

Readfield Select Board
March 28, 2022, Meeting Agenda
Select Board Meeting starts: 6:30 PM
Select Board Meeting ends (unless extended) at 7:30 PM

Pledge of Allegiance

Communications - 10 min.

Select Board communications. - 5 min.

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

Old Business -30 min.

22-062 - Discuss the Fairgrounds Community Park and Conservation Project status and next steps - 5 min.

22-110 - Consider a draft Town Meeting Warrant - 20 min.

New Business - 15 min.

22-111 - Consider a Bond Anticipation Note for the Community Broadband Project - 5 min.

22-112 - Consider marketing and design services for the Community Broadband Project - 5 min.

22-113 - Consider an engineering proposal for the Nickerson Hill and P-Ridge Rd. Intersection - 5 min.

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

Adjournment

This meeting will be held in-person at the Town Office

Participate via Zoom at: <https://us02web.zoom.us/j/88149608367> or

Call-in at +1 (929) 436-2866 and enter meeting ID: 881 4960 8367 and passcode: 781405

COMMUNICATIONS

- **SELECT BOARD**
- **PUBLIC COMMUNICATIONS**

OLD BUSINESS

Fairgrounds Community Park and Conservation Project
Abutters Meeting Notice and Request for Participation

Dear Property Owner,

The Readfield Recreation Committee will be hosting an abutters meeting at the Readfield Town Office on March 31st at 6:30 pm to review and discuss the latest plans for the Fairgrounds Community Park and Conservation Project. The project is anticipated to include the construction of a softball field, basketball court, kiosk, concession stand, pollinator garden, trails, and associated utilities and structures, along with conservation work there and elsewhere in town. In keeping with the past and current use of the property, no field lighting or amplified sound system is planned. Our focus is on the continued use of the property by our community and local youth for recreation, sport, education, conservation, and general enjoyment.

The Fairgrounds property is important to our community, but we know it is particularly important to you as an abutter and that special consideration should be given to your needs and priorities for use of the property. Please join us and we will share the latest survey, discuss the project details, listen to your perspectives, and answer any questions you may have. A copy of the current draft plan is attached to this letter. Please feel free to reach out in advance of the meeting if that works better for you. You can also attend the meeting via Zoom at:

<https://us02web.zoom.us/j/82707212783?pwd=WUhTMVZKMmZBcEhQNIhlVzAvM0NNOT09>

We look forward to hearing from you!

Sincerely,
Readfield Recreation Committee
readfieldreccom@gmail.com
(207) 446-7865

refinements. Invite representatives of the Working Group (as defined herein) to participate and directly engage in the on-site discussion.

3. **DESIGN OBJECTIVES.** Review the identified priorities for habitat conservation and historic assets and recreation facilities and programming objectives. It is assumed that the Town will summarize the input provided by the Stakeholder Committees and provide that to the design team for consideration.

TASK 2. CONCEPTUAL DESIGN

1. **PRELIMINARY LAYOUT CONCEPT.** Develop a draft concept plan for review and discussion within the project team and Working Group members. It is assumed that the Working Group will include representatives of all identified Stakeholder Committees and any other direct stakeholders that have been identified by the town for participation in the process.
2. **FINAL LAYOUT CONCEPT.** Finalize the proposed layout and design program based on the input and feedback from the Working Group. The plan will be to-scale, hand rendered, and colorized for presentation purposes. It is assumed that the final layout concept will be shared with the General Public prior to the town vote in June. The latter is not included in this scope of services.

TASK 3. COORDINATION & MEETINGS

1. **COORDINATION & COMMUNICATIONS.** Coordinate / communicate with the Town and project team members to advance the project. A budget has been identified to cover coordination, including emails, phone calls, and administrative tasks required to advance the project.
2. **MEETINGS.** The following meetings are anticipated as part of the expanded design and outreach process for the project:
 - a. **PROJECT TEAM.** It is assumed that project team meetings will be arranged via phone or video calls. This scope anticipates two meetings, which will be billed on a time & materials basis.
 - b. **WORKING GROUP.** Attend one meeting with the Town-appointed Working Group at a time a place to be determined. For efficiency, it is anticipated that the meeting will be via Zoom. This task includes the preparation of meeting materials. It is assumed that the meeting duration will not exceed two hours. If an in person meeting is preferred, RSLLA will work with the Town to identify any additional costs associated with travel.
 - c. **GENERAL PUBLIC.** A meeting with the General Public is anticipated prior to the Town Meeting in Spring 2022, although this meeting is not included in the scope of services at this time. RSLLA can provide additional services, such as the preparation of presentation materials and/or participation / facilitation of this meeting, if needed, on a time and materials basis, as needed.

PROFESSIONAL FEES

RSLLA will provide the outlined services on a time and materials basis with a not-to-exceed budget of \$4,756 including direct project expenses billed at cost plus a standard overhead & supplies fee of 2%. All services provided under this contract shall be billed at the standard rate of \$135/hour. RSLLA will submit monthly invoices based on the services provided. The anticipated breakdown of task hours and fees is as follows:

<i>Project Task</i>	<i>Task Hours</i>	<i>Task Fees</i>	<i>Task Total</i>
TASK 1.1. SITE ASSESSMENT - REVIEW	2	\$270	
TASK 1.2. SITE ASSESSMENT – SITE VISIT	5	\$675	
TASK 1.3. SITE ASSESSMENT –OBJECTIVES	1	135	
TASK 1 TOTAL			\$1,080
TASK 2.2. CONCEPT DESIGN - PRELIMINARY	8	\$1,080	
TASK 2.3. CONCEPT DESIGN – FINAL	6	\$810	
TASK 2 TOTAL			\$1,890
TASK 3.1. COORD & COMMUN	3	\$405	
TASK 3.2.a. MEETINGS – PROJECT TEAM	3	\$405	
TASK 3.2.b. MEETINGS – WORKING GROUP	6	\$810	
TASK 3.2.c. MEETINGS – GENERAL PUBLIC (N.I.C.)			
TASK 3 TOTAL			\$1,620
SUBTOTAL, FEES			\$4,590
DIRECT EXPENSES – MILEAGE 58.5 CENTS/MI. (1 OW TRIPS)		\$24	
DIRECT EXPENSES – COPIES, POSTAGE, ETC. (BUDGET)		\$50	
DIRECT EXPENSES –OH & SUPPLIES FEE (2%)		\$92	
DIRECT EXPENSE BUDGET TOTAL			\$166
TOTAL			\$4,756

SCHEDULE

It is understood that the Town wishes to initiate planning and design for the project this winter in anticipation of a June town vote. RSLLA will initiate work upon approval and work with the project team and the Town to identify an acceptable timeline for the tasks and deliverables. For consideration, RSLLA recommends the following critical path:

- SITE ASSESSMENT / SITE VISIT W/WORKING GROUP January 2022
- CONCEPT DESIGN - PRELIMINARY February 2022
- WORKING GROUP MEETING Mid-February 2022
- **CONCEPT DESIGN – FINAL** **March 2022**
- **GENERAL PUBLIC MEETING (N.I.C.)** **May 2022**
- TOWN VOTE (ANTICIPATED) June 2022

Annual Town Meeting Warrant/Secret Ballot Tuesday, June 14, 2022 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 14th day of June, A.D. 2022, at eight o'clock in the forenoon, then and there to act upon Article 1 and by secret ballot on Articles 2 through 40 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: Elect two Select Board members for a three-year term:

- Bittar, Robert
- DeAngelis, Steve
- Johnson, Eric
- Mills-Woodsum, Kathryn
- Write in: _____
- Write in: _____

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

- Alvarado, Cristobal
- Write in: _____

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

- Write in: _____

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

- Write in: _____

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

- Write in: _____

Article 3: Shall the Town of Readfield vote to allow the Select Board to establish **Salaries and or Wages** of town officers and employees, not elsewhere established, for the period July 1, 2022 through June 30, 2023?

Article 4: Shall the Town vote to fix **September 30, 2022** or thirty days after the taxes are committed, whichever is later, and **February 24, 2024** as the dates upon each of which one-half of the property taxes are due and payable, and as the dates from which interest will be charged on any unpaid taxes at a rate of 4% per year, which is the State rate pursuant to Title 36 MRSA § 505.4?

Article 5: Shall the Town vote to authorize the Tax Collector to **Pay Interest** at a rate of 4% , which is the same as the State Rate of 4% , from the date of overpayment, on any taxes paid and later abated pursuant to Title 36 MRSA, § 506 & 506A?

Article 6: To see if the Town will vote to authorize the municipal officers, **If an Article Fails**, to spend an amount not to exceed 3/12 of the budgeted amount in each operational budget category that the town is legally obligated to pay, of the last year's approved budgeted amount during the period July 1, 2022 to October 1, 2022?

Article 7: Shall the Town vote to raise and appropriate **\$ 679,930** for the **Administration** budget category for the

following budget lines with **Grant Writing, Heating Assistance and Attorney Fees** unexpended balances to be carried forward?

Municipal Administration	\$342,855
Insurance	\$157,875
Office Equipment	\$ 6,900
Assessing	\$ 29,675
CEO/LPI/BI	\$ 82,060
Planning Board	\$ 1,015
Appeals Board	\$ 50
Grants/Planning Ser.	\$ 7,000
Heating Assistance	\$ 2,500
Attorney Fees	\$ 50,000

Select Board recommends: *Budget Committee recommends:*

Article 8: Shall the Town vote to raise and appropriate **\$160,300** for the **Municipal Maintenance** budget category?

General Maintenance	\$ 117,600
Building Maintenance	\$ 34,450
Vehicles Maintenance	\$ 8,250

Select Board recommends: *Budget Committee recommends:*

Article 9: Shall the Town vote to raise and appropriate **\$74,703** for the **Community Services** budget category for the following budget lines, with the unexpended balance of the Age Friendly and Library budget line carried forward?

Animal Control	\$ 9,530
Kennebec Land Trust	\$ 250
Kennebec Valley Council of Governments	\$ 4,500
Age Friendly Initiatives	\$ 2,000
Library Services	\$ 44,928
Readfield TV	\$ 7,245
Street Lights	\$ 5,750
Maranacook Lake Dam	\$ 500

Select Board recommends: *Budget Committee recommends:*

Article 10: Shall the Town vote to authorize the Select Board to enter into a two-year construction contract and a multi-year operating contract with Axiom Technologies, LLC. to construct and operate a municipally owned fiber to the premises (FTTP) network to provide every household and business in Readfield with access to **uniform, affordable, reliable, high-speed broadband internet** within two-years of approval of this article (A copy of proposed service terms is attached to this Warrant), and to raise and appropriate up to \$5,000,000 from the previously approved twenty-year municipal bond to complete the project?

Select Board recommends: *Budget Committee recommends:*

Article 11: Shall the Town vote to raise and appropriate **\$58,707** for the **Recreation, Parks & Activities** budget category for the following budget lines with any unexpended balances to be carried forward?

