

Town of Wayne Selectboard

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

Special Meeting Agenda

Date: Tuesday, April 7, 2020

Time: 6:30 PM.

Place: "Remote Participation Only"

Join Zoom Meeting

<https://us04web.zoom.us/j/579096529?pwd=RnZYdDdDRVhhUTFkL0pKVVVsQVptZz09>

Meeting ID: 579 096 529

Password: 003561

Selectboard Members Present / Quorum.

Call Meeting to Order.

We encourage everyone in attendance to read the Selectboard Bylaws.

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

All participants must be recognized by the Chairperson before speaking.

Pledge of Allegiance.

Conflict of Interest.

Minutes.

- a. **Consider approving the Selectboard meeting minutes for March 31, 2020.**

Manager Recommendation: Move the Board to approve the Selectboard meeting minutes for March 31, 2020.

Warrants. None.

Old Business.

- a. **Consider awarding 2020 Spirit of America Foundation Award.**

Manager Recommendation: Move the Board to award the 2020 Spirit of America Foundation Award to _____.

- b. **Consider dedicating 2019 Annual Town Report.**

Manager Recommendation: Move the Board to dedicate the 2019 Annual Town Report to _____.

New Business.

- c. **Webmail Presentation by Stan Davis.**

- d. **Machias Savings Bank Rapid Response Grant.**

- e. **Ladd Special Fund Policy.**

- f. **Consider issuing a Municipal Overlimit Permit for Construction Equipment Loads in Excess of Legal Limits on Municipal Ways to MEDOT Contractor.**

Manager Recommendation: Move the Board to issuing a Municipal Overlimit Permit for Construction Equipment Loads in Excess of Legal Limits on Municipal Ways to MEDOT Contractor.

- g. **Executive Session: Personnel: Town Manager Contract Renewal**

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

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

- h. **Manager Recommendation: Any motion as a result of executive session.**

Selectboard Goals. None.

Supplements and Abatements. None.

Town Manager Report.

- RJD Appraisal Services.

- Wayne Cane.
- Selectboard Tablets.
- Notify Wayne/ Code Red
- MMA memo on Coronavirus.

Board Member

Public Comments.

Adjourn.

The next regularly scheduled for **Tuesday April 21, 2020**, by Remote Participation Only.

**Town of Wayne, Maine
Select Board Meeting Minutes
Tuesday March 31, 2020
Wayne Elementary School**

Call Meeting to Order/ Selectmen Present

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

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

Audience: None.

By Remote Participation Only due to COVID-19 Pandemic

Meeting Minutes:

- a. The Board approved the Selectboard meeting minutes for March 27, 2020. (Black/Davis) (5/0).

Warrants

- a. The Board approved Payroll Warrant #48 in the amount of \$155.02. (Black/Davis) (5/0).
- b. The Board approved Payroll Warrant #49 in the amount of \$6,732.79. (Black/Ireland) (5/0).
- c. The Board approved Accounts Payable Warrant #50 in the amount of \$247,922.63. (Black/Emery) (5/0).

New Business:

- a. The Board amended Local Emergency Order. (Davis/Black) (5/0).
- b. The Board approved Notice of Postponement of Secret Ballot and/or Referendum Election due to COVID-19 Pandemic to an unknown later date. (Davis/Ireland) (5/0).
- c. Discussion Guidance Document to Seasonal Residents.
- d. Discussion Anticipated Budget Shortfall.

Old Business: No Discussion.

Selectboard Goals: No discussion.

Supplements and Abatements: None

Town Manager Report:

- a. Coronavirus Resources.

Board Member Reports:

Selectboard Meeting Minutes – March 31, 2020

- a. Don Welsh thanked the Town Manager for the many extra hours of work done during this Coronavirus crisis.

Public Comments: None.

Motion to Adjourn at 7:40 PM. (Black/Emery) (5/0)

The next Select Board Meeting is scheduled for Tuesday, April 7, 2020 at 6:30 p.m. by Remote Participation.

Recorded by:
Cathy Cook, Town Clerk

Select Board Members

Don Welsh

Trent Emery

Amy Black

Stan Davis

Lloyd Irland

Spirit of America Foundation – Honoring Volunteerism

Home

Spirit of America Foundation is a 501(c)(3) public charity established in Augusta, ME in 1990 to honor volunteerism.

The Spirit of America Foundation Tribute is presented in the name of Maine municipalities – and starting in 2020, the Spirit of America Foundation Education Tribute is presented in the name of Maine school districts – to local individuals, organizations and projects for commendable community service.

Since Alma Jones received the first Spirit of America award from Augusta Mayor William Burney on Nov. 26, 1991, the tribute has been presented at 500+ ceremonies!

Spirit of America Foundation gives special thanks to these corporate sponsors: Ballstown Fire Arms, Capitol Chapter MSEA, Gardiner Federal Credit Union, Kennebec Savings Bank, Maine State Credit Union, Sprague & Curtis Real Estate, and Financial Services Agent Shirley Ezzy.

The Beginning

When Maine Governor John McKernan stated, "... I will create within the Executive Department a program to promote volunteerism in Maine" during his January 8, 1987 inauguration speech, Bruce Flaherty immediately thought about the possibility of a new 'Governor's Award for Volunteerism'! Since he has known John McKernan ever since the two were introduced as freshmen classmates at Dartmouth College, Flaherty wrote to Maine's new chief executive suggesting the establishment of a town volunteer recognition program culminating with the presentation of the new award at a state-wide event. Governor McKernan wrote back to Bruce on January 22, 1987, "Your thoughts about fostering greater volunteerism were great! As you know, I am very interested in this area and I have asked my staff to review your ideas and incorporate them into our program."

Although two separate suits brought against Governor John Sununu and the State of New Hampshire in conjunction with that state's volunteer recognition program discouraged the McKernan administration from adopting the ideas, Bruce continued to consider the possibility of a 'universal' volunteer recognition award. Over time it became apparent that a foundation should be established to oversee the presentation of the tribute. The name for that organization 'fell out of the air' when Bruce happened to be reading an article in the Monday, July 2, 1990 issue of the Boston Globe that began, "More than a decade after President Jimmy Carter warned of a crisis in the spirit of America". The phrase 'spirit of America' had a special 'ring' to it! 'Spirit of America Foundation' - a great name!

After an Augusta Kiwanis meeting in Oct., 1990, Bruce met with Fred Hayward, Roger Pomerleau, and Don Taverner to sow the seeds for Spirit of America Foundation. Realizing that three volunteers of the caliber of Roger, Don, and Fred were interested in the proposed foundation's principles, Bruce sensed something 'big' was evolving! Working as a team, the four developed tentative criteria for a 'Spirit of America' award and strengthened the organization in the months ahead.

The first Spirit of America Foundation tribute was presented to Alma Jones by Augusta Mayor William Burney on November 26, 1991! On June 7, 1992 Theresa Weber became the first youth to receive a Spirit of America tribute and 'Merry Christmas' (performed by China's Boynton Webber Post 179 and Auxiliary) became the first project to be recognized with that honor!

Spirit of America Foundation became incorporated with the State of Maine as of Oct. 16, 1990, applied for recognition as a 501(c)(3) public charity status from Internal Revenue Service, and got a letter dated December 13, 1995 from IRS granting the status (still in effect). The Foundation's mailing address is PO Box 5637, Augusta ME 04332.

Every year the Spirit of America Foundation Tribute is presented in the name of 100+ Maine municipalities. In many, Boards of Selectmen choose their town's tribute recipient and honor them at the annual town meeting. Radio personalities Don Brown and Ryan Cote and national trainer Wayne Mitchell have spoken at many Spirit of America events – five times Maine's Governor has attended the annual event recognizing the past year's Spirit of America honorees of all Maine towns!

