

Town of Wayne Selectboard

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

Meeting Agenda

Date: Tuesday November 26, 2019

Time: 6:30 PM.

Place: Wayne Elementary School –Town Office

Selectboard Members Present / Quorum.

Call Meeting to Order.

We encourage everyone in attendance to read the Selectboard Bylaws.

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

All participants must be recognized by the Chairperson before speaking.

Pledge of Allegiance.

Conflict of Interest.

Minutes.

a. Consider approving the Selectboard meeting minutes for November 12, 2019.

Manager Recommendation: Move the Board to approve the Selectboard meeting minutes for November 12, 2019.

Warrants.

a. Consider approving Payroll Warrant #24.

Manager Recommendation: Move the Board to approve Payroll Warrant #24 in the amount of \$_____.

b. Consider approving Accounts Payable Warrant #25.

Manager Recommendation: Move the Board to approve Accounts Payable Warrant #25 in the amount of \$_____.

New Business.

c. Presentation from Conservation Commission. Regarding Survey Scope of Work.

d. Winter Highway Maintenance Memo.

Selectboard Goals.

- **Aging at Home**

e. Consideration of raise for Aging at Home Coordinator.

Executive Session: Personnel: Town Manager Personnel review

(Executive Session, if needed, 1 MRSA §405 (6) A Personnel

- Manager Recommendation: Move the Board to enter into Executive Session, 1 MRSA §405 (6) A Personnel.
- Manager Recommendation: Move the Board to exit into Executive Session, 1 MRSA §405 (6) A Personnel.

- **Broadband**

- **Facilities Plan**

- **High-water Event.**

- **Village Advisory Committee.**

f. Consider signing Municipal / State Agreement for Proposed “Sidewalk” Improvements to Main Street.

- **Sustainable Advisory Committee.**

g. Draft Meeting Notes.

- **Administration.**

Supplements and Abatements. None.

Town Manager Report.

- **Holiday Stroll, December 7-8, 2019.**
- **Audit, December 9-10, 2019.**
- **Public Hearing for General Assistance, December 10, 2019.**

Board Member

Public Comments.

Adjourn.

The next regularly scheduled for **Tuesday December 10, 2019** at **6:30 PM** at the Wayne Town Office.

**Town of Wayne, Maine
Select Board Meeting Minutes
Tuesday November 12, 2019
Wayne Elementary School**

Call Meeting to Order/ Selectmen Present

Don Welsh determined quorum and called meeting to order at 6:30 PM with the following members present: Amy Black, Stan Davis, Trent Emery, Lloyd Irland and Don Welsh.

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

Meeting Minutes:

- a. The Board approved the Selectboard meeting minutes for October 8, 2019, with amendments. (Davis/Black) (5/0).
- b. The Board approved the Selectboard meeting minutes for October 8, 2019, with amendments. (Davis/Black) (5/0).

Warrants

- c. The Board approved Payroll Warrant #21 in the amount of \$7,548.63. (Black/Davis) (5/0).
- d. The Board approved Accounts Payable Warrant #22 in the amount of \$252,033.01. (Black/Ireland) (5/0).

New Business:

- a. Timber Harvesting Standards in Shoreland Areas. Steve McLaughlin presented issues with Wayne's present zoning ordinance and proposed changes to enforcement of Shoreland Zoning. It was consensus of Selectboard to adopt State Zoning Law Chapter 21 and to begin educating residents about the issue before the next Town Meeting. Selectboard to wait for recommendation from Planning Board.
- b. The Board appointed Andrew Gorrill as Alternate to Planning Board. (Davis/Black) (5/0).
- c. Mailbox Safety Policy discussed.
- d. The Board approved Addendum to Winter Highway Maintenance Contract, adding Fuller Road. (Davis/Black) (5/0).
- e. Traffic Ordinance Tabled.
- f. It was the consensus of the Board to approve the Guardrail RFP for Tempy Bridge.
- g. It was the consensus of the Board to approve the Computer Network RFP.

Selectboard Goals:

- a. Aging at Home Update. No discussion.
- b. Broadband Update. Meeting scheduled for Thursday Nov. 21.
- c. Facilities Plan update. No discussion.
- d. High Water Event. No discussion.
- e. Village Advisory Committee. No discussion.
- f. Sustainable Energy Advisory Committee. First meeting is next week.
- g. Administration. No discussion.

Supplements and Abatements: None.

Town Manager Report: None.

Board Member Reports:

- a. Stan Davis hearing complaints from residents about speeding on Old Winthrop Road.

Public Comments: None.

Motion to Adjourn at 7:50 PM. (Black/Davis) (5/0)

The next Select Board Meeting is scheduled for Tuesday, November 26, 2019 at 6:30 p.m. at the Wayne Elementary School Gymnasium.

Recorded by:
Cathy Cook, Town Clerk

Select Board Members

Don Welsh

Trent Emery

Amy Black

Stan Davis

Lloyd Irland

DRAFT November 13, 2019
Scope of Work
Property Survey
Town of Wayne Property on Wilson Pond and House Road
Recorded as 118 Acres
Town of Wayne Tax Map 3, Lot 37
Deed, Book ???? Page ????

General Summary.

The property

The parcel is the Town of Wayne tax map 3 lot 37, listed as 118 acres, with the deed recorded in Kennebec County Register of Deeds at Book ???? Page ???. The property is at the end of the public House Road in Wayne with frontage on Wilson Pond.

Summary of the requested work

- Provide a map of the corners and boundary lines of the Town of Wayne's Wilson Pond/House Road property, including several hard copies and a digital version that can be layered with other maps. Need correct wording for the format of a digital version.
- Ensure that all corners are monumented or otherwise clearly distinguished as agreed upon. It is estimated that approximately 10 to 14 corners require new IPs.
- A few hundred feet of one line with established corner and bearing needs boundary trees blazed.
- Needed work on corners and boundaries. The numbers refer to the corners on the attached map.
 - Corner monuments (iron pipes) need to be set, or found, at Corners 2, 3, 4, 10, 12, 14, 15, 16, 18 and 27, and possibly at 9 and 17 and two corners on tax map 3, lot 37-3, that may be different locations than corner 8 and a new 8-1.
 - A short portion of the boundary line between Corners 4 & 5 needs to be paint blazed or otherwise demarcated where it is very close to a road of the abutter.

