#### Readfield Select Board Regular Meeting Agenda

**September 19, 2016** 

Meeting starts: 6:00 PM

Meeting ends (unless extended): 9:00 PM Location: Readfield Town Office - Giles Hall

#### **Executive Session - 30 minutes**

To have the Select Board hold an executive session for the purpose of discussing an employment contract with the Town Manager pursuant to 1 MRSA, Section 405, subsection 6(A).

#### Pledge of Allegiance

#### Regular Meeting - 10 minutes

17-058 - Minutes: Select Board meeting minutes of September 06, 2016. - 5 minutes

17-059 - Warrants: #12 & #13. - 5 minutes

#### Communications - 40 minutes

Select Board communications. - 15 minutes

Town Manager Report - 5 minutes

Boards, Committees, Commissions & Departments - 5 minutes

- Cobbossee Watershed District Minutes of April 12, 2016
- Library Board Minutes of July 6, 2016

Public Communication - Members of the public may address the Select Board. – 15 minutes

#### Appointments & Re-appointments - 5 minutes

17-060 - Accept the resignation of Peter Barengo from the Budget Committee

17-061 - Appoint a member to the Heritage Days Committee

17-062 - Appoint Select Board members to review warrants for the coming quarters

#### Short Break

#### **Unfinished Business - 15 minutes**

17-048 - Town Manager review and contract process, contract signing. - 15 minutes

#### **New Business - 65 minutes**

17-063 - Constitution Week Proclamation - 10 minutes - will likely be taken out of order

17-064 - Consider a contract for Maranacook Lake Outlet Dam engineering services - 10 minutes

17-065 - Set the Date for the Annual Chairs Meeting - 5 minutes

17-066 - Consider changes to the structure and timing of Select Board Meetings - 20

17-067 - Comp Plan Goals Quarterly Review - 15 minutes

17-068 - Consider a General Obligation Bond Resolution and sample Loan Agreement relating to the purchase of a Fire Truck approved on November 3, 2015 - 5 minutes

17-069 - Consider a Payment Stream Assignment Consent from Androscoggin Bank - 5 minutes

17-070 - Other. - 5 minutes

#### Future Agenda Items - 5 minutes

As identified in Appendix A.

Other.

#### Adjournment

# REGULAR MEETING

- MINUTES
- WARRANTS

## Readfield Select Board Regular Meeting Minutes – September 6, 2016 – *Unapproved*

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

Others Attending: Eric Dyer (Town Manager), Kristin Parks (Board Secretary), William Starret (Channel 7), Grace Keene, Lenny Reay, Sandra Rourke, John Cushing, Deb Doten

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

#### Regular Meeting

- 17-050 Minutes: Select Board meeting minutes of August 22, 2016
  - ➤ Motion made by Mr. Parent to approve the minutes of the August 22, 2016 meeting as amended, second by Mr. Dunham. Vote 5-0 in favor.
- 17-041 Warrants #10 & #11
  - ➤ Motion made by Mrs. Sammons to approve Warrants #10 & #11 in the amount of \$326,251.88, second by Mrs. Woodsum. Vote 5-0 in favor.

#### **Communications**

- Select Board Communications
  - Mrs. Sammons let us know we need volunteers and due to intimidation factors of others, please be careful of what we say in public comments. Also said to be impartial of both sides for citizens.
  - Planning is started for a Veterans Memorial on Veterans Day, please contact with Christine Sammons if y interested in helping with the event.
  - Mrs. Woodsum wanted to remind all the Selectboard of the code of ethics.
  - > Mr. Dunham spoke regarding a follow up on the appointment procedures, suggested we review what the committee has come up with and then go from there. Thinking a workshop with MMA to help with the governance goals, particularly with the secret ballot process.
  - Mr. Dunham asked is a response for Mr. Reay had been done as he hasn't seen anything yet.
- Town Manager
  - Mr. Dyer went over his Town Manager report dated for September 6, 2016.
- Boards, Committees, Commissions & Departments
  - ➤ Age Friendly Community Committee minutes of August 3, 2016
  - Conservation Committee minutes of March 8, 2016 & June 15, 2016
    - Thank you all for submitting your minutes.
- Public Communications Members of the public may address the Select Board on any topic
  - ➤ Lenny Reay voiced his concern that there is bullying happening in the town. Asked Mr. Parent regarding his bid on the town's mower. Mr. Parent responded.

## Readfield Select Board Regular Meeting Minutes – September 6, 2016 – *Unapproved*

#### **Appointments & Re-Appointments:**

#### • 17-052 – Appoint one member to the Appeals Board

- Mr. Bourgoine spoke and let everyone know we do need more members for this board. Have to have 5 members to function. Mr. Dyer to look into more information on the Board of Appeals.
- ➤ Motion made by Mrs. Woodsum to appoint Allen Curtis to the Board of Appeals for a 3 year term beginning tonight and ending June 30, 2019, Second by Mr. Dunham. Vote 4-1, opposed by Mr. Parent.

#### **Short Stretch Break**

#### **Unfinished Business:**

#### • 17-045 – Signing of the Snow & Ice Control Contract and Contract Amendment

- ➤ Motion made by Mrs. Woodsum to approve the Snow & Ice Control Contract Amendment as presented in the packet, Second by Mrs. Sammons. Mrs. Woodsum withdrew her motion, Mrs. Sammons withdrew her second.
- Motion made by Mrs. Woodsum to approve the Snow & Ice Control Contract and Contract Amendment as put forth in the Selectboard packet, Second by Mrs. Sammons. Discussion: Mr. Dyer went over the contract amendment as presented in the packet. Mr. Dunham spoke regarding concerns on why he can't support the vote. Discussion amongst the Selectboard on pulling apart the bid(s) and pricing differences. Vote 4-1, opposed by Mr. Dunham.

#### • 17-048 – Town Manager review and contract process

Mr. Bourgoine went over the information presented in the packet regarding the Town Manager review and process. Two executive sessions as part of the review. Brief discussion amongst the Selectboard to discuss the process as presented. Mr. Dyer requested to not see any direct comments regarding his review. The Selectboard agreed that they would like to take a little longer process on the Town Manager evaluation. Four volunteers to address each component. John-Employees, Katherine-Board, Committee and Commission Chairs, Christine-Major Vendors and Inter-local Partners, Tom-Public. Executive Session on September 19 to do the Town Manager Contract. First part of evaluation to be complete by end of September and have completed by middle of October.

#### **New Business:**

#### • 17-053 – Set annual General Assistance maximums

- Mr. Dyer went over the information as presented in the packet. This is updated every year.
- ➤ Motion made by Mrs. Woodsum to adopt the MMA General Assistance Maximums from October 1, 216 to September 30, 2017, Second by Mr. Dunham. Vote 5-0.

#### • 17-054 – Adopt goals identified at the Select Board retreat

- > Mr. Bourgoine gave a brief overview.
- ➤ Mr. Dunham suggested seeking a workshop with MMA regarding the Governance goals and addressing any specific concerns or issues. Mr. Dyer to speak with MMA and see what they think.

## Readfield Select Board Regular Meeting Minutes – September 6, 2016 – *Unapproved*

- > Selectboard members to start looking into timelines, start dates and when to begin.
- ➤ Motion made by Mrs. Woodsum to adopt the governance and non-governance goals as listed, Second by Mrs. Sammons. Discussion: The document presented was just a one page review, facilitator to present the full document to the Selectboard. Vote 5-0 in favor.

#### • 17-055 – Review recommendations for communication between Select Board members

- > Mr. Bourgoine gave a brief review on what this item is about. Mainly regarding Selectboard members communicating through email. Discussion amongst the Selectboard and the lines of communication. Just information is sent by email, no business/decisions done. Future agenda items sent to Eric Dyer and Bruce Bourgoine. CC all items to Robin Lint.
- 17-056 Consider a contract with Winthrop Ambulance Service
  - A slight increase in this year's upcoming contract.
  - ➤ Motion made by Mrs. Woodsum to authorize the Town Manager to sign the Winthrop Ambulance Services Contract for the FY 2016/2017 at the rate of \$9.00 per capita, Second by Mr. Parent. Vote 5-0 in favor.
- 17-057 Other None

#### **Future Agenda Items:**

- September 19 -
  - Constitution Week Proclamation
  - > Discussion of a proposed trail near the Transfer Station with the Trails Committee
  - > Town Manager Contract
  - > Set the Date for the Annual Chairs Meeting
  - > Comp Plan Goals Quarterly Review

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

Minutes recorded by Kristin Parks, Board Secretary

# **COMMUNICATIONS**

- SELECT BOARD
- Town Manager
- BOARDS & COMMITTEES
- Public Communications

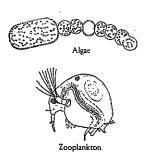
#### COBBOSSEE WATERSHED DISTRICT

ROBERT C. CLUNIE, JR. Chairperson

WILLIAM J. MONAGLE Executive Director

P.O. Box 418, Winthrop, Maine 04364 Telephone (207) 377-2234

Maine's first regional lake management district



#### **MINUTES**

The Cobbossee Watershed District Board of Trustees held its four-hundred and twenty-fourth meeting on April 12, 2016 at 7:00 PM, at the Winthrop Police Department's Conference Room, Winthrop, Maine. Present were:

Robert Clunie – Gardiner trustee, Chairperson
Jane Andrews – Wayne Trustee
Daniel Bailey – Litchfield Trustee
Douglas Ludewig – Monmouth Trustee, Clerk
Ginger Jordan-Hillier – Monmouth Trustee (alt.)
Steve Musica – Richmond Trustee
Joseph Saunders – Monmouth Trustee
Heinz Walbaum – Winthrop Trustee, Vice Chairperson
Daniel Wells – Winthrop Utilities District Trustee, Treasurer
Alexander Wright – Manchester Trustee
William Monagle – Executive Director
Wendy Dennis – Limnologist
Ryan Burton – Water Resources Technician

Chairman Clunie called the meeting to order at 7:01 PM.

Mr. Monagle presented the March Financial Report. He circulated copies of a corrected report stating that the version that he mailed previously did not include revenues received during the month. Trustee Saunders **moved** to accept the March Financial Report as corrected; Trustee Walbaum **seconded**; the motion **passed** unanimously.

Mr. Monagle reported that the budget committee met prior to this meeting to consider a budget for fiscal year 2017. He explained the budget that the committee is supporting that includes an increase in municipal assessments of 5 percent. He said that FY 2017 includes 27 biweekly pay periods as opposed to the more common 26 pay periods. Trustee Saunders **moved** to accept the budget recommendations of the committee; Trustee Walbaum **seconded**; the motion **passed** unanimously. He said the annual budget meeting has been scheduled for May 24<sup>th</sup> and that the program will include presentations from both he and Ms. Dennis on CWD programs and activities.

