

Town of Wayne Board of Selectmen

MEMBERS: Gary Kenny, Stephanie Haines, Don Welsh, Jon Lamarche and Trent Emery

Meeting Agenda

Date: Tuesday September 5, 2017

Time: 6:30 PM.

Place: Wayne Elementary School – Library

Call Meeting to Order.

Pledge of Allegiance.

Selectmen Present / Quorum.

Meeting Minutes.

- a. **Consider approving of meeting minutes of the Board of Selectmen – September 5, 2017.**

Manager Recommendation: Move the Board to approve meeting minutes of the Board of Selectmen – September 5, 2017.

Warrants.

- a. **Consider approving of Payroll Warrant #10.**

Manager Recommendation: The Board to approve Payroll Warrant #10 in the amount of

- b. **Consider approving of Accounts Payable Warrant #11.**

Manager Recommendation: The Board to approve Accounts Payable Warrant #11 in the amount of

Business Agenda.

- a. **Sustain Wayne Presentation Re: Village Vision**

Manager Recommendation: Discussion only

- b. **Discuss Wayne Final Report of Rte. 113 Traffic Safety Audit**

Manager Recommendation: Take any action deemed necessary.

- c. **Interlocal Agreement – Equipment**

Manager Recommendation: Take any action deemed necessary.

- d. **Support the Town Manager's hiring of Deputy Animal Control Officer**

Manager Recommendation: Support the Town Manager's hiring of Deputy Animal Control Officer

Supplements and Abatements.

Town Manager Report.

Board Member Reports.

Public Comments.

Adjourn.

The next regularly scheduled **Board of Selectmen Meeting** is scheduled for **Tuesday September 19, 2017 at 6:30 PM** at the Wayne Elementary School - Gymnasium.

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

**Town of Wayne, Maine
Select Board Meeting Minutes
Tuesday August 22, 2017
Wayne Elementary School**

Call Meeting to Order/ Selectmen Present

Stephanie Haines determined quorum and called meeting to order at 6:30 PM with the following members present: Trent Emery, Stephanie Haines, Jonathan Lamarche, and Don Welsh. Gary Kenny was absent.

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

Audience: David Allen, P.E., Maine DOT Region #2 Traffic Engineer and Mary Farnham.

Pledge of Allegiance

Meeting Minutes

- a. The Board approved the meeting minutes of the Board of Selectmen for August 8, 2017. (Lamarche/Welsh) (4/0).

Warrants

- a. The Board approved Payroll Warrant #8 in the amount of \$6,276.45. (Welsh/Lamarche) (4/0).
- b. The Board approved Accounts Payable Warrant #9 in the amount of \$49,987.43. (Welsh/Emery) (4/0).

Business Agenda

- a. The Board approved MaineDOT's, "Final Route #133 Traffic Safety Audit", after a brief presentation by David Allen, P.E., MaineDOT Region #2 Traffic Engineer. (Emery/Welsh) (4/0)
- b. A discussion about the New Parking and Traffic Control Ordinance was tabled.
- c. The Board approved collaboration with Lake Smart Program with ALIC and 30-MRWA. (Lamarche/Welsh) (4/0)
- d. The Board tabled Interlocal Agreement for Shared Animal Control Officer and Deputy Animal Control Officer with Town of Readfield. (Welsh/Lamarche) (4/0)
- e. Executive Session 1 MRSA §§405 (6) E Legal
Motion to enter into Executive Session on 7:35 PM -Legal 1 MRSA §§405 (6) E Legal (Welsh/Emery) (4/0)
Motion to exit out of Executive Session on 7:43 PM -Legal 1 MRSA §§405 (6) E Legal (Welsh/Lamarche) (4/0)
- f. The Board voted to request that the Town Manager work with Kennebec County District Attorney's office to provide leniency in the case of J.G. as he came in to the town office to apologize for stolen signs and asked for leniency so that he may apply for the military. (Emery/Welsh) (4/0)

Abatements/Supplements: None

Town Manager Report: See attached Town Manager News

Board Member Reports:

1. Stephanie Haines asked for update on the plan for Ladd Recreation Center's self-starting generator. Town Manager reported FEMA refused to give funds due to their assessment of the area being in a Flood Zone. Town Manager will be working to change the Flood Zone maps.

Public Comments:

1. Mary Farnham questioned the Town Manger again about why the 30-day notice on her unpaid taxes sent to her, came late. Town Manager explained the mail service delay was not the fault of the town office.

Adjourn.

Motion to Adjourn at 7:45 PM. (Welsh/Emery) (4/0)

The next Select Board Meeting is scheduled for Tuesday, September 5, 2017 at 6:30 p.m. at the Wayne Elementary School Gymnasium.

Recorded by:
Cathy Cook, Town Clerk

Select Board Members

Gary Kenny

Stephanie Haines

Don Welsh

Jonathan Lamarche

Trent Emery

A PROPOSAL TO
SUSTAIN WAYNE
TO PREPARE A
VILLAGE VISION

FROM BRIAN KENT
(CONSULTING PLANNER AND DESIGNER)

MARCH 20, 2017

[draft for review]

Project Goals

- A. Work with town's people to develop a comprehensive plan and vision for the village that acts as an action guide for improvements and will help make the historic village more attractive, functional and economically viable.
- B. Ensure that all public and private effort to improve the village are coordinated and carried out in accordance with a community approved plan and vision.
- C. Resolve challenges within the village, including, but not limited to:
 - storm water run-off
 - sewer and water concerns
 - restoration of the Masonic Hall
 - sidewalks and trails
 - parking (both on street and off street
 - traffic, bicycle and pedestrian safety
 - lighting
 - public open space and waterfront access
 - land-use and flood zone restrictions
 - village character
 - quality design standards and
 - the possible creation of an historic district.

Procedure

The Consultant will;

1. Review and fine tune this draft proposal with the Sustain Wayne board
2. Upon approval of step1, seek expert advise from Sustain Wayne approved consultants that may impact the village vision. Such as sewer/ water/structural engineer etc.
3. Prepare a draft plan that depicts possible design approaches for the village. This would be in the form of a, to scale, color, illustrative site plan or plans that shows design concepts that address the issues outlined in Goal C, above.
The plan would include a brief report that summarizes the key recommendations and options worthy of the boards consideration.

4. Present the plan and report to the Sustain Wayne board (and others?) in a half day workshop. The purpose will be to

- a) view the draft plans so it is fully understood.
- b) facilitate an in-depth discussion of the plan and vision.
- c) gather ideas, comments, criticisms and new approaches.
- d) identify plan/project priorities.
- e) reach consensus on the next steps needed to move the visioning process forward.

5.. Prepare a refined plan and report, based on the workshop results, for submission to the Sustain Wayne board.

This work would be adopted by the board as the basis for Phase 11 work, as needed.. It would also be used as a guide to specialist consultants work- primarily related to sewer/water issues and the restoration of the Masonic Hall.

Additional, follow-up tasks might include:

- Expert consultant co-ordination
- Preparation of illustrative, perspective sketches of the village
- Work with cooperating property owners seeking advise on how to compliment and/or implement the plan
- Assisting the Town and/or Sustain Wayne prepare grant funding proposals
- Meeting with MDOT to discuss traffic calming, bike routes sidewalk concerns and on street parking options.

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KENT ASSOCIATES

Gardiner, Maine

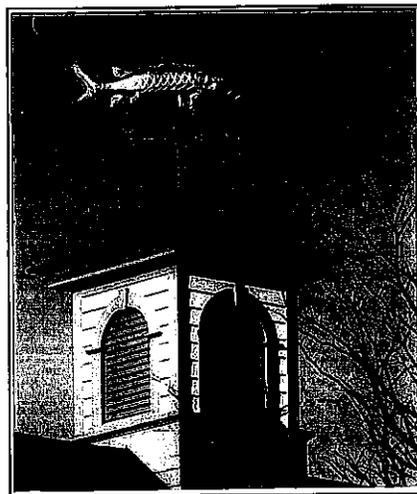
EXAMPLES OF WORK

The following pages show a representation sample of projects by Kent Associates. The firm offers clients a broad range of planning and design consultation services, as these examples demonstrate.

We specialize in urban design, site planning, master plans, transportation planning, conservation strategies, and environmental education publications. Our clients include individuals, corporations, non-profits, and municipalities.

For more information, contact:

*Brian W.P. Kent, President
37 Brunswick Avenue
Gardiner, ME 04345
Phone: (207) 582-1718
Fax: (207) 582-1755
e-mail: kentassociates@prexar.com*



The Sturgeon Weathervane, Downtown Gardiner

BRIDGTON ECONOMIC DEVELOPMENT & DOWNTOWN REVITALIZATION PLAN

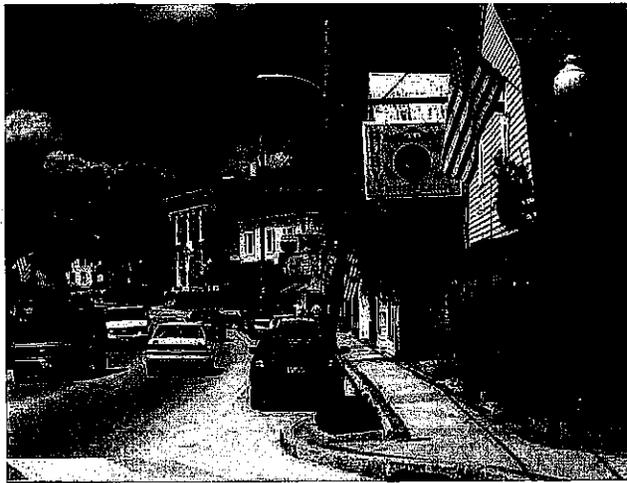
Bridgton, Maine



Location: Downtown Bridgton & Route 302 Gateway

Client: Town of Bridgton

The Bridgton plan brings economic development, community development, land use planning, and design together in an overall vision and strategy for the economic revitalization of Bridgton's center. Through research, analysis, public participation, and committee work, the consultant team developed a specialized, conceptual master plan that builds upon the town's continuing economic development efforts, and provides an organized set of strategies to support successful future initiatives and planning.

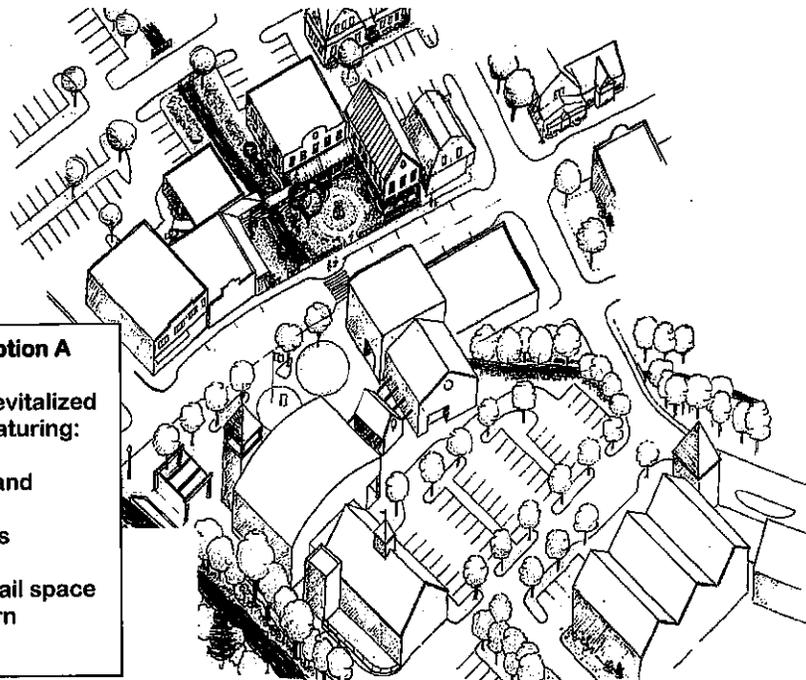


This "bricks and mortar" plan identifies market opportunities and economic development strategies that make economic and market sense for Bridgton. The plan illustrates how Bridgton can incorporate innovative planning and good design into its economic development strategies, and what funding sources the Town can utilize to achieve the plan.