Information provided

Property boundaries and corners are identified on the attached map, based on the tax map. The status of finding IPs and line, and/or the work that needs to be completed for each corner and boundary line, is listed below, referencing the numbered corners on the map.

Copies of the deeds for the property and all abutting properties are available, including many for multiple previous owners. Volunteers will be available to show what has been found in the field.

Definitions

- Modern IP is an iron pin with a cap identifying the surveyor who set the monument.

- Old IP is an iron pin or pipe without a surveyors cap, either from before the requirement for a cap or possibly set by a landowner.
- Non-conforming IP is a pipe not familiar to our volunteers for use as a property boundary or an IP that appears to be shown on a map as set by a surveyor, but doesn't conform to the standard of that surveyor.

Detail of work

The numbers related to a Town of Wayne supplied map. The abutters are in parenthesis.

- Corner 1. (Davenport) Not monumented, but the corner is reasonably determined by extension of the centerline of the discontinued House Road and the stone wall on the east side of the private road. The private road is the extension of the current public House Road and the ROW across the Town land. The stone wall appears to be identified as the boundary in a deed for Tax map 3, lot 36 (Bk 1445 Pg 73).
- Corner 2. (Folk/Jaeger) Determine the location and possibly monument (IP) this corner. However, the corner would be in the centerline of a discontinued road. The landowner to the north of the discontinued road (Folk) has identified the corner as being the end of a north to south stone wall, but we have not otherwise verified this location.
- Corner 3. (Jaeger) Determine the location and monument (IP) this corner. This corner has not been found, either through deeds or on the ground. Assuming the stone wall mentioned for Corner 2 is correct, one boundary line leading to Corner 3 is most likely the stone wall. This stone wall continues southerly to a point where it corners and heads westerly. At this corner of the wall an iron pin has been found wedged horizontally between two rocks of the wall. Due to its location proximate to another established boundary line, it does not appear to be a boundary monument.
- Corner 4. (Jaeger) Determine the location and monument (IP) this corner. This corner has not been found, either through deeds or on the ground. The boundary line leading to this corner from Corner 5 has been found and is partially blazed and marked by stone wall and is identified in a recorded boundary agreement (Bk 2997 Pg 291). A small portion of the line between Corner 4 and Corner 5 needs to be paint blazed.
- Corner 5. (Yaeger) The corner is marked by an old IP described in a boundary agreement (Bk 2997 Pg 291). Found and flagged.
- Corner 6. (Jaeger & Ladd) The corner is monumented with a modern IP (Buker) in a stone wall. Found and flagged. 6-1 is a modern IP point-on-line, found (Buker). The boundary line between Corners 5 and 6 is blazed and identified in a boundary agreement (Bk 2997 Pg 291).

NOTE: Corners 7 through 17. A map dated October 30, 1992 by surveyor David Buker shows the corners of all abutting lots with the common corners with the Town property from Corners 7 through 17. This includes the lots on tax map number 3, lots 37-3, 37-4, 37-6 and 37-7. Three corners of lot 37-3 are shown as found IPs. All corners of the other three lots are shown as set, except that Corner 17 was either a found IP or appears that way due to a blotch on the map. This map was used as a reference in deeds that shortly after the survey were used to transfer very small parcels.

- Corner 7. An old IP has been found and flagged.
(Chapman & Ladd) Corner 7-1 is used as the starting point for the deeds of several small adjacent properties. It is described as an IP at the end of a stone wall at waters edge of Wilson Pond. The stone wall is the same wall that forms the boundary line between Corners 6 and 7. This IP has not been found.
- Corner 8. An old IP has been found and flagged.
(Chapman) An old IP at Corner 8-1 was identified by the landowner (Chapman) as the original northwest corner of his lot that was later added onto with the new corners of 7 & 8. [The deed making an addition to Chapman's lot has 2 parcels adjacent to each other. Need to check to see if the IP found at Chapman's NW corner is the NW corner for Parcel 1 or Parcel 2, and if not Parcel 2, find the NW corner of Parcel 2. 11/13/19]
- Corner 9. Non-standard IP found. Possibly place a new IP? The 1992 survey shows this as
(Chapman) a found IP. The landowner (Chapman) verified the IP as the corner.
- Corner 10. Place an IP at this corner. No IP found. A 1966 recorded sale agreement
(Hersey) (Bk 3263 Pg 170) describes this corner as being at the point where a stream meets the pond. A relative (son?) of the abutting landowner believes the stream to be the boundary. However, a subsequent deed effecting a trade of land moves the corner 32+/- feet West of the stream along the shore of the pond. The new boundaries of the lot are shown on a 1992 map that shows an IP set at this corner by David Buker.
- Corner 11. A modern IP (Buker) has been found and flagged.
(Hersey)
- Corner 12. Find or set an IP. IP not found. Shows on Buker's 1992 map as being set.
(Hersey & Howard)
- Corner 13. IP found and flagged (Buker).
(Howard)

