



Fort Fairfield Town Council Monthly Meeting
Council Chambers
Wednesday, May 15, 2019
6:00 P.M.

- I. Roll Call
- II. Prayer
- III. Pledge to the Flag
- IV. Public Comment Period
- V. Correspondence and Reports
 - A. Licenses/Permits – Ms. Sharpe
 - B. Financial Report
 - C. AWS – Mr. Rogeski
 - D. Fiscal Year 2019/2020 Budget Public Hearings and Update
- VI. Old Business
 - A. Update on Tax Acquired Property for 2016 Taxes
 - B. ReEnergy
- VII. New Business
 - A. Donation of computers from ReEnergy
 - B. Proclamation 19-02 50th Anniversary of Municipal Clerks Week
 - C. Vacancy Housing Authority of Fort Fairfield
 - D. Update and Information on Ambulance Service
- VIII. Minutes of the April 17, 2019 Regular Council Meeting
- IX. Warrants: #21; \$170,593.76 #22; \$86,295.93
- X. Other
- XI. Manager's Report
- XII. Executive Session
 - M.R.S.A. §405 Personnel Matter
- XIII. Adjournment



MEMORANDUM

May 15, 2019

To: Town Manager and Town Council
From: Billie Jo Sharpe, Town Clerk
Subject: Licenses and Permits

As of May 15, 2019 we have received a Malt, Vinous, and Spirituous license renewal from Rosella's



MEMORANDUM

April 30, 2019

To: Andrea Powers, Town Manager
From: Ella Leighton, Treasurer
Subject: April Revenue Sharing

We received April Revenue Sharing on 04/30/2019 in the amount of \$11,517.86. This brings our year to date total to \$191,284.42 which is slightly lower (77.44%) than our budgeted total. Year to date we are \$14,550.68 less than our budget.

History shows that we usually receive smaller amounts in March and April with an adjusted increase in May and June.



MEMORANDUM

May 07, 2019

To: Andrea Powers, Town Manager
From: Ella Leighton, Treasurer
Subject: Return on Investments

We have received April statements for CDARS and ICS investments. CDARS accounts had an interest income of \$2,365.99 and ICS accounts had \$200.63 for a combined total of \$2,566.62.



MEMORANDUM

TO: Town Council/Town Manager
FROM: Ella Leighton
DATE: May 10, 2019
SUBJECT: Update on Tax Acquired Property for 2016 Taxes

The following is an update on properties that became Tax Acquired on March 06, 2019 for 2016 taxes and the status of each:

- (A) TAMMIE SOUCY – 32 FOREST AVENUE – Total Taxes Due \$4,638.40
Assessed Value is \$42,700: Agreement pending
- (B) PAUL MORGAN – DORSEY ROAD – Total Taxes Due \$441.54
Assessed Value is: \$2,900 : Sold for \$500
- (C) ANDREW BUGBEE – East Limestone Road – Total Taxes Due \$884.14
Assessed Value is: \$6,800 : Sold for \$1000
- (D) CONNIE & ED FRANZ – 208 Sam Everett – Total Taxes Due \$2,477.83
Assessed Value is: \$26,300: Sold for \$2500
- (E) ARNOLD SHARP – Depot Street – Total Taxes Due \$408.70
Assessed Value is: \$2,600: Agreement pending
- (F) MICHAEL EDMUNDS – 38 High Street – Total Taxes Due \$13,138.27
Assessed Value is: \$140,700: Agreement signed and first \$300 payment made 5/9/2019

SITE REDEVELOPMENT
AGREEMENT

This Site Redevelopment Agreement (the “Agreement”) dated the ___ day of May, 2019, by and between ReEnergy Fort Fairfield LLC (“ReEnergy”), a Delaware limited liability company with offices at 30 Century Hill Drive, Suite 101, Latham, New York 12110, and the Town of Fort Fairfield (the “Town”), a Maine municipal corporation and body politic with offices at 18 Community Center Drive, Fort Fairfield, Maine 04742.

