

**Readfield Select Board
Regular Meeting Agenda**

May 16, 2016

Meeting starts: 6:30 PM

Location: Readfield Town Office - Giles Hall

Pledge of Allegiance

Regular Meeting - 5 minutes

16-151 - Minutes: Select Board meeting minutes of May 2, 2016 - 5 minutes

16-152 - Warrant: #47 & #48 - 5 minutes

Communications - 40 minutes

Select Board communications - 15 minutes

Town Manager - 5 minutes

Boards, Committees, Commissions & Departments - 5 minutes

- Appointments Ad Hoc Committee Meeting Minutes of April 7, 2016
- Age Friendly Ad Hoc Committee Meeting Minutes of March 9 and March 23, 2016
- Cemetery Committee Meeting Minutes of March 28, 2016
- Trails Committee Meeting Minutes of March 27, 2016

Public Communication - Members of the public may address the Select Board on any topic – 15 minutes

Appointments & Re-appointments - 5 minutes

16-153 - Appoint Ellen Blanchard as Warden for the June 14, 2016 Election

16-154 - Re-appoint Kenneth Clark to the Trails Committee

16-155 - Re-appoint Ann Keilty to the Trails Committee

16-156 - Re-appoint Brenda Lake to the Cemetery Committee

16-157 - Re-appoint Fran Zambella to the Appeals Board

Unfinished Business - 15 minutes

16-093 - Consider Code Enforcement activity at 323 Main Street - 10 minutes

16-150 - Consideration of a Liquor License for the Emporium - 5 minutes

New Business - 85 minutes

16-158 - Consider a new road name for the Mace Saw Mill Entrance - 5 minutes

16-159 - Striping Bid Award - 5 minutes

16-160 - Shoulder Work Bid Award - 5 minutes

16-161 - Crack Sealing Bid Award - 5 minutes

16-162 - Brush Grinding Quote Award - 5 minutes

16-163 - Sweeping Quote Award - 5 minutes

16-164 - Draft Winter Maintenance RFP Review - 15 minutes

16-165 - Draft Paving RFP Review - 15 minutes

16-166 - 1st Reading of the revised Procedures for Appointments and Reappointments - 10 minutes

16-167 - 1st Reading of the Proposed Readfield Code of Public Conduct - 10 minutes

16-168 - Other - 5 minutes

Future Agenda Items

As identified in Appendix A

Other

Adjournment

REGULAR MEETING

- **MINUTES**
- **WARRANTS**

Readfield Select Board
Regular Meeting Minutes – May 2, 2016 – Unapproved

Readfield Board of Selectmen

May 16, 2016

Item # 16-151

Select Board Members Present: Valarie Pomerleau, Thomas Dunham, Christine Sammons, Bruce Bourgoine, and Allen Curtis

Others Attending: Eric Dyer (Town Manager), Kristin Parks (Board Secretary), William Starret (Channel 7), Grace Keene, Ann Mitchell, Debora A. Doten, Fran Zambella

Ms. Pomerleau called the meeting to order at 6:30 pm followed by The Pledge of Allegiance.

Regular Meeting

- **16-142 – Minutes: Select Board, meeting minutes of April 19 and April 25, 2016**
 - **Motion** made by Mr. Curtis to approve the minutes of the April 19, 2016 meeting as written, **second** by Mrs. Sammons. **Vote 5-0** in favor.
 - **Motion** made by Mrs. Sammons to approve the minutes of the April 25, 2016 meeting as amended, **second** by Mr. Dunham. **Vote 4-1**, abstained by Ms. Pomerleau due to excused absence.
- **16-143 – Warrant: #45 & #46**
 - **Motion** made by Mr. Bourgoine to approve Warrant #45 & #46 in the amount of \$347,457.39, **second** by Mrs. Sammons. **Vote 5-0** in favor.

Communications

- **Select Board Communications**
 - Mr. Curtis made a quick announcement that he is re-running for the Select Board.
 - Mrs. Sammons asked if the signs at the transfer station and fire station could be used to advertise the upcoming fundraiser Kim Whitman talked about last meeting.
 - Mr. Dunham asked is Giles Hall is currently ADA compliant. Discussion on ways to improve ramp access and opening of the doors.
 - Mr. Dunham mentioned that the date for when absentee ballots are available is missing from the May Messenger. They will be available starting May 16th and due back by June 9th.
 - Suggested to wait until after the due date to publish the nominees for positions in the messenger so everyone has equal amount of time.
- **Town Manager**
 - Mr. Dyer went over his Town Manager report dated for May 2, 2016.
- **Boards, Committees, Commissions & Departments**
 - **Budget Committee Meeting Minutes for April 14, 2016**
 - Thank you for submitting your minutes and for the super job to help get the budget prepared.
 - **Appointments Ad Hoc Committee Meeting Minutes of March 16 and March 30, 2016**
 - Thank you for submitting your minutes.
- **Public Communications - Members of the public may address the Select Board on any topic**
 - None

Appointments & Re-Appointments:

- **16-144 – Re-Appoint Sandra Rourke to the Cemetery Committee**
 - **Motion** made by Mr. Bourgoine to re-appoint Sandra Rourke to the Cemetery Committee for the term of 7/1/2016 to 6/30/2019, **Second** by Mr. Curtis. **Discussion:** Mr. Dunham feels that since she is running for Select Board we should wait to re-appoint. **Vote** 4-1, abstained by Mr. Dunham.
- **16-145 – Appoint Ann Mitchell to the Age Friendly Ad Hoc Committee**
 - Ms. Mitchell was present and addressed the board.
 - **Motion** made by Mr. Bourgoine to appoint Ann Mitchell to the Age Friendly Ad Hoc Committee, **Second** by Ms. Pomerleau. **Vote** 5-0 in favor.

New Business:

- **16-146 – Old Kents Hill Culvert Bid Award**
 - Two bids were received; one from Maranacook Masonry Inc. in the amount of \$34,500.00 and one from Knowles Industrial Services Corporation in the amount of \$28,660.00 with an alternative proposal as well. Road Committee has reviewed the bids and recommends that going with Knowles and doing the shotcrete proposal in the amount of \$23,540.00 would be the best bid to go with.
 - Discussion amongst the Select Board regarding the bids received and different options presented. Concerns by Mr. Curtis if having two different proposals in one bid form is acceptable.
 - Funds are coming mostly from 2016-2017 budget: \$10,000 from the current year budget and \$20,000 from next years.
 - **Motion** made by Mr. Dunham to negotiate with Knowles Industrial Services Corporation for repairs to the concrete culvert on Old Kents Hill Road, **Second** by Mrs. Sammons. **Vote** 5-0 in favor.
- **16-147 – Fire Truck Financing RFP Award**
 - Mr. Dyer went over information presented in the packet regarding the Town of Readfield 2016 Fire Truck Financing Options. Two options; General Obligation Bond and Lease-Purchase. Proposals received from Androscoggin Bank, Camden National Bank, Gorham Savings Bank and Maine Municipal Bond Bank. Mr. Dyer's recommendation at this point, all though went through the RFP process, feels that going with the Maine Municipal Bond Bank would be the best option in the amount of \$27,755.00.
 - Discussion amongst the Select Board regarding the different proposal options and interest rates.
 - **Motion** made by Mr. Curtis to not accept the current bids received for the fire truck financing at this point, **Second** by Mr. Bourgoine. **Vote** 5-0 in favor.
- **16-148 – Set the details for Candidates Night**
 - Date set for Monday, May 9, 2016 at 6:30 pm, subject that all candidates can attend, with a second date scheduled for Thursday, May 12, 2016. Discussion on suggested moderators. Location to be at Giles Hall. Refreshments donated by Select Board members. Time frame to be set for 90 minutes.

- **16-149 – Readfield Enterprise Fund**

- Mr. Dyer went over Readfield Enterprise Fund (REF) Summary presented in packet. Current REF Cash Balance is \$16,177 and Outstanding Balance at \$10,673. Have a couple people interested in pursuing the REF. Mr. Dyer would like to see the REF Committee active again.
- Suggested to check with KVCOG regarding in kind and guidelines.
- Select Board agrees that they would like to see the committee started up again as well.

- **16-150 – Other**

- **Sign Public Hearing Notice for May 25, 2016**
- **Readfield Emporium** – Decision on having a public hearing or not
 - **Motion** made by Mr. Curtis to waive public hearing for the petition for liquor license for Mr. Robert Bittar, **Second** by Ms. Pomerleau. **Vote** 5-0 in favor.
- Mr. Bourgoine spoke regarding presentation from Mr. Tibbetts and the review of funds being invested. Looking for Select Board to ask Eric Dyer, Mrs. Sammons and anyone else interested in doing a review and to make recommendations.
- Suggested by Mr. Dyer for Select Board to attend Board of Assessment review training.
- Mr. Dunham wanted to remind everyone that we need to educate the public on the Warrant that is being presented. Explanation sheet is still being worked on for final draft. May 25, 2016 is last public meeting regarding the Warrant.
- Final detailed proposed budget comparative to be available.
- Readfield Emporium is having fundraiser on May 22, 2016 for the Mill Stream Project.

Motion made by Mr. Dunham to adjourn the meeting at 7:58 pm, **second** by Mrs. Sammons. **Vote** 5-0 in favor.

Minutes recorded by Kristin Parks, Board Secretary

COMMUNICATIONS

- **SELECT BOARD**
- **TOWN MANAGER**
- **BOARDS & COMMITTEES**
- **PUBLIC COMMUNICATIONS**

Readfield Appointments Ad Hoc Committee Minutes

April 7, 2016

Members Present: Clif Buuck, Rob Peale, Val Pomerleau, Tom Dunham.

Members Excused Absent: Robin Lint, Henry Whittemore

Members Unexcused Absent: none

Present and Participating: None

Guests Present: None

Meeting was called to order at 5:04 PM.

Minutes: Val moved and Rob seconded approval of the March 16th minutes and our responses to the comments from Boards, Committees, and Commissions (BCCs) on the draft Procedures document. Approval was unanimous. Rob moved and Tom seconded approval of the March 30th minutes. Approval was unanimous

Discussion:

Introduction and Principals Document: We discussed adding additional language from the Readfield Comprehensive Plan regarding promoting volunteering and civic engagement suggested by Cliff. However, we decided not to add additional verbiage.

Draft Code of Conduct: The item "no threats or insults" was removed to eliminate a negative statement. It was replaced by the positive entry "Identify problems, propose solutions". We discussed the need to format the document to increase readability. One suggestion was to add bullets.

Documents from BCCs: No new missions, bylaws or other documents have been submitted. We discussed how deep we want to go into each BCC's documents and how many would be included in a central binder of BCC documents. We decided it should be limited to items such as by-laws, charters, descriptions,

mission statements, member numbers and terms, and roles and responsibilities. Since some BCCs have extensive documentation we agreed that people interested in particular BCCs should go directly to the BCCs or appropriate town employees for the details.

Code of Ethics: We discussed the Bridgton Code of Ethics as a possible model for Readfield. Issues that came up included impacts on town employees, personal versus financial conflicts of interest, when recusal should occur, importance of disclosure, and acceptance of meals paid for by people doing business with the town. Val agreed to send out a Word version of the document for members to edit.

Current List of Binder Sections and Assignments:

Introduction - Henry will draft and incorporate the former separate document on General Responsibilities.

Principles

Application Procedures

FOAA Responsibilities

Ethical Considerations - Val will draft.

Code of Conduct - Rob will draft.

Reference to and Applicability of Recall Ordinance

Guidelines for BCC Chairs

Committee specific documents include:

Mission Statements

Qualifications, Expertise, and Training

Committee Responsibilities and Roles

Number and terms of members

Next meeting: April 21, 2016, 5 to 6:30 PM. Agenda will include:

Minutes

Ethics

Code of Conduct

Review BCC documents such as mission statements, job descriptions, etc.

Adjourned: 6:47 PM.

Respectfully submitted by Rob Peale, Secretary

Minutes
March 9, 2016
Ad Hoc Committee
Age Friendly Community

Present:

Romaine Turyn, Marianne Perry, John Moran

The meeting convened at 4:00 in the Readfield Town Office.
The minutes were reviewed and no changes were suggested.

Updates

Selectperson Bruce Bourgoine called to say he was ill and could not attend the meeting.

Lydia Adelson informed the group she did not have time to be a formal member of the committee.

John Moran could not reach his contact for the Readfield Guys and Gals. Will keep trying.

Marianne learned of two people potentially interested. She will contact them and inform of them of the application process.

The meeting was joined via telephone by Peter Morelli, AARP. Peter briefly described AARP's interest in assisting towns be Age Friendly. They have a grant from the John T. Gorman Foundation to assist communities. .

The goal is to develop an intentional community; to help make people feel a part of the community. There are many components and models and Readfield can select its own should we choose.

The first step is to gather objective information to determine what people need and want. AARP has funds from the Gorman Foundation to assist with a community needs assessment. The town must apply for them. The funds are geared to low income communities and Readfield does not meet this criteria. We would need to design our plan to dig deeper to connect with lower income individuals.

In addition to factual information we should gather opinions through a public survey and connect with other community groups to help identify perceived needs. The final product would be a report listing the issues identified. From that list we would decide the ones first to be addressed and develop an action plan. Some issues could be addressed immediately; others may take 2-5 years. The towns of Bowdoinham and Bethel were identified as good examples of community efforts.

Romaine distributed the 8 domains used by AARP and others to define an age friendly community.

After the discussion with Peter Morelli, it was the consensus of the committee to proceed with the grant application. It was agreed that Romaine would work on a draft based on suggestions from John and Marianne. They agreed to get information to Romaine by Wednesday March 9th. That would provide time to create an outline by the next meeting on March 23rd at 4:00.

Other tasks:

Reach out to the Senior Café for a potential member.
Write an article for the Readfield Messenger

The meeting adjourned at 5:30

**Readfield Ad Hoc Committee
Age Friendly Committee
Minutes of March 23, 2016 meeting**

Meeting called to order by Chair Romaine Turyn at 4:03 pm. Appointed members present: Romaine Turyn, Marianne Perry and John Moran. Also in attendance were Bruce Bourgoine (SB member) and Darlene McMahon, who has said she is applying for membership in this committee. Minutes for the previous meeting were reviewed, corrected and accepted. Romaine asked for a volunteer to be the note-taker, as she had her time taken up with the Needs Assessment Grant Writing. Also she has offered to write articles about this Committee for the *Readfield Messenger*. Marianne Perry agreed to take notes in collaboration with John Moran. Bruce Bourgoine shared an idea he had for the group to do in the immediate future, which was to connect with the Town of Mt. Vernon's program called "Rides-for-Elderly." This is a free program now available in 5 Kennebec County towns. These towns are Belgrade, Mt. Vernon, Fayette, Rome and Vienna. Bruce passed out an article about this program authored by Betty Adams. He will contact Sandy Wright of Mt. Vernon's Community Partnership Corporation to speak to this Committee about the workings of their program.

Other ideas discussed:

1. Extending sidewalks.
2. Question of whether Select Board ok is necessary for spending grant money.
3. Decided to apply for up to \$8,000 grant money from Gorman Foundation.
4. Romaine said, "Readfield has all the components for an Age-Friendly Community to qualify for a grant application."
5. Romaine, with input from John and Marianne, went over the grant application domains.

John Moran is to get information from the social group Guys and Gals. Marianne will get information about the Town's ad hoc Emergency Response Committee.

Next meeting is April 20, 4-6 pm, at the Town Office. Agenda items will include:

- Representative from Mt. Vernon's free ride program to speak with the Committee;
- Analyzing needs assessment surveys from Bethel and Bowdoinham to be used for Readfield's survey model.

Meeting was adjourned at 5:25 pm

Respectfully submitted,

Marianne Perry, John Moran

*Cemetery Committee Meeting
March 28, 2016
Approved May 2, 2016*

Members Present: Grace Keene, John Moran, Pam Osborn, Deb Doten, Andy Tolman, Marianne Perry, Lydia Adelson, Sandra Rourke

Members Excused: Brenda Lake

Staff: Eric Dyer

The meeting came to order at 9:35 am at the Town Office.

The January 4, 2016 meeting minutes were approved. Motion made by Andy Tolman and second by Marianne Perry to approve the minutes. Approved 6 Abstain 2

Update on the Sexton Position

The Cemetery Committee has been asked to develop a list of qualities and skills needed for a qualified candidate for the Sexton position. The list is as follows:

- Sensitivity to the needs of people who are in deep grief.
- The ability to develop a strong knowledge of Statutes and Rules for cemeteries.
- Ability to work well independently.
- Ability to work cooperatively with a wide variety of people including funeral home directors, Town Office staff, elected officials and Readfield residents.
- Demonstrates skill with grounds maintenance.
- Demonstrates a willingness to learn the history of Readfield cemeteries, how historical stones are cared for and for maintaining old grave sites.
- Demonstrates skill in administrative record keeping.

The Town Manager explained that the first phase of hiring has been completed. He has positive discussions with the labor union. There is a willingness to negotiate the duties of this entire job description if needed. It is the Town Manager's expectation that this position will be filled in May. There are contingencies built in for for clean up and mowing should this position remain unfilled.

Spring Clean-up & Other Related Tasks:

The primary tasks needed are:

- Removal of holiday decorations in all cemeteries.
- Finish raking at Readfield Corner and Case cemeteries.
- Care and fertilization of the plantings at East Readfield cemetery.
- Removal of a tree limb at the East Readfield Cemetery.
- Cable the tree at the Whittier Cemetery.