Village Center Plan – Option A

A sketch showing the revitalized center of downtown, featuring:

- new public parking
- a small "common" and memorial plaza
- an expanded Reny's department store
- new offices and retail space
- a new Magic Lantern theater

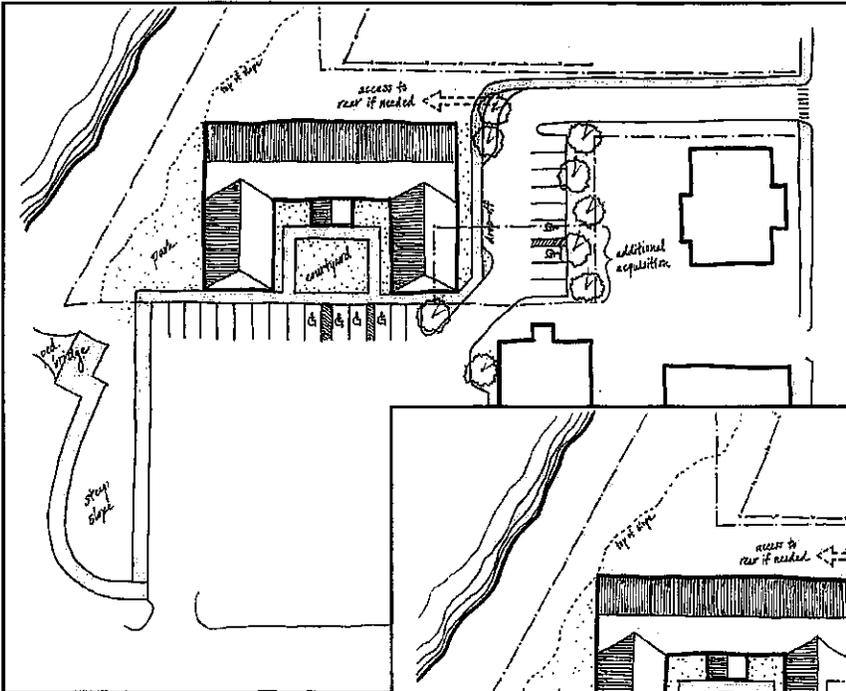


HOULTON RIVERSIDE HOUSING SITE PLANNING

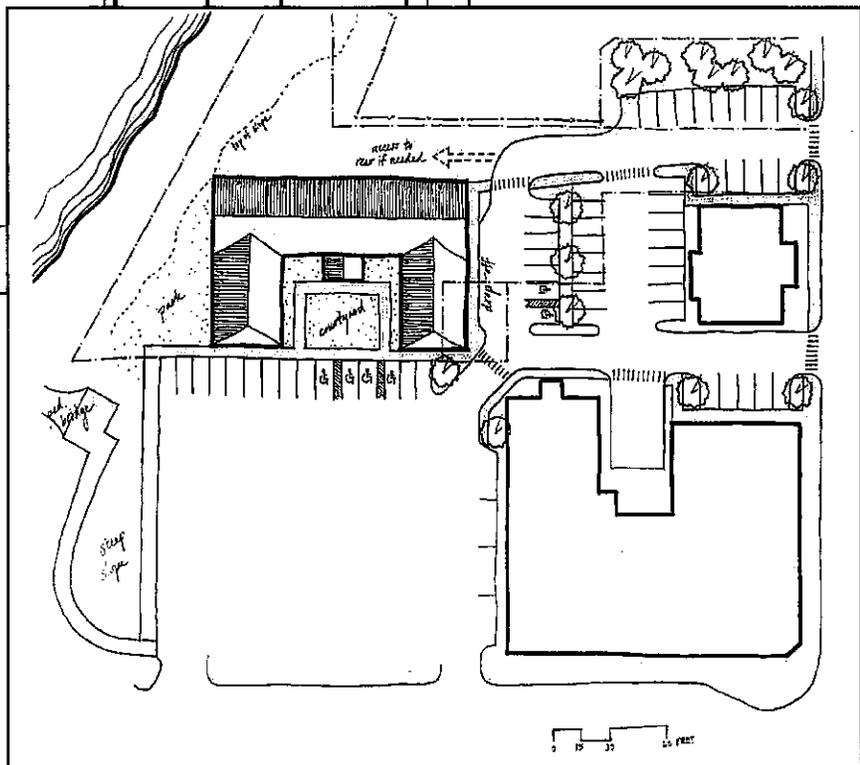


Location: Downtown Houlton

As an offshoot of the recently completed Houlton Downtown Revitalization Plan (Kent Associates), a site design for future senior housing was developed. This riverside site at the gateway to the downtown was laid out to accommodate a new housing facility, including parking and access.

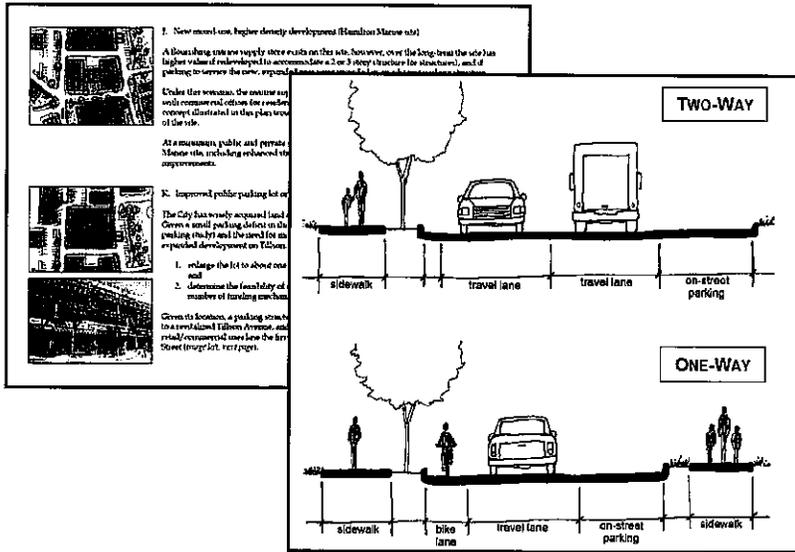


SITE LAYOUT - OPTION B



SITE LAYOUT - OPTION A

ROCKLAND DOWNTOWN & WATERFRONT REVITALIZATION PLAN



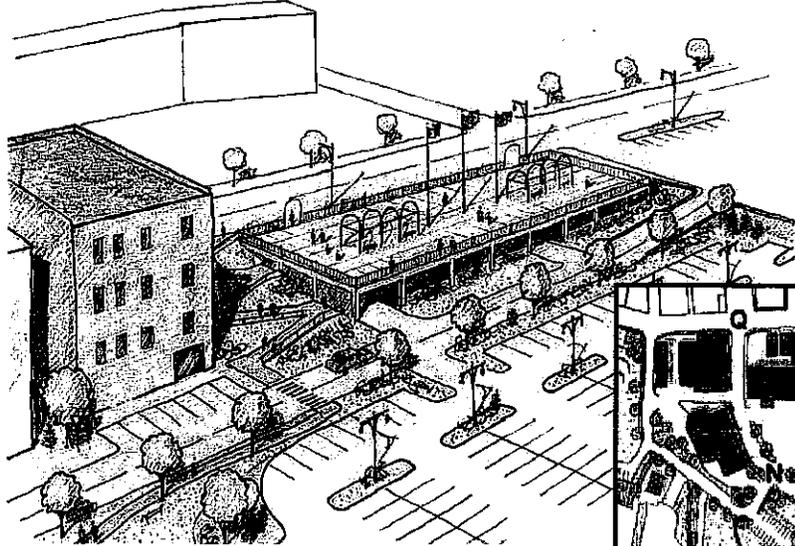
Location: Rockland Downtown & Tillson Avenue District (Waterfront)

Client: City of Rockland

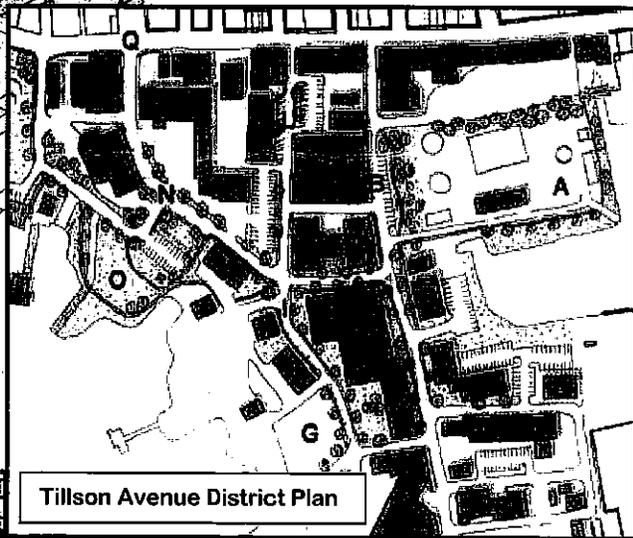
Rockland's revitalization efforts both updated the 1995 Downtown Plan and expanded planning efforts to include the adjacent waterfront.

In the Downtown, gateway improvements, neighborhood connections, parking and façade improvements were among the recommended revitalization strategies. Traffic issues were also examined.

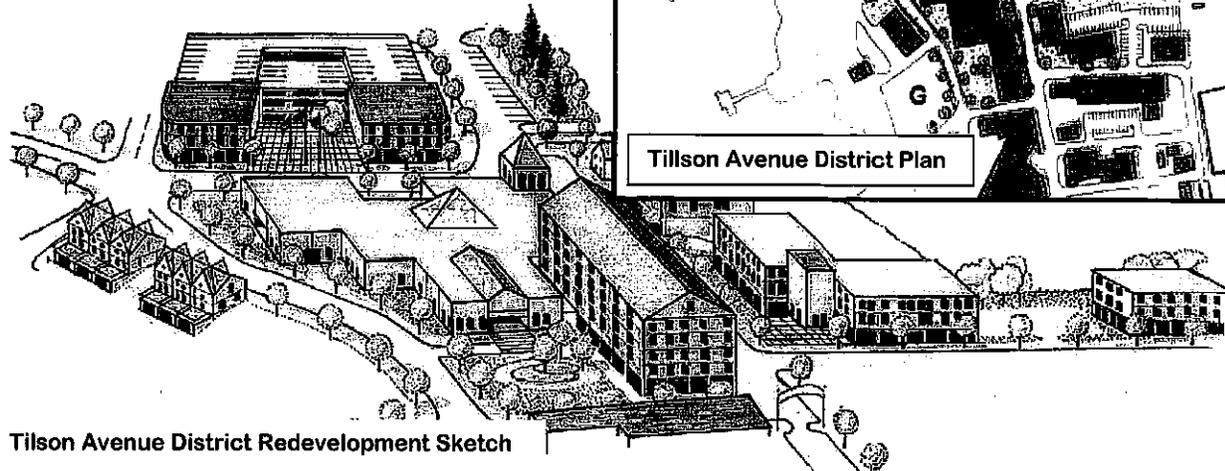
In the Tillson Avenue District (waterfront), more substantial redevelopment and reuse was proposed, while maintaining the working waterfront remained a high priority. Opportunities to expand parking for both the Tillson District and Main Street were explored, including a proposed parking garage.



