

**Readfield Select Board
Regular Meeting
Agenda**

March 23, 2015

Meeting starts: 6:30 PM

Location: Gile Hall

Pledge of Allegiance

- 1. Minutes:** Select Board meeting minutes of March 9, & 17, 2015 - 5 minutes
- 2. Warrant: #19** – 5 minutes

Communications – 30 minutes

- 3.** Select Board communications
- 4.** Town Manager
- 5.** Boards, Committees, Commissions & Departments

Appointments/Reappointments:

- 6.** Conservation – Beth Pritchard

Unfinished Business

- 7.** Town Meeting Warrant – 30 minutes
- 8.** Trail easements criteria: final reading – 5 minutes

New Business:

- 9.** Legal RFP – 10 minutes
- 10.** Town Truck – 10 minutes
- 11.** Employees Logs -5 minutes
- 12.** Computer Use/Email Policy – 5 minutes
- 13.** Other (if needed)

Public Communications:

- 14.** Members of the public may address the Select Board on any topic – 15 minutes

Adjournment

Minutes

Town of Readfield – SELECT BOARD

MINUTES

03/09/2015

6:30 PM

TOWN OFFICE

MEMBERS PRESENT	Sue Reay, Valarie Pomerleau, Allen Curtis, Thomas Dunham, Greg Durgin
MEMBERS ABSENT	
MEETING TYPE	SELECT BOARD MEETING
NOTE TAKER	Tina L. Cagle
ATTENDEES	Interim Town Manager, Theresa Shaw, Milt Wright, Carolyn Armstrong, Gene Carbona, Lorraine H. Wagner, Grace Keene, Kathryn Mills Woodsum, John Parent, Fran Zambella, Lenny Reay, Marion Dunham, Pete Davis

Agenda topics

#1 MINUTES 01/12/15, 01/23/2015 & 01/26/2015	
DISCUSSION	1)
MOTION	Motion by Selectperson Pomerleau to accept as presented.
SECOND	Second by Selectperson Curtis.
PASS/FAIL	Motion passes: 5-0
DISCUSSION	1)
MOTION	Motion by Selectperson Dunham to accept as amended.
SECOND	Second by Selectperson Pomerleau.
PASS/FAIL	Motion passes: 5-0
DISCUSSION	1)
MOTION	Motion by Selectperson Pomerleau to accept as amended.
SECOND	Second by Selectperson Dunham.
PASS/FAIL	Motion passes: 4-0-1 (Durgin not present)
#2 WARRANT #18 REVIEW	
DISCUSSION	1) Review of warrant.
MOTION	Motion by Selectperson Curtis to accept Warrant #18 in the amount of \$338,489.53.
SECOND	Second by Selectperson Dunham.
PASS/FAIL	Motion passes: 5-0
#3 SELECTBOARD COMMUNICATIONS	
DISCUSSION	1) Municipal Resources Inc. will be coming on 04/07/15 for its evaluation. 2) Heritage Days volunteers are needed. 3) The RSU 38 is expecting a 1 mil increase for Readfield Residents 4) Selectperson Curtis will be attending a KVCOG meeting tomorrow night. He will update the Board at the next meeting. 5) The RFP for the Library painting and repairing should go out very soon. Selectperson Dunham will work with Interim Town Manager Shaw on this document.
MOTION	
SECOND	
PASS/FAIL	
#4 TOWN MANAGER	
DISCUSSION	1) Working on the Town Warrant on a daily basis. 2) Things are going ok in the office.
MOTION	
SECOND	
PASS/FAIL	
#5 BOARDS, COMMITTEES, COMMISSIONS & DEPARTMENTS	
DISCUSSION	1)
MOTION	

SECOND	
PASS/FAIL	
#6 SECRET BALLOT	
DISCUSSION	1)
MOTION	Motion by Selectperson Curtis to set the rate of 4% for "Taxes Payable & Interest Rate".
SECOND	Second by Selectperson Pomerleau.
PASS/FAIL	Motion passes: n 5-0
MOTION	Motion by Selectperson Dunham to set the rate of .5% for "Payable Interest".
SECOND	Second by Selectperson Durgin.
PASS/FAIL	Motion passes: 4-1 (Curtis)
MOTION	Motion by Selectperson Curtis to set the amount of \$520,338 for "Roads and Drainage".
SECOND	Second by Selectperson Durgin.
PASS/FAIL	Motion passes: 3-2 (Reay and Dunham)
#7 REGIONAL FUEL PURCHASE	
DISCUSSION	1)
MOTION	Motion by Selectperson Curtis to sign the Fuel Oil Purchase Agreement.
SECOND	Second by Selectperson Dunham.
PASS/FAIL	Motion passes: 5-0
#8 TRAIL EASEMENT CRITERIA	
DISCUSSION	1) Table with no changes
MOTION	
SECOND	
PASS/FAIL	
#9 TOWN MANAGER SEARCH	
DISCUSSION	1) Selectperson Curtis would like to move forward immediately.
MOTION	
SECOND	
PASS/FAIL	
#10 SPIRIT OF AMERICA AWARD	
DISCUSSION	1) Awards will be presented on 5/27 or 5/28. Selectmen will present the following: Norma Grover (Durgin), Sean Harper (Curtis), Duck Pond Wildlife Care Center (Dunham).
MOTION	
SECOND	
PASS/FAIL	
#11 LEGAL COUNSEL	
MOTION	1) An RFP for legal services will be going out shortly. (Consensus)
SECOND	2) Chairperson Reay would like to meet with current legal counsel to discuss charges. (Consensus)
PASS/FAIL	
#12 BUDGET SURVEY	
MOTION	1) Remove budget survey off the website and pull all paper copies from locations.
SECOND	2) Interim Town Manager will get a legal opinion from MMA regarding the survey documents. (Consensus)
PASS/FAIL	
#13 GOVERNMENTAL TELEVISION STATION	
DISCUSSION	1) Time Warner Cable Revenue should be designated to the television station budget.
MOTION	
SECOND	

PASS/FAIL	
	Motion by Selectperson Durgin to extend meeting until 9:15. Second by Chairperson Reay. Motion passes: 5-0
	#14 REVIEW OF RESIDENTS LETTERS
DISCUSSION	1)
MOTION	Motion by Chairperson Reay to allow that each Select Board member may answer each letter they receive as an individual except in the case of town staff and interim town manager. Those letters or comments are not available to the public.
SECOND	Second by Selectperson Curtis.
PASS/FAIL	Motion passes: 3-2 (Durgin & Pomerleau)
	Motion by Selectperson Durgin to extend the meeting until 9:30. Second by Chairperson Reay. Motion passes 5-0
MOTION	Motion by Selectperson Dunham to revisit last motion
SECOND	none
PASS/FAIL	Motion Fails
	#15 PUBLIC COMMUNICATIONS
DISCUSSION	1) Mr. Carbona would like to have more information on the 1 mil increase proposed from the RSU.
	Motion by Selectperson Dunham to allow Mr. Carbona another 3 minutes to speak. Second by Selectperson Pomerleau. Motion passes 3-2. (Curtis & Reay)
MOTION	
SECOND	
PASS/FAIL	
	OTHER
DISCUSSION	1) Consensus of the Board to add a disclaimer on the website regarding the Resident website that has now been created. 2) Consensus of the Board to allow Selectperson Dunham to review the files from executive session regarding the resignation of Mr. Pakulski.
MOTION	Motion by Chairperson Reay to enter into Executive Session per 1 M.R.S.A. § 405(6)(a) at 9:50 pm.
SECOND	Second by Selectperson Curtis.
PASS/FAIL	Motion passes: 5-0

Readfield Select Board
Regular Meeting Minutes March 17, 2015 - Unapproved

Select Board members present: Valarie Pomerleau, Greg Durgin, Thomas Dunham and Allen Curtis.

Others attending: Teresa Shaw (Interim Town Manager), Ann Keilty, Grace Keene, John Parent, Gary Keilty, Milt Wright, John Perry, Marion Dunham and Debora Doten.

Ms. Pomerleau called the meeting to order at 4:31 pm. The Pledge of Allegiance was made.

Secret ballot article review:

- Article – SALARIES: There was a discussion. **Motion** by Mr. Dunham to reopen current Article 3 for discussion, **second** Mr. Durgin; **vote** 4-0. The Board gave unanimous consent to keep the “and or wages” in the article.
- Article – BOARDS & COMMISSIONS: The funding for the cutter will be left in the Conservation Commission but will be for contract services and not for the cutter. John Parent commented a private resident will donate the use of a cutter. Milt Wright commented the brush cutter will be used in various ways for other town services. Liability of the sexton versus a volunteer using the cutter was discussed. **Motion** by Durgin to accept current Article 11 as written except take out ‘tabled’, with the Select Board recommendation of yes, **second** Mr. Dunham; **vote** 4-0.
- Article – BUILDINGS OPERATIONS & MAINTENANCE: Kathryn Woodsum said the Budget Committee recommended ‘no’ because of the security cameras. John Parent said the Budget Committee feels security cameras should be installed at the town office as well as the transfer station for monetary safety reasons. There was a discussion about security cameras and the development of a policy. Deb Doten said in regard to employee safety, \$2,000 is not a lot of money.
- Article – CEMETERY MAINTENANCE: Ms. Pomerleau said the wording was recommended by an attorney. **Motion** by Mr. Durgin to reopen current Article 14, **second** Mr. Dunham; **vote** 4-0. Ms. Pomerleau read the new article. **Motion** by Mr. Durgin to recommend a ‘yes’ vote on the cemetery maintenance budget as updated, **second** Mr. Dunham; **vote** 4-0.
- Article – HERITAGE DAYS: This has been updated as per legal counsel. **Motion** by Mr. Durgin to reopen current Article 16, **second** Mr. Dunham; **vote** 4-0. **Motion** by Ms. Pomerleau to accept the Article as updated, **second** Mr. Dunham; **vote** 4-0.
- Article – TRAILS COMMITTEE: **Motion** by Mr. Durgin to approve the trails committee Article to read ‘Shall the Town vote to accept and appropriate an anticipated donation in the amount \$2,700 for the Trails Committee projects? Select Board recommends yes’, **second** by Ms. Pomerleau; *discussion*: John Parent talked about the donation from the resident and the possibility of the Town not receiving the donation. He requested this be remembered for next year so tax dollars can still be appropriated for the Trails Committee. Mrs. Shaw said the potential donor has requested an escrow account be established for the donation. She will check with MMA. Grace Keene suggested asking Sam Tippet. **Vote** 3-1 (Curtis opposed).
- Article – ROADS & DRAINAGE: There was a discussion about vehicle maintenance and associated quotes. The total dollar amount specified is correct for the Budget Committee but they have not met to vote since that amount was updated. The Select Board agrees on the dollar amount as well. There will be additional vehicle maintenance quotes available for the next Select Board meeting. Action **tabled** pending additional quotes.
- Article - CAPITAL IMPROVEMENTS (1): Changes were discussed. **Motion** by Mr. Dunham to reopen the current Article 21, **second** Ms. Pomerleau; **vote** 4-0. **Motion** by Mr. Curtis to accept current Article 21 as re-written, to read ‘Capital Improvements for Fairgrounds and Transfer Station – Shall the Town vote to appropriate \$46,645 for the Capital Improvements for Fairgrounds and Transfer Station

budget category for the following budget lines with all accounts to be carried forward? Fairgrounds Athletic Fields \$8,645; Transfer Station \$38,000. Select Board recommends yes, Budget Committee recommends yes'. **Second** Mr. Dunham; **vote** 4-0.