Mr. Monagle said the Cobbossee Lake Watershed Protection Project, which is funded under the Maine DEP's non-point source pollution (NPS) grant program (Clean Water Act

§319), is just getting underway. He said the Friends of the Cobbossee Watershed (FOCW) have entered into a contract to partner with the CWD on the project. He said the project steering committee will hold its first meeting tomorrow. The project, he said, will focus on addressing a number of documented NPS sites in the watershed as well as promoting public education and outreach. Mr. Monagle reported that there is much work to do on the Wilson Pond NPS Watershed Restoration Project, Phase II (CWA §319) which has been extended until December 2016. He said that the closure of the unofficial and severely eroded boat launch at the Tempy Bridge on Mt. Pisgah Road will be decided by voters at the Wayne Town Meeting in June, and that in the meantime, he will be exploring prospective camp road upgrade projects in the collective watersheds of Berry, Dexter, and Wilson Ponds. With regard to the Torsey Pond Watershed Survey Project, he said that a survey training session for volunteers has been scheduled for May 7th at the Readfield Town Office. He said that the Torsey Pond Association has mailed 250 letters to watershed residents informing them of the survey. He said it is expected that the survey will occur in May and June and he hopes to wrap the project up by late summer.

Mr. Burton reported that below normal snowfall and above average temperatures this past winter has resulted in reduced spring runoff to district lakes and ponds. Therefore, he said, the potential for flooding has been greatly reduced, but not eliminated. The goal at this point, he said, is to gradually refill the lakes and transition them to their respective full pond levels for the summer season. He said all lakes are currently within their spring water level standards with the exception of Cobbossee Lake where the water level is increasing and should soon satisfy spring standards.

Ms. Dennis provided an update on the Maranacook Lake Dam Renovation Project saying that with regards to the accumulation of municipal funding support, the Town of Readfield's Select Board and the Budget Committee are in favor of the warrant article to go to the voters at the annual meeting. She said that she had previously met with the Winthrop Town Council and is now scheduled to meet with them at a budget workshop on April 25<sup>th</sup>. She said that she will be interested to see if the Town of Winthrop's share of the funds for the project will be included in the town manager's budget. She reported that the New Mills Dam Committee has been working with Commercial Divers to come next month to seal several small leaks in the New Mills Dam. She said the Town of Manchester will also hire Commercial Divers to conduct an inspection of the Cobbossee Lake Dam. She said there is a known problem with one of the large gates not closing completely, but that an inspection to see if there are other new problems needs to be conducted.

The meeting adjourned at 8:17 P.M.

Respectfully submitted,

William J. Monagle, CLM

Executive Director Secretary to the Board

COBBOSSEE WATERSHED DISTRICT

ROBERT C. CLUNIE, JR. Chairperson

WILLIAM J. MONAGLE Executive Director P.O. Box 418, Winthrop, Maine 04364 Telephone (207) 377-2234

Maine's first regional lake management dis





The Cobbossee Watershed District Board of Trustees will meet on Tuesday,
September 13, 2016, at 7:00 PM, at the Winthrop Police Station, 2<sup>nd</sup> Floor Conference Room,
15 Town Hall Lane, Winthrop, Maine.

- 1. Call to Order.
- 2. Approval of the April and May Budget Meeting Minutes (available at meeting).
- 3. Approval of the July and August Financial Reports.
- 4. Project Updates
  - Cobbossee Lake NPS Watershed Protection Project (CWA §319).
  - Wilson Pond NPS Watershed Restoration Project, Phase II (CWA §319).
  - Torsey Pond Watershed Survey.
  - Prospective Project Cochnewagon Lake Watershed
- 5. Lake Water Levels Report.
  - Current Water Levels Status.
  - Maranacook Lake Outlet Dam Project.
- 6. Lake Water Quality Update.
- 7. Invasive Aquatic Plant (e.g. milfoil) Initiatives.
- 8. Executive Director's Report / Staff Activities / Other Business.
  - Report Nominations Committee.
- 9. Adjourn.

#### COBBOSSEE WATERSHED DISTRICT

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#### **FINANCIAL REPORT FOR JULY 2016**

(92% of fiscal year remains)

	BUDGETED	Expended	YTD	Balance	% Remaining
DIRECT COSTS					040/
Personnel	179,352.00	16,143.41	16,143.41	163,208.59	91%
Monitoring expenses	10,000.00	88.92	88.92	9,911.08	99%
Conference expenses	200.00	0.00	0.00	200.00	100%
Pro. Development	500.00	0.00	0.00	500.00	100%
Education/Information	200.00	0.00	0.00	200.00	100%
Bookkeeping Contractual	1,400.00	138.03	138.03	1,261.97	90%
Cobbossee 319 NPS Direct	7,973.00	0.00	0.00	7,973.00	100%
Cobbossee 319	37,185.00	0.00	0.00	37,185.00	100%
Gage Operation	3,600.00	105.61	105.61	3,494.39	97%
Trustees expenses	600.00	650.00	650.00	-50.00	-8%
TOTAL	241,010.00	17,125.97	17,125.97		93%
OVERHEAD COSTS					
Health benefits	22,721.00	1,720.61	1,720.61	21,000.39	92%
Unemployment comp.	350.00	10.45	10.45	339.55	97%
Social Security	13,720.00	1,663.26	1,663.26	12,056.74	88%
Benefits subtot.	36,791.00	3,394.32	3,394.32	33,396.68	91%
Office supplies	1,600.00	125.00	125.00	1,475.00	92%
Photocopy/printing	575.00	0.00	0.00	575.00	100%
Telephone	1,700,00	147.87	147.87	1,552.13	91%
Postage	325.00	0.00	0.00	325.00	100%
GIS License	400.00	0.00	0.00	400.00	100%
Library	725.00	45.95	45.95		94%
Petty Cash	100.00	0.00	0.00		100%
Off.Oper.subtot.	5,425.00	318.82	318.82		94%
On:Oper,subtot.	5,425.00	310.02	310.02	5,100.16	8470
Office rent	13,100.00	1,076.00	1,076.00	12,024.00	92%
Truck operations	1,750.00	113.08	113.08	1,636.92	94%
Accounting/legal	750.00	0.00	0.00	750.00	100%
Insurance	6,000.00	2,319.00	2,319.00	3,681.00	61%
TOTAL	63,816.00	7,221.22	7,221.22	56,594.78	89%
Capital expense	1,000.00	0.00	0.00	1,000.00	100%
AS BUDGETED	305,826.00	24,347.19	24,347.19	281,478.81	92%
UNBUDGETED EXPENSES (See Notes*)		0.00	0.00		
TOTAL EXPENSES		.24,347.:19	24,347.19		Tall Salah Front Affice

#### July 2016, cont'd.

	BUDGETED	Received	YTD	Balance	% Remaining
INCOME					
Municipal assessment	221,073.00	41,690.33	41,690.33	179,382.67	81%
Water District cont.	9,152.00	3,050.67	3,050.67	6,101.33	67%
Federal/State Grants					
Cobbossee 319	62,598.00	0.00	0.00	62,598.00	100%
Contracts/fees	1,500.00	0.00	0.00	1,500.00	100%
Contributions/misc.	750.00	250.00	250.00	500.00	67%
Forward from Reserve	10,753.00	0.00	0.00	10,753.00	100%
TOTAL REVENUES AS	305,826.00	44,991.00	44,991.00	260,835.00	85%
BUDGETED	A Section of the sect	. Responsible to a second of	A Assessment a mean of		
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UNBUDGETED REVENUES		0.00	0.00		
(See Notes*)					
TOTAL REVENUES		44.991.00	44,991.00		
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CASH BALANCES					
Checking Account	07/29/2016		72,663.96		
Stormwater Comp. Funds	0112012010				
- Cobbossee Lake (DEP)	07/29/2016		16,768.82		
- Annabessacook Lake (DEP)	07/29/2016		6,209.42		
- Woodbury Pond (DEP)	07/29/2016		622.91		
- General Fund (CWD)	07/29/2016		10,865.99		
TOTAL	0112012010		107,131.10		

NOTES:

#### COBBOSSEE WATERSHED DISTRICT

ROBERT C. CLUNIE, JR. Chairperson

P.O. Box 418, Winthrop, Maine 04364 Telephone (207) 377-2234

Maine's first regional lake management district





WILLIAM J. MONAGLE
Executive Director

#### **FINANCIAL REPORT FOR AUGUST 2016**

(83% of fiscal year remains)

	BUDGETED	Expended	YTD	Balance	% Remaining
DIRECT COSTS					
Personnel	179,352.00	14,575.94	30,719.35	148,632.65	83%
Monitoring expenses	10,000.00	83.61	172.53	9,827.47	98%
Conference expenses	200.00	0.00	0.00	200.00	100%
Pro. Development	500.00	0.00	0.00	500.00	100%
Education/Information	200.00	0.00	0.00	200.00	100%
Bookkeeping	1,400.00	86.52	224.55	1,175.45	84%
Contractual					
Cobbossee 319	7,973.00	0.00	0.00	7,973.00	100%
NPS Direct					
Cobbossee 319	37,185.00	3,340.00	3,340.00	33,845.00	91%
Gage Operation	3,600.00	107.19	212.80	3,387.20	94%
Trustees expenses	600.00	0.00	650.00	-50.00	-8%
TOTAL	241,010.00	18,193.26	35,319.23	205,690.77	85%
	• •				
OVERHEAD COSTS	00 704 00	4 700 04	0.444.00	40.070.70	
Health benefits	22,721.00	1,720.61	3,441.22	19,279.78	85%
Unemployment comp.	350.00	7.48	17.93	332.07	95%
Social Security	13,720.00	1,115.04	2,778.30	10,941.70	80%
Benefits subtot.	36,791.00	2,843.13	6,237.45	30,553.55	83%
Office supplies	1,600.00	0.00	125.00	1,475.00	92%
Photocopy/printing	575.00	0.00	0.00	575.00	100%
Telephone	1,700.00	145.31	293.18		83%
Postage	325.00	47.00	47.00	-	86%
GIS License	400.00	0.00	0.00	400.00	100%
Library	725.00	45.95	91.90	633.10	87%
Petty Cash	100.00	0.00	0.00		100%
Off.Oper.subtot.	5,425.00	238.26	557.08		90%
Office and the second	40,400,00	4 070 00	0.450.00	40.040.00	0.40/
Office rent	13,100.00	1,076.00	2,152.00		84%
Truck operations	1,750.00	78.48	191.56	•	
Accounting/legal	750.00	0.00	0.00		
Insurance	6,000.00	0.00	2,319.00	3,681.00	61%
TOTAL	63,816.00	4,235.87	11,457.09	52,358.91	82%
Capital expense	1,000.00 <b>S</b> T	0.00	0.00	1,000.00	100%
AS BUDGETED	305,826.00	22,429.13	46,776.32	259,049.68	85%
UNBUDGETED EXPENS	EES	0.00	0.00	)	
TOTAL EXPENSES		22,429.13	46,776.32		老婆 不为

