



TOWN OF READFIELD

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

READFIELD PLANNING BOARD

AGENDA

Tuesday, October 1, 2013

7:00 pm: New Application: Thomas & Nicole Danielson, dba Maple Tree Community School. Application is to establish privately-owned elementary school for up to 18 students in the former Grange Hall building. The property is located at 12 Church Road, further identified on the Assessor's map 120 as lot 036.

Administrative items:

- Approve minutes of 08/06/13
- Approve minutes of 08/13/13
- Approve minutes of 08/20/13
- Memo of 12/07/12 from MDEP
- Wind Towers

Comments from the public are encouraged and welcomed. They will be received at the time and in the order during the meeting as deemed appropriate by the Chair. Written comments from the public will be accepted at the Town Office at any time; however, they must be submitted by the Thursday prior to the next scheduled meeting in order for them to be considered at that meeting.

If you have any questions regarding this agenda or would like to be placed on a future agenda, please call the Code Enforcement Office at 685-3290.

Next scheduled meeting: October 15, 2013

Permit Fee 100⁰⁰
Date Paid 9/26/13
Receipt # 2288

Town of Readfield
Readfield, Maine 04355
(207) 685-4939

Map 120 Lot 036

Planning Board
Land Use Permit Application

The undersigned applies for approval of the Readfield Planning Board as follows:

1. Applicant / Owner:

Name Maple Tree Community School (MTCS)
 Nicole and Tom Danielson
Address 693 Western Avenue, #4
 Manchester, ME 04351
Phone# (W) 242-3028, 242-3014

Note: Property owner must provide written authorization if he/she wishes to be represented by an agent. Such authorization may be provided either by signing this application, or by providing authorization by means of a separately signed statement included with the application.

2. In what land use district is the property (as defined in Article 7 of the Land Use Ordinance (LUO) and depicted on the Land Use Map)?

Village

3. What is the existing use of the property (see Table 1/Table of Uses, Article 7, of the LUO)?

Readfield Grange / GOLDEN GUYS & GALS (COMMUNITY CLUB)

4. What is the proposed use of the property as best described from Table 1/Table of Uses in Article 7?

a) Private school

b) Provide a description of proposed use of development Maple Tree Community School is a private elementary/middle school for grades 1-8. MTCS currently has 16 students, 1 teacher, and 2 teacher aides. Please see attached information about MTCS. APPLICATION IS FOR UP TO 18 STUDENTS.

5. Lot Width ~38' road frontage, ~140' back of lot Lot Depth ~160' Lot Area in Acres 0.61

6. If a structure is proposed to be built, or expanded:

Type of Structure(s)	Length	Width	Height
<u>Deck & stairs on second floor for fire egress</u>	<u>8'</u>	<u>6'</u>	<u>10'</u>

I certify that the foregoing, and the attached materials including responses to review criteria, are true, correct and accurate to the best of my knowledge.

Signature of Applicant / Owner Thomas J Danielson Date 9/25/2013

Signature of Agent (if any): _____ Date _____

Instructions for Completing the Review Criteria Questionnaire

A review by the Readfield Planning Board will be restricted to the criteria set forth in Article 6, Section 3.C, below. Following this Article is a questionnaire intended to help you provide information to demonstrate that your proposed use meets these criteria. Please respond to these questions as completely as possible as they relate to your proposed project. Any questions that you believe are not applicable, please state your reason. This will help provide the Board with the information necessary to conduct a fair and timely review.

Article 6, Section 3.C Review Criteria

The applicant shall demonstrate that the proposed use to the maximum extent possible meets the review criteria listed below. The Planning Board shall approve the application unless it makes written findings that one or more of these criteria have not been met.

1. **Aesthetic, Cultural and Natural Values.** The proposed activity shall not have an undue adverse affect on the scenic or natural beauty of the area, aesthetics, historic sites, archeological sites or significant wildlife habitat identified by the Department of Inland Fisheries and Wildlife or the Town of Readfield, or rare and irreplaceable natural areas or any public rights for physical or visual access to the shoreline.
2. **Conformity with Local Ordinances and Plans.** The proposed activity shall conform with all applicable Ordinances and the Comprehensive Plan.
3. **Erosion.** The proposed activity shall not cause soil erosion or a reduction in the land's capacity to hold water so that a dangerous or unhealthy condition results. The best management practices set forth in the "Maine Erosion and Sediment Control Handbook for Construction Practices" (Cumberland County Soil and Water Conservation District, Department of Environmental Protection, March 1991 or as revised), or the most applicable best management practices as referred to in Article 8 Section 11, shall further mandate compliance with this requirement.
4. **Financial Burden on Town.** The proposed activity shall not cause an unreasonable financial burden on the Town for provisions of public services and facilities.
5. **Financial and Technical Capacity.** The applicant shall have adequate financial resources and technical capacity to construct and maintain the proposed improvements and meet the criteria of all applicable Ordinances. In making the above determinations, the Planning Board shall consider the proposed time frame for construction, the effects of inflation, the applicant's previous experience, the experience and training of the applicant's consultants and contractors, and the existence of any violations of previous approvals granted to the applicant under the provisions of this Ordinance.

6. **Flood Areas.** The proposed activity shall not adversely affect flood plain areas as depicted on the Federal Emergency Management Agency's Flood Insurance Rate Maps, and the proposal shall conform with all applicable requirements of the Town of Readfield Floodplain Management Ordinance.
7. **Wetlands.** The proposed activity shall not have an adverse impact on freshwater wetlands.
8. **Groundwater.** The proposed activity shall not, alone or in conjunction with existing activities, adversely affect the quality or quantity of groundwater.
9. **Municipal Solid Waste Disposal.** The proposed activity shall not cause a burden on the Town's ability to dispose of solid waste, if municipal services are to be utilized.
10. **Water Supply.** The proposed activity shall not cause a burden on an existing public water supply, if one is to be used.
11. **Adjacent Land Uses.** The proposed activity shall not have a detrimental effect on adjacent land uses or other properties, that might be affected by waste, noise, glare fumes, smoke, dust, odors or other effects.
12. **Pollution.** The proposed activity shall not result in water or air pollution. In making this determination, the Planning Board shall at a minimum consider:
 - a. The elevation of the land above sea level and its relation to the flood plains;
 - b. The nature of soils and subsoils and their ability to adequately support waste disposal;
 - c. The slope of the land and its effect on effluents, including phosphorous transport; and
 - d. The applicable State and Town health, air and water resource and sludge rules and regulations.
13. **Waterbodies.** The proposed activity shall not have an undue impact on any waterbody such as a lake, pond, or stream.
14. **Wastewater Disposal.** The proposed activity shall provide for adequate wastewater disposal meeting all applicable requirements and shall not cause a burden on public services if they are utilized. Form HHE 200, or its equivalent, shall be required for a primary site.
15. **Stormwater.** The proposed activity shall: a) provide for stormwater management, and b) comply with the best management practices set forth in the Stormwater Management for Maine, Best Management Practices (Department of Environmental Protection, State of Maine, November 1995 or as revised).
16. **Sufficient Water.** The proposed activity shall have sufficient water available for the reasonably foreseeable need of the proposed development.

17. **Traffic.** The proposed activity shall not cause highway or public road congestion or unsafe conditions with respect to the use of the highways or public roads, existing or proposed.
18. **Legal Access.** The site shall have legal and reasonable means of access sufficient to meet all proposed uses.
19. **Impact on Adjoining Municipality.** When a proposed development subject to site review crosses the Town's boundaries, the proposed development shall not cause unreasonable traffic congestion or unsafe conditions with respect to the use of existing public ways in an adjoining municipality in which part of the development is located.
20. **Spaghetti Lots Prohibited.** Any lots in a proposed development shall not have a lot depth to frontage ratio greater than 5 to 1. When a proposed development borders both a water body and a road, the lot depth to frontage ratio shall be based on the frontage on the water body.
21. **Life and Fire Safety.** The Planning Board may require a review of any development subject to site review by the Readfield Fire Department for life and fire safety recommendations and may require incorporation of the life and fire safety recommendations in the application or as a condition of approval of the application.
22. **Violations.** The proposed activity or development is not on property currently in violation of any requirements of this Ordinance. If the Code Enforcement Officer determines that an enforceable violation exists, the Code Enforcement Officer shall issue a written Notice of Violation to the applicant within the review period of time provided for and the application, if otherwise approved, shall be conditioned upon the resolution of the violation prior to the use of occupancy of the permitted activity applied for. This provision shall not prevent, restrict or otherwise preclude the applicant from appealing to the Board of Appeals under Article 2 of this Ordinance any determination by the Code Enforcement Officer of an alleged violation.

Applicant: _____

**Planning Board Review Criteria
Questionnaire**

1. State how the proposed activity will not have an undue adverse affect on:
 - a) the scenic or natural beauty of the area MTCS intends to landscape the back lot and add flower gardens to improve the scenic beauty when viewed from Church Street or from the Town Library's lot. If it is agreeable to the Town, MTCS is willing to help mow and maintain the adjacent portion of the Town Library's lot.
 - b) any historical sites that may be located on the property MTCS is committed to restoring the Readfield Grange, such as improving the siding, insulation, roof, and windows, while maintaining its historic appearance. MTCS values the historic virtues of the Grange and intends to maintain the exceptional woodwork, stage, and configuration of interior rooms. New construction will be limited to an additional bathroom on the upper level and at the back of the building to provide egress from the upper level.
 - c) any significant wildlife habitat N/A. The property does not contain or abut significant wildlife habitat. MTCS intends to add flowers and native fruiting shrubs to benefit pollinating insects, hummingbirds, and fruit-eating wildlife.
 - d) any public rights for physical or visual access to any shoreline N/A. The property is not near a shoreline.
 - e) any rare and irreplaceable natural areas N/A. The property does not have any rare or irreplaceable natural areas.
2.
 - a) What other Town, State or Federal permits will be required for this project? MTCS already has State approval to operate as a private school. MTCS will get the necessary permit from the State Fire Marshal for fire safety and Americans with Disabilities Act (ADA) concerns. MTCS consulted the Department of Health and Human Services about water supply and MTCS does not qualify as a public water supply since the number of people is less than 25.
 - b) Do you intend to apply for these permits? Yes. We are working with the Fire Marshal to obtain the permit.
 - c) Are you committed to conducting this activity and subsequent use of the property in conformance with all applicable Town, State and Federal laws, rules, regulations and ordinances? Yes
3. State how the proposed activity will:
 - a) prevent stormwater from giving rise to soil erosion both during and after the development MTCS will follow all appropriate Town and State guidelines for controlling soil erosion, including the best management practices set forth in the "Maine Erosion and Sediment Control BMPs" (Department of Environmental Protection, March 2003). Soil disturbance will occur primarily with the eventual installation of a septic field behind the building and improvement of parking spaces.

4. State what impact the proposed activity will have upon the Town's public services and facilities. This may include, but not be limited to the amount and type of anticipated traffic, requirements for emergency services, effects relating to public education, etc. MTCS does not expect to greatly impact Town services. Traffic is typically limited to parents dropping off students (8:00 AM) and picking up students (3:00 PM). Many MTCS families have multiple children enrolled at MTCS, which reduces the number of cars. MTCS families would not use the same roads. Families from Belgrade and Mount Vernon would use the Church Road. Families from Winthrop and Wayne would use Rte. 41. Families from Manchester, Augusta, and China would use Route 17 north. Families from Fayette would use Route 17 south. MTCS would not have a large impact on emergency services since the Grange already exists and it is close to emergency services. MTCS will not negatively impact public schools because of its small size. Also, MTCS draws students from a wide geographic area and some families were former home schoolers.
5. a) What financial resources (including mortgage commitments) do you have to assure the completion and implementation of this project in compliance with the Land Use Ordinance? MTCS has savings and a loan commitment to purchase the grange and pay for necessary improvements.
- b) What technical support will be used in connection with any design, development or use of the project? MTCS is working with an engineer to prepare a blueprint for the State Fire Marshall. MTCS also will use a variety of other professional services, but will postpone investing in these services until after Town approval. MTCS will work with a certified soil scientist to design the septic field. MTCS will consult and/or hire contractors for the building renovations (e.g., windows, roof, insulation, fire alarm system, etc.)
- c) Do you have any history of violations of previous land use approvals? No
6. a) Is any portion of the subject property located within, or affected by any flood areas as depicted on the Federal Emergency Management Agency Flood Insurance Rate Map? No (These Flood Maps are available for your reference at the Town Office).
- i) If the answer to question (a) is yes, do you intend to include any portion of your development within the boundaries of the flood plain, including any structures or buildings, wells, wastewater disposal systems, or any storage or placement of property stockpiling of materials? _____
- ii) If the answer to question (i) is yes, how do you intend to develop this project (including it's subsequent use) to comply with the Floodplain Ordinance of the Town of Readfield? _____
7. a) Does your proposed development or use include any alteration of or impact to any wetland? No If the answer to this question is yes, describe how you intend to minimize this impact? _____
- b) Are you aware that any wetland alteration requires additional permitting on the State or Federal level and will you be applying for those? _____
8. What part of your development or use will rely on or could impact groundwater?

MTCS would rely on groundwater as a source of water from the existing drilled well. Application of sand and salt on sidewalks and parking area in the winter could impact groundwater, however MTCS intends to use mostly sand to minimize impacts. The eventual addition of a septic field could potentially impact groundwater, but the septic field will be designed professionally to minimize potential impacts.

9. a) State the nature of solid waste your proposal will generate both during development and the subsequent use of the property. Most of the repairs/updates will involve the addition of material, such as insulation, storm windows, etc. MTCS will make sure that contractors are responsible for properly disposing of construction waste. When operating, MTCS is committed to producing little waste. MTCS students are responsible for sorting waste for composting, recycling, and disposal. MTCS students typically produce ½ bag of trash and 1 bag of recyclables every week.
- b) Will this solid waste be taken to the Town Recycling Station? Yes If so, how will the Town be compensated for handling such waste? Tom or Nicole Danielson will bring recyclables and trash from MTCS along with waste from their home in Readfield.
- c) If the solid waste is not to be taken to the Town Recycling Station, how do you plan to dispose of it? _____

10. Do you intend to connect to any public water supply? No

11. a) What impact, if any, could the proposed activity have on adjacent properties and their uses. State whether any noise, glare, fumes smoke, dust, odors, or other affects will be generated. MTCS will generate short and predictable periods of noise during student drop-off, pick-up and recess. Several times a year, MTCS will have gatherings during non-school hours for meetings, student plays, etc.
- b) Describe the anticipated extent of these impacts and how you intend to buffer or reduce them to a level acceptable to adjacent properties. Limited frequency and duration.

