

Town of Wayne Selectboard

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

Meeting Agenda

Date: Tuesday January 8, 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.

Meeting Minutes.

- a. **Consider approving the Selectboard meeting minutes for December 11, 2018.**

Manager Recommendation: Move the Board to approve the Selectboard meeting minutes for December 11, 2018.

Warrants.

- a. **Consider approving Payroll Warrant #27.**

Manager Recommendation: Move the Board to approve Payroll Warrant #27 in the amount of \$6,543.33

- b. **Consider approving Accounts Payable Warrant #28.**

Manager Recommendation: Move the Board to approve Accounts Payable Warrant #28 in the amount of \$65,620.27

- c. **Consider approving Payroll Warrant #29.**

Manager Recommendation: Move the Board to approve Payroll Warrant #29 in the amount of \$ _____.

- d. **Consider approving Accounts Payable Warrant #30.**

Manager Recommendation: Move the Board to approve Accounts Payable Warrant #30 in the amount of \$ _____.

Business Agenda.

- a. **Aging-at-Home Budget Request Proposal.**

Manager Recommendation: Move the Board to recommend Town support of Aging-at-Home Budget Proposal.

- b. **CDBG Agreement between State DECD and Town.**

Manager Recommendation: Move the Board to authorize the Town Manager to sign CDBG Agreement between State DECD and Town.

- c. **Public Hearing for the renewal of liquor license to “On the Green Indoor Golf,” as required by 28-A MRSA §653.**

Manager Recommendation: Move the Board to open the Public Hearing for Issuance the renewal of liquor license to “On the Green Indoor Golf,” as required by 28-A MRSA §653.

Manager Recommendation: Move the Board to close the Public Hearing the renewal of liquor license to “On the Green Indoor Golf,” as required by 28-A MRSA §653.

d. Consider authorizing the renewal of liquor license to “On the Green Indoor Golf,” per 28-A MRSA §653.

Manager Recommendation: Authorize the renewal of liquor license to “On the Green Indoor Golf,” per 28-A MRSA §653.

e. Consider Response to Letter to Editor Regarding RSU Bond.

Manager Recommendation: Take any action deemed necessary.

f. Consider Plastic Bag Ban.

Manager Recommendation: Move the Board to place Ordinance on Town Meeting Warrant.

g. Budget/ Town Meeting Timeline.

Manager Recommendation: Take any action deemed necessary.

Supplements and Abatements.

a. Executive Session: Poverty Abatement

(Executive Session, if needed, 36 MRSA §841)

- Manager Recommendation: Move the Board to enter into Executive Session, 36 MRSA §841 Poverty Abatement
- Manager Recommendation: Move the Board to exit into Executive Session, 36 MRSA §841 Poverty Abatement

b. Manager Recommendation: Any motion as a result of executive session.

Town Manager Report.

Board Member Reports.

Public Comments.

Adjourn.

The next regularly scheduled for **Tuesday January 22, 2019 at 6:30 PM** at the Wayne Elementary School – Town Office.

**Town of Wayne, Maine
Select Board Meeting Minutes
Tuesday December 11, 2018
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: RSU Superintendant, Jay Charette; RSU Board Chairman, Gary Carr; RSU Board member, Alexander Wright, and RSU Board member, Wendy Brotherlin.

Meeting Minutes

- a. The Board approved Selectboard meeting minutes for November 27, 2018. (Davis/ Black) (5/0).

Warrants

- b. The Board approved Payroll Warrant #24 in the amount of \$22,566.56. (Black/Davis) (5/0).
- c. The Board approved Payroll Warrant #25 in the amount of \$53.83. (Black/Davis) (5/0).
- d. The Board approved Accounts Payable Warrant #26 in the amount of \$204,943.86. (Black/Davis) (5/0).

Business Agenda:

- e. RSU#38 Bond Referendum discussion. RSU Superintendant Jay Charette explained need for Bond.
- f. Discussion about Paving and Roadwork Options.
- g. The Board approved the Code Enforcement Officer/Local Plumbing Inspector Job Description, with amendments. (Davis/Ireland) (5/0).
- h. Village Sidewalk Planning Memo Discussion.
- i. Liquor License motion was tabled due to error on paperwork.
- j. The Board appointed Cathy Cook Registrar of Voters. (Davis/Ireland) (5/0)
- k. The Board authorized the Town Manager to sign Heating Oil Contract with Dead River Company for \$2.23. (Emery/Davis) (5/0).

Supplements and Abatements: None

Town Manager Report:

- a. Discussion of Town's Financial Standing and errors on report will be corrected.
- b. Discussion about postponing office Christmas party to January 11 due to schedule conflicts.

Board Member Reports:

- a. Stan Davis stated optimism that the meeting with ConnectMaine about Broadband showed that Wayne may be able to get Broadband at minimal cost.
- b. Amy Black wanted clarification around what was expected in the one page problem analysis report about a chosen topic, due second week in January. Stan Davis said it should be a brief report, and a "statement of the problem, not a solution."

Public Comments: None

Motion to Adjourn at 8:25 PM. (Davis/Emery) (5/0)

The next Select Board Meeting is scheduled for Tuesday, January 8, at 6:30 p.m. at the Wayne Elementary School Gymnasium.

Recorded by:
Aaron Chrostowsky, Town Manager

Select Board Members

Don Welsh

Trent Emery

Amy Black

Stan Davis

Lloyd Irland

To Select Board of Wayne 01/05/19

To the Select Board of Wayne,

Aging At Home, a committee of the Town of Wayne, has a mission: to provide support to the elders of Wayne in order to keep them at home for as long as possible as they age. We know that being engaged and connected reduces dementia, the risk of falling, and repeat hospitalizations in elders. We wish to help relieve isolation and loneliness, thereby helping prevent these adverse health effects. We want to help Wayne's elders do what so many of them said they want in our survey: stay in Wayne as they age.

Aging At Home has been busy serving the elders of Wayne in a number of capacities over the last year and a half. 3367 Units of service have been performed for and with the elders during this time. 54 people have volunteered to help with our efforts. Of course some people have been served a number of times, and some volunteers are doing a number of different volunteering projects.

Here is a view of the various services offered:

- Visits to those intensely needing services or caregiver support 100
- Visits to those (12) with lesser needs 12 X 3 36
- Phone calls to check on people or socialize 100
- Volunteers delivered meals to aprox. 10 families per week from meal site in Winthrop to people in Wayne 10 X 3 per week X 78 Weeks= 2340
This includes 8 volunteer drivers and 2 volunteer cooks. We have several new volunteer drivers for this winter.
- Home cooked meals, 3 X/week delivered from vols. to the (aprox. 6) recently sick, 18
- We obtained 20 5-gallon buckets, donated from Audette's and from Home Depot delivered sand to 8 people last winter. 2 Maranacook students helped. 8
- Matter of Balance exercise program 8 weeks to reduce fall risks: 2 teachers trained, 9 People enrolled 88
- Tai Chi offered 2 X/week X 8 wk, 2 teachers trained, 16 enrollees 288
We are continuing once a week with Tai Chi
- Coffee & Conversation 2 X/month at Ladd Center 8 people, 10 X 80
- Music programs performed 1 X/month 6 X 15 people 60
- Homebound music performed for elders needing support 2X/Month 6
- Smoke alarms need established and installation provided 138 smoke alarms to 65 households in Wayne. 10 volunteers took part. 65
- Files of Life distributed during the s.alarm campaign and since 60
- Luncheons- for anyone 7 lunches, X 12-16 people each time, 98
- Elders had their oral histories recorded and transcribed by volunteers 3
- A knitting group was co-sponsored at the library
- Volunteer made quilts for children and lap quilts 5
- Volunteer sowed and weeded a garden 1

- Coordinator received CPR and AED training and certification in support of Tai Chi program.
- We wrote a grant and received funding for traffic speed reduction signs for Wayne Village.
- A volunteer manual was developed.
- Training for Volunteers attended 01/21/2018 9
We will be have further volunteer training in spring, 2019.

We have been funded by a one-time grant from the Ladd Family Foundation of \$7000. per year for 2 years. This pays for the 8 hour per week coordinator's position. The grant will run out in fall 2019, and we have learned that grant funding is rarely or never available to pay for ongoing salary. So we can keep this valuable service going, we are requesting \$4393.00 of support from the Town of Wayne this year to fund the coordinator position until June 30, 2020.

Any service we provide for citizens is free. We will continue to accept donations for materials and special programs.

To: Selectboard
From: Aging-at-Home Committee
Date: 1/6/2018
Re: AAH Budget Request - 07/01/2019 - 06/30/2020

Income, Actual

Ladd Family Foundation Grant: Grant funds received from the Ladd Family Foundation for funding core program personnel expenses from 10/26/18 to 10/26/19.

\$7,000.00

Donations: Funding for non-core programs from local generous donors raised to date.

\$2,005.00

Total income (as of 1/1/2019)

\$9,005.00

Annual Program Expenses:

Core Program: Outreach Coordinator position coordinates volunteers, assesses elders at home, and organizes elder programs

• **Aging-at Home Outreach Coordinator, Personnel Expenses**

Wages \$15/ Hr. X 8/ Hr./ week X 52 weeks = \$6,240.00

Med/ FICA = \$478.00

Total Personnel Expense = \$6,718

Non-Core Program: Elder specific programming including but not limited to Luncheons, Speakers and Office Expenses. These expenses are supported through donations.

• **Elder Programming**

Luncheons \$600.00

Speakers (2) stipend \$100.00

• **Office Expenses**

Postage \$100.00

Note cards to be printed \$ 50.00

Total expenses, non-core \$850.00

Total Program Expenses, core and non-core

\$7,568

Budget Request for FY 7/1/19 to 6/30/20

Core Program: Outreach Coordinator position coordinates volunteers, assesses elders at home, and organizes elder programs

• **Aging-at Home Outreach Coordinator, Personnel Expenses**

Wages \$15/ Hr. X 8/ Hr./ week X 32 weeks = \$3,840

Med/ FICA = \$294

Total Personnel Expense = \$4,134

Amount requested from the town to fill the funding gap from the expected loss in funding from the Ladd Family Foundation Grant at the end of October 2019. This funding request will fund for AAH Core Program Expenses from November 2019 to June 2020.

Non-Core Program:

If we do not receive donations for the non-core expenses, we will not provide the programs listed. We are not asking the town for those expenses. Other programs will develop based on funding.

Please refer to this checklist when signing and returning your contract to DECD

CDBG Enclosure/Return Checklist

The following items **MUST be returned to Sharon's attention** in order to encumber your CDBG Contract:

- ___ **CDBG Contract with original signatures**
- ___ **Riders A1-A2 (which includes the Password Form)**
(instructions are included)
- ___ **Rider B, C, D and G**
- ___ **EFT Authorization Form*** (instructions are included)
- ___ **Vendor Update Form*** (instructions are included)
- ___ **Single Audit Form**

*If EFT and Vendor form information is unchanged from the community's prior grant award, a copy of the fully executed forms can be submitted with the contract packet.

If there has been any change to the community's bank information (i.e., name of bank, account number, address, etc.) new EFT and Vendor forms must be completed and executed original forms must be submitted with the contract packet.

**STATE OF MAINE
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN THE DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT
AND**

Town of Wayne

Encumbrance #:
Appropriation #: **015 19A 0587 01 6331**
Vendor Code:
Contract Obligation : **\$50,000**
Contract End Date: **6/30/2020**
Grantee Fiscal Year: 07/01-06/30
CFDA #: 14.228

GRANTEE ADDRESS:
PO Box 400
Wayne, ME 04284-0400
Phone: 685-4983
Fax: 685-3836
E-Mail: townmanager@waynemaine.org
Grant Year: **2018**

THIS AGREEMENT made December 19, 2018, is by and between the State of Maine, Department of Economic and Community Development, hereinafter called 'grantor' and the **Town of Wayne** hereinafter called 'grantee'.

WHEREAS, the United States Government, Department of Housing and Urban Development through the Housing and Community Development Act of 1974, as amended, has established a program of Community Development Block Grants and has allowed each State to elect to Administer such Federal funds for its Non-entitlement areas, subject to certain conditions, and

WHEREAS, the State of Maine has elected to administer such Federal funds for its non-entitlement areas through the Department of Economic and Community Development, and

WHEREAS, the Department of Economic and Community Development has established a set aside of funds titled the **Micro-Enterprise** Program, and

WHEREAS, the Department of Economic and Community Development has approved the application of the Grantee; Now, therefore, the grantor agrees to grant **\$50,000** of Community Development Block Grant Funds to the Grantee for the period **12/19/2018**, to **6/30/2020**, subject to the terms of this Agreement, including those in Riders A, B, C, D, and G attached which contain additional provisions to which the Grantee is obligated.

Grantee:

Aaron Chrostowsky
Town Manager
Wayne

Grantor:

Deborah Johnson, Director
Office of Community Development
Department of Economic and Community Development

Signature: 

Signature:

State
Controller
and
Purchases
Stamps Here

Date: 1/8/19

Date:

The approval and encumbrance of this Agreement by the Chair of the State Procurement Review Committee and the State Controller is evidenced only by a stamp affixed to this page or by an Approval Cover Page from the Division of Purchases.

All programmatic correspondence and related submissions from the Grantee shall be directed to the below-named Agreement Administrator:

Name: Terry Ann Holden
Department of Economic and Community Development
Office of Community Development
59 State House Station
Augusta, ME 04333-0059

Phone: 207-624-9814
Fax: 207-287-8070
E-Mail: terryann.holden@maine.gov

All drawdown requests and supporting financial documentation must be submitted to: ocd.drawdown@maine.gov. Questions regarding e-mail submittals shall be directed to: Sharon Thomas at 207-624-9820 or sharon.l.thomas@maine.gov.

GRANTEE WARRANTS that all activities, including the plan for generation and distribution of program income, described in the CDBG Project Development Phase Application and incorporated in this contract, will be adhered to, except as specified in this Agreement. The CDBG Application is incorporated herein by reference and is made a part of this Agreement. Any changes and/or amendments of such Application or this Agreement will only be effective with prior written approval of the Grantor.

PROJECT DESCRIPTION:

Sustain Wayne Masonic Hall Façade Repair Project

SPECIAL CONDITIONS OF THIS GRANT:

Repair and restoration work on the Hall must conform to requirements of the Maine Historic Preservation Commission's conditions of approval.

PASSWORD FORM

The password assigned to your grant award is MEA18 WAYN50.

