

Readfield Select Board
September 7, 2021, Meeting Agenda
Select Board Meeting starts: 6:30 PM
Select Board Meeting ends (unless extended) at 7:15 PM

Pledge of Allegiance (6:30pm)

Communications - 15 min.

Select Board communications. - 5 min.

Town Staff Reports - 5 min.

- Treasurer's Report - July 2021
- Town manager's Report

Public Communication - Members of the public may address the Select Board - 5 min.

New Business - 25 min.

22-022 - Consider remote meetings by Town Boards and Committees due to the COVID surge - 5 min.

22-023 - Consider draft Warrant and articles for the November 2, 2021 Special Town Meeting - 15 min.

22-024 - Consider signing the Bond Resolution and other documents associated with borrowing approved in June - 5 min.

Other Business, Upcoming Meetings, and Future Agenda Items - 5 min.

Adjournment

COMMUNICATIONS

- **SELECT BOARD**
- **STAFF REPORTS**
- **BOARDS & COMMITTEES**
- **PUBLIC COMMUNICATIONS**

RESERVED

NEW BUSINESS

- Daily lab results
- New cases by date
- Cases by age trend
- Case rates by county
- COVID-19 data by race
- Maine v. other states

New daily COVID-19 cases

Positive lab results are reviewed by Maine CDC as soon as possible to determine if it is a new case of COVID-19 and whether or not it meets the criteria for follow-up by Maine CDC. The bars on this chart show case counts according to the date they were reviewed, and whether or not they were assigned for follow-up. The gray line on this chart shows the case count according to the date Maine CDC received the initial information. This metric is only available for dates before the oldest date in the existing backlog of lab results that Maine CDC has yet to review to determine case status.

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Case Status

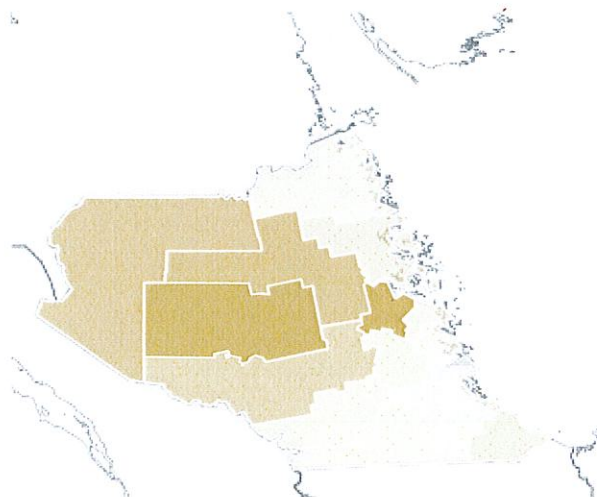
All Last 30 Days Last 60 Days Last 90 Days

Showing: Case rate per 10,000 people County: All | Case status: All | Date Range: July 4, 2021 to September 2, 2021

Date Range: July 4, 2021 to September 2, 2021

Case Status: All

Click a county to filter



Case Count By Date of First Report to Maine CDC

- Open and Closed Without Follow-up
- Assigned for Follow-up

Case Count By Date Case Was Reviewed By Maine CDC

- Open and Closed Without Follow-up
- Assigned for Follow-up



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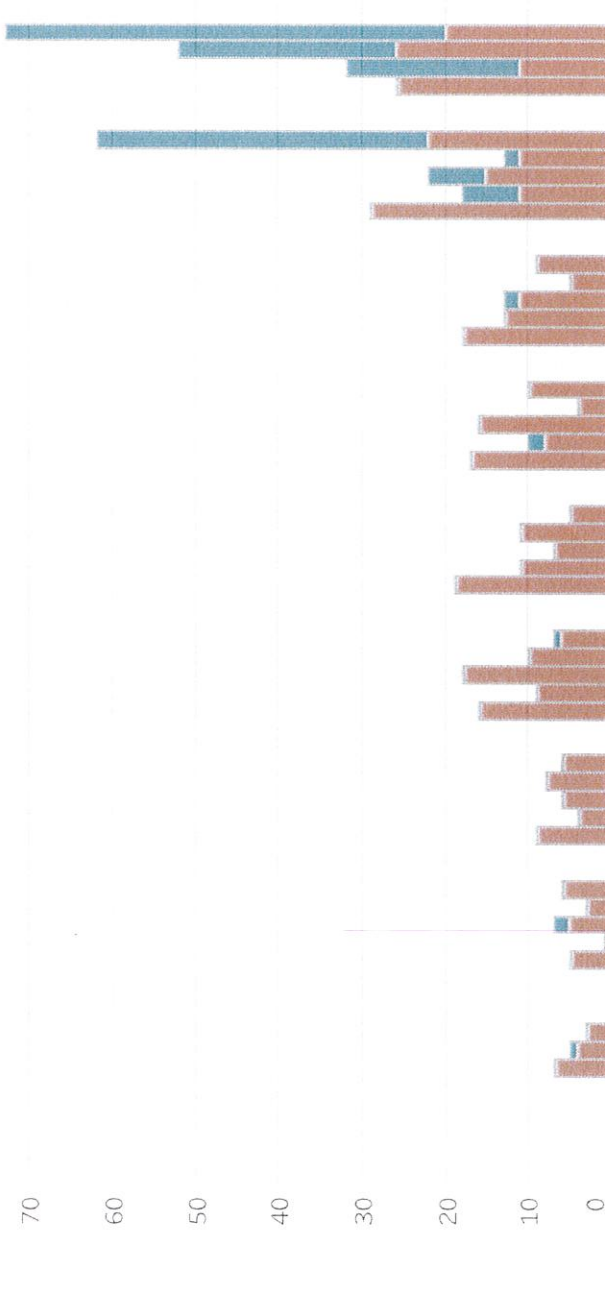
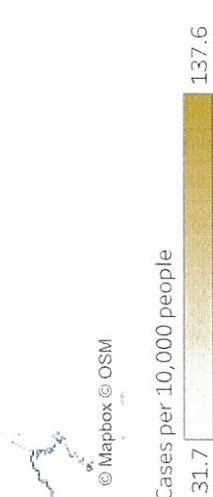
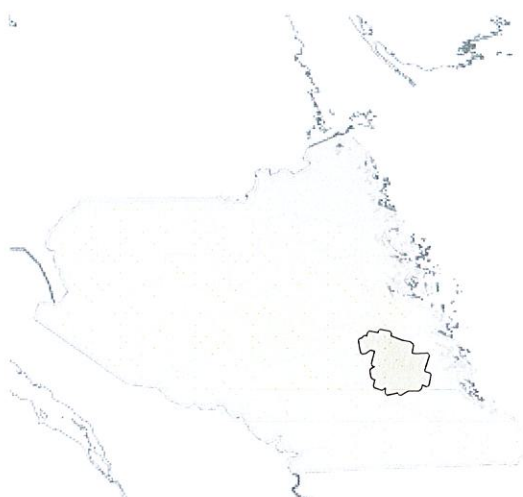
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Case Status