Website: <https://spiroaft.com/gems/> (last updated: Jan. 13, 2020)

**Town of Wayne
Spirit of America Foundation**

Wayne

Year Awardee

2010 – Wayne Playground Committee

2011 – Jean Dorson

2012 – Wayne Town House Committee

2013 – Peter & Eloise Ault

2014 – Ray Giglio, Bob Stephenson

2015 – Gloria & Lincoln Ladd

2016 – Jane Andrews, Comprehensive Plan Committee, Holly Stevenson

2017 – Robert McKee

2018 – Stephanie Haines, Gary Kenny, Open Space Committee

2019 – Aging at Home Committee

2020 -

| Year | Dedicated to |
|-------------|---|
| 2019 | |
| 2018 | Wayne Fire Department |
| 2017 | Andrew Knight Jr., Elinor Ault, Edwin Baker, Nancy Mullen |
| 2016 | Heather Black, Thelma Boynton, Stefan Pakulski, Ronald Merrifield |
| 2015 | Thomas Lane |
| 2014 | Elois Ault, Jack Mahoney, and Ray Giglio |
| 2013 | Margaret Knight; Bea Horne; Betty Bennett; Neala Jennings |
| 2012 | Edward Kallop |
| 2011 | Christopher Stevenson |
| 2010 | Priscilla Stevenson |
| 2009 | Peter Ault |
| 2008 | Marguerite "Mike" Holbrook & North Wayne School Preservation Committee |
| 2007 | Peter Burbank |
| 2006 | Lila Gale Lincoln |
| 2005 | Sally Towns |
| 2004 | WWII Veterans |
| 2003 | Peter & Lois Ault |
| 2002 | Byron & Keith Bennett |
| 2001 | Jean Dorson |
| 2000 | Wayne's Most Senior Citizens: Klaus Backmeyer, Anna Eggers, Marion Davenport, Herbert Farnham, Dorothy Reeh, Marguerite Holbrook |
| 1999 | Nelson Manter |
| 1998 | Clarence Manter |
| 1997 | Ted Goucher |
| 1996 | Maggie & Joe Tripp |
| 1995 | Warren H. Davenport |
| 1994 | Laura T. Walton |
| 1993 | not dedicated |
| 1992 | Donald L. Gatti |
| 1991 | Bob & Grace Burleigh |
| 1990 | "Maine Street 90" Steering Committee: Ed Kallop, Priscilla Stevenson, Elizabeth Reiter, Don Gatti, Patty Lincoln, Laurel Criss, Holly Stevenson |
| 1989 | Robert D. Ault |
| 1988 | Nancy Mullen |
| 1987 | Andrew Knight Jr. & The Wayne Volunteer Fire Department |
| 1986 | George E. Ladd Jr. |
| 1985 | Ruth Ault |



Death Annual Report

Maine
Department of Health and Human Services
Office of Vital Records

Report Parameters

Beginning Date 01-Jul-2018
Ending Date 30-Jun-2019
Office Town of Wayne

OFFICE: Town of Wayne
USER: Cathy Cook

| Decedent Name | Age | Resident Town | Town of Death | Date of Death |
|-----------------------------|-----|---------------|---------------|---------------|
| Butak, Kevin D. | 60 | Wayne | Augusta | 03/03/2019 |
| Carroll, Martha | 56 | Brighton | Wayne | 03/02/2019 |
| Crowley, Wayne Lawrence | 83 | Wayne | Wayne | 05/06/2019 |
| Fitzherbert, Michael Wayne | 35 | Hartford | Wayne | 02/02/2019 |
| Mullen, Sherwood | 84 | Wayne | Augusta | 10/15/2018 |
| Scheibel, Catherine Dorothy | 71 | Wayne | Augusta | 09/10/2018 |
| Total | | | | 6 |

Town of Wayne

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

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

<http://www.waynemaine.org>

Policy Guidelines for the Distribution of Resources from the Ladd Special Fund d/b/a Neighbors Helping Neighbors Fund

I. Purpose

This policy provides relevant guidance to the Town Staff (Town Manager, General Administrator, Outreach Coordinator) authorized by the Select Board to distribute funds from the **Ladd Special Fund d/b/a Neighbors Helping Neighbors Fund**. The Fund is established by donations received from concerned citizens and friends of the Town of Wayne and is expressly for the purpose of fulfilling an immediate critical need or other needed services to residents. Donations are made directly to the fund from individuals or organizations.

II. Definitions

Direct Payments:

No direct payments to applicant are allowed.

Disbursement:

A household may be eligible for a grant (loan) up to a maximum of \$1,000 per year. For each disbursement the applicant must apply to determine eligibility, need and qualifying expense. Each disbursement must be made for qualify expense and approved vendor.

Immediate critical need:

A family must demonstrate an immediate critical need to be eligible for a grant (loan).

- Recent loss of employment, income or wages
- Recent divorce/ separation
- Recent accident: car accident, storm damage
- Recent disability or medical diagnosis

Qualify Expenses:

- **Housing Assistance** (mortgage, rent)
- **End of Life Expenses** (burial, cremation, funeral)
- **Basic Needs** (food, prescriptions, personal supplies)
- **Auto Repair** (auto must be families primary form of transportation)
- **Medical Bills** (hospital, doctor)

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- **Durable Medical Equipment** (walker, wheeler chair, hospital bed, body lift)
- **Utility** (electrical, telephone)
- **Heating** (oil, propane, wood)
- **Insurance** (deductible)
- **Clean-up unsafe living condition** (hoarding, bugs)
- **Home modifications** (handicapped accessibility ramp, grab bar)
- **Home repair** (replace or repair primary household appliance such as boiler, furnace, refrigerator, stove, water heater, well etc. or home repair to due to storm damage)

III. Eligibility

Only those persons or families that are ineligible for the General Assistance program may receive funds from the **Ladd Special Fund d/b/a Neighbors Helping Neighbors Fund**. Priority will be given to those applicants in the following order:

- a. Household with fixed income (e.g. Social Security, Pension, Annuity, retirement fund) – possibly with a threshold requirement, such as in b.
- b. Households with one or more wage earners at 120% or below the poverty level for Kennebec County and determined by DHS.
- c. Households with workers who have recently been laid off and expect to be laid off for 120 days or more.
- d. Other households in need at the discretion of authorized Town Staff.

Note: The following individuals and members of their households shall be ineligible to receive funds through this program:

- a. Local Elected Officials (Select Board, Budget Committee, RSU, School Committee members)
- b. Full-time Permanent Municipal Employees

IV. Application.

- a. Applications for grants (loans) from this fund must be made in person at the Town Office by the head of the household requesting funds.
- b. All applicants must first apply for General Assistance. If found ineligible for General Assistance, applicants may then be considered for Fund assistance.
- c. The Town Manager may waive the requirement for an interview at the Town Office if it is apparent the applicant is unable to attend.

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- d. Only Town of Wayne residents will be eligible for assistance.
- e. A decision must be made with 24 hours of application submitted.
- f. Applications are kept in confidence.

V. Record Keeping.

Each application will be filed by last name, in separate folder in the secure (locked) General Assistance file cabinet. These applications are not subject to public information requests.

Each approved request will be processed through the Town's Accounts Payable system. Each qualifying expense and approved vendor check will be filed by vendor, noted with NHN case number on each check. These are subject to public information requests.

Example: Vendor Info.
Description: NHN Fund
Case #: AC-2020-1

Case Number assigned by fund administrator to keep identify connect applicant with A/P system while keep confidentiality. Case number will be derived by applicants initials (first and last name), year, and disbursement request.

VII. Donation

Donations may be made directly to the fund through:

- Individuals or organizations wishing to assist,
- Individuals or organizations sponsoring specific fundraising events to support the fund,
- Individuals or organizations wishing to apply for grants to support the fund,

Any individuals or organizations wishing to sponsor a specific fundraising events for the fund or any individuals or organizations wishing to apply for a grant to support the fund must get approval from Town Manager.

No donations will be earmarked to a specific person or purpose. All donations made will be recorded for auditing purposes only. All donations will be followed up with a thank you, letter.

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Approved of by the Select Board on April 7, 2020

Don Welsh, Chair

Trent Emery, Vice Chair

Amy Black

Lloyd Irland

Stan Davis

Attest:

Town Manager

Town of Wayne

P.O. Box 400; 48 Pond Road

Wayne, ME 04284

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<http://www.waynemaine.org>

Neighbors Helping Neighbors Fund Application

Name: _____ Date: _____

Address: _____

Phone: _____

Household Income (see GA application sec. 4) \$ _____

Household Expense (see GA application sec. 6) \$ _____

Amount Request: \$ _____

A family may be eligible for a grants (loan) up to a maximum of \$1,000 per year. Each disbursement the applicant must apply to determine eligibility, need and qualifying expense.

