

**Readfield Select Board
Regular Meeting
Agenda**

August 24, 2015

Meeting starts: 6:30 PM

Location: Gile Hall

Pledge of Allegiance

Regular Meeting

1. **Minutes:** Select Board meeting minutes of July 27 & August 10, 2015 - 5 minutes
2. **Warrant: #7&8-** 5 minutes

Communications – 30 minutes

3. Select Board communications
4. Town Manager
5. Boards, Committees, Commissions & Departments
Trails – Request relocating gate at Salt/Sand Shed entrance

Appointments/Reappointments: - 5 minutes

6. Appointment –

Unfinished Business

7. Select Board Retreat – 5 minutes
8. Transfer Station Roll off covers – 30 minutes
9. Summer Residents Meetings recap -10 minutes

New Business:

10. Winthrop Ambulance -5 minutes
11. OTT Communications – 15 minutes
12. Fairpoint - 15 minutes
13. Other - 10 minutes

Public Communications:

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

Adjournment

1. Minutes

7/27, 8/10/2015

Town of Readfield – SELECT BOARD

MINUTES

07/13/2015
27

6:32 PM

TOWN OFFICE

MEMBERS PRESENT	Valarie Pomerleau, Allen Curtis, Bruce Bourgoinee, Christine Sammons
MEMBERS ABSENT	Thomas Dunham,
MEETING TYPE	SELECT BOARD MEETING
NOTE TAKER	Tina L. Cagle
ATTENDEES	Town Manager, Teresa Shaw, John Parent, John Perry, Shelly Gerstein, Wendy Dennis, Laurence Perkins, Alexander Wright, Roland Cote, Will Harris, Ann Keilty, Gary Keilty, Grace Keene, Jada Clark

Agenda topics

#1 MINUTES 07/13/2015, 07/15/2015 & 7/20/2015	
DISCUSSION	1)
MOTION	Motion by Selectperson Bourgoine to approve the amended minutes of 07/13/2015.
SECOND	Second by Selectperson Curtis
PASS/FAIL	Motion passes: 4-0
MOTION	Motion by Selectperson Curtis to approve the minutes of 07/15/2015.
SECOND	Second by Selectperson Sammons
PASS/FAIL	Motion passes: 4-0
MOTION	Motion by Selectperson Sammons to approve the minutes of 07/20/2015.
SECOND	Second by Selectperson Curtis
PASS/FAIL	Motion passes: 4-0
#2 WARRANT #3 & 4 REVIEW	
DISCUSSION	1) Review of warrant.
MOTION	Motion by Selectperson Bourgoine to approve Warrant #3 & 4 in the amount of \$196,232.42.
SECOND	Second by Selectperson Sammons
PASS/FAIL	Motion passes: 4-0
#3 SELECT BOARD COMMUNICATIONS	
DISCUSSION	1) Selectperson Curtis would like to have guidelines written up for the hiring and interview process for the town manager position. 2) John Perry suggested phone interviews to weed out any unqualified candidates. 3) Selectperson Curtis updated the Board on the status of the union vote. Executive Session this evening to discuss the union issues.
#4 TOWN MANAGER	
DISCUSSION	1) None
MOTION	
SECOND	
PASS/FAIL	
#5 BOARDS & COMMITTEES	
DISCUSSION	1) Chairperson Pomerleau thanked all the committees for their minutes.
MOTION	
SECOND	
PASS/FAIL	
#6 APPOINTMENTS	
DISCUSSION	1)
MOTION	Motion by Selectperson Curtis to approve the application to the Recreation Committee for Jada Clark.
SECOND	Second by Selectperson Bourgoine.

PASS/FAIL	Motion passes: 4-0
#7 BOARD LIASON TO COMMITTEES	
MOTION	Motion by Selectperson Bourgoine to suspend the policy until further discussion.
SECOND	Second by Chairperson Sammons
DISCUSSION	Chairperson Pomerleau mentioned that the policy has not been in place for very long and would like to continue the policy until otherwise discussed.
MOTION	Motion by Selectperson Bourgoine to withdraw his motion.
SECOND	Second by Selectperson Sammons.
DISCUSSION	The policy will be discussed at a future meeting.
PASS/FAIL	Motion passes: 4-0
#8 RESIGNATION	
DISCUSSION	1)
MOTION	Motion by Selectperson Bourgoine to regretfully accept the resignation of Lorraine Wagner from the Cemetery Committee.
SECOND	Second by Selectperson Sammons.
PASS/FAIL	Motion passes: 4-0
#9 CONCRETE BOX CULVERT REPAIR	
DISCUSSION	1) The Board would like to send out the RFP again for this project. The quote from Callahan Construction was extremely high and that was the only bid. 2) The culvert can winter over with no issues.
MOTION	
SECOND	
PASS/FAIL	
#10 SUMMER RESIDENTS MEETING	
DISCUSSION	1) Meeting will be set for 08/10/2015 at 5 pm.
MOTION	
SECOND	
PASS/FAIL	
#11 OTHER	
DISCUSSION	1) Troiano Waste Services has purchased Worthing Waste Systems and has applied for use of the transfer station.
MOTION	Motion by Selectperson Curtis to accept the application for Troiano Waste Services.
SECOND	Second Selectperson Sammons.
PASS/FAIL	Motion passes: 4-0
DISCUSSION	1)
MOTION	Motion by Selectperson Curtis to approve the Secret Ballot as presented.
SECOND	Second by Selectperson Bourgoine.
PASS/FAIL	Motion passes: 4-0
MOTION	Motion by Selectperson Curtis to ask the Town Manager to advertise the Secret Ballot Information sheet by all available means.
SECOND	Second by Selectperson Sammons.
PASS/FAIL	Motion passes: 4-0
DISCUSSION	1) There will be a Public Hearing on 08/10/2015 @ 6pm to name a trail.
MOTION	Motion by Selectperson Bourgoine to accept the names as presented. 1 st recommendation as Mill Stream Pathway, and 2 nd recommendation as Mill Stream Trail.
SECOND	Second by Selectperson Sammons.
PASS/FAIL	Motion passes: 4-0
DISCUSSION	1) Church Road Cemetery wall repairs and ditching need to take place. 2) Dudley Cemetery fence has been painted.
#12 PUBLIC COMMUNICATIONS	
DISCUSSION	1)
MOTION	
SECOND	

PASS/FAIL		
	EXECUTIVE SESSION	
DISCUSSION	1)	
MOTION	Motion by Selectperson Curtis to enter into executive session per M.R.S.A. for Union Updates.	
SECOND	Second by Selectperson Sammons.	
PASS/FAIL	Motion passes: 4-0	

Adjourn: 8:05 pm

DRAFT

Town of Readfield – SELECT BOARD

MINUTES

08/10/2015

6:26 PM

TOWN OFFICE

MEMBERS PRESENT	Valarie Pomerleau, Allen Curtis, Bruce Bourgoinee, Christine Sammons, Thomas Dunham
MEMBERS ABSENT	
MEETING TYPE	SELECT BOARD MEETING
NOTE TAKER	Tina L. Cagle
ATTENDEES	Town Manager, Teresa Shaw, Kathryn Mills Woodsum, Sandra Rourke Roland Cote, Grace Keene, John Parent

Agenda topics

#1 MINUTES 07/28/2015	
DISCUSSION	1) Minutes will be amended and reviewed at the next Select Board Regular meeting.
MOTION	
SECOND	
PASS/FAIL	
#2 WARRANT #5 & 6 REVIEW	
DISCUSSION	1) Review of warrant.
MOTION	Motion by Selectperson Dunham to approve Warrant #5 & 6 in the amount of \$500,458.93.
SECOND	Second by Selectperson Bourgoinee
PASS/FAIL	Motion passes: 5-0
#3 SELECT BOARD COMMUNICATIONS	
DISCUSSION	1) Chairperson Pomerleau would like to remind everyone to use the microphones. 2) Selectperson Bourgoinee thanked all the volunteers for their support because they help make Heritage Days a success.
MOTION	Motion by Selectperson Bourgoinee that the Readfield Select Board appoint a Town Manager Selection Citizen Advisory Committee that consists of at least two representatives from standing town committees or boards, up to two volunteer members of the public with HR or job interviewing experience if available, up to two interested volunteer public members, and at least one employee (5-7 members total). This Committee will be charged with interviewing a finalist or finalists following interviews and pre-qualification by the Select Board. Committee members will act confidentially. The Committee will provide feedback to the Select Board in a joint Executive Session prior to Town Manager appointment. The Select Board will be solely responsible to make the final decision on offering the position to a candidate based on its interviews, reference checks, Citizen Advisory committee feedback, and any offer negotiations.
SECOND	Second by Selectperson Dunham.
DISCUSSION	3) Selectperson Curtis believes that the process has begun and it is not fair to prior candidates and the current manager. The process is taking too long now. 4) Chairperson Pomerleau would like to advertise now for volunteers so that they will have already been notified about the process and if needed they would be available to sit on the Committee. 5) Selectperson Dunham stated that he thinks the current Board is an excellent representation of the community and that the Board should be able to make a decision. 6) Selectperson Bourgoinee would like the community input to help second the Boards decision. 7) Selectperson Sammons would like the public to speak with the candidate to see if they get a good vibe. 8) Chairperson Pomerleau stated that there is already a HR person available from Maranacook that has already said she would participate.
PASS/FAIL	Motion fails: 2-3
MOTION	Motion by Selectperson Curtis to invite Kate Taylor to be a HR representative for any interviews the Board may have. And sign a confidentiality agreement.
SECOND	Second by Chairperson Pomerleau
PASS/FAIL	Motion passes: 4-1
#4 TOWN MANAGER	
DISCUSSION	1) North Road will be closed to Thru Traffic on 09/14 thru 09/17/2015. There will be a detour routing traffic around. 2) Town Manager will verify that the Transfer Station traffic will be allowed. 3) Remove a rock on Old Kents Hill Road and will be paving Old Kents Hill and Nickerson Hill next week. 4) The Secret Ballot vote will be held on 09/01/2015 from 8 am – 8 pm at Town Hall.