- Corner 14. Find or set IP. The 1992 map shows an IP set at this corner. It wasn't found, but (Howard) earthmoving and thick vegetation inhibited a search.
- Corner 15. Find or set IP. It appears that a lawn has been landscaped in this area and it is (Howard) suspected that the IP, shown as set in 1992, has been removed.
- Corner 16. Set IP? A non-standard red IP was found and flagged that may be at this corner, (Howard & Plourde) but is more likely Corner 17. It is unclear from David Buker's 1992 map if he found an IP here, or if he set one.
Corners 16-1 and 16-2, shown as set on the 1992 were not found. Modern IPs (Buker) have been found at 16-3 and 16-4. An old, or nonstandard, IP was also found at 16-4, similar to the non-standard IP that was found at what may be Corner 16 or 17.
- Corner 17. Set IP? IP set by Buker in 1992 was not found. A red, non-standard IP may be at (Pourde & Sterkens) this corner.
- Corner 18. Set IP. No IP found. (Sterkens & Jennings) Corner 18-1. Non-standard red IP found.
- Corner 19. A modern IP (Roupp) was found and flagged. between Tax lots 37-5 and 39-9, (Jennings & Kelley) though it is unclear what corner this is. It is 73' from the centerline of the road. Corner 19-1? There is an old IP 14'7", approx. SE of the above Roupp IP.
- Corner 20. A modern IP (Roupp) was found and flagged. (Kelley) Modern IPs (Roupp) 20-1 and 20-2 were found and flagged along the road north of Corner 20. Their purpose is unknown. Speculatively, they may have been marking lots for potential future sale by the previous owner of the Town parcel.
- Corner 21. Modern IP (Roupp) was found and flagged. (Kelley)
- Corner 22. Modern IP (Roupp) that may be Corner 22, was found and flagged. This IP is just (Kelley & Jennings) 33' 10" East of the IP found at what is listed as Corner 19 above.
- Corner 23. Old IP found and flagged. (Jennings)
- Corner 24. Modern IP (Kachnovich) found and flagged. Change of direction, not a straight (Lane) line between Corners 24 and 27. Boundary line is flagged along an old barbed wire fence. Tax lot 38 has a survey map, done by Toby Kachnovich in December

2005, which includes a portion of the lot to be transferred to an abutting owner to the north of the parcel. This portion does not have a common boundary with the Town property.

- Corner 25. Modern IP (Kachnovich) found and flagged. Change of direction. Not a straight line between Corners 24 and 27. Boundary line is flagged along an old barbed wire fence.
(Lane)
- Corner 26. Modern IP (Kachnovich) found and flagged. Change of direction. Not a straight line between Corners 24 and 27. Boundary line is flagged along an old barbed wire fence.
(Lane)
- Corner 27. Set IP. Not found. Appears to have been effected by road work. Pursuant to the Kachnovich map, this corner is on the East side of the road.
(Lane)
IP 27-1. Modern IP found (Kachnovich) and flagged. This was set in anticipation of the owner of tax lot 38 selling a lot defined by Corners 24, 25, 26, 27, and 27-1 to 24-1. This IP is on line between Corners 27 and 28.
- Corner 28. IP found and flagged (Kachnovich).
(Lane)
- Corner 29. IP found and flagged (Kachnovich)
(Lane)
Corner 29-2. Set by Kachnovich 2005. Not found. It may be within the driveway of Lot 38, but should also be on line between Corners 29 and 1 and doesn't need to be found or set.

11/04/2019

To Town Manager Aaron Chrostowsky and Stan Davis, Board of Selectmen of Wayne:

I bring before you a request for an increase in my hourly wages. I was hired as coordinator of Aging At Home, Wayne about three years ago at \$15 per hour. At that time, I didn't envision, nor, I believe, did our Aging At Home board envision exactly what the position might develop into, nor the expertise it might require. Three years later, it is evident that the position is wide ranging, and requires keeping lots of "balls in the air" at once.

From visiting Wayne elders and the sick and assessing what they need, recruiting volunteers to assist the elders, and training the volunteers; from coordinating monthly lunches to enable people to visit with each other, to organizing speakers to do presentations on subjects of interest to elders; from delivering buckets of sand to elders who want not to fall on the ice in the winter to teaching Tai Chi in hopes of improving the balance to those elders, my job is quite diverse. I am developing a support group for widows and widowers now.

My many years of visiting people at home for Public Health Nursing and for Androscoggin Home Health Services has given me comfort in making the visits, expertise in assessing what people need, and competence in connecting those people with services. It is this background and experience which enables me to do the job I do.

I feel I should be recognized and compensated at a more professional level for this job. My last position was compensated at \$53,000 per year, 40 hours per week, with benefits. Comparable jobs (Public Health Nurse I, State of Maine) at this time pay \$43,000- \$55,990 per year starting salary. I ask the Town of Wayne not for that level of pay, but for an increase to \$20 per hour.

Thank you,

Pamela Chenea, Coordinator
Aging At Home, Wayne



<i>MaineDOT use only</i>	
TEDOCS #:	_____
CTM #:	_____
CSN #:	_____
PROGRAM:	_____

**MAINE DEPARTMENT OF TRANSPORTATION
MUNICIPAL/STATE AGREEMENT
PROPOSED IMPROVEMENTS TO MAIN STREET (RT. 133)**

<i>(MaineDOT Use Only)</i>	
Project Location: <u>Wayne</u>	Estimated Municipal Share: <u>\$16,310.01</u>
State WIN #: <u>23789.00</u>	Vendor Customer #: <u>17A21661</u>
Federal Aid Project #: <u>2378900</u>	Agreement Begin Date: _____
	Agreement End Date: <u>(5 years from the date last signed below)</u>

This Agreement is entered into between the Maine Department of Transportation (hereafter the MaineDOT) and the Municipality of Wayne, a municipal corporation located in the County of Kennebec (hereafter the "Municipality") (collectively hereinafter the "Parties").

RECITALS

- A. The scope of work that is the subject of this Agreement consists of installing new concrete slip and bituminous curb, ADA ramp improvements, and new sidewalk on Main Street (Route 133), in Wayne, Maine, (hereafter the "Project").
- B. The Parties have a mutual interest in ensuring that the Project is delivered on a reasonable schedule and within the programmed budget, using a process that maximizes communication and cooperation between the Parties.
- C. This Agreement is intended to cover the roles and responsibilities of the Parties during the design, permitting and right-of-way phases of Project development from Project inception through completion of the Project's Plans, Specifications and Estimate (PS&E). This Agreement is further intended to establish the financial obligations of each Party, including that of full Project development through construction.