- **Article** – CAPITAL IMPROVEMENTS (2): Changes are similar to the above Article. **Motion** by Mr. Durgin to reopen the current Article 22, **second** Mr. Curtis; **vote** 4-0. **Motion** by Mr. Curtis to accept the current Article 22 as re-written, to read 'Capital Improvements for Equipment and Maranacook Dam – Shall the Town vote to raise and appropriate \$39,200 for the Capital Improvements for Equipment and Maranacook Dam budget category for the following budget lines with all accounts to be carried forward? Equipment \$11,200, Maranacook Lake Dam \$28,000. Select Board recommends yes, Budget Committee recommends no'. **Second** by Mr. Durgin. Mr. Curtis withdrew his motion. Action **tabled** pending additional quotes and information on the truck. John Parent noted the holder is included in this Article and will need to be removed.
- **Article** – OVERDRAFTS: The Board is unable to determine a dollar figure at this point. There was a discussion. Ms. Pomerleau noted this is a pending question with MMA Legal and there is a plan to discuss this at the next Select Board meeting. Kathryn Woodsum suggested checking with the Town of Jay. Milt Wright suggested a change in wording. There was a discussion about legal counsel. The Board directed Mrs. Shaw to contact legal/Bernstein Shur regarding the dollar amount and the phrasing 'not to exceed'. John Perry suggested a dollar amount based on historical figures. Action **tabled** until the next Select Board meeting. Mr. Durgin will work on a historical 5-year figure.
- **Article** - PLAYGROUND: Updates were noted. **Motion** by Mr. Curtis to reopen the playground Article, **second** Mr. Dunham; **vote** 4-0. **Motion** by Mr. Curtis to accept the current Article 38 to read 'Shall the Town vote to close the Playground account in the amount of \$1,095 and donate said money to the RSU #38 for the purpose of maintenance of the Readfield Elementary School Playground? Select Board recommends yes, Budget Committee recommends yes'. **Second** Mr. Durgin; **vote** 4-0.
- **Article** – REVENUES: There was a discussion. Action **tabled** until the next Select Board meeting.
- **Article** – INCREASE LINE ITEM BY 5%: Legal has advised the Town this is not needed as the Town Manager is able to do this within the budget categories. **Motion** by Mr. Curtis to reopen current Article 43 - increase line item by 5%, **second** Mr. Durgin; **vote** 4-0. **Motion** by Mr. Durgin to not include any Article in the official warrant to increase line item by 5%, **second** Mr. Durgin; **vote** 4-0.
- **Article** – LAND USE ORDINANCE: Changes were discussed. John Parent suggested listing the appropriate sections of each Land Use Ordinance change. Milt Wright commented on the vague wording in the informational handout. Mrs. Shaw will follow up with Paula Clark. Action **tabled** until further information is known.
- **Article** – TRAILS AGREEMENTS/EASEMENTS: There was a discussion. Mr. Durgin said he does not want the Select Board to appear 'anti-trail' with the use of no tax dollars in the wording. Gary Keilty explained his opinion on easements. There was a continued discussion. **Motion** by Mr. Durgin to accept the following for trail agreements/easements as the Board deems necessary: 'Shall the Town vote to authorize the Select Board to enter into trail easements and agreements based on criteria established by the Select Board, with private property owners as negotiated by the Trails Committee for trails/pathways on private property', **second** Mr. Curtis; **motion** to amend by Mr. Dunham to change to 'as the Board deems appropriate', **second** Mr. Curtis; **vote** on amendment 4-0; *discussion* – Mr. Curtis said he would vote in agreement even though it was against his personal belief. He said the trails are a positive feature for the Town. **Vote** on original motion as amended 4-0.
- **Article** – TRAIL AGREEMENT: **Motion** by Mr. Durgin to include in this year's warrant a Community Pathway Trail Agreement to include a corrected spelling of 'previous' to 'previously' signed trail agreement between the Town of Readfield and the Union Meeting House for a pathway, **second** Mr. Curtis; **vote** 4-0.
- **Article** – ACCEPTANCE OF NEW TOWN ROADS: The proposed rewording was discussed. **Motion** by Mr. Dunham to reopen current Article 49 - Acceptance of New Town Roads, **second** Mr. Curtis; **vote**

4-0. **Motion** by Mr. Curtis for the Acceptance of New Town Roads Article to read 'Shall ordinances entitled Acceptance of New Town Roads' adopted in 1986 and in 1990 be repealed because new Road Standards were adopted as part of the Land Use Ordinance adopted June 12, 2014, **second** Ms. Pomerleau; there was discussion on the word 'adoption'. Grammatical corrections were noted. **Vote** 4-0.

- Article – TAX LEVY: Action **tabled** based on total dollar amount is unknown.
- Article – REDUCE THE TOTAL TAX COMMITMENT: Action **tabled** until further discussion at the next Select Board meeting.
- Article – ORDINANCE ENTITLED TOWN OF READFIELD ADMINISTRATION ORDINANCE: **Motion** by Mr. Curtis to address the ordinance entitled Town of Readfield Administration Ordinance, **second** by Ms. Pomerleau; **vote** 4-0. **Motion** by Mr. Dunham that the Article Ordinance Entitled Town of Readfield Administration Ordinance read "(Mr. Dunham read the Article as it appeared in the draft handout, except to drop the bullet that was crossed out)", **second** Mr. Curtis; there was a discussion on grammatical corrections. **Vote** 4-0.
- Article – TOWN MEETING VOTE: **Motion** by Mr. Curtis to reopen the Article entitled Town Meeting Vote, **second** Ms. Pomerleau; **vote** 3-1 (Dunham opposed). **Motion** by Mr. Curtis for the Article on the warrant for a Town Meeting Vote should read 'do you advise the Town to vote by secret ballot on warrant articles at the 2016 Annual Town Meeting?', **second** Ms. Pomerleau; *discussion* – Mr. Dunham said he wants it to read like it did previously. **Vote** 0-4. The language 'should the Town continue to use the secret ballot process for the 2016 annual Town Meeting' was so **moved** by Mr. Curtis, **second** Mr. Durgin; **vote** 3-1 (Dunham opposed).

Meeting adjourned at 7:22 pm.

Recorded by Deborah Nichols

Warrant

Town Manager

Town Manager

I have had a few interesting tidbits come across my desk this past week.

1. Robin contacted Pettengill Printing for a quote for printing municipal ballot envelopes in a #10 envelope for returning the ballot and a #11 envelope for sending the ballot. The quote came back as 1500 #10 envelopes for \$119.50 and 1000 #11 envelopes for \$80.00. These prices are a lot different than the prices she received earlier for the State size envelopes for \$1,158.50 and \$199.50 for the standard envelopes.
2. I received a call from Robert Bittar asking what it would take to purchase a piece of property from the town. The property is a triangle located between Route 17 and Mill Stream Road. I have come to understand the Town of Readfield foreclosed on it in 1991. If anyone wished to look it up on the tax maps it is Map120 Lot 016.
3. KVCOG is asking if we would like to participate in the Household Hazardous Waste Disposal Event on May 16, 2015. A planning meeting will be held April 8th at Augusta Public Works building. Glen Hawes usually attends this meeting.
4. I would like to ask the board if they wished to send Mr. Brown a thank you note and a gift card for being our moderator for the two informational meetings. I would like your direction.
5. Library Painting RFP as requested last regular Select Board Meeting.
6. Cemetery Rock wall RFP as requested last Select Board Meeting.
7. Heating Agreement with Downeast Energy for Propane for next fiscal year Permission to sign.



TOWN OF READFIELD

8 OLD KENTS HILL ROAD □ READFIELD, MAINE 04355

Tel. (207) 685-4939 □ Fax (207) 685-3420

Email: readfield@roadrunner.com

REQUEST FOR PROPOSALS Library Building Painting

The Town of Readfield, Maine is seeking proposals to paint the north (rear) and west sides of the Readfield Public Library, as follows:

Scope of Work

Bids should include material and labor for the following tasks:

- 1) Scrape and prepare all surfaces,
- 2) Caulk or fill all siding as needed, and
- 3) Paint all surfaces with Sherwin-Williams "emerald" satin white paint, or similar quality paint or stain (as approved by the Town).

Contractors must be EPA or state certified to work with lead paint.

Work will be scheduled and implemented to minimize impact on Library operations, weather permitting.

Proposals are due in sealed envelopes by **3:00 PM** on _____, _____, **2015** and will be publicly opened at that time at the Readfield Town Office, 8 Old Kents Hill Road, Readfield, ME. 04355. Each envelope must be clearly marked "Library Painting Proposal". The Select Board will consider a contract award at a meeting on _____, _____, 2015, starting at 6:30 PM.

All proposals shall be considered active for thirty days. The Select Board reserves the right to accept or reject any and all proposals.

For any questions, please contact the Town Manager or Head of Maintenance at: 207-685-4939.

Case and Readfield Corner Cemeteries Wall Repairs

How was Scope of Work determined:

- Cemetery Sexton discussed project with Steve Vorpapel, Maranacook Masonry, almost three years ago. This was to help clarify the work for continued placement in the CIP.
- Cemetery Sexton discussed project with technical staff at A. H. Harris & Sons Construction Supplies to determine mortar type in August 2014.
- Cemetery Sexton discussed project with Tony Masciadri, Masciadri Monuments, and Bruce Collette, Collette Monuments in July and August 2014.

Mr. Vorpapel, Mr. Masciadri and Mr. Collette all suggested use of the term "re-pointing " as appropriate.



TOWN OF READFIELD

8 OLD KENTS HILL ROAD • READFIELD, MAINE 04355

Tel. (207) 685-4939 • Fax (207) 685-3420

Email: Readfield@roadrunner.com

Request for Proposals for the Repair of Granite Cemetery Walls at Case Cemetery and Readfield Corner Cemetery

- I. **INTRODUCTION** - The Town of Readfield, Maine (hereinafter, the "Town") is seeking sealed Proposals for the Repair of Granite Cemetery Walls at the Case Cemetery and Readfield Corner Cemetery. All Proposals are to be submitted in sealed envelopes marked "READFIELD CEMETERY WALLS" to the Interim Town Manager, Readfield Town Office, 8 Old Kents Hill Road, Readfield, Maine 04355, by 12:00 p.m. on Monday, April 6, 2015. All proposals will be opened publicly at that time, and any Proposal received after the deadline shall not be considered. No faxed or emailed proposals will be accepted. The Readfield Select Board will consider a contract award on Monday, April 13, 2015.

The Proposal must be signed by the Proposer with full name and address and enclosed in a sealed envelope. Questions regarding this Request for Proposals should be directed toward the Interim Town Manager. Written interpretations to any question will be sent, delivered or called into each person or firm who has taken out a Request for Proposal. Proposers shall acknowledge receipt of all Addenda, whether the Addenda are in response to questions or otherwise issued by the Town and whether the Addenda are received by mail or telephone.

Each Proposer is required to state in its Proposal:

- a per foot fee for repointing and repair of cemetery walls;
- a total separate cost for each cemetery;
- a schedule of work;
- the Proposer's name and place of business and the names of persons or parties interested as principals with it;
- that the Proposal is made without any connection with any other Proposer making any proposal for the same Services;
- and that no person acting for or employed by the Town is directly or indirectly interested in the Proposal or any agreement which may be entered into to which the Proposal relates or in any portion of the profits here from.

The successful Proposer shall be required to sign an agreement substantially similar to the standard Town Services Agreement, a copy of which is attached hereto as Exhibit 1. Before commencing work under the Services Agreement, the successful Proposer shall produce evidence satisfactory to the Town that it and its subcontractors, if any, have secured public liability, automobile and workers' compensation insurance coverage as set forth in Exhibit 1. The Proposer must also provide a certificate of

insurance naming the Town as an additional insured, and must agree to abide by applicable local policies also as set forth in Exhibit 1.

Each Proposer must inform itself of the conditions relating to the area in which the Services shall be performed. Failure to do so will not relieve a successful Proposer of its obligations to furnish all equipment, material and labor necessary to carry out the provisions of the Agreement and to complete the contemplated work for the consideration set forth in this Request for Proposals.

The Town disclaims any and all responsibility for injury to Proposers, their equipment, their agents or others while examining the work site or at any other time.

Proposers are responsible for all of their costs in preparing and submitting proposals hereunder. No Proposals may be withdrawn within a period of thirty (30) days after the opening of bids. Proposers must submit three copies of the proposals.

- 1) SCOPE OF SERVICES – The Scope of Services hereunder is described in the Specifications attached hereto (hereinafter, the “Services”). The Town reserves the right to increase or reduce the scope of work and to adjust the actual contract depending on available funding.
- 2) GENERAL – The Proposal must include all materials, equipment and labor necessary to perform the Services and must state the name of the person(s) or entity (entities) owning the materials and equipment and/or providing the personnel that forms the basis for its proposal. All Services to be furnished to the Town shall be performed with equipment, methods and use of personnel in accordance with the pertinent Occupational and Safety and Health Act requirements of the State of Maine and the United States.
- 3) ACCEPTANCE/REJECTION – The Town reserves the right to waive any informality in proposals, to accept any proposal and to reject any or all proposals, should it be deemed in the best interest of the Town to do so. Proposals may be held by the Town for a period not to exceed thirty (30) days from the date of the opening of proposals for the purpose of reviewing proposals and investigating the qualifications of the Proposers prior to the award of a contract.
- 4) TERM – The estimated term of an awarded contract shall be from May 15, 2015 to June 15, 2015, beginning one month from the date of the award, unless agreed to in writing by both parties.

Date: _____

By: _____
Readfield Interim Town Manager

SCOPE OF SERVICES

Repair of Granite Cemetery Walls:

Please provide a proposal for the repointing and repair of granite cemetery walls at the Case Cemetery on Route 17 and the Readfield Corner Cemetery on Church Road in Readfield. The proposal must specify cost per foot and separate total costs per cemetery.

Proposers should view the work to be done on site at both cemeteries in Readfield.