- Remove fallen branches and other debris in all cemeteries.
- Remove snow plow reflectors at Dudley Plains and East Readfield.
- An ad needs to be placed in the Readfield Messenger and the Winthrop Advertiser to remind people to remove their holiday decorations prior to the Town's spring clean up.
- Order flags and place them on Veteran's graves prior to Memorial Day.

Committee Appointments

There are four committee members who are welcome to complete paperwork for reappointment. This paperwork needs to be submitted to the Town Office by 5/31/2016.

Meeting Adjourned at 11:00 am

Next Meeting: May 2, 2016 at 9:30 in the Town Office

gary and ann

Trails Min. for 3-27-16

approved 4-26-16

From: "gary and ann" <tykel@myfairpoint.net>
Date: Tuesday, April 26, 2016 7:47 AM
To: "Becky Walsh" <beckandy91@gmail.com>; "Christine Sammons" <sammons.christine@yahoo.com>; "gary and ann" <tykel@myfairpoint.net>; "Greg and Nancy Durgin" <durgie@roadrunner.com>; "Hank Laidlaw" <laidlawhb@roadrunner.com>; "Jeannie and Bob Harris" <jcharris51@yahoo.com>; "Karen Peterson" <readfieldfdcem@roadrunner.com>; "Ken Clark" <clark2@fairpoint.net>; "Lydia Adelson" <lydnag@roadrunner.com>; "Nancy Buker" <ladybugicp@yahoo.com>; "Rob Peale" <rnpreadfieldgov@gmail.com>; "Romaine Turyn" <romainemt@myfairpoint.net>; "Will Harris" <willtrout60@gmail.com>

Subject: Minutes March 27, 2016

+ Present: Gary Keilty, Ann Keilty, Bob Harris, Jeanne Harris, Will Harris, Nancy Buker, Romaine Turyn, Greg Durgin

+ Absent: Rob Peale, Karen Peterson, Ken Clark, Becky Walsh

+ Meeting called to order 6:30 by chair Gary Keilty

+ Motion presented and approved to accept February minutes after removing Lydia Adelson's name from present.

+ Ann K will take minutes.

+ Treasurers report - Jeanne H reported amount of \$1107.51 unchanged from last report.

+ Romaine T spoke about the Maine Organization "Senior Living". The emphasis will be on keeping our seniors home in

Readfield. The SB would like an Ad Hoc committee to write up a needs assessment as to "what makes a community." Housing, walking trails etc.

Possible grants will be written *to explore how Read field can become "age friendly"*
 + Karen Tucker of Healthy Communities came out and walked our trails with Gary. She will speak at our April meeting.

+ Mill Stream Dam. Bob H and Greg D reported their meeting with Jerry Bley. Fund raising will begin soon to provide a safety fence,

dam restoration and plantings.

+ Mill Stream Pathway. Thanks to Will Harris for keeping our path open during the winter. A skim coat of Blue Stone is needed and will be applied this season.

+ Term Limits - several members terms will be up this June 30. Gary K reminded members to re-apply if they want to continue.

+ March 29 SB meeting. Gary K asked members to attend and support our budget being put on the ballot.

+ Carry Over Funds Gary has met with Eric Dyer, our TM to confirm that RTC's unspent money would be carried over. Eric agreed.

+ Conservation News. Greg D spoke of the April 28th work day. He has spoken with Cheryl Moore and we will have 20 KHS students working with both

Trail and Conservation members at the Fairground projects.

+ Logo - Ann K reported that Dana and Amy Therrien will contribute time and money to plan and provide for a Trails Logo.

Nancy B suggested we use a pie shaped logo depicting the many uses for our trails.

This logo will appear on any article or notice written.

+ Meeting adjourned at 8:35

APPOINTMENTS
REAPPOINTMENTS &
RESIGNATIONS

FOR THE TOWN OF READFIELD

(TITLE 30-A, M.R.S.A.ss2602)

Readfield Board of Selectmen

May 16, 2016

Item # 16-153

Appointment by the Select Board and Clerk

To **Ellen Blanchard** of Readfield, in the County of Kennebec and State of Maine: There being a vacancy in the position of **Warden** the Select Board of the Municipality of Readfield do, in accordance with the provisions of the laws of the State of Maine, hereby appoint you to said position within and for the Municipality of Readfield, such appointment to be for the June 14, 2016 Election.

Given under our hands this **16**, day of **May** **2016**.

Clerk and Select Board of Readfield

_____ Valarie Pomerleau	_____ Thomas Dunham	_____ Allen Curtis
_____ Christin Sammons	_____ Bruce Bourgoine	_____ Robin Lint, Town Clerk

TOWN OFFICERS' OATH

I, **Robin L. Lint**, hereby certify that **Ellen Blanchard** this day personally appeared before me and took the following oath:

I, **Ellen Blanchard**, do swear, that I will support the Constitution of the United States and of the State, so long as I shall continue a citizen thereof.

I, **Ellen Blanchard**, do swear, that I will faithfully discharge to the best of my abilities, the duties incumbent on me as **Warden** according to the Constitution and laws of the State. So help me God.

Appointees signature: _____ Date: _____

Before me, **Robin L. Lint**, Clerk of Readfield Date: _____, Time: _____

STATE OF MAINE

County of Kennebec

June, 2016

Personally appeared the above named **Ellen Blanchard** who has been duly appointed by the Select Board to the position of **Warden** in said Municipality, and took the oath necessary to qualify him/her to discharge said duties for the term specified above according to law.

Before me, _____ Municipal Clerk
Robin L. Lint

APPOINTMENT APPLICATION

RECEIVED MAY 02 2016
DATE RECEIVED 12:35pm

Readfield Board of Selectmen

May 16, 2016

Item # 16-154

The Select Board shall not discriminate against an applicant based on religion, age, sex, marital s
ancestry, national origin, sexual orientation or physical or mental disabilities. The Select Board m
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

Which Board, Committee or Commission

are you applying for?

Trails Committee Member

Name: Kenneth Clark

Phone (H): 377-4885

Street address: 459 Winthrop Rd

Phone (C): 623-7316

Mailing address: 459 Winthrop Rd, Readfield 04351

E-Mail: clarkk2@fairpoint.net

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

CURRENT member - 2 years

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

want to help community

If you are currently employed, what is your position?

yes - Central Maine Power Co.

Name: Kenneth Clark Position Trails Com. Term: 2 years

CLERK'S USE BEFORE THE APPOINTMENT

Open position Trails Com.

Term: 7-1-16 / 6-30-18

Was this position advertised? ☐ Yes ☐ No

If no, please explain:

Is there a recommendation attached? ☐ Yes ☐ No

If no, please explain:

N/A

CLERK'S USE AFTER THE APPOINTMENT

Chair has been notified of appointment? ☐ Yes ☐ No

If yes, what date:

Is an Oath appropriate: ☐ Yes ☐ No

If yes, what date:

SELECT BOARD APPOINTMENT

To Kenneth Clark of Readfield, in the County of Kennebec and State of Maine: There being a position on the Trails Com. we the Select Board of the Municipality of Readfield do, in accordance with the provisions of the laws of the State of Maine, hereby appoint you to said position within and for the Municipality of Readfield, such appointment to be effective:

7-1-16 thru 6-30-18. Given under our hand this 16, day of May, 2015.

Bruce Bourgoine

Allen Curtis

Thomas Dunham

Valarie Pomerleau

Christine Sammons

APPOINTMENT APPLICATION

RECEIVED MAY 04 2016

The Select Board shall not discriminate against an applicant based on religion, age, sex, marital status, ancestry, national origin, sexual orientation or physical or mental disabilities. The Select Board shall give 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.

Readfield Board of Selectmen
May 16, 2016

Item # 16-155

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
1 year

Which Board, Committee or Commission
are you applying for?

TRAILS COMMITTEE

Name: ANN KEILTY Phone (H): 685-4303

Street address: OLD KENTS HILL RD Phone (C): 242-6753

Mailing address: PO BOX 336

E-Mail: tykel@myfairpoint.net

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

SEVERAL YEARS OF HELPING TO BUILD + maintain trails

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

I WOULD LIKE TO CONTINUE AS A TRAILS MEMBER

If you are currently employed, what is your position?

Name: Ann Keilty Position Trail Committee Term: 1 yr

CLERK'S USE BEFORE THE APPOINTMENT

Open position

Trails Com.

Term:

7-1-16 / 6-30-17

Was this position advertised?

☐

Yes

☒

No

If no, please explain:

Is there a recommendation attached?

☒

Yes

☐

No

If no, please explain:

CLERK'S USE AFTER THE APPOINTMENT

Chair has been notified of appointment?

☐

Yes

☐

No

If yes, what date:

Is an Oath appropriate:

☐

Yes

☐

No

If yes, what date:

SELECT BOARD APPOINTMENT

To Ann Keilty of Readfield, in the County of Kennebec and State of Maine: There being a position on the Trail Com. we the Select Board of the Municipality of Readfield do, in accordance with the provisions of the laws of the State of Maine, hereby appoint you to said position within and for the Municipality of Readfield, such appointment to be effective:

7-1-16

thru

6-30-17

Given under our hand this

16

day of

May

, 2016.

Bruce Bourgoine

Allen Curtis

Thomas Dunham

Valarie Pomerleau

Christine Sammons

APPOINTMENT APPLICATION

Readfield Board of Selectmen

May 16, 2016

Item # 16-156

The Select Board shall not discriminate against an applicant based on religion, age, sex, marital 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

Which Board, Committee or Commission

are you applying for?

Cemetery Committee

Name: Brenda Lake

Phone (H): 685-3529

Street address: 78 Tallwood Drive

Phone (C):

Mailing address: 78 Tallwood Drive, Readfield

E-Mail: bblake@gmail.com

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

Three years on the Readfield Cemetery Committee; supporter of family cemeteries in Newcastle + Jefferson for over 40 years; some knowledge & experience with stone cleaning.

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

I have enjoyed my experience of being on this committee the past 3 years, have learned a lot, and have contributed my time and ideas. I want to do more of that, and look forward to another 3 years of working with the others on this committee to watch over, and maintain, and improve the town cemeteries.

If you are currently employed, what is your position?

Name: Brenda Lake

Position Cemetery Com

Term: 3 years

CLERK'S USE BEFORE THE APPOINTMENT

Open position Cemetery Com.

Term: 7-1-16 / 6-30-19

Was this position advertised? ☐ Yes ☒ No

If no, please explain:

Is there a recommendation attached? ☒ Yes ☒ No

If no, please explain:

CLERK'S USE AFTER THE APPOINTMENT

Chair has been notified of appointment? ☐ Yes ☐ No

If yes, what date:

Is an Oath appropriate: ☐ Yes ☐ No

If yes, what date:

SELECT BOARD APPOINTMENT

To Brenda Lake of Readfield, in the County of Kennebec and State of Maine: There being a position on the Cemetery Com we the Select Board of the Municipality of Readfield do, in accordance with the provisions of the laws of the State of Maine, hereby appoint you to said position within and for the Municipality of Readfield, such appointment to be effective:

7-1-16 thru 6-30-19. Given under our hand this 16, day of May, 2016.

Bruce Bourgoine

Allen Curtis

Thomas Dunham

Valarie Pomerleau

Christine Sammons

APPOINTMENT APPLICATION

RECEIVED MAY 11 2016
DATE RECEIVED

The Select Board shall not discriminate against an applicant based on religion, age, sex, marital ancestry, national origin, sexual orientation or physical or mental disabilities. The Select Board r
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

Which Board, Committee or Commission
are you applying for?

Appeals Board

Name: Fran Zambella Phone (H): 685-9148

Street address: 106 Church Rd Phone (C): _____

Mailing address: P O Box 525, Readfield

E-Mail: franz@qol.com

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

Attended many appeals hearings when I
lived in NJ

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

Town zoning + ordinances as a critical part
of government + need to be addressed.

If you are currently employed, what is your position?

Retired teacher + builder

Name: Fran Zambella Position Appeals Board Term: 3 years

CLERK'S USE BEFORE THE APPOINTMENT

Open position

Appeals Board

Term:

7-1-16 6-30-19

Was this position advertised?

☐

Yes

☒

No

If no, please explain:

Is there a recommendation attached?

☐

Yes

☐

No

If no, please explain:

N/A

CLERK'S USE AFTER THE APPOINTMENT

Chair has been notified of appointment?

☐

Yes

☐

No

If yes, what date:

Is an Oath appropriate:

☐

Yes

☐

No

If yes, what date:

SELECT BOARD APPOINTMENT

To Fran Zambella of Readfield, in the County of Kennebec and State of Maine: There being a position on the Appeals Board we the Select Board of the Municipality of Readfield do, in accordance with the provisions of the laws of the State of Maine, hereby appoint you to said position within and for the Municipality of Readfield, such appointment to be effective:

7-1-16

thru

6-30-19

Given under our hand this 16, day of May, 2015.

Bruce Bourgoine

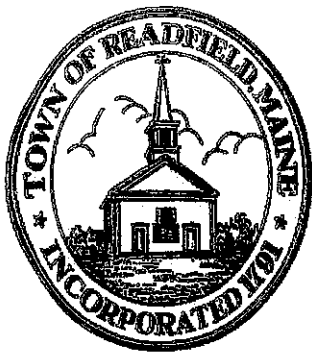
Allen Curtis

Thomas Dunham

Valarie Pomerleau

Christine Sammons

UNFINISHED BUSINESS



Readfield Board of Selectmen

May 16, 2016

Item # 16-093

TOWN OF READFIELD

8 OLD KENTS HILL RD. • READFIELD, MAINE 04355

TEL. (207) 685-4939 • FAX (207) 685-3420

FINAL NOTICE AND LEGAL POSTING **OCCUPANCY DENIED**

Craig Pollis - Owner
323 Main St.
Readfield, ME 04355

April 21, 2016

The Select Board will review the following issues on May 16, 2016 at 6:30

Occupancy Issues:

- Failed to comply with TEMPORARY CERTIFICATE OF OCCUPANCY – LUO Article 4, Section 3, B,
- Illegal Junk Yard – no Select Board permit issued - LUO Article 8, Section 25,
- Nuisances – open burning (Fire Chief take notice) - LUO Article 2, Section 2, (see attached pictures)

Town of Readfield Temporary Occupancy Permit has been revoked
Pending Select Board approval

The Town of Readfield Code Office has made this notice to the Readfield Select Board that the owner, Craig Pollis, is the responsible party for any violation on his property and SHALL obtain a new occupancy permit from the Town of Readfield before allowing any individual to occupy his rental unit at 323 Main Street (aka Map 136 / Lot 44).

ALL PERSONS ACTING CONTRARY TO THIS ORDER ARE ON NOTICE THAT SAID OCCUPANCY IS PENDING ON REVIEW OF THE SELECT BOARD OR IN THE REMOVAL OF THIS NOTICE ARE LIABLE UNDER MAINE REVISED STATUTES - TITLE 30-A ENFORCEMENT, SECTION 4452 and LUO ARTICLE 2, SECTION 2,B, 3 action required from Board of Selectpersons.

Gary Quintal
Code Enforcement Officer



TOWN OF READFIELD

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

TEMPORARY CONDITIONAL CERTIFICATE OF OCCUPANCY

Map Number: 136 Lot Number: 44 Zoning District: Rural Residential
Owner's Name: Craig Pollis
Postal Address: 321 Main Street
Location: 323 Main Street
Subdivision Name: NA
Use of Structure: Rental Unit
Building Permit: #16-5
Septic Approval: # 1404 1999
State Approvals: NA

Contractor: Affordable Electric - Jeff Meade made electrical code repairs

The following items require your immediate attention and are a condition of this occupancy permit;

1. Clean-up burnt garbage and burnt mattress/ box spring, *this practice shall not continue!*
2. You are allowed only two (2) unregistered vehicles or parts thereof, *this Illegal Junk shall be cleaned up!*
3. Window #2 in upstairs bedroom of rental unit is at the repair shop and shall be replaced when finished.
4. The rental unit shall be kept in repair: areas of concern are at the inside floor at the front door, the upstairs breaker panel and the upstairs back closet doors should be kept locked in a child proofed manner.

This "temporary occupancy permit" allows the use of the rental unit for thirty (30) days, upon which a final inspection will certify that all the required repairs or clean-up activities have been completed to the above-referenced property. The Select Board will be notified if the required repairs and clean-up have not been completed within the next thirty days, and the proposed use of the building and land is in substantial compliance with the applicable Statutes and the Land Use Ordinance of the Town of Readfield.

Signed: _____

Gary Quintal, Code Enforcement Officer

Date of Issue: _____

April 21, 2016













TOWN OF READFIELD

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

TEMPORARY CONDITIONAL CERTIFICATE OF OCCUPANCY

Map Number: 136 Lot Number: 44 Zoning District: Rural Residential
Owner's Name: Craig Pollis
Postal Address: 321 Main Street
Location: 323 Main Street
Subdivision Name: NA
Use of Structure: Rental Unit
Building Permit: #16-5
Septic Approval: # 1404 - 1999
State Approvals: NA

Contractor: Affordable Electric – Jeff Meade made electrical code repairs

The following items require your immediate attention and are a condition of this occupancy permit;

1. Clean-up burnt garbage and burnt mattress/ box spring, *this practice shall not continue!*
2. You are allowed only two (2) unregistered vehicles or parts thereof, *this Illegal Junk yard shall be cleaned up!*
3. Window (1/2) in upstairs bedroom of rental unit is at the repair shop and shall be replaced when finished.
4. The rental unit shall be kept in repair: areas of concern are at the inside floor at the front door, the upstairs breaker panel and the upstairs back closest doors should be kept locked in a child proofed manner.

