

**Readfield Select Board
Meeting Agendas
March 6, 2017, Readfield Town Office**

Select Board Meeting starts at 5:30 PM
Meeting ends (unless extended): 8:20 PM

Executive Session - 60 minutes

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

Pledge of Allegiance

Regular Meeting - 10 minutes

17-149 - Minutes: Select Board meeting minutes of February 21, 2017. - 5 minutes

17-150 - Warrants: #37 & #38. - 5 minutes

Communications - 25 minutes

Select Board communications. - 5 minutes

Town Manager's Report - 5 minutes

Boards, Committees, Commissions & Departments - 5 minutes

- Cobbossee Watershed District Minutes of September 13 and October 11, 2017
- 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

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

Appointments, Re-appointments, and Resignations - 5 minutes

17-151 - Re-appoint Romaine Turyn to the Age Friendly Community Committee

17-152 - Re-appoint Ann Mitchell to the Age Friendly Community Committee

17-153 - Re-appoint Marianne Perry to the Age Friendly Community Committee

17-154 - Appoint Brent West to the Conservation Commission

Old Business - 5 minutes

17-136 - Second Reading of Parks Commission organizational document - 5 minutes

Public Hearing - 15 minutes (starting at approximately 7:15)

Conduct a public hearing pursuant to naming applications that have been received for the ballfield at the fairgrounds and the Readfield and Wayne Transfer Station - See agenda items 17-155 & 17-156

New Business - 45 minutes

17-155 - Consider a naming application for the ballfield at the fairgrounds recreation area - 5 minutes

17-156 - Consider a naming application for the Readfield and Wayne Transfer Station - 5 minutes

17-157 - Consider transfer of ownership of the "bank building" at Readfield Corner from Camden National Bank to Merrills Investigation, pursuant to a user agreement associated with the property - 15 minutes

17-158 - Consider the disposition of Tax Acquired Property - 20 minutes

Future Agenda Items - 5 minutes

Adjournment

REGULAR MEETING

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

Readfield Select Board
Regular Meeting Minutes – February 21, 2017 – *Unapproved*

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

Excused Absence: John Parent

Others Attending: Eric Dyer (Town Manager), Kristin Parks (Board Secretary), William Starrett (Channel 7), Teresa Shaw (Finance Officer), Fran Zambella

Budget Committee Members: Valarie Pomerleau, Peter Davis, Mike LaBerge, Andrews Tolman, Martin Hanish

Executive Session - To have the Select Board hold an executive sessions to discuss a labor negotiations matter pursuant to 1 MRSA, Section 405, subsection 6(D).

Bruce made a motion to go into executive session to discuss labor negotiations pursuant to 1 MRSA, Section 405, subsection 6(D) at 6:15 PM. It was seconded by Kathryn and passed 4-0. John Parent was absent.

The Town Manager was present at this meeting.

We came out of executive session at 6:27 PM.

Workshop 6:33 pm – 8:09 pm

Joint Select Board & Budget Committee Initial Budget Review Workshop

- Mr. Bourgoine called the workshop/meeting to order at 6:33 pm followed by The Pledge of Allegiance. Mr. Bourgoine gave a brief introduction about what the workshop consisted of.
- Mr. Dyer, Town Manager, went over the FY 2018 Budget Process Review Workshop Agenda
 - Summary of Budget Goals
 - Summary of Budget Process
 - Budget Workshop Goals
 - Municipal Budget Highlights
 - Budget Overview
 - Expense Summary
 - 2017-2018 Expense \$ Change by Department
 - Revenue Summary
 - 2016-2017 Revenue \$ Change – Admin. by Div.
- A brief discussion amongst the Select Board and Budget Committee on the presentation. All feel very informative and gave feedback on ways to make it easier to understand and explain.
- There are 2 upcoming Public Budget Meetings scheduled for March 8, 2017 and April 10, 2017.
- On March 15, 2017 there is a Select Board/RSU 38 School Board joint meeting.

Regular Meeting 8:13 pm – 8:42 pm

- **17-145– Minutes: Select Board meeting minutes of February 6, 2017**
 - **Motion** made by Mrs. Woodsum to approve the minutes of the February 6, 2017 meeting as submitted, **second** by Mr. Dunham. **Vote** 4-0 in favor.
- **17-146 – Warrants #35 & #36**
 - Mr. Dunham reviewed Warrants #35 & #36

Readfield Select Board
Regular Meeting Minutes – February 21, 2017 – *Unapproved*

- Fabian Oil – should be billed to Fire Station and not Transfer Station.
- **Motion** made by Mr. Dunham to approve Warrants #35 & #36 in the amount of \$46,818.23, **second** by Mrs. Woodsum. **Vote** 4-0 in favor.

Communications

- **Select Board Communications**
 - Mrs. Woodsum mentioned that the Town made it into the Kennebec Journal for the appointment of the RSU 38 School Board member. Appointed by qualifications and made a responsible choice.
 - Mr. Dunham mentioned that there have been some **emails** amongst the Appeals Board and if they are to deal with just land issues or other matters that arise with the Town. Mr. Bourgoine noted to add this to a future agenda item.
- **Town Manager's Report**
 - Mr. Dyer went over the Town Manager's Report dated for February 21, 2017.
- **Treasurer's Report**
 - Mr. Dyer went over the Treasures Report for January 2017.
- **Boards, Committees, Commissions & Departments**
 - None
- **Public Communications - *Members of the public may address the Select Board on any topic***
 - Fran Zambella was disappointed that he **didn't** hear back from the Select Board about his emails on the Appeals Board. Mr. Bourgoine to go back and review the emails.

New Business:

- **17-147 – Appoint Select Board members to serve as negotiators in the upcoming contract negotiations with AFSCME Council 93, Local 2011-00**
 - **Motion** made by Mrs. Woodsum to appoint Mr. Parent & Mr. Bourgoine to be the Select Board representatives for the upcoming Union Contract negotiations. **Second** by Mrs. Sammons. **Discussion:** Did confirm with Mr. Parent via phone if he was willing to be a negotiator. **Vote** 4-0 in favor.
- **17-148 – Consider bids for the old fire truck**
 - Mr. Dyer went over the 5 bids that were received. There was no reserve set on the sale. Highest bidder was Bruen Construction. He feels there is no reason to not go with the highest bidder.
 - **Motion** made by Mrs. Woodsum to accept the bid from Bruen Construction in the amount of \$3260.66 with a request that the truck is removed within 2 weeks. **Second** by Mr. Dunham. **Vote** 4-0 in favor.

Motion made by Mrs. Woodsum to adjourn the meeting at 8:42 pm, **second** by Mrs. Sammons. **Vote** 4-0 in favor.

COMMUNICATIONS

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

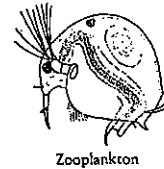
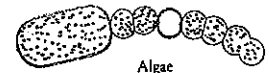
COBBOSSEE WATERSHED DISTRICT

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



MINUTES

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

Robert Clunie – Gardiner Trustee, Chairperson
Daniel Bailey – Litchfield Trustee
Shelly Gerstein – Readfield Trustee
Ginger Jordan-Hillier – Monmouth Trustee (alt.)
Sandra Small-Hughes – Winthrop Trustee
Douglas Ludewig – Monmouth Trustee, Clerk
Steve Musica – Richmond Trustee
Joseph Saunders – Monmouth Trustee
Daniel Wells – Winthrop Utilities District Trustee, Treasurer
William Monagle – Executive Director
Wendy Dennis – Limnologist

Chairman Clunie called the meeting to order at 7:04 PM.

Mr. Monagle presented the Minutes from the April meeting. Trustee Saunders **moved** to accept the April Minutes as presented; Trustee Small-Hughes **seconded**; the motion **passed** with one abstention. Mr. Monagle presented the Minutes from the May Budget meeting. Trustee Saunders **moved** to accept the May Minutes as presented; Bailey **seconded**; the motion **passed** with one abstention.

Mr. Monagle presented the July Financial Report. Trustee Saunders **moved** to accept the July Financial Report; Trustee Wells **seconded**; the motion **passed** unanimously. Mr. Monagle presented the August Financial Report. Trustee Saunders **moved** to accept the August Financial Report; Trustee Wells **seconded**; the motion **passed** unanimously.

Mr. Monagle reported on progress on the Cobbossee Lake Watershed Protection Project (Clean Water Act §319), stating that he is in the process of arranging several road related projects throughout the watershed. He said that the flyer that he had the Friends of the Cobbossee Watershed, who are partnering with CWD on the project, distribute to property owners on about a dozen camp roads around the lake has elevated awareness and generated considerable interest in the project. He said that as one of the tasks of both this project and the Wilson Pond project, he conducted a Private Road Association Workshop at the Winthrop Town Office on August 25th with assistance from a local attorney. He said the workshop was very well attended and well

received. Mr. Monagle reported on the Wilson Pond NPS Watershed Restoration Project, Phase II (CWA §319) stating that he is working with the DEP and property owners on Merganser Lane (Winthrop) on Wilson Pond to arrange for several individual projects that he hopes will get completed before the project expires this December. He said that in addition to the Road Association Workshop noted above, he conducted a Camp Road Demonstration Project on Woodland Road (Winthrop) on Berry Pond on August 27th that he said was well attended. With regard to the Torsey Pond Watershed Survey Project, he said that little progress has been made, but that he has been field checking the survey results that have been submitted by volunteer surveyors from the Torsey Pond Association. Ms. Dennis reported that the proposal she submitted to the DEP in June for a grant to perform a Phase II watershed project in the Cochnewagon Lake watershed has been granted conditional approval.

Ms. Dennis provided a graph, prepared by CWD Water Resources Technician Ryan Burton, of the current state of lake water levels relative to their respective Full Pond levels. All lakes, she said, are below their Full Pond levels, and that three of the lakes are currently at (Cochnewagon Lake) or below (Annabessacook Lake and Wilson Pond) their summer minimum levels. She said that most dams are completely closed with the exception of leakage. She said that Tex-Tech is not releasing a lot from Wilson Pond, but more than necessary for these dry conditions. She said the water is being released to supply water to the mill pond for fire protection. Regarding the current low levels observed this year, Ms. Dennis said she has reviewed some past lake levels data to compare to the levels observed this year. For instance, she said looking at Wilson Pond's water levels from 1990 to the present, the level has never been this low in September. After reviewing Annabessacook lake levels from 1976 to the present, she said that the current level is rare for September, and that it has only been this low 3 or 4 times over this period. Cobbossee Lake level, she said, has ranged nearly equally anywhere between 2 inches lower, or two inches higher than it currently is. Maranacook Lake, she said, has been this low in September 62 percent of the years before the Maranacook Lake Dam was reconstructed and one-third of the time since the reconstruction. She said the current level is good for shoreline protection, but is lower than desired at the boat launch facility in Winthrop. She said that these things will be considered when the dam is reconstructed. Trustee Musica commented that as a member of the New Mills Dam Committee, he is pleased with the water levels and water clarity observed on Pleasant Pond this summer.

Ms. Dennis reported on the Maranacook Lake Dam Renovation Project saying that the Request for Proposals for the detailed engineering design to modify the dam has been released and that two proposals have been received. She said that both were high quality proposals, but that the bids were a bit higher than hoped. She said that the Maranacook Lake Outlet Dam Committee negotiated with the low bidder and was successful in getting a reduced cost. She said the Winthrop Town Council voted unanimously last evening to accept the revised bid. The next step, she said, is for the Readfield Selectboard to vote, and if accepted, the plan is to go forward with the project.

Ms. Dennis circulated a chart, prepared by Mr. Burton showing the current water clarity readings, or Secchi disk transparency (SDT) that the CWD has recorded on district lakes compared to readings at this time in 2015. Two lakes that stand out, she said, are Cobbossee Lake and Wilson Pond, both of which are quite a bit clearer this year than last year, with

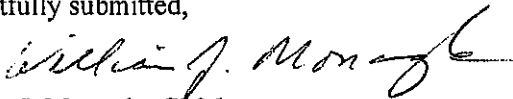
Cobbossee Lake recording its best SDT reading on-record this past July. Annabessacook Lake, she said, was quite good in early August with an SDT of 7.1 meters, which represented the best SDT on record, but that it has since declined dramatically. The downturn in mid-August, she said, was due to internal recycling of phosphorus from the deep lake bottom sediments. She also circulated a graph comparing SDT throughout the May to September periods for 2015 and 2016 for Pleasant Pond, Wilson Pond, Cobbossee Lake, and Cochnewagon Lake. Most noteworthy is that except for Cochnewagon Lake, the other three have consistently been clearer this year (2016). She attributed the widespread improvements to this having been a dry summer with minimal stormwater runoff from the lake watersheds.

Ms. Dennis reported that this year there will not be an invasive aquatic plant survey on Maranacook Lake. She said that training has gone very well, but that the Maranacook Lake Association will be looking to recruit a team of volunteers to hopefully conduct a Level 1 aquatic plant survey next summer. With regard to the Annabessacook Lake Invasive Aquatic Plant (i.e., milfoil) survey, she said that this is the third year of surveying and that all told more than 300 hours have been committed to the effort by surveyors. She said that volunteers of the Annabessacook Lake Improvement Association have spent 244 hours toward the effort with the remainder being surveyed by the CWD, the Friends of the Cobbossee Watershed (FOCW), and the DEP. She provided a brief summary of the survey results and reported that sadly the invasive variable water-milfoil was found growing in a new location where it had not been found before. She said that the DEP has been conducting removal of invasive milfoil plants with the support of Mr. Burton and CWD's summer intern, Meryl Bond. The FOCW, she said, has also assisted with the removal. She said there will be an Annabessacook Lake plant control meeting this fall with the main focus on planning for next year. The big question, she said, is how the program will continue to be funded. The DEP, she said, can no longer consider this in a Rapid Response context, so that support will need to be provided locally.