Assistance Request:

Please check all boxes you are requesting assistance. Please attach bill, statement, contract, proposal and/ or estimate to application.

- Auto Repair** (auto must be families primary form of transportation)
- Basic Needs** (food, prescriptions, personal supplies)
- Clean-up unsafe living condition** (hoarding, bugs)
- Durable Medical Equipment** (walker, wheeler chair, hospital bed, body lift)
- End of Life Expenses** (burial, cremation, funeral)
- Heating** (oil, propane, wood)
- Home modifications** (handicapped accessibility ramp, grab bar)
- Home repair** (replace or repair primary household appliance such as boiler, furnace, refrigerator, stove, water heater, well etc. or home repair to due to storm damage)
- Housing Assistance** (mortgage, rent)
- Insurance** (deductible)
- Medical Bills** (hospital, doctor)
- Utility** (electrical, telephone)

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Demonstrate Immediate Critical Need and Explanation for the Request.

Applicant Signature: _____

Office Use Only

Approved: _____ **Case #:** _____ - _____ - _____

Denied: _____ (state below why denied)

Comments:

Referral Handout Given: Y/N

Administrators Signature: _____

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Accounts Payable Check Request Form

Vendor Name: _____

Vendor Number: _____

Description: Neighbors Helping Neighbors Fund
Case #: _____ - _____ - _____

Amount: _____

Date: _____ Administrator: _____

Accounts Payable Check Request Form

Vendor Name: _____

Vendor Number: _____

Description: Neighbors Helping Neighbors Fund
Case #: _____ - _____ - _____

Amount: _____

Date: _____ Administrator: _____

Accounts Payable Check Request Form

Vendor Name: _____

Vendor Number: _____

Description: Neighbors Helping Neighbors Fund
Case #: _____ - _____ - _____

Amount: _____

Date: _____ Administrator: _____



STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
16 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0016

Janet T. Mills
GOVERNOR

Bruce A. Van Note
COMMISSIONER

Aaron Chrostowsky, Town Manager
Re: Town of Wayne
48 Pond Road, PO Box 400
Wayne, ME 04284-0400

3/16/2020

Subject: 1 ¼" Overlay
Project No.: 23789.00
Location: Town of Wayne
Roadway: Route 133

Dear Mr. Chrostowsky:

The Maine Department of Transportation will soon solicit quotes for the subject project for construction, and pursuant to 29-A MRSA § 2382 (7) we have established a "Construction Area." A copy of 29-A § 2382 is enclosed for your information. Also included is an agreement, which requires signature by the municipal officers, and additional background documents.

The agreement stipulates that the municipality will issue a permit for a stated period of time to the MDOT contractor for transporting construction equipment (backhoes, bulldozers, etc.) that exceed legal weight limits, over municipal roads. The agreement acknowledges the municipality's right to require a bond from the contractor to "guarantee suitable repair or payment of damages" per 29-A MRSA.

29-A MRSA § 2382 (7) states that "*the suitability of repairs or the amount of damage is to be determined by the Department of Transportation on state-maintained ways and bridges, otherwise by the municipal officers.*" In other words, municipal officers determine the suitability of repairs on municipal ways and bridges.

The State cannot force municipalities to allow overweight vehicles to travel on posted municipal roads. Municipal postings supersede overweight permits. However, the agreement requires municipalities to make reasonable accommodations for overweight vehicles that are operated by contractors and the MDOT in connection with the construction project.

The specific municipal roads involved are not necessarily known at present, as the contractor's plan of operation won't be known until just prior to the start of work. If the municipality plans to require a bond; the amount of the bond should be determined prior to the start of work. If the project number administratively changes, you will be notified, and the agreement modified accordingly. Please return the completed agreement to my attention. Should you have any questions, please contact me at 207 624-3410.

Sincerely,


George M.A. Macdougall
Contracts & Specifications Engineer
Bureau of Project Development

Return this AGREEMENT, when completed, to:

Maine Department of Transportation
ATTN.: George Macdougall, Contracts & Specifications Engineer
#16 State House Station, Child Street
Augusta, Maine 04333-0016

Project No.: 2378900

Location: Wayne

Pursuant to 29-A MRSA § 2382, the undersigned municipal officers of the Town of Wayne agree that a construction overlimit permit will be issued to the Contractor for the above-referenced project allowing the contractor to use overweight equipment and loads on municipal ways.

The municipality may require the contractor to obtain a satisfactory bond pursuant to 29-A MRSA § 2388 to cover the cost of any damage that might occur as a result of the overlimit loads. If a bond is required, the exact amount of said bond should be determined prior to the use of any municipal way. The MaineDOT will assist in determining the amount of the bond if requested. A suggested format for a general construction *overlimit bond* is attached. A suggested format for a construction *overlimit permit* is also attached. This construction overlimit permit does not supersede rules that restrict the use of public ways, such as posting of public ways, pursuant to 29-A MRSA § 2395.

The maximum speed limit for trucks on any municipal way will be 25 mph (40 km per hour) unless a higher speed limit is specifically agreed upon, in writing, by the Municipal Officers.

TOWN OF WAYNE
By the Municipal Officials

Wayne
23789.00
March 16, 2020

SPECIAL PROVISION 105
CONSTRUCTION AREA

Construction Areas located in the Town of Wayne have been established by the Maine Department of Transportation (MDOT) in accordance with provisions of 29-A § 2382 Maine Revised Statutes Annotated (MRSA).

The sections of highway under construction in Kennebec County:

Project 2378900 is on Route 133 beginning at Old Winthrop Road and extending north 3.18 miles to Livermore Falls town line.

Per 29-A § 2382 (7) MRSA, the MDOT may “issue permits for stated periods of time for loads and equipment employed on public way construction projects, United States Government projects or construction of private ways, when within construction areas established by the Department of Transportation. The permit:

A. Must be procured from the municipal officers for a construction area within that municipality;

B. May require the contractor to be responsible for damage to ways used in the construction areas and may provide for:

(1) Withholding by the agency contracting the work of final payment under contract; or

(2) The furnishing of a bond by the contractor to guarantee suitable repair or payment of damages.

The suitability of repairs or the amount of damage is to be determined by the Department of Transportation on state-maintained ways and bridges, otherwise by the municipal officers;

C. May be granted by the Department of Transportation or by the state engineer in charge of the construction contract; and

D. For construction areas, carries no fee and does not come within the scope of this section.”

The Municipal Officers for the Town of Wayne @agreed that an Overlimit Permit will be issued to the Contractor for the purpose of using loads and equipment on municipal ways in excess of the limits as specified in 29-A MRSA, on the municipal ways as described in the “Construction Area.”

As noted above, a bond may be required by the municipality, the exact amount of said bond to be determined prior to use of any municipal way. The MDOT will assist in determining the bond amount if requested by the municipality.

The maximum speed limits for trucks on any town way will be 25 mph (40 km per hour) unless a higher legal limit is specifically agreed upon in writing by the Municipal Officers concerned.

GENERAL GUIDANCE

CONSTRUCTION OVERLIMIT PERMIT AND BONDING

The Maine Bureau of Motor Vehicles (BMV) establishes requirements and standards for the permitting of non-divisible over dimensional and overweight vehicles and loads (collectively overlimit loads) on state roads. These state motor vehicle permits are available on-line. 29-A MRSA and Secretary of State Administrative Rules Chapters 155-157 apply. Additionally, municipalities and county commissioners may issue overweight permits for travel on municipal and county ways maintained by that municipality or county. These permits are typically single trip permits requiring vehicle registration data, intended route etc.

However, in this case we're dealing with *Construction Permits* involving overlimit loads in support of construction projects. According to 29-A MRSA § 2382 (7), a Construction Permit is a permit *"for a stated period of time that may be issued for loads and equipment employed on public way construction projects, United States Government projects or construction of private ways, when within construction areas established by the Department of Transportation"*. According to 29-A § 2382 MRSA, the construction overlimit permit must be procured from the municipal officers for overweight loads on a municipal way in support of a construction project within that municipality.