Downtown park & parking deck sketch

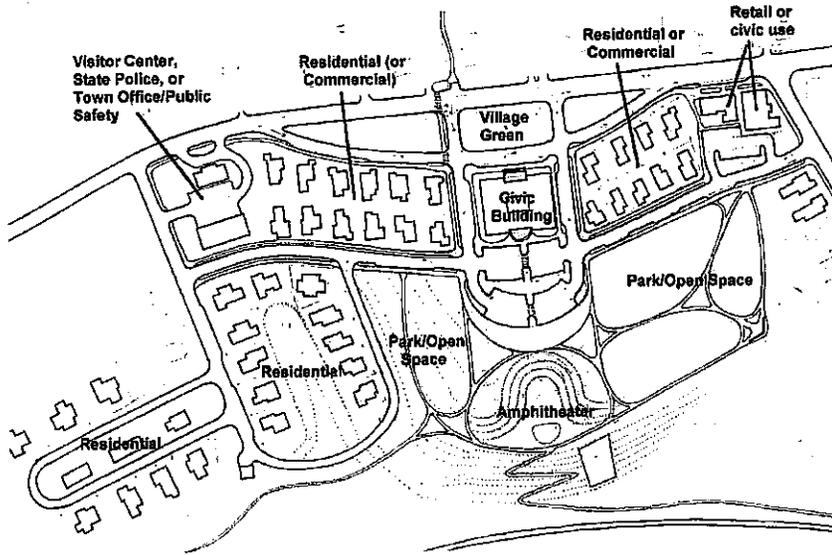


Tillson Avenue District Plan



Tillson Avenue District Redevelopment Sketch

THOMASTON STATE PRISON SITE REDEVELOPMENT CONCEPT PLAN

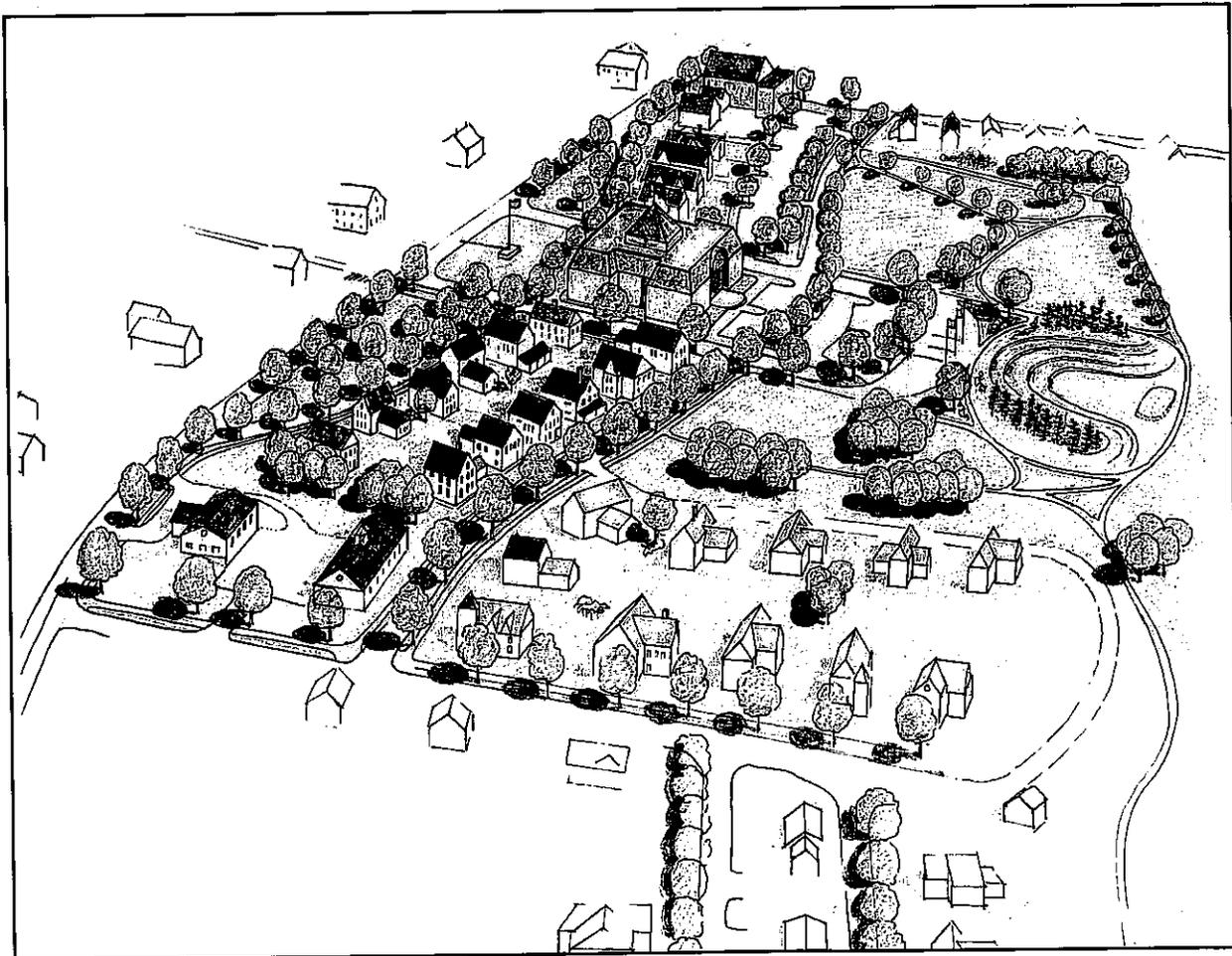


Location: Former State Prison Site, Thomaston

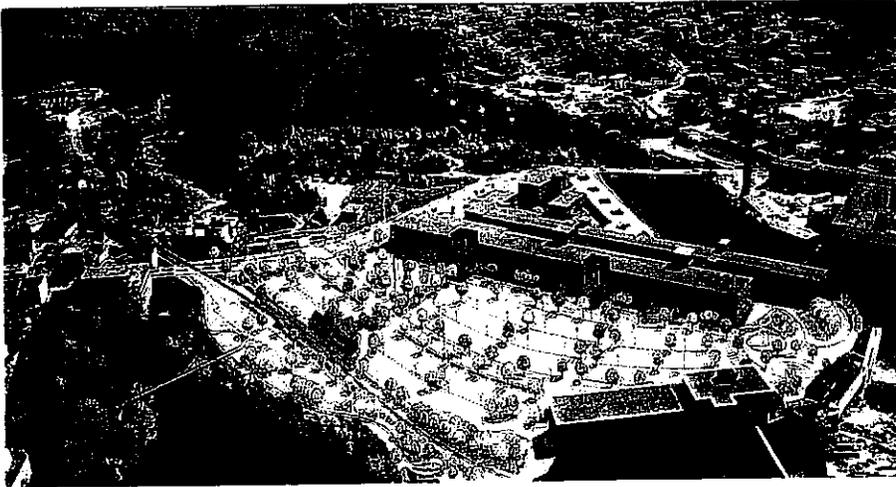
Client: Town of Thomaston

With the removal of the former State Prison adjacent to Thomaston's downtown, opportunities were being explored by the community as to the future of the site. Three planning & design teams were selected (including the Kent team) to come up with concept plans for this site.

The redevelopment scenarios included public park components, housing components, retail and office development, and space for civic uses.



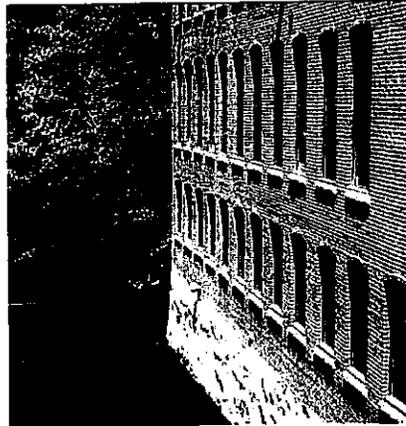
A REVITALIZATION PLAN FOR SACO ISLAND AND DOWNTOWN SACO



Location: **Downtown Saco**

Client: **City of Saco,
Planning Dept.**

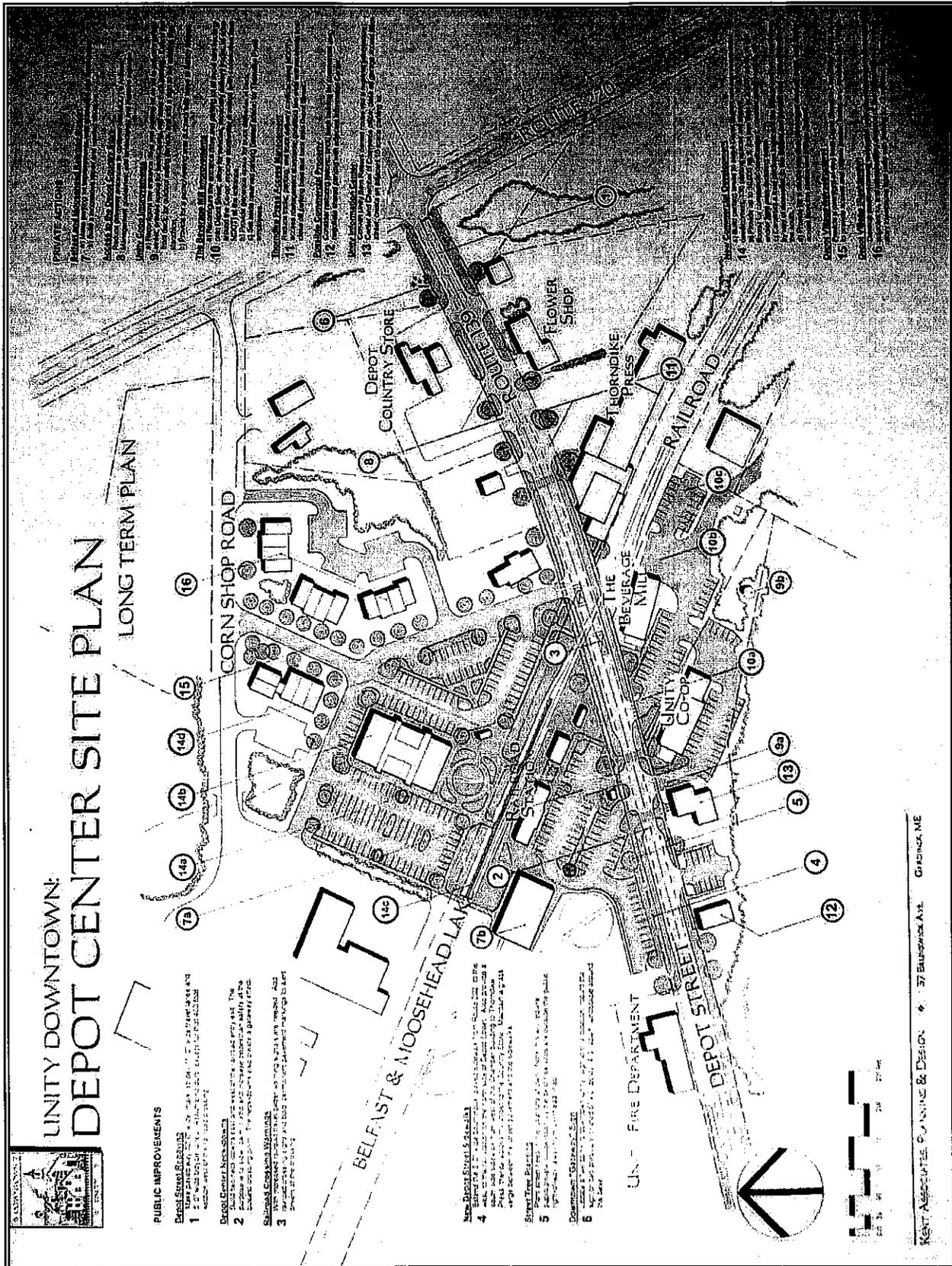
This comprehensive study was undertaken in collaboration with DeLuca-Hoffman Associates, Inc., engineers, and Planning Decisions, Inc., market specialists. The plans, adopted by the City Council, address the revitalization of two large mill buildings and the construction of a new Amtrak railroad station, with attendant parking – all on Saco (Factory) Island adjacent to downtown (see upper photo).



The lower, aerial photo illustrates how the hodgepodge of parking lots behind Main Street can be combined to create an exciting pedestrian and car friendly environment. The major features shown are: a continuous pedestrian mall behind Main Street; well organized, managed, and landscaped parking lots; a new city park and farmers' market location; and possible new development sites, north of the City police station.



UNITY DEPOT CENTER SITE PLAN



UNITY DOWNTOWN: DEPOT CENTER SITE PLAN

LONG TERM PLAN

PUBLIC IMPROVEMENTS

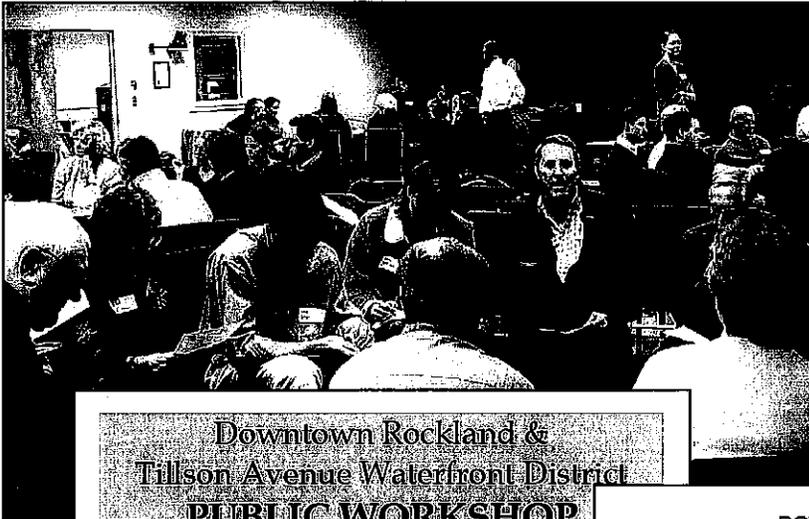
- Depot Street Streets**
1. New street lighting
 2. New street signs
 3. New street trees
- Depot Street Intersections**
1. New street lighting
 2. New street signs
 3. New street trees
- Other Streets**
1. New street lighting
 2. New street signs
 3. New street trees

New Street Street & Signage

1. New street lighting
2. New street signs
3. New street trees
4. New street benches
5. New street art
6. New street furniture

Kent Associates Planning & Design • 37 Blandford Ave. • GRANBORO, ME

PUBLIC PARTICIPATION & WORKSHOP FACILITATION



Informing, Promoting, Listening

The public participation process is a critical component to planning and design projects in the public realm. Kent Associates prides itself on our ability to facilitate productive and successful public meetings.