All
 Last 30 Days
 Last 60 Days
 Last 90 Days

Showing: Case rate per 10,000 people
 Date Range: July 4, 2021 to September 2, 2021
 County: Kennebec | Case status: All | Date Range: July 4, 2021 to September 2, 2021

Case Status: All
 Click a county to filter



Case Count By Date of First Report to Maine CDC

Case Count By Date Case Was Reviewed By Maine CDC

- Open and Closed Without Follow-up
- Assigned for Follow-up

Annual Town Meeting Warrant/Secret Ballot

Tuesday, November 2, 2021 Polls Open 8am – 8pm

To: Lee Mank, resident of the Town of Readfield, in the County of Kennebec, State of Maine

GREETINGS:

In the name of the State of Maine, you are hereby required to notify and warn the inhabitants of the Town of Readfield in said county and state, qualified by law to vote in town affairs, to meet at the **Kents Hill School - Alford Athletic Center, 1617 Main St** in said Town on Tuesday, the 2nd day of November, A.D. 2021, at eight o'clock in the forenoon, then and there to act upon Article 1 and by secret ballot on Articles 2 through 9 as set out below, the polling hours therefor to be from 8 o'clock in the forenoon until 8 o'clock in the afternoon, said articles being the following:

Article 1: Elect a moderator by written ballot to preside at said meeting.

Article 2: Shall the Select Board of the Town be authorized to negotiate one or more agreements for the provision of high-speed internet service to all Readfield residents through one or more third party service providers, with any final agreement(s) and funding requiring voter approval?

Article 3: Shall the Select Board of the Town be authorized to enter into one or more agreements, at one time or from time to time, and apply for, accept and expend revenues from Federal, State, and private grant sources, either on behalf of the Town of Readfield or the Western Kennebec Lakes Community Broadband Association to offset the cost design, acquisition, construction and equipping of a broadband fiber optic network to be owned by the Town of Readfield and operated by a third party to serve all of the residents of the Town of Readfield?

Article 4: Shall the Select Board of the Town be authorized to (a) enter into, at one time or from time to time, one or more agreements providing for the design, acquisition, construction and equipping of a broadband fiber optic network to be owned by the Town of Readfield and operated by a third party to serve all of the residents of the Town of Readfield, (b) appropriate a sum not to exceed **\$5,000,000** for the foregoing, and (c) fund the foregoing appropriation by borrowing, on behalf of the Town, a sum not to exceed **\$5,000,000** on such terms as the Select Board determines are necessary and proper pursuant to 30-A M.R.S.A. §5772 and other applicable Maine law, including the issuance, at one time or from time to time, of general obligation bonds (and notes in anticipation thereof) of the Town of Readfield in a sum not to exceed **\$5,000,000**, including fixing the dates, maturities, denominations, interest rates, places of payment, premiums, calls for redemption with or without premium, forms and other details of said bonds and notes, and to provide for the sale thereof, for the purpose of paying all or a portion of the costs of the foregoing broadband fiber optic network?

Select Board recommends:

Budget Committee recommends:

MUNICIPAL TREASURER'S FINANCIAL STATEMENT

1. Town Indebtedness

A. Bonds outstanding and unpaid:	\$826,728.19
B. Bonds authorized and unissued:	\$395,000.00
C. Bonds to be issued if Article 3 is approved:	\$5,000,000.00
Total:	\$6,221,728.19

Costs- Warrant Article 3 Municipal Fiber Network

At an estimated interest rate of two point one nine five percent (2.195%) for a term of twenty (20) years, the estimated cost of this bond issue will be:

A. Total Bond Principal:	\$5,000,000.00
B. Total Estimated Interest:	\$1,203,913.41
C. Total Estimated Debt Service:	\$6,203,913.41

2. **Validity-** The validity of the bonds and of the voters' ratification of the bonds may not be affected by any errors in the above estimates. If the actual amount of the total debt service for the bond issue varies from the estimate, the ratification by the electors is nevertheless conclusive and the validity of the bond issue is not affected by reason of the variance.

3. **Debt Limit-** In accordance with 30-A M.R.S.A. §5701 & §5702, a municipality may not borrow funds if the borrowing would cause the municipality to exceed its debt limit.

A. 2021 State Valuation:	\$301,400,000
B. Limit Factor:	x 7.5%
C. Debt Limit:	\$22,605,000.00

Prepared by: Eric W. Dyer, Treasurer

Article 5: Shall an ordinance entitled 2021 Non-Conforming Structure Amendments to the Town of Readfield **Land Use Ordinance**, be enacted? (A copy of said Ordinance is attached to this Warrant.)

Article 6: Shall an ordinance entitled 2021 Commercial and Industrial District Amendments to the Town of Readfield **Land Use Ordinance**, be enacted? (A copy of said Ordinance is attached to this Warrant.)

Article 7: Shall an ordinance entitled 2021 Land Use Amendments to the Town of Readfield **Land Use Ordinance**, be enacted? (A copy of said Ordinance is attached to this Warrant.)

Article 8: Shall an ordinance entitled 2021 Community Center Club Amendments to the Town of Readfield **Land Use Ordinance**, be enacted? (A copy of said Ordinance is attached to this Warrant.)

Article 9: Shall an ordinance entitled 2021 Service Business Amendments to the Town of Readfield **Land Use Ordinance**, be enacted? (A copy of said Ordinance is attached to this Warrant.)

Article 10: Shall an ordinance entitled 2021 Solar Ordinance Reference Amendments to the Town of Readfield **Land Use Ordinance**, be enacted? (A copy of said Ordinance is attached to this Warrant.)

Article 11: Shall an ordinance entitled 2021 Standard Conditions Amendments to the Town of Readfield **Land Use Ordinance**, be enacted? (A copy of said Ordinance is attached to this Warrant.)

Voted & Approved on _____, 2021 by:

Dennis Price, Chair

Kathryn Mills Woodsum, Vice Chair

Ralph Eno

Carol Doorenbos

Sean Keegan

A true copy of the warrant,

Attest: _____
Sherene Gilman, Town Clerk
Town of Readfield

2021 Non-Conforming Structure
Amendments to the
Town of Readfield Land Use Ordinance

SECTION 4. NON-CONFORMING STRUCTURES

A. Expansions

A non-conforming structure may be added to or expanded after obtaining a permit from the same permitting authority as that for a new structure, if such addition or expansion does not increase the non-conformity of the structure, as defined in paragraph 4.E.2 below, and is in accordance with subparagraphs ~~(1) and (2)~~ 1 through 4 below.

~~1.~~ Legally existing non-conforming principal and accessory structures that do not meet the water body or wetland setback requirements may be expanded or altered as follows, as long as all other applicable standards contained in this Ordinance are met.