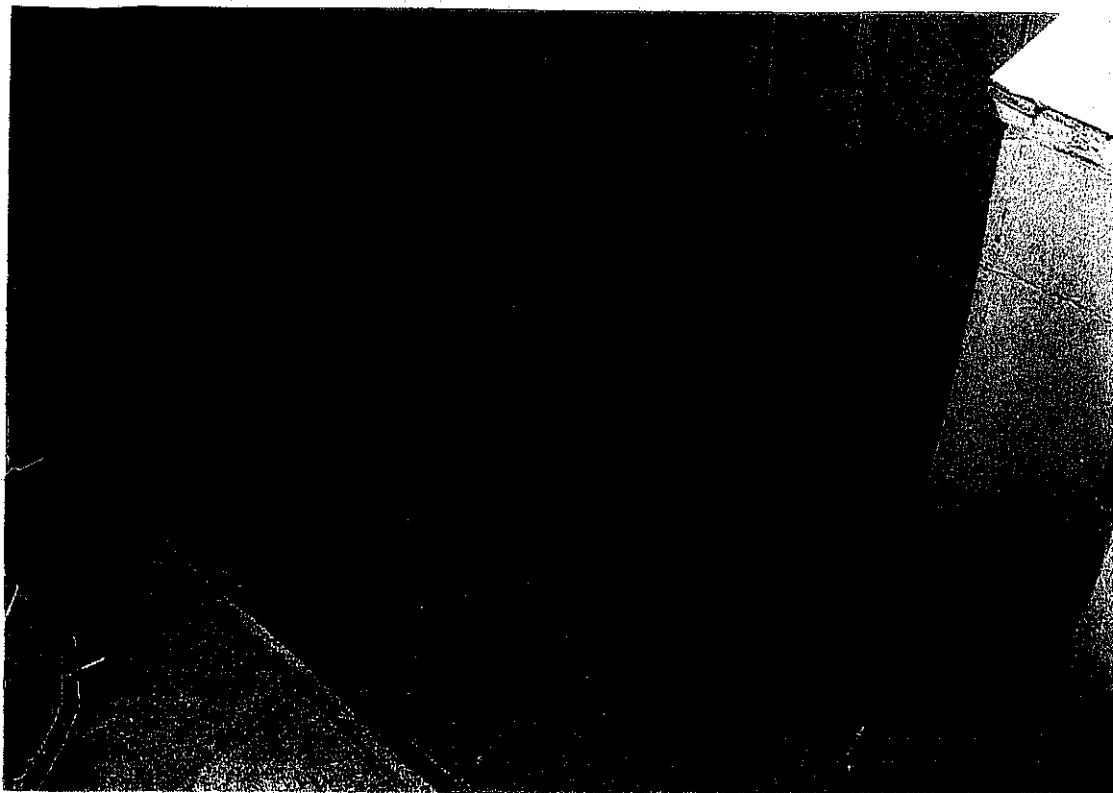
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Signed: _____

Gary Quintal, Code Enforcement Officer

Date of Issue: _____

March 2, 2016







Division



Promise by any person that he or she can expedite a liquor license through influence should be completely disregarded.

To avoid possible financial loss an applicant, or prospective applicant, should consult with the Division before making any substantial investment in an establishment that now is, or may be, attended by a liquor license.

Readfield Board of Selectmen

May 16, 2016

BUREAU

Item # 16-150

License No. Assigned:

Class:

Deposit Date:

Amt. Deposited:

PRESENT LICENSE EXPIRES June 10 2015**INDICATE TYPE OF PRIVILEGE: MALT & VINOUS****INDICATE TYPE OF LICENSE:**☒ RESTAURANT (Class I,II,III,IV)☐ HOTEL-OPTIONAL FOOD (Class I-A)☐ CLASS A LOUNGE (Class X)☐ CLUB (Class V)☐ TAVERN (Class IV)☐ RESTAURANT/LOUNGE (Class XI)☐ HOTEL (Class I,II,III,IV)☐ CLUB-ON PREMISE CATERING (Class I)☐ GOLF CLUB (Class I,II,III,IV)☐ OTHER: _____**REFER TO PAGE 3 FOR FEE SCHEDULE****ALL QUESTIONS MUST BE ANSWERED IN FULL**

1. APPLICANT(S) --(Sole Proprietor, Corporation, Limited Liability Co., etc.)		2. Business Name (D/B/A) Readfield Emporium Corp.	
Robert Bittar DOB: 02/21/1941			
Helen Bittar DOB: 10/18/1941		Location (Street Address) 1146 Main Street	
Address 309 Waugan Road		City/Town Readfield	State Maine
		Zip Code 04355	
		Mailing Address See Applicants' address	
City/Town North Monmouth, Maine	04265	City/Town	State
Telephone Number 207-933-4965	No fax	Business Telephone Number 207-685-7348	No fax
Federal I.D. # 01-0474573		Seller Certificate # S-232603	

3. If premises are a hotel, indicate number of rooms available for transient guests: _____

4. State amount of gross income from period of last license: ROOMS \$ 0.00 FOOD \$ 55,380.00 LIQUOR \$ 14,662.62

5. Is applicant a corporation, limited liability company or limited partnership? YES ☒ NO ☐**If YES, complete Supplementary Questionnaire**

6. Do you permit dancing or entertainment on the licensed premises? Yes, local musical performers. Fire Marshall Rick McCarthy in Augusta has given us permission to allow dancing.

7. If manager is to be employed, give name: _____

8. If business is NEW or under new ownership, indicate starting date: _____

Requested inspection date: _____ Business hours: _____

10. Is/are applicant(s) citizens of the United States? YES X

11. Is/are applicant(s) residents of the State of Maine? YES X

12. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married:
Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
Robert Bittar	02/21/1941	Brooklyn NY
Helen Bittar (née Alcock)	10/18/1941	Astoria NY

Residence address on all of the above for previous 5 years (Limit answer to city & state)
Indianapolis Florida
North Monmouth Maine

13. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States? NO X

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

14. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued?
No X If Yes, give name: _____

15. Has/have applicant(s) formerly held a Maine liquor license? YES X NO

16. Does/do applicant(s) own the premises? Yes X No If No give name and address of owner: _____

17. Describe in detail the premises to be licensed: (Supplemental Diagram Required) Eat-in, take-out, pizza and dinner.

18. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?
YES X Applied for: _____

19. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? Maranacook HS 1.2 miles; St. Andrew's Parish House .2 miles

20. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? NO X

If YES, give details: _____

The Division of Liquor Licensing & Inspection is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.

NOTE: "I understand that false statements made on this form are punishable by law. Knowingly supplying false information on this form is a Class D offense under the Criminal Code, punishable by confinement of up to one year or by monetary fine of up to \$2,000 or both."

Dated at: North Monmouth, Maine on April 26, 2016

Please sign in blue ink

Signature of Applicant or Corporate Officer(s)

Robert Bittar

Print Name

Signature of Applicant or Corporate Officer(s)

Helen Bittar

Print Name

All applications for NEW or RENEWAL liquor licenses must contact their Municipal Officials or the County Commissioners in unincorporated places for approval of their application for liquor licenses prior to submitting them to the bureau.

THIS APPROVAL EXPIRES IN 60 DAYS.

FEE SCHEDULE

Class I	Spirituos, Vinous and Malt	\$ 900.00
	CLASS I: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers; OTB.	
Class I-A	Spirituos, Vinous and Malt, Optional Food (Hotels Only)	\$1,100.00
	CLASS I-A: Hotels only that do not serve three meals a day.	
Class II	Spirituos Only	\$ 550.00
	CLASS II: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; and Vessels.	
Class III	Vinous Only	\$ 220.00
	CLASS III: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	
Class IV	Malt Liquor Only	\$ 220.00
	CLASS IV: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.	
Class V	Spirituos, Vinous and Malt (Clubs without Catering, Bed & Breakfasts)	\$ 495.00
	CLASS V: Clubs without catering privileges.	
Class X	Spirituos, Vinous and Malt – Class A Lounge	\$2,200.00
	CLASS X: Class A Lounge	
Class XI	Spirituos, Vinous and Malt – Restaurant Lounge	\$1,500.00
	CLASS XI: Restaurant/Lounge; and OTB.	

FILING FEE.....\$ 10.00

UNORGANIZED TERRITORIES \$10.00 filing fee shall be paid directly to County Treasurer. All applicants in unorganized territories shall submit along with their application evidence of payment to the County Treasurer.

All fees must accompany application, made payable to: **TREASURER, STATE OF MAINE. – DEPARTMENT OF PUBLIC SAFETY, LIQUOR LICENSING AND INSPECTION DIVISION, 164 STATE HOUSE STATION, AUGUSTA ME 04333-0164.** Payments by check subject to penalty provided by Sec. 3, Title 28A, MRS.

STATE OF MAINE

Dated at: Readfield, Maine Kennebec ss
 On: 4/26/16 Date
 City/Town (County)

The undersigned being: ف Municipal Officers ف County Commissioners of the
ف City ف Town ف Plantation ف Unincorporated Place of: _____, Maine

Hereby certify that we have given public notice on this application and held public hearing thereon as required by Section 653 Title 28A, Maine Revised Statutes and hereby approve said application.

THIS APPROVAL EXPIRES IN 60 DAYS

NOTICE – SPECIAL ATTENTION

§ 653. Hearings; bureau review; appeal

1. **Hearing.** The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, shall hold a public hearing for the consideration of applications for new on-premise licenses and applications for transfer of location of existing on-premise licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.
 - A. The bureau shall prepare and supply application forms. [1993, c.730, §27(amd).]
 - B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located. [1995, c.140, §4 (amd).]
 - C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premise license, for transfer of the location of an existing on-premise license or for renewal of an on-premise license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premise license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premise license that has been extended pending renewal with 120 days of the filing of the application. [1999, c.589, §1 (amd).]
2. **Findings.** In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:
 - A. Conviction of the applicant of any Class A, Class B or Class c crime: [1987, c.45, Pt.A§4 (new).]
 - B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control; [1987, c.45, Pt.A§4(new).]
 - C. Conditions of record such as waste disposal violations, health or safety violation or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner; [1993, c.730, §27 (amd).]
 - D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises; [1989, c.592, §3 (amd).]
 - E. A violation of any provision of this Title; and [1989, c.592, §3 (amd).]
 - F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601. [1989, c.592, §4 (new).][1993, c.730, §27 (amd).]
3. **Appeal to bureau.** Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all licensure requirements and findings referred to in subsection 2.
 - A. [1993, c.730, §27 (rp).]
4. **No license to person who moved to obtain a license. (REPEALED)**
5. **(TEXT EFFECTIVE 3/15/01) Appeal to District Court.** Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt. Upon resolution of the appeal, if an applicant's license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee.

STATE OF MAINE
Liquor Licensing & Inspection Unit
164 State House Station
Augusta, Maine 04333-0164
Tel: (207) 624-7220 Fax: (207) 287-3424

SUPPLEMENTARY QUESTIONNAIRE FOR CORPORATE APPLICANTS, LIMITED LIABILITY COMPANIES AND LIMITED PARTNERSHIPS

1. **Exact Corporate Name:** Readfield Emporium Corp.
Business D/B/A Name: Readfield Emporium Corp.

2. **Date of Incorporation:** February 1986

3. **State in which you are incorporated:** Maine

4. **If not a Maine Corporation, date corporation was authorized to transact business within the State of Maine:**

5. **List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list percent of stock owned:**

Name	Address Previous 5 Years	Birth Date	% of Stock	Title
Robert Bittar	914 S Riverside Dr, Indialantic FL 32903	2/21/1941	50	President / Director
Helen Bittar	309 Waugan Rd, N Monmouth ME 04265	10/18/1941	50	Director

6. **What is the amount of authorized stock?** 1000 **Outstanding Stock?** None

7. **Is any principal officer of the corporation a law enforcement official?** () YES (X) NO

8. **Has applicant(s) or manager ever been convicted of any violation of the law, other than a minor traffic violation(s), of the United States?** () YES (X) NO.

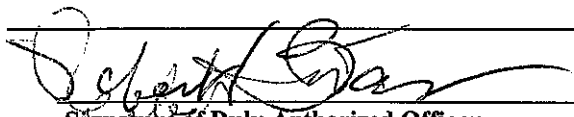
9. **If yes, please complete the following:** Name: _____

Date of

Conviction: _____ Offense: _____

Location: _____ Disposition: _____

Dated at: _____ On: _____
 City/Town Date



Signature of Duly Authorized Officer

Date: 4/26/16

ROBERT BITTAR

Print Name of Duly Authorized Officer

Robert B. Ttar

Signature and Title of Club Officer

Robert B. Ttar

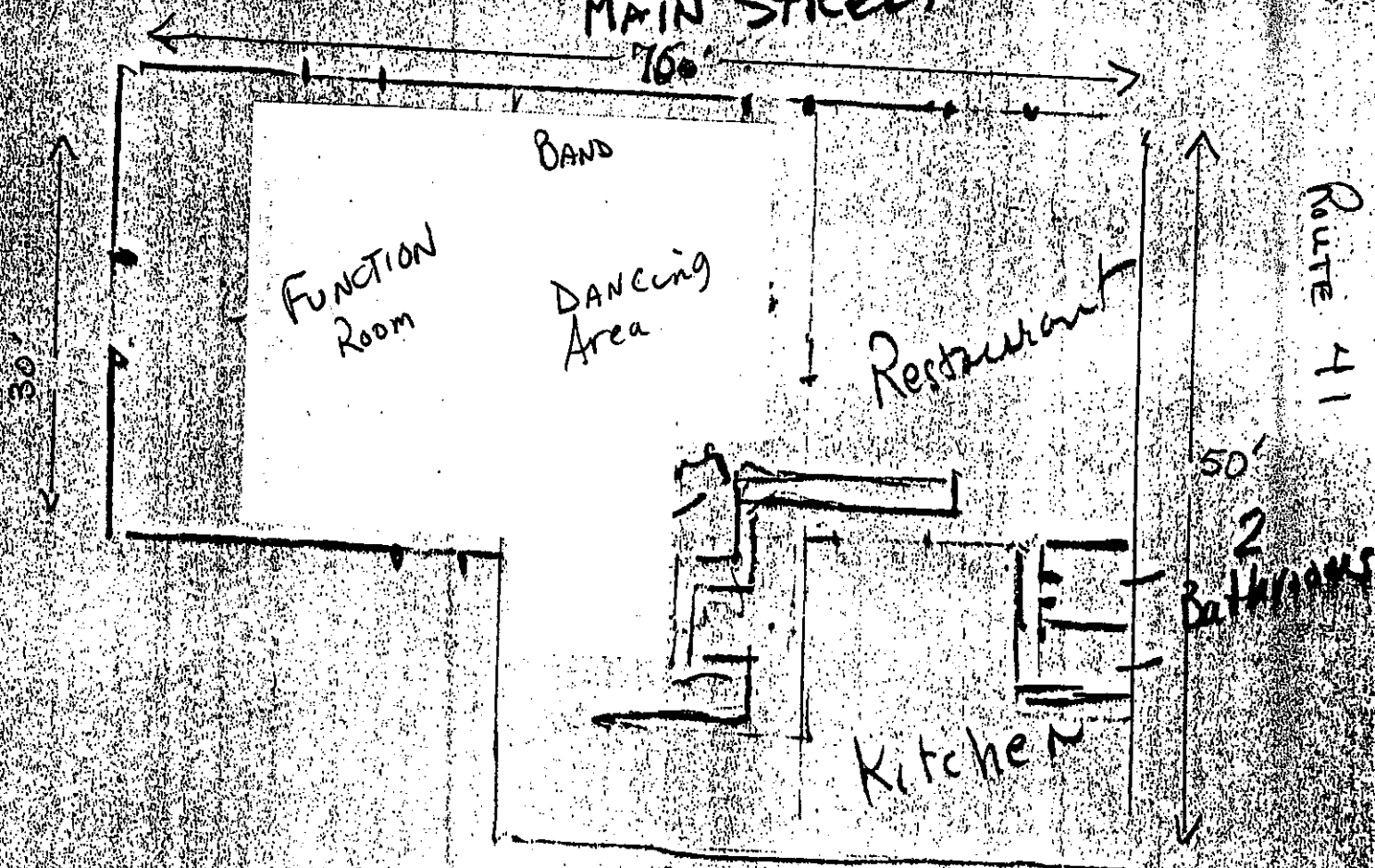
Readfield Emporium

Print Name and Title of Club Officer

PREMISE DIAGRAM

Route 17

MAIN STREET



4/28/16

Readfield Town Select Board

We request waiver of the town hearing for approval of our annual beer and wine license.

Thank you,

Robert and Helen Bittar

NEW BUSINESS

Eric Dyer

Readfield Board of Selectmen

May 16, 2016

Item # 16-158

From: Gary Quintal <readfield.ceo@roadrunner.com>
Sent: Wednesday, May 04, 2016 1:55 PM
To: readfield.tmgr@roadrunner.com
Subject: New Road Name - Mace Lumber Mill entrance
Attachments: M135-L11 Road name.pdf

Eric, I would like the Select Board to approve a new road name for the Mace Saw Mill entrance. The land split of the Mace Mill and red storage building caused E-911 to give two new addresses and name the new road. Attached is the letter from the new owner to name the road as "FARNHAM DRIVE". I had review this Jackie and found that this name will not conflict with other road names in Town. I plan on being at the May 16 Board meeting and hope this also could be put on that agenda. Gary

Gary Quintal CEO,LPI, AO
8 Old Kents Hill Road
Readfield, Me 04355
207-685-3290

RECEIVED MAY 02 2016

By The Board Lumber Company, Inc.