Our workshop-style format focuses on informing citizens and other stakeholders, garnering their input, and generally promoting the project. A well-run and well-attended workshop can also foster important public-private partnerships.

Downtown Rockland & Tillson Avenue Waterfront District PUBLIC WORKSHOP



WEDNESDAY, FEBRUARY 2ND
from 6:30pm - 9:00pm, at the Rockland City
~ Refreshments provided ~

WE NEED YOUR INPUT!

Don't miss this important opportunity to hear and share ideas
Revitalizing the Tillson Ave. Waterfront District and

DOWNTOWN HOULTON PUBLIC WORKSHOP SURVEY

1. How much do you like the following ideas?

<i>Please see map.</i>	Great idea	Okay idea	Bad idea
1) Gateway signage to direct visitors to the downtown (I-95 and at identified key intersections)			
2) Pedestrian way between Market Square and the large parking lot behind the Putnam-Frisbee block			
3) Pedestrian improvements between parking behind Putnam-Frisbee block, Market Square and the Houlton Higher Education Center			
4) A pedestrian loop trail along both sides of the river (between the new pedestrian bridge and Highland Ave. bridge)			
5) Improvements to the vacant lot between Market & Union Squares (e.g. "Biocentennial Park", mural, landscaping)			
6) Improvements to the parking lot behind the Putnam-Frisbee block (e.g. landscaping, lighting, pedestrian access)			
7) Improvements to parking lot next to the Theater and river (with a new access road between Market Square and Water Street)			
8) Riverside farmers' market/craft market/tourist information space near the new pedestrian bridge			
9) Improvements to Union Square (landscaping, signage, public art, etc.)			
10) Other ideas:			

2. What are your 3 top priority actions for improving the downtown?

1. _____
2. _____



BRIAN W.P. KENT

President

Kent Associates, Planning & Design Consultants

Brian brings a depth of experience in planning and design in both the private and public sectors. In practice as a planner for over 35 years in his own consulting firm, with other private consulting firms, and in state government, Brian has managed numerous projects. His broad range of skills includes architectural and urban design, site planning, master planning, and comprehensive planning. Brian has special expertise in downtown revitalization and regional planning and is recognized for his ability to direct complex projects and develop creative yet realistic solutions. His broad knowledge of conservation, development, recreation, transportation, regulation, public participation, resource management, public policy and energy issues serves clients well.

Site Planning

- Redevelopment Concepts for the Thomaston State Prison Site
- Gardiner City Services Collocation Study
- Subdivision Plan for a 600-Acre Property in Corea
- Site Plan for Belgrade's Town Office and Fire Station
- Site Selection Advisor, Johnny's Selected Seeds
- Common Ground Fair and Farm: Master Site Plan, MOFGA, Unity, Maine
- Site Plan for the Augusta Arsenal Property on the Kennebec River
- Expansion Plan for the Augusta Civic Center
- Cluster Subdivision for the Maliseet Indians, Houlton, Maine
- Crabapple Creek Cluster Subdivision, Bremen, Maine

Master Development Plans

- Point East Maritime Village Plan, Wiscasset
- Cobbossee Corridor Master Plan, Gardiner
- Concept Plan for the 800-acre Maine Yankee Property
- Master Plan for the Houlton Band of Maliseet Indians (Maine)
- Augusta: Master Plan for the Capital Riverfront Improvement District
- Augusta: Northside/Eastside Corridor Analysis
- Master Plan for North Maine Technical College
- Concept Plan for Attean Township
- Master Plan for the Passamaquoddy Tribe at Pleasant Point (Maine)

Great American Neighborhood Plans

- *The Great American Neighborhood, A Guide to Livable Design* (Publication); co-author (with Terrence DeWan and C. Michael Lewis)
- Belfast Village, 80-unit Traditional Neighborhood, Belfast, Maine
- Red House Farm Village, Sunday River, Newry, Maine
- Parkway Station Mixed-Use Center, Wiscasset, Maine
- Lincoln Green, 40-unit Townhouse Project, Waterville, Maine

Comprehensive Plans

- Vinalhaven Island Comprehensive Plan
- Maine Land Use Regulation Commission, Comprehensive Land Use Plan for 10 million acres of unorganized towns
- Moosehead Lake Region Comprehensive Plan
- City of Caribou Comprehensive Plan
- Town of Limestone Comprehensive Plan
- Town of Limestone Comprehensive Plan
- Town of Bowdoin Comprehensive Plan

- Town of Farmington Comprehensive Plan
- Monhegan Island Plantation Plan Inventory and Analysis
- City of Brewer Comprehensive Plan

Downtown Revitalization Plans

- Houlton Downtown Revitalization Plan
- Bridgton Economic Development & Downtown Revitalization Plan
- A Strategy to Enhance Downtown Norway (2004)
- A Strategy to Enhance Main Street, Norway (1995)
- Clinton Downtown Improvement Plan
- Richmond Village Downtown Revitalization Plan
- Rockland Downtown Revitalization Plan Update (2005)
- Rockland Revitalization: A Plan for Downtown and the Waterfront (1996)
- Readfield Corners Revitalization Study
- Ellsworth Waterfront Plan
- Monmouth Smart Growth & Downtown Revitalization Plan
- Gardiner Downtown Revitalization Plan
- Bucksport Downtown Revitalization Plan
- Revitalization Plan for Saco Island and Downtown Saco
- Revitalization Plan of South Windham/Little Falls Village
- Belfast Downtown Commercial Development Study
- Downtown Plan for the Village of Unity
- Waterville Quality Main Street Study for Downtown and the Riverfront
- City of Belfast Downtown and Waterfront Redevelopment Master Plan
- Comprehensive Downtown Redevelopment Plan for Mechanic Falls
- Downtown Mexico Redevelopment Plan
- Belgrade Lakes Village Streetscape Plan
- Naples Village Quality Main Street Design Recommendations
- Liberty Village Center Plan
- Downtown Fairfield Market & Design Study
- First Place, Lewiston/Auburn Riverfront Urban Design Competition

Transportation Planning

- Route 26 (Grafton Notch) Scenic Byway Management Plan
- Advisor to the Town of Lincolnville on Route 1 Improvements
- Co-Author of the Transportation Plan for the City of Augusta
- Author of Augusta's T-2000 Plan
- Depot Square Transportation Center - A Plan for Mechanic Falls.
- Access Management Study for Bangor Street Reconstruction (Augusta).
- Contributor to MDOT handbook *Access Management: Improving the Efficiency of Maine Roads*
- U.S. Route 1 (Midcoast) Transportation Study Land Use Planner and Public Participation Manager.

Recreation, Conservation and Open Space Planning

- Caribou Recreational Trails Development & Expansion Feasibility Study
- A Recreation and Open Space Plan/Concept for South Berwick, Maine
- *Merrymeeting Bay - A Guide To The Conservation of a Unique Resource*; co-author (with Kathy Sage)

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Final
Wayne Route 133 Safety Audit
Developed in conjunction with Wayne

A field review and discussion was conducted on February 10, 2017 of the State Routes 133 from Pocasset Ridge Road to ½ mile east of Lord Road. This field review included a review of the accident data and a report of prior sampling of the speed of traffic.

Participants:

Name	Title	Representing
David Allen	Mid Coast Region 2 Traffic Engineer	Maine DOT
Jim Perkins	Concerned Citizen	Besse Road
Ken Bate	Concerned Citizen	Rte. 133 (Main Street)
Kara Aguilar	Assistant Engineer, Planning	Maine DOT
Chris Cowan	Captain	Kennebec County Sheriff's Office
Trent Emery	Business Owner	Emery Farm/ Selectmen
Bruce Mecier	Fire Chief	Town of Wayne
Blenny Butterfield	Transportation Director	RSU#38
Aaron Chrostowsky	Town Manager	Town of Wayne
Mark Birtwell	Concerned Citizen	Besse Road
Ken Spalding	Concerned Citizen	Lord Road

The purpose of this report is to provide summary of the action items to improve safety of the roads users of the area while maintaining or enhancing the economic viability of the area. Each Item had the general support of the participants but may require further refinement.

Short Term – Within 1 year

Action Item	Responsible Parties
1. Further investigate the potential cause of a higher than expected number of Deer Vehicle incidents. Possible installation of a Deer Crossing sign.	MaineDOT
2. Improve the visibility of all regulatory and warning signs	MaineDOT

Final
Wayne Route 133 Safety Audit
Developed in conjunction with Wayne

3. Consider installation of a mirror opposite Besse Road, to help sight distance issue.	Maine DOT, Town
4. Install oversize and high intensity Curve with Intersection warning sign for Besse Road, Lord Road Intersection and associated curve	MaineDOT
5. Intermittently place town driver feedback side proximate to the Besse Road Intersection	Town

Mid Term – 1 to 5 years

Action Item	Responsible Parties
1. Should the policy change, install centerline rumble strip along Route 133 (requires meeting policy at the time of installation)	Maine DOT
2. Clear additional vegetation, re-set or relocate the existing service drop Utility pole and cut bank back further east of Besse Road	Maine DOT, Town
3. Consider installation of a flashing beacon at the Besse Road Intersection (requires meeting the Flashing Beacon Warrants at the time of installation)	Maine DOT, Town
4. Consider speed to fast for curve and intersection activated warning system	Maine DOT, Town
5. Consider a Intelligent Collision Avoidance Warning System	Maine DOT, Town

Long Term – More than 5 years

Action Items	Responsible Parties
Install Edge Line Rumble Strip (In accordance with recommendations from a statewide systematic curve risk analysis, install device(s) as may be appropriate.)	Maine DOT

Final
Wayne Route 133 Safety Audit
Developed in conjunction with Wayne

Additional Items to be considered in the future

Action Items	Responsible Parties
1. Relocation and/or reconfiguration of Route 133, Besse Road and or lord Road	MaineDOT, Town

Appendix A

Items discussed, but with issues that would prevent implementation or a general consensus was not reached.

1. Install School Bus Stop Ahead sign: does not meet policy.
2. Reduce the speed limit: engineering standards not met.
3. Install LED lit signs or beacons on signs: does not meet policy

Wayne Town Manager

From: Eric Dyer <readfield.tmgr@roadrunner.com>
Sent: Wednesday, August 30, 2017 12:11 PM
To: Aaron Chrostowsky; Donna Wolfrom
Cc: 'Teresa'
Subject: Interlocal Argeement / Equipment Repair
Attachments: 2017-08-28 - Deere Disk Mower Repair Quote.pdf; Interlocal Agreement - Readfield Select Board approved revision 01-28-13 with signature page.doc

Good afternoon Donna and Aaron,

I am contacting you regarding the attached Interlocal Agreement and shared equipment purchased through a Maine Bond Bank grant about 10 years ago. The revised Agreement was executed in 2013 and has an initial term of five years, ending in late January or early February of 2018.

This spring I had sent the Deere disk mower attachment out for repairs only to have the service delayed and ultimately receive a repair quote for nearly double the original estimate and nearly the same cost as purchasing a new mower attachment. The disk mower is effectively worn out. As Wayne and Readfield had shared the use of the attachment for roadside mowing from 2007 through 2015, with Readfield using it exclusively in 2016, I had originally planned to address the repair with Wayne on a roughly 60/40 split per the Agreement. However, the current repair estimate dictates the need for a discussion regarding capital replacement.

Until this repair issue arose I had not reviewed the agreement and was not fully aware of its scope or many provisions. We are supposed to have a committee in place to recommend various actions and financial decisions. To my knowledge the RSU has used the listed equipment very little, and Wayne's use of the tractor and attachments is waning. The School Board and Select Boards have the authority to manage amendments to the Agreement. Per the Agreement renewal is automatic, and action to withdraw or terminate requires the approval of our respective legislative bodies. Two of the main goals of the Agreement are to foster interlocal collaboration and generate cost savings - which I would like to continue if possible.

These are just a few of the provisions that are now in the forefront of my thinking and in order to move ahead I am asking each of you to please consider:

- Your interest, if any, in sharing in the purchase of a new disk mower attachment (total cost in the range of \$9,000 to \$10,000).
- Your interest in continuing with the interlocal agreement; in whole, in part, or as amended, given that the renewal date is five months out.

Perhaps we should have a conference call or meeting (of the Committee?) to talk through some of this.....

