

# Town of Wayne Selectboard

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

## Meeting Agenda

**Date:** Tuesday, August 4, 2020

**Time:** 6:30 PM.

**Place:** "Remote Participation Only"

Join Zoom Meeting

<https://us02web.zoom.us/j/87605002571?pwd=MnRuOWgvN3A2MmExRWRuQ2xoYkVwUT09>

Meeting ID: 876 0500 2571

Passcode: 726360

### 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 July 21, 2020.**

Manager Recommendation: Move the Board to approve the Selectboard meeting minutes for July 21, 2020.

#### Warrants.

- a. **Consider approving Accounts Payable Warrant #65.**

Manager Recommendation: Move the Board to approve Accounts Payable Warrant #65 in the amount of \$3,625.53.

- b. **Consider approving Payroll Warrant #5.**

Manager Recommendation: Move the Board to approve Payroll Warrant #5 in the amount of \$ \_\_, \_\_. \_\_.

- c. **Consider approving Accounts Payable Warrant #6.**

Manager Recommendation: Move the Board to approve Accounts Payable Warrant #6 in the amount of \$ \_\_, \_\_. \_\_.

#### New Business.

- **Accept Dawna Gardner's Letter of Retirement.**
- **Fill Dawna Gardner's Vacancy.**
- **Appoint Aaron Chrostowsky, Tax Collector**
- **Set Mil Rate.**
- **Ltr. From Chief Officers to Bruen Construction Re: Snow Removal Contractor**

#### Old Business.

- a. **Ltr. To Campground Owners from Town Manager Re: Site Inspection**
- b. **Ltr. To State Attorney General from Town Attorney Re: Mooring Ordinance**

#### Selectboard Goals.

#### Supplements and Abatements.

#### Town Manager Report.

#### Town News.

#### Board Member

#### Public Comments.

#### Adjourn.

The next regularly scheduled for **Tuesday August 18, 2020**, by Remote Participation Only.



**Town of Wayne, Maine  
Select Board Meeting Minutes  
Tuesday July 21, 2020  
Wayne Town Office**

**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, Trent Emery, Lloyd Irland, Stan Davis and Don Welsh.

Others Present: Aaron Chrostowsky, Town Manager

By Remote Participation only due to Covid-19 Pandemic

**Business Agenda**

**New Business**

- a. **OATH OF OFFICE: SELECTMAN/ ASSESSOR/ OVERSEER OF POOR.** The Oath of Office for SELECTMAN/ ASSESSOR/ OVERSEER OF POOR was given to both Don Welsh and Lloyd Irland by Aaron Chrostowsky, Town Manager.
- b. **ELECTION OF CHAIR & VICE-CHAIR.**  
The Board nominated Don Welsh as Board Chairperson (Davis/ Black) (5/0).  
The Board nominated Trent Emery as Board Vice-Chairperson (Davis/ Black) (5/0).
- c. **BYLAWS OF SELECTBOARD**  
The Board to adopted Bylaws of Selectboard. (Davis/ Black) (5/0).
- d. **SELECTMEN MEETING DATES / TIME / PLACE FOR FISCAL YEAR 2020 / 2021.**  
The Board to adopt the manager recommended Selectboard Meeting Schedule including DATES / TIME / PLACE FOR FISCAL YEAR 2020 / 2021. (Davis/ Irland) (5/0).
- e. **ORDER OF THE MUNICIPAL OFFICERS, Pursuant to 36 M.R.S.A. § 906.**  
The Board to adopt Order of the Municipal Officers, Pursuant to 36 M.R.S.A. § 906. (Davis/ Irland) (5/0).
- f. **Maine Freedom of Access Law.**  
The Board agreed to review FOAA laws at their leisure.
- g. **Board Goal Setting and Priorities.**  
The Board set Board Goals for FY 20-21.
- h. **Appoint Don Welsh to be the Town's Representative to the Androscoggin Lake Improvement Corporation.** The Board appointed Don Welsh to be the Town's Representative to the Androscoggin Lake Improvement Corporation. (Black/Ireland) (5/0).

- i. **Mooring Ordinance.** The Board appointed Aaron Chrostowsky as the individual to enforce provisions of Mooring Ordinance. (Davis/ Black). (5/0).
- j. **Diversity/ Inclusion Policy and Training.** The Board agreed to make Diversity and Inclusion as Board priority.

**Meeting Minutes.**

- k. The Board approved the Selectboard meeting minutes for June 16, 2020. (Black/Irland) (5/0).
- l. The Board approved the Selectboard meeting minutes for July 7, 2020. (Black/Emery) (5/0).
- m. The Board approved the **Annual Town Meeting Minutes** for July 14, 2020. (Black/Emery) (5/0).
- n.

**Warrants:**

- a. The Board approved Payroll Warrant #3 in the amount of \$14326.38. (Black/Emery) (5/0).
- b. The Board approved Accounts Payable Warrant #4 in the amount of \$554,882.02. (Black/Emery) (5/0).

**Old Business.**

**Selectboard Goals.**

- a. **Aging at Home.**
- b. **Broadband.**
- c. **Facilities Plan.**
- d. **Highwater Event.** Met with MEMA Dam Inspector regarding Wayne Village Dam.
- e. **Village Advisory Committee.** Met with MaineDOT to discuss Rte. 133 Roadwork.
- f. **Renewable Energy Advisory Committee.**

**Supplements and Abatements: None**

**Town Manager Report:**

- a. **Paving Update.** Substantial Complete.
- b. **Roadside Mowing.** Birtwell Farms will begin Roadside Mowing last week in July and first week in August. Should take two weeks.
- c. **Sandshed Update.**
- d. **Transfer Station Update.** Sunday Hours until Labor Day.
- e. **Town News.**

**Board Member Reports: None**

**Public Comments:**

- Mike Clark, Perkins Beach expressed concern about

**Motion to Adjourn at 8:38 PM.** (Black/Emery) (5/0)

The next Select Board Meeting is scheduled for Tuesday, August 4, 2020 at 6:30 p.m. by Remote Participation.