This password is unique to your CDBG award and is for your use only. It must be included in the appropriate place on the electronic drawdown summary form. You are responsible for this password, please protect and safeguard any distribution of it. The OCD assumes no responsibility for lost or stolen passwords. Drawdowns received without the password will be returned to the community and will not be processed.

I, Aaron Chrostowsky, authorize the following person (**must be the municipal Financial Officer**)

to submit drawdowns to **ocd.drawdown@maine.gov** and the Office of Community Development

on the Town of Wayne's behalf.

Name: Aaron Chrostowsky or Bruce Mercier
Town Manager *Treasurer*

Municipal e-mail address from which the drawdowns will be submitted:

townmanager@waynemaine.org

Town DUNS # 961469335

Community DUNS numbers are **required** for all CDBG contracts.

If the community does not have a DUNS number, go to:

http://www.dnb.com/US/duns_update/ (there is an underscore between duns and update)

Signature: Aaron Chrostowsky 1/2/19
(Signatory of Contract) (Date)

RIDER B
METHOD OF PAYMENT AND OTHER PROVISIONS

1. **AGREEMENT AMOUNT** \$ 50,000
2. **INVOICES AND PAYMENTS** The Department will pay the provider as follows:
As provided in the CDBG Financial Handbook and supporting documents

Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days.

3. **BENEFITS AND DEDUCTIONS** If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.
4. **INDEPENDENT CAPACITY** In the performance of this Agreement, the parties hereto agree that the Provider, and any agents and employees of the Provider shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.
5. **DEPARTMENT'S REPRESENTATIVE** The Agreement Administrator shall be the Department's representative during the period of this Agreement. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Agreement are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.
6. **AGREEMENT ADMINISTRATOR** All progress reports, correspondence and related submissions from the Provider shall be submitted to:

Name: Terry Ann Holden
 Title: Development Program Manager
 Address: 59 State House Station, Augusta, Maine 04333-0059

who is designated as the Agreement Administrator on behalf of the Department for this Agreement, except where specified otherwise in this Agreement.

7. **CHANGES IN THE WORK** The Department may order changes in the work, the Agreement Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.

8. **SUB-AGREEMENTS** Unless provided for in this Agreement, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Agreement Administrator. Any sub-agreement hereunder entered into subsequent to the execution of this Agreement must be annotated "approved" by the Agreement Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.

9. **SUBLETTING, ASSIGNMENT OR TRANSFER** The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Agreement Administrator. No subcontracts or transfer of agreement shall in any case release the Provider of its liability under this Agreement.

10. **EQUAL EMPLOYMENT OPPORTUNITY** During the performance of this Agreement, the Provider agrees as follows:

a. The Provider shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and

shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.

f. Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.

g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11. **EMPLOYMENT AND PERSONNEL** The Provider shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Contractor shall not engage on a full-time, part-time or other basis during the period of this Agreement, any other personnel who are or have been at any time during the period of this Agreement in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the State Purchases Review Committee. Further, the Provider shall not engage on this project on a full-time, part-time or other basis during the period of this Agreement any retired employee of the Department who has not been retired for at least one year, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

12. **STATE EMPLOYEES NOT TO BENEFIT** No individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly due to his employment by or financial interest in the Provider or any affiliate of the Provider, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

13. **WARRANTY** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or

person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. **ACCESS TO RECORDS** As a condition of accepting a contract for services under this section, a contractor must agree to treat all records, other than proprietary information, relating to personal services work performed under the contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the contractor and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the contract and information concerning employee and contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

15. **TERMINATION** The performance of work under the Agreement may be terminated by the Department in whole, or in part, whenever for any reason the Agreement Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination, and modified accordingly.

16. **GOVERNMENTAL REQUIREMENTS** The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.

17. **GOVERNING LAW** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

18. **STATE HELD HARMLESS** The Provider agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Agreement by the Provider, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials,

equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Provider taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement.

19. **NOTICE OF CLAIMS** The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to the Agreement or which may affect the performance of duties under the Agreement, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement.

20. **APPROVAL** This Agreement must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.

21. **LIABILITY INSURANCE** The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Agreement with adequate liability coverage to protect itself and the Department from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991 may continue under that arrangement. Prior to or upon execution of this Agreement, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.

22. **NON-APPROPRIATION** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

23. **SEVERABILITY** The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

24. **INTEGRATION** All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of Rider B (except for expressed exceptions to Rider B included in Rider C), followed in precedence by Rider A, and any remaining Riders in alphabetical order.

25. **FORCE MAJEURE** The Department may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe,

sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The Department may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

26. **SET-OFF RIGHTS** The State 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's option to withhold for the purposes of set-off any monies due to the Provider under this Agreement up to any amounts due and owing to the State with regard to this Agreement, any other Agreement, any other Agreement with any State department or agency, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State 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 the State agency, its representatives, or the State Controller.

27. **ENTIRE AGREEMENT** This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

RIDER C

Exceptions to RIDER B

(NONE)

RIDER D**STANDARD TERMS AND CONDITIONS**

- 1. DEFINITIONS.** As used in this Agreement, unless the context otherwise indicates, the following terms shall have the following meanings:
 - a. 24 CFR Part 85. 24 CFR Part 85 means Office of Management and Budget circular Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments
 - b. "Project". Project means the community development program and activities, including administration thereof, with respect to which grant funds are provided under this Agreement.
- 2. GRANTOR'S REPRESENTATIVE.** The Agreement Administrator, referenced in Rider A shall be the Grantor's representative during the period of this Agreement. S/he has the authority to stop work on the Project if necessary to insure its proper execution.
- 3. SUBLETTING, ASSIGNMENT OR TRANSFER.** The Grantee shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title, or interest therein, without written request to and written consent of the Agreement Administrator. No subcontract or transfer of agreement shall in any case release the Grantee from liability under this Agreement.
- 4. PROHIBITION OF INTEREST**
 - a. No individual employed by the Department of Economic & Community Development at the time of this Agreement shall receive any share or part of this Agreement or any benefit that may arise directly or indirectly there from.
 - b. No State or Local elected official, director, officer, agent, or employee of the Grantee shall, directly or indirectly, have any financial interest in any property to be included in, or any contract for property, materials, equipment, or services to be furnished or used in connection with the construction or operation of the Project. Notwithstanding the foregoing, whenever the Grantor determines that it is in the best interest of the Grantee to contract with any interested director, officer, agent, or employee, and that person (i) has previously fully disclosed the nature of his or her interest to the Grantor, (ii) has refrained from deliberation and voting on the matter, and (iii) has not been counted towards a quorum at any meeting at which the contract was deliberated; and the requirements of 24 CFR part 570 have been met, then, and only then, the Grantor may approve that contract. Any request for the Grantor's approval shall be accompanied by (i) full disclosure in writing of the pertinent facts and circumstances surrounding the contract, and (ii) certified copies of the Grantee's corporate proceedings showing full compliance with the provisions of this section.

5. WARRANTY. The Grantee warrants that it has not employed any company or person, other than a bona fide employee working solely for the Grantee, to solicit or secure this Agreement, and that it has not paid, or agreed to pay any company or person, other than a bona fide employee working solely for the Grantee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Grantor shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the grant funds or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

6. STATE HELD HARMLESS. The Grantee agrees to indemnify, defend and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Grantee in the performance of this Agreement and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this Agreement or based on any libelous or other unlawful matter contained in such data. In relation to this Agreement, the State and the Grantor shall have no obligation for reimbursement to the Federal government resulting from audit exceptions for any other reason, and all such obligations shall be assumed by the Grantee.

7. PROJECT WORK. In connection with all phases of the Project, including all work to be performed in the development thereof, the Grantee agrees as follows:

- a. The Grantee agrees to execute and complete the Project in accordance with the terms of this Agreement, including all Riders and attachments hereto. Subsequent to this Agreement, any change in the Project design or arrangement must have the prior written approval of the Grantor.
- b. The Grantee shall complete the project in accordance with all applicable Federal regulations and statutes including 42 USC ch. 69 and 24 CFR Part 570.
- c. The Grantee shall provide the Grantor reasonable notice of all pre-construction conferences and afford the Grantor the option of participating in such conferences.

8. GRANT FUNDS

- a. Grant funds shall be used only for the purposes and activities specified in Rider A of this Agreement. Grant funds shall be used and administered in a manner consistent with the Final Statement of the State of Maine Community Development Block Grant Program, and in accordance with applicable Federal and State laws and regulations and State of Maine Community Development Block Grant Program Administrator's Guide and accompanying handbooks. **Please take special note** of the **requirement** that if the

- b. community cannot provide documentation acceptable to the DECD Office of Community Development that CDBG program benefit has been met as outlined in this contract, attachments, and any agreements incorporated in this contract by reference, **the community is responsible for and must immediately pay back to the DECD an amount equal to all funds disbursed for under this contract.**
- c. Grant funds may not, without advance written approval by the Grantor, be obligated prior to the effective date or subsequent to the completion date of this contract. Obligations outstanding as of the contract end date shall be liquidated within 90 days. Such obligations must be related to goods or services provided during the grant period, except, reasonable costs associated solely with grant close-out, e.g. audits, final reports, not obligated by the contract end date may be incurred within 90 days after the contract end date.

9. PROGRAM INCOME. The Grantee must administer all program income generated from activities funded with this grant as outlined in an approved Program Income Plan in accordance with the State of Maine OCD Policy Letter #2.

10. GRANTEE FINANCIAL MANAGEMENT SYSTEM

- a. Except where inconsistent with Federal requirements and State of Maine CDBG Program Administrator's Guide, local standard procedures and practices will be adhered to with regard to accounting for funds.
- b. The Grantee must establish fiscal control and fund accounting procedures, which assure proper disbursement of, and accounting for, grant funds and any required nonfederal matching expenditures. This responsibility applies to funds disbursed to and by sub grantees and contractors as well as to funds disbursed in direct operations of the Grantee. The Grantee shall maintain a financial management system which complies with 24 CFR Part 85, 85.20, "Standards for Financial Management Systems" or such other equivalent system as the Grantor may require. Requests for payment shall be made according to Grantor's invoicing procedure.

11. BONDING AND INSURANCE

- a. Local units of governments shall follow their own customary requirements relating to bid guarantees, provided they comply with applicable laws.
- b. The Grantee covenants that each of its officials or employees having custody of the project funds during acquisition, construction, development, and operation shall be bonded at all times for the amount normally carried by the municipality.
- c. When the Grantee awards a contract or subcontract exceeding \$100,000 for the construction, alteration or repair of any public building or other public improvement or public work, including highways, the Grantee shall require each contractor and subcontractor to carry payment and performance bonds for 100% of the value of the contract. (14 M.R.S.A. 871).

12. RECORDS

- a. The Grantee agrees to maintain such records and provide such periodic reports as the Grantor may require.
- b. The Grantee, its contractors and subcontractors shall establish, maintain, and preserve property management, project performance, financial management, reporting documents and systems, and such other books, records, and data as the Grantor may require. Such records shall be retained for a period of three years following completion of the project and receipt of final payment by the Grantee, or until an audit is completed and all questions arising there from are resolved, whichever is later.

13. PROCUREMENT. The Grantee's Procurement procedures will be consistent with Federal, State, and Local procurement practices and regulations, provided that procurements made with grant funds adhere to the standards set forth in the State of Maine's CDBG Program Administrator's Guide.

14. AUDIT

- a. The Grantee shall make arrangements for an audit of its grant accounts and records. The audit will be conducted according to the standards established in the State of Maine's CDBG Financial Handbook, OMB Circular A-133, and the Single Audit Act Amendments of 1996.
- b. The Grantee agrees to repay any funds received for costs determined to be non-allowable by an audit of the Project accounts. The Grantor shall determine what costs are non-allowable according to the terms of this Agreement and applicable laws and regulations.
- c. The Grantee agrees that the Grantor, the Comptroller General of the United State, or his/her duly authorized representatives and the Secretary of Housing and Urban Development or his/her duly authorized representatives shall, until the expiration of three (3) years after completion of the project for which this grant was made or used, have access to and the right to examine any books, documents, papers, payrolls and records of the Grantee involving transactions related to this grant or the project. The Grantee agrees to make such materials available for inspection at its offices at all reasonable times, and the Grantee shall furnish copies thereof if requested. The Grantee shall include the substance of this paragraph in all subgrants, contracts, and subcontracts payable or reimbursable from Grant funds in whole or in part.

15. STATUTORY REQUIREMENTS. The Grantee shall comply, and require each contractor to comply, with all applicable Federal, State, and Municipal laws, standards, orders, or regulations including without limitation:

a. Nondiscrimination.

1. Title VI of the Civil Rights Act of 1964, as amended, (42 USC 2000d et seq) and the requirements imposed by Regulation (15 CFR Part 8, and 24 CFR Part 1). No person in the United States shall, on the grounds of race, color, religion, sex, handicap, familial status, national origin or sexual orientation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Grantee receives federal financial assistance. The Grantee will immediately take any measures necessary to effectuate this agreement.
2. Rehabilitation Act of 1973, (29 USC 794, 24 CFR Part 8, and Executive order 11914 Section 504). No otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.
3. Equal Employment Opportunity, Executive order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). The Grantee shall require language prescribed in the rules and regulations of the Secretary of Labor at 41 CFR Chapter 60, to be inserted in full in any construction contract for more than \$10,000 or modification thereof, which is paid for in whole or in part with assistance provided under this agreement.
4. Certification of Non-segregated Facilities as required by the May 19, 1967, Order (32 F.R. 7439) on Elimination of Segregated Facilities, by the Secretary of Labor. Prior to the award of any construction contract or subcontract exceeding \$10,000, the Grantee shall require the prospective prime contractor and each subcontractor to submit the following certification:

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he/she does not maintain or provide his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, handicap, familial status, national origin or sexual orientation, because of habit, local custom, or otherwise. He/she further agrees that (except where he/she have obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications form proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal

Opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NON SEGREGATED FACILITIES

A Certification of Non segregated Facilities, as required by the may 9, 1967 Order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 (which is not exempt from the provisions of the Equal Opportunity clause). The Certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

5. The Age Discrimination Act of 1975 (42 USC §6101 et seq). No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
6. Section 109 of the Housing and Community Development Act of 1974 (42 USC §5309). No person in the United States shall on the grounds of race, color, religion, sex, handicap, familial status, national origin or sexual orientation, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Title I of the Housing and Community Development Act of 1974 funds.
7. Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u and 24 CFR Part 135). In connection with planning and implementation of any project assisted with CDBG funds and to the greatest extent feasible, opportunities for training and employment should be given to lower-income persons residing within the unit of local government in which the project is located. Contracts for work in connection with the project should be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the same unit of local government in which the project is located.
8. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq. and 24 CFR Part 100); popularly know as the Fair Housing Act, and Executive Order 11063 as amended by Executive Order 12259. It is illegal to discriminate against, and in any way make unavailable or deny a dwelling to, any person because of race, color, religion, sex, handicap, familial status, national origin or sexual orientation in the following activities: sale or rental of housing or residential lots; advertising the sale or rental of housing; financing of housing; provision of real estate brokerage services; and the appraisal of housing. Recipients of federal funds required to administer programs and activities relating to housing and urban development in a manner that affirmatively furthers fair housing.

b. Labor Standards

1. Davis-Bacon Act as amended (40 U.S.C. 276a – 276a-7 and 29 CFR Part 5). All laborers and mechanics employed by contractors or subcontractors, including employees of other governments, on construction work assisted under this contract, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.
2. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 – 334). All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with, and subject to, the provision of the Contract Work Hours and Safety Standards Act. Contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable Federal laws and regulations pertaining to labor standards.
3. Copeland Anti-Kickback Act (40 U.S.C. §276c and 29 CFR Part 3). All workers must be paid at least once a week, and without any deductions or rebates except those permissible.

c. Title IV of the Lead Based Paint Poisoning Prevention Act (42 U.S.C. §4831 and 24 CFR Part 35).