12. a) What is the approximate percentage of slope of the land? Generally flat with an elevated vegetated plateau over the septic field of Rosalea Kimball. She has a deeded easement for a septic field on the Grange property.
- b) What are the nature of the soils? Sandy loam
- c) What is the nature and extent of the existing vegetation on the site of development or use? Grass, bushes, trees, and flowers

13. a) What is the nearest waterbody (lake, pond, stream, brook)? Outlet stream associated with Torsey Pond
- b) What is the least distance between the waterbody and the project site? ~1,500'
- c) What part of your project could impact one of these waterbodies? Eventual addition of a septic field and better parking area
- d) How do you intend to minimize this impact? Properly designed and installed septic field. Proper use of erosion control practices.

~~14. How do you intend to provide for the adequate disposal of sewage and wastewater in order to comply with the requirements of the State Plumbing Code? The Grange already has a~~

~~d) How do you intend to minimize this impact? Properly designed and installed septic field. Proper use of erosion control practices.~~

14. How do you intend to provide for the adequate disposal of sewage and wastewater in order to comply with the requirements of the State Plumbing Code? The Grange already has a relatively new 1,500 gallon septic tank that our inspector said was in good condition. According to Clif Buuck, the septic tank is adequate for the conservative estimate of the amount of waste produced by the students and staff. The State plumbing code assumes 10 gallons per student and 12 gallons per student every day, for a total of 196 gallons per day. (We can assure you that those estimates are exaggerated. In our experience, the teachers are too busy to use the bathroom more than once and it is a struggle to get some kids to wash their hands properly ☺). The 1,500 gallon holding tank satisfies the plumbing code requirements, so we could open the school relying only on it and have it regularly pumped. MTCS does think this is a long-term solution, however, and intends to add an appropriately sized concrete chamber septic field under the existing parking behind the building either this fall or in the spring.
15. Describe or illustrate on a separate paper how you intend to control and manage any additional stormwater resulting from this project or use. You may reference the publication, "Stormwater Management for Maine, Best Management Practices" published by the Department of Environmental Protection (1995) and which is available for reference at the Town Office.
- NOTE:** If the project results in 20,000 sq. ft. or more of impervious area in the Maranacook Lake watershed or more than one (1) acre in the other lake watersheds, or more than five (5) acres of disturbed area in either watershed, a Stormwater Management permit from the Department of Environmental Protection will be required.
- MTCS will give preference to contractors that have erosion control certification from the Maine Department of Environmental Protection. MTCS will follow best management practices set forth in the "Maine Erosion and Sediment Control BMPs" (Department of Environmental Protection, March 2003) including Temporary Mulching (A-1), Sediment Barriers (B-1), and Permanent Soil Stabilization (C).
16. What will your water requirements be for this use and what will be your water source? MTCS intends to use the existing drilled well. MTCS does not qualify as a public water supply since it has less than 25 people. MTCS will regularly test the water and ensure its safety.
17. What types and amount of additional traffic do you expect as a result of this use? Traffic is typically limited to parents dropping off students (8:00 AM) and picking up students (3:00 PM). Many MTCS families have multiple children enrolled at MTCS, which reduces the number of cars. MTCS families would not use the same roads. Families from Belgrade and Mount Vernon would use the Church Road. Families from Winthrop would use Rte. 41. Families from Manchester, Augusta, and China would use Route 17 north. Families from Fayette would use Route 17 south.

How will you avoid causing unreasonable traffic congestion or unsafe conditions as related to the use of that town's public ways? MTCS will require families to drop off and pick up students in the parking area and not along Church Road. This arrangement will be safer for students and will prevent traffic hazards.

20. What is the estimated depth-to-frontage ratio of the lots you propose to create or develop?

N/A

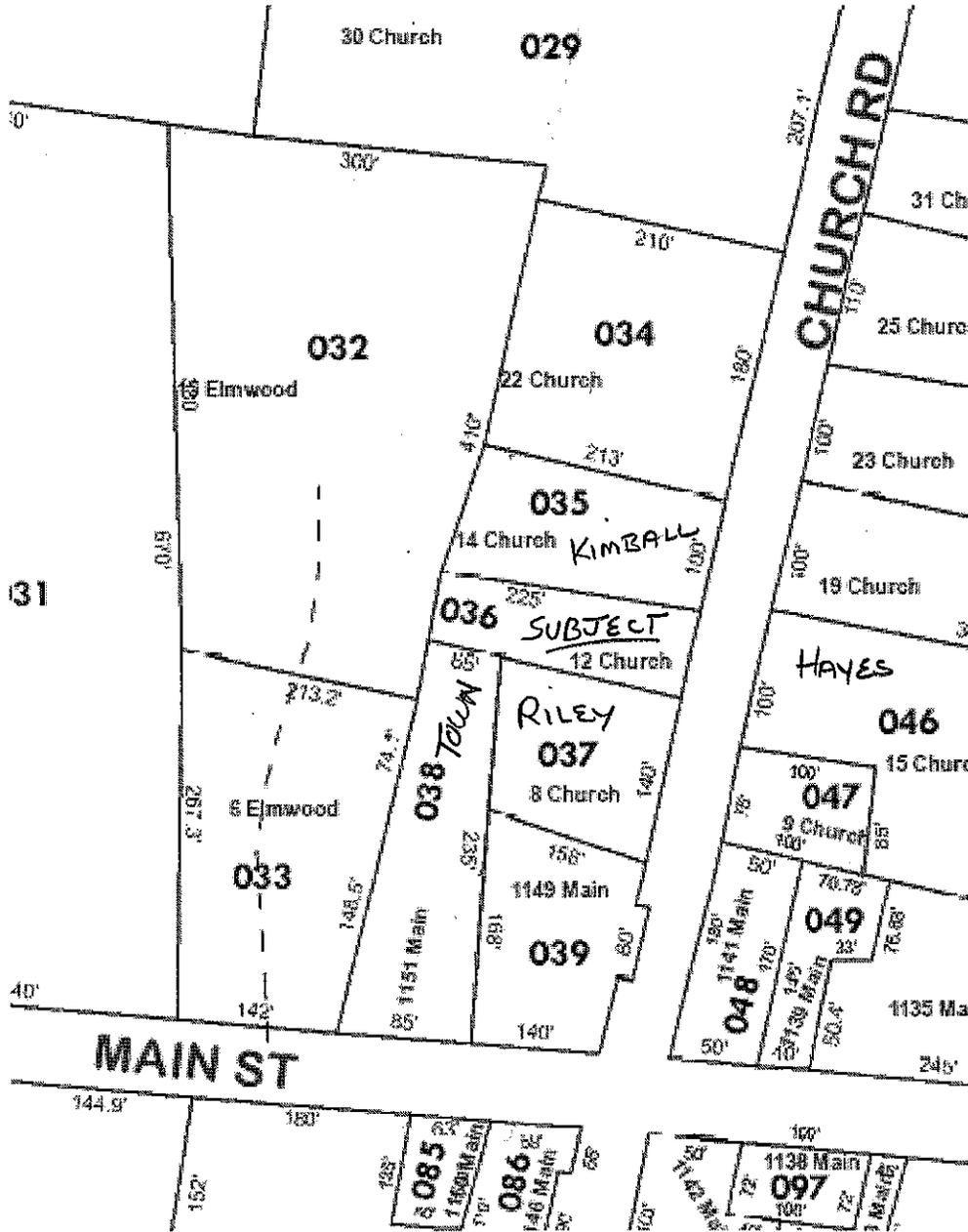
21. Has a representative of the Readfield Fire Department reviewed your proposal?

Not yet, but MTCS intends to get a review from the Fire Department.

If so, what is their opinion and/or recommendations? _____

Required Submittals
(Per Article 6, Section 3.I.2)

- 1. Copy of the portion of applicable tax map showing subject property, abutting properties and 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.



SEE ACTUAL BOUNDARY SURVEY DATED 6/22/07

(EASTERLY BOUNDARY OF LIBRARY LOT EXTENDS NORTHERLY TO SOUTHERLY BOUNDARY OF LOT 034)

2. Names and mailing addresses of all property owners abutting the proposed development. (Abutters are the owners of any parcels with one or more common boundaries or points, as well as property owners of any parcel located directly across any road, railroad or stream along the road, railroad or stream from the parcel involved in the application. Also included is any Qualified Conservation Holder of an easement in any of these parcels).

Map/Lot 120-032, 15 ELMWOOD TERRACE
Owner Townley Stephen
15 Elmwood Terrace
Readfield ME 04355

Map/Lot 120-035, 14 CHURCH ROAD
Owner Kimball Rosalea E
PO Box 277
Winthrop ME 04364

Map/Lot 120-037, 8 CHURCH ROAD
Owner Riley Douglas A *P/P #44
PO Box 220
Readfield ME 04355

Map/Lot 120-038, 1151 MAIN STREET/Library
Owner Readfield Town of
8 Old Kents Hill Road
Readfield ME 04355

Map/Lot 120-046, 15 CHURCH ROAD
Owner Hayes Stephen T
PO Box 1028
Augusta ME 04332 1028

3. Exact direction to the property from the Town Office, using a map if necessary.
Turn left on to Route 17. Drive to the intersection with Church Road and turn left.

4. The Assessor's tax map and lot numbers of the parcels.

Map 120, Lot 036

- ~~X~~ 5. 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.

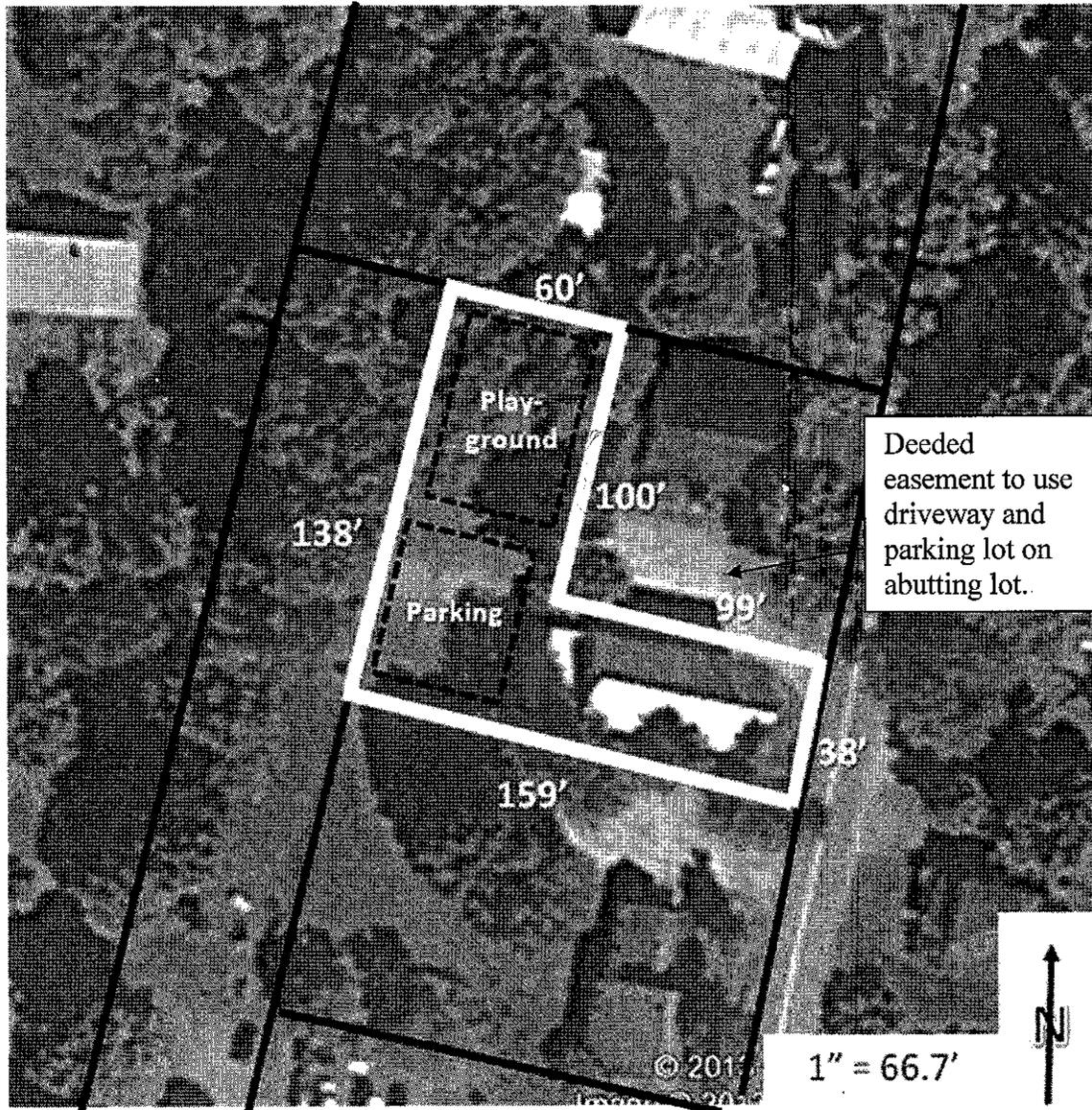
See attached

- N/A 6. The name, registration number and seal of the land surveyor, architect, engineer and/or similar professional who prepared any plan.

We did not use professionals in preparing this application.

- ☑ 7. Map showing the north bearing and lot dimensions of all property lines of the property to be developed and the source of this information.