1506 Pond Road

Mount Vernon ME 04352-3522

(207) 685-4536 or (207)-685-4450

May 2, 2016

Re: Naming the road formerly 614 Main Street, Readfield, ME

To: Readfield Planning Board/Code Enforcement Officer

On behalf of By The Board Lumber Company, I would like to request that the road name dividing R&S Holdings property located on Map 135, Lot 11, and Mace Lumber property, be name Farnham Drive. If this is not possible due to other town roads, please call at 685-4536.

Sincerely,

A handwritten signature in black ink, appearing to read "Sonia Godbout". The signature is fluid and cursive, with the first name "Sonia" and last name "Godbout" clearly distinguishable.

Sonia Godbout, VP/Treas.

Cc: L. Mace

MAY 13, 2016 BID TABS

Striping - Bid				
Contractor Name	Pre Bid	Responsive	Bid Amount(s)	Bid Notes
D & D Striping	N	N		
LineLine <i>FineLine</i>	N	Y	\$.10 DY, \$.06 FL, \$1.75 Bead, \$1.50 Curb	
Hagar Enterprises	N	N		
L & D Safety Marking	N/A	N/A	N/A	Undeliverable
Line Art Striping	N	N		
Lucas Striping	N	Y	\$.09 DY & FL, \$.75 Bead & Curb	Performed work for Readfield recently
Pine State Safety Lines	N	N		

Shoulder Work - Bid				
Contractor Name	Pre Bid	Responsive	Bid Amount(s)	Bid Notes
All States Asphalt, Inc.	N	N		
C.H. Stevenson	Y	Y	Sum of \$18,150	Performed work for Readfield last year
Cushing Construction	N	N		
D.R. Caron Excavation, Inc.	Y	Y	Sum of \$29,940	
Horne Construction	N	N		
LP Poirier & Son, Inc.	N	Y	Sum of \$34,089	
McGee Construction	N	N		

Crack Sealing - Bid				
Contractor Name	Pre Bid	Responsive	Bid Amount(s)	Bid Notes
A.H. Harris	N	N		
B & S Paving	N	N		
Coastal Road Repair	N	Y	\$26.00/gal	200 gal. minimum
D & D Sealcoating	N	N		
Gripwet Sealcoating	N	Y	14.75/gal	
JRA Sealmasters	N/A	N/A	N/A	Undeliverable
Pine State Safety Lines	N	N		
Proseal LLC	N	Y	\$11.27/gal	
Rhino-Seal	Y	Y *	\$1.25 per linear foot	* Provided a quote based on distance not volume
Sealcoating Inc.	N	Y *	\$11.98/gal	* Proposed alternative crack fill material
Shamos Sealcoating	N	Y	\$20.00/gal	200 gal. minimum
Sunrise Sealcoating	N	N		

Brush & Demo Grinding - Quote				
Contractor Name	Pre Bid	Responsive	Bid Amount(s)	Bid Notes
Cross / Douglas W. Jones	Y *	Y	Brush - Free, Demo \$39.50/ton	* Site visit
J.D. Raymond Transport	N	N		
Marshall Grinding	N	Y	Brush - Free, Demo \$26/ton + Trucking	Trucking at \$125/load. Did grinding most recently
J.A. Simpson Inc.	N	N		
Oakwoods Lumber, Inc.	N	N *		* Do not currently serve the area - sent letter
Oldcastle Lawn & Garden	N	N		

Sweeping - Quote				
Contractor Name	Pre Bid	Responsive	Bid Amount(s)	Bid Notes
B&G Commercial Sweeping	N	N		
E. C. Barry	N	Y	\$125/hr	Past work for Readfield
Ellis Construction	N	Y	\$100/hr	Most recently performed work for Readfield
Gerald Mackenzie Contractors	N	Y	\$125/hr	
Goodall Landscaping	N	Y	\$250/hr	Dump \$65, Tractor \$85, Sweeper \$100
Southern Maine Sitework	N	N		
Wilsons Commercial Sweeping	N	N		

NOTES:

- 1) Contractors listed represent known bid / quote holders
- 2) Quotes and bids were directly solicited and advertised on the Maine Municipal Association Classifieds page and the Town of Readfield website
- 3) All Pre-bid meetings were optional
- 4) Apparent low bidder is highlighted

PROPOSAL FORM

Readfield Board of Selectmen

May 16, 2016

Item # 16-159

ROAD STRIPING SERVICES

PROPOSAL

Proposer's name: FineLine Pavement Striping LLC

Address of business: 917 Blackstream Road Hermon, ME 04401

Names of principals: Nicole Hopkins

The undersigned proposes to furnish all labor, materials, equipment and transportation necessary for the ROAD STRIPING SERVICES for the Town of Readfield, Maine, in accordance with the SCOPE OF SERVICES and SERVICE AGREEMENT for the sum of:

\$ 0.10 per linear foot of double yellow center line.

\$ 0.06 per linear foot of white fog line (both sides of the road).

\$ 1.75 per square foot of beaded white stop bars, crosswalks, and school zones.

\$ 1.50 per square foot of yellow or white curb marking.

Addenda receipt acknowledgement: N/A

This 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 therefrom.

Signed and dated: Nicole Hopkins, President 5/12/2016

PROPOSAL FORM

ROAD STRIPING SERVICES

PROPOSAL

Proposer's name: Lucas Striping LLC

Address of business: 2319 Middle Rd Sidney Me 04330

Names of principals: Stephen K Lucas

The undersigned proposes to furnish all labor, materials, equipment and transportation necessary for the ROAD STRIPING SERVICES for the Town of Readfield, Maine, in accordance with the SCOPE OF SERVICES and SERVICE AGREEMENT for the sum of:

\$.09 per linear foot of double yellow center line.

\$.09 per linear foot of white fog line (both sides of the road).

\$.75 per square foot of beaded white stop bars, crosswalks, and school zones.

\$.75 per square foot of yellow or white curb marking.

Addenda receipt acknowledgement: _____

This 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 therefrom.

Signed and dated: Stephen K Lucas 5-4-2016

PROPOSAL FORM

Readfield Board of Selectmen
May 16, 2016
Item # 16-160

ROAD SHOULDER INSTALLATION SERVICES

Proposer's name: C. H. Stevenson, Inc.

Address of business: 8 TDO's Way, Wayne, ME 04284

Names of principals: President - Zachary Stevenson, Treasurer - Heather Gallant

Proposers may provide bids for shoulder installation services on any single road, or any combination of roads, or on all eight roads as long as separate prices are provided for each road and not a lump sum for all roads or any combination of roads. The Select Board could consider separate contracts for each road project.

Alternatively, Proposers also may provide an inclusive hourly rate bid for shoulder installation services and a rate for trucking, in addition to lump sum bid amounts for each road.

Base bid for road shoulder installation services on each road:

Adell Road	\$ <u>1,100.⁰⁰</u>
Harmony Hills Road	\$ <u>1,405.⁰⁰</u>
Lakeview Drive	\$ <u>1,550.⁰⁰</u>
Memorial Drive	\$ <u>1,000.⁰⁰</u>
Nickerson Hill Road (newly paved section)	\$ <u>1,800.⁰⁰</u>
Palmeter Ridge Road	\$ <u>5,100.⁰⁰</u>
Russell Street	\$ <u>1,500.⁰⁰</u>
Thundercastle Road	\$ <u>4,700.⁰⁰</u>

Alternate hourly rate for shoulder installation services: \$ 250.⁰⁰ and trucking hourly rate: \$ 75.⁰⁰/hr (Per Truck)

The Town will furnish all needed shoulder gravel through a separate vendor. The contractor will be responsible for trucking gravel from the sand & salt shed area

This 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 therefrom.

Signed and dated: Adam L. L. 5/13/16

PROPOSAL FORM

ROAD SHOULDER INSTALLATION SERVICES

Proposer's name: D.R. Caron, Excavation, Inc.
Address of business: 371 Pottle Hill Road Minot, Maine 04258
Names of principals: Dan Caron President

Proposers may provide bids for shoulder installation services on any single road, or any combination of roads, or on all eight roads as long as separate prices are provided for each road and not a lump sum for all roads or any combination of roads. The Select Board could consider separate contracts for each road project.

Alternatively, Proposers also may provide an inclusive hourly rate bid for shoulder installation services and a rate for trucking, in addition to lump sum bid amounts for each road.

Base bid for road shoulder installation services on each road:

Adell Road	<u>\$1,674.00</u>
Harmony Hills Road	<u>\$2,334.00</u>
Lakeview Drive	<u>\$2,585.00</u>
Memorial Drive	<u>\$1,651.00</u>
Nickerson Hill Road (newly paved section)	<u>\$2,948.00</u>
Palmeter Ridge Road	<u>\$8,490.00</u>
Russell Street	<u>\$2,476.00</u>
Thundercastle Road	<u>\$7,782.00</u>

Alternate hourly rate for shoulder installation services: \$ 319.00 and trucking hourly rate: \$ 63.00 ea.

The Town will furnish all needed shoulder gravel through a separate vendor. The contractor will be responsible for trucking gravel from the sand & salt shed area

This 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 therefrom.

Signed and dated: 

5/12/16

PROPOSAL FORM

ROAD SHOULDER INSTALLATION SERVICES

Proposer's name: L. P. Poirier + Son Inc.

Address of business: 1331 Sabbathus St Lewiston ME 04242

Names of principals: Raymond Poirier Pres.

Proposers may provide bids for shoulder installation services on any single road, or any combination of roads, or on all eight roads as long as separate prices are provided for each road and not a lump sum for all roads or any combination of roads. The Select Board could consider separate contracts for each road project.

Alternatively, Proposers also may provide an inclusive hourly rate bid for shoulder installation services and a rate for trucking, in addition to lump sum bid amounts for each road.

Base bid for road shoulder installation services on each road:

Adell Road	\$ <u>2,442.⁰⁰</u>
Harmony Hills Road	\$ <u>3,222.⁷⁰</u>
Lakeview Drive	\$ <u>3,516.⁸⁵</u>
Memorial Drive	\$ <u>2,245.⁹⁰</u>
Nickerson Hill Road (newly paved section)	\$ <u>4,070.⁰⁰</u>
Palmeter Ridge Road	\$ <u>7,920.⁰⁰</u>
Russell Street	\$ <u>3,418.⁸⁰</u>
Thundercastle Road	\$ <u>7,256.²⁵</u>

Alternate hourly rate for shoulder installation services: \$ 125.⁰⁰ and trucking hourly rate: \$ 70.⁰⁰

The Town will furnish all needed shoulder gravel through a separate vendor. The contractor will be responsible for trucking gravel from the sand & salt shed area

This 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 therefrom.

Signed and dated: Raymond Poirier Pres. 5/13/16

PROPOSAL FORM

ROAD CRACK SEALING SERVICES

PROPOSAL

Proposer's name: Coastal Road Repair, LLC

Address of business: 56 Roosevelt Trail, Windham ME 04062

Names of principals: Eric Deschambeault, Craig Wright

The undersigned proposes to furnish all labor, materials, equipment and transportation necessary for the ROAD CRACK SEALING SERVICES for the Town of Readfield, Maine, in accordance with the SCOPE OF SERVICES and SERVICE AGREEMENT for the sum of:

\$ Twenty Six dollars per gallon installed. / Minimum 200 gal per shift

Addenda receipt acknowledgement: AC

This 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 therefrom.

Signed and dated: R. C. 5-3-16

PROPOSAL FORM

ROAD CRACK SEALING SERVICES

PROPOSAL

Proposer's name: Gripcoet Sealexcoy Inc.

Address of business: P.O. Box 2292 So. Portland ME 04116

Names of principals: Jeffrey D. Scheel

The undersigned proposes to furnish all labor, materials, equipment and transportation necessary for the ROAD CRACK SEALING SERVICES for the Town of Readfield, Maine, in accordance with the SCOPE OF SERVICES and SERVICE AGREEMENT for the sum of:

\$ 14.75 per gallon installed.

Addenda receipt acknowledgement: _____

This 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 therefrom.

Signed and dated: Jeffrey D. Scheel 5-13-16

PROPOSAL FORM

ROAD CRACK SEALING SERVICES

PROPOSAL

Proposer's name: Passcal

Address of business: 198 College Ave Waterville Maine

Names of principals: Thomas Boyce

The undersigned proposes to furnish all labor, materials, equipment and transportation necessary for the ROAD CRACK SEALING SERVICES for the Town of Readfield, Maine, in accordance with the SCOPE OF SERVICES and SERVICE AGREEMENT for the sum of:

\$ 11.27 per gallon installed.

Addenda receipt acknowledgement: ✓

This 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 therefrom.

Signed and dated: Byron 5/9/16

Eric Dyer TPA Readfield

Town of to pass change

RBW

1354'

47

1401' \$1951

Read Rd 36 \$45

Read Rd 436' \$545

P Bridge rd 6098' \$7622

Harmony 1076' \$1345

11,308

163 Granite St. Mexico, ME 04257



EST. 1999

RHINO-SEAL
ASPHALT SERVICES

W. Kent Mann
Owner

Tel. (207) 369-0110
Rhino-seal.com

PROPOSAL FORM

ROAD CRACK SEALING SERVICES

PROPOSAL

Proposer's name: SEALCOATING, INC.

Address of business: 825 Granite Street, Braintree, MA 02184

Names of principals: Elizabeth Wuori, President Richard L. Goodick, Vice President

The undersigned proposes to furnish all labor, materials, equipment and transportation necessary for the ROAD CRACK SEALING SERVICES for the Town of Readfield, Maine, in accordance with the SCOPE OF SERVICES and SERVICE AGREEMENT for the sum of:

\$ 11.98 per gallon installed.

Addenda receipt acknowledgement: none

This 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 therefrom.

Signed and dated: Elizabeth Wuori May 11, 2016
Elizabeth Wuori, President

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G
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PROPOSAL FORM

ROAD CRACK SEALING SERVICES

PROPOSAL

Proposer's name: Shamos Sealcoating
Address of business: 8 Brookside Drive, Standish, ME 04084
Names of principals: Andrew Shamos

The undersigned proposes to furnish all labor, materials, equipment and transportation necessary for the ROAD CRACK SEALING SERVICES for the Town of Readfield, Maine, in accordance with the SCOPE OF SERVICES and SERVICE AGREEMENT for the sum of:

\$ 20.00 per gallon installed. Based on a minimum of one pallet of hot rubberized Sealant installed.

Addenda receipt acknowledgement: JAM 5/9/16

This 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 therefrom.

Signed and dated:

JAM 5/9/16
Jeffrey A. McNally
Sales & Estimating Manager

CROSS EXCAVATION COMPANY

- EXCAVATION
- TRUCKING
- DEMOLITION
- SNOW PLOWING



Readfield Board of Selectmen

May 16, 2016

Item #: 16-162

DOUGLAS W. JONES, INC.

- WOOD WASTE RECYCLING
- WHOLESALE BARK MULCH
- ON-SITE GRINDING
- BULK HAULING

P.O. BOX 158, BETHEL, ME 04217 207.824.2258 FAX: 207.824.3363 WWW.CROSSEXCAVATION.COM

5/12/16

Town of Readfield
8 Old Kents Hill Rd.
Readfield, ME 04355

Dear Board of Selectmen,

Douglas W. Jones, Inc. respectfully submits the following bid to the town of Readfield for grinding brush and clean demo wood at the transfer station.

Douglas W. Jones Inc., located in Bethel, Maine has extensive experience in wood recycling. One of the largest biomass fuel producers in the Northeast, we utilize a large fleet of modern equipment, and work with transfer stations, forestry, and wood waste processors. We provide timely service while offering the best value to our customers.

All materials will be ground on site and removed promptly. Logs and brush will be shipped to bio mass power plants or a mulch production facility. "Clean wood" or demo will be shipped to Canada and used for power production or for use in producing engineered building materials.

There is no fee for testing materials. An insurance certificate will be presented when the bid is awarded.

Demolition debris per ton -\$39.50

Brush and logs - \$0 paid to town

Respectfully,

Joe Brissette
JoeB@crossexcavation.com
Ph. (207)364-6294
Fax (207)824-3363



Marshall Grinding Inc.

40 Beech Street ~ Chelsea Maine 04330

(207) 623-3700~(207) 623-3711 fax

May 11, 2016

Town of Readfield

8 Old Kents Hill Road

Readfield Me. 04355

I would like to thank you for this opportunity to submit this proposal for grinding/removing your wood debris. The following prices are for 2016. CDD/brush will be ground/removed from your site and transported to a licensed facility.

CLEAN WOOD/BRUSH GRINDING	\$0.00 /ton
CDD DESPOSAL	<u>\$26.00</u> /ton
TRUCKING	\$125.00 /load

Insurance will be provided upon request.

If you have any questions please feel free to call.

Thank You,

Craig Marshall

Marshall Grinding Inc.

(207) 215-9166



Lumber, Logging & Mulch

Oakwoods Lumber, Inc.

310 Oakwoods Rd. North Berwick, Maine 03906
Phone: 207-676-4098 www.OakwoodsLumber.com

May 10, 2016

Eric Dyer, Town Manager
Town of Readfield
8 Old Kents Rd
Readfield, ME 04355

Eric Dyer, Town Manager,

Thank you for your invitation to bid on brush grinding and removal work at the transfer station in Readfield, ME. At this time we do not travel beyond York County due to work commitments, equipment hauling costs and time. We appreciate your interest and will keep the Town of Readfield in mind if we decide to expand our travel area for grinding.