Services shall include:

- 1) Repointing of granite walls, including minor repairs or replacement of loose or missing stones, removing and disposing of old or loose mortar as needed, and using new gray mortar.
 - a. Repoint and repair approximately 192 feet of walls in Case Cemetery.
 - b. Repoint and repair approximately 426 feet of walls in Readfield Corner Cemetery.
- 2) All grounds beneath and around all walls will be left clean, as determined by the Sexton.
- 3) All work will be completed by 4:30 PM on June 15, 2015 (or no later than one month from the actual date of the contract award, unless agreed to in writing by both parties).

Customer Copy



**DOWNEAST
ENERGY**
Feel Good Inside

95 College Avenue
Waterville, ME 04903
(207) 465-3382
1-800-773-3050
Fax: (207) 873-2169
downeastenergy.com

RECEIVED

MAR 19 2015

Town of Readfield
8 Old Kents Hill Road

March 16, 2015

Readfield, ME 04355
207-685-4939

Commercial Supply Contract

Account(s)/Gal(s):

PROPANE - #127098 - 2,865 gals

Dear Town of Readfield:

On behalf of Downeast Energy, thank you for this opportunity to submit the following supply contract for your consideration. Since 1908, we have always had enough product to deliver to our customers. We have over 3 million gallons of our own oil and propane storage.

PROPANE

Based upon your annual consumption of 2,865 gallons of propane, we are pleased to present the following contract options for the supply of propane. The options are for the upcoming heating season and, if accepted, shall apply to all deliveries made during the period from July 01, 2015 (Contract Start Date) to June 30, 2016 (Contract End Date).

A firm fixed price of \$1.4790 per gallon ("Contract Propane Price"). This price is for your commitment of 2,865 gallons ("Specified Gallons"). This is a "take or pay" provision - in all events, you are obligated to take delivery of the Specified Gallons by the Contract End Date and pay for them at the Contract Propane Price. If any portion of the Specified Gallons is not delivered, you are obligated to pay for such gallons at the Contract Propane Price. In the event that all gallons are delivered before the Contract End Date, pricing will then revert to the Downeast Energy prevailing rate.

The following payment terms and contract terms apply to all Options described above unless otherwise stated.

PAYMENT TERMS: Account balance is due in full within 30 days of date of each delivery. To avoid a late charge, payment in full must be made within 30 days of the date of delivery. Late charges will be added on amounts unpaid for 30 days or more computed at a periodic rate of 1.5% (an annual percentage rate of 18%) and calculated from the date of delivery.

CONTRACT TERMS:

- 1. All pricing options described above require "automatic" delivery unless Downeast Energy, in its sole discretion, determines otherwise.**
- 2. For each of the products selected by the Customer herein, the Customer shall purchase all requirements for such products from Downeast Energy for the period from the Contract Start Date to Contract End Date.**
- 3. This contract is subject to adherence to the terms and conditions within Downeast Energy's Commercial/Residential Credit application and adherence to the terms and conditions stated herein. If the specific credit terms of the credit application are not met, product pricing according to the terms of the contract may be terminated by Downeast Energy in its sole discretion. Any price or delivery change because of non-adherence to the credit terms will be done without further notification to Customer. Downeast Energy is not responsible for any damages resulting from non-delivery of products as a result of Customer's failure to comply with the terms of this contract or the terms of the credit application.**
- 4. Pricing does not include any local, state or federal taxes and/or fees existing or imposed during this contract, nor does it include any costs associated with procuring a letter of credit or any other type of performance bond.**
- 5. This contract pertains only to customer delivery locations/storage tanks that have been identified and accepted by Downeast Energy on or before the date noted on this correspondence. All storage tanks and related equipment must meet all local, state and federal codes and specifications.**
- 6. Downeast Energy is not responsible for damage or loss to Customer resulting from failure to make deliveries due to inaccessibility of fill locations, Customer's failure to adhere to credit terms, strikes, accident, fire, war, any Act of God or other causes beyond Downeast Energy's reasonable control. Additionally, we will not be responsible for damages for failure to deliver fuel and/or services to vacant, unattended or premises that are not readily accessible to our employees.**
- 7. In the absence of Downeast Energy receiving this supply contract signed by the Customer on or before 5:00pm PM March 27, 2015 ("Offer Period"), Downeast Energy reserves the right, in its sole discretion, to rescind this contract without notification to the Customer.**
- 8. In the event of significant market changes as determined by Downeast Energy in its sole discretion, Downeast Energy reserves the right to rescind this contract at any time during the Offer Period without notification to the Customer.**
- 9. In the event of a breach or attempted cancellation of this contract, Customer shall be liable to Downeast Energy for any and all damages arising from such breach or attempted cancellation, including but not limited to any and all attorney's fees and costs incurred by Downeast Energy in enforcing this contract to the fullest extent allowed by law.**
- 10. Before Contract Start Date, balances on Customer's account, including any prepaid amounts due as a result of Customer's selection of any cap option, must be current.**

11. Upon delivery of this document signed by Customer to Downeast Energy during the Offer Period, this offer for a supply contract shall be, and shall remain, a binding contract enforceable in accordance with its terms.

Acceptance of Offer for a Supply Contract

Please check off which option(s) you prefer for each product listed and sign and date where applicable. Please forward the original to our office at your earliest convenience. If you have any questions, please do not hesitate to call me.

Propane _____

Customer Representative Signature

Date

Print Name

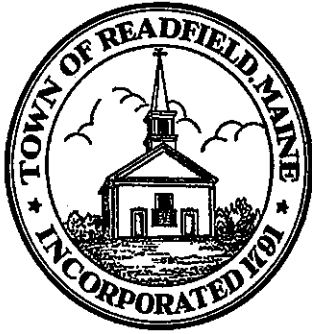
Mike Leslie

Mike Leslie, Downeast Energy Representative

3/16/2015

Date

Boards, Committees, Commissions & Departments



TOWN OF READFIELD

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

Readfield Planning Board Minutes of March 11, 2015

Planning Board Members: Paula Clark, Chair; William Buck; Jack Comart{absent};
Bruce Hunter {absent}; Jay Hyland; James Schmidt{absent}; Andrew Tolman; Don Witherill.

Others Present: Gary Quintal- CEO/LPI,

Public Hearing opened at 6:33 – closed at 6:55 no public comment as the Board reviewed
proposed material as presented by the Chair

The Meeting opened at 6:55 pm.

Review of new LUO:

Changes to the draft were made in;

Definitions of commercial and small wind systems,

16 heights of non-conforming buildings,

Applicant- permittee-property owner were placed as needed for clarity of responsible party

Motion was made by Andrew and second by William for the Chair, Paula Clark, to make the
revisions to the proposed LUO changes and forward them to the Select Board, approved (5-0).

The Board reviewed meeting dates and has scheduled meeting to be on the 2nd & 4th Wednesdays
of the month as the week day to hold future PB meetings.

Next Planning Board Meeting set tentatively for Wednesday - March 25, 2015.

Minutes of 2-18-15 were motioned to accept by William and seconded by Jay (5-0)

The meeting adjourned at 7:50

Appointments or

Reappointments

TOWN OF READFIELD
APPOINTMENT APPLICATION

RECEIVED OFFICE USE

MAR 11 2015

DATE RECEIVED

The Select Board shall not discriminate against an applicant based on religion, age, sex, marital status, race color, ancestry, national origin, sexual orientation or physical or mental disabilities. The Select Board may exclude from consideration any applicant with physical or mental disabilities only when the physical or mental handicap would prevent the applicant from performing the duties of the appointment and reasonable accommodation cannot be made.

The Select Board shall have final authority over the appointment of citizens to Boards, Committees and Commissions that are instruments of Town Government. The Select Board shall not appoint an applicant to a position for which the applicant will likely have a frequent or recurring conflict of interest.

Please check one:

☐

1st time appointment

☒

re-appointment

previous-
2010?

Which Board, Committee or Commission

are you applying for?

Conservation ~~Commission~~
Committee

Name:

Beth Pritchard

Phone (H):

207-685-9062

Street address:

917 Main St.

Phone (C):

207-807-2735

Mailing address:

as above

E-Mail:

epritchard@ane.edu

Below please tell us of any experience and/or training that might be useful in this position.

- Previous service on conservation committee 2009-10?
- Planning Board ~ 2008?
- I am an avid outdoors person, use most of the trails in Readfield & own land in an environmentally fragile area.

Below please tell us the reason you are interested in applying for this position.

I believe in Land Conservation we live in a beautiful area - habitat to many species, and we need to protect it, so it will continue to be a healthy ecosystem.

If you are currently employed, what is your position?

Physician Assistant, - certified Kennebec Internal Medicine
Augusta, Me.

Town Meeting

Warrant



TOWN OF READFIELD

8 OLD KENTS HILL ROAD • READFIELD, MAINE 04355

Tel. (207) 685-4939 • Fax (207) 685-3420

Annual Town Meeting Warrant Secret Ballot

Tuesday, June 9, 2015

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

GREETINGS:

In the name of the State of Maine, you are hereby required to notify and warn the inhabitants of the Town of Readfield in said county and state, qualified by law to vote in town affairs, to meet at the Town Hall in said Town on Tuesday, the 9th day of June, A.D. 2015, at eight o'clock in the forenoon, then and there to act upon Article 1 and by secret ballot on Articles 2 through ___ as set out below, the polling hours therefor to be from 8 o'clock in the forenoon until 8 o'clock in the afternoon, said articles being the following:

Article 1: To elect a moderator to preside at said meeting and to vote by written ballot.

Article 2: To elect two select board members both with three year terms, two RSU #38 School Board members both with three year terms and two Local School Board members, one with a one year term and one with a three year term.

Article 3: Shall the Town of Readfield vote to allow the Select Board to establish **salaries and or wages** of Town Officers and Employees, not elsewhere established, for the period July 1, 2015—June 30, 2016.

Article 4: Shall the Town vote to fix **September 25, 2015** or thirty days after the taxes are committed, whichever is later, and **February 26, 2016** as the dates of each of which one-half of the property taxes are due and payable, and as the dates from which interest will be charged on any unpaid taxes at a rate of **4%** per year, which is lower than the State rate of 7% pursuant to Title 36 MRSA, 505.4?

Article 5: Shall the Town vote to authorize the Tax Collector to **pay interest** at a rate of **.5%**, which is lower than the State Rate of 7%, from the date of overpayment, on any taxes paid and later abated pursuant to Title 36 MRSA, § 506 & 506A?

Article 6: Shall the Town vote to authorize the Tax Collector to **accept payment of taxes** not yet committed?

Article 7: Shall the Town vote to authorize the Select Board on behalf of the Town to enter into single or multi-year **contracts, leases, and lease/purchase agreements**, not to exceed five years, in the name of the Town if it is deemed to be in the best interest of the Town?

Article 8: Shall the Town vote to authorize the Select Board on behalf of the Town to sell any Town owned **Surplus Property, Equipment and Tools** no longer needed by the Town?

Article 9: Shall the Town vote to accept any **gifts, unanticipated donations, or pass-through funds** that may be provided by individuals, business associations, charitable groups, or other organizations, which have not been listed in any of the previous or following articles, if the Select Board determines that the gifts, donations, or pass-through funds and their purposes are in the best interest of the Town?

Article 10: Shall the Town vote to raise and appropriate **\$452,076** for the **General Government** budget category for the following budget lines?

Municipal Administration	\$299,370
Insurance	\$24,650
Office Equipment	\$3,505
Assessing	\$21,400
CEO/LPI/BI-	\$21,746
Town Boundaries	\$2,500
Municipal Maintenance	\$74,905
Grant Writing/Planning Ser.	\$2,500
Heating Assistance	\$1,500

Article 11: Shall the Town vote to raise and appropriate **\$7,545** for the **Boards and Commissions** budget category for the following budget lines?

Appeals Board	\$407
Conservation Commission	\$4,365
Planning Board	\$2,773

Article 12: Shall the Town vote to raise **\$35,708** for the **Town Buildings Operations & Maintenance** budget category for the following budget lines?

Fire Station	\$10,700
Gile Hall	\$18,122
Library	\$5,386
Maintenance Building	\$1,500

Article 13: Shall the Town vote to raise and appropriate **\$59,122** for the **Community Services** budget category for the following budget lines?

Animal Control	\$16,622
Kennebec Land Trust	\$250
KVCOG	\$4,345
Library Services	\$26,438
Readfield TV	\$5,717
Street Lights	\$5,500
Maranacook Lake Dam	\$250

Article 14: Shall the Town vote to (1) raise and appropriate **\$25,110** for the **Cemetery Maintenance** budget category (2) appropriate \$4,000 from the Perpetual Care Trust Fund to the Cemetery Maintenance budget category, and (3) accept and appropriate an anticipated donation in the amount of \$7,000 from the Audrey Luce Living Fence Fund to the Cemetery Maintenance budget category, with any unexpended balances to carry forward?