MOTION	
SECOND	
PASS/FAIL	
#5 BOARDS & COMMITTEES	
DISCUSSION	1) Chairperson Pomerleau the committees for their minutes.
MOTION	
SECOND	
PASS/FAIL	
#6 APPOINTMENTS	
DISCUSSION	1)
MOTION	Motion by Selectperson Bourgoine to approve the applicaton to the Cemetery Committee for Andrew Tolman, term expiring 06/30/2018.
SECOND	Second by Selectperson Dunham.
PASS/FAIL	Motion passes: 5-0
#7 RESIGNATION	
DISCUSSION	1)
MOTION	Motion by Selectperson Dunham to regretfully accept the resignation of Christine Sammons from the Trails Committee.
SECOND	Second by Chairperson Pomerleau.
PASS/FAIL	Motion passes: 5-0
#8 NOTICE OF PUBLIC HEARING	
DISCUSSION	1) Signature only.
MOTION	
SECOND	
PASS/FAIL	
TAKEN OUT OF ORDER	
#10 VEHICLE LOG BOOKS	
DISCUSSION	1) A clipboard will be put in every town owned vehicle and the town tractor 2) The mileage must be entered after each stop as well as the time for each stop. 3) Fuel usage must be entered in the log.
MOTION	Motion by Selectperson Bourgoine to have Vehicle Log Books in every Town owned vehicle as well as the Town Tractor. These logs will be reviewed quarterly.
SECOND	Second by Selectperson Dunham.
PASS/FAIL	Motion passes: 5-0
#11 SELECTBOARD RETREAT	
DISCUSSION	1) The church is available on Fridays in September.
MOTION	
SECOND	
PASS/FAIL	
#12 OTHER	
DISCUSSION	1)
MOTION	
SECOND	
PASS/FAIL	
#13 PUBLIC COMMUNICATIONS	
DISCUSSION	1) Resident Roland Cote commented regarding the hiring process for the Town Manager and suggested that the Board moves as quickly as possible.
MOTION	Motion by Selectperson Curtis to enter into executive session per M.R.S.A. for Union Updates.
SECOND	Second by Selectperson Sammons.
PASS/FAIL	Motion passes: 4-0
#9 TRANSFER STATION	
DISCUSSION	1) There isn't just one thing wrong at the Transfer Station. The system needs a complete revamping.

	2) Selectperson Bourgoine would like a Return on Investment if scales are considered for the Transfer Station. 3) Once the ROI has been reviewed, possibly implementing the Solid Waste and Recycling Committees recommendations. 4) Selectperson Bourgoine does not like the idea of cameras taping the employees doing their jobs. Maybe after hours? 5) An RFP will be sent out for covers on the demo bins. 6) A facility map will be drawn showing new sign placements and camera placements. 7) A project plan will be reviewed as well.
MOTION	Motion by Selectperson Bourgoine to order the signage and begin implementing the recommendations of the SWRC.
SECOND	Second by Selectperson Sammons
PASS/FAIL	Motion passes: 3-2
	EXECUTIVE SESSION
DISCUSSION	1)
MOTION	Motion By Chairperson Pomerleau to enter into Executive Session per M.R.S.A. 405(6)(a) for Personnel Matters – Town Manager Applications
SECOND	Second by Selectperson Dunham.
PASS/FAIL	Motion passes: 5-0

DRAFT

2. Warrant 7&8

3. Select Board Communication

4. Town Manager

4. Town Manager

Kristin Parks started on Monday, August 17, 2015. So a big welcome to her!

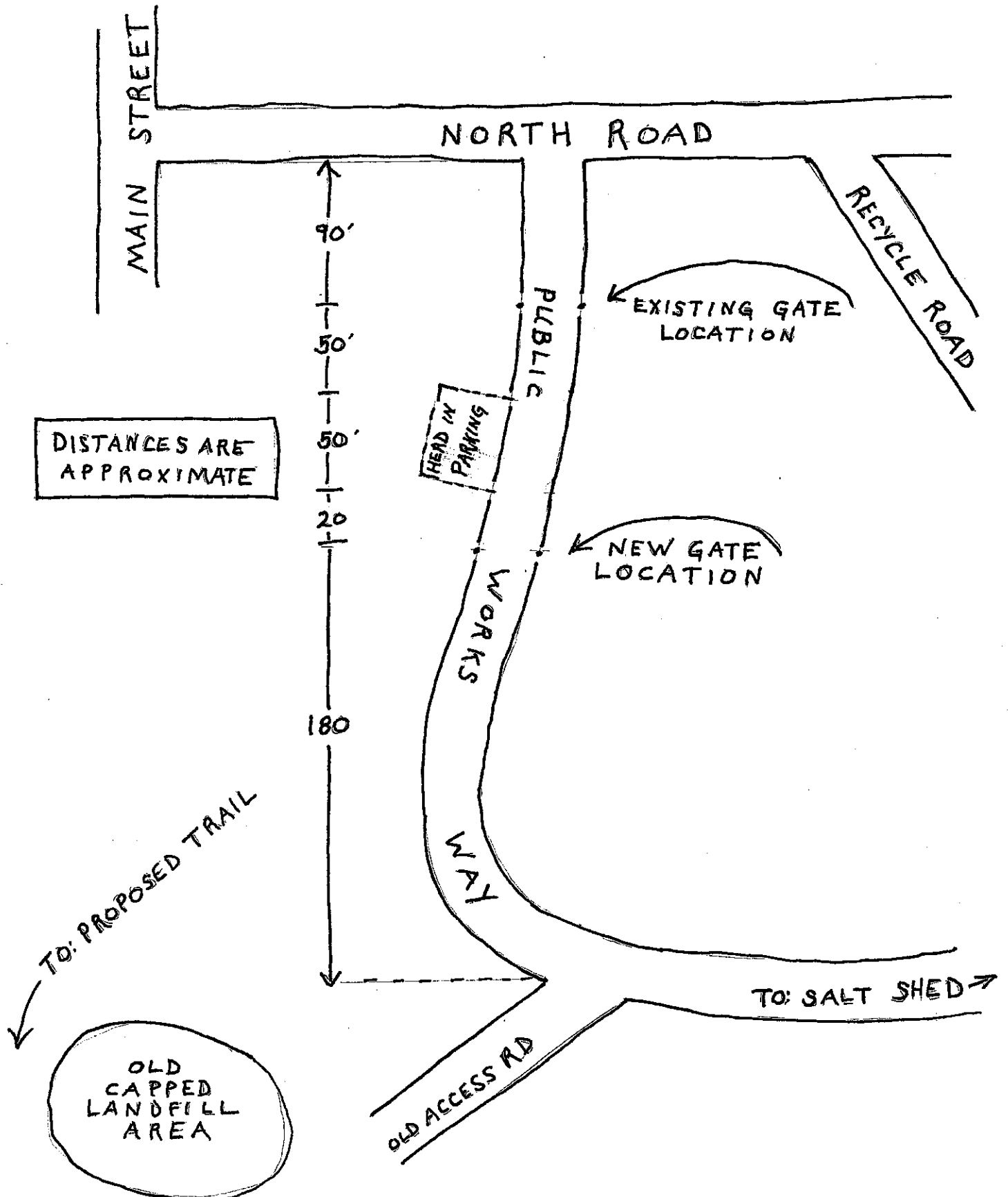
Road Work update- **D.R. Caron – Road Maintenance bid**
 Old Kents Hill Road - Rock removal is complete.
 Nickerson Hill Road- Rock removal is complete. Change order to fix a sink hole that appeared has also been fixed. Change order was a metal cross culvert that was discovered.
 Luce Road – Ditching completed
 McKenney Road – Ditching underway
 North Wayne Road – Change order for rock removal
 Russell Street – Change order for Driveway Culvert replacement
 Sturtevant Hill Road – Change order for storm damage repair road shoulders (end towards Route 17)

Drug Take back day – September 26, 2015 10AM to 2PM at the Transfer Station

5. Boards Committees

GATE RELOCATION
PUBLIC WORKS WAY
(OLD LANDFILL ROAD)

• NOT TO SCALE •



Transfer Station New Road

01/22/2007 SB Meeting Minutes

14. Transfer Station report-exit road proposal: The new proposed exit road from the Transfer Station has had DEP approval, and initially positive DOT review though the Town still would need to send a formal entrance application to DOT. The exit road is being recommended for safety reasons. The road will only be one way. The proposed road will also be dirt. The Transfer Station Manager would also like to put in 3-phase power along the same route at the same time as any road construction. He said bringing the power up the new road would save money instead of using the route along the current road. Mr. Pakulski explained that there is money in the Transfer Station's account to pay for the new road, and possibly enough as well for the 3-phase power line to be put in.