Trustee Small-Hughes said that the Nominations Committee distributed an email to all trustees to seek candidates for members on the Executive Committee. She said that Trustee Wells is interested in continuing as treasurer and that Trustee Ludewig would continue as clerk. She said there has been no interest expressed regarding the chair and vice-chair positions. She said that she would be willing to serve as vice chair. Trustee Gerstein said he would accept the nomination to serve as chairman. Trustee Small-Hughes then said that the Nominations Committee is offering a slate of officers that include Shelly Gerstein (chair), herself (vice-chair), Dan Wells (treasurer), and Doug Ludewig (clerk). Trustee Bailey **moved** to accept the slate of officers as presented; Trustee Wells **seconded**; the motion **passed** unanimously.

The meeting adjourned at 9:00 P.M.

Respectfully submitted,



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

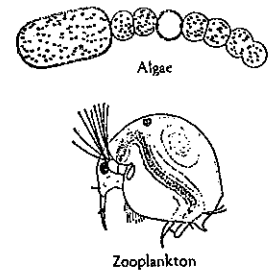
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MINUTES

The Cobbossee Watershed District Board of Trustees held its four-hundred and twenty-seventh meeting on October 11, 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
Shelly Gerstein – Readfield Trustee - Chairman
Douglas Ludewig – Monmouth Trustee, Clerk
Steve Musica – Richmond Trustee
Joseph Saunders – Monmouth Trustee
William Monagle – Executive Director
Wendy Dennis – Limnologist
Ryan Burton – Water Resources Technician

Chairman Gerstein called the meeting to order at 7:05 PM.

The meeting began with a round of introductions and a welcome to the new Manchester Trustee, Keegen Ballard.

Mr. Monagle presented the September Financial Report. Trustee Saunders **moved** to accept the September Financial Report; Trustee Ludewig **seconded**; the motion **passed** unanimously.

Mr. Monagle reported that two camp road related projects have been completed as part of the Cobbossee Lake Watershed Protection Project (Clean Water Act §319). Both of the roads, Williamson Road and Al-Jo Lane, are located in Manchester off of Pond Road. He said that he has approved a cost-share agreement with the Hoyt Drive Association in Monmouth to conduct a third project along a badly eroded common access trail to the lake off of Hoyt Drive. He said that there are a few other projects that he is trying to cultivate. He said that he expects to be receiving a report from the Friends of the Cobbossee Watershed soon on their project-related activities. Mr. Monagle reported on the Wilson Pond NPS Watershed Restoration Project, Phase II (CWA §319) stating that a big project that he has been working with the DEP and property owners on Merganser Lane (Winthrop) on Wilson Pond with should be starting up very soon. He said he is hopeful that there are no problems going forward as the December project deadline is looming.

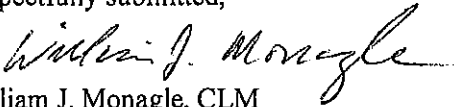
Ms. Dennis reported that there are no active lake drawdowns in progress. Wilson, Berry, and Dexter Ponds, she said, are currently below the drawdown goal and could actually use some water at this time. Torsey Pond, Maranacook Lake, and Annabessacook Lake, she said, are all within about 2.5 inches of their respective drawdown goals and for Maranacook Lake, she said this would be the first time in years that the drawdown goal was met. She said that both Cobbossee Lake and Pleasant Pond still need some active drawdown management but are getting close to their respective drawdown goals. She added that at the New Mills Dam there is adequate outflow to Cobbossee Stream to accommodate alewife passage.

Ms. Dennis reported on the Maranacook Lake Dam Renovation Project saying that the engineering firm has been selected to perform the detailed engineering design to modify the dam and that the Towns of Readfield and Winthrop have entered into a contract with the firm to do the work.

A brief discussion of the CWD's by-laws and policies developed after which it was agreed that an ad-hoc constitution and by-laws committee should be formed to review existing by-laws and policies and make recommendations for amendments where needed.

The meeting adjourned at 8:00 P.M.

Respectfully submitted,



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

COBBOSSEE WATERSHED DISTRICT

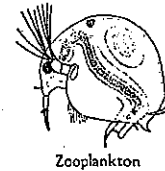
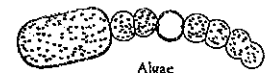
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FINANCIAL REPORT FOR DECEMBER 2016

(50% of fiscal year remains)

	BUDGETED	Expended	YTD	Balance	% Remaining
DIRECT COSTS					
Personnel	179,352.00	20,129.68	91,556.91	87,795.09	49%
Monitoring expenses	10,000.00	5,503.43	11,138.69	-1,138.69	-11%
Conference expenses	200.00	0.00	0.00	200.00	100%
Pro. Development	500.00	125.00	125.00	375.00	75%
Education/Information	200.00	0.00	0.00	200.00	100%
Bookkeeping	1,400.00	169.95	702.48	697.52	50%
Contractual					
Cobboossee 319	7,973.00	4,077.00	4,077.00	3,896.00	49%
NPS Direct					
Cobboossee 319	37,185.00	0.00	8,709.26	28,475.74	77%
Gage Operation	3,600.00	107.08	640.30	2,959.70	82%
Trustees expenses	600.00	0.00	650.00	-50.00	-8%
TOTAL	241,010.00	30,112.14	117,599.64	123,410.36	51%
OVERHEAD COSTS					
Health benefits	22,721.00	1,720.61	10,323.66	12,397.34	55%
Unemployment comp.	350.00	0.22	21.58	328.42	94%
Social Security	13,720.00	1,553.22	7,445.61	6,274.39	46%
---Benefits subtot.	36,791.00	3,274.05	17,790.85	19,000.15	52%
Office supplies	1,600.00	0.00	282.93	1,317.07	82%
Photocopy/printing	575.00	0.00	0.00	575.00	100%
Telephone	1,700.00	141.76	891.59	808.41	48%
Postage	325.00	0.00	94.00	231.00	71%
GIS License	400.00	0.00	0.00	400.00	100%
Library	725.00	48.92	531.87	193.13	27%
Petty Cash	100.00	0.00	0.00	100.00	100%
---Off. Oper. subtot.	5,425.00	190.68	1,800.39	3,624.61	67%
Office rent	13,100.00	1,076.00	6,456.00	6,644.00	51%
Truck operations	1,750.00	202.62	792.67	957.33	55%
Accounting/legal	750.00	0.00	0.00	750.00	100%
Insurance	6,000.00	0.00	5,151.00	849.00	14%
TOTAL	63,816.00	4,743.35	31,990.91	31,825.09	50%
Capital expense	1,000.00	0.00	159.00	841.00	84%
TOTAL OPERATING COST					
AS BUDGETED	305,826.00	34,855.49	149,749.55	156,076.45	51%
UNBUDGETED EXPENSES		0.00	18,098.89		
(See Notes*)					
TOTAL EXPENSES		34,855.49	167,848.44		

December 2016, cont'd.

	BUDGETED	Received	YTD	Balance	% Remaining
INCOME					
Municipal assessment	221,073.00	14,097.67	155,959.32	65,113.68	29%
Water District cont.	9,152.00	0.00	6,101.34	3,050.66	33%
Federal/State Grants					
Cobbossee 319	62,598.00	18,156.00	18,156.00	44,442.00	71%
Contracts/fees	1,500.00	0.00	0.00	1,500.00	100%
Contributions/misc.	750.00	0.00	867.07	-117.07	-16%
Forward from Reserve	10,753.00	0.00	0.00	10,753.00	100%
TOTAL REVENUES AS BUDGETED	305,826.00	32,253.67	181,083.73	124,742.27	41%

UNBUDGETED REVENUES (See Notes*)	0.00	0.00
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TOTAL REVENUES	32,253.67	181,083.73
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CASH BALANCES

Checking Account	12/30/2016	73,609.72
Stormwater Comp. Funds		
- Cobbossee Lake (DEP)	12/30/2016	16,772.36
- Annabessacook Lake (DEP)	12/30/2016	6,210.74
- Woodbury Pond (DEP)	12/30/2016	623.06
- General Fund (CWD)	12/30/2016	<u>10,868.29</u>
TOTAL		108,084.17

NOTES:

September - Paid \$205.00 for Direct Costs associated with the Wilson Pond Ph. II (319) Project (Fy 2016).

October - Paid \$848.57 to FOCW for Contractual Costs associated with the Wilson Pond Ph. II (319) Project (Fy 2016).

November - Paid \$17,045.32 for Direct Costs (2 BMP projects) associated with the Wilson Pond Ph. II (319) Project (Fy 2016).

COBBOSSEE WATERSHED DISTRICT

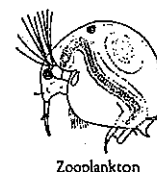
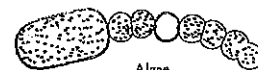
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FINANCIAL REPORT FOR JANUARY 2017

(42% of fiscal year remains)

	BUDGETED	Expended	YTD	Balance	% Remaining
DIRECT COSTS					
Personnel	179,352.00	13,388.00	104,944.91	74,407.09	41%
Monitoring expenses	10,000.00	0.00	11,138.69	-1,138.69	-11%
Conference expenses	200.00	0.00	0.00	200.00	100%
Pro. Development	500.00	125.00	250.00	250.00	50%
Education/Information	200.00	0.00	0.00	200.00	100%
Bookkeeping	1,400.00	249.05	951.53	448.47	32%
Contractual					
Cobbossee 319	7,973.00	0.00	0.00	7,973.00	100%
NPS Direct					
Cobbossee 319	37,185.00	0.00	8,709.26	28,475.74	77%
Gage Operation	3,600.00	2,207.84	2,848.14	751.86	21%
Trustees expenses	600.00	0.00	650.00	-50.00	-8%
TOTAL	241,010.00	15,969.89	133,569.53	107,440.47	45%
OVERHEAD COSTS					
Health benefits	22,721.00	2,474.63	12,798.29	9,922.71	44%
Unemployment comp.	350.00	73.66	95.24	254.76	73%
Social Security	13,720.00	1,024.16	8,469.77	5,250.23	38%
---Benefits subtot.	36,791.00	3,572.45	21,363.30	15,427.70	42%
Office supplies	1,600.00	114.48	397.41	1,202.59	75%
Photocopy/printing	575.00	0.00	0.00	575.00	100%
Telephone	1,700.00	150.95	1,042.54	657.46	39%
Postage	325.00	0.00	94.00	231.00	71%
GIS License	400.00	0.00	0.00	400.00	100%
Library	725.00	48.92	580.79	144.21	20%
Petty Cash	100.00	50.00	50.00	50.00	50%
---Off. Oper. subtot.	5,425.00	364.35	2,164.74	3,260.26	60%
Office rent	13,100.00	1,076.00	7,532.00	5,568.00	43%
Truck operations	1,750.00	78.00	870.67	879.33	50%
Accounting/legal	750.00	0.00	0.00	750.00	100%
Insurance	6,000.00	0.00	5,151.00	849.00	14%
TOTAL	63,816.00	5,090.80	37,081.71	26,734.29	42%
Capital expense	1,000.00	0.00	159.00	841.00	84%
TOTAL OPERATING COST AS BUDGETED	305,826.00	21,060.69	170,810.24	135,015.76	44%
UNBUDGETED EXPENSES		0.00	18,098.89		
(See Notes*)					
TOTAL EXPENSES		21,060.69	188,909.13		

January 2017, cont'd.

	BUDGETED	Received	YTD	Balance	% Remaining
INCOME					
Municipal assessment	221,073.00	0.00	155,959.32	65,113.68	29%
Water District cont.	9,152.00	0.00	6,101.34	3,050.66	33%
Federal/State Grants					
Cobbossee 319	62,598.00	0.00	18,156.00	44,442.00	71%
Contracts/fees	1,500.00	0.00	0.00	1,500.00	100%
Contributions/misc.	750.00	0.00	867.07	-117.07	-16%
Forward from Reserve	10,753.00	0.00	0.00	10,753.00	100%
TOTAL REVENUES AS BUDGETED	305,826.00	0.00	181,083.73	124,742.27	41%

UNBUDGETED REVENUES 25,527.00 25,527.00
(See Notes*)

TOTAL REVENUES 25,527.00 206,610.73

CASH BALANCES

Checking Account	1/31/2017	71,407.00
Stormwater Comp. Funds		
- Cobbossee Lake (DEP)	1/31/2017	16,773.10
- Annabessacook Lake (DEP)	1/31/2017	6,211.01
- Woodbury Pond (DEP)	1/31/2017	623.09
- General Fund (CWD)	1/31/2017	<u>10,868.77</u>
TOTAL		105,882.97

NOTES:

September - Paid \$205.00 for Direct Costs associated with the Wilson Pond Ph. II (319) Project (Fy 2016).

October - Paid \$848.57 to FOCW for Contractual Costs associated with the Wilson Pond Ph. II (319) Project (Fy 2016).

November - Paid \$17,045.32 for Direct Costs (2 BMP projects) associated with the Wilson Pond Ph. II (319) Project (Fy 2016).

January - Received \$25,527.00 from DEP - Final Payment for Wilson Pond Ph. II (319) Project (Fy 2016).

We began our meeting welcoming Holly as a new member of our committee.

Treasurers report – We have a balance of \$1030.

October minutes were approved as amended.

Romaine reported the results of the Senior Survey. Romaine was very pleased with the number of participants Highlights – 69% used and took advantage of our trails ,the sidewalk ,library and the Senior Café.

Rob reported that KLT had been given over 300 acres from the Saunders property off of Nickerson Hill Rd. This is a major piece of property accessed from several sites.

Bob Harris – update on the Bittar /Mill Stream properties. The fundraiser netted \$2700 and the project is hoping for a \$1800 grant from KSB. Jerry Bley has suggested they ask funds from non profit organizations. Rob Peale made a motion that we send a letter of support for the town to accept an easement and an agreement with the Bittars. Ann seconded. Vote was unanimous to accept.

Gary,Ann,Bob and Jeanne walked from the Spur Trail off the Northern Upper Fairgrounds Trail across the Church Rd with Eric to the Water District land discovering that there was a fiber glass culvert at the entrance. This was helpful news.