Beach	\$ 18,339
Recreation	\$ 21,300
Heritage Days	\$ 6,600
Conservation	\$ 6,300
Town Properties	\$ 3,000
Trails	\$ 3,168

Select Board recommends: *Budget Committee recommends:*

Article 12: Shall the Town vote to raise and appropriate *up to* \$500,000 for the **Fairgrounds Community Park and Conservation Project** to include the construction of a softball field, basketball court, kiosk, concession stand, pollinator garden, trails, and associated utilities and structures at the town Fairgrounds Property (a copy of the draft

plan is attached to this Warrant), to pursue wetland and habitat impact mitigation on that and other Town properties, and to pursue fundraising and grant opportunities to minimize the cost of the project?

Select Board recommends: Budget Committee recommends:

Article 13: Shall the Select Board of the Town, on behalf of the Town, be authorized to enter into one or more agreements providing for (a) capital improvements to the Fairgrounds property and other Town properties and (b) borrowing on behalf of the Town, a sum not to exceed \$500,000 on such terms as it determines are necessary and proper pursuant to 30-A M.R.S.A. §5772 and other applicable Maine law, including the interest rate and the principal payment dates, for the purpose of appropriating funds to pay all or a portion of the costs of capital improvements to the Fairgrounds other town properties?

Select Board recommends: Budget Committee recommends:

MUNICIPAL TREASURER'S FINANCIAL STATEMENT

1. Town Indebtedness

A. Bonds outstanding and unpaid:	\$1,274,697.16
B. Bonds authorized and unissued:	\$5,000,000.00
C. Bonds to be issued if Article 13 is approved:	\$500,000.00
Total:	\$6,774,697.16

Costs- Warrant Article 13 Fairgrounds Improvements

At an estimated interest rate of two and one-half percent (2.5%) for a term of fifteen (20) years, the estimated cost of this bond issue will be:

A. Total Bond Principal:	\$500,000.00
B. Total Estimated Interest:	\$138,428.28
C. Total Estimated Debt Service:	\$638,428.28

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. 2022 State Valuation:	\$325,050,000.00
B. Limit Factor:	x 7.5%
C. Debt Limit:	\$24,378,750.00

Signed by: 
Eric W. Dyer, Treasurer

Article 14: Shall the Town vote to raise and appropriate \$164,575 for the Protection Department budget category for the following budget lines with any unexpended balances to carry forward from Fire Department Operations and Tower Sites into the capital reserve account?

Fire Department Operating	\$ 77,025
Ambulance Service	\$ 42,000
Tower Sites	\$ 4,550
Dispatching	\$ 40,000
Emergency Operations	\$ 1,000

Select Board recommends: Budget Committee recommends:

Article 15: Shall the Town vote to raise and appropriate \$19,500 for the Cemetery Materials & Services budget category, with any unexpended balances to carry forward?

Select Board recommends: Budget Committee recommends:

Article 16: Shall the Town vote to raise and appropriate \$489,650 for the Roads & Drainage budget category for the following budget lines with any unexpended balance to be carried forward for the Summer Roads budget?

Summer Road Maintenance	\$ 119,000
Winter Road Maintenance	\$ 370,650

Select Board recommends: *Budget Committee recommends:*

Article 17: Shall the Town vote to raise and appropriate **\$531,685** for the **Capital Improvements** budget category for the following budget lines with all accounts to be carried forward?

Technology Equipment	\$ 9,000
Fire Dept.	\$ 10,000
Gile Hall	\$ 20,000
Library Building	\$ 15,000
Open Space	\$ 50,000
Cemetery	\$ 10,000
Roads	\$ 350,000
Equipment	\$ 15,000
Equipment Leases	\$ 6,177
Transfer Station	\$ 46,508

Select Board recommends: *Budget Committee recommends:*

Article 18: Shall the Town vote to raise and appropriate **\$342,575** for the **Solid Waste** budget category with all accounts to be carried forward?

Select Board recommends: *Budget Committee recommends:*

Article 19: Shall the Town vote to raise and appropriate **\$50,613** for the **Regional Assessments** budget category for the following budget lines which the town is legally bound to pay?

Cobbossee Watershed	\$ 25,613
First Park	\$ 25,000

Select Board recommends: *Budget Committee recommends:*

Article 20: Shall the Town vote to raise and appropriate **\$319,743** for the **Kennebec County Tax** budget category which the town is legally bound to pay?

Select Board recommends: *Budget Committee recommends:*

Article 21: Shall the Town vote to raise and appropriate **\$236,946** for the **Debt Service** budget category for the following budget lines which the town are legally bound to pay?

2016 Fire Truck Bond	\$ 53,324
2018 Maranacook Lake Dam Bond	\$ 18,857
2020 Municipal Building Bond	\$ 45,978
2021 Municipal Building and Paving	\$ 30,530
2023 Municipal Bonds	\$ 88,257

Select Board recommends: *Budget Committee recommends:*

Article 22: Shall the Town vote to appropriate **\$10,000** for **Local Tax Relief** budget category, with any unexpended balances to be carried forward?

Select Board recommends: *Budget Committee recommends:*

Article 23: Shall the Town vote to raise and appropriate the requested amount of **\$1,000** for the **Kennebec Behavioral Health**?

Select Board recommends: *Budget Committee recommends:*

Article 24: Shall the Town vote to raise and appropriate the requested amount of **\$1,513** for the **Central Maine Agency on Aging/Cohen Center/Senior Spectrum**?

Select Board recommends: *Budget Committee recommends:*

Article 25: Shall the Town vote to raise and appropriate the requested amount of **\$1,250** for the **Family Violence Agency**?

Select Board recommends: *Budget Committee recommends:*

Article 26: Shall the Town vote to raise and appropriate the requested amount of \$2,362 for the Courtesy Boat Inspection Program, with \$1,575 for the Maranacook Lake Association and \$787 for the Torsey Pond Association?

Select Board recommends: *Budget Committee recommends:*

Article 27: Shall the Town vote to raise and appropriate the requested amount of \$910 for the Sexual Assault Agency?

Select Board recommends: *Budget Committee recommends:*

Article 28: Shall the Town vote to raise and appropriate the requested amount of \$2,500 for the 30 Mile River Association?

Select Board recommends: *Budget Committee recommends:*

Article 29: Shall the Town vote to raise and appropriate the requested amount of \$5,000 for continued restoration of the Readfield Union Meeting House?

Select Board recommends: *Budget Committee recommends:*

Article 30: Shall the Town vote to appropriate \$1,748 paid to the Town by the State (based on snowmobile registrations) for the Readfield Blizzard Busters Snowmobile Club to be used for trail creation and maintenance?

Select Board recommends: *Budget Committee recommends:*

Article 31: Shall the Town vote to raise and appropriate \$64,000 for the Unclassified budget category for the following budget lines with Readfield Enterprise Fund and Revaluation unexpended balance to carry forward?

Readfield Enterprise Fund	\$10,000
Real Estate Property Revaluation	\$ 4,000
Overdraft	\$ 5,000
Abatements	\$20,000

Select Board recommends: *Budget Committee recommends:*

Article 32: Shall the Town vote to raise and appropriate \$5,000 for the General Assistance budget category?

Select Board recommends: *Budget Committee recommends:*

Article 33: Shall the Town vote to authorize Expenditure of Revenues from Federal, State, and private grant sources for those purposes for which the grant is intended?

Select Board recommends: *Budget Committee recommends:*

Article 34: Shall the Town vote to accept the following Estimated Revenues to reduce the 2022 Tax Commitment?

State Revenue Sharing	\$ 300,000
Interest on Property Taxes	\$ 25,000
Interest on Investments	\$ 6,000
Veterans Exemption	\$ 2,500
Homestead Exempt. Reimbursement	\$ 192,088
Tree Growth Reimbursement	\$ 10,000
BETE Reimbursement	\$ 6,502
Boat Excise Taxes	\$ 8,500
Motor Vehicle Excise Taxes	\$ 650,000
Agent Fees	\$ 14,000
Public Notice Fees	\$ 500
Business License Fees	\$ 50

Certified Copy Fees	\$ 1,500
Other Income	\$ 5,000
Heating	\$ 2,500
Plumbing Fees	\$ 5,000
Land Use Permit Fees	\$ 6,000
Interlocal CEO/LPI	\$ 38,800
Dog License Fees	\$ 2,000
Rabies Clinic	\$ 500
Age Friendly	\$ 2,000
Library Revenue	\$ 3,475
Cable Television Fees	\$ 30,000
Beach Income	\$ 1,500
Recreation Income	\$ 11,800
Protection	\$ 3,200
Local Roads	\$ 36,000
Bond Proceeds	\$ 5,364,230
Grants	\$ 135,770
Transfer Station Capital	\$ 15,109
Transfer Station	\$ 228,389
First Park	\$ 25,000
Snowmobile (State reimb.)	\$ 1,748
Enterprise Fund	\$ 3,000
General Assistance (State reimb.)	\$ 2,500
Total	\$7,140,161

Select Board recommends: *Budget Committee recommends:*

Article 35: Shall the Town vote to appropriate the following **Designated Funds** to reduce the 2022 Tax Commitment?

Conservation	\$ 5,450
Local Tax Relief	\$ 10,000
Readfield Enterprise Fund	\$ 7,000
Roads Operating	\$ 50,000
Roads Capital	\$150,000
Transfer Station Capital	\$ 19,803
Trust Funds Cemetery Perpetual Care	\$ 6,000
Total	\$248,253

Select Board recommends: *Budget Committee recommends:*

Article 36: Shall the Town vote to authorize the Select Board to expend up to **\$25,000** from the **Unassigned Fund Balance** (General Fund), in the aggregate for one or more purposes as necessary to meet contingencies that may occur during the ensuing fiscal year?

Select Board recommends: *Budget Committee recommends:*

Article 37: Shall the Town vote to appropriate **\$275,000** from the **Unassigned Fund Balance** to reduce the total tax commitment?

Select Board recommends: *Budget Committee recommends:*

Article 38: Shall the Town authorize the installation of up to five new LED streetlights, and authorize any associated multi-year contracts or agreements with Central Maine Power?

Article 39: Shall an ordinance entitled 2022 Amendments to the Town of Readfield **Land Use Ordinance**, be enacted? (A copy of said Ordinance is attached to this Warrant.)

Article 40: Shall an ordinance entitled 2022 Amendments to the Town of Readfield **Board of Appeals Ordinance**, be enacted? (A copy of said Ordinance is attached to this Warrant.)

Voted & Approved on _____, 2022 by:

Dennis Price, Chair

Kathryn Mills Woodsum, Vice Chair

Carol Doorenbos

Ralph Eno

Sean Keegan

A true copy of the warrant,

Attest: _____

Kristin Parks, Town Clerk
Town of Readfield

**Summary List of Land Use Ordinance Revisions
Proposed by the Readfield Planning Board
March 2022**

- **Article 6 Section 3 – Site Review**
 - Reorganization and reformatting of the section and the addition of updated language for clarity and completeness.
 - New language clarifying that land use applications must meet site review criteria and all other applicable provisions of the LUO.
 - New language in Section 3(L) providing that in addition to the specific types of performance guarantees listed in the LUO, a developer may use others as determined by the Planning Board.

