Readfield Select Board Meeting Agendas July 24, 2017, Readfield Town Office

Select Board Meeting starts: 6:00 PM Meeting ends (unless extended): 9:00 PM

Executive Session - 30 minutes

To have the Select Board enter into executive session to discuss a labor negotiation matter, specifically the pending collective bargaining agreement with AFSCME 93 - Local 2011-00, pursuant to 1 MRSA, Section 405, subsection 6(D).

Pledge of Allegiance

Regular Meeting - 10 minutes

18-001 - Minutes: Select Board meeting minutes of June 26, 2017.

17-002 - Warrants: #57 - 59 (FY17) & #1 - 4 (FY18).

Appointments, Reappointments, and Resignations - 5 minutes

18-003 - Appoint Jerry Bley to the Parks Commission

18-004 - Appointment of Gary Keilty to the Parks Commission

18-005 - Appoint Robin Lint as Registrar of Voters

Communications - 35 minutes

Select Board communications. - 10 minutes

Town Staff reports - 10 minutes

Boards, Committees, Commissions & Departments - 5 minutes

- Trails Committee minutes of April 25, 2017
- Readfield Water Association minutes of May 9, 2017
- Library Board minutes of June 7, 2017

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

Short Break

New Business - 95 minutes

18-006 - Rob Peale - Readfield Trails presentation on the Esker Trail - 15 minutes

18-007 - Consider a new municipal website & provider - 15 minutes

18-008 - Select Board organizational items: - 15 minutes

Election of Chair (to be taken out of order at the start of the meeting)

Election of Vice Chair (to be taken out of order at the start of the meeting)

Election of Assessors

Appointment of note taker

Appointment of warrant reviewers (quarterly)

Appointment of Solid Waste and Recycling Committee liaison

Other appointments as necessary

18-009 - Discussion of a local tax relief program for low/fixed income residents - 20 minutes

18-010 - Consider ratification of the proposed labor union contract - 15 minutes (pending discussion in executive session)

18-011 - Maine Municipal Association Annual Election Ballot - 5 minutes

18-012 - Signing of P.A.C.E. Agreement - 5 minutes

18-013 - Signing of Transfer Station Interlocal Agreement - 5 minutes

Future Agenda Items - 5 minutes

Adjournment

EXECUTIVE SESSION

REGULAR MEETING

- MINUTES
- WARRANTS

Readfield Select Board Regular Meeting Minutes – June 26, 2017 – *Unapproved*

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

Others Attending: William Starrett (Channel 7), Ann Keilty, Gary Keilty, Grace Keene, Ann Mitchell,

Romaine Turyn, Marianne Perry, John Perry, Nelson Peterson

Excused Absences: Eric Dyer (Town Manager), Kristin Parks (Board Secretary)

Regular Meeting

Mr. Bourgoine called the meeting to order at 6:30 pm followed by The Pledge of Allegiance.

- 17-214 Minutes: Select Board meeting minutes of June 12, 2017
 - ➤ Motion made by Mrs. Woodsum to approve the Select Board meeting minutes of June 12, 2017 as amended, second by Mr. Parent. Vote 5-0 in favor.
- 17-215 Warrants #54, #55 & #56
 - ➤ Mr. Bourgoine reviewed Warrants #54, #55 & #56.
 - Motion made by Mr. Bourgoine to approve Warrants #54, #55 & #56 in the amount of \$55,600.06, second by Mrs. Woodsum. Vote 5-0 in favor.

Appointments, Reappointments and Resignations

- 17-198 Appoint Nelson Peterson to the Parks Commission
 - > Nelson Peterson was present for his appointment.
 - ➤ Motion made by Mrs. Woodsum to appoint Nelson Peterson to the Parks & Recreation Ad Hoc for one year ending 06/30/2018. Second by Mr. Dunham. Vote 5-0 in favor.
- 17-216 Appoint Andy Tolman to represent Readfield on the 30 Mile River Association
 - ➤ Motion made by Mrs. Woodsum to approve the appointment for Andy Tolman to the 30 Mile River Association for one year ending 06/30/2018. Second by Mr. Parent. Vote 5-0 in favor.
- 17-217 Reappoint John Blouin to the Board of Appeals
 - > Motion made by Mrs. Woodsum to reappoint John Blouin to the Appeals Board for a term ending in 2020, Second by Mr. Parent. Vote 5-0 in favor.

Communications

- Select Board Communications
 - ➤ Mrs. Sammons reported that she is now the representative for the Legal Policy Committee with Mr. Dyer as her alternate.
 - > The Select Board thanked Tom Dunham for his three years of serving on the Select Board and all his hard work and dedication.
 - ➤ Mr. Dunham made a donation for Heritage Days from his company.
- Town Manager's Report
 - > Not reviewed but was passed out to Select Board

Treasurer's Warrant

Warrant #57

\$3,270.62

Date: 06/29/2017

To the Treasurer of Readfield:

This is to certify that there is due and chargeable to the accounts listed below the sums indicated, and you are directed to pay the amounts listed to the payees named herein.

| Payee | Account | Amount | Check numbers | |
|-------------------|------------------|-------------|---------------|--|
| Sec. State, Maine | Accounts Payable | \$3,270.62 | 64616 | |
| | Total | \$ 3,270.62 | | |

| | Bruce Bourgoine, Chair |
|------------|-------------------------------|
| · | Christine Sammons, Vice Chair |
| | Thomas Dunham |
| John Parat | John Parent |
| | Kathryn Woodsum |

Readfield 8:49 AM

Vendor-----

Warrant Recap

Warrant 57

Amount Account----

00086 SECRETARY OF STATE (MOTOR VEH) 3,270.62 GENERAL FUND / Motor Veh Fe

Prepaid Total-- 0.00

Current Total-- 3,270.62

Warrant Total-- 3,270.62

06/29/2017 Page 1

Teasmer's Warrant

Warrant # 58

\$13,045.04 Date: 07/14/2017

To the Treasurer of Readfield:

This is to certify that there is due and chargeable to the accounts listed below the sums indicated, and you are directed to pay the amounts listed to the payees named herein.

| Payee | Account | Amount | Check numbers |
|-----------------|------------------|--------------|---------------|
| Various Vendors | Accounts Payable | \$13,045.04 | 64618-64646 |
| | | | |
| | Total | \$ 13,045.04 | |

| | Bruce Bourgoine |
|-------------------|-------------------|
| Christine Sammons | Christine Sammons |
| Jam Garat | John Parent |
| | Dennis Price |
| | Kathryn Woodsum |

Warrant 58

| Vendor | <u>A</u> mount | Account |
|---------------------------------------|-------------------|--|
| 00512 AAA BUSINESS STORAGE CONTAINER | 85.00 | REC,PARKS/AT / BEACH - UTILITIES / LAVATORY |
| 00512 AAA BUSINESS STORAGE CONTAINER | 170.00 | REC,PARKS/AT / REC BOARD - UTILITIES / LAVATORY |
| 00431 A-COPI Imaging Systems | 481.81 | GENERAL GOVT / Admin - ADMIN / OFFICE SUP |
| 00747 Anna Carll | 20.87 | COMM SERVICE / Animai Cntrl - PERSONNEL / MILEAGE |
| 00022 Audette's Hardware | 7.77 | Rds & Drain / Road Maint - PUBLIC WAYS / SIGNS/SUPPLY |
| 00324 Central Maine Fire Pros | 16.50 | SOLID WASTE / TRANSFER STA - BUILDING O&M / MAINTENANCE |
| 00635 CPRC Group | 871.02 | SOLID WASTE / TRANSFER STA - CONTRACT SVC / DEMO TIPPING |
| 00853 David Morrow | 280.17 | TOWN BLDG / Gile Hall - BUILDING O&M / MAINTENANCE |
| 00633 Ed's Small Engine Repairs | 127.69 | REC,PARKS/AT / BEACH - EQUIP O,R &M / EQUIP MAINT |
| 00633 Ed's Small Engine Repairs | 30.00 | Rds & Drain / Vehicle Mnt - EQUIP O,R &M / EQUIP MAINT |
| 00819 eWaste Recycling Solutions, LLC | 14.94 | SOLID WASTE / TRANSFER STA - CONTRACT SVC / UNIV WST DSP |
| 00043 Fire Tech and Safety | 900.00 | PROTECTION / FIRE DEPART - EQUIP O,R &M / FIRE EQUIP |
| 00043 Fire Tech and Safety | 175.00 | PROTECTION / FIRE DEPART - EQUIP O,R &M / PPG |
| 00043 Fire Tech and Safety | 28.00 | PROTECTION / FIRE DEPART - EQUIP O,R &M / PPG |
| 00936 Gary Quintal | 54,84 | GENERAL GOVT / Code Enforce - PERSONNEL / MILEAGE |
| 00489 Glen Hawes | 21.40 | SOLID WASTE / TRANSFER STA - PERSONNEL / MILEAGE |
| 00495 Hammond Tractor Company | 42.65 | CEMETERIES / CEMETERIES - EQUIP O,R &M / EQUIP MAINT |
| 00495 Hammond Tractor Company | 4 2.65 | CEMETERIES / CEMETERIES - EQUIP O,R &M / EQUIP MAINT |
| 00083 Kennebec Cnty Registry Of Deeds | 38.00 | GENERAL GOVT / Admin - ADMIN / RECORDING |
| 00843 Knowles Lumber Company | 40.00 | Rds & Drain / Road Maint - PUBLIC WAYS / SIGNS/SUPPLY |
| 00759 Kristin Parks | 5.35 | GENERAL GOVT / Admin - PERSONNEL / MILEAGE |
| 00657 Maine Information Network | 6.00 | SOLID WASTE / TRANSFER STA - ADMIN / OFFICE SUP |
| 00454 MaineGeneral Medical Center | 139.00 | SOLID WASTE / TRANSFER STA - ADMIN / MISC. |
| 00018 Marshall Grinding Inc | 7,814.84 | SOLID WASTE / TRANSFER STA - CONTRACT SVC / WOOD/BRUSH |
| 00138 On Scene Tags | 19.00 | PROTECTION / FIRE DEPART - EQUIP O,R &M / PPG |
| 00075 PARIS FARMERS UNION | 143.69 | REC,PARKS/AT / Trails - PUBLIC WAYS / MATERIALS |
| 00858 PETTY CASH | 30.00 | CEMETERIES / CEMETERIES - EQUIP O,R &M / FUEL/OIL |
| 00561 Records Management Center | 40.00 | GENERAL GOVT / Admin - ADMIN / OFFICE SUP |
| 00192 SEACOAST SECURITY & TELE.,INC | 175.97 | TOWN BLDG / Fire Station - BUILDING O&M / ALARM |
| 00647 Soule's Auto Supply | 10.09 | PROTECTION / FIRE DEPART - EQUIP O,R &M / FIRE TRUCKS |
| 00647 Soule's Auto Supply | 180.31 | PROTECTION / FIRE DEPART - EQUIP O,R &M / FIRE TRUCKS |
| 00462 STAPLES CREDIT PLAN | 21.70 | GENERAL GOVT / Admin - ADMIN / OFFICE SUP |
| 00207 Teresa Shaw | 59.39 | GENERAL GOVT / Admin - PERSONNEL / MILEAGE |
| 00032 Troiano Waste Service,Inc | 875.00 | SOLID WASTE / TRANSFER STA - CONTRACT SVC / TS HAULING |
| 00094 WHITE SIGN | 76.39 | Rds & Drain / Road Maint - PUBLIC WAYS / SIGNS/SUPPLY |
| Prepaid Total | 0.00 | |
| | | |

Warrant Total--

13,045.04

Treasurer's Warrant

Warrant #1 & 2

\$358,773.16

)3 Date: 7/14/2017

To the Treasurer of Readfield:

This is to certify that there is due and chargeable to the accounts listed below the sums indicated, and you are directed to pay the amounts listed to the payees named herein.

| Account | Amount | Check #'s |
|---------------------|---------------------|---|
| Payroll | \$15,987.62 | 64665-64685 |
| | | 164665-164676 |
| Accounts Payable | \$342,785.54 | 64617, 64647-64664 |
| Total | \$358,773.16 | |
| - | Accounts Payable | Payroll \$15,987.62 Accounts Payable \$342,785.54 |

| | Bruce Bourgoine |
|-------------------|------------------------|
| Christine Sammons | Christine Sammons |
| John Bart | John Parent |
| (Dering () | Dennis Price |
| | Kathryn Woodsum |