Jerry Bley feels that both Trails and Conservation committees can together apply for one grant for 2 different locations. These will be the Torsey Preserve and the Readfield Water District. Both committees will do an in kind contribution toward the 20% Grant matching. Trails could contribute with gravel and blue stone from our 2017 budget , an amount near last year's budget. We could still use this material on a section of the Water District for our own trail building if we are not successful in getting the grant.

Rob Peale – He said he has been very busy and hopes to renew efforts at the Old Land Fill.

We voted to have a December recess.

Heritage Days –Chairman Val Pomerleau asked for someone to attend a planning meeting. Bob and Jeanne Harris agreed to do this.

Respectfully submitted,

Ann Keilty

MINUTES
Age Friendly Meeting
January 3, 2017

Present: Romaine Turyn, Ann Mitchell, Marianne Perry, John Moran

The first meeting of the year was called to order at 9:10 am.

Updates

Romaine attended a meeting of the Select Board to discuss extending the committee another year. At the meeting, the Board voted instead to establish the Age Friendly Committee as an ongoing standing committee of the town. This will require coming up with some membership terms, and guidelines, eventually. We will look for the format of other town committees as a guide.

Since the Committee has been meeting for a year, Romaine asked if the members wanted to discuss the rotation of the Chair. The members all desired that Romaine remain Chair for the upcoming year.

Ann and Romaine joined Patricia Oh for the meeting of the Library Board. That meeting was well attended and the Library Board had many ideas to offer. They shared some of the many things they are doing as well.

The Senior Café meeting will be held January 9th at 9:00

Romaine is waiting to hear back from Debbie White about meeting with the Guys and Gals.

We discussed meeting with the Cemetery Committee. It was decided that because there is overlap in membership with both the Age Friendly Committee and the Senior Café, that others interested should be invited to the Senior Café meeting. This will avoid duplication and overkill for some individuals.

The upcoming AARP meeting on March 8th was discussed. All members indicated interest in attending. We were asked for topics we would like to have discussed. Romaine agreed to send our suggestions to Patricia.

Communication

There was discussion about how to improve communication between and among members. No changes were recommended and members were pleased with the way things are progressing.

Name of Committee

It has been suggested that we change the name of our committee to more accurately reflect our work. It was agreed we would all come back to the next meeting with suggestions.

Sand Project Implementation

Marianne and John Perry came up with the idea of the Sand Delivery Project. They had seen a Sand Project in the City of Auburn. Romaine contacted Eric Dyer and Bruce Bourgoine and both encouraged us to move forward with some assistance from the town. The Perry's agreed to use their extra buckets and John Moran offered to go to Lowe's and Home Depot to see if they would donate buckets. Old kitty litter buckets would also work. The sand is available at the Transfer Station.

Romaine wrote about this initiative for the January Messenger. Marianne notified the Cemetery Committee and offered to contact the Fire Station to ask them to announce this on their sign. Ann offered to fill pails.

Romaine also wrote a short update to send to all people who responded to the survey that they wanted to stay informed about activities. An announcement would also be made at the upcoming Senior Café meeting.

Respectfully submitted,

Romaine Turyn

READFIELD COMMUNITY LIBRARY BOARD MEETING
JANUARY 4, 2017

The meeting was called to order at 6:40 by Chair, Deb Peale.

Those present were: Deb Peale, Beverly Monsulick, Brenda Lake, Jan Tarbuck, Lori Clark, Cricket Blouin, Nancy O'Toole Meservier, Librarian.

Excused: Pam Mitchell, Betty Peterson, Donna Witherill

November Secretary Report: Accepted as amended with correction of November instead of October for treasurer's report and eliminate "rental" for snowshoes.

November Treasurer's Report: accepted.

Librarian's Report: Nancy suggested that we need to purchase adult snowshoes. The board agreed with Deb that we had the funds to buy two pairs, medium and large. Nancy will work out the details of loaning out the snowshoes.

We then discussed the winter book sale and decided to change the date to Saturday, March 4th, 10 - 1. Nancy will see if we can have the volunteers from MCS to help as was done last year.

Nancy explained that a State Park Annual pass was donated by a Readfield resident for community use. A discussion was held about the sign out procedure and length of time for use of the pass. It was decided to limit the use to one week, perhaps signing out on Wednesday or Thursday and returning no later than the following Monday. Nancy will work out the sign out procedure.

Nancy arranged for Dawn Brown, a local speaker from "Second Chance Wildlife Organization" to present a program on rehabilitation of bear cubs on January 30th at 6 pm at the town hall.

The book discussion program, "Let's Talk About It, " (Maine Humanities Council) will begin on Feb. 15th this year.

Old Business: A discussion was held about the December tree lighting and suggestions were made for next year, including using a recording with speakers instead of a keyboard.

New Business: We discussed the delivery of books and other library materials to library patrons that are house bound. Nancy will work on the details on delivery of the system. The board members that were present agreed to help with the deliveries when possible.

Budget for next year was discussed and the board decided to ask for the same amount as last year: \$24, 881.00.

Next meeting will be February 1 at 6:30 at the high school.

Readfield Community Library Board Meeting
February 1, 2017

The meeting was called to order at 6:33.

Those present: Deb Peale, Donna Witherill, Jan Tarbuck, Beverly Monsulick, Cricket Blouin, Lori Clark, Pam Mitchell, Nancy Merservier
Those excused: Brenda Lake, Betty Peterson

Secretary's Report: The minutes were approved.

Treasurer's Report: The treasurer's report was approved. There was an anonymous donation to the Library of \$1,000.00!

Librarian's Report:

- * Origami Lights program was held on Jan.25th and was successful (7 excited participants)!
- * Second Chance Wildlife: Dawn Brown spoke at Giles Hall on January 31st. It was also very successful.
- * Snowshoes: We have pairs ready to loan out.
- * Upcoming program: Children's Bookmaking on February 8th from 3-4.
- * Upcoming Program: Maine Humanities Council bookclub will begin on February 15th.
- * Upcoming Event: Winter Book Sale on Saturday, March 4th from 10:00-1:00.
- * The librarian's report was approved.

Old Business:

- * If the town manager agrees we would like to include a 1 page description of the library services to be mailed with the town tax bill in late summer or whenever it goes out.
- * Late Winter Book Sale on Saturday, March 4th at the library from 10:00-1:00.
 - * Set up: Deb and Brenda and help from Gwen Mohlar and a few middle school students.
 - * Saturday help: Pam, Lori and Cricket
- * Deb presented the budget to the Budget Committee in January.
- * The library board unanimously agrees that a raise for the librarian should be included in next year's budget.

- Delivery Service for the elderly, homebound or residents faced with temporary challenges.
- Lori will put the delivery service article in the Advertiser along with what is happening at the library. It will also go in the Messenger and on the library website.

New Business:

*Cribbage/Scrabble/Games Social will occur at Giles Hall on February 26, from 1-3. Deb will check with the Town Office. There will be no charge, but a donation jar will be put out, and light snacks will be available.

*Flyers: Deb will create the flyer and put up in the town and Pam will put it in the RES newsletter.

The meeting was adjourned at 7:23.

Respectfully submitted by,

Pam Mitchell

Readfield Conservation Commission Minutes
January 10, 2017, 6:30 pm, Town Office
Approved February 14, 2017

Present: Jerry Bley, Greg Durgin, Martin Hanish, Bruce Hunter, Tim Sniffen, Andy Walsh

Not present: Bob Mohlar, Beth Pritchard

Visiting: Brent West

We exchanged introductions with Brent West who is interested in RCC membership. He is a biologist who grew up in Maine, has done wildlife management around the country, now lives on Fogg Rd., and works at Georges River Land Trust, Rockland.

Minutes were reviewed and approved.

Old business:

Trail Infrastructure Replacement Project –

We discussed some aspects of Steve Spencer's Trail Design report which he had presented to us on Dec. 28, especially his suggestions for trails in wet areas as substitutes for bog bridging. We hope to see such trails when site visits are possible. We will focus on Steve's report at our March meeting, and all should prepare by carefully reviewing it beforehand.

Budget for fiscal year 2017-18 –

Bruce reviewed the Jan 4 Budget Committee meeting at which the RCC and Trails Committee presented proposed budgets. Both budgets were received after some discussion/explanation, including the proposal to apply jointly for a Recreational Trails Program grant. This would help fund our trail infrastructure project and their proposed trail on Readfield Water District property. Our budgets include \$8400 (\$6000 RCC and \$2400 TC) for grant match funds.

Fairgrounds pulling stones –

No final plans have been made for the old stone weights left from the ox-pull event at the Readfield Fair which ended in the 1930's. The Cemetery Committee is interested in some stones for the proposed memorial garden at the Readfield Corner Cemetery adjacent to the Fairgrounds. We discussed where the stones would best be used since there are only about a dozen. Would they lose their historical significance if moved away from the Fairgrounds site? Another site visit in the spring seemed in order.

Vernal pool inventory –

Bruce confirmed his offer to resume the wrap-up process later this winter or early spring.

Town Forest –

We briefly discussed the question of rebuilding the oldest footbridge vs. re-routing that trail to where less bridging would be necessary. We need to revisit the site this spring to make a decision. This could be a school community service day project, and Greg will check dates at Maranacook High.

Signs closing trails may be needed if birds are nesting in the Town Forest again this season. Usually signs go up in March or April.

Mill Stream dam project –

Jerry reported that Readfield has received a \$3500 grant from the Fields Pond Foundation (MA) but that the Historical Society did not get the Kennebec Savings Bank grant. We have enough funding to start the dam stabilization work. Jerry will proceed with the DEP permit application.

Kennebec Land Trust property stewards meeting, Jan. 14 –

Milt Wright, steward for Torsey Pond Nature Preserve, will attend and report on TPNP.

Meeting adjourned approx. 8:15 pm.

Submitted by Tim Sniffen, Secretary

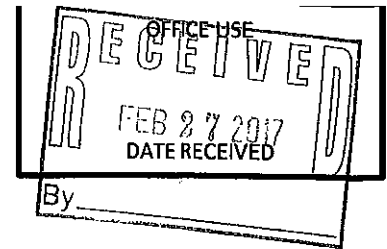
APPOINTMENTS

REAPPOINTMENTS &

RESIGNATIONS

TOWN OF READFIELD

APPOINTMENT APPLICATION



The Select Board shall not discriminate against an applicant based on religion, age, sex, marital status, race color, ancestry, national origin, sexual orientation or physical or mental disabilities. The Select Board may exclude from consideration any applicant with physical or mental disabilities only when the physical or mental handicap would prevent the applicant from performing the duties of the appointment and reasonable accommodation cannot be made.

The Select Board shall have final authority over the appointment of citizens to Boards, Committees and Commissions that are instruments of Town Government. The Select Board shall not appoint an applicant to a position for which the applicant will likely have a frequent or recurring conflict of interest.

Which Board, Committee or Commission

are you applying for?

Age Friendly Readfield

Term:

2020

Do you have previous experience on this board or committee?



Yes



No

Name: Romaine Turyn

Phone (H): 207 685-4516

Street address: 71 Old Kents Hill Rd.

Phone (C): 441-1679

Mailing address: P.O. Box 91 Readfield, ME 04355

E-Mail: RomaineT@myfairpoint.net

Below please tell us of any experience and/or training that might be useful in this position.

Currently serving as Chair on the Ad hoc Age Friendly Comm.tee. I would like to continue serving on it as a Standing comm.tee member.

Below please tell us the reason you are interested in applying for this position.

I'm interested in providing continuity to the work we have started and to being a part of the implementation of priorities adopted by

If you are currently employed, what is your position?

Retired!

The
Select
Board

APPLICATION FOR APPOINTMENT FOR:

Name: Romaine Turyn Position: Member - Age Friendly Comm. Term: 2020

"By signing this application for this position the Applicant understands and agrees that the information contained in this application is required by law to be available for public viewing and agrees to hold the Town of Readfield harmless from any misuse of the application information by anyone viewing it. As a member of this board, committee or commission

Check one!

- ☒ I approve the use of my e-mail and phone numbers on the Town's public sites and publications.
- ☐ I DO NOT approve the use of my e-mail and phone numbers on any of the Town's public sites or publications.

Name: Romaine M. Turyn Date: 2/22/17

CLERK'S USE BEFORE THE APPOINTMENT

This is a Consecutive Re-Appointment ☒ Yes ☐ No

Was this position advertised? ☒ Yes ☒ No If no, please explain: _____

Confirmation from Applicant of attendance at Select Board Meeting if required. ☐ Yes ☒ No

Confirmed meeting date: Not needed, 20__

SELECT BOARD APPROVAL

To Romaine Turyn of Readfield, in the County of Kennebec and State of Maine: There being a position on the Age Friendly Com. we the Select Board of the Municipality of Readfield do, in accordance with the provisions of the laws of the State of Maine, hereby appoint you to said position within and for the Municipality of Readfield, such appointment to be effective:

3-6-17 thru 6-30-20. Given under our hand this 6th day of Mar. 2017.

Bruce Bourgoine

Thomas Dunham

John Parent

Christine Sammons

Kathryn Mills Woodsum

CLERK'S USE AFTER THE APPOINTMENT

Chair has been notified of appointment? ☐ Yes ☐ No

If yes, what date: _____

Is an Oath appropriate: ☐ Yes ☐ No

If yes, what date: _____

TOWN OF READFIELD

APPOINTMENT APPLICATION

OFFICE USE
RECEIVED
DATE RECEIVED FEB 27 2017
By _____

The Select Board shall not discriminate against an applicant based on religion, age, sex, marital status, race, color, ancestry, national origin, sexual orientation or physical or mental disabilities. The Select Board may exclude from consideration any applicant with physical or mental disabilities only when the physical or mental handicap would prevent the applicant from performing the duties of the appointment and reasonable accommodation cannot be made.

The Select Board shall have final authority over the appointment of citizens to Boards, Committees and Commissions that are instruments of Town Government. The Select Board shall not appoint an applicant to a position for which the applicant will likely have a frequent or recurring conflict of interest.

Which Board, Committee or Commission

are you applying for?

AGE - FRIENDLY

Term:

2019

Do you have previous experience on this board or committee?