LEAD-BASED PAINT HAZARDS. The use of any paint containing more than 0.5% lead by weight or for paint manufactured after June 22, 1977 containing more than 0.6% lead by weight, is prohibited from use on any interior or exterior surface in any building being rehabilitated with CDBG funds. Any evidence of a health hazard (cracking, scaling, peeling and loose lead-based paint) must be treated to prevent ingestion of the contaminated Material. Any of the above conditions constitute an immediate or potential hazard and must be corrected using appropriate methods.

- d. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, (42 U.S.C. ch. 61 and 49 CFR Part 24) and as provided by 1. M.R.S.A. ch. 23 requires that activities consisting of acquisition of real property, or acquisition made necessary by CDBG funded activities and/or displacement of families, individuals, businesses, nonprofit organization or firms must provide appropriate compensation.
- e. The National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq); The National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq); and Executive Order No. 11593 (36 FR 8921). The chief executive officer of the Grantee consents to assume the status of responsible Federal official under the National Environmental Policy Act 1969 (NEPA) HUD review procedures, and other applicable provisions of Federal law as specified in 24 CFR 58. The chief executive officer is authorized and consents to accept the jurisdiction of the federal courts for the purpose of enforcement of his responsibilities as an agent of the Grantee. The release of funds for activities in this Agreement is subject to the completion of the environmental review process.

- f. The Flood Disaster Protection Act of 1973 (42 U.S.C. 4106), as amended. The Grantee will fulfill any flood insurance requirements under this Act and any regulations issued there under which may be issued by NOAA.
- g. The Architectural Barriers Act (42 U.S.C. 4151), as amended, and the regulations issued or to be issued there under, prescribing standards for the design and construction of any building or facility intended to be accessible to the public or which may result in the employment of handicapped persons therein.
- h. The Clean Air Act, as amended, (42 U.S.C. 1857 et seq), the Federal Water Pollution Control Act, as amended, (33 U.S.C.1251 et seq) and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time. In no event shall any amount of assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under section 113(c)(1) of the Clean Air Act or section 309(c) of the Federal Water Pollution Control Act.
- i. Minority Business Enterprises referenced in Executive Order #11625, (24 CFR 85.36 Procurement). Grantees are to give priority to Minority Business Enterprises in purchase of supplies, equipment, construction, and services.
- j. CDBG Certification. Grantee shall provide any certification required under Sections 104(b), 106(d)(5) or under any other provision of Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. ch. 69), including Amendments made by the Housing and Urban Rural Recovery Act of 1983, and shall comply with the terms of such certifications.
- k. Restrictions on Lobbying: (Section 319 of Public Law 101-121 and 24 CFR Part 87). The Grantee shall comply with Federal requirements regarding government wide restrictions on lobbying.
- l. Protection of Individuals Engaged in Nonviolent Civil Rights Demonstration. The Housing and Community Development Act of 1974, as amended (42 U.S.C. §5304(i)) requires that each recipient of CDBG Title I funds to adopt and enforce these policies:
 - 1) prohibit the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and
 - 2) enforce applicable State and Local laws against physically barring entrance to or exit from a facility or location which is the subject of nonviolent civil rights demonstrations within its jurisdiction.
- m. Anti-Piracy: Subsection 105(h) of the Housing and Community Development Act of 1974 (42 U.S.C. 5305) specifically prohibits the use of CDBG funds to facilitate the relocation of for-profit businesses from one labor market to another if the relocation is likely to result in significant job loss.

“(h) PROHIBITION ON USE OF ASSISTANCE FOR EMPLOYMENT RELOCATION ACTIVITIES. – Notwithstanding any other provision of law, no amount from a grant under section 106 made in fiscal year 1999 or any succeeding fiscal year may be used to assist directly in the relocation of any industrial or commercial plant, facility, or operation, from one area to another area, if the relocation is likely to result in a significant loss of employment in the labor market area from which the relocation occurs.”.

16. The Grantee warrants that it will follow all procedures as outlined in the State of Maine Community Development Block Grant Program Administrator's Guide, and other subsequent handbooks issued by the Grantor.

17. AMENDMENTS. Amendments to this Agreement will be considered only for the purpose of altering the amount, extending the Agreement end date, or adding or deleting and activity. Amendments must be submitted as outlined in the CDBG Program Administrator's Guide. Requests for amendments must be based on problems encountered in administering the CDBG Program according to the original design and schedule. Amendments may be requested as the need arises during the course of grant administration and will be evaluated to assure that:

- a. the level of benefit will be maintained or increased
- b. all new activities are eligible
- c. the nature of the project as originally submitted has not changes
- d. public hearings (with appropriate notice) are held prior to submission if the project goals are substantially changed
- e. the appropriate municipal officials have approved the amendment

18. MODIFICATIONS. Requests for alterations to grant activities, budget line items of less than 10 percent, or schedules which are non-substantive in nature, but necessary to bring the project into conformity with grant requirements, shall be submitted to the Development Program Manager for approval.

19. SUSPENSION OR TERMINATION

- a. **Suspension.** The Grantor reserves the right to suspend the grant, withhold further payments, or prohibit the Grantee from incurring additional obligations, pending corrective action by the Grantee.
- b. **Termination.** The Grantor reserves the right to terminate this Agreement in whole, or in part, at any time upon a 30 day written notice to the Grantee that it has failed to comply with the conditions of the grant. Any such termination shall be effected by the delivery to the Grantee of a notice of termination specifying the extent to which the agreement is terminated and the date on which such termination becomes effective.
- c. **Appeals.** The Grantee may appeal any determination by the Project Development Specialist to the Director of the Office Community Development according to procedures set forth by the Grantor.

20. TERMINATION BY MUTUAL AGREEMENT. This Agreement may be terminated, whole or in part, prior to the completion of the contracted work when both parties agree that continuation is not feasible or would not produce beneficial results. The parties must agree on the termination conditions, including the effective date and the activities to be terminated. The Grantee shall not incur new obligations for the terminated activities after the effective date, and shall cancel as many outstanding obligations as possible.

21. AVAILABILITY OF FUNDS CLAUSE. The funds granted in this Agreement are contingent upon those funds being available to the State by the U.S. Department of Housing and Urban Development. The State of Maine shall not be obligated to reimburse the grantee for costs incurred beyond the total amount obligated to the State of Maine by the U.S. Department of Housing and Urban Development.

22. ACQUISITION, CONSTRUCTION, RENOVATION, CHANGE OF USE AND DISPOSITION OF REAL PROPERTY: Subject to the obligations and conditions set forth here and in 24 CFR 570.490 and 24 CFR 85.31, title to real property acquired, constructed, and/or renovated in whole or in part using CDBG funds will vest upon acquisition in the Grantee. The Grantee shall ensure, at the time of accepting title, or final payment of CDBG funds for construction/renovations inclusion of a deed restriction indicating the Grantee must notify the OCD of any intent to change the use of, or the disposition of any real property, acquired in whole or in part with CDBG funds under this grant. The Grantee must not proceed with any action toward change of use or disposition of the real property prior to receiving instructions and written approval from the OCD.

RIDER G
IDENTIFICATION OF COUNTRY
IN WHICH CONTRACTED WORK WILL BE PERFORMED

Please identify the country in which the services purchased through this contract will be performed:



United States. Please identify state: State of Maine



Other. Please identify country: _____

Notification of Changes to the Information

The Provider agrees to notify the Division of Purchases of any changes to the information provided above.

STATE OF MAINE
ACTIVATION/CHANGE REQUEST FOR DIRECT DEPOSIT / EFT

MAIL TO:

**We require you to submit a
voided check or letter from your
bank for account verification.**

NEW CHANGE

Circle ONE

State agency or department you are doing business with.

Payee's Name

Contact Person's Name & Phone # (If different from Payee)

Address of Payee (Street/PO, City, State, & Zip)

Email

**TIN is required ~ Employer ID No. or Social Security No.*

TIN of Payee*

EIN SSN
Circle ONE

Vendor Code in the State's Accounting system.

Vendor Code

Include VC or VS

Vendor Code can be provided by the State Agency.

One Vendor Code (VC/VS) Number per a form.

I authorize the State of Maine to send DD/EFT payment detail to the email address included.

By signing and returning this document, you agree to the following statement:

I, the below signed, authorize you to electronically transfer payments to the account provided below. I/we authorize the Agency to initiate credit entries and debit entries (only for the purposes of correcting an erroneous credit provided that, prior to the debit I/we are notified by the Agency in writing of the reason) to my/our account at the below named financial institution. I/we agree to notify the Agency's offices immediately upon discovery of any errors resulting from transactions under this authorization and to notify the Agency's offices of any changes that may affect these instructions or the Agency's ability to rely upon them. This authorization may be canceled by me/us at any time by notifying the Agency in writing. In authorizing the above services to be provided to me/us, I/we agree to hold the Agency and the State of Maine harmless from any and all loss, cost, damage or expenses I/we may suffer as the result of errors in deposits, credit entries or debit entries caused by persons who are not employees of the Agency or the State of Maine.

OLD Bank Info: *This section is for Changes ~ For New bank set up, please skip to NEW section below.*

Name on Account

Routing #
(Transit/ABA #)

Name of Financial Institution

Account #

Address of Financial Institution (Street/PO, City, State, Zip & Phone)

Savings Checking
Circle ONE

You MUST notify us of changes to your name, address, & contact info by completing a Vendor Activation/Change form.

Locate our forms at: <http://www.maine.gov/osc/forms/index.shtml> (Under VENDOR section.)

NEW Bank Info: **New bank info is REQUIRED to be written on this document.*

Name on Account*

Routing #
(Transit/ABA #)

Name of Financial Institution*

Account # *

Address of Financial Institution* (Street/PO, City, State, Zip & Phone)

Savings Checking
Circle ONE *

We require you to submit a voided check or letter from your bank for account verification.

Signature of Payee* *Aaron Chrostowsky*
(Benefit Recipient) or Authorized Agent (not a fill-in, must sign after printing)

Date

INCOMPLETE FORMS WILL NOT BE PROCESSED

For agency use only

AGENCY CONTACT NAME

PHONE #

SHS #

DATE

EFT_V6 3/24/14

TOWN OF WAYNE
PO BOX 400
WAYNE, MAINE 04284

ANDROSCOGGIN BANK
LEWISTON, MAINE 52-7352/2112

020005

PAY

TO THE
ORDER
OF

VOID

DATE

AMOUNT

TOWN OF WAYNE
VOID AFTER 90 DAYS

⑈020005⑈ ⑆211272520⑆ 00⑈401 093 0⑈

Print Form

STATE OF MAINE
New Vendor & Vendor Update Form

Reset

FILL OUT FORM COMPLETELY - ALL AREAS ARE REQUIRED - ONLY ONE NAME & TIN PER A FORM

FEDERAL TAXPAYER ID NUMBER		Vendor Customer Number (if known) VC#	Account or Client Number (if known)
TIN	01-6000424		
TIN Type	Organization Type	Classification	
<input type="radio"/> Social Security No.	<input type="radio"/> Individual	<input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Nonresident Alien	
<input checked="" type="radio"/> Employer ID No.	<input type="radio"/> Company	<input type="checkbox"/> Corporation <input type="checkbox"/> Foreign* (W8 required) <input type="checkbox"/> Partnership	
		<input type="checkbox"/> Trust <input type="checkbox"/> State Gov't <input checked="" type="checkbox"/> Other Gov't <input type="checkbox"/> Other	

NEW	PAYMENT ADDRESS	OLD
Name	Town of Wayne	Name
Alias/DBA		Alias/DBA
C/O	Town Manager	C/O
Address	PO Box 400	Address
C/S/Z	Wayne, ME 04284	C/S/Z
Phone	207-685-4983	Phone

NEW	PHYSICAL / PROCUREMENT ADDRESS	OLD
Name	Town of Wayne	Name
Address	48 Pond Road	Address
C/S/Z	Wayne, ME 04284	C/S/Z

Contact Name:
Aaron Chrostowsky

Contact Phone:
207-685-4983

Email Address:
townmanager@waynemaine.org

Note:

Authorized Signature, Title & Current Date: *Aaron Chrostowsky* Town Manager 1/2/2019

I certify that the above information is accurate & correct as of the current date signed on this form. I am responsible for updating & maintaining my information on a regular basis by written communication via this form or via the internet at the Vendor Self Service web site.

OFFICE USE ONLY	Information on State Agency Submitting Vendor Form	OFFICE USE ONLY
State Agency & SHS # *	Agency Contact Person Name & Title*	Contact's Phone #

2 CFR Part 200 This form must be completed by the Municipal Financial Officer

All non-Federal entities that expend \$750,000 or more of Federal awards (includes EPA, Transportation, Education, Energy, Homeland Security, etc.) in a year are required to obtain an annual audit in accordance with, Office of Management and Budget (OMB) 2 CFR Part 200.

For your most recent fiscal year, was your municipality required to obtain a Single Audit?

Yes No

Including your Federal CDBG award of \$ 50,000 you must assess whether a Single Audit will be required for each of the fiscal years in which funds for this grant are anticipated to be expended. If a single audit is required, the grantee must have it conducted in accordance with 2 CFR Part 200 Generally Accepted Government Auditing Standards for the fiscal year noted above. **The Single Audit must be submitted to the Federal Audit Clearinghouse** (go to <https://harvester.census.gov/facweb/> for more information) **and the Office of Community Development at the Maine Department of Economic and Community Development, 59 State House Station, Augusta, ME 04333-0059**, for the **Maine CDBG Program** within the earlier of 30 days after receipt of the auditor's report, or nine months after the end of the audit period. Extensions are no longer granted.

