

# **Town of Wayne Board of Selectmen**

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

## **Meeting Agenda**

**Date:** Tuesday, December 13, 2016

**Time:** 6:30 PM

**Place:** Wayne Elementary School – Gymnasium

**Call Meeting to Order.**

**Pledge of Allegiance.**

**Selectmen Present / Quorum.**

**Meeting Minutes.**

- a. Consider approving of meeting minutes of the Wayne Board of Selectmen – November 29, 2016.**  
Manager Recommendation: Move the Board to approve meeting minutes of the Wayne Board of Selectmen – November 15, 2016.

**Warrants.**

- a. Consider approving of Payroll Warrant #25.**  
Manager Recommendation: Move the Board to approve Payroll Warrant #25.
- b. Consider approving of Payroll Warrant #26.**  
Manager Recommendation: Move the Board to approve Payroll Warrant #26.
- c. Consider approving of Accounts Payable Warrant #27.**  
Manager Recommendation: Move the Board to approve Accounts Payable Warrant #27.

**Business Agenda.**

- a. Consider advertising for bids for Winter Lot Maintenance.**  
  
Manager Recommendation: Move the Board to authorize the Town Manager to advertise for bids for Winter Lot Maintenance.
- b. Discuss Legalization of Marijuana in Maine.**  
  
Manager Recommendation: Take any action as needed.
- c. Discuss Wing Cemetery.**  
  
Manager Recommendation: Take any action as needed.

**d. Discuss Maranacook Regional Recycling & Solid Waste Facility Agreement**

Manager Recommendation: Take any action as needed.

**Supplements and Abatements.**

**Town Manager Report.**

**Board Member Reports.**

**Public Comments.**

**Adjourn.**

The next regularly scheduled **Board of Selectmen Meeting** is scheduled for **Tuesday January 10, 2017 at 6:30 PM** at the Wayne Elementary School - Gymnasium.

**Town of Wayne, Maine  
Select Board Meeting Minutes  
Tuesday November 29, 2016  
Wayne Elementary School**

**Call Meeting to Order/ Selectmen Present**

Gary Kenny determined quorum and called meeting to order at 6:31 PM with the following members present: Gary Kenny, Stephanie Haines, Don Welsh, Jonathan Lamarche and Trent Emery.

Others Present: Aaron Chrostowsky, Town Manager  
Audience: Peter Davis and Peter Emery

**Pledge of Allegiance**

**Meeting Minutes**

- a. The Board moved to approve meeting minutes of the Board of Selectmen for November 15, 2016. (Haines/ Welsh) (5/0).
- b. The Board moved to approve meeting minutes of the Board of Selectmen for November 17, 2016. (Haines/Lamarche) (4/0/1)(Haines abstaining).

**Warrants**

- a. The Board approved Warrant #23 (Payroll) in the amount of \$6,371.81. (Emery/Welsh) (5/0).
- b. The Board approved Warrant #24 (Accounts Payable) in the amount of \$25,031. (Welsh/Haines) (5/0).

**Business Agenda**

- a. The Board moved to approve the draft Lovejoy Regional Recycling & Solid Waste Facility Agreement with following comments:
- b. Authorized the Town Manager/ Road Commissioner to pay half of the Town's portion equally from the Water Quality Capital Reserve Fund (\$2,439) and the Village Improvement Capital Reserve Fund (\$2,439) for the Town Boat Launch. (Haines/Lamarche) (5/0).
- c. **Update on Open Space Committee.**

The Town Manager explained that the Open Space Committee at their last meeting we developed consensus regarding the Wilson Pond. **Goal 1:** Keep the property whole, don't subdivide; **Goal 2:** Make the Town whole – recover all back taxes, no interest and all legal fees; **Goal 3:** Conserve the property. No final recommendation yet. We will be meeting with Kennebec Land Trust in December.

**d. Media and Social Media Platforms for both the Wayne Community and Town of Wayne.**

Town Manager explained to the Board of Selectmen of the need to better communicate to community regarding "Community Events" to residents. He recommended creating a community Facebook page – "Wayne Community Happenings."

**e. Unfortunate Removal of Apple Tree in Town Right-of-Wayne on the Gott Road.**

The Town Manager explained that the Town contracted with Stevenson Solutions to remove several trees and brush on the Gott Road near the intersection with Old Winthrop Road. Unfortunately, due to a miss communication by Stevenson Solutions an Apple Tree was cut in the Town-Right-of-Way. Peter Davis was very concerned about the nature this type of work is done in town. Peter Emery was concerned about the quality of the work that was done by the contractor. Consensus was developed by the Board and Town Manager that all future tree/brush removal work require contracts, notify all residents that work is being done in the Town right-of-way, and develop plan and approved by Selectmen before work is done.

**f. Consider advertising for bids for Winter Highway Maintenance.**

The Board authorized the Town Manager to advertise for bids for Winter Highway Maintenance. (Haines/Lamarche) (5/0).

**g. Consider advertising for bids for Winter Lot Maintenance.**

Tabled agenda item until next meeting.

**Abatements/Supplements: None**

**Town Manager Report:**

Town Manager stated that he will be meeting with Buzz Shultz, a representative of the Wing Cemetery Association. He wants to discuss turning over the cemetery to the Town.

**Town News – December 2016**

This month the **Board of Selectmen** will be meeting on **December 13 at 6:30 PM** at the **Wayne Elementary School Gymnasium**.

In observance, of the holiday season the Board of Selectmen regularly scheduled meeting on **Tuesday December 27<sup>th</sup>, 2016** will be cancelled. There next regularly scheduled meeting **Tuesday January 10, 2017** at 6:30 PM.

Don't forget to license your dog. Dog tags are available at the Town Office. Your dog will be assessed a \$25 late fee on January 1st, 2017. Contact the Town Office for details.

The Town's **Assessor Agent** Matt Caldwell from RJD Appraisal will be available by appointment on **Monday December 26, 2016** to answer any questions you might have about your assessment or tax bill. Please contact, the Town Office to schedule an appointment.

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

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

- **Christmas Day (Holiday Observance)**, Mon. Dec. 26, 2016 – Closed
- **New Years' Day (Holiday Observance)**, Mon. Jan. 2, 2017 - Closed

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

- **Christmas Eve**, Sat. Dec. 24, 2016 – Open: 8:00 AM to 12:00 PM
- **New Years' Eve**, Sat. Dec. 31, 2016 – Open: 8:00 AM to 12:00 PM

The Board of Selectmen and Town Office Staff hope you all have a safe and enjoyable holiday season!

**Board Member Reports:** None

**Public Comments:** None

**Adjourn.**

Motion to Adjourn at 8:29 PM. (Haines/Welsh) (5/0)

The next Select Board Meeting is scheduled for Tuesday, December 13, 2016 at 6:30 p.m. at the Wayne Elementary School Gymnasium.

Recorded by:  
Aaron Chrostowsky, Town Manager

Select Board Members

\_\_\_\_\_  
Gary Kenny

\_\_\_\_\_  
Stephanie Haines

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

\_\_\_\_\_  
Jonathan Lamarche

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

# *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>

## **Winter Lot Maintenance: Sanding, Salting and Snowplowing Advertisement for Bids**

The Town of Wayne is looking for a qualified contractor to provide **Winter Lot Maintenance: Sanding, Salting and Snowplowing** on town roads. For complete bid specifications, go online to [www.waynemaine.org](http://www.waynemaine.org) or contact the Town Office.

All bids must be submitted on the form supplied by the Town in sealed bid format. All questions regarding the bidding or specifications must be directed to Aaron Chrostowsky, Town Manager, by mail at P.O. Box 400, 48 Pond Road, Wayne, ME 04284, by email at [townmanager@waynemaine.org](mailto:townmanager@waynemaine.org), by fax at (207) 685-3836 or by telephone at (207) 685-4983.

**Bids due no later than Thursday January 5, 2017 at 1:00 PM.**

**Bids opened on Thursday January 5, 2017 at 1:00 PM.**

**Bids awarded on Tuesday January 10, 2017 at 6:30 PM by Selectboard**

The Board of Selectmen reserves the right to waive formalities or reject any or all bids when such action is in the best interest of the Town.

**TOWN OF WAYNE, MAINE**  
**Winter Lot Maintenance:**  
**Sanding, Salting and Snowplowing**

**Town Facilities:**

**North Wayne Building, Ladd Recreation Center, Wayne Village Fire Station, Andrew S. Knight, Jr. Fire Station and Dry Hydrants**

**Bid Specifications for a**  
**4-Year Contract Term: July 1st, 2018 to June 30th, 2021**

The **Town of Wayne, Maine**, by and through its Municipal Officers, the Board of Selectmen (referred to as "**Town**"), and "**Contractor**" which is a partnership / corporation (referred to as "**Contractor**") to perform winter highway maintenance: sanding, salting and snowplowing for the following fiscal years: **July 1st, 2017 to June 30th, 2018** of the first year; **July 1st, 2018 to June 30th, 2019** of the second year; **July 1st, 2019 to June 30th, 2020** of the third year; and **July 1st, 2020 to June 30th, 2021** of the fourth year; **2018, 2019, 2020 and 2021**, with a renewal option for **2022**.

**SPECIFICATIONS FOR CONTRACT**

The Town of Wayne is a municipal corporation of the State of Maine, with a Town Meeting/Board of Selectmen/Town Manager form of government. The Town has numerous town facilities that it wishes to have maintained.

**1. SERVICES: WHAT AND WHEN**

The successful bidder (hereinafter referred to as the "**Contractor**") agrees to sand as well as remove ice and snow from the following Town facilities. The term of this contract shall begin on **July 1st, 2017** and expire on **June 30th, 2021**, unless extended by the Town.

**A. North Wayne Building (3 Lovejoy Pond Road):**

- Plow and sand, when required, **parking lot**;
- Shovel, or otherwise clear, the snow on the **building entrance ramp and doorway**; and
- Keep the **mailboxes** clear for deliveries.

*Plowing and sanding will be performed to allow for the normal operation of the building and for the necessary essential critical access of emergency vehicles.*

**B. Ladd Recreation Center (26 Gott Road):**

- Plow and sand, when required, **driveway adjacent to main building**;
- Plow and sand, when required, **front parking lot**;
- Plow and sand, when required, **roadway to back parking lot** (Tennis Courts and Snowmobile Club Association Building);
- Plow and sand, when required, **back parking lot** (Tennis Courts and Snowmobile Club Association Building); and
- Shovel, or otherwise clear, the snow from the **front of the main building entry doors and walkways**;

**Town of Wayne, Maine - Winter Highway Maintenance: Sanding, Salting and Snowplowing Contract**  
**Specifications - FY 2018 - 2021**

**TOWN OF WAYNE, MAINE  
Winter Lot Maintenance:  
Sanding, Salting and Snowplowing**

**Town Facilities:**

**North Wayne Building, Ladd Recreation Center, Wayne Village Fire Station, Andrew S. Knight, Jr. Fire Station and Dry Hydrants**

**Bid Specifications for a**

**4-Year Contract Term: July 1st, 2018 to June 30th, 2021**

*Plowing and sanding will be performed to allow for the normal operation of the building and for the necessary essential critical access of emergency vehicles.*

**C. Wayne Village Fire Station (Main Street):**

- Plow and sand, when required, the **paved apron in front of the station;**
- Plow and sand, when required, the **entire parking area to the left of the station;**
- Shovel, or otherwise clear, the snow from the **front of the overhead doors;**
- Shovel, or otherwise clear, the snow from the **front of the bottle shed** and the **side door of the station;** and
- Shovel, or otherwise clear, a minimum three-foot wide path to the **oil fill pipe on the right side of the station.\***

*Plowing and sanding will be performed to allow for the normal operation of the building and for the necessary essential critical access of emergency vehicles.*

**D. Andrew S. Knight, Jr. Fire Station (Kents Hill Road):**

- Plow and sand, when required, the **paved apron in front of the station;**
- Plow and sand parking area, 20 feet wide, on the left side of the station, extending back to the rear of the station;\*
- Plow and sand parking area, 20 feet wide, on the right side of the front apron, extending from the road to the front of the station;\*
- Plow and sand the parking area in front of the “North Wayne Schoolhouse” building;
- Shovel, or otherwise clear, the snow from the front of the overhead doors and the side doors.

*Plowing and sanding will be performed to allow for the normal operation of the building and for the necessary essential critical access of emergency vehicles.*

**E. Dry Hydrants:**

The following dry hydrant locations shall be plowed, shoveled, or otherwise kept clear:

- **Main Street**, adjacent to the bridge;\*
- **Pond Road**, at pond near Bergman residence;
- **Old Winthrop Road**, at pond near Gingerbread Farms;
- **Mt. Pisgah Road**, on Wilson Pond near Winthrop Town Line;
- **Lord Road**, at the end of town road/ turnaround;
- **North Wayne Road**, near Winthrop Town Line;
- **North Wayne Dam Fire Access Road**, east side of dam. This site includes the plowing of the access road and turn around area.

All hydrant locations shall be cleared, so that a fire truck can be parked within ten (10) feet of the hydrant. A minimum six-foot wide path shall be cleared to the hydrants.

**Town of Wayne, Maine - Winter Highway Maintenance: Sanding, Salting and Snowplowing Contract Specifications - FY 2018 - 2021**

**TOWN OF WAYNE, MAINE**  
**Winter Lot Maintenance:**  
**Sanding, Salting and Snowplowing**

**Town Facilities:**

**North Wayne Building, Ladd Recreation Center, Wayne Village Fire Station, Andrew S. Knight, Jr. Fire Station and Dry Hydrants**

**Bid Specifications for a**  
**4-Year Contract Term: July 1st, 2018 to June 30th, 2021**

*Plowing and sanding will be performed to allow for the normal operation of the building and for the necessary essential critical access of emergency vehicles.*

- F. As noted above, the following areas marked with an asterisk (\*) shall not be plowed until the ground is sufficiently frozen to prevent the rutting of the lawn. In the event of a severe, early (or late) season storm, the Contractor shall consult with the Town Manager (or his designee) regarding the clearing of these areas. The contractor will be responsible for the repair and reseeded of any lawn area damaged by plowing, unless the damage is done by plowing at the direction of the Town Manager (or his designee).
- G. Contractor shall commence plowing when there is **no more than 3 inches of snow accumulated on lots or pedestrian walk ways**. Provide and apply sand/ salt to all of the above areas as required to prevent unsafe conditions for vehicles and pedestrians. The **“Highway Sand/ Salt Shed”** and **“Resident Sand/ Salt Shed”** located on Fairbanks Road is not for use by the Winter Lot Maintenance contractor.

**2. INSURANCE.**

The Contractor agrees to purchase and maintain commercial general liability insurance in an amount of one million (\$1,000,000) dollars for personal injury, death or property damage claims, automobile liability, and worker’s compensation liability which may arise from mowing operations under the contract. The Contractor further agrees to indemnify, assume the defense of and save harmless the Town of Wayne, its agents and employees from liability, actions, claims or damage for wrongful death, personal injuries or property damage suffered by any person or association, which results from the willful or negligent action or inaction of the Contractor in the performance of duties and the work performed under the contract.

**3. INDEMNIFICATION.**

The Contractor agrees to hold the Town of Wayne harmless from any claim of death, injury, property damage or other loss that may result from the Contractor’s performance of mowing operations under the contract. In the event that such a claim is made against the Town of Wayne, the Contractor shall defend the Town of Wayne, and shall pay any amount (indemnify) for which the Town of Wayne may be held liable in a legal action for such claims.

**4. SUPERVISION AND CONTROL.**

The Contractor, as an independent contractor, has a right and duty to supervise and control their own employees, agents and equipment. The Town of Wayne Board of Selectmen or their designees has a right to inspect plowing operations and notify you of any problems, errors or non-performance. The Board of Selectmen may order that work be done in a satisfactory manner to be determined by them.

**Town of Wayne, Maine - Winter Highway Maintenance: Sanding, Salting and Snowplowing Contract Specifications - FY 2018 - 2021**

**TOWN OF WAYNE, MAINE**  
**Winter Lot Maintenance:**  
**Sanding, Salting and Snowplowing**

**Town Facilities:**

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**Bid Specifications for a**  
**4-Year Contract Term: July 1st, 2018 to June 30th, 2021**

**5. BILLS AND CLAIMS.**

Contractor, as an independent contractor, is responsible for all costs and bills for labor, materials, equipment, fuel, and other items incurred in the performance of this contract. The Town of Wayne will not pay such bills.

**6. BREACH OF CONTRACT.**

If the Contractor is in violation of any terms of the contract, or if a majority of the Board of Selectmen vote that the work described in the contract is being performed unsatisfactorily, the Town of Wayne shall immediately give oral notice to the Contractor. Upon receipt of such notice, the Contractor shall be given reasonable time ("Reasonable Time" may vary depending on the nature of the breach, and weather conditions) to comply with the terms and conditions of the contract or rectify the unsatisfactory work. In the event that the Contractor still does not (for whatever reason) perform duties of the contract to the satisfaction of the Board of Selectmen, or if the Contractor is not in compliance with the terms of the contract, the Town of Wayne shall have the following options:

1. Terminate the Contract: The Board of Selectmen may terminate the contract by sending the Contractor a written notice, stating the reason for the termination. Contractor shall be paid for all work that is satisfactorily done by that time, but the remainder of the money due under the contract may be used to obtain another contractor to conduct plowing operations.
2. Substitution: The Board of Selectmen may hire a substitute contractor to conduct specified plowing operations for any period of time considered necessary.
3. The Board of Selectmen shall also seek any other legal remedies available to enforce the contract.