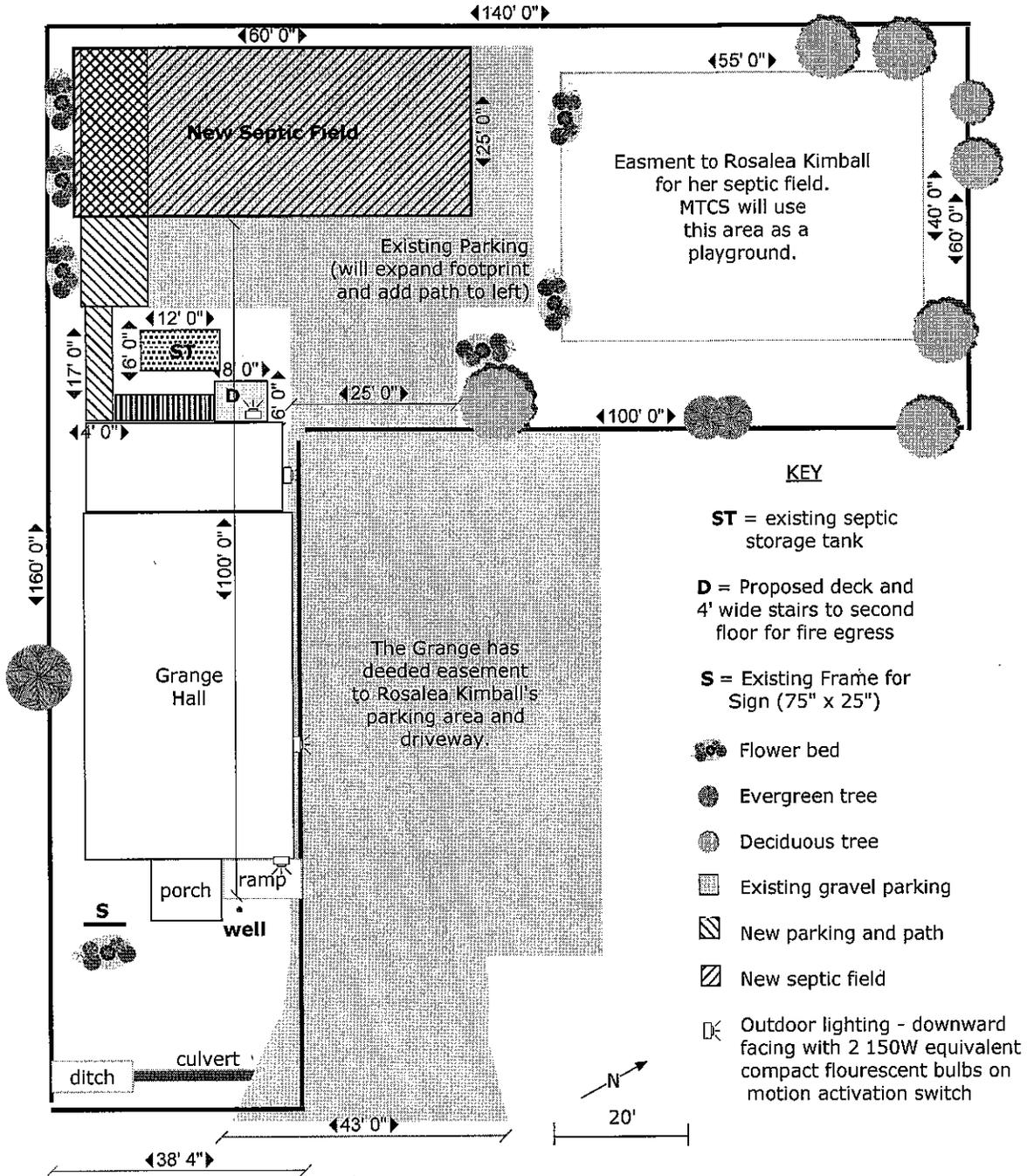
Sources of information include the property deed, 1995 site plan of Rosalea Kimball's lot, 2007 survey of Town Library's lot obtained from the Readfield Town Office



Prepared by Tom Danielson

8. 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).
- a) 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.
 - b) 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.
 - c) The location and dimensions of all existing and proposed buildings and structures on the site, including underground storage tanks.
 - d) The location of intersecting roads or driveways within 200 hundred feet of the site.
 - e) The location of existing and proposed open drainage courses, wetlands, water bodies, floodplains, stands of trees, and other important natural features, with a description of such features to be retained.
 - f) The location and dimensions of any existing and proposed easements.
 - g) 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.
 - h) The location and dimensions of all existing and proposed signs.
 - i) 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.
 - j) The proposed landscaping and buffering.
 - k) The location and amount of any earth-moving.
 - l) A copy of all existing or proposed covenants or deed restrictions associated with the subject property.

See next page.



Prepared by Tom Danielson

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

We are in the process of obtaining a permit from the State Fire Marshal for fire safety and A.D.A. compliance.

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

We added narrative to the questionnaire rather than here.

11. Evidence of receipt of application fee paid to the Town of Readfield.

See attached

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

Required renovations (Fall 2013)– Required renovations include those necessary to open the school, including insulation, electrical work, fire safety equipment, ADA requirements, and addition of a second bathroom. MTCS would complete this work as soon as possible with the assistance of qualified professionals.

Septic and Parking (Fall 2013 or Spring 2014) – According to Clif Buuck, the current 1,500 gallon holding tank meets necessary sewage disposal criteria. The code has a conservative estimate of 10 gallons per student and 12 gallons per teacher every day, resulting in a total of 196 gallons per day. (We can assure you that those are exaggerated estimates. Teachers are busy and lucky to use the bathroom more than once a day and it is sometimes a challenge to have children wash their hands properly ☺). Although the current holding tank meets code requirements by being 7x greater than the daily output, it could be expensive to pump regularly. If given permission to open the school, MTCS intends to hire certified professionals to design and install a concrete chamber septic system behind the grange. A concrete chamber system would require less space than a conventional system and would allow parking cars on top. Construction would take place in the fall before cold weather or in the spring after the road postings are lifted.

Other renovations (Spring or Summer 2014) – MTCS also would like make improvements to the roof, windows, and siding. MTCS would delay this work until the spring or summer.

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

MTCS will give preference to contractors that have erosion control certification from the Maine Department of Environmental Protection. MTCS will follow best management practices set forth in the "Maine Erosion and Sediment Control BMPs" (Department of Environmental Protection, March 2003) including Temporary Mulching (A-1), Sediment Barriers (B-1), and Permanent Soil Stabilization (C).

14. 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.

Monday through Thursday, the peak traffic movement would be 7:45 AM to 8:15 AM and 2:45 PM to 3:15 PM.

On Friday, the peak traffic movement would be 7:45 AM to 8:15 AM and 11:15 AM to 11:45 AM.

Our analysis is on current enrollment, which could change. Some families carpool, but we will assume that every family travels independently for this analysis. Typically, the following vehicles would travel to the grange:

- Church Road from the north (5 vehicles)
- Route 17 from the east (3 vehicles)
- Route 17 from the west (1 vehicle)
- Route 41 from the south (1 vehicle)

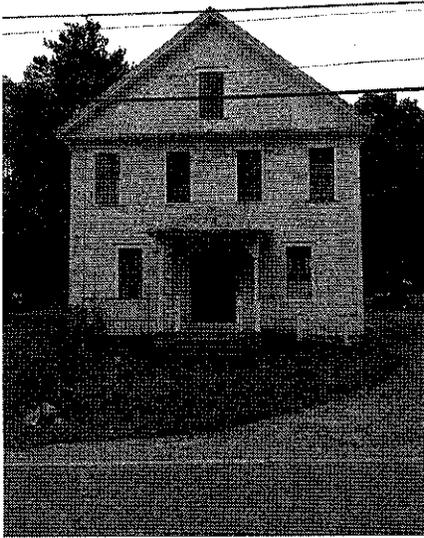
15. An assessment of the solid or hazardous wastes to be generated by the proposed activity and a plan for its handling and disposal, along with evidence of disposal arrangements.

Most of the repairs/updates will involve the addition of material, such as insulation, storm windows, etc. MTCS will make sure that contractors are responsible for properly disposing of waste. When operating, MTCS is committed to producing little waste. MTCS students are responsible for sorting waste for composting, recycling, and disposal. MTCS students typically produce ½ bag of trash and 1 bag of recyclables every week. The Danielsons are Readfield residents and would bring the school's trash and recycling with their home waste.

- N/A 16. A copy of any required dimensional calculations applicable to the standards being reviewed, for example, square footage of structures, percent of lot coverage, etc.

- N/A 17. Elevation drawings for new commercial, industrial, and institutional buildings.

18. Any additional information relevant to the project, for example, photographs, Cobbossee Watershed District recommendations, etc.



-----(end of application)-----

Planning Board Fees

<u>Value of Project</u>	<u>Fee</u>
Up to \$100,000	\$100
\$100,001 to \$500,000	\$150
\$500,001 to \$1,000,000	\$250
\$1,000,001 and over	\$500

“Value of Project” is considered the fair market value of all labor and materials associated with the project requiring site review. The above fee schedule does not include other fees that may be required as part of this project, for example, building and plumbing permit fees.

Subdivision Review

Minor subdivisions	\$175
Major subdivisions	\$175 plus \$50 per lot

Legitimate non-profit organizations will be assessed one-half of the regular fees

MAPLE TREE COMMUNITY SCHOOL LLC
693 WESTERN AVENUE #4 207-629-9022
MANCHESTER, ME 04351

1776
52-7442/2112

Date 9/25/13

Pay to the Order of TH Town of Readfield \$ 100.00
one hundred ⁷⁰/₁₀₀ Dollars

Kennebec Savings Bank
your community bank since 1870
84 Main Street, Winthrop, Maine 04364

For _____ Thomas J. Davidson MP

1776

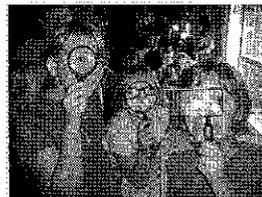
Maple Tree Community School

[Home](#) | [Program](#) | [Curriculum](#) | [Middle School](#) | [Immersion Days](#) | [Photos](#) | [Teachers](#) | [Contact](#) | [Employment](#) |



Maple Tree Community School is a private elementary and middle school program in Manchester, Maine. Our mission is to nurture and inspire students in a stimulating, exploratory, experiential, and joyful educational environment. Our program fosters and nurtures curiosity, inquiry, wonder, and exploration in a small, family-like atmosphere.

There are many aspects to our school that set it apart from other schools: a self-paced core curriculum, an inquiry-based science and social studies program, French Immersion Fridays, integrative art and music lessons, and a family atmosphere where all students are excited and motivated about learning. Weekly Immersion Days enrich the curriculum and provide opportunities for learning outside of the classroom.



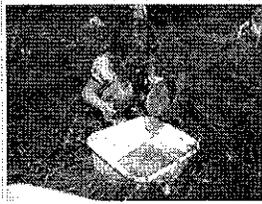
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Maple Tree Community School

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OUR INNOVATIVE PROGRAM

Experiential Learning.



Our program nurtures curiosity, inquiry, wonder, and exploration in a small, family-like atmosphere. We balance developmentally appropriate daily skill work with hands-on exploration and experiments. Students learn to ask questions, conduct research, analyze information, and communicate results.

Small Class Size



With a small number of responsible students, each child can be pushed to their potential in a fun, supportive, caring, and nurturing environment. Our school welcomes students entering grades 1 - 8.

Exploration/Immersion Days



One day per week is set aside for experiential learning opportunities outside of the classroom. Examples include exploring natural areas, visiting museums, attending theatrical and musical performances, volunteering, and touring farms and local businesses. All out-of-classroom activities are more than field trips because they are linked to our daily science or social studies lessons.

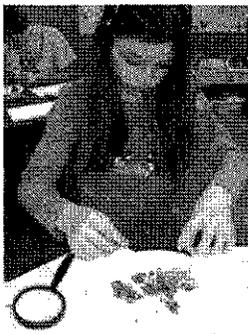
Visit our Immersion Day page for more information.

Mastery of Core Subjects



Our program encourages students to independently learn reading, writing, and math skills at their own pace. Skills to be mastered are based on the Maine Common Core Curriculum. Our Morning Work Period teaches students to set goals and wisely manage their time. Small group lessons enhance learning objectives and promote cooperative learning and critical thinking.

Beyond the Core Curriculum



Science, social studies, literature, art, and music are integrated into independent and group projects. Science and social studies are extremely valuable and provide excellent opportunities to apply and reinforce the Core skills. For example, science incorporates reading, writing, and math. Science also teaches students to hypothesize, think critically, plan and execute experiments, analyze and interpret data, and communicate results through papers, graphs, and oral presentations. Social studies encourages students to become more aware of the world around them and helps prepare them to become conscientious citizens.

French Immersion



We offer a French Immersion class 3 hours per week. Our French teacher, Kristin McLaren, incorporates music, art, theatre, writing, and conversational French in most lessons!

Holistic Education



Our program focuses on each child as a growing and maturing young person. Stories and lessons on values, building self-esteem, and conflict resolution are integrated regularly. Our goal is to encourage children to be moral, social, and environmentally conscious citizens of our town, state, nation, and planet.

Community of Learners



We are a community of learners! We learn and grow together. Community spirit is encouraged between students of all ages in the school. Through community volunteer projects, we develop a sense of responsible citizenship, community spirit and pride, and a sense of connection with past generations.

STATE OF MAINE

Department of Education

Guidelines for Private Schools Recognized by the Department as Providing Equivalent Instruction

SUMMARY: These guidelines are designed to provide a procedure whereby a private school, which has chosen not to seek approval by the Department of Education, pursuant to 20-A, M.R.S.A. §2901 et seq., may voluntarily provide information to the Commissioner and/or to the Superintendent(s) of the public school administrative unit(s), establishing that students attending the private school are receiving equivalent instruction, for purposes of compliance with the compulsory school attendance law, 20-A M.R.S.A., §5001 et seq.

Section 1. The Commissioner promulgates these guidelines to govern the determination that a student is being afforded equivalent instruction within the meaning of 20-A, M.R.S.A. §5001 in a private school recognized by the Department as providing equivalent instruction.

Section 2. A private school recognized by the Department as providing equivalent instruction may file with the Commissioner an annual letter. Receipt of the annual letter by the Commissioner shall be within two weeks after the opening of the school, or by October 1st, whichever first occurs, and shall constitute sufficient evidence to establish the students in attendance at the school are receiving equivalent instruction, for purposes of compliance with the compulsory attendance law. The annual letter shall be signed by the chief administrative officer of the private school.

Section 3. The chief administrative officer of the private school recognized by the Department as providing equivalent instruction shall state in the annual letter the following information:

- a) **Basic Curriculum:** That the school provides instruction, appropriate to its grade levels, in the English language, consisting of reading, writing, spelling, grammar, mathematics, science, American history, Maine history and geography and civil government, including the privilege and responsibility of citizenship, health education and fine arts.
- b) **Teachers:** That all teachers in the school who teach the curriculum in Section 3(a), have been examined and approved for competency, by the administration of the school.
- c) **School Year:** That the school will be in operation a minimum of 175 days or 875 hours.
- d) **Fire, Health, and Safety:** That the school is in compliance with all applicable state and local fire, health, and safety laws.
- e) **Academic Assessment:** That the following information regarding academic assessment is furnished to the parents for each student, as applicable: (1) method(s) of assessment used, (2) subjects in which assessment is made, (3) grade levels at which assessment is made, and (4) results of assessment. In addition, it shall be stated in the annual letter that parents shall be furnished academic progress reports a minimum of 4 times annually.
- f) **Attendance Notification:** That the school will comply with the requirements of Section 4.

Section 4. The chief administrative officer of the private school shall submit in writing, within 2 weeks after the opening of the school, or by October 1st, whichever first occurs, the names, residences, and grade levels of the students attending the school. This information shall be submitted to the Superintendent(s) of the public school administrative unit(s) in which the students reside. This report shall be updated as necessary.

Section 5. The Commissioner shall develop an annual roster of the private schools that are recognized by the Department as providing equivalent instruction under these guidelines. The Commissioner shall give annual notice of the equivalent instruction option to each existing and newly-created private school.