Thanks,

Eric

Eric Dyer, Town Manager
Town of Readfield, ME
Office – 207-685-4939
Direct Line – 207-685-1818

PO	Account	Date 8/28/2017
Dealer Information HAMMOND TRACTOR COMPANY 216 CENTER ROAD FAIRFIELD, ME 04937 207-453-7131		Customer Info TOWN OF READFIELD BRUCE CHANDLER 8 OLD KENTS HILL ROAD READFIELD MAINE,

	Model	Part Number	Description	Quantity	Price	Extended Price								
1		K6808530	GEAR BOX	1	4515.73	4515.73								
2		56810900	<i>Gear set</i>	1	1410.12	1410.12								
3		56223600	<i>Seal</i>	1	11.20	11.20								
4		56810900	GEAR BOX	1	1409.12	1409.12								
5		56800600	GEAR	1	98.07	98.07								
6		81104577	BEARING	1	94.06	94.06								
7		56800700	GEAR	1	90.45	90.45								
8		56800300	GEAR	1	196.39	196.39								
9		81124081	BEARING	1	85.70	85.70								
10		82060012	O-RING	1	9.44	9.44								
Comments			<table border="1"> <tr> <td>Subtotal</td> <td>Shipping</td> <td>Labor</td> <td>Total</td> </tr> <tr> <td>7920.28</td> <td>0.00</td> <td>1630.30</td> <td>9550.58</td> </tr> </table>				Subtotal	Shipping	Labor	Total	7920.28	0.00	1630.30	9550.58
Subtotal	Shipping	Labor	Total											
7920.28	0.00	1630.30	9550.58											
Shipping Method			Currency USD											

INTERLOCAL AGREEMENT Section I: Introduction and Purpose

This Agreement is made by and among the Towns of Readfield and Wayne, and the Maranacook Regional School Unit #38 (“RSU #38) (collectively called the “Member Subdivisions”), in accordance with 30-A M.R.S.A. §§2201-2207. Each Member Subdivision is a political subdivision as defined in 30-A M.R.S.A. §2252 and each is located in the County of Kennebec, State of Maine.

WHEREAS, the original purpose of this Agreement was to effectively utilize the grant from the Maine Bond Bank, the continuing purpose is to explore and implement cost saving and cost sharing measures; and

WHEREAS, the activities of roadside mowing and the storage of calcium for use in treating secondary roads lend themselves to a sharing agreement among the Member Subdivisions; and

WHEREAS, the Member Subdivisions are interested in investigating additional shared services which could be covered by this Agreement in the future;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Member Subdivisions enter into this Agreement to set forth the terms and conditions for the provision of certain shared services.

Section II: Organizational Structure

1. It is hereby established and created an advisory body consisting of a Shared Services Regional Committee (the “Committee”). The Committee shall provide planning and oversight of the services provided for under this Agreement and shall serve in an advisory capacity to the Member Subdivisions.
2. Serving on the Committee shall be a Select Board member and Town Manager from each municipal Member Subdivision, the Superintendent of RSU #38 or his/her designee, and one representative from RSU#38. Each Select Board shall choose one of its members to serve on the Committee in any given year. The RSU #38 School Board shall choose a representative to serve on the Committee in any given year.
3. Meetings: The Committee may choose to meet when necessary upon initiation by any Member Subdivision. Among other business, the Committee meetings shall include a discussion of potential new ways to regionalize services and enjoy cost savings as a result. Any ideas arising from this discussion shall form the basis of recommendations the Committee shall make to the Member Subdivisions for possible amendments to this Agreement.

4. Delegation of Authority: The legislative bodies of the Member Subdivisions delegate the authority to approve amendments to this Agreement to their Select Boards or, in the case of RSU #38, the RSU #38 School Board.
5. Quorum/Vacancy: A vacancy on the Committee shall not impair the rights of the remaining members to exercise all of the powers described herein. Any vacancy notwithstanding, so long as a quorum of the existing Committee members is present at a meeting, the Committee may conduct official business by majority vote. A quorum shall be a minimum of three Committee members, with at least one representative from each member subdivision
6. The Readfield Town Manager will be responsible for coordinating the shared services provided under this Agreement, shall serve in an advisory capacity to the Member Subdivisions as a member of the Committee, and shall consider ideas from the other member subdivisions.

Section III: Duties

Except as otherwise provided or limited herein, the Committee shall have the following duties:

1. to promote cooperative arrangements and coordinated action among Member Subdivisions;
2. to recommend a budget and approve the prorated charges for Member Subdivisions;
3. to recommend appropriations and expenditures in furtherance of the purposes of the Agreement;
4. to recommend establishing reserve funds for improvements and furtherance of the purposes of this Agreement;
5. to enact and enforce any and all necessary and desirable rules and regulations for the orderly conduct of the activities of this Agreement and for the carrying out of the purposes of this Agreement;
6. to delegate practical day-to-day management of operations and equipment maintenance to the respective members providing any available services, with such management to be undertaken in keeping with the provisions of this Agreement and instructions from the Committee;
7. to recommend contracts with other persons, corporations, municipalities, and organizations as may be necessary;
8. to recommend applying for, negotiating for and receiving loans and grants for replacement of existing equipment;
9. to assist with applications for all local, state and federal permits or licenses necessary to serve its purpose; and
10. to do any or all other things necessary or incidental to accomplish the purposes of this Agreement.

The above duties shall be exercised by the Committee subject to the oversight and review of the officers of the Member Subdivisions, which oversight shall be exercised as deemed necessary by said officers. The officers of the Member Subdivisions shall retain ultimate control and authority over the exercise of the above duties of the Committee.

Section IV: Finances and Contributions

1. **Budget:** The Committee shall recommend an annual budget for each fiscal year of this Agreement, itemizing revenues and expenses. Before adopting the budget, the Committee shall make copies of the draft budget available for review and comment by the officers of the Member Subdivisions.
2. **Grant:** Through efforts of the Member Subdivisions, grant funds initially were made available through the Maine Bond Bank to assist in cost sharing/saving measures. Existing budget lines in all current Member Subdivision budgets shall fund this Agreement in each fiscal year. Ongoing usage of the equipment purchased through the grant and any other equipment purchased for this Agreement shall cost each Member Subdivision an amount calculated based on usage.
3. **Storage of Roadside Mowing and Liquid Calcium Equipment:** Readfield agrees to provide storage in a secure location for the tractor, liquid calcium tank, and related equipment. RSU #38 shall also provide an alternative maintenance service location for the tractor.
4. **Day-to-Day Operations:** The respective members with available services, through their employees, shall assume the day-to-day management responsibility of this Agreement. Such management shall be undertaken in accordance with this Agreement and with any instructions from the Committee and officers of the Member Subdivisions. Such management shall include, but is not limited to, coordination of labor, maintenance, repairs, usage of facilities/equipment, insurance, depreciation and the division of ongoing costs associated with the shared services contemplated by this Agreement.
5. **Ongoing Shared Costs and Fees:** The Member Subdivisions shall each be assessed for a share of identified costs on an "as used" basis, to be administered by the respective member providing the service.
 - A. With respect to use of the tractor for roadside mowing, a fee shall be assessed on a prorated basis for each Member Subdivision based on the number of hours the tractor is used for mowing by that Member Subdivision per job. The costs to be divided on this basis include the cost of operating labor, diesel, oil, and job-specific maintenance such as mower blade replacement. Annual costs for insurance, preventive maintenance, repairs and capital replacement costs will be assessed on a prorated basis for actual use by each member.

- B. With respect to the use of the calcium tank and base located at the Town of Readfield Transfer Station, costs shall be assessed on a prorated basis for each Member Subdivision based on the number of gallons of calcium used by that Member Subdivision per job. Annual costs to be divided on a prorated basis include the cost of maintenance, insurance, repairs and capital replacement.
- C. With respect to the use of the Town of Readfield's F550 truck (or other equipment provided by any Member Subdivision), costs shall be assessed on a prorated basis for each Member Subdivision based on the number of hours used by that Member Subdivision per job. Annual costs to be divided on a prorated basis include the cost of maintenance, insurance, repairs and capital replacement.
- D. With respect to the repairs of any equipment used as part of this Agreement, a cost shall be assessed on a prorated basis for each Member Subdivision based on the number of hours the equipment is used by that Member Subdivision per job.

6. Ownership: All equipment purchased initially in 2007 with the Maine Bond Bank grant shall be owned in the name of all of the remaining Member Subdivisions. This includes the tractor and attachments, plus the liquid calcium tank and base. The Committee may recommend further capital purchases, but the authority to agree to any further capital purchases will reside with each Member Subdivision. Any equipment purchased in the future with funds other than those from the original Maine Bond Bank grant shall be owned as determined by the Member Subdivisions and all information regarding new equipment shall be set forth in this Agreement as an amendment hereto, agreed to by the Select Boards and the School Board.

Member Subdivision Owned Equipment:	
A. John Deere 56HP Tractor	\$27741.00
B. KUHN 6'7 Cut Disc40 HP Mower	\$ 6259.00
C. Land Pride PD25 Post Hole Digger	\$ 1050.00
D. Land Pride LR2596 Landscape Rake	\$ 1350.00
E. Liquid Calcium tank and hook ups	\$ 1927.60
F. Calcium Tank Base	\$ 1417.00

Section V: Liability, Duration, Termination and Amendment

- 1. Liability: Each Member Subdivision shall indemnify and hold harmless the other Member Subdivisions against any and all future claims, loss, damage, loss of services, expenses, actions and causes of actions of all kinds whatsoever

related to the use of equipment or the undertaking of shared services in accordance with this Agreement.

2. **Duration:** This Agreement shall remain in full force and effect, as of the effective date given below, for a term of five (5) years, which term is automatically renewable unless this Agreement is terminated.
3. **Termination by Mutual Consent:** This Agreement may be terminated by mutual written consent of all of the Member Subdivisions at any time. Consent for this purpose must be given by the legislative body of each Member Subdivision. Termination by mutual consent shall be effective on the date specified in a consent resolution.
4. **Member Withdrawal:** Upon vote of its legislative body, any Member Subdivision may withdraw from this Agreement by giving notice of withdrawal in writing to the other Member Subdivisions. The notice of withdrawal shall take effect following receipt of the written notice by the remaining Member Subdivisions. The withdrawal of a Member Subdivision shall not automatically result in the termination of this Agreement. Rather, this Agreement shall be amended to reflect the withdrawal of a Member Subdivision. Notwithstanding the foregoing, the following provisos shall apply:
 - A. If the Town of Readfield withdraws from this Agreement, this Agreement shall wholly terminate unless the remaining Member Subdivisions can assume the responsibilities of the Town of Readfield under this Agreement.
 - B. If RSU#38 withdraws from this Agreement, the Agreement shall wholly terminate unless the remaining Member Subdivisions can assume the responsibilities of RSU #38 under this Agreement.
5. If termination by mutual consent occurs, all equipment purchased under this Agreement shall be disposed of as follows:
 - A. All Member Subdivisions shall have the opportunity to bid on the equipment, with the equipment going to the highest bidder and the proceeds from the bid being distributed evenly among the remaining Member Subdivisions.
 - B. If none of the Member Subdivisions wish to purchase the equipment, the Committee shall solicit bids from the general public, sell the equipment to the highest bidder, and distribute the proceeds evenly among the Member Subdivisions.
6. If a Member Subdivision withdraws from this Agreement, the Member Subdivision shall not receive compensation for any portion of the value of

equipment purchased with the Maine Bond Bank grant. If other equipment was purchased in part with funds from the Member Subdivision, which funds were not Maine Bond Bank grant funds, the Member Subdivision shall be reimbursed for the amount the Member Subdivision contributed, less reasonable depreciation.

7. This Agreement contains all the terms of this Agreement between the parties, and may be amended by written addendum only, approved by the Select Boards of each Member Subdivision, and in the case of RSU #38, by the School Board.

(Note that the Town of Manchester withdrew from the original agreement signed in 2007, per a letter contained in a file with background materials and other related documents at the Readfield Town Office.)

EFFECTIVE DATE for the Town of Readfield, per Select Board vote: January 28, 2013

Lawrence Dunn, Select Board Chair

Andrews Tolman, Select Board Vice-Chair

P. Greg Durgin, Select Board Member

Sue Reay, Select Board Member

Kathryn Mills Woodsum, Select Board Member

EFFECTIVE DATES for the Town of Wayne and Maranacook RSU #38 will be upon approval respectively by the Wayne Select Board and the Maranacook RSU #38 Board, with dated signature pages to be added to this Agreement.