**7. PAYMENT SCHEDULE.**

The Town of Wayne will pay the contractor in six (6) equal installments, as follows:

**8. RENEWAL.**

The Town reserves the right and is the option to extend this contract for one (1) additional year, at the terms and conditions set forth herein. The Town must exercise its option by sending written notice thereof to the Contractor no later than three months prior to the expiration of this contract.

**TOWN OF WAYNE, MAINE  
Winter Lot Maintenance:  
Sanding, Salting and Snowplowing**

**Town Facilities:  
North Wayne Building, Ladd Recreation Center, Wayne Village Fire Station, Andrew S. Knight, Jr. Fire  
Station and Dry Hydrants**

**Bid Specifications for a  
4-Year Contract Term: July 1st, 2018 to June 30th, 2021**

**9. ASSIGNMENT, AMENDMENT, SEVERABILITY, AND JURISDICTION.**

The Contractor's rights and duties under this contract cannot be assigned or transferred by the Contractor to another person or entity without the express written consent of the Board of Selectmen. This contract may be amended only by written consent of the Board of Selectmen. If any part of this contract is declared by a court to be void and unenforceable, the rest of the contract continues to be valid and effective. This contract is governed by the laws of the State of Maine.

In witness whereof, the parties, or their duly authorized agents, execute this agreement on the 10th day of January, 2017.

FOR THE TOWN OF WAYNE

FOR THE CONTRACTOR

\_\_\_\_\_  
Town Manager

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**TOWN OF WAYNE, MAINE**  
**Winter Lot Maintenance:**  
**Sanding, Salting and Snowplowing**

**Town Facilities:**  
**North Wayne Building, Ladd Recreation Center, Wayne Village Fire Station, Andrew S. Knight, Jr. Fire Station and Dry Hydrants**

**Bid Specifications for a**  
**4-Year Contract Term: July 1st, 2018 to June 30th, 2021**

**BID FORM**

***The Board of Selectmen reserves the right to waive formalities or reject any or all bids when such action is in the best interest of the Town.***

***The Contractor shall furnish, to the municipality, a certificate of insurance, with bid form demonstrating insurability.***

Priority will be given to the contractor who demonstrates the most durable and affordable cost deal to Town.

**Year 1: July 1st, 2017 to June 30th, 2018** \_\_\_\_\_

**Year 2: July 1st, 2018 to June 30th, 2019** \_\_\_\_\_

**Year 3: July 1st, 2019 to June 30th, 2020** \_\_\_\_\_

**Year 4: July 1st, 2020 to June 30th, 2021** \_\_\_\_\_

**Year 5: July 1st, 2021 to June 30th, 2022 (Renewal Option)** \_\_\_\_\_

\_\_\_\_\_  
**Date:** \_\_\_\_\_ **Company:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_ **Name of Signer:** \_\_\_\_\_

\_\_\_\_\_  
**Title of Signer:** \_\_\_\_\_

\_\_\_\_\_  
**Signature:** \_\_\_\_\_

**Tel. No.:** \_\_\_\_\_

**Fax No.:** \_\_\_\_\_

**Town of Wayne, Maine - Winter Highway Maintenance: Sanding, Salting and Snowplowing Contract Specifications - FY 2018 - 2021**



## Legal Marijuana & Municipalities

Maine Townsman - December, 2016

Last month Maine voters narrowly approved a ballot measure legalizing the personal use, possession and cultivation of marijuana by persons 21 years of age and older and the operation of retail marijuana stores, marijuana cultivation, manufacturing and testing facilities, and marijuana social clubs for on-premises sale and consumption.

Barring other developments (for instance, a recount resulting in reversal of the vote), the new law will take effect either 30 days after the Governor proclaims the results of the vote or, if additional funds are required to implement the new law (as appears likely), 45 days after the next regular session of the Legislature convenes. In any event, the effective date of the new law will almost certainly be no earlier than sometime in January 2017, but it could be considerably later depending on a number of as-yet-unknowns.

As of the effective date -- whenever it may be -- it will be legal for adults to use, possess and cultivate "recreational" amounts of marijuana. However, retail marijuana stores and social clubs and commercial-scale cultivation, manufacturing and testing facilities will require annual State licenses under the new law. And the Department of Agriculture, Conservation and Forestry has up to nine months to adopt rules for licensing and operation of these establishments. So as a practical matter they will not be able to obtain licenses or operate legally until at least late 2017.

Under the new law, all required State licenses apparently require local approval as well, though it is not yet clear who on the local level decides or on what basis. Municipalities are also authorized, by ordinance, to regulate the number, location and operation of retail marijuana stores, marijuana cultivation, manufacturing and testing facilities, and marijuana social clubs, and to impose a separate local licensing requirement. In the alternative, municipalities may, by ordinance, entirely prohibit any or all of these establishments.

For municipalities that may want to allow but regulate retail marijuana stores, marijuana cultivation, manufacturing and testing facilities, and marijuana social clubs, it will be difficult to calculate how best to do so until after final rulemaking by the department and perhaps corrective or at least clarifying legislation. This will all probably take many months. To prevent unwanted developments in the meantime, we recommend adopting a moratorium ordinance. For a sample, [click here](#).

For general information and advice on moratorium ordinances, see our "Information Packet" on the subject, available free to members at [www.memun.org](http://www.memun.org).

For municipalities that want to prohibit retail marijuana stores, marijuana cultivation, manufacturing and testing facilities, and marijuana social clubs entirely, there is no need to wait for rulemaking or more legislation. An ordinance prohibiting these establishments can be enacted any time (but probably the sooner the better) before State licensing begins, probably in late 2017. For a sample, [click here](#).

For more on the legal as well as the practical implications of the new law, be sure and watch for two full-length articles planned for the February 2017 issue of the Maine Townsman.

Search Legal Notes:

[Search](#)

Also, MMA is sponsoring a workshop on the new law on Feb. 28, 2017, in Freeport. Presenters will be attorneys from the Portland law firm of Drummond Woodsum. Watch for details and registration information on our website ([www.memun.org](http://www.memun.org)). (By R.P.F.)

### **Return**

*This information is intended for general information purposes only and is not meant as legal advice. This information should not take the place of a thorough review of pertinent statutes, consultation with legal counsel, or other specific guidance on the subject.*



## Moratorium Ordinances

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

Date of last revision: 12/2015

### This packet includes the following attachments:

- Title 30-A M.R.S.A. Section [4301](#), [4314](#), [4356](#) and [4360](#)
- Title 1 M.R.S.A. Section [302](#)
- "[Ordinance Enactment](#)," *Maine Townsman*, "Legal Notes," April 1989
- "[Municipalities May Give Ordinances a Retroactive Effect](#)," Gary Wood, Esq. 1988
- *Sample [Town of Arundel's Moratorium Ordinance](#)*
- *Sample [Town of Durham's Moratorium Ordinance](#)*
- "[Growth Caps: The Light Turns Yellow, Not Green](#)," Christopher Vaniotis, Esq., *Maine Townsman*, July 2000

### Important issues and considerations include:

#### I. Statutory Authority and Requirements

A moratorium (as defined in 30-A M.R.S.A. § 4301) is an ordinance that "temporarily defers" land use activity or development in order to give officials time and the opportunity to plan for accommodating or managing development. Development moratoria are specifically authorized by 30-A M.R.S.A. § 4356, subject to certain requirements set forth in the statute. These statutory requirements are express limitations on municipal home rule authority (see *Perkins v. Town of Ogunquit*, 1998 ME 42). Therefore, any development moratorium must comply with these requirements; municipalities have no other legal alternative for temporarily halting development for which they may be unprepared.

The principal statutory requirement for a development moratorium is that it be necessary either (1) to prevent a shortage or overburdening of public facilities (e.g., sewer, water, roads, schools, public safety), or (2) because existing plans, ordinances or regulations, if any, are inadequate to prevent serious public harm. Either of these rationales will suffice, though a municipality should cite both as justification for a moratorium if there is a factual basis for doing so. In order to create a record for a reviewing court in the event the ordinance is challenged, every moratorium ordinance should include a preamble that recites the facts which demonstrate the necessity for the moratorium. While factual justification is critical, courts will not second-guess a municipality's determination of necessity; a moratorium, like any other municipal ordinance, is presumed valid, and the challenger must establish "the complete absence" of any facts supporting the need for a moratorium (*Minster v. Town of Gray*, 584 A.2d 646 (Me. 1990)).

#### II. Limited Duration; Extensions

The statute limits the duration of development moratoria to a definite term of not more than 180 days. A moratorium may be extended for additional 180-day periods, though, if the municipality finds that (1) the problem necessitating the moratorium still exists, and (2) reasonable progress is being made to alleviate the problem. Both findings are important, but the second clearly implies an affirmative duty on the municipality's part to address the underlying circumstances and to do so in a responsible, timely fashion.

The municipality's legislative body (town meeting or council) is the party that must enact the initial moratorium ordinance. However, in municipalities where the town meeting is the legislative body, the municipal officers (board of selectpersons) have the authority to adopt an ordinance extending a moratorium in compliance with these provisions, after notice and hearing. No town meeting vote is necessary to adopt an ordinance that extends a moratorium, only to enact the initial moratorium.

### III. Pending Proceedings; Retroactivity

Under 1 M.R.S.A. § 302, "pending proceedings" (i.e., permit applications for which substantive review has commenced) are not affected by the adoption of new ordinances, including moratoria. Thus, a development moratorium passed after an application has been filed and substantive review has begun ordinarily will not apply to that proposal. However, the Maine Supreme Court has held that this rule of "prospectivity" may be overcome and that, with careful planning and drafting, a moratorium can apply retroactively to pending or already permitted projects (see "Municipalities May Give Ordinances a Retroactive Effect," 1988, linked above).

How far back in time a moratorium ordinance can be applied is an open issue. We recommend that a moratorium ordinance should not apply any earlier than the date that the moratorium ordinance was proposed. However, the Maine Supreme Court has approved the retroactive application of an ordinance amendment that reaches back to an earlier date than that. In *Kittery Retail Ventures, LLC v. Town of Kittery*, 2004 ME 65, 856 A.2d 1183, the Town adopted an amendment to a zoning ordinance in September 2000 that purported to be effective retroactively to September, 1999 – well before the date of the ordinance amendment's introduction (in June, 2000) and well before the filing of the application that the Planning Board ultimately denied. While the Court held that the ordinance amendment could not be effective retroactive to that date (since the Town charter specified that ordinances become effective 30 days after enactment), it did hold that the ordinance amendment could be applied to applications pending on the specified date – a date earlier than the June 2000 application and earlier than the June proposal and enactment of the ordinance amendment.

Municipalities may not nullify or amend a municipal land use permit by subsequent enactment, amendment or repeal of an ordinance more than 45 days after the permit has received final approval. 30-A M.R.S.A. § 3007(6). A "municipal land use permit" includes a building permit, zoning permit, subdivision approval, site plan approval, conditional use approval, special exception approval, or other land use permit or approval. "Nullify or amend" means to nullify or amend a permit directly or to nullify or amend any other permit in a manner that effectively nullifies or amends the permit. Ordinances may still be made applicable retroactively to pending permit applications, however. This law, which became effective September 28, 2011, protects only permits that have been finally approved and only after 45 days have elapsed.

### IV. Form and Contents

A development moratorium is a type of ordinance and should be in the form of an ordinance and acted upon as such (see "Ordinance Enactment," linked above). A valid moratorium ordinance should recite its factual basis, cite its legal authority (30-A M.R.S.A. § 4356), define its terms (especially the type of "development" to which it applies), and prohibit both development and the processing of applications and the issuance of permits for development. It also may specify the penalties for violation (see 30-A M.R.S.A. § 4452), although this is arguably not necessary. Linked above, see the ordinances from the towns of Arundel and Durham.

### V. Moratorium vs. "Rate of Growth" Ordinance

For years there has been a debate among municipal attorneys as to whether a "slow-growth" or "rate of growth" ordinance, such as a cap on building permits or on sewer user permits, is a moratorium ordinance which must meet the requirements of 30-A M.R.S.A. § 4356. In *Home Builders Association of Maine v. Town of Eliot*, 2000 ME 82, 750 A.2d 566, the Maine Supreme Court upheld the Town's "Permit Limitation Ordinance" against an attack that it failed to meet the requirements of § 4356 and was unconstitutionally vague. However, the decision in the *Home Builders Association* case is specific to that ordinance and to the facts of that case. Because the Eliot ordinance did not prevent all development but allowed a number of housing starts, because the ordinance was consistent with the State Growth Management Act's goals of encouraging orderly growth and development and of planning for anticipated growth and development, and because the ordinance's cap on permits was not an unreasonable limit, the Maine Supreme Court upheld the ordinance. Shortly thereafter, the Maine Superior Court upheld the Town of Wells' "Residential Growth Control Ordinance" against a similar challenge. (*Inland Golf Properties, Inc. v. Inhabitants of Town of Wells* (Me. Super. Ct. Dkt. No. AP-98-040, York Cty. May 11, 2000).) Most recently, the Federal District Court for the District of Maine relied upon the Maine Supreme Court's decision in *Home Builders Association*, and upheld the Town of York's growth limitations (*Currier Builders v. Town of York, Maine*, 146 F.S.2d 71 (D. Me. 2001)). If your municipality is

contemplating such a slow growth ordinance, be sure to consult with your town attorney to evaluate whether the proposed ordinance is defensible under the Home Builders Association decision.

"Rate of growth" ordinances (as defined in 30-A M.R.S.A. § 4301) are now also governed by some specific requirements in 30-A M.R.S.A. §§ 4314 and 4360.

#### **VI. Temporary Moratorium not a "Taking" Under Federal constitution**

The U. S. Supreme Court has held that a local temporary land use moratorium did not constitute a taking of property without just compensation and therefore did not violate the U.S. Constitution, *Tahoe-Sierra Preservation Council, Inc. v. Tahoe Regional Planning Agency*, 535 U.S. 302, 122 S.Ct. 1465 (2002). However, whether a regulation such as a temporary moratorium ordinance is a "taking" that would entitle a party to damages and attorneys fees is fact-specific – it depends upon an analysis of the facts in a particular situation on a case-by-case basis.

#### **VII. Legal Counsel**

Moratoria often are prompted by unanticipated and controversial development proposals, and they sometimes suspend projects that are far along in the planning stage. They may adversely affect powerful interests with the will and money to mount a serious legal challenge. To defend against this prospect and ensure that a moratorium holds fast, the municipality should retain local legal counsel from the outset to assist in drafting and in advising municipal officials.

*[Note: This model ordinance was initially prepared by the law firm of Jensen, Baird, Gardner and Henry, and with their permission, was modified for use as a model ordinance. MMA Legal Services provides this moratorium as an example only. Local counsel should be consulted first before enacting a moratorium.]*

**MUNICIPALITY OF \_\_\_\_\_ MORATORIUM  
ORDINANCE ON RETAIL MARIJUANA ESTABLISHMENTS AND RETAIL  
MARIJUANA STORES AND RETAIL MARIJUANA SOCIAL CLUBS**

WHEREAS, the “Marijuana Legalization Act,” has become law in Maine, codified in the Maine Revised Statutes in Title 7, chapter 417; and

WHEREAS, the Marijuana Legalization Act (hereinafter, “Act”) authorizes municipalities to regulate the number of retail marijuana stores and the location and operation of retail marijuana social clubs and retail marijuana establishments, including retail marijuana stores, retail marijuana cultivation facilities, retail marijuana products manufacturing facilities and retail marijuana testing facilities, as those terms are defined in the Act, as well as providing the option to prohibit the operation of retail marijuana social clubs and retail marijuana establishments, including stores, cultivation facilities, manufacturing facilities and testing facilities, within their jurisdiction; and

WHEREAS, the proposed Act will not limit the privileges or rights afforded by the Maine Medical Use of Marijuana Act (22 M.R.S.A. §§ 2421 – 2430-B) to qualifying patients, primary caregivers, or registered dispensaries, including cultivation facilities associated with any of those classifications; and

WHEREAS, the Municipality’s current ordinances do not include any regulations related to retail marijuana stores, retail marijuana establishments or retail marijuana social clubs under the proposed new Act; and

WHEREAS, the unregulated location and operation of retail marijuana establishments, retail marijuana stores and retail marijuana social clubs within the Municipality of \_\_\_\_\_ raises legitimate and substantial questions about the impact of such establishments, stores and social clubs on the Municipality, including questions about the compatibility of retail marijuana establishments, retail marijuana stores and retail marijuana social clubs with existing uses and development in residential, commercial and industrial zoning districts; the potential adverse health and safety effects of retail marijuana establishments, retail marijuana stores and retail marijuana social clubs on the community if not properly regulated; the possibility of illicit sale and use of marijuana and marijuana products to minors and misuse of marijuana and marijuana products by those who would abuse the uses authorized under the Act; potential criminal activity associated with the cultivation, manufacturing, sale and use of marijuana and marijuana products for non-medicinal purposes and the potential increased burden on the Municipality’s police and fire departments; and the adequacy of the Municipality’s streets and infrastructure to accommodate the additional traffic and/or population that may result from the presence of retail marijuana establishments, retail marijuana stores or retail marijuana social clubs; and

WHEREAS, the possible effect of the location and operation of retail marijuana establishments and/or retail marijuana stores and/or retail marijuana social clubs within the Municipality has potentially serious implications for the health, safety and welfare of the Municipality and its residents; and

WHEREAS, the Municipality needs time to review the Act and to review its own ordinances to determine the implications of future proposed retail marijuana establishments and/or retail marijuana stores and/or retail marijuana social clubs to develop reasonable ordinances governing the location and operations of such establishments and stores and social clubs to address the concerns cited above; and

WHEREAS, the Municipality's current ordinances are insufficient to prevent serious public harm that could be caused by the unregulated development of retail marijuana establishments and retail marijuana stores and retail marijuana social clubs and other uses authorized by the Act, thereby necessitating a moratorium; and

WHEREAS, the board of municipal officers, the administration and the planning board, with the professional advice and assistance of the police department, shall study the Municipality's current ordinances to determine the land use and other regulatory implications of retail marijuana establishments and retail marijuana stores and retail marijuana social clubs and consider what locations, if any, and conditions of approval, if any, might be appropriate for such uses; and

WHEREAS, a moratorium is necessary to prevent an overburdening of public facilities that is reasonably foreseeable as the result of retail marijuana establishments and retail marijuana stores and retail marijuana social clubs and other uses authorized by the Act, being located in the Municipality; and

WHEREAS, it is anticipated that such a study, review, and development of recommended ordinance changes will take at least one hundred and eighty (180) days from the date the Municipality enacts this Moratorium Ordinance on retail marijuana establishments and retail marijuana stores and retail marijuana social Clubs;

NOW, THEREFORE, be it ordained by the legislative body of the Municipality of \_\_\_\_\_, that the following Moratorium Ordinance on retail marijuana establishments and retail marijuana stores and retail marijuana social clubs be, and hereby is, enacted, and, in furtherance thereof, the legislative body does hereby declare a moratorium on the location, operation or licensing of any retail marijuana social clubs and any retail marijuana establishments, including retail marijuana stores, retail marijuana cultivation facilities, retail marijuana products manufacturing facilities and retail marijuana testing facilities, within the City.