AGREEMENT

NOW, THEREFORE, in accordance with the foregoing, the Parties agree as follows:

- D. The following checked appendices are hereby incorporated into this Agreement by reference, and any perpetual maintenance appendices shall survive the expiration of this Agreement:

- Appendix A – Project scope, cost sharing, and payment schedule (*not required for non-monetary agreements.*)
- Appendix B – Perpetual Bicycle/Pedestrian Facility Maintenance
- Appendix B – Perpetual Drainage Maintenance
- Appendix B – Perpetual Landscape Maintenance
- Appendix B – Perpetual Operation and Maintenance of Lighting/Flashing Beacon and/or signage with associated light(s)
- Appendix B – Perpetual Traffic Signal Operation and Maintenance
- Appendix B – Perpetual Traffic Signal Operation and Shared Maintenance

- Appendix B – Perpetual Bridge Lighting/Approach Lighting Maintenance & Snow Plowing
- Appendix C – Additional work requested by Municipality

E. Agreement Administration:

1. MaineDOT agrees to procure and administer a contract to construct the Project in accordance with the plans and specifications developed by MaineDOT. This would include any additional plans, specifications and estimates furnished by the Municipality and approved by MaineDOT. When applicable, refer to Appendix A of this Agreement for the outline of the scope, limits of work and cost sharing.
2. MaineDOT shall be the sole administrator of the contract to construct the Project. MaineDOT will pay all Project costs, subject to cost sharing by the Municipality, when applicable, as specified in this Agreement. Neither MaineDOT nor its contractors will be required to pay for inspections and permits from the Municipality.
3. Upon acceptance of plans, specifications and estimates (PS&E), MaineDOT shall solicit competitive bids for the Project. Upon acceptance of the lowest acceptable responsive, responsible bid to construct the Project and fulfillment of all terms set forth herein, MaineDOT will submit the information to the Municipality, who will have up to five (5) business days to review the information and notify MaineDOT of any questions or concerns. If MaineDOT is not presented with any questions or concerns in the time allotted all decisions pertaining to the acceptance of the bids, the award and administration of the contract and all payments thereunder shall be the sole discretion of MaineDOT.

F. Changes to Project Scope:

4. The Municipality, at its election, may request that changes be made or work added to the Project during the period of construction, provided the Municipality agrees in writing to pay any additional cost plus an amount not to exceed ten (10%) percent of such construction cost to cover all necessary engineering, inspection and administrative costs associated therewith, unless specified otherwise. All such requests shall be subject to MaineDOT approval. In the event that the cost of these changes or work are approved for federal participation, the Municipality's additional cost may be reduced by the amount of the federal contribution.

G. Traffic Control:

5. The Municipality agrees to allow MaineDOT's contractor to control all traffic through the work areas in accordance with the Traffic Control Plan approved by MaineDOT. The development of the Traffic Control Plan will follow the process outlined below:
 - i. MaineDOT's Project Manager (PM) will, when possible, submit the Project for Traffic Analysis and Movement Evaluation (TAME), approximately one year prior to advertisement. Once the results are received, the PM/Regional Traffic Engineer will discuss the proposed Project with the Municipality (scope, limits, day or night work, work window, etc).
 - ii. The Municipality will comment on their concerns/issues related to the Traffic Control Plan within two (2) weeks of receipt.

- iii. MaineDOT's PM & Designer will incorporate these comments where practical based on engineering judgment.
- iv. If the Municipality desires, a meeting will be held prior to PS&E to review the Project design, Special Provision 105 – Limitations of Operations, Special Provision 107 - Time, etc.

H. Utilities:

6. The Municipality will, at no cost to MaineDOT, assure proper adjustment, relocation, or repair of any portion of a utility service, whether above or below ground, that is located within the limits of the highway right-of-way and connected to any municipal utility, which might become necessary to permit construction of the Project. The Municipality agrees to hold MaineDOT harmless from any claims for damages occurring as a result thereof.
7. The Municipality agrees that during and after construction it will apply the requirements of the most recent version of MaineDOT's "Utility Accommodation Rules" as the minimum guidelines not withstanding any municipal rules that are more lenient.
8. To the extent that it is statutorily responsible therefore, the Municipality agrees to provide utilities, and to maintain all improvements and fixtures constructed, installed or furnished as a part of the Project in such a manner as necessary to preserve the use and function thereof for the expected period of their normal useful life as determined by accepted engineering and/or industry standards. To the extent any warranty exists for said improvements or fixtures, said warranty shall be first relied on by MaineDOT to address maintenance and/or repairs described in this paragraph.

I. Governing Law:

9. The Municipality agrees that except for an emergency, or as allowed in 23 M.R.S.A. § 3351-A, it will prohibit the excavation of the highway within the limits of the Project for a period of at least five (5) years after completion of the Project, and agrees to make all necessary notifications to abutters and occupants of the highway as otherwise required of any municipal government under the provisions of 23 M.R.S.A. § 3351. Thereafter, all future excavations within the right-of-way of the Project shall be regulated and controlled in the manner specified by MaineDOT in its most recent "Utility Accommodation Rules", which is incorporated herein and made a part hereof by reference.
10. The Parties agree to: comply with and abide by all applicable State and Federal laws, statutes, rules, regulations, standards and guidelines, including the MUTCD and OSHA standards, and Agreement provisions; avoid hindering each other's performance; fulfill all obligations diligently; and cooperate in achievement of the intent of this Agreement.

J. Municipality's Responsibility:

11. When applicable, if the Municipality withdraws its financial support for the Project, leading MaineDOT to terminate the Project, the Municipality shall reimburse MaineDOT fully for all Project costs incurred in reliance on the Municipality's financial obligations outlined herein, including, but not limited to, reimbursement of all federal and state funds expended up to the

time of such termination. If the Municipality fails to reimburse MaineDOT for such costs incurred, after receiving an invoice seeking such reimbursement, MaineDOT may exercise its rights of set-off to recover the requested amount.

12. The Municipality agrees to alter, move, relocate or remove, or cause to be, at no cost to the Project, any municipal property, including all fixtures, facilities or monuments, located on, under or above the ground, as necessary to permit construction of the Project, which has not otherwise been provided for during the development of the Project. Any work necessary to do so during the period of construction shall be coordinated with the contractor for the Project.
13. The Municipality will be responsible to keep new or replaced/rehabilitated pedestrian facilities in usable condition including snow and ice control.
14. The Municipality agrees to keep the right-of-way of the Project inviolate from all encroachments and agrees to remove, or cause to be removed, anything that may encroach thereon.
15. When applicable, the Municipality agrees to regulate all entrances to the highway within the limits of the Project in accordance with the provisions of 23 M.R.S.A. § 704.
16. When applicable, the Municipality agrees to limit all on-street parking to the parking spaces as designed and constructed under the Project.