Recorded by:  
Aaron Chrostowsky, Town Manager

Select Board Members

\_\_\_\_\_  
Don Welsh

\_\_\_\_\_  
Trent Emery

\_\_\_\_\_  
Amy Black

\_\_\_\_\_  
Stan Davis

\_\_\_\_\_  
Lloyd Irland

July 27, 2020

Dawna Gardner  
153 Pond Road  
Wayne, ME 04284  
(207) 514-5004  
[bluecollarpainter@roadrunner.com](mailto:bluecollarpainter@roadrunner.com)

Dear Aaron:

This letter represents my official notice of retirement from my position of Tax Collector and Motor Vehicle Agent for the Town of Wayne is made final on the 4<sup>th</sup> day of September 2020.

It has been with great pleasure to be alongside the individuals at the Wayne Town Office and I will always appreciate the experience and knowledge I gained during my time here.

I hope the notice-period is enough for you to find a replacement. Furthermore, please let me know of any help that I could be to train or assist the person that will take over my position.

Sincerely,

A handwritten signature in cursive script that reads "Dawna Gardner". The signature is written in black ink and is positioned below the word "Sincerely,".

Dawna Gardner

**Town of Wayne, ME**  
**P.O. Box 400 / 48 Pond Road**  
**Wayne, ME 04364**  
**Phone: (207) 685-4983 Fax: (207) 685-3836**  
**www.waynemaine.org**

July 28, 2020

Dawna Gardner  
153 Pond Road  
Wayne, ME 04284

Dear Mrs. Gardner,

The Town has received your formal letter of retirement on Monday July 27, 2020. As the Town Manager, and your immediate supervisor, this letter will serve as my acceptance of formal retirement from your position as Tax Collector effective Friday September 4th, 2020.

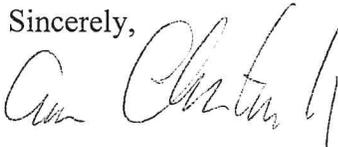
Also, you will still need to be on time and committed to completing all functions of the job. Between now and last day, you will need to reconcile all property taxes and motor vehicle records.

Upon your departure, according to the Town's Personnel Policy you are entitled to the following benefits upon separation:

- **Sick (pages 9-10)**, you are not entitled to time accumulated upon separation
- **Vacation (pages 10-11)**, you are entitled to time accrued unused vacation upon separation; (as of 7/28/2020, 150.83 hrs. x \$17.15 = \$2,586.73)

It has been a pleasure working with you, and I wish you all the best in the future. If you have any questions, please don't hesitate to contact me at (207) 685-4983 or [townmanager@waynemaine.org](mailto:townmanager@waynemaine.org).

Sincerely,

  
Aaron Chrostowsky  
Town Manager

- ◆ The organization's activities are those which specialize in the full-time employee's primary area of work;
- ◆ The membership fees payable by the Town in the organization shall not total more than \$100 annually per full-time employee;
- ◆ The organizations do not in any way advocate the welfare interests of employees.

**RETIREMENT PLAN:**

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. All appropriations for this policy must be approved annually at Town Meeting.

**SICK LEAVE:**

One day of sick leave per month shall be based on a 25-hour work week and prorated for more or less actual hours worked.

Sick leave shall not accrue beyond a maximum of 100 hours for full-time employees.

At separation of employment and during the "notice period" (which shall be defined as the last two weeks of employment) it shall be expected that sick time will not be used for any reason other than a critical issue or emergency. The Town expects departing employees to work their "noticed period". In the event of the death of an employee, compensation for all unused, accumulated sick time shall be paid to the beneficiary designated by the employee under the Town's Group Life Insurance or to the estate of the deceased.

Sick leave may be used only for the following:

- \* Bona fide employee illness and incapacity;
- \* Serious illness requiring care of a member(s) of the employee's immediate family or domestic partner as provided for in the Family Medical Leave, 26 MRSA section 843. For extended use of this provision, the employee shall provide the Town Manager with a medical certification of the illness and a statement for the need for care; and/or
- \* Employee's medical or dental appointments and for transporting a dependent immediate family member to medical and dental appointments.

Immediate family shall be defined as husband, wife, son, daughter, foster child, mother, father, grandmother, grandfather, grandson, granddaughter, in-law, step relationships, or those sharing a unique relationship with employee, as approved by the Town Manager. A unique relationship shall be defined as a relationship that exists between an employee and another person over a period of time and which evinced a state of responsibility, caring and closeness similar to kinship.

If requested by the Town Manager, an employee who has been on sick leave for more than three consecutive days shall furnish the Town Manager with a certificate from a doctor verifying the incapacity of the employee. The Town shall reimburse the employee for any

costs associated with obtaining a doctor's certificate. Refusal to provide a doctor's certificate as requested by the Town Manager may result in non-payment of sick leave.

The Town Manager shall review all sick leave records periodically and shall investigate any case that indicates abuse of sick leave. Abuse of sick leave shall be subject to disciplinary action. Under no circumstances shall an employee receive pay for his/her accrued and unused sick leave.