This Moratorium Ordinance shall take effect, once enacted by the legislative body, but shall be applicable as of \_\_\_\_\_ as expressly provided below. The moratorium shall remain in effect for one hundred and eighty (180) days from the date of applicability of this Ordinance, unless extended, repealed, or modified by the legislative body,

for the express purpose of drafting an amendment or amendments to the Municipality's current ordinances to protect the public from health and safety risks including, but not limited to, compatibility of retail marijuana establishments, retail marijuana stores and retail marijuana social clubs with existing and permitted uses in residential, commercial and industrial zoning districts; the correlation of retail marijuana establishments, retail marijuana stores and retail marijuana social clubs with medical marijuana cultivation facilities and dispensaries, all as defined in the Act; the potential adverse health and safety effects of retail marijuana establishments and retail marijuana stores and retail marijuana social clubs on the community if not properly regulated; the possibility of illicit sale and use of marijuana and marijuana products to minors and misuse of marijuana and marijuana products by those who would abuse the uses authorized under the new law; criminal activity associated with the cultivation, manufacturing, sale and use of marijuana and marijuana products for non-medicinal purposes and the potential increased burden on the public safety agencies serving the Municipality in responding to the same; and the adequacy of the Municipality's infrastructure to accommodate the additional traffic and/or population that may result from the presence of retail marijuana establishments or retail marijuana stores or retail marijuana social clubs in the Municipality.

BE IT FURTHER ORDAINED, that this Ordinance shall apply to retail marijuana stores and retail marijuana social clubs and retail marijuana establishments, including retail marijuana stores, retail marijuana cultivation facilities, retail marijuana products manufacturing facilities and retail marijuana testing facilities, as those terms are defined by the Act, codified at 7 M.R.S.A. §§ 2442 (36), (38), (39), (40) (41), that may be proposed to be located within the Municipality on or after the \_\_\_\_\_ (date) applicability date of this Ordinance; and

BE IT FURTHER ORDAINED, that notwithstanding the provisions of 1 M.R.S.A. § 302 or any other law to the contrary, this Ordinance, when enacted, shall govern any proposed retail marijuana establishments or retail marijuana stores or retail marijuana social clubs for which an application for a building permit, Certificate of Occupancy, site plan or any other required approval has not been submitted to and granted final approval by the Code Enforcement Officer, Planning Board or other Municipal official or board prior to the applicability date of this Ordinance; and

BE IT FURTHER ORDAINED, that no person or organization shall develop or operate a retail marijuana establishment or retail marijuana store or retail marijuana social club within the Municipality on or after the effective date of this Ordinance without complying with whatever ordinance amendment or amendments the legislative body may enact as a result of this Moratorium Ordinance; and

BE IT FURTHER ORDAINED, that during the time this Moratorium Ordinance is in effect, no officer, official, employee, office, administrative board or agency of the Municipality shall accept, process, approve, deny, or in any other way act upon any application for a license, building permit or any other type of land use approval or permit and/or any other permits or licenses related to a retail marijuana establishment or retail marijuana stores or retail marijuana social club; and

BE IT FURTHER ORDAINED, that those provisions of the Municipality's ordinances that are inconsistent or conflicting with the provisions of this Ordinance, are hereby repealed to the extent that they are applicable for the duration of the moratorium hereby ordained, and as it may be extended as permitted by law, but not otherwise; and

BE IT FURTHER ORDAINED, that if retail marijuana establishments or retail marijuana stores or retail marijuana social clubs are established in violation of this Ordinance, each day of any continuing violation shall constitute a separate violation of this Ordinance, and the Municipality shall be entitled to all rights available to it in law and equity, including, but not limited to, fines and penalties, injunctive relief, and its reasonable attorney's fees and costs in prosecuting any such violations; and

BE IT FURTHER ORDAINED, that should any section or provision of this Ordinance be declared by any court of competent jurisdiction to be invalid, such a declaration shall not invalidate any other section or provision.

*[Note: This sample ordinance prohibits all types of retail marijuana establishments as well as retail marijuana social clubs. However, the scope of the ordinance may be limited to only one or some but not all of these uses. This is a sample ordinance only. In order to thoroughly address concerns within a given municipality, MMA Legal Services advises that local counsel be consulted before enacting any ordinance.]*

**Ordinance Prohibiting Retail Marijuana Establishments and Retail Marijuana Social Clubs**  
in the Municipality of \_\_\_\_\_

**Section 1. Authority.**

This ordinance is enacted pursuant to the Marijuana Legalization Act, 7 M.R.S.A. c. 417; and Municipal Home Rule Authority, Me. Const., art. VIII, pt. 2; and 30-A M.R.S.A. § 3001.

**Section 2. Definitions.**

For purposes of this ordinance, retail marijuana establishments, including retail marijuana stores, retail marijuana cultivation facilities, retail marijuana products manufacturing facilities and retail marijuana testing facilities, and retail marijuana social clubs are defined as set forth in 7 M.R.S.A. § 2442.

**Section 3. Prohibition on Retail Marijuana Establishments and Retail Marijuana Social Clubs.**

Retail marijuana establishments, including retail marijuana stores, retail marijuana cultivation facilities, retail marijuana products manufacturing facilities, and retail marijuana testing facilities, and retail marijuana social clubs, are expressly prohibited in this municipality.

No application for a proposed retail marijuana establishment or retail marijuana social club shall be processed.

No person or organization shall develop or operate a business that engages in retail or wholesale sales of a retail marijuana product, as defined by 7 M.R.S.A. § 2442.

Nothing in this ordinance is intended to prohibit any lawful use, possession or conduct pursuant to the Maine Medical Use of Marijuana Act, 22 M.R.S.A. c. 558-C.

**Section 4. Effective date; duration.**

This ordinance shall take effect immediately upon enactment by the municipal legislative body unless otherwise provided and shall remain in effect until it is amended or repealed.

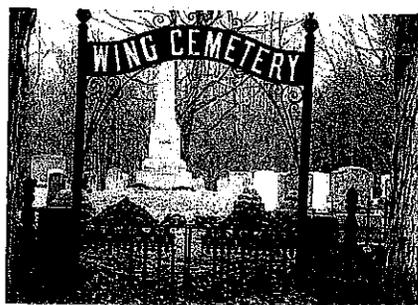
**Section 5. Penalties.**

This ordinance shall be enforced by the municipal officers or their designee. Violations of this ordinance shall be subject to the enforcement and penalty provisions of 30-A M.R.S.A. § 4452.

# WAYNE'S "WING RING" UNRAVELING A HISTORIC PUZZLE

By Eloise R. Ault

UNIQUE IS A WORD not to be used too freely. But among the eight cemeteries throughout the town of Wayne, one by any definition can be called unique. Midway along the town's Pond Road, where it rises to a point that once offered a broad view of Pocasset Lake, is an iron fence with an arching gateway and the name "Wing Cemetery." Family cemeteries in Maine are not unusual, and the Wing cemetery is witness to a prolific family who were among the earliest founders of the town in the late 18<sup>th</sup> century. At the time, they owned much of the property bordering the lake, and occupying a now small piece of this property is their cemetery. It is, however, so unlike the usual family cemetery, small with gravesites wherever space permitted, that it is today on the National Register of Historic Places. In 1991, when it was placed on the National Register, appended was the designation "history - unknown," and "architect - unknown." Meanwhile, in recent years the cemetery has become somewhat of a tourist attraction.



Author's photograph

What makes it unique is its design. Gravesites are placed in a concentric circular design, which turns out to be a carefully conceived plan and carried out with astonishing precision, mathematical in conception and a logistical marvel. How it came about, and what genius was responsible for its design have long been unknown -- a complex puzzle that has given rise to a long and patient unraveling.

In the winter of 2002, Mary Bowen of Livermore Falls gave the Wayne Historical Society a black plastic garbage bag full of a lifetime accumulation of old letters, account books, deeds, bills, and receipts dating from 1837 to 1864, which had been saved by Llewellyn Wing (1817-1881) of Wayne. Little did we realize what treasures it contained. We dumped the contents onto the center of Priscilla Stevenson's large dining room table and began a labor intensive task of opening each letter and sorting them chronologically. The letters had been folded for over a hundred fifty years and required careful hydrating before they could be flattened for reading and further study. Now identified as the "Llewellyn Wing Collection," they are pre-served in the Town of Wayne Historical Collection which is housed in the town's Cary Memorial Library.

From the middle of the pile came a tightly rolled wad of paper which had been made from 6 x 8 inch stationery paper, and scrawled in pencil on the outside of the roll were the words "WING CEMETERY RECORD." At last, this was a real "breakthrough" for the

society's ongoing search to learn the lost history of the Wing Cemetery. The historical collection main-tains a Wing Cemetery file, in which are a number of photocopied articles written at various times during the 20<sup>th</sup> century, and which give similar descriptions of the design and unique layout of the several graves. All of these authors bemoan the fact that "no one then living knew the story of the burial ground's beginning, or who built the 'Wing Ring'." The oldest account was found in Conway Wing's *Genealogical Book* published in 1881, in which Gancelo J. Wing (1838–1923) of Wayne, without naming any individuals involved in the making of the cemetery, gives the following de-scription:

*The ground for the cemetery had been dug over three feet in depth, the stones had all been removed, and the entire area graded. , , [and] the granite obelisk was made by West & Wing of Lewiston and cost \$400.*

The *Main Register* for 1873, under Lewiston, lists S.H. West and William Wing as being engaged in "Marble and Granite Works," a listing for that year only. Gancelo Wing's account continues:

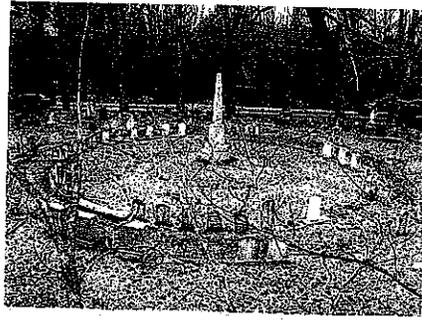
*The cost of curbing for one lot was \$140 and that walling and grading the cemetery, including the Iron Gate was a little over \$700. There is a permanent fund of \$200. deposited in the town treasury, the interest of which keeps the cemetery in repair. A row of maple trees run along the roadside for thirty or forty rods and another of elm runs around the other outside walls.*

While the elms are gone, the maples are still flourishing, their lush foliage a breathtaking display of brilliant gold each October.

The collection's William True diaries, which cover this period, report on August 3, 1870 that True attended the funeral of Allen Wing's wife Sarah. While the new graveyard must have been at some stage of con-struction at this time, he makes no mention of it.

This treasured burial ground was laid out in 1867, to be constructed in circular configurations. At the precise center of the grounds stands a 12-foot-high granite obelisk, which is the focal point of an elevated circular mound of earth 14 feet in diameter, which in turn is surrounded by a three-foot-deep dry moat. On the monument's octagonal base, facing the gate and entrance walk, is inscribed the name "WING" and the date 1871. On each of the other seven sides, facing the lots, is inscribed the name of one of the original seven brothers, all of whom came to Wayne in the 1780s. Proceeding in the circle, to the right, going counter clockwise around the monument they are: Simeon Jr., Allen, Ebenezer, Aaron, Moses, Thomas, and William.

Circling this impressive center are concentric rings, each ring separated by graveled walks and curbed with cut granite which serves as a base for the headstones, thus assuring they are arranged in a perfect circle. Intended to provide a family genealogy, each ring includes the graves of members of succeeding generations descended from whichever of the seven brothers the headstones face.



Photograph by Gail Hasenfus

Entering the yard through its handsome wrought iron gate one cannot help but be impressed by the neat and orderly placement of the headstones. On reading the inscriptions on some of the stones it becomes apparent that dates of death in many cases occurred years before the present cemetery came into being. Using a copy of a 1973 Maine Old Cemetery Association inventory of burials, there appear to be at least 39 graves predating 1867 which had to have been moved from somewhere else. How is this explained? Is this history lost? The 1898 *History of Wayne* provides no answer to these questions, but states only that it cost \$700 to build, and that there was room for 224 graves. An 1856 map of Wayne, however, shows a burial ground on the same approximate site of the present-day cemetery.

The sketchy, half legible penciled roll of Wing Cemetery Records consists of pages, some undated, that seem to indicate that the participants were proceeding in a legal fashion to establish a "Cemetery Company." What appears to be the first meeting was recorded as "Wayne Sept 27, 186[year missing]." They chose a Moderator, Samuel W. Frost; a Clerk, Llewellyn Wing; and as Treasurer/Collector was Samuel W. Frost. Then all three were elected as a committee to supervise the construction of the cemetery. Other business:

*Moved to instruct the Committee to procure good and sufficient titles of Loran and Allen Wing of the land for the Wing Cemetery.*

*Moved to Adjourn to the second Monday in Nov 1867*

Written by Llewellyn, as Clerk, the various notations can present problems regarding their interpretation. As example, on one page he writes::

*Wayne Nov 12<sup>th</sup> (year illegible), voted to instruct the collector to collect \$200, and pay J.M. Wing (James Norris Wing) Contractor in the Month of Nov-ember 1866.*

Was this date an error? If not it seemed to indicate that work on preparation of the new burial site had taken place in the Fall of 1866. Another page appears to be a list of the first family members who had donated money in support of the construction project, written under the heading *Amts Paid by the Several Subscribers:*

*Alden Wing..... \$100.*  
*A A Wing.....\$125. Alonzo Aaron Wing*  
*Leon Wing..... \$50.*  
*S W Frost.....,\$10. Samuel W. Frost*  
*B C Wing..... \$10. Benjamin C. Wing*

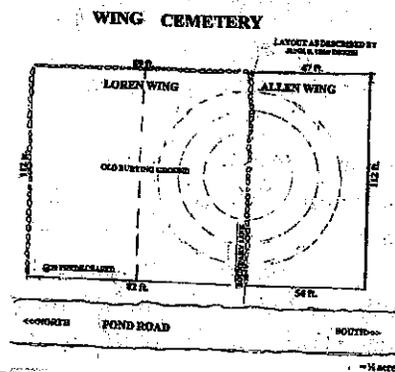
*Loran Wing*.....\$50. Loren Wing  
*Allen Wing*.....\$25.  
*L C Wing*.....\$25. Llewellyn Calvin Wing  
*J M[N] Wing*.....\$100. James Norris Wing  
*Thomas Wing*.....\$5.

At a meeting on November 15, 1867, they voted to deed the "7 center Lotts to the original proprietors (the seven buried brothers) of the Wing Cemetery, each one owning a Lott Shall Control their Father's Lott." This appears to establish the plan of future burials for each brother's descen-dants to fall within their 1/8<sup>th</sup> of the circle, as their names had been inscribed on the octagonal base of the obelisk. They also voted to sell lots in the outside tier for \$37 each. Judging from the words used in the fore-going record it appears that the use of the concentric circle design had already been accepted at some earlier meeting.