~~1. a.~~ Expansion of ~~any portion of a structure, any portion of which is located~~ within 25 feet, horizontal distance, of the normal high-water line of a water body, tributary stream or upland edge of a wetland is prohibited, even if the expansion will not increase nonconformity with the water body, tributary stream, or wetland setback requirement.

~~2. b.~~ Expansion of an accessory structure that is located closer to the normal high-water line of a water body, tributary stream, or upland edge of a wetland than the principal structure is prohibited, even if the expansion will not increase nonconformity with the water body, tributary stream, or wetland setback requirement.

~~3. c.~~ For structures, any portion of which is located less than 75 feet, horizontal distance, from the normal high-water line of a water body, tributary stream, or upland edge of a wetland, expansion shall not cause the maximum combined total floor area for all portions of those structures to exceed 1,000 square feet. ~~and The maximum height of any portion of such a structure that is within 75 feet, horizontal distance, of a water body, tributary stream or upland edge of a wetland is may not be made greater than 20 feet or the height of the existing structure, whichever is greater.~~

~~4. d.~~ For structures, any portion of which is located less than 100 feet, horizontal distance, from the normal high water line of a waterbody, expansion shall not cause the maximum combined total floor area for all portions of those structures to exceed 1,500 square feet. ~~and The maximum height of any portion of such a structure may not be made greater than 25 feet or the height of the existing structure, whichever is greater. except that any portion of those structures located less than 75 feet from the normal high water line of a water body, tributary stream, or upland edge of a wetland must meet the floor area and height limits of paragraph (e).~~

~~e.~~ Expansion of a structure(s) partially located within 100 feet of the normal high water line of a waterbody is subject to Site Review by the Planning Board under the provisions of this Ordinance if the structure(s) is proposed to exceed 1500 square feet of floor area. In no case shall such a structure or portion of a structure exceed 1500 square feet within the 100 foot setback. Further, if such structure is also partially located within 75 feet of the normal high water line of a waterbody or upland edge of a wetland, that portion of the structure is also subject to the limitations set forth in paragraph (e) above.

B. Foundations ~~2.~~

Whenever a new, enlarged or replacement foundation is constructed beneath an existing non-conforming structure, the development is subject to Planning Board Site Review and the structure and new foundation shall be placed such that the setback requirements are met to the greatest practical extent as determined by the Planning Board in accordance with paragraph 4.E (1-2) below. ~~basing its decision on:~~ The following requirements must also be met:

1. The completed foundation will not extend beyond the exterior dimensions of the structure, except for expansions in conformity with Section 4.A above; and

2. The foundation will not cause the height of the structure to be elevated by more than three (3) additional feet or the height of the existing structure if it exceeds the maximum allowable height, whichever is greater.

- ~~a) the criteria specified in paragraph B Relocation, below;~~
- ~~b) that the completed foundation does not extend beyond the exterior dimensions of the structure, except for expansions in conformity with Section 4.A.1 above; and~~
- ~~c) that the foundation does not cause the height of the structure to be elevated by more than three (3) additional feet or the height of the existing structure if it exceeds the maximum allowable height, whichever is greater.~~

If the new foundation includes a basement and the structure is relocated ~~to be~~ at least 50 feet from the normal high-water line of a waterbody, then the foundation shall not be considered ~~to be~~ an expansion of the floor area of the structure.

C. B. Relocation

1. A non-conforming structure may be relocated within the boundaries of the parcel on which the structure is located, subject to Planning Board review, provided the site of relocation conforms to all setback requirements to the greatest practical extent as determined by the Planning Board in accordance with paragraphs 4.E (1-2) below, and provided:
 - a) the applicant demonstrates the present subsurface sewage disposal system meets the requirements of the State of Maine Subsurface Wastewater Disposal Rules, or that a new system can be installed in compliance with the Law and said Rules.
 - b) any expansion of a relocated structure shall be in conformance with the provisions of paragraph 4.A above; any expansions to the relocated structure do not exceed the expansion limitations set forth in Article 3, Section 1.A.1, or the size of the original structure, whichever is greater, and
 - c) the structure is not relocated in a manner that causes the structure to become more non-conforming.

2. When it is necessary to remove vegetation in order to relocate a structure, that vegetation shall be replaced in accordance with the standards of paragraph 4.F below.

2. In determining whether the building relocation meets the setback to the "greatest practical extent," the Planning Board shall consider, among other factors, the size of the lot, the slope of the land, the height of the building, the potential for soil erosion, the location of other structures on the property and or adjacent properties, the location of the septic system and other on site soils suitable for septic systems, the type and condition of the building's foundation, and the type and amount of vegetation to be removed to accomplish the relocation.

~~When it is necessary to remove vegetation within the water or wetland setback area in order to relocate a structure, the Planning Board shall require replanting of native vegetation to compensate for the destroyed vegetation. In addition, the area from which the relocated structure was removed must be replanted with vegetation. Replanting shall be required as follows:~~

- (a) ~~Trees removed in order to relocate a structure must be replanted with at least one native tree, three (3) feet in height, for every tree removed. If more than five trees are planted, no one species of tree shall make up more than 50% of the number of trees planted. Replaced trees must be planted no further from the water or wetland than the trees that were removed.~~

~~, damaged, or removed must be reestablished within the setback area. The vegetation and/or ground cover must consist of similar native vegetation and/or ground cover that was disturbed, destroyed or removed.~~

- (b) ~~Where feasible, when a structure is relocated on a parcel the original location of the structure shall be replanted with vegetation which may consist of grasses, shrubs, trees, or a combination thereof.~~

~~Other woody and herbaceous vegetation, and ground cover, that are removed or destroyed in order to relocate a structure must be re-established. An area at least the same size as the area where vegetation and/or ground cover was disturbed~~

DC. Reconstruction or Replacement

1. Any non-conforming structure which fails to meet the requirements of this Ordinance, and which is removed, or damaged or destroyed, regardless of the cause, by more than 50% of the market value of the structure before such damage, destruction or removal, may be reconstructed or replaced provided that a permit is obtained within one year of the date of said damage, destruction or removal and provided that such reconstruction or replacement is in compliance with all requirements of this Ordinance to the greatest practical extent as determined by the Planning Board ~~in accordance with as referenced in paragraph 4.E.(1-2)B-2 above~~ below. ~~Except that s-~~ Such a structure may be reconstructed or replaced with a permit from the Code Enforcement Officer if it is in conformance with all requirements of this Ordinance. In no case shall a structure be reconstructed or replaced so as to increase its non-conformity. A reconstructed or replacement structure shall not be any larger than the original structure, except as allowed pursuant to paragraph 4.A above. When it is necessary to remove vegetation in order to replace or reconstruct a structure, that vegetation shall be replaced in accordance with the standards of paragraph 4.F below. ~~native to the area must be replanted or the area otherwise stabilized.~~

2. Any non-conforming structure which is damaged or destroyed by 50% or less of the market value of the structure, excluding normal maintenance and repair, may be reconstructed in place with a permit from the Code Enforcement Officer.