The Town Manager, at his/her discretion, may require an employee to leave the work place if he or she feels that the employee is too sick or contagious to be at work. The employee may use his or her sick time while out. The employee may return to work the same day if he or she obtains a doctor's certificate stating that the employee is healthy enough to return to the work place.

**VACATIONS:**

Full-time employees shall earn vacation leave as follows:

<u>Time Employed</u>	<u>Days Earned /Year</u>
0 to less than 36 months employment.....	10
3 years to less than 5 years employment.....	15
5 years to less than 10 years employment.....	20

Vacation leave for part-time employees shall not accrue beyond a proration of the above hourly limits for full-time employees based on actual hours worked.

One day of vacation shall be calculated at the rate of eight (5) hours for a 25-hour work week and prorated for more or less actual hours worked.

Employees shall be assessed vacation time based on the employee's weekly scheduled hours. Vacation leave shall be accrued through the payroll system and noted on each employee's payroll check stub in hours accrued to date.

No vacation leave may be taken during the first six (6) months of employment. No vacation may be taken in anticipation of future accruals, unless, specifically authorized by the Town Manager.

Vacation leave for full-time employees shall not accrue beyond the following hour limits based on the number of years employed:

1 - 5 years = 100 hours      5+ years = 140 hours

An employee who severs employment shall be paid for the value of accrued vacation leave calculated at the employee's final rate of pay. In the event of death of an employee, compensation for unused accumulated vacation leave shall be paid to the beneficiary designated by the employee under the Town's Group Life Insurance or to the estate of the deceased.

Vacations shall be scheduled at such time or times as shall be mutually agreeable to the employee requesting the vacation leave and the Town Manager and will not be denied except for operational needs.

Vacation days may be "cashed in" at any time after the six month probationary period.

To ensure employees have paid time to be away from work, the Town shall not allow an employee to cash in more than half of their annual vacation time within any given fiscal year.

**WITNESS LEAVE:**

The Town shall pay an employee subpoenaed as a witness for a matter involving the municipality on an employee's regular work day, the employee's regular pay, provided the Town is reimbursed by the employee for all witness pay received by that employee. The employee must present an official statement of attendance at court/hearing including the amount of the witness fee received. This provision does not cover an employee of the Town who is a plaintiff in a lawsuit or complaint against the Town.

**COMPENSATION:**

Compensation shall be established annually by the Select Board to coincide with the beginning of the fiscal year, after receiving and considering recommendations on compensation from the Town Manager.

It is the objective of the Town of Wayne to pay employees on a basis that will attract and retain well-qualified, experienced and responsible employees. The specific duties and responsibilities of a position as set forth in the position's job description shall be major factors in determining the rate of compensation. Compensation preference may be given to individuals who have performed similar duties in the municipal sector.

Employees shall be paid only for their actual hours worked. Pay for hours not worked must be applied against eligible and approved benefits such as vacation, compensatory time or sick leave.

Each employee shall have a work schedule as prescribed by the Town Manager after consultation with the affected employee. Employees with a prescribed work schedule shall have specific, regular working days and hours and the schedule may require either a minimum or maximum number of hours of work per week or month.

A full-time employee or a part-time employee who is also a volunteer for the Wayne Fire Department shall be allowed to be "On-Call" during the employee's normal working hours for emergencies involving the Fire Department. The employee shall be paid the employee's regular hourly rate of pay when an "On-Call" emergency occurs during the employee's normal work hours. The employee shall make arrangements with the Fire Chief and Town Manager to ensure that primary job requirements are met.

**TIME KEEPING:**

Accurately recording time worked is the responsibility of each hourly employee. Federal and State laws require the Town of Wayne to keep an accurate record of the time worked in order to calculate employee wages. Time worked is the time actually spent on the job performing assigned duties.

Each employee shall accurately record the time they begin and end their work. They should also record the beginning and ending time of any split shift or departure from work for personal reasons. Overtime work shall be performed only with prior approval from the Town Manager.

## **Town of Wayne Deputy Clerk/ Collector**

The Town of Wayne seeks qualified candidates for the position of Deputy Clerk/ Collector. This position is a challenging and highly responsible position involving first line of customer service to citizens. Candidates should possess good organizational and communication skills, excellent customer services skills, computer knowledge a must, and person should be capable of multi-tasking with minimal supervision. Major duties include but are not limited motor vehicle registrations, sport licensing and recreational vehicle registrations, dog licensing, vital records preparation, tax collection and voter registration. Municipal experience preferred but not required.

Please send a cover letter with resume in confidence to Wayne Town Manager, P.O. Box 400, Wayne, ME 04248. Resumes will be accepted until position is filled. For more information, you can contact the Town Manager by email at [townmanager@waynemaine.org](mailto:townmanager@waynemaine.org) or by telephone at (207) 685-4983.

**Town of Wayne, Maine  
Position Description**

**Position Description: Deputy Clerk/ Collector**

**Department: Administrative**

**Reports To: Town Manager**

**Pay Classification; Non-Exempt**

**NATURE OF WORK:**

This is a varied clerical and secretarial work in assisting the Town Manager in the collection and record-keeping of various taxes, fees and licenses.

Employee of this class assists in the issuance of various licenses and permits, recording various documents and vital statistics, and the maintenance of a variety of records. Work involves some secretarial work for the Town Manager. Work is normally carried out with independence subject only to general instructions and standard operating procedures. Employee has considerable contact with the public.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

Answers phone calls, provides accurate responses to telephone inquiries, and assists at the counter with other transactions.

Issues various licenses such as marriage, hunting, fishing and dog licenses, and maintains all related records accurately.