The Maine State Archives, a repository for early incorporation records, has no record of incorporation for the "Wing Cemetery Company." The handwritten instruction "to procure good and sufficient titles of Loren and Allen Wing of the land for the Wing Cemetery" led us to the Kennebec County Registry of Deeds. There we found a second major breakthrough in the language of the deeds themselves. It answers the question of how the existing 39 graves in the original family burial ground were to be exhumed and moved. According to the deed, the sale of the land took place on September 28, 1868. It further states that "S.W. Frost, Llewellyn Wing, and Thomas Wing, Executive Committee of the 'Wing Cemetery Company,' a corporation created by the Laws of this State," paid Loren \$50. for his plot of land. The plot contained the original family burial ground which bordered the boundary line between Loren and Allen Wing's respective properties

Translating the lot dimensions into feet; it was 82 feet across the front, 112 feet along the sides, and the back line measuring 89 feet. The deed directs that existing graves situated within the southern half of the old family cemetery are to be exhumed and moved temporarily to the northern half of the lot, thus freeing the southern half to become part of the new cemetery, and the ground made ready for the newly designed layout. The deed also stipulates that ownership of the old northern area would revert back to Loren when all the bodies were reburied in the new cemetery. A second deed signed on the same date paid Allen Wing \$25. for the plot of land located adjacent to his boundary line with Loren's land [old cemetery]. The dimensions were 54 feet across the front, 112 feet along the sides, and 47 feet along the back. With these two lots joined, work could begin on the new cemetery.

What were the laws governing the exhumation of human remains in the 1860s? The librarian at the Maine State Law Library researched this question and provided a copy of *Maine State Law* covering disinterment, or removal of buried bodies, in effect at that time. The law required, in this case, that cemetery officials would have to obtain permission from town selectmen to exhume the remains that were required to be moved temporarily into the north end of the old burying ground. Furthermore, it was a task which must be performed in a manner that would not "indecently expose" any human remains.



There is no doubt that Samuel W. Frost, as chairman of the Wing Cemetery executive committee as well as collector/treasurer, must have been responsible for a considerable amount of organizational correspondence in seeking approval and financial support from Wing descendants. He was born in Monmouth in 1800 and in 1831 he married Parintha Wing, sister of Alonzo, and settled on a farm located on what is today Walton Road. The 1898 *History of Wayne* describes him as having been an "industrious, practical, thrifty, and successful farmer. He was a man of sound judgment, of sterling integrity and was respected and esteemed by his fellow citizens." Samuel died in 1879 and is buried in the cemetery that he had labored so hard to make a reality.

Llewellyn Wing, son of Calvin and the second member of the executive board, was born in 1817 and the grandson of Simeon Jr.<sup>2</sup> – (numbers attached to individual family forenames identify to which generation each belonged, and serve as a helpful genealogical convenience). Simeon Jr. was one of the seven brothers whose name is inscribed on the octagonal base of the obelisk. Through study of his letters found in the garbage bag we learned that in the 1840s Llewellyn was in Lowell, Massachusetts and employed in construction of the city's textile mills. During the decade of the 1850s he was in partnership with a cousin, Benjamin Wing, in the manufacture of windows in Bangor, a business which failed because of a dispute over waterpower rights. Llewellyn returned to Wayne, and to agriculture, on a farm located on the Walton Road just east of Samuel Frost's property. His father, first wife, and a son would have been buried in the old family burying ground long before 1867, and their remains would have required exhumation before being reburied in the new cemetery.

At age 50 Llewellyn, being the youngest member of the committee, would probably have been involved in layout and supervision of site preparation and construction of the project. The 1898 *History of Wayne* lists Llewellyn as serving on the board of selectmen in 1866 and 1867, during the time when remains were being dug up and moved temporarily to the north end of the old family burying ground. As selectman, he was in a position to ensure that appropriate authorization was granted. He died in 1881 and is buried in the outer, third ring of the Cemetery. Llewellyn is credited with planting the column of beautiful maple trees along the roadside in front of the cemetery.

There is little information in *Wayne Families*, an unpublished genealogical work now in the town library. But from other sources we learned about Thomas Wing, son of William<sup>3</sup>, grandson of Simeon Jr.<sup>2</sup> and the third member of the executive committee. He was born in Wayne on November 16, 1810. At some point during his life he moved to Fayette where he had a farm, which is shown on the 1856 map as being at the end of the Richmond Mills Road across from the still standing brick schoolhouse. Thomas, however, remained active in

Wayne, and in 1865 was involved in forming the Asylum Lodge of Freemasons, which he served as Master for a number of years. At the time of its publication, the 1898 *History of Wayne* names him as Wing Cemetery President. He died at age 96 in 1906 and is buried in the Wing Cemetery.

James Norris Wing<sup>4</sup>, son of James<sup>3</sup>, and grandson of Simeon Jr.<sup>2</sup> was noted in Wing Cemetery Records as the cemetery's contractor. He was born in Wayne, October 18, 1818. According to *Wayne Families* he left home at age twenty and learned the stonemason's trade while working in Quincy, Massachusetts. He returned to Wayne in the Fall of 1860 to run the family farm because his father's health was failing. Wayne's Annual Reports of the 1860s indicate that the town paid him for "road work and the building of a bridge." He died on November 12, 1899 and is buried in the Wing Cemetery.

The question most asked about the cemetery is who was responsible for its design? Research of this subject over the past ten years supports the case that it was the work of Alonzo A. Wing<sup>3</sup>, son of Aaron<sup>2</sup> who was one of the seven brothers, and grandson of Simeon<sup>1</sup>, the patriarchal father.

During the 1920s a brief biographical sketch appeared in *The Owl*, a genealogical magazine of the Wing Family, published annually and with a nationwide distribution, and which may contain another clue. It states that Alonzo was born in Wayne in 1807, the son of Aaron of the original generation of seven Wing brothers. He was educated at Wesleyan Seminary, now Kents Hill School, and Waterville (Colby) College. Alonzo later moved to Jefferson, Wisconsin where for many years he was Jefferson's Super-intendent of Schools, later County Superintendent of Schools and a Regent of the State University of Wisconsin. In 1850 Wing was elected a member of the Wisconsin State Legislature. In addition to these accomplishments he was also a civil engineer, surveyor of public lands, and county surveyor. He was a true entrepreneur and successful in his many business ventures.

After the death of his wife Jane, on December 24, 1884, Alonzo had the bodies of his wife and daughter sent home for burial in the Wing Cemetery. Returning to live permanently in Maine, he helped establish Wayne's first library, in charge of what until 1895 was called "The Alonzo Wing Library Association."

In conclusion, *The Owl* article notes, "in 1867 at his suggestion and through his efforts the Wing Cemetery was established."



Alonzo A. Wing  
Undated photograph; courtesy University of Wisconsin Archives

To confirm the above information, the Jefferson Historical Society was contacted. Elmer Waldman, responding for the Society, prepared and sent a transcript of numerous notices concerning Alonzo's business dealings, notices found in the *Jeffersonian*, the local newspaper first published in 1838, and which support *The Owl* account. Jefferson historians believe that early in the 1840s Alonzo received an award of a tract of land as payment for his surveying work.

The following are transcribed abstracts of interest found in the *Jeffersonian*:

1859\03\10 Married: Alonzo Wing of Jeff. & Miss Jane A daughter of Hon. J H. Underwood of Fayette Mills, Me., 2/23/1859, & came back to Jeff. a few days ago.

1860\09\12 Died: Lucy Ellen, infant daughter of Alonzo & Jane Wing.

1865/11/22: Alonzo Wing & Wife visited friends in Maine a couple of months & now returned home

This transcription provides convincing evidence that Alonzo was pre-sent, as well as very much involved, during the initial cemetery planning. During this period he had opportunity to present his design and persuade his peers to adopt it. It is likely that Alonzo made subsequent "quick" visits, at the time possible via railroad, during the construction in 1867-71, visits which may not have been noticed by the Jefferson press, or notices perhaps overlooked by their transcriber. Others follow:

1880/10/28: Died: Howard Wing, age 19, son of Alonzo Wing, hunting accident.

1881/05/26: Remains of Howard were disinterred & taken to Maine by Mr. & Mrs. Wing for burial.

1884/12/24 Died: Mrs. Alonzo (Jane A. Underwood) 62, paralysis of the heart, suddenly, while making her toilet in the morning, she dropped dead.

Alonzo would surely have accompanied his dead wife's body to Wayne for burial in the Wing Cemetery.

His education for that time was impressive, and the two institutions he attended unquestionably support *The Owl's* biographical sketch. At Kents Hill School, with the help of Archivist Marjorie Gordon, was found a well preserved catalog from 1826 which listed the 19-year-old Alonzo Wing as attending the school that year. Even more interesting is that included in the curriculum was a course for the study of surveying (the school and its curriculum are further discussed in Wayne Historical Society *Research Paper* for March, 2007 titled "Wayne's Earliest Students at Kents Hill School").

Colby College Librarian for Special Collections, Patricia Burdick, could verify from the College's *Centennial Catalogue 1820-1920* that in 1838-39 -- at that time Colby was known as Waterville College -- Alonzo was enrolled as a student, and listed as Class of 1842 although as "non-graduate."

The University of Wisconsin reported that Alonzo had served on the university board of regents from 1851 to 1857. They also forwarded a copy of a letter Alonzo had written while serving on the board, in which he urges the university to offer a technical course of study for its students, and in which he reveals his deep passion for the subject:

*I would like to say to the learner of the surveyor's art also, and to the young Engineer to go up to the University by all means, because you can there receive the best possible instruction -- all drafting,*

*plotting, mapping, and in whatever else may be thought essential to the Study, besides a very considerable portion of in-struction in the outdoor or field practice, with such instruments as you will hereafter have occasion to employ. The benefits of such instruction, to this class of learners must be inestimable. Through this means great good will be done in removing the prejudices against the University from the public mind, for the occupations of these young men will lead them to an equal association with the masses in all parts of the State.*

One could conclude that as his life's work had centered around surveying, and having prospered in his other business enterprises, he would be the logical person to provide plans, as well as major financing for the Cemetery, and his Will documents this conclusion. For our research, the most interesting was his request:

*that my remains be buried in my own lot which I have prepared for my last resting place, near to the graves of my father and mother and by the side of my son, Howard A. Wing, and his mother, Mrs. J.A.U. Wing, in the Wing Cemetery and to defray the necessary expense incident thereto, and to procure and set up at my grave suitable head stones, I hereby set apart the sum of \$1000. For the purpose of improving and beautifying my said cemetery lot, and the Wing Cemetery from year to year. I direct that the sum of \$1000 out of my estate be invested by or under the direction of the officers of the said Wing Cemetery Com-pany, the interest thereon to be applied to the improvement and preservation of the said Wing Cemetery.*

Of Alonzo Wing's departure from Jefferson, the transcripts reveal:

*1886/10/14 A. Wing left for the East & intends to dispose of all his effects in this vicinity in spring.*

*1889/10/24 A. Wing departed for Maine, Where he will in future reside.*

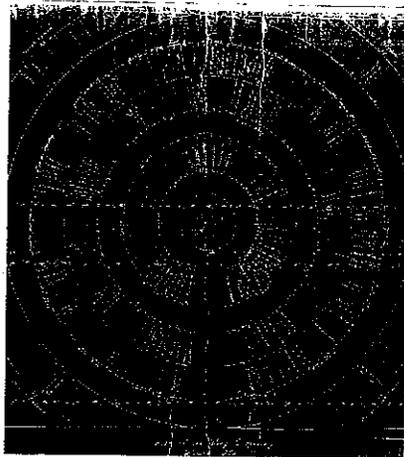
Wing's obituary as published on December 12, 1893 in the *Jeffersonian*:

*December 9, 1893, Died: Alonzo Wing, 86 years and ten months, at Fayette, Maine, at the Underwood homestead, the old home of his wife. He was a native of Wayne, Maine. After graduation at Waterville College, now Colby University, he went to Wisconsin and settled in Jefferson where he spent many years of his youthful life. After the death of Mrs. Wing he returned to his native state to pass the remainder of his life among old friends and relatives. His sickness was short, lasting about a week. His death was due to exhaustion or general breaking up of the vital forces. He retained his mental faculties to the last.*

An example of how active a life Alonzo led during his retirement is found in the diaries of Stillman Howard, diaries now in the town Historical Collection. Until his death in 1890 Howard was proprietor of the Wayne Hotel, and in each daily entry notes who were among the day's guests. And among the more frequent was Alonzo Wing. On one particular day Howard notes "Alonzo Wing & Team, himself & Lady, a teacher at Fayette Mills, all to dinner. It was summer, hot, and apparently the two men had a wager as to how much water Alonzo's horse would drink. Howard owned a huge scale, used for various purposes including the weighing of horses. Howard determined the horse weighed 990 pounds before he was given a drink, and 1,035 pounds after his thirst was quenched. Howard noted this fact as "good evidence he drank 45 lbs (seven and a half gallons) of Water."

Alonzo's *Last Will and Testament* was probated at the Kennebec County Court of Probate, that is, all but \$8,126 of assets that remained in Jefferson, Wisconsin and these were handled by court officials there. Alonzo's Maine assets equaled \$5,941 making his financial estate \$14,068. After a bequest to his 83-year-old sister, Liza (Eliza) Ann Emery of Ellsworth, a favorite nephew and two nieces, there remained \$497.24 to be divided among other heirs. His estate was administrated by his nephew Lucillius Alonzo Emery, Chief Justice of the Maine Supreme Court. Alonzo was one of 12 siblings so Lucillius well earned his payment of \$500 as administrator; for he had to trace the whereabouts of some 40 nieces, nephews, grandnieces, and grand-nephews to distribute amounts varying from \$62 to \$2.54. The appraisal of Alonzo's personal effects, including furnishings "for a gentleman's suite of rooms," came to \$375.

The third major breakthrough came as the consequence of Raymond Wing, genealogist for the Wing Family of America, writing an article about the Wing Cemetery that appeared in *The Owl*. The end result was that Raymond put us in touch with Nancy Otis of Manchester, Vermont, who had an early blueprint plan of the cemetery and who very generously provided a 22 x 22 inch photocopy, which even when reduced in size is remarkably legible. Having this visual aid in hand has greatly enhanced our ability to communicate while making inquiries for information, and as a result we have received very helpful responses. Many copies of the plan have been distributed with the hope they will result in the discovery of still other long lost papers.



On closer study of the blueprint plan, could the argument be made that when he drafted "Alonzo Wing" in the walkway between the first and the second ring of graves, Alonzo Wing used an unobtrusive way to claim authorship of his *Wing Cemetery Plan*? Such tagging of graves is not repeated anywhere else on that side of the walkway, and it definitely appears to be a departure from the model he had established.

Could it be that in 1893 the retired 85/86-year-old Alonzo amused himself by filling in the names on the graves, as then occupied, as a check to see if his design was working? Perhaps if he had lived another decade there would have been a sufficient number of interred bodies to prove that his design was indeed accurate. The fact that Alonzo's grave was already labeled is not surprising because he definitely knew where he was going to be buried. He also knew long before Attia Frost's death in January of 1894 where she, too, was going to be laid to rest.

If the plan had been executed after Alonzo's death, the unknown draftsman would have required some reference as to what graves were occupied. He might have had the use of written records or he could have spent many hours in the Cemetery noting names and dates as engraved on the headstones. Otherwise, the expense of having the plan drawn would not have provided a useful record for future custodians of the burial ground. The Association had the money to hire a professional after April 1896 when they received \$2000 from Alonzo's estate. But in that case, Alfred Raymond, who died in May of 1894 and Paul A. Grosvenor in 1895, would have been included in any later plan. Interestingly enough, the inventory of his estate appraised the following items at \$2.50 for a spy glass, two glasses and drafting tools. This documents that after his return to Maine, Alonzo possessed the necessary technical means to have created the *Plan of the Wing Cemetery*. And a man of his experience could easily have produced blueprint copies of his plan to provide participants in his cemetery project.

The second fact gleaned from transcripts sent us was the information found in Alonzo's obituary, which states that he spent the last four years of his life at the childhood homestead in Fayette of his wife, Jane Underwood, and where he died at age 85. He had, indeed, remained active and "retained his mental faculties to the last." The former Underwood house, an impressive brick "show place" built in the 1830s, has within the past three years been placed on the National Register of Historic Places.

It was not until a recent browsing on the internet that we discovered another surprise; the fact that in 1991 the cemetery had already been placed on the National Register. We then contacted Maine's Historic Preservation Commission to obtain information about their research of the cemetery's history. They sent copies from their entire file and it was a great disappointment to learn that they knew no more about its history than did we.

The story and the puzzle it presents takes another intriguing twist: It seems that Alonzo designed a second burial ground, specifically for Elisha Kent, a wealthy gentleman farmer in Fayette, and whose name survives in what is today called Kents Hill.

About ten years ago we visited the Kent Cemetery to see if it was, indeed, another concentric circular design as claimed. We observed what we judged at the time to be a "copycat" of the Wing Cemetery layout. Shortly before the initial presentation of our "Wing Cemetery Study," scheduled for the Society's Annual Summer Program in 2006, we visited the site once again.

The Cemetery had been beautifully maintained and the grass had just been cut. Its center is composed of heavier granite monuments, popular in the 1890s, whereas the "Wing Ring" has upright marble slabs for headstones, common in the 1860's, for each grave. The Kent monuments are attached to curved granite bases that serve to create the same circular shape. But two outer rings were formed and maintained by mounded earth berms. The use of earth berms was an example of "Yankee Ingenuity" to solve the problem of prohibitively expensive large, cut curved granite bases. During the first visit the growth of high grass had obstructed this feature. The most significant difference is the absence of a comparable plan for burials, not confined to a single family for Elisha Kent offered burial in his cemetery to any neighbors who so desired.

Here again Alonzo's obituary proves that he was present in Fayette during the inception of the Kent Cemetery. The two men had a lot in common; both were successful businessmen who had made their fortunes elsewhere, and returned home for their retirement years.