~~3. In determining whether the building reconstruction or replacement meets the setback requirements to the greatest practical extent, the Planning Board shall consider in addition to the criteria in paragraph B (Relocation) above, the physical condition and type of foundation present, if any.~~

E. Setback conformity to the Greatest Practical Extent

1. In determining whether the building relocation, reconstruction or replacement, or the construction of a new, enlarged or replacement foundation beneath an existing non-conforming structure meets the setback requirements to the "greatest practical extent," the Planning Board shall consider all relevant among other factors including, but not limited to: the size of the lot, the slope of the land, the height of the building, the potential for soil erosion, the location of other structures on the property and/or adjacent properties, the location of the septic systems, the location of any existing easements, the type and condition of the building's foundation, and the type and amount of vegetation to be removed to accomplish the relocation. Further, the Planning Board shall determine that such relocation, reconstruction, replacement or foundation construction does not cause an "increase in non-conformity" as defined in paragraph 4.E.2 below.

2. For purposes of this section, "increase in non-conformity" means further deviation from the dimensional standard(s) creating the non-conformity such as, but not limited to, reduction in waterbody, wetland, road, or property boundary setback distances, increase in lot coverage, or increase in height of a structure, except that the permitting authority may allow a decrease of the required non-waterbody or non-wetland setback distance(s) of up to 50% if:

- a) That decrease results in an increase in the setback distance from the waterbody/wetland; and,
- b) The sum of all dimensional setback distances remains the same or is increased; and,
- c) No objection to such setback decrease is expressed prior to the close of the public hearing on the application that includes the decrease, by any abutter potentially affected; and,
- d) Any such decrease is otherwise consistent with the provisions of the Land Use Ordinance.

NOTE: Example: Required setbacks are: 100 feet from water, 20 feet from side property lines, and 50 feet from roads. An existing non-conforming house/foundation is 30 feet from the water and meets all other setbacks. Proposal is to move the house/foundation back to 90 feet from the water, a gain of 60 feet in conformity. However, to achieve this, the house/foundation will now be 15 feet from each side setback and 40 feet from the road. That is an increase in non-conformity of 20 feet (5+5+10), for a net gain of 40 feet in conformity (60-20). This results in an increase in setback from the water and an increase in the sum of all setbacks.

F. Vegetation Removal and Replacement

1. When it is necessary to remove vegetation within the water or wetland setback area in order to relocate, reconstruct or replace a structure, the Planning Board shall require replanting of native vegetation to compensate for the destroyed vegetation. In addition, the area from which any ~~the relocated structure was~~ is removed or relocated must be replanted with vegetation consisting of grasses, shrubs, trees, or a combination thereof. Replanting shall be required as follows:

2. Trees removed in order to relocate, reconstruct or replace a structure must be replanted with at least one native tree, three (3) feet in height, for every tree removed. If more than five trees are planted, no one species of tree shall make up more than 50% of the number of trees planted. Replaced trees must be planted no further from the water or wetland than the trees that were removed.

3. Other woody and herbaceous vegetation, and ground cover, that are removed or destroyed in order to relocate, reconstruct or replace a structure must be re-established. An area at least the same size as the area where vegetation and/or ground cover was disturbed, damaged, or destroyed must be re-established within the setback area. The vegetation and/or ground cover that was disturbed, destroyed or removed.

~~Where feasible, when a structure is relocated on a parcel the original location of the structure shall be replanted with vegetation which may consist of grasses, shrubs, trees, or a combination thereof.~~

G. Change of Use of a Non-Conforming Structure

1. The use of a non-conforming structure shall not be changed to another use unless the Planning Board, after receiving a written application, determines that the new use shall not have a greater adverse impact on the water body, tributary stream or wetland, or on the subject or adjacent properties and resources than the existing use.

2. In determining that no greater adverse impact shall occur, the Planning Board shall require written documentation from the applicant, regarding the probable effects on the public safety, erosion and sedimentation, water quality, fish and wildlife habitat, vegetative cover, visual and actual points of public access to waters, natural beauty, floodplain management, archaeological and historic resources and functionally water-dependent uses.

H. Accessory Structures

1. One non-conforming accessory structure not to exceed eighty (80) square feet in floor area, nor eight (8) feet in height, may be placed on a legally-existing non-conforming lot of record for the storage of the personal property of the property owner only, provided all of the following conditions can be met:

- a) there is no existing storage building on the lot,
- b) there has been no conversion of a previously existing storage building to another use,
- c) there is no location on the lot on which to locate a fully conforming building,
- d) the building does not cause the lot to exceed any applicable lot coverage or vegetation clearing limitations;
- e) no utilities are connected to the structure;
- f) the proposed structure is located to conform to all setbacks requirements to the greatest practical extent and located no closer to the normal high-water line of a waterbody, tributary stream, or upland edge of a wetland than is the principal structure, and
- g) A permit is obtained from the Code Enforcement Officer prior to placement or construction of the storage building.

2021 Commercial and Industrial District
Amendments to the
Town of Readfield Land Use Ordinance

- f. The following areas when they are located within 250 feet horizontal distance of the normal high-water line of a great pond; within 250 feet of the upland edge of a wetland; and, within 75 feet, horizontal distance, of a stream:
- (1) Important Wildlife habitat.
 - (2) Natural sites of significant scenic or aesthetic value.
 - (3) Areas designated by federal, state and local government as natural areas of significance to be protected from development.
 - (4) Existing areas of public access and certain significant archeological and historic sites.

7. Stream Protection District

The Stream Protection District includes all land areas within 75 feet, horizontal distance, of the normal high-water line of a stream as defined in Article 11 and other streams of local significance designated on the Official Land Use Map, exclusive of those areas within 250 feet, horizontal distance, of the normal high-water line of a great pond, or within 250 feet, horizontal distance of the upland edge of a freshwater wetland. Where a stream and its 75 foot shoreland area is located within the 250-foot shoreland area of a great pond or a freshwater wetland, that land area shall be regulated under the terms of the district in which the great pond or wetland are located.

8. Commercial and Industrial District

The Commercial and Industrial District is established for the purpose of allowing the opportunity for large scale commercial, ~~or industrial, or uses~~ infrastructure uses to locate or expand in the community if this can be accomplished with minimal negative impact, although large scale commercial operations are generally not in keeping with the Town's character. This district is the only district which may accommodate commercial ~~and industrial~~ or infrastructure uses with structures in excess of 5,000 square feet. This ordinance seeks to ensure that proposed uses are compatible with existing uses and the rural character of the Town, and are protective of natural resources and visual quality. Land proposed for designation as commercial/industrial/infrastructure shall follow the adoption procedures in Article 9.

9. Academic District

The Academic District is comprised of land areas that support development of educational institutions and effective delivery of their programs and activities including housing, health care, and food services. The purpose of this designation is to ensure a homogeneous pattern of development on land now occupied by educational institutions focused exclusively on accommodation of the institution's development needs and excluding unrelated residential, commercial and industrial uses. In the Academic District, only uses which directly support or relate to the principal permitted academic use shall be permitted.