- **Article 6 Section 3(H) – Revisions to Approved Plans**

New language allowing a minor revision to a previously approved subdivision plan involving certain lot lines to be considered by the Planning Board without requiring the process for a new application.

- **Article 7 Section 6 – Space Standards and Dimensional Requirements**

New language in footnote 13 providing that the 5-foot setback reduction exception for accessory structures in the Village District does not apply to structures used as dwelling units.

- **Article 8 Section 6 – Sanitary and Water Quality Standards**

New provision requiring the inspection of subsurface wastewater disposal systems located in the Shoreland District at the time of transfer of ownership (consistent with Maine law at 38 M.R.S. § 4216)

- **Article 11 Section 2 – Definitions**

Addition of a reference in the definition of “dwelling unit” to “tiny homes” as defined in Maine law at 29-A M.R.S. § 101(80-C).

- **Rezoning of Map 106 Lot 2 from “Academic” to “Rural Residential”.**

ARTICLE 4

SECTION 7. EXPIRATION OF PERMIT

Following the issuance of a permit, if no substantial construction start is made, or use of the property is initiated for which such permit has been issued, within one year of the date of the permit, the permit lapses and becomes void. However, the permit may be renewed for one additional year if no material change in the proposed use or applicable Ordinance standards has occurred. However, for good cause shown, the Planning Board may determine that the applicant's permit may be amended to require compliance as determined by the Planning Board.

ARTICLE 6

SECTION 3. SITE REVIEW

B. Planning Board Site Review Procedure

1. All applications for site review shall follow the procedure outlined below:

- a. Site review application forms shall be obtained from the Town of Readfield.
- b. All site review applications shall be submitted to the Code Enforcement Officer. A dated receipt shall be issued to the applicant upon payment of the appropriate fee. An application file shall be established by the Code Enforcement Officer. All submissions and correspondence regarding the application shall be maintained in the file. One complete copy of the site review application and applicable submissions shall be submitted to the Code Enforcement Officer for review.
- c. Within 30 days of the receipt of the site review application, the Code Enforcement Officer shall make a preliminary determination whether the application is complete and notify the applicant in writing of his/her decision. If the application is not complete, the Code Enforcement Officer shall notify the applicant in writing of the specific material needed to complete the application.
- d. The application shall be considered complete when all the site review submission requirements are included or when the applicant files a written waiver request. See Waiver process below.
- e. The Code Enforcement Officer shall notify the Planning Board of the preliminary determination of completeness. The Planning Board shall schedule a meeting within 30 days after it has received notification from the Code Enforcement Officer of the receipt of a completed application.
- f. The applicant shall submit 11 copies of the complete application and applicable submissions to the Code Enforcement Officer at least 14 days prior to the next scheduled planning board meeting. The Code

Enforcement Officer shall mail or deliver one copy of the application to each Planning Board member at least 7 days prior to the planning board meeting.

g. A complete copy of the site review application and submissions shall be kept on file at the Town Office and shall be available for public review.

h. The Planning Board shall make a final determination of completeness and/or determine any requested waiver of submission requirements. If the application is not complete, the Planning Board shall notify the applicant of the items necessary to find the application complete. At this point, the Planning Board may either deny the application, table action on the application until it is complete or condition any next steps on the satisfactory submission of required information.

i. The Planning Board will schedule a public hearing on any application deemed complete or conditionally completed. Abutters and the general public shall be notified of the public hearing.

j. The Planning Board may vote to schedule an on-site inspection of the proposed project at any time. The Planning Board shall post the date, time and place of the site inspection at the Town Office.

k. The purpose of the site visit shall be for the Planning Board to obtain knowledge about the site and surrounding area. The Planning Board shall not render any decision concerning the application during the visit.

l. The Code Enforcement Officer shall publish a notice of the date, time, place, and purpose of the public hearing in a newspaper of general circulation in the Town at least 10 days prior to the public hearing.

m. The Code Enforcement Officer shall notify the applicant and all property abutters to the proposed site at least 10 days prior to the public hearing. The notice shall include the date, time, and place of the public hearing and a brief description of the proposal by first class mail and a Certificate of Mailing as proof of mailing shall be obtained from the postal clerk at the time of mailing and retained as a part of the official records of the application. Compliance with these requirements satisfies the municipal abutter notification requirements.

n. The Code Enforcement Officer shall notify the Town Clerk and the Planning Board of any neighboring towns if any portion of the application requires a site review that abuts or crosses the town boundary. If any application for a site review crosses the town boundary, the Planning Board shall follow the applicable procedure for conducting a joint meeting as contained in Title 30-A M.R.S.A., Sections 4401-4407.

o. The Planning Board may require the applicant to perform additional studies or hire a consultant to review portions of the entire site review application. The cost to perform additional studies or hire a consultant shall be borne by the applicant. The Planning Board may require the applicant to deposit with the Town the estimated cost of any consultant or additional study, which shall be placed in an escrow account. The town shall pay for the services rendered and reimburse the applicant, if funds remain after payments are completed. If necessary, the applicant shall place additional funds into the escrow account in order to meet expenses.

p. The planning board may extend the public hearing process beyond a single meeting for any good cause shown, such as the need for additional submissions, studies, availability of planning board members, the need to accommodate additional public input or the availability of the applicant.

r. If the additional application materials or studies are not submitted to the Planning Board within the additional prescribed time period, the Board may vote to deny the application, table the application process, or accept a request by the applicant to withdraw the application. The application

may be resubmitted to the Planning Board at a later date according to the requirements for a new application.

C. Decision Making

1. Within 60 days of the completion of the public hearing process, the Planning Board shall make a decision on the site review application. The Planning Board shall determine whether or not the proposed use meets the applicable review criteria herein and meets all other applicable provisions of the ordinance including any appendixes. The Planning Board may vote to approve the application, deny the application, or approve the application with conditions.

2. The Planning Board may approve the application with conditions when the Planning Board determines that the application has not met the review criteria, but that additional actions by the applicant shall be sufficient to meet them. The Planning Board may require such actions as conditions of approval. The conditions may set forth requirements in addition to those set forth in this Ordinance only when the Planning Board finds it necessary to further the purposes of this ordinance. All conditions approved by the Planning Board shall be listed. The Planning Board, on its own initiative or at the request of an applicant or interested party, shall provide the reasons for these conditions in the Planning Board's decision.

3. Within thirty (30) days of its decision, the Planning Board shall submit its written decision to the applicant. The Planning Board, on its own initiative or at the request of an applicant or interested party may make written finding of fact to support its decision. The Planning Board shall list any waivers approved by the Board in its decision and the reasons for such approval.

4. All decisions to approve an application shall be subject to the Standard Conditions of Approval, unless specifically exempted or deemed not applicable.

5. The written decision shall provide notice that any person aggrieved by this decision may appeal to the Readfield Board of Appeals within forty-five (45) days of the date of the decision. The date of the decision is the date upon which the Planning Board has taken its final vote on the application.

D. Vesting

The determination of the Planning Board that the application is complete shall be considered the initiation of the review process for the purposes of bringing the application under the protection of Title I M.R.S.A. Section 302.

E. Waivers

1. The Planning Board may vote to waive any of the submission requirements, review criteria and/or performance standards of this Ordinance, other than those set forth in Article 7, when it finds one of the following:

- a. One or more of the review criteria and/or ordinance performance standards are not applicable to the proposal due to the size of the project, circumstances of the site, design of the project, or unique features of the proposed use.
- b. The applicant has proposed an alternative design that meets or exceeds the requirements set forth in the ordinance performance standards.
- c. The Planning Board has on file or is otherwise in possession of sufficient documentation or evidence to support the requested waiver.

2. The Planning Board may only consider a waiver request when the applicant has submitted a written waiver request. The Planning Board shall review the waiver request and if it meets the criteria stated above shall approve the request and submit its decision to the applicant in writing. If the Planning Board finds that the waiver request

does not meet the criteria for a waiver, it shall deny the waiver and submit its decision in writing to the applicant.

The Planning Board shall require that the application be amended to include the items necessary to meet the submission requirements, review criteria and/or ordinance performance standards. The Planning Board may vote to suspend review of the application until such time that the applicant supplies all the necessary information. Failure to submit the additional information within the time specified by the Planning Board may require that a new application be submitted for review. In no case shall the Planning Board make a final decision on the application until the applicant supplies the additional information to the satisfaction of the Planning Board.

F. Site Review Submission Requirements:

- a. Copy of the portion of applicable tax map showing subject property and abutting properties.
- b. Names and addresses of all property abutters of the proposed development.
- c. Exact directions to the property from the Town Office, using a map if necessary.
- d. Map showing boundaries of all contiguous property under the control of the owner or applicant, regardless of whether all or part is being developed at this time.
- e. The tax map and lot number of the parcel or parcels.
- f. A copy of the deed to the property or other documentation to demonstrate right, title or interest in the property on the part of the applicant.
- g. The name, registration number and seal of the land surveyor, architect, engineer and/or similar professional who prepared any plan.
- h. Map showing the north bearing and lot dimensions of all property lines of the property to be developed and the source of this information.
- i. Site plan(s) illustrating the following: (Note: If the site plan is not drawn to scale, then specific distances identifying the relative locations of the following features must be shown on the plan.)
 - 1) The location and size of any existing and proposed sewer and water mains, culverts and drains that will serve the development whether on or off the property along with the direction of existing and proposed surface water drainage across the site.
 - 2) The location, names, and present and proposed widths of existing and proposed roads, driveways, streets, parking and loading areas, walkways and rights-of-way within or adjacent to the proposed development.
 - 3) The location and dimensions of all existing and proposed buildings and structures on the site.
 - 4) The location of intersecting roads or driveways within two hundred (200) feet of the site.
 - 5) The location of existing and proposed open drainage courses, wetlands, vernal pools¹, water bodies, streams, flood plains, stands of trees, vegetative cover type, and other important natural features, with a description of such features to be retained.

¹Vernal pools are temporary to semi-permanent pools occurring in shallow depressions that usually contain water for only part of the year, filling during the fall and winter as the water table rises and typically drying out by mid to late summer. Significant Vernal Pool habitat is protected by law under the Natural Resource Protection Act, 38 MRSA, Section 480

- 6) The location and dimensions of any existing and proposed easements.
- 7) The location and dimensions of all existing and proposed provisions for water supply and wastewater disposal systems, including a design copy or letter of soils suitability for any proposed new or replacement wastewater disposal systems.
- 8) The location and dimensions of all existing and proposed signs.
- 9) For any project which shall result in a change to exterior lighting, the location, height, and type of existing and proposed exterior lighting and, for commercial, industrial and institutional projects, the foot-candle intensities of proposed lighting projecting on abutting properties.
- 10) The proposed landscaping and buffers/screening.
- 11) The location and amount of any earth moving.