WITNESSETH:

WHEREAS, ReEnergy owns approximately 32 acres of land (the “Site”) located at 78 Cheney Grove Road in the Town of Fort Fairfield, Maine, as more particularly described in Exhibit A attached hereto and made a part hereof, as well as the improvements on the Site that were used in the generation of renewable electricity (the “Facility”); and

WHEREAS, the Facility has ceased operations, and ReEnergy and the Town desire to collaborate to redevelop the Site for an alternative business enterprise; and

WHEREAS, in order to allow for the redevelopment of the Site, ReEnergy will demolish the Facility and then convey title to the Site to the Town;

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. Demolition Activities. ReEnergy agrees to demolish and remove, at its expense, all of the improvements at the Facility down to grade level (leaving the foundations, other below-grade improvements and paved areas on the Facility as-is, as well as interconnection improvements located on the Site) (the “Demolition”). ReEnergy expects to complete the Demolition on or about October 1, 2019 but the actual date of completion may vary and the Closing (as defined below) shall be automatically extended until the completion of the Demolition, provided however, that if the Demolition is not completed by May 1, 2020 then either party shall have the right to terminate this Agreement upon written notice to the other party, and the parties shall thereafter have no further rights or obligations hereunder. In addition, ReEnergy will have a Phase I Environmental Site Assessment (“Phase I ESA”) conducted for the benefit of the Town as a reliance party to confirm that there are no “recognized environmental conditions” (as such term is used in ASTM Standard Practice E 1527-13) with respect to the Site, which Phase I ESA must be satisfactory to the Town in its reasonable judgement. In the event that the Town is not satisfied with the completion of the Demolition or with the results of the Phase I ESA, then the Town shall promptly provide written notice thereof to ReEnergy and unless ReEnergy is able to correct the matters with which the Town is not satisfied within 30 days after receipt of such notice, this Agreement shall terminate and the parties shall have no further rights or obligations hereunder. In the event that the Town shall accept title to the Site at the Closing, then the Town shall be deemed to have accepted ReEnergy’s performance of the Demolition and the results of the Phase I ESA, and all covenants, conditions and obligations herein shall merge into the deed to the Town described below.

2. Transfer of Title to the Site. Within 10 business days after completion of the Demolition described in Section 1 and the approval of the Phase I ESA by the Town, ReEnergy will convey title to the Site to the Town via a quitclaim deed, at no cost to the Town, and the Town will accept title to the Site (the date of the transfer of title to the Site to the Town is referred to herein as the "Closing"). ReEnergy agrees that at the time of the Closing the Site will be free and clear of all liens and encumbrances, other than (i) any lien for real or personal property taxes that may be due at such time, (ii) existing easements, conditions, and restrictions of record, and (iii) any state of facts that a survey or an inspection of the Site would disclose, provided that such facts do not render title unmarketable. Otherwise, the Town agrees that ReEnergy will convey the Site to the Town in its "as is, where is" condition following Demolition, with all faults, and without representation, warranty or guaranty of any kind or nature, express or implied. To the extent permitted by law, the Town hereby knowingly, unconditionally and expressly waives its right to receive a property disclosure statement from ReEnergy pursuant 33 M.R.S. § 193, it being the express intent of the parties that the investigation of any and all matters relating to (i) the identification of any means of access including but not limited to any abandoned or discontinued town ways, public easements or private roads located on or abutting the Site, and (ii) the identification of the party or parties responsible for the maintenance of any abandoned or discontinued town way, public easement or private road located on or abutting the Site (including any responsible road association) shall be the sole responsibility of the Town and shall be performed as part of the Town's examination of all other matters of title respecting the Site. If such investigations shall be unsatisfactory to the Town in the Town's reasonable discretion, the Town shall have the right to terminate this Agreement by written notice to ReEnergy. By execution of this Agreement, the Town hereby releases ReEnergy from and against any and all claims, losses, costs, liabilities, expenses, demands or obligations whatsoever arising from or related to the Town's waiver hereunder of any requirements of 33 M.R.S. § 193.