Expense Summary Report

Fund: 1
ALL Months

Account	Budget Net	YTD Net	Unexpended Balance	Percent Spent
100 - General Admin	227,806.00	53,506.34	174,299.66	23.49
01 - Salaries	159,489.00	22,275.10	137,213.90	13.97
01 - Selectmen	7,162.00	0.00	7,162.00	0.00
05 - Town Manager	50,000.00	7,689.60	42,310.40	15.38
15 - Treasurer	3,000.00	0.00	3,000.00	0.00
20 - Tax Collector	22,686.00	2,895.44	19,790.56	12.76
25 - Town Clerk	23,532.00	3,669.38	19,862.62	15.59
35 - Meeting Clerk	603.00	0.00	603.00	0.00
70 - Med/Fica	8,184.00	1,090.44	7,093.56	13.32
75 - Health Insurance	38,561.00	6,439.35	32,121.65	16.70
80 - Retirement	4,811.00	371.87	4,439.13	7.73
81 - Income Protection plan	950.00	119.02	830.98	12.53
02 - Operating Expense	21,861.00	14,154.50	7,706.50	64.75
01 - Office Expense	3,000.00	363.48	2,636.52	12.12
05 - Travel expenses	900.00	100.00	800.00	11.11
10 - Training Expense	1,000.00	254.75	745.25	25.48
20 - MMA Dues	2,461.00	0.00	2,461.00	0.00
25 - Computer Repairs	500.00	108.00	392.00	21.60
30 - Computer Software	9,500.00	10,403.51	-903.51	109.51
35 - Website	500.00	691.76	-191.76	138.35
40 - Town Report	1,000.00	0.00	1,000.00	0.00
50 - Tax Administration	3,000.00	2,233.00	767.00	74.43
03 - Contractual	43,956.00	16,461.14	27,494.86	37.45
01 - Legal Services	10,000.00	2,096.00	7,904.00	20.96
05 - Audit Services	5,300.00	1,000.00	4,300.00	18.87
15 - Insurance	18,000.00	7,717.50	10,282.50	42.88
20 - Rent	6,656.00	0.00	6,656.00	0.00
25 - Copier lease	4,000.00	5,647.64	-1,647.64	141.19
05 - Utilities	2,500.00	615.60	1,884.40	24.62
01 - Telephone	2,500.00	615.60	1,884.40	24.62
101 - Debt Service	216,812.00	101,784.41	115,027.59	46.95
15 - Debt Service	216,812.00	101,784.41	115,027.59	46.95
05 - North Wayne Road	35,578.00	37,795.97	-2,217.97	106.23
10 - Kings Highway	65,256.00	0.00	65,256.00	0.00
15 - Old Winthrop Road	63,974.00	63,988.44	-14.44	100.02
20 - Mount Pisgah Road	52,004.00	0.00	52,004.00	0.00
102 - Elections & Hearings	1,577.00	939.40	637.60	59.57
01 - Salaries	1,077.00	939.40	137.60	87.22
41 - Elections clerk	1,000.00	872.64	127.36	87.26
70 - Med/Fica	77.00	66.76	10.24	86.70
02 - Operating Expense	500.00	0.00	500.00	0.00
01 - Office Expense	500.00	0.00	500.00	0.00
103 - General Assistance	1,500.00	0.00	1,500.00	0.00
10 - Social Services/Community Serv	1,500.00	0.00	1,500.00	0.00
85 - General Assistance	1,500.00	0.00	1,500.00	0.00
104 - Fire Department	55,071.00	2,996.20	52,074.80	5.44
01 - Salaries	15,071.00	0.00	15,071.00	0.00
50 - Chief Officers stipends	6,000.00	0.00	6,000.00	0.00

Expense Summary Report

Fund: 1
ALL Months

Account	Budget Net	YTD Net	Unexpended Balance	Percent Spent
104 - Fire Department CONT'D				
52 - Firefighter stipends	8,000.00	0.00	8,000.00	0.00
70 - Med/Fica	1,071.00	0.00	1,071.00	0.00
02 - Operating Expense	40,000.00	2,996.20	37,003.80	7.49
60 - Fire Operations	22,000.00	1,741.02	20,258.98	7.91
61 - Fire Communications	4,000.00	560.18	3,439.82	14.00
62 - Fire Equipment	14,000.00	695.00	13,305.00	4.96
105 - Assessing	22,800.00	2,500.00	20,300.00	10.96
02 - Operating Expense	1,800.00	0.00	1,800.00	0.00
75 - GIS Maps	1,800.00	0.00	1,800.00	0.00
03 - Contractual	21,000.00	2,500.00	18,500.00	11.90
30 - Assessing/Mapping	15,000.00	2,500.00	12,500.00	16.67
35 - Quarterly review	6,000.00	0.00	6,000.00	0.00
106 - Animal Control	5,130.00	472.63	4,657.37	9.21
01 - Salaries	3,230.00	0.00	3,230.00	0.00
55 - Animal control officer	3,000.00	0.00	3,000.00	0.00
70 - Med/Fica	230.00	0.00	230.00	0.00
10 - Social Services/Community Serv	1,900.00	472.63	1,427.37	24.88
90 - Humane Society	1,900.00	472.63	1,427.37	24.88
107 - Code Enforcement	13,514.00	1,958.64	11,555.36	14.49
01 - Salaries	12,514.00	1,958.64	10,555.36	15.65
56 - Code Enforcement Officer	11,625.00	1,819.44	9,805.56	15.65
70 - Med/Fica	889.00	139.20	749.80	15.66
65 - Unclassified	1,000.00	0.00	1,000.00	0.00
30 - Ordinance & Mapping	1,000.00	0.00	1,000.00	0.00
108 - Public Safety	32,811.00	9,016.89	23,794.11	26.67
03 - Contractual	26,911.00	7,360.33	19,550.67	27.35
40 - Ambulance	11,022.00	0.00	11,022.00	0.00
45 - Sheriff Dept	4,000.00	1,820.00	2,180.00	45.50
50 - PSAP Dispatching	11,889.00	5,540.33	6,348.67	46.60
05 - Utilities	6,900.00	1,656.56	5,243.44	24.01
20 - Street lights	6,900.00	1,656.56	5,243.44	24.01
109 - Roads	292,290.00	53,045.03	239,244.97	18.15
03 - Contractual	169,790.00	3,000.00	166,790.00	1.77
55 - Parking Lot Plowing	3,827.00	0.00	3,827.00	0.00
60 - Road Plowing	162,963.00	0.00	162,963.00	0.00
75 - Roadside mowing	3,000.00	3,000.00	0.00	100.00
05 - Utilities	500.00	43.15	456.85	8.63
05 - Electricity	500.00	43.15	456.85	8.63
25 - Roads	122,000.00	50,001.88	71,998.12	40.99
01 - Roads Administration	1,000.00	339.50	660.50	33.95
05 - Brush/Tree removal	12,000.00	2,000.00	10,000.00	16.67
10 - Calcium chloride	8,000.00	1,942.40	6,057.60	24.28
15 - Sweeping	4,000.00	39.00	3,961.00	0.98
20 - Patching	4,000.00	729.81	3,270.19	18.25
30 - Signs	2,000.00	676.01	1,323.99	33.80
35 - Painting	1,000.00	0.00	1,000.00	0.00

Expense Summary Report

Fund: 1
ALL Months

Account	Budget Net	YTD Net	Unexpended Balance	Percent Spent
109 - Roads CONT'D				
40 - Culverts	9,000.00	9,722.73	-722.73	108.03
45 - Gravel	26,000.00	5,037.08	20,962.92	19.37
46 - Winter salt	12,000.00	7,563.60	4,436.40	63.03
70 - Grading	8,000.00	1,302.50	6,697.50	16.28
75 - Ditching	35,000.00	20,649.25	14,350.75	59.00
110 - Transfer Station	81,176.00	23,042.42	58,133.58	28.39
02 - Operating Expense	1,500.00	0.00	1,500.00	0.00
80 - Hazardous waste	1,500.00	0.00	1,500.00	0.00
03 - Contractual	79,676.00	23,042.42	56,633.58	28.92
65 - Transfer Station Operations	73,774.00	23,042.42	50,731.58	31.23
66 - Transfer Station CIP	5,902.00	0.00	5,902.00	0.00
111 - Outside Agencies	27,928.00	0.00	27,928.00	0.00
10 - Social Services/Community Serv	27,928.00	0.00	27,928.00	0.00
01 - Library	6,000.00	0.00	6,000.00	0.00
10 - Archival board	500.00	0.00	500.00	0.00
15 - Messenger	3,000.00	0.00	3,000.00	0.00
20 - Cemetery Association	3,500.00	0.00	3,500.00	0.00
25 - Rural Community Action	3,700.00	0.00	3,700.00	0.00
30 - Senior Spectrum	1,004.00	0.00	1,004.00	0.00
35 - Hospice	1,000.00	0.00	1,000.00	0.00
40 - Family Violence	1,000.00	0.00	1,000.00	0.00
45 - Maine Public Broadcasting	100.00	0.00	100.00	0.00
50 - Kennebec Valley Behavioral Hea	1,600.00	0.00	1,600.00	0.00
55 - Children Center	595.00	0.00	595.00	0.00
60 - Red Cross	1,200.00	0.00	1,200.00	0.00
65 - Sexual Assault Crisis Support	417.00	0.00	417.00	0.00
66 - Crisis & Counseling Center	1,562.00	0.00	1,562.00	0.00
76 - Aging-at-Home	250.00	0.00	250.00	0.00
77 - Winthrop Hot Meal Kitchen	1,000.00	0.00	1,000.00	0.00
94 - Winthrop Food Pantry	1,500.00	0.00	1,500.00	0.00
112 - Recreation	22,926.00	2,620.04	20,305.96	11.43
01 - Salaries	2,153.00	0.00	2,153.00	0.00
67 - Recreation Coordinator	2,000.00	0.00	2,000.00	0.00
70 - Med/Fica	153.00	0.00	153.00	0.00
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	6,623.00	1,852.40	4,770.60	27.97
70 - Mowing	2,448.00	684.00	1,764.00	27.94
71 - Ladd Mowing	4,175.00	1,168.40	3,006.60	27.99
10 - Social Services/Community Serv	9,850.00	767.64	9,082.36	7.79
91 - Kennebec Land Trust	250.00	0.00	250.00	0.00
92 - Friends of Cobbossee Watershe	1,300.00	0.00	1,300.00	0.00
93 - Memorial Day	300.00	0.00	300.00	0.00
97 - Andro Lake Improve Corp	2,500.00	0.00	2,500.00	0.00
98 - Andro Yacht club	500.00	0.00	500.00	0.00
99 - 30 Mile Watershed	5,000.00	767.64	4,232.36	15.35
113 - Land and Buildings	2,624.00	1,360.21	1,263.79	51.84

Expense Summary Report

Fund: 1
ALL Months

Account	Budget Net	YTD Net	Unexpended Balance	Percent Spent
113 - Land and Buildings CONT'D				
02 - Operating Expense	1,600.00	1,073.81	526.19	67.11
15 - Maintenance and Repairs	1,000.00	947.75	52.25	94.78
95 - NW Schoolhouse	200.00	23.65	176.35	11.83
96 - NW Building	200.00	56.31	143.69	28.16
97 - Town House	200.00	46.10	153.90	23.05
03 - Contractual	1,024.00	286.40	737.60	27.97
72 - Historic Property Mowing	1,024.00	286.40	737.60	27.97
114 - Capital Reserves transfers	95,000.00	0.00	95,000.00	0.00
52 - Capital Reserve Funds	95,000.00	0.00	95,000.00	0.00
05 - Fire Truck	30,000.00	0.00	30,000.00	0.00
43 - Ladd Recreation Ctr. Imp.	10,000.00	0.00	10,000.00	0.00
50 - Road Recon. & Pav. Project	50,000.00	0.00	50,000.00	0.00
76 - Broadband Expansion	5,000.00	0.00	5,000.00	0.00
115 - School RSU #38	2,179,274.00	542,964.47	1,636,309.53	24.91
60 - Intergovernment	2,179,274.00	542,964.47	1,636,309.53	24.91
15 - RSU #38	2,179,274.00	542,964.47	1,636,309.53	24.91
116 - County Tax	190,010.00	0.00	190,010.00	0.00
60 - Intergovernment	190,010.00	0.00	190,010.00	0.00
20 - Kennebec County Tax	190,010.00	0.00	190,010.00	0.00
117 - Cobbossee Watershed District	2,536.00	845.33	1,690.67	33.33
60 - Intergovernment	2,536.00	845.33	1,690.67	33.33
25 - Cobbossee Watershed District	2,536.00	845.33	1,690.67	33.33
118 - Overlay	10,000.00	0.00	10,000.00	0.00
60 - Intergovernment	10,000.00	0.00	10,000.00	0.00
30 - Overlay	10,000.00	0.00	10,000.00	0.00
120 - Selectboard Contingency	2,500.00	348.33	2,151.67	13.93
65 - Unclassified	2,500.00	348.33	2,151.67	13.93
01 - Contigent	2,500.00	348.33	2,151.67	13.93
Final Totals	3,484,285.00	797,400.34	2,686,884.66	22.89