12) A copy of all existing or proposed covenants or deed restrictions associated with the subject property.

j. A copy of any applicable Federal, State or Town applications or permits which have been issued.

k. A narrative describing how the proposal meets all of the Planning Board's Review Criteria.

l. Evidence of receipt of application fee, payable to the Town of Readfield.

m. A schedule of construction, including anticipated beginning and completion dates.

n. A stormwater drainage and erosion and control plan in compliance with Article 8, Sections 10 and 11.

o. A description of the traffic movement to be generated by the development including types, peak hour and average daily vehicle trips, travel routes, and duration of traffic movement both during and following construction. A full traffic impact study shall be required under the conditions set forth in Article 8, Section 18.H, and shall include the components described therein.

p. An assessment of the solid or hazardous wastes to be generated by the proposed activity and a plan for its handling and disposal, along with evidence of disposal arrangements.

q. The Planning Board may require existing and proposed topography of the site to be mapped at ten (10) foot

contour intervals, or such other intervals as the Planning Board may determine necessary for review.

r. A copy of any required dimensional calculations applicable to the standards being reviewed, for example, square footage of structures, percent of lot coverage, etc.

s. Elevation drawings for new commercial, industrial, and institutional buildings.

t. Any additional information relevant to the project, for example, photographs, Cobbossee Watershed District

recommendations, etc.

G. Review Criteria

The applicant shall demonstrate that the proposed use to the maximum extent possible meets both the review criteria listed below and meets all other applicable provisions of this ordinance, including, but not limited to, applicable performance requirements and standards (Article 8), road standards (Article 10) and applicable appendices. The Planning Board shall approve the application unless it makes written findings that one or more of the ordinance requirements have not been met:

H. Revisions to Approved Plans

1. An application for a revision to a previously approved plan, including a subdivision plan, shall be submitted to the Code Enforcement Officer at least 14 days prior to a scheduled meeting of the Planning Board. The Code Enforcement Officer with the approval of the Planning Board shall place the application revision on the Planning Board's agenda. The procedure for a new application shall be followed if the revision involves:
 - a. an expansion of a building, structure, or developed area is greater than 5% in area or volume from the original plan;
 - b. modifications to any condition imposed by the Planning Board;
 - c. the addition of units;
 - d. the addition of new lots;
 - e. a resubdivision involving 2 or more lots, except for the reallocation of lot lines among 3 or fewer lots when the Planning Board determines that such reallocation will not result in the creation of additional lots or adverse impacts on the subject or adjacent properties.;

I. Application Procedure for Site Review

1. All applications for site review shall follow the procedure outlined below:

a. Site review application forms shall be obtained from the Town of Readfield.

L. Performance Guarantees

1. Improvements Guarantee. Performance Guarantees shall be tendered for all improvements required by the Planning Board, including the construction of the streets (the "required improvements").

2. Types of Guarantees. As required by the Planning Board, the developer shall provide a Performance Guarantee, that may be one of the following listed Performance Guarantees, or such other Performance Guarantee as determined by the Planning Board, and be in an amount adequate to cover the total construction costs of all required improvements and/or the costs of removing such improvements:

Article 7

Footnote

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. This exception does not apply to accessory structures to be used as dwelling units.

Article 8, Section 6(E)

E. Septic Inspections Required at Time of Title Transfer of Property Located in the Shoreland District.

1. Prior to the title transfer of ownership of a lot or parcel located in the Shoreland District containing a Subsurface Wastewater Disposal (SSWD) system or a structure connected to a SSWD system, a person certified by the state shall be hired, not at public expense, to inspect the SSWD system. If the inspection finds that the SSWD system is malfunctioning, the system must be repaired or replaced within one year after transfer and a structure connected to the SSWD system shall not be occupied until the system has been brought into conformance with the Rules. A full copy of the inspection results required or a statement of exception(s) claimed, is required and shall be provided to the Town Code Enforcement Officer prior to transfer closing. The indications of a malfunctioning system are those specified in "system, malfunctioning" as provided in the definition section of 10-144, Chapter 241, the State of Maine Subsurface Wastewater Disposal Rules (Rules).

2. The following are the only exceptions allowed to the requirements of this paragraph:

a. When a SSWD system has been installed pursuant to rules adopted under Title 22 M.R.S. section 42, and Title 30-A M.R.S. subsection 4211, within 3 years prior to the date of the transfer of property title.

b. When the current property owner provides to the purchaser and to the Code Enforcement Officer (CEO) a written report from a person certified by the state to inspect the SSWD that was performed within 3 years prior to the date of transfer that certifies that the system was not found to be malfunctioning.

c. When weather conditions preclude an inspection of the SSWD by a person certified by the state prior to the date of transfer, then an inspection is to be performed within 9 months of the exception granted date of transfer. If the inspection finds the system to be malfunctioning, the system must be replaced or repaired.

d. When the person acquiring title to the lot containing an SSWD system or a structure connected to a SSWD certifies to the Town Code Enforcement Officer (CEO) that the system will be replaced with one installed pursuant to Title 22 M.R.S. section 42, and Title 30-A M.R.S. subsection 4211, within one year from the date of transfer.

3. The present title holder may not transfer, sell or offer to transfer or sell any lot containing a SSWD system or structure connected to the SSWD system without advising the prospective new title holder of the requirements of this article.

4. Any person who violates this subsection is subject to the civil penalties provision of Article 2(D), except that the minimum penalty for such violation is \$500.

5. In this section the term, "Transfer" shall include the following: any transfer of ownership whether by sale, gift, devise, transfer to an entity, and inheritance, including transfers to a trust or estate for which the current owner is the beneficiary.

E. ~~Septic Inspections Required at Time of Title Transfer of Property Located in the Shoreland District.~~

~~1. Prior to the title transfer of ownership of a lot or parcel located in the Shoreland District containing a Subsurface Wastewater Disposal (SSWD) system or a structure connected to a SSWD system, a person certified by the state shall be hired, not at public expense, to inspect the SSWD system. If the inspection finds that the SSWD system is malfunctioning, the system must be repaired or replaced within one year after transfer and a structure connected to the SSWD system shall not be occupied until the system has been brought into conformance with the Rules. A full copy of the inspection results required or a statement of exception(s) claimed, is required and shall be provided to the Town Code Enforcement Officer prior to transfer closing. If the person certified by the state determines that a SSWD system is malfunctioning, the indications of a malfunctioning system are those specified in "system, malfunctioning" as provided in the definition section of 10-144, Chapter 241, the State of Maine Subsurface Wastewater Disposal Rules (Rules).~~

~~2. The following are the only exceptions allowed to the requirements of this paragraph:~~

~~a. When a SSWD system has been installed pursuant to rules adopted under Title 22 M.R.S. section 42, and Title 30-A M.R.S. subsection 4211, within 3 years prior to the date of the transfer of property title.~~

~~b. When the current property owner provides to the purchaser and to Code Enforcement Officer (CEO) a written report from a person certified by the state to inspect the SSWD that was~~

~~performed within 3 years prior to the date of transfer that certifies that the system was not found to be malfunctioning.~~

~~—c. When weather conditions preclude an inspection of the SSWD by a person certified by the state prior to the date of transfer, but an inspection is to be performed within 9 months after the date of transfer. If the inspection finds the system to be malfunctioning, the system must be replaced or repaired.~~

~~d. When the person acquiring title to the lot containing an SSWD system or a structure connected to a SSWD certifies to the Town Code Enforcement Officer (CEO) that the system will be replaced with one installed pursuant to Title 22 M.R.S. section 42, and Title 30-A M.R.S. subsection 4211, within one year from the date of transfer.~~

~~3. The present title holder may not transfer, sell or offer to transfer or sell any lot containing a SSWD system or structure connected to the SSWD system without advising the prospective new title holder of the requirements of this article.~~

~~4. Any person who violates this subsection is subject to the civil penalties provision of Article 2(D), except that the minimum penalty for such violation is \$500.~~

~~5. In this section the term, "Transfer" shall include the following: any transfer of ownership whether by sale, gift, devise, transfer to an entity, and inheritance, including transfers to a trust or estate for which the current owner is the beneficiary.~~

Article 11

Dwelling Unit: Any building or structure or portion thereof designed, used, or intended for occupancy as separate living quarters, permanent or temporary in nature, used or proposed to be used as separate living quarters seasonally or throughout the year. Separate living quarters are those in which the occupants live separately from any other individuals in the building and which have a direct access from the outside of the building or through a common hall. A building or structure providing temporary accommodations such as a bunkhouse, as defined, shall not constitute a dwelling, but shall be counted as a bedroom as defined in the Maine State Plumbing Codes. The term shall include mobile homes and Tiny Houses, counted as 2 bedrooms as defined in the Maine State Plumbing Codes and as defined in Maine law at 29-A M.R.S. § 101(80-C), but shall not include travel trailers or other recreational vehicles.

**2022 Amendments to the Board of
Appeals Ordinance
Of the
Town of Readfield, Maine**

ENACTED: _____

CERTIFIED BY: _____

Signature

CERTIFIED BY: _____

Printed Name

Title

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

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1. GENERAL PROVISIONS:

- A. This Ordinance shall be known and may be cited as the "Board of Appeals Ordinance" and will be referred to herein as this Ordinance.
- B. The purpose of this Ordinance is to reauthorize the Board of Appeals, define its authority and responsibilities, establish its organizational characteristics and set forth procedures for the conduct of its business. The Board of Appeals will be referred to herein as the Board.
- C. It shall be the responsibility of the Board to become familiar with all the duly enacted ordinances of the town which it may be expected to act upon, including but not limited to those referenced in Section 6 of this Ordinance, as well as with the applicable state statutes as enumerated below in section 7. Powers and Limitations.
- D. It shall be the responsibility of the Board to become familiar with the Comprehensive Plan.

2. ESTABLISHMENT

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

3. APPOINTMENTS

- A. Unless otherwise specified in this section the filling of vacancies, appointments, and reappointments to the Board shall be consistent with the Town of Readfield Procedures for Appointment and Reappointment.
- B. The Board shall consist of seven (7) members appointed by the Select Board of the Town of Readfield for three-year staggered terms. At the effective date of this ordinance, the current Board shall be reestablished and current members shall continue to serve until each term expires.
- C. Neither a Select Board member nor his or her spouse or domestic partner may be a member of the Board.
- D. Any member of the Board may be removed from the Board for cause by the Select Board before expiration of his/her term at a duly noticed hearing.

4. OFFICERS AND DUTIES

- A. The officers of the Board shall consist of a Chairperson, Vice Chairperson and Secretary, from its membership who shall be elected annually by a majority of the Board.

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

5. CONFLICT OF INTEREST

- A. Any question of whether a particular issue involves a conflict of interest sufficient to disqualify a member from voting thereon shall be decided by a majority vote of the members, except the member whose potential conflict is under consideration.
- B. The term conflict of interest shall be as defined in the Town of Readfield Conflict of Interest and Recall Process Ordinance.

6. STANDARD OF REVIEW

- A. All appeals from a decision, determination, or requirement of the Code Enforcement Officer shall be conducted "de novo." The Board shall conduct a fact-finding hearing at which it may receive and consider evidence and testimony and oral or written argument in addition to the record of the action taken by the Code Enforcement Officer and, based on all the evidence presented to the Board, shall decide whether the action of the Code Enforcement Officer constituted an error of law, misinterpretation of the Land Use

Ordinance, or misapplication of the law to the facts.