B. Overlay District

Mobile Home Park District

The Mobile Home Park District may accommodate mobile home parks and developments where designated on the Town of Readfield Land Use Map, subject to the requirements of the underlying district.

ARTICLE 9
COMMERCIAL, ~~AND INDUSTRIAL~~ AND INFRASTRUCTURE
DISTRICT
ADOPTION PROCEDURE

SECTION 1. PURPOSE

The purpose of the ~~Commercial and Industrial~~Commercial, Industrial and Infrastructure District designation process shall be to allow the opportunity for large-scale ~~commercial and industrial~~commercial, industrial and infrastructure activities to locate and expand within the Town in keeping with the character of the community.

The procedures contained in this section require that any land proposed to be placed in a ~~Commercial and Industrial~~Commercial, Industrial and Infrastructure District and its subsequent proposed use be reviewed by the Planning Board and then presented to the Town Meeting for approval. After the District is created, each land use, structure and building proposed for the district is required to obtain Site Review approval from the Planning Board.

SECTION 2. STANDARDS

All proposals for a ~~Commercial and Industrial~~Commercial, Industrial and Infrastructure District shall meet the following standards:

- A. The proposed zoning change shall be consistent with the Town of Readfield Comprehensive Plan and shall be in keeping with the Town's rural character.
- B. The proposed use shall be compatible with the surrounding area with respect to rural character, existing uses and anticipated development.
- C. The proposal shall serve the public good, safety or welfare of the Town of Readfield.
- D. The proposal shall be protective of all natural resources including significant wildlife habitat.

SECTION 3. GENERAL REQUIREMENTS

The applicant shall comply with the following requirements and restrictions:

- A. Only conditions and restrictions that relate to the physical development or operation of the property shall be included in the proposal.
- B. A ~~Commercial and Industrial~~Commercial, Industrial and Infrastructure District proposal shall not include any provision or condition that limits or restricts the Town of Readfield zoning authority.
- C. Areas currently within a Village Residential District shall not be eligible for a ~~Commercial and Industrial~~Commercial, Industrial and Infrastructure District designation.
- D. Land uses within a ~~Commercial and Industrial~~Commercial, Industrial and Infrastructure District shall be limited to those allowed in the Table of Uses in Article 7 for the district as designated at the time of application for a ~~Commercial and Industrial~~Commercial, Industrial and Infrastructure designation.

- E. The terms, conditions and restrictions of the zoning agreement shall run with the land and bind all future owners of the land or any other person who claims an interest in the property.
- F. All development and use of the proposed re-zoned property shall comply with all applicable standards and requirements in this Ordinance.
- G. Any conditions or requirements placed upon the proposed rezoning may be more restrictive but shall not be less restrictive than the applicable requirements of this Ordinance.
- H. An agreement containing all conditions and restrictions of a ~~Commercial and Industrial~~Commercial, Industrial Infrastructure District proposal shall be recorded in the Kennebec County Registry of Deeds within 10 days of the date that it is approved at the Town Meeting. The rezoning shall not become effective until the agreement is recorded.
- I. Any violation of the terms, conditions and the restrictions contained in the zoning agreement shall be violations of this Ordinance and subject to applicable enforcement standards. A statement to this effect shall be included in the zoning agreement.
- J. The proposed site has an existing or proposed- access to a town, state-aid highway or state road.
- K. The proposal contains provisions for a buffer area along all property lines sufficient to screen adjacent land uses. A landscape buffer area shall be provided along the road frontage that allows for safe access to the site and also sufficiently screens any development from public view.
- L. The site plan shall show the future locations of all proposed structures or provide a written set of design standards for the placement of future structures. Structures shall be located on the site in a manner so as to protect the environment, minimize off-site impacts such as noise, light, and odors, provide the maximum visual screening from adjacent roads and property, and be in keeping with the Town's character.
- M. The proposal shall include a list of those uses planned to be developed in the ~~Commercial and Industrial~~Commercial, Industrial and Infrastructure District.

SECTION 4. APPLICATION REQUIREMENTS

- A. The applicant for a ~~Commercial and Industrial~~Commercial, Industrial and Infrastructure District proposal shall submit an -application to the Code Enforcement Officer.
- B. The application shall include the following:
 1. A survey plan of the site showing all applicable details required in Article 6, Section 3.J.1.c.
 2. A narrative describing the proposal and how it specifically meets all the standards and requirements contained in this Article.
 3. A copy of the conditions and restrictions proposed for the property.
 4. A timetable indicating the start and completion dates of the development or construction in the proposed rezoned area.
- C. Application Procedure:

1. The applicant shall submit the rezoning application and fee to the Code Enforcement Officer. The Code Enforcement Officer shall issue a dated receipt to the applicant upon acceptance of the application. The Code Enforcement Officer shall review the application for completeness and within 10 days notify the applicant in writing whether or not the application is complete and what, if any, additional submissions are required for a complete application.
2. The Code Enforcement Officer shall submit the complete application to the Planning Board for a public hearing.
3. The Planning Board shall hold a public hearing within 30 days of receipt of a complete rezoning application.
4. The Town shall publish notice of the hearing stating the purpose of the hearing and giving the date, time and place of the public hearing in a newspaper of general circulation in the area. The notice shall be published 2 times, not more than 14 days before and not less than 7 days before the public hearing.
5. The Town shall notify by first class mail the owners of all property within 500 feet of the property to be rezoned at least 20 days in advance of the public hearing. The notice shall include the date, time and place of the public hearing, and a description of the proposed rezoning proposal. The owners of property shall be considered those against whom taxes are assessed. Failure of any property owner to receive a notice of public hearing shall not necessitate another hearing or invalidate any action of the Planning Board. A list of all property owners that were mailed the public hearing notice shall be maintained and include the date the notice was mailed-
6. The Planning Board may continue the public hearing in order to conduct a site visit.
7. The Planning Board shall use the standards contained in Section 2 to make its recommendation upon the proposal. The Board may set conditions upon the application in order to further the purposes set forth in this section.
8. After reviewing the application, the Planning Board may vote to recommend the application, recommend the application with conditions or not to recommend the application.
9. The Planning Board's final recommendation upon the proposed re-zoning application shall be submitted to the Board of Selectmen to be placed on the Town Warrant for consideration at the next scheduled Town Meeting. The Town is not required to hold a special Town Meeting to consider the re-zoning proposal.
10. The Town Meeting shall consider the rezoning article and may vote to approve the application as submitted or deny the application.
11. The Selectmen shall sign the rezoning agreement and the Town Clerk shall attest that the proposal was approved at the Town Meeting. A copy shall be provided to the applicant, Planning Board and the Code Enforcement Officer.
12. The Planning Board shall amend the Land Use Map to show the location of the approved ~~Commercial and Industrial~~ Commercial, Industrial and Infrastructure District.
13. Any use, structure or building hereafter proposed for the ~~Commercial and Industrial~~ Commercial, Industrial and Infrastructure District shall be required to obtain Site Review approval according to the requirements of this Ordinance.