The Fayette Historical Society informed us that Fayette's sexton, Ronald Hewett, had all the town's cemetery records. During a visit with Mr. Hewett he unrolled, on his kitchen

table, a photocopy of a tracing of a cemetery plan drawn in concentric circles, basically the same design as the Wing Cemetery. On a third visit to the Kent Cemetery we determined that it was also of the same dimensions as the Wing burial ground, although it appeared larger. To date the Fayette Historical Society has not been able to determine the exact date the Kent Cemetery was built. In Kingsbury's *Illustrated History of Kennebec County*, published in 1892, is a biographical sketch of Elisha H. Kent but with no mention of his cemetery.

On November 27, 2007 the *Kennebec Journal* published a full-page article, in color, about the town of Fayette seeking placement on the National Register for the Kent Cemetery. The next day we received a tele-phone call from another Wing family descendent, Marjorie Tripp, who also had a blueprint plan which had been handed down in her family. It, too, is undated and unsigned.

In the Fall of 2007 we contacted Maine's Historic Preservation Commission once again, anxious to know whether we had sufficient data, based on this new evidence, to allow the National Register to update the Wing Cemetery's designation from "history unknown." Did we have enough information about Alonzo's involvement in the cemetery's history to give him appropriate recognition? Assistant Director Kirk Mohny indicated that if a known example of Alonzo's drafting work, a layout plan or map, could be obtained, and a comparative examination of the lettering of the unsigned blueprint appeared to be in the same hand, the Maine Commission would then apply to the Advisory Council on Historic Preservation, an arm of the National Park Service which makes all final determinations, to charge "architect unknown" to "attributed to Alonzo Wing."

We obtained from the Jefferson Registrar of Deeds a copy of an 1854 plan for street additions drawn by Alonzo, which in turn was provided as requested. Mohny then indicated they would try to find a handwriting expert to make a preliminary determination.

During our last communication with the Commission, they indicated that a handwriting expert was not necessary, that our Alonzo Wing research data are convincing enough, and that they would "present the case before the Advisory Council in June of 2008." (Approved On August 1, 2008)

Meantime, the "Wing Ring" survives as a town historic treasure, which stands today as a testament by the Wing generation of the late 1860s to their family's proud heritage, and that they went to considerable labor and expense to create this memorial to the seven Wing brothers who were so involved in the founding of our town. Unraveling the complex puzzle has revealed it as the elaborate plan it is, unrecognizable at first sight, but unquestionably unique in Wayne, and perhaps anywhere else. And to Alonzo Wing can now be granted long overdue recognition as the family genius responsible for its creation.



## Cemeteries

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

Date of last revision: 7/2014

This packet includes the following attachments:

- [Title 13 M.R.S.A. §§ 1031-1386](#) 30-A M.R.S.A. §§ [2901](#), [5653](#), [5706](#), and [5723](#)
- "[Cemeteries](#)," *Maine Townsman*, "Legal Note," July 1992
- "[Old Cemeteries](#)," *Maine Townsman*, "Legal Note," May 1999
- "[Perpetual Care Trust Funds](#)," *Maine Townsman*, "Legal Note," June 1984
- Sample [Perpetual Care Bond](#), City of Portland
- "[Care of Cemeteries](#)," *Maine Townsman*, May 2002
- "[Decoration and Maintenance of Veterans Gravesites](#)," *Maine Townsman*, May 2002
- Sample [Municipal Cemetery Quitclaim Deed](#)

Important issues and considerations include:

### I. Maintenance Duties and Authority

Title 13 M.R.S.A. § 1101 establishes a number of maintenance responsibilities for municipalities related to "ancient burying grounds" and "public burying grounds." Failure to perform those duties could result in the assessment of a penalty against the municipality. 13 M.R.S.A. § 1101-C.

#### A. "Ancient Burying Grounds."

An "ancient burying ground" is a private cemetery established before 1880. Effective August 1, 2014, a municipality must, in collaboration with veterans' organizations, cemetery associations, civic and fraternal organization and other interested persons, keep in good condition all graves, headstones, monuments and markers of veterans, and to the best of its ability, grass the location and accessibility of the burying ground, mow the grass, weeds and brush, surface cut and trimmed on those graves from May 1st to September 30th of each year. A municipality may designate a caretaker to whom it delegates these duties. (13 M.R.S.A. § 1101(1)) The owner of an ancient burying ground must provide access to a municipality, or its caretaker to perform these duties, otherwise, the owner must perform them and municipalities are exempt from performing these duties. The owner must also provide access to a municipality, or its caretaker, to determine if the owner is performing these duties, if not, the municipality may take over the care or appoint a caretaker to do so. (13 M.R.S.A. § 1101-B) The new law also allows (but does not require) a municipality to maintain the graves of non-veterans in an ancient burying ground, but this has in fact been authorized for many years. 30-A M.R.S.A. § 5723

B. Public Burying Grounds and Public Cemeteries. "Public burying ground" means a cemetery in which any person may be buried without regard to religious or other affiliation, including a cemetery owned and operated by a municipality, a cemetery

corporation or a cemetery association. Effective August 1, 2014, municipalities owning and operating public burying grounds must in collaboration with veterans' organizations, cemetery associations, civic and fraternal organization and other interested persons, keep in good condition and repair all graves, headstones, monuments and markers of veterans from May 1st to September 30th of each year. 13 M.R.S.A. §1101(2). Municipalities may work with interested organizations to adopt standards of good condition and repair. At a minimum, these standards must detail how to maintain the graves, grass and headstones. If a municipality does not adopt standards, the municipality, cemetery corporation or cemetery association must keep the grass suitably cut and trimmed, keep flat markers free of grass and debris, and keep burial places free of fallen trees, branches, vines and weeds.

The right of individuals to perform maintenance, subject to the written approval of the municipality in which the cemetery or burying ground is located, is discussed in the Legal Note above, entitled "Old Cemeteries."

**C. Memorial Day / Veterans Day Duties:** Municipalities also are required, at the direction of the municipal officers, to decorate the graves of veterans with an American flag and flag holder each year on the day that Memorial Day is observed. Further, each municipality is required, unless it will cause the municipality to incur additional expense, to ring any public bell within its possession and control at 11:00 a.m. on Veterans Day. In addition, the municipal officers shall request that any other bell within the municipality be rung voluntarily at the same time on Veterans Day "and shall take such steps as are necessary to properly coordinate public and volunteer events." 30-A M.R.S.A. § 2901.

The requirements of 13 M.R.S.A. § 1101 and 30-A M.R.S.A. § 2901 do not apply to veterans' graves located on a site owned by the U.S. government as of January 1, 2000. 13 M.R.S.A. §1101-E; 30-A M.R.S.A. §2901.

## II. Creation of a Public Cemetery or Public Burying Ground

A public cemetery or burying ground may be established in one of several ways:

- Under 13 M.R.S.A. §§ 1301-1306, any seven or more persons may form a nonprofit corporation to own, manage and protect land for purposes of a public cemetery.
- Every cemetery established on or after July 24, 1937 is to be owned, maintained or operated by a municipality or other political subdivision of the State, a church, a religious society, or a cemetery association incorporated under 13 M.R.S.A. §§ 1071 or 1301, and so is likely to be a "public cemetery." 13 M.R.S.A. §1303
- Also, where all the owners of a private cemetery or burying ground agree, in a writing recorded by the town clerk, the municipality's legislative body may within one month of recording of the agreement vote to accept it as a public cemetery or burying ground. 13 M.R.S.A. § 1221.
- A municipality may contract with a cemetery association or historical association to create and maintain an inventory of cemeteries and burying grounds within the municipality (13 M.R.S.A. § 1372), and it may authorize any cemetery association or historical association to maintain any cemetery or burying ground owned, maintained or operated by the municipality (13 M.R.S.A. § 1373).

## III. Acquisition of Cemetery Property

**A. Eminent Domain Authority** On petition of ten persons, the municipal officers of any town can, with the consent of the next annual meeting, enlarge any public cemetery or burying ground, or incorporate cemetery or burying ground by taking land and paying for the land of adjacent owners. The municipal officers must believe that public necessity requires the taking of an enlargement or establishment of any cemetery or burying ground and the land to be closer than 100 feet from any improved land used for recreational purposes or a building not closer than 200 feet from a well which could be used for domestic purposes where the owner presents the claim in a written made to the municipal officers at the time of the hearing on the petition. See 13 M.R.S.A. §§ 1181-1184.

**B. Acquisition of Title to Abandoned Cemeteries.** Municipalities may acquire title to cemeteries which have been "abandoned" (meaning, there have been no burials in the last 40 years and no maintenance done except by the municipality). A municipality must use due diligence to determine who may have an interest in the cemetery, then notify those individuals

directly and publish notice in a newspaper. If no one comes forward to dispute the acquisition within 15 days after the last notice is sent or published, then title to the cemetery passes to the municipality. See [30-A M.R.S.A. § 3107](#).

#### IV. Land Use Concerns

**A. Location or Expansion of Public Cemetery.** Both the municipality and the State Bureau of Health must approve the proposed location of a public cemetery ([13 M.R.S.A. § 1303](#)). No person, corporation or association shall establish, locate or enlarge any cemetery or burying ground such that its limits are closer than 100 feet from any improved land used for recreational purposes or a dwelling, or closer than 200 feet from a well which provides water for domestic purposes, where the owner makes written protest. See [13 M.R.S.A. § 1181](#).

**B. Setbacks from Burial Sites; Repair, Maintenance or Removal.** Construction or excavation in the area of a known burial site or near a cemetery's boundaries must comply with any applicable land use ordinance. If there is no such ordinance, no one may conduct construction or excavation activities within 25 feet of a known burial site or of the boundaries of an established public or private cemetery, except when pursuant to a lawful order or permit allowing the relocation of bodies or when necessary for construction of a public improvement, as approved by the municipal governing body or by the Commissioner of Transportation in the case of a State highway (see [13 M.R.S.A. § 1371-A](#), which also sets out a process for construction or excavation that threatens an undocumented or unmarked burial site). Title [30-A M.R.S.A. § 3755-A](#) prohibits an automobile recycling business from dismantling or storing cars within 500 feet of a cemetery. Title [30-A M.R.S.A. § 3754-A\(3\)](#) prohibits the licensing of automobile graveyards and junkyards within 300 feet of a cemetery and within ordinary view. Title [13 M.R.S.A. § 1371](#) allows the repair, maintenance or removal of a tomb, monument, gravestone, marker or other memorial with the authorization of the burial lot owner or descendant or the municipality. Municipal code enforcement officers have the same authority to enforce the cemetery and burial site setback laws as they do for other land use violations. [30-A M.R.S.A. § 4452\(5\)](#).

#### V. Use of Proceeds from Sales of Lots; Trust Funds; Use of Unoccupied Lots

**A. Authorization to Sell.** As with all other sales of municipally-owned property, it is advisable to ensure that the official(s) or body actually making the sale of the lots is authorized to do so either by a standing ordinance or by the municipality's legislative body (council or town meeting).

**B. Use of Proceeds from Sales of Lots.** Proceeds from the sales of cemetery lots "shall be applied solely to the management, superintendence, improvement and maintenance of the cemetery" and its avenues, paths and structures, for the purchase of additional cemetery land and for the establishment of a permanent care and improvement fund. The following provisions apply to cemeteries established on or after July 24, 1937:

- › **Reduction of Indebtedness.** Up to 50% of the receipts from the sale of lots may be used to reduce any fixed amount of indebtedness incurred to purchase additional land or for maintenance purposes. Moneys from the sale of a cemetery's personal property or surplus real estate first shall be used to liquidate any indebtedness, and any remaining amounts shall be placed in the permanent care and improvement fund. See [13 M.R.S.A. § 1305](#)
- › **Perpetual Care Fund.** A cemetery entity shall establish a perpetual care fund by depositing in this fund at least 30% of the proceeds from the sale of cemetery lots; the income from this fund can be used only for cemetery maintenance. See [13 M.R.S.A. § 1306](#)

#### C. Trust Funds

Generally, Cemetery trust funds shall be managed in accordance with the prudential investment requirements of [30-A M.R.S.A. § 5706](#). Unless prohibited by the instrument establishing the trust, Cemetery trust funds may be commingled with other similar trust funds solely for the purpose of investment in accordance with [30-A M.R.S.A. § 5653](#), and the income from pooled investments must be allocated pro rata to the individual accounts. The annual income of a cemetery trust fund may be expended only in the performance of the requirements of the trust. See [13 M.R.S.A. § 1223](#); and "Perpetual Care Trust Funds," linked above.

- › **Perpetual Care Fund.** A perpetual care fund is a specific type of trust fund that is established to provide for the maintenance and care in perpetuity of the lot or lots which the donor owns or is interested in at the time of the donor's

payment. Any person owning or interested in a lot or lots in a city or town's public burying ground may pay a sum to the treasurer for perpetual care of the lot or lots (13 M.R.S.A. § 1261). A city or town may pass an ordinance to establish a perpetual care fund, and may hold and invest payments made by persons under § 1261 (13 M.R.S.A. § 1262). The ordinance should authorize the municipal officers to accept money paid for perpetual care. This money is to be deposited with the treasurer, entered upon the treasurer's books and invested. Where persons enter into perpetual care agreements during their lifetime, municipalities must enter into written trust agreements to memorialize the payments and the parties' responsibilities. See 13 M.R.S.A. §§ 1261-1264 discussion in "Perpetual Care Trust Funds," and Sample Perpetual Care Bond.

- **Conveyance of Lot to Municipality.** Title 13 M.R.S.A. § 1263 appears to authorize the creation of a municipal obligation to preserve and care for a cemetery lot through agreements, trusts or covenants that may accompany a person's conveyance of a burial lot back to the municipality.

**D. Use of Unoccupied Interment Spaces.** Under 13 M.R.S.A. §§ 1381-1386, if a cemetery lot or portion of a lot has been unused for interment for 75 consecutive years, and the lot's record owner has failed to provide for its perpetual care and maintenance for that period, then the entity that owns, maintains and operates the cemetery may use up to one-half of the unoccupied lots. However, this statute applies only to cemeteries that are one-half acre in area or larger. See "Old Cemeteries," linked above, for a discussion of this topic.

**E. Transfer of Trust Funds by Cemetery Association to Municipality.** If a private cemetery association or other person or entity has legal authority over specific trust funds and wishes to transfer that authority to a municipality, such a transfer generally would be governed by 13 M.R.S.A. §§5101-5111. The municipality and cemetery association/other person or entity should work with a private attorney to ensure that the transfer is properly authorized, as a court order is sometimes required. A vote of the municipality's legislative body may also be required to accept the transfer, even if authorized by a court.

## VI. Miscellaneous

- **Maine Old Cemeteries Association.** If you are interested in old cemeteries or need technical assistance in the proper restoration of headstones, monuments or old cemeteries or in the researching of burial records, you may want to contact the Maine Old Cemeteries Association. See "Cemeteries," linked above, for more information on this topic.
- **Criminal Trespass.** Under 17-A M.R.S.A. § 402(1)(E), a person commits criminal trespass if that person enters or remains in a cemetery between 1/2 hour after sunset and 1/2 hour before sunrise the following day, unless visitors are permitted at those times by a municipal ordinance or by a posting in a private cemetery. Violation of this statute is a Class E crime. Such offenses should be reported to police.
- **Desecration or Defacement of Graves.** A person who intentionally desecrates (mars, defaces, damages, or otherwise physically mistreats "in a way that will outrage the sensibilities of an ordinary person likely to observe or discover the actions") any public monument or structure, any place of worship or burial, or any private structure not owned by that person commits the crime of desecration and defacement. Desecration is a Class D crime. 17-A M.R.S.A. § 507. Such offenses should be reported to police.
- **Interference with Cemetery.** A person who intentionally or knowingly destroys, mutilates, defaces, injures or removes any tomb, monument, gravestone, marker or other structure placed or designed as a memorial for the dead, or any portion or fragment of any such memorial, or any fence, railing, curb or other enclosure for the burial of the dead commits the crime of interference with cemetery. However, this does not include any person who performs an act as authorized under 13 M.R.S.A. § 1371 (authorized repair, maintenance or removal of a tomb, monument, gravestone, marker or other memorial) or who makes the improvements governing eminent domain as established by state or federal law. This is a Class D crime. Such offenses should be reported to police.
- **Possession or Sale of Gravestones.** Any person who possesses, sells, attempts to sell, offers for sale, transfers or disposes of any tomb, monument, gravestone, marker or other structure placed or designed as a memorial for the dead, or any portion or fragment of any such memorial, knowing or having reasonable cause to know that it has been illegally removed from a cemetery or burial ground commits a Class C crime. In addition, any person who commits this crime also is liable to the following for triple damages to be recovered in a civil action: (1) the municipality or, in the case of unorganized territory, the county in which the cemetery or burial ground is located, (2) a cemetery association authorized to bring suit and recover damages by the municipality or, in the case of unorganized territory, the county in which the

cemetery or burial ground is located; or (3) a historical society authorized to bring suit and recover damages by the municipality or, in the case of unorganized territory, the county in which the cemetery or burial ground is located. 17-A M.R.S.A. § 507-B. Such offenses should be reported to police.

