Readfield Select Board Regular Meeting Agenda

May 31, 2016

Meeting starts: 6:30 PM

Location: Readfield Town Office - Giles Hall

Pledge of Allegiance

Regular Meeting - 5 minutes

16-169 - Minutes: Select Board meeting minutes of May 16, 2016 - 5 minutes

16-170 - Warrant: #49 & #50 - 5 minutes

Communications - 40 minutes

Select Board communications - 15 minutes

Town Manager - 5 minutes

Boards, Committees, Commissions & Departments - 5 minutes

• Appointments Ad Hoc Committee Minutes of April 21, 2016

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

Appointments & Re-appointments - 5 minutes

16-171 - Re-appoint Jeanne Harris to the Trails Committee

16-172 - Re-appoint Robert Harris to the Trails Committee

16-173 - Re-appoint Elisabeth (Betty) Peterson as a Library Trustee

Unfinished Business - 30 minutes

16-166 - 1st Reading of the revised Procedures for Appointments and Reappointments - 20 minutes

16-167 - 2nd Reading of the Proposed Readfield Code of Public Conduct - 10 minutes

New Business - 25 minutes

16-174 - Consider a construction agreement with the Maine DOT for work on Rt. 17 - 5 minutes

16-175 - Consider a purchase and sale agreement for tax acquired property at Readfield Tax Map 102, Lot 042 and Readfield Tax Map 119, Lot 024 - 10 minutes

16-176 - Recognize the Age Friendly Community Ad-hoc Committee for their successful grant application and consider accepting the grant award - 5 minutes

16-177 - Other - 5 minutes

Future Agenda Items - 5 minutes

As identified in Appendix A

Other

Adjournment

REGULAR MEETING

- MINUTES
- WARRANTS

Readfield Select Board Regular Meeting Minutes - May 16, 2016 - Unapproved

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), Gary Quintal (CEO), Craig Pollis, Bob Marvinney, John Parent, Milton Wright, Debora A. Doten, Eunice Bowler, David Fortin, Sandra Rourke, Grace Keene, Lorraine Wagner

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

Regular Meeting

- 16-151 Minutes: Select Board meeting minutes of May 2, 2016
 - ➤ Motion made by Mrs. Sammons to approve the minutes of the May 2, 2016 meeting as written, second by Mr. Bourgoine. Vote 5-0 in favor.
- 16-152 Warrant: #47 & #48
 - > Motion made by Mr. Bourgoine to approve Warrant #47 & #48 in the amount of \$61,761.47 second by Mrs. Sammons. Vote 4-1, opposed by Mr. Curtis (would like more time to review).

Communications

- Select Board Communications
 - ➤ Mrs. Sammons asked if anyone opposed of her buying flowers for the Memorial out front. Select Board agrees that it is a good idea.
 - > Mr. Curtis wanted to remind everyone that the absentee ballots are available at the Town Office. The best way is to call Robin and she will mail one out or stop in to the town office and fill out a request form.
 - ➤ Mr. Dunham spoke regarding a concern he received from an abutter on the Mill Stream Project. Suggested to make sure the Planning Board contact all abutters even on special projects.
- Town Manager
 - ➤ Mr. Dyer went over his Town Manager report dated for May 16, 2016.
 - > Discussion on composite position and mutual aide part. The mutual aide position was already hired out by the local fire departments. Concerns that due to it being a part of the Union job description will it affect the contract.
 - > Up to date budget information is added to the town website by Mr. Dyer to keep everyone up to date and informed.
 - > The old town truck is going to be put out for bid.
- Boards, Committees, Commissions & Departments
 - > 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
 - Thank you all for submitting your minutes.

- Public Communications Members of the public may address the Select Board on any topic
 - ➤ Bob Marvinney from Broadview Heights. Spoke regarding a statement in the Messenger about the school budget and how it has gone up 7% every year. Has since received clarification from both Mr. Dyer and Ms. Pomerleau but believes its best to make a note so everyone understands. Ms. Pomerleau to continue to working on clarification.
 - ➤ Lorraine Wagner spoke regarding her concerns on everyone being treated equally and her concerns with handicapped accessibility getting into the town office. Mr. Dyer let Lorraine know that there has now been a buzzer installed at the front door. Addressed that the cemeteries look great just need the right equipment to get all the work completed. Lorraine would also like to see the log books for overtime work of employees.