By signing the attached agreement, the municipality agrees to issue construction overlimit permits to the MDOT construction contractor.

Frequently Asked Questions:

A. Why sign the document in advance of the actual construction contract?

Response: There are three primary reasons: First, to comply with 29-A § 2382. Second, to ensure that there are no surprises regarding the use of municipal roads by the Maine DOT contractor (to reasonably reduce risk and thus keep the cost of construction down) and third, to ensure the town is aware of its rights to control its own roads, and its rights to require a separate contractor's bond. (This is in addition to the Payment Bond and the Performance Bond the Maine DOT requires of the contractor).

B. Different roads may require different levels of scrutiny. How is a posted road handled?

Response: Despite the general construction overweight permit, the contractor cannot exceed the load limit on a posted municipal road without specific municipal permission. 29-A § 2395 MRSA notes that any ways requiring special protection (such as posted roads) will continue to be protected and overweight permits are superseded by such postings. In such a case the contractor would have to use an alternate route.

C. Is there any reason why the contractor cannot be held to indemnify and hold harmless the Municipality beyond the simple posting of a bond?

Response: The objective of our standard letter is to deal with overweight equipment and trucks on municipal ways during construction of a Maine DOT construction project. The bond merely provides a measure of protection against damage to municipal ways as a direct result of construction activity. Other areas of risk and indemnification are beyond the scope of our letter.

D. Are we required to obtain a bond?

Response: No. In fact, few municipalities have required a construction bond. It is a matter of risk management.

E. If used, what amount should be required on the bond?

Response: Previous MDOT letters used to speak about a maximum bond amount of \$14,000 / mile (\$9,000 / kilometer) of traveled length, however 29-A § 2382 sets no maximum. The amount of the bond (if any bond is required at all) is based on the individual situation. The MDOT will assist in providing a bond amount estimate if so requested.

F. Why the blanket approval?

Response: The blanket approval we seek is the reasonable accommodation by the municipality to allow the Maine DOT contractor to use town ways (if required) to haul overweight construction equipment and trucks. This theoretically gives the municipality and the MDOT time to discuss exceptions to a blanket approval. In general, this avoids unnecessary risks and saves money for all concerned in the long run.

G. Who determines the suitability of repairs?

Response: For municipal ways, the suitability of repairs may be determined by municipal officers. The MDOT will assist.

H. What is a non-divisible load?

Response: Per Chapter 157 (The Administration of Over-Dimension and Overweight Permits) under the Secretary of State administrative rules (See Rule Chapters for the Department of the Secretary of State on line), a non-divisible load is defined as: A load which, if separated into smaller loads or vehicles, would:

- 1) make it unable to perform the function for which it was intended;
- 2) destroy its value or;
- 3) require more than eight work hours to dismantle using appropriate equipment. Sealed oceangoing containers, spent nuclear materials in casks, and government-controlled military vehicles and their loads will be considered non-divisible

I. What is the standard for Overweight trucks and equipment?

Response: Overweight means a weight that exceeds the legal limits established in 29-A MRSA Chapter 21.

J. This is an unorganized township with no county or municipal roads. Why should I respond?

Response: Because of limited staff, we send out a standard letter to cover contingencies and minimize risk to the construction process. From time to time the letter may not have a practical application. In most cases of unorganized territories, the agreement is signed and returned as a matter of routine. This ensures that surprises will not be encountered after the start of construction regarding travel over municipal and county ways.

Additional tips:

False Information - Permit are invalidated by false information. A permit is invalidated by the violation of any condition specified by the terms of the permit or by false information given on the application. On evidence of such violation of falsification, the permittee may be denied additional permits.

Proper Registration - Overload permits do not relieve the registrants of vehicles from their obligations to properly register their vehicles in accordance with Motor Vehicle Laws.

Agent's Power of Attorney - If you do require a contractor's bond, make sure you have a copy of the Surety Agent's power of attorney authorizing the surety agent to sign for the surety. Keep the power of attorney with your duplicate original bond at the municipality. The contractor will also have a duplicate original.

Other bonds - The Maine DOT requires a payment bond and a performance bond of the contractor which is held against unsatisfactory performance on the part of the contractor for all construction projects over \$100,000. (The Miller Act (40 U.S.C. 270a-270f) normally requires performance and payment bonds for any federal aid construction contract exceeding \$100,000. 14 MRSA § 871 provides a similar requirement for state funded construction projects.) These bonds cover the proper performance of the contract and the payment of all employees, suppliers and subcontractors.

Title 29-A: MOTOR VEHICLES AND TRAFFIC
Chapter 21: WEIGHT, DIMENSION AND PROTECTION OF WAYS
Subchapter 2: DIMENSION
§2383

§2382. Overlimit movement permits

1. Overlimit movement permits issued by State. The Secretary of State, acting under guidelines and advice of the Commissioner of Transportation, may grant permits to move nondivisible objects having a length, width, height or weight greater than specified in this Title over a way or bridge maintained by the Department of Transportation.

2. Permit fee. The Secretary of State, with the advice of the Commissioner of Transportation, may set the fee for single trip permits, at not less than \$6, nor more than \$30, based on weight, height, length and width. The Secretary of State may, by rule, implement fees that have been set by the Commissioner of Transportation for multiple trip, long-term overweight movement permits. Rules established pursuant to this section are routine technical rules pursuant to Title 5, chapter 375, subchapter II-A.

3. County and municipal permits. A county commissioner or municipal officer may grant a permit, for a reasonable fee, for travel over a way or bridge maintained by that county or municipality.

4. Permits for weight. A vehicle granted a permit for excess weight must first be registered for the maximum gross vehicle weight allowed for that vehicle.

5. Long-term permits. The Secretary of State may grant permits for up to one year for trucks, truck tractors, semitrailers, heavy duty recovery vehicles and Class A special mobile equipment. Notwithstanding Title 5, section 8071, subsection 2, paragraph A, the Secretary of State, in consultation with the Commissioner of Transportation, shall establish the fee schedule by rule. Rules adopted pursuant to this subsection are routine technical rules as defined in Title 5, chapter 375, subchapter 2-A.

6. Scope of permit A permit is limited to the particular vehicle or object to be moved, the trailer or semitrailer hauling the overlimit object and particular ways and bridges.

7. Construction permits. A permit for a stated period of time may be issued for loads and equipment employed on public way construction projects, United States Government projects or construction of private ways, when within construction areas established by the Department of Transportation. The permit:

- A. Must be procured from the municipal officers for a construction area within that municipality;
- B. May require the contractor to be responsible for damage to ways used in the construction areas and may provide for:
 - 1. Withholding by the agency contracting the work of final payment under contract; or
 - 2. The furnishing of a bond by the contractor to guarantee suitable repair or payment of damages.

The suitability of repairs or the amount of damage is to be determined by the Department of Transportation on state-maintained ways and bridges, otherwise by the municipal officers;

- C. May be granted by the Department of Transportation or by the state engineer in charge of the construction contract; and
- D. For construction areas, carries no fee and does not come within the scope of this section.

8. Gross vehicle weight permits. The following may grant permits to operate a vehicle having a gross vehicle weight exceeding the prescribed limit:

- A. The Secretary of State, with the consent of the Department of Transportation, for state and state aid highways and bridges within city or compact village limits;
- B. Municipal officers, for all other ways and bridges within that city and compact village limits; and
- C. The county commissioners, for county roads and bridges located in unorganized territory.

9. Pilot vehicles. The following restrictions apply to pilot vehicles.

- A. Pilot vehicles required by a permit must be equipped with warning lights and signs as required by the Secretary of State with the advice of the Department of Transportation.
- B. Warning lights may be operated and lettering on the signs may be visible on a pilot vehicle only while it is escorting a vehicle with a permit on a public way.

With the advice of the Commissioner of Transportation and the Chief of the State Police, the Secretary of State shall establish rules for the operation of pilot vehicles.

9-A. Police escort. A person may not operate a single vehicle or a combination of vehicles of 125 feet or more in length or 16 feet or more in width on a public way unless the vehicle or combination of vehicles is accompanied by a police escort. The Secretary of State, with the advice of the Commissioner of Transportation, may require a police escort for vehicles of lesser dimensions.