- **Sale of Lots.** The sale of burial lots or plots or of crypts in a mausoleum or of niches in a columbarium for purposes of speculation or as a financial investment and the conveyance of the same as security for a debt is a Class E crime. 13 M.R.S.A. §§ 1035 and 1304. Such offenses should be reported to police.
- **Private and Family Cemeteries.** Persons may designate up to 1/2 acre of their property for use as a private burying ground. A written description of the property, witnessed by two disinterested witnesses, shall be recorded in the appropriate county registry of deeds or by the municipal clerk. This property is exempt from attachment and execution, cannot be sold or divided without the consent of all of the owners of the property and shall be fenced or otherwise marked and occupied as a burying ground. 13 M.R.S.A. § 1141. A family burying ground may be established in the same manner, except that the area appropriated to this use cannot be greater than 1/4 acre.
- **Community mausoleum, community crematory, or other community structure.** "Community mausoleum" means any aboveground structure designed for entombment of human remains of the general public, as opposed to the entombment of the remains of family members in a privately owned, family mausoleum of no more than 6 crypts (13 M.R.S.A. § 1101-A(3)). A "columbarium" is a structure or room in a mausoleum or other building containing niches or recesses for disposition of cremated human remains (13 M.R.S.A. § 1101-A(2)). A community mausoleum, community crematory or other community structure that holds or contains dead human bodies may only be erected in a cemetery that is at least 20 acres in size and has been in existence and used for burial for at least two years preceding the erection of the structure. 13 M.R.S.A. § 1341(1).

# **Lovejoy-Maranacook Regional Recycling & Solid Waste Facility**

## **Terms of Agreement**

DRAFT

### **I. Legal Basis**

The Towns of Fayette, Readfield and Wayne are municipalities duly organized and existing under the laws of the State of Maine. The communities are contiguous and are located in Kennebec County, Maine. The legal basis for the establishment and authority of this interlocal Agreement is Chapter 115 "Interlocal Cooperation" of Title 30-A of the Maine Revised Statutes, as the same may be amended from time to time.

### **II. Name**

The name of the entity subject to this Agreement shall be the Lovejoy-Maranacook Regional Recycling & Solid Waste Facility, hereinafter referred to as the "Facility".

### **III. Purpose of Agreement**

The Towns of Readfield and Wayne have operated a facility and shared operational expenses and revenues for the Transfer Station equally since the early 1990's. Capital expenses were borne by the host town of Readfield unless otherwise negotiated. In July of 2016 the Town of Fayette began utilizing the facility on a short-term basis in accordance with a one-year contract and fee schedule. It is the expectation of the parties hereto that a cooperative sharing of the Facility by the towns of Fayette, Readfield, and Wayne will work for the long-term benefit of our respective citizens and taxpayers:

- We will provide opportunity for expanded, enhanced, and more efficient services.
- We will ensure that each town has a meaningful role in managing the costs, benefits, and service levels of their shared Facility.
- We will maintain stability in the provision of waste management for the towns.
- We will equitably balance the expense of operating the Facility between the towns.
- We will save each town tax dollars by avoiding the duplication of facilities and services.

To this end, the towns hereby agree to jointly use the Facility and to exercise such powers as may be provided separately or jointly by the member governments with respect to solid waste and recycling, as set forth below.

### **IV. Management of the Facility**

**A. General Operations.** In order that the management of the facility shall be as efficient and small as possible, the parties agree that it shall be the responsibility of the Town of Readfield to administer and operate the facility. Operations shall be governed by the current Facility Operations Manual, current Solid Waste and Recycling Ordinance, and current Maine Department of Environmental Protection license.

As part of the efficient operation of the facility the Town of Readfield Select Board agree to meet with the Select Board from the Towns of Wayne and Fayette, at least on a yearly basis, to review and establish operational policies for the facility.

The Town of Readfield shall have the authority to hire, fire, and manage any and all union and non-union employees of the facility at such compensation as it deems warranted; to contract for services to and from the facility in the names of the member towns; and to maintain financial accounts for the deposit of fee income, revenues appropriated by the towns, and for the payment of the expenses of the Facility. It shall also have the right to adopt such rules and regulations it deems necessary and advisable for the operation of the ~~Recycling and Solid Waste Transfer Facility~~.

B. Establishment of an Advisory Solid Waste & Recycling Committees (SWRC). There is hereby established an Advisory Solid Waste and Recycling Committee (SWRC), which shall be comprised of citizens from each member town and the Transfer Station Manager. The SWRC shall operate under the guidance of the Solid Waste and Recycling Committee Charter, which may be amended by the Select Boards of the member communities from time to time as necessary. It shall be the responsibility of the Fayette and Wayne committee members to report to their respective Select Boards on the materials presented at all committee meetings. It shall be the responsibility of the Transfer Station Manager to report to the Readfield Select Board on all materials presented at the committee meetings. The purpose of the Advisory Committee shall be to assist and make suggestions on the overall operations of the Facility, to enhance the efficiency of the Facility and recycling program, improve services to the public, and to effectuate a comprehensive public education program to increase the understanding of the participation in the recycling program. The parties agree to establish such other and further permanent and ad hoc Advisory Committees as they deem necessary during the term of this Agreement. The Town Managers of Fayette and Wayne may advise the Readfield Town Manager on all matters of this Agreement.

C. Financial Records. The financial records for the Facility shall be maintained by the Treasurer of the Town of Readfield. The records of the Facility shall be public records to the same extent as other municipal records, and shall be available for public inspection and copying pursuant to the Maine Right to Know Law. The Readfield Treasurer shall prepare monthly financial reports to be issued to the Select Board of the member towns, and shall be available to consult with the Select Board of the member towns with regard to any financial transaction.

D. Accounts Payable. All payments for services and goods for the Facility shall be approved by a majority of the Select Board of the Town of Readfield.

E. Liability. 1. The Town of Readfield shall hold harmless, indemnify and defend the Towns of Fayette and Wayne against liabilities, expenses and losses imposed upon them as a result of the negligent actions or inaction of the Town of Readfield employees, officers or agents related to its use or operation of the Facility. The Towns of Fayette and Wayne shall hold harmless, indemnify and defend the Town of Readfield against liabilities, expenses and losses imposed upon them as a result of the negligent actions or inactions of Fayette and Wayne employees, officers or agents related to its use or operation of the Facility. This obligation to indemnify shall not waive any defense immunity or limitation of liability, which may be

available to the officers, agents or employees of any participating Town, under the Maine Tort Claims Act pursuant to the provisions of 14 MRSA Section 8101 et seq. or any other privileges or immunities as may be provided by law.

## **V. Financing and Budgeting of the Facility**

A. Division of Operating Expenses. The member towns shall share equally in the operating expenses of the Facility. Equal share shall be reported as a percentage carried to three decimal places and shall be determined by dividing the most recent State of Maine real property valuation for each member town by the total State of Maine real property valuation of all member towns. Operating expenses shall include all expenses associated with the Facility, except for capital expenses. Such operating expenses include (but are not limited to): waste disposal fees, hauling fees, recycling fees, wages of employees, utilities, security costs, insurance, office and administrative expenses, ordinary maintenance of equipment, and replacement of equipment that has a life expectancy of less than two years.

B. Division of Capital Expenses. In order to deliver planned capital investments and buffer against unanticipated capital expenses the member towns shall share equally in the capital expenses of the Facility through annual contributions to a capital reserve managed by the Town of Readfield. Equal share shall be reported as a percentage carried to three decimal places and shall be determined by dividing the most recent State of Maine real property valuation for each member town by the total State of Maine real property valuation of all member towns. Capital Expenses shall include all Facility improvements and equipment with an expected useful life in excess of two years or a cost in excess of \$5,000. Such capital expenses include (but are not limited to): compactors, recycling cans, backhoe, scales, buildings and permanent structures, pavement and earthworks, holding tanks, and storage containers. Combined annual contribution by the member towns to the reserve shall be initially set at ten percent of the budgeted net operating expense of the Facility and may be adjusted by mutual agreement of the Select Boards of the member towns.

No town shall be required to make additional capital expenditures without further agreement between the Select Boards of the member towns as to the division of the initial capital expense and disposition of the equipment upon termination.

C. Fee Income. All income generated by the Facility from waste disposal fees, permit fees, etc. (whatever or whoever the source) shall be retained by the Facility and used to reduce the operating expenses thereof. Each community shall be empowered to issue permits for use of the Facility at such fees as all member towns shall mutually agree upon.

D. Annual Budget. The Readfield Town Manager shall prepare an annual budget for the Facility for presentation to the Select Board and Budget Committee of each member town. The budget shall presume a fiscal year of July 1 to June 30. The budget shall be prepared sufficiently in advance of the annual town meeting of each town to permit considerations of each town's share of the expenses on the annual town warrant. The Town of Readfield shall bill the Towns of Fayette and Wayne each calendar month in arrears for their share of the incurred operating expenses and capital reserve contributions.

The Towns of Fayette and Wayne shall remit to the Town of Readfield the billed amount within ~~fourteen~~thirty days of presentation. Changes in the annual budget following adoption must be approved by a majority of the Select Board in each member town. Each town shall be responsible for all prudently incurred expenses approved by the Readfield Select Board, and each town shall convene such meetings of the legislative body as may be necessary to approve the budget, original appropriations and supplemental appropriations (if any) for each town's share of the operating and capital expenses of the Facility.

- E. Title to Property. Title to the real estate, equipment and personal property supplied by the Town of Readfield (including the ~~transfer station~~Facility equipment) not subject to a separate agreement shall remain in the Town of Readfield.

## VI. Duration and Termination of Agreement

- A. Term. This Agreement shall, at a minimum, be effective through June 30, 2022, and shall continue thereafter until terminated by any member town.
- B. Termination. ~~The Town of Readfield may terminate this Agreement by eighteen months advance notice to the Towns of Fayette and Wayne; the Towns of Fayette and Wayne may terminate this Agreement by eighteen months notice to the Town of Readfield~~This Agreement may be terminated by any party through written notice provided to all parties no less than twelve months in advance of the intended termination date. The notice of termination shall be effective when delivered to the Town Manager or Chair of the Select Board of the recipient town. The effective date of termination shall be the end of the first fiscal year (July 1 to June 30) following expiration of the notice period. The failure of a member town to appropriate funds required to meet the expenses incurred to operate the Facility shall serve as a notice of termination. Any notice of termination shall not relieve a member town of its liability for expenses incurred prior to the effective date of termination at the end of the applicable fiscal year.
- C. Disposition of Funds and Property Upon Termination. Upon termination, the Facility, all equipment, personal property and real property shall become the sole and exclusive property of the Town of Readfield. All remaining funds of the Facility after payment of all bills accrued through the effective date of termination shall become the sole and exclusive property of the Town of Readfield.

## VII. Adoption and Amendment

This Agreement shall become effective upon (a) approval by ordinance, resolution, or other action by the governing body of each member town; (b) the filing of this Agreement with the Maine Secretary of State; and (c) the filing of this Agreement with the Clerk of each member town. Following adoption, the Agreement may be amended only by majority vote of the Select Board of each member town. If any portion of this Agreement is found to be contrary to law (or is invalidated by subsequent change in the enabling state legislation), such invalidation shall not invalidate other portions, and the parties shall amend the Agreement to remedy the invalidated portion hereof.

In Witness Whereof, the duly authorized ~~Selectmen~~ Select Boards of the Town of Fayette, the Town of Readfield, and of the Town of Wayne do hereby set their hands and seals as approved on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Town of Fayette, Maine, by:

Town of Readfield, Maine, by:

Town of Wayne, Maine, by:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Maranacook Regional Recycling and Solid Waste Facility**  
**Financial Model - Preliminary Draft**

<b>Fiscal Year 2017-2018 Estimated:</b>	
Gross Expenses	\$ 283,100
Gross Revenues	\$ 47,150
Net Operating Cost	\$ 235,950

<b>Fiscal Year 2017-2018 Estimated Net Operating and Capital Costs</b>					
<b>Town</b>	<b>State Valuation</b>	<b>Multiplier</b>	<b>Operating Cost</b>	<b>Capital Cost (10% of Operating)</b>	<b>Total Cost</b>
Readfield	\$ 262,500,000	43%	\$ 100,801	\$ 10,080	\$ 110,881
Wayne	\$ 188,500,000	31%	\$ 72,384	\$ 7,238	\$ 79,623
Fayette	\$ 163,450,000	27%	\$ 62,765	\$ 6,277	\$ 69,042
<b>TOTAL</b>	\$ 614,450,000	100%	\$ 235,950	\$ 23,595	\$ 259,545

**Expense Summary Report**Fund: 1  
ALL Months

Account	Budget Net	YTD Net	Unexpended Balance	Percent Spent
<b>100 - General Admin</b>	<b>234,985.00</b>	<b>111,101.90</b>	<b>123,883.10</b>	<b>47.28</b>
<b>01 - Salaries</b>	<b>156,169.00</b>	<b>70,368.34</b>	<b>85,800.66</b>	<b>45.06</b>
01 - Selectmen	7,162.00	3,581.10	3,580.90	50.00
05 - Town Manager	50,000.00	23,068.80	26,931.20	46.14
10 - Bookkeeper	0.00	220.00	-220.00	---
15 - Treasurer	3,000.00	1,500.00	1,500.00	50.00
20 - Tax Collector	22,241.00	10,729.22	11,511.78	48.24
25 - Town Clerk	23,071.00	11,303.89	11,767.11	49.00
35 - Meeting Clerk	1,282.00	49.29	1,232.71	3.84
70 - Med/Fica	8,167.00	3,838.63	4,328.37	47.00
75 - Health Insurance	35,396.00	14,721.90	20,674.10	41.59
80 - Retirement	4,830.00	1,120.51	3,709.49	23.20
81 - Income Protection plan	1,020.00	235.00	785.00	23.04
<b>02 - Operating Expense</b>	<b>27,260.00</b>	<b>19,539.44</b>	<b>7,720.56</b>	<b>71.68</b>
01 - Office Expense	4,000.00	4,672.86	-672.86	116.82
05 - Travel expenses	2,000.00	800.23	1,199.77	40.01
10 - Training Expense	2,000.00	887.53	1,112.47	44.38
20 - MMA Dues	2,310.00	0.00	2,310.00	0.00
25 - Computer Repairs	1,500.00	275.00	1,225.00	18.33
30 - Computer Software	9,500.00	9,908.14	-408.14	104.30
35 - Website	750.00	450.00	300.00	60.00
40 - Town Report	1,000.00	0.00	1,000.00	0.00
45 - Sunshine Fund	200.00	0.00	200.00	0.00
50 - Tax Administration	4,000.00	2,545.68	1,454.32	63.64
<b>03 - Contractual</b>	<b>48,956.00</b>	<b>20,149.79</b>	<b>28,806.21</b>	<b>41.16</b>
01 - Legal Services	15,000.00	5,381.04	9,618.96	35.87
05 - Audit Services	5,300.00	4,940.00	360.00	93.21
15 - Insurance	18,000.00	7,881.00	10,119.00	43.78
20 - Rent	6,656.00	0.00	6,656.00	0.00
25 - Copier lease	4,000.00	1,947.75	2,052.25	48.69
<b>05 - Utilities</b>	<b>2,600.00</b>	<b>1,044.33</b>	<b>1,555.67</b>	<b>40.17</b>
01 - Telephone	2,600.00	1,044.33	1,555.67	40.17
<b>101 - Debt Service</b>	<b>167,580.00</b>	<b>168,272.43</b>	<b>-692.43</b>	<b>100.41</b>
<b>15 - Debt Service</b>	<b>167,580.00</b>	<b>168,272.43</b>	<b>-692.43</b>	<b>100.41</b>
05 - North Wayne Road Bond	36,366.00	36,396.66	-30.66	100.08
10 - Kings Highway	65,905.00	66,570.00	-665.00	101.01
15 - Old Winthrop Road Bond	65,309.00	65,305.77	3.23	100.00
<b>102 - Elections &amp; Hearings</b>	<b>1,750.00</b>	<b>1,913.52</b>	<b>-163.52</b>	<b>109.34</b>
<b>01 - Salaries</b>	<b>1,250.00</b>	<b>905.70</b>	<b>344.30</b>	<b>72.46</b>
41 - Elections clerk	1,250.00	880.61	369.39	70.45
70 - Med/Fica	0.00	25.09	-25.09	---
<b>02 - Operating Expense</b>	<b>500.00</b>	<b>1,007.82</b>	<b>-507.82</b>	<b>201.56</b>
01 - Office Expense	500.00	1,007.82	-507.82	201.56
<b>103 - General Assistance</b>	<b>3,000.00</b>	<b>0.00</b>	<b>3,000.00</b>	<b>0.00</b>
<b>10 - Social Services/Community Serv</b>	<b>3,000.00</b>	<b>0.00</b>	<b>3,000.00</b>	<b>0.00</b>
85 - General Assistance	2,500.00	0.00	2,500.00	0.00
87 - Ladd Alternative GA	500.00	0.00	500.00	0.00
<b>104 - Fire Department</b>	<b>53,995.00</b>	<b>16,720.56</b>	<b>37,274.44</b>	<b>30.97</b>