Yes



No

Name:

Ann MITCHELL

Phone (H):

685-4621

Street address:

455 STURTEVANT HILL RD

Phone (C):

Mailing address:

PO Box 64 Winthrop, ME

E-Mail:

Below please tell us of any experience and/or training that might be useful in this position.

Member of prior Ad Hoc Committee

Below please tell us the reason you are interested in applying for this position.

I'm excited that Readfield is always striving to be the most livable community and I want to be a part of that.

If you are currently employed, what is your position?

N.A.

APPLICATION FOR APPOINTMENT FOR:

Name: Ann MITCHELL Position: AGE FRIENDLY Cmte Term: 2019

"By signing this application for this position the Applicant understands and agrees that the information contained in this application is required by law to be available for public viewing and agrees to hold the Town of Readfield harmless from any misuse of the application information by anyone viewing it. As a member of this board, committee or commission

Check one!



I approve the use of my e-mail and phone numbers on the Town's public sites and publications.



I DO NOT approve the use of my e-mail and phone numbers on any of the Town's public sites or publications.

Name: Ann Mitchell Date: 2-14-17

CLERK'S USE BEFORE THE APPOINTMENT

This is a Consecutive Re-Appointment ☒ Yes ☐ No

Was this position advertised? ☒ Yes ☐ No If no, please explain: _____

Confirmation from Applicant of attendance at Select Board Meeting if required. ☐ Yes ☒ No

Confirmed meeting date: Not Needed, 20____

SELECT BOARD APPROVAL

To Ann Mitchell of Readfield, in the County of Kennebec and State of Maine: There being a position on the Age Friendly Com. we the Select Board of the Municipality of Readfield do, in accordance with the provisions of the laws of the State of Maine, hereby appoint you to said position within and for the Municipality of Readfield, such appointment to be effective:

3-6-17 thru 6-30-19. Given under our hand this 6 day of Mar 2017.

Bruce Bourgoine

Thomas Dunham

John Parent

Christine Sammons

Kathryn Mills Woodsum

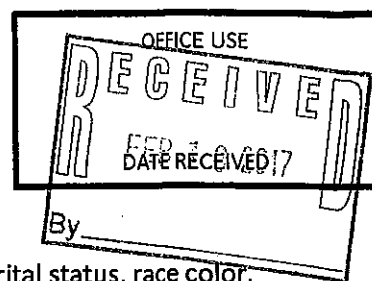
CLERK'S USE AFTER THE APPOINTMENT

Chair has been notified of appointment? ☐ Yes ☐ No If yes, what date: _____

Is an Oath appropriate: ☐ Yes ☐ No If yes, what date: _____

TOWN OF READFIELD

APPOINTMENT APPLICATION



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Which Board, Committee or Commission

are you applying for?

The Age Friendly Com.

Term:

2020

Do you have previous experience on this board or committee?



Yes



No

Name:

G. Marianne Heinrich Perry

Phone (H):

685-3534

Street address:

28 Chimney Rd.

Phone (C):

—

Mailing address:

Same as above.

E-Mail:

jmpgmp@myfairpoint.net

Below please tell us of any experience and/or training that might be useful in this position.

I've been on the above com. since its onset.
I have had experience with elders & their needs within
my own family & being on the Wait Staff at the Cohen
Center

Below please tell us the reason you are interested in applying for this position.

For many years I've felt empathy for our aging
population, sensing that this group of citizens needs
have not been properly addressed most times. For many

If you are currently employed, what is your position?

on the concept of people remaining in their own environ-
ment/home till the end" is what most people hope
for themselves. (I, too.) The newly created group
of involved people plans to address this topic

APPLICATION FOR APPOINTMENT FOR:

Name: G. Marianne Perry Position: Age Friendly Com. Term: 2020

"By signing this application for this position the Applicant understands and agrees that the information contained in this application is required by law to be available for public viewing and agrees to hold the Town of Readfield harmless from any misuse of the application information by anyone viewing it. As a member of this board, committee or commission

Check one!



I approve the use of my e-mail and phone numbers on the Town's public sites and publications.



I DO NOT approve the use of my e-mail and phone numbers on any of the Town's public sites or publications.

Name: G. Marianne Heinrich-Perry

Date: 2/10/2017

CLERK'S USE BEFORE THE APPOINTMENT

This is a Consecutive Re-Appointment



Yes



No

Was this position advertised?



Yes



No

If no, please explain: _____

Confirmation from Applicant of attendance at Select Board Meeting if required.



Yes



No

Confirmed meeting date: Not Needed; 2017

SELECT BOARD APPROVAL

To G. Marianne Heinrich-Perry of Readfield, in the County of Kennebec and State of Maine: There being a position on the Age Friendly Com we the Select Board of the Municipality of Readfield do, in accordance with the provisions of the laws of the State of Maine, hereby appoint you to said position within and for the Municipality of Readfield, such appointment to be effective:

3-6-17 thru 6-30-20. Given under our hand this 6 day of Mar. 2017

Bruce Bourgoine

Thomas Dunham

John Parent

Christine Sammons

Kathryn Mills Woodsum

CLERK'S USE AFTER THE APPOINTMENT

Chair has been notified of appointment?



Yes



No

If yes, what date:

Is an Oath appropriate:



Yes



No

If yes, what date

TOWN OF READFIELD

APPOINTMENT APPLICATION

OFFICE USE
RECEIVED
FEB 27 2017
DATE RECEIVED
By _____

The Select Board shall not discriminate against an applicant based on religion, age, sex, marital status, race color, ancestry, national origin, sexual orientation or physical or mental disabilities. The Select Board may exclude from consideration any applicant with physical or mental disabilities only when the physical or mental handicap would prevent the applicant from performing the duties of the appointment and reasonable accommodation cannot be made.

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Which Board, Committee or Commission

are you applying for?

Conservation

Term:

3 year

Do you have previous experience on this board or committee?

☐

Yes

☒

No

Name: Brent West

Phone (H):

Street address: 13 Fogg Rd

Phone (C):

Mailing address:

E-Mail:

Below please tell us of any experience and/or training that might be useful in this position.

10 + years in wildlife biology
worked for US Fish and Wildlife
work. for Georges River Land Trust currently

Below please tell us the reason you are interested in applying for this position.

I care for the sustainable use
of our natural resources

If you are currently employed, what is your position?

Stewardship program manager, Georges River Land Trust.

APPLICATION FOR APPOINTMENT FOR:

Name: Brent West Position: Read Conservation Commission Term: 6-30-20

"By signing this application for this position the Applicant understands and agrees that the information contained in this application is required by law to be available for public viewing and agrees to hold the Town of Readfield harmless from any misuse of the application information by anyone viewing it. As a member of this board, committee or commission

Check one!

- ☐ I approve the use of my e-mail and phone numbers on the Town's public sites and publications.
- ☒ I DO NOT approve the use of my e-mail and phone numbers on any of the Town's public sites or publications.

Name: Brent West

Date: 2/27/2017

CLERK'S USE BEFORE THE APPOINTMENT

This is a Consecutive Re-Appointment ☐ Yes ☒ No

Was this position advertised? ☒ Yes ☐ No If no, please explain: _____

Confirmation from Applicant of attendance at Select Board Meeting if required. ☒ Yes ☐ No

Confirmed meeting date: March 6, 2017

SELECT BOARD APPROVAL

To Brent West of Readfield, in the County of Kennebec and State of Maine: There being a position on the Conservation Com. we the Select Board of the Municipality of Readfield do, in accordance with the provisions of the laws of the State of Maine, hereby appoint you to said position within and for the Municipality of Readfield, such appointment to be effective:

3-6-17 thru 6-30-20. Given under our hand this 6 day of Mar 2017.

Bruce Bourgoine

Thomas Dunham

John Parent

Christine Sammons

Kathryn Mills Woodsum

CLERK'S USE AFTER THE APPOINTMENT

Chair has been notified of appointment? ☐ Yes ☐ No

If yes, what date:

Is an Oath appropriate: ☐ Yes ☐ No

If yes, what date:

UNFINISHED BUSINESS



TOWN OF READFIELD

8 OLD KENTS HILL ROAD • READFIELD, MAINE 04355

Tel. (207) 685-4939 • Fax (207) 685-3420

Email: Readfield@roadrunner.com

To: Readfield Select Board
From: Eric Dyer, Town Manager
Date: March 3, 2017
Subject: Ad-hoc Parks Commission

Purpose and Authority

The Conservation Commission, Trails Committee, Recreation Board, Select Board, town staff, and many others have varying degrees of interest in and stewardship of municipal properties (including real property, easements, and rights-of-ways) within the Town of Readfield. Their diverse roles and responsibilities rarely conflict but often times overlap.

The purpose of the proposed Parks Commission is to review and consider the relationships of the above referenced groups and facilitate the efficient management, stewardship, and use of public properties. The Parks Commission is formed pursuant to a vote of the Select Board. The Parks Commission is advisory to the Select Board.

Organization and Administration

1. Term - The Commission shall be in effect for a term of one year.
2. Membership - The Commission shall consist of seven voting members who shall serve without compensation and shall be appointed by the municipal officers. The Select Board will consider the following recommended representation in making appointments, whenever possible, with the understanding that this representation is not a requirement:
 - a. Up to two members of the Conservation Commission
 - b. Up to two members of the Recreation Board
 - c. Up to two members of the Trails Committee
 - d. At least one at large Readfield Resident
 - e. One non-voting ex officio members in the Town Manager
3. Appointment - The Commission shall be appointed by the Board of Selectmen in consideration of the Procedures for Application and Appointment. Appointments may be terminated without cause by a majority vote of the Board of Selectmen.
4. Member Term - Members shall serve for an initial term of one year.
5. Chairperson - The Commission shall elect a Chairperson from among its members. The Chairperson shall call meetings as necessary or when so requested by a majority vote of the Select Board. The Chairman shall preside at all meetings.
6. Vice Chairperson - The Commission shall elect a Vice Chairperson from among its members to serve in the absence of the Chairperson.
7. Secretary - The Commission shall elect a Secretary from among its members. The Secretary shall maintain a record of all proceedings including all

correspondence of the Committee and regularly submit the records to the Town Clerk.

8. Notice - All meetings shall be held in a public place and scheduled through the Town Manager or Clerk who shall provide reasonable notice to the public.
9. Quorum - A quorum necessary to conduct business shall consist of at least a majority of voting members.
10. Support - The municipal officers and town staff shall cooperate with and provide the Commission with such information as may be reasonably necessary and available to enable it to carry out its duties. The town staff shall also provide assistance updating electronic records as necessary.
11. Public Meetings and Records - All meetings and records shall be subject to the Maine Freedom of Access Act, 1 M.R.S.A. Sections 401-410 and the Town of Readfield FOAA Policy.

Tasks

The Parks Commission shall, in no particular order:

1. Review the programs and stewardship responsibilities of all groups involved with the use or management of public property in the Town of Readfield.
2. Collect and review information on public properties currently used for recreational purposes in the Town of Readfield.
3. Identify additional properties that may hold potential for future recreational use.
4. Hold public meetings and pursue other outreach to solicit input from the community on matters of parks, recreation, and the use and stewardship of public property.
5. Involve relevant committees, organizations, institutions, and interested parties. This may include regional organizations like the Kennebec Land Trust, and others.
6. Make recommendations to the Select Board regarding the management and stewardship of public properties.
7. Report to the Select Board a minimum of quarterly.

NEW BUSINESS

Town of Readfield
Land, Trail, Park Area, Facility Naming Application

* Give full details of proposed name for land, trail, park area or facility and attach any applicable information such as naming after person/ family because....

* Suggest two (2) names (one preferred name and one alternative name) and state reasons to support the requested name for each suggestion. If possible, the history of the name(s) proposed should be included with the application.

Individual (group) submitting proposal: READFIELD RECREATION ASSOC.

Organization/ Affiliation of applicant (community member), committee member, neighbor, etc.: GREG DURGIN

Address: P.O. Box 242 READFIELD, ME 04355
Phone: 685-4481 Email address: durgie@roadrunner.com

Application is for (circle one): land trail (park area) facility other

If other explain: _____

Current name if applicable: N/A

Are there any same/ similar names to the proposed name already in Readfield? If so please list them: No

1. Preferred Name KEENE MEMORIAL PARK

Reason to support preferred name:

PLEASE SEE ATTACHED, PAGE 2 PARAGRAPHS 3-5

History of the name(s) proposed:

PLEASE SEE ATTACHED, PAGE 3 BIOGRAPHICAL INFORMATION

2. Alternative Name KEENE COMMUNITY RECREATIONAL PARK

Reason to support alternative name:

PLEASE SEE ATTACHED, PAGE 2 PARAGRAPHS 3-5

History of the name(s) proposed:

PLEASE SEE ATTACHED, PAGE 3 BIOGRAPHICAL INFORMATION

Date Submitted: 2/7/2017

Date approved: _____

To: Eric Dyer, Readfield Town Manager; Readfield Select Board

From: Readfield Recreation Association & Greg Durgin

Date: February, 2017

Re: Supplemental Information to Support Naming Application For Fairgrounds Ball field

To support the application regarding the Readfield Naming Policy, we offer the following information and suggestions to name the ball field located at the Readfield Fairgrounds.

There are no other similar or existing names of trails, parks, properties, or facilities in the Town of Readfield that would be confusing.

The new ball field at the Readfield Fairgrounds location is designed to serve Readfield's youth. We believe the field should be named and appropriate signage be provided so residents, visitors, participants etc. know the location of the field and the effort that went into creating the field as no town tax dollars were to be used in the construction per Readfield Town Meeting vote. Our proposed names (preferred and alternative) for the field, we believe, honors the memories of two Readfield residents and their contributions to our town and the donation made by their surviving family members.

The initial effort to seek donations and construct a field started in 2009. The Readfield Planning Board gave final approval for the field and parking lot in 2013. The field was completed for use in 2014 with practices and games starting in the Spring of 2015. The Ad Hoc Fields Committee turned the field over to the Recreation Association at the final Ad Hoc Fields Committee meeting of December, 15, 2015. The notes from that meeting and a draft of a Governance document were given to the Select Board.