- A. The Bureau of State Police shall establish a fee for state police escorts to defray the costs of providing a police escort. A county sheriff or municipal police department may establish a fee to defray the costs of providing police escorts.
- B. The Bureau of State Police shall provide a police escort if a request is made by a permittee. A county sheriff or municipal police department may refuse a permittee's request for a police escort.
- C. A vehicle or combination of vehicles for which a police escort is required must be accompanied by a state police escort when operating on the interstate highway system.

10. Taxes paid. A permit for a mobile home may not be granted unless the applicant provides reasonable assurance that all property taxes, sewage disposal charges and drain and sewer assessments applicable to the mobile home, including those for the current tax year, have been paid or that the mobile home is exempt from those taxes. A municipality may waive the requirement that those taxes be paid before the issuance of a permit if the mobile home is to be moved from one location in the municipality to another location in the same municipality for purposes not related to the sale of the mobile home.

11. Violation. A person who moves an object over the public way in violation of this section commits a traffic infraction.

SECTION HISTORY:

PL 1993, c. 683, §A2 (NEW).
PL 1993, c. 683, §B5 (AFF).
PL 1997, c. 144, §§1,2 (AMD).
PL 1999, c. 117, §2 (AMD).
PL 1999, c. 125, §1 (AMD).
PL 1999, c. 580, §13 (AMD).
PL 2001, c. 671, §30 (AMD).

PL 2003, c. 166, §13 (AMD).
PL 2003, c. 452, §§Q73,74 (AMD).
PL 2003, c. 452, §X2 (AFF).
PL 2007, c. 703, §25 (AMD).
PL 2011, c. 356, §23 (AMD).
PL 2011, c. 556, §22 (AMD).
PL 2019, c. 335, §9 (AMD).

MUNICIPAL OVERLIMIT PERMIT FOR CONSTRUCTION

MUNICIPALITY: _____

Phone: 207- _____ ; fax: 207- _____

APPLICATION FOR OVERLIMIT PERMIT TO MOVE CONSTRUCTION EQUIPMENT AND LOADS IN EXCESS OF LEGAL LIMITS ON MUNICIPAL WAYS

Construction Time Period:

Per 29-A § 2382 (7) MRSA, application is hereby made to the MUNICIPALITY OF _____ for An Overlimit Permit to move construction equipment, material, objects or loads in excess of legal limits over ways maintained by the MUNICIPALITY in support of construction operations for the following Maine DOT project

Project Description:

Project Identification Number (PIN):

NAME OF PERMITTEE (Construction Company):

STREET/P.O. BOX:

CITY:

STATE/PROV:

ZIP / POSTAL CODE:

PHONE:

FAX:

This object or load cannot be readily reduced to the legal limits.

Signed by:

(name & title)

Permit is granted. A copy of this signed permit will be provided to the permittee as prove of permit. This permit will automatically expire at the physical completion of the above construction project. The original permit will be held on file at the municipality.

Signed:

Municipal Official

The Surety hereby waives notice of any alteration or extension of time made by the Municipality.

Signed and sealed this day of, 20.....

WITNESS:

SIGNATURES:

CONTRACTOR:

Signature.....
Print Name Legibly
.....

.....
Print Name Legibly
.....

WITNESS:

SIGNATURES SURETY:

Signature.....
Print Name Legibly

Signature.....
Print Name Legibly

NAME OF LOCAL AGENCY:

ADDRESS

TELEPHONE

NAME OF SURETY

SURETY ADDRESS:.....

BOND # _____

BOND # _____

Date: _____

MUNICIPAL CONSTRUCTION BOND

KNOW ALL MEN BY THESE PRESENTS: That (name of construction firm) _____
 _____ and the Municipality of _____, as
 principal, and.....
 , a corporation duly organized under the laws of the State of and having a
 usual place of business
 as Surety, are held and firmly bound unto the Treasurer of the Municipality of
 _____ in the sum of
 _____ and 00/100 Dollars (\$)
 to be paid said Treasurer of the Municipality of _____ or
 her/his successors in office, for which payment well and truly to be made, Principal and
 Surety bind themselves, their heirs, executors and administrators, successors and assigns,
 jointly and severally by these presents.

The condition of this obligation is such that if the Principal designated as Contractor in
 the Contract to construct Project Number _____ in the Municipality of
 _____ promptly and faithfully performs the Contract,
 without damage to the municipal ways, other than normal wear and tear; then this
 obligation shall be null and void; otherwise it shall remain in full force and effect.

However, if the Principal designated as Contractor causes damage to any municipal way
 beyond normal wear and tear, in the construction of the above project through the use of
 legal weight, legal dimension trucks or equipment; or overweight or over-dimension
 equipment or trucks (as defined in 29-A MRSA) on the municipal ways, then this bond
 may be used to guarantee that the contractor either repairs or pays for the damage caused
 by the use of its equipment or trucks. The degree of damage beyond normal wear and
 tear will be determined by municipal officials with the assistance of the Maine
 Department of Transportation.

TOWN OF WAYNE, MAINE
Town Manager Employment Agreement

This is an Employment Agreement, dated April 5, 2017-2020 (Effective Date) between the Town of Wayne and Aaron Chrostowsky of Winthrop, ME. This agreement is pursuant to Title 30-A, Section 2631-2639, as amended by an ordinance adopted by the Town of Wayne on March 10, 1979, which adopted the Town Manager form of government.

1. **Description of Employment and Employee's Duties:** The ~~Selectmen~~Selectboard, acting for the Town, hereby employs the Employee as Town Manager of the Town of Wayne and the Employee accepts such employment upon the terms and conditions herein contained. The Employee's duties shall be those usually associated with a Town Manager of a Maine Municipality and as prescribed from time to time by the ~~Selectmen~~Selectboard and the State of Maine. The Employee shall assert his/her best efforts, attention and energies to his position and it is understood that the Employee, for no further compensation, also performs the duties of Road Commissioner, Deputy Treasurer, Deputy Tax Collector, Deputy Town Clerk, General Assistance Officer and Health Officer. The Employee may also perform other assignments or appointments from time to time, as necessary.
2. **Term:** The Term of this Agreement shall be for a period of approximately thirty-six (36) months, commencing on July 1, 2017-2020 (Commencement Date) and ending June 30, 2020-2023 (Termination Date). This Agreement shall not be evidence of any expectations of continued employment either indefinitely or for any period beyond this Term. During the Term, the Town Manager may be terminated at any time subject to the termination provisions of this Agreement. A new Agreement is required for the Town Manager to work for the Town beyond the Termination Date.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the ~~Selectmen~~Selectboard to terminate the services of the Employee at any time, or for the Employee to resign at any time, subject only to the provisions set forth in Section 6 of this Agreement.

The ~~Selectmen~~Selectboard agree that on or before May 1, of each successive contract year, they will notify Employee of their intent and desire to enter into an employment agreement with the Employee, and the Employee agrees he/she will do the same. If both parties indicate that they desire a new employment agreement, they agree that they will, in good faith attempt to sign a new agreement on or before July 1, of each successive contract year.

3. **Compensation:** The Town shall pay to the Employee, for all of his/her services to be rendered hereunder, the following Salary:

From the Commencement Date until June 30, 2020, at the rate of \$50,000 per year, payable in such installments as the ~~Selectmen~~Selectboard may from time to time determine. The ~~Selectmen~~Selectboard agree to review the Employee's salary and benefit package for the upcoming fiscal year on or before April 1 of each subsequent year. If the Town Manager and the Selectboard cannot agree upon a salary and compensation package for the following fiscal year by May 1, the Town and Town Manager agree to dissolve the remaining years of this contract, effective at the end of that fiscal year.

4. **Benefits:** In addition to the Salary, the Town shall provide the following Benefits:
 - A. **Retirement:** Town agrees to pay up to five percent (5%) into a 457 Deferred Compensation Plan or other Retirement Plan established for the Employee, contingent on a one-to-one match to the

five percent total figure by the Employee, who also may elect at his/her own option, and with no Town contribution, to defer additional monies into the retirement plan. Participation in Social Security is mandatory, with both the Town and Employee making the required contributions.