Article 15: Shall the Town vote to appropriate **\$18,066** for the **Beach and Recreation** budget category for the following budget lines with any unexpended balances to be carried forward?

Beach	\$9,060
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Recreation	\$9,006
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Article 16: Shall the Town vote to raise and appropriate **\$5,000** for the **Heritage Days** budget category to be expended for the 2015 Heritage Days celebration in addition to the \$5,000 appropriated for this purpose with any unexpended balances to be carried forward?

Article 17: Shall the Town vote to raise and appropriate **\$306** for the **Readfield Community Park** budget category?

Article 18: Shall the Town vote to accept and appropriate an anticipated donation in the amount **\$2,700** for the **Readfield Trails Committee** projects?

Article 19: Shall the Town vote to raise and appropriate **\$153,165** for the **Protection Department** budget category for the following budget lines with any unexpended balances to carry forward with the exception of the Ambulance Service, Dispatching and Emergency Operations Plan lines?

Operation of Fire Dept.	\$84,790
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Fire Dept. Capital Equipment	\$13,500
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Ambulance Service	\$22,000
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Waterholes	\$500
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Tower Sites	\$2,000
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Dispatching	\$28,000
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Annual Physicals	\$125
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Personal Prot. Gear Repl.	\$2,000
---------------------------	---------

Emergency Operations Plan	\$250
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Article 20: Shall the Town vote to raise and appropriate **\$520,338** for the **Roads & Drainage** budget category for the following budget lines with any unexpended balance to be carried forward for the Summer Roads budget?

Summer Road Maint.	\$247,950
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Winter Road Maint.	\$260,500
--------------------	-----------

Vehicles Maint.	\$9,500
-----------------	---------

Interlocal Work	\$2,388
-----------------	---------

Article 21: Shall the Town vote to appropriate **\$46,645** for the **Capital Improvements for Fairgrounds and Transfer Station** budget category for the following budget lines with all accounts to be carried forward?

Fairgrounds Athletic Fields	\$8,645
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Transfer Station	\$38,000
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Article 22: Shall the Town vote to raise and appropriate **\$39,200** for the **Capital Improvements (2)** for **Equipment and Maranacook Dam** budget category for the following budget lines with all accounts to be carried forward?

Equipment	\$11,200
Maranacook Lake Dam	\$28,000

Article 23: Shall the Town vote to raise and appropriate **\$256,195** for the **Solid Waste Department** budget category for the following budget lines with all accounts to be carried forward?

Transfer Station	\$253,595
Backhoe	\$2,600

Article 24: Shall the Town vote to raise and appropriate **\$305,930** for the **Regional Assessments** budget category for the following budget lines which the town are legally bound to pay?

Cobbossee Watershed	\$19,825
Kennebec County Tax	\$260,000
First Park	\$26,105

Article 25: Shall the Town vote to raise **\$285,117** for the **Debt Service** budget category for the following budget lines which the town are legally bound to pay?

2013 Road & Bridge Bond	\$109,117
2008 Road & Bridge Bond	\$176,000

Article 26: Shall the Town vote to appropriate the amount equal to that paid to the Town by the State (based on snowmobile registrations) for the **Readfield Blizzard Busters Snowmobile Club** to be used for trail creation, maintenance and grooming?

Article 27: Shall the Town vote to raise and appropriate the requested amount of **\$1,441** for the **Central Maine Agency on Aging/Cohen Center/Senior Spectrum**?

Article 28: Shall the Town vote to raise and appropriate the requested amount of **\$1,000** for the **Kennebec Behavioral Health Agency**?

Article 29: Shall the Town vote to raise and appropriate the requested amount of **\$1,312** for the **Family Violence Agency**?

Article 30: Shall the Town vote to raise and appropriate the requested amount of \$2,250 for the Courtesy Boat Inspection Program to the **Maranacook Lake Association** for \$1,500, and the **Torsey Pond Association** for \$750 on Maranacook Lake and Torsey Pond?

Article 31: Shall the Town vote to raise and appropriate the requested amount of **\$910** for the **Sexual Assault Agency**?

Article 32: Shall the Town vote to raise and appropriate the requested amount of **\$231** for the **30 Mile River Association**?

Article 33: Shall the Town vote to appropriate **\$10,000** for the **Readfield Enterprise Fund** budget category with any balance to be carried forward?

Article 34: Shall the Town vote to raise and appropriate **\$5,000** for a **Revaluation**?

Article 35: Shall the Town vote to raise and appropriate **\$4,710** for the **General Assistance** budget category?

Article 36: Shall the Town vote to appropriate funds to cover all **Overdrafts** from the Unassigned Fund Balance?

Article 37: Shall the Town vote to accept in trust the sums to be deposited as part of the Readfield Cemetery Trust Funds and the income to be used for the upkeep and maintenance of cemetery lot(s) in the Town of Readfield cemeteries as collected from 3/21/14 to 2/28/15?

Article 38: Shall the Town vote to close the **Playground** account in the amount of **\$1,095** and donate said money to the RSU #38 for the purpose of maintenance of the Readfield Elementary School Playground?

Article 39: Shall the Town vote to authorize **expenditure of revenues** from Federal, State, Local and private sources (including user fees), in those categories for which the revenue was intended (if no use is identified, the funds shall be deposited with the General Fund), in addition to the amounts appropriated previously in these articles.

Article 40: Shall the Town vote to authorize the municipal officers to retain, sell to the prior owner for taxes, interest and costs, or to sell **tax acquired property** on such terms as they deem advisable, and in accordance with a written policy regarding Tax Acquired Property adopted by the Municipal Officers?

Article 41: Shall the Town vote to appropriate the following estimated **revenues** to reduce the 2015 Tax Commitment?

State Revenue Sharing	\$100,000
Interest on Property Taxes	\$16,000
Interest on Investments	\$2,500
Veterans Exemption	\$3,000
Homestead Exempt. Reimb.	\$73,000
Tree Growth Reimb.	\$9,000
Bete Reimbursement	\$4,000
Boat Excise Taxes	\$6,000
Motor Vehicle Excise Taxes	\$410,000
Agent Fees	\$8,600
Certified Copy Fees	\$1,250
Other Income	\$2,000
Heating	\$1,500
Plumbing fees	\$3,000
Land Use Permit Fees	\$3,000
Dog License Fees	\$3,500
Library Revenue	\$2,075
Cable Television Fees	\$24,000
Beach Income	\$9,060
Recreation Income	\$9,006
Protection	\$5,580
Local Roads	\$35,000
Interlocal	\$2,388
Transfer Station Capital	\$19,000
Transfer Station	\$146,598
First Park	\$9,500

Snowmobile (State reimb.)	\$1,436
Readfield Enterprise Fund	\$10,000
General Assistance (State reimb.)	\$2,100
<u>TOTAL</u>	<u>\$912,103</u>

Article 42: Shall the Town vote to authorize the municipal officers to issue a **Waiver of Automatic Foreclosure** when the municipal officers wish to avoid acquiring property that may be burdensome to the Town and to take court action if needed to foreclose at a later date, if desired?

Article 43: Shall the Town vote to authorize the Select Board to expend up to **Fifty Thousand Dollars (\$50,000)** from the Unassigned Fund Balance (General Fund) to meet emergencies that may occur during the ensuing fiscal year?

Article 44: Shall the Town vote to authorize the municipal officers to set **Miscellaneous Fees** charged for Town services not covered or set by State Statute?

Article 45: Shall the following amendments be made to the Town's **Land Use Ordinance** and be enacted?

- Wind Tower—Commercial & Small Wind Systems
- Expansion of non-conforming structures
- Land Use Tables—Table 1 & foot note changes

Article 46: Shall the Town vote to authorize the Select board to enter into easements and agreements, as the Board deems appropriate, with private property owners as negotiated by the Trails Committee for trails/pathways on private property ~~with the owners of the private property~~ based on criteria established by the Select Board with no tax dollars used on private property.

Article 47: Shall the Town vote to accept a previous signed trail agreement between the Town of Readfield and the Union Meeting House for a pathway.

Article 48: Shall ordinances entitled "Acceptance of New Town Roads" adopted in 1986 and in 1990 be repealed because new Road Standards listed as part of the Land Use Ordinance adopted June 12, 2014?

Article 49: Shall the town vote to amend the following language in the Town's "**Firearms Ordinance**"?

- Adding the words "of any" to the second paragraph.
- Adding the words ", at any time and , beach or Fairgrounds property per the attached map" to the 5th paragraph.
- Change the map to reflect the changes adopted.

Article 50: Shall the Town vote to make the amendments correcting the "Dates, Title and Subsection" of the Town's "**Fire Department Ordinance**" be enacted?

Article 51: Shall the Town vote to increase the Property Tax Levy Increase Limit of \$_____ established for Readfield by State law in the event that the municipal budget approved under the preceding articles will result in a tax commitment that exceeds that property tax levy increase limit?

Article 52: Shall the Town vote to appropriate **\$38,250** from the Unassigned Fund Balance to **reduce the total tax commitment**?

Article 53: Shall the Town adopt an ordinance entitled "Town of Readfield Administration Ordinance" giving the Select Board additional authorization of powers and duties to act on the following items now found as articles on the Annual Town Meeting Warrant?

- To **accept payment of taxes** prior to commitment
- To **enter into contracts & leases** not to exceed five years.
- To **sell surplus property**
- To **accept gifts and donations** given to the Town
- To retain or **sell tax acquired property**
- To **waive an automatic foreclosure**
- To set **miscellaneous fees**

Article 54: Should the Town continue to use the **Secret Ballot** process for the 2016 Annual Town Meeting?

NOTE: An attested true copy of the summary and/or full text of the ordinances has been posted together with this warrant, and copies are available from the office of the Town Clerk and will be available at the polls. The Municipal Officers have ordered this secret ballot referendum vote.

Date: _____, 2015.

_____ Sue Reay, Chair

_____ Valarie Pomerleau, Vice Chair

_____ P. Greg Durgin

_____ Allen Curtis

_____ Thomas Dunham

A true copy of the warrant,

Attest: _____

Robin L. Lint

Clerk of the Town of Readfield

Trail Easement

Criteria

Criteria for the Readfield Select Board for Accepting Trail Agreements / Trail Easements
Draft for second reading plus 2

Before the Readfield Select Board accepts any trail agreement / trail easement from the Trails Committee, the Trails Committee must ensure that the following conditions have been met regarding each proposal coming from the Trails Committee.

- 1. That a private property owner has been engaged in discussions in a cordial, supportive, and cooperative manner regarding the potential trail agreement / trail easement.**
- 2. That provisions have been made to maintain safe access to and from the use of trails over or on private property for the length of the trail agreement / trail easement.**
- 3. That private property owners have been encouraged to provide public access and / or use of private property that is conducive to recreational trail use by working cooperatively with the town on trail agreements / trail easements before acceptance by the Select Board.**
- 4. That conditions / locations / restrictions etc. regarding parking, if applicable, related to any trail agreement / trail easement have been finalized.**

Board Criteria

Criteria for the Select Board to use when reviewing / accepting Readfield trail agreements / trail easements with private property owners or public entities.

- a. That the four conditions listed above have been successfully met:**
- b. That the trail enhances the current trail system already in place throughout the town:**
- c. That the Trails Committee, by a formal vote, has approved the proposed trail agreement / trail easement:**
- d. That a member of the Trails Committee has made a presentation to the Select Board regarding the trail agreement / trail easement:**
- e. That a signed agreement between the Trails Committee and the landowner has been submitted with the trail agreement / trail easement request for approval to the Select Board:**
- f. The Trails Committee will track the time frame of all trail agreements / trail easements.**
- g. If property is sold, the Trails Committee will contact the new owner and discuss the trail agreement in a cordial, supportive, and cooperative manner to see if the land owner wishes to continue with the agreement and, if so, for what length of time.**

Legal RFP

TOWN OF READFIELD
Request for Proposals
Legal Services

The Town of Readfield is seeking proposals from qualified applicants (individual attorneys and/or law firms) to serve as Town Attorney on a contractual basis under appointment by the Select Board. The Town Attorney will provide legal advice to municipal officials, town employees, board and commissions, and will represent them in court as may be required. The attorney will also prepare and review contracts, deeds, leases, ordinances, etc., and reserve and provide opinions for the Town on a variety of subjects. The attorney may be asked to attend Select Board or other meetings and hearings and will be expected to provide legal assistance in a prompt and efficient manner.

The successful candidate will be licensed to practice law in the State of Maine and will demonstrate substantial training and experience in all areas of municipal law including land use, labor and personnel relations, finance, civil and criminal litigation, real estate, risk management and environment.

Interested parties may request a Request for Proposals (RFP) from the Town Office located at 8 Old Kents Hill Road, Readfield, ME. 04355. Proposals are due by: 3:00 PM, Monday, April __, 2015.