Waits on counter, answers questions, and give out information requested on property or excise taxes or motor vehicle registrations.

Computes excise tax on new and used automobiles, trucks, trailers, motorcycles and boats, keeping and processing records of same.

Participates in the billing, receipt and recording of property or excise taxes as directed by Tax Collector.

Assists in the preparation and recording of tax liens, and maintenance of list of uncollected taxes and liens.

Assists with elections as determined by the Town Clerk

Serves as deputy registrar of voters.

Performs related typing, clerical, and record keeping duties.

Notary Public Commission or willingness to secure Notary Public commission within six months.

Performs other duties as required or assigned by the Town Manager.

**REQUIREMENTS OF WORK:**

Thorough knowledge of modern office procedures, practices and equipment.

Ability to accurately complete work assigned.

Ability to establish and maintain effective working relationships with other Town officials, employees and the general public.

Ability to keep sensitive / confidential information within the Town Office.

Proficiency in the use of the copy machine, telephone system, adding machine, typewriter and the ability to use the Town computer system.

Ability to maintain records and prepare reports accurately.

Ability to understand and follow instructions.

**WORKING HOURS / CONDITIONS / DEMANDS:**

Part Time permanent employee will work 27 hours per week plus an occasional morning and/ or evening for training, election, or meeting.

Normal office environment, not subject to extremes in temperature, noise, odors, etc.

Uses computer keyboard and typewriter requiring eye-hand coordination and finger dexterity.

**TRAINING AND EXPERIENCE REQUIRED:**

High School graduation and experience in work involving the maintenance of records supplemented by courses in business education, accounting, bookkeeping or office procedures, plus experience in the collection of various monies; or any equivalent combination of experience and training.

The above statements are intended to describe the general nature and level of work being performed by people assigned to this job. The above is not intended to be an exhaustive list of all responsibilities and duties required.

External and internal applicants, as well as incumbents who become disabled as defined under the Americans with Disabilities Act, must be able to perform the essential job functions (as listed) either unaided or with the assistance of a reasonable accommodation to be determined by management on a case by case basis.

DATE: August 8, 2013

CERTIFICATE OF APPOINTMENT  
(Title 30, M.R.S.A. 2253)

Selectboard's Office

MUNICIPALITY OF WAYNE

August 4, 2020

To **Aaron Chrostowsky** of **Winthrop**, Maine: For the position of **Tax Collector**, the Selectboard of the Municipality of Wayne do, in accordance with the provisions of the law of the State of Maine, hereby appoint you to the **Tax Collector**, within and for the Municipality of Wayne, such appointment to be effective July 1<sup>st</sup>, 2020.

Given under our hand this 4<sup>th</sup> day of August 2020.

By The Selectboard of Wayne, Maine

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

STATE OF MAINE

County of Kennebec

August 4, 2020

Personally appeared the above named **Aaron Chrostowsky** who has been duly appointed by the Selectboard as the **Tax Collector**, in said Municipality, and took the oath necessary to qualify him to discharge said duties for the term specified above according to law. Before me,

\_\_\_\_\_ Municipal Clerk

This Certificate and the Certificate of Oath shall be returned  
to the Municipal Clerk for filing.

**Estimated 2020 Median Home Value - \$200,000**

<b>2019</b>	<b>2020</b>	<b>2020</b>
\$200,000 Property Value	\$200,000 Property Value	\$200,000 Property Value
-\$19,800 Homestead	-\$24,000 Homestead	-\$24,000 Homestead
<u>\$180,200</u>	<u>\$176,000</u> Taxable Value	<u>\$176,000</u> Taxable Value
X .01796 Mill Rate	X .01796 Mill Rate	X .01790 Mill Rate
<u>\$3,236.39</u> Taxes	<u>\$3,160.96</u> Taxes	<u>\$3,150.40</u> Taxes
	Savings	Savings
	-\$75.43	-\$85.99

FY 2021  
"Correct"

**MAINE REVENUE SERVICES - 2020 MUNICIPAL TAX RATE CALCULATION STANDARD FORM**

Municipality: Wayne

**BE SURE TO COMPLETE THIS FORM BEFORE FILLING IN THE TAX ASSESSMENT WARRANT**

- 1. Total taxable valuation of real estate 1   
(must match MVR Page 1, line 6)
- 2. Total taxable valuation of personal property 2   
(must match MVR Page 1, line 10)
- 3. Total taxable valuation of real estate and personal property (Line 1 plus line 2) 3   
(must match MVR Page 1, line 11)
- 4. (a) Total exempt value for all homestead exemptions granted 4(a)   
(must match MVR Page 1, line 14f)
- (b) Homestead exemption reimbursement value 4(b)   
(line 4(a) multiplied by 0.7)
- 5. (a) Total exempt value of all BETE qualified property 5(a)   
(must match MVR Page 2, line 15c)
- (b) BETE exemption reimbursement value 5(b)   
(line 5(a) multiplied by 0.5)  
Municipalities with significant personal property & equipment may qualify for more than 50% reimbursement. Contact MRS for the Enhanced Calculator Form.