B. Insurance: Town agrees to pay one hundred percent (100%) of the Employee's cost for the following insurances through the Maine Municipal Association or other parties retained, as deemed to be in the best interest of the town.

- Health Insurance (Individual Rate, PPO plan);
- Life Insurance equal to one 1 year's salary;
- Dental Insurance;
- Disability Insurance; and
- Vision Insurance.

C. Vacation: Vacation time is two weeks (10 days) for one year; two weeks (10 days) at two years; three weeks (15 days) at three years and four years; and capped at four weeks (20 days) beginning in year five, regardless of the length of service. The Manager shall not use more than ten (10) vacation days in any thirty (30) day period without prior approval of the Board of ~~Selectmen~~Selectboard.

~~D. Accrued Vacation: Upon termination, whether voluntary or involuntary, the Town shall compensate Employee for all accrued but unused vacation time. Said compensation shall be based upon Employee's Salary as of the date of employment and termination.~~

~~D.E. Holidays: The Employee shall be granted the holidays normally observed statewide and granted other town employees with the approval of the ~~Selectmen~~Selectboard.~~

~~E. Accrued Vacation: Upon termination, whether voluntary or involuntary, the Town shall compensate Employee for all accrued but unused vacation time. Said compensation shall be based upon Employee's Salary as of the date of employment and termination.~~

F. Sick Time: Employee to accumulate sick days at the rate of one (1) day per month, accumulating up to a total of thirty (30) days, with any accrued amounts not payable upon leaving employment.

G. Jury Duty: In the event that the Employee is called for jury duty and attends court and is paid by the court system, the Employee will remit to the Selectboard all such sums for jury duty. The Selectboard agree, however, that attendance at jury duty will not diminish any of the Benefits and the Employee shall receive full Salary and Benefits during the jury duty period.

H. Bereavement Leave: In the event of the death of the Employee's mother, father, . the Employee shall be entitled to seven (7) consecutive working days leave. For the Employee's aunt, uncle, cousin, the Employee shall be entitled to up to three (3) workdays leave.. The Employee must attend the funeral. However, Bereavement Leave may be banked if burial is to take place at a later date. Such hours taken for bereavement leave shall be counted as hours worked in determining eligibility for overtime pay, vacations and holiday pay. Employee shall be allowed to take time off without pay to attend funerals of persons not covered in this section.

I. Travel Allowance: Employee will receive a monthly mileage stipend in the amount of \$~~500~~50.00 per month for his/her duties under this agreement.

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G.I. Telecommute Facilities Allowance: Employee will receive a monthly telecommute facilities stipend in the amount of \$50.00 per month for his/her duties under this agreement.

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K. Professional Development: Professional Development: The Town shall pay for annual membership dues to the International City / County Management Association and the Maine Town and City Management Association. Also, shall pay Maine Town and City Managers Association Interchange. Institute and the Maine Municipal Association Annual Convention's conference fees, meals and lodging expense.. Also, the Town shall pay fees and expenses for other professional development activities for which it approves attendance.

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L. Indemnification: The Town shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Town Manager. The Town will, in its sole discretion, defend, compromise or settle as appropriate any such claim or suit and pay the amount of any settlement or judgment. This section does not apply to claims resulting from Employee's willful misconduct or for claims arising outside of Employee's duties as Town Manager. Such indemnification shall extend beyond termination of employment and the otherwise expiration of this Agreement to provide full and complete protection for the Employee by the Town.

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H.M. Management Facilities: The Town will provide and maintain, or cause to be provided and maintained, such facilities, equipment and supplies as the Board of ~~Selectmen~~Selectboard deems necessary for the Manager's performance of his/her services and duties under this agreement.

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N. Management Service: The Manager shall devote an average of forty (40) hours per week to the affairs of the Town of Wayne and shall use his/her best efforts and devote his/her full time to the performance of his/her employment under this contract.

O. Performance Evaluation: The Selectboard agree to perform performance evaluations from time to time. An annual review will be conducted by the Selectboard on or before April 1, of each successive year of the contract period.

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I.

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a. Professional Development: Professional Development: The Town shall pay for membership dues to the International City / County Management Association and the Maine Town and City Management Association and, fees and expenses for the Maine Town and City Managers Interechange Institute, and the Maine Municipal Association Annual Convention. Also, the Town shall pay fees and expenses for other professional development activities for which it approves attendance.

b. Indemnification: The Town shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Town Manager. The Town will, in its sole discretion, defend, compromise or settle as appropriate any such claim or suit and pay the amount of any settlement or judgment. This section does not apply to claims resulting from Employee's willful misconduct or for claims arising outside of Employee's duties as Town Manager. Such indemnification shall extend beyond termination of employment and the otherwise expiration of this Agreement to provide full and complete protection for the Employee by the Town.

~~e. **Jury Duty:** In the event that the Employee is called for jury duty and attends court and is paid by the court system, the Employee will remit to the Selectmen all such sums for jury duty. The Selectmen agree, however, that attendance at jury duty will not diminish any of the Benefits and the Employee shall receive full Salary and Benefits during the jury duty period.~~

~~d. **Bereavement Leave:** In the event of the death of the Employee's spouse, or child, the Employee shall be entitled to seven (7) consecutive working days leave. For the Employee's mother, father, stepmother or stepfather, seven (7) workdays, and for the Employee's brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchildren and grandparents, the Employee shall be entitled to up to three (3) workdays leave. For the Employee's spouse's grandparents, one (1) workday. The Employee must attend the funeral. However, Bereavement Leave may be banked if burial is to take place at a later date. Such hours taken for bereavement leave shall be counted as hours worked in determining eligibility for overtime pay, vacations and holiday pay. Employee shall be allowed to take time off without pay to attend funerals of persons not covered in this section.~~

~~e. **Performance Evaluation:** The Selectmen agree to perform performance evaluations from time to time. An annual review will be conducted by the selectmen on or before April 1, of each successive year of the contract period.~~

5. **Termination:** Notwithstanding any statutory or other provisions that pertain to the employment and termination of a Town Manager, Employee's employment under this Agreement may be terminated as follows:

A. **Termination for Cause:** The ~~Selectmen~~Selectboard may terminate this Agreement at any time for cause, as follows:

- a. In the event of a material breach of this Agreement or any representation or warranty herein, by Employee, provided that written notice of such breach is given to the Employee and the breach is not cured within sixty (60) days; and provided further that the ~~Selectmen~~Selectboard may terminate Employee's employment under this Agreement immediately and without notice in the event of gross and demonstrable dereliction of duty by Employee;
- b. In the event that Employee has been found by a court or administrative agency (or is reasonably believed by the ~~Selectmen~~Selectboard) to have committed a criminal offense (other than a traffic offense);
- c. In the event that Employee engages in dishonest conduct or conducts himself/herself in a manner which harms or causes injury to the Town;
- d. In the event the ~~Selectmen~~Selectboard discover that the Employee has falsified information and records provided in connection with his/her application for employment or committed resume fraud.
- e. In the event that Employee repeatedly, intentionally or negligently fails to perform his/her work responsibilities or to attend work.

- B. **Termination Without Cause:** The ~~Selectmen~~Selectboard may elect to terminate Employee's employment under this Agreement at any time during the term of the Agreement, with notice, even in the absence of cause or a material breach as follows:
 - a. If the termination occurs during the term of this contract, the ~~Selectmen~~Selectboard shall pay the Employee an amount equal to ~~six-6 months~~ Salary (Sec. 2) and Benefits (Sec. 3.A-L).
 - b. In the event that the Employee is terminated for cause, the ~~Selectmen~~Selectboard shall have no obligation under this paragraph.
- C. **Termination by Employee:** The Employee may voluntarily terminate this Agreement at any time upon sixty (60) days written notice to the ~~Selectmen~~Selectboard. In the event of such termination, the Employee shall not be entitled to receive any Severance Pay.

6. **Confidential Information:** Employee has access to confidential information pertaining to persons or property in the Town. Employee shall not use this privileged information to his/her private advantage or to provide friends or acquaintances with information that could be used to private advantage.