#### August 2016, cont'd.

	BUDGETED	Received	YTD	Balance	% Remaining
INCOME					
Municipal assessment	221,073.00	49,155.33	90,845.66	130,227.34	59%
Water District cont.	9,152.00	0.00	3,050.67	6,101.33	67%
Federal/State Grants	•				
Cobbossee 319	62,598.00	0.00	0.00	62,598.00	100%
Contracts/fees	1,500.00	0.00	0.00	1,500.00	100%
Contributions/misc.	750.00	0.00	250.00	500.00	67%
Forward from Reserve	10,753.00	0.00	0.00	10,753.00	100%
TOTAL REVENUES AS	395.826.00	49,155.33	94,146.33		69%
		, and jung-		and the second section of the second	74.7 (4) (6)
BUDGERED					
UNBUDGETED REVENUES		0.00	0.00		
(See Notes*)					
TOTAL REVENUES		49,155.33	94,146.33		
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#### CASH BALANCES

Checking Account	08/31/2016	99,220.56
Stormwater Comp. Funds	·	
- Cobbossee Lake (DEP)	07/29/2016	16,768.82
- Annabessacook Lake (DEP)	07/29/2016	6,209.42
- Woodbury Pond (DEP)	07/29/2016	622.91
- General Fund (CWD)	07/29/2016	<u> 10,865.99</u>
TOTAL		133,687.70

NOTES:

#### READFIELD LIBRARY BOARD MEETING JULY 6, 2016

The meeting was called to order at 6:35 by Chair, Deb Peale.

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

Excused was Pam Mitchell.

June's Secretary's report: Accepted June's Treasurer's report: Accepted Librarian's Report:

- The Maine Humanities Book Club had it's final meeting on Wednesday, June 29. It was a successful program and we will consider doing it again in the fall.
- Summer Reading Program is off to a good start. Nancy visited the Elementary School and connected with the students. Kickoff party went well with 35 sign-ups on day one. Since then we have had 80 sign ups and participants have read 401 books, roughly where we were at this point last year.
- Children's story hour has been going well, with healthy participation for four weeks in a row. Christy Morrison, a volunteer, has been very helpful in getting the crafts prepared for story hour.
- Silent Auction has been going slowly.
- Partnership with Adhoc Committee on Aging: Readfield recently started a new committee on aging. We will be discussing how we can help with this program. For one, they will be donating a number of books on care giving, which we will highlight. We have discussed delivering books to housebound individuals in the past and they are considering offering a taxi-type service for people who cannot drive.
- Year End Stats: Nancy recently put together the statistics for the end of the year. In the fiscal year ending in June 2016 saw our circulation increase by approx. 11% which is an increase of around 60% from six years ago. Adult nonfiction, teen and audio decreased but children's circulation was WAY up, going from 3863 books circulated in FY 2014-2105, to 4860 in 2015-2016. Patron tally has increased by approx. 6%. We have about the same amount of programs (around 30) but participation has increased from 379 to 668.
- Nancy asked for a Board decision: The Shaw Library in Mt. Vernon will be going through renovations this fall and will be offering limited services during that time. Mary Anne Libby, the Librarian, asked if their residents could purchase temporary cards for the four or five month period the renovations were to take place. A discussion followed: A motion was made by Brenda Lake to allow Mt. Vernon's residents a 6 month temporary library card for the amount of \$12.50. It was seconded by Donna Witherill. The motion was approved.
- Upcoming Booksale: Nancy has done some advertising online and will be cutting off book donations by the end of July.
- Future projects for the fall: Rearranging sections, weeding the Maine section, and planning volunteer appreciation day.

#### **Old Business:**

- Slate of Officers for 2016-2017 has been voted on. It is as follows: Deb Peale, Chairperson, Lori Clark, Vice-Chairperson, Betty Peterson, Secretary and Beverly Monsulick as Treasurer. All approved.
- Quilt raffle: More tickets have been sold.
- Surplus sale/silent auction: People are looking. Have about 3 or 4 bids. Put in Advertiser and online again.
- Leftover books from sale: Goodwill, Pal's and various community organizations will take the leftover books.
- Book sale: Proceeding according to schedule.

#### **New Business:**

 Age Friendly Community Board/Library Board of Trustees collaboration: Will be discussed more at our next meeting.

The next meeting will be held on Wednesday, September 7, at 6:30 at the Library.

A motion was made to adjourn at 8:11.

Respectfully submitted, Betty Peterson, Secretary

# APPOINTMENTS & REAPPOINTMENTS & RESIGNATIONS

Peter J. Barengo 89 P Ridge Rd. Readfield, ME 04355

August 30, 2016

Bruce Bourgoine Select Board Chair Town of Readfield 8 Old Kents Hill Rd. Readfield, ME 04355

Dear Bruce,

Please accept this letter as resignation from my position on Readfield's Budget Committee. I hereby relinquish all responsibilities as a member of the Committee effective immediately.

I apologize for any inconvenience that my resignation may cause. If any clarification is needed, please do not hesitate to contact me. My phone number is 685-0928 and my email address is pbarengo@gmail.com.

It has been a pleasure and an honor to serve the Town of Readfield in this capacity. I wish the members of the committee continued success in the future.

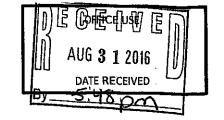
Best regards,

Peter I Barens

Readfield Board of Selectmen September 19, 2016 Item # 17-061

#### **TOWN OF READFIELD**





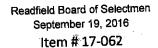
The Select Board shall not discriminate against an applicant based on religion, age, sex, marital status, race color, ancestry, national origin, sexual orientation or physical or mental disabilities. The Select Board may exclude from consideration any applicant with physical or mental disabilities only 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? HERITAGE DAYS COMMITTEE	Term:
Do you have previous experience on this board or com	nmittee? Yes X No
Name: Valafre J Pomerleau	Phone (H):
Street address: 863 Main St	Phone (C): (207)458-2124
Mailing address: 863 Main St Readfield ME 04355	
E-Mail: vpomerleau@readlied maine.com	•
Below please tell us of any experience and/or training	
Have helped with many fundraisers. Have lived in Re	
things that work for this event as well as some that	haven't. This is a wonderful community
event that is fun for everyone!	
Below please tell us the reason you are interested	ed in applying for this position.
I would like to help incorporate more of Readfield's	heritage into this event. The Town Farm
Historical Society and Trails are all great town asset	ts that should be part of this event.
If you are currently employed, what	is your position?
Membership Database Specialist	

### APPLICATION FOR APPOINTMENT FOR:

Name:	Valarie J Pon	erleau	Position:	Heritage 1	Days Com	ittee	Term: 8-31-17
applicati	on is required by la	w to be available	for public vi	ewing and agre	ees to hold	the Town o	ormation contained in this of Readfield harmless from ommittee or commission
	approve the use o					-	
_							e: 8/05/16
		CLERK'S U	SE BEFO	RE THE AF	POINT	MENT	
This is a	Consecutive Re-	Appointment	Yes	<b>⋈</b> No			
	s position adverti	ک	_	If no, plea			
Confirm	ation from Appli	cant of attendar	ice at Selec	t Board Mee	ting if requ	uired. 〔	Yes X No
Confirm	ed meeting date:			2016 Ha	ill atte	abbt.	I yes X No but if needed e mtg on. 10/3
	1			ARD APPO	San San St. Company	ithings god.	
то 🔽	alarie Pomer	-lecu o	f Readfield	, in the Coun	tv of Kenn	ebec and	State of Maine: There
of Read	position on the ( field do, in accord sition within and	Herita dilance with the	e Doc provisions o	f the laws of	we the State	e Select B of Maine,	oard of the Municipality hereby appoint you to
9-19	(-16 thru	8-31-2017	]. Given	under our ha	and this	19 day	y of Sept 2016.
E	Bruce Bourgoine		Thoma	s Dunham	-	Joh	nn Parent
<del>-</del>	Christine S	ammons		Kath	nryn Mills \	Noodsum	
		CLERK'S L	JSE AFTE	R THE AP	POINTN	IENT	· · · · · · · · · · · · · · · · · · ·
Chair ha	is been notified o	f appointment?	Yes	No	if yes	s, what da	te:
Is an Oa	th appropriate:		Yes	No	If ye	s, what da	te
Revised 08/	01/2016 for in office use.						•





#### **TOWN OF READFIELD**

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

#### Fiscal Year 2017 Financial Warrant Review Appointments

First Quarter, July 1 through September 30, 2016	Christine Sammons
Second Quarter ,October 1 through December 31, 2016	
Third Quarter, January 1 through March 31, 2017	-
Fourth Quarter, April 1 through June 30, 2017	

# Unfinished Business



## EMPLOYMENT AGREEMENT & CONTRACT TOWN OF READFIELD AND ERIC W. DYER

Readfield Board of Selectmen September 19, 2016 Item # 17-048

This Employment Agreement & Contract outlines the terms and conditions of employment for the position of Town Manager by and through the Select Board of the Town of Readfield, Maine and Mr. Eric W. Dyer. The effective date of this agreement is October 1, 2016.

#### **Duties and Appointments**

Mr. Eric W. Dyer agrees to perform faithfully and diligently the duties of Town Manager, fulfilling all statutory obligations for Town Manager as described in Maine law, together with obligations as described in Town Manager's Roles and Responsibilities as approved on 02/10//2014, attached hereto as Exhibit A.

It is expected that the Town Manager will also serve the following annual administrative appointments: Tax Collector, Treasurer, Road Commissioner, Transfer Station Manager, and Welfare Administrator as prescribed by the Town of Readfield's ordinances and procedures, including any other municipal positions to which appointed by the Select Board.

#### Salary

Annual salary shall be payable in accordance with the payroll procedures in place for all Town employees. Annually at the anniversary of this contract a minimum salary change of the Northeast Regional Consumer Price Index for all goods and services for the 12 month period ending in July of the current year will be implemented. The Select Board reserves the right to supplement the CPI adjustment with additional merit pay, as deemed appropriate at the sole discretion of the Select Board.

#### **Performance Evaluations**

A full 360-degree Performance Evaluation will be conducted annually by the anniversary of employment, including comments developed in advance by Town Manager. Results, including any plans for improvement, will be jointly developed and signed by the Select Board and by the Town Manager and included in the Town Manager's personnel file. Less formal semi-annual reviews will be held to determine progress and any resources or support necessary to help achieve or adjust to evolving priorities. The evaluation tools and documents to be used in the annual and semi-annual evaluations are attached to and incorporated as part of this contract. These documents may be amended by mutual agreement.