The Board is in agreement to ask the Town of Wayne to help with the cost of the road. The Board along with the Town Manager will have a joint meeting with the Wayne Select Board on January 23rd and will ask them then. The road does not fall under the current operating agreement with Wayne. There is no obligation for Wayne to help with the road unless Readfield re-writes the agreement, or seeks a waiver from it.

Dan Harriman who did the plans for the road said that he thought Readfield could build the road for \$30,000-35,000. Matt Dunn reported that he has estimates for clearing the path for the road by cutting trees range from \$2,000 down to \$500.

No decisions were made on the matter tonight.

04/02/2007 SB Meeting Minutes

Transfer Station alternate exit road: tomorrow night, April 3, 2007 the Wayne Select Board will discuss whether they support the proposed exit road, and whether they might use any of Wayne's carry forward funds to help pay for the road. Mr. Pakulski will make this an agenda item for next Select Board meeting. The Select Board discussed briefly how to inform the Planning Board about the proposed new exit road, and to seek any recommendations about the proposal. The Town Manager will provide the Planning Board with a copy of the proposal

(Minutes for 4-17-2007 show it was an agenda item but no minutes were recorded discussing it.)

10/01/2007 SB Meeting Minutes

Transfer Station exit road

The Transfer Station exit road project was projected to cost about \$60,000. Up to \$50,000 would come from Readfield (as appropriated by the Town Meeting) and up to \$10,000 from the Town of Wayne.

Matt Dunn said he has met with DOT and they said that the road should be built. The first 40 feet would have to be paved per DOT requirements, although the rest of the road could be gravel. The Town has a DEP approved Tier 1 wetlands permit, which will expire in May 2008 if the project has not started by then.

The Board agreed that Stefan Pakulski, the Road Commissioner/Town Manager, should get a two way road design for the cost of around \$1,500.

Sometime in 2008 Stefan wrote this letter but it wasn't dated:

David Allen, Traffic Engineer
MDOT
98 State House Station
Augusta, ME 04333

Dear Mr. Allen,

I am writing on behalf of the Readfield Select Board to request a modification to the Driveway/Entrance Permit number 6213. The permit as granted is for an Exit Only from the

Readfield Transfer Station. The Select Board would like to revise this to accommodate both an Entrance and Exit for a two-way driveway. There would be no other change to the design.

Please let me know if you need any further information regarding this request. I look forward to hearing from you at your convenience.

Regards,
Stefan Pakulski
Town Manager

Town of Readfield
Application

No.14: Project Description
And
Statement of Avoidance & Minimization

This project consists of the construction of a new exit drive from the Town's transfer station. The present entrance serves well as an entrance, but is a very poor exit due to its reduced site distance northerly. The transfer station serves the Towns of Readfield and Wayne.

The new exit would improve the site distance and, therefore, the safety for exiting traffic, as the distances, both ways, would exceed six hundred (600) feet. With the new exit, traffic would become one-way through the transfer station. A new 3-phase power line would also be built along this proposed exit.

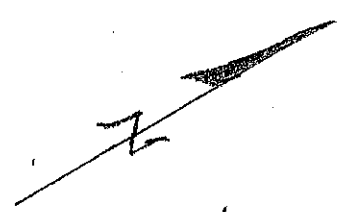
The proposed construction was first considered to be a two-way entrance and exit, with a twenty-four (24) foot traveled way. The wetland, a forested wetland, reduced the proposal to a one-way exit only, and the location of this was pushed to the northerly edge of the Town's total frontage, the southerly portion being a wetland of scrub brush. The frontage is generally wetland, with only a small irregular strip of upland along the northerly edge. The soils being wet, but not a marsh type growth, slopes of the fill were reduced from 4 to 1 down to 3 to 1. It is felt that it may not be structurally sound construction to reduce it to a 2 to 1 slope.

A strip of land about four (4) feet in width is being cleared to allow the installation of erosion control on the south side (silt fence, mulch or baled hay). All disturbed areas and the new fill along with the shoulders will be mulched and seeded.

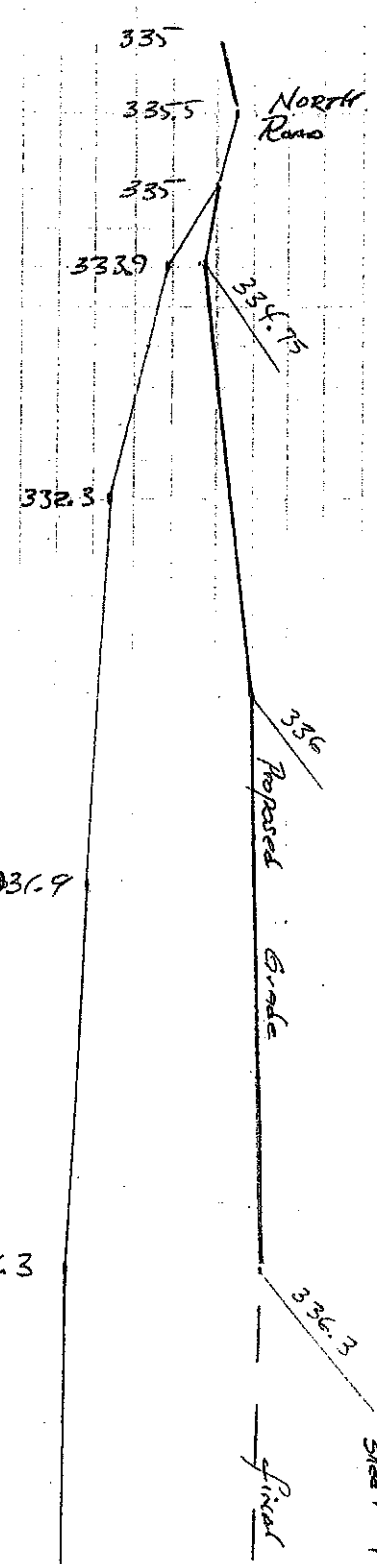
The completed project's traveled way of 700 feet by 14 feet, more or less, will create about 9800 square feet of impervious area.

With the construction of sediment basins at the inlets of the two culverts, it is felt that sediment will be trapped in the basins, therefore helping to reduce the sediment build up in the culverts. Water passing through the culverts will continue to flow southerly through about one hundred (100) feet of forested wetland, then about one hundred (100) feet of scrub brush wetland before it reaches the culvert under the North Road.

This project takes place entirely on property owned by the Town of Readfield.