Warrant 1

| Vendor | Amount | Account |
|--------------------------------------|------------|---|
| 00210 Avenet, LLC | 540.00 | GENERAL GOVT / Admin - CONTRACT SVC / WEB HOSTING |
| 00210 Avenet, LLC | 60.00 | SOLID WASTE / TRANSFER STA - CONTRACT SVC / WEB HOSTING |
| 00031 Central Maine Power Co | 15.04 | Rds & Drain / Winter Maint - UTILITIES / ELECTRIC |
| 00031 Central Maine Power Co | 13.41 | COMM SERVICE / Street Light - COMMUNITY SV / STREET LIGHT |
| 00031 Central Maine Power Co | 15.04 | REC,PARKS/AT / BEACH - UTILITIES / ELECTRIC |
| 00031 Central Maine Power Co | 114.01 | SOLID WASTE / TRANSFER STA - UTILITIES / ELECTRIC |
| 00031 Central Maine Power Co | 23.51 | PROTECTION / Tower Sites - UTILITIES / ELECTRIC |
| 00031 Central Maine Power Co | 466.33 | COMM SERVICE / Street Light - COMMUNITY SV / STREET LIGHT |
| 00791 Group Dynamic Inc | 8.00 | GENERAL GOVT / Admin - INSURANCE / HRA |
| 00791 Group Dynamic Inc | 8.00 | SOLID WASTE / TRANSFER STA - INSURANCE / HRA |
| 00055 KV Humane Society | 1,032.71 | COMM SERVICE / Animal Cntrl - CONTRACT SVC / KVHS |
| 00760 KVCOG | 4,295.00 | COMM SERVICE / KVCOG - ASSESSMENTS / KVCOG |
| 00066 Maine Municipal Association | 2,628.60 | GENERAL GOVT / Insurance - INSURANCE / WORKERS COMP |
| 00066 Maine Municipal Association | 9,489.50 | GENERAL GOVT / Insurance - INSURANCE / PROP & LIAB |
| 00218 MAINE RESOURCE RECOVERY ASSOC | 150.00 | SOLID WASTE / TRANSFER STA - ADMIN / TRAIN & CONF |
| 00111 MaineToday Media | 74.36 | BOARDS & COM / Planning Brd - ADMIN / ADVERTISING |
| 00640 Pitney Bowes, Inc | 76.25 | GENERAL GOVT / Office Equip - ADMIN / POSTAGE |
| 00069 Regional School Unit#38 | 302,579.99 | EDUCATION / RSU#38 - ASSESSMENTS / RSU#38 PYMT |
| 00192 SEACOAST SECURITY & TELE.,INC | 90.00 | TOWN BLDG / Fire Station - BUILDING O&M / ALARM |
| 00086 SECRETARY OF STATE (MOTOR VEH) | 2,741.25 | GENERAL FUND / Motor Veh Fe |
| 00596 Tent Shop | 696.00 | REC,PARKS/AT / HERITAGE DAY - RECREATION / HD EQUIP |
| 00313 Toshiba Financial Services | 161.41 | GENERAL GOVT / Office Equip - EQUIP O,R &M / OFFICE LEASE |
| 00509 TREAS., STATE OF MAINE (DEP) | 307.00 | REC,PARKS/AT / Millstream - RECREATION / Millstream |
| 00100 TREAS., STATE OF MAINE (DOGS) | 51.00 | GENERAL FUND / Dog Fees Sta |
| 00098 TREAS., STATE OF MAINE (IFW) | 10,988.41 | GENERAL FUND / Rec Veh Fees |
| 00101 TREAS.,STATE OF MAINE (Vitals) | 110.80 | GENERAL FUND / Vitals State |
| 00200 VER-TRAN INC | 750.00 | TOWN BLDG / Gile Hall - BUILDING O&M / ELEVATOR |
| 00097 Winthrop, Town of | 5,299.92 | PROTECTION / Dispatching - CONTRACT SVC / DISPATCH |
| | | |

Prepaid Total-- 3,388.59

Current Total-- 339,396.95

Warrant Total-- 342,785.54

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.

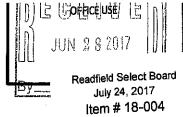
| Which Board, Committee or Commission are you applying for? Ad Hoc Parks Commission Term: Term: Tyear 2018 |
|---|
| Do you have previous experience on this board or committee? Yes No |
| Name: <u>Jerry Bley</u> Phone (H): <u>685-3872</u> |
| Street address: 27 61 Phone (C): 441-2286 |
| Mailing address: |
| E-Mail: |
| Below please tell us of any experience and/or training that might be useful in this position. |
| Member of Readfield Conservation Commission for several decades |
| Co-coordinator of Mill Stream Dam project |
| Own and operate a land use consulting pusiness |
| Below please tell us the reason you are interested in applying for this position. |
| Represent RCC |
| |
| |
| If you are currently employed, what is your position? |
| Principal, Creatur Conservation, LLC |

APPLICATION FOR APPOINTMENT FOR:

| Name: Jevin Bley Position: Parks Commission Term: 1400 2018 |
|--|
| "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. |
| Name: Date: Date: |
| CLERK'S USE BEFORE THE APPOINTMENT |
| This is a Consecutive Re-Appointment Yes X No New Position |
| Was this position advertised? Yes No If no, please explain: |
| Confirmation from Applicant of attendance at Select Board Meeting if required. |
| Confirmed meeting date: |
| SELECT BOARD APPOVAL |
| To Jerry Bley of Readfield, in the County of Kennebec and State of Maine: There |
| being a position on the Advoc Por US 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: |
| thru 6-30-18. Given under our hand this day of 5017. |
| Bruce Bourgoine DENNIS PRICE 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 |
| Revised 08/01/2016 for in office use. |

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.

| applicant will likely have a frequent or recurring conflict of interest. | |
|---|--|
| Which Board, Committee or Commission | |
| are you applying for? AD Noc PARK COMMISSION Term: 1 40 | |
| Do you have previous experience on this board or committee? Yes No | |
| Name: GARY KEINTY Phone (H): 685-4303 | |
| Street address: 209 OLD KENTS HILL Phone (C): 242-6753 | |
| Mailing address: PO BOX 336 READFIELD | |
| E-Mail: tykel @ myfairpoint. net | |
| Below please tell us of any experience and/or training that might be useful in this position. | |
| FORMER MEMBER OF READPIELD TRAILS | |
| Below please tell us the reason you are interested in applying for this position. | |
| TOTAL COMMUNITY PERSPECTIVE WOULD BE | |
| BENEFICIAL | |
| | |
| If you are currently employed, what is your position? | |
| | |

APPLICATION FOR APPOINTMENT FOR:

| Name: CARY KEILTY Position: AD HER PARK Com. Term: 14 | n |
|--|---------|
| "By signing this application for this position the Applicant understands and agrees that the information contained application is required by law to be available for public viewing and agrees to hold the Town of Readfield harmles any misuse of the application information by anyone viewing it. As a member of this board, committee or committee | ss from |
| Check one! I approve the use of my e-mail and phone numbers on the Town's public sites and publications. | ٠. |
| Name: Sawy Seilly Date: 6-27- | |
| 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. | .* |
| Confirmed meeting date:, 20 | |
| SELECT BOARD APPOVAL | |
| To Gang Keilty of Readfield, in the County of Kennebec and State of Maine: | There |
| being a position on the Adhoc Paril Co we the Select Board of the Muni | |
| of Readfield do, in accordance with the provisions of the laws of the State of Maine, hereby appoint said position within and for the Municipality of Readfield, such appointment to be effective: | you to |
| | 1 20 |
| thru 6-30-18 . Given under our hand this day of | 20 |
| | |
| 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 | |
| Revised 08/01/2016 for in office use. | |



TOWN OF READFIELD

8 OLD KENTS HILL RD. • READFIELD, MAINE 04355 Tel. (207) 685-4939 • FAX (207) 685-3420

Office of Registrar Certificate of Appointment

To: Robin Lint

| Pursuant to 21-A M.R.S.A. ss101.2 I, the unhereby appoint you as Registrar . | - | en of the municipality of Readfield, do |
|---|--|---|
| Your term of office is to expire on January Given under our hands on this th day o | | |
| Orven under our names on ans in day o | 1 July, 2017. | |
| Bruce Bourgoine | John Parent | Dennis Price |
| Christine Samm | ons Kathryn Mi | lls Woodsum |
| Mun | Oath of Office icipality of Readfield, Main | e |
| | July | , 2017 |
| I, Robin L. Lint, do swear, that I will support I shall continue a citizen thereof. (Constitution | | |
| I, Robin L. Lint, do swear, that I will faithfume as Registrar of Readfield according to the | * • • • • • • • • • • • • • • • • • • • | • |
| | Ro | bin L. Lint |
| State of Maine County of Kennebec, ss | June | , 2017 |
| Personally appeared before me the above-na Registrar in said municipality and took the | | · · · · |
| | Before me, | |
| | | ,Deputy Clerk |

COMMUNICATIONS

- SELECT BOARD
- STAFF REPORTS
- BOARDS & COMMITTEES
- Public Communications



TOWN OF READFIELD

8 OLD KENTS HILL ROAD • READFIELD, MAINE 04355 Tel. (207) 685-4939 • Fax (207) 685-3420 Email: Readfield@roadrunner.com

Town Manager Report

July 24, 2017

Solid Waste & Recycling:

- New window decals have been designed and ordered for the Transfer Station.
- The backhoe has been sent off for repairs and we have a "loaner" in place.
- I met with an engineer from CES at the Transfer Station to discuss their assistance with finalizing the design for traffic flow and parking there.
- We are pursuing repair or replacement of two of our older 40 yard open-top roll-off containers. They are getting to the point where they are unsafe to haul over the road.

Maintenance & Infrastructure:

- Brush cutting is occurring on Lane Rd. Old Kents Hill is next up.
- We are awaiting the return of the mower attachment from Hammond Tractor next week so we can begin roadside mowing.
- I am working with two committees on finalizing grant applications, and have begun the application process for the prospective Church Rd. Sidewalk.
- Also underway is a grant application for the expansion and improvement of the parking area at the Fairgrounds.
- Two engineers on the Road Committee assisted me with revising our project specifications for repairs to Luce Rd. and Gay Rd. through site visits over a two-day period. They also weighed in on the Church Rd. Sidewalk. Thank you to Doug Riley and Roland Cote for going above and beyond.
- We had use of a DOT speed trailer for two weeks in July. The trailer was deployed on the following roads Church, Sturtevant Hill, P Ridge, South, and Harmony Hills.
- We sold 1111 Main St. for \$65,100. After we deduct all past-due taxes and fees (\$5,780.21), broker fees (\$3,906), and other fees (about \$30), we are left with over \$55,000 to apply toward the public good. We held the property for under four months at very little cost to the Town. I appreciate the support of the Board in working with a broker as I believe this approach allowed us to double (or more) the return we would have realized through an auction. The property is already being improved by the new owner, which is a valued change from the inattention of the bank we foreclosed upon.

Personnel:

- The Town office was open on July 3rd when a lot of offices weren't and this made many residents, particularly summer residents, happy. Thanks are due to Robin and Teresa for covering the front counter to make it possible.
- Robin has been a great help in preparing for the Ballfield Dedication / Volunteer Appreciation event on Saturday, July 21st. I want to thank everyone who attended this special event!

- Robin has also been invaluable to the Heritage Days Committee by assisting with their program development and publication materials. The event is coming together nicely.
- Gary (CEO) and I visited the cabin that burned on Campers Point. The owner was on site and thanked the Readfield Fire Department repeatedly for their help in putting the fire out and protecting other properties. There are several permitting issues that the property owner needs to work through, in addition to navigating insurance issues. Gary is being as accommodating a possible.
- Town staff assisted with the pick-up and delivery of firewood donated by a resident to a recipient through our heating assistance program.

Announcements:

- Our semi-annual Heritage Days event is fast approaching on August 11 and 12!
- The Summer Residents Meeting will be held August 4th at 5:00pm at Gile Hall.
- The Select Board Retreat will be held August 18th at 9:00am at Gile Hall.



TOWN OF READFIELD

8 OLD KENTS HILL ROAD • READFIELD, MAINE 04355 Tel. (207) 685-3290 • Fax (207) 685-3420 Email: Readfield.ceo@roadrunner.com

<u>Code Enforcement Officer's Report – June 30, 2017</u> (January to June, 2017)

Regular Activities:

<u>Inspections:</u> I conducted 24 site visits on average per month for this period. 37 building related permits were approved for this period. I received 2 written reported violations, 1 has an approved building permit and notation on the permit that the new shed should not be used as a dwelling. I will have a more detailed report for July.

<u>Planning Board:</u> June 14 review asked for 6 changes to the Fogg Farm Homestead –East subdivision The Board approved all changes, public input was all positive. The next reports will be on a monthly basis.

Building Permits – January to June:

The permits issued during the period covered by this report include 5 new homes, 19 home additions / garages (including a \$200,000 renovation), 5 new driveways, 8 others include wood harvest, sign and home occupations.

Plumbing Permits – January to June:

The permits issued during this period include 10 external / septic designs and 18 internal / new or inside renovations. Town share of permit fees totaled \$2,710.

Special Projects:

I have been working with the Assessor's Agent to ensure a smooth transition following Jacki's departure. We have been reviewing new out parcels / lot splits, sketching their new boundaries on the tax maps, changing and adding new tax records. I have been reviewing subdivisions, Town wide, to insure that taxable lots are properly identified and properly recorded on the tax maps and have related tax cards. I drafted and presently using a Land Use Complaint Form (LUCF), which is included with this report. I would like the Board to review the LUCF and welcome any changes to clarify the complaint form.



TOWN OF READFIELD

8 OLD KENTS HILL RD. • READFIELD, MAINE 04355 Tel. (207) 685-4939 • Fax (207) 685-3420

LAND USE ORDINANCE COMPLAINT FORM

| REPORTED TO | DATE RECEIVED |
|---------------------------|--------------------------------|
| SENT TO | DATE RECEIVED |
| TAX MAP #LOT # | DISTRICT |
| | PRINT NAME OF ALLEGED VIOLATOR |
| *SIGNATURE | · |
| ADDRESS | ADDRESS |
| E-MAIL | E-MAIL |
| | PHONE # |
| DESCRIPTION OF VIOLATION: | |
| DIRECTIONS TO AREA: | |
| FIELD ACTION: | |

Readfield Trails Committee Minutes April 25, 2017

Present: Gary Keilty, Ann Keilty, Rob Peale, Jeanne Harris, Bob Harris, Ken Clark, Greg

Durgin, Holly Rahmlow, Becky Walsh

Excused: Romaine Turyn, Nancy Buker

The meeting was called to order at 6:30 p.m.