#### Personal Time Off

PTO will be granted at 15 days per year. PTO will be cumulative and any unused balance may be carried forward to subsequent years. Total PTO accrual, at the end of the Fiscal Year, will not exceed 120 hours. Upon separation, the Town will compensate the Town Manager for 100% of all accrued PTO-based upon the Town Manager's salary as of the date of separation.

#### **Health and Dental Insurance**

The Town shall pay 100% of the cost of the health insurance for the Town Manager and his family, and 100% of the dental insurance premium for the Town Manager. If the Town Manager elects any additional dependent insurance premiums, the Town Manager shall pay for such cost. Any consideration of a plan change during the contract period will be negotiated jointly by the Select Board and Town Manager.



#### Retirement/Dependent Care

The Town participates in the Social Security System. Both the Town and the Town Manager shall make the required respective contribution to the System, the amounts of the contributions to be determined in accordance with federal law. The Town shall also match any contribution made by the Town Manager to the International City Manager's Retirement Corporation or to a town managed dependent care account up to six (6.00%) percent of the Town Manager's annual salary. Payment shall be made to ICMA-RC in accordance with the plan in place for the Town of Readfield.

#### **Travel Allowance**

At his discretion, the Town Manager shall use private transportation on Town business. He will be paid for all actual and necessary use of private transportation on Town business at the current IRS mileage reimbursement rate for private vehicles or the actual cost of the transportation for mass transit. Incidental vehicle expenses (tolls and parking) will be reimbursed when documented with any other travel expenses on an expense report along with receipts.

#### **Professional Development**

The Town agrees to budget for and pay for the professional dues, subscriptions, travel and seminar registrations and related expenses of the Town Manager for professional participation, meetings, workshops and training adequate to continue his professional development. Said participation on Town time may include the international City Manager's Association, Maine Town and City Manager's Association, and other national, regional, state and local groups that the Town Manager and Select Board agree are desirable. The Town Manager may attend the Maine Municipal Association convention and the Maine Town and City Management annual meeting. Subject to annual budget constraints, the Town Manager may attend either the International City Manager's Association or National League of Cities annual meeting on a biennial basis.

#### **Term and Termination**

The initial Term of this contract shall be three years extending from October 1, 2016 through September 30, 2019. The Select Board shall notify the Town Manager on or prior to June 30, 2017 as to whether it wishes to negotiate a one-year extension of this contract through 2020, and again prior to June 30, 2018 as to whether it wishes to negotiate a one-year extension of this contract through 2021.

The Select Board may terminate the Town Manager's contract for cause or malfeasance at any time. No severance payment or continuation of health or dental insurance will be required of the Town in the event of termination for cause or malfeasance.

The Select Board may choose, for any reason, without the requirement to prove cause or malfeasance, to terminate the Town Manager's contract at any time. In this case, the Town will pay the Town Manager a severance amount equal to three months (25%) of the current annual salary, and will continue the Town Manager's health and dental insurance for three months.

The Town Manager will give three months notice in the event he intends to resign his employment with the Town, without any severance pay or additional benefits beyond the date of resignation, unless otherwise negotiated with the Select Board.



#### **Indemnification**

**Signatures** 

The Town will defend and indemnify the Town Manager against any tort, professional liability claim or demand or other legal action, whether or not it appears to have merit, arising out of an alleged act or omission occurring in the performance of the Town Manager's duties, except if the claim alleges fraud or other intentional torts or a criminal act, and as prohibited by law. The Town will either litigate or compromise and settle any such claim or suit and pay the amount of any judgment or settlement rendered thereon, whether levied against the Town of Readfield or the Town Manager personally. Indemnification will extend beyond termination of employment, to provide full and complete protection to the Town Manager, by the Town of Readfield, as described herein, for any acts lawfully undertaken or committed as Town Manager, regardless of whether the notice or filing of such a claim or lawsuit occurs during or after the Town Manager's employment with the Town.

#### Other Benefits and Obligations

Some other benefits and obligations shall be provided in accordance with the management and Personnel Policies of the Town of Readfield. The provisions in the Personnel Policies on Work Performance Evaluation, Grievances, Discipline and Appeals do not apply to the employment of the Town Manager. In lieu of these procedures, this contract will refer to MMA's guidelines on these items.

Town Manager:	
Read and agreed to:Mr. Eric W. D	Date:Date:
Select Board for the Town of Readfield Read and agreed to:	
Bruce Bourgoine, Chair	Chris Sammons, Vice Chair
Tom Dunham	Kathryn Mills Woodsum
John Parent	Date

# **NEW BUSINESS**

Readfield Board of Selectmen September 19, 2016 Item # 17-063



#### **TOWN OF READFIELD**

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

#### **Constitution Week Proclamation**

WHEREAS: September 17, 2016 marks the two-hundred twenty-ninth Anniversary of the drafting of the Constitution of the United States of America; and

WHEREAS: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

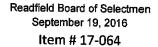
NOW, THEREFORE, WE, the Members of the Readfield Select Board and Readfield Town Manager do hereby proclaim the week of September 17 through 23 as:

#### CONSTITUTION WEEK

And ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 "by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained."

IN WITNESS WHEREOF: we have hereunto set our hands and caused the Seal of the Town to be affixed this 19th day of September of the year of our Lord two thousand sixteen.

Signed:		SEAL Attest:
Bruce Bourgoine, Chair	Christine Sammons, Vice Chair	
Tom Dunham	John Parent	
Kathryn Woodsum	Eric Dyer, Town Manager	





Date: September 13, 2016
To: Readfield Select Board

From: Wendy Dennis, Chair, Maranacook Lake Outlet Dam Committee

Re: Maranacook Lake Outlet Dam Modification: Detailed Engineering Design

The Maranacook Lake Outlet Dam Committee (hereafter the "Committee") voted unanimously on September 8<sup>th</sup> to recommend to the Towns of Readfield and Winthrop that they accept the revised proposal from GEI Consultants, dated September 7, 2016, submitted in response to the Request for Proposals dated August 9, 2016, for a Maranacook Lake Outlet Dam Modification: Detailed Engineering Design.

On August 9, 2016, the Committee issued an RFP on behalf of the Towns of Readfield and Winthrop for a Maranacook Lake Outlet Dam Modification: Detailed Engineering Design. The detailed engineering design step in the dam modification process was discussed with and approved by both Towns earlier in 2016. Both Towns have funds in their budgets for the design.

Two proposals were received by the August 30<sup>th</sup> deadline, whereby they were opened by Town Manager Peter Nielsen.

1. The H. L. Turner Group Cost: \$54,850.00 2. GEI Consultants Cost: \$43,000.00

Both proposals were thoroughly reviewed by the Committee and shared with the Town Managers. Both proposals showed an understanding of the project and presented a clear scope of services by appropriately qualified personnel. Both proposals exceeded the Committee's anticipated cost. Therefore, at a September 2<sup>nd</sup> Committee meeting attended by both Town Managers, the Committee decided to pursue negotiations with the low bidder, GEI Consultants, towards a project with a reduced scope of services and an associated reduced cost.

As a result, GEI Consultants submitted a revised proposal on September 7<sup>th</sup> for a base scope of work fixed price of \$30,000, with additional as-needed scope of work with an estimated budget of \$5,000 (beyond the fixed price). This reduced project price was achieved through elimination of some meetings and by the Cobbossee Watershed District/Towns taking on many of the permit application tasks. The more technical permit application sections that require engineering expertise will be provided by GEI on an as-needed basis under the estimated budget of \$5,000.

The Committee is asking the Town to approve the project as described in the revised proposal from GEI Consultants dated September 7, 2016. Readfield's share (53.3%) of the \$30,000 fixed price for the base scope of work is \$15,990, which has already been approved. The additional as-needed permitting assistance costs cannot be avoided, and cannot be exactly specified at this time, but has been estimated at \$5,000, with Readfield's share \$2,665. We will be as conservative as possible with the as-needed scope of work. The current (9/13/16) amount in Readfield's Maranacook Lake Dam account is \$64,975, which was appropriated for final engineering design and other pre-construction activities, plus a first installment towards construction.

The Winthrop Town Council voted on September 12<sup>th</sup> 6-0 in favor of the Committee's recommendation. The Committee hopes you approve the recommended proposal.



Consulting Engineers and Revised September 7, 2016

Engineers and Scientists August 29, 2016 Proposal 610011

Mr. Peter Nielsen Town Manager Winthrop Town Office 17 Highland Avenue Winthrop, ME 04364

Dear Mr. Nielsen:

Re: REVISED PROPOSAL, Maranacook Lake Outlet Dam Modification: Detailed

**Engineering Design** 

Submitted in Response to RFP Dated August 9, 2016

Winthrop, Maine

This letter presents our revised proposal for detailed engineering design of modifications to the Maranacook Lake Outlet Dam in Winthrop, Maine.

#### **Project Understanding**

Maranacook Lake Outlet Dam is a concrete gravity dam located in Winthrop, Maine. It was reconstructed in 1995, replacing an old mill dam at the same location. The dam impounds Maranacook Lake in Readfield and Winthrop, Maine, with a surface area of approximately 1,700 acres, and discharges into Mill Stream.

The dam is approximately 10 feet high at the maximum section, and extends about 65 feet between abutments. The left-most third of the dam is a gate structure with a single hand-operated rectangular lift gate and two small outlet pipes. The middle third of the dam is an uncontrolled broad-crested concrete weir. The right-most third of the dam is a small concrete sill on shallow rock with provisions for stoplogs, although the stoplogs are not typically used. A large concrete pier separates the right-most and the middle thirds of the dam.

The dam in its current configuration cannot discharge a sufficient amount of water to maintain acceptable headwater elevations in Maranacook Lake. The water is typically higher than the target elevations, despite the fact that the lift gate is left fully open. Additionally, flow through the existing lift gate causes excessive erosion of the streambank below the left abutment.

A hydrologic study by Northstar Hydro, Inc., completed in February 2015, modeled flow through the Maranacook Lake watershed, evaluated the hydraulic capacity of the existing dam and the Bowdoin Street bridge (located immediately upstream of the dam), and provided preliminary analysis of possible dam modifications.

GEI Consultants, Inc. and Northstar Hydro, Inc. performed a preliminary engineering study submitted in January 2016. A total of six dam modification options were analyzed in this study. Based on their hydraulic performance, two options were selected for preliminary engineering design:

- Alternative A: New 20-foot wide Obermeyer gate with sill at El. 208.0.
- Alternative B: New 10-foot wide mechanical crest gate with sill at El. 206.5.

