

**Readfield Select Board
Meeting Agendas
March 20, 2017, Readfield Town Office**

Select Board Meeting starts at 6:30 PM
Meeting ends (unless extended): 8:50 PM

Pledge of Allegiance

Regular Meeting - 10 minutes

- 17-159 - Minutes: Select Board meeting minutes of march 6th and 13th, 2017. - 5 minutes
- 17-160 - Warrants: #39 & #40. - 5 minutes

Communications - 30 minutes

Select Board communications. - 5 minutes

Town Manager's Report - 5 minutes

Treasurer's Report - February - 5 minutes

Boards, Committees, Commissions & Departments - 5 minutes

- Cobbossee Watershed District meeting minutes of December 13, 2016
- Trails Committee minutes of January 31, 2017

Public Communication - Members of the public may address the Select Board. – 10 minutes

New Business - 95 minutes

17-161 - Review of Draft Ordinances / Ordinance Amendments - 60 minutes

- Property Assessed Clean Energy (PACE) Ordinance - proposed new
- Board of Appeals Ordinance - proposed new
- Administration Ordinance - proposed changes to existing
- Land Use Ordinance - proposed changes to existing

17-162 - Initial Draft Warrant Review - 15 minutes

17-163 - Review of a new Dispatching Agreement with the State of Maine - 5 minutes

17-164 - Review and approve a Final Interlocal Agreement for solid waste - 15 minutes

Future Agenda Items - 5 minutes

Adjournment

REGULAR MEETING

- **MINUTES**
- **WARRANTS**

Readfield Select Board Regular Meeting Minutes – March 6, 2017 – *Unapproved*

Select Board Members Present: Bruce Bourgoine, Thomas Dunham, John Parent, Christine Sammons, and Kathryn Woodsum

Others Attending: Eric Dyer (Town Manager), Kristin Parks (Board Secretary), William Starrett (Channel 7), Grace Keene, Marion Dunham, Karen Peterson, Tom Donegan, Lenny Reay, Pamela Osborne, Greg Durgin, Lorraine Wagner, Sandra Rourke, Mark Graham, Brent West, Brett Roberts, Mike Harrington, Chris Voynik

Executive Session

To have the Select Board hold an executive sessions to discuss labor negotiation matters pursuant to 1 MRSA, Section 405, subsection 6(D).

At 5:34 Bruce Bourgoine made the motion to enter into executive session to discuss labor negotiation matters pursuant to 1 MRSA, Section 405, subsection 6(D). The Town Manager was invited to attend and there won't be an action taken when we come out executive session. The motion was seconded by Kathryn Wood. Passed 5-0

Came out of executive session at 6:50,

Regular Meeting

Mr. Bourgoine called the meeting to order at 6:40 pm followed by The Pledge of Allegiance.

- **17-149– Minutes: Select Board meeting minutes of February 21, 2017**
 - **Motion** made by Mrs. Sammons to approve the minutes of the February 21, 2017 meeting as submitted, **second** by Mrs. Woodsum. **Vote** 4-0-1, abstained by Mr. Parent due to being absent.
- **17-150 – Warrants #37 & #38**
 - Mr. Dunham reviewed Warrants #37 & #38.
 - **Motion** made by Mrs. Woodsum to approve Warrants #37 & #38 in the amount of \$350,184.01, **second** by Mr. Parent. **Vote** 5-0 in favor.

Communications

- **Select Board Communications**
 - Mrs. Sammons and Mrs. Woodsum have met on the ordinances and will be in touch with Mr. Dyer and have more information available soon.
 - Mr. Parent commended that the town maintenance and Cushing Construction have done an awesome job with the storms that we have had.
 - Mr. Dunham made a suggestion to have Anna Carll show how to fill out a timecard. Very detailed and she does a great job.
- **Town Manager's Report**
 - Mr. Dyer went over his Town Managers Report dated for March 6, 2017.
 - Town Manager to check to see about adding ash to the compost pile.

Readfield Select Board
Regular Meeting Minutes – March 6, 2017 – *Unapproved*

- **Boards, Committees, Commissions & Departments**
 - Cobbossee Watershed District Minutes of September 13 and October 11, 2016
 - Trail Committee Minutes of November 22, 2016
 - Age Friendly Community Committee Minutes of January 3, 2017
 - Library Board Minutes of January 4 and February 1, 2017
 - Conservation Commission Minutes of January 10, 2017
 - *Thank you all for submitting your minutes.*
- **Public Communications - Members of the public may address the Select Board on any topic**
 - None

Appointments, Re-appointments and Resignations:

- **17-151 – Re-appoint Romaine Turyn to the Age Friendly Community Committee**
 - **Motion** made by Mrs. Sammons to re-appoint Romaine Turyn to the Age Friendly Community Committee with a term ending June 30, 2020, **Second** by Mrs. Woodsum. **Vote** 5-0 in favor.
- **17-152 – Re-appoint Ann Mitchell to the Age Friendly Community Committee**
 - **Motion** made by Mrs. Sammons to re-appoint Ann Mitchell to the Age Friendly Community Committee with a term ending June 30, 2019, **Second** by Mrs. Woodsum. **Vote** 5-0 in favor.
- **17-153 – Re-appoint Marianne Perry to the Age Friendly Community Committee**
 - **Motion** made by Mrs. Sammons to re-appoint Marianne Perry to the Age Friendly Community Committee with a term ending June 30, 2020, **Second** by Mrs. Woodsum. **Vote** 5-0 in favor.
- **17-154 – Appoint Brent West to the Conservation Commission**
 - Brent West was present for his appointment and gave a brief introduction.
 - **Motion** made by Mrs. Woodsum to appoint Brent West to the Conservation Commission for a 3 year term starting tonight and ending June 30, 2020, **Second** by Mrs. Sammons. **Vote** 5-0 in favor.

Old Business:

- **17-136 – Second Reading of Parks Commissions organizational document**
 - Mr. Dyer went over the Second Reading of the Parks Commission and discussed the make up on committee members. Suggested to keep it as a seven voting members committee.
 - **Motion** made by Mrs. Woodsum to approve the Adhoc Parks Commission 2nd reading with a period of one year, restating motion with edits as discussed, **Second** by Mr. Parent. **Discussion:** Brief discussion regarding the Appointment part of the document. Town Manager to change wording in policies, REF and Heritage Days to read the same as Parks Commission. **Vote** 5-0 in favor.
 - **Motion** made by Mrs. Woodsum that we revise the Heritage Days and the Readfield Enterprise to have consistent language that termination would be according to the appointment policy not referencing anything to do without cause, **Second** by Mrs. Sammons. **Vote** 5-0 in favor.

Readfield Select Board
Regular Meeting Minutes – March 6, 2017 – *Unapproved*

Public Hearing:

- **Conduct a public hearing pursuant to naming applications that have been received for the ball field at the fairgrounds and the Readfield and Wayne Transfer Station**
 - **Public Hearing opened at 7:12 pm**
 - Lenny Reay addressed Grace Keene, no disrespect but the naming should reflect the Readfield Fairgrounds name.
 - Lorraine Wagner thanked Grace Keene and her family but there are many others in the community who have put a lot of work into it as well. Feels should be named to reflect all those that have helped something like Readfield Community “something”. Asking Select Board to take consideration on naming the ball field.
 - Marion Dunham spoke and shared her feelings on all the hours and work everyone has done and feels everyone should be acknowledged in a community naming way.
 - Greg Durgin mentioned that it’s not renaming the Fairgrounds, its naming the Ball field. Has a list of all those who volunteered and donated and feels the application mentioned all the needed information in naming the ball field.
 - Karen Peterson wanted to remind everyone if it wasn’t for the donation from the Keene Family that none of this would ever have been started with the ball field project.
 - No public comments on naming of the Readfield & Wayne Transfer Station.
 - **Public Hearing closed at 7:22 pm.**

New Business:

- **17-155 – Consider a naming application for the ball field at the fairgrounds recreation area**
 - Mrs. Woodsum spoke and feels that the protocol for the naming policy has been followed and felt a plaque with all volunteers and donations to the ball field at the field would be ideal.
 - Mr. Bourgoine spoke that he is uncomfortable naming places after individuals.
 - Mr. Parent mirrored Mrs. Woodsum comments. There are a lot of people who did some work on this naming project and respects their thoughtful input and research.
 - Mr. Bourgoine said a dedication ceremony with all the hard in kind work and donations would defiantly be something to do.
 - Mr. Dunham agrees with Mr. Bourgoine, this week is the first time he has heard about the naming of the ball field. Uncomfortable with naming a place after a family when other people have put a lot of time and effort into the project.
 - **Motion** made by Mrs. Woodsum that we name the ball field at the Readfield Fairgrounds Keene Memorial Parks and that we make a plaque recognizing all those who have contributed/donated, **Second** by Mr. Parent. **Vote 3-2**, opposed by Mr. Bourgoine & Mr. Dunham.
 - Mr. Durgin would like to know if we missed anyone to add to the plaque and for the dedication ceremony.
- **17-156 – Consider a naming application for the Readfield and Wayne Transfer Station**
 - Mr. Dyer went over the Naming Application for the Transfer Station as presented in the packet.
 - Mr. Dunham feels Readfield Transfer Station identifies the location of the facility instead of confusing residents on where it may be located.
 - **Motion** made by Mrs. Woodsum that we rename the Readfield & Wayne Transfer Station to just be named the Readfield Transfer Station, **Second** by Mr. Dunham. **Vote 5-0** in favor.

Readfield Select Board
Regular Meeting Minutes – March 6, 2017 – Unapproved

- **17-157 – Consider transfer of ownership of the “bank building” at Readfield Corner from Camden National Bank to Merrill’s Investigation, pursuant to a user agreement associated with the property.**
 - Mr. Dyer went over the information presented in the packet regarding the User Agreement. He did get input from the Town Attorney.
 - Mike Harrington, Owner/President of Merrill Investigation spoke regarding the use of the building once he is the owner. Very minimal foot traffic, around 7 people for staff in the building. Owns multiple companies, grown and needs more space.
 - Mark Graham, Vice President and Corporate Real Estate Manager of Camden National Bank spoke. He would like to replace the existing sign of Camden National Bank and have it be a Readfield Fire Department sign. The ATM will be removed.
 - Mrs. Woodsum asked if we need to maintain an agreement as specific/involved as we currently have and if we could maybe change to allow the sale to go through and negotiate with Merrill Investigations. Both Camden National Bank and Merrill Investigations are okay with the current user agreement for the sale to be complete.
 - Parking lot can be used for parking for public events if needed.
 - **Motion** made by Mr. Bourgoine that we approve the sale and that on the approval of the sale we include the reference in the deed to the current user agreement, **Second** by Mrs. Sammons.
 - **Discussion:** Look over the agreement and make sure it’s updated/simplified. Discussion on the right of way and who is doing the winter storm clean up. **Vote 5-0 in favor.**
- **17-158 – Consider the disposition of Tax Acquired Property**
 - Mr. Dyer spoke that he had made a recommendation for sale of both properties. He did receive a call regarding one of the properties. The second parcel is a much changed circumstance.
 - Mr. Dyer reviewed the recent foreclosures information. Three of the properties have been reclaimed. The remaining two he put insurance and general liability on through MMA. A brief review of both properties as we know of their current status.
 - Recommend by Mr. Dyer that the town take possession of property 1 (1111 Main Street) as soon as possible to get secured. Banks were given the opportunity to take ownership of the property with unsuccessful attempts along with the property owner.
 - Brief discussion on the difference in taking possession of the two properties. One is unoccupied and the other currently has tenants.
 - **Motion** made by Mrs. Woodsum regarding 1111 Main Street that the town takes possession immediately to get status of the building and to properly secure it and the Town Manager to move forward to list with a broker and sell the property, **Second** by Mr. Parent. **Discussion:** Banks don’t receive any profit/have no claim. Quick claim deed, town’s interest is free and clear. **Vote 5-0 in favor.**
 - Mr. Dyer originally had a recommendation for the town to acquire the property on Hunts Lane, and went over his new recommendation to allow for the family estate to take care of the property issues due to a recent conversation today.
 - **Motion** made by Mrs. Woodsum regarding the property at 16 Hunts Lane that the town not take possession of the property, that we allow the current tenants to remain at the location and that we authorize the Town Manager to discuss with the lawyer of the estate of the heirs to settle the accounts for all outstanding taxes, interest and fees to the town of Readfield to reclaim the title at 16 hunts lane with a date of December 31, 2017, **Second** by Mrs. Sammons. **Vote 5-0 in favor.**

Readfield Select Board
Regular Meeting Minutes – March 6, 2017 – *Unapproved*

Motion made by Mrs. Woodsum to extend the meeting by 10 minutes, **Second** by Mr. Parent. **Vote** 5-0 in favor.