We began with a discussion about the recording secretary position for which Holly volunteered. Rob moved that Holly be nominated as secretary, Becky and Ken seconded, all approved.

Rob moved, Jeanne seconded that minutes be approved. Passed unanimously.

Ken led a discussion on the ideas for the long-term strategic plan.

Jeanne suggested we have a regular trails day, such as the one annually held for picking up litter on the roads. It could be done on National Trails Day or some other time in the spring.

Bob talked about how he built a pressure-treated bench and suggested we build some to put up on the trails. He said his bench cost \$28 including staining. He said they can be mounted on four-by-four posts and are pretty easy to do.

Ken distributed a list of the other ideas members submitted to him (attached), and they were discussed.

Ann talked about No. 1, a commitment to the open space plan calling for trail connections from Maranacook Community School to the village area. There was discussion about the term universally accessible trail and what it means and how we might meet that goal as part of our strategic plan.

Rob asked where we might put the benches up and whether we could do so on KLT property. We discussed the poor maintenance of some KLT trails.

Ken continued discussion of ideas, which included a relay race from trail to trail, adding a liaison person to the schools

Discussed how we might work with the new maintenance supervisor at the school and the possible use of the parking garage for the Esker Trail.

Idea number 4 is improving our image with more PR.

Idea number 5 was about the financial aspect of Trails.

Idea number 6 suggested working together with other community groups and offered ideas for other possible trail connections.

Number 7 was pursuing and promoting the Church Road sidewalk.

Number 8 suggested promoting a unified effort for the procurement of trail and informational signs for the newly acquired KLT properties that would match our efforts for the Readfield trails.

Number 9 suggested putting together a more comprehensive map of the trails in Readfield, including the KLT and snowmobile trails.

Rob suggested some possible options for connecting some of the trails, such as the Morrow Trail.

Ken will incorporate some of the ideas discussed with the overall strategic plan. We thanked Ken for his efforts in developing the long-term plan.

Bob updated the progress on Heritage Days. Wine and cheese will be served from 5 to 7 the Friday before at the Historical Society, with fireworks that evening. He also went over the schedule. One new thing will be pontoon boat rides on the lake. The snowmobile club is doing the barbecue. There will be a bean supper and book sale as usual. A suitcase, three-legged and carry-your-wife races are planned.

Bob said the Mill Stream project permits are out for approval.

Gary asked for the group's impression of the KLT presentation and plans for its new property. It was noted that the KLT was looking at perhaps starting with a rough trail, and that they need volunteers.

Greg noted that he has a couple of guys willing to help because they are hoping that the new KLT trails will be mountain-bike accessible.

Becky asked whether horses are allowed on the trails. No one knew the answer re KLT, but Gary said they are allowed on Readfield trails, such as Fairground.

Gary mentioned that the town is having a welcoming social at the Methodist Church from 12 to 2 p.m. Saturday, April 29, where different groups will be there with information about things going on in Readfield.

Kents Hill Service day is April 27 at the Upper Trail. Greg and Gary walked the trail, made plans for the work, including putting in a culvert and doing some ditching. Greg discussed plans for the work.

Greg suggested we do something for National Trails Day, Saturday, June 3. He said he would stand out in front of the trails and give out water and a trails map.

Jeanne suggested we do something about tick prevention. Ann suggested we put that information with the map in a packet to give out to people. Greg suggested we might do it from 10 a.m. to 1 p.m.

We discussed the Fairgrounds Trail parking lot and the trail going around it. It is a safety issue to have kids running and biking through the parking lot as cars come and go. Gary and Ann gave Eric a sketch (attached) and he is going to see about funding for the work. We already have the bluestone to put down.

Bob updated the progress on the Church Road sidewalk. The \$45,000 for the sidewalk has been set aside, but the town has to vote to commit the funds as seed money for possible grants.

Greg noted that there are funding issues because the bids to replace the dam on Maranacook Lake came in a lot higher than expected.

Jeanne noted that there will be some opposition to the Church Road sidewalk because the houses are close to the road and there are lots of big trees along the route.

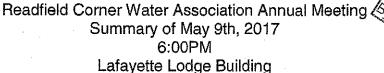
We discussed the fact that the existing sidewalk is being heavily used despite initial objections.

Greg moved the meeting adjourn at 7:55 p.m.; Bob seconded. Passed unanimously.

Minutes prepared and submitted by Holly Rahmlow

Ideas for the RTC Strategic Plan

- 1. Reinforce our 2006 commitment to the Open Space Plan calling for trail connections from MCS to the village area.
- 2. A relay race with teams putting one person on each of the Readfield trails. When the first person in the team reaches the end of their trail, the race official uses a cellphone to let the race official at the next trail know to send the next person on their way. This will help people know about all the different trails. A small entry fee could raise money for future work.
- 3. Establish a liaison person with the school. Further, we should encourage the school to form their own team with us as advisors on how to go about it.
- 4. Improve image, public relations and communication(s) with ALL citizens of the town... and budget/spend money, if necessary, to do so (bulletins, newspapers, community TV, Kiosks, school publications, etc.)
- Make a working, viable annual budget with input from all committee members to project out the next year's work. This would include discussions, documentation, motions for expenditure of funds, tracking in minutes, accountability, etc.
- 6. Work together with other community groups, clubs, agencies, etc. for a better comprehensive trail system, such as new trails on school properties (including the Elementary school), school tracks (firm-footing and close access) made available for use by seniors, snowmobile club trails (which are intra/interconnecting seasonal trail systems), MCS ski trail system for enthusiasts, new specialized bike trail system (the KLT newly acquired properties with extensive options/possibilities), etc.
- 7. Continuing active pursuit/promoting the Church Road sidewalk until finalized!
- 8. Promote a unified effort for the procurement of trail & informational signs for the newly acquired KLT properties that would match our efforts for all other Readfield community trail/pathway signs.
- 9. Put together a more comprehensive map of the trails in Readfield, including the KLT trails and the snowmobile club trail. Might need to a couple of pages.



ng By 101 1 4 2017

Ed Dodge called the meeting to order at 6:00PM. In attendance were Ed Dodge, Rick Wilson (via phone), Corda Kinzie, Dan Wells from Winthrop Utilities, and Donn Harriman, Town of Readfield representative.

Attendees Reviewed the Proof of meeting that was sent out on 4/27/2017.

Those assembled Approved the minutes of 2016 Annual Meeting

Ed reported on the Association's Investment balance to date \$749,741.14. That is up from \$687,000.00 last year. We are doing **VERY** well with this fund. This is a nice healthy surplus to be used for emergencies. A Small Systems grant for approximately \$21,000.00 will be added back into the investment fund. Ed will make up a sheet of this years' expenses for the other Directors. Dan reports the billing is going well. Dan reports the Lead and Copper levels are very good and that the new water aeration system is up and working well.

Rick Wilson was nominated, seconded, and voted in for another 3-year term as a Board Director.

Directors have been working with the Readfield Trails Committee. It seems that they thought that the 300' Well Head Protection Area was not a problem, however, there is another Test Well Head that would only be 190' from the trail. This makes it impossible to add to the trail as proposed. Ed will talk to the Town Manager about them not being able to use the route that was originally proposed.

Other:

- Dan will paint ceilings/walls of pumping station this summer
- Dan-Water level is good, Pumpage report is good.
- Dan-the sample port was removed from the Fire Station will need to be replaced-Don will check on it with the Fire Chief.
- Does anyone want to go to the Small System Collaborative meeting in June-Ed will check
- Ed-taking \$1500 per month out of investments now...was \$1000.00-sometimes operating \$\$\$ was tight. Ed will let Rick and Corda know about banking process. It is important to for the other directors to know how to make transfers
- Keep Donn H. on mailing list...the town does not inform him. Donn is the appointed representative from the town

Motion was made by Rick to adjourn at 6:28PM. Corda seconded - all in favor

READFIELD COMMUNITY LIBRARY BOARD MEETING JUNE 7, 2017

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

Those present were: Deb Peale, Brenda Lake, Pam Mitchell, Jan Tarbuck, Donna Witherill, Lori

Clark, Betty Peterson and Nancy O'Toole Meservier, Librarian.

Those excused were: Beverly Monsulick and Cricket Blouin.

May Secretary Report: The minutes of the May meeting were accepted with a couple of minor corrections.

May Treasurer's Report: The May Treasurer's report was accepted as presented. **Librarian's Report:**

- Ongoing Program: "Let's Talk About It" book club has one final program on June 21. It has been a successful program and will continue in the fall.
- Ongoing Program: Cribbage Club continues to be successful and will continue during the summer months. It meets on the first Wednesday of the month at 2:30.
- Upcoming Program: Summer Reading Kickoff Party is scheduled for Monday, June 19 at 6pm. Rain date is Wednesday, June 21 at 3pm. Nancy will promote program at elementary and middle schools. Library Trustees will help with the program.
- Upcoming Program: The schedule for Children's Hour is booked up through the end of July. If it goes well, we will run it through August. These weekly programs will be supplemented by "Our Geology is a Piece of Cake" by Katie Coppens on July 24 at 6:30 and end with the Chewonki visit in August.
- Summer Hours: Extended summer hours will be starting on Monday, June 19 and will continue until school starts in August. Summer hours are Monday 4 to 8 and Thursday, 10 to 2.
- Upcoming Program: Read ME is a summer reading program on two books with Maine authors.

Librarian's report was approved.

Old Business:

- Voting for slate of officers: The Board voted unanimously for the following slate of officers for next year. Deb Peale, Chairperson, Brenda Lake, Vice-Chairperson, Beverly Monsulick, Treasurer and Betty Peterson, Secretary.
- Summer Reading program assignments were given.

New Business:

- Book Sale: The annual book sale will be held on August 12 from 9 to 1 at the Firehouse in conjunction with Heritage Days. Assignments were discussed and we will follow-up with this in July.
- Update from Liaison Friends of the Readfield Library: The Friends of the Readfield Library will be holding a couple of fundraisers at the Library on Heritage Day.

- Tool box for physically challenged and aging residents: It was suggested that the Library have a tool box on hand. Nancy will check into it and then we may add it as a wish list item for the Friends.
- Little Libraries: Deb is pursuing this and will build one herself.

Next meeting will be held on July 12 at 6:30 at the Library. The meeting was adjourned at 7:55.

Respectfully submitted, Betty Peterson

NEW BUSINESS

Esker Trail Overview

Significance:

The trail north of the old landfill follows an esker. An esker is a sinuous ridge of sand and gravel originally deposited by a flowing stream below or within a glacier. The scenery is particularly interesting visually and presents a variety of habitats for nature viewing. The shape of the esker is highlighted by the presence of surrounding wetlands particularly along the area approaching the terminus.

Land Ownership:

The trail will extend across town-owned land around the transfer station and terminate at the end of an esker ridge on adjacent private land. Property boundaries are defined by monuments and some marked lines which have, for the most part, been identified by trails committee members. The involved landowners have given verbal approval including the landowners where there is any remaining uncertainty about boundary locations.

Parking:

Parking for the trail is proposed to be in the south west corner of the Union 42 bus garage parking area. This was discussed recently with the school superintendent who saw no roadblocks to this use.

Cost:

The intent is to locate a trail which will not require added materials and associated costs other than signage. Due to the presence of extensive open and forested wetlands, routing options for the trail are very limited without such inputs.

Trail Route:

The trail will enter the woods on the south side of the access road to the transfer station (see accompanying map of the approximate trail location). The access road has a wide shoulder which will enhance safety and minimize interference with traffic in and out of the transfer station. Site lines are clear and open and vehicle speeds would be low. Safety is better than on most town roadways where many of our citizens already walk, jog, and ride bicycles.

The trail continues southerly in the woods on town land west of the transfer station and the sand-salt shed. It crosses the access road to the sand-salt shed and continues out the old access road to the closed landfill. The crossing again has open site lines and could be marked by signage. The old access road provides access across the stream and wetlands to the higher dry ground on the east side of the property.