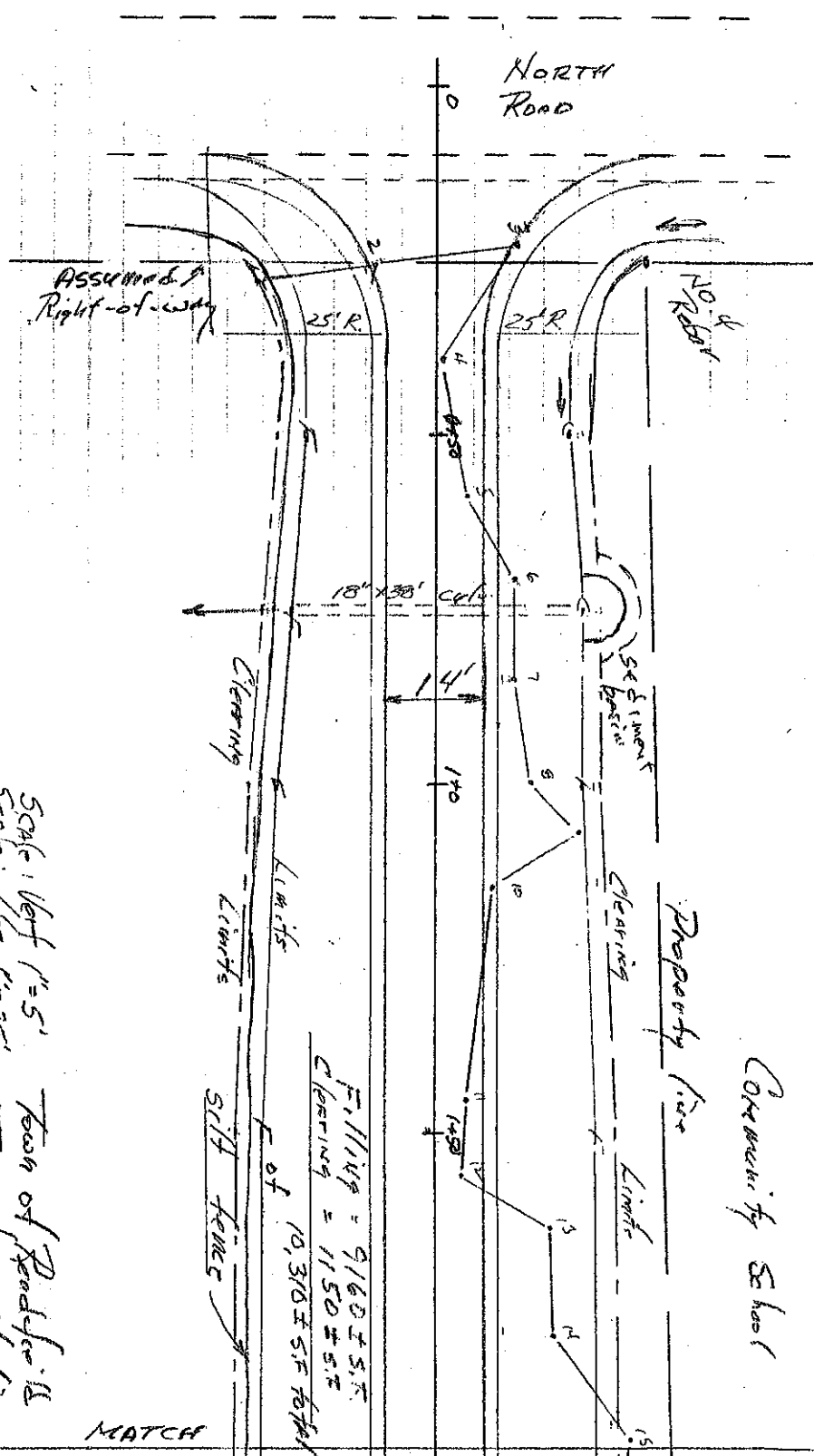


330
335
340



Scale: Vert 1"=5'
 Scale: Hor 1"=25'

Team of Roadside
 Transfer Station
 Proposed Exit Drive
 sheet 1



Community School

ITEM NO.

SUBJECT

LOCATION

ST. NO.

OF

336.8

23'

1450

346.1

140

336.0

18" x 30" cul.

0475

335.2

19'

335

335

335

335

Scale

5'

5'

Town of Reedfield
Transfer Station

6. Appointments

7. Select Board Retreat

8. Transfer Station

Roll off covers

Roll Off Container Covers by TB Industries, Inc.

Easy to Use – Lightweight – Durable – Affordable

[Home](#)

[STORM-TOP Covers](#)

[Quick Covers](#)

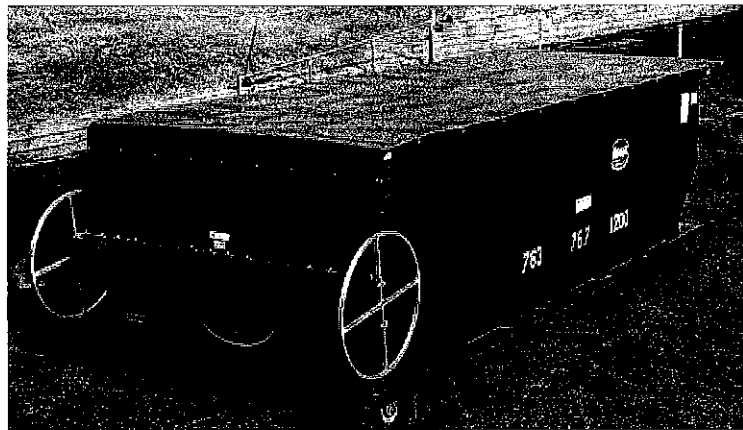
[Contact Us](#)

(1199.each) 2583. for 2 + 185.00 Shipping

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QUICK-COVER Roll Off Container Cover

TB Industries' Quick-Cover roll off container cover. These covers roll open and closed in seconds protecting your container contents from storm water exposure.



Features

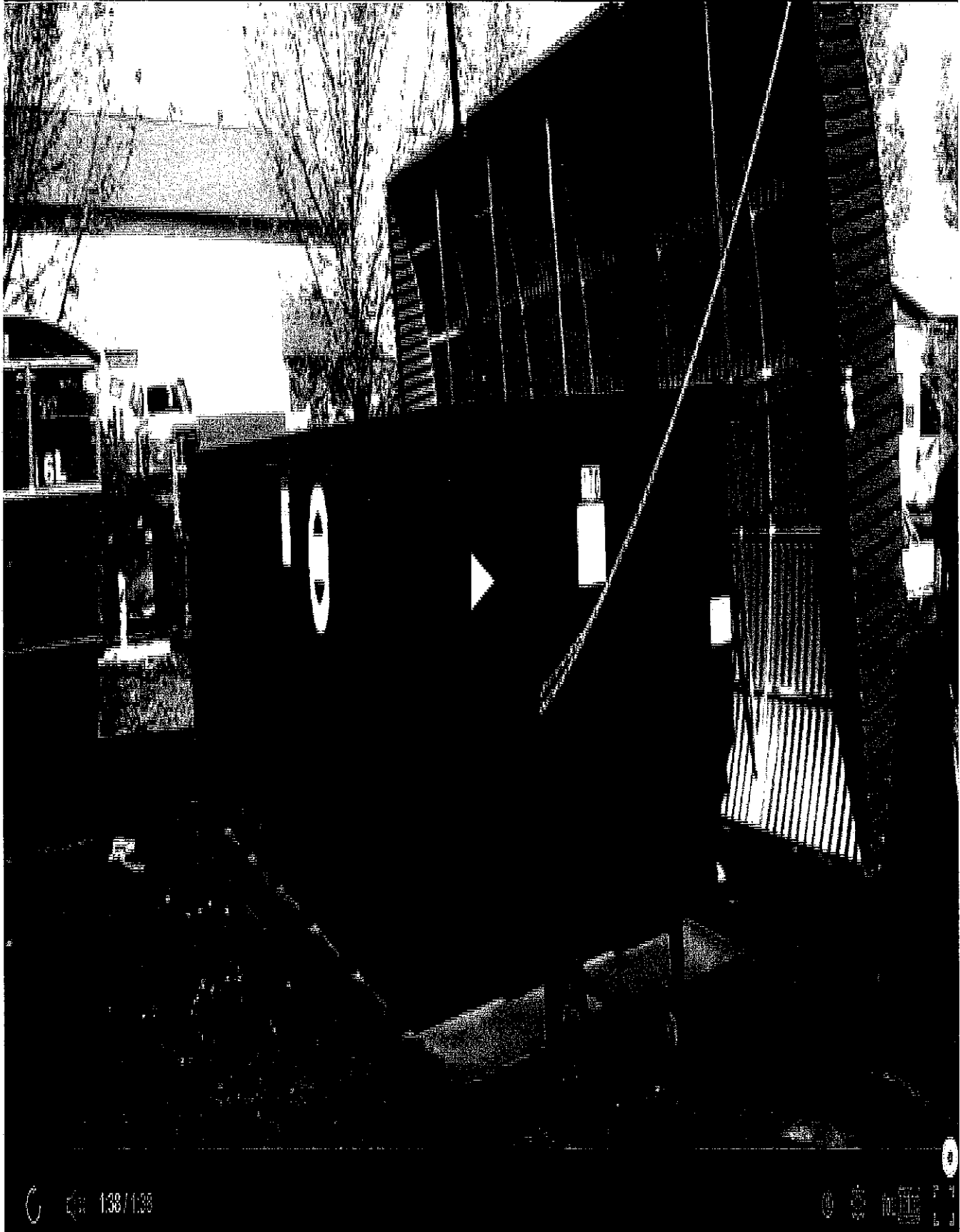
- Protects container from storm water exposure, theft, and unauthorized dumping.
- Installs or removes in seconds.
- Made of UV protected high density polyethylene (Much more durable than industrial use tarps)
- Sizes available to fit any container