A large financial donation was made to the Fields account in July, 2013 by Grace and Tim Keene. Greg Durgin, as Select Board liaison to the Fields Committee, met with Grace to inquire about the potential of naming the field at some point to honor the memories of her husband and son and the financial contribution that moved the construction into high gear. Grace and her son Tim were amenable to the possibility of naming. No time frame was set. At an Ad Hoc Fields Committee meeting prior to 2015, there was a short discussion noting that at some juncture naming the field and recognizing in-kind donations of time and materials given by local contractors should be considered along with a dedication for the new field.

The enclosed information provided by Grace and Tim Keene as required by the naming policy, we believe gives credence to our proposal to name the field. Further recognition for local contractors who supported the effort to build the field will be duly recognized on a permanent plaque located at the fairgrounds complex.

Biographical Information for Mr. David J. Keene and Mr. David A. Keene

David J. Keene (1944-1995)

On Planning Committee to build Maranacook Community School
Coached youth baseball and soccer
Webelos Scout Leader
Readfield Planning Board Member
Readfield Budget Committee Chair
Readfield Beach Board Member
Volunteer Readfield Fireman
Volunteer Speaker for M.A.D.D (Mothers Against Drunk Driving)

David A. Keene (1971-1989)

Participated in local sports:
Baseball
Basketball
Soccer
Track & Field
Cross Country

Earned Eagle Scout Rank (mapping and identifying trees at the Readfield Town Forest at age 14)
Graduated with Honors from Maranacook Community High School

Included in the Keene Donation of \$25,000 were monetary donations made in memory of David J. Keene & David A.Keene

My husband, David Keene and I moved to Readfield in 1970 after his transfer to Central Maine Power in Augusta.

David became very active in the community and in local government. He served on the Planning Committee to build Maranacook Community School.

David served on the Readfield Planning Board from 1977-1987, the Budget Committee from 1981-1992, and was the Budget Committee's Chairman from 1984-92. He was also a member of the Readfield Beach Board of Trustees and the Readfield Fire Department for a number of years. From 1981-89 he served as a Webelos and Boy Scout leader for Readfield's Troop 650. He also helped coach Readfield youth baseball and soccer for his sons' teams.

After our son Dave was killed by a drunk driver in 1989, my husband became a volunteer speaker for Mothers Against Drunk Driving and actively worked on drunk driving issues to help change legislation to establish stricter driving under the influence laws in Maine.

My son Dave grew up in the Readfield School system. He was very active in sports and also the local Boy Scout troop. As a young boy he participated in baseball, basketball and soccer.

At Maranacook he was on the track and field and cross country teams all six years. He also played in the band and took part in the German GAPP Exchange Program.

Dave earned his Eagle Scout rank at the age of 14 after identifying and mapping the types of trees at the Readfield Town Forest. He graduated third in his class with honors in 1989.

Dave was enrolled in the Wildlife Management Program at the University of Maine in Orono as a freshman when he was killed.

In 1990 my husband David and I established a scholarship fund at Maranacook Community School in Dave's memory. After giving out 23 scholarships, Tim, Dave's brother, and I decided to donate the remaining funds plus an additional amount in memory of my husband David and my son Dave to the Ball Field Project to benefit many more children in our community.

Respectfully,

Grace L. Keene

Bruce E. Hunter
Readfield Conservation Commission Chair
44 Old Fairgrounds Rd
Readfield, ME 04355

February 21, 2017

Eric Dyer
Town Manager
Town of Readfield
8 Old Kents Hill Rd
Readfield, ME 04355

Dear Eric,


The Readfield Conservation Commission, in the role as overseer of town-owned open space lands, supports the naming application for the Fairgrounds Ball Field made by the Readfield Recreation Association & Greg Durgin. We feel that the large financial donation made by Grace and Tim Keene put new life in the ball field project which led to its successful completion.

We would also hope that the important contribution made by Lenny and Sue Reay is recognized in some appropriate manner. Lenny donated his equipment, time and soil moving expertise to level the field and fix a drainage problem to provide a high class field that stays dry in moderate rains.

Sincerely,

Bruce E. Hunter

Chair, Readfield Conservation Commission.



March 1, 2017

Eric Dyer
Readfield Town Manager
8 Old Kents Hill RD * Readfield, ME 04355

Dear Eric Dyer,

On 2/28/17 the Readfield Trails Committee voted to approve the following choices for the naming of the ball field at the Readfield Fairgrounds:


1. Keene Memorial Park
2. Keene Community Recreation Park.

These choices were approved by a vote of eight for and one abstention (Greg Durgin).

The Trails Committee is looking forward to finally having the ball field named.

Sincerely,

Jeanne C Harris, Treasurer - Readfield Trails Committee



Town of Readfield
Land, Trail, Park Area, Facility Naming Application

* Give full details of proposed name for land, trail, park area or facility and attach any applicable information such as naming after person/family because...

* Suggest two (2) names (one preferred name and one alternative name) and state reasons to support the requested name for each suggestion. If possible, the history of the name(s) proposed should be included with the application.

Individual/group submitting proposal: Eric Dyer

Organization/Affiliation of applicant (community member, committee member, neighbor, etc.): Transfer Station Manager

Address: 8 Old Kents Hill Rd.

Phone: 207-685-4939 Email address: readfield.tmgr@readrunner.com

Application is for (circle one): land trail park area facility other

If other explain: _____

Current name if applicable: Readfield & Wayne Transfer Station

Are there any same/similar names to the proposed name already in Readfield? If so please list them: No

1. Preferred Name Readfield Transfer Station

Reason to support preferred name: Potential confusion over station location, and potential for additional partner communities.

History of the name(s) proposed: N/A

2. Alternative Name _____

Reason to support alternative name:

History of the name(s) proposed:

Date Submitted: 3/3/2017

Date approved: _____

Readfield Board of Selectmen
March 6, 2017
Item # 17-157

USER AGREEMENT

THIS AGREEMENT is made as of the 18th day of January, 2005 between **THE TOWN OF READFIELD**, a municipal corporation with its principal place of business in Readfield, County of Kennebec and State of Maine (hereinafter "TOWN"), and **GARDINER SAVINGS INSTITUTION, FSB**, a federally chartered savings institution with its principal place of business in Gardiner, County of Kennebec and State of Maine (hereinafter "GSI").

WITNESSETH:

WHEREAS, TOWN is the owner of certain real property located in Readfield, Kennebec County, Maine, identified as shown generally on the plan dated 11-12-04 attached hereto as Exhibit A (the "Plan") and labeled the "Proposed GSI Lot" and the "Fire Station Lot" said Proposed GSI Lot being more particularly described in Exhibit B attached hereto;

WHEREAS, Town and GSI desire to enter into certain agreements regarding the use of the GSI Lot and the Fire Station Lot as hereinafter set forth;

NOW, THEREFORE, for and in consideration of the rights and obligations and limitations contained herein, the sufficiency of which is hereby acknowledged, the Town and GSI do agree as follows:

1. GSI Sign located on Fire Station Lot.

- a. The Town hereby agrees to allow GSI to install, repair and maintain a commercial sign on the Fire Station Lot in the area shown on the Plan for use to announce the location of the business of GSI on the GSI Lot and an entrance to the GSI Lot as hereafter referenced.

- b. The sign shall be in compliance with all rules, laws and ordinances of the federal, state, and local laws and shall be designed in a manner reasonably satisfactory to the Town. Nothing herein shall waive or modify compliance with any applicable municipal ordinance, rules or laws. The sign shall be attractive and shall not be intrusive or obstructive of the views and egress and ingress to Town's current and contemplated use of the Fire Station Lot. The final design of the sign and all related supporting structures and the landscaped area shall be as shown generally on the preliminary drawings submitted to the Town and the final design shall require the Town's further written consent and approval the final design and location of the sign and all supporting structures. All and any future amendments or modifications to the sign shall require the Town's written consent.

- c. GSI shall be obligated to construct, repair and perpetually maintain the sign, so long as this agreement remains in effect, and including the landscaped area at its sole cost and expense and shall keep the sign and all supporting structures and the landscaped area surrounding and adjacent to the sign in good and suitable condition satisfactory to the Town in its reasonable discretion. Notwithstanding the foregoing the Town shall reimburse GSI for 50% of the maintenance cost of the sign and landscaped area so long as GSI provides advance notice and obtains the Town's consent to proposed maintenance charges, the Town agrees not to unreasonably withhold its consent and approval of its portion of the maintenance expenses.

- d. The design and construction of the sign shall be subject to the approval of the Planning Board of the Town of Readfield.. GSI shall be responsible for all costs related to the power to operate the sign, and if not separately metered to GSI, GSI shall reimburse the Town for its power costs upon presentation of a bill incurred by the Town related to the lighting of the sign. Notwithstanding the foregoing the Town shall reimburse or offset in favor of GSI 50% of the annual cost of the operating power costs for sign once constructed. The sign shall be constructed in a good and workman-like manner in accordance with the final design approved the Town.
- e. The Town reserves and is granted the right to use the sign to announce the location of its volunteer fire department or other use of the Fire Station Lot and provide space for announcements of public gatherings or matters of public interest, within the limited area designed for such use on the sign and without cost or rental or expense or charge from GSI.
- f. Notwithstanding the forgoing, or any other remedy provided herein, in the event GSI violates the terms of this agreement regarding the sign, including without limitation, fails to maintain and repair the sign as provided and according to the terms herein, or fails to obtain any necessary consents or approvals from the State, the Town may terminate the rights provided under this agreement by providing GSI a notice of default hereunder. The notice shall identify with reasonable particularity the default(s) claimed by the Town and provide GSI thirty (30) days to cure any default. Upon failure to cure any the default(s) referenced in the notice, all rights under this agreement related to this provision shall expire and terminate without further notice including

the right to locate the sign on the Fire Station Lot and GSI shall thereafter in such event GSI shall remove the sign at the request of the Town including all supporting structures and return the area occupied by the sign to as good or better condition prior to the installation of the sign including removal. At the option of the Town in the event of a default and failure to cure as herein provided by GSI, GSI agrees that all of GSI's right title and interest in the sign and all rights related thereto are forfeited and abandoned and the sign shall become the exclusive property of the Town and the Town shall have the entire rights to remove, modify, or use the sign or any of its supporting structures.

2. The Roadway Entrance and Access Rights for the benefit of the Bank over the Fire Station Lot.

- a. Town agrees to permit GSI to use, improve and construct for use by its customers, agents and contractors, an entrance and traveled way across the Fire Station Lot for access to the GSI Lot as shown on the Plan. The rights to use said way and entrance way shall be limited to customers, contractors, agents and employees of GSI and users of the Fire Station Lot and be non-exclusive as between the parties for such uses. The traveled way shall not be a public way.
- b. GSI shall design and construct said access roadway and entrance in a manner satisfactory to the Town, and the Town's satisfaction and acceptance of the final design of the access way roadway and entrance must be further evidenced by the Town's consent in writing.

- c. GSI and the Town shall share joint responsibility for the maintenance cost of the access way and entrance way, including sanding and snowplowing. The town shall maintain sole responsibility for maintenance and repair of the sidewalks on said Route 17 and said Route 41 to include snow removal and sanding. GSI may not modify any design approved by the Town, nor modify the use of the roadway without the Town's further written consent. The design shall include a paved way, sidewalks and parking spaces for Town emergency vehicles and shall not include parking rights for the benefit of the GSI, or its customers or agents in any location.
- d. Nothing herein shall limit or prevent the Town from plowing said way in the event emergency circumstances require clearance, plowing or maintaining said way for the Town's use as egress or ingress to its Fire Station Lot.
- e. Notwithstanding the forgoing, in the event GSI or the Town, or its agents or customers, violates the terms of this agreement regarding the use of the access way and roadway entrance, including without limitation, obstruction of said way in a manner which impedes the emergency ingress or egress from the Fire Station Lot or normal traffic flow to and from GSI, or fails to maintain and repair the roadway, entrance way, or sidewalks or if GSI fails to obtain the written approval of the Town to the design and final location of the Roadway Access and Entrance rights, the Town and/or GSI may terminate the rights provided under this agreement by providing notice of default under this agreement. The notice shall identify with reasonable particularity the default(s) and provide thirty days (30) days to cure any default. Upon failure to cure any default(s) referenced in the notice to the reasonable, all rights

provided under this paragraph in favor of the defaulting party shall immediately terminate.

3. Mutual Snow Storage Agreement.

- a. GSI and the Town each agree that the other may use the Fire Station Lot and the GSI Lot, respectively, for temporary storage of excess snow, however, said temporary snow storage shall only be for excess snow from the GSI Lot or the Fire Station Lot, which otherwise can not be practically stored on the respective land owners land.
- b. Both GSI and the Town shall jointly endeavor to minimize the storage of snow on the land not owned by said party and in all circumstances shall not obstruct the use of the GSI Lot or the Fire Station Lot for their respective intended purposes.
- c. GSI does further hereby agree and acknowledge that a private septic system is located on the Fire Station Lot. GSI does therefore further hereby acknowledge and agree that any damage caused by GSI or its contractors or agent, by the storage of snow, or travel of snow plowing vehicles over any portion of the Fire Station Lot which causes damage to the septic system, or tank, or fields, or pipelines located on the Fire Station Lot shall be repaired at the sole cost of GSI, notwithstanding any other agreement existing between the users of the septic system regarding shared use and expense. The approximate area of the leach field area is as shown on the Plan.

4. **Surface water runoff.** GSI shall not develop the GSI Lot in a manner which discharges surface water runoff across portions of the Fire Station Lot which interfering with the septic system or primary intended use of the Fire Station Lot. Any alteration in the natural water flow which may occur as a natural consequence of normal construction activities and the existence of the party's improvements (including without limitation building and building expansion, curbs, drives and paving) shall be subject to the approval of the Town in writing.

5. **No assignment and Automatic Termination Provision.** The rights provided under this agreement are issued in conjunction with and in consideration of the sale of the Proposed GSI Lot to GSI for use as a branch banking facility. Any transfer, conveyance, change of use of the GSI Lot, or grant of a beneficial interest to another party other than GSI shall be permissible only with prior approval of the Select Board and, when required by Ordinance, the Planning Board. It being the intention of the Town to grant these rights only to GSI, or an approved and welcome use compatible with Town property in the Town's discretion.