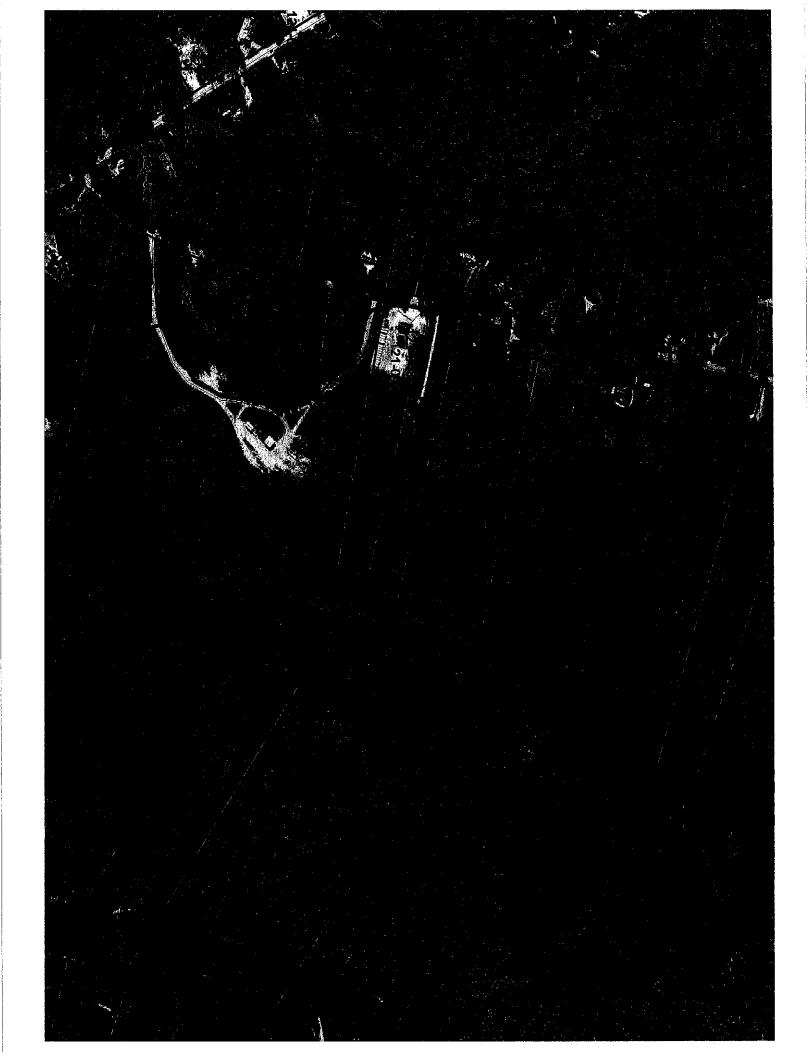
The trail will then enter the woods and continue around the south edge of the old landfill. It will then turn north in the woods along the east edge. The will eliminate any issues with

disturbance of the landfill cover (In any case a properly designed walking trail across the landfill would not impact the cover and would be allowable by the DEP).

The trail continues north in the woods perhaps occasionally skirting wetlands to the west. Where the esker ridge becomes most pronounced the trail crosses on to private land and ultimately ends where the ridge plunges into the wetlands.

Origin and History:

The trail was originally proposed to the trails committee by nearby private land owners. They proposed a trail that would have continued across the wetland to the west then northerly an undetermined distance across privately owned land. The trails committee chose to focus it efforts on the esker area.



Readfield Trail Agreements /Trail Easements Acceptance Policy

Before the Readfield Select Board accepts any trail agreement /trail easement from the Trails Committee, the Trails Committee must ensure that the following conditions have been met regarding each proposal coming from the Trails Committee.

- 1. That a private property owner has been engaged in discussions in a cordial, supportive, and cooperative manner regarding the potential trail agreement / trail easement.
- 2. That provisions have been made to maintain safe access to and from the use of trails over or on private property for the length of the trail agreement / trail easement.
- 3. That private property owners have been encouraged to provide public access and / or use of private property that is conducive to recreational trail use by working cooperatively with the town on trail agreements / trail easements before acceptance by the Select Board.
- 4. That conditions / locations / restrictions etc. regarding parking, if applicable, related to any trail agreement / trail easement have been finalized.

Board Criteria

Criteria for the Select Board to use when reviewing / accepting Readfield trail agreements / trail easements with private property owners or public entities.

- a. That the four conditions listed above have been successfully met:
- b. That the trail enhances the current trail system already in place throughout the town:
- c. That the Trails Committee, by a formal vote, has approved the proposed trail agreement / trail easement:
- d. That a member of the Trails Committee has made a presentation to the Select Board regarding the trail agreement / trail easement:
- e. That a signed agreement between the Trails Committee and the landowner has been submitted with the trail agreement / trail easement request for approval to the Select Board:
- f. The Trails Committee will track the time frame of all trail agreements / trail easements.
- g. If property is sold, the Trails Committee will contact the new owner and discuss the trail agreement in a cordial, supportive, and cooperative manner to see if the land owner wishes to continue with the agreement and, if so, for what length of time.

Readfield Trail Agreements / Trail Easements Acceptance Policy Adopted by the Select Board on March 25, 2015

| Unhine S. Pomodon | Sue Reay, Chair Valarie Pomerleau, Vice Chair |
|---------------------------------------|--|
| | Allen Curtis |
| The Saint | Thomas Dunham P. Greg Durgin |
| Attested by Robin L. Lint, Town Clerk | |
| Date | |

Virtual Towns & Schools

Bill Letsky Vice President November 15, 2016

Virtual Towns & Schools

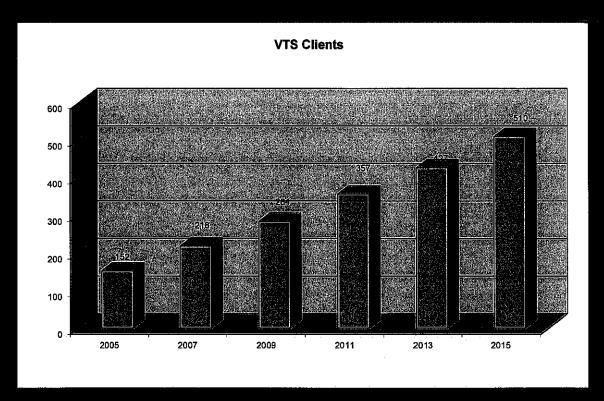
• Established 1998

Headquarters: Boxborough, MA

Data Centers: Portland, ME, Reston, VA

- Serving Towns, K-12 Schools & Municipal Departments
- Over 500 Municipal Clients in Northeast
- Full Service: Design, Development, Training, Hosting & Support
- Ala-Carte Menu of Modules to Expand Town Online Capabilities

Financially Stable & Consistent Growth



Maine Clients

Old Orchard Beach

Sebago

Poland

Kittery

Gray

Gardiner

Veazie

Lebanon

Standish

Falmouth

Mount Desert

Kennebunkport

Bethel

*Under Development

Eastport

Tremont

Buxton

South Berwick

Gorham

Otisfield

Boothbay

Sabattus

Hollis

North Yarmouth

Cumberland*

Bristol*

Vinalhaven*

The Keys to Our Success

Our Sole Focus: Municipal Sector

The Keys to Our Success

- Our Sole Focus: Municipal Sector
- An Engaged Service Provider
 - Strategy/Design Sessions
 - Department Planning Meetings
 - User Training

The Keys to Our Success

- Our Sole Focus: Municipal Sector
- An Engaged Service Provider
- Quick Access to Site Content
 - Traditional Navigation
 - Search Box
 - Core Information Modules
 - Resident/Business/Visitor Tabs
 - Online Document Center
 - "Where Do I Go For?"

The Keys to Our Success

- Our Sole Focus: Municipal Sector
- An Engaged Service Provider
- Quick Access to Site Content
- User Friendly Content Management
 - 4,000 Municipal Employees Online
 - Various Roles & Permissions:

The Keys to Our Success

- Our Sole Focus: Municipal Sector
- An Engaged Service Provider
- Quick Access to Site Content
- User Friendly Content Management
- User Safety Net:
 - Unlimited Live User Support (M-F, 9-5)
 - Comprehensive Documentation
 - New User Training: Monthly Webinars

The Keys to Our Success

- Our Sole Focus: Municipal Sector
- An Engaged Service Provider
- Quick Access to Site Content
- User Friendly Content Management
- User Safety Net
- Firm & Complete Cost:
 - No Extra Charges for Design Tweaks
 - No Surprises at a Later Date

Our Next Generation CMS

- Open Source
- Drupal Based
 - Proven System
 - Huge International Developer Community
 - Wide Adoption across <u>Government Agencies</u>
 - Browser Based
 - Unlimited Number of Users

Content Management Tools

- Schedule Publishing Dates
- Set Expiration Dates
- "Review On" Dating
- User Roles & Permissions
- Taxonomy
- Versioning
- · AutoImage Resizing
- Auto Menu Cascading
- WebForms Module
- Embedded Help Documentation
- Slide Shows
- · Bulletin Boards
- Google Analytics

- Email Notifications
 - Urgent Alerts
 - Home Page or Dept News
 - Board Minutes
 - Board Agendas
 - Job Postings

- Email Notifications
- RSS Feeds on Every Page

- Email Notifications
- RSS Feeds on Every Page
- Integration with Twitter & Facebook

- Email Notifications
- RSS Feeds on Every Page
- Integration with Twitter & Facebook
- Embed Videos

- Email Notifications
- RSS Feeds on Every Page
- Integration with Twitter & Facebook
- Embed Videos
- Responsive Design

- Email Notifications
- RSS Feeds on Every Page
- Integration with Twitter & Facebook
- Embed Videos
- Responsive Design
- "Share This Page"



- Email Notifications
- RSS Feeds on Every Page
- Integration with Twitter & Facebook
- Embed Videos
- Responsive Design
- "Share This Page"
- CMS Tools: Bulletins, Urgent Alerts, Fillable Forms

- Email Notifications
- RSS Feeds on Every Page
- Integration with Twitter & Facebook
- Embed Videos
- Responsive Design
- "Share This Page"
- CMS Tools
- Business Directory Module

Implementation Schedule

- Phase One: Homepage Design (2 weeks+)
 - Strategic Goals & Objectives
 - Design Element Preferences
 - Prototype Development & Selection
- Phase Two: Site Development (12 weeks+)
 - VTH Best Practices Load
 - Department Content Submissions
 - Full Site Development
 - User Training
 - Testing & Sign-offs
 - Website Launch (& PR Kit)

VTH Website Costs

- One-Time Charges
 - Complete Site Graphic Design & Architecture
 - VTH Best Practices by Department
 - Complete Content Load
 - Onsite User Training Sessions

Cost: \$4,500 (Option: Pay over 1, 2 or 3 years)

- Annual Cost
 - Secure Hosting (Blackmesh Tier 4 Data Center, Rustic, VA)
 - Unlimited Number of Website Editors
 - Unlimited Support for (2) Primary Users
 - Application Upgrades
 - Annual Maintenance

Cost: \$1,500



License & Service Agreement

Date: May 5, 2017

Client: Town of Readfield, ME

Address: 8 Old Kents Hill Road, Readfield, ME 04355

Phone: 207-685-4939

Virtual Town Hall Holdings, LLC, d/b/a Virtual Towns & Schools (VTS) will provide the services as outlined in Exhibit A, attached.

Terms of Agreement

- 1. This agreement shall be for a three (3) year period and shall automatically renew, year-to-year, unless terminated by either party.
- 2. Either party may terminate the Annual Support and Hosting Services by providing the other party with at least 60 days written notice prior to the renewal date.
- 3. Client may terminate this agreement at any time if VTS is found in default of any obligation defined within this agreement which has not been cured within thirty days after receipt of written notice of such default.

Intellectual Property & Ownership

- 4. This agreement is not a sale of the VTS Content Management System (CMS) and its associated applications and modules. VTS provides a right of use to the client during the period of this agreement. Rights are non-transferable.
- 5. The Client will own the graphic designs and web content that are incorporated into the CMS; ownership assumes all invoices for development have been paid by the Client.
- 6. Upon termination of this agreement, Client may request and shall receive complimentary electronic copy on CD of the web content within 30 days.
- 7. Regarding the VTS CMS, Client may not: a). license, sublicense or in any way commercially exploit or make it available to any third party, b). make derivative works based upon it, c). reverse engineeer or access it in order to build a similar product, copy features or functions, or share it with third parties.
- 8. The VTS name, the VTS logo, and the products and modules associated with these services provided are trademarks of VTS, and no right or license is granted to use them.

Keeping You Ahead of Rising Expectations

Billing & Payment Terms

- 9. The Year- One Charges (\$4,500) will be payable as follows:
 - a. \$1,500 will be invoiced after July 1, 2017 and due within 30 days.
 - b. \$1,500 will be invoiced after July 1, 2018 and due within 30 days.
 - c. \$1,500 will be invoiced after July 1, 2019 and due within 30 days.
- 10. Annual Hosting & Support Charges (\$1,500) will commence once the site is live and will be due within 30 days after receipt of invoice. The client may pro-rate this charge to align with their fiscal year.
- 11. The Client shall only pay those expenses which are specifically defined in this agreement or defined in writing and approved as an addendum to this agreement.
- 12. If the Client's account exceeds 90 days past due, the web service may be temporarily removed from service until the Client's account is made current. Client will be given 30 days notice prior to any removal of the website for non-payment.

Marketing

- 13. Client agrees to allow VTS to place a small link at the bottom of their webpages titled "Virtual Towns & Schools Website".
- 14. Client agrees to allow VTS to include a reference(s) to the Client's website on the VTS corporate website. This may include a mention of the Client, a picture of the Client's home page, and/or a case study of the Client's project.

Indemnification

15. To the extent allowed by law, VTS agrees to indemnify and hold Client harmless from any and all claims for bodily injury, death, personal injury and property damage and for any other expenses (including attorney's fees) which arise out of services provided by VTS occasioned by the negligence, errors, or other wrongful act or omission of VTS employees, agents, or volunteers.

Force Majeure

16. Neither party will be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public enemy, freight embargoes, power outages, and unusually severe weather; but the failure or delay must be beyond its control and without its fault or negligence and shall only be for the period causing the delay.