Contact Us Today

7280, For 2

3640 each + 395. Shipping

STORM-TOP Easy to Use Roll Off Container Cover- Stand Alone Model

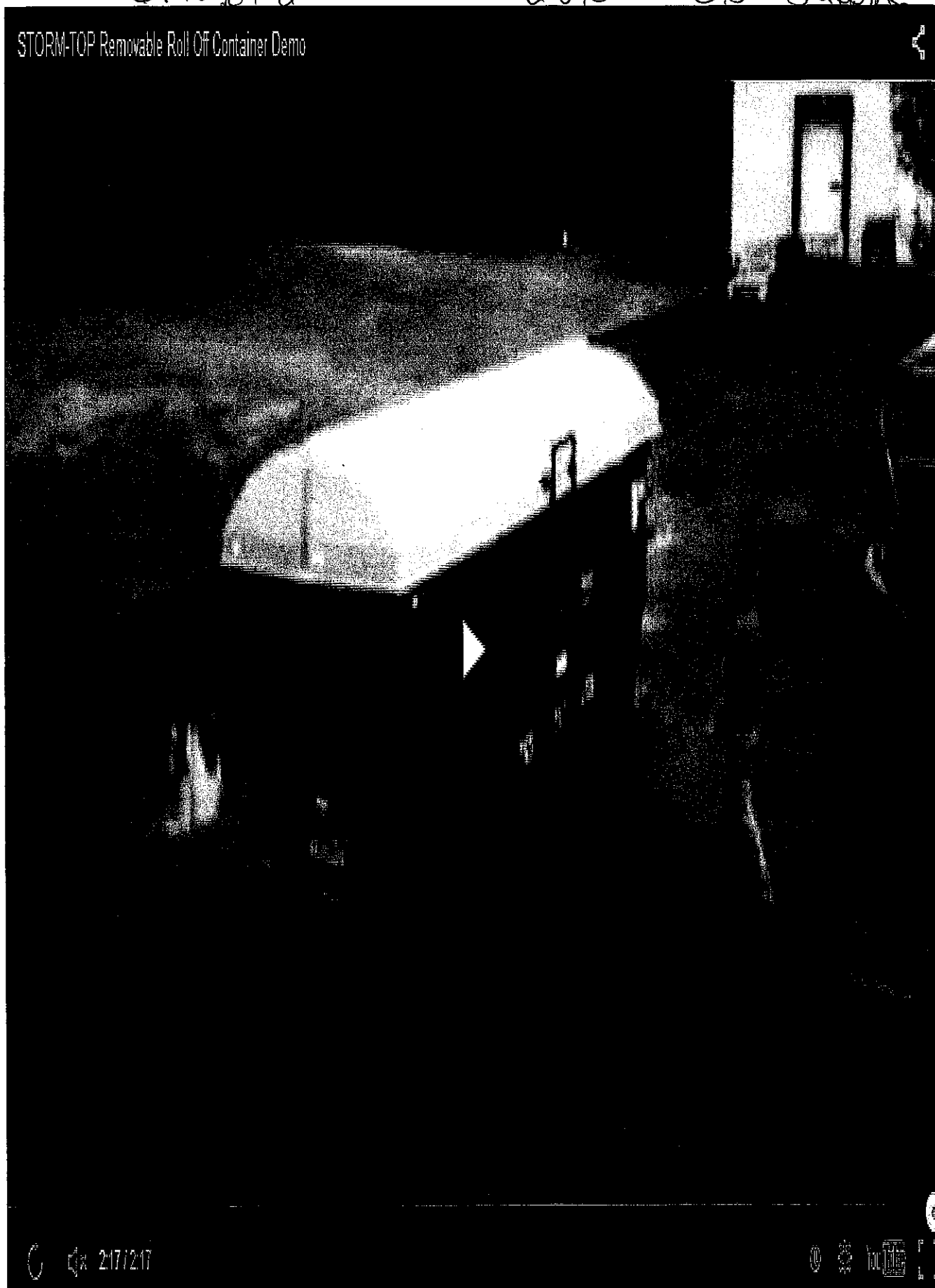


\$ 6175 in 2

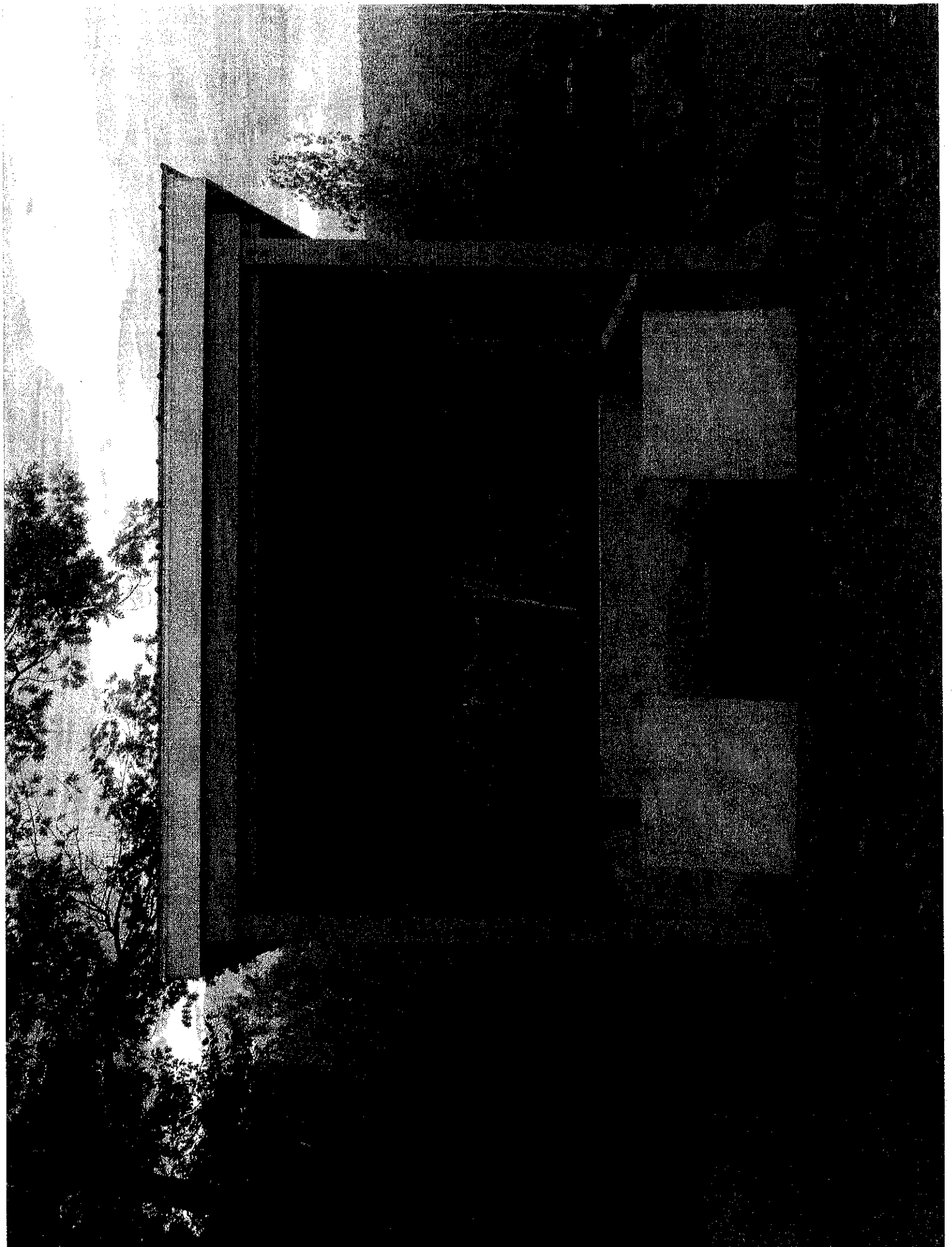
2890⁰⁰

395⁰⁰ skimming

STORM-TOP Removable Roll Off Container Demo



217/217



Transfer Station Signs 2015

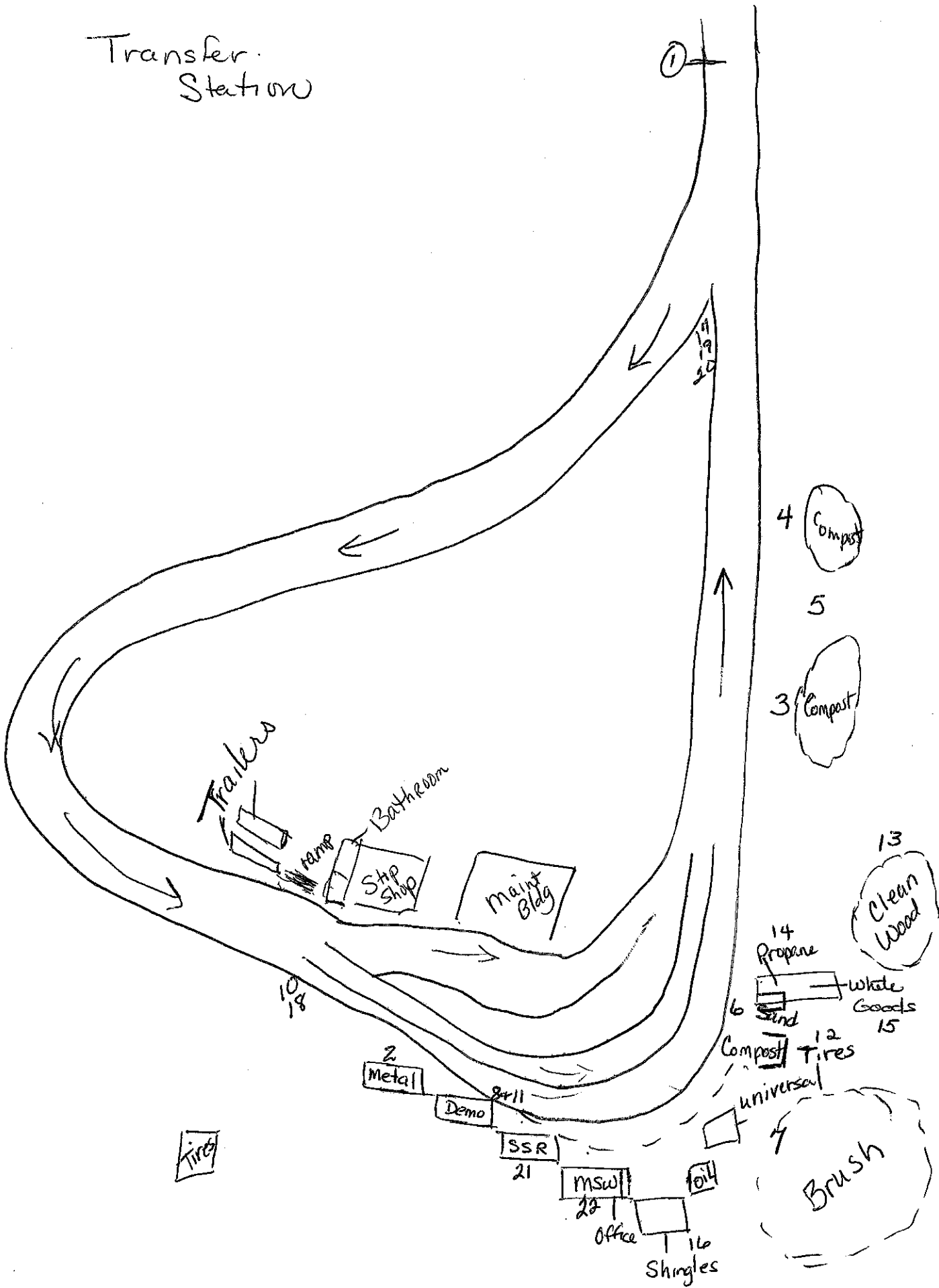
- * 24" x 24" Aluminum sign, 80 mil, Engineer Grade Reflective, Green background, White lettering
- ① 1 - COMMERCIAL HAULERS ONLY ON THURSDAYS Hang on entrance gate
- ② 1 - METALS NO picking from pile No LP Gas Tanks, No Gas Cans, No Whole Cars On pole attached to fence at dumpster
- ③ 1 - GREEN COMPOSTABLE Grass clippings, Plants, Weeds On pole at pile
- ④ 1 - BROWN COMPOSTABLE Leaves, Horse Manure On pole at pile
- ⑤ 1 - COMPOST 2 BUCKET LIMIT On pole at pile
- ⑥ 1 - SAND 2 BUCKET LIMIT On pole at pile
- ⑦ 1 - BRUSH NO FEE (arrow below letters) On pole near tires
- ⑧ 1 - LOADING ZONE (arrow below letters) On pole attached to fence at demo dumpster

- * 24" x 24" Aluminum sign, 80 mil, Engineer Grade Reflective, Red background, White lettering
- ⑨ 1 - STAY IN VEHICLE UNTIL IN UNLOADING ZONE
- On pole placed in cone to left of current sign and where we drive (line of cones that separates Swap Shop from dumping)
- ⑩ 1 - SEE ATTENDANT BEFORE UNLOADING ANYTHING At 'V', on right pole when entering

- * 24" Wide x 12" High Aluminum sign, 80 mil, Engineer Grade Reflective, Red background, White lettering
- 11 1 - DEMOLITION \$ FEE On pole attached to fence at demo dumpster
- 12 1 - TIRES \$ FEE On pole at pile
- 13 1 - CLEAN WOOD \$ FEE On pole near tires
- 14 1 - PROPANE TANKS \$ FEE On pole at pile
- 15 1 - ITEMS WITH FREON \$ FEE On pole at pile
- 16 1 - SHINGLES \$ FEE On pole attached to fence at dumpster

- * 24" x 24" Aluminum sign, 80 mil, Engineer Grade Reflective, White background, Black lettering, with Black border
- 17 1 - ENTER (arrow below letters) At 'V', on right pole when entering site
- 18 1 - STOP TO SHOP (arrow below letters)
- On pole placed in cone next to 'Unloading sign' where we drive (line of cones that separates Swap Shop from dumping)
- 19 1 - RETURN TO DROP-OFF POINT (arrow below letters) At 'Y', on pole on right side when going around behind old building

Transfer
Station



9. Summers Residents Meeting recap

10. Winthrop Ambulance

Winthrop Ambulance Service

"Serving Winthrop, Wayne, Readfield, Mount Vernon, Fayette, Manchester, and Monmouth"

August 1, 2015

Dear Community Partners,

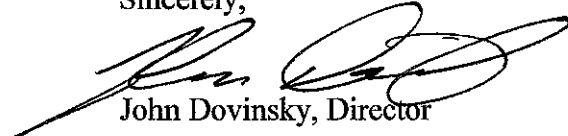
Attached is the contract for Ambulance Service for fiscal year 2015-16. As you will notice, the per capita rate for this year has increased slightly to \$8.25. The increase is due to decreased revenues driven by static insurance reimbursements, unpaid patient bills, and significant changes within the healthcare system. Please sign both copies of the contract and return them, I will have them signed and return one copy to you for your records.