7. **Dispute Resolution:** Any unresolved dispute between Employee and the ~~Selectmen~~Selectboard concerning the rights and obligations of the parties hereunder, including any dispute following the termination of this Agreement, shall be resolved by binding arbitration conducted in Kennebec County, Maine in accordance with the arbitration rules of the American Arbitration Association. The cost of such arbitration shall be borne equally by both parties. This provision applies to any claim under Title VII, the ADA, the ADEA, 42 USC 1983 or any other federal or state discrimination law.

8. **Notices:** Any notice required or permitted to be given by one party to the other hereunder shall be sufficient if in writing and hand delivered or mailed by certified mail, return receipt requested, to the following address, until notice of change of address is actually received by the sending party:

To the ~~Selectmen~~Selectboard:
 c/o Town of Wayne
 P.O. Box 400
 48 Pond Road
 Wayne, ME 04284

To the Employee:
 Aaron Chrostowsky
 42 Central Street, Apt. 2a
 Winthrop, Maine 04364

9. **Entire Agreement:** This Agreement constitutes the entire agreement between the Town and the Employee, and there are no oral or written agreements, understandings, warranties or representations between the parties except as set forth herein.

10. **Amendments:** This agreement may not be amended except by writing and signed by both parties, except as may be provided by law.

11. **Waiver:** No term or provision of this Agreement shall be deemed to have been waived by either party unless such a waiver is in writing and signed by the party making the waiver.

12. **Headings:** The headings of the numbered paragraphs of this Agreement are used solely for convenience and are not to be used in construing or interpreting the Agreement.

13. **Severability:** In the event that any provision of this Agreement is found to be unenforceable, illegal or contrary to public policy, such findings shall not invalidate the entire Agreement, and this Agreement shall remain in full force and effect except for the offending provision.

14. **Choice of Law:** This Agreement has been made and entered into in the State of Maine and shall be interpreted according to Maine law.

Employee:

Aaron Chrostowsky

| ~~Selectmen~~Selectboard of the Town of Wayne:

~~Gary A. Kenny~~Don Welsh, Chair

~~Stephanie Haines~~Trent Emery, Vice Chair

~~Don Welsh~~Amy Black

~~Jonathan Lamarche~~Lloyd Irland

~~Trent Emery~~Stan Davis

Attachment: Subsequently dated Goals and Objectives



PO Box 99 Pittsfield ME 04967
fax (207) 487-3273

Home and Business (207) 487-5005
rob@rjdappraisal.com

March 31, 2020

To: All RJD Appraisal Clients
From: Robert Duplisea CMA, Vice President
RE: Continued assessing support during Covid-19 Pandemic

In the midst of these uncertain times, I wanted to take a moment to reach out to all of our clients regarding the service we provide all our municipalities. Obviously municipal work is considered an essential service, but each town I've spoken to has a different opinion on if assessing work is also essential. Personally I believe our service is essential, but I will certainly leave the final decision up to the Town.

We will continue to concentrate our work in places that are comfortable with us being there. Finishing those towns earlier than normal will allow us to catch up on our duties everywhere else when things get improve. Please feel free to reach out to any of us with any questions or concerns you may have.

Stay healthy,

Robert Duplisea
RJD Appraisal

Important Update: We have new safety measures for getting your order. [Learn more](#) | Updates from Best Buy

[See all orders](#)

Purchase Date: Apr 04, 2020

Order Number: BBY01-805755633692

Total: \$351.18

Shipment One

Arriving by Wednesday

Order Received

Shipping Address

Aaron Chrostowsky
48 POND RD
TOWN OFFICE
WAYNE, ME 04284 US

Samsung - Galaxy Tab A (2019) - 10.1" - 32GB - Black

Model: SM-T510NZKAXAR
SKU: 6335112
Quantity: 1

Item Total: \$210.99
Product Price: \$199.99
Sales Tax, Fees & Surcharges: \$11.00

1-Year Accidental Geek Squad Protection

SKU: 5816303
Quantity: 1

Item Total: \$39.99
Product Price: \$39.99
Sales Tax, Fees & Surcharges: \$0.00

Shipment Two

Arriving by April 16

Order Received

Shipping Address

Aaron Chrostowsky
48 POND RD
TOWN OFFICE
WAYNE, ME 04284 US

SaharaCase - ZeroDamage Screen Protector for Samsung Galaxy Tab A 8.0 (2019) T290 - Clear

Model: ZD-TG-SGT-A10
SKU: 6293261
Quantity: 1

Item Total: \$36.91
Product Price: \$34.99
Sales Tax, Fees & Surcharges: \$1.92

SaharaCase - Protection Case for Samsung Galaxy Tab A 10.1" (2019) - Black

Model: SB-C-S-GTA-10.1-19-HD
SKU: 6359609
Quantity: 1

Item Total: \$63.29
Product Price: \$59.99
Sales Tax, Fees & Surcharges: \$3.30

Digital Item

Order Received

We'll email you when it's ready to download.

Digital Download

townmanager@waynemaine.org

Town of Wayne

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

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

<http://www.waynemaine.org>

Dear Wayne Resident(s),

The Town is creating a new notification system called "**Notify Wayne**" that will provide regular updates on the **Coronavirus Pandemic**.

You may sign up by going to: <https://public.coderedweb.com/CNE/BF9FC7012E26>

NOTE: All email addresses and cell phone numbers will be kept strictly confidential; no one receiving any of the messages will see your email address or cell phone number. You may leave either list at any time.

If you do not use email or texting, you can get regular updates from our Town's website at www.waynemaine.org, Town's Facebook page and postings at the Town Office, Ladd Recreation Center, North Wayne Building "old Town Office" and Post Office, General Store, and Corner Store bulletin boards. If you have any questions, please call the Town Office at 685-4983.

Thank you.

If you need help or have questions, please don't hesitate to call:

Emergency Assistance, Dial 911

General Information, Dial 211

Aaron Chrostowsky, Town Manager, 685-4983

Pam Chenea, Aging-At-Home Coordinator, 685-9378

Rev. Angela Rotherham, Pastor, Wayne Community Church, 685-3505



Maine Municipal Association

60 COMMUNITY DRIVE
AUGUSTA, MAINE 04330-9486
(207) 623-8428
www.memun.org

Coronavirus in Maine: March 30 – April 3, 2020

Good afternoon. The Maine Municipal Association each Friday provides weekly updates about the ongoing public health emergency.

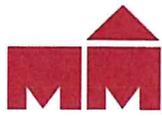
We highlight the week's developments, primarily from the viewpoint of municipal government. We promote links, videos and other tools at the Coronavirus Resources area of our website. We provide municipally relevant summaries from the Maine Center for Disease Control & Prevention's daily briefings, at which MMA plays a communications role.

- It was a busy week at the Governor's Office, as Gov. Janet Mills signed many orders and declarations affecting municipal government. Included among them: tax exemption deadlines; motor vehicle requirement changes; General Assistance changes; and, the Governor's stricter "stay at home" announcement on March 31.
 - They are listed at our special website: <https://memun.org/Coronavirus-Resources>
- MMA's Legal Services Department continued to provide guidance on a variety of matters, notably with clarification and advice about determining "essential" municipal employees during this heightened public health emergency period.
- An interesting factoid was that state officials reported traffic on Maine roads fell over the past two weeks by 35 percent. People are staying home more.
- As more towns and cities use technology to conduct meetings, yet not gather in the same room at the same time, there have been hiccups. MMA's IT Department and the cities of Saco and South Portland offered advice on using Zoom and other remote meeting tools. Listed at the MMA website: www.memun.org.
- The U.S. jobless rate soared in a way that blew away historic comparisons. During the past two weeks, 9.9 million Americans filed for unemployment benefits. That figure is 10 times higher than any historic precedent. State unemployment websites and hotlines struggled to keep up. Here is one media report on what happened and what's yet to

come: <https://www.forbes.com/sites/sarahhansen/2020/04/03/march-unemployment-rate-shoots-up-to-44-but-the-worst-is-yet-to-come/#1f232ef45398>

- MMA Educational Services Department recognizes that new officials are being elected and planning board members are being added. We posted Power Point training presentations for both important groups at the Members Area of our website: <https://memun.org/Articles/Article-View/ArticleId/13049/MMA-Elected-Officials-Planning-Board-Training-Materials-Now-on-Website#.XodyUndFyUk>

Eric Conrad, April 3, 2020



Maine Municipal Association

60 COMMUNITY DRIVE
AUGUSTA, MAINE 04330-9486
(207) 623-8428
www.memun.org

With coronavirus spreading in Maine, the chances are increasing that municipal officials will need to decide how to handle a situation when an employee, or a vendor or frequent visitor to a building, tests positive for COVID-19. Specifically, how should employees be treated afterward, even if they show no symptoms? How and when should the public building re-open?