3. Redevelopment of the Site. ReEnergy will endeavor to collaborate with the Town for at least one year after the Closing to identify parties that may be interested in redeveloping the Site for a new business enterprise, provided however, that the obligations of the parties hereunder are not contingent upon such collaboration. Neither this Agreement nor any other understanding between the parties creates any joint venture or partnership obligations. Furthermore, nothing herein shall obligate ReEnergy to expend funds, extend credit, perform or accept any condition or obligation, or to undertake or abstain from any particular action by or at the direction of, or for the benefit of, the Town or any third party.

4. Access to the Site. ReEnergy agrees that prior to the Closing the Town shall have the right to visit the Site with prospective developers, or for any other reason associated with the redevelopment of the Site, provided that the Town gives ReEnergy reasonable prior notice of its desire to access the Site, and that a ReEnergy representative shall accompany the persons visiting the Site and such visits shall be conducted in a manner that does not interfere in any way with the demolition work described in Section 1 above. The Town agrees for itself, and its agents, invitees, contractors, and employees that any such entry shall be at its own risk and the Town shall indemnify and hold harmless ReEnergy from and against any and all claims, costs, expenses, damages and fees incurred as a result of or in defense of any claim asserted against ReEnergy arising by, through, or under the Town as a result of the exercise of the Town's rights under this Section 4.

5. No Brokers. ReEnergy and the Town each represents and warrants to the other that it has not dealt with any broker or finder in connection with this transaction. ReEnergy and the Town agree to indemnify and hold the other harmless from and against any and all claims for brokerage or finder's fees or other similar commissions or compensation made by any and all brokers or finders claiming to have dealt with the indemnifying party in connection with this Agreement or the consummation of the transaction contemplated hereby. The obligations of the parties under this Section shall survive the Closing.

6. Force Majeure. A delay or failure of performance hereunder by either party shall not constitute a default under this Agreement if such delay or failure of performance is caused by an act of God or other event of force majeure.

7. Modifications. This Agreement may not be modified or amended except in writing signed by or on behalf of both parties by their duly authorized officers.

8. Assignments. Neither party may assign its rights under this Agreement without the prior written consent of the other party, such consent shall not be unreasonably withheld. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and permitted assigns.

9. Entire Agreement. This Agreement and any Exhibits attached hereto constitute the entire Agreement and understanding between the parties and supersede all prior negotiations, agreements and understandings between the parties relating to the subject matter of this Agreement.

10. Severability. In the event that any of the provisions, portions, or applications of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, ReEnergy and the Town shall negotiate an equitable adjustment in the provisions of this Agreement with a view toward effecting the purpose of this Agreement, and the validity and enforceability of the remaining provisions, portions, or applications thereof shall not be affected thereby.

11. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maine.

12. Notices. Any notice or other communication required to be given under this Agreement shall be made in writing, shall be deemed given when received, and shall be personally delivered or sent by registered or certified mail or via a reputable overnight courier service that provides confirmation of delivery, to the following addresses. Notice may also be delivered by email to the email addresses provided below, provided however, that email notice shall only be effective with evidence of receipt by the primary addressee, to be effective as of the date of receipt if received by 4:00 p.m. Eastern time, or the next business day if received thereafter.

To ReEnergy:

ReEnergy Fort Fairfield LLC
30 Century Hill Drive, Suite 101
Latham, New York 12110
Attn: Chief Risk Officer
Email: wralston@reenergyholdings.com

To the Town:

Town of Fort Fairfield
18 Community Center Drive
Fort Fairfield, Maine 04742
Attn: Town Manager
Email: _____

13. Default. In the event that either party shall default in its obligations hereunder, the non-defaulting party shall have the right to terminate this Agreement as its sole remedy in lieu of any and all other remedies. Neither party shall have the right of specific performance.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

ReEnergy Fort Fairfield LLC

Town of Fort Fairfield

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Exhibit A

Legal Description of the Site

PARCEL I

A certain piece or parcel of real estate situated in part on Lots #9 and #10, formerly "D" Township, now Fort Fairfield, Aroostook County, Maine, bounded and described as follows to wit:

Commencing at an iron pipe at the southwest corner of said Lot #9; thence running north nineteen degrees eighteen minutes east (N 19°18' E) nine hundred sixty-nine (969) feet to an iron pin at the southwesterly line of West End Tract Subdivision, and Subdivision being recorded at the Southern Aroostook Registry of Deeds at Houlton, Maine in Book of Plans 5, Page 65, reference to said Plan being expressly made and had; thence running south thirty-two degrees twenty-five minutes east (S 32°25' E) along said West End Tract three hundred ninety-six and one-tenth (396.1) feet to an iron pipe; thence running south fifty-seven degrees thirty-five minutes West (S 57°35' W) twenty-four and seventy-five hundredths (24.75) feet to an iron pipe; thence running south thirty-two degrees twenty-five minutes east (S 32°25' E) seven hundred seventy-five and six-tenths (775.6) feet to an iron pipe; thence running north fifty-seven degrees thirty-five minutes east (N 57°35' E) twenty-four and seventy-five hundredths (24.75) feet to an iron pipe; thence running south thirty-two degrees twenty-five minutes east (S 32°25' E) three hundred thirty-eight and three-tenths (338.3) feet to an iron pin at the southeasterly corner of Lot #17 of said West End Tract Subdivision; thence running south seventy degrees eighteen minutes east (S 70°18' E) two hundred ninety-five and three-tenths (295.3) feet to an iron pipe at the northwesterly limit of the Cheney Grove Road, so-called; thence running southwesterly concentric with a one hundred fifteen (115) foot radius curve one hundred twenty-nine and five-tenths (129.5) feet to an iron pipe located on the westerly limit of said Cheney Grove Road; thence running south nineteen degrees thirty-three minutes west (S 19°33' W) one hundred forty-six (146) feet to an iron pipe, the beginning of a curve; thence running southwesterly and westerly concentric to a one hundred fifteen (115) foot radius curve one hundred thirty-nine and four-tenths (139.4) feet to an iron pipe; thence running north seventy-one degrees fifty-nine minutes west (N 71°59' W) one hundred six and nine-tenths (106.9) feet to an iron pipe at the easterly line of a one hundred (100) foot easement conveyed by Alton Clark to Maine Public Service Company by his Quitclaim Deed dated January 2, 1962 and recorded in said Registry of Deeds in Book 841, Page 441, reference thereto being made and had; thence running south nineteen degrees four minutes west (S 19°4' W) along the easterly line of the aforesaid easement conveyed by Alton Clark to Maine Public Service Company three hundred seventy-five and five-tenths (375.5) feet to an iron pipe at the northerly limit of land now owned or occupied by the Bangor and Aroostook Railroad Company; thence running west along the northerly limit of said Bangor and Aroostook Railroad Company land six hundred eighty-four and five-tenths (684.5) feet to an iron pipe; thence running north nineteen degrees eighteen minutes east (N 19°18' E) eight hundred fifty (850) feet to an iron pipe; thence running north seventy degrees forty-two minutes west (N 70°42' W) five hundred sixty-one (561)

feet to an iron pipe at the point of beginning; containing twenty-seven (27) acres, more or less. All bearings are calculated compass bearings.

Being the same premises according to Plan and Survey of Lee A. Doody, Jr., RLS No. 345 dated September 27, 1985, entitled "Part of Lots 9 & 10, "D-TWP" - Fort Fairfield - Aroostook - Maine," said plan being recorded in said Registry of Deeds in Plan Book 36, Page 45, reference thereto being made and had.

The foregoing bearings are magnetic as of September 27, 1985.

Meaning and intending to convey, and hereby conveying, all of the premises conveyed to Fairfield Energy Venture, L.P. by the Inhabitants of the Town of Fort Fairfield by deed dated December 15, 1985 and recorded December 23, 1985 in the Aroostook County Registry of Deeds in Book 1861, Page 289.

PARCEL II

Also conveying the appurtenant easement for the construction, operation, maintenance and replacement of a service road and subsurface water and sewer lines as more fully described in an Easement Deed from Maine Public Service Company to the Town of Fort Fairfield, dated December 9, 1985 and recorded in the Southern Aroostook County Registry of Deeds in Volume 1861, Page 287.