Future Agenda Items:

- Mr. Dyer spoke on his concerns of foreclosure property being purchased to those who are unable to pay their back taxes and having the property sell for what taxes are due. Would like the Select Board to review the policy (Disposition of Tax Acquired Property) and give recommendations and suggestions. Mrs. Sammons and Mrs. Woodsum to work on this with their policies and ordinances updates.
- Mrs. Woodsum would like to see follow up on revamping the website. Currently in the budget and in process.
- Work on updating the agreement for Merrill's Investigation with their new location at the former Camden National Bank.

Motion made by Mrs. Woodsum to adjourn the meeting at 8:30 pm, **second** by Mrs. Sammons. **Vote** 5-0 in favor.

Minutes submitted by Kristin Parks, Board Secretary

Eric Dyer

From: Christine Sammons <sammons.christine@yahoo.com>
Sent: Tuesday, March 14, 2017 8:35 AM
To: Eric Dyer; Bruce Bourgoine
Cc: Bones Robin Lint
Subject: 3.13.17 Executive Session

At 5:34 Bruce Bourgoine made the motion to enter into executive session to discuss labor negotiation matters pursuant to 1 MRSA, Section 405, subsection 6(D). The Town Manager was invited to attend and there won't be an action taken when we come out executive session. The motion was seconded by Kathryn Wood.

Passed 5-0

Came out of executive session at 6:50,

COMMUNICATIONS

- SELECT BOARD**
- TOWN MANAGER**
- TREASURER**
- BOARDS & COMMITTEES**
- PUBLIC COMMUNICATIONS**

COBBOSSEE WATERSHED DISTRICT

ROBERT C. CLUNIE, JR.
Chairperson

P.O. Box 418, Winthrop, Maine 04364

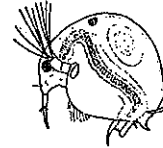
Telephone (207) 377-2234

WILLIAM J. MONAGLE
Executive Director

Maine's first regional lake management district



Algae



Zooplankton

MINUTES

The Cobbossee Watershed District Board of Trustees held its four hundred and twenty-eighth meeting on December 13, 2016 at 7:00 PM, at the Winthrop Police Department's Conference Room, Winthrop, Maine. Present were:

Jane Andrews – Wayne Trustee
Keegen Ballard – Manchester Trustee
Daniel Bailey – Litchfield Trustee
Robert Clunie – Gardiner Trustee
Shelly Gerstein – Readfield Trustee – Chairman
Sandra Small-Hughes – Winthrop Trustee, Vice-Chair
Douglas Ludewig – Monmouth Trustee, Clerk
Heinz Walbaum – Winthrop Trustee
William Monagle – Executive Director
Wendy Dennis – Limnologist
Ryan Burton – Water Resources Technician

Chairman Gerstein called the meeting to order at 7:10 PM.

Mr. Monagle presented the Minutes from the July meeting. Trustee Small-Hughes **moved** to accept the July Minutes as presented; Trustee Andrews **seconded**; the motion **passed** unanimously.

Mr. Monagle presented the October Financial Report. Trustee Bailey **moved** to accept the October Financial Report; Trustee Walbaum **seconded**; the motion **passed** unanimously. Mr. Monagle presented the November Financial Report. Trustee Small-Hughes **moved** to accept the November Financial Report; Trustee Bailey **seconded**; the motion **passed** unanimously.

Mr. Monagle reported that a third "road related" project was completed as part of the Cobbossee Lake Watershed Protection Project (Clean Water Act §319). The project site, although not technically a road, he said, involved the improvement and stabilization of a 500-foot trail that serves as a right-of-way access to the lake shore by residents of the Hoyt Drive Road Association in Monmouth. He said that there were two projects on Williamson Road in Manchester that he had hoped to have completed before the end of the year. One of these, he said, involved the stabilization of the causeway to Molazigan Island. He said that he submitted a Permit by Rule application to the DEP for the project and that it was approved, but added that due to the winter weather now upon us the projects will have to be delayed until next fall. He reported on a couple of other small prospective projects and also reported that the parking lot/culvert failure at an auto dealer in Manchester on Weston brook, a tributary to Cobbossee Lake, has finally been resolved. Mr. Monagle reported on the Wilson Pond NPS Watershed

Restoration Project, Phase II (CWA §319) stating that four significant projects were completed last month. Three of these involved major repairs to portions of Merganser Lane in Winthrop and the fourth project involved the closure and stabilization of the severely eroding 'unofficial' boat launch site on Mt. Pisgah Road in Wayne. This latter project, he said, was performed by the Town of Wayne with cost-sharing through the CWD's grant. He said that he is preparing the Final Project Report, and that when that is completed he will submit the report to DEP along with a final invoice of about \$25,000. Ms. Dennis reported that she has received from the DEP a copy of the contract for the Cochnewagon Lake NPS Watershed Restoration Project, Phase II (CWA §319) for her to review. She said it will be a 2-year project aimed at addressing Nonpoint Pollution Sources (NPS) that were not addressed in the earlier Phase I effort. She said the Friends of the Cobbossee Watershed (FOCW) will be a sub-grantee on the project. The main focus of the project, she said, will be to mitigate 15 road related sites, conduct 20 shoreline stabilization projects to be performed by the FOCW's Youth Conservation Corps, and provided technical assistance to a minimum of 25 property owners in the watershed, largely through the FOCW's LakeStart-Smart! Program. And she said that as outlined in the recently approved Watershed-Based Plan for Cochnewagon Lake, there will also be education outreach and additional lake water quality monitoring. The grant amount, she said, is about \$95,000, of which more than half will be for construction related costs.

Mr. Burton reported that following the extremely dry weather that extended from spring through September, we have received more than 11 inches of rainfall since the beginning of October. As a result, he said, many lakes that were at near-drawdown levels have increased somewhat. He said that both Maranacook Lake and Upper Narrows Pond have exceeded the winter maximum level and that Annabessacook Lake and Cochnewagon Lake were close to their respective winter maximum levels. Upper Narrows Pond, he said, is high due to beaver activity at the Narrows Pond Road causeway. He said that Cobbossee Lake, Pleasant Pond, and Torsey Pond, all of which have dams with good capacity for discharge, are currently at their respective drawdown goal levels. All other lakes, he said, are within their respective winter standards.

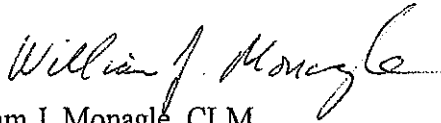
Ms. Dennis said that she had just returned from meeting with the Manchester Board of Selectmen to explain to the board the results of the inspection of the Cobbossee Lake dam that was performed in November by Commercial Divers, Inc. She said her presentation to the board included video of the inspection and that she described to the board the configuration of the dam, the findings of the inspection, and recommendations. She said that the dam gates are in good shape, but that the concrete sills are eroding, and as a result, a recommendation is to install steel plates on top of the sills. Commercial Divers, she said, will be preparing an estimate to make the repairs. With regard to the Maranacook Lake Dam Renovation Project, she said that the Maranacook Lake Outlet Dam Committee has been working with the engineering design firm, GEI Consultants, Inc., on preparing a final design. She said that in early to mid-January, the committee and GEI will meet again, and hopefully the construction phase of the project will go out to bid in February.

Mr. Monagle said that he will be preparing an annual report to submit to the Onion Foundation to summarize the activities and related benefits derived from the grant the CWD was awarded in 2016. He said that we have missed to deadline to apply to the foundation for their initial grant cycle of 2017 but that he hopes that the CWD is invited to submit an application in March to support further efforts in 2017. He said that an element of the 2016 grant that he would like to repeat for 2017 is the collection and analysis of the zooplankton communities in 6 select

district lakes. He said that the data from 2016 are helpful in providing a better sense of the ecological health of the respective lake biotic communities, or food chains, but that because 2016 was an unusual year weather-wise, he'd like to repeat the effort under more normal circumstances. He said that this had been the first time since 1992 that we have collected and analyzed the zooplankton from any of the district lakes.

The meeting adjourned at 8:35 P.M.

Respectfully submitted,

A handwritten signature in cursive script, reading "William J. Monagle".

William J. Monagle, CLM
Executive Director
Secretary to the Board

TRAILS COMMITTEE MINUTES JANUARY 31, 2017

Present: Nancy Buker, Greg Durgin, Bob Harris, Gary Keilty, Ann Keilty, Rob Peale, Holly Rahmlow, Romaine Turyn, Becky Walsh
Excused: Ken Clark, Jeanne Harris

Chair Gary K. called the meeting to order at 6:30.

Gary passed out an article from January edition of "The Maine Magazine" (available at town library) that featured an article by Lisa Belisle M.D. referencing her meeting with a patient. A series of unfortunate events over the course of a few months had left the patient feeling unbalanced. The patient remarked she was processing what had been happening to her and was feeling better. She attributed her new found well being to taking long walks in the Maine woods and following hiking trails created by a nearby coastal town. This activity had brought her solace.

After reading the article, there was conversation regarding the value of trails to both a community and to the individuals that make up that community.

Romaine agreed to be timekeeper and Greg volunteered his turn at taking notes.

Treasurer's report: balance of \$1029 with an additional \$247 in the carry over account.

Rob moved to accept September, 2016 minutes. Seconded by Ann. Approved unanimously. Romaine moved to accept the corrected November, 2016 minutes. Seconded by Ann. Approved unanimously.

Rob gave a status report on the progress on the planned trail at the transfer station. He has spoken with one abutter and will be speaking with another abutter asking for permission to cross property to avoid wetlands. Activity on this project will pick up in the spring.

Anne gave a brief description and update on the proposed Ad Hoc Parks Committee that will need members from 4 town committees plus an at large community member. The second reading for this proposed committee is scheduled for SB meeting on 2/6/17.

Romaine gave an update on the Senior Survey Committee. One outcome has been an opportunity for senior residents to have sand delivered by volunteers for winter use to senior homes if needed. Short and long term goals of the committee were outlined and will be presented to the SB in the future.

Bob and Greg gave a short run down on the Mill Stream project. Jerry Bley wrote a grant for the project and was awarded a \$3,500 grant. Some construction on the project will likely be done this spring and summer. Another fund raising plan is for a road race in Readfield either in the spring or summer.

Bob reported that Dale Clark will be attending our February meeting to discuss a project for Heritage Days in August.

It was agreed by all to keep the idea of a potential sidewalk running up Church Road as an item to discuss at our meetings.

Ann brought up a concern that due to the recent weather conditions, the trails at the Fairgrounds can be

dangerous. They are rutted with foot prints and are hard packed and slippery because of the frozen precipitation. No motorized vehicles are currently allowed on the fairgrounds trails so grooming the trails is not an option. It was recommended that trail users use some form of metal cleats or crampons to navigate safely.

Greg reported that the Recreation Association has approved a naming application to be sent to the SB for naming the ball field at the Readfield Fairgrounds.

Respectfully submitted,

Greg Durgin

NEW BUSINESS

TOWN OF READFIELD PROPERTY ASSESSED CLEAN ENERGY (PACE) ORDINANCE

Administration by the Efficiency Maine Trust

PREAMBLE

WHEREAS, the 124th Maine Legislature has enacted Public Law 2009, Chapter 591, “An Act to Increase the Affordability of Clean Energy for Homeowners and Businesses,” also known as “the Property Assessed Clean Energy Act” or “the PACE Act”; and

WHEREAS, that Act authorizes a municipality that has adopted a Property Assessed Clean Energy (“PACE”) Ordinance to establish a PACE program so that owners of qualifying property can access financing for energy saving improvements to their properties located in the City/Town, financed by funds awarded to the Efficiency Maine Trust under the Federal Energy Efficiency and Conservation Block Grant (EECBG) Program and by other funds available for this purpose, and to enter into a contract with the Trust to administer functions of its PACE program; and

WHEREAS, the Municipality wishes to establish a PACE program; and

NOW THEREFORE, the Municipality hereby enacts the following Ordinance:

ARTICLE I - PURPOSE AND ENABLING LEGISLATION

§ XX-1 Purpose

By and through this Ordinance, the Town of Readfield declares as its public purpose the establishment of a municipal program to enable its citizens to participate in a Property Assessed Clean Energy (“PACE”) program so that owners of qualifying property can access financing for energy saving improvements to their properties located in the Town. The Town declares its purpose and the provisions of this Ordinance to be in conformity with federal and State laws.

§ XX-2 Enabling Legislation

The Town enacts this Ordinance pursuant to Public Law 2009, Chapter 591 of the 124th Maine State Legislature -- “An Act To Increase the Affordability of Clean Energy for Homeowners and Businesses,” also known as “the Property Assessed Clean Energy Act” or “the PACE Act” (codified at 35-A M.R.S.A. § 10151, *et seq.*).

ARTICLE II - TITLE AND DEFINITIONS

§ XX-3 Title

This Ordinance shall be known and may be cited as “the Town of Readfield Property Assessed Clean Energy (PACE) Ordinance” (the “Ordinance”).”