Revenue Summary Report

Fund: 1
ALL

Account	Budget Net	YTD Net	Uncollected Balance	Percent Collected
100 - General Admin	441,468.00	3,005,808.79	-2,564,340.79	680.87
01 - Banking Interest	1,000.00	210.73	789.27	21.07
03 - Lien costs	5,000.00	594.42	4,405.58	11.89
04 - Interest on taxes	12,000.00	2,566.41	9,433.59	21.39
05 - MV Agent fees	5,000.00	1,170.00	3,830.00	23.40
06 - IFW Agent fees	1,000.00	116.00	884.00	11.60
07 - Motor Vehicle excise	250,000.00	62,188.67	187,811.33	24.88
08 - Boat Excise	5,000.00	977.80	4,022.20	19.56
09 - Vitals	500.00	351.40	148.60	70.28
13 - Cable TV Franchise	5,000.00	0.00	5,000.00	0.00
14 - Misc revenue	5,000.00	50.00	4,950.00	1.00
15 - Surplus	100,000.00	0.00	100,000.00	0.00
20 - Insurance Dividends/Reimburse	0.00	955.00	-955.00	---
21 - State revenue sharing	46,968.00	8,078.49	38,889.51	17.20
25 - Tax Commitment	0.00	2,928,549.87	-2,928,549.87	---
26 - Supplemental Taxes	5,000.00	0.00	5,000.00	0.00
103 - General Assistance	750.00	0.00	750.00	0.00
01 - GA Reimbursement	750.00	0.00	750.00	0.00
105 - Assessing	44,200.00	48,128.00	-3,928.00	108.89
01 - Tree Growth	4,000.00	0.00	4,000.00	0.00
02 - Homestead Exemption	35,000.00	46,884.00	-11,884.00	133.95
03 - Veteran reimbursement	1,500.00	1,244.00	256.00	82.93
04 - BETE Reimbursement	3,700.00	0.00	3,700.00	0.00
106 - Animal Control	750.00	0.00	750.00	0.00
01 - Dog fees	750.00	0.00	750.00	0.00
107 - Code Enforcement	2,000.00	132.00	1,868.00	6.60
01 - Building permits	2,000.00	130.00	1,870.00	6.50
02 - Yard Sale Permit	0.00	2.00	-2.00	---
109 - Roads	30,708.00	0.00	30,708.00	0.00
01 - Local Road Assist Program	30,708.00	0.00	30,708.00	0.00
110 - Transfer Station	5,902.00	0.00	5,902.00	0.00
15 - Transfer from Cap. Reserve Fnd	5,902.00	0.00	5,902.00	0.00
Final Totals	525,778.00	3,054,068.79	-2,528,290.79	580.87

Revenue Summary Report

Fund: 1
ALL

Account	Budget Net	YTD Net	Uncollected Balance	Percent Collected
100 - General Admin	441,468.00	3,005,808.79	-2,564,340.79	680.87
01 - Banking Interest	1,000.00	210.73	789.27	21.07
03 - Lien costs	5,000.00	594.42	4,405.58	11.89
04 - Interest on taxes	12,000.00	2,566.41	9,433.59	21.39
05 - MV Agent fees	5,000.00	1,170.00	3,830.00	23.40
06 - IFW Agent fees	1,000.00	116.00	884.00	11.60
07 - Motor Vehicle excise	250,000.00	62,188.67	187,811.33	24.88
08 - Boat Excise	5,000.00	977.80	4,022.20	19.56
09 - Vitals	500.00	351.40	148.60	70.28
13 - Cable TV Franchise	5,000.00	0.00	5,000.00	0.00
14 - Misc revenue	5,000.00	50.00	4,950.00	1.00
15 - Surplus	100,000.00	0.00	100,000.00	0.00
20 - Insurance Dividends/Reimbusem	0.00	955.00	-955.00	----
21 - State revenue sharing	46,968.00	8,078.49	38,889.51	17.20
25 - Tax Commitment	0.00	2,928,549.87	-2,928,549.87	----
26 - Supplemental Taxes	5,000.00	0.00	5,000.00	0.00
103 - General Assistance	750.00	0.00	750.00	0.00
01 - GA Reimbursement	750.00	0.00	750.00	0.00
105 - Assessing	44,200.00	48,128.00	-3,928.00	108.89
01 - Tree Growth	4,000.00	0.00	4,000.00	0.00
02 - Homestead Exemption	35,000.00	46,884.00	-11,884.00	133.95
03 - Veteran reimbursement	1,500.00	1,244.00	256.00	82.93
04 - BETE Reimbursement	3,700.00	0.00	3,700.00	0.00
106 - Animal Control	750.00	0.00	750.00	0.00
01 - Dog fees	750.00	0.00	750.00	0.00
107 - Code Enforcement	2,000.00	132.00	1,868.00	6.60
01 - Building permits	2,000.00	130.00	1,870.00	6.50
02 - Yard Sale Permit	0.00	2.00	-2.00	----
109 - Roads	30,708.00	0.00	30,708.00	0.00
01 - Local Road Assist Program	30,708.00	0.00	30,708.00	0.00
110 - Transfer Station	5,902.00	0.00	5,902.00	0.00
15 - Transfer from Cap. Reserve Fnd	5,902.00	0.00	5,902.00	0.00
Final Totals	525,778.00	3,054,068.79	-2,528,290.79	580.87

General Ledger Summary Report

Fund(s): ALL

ALL

Account	Beg Bal Net	----- Y T D -----		Net	Pending Activity	Balance Net
		Debits	Credits			
General Fund	0.00	7,421,000.97	7,421,030.97	0.00	2,810.23	2,810.23
Assets	869,150.16	3,298,368.55	842,715.96	2,455,652.59	0.00	3,324,802.75
100-00 Cash / Checking	813,537.84	271,646.28	669,411.44	-397,765.16	0.00	415,772.68
110-00 Debit Card Account-Androscogg	2,000.00	0.00	0.00	0.00	0.00	2,000.00
110-01 Cash Drawers	400.00	0.00	0.00	0.00	0.00	400.00
110-03 Andro Savings 1600191314	243,374.44	0.00	0.00	0.00	0.00	243,374.44
116-00 NSF CHECK	1,240.59	226.74	226.74	0.00	0.00	1,240.59
120-00 ACCOUNTS RECEIVABLE	772.57	0.00	0.00	0.00	0.00	772.57
150-05 2005 Real Estate Taxes	-0.01	0.00	0.00	0.00	0.00	-0.01
150-12 2012 Real Estate Taxes	5,611.57	0.00	0.00	0.00	0.00	5,611.57
150-13 2013 Real Estate Taxes	0.01	0.00	0.00	0.00	0.00	0.01
150-14 2014 Real Estate Taxes	21.39	0.00	0.00	0.00	0.00	21.39
150-15 2015 Real Estate Taxes	26.33	0.00	0.00	0.00	0.00	26.33
150-16 2016 Real Estate Taxes	97,271.34	0.00	97,146.53	-97,146.53	0.00	124.81
150-17 2017 Real Estate Taxes	-1,925.16	2,915,511.50	12,391.29	2,903,120.21	0.00	2,901,195.05
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	1,504.73	0.00	0.00	0.00	0.00	1,504.73
155-12 2012 pp Taxes	1,504.73	0.00	0.00	0.00	0.00	1,504.73
155-13 2013 pp Taxes	1,680.98	0.00	0.00	0.00	0.00	1,680.98
155-14 2014 pp Taxes	2,179.89	0.00	0.00	0.00	0.00	2,179.89
155-15 2015 pp Taxes	2,779.86	0.00	0.00	0.00	0.00	2,779.86
155-16 2016 pp Taxes	7,048.26	0.00	0.00	0.00	0.00	7,048.26
155-17 2017 pp Taxes	-0.05	13,296.90	0.00	13,296.90	0.00	13,296.85
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
160-13 2013 Liens	5,891.58	0.00	0.00	0.00	0.00	5,891.58
160-14 2014 Liens	6,237.94	0.00	0.00	0.00	0.00	6,237.94
160-15 2015 Liens	26,231.67	0.00	9,697.58	-9,697.58	0.00	16,534.09
160-16 2016 Liens	0.00	65,810.12	7,034.38	58,775.74	0.00	58,775.74
165-00 Write off	22.64	0.00	0.00	0.00	0.00	22.64
199-02 Due to/from Ladd Rec	2,768.11	26,364.84	28,698.00	-2,333.16	0.00	434.95
199-03 Due to/from Special Revenues	-12,769.64	5,512.17	18,110.00	-12,597.83	0.00	-25,367.47
199-04 Due to/from Capital Projects	-357,781.23	0.00	0.00	0.00	0.00	-357,781.23
199-05 Due to/from Trust Funds	348.81	0.00	0.00	0.00	0.00	348.81
Liabilities	113,560.38	31,425.90	36,417.32	4,991.42	-2,810.23	115,741.57
309-00 Community Directory	0.00	0.00	5.00	5.00	0.00	5.00
310-01 BMV	3,827.88	27,295.38	30,493.73	3,198.35	-2,810.23	4,216.00
310-03 State Vital Fees	53.60	0.00	47.60	47.60	0.00	101.20
310-15 IFW	6,467.81	3,026.50	4,101.95	1,075.45	0.00	7,543.26
310-30 Dog License State	72.00	0.00	0.00	0.00	0.00	72.00
310-35 State Plumbing Fee 25%	566.25	0.00	137.50	137.50	0.00	703.75
310-36 DEP Plumbing Fee \$15.00	-50.00	0.00	15.00	15.00	0.00	-35.00
320-05 LPI Plumbing Fee 75%	-221.25	0.00	512.50	512.50	0.00	291.25
330-50 MMEHT with holding	-64.91	1,104.02	1,104.04	0.02	0.00	-64.89

General Ledger Summary Report

Fund(s): ALL
ALL

Account	Beg Bal	----- Y T D -----			Pending Activity	Balance Net
	Net	Debits	Credits	Net		
1 - General Fund CONT'D						
400-00 Deferred Tax Revenues	102,909.00	0.00	0.00	0.00	0.00	102,909.00
Fund Balance	755,589.78	4,091,236.52	6,541,897.69	2,450,661.17	0.00	3,206,250.95
500-00 Expense control	0.00	606,951.52	3,487,828.90	2,880,877.38	0.00	2,880,877.38
510-00 Revenue control	0.00	525,778.00	3,054,068.79	2,528,290.79	0.00	2,528,290.79
520-00 Undesignated fund balance	755,589.78	2,958,507.00	0.00	-2,958,507.00	0.00	-2,202,917.22
2 - Ladd. Rec Operations						
Assets	-2,768.11	28,698.00	26,364.84	2,333.16	0.00	-434.95
199-01 Due to/from	-2,768.11	28,698.00	26,364.84	2,333.16	0.00	-434.95
Liabilities	0.00	0.00	0.00	0.00	0.00	0.00
Fund Balance	-2,768.11	26,364.84	28,698.00	2,333.16	0.00	-434.95
500-00 Expense Control	0.00	26,364.84	682.00	-25,682.84	0.00	-25,682.84
510-00 Revenue Control	0.00	0.00	28,016.00	28,016.00	0.00	28,016.00
520-00 Fund Balance	-2,768.11	0.00	0.00	0.00	0.00	-2,768.11
3 - Special Revenues						
Assets	15,194.47	18,110.00	5,512.17	12,597.83	0.00	27,792.30
120-01 No. Wayne School House KSB	2,424.83	0.00	0.00	0.00	0.00	2,424.83
199-01 Due to/from	12,769.64	18,110.00	5,512.17	12,597.83	0.00	25,367.47
Liabilities	0.00	0.00	0.00	0.00	0.00	0.00
Fund Balance	15,194.47	5,512.17	18,110.00	12,597.83	0.00	27,792.30
500-00 Expense Control	0.00	5,512.17	3,500.00	-2,012.17	0.00	-2,012.17
510-00 Revenue Control	0.00	0.00	14,610.00	14,610.00	0.00	14,610.00
520-00 Fund Balance	6,346.09	0.00	0.00	0.00	0.00	6,346.09
525-00 Animal Control	1,162.00	0.00	0.00	0.00	0.00	1,162.00
531-00 Farmers Market	713.02	0.00	0.00	0.00	0.00	713.02
532-00 Wayne History Project	3,973.42	0.00	0.00	0.00	0.00	3,973.42
534-00 TOWN BOAT LAUNCH	-3,620.00	0.00	0.00	0.00	0.00	-3,620.00
535-00 Soccer	2,269.19	0.00	0.00	0.00	0.00	2,269.19
536-00 Softball	403.02	0.00	0.00	0.00	0.00	403.02
537-00 Baseball	-482.60	0.00	0.00	0.00	0.00	-482.60
538-00 Cemetery Lot Sales	275.00	0.00	0.00	0.00	0.00	275.00
539-00 Community Directory	155.00	0.00	0.00	0.00	0.00	155.00
540-00 No. Wayne School House	2,329.33	0.00	0.00	0.00	0.00	2,329.33
541-00 Water Quality	1,671.00	0.00	0.00	0.00	0.00	1,671.00
4 - Capital Reserves						
Assets	430,710.02	0.00	0.00	0.00	0.00	430,710.02
109-00 Fire Truck - WAFCU - 24852-00	25.00	0.00	0.00	0.00	0.00	25.00
110-00 Fire Truck - WAFCU - 24852-64	17,928.79	0.00	0.00	0.00	0.00	17,928.79