Section 6. The chief administrative officer of the private school recognized by the Department as providing equivalent instruction shall annually notify parents, in writing, of the school's commitment to fulfill these guidelines. The essence of each of the point in sections 3 and 4 shall be stated.

Section 7. Enforcement of Section 3 (a, b, c, e) shall rest solely with the public school superintendent(s) in conjunction with the Commissioner. Enforcement of Section 4 above, shall rest solely with the public school superintendent(s). Ultimate enforcement of Section 3 (a, b, c, e) and Section 4 in cases of non-compliance involves truancy prosecutions. Enforcement of Section 3(d) above, shall rest solely with the Departments of Health and Human Services and Public Safety, as specified in 22 and 25 M.R.S.A.

PURCHASE AND SALE AGREEMENT

("days" means business days unless otherwise noted, see paragraph 23)

Offer Date August 31, 2013

Effective Date 9/4/2013
Effective Date is defined in Paragraph 23 of this Agreement.

1. PARTIES: This Agreement is made between Maple Tree Community School ("Buyer") and Golden Buns and Buns Inc ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy all part of; If "part of" see para. 26 for explanation) the property situated in municipality of Readfield, County of Kennebec, State of Maine, located at 12 Church Rd and described in deed(s) recorded at said County's Registry of Deeds Book(s) _____, Page(s) _____.

3. FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm and screen windows, shades and/or blinds; shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood/pellet stoves, sump pump and electrical fixtures are included with the sale except for the following: no exceptions

Seller represents that all mechanical components of fixtures will be operational at the time of closing except: no exceptions

4. PERSONAL PROPERTY: The following items of personal property as viewed on August 30, 2013 are included with the sale at no additional cost, in "as is" condition with no warranties: all furniture, appliances and personal property in the building convey with sale - Personal property list forthcoming

5. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ _____ Buyer has delivered; or will deliver to the Agency within _____ days of the Offer Date, a deposit of earnest money in the amount \$ 1,000.00. If said deposit is to be delivered after the submission of this offer and is not delivered by the above deadline, this offer shall be void and any attempted acceptance of this offer in reliance on the deposit being delivered will not result in a binding contract. Buyer agrees that an additional deposit of earnest money in the amount of \$ _____ will be delivered NA. Failure by Buyer to deliver this additional deposit in compliance with the above terms shall constitute a default under this Agreement. The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check upon delivery of the Deed.

This Purchase and Sale Agreement is subject to the following conditions:

6. ESCROW AGENT/ACCEPTANCE: Premier Realty ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until September 4, 2013 (date) 5:00 AM PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

7. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on October 15, 2013 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or this Agreement shall become null and void in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

8. DEED: The property shall be conveyed by a warranty deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the property.

9. POSSESSION, OCCUPANCY, AND CONDITION: Unless otherwise agreed in writing, possession and occupancy of premises, free of tenants and occupants, shall be given to Buyer immediately at closing. Said premises shall then be broom clean, free of all possessions and debris, and in substantially the same condition as at present, excepting reasonable use and wear. Buyer shall have the right to view the property within 24 hours prior to closing.

10. RISK OF LOSS, DAMAGE, DESTRUCTION AND INSURANCE: Prior to closing, risk of loss, damage, or destruction of premises shall be assumed solely by the Seller. Seller shall keep the premises insured against fire and other extended casualty risks prior to closing. If the premises are damaged or destroyed prior to closing, Buyer may either terminate this Agreement and be refunded the earnest money, or close this transaction and accept the premises "as-is" together with an assignment of the insurance proceeds relating thereto.

11. FUEL/UTILITIES/PRORATIONS: Fuel remaining in tank on day of closing shall be paid by Buyer at cash price as of date of closing of company that last delivered the fuel. Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. The following items, where applicable, shall be prorated as of the date of closing: collected rent, association fees, (other) Fuel conveys with sale. The day of closing is counted as a Seller day. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

12. DUE DILIGENCE: Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Sellers' real or personal property, or any representations as to compliance with any federal, state or municipal codes, including, but not limited to, fire, life safety, electrical and plumbing. Buyer is encouraged to seek information from professionals regarding any specific issue or concern. This Agreement is subject to the following investigations, with results being satisfactory to Buyer:

TYPE OF INVESTIGATION	YES			NO			RESULTS REPORTED TO SELLER			
	YES	NO	RESULTS REPORTED TO SELLER	YES	NO	RESULTS REPORTED TO SELLER	YES	NO	RESULTS REPORTED TO SELLER	
a. General Building	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 10 days	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 10 days	n. Arsenic Treated Wood	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 10 days
b. Sewage Disposal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 10 days	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 10 days	o. Pests	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 10 days
c. Coastal shoreland septic	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 10 days	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 10 days	p. Code Conformance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 10 days
d. Water Quality	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 10 days	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 10 days	q. Insurance	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 10 days
e. Water Quantity	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 10 days	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 10 days	r. Environmental Scan	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 10 days
f. Air Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 10 days	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 10 days	s. Lot size/acreage	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 10 days
g. Square Footage	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 10 days	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 10 days	t. Survey/MLI	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 10 days
h. Pool	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 10 days	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 10 days	u. Zoning	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 10 days
i. Energy Audit	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 10 days	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 10 days	v. Farmland Adjacency	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 10 days
j. Chimney	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 10 days	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 10 days	w. Habitat Review/Waterfowl	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 10 days
k. Smoke/CO detectors	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 10 days	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 10 days	x. Flood Plain	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 10 days
l. Mold	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 10 days	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 10 days	y. Other	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 10 days
m. Lead Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 10 days	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 10 days				

All investigations will be done by persons chosen and paid for by Buyer in Buyer's sole discretion. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, Buyer will declare the Agreement null and void by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer in Buyer's sole discretion, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an investigation is unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of investigation(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

13. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form and the information developed by the Maine Center for Disease Control and Prevention regarding arsenic in private water supplies and arsenic in treated wood.

14. FINANCING: This Agreement is is not subject to Financing. If subject to Financing:

- This Agreement is subject to Buyer obtaining a _____ loan of _____ % of the purchase price, at an interest rate not to exceed _____ % and amortized over a period of _____ years. Buyer is under a good faith obligation to seek and obtain financing on these terms.
- Buyer to provide Seller with letter from lender showing that Buyer has made application for loan specified in (a) and subject to verification of information, is qualified for the loan requested within _____ days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer.
- Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller, Seller's licensee or Buyer's licensee.
- After (b) is met, Buyer is obligated to notify Seller in writing if a lender notifies Buyer that it is unable or unwilling to provide said financing. Any failure by Buyer to notify Seller within two days of receipt by Buyer of such notice from a lender shall be a default under this Agreement.
- Buyer agrees to pay no more than _____ points. Seller agrees to pay up to \$ _____ toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.
- Buyer's ability to obtain financing is is not subject to the sale of another property. See addendum Yes No .
- Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing including providing proof of funds and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void.

15. BROKERAGE DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following relationships:

John Lawrence (012929) of Premier Realty (2720)
Licensee MLS ID Agency MLS ID
is a Seller Agent Buyer Agent Disc Dual Agent Transaction Broker

^{TD}
^{NO}
Les Priest (004937) of ERA Newb Associates (1104)
Licensee MLS ID Agency MLS ID
is a Seller Agent Buyer Agent Disc Dual Agent Transaction Broker

If this transaction involves Disclosed Dual Agency, the Buyer and Seller acknowledge the limited fiduciary duties of the agents and hereby consent to this arrangement. In addition, the Buyer and Seller acknowledge prior receipt and signing of a Disclosed Dual Agency Consent Agreement.

16. DEFAULT/RETURN OF EARNEST MONEY: In the event of default by the Buyer, Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. In the event of a default by Seller, Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller.

17. MEDIATION: Earnest money disputes subject to the jurisdiction of small claims court will be handled in that forum. For all other disputes or claims arising out of or relating to this Agreement or the property addressed in this Agreement shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules. Buyer and Seller are bound to mediate in good faith and pay their respective mediation fees. If a party does not agree first to go to mediation, then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who refused to go to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction.

18. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

19. HEIRS/ASSIGNS: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assigns of the Buyer.

20. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts with the same binding effect as if the signatures were on one instrument. Original or faxed or other electronically transmitted signatures are binding.

21. SHORELAND ZONE SEPTIC SYSTEM: Seller represents that the property does does not contain a septic system within the Shoreland Zone. If the property does contain a septic system located in the Shoreland Zone, Seller agrees to provide certification at closing indicating whether the system has/had not malfunctioned within 180 calendar days prior to closing.

22. NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to the party or their licensee. Withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing.

23. EFFECTIVE DATE/BUSINESS DAYS: This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated which shall be the Effective Date. Licensee is authorized to fill in the Effective Date on Page 1 hereof. Except as expressly set forth to the contrary, the use of the term "days" in this Agreement, including all addenda made a part hereof, shall mean business days defined as excluding Saturdays, Sundays and any observed Maine State/Federal holidays. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 p.m. Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 5:00 p.m. Eastern Time on such date.

24. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the closing statement to release a copy of the closing statement to the parties and their licensees prior to, at and after the closing.

25. ADDENDA: Lead Paint - Yes No ; Other - Yes No

Explain:

The Property Disclosure Form is not an addendum and not part of this Agreement.

26. OTHER CONDITIONS: A. Contract is contingent upon the Readfield Planning Board granting approval to the BUYER to operate a private school on the premises. If the approval is not granted, BUYER shall have the right to void this contract and have the earnest money returned.

SCHEDULE A

Parcel 1: Situated on the west side of the County Road leading from Readfield Cor., so-called to the Readfield Union Meeting house and bounded as follows: Beginning on the South corner of land owned by said First M. E. Chapel Society, thence running West on M. E. Chapel South line about six rods to a stone wall and to land supposed to be owned by Miss Emily Currier and sister; thence Southerly on the line of said wall and said Currier land about two rods and eight links to about one foot South of an apple tree; thence Easterly with a parallel line with the South line with the M. E. Chapel land about six rods to the County road; thence Northerly on the West line of said Co. road about two rods and eight links to the first mentioned bound. Containing about one eighth of an acre, more or less.

Parcel 2: Beginning at the north east corner of land formerly owned by F. C. Sedgley; thence northerly along land formally owned by Alice Easton to a stake and stones which indicate one half of the distance between the land formerly owned by the Elmwood Hotel Co. and land of the First Methodist Episcopal Church of Readfield and are on the line of land of the Readfield Meeting House Corporation; thence easterly on land of said Union Corporation to land of said Methodist Church; thence southerly on land of said Methodist Church, and land of Readfield Grange and land formally owned by Geo. W. Manter to land formally owned by F. C. Sedgley; thence westerly along said Sedgleys land to the point of beginning.

Excepting and reserving from the above described premises a lot of land conveyed by Readfield Grange No. 217 P. of H. to Muriel B. Taylor by deed dated July 27, 1946 recorded Book 846, Page 288 Kennebec County Registry of Deeds which description is incorporated herein by reference.

Excepting and reserving from the above described premises a right and easement for installation of a septic system as described in deed from Readfield Grange No. 217 to Frederick A. and Katherine Bliss dated August 16, 1993 recorded Book 4479, Page 254 Kennebec County Registry of Deeds which easement description is incorporated herein by reference.

Excepting and reserving a 99 year lease agreement for use of a water well on land of said Readfield Grange granted by said Readfield Grange to Rose T. Milliken recorded Book 606, Page 305 Kennebec County Registry of Deeds dated October 26, 1922.

Being same premises conveyed to Winthrop Grange No. 209 by deed recorded Book 10117, Page 20 Kennebec County Registry of Deeds.

Grantor, by this deed, approves the conveyance of the above described real estate by Winthrop Grange No. 209 a subordinate Grange under the Constitution and By-Laws of Maine State Grange Patrons of Husbandry.

120-036

Doc # 888088888
Book: 18273 Page: 0888

AGREEMENT

Received Kennecott: 05.
09/16/2005 1:33PM
Pages 3 Attest:
BEVERLY DUSTIN-WATHEWAY
REGISTER OF DEEDS

WHEREAS, Golden Guys & Gals, Incorporated, *successors in title* to Readfield Grange No. 217, their heirs and assigns, party of the first part and owner of land described in deeds to Readfield Grange No. 217 recorded in Book 832, Page 302 and in Book 427, Page 35, Kennebec County Registry of Deeds, and;

(b) WHEREAS, Edward Whitmore and Claire M. Whitmore, their heirs and assigns, party of the second part and owners of land described in a deed recorded in Book 4880, Page 283, Kennebec County Registry of Deeds, are desirous of entering into an agreement for the benefit of both parties and hereby agree to the following:

Golden Guys & Gals, Inc., their heirs and assigns, are granted an easement on said land of Edward Whitmore and Clair M. Whitmore for the purpose of parking 7 vehicles on and over an existing gravel parking area as shown on the attached Site Plan, dated June 1995 for Ed Whitmore;

Golden Guys & Gals, Inc., their heirs and assigns, are granted an easement over said existing gravel parking area on land of Edward Whitmore and Claire M. Whitmore for the purpose of a right-of-way for ingress and egress from Church Road to property of said Golden Guys & Gals, Inc.;

Edward Whitmore and Claire M. Whitmore, their heirs and assigns, are granted an easement on said land of Golden Guys & Gals, Inc., for the purpose of constructing a gravel parking area for 9 vehicles and for the purpose of parking 9 vehicles on and over said gravel parking area as shown of the attached Site Plan, dated June 1995 for Ed Whitmore;

Edward Whitmore and Claire M. Whitmore, their heirs and assigns, shall be responsible for the maintenance and repair of the existing gravel parking area on their property, including, but not limited to, snowplowing and grading;

Edward Whitmore and Clair M. Whitmore, their heirs and assigns, are granted an easement for the purpose of maintenance and repair of the gravel parking area to be constructed on property of Golden Guys & Gals, Inc., in the event that Golden Guys & Gals, Inc. is no longer owner of the property;

Edward Whitmore and Claire M. Whitmore, their heirs and assigns, reserve the right to the use of the area encumbered by the above first mentioned easement for all other purposes but shall not interrupt the use of the easement for parking. If the use of parking must be interrupted, then the interruption shall last no longer than 30 consecutive days;

Golden Guys & Gals, Inc. exclusively and non-transferably, is hereby granted the right of first choice to the parking spaces on the above described parking area on the second and fourth Tuesday evenings of each month.

W Gals EW

Golden Guys & Gals, Inc., their heirs and assigns, reserve the right to the use of the area encumbered by the above second mentioned easement for all other purposes but shall not interrupt the use of the easement for parking. If the use of parking must be interrupted, then the interruption shall last no longer than 30 consecutive days.