Appointments & Re-Appointments:

- 16-153 Appoint Ellen Blanchard as Warden for June 14, 2016 Election
 - Motion made by Mrs. Sammons to appoint Ellen Blanchard as Warden for the June 14, 2016 Election, Second by Mr. Dunham. Vote 5-0 in favor.
- 16-154 Re-Appoint Kenneth Clark to the Trails Committee
 - ➤ Motion made by Mr. Bourgoine to re-appoint Kenneth Clark to the Trails Committee for the term of 7/1/2016 to 6/30/2018, Second by Mrs. Sammons. Vote 5-0 in favor.
- 16-155 Re-Appoint Ann Keilty to the Trails Committee
 - ➤ Motion made by Mrs. Sammons to re-appoint Ann Keilty to the Trails Committee for the term of one year, Second by Mr. Curtis. Discussion: Only a one year term due to trying to stagger out the dates. Vote 5-0 in favor.
- 16-156 Re-Appoint Brenda Lake to the Cemetery Committee
 - ➤ Motion made by Mr. Bourgoine to re-appoint Brenda Lake to the Cemetery Committee for the term of 7/1/2016 to 6/30/2019, Second by Mrs. Sammons. Vote 5-0 in favor.
- 16-157 Re-Appoint Fran Zambella to the Appeals Board
 - ➤ Motion made by Mr. Bourgoine to re-appoint Fran Zambella to the Appeals Board for the term of 7/1/2016 to 6/30/2019, a three year term, Second by Mrs. Sammons. Discussion: Look to see if he has attended the necessary training. Vote 5-0 in favor.

Unfinished Business:

- 16-093 Consider Code Enforcement activity at 323 Main Street
 - ➤ Gary Quintal, CEO of Readfield gave a brief description of the issues regarding 323 Main Street and the information provided in the Select Board packet. Occupancy denied final notice and legal posting, failed to comply with temporary certificate of occupancy, illegal junk yard and nuisances of open burning. Asking Select Board to agree to have a consent agreement with the landowner and if isn't followed in the time frame set then to take further legal action.
 - > Rental unit has passed inspection and is not a part of the concerns Gary Quintal has presented.
 - Mr. Curtis expressed his concerns regarding other properties in the town that he feels also need to be looked into for violations. Doesn't want it to look like we are singling out one property owner.

- > Clarification that the items presented tonight were on the original list of issues when concern of rental unit was first brought up.
- > Mr. Pollis, property owner of 323 Main Street, addressed his concerns that he wished pictures would have been taken before as he has done some cleanup. He also explained other areas of concerns and put his input in on the occupancy issues.
- ➤ Mr. Pollis agreed to work with the Town Manager and CEO to get the occupancy issues under control and set an agreement with a timeframe that is acceptable for the clean up to be completed.
- Motion made Mr. Dunham to have Gary Quintal, CEO and Eric Dyer, Town Manager work on a consent agreement with Craig Pollis, property owner of 323 Main Street, Second by Mrs. Sammons. Discussion: Mr. Bourgoine suggested having the schedule reflect the priority of safety when making the list of items to have completed. Vote 5-0 in favor.

• 16-150 - Considerations of a Liquor License for the Emporium

➤ Motion made by Mr. Dunham to approve the Emporium Liqueur license from June 2016 to June 2017, Second by Mr. Curtis. Vote 5-0

New Business:

- 16-158 Consider a new road name for the Mace Saw Mill Entrance
 - New owners of Mace Saw Mill would like to have the road name be called Farnham Drive.
 - > Motion made by Mr. Bourgoine to approve the new name for Mace Saw Mill Entrance to be Farnham Drive, Second by Mr. Dunham. Discussion: Question on who is responsible for the purchase and maintenance of the road sign. Mr. Dyer to look into this. Vote 5-0 in favor.
- ❖ Mr. Dyer went over the information he presented in the Select Board packet regarding the bids and quotes of upcoming town maintenance projects. Discussion amongst the Select Board regarding prioritizing the jobs and funds available for all the projects. No recommendations from the Road Committee, these are more of Maintenance concerns, but did ask for Road Committees input if they wanted to make any suggestions.

• 16-159 – Striping Bid Award

- > Recommendation by Town Manager to go with Lucas Striping.
- ➤ Motion made by Mr. Dunham to award Lucas Striping for the striping work dated 5/4/2016, Second Mrs. Sammons. Vote 5-0 in favor.

16-160 – Shoulder Work Bid Award

- ➤ Recommendation by Town Manager to go with C.H. Stevenson.
- Motion made by Mrs. Sammons to award C.H. Stevenson for the shoulder work, Second by Mr. Dunham. Discussion: Just the install of the road shoulders. Vote 5-0 in favor.

• 16-161 – Crack Sealing Bid Award

- > Recommendation by Town Manager to go with Proseal LLC.
- ➤ Motion made by Mrs. Sammons to award Proseal LLC for the crack sealing work dated 5/9/2016, Second by Mr. Dunham. Vote 5-0 in favor.