2021 Land Use Amendments to the
Town of Readfield Land Use Ordinance

9. Academic District

The Academic District is comprised of land areas that support development of educational institutions and effective delivery of their programs and activities including housing, health care, and food services. The purpose of this designation is to ensure a homogeneous pattern of development on land now occupied by educational institutions focused exclusively on accommodation of the institution's development needs and excluding unrelated residential, commercial and industrial uses. In the Academic District, only uses which directly support or relate to the principal permitted academic use shall be permitted.

B. Overlay District

Mobile Home Park District

The Mobile Home Park District may accommodate mobile home parks and developments where designated on the Town of Readfield Land Use Map, subject to the requirements of the underlying district.

SECTION 5. LAND USES

Land Uses permitted in Readfield are shown on Table 1 (Table of Uses) by the type of review required or not required within each land use District under this Ordinance. Required permit review shall be secured prior to obtaining the appropriate building, plumbing or other applicable construction permits in accordance with the procedures and processes described in this Ordinance.

For any land uses not specifically identified in Table 1, the following type of review required or not required within each land use district shall apply: The Code Enforcement Officer shall make the final determination on the appropriate review for any land use not listed.

1. Uses similar to uses requiring a permit from the CEO and/or LPI shall require a permit from the CEO and/or LPI
2. Uses similar to uses requiring Planning Board approval shall require Planning Board approval.
3. Uses similar to allowed uses are permitted.
4. Uses similar to prohibited uses are prohibited.

3. Land uses classified as commercial, industrial or institutional shall have a minimum of 300 feet of shore frontage.
4. Structures in compliance with the Telecommunication Towers Ordinance and agricultural structures not within a Shoreland District and not used as dwellings are exempt provided height shall not at any time place structures or potential structures on adjacent lots in jeopardy should exempt or extended structures collapse for any reason or cause.
5. Any increase in the height of a structure above that which is permitted in this Ordinance requires a variance from the Board of Appeals.
6. Steps, stairways, ramps or similar structures may be allowed within the required setback area with a permit from the Code Enforcement Officer as may be necessary to provide for a secondary means of egress from a legally existing dwelling, provided: the structure is limited to a maximum of four (4) feet in width, and that the applicant demonstrates there is no reasonable alternative means of escape from the dwelling. The Code Enforcement Officer may impose conditions to any approval as necessary to insure conformance with the purposes and provisions of the setback requirements of this Ordinance to the greatest practical extent.
7. Within the Village or Village Residential Districts or Commercial Industrial Districts, the 50 ft. setback requirement may be reduced to not less than 25 ft. provided the applicant has submitted a stormwater management and erosion control plan prepared by a qualified professional clearly demonstrating the following: (a) the on-site treatment of peak discharge rates of stormwater and erosion control utilizing the design principles set forth in Article 8, Sections 10 and 11; (b) the implementation for the stormwater treatment and erosion control plan; and (c) the approval for this setback reduction is a written part of the permit.
8. Must conform to requirements of underlying district.
9. This provision applicable to all lots created after September 15, 2004. When a lot borders both a waterbody and a road, the lot depth to frontage ratio shall be based on the frontage of the waterbody.
10. Water-dependent structures, such as docks, are not subject to Waterbody or wetland setbacks but remain subject to all other setback requirements for structures in the District in which they are located, except as allowed by the Planning Board under Article 8, Section 19.N
11. Side setbacks are not applicable where only a common wall separates the individual ownership of units in a multi-unit structure.
12. In the Resource Protection District the setback requirement shall be 250 ft., horizontal distance, from all water bodies, except for structures, roads, parking spaces or other regulated objects specifically allowed in that district, in which case the setback requirements specified in Table 2 Dimensional Requirements shall apply.
13. In the Village District, setbacks may be reduced by up to five (5) feet for accessory structures, provided there is no alternative location that meets setbacks to the greatest practical extent, as determined by the Code Enforcement Officer applying the standards set forth in Article 3, Section 4.E.1.
14. For single-lot divisions or conventional subdivision development. The Planning Board may approve reductions in dimensional standards for cluster development described in Article 8, section 21.
15. Except for cluster development (see Article 8, section 21).
- 16 Article 3, Section 4, NON-CONFORMING STRUCTURES shall be applied to structures that do not meet the water body or wetland setbacks.

2021 Community Center / Club
Amendments to the
Town of Readfield Land Use Ordinance

commercial uses, planned, developed as a whole, or in a programmed series of developments, and controlled by one developer which contemplates an innovative, more compact grouping of dwelling units or other uses. Cluster developments treat the developed area as an entirety to promote flexibility in design, architectural diversity, the efficient use of land, a reduction in the size of road and utility systems, the creation of permanent, common open space, and the conservation of natural characteristics of the land.

Cluster Subdivision: A subdivision in which the lot sizes are reduced below those normally required in the zoning district in which the development is located in return for the provision of permanent open space. Such open space or the development rights of that open space shall be owned in common by lot/unit owners, the Town, or a land conservation organization. Clustering shall not be used to increase the overall net residential density of the development.

Code Enforcement Officer: A person appointed by the Town Manager to administer and enforce this Ordinance. Reference to a Code Enforcement Officer may be construed to include Building Inspector, Electrical Inspector, Plumbing Inspector and the like when applicable.

Commercial Establishment: Establishments that render goods and/or services primarily on a retail basis which are customarily carried on in a building specifically for that purpose, such as retail stores, service stations, restaurants, etc. Lawn and garage sales, conducted for more than 14 calendar days in any year, shall be subject to site review requirements of Article 6, Section 3, and Planning Board approval.

Commercial Recreation: Any commercial enterprise which receives a fee in return for the provision of some recreational activity including, but not limited to: campgrounds, racquet and tennis clubs, health facilities, amusement parks, golf courses, gymnasiums and swimming pools, etc., but not including: bowling alleys or amusement centers, as defined herein.

Common Shoreland Access: The use of any shorefront property to provide a point of access for the occupants of three or more dwelling units, whether accomplished through ownership, lease, easement, or any other arrangement.

Communication Tower: A structure on which commercial transmitting and/or receiving devices are located.

~~**Community Center, Club**: A building that houses any voluntary association of persons organized for social, religious, benevolent, literary, scientific, or political purposes; whose facilities, especially a clubhouse, are open to members and guests only, and not the general public; and are not engaged in activities customarily carried on by a business or for pecuniary gain.~~

Community Center or Club: A community center or club is primarily engaged in activities that are generally not-for-profit and are not activities that are customarily carried on by a business or for financial gain, although occasional fund-raising activities may take place. The activities are generally the type carried on by a civic, educational, social, political, fraternal or cultural organization.