6. **Insurance.** GSI shall procure and maintain in full force and effect throughout the term of this Agreement general public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about its property to afford protection to the limit of not less than \$1,000,000.00 for injury or death of a single person, and to the limit of not less than \$1,000,000.00 for any one occurrence, and to the limit of not less than \$1,000,000.00 for property damage. Both the Town and GSI shall list one another as an additional insured and will provide one another with certificates of such insurance from time to time upon written request to evidence that such insurance is in force. Such insurance

may be written by additional premises endorsement on any master policy of insurance in addition to the property covered by this Agreement. Such insurance shall provide that the same may not be canceled without thirty (30) days prior written notice to the other party.

7. **Right of Entry.** The defaulting party hereby grants to the aggrieved party a non-exclusive right of entry and non-exclusive easements across and under any and all areas of the defaulting party's parcel that are customarily accessed by the public (such as the common road, parking areas and sidewalks and excluding the right to enter any buildings demised to or owned by others) for all purposes reasonably necessary to enable the aggrieved party (acting directly or through agents, contractors, or subcontractors), to perform any of the terms, provisions, covenants or conditions of this Agreement which the defaulting party shall have failed to perform, after notice and time to cure each said default as above referenced, but no notice and time to cure need be given in the event of any emergency.
8. **Headings.** The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.
9. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto. The parties do not rely upon any statement, promise or representation not herein expressed, and this Agreement once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this document.

10. Attorneys Fees. In the event of a dispute between the parties, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

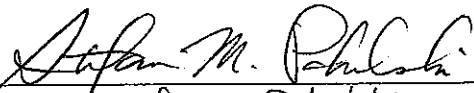
11. Further Cooperation. In the event further documentation is required to document the rights of GSI to locate and construct the sign to satisfy such additional requirements, if any, required by the Maine Department of Transportation, the parties agree to cooperate to provide such further documentation.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

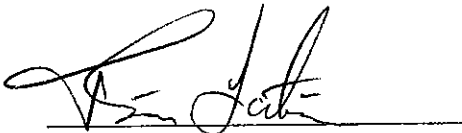
WITNESS:

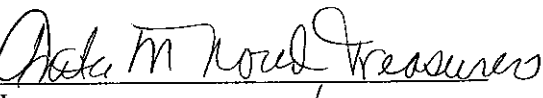
THE TOWN OF READFIELD



By: 
Name: Stefan M. Pakulski
Title: Town Manager

GARDINER SAVINGS INSTITUTION, FSB



By: 
Name:
Title:

ATTEST

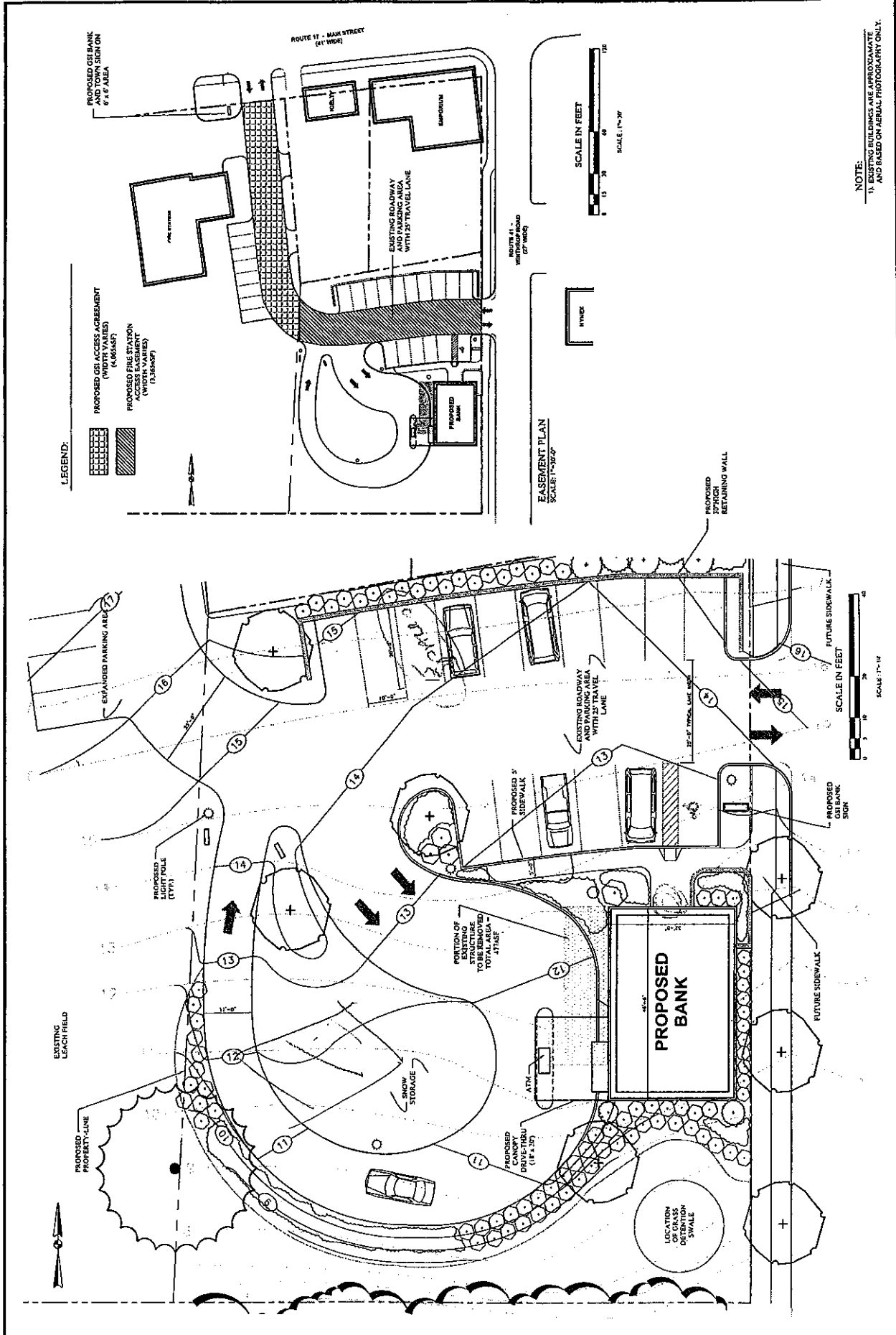


EXHIBIT B

A certain lot or parcel of land with the building thereon, situated on the **westerly side of State Route 41**, also known as the **Winthrop Road** in the Town of Readfield, County of Kennebec and State of Maine, bounded and described as follows:

Beginning at a point on the westerly side line of Winthrop Road, so-called, said point being about one hundred thirty (130) feet southerly of the southerly side line of Main Street, so-called, said point being the southeasterly corner of land now or formerly of Robert and Helen Bittar (Book 2359, Page 17), and being marked by an iron pipe;

Thence S 29° 08' 16" W along the westerly side line of said Winthrop Road, one hundred eighty-six and one hundredths (186.01) feet to the northeasterly corner of land now or formerly Potter Tank Farm, Inc., (Book 4794, Page 217), said point being marked by a number 4 rebar;

Thence N 60° 36' 56" W along the northerly line of land now or formerly said Potter Tank Farm, Inc., and passing through two (2) iron pins, one hundred forty-five and no hundredths (145.00) feet to a point marked by a number 4 rebar set at remaining lands of the Town of Readfield;

Thence N 34° 05' 33" E and passing through land of the Town of Readfield one hundred sixty-three and ninety-four hundredths (163.94) feet to the southwesterly corner of land now or formerly of Gary and Ann Keilty (Book 3299, Page 193), said point being marked by a granite monument;

Thence S 69° 51' 26" E along the southerly line of land now or formerly said Gary and Ann Keilty forty-nine and ninety-seven hundredths (49.97) feet to the southwesterly corner of land now or formerly Robert and Helen Bittar, said point being marked by an iron rod;

Thence S 70° 46' 34" E along the southerly line of land now or formerly said Bittar eighty-two and seventy-two hundredths (82.72) feet to an iron pipe and the point of beginning.

Said lot or parcel contains about 0.55 acres.

The within described lands are based on a survey and plan entitled "Plan of Land for Town of Readfield and Gardiner Savings Institution, Record Owners, Town of Readfield, County of Kennebec", dated January, 2005, prepared by D. O. Harriman, P.L.S. #359.

EXCEPTING AND RESERVING to the Town of Readfield the right and easement for ingress and egress to remaining lands of the Town of Readfield, known as the "Fire Station Lot", so called, from said Winthrop Road, also known as Route 41 and described as running generally over a twenty five foot (25') wide strip of land commencing at the easterly side thereof at Route 41 and running in a generally northwesterly direction over and across the within conveyed lands to remaining lands of the Grantor, as shown on the above-described Survey, including the right but not the obligation to improve and maintain said right of way for uses of the retained lands of Grantor.

For Grantor's source of title, reference may be had to the following deeds recorded in the Kennebec County Registry of Deeds:

- 1) Fred P. Raymond et ux, the first being dated November 5, 1935 recorded in Book 715, Page 447; and the second being dated April 13, 1950, recorded in Book 890, Page 596;
- 2) Douglas E. Johnston, dated March, 1948, recorded in Book 876, Page 45;
- 3) George L. Cullivan, the first being dated January 30, 1967, and recorded in Book 1551, Page 656; and the second being dated December 1, 1973 and recorded in Book 1718, Page 109; and
- 4) Erlon F. Mason dated April 24, 1978 and recorded Book 2099, Page 175.

SUBJECT TO the following easements:

- 1) to Central Maine Power Company and New England Telephone and Telegraph Company, dated August 31, 1979, Book 2250, Page 61; and
- 2) to Community Service Telephone Co., dated July 19, 1999, recorded Book 6024, Page 96.



TOWN OF READFIELD

8 OLD KENTS HILL ROAD • READFIELD, MAINE 04355

Tel. (207) 685-4939 • Fax (207) 685-3420

Email: Readfield@roadrunner.com

To: Readfield Select Board
From: Eric Dyer, Town Manager
Date: March 3, 2017
Subject: Tax Acquired Property - 2014 Tax Year

Background:

A number of reference documents are attached to this memo including our Tax Acquired Property Disposition Policy, Maine Municipal Association guidance on the role of Municipal Officials in the disposition of property, and a statement on refunds of sale proceeds. Additional detailed information on the foreclosed property has been provided to the Select Board but is not included with this memo.

The lien process for taxes due in the 2014 tax year was completed on January 27, 2017. At that time five properties were foreclosed upon due to non-payment of taxes for that year. Pursuant to our policy on the Disposition of Tax Acquired Property the former owners were given 30 days to pay all past due taxes and fees for all tax years and reclaim their property. Three of the five foreclosed properties were reclaimed in this way. Unfortunately two properties remain unclaimed and are now subject to disposition by the Select Board. They will be referenced as properties one and two below. As no beneficial public use has been identified both properties are recommended for brokerage sale, as opposed to sale by auction. Both are currently protected by general liability and property coverage through the Maine Municipal Association.

Property One:

This property appears to be in good condition externally but the interior condition is unknown. No liabilities were witnessed on the property. The property appears unoccupied. There are two banks that have mortgages associated with the property but our ownership rights take precedence. The town should take possession of this property as soon as possible to determine the status of the building and properly secure it.

Property Two:

This property appears to be in fair condition externally but the interior condition is unknown. No liabilities were witnessed on the property. The property is occupied by tenants. It is recommended that the Town not take

possession of this property and allow the current tenants to remain until the property is sold.

Policy Discussion:

The 30 day grace period following foreclosure is a vulnerable time for the former owners of the property and for the Town. During the recent grace period several inquiries were made about tax acquired properties by prospective buyers / speculators. As a result of these inquiries one property the Town had foreclosed on was purchased for little more than the taxes owed under questionable circumstances. This sale (through a purchase and sale agreement that somehow included the payment of the past due taxes and fees) essentially allowed a third party buyer to deprive the former owner of fair market value and deprive taxpayers of a similar benefit by taking advantage of a person with "nothing to lose". This was a bad situation the Town had no control over and one that could be repeated under our current policy. I recommend that the Select Board consider a change to our policy to address this kind of activity.

One option would be to prohibit the sale of the property during the grace period and a period of time after (perhaps a year). Another would be to eliminate the grace period outright. A third option would allow the Town to return all or part of the net proceeds of a sale to the former owner, which is now allowed under Maine law. These options could protect the interests of the taxpayer and former owners and prevent third party buyers from taking advantage of the Town and its residents. Other options may exist as well but a change to our policy and Administrative Ordinance will be required in any case.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Eric Dyer", written in a cursive style.

Eric Dyer,
Readfield Town Manager

**TOWN OF READFIELD
POLICY FOR
DISPOSITION OF TAX ACQUIRED PROPERTY**

Adopted: Jan. 8, 2007
Amended: Jan. 4, 2010

Article 1. General

- 1.1 The purpose of this Policy is to establish procedures for the efficient and fair management, administration and disposition of real property acquired under the tax lien procedures set forth in Title 36 M.R.S.A. §§942 and 943, as amended. Nothing in this Policy shall be interpreted to (1) give additional substantive or procedural rights to owners or former owners of property forfeited for non-payment of taxes or (2) to limit the right of the Select Board to waive these guidelines if the Select Board deems it to be in the Town's best interest to do so.