The two alternatives exhibited very similar hydraulic performance. Both alternatives limited the increase in headwater elevation for the 10-year storm to about 0.6 to 0.7 feet and drained the lake to its starting elevation within four days. The estimated design and construction costs were less for Alternative A than for Alternative B, but Alternative B provided a lower sill elevation and therefore greater ultimate drawdown capability than Alternative A.

From discussions with representatives of the Maranacook Lake Outlet Dam Committee during our site visit on August 16, 2016, we understand that the Committee and the Towns of Readfield and Winthrop have selected Alternative A, construction of a new 20-foot wide Obermeyer gate with sill at El. 208.0.

#### Scope of Work

#### Proposed Approach & Schedule

#### **Base Scope of Work**

We propose to perform the following tasks:

- 1. Establish the ledge profile at the dam by means of manual probing and optical survey.
- 2. Coordinate with gate supplier (Obermeyer Hydro, Inc.) to finalize design requirements.
- 3. Prepare dam safety and structural design of modifications.
- 4. Prepare preliminary engineering drawings.
- 5. Meet with the Committee at the Winthrop Town Office to review the preliminary engineering drawings.
- 6. Prepare final engineering drawings sealed by a Professional Engineer licensed to practice in the State of Maine.
- 7. Prepare construction specifications.
- 8. Prepare a projected construction schedule.
- 9. Prepare an engineer's opinion of probable construction cost.
- 10. Meet with the Committee at GEI's offices in Portland, Maine to review the final engineering drawings, construction specifications, projected construction schedule, and engineer's opinion of probable construction cost.
- 11. Prepare bid package for solicitation of bids for the construction of the modifications.
- 12. Assist the Towns and the Committee in reviewing bids for construction.

#### As-Needed Scope of Work

Additionally, we propose to assist the Committee and the Towns in preparing permit applications to the Maine DEP and other agencies (see discussion below). This assistance will be provided

only as needed, separate from the Base Scope of Work, above, and will be billed on a time and expenses basis.

We propose the following schedule for our work:

- September 26, 2016 Contact signed.
- November 1, 2016 Submit preliminary engineering drawings.
- November 3, 2016 Meet with Committee to review preliminary engineering drawings.
- December 7, 2016 Submit final engineering drawings, construction specifications, projected construction schedule, and engineer's opinion of probable construction cost.
- December 14, 2016 Meet with Committee to discuss final engineering drawings, construction specifications, projected construction schedule, and engineer's opinion of probable construction cost.
- January 13, 2017 Submit bid packages.
- February 10, 2017 Assist in reviewing bids for construction.

#### **Permitting**

We understand that the Towns have elected to prepare and submit the permit applications associated with the dam modifications and shoreline stabilization. The Towns have asked that GEI provide assistance on a time and expenses basis, as needed. We have discussed with the Towns' representative that such assistance may include, for example, communication about GEI's understanding of permit application requirements, and the preparation of drawings or text in support of the permit application, as well as reviewing draft permit applications prior to submittal. We assume that our assistance will not include the hiring of subconsultants for work such as the functional assessment or other tasks.

As part of this task, our work scope assumes that the Town of Winthrop will provide copies of previous permit applications and granted permits for historic work performed on the Maranacook Lake Dam. This work scope assumes the Town of Winthrop will pay applicable permit application fees. We anticipate that the permit applications will be completed without the need for meetings or site visits with the exception of the Functional Assessment, where Normandeau will perform a site visit to take photographs and make observations in preparation of the site conditions report.

#### **Availability to Consult with the Committee**

GEI Consultants, Inc. will be available to consult by telephone with the Committee throughout design development, preparation of the deliverables, and construction bidding. Two formal, in-person meetings are included in the scope of work detailed above. Additional meetings, conference calls, or other consultation (other than as relates to permitting) will be considered out-of-scope. If required and approved, such work can be added to our scope and paid for as discussed under Budget, below.

#### **Description of Deliverables**

We propose the following deliverables:

- Preliminary and final engineering drawings showing the dam and proposed modifications in plan, elevation, section and detail. Drawings will be prepared to scale on ANSI D size (22" x 34") sheets. We anticipate a total of three or four drawings. Final drawings will be sealed by a Professional Engineer licensed to practice in the State of Maine. (Shop drawings showing the mechanical details of the Obermeyer gate will be required as construction submittals, and will not be part of our engineering drawings.)
- Technical specifications for the construction of the dam modifications. Specifications
  will cover price and payment, administrative procedures, materials, and execution of the
  work. (Specifications will not include a form of contract, which we anticipate will be
  provided by the Committee or the Towns and prepared under the advice of legal counsel.)
- Projected construction schedule and engineer's opinion of probable construction cost.
- Bid packages, including hard copy full-size drawings and specifications. We will provide up to six (6) copies.

#### **Qualifications & Experience of Key Personnel**

Resumes of key personnel are attached as Appendix A, and short biographies are provided below.

Charles B. Grant, P.E., S.E., will be the lead designer and project manager for this project. Mr. Grant is a structural engineer specializing in dams and appurtenant structures, foundations, earth retention systems, water resources facilities, and industrial structures. With eleven years at GEI and a total of nineteen years' experience as an engineer, his areas of expertise include seismic analysis and design, stability analysis of dams, design of reinforced concrete, structural steel, and timber structures, structural and geotechnical finite element modeling, and construction management.

Elizabeth C. Robinson, P.E., C.G., M.C.P.D. will provide permitting assistance on an as needed basis for this project. Lissa is a Senior Civil Engineer, Hydrogeologist, and Land Planner with 28 years of consulting experience. She has worked across New England and nationally providing expertise in civil engineering and hydrogeology disciplines and in particular assisting dam owners with licensing, permitting, dam failure analysis, inundation mapping, and shoreline erosion and stabilization.

#### **Budget**

We propose to perform the Base Scope of Work, above, for the Lump Sum Fee of \$30,000.

The Base Scope of Work will be invoiced in two phases, as follows:

- 1. Following completion of Tasks 1 through 6 in the Base Scope of Work \$15,000.
- 2. Following completion of all tasks in the Base Scope of Work \$15,000.

We propose to perform the As-Needed Scope of Work, above, on a time and expenses basis with an <u>Estimated Budget of \$5,000</u>. This amount is in addition to the \$30,000 fixed lump sum for the Base Scope of Work.

We recommend that the Towns reserve a contingency of \$3,200 for a Functional Assessment if required in conjunction with the NRPA permit. This scope assumes that the Towns will contract directly with the Functional Assessment subconsultant.

Additional meetings or other work requested by the Towns or the Committee and approved by the Towns will also be performed on a time and expenses basis.

All time and expenses work will be invoiced in accordance with the attached 2016 Fee Schedule and Payment Terms (Appendix C), except that expenses will be marked up 10 percent instead of 15 percent.

#### **Proposer Information**

As required in the Request for Proposals, the following information is provided:

Name: GEI Consultants, Inc.

Place of Business: 400 Unicorn Park Drive, Woburn, MA 01801 (headquarters)

Principals: See Appendix B.

"This Proposal is made without any connection with any other Proposer making any proposal for the same services."

"No person acting for or employed by either Town is directly or indirectly interested in the Proposal or any agreement which may be entered into to which the Proposal relates or in any portion of the profits therefrom."

#### **Terms & Conditions**

We propose to perform this work under the terms and conditions of Exhibit 1 - Services Agreement provided in the August 9, 2016 RFP. This scope assumes the Town of Winthrop has the authority and appropriate property rights (ownership, title, etc.) to direct and perform the work.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Please call me at 781-721-4067 if you have any questions.

Sincerely,

GEI CONSULTANTS, INC.

Charles B. Grant, P.E., S.E.

Project Manager

CBG/ECR:mrb

Elizabeth C. Robinson, P.E., C.G., M.C.P.D Senior Civil Engineer and Hydrogeologist

#### Appendices

Appendix A - Resumes of Key Personnel

Appendix B - List of Principals, GEI Consultants, Inc.

Appendix C - Fee Schedule & Payment Terms (January 1, 2016)

\\geiconsultants.com\data\Data\_Storage\\Working\\Winthrop ME, Town of\\_Proposals\610031 Maranacook Lake\Proposal - Maranacook Lake Outlet Dam 2016.09.07.docx

#### **Current Chairs of Boards and Committees**

Age Friendly:

**Romaine Turyn** 

**Budget Committee:** 

**Andrews Tolman** 

**Cemetery Committee:** 

**Grace Keene** 

**Conservation Commission:** 

**Bruce Hunter** 

Fire Department:

Lee Mank

**Library Board of Trustees:** 

Deb Peale

Maranacook Lake Dam:

William Buck & Laurence Perkins

Planning Board:

Paula Clark

Recreation Assoc.:

**Carrie Knight** 

Road Committee:

**Laurence Perkins** 

Solid Waste & Recycling:

**Thomas Dunham** 

**Trails Committee:** 

**Gary Keilty** 

These are the current Chairs or only representatives for each board, committee or commission.

If a Chair cannot attend please ask them to send representative in their place.



#### **TOWN OF READFIELD**

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

To:

Readfield Select Board

From:

Eric Dyer, Town Manager

Date:

09/15/2016

Subject:

Select Board Meeting Structure and Timing

#### Background

Over the past several months the Select Board has expressed a desire to conduct the business of governing more efficiently and to improve the content and flow of their meetings and workshops. This memo summarizes the objectives of the Board as well as preliminary changes that have been discussed and the actions necessary to achieve them.

#### Select Board Meeting Objectives

The following objectives have been summarized from various meetings and conversations with the Select Board:

- Encourage meetings that are more efficient and productive in conducting business, gathering information, and presenting information.
- Encourage meetings that are easier for all stakeholders to approach and enjoy.
- Improve access to, and the quality of financial information available to the Board and public.

#### Suggested Meeting Changes

Once Monthly Business Meetings - Moving to once monthly business meetings may be the single most effective step in achieving the Board's stated objectives. If managed properly, these meetings would demand more and better preparation by staff, allow focus on actionable items, improve meeting flow, minimize off-topic discussions, save time, require better advance planning, result in more engaged citizens, and aggregate meeting content to improve efficiency. Business meetings are proposed to be held at the regular starting time of 6:30 on the second Monday of each month.

**Periodic Workshops** - Continuing with the idea of aggregating meeting content, workshops are proposed to be held to focus on items needing more substantive discussion prior to Board action. Workshops are proposed to occur on an as-needed basis and will continue to be a forum for thoughtful discussion and public comment. Workshops may replace the second and third meetings in some months.

**Agendas and Packets for Workshops** - While past workshops have included items for discussion, the Board has observed the need for more structure and content to make discussion more productive and better inform the public of the issues at hand.