§ XX-4 Definitions

Except as specifically defined below, words and phrases used in this Ordinance shall have their customary meanings; as used in this Ordinance, the following words and phrases shall have the meanings indicated:

1. **Energy saving improvement.** “Energy saving improvement” means an improvement to qualifying property that is new and permanently affixed to qualifying property and that:
 - A. Will result in increased energy efficiency and substantially reduced energy use and:
 - (1) Meets or exceeds applicable United States Environmental Protection Agency and United States Department of Energy Energy Star program or similar energy efficiency standards established or approved by the Trust; or
 - (2) Involves air sealing, insulating, and other energy efficiency improvements of residential, commercial or industrial property in a manner approved by the Trust; or
 - B. Involves a renewable energy installation or an electric thermal storage system that meets or exceeds standards established or approved by the trust.
2. **Municipality.** “Municipality” shall mean the Town of Readfield.
3. **PACE agreement.** “Pace agreement” means an agreement between the owner of qualifying property and the Trust that authorizes the creation of a PACE mortgage on qualifying property and that is approved in writing by all owners of the qualifying property at the time of the agreement, other than mortgage holders.
4. **PACE assessment.** “PACE assessment” means an assessment made against qualifying property to repay a PACE loan.
5. **PACE district.** “Pace district” means the area within which the Municipality establishes a PACE program hereunder, which is all that area within the Municipality’s boundaries.
6. **PACE loan.** “PACE loan” means a loan, secured by a PACE mortgage, made to the owner(s) of a qualifying property pursuant to a PACE program to fund energy saving improvements.

7. **PACE mortgage.** “PACE mortgage” means a mortgage securing a loan made pursuant to a PACE program to fund energy saving improvements on qualifying property.

8. **PACE program.** “PACE program” means a program established under State statute by the Trust or a municipality under which property owners can finance energy savings improvements on qualifying property.

9. **Qualifying property.** “Qualifying property” means real property located in the PACE district of the Municipality.

10. **Renewable energy installation.** “Renewable energy installation” means a fixture, product, system, device or interacting group of devices installed behind the meter at a qualifying property, or on contiguous property under common ownership, that produces energy or heat from renewable sources, including, but not limited to, photovoltaic systems, solar thermal systems, biomass systems, landfill gas to energy systems, geothermal systems, wind systems, wood pellet systems and any other systems eligible for funding under federal Qualified Energy Conservation Bonds or federal Clean Renewable Energy Bonds.

11. **Trust.** “Trust” means the Efficiency Maine Trust established in 35-A M.R.S.A. § 10103 and/or its agent(s), if any.

ARTICLE III - PACE PROGRAM

1. **Establishment; funding.** The Municipality hereby establishes a PACE program allowing owners of qualifying property located in the PACE district who so choose to access financing for energy saving improvements to their property through PACE loans administered by the Trust or its agent. PACE loan funds are available from the Trust in municipalities that 1) adopt a PACE Ordinance, 2) adopt and implement a local public outreach and education plan, 3) enter into a PACE administration contract with the Trust to establish the terms and conditions of the Trust’s administration of the municipality’s PACE program, and 4) agree to assist and cooperate with the Trust in its administration of the municipality’s PACE program.

2. **Amendment to PACE program.** In addition, the Municipality may from time to time amend this Ordinance to use any other funding sources made available to it or appropriated by it for the express purpose of its PACE program, and the Municipality shall be responsible for administration of loans made from those other funding sources.

ARTICLE IV – CONFORMITY WITH THE REQUIREMENTS OF THE TRUST

1. Standards adopted; Rules promulgated; model documents. If the Trust adopts standards, promulgates rules, or establishes model documents subsequent to the Municipality's adoption of this Ordinance and those standards, rules or model documents substantially conflict with this Ordinance, the Municipality shall take necessary steps to conform this Ordinance and its PACE program to those standards, rules, or model documents.

ARTICLE V -- PROGRAM ADMINISTRATION; MUNICIPAL LIABILITY

1. Program Administration

A. PACE Administration Contract. Pursuant to 35-A M.R.S.A. §10154(2)(A)(2) and (B), the Municipality will enter into a PACE administration contract with the Trust to administer the functions of the PACE program for the Municipality. The PACE administration contract with the Trust will establish the administration of the PACE program including, without limitation, that:

- i. the Trust will enter into PACE agreements with owners of qualifying property in the Municipality's PACE district;
- ii. the Trust, or its agent, will create and record a Notice of the PACE agreement in the appropriate County Registry of Deeds to create a PACE mortgage;
- iii. the Trust, or its agent, will disburse the PACE loan to the property owner;
- iv. the Trust, or its agent, will send PACE assessment statements with payment deadlines to the property owner;
- v. the Trust, or its agent, will be responsible for collection of the PACE assessments;
- vi. the Trust, or its agent, will record any lien, if needed, due to nonpayment of the assessment;
- vii. the Trust or its agent on behalf of the Municipality, promptly shall record the discharges of PACE mortgages upon full payment of the PACE loan.

B. Adoption of Education and Outreach Program. In conjunction with adopting this Ordinance, the Municipality shall adopt and implement an education and outreach program so that citizens of the Municipality are made aware of

home energy saving opportunities, including the opportunity to finance energy saving improvements with a PACE loan.

C. Assistance and Cooperation. The Municipality will assist and cooperate with the Trust in its administration of the Municipality's PACE program.

D. Assessments Not a Tax. PACE assessments do not constitute a tax but may be assessed and collected by the Trust in any manner determined by the Trust and consistent with applicable law.

2. Liability of Municipal Officials; Liability of Municipality

A. Notwithstanding any other provision of law to the contrary, municipal officers and municipal officials, including, without limitation, tax assessors and tax collectors, are not personally liable to the Trust or to any other person for claims, of whatever kind or nature, under or related to a PACE program, including, without limitation, claims for or related to uncollected PACE assessments.

B. Other than the fulfillment of its obligations specified in a PACE administration contract with the Trust entered into under Article V, §1(A) above, a municipality has no liability to a property owner for or related to energy savings improvements financed under a PACE program.

Town Meeting/City or Town Council Question:

Shall the _____ City Council/Town Council/Town of _____ enter into a "Property Assessed Clean Energy (PACE) Program Agreement" with the Efficiency Maine Trust and authorize the City/Town Manager to sign the same?

PROPERTY ASSESSED CLEAN ENERGY (PACE) ADMINISTRATION CONTRACT

THIS Property Assessed Clean Energy (PACE) Administration Contract (the "Contract") is entered into this ____ day of _____, 20____, by and between _____, a municipal corporation duly organized and existing under the laws of the State of Maine whose mailing address is _____, _____ (the "**Municipality**") and the **Efficiency Maine Trust**, a legal entity and instrumentality of and a body corporate and politic under the laws of the State of Maine (the "**Trust**"). The foregoing also are referred to herein collectively as the "**Parties**" or singly as "**Party**."

WHEREAS, the 124th Maine Legislature has enacted Public Law 2009, Chapter 591, "An Act to Increase the Affordability of Clean Energy for Homeowners and Businesses," also known as "the Property Assessed Clean Energy Act" or "the PACE Act"; and

WHEREAS, that Act authorizes a municipality that has adopted a Property Assessed Clean Energy ("PACE") Ordinance to establish a PACE Program, so that owners of qualifying property can access financing for energy saving improvements to their properties located in the municipality; financed by funds awarded to the Efficiency Maine Trust under the Federal Energy Efficiency and Conservation Block Grant (EECBG) Program and by other funds available for this purpose, and to enter into a contract with the Trust to administer functions of its PACE Program; and

WHEREAS, the Municipality has adopted a PACE Ordinance; and

WHEREAS, the Parties wish to establish their respective responsibilities in the administration of the PACE Program.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the covenants and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **DEFINITIONS.** Capitalized terms used in this Contract shall have the meanings given them in 35-A M.R.S.A. §10153 unless otherwise specified herein. In addition, these terms are defined as follows:

1.1. **PACE agreement.** "Pace Agreement" means an agreement between the owner of qualifying property and the Trust that authorizes the creation of a PACE Mortgage on qualifying property and that is approved in writing by all owners of the qualifying property at the time of the agreement, other than mortgage holders.

1.2. **PACE District.** "PACE District" means the area within which the Municipality establishes a PACE Program under this Contract, which is all of that area within the Municipality's boundaries.

1.3. **PACE Loan.** "PACE Loan" means a loan made to the owner(s) of a Qualifying Property for an Energy Saving Improvement.

2. **TRUST'S RESPONSIBILITIES.** The Trust shall, itself or through its authorized agents:

2.1. Administration. Administer the functions of a PACE Program which administration shall include, without limitation:

A. the Trust will enter into PACE Agreements with owners of Qualifying Property in the Municipality's PACE District;

B. the Trust, or its agent, will create and record a Notice of the PACE Agreement in the appropriate County Registry of Deeds to create a PACE Mortgage;

C. the Trust, or its agent, will disburse the PACE Loan to the property owner;

D. the Trust, or its agent, will send PACE Assessment statements with payment deadlines to the property owners;

E. the Trust, or its agent, will be responsible for collection of the PACE Assessments;

F. the Trust, or its agent, will record any lien, if needed, due to nonpayment of the PACE Assessment;

G. the Trust or its agent, promptly shall record the discharge of a PACE mortgage upon full payment of the PACE loan;

H. the Trust, or its agent, will be responsible for management of federal grant funds; and

I. the Trust, or its agent, will ensure the collection of data required to quantify carbon savings and to facilitate access to and eligibility for voluntary

carbon markets, for federal grants for energy efficiency and for other incentive programs that support Energy Saving Improvements.

2.2. Terms and Conditions. Pursuant to 35-A M.R.S.A. §10154, the Trust may establish terms and conditions under which municipalities and property owners may participate in a PACE Program established thereunder, and the Parties agree that they, the PACE Program hereunder and this Contract are subject to those terms and conditions as amended from time-to-time.

3. MUNICIPALITY'S RESPONSIBILITIES.

3.1. Education and Outreach Programs. The Municipality agrees to adopt and implement an education and outreach program so that owners of property in the Municipality are made aware of home energy saving opportunities, including the opportunity to finance Energy Saving Improvements with a PACE Loan.

3.2. Conformity with Home Energy Savings Program. The Municipality agrees to conform its PACE Program to the requirements contained in the Home Energy Savings Program.

3.3. Acceptance and Disbursement of Funds. The Municipality agrees to accept PACE funds from the Trust and to disburse PACE funds back to the Trust as needed to satisfy the conditions of the federal grants and to allow the Trust to fund and administer a uniform system of municipal PACE Programs throughout the State.

3.4. Assistance and Cooperation. The Municipality agrees to cooperate with the Trust in the administration of the Municipality's PACE Program, including but not limited to, providing information about applicant properties including property tax payment and lien status, taxable value of residential properties in town, and providing reasonable and necessary aid to the Trust for required data collection, recordkeeping and reporting functions relative to the PACE Program in the PACE District, and providing reasonable and necessary support to the Trust's PACE loan, PACE Assessment, and billing and collection functions.

3.5. Conformity. If standards or rules and regulations are adopted by any State or federal agency subsequent to the Municipality's adoption of a PACE Ordinance or participation in a PACE Program and those standards or rules and regulations substantially conflict with the Municipality's manner of participation in the PACE Program, the Municipality, should it desire to continue its participation in the PACE Program, will be required to take necessary steps to conform its participation to those standards or rules and regulations.

4. TERM.

4.1. This Contract is for a period of three (3) years and shall automatically be renewed for additional periods of three (3) years unless either Party provides the other with ninety (90) days' advance written notice of intent not to renew this Contract.

5. TERMINATION.

5.1. Either Party may terminate this Contract for convenience by providing the other with ninety (90) days' advance written notice of termination. On and after the date of termination, the Municipality no longer will have a PACE Program administered by the Trust except for those PACE Loans already secured by PACE Mortgages as of the date of termination.

6. LIABILITY.

6.1. Notwithstanding any other provision of law to the contrary, municipal officers and municipal officials, including, without limitation, tax assessors and tax collectors, are not personally liable to the Trust or to any other person for claims, of whatever kind or nature, under or related to a PACE Program established under this Contract, including, without limitation, claims for or related to uncollected PACE Assessments.

6.2. Other than the fulfillment of its obligations specified in a PACE Agreement, the Municipality has no liability to a property owner for or related to Energy Saving Improvements financed under a PACE Program.

7. MISCELLANEOUS PROVISIONS

7.1 Notices. All notices, demands or other communications made pursuant to this Contract shall be in writing and shall be sent by (i) registered or certified United States mail, postage prepaid, (ii) by overnight courier, or (iii) by facsimile. Such notice shall be deemed effective upon delivery addressed as follows:

To the Municipality:

To the Trust:

Efficiency Maine Trust
168 Capitol Street, Suite 1
Augusta, ME 04330-6262
Attention: Dana Fischer

7.2 Entire Agreement, Modifications. This Contract constitutes the entire agreement of the Parties, and neither Party shall be bound by any statement or representation not contained herein. Except as provided herein, this Contract cannot be changed, amended or modified, except by another agreement in writing signed by all Parties hereto or by their respective successors in interest.