- B. Appeals from decisions of the Planning Board shall be strictly “appellate” proceedings. Such review is limited to the record of the proceedings before the Planning Board, and the Board shall not receive or consider any evidence which was not presented to the Planning Board, but the Board may receive and consider oral and written argument. If the Board determines that the record of the Planning Board proceedings is not adequate, the Board may remand the matter to the Planning Board for additional fact finding. The Board shall not substitute its judgment for that of the Planning Board on questions of fact.

7. POWERS AND LIMITATIONS

- A. Upon receipt of a written appeal by an aggrieved party, the Board shall have the power to hear and determine all appeals by any person directly or indirectly affected by any decision, with respect to any license, permit, waiver, variance, or other required approval, or any application therefore, including the grant, conditional grant, denial, suspension, or revocation of any such license, permit, waiver, variance or other approval (hereinafter a “Decision”)

- 1. rendered by the Code Enforcement Officer or the Planning Board pursuant to the Land Use Ordinance, which shall include any ordinances relating to land use adopted by reference as a part of the Land Use Ordinance;
- 2. rendered by the Select Board Pursuant to the Mass Gathering Ordinance;
- 3. rendered by the Select Board pursuant to any Special Amusement Ordinance or 28-A M.R.S.A. §1054 (relating to the issuance of special permits for music, dancing or entertainment).

B. Variance Applications

- 1. Following written denial of an application by the Code Enforcement Officer or Planning Board, Thethe Board of Appeals shall hear and decide specific cases where a relaxation of terms of the Land Use Ordinance would not be contrary to the public interest, and where, owing to conditions peculiar to the property and not to the neighborhood locale, and to conditions not the result of actions of the applicant or any predecessor in title, strict application of the Land Use Ordinance to the applicant and the applicant’s property would result in undue hardship. For purposes of this subsection “undue hardship” means:
 - a. That the land in question cannot yield a reasonable return unless a variance is granted; and
 - b. That the need for a variance is due to the unique circumstances of the property and not to the general conditions of the neighborhood; and

- c. That the granting of a variance will not alter the essential character of the locality;
and
 - d. That the hardship is not the result of action taken by the applicant or a prior owner.
2. A financial hardship shall not constitute grounds for granting a variance.
 3. Convenience to the applicant shall not constitute grounds for granting a variance. Further, applicants shall demonstrate that no other feasible alternative to his/her proposal is available.
 4. As used in the Land Use Ordinance, a variance is authorized only for height, setback, lot area, or dimensional requirements. Establishment or expansion of uses otherwise prohibited shall not be allowed by variance, nor shall a variance be granted because of the presence of nonconformities in the land use district or uses in adjoining land use districts.
 5. The Board shall limit any variances granted as strictly as possible in order to ensure conformance with the purposes and provisions of the Land Use Ordinance to the greatest extent possible, and in doing so may impose such conditions to a variance as it deems necessary. The owner of record shall comply with any conditions imposed.
 6. A copy of each variance request involving property within the Shoreland Districts, including the application and all supporting information supplied by the applicant, shall be forwarded by the municipal officials to the Commissioner of the Department of Environmental Protection at least twenty (20) days prior to action by the Board. Any comments received from the Commissioner prior to the action by the Board shall be made part of the record and shall be taken into consideration by the Board.
 7. Any variance shall expire unless following issuance of same, there is compliance with Article 4, Section 7 of the Land Use Ordinance.

C. Disability Variance for a Building

1. Following written denial of an application by the Code Enforcement Officer or Planning Board, The Board may grant a variance to an owner of a dwelling unit for the purpose of allowing equipment and structures necessary to make the dwelling on that property accessible to any person with a disability who regularly uses such dwelling.
2. The Board shall restrict any variance granted under this subsection solely to the installation of equipment or the construction of structures necessary for access to or egress from the dwelling by persons with disabilities who regularly use such dwelling unit.

3. The Board may impose conditions on the variance, including limiting the variance to the duration of the disability or to the time that the person with the disability lives in or regularly uses the dwelling.

D. Setback Variance for Single-Family Dwellings

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

8. MEETINGS

- A. The regular meeting of the Board shall be held once every other month or as necessary.
- B. The annual organization meeting of the Board shall be the first regular meeting of the fiscal year.
- C. Special meetings of the Board may be called by the Chairperson. At least seventy-two (72) hours written notice of the time, place, and business of the meeting shall be given to each member of the Board, the Select Board, the Planning Board, and the Code Enforcement Officer.

- D. The Chairperson shall call a special meeting within ten (10) days of receipt of a written request from any four (4) members of the Board; which request shall specify the matters to be considered at such special meeting.
- E. The order of business at regular meetings of the Board shall be as follows: (A) roll call; (B) reading and approval of the minutes of the preceding meeting; (C) action on held cases; (D) public hearing (when scheduled); (E) other business; (F) adjournment.
- F. All meetings of the Board shall be open to the public, except executive sessions. No votes may be taken by the Board except in public meeting.

9. VOTING

- A. A quorum shall consist of four (4) members of the Board physically present at the meeting.
- B. No hearing or meeting of the Board shall be held, nor any action taken, in the absence of a quorum; however, those members present shall be entitled to request the chairperson to call a special meeting for a subsequent date.
- C. All matters shall be decided by a roll call vote. Decisions on any matter before the Board shall require the affirmative vote of at least four (4) members of the Board unless otherwise specified herein.
- D. A tie vote or favorable vote by a lesser number than the required majority shall be considered a rejection of the application under consideration.
- E. If a member has a conflict of interest, said member shall not be counted by the Board in establishing the quorum for such matter.
- F. No member shall vote on the determination of any matter requiring a public hearing unless he or she has attended the public hearing thereon; except that such a member who has familiarized himself or herself with such matter by reading the record shall be qualified to vote.

10. TIME LIMIT

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

11. SUBMITTALS

- A. Appeals shall be made by filing with the Board a written notice which includes:

1. A concise written statement indicating what relief is requested and why it should be granted.
2. A sketch drawn to scale showing lot lines, location of existing buildings and structures, and other physical features of the lot pertinent to the relief requested.
3. Any additional documents that the applicant believes are pertinent to the appeal.

B. Each application for appeal shall be accompanied by the appropriate fees as established from time to time by the Select Board. In addition to the application fee, the appellant shall be required to pay any mailing and public notice fees associated with the processing of the appeal.

12. RECORD OF CASE

Upon being notified of an appeal, the Code Enforcement Officer, or Town Clerk in the case of appeal of a decision of the Select Board under the Mass Gathering Ordinance, or a Special Amusement Ordinance, or 28-A M.R.S.A. §1054 (relating to the issuance of special permits for music, dancing or entertainment), shall transmit to the Board copies of all of the papers constituting the record of the decision being appealed.

13. HEARINGS

- A. The Board shall schedule the date and time of a public hearing on all appeals applications within thirty (30) days of the filing of a complete appeal application, and shall initiate said hearing within sixty (60) days of the filing of a complete appeal application.
- B. The Board shall cause notice of the date, time, and place of such hearing, the location of the building or lot, and the general nature of the question involved to be given to the person making the application and to be published in a newspaper of general circulation in the municipality at least ten (10) days prior to the hearing. The Board shall also cause notice of the hearing to be given to the Select Board, the Planning Board, the Code Enforcement Officer, and by first-class mail to the owners of property abutting that for which the appeal is taken at least ten (10) days prior to the date of the hearing. A Certificate of Mailing shall be obtained from the postal clerk at the time of mailing and shall be retained as a part of the official records of the appeal.
- C. The Board shall provide as a matter of policy for exclusion of irrelevant, immaterial, or unduly repetitious evidence.
- D. The order of business at a public hearing shall be as follows, unless the Board votes to modify the order:

1. The Presiding Officer shall open the hearing by describing in general terms the purpose of the hearing and the general procedure governing its conduct.
2. The appellant (in the case of an appeal) or the applicant (in the case of a variance request) shall present its affirmative case, including any exhibits or testimony in the event of a de novo proceeding.
3. Members of the Board may direct questions to the appellant/applicant or to any of its witnesses.
4. Persons owning land adjacent to the appellant/applicant (hereinafter referred to as "abutters") and any other persons who can establish that they might be adversely affected by the outcome of the appeal/application may make presentations.
5. Members of the Board may question abutters and any other persons who are permitted to make presentations.
6. The appellant/applicant may present evidence and/or argument in rebuttal to presentations made by others.
7. The Presiding Officer shall declare the hearing closed and the Board will begin its deliberations.

14. DECISIONS

- A. The Board shall render a final decision on an appeal/application by public vote taken no later than ~~twenty-one~~ (1021) days after the close of the hearing.
- B. The Board, in reaching said decision, shall be guided by standards specified in the applicable state laws, local ordinances, policies specified in the Comprehensive Plan, and by findings of fact by the Board in each case.
- C. The Board's final decision on any matter shall be confirmed by written decision signed by the Chairperson, which written decision shall include reference to the reconsideration process and the right to appeal to Superior Court. The transcript of testimony, if any, and exhibits, together with all papers and requests filed in the proceedings, shall constitute the record. All decisions shall become a part of the record and shall include a statement of findings and conclusions, as well as the reasons or basis and the appropriate order, relief, or denial thereof.
- D. The appellant or applicant shall have the burden of proof.
- E. In reviewing an application on any matter, the standards in any applicable local ordinance or statute shall take precedence over the standards of these rules whenever a conflict occurs. In all other instances, the more restrictive rule shall apply.

- F. Notice of written decision shall be sent by ~~certified electronic mail~~, or registered mail, or hand delivered to the applicant, his representative or agent, the Planning Board, the Code Enforcement Officer, and the Select Board within seven (7) days of the decision. For decisions regarding development in shoreland districts, the Board shall send such written decisions to the Department of Environmental Protection within seven (7) days of the Board's decision.
- G. Decisions of the Board shall be immediately filed in the office of the Town Clerk and shall become a part of the appropriate record. In instances where the Board remands a case to the Planning Board or Code Enforcement Officer, such decisions shall include an appropriate order. The date of filing of each decision shall be entered in the official records and minutes of the Appeals Board.
- H. Any order or decision of the Board for a permitted use shall expire if the permit is not acted upon within the timeframe specified for the permit, not including time required for the appeals process.

15. RECONSIDERATIONS

- A. Upon its own motion, or upon the written request by any party, the Board, for good cause, may vote to reconsider its decision. Any motion or request to reconsider must be made within ten (10) days of the decision of the Board.
- B. The Board may then decide to either: 1) deny the request for reconsideration; or 2) to reopen the proceedings in order to reconsider its earlier decision and, in doing so, may conduct further hearings and receive additional evidence and testimony. If the Board decides to reopen the earlier decision, the Board must notify all interested parties. The Board may limit the scope of any reconsideration.
- C. The Board's decision to either deny the request for reconsideration or to reopen the proceedings for reconsideration shall be made within fourteen (14) days of the motion or request to reconsider.
- D. If the Board decides to reconsider its decision and reopen the proceedings, then the Board shall issue a final decision within forty-five (45) days of the vote on the original decision.
- E. Reconsideration should be for one of the following reasons:
 - 1. The record contains significant factual errors due to fraud or mistake, regarding facts upon which the decision was based; or
 - 2. The Board misinterpreted the ordinance, followed improper procedures, or acted beyond its jurisdiction.

