
106-00 Ladd WAFCU 25542-ID 10	14,788.35	0.00	0.00	0.00	0.00	14,788.35
107-00 Ladd WAFCU 25542-ID 64	22,878.79	0.00	0.00	0.00	0.00	22,878.79
199-01 Due to/from	7,111.36	1,632.60	4,108.32	-2,475.72	0.00	4,635.64
Liabilities	0.00	0.00	0.00	0.00	0.00	0.00
Fund Balance	75,537.40	4,108.32	1,632.60	-2,475.72	0.00	73,061.68
500-00 Expense Control	0.00	4,108.32	0.00	-4,108.32	0.00	-4,108.32
510-00 Revenue Control	0.00	0.00	1,632.60	1,632.60	0.00	1,632.60
521-00 Jaworski Fund Balance	1,140.06	0.00	0.00	0.00	0.00	1,140.06
522-00 Ladd Recreation Capital FB	41,477.18	0.00	0.00	0.00	0.00	41,477.18
523-00 Ruth Lee FB	8,473.68	0.00	0.00	0.00	0.00	8,473.68
524-00 Ladd Worthy Poor FB	24,446.48	0.00	0.00	0.00	0.00	24,446.48
Final Totals	0.00	12,757,402.63	12,757,402.63	0.00	2,953.42	2,953.42