IN WITNESS WHEREOF, the said Golden Guys & Gals, Inc., has caused this instrument to be executed by William A. Welch, Jr. duly authorized officer this 14th day of September, 2009.

IN WITNESS WHEREOF, the said Edward Whitmore and Claire M. Whitmore have caused this instrument to be executed this 14th day of September, 2009.

Golden Guys & Gals, Inc.

By William A. Welch, Jr.
Its duly authorized

Edward Whitmore
Edward Whitmore

Deceased
Claire M. Whitmore

STATE OF Maine
COUNTY OF Kennebec

2009

Personally appeared the above-named Board Director for the Golden Guys & Gals, Inc. William A. Welch, Jr., and acknowledged the signing of the foregoing instrument to be his/her free act and deed in said capacity.

Before me,

Chrissanda P. Welch

Notary Public
Chrissanda P. Welch
Notary Public - State of Maine
My Commission Expires October 10, 2013
2009 2009

SEAL

STATE OF Maine
COUNTY OF Kennebec

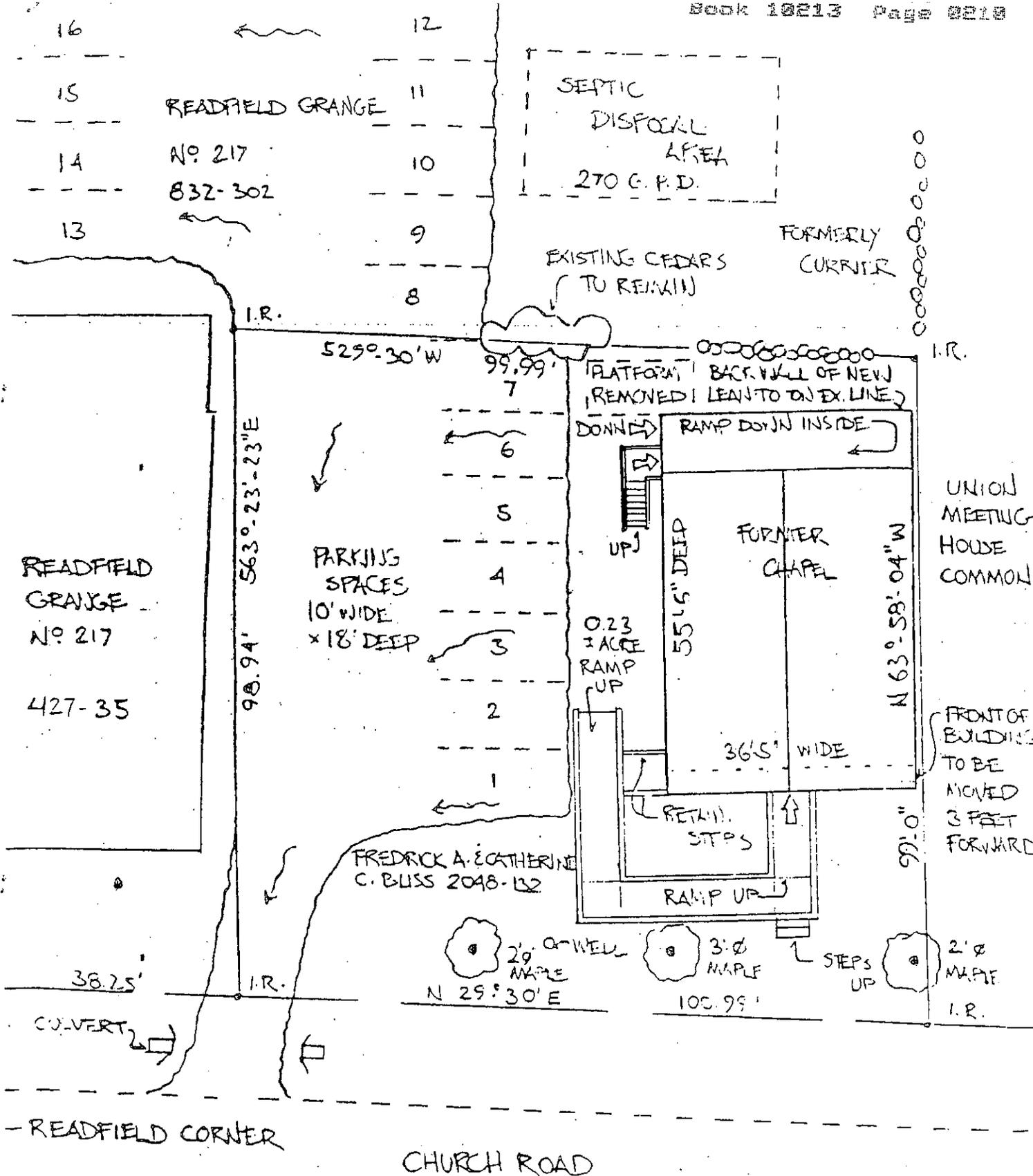
Personally appeared the above-named Edward Whitmore and Claire M. Whitmore and acknowledged the signing of the foregoing instrument to be their free act and deed.

Before me,

Chrissanda P. Welch

Notary Public
Chrissanda P. Welch
Notary Public - State of Maine
My Commission Expires October 10, 2013

SEAL



SITE PLAN 1P 20' JUNE 1995

**NO TRANSFER
TAX PAID**

Quit Claim Deed without Covenant

KNOW ALL MEN BY THESE PRESENTS,

That, MAINE STATE GRANGE PATRONS OF HUSBANDRY, a non-profit corporation organizing and existing under the laws of the State of Maine with a place of business at Augusta, State of Maine, releases and quit claims to GOLDEN GUYS & GALS INC., a non-profit corporation organized and existing under the laws of the State of Maine, with a place of business in Readfield, Kennebec County, State of Maine, mailing address of c/o Elaine Badershall, Secretary, 17 Worcester Street, Augusta, Maine 04330, land and buildings in Town of Readfield, Kennebec County, State of Maine described as follows:

As described in Schedule A annexed hereto which description is incorporated by reference herein.

Received Kennebec SS.
09/25/2009 9:45AM
Pages 2 Attest:
BEVERLY BUSTIN-WATHEWAY
REGISTER OF DEEDS

In Witness Whereof, Maine State Grange Patrons of Husbandry, by James A. Owens, its President and Master, duly authorized has hereunto set his hand and seal this 22nd day of September 2009.

Maine State Grange Patrons of Husbandry

Charlene G. Honen

By: James A. Owens
James A. Owens,
President & Master (seal)

State of Maine
Kennebec, ss

September 22, 2009

Personally appeared the above named, James A. Owens, President and Master of Maine State Grange Patrons of Husbandry, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said corporation.

Charlene G. Honen
Charlene G. Honen
Notary Public/Attorney at Law

② FFD

120-036

REPLACEMENT SYSTEM VARIANCE REQUEST

THE LIMITATIONS OF THE REPLACEMENT SYSTEM VARIANCE REQUEST

This form shall be attached to an application (HHE-200) for the proposed replacement system which requires a variance to the Rules. The LPI shall review the Replacement System Variance Request an HHE-200 and may approve the Request if all of the following requirements can be met, and the variance(s) requested fall within the limits of LPI's authority.

1. The proposed design meets the definition of a Replacement System as defined in the Rules (Sec. 1906.0)
2. There will be no change in use of the structure except as authorized for one-time exempted expansions outside the shoreland zone of major waterbodies/courses.
3. The replacement system is determined by the Site Evaluator and LPI to be the most practical method to treat and dispose of the wastewater.
4. The BOD5 plus S.S. content of the wastewater is no greater than that of normal domestic effluent.

GENERAL INFORMATION		Town of <u>Readfield</u>
Permit No. _____	Date Permit Issued _____	
Property Owner's Name: <u>Gloria Clark</u>	Tel. No.: <u>377-5300</u>	
System's Location: <u>Church Road</u>	_____	
Property Owner's Address: <u>530 Winthrop Road</u>	_____	
(if different from above) <u>Readfield, ME 04355</u>	_____	

SPECIFIC INSTRUCTIONS TO THE:

LOCAL PLUMBING INSPECTOR (LPI):
If any of the variances exceed your approval authority and/or do not meet all of the requirements listed under the Limitations Section above, then you are to send this Replacement System Variance Request, along with the Application, to the Department for review and approval consideration before issuing a Permit. (See reverse side for Comments Section and your signature.)

SITE EVALUATOR:
If after completing the Application, you find that a variance for the proposed replacement system is needed, complete the Replacement Variance Request with your signature on reverse side of form.

PROPERTY OWNER:
If has been determined by the Site Evaluator that a variance to the Rules is required for the proposed replacement system. This variance request is due to physical limitations of the site and/or soil conditions. Both the Site Evaluator and the LPI have considered the site/soil restrictions and have concluded that a replacement system in total compliance with the Rules is not possible.

PROPERTY OWNER

I understand that the proposed system requires a variance to the Rules. Should the proposed system malfunction, I release all concerned provided they have performed their duties in a reasonable and proper manner, and I will promptly notify the Local Plumbing Inspector and make any corrections required by the Rules. By signing the variance request form, I acknowledge permission for representatives of the Department to enter onto the property to perform such duties as may be necessary to evaluate the variance request.

Gloria Clark
SIGNATURE OF OWNER

8-13-09
DATE

LOCAL PLUMBING INSPECTOR

I, CLIFFORD BUCK, the undersigned, have visited the above property and have determined to the best of my knowledge that it cannot be installed in compliance with the Rules. As a result of my review of the Replacement Variance Request, the Application, and my on-site investigation, I (check and complete either a or b):

a. (X approve, disapprove) the variance request based on my authority to grant this variance. Note: If the LPI does not give his approval, he shall list his reasons for denial in Comments Section below and return to the applicant. -OR-

b. find that one or more of the requested Variances exceeds my approval authority as LPI. I (recommend, do not recommend) the Department's approval of the variances. Note: If the LPI does not recommend the Department's approval, the reasons shall be stated in Comments Section below as to why the proposed replacement system is not being recommended.

Comments: _____

Clifford Buck
LPI SIGNATURE

09/02/09
DATE

FORMS

Replacement System Variance Request

VARIANCE CATEGORY	LIMIT OF LPI'S APPROVAL AUTHORITY						VARIANCE REQUESTED TO:	
SOILS								
Soil Profile	Ground Water Table			to 7"				inches
Soil Condition	Restrictive Layer			to 7"				inches
from HHE-200	Bedrock			to 12"				inches
SETBACK DISTANCES (in feet)	Disposal Fields			Septic Tanks			Disposal Fields	Septic Tanks
	From	Less than 1000 gpd	1000 to 2000 gpd	Over 2000 gpd	Less than 1000 gpd	1000 to 2000 gpd	Over 2000 gpd	To
Wells with water usage of 2000 or more gpd or public water system wells	300 ft	300 ft	300 ft	150 ft	150 ft	150 ft		
Owner's wells	100 down to 60 ft [a]	200 down to 100 ft	300 down to 150 ft	100 down to 50 ft [b]	100 down to 50 ft	100 down to 50 ft		75'
Neighbor's wells	100 down to 60 ft [f]	200 down to 120 ft [f]	300 down to 180 ft [f]	100 down to 50 ft [f]	100 down to 75 ft [f]	100 down to 75 ft [f]		
Water supply line	10 ft	20 ft	25 ft [-h]	10 ft	10 ft	10 ft [h]		
Water course, major -	100 down to 60 ft [d]	200 down to 120 ft [d]	300 down to 180 ft [d]	100 down to 50 ft [b]	100 down to 50 ft	100 down to 50 ft		
Water course, minor	50 down to 25 ft [e]	100 down to 50 ft [e]	150 down to 75 ft [e]	50 down to 25 ft [e]	50 down to 25 ft [e]	50 down to 25 ft [e]		
Drainage ditches	25 down to 12 ft	50 down to 25 ft	75 down to 35 ft	25 down to 12 ft	25 down to 12 ft	25 down to 12 ft		
Edge of fill extension - Coastal wetlands, special freshwater wetlands, great ponds, rivers, streams	25 ft [e]	25 ft [e]	25 ft [e]	25 ft [e]	25 ft [e]	25 ft [e]		
Slopes greater than 3:1	10 ft [g]	18 ft [g]	25 ft [g]	N/A	N/A	N/A		
No full basement [e.g. slab, frost wall, columns]	15 down to 7 ft	30 down to 15 ft	40 down to 20 ft	8 down to 5 ft	14 down to 7 ft	20 down to 10 ft		5
Full basement [below grade foundation]	20 down to 10 ft	30 down to 15 ft	40 down to 20 ft	8 down to 5 ft	14 down to 7 ft	20 down to 10 ft		
Property lines	10 down to 5 ft [c]	18 down to 9 ft [c]	20 down to 10 ft [c]	10 down to 4 ft [c]	15 down to 7 ft [c]	20 down to 10 ft [c]		
Barial sites or graveyards, measured from the down toe of the fill extension	25 ft	25 ft	25 ft	25 ft	25 ft	25 ft		

OTHER

1. Fill extension Grade - to 3:1

2.

3.

- Footnotes:** [a.] Single-family well setbacks may be reduced as prescribed in Section 701.2.
 [b.] This distance may be reduced to 25 feet, if the septic or holding tank is tested in the plumbing inspector's presence and shown to be watertight or of monolithic construction.
 [c.] Additional setbacks may be needed to prevent fill material extensions from encroaching onto abutting property.
 [d.] Additional setbacks may be required by local Shoreland zoning.
 [e.] Natural Resource Protection Act requires a 25 feet setback, on slopes of less than 20%, from the edge of soil disturbance and 100 feet on slopes greater than 20%. See Chapter 15.
 [f.] May not be any closer to neighbors well than the existing disposal field or septic tank unless written permission is granted by the neighbor. This setback may be reduced for single family houses with Department approval. See Section 702.3.
 [g.] The fill extension shall reach the existing ground before the 3:1 slope or within 100 feet of the disposal field.
 [h.] See Section 1402.8 for special procedures when these minimum setbacks cannot be achieved.

Leigh A. Riley

SITE EVALUATOR'S SIGNATURE

7/14/09

DATE

FOR USE BY THE DEPARTMENT ONLY

The Department has reviewed the variance(s) and () does () does not) give its approval. Any additional requirements, recommendations, or reasons for the Variance denial, are given in the attached letter.