16. RECORDING OF VARIANCES

The applicant shall record the variance at the Registry of Deeds within ninety (90) days of the date of the final written approval of the variance as per Title 30-A, M.R.S.A. Section 4406

17. APPEAL TO SUPERIOR COURT

A. An appeal of the decision of the Board may be taken, within forty-five (45) days after the vote of the Board, by any party to Superior Court in accordance with Rule 80B of the Maine Rules of Civil Procedure.

1. In the event of an appeal to the Superior Court from the Board review of a Code Enforcement Officer decision, the decision of the Board shall be the operative decision for judicial review.
2. In the event of an appeal to the Superior Court from Board review of a Planning Board decision, the decision of the Planning Board shall be the operative decision for judicial review.

18. CONFLICTS WITH OTHER ORDINANCES

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

19. SEVERABILITY

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

20. ABROGATION

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

NEW BUSINESS



Readfield Select Board

March 28, 2022

Item # 22-111

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

February 25, 2022

Town of Readfield
Attn: Eric Dyer, Town Manager
8 Old Kents Hill Road
Readfield, Maine 04355

RE: 2022 Bond Anticipation Note

Dear Mr. Dyer:

In response to your request for a Bond Anticipation Note (BAN) for the Town of Readfield totaling up to \$2,500,000 to fund costs associated with Broadband infrastructure, we are pleased to offer the following bid for the Town's consideration.

For either the "Lump Sum" or "As Needed" borrowing of up to Two Million Five Hundred Thousand Dollars (\$2,500,000) we offer a fixed, TAXABLE rate of **2.87% per annum**. We understand that permanent financing for this project will be provided by the Maine Municipal Bond Bank's General Resolution Bond Program, in particular its fall 2022 offering. To meet that timeframe as well as to allow for authorization at your annual Town Meeting, we propose closing June 28, 2022 and having this note mature November 10, 2022.

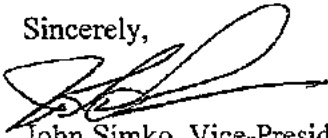
Interest will be calculated on an actual / 365 day basis on the Note, which will be issued without prepayment penalty. We have provided the interest expense associated with our bid using this accrual method and assuming that the full Note amount is advanced and remains outstanding for the selected term.

There are no additional bank fees, premiums, or other charges associated with this borrowing proposal. Our bid proposal is predicated upon receipt of an unqualified legal opinion from bond counsel acceptable to the bank. This opinion will attest to the validity of the borrowing under existing tax laws. We understand the Town's designated bond counsel for this transaction will provide the legal opinion, the related note documents, and carry out all legal work for this temporary borrowing, and that the cost of these services will be borne by the Town of Readfield. We will be pleased to work with the Town's bond counsel to assist in closing this BAN in a timely manner.

Our bid is subject to change if not formally accepted by the close of business on Friday, April 1, 2022, and is further subject to withdrawal if there is discovered prior to disbursement any material adverse information pertaining to the Town's financial affairs.

On behalf of Androscoggin Bank, I would like to thank you for providing us with the opportunity to submit a proposal for this interim financing for these capital improvements for the Town of Readfield. We look forward to continuing the positive working relationship we enjoy with you and your fellow Town officials. If we can be of further assistance to the Town in any facet of its financial activities, please do not hesitate to contact me.

Sincerely,



John Simko, Vice-President
Government Finance

Enclosure

CC Bonnie Martinolich, Esq.

ACKNOWLEDGEMENT / AWARD: (Please sign and return via email).

This BAN proposal is accepted and this borrowing is awarded to Androscoggin Bank.

Name & Title

Date: _____

Note Model Statement

Date Quoted:	Mar 18, 2022
Product:	Product Not Defined
Interest Method:	[1] 365/365 Payments P&I
Note Date:	Jun 28, 2022
Maturity Date:	Nov 10, 2022
Principal Advance:	\$0.00
Expenses Financed:	\$2,500,000.00
Amount Financed:	\$2,500,000.00
Finance Charge:	\$26,537.67
APR:	2.870000%
Total Principal:	\$2,500,000.00
Total Interest:	\$26,537.67
Total of Payments:	\$2,526,537.67

Payment Schedule

Description	Date	Frequency	Number	Amount
Regular Payment	Nov 10, 2022	One Time	1	\$2,526,537.67

Amortization Schedule						
Date	Description	Total Payment	P&I Payment	Principal Payment	Interest Payment	Principal Balance
Jun 28, 2022	Beginning Balance, Expenses					2,500,000.00
Ⓜ Nov 10, 2022	Regular Payment	2,526,537.67	2,526,537.67	2,500,000.00	26,537.67	
Ⓜ	2022 Totals	2,526,537.67	2,526,537.67	2,500,000.00	26,537.67	
Ⓜ	Grand Total	2,526,537.67	2,526,537.67	2,500,000.00	26,537.67	



February 25, 2022

Town of Readfield
Attn: Eric Dyer, Town Manager
8 Old Kents Hill Road
Readfield, Maine 04355

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Interest will be calculated on an actual / 365 day basis on the Note, which will be issued without prepayment penalty. We have provided the interest expense associated with our bid using this accrual method and assuming that the full Note amount is advanced and remains outstanding for the selected term.

There are no additional bank fees, premiums, or other charges associated with this borrowing proposal. Our bid proposal is predicated upon receipt of an unqualified legal opinion from bond counsel acceptable to the bank. This opinion will attest to the validity and non-arbitrage nature of the borrowing, and further will designate the note as a "bank qualified / tax-exempt obligation" under existing tax laws. We understand the Town's designated bond counsel for this transaction will provide the legal opinion, the related note documents, and carry out all legal work for this temporary borrowing, and that the cost of these services will be borne by the Town of Readfield. We will be pleased to work with the Town's bond counsel to assist in closing this BAN in a timely manner.

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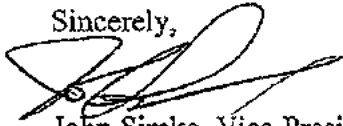
PO Box 1407, Lewiston, ME 04243

1.800.966.9172
androscogginbank.com



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John Simko, Vice-President
Government Finance

Enclosure

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Name & Title

Date: _____

Note Model Statement

Date Quoted: Mar 18, 2022
 Product: Product Not Defined
 Interest Method: [1] 365/365 Payments P&I

Note Date: Jun 28, 2022
 Maturity Date: Nov 10, 2022

Principal Advance: \$0.00

Expenses Financed: \$2,500,000.00

Amount Financed: \$2,500,000.00
 Finance Charge: \$17,291.09
 APR: 1.870000%

Total Principal: \$2,500,000.00
 Total Interest: \$17,291.09
 Total of Payments: \$2,517,291.09

Payment Schedule

Description	Date	Frequency	Number	Amount
Regular Payment	Nov 10, 2022	One Time	1	\$2,517,291.09

Amortization Schedule

Date	Description	Total Payment	P&I Payment	Principal Payment	Interest Payment	Principal Balance
Jun 28, 2022	Beginning Balance, Expenses					2,500,000.00
Ⓢ Nov 10, 2022	Regular Payment	2,517,291.09	2,517,291.09	2,500,000.00	17,291.09	
Ⓢ	2022 Totals	2,517,291.09	2,517,291.09	2,500,000.00	17,291.09	
Ⓢ	Grand Total	2,517,291.09	2,517,291.09	2,500,000.00	17,291.09	

Eric Dyer

From: Dani Campbell <d.designs.me@gmail.com>
Sent: Tuesday, March 22, 2022 3:19 PM
To: Kathryn Woodsum
Cc: Eric Dyer
Subject: Re: Website update/design work needed for Town of Readfield/WKLCBA

Hi Kathryn,

Thanks so much for reaching out, I'm glad things are moving forward for you guys.

I'm happy to help with this project, and it seems pretty straightforward. My rate is \$75/hr, and I think hourly would work well for this project since it's hard to quote things without knowing exactly what direction the other towns are moving in. The timeline is also very realistic, and on my end I see absolutely no problems as long as the towns can decide on a mutual or separate direction forward relatively soon. It won't take much time to modify the WKLCBA website, or create a new one, if you already have the content put together.

Should we set up a time to chat through things more?

Thanks again,
Dani

On Tue, Mar 22, 2022 at 3:01 PM Kathryn Woodsum <kwoodsum@readfieldmaine.org> wrote:

Greetings. My name is Kathryn and I am the Vice-Chair of the Readfield Select Board. One of my tasks is working on our broadband project and being part of the WKLCBA. I spoke with Joe McLean a week ago and found that you were on vacation, but also working with him on a project. We were glad to know you are still around and doing this work. Eric, our Town Manager, was very impressed your your work for the WKLCBA site and asked that I contact you regarding some work we need.

As you may know, the WKLCBA disbanded as we had met our goals and each town appeared to be headed off in their own direction. We took the website down from public view at that time. As so often happens, plans have changed for folks and it now looks like three towns, and maybe all 6 towns, will be going with Axiom Technologies to build fiber networks in each town. At present, Leeds is the farthest along, with Readfield falling next in line in terms of progress.

We have decided to have a separate website that can be linked to from our Town website for our fiber project. The Town website doesn't offer enough 'bells and whistles' to project what we desire. We like what you did on the WKLCBA website and would like to hire you to work with us. Below are a few of our thoughts and wishes.

- Eric has asked the other towns from the WKCBA if they would let us further develop that site, and maybe we all can use it again if we all end up with Axiom. This is our preferred starting point. The idea would be to keep the 'Common' pages pretty much as they are and to expand the Readfield pages.
- If that is not going to work then we would need to design a site very similar.
- We have almost everything written for the pages; in fact I made pages on the Town Website with everything on them that we want. Except they don't look appealing and that is what we are after. I can share those with you and will be the main contact point for working on the design and navigation.
- We need to have this ready by May 16th when our absentee ballots become available. If that is not possible, then June 1st is our drop-dead date.

Hopefully we can use the WKCBA site and just add to it, and with the copy ready for you maybe you would be able to take on this job. Would you please let me know what you think of this request? If it is easier, you can reach me via phone at 441-2712. I'd love to speak with you.

Cheers, Kathryn

Kathryn Mills Woodsum
Readfield Select Board, Vice-Chair
SWRC Chair
Broadband Committee



MAIN-LAND

DEVELOPMENT
CONSULTANTS, INC.

ENGINEERS, SURVEYORS, SCIENTISTS

P.O. BOX Q LIVERMORE FALLS, ME 04254
TEL: (207) 897-6752/FAX: (207) 897-5404
WWW.MAIN-LANDDCI.COM

March 11, 2022

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

SUBJECT: Agreement for Professional Services
Ridge Road & Nickerson Hill Road Intersection Realignment

Dear Eric,

Main-Land appreciates its long-standing relationship with the Town of Readfield and is excited to continue to offer high value in the service of Town improvements. Therefore, as requested, we are pleased to produce this proposed Agreement for your consideration.