Conforming: A building, structure, use of land, or portion thereof, which complies with the provisions of this Ordinance.

Commercial Scale Wind Energy Systems: A wind energy conversion system which:

- has a rated capacity greater than 100 Kilowatts; and/or
- produces electrical power primarily for sale; and/or

**TABLE 1 /
TABLE OF USES**

	<i>LAND USE DISTRICTS</i>									<i>Overlay District</i>
	V	VR	AD ⁹	R	RR	SR	RP	SP	CID	MH
Waste Handling Facility	N	N	N	N	N	N	N	N	P	N
INSTITUTIONAL										
Accessory Structure	C	C	C	C	C	N	N	N	N	U
Church/Synagogue/Parish House	P	P	P	P	P	N	N	N	N	U
Civic/Convention Center	P	N	P	P	N	N	N	N	N	U
Community Centers/ Clubs	P	N	P	P	P N	N	N	N	N	U
Community Living Arrangement • up to 8 persons • more than 8 persons	C P	C P	C P	C P	C P	C P	P ⁵ N	C ⁶ N	N N	C U
Day Care Facilities • 3 to 12+	P	P	P	P	P	P	N	N	P	U
Nursing Home	P	N	N	P	N	N	N	N	P	N
Hospital/Medical Care	P	N	P	P	N	N	N	N	N	U
Government Uses	P	P	P	P	P	N	N	N	N	P
Museum/Library	P	N	P	P	N	N	N	N	N	U
Public/Private School	P	P	P	P	P	P	N	N	N	U

Legend

<i>Land Use Districts</i>			<i>Overlay District</i>
V = Village District	R = Rural District	SP = Stream Protection	MH = Mobile Home
VR = Village Residential	RR = Rural Residential	RP = Resource Protection	
AD = Academic District	SR = Shoreland Residential	CID = Commercial Industrial	

Key to Table of Uses

Y =	Allowed Use (no permit required, but the use must comply with all applicable federal, state and local standards and regulations, including but not limited to this Ordinance).
C =	Use requires review and permit from Code Enforcement Officer (CEO) and/or Local Plumbing Inspector (LPI).
P =	Use requires site review from Planning Board, and requires a permit from the CEO and LPI upon Planning Board approval.
N =	Prohibited Use
U =	Use shall comply with underlying District requirements.
N/A =	Not applicable to the district.

2021 Service Business
Amendments to the
Town of Readfield Land Use Ordinance

Re-subdivision: The division of an existing subdivision or any change in the plan for an approved subdivision which affects the lot line, including land transactions by the applicant not indicated on the approved plan.

Retail Business: A business establishment engaged in the sale, rental, or lease of goods or services to the ultimate consumer for direct use or consumption and not for resale.

Right-of-way: A strip of land acquired by deed, reservation, dedication, forced dedication, prescription or condemnation and intended to be occupied by a road, railroad, electric transmission lines, oil or gas pipeline, water line, sanitary or storm sewer and other similar uses.

Road: Any route for vehicle access other than a driveway.

Road Committee: Individuals appointed by the Select Board for advising the Road Commissioner.

Rooming/Boarding House: A residential use consisting of at least one dwelling unit together with one or more rooms that are rented or intended to be rented to more than one occupant (s), but which rooms, individually or collectively do not constitute separate dwelling units. A rooming or boarding house is designed to be occupied by longer-term residents as opposed to overnight guests.

Seasonal Conversion: Any development to seasonal dwelling which has the effect of rendering that structure habitable for year-round occupancy (see Article 8, section 27).

Screening: See Buffers/Screening

Service Business: A form of business providing different types of labor services in a wide variety of business sectors, including but not limited to: professional (e.g. law, accounting, medical, banking, insurance, brokerage, etc.), lawn and landscaping services, contracting and building services, fabrication, repair, and cleaning services, pet grooming and hair salons, funeral homes, catering, delivery, rental, and telecommunications.

Setback: The minimum horizontal distance from a road, lot line or normal high-water line of a water body, tributary stream or upland edge of a wetland to the nearest part of any structure.

Shared Driveway: A driveway jointly owned by the owners of the properties it gives access to, either owned in common or with reciprocal right-of-way easements legally described on a deed. A shared driveway comprises the entire width of its easements as extending from the public way to which it is attached, to the point at which it serves only one lot. All lots which contain a portion of the shared driveway or its easement shall be deemed to be served by the shared driveway whether or not the lots have alternate access to another road. The shared driveway does not create frontage for any lots. (See Article 8, section 18.E for additional standards).

Shoreland District: All land area located within the Shoreland Residential, Resource Protection, and Stream Protection Districts as described in Article 7, Section 4.

Shoreline: The normal high-water line, or upland edge of a wetland.

Sign: See Article 8, Section 14H (Definitions), or as amended.

Significant Sand and Gravel Aquifer: A deposit of ice-contact and glacial outwash sediment that

**TABLE 1 /
TABLE OF USES**

	<i>LAND USE DISTRICTS</i>									<i>Overlay District</i>
	V	VR	AD ⁹	R	RR	SR	RP	SP	CID	MH
Hotel/Motel	P	N	N	P	N	N	N	N	P	U
Indoor Theater	P	N	P	P	N	N	N	N	P	U
Office: Business Professional/Medical	P	N	P	P	N	N	N	N	P	U
Printing/Photography	P	N	N	P	N	N	N	N	P	U
Redemption Centers	P	N	N	P	N	N	N	N	P	U
Retail Fuel Distributor (Petroleum Prod.)	P	N	N	P	N	N	N	N	P	U
Retail Business	P	N	P	P	N	N	N	N	P	U
Veterinary Hospital	P	N	N	P	N	N	N	N	P	U
Service Business	P	N	N P	P	N	N	N	N	P	U
Wholesale Business	P	N	N	P	N	N	N	N	P	U
Junkyard/Automobile Graveyard/Automobile Recycling	N	N	N	P	N	N	N	N	P	U
INDUSTRIAL³										
Accessory Structure	P	N	N	P	N	N	N	N	P	U
Light Industry	P	N	N	N	N	N	N	N	P	U
Heavy Industry	N	N	N	N	N	N	N	N	P	U
Recycling Operation	P	N	N	P	N	N	N	N	P	U
Sludge Spreading	N	N	N	P	N	N	N	N	N	N
Terminal for Bulk Oil & Gas	P	N	N	P	N	N	N	N	P	U
Trucking, including Distribution Terminal	P	N	N	P	N	N	N	N	P	U
Warehousing and Storage	P	N	N	P	N	N	N	N	P	U

Legend

<i>Land Use Districts</i>			<i>Overlay District</i>			
V = Village District	R = Rural District	SP = Stream Protection	MII = Mobile Home			
VR = Village Residential	RR = Rural Residential	RP = Resource Protection				
AD = Academic District	SR = Shoreland Residential	CID = Commercial Industrial				

Key to Table of Uses

Y =	Allowed Use (no permit required, but the use must comply with all applicable federal, state and local standards and regulations, including but not limited to this Ordinance).
C =	Use requires review and permit from Code Enforcement Officer (CEO) and/or Local Plumbing Inspector (LPI).
P =	Use requires site review from Planning Board, and requires a permit from the CEO and LPI upon Planning Board approval.
N =	Prohibited Use
U =	Use shall comply with underlying District requirements.
N/A =	Not applicable to the district.