Grantee certifies that:

RHR Smith + Co., 3 Old Orchard Road
Name of Audit Firm and Address Buxton, ME 04093

is the audit firm that has/will be completing the audit for fiscal year(s) listed below:

June month 2019 year, anticipated amount of federal expenditures 50,000

June month 2020 year, anticipated amount of federal expenditures 50,000

After consultation with the above mentioned Auditor, I certify the following:

Single Audit Not Required (Total Anticipated Federal Expenditures less than \$750,000) for fiscal year(s) ending FYE 2019 + 2020

Single Audit Required (Total Anticipated Federal Expenditures at least \$750,000) For fiscal year(s) ending _____

Name of Contact person responsible for audit arrangement Aaron Chrostewsky

Grantee certifies the amounts shown on this report accurately reflect the federal funds anticipated to be expended by us for the fiscal year(s) indicated above.

Aaron Chrostewsky
Name of Person completing form

685-4983
Phone #

Town of Wayne
Name of Community

1/2/19
Date

**BUREAU OF ALCOHOL BEVERAGES AND LOTTERY OPERATIONS
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT
8 STATE HOUSE STATION, AUGUSTA, ME 04333-0008
10 WATER STREET, HALLOWELL, ME 04347
TEL: (207) 624-7220 FAX: (207) 287-3434
EMAIL INQUIRIES:**

DIVISION USE ONLY	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Cash Ck Mo:	

NEW application: Yes No

PRESENT LICENSE EXPIRES 12/17/18

INDICATE TYPE OF PRIVILEGE: MALT VINOUS SPIRITUOUS

INDICATE TYPE OF LICENSE:

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> RESTAURANT (Class I,II,III,IV) | <input type="checkbox"/> RESTAURANT/LOUNGE (Class XI) | <input type="checkbox"/> CLASS A LOUNGE (Class X) |
| <input type="checkbox"/> HOTEL (Class I,II,III,IV) | <input type="checkbox"/> HOTEL NO FOOD (Class I-A) | |
| <input type="checkbox"/> CLUB w/o Catering (Class V) | <input type="checkbox"/> CLUB with CATERING (Class I) | <input type="checkbox"/> GOLF COURSE (Class I,II,III,IV) |
| <input type="checkbox"/> TAVERN (Class IV) | <input type="checkbox"/> QUALIFIED CATERING | <input type="checkbox"/> OTHER: _____ |

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

Corporation Name:		Business Name (D/B/A)	
APPLICANT(S) - (Sole Proprietor)		Physical Location:	
Keith D Ross		233 Main St. 04284	
DOB: 9/11/62		City/Town State Zip Code	
142 School Rd.		Wayne me.	
Address		Mailing Address	
Sabattus me. 04280		P.O. Box 19	
City/Town State Zip Code		City/Town State Zip Code	
207-242-8418		Winthrop me 04364	
Telephone Number Fax Number		Business Telephone Number Fax Number	
47-4356498		207-458-1680	
Federal I.D. #		Seller Certificate #:	
47-4356498		or Sales Tax #: 1176078	
Email Address:		Website:	
Please Print kross3@maine.rr.com		otgindargolf.com	

If business is NEW or under new ownership, indicate starting date: _____

Requested inspection date: _____ Business hours: _____

- If premise is a Hotel or Bed & Breakfast, indicate number of rooms available for transient guests: _____
- State amount of gross income from period of last license: ROOMS \$ _____ FOOD \$ 859.30 LIQUOR \$ 2181.85
- Is applicant a corporation, limited liability company or limited partnership? YES NO

If Yes, please complete the Corporate Information required for Business Entities who are licensees.

- Do you permit dancing or entertainment on the licensed premises? YES NO
- If manager is to be employed, give name: _____
- Business records are located at: 233 Main St. Wayne, Me, 04284
- Is/are applicants(s) citizens of the United States? YES NO
- Is/are applicant(s) residents of the State of Maine? YES NO

Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth

Residence address on all of the above for previous 5 years (Limit answer to city & state)

10. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States? YES NO

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____ (use additional sheet(s) if necessary)

11. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued? Yes No If Yes, give name: _____

12. Has/have applicant(s) formerly held a Maine liquor license? YES NO

13. Does/do applicant(s) own the premises? Yes No If No give name and address of owner: Robert Diamond & Dennis MatHugh 180 New Sandwich Rd. Wayne, Me. 04284

14. Describe in detail the premises to be licensed: (On Premise Diagram Required) Indoor Golf Simulator business with a Food and Beverage outlet.

15. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services? YES NO Applied for: _____

16. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? _____ Which of the above is nearest? _____

17. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES NO

If YES, give details: _____

The Division of Liquor Licensing & Enforcement is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.

NOTE: "I understand that false statements made on this form are punishable by law. Knowingly supplying false information on this form is a Class D offense under the Criminal Code, punishable by confinement of up to one year or by monetary fine of up to \$2,000 or both."

Dated at: Wayne, Maine on Dec. 11, 2018
Town/City, State Date

Please sign in blue ink

Keith D. Ross
 Signature of Applicant or Corporate Officer(s)

 Signature of Applicant or Corporate Officer(s)

Keith D. Ross
 Print Name

 Print Name

STATE OF MAINE

Dated at: Wayne, Maine Kennebec
City/Town (County)

On: 12/11/18
Date

The undersigned being: Municipal Officers County Commissioners of the
 City Town Plantation Unincorporated Place of: Wayne, Maine

Hereby certify that we have given public notice on this application and held public hearing thereon as required by Section 653 Title 28A, Maine Revised Statutes and herby approve said application.

THIS APPROVAL EXPIRES IN 60 DAYS

NOTICE - SPECIAL ATTENTION

§653. Hearings; bureau review; appeal

1. **Hearings.** The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, may hold a public hearing for the consideration of applications for new on-premises licenses and applications for transfer of location of existing on-premises licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.

A. The bureau shall prepare and supply application forms. [1993, c. 730, §27 (AMD).]

B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located. [1995, c. 140, §4 (AMD).]

C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premises license or transfer of the location of an existing on-premises license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premises license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premises license that has been extended pending renewal within 120 days of the filing of the application. [2003, c. 213, §1 (AMD).]

D. If an application is approved by the municipal officers or the county commissioners but the bureau finds, after inspection of the premises and the records of the applicant, that the applicant does not qualify for the class of license applied for, the bureau shall notify the applicant of that fact in writing. The bureau shall give the applicant 30 days to file an amended application for the appropriate class of license, accompanied by any additional license fee, with the municipal officers or county commissioners, as the case may be. If the applicant fails to file an amended application within 30 days, the original application must be denied by the bureau. The bureau shall notify the applicant in writing of its decision to deny the application including the reasons for the denial and the rights of appeal of the applicant. [1995, c. 140, §5 (NEW).][2003, c. 213, §1 (AMD) .]

2. **Findings.** In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:

Reject RSU 38 bond on Jan. 8

 centralmaine.com/2019/01/05/reject-rsu-38-bond-on-jan-8/

January 5, 2019

Regional School Unit 38 (Readfield, Manchester, Wayne and Mount Vernon) is asking for approval on a \$5.84 million bond for improvements to all of the facilities in the district. For 12 years enrollment has declined, the budget has gone up, as class sizes have remained small and student-to-teacher ratios low. Not long ago, \$145,000 was spent on a new roof for the Wayne elementary school, which has less than 60 students enrolled and could have easily been combined with Readfield.

School districts statewide have been consolidating and closing schools for years to responsibly ease the burden on taxpayers while RSU 38 refuses to consider it.

Read today's letters

- [EPA rule change threatens habitat](#)
- [Manchester display lights up town](#)
- [Why not shut down our highways?](#)

A letter about the bond was sent to members of the four towns roughly a week before the holiday shutdown. With the holidays and two weekends, that left roughly 12 to 14 business days before the vote. I looked around Readfield for other notifications only to find a notice partially covered on a small bulletin board in the post office. Maybe it was posted in the town hall or district website but I had no reason to visit either.

It strikes me as an effort by the RSU to sneak this through without adequate notification or discussion to vote on this huge amount of potentially unnecessary spending.

It's time to consolidate small classes, reduce expensive staff, and close near-empty schools like other districts have done statewide. It's time to set a far greater example for students on the realities of modern life and how to fairly and respectfully treat the members of your community.

Please vote this bond down Jan. 8 to send a clear message to the school board to provide real access to public opinion after all options are thoroughly considered and discussed.

David Hepfner

Readfield

[< Previous](#)

[Enough's enough on 'Mark Trail'](#)

[Next >](#)

filed under:

Letters

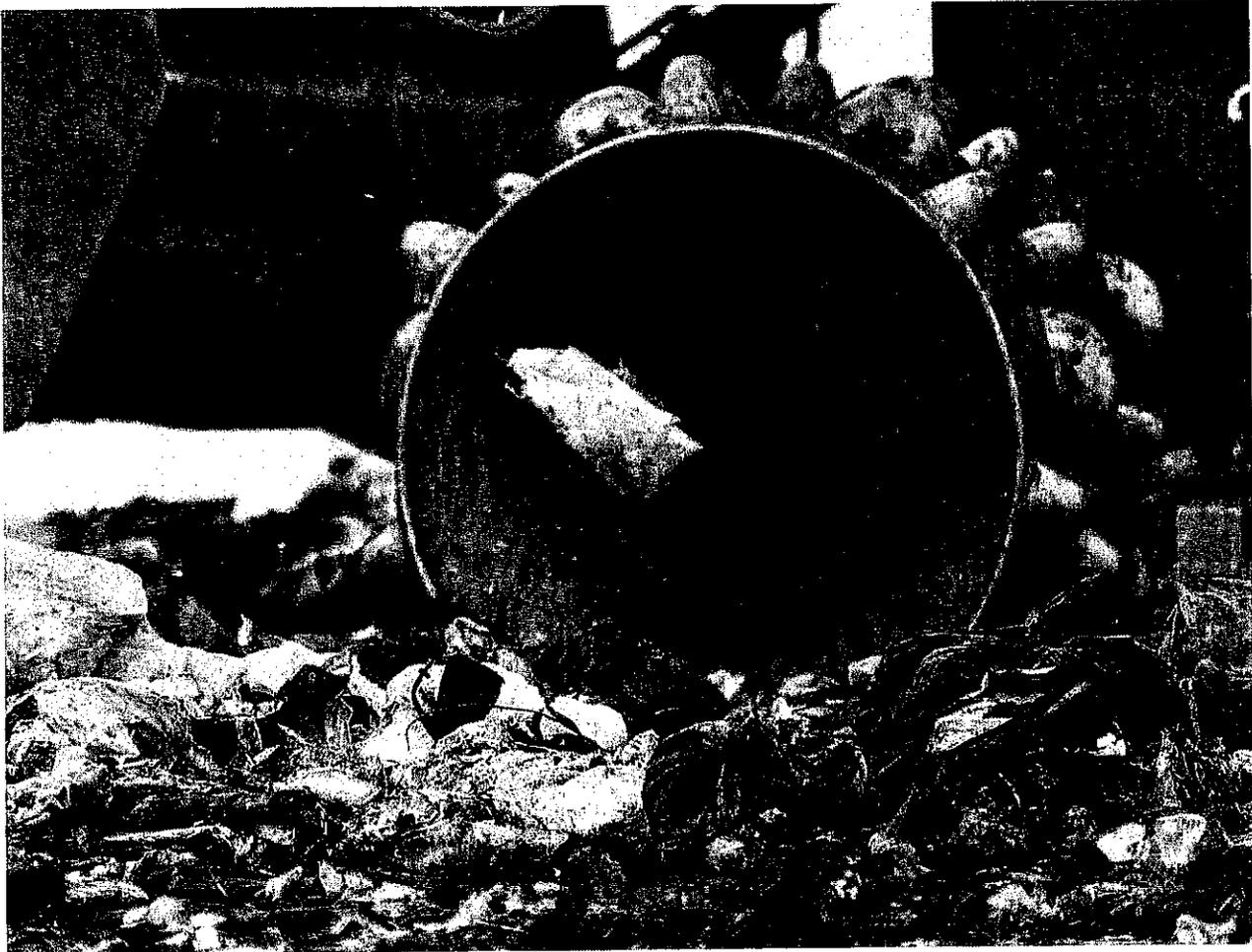
© 2019

Augusta to consider plastic bag ban

cm centralmaine.com/2019/01/04/augusta-to-consider-plastic-bag-ban/

By Keith Edwards

January 4, 2019



AUGUSTA — The city might join a growing number of other municipalities in Maine in banning plastic bags.

Augusta officials will discuss banning the use of plastic shopping bags as a way to reduce waste going into the city's landfill and — illegally — into its recycling bins.

City councilors are expected to take up a proposal at their Jan. 10 meeting from Ward 1 Councilor Linda Conti to ban plastic shopping bags in Augusta.

Conti said the specifics of such a ban would be up for discussion and negotiation with other councilors, but she wants measures in place to reduce the number that are thrown away, largely because they are not recyclable.



A plastic shopping bag blows in the wind Friday at the Hatch Hill Solid Waste Facility in Augusta. *Kennebec Journal* photo by Joe Phelan

"I just want to sort of explore all the options and see what we could reach consensus on that we might be able to actually move forward," she said of the proposal Friday. "So it's going to be a pretty free-ranging, wide-open discussion."

Waterville residents voted in November 2018 on a proposal to ban plastic bags that initially passed by 146 votes but that a controversial recount later determined to have been rejected by seven votes after a group of Waterville voters challenged 164 ballots, most of which were from Colby College students. A challenge to that result is pending before the Maine Supreme Judicial Court.

In June 2018, Manchester residents voted to ban plastic bags from retail stores.

Other Maine communities with plastic bag bans in place include Bath, Brunswick and Topsham.

Some communities, including Manchester, have banned them from retail stores; while others have banned them from stores larger than a certain size.

Conti's proposal came up in Augusta during discussion about problems with the city's single-sort recycling program. Among the problems that have arisen are nonrecyclable items — including plastic bags — being placed in the four bins intended for residents' recyclable material, nonresidents using them, and items being left on the ground outside of the containers when they were full.