SIGNATURE OF THE DEPARTMENT

DATE

SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Maine Dept. Health & Human Services
 Division of Health Engineering, 10 SHS
 (207) 287-5672 Fax: (207) 287-3165

PROPERTY LOCATION

City, Town, or Plantation: Readfield

Street or Road: 12 Church Road

Subdivision, Lot #:

>> CAUTION: PERMIT REQUIRED - ATTACH IN SPACE BELOW <<

READFIELD PERMIT # 2109 TOWN COPY
 Date Issued: 10910209 \$ 1210.00 FEE Charged Double Fee

cap. [Signature] L.P.I. # 02211

OWNER/APPLICANT INFORMATION

Name (last, first, MI): Clark, Gloria Owner Applicant

Mailing Address of Owner/Applicant: 530 Winthrop Road
 Readfield, ME 04355

Daytime Tel. #: 377-5300

Municipal Tax Map # 120 Lot # 036

OWNER OR APPLICANT STATEMENT

I state and acknowledge that the information submitted is correct to the best of my knowledge and understand that any falsification is reason for the Department and/or Local Plumbing Inspector to deny a Permit.

Gloria Clark 8-13-09
 Signature of Owner or Applicant Date

CAUTION: INSPECTION REQUIRED

I have inspected the installation authorized above and found it to be in compliance with the Subsurface Wastewater Disposal Rules Application.

[Signature] 11-12-09
 Local Plumbing Inspector Signature (1st) date approved (2nd) date approved

PERMIT INFORMATION

TYPE OF APPLICATION

1. First Time System

2. Replacement System
 Type replaced: Pit Privy
 Year installed: Pre 1974

3. Expanded System
 a. Minor Expansion
 b. Major Expansion

4. Experimental System

5. Seasonal Conversion

THIS APPLICATION REQUIRES

1. No Rule Variance

2. First Time System Variance
 a. Local Plumbing Inspector Approval
 b. State & Local Plumbing Inspector Approval

3. Replacement System Variance
 a. Local Plumbing Inspector Approval
 b. State & Local Plumbing Inspector Approval

4. Minimum Lot Size Variance

5. Seasonal Conversion Permit

DISPOSAL SYSTEM COMPONENTS

1. Complete Non-engineered System

2. Primitive System (graywater & alt. toilet)

3. Alternative Toilet, specify: _____

4. Non-engineered Treatment Tank (only)

5. Holding Tank, 1500 gallons

6. Non-engineered Disposal Field (only)

7. Separated Laundry System

8. Complete Engineered System (2000 gpd or more)

9. Engineered Treatment Tank (only)

10. Engineered Disposal Field (only)

11. Pre-treatment, specify: _____

12. Miscellaneous Components

SIZE OF PROPERTY

1/3 ± SQ. FT. ACRES

DISPOSAL SYSTEM TO SERVE

1. Single Family Dwelling Unit, No. of Bedrooms: _____

2. Multiple Family Dwelling, No. of Units: _____

3. Other: Meeting Hall
 (specify)

Current Use Seasonal Year Round Undeveloped

TYPE OF WATER SUPPLY

1. Drilled Well 2. Dug Well 3. Private

4. Public 5. Other

DESIGN DETAILS (SYSTEM LAYOUT SHOWN ON PAGE 3)

TREATMENT TANK

1. Concrete
 a. Regular
 b. Low Profile

2. Plastic

3. Other: _____

CAPACITY: 1500 GAL.

DISPOSAL FIELD TYPE & SIZE

1. Stone Bed 2. Stone Trench

3. Proprietary Device
 a. cluster array c. Linear
 b. regular load d. H-20 load

4. Other: Holding Tank

SIZE: _____ sq. ft. lin. ft.

GARBAGE DISPOSAL UNIT

1. No 2. Yes 3. Maybe

If Yes or Maybe, specify one below:

a. multi-compartment tank

b. _____ tanks in series

c. increase in tank capacity

d. Filter on Tank Outlet

DESIGN FLOW

50 gallons per day

BASED ON:

1. Table 501.1 (dwelling unit(s))

2. Table 501.2 (other facilities)

SHOW CALCULATIONS for other facilities

SOIL DATA & DESIGN CLASS

PROFILE CONDITION DESIGN
S I D 1 3

at Observation Hole # A.P.

Depth 14 "

of Most Limiting Soil Factor

DISPOSAL FIELD SIZING

1. Small--2.0 sq. ft. / gpd

2. Medium--2.6 sq. ft. / gpd

3. Medium--Large 3.3 sq. ft. / gpd

4. Large--4.1 sq. ft. / gpd

5. Extra Large--5.0 sq. ft. / gpd

EFFLUENT/EJECTOR PUMP

1. Not Required

2. May Be Required

3. Required

Specify only for engineered systems:

DOSE: _____ gallons

3. Section 503.0 (meter readings)

ATTACH WATER METER DATA

LATITUDE AND LONGITUDE

a) center of disposal area

Lat. 44 d 23 m 329 m

Lon. 69 d 58 m 011 m

if g.p.s. state margin of error: 24'

SITE EVALUATOR STATEMENT

I certify that on 7/10/09 (date) I completed a site evaluation on this property and state that the data reported are accurate and that the proposed system is in compliance with the State of Maine Subsurface Wastewater Disposal Rules (10-144A CMR 241).

Douglas A. Riley 258 7/14/09
 Site Evaluator Signature SE # Date

Douglas A. Riley 685-4333 DARCOENGR@aol.com
 Site Evaluator Name Printed Telephone Number E-mail Address

Note: Changes to or deviations from the design should be confirmed with the Site Evaluator.

Installed by Bill Rourke

SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Department of Human Services
Division of Health Engineering
(207) 287-5672 FAX (207) 287-4172

Town, City, Plantation
Readfield

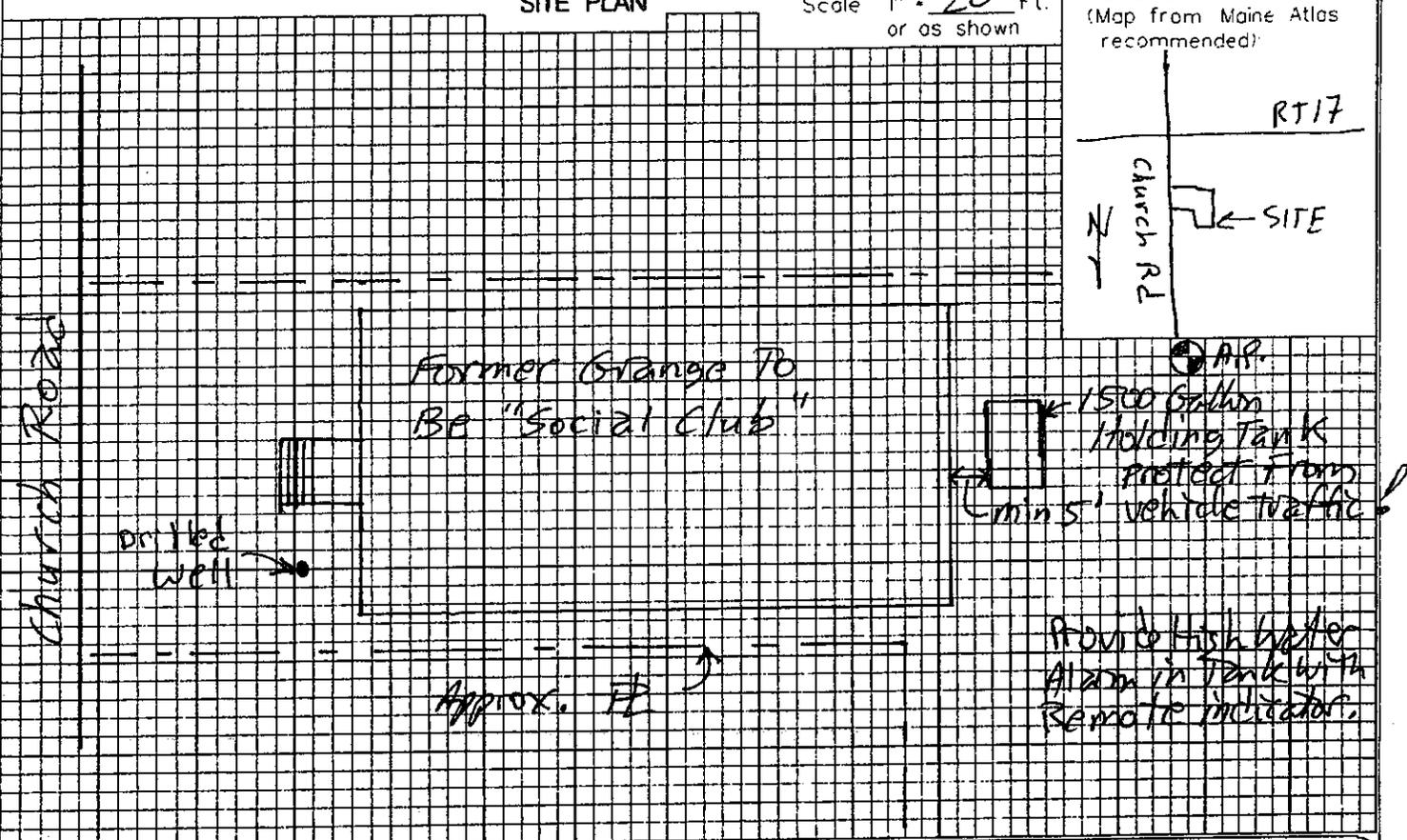
Street, Road, Subdivision
Church Road

Owner's Name
Gloria Clark

SITE PLAN

Scale 1" = 20 Ft.
or as shown

SITE LOCATION PLAN
(Map from Maine Atlas recommended)



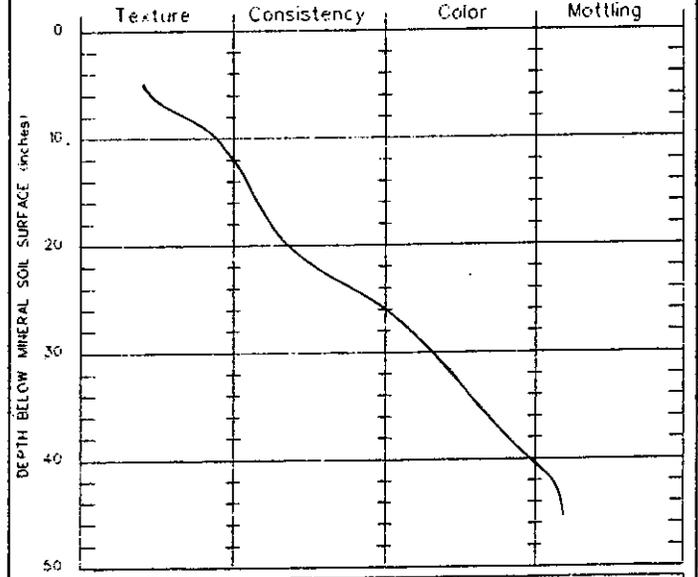
Provide high water alarm in tank with remote indicator.

SOIL DESCRIPTION AND CLASSIFICATION (Location of Observation Holes Shown Above)

Observation Hole A.P. Test Pit Boring
0" Depth of Organic Horizon Above Mineral Soil

Observation Hole _____ Test Pit Boring
_____ " Depth of Organic Horizon Above Mineral Soil

DEPTH BELOW MINERAL SOIL SURFACE (inches)	Texture	Consistency	Color	Mottling
0	Gravel Fill		Light Brn	
10	Sandy loam	Frable	yellow	
20			Light yellow	Faint Brn
30		Firm	olive	C14"
40		Limit	in Pen	



Soil Classification 3 D Slope 0-1% Limiting Factor 14"
Profile Condition

Soil Classification _____ Slope _____% Limiting Factor _____"
Profile Condition

Douglas A. Riley
Site Evaluator Signature

238
SE

7/14/09
Date

APPLICATION/AGREEMENT for HOLDING TANK INSTALLATION

PROPERTY OWNER INFORMATION

Name Golden Guys & Gals Inc. (Attv: Elaine Bader-shall) ^{Secretary}
 Mailing Address 17 Worcester St
 City/Town Augusta State ME Zip 04330
 Daytime telephone number 207 - 622 - 4118

PROPERTY LOCATION

Street, Road, Route Church Road
 City/Town Readfield Zip 04355

APPLICATION FOR (check one)

- First Time Installation (If this is checked, give Town's Ordinance adoption date 1 / 1)
- First Time Installation, non-residential only, less than 100 gpd or 500 gal/week
- Replacing an existing overboard discharge, surface wastewater discharge or malfunctioning subsurface wastewater system
- Replacing an existing holding tank

CONDITIONS FOR APPROVAL

- * The installation of a conventional disposal system is not possible due to unacceptable site and/or soil conditions, lot configuration, or other constraints
- * Public sewer is not available.
- * All existing or proposed plumbing fixtures shall be installed or modified for water conservation and all water closets shall meet the Federal standard of 1.6 gallons per flush.

REQUIREMENTS FOR APPROVAL

- A Completed Application shall consist of:
 - * This form (HHE-233) completed with all signatures.
 - * A completed *Subsurface Wastewater Disposal System Application* (HHE-200) prepared by a Licensed Site Evaluator.
 - * Holding Tank Deeds Covenant Form, HHE-300 3/97
 - * Replacement System Variance Request Form, as necessary.

PROPERTY OWNER INFORMATION AND REQUIREMENTS

- I (we) GOLDEN GUYS & GALS, INC. own the property described in this Application/Agreement.
1. Holding tanks require regular pumping by a licensed pumper. The owner must pay this service.
 2. The holding tank will be pumped at least once a year by the pumper listed on this application. Another pumper may be used if the listed pumper is notified and the LPI approves the change. The new pumper will then be listed on an attachment to this agreement.
 3. A water meter shall be installed at the owner's expense if required by the LPI.
 4. All records of pumping and water use (if required) must be kept for at least three years and shall be made available to the LPI or other official if requested.
 5. A holding tank for new construction can only be replaced by a system meeting first time system requirements.
 6. Once approved this form must be recorded at the Registry of Deeds, cross referenced to the owner's deed.
 7. We agree to comply with any additional requirements of the Town.

We state that all the information presented with this application is true and accurate, we acknowledge the foregoing items and agree to comply with all the requirements.

Property Owner(s) Signature Elaine Bader-shall Date 8-18-09
 Property Owner(s) Signature Gloria Clark Date 8-13-09
 (FOR GOLDEN GUYS & GALS, INC.)

120-036

HOLDING TANK DEED COVENANT FORM

Property Owner: Complete and record this form with your County Registry of Deeds. Then forward a copy of the recorded deed covenant to the your municipality's Local Plumbing Inspector.

County Registrar: Please cross-reference this document with book and page no.

Property Owner Statement: I(we), GOLDEN GUYS & GALS, INC. are the (1) owner(s) of the property located at 12 CHURCH ROAD (street) READFIELD (town).

The property's deed is recorded in book no. 10223, page no. 0098

We state that the holding tank installation for the aforementioned property received approval by the town of READFIELD and its officials.

Stipulations of Covenant:

A HOLDING TANK IS SERVING THIS STRUCTURE FOR THE DISPOSAL OF HUMAN SEWAGE & WASTEWATER. ALL CONDITIONS OF APPROVAL MUST BE COMPLIED WITH AT ALL TIMES.