Miscellaneous

- 17. At all times and for all purposes hereunder, VTS is an independent contractor and not an employee of the Client.
- 18. Any and all modifications of the services and/or terms of this agreement, shall be accomplished by an amendment, which must be approved in writing by both parties.

| Town of Readfield 8 Old Kents Hill Road' Readfield, ME 04355 | | Virtual Town Hall Holdings, LLC 1300 Massachusetts Ave. Suite 100 Boxborough, MA 01719 |
|--|--------|--|
| (Signature) | (Date) | Bill Letsky Vice President |
| Name | | (Date) |
| | | |

Virtual Town Hall Website Services Town of Readfield, ME

Exhibit A

Initial Services

Phase 1: Website Design

- Create Site Homepage Design & Layout
- Create Subpage Design & Layout
- Modify Design with Client Input until Approved

Phase 2: Site Implementation

- Identify Global Navigation, Cascading Navigation, Mega-Menus & Related Links
- Implement Design within VTS Content Management System
- Develop Department Landing Pages; Provide VTS Best Practices

Phase 3: Full Content Development

- Migrate All Existing Web Pages & Files as Identified by Client
- Create All New Pages to Support New Content Developed by Client
- Migrate all 2015 2017 Historic Meeting Minutes; excludes historic meeting agendas and calendar events

Phase 4: User Training

• Online User Training Sessons: Group & Individual, as needed

Phase 5: Website Deployment

- Final Site Review and Link Checking
- Install & Activate Related Modules
- DNS Actvities

Total Project Cost:

\$4,500

Annual Services:

Hostina

- Secure Hosting in Blackmesh Data Center
- Shared Web/SQL Server
- Redundant ISP
- 24/7 Monitored Facility
- Redundant Power Supplies with Backup Generator
- · Daily Backups off-site in Las Vegas, Nevada
- 99.999% Uptime
- Intrusion Detection & Prevention

Support

- 24/7 Emergency Support
- Two (2) Designated Support Users (Unlimited Number of Content Editors)
- Unlimited User Support, 9 am to 5 pm, Monday Friday
- Personnel Dedicated Solely to User Support
- Same Day Response (24 Hour Window)
- Online Training Documentation
- Monthly User Tutorials

CMS Application & Modules

- Annual CMS Usage License
- Periodic CMS Upgrades
- · Core Drupal Upgrades, as Applicable
- Periodic Module Upgrades
- Install Service Patches, as Applicable

Total Annual Cost: \$1,500

- * Annual may be pro-rated to match fiscal year, if desired. Additional supported users may be added at an annual cost of \$200 per user.
- Department "Subsites" may be created at an optional cost of \$1,500 per site. This includes unique graphics and navigation, and full content development.

Included in Your Website Package

- Apache Solr Search Appliance
- Google Analytics for Traffic Statistics
- E-Subscriber Mail Lists
- Online Web Forms
- Online Monthly User Webinars
- Full Content Development prior to Going Live
- No Limit to Number of Pages You Can Add over Time

VTS Post & GO! Content Management System: Core Features & Functionalities

| Content Management | Content Management | Constituent Communications |
|----------------------------------|--------------------------------|------------------------------------|
| Agenda Builder Module | 'Review on' Dating | Email Notifications (E-Subscriber) |
| Schedule Publishing | Schedule Expiration Dates | Dynamic Site Map |
| WebForms Module | Versioning | RSS Feeds |
| Unpublish/Archive Content | Embed Video Player | Facebook & Twitter Integration |
| Taxonomy (Auto Cross-Link) | Online File Center | Service Requests Forms |
| WYSIWYG Editor | Quick Links | "Share This Page" |
| Dept/Board Specific Calendars | Protected Email Addresses | Ask the Selectmen/Council |
| Calendar/Agenda Integration | FAQs | Urgent Alert Banners |
| File Uploads | Audit Trail/History Log | Jobs Postings |
| Robust Search Engine | Dynamic Breadcrumbs | RFP Postings |
| Auto Cascading Menus | Content Previewing | Two-Way Blogging |
| Dept/Board Specific News Modules | CAPTCHA Visitor Authentication | Private Comment Forms |
| Persistent Navigation | Printer Friendly Pages | Rotating Bulletin Boards |
| Tabs & Views | Surveys & Polling | Staff Directory |
| Design | Image | Administrative |
| Responsive Design | Media Library | Intranet Options |
| Rotating Mastheads | Image Editor | User Roles & Permission Levels |
| Dynamic News Modules | Photo Gallery | Traffic Analytics |
| Urgent News Banners | Slide Shows | Broken Links Reporting |
| Upcoming Meetings Module | Captioning/ALT Text | Domain Name Management |
| Custom Subsites | Rotating Department Images | Quality Assurance Reports |
| Cascading Navigation | Image Administration | Complete User History |
| Multiple Navigation Schemes | Rotating Bulletin Boards | Board Membership Database |
| WCAG Accessibility Compliant | Text Magnification Options | Page Standardizations |

Core Hosting, Support & Maintenance Services

| Support | CMS Application & Maintenance |
|--|---|
| Customer Support, 8-6 EST, Mon-Fri | Automatic Upgrades of Enhancements |
| 24/7 Emergency Support | Install Service Patches, as Applicable |
| Dedicated Support Personnel | Ongoing Module Upgrades |
| Max. 2 Hr Response for Customer Support | Core Drupal Upgrades, as Applicable |
| Built in Training Documentation within CMS | Full CMS Licensing |
| Monthly User Tutorials | New Features Roadmap |
| Periodic User Group Meetings | Staging Environment for All Testing |
| | Customer Support, 8-6 EST, Mon-Fri 24/7 Emergency Support Dedicated Support Personnel Max. 2 Hr Response for Customer Support Built in Training Documentation within CMS Monthly User Tutorials |

DDoS Protection & Attack Mitigation

Our Tier 4 DataCenter now deploys Radware's DefensePro — a real-time, behavioral based attack mitigation device that protects our infrastructure against network and application downtime, application vulnerability exploitation, malware spread, network anomalies, information theft and other emerging cyber-attacks.

DefensePro provides world-class security including distributed denial of service (DDoS) mitigation and SSL-based protection to fully protect applications and networks against known and emerging network security threats such denial of service attacks, DDoS attacks, Internet pipe saturation, attacks on login pages, attacks behind CDNs, and SSL-based flood attacks.

GOYOFFICE

Website Design and Hosting Proposal

City of Readfield, ME Redesign
Population 2,600

June 15, 2017

Key Contact:
Angel Jepsen
Web Solutions Specialist
612.617.5714
angel@govoffice.com
www.GovOffice.com



Responsive Design - Pricing Varies but starts around \$7,700

Our newest design, Responsive Web Design takes mobile-friendliness to the next level. In other words, responsive websites automatically resize to fit all mobile screen sizes; from desktop PC's to tablets and smartphones.

Pricing varies; optional features include quick link icons, filmstrip with quick link icons, mega menu, and additional drop down sections. Lakesite, TN example Design Fees \$7,640 total



Lakesite, TN - www.lakesitetn.gov

Other Responsive Designs

Montevideo, MN - www.montevideomn.org

Gregory, SD - www.citvofgregory.com

Onalaska, WI - www.cityofonalaska.com

Montrose, MN - www.montrose-mn.com

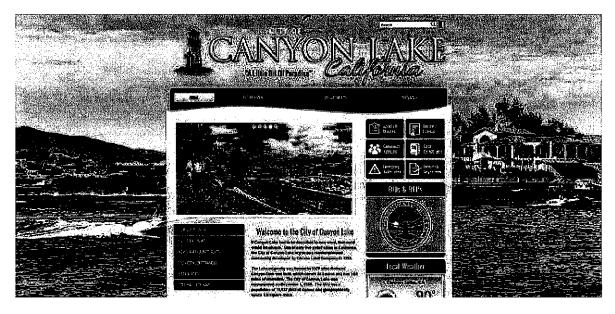
New Prague, MN - www.ci.new-prague.mn.us

South Elgin, IL - www.southelgin.com



Premium Plus Design Solution - \$6,395

Includes: Custom Home Page Design, 4 Custom Interior Banners, Auto Image Slider, 5 Quick Link Icons, Custom Mobile Website, Homepage Content Setup and much more!



Canyon Lake, CA - www.cityofcanyonlake.org

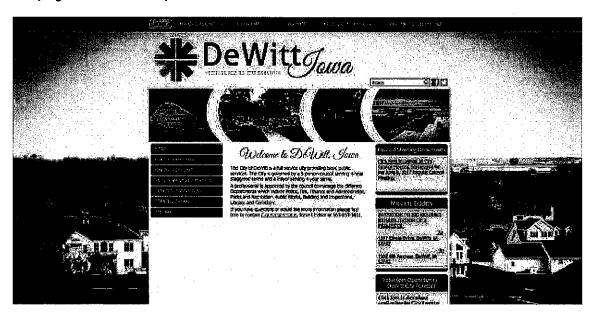


Prosper, WA - www.cityofprosser.com

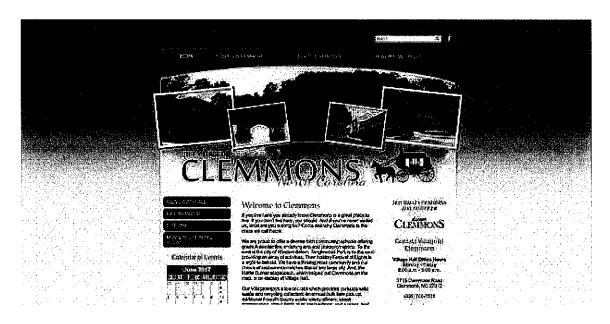
GOVOFFICE

Premium Design Solution - \$4,895

Includes: Custom Home Page Design, 4 Custom Interior Banners, Custom Mobile Website, Homepage Content Setup and much more!



DeWitt, IA - www.cityofdewittiowa.org

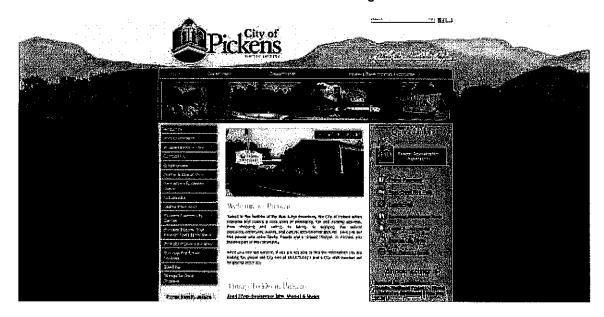


Clemmons, NC - www.clemmons.org



Progressive Solution Plus Design - \$4,445

3 Custom Banners, Auto Image Slider, Quick Link Icons, and Homepage Content Setup Service. It also includes a custom mobile website design!



Pickens, SC - www.citvofpickens.com

Progressive Solution Design - \$2,995

3 Custom Banners with scenic background image plus Homepage Content Setup Service. It also includes a custom mobile website design!

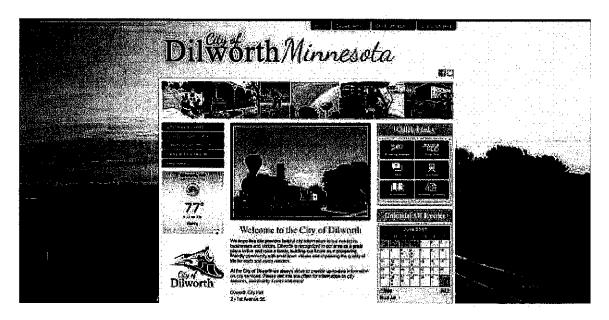


Hugo, MN - www.ci.hugo.mn.us



Value Solution Plus Design - \$2,795

One Custom Banner with scenic background image, Auto Image Slider and Quick Link Icons.



Dilworth, MN - www.cityofdilworth.com

Value Solution Design + Auto Image Slider - \$2,295

One Custom Banner with scenic background image and Auto Image Slider.

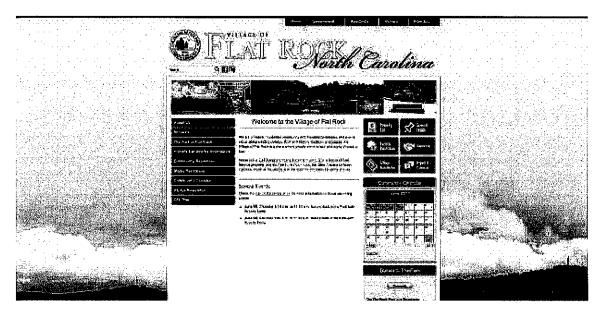


Appleton, MN - www.appletonmn.com



Value Solution Design + Quick Link Icons - \$1,795

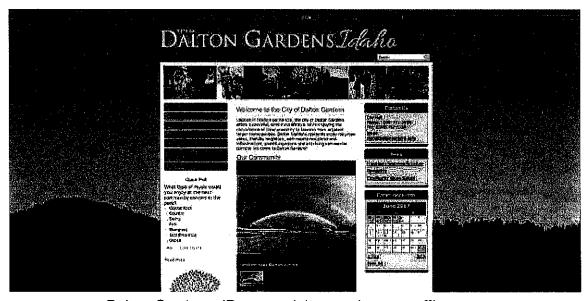
One Custom Banner with scenic background image and Quick Link Icons.



Flat Rock, NC - www.flatrocknc.govoffice3.com

Value Solution Design - \$1,295

One Custom Banner with scenic background image.