A plastic shopping bag blows in the wind Friday at the Hatch Hill Solid Waste Facility in Augusta. *Kennebec Journal photo by Joe Phelan*

Augusta Public Works Director Lesley Jones suggested that as recycling becomes more challenging because of changes in the market for recyclable materials, a better approach to reducing waste going to the landfill would be for people to reduce how much waste they create in the first place.

During discussion of Augusta's recycling program at Thursday's council meeting, Conti said a plastic bag ban could help reduce waste and also help prevent the bags from ending up in city recycling containers.

"Recycling has become problematic because there is no market for recyclables," she said. "Stopping waste from becoming waste may be a way to address some of these issues, so we're going to discuss it and see what people think of it."

In December 2018, Augusta city councilors voted to remove the recycling collection bins available to residents at two of the four locations in Augusta. The two spots, where the bins are scheduled to be removed Feb. 4, are the parking lots outside Augusta City Center and the police station. Those were the only ones available around the clock, every day of the week. They were, however, also largely unmonitored, and presented the most problems with contamination and other misuse. The remaining two locations — at the Hatch Hill landfill and the John Charest Public Works Facility off North Street — are monitored by the city staff and will remain available for use by residents, but

Resident Charlotte Ellis told councilors Thursday she was disappointed that the city chose to eliminate the City Center and police station collection bins. She said the city needs to do more to spread the word to residents about what is recyclable and what isn't.

She noted that when the city's single-sort recycling program first started in a partnership with ecomaine, which has a recyclables processing plant in Portland, disposable plastic bags were considered an acceptable item in the recycling collection bins. Residents were asked later to stop putting plastic bags into the recycling bins, because they were clogging up sorting machines at ecomaine.



A plastic shopping bag blows in the wind Friday at the Hatch Hill Solid Waste Facility in Augusta. *Kennebec Journal photo by Joe Phelan*

Ellis said now there is only a tiny sign on a board by the bins that states plastic bags should not be put into them.

"I don't feel there has been enough communication to the residents of Augusta about recycling," she said.

Ellis suggested asking volunteers to help monitor the bins and educate residents at the locations about what is and isn't accepted. She volunteered to "take a shift" to help out with that.

Mayor David Rollins said Thursday the city has worked hard to get the word out about recycling, but it could do more to let residents know about changes. He said plastic bags were just one type of nonrecyclable item being put in the two unmonitored recycling bins; other items being tossed into the containers have included household trash and diapers.

A related proposal to make it a \$500 fine for nonresidents to put any items into the recycling bins meant for Augusta residents moved forward with a first reading — of two required for passage — at Thursday's council meeting, and could be approved by councilors at their next business meeting.

At-large Councilor Corey Wilson, the sponsor of that proposal, said it should not be taken as an indication the city wants to get rid of recycling.

"This is purely intended to be a deterrent for those who've sought to abuse what we've been able to offer, period," Wilson said.

Keith Edwards — 621-5647

Twitter: @kedwardskj

< Previous

Cause of North Anson fatal fire determined to be accidental

<https://www> Next >

Waterville boy, 15, rescued from deep hole

filed under:

augusta maine

© 2019

Town of Manchester

SINGLE USE PLASTIC CARRY-OUT BAGS ORDINANCE

Enacted:

Attested Copy: _____

SINGLE USE PLASTIC CARRY-OUT BAGS

IDENTIFICATION AND DEFINITION OF ORDINANCE

1. **Identification.** This ordinance shall be known as the Single Use, Carry-Out Plastic Bag Ordinance.
2. **Purpose.** It is in the best interest of the citizens and visitors of Manchester to protect the environment and natural resources of Maine by discouraging the distribution and use of disposable, single use, carry-out paper shopping bags and by the prohibition of single use carry-out plastic bags, and encouraging the use of reusable shopping bags in stores, as defined below. NOTE: This prohibition does not apply to paper bags.
3. **Findings.** Single use Carry-Out Bags have a negative impact on the environment and wildlife; and
 - a. It is in the public interest to keep the Town of Manchester as litter free as possible to enhance the quality of life for Manchester's residents and visitors; and
 - b. Manchester is a rural community with a vested interest in protecting the environment from plastic debris.
 - c. The best alternative to Single Use Carry-Out Bags is the use of Reusable Bags for shopping, which is accomplished through prohibiting the distribution of plastic Single Use Carry-Out Bags by stores, as defined in this Section.
4. **Authority.** This proposed Ordinance to be adopted pursuant to the Town's home rule authority pursuant to M.R.S.A. 30-A § 3001 et seq.
5. **Definitions.** Except as provided below, any word not otherwise defined shall have its ordinary meaning.
 - a. **Single Use Carry-Out Bag.** A bag other than a Reusable Bag, as defined below, provided at the check stand, cash register, point of sale, or other point of departure for the purpose of transporting food or merchandise out of the establishment. The term Single Use Carry-Out Bag includes compostable and biodegradable bags, including paper bags, but does not include Reusable Bags, Produce Bags, Product Bags required for special handling, or bags provided by pharmacists to contain prescription drugs.
 - b. **Produce Bag or Product Bag.** The terms mean any bag without handles used exclusively to carry produce, meats, other food items or merchandise within the store to the point of sale inside such store, or to prevent such items from coming into direct contact with other purchased items.
 - c. **Reusable Bag.** A bag that meets all of the following criteria:
 - i. Designed and manufactured to withstand repeated uses over a period of time;
 - ii. Is machine washable or, made from a material that can be cleaned and disinfected regularly;
 - iii. Has a minimum lifetime of 75 uses; and
 - iv. Has the capability of carrying a minimum of 18 pounds.
 - d. **Store.** Any of the following retail establishments located within the Town of Manchester engaged in the sale of perishable or non-perishable goods to the ultimate consumer for direct use or consumption and not for resale:
 - i. A full line, self service market located in a permanent building, operating year round, and which sells at retail a line of staple foodstuffs, meats, produce, household supplies, dairy products or other perishable items.
 - ii. A drug store, pharmacy, supermarket, grocery store, convenience food store, food mart, restaurant, engaged in retail sales.

6. **Single Use Carry-Out Bag:**
- a. No store, as defined above, shall provide a Single Use Carry-Out Bag made of plastic or similar materials that does not meet all the criteria as a Reusable Bag, as defined above, to a customer at the check stand, cash register, point of sale or other point of departure for the purpose of transporting food or merchandise out of the establishment.
 - b. Nothing in this Section shall be construed to prohibit customers from using bags of any type that the customer brings to the Store for their own use or from carrying away from the Store goods that are not placed in a bag provided by the Store.
7. **Exemptions:** A Store shall be exempt from the provisions of this Ordinance in a situation deemed by the Town Manager to be an emergency for the immediate preservation of the public health or safety.
8. **Violations and Enforcement:** The Town Manager or his/her designee(s) shall have the primary responsibility for enforcement of this Ordinance. If the Town Manager or his/her designee(s) determines that a violation of this Ordinance has occurred, he/she shall issue a written warning notice to the Store that a violation has occurred. Subsequent violations of the Ordinance shall be subject to the penalties set forth in 30-A M.R.S.A. § 4452(3).
- Violations of this Ordinance shall be punishable by fines as follows:
1. A fine not exceeding \$250 for the first violation in a one (1) year period;
 2. A fine not exceeding \$500 for the second and each subsequent violation in a one (1) year period. Each day that a violation occurs will be considered a subsequent violation.
9. **Effective Date:** The provisions of this Ordinance shall become effective on July 1, 2018 following adoption at town meeting.
10. **Severability:** If any part or provision of this Ordinance or the application thereof to any person or circumstances is held invalid, the remainder of the Ordinance, including the application of such part or provision of other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable.

Wayne Town Manager

From: Wayne Town Manager <townmanager@waynemaine.org>
Sent: Friday, January 04, 2019 3:27 PM
To: ablack1503@aol.com; Don Welsh (dtwelsh277@gmail.com); Lloyd Irland (lirland@gmail.com); Stan Davis; Trent Emery; Trent Emery (temery@waynemaine.org)
Subject: FW: Recycling Loads Update

From: Lissa Bittermann [mailto:Lissa.Bittermann@ecomaine.org]
Sent: Friday, January 04, 2019 2:28 PM
To: readfield.tmgr@roadrunner.com; bbourgoine@readfieldmaine.org; fayette@myfairpoint.net; johnbeekman@hotmail.com; Amy Bernard (townmanager@waynemaine.org); dtwelsh277@gmail.com
Subject: Recycling Loads Update

Dear Eric, Bruce, Mark, John, Aaron and Don,

Several more near perfect loads of recycling from your communities in December! Keep up the great work and please pass on our continued appreciation. Thank you very much and Happy New Year!

10323741	READFIELD/WAYNE RECYCLE	12/4/2018	1%	#N/A	READFIELD/WAYNE - TRANSFER STATION	7.32
10325041	READFIELD/WAYNE RECYCLE	12/11/2018	1%	#N/A	READFIELD/WAYNE - TRANSFER STATION	6.27
10326702	READFIELD/WAYNE RECYCLE	12/19/2018	1%	#N/A	READFIELD/WAYNE - TRANSFER STATION	5.79
10327998	READFIELD/WAYNE RECYCLE	12/27/2018	1%	#N/A	READFIELD/WAYNE - TRANSFER STATION	6.54

Best,
Lissa

Lissa Bittermann
Business Development Manager

To: Selectboard
 Budget Committee

From: Aaron Chrostowsky, Town Manager

Re: Budget Development/ Town Meeting Timeline - Updated

Date: 01/06/2019

<u>Date</u>	<u>Board/ Committee</u>	<u>Time</u>	<u>Activity</u>
<i>Fri. March 1, 2019</i>		<i>4:30 PM</i>	<i>Nomination Papers Available (100 days before ATM)</i>
Tues. March 5, 2019	Selectboard ²	6:30 PM	Regular Meeting
Wed. March 6, 2019	Joint RSU/ Selectmen ¹	6:30 PM	Regular Meeting
			- Joint Meeting/ Draft Budget Proposal
Tues. March 12, 2019	Budget Committee³	6:00 PM	Regular Meeting
			- Town Manager Budget Presentation
			- Begin Reviewing Department Budgets
Wed. March 13, 2019	Joint RSU/ Selectmen ¹	6:30 PM	Regular Meeting
			- Joint Meeting/ Draft Budget Proposal
Tues. March 19, 2019	Selectboard ²	6:30 PM	Regular Meeting
Tues. March 26, 2019	Budget Committee³	6:00 PM	Regular Meeting
			- Review Department Budgets
Tues. April 2, 2019	Selectboard ²	6:30 PM	Regular Meeting
Tues. April 9, 2019	Budget Committee³	6:00 PM	Regular Meeting
			- Review Department Budgets
Wed. April 10, 2019	RSU Board ¹	6:30 PM	Regular Meeting
			- Discuss/ Approve Final Budget Recommendation
			- Budget Approval
<i>Fri. April 12, 2019</i>		<i>4:30 PM</i>	<i>Nomination Papers Due & Referendum Questions Due (60 days before ATM)</i>
Tues. April 16, 2019	Selectboard ²	6:30 PM	Regular Meeting
Tues. April 23, 2019	Budget Committee³	6:00 PM	Regular Meeting
			- Discuss/ Approve Final Budget Recommendation (if needed)
Tues. April 30, 2019	Selectboard ²	6:30 PM	Regular Meeting
			- Sign & Post Annual Town Meeting Warrant
<i>Fri. May 10, 2019</i>		<i>4:30 PM</i>	<i>Absentee Ballots Available (30 days before ATM)</i>
Tues. May 14, 2019	Selectboard ²	6:30 PM	Regular Meeting
Wed. May 15, 2019	RSU Board ⁴	7:00 PM	Annual School Meeting "Budget Meeting"
Tues. May 28, 2019	Selectboard ²	6:30 PM	Regular Meeting
Tues. June 5, 2019	Selectboard ²	6:30 PM	Special Meeting (if needed)
			- Public hearing on Referendum Questions
Tues. June 11, 2019	Selectboard²	6:30 PM	Regular Meeting
Tuesday June 11, 2019	Selectboard ²	8AM – 8PM	Annual Town Meeting "Election of Officers"
	RSU Board ⁵	8AM – 8PM	Budget Validation Referendum
Wednesday June 12, 2019	Selectboard ⁵	6:00 PM	Annual Town Meeting "Budget Meeting"

Notes:

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



MARANACOOK AREA SCHOOLS

A Caring School Community Dedicated to Excellence

James Charette
Superintendent of Schools

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

Tel. 207-685-3336

Ryan Meserve
Special Education Director

Brigette Williams
Finance Manager

Fax. 207-685-4703

January 4, 2018

Dear RSU #38 Community Select Board Members:

We would like to invite you to attend a joint meeting with the RSU #38 School Board on March 13, 2019 at 6:30 p.m. at the Maranacook Community High School to discuss the draft FY20 RSU #38 school budget.

We had many positive comments about the joint meeting during last year's budget process and are committed to providing this experience once again. Members of both boards felt that this meeting gave participants the opportunity to ask each other questions about, and give input, on issues that would impact the RSU #38 budget. We believe that the opportunity for open communication is invaluable to the budget process.

Below is a list of the RSU #38 budget meetings, and a more detailed schedule is enclosed. We encourage someone from your Select Board to attend these meetings in order to gain a better understanding of the details of the draft budget prior to the March 13th meeting. At these meetings administrators will describe their budgets and discuss any changes that they feel are necessary for FY20. The schedule for the budget meetings is as follows, and we welcome your attendance:

- January 16, budget workshop
- February 6, business meeting and budget workshop
- February 27, budget workshop
- March 6 - business meeting and budget workshop Joint meeting with Select Boards on budget
- March 13, Report from Auditor Ron Smith, Joint Meeting with Select Boards on budget, budget deliberations, follow-up and decision making
- March 20, budget workshop, budget deliberations, follow-up and decision making
- March 27, (*tentative mtg.*) budget workshop, budget deliberations, follow-up and decision making
- April 3, business meeting including budget deliberations, follow-up and decision making
- April 10, business meeting, vote on budget
- May 15, RSU 38 Annual Meeting, 7:00 p.m.

We look forward to the March 13th meeting where we can openly discuss the draft budget, and raise and answer questions that will promote a better understanding of the needs of the RSU #38 community. We hope that you can join us for this meeting.