Municipal Approval Conditions: This approval has been granted subject to the implementation of the above conditions and said approval will become null and void if the required and stated conditions of approval are violated.

Property Owner signature(s)

Elaine R. Badershell
Gloria Clark

State of Maine

County Kennebec, ss

Date Oct. 9th / 2009

Then personally appeared the above named Elaine Badershell / Gloria Clark (and)

Their and (severally) acknowledged the foregoing instrument to be his (or their) free act and deed.

Before me [Signature]
Justice of the Peace or Notary Public
Robin L. Lint

HHE-300 Rev. 8/05



RECEIVED REGISTER OF DEEDS
MAINE
10/12/09 10:58 AM
RECEIVED REGISTER OF DEEDS
MAINE
10/12/09 10:58 AM

Application/Agreement for Holding Tank Installation

Owner Golden Guys & Gals Inc Property Location Church Road

SITE EVALUATION STATEMENT

I, Douglas A. Riley, state that I have evaluated the subject property and found that a subsurface wastewater disposal system is not practical. Secondly, I have completed a *Subsurface Wastewater Disposal System Application* (HHE-200) proposing a holding tank installation for the property's wastewater disposal.

Site Evaluator's Signature Douglas A. Riley Date 7/14/09
LSE # 238

HOLDING TANK PUMPER INFORMATION

Business owner's name Pauline Dube License # SG061
Business name Pat Jackson Inc
Mailing address PO Box 691
City Augusta State Maine Zip 04332
Business telephone 207-623-3223
Max. truck hauling capacity 8000 gallons
Can pump: _____ seasonally X year round
DEP licensed disposal site location Belgrade Site # SG061

HOLDING TANK PUMPER STATEMENT

I, Pauline Dube, own and operate a septage pumping business named in this Application/Agreement, and have contracted with the property owner(s) to pump and properly dispose of the tank's waste. I further state that the tank, and that the wastewater will be disposed of at a Department of Environmental Protection licensed disposal location.

Holding Tank Pumper's Signature Pauline Dube Date 8-11-09

Municipal Officers Statement

- I (we) have reviewed the information submitted in support of this application.
- I (we) find that the installation of the holding tank will not violate any local ordinances.
- I (we) will authorize the LPI to enforce the requirements of this agreement, the Subsurface Wastewater Disposal Rules and any local ordinances, including recordkeeping and required pumping.
- I (we) recommend that the LPI issue the necessary permits for the installation of the holding tank.

Signature Rathorne Miller Title Chair Select Board Date 8/17/09
Signature [Signature] Title Selectman Date 8/17/09
Signature [Signature] Title Select person Date 8/17/09

Local Plumbing Inspector's Statement

I have reviewed this application and find that the issuance of a permit for the holding tank complies with the Subsurface Wastewater Disposal Rules and all pertinent local ordinances.
Additional Requirements: _____

Signature [Signature] Date 09/02/09

- (b) Setbacks: For a site that does not comply with the minimum first-time system setback distances in Section 7, variances must be processed in accordance with Section 7(B) (Department review required).

C. CRITERIA USED FOR APPROVAL

1. An application, an HHE-200 Form, a Variance Request Form (HHE-204 Form) and Review Fee must be submitted to the LPI or Department, demonstrating the criteria set forth in this Section.
2. There is no practical alternative for wastewater disposal, such as access to public sewer;
3. There is no conflict with Shoreland Zoning;
4. The relative suitability of a proposed first-time disposal system is determined by summing the points, from Tables 7A through 7C, for the various soil, site and engineering features associated with the proposed installation. The phrase "not permitted" means that a property meeting that designation in any Table in this Section is excluded from consideration for a First-Time System Variance.
5. Minimum point value for sites within the shoreland zoned areas of major waterbodies/courses: Any proposed first-time disposal system located within the Mandatory Zoning Area must have a relative value of at least 65 points to be considered acceptable, unless a local ordinance requires a higher minimum point value to be acceptable.
6. Owner's understanding: The owners' signatures affixed on the application for variance means that it is understood that the proposed system is not in total compliance with the Rules. The owner(s) signature also signifies that:
 - (a) The property owner is aware of the variance, its limitations and costs;
 - (b) The property owner is aware that additional engineering has been proposed to overcome limitations of the existing soils, such as increased separation distance for limiting factor, increased design flow, curtain drain, etc.
7. A deed covenant (HHE-304) may be required for any property which obtains additional points for lot size prior to final approval of a First-Time System Variance. The covenant must stipulate that the subject property cannot be subdivided without prior approval from the LPI or the Department.
8. An 8-1/2-by-11-inch-sized map from the Maine Atlas or a U.S.G.S. topographic survey map must accompany each variance request and must indicate sufficient identification to locate the property.
9. A variance must not be approved for a lot that had a disposal site approved during Municipal or Department of Environmental Protection subdivision review unless the applicant can prove that the site requiring a variance will provide equal or better treatment of the wastewater than the previously approved site.

D. HOLDING TANKS

1. GENERAL

A holding tank is a closed, watertight, non-discharging structure, designed and used to store wastewater for periodic removal via pumping, in lieu of a subsurface wastewater disposal system. Holding tanks are designed and constructed to facilitate ultimate disposal of wastewater at another site. Holding tanks are allowed for first-time systems under limited conditions, pursuant to Sections 7(D)(4), 7(D)(5), and 7(D)(6), and are subject to the following provisions:

- (a) Annual pumping required: Every holding tank must be pumped at least once a year, if the system has been used at all during that year.
- (b) Seasonal conversion not permitted: Holding tanks cannot be used to satisfy the requirements for a Seasonal Conversion Permit under 30-A M.R.S. § 4215 (2).

- (c) Holding tanks may not be used as a first-time system located within the shoreland zoned area of major water courses.
- (d) Water use monitoring: LPI may require the installation of a water meter to monitor the flow to the holding tank.
- (e) Reporting: The owner or agent for the owner of a holding tank shall retain for a period of three years the copies of the pumping records, water use records (if required) and the current agreement between the owner and tank pumper. A copy of these records must be made available to the LPI upon his/her request.
- (f) Holding tank specifications: Newly installed holding tanks must be constructed of the same materials and to the same structural specifications as septic tanks, as specified in Section 7(D)(2). They must be either: a) of monolithic construction (effective May 1, 1999) below the top of the inlet to the holding tank; or b) sealed at the joint with a non-water soluble compound and all holding tanks must have, at a minimum, an 18-inch diameter cleanout cover and a 13-by-17-inch inspection cover over the inlet.
- (g) Installation: Holding tanks must be installed in accordance with Section 7.
- (h) Setbacks: Must meet the setback requirements for treatment tanks.
- (i) Alarm provisions: The holding tank must have visual and audible alarm devices to assure the tank is always pumped before it is full.
- (j)** Number and size of holding tanks: The installation must have a minimum capacity of at least 7 times the daily flow, but not less than 1,000 gallons. Multiple tanks must be installed in series.
- (k) Water conservation: The plumbing in the structure optimizes water conservation and all water closets meet or exceed ASME standard A 112.19.2 (1.6 gallons per flush maximum).
- (l) Discontinuance of Holding Tank: Any structure which utilizes a permanent holding tank permitted after July 1, 1974, as a first-time system, is required to meet first-time criteria for alternate means of subsurface wastewater disposal.

2. APPLICATION PROCEDURE

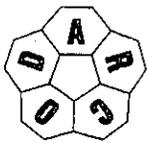
- (a) LPI approval: A holding tank application requires LPI approval.
- (b) Application for a holding tank: A completed application for a holding tank prepared by a Site Evaluator must contain the following: an HHE-200 Form; and a completed holding tank agreement (HHE-233), with the necessary owner and municipality statements.

3. REQUIREMENTS FOR APPROVAL

- (a) LPI Approval: The LPI may approve the permanent use of a holding tank under the following conditions:
 - i. Required by other regulation: A local ordinance or Private and Special Law requires that a holding tank be used for wastewater, or
 - ii. First-Time System: The Municipality has adopted the model holding tank ordinance in these Rules for first-time systems; and
 - iii. No practical alternative: Due to site conditions, lot configuration, or other constraints, the installation of a system, in full compliance with these Rules, is not achievable without the employment of extraordinary measures or extraordinary cost; and

Gyms, not associated with schools	10 gpd per participant plus 3 gpd per spectator plus 12 gpd per employee [1]
Health care facility	add 12 gpd per employee to each
Adult daycare (no overnight, 4 to 8 Hrs. per day)	25 gpd per client
Hospitals, medical	165 gpd per bed (includes laundry)
Hospitals, psychiatric	100 gpd per bed
Nursing/Convalescent home	w/ laundry 125 gpd per bed
Nursing/Convalescent home	w/o laundry 75 gpd per bed
Medical office/Dental office	80 gpd per medical staff, plus 5 gpd per patient
Residential care/ Retirement home	60 gpd per resident
Health clubs	10 gpd per participant plus 3 gpd per spectator plus 12 gpd per employee [1]
Hotels and motels with shared baths	80 gpd per bedroom plus 12 gpd per employee [1]
Hotels and motels with private baths	100 gpd per bedroom plus 12 gpd per employee [1]
Hotels/Motel with kitchen	60 gpd per bed (2 person)
Hotels/Motel without kitchen	50 gpd per bed (2 person)
Laundry, self-service	300 gpd per machine plus 12 gpd per employee [1]
Limited operation hunting camp	45 gpd per owner/occupant plus 12 gpd per hunter/guest
Marina	100 gpd plus 10 gpd per slip or mooring (clothes washers are not included; design flow for clothes washers must be calculated separately); w/bathrooms add 30 gpd per slip; w/o bathrooms add 100 gpd per slip.
Medical offices, clinics, and dental offices	80 gpd per medical staff plus 5 gpd per patient plus 15 gpd/office employee [1]
Nursing Homes	150 gpd per bed plus 12 gpd per employee [1]
Parks and picnic areas, public rest rooms and no showers	3 gpd per attendee or 40 gpd per parking place, which ever is greater, plus 12 gpd per employee [1]
Parks and picnic areas, public rest rooms and showers	8 gpd per attendee or 40 gpd per parking place, which ever is greater, plus 12 gpd per employee [1]
Prison/jail	120 gpd per inmate, plus 12 gpd per employee
Public restrooms	325 gpd toilet, 162 gpd per urinal, or 3 gpd per user
Rooming houses, no meals	180 gpd per house plus 30 gpd per roomer
Recreation/sporting camps	45 gpd per owner/occupant plus 25 gpd per bed/sportsperson
Rental cabins and cottages	50 gpd per bed plus 12 gpd per employee [1]
Rental cabins, housekeeping	50 gpd per cabin, plus 50 gpd per bed
Rental cabins, with no plumbing fixtures	20 gpd per bed
School, Grades Kindergarten to 12	10 gpd per student plus 12 gpd per teacher and other employees; w/cafeteria add 3 gpd per student; w/cafeteria, gym & showers add 8 gpd per student. [1]
School, boarding	75 gpd per student plus 12 gpd per teacher and other employees [1]
Dormitory/Boarding hall (no eating facilities)	40 gpd per student, plus 12 gpd per employee
Service stations	100 gpd per fuel pump cabinet or 250 gpd per toilet plus 12 gpd per employee [1]
Shopping centers or stores, public rest rooms and showers [3]	325 gpd per toilet plus 20 gpd per shower plus 12 gpd per employee [1] Design flows for any eating places or butcher shops must be determined and added to total design flow.
Sports Bars	20 gpd per seat plus 12 gpd per employee [1, 2]
Sports centers	add 12 gpd per employee
Bowling center w/ snack bar	75 gal per lane
Country clubs	60 gal per member or patron
Fitness, exercise, karate or dance center	50 gal per 100 sq. ft.
Tennis and or racquetball courts	300 gpd per court
Gyms/Health clubs (not associated with schools)	10 gpd per member, plus 3 gpd per spectator
Golf course/Driving ranges, only snack food, no showers	250 gpd per toilet

*

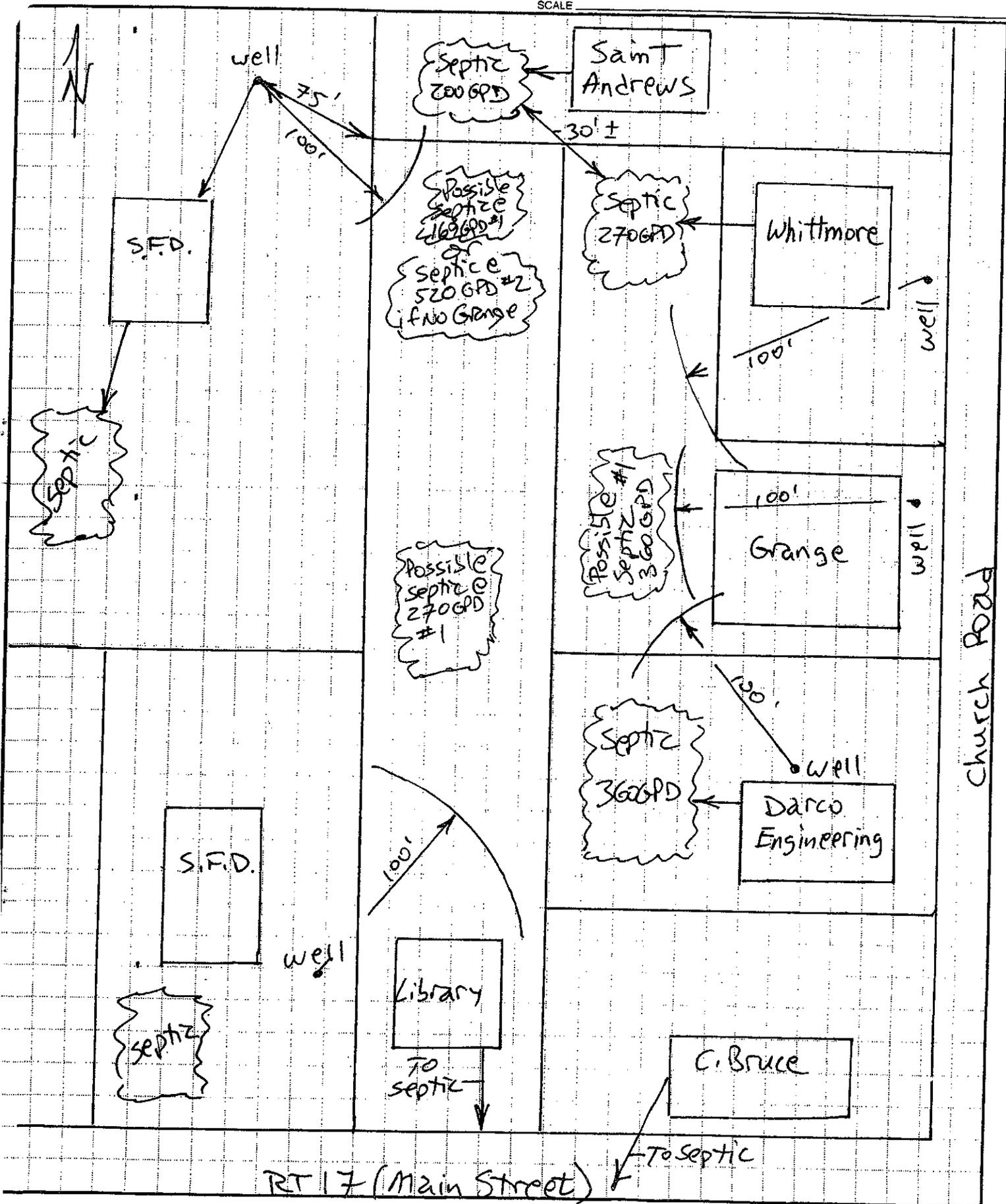


DARCO ENGINEERING PA

8 Church Road
P.O. Box 220
READFIELD, MAINE 04355
(207) 685-4333

JOB Readfield Library
SHEET NO. _____ OF _____
CALCULATED BY _____ DATE 12/8/08
CHECKED BY _____ DATE _____

SCALE _____



Colin Clark
441-7419

STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION



PAUL R. LEPAGE
GOVERNOR

PATRICIA W. AHO
COMMISSIONER

MEMORANDUM

To: All Organized Municipalities

From: Maine Department of Environmental Protection, Shoreland Zoning Unit

Re: Shoreland Zoning Rulemaking effective May 5, 2012; Timber Harvesting in the Shoreland Zone; Certified Contractor Requirements; and the Natural Resources Protection Act

Date: December 7, 2012

.....