Dalton Gardens, ID - www.daltongardens.govoffice.com



Optional Features

City Notification Banner (Optional Feature) - \$500



Indian Harbour Beach, FL - www.indianharbourbeach.org

Quick Link Icons (Optional Feature) - \$500

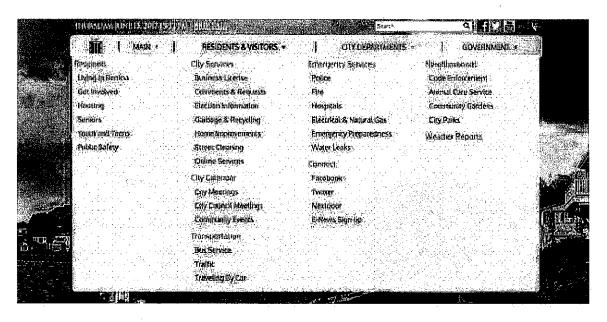


Buckley, WA - www.cityofbuckley.com



Optional Features

Mega Menu (Optional Feature) - \$500



Benicia, CA - www.ci.benicia.ca.us

Mega Menu Enhanced (Optional Feature) - \$750

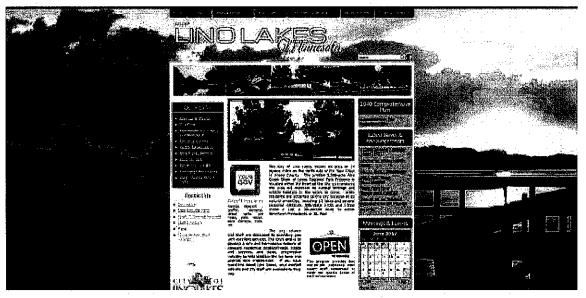


Gregory, SD - www.cityofgregory.com



Optional Features

Seasonal Background (Optional Feature) - \$500



Lino Lakes, MN - www.ci.lino-lakes.mn.us

Auto Image Slider (Optional Feature) - \$1000



Elizabeth City, NC - www.cityofec.com

Film Strip (Optional Feature) - \$1,000



Montrose, MN - www.montrose-mn.com

Maine Revised Statutes

Title 36: TAXATION

Part 9: TAXPAYER BENEFIT PROGRAMS

Chapter 907-A: MUNICIPAL PROPERTY TAX ASSISTANCE

§6232. Municipal authority

The legislative body of a municipality may by ordinance adopt a program to provide benefits to persons with homesteads in the municipality. A municipality may choose to restrict the program to persons who are at least 62 years of age. [2005, c. 395, §4 (NEW).]

- 1. Conditions of program. Except as provided in subsection 1-A, a program adopted under this section must:
 - A. Require that the claimant has a homestead in the municipality; [2005, c. 395, §4 (NEW).]
 - B. Provide benefits for both owners and renters of homesteads; and [2005, c. 395, §4 (NEW).]
 - C. Calculate benefits in a way that provides greater benefits proportionally to claimants with lower incomes in relation to their property taxes accrued or rent constituting property taxes accrued.

```
[2005, c. 395, §4 (NEW).]
[2007, c. 635, §1 (AMD).]
```

1-A. Volunteer program. A municipality may by ordinance adopt a program that permits claimants who are at least 60 years of age to earn benefits up to a maximum of \$750 by volunteering to provide services to the municipality. A program adopted under this subsection does not need to meet the requirements of subsection 1, paragraph B or C. Benefits provided under this subsection must be related to the amount of volunteer service provided. Benefits received under this subsection may not be considered income for purposes of Part 8. A municipality may by ordinance establish procedures and additional standards of eligibility for a program adopted under this subsection.

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[ 2007, c. 635, §2 (NEW) .]
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2. Relationship to state program.

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[ 2013, c. 455, §2 (RP) .]
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3. Repeal of program. A municipality that has adopted a program under this section may repeal it through the same procedure by which the program was adopted.

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[ 2005, c. 395, §4 (NEW) .]