K. Termination:

17. MaineDOT reserves the right to terminate the Project for any reason prior to the award of a contract to construct the Project. MaineDOT also reserves the right to terminate all provisions pertaining to work requested by the Municipality at any time prior to the award of a contract to construct the Project due to failure by the Municipality to comply with any of the conditions and stipulations set forth in this Agreement.
18. MaineDOT may postpone, suspend, abandon or otherwise terminate this Agreement upon thirty (30) days written notice to the Municipality and in no event shall any such action be deemed a breach of contract. Postponement, suspension, abandonment or termination may be taken for any reason by MaineDOT or specifically as the result of any failure by the Municipality to perform any of the services required under this Agreement to MaineDOT's satisfaction.

In the event of Project termination, all provisions of this Agreement shall become null and void except for the financial obligations set forth herein, as well as those *provisions that by their very nature are intended to survive*.

L. Miscellaneous Provisions:

19. **Debarment.** The Municipality certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. If the Municipality is unable to certify to this statement, it shall attach an explanation to this Agreement. The Municipality shall promptly notify MaineDOT if it or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

20. All provisions of this Agreement, *except those that by their very nature are intended to survive*, shall expire at Project final voucher, or upon final payment by the Municipality of any Project costs as hereinbefore provided, whichever occurs later.
21. **State of Maine's Rights of Set-Off.** MaineDOT shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State of Maine's option to withhold for the purposes of set-off monies due the Municipality under a specific project contract up to any amounts due and owed to MaineDOT with regard to this Agreement, and any other agreement/contract with any State of Maine department or agency, including any agreement/contract for a term commencing prior to the term of this Agreement, plus any amounts due and owed to the State of Maine for any reason including without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. MaineDOT shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by MaineDOT, its representatives, or the State Controller. When applicable, MaineDOT reserves the right to withhold or reduce future Local Road Assistance payments to the Municipality for purposes of set-off to recover the amount owed.
22. **Non-Appropriation.** Anything herein to the contrary notwithstanding, the Municipality acknowledges and agrees that although the execution of this agreement by MaineDOT manifests its intent to honor its terms and to seek funding to fulfill any obligations arising hereunder, by law any such obligations are subject to available budgetary appropriations by the Maine Legislature and, therefore, this agreement does not create any obligation on behalf of MaineDOT in excess of such appropriations.
23. **Assignment.** No assignment of this agreement is contemplated, and in no event shall any assignment be made without the express written permission of MaineDOT.
24. **Notice.** Any communications, requests or notices required or appropriate to be given under this Agreement shall be in writing and may be sent via email which shall satisfy the delivery requirements of this section through express acknowledgement of receipt by the receiving party. Alternatively, communications can be mailed via U.S. Mail, Certified or Registered, Return Receipt Requested or sent via a recognized commercial carrier such as, but not limited to Federal Express, that requires a return receipt delivered to the sending party. Said communications, requests or notices shall be sent to the other party as follows:

MaineDOT: Maine Department of Transportation
24 Child Street
16 State House Station
Augusta, ME 04333-0016
Attn.: Douglas C. Coombs, Senior PM
Email: douglas.coombs@maine.gov

Municipality: Town of Wayne
P.O. Box 400, 48 Pond Road
Wayne, ME 04284
Attn.: Aaron J. Chrostowsky, Town Manager
Email: townmanager@waynemaine.org

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT effective on the day and date last signed below.

MUNICIPALITY OF WAYNE

MAINE DEPARTMENT OF TRANSPORTATION

By: _____
Aaron J. Chrostowsky, Town Manager

By: _____
Richard J. Crawford, Director
Bureau of Project Development

(Date Signed)

(Date Signed)

I certify that the signature above is true and accurate. I further certify that the signature, if electronic: (a) is intended to have the same force as a manual signature; (b) is unique to myself; (c) is capable of verification; and (d) is under the sole control of myself.

APPENDIX A
PROJECT SCOPE AND COST SHARING
MAINE DEPARTMENT OF TRANSPORTATION
MUNICIPAL/STATE AGREEMENT
Transportation Improvement Project

MUNICIPALITY OF TOWN OF WAYNE

PROPOSED IMPROVEMENTS TO MAIN STREET (RT. 133)

FEDERAL AID PROJECT NO. 2378900

STATE PROJECT IDENTIFICATION NUMBER (WIN) 23789.00

Project Scope:

Installing new concrete slip and bituminous curb, ADA ramp improvements and new sidewalk. (See attached Exhibit C reflecting what the Town's share is for).

Funding Outline:

The Total Project Estimated Cost is \$ 971,552.00 , and the Parties agree to share costs through all stages of the Project under the terms outlined below.

Work Element	Municipal Share		Project Share				Total Cost
			Federal	Portion	MaineDOT (State) Portion		
	%	\$	%	\$	%	\$	\$
Preliminary Engineering	0.0%	\$ -	80.0%	\$ 28,000.00	20.0%	\$ 7,000.00	\$ 35,000.00
Right of Way	0.0%	\$ -		\$ -		\$ -	\$ -
Construction	1.8%	\$ 15,386.80	78.6%	\$ 690,972.16	19.6%	\$ 172,743.04	\$ 879,102.00
Construction Engineering	1.6%	\$ 923.21	78.7%	\$ 45,221.43	19.7%	\$ 11,305.36	\$ 57,450.00
PROJECT SHARES		\$ 16,310.01		\$ 764,193.59		\$ 191,048.40	\$ 971,552.00
Total Cost of Additional Work Requested by Municipality (Below)	100.0%						
TOTAL ESTIMATED MUNICIPAL SHARE (Receivable Amount)		\$ 16,310.01					

(Check if applicable)

Additional Work as outlined in Appendix C to this Agreement.

Funding Outline: The Municipality agrees to pay 100% of the costs for the work outlined below.

Additional Work	Cost: 100% Municipal Share	
TYPE OF WORK		
TYPE OF WORK		
TYPE OF WORK	\$	-
TOTAL COST OF ADDITIONAL WORK REQUESTED BY MUNICIPALITY	\$	-

Payment:

The Municipality shall submit payment to MaineDOT within 30 days from the invoice date.