Sincerely,

Jay Charette
Superintendent of Schools

Gary W. Carr, Ph.D.
RSU #38 Board Chairperson

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

Date: 1/6/19

	<u>2016</u>	<u>2017</u>	<u>2018</u>
<u>Income</u>			
Business Income			
Medicaid			
Other Income (Food Stamps)			
Pension (Deceased Spouse)			
Social Security	\$2,249.05	\$2,249.05	\$2,249.05
SSI			
TANF			
Unemployment Comp.			
Veteran's Benefits			
Wages			
Worker's Comp.			
Total Monthly Income	\$2,249.05	\$2,249.05	\$2,249.05
Total Annual Income	\$26,988.60	\$26,988.60	\$26,988.60
<u>Expenses</u>			
Auto Gas	\$173	\$173	\$173
Auto Insurance	\$78.40	\$78.40	\$78.40
Auto Payment			
Clothing			
Debt Service	\$350	\$350	\$350
Doctors/ Dentist			
Electricity	\$180	\$180	\$180
Food	\$500	\$500	\$500
Heating/ Cooking Fuel	\$228	\$228	\$228
House Insurance	\$104	\$104	\$104
Household Supplies			
Life Insurance			
Loan Repayments			
Medical Insurance (Medicare)	\$148	\$148	\$148
Mortgage			
Necessary Transportation			
Other (Cable)			
Personal Supplies			
Prescriptions	\$423	\$423	\$423
Property Taxes			
Telephone	\$90	\$90	\$90
Water/ Sewer			
Total Monthly Expense	\$2,274.40	\$2,274.40	\$2,274.40
Total Annual Expense	\$27,292.80	\$27,292.80	\$27,292.80

<i>Net Gain/ Loss (monthly)</i>	<i>-\$25.35</i>	<i>-\$25.35</i>	<i>-\$25.35</i>
<i>Net Gain/ Loss (annually)</i>	<i>-\$304.20</i>	<i>-\$304.20</i>	<i>-\$304.20</i>
Taxes Owed	\$1,967.32	\$2,154.79	\$2,211.57

Footnotes:

1. Liened date 08/7/18, automatic foreclosure date 2/4/20
2. Liened date 8/4/17, automatic foreclosure date 2/4/19

Conclusion/ Recommendation:

Does not show capacity to pay property taxes all three years examined. Recommend poverty abatement for at least one year – FY 16-17 to prevent automatic foreclosure date on 2/4/2019.

Also, recommend, the following:

- Might qualify for food stamp program, needs to contact DHHS
- Contact Rural Community Action Ministry for further assistance (home weatherization);
- Look into LiHeap program for fuel assistance;
- Continue to make regular (monthly) property tax payments;
- Consider Apply for General Assistance;
- Send Pam Chenea, AAH Outreach Coordinator discuss services;
- Send Assessor Agent over to review property for errors in assessment and discuss property tax exemption programs for FY 19-20 property taxes;
- Re-submit application in 12 months for FY 19-20 property taxes;



Poverty Abatements

MMA Legal Services Information Packet

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

Date of last revision: 11/2017

This packet includes the following attachments:

- Title [36 M.R.S.A. §§ 841-844](#)
- "[Poverty Abatements](#)," *Maine Townsman*, February 1991
- "[Installment Purchaser Ineligible For Poverty Abatement](#)," *Maine Townsman*, Legal Notes, November 1998
- "[Two New Poverty Abatement Cases](#)," *Maine Townsman*, Legal Notes, April 2004
- [2017 Poverty Guidelines](#) (U.S. HHS)
- *Sample [Poverty Abatement Application Form](#)* [PDF; Interactive]; *Sample [Maine Revenue Services \(MRS\) Abatement Application](#)* [PDF; Interactive]
- *Sample [Notice of Executive Session](#)*
- *Sample [Notice of Decision](#)*

Important issues and considerations include:

I. Generally

Under [36 M.R.S.A. § 841](#), municipalities may abate (forgive) a property tax for "error or mistake," including illegality or irregularity (§ 841(1)), or for reason of "hardship or poverty" (§ 841(2)). This latter section authorizes the municipal officers, "on their own knowledge or on written application," to "make such abatements as they believe reasonable in the real and personal taxes on all persons who, by reason of hardship or poverty, are in their judgment unable to contribute to the public charges." See 36 M.R.S.A. § 841(2).

Although at first glance Section 841(2) appears succinct and straightforward, it provides very little in the way of guidance on the question of when to grant a poverty abatement. As a result, a review of relevant case law and an understanding of General Assistance (GA) financial analysis are essential for a thorough understanding of poverty abatements (see Sections III and IV below).

II. Statutorily Required Procedures

While the statute does not fully explain the operation of the eligibility standard that governs a poverty abatement application, it does provide procedures to guide the review of applications for poverty abatements. In summary, Section 841(2) provides that:

- An applicant may apply for an abatement within 3 years from the date the taxes are committed (although municipal officers may extend the 3-year period);
- The municipal officers must provide that any person who indicates an inability to pay all or part of assessed taxes will be informed regarding their right to apply for an abatement;

- Individuals making applications for abatement must receive assistance in filing an application (this assistance however, does not reduce the applicant's burden of proof);
- Application forms for requesting an abatement based on poverty or hardship must be made available to applicants and must contain notice that a written decision shall be made within 30 days of application;
- Municipal officers must provide persons the opportunity to apply for an abatement during normal business hours;
- Municipal officers must maintain the confidentiality of "all applications, information submitted in support of the application, files and communications relating to an application for abatement and the determination on the application for abatement";
- Poverty abatement hearings and proceedings must be held in executive session;
- Municipal officers must provide persons applying for abatement written notice of their decision within 30 days of application; and
- Any decision on an application for poverty abatement must provide the applicant with the specific reason or reasons for the decision and must inform the applicant of the right to appeal and the procedure for requesting an appeal.

III. Case Law

As previously mentioned, the statute (§ 841(2)) does not set forth an explicit eligibility standard for poverty abatement determinations. Therefore, it is necessary to rely on existing case law for guidance. The following selected principles derived from Maine Supreme Court cases may lead to a clearer understanding of poverty abatements:

- Although the law says municipal officers "may" grant abatements as they think reasonable, "may" will mean "shall" in cases where the word "may" is used for the purpose of imposing a public duty upon public officials for the sake of the public good (such as where an applicant's poverty is indisputable). *Schwanda v. Bonney*, 418 A.2d 163 (Me. 1980).
- Applicants seeking a poverty abatement have the burden of proving that they are eligible for the abatement. It is not the municipal officers' responsibility to prove that applicants are not entitled to an abatement. *Joyce v. Town of Lyman*, 565 A.2d 90 (Me. 1989).
- To obtain a poverty abatement, an applicant has the burden of proving that by reason of poverty or hardship, the applicant is unable to contribute to the public charges. 36 M.R.S.A. § 841 (2); *Macaro v. Town of Windham*, 468 A.2d 604 (Me. 1983); *Joyce v. Town of Lyman*, 565 A.2d 90 (Me. 1989); and *Gilmore v. City of Belfast*, 580 A.2d 698 (Me. 1990).
- The purpose of 36 M.R.S.A. §841(2) (which is not clearly stated in the statute) is "to prevent towns from forcing the sale of property in order to collect taxes from those otherwise unable to pay." Therefore, while an applicant may possess a valuable asset such as a house, that applicant still may have no ability to pay property taxes, so that a municipality may not rely on the mere existence of the asset to deny a poverty abatement. The possibility of remortgaging or otherwise borrowing off one's house does not constitute evidence of ability to contribute to the public charges. The municipality instead must look to an applicant's realistic financial capacity to pay his or her taxes. *Macaro v. Town of Windham*, 468 A.2d 604 (Me. 1983).
- An applicant has the burden of proving an inability to contribute to the public charges both at the time of the application and during the tax years for which the abatement is being requested. Thus, if an applicant was indigent at the time of application but not so during the tax year in question, the applicant would not be eligible. Further, if an applicant was indigent during the tax year in question but then at time of the poverty abatement application became able to pay the taxes due, that applicant also would be ineligible. *Gilmore v. City of Belfast*, 580 A.2d 698 (Me. 1990). This also means that the approval of a poverty abatement application is not automatic simply because an applicant qualified and received an abatement in prior years.
- A purchaser under a "land installment agreement" lacks standing to seek a poverty abatement of taxes on the property, even though the agreement may make the purchaser responsible for the payment of taxes, since the legal ownership of the property, as well as legal liability for the tax, remains with the seller. *Mason v. Town of Readfield*, 715 A.2d 179 (Me. 1998).
- A purchaser holding a life estate in a piece of property is the proper party to be assessed for taxes on that property during his or her lifetime. *Kenny v. Jones*, 36 A. 252 (Me. 1913). It follows that a lifeowner holding a life estate also has standing to apply for a tax abatement, including an abatement for reasons of poverty.
- A taxpayer's poverty property tax abatement may be reduced by payments received from the Maine Residents Property Tax Program. The Law Court stated that 36 M.R.S.A. § 841(2) "gives municipal officers considerable discretion to grant complete or partial abatements of real and/or personal taxes for poverty related reasons. The key language authorizes the municipal officials to 'make such abatements as they believe reasonable.'" *Sager v. Town of Bowdoinham*, 845 A.2d 567, 569 (Me. 2004); 36 M.R.S.A. § 6216.

- In 2005, the Legislature amended 36 M.R.S.A. §841(2) to provide that the municipal officers may only grant abatements of taxes "on the primary residence of" applicants. That amendment was a legislative reversal of the Law Court's holding in the 2004 case, *Hustus v. Town of Medway* 845 A.2d 563 (Me. 2004). *Hustus* had provided that a poverty abatement could be granted for an entire property even though a portion of it was dedicated to commercial use. Section 841(2) was further amended in 2017 to add a definition of "primary residence." The definition, effective as of November 1, 2017, makes clear that "primary residence" includes only those structures necessary to support a home and only such acreage necessary to satisfy any municipal minimum lot size, or in its absence the minimum lot size required by 12 M.R.S.A. § 4807-A.

IV. Applicant's Right to Submit an Application

The statute establishes an express obligation on the municipality to inform individuals indicating an inability to pay assessed taxes of their right to apply for a tax abatement, and an express obligation to assist individuals with their applications. (36 M.R.S.A. § 841(2)(A), (B)). Implied in these express obligations of the municipality is the inherent right of individuals to apply for a tax abatement for reasons of poverty or hardship. Municipalities cannot deter or prevent someone from submitting an application pursuant to this statute. Even if it is clear at the time of submission that the applicant will not be eligible for an abatement, the applicant is still entitled to a review and determination of her application by the municipal officers. Also, an individual can file for abatement as soon as the tax is committed, a municipality cannot require someone to wait until a lien is in place or is about to foreclose.

V. Determining Eligibility

The standard of eligibility identified in the statute is the inability of the applicant to "contribute to the public charges" as a result of "hardship or poverty." Despite the fact that the statute includes both "hardship" and "poverty" as eligibility criteria, the real issue is "poverty." With that said, it is important to recognize that Maine's poverty abatement scheme contains no specific formula for determining poverty, or the inability to contribute to the public charges. Municipal officers have some latitude regarding such determinations, but the test most generally used and accepted is whether a person's reasonable expenses outweigh that person's income.

Financial Analysis: A useful starting point is the U.S. DHHS (Department of Health and Human Services) Poverty Guidelines in order to determine whether the applicant meets the federal definition of poverty. However, denying an applicant simply because he or she exceeds these poverty guidelines probably would not be adequate, since this would not establish whether the applicant could in fact "contribute to the public charges" as required by the statute.

Perhaps a more helpful evaluative tool is a modified General Assistance (GA) financial analysis. Such an analysis assists in determining whether the applicant has (or had) sufficient income to meet basic necessities. A GA analysis compares an applicant's income against the applicant's (or household's) actual need and as such may provide a more accurate reading of the applicant's economic situation. By way of example, a family receiving TANF (Temporary Assistance for Needy Families) benefits may be considered over the federal poverty guidelines by virtue of their benefit amount. However, if that family had unforeseen emergency expenses (i.e., a portion of their home burned, a car needed replacement or major medical bills had to be paid), the family might qualify economically under this modified GA financial analysis. Note that certain federal assistance or benefits, such as benefits under the food stamp program (7 U.S.C. § 2011 et seq.), or the federal energy assistance program (42 U.S.C. § 8621 et seq.) may not be counted as income for poverty abatement purposes. Federal law expressly prohibits these benefits from being counted as income or resources for any purpose under state or local laws, including any laws related to taxation, welfare or public assistance (see 7 U.S.C. § 2017(b), 42 U.S.C. § 8624(f)(1)).

A GA-type analysis also will assist in determining whether the applicant failed to make use of available resources, and so may assist in determining whether the applicant has been or is otherwise able to contribute to the public charges. But, temporary poverty abatements are not GA and a strict application of the GA rules or GA maximums is therefore not appropriate.

Please refer to the MMA's *General Assistance Manual* for in-depth guidance on conducting a GA financial analysis (posted on MMA's website). Municipalities may also wish to contact MMA Legal Services [1(800) 452-8786 or DHHS 1(800) 442-6003] with specific questions.

Property: As discussed above, **36 M.R.S.A. §841(2)** now provides that poverty abatements are only available on an applicant's primary residence. However, the statute does not clarify whether the property must be used exclusively as a residence. The statute therefore gives municipal officers little guidance in a situation where an applicant maintains a home

occupation out of his or her primary residence. The municipal officers might take the position that any poverty abatement granted be proportional to the percentage of property that is used for residential purposes, or they might take the position that dual-use property is simply not eligible for a poverty abatement. Either position is potentially open to challenge since the amended Section 841(2) has not yet been considered by the courts.

In such instances a municipality may reduce the risk of having a reviewing body or court overturn a denial that results from the nonresidential nature of the property by also determining the merits of the application and seeking legal advice. There are two principal reasons for doing so. First, after performing the analysis the municipality may establish that the applicant does not qualify for the abatement on financial grounds, and not just because of the nature of the property. Second, there also is an argument that the non-residential property in question might be viewed as an available "resource." Available resources are generally viewed as items/property which could be utilized by the applicant to generate funds needed to meet basic necessities (e.g., by selling or mortgaging).

The Application: To assist municipal officers in the analysis described above, applicants should be required to complete a poverty abatement application form. A good form will elicit all the basic information about the property in question and the applicant's financial situation for the year(s) in question. All such application forms must include a statement regarding the municipality's obligation to render a written decision within 30 days of receipt of the application (see the sample Poverty Abatement Application Form linked above).

Period of Inquiry: It is important to keep in mind that when performing a poverty abatement analysis for past taxes, the applicant's current financial situation is only partially at issue—the applicant's economic situation, both at the time of the application and during the tax years for which the abatement is being requested, is central to the analysis. Also, an applicant's current GA eligibility does not automatically render him or her eligible for a poverty tax abatement for a prior tax year.