• 16-162 - Brush Grinding Quote Award

- > Recommendation by Town Manager to go with Marshall Grinding.
- ➤ Motion made by Mrs. Sammons to award Marshall Grinding for the brush grinding work, as per their bid, dated 5/11/2016, Second by Mr. Dunham. Vote 5-0 in favor.

• 16-163 – Sweeping Quote Award

- > Recommendation by Town Manager to go with Ellis Construction. Mr. Dyer to look into the disposal of the dirt from the roads.
- ➤ Motion made by Mrs. Sammons to award Ellis Construction for the sweeping work as per their bid dated 5/12/2016, Second by Mr. Dunham. Vote 5-0 in favor.
- Mr. Dyer spoke regarding the two RFP draft reviews that are about to be discussed. Most changes have been made from prior drafts/RFP.

• 16-164 – Draft Winter Maintenance RFP Review

- > Just a draft, road committee has not looked at for review yet.
- ➤ Lengthy discussion amongst the Select Board regarding the draft presented for winter maintenance and suggested changes.

• 16-165 – Draft Paving RFP Review

- > Road committee still needs to review.
- Mr. Dyer went over the changes he has made to the draft paving RFP.
- > Brief discussion amongst the Select Board regarding the changes.

Motion made by Ms. Pomerleau to extend the meeting until 9:10 pm, Second by Mrs. Sammons. Vote 4-1, opposed by Mr. Curtis.

• 16-166 – 1st Reading of the revised Procedures for Appointments and Reappointments

➤ Motion made by Mr. Bourgoine to table 16-166 until May 31, 2016 Select Board meeting, Second by Mrs. Sammons. Vote 5-0 in favor.

• 16-167 – 1st Reading of the Proposed Readfield Code of Public Conduct

- > Guidelines for any town meetings. Would like to see posted up on the wall and in key places as a simple reminder once finalized.
- ➤ Motion made by Mrs. Sammons to accept the 1st reading of the proposed Readfield Code of Public Conduct, Second by Mr. Bourgoine. Vote 5-0 in favor.

• 16-168 - Other

➤ None

Motion made by Mr. Bourgoine to adjourn the meeting at 9:07 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 21, 2016

Members Present: Clif Buuck, Rob Peale, Tom Dunham, Henry Whittemore.

Members Excused Absent: Val Pomerleau, Robin Lint

Members Unexcused Absent: none

Present and Participating: None

Guests Present: None

Meeting was called to order at 5:05 PM.

Minutes: Cliff moved and Tom seconded approval of the April 7th minutes. Approved with Henry abstaining.

Discussion:

We all wished Cliff happy birthday.

Tom reported that he had no definitive definition of which positions are considered town officials.

Boards, Committees, Commission (BCC) documents binder: Copies of the documents submitted by the BCCs were handed out. The following BCCs did not submit any documents so we assume that whatever is on the Town website is considered to be up to date: Planning Board, Appeals Board, Heritage Days Committee, Solid Waste Committee, Maranacook Lake Dam Committee, Recreation Association, and Road Committee. Documents were received from the Conservation Commission, Trails Committee, Cemetery Committee, Budget Committee, and Library Board. We discussed choosing a template and standardizing the format of the final documents (without changing content). The items that we want to include in our binder for each committee are: mission statement or equivalent, authorization (statutory or otherwise), membership, officers, and standard meeting schedule (or at BCC discretion). Each BCC should

have an organizational meeting at the start of the year. Henry will develop a template and incorporate all the documents submitted or that he can locate on the website.

Code of Ethics: Tom reported that Eric said there is no particular concern in applying the code of ethics to town employees. We discussed that the Bridgton code of ethics document proposed by Val as a model for us leaves out much of what is specified in state law. Rob expressed that anything we developed should stand alone and provide all the specific information and guidance available if it is going to be useful. After discussing the need to do much more work to produce a useful and comprehensive document the consensus was that a separate ethics committee should be established so they can focus on looking at all the various models and state laws pertaining to ethics for municipalities.

Draft Code of Conduct: After looking at 4 different basic formats emailed by Rob it seems to be unanimous that a left justified, bulleted format looks best (including Val as reported by Cliff). We briefly discussed the content of the document. There was some concern that use of the word "opponents" seemed divisive but Rob wanted some way to acknowledge clearly that opposing viewpoints will exist, and no one could come up with a better word to recognize this. The word "others" was changed to "others' ". Tom moved and Cliff seconded that today's version of the document be sent to the select board (SB) as a draft for their review.

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: May 5, 2016, 5 to 6:30 PM. Agenda will include:

Minutes

Ethics

Review of draft binder.