SECTION HISTORY

2005, c. 395, §4 (NEW) . 2007, c. 635, §$1, 2 (AMD) . 2013, c. 455, §2 (AMD).
```

The Revisor's Office cannot provide legal advice or interpretation of Maine law to the public.

If you need legal advice, please consult a qualified attorney.

Fiscal Year 2015-2016 Mil Rate 0.01808 REAL ESTATE TAXES Total real estate tax commitment 4,293,829 Total tax records 2,146 2,001 Average tax per record Parcels with buildings 1,367 Taxable value of parcels with buildings 4,057,851 Average tax for parcels with buildings 2,968 Parcels with land only 779 235,978 Taxable value of land only parcels Average tax for land only parcles 303 **REAL ESTATE TAX EXEMPTIONS** 761 **Homestead Exemptions** 206,383 Total exemption value 271 Average exemption value **Veterans Exemptions** 95 10,306 Total exemption value 108 Average exemption value Other Exemptions* 52 Total exemption value 707,569 13,607 Average exemption value

^{*} Primarily Municipal, School, & Church

| Town of Readfield – population >65 | Family | Non-family | Total |
|---------------------------------------|--------|------------|-------|
| Total population living in households | 309 | 71 | 380 |
| Total households | 163 | 67 | 230 |
| Male head of household | 106 | 31 | 137 |
| living alone | 0 | 20 | 20 |
| Female head of household | 57 | 36 | 93 |
| living alone | 0 | 36 | 36 |
| Spouse | 134 | 0 | 134 |
| Parent | 12 | 0 | 12 |
| Nonrelatives | 0 | 4 | 4 |

| Town of Readfield | Owner | Renter | Total | Percent |
|-------------------------------|-------|------------|-------|--|
| Householder 15 to 24 years | 0 | 0 | 0 | 0% |
| Householder 25 to 34 years | 78 | 14 | 92 | 8% |
| Householder 35 to 44 years | 189 | 26 | 215 | 20% |
| Householder 45 to 54 years | 239 | 24 | 263 | 24% |
| Householder 55 to 59 years | 134 | 0 | 134 | 12% |
| Householder 60 to 64 years | 144 | 11 | 155 | 14% |
| Householder 65 to 74 years | 154 | 0 | 154 | 14% |
| Householder 75 to 84 years | 68 | 0 | 68 | 6% |
| Householder 85 years and over | 8 | 0 | 8 | 1% |
| Total | 1,014 | <i>7</i> 5 | 1,089 | to the control of the |
| Householder 55 + | 508 | 11 | 519 | 48% |
| % | 98% | 2% | | |

| Total population state of Maine | 1,294,459 | |
|--|-----------|-----|
| Under 18 years: | 257,143 | |
| Has a computer: | 249,019 | 97% |
| With dial-up Internet subscription alone | 746 | 0% |
| With a broadband Internet subscription | 221,317 | 86% |
| Without an Internet subscription | 26,956 | 10% |
| No computer | 8,124 | 3% |
| 18 to 64 years: | 802,020 | |
| Has a computer: | 748,112 | 93% |
| With dial-up Internet subscription alone | 5,553 | 1% |
| With a broadband Internet subscription | 670,259 | 84% |
| Without an Internet subscription | 72,300 | 9% |
| No computer | 53,908 | 7% |
| 65 years and over: | 235,296 | |
| Has a computer: | 175,502 | 75% |
| With dial-up Internet subscription alone | 4,005 | 2% |
| With a broadband Internet subscription | 153,628 | 65% |
| Without an Internet subscription | 17,869 | 8% |
| No computer | 59,794 | 25% |

| | <65 | 65+ | Total | % <65 | %>65 | cum>65 |
|------------------------|-----|-----|------------|-------|------|--------|
| Total | 859 | 230 | 1,089 | | | |
| Less than \$10,000 | 59 | 5 | 64 | 7% | 2% | 2% |
| \$10,000 to \$14,999 | 0 | 18 | 18 | 0% | 8% | 10% |
| \$15,000 to \$19,999 | 5 | 9 | 14 | 1% | 4% | 14% |
| \$20,000 to \$24,999 | 18 | 5 | 23 | 2% | 2% | 16% |
| \$25,000 to \$29,999 | 3 | 10 | 13 | 0% | 4% | 20% |
| \$30,000 to \$34,999 | 10 | 11 | 21 | 1% | 5% | 25% |
| \$35,000 to \$39,999 | 27 | 27 | 54 | 3% | 12% | 37% |
| \$40,000 to \$44,999 | 46 | 9 | 55 | 5% | 4% | 41% |
| \$45,000 to \$49,999 | 55 | 20 | <i>7</i> 5 | 6% | 9% | 50% |
| \$50,000 to \$59,999 | 133 | 29 | 162 | 15% | 13% | 62% |
| \$60,000 to \$74,999 | 112 | 11 | 123 | 13% | 5% | 67% |
| \$75,000 to \$99,999 | 146 | 63 | 209 | 17% | 27% | 94% |
| \$100,000 to \$124,999 | 157 | 4 | 161 | 18% | 2% | 96% |
| \$125,000 to \$149,999 | 43 | 0 | 43 | 5% | 0% | 96% |
| \$150,000 to \$199,999 | 29 | 5 | 34 | 3% | 2% | 98% |
| \$200,000 or more | 16 | 4 | 20 | 2% | 2% | 100% |

Eric Dyer

From:

Heidrich, David < David. Heidrich@maine.gov>

Sent:

Monday, January 23, 2017 4:49 PM

To:

Eric Dyer

Subject:

RE: Property Tax Fairness Credit Data

Eric,

Please accept my apologies for the delay in my response.

Maine Revenue Services cannot provide return-level data even if it is stripped of identifying information.

In tax year 2015, there were 103 property tax fairness credits on returns with a Readfield address. The average credit was \$295. For returns with the credit, the average income used to calculate the credit was \$24,042. There are fewer than 10 returns where we have data captured property tax or rent information but there was no credit approved for these returns.

Please let me know if you have any questions or concerns.

Best, David

David Heidrich, Jr.

Director of Communications
Department of Administrative and Financial Services
(207) 624-7800

From: Eric Dyer [mailto:readfield.tmgr@roadrunner.com]

Sent: Monday, January 23, 2017 10:07 AM

To: Heidrich, David

Subject: RE: Property Tax Fairness Credit Data

Good morning Mr. Heidrich,

I am following up on my earlier email regarding property tax fairness credit data for the Town of Readfield.

I am hoping to get an update, if one is available.

Be well, and thank you.

Eric

From: Eric Dyer [mailto:readfield.tmgr@roadrunner.com]

Sent: Wednesday, November 30, 2016 10:35 AM

To: 'david.heidrich@maine.gov'

Cc: Romaine Turyn (romainemt@myfairpoint.net); bbourgoine@readfieldmaine.org

Subject: Property Tax Fairness Credit Data

Good morning Mr. Heidrich,

I am writing to request property tax fairness credit data for the Town of Readfield. In considering different ways to support our low-income, and in many cases our older residents, the Town is reviewing the impact of various credit and exemption programs. We have a full accounting for locally administered programs but would like to better understand how our residents utilize and benefit from the state level income-based PTFC.

If available I would appreciate account level data for Readfield residents (04355 zip code) with any identifying information removed. In this instance the most desired information would include the amount of each individual credit. If this is not available then I would appreciate aggregate information including the average reported income of recipients, the total number of recipients, the total number of applicants, and the average credit awarded.

At any level I am looking for the data from the last complete tax year only. I am more than happy to work with whatever format is easiest for you to provide.

Thank you for your consideration of this request.

Be well,

Eric

Eric Dyer, Town Manager Town of Readfield, ME Office – 207-685-4939 Direct Line – 207-685-1818 Cell – 207-242-5437

Eric Dyer

From:

Eric Dyer <readfield.tmgr@roadrunner.com>

Sent:

Wednesday, March 29, 2017 8:34 AM

To:

bbourgoine@readfieldmaine.org; Romaine Turyn (romainemt@myfairpoint.net);

atolman@readfieldmaine.org

Subject:

FW: Senior Property Tax Relief Results

Good morning,

We've had recent interest in senior tax relief programs on the Managers' discussion board. I am sure the summary information below is not exhaustive but it shows that many towns (mostly southern with big wealth gaps) have gone that route.

The relevant statute authorizing these special programs is

here: http://legislature.maine.gov/statutes/36/title36sec6232.html

Be well,

Eric

From: MTCMA-Members-owner@mmaaffl.org [mailto:MTCMA-Members-owner@mmaaffl.org] On Behalf Of Morelli,Scott

Sent: Tuesday, March 28, 2017 1:13 PM **To:** 'MTCMA-Members@mmaaffl.org'

Subject: Senior Property Tax Relief Results

Here are the results from my inquiry about how much communities allocate annually for senior property tax relief. Note that the amounts listed are mostly amounts budgeted and not necessarily amounts expended. Also, Harpswell's program is for all residents whereas the others are limited to seniors.

| Community | 1 | FY17 Allocation |
|------------------|-----|-----------------|
| So. Portland | \$ | 35,000 |
| Cumberland | \$ | 117,000 |
| Gardiner* | \$ | 50,000 |
| Monmouth | \$ | 10,000 |
| Harpswell | \$ | 60,000 |
| Scarborough | \$ | 130,000 |
| No. Yarmouth* | \$ | 50,000 |
| *Proposed for F | /18 | |

Scott Morelli, CMM, ICMA-CM

City Manager | City of South Portland 25 Cottage Road, So. Portland, ME 04106 207-767-7606 | 207-767-1620 (fax) smorelli@southportland.org



TOWN OF CUMBERLAND PROPERTY TAX ASSISTANCE

Senior Circuit Breaker Program

Application Deadline, January 15, 2012

| Name: | |
|----------------------------------|--|
| Property Address: | · · · · · · · · · · · · · · · · · · · |
| If different than propert | y address: |
| Mailing Address: | |
| Please <u>check and attach</u> 2 | |
| Driver's License: | Birth Certificate:Other:Please Describe |
| Proof of Residency: | Ownership (Assessor to Verify) |
| | Rental (Please provide copy of lease) |
| Please attach a copy of y | our State Circuit Breaker refund check or confirmation. |
| | with the completion of this form or the State form, please contact with a with a with a with a with the completion of this form or the State form, please contact with a w |
| Please return form to: | Mr. William Healey, Town Assessor Cumberland Senior Property Tax Relief 290 Tuttle Road |

Cumberland, ME 04021

TOWN OF MONMOUTH PROPERTY TAX ASSISTANCE ORDINANCE

Section 1. Purpose

The purpose of this Ordinance is to establish a program to provide property tax assistance to persons 65 years of age and over who reside in the Town of Monmouth. Under this program, the Town of Monmouth will provide supplemental cash refund payments to those individuals who qualify as Monmouth resident beneficiaries of the State of Maine Residents Property Tax Program pursuant to Chapter 907 of Title 36 of the Maine Revised Statutes and meet the criteria established by this Ordinance.

Section 2. Definitions

Homestead: A homestead is a dwelling owned, rented or held in a trust, life tenancy or similar legal instrument for the benefit of the person seeking tax assistance under this Ordinance. The dwelling must be occupied by that person and that person's dependents as a home.

Qualifying applicant: A qualifying applicant is a person who is determined by the Town Manager, after review of a complete application under Section 4 of this Ordinance, to be eligible for a refund payment under the terms of this Ordinance.

Section 3. Criteria for Participation

In order to participate in the Property Tax Assistance Program, an applicant shall demonstrate all of the following:

- a. The applicant shall be 65 years of age or more at the time of application.
- b. The applicant shall have a homestead in the Town of Monmouth at the time of the application and for the entire year prior to the date of application.
- c. The applicant has received a refund under the provisions of Chapter 907 of 36 M.R.S.A.
- d. The applicant has been a resident of the Town of Monmouth for at least ten years immediately proceeding the date of application for participation in the Program.

Section 4. Application and Payment Procedures

Persons seeking to participate in the Property Tax Assistance Program shall submit a written request to the Town Manager no later than October31st. Applications are required every year to participate in this program. The Town Manager shall provide an application form for the program, which shall include, at a minimum, the applicant's name, homestead address and contact information. Attached to all applications shall be proof and dollar amount (copy of check) of State Refund under Chapter 907 of Title 36 (State Circuit Breaker Program). The Town Manager shall review and determine if the application is complete and accurate and if the applicant is otherwise eligible to participate in the Program. The Town Manager shall notify an applicant if an application is determined to be incomplete. The Town Manager's decision on eligibility to participate in the Program may be appealed to the Board of Selectmen.

Section 5. Determination of eligibility and amount of eligibility

If the Town Manager determines that the applicant is eligible to participate in the Program, he shall determine the total amount of such eligibility. Eligibility shall be the lesser of the following amounts:

- a. 20% of the amount of the refund awarded by the State under Chapter 907, Title 36 M.R.S.A. (Maine Circuit Breaker Program) or;
- b. Available monies in the Town Circuit Breaker fund or;
- c. \$320.00.

The Town Manager shall report to the Board of Selectmen at their first meeting after December 31st each year the projected payments and number of eligible applicants requesting assistance for the program fund.

Section 6. Program Fund - Limitations upon payments

Payments under this Ordinance shall be conditioned upon the existence of sufficient monies in the Program Fund the year in which participation is sought. If there are not sufficient monies in the Program Fund to pay all qualifying applicants under this Ordinance, payments shall be limited to the amounts available in the Fund. In the event that a lack of funding results in no payment or less than the full payment to a qualifying applicant, the request will not carry over to the next year.

Section 7. Creation of the Program Fund

The Program Fund from which payments shall be made under the terms of this Ordinance shall be created as follows:

As funds are available, the Board of Selectmen shall request from the annual town meeting to appropriate monies from the general fund or other sources to support this program. Any surplus monies available after all payments have been made shall be deposited into the town's undesignated fund balance on June 30th of each year.

Section 8. Timing of Payments

A person who qualifies for payment under this Program shall be mailed a check for the full amount (or pro-rated amount if inadequate funds are available) no later than December 31st for the year in which participation is sought

Section 9. Limitations upon payments

Only one qualifying applicant per household shall be entitled to payment under this Program each year. The right to file an application under this Ordinance is personal to the applicant and does not survive the applicant's death, but the right may be exercised on behalf of an applicant by the applicant's legal guardian or attorney-in-fact. If an applicant dies after having filed a timely complete application that results in a determination of qualification, the amount determined by the Town Manager shall be disbursed to another member of the household as determined by the Town Assessor or the Town Manager. If the applicant was the only member of a household, then no payment shall be made under this Ordinance.

| Filed with the Office of the Town Clerk: | |
|--|--|
| | |
| • | |
| Amended 6/12/2012 | |

Eric Dyer

From:

Eric Dyer <readfield.tmgr@roadrunner.com>

Sent:

Monday, July 25, 2016 8:47 AM

To: Subject: 'John Parent' RE: Tax Exemptions

Hi John,

With a program like this you could pretty easily set the value you want. I think \$20,000 to \$40,000 would go a very long way. Quick numbers:

153 Senior households over 65 and under \$60,000 in Readfield Assuming 80% uptake for eligible seniors means 123 households Average tax bill of \$2,968 for properties with buildings town-wide Offering a 10% reduction would average to about \$300 per household Total estimated program cost of \$36,900

This is just one scenario and there are many others. One piece of important missing date is the tenure of the older lower income residents. I think a ten year minimum seems reasonable, and in reality we would probably have fewer than 100 households participating with the criteria as set. A different way to approach this would be to offer some match for the homestead exemption, which currently exempts \$15,000 in value.

Thanks,

Eric

From: John Parent [mailto:jparent@readfieldmaine.org]

Sent: Friday, July 22, 2016 4:16 PM

To: Eric Dyer

Subject: Re: Tax Exemptions

An obvious question is how much would a circuit breaker program cost us. I would like to see some relief for elderly low income residents. As you say, what will the residents have to say. I think it's worth looking into. John

On Fri, Jul 22, 2016 at 10:19 AM, Eric Dyer <readfield.tmgr@roadrunner.com> wrote:

Good Morning All,

Recently a few different questions have passed my desk that prompted me to review (generally) our committed real-estate taxes and real-estate tax exemptions. I looked at the last fiscal year (the 2015 tax commitment). This review applies to exemptions and not abatements.

One "question" was an article of interest forwarded to me by Romaine Turyn of our Age Friendly Community group http://www.theforecaster.net/deadline-looms-for-cumberland-seniors-seeking-tax-break/ that discussed a local circuit breaker program for older residents in Cumberland, ME. The other is a current assessment issue where a local business is seeking tax-exempt status and the question was asked about who else gets a similar exemption.

Broadly, I think it's important for the Select Board and Budget Committee to have an idea of who is paying full price, who gets partial exemptions, and who gets full exemptions. Tax policy and budgeting can be managed to reflect community priorities but knowing where the money comes from (or doesn't) is a very important consideration. Demographic information is also important and I am sharing some that was developed as part of an upcoming survey effort (grant funded with the Age-Friendly Community group). The household level data is very relevant because it is very compatible with tax billing data.

It seems to me that a better way of providing tax relief to our residents is to offer a targeted local circuit breaker program to those most in need (in much the same way that the state level homestead exemption does) rather than simply cutting services to everyone. Certainly some balancing could be pursued to offset the cost of such a program, and step away from a straight redistribution of the tax burden. In the end however, these programs are usually far more about redistribution than cost reductions. A big question is if Readfield residents are even interested in the idea.....

In any event, these issues have been on my mind so I'm sharing some thoughts and information.

Be well,

Eric

Eric Dyer, Town Manager

Town of Readfield, ME

Office -207-685-4939

Direct Line – 207-685-1818

Cell - 207-242-5437



MAINE MUNICIPAL ASSOCIATION VOTING BALLOT

Election of Vice President and Executive Committee Members

Deadline for Receipt of Voting Ballots – 12:00 noon on Friday, August 18, 2017

| | | Vote for One |
|---|--|---------------------------------------|
| Proposed by MMA Nominating Commit | <u>tee:</u> | |
| Mary Sabins, Town Manager, Town of | Vassalboro | |
| DIRECTORS - 3 YEAR TERM | | Vote for Three |
| Proposed by MMA Nominating Commit | tee: | |
| James Bennett, City Manager, City of B | iddeford | |
| Jill Duson, At-Large Councilor, City of | Portland | |
| Gary Fortier, Councilor, City of Ellswor | th | |
| process includes an opportunity to nominate a candid The Voting Ballot may be cast by a majority of the m majority of the municipal officers of each Municipal | unicipal officers, or a municip | al official designated by a |
| | | |
| | Iunicipality: | |
| | Iunicipality: | <u>.</u> |
| Date: No signed by a Municipal Official designated by a major Print Name: | Iunicipality: | |
| Date: No. Signed by a Municipal Official designated by a major Print Name: Position: | Iunicipality: ority of Municipal Officers: Signature: | |
| Date: No signed by a Municipal Official designated by a major Print Name: | Iunicipality: ority of Municipal Officers: | |
| Date: No. Signed by a Municipal Official designated by a majority of Municipal Officers OR Signed by a Majority of Municipal Officers | Iunicipality: ority of Municipal Officers: Signature: Current # of Municipal Of | |
| Date: No. Signed by a Municipal Official designated by a magnetic position: Print Name: Position: OR Signed by a Majority of Municipal Officers Print Names: Print Names: Print Names: | Iunicipality: ority of Municipal Officers: Signature: Current # of Municipal Of | |
| Date: No. Signed by a Municipal Official designated by a majority of Municipal Officers Print Name: OR Signed by a Majority of Municipal Officers Print Names: | Iunicipality: ority of Municipal Officers: Signature: Current # of Municipal Of | |
| Date: No. Signed by a Municipal Official designated by a magnetic position: Print Name: Position: OR Signed by a Majority of Municipal Officers Print Names: | Iunicipality: ority of Municipal Officers: Signature: Current # of Municipal Of | · · · · · · · · · · · · · · · · · · · |

Return To:

MMA Annual Election
Maine Municipal Association
60 Community Drive
Augusta, Maine 04330