I would like to take this opportunity to thank you all for your continued support, this marks our 37th year together as a regional service. I feel that this is important to recognize in the current financial state of the economy, and with increasing pressure to share services it shows how successful regionalization can be. We mark one year with Town of Monmouth as a new emergency service partner. Also, thanks to the generosity of the Town of Readfield, we continue to be able to station an ambulance at the Readfield Fire station during the day that covers Readfield, Fayette, Manchester and Mt. Vernon and dramatically decreases response times

I believe that we are working towards providing the best EMS service available. As always, we value your input, so please feel free to contact me directly with any questions or ideas. My email is: jdovinsky@winthropmaine.org.

Again, thank you for your continued support, and I look forward to working with you in the future.

Sincerely,



John Dovinsky, Director

RECEIVED _____

AUG 12 2015

CONTRACT FOR AMBULANCE SERVICE

Agreements, by and between the Town of Winthrop, hereinafter referred to as "Winthrop", and the Inhabitants of the Town of Readfield, hereinafter referred to as "Readfield".

WHEREAS, Winthrop has instituted a public ambulance service and is willing to permit said service to be used by other communities:

NOW, THEREFORE, the parties hereto mutually covenant and agree as follows, to wit:

1. Winthrop agrees to provide emergency ambulance service to said Readfield for the period of July 1, 2015 to June 30, 2016. This agreement shall continue from year to year after July 1, 2016. Said agreement shall be an annual agreement renewable automatically subject to termination by either party provided written notice of intended termination be served on the other community 30 days before the proposed termination date.

2. The contract year covered by this agreement shall commence annually on July 1, and terminate on June 30th of the following year.

3. Said Readfield shall pay for said service at a rate computed on a per capita basis using the total populations of all participating towns, and the amount budgeted by Winthrop for the ambulance service for the fiscal period aforementioned. Per capita payments will be due in installments, with one-half due in October and the other half due in May.

4. In the event of any such service being rendered by Winthrop, there shall also be paid to Winthrop by the patient for the particular call, a base amount, plus cost of any materials or supplies used in connection with said call, as well as per mile cost from the location served by the ambulance to the patient's destination. These charges shall be established by and may be adjusted from time to time by the Town of Winthrop.

IN WITNESS THEREOF, the parties hereto have hereunto set their hand.

Date: August 1, 2015

TOWN OF WINTHROP

By: 
Town Manager

TOWN OF READFIELD

By: _____
Town Manager

WITNESSED BY:



WITNESSED BY:

CONTRACT FOR AMBULANCE SERVICE

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4. In the event of any such service being rendered by Winthrop, there shall also be paid to Winthrop by the patient for the particular call, a base amount, plus cost of any materials or supplies used in connection with said call, as well as per mile cost from the location served by the ambulance to the patient's destination. These charges shall be established by and may be adjusted from time to time by the Town of Winthrop.

IN WITNESS THEREOF, the parties hereto have hereunto set their hand.