1. Prior to award of the contract for Project construction, the Municipality will be invoiced a portion of its share of the cost of the Project. Invoicing will include the following:

- a. 100% of the local share of the Preliminary Engineering and Right of Way costs; plus
- b. Fifty percent (50%) of the local share of the Construction and Construction Engineering cost based on the total bid price of the Project; plus
- c. 100% of all additional work requested by the Municipality.

2. **Final Voucher Payment to the Contractor.** A final bill will be created following MaineDOT's final voucher payment to the Contractor, after all quantities are verified, and any required adjustments have been made. The cost of the work for which MaineDOT will bill the Municipality shall be determined by the contract prices and the completed quantities of the work items or, in the event of termination, the local share of Project development cost to the point of termination as stipulated above. The final invoice will include the Municipality's share of any remaining costs.

Invoicing Schedule: The Municipal Payment Schedule shown below includes estimated invoicing dates based upon the estimated schedule and estimated cost of the Project:

Municipality Name	Receivable Amount	Estimated Invoice Date
Town of Wayne	\$8,155.00	4/22/2020
Town of Wayne	\$8,155.01	11/1/2020
	\$0.00	
Total Receivable Amount:	\$16,310.01	

Project Information

Municipality Name: Wayne
Federal Aid Project #: 2378900
WIN: 23789.00

APPENDIX B

PERPETUAL BICYCLE/PEDESTRIAN FACILITY MAINTENANCE

MAINE DEPARTMENT OF TRANSPORTATION

Transportation Improvement Project

The Municipality shall operate and maintain the completed Project for its useful design life as determined by accepted engineering and/or industry standards. Maintenance shall consist of general upkeep, including snow and ice control, and repairs necessary to preserve year-round public access to the facility, including for persons with disabilities, with only isolated or temporary interruptions in such accessibility. When necessary, MaineDOT reserves the right to undertake maintenance and invoice the Municipality. This Appendix shall survive the expiration of this Agreement.

Engineer's Estimate

Prelim By: JDB-II Date: 11/16/18
 Checked By: _____ Date: _____

Prelim By: JDB-II	Date: 8/23/2019	WIN 23789.00	File #
Final Chk By: DCC	Date: 8/26/2019	WAYNE, ROUTE 133	Sheet # 1

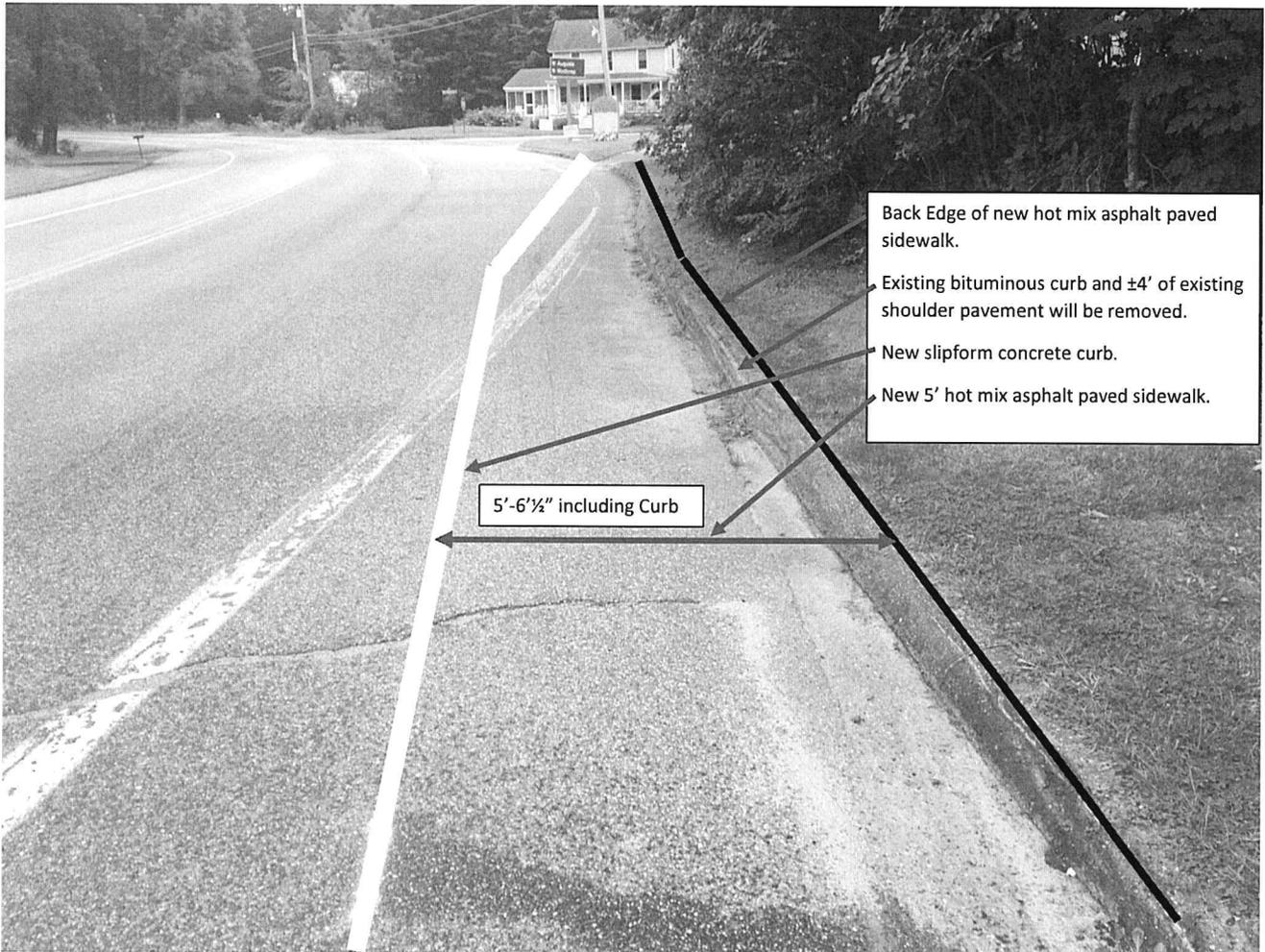
Estimate Notes:

- 1.) Items that are token quantities are labeled accordingly.
- 2.) Town will contribute 20% toward sidewalk and pedestrian facilities, including affected structural pavement needed to be excavated to reset curb.
- 3.) Unit prices based on current rounded "Bid History".