DO NOT QUALIFY

6. Total valuation base (Line 3 plus line 4(b) plus line 5(b)) 6

**ASSESSMENTS**

- 7. County tax 7
- 8. Municipal appropriation 8
- 9. TIF financing plan amount 9   
(must match MVR Page 2, line 16c + 16d)
- 10. Local education appropriation (Local share/contribution) 10   
(Adjusted to Municipal Fiscal Year)
- 11. Total assessments (Add lines 7 through 10) 11

**ALLOWABLE DEDUCTIONS**

- 12. Anticipated state municipal revenue sharing 12
- 13. Other revenues: (All other revenues that have been formally appropriated to be used to reduce the commitment such as excise tax revenue, tree growth reimbursement, trust fund or bank interest income, appropriated surplus revenue, etc. (Do not include any homestead or BETE reimbursement)) 13
- 14. Total deductions (Line 12 plus line 13) 14
- 15. Net to be raised by local property tax rate (Line 11 minus line 14) 15

16.	<input type="text" value="\$3,338,112.15"/> <small>(Amount from line 15)</small>	x	1.05	=	<input type="text" value="\$3,505,017.76"/>	Maximum Allowable Tax
17.	<input type="text" value="\$3,338,112.15"/> <small>(Amount from line 15)</small>	÷	<input type="text" value="187,241,800"/> <small>(Amount from line 6)</small>	=	<input type="text" value="0.017828"/>	Minimum Tax Rate
18.	<input type="text" value="\$3,505,017.76"/> <small>(Amount from line 16)</small>	÷	<input type="text" value="187,241,800"/> <small>(Amount from line 6)</small>	=	<input type="text" value="0.018719"/>	Maximum Tax Rate
19.	<input type="text" value="180,802,120"/> <small>(Amount from line 3)</small>	x	<input type="text" value="0.017880"/> <small>(Selected Rate)</small>	=	<input type="text" value="\$3,232,741.91"/> <small>(Enter on MVR Page 1, line 13)</small>	Tax for Commitment
20.	<input type="text" value="\$3,338,112.15"/> <small>(Amount from line 15)</small>	x	0.05	=	<input type="text" value="\$166,905.61"/>	Maximum Overlay
21.	<input type="text" value="5,808,530"/> <small>(Amount from line 4b)</small>	x	<input type="text" value="0.017880"/> <small>(Selected Rate)</small>	=	<input type="text" value="\$103,856.52"/> <small>(Enter on line 8, Assessment Warrant)</small>	Homestead Reimbursement
22.	<input type="text" value="631,150"/> <small>(Amount from line 5b)</small>	x	<input type="text" value="0.017880"/> <small>(Selected Rate)</small>	=	<input type="text" value="\$11,284.96"/> <small>(Enter on line 9, Assessment Warrant)</small>	BETE Reimbursement
23.	<input type="text" value="\$3,347,883.38"/> <small>(Line 19 plus lines 21 and 22)</small>	-	<input type="text" value="\$3,338,112.15"/> <small>(Amount from line 15)</small>	=	<input type="text" value="\$9,771.23"/> <small>(Enter on line 5, Assessment Warrant)</small>	Overlay

(If Line 23 exceeds Line 20 select a lower tax rate.)

Results from this completed form should be used to prepare the Municipal Tax Assessment Warrant, Certificate of Assessment to Municipal Treasurer and Municipal Valuation Return.

FY 2021  
"Correct"

**MAINE REVENUE SERVICES - 2020 MUNICIPAL TAX RATE CALCULATION STANDARD FORM**

Municipality: Wayne

**BE SURE TO COMPLETE THIS FORM BEFORE FILLING IN THE TAX ASSESSMENT WARRANT**

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- 4. (a) Total exempt value for all homestead exemptions granted 4(a)   
(must match MVR Page 1, line 14f)
- (b) Homestead exemption reimbursement value 4(b)   
(line 4(a) multiplied by 0.7)
- 5. (a) Total exempt value of all BETE qualified property 5(a)   
(must match MVR Page 2, line 15c)
- (b) BETE exemption reimbursement value 5(b)   
(line 5(a) multiplied by 0.5)  
Municipalities with significant personal property & equipment may qualify for more than 50% reimbursement. Contact MRS for the Enhanced Calculator Form.

DO NOT QUALIFY

- 6. Total valuation base (Line 3 plus line 4(b) plus line 5(b)) 6
- ASSESSMENTS**
- 7. County tax 7
  - 8. Municipal appropriation 8
  - 9. TIF financing plan amount 9   
(must match MVR Page 2, line 16c + 16d)
  - 10. Local education appropriation (Local share/contribution) 10   
(Adjusted to Municipal Fiscal Year)
  - 11. Total assessments (Add lines 7 through 10) 11

**ALLOWABLE DEDUCTIONS**

- 12. Anticipated state municipal revenue sharing 12
- 13. Other revenues: (All other revenues that have been formally appropriated to be used to reduce the commitment such as excise tax revenue, tree growth reimbursement, trust fund or bank interest income, appropriated surplus revenue, etc. (Do not include any homestead or BETE reimbursement)) 13
- 14. Total deductions (Line 12 plus line 13) 14
- 15. Net to be raised by local property tax rate (Line 11 minus line 14) 15

- 16.  x 1.05 =  Maximum Allowable Tax  
(Amount from line 15)
- 17.  ÷  =  Minimum Tax Rate  
(Amount from line 15) (Amount from line 6)
- 18.  ÷  =  Maximum Tax Rate  
(Amount from line 16) (Amount from line 6)
- 19.  x  =  Tax for Commitment  
(Amount from line 3) (Selected Rate) (Enter on MVR Page 1, line 13)
- 20.  x 0.05 =  Maximum Overlay  
(Amount from line 15)
- 21.  x  =  Homestead Reimbursement  
(Amount from line 4b) (Selected Rate) (Enter on line 8, Assessment Warrant)
- 22.  x  =  BETE Reimbursement  
(Amount from line 5b) (Selected Rate) (Enter on line 9, Assessment Warrant)
- 23.  -  =  Overlay  
(Line 19 plus lines 21 and 22) (Amount from line 15) (Enter on line 5, Assessment Warrant)

(If Line 23 exceeds Line 20 select a lower tax rate.)