Here are steps recommended by the U.S. Centers for Disease Control & Prevention, the Maine CDC and other state agencies (see web links below):

- Notification is an important first step. The State of Maine produced a flow chart showing the first notification for state government would be to the agency or department head who oversees employees in that location.
 - From there, the top elected official is notified, as is the head of Human Resources.
 - Then, the Maine CDC and employees' union (if relevant) are notified.
- The next step is closing off the work area where the employee or frequent visitor was present. This does not necessarily mean closing the entire building, but it includes the general space around the employee's work areas, and the hallways, common rooms and rest rooms the employee used.
- U.S. CDC guidelines say the broad, identified work area should remain closed for 24 hours and windows should be open to provide ventilation.
- After 24 hours, the area should be thoroughly cleaned. Cleaning employees should wear disposable gloves. A solution of soap and water can be used for

cleaning, followed by use of a disinfectant. A diluted mixture of water and household bleach is also acceptable.

- Special attention should be paid to “high touch” areas such as bathrooms, offices, common areas, keyboards, door knobs and remote controls.
- Employees who work in the same office area are identified as “close contacts.” They should self-quarantine for 14 days and watch for symptoms. Close contacts who develop symptoms should consult their primary care physicians.
- After the closure period and cleaning, employees who are not “close contacts” and have no symptoms can return to work, if appropriate under state and local guidelines. After their quarantine periods, close contacts can return to work if they have no symptoms.

For more information:

<https://www.cdc.gov/coronavirus/2019-ncov/prepare/disinfecting-building-facility.html>

<https://www.maine.gov/dhhs/mecdc/infectious-disease/epi/airborne/coronavirus.shtml>

Eric Conrad, April 3, 2020

MAINE MUNICIPAL ASSOCIATION LEGAL SERVICES

MUNICIPAL FUNCTIONS: ESSENTIAL OR NON-ESSENTIAL?

Note that this guidance reflects our understanding of current restrictions. If additional information becomes available, we will update this guidance document.

On March 24, 2020, Governor Janet Mills issued [Executive Order \(No. 19\)](#) directing all “non-essential” businesses and operations to cease operations at sites that are: (1) public-facing (allow customer, vendor or other in-person contact) or (2) at sites that require more than 10 workers to convene in a space where social distancing is not possible. Executive Order No. 19 applies to all for-profit, non-profit or other entities regardless of the nature of services performed, including municipalities.

On March 31, 2020, Governor Mills issued [Executive Order \(No. 28\)](#) requiring individuals to shelter in place effective 12:01 a.m. on April 2, 2020 until at least April 30, 2020. The Order allows employees to travel to “essential businesses” not required to close under the March 24th Order No. 19 and to “non-essential” businesses defined under that Order for the purpose of engaging in minimal operations.

The Governor’s March 31st Order also applies new restrictions to businesses identified as [Essential Businesses and Operations](#) by the Department of Economic and Community Development. All Non-Essential Businesses and Operations must continue to limit their activities consistent with the March 24th and March 31, 2020 Orders.

It appears municipalities are primarily governed by the Governor’s March 24th Order, which incorporated a list of essential functions and programs, developed by the Cybersecurity & Infrastructure Security Agency (CISA).

The CISA list focuses on programs and functions. Some municipal functions and staff are specifically listed in the CISA guidance and in the Governor’s March 24th Order. For example, law enforcement, emergency management, fire, emergency medical technicians, and 911 call center staff. Also listed are certain staff in wastewater programs, water systems, mass transit, transportation support and maintenance staff, staff supporting essential public works facilities and operations, road cleaning, solid waste removal, elections personnel and other programs. In addition, the list includes as essential those local government employees who support “mission essential” functions.

What does this mean for municipalities?

- Most municipalities conduct both essential and non-essential operations as defined in the Governor’s March 24th Order. In addition to the functions and staff specifically listed, municipalities are required by law (and possibly local ordinance) to perform certain duties

such as administering general assistance programs, processing tax payments, dealing with code enforcement and animal control issues, paying bills, issuing permits and licenses, dealing with personnel matters, processing payroll, etc.

- Each municipality should review its programs and staff and determine which are “essential” as listed in the Governor’s March 24th Order or required by law or ordinance. Municipalities should continue to provide these services but take all necessary social distancing measures, including allowing staff to work remotely wherever possible and postponing activities where possible. The Governor’s March 24th Order requires essential businesses and operations to “the maximum extent possible have their employees work remotely and comply with social distancing requirements” listed in that Order.
- Maintaining a publicly accessible municipal office is probably not an essential business operation in general, but because municipal officials are still required by state law to provide certain services (i.e. tax collection, issuing/receiving nomination papers, absentee ballots, payroll, general assistance), municipalities will need to maintain some staff for these purposes. Generally, the municipality has discretion to determine if it needs to have minimal staff in the office (within guidelines for social distancing) or whether necessary services can be delivered remotely by staff working off-site. Consistent with the Governor’s March 24th Order, all non-essential services should be delivered using all applicable social distancing limitations, including taking orders by phone, email or other remote means.

Where can MMA members receive more information?

Additional guidance is located on MMA’s “Coronavirus Updates and Resources” page at www.memun.org. Municipal members are also invited to contact MMA Legal Services for specific advice on these topics at 800-452-8786 or legal@memun.org.

Maine Municipal Association
Legal Services Department
April 1, 2020



Department of the Secretary of State Bureau of Motor Vehicles

Matthew Dunlap
Secretary of State

Patty A. Morneau
Deputy Secretary of State

Stephen P. Ashcroft
Director of Vehicle Services

March 27, 2020

To: All Law Enforcement Personnel

Re: TEMPORARY REGISTRATIONS

Due to the national and state declarations of emergency, certain necessary services have been disrupted and may have become unavailable. In light of the vast number of municipalities currently closed along with Maine Bureau of Motor Vehicle Branches and Main office, ***On March 23, 2020 the Governor authorized the temporary stay of the requirement to register a vehicle after the transfer of ownership or title. This will be in effect for the duration of the emergency.*** If a person can register normally through their municipality or Bureau of Motor Vehicle Office before the end of the emergency, then they should do so immediately.

In the event a person or company purchasing a motor vehicle or trailer in a “private sale” which does not include a temporary registration plate, and subsequently cannot register that vehicle due to the existing emergency, this document may serve as a temporary registration.

The Secretary of State asks that all law enforcement recognize this document as an official temporary registration which will remain in effect, at most, for the duration of the emergency as declared by the Governor on March 18, 2020.



Stephen P. Ashcroft
Director of Vehicle Services
Bureau of Motor Vehicles
29 State House Station
Augusta, ME 04333-0029
stephen.ashcroft@maine.gov



**Department of the Secretary of State
Bureau of Motor Vehicles**

Matthew Dunlap
Secretary of State

Patty A. Morneault
Deputy Secretary of State

Stephen P. Ashcroft
Director of Vehicle Services

March 24, 2020

To: All Law Enforcement personnel

Re: Ability to carry a load on a temporary registration plate

In light of the current state of emergency, I am hereby granting permission for trucks with a temporary registration plate to carry a load. This permission is for the duration of the declared state of emergency here in the State of Maine and an additional 30 days thereafter. This permission is granted as referenced in Title 29A Section 462(3).

Please take no enforcement action with regard to this.



A handwritten signature in cursive that reads "Stephen Ashcroft".

Stephen P. Ashcroft
Director of Vehicle Services
Bureau of Motor Vehicles
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stephen.ashcroft@maine.gov