Rulemaking:

The Maine Department of Environmental Protection is writing to notify you that rulemaking took effect on May 5, 2012 for amendments to the Chapter 1000, *State of Maine Guidelines for Municipal Shoreland Zoning Ordinances* (Guidelines). The Guidelines serve as the "model shoreland zoning ordinance" for municipalities and establish minimum shoreland zoning requirements statewide.

The amended Guidelines remove the requirement to regulate Resource Protection District zoning around wetlands that contain waterfowl and wading bird habitat. The amendments were done in part due to overlapping jurisdiction of these habitat areas with a separate law, the Natural Resources Protection Act, which will continue to offer some level of protection for these resources. Additionally, these amendments afford landowners much greater flexibility in the use of their land.

Municipalities may choose to remove Resource Protection District zoning adjacent to these wetland habitat areas provided that there is no other condition that would otherwise require a Resource Protection District to remain in such locations (e.g. areas of 2 or more acres of steep slopes or wetland within the shoreland zone, floodplain of rivers and coastal wetlands, and areas of severe bank erosion). Please note that these wetlands must still be shoreland zone protected with a 250-foot shoreland zone. This amendment simply allows the zoning district to be something other than Resource Protection- most commonly a Limited Residential District. Please ensure any local amendments are consistent with approved comprehensive plans.

Conversely, a municipality may continue to regulate these areas with a Resource Protection District. The State is not mandating that municipalities amend their local shoreland zoning ordinance and map to be consistent with this recent rule change. However, should your

AUGUSTA
17 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0017
(207) 287-7688 FAX: (207) 287-7826
RAY BLDG., HOSPITAL ST.

BANGOR
106 HOGAN ROAD, SUITE 6
BANGOR, MAINE 04401
(207) 941-4570 FAX: (207) 941-4584

PORTLAND
312 CANCO ROAD
PORTLAND, MAINE 04103
(207) 822-6300 FAX: (207) 822-6303

PRESQUE ISLE
1235 CENTRAL DRIVE, SKYWAY PARK
PRESQUE ISLE, MAINE 04679-2094
(207) 764-0477 FAX: (207) 760-3143

If a municipality amends its ordinance and/or map, please remember to forward the required attested copy of the amendments to the department for our review and approval.

Timber Harvesting:

For those municipalities that chose either Option 1, the repeal of timber harvesting, or Option 2, the adoption of the statewide timber harvesting standards, this change in the administration and enforcement of timber harvesting in the shoreland zone will become effective on January 1, 2013.

In addition, statutory changes during the last legislative session created additional flexibility regarding timber harvesting. For those municipalities that have either chosen Option 3 or have not made any choice regarding timber harvesting, but have retained the DEP-generated standards, a request can be made to the Division of Forestry, to assist in the administration and enforcement of these standards. Requests need to be submitted to the Director, Division of Forestry, Department of Agriculture, Conservation and Forestry, 22 State House Station, Augusta, Maine 04333-0022. These requests will be reviewed on a case by case basis. Pursuing this option may also require ordinance amendments to reflect the role of the Division of Forestry in the administration of the timber harvesting standards.

Certified Contractors:

Starting January 1, 2013, any excavation contractor that engages in an activity that disturbs, or displaces more than one cubic yard of soil within the shoreland zone must ensure that a person certified by the DEP in erosion and sedimentation control practices is on-site.

The certified contractor must be on-site each day earthmoving activities occur and for a sufficient duration to ensure the proper implementation of erosion and sedimentation control practices. This is required until the site is permanently stabilized.

38 M.R.S.A. § 439-B, defines an excavation contractor as either:

- an individual or firm engaged in a business that causes the disturbance of soil, including grading, filling and removal, or
- in a business in which the disturbance of soil results from an activity that the individual or firm is retained to perform.

This neither applies to municipal employees working on municipal projects nor to homeowners doing the work themselves.

Enforcement of this provision will ultimately occur at the municipal level; however, this requirement is not in the current version of the Guidelines. The department is working on standard language to include in any future amendments to the Guidelines. If you are interested in adding a provision to your ordinance that deals with this subject matter, please contact shoreland zoning staff for assistance. In the meantime, the department suggests adding this requirement to the permit application itself. A simple box in which the applicant can provide the contractor's certification number would be sufficient to assist in ensuring compliance with this new

requirement. In addition, the department's website contains a searchable database of certified contractors. You can access this information at www.maine.gov/dep/land/training/ccec.html.

Again, please contact the department with any questions you may have about the administration and enforcement of this new requirement. For information on contractor certification courses, you can contact Bill Laflamme via email at william.n.laflamme@maine.gov or at (207) 215-9237, or visit the department's website at www.maine.gov/dep/training/npstrc-schedule.html.

Natural Resources Protection Act:

In addition to the shoreland changes, amendments to the Natural Resources Protection Act have also occurred. These changes do not require any action on behalf of the municipality. This update has simply been included for informational purposes only.

Section 20 of Chapter 305 Permit by Rule (PBR) standards has been amended to allow new activities in upland areas on previously undeveloped lots in moderate value inland waterfowl and wading bird habitat. These amendments took effect on June 8, 2012.

To qualify for the PBR process, any new activity must be located at least 150 feet back from the upland edge or forested wetland edge of the inland wetland complex within the waterfowl and wading bird habitat (IWWH). No more than 20 percent of the applicant's land within the habitat may be cleared or developed as a result of the activity. Also, if the new activity takes place between April 15 and July 31, the Department of Inland Fisheries and Wildlife must approve the timing of the activity.

It is important to note that this new allowed activity under PBR applies only in moderate, not high value, IWWH. Moderate value IWWH has been color-coded differently than high value habitats. To find a particular habitat area, go to www.maine.gov/dep/gis/datamaps/, scroll down to the **Bureau of Land and Water Quality - NRPA Bird Habitats - Inland Wading Waterfowl** and click on the Google Earth symbol.

Furthermore, Section 20 has allowed, and continues to allow for up to a 10 percent expansion for an existing development area when located in, on or over a wetland area rated as moderate or high value waterfowl and wading bird habitat, or shorebird nesting, feeding, and staging areas.

Developed area under this PBR section is defined as "the area of property altered including, but not limited to, buildings, driveways, parking areas, wastewater disposal systems, lawns and other landscaped areas, as of June 8, 2006."

For all projects not meeting these PBR standards an individual Natural Resources Protection Act permit will be needed. As a reminder the Natural Resources Protection Act and the shoreland zoning requirements are separate laws. Approval under one does not guarantee approval under the other. Compliance under both sets of standards is required for all projects.

As always, the Department's shoreland zoning staff is available to answer any questions you may have. Thank you.

cc: Regional Planning Agencies

Colin Clark, DEP, Shoreland Zoning Coordinator, Central Maine Regional Office

Eric Hitchcock, DEP, Northern Maine Regional Office

Stephenie MacLagan, DEP, Eastern Maine Regional Office

Mike Morse, DEP, Southern Maine Regional Office

Readfield CEO

From: "Clark, Colin A" <Colin.A.Clark@maine.gov>
To: "Readfield CEO" <Readfield.ceo@roadrunner.com>
Sent: Wednesday, September 18, 2013 9:15 AM
Subject: RE: Rulemaking memo 12-7-12

I looked over that as well and it is referencing "new activities in upland areas" please see the following:

Natural Resources Protection Act:

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For all projects not meeting these PBR standards an individual Natural Resources Protection Act permit will be needed. As a reminder the Natural Resources Protection Act and the shoreland zoning requirements are separate laws. Approval under one does not guarantee approval under the other. Compliance under both sets of standards is required for all projects.

The following is the language from the PBR section that this MEMO info references:

20. Activities located in, on or over high or moderate value inland waterfowl and wading bird habitat, or shorebird nesting, feeding, and staging areas

A. Applicability

- (1) This section applies to activities in existing developed areas located in, on, or over high or moderate value inland waterfowl and wading bird habitat, or shorebird nesting, feeding, and staging areas.
- (2) This section applies to an expansion of up to 10% of an existing development area within a high or moderate value inland waterfowl and wading bird habitat, or a shorebird feeding area, if an individual permit is not otherwise required for activity on the parcel.
- (3) This section applies to activities consisting of cutting or removal of vegetation within high or moderate value inland waterfowl and wading bird habitat, or shorebird feeding or roosting buffer.
- (4) This section applies to new activities, such as the construction of buildings, roads, and driveways, in an upland area on a lot in moderate value inland waterfowl and wading bird habitat and that contains no Development area.

NOTE: If exterior lighting is anticipated to extend into the habitat within the 150 foot setback, the Department may request a detailed lighting plan.

- (5) This section does not apply to an activity that is not or will not be in compliance with the terms and conditions of a permit issued under the *Site Location of Development Law*, 38 M.R.S.A. §§ 481-490, the *Stormwater Management Law*, 38 M.R.S.A. §420-D, or the *Natural Resources Protection Act*, 38 M.R.S.A. §§ 480-A-480-FF.
- (6) This section does not apply to an activity that does not conform to the local shoreland zoning ordinance.

Hope this clears it up a bit let me know if you have any further questions. Thanks for your patience

Colin A. Clark
Shoreland Zoning Coordinator in the Bureau of Land & Water Quality
Maine Department of Environmental Protection
Tel (207) 441-7419 Fax (207) 287-7283
colin.a.clark@maine.gov

From: Readfield CEO [mailto:Readfield.ceo@roadrunner.com]
Sent: Tuesday, September 17, 2013 10:24 AM
To: Clark, Colin A
Subject: Re: Rulemaking memo 12-7-12

Regarding my question 2, the 3rd page of the 12/7/12 memo emphasizes the "...PBR applies only in moderate, not high value, IWWH."

----- Original Message -----

From: Clark, Colin A
To: Readfield CEO
Sent: Monday, September 16, 2013 9:33 AM
Subject: RE: Rulemaking memo 12-7-12

Colin A. Clark
Shoreland Zoning Coordinator in the Bureau of Land & Water Quality
Maine Department of Environmental Protection
Tel (207) 441-7419 Fax (207) 287-7283

colin.a.clark@maine.gov

From: Readfield CEO [<mailto:Readfield.ceo@roadrunner.com>]

Sent: Friday, September 13, 2013 2:05 PM

To: Clark, Colin A

Subject: Rulemaking memo 12-7-12

Colin--

I'll try to define a couple of my questions:

- 1) Can high/moderate rated wetlands associated with a great pond be returned to Limited Residential? Yes the town would have to change the criteria for resource protection in the ordinance and change the designations on the map as well submit that into the department for approval after adoption
- 2) If PBR section 20 applies only to moderate wetlands, what happens with high value wetland applications?
Section 20 applies to both high and moderate value in most cases but for the construction of new buildings, roads, and driveways it would require an individual Natural Resources protection act permit for the work

Also, we cannot seem to open up the website map referenced in the memo regarding NRPA Bird Habitats. Is there now a different one or how else can we get a map of these rated wetlands? I will look into the mapping may be a bad link since the website was last worked on.

Clif

Readfield Planning Board Minutes 08/20/2013 - *DRAFT*

Planning Board Members present: Paula Clark, Chair; Jay Hyland, Bill Buck, Jim Schmidt

Absent: Andrews Tolman, Jack Comart, Don Witherill, Bruce Hunter

Others present: Clif Buuck (CEO), Mark Hiendlmayr, Linda Phillips and Elizabeth Reinsborough

Public Hearing – Mark Hiendlmayr – application to demolish an existing non-conforming dwelling and reconstruct it: Paula Clark called the public hearing to order at 7:05 pm. A site visit was held prior to the meeting. The ordinance section in regard to reconstruction/replacement of a non-conforming structure was discussed. The side setbacks are in question; roadway setback is not an issue. The location of the well, septic system, and the design of the proposed house were discussed. The proposed driveway in relation to setbacks was discussed.

Discussion regarding the benefits of moving the house a couple of feet in any direction from the sidelines. The house has been reduced in size from the existing one to be demolished but because of the very narrow non-conforming lot it still cannot meet full side setbacks.

MOTION by Bill Buck to close the public hearing at 7:20 pm, **SECOND** by Jim Schmidt; **VOTE** 4-0-0.

The proposed garage was discussed. The dimensions have been reduced to 14' wide x 24' deep. The garage as a separate structure will require a variance and will need to go to the appeals board because it is a new structure.

MOTION by Jim Schmidt to approve the house plan as submitted--that the planning board has the authority to approve, **SECOND** Bill Buck; **VOTE** 4-0-0.

Administrative items:

- The 09/03/2013 meeting was discussed. There are no pending applications at this point. The goal will be to consolidate any business until the meeting on 09/17/2013.
- Minutes of 08/06/2013 and 08/13/2013 were **TABLED**.
- Clif Buuck noted the revision to the land use ordinance submitted in the packet.
- Paula Clark signed the notice of decision on the Perry application.

Meeting adjourned at 7:44 pm.

Recorded by Deborah Nichols