7.3 Headings. The section headings contained herein are for convenience of reference only and are not intended to define, limit, or describe the scope or interest of any provisions of this Contract.

7.4 Severability. If any section, term, covenant, or condition of this Contract or the application thereto to any person or circumstances shall, to any extent be illegal, invalid or unenforceable because of judicial construction, the remaining sections, terms, covenants, and conditions of this Contract, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each section, term, covenant, or condition of this Contract shall be valid and be enforced to the fullest extent permitted by Law.

7.5 Governing Law, Remedies. This Contract shall be governed by and construed in accordance with the laws of the State of Maine. Except as otherwise agreed by the Parties in writing, all disputes, claims, counterclaims and other matters in question between the Municipality and the Trust arising out of or relating to this Contract shall be decided by a Maine court of competent jurisdiction.

7.6 Assignment; Successors and Assigns. This Contract may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably conditioned, delayed or withheld. This Contract shall benefit and be binding upon the Parties hereto and their respective permitted successors and assigns.

7.7 Non-Waiver. Except as expressly provided in this Contract, the failure or waiver, or successive failures or waivers on the part of either Party hereto, in the enforcement of any paragraph or provision of this Agreement shall not render the same invalid nor impair the right of either Party hereto, its successors or Contract permitted assigns, to enforce the same in the event of any subsequent breach thereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Property Assessed Clean Energy (PACE) Administration Contract, to be executed by their duly authorized representatives as of the date first set forth above.

MUNICIPALITY

By: _____
Signature

Print Name
Its: _____ (Title)

EFFICIENCY MAINE TRUST

By: _____
Signature

Michael Stoddard
Its: _____ Executive Director (Title)

Current Ordinances				
		<i>Appeals Process</i>		
Name	Purpose	Appeals Board	Select Board	80B
Acceptance of New Town Roads	To set-up Road Standards for road that may be accepted as new town roads. 6/9/15 TM made it part of the LUO.	N/A	N/A	N/A
Addressing Ordinance	To enhance the easy and rapid location of structures by law enforcement, fire, rescue, and emergency medical services personnel in the Town of Readfield.	N	Y	Y
Administrative Ordinance	Streamline the secret ballot process & give certain authority to the Select Board	N	N	Y
Animal Control Ordinance	To provide regulations in addition to those contained in State Law.	N	N	Y
Conflict of Interest & Recall Process Ordinance	Rules for any elected or appointed municipal officer or official of the Town concerning conflicts, recall process.	N	N	Y
Fire Department Ordinance	Appointment of Fire Chief and Duties	N	N	Y
Firearms Ordinance	Provides for both the safety of the resident and for the peaceful enjoyment and use of property.	N	N	Y
Floodplain Management Ordinance	Establishes a Flood Hazard Dev. Permit system and review procedure for development activities in the designated flood hazard areas in Town.	Y	N	Y
General Assistance Ordinance	Provides for the administration of a program of general assistance to all eligible persons.	N	Y	Y
Land Use Ordinance	To ensure that land use changes or developments, which may have major or significant impacts on the Town, or parts thereof, will protect the health, safety and welfare of the townspeople, consistent with the goals expressed in the Readfield Comprehensive Plan.	Y	N	Y
Mass Gathering Ordinance	To promote the health, safety and general welfare of the residents of the Town of Readfield and attendees of the mass gathering.	Y	N	Y
Noise Standard	Is to protect the public from unreasonable increases in noise from certain commercial, industrial, manufacturing and assembly operations.	N	N	Y
Parking Ordinance	Readfield Corner Parking	N	N	Y
Sludge Management Ordinance	Regulating storage and land application of sludge and other residuals	Y	N	Y
Snow Plowing Ordinance	Control of snow and ice across any public way within Readfield	N	N	Y
Telecommunication Tower Ordinance	To balance the interests of the residents of Readfield, telecommunication providers and their customer in the siting of telecommunications facilities with Town.	N*	N	Y
Traffic Ordinance	For the purposes of approving Temporary Road Closures in Town.	N	N	Y
Waste Disposal & Recycling Ordinance	To control waste material in the Town of Readfield, by providing for the establishment and enforcement rules and regulations.	N	Y^	Y

* The Planning Board may grant waivers

^ There is no explicit appeal process but the ordinance references the Select Board as having authority over the decisions of the

Board of Appeals Ordinance
Of the
Town of Readfield, Maine

ENACTED: _____

CERTIFIED BY: _____

Signature

CERTIFIED BY: _____

Printed Name

Title

**Board of Appeals Ordinance
of the
Town of Readfield, Maine**

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1. GENERAL PROVISIONS:

- A. This Ordinance shall be known and may be cited as the “Board of Appeals Ordinance” and will be referred to herein as this Ordinance.
- B. The purpose of this Ordinance is to establish the Board of Appeals, define its authority and responsibilities, establish its organizational characteristics and set forth procedures for the conduct of its business.
- C. It shall be the responsibility of the Board to become familiar with all the duly enacted ordinances of the town which it may be expected to act upon as well as with the applicable state statutes.
- D. It shall be the responsibility of the Board to become familiar with the community goals, desires and policies as expressed in the Comprehensive Plan, and grant the minimum relief which will ensure that the goals and policies of the plan are preserved and substantial justice is done.

2. ESTABLISHMENT

The Town of Readfield hereby establishes a Board of Appeals in accordance with 30-A MRSA § 2691. The Board of Appeals existing at the time of adoption of this Ordinance shall continue to serve as the Board of Appeals.

3. APPOINTMENTS

- A. The Appeals Board shall consist of seven (7) members appointed by the municipal officers of the Town of Readfield for three year staggered terms. At the effective date of this ordinance, the current Appeals Board shall be reestablished and current members shall continue to serve until each term expires.
- B. Neither a municipal officer nor his or her spouse may be a member of the Appeals Board.
- C. Any member of the Appeals Board may be removed from the Appeals Board for cause, by the municipal officers before expiration of his/her term, but only after notice and an opportunity for a hearing at which the member in question has an opportunity to refute specific charges against him/her. The term "for cause" shall include failure to attend three (3) consecutive Appeals Board meetings or hearings without sufficient justification.
- D. When there is a permanent vacancy of a member, the Secretary shall immediately notify the Town Clerk. The municipal officers shall, within sixty (60) days, appoint a person to serve for the unexpired term.

4. OFFICERS AND DUTIES

- A. The officers of the Board shall consist of a Chairperson, Acting Chairperson and Secretary, who shall be elected annually by a majority of the Board.
- B. The chairperson shall perform all duties required by law and these by-laws and preside at all meetings of the Board. The Chairperson shall rule on issues of evidence, order, and procedure, and shall take such other actions as are necessary for the efficient and orderly conduct of hearings, unless directed otherwise by a majority of the Board. The Chairperson shall appoint any committees found necessary to carry out the business of the Board.
- C. The Acting Chairperson shall serve in the absence of the Chairperson and shall have all the powers of the Chairperson during the Chairperson's absence, disability or disqualification.
- D. The Secretary, subject to the direction of the Board and the Chairperson, shall keep minutes of all Board proceedings, showing the vote of each member upon every question, or if absent or failing to vote, indicating such fact. The Secretary shall also arrange proper and legal notice of hearings, attend to correspondence of the Board, and to other duties as are normally carried out by a secretary. The Secretary shall keep a record of all resolutions, transactions, correspondence, findings and determinations of the Board, and shall prepare a complete record of each hearing, including: date(s), time(s), place(s) of the hearing(s); subject of the hearing; identification of each participant; any agreements made between parties and the Board regarding procedures; the testimony presented; findings of fact and conclusions; the decision of the Board; and the date of issuance of the decision. All records are public and may be inspected at reasonable times.
- E. The Board may adopt additional rules to govern the conduct of its meetings and public hearings. Such rules shall be adopted or amended only by formal vote of the Board after a public hearing on the proposal. Any rules adopted by the Board shall be in writing and shall be available to applicants and the public.

5. CONFLICT OF INTEREST

- A. Any question of whether a particular issue involves a "conflict of interest" sufficient to disqualify a member from voting thereon, shall be decided by a majority vote of the members, except the member whose potential conflict is under consideration.
- B. The term "conflict of interest" shall be construed to mean direct or indirect pecuniary interest, which shall include pecuniary benefit to any member of the person's immediate family (grandfather, father, wife, son, grandson, e.g.) or to his employer or the employer of any member of the person's immediate family.

6. POWERS AND LIMITATIONS

Upon receipt of a written appeal by an aggrieved party the Board of Appeals shall have the power to hear and determine all appeals by any person directly or indirectly affected by any

decision, with respect to any license, permit, waiver, variance or other required approval, or any application therefore, including, the grant, conditional grant, denial, suspension, or revocation of any such license, permit, waiver, variance or other approval (hereinafter a “Decision”)

A. rendered by the Code Enforcement Officer or the Planning Board pursuant to the Land Use Ordinance;

1. Administrative Appeals

- a. To hear and decide where it is alleged, there is an error in any order, requirement, decision or determination by the Planning Board or Code Enforcement Officer in the administration of the Land Use Ordinance. The action of the Code Enforcement Officer or any decision from the Planning Board may be affirmed, remanded or reversed in whole or in part by the Board of Appeals by concurring vote of at least four members in accordance with the provisions set forth in this Ordinance.
- b. All appeals from a decision, determination, or requirement of the Code Enforcement Officer shall be conducted de novo. The Board of Appeals shall conduct a fact-finding hearing at which it may receive and consider evidence and testimony and oral or written argument in addition to the record of the action taken by the Code Enforcement Officer and, based on all the evidence presented to the Board, shall decide whether the action of the Code Enforcement Officer constituted an error of law, misinterpretation of the Land Use Ordinance or misapplication of the law to the facts.
- c. Appeals from decisions of the Planning Board shall be strictly “appellate” proceedings. Such review is limited to the record of the proceedings before the Planning Board, and the Board of Appeals shall not receive or consider any evidence which was not presented to the Planning Board, but the Board of Appeals may receive and consider oral and written argument. If the Board of Appeals determines that the record of the Planning Article 2: Administration, Enforcement and Penalties 5 Board proceedings is not adequate, the Board of Appeals may remand the matter to the Planning Board for additional fact finding. The Board of Appeals shall not substitute its judgment for that of the Planning Board on questions of fact.

2. Variance Appeals

- a. To hear and decide, upon appeal, specific cases where a relaxation of terms of the Land Use Ordinance would not be contrary to the public interest, and where, owing to conditions peculiar to the property and not to the neighborhood locale, and to conditions not the result of actions of the applicant or any predecessor in title, strict application of the land Use Ordinance to the applicant and the applicant’s property would result in undue hardship. For purposes of this subsection “undue hardship” means:

- i. That the land in question cannot yield a reasonable return unless a variance is granted; and
 - ii. That the need for a variance is due to the unique circumstances of the property and not to the general conditions of the neighborhood; and
 - iii. That the granting of a variance will not alter the essential character of the locality; and
 - iv. That the hardship is not the result of action taken by the applicant or a prior owner.
 - b. A financial hardship shall not constitute grounds for granting a variance.
 - c. Convenience to the applicant shall not constitute grounds for granting a variance. Further, applicants shall demonstrate that no other feasible alternative to his/her proposal is available.
 - d. As used in the Land Use Ordinance, a variance is authorized only for height, setback, lot area or dimensional requirements. Establishment or expansion of uses otherwise prohibited shall not be allowed by variance, nor shall a variance be granted because of the presence of nonconformities in the land use district or uses in adjoining land use districts.
 - e. The Board of Appeals shall limit any variances granted as strictly as possible in order to ensure conformance with the purposes and provisions of the Land Use Ordinance to the greatest extent possible, and in doing so may impose such conditions to a variance as it deems necessary. The owner of record shall comply with any conditions imposed.
 - f. A copy of each variance request involving property within the Shoreland Districts, including the application and all supporting information supplied by the applicant, shall be forwarded by the municipal officials to the Commissioner of the Department of Environmental Protection at least twenty (20) days prior to action by the Board of Appeals. Any comments received from the Commissioner prior to the action by the Board of Appeals shall be made part of the record and shall be taken into consideration by the Board of Appeals.
 - g. Any variance shall expire unless following issuance of same, there is compliance with Article 4, Section 7 of the Land Use Ordinance.
3. Disability Variance for a Building
- a. The Board of Appeals, upon concurring vote of at least two-thirds of its appointed members, may grant a variance to an owner of a dwelling unit for the purpose of allowing equipment and structures necessary to make the dwelling on that

property accessible to any person with a disability who regularly uses such dwelling.

- b. The Board of Appeals shall restrict any variance granted under this subsection solely to the installation of equipment or the construction of structures necessary for access to or egress from the dwelling by persons with disabilities who regularly use such dwelling unit.
- c. The Board may impose conditions on the variance, including limiting the variance to the duration of the disability or to the time that the person with the disability lives in or regularly uses the dwelling.