Sincerely,

A handwritten signature in cursive script that reads "Laura J Shaw". The signature is fluid and written in dark ink.

Laura J Shaw
Oakwoods Lumber, Inc.

TELEPHONE 582-6088
FAX 582-2488

Readfield Board of Selectmen

May 16, 2016

Item # 16-163

RECEIVED MAY 11 2016

E.C. BARRY & SON

315 NORTHERN AVENUE • FARMINGDALE, MAINE 04344

Specializing in Septic Tank Work

Shovel - Back Hoe - Bulldozer and Loader Work - Crushed Stone - Vacuum Sweeping
ALSO CUSTOM ROAD BUILDING

May 11, 2016

Eric Dyer, Town Manager
Town of Readfield
8 Olds Kents Hill Rd.
Readfield, Me. 04355

Cell: 242-5437
FAX: 685-3420
Office: 685-4939

RE: Quote for sweeping town roads and parking lots per letter dated May 5, 2016. I have also talked with Mr. Dyer on the phone.

We offer the following equipment:

Four (4) Mechanical Sweepers - 3 are able to dump into trucks if you prefer, they are high dump machines and we have 1 belly dump machine. All of these machines have dual gutter brooms with 5' main brooms and 4 yd. hoppers.

Four (4) Johnston 605 Vacuum Sweepers - They have single gutter brooms with 5' main brooms and 6 yd. hoppers.

The Mechanical Sweepers are priced out at \$135.00 per hour but I will work these machines for Readfield for \$125.00 per hour.

The Johnston Vacuum Sweepers are priced out at \$140.00 per hour but I will also work these machines for \$125.00 per hour.

Note: We swept Readfield for several years up until a couple of years ago.

Thank you,

Albert E. Sonny Barry
Albert E. (Sonny) Barry
E. C. Barry & Son

ELLIS CONSTRUCTION, INC.

"Family owned and operated since 1991"

Town of Readfield
8 Old Kents Hill Road
Readfield, ME 04355

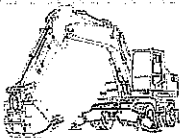
May 12, 2016

Sweeping Quote

We will do the required sweeping in town for **\$100.00** (one hundred dollars) per hour. This price includes hand labor to sweep the intersections.

Thank you for the opportunity to bid your work.

Angie Ellis, President



684 Northern Ave
Farmingdale, ME
04344

PHONE (207) 582-3008
FAX (207) 582-3008
EMAIL ellisconstruction86@gmail.com

GERALD MackENZIE GENERAL CONTRACTOR

jlmackenzie@fairpoint.net

Phone: 207-873-7837
FAX: 207-547-4803P.O. Box 220
Waterville, Maine 04903-0220**PAVING - EXCAVATING - SITE WORK - SEWER/WATER LINES - SNOWPLOWING - SANDING - SWEEPING****SWEEPING WORK CONTRACT**Town of Readfield
8 Old Kents Hill Road
Readfield, Maine 04355Date: May 9, 2016
Contract # 1621
Phone: 242-5437 Eric Dyer
685-4939 OfficeDescription of work to be done: **Sweep parking lots and streets**

We will provide all equipment and labor to sweep parking lot

FOR A TOTAL COST OF...**\$125.00/hr****TERMS:**

- Payment in full to be made upon completion of work, weekly payments if more than 40 hours.
- 1.5% interest on accounts over 7 days, (18% APR).
- Owner will be responsible for any and all costs of collection, including reasonable attorney fees.
- Quote will expire 30 days from above date.
- Change requests will effect quoted price.
- This contract constitutes the complete and final agreement.
- If you wish to schedule this work, please sign and return the white copy of this contract.

SIGNED: _____

DATE: _____

ESTIMATE

Town Of Readfield / Eric Dyer



(207) 685-4939

Estimate #

000226

Date

05/09/2016

Goodall Landscaping

16 Meadow Rd Ext P.O. Box 335
Topsham, Maine 04086

Phone: (207) 721-3042

Email: dwilliams@goodalllandscaping.com

Fax: (207) 721-1011

Web: www.goodalllandscaping.com

Description	Rate
Cat 908	\$85.00
With sweeper bucket and gutter attachment	
Dump truck international F3000	\$65.00
Pelican sweeper	\$100.00
3-4 cubic yard hopper	
<hr/>	
Subtotal \$250.00	
Total \$250.00	

Town Of Readfield / Eric Dyer

TOWN OF READFIELD, MAINE

Bidding & Contracting Requirements for Contract for Snow & Ice Control

Contract Term: October 1, 2012-2016 through May 1, 20152019

BIDDING INSTRUCTIONS

1. Complete the bid forms with pen and ink or typed.
2. The following are to be completed and returned with the bid:
 - a. A copy of the Notice to Contractors
 - b. The completed and signed Bid for Snow and Ice Control form
 - c. Three (3) copies of the completed and signed Contract for Snow Plowing and Ice Control form
 - d. Bid Bond Guaranty letter for the three years of the contract
3. For security and other reasons, all Bid Packages which are mailed send to:
Town Manager, Town of Readfield,
8 Old Kents Hill Road, Readfield, ME 04355,
shall be provided in double (one envelope inside the other) envelopes.
The ***Inner Envelope*** shall have the following information provided on it:
Bid Enclosed - Do Not Open
Project: Snow & Ice Control Contract
Town: Readfield
Date of Bid Opening: ~~September 7th, 2012~~ 3:00 p.m. July 15, 2016, Gile Hall
Name of Contractor with mailing address and telephone number

In Addition to the usual address information, the ***Outer Envelope*** should have written or typed on it:

Double Envelope: Bid Enclosed
Project: Snow & Ice Control Contract
Town: Readfield
Date of Bid Opening: ~~September 7th, 2012~~ 3:00 p.m. July 15, 2016, Gile Hall
Name of Contractor:

Hand-carried Bids may be in one envelope, and should be marked with the following information:

Bid Enclosed: Do Not Open
Project: Snow & Ice Control Contract
Town: Readfield
Name of Contractor:

IMPORTANT NOTES TO BIDDERS TO FOLLOW

Notes: 1. Regardless of the method of delivery, the contractor shall bear total responsibility for assuring that bid documents are received by the specified deadline.

2. Bids received after the specified deadline will be considered "Non-responsive" and will not be opened or read.
3. Bids which are not sealed, or are deemed incomplete or non-responsive will be rejected.
4. The Town reserves the right to reject any and all bids.
5. The Town will consider awarding a contract to the lowest priced, responsive and responsible bid.
6. Use the enclosed form for any requests of information prior to Bid opening.

Scoring Matrix

Criteria Contractor	Cost	Corporate Experience	Personnel Experience	Equipment List	Previous Experience With Town Of Readfield
A					
B					
C					
D					
E					

Town of Readfield, Maine Contract for Services

REQUEST FOR INFORMATION

Date _____ Time _____

Information Requested: Contract or Services being considered:

Request by: Phone: (____) _____

Bid Date: _____ Fax: (____) _____

Complete top portion of form and transmit to the number listed in the Notice to Contractors

RFI No: _____ RFI received: _____

Response: _____

Response By: _____ Date: _____

TOWN OF READFIELD, MAINE

Bid for Snow & Ice Control Contract

Contract Term: October 1, 2012-2016 through May 1, 2015 2019

TO: Town of Readfield
ATTN.:
Town Manager
8 Old Kents Hill Road
Readfield, ME 04355

DATE _____

BIDDER INFORMATION

Bidder: _____

Bidder Name _____

Bidder Contact Person _____

Bidder Street Address or P.O. Box _____

Bidder Telephone Number _____

Bidder City, State, ZIP _____

Bidder Tax I.D. # (Employer # or Soc. Sec. #) _____

Bidder Primary Radio Frequency _____

Bidder Emergency Contact Number _____

The Bidder is organized under the laws of the State of _____ Maine _____ Other
[check one]

(State if Other: _____) as the following type of business organization:

() individual () corporation () partnership () limited liability company () joint venture

() other: _____

Corporate Experience in Snow & Ice Control: (please provide as attachment)

Formatted

Personnel Experience in Snow & Ice Control: (please provide as attachment):

Contract For Snow & Ice Control On Town of Readfield Roads:

The Bidder hereby offers to remove the snow, control ice, and perform all other work indicated in the Contract for Snow & Ice Control (hereinafter "Contract") for the entire term of the Contract and in compliance with all the terms, conditions, and representations of the same on the entire lengths of all Town-owned and state-aid roads in the Town of Readfield.

The Bidder offers to do this work, for the initial year of the contract, for the Base Lump Sum price of:

_____ \$ _____

(lump sum price in words)

(lump sum price in numerals)

This price is the total price for the entire specified road lengths for the first year of the Contract.

The Bidder offers to ~~do this work in the second year~~ provide all labor and equipment to perform the work identified in Section 1, subsections A through F, of this contract for the following hourly prices of:

Section 1, subsection A:	\$	Per Hour
Section 1, subsection B:	\$	Per Hour
Section 1, subsection C:	\$	Per Hour
Section 1, subsection D:	\$	Per Hour
Section 1, subsection E:	\$	Per Hour
Section 1, subsection F:	\$	Per Hour

The bidder acknowledges and accepts that all future payments for any work performed under this contract will be adjusted according to the Consumer Price Index as detailed in Section 4 of this contract.

The Bidder offers to ~~do this work in the~~ and third year for the price of: \$ _____

The Bidder offers to do this work in the optional fourth year for the price of: \$ _____

The Bidder further offers and agrees that the equipment described ~~below in~~ APPENDIX A - MMANDATORY EQUIPMENT will be available for this work, plus any additional equipment that may be necessary to perform this contract in an efficient and workmanlike manner. Mandatory equipment includes trucks, plows, some plows equipped with wings, and sanding equipment. A list of suggested equipment is included in the contract.

The Bidder further offers and agrees that the equipment described ~~below in~~ APPENDIX B - ADDITIONAL EQUIPMENT will be available for this work, plus any additional equipment that may be necessary to perform this contract in an efficient and workmanlike manner.

How- Many	Make	Year	Size- (Tons)	Serial- Number	Make- of Plow	Year - Mfg.	Type (¹¹ / ₁₁ " or Blade)	Width- Height	Type of Sander	Length- Wings
--------------	------	------	-----------------	-------------------	------------------	-------------------	---	------------------	-------------------	------------------

Remarks concerning above equipment:

Sand and Salt Storage:

The sand and salt used in the course of performing the work required by this Contract will be stored at the Town's shed. This location is a site that is presently approved by the Maine D.E.P. This location does not have indoor storage for all sand and salt materials that could be required in any single season. Additional material must will be purchased and placed in the shed as needed during the Contract. All sand and salt required for the performance of this contract will be the sole responsibility of the Contractor Town to provide. ~~Any materials remaining in the shed at the end of the contract will be the sole property of the Contractor, provided all other performance terms have been met to the Town's satisfaction.~~

By signing below, the Bidder (1) represents that the Bidder has examined the "Contract for Snow & Ice Control", all documents referenced in said Contract, and the specified roads referenced above such that the Bidder has sufficient knowledge to properly price the work, (2) represents that the Bidder has given the Town notice of any errors or ambiguities related to the documents or the work that have been discovered by the Bidder, and (3) agrees to all provisions, governing requirements and procedures applicable before execution of the Contract.

Authorized Signature of Bidder

Date

Name & Title of Person Signing - Printed or Typed

Federal Identification Number or Social Security Number

TOWN OF READFIELD, MAINE
SNOW & ICE CONTROL CONTRACT

Contract Term: October 1, ~~2012-2016~~ through May 1, ~~2015~~2019

The Municipal Officers for the Town of Readfield herein referred to as "Town", as authorized by the Town Meeting, enter into this contract with _____ of _____ Maine, hereinafter referred to as the "Contractor" for the snow & ice control for the roads and other non-road areas hereinafter described and designated under the following terms:

In consideration of the mutual covenants herein, the parties agree as follows:

1. Contract Services:

The Contractor agrees to remove the snow (whether accumulating from snowfall or drifting), control ice, and perform all other work indicated in this Contract in compliance with all the terms, conditions, and representations of the same on the entire lengths of all municipally-owned and state-aid roads according to the following list and priorities as stated:

ROAD NAME	MILEAGE
Old Kents Hill Road	1.3
Giles Road	0.2
Mill Stream Road	0.25
Thundercastle Road	1.2
Sturtevant Hill Road	2.55
Russell Street	0.38
Huntoon Road (no turn around)	0.21
Nickerson Hill Road	1.15
Morrill Road	0.2
Harmony Hills Road	0.325
Pea Ridge Road (Includes 0.10 of Old County Road)	1.05
Lane Road	0.7
North Wayne Road	0.75
Church Road	2.15
Fogg Road	1.2
Walker Road	0.7
Sadie Dunn Road	0.4
Chase Road	1.05
Mooer Road	0.2
North Road	2.1
Sand/Salt Shed access road	0.25
Recycle Road and Transfer Station	0.5
Wings Mills Road	0.6
South Road	1.7
Tallwood Drive	0.6

Beaver Dam Road	1.0
Memorial Drive	0.25
Stanley Road (RTE 135 South)	1.1
Adell Road	0.25
Luce Road	1.7
Plains Road	3.35
McKenney Road	0.2
Gay Road	0.5
Rat Mill Hill	0.3
Gordon Road (RTE 135 North)	2.7
Scribner Hill Road	0.8
Belz Road	0.2
Lakeview Drive	0.3
Hunts Lane	0.13
Balsam Drive	0.39
 TOTAL MILES	 34.89

TURN-AROUNDS: School bus (S)/Plow trucks (P)

Entrance to Torsey Pond Road (S)
 Chase Road by end of Town Road (S&P)
 North Wayne Road (S&P)
 Sturtevant Hill - Winthrop Town Line (S&P)
 Wings Mills Road (P)
 Church Road - Mount Vernon Line (S&P)
 Tallwood Drive (S&P)
 Mill Stream Road (P)
 McKenney Road (P)
 Luce Road (S)
 Gay Road (S)
Gile Road (P)

In the event the Town's Maintenance Worker is unable to perform the following tasks due to absence or equipment breakdown, the Town will pay the Contractor a separate hourly fee for equipment and personnel to remove the snow (whether accumulating from snowfall or drifting), control ice, and perform all other work indicated in this Contract in compliance with all the terms, conditions and representations of the same on the Town properties listed below:

A. Town Office parking lot and walkway (to be completed prior to scheduled office opening each work day, and maintained during storms while office remains open).

B. Library driveway and parking lot, but no snow storage in Community Park (to be completed prior to Library open hours, and maintained during storms)

while Library remains open).

- C. Fire Station access and parking spaces (to be maintained throughout storms).
- D. Dry fire hydrants throughout Town (to be completed within day after storm).
- E. Conservation area parking lots: Fairgrounds, Torsey Nature Preserve, Fogg Farm (to be completed within day after storm).
- F. Sidewalk along Main Street (to be completed within day after storm).

The Road Commissioner will provide specific guidance on the dimensions of these areas as needed.

2. Term of Contract.

The term of the contract is for three (3) years, covering the Winter Season from October 1 to May 1 of each year (hereinafter "Winter Season"), beginning on October 1, ~~2012-2016~~ and ending on May 1, ~~2015-2019~~. The Town may choose to extend this Contract for an additional year according to the provided bid under all of the terms of this Contract. The Town must notify the Contractor in writing by March 1, ~~2015-2016~~ if the Town would prefer to extend the Contract for the fourth additional Winter Season.

3. Bonds and Insurance.

The Contractor shall provide either an Irrevocable Letter of Credit or a Performance Bond (at the Town's discretion, and bids should reflect the possibly different cost of both options) and insurance certificates conforming to this Contract by October 1 of each contract year. Each Winter Season's initial payment will be contingent upon the Town having this information on file. A Bid Guaranty letter is required, covering the full three years of the contract. The Letter of Credit or a Performance Bond will be necessary and such bonds shall set reasonable standards to ensure the best interest of the Town.

4. Price and Payment.

The Town agrees to pay the Contractor in the year ~~2012-2013-2016-2017~~ the sum of \$_____ per mile for all the 34.89 miles of Town and state-aid roads, plus turnarounds for a total sum of \$_____ for the first contract year.

Per mile costs for the subsequent years of the contract including the optional fourth year shall be adjusted according to the Consumer Price Index (CPI) for the 12 month period preceding the November payment of each year of the contract, from October through September. CPI data representing inflation shall be reported for the Northeast Region from the US Bureau of Labor Statistics. The inflation rate will be reported as a percentage and carried to three decimal places.

The Town agrees to pay the Contractor in the year ~~2013 - 2014~~ the sum of \$ _____ per mile for all the 34.89 miles of Town and state aid roads, plus turnarounds for a total sum of \$ _____ for the second contract year.

The Town agrees to pay the Contractor in the year ~~2014 - 2015~~ the sum of \$ _____ per mile for all the 34.89 miles of Town and state aid roads, plus turnarounds for a total sum of \$ _____ for the third contract year.

As an optional fourth year, the Town would agree to pay the contractor in the year ~~2015 - 2016~~ the sum of \$ _____ per mile for the all the 34.89 miles of Town and state aid roads, plus turnarounds for a total sum of \$ _____ for the fourth contract year.

The total sum to be paid to the contractor for the three (3) years covered under this contract is \$ _____

The total sum paid to the contractor for the three (3) years covered under this contract plus an optional fourth year would be \$ _____

Each Winter Season's total payment shall be made in eight installments as specified below:

- Twenty percent (20%) by the first regular Town Warrant in November.
- Seventy percent (70%) in six (6) equal installments payable by the second Warrant in November and the first Warrants in December, January, February, March and April.
- Ten percent (10%) by the first Warrant in May, after all required work is completed and the Road Commissioner has determined that all provisions of the contract have been satisfied.