Sincerely,

Teresa Shaw
Interim Town Manager

REQUEST FOR PROPOSALS

Legal Services for the Town of Readfield

The Town of Readfield, Maine, hereby solicits proposals from individual attorneys and/or law firms to represent the Town as its Town Attorney. The Attorney and/or firm selected by the Town would serve as legal counsel to the Select Board, the Town Manager, all town departments and various town boards, committees, agencies, and commissions when approved by the Town Manager for a contract term beginning as soon as possible. Term of contract shall be negotiable.

The Town of Readfield's selection will be based on its evaluation of the written proposal, the attorney and/or firm's qualifications and experience, client references, the areas of legal services with which the attorney and/or firm are willing to provide, an oral presentation (if requested) and the overall fee structure. The Town may consider engaging more than one firm for services should responses demonstrate particular strength in one or more areas outlined in this request.

Proposals in whole or in part, must be received by the Town Manager, Readfield Town Office by 3:00 PM, Monday, April __ 2015 when they will be publicly opened. Proposals must be sealed and clearly marked, "Legal Services for the Town of Readfield". Respondents must submit an original proposal and six (6) copies.

The Town reserves the right to accept or reject any or all proposals for any reason, to negotiate with any attorney, law firms, or business and to select one or more of the attorneys and/or law firms deemed to have submitted a proposal which in the judgment of the Readfield Select Board is in the best interest of the inhabitants of the Town of Readfield. The Town of Readfield specifically reserves the right to accept more than one proposal and may select more than one attorney and/or law firm to serve as a legal counsel to the Town of Readfield.

Introduction

The Town of Readfield has a Town Meeting / Select Board / Town Manager form of government. The population of the Town is approximately 2,600. The annual budget is approximately \$6,000,000 (including education, general government operations, capital and solid waste management operations). Legal services range from \$10,000 - \$20,000 annually.

The Town has a land use ordinance that is rarely challenged. The Town does not operate under a Town Charter. The Town has a Personnel Policy. The Town has the Readfield Enterprise Fund which issues loans and grants to small businesses. The Library Board of Trustees and Recreation Association Board of Trustees operate budgets with non-tax revenues.

General Requirement of the Proposal

1. The Attorney and/or law firm submitting a proposal must be in good standing and licensed to practice law before all courts and administrative agencies of the State of Maine and before the United States District Court for the District of Maine.
2. The proposal must identify the principal attorneys within the firm who would be providing legal services to the Town and identify those areas of legal work described in appendix A, attached hereto, which each such attorney would be providing. Resumes shall be submitted for each such

attorney who would be providing services to the Town. The attorney and/or law firm making a proposal must describe the attorney and/or law firm's expertise in providing the services described in Appendix A and must list clients and references with addresses and phone numbers who may be contacted by the Town of Readfield in connection with the proposal.

3. Attached to this request for proposals is Appendix A, which describes various areas of legal work, which should be provided to the Town of Readfield. Each applicant must place an "X" on the line next to each of those areas of legal work in which the applicant is willing and able to provide legal counsel to the Town of Readfield. After Appendix A has been so completed, it must be returned with the Proposal of the applicant. Unless the applicant indicates that the Proposal may only be accepted if the applicant is selected to represent the Town in every area designated by the applicant, the Town reserves the right, at its discretion, to appoint the applicant to represent the Town in one or more or all of the areas designated by the applicant. In addition, even if an applicant is selected to represent the Town with regard to one or more or all of the areas of legal work designated by the applicant, the Town reserves the right, at their discretion, to appoint another attorney and/or law firm to represent the Town with regard to such designated area of legal work from time to time if the Select Board deems such action to be in the best interest of the Town.
4. Any attorney or firm who submits a proposal in response to this request may be required to make an oral presentation of the proposal upon notification of such request by the Town Manager of Readfield.
5. The attorney or firm that is selected by the Town of Readfield may be required to sign a contract and additional terms and provisions may be included in the contract. The contents of the proposal submitted by the applicant and this Request for Proposals, will be part of any such contract awarded.
6. Any attorney or firm selected by the Town of Readfield will be prohibited from assigning, transferring, conveying, or otherwise disposing of its contract for legal service with the Town or their rights, title or interest therein of its power to execute such agreement to any other person, company, partnership or corporation without the previous consent and approval in writing of the Town Manager and Select Board of Readfield.
7. Each applicant must identify an address of the offices of the attorneys who would provide services to the Town of Readfield and their proximity in miles and driving time to the Readfield Town Office. The applicant must indicate their availability to provide services in the evening hours between approximately 6:00 p.m. and 10:00 p.m.
8. The attorney and/or legal firm selected as a result of this proposal shall indemnify the Town of Readfield from all suits, actions, or claims of any kind brought on account of any injuries or damages sustained by any person resulting from any act or omission by the attorney or the firm or its employees which constitutes negligence or malpractice. The applicant shall be required to carry professional liability insurance, and the application must specify the carrier and the coverage limits. Any coverage limits less than \$1,000,000 must be fully explained. The successful applicant or applicants shall provide and maintain a certificate of current insurance coverage to the Town.
9. Each applicant submitting a proposal to the Town of Readfield shall state that the proposal is made without any connection with any other applicant making any proposal for the same service.
10. Each applicant must state the compensation that will be required for the services of the applicant. The Town of Readfield will entertain proposals for payment on an hourly basis, on a lump sum retainer basis, or any combination thereof. Itemized bills including the date, time and description of service and department requesting service will be required to be submitted before each payment

will be made by the Town of Readfield. Such bills shall be submitted on a basis no more frequently than monthly.

Billing for services shall be explained in detail including all support services such as: paralegal, clerical, supplies, mileage, research through West Law or other equivalent services, and other expenses. Applicants shall identify whether they have a toll free telephone number.

Applicants shall also list any services that will be provided free of charge such as attendance at annual or special town meetings and/or educational forums on various topics.

11. The agreement between the Town of Readfield and any applicant who is selected shall provide that either party may terminate the contract, with or without cause, upon fourteen (14) days advance written notice to the other party, provided that the Town of Readfield may terminate the contract and provided that any work or services which are in progress but are not completed as of the date of termination shall be continued by such attorney until such work is completed, if the Town so wishes.
12. The Town of Readfield will not be responsible for any expenses incurred by an applicant in preparing and submitting a proposal.
13. Each applicant must agree to keep a complete record of all actions, suits, proceedings and other matters handled by the attorney for the Town, including written opinions on legal matters, and to deliver such records, documents and property of every description in his/her possession, belonging to his/her office or to the Town, to his/her successor, who shall give him/her duplicate receipts therefore, one of which he/she shall file with the Readfield Town Office through the Town Manager and/or Select Board Chair, as appropriate.
14. The Town prefers to conduct business using e-mail and other electronic media, when reasonable within the confines of confidentiality and other business constraints. To that end, it is frequently important for the Town to be able to receive digital copies of ordinances, policies, contracts and other documentation that are readable by the Town's official software (Microsoft Office products). Should the applicant not generate original documentation using this software, the applicant shall explain how the transmittance of documents will not lose their formatting (e.g. – **bold**, *italic*, ~~striketrough~~, underline, fonts).
15. The Town expects each applicant to demonstrate how it will manage casework for the Town of Readfield. Each applicant shall identify their response time to questions and assistance (e.g. – verbal response within 1 hour, written response within 24 hours).
16. The Town is interested in developing and implementing practices that promote litigation prevention through proactive and educational methods. Each applicant shall identify their thoughts and proposed approach toward providing proactive legal services, which will minimize claims and expensive litigation.

APPENDIX A

The areas of legal work to be provided by the Readfield Town Attorney shall include the following items. While this list is representative of the areas of work required, it is not exhaustive, and applicant acknowledges and agrees to perform work in other areas as may be requested by Town Officials. Please place an "X" next to each item, which the applicant agrees to perform and write the name of the principal attorney who will be responsible for providing such service next to each such item.

- | | |
|-------|--|
| _____ | 1. Police and law enforcement practices |
| _____ | 2. Fire and fire prevention practices |
| _____ | 3. Road, bridge, sidewalk construction and maintenance practices. |
| _____ | 4. Water line and facility construction and maintenance practices. |
| _____ | 5. Compliance with enforcement of State and Federal environmental laws. |
| _____ | 6. Eminent domain proceedings. |
| _____ | 7. Deeds, easements, and contracts pertaining to real estate and title opinions. |
| _____ | 8. Labor and personnel matters including hiring, disciplinary proceedings, termination, personnel policies and employment contracts. |
| _____ | 9. Tax assessment and lien practices. |
| _____ | 10. Collection of unpaid taxes, fines, loans or other monies owed to the Town. |
| _____ | 11. Maintenance and regulation of recreation areas including parks. |
| _____ | 12. Municipal bond counsel. |
| _____ | 13. Drafting of municipal ordinances and related amendments. |
| _____ | 14. Preparation of contracts and agreements to which the Town is a party. |

15. Advice regarding insurance coverage and insurance claims.

16. Attendance at Town Meetings, Select Board meetings, Planning Board meetings, Zoning Board of Appeals meetings, and other related committee meetings when so requested for the purpose of giving legal advice when requested by its members. It is acknowledged that such meetings occur predominantly in the evening hours.

17. Prepare, when authorized by the Select Board, all charged and complaints against, and appear in the appropriate court in the prosecution of, every person charged with a violation of a Town ordinance or law enforced by the Town.

18. Defend municipal officials, including the Select Board, the Planning Board, the Zoning Board of Appeals, the Town Manager, Town employees or any other municipal board or committee in the prosecution of a violation of any law or regulation or in any claim.

19. Represent the Town of Readfield and any of its municipal officials in any other general litigation.

20. Provide general legal advice, oral or written, to the Town Manager and the Select Board or its committees or any Town Official, when requested and approved by the Town Manager, upon legal questions arising in the conduct of Town business.

21. Provide legal advice regarding renewal of or interpretation of cable television contract.

22. Solid waste collection and disposal.

23. Education law.

24. Discrimination claims.

25. Other areas of expertise not covered in items 1-24.

APPENDIX B

Proposal Form

In order to facilitate comparison of competing proposals, the Town respectfully requests applicants to complete the following form. Please feel free to attach additional sheets where the information requested is more extensive than the space provided.

Contact Information

Name of firm: _____

Mailing address: _____

Physical address: _____

Telephone: _____

Fax: _____

E-mail address: _____

Web site address: _____

Name of lawyer proposed as Town Attorney: _____

Estimated percentage of time he/she spends on municipal legal affairs: _____ %

Electronic Business

Can your firm provide ordinances and documents in Microsoft Office application formats? _____

If no, explain compatibility: _____

Can your firm transmit documents over the Internet using e-mail? _____

Does your firm use e-mail in the regular conduct of your business? _____

Professional Liability Insurance

Insurance Carrier: _____

Limits: _____

Financial Consideration

Attorney cost/hour (indicate discount from regular rates if applicable): _____

Associate attorney cost/hour (indicate discount from regular rates if applicable): _____

Paralegal cost/hour (indicate discount from regular rates if applicable): _____

Clerical cost/hour (indicate discount from regular rates if applicable): _____

Other staff cost/hour (indicate discount from regular rates if applicable): _____

Will billable rates for travel include both ways, one way or no charge?: _____

Will billable rates vary depending on time of day or day of the week?: _____

Mileage expense rate: _____

Research services cost/hour (e.g. West Law): _____

Other costs (photocopying, fax, telephone expense, other) _____

(Please note: No costs or rates may change during the contract without prior approval by the Readfield Select Board.)

Attachments: Please attach the following:

- Outline of the size and experience of the law firm.
- Resumes of legal staff with whom the Town would be working.
- An explanation of how your firm envisions the legal transfer of authority and responsibility in the absence or inability to act as the Town Attorney.
- An explanation of how the Town will be billed for consultations between two attorneys who are both members of your legal firm.
- Explanation of how the firm will be able to respond to requests for services ("turn around time").
- Listing of municipal clients and other references (with addresses and phone numbers).