4. Setback Variance for Single Family Dwellings

- a. The Board of Appeals may permit a variance from setback requirements for a single-family dwelling which is the primary year-round residence of the applicant or its accessory structure(s) upon finding that strict application of the Land Use Ordinance to the applicant's property would create undue hardship, defined for purposes of this subsection only as follows:
 - i. The need for the variance is due to the unique circumstances of the property and not to the general conditions in the neighborhood;
 - ii. The granting of a variance will not alter the essential character of the locality;
 - iii. The hardship is not the result of action taken by the applicant or a prior owner;
 - iv. The granting of the variance will not substantially reduce or impair the use of abutting property; and e. The granting of the variance is based upon demonstrated need, not convenience, and no other feasible alternative is available.
- b. The Board of Appeals may not grant a setback variance for a single family dwelling under this subsection if the result would be to exceed the lot coverage ratio allowed in the district. Minimum setback from a waterbody or wetland may not be reduced under this subsection. Minimum front, side, and rear setbacks may be reduced by more than 20% under this subsection only if the applicant has obtained the written consent of any affected abutting landowner.

B. rendered by the Planning Board or the Code Enforcement Officer pursuant to the Floodplain Management Ordinance;

- C. rendered by the Planning Board or the Code Enforcement Officer pursuant to the Sludge Ordinance;
- D. rendered by the Select Board Pursuant to the Mass Gathering Ordinance;
- E. rendered by the Select Board pursuant to any Special Amusement Ordinance or 28 M.R.S.A. §702 (relating to the issuance of special permits for music, dancing or entertainment).
- F. rendered by the Select Board or the Board of Assessors pursuant to 36 M.R.S.A. §841 and 30 M.R.S.A. §2060 (relating to the abatement of taxes);

7. MEETINGS:

- A. The regular meeting of the Board shall be held once every other month or as necessary.
- B. The annual organization meeting of the Board shall be the first regular meeting of the year.
- C. Special meetings of the Board may be called by the chairperson. At least forty-eight (48) hours written notice of the time, place and business of the meeting shall be given each member of the Board, the Selectmen, the Planning Board and the Code Enforcement Officer.
- D. The chairperson shall call a special meeting within ten (10) days of receipt of a written request from any 3 members of the Board which request shall specify the matters to be considered at such special meeting.
- E. The order of business at regular meetings of the Board shall be as follows: (A) roll call; (B) reading and approval of the minutes of the preceding meeting; (C) action on held cases; (D) public hearing (when scheduled); (E) other business; (F) adjournment.
- F. All meetings of the Board shall be open to the public, except executive sessions. No votes may be taken by the Board except in public meeting. The Board shall not hold executive sessions except for consultation between the Board and its legal counsel concerning litigation or other legal matters where premature general public knowledge would clearly place the town or Board at a substantial disadvantage.

8. VOTING:

- A. A quorum shall consist of four (4) members of the Board.
- B. No hearing or meeting of the Board shall be held, nor any action taken, in the absence of a quorum; however, those members present shall be entitled to request the chairperson to call a special meeting for a subsequent date.

- C. All matters shall be decided by a roll call vote. Decisions on any matter before the Board shall require the affirmative vote of a majority of the entire membership of the Board unless otherwise specified herein.
- D. A tie vote or favorable vote by a lesser number than the required majority shall be considered a rejection of the application under consideration.
- E. If a member has a conflict of interest, said member shall not be counted by the Board in establishing the quorum for such matter.
- F. No regular member shall vote on the determination of any matter requiring public hearing unless he or she has attended the public hearing thereon; however, where such a member has familiarized himself with such matter by reading the record, he or she shall be qualified to vote.

9. TIME LIMIT

Any person aggrieved by an action which comes under the jurisdiction of the Appeals Board must file such application for appeal within Forty Five (45) days of the written decision being appealed. The applicant shall file this appeal at the office of the Town Clerk, setting forth the ground for his/her appeal. Upon receiving the application for appeal, the Town Clerk shall notify the Chairperson of the Board.

10. SUBMITTALS

- A. Appeals shall be made by filing with the Board of Appeals a written notice which includes:
 - 1. A concise written statement indicating what relief is requested and why it should be granted.
 - 2. A sketch drawn to scale showing lot lines, location of existing buildings and structures, and other physical features of the lot pertinent to the relief requested.
- B. Each application for appeal shall be accompanied by the appropriate fee as established from time to time by the Board of Selectmen.

11. RECORD OF CASE

Upon being notified of an appeal, the Code Enforcement Officer, or Town Clerk in the case of appeal to a decision of the Select Board, shall transmit to the Board of Appeals copies of all of the papers constituting the record of the decision being appealed.

12. HEARINGS:

- A. The Appeals Board "the Board" shall schedule a public hearing on all appeals applications within (30) days of the filing of a completed appeal application.
- B. The Board shall cause notice of the date, time and place of such hearing, the location of the building or lot, and the general nature of the question involved, to be given to the person making the application and to be published in a newspaper of general circulation in the municipality at least ten (10) days prior to the hearing. The Board shall also cause notice of the hearing to be given to the municipal officers, the Planning Board, the Code Enforcement Officer, and by first-class mail to the owners of property abutting that for which the appeal is taken at least ten (10) days prior to the date of the hearing. A Certificate of Mailing shall be obtained from the postal clerk at the time of mailing and shall be retained as a part of the official records of the appeal.
- C. The Board shall provide as a matter of policy for exclusion of irrelevant, immaterial, or unduly repetitious evidence.
- D. The order of business at a public hearing shall be as follows:
1. The Chairperson calls the hearing to order.
 2. The Chairperson determines whether there is a quorum.
 3. The Chairperson gives a statement of the case and reads all correspondence and reports received.
 4. The Board determines whether it has jurisdiction over the appeal.
 5. The Board decides whether the applicant has the right to appear before the Board.
 6. The Board determines which individuals attending the hearing are "interested parties." "Interested parties" are those persons who request to offer testimony and evidence and to participate in oral cross-examination. They would include abutting property owners and those who might be adversely affected by the Board's decision. Parties may be required by the Board to consolidate or join their appearances in part or in whole if their interests or contentions are substantially similar and such consolidation would expedite the hearing. Municipal officers, the Planning Board, the Code Enforcement Officer shall automatically be made parties to the proceeding.

Other persons attending the hearing and federal, state, municipal, and other governmental agencies shall be permitted to make oral or written statements and to submit oral and written questions through the Chair.
 7. The appellant is given the opportunity to present his or her case without interruption.

8. The Board and interested parties may ask questions of the appellant through the Chair.
9. The interested parties are given the opportunity to present their case. The Board may call its own witnesses, such as the Code Enforcement Officer.
10. The appellant may ask questions of the interested parties and Board witnesses directly.
11. All parties are given the opportunity to refute or rebut statements made throughout the hearing.
12. The Board shall receive comments and questions from all observers and interested citizens who wish to express their views.
13. The hearing is closed after all parties have been heard. If additional time is needed, the hearing may be continued to a later date. All participants should be notified of the date, time and place of the continued hearing.
14. Written testimony may be accepted by the Board for three (3) days after the close of the hearing.

E. The Board may waive any of the above rules if good cause is shown.

13. DECISIONS

- A. Decisions by the Board shall be made not later than ten (10) days from the date of the final hearing.
- B. The final decision on any matter before the Board shall be made by written order signed by the chairperson. The transcript of testimony, if any, and exhibits, together with all papers and requests filed in the proceedings, shall constitute the record. All decisions shall become a part of the record and shall include a statement of findings and conclusions, as well as the reasons or basis therefor, upon all the material issues of fact, law or discretion presented and the appropriate order, relief or denial thereof.
- C. The Board, in reaching said decision, shall be guided by standards specified in the applicable state laws, local ordinances, policies specified in the Comprehensive Plan, and by Findings of Fact by the Board in each case.
- D. The person filing the appeal shall have the burden of proof.
- E. In reviewing an application on any matter, the standards in any applicable local ordinance or statute shall take precedence over the standards of these rules whenever a conflict occurs. In all other instances, the more restrictive rule shall apply.

- F. Notice of any decision shall be sent by certified or registered mail or hand delivered to the applicant, his representative or agent, the Planning Board, the Code Enforcement Officer, and the municipal officers within seven (7) days of the decision. For decisions regarding development in shoreland districts, the Board of Appeals shall send such written decisions to the Department of Environmental Protection within 7 days of the Article 2: Administration, Enforcement and Penalties 7 Board's decision.
- G. Decisions of the Appeals Board shall be immediately filed in the office of the Town Clerk and shall become a part of the appropriate record. Decisions shall include a statement of findings of fact and of conclusions along with the reasons therefor. In instances where the Board of Appeals remands a case to the Planning Board or Code Enforcement Officer, such decisions shall include an appropriate order. The date of filing of each decision shall be entered in the official records and minutes of the Appeals Board.
- H. Unless otherwise specified, any order or decision of the Appeals Board for a permitted use shall expire if a building or occupancy permit for the use is not obtained by the applicant within ninety (90) days from the date of the decision; however, the Appeals Board may extend this time an additional ninety (90) days.

14. RECONSIDERATIONS

- A. Upon its own motion, or upon the written request by any party, the Board of Appeals, for good cause, may vote to reconsider its decision. Any motion or request to reconsider must be made within fourteen (14) days of the decision of the Board.
- B. The Board may then decide to either: 1) deny the request for reconsideration; or 2) to re-open the proceedings in order to reconsider its earlier decision and, in doing so, may conduct further hearings and receive additional evidence and testimony. If the Board decides to re-open the earlier decision, the Board must notify all interested parties. The Board may limit the scope of any reconsideration.
- C. The Board's decision to either deny the request for reconsideration or to re-open the proceedings for reconsideration shall be made within fourteen (14) days of the motion or request to reconsider.
- D. If the Board decides to reconsider its decision and reopen the proceedings, then the Board shall issue a final decision within thirty (30) days.
- E. A request or motion for reconsideration shall toll the appeal period for the original decision of the Board. The time for taking an appeal to Superior Court shall be 30 days from the date of the Board of Appeals decision to either deny the request for reconsideration or from the issuance of its final decision made upon reconsideration.
- F. Reconsideration should be for one of the following reasons:

1. The record contains significant factual errors due to fraud or mistake, regarding facts upon which the decision was based; or
2. The Board misinterpreted the ordinance, followed improper procedures, or acted beyond its jurisdiction.

15. RECORDING OF VARIANCES

The applicant shall record the variance at the Registry of Deeds within 90 days of the date of the final written approval of the variance as per Title 30-A, M.R.S.A. Section 4353.5

16. APPEAL TO SUPERIOR COURT

- A. The decision of the Board of Appeals may be taken, within forty five (45) days after the decision is rendered, by any party to Superior Court in accordance with Rule 80B of the Maine Rules of Civil Procedure.
1. In the event of an appeal to the Superior Court from the Board of Appeals review of a Code Enforcement Officer decision, the decision of the Board of Appeals shall be the operative decision for judicial review.
 2. In the event of an appeal to the Superior Court from Board of Appeals review of a Planning Board decision, the decision of the Planning Board shall be the operative decision for judicial review.
 3. In the event of an appeal to the Superior Court from Board of Appeals review of a Select Board decision, the decision of the Select Board shall be the operative decision for judicial review.

17. CONFLICTS WITH OTHER ORDINANCES

Whenever a provision of this Ordinance conflicts with or is inconsistent with another provision of this Ordinance or of any other Ordinance, regulation or statute, the more restrictive provision shall apply.

18. SEVERABILITY:

The invalidity of any section or provision of this Ordinance shall not be held to invalidate any other section or provision of this Ordinance.

19. ABROGATION

This Ordinance repeals and replaces any municipal ordinance, portion thereof, or legislative action previously enacted to comply with the requirements of 30-A MRSA § 2691 or 30 MRSA § 2411.

Town of Readfield Administration Ordinance—~~Enacted June 9, 2015~~

The purpose of this ordinance is to give authorization of powers and duties of the board of selectpersons to manage the following ~~non-budgetary~~ items

Sections

1.1 ACCEPT PAYMENT OF TAXES

1.2 CONTRACTS AND LEASES

1.3 SALE OF SURPLUS PROPERTY

1.4 ACCEPTANCE OF GIFTS AND DONATIONS TO THE TOWN

1.5 TAX ACQUIRED PROPERTY

1.6 WAIVER OF FORECLOSURE

1.41.7 INCREASE BUDGET ITEM BY 5%

1.8 MISCELLANEOUS FEES

1.51.9 DISBURSEMENT WARRANTS

1.1 ACCEPT PAYMENT OF TAXES

Authorize the Treasurer of Readfield to accept prepayment of taxes not yet committed pursuant to 36 M.R.S.A., Section 506.