5. Contract.

This Contract may be amended, modified, or supplemented in writing only with permission of the Select Board.

6. Town's Representative.

The Town's representative shall be the Road Commissioner and his/her designee, as approved by the Select Board. For this contract, the Road Commissioner is the Town Manager, who may be contacted at the Town Office at 685-4939 during normal working hours, or by cell phone at 242-5437. Additionally, the Town Manager will carry a radio with the same frequency as the Contractor to use when needed.

7. Work Standards.

(a) The Contractor shall commence plowing and material application operations no later than when snow on the pavement has reached a depth of one inch if the snow is wet and two inches if dry, or within 30 minutes of a snow or icing event or within 30 minutes of

a call from the Road Commissioner. Operations will continue until the roads are cleared of snow to the outside shoulders. Sanding will continue as long as roads are slippery. During severe storms or drifting, plows will be operated so as to maintain two-way traffic. Immediately after the extreme conditions have subsided snow will be removed to the outside of the shoulders of the highways. Contractor's equipment must be located to respond appropriately within 30 minute notice. Contractor must have supervisory personnel and radio equipped vehicles situated so that messages of urgency can reach the plowing or sanding vehicles to allow an appropriate response within 30 minutes. The Contractor shall also provide his/her cell phone number, radio frequency and other contact information to the Road Commissioner. If the Contractor fails to respond to any storm event or Road Commissioner's call within 30 minutes, there will be a penalty of \$500 assessed to the next monthly contract payment.

(b) The Contractor shall use appropriate methods and practices of plowing and material application to ensure continuity of operations with adjacent plow routes that may be addressed by neighboring municipal forces, state forces, or other contractors. Such methods shall also assure that the speed of the plows is low enough to assure efficient plowing and material use and that appropriate care is taken to minimize the potential for damage to personal property adjacent to the road (such as mailboxes, lawns, curbs).

(c) The Contractor shall pay particular attention to the commuter hours that exist Monday through Friday during the morning hours from 6:00 a.m. through 8:00 a.m. and during the evening hours from 5:00 p.m. through 7:00 p.m. These hours will require a higher level of service in the form of shorter plowing cycle times and additional material usage. Conversely, between the hours of 10:00 p.m. and 6:00 a.m., longer cycle times and less material usage is normal; however, the Contractor shall maintain a presence on the route to assure that conditions remain acceptable during all hours as needed.

(d) At such times as the Road Commissioner shall direct, the Contractor will remove compacted snow and ice from the road, insofar as possible, so that 3 1/2 feet of pavement will be exposed on each side of the centerline. If the Road Commissioner deems necessary, the Contractor may be required to remove all compacted snow and ice on the paved portion of any road.

(e) The Contractor shall schedule work such that as soon as possible following the end of a storm at least 3 1/2 feet of pavement (or more) will be exposed on each side of the centerline. During the day following the end of each storm, the Contractor shall also assure that snow will be removed to the outside of the shoulders of the highways and all snow banks are pushed back to sufficiently allow snow storage for subsequent storms.

(f) The Contractor shall have knowledge of using anti-icing strategies to control snow and ice and shall utilize those strategies if required by the Road Commissioner.

(g) If the Town of Readfield is declared to be in a natural disaster, by the Governor

of the State of Maine or the President of the United States during the duration of this agreement, and the Town of Readfield qualifies for and receives federal or state reimbursement, and the contractor is required to complete additional work or supply additional materials, then the additional work or materials will be considered extra work or materials under this agreement and will be reimbursed to the contractor at a negotiated rate. Under no circumstances will the reimbursement exceed the reimbursement paid to the Town of Readfield. Payments to the Contractor for any additional work or materials required under a declaration of natural disaster will be made only after reimbursement payments have been received by the Town of Readfield from the State of Maine or the United States Government.

8. Equipment Requirements.

The Contractor must furnish the equipment listed in its "Bid for Snow & Ice Control Contract", plus such additional equipment that may be necessary to perform this contract in an efficient and effective manner, as determined by the Road Commissioner. The equipment must be set up in accordance with the Sand & Salt Requirements specified below. At the start of each season and as required throughout, the Town shall have the full authority to accept or reject any and all equipment that is used to perform the Work. Provisions for the timely replacement of out-of-service equipment must be provided at contract signing.

At any time the Contractor is required to plow or sand, a minimum of three (3) large trucks and one truck at least equivalent to a one ton shall be on the roads performing the Contractor's duties, unless Contractor and the Road Commissioner agree the storm requires less vehicles. The Contractor must have available for use at all times the necessary equipment to perform required duties. Below is a listing of suggested minimum equipment:

- A. Three (3) trucks of at least 24,000 GVW equipped with a snowplow, wing and sander. The sanders will have a capacity of at least 6 cubic yards.
- B. One 1-ton to 1.5 ton truck with snowplow and sander.
- C. One four wheel drive pickup truck equipped with a snowplow.
- D. Enough trained and certified personnel to properly and safely operate the equipment.
- E. Suitable backup equipment in case any of the front-line equipment is out of service.

Additionally, the Contractor must have or have access to equipment capable of opening roads which the regular plows cannot open, which shall include, but not be limited to: Access to a grader to scrape ice from roads, and a means of adding liquid calcium to at least one of the regular plow trucks.

Contractor shall use appropriate equipment on specific roads, such as one-ton trucks on shorter, dead-end and gravel roads when such roads are not fully frozen, as directed by the Road Commissioner.

All equipment must be maintained by Contractor and be in good operating condition, and is subject to periodic inspection by the Road Commissioner and the Select Board. The Contractor shall provide a complete list and status of all the equipment to be used in this contract within 30 days of signing the contract. All equipment must be ready for inspection by October 15th of each contracted year and the equipment must be within a distance so that the Contractor can be plowing within 30 minutes of the start of any snow or icing event or from the time of the Road Commissioner's call. Failure of the equipment to pass the Road Commissioner's and Select Board's approval will constitute breach of this contractual agreement and could be grounds for termination of the contract. Equipment in operation during a snow event is required to perform work solely on the roads and other areas identified in this contract and may not be used for other purposes or locations during a snow event.

9. Sand & Salt Requirements.

(a) The ~~Contractor~~ Town of Readfield agrees to provide all sufficient winter sand and salt for operations required by this agreement ~~by a Town approved supplier~~ according to the standards listed below. The Town estimates that the following quantities of solid materials will be required to address a typical winter season: for every mile of 2 lane road use 1) a minimum of 80 cubic yards of sand mixed with 5 tons of salt, plus 5 tons of straight salt for DE-ICING. However, the ~~Contractor~~ Town will provide enough sand and salt regardless of the number or severity of snow and ice events in each year of the contract.

(b) Maximum gradation of winter sand shall be 3/8 inch, with no more than 5% passing a 200 mm screen, and all sand will be screened to that size prior to use on the road. Certified testing of sand will be at the Contractor's expense and must be done prior to the first storm. The Road Commissioner may require additional testing whenever more sand is added to the shed.

(c) ~~The Contractor must mix b~~ Between 100-120 pounds of salt with each cubic yard of sand before the sand is stockpiled.

(d) Plow trucks must be equipped with either tailgate or hopper sanders. The Contractor agrees to comply with the directions of the Road Commissioner concerning the application of pure salt. The use of pure salt in an anti-icing strategy, if requested, will be in accordance with application rates specified by Maine DOT. The Town owns a liquid calcium storage tank, located at the Sand and Salt Shed that the Contractor ~~could negotiate with the Road Commissioner to use.~~ May be requested to use by the Road Commissioner.

(e) The Contractor agrees to pay particular attention to the treatment of railroad crossings, hills, curves and intersections, and to apply extra materials to such locations when necessary and as directed by the Road Commissioner, such as at the following intersections:

- Beaver Dam Road and Memorial Drive

- Sturtevant Hill Road and Route 17
- South Road and Route 17
- Harmony Hills Road and Route 17
- North end of Old Kents Hill Road and Route 17.

Plow blades shall be raised as needed at railroad crossings to prevent damage to the rail tracks.

(f) ~~The Contractor agrees to locate the~~ The sand/salt stockpile that will be used in the course of fulfilling this Contract will be located at the Town's Sand and Salt Shed. The Contractor ~~further agrees that all sand/salt stockpiles must will~~ be in compliance with all local, state, and federal rules, regulations, and statutes. Specific attention is directed to the Maine DEP's rules for the siting and operation of sand/salt stockpiles: (<http://www.state.me.us/dep/blwq/docstand/sandsalt/index.htm>). The Contractor agrees to indemnify the Town for any liability, claims, demands, causes of action or damages incurred as a result of the loading and use of, ~~or stockpiling of~~ sand and salt.

(g) ~~Contractor agrees to~~ The Town will have a minimum of 2500 yards of sand and salt mixed and stockpiled by October 15 of each year that this contract is in effect. ~~If the Contractor defaults at any time, all sand and salt belongs to the Town of Readfield.~~

(h) Through the course of each Winter Season, ~~the Contractor will make available approximately 200 yards of mixed sand and salt will be available~~ to Readfield residents who will pick up this material at a site at the Transfer Station.

(i) The Contractor will safeguard any Town-owned property, and use same in a responsible manner at all times, and will return same in reasonable condition at the end of the contract.

(j) Upon request by the Contractor, the ~~The Contractor must~~ Town will provide written proof of correct ratios purchased and delivered for all sand and salt used for this contract prior to the start of each Winter Season, and as needed for additional material throughout each Winter Season.

(k) The Contractor shall load or allow the Town of Readfield's Maintenance Worker to load the Town truck with sand as needed. The Contractor shall be responsible for loading their own trucks using their own equipment. ~~Contractor shall supply enough sand and salt mixture for use on all Town-owned properties and the sidewalk as needed.~~

10. Subcontracting.

The Contractor agrees "NOT" to subcontract any portion of this contract (unless extenuating emergency situations arise that deem the need to subcontract, in order to

fulfill this contract.) The Town does not anticipate agreement with any subcontracting of a major portion of the principal operational requirements of the contract; i.e., creating and replenishing the sand/salt pile; plowing and sanding, etc.

The Contractor may not subcontract or otherwise transfer any interest in this Contract without prior written approval by the Town. Any work performed by a Subcontractor before approval is at the Contractor's sole risk and the Contractor agrees to hold the Town harmless for all actions of all subcontractors. All subcontracts of the Contractor, and all lower tier subcontracts, must contain or reference all applicable provisions of the Contract. The Contractor must promptly pay all legitimate subcontractor and supplier claims. The Contractor agrees that the Town may retain and deduct monies otherwise due the Contractor in an amount necessary to satisfy such claims.

11. Property Damage.

The Contractor shall be responsible for all damage to public or private property of any kind resulting from any act, omission, neglect, or misconduct of the Contractor including but not limited to guard rail, guard rail posts, signs, sign post or guard posts, and fences. The preceding sentence includes damage to vehicles. Contractor agrees to reimburse the Town for the replacement of guardrail, guardrail posts, signs, sign post or guard posts damaged by the Contractor if resulting from the Contractor's negligence as determined by the Road Commissioner. The Town may repair or replace the damaged property without liability to the Town with its own forces or with Contracted forces and all costs will be deducted from amounts otherwise due the Contractor. The Contractor will correct or pay for all damages resulting from this contract before release of the final monthly payment of each contract year.

12. Insurance, Registration, Inspection, and Personal Property Taxes.

The Contractor shall provide signed, valid and enforceable certificate(s) of insurance complying with this Section at the time of Contract signing. All insurance must be procured from insurance companies licensed or approved to do business in the State of Maine by the State of Maine, Department of Business Regulation, Bureau of Insurance. The Contractor must pay all premiums and take all other actions necessary to keep said insurance in effect for the duration of the Contract obligations.

(a) Workers' Compensation Insurance. The Contractor shall carry Workers' Compensation Insurance or shall qualify as a self-insurer with the State of Maine Workers' Compensation Board, all in accordance with the requirements of the laws of the State of Maine.

(b) Automobile. The Contractor shall carry Automobile Liability Insurance for personal injury, death, and property damage claims which may arise from snow removal or sanding operations under this Contract, covering the operation of all motor vehicles including any which are rented, leased, borrowed or otherwise used in connection with the project in an amount not less than \$1,000,000.00 per occurrence. The Town of Readfield and its officers and employees shall be named as additional

insured on such policies.

(c) Commercial General Liability. With respect to all operations performed by the Contractor and any subcontractors, the Contractor and any subcontractors shall carry commercial general liability or other coverage affording equal or greater protection as determined by the Department, in an amount not less than \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate.

This insurance section and the purchase of insurance by the Contractor shall not be interpreted as a waiver of any immunity provided by law including that provided by the Maine Tort Claims Act, 14 M.R.S.A. §8101, et. seq.

(d) Registration and Inspection. The Contractor shall provide valid certificate(s) of registration and State Inspection of all road vehicles used to fulfill the terms of this contract within 30 days of the Contract signing or no later than October 15th of each contract year.

(e) Personal Property. The Contractor shall provide evidence that all equipment used for this contract has been properly listed as Personal Property with the appropriate municipality and that all the Contractor's Personal Property tax payments are current with the municipality during each contract year.

13. Compliance with Laws.

The Contractor agrees the contract will be governed by, and Contractor will comply with, all applicable federal and state laws and regulations, especially those relating to safety, health, sanitation and drug testing. Contractor will be responsible for compliance and will hold the Town harmless in cases of violations and/or corrective actions being imposed by regulatory agencies. Contractor agrees to provide certification of a drug testing policy, a list of employee names working under this contract, and testing evidence to the Road Commissioner upon request.

14. Performance and Payment Bonds, Irrevocable Letter of Credit

The performance and payment bonds are required if the annual payment amount of this Contract is greater than, or becomes greater than (through annual adjustments), \$100,000. If required, said bonds must be in the amount of 80% of the contract price and must be procured from a company that is (1) organized and operating in the United States licensed or approved to do business in the State of Maine by the State of Maine Department of Business Regulation, Bureau of Insurance and (2) listed on the latest Federal Department of The Treasury listing for "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies". The bonds must be payable to the "Treasurer -Town of Readfield" and must be on the Town's forms (or exact copies thereof) or must be on forms acceptable to the Town or must not contain any significant variations from said forms as determined in the sole discretion of the Town. By issuing, executing, or becoming potentially obligated under a bond, the surety agrees to be bound by all of the terms of

the Contract documents, including those related to the Town's self-help remedy provided in Contract. As an alternative to a performance bond, the Contractor may provide an Irrevocable Letter of Credit for the Town to consider. The decision to use either a bond or letter of credit will be at the Select Board's discretion.

15. Indemnification.

The Contractor hereby indemnifies, defends and holds harmless the Town and its officers, directors, employees, agents and consultants from and against all claims, actions, torts, costs, losses, and damages for bodily injury (including sickness, disease or death) and/or tangible property damage arising out of or resulting from the performance of the Work by the Contractor, and its subcontractors, suppliers, any individuals or entities directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Damages covered by the preceding sentence include, but are not limited to: all dispute resolution costs including court costs, attorneys' fees, and the fees of engineers, arbitrators, and other professionals related to dispute defense and preparation.

16. Termination.

(a) Notwithstanding any other provision of this Contract, the Contractor and/or the Surety shall be in default and the Town, in its sole discretion may terminate this Contract, if the Contractor and/or the Surety: (i) fails to provide equipment that meets the Road Commissioner's ~~and Select Board's~~ approval by October 15th of each Contract year; (ii) fails to begin the work as required by the Contract; (iii) fails to perform the work with sufficient trained and certified workers and equipment or materials to meet the terms of the Contract; (iv) discontinues the prosecution of the work; (v) fails to resume work which has been discontinued within a reasonable time after notice to do so; (vi) subcontracts any of the work without the approval of the Town; (vii) becomes insolvent, files for bankruptcy, allows any final judgment to stand against him unsatisfied for a period of ten days, or makes an assignment for the benefit of creditors without authorization by the Town; (viii) fails to perform the Work in substantial conformity with any material provision of the Contract as determined by the Town; or (ix) fails to perform the Work in a satisfactory manner as determined solely by the Town.

The Town may remedy such noncompliance with Town or contracted forces and terminate the Contract and/or deduct the cost thereof from payments otherwise due the Contractor.

Notice of termination, and the reasons for such, shall be provided in writing by the Select Board, by regular mail to the Contractor's address as stated in this contract. In emergency situations, notice may be provided verbally by the Road Commissioner upon consultation with the Select Board, with written notice mailed or delivered as soon thereafter as practicable.

At its sole option, the Town, in the event that circumstances allow, may

provide the Contractor with an opportunity to cure any of the above deficiencies without waiving its right to terminate.

(b) The Town may terminate this Contract for convenience for any reason that is in the best interest of the Town. Such reason may include non-appropriation of funds by the Town Meeting vote. Terminations caused without the fault of and for reasons beyond the control of the Contractor shall be considered terminations for convenience. The Town will notify the Contractor of such terminations by sending a Notice of Termination for Convenience.

In case of a termination for convenience, all work completed as of the date of termination will be paid by prorating by date all remaining amounts payable under this Contract. Contractor agrees it will have no claim for any other amounts including consequential damages, lost profits, or lost opportunity costs.