**Expense Summary Report**Fund: 1  
ALL Months

Account	Budget Net	YTD Net	Unexpended Balance	Percent Spent
<b>104 - Fire Department CONT'D</b>				
<b>01 - Salaries</b>	<b>13,995.00</b>	<b>5,382.54</b>	<b>8,612.46</b>	<b>38.46</b>
50 - Chief Officers stipends	6,000.00	3,000.00	3,000.00	50.00
52 - Firefighter stipends	7,000.00	2,000.00	5,000.00	28.57
70 - Med/Fica	995.00	382.54	612.46	38.45
<b>02 - Operating Expense</b>	<b>40,000.00</b>	<b>11,338.02</b>	<b>28,661.98</b>	<b>28.35</b>
60 - Fire Operations	22,000.00	5,927.33	16,072.67	26.94
61 - Fire Communications	4,000.00	1,410.74	2,589.26	35.27
62 - Fire Equipment	14,000.00	3,999.95	10,000.05	28.57
<b>105 - Assessing</b>	<b>22,350.00</b>	<b>9,000.00</b>	<b>13,350.00</b>	<b>40.27</b>
<b>02 - Operating Expense</b>	<b>1,800.00</b>	<b>1,800.00</b>	<b>0.00</b>	<b>100.00</b>
75 - GIS Maps	1,800.00	1,800.00	0.00	100.00
<b>03 - Contractual</b>	<b>20,550.00</b>	<b>7,200.00</b>	<b>13,350.00</b>	<b>35.04</b>
30 - Assessing/Mapping	14,750.00	7,200.00	7,550.00	48.81
35 - Quarterly review	5,800.00	0.00	5,800.00	0.00
<b>106 - Animal Control</b>	<b>5,230.00</b>	<b>2,560.01</b>	<b>2,669.99</b>	<b>48.95</b>
<b>01 - Salaries</b>	<b>3,230.00</b>	<b>1,614.75</b>	<b>1,615.25</b>	<b>49.99</b>
55 - Animal control officer	3,000.00	1,500.00	1,500.00	50.00
70 - Med/Fica	230.00	114.75	115.25	49.89
<b>10 - Social Services/Community Serv</b>	<b>2,000.00</b>	<b>945.26</b>	<b>1,054.74</b>	<b>47.26</b>
90 - Humane Society	2,000.00	945.26	1,054.74	47.26
<b>107 - Code Enforcement</b>	<b>16,214.00</b>	<b>8,636.54</b>	<b>7,577.46</b>	<b>53.27</b>
<b>01 - Salaries</b>	<b>12,514.00</b>	<b>5,930.99</b>	<b>6,583.01</b>	<b>47.39</b>
56 - Code Enforcement Officer	11,625.00	5,458.32	6,166.68	46.95
70 - Med/Fica	889.00	472.67	416.33	53.17
<b>02 - Operating Expense</b>	<b>2,700.00</b>	<b>2,583.00</b>	<b>117.00</b>	<b>95.67</b>
21 - KVCOG Dues	2,700.00	2,583.00	117.00	95.67
<b>65 - Unclassified</b>	<b>1,000.00</b>	<b>122.55</b>	<b>877.45</b>	<b>12.26</b>
10 - Planning Board	0.00	122.55	-122.55	----
30 - Ordinance & Mapping	1,000.00	0.00	1,000.00	0.00
<b>108 - Public Safety</b>	<b>35,202.00</b>	<b>19,972.63</b>	<b>15,229.37</b>	<b>56.74</b>
<b>03 - Contractual</b>	<b>28,302.00</b>	<b>16,558.23</b>	<b>11,743.77</b>	<b>58.51</b>
40 - Ambulance	10,700.00	5,350.50	5,349.50	50.00
45 - Sheriff Dept	6,000.00	4,160.00	1,840.00	69.33
50 - PSAP Dispatching	11,602.00	7,047.73	4,554.27	60.75
<b>05 - Utilities</b>	<b>6,900.00</b>	<b>3,414.40</b>	<b>3,485.60</b>	<b>49.48</b>
20 - Street lights	6,900.00	3,414.40	3,485.60	49.48
<b>109 - Roads</b>	<b>305,763.00</b>	<b>169,024.63</b>	<b>136,738.37</b>	<b>55.28</b>
<b>03 - Contractual</b>	<b>167,263.00</b>	<b>62,302.95</b>	<b>104,960.05</b>	<b>37.25</b>
55 - Parking Lot Plowing	3,800.00	900.00	2,900.00	23.68
60 - Road Plowing	158,463.00	58,102.95	100,360.05	36.67
75 - Roadside mowing	5,000.00	3,300.00	1,700.00	66.00
<b>05 - Utilities</b>	<b>500.00</b>	<b>115.22</b>	<b>384.78</b>	<b>23.04</b>
05 - Electricity	500.00	115.22	384.78	23.04
<b>25 - Roads</b>	<b>138,000.00</b>	<b>106,606.46</b>	<b>31,393.54</b>	<b>77.25</b>
01 - Roads Administration	2,000.00	764.75	1,235.25	38.24

**Expense Summary Report**Fund: 1  
ALL Months

Account	Budget Net	YTD Net	Unexpended Balance	Percent Spent
<b>109 - Roads CONT'D</b>				
05 - Brush/Tree removal	16,000.00	10,727.00	5,273.00	67.04
10 - Calcium chloride	8,000.00	2,697.50	5,302.50	33.72
15 - Sweeping	4,000.00	0.00	4,000.00	0.00
20 - Patching	4,000.00	3,943.85	56.15	98.60
30 - Signs	3,000.00	5,699.35	-2,699.35	189.98
35 - Painting	1,000.00	0.00	1,000.00	0.00
40 - Culverts	10,000.00	6,810.88	3,189.12	68.11
45 - Gravel	26,000.00	29,537.70	-3,537.70	113.61
46 - Winter salt	15,000.00	5,672.37	9,327.63	37.82
70 - Grading	9,000.00	3,657.50	5,342.50	40.64
75 - Ditching	40,000.00	36,991.56	3,008.44	92.48
80 - Catch Basin	0.00	104.00	-104.00	----
<b>110 - Transfer Station</b>	<b>112,908.00</b>	<b>49,150.48</b>	<b>63,757.52</b>	<b>43.53</b>
<b>02 - Operating Expense</b>	<b>3,800.00</b>	<b>1,075.50</b>	<b>2,724.50</b>	<b>28.30</b>
80 - Hazardous waste	1,500.00	0.00	1,500.00	0.00
85 - TS Backhoe Rental	2,300.00	1,075.50	1,224.50	46.76
<b>03 - Contractual</b>	<b>109,108.00</b>	<b>48,074.98</b>	<b>61,033.02</b>	<b>44.06</b>
65 - Transfer Station Operations	108,108.00	48,074.98	60,033.02	44.47
80 - Landfill mowing	1,000.00	0.00	1,000.00	0.00
<b>111 - Outside Agencies</b>	<b>24,116.00</b>	<b>23,615.50</b>	<b>500.50</b>	<b>97.92</b>
<b>10 - Social Services/Community Serv</b>	<b>24,116.00</b>	<b>23,615.50</b>	<b>500.50</b>	<b>97.92</b>
01 - Library	6,000.00	6,000.00	0.00	100.00
10 - Archival board	500.00	0.00	500.00	0.00
15 - Messenger	2,000.00	2,000.00	0.00	100.00
20 - Cemetery Association	3,500.00	3,500.00	0.00	100.00
25 - Rural Community Action	3,700.00	3,700.00	0.00	100.00
30 - Senior Spectrum	1,004.00	1,004.00	0.00	100.00
35 - Hospice	1,000.00	1,000.00	0.00	100.00
40 - Family Violence	1,000.00	1,000.00	0.00	100.00
45 - Maine Public Broadcasting	100.00	100.00	0.00	100.00
50 - Kennebec Valley Behavioral Hea	1,600.00	1,600.00	0.00	100.00
55 - Children Center	595.00	595.00	0.00	100.00
60 - Red Cross	1,200.00	1,200.00	0.00	100.00
65 - Sexual Assault Crisis Support	417.00	416.50	0.50	99.88
94 - Winthrop Food Pantry	1,500.00	1,500.00	0.00	100.00
<b>112 - Recreation</b>	<b>23,303.00</b>	<b>15,617.18</b>	<b>7,685.82</b>	<b>67.02</b>
<b>01 - Salaries</b>	<b>2,153.00</b>	<b>1,076.50</b>	<b>1,076.50</b>	<b>50.00</b>
67 - Recreation Coordinator	2,000.00	1,000.00	1,000.00	50.00
70 - Med/Fica	153.00	76.50	76.50	50.00
<b>02 - Operating Expense</b>	<b>4,300.00</b>	<b>0.00</b>	<b>4,300.00</b>	<b>0.00</b>
90 - Ladd Operational expenses	4,300.00	0.00	4,300.00	0.00
<b>03 - Contractual</b>	<b>5,850.00</b>	<b>4,243.44</b>	<b>1,606.56</b>	<b>72.54</b>
70 - Mowing	2,350.00	1,303.44	1,046.56	55.47
71 - Ladd Mowing	3,500.00	2,940.00	560.00	84.00
<b>10 - Social Services/Community Serv</b>	<b>11,000.00</b>	<b>10,297.24</b>	<b>702.76</b>	<b>93.61</b>
80 - 30 Mile River Snowmobile Assoc	650.00	0.00	650.00	0.00
91 - Kennebec Land Trust	250.00	1,300.00	-1,050.00	520.00
92 - Friends of Cobbossee Watershe	1,300.00	250.00	1,050.00	19.23
93 - Memorial Day	300.00	247.24	52.76	82.41

# Expense Summary Report

Fund: 1  
ALL Months

Account	Budget Net	YTD Net	Unexpended Balance	Percent Spent
<b>112 - Recreation CONT'D</b>				
97 - Andro Lake Improve Corp	3,000.00	3,000.00	0.00	100.00
98 - Andro Yacht club	500.00	500.00	0.00	100.00
99 - 30 Mile Wateshed	5,000.00	5,000.00	0.00	100.00
<b>113 - Land and Buildings</b>	<b>2,600.00</b>	<b>2,639.62</b>	<b>39.62</b>	<b>101.52</b>
<b>02 - Operating Expense</b>	<b>1,600.00</b>	<b>2,093.90</b>	<b>-493.90</b>	<b>130.87</b>
15 - Maintenance and Repairs	1,000.00	1,857.84	-857.84	185.78
95 - NW Schoolhouse	200.00	67.47	132.53	33.74
96 - NW Building	200.00	77.35	122.65	38.68
97 - Town House	200.00	91.24	108.76	45.62
<b>03 - Contractual</b>	<b>1,000.00</b>	<b>545.72</b>	<b>454.28</b>	<b>54.57</b>
72 - Historic Property Mowing	1,000.00	545.72	454.28	54.57
<b>114 - Capital Reserves transfers</b>	<b>147,000.00</b>	<b>150,021.54</b>	<b>-3,021.54</b>	<b>102.06</b>
<b>52 - Capital Reserve Funds</b>	<b>147,000.00</b>	<b>150,021.54</b>	<b>-3,021.54</b>	<b>102.06</b>
05 - Fire Truck	30,000.00	30,000.00	0.00	100.00
50 - Road Recon. & Pav. Project	100,000.00	100,000.00	0.00	100.00
65 - Town Office	15,000.00	15,000.00	0.00	100.00
75 - Technology Replacement Plan	2,000.00	2,000.00	0.00	100.00
90 - Former Pettengill Property Leg	0.00	3,021.54	-3,021.54	---
<b>115 - School RSU #38</b>	<b>2,033,394.00</b>	<b>1,016,697.00</b>	<b>1,016,697.00</b>	<b>50.00</b>
<b>60 - Intergovernment</b>	<b>2,033,394.00</b>	<b>1,016,697.00</b>	<b>1,016,697.00</b>	<b>50.00</b>
15 - RSU #38	2,033,394.00	1,016,697.00	1,016,697.00	50.00
<b>116 - County Tax</b>	<b>187,625.00</b>	<b>187,624.68</b>	<b>0.32</b>	<b>100.00</b>
<b>60 - Intergovernment</b>	<b>187,625.00</b>	<b>187,624.68</b>	<b>0.32</b>	<b>100.00</b>
20 - Kennebec County Tax	187,625.00	187,624.68	0.32	100.00
<b>117 - Cobbossee Watershed District</b>	<b>2,462.00</b>	<b>1,641.34</b>	<b>820.66</b>	<b>66.67</b>
<b>60 - Intergovernment</b>	<b>2,462.00</b>	<b>1,641.34</b>	<b>820.66</b>	<b>66.67</b>
25 - Cobbossee Watershed District	2,462.00	1,641.34	820.66	66.67
<b>118 - Overlay</b>	<b>10,000.00</b>	<b>97.88</b>	<b>9,902.12</b>	<b>0.98</b>
<b>60 - Intergovernment</b>	<b>10,000.00</b>	<b>97.88</b>	<b>9,902.12</b>	<b>0.98</b>
30 - Overlay	10,000.00	97.88	9,902.12	0.98
<b>120 - Selectboard Contingency</b>	<b>5,000.00</b>	<b>350.00</b>	<b>4,650.00</b>	<b>7.00</b>
<b>65 - Unclassified</b>	<b>5,000.00</b>	<b>350.00</b>	<b>4,650.00</b>	<b>7.00</b>
01 - Contigent	5,000.00	350.00	4,650.00	7.00
<b>Final Totals</b>	<b>3,394,477.00</b>	<b>1,954,657.44</b>	<b>1,439,819.56</b>	<b>57.58</b>

# Revenue Summary Report

Fund: 1  
ALL

Account	Budget Net	YTD Net	Uncollected Balance	Percent Collected
<b>100 - General Admin</b>	<b>626,469.00</b>	<b>2,849,215.56</b>	<b>-2,222,746.56</b>	<b>454.81</b>
01 - Banking Interest	400.00	434.02	-34.02	108.51
03 - Lien costs	5,000.00	1,552.70	3,447.30	31.05
04 - Interest on taxes	12,000.00	3,223.62	8,776.38	26.86
05 - MV Agent fees	4,250.00	2,067.00	2,183.00	48.64
06 - IFW Agent fees	500.00	155.00	345.00	31.00
07 - Motor Vehicle excise	232,000.00	132,896.03	99,103.97	57.28
08 - Boat Excise	2,000.00	930.70	1,069.30	46.54
09 - Vitals	600.00	219.80	380.20	36.63
10 - Cash Short/ Over	0.00	-10.55	10.55	----
13 - Cable TV Franchise	4,200.00	0.00	4,200.00	0.00
14 - Misc revenue	15,000.00	956.91	14,043.09	6.38
15 - Surplus	300,000.00	0.00	300,000.00	0.00
20 - Insurance Dividends/Reimburse	0.00	1,130.00	-1,130.00	----
21 - State revenue sharing	45,519.00	19,886.25	25,632.75	43.69
25 - Tax Commitment	0.00	2,685,574.08	-2,685,574.08	----
26 - Supplemental Taxes	5,000.00	0.00	5,000.00	0.00
27 - Payment in Lieu of Taxes	0.00	200.00	-200.00	----
<b>103 - General Assistance</b>	<b>1,250.00</b>	<b>1,081.60</b>	<b>168.40</b>	<b>86.53</b>
01 - GA Reimbursement	1,250.00	1,081.60	168.40	86.53
<b>105 - Assessing</b>	<b>31,541.00</b>	<b>39,268.23</b>	<b>-7,727.23</b>	<b>124.50</b>
01 - Tree Growth	4,000.00	3,632.23	367.77	90.81
02 - Homestead Exemption	26,000.00	34,240.00	-8,240.00	131.69
03 - Veteran reimbursement	1,500.00	1,396.00	104.00	93.07
04 - BETE Reimbursement	41.00	0.00	41.00	0.00
<b>106 - Animal Control</b>	<b>800.00</b>	<b>268.00</b>	<b>532.00</b>	<b>33.50</b>
01 - Dog fees	750.00	268.00	482.00	35.73
02 - Dog late fees	50.00	0.00	50.00	0.00
<b>107 - Code Enforcement</b>	<b>2,000.00</b>	<b>1,183.00</b>	<b>817.00</b>	<b>59.15</b>
01 - Building permits	2,000.00	1,176.00	824.00	58.80
02 - Yard Sale Permit	0.00	7.00	-7.00	----
<b>109 - Roads</b>	<b>30,848.00</b>	<b>30,708.00</b>	<b>140.00</b>	<b>99.55</b>
01 - Local Road Assist Program	30,848.00	30,708.00	140.00	99.55
<b>119 - Snowmobile</b>	<b>650.00</b>	<b>0.00</b>	<b>650.00</b>	<b>0.00</b>
01 - State Reimbursement	650.00	0.00	650.00	0.00
<b>Final Totals</b>	<b>693,558.00</b>	<b>2,921,724.39</b>	<b>-2,228,166.39</b>	<b>421.27</b>