1.2 CONTRACTS AND LEASES

On behalf of the Town of Readfield, enter into single or multi-year contracts, leases and lease/purchase agreements, not to exceed five years, in the name of the Town if it is deemed to be in the best interest of the Town, ~~were the underlying purpose has been authorized by the voters.~~

Note: This change is proposed to bring the language of this item back into conformity with language approved at Town Meeting. When the original Administrative Ordinance was enacted the language was changed and not properly reported to the public.

1.3 SALE OF SURPLUS PROPERTY

On behalf of the Town sell any town owned surplus property, equipment and tools no longer needed by the Town. Sale proceeds not approved by the Select Board to offset current year expenses shall be applied to the General Fund.

Note: This change is proposed in response to the inability of the Select Board to apply proceeds from the sale of equipment to offset related current-year expenses.

1.4 ACCEPTANCE OF GIFTS AND DONATIONS TO THE TOWN

To accept and expend, on behalf of the Town, any gifts or donations, including grants from federal, state and local agencies, unanticipated donations, or pass-through funds that may be provided by individuals, business associations, charitable groups, or other organizations, if the Select Persons determine that the gifts, donations, or pass through funds and their purposes are in the best interest of the Town. Enter into and execute such agreements and contracts and to take all actions as may be necessary, appropriate and convenient to accomplish this acceptance. Any donation or gift that requires additional funds, such funds must be appropriated by a Town ballot vote. The value and intended purpose of all donations accepted on behalf of the Town in excess of \$100, exclusive of volunteered time, whether cash or in-kind, publicly or anonymously

Town of Readfield Administration Ordinance—~~Enacted June 9, 2015~~

given, shall be recorded by the Collection Clerk or designee and a receipt provided to the donor.

1.5 TAX ACQUIRED PROPERTY

To retain; sell to the prior owner for taxes, interest and costs; or sell the tax acquired property on such terms as they deem advisable, and in accordance with ~~the a written policy regarding~~ Tax Acquired Property. ~~Policy adopted January 8, 2007 by the Municipal Officers and amended on January 4, 2010.~~

Note: This proposed change reflects the fact that the policy may be amended from time to time and should not include a fixed reference.

1.6 WAIVER OF FORECLOSURE

To issue Waivers of Automatic Foreclosures when the municipal officers wish to avoid acquiring property that may be burdensome to the Town and to take court action if needed to foreclose at a later date, if desired.

1.7 INCREASE ~~LINE BUDGET~~ ITEM BY 5%

To increase any ~~line budget~~ item ~~approved by Town Meeting vote~~ up to five percent (5%) by transferring funds from another line balance or miscellaneous income ~~to pay for unexpected expenses.~~

Note: This change clarifies the language used to describe transfers between budget areas approved by the voters. A line item budget is not approved through secret ballot / town meeting and specifying the type of expense is unnecessary.

1.8 MISCELLANEOUS FEES

To set Miscellaneous Fees charged for Town services not covered or set by State Statue.

1.9 DISBURSEMENT WARRANTS

Pursuant to 30-A M.R.S. §§ 3001 (municipal home rule) and 5603(2) (A), The treasurer may disburse money only on the authority of a warrant drawn for the purpose, either (a) affirmatively voted and signed by a majority of the municipal officers at a duly called public meeting, (b) seen and signed by a majority of them acting individually and separately, or (c) signed by any one of them acting alone as provided by law for the disbursement of employees' wages and benefits and payment of municipal education costs and state fees.

Note: This proposed change eliminates the need for two separate disbursement policies that need to be reviewed annually and offers more flexibility in how warrants are reviewed and approved.

Enacted June 9, 2015

Amendment History:

TM: June 14, 2016

TM: June 13, 2017

TO: Wendy Clements
Kennebec Journal, ATTN: Legal Notices
Fax: 623-0614 Phone: 623-3811
e-mail: wclements@mainetoday.com

FROM: Town of Readfield Planning Board
DATE: March 22, 2017
RE: Legal Notice

Please publish the following legal notice in the Legal Notices column of the Kennebec Journal on **Saturday March 11, 2017**. Please bill the Town of Readfield, ATTN: Planning Board, 8 Old Kents Hill Road, Readfield, ME 04355 and provide us with a tear sheet of the ad. If you have any questions, please call Gary Quintal, Code Enforcement Officer, at 685-3290. Thank you.

Notice of Public Hearing
Wednesday March 22, 2017

The Town of Readfield **Planning Board** will conduct a **Public Hearing** at the Town office located at 8 Old Kents Hill Road on the above date. The meeting will start at 6:30 PM at the Town office. The purpose of this Public Hearing is to receive comments from the public regarding the following site plan review applications;

1. Chris Voynik is seeking approval to change part of the bank's drive through at 13 Winthrop Street (Map 120 - Lot 87) by enclosing three sides of the drive through which will increase the building volume by 224 sq. ft.. This application is on file at the Town office for public inspection. If you have any questions regarding this application please contact the Code Enforcement Officer at 685-3290.



Notice of Public Hearing
Wednesday March 29, 2017

The Town of Readfield **Planning Board** will conduct a **Public Hearing** at the Town office located at 8 Old Kents Hill Road on the above date. The meeting will start at 6:30 PM at the Town office. The purpose of this Public Hearing is to receive comments from the public regarding the following proposed changes to the Readfield Land Use Ordinances (LUO);

2. The Planning Board has been developing definitions for Light and Heavy Industries, clarify Stormwater runoff requirements / standards that are not part of a DEP permit, and make changes to the Land Use Tables that coincide with each District. The above March 22, 2017 meeting will be a workshop to finalize these LUO changes that will be presented to the Select Board. If you have any questions regarding these LUO proposals please contact the Code Enforcement Officer at 685-3290.

Annual Town Meeting Warrant

Secret Ballot

Tuesday, June 13, 2017

Article 2:

Elect one Select Board members for three year terms:

☐

☐ Write in: _____

☐ Write in: _____

Elect one RSU #38 School Board member for a one year term:

☐ Write in: _____

Elect one RSU #38 School Board member for a three year term:

☐ Write in: _____

Elect one Local School Committee member for a one year term:

☐ Write in: _____

Elect one Local School Committee member for a two year term:

☐ Write in: _____

Elect one Local School Committee member for a three year term:

☐ Write in: _____

Article 3: Shall the Town of Readfield vote to allow the Select Board to establish **Salaries and or Wages** of town officers and employees, not elsewhere established, for the period July 1, 2017 through June 30, 2018?

Article 4: Shall the Town vote to fix **September 29, 2017** or thirty days after the taxes are committed, whichever is later, and **February 28, 2018** as the dates of each of which one-half of the property taxes are due and payable, and as the dates from which interest will be charged on any unpaid taxes at a rate of **7%** per year, which is the State rate pursuant to Title 36 MRSA, 505.4?

Article 5: Shall the Town vote to authorize the Tax Collector to **Pay Interest** at a rate of **3%**, which is lower than the State Rate of **7%**, from the date of overpayment, on any taxes paid and later abated pursuant to Title 36 MRSA, § 506 & 506A?

Article 6: To see if the Town will vote to authorize the municipal officers, **If an Article Fails**, to spend an amount not to exceed 3/12 of the budgeted amount in each operational budget category that the town is legally obligated to pay, of the last year's approved budgeted amount during the period July 1, 2017 to October 1, 2017?

Article 7: Shall the Town vote to raise and appropriate **\$391,425** for the **General Government for Municipal Admin., Insurance, Office Equipment** budget category for the following budget lines?

Municipal Administration	\$259,945
Insurance	\$128,130
Office Equipment	\$ 3,350

Select Board recommends:
Budget Committee recommends:

Article 8: Shall the Town vote to raise and appropriate **\$61,160** for the **General Government for Assessing and Code Enforcement/Plumbing Inspector/Building Inspector** budget category for the following budget lines?

Assessing	\$24,655
CEO/LPI/BI	\$36,505 - \$11,000 from revenues

Select Board recommends:
Budget Committee recommends:

Article 9: Shall the Town vote to raise and appropriate **\$83,825** for the **General Government for Municipal Maintenance** budget category?

Select Board recommends:
Budget Committee recommends:

Article 10: Shall the Town vote to raise and appropriate **\$5,500** for the **General Government for Grant Writing/ Planning and Heating Assistance** budget category for the following budget lines, with all unexpended balances to be carried forward?

Grant Writing/Planning Ser.	\$4,000
Heating Assistance	\$1,500 - \$1,500 from revenues/designated fund

Select Board recommends:
Budget Committee recommends:

Article 11: Shall the Town vote to raise and appropriate **\$11,783** for the **Boards and Commissions** budget category for the following budget lines, with unexpended balance of the Conservation budget line carried forward?

Trails	\$2,483
Appeals Board	\$ 100
Conservation Commission	\$7,750 - \$7,050 from designated fund
Planning Board	\$1,450

Select Board recommends:
Budget Committee recommends:

Article 12: Shall the Town vote to raise and appropriate **\$29,470** for the **Town Buildings Operations & Maintenance** budget category for the following budget lines?

Fire Station	\$ 9,510
Gile Hall	\$14,600
Library	\$ 4,360
Maintenance Building	\$ 1,000

Select Board recommends:
Budget Committee recommends:

Article 13: Shall the Town vote to raise and appropriate **\$57,135** for the **Community Services** budget category for the following budget lines, with the unexpended balance of the Library budget line carried forward?

Age Friendly	\$ 2,000
Animal Control	\$11,420 - \$1,500 from revenues
Kennebec Land Trust	\$ 250
KVCOG	\$ 4,295
Library Services	\$26,090 - \$2,080 from revenues
Readfield TV	\$ 6,830 - \$6,830 from revenues
Street Lights	\$ 6,000
Maranacook Lake Dam	\$ 250

Select Board recommends:

Budget Committee recommends:

Article 14: Shall the Town vote to appropriate **\$19,703** for the **Beach and Recreation** budget category for the following budget lines with any unexpended balances to be carried forward?

Beach	\$ 9,142 - \$9,142 from revenues
Recreation	\$10,561 - \$10,561 from revenues

Select Board recommends:

Budget Committee recommends:

Article 15: Shall the Town vote to raise and appropriate **\$10,000** for the **Heritage Days** budget category to be expended for the 2017 Heritage Days with any unexpended balances to be carried forward? **\$5,000 from designated fund**

Select Board recommends:

Budget Committee recommends:

Article 16: Shall the Town vote to appropriate **\$8,300** for the **Millstream Dam Project** budget line, with unexpended balance carried forward? **\$6,221 from designated fund/\$2,079 from revenues**

Select Board recommends:

Budget Committee recommends:

Article 17: Shall the Town vote to raise and appropriate **\$180,875** for the **Protection Department** budget category for the following budget lines with any unexpended balances to carry forward with the exception of the Ambulance Service, Dispatching and Emergency Operations Plan lines?

Operations Fire Dept.	\$87,650	\$20,000 from designated fund
Fire Dept. Equipment	\$ 8,000	
Ambulance Service	\$25,400	
Waterholes	\$ 500	

Tower Sites	\$27,000	\$25,000 from revenues
Dispatching	\$30,200	
Annual Physicals	\$ 125	\$125 from designated find
Personal Prot. Gear Repl.	\$ 2,000	

Select Board recommends:

Budget Committee recommends:

Article 18: Shall the Town vote to raise and appropriate **\$16,050** for the **Cemetery Maintenance** budget category, with any unexpended balances to carry forward?
\$4,000 from Expansion Trust Fund

Select Board recommends:

Budget Committee recommends:

Article 19: Shall the Town vote to raise and appropriate **\$430,550** for the **Roads & Drainage** budget category for the following budget lines with any unexpended balance to be carried forward for the Summer Roads budget?

Summer Road Maint.	\$117,500	-\$35,000 from revenues, \$45,000 from designated fund
Winter Road Maint.	\$256,450	
Vehicles Maint.	\$ 46,600	
Interlocal Work	\$ 10,000	-\$10,000 from revenues

Select Board recommends:

Budget Committee recommends:

Article 20: Shall the Town vote to raise and appropriate **\$135,812** for the **Capital Improvements for Fairgrounds and Transfer Station** budget category for the following budget lines with all accounts to be carried forward?

Roads	\$15,000	
Equipment	\$ 5,000	
Sidewalks	\$45,000	
Gile Hall	\$24,000	-\$24,000 from designated fund
Parks/Recreation	\$ 7,762	-\$7,762 from designated fund
Transfer Station	\$39,050	-\$20,000 designated fund, \$10,975 Revenues

Select Board recommends:

Budget Committee recommends:

Article 21: Shall the Town vote to raise and appropriate **\$125,000** for the **Capital Improvements for Maranacook Lake Dam** budget category for the following budget lines with all accounts to be carried forward?

Maranacook Lake Dam	\$125,000-	\$45,660 from designated funds
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Select Board recommends:

Budget Committee recommends:

Article 22: Shall the Town vote to raise and appropriate **\$282,576** for the **Solid Waste Department** budget category for the following budget lines with all accounts to be carried forward?