**Expanded Financial Warrant Process** - Although adding time to any process seems counterintuitive, adding time to the financial warrant process will improve the ability of the Select Board to review expenditures. The current system gives just one Board member an afternoon to review the warrant and the rest of the Board just a few minutes at the meeting. The proposed process allows days for Board review by:

- Closing the accounts payable window on Wednesday evening at 6:00pm,
- Developing the warrant Thursday by mid-day,
- Conducting Board appointed review Thursday afternoon,
- Emailing the draft warrant and comments from the appointee review to the Board on Thursday afternoon before 4:30pm,
- Opening Thursday evening and Friday day for review by the entire Board, and
- Ending with Board signing and posting of the warrant at their next meeting following any necessary changes.

This process permits more Board review while respecting the role of the appointed warrant review member to provide detailed review of invoices and supporting docs. The Payroll process will continue as normal. All warrants, for AP and payroll, will be reported in summary on a monthly basis.

**Treasurer's Reports** - Given that warrant review and approval will be occurring predominantly outside of regular meetings, there is a need to provide more public access elsewhere. This will be one facet of a Treasurer's report to be presented at the monthly business meeting of the Select Board. The report will also provide more and better information to the Board and public on the current state of the Town's finances and financial management system. Topics may include:

- Reporting on the numbers and values of posted warrants and journal entries
- Reporting on the status of account reconciliations
- Reporting on Expense and revenue summaries
- Review of Year to Date (YTD) balances
- · Discussion of any upcoming financial issues or needs
- Budget process updates

#### **Action Steps**

In order to successfully implement these changes and achieve the stated objectives, the Board and Manager will need to review and revise a number of documents, and create others. The Board and Manager will need to:

- Consider the proposals outlined in this memo and revise and/or adopt them for implementation
- Revise the Select Board Roles and Responsibilities to accommodate a more flexible meeting schedule and address any other needed revisions
- Review the existing policies on payroll and state fee warrants
- Revise the Town's Financial Procedures
- Consider the development and timing of preparatory materials for the Board and public

#### Conclusion

Change is a process. The proposed changes to the timing and structure of Select Board meetings, and in turn their impact on other areas of municipal government, will take time to fully develop and will need careful review and the room to make a few course changes if necessary. The Select Board is working proactively to explore ways to improve how a primary interface with the Public and Town Management functions and in turn further the ultimate objective of better government.

Comprehensive Plan Iterms	for Select Boar	đ	Read
Short-Term	Review When	Complete When	Neac
Review 2 Road Ordinances			
Open Space Plan		<u>'</u>	
FEMA floodplain maps Implementation of ME Uniform Buildig and Emergy Code			
Establish written job descriptions for town boards and committees AND town employees			

leadfield Board of Selectmen
September 19, 2016
Item # 17-067

Mid-Term	Review When	Complete When
Torsey Pond Watershed Management Plan		· · · · · ·
Seek partnerships for regional housing projects		
Seek affordable housing incentives		
Standards for conversion of seasonal to year-round		
dwellings		
Review all town ordinances and regulations		

procedures review

Establish baord and committee administrative

Request Fire Dept inventory of all equipment

Long-Term	Réview When	Complete When
Readfield Corner Revitaliztion Study		
Develop a Park-n-Ride centrally in town		
Investigate feasibility of solid waste activities going to private sector		
Consider accquiring Augusta Water District property if for sale		

Review When	Complete When
· · · · · · · · · · · · · · · · · · ·	
	Review-When

## Comprehensive Plan Implementation Responsibilities of the Select Board:

## Short-term

- 1. Implement the recommendations of the 2004 Readfield Corner Revitalization Study to make new commercial development in the village more attractive. (Policy 3.3) Investigate special assessments as a means to raise revenue. (5.12)
- 2. Create a committee and appropriate funds for a study to determine municipal building needs. (5.1)
- 3. Improve planning for capital expenditures through an annually updated Capital Improvements Program (CIP). (5.11)
- 4. Finance open space acquisition and improvements through impact fees or other sources as recommended in the Open Space Plan. (5.12)
- 5. Review and consolidate the town's two Road Ordinances (6.1). Modify the ordinances, as necessary, to reduce impacts on visual character and the natural environment. (9.7)
- 6. Petition the Federal Emergency Management Agency to amend Readfield's floodplain maps to reflect more accurately the location of floodplains in the community when new floodplain information becomes available. (9.3)
- 7. Participate in and implement the Maranacook Lake Watershed Management Plan. (9.14)
- **8.** Seek funding to create a Torsey Pond Watershed Management Plan. (9.14)
- 9. Update Readfield's Floodplain Management Ordinance. (9.3)

# Mid-term

- 1. Seek partnerships with Manchester and other municipalities to pursue regional housing projects that will benefit Readfield citizens. (Policy 4.2)
- 2. Provide land or other incentives, as applicable, for the construction or rehabilitation of affordable housing. (4.2)
- 3. Adopt standards governing the conversion of seasonal dwellings to year-round dwellings and single-family dwellings to multi-family (or accessory) units. (4.4)
- 4. Review each of the town's ordinances and regulations. Repeal or update ordinances as appropriate. (5.6)
- 5. Annually recognize individual volunteers who have made significant contributions of their time to town activities. (5.9)

- 6. Promote the development of a park-and-ride lot in a central location in Readfield perhaps in conjunction with other traffic and parking improvements. (6.3)
- 7. Work with the state to establish reasonable controls on motorized traffic on Maranacook Lake, Torsey Pond, Echo Lake and Lovejoy Pond. (7.1)
- 8. Prepare for implementation prior to July 1, 2012 of the statewide Maine Uniform Building and Energy Code.

# Long-term

- 1. Work with the school board to undertake long-term school facilities planning. (Policy 5.12)
- 2. Investigate the feasibility of turning some solid waste activities over to the private sector. (5.5)
- 3. Establish a protocol for the acquisition and management of dams in coordination with other towns as appropriate. (9.16)
- 4. Consider acquisition of the Augusta Water District property if, and when, the District (or its successor) decides to divest. (9.15)

# **Ongoing**

- 1. Support the Historical Society financially and in-kind in its educational and research efforts by assisting in finding exhibition and research space, assisting in additional inventory efforts and assisting in nominations for buildings or sites to the National Register of Historic Places. (Policy 1.3)
- 2. Continue to support the Economic Development Committee. (3.3)
- 3. Support efforts to establish a local or regional community land trust for affordable housing. (4.2)
- 4. Establish written job descriptions for boards and committees to be distributed by the Select Board or the Town Manager. Require that boards and committees utilize these descriptions. (5.6)
- 5. Strongly suggest that each board and committee periodically review its administrative procedures to assure predictable timeframes and cost-effective decision-making. (5.6)
- **6.** Encourage residents to volunteer for local boards, committees and activities. (5.9)

- 7. Request from the Fire Department an annual assessment of fire equipment and the need for future replacements or upgrades. (5.12)
- 8. Continue to plan for long-range solid waste disposal and recycling needs. (5.12)
- 9. Work closely with the Maine Department of Transportation to set appropriate speed limits on state and local roads. (6.2)
- 10. Continue to support the expansion and maintenance of the snowmobile trail network through snowmobile registration fee reimbursements from the state, donations from individuals and businesses and state and federal grant funding. (7.2)
- 11. Maintain communications with owners of private recreation resources and work cooperatively to address issues of public use. (7.4)
- 12. Retain public easements for recreational purposes on discontinued town roads in the future. (6.4, 7.6)
- 13. Encourage owners of farmland, significant open space and forestlands to participate in the farm, open space and tree growth tax programs. (8.2)
- 14. Work with adjoining communities to address issues of common concern such as watershed and open space protection and minimizing conflicts in growth and rural area designations. (9.10, 9.16)
- 15. Continue membership in the Cobbossee Watershed District (CWD) and Kennebec Land Trust (KLT) and continue to work with other organizations devoted to protection of natural resources in Readfield. (9.10, 9.13, 9.16)
- 16. Hold the Readfield Heritage Days on an annual basis, in conjunction with the Heritage Days Committee (5.10)
- 17. Encourage the use of and pride in historic sites such as the Union Meeting House and the Jesse Lee Church. (1.2)

# RESOLUTION OF THE SELECT BOARD OF THE TOWN OF READFIELD, MAINE AUTHORIZING THE SALE OF A \$426,000 GENERAL OBLIGATION BOND OF THE TOWN

WHEREAS, the Town of Readfield, Maine (the "Governmental Unit") is authorized by 30-A MRSA §5772 to borrow money to pay the costs of acquiring a pumper fire truck (the "Project") for the Governmental Unit; and

WHEREAS, pursuant to law, the article to authorize borrowing for the Project in an amount not to exceed \$426,000 was submitted to the voters of the Town at a meeting held on November 3, 2015; and

WHEREAS, the voters casting "yes" with respect to the acceptance of the article constituted a majority of the legal voters voting at the election; and

WHEREAS, the Select Board has determined that not more than \$426,000 should be borrowed for the purpose of providing the funds for the Project and that for that purpose the \$426,000 General Obligation Bond (the "Securities") of the Governmental Unit should be issued; and

WHEREAS, there has been submitted to the Select Board in substantially final form, but undated, a Loan Agreement with the Maine Municipal Bond Bank (the "Bank"), attached to which are Exhibit A, Maturity Schedule, and Exhibit B, Form of Bond, which are by this reference made a part hereof;

NOW THEREFORE, BE IT RESOLVED BY THE SELECT BOARD OF THE TOWN OF READFIELD, MAINE AS FOLLOWS:

Section 1. The issuance, sale and delivery of the Securities is authorized for the purpose of providing funding for the Project. The form of the Securities is hereby approved. The Securities shall be sold at an aggregate purchase price of \$426,000, shall be payable as to principal commencing November 1, 2017 and on each November 1 thereafter through and including November 1, 2023 in annual installments calculated so that the total amount of principal paid each year is approximately equal, shall bear interest at a rate per annum such that the interest cost rate as defined in the Loan Agreement shall not exceed six percent (6%) per annum, shall be payable as to interest commencing May 1, 2017 and thereafter on May 1 and November 1 through and including November 1, 2023 and shall contain such other terms as are set forth in the Securities.

Section 2. The Treasurer of the Governmental Unit is authorized and directed to sign the Securities, the Loan Agreement and a Non-Arbitrage and Use of Proceeds Certificate (the "Non-Arbitrage Certificate"), on behalf of the Governmental Unit and the Clerk of the Governmental Unit is authorized to attest to the authority of the Treasurer to sign such instruments on behalf of the Governmental Unit. The Clerk is authorized and directed to impress the official seal of the Governmental Unit on the Securities and the Loan Agreement. The Town Manager is authorized to deliver the Securities to the Bank upon receipt of the purchase price therefor.