Results from this completed form should be used to prepare the Municipal Tax Assessment Warrant, Certificate of Assessment to Municipal Treasurer and Municipal Valuation Return.

FY 2021  
"Correct"

**MAINE REVENUE SERVICES - 2020 MUNICIPAL TAX RATE CALCULATION STANDARD FORM**

Municipality: Wayne

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(must match MVR Page 1, line 10)
- 3. Total taxable valuation of real estate and personal property (Line 1 plus line 2) 3   
(must match MVR Page 1, line 11)
- 4. (a) Total exempt value for all homestead exemptions granted 4(a)   
(must match MVR Page 1, line 14f)
- (b) Homestead exemption reimbursement value 4(b)   
(line 4(a) multiplied by 0.7)
- 5. (a) Total exempt value of all BETE qualified property 5(a)   
(must match MVR Page 2, line 15c)
- (b) BETE exemption reimbursement value 5(b)   
(line 5(a) multiplied by 0.5)  
Municipalities with significant personal property & equipment may qualify for more than 50% reimbursement. Contact MRS for the Enhanced Calculator Form.

DO NOT QUALIFY

- 6. Total valuation base (Line 3 plus line 4(b) plus line 5(b)) 6

**ASSESSMENTS**

- 7. County tax 7
- 8. Municipal appropriation 8
- 9. TIF financing plan amount 9   
(must match MVR Page 2, line 16c + 16d)
- 10. Local education appropriation (Local share/contribution) 10   
(Adjusted to Municipal Fiscal Year)
- 11. Total assessments (Add lines 7 through 10) 11

**ALLOWABLE DEDUCTIONS**

- 12. Anticipated state municipal revenue sharing 12
- 13. Other revenues: (All other revenues that have been formally appropriated to be used to reduce the commitment such as excise tax revenue, tree growth reimbursement, trust fund or bank interest income, appropriated surplus revenue, etc. (Do not include any homestead or BETE reimbursement)) 13
- 14. Total deductions (Line 12 plus line 13) 14
- 15. Net to be raised by local property tax rate (Line 11 minus line 14) 15

- 16.  x 1.05 =  Maximum Allowable Tax  
(Amount from line 15)
- 17.  ÷  =  Minimum Tax Rate  
(Amount from line 15) (Amount from line 6)
- 18.  ÷  =  Maximum Tax Rate  
(Amount from line 16) (Amount from line 6)
- 19.  x  =  Tax for Commitment  
(Amount from line 3) (Selected Rate) (Enter on MVR Page 1, line 13)
- 20.  x 0.05 =  Maximum Overlay  
(Amount from line 15)
- 21.  x  =  Homestead Reimbursement  
(Amount from line 4b) (Selected Rate) (Enter on line 8, Assessment Warrant)
- 22.  x  =  BETE Reimbursement  
(Amount from line 5b) (Selected Rate) (Enter on line 9, Assessment Warrant)
- 23.  -  =  Overlay  
(Line 19 plus lines 21 and 22) (Amount from line 15) (Enter on line 5, Assessment Warrant)

(If Line 23 exceeds Line 20 select a lower tax rate.)

Results from this completed form should be used to prepare the Municipal Tax Assessment Warrant, Certificate of Assessment to Municipal Treasurer and Municipal Valuation Return.



## Wayne Fire Department

P.O. Box 26  
Wayne, Maine 04284



6-17-2020

To: Dennis Bruen, Snow removal contractor  
Cc: Wayne Select Board  
Cc: Wayne Town Manager

Enclosed is a copy of the contract for snow removal at the fire stations and the dry hydrants signed by you and the fire chief on September 20, 2019.

The snow removal contract has a paragraph detailing the need to maintain a four foot distance from the dry hydrants with the snow plow and the snow being pushed by the plow. This area must be shoveled to prevent damage to the dry hydrants. Any side pressure applied to the dry hydrants will break them. A broken dry hydrant may prevent drafting water due to a vacuum leak during an emergency. A broken dry hydrant may also allow sand and rocks to enter the fire pump during water drafting operations causing damage to the water pump internal components and all other fire truck water pumps that are receiving water from that dry hydrant during a water shuttle supplying water to a fire scene. The four foot distance was created after repairing/replacing multiple dry hydrants over the forty plus

years of using them. Since the shoveling requirement was put into place and performed by the plowing contractors the dry hydrants have not suffered from damage by winter plowing. The three fire department chief officers agree that the shoveling at the dry hydrants did not occur as contracted this winter.

During the spring maintenance of the dry hydrants which includes back flushing to remove any sediment that has accumulated in the dry hydrant over the winter and drafting water to ensure a tight seal without any vacuum leaks, the North Wayne road dry hydrant was found damaged and placed out of service. The exposed pipe should remain stationary as the pipe components are glued together, but this dry hydrant will spin freely and move up and down. It has been damaged below the ground and will require digging and removing the entire dry hydrant for repairs and /or replacement depending on the extent of the damage present or additional damage created from the removal of the pipe. Since there is no apparent damage to the part of the dry hydrant exposed above the ground level from being hit by a vehicle or plow, it is believed that the damage was caused by the snow being pushed by the plow and hitting the dry hydrant.

This is a written request for the contractor to work with the fire department chief officers in repairing/replacing the damaged dry hydrant on the North Wayne road.