Transfer Station	\$277,376 - \$181,636 from revenues
Backhoe	\$ 5,200

Select Board recommends:

Budget Committee recommends:

Article 23: Shall the Town vote to raise and appropriate **\$317,600** for the **Regional Assessments** budget category for the following budget lines which the town are legally bound to pay?

Cobbossee Watershed	\$ 22,000
Kennebec County Tax	\$270,000
First Park	\$ 25,600 -\$10,000 from Revenues

Select Board recommends:

Budget Committee recommends:

Article 24: Shall the Town vote to raise and appropriate **\$328,824** for the **Debt Service** budget category for the following budget lines which the town are legally bound to pay?

2015 Fire Truck Bond/Lease	\$ 56,857
2013 Road & Bridge Bond	\$109,117
2008 Road & Bridge Bond	\$162,850

Select Board recommends:

Budget Committee recommends:

Article 25: Shall the Town vote to appropriate the amount equal to that paid to the Town by the State (based on snowmobile registrations) for the **Readfield Blizzard Busters Snowmobile Club** to be used for trail creation, maintenance and grooming? **\$940.00** from revenues

Select Board recommends:

Budget Committee recommends:

Article 26: Shall the Town vote to raise and appropriate the requested amount of **\$1,441** for the **Central Maine Agency on Aging/Cohen Center/Senior Spectrum?**

Select Board recommends:

Budget Committee recommends:

Article 27: Shall the Town vote to raise and appropriate the requested amount of **\$1,000** for the **Family Violence Agency?**

Select Board recommends:

Budget Committee recommends:

Article 28: Shall the Town vote to raise and appropriate the requested amount of **\$2,250** for the Courtesy Boat Inspection Program to the **Maranacook Lake Association** for **\$1,500** and the **Torsey Pond Association** for **\$750** on Maranacook Lake and Torsey Pond?

Select Board recommends:

Budget Committee recommends:

Article 29: Shall the Town vote to raise and appropriate the requested amount of **\$910** for the **Sexual Assault Agency**?

Select Board recommends:

Budget Committee recommends:

Article 30: Shall the Town vote to raise and appropriate the requested amount of **\$2,500** for the **30 Mile River Association**? *New amount*

Select Board recommends:

Budget Committee recommends:

Article 31: Shall the Town vote to raise and appropriate the requested amount of **\$5,000** for the **Union Meeting House**? *New article*

Select Board recommends:

Budget Committee recommends:

Article 32: Shall the Town vote to appropriate **\$10,000** for the **Readfield Enterprise Fund** budget category with any balance to be carried forward? *From designated and revenues*

Select Board recommends:

Budget Committee recommends:

Article 33: Shall the Town vote to raise and appropriate **\$10,000** for a **Revaluation** with any unexpended balance to carry forward?

Select Board recommends:

Budget Committee recommends:

Article 34: Shall the Town vote to raise and appropriate **\$4,650** for the **General Assistance** budget category? *\$2,325 from revenues*

Select Board recommends:

Budget Committee recommends:

Article 35: Shall the Town vote to appropriate funds not to exceed **\$5,000** to cover Overdrafts from the Unassigned Fund Balance?

Select Board recommends:

Budget Committee recommends:

Article 36: Shall the Town vote to accept in trust the sums to be deposited as part of the **Readfield Cemetery Trust Funds** and the income to be used for the upkeep and maintenance of cemetery lot(s) in the Town of Readfield cemeteries as collected from 03/26/16 to 03/25/17?

S&M Morgan	\$400	V. Goodwin	\$400
N&V Gettig	\$200	J. Booker	\$400
Norwood	\$1,200	M&S Booker	\$800
V. Lippert	\$400	D. Miller	\$400
D. Welch	\$400	A. Hecker	\$400
C. Leutenegger	\$400		

Article 37: Shall the Town vote to authorize **Expenditure of Revenues** from Federal, State, Local and private sources (including user fees), in those categories for which the revenue was intended (if no use is identified, the funds shall be deposited with the General Fund), in addition to the amounts appropriated previously in these articles?

Article 38: Shall the Town vote to appropriate the following **Estimated Revenues** to reduce the 2017 Tax Commitment?

State Revenue Sharing	\$135,000
Interest on Property Taxes	\$ 20,000
Interest on Investments	\$ 3,000
Veterans Exemption	\$ 3,200
Homestead Exempt. Reimb.	\$184,525
Tree Growth Reimb.	\$ 9,800
Bete Reimbursement	\$ 9,171
Boat Excise Taxes	\$ 7,500
Motor Vehicle Excise Taxes	\$460,000
Agent Fees	\$ 9,500
Newsletter	\$ 250
Certified Copy Fees	\$ 1,300
Other Income	\$ 500
Heating	\$ 1,500
Plumbing fees	\$ 5,000
Land Use Permit Fees	\$ 6,000
Dog License Fees	\$ 1,500
Library Revenue	\$ 2,080
Cable Television Fees	\$ 26,000
Beach Income	\$ 9,142
Recreation Income	\$ 10,561
Mill Stream Dam/Factory Sq	\$ 2,079
Protection	\$ 25,000
Local Roads	\$ 35,000
Interlocal	\$ 10,000
Transfer Station Capital	\$ 10,975

Transfer Station	\$181,636
First Park	\$ 10,000
Snowmobile (State reimb.)	\$ 940
Readfield Enterprise Fund	\$ 10,000
General Assistance (State reimb.)	\$ 2,325

TOTAL \$1,193,484

Select Board recommends:

Budget Committee recommends:

Article 39: Shall the Town vote to appropriate the following **Designated Funds** to reduce the Fiscal Year Ending 2018 Expenditures?

Parks/Recreation Capital	\$ 2,762
Cemetery Trust Fund	\$ 4,000
Conservation	\$ 7,050
Fire Dept. Equipment	\$20,000
Fire Dept. Physicals	\$ 125
Gile Hall Capital	\$24,000
Heritage Days	\$ 5,000
Maranacook Dam Capital	\$45,660
Mill Stream Dam Project	\$ 6,221
Recreation	\$ 5,000
Transfer Station Capital	\$20,000
Roads	\$45,000
Total	\$184,818

Select Board recommends:

Budget Committee recommends:

Article 40: Shall the Town vote to authorize the Select Board to expend up to **Twenty Five Thousand Dollars (\$25,000)** from the **Unassigned Fund Balance** (General Fund), in the aggregate for one or more purposes, to meet contingencies that may occur during the ensuing fiscal year?

Select Board recommends:

Budget Committee recommends:

Article 41: Shall the Town vote to appropriate **\$190,000** from the **Unassigned Fund Balance** to **reduce the total tax commitment**?

Select Board recommends:

Budget Committee recommends:

Article 42: Shall the town vote to amend the following language in the Town's **Administrative Ordinance** and be enacted?

Article 43: Should the Town continue to use the **Secret Ballot** process for the 2017 Annual Town Meeting?

DRAFT

AGREEMENT

BETWEEN

STATE OF MAINE, DEPARTMENT OF PUBLIC SAFETY

AND

TOWN OF READFIELD

This Agreement is between the State of Maine, Department of Public Safety, with a mailing address of 104 State House Station, Augusta, Maine 04333-0104 ("Department") and the Town of Readfield, with a mailing address of 8 Old Kents Hill Road, Readfield, Maine 04355 ("Town"), hereinafter referred to jointly as the "Parties".

WHEREAS, the Town of Readfield has an obligation to provide Public Safety Law Enforcement Dispatch services; and

WHEREAS, the Town wishes to contract with the Department for the provision of law enforcement dispatch services; and

WHEREAS, the Department is willing to provide law enforcement dispatch services:

NOW THEREFORE, in consideration of the premises and the covenants set forth herein, the Parties agree as follows:

1. The Department agrees to furnish to the Town all qualified personnel, facilities and materials necessary to provide Public Safety Law Enforcement Dispatch services as set forth in Attachment A to this Agreement ("Project").
2. The Department shall provide to the Town:
 - a. A quarterly statistical report of law enforcement dispatch services;

- b. Transcripts of 9-1-1 calls received in connection with the performance of law enforcement dispatch services under this Agreement, upon the request of the Town;
- c. Copies of tapes of radio calls received in connection with the performance of law enforcement dispatch services under this Agreement, upon the request of the Town (for court and investigative purposes); and

3. The Town shall pay to the Department a fee for Public Safety Law Enforcement dispatch services pursuant to the Local Jurisdiction Fee Schedule as developed and approved by the Maine Communications System Policy Board. For purposes of determining the total annual fee of \$14,998.00, for the Town of Readfield during the period commencing July 1, 2017, and ending June 30, 2018, the census population data of 2,598, and dispatched call volume for 2016 of 685 for the local jurisdiction has been used. The census data population number is subject to revision at the time of any extended term of this Agreement, and shall be set forth in any amendment to the Agreement. The Department shall invoice the Town quarterly.

4. The term of this Agreement shall be twelve (12) months commencing July 1, 2017, and ending June 30, 2018. The Town may extend the term of the Agreement on the same terms and conditions for an additional twelve (12) month period by giving the Department written notice of such request sixty (60) days prior to the expiration of this Agreement. Any extension of the term of this Agreement must be approved by both Parties in writing as an amendment to the Agreement.

5. This Agreement may be terminated by either Party for convenience by notifying the other Party in writing of the termination six (6) months prior to the date of

termination. In the event of such termination, the Parties agree to work together to ensure continuation of dispatch services.

6. The Department and the Town shall each appoint a Project Administrator.

7. The Parties shall comply with all applicable state and federal laws, rules, and regulations in performance under this Agreement.

8. The Department shall maintain all books, documents, records and other materials, in whatever form, pertaining to this Agreement and retain such books, documents, records and other materials during the term of this Agreement and for such period of time as required by the Maine Archivist and the accounting and auditing practices of the State of Maine. The Department shall make the books, documents, records, and other materials available for inspecting and copying in accordance with the provisions of the Maine Freedom of Access law.

9. This Agreement shall be governed by the laws of the State of Maine.

10. The Town may request changes in the work ("Change Request") to be performed by the Department. A Change Request shall be in writing and submitted to the Department's Project Administrator. Within fifteen (15) days of receipt of a Change Request, the Department shall provide to the Town Project Administrator a written statement indicating whether the Change Request has a price or schedule impact. If there is a price or schedule impact, the statement shall include a description of the estimated price increase or decrease and any impact on schedule. In the event the Parties agree to the Change Request, they shall attempt to negotiate in good faith the terms and conditions for implementation of the Change Request. A Change request shall not be effective unless memorialized in writing and signed by both Parties.

11. The Town Project Administrator shall have responsibility for coordinating the performance of dispatch services by the Department, including, but not limited to:

- a. Reviewing written planning documents prepared by the Department;
- b. Being available to the Department Project Administrator during normal business hours for consultation and decision making;
- c. Forming a Dispatch Advisory Sub-Committee (“Advisory Sub-Committee”) that will be responsible for providing advice to the Maine Communications System Policy Board regarding dispatching services (optional); and
- d. Scheduling and attending regular meetings of the Advisory Sub-Committee.

12. The Department’s Project Administrator shall have responsibility for coordinating the performance of dispatching services with the Town including, but not limited to:

- a. Preparing written planning documents that set forth dispatching service tasks in detail;
- b. Being available to the Town Project Administrator during normal business hours for consultation and decision making;
- c. Attending meetings of the Advisory Sub-Committee if formed;
- d. Supervising Department personnel involved in providing dispatch services; and
- e. Ensuring that dispatching services are performed in accordance with Department standards.

13. The Parties acknowledge that during performance of this Agreement they each may be exposed to or acquire confidential information. Subject to the requirements of federal and State law, the Parties agree to hold such information in strict confidence and not to copy, reproduce, sell, assign, license, market, transfer, give or otherwise disclose such information to third parties or to use such information for any purpose other than for the provision of dispatch services. The Parties shall advise each of their employees, agents and representatives of their obligations to keep such information confidential. The Parties shall use reasonable efforts to assist each other in identifying and preventing any unauthorized use or disclosure of such information. Without limitation of the foregoing, the Parties shall make reasonable efforts to advise each other immediately in the event that either learns or has reason to believe that any person who has had access to such information has violated or intends to violate either the terms of this Agreement, or applicable law and will reasonably cooperate in seeking injunctive relief against any such person. Nothing in this Section 13 shall prohibit disclosure of public records or other information by either party when such disclosure is permitted by Maine's Freedom of Access law, 1 M.R.S.A. sec. 401 *et seq.*, or by court order. Responses to requests for public records related to this contract shall be made jointly and cooperatively by the Parties. The terms of this Section 13 shall survive the expiration or termination of this Agreement.