Town Truck

**Town Truck
Repair vs. Replace**

Quirk Ford, Augusta	Parts	Core Deposit	Tires	Labor	Total
Front Coil Springs, Glow Plugs, Oil Pan, Rear Wiring, Transmission remanufactured, Windshield	\$9,884.00	(\$2,580.00)	\$1,720.00	\$3,172.00	\$12,196.00
John's Autobody					
Paint Frame & Body, Sandblast					\$2,300.00
Mark' Estimate for Hydraulic Hoses(based on past history)					\$1,000.00
Valve Body (Hydraulics)					\$500.00
Total					\$15,996.00

Cushing Construction					
Paint Frame & Body, Sandblast					\$4,674.00

New Truck Quotes

O'Connors		Trade In		
GMC 3500	\$60,446.00	-\$14,000.00	\$46,446.00	

Charlie's -Winthrop				
Cheverlot 3500	\$56,861.00	-\$13,000.00	\$43,861.00	

Quirk Ford				
Ford 350	\$61,699.00	-\$9,800.00	\$51,899.00	
Ford 450	\$65,734.00	-\$9,800.00	\$55,934.00	
Ford 550	\$66,691.00	-\$9,800.00	\$56,891.00	

All quotes above include 9' 6" Plow, 2.5yd electric sander, Dump body

2014-15 Budget Vehicle Expenses

Date	Truck Equipment	Contractor	Gallons	Oils	Work Performed	Budget
Equip Repair & Maint						\$ 15,158.22
Fuel Oil						\$ 4,000.00
7/31/2014	Ford	Petty cash	16.54			\$ (62.01)
7/31/2014	GMC	Fayette Cntry Store	53.2			\$ (197.30)
7/31/2014		Winthrop NAPA		55.46	Gear Oil	\$ (55.46)
7/31/2014		Winthrop NAPA		63.96	Gear Oil	\$ (63.96)
8/28/2014	GMC	Fayette Cntry Store				\$ (86.63)
10/9/2014	GMC	Fayette Cntry Store	34.6			\$ (120.65)
10/23/2014	GMC	Fayette Cntry Store	17.7			\$ (61.25)
Bal Remaining						\$ 3,352.74
Equip Maint						
7/31/2014		Winthrop NAPA			Weld Wire	\$ (32.57)
7/31/2014		Winthrop NAPA			bulb & lens	\$ (24.94)
Bal Remaining						\$ (57.51)
Town Trucks			07 Ford	05 GMC		\$ 2,500.00
7/31/2014		Tractor Supply		\$ 47.46	Trailer Hitch & Ball	\$ (47.46)
9/11/2014		Tractor Supply			Brazing Rod	\$ (14.99)
9/25/2014		Lee Mank	\$ 166.24		Inspection,Instal I ABS Unit, Rear lights	\$ (166.24)
12/18/2014		Winthrop Auto Parts	\$ 77.11		Wiper Blades, W	\$ (77.11)
12/18/2014		Howard Fairfield	\$ 476.60		Blade,Tool Box & Bracket, Bolt, Sight Gauge	\$ (476.60)
1/15/2015		Audette's Hardware	\$ 7.98		Keys	\$ (7.98)
2/12/2015		Maine Commercial Tiri	\$ 66.00		Used Tire	\$ (66.00)
2/12/2015		Audette's Hardware	\$ 22.34		Hardware for Plo	\$ (22.34)
2/12/2015		Audette's Hardware		\$ 4.58	Keys	\$ (4.58)
2/12/2015		Lee Mank	\$ 406.93		Rt Front Axle Joint, Glow Plug Relay	\$ (406.93)
Bal Remaining						\$ 1,209.77

2014-15 Continued

Tractor

						\$	2,500.00
9/25/2014	Winthrop Auto Parts			Hydraulic Hose	\$	(63.86)	
12/18/2014	Winthrop Auto Parts			Hydraulic Fluid	\$	(43.59)	
				Air Hose Repair Kit, Cotter Pins, Pins	\$	(18.44)	
1/15/2015	Tractor Supply						
		\$	1,223.20	\$	52.04	Bal Remaining	\$ 2,374.11

Town Sander

\$ 400.00

Holder

						\$	1,000.00
1/15/2015	Winthrop Auto Parts			Battery	\$	(100.68)	
2/12/2015	Tractor Supply			Sprocket Idler	\$	(27.98)	
3/12/2015	Howard Fairfield			Sander	\$	(1,500.00)	
				Bal Remaining	\$	(628.66)	

2013-14 Budget Vehicle Expenses

				Calcium		
Town Trucks		07 Ford	04 GMC	Tank		\$ 5,000.00
6/30/2014	Soule's Auto	\$ 831.10			ABS Brakes	\$ (831.10)
6/19/2014	Winthrop Auto F	\$ 16.98			Wipers	\$ (16.98)
					Oil & Filters,Tightened	
6/19/2014	Lee Mank	\$ 365.90			Lft Front Wheel	\$ (365.90)
6/19/2014	Audette's			\$ 42.77	Fittings	\$ (42.77)
6/5/2014	Audette's	\$ 14.73			Keys	\$ (14.73)
5/22/2014	Lee Mank		\$ 51.43		Inspection & Oil Change	\$ (51.43)
4/24/2014	KDT Towing & R	\$ 175.00			Towing Fogg Rd	\$ (175.00)
4/24/2014	Lee Mank	\$ 639.36			Radiator, Anti Freeze	\$ (639.36)
3/13/2014	Traction	\$ 25.14				
					Hydraulic Tank, Clevis	
1/30/2014	Howard Fairfield	\$ 238.10			& Cotter	\$ (238.10)
1/30/2014	Winthrop Auto F	\$ 97.56			Hydraulic Fluid	\$ (97.56)
1/16/2014	Soule's Auto	\$ 191.38			Belt Assembly	\$ (191.38)
1/16/2014	Soule's Auto	\$ 219.81			Mirror	\$ (219.81)
					Dismount/Mount/Bala	
12/19/2013	Maine Commer	\$ 67.50			nce 2 front tires	\$ (67.50)
12/19/2013	Winthrop Auto F	\$ 3.19			Plow Fittings	\$ (3.19)
12/19/2013	Winthrop Auto F	\$ 4.70				\$ (4.70)
		\$ 2,890.45	\$ 51.43	\$ 42.77	\$ 2,984.65	\$ 2,040.49

Supplies Purchased for all Equipment

1/16/2014	Winthrop Auto F	Hydraulic Fluid, Power serv Diesel, Starter Fluid	-92.86
Trailer			
12/19/2013	Winthrop Auto F	2.98 bulbs	\$ (2.98)

Town Sander

3/13/2014	Traction	25.14	\$ (59.44)
1/30/214	Howard Fairfield		\$ (225.76)

Holder

2/27/2014	Chadwick-BaRos	443.37	\$ (443.37)
1/16/2014	Traction	63.56	\$ (63.56)
1/16/2014	Tractor Supply	4.58	\$ (4.58)

This truck runs okay, but continues to have an occasional
Transmission slippage issue in reverse. -

Matt Lincoln
PW Folder



QUIRK FORD OF AUGUSTA

7 Water Street

HALLOWELL, MAINE 04347

430-1600 or toll free 1-800-342-5757

Parts Direct 430-1660 Service Direct 430-1640

Fax 622-9528 www.quirkauto.com



01071FCCS998444

CELL: 242-5473

CUSTOMER NO. 2108939	ADVISOR WALTY ONEAL	3058	TAG NO.	INVOICE DATE 06/02/08	INVOICE NO. FCCS998444
TOWN OF READFIELD 8 OLD KENTS HILL RD READFIELD, ME 04355-4126 readfield.govoffice.com	LABOR RATE	LICENSE NO.	MILEAGE 12,813	RED/	STOCK NO.
	YEAR / MAKE / MODEL 07/FORD TRUCK/F550 CHASSIS/F550 CHAS			DELIVERY DATE 10/16/06	DELIVERY MILES
	VEHICLE ID. NO. 1 F D A F 5 7 P 1 7 E B 1 1 3 9 3			SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO. GOVERNMENT			P.O. NO.	06/02/08
REGISTRATION 207-685-4939	BUSINESS 207-685-4939	EXOMOUNT DIESEL		MO: 12813	

JOB# 1 CHARGES

LABOR-----
J# 1 35F0Z TRANS. AUTOMATIC TECH(S):3051 INTERNAL

CUSTOMER CONCERN REVERSE CHATTER
UNABLE TO VERIFY CONCERN

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX FCCS JOB# 1 TOTAL 0.00

TOTALS

THANK YOU FOR YOUR BUSINESS	TOTAL LABOR....	0.00
YOUR NEXT SERVICE IS DUE (DATE/MILES).....	TOTAL PARTS....	0.00
PAYMENT METHOD	TOTAL SUBLET...	0.00
()CASH ()CHECK..... ()C/C..... ()A/R....	TOTAL G.O.G....	0.00
	TOTAL MISC CHG.	0.00
	TOTAL MISC DISC	0.00
	TOTAL TAX.....	0.00

ATTENTION CUSTOMERS: QUIRK AUTO RECOMMENDS RETORQUING LUG NUTS ON WHEEL RIMS AFTER 25 MILES OR 24 HOURS TO ALLOW FOR PROPER SEATING OF THE RIMS. THIS SERVICE IS PROVIDED FREE OF CHARGE TO OUR CUSTOMERS AFTER HAVING WHEELS SERVICED.

TOTAL INVOICE \$ 0.00

I agree that a late charge of 1 1/2% per month (A.P.R. 18%) will be added to all delinquent accounts along with any court costs, attorney fees and costs of collection the seller may incur in enforcing the terms of this agreement. If legal action becomes necessary by either seller or buyer, it is also agreed that this or any contemporaneous or subsequent agreement will be governed as to validity, interpretation, construction, effect, and in all other respects by the laws of the State of Maine.

CUSTOMER SIGNATURE
***** DUPLICATE INVOICE *****



Quirk Ford
7 Water Street
Hallowell, ME 04347

207.622.5851 ♦ 1.800.342.5757 ♦ Fax 207.622.9528

7 Water Street

LOWELL, MAINE 04347

0 or toll free 1-800-342-5757

30-1660 Service Direct 430-1640

2-9528 www.quirkauto.com

RECEIVED
640
JAN 30 2008

I agree that a late charge of 1 1/2% per month (A.P.R.: 18%) will be added to all delinquent accounts along with any court costs, attorney fees and costs of collection the seller may incur in enforcing the terms of this agreement. If legal action becomes necessary by either seller or buyer, it is also agreed that this or any contemporaneous or subsequent agreement will be governed as to validity, interpretation, construction, effect, and in all other respects by the laws of the State of Maine.

Employees

Logs

March

Week 11

Mark Birtwell

February 2015

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March 2015

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2015

S	M	T	W	T	F	S
1	2	3	4			
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

9 Monday
March

68-297

10 Tuesday
March

69-296

11 Wednesday
March

70-295

7:00	Time Sheet	7:00	START	posted Sign	7:00	START	TRUCK Quotes
7:15		7:15			7:15		
7:30		7:30			7:30		
7:45		7:45			7:45		
8:00	posted Signs	8:00			8:00		
8:15		8:15			8:15		
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2:00	WASH TRUCK	2:00			2:00		
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May 2015

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24	25	26	27	28	29	30

June 2015

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20	21	22	23	24	25	26
27	28	29	30			

July 2015

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			1	2	3	4
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Mark Birtwell

March

12 Thursday
March

71-294

13 Friday
March

72-293

14 Saturday
March

73-292

7:00 START TRUCK QUOTES

7:15

7:30

7:45

8:00

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9:00 WORK STOP ON

9:15 GRAVEL ROADS

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2:00 MEETING W. T.M.

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15 Sunday
March

74-291

CALL FROM T.M. @ 4:21 PM

NO CHARGE

March Mark Birtwell

Week 12

February 2015						
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15	16	17	18	19	20	21
22	23	24	25	26	27	28

March 2015						
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2015						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
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16 Monday
March

75-290 Start G.O. Ann

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Placing T.S.
Placing town property
Site work placing
Getting Broken Holder BACK TO T.S.
Placing T.S.
WORKING ON HOLDER
END

17 Tuesday
March

76-289

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Start Auburn parts
Town office
Repair Holder
BACK Hdr Repair
END

18 Wednesday
March

77-288

7:00
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Start BACK Hdr Repair
OFF
Start FOIA Request
Town truck
END

May 2015

S	M	T	W	T	F	S
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

June 2015

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

July 2015

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Mark Birtwell

March

19 Thursday
March

78-287

20 Friday
March

79-286

Spring Begins

21 Saturday
March

80-285

7:00 Start Email

7:15

7:30

7:45

8:00 TRUCK Quotes work

8:15

8:30

8:45

9:00 Meeting with MMA

9:15

9:30

9:45

10:00

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22 Sunday
March

81-284

March

Peterson

Week 11

February 2015						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March 2015						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2015						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

9 Monday
March

68-297

7:00	5:00 AM - 8:15 AM
7:15	Clean T.O.
7:30	Re-arrange / clean
7:45	2nd Fl. clean over
8:00	
8:15	
8:30	
8:45	8:15-10:15
9:00	Time Sheet
9:15	
9:30	
9:45	
10:00	
10:15	
10:30	
10:45	
11:00	
11:15	Clean / finish over
11:30	Wash staircase - T.O.
11:45	
12:00	
12:15	
12:30	OUT at 12:30 PM
12:45	
1:00	
1:15	
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8:45	

10 Tuesday
March

69-296

7:00	
7:15	
7:30	Clean T.O.
7:45	
8:00	
8:15	
8:30	
8:45	Trash, recy. b.t.s.
9:00	
9:15	
9:30	9:15-10 AM
9:45	ACO
10:00	
10:15	OSHA/BL5
10:30	Prepare
10:45	for MMA
11:00	inspection
11:15	
11:30	
11:45	
12:00	10-12:15 PM
12:15	
12:30	
12:45	Kayette
1:00	LRMA
1:15	
1:30	
1:45	
2:00	
2:15	
2:30	
2:45	
3:00	Clean
3:15	Take equip down
3:30	2nd fl.
3:45	
4:00	2:30-4:15 PM
4:15	
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8:45	

11 Wednesday
March

70-295

7:00	
7:15	7-8:45 AM
7:30	Clean T.O.
7:45	
8:00	
8:15	
8:30	
8:45	
9:00	Travel
9:15	
9:30	Mt. Vernon
9:45	LRMA
10:00	
10:15	
10:30	9-12 Noon
10:45	
11:00	
11:15	
11:30	
11:45	
12:00	Travel
12:15	
12:30	
12:45	
1:00	WASH OSHA)
1:15	BL5
1:30	
1:45	
2:00	
2:15	
2:30	
2:45	
3:00	
3:15	
3:30	Set up Pl. Brd. Hng.
3:45	
4:00	3:30-4:30
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May 2015
S M T W T F S
1 2
3 4 5 6 7 8 9
10 11 12 13 14 15 16
17 18 19 20 21 22 23
24 25 26 27 28 29 30

June 2015
S M T W T F S
1 2 3 4 5 6
7 8 9 10 11 12 13
14 15 16 17 18 19 20
21 22 23 24 25 26 27
28 29 30

July 2015
S M T W T F S
1 2 3 4
5 6 7 8 9 10 11
12 13 14 15 16 17 18
19 20 21 22 23 24 25
26 27 28 29 30 31

Peterson

March

12 Thursday
March

71-294

clean/set up
2nd Fl.