General Ledger Summary Report

Fund(s): ALL

ALL

Account	Beg Bal Net	----- Y T D -----		Pending Activity	Balance Net
		Debits	Credits	Net	
4 - Capital Reserves CONT'D					
199-01 Due to/from	412,756.23	0.00	0.00	0.00	412,756.23
Liabilities	0.00	0.00	0.00	0.00	0.00
Fund Balance	430,710.02	0.00	0.00	0.00	430,710.02
521-00 Transfer Station	43,572.00	0.00	0.00	0.00	43,572.00
523-00 Roads	85,589.52	0.00	0.00	0.00	85,589.52
524-00 Fire Truck	72,928.79	0.00	0.00	0.00	72,928.79
525-00 Sand Salt Shed	2,918.64	0.00	0.00	0.00	2,918.64
526-00 Footbridge	3,617.44	0.00	0.00	0.00	3,617.44
527-00 Paving	100,000.00	0.00	0.00	0.00	100,000.00
531-00 Lord Road Paving	10,083.12	0.00	0.00	0.00	10,083.12
532-00 Hardscrabble Road	2,810.53	0.00	0.00	0.00	2,810.53
533-00 Lovejoy Pond Dam	13,796.90	0.00	0.00	0.00	13,796.90
534-00 Land/Building	264.36	0.00	0.00	0.00	264.36
535-00 Cemetery Stone Cleaning	9,900.00	0.00	0.00	0.00	9,900.00
536-00 Town Office	62,402.50	0.00	0.00	0.00	62,402.50
537-00 Besse Road Chip Seal	4,800.00	0.00	0.00	0.00	4,800.00
538-00 Fire Equipment	2,945.90	0.00	0.00	0.00	2,945.90
539-00 Village Improvements	198.88	0.00	0.00	0.00	198.88
540-00 Technology	9,145.29	0.00	0.00	0.00	9,145.29
542-00 Emergency Management	5,200.00	0.00	0.00	0.00	5,200.00
543-00 Fire Pond/Dry Hydrant	1,633.00	0.00	0.00	0.00	1,633.00
545-00 Fmr. Pettengill Property Legal	-1,096.85	0.00	0.00	0.00	-1,096.85
5 - Trust Funds	0.00	0.00	0.00	0.00	0.00
Assets	80,052.09	0.00	0.00	0.00	80,052.09
101-00 Jaworski Andro 45107709	1,141.74	0.00	0.00	0.00	1,141.74
103-00 Ruth Lee Andro 45107645	8,486.39	0.00	0.00	0.00	8,486.39
104-00 Ladd Worthy Poor Andro 4510761	23,669.40	0.00	0.00	0.00	23,669.40
105-00 Ladd WAFUCU 25542-ID 00	25.04	0.00	0.00	0.00	25.04
106-00 Ladd WAFUCU 25542-ID 10 CD	14,862.67	0.00	0.00	0.00	14,862.67
107-00 Ladd WAFUCU 25542-ID 64 Savings	32,215.66	0.00	0.00	0.00	32,215.66
199-01 Due to/from	-348.81	0.00	0.00	0.00	-348.81
Liabilities	0.00	0.00	0.00	0.00	0.00
Fund Balance	80,052.09	0.00	0.00	0.00	80,052.09
521-00 Jaworski Fund Balance	1,141.74	0.00	0.00	0.00	1,141.74
522-00 Ladd Recreation Capital FB	48,478.37	0.00	0.00	0.00	48,478.37
523-00 Ruth Lee FB	8,486.39	0.00	0.00	0.00	8,486.39
524-00 Ladd Worthy Poor FB	21,945.59	0.00	0.00	0.00	21,945.59
Final Totals	0.00	7,499,715.98	7,499,715.98	0.00	2,810.23

Wayne Town Manager

From: Wayne Town Manager <townmanager@waynemaine.org>
Sent: Thursday, August 31, 2017 11:43 AM
To: 'vwsb1972@gmail.com'
Cc: Gary Kenny (gkenny1515@aol.com)
Subject: Wilson Pond

Dear Ms. Kandarian,

Thanks for your questions. I have been down to investigate the floats and moorings in question off Mt. Pisgah Road on Wilson Pond.

Unfortunately, there is not a lot the town can do to resolve this matter.

The floats in question appear to be in Wayne. However, Wilson Pond is a great pond and owned by the State of Maine.

According to the "*Boater's Guide to Maine Boating Laws and Responsibilities*," Wilson Pond has no boating restrictions (i.e. PWC – personal water craft).

The Town of Wayne doesn't regulate moorings, we don't have a mooring ordinance. The moorings in question appear to be within the "Water Safety Zone".

Mooring related questions can be best summarized as follows:

http://www.maine.gov/dacf/parks/water_activities/boating/faq.shtml or read below:

Q. What do I need to know about placing a mooring on an inland lake or pond in Maine?

A. With a couple exceptions, the State of Maine does not control the placement of moorings on inland waterways. The placement of moorings, where controlled, are controlled by the local municipality in which a body of water lies. Although some municipalities have adopted a mooring ordinance limiting their placement, most towns have not although many are currently considering it. If you are considering the placement of a mooring, please check with the local municipality in which the body of water you are interested in lies about a mooring ordinance.

In the interest of boating safety, the Department of Agriculture, Conservation and Forestry, Boating Facilities has two basic rules when it comes to the placement of moorings. These rules work hand in hand with the Water Safety Zone (the first 200' from any shore.) Objects placed beyond the Water Safety Zone may be considered a hazard to navigation.

1. No mooring will be placed so that it or the object moored thereto extends beyond the Water Safety Zone or 1/3 the distance to the opposite shore whichever is less. In addition, no mooring may be placed in State waters in a marked channel or a Fairway or in a manner that would impede access to a public boat launch facility or deny the right of free navigation.

2. The proper mooring ball used to float the chain is a white ball with a blue stripe.

In the interest of public safety, it has been determined that objects placed beyond the Water Safety Zone may be considered a hazard to navigation and may be removed by the Department without notification.

If you feel someone is not boating safely, you should contact the Maine Warden Service. If you feel someone trespassed across your property feel free to contact the Maine State Police or an attorney.

If you have any further questions or concerns, please don't hesitate to contact me at (207) 685-4983 or townmanager@waynemaine.org. I hope this helps.

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>

Rabies Clinic & Register Your Dog, too

Date: Saturday October 21, 2017
Time: 8:00 AM – 11:00 AM
Location: North Wayne Fire Station, Kents Hill Road

Rabies Clinic

Mary Sheridan, DVM, from Winthrop Veterinary Hospital will be on hand to vaccinate your dog or cat.

Cost: \$15.00 for vaccination ***“Cash Only”***

Please bring proof of vaccination to get a three year vaccination.

Register Your Dog

Aaron Chrostowsky, Wayne Town Manager will be on hand to register your dog.

Cost: Fixed: \$6.00
Non-fixed: \$11.00

“Cash and Check only”

Meet our Animal Control Officer Taylor Stevenson



Town News – September 2017

Please remember that kids are heading back to school this week, so please watch out for the kids at the bus stops and walking along the roads.

In observation of **Labor Day, Monday September 4, 2017**, the Town Office will be closed. It will re-open on Tuesday September 5, 2017, during our regularly scheduled hours.

This month the **Selectboard** will be meeting on **September 5th** and **September 19th** at **6:30 PM** at the **Wayne Elementary School Gymnasium**.

This month the **Planning Board** will be meeting on **Wednesday September 6th** at **7:00 PM** at the **Wayne Town Office**.

This month the **Open Space Committee** will be meeting on **Monday September 25th** at **7:00 PM** at the **Wayne Town Office**.

Later this month, the Ladd Recreation Center will be resurfacing the Tennis Courts. Please plan accordingly and respect the wishes of the contractors. Also, a special thanks goes to all the families who donated to help complete this project.

The Town of Wayne's paving contractor, **All State Asphalt will be reclaiming and paving Lovejoy Pond Road at the middle to end of this month.** *During the construction process, the roads will be closed to thru traffic; however, will be open for local traffic (residents, emergency vehicles, post office and school buses) you might experience temporary road closures and delays, be prepared to stop and obey all flaggers and signs for your safety and the contractors.* Please bear with us, while we work toward improving the Town roads. This will only be temporary and in the end, the Town will have smooth and safe road to travel. Thank you in advance for your cooperation. If you have any questions, please don't hesitate to contact the Town Office.

The Town's **Assessor Agent Matt Caldwell** from RJD Appraisal will be available by appointment on **Monday September 25, 2017** to answer any questions you might have about your assessment or tax bill. Please contact, the Town Office to schedule an appointment.

Your **2017 property taxes** will be committed in August and tax bills will be mailed at the end of August. **Property taxes are due on October 1st, 2017.**

TOWN OF WAYNE

Incorporated February 12, 1798

(Copy)

P.O. Box 400
Wayne, Maine 04284

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

NOTICE OF PROPERTY TAX ASSESSMENT REVIEW/ ABATEMENT ACTION

August 24th, 2017

Christopher Dumaine
897 Sandy River Road
Mt. Vernon ME 04052

Map 003 Lot 009-"D-ON" Account# 1247 Location: Morrison Heights Road

Christopher Dumaine

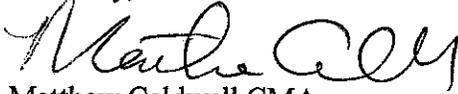
We have reviewed your abatement request dated June 14th 2017 for the above referenced property. Your claim is for excessive-overvaluation. Your request is for a \$22,400?, reduction in Real Estate valuation. You based your request due to Illegal Taxation, Unjust discrimination and Excessive Taxation

In Maine, an assessment is assumed valid and it is the responsibility of the taxpayer to prove that assessment is "manifestly wrong". In the 1999 case of City of Biddeford v. Adams, the Maine Supreme Court declared that a town's tax assessment is presumed to be valid and that the taxpayer must prove that it is "manifestly wrong". This was affirmed in the 2001 case of Yusem v. Town of Raymond, where the Maine Supreme Court held to overcome the presumption of validity, the taxpayer must present *credible, affirmative evidence* that the assessor's valuation was "manifestly wrong", by demonstrating (1) the judgment of the assessor was irrational or so unreasonable in light of circumstances and an injustice resulted; (2) there was unjust discrimination; or (3) the assessment was fraudulent, dishonest, or illegal. If the taxpayer meets this burden, the Board must then engage in an independent determination of fair market value based on a consideration of all relevant evidence of just value. This case also reaffirmed that a taxpayer does not meet this burden merely by impeaching the assessor's methodology.

In response to the Reasons for requesting Abatement and the "Statement in support of Abatement Request" listed "Illegal Taxation" which the Town of Wayne corrected and reissued updated tax bills due to clerical errors of several wrong dates in the information box on the original supplemental bill. The Town of Wayne does not systematically have an assessing policy in place that excludes valuing of solar panels. In closing you have not supplied sufficient evidence to demonstrate that your assessment is illegal, unjust or excessive". Based on this, your application for abatement for the 2016 tax year is denied.

If you elect to appeal the decision on your request for tax abatement, your appeal will be to the Kennebec County Commissioners. Applications must be made in writing to the Commissioners within 60 days of this notice. Actions applicable to the tax assessment and abatement appeal process are addressed in Title 36 MRSA Sections 841-849.

Sincerely,

A handwritten signature in black ink, appearing to read "Matthew Caldwell". The signature is fluid and cursive, with the first name "Matthew" written in a larger, more prominent script than the last name "Caldwell".

Matthew Caldwell CMA

Robert Duplisea CMA
Assessor Agents
Town of Wayne