Respectfully submitted:

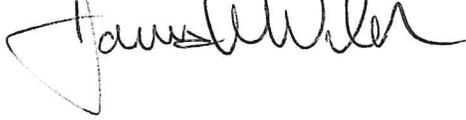
Chief Mercier



Deputy Chief Stevenson



Assistant Chief Welch



**WAYNE FIRE DEPARTMENT  
TOWN OF WAYNE, MAINE  
SNOW REMOVAL CONTRACT FOR WAYNE VILLAGE FIRE STATION  
THE ANDREW S. KNIGHT, JR. FIRE STATION AND  
DRY HYDRANTS**

**One-Year contract: 2019-2020**

This contract will be based upon the following provisions:

**Contractor Responsibilities**

1. To clear the parking lots and aprons at the Fire Stations and dry hydrants as follows:

**WAYNE VILLAGE FIRE STATION**

- Plow and sand/salt, when required, the paved apron in front of the station
- Shovel or otherwise clear the snow from the front of the overhead doors, all side doors, and from the front of the bottle shed and oil fill that is not reached by plowing.
- Plow and sand/salt, when required, the entire parking area to the left of the station as viewed from the road.
- The station will be plowed based on a starting point of 1 inch and not to exceed more than 3 inches at any time unless situation requires more frequent attention. This is a 24 hour a day requirement.
- Road plowed snow shall be removed in a like manner and not allowed to be built up.

**ANDREW S. KNIGHT, JR. FIRE STATION**

- Plow and sand/salt, when required, the paved apron in front of the station
- Shovel or otherwise clear the snow from the front of the overhead doors, all side doors, and from the front of the bottle shed and oil fill that is not reached by plowing.
- Plow a parking area, 10 feet wide, on the left side of the station, as viewed from the road, extending back to the rear of the station.
- Plow a parking area, 20 feet wide, on the right side of the front apron, as viewed from the road, extending from the road to a minimum 5 foot point beyond the oil fill pipe to achieve season long clearance.
- The station will be plowed based on a starting point of 1 inch and not to exceed more than 3 inches at any time unless situation requires more frequent attention. This is a 24 hour a day requirement.
- Road plowed snow shall be removed in a like manner and not allowed to be built up.

**Dry Hydrants**

- The following dry hydrant locations shall be plowed, shoveled or otherwise kept clear
  - A. 522 Main Street
  - B. 262 Pond Road
  - C. 361 Old Winthrop Road
  - D. 267 Mount Pisgah Road
  - E. 223 Lord Road
  - F. 217 North Wayne Road
  - G. 1 Walton Road. The easterly end of the North Wayne Dam. This site includes the plowing of the access road and the turnaround area.

- All hydrant locations shall be cleared so that a fire truck can be parked within eight feet of the hydrant. A minimum three-foot wide path shall be cleared to and around the hydrants.
- **Hydrants need special attention, no plowing within four feet of hydrant. Area closer to each hydrant must be shoveled only. No plowing will be conducted towards any hydrant at anytime. Damage could easily result to the hydrants from snow being pushed by the plow. Contractor will be held responsible for the cost of hydrant repairs caused by the snow clearing process.**
- Hydrants must be cleared as described within eight (8) hours of the end of any storm.
- These areas shall not be plowed until the ground is sufficiently frozen to prevent the rutting of the lawn area. In the event of early season storms, the contractor shall consult with the Fire Chief (or designee) regarding the clearing of these areas. The contractor will be responsible for the repair and reseeding of any lawn area damaged by plowing, unless the damage is done by plowing at the direction of the Fire Chief (or designee).
- Removal of accumulated snow banks may be needed at both stations and the North Wayne dam locations. This will be done as deemed necessary by contractor or by request of the Fire Chief (or designee) at the cost of the contractor.
- **Fire Department plowing requirements shall have priority over other customers the contractor may have.**

2. The contractor agrees to perform the contract as an independent contractor and not as an employee of the Town of Wayne. He/she further agrees to hold the Town of Wayne and the Wayne Fire Department harmless from all claims arising from personal injury resulting from the performance of this contract. The contractor shall annually furnish the Town of Wayne with a Certificate of Insurance indicating the types of coverage plus liability coverage in force of at least \$1,000,000. The contractor shall maintain all required insurance coverage throughout the time period of his/her contract with the Town of Wayne. The contractor shall be responsible for any and all damage to dry hydrants and structures that may result from his/her performance of this contract.

3. The contractor agrees to subcontract under his/her supervision, in the event of an equipment breakdown, or to lease the necessary equipment for the performance of this contract.

4. If the Fire Chief (or designee) feels that the contractor is not performing the work in an acceptable manner, the Fire Chief (or designee) shall inform the contractor to correct the deficiencies. The Fire Chief (or designee) will consider that the contractor is not fulfilling the terms of the contract and will consider the situation to be just cause for terminating the contract for the following reasons:

- A. If the contractor fails to correct the deficiencies within one week after being notified.
- B. If the contractor has been notified three times that the work is unacceptable.

### **Payment**

The Wayne Fire Department agrees to pay the contractor, upon the submission of invoices, in installments as agreed upon at the time of contract signing. In the event the contractor is not able to complete the work required under the terms of this contract, the Fire Chief (or designee) will make provisions to have the work completed and deduct the costs from the contract amount.

Payment will be scheduled for the second warrant of each month in accordance with town policy.