13 Friday
March

72-293

14 Saturday
March

73-292

7:00 - 4:00 AM - 7:00 AM

7:15
7:30 7-8:30 AM
7:45 clean Town off.

8:00
8:15
8:30
8:45 Proof Cem RFP
9:00 Draft

9:15
9:30
9:45
10:00 10-10:30 AM
10:15 ACO Research

10:30
10:45 OSHA/BLS
11:00 MSDS updates

11:15
11:30
11:45
12:00 ACO-Research
12:15
12:30 12:30 PM

12:45
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7:00
7:15 7:15-8:30 AM
7:30
7:45

8:00
8:15
8:30
8:45 8:30-9:15 AM - trash
9:00 AM to Fire, Lib to TS-
9:15 9:15-9:30
9:30 ACO - Phone call - lost dog
9:45 from Marahook

10:00
10:15 OSHA/BLS
10:30
10:45

11:00
11:15
11:30
11:45

12:00
12:15
12:30
12:45 Chair back to
1:00 Marahook
1:15 12:30-1:30 PM

1:30
1:45 1:30-3:00 PM
2:00
2:15

2:30 take down equip-
2:45 2nd Fl. Clean 2nd Fl.
3:00

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7:00
7:15 Finish taking
7:30 down equip- 2nd Fl.
7:45

8:00
8:15 Meet Renter
8:30 at T.O.
8:45 7:15-9:15 AM
9:00
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15 Sunday
March

74-291

phone calls and travel
ACO - Stray dog - Wmgs Mills
12:00 - 12:45 PM
No Charge

March

Week 12

Peterson

February 2015

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March 2015

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2015

S	M	T	W	T	F	S

16 Monday
March

75-290

17 Tuesday
March

76-289

St. Patrick's Day

18 Wednesday
March

77-288

7:00	7:00	7:00
7:15	7:15	7:15
7:30	7:30	7:30
7:45	7:45	7:45
8:00	8:00	8:00
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8:30	8:30	8:30
8:45	8:45	8:45
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8:45	8:45	8:45

Quick clean
T.O.

Clean TO

Trash from TO, Lib
and Fire to Tran St.

OSHA/BLS
updates

ACO-Report
Clean 2nd Fl.

Admin
e-mails

9:15 - 2:00 PM

Set up 2nd Fl. for
meeting
2 - 3 PM

RFD LRMA

Tran, Sta 7-7:45 AM
MSDS changes

Clean T.O.
7:45 - 9:00 AM

9:30 AM

Pick up 2nd Fl. meeting
9:30 - 10 AM

OUT
10 AM - 12 Noon

Mt. Vernon
LRMA

12 - 3:00 PM

IACO - phone call
re: lost dog

IACO - phone call to
lost dog's owner

May 2015
S M T W T F S
3 4 5 6 7 8 9
10 11 12 13 14 15 16
17 18 19 20 21 22 23
24 25 26 27 28 29 30

June 2015
S M T W T F S
1 2 3 4 5 6
7 8 9 10 11 12 13
14 15 16 17 18 19 20
21 22 23 24 25 26 27
28 29 30

July 2015
S M T W T F S
1 2 3 4
5 6 7 8 9 10 11
12 13 14 15 16 17 18
19 20 21 22 23 24 25
26 27 28 29 30 31

Peterson

March

19 Thursday
March

78-287

20 Friday
March

79-286

Spring Begins

21 Saturday
March

80-285

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6:45 - 8:45 AM
Clean T.O.
MMA look-see
w/ John Waterbury
12-12:45 PM
Meet w/ Teresa
Admin.
1:00 - 2:15 PM
ACO - 2 stray
dogs
Admin - Fill-in
help
2:30 - 4:00 PM

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22 Sunday
March

81-284

Computer/ Email Policy



March 18, 2015

readfield.finance@roadrunner.com & hard copy mailed

Frank Moroney
Executive Director

Charles C. Owen, Jr.
President

Kevin Hanley
Vice President

Karla Mitchell
Recording Secretary

Gerry Mills
Treasurer

Paul Faria
Sgt. at Arms

Teresa Shaw
Interim Town Manager
Town of Readfield
8 Old Kents Hill Road
Readfield, ME. 04355

RE: New Computer Use Policy

Dear Ms. Shaw:

It has been brought to my attention that the Town of Readfield is preparing to institute a new Computer Use Policy that will affect or may change our members' current computer usage, thereby changing their current working conditions. I am writing to you today as a friendly reminder that on February 10, 2015 the State of Maine Labor Board counted the ballots and declared AFSCME Council 93 as the representative for the Town Office Employees Unit. Therefore, the Town of Readfield is now obligated to negotiate any changes which will impact the Town's employees' working conditions.

The Union is currently preparing proposals in order to begin negotiations for our first contract with the Town of Readfield in hopes of starting negotiations by the middle of April. However, if the Town believes there is a dire need to change the current Computer Use Policy, then the Union is willing to meet prior to negotiations in order to discuss the need for the proposed changes and to negotiate any proposed language changes to the current Computer Use Policy.

If the Town decides not to wait until negotiations to address any concerns of the Computer Use Policy, please contact this office with some proposed dates and times for us to meet to discuss the matter referenced above.

Sincerely,

Sylvia Hebert
AFSCME Staff Representative
shebert@afscme93.org
207-620-3910 (office direct)
207-212-9396 (cell)

20 Winter Street, Augusta, Maine 04330
207-622-6191 • www.afscme93.org

COMPUTER USE AND E-MAIL/INTERNET ACCESS:

Objective

To provide guidance on appropriate use of electronic mail, Internet, or other means of access to or use of resources made available to Readfield employees to communicate with each other, other governmental entities, companies and individuals for the benefit of the Town of Readfield.

Policy

The Town of Readfield's computer network, Electronic Mail System (e-mail) and Internet connection is designed to facilitate Town business, and to provide for communications among employees and other business associates for messages or memoranda. Since no computer system is completely secure, the e-mail/Internet system is not intended to transmit sensitive materials, such as personnel decisions, and other similar information which may be more appropriately communicated by written memorandum or personal conversation.

This computer network, e-mail and Internet systems are the Town of Readfield's property and intended for Town business. Although some incidental use of the computer e-mail and Internet access for personal use is expected, it must be understood that such use is a privilege, which may be limited or removed if the privilege is abused or at any time, for any reason, at the discretion of the Town Manager. Except for incidental personal use, no part of the system is to be used for employee personal gain or to support or advocate for non-business related activities or purposes. **All data and electronic messages within this system are the property of the Town of Readfield.** As such, no computer files, or communications of any type through the Town's Electronic Mail System or Internet connection can be considered private. Electronic communications have been found to be public records and may be subject to the freedom of access laws, depending on their content. **No use, or message, or communication within the system is private.**

While you may have a confidential password, users should be aware that this does not mean that the system is for personal confidential communication, nor does it suggest that e-mail is the property right of the employee.

In addition, consistent with any confidential relationships or obligations that may exist, the Town of Readfield reserves the right to authorize its Town Manager, to review the contents of the employee's computer files, or e-mail/Internet communications whenever it may deem necessary for performance purposes. Employees may not intentionally intercept, eavesdrop, record, read, alter, or receive other person's e-mail messages or computer files, without proper authorization. Passwords should be periodically changed to ensure security of the system.

Users should not share their passwords with anyone else, except as the Town Manager may require.

Employees may not provide or use alternative software to access the systems.

Employees may be held responsible for any damages caused by unauthorized software, spy

ware or viruses they introduce into the system. Please keep note that messages are also subject to network security procedures and spam filter, which may inadvertently isolate or delete valid e-mails since this functions are not foolproof.

The Internet provides the Town of Readfield with significant access and dissemination of information to individuals outside of the municipality. The use of the Internet for access and dissemination is intended to serve Town business. Like all e-mail messages, Internet messages are capable of being forwarded without the express permission of the original author. Messages are also routinely passed through routers before they reach their final destination. A message is "touched" many times before it gets to its recipient, and the message author should be aware of this. Therefore, users must use caution in the transmission and dissemination of messages outside of the Town, and must comply with all State and Federal laws.

General Prohibitions:

The Town of Readfield's email and Internet systems may be used only for lawful purposes. The transmission, distribution, or storage of any information, data, or material in violation of any applicable law or regulation or this policy is prohibited. Without limitation of the foregoing, it is prohibited to create, transmit, distribute or store any information, data, or material which:

- Is libelous, defamatory, hateful, or constitutes an illegal threat or abuse, or contains ethnic slurs, racial epithets, or anything that may be construed as harassment or disparagement of others based on race, national origin, sex, sexual orientation, age, disability, or religious beliefs.
- Is obscene or constitutes child pornography, contains sexually explicit images or messages, or may be construed as offensive, abusive, or threatening.
- Infringes any copyright, trademark, trade secret, or other intellectual property right.
- Is solicitation for commercial ventures, religious or political causes, outside organization or other non-job-related solicitations except for incidental personal use.
- Is or encourages conduct that would constitute a criminal offense or give rise to civil liability.

Guidelines:

Employees are expected to abide by the generally accepted rules of computing and network etiquette. This includes (but is not limited to) the following:

A. General Guidelines:

- Be polite.
- Use appropriate language. Do not swear, use vulgarities or any other inappropriate language.
- Do not reveal address or phone numbers of others. Providing both internal and your own personal address or phone number is personal choice but be aware that Internet transmissions can be monitored by others.
- Note that electronic mail (e-mail) is not private. Both internal and

Internet transmissions can be easily intercepted by others and can be altered en route.

- Do not use computers or networks in such a way that you would disrupt their use by others. This includes being aware that you can create significant network traffic and consume scarce computing resources by your use of the Internet. Do not send large files needlessly.
- Use only services you have authorization to access.
- Always represent yourself as yourself – never someone else.
- Do not send un-encrypted Readfield confidential or proprietary information over the Internet. If you are uncertain whether material is confidential or proprietary, consult your supervisor. If you need to utilize encryption, please contact the Town Manager for directions.
- Material that would be considered inappropriate, offensive or disrespectful to others should not be accessed or stored.
- Respect copyrights and licenses.

B. Security Responsibilities:

- If you identify a security problem, notify the Town Manager immediately.
- Do not show or identify a security problem to others.
- Do not reveal your account password or allow another person to use your account.
- Do not use another individual's account.
- Any user identified as a security risk or having a history of problems with other computer systems may be denied access.

C. Vandalism/Harassment:

- Vandalism is defined as any malicious attempt to harm or destroy data of another user, the internet or other networks. This includes, but is not limited to, creating and/or knowingly unloading computer viruses.
- Vandalism and/or harassment will result in the cancellation of the offending user's account and/or further disciplinary action.
- Harassment is defined as the persistent annoyance of another user or the interference in another user's work. This includes, but is not limited to, the sending of unwanted e-mail.