Section 3. The Select Board, the Town Manager, the Treasurer and the Clerk are each authorized and directed, on behalf of the Governmental Unit, to carry out or cause to be carried out all of the obligations of the Governmental Unit under the Securities, the Loan Agreement and the Non-Arbitrage Certificate and to cause to be done all acts and to execute and deliver all certificates and other documents as may be necessary and proper in connection with the issuance, sale and delivery of the Securities and in carrying out the purposes of this Resolution.

Section 4. This Resolution shall take effect immediately.

Approved September 19, 2016, by the Select Board of the Town of Readfield, Maine, at a meeting duly convened and conducted at Readfield, Maine.

# TOWN OF READFIELD, MAINE

Ву: _	
•	Bruce Bourgoine
	Select Board Member
By: _	
-	Thomas Dunham
	Select Board Member
Ву: _	
•	Christine Sammons
	Select Board Member
Ву: _	
• -	John Parent
	Select Board Member
By:	
-	Kathryn Mills Woodsum
	Select Board Member

## **LOAN AGREEMENT**

AGREEMENT, dated the \_\_\_\_ day of \_\_\_\_ 20\_\_, between the MAINE MUNICIPAL BOND BANK, a public body corporate and politic constituted as an instrumentality of the State of Maine exercising public and essential government functions (hereinafter referred to as the "Bank"), created pursuant to the provisions of Chapter 225 of Title 30-A of the Maine Revised Statutes, as amended (hereinafter referred to as the "Act"), having its principal place of business in Augusta, Maine, and Town of Readfield (hereinafter referred to as the "Governmental Unit"):

## WITNESSETH:

WHEREAS, pursuant to the Act, the Bank is authorized to make loans of money (hereinafter referred to as the "Loans") to governmental units and the governmental units are authorized to contract with the Bank with respect to such Loans to be evidenced by its municipal securities (as defined in the Act) to be purchased by the Bank; and

WHEREAS, the Governmental Unit is desirous of borrowing money from the Bank and has requested a loan from the Bank in the amount of \$426,000 (hereinafter referred to as the "Loan") and to evidence the indebtedness to be thereby incurred, has duly authorized the issuance of bonds in the principal amount of \$426,000 of which \$426,000 principal amount (the "Municipal Bonds"), the form of which is attached hereto as Exhibit B, are to be purchased by the Bank in accordance with this Loan Agreement; and

WHEREAS, the Bank has adopted or will adopt a General Bond Resolution (herein referred to as the "Bond Resolution") authorizing the issuance of its bonds from time to time, a portion of the proceeds of which will be expended for the purpose of making the Loan, and will adopt a resolution authorizing the making of the Loan to the Governmental Unit and the purchase of the Municipal Bonds,

## NOW, THEREFORE, the parties agree:

- I. The following words or terms used herein shall have the following meanings:
- (a) "Fees and Charges" shall mean all fees and charges authorized to be charged by the Bank for the use of its services or facilities pursuant to subsection I(h) of section 5954 of the Act.
- (b) "Governmental Unit's Allocable Proportion" shall mean the proportionate amount of the total requirement in respect of which the term is used determined by the ratio that the Loan then outstanding bears to the total of all Loans which are then outstanding as certified by the Bank.

- (c) "Loan Obligation" shall mean that amount of bonds issued by the Bank which shall be equal to the principal amount of Municipal Bonds outstanding.
- (d) "Municipal Bonds Interest Payments" shall mean the amount to be paid by the Governmental Unit pursuant to this Loan Agreement representing interest due or to become due on its Municipal Bonds.
- (e) "Municipal Bonds Principal Payments" shall mean the amount to be paid by the Governmental Unit pursuant to this Loan Agreement representing principal due or to become due on its Municipal Bonds.
- 2. The Bank hereby agrees to make the Loan and the Governmental Unit hereby agrees to accept the Loan in the amount of \$426,000. As evidence of the Loan made to the Governmental Unit, the Governmental Unit hereby agrees to sell to the Bank the Municipal Bonds in the principal amount of \$426,000. The Municipal Bonds shall bear interest from the date of their delivery to the Bank at such rate or rates per annum as will result in an interest cost rate to the Governmental Unit of six per centum per annum (6%) (as calculated by the "Interest Cost Per Annum" method) or at such rate or rates per annum as will result in a lesser interest cost rate to the Governmental Unit as determined by the Bank. The interest cost rate for purposes of this Loan Agreement will be computed as if the Municipal Bonds bore interest from the delivery date of the Bank's bonds, and without regard to Sections 4 and 5 hereof which require that the Governmental Unit make funds available to the Bank for the payment of principal and interest at least thirty (30) calendar days prior to each respective principal and interest payment date. Subject to any applicable legal limitations, the rate or rates of interest borne by the Municipal Bonds shall be not less than the rate or rates of interest borne by the bonds issued by the Bank (for corresponding maturities) the proceeds of sale of which were used to make the Loan and to purchase the Municipal Bonds. Notwithstanding the above, the obligation of the Bank to make the Loan shall be conditioned upon receipt by the Bank of the proceeds of bonds issued by the Bank both for the purposes set forth herein and to create the reserves required by the Bond Resolution.
- 3. The Governmental Unit has duly adopted or will adopt all necessary resolutions and has taken or will take all proceedings required by law to enable it to enter into this Loan Agreement and issue its Municipal Bonds for purchase by the Bank.
- 4. The Municipal Bonds Interest Payments shall not be less than the total amount of interest the Bank is required to pay on the Loan Obligation and shall be scheduled by the Bank in such manner and at such times as to provide funds sufficient to pay interest as the same becomes due on the Loan Obligation and the Governmental Unit shall make such funds available to the Bank at least thirty (30) calendar days prior to each interest payment date.

- 5. The Municipal Bonds Principal Payments shall be scheduled by the Bank in such manner and at such times as to provide funds sufficient to pay the principal of the Loan Obligation as the same matures (based upon the maturity schedule provided by and for the Governmental Unit and appended hereto as Exhibit A) and the Governmental Unit shall make such funds available to the Bank at least thirty (30) calendar days prior to each principal payment date.
- 6. The Governmental Unit agrees to be obligated to pay Fees and Charges to the Bank. The Fees and Charges, if any, collected from the Governmental Unit shall be in an amount sufficient, together with the Governmental Unit's Allocable Proportion of other monies available therefore, including any grants made by the United States of America or any agency or instrumentality thereof, to pay on a semi-annual basis:
  - (a) as the same become due, the Governmental Unit's Allocable Proportion of the administrative expenses of the Bank; and
  - (b) as the same become due, the Governmental Unit's Allocable Proportion of the fees and expenses of the trustee and paying agents for the bonds of the Bank.
- 7. The Governmental Unit agrees to be obligated to make the Municipal Bonds Principal Payments scheduled by the Bank on an annual basis and agrees to be obligated to make the Municipal Bonds Interest Payments scheduled by the Bank and to pay the Fees and Charges imposed by the Bank on a semi-annual basis.
- 8. The Bank shall not sell and the Governmental Unit shall not redeem prior to maturity any of the Municipal Bonds with respect to which the Loan is made by the Bank prior to the date on which all outstanding bonds issued by the Bank with respect to such Loan are redeemable, and shall not after such date sell any such Municipal Bonds unless the sales price thereof received by the Bank shall not be less than the aggregate of (i) the principal amount of the Loan Obligation so to be redeemed, (ii) the interest to accrue on the Loan Obligation so to be redeemed to the next redemption date thereof not previously paid, (iii) the applicable premium, if any, payable on the Loan Obligation so to be redeemed, (iv) the costs and expenses of the Bank in effecting the redemption of the Loan Obligation so to be redeemed, and (v) at the direction of the Bank, an amount equal to the proportionate amount of bonds so to be redeemed which were issued by the Bank with respect to the Loan Obligation and necessary to fund a portion of the reserve fund authorized by Section 6006 of the Act, less the amount of monies or investments available for withdrawal from such reserve fund and for application to the redemption of such bonds issued by the Bank in accordance with the terms and provisions of the Bond Resolution, as determined by the Bank; provided, however, that, in the event the Loan Obligation has been refunded and the refunding bonds issued by the Bank were issued in a principal amount in excess of or less than the Loan Obligation remaining unpaid at the date of issuance of such refunding

bonds, the amount which the Governmental Unit shall be obligated to pay under item (i) hereof shall be the principal amount of such refunding bonds then outstanding. In the event the Loan Obligation has been refunded and the interest the Bank is required to pay on the refunding bonds is less than the interest the Bank was required to pay on such Loan Obligation, the amount which the Governmental Unit shall be obligated to pay under item (ii) above shall be the amount of interest to accrue on such refunding bonds then outstanding.

In no event shall any such sale or redemption of Municipal Bonds be effected without the prior written agreement and consent of both parties hereto.

- 9. Simultaneously with the delivery to the Bank of the Municipal Bonds, which Municipal Bonds shall be in a form acceptable to the Bank, the Governmental Unit shall furnish to the Bank an opinion in a form acceptable to the Bank of bond counsel satisfactory to the Bank which shall set forth, among other things, the unqualified approval of said Municipal Bonds then being delivered to the Bank and that said Municipal Bonds will constitute valid obligations of the Governmental Unit as required by the Act.
- 10. The Governmental Unit shall be obligated to notify the Bank and the corporate trust office of the trustee for the bonds of the Bank in writing at least 30 days prior to each interest payment date of the name of the official of the Governmental Unit to whom invoices for the payment of interest and principal should be addressed, provided, however, that no such notice shall be required if the name of the official of the Governmental Unit has not changed.
- 11. The Governmental Unit and the Bank agree that the Municipal Bonds Principal Payments, the Municipal Bonds Interest Payments and the Municipal Bonds or a portion thereof may be pledged or assigned by the Bank under and pursuant to the Bond Resolution.
- 12. The Governmental Unit agrees upon surrender to it of the Municipal Bonds by the Bank it will, at the option of the Bank, cause there to be delivered to the Bank either registered or coupon Municipal Bonds as the case may be.
- 13. Prior to payment of the amount of the Loan, or any portion thereof, and the delivery of the Governmental Unit's Municipal Bonds to the Bank or its designee, the Bank shall have the right to cancel all or any part of its obligations hereunder if:
  - (a) Any representation made by the Governmental Unit to the Bank in connection with application for Bank assistance shall be incorrect or incomplete in any material respect; or
  - (b) The Governmental Unit has violated commitments made by it in its application and supporting documents or has violated any terms of this Loan Agreement.
- 14. The Governmental Unit agrees to submit to the Bank and to such other persons as directed by the Bank (including, without limitation, securities information repositories) from

time to time such information relating to the Governmental Unit (including, without limitation, annual financial reports as they become available) as the Bank requests as being necessary or desirable to comply with securities laws and rules relating to the Municipal Bonds or to the bonds of the Bank. Such request may take the form of a general direction to supply certain types of information in the event that certain types of events occur (for example, to submit information relating to material adverse changes to the financial condition of the Governmental Unit).