17. Financial Responsibility.

The Contractor will be responsible for additional Town expenses incurred in providing replacement snow and ice control in the event contract is terminated for any reason other than convenience; such costs to be deducted from any remaining payments due to Contractor prior to termination of contract.

18. General Provisions.

(a) Incorporation by Reference. The advertised "Notice to Contractors", the "Bidding & Contracting Requirements for Contracts For Snow & Ice Control", all addenda signed by the Town, and the Contractor's "Bid For Snow & Ice Control Contract" are hereby incorporated herein by reference and made a part of this Contract.

(b) Nondiscrimination. The Contractor agrees to comply with the nondiscrimination and affirmative action provisions at 5 M.R.S.A. § 784 (2), which are hereby incorporated by reference.

(c) Funding. This Contract, including any extensions thereof, is made subject to available budgetary appropriations and shall not create any obligation on behalf of the Town in excess of such appropriations.

(d) Invalidation or unenforceability of one provision or the contract shall not affect the remainder of the contract.

(e) Amendments to this contract may only be made by written agreement of both parties and must be attached to this contract, dated and signed by all parties.

(f) Record Keeping. The Contractor will keep logs on a form provided by the Town that identify the following metrics, tracked by snow event:

The dates of the snow event, including start and end times
The vehicles and equipment used during the snow event

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The employees working during the snow event and their total hours worked
The estimated volume of materials used for the snow event
And complaints received or damage reported to the Contractor during the event

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Log sheets for snow events occurring within two weeks of a payment date must be submitted by the Contractor one week prior to payment. Failure to submit log sheets will be cause for holding payments to the Contractor. Snow events occurring within 24 hours of each other may be recorded as a single event.

19. Certifications. By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and certifications required or set forth in the Contract are still complete and accurate as of the date of this contract.
2. The Contractor knows of no legal, contractual, or financial impediment that prevents Contractor from entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign and to legally bind the Contractor to the terms of the Contract.

The Contractor, for itself, its successors and assigns, hereby executes two duplicate originals of this Contract and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

Date

Signature of Legally Authorized Representative

Name and Title Printed

TOWN OF READFIELD

Date

By: ~~Lawrence Dunn~~, Select Board Chair

~~Andrews Tolman~~, Select Board Vice-Chair

~~P. Greg Durgin~~, Select Board member

~~Kathryn Woodsum~~, Select Board member

~~Sue Reay~~, Select Board member

Witness to all signatures

APPENDIX A - MANDATORY EQUIPMENT

<u>How Many</u>	
<u>Make</u>	
<u>Year</u>	
<u>Size (Tons)</u>	
<u>Serial #</u>	
<u>Plow Make</u>	
<u>Plow Year Mfg.</u>	
<u>Plow Type (V or blade)</u>	
<u>Plow Width & Height</u>	
<u>Plow Wing Length (if applicable)</u>	
<u>Sander Information</u>	
<u>Application Tech. (ground sensors, etc.)</u>	
<u>Equipment Notes</u>	

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<u>How Many</u>	
<u>Make</u>	
<u>Year</u>	
<u>Size (Tons)</u>	
<u>Serial #</u>	
<u>Plow Make</u>	
<u>Plow Year Mfg.</u>	
<u>Plow Type (V or blade)</u>	
<u>Plow Width & Height</u>	
<u>Plow Wing Length (if applicable)</u>	
<u>Sander Information</u>	
<u>Application Tech. (ground sensors, etc.)</u>	
<u>Equipment Notes</u>	

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<u>How Many</u>	
<u>Make</u>	
<u>Year</u>	
<u>Size (Tons)</u>	
<u>Serial #</u>	
<u>Plow Make</u>	
<u>Plow Year Mfg.</u>	
<u>Plow Type (V or blade)</u>	
<u>Plow Width & Height</u>	
<u>Plow Wing Length (if applicable)</u>	
<u>Sander Information</u>	
<u>Application Tech. (ground sensors, etc.)</u>	
<u>Equipment Notes</u>	

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Please use additional sheets as necessary

APPENDIX B - ADDITIONAL EQUIPMENT

<u>How Many</u>	
<u>Make</u>	
<u>Year</u>	
<u>Size (Tons)</u>	
<u>Serial #</u>	
<u>Plow Make</u>	
<u>Plow Year Mfg.</u>	
<u>Plow Type (V or blade)</u>	
<u>Plow Width & Height</u>	
<u>Plow Wing Length (if applicable)</u>	
<u>Sander Information</u>	
<u>Application Tech. (ground sensors, etc.)</u>	
<u>Equipment Notes</u>	

<u>How Many</u>	
<u>Make</u>	
<u>Year</u>	
<u>Size (Tons)</u>	
<u>Serial #</u>	
<u>Plow Make</u>	
<u>Plow Year Mfg.</u>	
<u>Plow Type (V or blade)</u>	
<u>Plow Width & Height</u>	
<u>Plow Wing Length (if applicable)</u>	
<u>Sander Information</u>	
<u>Application Tech. (ground sensors, etc.)</u>	
<u>Equipment Notes</u>	

<u>How Many</u>	
<u>Make</u>	
<u>Year</u>	
<u>Size (Tons)</u>	
<u>Serial #</u>	
<u>Plow Make</u>	
<u>Plow Year Mfg.</u>	
<u>Plow Type (V or blade)</u>	
<u>Plow Width & Height</u>	
<u>Plow Wing Length (if applicable)</u>	
<u>Sander Information</u>	
<u>Application Tech. (ground sensors, etc.)</u>	
<u>Equipment Notes</u>	

Please use additional sheets as necessary

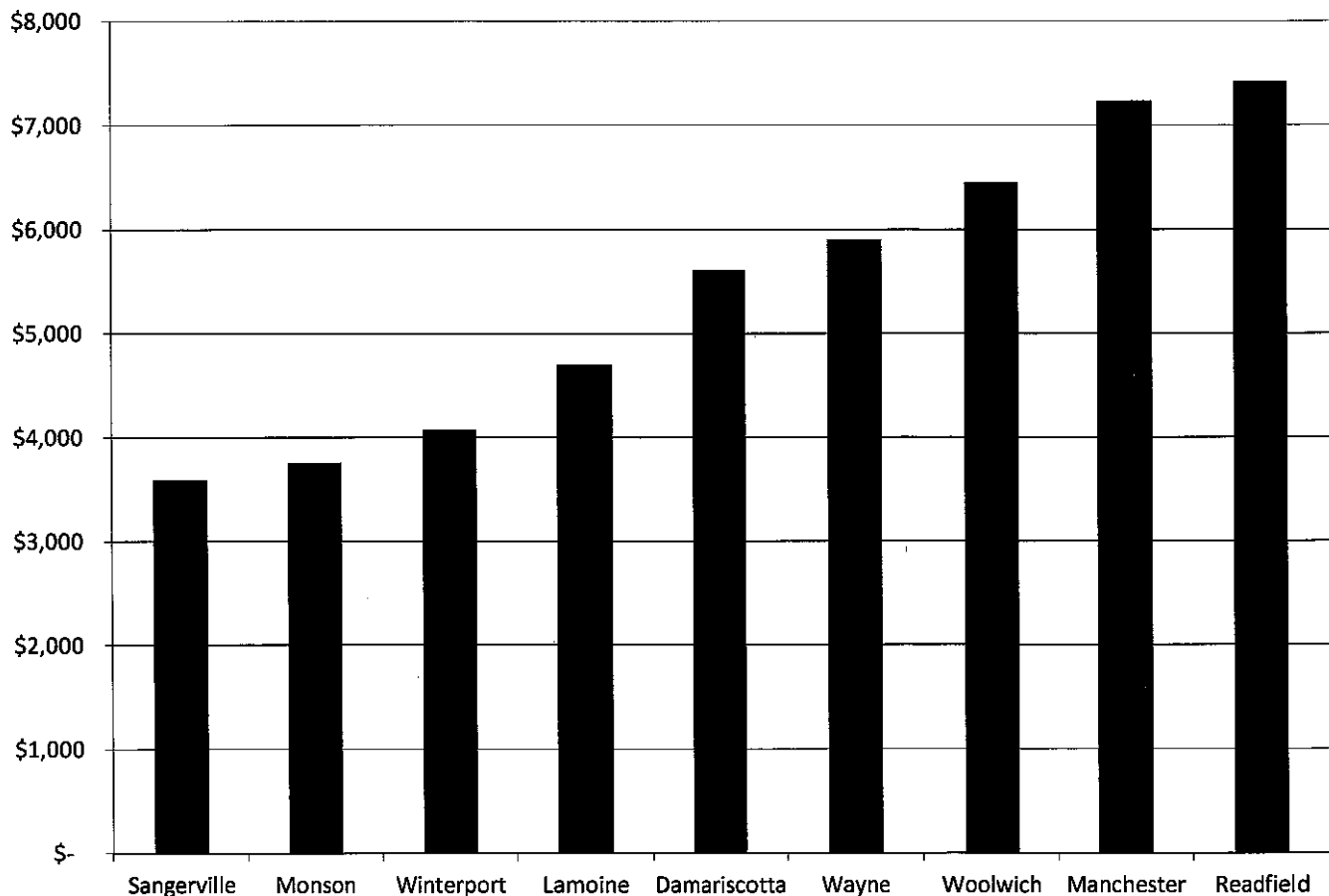
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2015-2016 Contracted Winter Road Maintenance Service Schedule

Town	Miles Serviced (not lane miles)	Price per Mile	Services Provided
Sangerville	32	\$ 3,593	Plowing, salt, sand
Northport*	32	\$ 3,625	Plowing, spreading, town pays for S&S
Mount Vernon*	46.25	\$ 3,729	Plowing, spreading, town pays for S&S
Monson	26	\$ 3,759	Plowing, spreading, 1700 yards of salt sand
Exeter*	38.75	\$ 3,850	Plowing, spreading, town pays for S&S
Winterport	63.5	\$ 4,075	Plowing, salt, sand
Lamoine	22	\$ 4,708	Plowing, salt, sand
Damariscotta	21.2	\$ 5,610	Plowing, salt, sand
Wayne	29.7	\$ 5,909	Plowing, spreading, town pays for S&S (incl. in est.)
Woolwich	64	\$ 6,455	Plowing, salt, sand
Manchester	33.56	\$ 7,239	Plowing, salt, sand
Readfield	35	\$ 7,428	Plowing, salt, sand
AVERAGE*	37.0	\$ 5,286	

* Excludes towns who purchase their own salt sand

Winter 2015 - 2016 All-inclusive Price per Mile





TOWN OF READFIELD

8 OLD KENTS HILL ROAD • READFIELD, MAINE 04355

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

Email: Readfield.finance@roadrunner.com

REQUEST FOR PROPOSALS (RFP)

2016 PAVING PROJECTS:

The Town of Readfield seeks proposals from qualified firms to complete partial or complete paving on several road projects:

1" Surface Pave Only: Adell Rd, Harmony Hills Rd., Lakeview Dr., Memorial Dr.,
Russell St., Thundercastle Dr.,

1/2" Shim & 1" Overlay: P-Ridge Road

All proposals are to be submitted in sealed envelopes marked "PAVING DOCUMENTS – DO NOT OPEN" addressed to the Town Manager, Readfield Town Office, 8 Old Kents Hill Road, Readfield, Maine 04355 until **3:00 P.M. on Friday, July 1, 2016** at which time they will be publicly opened. Proposal forms and specifications may be obtained at the Town Manager's office. The Town of Readfield reserves the right to accept any or reject any or all proposals. Proposers may be present at the proposal opening if so desired.

STANDARD INSTRUCTIONS TO PROPOSERS

1. The attached proposal is to be signed by the proposer, with full knowledge of and agreement with, the general specifications, conditions and requirements of this RFP. The conditions set forth in this RFP are to be considered minimum proposal specifications. Any variance or deviation from the specifications, terms and conditions, no matter how slight must be noted on an attachment labeled **"Variances"**. Failure to document such variances or deviations may, at the Town of Readfield's sole discretion, disqualify the proposal from consideration.
2. Proposals shall be submitted in sealed envelopes addressed to the Town Manager, Readfield Town Office, 8 Old Kents Hill Road, Readfield, Maine 04355 and shall be clearly marked **"PAVING DOCUMENTS – DO NOT OPEN"**.
3. Faxed, emailed, or incomplete proposals; or proposals received later than the time and date specified in the RFP will not be considered. Withdrawals of proposals, received later than the time and date set for the proposal opening, will not be considered.
4. A mandatory pre-bid meeting will be held on Thursday, June 23 at 9:00 a.m. at the Readfield Town Office.
5. The proposer shall insert in the attached proposal form the price per stated unit and extend a total price for each item. **IN THE EVENT THAT THERE IS A DISCREPANCY BETWEEN THE UNIT PRICE AND THE TOTAL PRICE EXTENSION, THE UNIT PRICE WILL GOVERN.**
6. In accordance with the provisions of 36 M.R.S.A. sec. 1760 et. Seq., the Town of Readfield is exempt from the payment of State sales and use tax and such tax or taxes shall not be included in the proposal prices.
7. The Town of Readfield specifically reserves the right to accept any or reject any and all proposals, wholly or in part; to waive technical defects or procedures; and to make awards deemed to be in the best interest of the Town.

PAVING SPECIFICATIONS

1. Sealed proposals for completing the projects for the 2017 fiscal year will be received at the Town Office until **3:00 p.m. Friday, July 1, 2016 at which time they will be publicly opened.**
2. Firms are requested to submit signed, written proposals giving fixed firm bids on the attached proposal form. It is the intent of the Town of Readfield to award a binding contract to the selected firm. A final contract award will be considered by the Readfield Select Board at a regular meeting on July 11, 2016.
3. The Town of Readfield reserves the right to increase or decrease stated quantities on the same or additional roads at the same unit prices as the Town sees fit. Actual work contracted will depend on available funding.
4. Any subcontractor involved in the project must be identified at the time of proposing. Contractors and any subcontractor engaged in the above work must agree to provide proof of liability insurance in an amount not less than the amount established by the Maine Tort Claims Act (currently \$400,000.00) that names the Town of Readfield as an additional insured. Proof of additional insurance is required, but not limited to, workers compensation and liability insurance for vehicle and equipment. Certificates of insurance must be on file with the Town prior to the commencement of any work. Contractors must be in good financial standing with the Town or their respective towns and must provide proof that all personal property taxes owed to respective municipalities have been paid or have a signed payment agreement with the respective town prior to bidding. Contractors further will follow Town policy on political activity, harassment, and workplace violence while providing services in Readfield.
5. The proposer will be responsible for providing all necessary flaggers, signs, barricades and other safety devices necessary to control & direct traffic during reclamation and paving operations, according to the MUTCD manual and DOT best management practices. In addition, for wearing surface projects the proposer will be responsible for the cleaning and sweeping of the street prior to applying a tack coat and wearing course. All joints shall be tack coated.
6. Ground butt joints will be required at all paved driveways. Non-paved driveways will require a minimum of a one (1) foot paved apron. The proposer will also be required to meet all laws, rules and regulations of the State of Maine including "Dig Safe" notification and requirements during the course of this project.
7. Tack coat shall be applied to meet MDOT specifications prior to paving on existing pavement.
8. HMA shall only be applied to clean, dry, tack coated surfaces when the atmospheric temperature is above 50°F. HMA shall be delivered to the spreader above 250°F. Deliveries below 250°F will not be accepted.
9. HMA shall be compacted to reduce air voids to between 5% and 8% by volume. Compaction shall be accomplished with a three roller system beginning with a static steel-wheeled roller, followed by a pneumatic tired roller, and finished with a static steel wheeled roller (or comparable). All rollers shall be 8 ton minimum.
10. Documentation must be provided to verify HMA mix specification prior to application.
11. Work completion date will be negotiated with the successful proposer, but in no case will the completion date be after September 30, 2016 for "summer" paving unless mutually agreed upon by both parties. Consideration will be given to proposals with "spring" work completion dates between May 1, 2017 and June 30, 2017
12. Proposers are required to attach to their proposal an outline of their qualifications, including a list of equipment that will be used to fulfill the terms of this contract and a listing of municipal or governmental entities that they may have contracted with in recent years.

Questions regarding this RFP should be referred, in writing, to:

Eric Dyer, Road Commissioner

Readfield Town Office

8 Old Kents Hill Road

Readfield, ME 04355

Email: readfield.finance@roadrunner.com

PAVING PROPOSAL FORM

PROPOSED PAVING PROJECTS FOR THE TOWN OF READFIELD

Adell Road (from Rt. 17 to Rt. 17)

ESTIMATED TONNAGE= 134 tons of 1"± Compacted 9.5 mm WEAR SURFACE with tack coat, on approximately 1,320' x 16'.

Lakeview Drive (from Winthrop Rd. to End)

ESTIMATED TONNAGE= 193 tons of 1"± Compacted 9.5 mm WEAR SURFACE with tack coat, on approximately 1,900' x 16'.

Thundercastle Drive (from Old Kents Hill Rd. to Torsey Shores)

ESTIMATED TONNAGE= 421 tons of 1"± Compacted 9.5 mm WEAR SURFACE with tack coat, on approximately 3,168' x 21'.

Harmony Hills Road (from Rt. 17 to End)

ESTIMATED TONNAGE= 221 tons of 1"± Compacted 9.5 mm WEAR SURFACE with tack coat, on approximately 1,743' x 20'.

Memorial Drive (from Beaver Dam Rd. to Winthrop Town Line)

ESTIMATED TONNAGE= 154 tons of 1"± Compacted 9.5 mm WEAR SURFACE with tack coat, on approximately 1,215' x 20'.