Date: August 1, 2015

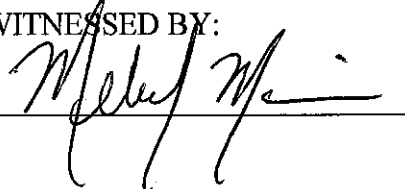
TOWN OF WINTHROP

By: 
Town Manager

TOWN OF READFIELD

By: _____
Town Manager

WITNESSED BY:



WITNESSED BY:

11. OTT Communications



OTTcommunications

Proposal Date:

August 11, 2015

Proposal Created For:

**Town of Readfield
8 Old Kents Hill Rd**

Customer Primary Phone: 207-685-1810

Customer Alternate Phone:

**Readfield, ME
04355**

Proposal Presented By:

**Rick Johnson
OTT Communications**

Primary Phone: 207-992-9971

Alternate Phone:

Comments:

Proposal Summary:

	Quantity	Mo- to- Mo	One Year	Two Year	Three Year	Five Year	Installation	Installation Credit
BUSINESS VOICE SERVICES								
SIP/IP								
i911 Service Fee	10		\$7.50	\$7.50	\$7.50			
BUSINESS VOICE SERVICES Total			\$7.50	\$7.50	\$7.50			
HOSTED PBX SERVICES								
FLEX Premium								
FLEX Premium (Mobile)	1		\$278.99	\$278.99	\$278.99			
HOSTED PBX SERVICES Total			\$278.99	\$278.99	\$278.99			
LONG DISTANCE / TOLL FREE								
Long Distance (Outbound) Services								
Outbound LD - \$0.029/min (Usage Based)	1							
Toll Free (Inbound) Services								
Toll Free - 0.029/min (Usage Based)	1							
LONG DISTANCE / TOLL FREE Total								
Grand Total			\$286.49	\$286.49	\$286.49			

OTT communications
890 Hammond Street
Bangor, Maine 04401



OTTcommunications

Proposal Date:

August 11, 2015

Proposal Created For:

**Town of Readfield
8 Old Kents Hill Rd**

Customer Primary Phone: 207-685-1810

Customer Alternate Phone:

**Readfield, ME
04355**

Proposal Presented By:

**Rick Johnson
OTT Communications**

Primary Phone: 207-992-9971

Alternate Phone:

Comments:

Proposal Summary:

	Quantity	Mo- to- Mo	One Year	Two Year	Three Year	Five Year	Installation	Installation Credit
BUSINESS VOICE SERVICES								
SIP/IP								
i911 Service Fee	10		\$7.50					
BUSINESS VOICE SERVICES Total			\$7.50					
HOSTED PBX SERVICES								
PBX Seat								
Enhanced User V2	10		\$350.00				\$250.00	(\$250.00)
HOSTED PBX SERVICES Total			\$350.00				\$250.00	(\$250.00)
LONG DISTANCE / TOLL FREE								
Long Distance (Outbound) Services								
Outbound LD - \$0.029/min (Usage Based)	1							
Toll Free (Inbound) Services								
Toll Free - 0.029/min (Usage Based)	1							
LONG DISTANCE / TOLL FREE Total								
Grand Total			\$357.50				\$250.00	(\$250.00)

OTTcommunications
890 Hammond Street
Bangor, Maine 04401



AGREEMENT AND STATEMENT OF SERVICES

Sales Rep Name Rick Johnson Date August 14, 2015
Referred By (if applicable) N/A
Multiple Locations? NO List Site Locations Here _____
Yes or No

CUSTOMER PHYSICAL LOCATION ADDRESS

Customer Name Town of Readfield Contact Name Theresa Shaw
Address 8 Old Kents Hill Rd City Readfield State ME Zip Code 04355
Primary Phone Number 207-685-1810 Alternate Phone Number _____
Email Address: readfield.finance@roadrunner.com

BILLING ADDRESS (if different than physical address)

Billing Name Same Billing Contact _____
Address _____ City _____ State _____ Zip Code _____
Phone Number _____

TECHNICAL CONTACT (VENDOR, IT CONTACT, ETC.)

Technical Contact _____ Phone # _____ Cell # _____
Address _____ City _____ State _____ Zip _____

BUSINESS INFORMATION

Type of Business ☐ Proprietorship ☐ Corporation ☐ Partnership ☐ LLC ☐ Non-Profit
Social Security Number _____ Fed Tax ID Number _____
Bank Name _____ Tax Exempt ☒ Yes ☐ No If no: _____ Initial _____

SERVICES AND CHARGES

Location	Telecommunications Services	Term MTHS	Quantity	Installation Fee	Price Each	Recurring Price
	Hosted PBX 10 Mobile Users Bundle		1	\$0.00	\$187.50	\$ 187.50
	3000 Long Distance		1	\$0.00	\$26.40	\$ 26.40
	3000 Toll Free inbound mins		1	\$0.00	\$60.00	\$ 60.00
	Auto-Attendant		1		\$4.09	\$ 4.09
	Toll free number		1		\$1.00	\$ 1.00
	911 Surcharge		10		\$0.75	\$ 7.50
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -

One Time Installation Charges \$0.00 Total month recurring charges \$286.49
One Time Expedite Fee (if necessary) _____ (does not include long distance charge
taxes or surcharges)
Notes _____

****Upload speeds are subject to qualification of Customer's circuit achievable speeds may vary and are subject to many factors and are not guaranteed.

TELECOMMUNICATIONS SERVICE AGREEMENT

Pursuant to this agreement ("Agreement"), entered into between CRC Communications LLC d/b/a OTT Communications ("OTT") and Town of Readfield ("Customer") (each of OTT and Customer a "party"), OTT agrees to provide, and Customer agrees to purchase, the Services and/or lease the Equipment described on the attached Agreement and Statement of Services or in addenda executed from time to time and made part of this Agreement by reference (each a "Service Description"), at the prices and on the terms and conditions stated in such Service Description and below. Each Service Description will describe (i) the requested service commencement date, (ii) the duration of Customer's purchase ("Length of Term"), (iii) the recurring charge ("Recurring Service Charge"), installation charge and any other charges ("Non-Recurring Charges"), and (iv) other pertinent information. Equipment not listed in a Service Description must be provided by Customer or through a separate contract with OTT.

1. Initiation and Term of Service. With respect to each service listed on each Service Description, the Term shall begin on the later of the Requested Service Date or the day after OTT notifies Customer that the Service is ready for use ("Service Commencement Date") and shall continue for the specified Length of Term. At the expiration of the Term, this Agreement shall continue in effect with respect to the Services on a month-to-month basis, until canceled by either party on 30 days' notice; provided, however, that the Service Charge during such period shall be the then current monthly rate on OTT's standard price list.

2. Payment.

(A) Monthly Payments. Except as otherwise required by law, Customer agrees to pay OTT monthly throughout the Term. Billing will begin on the first day of each monthly (or other) billing period after the Service Commencement Date.

(B) First Bill. The first Service Charge shall be prorated from the Service Commencement Date through the end of the calendar month in which the Service Commencement Date occurs. The charges designated as Non-Recurring Charges are payable with the first Service Charge.

(C) Due Date. Except as otherwise agreed, OTT shall submit monthly invoices to Customer; and payment of all charges shall be due at the address shown on the invoice no later than 30 days after the postmark date of the invoice ("Due Date").

(D) Late Payment. Any amounts not paid within 15 days after the Due Date ("Delinquent Charges") will be subject to a late charge of 1.5% per month or such generally applicable late payment rate as OTT may set pursuant to applicable regulatory requirements, whichever is lower ("Late Charge").

(E) Taxes and Surcharges. Any federal, state, or local use, excise, or sales taxes or similar levies chargeable to or against OTT because of the Service provided to Customer and any applicable surcharges shall be charged to and paid by Customer in addition to the Service

however, will be liable for any one-time costs incurred by OTT in its efforts to provision Customer's service.

(B) Except as permitted in subsection (A), if Customer cancels any Service, or if OTT terminates any Service pursuant to Section 3, above, then Customer shall pay OTT an Early Termination Fee in the amount of 100% of the remaining Service Charges payable during the remainder of the Term, plus all amounts due for service rendered prior to the date of cancellation.

(C) Either party may cancel this Agreement without liability if OTT is prohibited from furnishing Service or if any material rate or term contained herein is substantially changed by final order of a court, administrative agency or other tribunal of competent jurisdiction.

(D) Many of OTT's services require communications equipment that may include but are not limited to, DSL modems, Integrated Access Devices or Routers. OTT provides this communication equipment in order to deliver the service requested. This equipment remains the property of OTT Communications and shall remain untouched by the Customer unless Customer is directed otherwise by OTT technical support. If Customer chooses to leave OTT for any reason, OTT reserves the right to collect, in person or via self addressed pre paid parcel, the associated OTT equipment soon after disconnection.

7. Equipment. The provision by OTT, and the purchase or lease by the Customer, of equipment in connection with this Agreement shall be subject to the terms and conditions of this Agreement except as superseded by the terms and conditions of any pertinent addenda attached hereto.

8. Force Majeure. If OTT's performance hereunder is impaired by any cause beyond OTT's reasonable control, including without limitation acts of God, fire, explosion, materially adverse weather condition, inability to obtain needed utilities or services, accidents, breakdown of equipment, machinery or facilities, radiation, compliance with applicable law or regulation, public emergency, civil strife, war or strike ("Force Majeure Condition"), then such performance shall be excused to the extent of such impairment. OTT shall resume performance with reasonable dispatch after cessation of the Force Majeure Condition. If OTT's performance is impaired by a Force Majeure Condition for a period exceeding thirty (30) days, OTT or Customer may cancel the affected Service, in which event Customer shall not be liable for a cancellation charge.