## General Ledger Summary Report

Fund(s): ALL

ALL

Account	Beg Bal Net	----- Y T D -----			Pending Activity	Balance Net
		Debits	Credits	Net		
<b>1 - General Fund</b>	<b>0.00</b>	<b>17,054,682.29</b>	<b>17,054,682.29</b>	<b>0.00</b>	<b>-13,541.37</b>	<b>-13,541.37</b>
<b>Assets</b>	<b>1,119,946.59</b>	<b>5,040,275.70</b>	<b>3,856,019.45</b>	<b>1,184,256.25</b>	<b>-18,177.40</b>	<b>2,286,025.44</b>
100-00 Cash / Checking	1,035,397.87	1,919,706.68	2,099,579.36	-179,872.68	-20,155.48	835,369.71
110-00 Debit Card Account-Androscogg	2,000.00	0.00	0.00	0.00	0.00	2,000.00
110-01 Cash Drawers	401.70	0.00	1.70	-1.70	0.00	400.00
110-03 Andro Savings 1600191314	243,374.44	0.00	0.00	0.00	0.00	243,374.44
116-00 NSF CHECK	948.73	1,089.79	797.93	291.86	0.00	1,240.59
120-00 ACCOUNTS RECEIVABLE	772.57	0.00	0.00	0.00	0.00	772.57
150-05 2005 Real Estate Taxes	0.00	0.00	0.00	0.00	0.00	-0.01
150-12 2012 Real Estate Taxes	5,612.51	0.00	0.00	0.00	0.00	5,612.51
150-13 2013 Real Estate Taxes	0.10	0.00	0.08	-0.08	0.00	0.02
150-14 2014 Real Estate Taxes	1.31	21.39	1.29	20.10	0.00	21.41
150-15 2015 Real Estate Taxes	76,780.58	886.10	77,585.71	-76,699.61	0.00	80.97
150-16 2016 Real Estate Taxes	-2,436.30	2,675,855.98	1,197,347.71	1,478,508.27	0.00	1,476,071.97
150-17 2017 Real Estate Taxes	0.00	0.00	29.53	-29.53	0.00	-29.53
155-05 2005 pp Taxes	168.81	0.00	0.00	0.00	0.00	168.81
155-06 2006 pp Taxes	250.19	0.00	0.00	0.00	0.00	250.19
155-07 2007 pp Taxes	261.03	0.00	0.00	0.00	0.00	261.03
155-08 2008 pp Taxes	421.05	0.00	0.00	0.00	0.00	421.05
155-09 2009 pp Taxes	554.20	0.00	0.00	0.00	0.00	554.20
155-10 2010 pp Taxes	880.67	0.00	0.00	0.00	0.00	880.67
155-11 2011 pp Taxes	1,504.76	0.00	0.02	-0.02	0.00	1,504.74
155-12 2012 pp Taxes	1,761.53	0.00	256.79	-256.79	0.00	1,504.74
155-13 2013 pp Taxes	2,154.16	0.00	473.15	-473.15	0.00	1,681.01
155-14 2014 pp Taxes	3,270.95	0.00	1,092.67	-1,092.67	0.00	2,178.28
155-15 2015 pp Taxes	6,528.10	0.00	3,746.71	-3,746.71	0.00	2,781.39
155-16 2016 pp Taxes	-0.02	11,950.02	2,229.38	9,720.64	0.00	9,720.62
155-17 2017 pp Taxes	0.00	0.00	0.03	-0.03	0.00	-0.03
160-09 2009 Liens	5,411.87	0.00	0.00	0.00	0.00	5,411.87
160-10 2010 Liens	5,611.57	0.00	0.00	0.00	0.00	5,611.57
160-11 2011 Liens	5,611.57	0.00	0.00	0.00	0.00	5,611.57
160-13 2013 Liens	5,875.95	0.00	0.00	0.00	0.00	5,875.95
160-14 2014 Liens	36,926.13	0.00	13,327.25	-13,327.25	0.00	23,598.88
160-15 2015 Liens	0.00	60,137.84	14,056.86	46,080.98	0.00	46,080.98
199-02 Due to/from Ladd Rec	-1,570.12	46,443.07	51,967.58	-5,524.51	1,840.82	-5,253.81
199-03 Due to/from Special Revenues	-15,363.53	15,010.69	8,309.32	6,701.37	137.26	-8,524.90
199-04 Due to/from Capital Projects	-303,165.79	306,831.31	383,341.38	-76,510.07	0.00	-379,675.86
199-05 Due to/from Trust Funds	0.00	2,342.83	1,875.00	467.83	0.00	467.83
<b>Liabilities</b>	<b>111,866.63</b>	<b>87,380.81</b>	<b>85,247.95</b>	<b>-2,132.86</b>	<b>-4,636.03</b>	<b>105,097.74</b>
309-00 Community Directory	0.00	0.00	25.00	25.00	0.00	25.00
310-01 BMV	1,591.25	49,008.41	52,324.16	3,315.75	-4,209.50	697.50
310-03 State Vital Fees	0.00	0.00	33.20	33.20	0.00	33.20
310-15 IFW	4,587.25	8,586.44	4,835.19	-3,751.25	-136.00	700.00
310-30 Dog License State	0.00	108.00	358.00	250.00	-179.00	71.00
310-35 State Plumbing Fee 25%	346.25	155.00	430.00	275.00	-85.00	536.25
310-36 DEP Plumbing Fee \$15.00	-282.50	30.00	105.00	75.00	-15.00	-222.50
320-00 Accounts Payable	3,729.13	3,920.33	191.20	-3,729.13	0.00	0.00
320-05 LPI Plumbing Fee 75%	-1,013.75	465.00	1,595.00	1,130.00	-255.00	-138.75
330-10 Federal withholding	0.00	18,477.33	18,477.33	0.00	0.00	0.00
330-25 State withholding	0.00	2,405.11	2,405.11	0.00	0.00	0.00
330-40 Retirement withholding	0.00	1,790.59	1,790.59	0.00	0.00	0.00

**General Ledger Summary Report**

Fund(s): ALL

ALL

Account	Beg Bal Net	----- Y T D -----			Pending Activity	Balance Net
		Debits	Credits	Net		
<b>1 - General Fund CONTD</b>						
330-50 MMEHT with holding	0.00	2,434.60	2,678.17	243.57	243.47	487.04
400-00 Deferred Tax Revenues	102,909.00	0.00	0.00	0.00	0.00	102,909.00
<b>Fund Balance</b>	<b>1,008,079.96</b>	<b>11,927,025.78</b>	<b>13,113,414.89</b>	<b>1,186,389.11</b>	<b>0.00</b>	<b>2,194,469.07</b>
500-00 Expense control	0.00	1,821,918.50	10,191,679.22	8,369,760.72	0.00	8,369,760.72
510-00 Revenue control	0.00	2,080,685.28	2,921,735.67	841,050.39	0.00	841,050.39
520-00 Undesignated fund balance	1,008,079.96	8,024,422.00	0.00	-8,024,422.00	0.00	-7,016,342.04
<b>2 - Ladd Rec Operations</b>						
<b>Assets</b>	<b>0.00</b>	<b>98,410.65</b>	<b>98,410.65</b>	<b>0.00</b>	<b>-1,840.82</b>	<b>-1,840.82</b>
199-01 Due to/from	1,570.12	51,967.58	46,443.07	5,524.51	-1,840.82	5,253.81
<b>Liabilities</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Fund Balance</b>	<b>1,570.12</b>	<b>46,443.07</b>	<b>51,967.58</b>	<b>5,524.51</b>	<b>0.00</b>	<b>7,094.63</b>
500-00 Expense Control	0.00	46,443.07	0.00	-46,443.07	0.00	-46,443.07
510-00 Revenue Control	0.00	0.00	51,967.58	51,967.58	0.00	51,967.58
520-00 Fund Balance	1,570.12	0.00	0.00	0.00	0.00	1,570.12
<b>3 - Special Revenues</b>						
<b>Assets</b>	<b>0.00</b>	<b>43,547.37</b>	<b>43,547.37</b>	<b>0.00</b>	<b>-137.26</b>	<b>-137.26</b>
120-01 No. Wayne School House KSB	2,424.83	0.00	0.00	0.00	0.00	2,424.83
199-01 Due to/from	15,363.53	8,309.32	15,010.69	-6,701.37	-137.26	8,524.90
<b>Liabilities</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Fund Balance</b>	<b>17,788.36</b>	<b>35,238.05</b>	<b>28,536.68</b>	<b>-6,701.37</b>	<b>0.00</b>	<b>11,086.99</b>
500-00 Expense Control	0.00	17,449.69	0.00	-17,449.69	0.00	-17,449.69
510-00 Revenue Control	0.00	0.00	28,536.68	28,536.68	0.00	28,536.68
525-00 Animal Control	2,100.03	2,100.03	0.00	-2,100.03	0.00	0.00
531-00 Farmers Market	476.52	476.52	0.00	-476.52	0.00	0.00
532-00 Wayne History Project	3,973.42	3,973.42	0.00	-3,973.42	0.00	0.00
535-00 Soccer	2,239.09	2,239.09	0.00	-2,239.09	0.00	0.00
536-00 Softball	621.02	621.02	0.00	-621.02	0.00	0.00
537-00 Baseball	118.90	118.90	0.00	-118.90	0.00	0.00
538-00 Cemetery Lot Sales	275.00	275.00	0.00	-275.00	0.00	0.00
539-00 Community Directory	115.00	115.00	0.00	-115.00	0.00	0.00
540-00 No. Wayne School House	2,395.84	2,395.84	0.00	-2,395.84	0.00	0.00
541-00 Water Quality	5,473.54	5,473.54	0.00	-5,473.54	0.00	0.00
<b>4 - Capital Reserves</b>						
<b>Assets</b>	<b>0.00</b>	<b>1,013,731.27</b>	<b>1,013,731.27</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
109-00 Fire Truck - WAFUCU - 24852-00	25.00	0.00	0.00	0.00	0.00	25.00
110-00 Fire Truck - WAFUCU - 24852-64	17,928.79	0.00	0.00	0.00	0.00	17,928.79
199-01 Due to/from	303,165.79	438,316.38	306,831.31	131,485.07	0.00	434,650.86

# General Ledger Summary Report

Fund(s): ALL  
ALL

Account	Beg Bal Net	----- Y T D -----		Pending Activity	Balance Net	
		Debits	Credits			Net
<b>4 - Capital Reserves CONT'D</b>						
<b>Liabilities</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
<b>Fund Balance</b>	<b>321,119.58</b>	<b>575,414.89</b>	<b>706,899.96</b>	<b>131,485.07</b>	<b>0.00</b>	<b>452,604.65</b>
500-00 Expense Control	0.00	251,856.31	0.00	-251,856.31	0.00	-251,856.31
510-00 Revenue Control	0.00	2,439.00	706,899.96	704,460.96	0.00	704,460.96
521-00 Transfer Station	43,572.00	43,572.00	0.00	-43,572.00	0.00	0.00
523-00 Roads	83,203.44	83,203.44	0.00	-83,203.44	0.00	0.00
524-00 Fire Truck	42,928.79	42,928.79	0.00	-42,928.79	0.00	0.00
525-00 Sand Salt Shed	2,918.64	2,918.64	0.00	-2,918.64	0.00	0.00
526-00 Footbridge	3,617.44	3,617.44	0.00	-3,617.44	0.00	0.00
530-00 Fire Station	1,591.74	1,591.74	0.00	-1,591.74	0.00	0.00
531-00 Lord Road Paving	30,410.48	30,410.48	0.00	-30,410.48	0.00	0.00
532-00 Hardscrabble Road	2,810.53	2,810.53	0.00	-2,810.53	0.00	0.00
533-00 Lovejoy Pond Dam	16,560.53	16,560.53	0.00	-16,560.53	0.00	0.00
534-00 Land/Building	3,083.75	3,083.75	0.00	-3,083.75	0.00	0.00
535-00 Cemetery Stone Cleaning	9,900.00	9,900.00	0.00	-9,900.00	0.00	0.00
536-00 Town Office	47,402.50	47,402.50	0.00	-47,402.50	0.00	0.00
537-00 Besse Road Chip Seal	4,800.00	4,800.00	0.00	-4,800.00	0.00	0.00
538-00 Fire Equipement	6,572.52	6,572.52	0.00	-6,572.52	0.00	0.00
539-00 Village Improvements	2,737.87	2,737.87	0.00	-2,737.87	0.00	0.00
540-00 Technology	8,654.16	8,654.16	0.00	-8,654.16	0.00	0.00
542-00 Emergency Management	5,200.00	5,200.00	0.00	-5,200.00	0.00	0.00
543-00 Fire Pond/Dry Hydrant	1,633.00	1,633.00	0.00	-1,633.00	0.00	0.00
545-00 Fmr. Pettengill Property Legal	3,522.19	3,522.19	0.00	-3,522.19	0.00	0.00
<b>5 - Trust Funds</b>	<b>0.00</b>	<b>4,217.83</b>	<b>4,217.83</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Assets</b>	<b>80,400.90</b>	<b>1,875.00</b>	<b>2,342.83</b>	<b>-467.83</b>	<b>0.00</b>	<b>79,933.07</b>
101-00 Jaworski Andro 45107709	1,141.74	0.00	0.00	0.00	0.00	1,141.74
103-00 Ruth Lee Andro 45107645	8,486.39	0.00	0.00	0.00	0.00	8,486.39
104-00 Ladd Worthy Poor Andro 4510761	23,669.40	0.00	0.00	0.00	0.00	23,669.40
105-00 Ladd WAFUCU 25542-ID 00	25.04	0.00	0.00	0.00	0.00	25.04
106-00 Ladd WAFUCU 25542-ID 10 CD	14,862.67	0.00	0.00	0.00	0.00	14,862.67
107-00 Ladd WAFUCU 25542-ID 64 Savings	32,215.66	0.00	0.00	0.00	0.00	32,215.66
199-01 Due to/from	0.00	1,875.00	2,342.83	-467.83	0.00	-467.83
<b>Liabilities</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Fund Balance</b>	<b>80,400.90</b>	<b>2,342.83</b>	<b>1,875.00</b>	<b>-467.83</b>	<b>0.00</b>	<b>79,933.07</b>
500-00 Expense Control	0.00	967.83	0.00	-967.83	0.00	-967.83
510-00 Revenue Control	0.00	1,375.00	1,875.00	500.00	0.00	500.00
521-00 Jaworski Fund Balance	1,141.74	0.00	0.00	0.00	0.00	1,141.74
522-00 Ladd Recreation Capital FB	47,103.37	0.00	0.00	0.00	0.00	47,103.37
523-00 Ruth Lee FB	8,486.39	0.00	0.00	0.00	0.00	8,486.39
524-00 Ladd Worthy Poor FB	23,669.40	0.00	0.00	0.00	0.00	23,669.40
<b>Final Totals</b>	<b>0.00</b>	<b>18,214,589.41</b>	<b>18,214,589.41</b>	<b>0.00</b>	<b>-15,519.45</b>	<b>-15,519.45</b>



# MARANACOOK AREA SCHOOLS

Donna H. Wolfrom, Ed.D.  
Superintendent of Schools

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

Tel. 207-685-3336

November 2, 2016

*A Caring School Community Dedicated to Excellence*

Ryan Meserve  
Special Education Director

Brigette Williams  
Finance Manager

Fax. 207-685-4703

Dear RSU #38 Community Select Board Members:

We would like to invite you to attend a joint meeting with the RSU #38 School Board on March 15, 2017 at 6:30 p.m. at the Maranacook Community High School to discuss the draft FY18 RSU #38 school budget.

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

Below is a list of the RSU #38 budget meetings. We encourage someone from your Select Board to attend these meetings in order to gain a better understanding of the details of the draft budget prior to the March 15 meeting. At these meetings administrators will describe their budgets and discuss any changes that they feel are necessary for FY18. The schedule for the RSU #38 budget meetings is as follows and we would welcome your attendance:

- January 4, business meeting & budget overview
- January 18, budget workshop
- February 1, business meeting
- February 15, budget workshop
- March 1, business meeting
- March 15, budget workshop – Joint meeting with Select Boards on budget; budget deliberations, follow-up and decision making
- March 22 (tent.), budget workshop, budget deliberations, follow-up and decision making
- March 29 (tent.), budget workshop, budget deliberations, follow-up and decision making
- April 5, business meeting including budget deliberations, follow-up and decision making
- April 12, business meeting, vote on budget
- May 17, RSU 38 Annual Meeting, 7:00 p.m.

We look forward to the March 15 meeting where we can openly discuss the draft budget and raise and answer questions that will promote a better understanding of the needs of the RSU #38 community. We hope you can join us for this meeting.

Sincerely,

Donna H. Wolfrom  
Superintendent of Schools

Terri Watson  
RSU #38 Board Chairperson

## Town News – December 2016

This month the **Board of Selectmen** will be meeting on **December 13 at 6:30 PM** at the **Wayne Elementary School Gymnasium**.

In observance, of the holiday season the Board of Selectmen regularly scheduled meeting on **Tuesday December 27<sup>th</sup>, 2016** will be cancelled. Their next regularly scheduled meeting **Tuesday January 10, 2017** at 6:30 PM.

Don't forget to license your dog. Dog tags are available at the Town Office. Your dog will be assessed a \$25 late fee on January 1st, 2017. Contact the Town Office for details.

The Town's **Assessor Agent** Matt Caldwell from RJD Appraisal will be available by appointment on **Monday December 26, 2016** to answer any questions you might have about your assessment or tax bill. Please contact, the Town Office to schedule an appointment.

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

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

- **Christmas Day (Holiday Observance)**, Mon. Dec. 26, 2016 – Closed
- **New Years' Day (Holiday Observance)**, Mon. Jan. 2, 2017 - Closed

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

- **Christmas Eve**, Sat. Dec. 24, 2016 – Open: 8:00 AM to 12:00 PM
- **New Years' Eve**, Sat. Dec. 31, 2016 – Open: 8:00 AM to 12:00 PM

The Board of Selectmen and Town Office Staff hope you all have a safe and enjoyable holiday season!

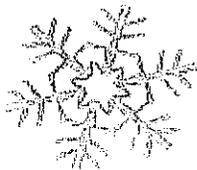
# Town of Wayne Holiday Party

**Your Cordially Invited to:**

Ho Ho Ho!  
Merry Christmas &  
Happy New Year!



**To:** Selectboard & Town Employees  
**Date:** Wed. Dec. 21, 2016  
**Time:** 4:00 – 5:00 PM  
**Where:** Wayne Town Office



**Music**



**Snacks**



**Drinks**