PARCEL III

Also conveying the appurtenant easements and rights contained in a Deed of Easement and Agreement from the Town of Fort Fairfield and Interstate Food Processing Corporation to Fairfield Energy Venture, L.P., dated June 5, 1987 and recorded on July 15, 1987 in the Aroostook County Registry of Deeds in Book 2005, Page 1, as such Deed of Easement and Agreement is amended by a First Amendment to Deed of Easement and Agreement dated December 18, 1987, which document was recorded January 27, 1988 in the Aroostook County Registry of Deeds in Book 2055, Page 306.

PARCEL IV

Also conveying the appurtenant easements and rights contained in a Joint Use Agreement by and between Fort Fairfield Utilities District and Fairfield Energy Venture, L.P. dated January 13, 1987 and recorded February 6, 1987 in the Aroostook County Registry of Deeds in Book 1960, Page 255.

PARCEL V

Also conveying a certain lot or parcel of land situated on the northerly side of the Bangor and Aroostook Railroad Company and being a part of Lot #10, formerly "D" Township, now Fort Fairfield, Aroostook County, Maine, and being further bounded and described as follows, to wit:

Commencing at a one-inch (1") iron pipe, identification cap #345, driven flush with the ground at the southwest corner of Lot #9; thence on a magnetic bearing of south seventy degrees forty minutes east (S 70°40' E) along the land of Fairfield Energy Venture, L.P., as described in a deed recorded in the Southern Aroostook Registry of Deeds in Book 1861, Page 289 for a distance of two hundred sixty-four and seven-tenths (264.7) feet to a one-inch (1") iron pipe, identification cap #1219, which pipe is the true point of beginning; thence south seventy degrees forty minutes east (S 70°40' E) along the land of Fairfield Energy Venture, L.P. for a distance of two hundred ninety-five and seven tenths (295.7) feet to a one inch (1") iron pipe, identification cap #345, buried under the existing chain link fence; thence south nineteen degrees eighteen minutes west (S 19°18' W) along the land of Fairfield Energy Venture, L.P. for a distance of eight hundred fifty and zero-tenths (850.0) feet to a one-inch (1") iron pipe, identification cap #345, driven flush; thence north eight-three degrees thirty-five minutes west (N 83°35' W) along the northerly line of land of the Bangor and Aroostook Railroad Company right-of-way for a distance of three hundred three and three-tenths (303.3) feet to a one-inch (1") iron pipe, identification cap #1219; thence north nineteen degrees, eighteen minutes east (N 19°18' E) for a distance of nine hundred seventeen and eight tenths (917.8) feet to the point of beginning.

The herein described parcel of land contains six (6) acres and is a portion of the land conveyed to Joan Marie Kircher by Marie D'Aquilla by her Warranty Deed dated January 21, 1989 and recorded in said Registry of Deeds in Book 2158, Page 214.

Bearings and distances are from a plan of survey entitled, "Standard Boundary Survey, Property to be Conveyed to Fairfield Energy Venture, L.P. by Joan Marie Kircher being a Part of Lot 10 ("D" T.W.P.) in Fort Fairfield, Aroostook County, Maine surveyed by Doody, Blackstone & Bubar, 1 Hatch Drive, Suite 260, Caribou, Maine, April 10-11, 1991, 1"=100'."



Town of Fort Fairfield

18 Community Center Drive – Fort Fairfield, Maine 04742
Tel. (207) 472-3800 – Fax (207) 472-3810
www.fortfairfield.org



Ms. Kimberly Ellis
IT Manager
ReEnergy Holdings LLC
267 Diamond Rd
Livermore Falls, ME 04254

Dear Ms. Ellis,

We received donations today from ReEnergy of computers, monitors and a printer, you have made our day! The Town of Fort Fairfield acknowledges your in-kind gift and we appreciate your support of our community in this manner, thank you for your contribution. The Town will make sure that the computers, monitors and printer will be put to use for families in need.