FAX: (207) 626-3358 or 626-5947

FAA: (201) 020-3338 01 020-334 Email: <u>tchavarie@memun.org</u>

PROPERTY ASSESSED CLEAN ENERGY (PACE) ADMINISTRATION CONTRACT

THIS Property Assessed Clean Energy (PACE) Administration Contract (the "Contract") is entered into this 24th day of July, 2017, by and between the Town of Readfield, a municipal corporation duly organized and existing under the laws of the State of Maine whose mailing address is 8 Old Kents Hill Rd., Readfield, Maine 04355 (the "Municipality") and the Efficiency Maine Trust, a legal entity and instrumentality of and a body corporate and politic under the laws of the State of Maine (the "Trust"). The foregoing also are referred to herein collectively as the "Parties" or singly as "Party."

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

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

WHEREAS, the Municipality has adopted a PACE Ordinance; and

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

WITNESSETH:

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

- 1. DEFINITIONS. Capitalized terms used in this Contract shall have the meanings given them in 35-A M.R.S.A. §10153 unless otherwise specified herein. In addition, these terms are defined as follows:
- 1.1. PACE agreement. "Pace Agreement" means an agreement between the owner of qualifying property and the Trust that authorizes the creation of a PACE Mortgage on qualifying property and that is approved in writing by all owners of the qualifying property at the time of the agreement, other than mortgage holders.

- 1.2. <u>PACE District.</u> "PACE District" means the area within which the Municipality establishes a PACE Program under this Contract, which is all of that area within the Municipality's boundaries.
- 1.3. <u>PACE Loan.</u> "PACE Loan" means a loan made to the owner(s) of a Qualifying Property for an Energy Saving Improvement.
- 2. TRUST'S RESPONSIBILITIES. The Trust shall, itself or through its authorized agents:
- 2.1. <u>Administration</u>. Administer the functions of a PACE Program which administration shall include, without limitation:
 - A. the Trust will enter into PACE Agreements with owners of Qualifying Property in the Municipality's PACE District;
 - B. the Trust, or its agent, will create and record a Notice of the PACE Agreement in the appropriate County Registry of Deeds to create a PACE Mortgage;
 - C. the Trust, or its agent, will disburse the PACE Loan to the property owner;
 - D. the Trust, or its agent, will send PACE Assessment statements with payment deadlines to the property owners;
 - E. the Trust, or its agent, will be responsible for collection of the PACE Assessments;
 - F. the Trust, or its agent, will record any lien, if needed, due to nonpayment of the PACE Assessment;
 - G. the Trust or its agent, promptly shall record the discharge of a PACE mortgage upon full payment of the PACE loan;
 - H. the Trust, or its agent, will be responsible for management of federal grant funds; and
 - I. the Trust, or its agent, will ensure the collection of data required to quantify carbon savings and to facilitate access to and eligibility for voluntary carbon markets, for federal grants for energy efficiency and for other incentive programs that support Energy Saving Improvements.
- 2.2. <u>Terms and Conditions.</u> Pursuant to 35-A M.R.S.A. §10154, the Trust may establish terms and conditions under which municipalities and property owners may participate in a PACE Program established thereunder, and the Parties agree that they, the PACE Program hereunder and this Contract are subject to those terms and conditions as amended from time-to-time.

3. MUNICIPALITY'S RESPONSIBILITIES.

- 3.1. Education and Outreach Programs. The Municipality agrees to adopt and implement an education and outreach program so that owners of property in the Municipality are made aware of home energy saving opportunities, including the opportunity to finance Energy Saving Improvements with a PACE Loan.
- 3.2 <u>Conformity with Home Energy Savings Program</u>. The Municipality agrees to conform its PACE Program to the requirements contained in the Home Energy Savings Program.
- 3.3. Acceptance and Disbursement of Funds. The Municipality agrees to accept PACE funds from the Trust and to disburse PACE funds back to the Trust as needed to satisfy the conditions of the federal grants and to allow the Trust to fund and administer a uniform system of municipal PACE Programs throughout the State.
- 3.4. Assistance and Cooperation. The Municipality agrees to cooperate with the Trust in the administration of the Municipality's PACE Program, including but not limited to, providing information about applicant properties including property tax payment and lien status, taxable value of residential properties in town, and providing reasonable and necessary aid to the Trust for required data collection, recordkeeping and reporting functions relative to the PACE Program in the PACE District, and providing reasonable and necessary support to the Trust's PACE loan, PACE Assessment, and billing and collection functions.
- 3.5. Conformity. If standards or rules and regulations are adopted by any State or federal agency subsequent to the Municipality's adoption of a PACE Ordinance or participation in a PACE Program and those standards or rules and regulations substantially conflict with the Municipality's manner of participation in the PACE Program, the Municipality, should it desire to continue its participation in the PACE Program, will be required to take necessary steps to conform its participation to those standards or rules and regulations.

4. TERM.

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

5. TERMINATION.

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

6. LIABILITY.

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

or related to a PACE Program established under this Contract, including, without limitation, claims for or related to uncollected PACE Assessments.

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

7. MISCELLANEOUS PROVISIONS

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

To the Municipality:

8 Old Kents Hill Rd. Readfield, ME 04355 Attention: Eric Dyer, Town Manager

To the Trust:

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

- 7.2 Entire Agreement, Modifications. This Contract constitutes the entire agreement of the Parties, and neither Party shall be bound by any statement or representation not contained herein. Except as provided herein, this Contract cannot be changed, amended or modified, except by another agreement in writing signed by all Parties hereto or by their respective successors in interest.
- <u>7.3</u> <u>Headings</u>. The section headings contained herein are for convenience of reference only and are not intended to define, limit, or describe the scope or interest of any provisions of this Contract.
- 7.4 Severability. If any section, term, covenant, or condition of this Contract or the application thereto to any person or circumstances shall, to any extent be illegal, invalid or unenforceable because of judicial construction, the remaining sections, terms, covenants, and conditions of this Contract, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each section, term, covenant, or condition of this Contract shall be valid and be enforced to the fullest extent permitted by Law.

- 7.5 Governing Law, Remedies. This Contract shall be governed by and construed in accordance with the laws of the State of Maine. Except as otherwise agreed by the Parties in writing, all disputes, claims, counterclaims and other matters in question between the Municipality and the Trust arising out of or relating to this Contract shall be decided by a Maine court of competent jurisdiction.
- 7.6 Assignment; Successors and Assigns. This Contract may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably conditioned, delayed or withheld. This Contract shall benefit and be binding upon the Parties hereto and their respective permitted successors and assigns.
- 7.7 Non-Waiver. Except as expressly provided in this Contract, the failure or waiver, or successive failures or waivers on the part of either Party hereto, in the enforcement of any paragraph or provision of this Agreement shall not render the same invalid nor impair the right of either Party hereto, its successors or Contract permitted assigns, to enforce the same in the event of any subsequent breach thereof.

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

| M | IUNICIPALITY | |
|------|---------------------------|-------------|
| Ву: | | <u> </u> |
| | Signature | |
| _ | Print Name | |
| Its: | | _ (Title) |
| | | |
| E | FFICIENCY MAINE TRUST | |
| Ву: | | |
| | Signature | |
| | Michael Stoddard | |
| Its: | Executive Director (Title | e) |

Version 3.3 10-14-14

Readfield Transfer Station

Terms of Agreement

I. Legal Basis

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

II. Name

The name of the entity subject to this Agreement shall be the, Readfield Transfer Station hereinafter referred to as the "Station."

III. Purpose of Agreement

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

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

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

IV. Management of the Station

A. General Operations. In order that the management of the Station shall be as efficient and small as possible, the parties agree that it shall be the responsibility of the Town of Readfield to administer and operate the Station. Governing documents for the Station shall include any applicable policies, the current Station Operations Manual, current Solid Waste and Recycling Ordinance, and current Maine Department of Environmental Protection license.

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

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

B. Establishment of an Advisory Solid Waste & Recycling Committee (SWRC). There is hereby established an Advisory Solid Waste and Recycling Committee (SWRC), which shall be comprised of citizens from each member town and the Station Manager. The purpose of the SWRC shall be to assist and make suggestions on the overall operations of the Station, to enhance the efficiency of the Station and recycling program, to improve services to the public, and to effectuate a comprehensive public education program to increase the understanding of the participation in the recycling program. The SWRC shall operate under the guidance of the SWRC Charter and any duly adopted rules, which may be amended by agreement of all the Select Boards of the member towns from time to time as necessary. Each member town shall be represented equally on the SWRC by three members with at least one member of the participating town Select Board and two community members, all of whom shall be voting members of the SWRC. Each Town may also designate an alternate voting member who may be either a member of the Select Board or a community member. It shall be the responsibility of the Fayette and Wayne committee members to report to their respective Select Boards on the materials presented at all committee meetings. It shall be the responsibility of the Station Manager to report to the Readfield Select Board on all materials presented at the committee meetings. The parties agree to establish such other and further permanent and ad hoc Advisory Committees as they deem necessary during the term of this Agreement. The Town Managers of Fayette and Wayne may advise the Readfield Town Manager on all matters of this Agreement.

C. Financial Records. The financial records for the Station shall be maintained by the Treasurer of the Town of Readfield. The records of the Station shall be public records to the same extent as other municipal records, and shall be available for public inspection and copying pursuant to the Maine Right to Know Law (M.R.S.A. Title 1, Chapter 13). The Readfield Treasurer shall prepare monthly financial reports to be issued to the Select Board of the member towns, and shall be available to consult with the Select Board of the member towns with regard to any financial transaction.

<u>D. Accounts Payable</u>. All payments for services and goods for the Station shall be approved by a majority of the Select Board of the Town of Readfield.

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

This obligation to indemnify shall not waive any defense immunity or limitation of liability, which may be available to the officers, agents or employees of any participating Town, under the Maine Tort Claims Act pursuant to the provisions of 14 MRSA Section 8101 et seq. or any other privileges or immunities as may be provided by law.

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

V. Financing and Budgeting of the Station

- A. <u>Division of Operating Expenses</u>. The member towns shall share in the operating expenses of the Station. The portion of operating expenses to be paid by each municipality shall be reported as a percentage carried to three decimal places and shall be determined by dividing the most recent State of Maine real property valuation for each member town by the total State of Maine real property valuation of all member towns. In the event the Station becomes equipped with appropriate scales or other mechanisms for competent tracking of each municipality's solid waste disposal, the member towns herein agree to substitute the formula provided above for a formula based on actual usage. Operating expenses shall include all expenses associated with the Station, except for capital expenses. Such operating expenses include (but are not limited to): waste disposal fees, hauling fees, recycling fees, wages of employees, utilities, security costs, insurance, office and administrative expenses, ordinary maintenance of equipment, and replacement of equipment that has a life expectancy of less than two years and costs less than \$5,000.00.
- B. <u>Division of Capital Expenses</u>. In order to deliver planned capital investments and buffer against unanticipated capital expenses, the member towns shall share in the capital expenses of the Station through annual contributions to a designated capital reserve managed by the Town of Readfield. The portion of capital expenses to be paid by each municipality shall be reported as a percentage carried to three decimal places and shall be determined by dividing the most recent State of Maine real property valuation for each member town by the total State of Maine real property valuation of all member towns. In the event the Station becomes equipped with appropriate scales or other mechanisms for competent tracking of each municipality's solid waste disposal, the member towns herein agree to substitute the formula provided above for a formula based on actual usage. Capital Expenses shall include all Station related improvements and equipment with an expected useful life in excess of two years or a cost in

excess of \$5,000. Such capital expenses include (but are not limited to): compactors, recycling cans, backhoe, scales, buildings with the exception of the Readfield Maintenance building, permanent structures, access road surfaces and earthworks, holding tanks, and storage containers. Because the backhoe is shared with other departments in Readfield, the portion of the replacement cost attributed to the Station shall be 50%. Combined annual contribution by the member towns to the reserve shall be initially set at eight percent of the budgeted net operating expense of the Station and may be adjusted by mutual agreement of the Select Boards of the member towns.

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

- C. <u>Fee Income</u>. All income generated by the Station from waste disposal fees, permit fees, etc. (whatever or whoever the source) shall be retained by the Town of Readfield and used to reduce the operating expenses thereof. Each community shall be empowered to issue permits for use of the Station at such fees as recommended by the SWRC and as agreed upon by all member towns.
- D. Annual Budget & Capital Investment Plan. The Readfield Town Manager shall prepare an annual budget and capital investment plan for the Station for presentation to the Select Board and Budget Committee of each member town. The budget and capital investment plan shall presume a fiscal year of July 1 to June 30. The budget and capital investment plan shall be prepared sufficiently in advance of the annual town meeting of each town to permit considerations of each town's share of the expenses on the annual town warrant. The Town of Readfield shall bill the Towns of Fayette and Wayne each calendar month in arrears for their share of the actual incurred operating expenses and designated capital reserve contributions. The Towns of Fayette and Wayne shall remit to the Town of Readfield the billed amount within thirty days of presentation. Changes in the annual budget following adoption must be approved by a majority of the Select Board in each member town. Each town shall be responsible for prudently incurred expenses recommended by the SWRC and approved by the Readfield Select Board, and each town shall convene such meetings of the legislative body as may be necessary for consideration of the budget, original appropriations and supplemental appropriations (if any) for each town's share of the operating and capital expenses of the Station.
- E. <u>Title to Property</u>. Title to the real estate, equipment and personal property supplied by the Town of Readfield (including the Station equipment) not subject to a separate agreement shall remain in the Town of Readfield.

VI. Duration and Termination of Agreement

A. <u>Term</u>. This Agreement shall be effective for three years from the date of the Agreement, subject to approval of each member town's legislative body at Town Meeting, and shall continue thereafter for successive three-year terms unless terminated by any member town.

- B. <u>Termination</u>. After the expiration of the initial three year term, this Agreement may be terminated by any party through written notice provided to all parties no less than twelve months in advance of the intended termination date. The notice of termination shall be effective when delivered in writing to the Town Manager or Chair of the Select Board of the other member towns. The effective date of termination shall be the end of the first fiscal year (July 1 to June 30) following expiration of the notice period. The failure of a member town to appropriate funds at its annual town meeting required to meet their share of the expenses incurred to operate the Station as identified in Section V of this Agreement shall serve as a notice of termination, unless the funds are appropriated at a subsequent special town meeting called within 120 days of the annual town meeting. Any notice of termination shall not relieve a member town of its liability for expenses incurred prior to the effective date of termination at the end of the applicable fiscal year.
- C. <u>Disposition of Funds and Property Upon Termination of this Agreement by any member Town</u>. Upon termination of this Agreement, the Station, all equipment, personal property and real property shall remain the sole and exclusive property of the Town of Readfield. All remaining funds of the Station after payment of all bills accrued through the effective date of termination shall become the sole and exclusive property of the Town of Readfield.

VII. Dispute Resolution

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

VIII. Adoption and Amendment

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

| In Witness Whereof, the duly authorized Select Boards of the Town of Fayette, the Town of Readfield, and of the Town of Wayne do hereby set their hands and seals as approved on this day of, 2017. | | | | |
|---|-------------------------------|---------------------------|--|--|
| Town of Fayette, Maine, by: | Town of Readfield, Maine, by: | Town of Wayne, Maine, by: | | |
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Future Agenda Items - Proposed DRAFT

July - Potential Meeting / Workshop Items

Volunteer appreciation / ballfield dedication event (Saturday, July 22nd, 4:00pm at the Fairgrounds)

August - Potential Meeting / Workshop Items

Summer Residents Meeting (August 4th at 5:00pm)

Select Board Retreat (August 18th at 9:00am)

Potential Future Meeting / Workshop Items:

Appeals process and appeals matrix review

Conflict of Interest Ordinance review

Contingency Policy discussion

County Commissioner / County Sheriff meeting

Investment strategies

Marijuana regulation discussion

Meeting with local businesses

Parking, signage, and access at the Fairgrounds

Personal Property Taxes

Plastic recycling

Procedures for Appointment and Reappointment review

Student engineering work at the Transfer Station

Town building review

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