PARTIES:

The Parties to this Agreement shall be Main-Land Development Consultants, Inc. and Town of Readfield:

Client:

Town of Readfield (hereinafter called Client)

Contact: Eric Dyer, Town Manager
Address: 8 Old Kents Hill Road
Readfield, ME 04355
Tel: 207.685.4939
Email: manager@readfieldmaine.org

Consultant:

Main-Land Development Consultants, Inc. (hereinafter called Main-Land)

Contact: Robert (Bob) Berry III, P.E. Owner/President
Richard (Rick) Dunton, P.E. Director of Engineering
Address: PO Box Q
Livermore Falls, ME 04254
Tel: (207)-897-6752
Fax: (207)-897-5404
Email: rick@main-landdci.com

A change to the Parties might cause a change to scope and cost.

PROJECT SITE:

The project site is located at the intersection of Ridge Road and Nickerson Hill Road in Readfield, Maine. It is anticipated that the project site will encompass approximately 200 linear feet of each road.

PROJECT GOALS:

Main-Land understands that you intend to realign the intersection to rectify an encroachment on an abutting private property.

Main-Land understands that the project will include overhead power and communications line realignment.

Main-Land understands there is no public water, sewer, or gas in the vicinity of the reconstruction.

Main-Land understands that there is a fire dry hydrant in the vicinity of the project and assumes that the project will not impact the hydrant.

SCOPE OF SERVICES:

Main-Land has and will perform the following work, broken down into task groups.

Base Mapping

Main-Land will assemble the necessary information of existing conditions into a base map. This work will include:

- Right of way survey with reconnaissance of existing monumentation and review of boundary survey plans for abutting properties
- Topographical survey by field collection method

Main-Land will use our Topcon total station and Topcon Hyper V GPS unit with field data stored in an electronic Data Collector. Plans will be computer drawn using "Civil 3D 2022".

Meetings: No client or regulatory meetings are proposed in this task, though we will be available to meet with you at your convenience and direction as additional work.

Deliverables: No deliverables planned for this task.

Design Development

Main-Land will develop an intersection design, including road design, grading, drainage, and details.



PROPOSAL FOR PROFESSIONAL SERVICES
Nickerson Hill Road Intersection, Readfield, Maine

Main-Land will submit a 70 Percent Design Development review set of drawings for your review and approval.

Meetings: One client meeting is proposed in this task, though we will be available to meet with you at your convenience and direction as additional work.

Deliverables: Plan(s) will be emailed to you in a pdf format for review.

Contract Documents

Main-Land will further develop the plans and specifications to a biddable level, following your approval of the 70 percent design. Our goal is to provide construction documents as clear and complete as possible in order to minimize contractor requests for information (RFI) and change order proposals (COP).

Alternative bid options that include changes to the site plans are not included in this proposal. These alternates can be provided at the clients request as additional work.

Main-Land will provide a site cost opinion for your use.

Main-Land will deliver one project manual and one full sized set of drawings for your use at bid. More are available upon request.

Meetings: No client meetings are proposed in this task, though we will be available to meet with you at your convenience and direction as additional work.

Deliverables: One paper set of Contract Documents will be delivered to your office. Electronic version will be emailed in PDF format.

Bid Administration

Main-Land can perform bid administration services but recognizes that the Town is adept at bidding work. Should our services be warranted, we can work at your direction on a time and expense basis.

Construction Administration

Main-Land can perform construction administration services, including review of shop drawings, RFI's, COP's (if necessary), requisition review, on-site construction meetings and inspections, and punch lists. Such is not proposed at this time but may be estimated at a later date.

Excluded Services

Main-Land endeavors to serve you with all of your site development consulting needs. But we also need to be clear what services are not included with this proposal so that you can anticipate other costs. For your convenience, we have summarized some of these items here.



PROPOSAL FOR PROFESSIONAL SERVICES
Nickerson Hill Road Intersection, Readfield, Maine

- Demolition design of structures,
- Construction,
- Soil laboratory testing and analysis for construction quality control,
- Electrical and communication engineering tasks,
- Central Maine Power and Telecommunication costs,
- Traffic Engineering,
- Legal Services,
- Permit appeals or court cases,
- Any other service not expressly described herein as being within Main-Land's Scope of Services is excluded from the Scope of Services.

SUB-CONTRACTED SERVICES:

Main-Land proposes no sub-contracted services for the above work scope. If you choose to have one of our geotechnical engineers perform analysis, we typically sub-contract out test pit excavations, borings, and/or soils laboratory testing.

ASSUMPTIONS

Main-Land has made assumptions in the preparation of this proposal. The Client will notify Main-Land if assumptions are in error prior to the start of our work. An incorrect assumption may change the project scope and cost. Client will be responsible for the cost of any alteration in scope, or any increase in cost/price, resulting from Client's failure to advise Main-Land that an assumption is incorrect:

- The Project Goals outlined above. Significant changes to the project goals and/or work scope will change our costs and the terms of this proposal. Changes to the design will necessitate extra work on our part which will in turn affect our cost.
- Design Team Meetings. This proposal assumes that coordination will happen from time to time as noted above via phone and emails. Scheduled routine design team meetings, whether on-site or off-site or as conference calls, are not included but can be performed as additional work.
- Permits. This proposal assumes that permitting is not required.
- Bidding Division 0. This proposal assumes that the Town will bid this work using its customary typical processes and Division 0 documents. As such, Main-Land will prepare technical specifications only.
- Others. Assumptions include other assumptions stated elsewhere in this proposal.

OPINION OF PROBABLE COST:

The cost for Main-Land to complete the project as defined in the Scope of Services, above, is shown in the table below. These costs are broken down by task as follows:



PROPOSAL FOR PROFESSIONAL SERVICES
Nickerson Hill Road Intersection, Readfield, Maine

<u>Task</u>	<u>Cost</u>	<u>Type</u>
Base Mapping	\$4,900	Fixed Fee
Design Development	\$6,700	Fixed Fee
<u>Contract Documents</u>	<u>\$6,900</u>	<u>Fixed Fee</u>
Total	\$18,500	

SCHEDULE:

Main-Land anticipates being able to survey the site in late April to early May, as conditions allow.

Main-Land anticipates design and contract documents to take approximately 3 months to prepare.

CONCLUSION OF PROPOSAL AGREEMENT:

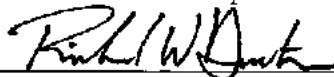
This Agreement, along with attachments hereto constitutes the entire agreement between parties pertaining to the subject project and it supersedes all prior or contemporaneous agreements, representations, and understandings.

Client has read and agrees to the Standard Conditions sheet attached to this proposal, which Standard Conditions are incorporated herein and are a part of this Agreement. If that sheet is missing, please do not sign this proposal and contact Main-Land.

If this proposal meets with your satisfaction, please sign in the space provided and return a copy to Main-Land, PO Box Q, Livermore Falls, ME 04254. If you have any questions, comments or concerns with this proposal please do not hesitate to call or email at any time. We appreciate the opportunity and look forward to working with you on this project.

Sincerely,

Main-Land Development Consultants, Inc.



Richard W. Dunton, PE
Director of Engineering

By signing below, the signer states that:

The signer is the Client or has authority to sign this document on behalf of the Client.

1. Client understands Main-Land's proposal agreement,
2. Client agrees to the statements and stipulations therein and in the Standard Conditions sheet,
3. Client agrees to pay Main-Land's fees in a timely manner.

Client: _____ Date: _____





MAIN-LAND

DEVELOPMENT
CONSULTANTS, INC.

ENGINEERS, SURVEYORS, SCIENTISTS

P.O. BOX Q LIVERMORE FALLS, ME 04254
TEL: (207) 897-6752/FAX: (207) 897-5404
WWW.MAIN-LANDDCI.COM

ATTACHMENT #1: STANDARD CONDITIONS

1. Involved Parties. As defined in the Proposal attached.
2. Payment of Invoices.
 - a. MAIN-LAND bills its clients monthly for the work performed in the previous month, or upon completion of the Scope of Services, whichever occurs first. Payment is due Net 30. A late charge of 1.5% monthly interest, an annual rate of 18%, will be applied to all unpaid balances over 30 days old and will be added directly to project costs, including Fixed Fee tasks.
 - b. MAIN-LAND pays our staff, vendors, and sub-consultants promptly. We request the same. If payment will be delayed, CLIENT agrees to communicate with us as soon as feasible.
 - c. MAIN-LAND reserves the right to withhold deliverables and project information (plan copies, reports, deeds, etc.) until payment is made in full.
 - d. MAIN-LAND also requires a 10% retainer pre-payment prior to the start of work, unless stated otherwise in the proposal. The pre-payment will remain unapplied to invoices until the end of the project, whereupon it will be applied to your final invoice. In the case that your final invoice is less than the pre-payment, Main-Land will return the difference. No interest shall be applied to the pre-payment.
 - e. Invoices can be delivered by email at request. If CLIENT uses a purchase order system, PO numbers can be accommodated on the invoice. Please contact your project manager at MAIN-LAND.
3. Term of Proposal. This proposal remains open for thirty (30) days from the date of the proposal. MAIN-LAND reserves the right to adjust this proposal, including pricing, if your written acceptance is not received within 30 days. If you accept this proposal in writing within thirty (30) days from the date of the proposal, the proposal, including the terms set forth in the proposal, and the terms set forth in these Standard Conditions, will then be a binding contract.
4. Term Delay. This proposal is valid only if the project remains within the schedule noted in the proposal. If the schedule is delayed more than 30 days due to factors outside our control, then MAIN-LAND reserves the right to adjust this proposal, including pricing.
5. Opinion of Construction Cost. In providing estimates of probable construction cost, the Client understands Main-Land has no control over the cost or availability of labor, equipment, or materials, or over market conditions or the Contractor's method of pricing, and that Main-Land's estimates of probable construction costs are made on the basis of Main-Land's professional judgment and experience. Main-Land makes no warranty, expressed or implied, that the bids or the negotiated cost of the Work will not vary from Main-Land's estimate of probable construction cost.
6. Health and Safety. Main-Land shall be responsible for, and its employees shall follow, health and safety precautions which meet federal, state, and local standards, statutes, and regulations. Main-Land shall not specify construction procedures, manage or supervise construction, or implement or be responsible for health and safety procedures for other than its own employees or subconsultants. Main-Land shall not share any responsibility for the acts, errors, or omissions of its subconsultants or other parties on the Project nor have control or change of, or be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs.
7. Limitation of Liability. To the fullest extent permitted by law, the total liability, in the aggregate, of MAIN-LAND and its officers, directors, employees, agents, and independent professional associates and consultants, and any of them, to CLIENT and any one claiming by, through or under CLIENT, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to MAIN-LAND's services, the project or this Agreement, shall not exceed the total compensation received by MAIN-LAND under this Agreement, or available proceeds from insurance, whichever is less. This limitation will apply regardless of legal theory, and includes but is not limited to claims or actions alleging negligence, errors, omissions, strict liability, breach of contract, breach of warranty of MAIN-LAND or its officers, directors, employees, agents or independent professional associates or consultants, or any of them.