VI. The Decision-Making Process

Section **841(2)** requires that "[h]earings and proceedings held pursuant to [§841(2)] shall be in executive session." Therefore, a board or council should make a motion at a public meeting "to enter into executive session to deliberate over an abatement pursuant to 36 M.R.S.A. § 841 (2)." The motion must be approved by a 3/5 vote and must be recorded. Any deliberation regarding the application should occur in executive session. The municipal officers may invite other municipal officials to attend, provided their attendance is necessary, i.e., they are involved in the case and will provide information. The applicant must be allowed to attend the executive session, to satisfy due process requirements. A notice (see sample linked above) informing of the hearing should be sent to the applicant/appellant. If the applicant is present, he or she should not interfere with the deliberations but should be allowed to present a summary of his or her application and respond to questions. The board or council cannot make a decision in executive session; the purpose of the executive session is for deliberation only.

After coming out of executive session, the board or council should make a motion such as "I move to grant an abatement of the amount of \$ _____ pursuant to Title 36 M.R.S.A. § 841(2)." It may be helpful to assign a case number to each application and refer to that case number when making a motion. The municipal officers' ultimate decision is a matter of public record, but since poverty abatements are confidential, the recipient's name is not included in the public record (as opposed to a record of abatement of an over-assessment, which is a public record).

Regardless of the outcome, the board must issue a written decision to grant the abatement, deny the abatement or partially grant the abatement within 30 days of application.

The municipal officers must include in their written notice the specific reason for the denials made. See **36 M.R.S.A. § 841(2)(G), 1 M.R.S.A. § 407(1)**. As part of the written decision must include the specific "findings of fact" gleaned from the information in the application and the applicant, and "conclusions of law" linking those facts to the standards for approval outlined in the statute. The practical purpose of such a record is to provide a clear statement of the facts presented and the reasoning behind the decision for appeal to Superior Court, should one be pursued. The written decision must include the specific reasons for the decision and must inform the applicant of his or her appeal rights and of the procedure for requesting an appeal (see sample notice of decision linked above, as well as Chapter 2 of MMA's *Planning Board Manual* for a detailed discussion of findings and conclusions).

VII. Appeal

Applicants whose abatement requests are refused may appeal the decision within 60 days to one of two bodies, depending on the municipality. 36 M.R.S.A. §§ 843,844:

- Board of Assessment Review, in municipalities that have created this board, or
- County Commissioners, in municipalities which have not adopted a Board of Assessment Review.

Decisions of either body may be appealed to the Maine Superior Court.

VIII. Confidentiality

Section 841 requires that "all applications, information submitted in support of the application, files and communications relating to an application for abatement and the determination on the application for abatement shall be [kept] confidential." For more information on this subject refer to the Information Packet "General Assistance Confidentiality and Disclosure of Information" and also the General Assistance Manual.

IX. Poverty Abatements & General Assistance

General Assistance is another option for individuals seeking assistance with property taxes, as long as certain conditions are met. According to MMA's model ordinance (for those municipalities that have adopted it) those conditions are:

- a) The property tax in question is for the applicant's place of residence;
- b) There is a tax lien on the property which is due to mature within 60 days of the date of application;
- c) As a matter of municipal policy or practice, or on the basis of information obtained from the applicant's mortgagee, if any, it is reasonably certain that a tax lien foreclosure will result in subsequent eviction from the residential property; and
- d) The applicant, with sufficient notice, applies for property tax relief through other programs, when available.

There are a few differences between the General Assistance and poverty abatement processes. First, General Assistance for property taxes is only available in the event of an imminent eviction, whereas the poverty abatement procedure is available as early as the date the taxes are committed. Second, GA expenditures by the municipality are reimbursed by the state, whereas the burden of the revenue loss for poverty abatements is placed on the taxpayers. Although these differences may provide incentive for the municipality to favor assistance with property taxes through GA rather than poverty abatement, it is essential that the municipality inform the individual seeking assistance of both options. It is then the applicant's choice whether to pursue one program over the other. Whichever process the applicant chooses, the application should be processed by the municipality in good faith – it is not reasonable for a municipality to deny a poverty abatement application because assistance through GA is an option.

X. Other Tax Relief

Regardless of whether an applicant qualifies for a poverty abatement, municipal officials can provide residents with information regarding other types of property tax relief programs. There are several available programs that, either in lieu of the poverty abatement process or in tandem with it, may offer relief to a taxpayer. These other programs include:

- Homestead Exemption (depending upon income, a portion of the value of a homestead is exempt from taxation; application form must be filed with the municipal assessor)
- Exemptions for widows or children of wartime veterans (see 36 M.R.S.A. § 653)
- Exemptions for veterans (see 36 M.R.S.A. § 653)
- Exemptions for the legally blind (see 36 M.R.S.A. § 654)
- Maine Property Tax Fairness Credit (36 M.R.S.A. § 1219-F) that can be claimed on the Maine Individual Income Tax Form 1040ME. (See the discussion on Maine Revenue Services' website: <http://www.maine.gov/revenue/taxrelief/tnr.htm> for more information; contact Maine Revenue Services at 207-326-8475. This replaces the former "Disabled Veteran" tax relief program (36 M.R.S.A. § 801) as per:

Note: Given the existence of these tax relief programs, it is not unreasonable for a municipality to advise a poverty abatement applicant to apply for potential tax relief from any or all of the above resources prior to applying for prospective abatements. This instruction should be indicated in the written decision. However, it would be inappropriate to impose such a requirement on an individual who had not been given an earlier instruction and/or when time exigencies (i.e., application deadlines) make it impossible to obtain relief.

General Assistance Resources from MMA's Resource Center

Expense Summary Report

Fund: 1
ALL Months

Account	Budget Net	YTD Net	Unexpended Balance	Percent Spent
100 - General Admin	236,240.00	131,663.38	104,576.62	55.73
01 - Salaries	162,684.00	83,403.41	79,280.59	51.27
01 - Selectmen	7,162.00	3,581.10	3,580.90	50.00
05 - Town Manager	50,500.00	25,221.60	25,278.40	49.94
10 - Bookkeeper	480.00	0.00	480.00	0.00
15 - Treasurer	3,000.00	1,500.00	1,500.00	50.00
20 - Tax Collector	23,138.00	11,769.40	11,368.60	50.87
25 - Town Clerk	24,008.00	12,660.78	11,347.22	52.74
35 - Meeting Clerk	616.00	0.00	616.00	0.00
70 - Med/Fica	8,331.00	4,187.06	4,143.94	50.26
75 - Health Insurance	39,576.00	22,955.94	16,620.06	58.00
80 - Retirement	4,913.00	1,229.98	3,683.02	25.04
81 - Income Protection plan	960.00	297.55	662.45	30.99
02 - Operating Expense	25,100.00	20,300.35	4,799.65	80.88
01 - Office Expense	4,000.00	2,922.54	1,077.46	73.06
05 - Travel expenses	1,600.00	723.77	876.23	45.24
10 - Training Expense	1,000.00	1,273.75	-273.75	127.38
20 - MMA Dues	2,500.00	0.00	2,500.00	0.00
25 - Computer Repairs	500.00	42.19	457.81	8.44
30 - Computer Software	10,000.00	12,484.22	-2,484.22	124.84
35 - Website	500.00	550.00	-50.00	110.00
40 - Town Report	1,000.00	0.00	1,000.00	0.00
50 - Tax Administration	4,000.00	2,303.88	1,696.12	57.60
03 - Contractual	45,956.00	26,692.84	19,263.16	58.08
01 - Legal Services	12,000.00	6,497.90	5,502.10	54.15
05 - Audit Services	5,300.00	540.00	4,760.00	10.19
15 - Insurance	18,000.00	17,969.00	31.00	99.83
20 - Rent	6,656.00	0.00	6,656.00	0.00
25 - Copier lease	4,000.00	1,685.94	2,314.06	42.15
05 - Utilities	2,500.00	1,266.78	1,233.22	50.67
01 - Telephone	2,500.00	1,266.78	1,233.22	50.67
101 - Debt Service	251,806.00	251,664.53	141.47	99.94
15 - Debt Service	251,806.00	251,664.53	141.47	99.94
05 - North Wayne Road	34,789.00	34,775.83	13.17	99.96
10 - Kings Highway	63,943.00	63,931.20	11.80	99.98
15 - Old Winthrop Road	62,652.00	62,652.00	0.00	100.00
20 - Mount Pisgah Road	51,003.00	50,948.00	55.00	99.89
25 - Lovejoy Pond Road	39,419.00	39,357.50	61.50	99.84
102 - Elections & Hearings	1,577.00	788.74	788.26	50.02
01 - Salaries	1,077.00	656.84	420.16	60.99
41 - Elections clerk	1,000.00	643.92	356.08	64.39
70 - Med/Fica	77.00	12.92	64.08	16.78
02 - Operating Expense	500.00	131.90	368.10	26.38
01 - Office Expense	500.00	131.90	368.10	26.38
103 - General Assistance	1,500.00	1,417.31	82.69	94.49
10 - Social Services/Community Serv	1,500.00	1,417.31	82.69	94.49
85 - General Assistance	1,500.00	1,417.31	82.69	94.49
104 - Fire Department	56,148.00	17,614.41	38,533.59	31.37

Expense Summary Report

Fund: 1
ALL Months

Account	Budget Net	YTD Net	Unexpended Balance	Percent Spent
104 - Fire Department CONT'D				
01 - Salaries	16,148.00	7,349.53	8,798.47	45.51
50 - Chief Officers stipends	6,000.00	3,000.00	3,000.00	50.00
52 - Firefighter stipends	9,000.00	3,827.25	5,172.75	42.53
70 - Med/Fica	1,148.00	522.28	625.72	45.49
02 - Operating Expense	40,000.00	10,264.88	29,735.12	25.66
60 - Fire Operations	22,000.00	8,073.79	13,926.21	36.70
61 - Fire Communications	4,000.00	1,123.31	2,876.69	28.08
62 - Fire Equipment	14,000.00	1,067.78	12,932.22	7.63
105 - Assessing	24,250.00	9,424.98	14,825.02	38.87
02 - Operating Expense	2,800.00	1,800.00	1,000.00	64.29
75 - GIS Maps	2,800.00	1,800.00	1,000.00	64.29
03 - Contractual	21,450.00	7,624.98	13,825.02	35.55
30 - Assessing/Mapping	15,250.00	7,624.98	7,625.02	50.00
35 - Quarterly review	6,200.00	0.00	6,200.00	0.00
106 - Animal Control	5,130.00	2,560.01	2,569.99	49.90
01 - Salaries	3,230.00	1,614.75	1,615.25	49.99
55 - Animal control officer	3,000.00	1,500.00	1,500.00	50.00
70 - Med/Fica	230.00	114.75	115.25	49.89
10 - Social Services/Community Serv	1,900.00	945.26	954.74	49.75
90 - Humane Society	1,900.00	945.26	954.74	49.75
107 - Code Enforcement	17,582.00	9,293.13	8,288.87	52.86
01 - Salaries	13,995.00	6,432.13	7,562.87	45.96
56 - Code Enforcement Officer	13,000.00	5,913.18	7,086.82	45.49
70 - Med/Fica	995.00	518.95	476.05	52.16
02 - Operating Expense	2,587.00	2,583.00	4.00	99.85
21 - KVCOG Dues	2,587.00	2,583.00	4.00	99.85
65 - Unclassified	1,000.00	278.00	722.00	27.80
30 - Ordinance & Mapping	1,000.00	278.00	722.00	27.80
108 - Public Safety	34,661.00	19,813.93	14,847.07	57.16
03 - Contractual	27,661.00	16,818.23	10,842.77	60.80
40 - Ambulance	11,573.00	5,826.10	5,746.90	50.34
45 - Sheriff Dept	4,000.00	3,640.00	360.00	91.00
50 - PSAP Dispatching	12,088.00	7,352.13	4,735.87	60.82
05 - Utilities	7,000.00	2,995.70	4,004.30	42.80
20 - Street lights	7,000.00	2,995.70	4,004.30	42.80
109 - Roads	301,000.00	175,330.07	125,669.93	58.25
03 - Contractual	173,150.00	84,411.30	88,738.70	48.75
55 - Parking Lot Plowing	3,827.00	1,350.00	2,477.00	35.28
60 - Road Plowing	166,123.00	83,061.30	83,061.70	50.00
75 - Roadside mowing	3,200.00	0.00	3,200.00	0.00
05 - Utilities	600.00	169.52	430.48	28.25
05 - Electricity	600.00	169.52	430.48	28.25
25 - Roads	127,250.00	90,749.25	36,500.75	71.32
01 - Roads Administration	2,000.00	776.42	1,223.58	38.82
05 - Brush/Tree removal	10,000.00	5,987.50	4,012.50	59.88

Expense Summary Report

Fund: 1
ALL Months

Account	Budget Net	YTD Net	Unexpended Balance	Percent Spent
109 - Roads CONT'D				
10 - Calcium chloride	6,000.00	5,698.75	301.25	94.98
15 - Sweeping	4,000.00	4,023.90	-23.90	100.60
20 - Patching	4,000.00	3,959.25	40.75	98.98
30 - Signs	2,000.00	2,005.00	-5.00	100.25
35 - Painting	1,000.00	0.00	1,000.00	0.00
40 - Culverts	8,000.00	12,855.00	-4,855.00	160.69
45 - Gravel	26,000.00	13,597.90	12,402.10	52.30
46 - Winter salt	16,500.00	7,211.28	9,288.72	43.70
55 - Crack sealing	4,750.00	15,000.00	-10,250.00	315.79
70 - Grading	8,000.00	8,383.00	-383.00	104.79
75 - Ditching	35,000.00	11,251.25	23,748.75	32.15
110 - Transfer Station	87,991.00	49,181.17	38,809.83	55.89
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	86,491.00	49,181.17	37,309.83	56.86
65 - Transfer Station Operations	80,084.00	46,242.30	33,841.70	57.74
66 - Transfer Station CIP	6,407.00	2,938.87	3,468.13	45.87
111 - Outside Agencies	27,053.00	26,177.50	875.50	96.76
10 - Social Services/Community Serv	27,053.00	26,177.50	875.50	96.76
01 - Library	6,000.00	6,000.00	0.00	100.00
10 - Archival board	500.00	0.00	500.00	0.00
15 - Messenger	3,000.00	3,000.00	0.00	100.00
20 - Cemetery Association	3,500.00	3,500.00	0.00	100.00
25 - Rural Community Action	3,700.00	3,700.00	0.00	100.00
30 - Senior Spectrum	1,004.00	1,004.00	0.00	100.00
35 - Hospice	1,000.00	1,000.00	0.00	100.00
40 - Family Violence	1,000.00	1,000.00	0.00	100.00
45 - Maine Public Broadcasting	100.00	100.00	0.00	100.00
50 - Kennebec Valley Behavioral Hea	1,600.00	1,600.00	0.00	100.00
55 - Children Center	595.00	595.00	0.00	100.00
60 - Red Cross	1,200.00	1,200.00	0.00	100.00
65 - Sexual Assault Crisis Support	417.00	416.50	0.50	99.88
66 - Crisis & Counseling Center	1,562.00	1,562.00	0.00	100.00
76 - Aging-at-Home	375.00	0.00	375.00	0.00
94 - Winthrop Food Pantry	1,500.00	1,500.00	0.00	100.00
112 - Recreation	23,261.00	14,518.50	8,742.50	62.42
01 - Salaries	2,153.00	1,076.50	1,076.50	50.00
67 - Recreation Coordinator	2,000.00	1,000.00	1,000.00	50.00
70 - Med/Fica	153.00	76.50	76.50	50.00
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	6,958.00	3,892.00	3,066.00	55.94
70 - Mowing	2,574.00	1,440.00	1,134.00	55.94
71 - Ladd Mowing	4,384.00	2,452.00	1,932.00	55.93
10 - Social Services/Community Serv	9,850.00	9,550.00	300.00	96.95
91 - Kennebec Land Trust	250.00	1,550.00	-1,300.00	620.00
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	2,500.00	0.00	100.00