Russell Street (from Sturtevant Hill Rd. to End)

ESTIMATED TONNAGE= 258 tons of 1"± Compacted 9.5 mm WEAR SURFACE with tack coat, on approximately 1,848' x 22'.

P Ridge Road (from Nickerson Hill Rd. to Rt. 17)

ESTIMATED TONNAGE=441 tons of full-width variable-depth SHIM and **882** tons of 1"± Compacted 9.5 mm WEAR SURFACE with tack coat, on approximately 6,336' x 22'.

Please quote all projects with Hot Mix Asphalt (HMA).

PAVING PROPOSAL

Name of Company: _____

9.5 mm Wearing Surface 1" Compacted

HMA: (Estimated tons) X _____ Cost per Ton = Total \$ _____

9.5 mm Shim at variable depth Compacted

HMA: (Estimated tons) X _____ Cost per Ton = Total \$ _____

Tack Coat

(Estimated gallons) X _____ Cost Per Gallon Applied = Total \$ _____

Signature: _____ Date: _____

SERVICES AGREEMENT

ROAD PAVING SERVICES

THIS AGREEMENT is made this _____ day of _____, 2016 by and between the Town of Readfield, a municipal corporation existing under the laws of the State of Maine and located in the County of Kennebec, State of Maine (hereinafter "OWNER") and _____ (hereinafter "CONTRACTOR").

The CONTRACTOR shall perform paving on selected Town roads, as needed and directed by the Town Manager/Road Commissioner or his/her designee. All mixing plants, equipment, and materials involved with the completion of the specified work shall meet current MAINEDOT specifications and DEP standard best practices.

The CONTRACTOR shall furnish all of the services, materials and perform all of the work as described in the Paving Specifications and Proposal Form, and shall do so in accordance with the Contractor's Proposal dated _____, 2016.

The CONTRACTOR must be current in personal property tax payments to the respective municipality where the firm is located or provide a letter from the municipality stating the CONTRACTOR is in good standing related to tax payments.

The CONTRACTOR agrees to abide by the OWNER's prohibitions against workplace violence, sexual harassment, and political activities in Readfield while working in Readfield.

The CONTRACTOR must maintain liability insurance, in the amount of \$400,000 per occurrence, for personal injury, death and property damage claims which may arise from operations under this agreement. The CONTRACTOR shall provide evidence of insurance or financial resources sufficient to satisfy the requirements of the Workers' Compensation Act.

The CONTRACTOR will provide to the OWNER a Certificate of Insurance naming the OWNER as an additional insured prior to the start of any work under this agreement. The OWNER disclaims any and all responsibility for injury or damages to the CONTRACTOR, its agents, or others at any time during this agreement.

The CONTRACTOR will provide the OWNER with a current and complete W-9 form prior to the start of any work under this agreement.

The CONTRACTOR, to the fullest extent permitted by law, shall indemnify and hold harmless the OWNER, and their agents, employees and/or invitees against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees arising out of or resulting from the performance of the work regardless of standard of care. This indemnification extends to all costs and all attorneys' fees incurred by the OWNER.

The CONTRACTOR guarantees that the work to be done under this contract and the materials to be furnished by the supplier for use in the construction of the same will be free from defects or flaws. This warranty shall be for a period of one year from the date of completion.

All materials and work may be subject to inspection by the OWNER. The Town Manager or designee shall be allowed access to all parts of the work and shall also have the right to inspect and test, at the OWNER's expense, by any methods adequate to ensure an acceptable quality of work. It is strongly recommended that the CONTRACTOR, before submitting a bid, become completely familiar with the job site and the required work. The OWNER may be available to participate in pre-bid inspections at designated times and locations, and occasionally by request. No consideration will be granted for any alleged misunderstanding of the material to be furnished, the work to be done, or for any defects in the final product that are the result of the absence of a formal pre-bid inspection.

The bid price(s) quoted in the Proposal Form shall include preparation, mobilization, installation, final cleanup, and all labor and materials required to complete the work as specified in the Paving Specifications and Proposal Form. The bid price shall be firm for the term of this AGREEMENT.

The OWNER reserves the right to submit Change Orders in writing to the CONTRACTOR. In that event, the OWNER will negotiate with the CONTRACTOR to determine any new terms or costs. At the completion of work, each site shall be left in a neat and clean condition, subject to approval of the Town Manager or a Designee.

The OWNER shall remit to the CONTRACTOR the total payment of \$_____ per ton for specified HMA shim, \$_____ per ton for specified HMA overlay and \$_____ per gallon for specified tack coat; by the first warrant following completion of all services. The total cost of this agreement will not exceed \$_____ without written approval from the OWNER. The OWNER reserves the right to withhold payment should it be determined that the CONTRACTOR has not performed the services required as stated in the Paving Specification.

Every effort shall be made to resolve conflicts between the OWNER and CONTRACTOR through direct negotiations between the parties. If resolution cannot be reached within a reasonable timeframe then the matter will be referred to third party arbitration by mutual agreement of the OWNER and CONTRACTOR.

The OWNER shall have the right to terminate this contract for cause with a minimum notice to the CONTRACTOR of Five (5) business days. Failure to comply with any requirement of this contract shall be cause for termination.

Witness

TOWN

By: _____
Eric Dyer, Town Manager

Witness

CONTRACTOR

By: _____
Its: _____

TOWN OF READFIELD

PROCEDURES FOR APPOINTMENT AND REAPPOINTMENT

TO BOARDS, COMMITTEES AND COMMISSIONS (BCC)

The Select Board shall not discriminate against an applicant based on religion, age, sex, marital status, race, color, ancestry, national origin or sexual orientation. The Select Board may exclude from consideration any applicant with a physical or mental disability only when the physical or mental disability 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 (BCC) that are instruments of Town Government. The Select Board welcomes all qualified, motivated applicants for volunteer positions.

Note: All positions becoming open for any reason will be open to all interested applicants.

The following minimum eligibility criteria must be met by all applicants seeking to serve on a BCC:

- 1) US citizenship
 - 2) Resident of the Town of Readfield
 - 3) Notwithstanding the above two criteria, the Select Board, at its discretion, may appoint members of certain Ad Hoc committees that may not meet these criteria as circumstances warrant.
-
1. Vacancies on BCCs will occur from time to time and are due to three primary causes. Depending upon the reason for a vacancy, different appointment/ reappointment procedures apply:
 - a) Vacancy by expiring term: By May 1st of the expiring year, the BCC chair shall notify any member(s) that his/her term is expiring and inform any such member(s) that he/she needs to reapply for a position before May 31st in order to be considered for reappointment.
 - b) Vacancy by default: When an opening occurs prior to the expiration of a term for reasons other than formal resignation or forfeiture including, but not limited to excessive absenteeism, death or change of residency of the volunteer, the Clerk shall notify the Town Manager to include such notice of vacancy on the next Select Board agenda to declare the position formally open for advertising.
 - c) Vacancy by resignation: Resignations may be in written (letter, email) or verbal form. If verbal, resignations should be communicated to the BCC chair. The BCC Chair shall document all resignations in writing to the Clerk.
 2. Alternates
 - a) For BCCs whose membership includes Alternates, any such Alternates who wish to fill a vacancy arising as a result of an expiring term must submit a new application for the position.
 - b) For BCCs whose membership includes Alternates, the most senior Alternate who wishes to fill a vacancy arising as a result of a resignation or default may be appointed without further application, at the sole discretion of the Select Board, to full member status for the duration of the remaining term of the resigning member.

3. Applicant's Process:

- a) Each applicant applying for a vacancy on a BCC shall complete an Appointment Application provided through the office of the Clerk. If there is a vacancy on a BCC, interested applicants may apply at any time. If there is no vacancy on a BCC, applicants may apply at any time and applications will remain on file with the Town Clerk for one year.
- b) All first time appointment applicants shall meet with the Select Board during a Select Board meeting for their appointment interview. Reappointment applicants may request an interview with the Select Board. The Select Board will not unreasonably deny a request for an interview. For the purpose of this document, "reappointment" means continuous, uninterrupted service on the same BCC.
- c) All applicants and reappointment applicants shall be provided a copy of this document along with an Appointment Application.
- d) All individuals appointed for the first time to the Planning Board or Board of Appeals are required to complete the Basic workshop for Planning Board or Board of Appeals members offered by Maine Municipal Association. Upon completion of the basic workshop, members are responsible for providing a certificate of completion to the Town Clerk. This requirement does not preclude a BCC member from serving on the BCC prior to completing workshops.
- e) All appointees to the Budget Committee are required by state law to take a Freedom Of Access Act (FOAA) class and to provide a certificate of completion to the Town Clerk within 120 days of appointment.
- f) Appointees must take an oath of office from the Town Clerk or his/her designee before assuming the duties on the Planning Board, Board of Appeals, Library Board of Trustees and Recreation Board.
- g) Applicants who have not been appointed to a vacancy by the Select Board for which the applicant has initially applied, may have his/her application filed with the Town Clerk for a period of time not to exceed one year for future consideration. Reconsidered applications need to follow all steps of these Procedures, with the exception of completing another application.

4. Town Clerk's Process:

- a) The Clerk shall advertise vacancies on BCCs as per the Advertising Section (5) of these procedures.
- b) The Clerk will provide each applicant with written responsibilities for the appropriate BCC.
- c) The Clerk shall accept all applications for appointments to BCCs regardless of vacancies, and retain applications for up to one year unless the applicant withdraws.
- d) The Clerk shall forward complete appointment applications to the Town Manager when opening(s) exist.
- e) The Clerk, working in conjunction with the Town Manager, shall schedule applicant interviews at the mutual convenience of the Select Board and the applicant.
- f) The Clerk shall inform applicants and the chair of the relevant BCC of the Select Board's decision(s) regarding appointments, reappointments or resignations.
- g) The Clerk shall copy any letters of resignation to the Town Manager.
- h) The Clerk shall record position openings after the acceptance of a resignation by the Select Board.
- i) The Clerk or his/her designee must administer an "Oath of Office" to all appointees to the Appeals Board, Library Board of Trustees, Planning Board or the Recreation Board before assuming official duties.

5. Advertisement Process:

- a) Following a resignation or prior to annual expiration of a term, all positions will be advertised for a minimum of 10 days before any applications can be considered by the Select Board.
- b) Advertising for vacancies shall be accomplished through use of all of the following media: Town of Readfield website, publishing in the monthly Readfield Messenger (as publishing deadline allows) and posting at the Town Office. In addition, advertising for vacancies may also be accomplished by posting notices at the Readfield and Kents Hill Post Offices, Town Library, in the Community Advertiser and Town of Readfield Channel 7 TV station.
- c) The advertisements shall list all vacancies on each BCC, the length of the term and describe the application process.

6. Chairs of Boards, Committees, and Commissions Process:

- a) The chair, in consultation with committee or board members, may provide to the Select Board a list of knowledge, skills, education or experience that would be desirable in a new member and which the Select Board may use in evaluating applicant(s).

7. Town Manager's Process:

- a) The Town Manager shall inform the Select Board of all applications and resignations from BCCs by making them an agenda item for the Select Board's review.
- b) The Town Manager or his/her designee shall inform the Clerk of all Select Board decisions regarding appointments, reappointments and resignations.

8. Select Board's Process:

- a) No opening shall be considered by the Select Board unless the following have been met:
 - i. Notification of a vacancy by the Town Clerk has been completed and recorded
 - ii. Advertising Process (Section 5) has been completed
- b) The Select Board shall review each application for appointment or reappointment.
- c) The Select Board shall interview all new appointment applicants and may interview reappointments in accordance with Section 3.b.
- d) Provided the advertising process is complete, the Select Board shall act on applications for BCCs no later than the second regularly scheduled meeting following the receipt of any applications and the completion of interviews.
- e) When reviewing an application for appointment, the Select Board may consider, but are not limited to the following criteria:
 - i. BCC needs,
 - ii. Applicant experience and qualifications,
 - iii. Encourage and welcome new volunteers to BCCs,
 - iv. Maintain institutional memory.

These Procedures originally adopted by the Select Board on September 24, 2012 and amended by the Select Board on 10/21/2013.

Amended and approved by the Select Board, _____
date

Select Board

Valarie Pomerleau, Chair

Thomas Dunham, Vice Chair

Alan J. Curtis

Christine Sammons

Bruce Bourgoine

Readfield Code of Public Conduct

- **Be courteous, patient, and civil.**
- **Keep emotions in check.**
- **Respect others' points of view.**
- **Assume opponents have positive intentions.**
- **Don't take things personally.**
- **Identify problems, propose solutions**
- **Understand before disagreeing.**
- **Disagree without being disagreeable.**

**Remember we are all neighbors and
community members.**

Rejected or weeded out Ideas to get to a one page readable document:

We don't always get our way.

One speaker at a time.

Be open, honest respectful.

Do not dismiss or belittle.

Listen actively.

Identify problems, focus on solutions.

Admit mistakes.

Ask questions if you don't understand.

Support opinions with data and information.

Don't be repetitive.

All opinions and questions are valid.

Value other's time.

Stay on task.

Okay to disagree.

Accept that agreement may not happen.

Some may win, some may loose. We have to make decisions.

Don't disturb or disrupt.

Stay out of other's space.

Limit side conversations.

State what you like as well as don't like.

Don't try to dominate.

Discussion not demonstration.

FYI

RECEIVED MAY 11 2016



PLEASE JOIN US AT THE
COBBOSSEE WATERSHED DISTRICT'S
2016 ANNUAL BUDGET MEETING

In addition to the matter of voting on the CWD's 2016-2017 fiscal budget, there will be an overview of CWD activities over the past year.

Following the formal budget approval festivities,

CWD Executive Director **Bill Monagle** will provide an update on current activities, particularly major lake protection projects that include the *Torsey Pond Watershed Survey Project*, the *Wilson Pond NPS Watershed Restoration Project, Phase II*, and the *Cobbossee Lake NPS Watershed Protection Project*.

CWD Limnologist **Wendy Dennis** will give a brief summary of the status of *Maranacook Lake Dam renovation plans*, *Cochnewagon Lake improvement efforts*, *recent activities at the New Mills Dam (Pleasant Pond/Cobbossee Stream)*, and *upcoming workshops for invasive aquatic plant surveyors on Maranacook and Annabessacook lakes*.

So, please join us. Come see old friends and make some new friends as well.

**WHERE: WINTHROP MIDDLE SCHOOL
CAFETERIA, RAMBLER ROAD, WINTHROP**

WHEN: 7:00 PM, TUESDAY, MAY 24, 2016

Note: Early arrival would be appreciated so that voter registration can be completed in time to kick the meeting off as close to schedule as possible. Thanks!

COBBOSSEE WATERSHED DISTRICT
WARRANT FOR DISTRICT BUDGET MEETING

State of Maine

County of Kennebec
County of Sagadahoc

To William J. Monagle, a resident of the Cobbossee Watershed District, GREETINGS:

In the name of the State of Maine, you are hereby required to notify and warn the voters of the Cobbossee Watershed District residing in the Towns of Litchfield, Manchester, Monmouth, Readfield, Richmond, Wayne, and Winthrop, and the City of Gardiner, qualified to vote in District affairs, to assemble at the Winthrop Middle School Cafeteria, located on Rambler Road in said Town of Winthrop on Tuesday, twenty-fourth (24th.) day of May A.D. 2016, at 7:00 o'clock in the evening, then and there to act on articles 1 and 2, said articles being set out to wit:

Article 1: - To elect a Moderator to preside at said meeting.

Article 2: - To see what sum of money the District will vote to raise or appropriate for the operation of the Cobbossee Watershed District. The budget recommended by the appointed Trustees of the eight municipalities and one utility district is as follows:

REVENUES:

Municipal assessments	\$ 221,073
Utility districts	\$ 9,152
Federal/State grants	\$ 62,598
Contracts/Fees	\$ 1,500
Cash Reserves	\$ 10,753
Contributions/miscellaneous	\$ 750
TOTAL:	\$ 305,826

EXPENDITURES:

Personnel	\$ 179,352
Monitoring costs	\$ 10,000
Conferences	\$ 200
Professional Development	\$ 500
Education/Information	\$ 200
Bookkeeping	\$ 1,400
Contractual	\$ 7,973
Project Direct Costs	\$ 37,185
Gage Operation	\$ 3,600
Trustees expenses	\$ 600
Overhead Expenses	\$ 63,816
Capital Expenditures	\$ 1,000
TOTAL:	\$ 305,826

** The sum of \$230,225 to be raised by municipal assessments and water district contribution.

Hereof fail not and make return of your doings thereon or before the time of said meeting.

Robert C. Clunie
Robert Clunie

Joseph R. Saunders
Joseph Saunders

Steve Musica
Steve Musica

Shelly Gerstein
Shelly Gerstein

Heinz Walbaum
Heinz Walbaum

Daniel Wells
Daniel Wells

Alexander Wright
Alexander Wright

Douglas Ludewig
Douglas Ludewig

Sandra Small-Hughes
Sandra Small-Hughes

Jane Andrews
Jane Andrews

Daniel Bailey
Daniel Bailey

ATTEST: A True Copy

William J. Monagle
William J. Monagle

Resident of the Cobbossee Watershed District

FUTURE AGENDA ITEMS

Appendix A

Future Agenda Items - Proposed DRAFT

Upcoming Workshops:

Appeal / Hearing process workshop

June 13, 2016

June 27, 2016

Future Meetings:

Establish staggered terms for the Readfield Solid Waste and Recycling Committee

Revision to SWRC Interlocal Agreement

Engineering RFQ

Technology Plan

Potential Parks / Town Property Committee

Liquor licenses