- 15. If any provision of this Loan Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Loan Agreement and this Loan Agreement shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.
- 16. This Loan Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will execute any and all documents or other instruments, and take such other actions as may be necessary to give effect to the terms of this Loan Agreement.
- 17. No waiver by either party of any term or condition of this Loan Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase, or other provision of this Loan Agreement.
- 18. This Loan Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter hereof and constitutes the entire agreement between the parties hereto in respect thereof.
- 19. The Governmental Unit agrees to provide such information about such Governmental Unit as the Bank shall request in connection with the preparation of the official statement of the Bank relating to the offering of the Bank's bonds with respect to the Loan, including but not limited to financial statements, litigation and the project being financed or refinanced with the proceeds of the Loan. The Governmental Unit understands and agrees that the Bank may include such information (or a part thereof) in such official statement, and the Governmental Unit agrees to execute and deliver or cause to be delivered to the Bank such certificates and opinions as the Bank shall reasonably request to confirm and verify the adequacy and accuracy of such information.

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

	MAINE MUNICIPAL BUND DAINS
(SEAL)	
Attest:	Stephen R. Crockett Its Chairman
(SEAL)	TOWN OF READFIELD
Attest:	ByEric Dyer Its Treasurer
Robin Lint Town Clerk	<u> </u>

# EXHIBIT A

# TOWN OF READFIELD

# MATURITY SCHEDULE

Governmental Unit's Bonds Due November 1\*,

# Principal Amount

2017	60,857.15	
2018	60,857.15	
2019	60,857.14	
2020	60,857.14	
2021	60,857.14	
2022	60,857.14	
2023	60,857.14	

TOTAL DUE

\$426,000.00

<sup>\*</sup>Bond payments are due 30 days prior to the November Due Date.

#### **EXHIBIT B**

#### FORM OF BOND

## STATE OF MAINE

\$426,000

# TOWN OF READFIELD, MAINE GENERAL OBLIGATION BOND

The Town of Readfield (hereinafter called the "Governmental Unit"), in the State of Maine, promises to pay to the Maine Municipal Bond Bank (the "Bond Bank"), or registered assigns, the principal sum of

# FOUR HUNDRED TWENTY-SIX THOUSAND AND 00/100 DOLLARS (\$426,000.00)

in principal installments, payable on November 1, of each year as set forth below, with interest on each installment at the rate per annum set forth below opposite the year in which the installments become due:

<u>Year</u>	Principal <u>Installment</u>	Interest <u>Rate</u>	Year	Principal <u>Installment</u>	Interest <u>Rate</u>
2017	\$60,857.15	%	2021	\$60,857.14	%
2018	60,857.15		2022	60,857.14	
2019	60,857.14		2023	60,857.14	
2020	60,857.14			,	
	, A			# 40 6 000 00	

Aggregate Principal Amount: \$426,000.00

Interest on each installment shall run from the date of the original delivery of this Bond to the Bond Bank and payment therefor and until payment of such installment, and such interest shall be payable semi-annually on May 1 and November 1 of each year, commencing May 1, 2017. Both principal of and interest on this Bond are payable at U.S. Bank National Association, in the City of Boston, the Commonwealth of Massachusetts, or at its successor as Trustee under the General Bond Resolution of the Bond Bank adopted July 11, 1973, as amended and supplemented. Final payment of the interest on and principal of this Bond shall be made upon surrender of this Bond for cancellation at the bank or trust company at which this Bond is then payable.

This Bond may not be prepaid prior to maturity without the consent of the Bond Bank.

This Bond is issued by the Governmental Unit under and by virtue of 30-A MRSA §5772, the votes of the voters of the Governmental Unit and the duly adopted resolutions of the Select Board of the Governmental Unit. This Bond is issued for the purpose of paying all or a portion

of the costs of acquiring a pumper fire truck for the Governmental Unit.

A OPPOSITE CORP.

This Bond is transferable only upon presentation to the Treasurer of the Governmental Unit of a written assignment duly acknowledged or proved. No transfer hereof shall be effectual unless made on the books of the Governmental Unit kept by the Treasurer as transfer agent and noted hereon by the Treasurer with a record of payments as provided hereon.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the issuing of this Bond have been done, have happened, and have been performed in regular and due form, as required by such laws, votes and resolution; that this General Obligation Bond is within every debt and other limit prescribed by the Constitution and laws of the State of Maine; that this General Obligation Bond is a valid and binding general obligation of the Governmental Unit; and, that unless paid from other sources, this General Obligation Bond is payable as to both principal and interest from ad valorem taxes, which are limited as to rate and amount unless certain requirements set forth in 30-A MRSA §5721-A are satisfied, upon all the property within the territorial limits of the Governmental Unit taxable by the Governmental Unit, except to any extent that the Governmental Unit may enter into an agreement under 30-A MRSA §5751 and following to share any portion of its assessed valuation with another municipality and except also to any extent that the Governmental Unit may retain all or part of the tax increment of a tax increment financing district for the purpose of financing a development program in accordance with 30-A MRSA §5221 and following.

IN TESTIMONY WHEREOF, the Governmental Unit has caused this Bond to be signed by its Treasurer and attested to by its Clerk and the seal of the Governmental Unit to be affixed hereto, as of November , 2016.

TOWN OF DEADERED MARKE

AllESI:		TOWN OF READFIELD, MAINE		
	•	By:		
Robin Lint		Eric Dyer		
Town Clerk		Town Treasurer		
(SEAL) COUNTERSIGN		ED BY:		
Bruce Bourgoine, Select Board Member		Thomas Dunham, Select Board Memi		
Christine Sammons, Select Board Member		John Parent, Select Board Member		
Kathryn Mills Wood	lsum, Select Board Membe	r		

This Bond is registered in the name of the transferee noted hereon on the books of the Governmental Unit kept by the Treasurer as transfer agent.

Name of Registered <u>Transferee</u>	Date of Registration of Transfer	Date on Which Interest Paid	Aggregate Principal <u>Paid</u>	Balance of Principal Due
U.S. Bank National Association, as Trustee	November, 2016	None Paid	None Paid	Ali
Eric Dyer, Town	n Treasurer			

•



Readfield Board of Selectmen September 19, 2016 Item # 17-069

30 Lisbon Street PO Box 1407 Lewiston, Maine 04243 1.800.966.9172 androscogginbank.com

September 14, 2016

Town of Readfield Board of Selectmen Town Office 8 Old Kents Hill Road Readfield ME 04355

RE: Snow Removal and Sanding Contract

Dear Board Members:

We are providing a Letter of Credit to John P. Cushing, Cushing Construction LLC to assist him in satisfying the requirements of the snow removal and sanding contract he has entered into with your community.

Included in the terms of our letter of credit is an assignment of the contract payment stream to the bank as part of the overall support for the transaction. This standard term is included when we extend credit that is associated with a contract. As in past years, we are agreeable to having the Town issue monthly contract payments directly to Mr. Cushing to hand carry to our office for deposit, due to our long standing relationship with him. We would ask that this process be employed unless we advise you prior to payment issuance that a different handling method should be used.

The contract indicates that assignment requires the written consent of a majority of the Selectmen. To that end, we are forwarding this letter to you on Mr. Cushing's behalf to advise you of our involvement and request Board consent for the necessary assignment.

It would be appreciated if the appropriate Town representative would sign the acknowledgement at the end of this letter, and return it to the Bank along with copy of the official action on the consent to assign the contract payment stream. An attested copy of minutes showing Board approval along with the original of this letter will be sufficient for the Bank's files. Please mail directly to me at 207 Auburn Rd, Turner ME 04282.

If you have questions concerning this letter please do not hesitate to contact me. Upon receiving the Board's consent to assignment we will forward our Letter of Credit for your files. If I can be of further assistance to the Town in any way, please do not hesitate to contact me.

Sincerely,

Tina M. Willard Vice President

Commercial Loan Officer

K-areland

### ACKNOWLEDGEMENT:

The Town of Readfield hereby acknowledges its consent to the assignment of the payment stream from the Snow Removal and Sanding Contract it has executed with John P. Cushing, Cushing Construction LLC dated:

The Town agrees to remit all payments due John P. Cushing or Cushing Construction LLC pursuant to the terms of the contract in the manner outlined in paragraph two of this letter. The Town agrees to forward to the Bank at the address shown below a copy of any written notices given to John P. Cushing or Cushing Construction LLC concerning the contract.

Date:	For: TOWN OF READFIELD
ī	By:

Bank Notification Address:

Androscoggin Savings Bank 30 Lisbon Street Lewiston ME 04240 Attn: Tina M. Willard, VP

# **FYI**



September 6, 2016

30 Mile River Watershed Association P.O. Box 132 Mount Vernon, ME 04352

P.O. Box 132 Mount Vernon, ME 04352 (207) 860-4043 info@30mileriver.org www.30mileriver.org

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

Dear Eric,

Staff

Lidie Robbins Executive Director

Katie Moran Program Coordinator On behalf of the 30 Mile River Watershed Association, I would like to thank you and the Town for your generous contribution of \$231.00, which we received on 8/29/2016 for 2016 membership of the Town of Readfield. This will support our core programs, such as Courtesy Boat Inspections, the Youth Conservation Corps, and water quality monitoring, which all protect the lakes we cherish.

SEP 122016

**Board of Directors** 

Liz Hays Chair

Lori Putnam Vice Chair Since our organization began, our mission has been to preserve, improve and protect the land and water quality in the 30 Mile River Watershed. As we grow each year, we expand our programs to better protect this region. This is only possible because of the support of our partners.

Rick Christenson

Treasurer Again, we thank you for your support and helping us succeed in our mission.

Diana McLaughlin Secretary

Susan Burns

Linc Hayes Daniel Onion Linda Stanton Bill Swan Clyde Walton Tom Ward

Lidie Robbins, Executive Director

lidie@30mileriver.org

# **FUTURE AGENDA ITEMS**

# Appendix A

## Future Agenda Items - Proposed DRAFT

## October - Potential Meeting and Workshop Items

Automotive graveyard permits
Investments recap with Sam Tippett
Code Enforcement process / appeal & hearing process - Workshop Item
Emergency Operations Plan (EOP) review. - Workshop Item

## November - Potential Meeting and Workshop Items

CIP Review meeting - Joint Workshop Item Annual Chairs Meeting - Workshop Item

## Potential Future Meetings Items:

Revision to SWRC Interlocal Agreement Safety and access issues on Church Road Record Retention Policy Consider the framework for a Technology Plan Goals review

## Potential Future Workshops:

Personal Property Taxes

## **Ongoing Goals:**

## Group 1

Review the need for and nature of governance documents 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

Create 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

Build the Church Street sidewalk