Subtotal:	\$	69,940.00
Contingency:		10%
TOTAL:	\$	76,934.00
Municipal Contribution (20%) for Const	\$	15,386.80
Municipal Contribution (20%) for CE	\$	923.21
Municipal Contribution	\$	16,310.01

Item:	Description:	Unit:	Quantity:	Price:	Extension:	Notes
403.209	HOT MIX ASPHALT 9.5 MM (INCIDENTALS)	T	20	\$ 200.00	\$ 4,000.00	
403.213	HOT MIX ASPHALT 12.5 MM BASE	T	20	\$ 180.00	\$ 3,600.00	
608.26	CURB RAMP DETECTABLE WARNING FIELD	SF	72	\$ 100.00	\$ 7,200.00	
608.45	CONSTRUCT SIDEWALK	SY	130	\$ 120.00	\$ 15,600.00	
608.46	REGRADE SIDEWALK	SY	40	\$ 65.00	\$ 2,600.00	
608.461	RECONST. PED. RAMPS	EA	5	\$ 3,000.00	\$ 15,000.00	
609.21	CONCRETE SLIPFORM CURB	LF	340	\$ 15.00	\$ 5,100.00	
627.75	WHITE OR YELLOW PAVEMENT & CURB MARKING	SF	380	\$ 3.00	\$ 1,140.00	
645.292	REG, WARN, CONF, RT SIGNS TYPE II	SF	20	\$ 60.00	\$ 1,200.00	
652.36	MAINTENANCE OF TRAFFIC CONTROL DEVICES	CD	6	\$ 650.00	\$ 3,900.00	Token
652.38	FLAGGER	HR	120	\$ 30.00	\$ 3,600.00	Token

WIN 23789.00 WAYNE, ROUTE 133 – NEW SIDEWALK



WIN 23789.00 WAYNE, ROUTE 133 – NEW SIDEWALK

Examples of Slipform Concrete Curb and 5' Hot Mix Asphalt sidewalk



WIN 23789.00 WAYNE, ROUTE 133 – NEW SIDEWALK

Existing Conditions Photos:



WIN 23789.00 WAYNE, ROUTE 133 – ADA and Sidewalk Work

The image below is of the final ADA and sidewalk work in Wayne



Wayne Town Manager

From: Coombs, Douglas <Douglas.Coombs@maine.gov>
Sent: Monday, November 25, 2019 3:41 PM
To: 'Wayne Town Manager'
Cc: Fullmer, Adam; Giggey, Edith; Stevens, Thomas; Jaramillo, Haley
Subject: WIN 23789.00 Wayne, Route 133 - Sidewalk Work
Attachments: 23789.00 _New Sidewalk .pdf; 23789.00 Sidewalks.docx.pdf

Hi Aaron,

It was good talking with you today and I am glad you received the Municipal/State agreement.

Please find attached the PDFs of the proposed sidewalk work included in the subject WIN for your meeting tomorrow night.

As we discussed this work includes the following:

- New sidewalk for general store to Old Winthrop Road existing sidewalk.
 - An opening will be left in place for the driveway at the general store.
 - Sidewalk at general store will extend to front of store. (Store owner will need to move all movable items in front of store for the work to be completed).
- ADA ramps will be constructed along the existing sidewalk at all crosswalks at street intersections and one parking lot including the following:
 - Bridge Street at both intersection at General Store and Post office.
 - Northwest end of Post Office parking lot entrance.
 - Remove existing crosswalk at Main Street just southeast of hydrant loading area.
 - New Main Street crosswalk at south side of Memorial Park Lane to a new safe landing on the northerly side of Main Street at the town park.
 - Memorial Park Lane at end of sidewalk.

If you have any questions feel free to contact me.

Regards,

Doug Coombs

Douglas C. Coombs, PLS
Senior Project Manager – Highway Program
Maine Department of Transportation – Project Development - Region 2
66 Industrial Drive - Augusta, Maine 04330
Phone: Office (207)624-8200, Cell (207)215-4051, Fax (207)287-4753
douglas.coombs@maine.gov

MaineDOT

Integrity • Competence • Service

Wayne Town Manager

From: Andrew Barnes <rivrpadl@gmail.com>
Sent: Wednesday, November 20, 2019 11:17 PM
To: Stan Davis
Cc: danielsoncharles@gmail.com; danewc@roadrunner.com; fritzonion@gmail.com; Nina Gyorgy; Stan Davis; Wayne Town Manager; Ellen and David Randall
Subject: Re: Sustainable energy advisory committee

Here is a rough draft of our first meeting minutes. Please respond with corrections and omissions.
Thank you,
Andrew

Meeting minutes

Organizational meeting
November 19, 2019

Members present: Andrew Barnes, Charles Danielson, Dan Newcomb Calma Fritz onion, Dave Randall, Stan Davis.

During this meeting we agreed that Charles Danielson, due to his extensive background in leading organizations would be the committee chair, Stan Davis would be the liaison to the select board, And Andrew Barnes would be in charge of meetings, agendas, and communication among members.

It was agreed among the members that the purpose of this committee is to research implementation and discover all manner of sustainability minded projects which we would then propose to the selectmen as projects to undertake. Stand point out that there may be options for bonding within the town. Meeting minutes and other communications will be disseminated from the start through a Google dock and all the members of the committee will be given editing privileges.

During this initial meeting we had some hot ticket items that were already fairly well researched and constitute our current projects for action And several other areas that are ready for further research. Our initial projects are as follows:

Number one considering large scale generation projects in the area of Solar energy such as facilities placed on the location of the dump or perhaps the land available at the corner of 219 and 133. Large scale generation projects can also include combination of Agro production areas with raised solar cells.

Number two publicizing locally the benefits of various energy conservation/generation projects to our own community members to increase participation and awareness on all levels.

Number three researching ways to subsidize energy production/conservation projects

Number four initiatives to increase efficiency by weatherizing the town, especially through government programs.