D. Electronic Documents:

"Electronic Documents" includes word processing documents, digital photos, spreadsheets, scanned images or any other data stored in a digital or electronic format. "Electronic Documents" include electronic data stored on servers, hard drives or PCs at work and/or at home, compact disc, diskettes, flash memory chips or cards, digital cameras, or any other storage media capable of storing Electronic Documents.

E. Electronic Document Retention:

Employees are expected to read and comply with the Town of Readfield's Document Retention Policy.

F. Litigation Hold Letters:

An Electronic Document retention policy may be suspended if the Town of Readfield is served a "litigation hold letter" by a court. In the event, management will advise the retention protocol to be followed.

Employees whose position at the Town of Readfield exposes them to HIPAA protected information should comply with this policy and the HIPAA Acceptable use Agreement.

Generally, messages are intended to be temporary communications that are non-vital and may be discarded routinely. However, depending on the content of the message, it may be considered a more formal record and should be retained pursuant to a department's record retention schedule. As such, these messages are similar to printed communication and should be written with the same care. Each department's retention schedule for other forms of communication should apply to electronic communications as well.

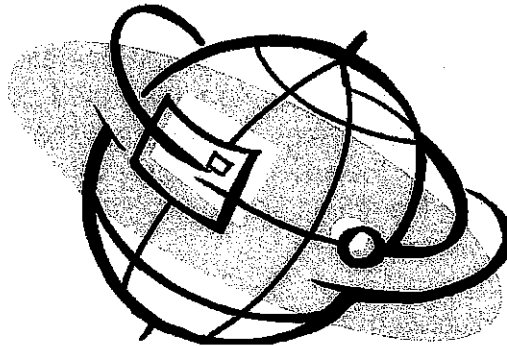
Employees should be aware that when they have deleted a message from their workstation mailbox, it might not have been deleted from the centralized system. The message may be residing in the recipient's mailbox or be forwarded to other recipients. Furthermore, the message may be stored on the system's backups for an indefinite period. Employees should delete personal messages as soon as possible after reading. An accumulation of files will degrade system performance and response times. This policy applies to all employees, contractors, part-time employees, volunteers and other individuals who are provided access to the Town's system. Third parties should only be provided access to the system as necessary for their business purpose with the Town and only if they abide by all applicable rules.

Employees who leave employment with the Town of Readfield have no right to the contents of their network drives or e-mail messages and are not allowed access to the e-mail system. The Town Manager or his/ her designee may access an employee's e-mail if employees are on leave of absence, vacation, or are transferred from one position to another position and it is necessary for the Town's purposes.

The misuse of the Internet or e-mail privileges may be considered sufficient cause for discipline in accordance with the Personnel Policy and Procedures, and/or other applicable rules or laws. In addition, in the event of suspected, alleged or actual illegal activity, the Town of Readfield may notify or cooperate with applicable law enforcement authorities for potential civil or criminal investigation or prosecution.

This Computer Use and E-Mail/Internet Access section of this requires a signature of acknowledgement by every employee that he or she has read this section of the policy and understands it.

Personnel Policy Adopted June 22, 2009, Adopted and Amended 06/17/2013



TOWN OF READFIELD COMPUTER USE POLICY

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SECTION 1 - PURPOSE OF THIS POLICY

The purpose of this policy is to establish guidelines for the operation of the Town's computer system, including both integrated and non-integrated components, and to provide direction as to the appropriate usage of electronic mail (email) and the Internet provided by the Town of Readfield. This policy is intended to protect the property of the Town of Readfield and to facilitate an efficient working environment.

This policy applies to all personnel utilizing Town equipment, software and technology.

SECTION 2 - USE OF THE INTERNET AND E-MAIL

Only those employees who have been specifically authorized in writing by proper authority to use the Internet for Town of Readfield business shall be allowed to access the Internet, and the sites that are accessed by those who are authorized shall be limited to those sites that relate to the necessary business of the Town of Readfield.

The Internet and email system hardware is to be exclusively used for the purpose of conducting the business of the Town of Readfield, and is the property of the Town of Readfield .

Therefore, all electronic messages completed, sent, or received on the Internet and email system are, and remain, the sole property of the Town of Readfield .

The use of email is public, and is a privilege which is subject to revocation at any time for use that is in conflict with any provision of this policy. Restrictions may be placed upon email use to protect the Town and its resources.

Email is not considered private. Therefore employees should not transmit confidential information with this system. Any messages may be utilized in litigation and disciplinary proceedings.

SECTION 3 - MONITORING

The Town reserves the right to access and disclose all messages created, sent, and received through its electronic mail system. All electronic messages are retrievable and may be inspected by the Town Manager, Municipal Officers. The Town reserves the right to utilize Internet Surveillance Programs which traces users' steps and monitors employee use of the email system or the Internet. Employees should not consider their Internet usage or email communications to be private.

SECTION 4 - PERMITTED USES OF THE INTERNET

The following are given as examples of permitted uses of the Internet.

1. Research/Education related to Town-related business, communication with professional associations and other governmental entities, universities, businesses and/or individuals associated with the facilitation of Town business.
2. Filing of reports relating to various areas of Town operations that are required or permitted by state and federal agencies.
3. Distribution of information to the general public under Town guidelines and policies for the release of information pursuant to the Maine Public Information Act, FOAA and other applicable laws.
4. Communication among Town employees and professional colleagues, which facilitates work assignments and professional discussion in a work-related field of knowledge.
5. Purchasing, communication with vendors and suppliers, and receiving quotes and obtaining specifications for equipment/material.
6. Registration for conferences, schools and seminars.
7. Making arrangements (airline, hotel, etc.) for travel on Town business.
8. Obtaining weather reports.
9. Researching/obtaining news reports from newspapers, publications and other media sources.
10. Receipt of newsletters, bulletins, reports, etc. from professional organizations.

II. Announcements of personnel vacancies.

12. Any other use that is related to the Town's business that is not prohibited by copyright or any other provision of this policy, or any other Town policy or State or Federal law.

SECTION 5 - PROHIBITED USES OF INTERNET AND EMAIL

1. Use of the Internet or email system for personal or commercial ventures, religious or political causes, outside organization, or other non-job-related matter.
2. Use of the system to create any offensive or disruptive messages. Among those are messages that are unlawful, defamatory, libelous, pornographic, profane, threatening, obscene, harassing, offensive or unprofessional, or that are disrespectful of others, or those that contain sexual implications, racial slurs, gender-specific comments, or any other comment that offensively addresses

someone's age, sexual orientation, race, physical attributes, religious or political beliefs, national origin or disability.

3. Accessing any site that is sexually or racially offensive or discriminatory, displaying or downloading or distributing any sexually explicit material, or violation of the Town's confidentiality policy.

4. Buying, ordering or bidding on any item that is not properly authorized by proper authority for purchase by the Town.

5. Playing games on Town of Readfield computers is prohibited, except in the case where the employee is on standby duty with no other job function being required at that time, and is specifically authorized to do so by the department head.

6. Gaining, or attempting to gain, unauthorized access to the Town's proprietary network or computer system or any other proprietary network or computer system.

7. Any attempt to obstruct other employee's work by consuming gratuitously large amounts of system resources or by deliberately crashing any Town computer system.

8. Any attempt to damage computer equipment or software.

9. Any attempt to alter software configurations.

10. Any attempt to cause degradation of system performance.

11. Any use of any Town workstation for illegal or criminal purpose.

12. Any violation of copyright laws of software licensing agreements.

13. Downloading or installation of any unauthorized software.

14. Participation in chat rooms.

15. Sending or receiving anonymous e-mail, encrypted messages, or chain letters.

16. Messages shall not be transmitted using another person's name or under an assumed name. Transmitting documentations using another employees E-Mail account.

17. Unless specifically authorized to do so by proper authority, employees may not retrieve or read any Internet or email messages for which they are not the intended and appropriate recipient.

SECTION 6 - SOFTWARE SECURITY

All software contained on CD's or disks that are provided with computers and related equipment that is purchased by the Town, or those that are directly purchased by the Town, are to be kept in a secure location by the appropriate department head, and are not to be used or loaned in any manner that is not consistent with the copyright provisions that apply.

SECTION 7 - PASSWORDS

Personal passwords are not an assurance of confidentiality, and the Internet itself is not secure. The confidentiality of any message should not be assumed. Even when a message is erased, it is still possible to retrieve and read the message.

Passwords do not belong to the user, as they are the property of the Town of Readfield and are utilized to protect against non-authorized persons accessing the network system. Employees must disclose all passwords to the designated authority within the Town of Readfield or they are invalid and cannot be used.

If a user needs to access a different computer than the one that is usually used, the user shall log in using his/her own password.

Users shall not share their password with anyone else other than upon the direction of the Town Manager or Municipal Officers.

Users shall not allow other persons to perform any activity with their password. Users are responsible for all activity performed with their password regardless of how it was obtained.

SECTION 8- PUBLIC INFORMATION REQUESTS

All requests for information contained on Town computer hard drives or discs that emanate from sources external to the Town shall be handled pursuant to the State of Maine Public Information Act as defined in the Town's policy for the release of public information.

SECTION 9- COPYRIGHT RESTRICTIONS

The unauthorized reproduction or distribution of copyrighted materials, except as permitted by the principles of "fair use", is prohibited by U. S. copyright law (Title 17, U. S. Code). Any software or other material downloaded (received) or uploaded (sent) by Town of Readfield computers may be used only with the explicit permission of the copyright holder.

Prior written authorization from the appropriate department head is required before introducing any software into the Town of Readfield computer system.

Employees may not download entertainment software, games or any other software unrelated to their work.

Any responsibility for any consequences of copyright infringement lies with the user. The Town expressly disclaims any liability or responsibility arising from access to or use of information obtained through its electronic information systems, or any consequences thereof.

Unlawful activities will be dealt with in a serious and appropriate manner, and the user may be subject to prosecution by local, state or federal officials. Additionally, disciplinary action, up to and including termination, could be applied.

SECTION 10 - NO TOWN REPRESENTATION

Only authorized employees may communicate on the Internet on behalf of the Town of Readfield .

Employees may not express opinions or personal views that could be construed as being those of the Town of Readfield .

Employees may not state their Town affiliation on the Internet unless required as part of their assigned duties.

SECTION 11 - EQUIPMENT MAINTENANCE/PROTECTION

Computers are to be cleaned only with compressed air or a moist, lint free rag. Water or cleaning fluid is not to be used on the keyboard, monitor or printer.

Should any computer equipment get wet, the machine is to be turned off and disconnected from the power source. The equipment is not to be turned on again until it has been confirmed that the equipment is moisture free.

In the event of a power outage, the computer and printer are to be disconnected from the power source, and are not to be reconnected until the power source returns to normal.

All computer equipment is to be plugged into an approved surge protector, and never is to be connected directly to the power source.

Repairs and/or modifications to equipment are to be performed only by qualified technicians designated by the appropriate Town authority.

SECTION 12 - VIRUS PROTECTION

All Town of Readfield computers are to be equipped with up-to-date virus protection software, and all external software that is introduced into Town computers is to be checked for viruses before use in the system.

Users shall leave the virus protection software enabled at all times. Anti-virus software is to be kept current by ensuring that updated revisions are downloaded at such intervals as are recommended by the vendor.

It should be noted that the virus detection software will detect viruses, but will not automatically eliminate them. Therefore, the user must follow the prompts from the virus protection software.

Emails that do not clearly identify the sender are not to be opened. E-mails from senders that you do not recognize are not to be opened.

Email attachments that are executed files, with an .EXE or .COM extension, are not to be opened without first scanning them with a virus checker and confirming their legitimacy.

SECTION 13 - USE OF SCREEN SAVERS/BACKGROUNDS

No screen savers or background are to be used on any Town of Readfield computer that is deemed to be offensive or inappropriate by the responsible department head.

SECTION 14 - VIOLATIONS OF THIS POLICY

Any violation of this policy or use of the Internet or email for improper purposes shall subject the employee to loss of computer access and/or disciplinary action, including immediate termination.

SECTION 15 - EXIT FROM INTERNET

When not actively utilizing Internet service, users shall terminate the Internet connection.

SECTION 16 - EMPLOYEE SEPARATION

Upon separation from the Town's employment, the former employee's access to the Town's computer system and all of its components shall be immediately revoked.

SECTION 17 - EXECUTION OF FORMS

Exhibit "A" - Employee Agreement Form: This form confirms that the user employee will read, understand, and comply with all of the provisions of this policy. All employees whose job duties require or allow use of the Town's technology shall be required to sign this form after they have read the policy.

Insert Select Board Signature Page.

Exhibit "A" - Town of Readfield __ Employee Technology Use Agreement:

I have read and I understand all of the terms and conditions enumerated in the Town of Readfield Computer Use Policy, and I agree to fully abide by all provisions of this policy, and as may hereafter be amended.

_____ Employee Name

_____ Employee Signature

_____ Department

_____ Date

Other