**SNOW REMOVAL CONTRACT FOR THE WAYNE VILLAGE FIRE STATION, THE ANDREW S. KNIGHT, JR. FIRE STATION AND DRY HYDRANTS WITH THE TOWN OF WAYNE**

One Year Contract 2019-2020

Name of Contractor Dennis Bruen

Address PO Box 601 Readfield, ME 04355

Phone 685-9603 Years in snowplowing business 31

Please list the names, addresses and phone numbers of at least three towns and/or individuals that are familiar with your snow plowing work.

Town of Wayne PO Box 400 Wayne ME 04284

Peggy Cross 21 Rolling Lane Dover, MA 02030 <sup>cell</sup> 1-508-479-1432

Roger Halvorsen PO Box 211 Kents Hill, ME 04349 <sup>cell</sup> 1-339-440-1218

Contract amount: For 2019-2020 \$5600.00 payable in (6) installments of \$933.33 each.

I/We have read the specifications for the snow removal for Wayne Fire Department, and agree to perform the work described under those conditions for the above stated amounts.

Signed: Dennis Bruen

Dennis Bruen Date: 9-20-19  
Contractor

[Signature] Date: 9-20-19  
Fire Chief

[Signature] Date: 9/20/19  
Witness

# 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>

July 26, 2020

Michael Wasylow  
8 Arnold Place  
Norton, MA 02766

To Mr. Wasylow:

I am writing to inform you, that the Selectboard has received several complaints of excessive noise from a few local campgrounds in town.

After reviewing local ordinances to address these complaints, we have found, we have not been following the Town's *Mobile Home Park, Recreational Vehicle (RV) Park, and Campground Ordinance*, Section 1. D. Permits Required 3. Renewal Permits. The Town has not conducted site inspections or issued a renewal permits in a few years As a result, the Town will be conducting site inspections of all local campgrounds and issuing renewal permits this fall.

Also, at same time, we will be reviewing current Ordinances including but not limited to *Mobile Home Park, Recreational Vehicle (RV) Park, and Campground Ordinance* and researching the potential implementation of Noise or Special Amusement Ordinances to help protect the quality of life that makes Wayne such a desirable place to live, work, and play.

Our Code Enforcement Officer or I will be in touch with you shortly to plan for a site inspection. Thank you in advance for your cooperation and input.

If you have any questions, please don't hesitate to contact me at (207) 685-4983 or [townmanager@waynemaine.org](mailto:townmanager@waynemaine.org).

Sincerely,

Aaron Chrostowsky  
Town Manager

Cc: Jaime Hanson, Code Enforcement Officer  
Stephen McLaughlin, Chairperson, Planning Board  
Selectboard



**Bernstein, Shur,  
Sawyer & Nelson, P.A.**  
100 Middle Street  
PO Box 9729  
Portland, ME 04104-5029

T (207) 774 - 1200  
F (207) 774 - 1127

August 3, 2020

Philip R. Saucier  
(207) 228-7160  
psaucier@bernsteinshur.com

Attorney General Aaron Frey  
Office of the Maine Attorney General  
109 Sewall Street  
Augusta, Maine 04330

Re: Town of Wayne Mooring Ordinance; State Enforcement of Channels in Great Ponds

Dear Attorney General Frey:

Our firm represents the Town of Wayne, who has asked us to contact your office regarding municipal authority to regulate and establish boundary lines of channels in great ponds under 38 M.R.S. §§ 2 & 3. Specifically, the Town respectfully requests your Office's guidance on the following two questions:

1. Does the home rule provision in 7 M.R.S. § 7 allow the Town of Wayne to enact an ordinance that supersedes State regulation with respect to the boundary lines of navigable channels and the placement of moorings?
2. Are moorings that have been placed before State regulations were enacted grandfathered or can the State require such moorings to be moved?

By way of background, on February 18, 2020 the Wayne Board of Selectmen adopted regulations to set a 20' navigable channel in response to concerns about the channel and location of moorings located in the Androscoggin Yacht Club Cove ("The Mooring Ordinance"; a copy is attached to this letter). In doing so, the Board expressly declined to require a permit or assign locations for moorings, but instead established reasonable regulations for the private placement of moorings under its authority in 38 M.R.S. ch. 1, sub-ch. 1. The Town does not have a harbormaster.

After the Board set a 20' navigable channel pursuant to the authority in the Ordinance, the Maine Warden Service removed the channel markers and asserted state control over the channel. In a recent meeting attended by representatives of the Department of Inland Fisheries & Wildlife, the Maine Warden Service, the Department of Agriculture, Conservation, & Forestry, the Town of Wayne, and the Androscoggin Yacht Club, and several State legislators, the State agency representatives present at the meeting notified the participants that under their interpretation State regulations regarding the placement of moorings and location of channel boundary lines in

August 3, 2020

Page 2

great lakes supersede municipal regulations adopted under 38 M.R.S. § 7 – and therefore the Town's Ordinance was preempted.

At the meeting the Warden Service agreed not to take any enforcement actions on mooring placements in the Cove until your Office renders an opinion on these issues, and at the conclusion of the meeting the participants agreed that this issue should be resolved by your Office.

Thank you for your assistance with this matter and the Town looks forward to working with you as it seeks to ensure a safe and navigable channel on Androscoggin Lake.

Sincerely,

Philip R. Saucier

cc: Hon. Shenna Bellows, State Senator District 14  
Hon. Jeffrey Timberlake, State Senator District 22 (representing Wayne)  
Hon. Dennis Keschl, State Representative District 76 (representing Wayne)  
Town of Wayne Board of Selectmen  
Aaron Chrostowski, Wayne Town Manager (via email)  
Walter McKee, Esq., Androscoggin Yacht Club (via email)