14. In the event of any dispute arising during the term of this Agreement concerning performance of the work under the Agreement, either party shall serve notice of such dispute on the other party and the Commissioner of Public Safety. The Commissioner shall decide the dispute, reduce the decision to writing, and serve a copy on both Parties. The Commissioner's decision shall be final, unless either party seeks relief under applicable law.

15. The Parties shall not be deemed to have waived any provision of this Agreement unless expressed in writing and signed by the waiving Party. The Parties agree that they shall not assert in any action relating to the Agreement that any waiver occurred between the Parties that is not expressed in writing. The failure of any Party to insist in any one or more instances upon strict performance of any of the terms and provisions of the Agreement, or to exercise an option or election under the Agreement,

shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement.

16. The Department shall have the right to terminate this Agreement in the event of a material breach or default by the Town of its obligations hereunder that is not cured within thirty (30) days from the date of receipt by the Town of written notice of such breach from the Department. If the breach or default, by its nature, cannot be cured within such thirty (30) day period, then the Town shall have such additional time (not to exceed thirty (30) additional days) as may be necessary to cure the breach or default, provided the Town has exercised reasonable efforts and taken appropriate action to begin cure of the breach or default within the initial thirty (30) day cure period.

17. The Town shall have the right to terminate this Agreement in the event of a material breach or default by the Department of its obligations hereunder that is not cured within thirty (30) days from the date of receipt by the Department of written notice of such breach from the Town. If the breach or default, by its nature, cannot be cured within such thirty (30) day period, then the Department shall have such additional time (not to exceed thirty (30) additional days) as may be necessary to cure the breach or default, provided the Department has exercised reasonable efforts and taken appropriate actions to begin cure of the breach or default within the initial thirty (30) day cure period.

18. This Agreement is subject to available budgetary appropriations and shall not create any obligation on behalf of the Town in excess of such appropriations. In the event insufficient funds are appropriated to fund this Agreement, or if funds are de-appropriated, the Town shall immediately notify the Department of such action. The failure of the Town to meet its obligations under this Agreement as a result of insufficient funding may be deemed by the Department as a breach of this Agreement.

19. The Department shall be excused from its performance obligations under this Agreement if and to the extent that the Department's provision of dispatching

services is prevented or rendered functionally useless by circumstances including, but not limited to, telecommunications failures, damage to equipment, or other physical causes resulting from an act of God, act of war, riot, fire, explosion, flood or other catastrophe, or any other event beyond the control of, and that could not reasonably be foreseen by, the Department. In such an event, to the extent that circumstances may reasonably allow, the Department shall promptly take all appropriate and necessary actions within its power to restore dispatch services to the fullest extent possible, in accordance with this Agreement.

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

21. This Agreement contains the entire agreement of the Parties with respect to the matters addressed therein. This Agreement may not be amended except upon the express written agreement of the Department and the Town.

22. In the event of any litigation between the Parties with regard to the Agreement, each party shall be responsible for its own expenses, costs and attorney fees.

WHEREFORE, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date set forth below.

Dated: _____

DEPARTMENT OF PUBLIC SAFETY

By: John E. Morris

Title: Commissioner

Dated: _____

TOWN OF READFIELD

By: _____

Title: _____

ATTACHMENT "A"

SPECIFICATIONS OF SERVICES TO BE PERFORMED

The Department agrees to provide the Town with emergency communication services for appropriate service providers. These include, but are not limited to, Fire, Rescue, Animal Control, and Law Enforcement.

[Appropriately tailored for PSAP-only services, dispatch-only services or PSAP and dispatch services.]

- A. Provide adequate facilities, equipment and personnel to carry out the purposes stated in the PSAP standards of the State of Maine.
- B. Provide call answering, which shall include but not be limited to all emergency and non-emergency calls for service.
- C. Provide dispatching service, which shall include but not be limited to dispatching personnel and equipment for emergency and non-emergency calls for service, dispatching for all on-going incidents, as well as coordination of all support services as deemed appropriate by the Incident Commander and/or authorized agency personnel.
- D. Provide METRO/NCIC (Maine Telecommunications and Routing Operations System/National Crime Information Center) services, as needed or requested by the Law Enforcement branch of the Town. A Secondary Users Agreement must be signed by the Chief Law Enforcement Officer of the City/Town.
- E. Ensure that all the calls for service are dispatched to the appropriate service providers for the Town.
- F. Provide all services in the most cost effective and efficient manner possible.

Readfield Transfer Station

Terms of Agreement

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, Readfield Transfer Station hereinafter referred to as the "Station."

III. Purpose of Agreement

The Towns of Readfield and Wayne have operated the Station and shared operational expenses and revenues for the 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 Station 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 Station by the towns of Fayette, Readfield, and Wayne will work for the long-term benefit of our respective citizens and taxpayers. The purpose of this agreement is to:

- Provide opportunity for expanded, enhanced, and more efficient services.
- Ensure that each town has a meaningful role in managing the costs, benefits, and service levels of their shared Station.
- Maintain stability in the provision of waste management for the towns.
- Equitably balance the expense of operating the Station between the towns.
- Save each town tax dollars by avoiding the duplication of facilities and services.

To this end, the towns hereby agree to jointly use the Station 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 Station

A. General Operations. In order that the management of the Station 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 Station. Governing documents for the Station shall include any applicable policies, the current Station Operations Manual, current Solid Waste and Recycling Ordinance, and current Maine Department of Environmental Protection license.

As part of the efficient operation of the Station the Town of Readfield Select Board agree to meet with the Select Boards from the Towns of Wayne and Fayette, at least on a yearly basis, to review and establish governing documents for the Station. In addition, the Town Managers from Readfield, Wayne, and Fayette shall communicate monthly to review ongoing operations, maintenance, and budget of the Station.

The Town of Readfield shall have the responsibility for all personnel decisions and management of the employees of the Station at such compensation as it deems warranted; to contract for services for the Station; to make planned and emergency capital expenditures; 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 Station. It shall also have the right to adopt such governing documents it deems necessary and advisable for the operation of the Station. The Town of Readfield shall also be solely liable for any and all claims arising from its oversight and employment of Station employees, from any contractual disputes, and from the collection and payment of all fees and expenses of the Station.

B. Establishment of an Advisory Solid Waste & Recycling Committee (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 Station Manager. The purpose of the SWRC shall be to assist and make suggestions on the overall operations of the Station, to enhance the efficiency of the Station and recycling program, to 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 SWRC shall operate under the guidance of the SWRC Charter and any duly adopted rules, which may be amended by agreement of all the Select Boards of the member towns from time to time as necessary. Each member town shall be represented equally on the SWRC by three members with at least one member of the participating town Select Board and two community members, all of whom shall be voting members of the SWRC. Each Town may also designate an alternate voting member who may be either a member of the Select Board or a community member. 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 Station Manager to report to the Readfield Select Board on all materials presented at the committee meetings. 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 Station shall be maintained by the Treasurer of the Town of Readfield. The records of the Station 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 (M.R.S.A. Title 1, Chapter 13). 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 Station shall be approved by a majority of the Select Board of the Town of Readfield.

E. Liability. Each municipality shall indemnify and hold harmless each other municipality for all claims, suits, or liabilities of every kind or nature arising out of or from any negligent or intentional wrongdoing, act, or omission by a participating municipality or any of its agents, employees, consultants, or contractors relating to the duties and obligations of the municipalities under this Agreement. Unless otherwise provided herein, no municipality shall be liable for more than its pro rata share with respect to any obligations or liabilities under this Agreement. The Towns of Wayne and Fayette shall be specifically excluded from any and all liability for environmental or hazardous waste related claims which existed, or which may be discovered to have existed, prior to the date of this Agreement.

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.

Adequate hazard and liability insurance for the Station must be maintained by the Town of Readfield and certificates of insurance shall be provided to member towns annually.

V. Financing and Budgeting of the Station

A. Division of Operating Expenses. The member towns shall share in the operating expenses of the Station. The portion of operating expenses to be paid by each municipality 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. In the event the Station becomes equipped with appropriate scales or other mechanisms for competent tracking of each municipality's solid waste disposal, the member towns herein agree to substitute the formula provided above for a formula based on actual usage. Operating expenses shall include all expenses associated with the Station, 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 and costs less than \$5,000.00.

B. Division of Capital Expenses. In order to deliver planned capital investments and buffer against unanticipated capital expenses, the member towns shall share in the capital expenses of the Station through annual contributions to a designated capital reserve managed by the Town of Readfield. The portion of capital expenses to be paid by each municipality 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. In the event the Station becomes equipped with appropriate scales or other mechanisms for competent tracking of each municipality's solid waste disposal, the member towns herein agree to substitute the formula provided above for a formula based on actual usage. Capital Expenses shall include all Station related 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 with the exception of the Readfield Maintenance building, permanent structures, access road surfaces and earthworks, holding tanks, and storage containers. Because the backhoe is shared with other departments in Readfield, the portion of the replacement cost attributed to the Station shall be 50%. Combined annual contribution by the member towns to the reserve shall be initially set at eight percent of the budgeted net operating expense of the Station and may be adjusted by mutual agreement of the Select Boards of the member towns.

No town shall be required to make additional contributions to the designated capital reserve for present or future 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 Station from waste disposal fees, permit fees, etc. (whatever or whoever the source) shall be retained by the Town of Readfield and used to reduce the operating expenses thereof. Each community shall be empowered to issue permits for use of the Station at such fees as recommended by the SWRC and as agreed upon by all member towns.
- D. Annual Budget & Capital Investment Plan. The Readfield Town Manager shall prepare an annual budget and capital investment plan for the Station for presentation to the Select Board and Budget Committee of each member town. The budget and capital investment plan shall presume a fiscal year of July 1 to June 30. The budget and capital investment plan 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 actual incurred operating expenses and designated capital reserve contributions. The Towns of Fayette and Wayne shall remit to the Town of Readfield the billed amount within 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 prudently incurred expenses recommended by the SWRC and approved by the Readfield Select Board, and each town shall convene such meetings of the legislative body as may be necessary for consideration of the budget, original appropriations and supplemental appropriations (if any) for each town's share of the operating and capital expenses of the Station.
- E. Title to Property. Title to the real estate, equipment and personal property supplied by the Town of Readfield (including the Station 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 be effective for three years from the date of the Agreement, subject to approval of each member town's legislative body at Town Meeting, and shall continue thereafter for successive three-year terms unless terminated by any member town.

- B. Termination. After the expiration of the initial three year term, 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 in writing to the Town Manager or Chair of the Select Board of the other member towns. 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 at its annual town meeting required to meet their share of the expenses incurred to operate the Station as identified in Section V of this Agreement shall serve as a notice of termination, unless the funds are appropriated at a subsequent special town meeting called within 120 days of the annual town meeting. 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 of this Agreement by any member Town. Upon termination of this Agreement, the Station, all equipment, personal property and real property shall remain the sole and exclusive property of the Town of Readfield. All remaining funds of the Station 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. Dispute Resolution

- A. If there are any disputes or disagreements arising among the parties out of this Agreement, the Towns agree to meet to discuss and attempt to resolve any issues. The Towns hereby agree that a third-party neutral may be retained, at a cost to be shared equally by the Towns, to facilitate any meetings necessary to reach a mutual resolution.
- B. If issues cannot be resolved in a meeting, all disputes must be resolved through binding arbitration. The process shall be agreed to by the parties and shall occur in Kennebec County, Maine. The arbitrator shall order any and all necessary relief to the prevailing party.

VIII. Adoption and Amendment

This Agreement shall become effective upon (a) approval by ordinance, resolution, or other action by the legislative 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 all three member towns. 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 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:

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

Future Agenda Items - Proposed DRAFT

March - Potential Meeting / Workshop Items

Meeting with Craig Hickman and Shenna Bellows - 90 minutes - March 27th at 6:30pm

April - Potential Meeting / Workshop Items

Municipal Solid Waste RFP - 4/3

Final Budget & Warrant Review - 4/3

Kents Hill School Liquor License Renewals - 4/3

Budget and Warrant Approval - 4/18

Emergency Operations Plan Tabletop exercise - 4/18

Potential Future Meeting Items:

Maranacook Lake Outlet Dam Bid Review

Marijuana Regulation

Safety and access issues on Church Road

Plastic Recycling

Review of the appeals process and appeals matrix

Potential Future Workshops:

Personal Property Taxes

Meeting with County Commissioner / County Sheriff

Ongoing Goals:

Group 1

Review the need for and nature of governance documents:

(Current and proposed ordinances and policies, town charter, etc.)

Review Capital Improvement/Investment Program

Clarify the authority of boards, committees and commissions

Hold an annual Community Meeting with a pot-luck supper.

Group 2

Welcome business, and develop a plan to support the business environment in Readfield

Investigate the most efficient, long-term renewable energy investment and conservation

Name and dedicate ball field

Consider a Parks Commission

Obtain the status of, and create plans for town buildings, specifically the fire station, transfer station and library

Create activities for kids and adults

Understand and address issues of poverty

Create an action plan resulting from the age-friendly survey and report

Consider a Church Street sidewalk