Article 2. Actions Concerning Tax-Acquired Property Pending Final Disposition

- 2.1 Following the foreclosure of any tax lien mortgage, the Town Treasurer shall by first class mail, return receipt requested, notify the last known owner of record that his or her right to redeem the property has expired. The notification shall also state that the property will be disposed of in accordance with this Policy, a copy of which shall be included with the notification. The same shall be sent via US Mail, 1st Class with Certificate of Mailing.
- 2.2 Each year the Treasurer shall prepare a list of properties acquired due to non-payment of property taxes and foreclosure of tax liens and provide this list (the "Tax-Acquired Properties List") to the Town Manager.
- 2.3 The Town Manager and the Code Enforcement Officer, and as necessary in consultation with the Town Attorneys, shall review and inspect (if possible) each property prior to the last Select Board meeting before foreclosure, so that they may be identified on the Tax-Acquired Properties List and a determination may be made as to whether the foreclosure is in the best interest of the Town, based on the following criteria:
- A. The potential liabilities (environmental, structural safety, health or other hazards associated with the property) that the Town might assume by taking possession or by operating the property and whether the Town's interests in light of such potential liabilities would be best served by immediately disposing of the property or retaining it;
 - B. The level of insurance required to protect the Town's interest in the property and to protect the Town from liability in the event that the property is retained; and
 - C. Whether the property is currently occupied and the likelihood of requiring legal assistance (and estimated costs of the same) to require the occupants to quit the premises.
- 2.4 In the event that a tax-acquired property remains or becomes vacant for sixty (60) consecutive days following the date of foreclosure of the tax liens under which the Town

becomes the owner of a property, the Town Manager shall obtain liability coverage for the property.

Article 3. Review and Disposition of Tax-Acquired Properties

3.1 The Town Manager will offer arrangements to the previous owner to secure just and prompt payment of outstanding and current taxes, related interests and costs to be paid within 30 days of foreclosure.

1. The Town Manager shall present the taxpayer with a written notice for payment of all past due and currently due taxes, interest, and costs under the tax lien process and all outstanding sewer charges, assessments and other lawful charges as are due and owing to the Town.
2. The Town's costs shall include all costs incurred or to be incurred by the Town in addition to those incurred in the tax lien process and shall include, but not be limited to, insurance costs, registry filing and mailing costs, advertisement costs, and attorney's fees.
3. Failure of an owner to respond within thirty (30) days of a written notice will result in a forfeiture of the property being either retained by the Town or sold under the other provisions of this Policy.

3.2 In the event any previous owner fails to respond and forfeits a property, the Town Manager will summarize the results of his or her Section 2.3 review of each property and make one of the following recommendations:

1. Retain the property for a particular public purpose. The Town Manager, in consultation with the Town Attorney shall review and pursue, if appropriate or required, judicial confirmation of the Town's right, title or interests in the subject property under 14 M.R.S.A. §6651 et seq.
2. Sell the property with or without conditions.
3. Take no action other than to set a date for further consideration by the Board, which shall occur at least annually.

The Town Manager shall forward his or her reviews, recommendations and determinations regarding each property to the Select Board. The Select Board may override a particular recommendation of the Town Manager to retain a property but shall otherwise direct that the property be processed in conformance with the terms of this Policy.

Article 4. Property to be retained

4.1 If the Select Board deems it to be in the Town's best interest, it may retain the acquired property for a specified purpose. By way of example, but not limitation, the Select Board may deem it to be in the Town's best interest to retain the property where:

- a. the property has or will have recreational value or economic value to the Town.

- b. the property has or will have potential for a public facility or additions to public facilities.
- 4.2 If the property is retained, the Select Board may pursue an action for equitable relief in accordance with the provisions of Title 36 M.R.S.A. §946, if desirable.
- 4.3 The Select Board shall cause the tax-acquired property retained to be managed and insured as it would any other municipal property.
- 4.4 If retained, the Town shall pay the outstanding unpaid sewer rates, assessments or other lawful charges.

Article 5. Property to be Sold

- 5.1 The Select Board shall determine the method of sale for properties acquired for non-payment of taxes. Methods may include but not be limited to brokerage sale, negotiated sale, or public bid process.
- 5.2 If the public bid process is utilized, the Town Manager shall cause to be published a notice of the sale of the tax-acquired property in a local newspaper. The notice shall be posted in a conspicuous place within the Municipal Building. The notice shall be sent to the person from whom the property was acquired and the property owners whose property immediately abuts the property to be sold. The notice shall specify the time and date bids are due and the general terms of the bid. It shall also contain information useful to prospective bidders and the terms of the sale as determined by the Town Manager.
- 5.3 All bids shall be submitted on forms prescribed by the Town Manager in an envelope clearly marked "Tax-Acquired Property Bid" and accompanied by a cashier's or certified check equal to the bid deposit. Bids shall be publicly opened and read on the date and at the time specified.
- 5.4 The Town Manager shall review all bids and make recommendations to the Select Board. The Select Board shall determine the successful bidder.
- 5.5 The Town of Readfield reserves the right to accept or reject any or all bids, and waive any of the requirements of this Policy should the Select Board, in its sole determination, judge such actions to be in the best interest of the Town of Readfield. Instances where this right may be invoked include, but are not limited to:
 - a. The Select Board may wish to sell the property to an abutting property owner rather than the highest bidder.
 - b. The Select Board may determine a use other than the use proposed by the highest bidder is in the best interests of the Town.
- 5.6 Should the Select Board reject all bids, the property may again be offered for sale.
- 5.7 Should the bidder fail to close, the Town shall retain the bid deposit. The Select Board may offer the property to the next highest or any other bidder, if it determines that it is in the best interest of the Town.

- 5.8 Title to tax-acquired property shall be transferred only by means of a Municipal Release Deed.
- 5.9 Unless the property is vacant at the time of sale, the successful bidder shall be responsible for the removal of occupants and contents in a manner according to law.
- 5.10 The proceeds of the sale shall be distributed in the following manner: (1) all taxes, interest and costs under the tax lien process shall be paid, (2) all outstanding sewer rates, assessments or other lawful charges shall be paid, and (3) any balance shall be placed in a General Fund account.

Article 6. Waiver of Foreclosure

- 6.1 In those situations where it has been determined that it would not be in the best interest of the Town to acquire the property, the Select Board may authorize the Treasurer to record a waiver of foreclosure in the Registry pursuant to 36 M.R.S.A. § 944, provided that this determination is made before the right of redemption expires.
- 6.2 In those situations where it has been determined that it would not be in the best interest of the Town to acquire the property, and this determination has been made prior to the issuance of the Impending Foreclosure Notice under 36 MRSA § 943, the Select Board may instruct the Treasurer not to send the Impending Foreclosure Notice, thereby preventing the foreclosure from occurring.

Article 7. Taking Possession of Property

- 7.1 At such time as it considers the proper disposition of a parcel of tax acquired property, or at such earlier time as may be recommended by the Town Manager, the Select Board shall consider whether it would be desirable for the Town to take immediate possession of the property in order to preserve the value of the property or otherwise protect the interests of the Town.
- 7.2 In making the determination under Section 7.1, the Select Board shall consider the condition of the property, the occupancy status, any potential risks to the value of the property, the status of insurance, any obstacles to exercising possession, the possible need for court assistance and any other factors that the Select Board deems appropriate.

CHAPTER 3 – Municipal Officers’ Role: Care, Management and Disposition of Tax-Acquired Property

Municipal Officers’ Role

Generally

This chapter discusses what a municipality may do with tax-acquired property. When a real estate tax lien forecloses, the municipal officers become responsible for the care and management of the property, subject to the direction of the legislative body or the provisions of a municipal charter or ordinance.

If the assessment, commitment and lien procedures have been followed correctly and the period of redemption expires without payment of the taxes, interest and costs, the real estate tax lien will automatically foreclose. The municipality does not need to take possession of the property or send any additional notice that the foreclosure has occurred. Once the automatic foreclosure of the tax lien mortgage occurs, title passes to the municipality and it owns the property; it can either retain the property or sell it. If it decides to sell the property, whether to the prior owner or some other party, the municipality may do so only by deed and only in the manner authorized by the legislative body or municipal charter or ordinance.

This chapter outlines some common issues relating to tax-acquired property. For additional guidance on specific issues see the memo, “Frequently Asked Questions About Tax-Acquired Property” in Appendix 8h.

Does the Municipality have Liability for Tax-Acquired Property?

The municipal officers are often concerned about the municipality’s potential liability for holding or using tax-acquired property. The Maine Tort Claims Act (MTCA), 14 M.R.S.A. § 8104-A (2)(B), specifically provides that the municipality is **immune** from tort liability for damages arising out of the ownership, maintenance or use of any building acquired for non-payment of taxes **until** the former owner (or his lessee or licensee) has given up possession for a period of 60 days. Because this immunity only applies while the property is occupied and for 60 days after it becomes vacant, the municipal officers should act promptly to sell any property which is or becomes vacant, or to insure it for \$400,000 – the current cap on damages under the MTCA (*see* 14 M.R.S.A. § 8105). Security measures and signage should also be considered to reduce the risk of injury and vandalism.

Irrespective of potential liability, if a tax-acquired building has substantial value, the municipal officers should consider whether to insure against property and casualty loss (e.g., fire) to protect the municipality's "collateral." Whether the expense of this type of insurance is in the municipality's best interest would depend on the value of the property, the amount of taxes due, and the potential sale price expected.

Also, we advise municipal officers not to charge the occupants of the foreclosed property rent or act as a landlord; otherwise, the municipality may be deemed to have taken on responsibilities of landlords under Maine law. In addition, asserting possession over the property could deprive the municipality of the immunity provided for occupied tax-acquired property under the MTCA (discussed above). If people continue to live in tax-acquired property, the municipality can: (a) allow them to remain as occupants; (b) ask them to leave voluntarily; (c) bring a court action to have them evicted; or (d) sell the property and advise the purchaser that it is the purchaser's responsibility to deal with the occupants. (See the "Frequently Asked Questions" contained in Appendix 8h.

Is the Municipality Liable for Fees Applicable to the Property?

Generally, yes, the municipality would be liable for road association fees, condominium common/maintenance fees, and rental fees for mobile homes on a third party's land or in a mobile home park that are incurred after the date of the automatic foreclosure. There is a special rule for tax-acquired time share fees (see below).

For these reasons, if the municipality tax acquires property subject to ongoing fees it is important for the municipal officers to act quickly to sell the property. In the case of a mobile home it may be possible to relocate the home to a different location. If fees are incurred, the municipal officers should be certain to add an amount to the sales price of the land to cover any such fees paid by the municipality.

Time shares. The law concerning time-shares specifically indicates that a governmental entity will not be liable for the share of common expenses attributable to the time share during the period the municipality owns the time share estate if the municipality does not use the time share estate. The law defines "use" as including, without limitation, leasing or renting the time share. Note that the owner's association or time share management may charge any common fees accruing during the time the municipality owns the time share to a buyer. The law requires a municipality selling a tax-acquired time share estate to disclose in writing to prospective buyers that the buyer may be charged for common expenses accruing during the time period the municipality owns the time share. 33 M.R.S.A. § 593.

Sale of Tax-Acquired Property - Is Authority Needed?

The municipal officers may not sell or otherwise dispose of tax-acquired property unless they have authority to do so from the municipality's legislative body. In a selectman/town meeting municipality, the town meeting is the municipal legislative body. In a municipality that has a charter, the charter must be reviewed to determine whether the town meeting, selectmen or council has legislative powers.

If there is no town meeting vote, ordinance, or charter provision authorizing the municipal officers or some other municipal official to sell or otherwise dispose of tax-acquired property, then it may not be sold—**not even to the former owner**.

The municipal legislative body also may determine sales procedures for the property. Maine law does not impose any special sale procedures for tax-acquired property, with the exception of sales to municipal officers (discussed below). Most municipalities give the municipal officers general authority to "...dispose of tax-acquired property on such terms and conditions as they deem advisable." Such authority gives the municipal officers the discretion to determine the best method of selling the property; for example, using sealed bids, an open auction, a closed sale, or some other means. However, some municipalities require that the property first be offered to the former owner (usually for back taxes plus interest and costs) or that a specific method of sale be used. In any event, the municipal officers must be certain of the authority they have been given before taking any action to sell tax-acquired property. (See Appendix 8a for sample warrant article language authorizing the sale of tax-acquired property and Appendix 8c for a sample Notice of Sale of Tax-Acquired Property.)

Is the Municipality Required to Offer to Sell the Property Back to the Former Owner for Back Taxes?

Under state law, the municipality has no obligation to sell the property back to the original owner, or to charge only an amount equal to the taxes, interest and costs owed. The property should be treated as other municipal property and sold for a total dollar amount (the purchase price), not as individual liens that need to be discharged.

Note that some municipalities do impose a local rule through a warrant article or ordinance allowing or requiring that tax-acquired property first be offered for sale back to the former owner.

What Sales Price Should the Municipal Officers Require?

Assuming they have the authority, the municipal officers may sell the property for its full market value, realizing that title issues inherent in tax-acquired property mean that the market value will be somewhat lower than if the property was not tax-acquired. When determining an asking price, the municipal officers should consider what price is in the best interests of the municipality and municipal taxpayers.

At a minimum, we recommend the municipality should seek to sell tax-acquired property for a purchase price that is equal to or greater than the total of back taxes, interest, and the costs incurred in the tax lien process and in managing the property. If the property is subject to other outstanding charges for municipal sewer or water department fees, the municipal officers may also factor those charges in to their asking price. By following this practice, the taxpayer cannot rightly claim that he or she has been relieved of current tax liability or that the current year's taxes are not collectable because the property was town-owned (thus tax exempt) at the time of assessment or that the release deed was issued in satisfaction of all taxes due and owing.

Also, there may be instances in which a property that is being sold not only was foreclosed upon for nonpayment of one or more years' taxes but also was subject to outstanding liens for property taxes, assessed in other years that had not foreclosed. While there is little case law on the issue, it is likely that once the municipality takes title to the property by tax lien foreclosure, all other existing lien rights are merged into that ownership interest. Because foreclosure occurs automatically, the municipality has no opportunity to express an intent that foreclosure not affect other existing tax liens. Therefore, when a municipality sells tax-acquired property, it most likely does so free and clear of any other real estate tax liens of record on that property, and cannot preserve its right to collect on those liens.

Are There Limits on the Use of Sales Proceeds?

If the property is sold for a sum which exceeds the back taxes, interest and costs, the municipality is entitled to retain the entire proceeds. There is no requirement to refund the former owner any of the "surplus" realized upon sale (*see City of Auburn v. Mandarelli*, 320 A.2d 22 (Me. 1974)).