Number five consider and analyze the towns Town Office use of energy, paper, etc. to see if we can increase efficiency in the town office. This could include such things as LED lights in the office as well as LED lighting for street lights in Wayne.

Number six. Stan is very interested in promoting an energy audit for the town if we can find an auditor that we would recommend.

there were seven. It would be really important to locate investors who could help us take on a large project within the rules so that advantage could be taken of state initiatives or federal initiatives to help funding.

Number eight. Involve sustain Wayne as an NGO who could take on certain projects and help us advocate, research, and implement.

Number nine consider appealing, catchy, memorable name for our committee.

Number 10. We have to keep in mind that the REC Of 30% exists only until the end of the year, thereby causing us to experience a sense of urgency to get a project underway before the end of the year. Also to be noted is that the federal tax incentives are on a decreasing trend.

Number 11 investigating and becoming aware of sustainability plans within and without our country can help to be a fertile ground for discovery of new possible project ideas in the future.

Number 12. We believe that it would be wonderful to increase the desirability of Wayne by ending up having decreased costs and an image of being a green town. Ultimately it would be excellent if we could get more housing, and our committee could help promote or design green housing.

Number 13. Stan wants us to know that Bud and or changes of ordinance are some of the ways that the select men can help us accomplish projects.

Number 13 although the town of Wayne is too small to be forced to adopt state wide building codes, which caused an increase in costs for housing construction, we should be mindful that the state wide building code exist and that we should understand it And know it well enough to consider whether we should adopt it or not.

Number 15 we should be aware of the NEC or the national electric code.

I meeting was cordial and we all agreed that the members present our the right people to accomplish this committee's goal or goals. The meeting was cordial and encouraging in the manner that a brainstorming idea-based approach to sustainability will greatly benefit and thrive. Each person is tasked to bring to the committee their creative and or researched ideas and approaches to sustainability for the for seeable future.

It is also understood that our committee can, due to its nature as an idea creating group, can Reach out to other subcommittees, groups, or individuals or increase our own committee membership in order to incorporate greater capacity for generation of proposals in the area of sustainability.

We agree to meet monthly for start.

On Tue, Oct 29, 2019 at 9:34 AM Stan Davis <stanleyfdavis@gmail.com> wrote:

Hello all,

Some information before next week's meeting (Tuesday November 5 at the town office, 7-9 PM)

Our goal is to find and promote ways to reduce our town's reliance on Fossil fuels, to reduce our town's carbon footprint, and to move the town further toward the use of renewable energy. There are three reasons for this focus, as I see it- you may see others:

- These changes are good for the planet, and thus improve the quality of life for us, our children, and our grandchildren.
- Many of these changes will lower Wayne residents' cost of living and our cost of government either immediately or over time
- and these changes build our brand as an appealing community for young families to settle and raise children in, thus keeping our community vibrant and sustainable.

My initial focus in thinking about this work was fairly narrow- I wanted to have our town generate as much of the electricity we use locally. We own the capped and closed dump on the Fairbanks road, and that site may be available to us as a community solar farm. There is other land in town that residents may choose to use for solar electricity generation, possibly in combination with farming the same land. Some of us, and others in town, are already using rooftop solar generation, and more Wayne residents could do that.

After attending a state event in Portland, though, my eyes were opened to the other possible interventions we could work on:

- Most of Maine's energy use (and carbon footprint) comes from transportation. The state strategy is to encourage a move toward electric vehicles, which includes adding many more charging stations to make electric transportation more possible.
- The other most significant energy use in Maine beside residential and commercial use of electricity is home heating. For that reason, the state is encouraging a shift toward heat pumps as a source of home heating. Our new home is heated by a two stage heat pump, which functions well even in the depths of the winter- unlike older models.

So the state strategy for sustainable energy involves shifting as much energy use as possible toward electricity, and then increasing renewable sources of electricity.

Key to success is also a concerted effort to weatherize and insulate older buildings, to reduce the need for heating energy, and to reduce use of energy in other ways.

Town News – December 2019

Winter is here! **Winter sand** is available for residents use only (not for commercial purposes) on Fairbank Road near the Town Sand/ Salt Shed, only two buckets per storm.

This month the **Planning Board** will be meeting on **Wednesday December 4**, at **6:30 PM** at the **Wayne Town Office**.

Please don't forget to shop local this Christmas for all your family and friends by visiting the **Wayne Village Holiday Stroll 2019** on **Saturday December 7 (9AM to 4PM)** and **Sunday December 8 (10AM to 4PM)**. Santa will be visiting Town on **Sunday December 8, 2019** at **5:00 PM** at the **Johnson House** for the **Tree Lighting**.

This month the **Selectboard** will be meeting on **December 10**, at **6:30 PM** at the **Wayne Town Office**.

In observance of the holiday season, the Selectboard regularly scheduled meeting on **Tuesday December 24th, 2019** will be cancelled. There next regularly scheduled meeting will be **Tuesday January 7, 2020** at 6:30 PM.

The Town's **Assessor Agent** Robert Duplisea from RJD Appraisal will be available by appointment on **Monday December 16, 2019** to answer any questions you might have about your assessment or tax bill. Please contact, the Town Office to schedule an appointment.

Don't forget to license your dog by **Friday December 30, 2019**. **Dog tags** are the perfect Christmas gift for the discerning dog owner. Contact the Town Office for details. For busy residents on the go, who cannot make it to the Town Office to register their dog? You may go online to register your dog. Go to our website: www.waynemaine.org, click on: "Online Services", then click on: dog image with caption "Online Dog Licensing."

Due to the holidays; the following changes will be made to the **Town Office and Transfer Station** hours of operation.

- **Christmas Eve (Holiday Observance)**, Tues. Dec. 24, 2019 – Closed
- **Christmas Day (Holiday Observance)**, Wed. Dec. 25, 2019 – Closed
- **New Years' Eve (Holiday Observance)**, Tues. Dec. 31, 2019 - Closed
- **New Years' Day (Holiday Observance)**, Wed. Jan. 1, 2020 – Closed

The Selectboard and Town Office Staff hope you all have a safe and enjoyable holiday season!