I can't tell you how much I appreciate your support for our community. Our goal is to make sure that every citizen has access to today's technology. While we serve most of our citizens through our Fort Fairfield Public Library, your kind donation will go a long way in ensuring we reach even more families.

Thank you! You have made a real difference in the lives of the citizens we serve. It means the world to us!

With gratitude,

Andrea L. Powers, MPA
Town Manager



MEMORANDUM

May 15, 2019

To: Town Manager and Town Council
From: Billie Jo Sharpe, Town Clerk
Subject: Municipal Clerks Week

Background: The International Institute of Municipal Clerks (IIMC) initiated the Municipal Clerks Week back in 1969 to celebrate the contributions of municipal Clerks in local government. Our profession is one of the oldest documented roles in government.

The proclamation (attached) proclaims the week of May 5, 2019 through May 11, 2019 as Municipal Clerks Week throughout the Town of Fort Fairfield and gives special thanks and recognition to the contributions of the Municipal Clerk in local government

Recommendation: Town Council sign Proclamation 19-02, Municipal Clerks Week.



MEMORANDUM

May 15, 2019

To: Town Council and Town Manager
From: Billie Jo Sharpe, Town Clerk
Subject: Appointment of Housing Authority Board Member

The Housing Authority of Fort Fairfield has provided a letter of recommendation for Dan Ayoob to serve the remainder of Steve Lewis' term as Mr. Lewis is stepping down from the Board of Commissioners.

Mr. Ayoob's term would be effective June 1, 2019 and run through December 31, 2019.

Recommendation: That Town Council appoints Daniel Ayoob to the Fort Fairfield Housing Authority Board of Commissioners, for a term beginning June 1, 2019 through December 31, 2019.



MEMORANDUM

April 19, 2019

To: Andrea Powers, Town Manager

From: Ella Leighton, Treasurer

Subject: Cash Flow

Warrant #21 in the amount of \$170,593.76 was completed on 04/18/2019. This leaves us an excellent cash flow. We now have with a checking balance of \$502,637.84; Machias Savings balance of \$5,000.00; CDARS balance of \$1,474,763.00 and ICS balance of \$162,878.00.



MEMORANDUM

May 13, 2019

To: Town Council
From: Andrea L. Powers, MPA, Town Manager
Subject: Ambulance

The Town of Fort Fairfield and Crown Ambulance were unable to come to a contract negotiation agreement for ambulance service to the Town of Fort Fairfield. Our contract with Crown ended May 1, 2019 as you were aware when we spoke of the issue.

I spoke with the City Manager in Caribou and with the Town Manager in Presque Isle to see if we could arrange for a short term contract to provide ambulance service to Fort Fairfield and split the responsibilities of service between the two communities. The City of Caribou was unable to accommodate us at the time. Presque Isle was able to negotiate a short term contract with us.

To maintain service and response times the Town of Fort Fairfield also added our Police Department as trained first responders to our 911 calls. This enables a quick response time and they are equipped with AED's as well. The first aid and life saving measures they can provide to the Town's 911 calls is immeasurable.

We now need to start focusing on what the Town Council would like to see moving forward.



MEMORANDUM

April 19, 2019

To: Andrea Powers, Town Manager

From: Ella Leighton, Treasurer

Subject: Cash Flow

Warrant #21 in the amount of \$170,593.76 was completed on 04/18/2019. This leaves us an excellent cash flow. We now have with a checking balance of \$502,637.84; Machias Savings balance of \$5,000.00; CDARS balance of \$1,474,763.00 and ICS balance of \$162,878.00.



MEMORANDUM

April 30, 2019

To: Andrea Powers, Town Manager

From: Ella Leighton, Treasurer

Subject: Cash Flow

Warrant #22 in the amount of \$86,295.93 was completed on 04/29/2019. This leaves us an excellent cash flow. We now have with a checking balance of \$479,590.184; Machias Savings balance of \$5,000.00; CDARS balance of \$1,474,763.00 and ICS balance of \$162,878.00.