Expense Summary Report

Fund: 1
ALL Months

Account	Budget Net	YTD Net	Unexpended Balance	Percent Spent
112 - Recreation CONT'D				
98 - Andro Yacht club	500.00	500.00	0.00	100.00
99 - 30 Mile Watshed	5,000.00	5,000.00	0.00	100.00
113 - Land and Buildings	3,058.00	1,613.23	1,444.77	52.75
02 - Operating Expense	1,984.00	1,012.71	971.29	51.04
15 - Maintenance and Repairs	1,000.00	569.16	430.84	56.92
95 - NW Schoolhouse	144.00	79.61	64.39	55.28
96 - NW Building	480.00	271.52	208.48	56.57
97 - Town House	192.00	76.46	115.54	39.82
98 - Footbridge	168.00	15.96	152.04	9.50
03 - Contractual	1,074.00	600.52	473.48	55.91
72 - Historic Property Mowing	1,074.00	600.52	473.48	55.91
114 - Capital Reserves transfers	109,000.00	0.00	109,000.00	0.00
52 - Capital Reserve Funds	109,000.00	0.00	109,000.00	0.00
05 - Fire Truck	30,000.00	0.00	30,000.00	0.00
43 - Ladd Recreation Ctr. Imp.	11,000.00	0.00	11,000.00	0.00
45 - Land and Buildings	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
70 - Village Improvement Projects	1,000.00	0.00	1,000.00	0.00
75 - Technology Replacement Plan	2,000.00	0.00	2,000.00	0.00
76 - Broadband Expansion	5,000.00	0.00	5,000.00	0.00
115 - School RSU #38	2,218,997.00	1,109,498.48	1,109,498.52	50.00
60 - Intergovernment	2,218,997.00	1,109,498.48	1,109,498.52	50.00
15 - RSU #38	2,218,997.00	1,109,498.48	1,109,498.52	50.00
116 - County Tax	198,029.00	198,029.00	0.00	100.00
60 - Intergovernment	198,029.00	198,029.00	0.00	100.00
20 - Kennebec County Tax	198,029.00	198,029.00	0.00	100.00
117 - Cobbossee Watershed District	2,612.00	1,741.34	870.66	66.67
60 - Intergovernment	2,612.00	1,741.34	870.66	66.67
25 - Cobbossee Watershed District	2,612.00	1,741.34	870.66	66.67
118 - Overlay	10,695.00	3,121.83	7,573.17	29.19
60 - Intergovernment	10,695.00	3,121.83	7,573.17	29.19
30 - Overlay	10,695.00	3,121.83	7,573.17	29.19
120 - Selectboard Contingency	4,000.00	643.42	3,356.58	16.09
65 - Unclassified	4,000.00	643.42	3,356.58	16.09
01 - Contigent	4,000.00	643.42	3,356.58	16.09
Final Totals	3,614,590.00	2,024,094.96	1,590,495.04	56.00

Revenue Summary Report

Fund: 1
ALL

Account	Budget Net	YTD Net	Uncollected Balance	Percent Collected
100 - General Admin	396,868.00	3,284,983.64	-2,888,115.64	827.73
01 - Banking Interest	4,000.00	2,143.75	1,856.25	53.59
03 - Lien costs	3,000.00	2,516.18	483.82	83.87
04 - Interest on taxes	9,300.00	2,030.67	7,269.33	21.84
05 - MV Agent fees	5,000.00	2,272.00	2,728.00	45.44
06 - IFW Agent fees	500.00	222.00	278.00	44.40
07 - Motor Vehicle excise	266,000.00	148,964.09	117,035.91	56.00
08 - Boat Excise	2,000.00	1,077.65	922.35	53.88
09 - Vitals	800.00	317.00	483.00	39.63
10 - Cash Short/ Over	0.00	-20.80	20.80	----
13 - Cable TV Franchise	3,300.00	0.00	3,300.00	0.00
14 - Misc revenue	5,000.00	7,488.83	-2,488.83	149.78
15 - Surplus	50,000.00	0.00	50,000.00	0.00
20 - Insurance Dividends/Reimburse	0.00	242.00	-242.00	----
21 - State revenue sharing	46,968.00	25,300.00	21,668.00	53.87
25 - Tax Commitment	0.00	3,090,825.35	-3,090,825.35	----
26 - Supplemental Taxes	1,000.00	1,404.92	-404.92	140.49
27 - Payment in Lieu of Taxes	0.00	200.00	-200.00	----
103 - General Assistance	750.00	0.00	750.00	0.00
01 - GA Reimbursement	750.00	0.00	750.00	0.00
104 - Fire Department	75.00	0.00	75.00	0.00
01 - Burning Permit	75.00	0.00	75.00	0.00
105 - Assessing	85,752.00	72,745.59	13,006.41	84.83
01 - Tree Growth	3,700.00	3,690.59	9.41	99.75
02 - Homestead Exemption	71,587.00	67,695.00	3,892.00	94.56
03 - Veteran reimbursement	1,300.00	1,360.00	-60.00	104.62
04 - BETE Reimbursement	9,165.00	0.00	9,165.00	0.00
106 - Animal Control	850.00	340.00	510.00	40.00
01 - Dog fees	750.00	340.00	410.00	45.33
02 - Dog late fees	100.00	0.00	100.00	0.00
107 - Code Enforcement	2,355.00	663.70	1,691.30	28.18
01 - Building Permit	350.00	659.70	-309.70	188.49
02 - Yard Sale Permit	5.00	4.00	1.00	80.00
03 - Plumbing Permit	2,000.00	0.00	2,000.00	0.00
109 - Roads	30,708.00	30,924.00	-216.00	100.70
01 - Local Road Assist Program	30,708.00	30,924.00	-216.00	100.70
110 - Transfer Station	6,407.00	0.00	6,407.00	0.00
15 - Transfer from Cap. Reserve Fnd	6,407.00	0.00	6,407.00	0.00
Final Totals	523,765.00	3,389,656.93	-2,865,891.93	647.17

Town News – January 2019

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

In observation of **New Years' Day, Monday January 1st, 2019**, the Town Office and Transfer Station will be closed.

This month the **Planning Board** will be meeting on **Wednesday January 2, 2019**, at **7:00 PM** at the **Wayne Town Office**.

RSU#38 Maranacook School Board will be holding a **Special Referendum Election "Facilities Bond"** on **Tuesday January 8, 2018** from **8:00 A.M. to 8:00 P.M.** at Ladd Recreation Center. For more information, go to: <http://www.maranacook.org/bond-referendum/>

This month the **Selectboard** will be meeting on **January 8** and **January 22** at **6:30 PM** at the **Wayne Town Office**.

In observation of **Martin Luther King Jr. Day, Monday January 21, 2019**, the Town Office will be closed.

The Town's **Assessor Agent** Robert Duplisea from RJD Appraisal will be available by appointment on **Monday January 28, 2019** to answer any questions you might have about your assessment or tax bill. Please contact, the Town Office to schedule an appointment.

Please don't forget to register your dog, you will be assessed a \$25.00 late charge by **January 31, 2019**. Dog tags are available at the Town Office., if you 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."

Your second installment of property taxes is **due by Thursday January 31, 2019**. Interest will begin to accrue on February 1, 2019 at 7% per annum.

Wayne Town Manager

From: weeklylegislative-report-request@lists.legislature.maine.gov on behalf of do_not_reply@legislature.maine.gov
Sent: Friday, January 04, 2019 3:35 PM
To: weeklylegislative-report@lists.legislature.maine.gov
Subject: [Weekly Legislative Report Number] 1-January 4, 2019.docx

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Weekly
LEGISLATIVE REPORT

From Robert B. Hunt, Clerk of the House - State House, Augusta, Maine

Volume XLV

Friday, January 4, 2019

No. 1

129th LEGISLATURE
FIRST REGULAR SESSION

BILLS PRINTED AS OF FRIDAY, JANUARY 4, 2019

L.D. 1, S.P. 10

An Act To Protect Health Care Coverage for Maine Families. (EMERGENCY) (Presented by President JACKSON of Aroostook)

L.D. 2, S.P. 11

An Act To Increase from \$25,000 to \$50,000 the Minimum Amount Motor Vehicle Liability Insurance Policies Must Cover for Damage to Property. (Presented by Senator FOLEY of York)

L.D. 3, H.P. 4

An Act To Enhance and Increase the Availability of Mental Health Providers in Maine. (EMERGENCY) (Presented by Representative HANDY of Lewiston)

L.D. 4, H.P. 5

An Act To Encourage Applied Shellfish Research. (Presented by Representative ALLEY of Beals)

L.D. 5, H.P. 6

An Act To Require Notification of Proposed Rate Increases for Long-term Care Policies. (Presented by Representative TEPLER of Topsham)

L.D. 6, H.P. 7

An Act To Amend the Laws Governing the Home Accessibility Tax Credit. (Presented by Representative TEPLER of Topsham)

L.D. 7, H.P. 8

Resolve, To Name a Bridge in the Town of Lincoln and the Town of Chester the Master Sergeant Gary Gordon Bridge. (Presented by Representative HANINGTON of Lincoln)

L.D. 8, H.P. 9

An Act To Allow and Recognize a Legal Name Change upon Marriage. (Presented by Representative BAILEY of Saco)

L.D. 9, H.P. 10

An Act To Increase Juror Compensation. (Presented by Representative BAILEY of Saco)

L.D. 10, H.P. 11

An Act To Provide That Inspections of New Motor Vehicles Are Valid for 2 Years. (Presented by Representative CEBRA of Naples)

L.D. 11, H.P. 12

An Act Regarding the Acceptance of Maine Clean Election Act Campaign Contributions on State Websites. (Presented by Representative CEBRA of Naples)

L.D. 12, H.P. 13

An Act To Authorize a General Fund Bond Issue for the Design and Construction of a New Fish Hatchery and To Improve Hatchery Infrastructure. (Presented by Representative DEVIN of Newcastle)

L.D. 13, H.P. 14

An Act To Allow Microgrids That Are in the Public Interest. (Presented by Representative DEVIN of Newcastle)

L.D. 14, H.P. 15

An Act To Improve Science and Engineering Education for Maine's Students. (Presented by Representative DEVIN of Newcastle)

L.D. 15, H.P. 16

An Act To Provide for Municipalities To Allow Grocery Stores up to 10,000 Square Feet To Open on Thanksgiving, Easter and Christmas. (EMERGENCY) (Presented by Representative KINNEY of Knox)

L.D. 16, H.P. 17

An Act To Authorize a General Fund Bond Issue To Invest in Infrastructure To Address Sea Level Rise. (Presented by Representative BRENNAN of Portland)

L.D. 17, H.P. 18

Resolve, Designating a Portion of Route 1 in Downeast Maine the Hannah and Rebecca Weston Trail. (Presented by Representative TUELL of East Machias)

L.D. 18, H.P. 19

An Act To Ensure Proper Prosecution of Crimes Involving Domestic Violence and Enhance Protection of Victims of Domestic Violence. (EMERGENCY) (Presented by Representative RECKITT of South Portland)

L.D. 19, H.P. 20

An Act To Require Public School Buses To Be Equipped with School Bus Crossing Arms. (Presented by Representative McCREIGHT of Harpswell)

L.D. 20, H.P. 21

An Act To Provide Coverage for Abortion Services for MaineCare Members. (Presented by Representative RECKITT of South Portland)

L.D. 21, H.P. 22

An Act To Prohibit the Use of Electroconvulsive Therapy for Certain Populations. (Presented by Representative RECKITT of South Portland)

L.D. 22, H.P. 23

An Act To Exempt from Taxation Sales to Small Nonprofit Organizations. (Presented by Representative CRAVEN of Lewiston)

L.D. 23, H.P. 24

Resolve, Regarding Legislative Review of Portions of Chapter 3: Maine Clean Election Act and Related Provisions, a Major Substantive Rule of the Commission on Governmental Ethics and Election Practices. (EMERGENCY) (Submitted by the Commission on Governmental Ethics and Election Practices pursuant to the Maine Revised Statutes, Title 5, section 8072.)

L.D. 24, H.P. 25

Resolve, Regarding Legislative Review of Chapter 26: Producer Margins, a Major Substantive Rule of the Maine Milk Commission. (EMERGENCY) (Submitted by the Maine Milk Commission pursuant to the Maine Revised Statutes, Title 5, section 8072.)

L.D. 25, H.P. 26

An Act To Implement the Recommendations of the Government Oversight Committee Regarding Bureau of Alcoholic Beverages and Lottery Operations Reporting Requirements. (Submitted by the Government Oversight Committee pursuant to the Maine Revised Statutes, Title 3, section 997, subsection 2.)

(Copies of the Bills may be obtained from the Document Room, First Floor, State House, Augusta, Maine 04333-0002 - Ph: 207-287-1408. Bill text, bill status and roll call information are available on the Internet at <http://legislature.maine.gov/LawMakerWeb/search.asp>. The Weekly Legislative Report is also available on the Internet at the House home page at <http://legislature.maine.gov/house/house/> under the "Documents" tab.)

Robert B. Hunt
Clerk of the House