STANDARD CONDITIONS

CLIENT further agrees to require that all of CLIENT'S contractors and subcontractors agree that this limitation of MAIN-LAND's liability extends to include any claims or actions that they might bring in any forum.

8. **Indemnification.** Client agrees to defend, indemnify, and hold Main-Land harmless from any and all claims, liabilities, fines, administrative penalties, or other costs, including court costs and attorney's fees, by any third parties arising out of or relating to health and safety procedures for other than its own employees or subconsultants, or arising out of or related to the acts, errors, or omissions of contractors, subcontractors, independent consultants, subconsultants, or other parties on the Project.
9. **Consequential Damages.** CLIENT waives any claim for consequential damages, including but not limited to damages for loss of profits, loss of revenues, and loss of business or business opportunities, for claims, disputes or other matters in question arising out of or relating to this Agreement.
10. **Performance Standards & Warranty.** MAIN-LAND will perform its services under this Agreement in a manner consistent with that degree of skill and care ordinarily exercised by members of MAIN-LAND's profession currently practicing in the same locality under similar conditions. MAIN-LAND makes no other warranties or representations, either expressed or implied, regarding the services provided hereunder, and expressly disclaims any other warranties or representations, express or implied, regarding the services provided hereunder.
11. **Proprietary Product.** Only the original printed papers, mylars, and other documents and plans produced as a result of this contract are considered the product. Design information and electronic documents used for this project shall remain the property of MAIN-LAND. MAIN-LAND may, at its discretion, provide electronic documents upon request, but may require a separate electronic document agreement. A sample document is available upon request.
12. **Marketing of Product and Media Information.**
 - a. MAIN-LAND may take pictures, video, sketches, and other similar media information ("Marketing Materials") throughout the project development schedule for marketing and other purposes. Marketing Materials may be used by MAIN-LAND for marketing and promotional materials, including for social media, newsletters, newspaper, trade journals, and other publications.
 - b. Publication of Marketing Materials by MAIN-LAND prior to the project being made public (for example: application submissions to regulatory agencies, CLIENT press release, etc.) will not occur without CLIENT permission. Publication thereafter may occur without notice to CLIENT.
 - c. Upon written request from CLIENT received by MAIN-LAND prior to the project being made public, MAIN-LAND will not publish Marketing Materials concerning the subject project until the project is completed.
13. **Permission to Enter Premises and Document.** CLIENT hereby grants permission to MAIN-LAND to perform services described above, including permission to enter the premises, perform observations and surveying, and to document our findings. Documentation includes but is not limited to: survey data gathering; field notes and sketches; photographs; and video recording. Excepting in cases of imminent hazard to the public safety, and except as provided otherwise herein, MAIN-LAND's findings, documentation, and other information is and shall remain strictly confidential.
14. **Work on the Property.** CLIENT gives MAIN-LAND permission to cut bushes, limbs and trees, as well as remove other objects interfering with the gathering of necessary information and measurements. MAIN-LAND agrees not to unreasonably damage the property and the CLIENT agrees to notify us of sensitive or protected areas that are not to be disturbed or damaged before we start the work.
15. **Butter Notification.** For boundary surveying work, CLIENT authorizes MAIN-LAND to contact all adjacent landowners for permission to enter their property as required by Maine law, and to solicit information regarding property boundaries in the area.



16. **Monument and Marker Suitability.**
 - a. CLIENT or their agents shall not use stakes, nails, flagging or other markers set by MAIN-LAND for construction or any other purposes without first contacting MAIN-LAND in order to determine if such use is appropriate.
 - b. CLIENT understands and acknowledges that only iron rebar, iron pipes, drill holes and concrete/stone monuments mark boundaries and that wooden stakes, nails, flagging, etc. may not mark boundaries. Contact MAIN-LAND with questions regarding boundary markers.
17. **Confidentiality.** MAIN-LAND will keep CLIENT information confidential within reasonable expectations common in our industry. If additional sensitivity is required, CLIENT will notify us prior to beginning the work. Once applications are delivered to regulatory agencies, the submitted information will be public.
18. **Cancellation.** The Client or MAIN-LAND may cancel this contract with written notification received five (5) business days before work will end, in which event MAIN-LAND shall be paid for work performed prior to MAIN-LAND'S receipt of written notice of cancellation. Fixed Fee tasks will be billed no more than the percentage completion of that task; the Client will not be charged for the full Fixed Fee unless the Fixed Fee task is completed.
19. **Project Suspension / Abandonment.** If the Project is suspended or abandoned in whole or in part for more than three months, Main-Land will be compensated for all services performed and expenses due. If the Project is resumed after being suspended for more than three months, Main-Land's compensation shall be equitably adjusted.
20. **Severability.** If any provision of this agreement is declared invalid, illegal, or unenforceable, in whole or in part, the affected provision, or portion thereof, will be considered omitted or modified to conform to applicable law. The validity, legality, and enforceability of all other remaining provisions will remain in full force and effect.
21. **Jurisdiction.** This agreement shall be governed by and be construed in accordance with the laws of the state of Maine. Any dispute arising out of, or relating in any way, to the proposal/these Terms and Conditions, shall be resolved in the Maine Superior Court in Androscoggin County, Maine, or the Maine District Court in Lewiston, Maine.
22. **Dispute Resolution.** The parties hereto agree that prior to filing litigation they will consider alternative dispute resolution techniques to resolve all claims, counter claims, disputes and other matters in question between the parties arising out of or relating to this Agreement.
23. **Enforcement Costs and Fees.** In the event MAIN-LAND engages counsel, or otherwise takes action, with or without a formal lawsuit, to recover any amount payable under, or to otherwise enforce the terms of, the agreement between the parties formed by acceptance of this proposal and these Terms and Conditions, CLIENT shall pay MAIN-LAND all costs and fees, including, without limitation, reasonable attorney's fees, incurred by MAIN-LAND.
24. **Interpretation.** The headings contained in this proposal and these Terms and Conditions are for reference purposes only and shall not affect the meaning or interpretation of this proposal.
25. **Approval.** For the purposes of this proposal agreement, CLIENT understands and agrees that an email approval to proceed with the work constitutes a real approval to the proposal agreement and is as binding as a handwritten signature on the original proposal agreement. Partial approvals to proceed are acceptable if requested and agreed in writing signed by MAIN-LAND.



OTHER BUSINESS

2022-2023 (FY 23) BUDGET & WARRANT PROCESS SCHEDULE*

Date	Task	Meeting Time
10/18/21	Select Board Meeting - Budget process review	6:30 PM
11/15/21	Select Board Meeting - Board goals & warrant discussion	6:30 PM
11/18/21	Budget Committee Meeting - Organizational meeting and budget goals	6:30 PM
11/19/21	Budget process memo sent to Depts., Boards, & Committees - To include PY & YTD #s	N/A
12/31/21	Preliminary Dept., Board & Committee budget #s due	N/A
01/10/22	Select Board Meeting - First Budget Draft (if available)	6:30 PM
01/13/22	Budget Committee Meeting - Departments I	6:30 PM
01/27/22	Budget Committee Meeting - Departments II	6:30 PM
01/31/22	Select Board Meeting - Second Budget Draft	6:30 PM
02/03/22	Budget Committee Meeting - Departments III	6:30 PM
02/15/22	Select Board Meeting - Third Budget Draft	6:30 PM
02/25/22	100 days before vote - Nomination Papers available (actually 101 days as the 26th is a Sunday)	N/A
03/03/22	Joint Select Board and Budget Committee Meeting - Capital Investment Plan Review	6:30 PM
03/04/22	Deadline for warrant article and ordinance submissions - Select Board Review	N/A
03/09/22	School Committee meeting with Select Boards - school budget	6:30 PM
03/10/22	Budget Committee Meeting - Budget review	6:30 PM
03/14/22	Select Board Meeting - Budget & Warrant review	6:30 PM
03/18/22	Deadline for legal review of the proposed warrant	N/A
03/24/22	Public Budget Meeting / Hearing - Public Comment and Recommendations on DRAFT Budget	6:30 PM
04/11/22	Select Board Meeting - Final budget & Warrant review and approval	6:30 PM
04/14/22	Budget Committee Meeting - Final budget review and approval	6:30 PM
04/15/22	60 days before voting - Nomination Papers & Referendum Questions due - Warrant due to Clerk	3:30 PM
04/29/22	Draft annotated Warrant due & Official Ballot sent to printer (46 days prior to voting)	N/A
05/13/22	30 days before voting - Absentee Ballots available (actually 31 as the 14th is a Saturday)	3:30 PM
06/02/22	Public Hearing - Public Comment and Information on COMPLETED Warrant	6:30 PM
06/04/22	10 days before voting - Last day to hold referendum question hearings (Saturday)	N/A
06/07/22	7 days before voting - Town Meeting Warrant posted (absolute deadline)	N/A
06/14/22	Town Meeting - State Primary	8:00 AM

Statutory Deadlines

Select Board Meetings ^

Budget Committee Meetings ^

Joint Select Board and Budget Committee Meetings ^

Formal Public Hearings ^

Notes:

^ Involvement - The Select Board, Budget Committee, Other Boards & Committees, Town Manager, Finance Officer, and interested Residents will have ongoing roles in the budget process. All meetings are public open to public comment.

Select Board Attendance - Joint meetings and regular Select Board meetings will have full Select Board attendance any budget meetings may have members of the Select Board in attendance.

^ Public Budget Meetings - These meetings are intended to provide opportunity for extensive public comment, feedback, and recommendations on the draft budget, budget process, and final budget in conjunction with budget presentations / information.

Departments I - Includes the following: **General Government** (Administration, Insurance, Office Equipment, Assessing, Code Enforcement, Grants / Planning, Heating Assistance, Legal), **Maintenance** (General, Buildings, Vehicle / Equipment, Interlocal) **Boards & Committees** (Appeals Board, Planning Board), **Regional Assessments** (Cobbossee Watershed, First Park), **Kennebec County Tax** (County Tax)

Departments II - Includes the following: **Community Services** (Animal Control, Kennebec Land Trust, KVCOG, Age Friendly initiatives, Library, Public Access TV, Street Lights), **Protection** (Fire Department, Fire Equipment, Ambulance, Water Holes, Tower Sites, Dispatching, Personal Protection Gear, Emergency Ops), **Cemeteries** (Cemeteries), **Solid Waste** (Transfer Station, Backhoe), **Unclassified** (Abatements / Overlay, Tax Relief, Non-profits, Contingency, Snowmobiling, Enterprise Fund, Revaluation)

Departments III - Includes the following: **Recreation and Open Space** (Beach, Conservation, Recreation Board, Heritage Days, Town Properties, Trails), **Roads & Drainage** (Roads & Drainage, Winter Maintenance), **Capital Improvements** (Admin Technology, Library Building, Cemetery, Roads, Equipment, Leases, Transfer Station, Maranacook Lake Dam), **Debt Service** (Debt Service), **General Assistance** (General

* As Amended 11/16/2021