9. Liability for Fraud, Unauthorized, and Illegal Use.

(A) Cooperation. Customer and OTT shall work together in the prevention, investigation, and termination of any fraudulent, illegal or unauthorized use of the OTT services.

(B) Liability. If a joint investigation by Customer and OTT determines that any fraudulent, unauthorized, or illegal use of the OTT Services was the result of lack of sufficient

(H) Severability; Partial Invalidity. If any provision of this Agreement shall be held invalid or unenforceable under applicable law, the remainder shall be deemed modified as necessary to conform to such holding and to give effect insofar as practicable to this Agreement, provided however that if such holding materially modifies the services to be provided or the price thereof, either party may elect to cancel the Agreement without penalty.

(I) Confidentiality. Except with consent of the other party or as required by law or court order, neither party will disclose information regarding the terms of the Agreement ("Confidential Information") to any third party.

(J) Customer Propriety Network Information (CPNI). OTT Communications will comply with all state and federal laws and regulations concerning the disclosure of Customer's CPNI, i.e. information pertaining to Customer's account including the type, technical arrangement, quantity, destination and amount of services being purchased from OTT Communications. OTT will only disclose or discuss CPNI over the phone with the person(s) Customer has specifically designated as authorized to conduct such discussions.

(K) Rights-Of-Way and Facilities. Customer shall be responsible for obtaining and maintaining rights-of-way and facilities required for access from OTT's network to Customer's premises, as well as necessary space and other facilities for OTT and Customer equipment.

(L) Equal Opportunity Employer. OTT is an Equal Opportunity Employer and complies with Executive Order 11246 and 13496 and hereby provides notice of its compliance with FAR 52-222-26, 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. 60-1.4, 41 C.F.R. 60-250.5, and 41 C.F.R. 60-741.5, which are hereby incorporated by reference.

CUSTOMER

Town of Readfield

By: _____

Date _____

[Printed Name] _____

[Title] _____

12. Fairpoint Communications

13. Other

14. Public Communications

PETITION TO BE PLACED ON NOVEMBER 3, 2015 SECRET BALLOT
VOTERS' PETITION PAPER FOR SECRET BALLOT VOTE ON AN ARTICLE OF BUSINESS

To the Municipal Officers of the Town of Readfield, Maine:

We, the undersigned voters of the Town of Readfield, Maine, qualified to vote in all town affairs, hereby request the municipal officers to place the following article before the voters for their consideration at a secret ballot referendum (§2528(5)): Shall an ordinance entitled "Readfield Secret Ballot Approval Process Ordinance" be enacted, to read as follows:

The purpose of this Ordinance is to allow the residents of Readfield the opportunity to amend any secret ballot article being voted on by residents at an Annual Town Meeting which the Selectmen choose to be conducted by Secret Ballot. It is not applicable to open Town Meetings.

The Annual Town Meeting, when being held by secret ballot, shall consist of three sessions, an Amendment Meeting, a Public Hearing and a Vote.

1. Amendment Meeting. The Amendment Meeting shall be conducted after a draft Warrant has been posted at least 7 days prior to the Amendment meeting. The draft Warrant articles shall be considered and may be amended by a majority vote of those residents present at the Amendment meeting. Voting approval by residents is required on each and every article on the draft Warrant for the approval of any Town Meeting secret ballot warrant. The Amendment Meeting shall be held at least 30 to 45 days prior to the Town Meeting referendum final vote.

2. Public Hearing. A public hearing shall be held on any secret ballot warrant pursuant to state law 30-A MRSA §2528 at least seven days before the hearing the Select Board shall notifying the residents of Readfield of the public hearing.

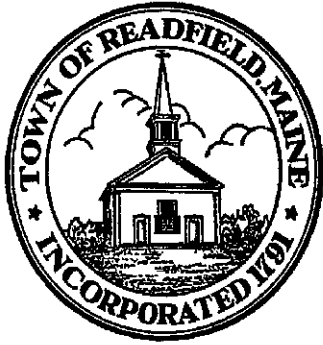
3. Warrant. The Town Meeting secret ballot vote must be called by a warrant (see 30-A MRS §2523). The warrant must include the proposed municipal budget articles and other referendum articles as voted and approved by residents at the Amendment meeting.

4. Town Meeting Referendum Vote.

A. Following development and approval of the municipal budget and referendum articles, a secret ballot referendum vote must be held to allow the voters to validate or reject all articles, as approved and amended at the Amendment meeting. The referendum vote shall be conducted by secret ballot (see 30-A MRS §2528), which vote shall be conducted concurrently with the election of municipal officers.

B. A majority vote of those voting in the secret ballot referendum (on an article by article basis) is required for the final approval of the Annual and Special Municipal Warrant containing budget, referendum and election articles.

5. Special Town Meetings. Any Special Town Meeting, including a meeting scheduled for reconsideration of failed articles at the Annual Town Meeting, shall be conducted as an Open Town Meeting and not by secret ballot.



TOWN OF READFIELD

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

TO: Automobile Graveyard / Junkyard Permittee
FROM: Gary Quintal, Code Enforcement Officer
DATE: August 19, 2015
RE: Renewal Permit

Your annual permit expires at the end of September. The Select Board will review your automobile Graveyard / Junkyard application as require by State Law in Title 30-A, Section 3753.

- **The Select Board hearing for your renewal permit will be on Monday, September 21, 2015 beginning at 6:30 pm at the Town Office.**
- **Your site inspection will be scheduled after the Town of Readfield receives your completed application and fee. The owner of the property needs to be present for this inspection, my office hours are Tuesday's and Thursday's 8:30 to 1:30 and Wednesday's 12:00 to 6:00, so if you have a preference for a particular day or time, please call me.**

Enclosed is your application for renewal and a copy of your 2014 information. Be sure to answer all questions and mail or return it with your application fee to the town office before September 8, 2015. The annual renewal application fee is \$100.

If you have any questions, please call me at 685-3290.

Maine Revised Statutes

- ▼ [§3754 PDF](#)
- ▼ [§3754 MS-WORD](#)
- ▼ [STATUTE SEARCH](#)
- ▼ [CH. 183 CONTENTS](#)
- ▼ [TITLE 30-A CONTENTS](#)
- ▼ [LIST OF TITLES](#)
- ▼ [DISCLAIMER](#)
- ▼ [MAINE LAW](#)
- ▼ [REVISOR'S OFFICE](#)
- ▼ [MAINE LEGISLATURE](#)

§3753

Title 30-A:

§3754-A

MUNICIPALITIES AND COUNTIES HEADING: PL 1987, C. 737, PT. A, §2 (NEW)

Part 2: MUNICIPALITIES HEADING: PL 1987, C. 737, PT. A, §2 (NEW)

Subpart 6: REGULATION, LICENSES AND PERMITS HEADING: PL 1987, C. 737, PT. A, §2 (NEW)

Chapter 183: ECONOMIC REGULATION HEADING: PL 1987, C. 737, PT. A, §2 (NEW)

Subchapter 1: JUNKYARDS AND AUTOMOBILE GRAVEYARDS HEADING: PL 1991, C. 548, PT. B, §4 (RPR)

§3754. Hearings

Municipal officers or county commissioners, as provided for in section 3753, shall hold a public hearing before granting a permit to establish a new automobile graveyard, automobile recycling business or junkyard and may hold public hearings annually regarding the relicensing of these facilities. Municipal officers or county commissioners shall require an applicant to provide proof of mailing the notice of the application to all abutting property owners. Municipal officers or county commissioners shall also post a notice of the hearing at least 7 and not more than 14 days before the hearing in at least 2 public places in the municipality or unorganized territory and publish a notice in one newspaper having general circulation in the municipality or unorganized territory in which the automobile graveyard, automobile recycling business or junkyard is to be located. The municipal officers or county commissioners shall give written or electronic notice of the application to establish a new automobile graveyard or automobile recycling business to the automobile dealer licensing section of the Department of the Secretary of State, Bureau of Motor Vehicles by mailing a copy of the application at least 7 and not more than 30 days before the hearing. The municipal officers or county commissioners shall give written notice of the application to the public water supplier if the application is for an automobile graveyard, automobile recycling business or junkyard located within the supplier's source water supply area. The notice may be given by mailing a copy of the application at least 7 and not more than 14 days before the hearing. [2005, c. 424, §2 (AMD).]

SECTION HISTORY

1987, c. 737, §5A2, C106 (NEW). 1989, c. 6, (AMD). 1989, c. 9, §2 (AMD). 1989, c. 104, §8C, 10 (AMD). 1993, c. 173, §4 (AMD). 1999, c. 761, §5 (AMD). 2003, c. 312, §8 (AMD). 2005, c. 424, §2 (AMD).