Effective May 8, 2015, the Legislature enacted a law (36 M.R.S.A. § 949) allowing municipalities to refund excess sale proceeds to the former owner, but only if the municipality has adopted an ordinance outlining standards governing disbursement procedures. The

standards must protect the interests of municipal taxpayers. Any such ordinance should be carefully drafted with the assistance of the municipal attorney.

May a Municipal Officer Purchase Tax-Acquired Property?

Maine law prohibits a municipal officer (selectman or councilor) from purchasing tax-acquired property unless a competitive bid process is used and unless the municipal officer takes no part in the bid acceptance process. The law also requires that the offer of sale be advertised at least twice during a 7-day period prior to the acceptance of bids. *See* 36 M.R.S.A. § 946. There is an exception for tax-acquired property previously owned by the municipal officer's son, daughter, spouse, or parent immediately before its acquisition by the municipality. In such a case, the legislative body of the municipality may authorize the purchase by the municipal officer without a sealed bid. These requirements are found in the third paragraph of 36 M.R.S.A. § 946.

How is Tax-Acquired Property Conveyed to a New Owner?

Conveying Real Estate. The municipal officers should convey tax-acquired real estate with a municipal quitclaim deed without covenant (also known as a "release deed"). A sample quitclaim deed without covenant is included as Appendix 8b. It is legal to sell the property by warranty deed, but this is not recommended since a warranty deed obligates the municipality to clear up title problems, including those that arose before the municipality acquired title. A quitclaim deed allows the municipality to convey only whatever interest it acquired through the tax lien process (if any) without making any promises as to what that interest is. The municipality has no obligation to clear up title issues or to guarantee good title to the property, and municipal officials should be careful not to make any representations concerning title to the property. These issues are the buyer's responsibility to consider, perhaps through a title search and consultation with a lawyer prior to the sale. For these reasons, tax-acquired property is often sold at a substantial discount below market value.

Conveying a Mobile Home. If the property to be sold is a mobile home **only** (meaning it is located upon land owned by someone other than the mobile home owner), the mobile home should be sold with a "bill of sale." Mobile homes located in mobile home parks or on leased land are situations where a mobile home would be owned and assessed to someone other than the land owner. For all purposes other than taxation, mobile homes are considered personal property under Maine law and are bought and sold by a bill of sale. A sample bill of sale is located in Appendix 8f. Mobile homes located on land owned by the landowner are generally assessed together with the real estate and conveyed with land via a deed.

Does the Municipality Need to Clear the Title to Tax-Acquired Property Before Selling it?

No. Generally tax-acquired property is sold via a quitclaim deed, which expressly excludes any warranties whatsoever as to the quality of title to the property. Title issues are for the buyer to consider prior to purchase. The only situations in which a municipality may wish to clear title to tax-acquired property would be if the municipality intends to keep the property and improve it for municipal purposes, or if the municipality intends to sell the property for full market value. Generally, tax-acquired property is sold at a significant discount below market value due to uncertainty as to title.

Must Persons Living on Tax-Acquired Property be Evicted Before Sale?

Generally, no. The municipality may sell tax-acquired property that is occupied. The tenants would become the responsibility of the buyer. If the municipal officers do wish to evict tenants prior to sale of the property, they would need to work with a private attorney to follow Maine eviction procedures.

What if there is Abandoned Personal Property on the Property?

If personal property remains in or on real estate that is tax-acquired, the municipality must comply with the requirements in 30-A M.R.S.A. § 3106 before selling or disposing of the personal property.

The law requires written notice to the owner(s), if known, instructing the owner to remove the property within 21 days. Notice must be mailed by certified mail, return receipt requested. Notice is sufficient if the signed receipt is returned or the certified mail is returned as "refused." If this notice is unsuccessful, or if, with reasonable diligence, the identity or address of the owner or owners cannot be determined, notice may be published twice consecutively in a daily or weekly newspaper having general circulation in the area.

Whether mailed or published, notice need not include a detailed inventory of the property. The notice may simply state that tangible personal property that may belong to the addressee, owner or former owner is located in or on real estate owned or controlled by the municipality, and that arrangements can be made with the municipality for its removal. See a sample notice in Appendix 8g.

If the property is not removed within 21 days after notice, or if the owner has claimed the property within 21 days but has not taken possession of it within 10 days after claiming it, the municipality may sell the property in any commercially reasonable manner. If the property

has no market value, the municipality may dispose of it. Records of the sale or disposition must be kept as any proceeds of sale (after unpaid taxes/assessments and expenses of storage, notice and sale) must be delivered to the State Treasurer along with a report.

A municipality has no responsibility (or liability for failure) to safeguard or otherwise preserve or protect abandoned personal property pending removal by its owner or other disposal.

Can Property be Sold Through an Installment Sales Agreement?

It is much preferable to collect the purchase price of tax-acquired property from the buyer in one lump sum payment. However, the municipal officers are often asked to allow a buyer to pay the sales price in several payments over time. If the municipal officers decide to enter into an agreement to sell property, the Maine Statute of Frauds (33 M.R.S.A. § 51) requires the contract to be in writing. Additionally, if residential property is sold on an installment basis where there will be five or more installments, Maine law requires that the agreement meet certain minimum requirements (33 M.R.S.A. § 481, *et seq.*). These requirements include a lengthy list of topics that the contract must address and certain safeguards for the buyer. These are listed in the law at 33 M.R.S.A. § 482. Appendix 8d is a sample installment contract for the sale of real estate, with instructions.

Although many municipalities use installment sales contracts to sell tax-acquired real property, their use raises significant legal issues. If the buyer defaults on payment of the installments, the municipality will likely have to bring a court action based on breach of contract, or more likely, may have to bring a formal foreclosure action before reselling the property. This is because 14 M.R.S.A. § 6203-F requires compliance with the mortgage foreclosure process in the case of all “contracts for the sale of real estate, including a bond for deed” (which is another name for “installment sales contracts”). Foreclosure actions are time-consuming and potentially costly, as the municipality would need to retain an attorney to represent it. Moreover, the court may extend the 60-day period of redemption to up to one year, thus making it difficult for the municipality to remarket the property.

In addition, if the buyer defaults by failing to make timely payments, the law governing installment payment contracts requires the municipality/seller to send formal written notice to the buyer and allow 35 days for the buyer to “cure” the default by paying all delinquent amounts. 33 M.R.S.A. § 482; 14 M.R.S.A. § 6111. Appendix 8e is a Notice to Cure form with instructions in the event that a purchaser fails to make payments under the contract. These forms were prepared by Sally J. Daggett, Esq. and David J. Jones, Esq. of the law firm of Jensen Baird Gardner & Henry.

Based on the concerns identified above, MMA Legal Services recommends against using installment sales contracts for the sale of tax-acquired property. Instead, under a local ordinance or policy, a municipality might require those who wish to repurchase such property simply to make a lump-sum payment, without entering into any contract for such sales. (See "Tax-Acquired Property & Installment Contracts," "Legal Notes," *Maine Townsman*, June 2004 in MMA's Tax-Acquired Property Information Packet on MMA's website.)

Should the Municipality Bring a Suit to Quiet Title?

A person may bring an action to quiet title in order to clear any issues surrounding that person's ownership of property and to remove any "clouds" on that title, thereby making the property more marketable and perhaps more valuable.

Municipalities are specifically authorized to bring a quiet title suit concerning tax-acquired property pursuant to 36 M.R.S.A. § 946. There are two situations in which a municipality may want to bring a quiet title action for property that it has tax-acquired. One situation is when the municipality wants to build on or substantially improve the property and does not want to risk losing its investment due to a title defect. The other situation is when the municipality wants to sell the property by warranty deed, which typically commands a much better sale price than a sale by quitclaim deed.

A suit to quiet title requires the services of a private attorney and is brought against all persons who might claim an interest in the property. As a part of the process, the court examines the tax lien procedure used by the municipality and, assuming no errors are shown to exist, declares that the municipality has good and marketable title.

Can a Tax Lien Mortgage be Assigned to a Third Party?

A recorded tax lien certificate gives the municipality all the usual rights under a mortgage except possession of the real estate. Thus, the municipality may assign (sell) the tax lien mortgage before the expiration of the 18-month redemption period. This is a very rare practice, but it is legally permissible.

Before a municipality assigns any tax lien mortgages, however, the legislative body of the municipality must vote to authorize someone, usually the municipal officers, to sell unmatured tax lien mortgages on behalf of the municipality. In a town meeting community, an article for that purpose should be included in the annual town meeting warrant each year. The article might be worded:

Article _____. To see if the Town will vote to authorize the Selectmen on behalf of the Town of _____ to sell and assign unmatured tax lien mortgages and all debts secured thereby on such terms and conditions as they see fit.

A form of a mortgage assignment based upon the statutory short form of a mortgage assignment (33 M.R.S.A. § 775) for these purposes is shown below:

Tax Lien Mortgage Assignment

Town/City of _____ [assignor], a Maine municipality which is the holder of a tax lien mortgage certificate for real property assessed to and dated _____, 20____ and recorded in the _____ County Registry of Deeds, Book _____, Page _____ assigns said tax lien certificate, all debts secured thereby and all interests pertaining to said certificate and said debts to _____ [assignee] for consideration received.

By the Municipal Officers of the Town/City of _____

Witness hand and seal this ____ day of _____ (here add acknowledgment).

There is at least one unresolved issue regarding the assignment of a tax lien mortgage. If a tax lien mortgage assignment is recorded in the Registry before the 45–30-day notice of impending foreclosure is sent, it is unclear whether the assignment relieves the municipal treasurer of the obligation to provide the notice to the appropriate parties. In other words, is the purchaser of the unmatured tax lien mortgage responsible for sending the foreclosure notice, or is this still the duty of the treasurer? To relieve the treasurer of his or her statutory obligation by mere assignment seems to run contrary to the legislative intent to afford the taxpayer and mortgagees ample and certain notice before losing the right to redeem. To avoid a problem with this, language could be included in the assignment to specify that the treasurer shall send the 45–30-day notice, and the assignment price can include an amount to compensate the treasurer or municipality for this service and the mailing costs.

In such cases, if the taxpayer or a mortgagee wishes to obtain a discharge of the tax lien mortgage, he or she must deal with the assignee of the tax lien mortgage. The assignee of record, rather than the municipal treasurer, must discharge the tax lien mortgage upon payment.

Tax-Acquired Property: Refunds Now Permissible

Maine Townsman - June, 2015

Until last month municipalities had neither the duty nor the authority to refund any excess proceeds of sale of tax-acquired property to the former owner (see "Tax-Acquired Property: No Refunds of 'Surplus'," Maine Townsman, "Legal Notes," December 2008). But now the Maine Legislature has made refunds permissible (though not required) provided they are authorized by local ordinance (see 36 M.R.S.A. § 949, enacted by PL 2015, c. 53, eff. May 8, 2015).

The new law defines "excess" proceeds of sale as any amount exceeding (1) all property taxes and interest owed on the property, including taxes that would have been assessed had the property not been tax-acquired; (2) the municipality's cost of the lien and foreclosure; (3) the municipality's cost of maintaining and disposing of the property; and (4) unpaid sewer, water or other charges and fees imposed by the municipality.

If a municipality wishes to permit refunds, an ordinance must be enacted by the local legislative body (town meeting or town or city council). If a municipality does not wish to permit them, no action is required.

The ordinance must contain standards governing disbursement of the excess and procedures "that protect the interests of the taxpayers." It is not clear what this last part means beyond making sure that everything owed to the municipality and all of its associated costs are deducted from the sale proceeds before the excess (if any) is refunded.

MMA Legal Services has no sample ordinance for this. Municipalities wishing to permit such refunds should work closely with local legal counsel to ensure full compliance with the new law. (By R.P.F.)

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

FUTURE AGENDA ITEMS

Future Agenda Items - Proposed DRAFT

March - Potential Meeting / Workshop Items

Review of Draft Ordinances / Ordinance Amendments - 60 minutes
Meeting with Craig Hickman and Shenna Bellows - 60 minutes
Review of a new Dispatching Agreement with the State of Maine - 5 minutes
Initial Warrant Review - 45 minutes
Review and approve a Final Interlocal Agreement for solid waste - 15 minutes

April - Potential Meeting / Workshop Items

Municipal Solid Waste RFP - 4/3
Final Budget & Warrant Review - 4/3
Kents Hill School Liquor License Renewal - 4/3
Budget and Warrant Approval - 4/18
Emergency Operations Plan Tabletop exercise - 4/18

Potential Future Meeting Items:

Marijuana Regulation
Safety and access issues on Church Road
Plastic Recycling
Review of the Appeals Process

Potential Future Workshops:

Personal Property Taxes

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

FYI



207.377.2848 | PO Box 261 - 331 Main Street
www.tkl.org | Winthrop, Maine 04364

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Jean Scudder (VP)
Amy Trunnell (T)
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Jym St. Pierre
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Staff

Theresa Kerchner (ED)
Gina Lamarche
Jean-Luc Theriault

Eric Dyer
Town of Readfield
Old Kents Hill Road
Readfield, Maine 04355

Dear Eric,

We want to thank you, the selectmen, and the citizens for Readfield for your past support of the Kennebec Land Trust. Your municipal membership dues allow the Trust to continue its important conservation and educational work. Thank you for your support of KLT in 2017 with a \$250.00 contribution (check number 63981 dated January 26, 2017).

As a regional land trust, working in 21 communities, KLT has now conserved over 5,600 acres of forest, farmland, and shoreline with 40 miles of hiking trails.

In addition to protecting these important places, KLT provides educational and outdoor recreational opportunities on its properties throughout the year, which Readfield residents and the public are invited.

Thank you for your ongoing support and commitment to KLT.

Sincerely,

Mary Denison
Howard Lake
Amy Trunnell
Marty Keniston
Robert Marvinney
Jean Scudder
KLT Board Members, Readfield

Theresa Kerchner
Executive Director

*Thank you Eric!
Please call if
you need any
information about
our programs.
TK*

February 15, 2017