2021 Solar Ordinance Reference
Amendments to the
Town of Readfield Land Use Ordinance

Appendix B
Other Town Ordinances Relating to Land Use

The following additional documents are adopted by reference as an integral part of this Land Use Ordinance and are found on file with the Town Clerk.

- A. Noise Standard Ordinance; adopted June 11, 1998.

- B. An Ordinance Regulating Storage and Land Application of Sludge and Other Residuals; adopted September 21, 1998 and amended February 22, 1999, June 14, 2001, December 9, 2002 and September 15, 2004.

- C. Telecommunications Towers Ordinance, adopted June 11, 1998 and amended February 22, 1999 and May 15, 2008.

- D. Floodplain Management Ordinance adopted February 10, 1997 and amended June 11, 2009.

- E. Town of Readfield Solar Ordinance adopted June 8, 2021

2021 Standard Conditions
Amendments to the
Town of Readfield Land Use Ordinance

enforcement action shall be taken to achieve compliance as specified in Article 2, Section 1 of the LUO.

16. You are advised that commencing development or use of your property within 45 days of this notice of decision is at your own risk, even as approved by the Planning Board. During the 45-day period, any party aggrieved by the Planning Board decision may file an appeal with the Board of Appeals to overturn, amend, or further condition this Planning Board, CEO/LPI decision.

Subdivisions are also subject to the following additional conditions:

17. Unless otherwise approved by the Planning Board, all subdivision site improvements, including the conveyances of any proposed easements, must be completed prior to the issuance of any lot use or development permits.

18. Land use permits approved for subdivisions shall be permanent and shall "run with the land." In the event the permittee transfers any or all interest in this permit with any transfer of right, title, or interest to this land, the purchaser or lessee may assume all permissions granted by the permit and shall be responsible for complying with all standard and special conditions of the approval.

19. All recorded subdivision plans shall contain the following statement: "The revisions to this subdivision plat/plan/deeds shall be approved by the Readfield Planning Board as in Title 30-A M.S.R. Section 4407."

20. Any approval, amendment or revision thereto of any subdivision plan or plat shall be recorded with the Kennebec County Registry of Deeds within ninety (90) days of this approval or prior to commencing the activity, whichever occurs first, unless the condition for recording states otherwise. Attested copies or other proof of recording of these recorded documents shall be forwarded to the Code Enforcement Office within thirty (30) days of the date of recording or prior to the issuance of any additional permits, whichever occurs first. All costs associated with recording these documents shall be paid by the permittee.

RESOLUTION OF THE SELECT BOARD OF THE TOWN OF READFIELD, MAINE
AUTHORIZING THE SALE OF A \$395,000
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 performing capital improvements to the fire station, library and roads (collectively, the "Project") located in the Governmental Unit; and

WHEREAS, pursuant to law, the article to authorize borrowing for the Project in an amount up to \$395,000 was submitted to the voters of the Governmental Unit at a meeting held on June 8, 2021; 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 \$395,000 should be borrowed for the purpose of providing the funds for the Project and that for that purpose the \$395,000 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 \$395,000, shall be payable as to principal commencing November 1, 2022 and on each November 1 thereafter through and including November 1, 2036 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, 2022 and thereafter on May 1 and November 1 through and including November 1, 2036 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 and a Non-Arbitrage and Use of Proceeds Certificate (the "Non-Arbitrage Certificate") and the Town Manager is authorized and directed to sign the Loan Agreement, on behalf of the Governmental Unit and the Clerk of the Governmental Unit is authorized to attest to the authority of the Treasurer and the Town Manager 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 7, 2021, by the Select Board of the Town of Readfield, Maine, at a meeting duly convened and conducted in accordance with 1 M.R.S. Section 403-A.

TOWN OF READFIELD, MAINE

By: _____
Dennis Price, Chair
Select Board Member

By: _____
Kathryn Mills Woodsum, Vice Chair
Select Board Member

By: _____
Ralph Eno
Select Board Member

By: _____
Carol Doorenbos
Select Board Member

By: _____
Sean Keegan
Select Board Member

LOAN AGREEMENT

AGREEMENT, dated the ___ day of ___ 2021, 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 the 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 \$395,000.00 (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 \$395,000.00 of which \$395,000.00 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 \$395,000.00. 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 \$395,000.00. 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 or by the State 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 BOND BANK

(SEAL)

Attest:

By _____
Its Executive Director

TOWN OF READFIELD

(SEAL)

Attest:

By _____
Its Manager

EXHIBIT A

Maturity Schedule

2022	\$26,334
2023	26,334
2024	26,334
2025	26,334
2026	26,334
2027	26,334
2028	26,334
2029	26,334
2030	26,334
2031	26,334
2032	26,334
2033	26,334
2034	26,334
2035	26,334
2036	26,324

EXHIBIT B

Form of Bond

STATE OF MAINE

\$395,000

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

THREE HUNDRED NINETY-FIVE THOUSAND AND 00/100 DOLLARS
(\$395,000.00)

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>	<u>Principal Installment</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Installment</u>	<u>Interest Rate</u>
2022	\$26,334	%	2030	\$26,334	%
2023	26,334		2031	26,334	
2024	26,334		2032	26,334	
2025	26,334		2033	26,334	
2026	26,334		2035	26,334	
2027	26,334		2036	26,324	

Aggregate Principal Amount: \$395,000.00

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, 2022. 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 resolution 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 performing capital improvements to the fire station, library and roads located in the Governmental Unit.

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, if any, are 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 have entered into an agreement under 30-A MRSA §5751 and following (now repealed) 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, countersigned by at least a majority of its Select Board members and attested to by its Clerk and the seal of the Governmental Unit to be affixed hereto, as of November __, 2021.

ATTEST:

TOWN OF READFIELD, MAINE

Kristin Parks
Town Clerk

By: _____
Eric Dyer
Town Treasurer

(SEAL)

COUNTERSIGNED BY:

Dennis Price, Select Board Member

Kathryn Mills Woodsum, Select Board Member

Ralph Eno, Select Board Member

Carol Doorenbos, Select Board Member

Sean Keegan, Select Board Member

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.

<u>Name of Registered Transferee</u>	<u>Date of Registration of Transfer</u>	<u>Date on Which Interest Paid</u>	<u>Aggregate Principal Paid</u>	<u>Balance of Principal Due</u>
U.S. Bank National Association, as Trustee	November __, 2021	None Paid	None Paid	All

Eric Dyer, Town Treasurer

OTHER BUSINESS