Adjourned: about 6:45 PM.

Respectfully submitted by Rob Peale, Secretary

APPOINTMENTS & REAPPOINTMENTS & RESIGNATIONS

FOWN OF KEADFIELD

DATE RECEIVED

APPOINTMENT APPLICATION

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

The Select Board shall have final authority over the appointment of citizens to Boards, Committees and Commissions

that are instruments of Town Government. The Select Board shall not appoint an applicant to a position for which the applicant will likely have a frequent or recurring conflict of interest.
Please check one: 1 st time appointment re-appointment
Which Board, Committee or Commission
are you applying for? [Trails Committee]
Name: Jeanne Harris Phone (H): 377-2299
Street address: 53 Cove Rd Phone (C): 458 - 5019
Mailing address: 53 Cove Rd. Readfield, ME 04355
E-Mail: jeharris 5/2 yahoo.com
Below please tell us of any experience and/or training that might be useful in this position.
Below please tell us of any experience and/of training that might be useful in this position.
I have three years of experience as a
I have three years of experience as a member of the Trails Committee and I have
I have three years of experience as a member of the Trails Committee and I have
I have three years of experience as a member of the Trails Committee and I have participated most all aspects of building maintaining trails. Below please tell us the reason you are interested in applying for this position. I would like the opportunity to helpfinish trail
I have three years of experience as a member of the Trails Committee and I have participated most all aspects of building maintaining trails. Below please tell us the reason you are interested in applying for this position. I would like the apportunity to help finish trail projects I have been involved with. Being part of the Trail
I have three years of experience as a member of the Trails Committee and I have participated most all aspects of building maintaining trails. Below please tell us the reason you are interested in applying for this position. I would like the opportunity to helpfinish trail
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TOWN OF READFIELD

APPOINTMENT APPLICATION

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IUWN UF KEAUFIELD

10:30 GM RECEIVED MAY 507 2016

APPOINTMENT APPLICATION

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applicant will likely have a frequent or recurring conflict of interest.
Please check one: 1 st time appointment re-appointment
Which Board, Committee or Commission
are you applying for? [Library TRYSTEE
Name: Elisabeth (Betty) Peterson Phone (H): 685-7292 Street address: 350 Quiet Harbor Rd Phone (C): 692-4352
Street address: 350 QuieT Harbor Rd Phone (C): 692-4352
Mailing address: P.O. Box 426, KenTs Hill
E-Mail: BobeTyp @ gmail. Com
Below please tell us of any experience and/or training that might be useful in this position.
I am applying for my Third Term as a Library TRUSTEP.
Below please tell us the reason you are interested in applying for this position.
I love and always have loved Librarys and
Reading and feel that Library's are an
Important part of a community
If you are currently employed, what is your position?

Unfinished Business

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 expuring 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 <u>resignation</u>: 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 <u>expiring term</u> 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 <u>resignation</u> or <u>default</u> 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 proof 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 notice 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).

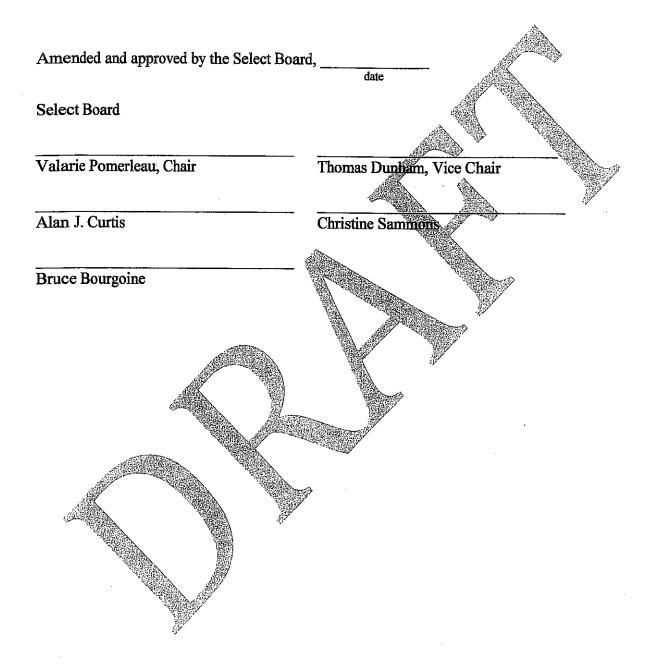
7. Town Manager's Process:

- 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.



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.

NEW BUSINESS

Return this AGREEMENT, when completed, to:

Maine Department of Transportation ATTN.: Mr. George Macdougall, Contracts & Specifications Engineer #16 State House Station, Child Street Augusta, Maine 04333-0016

> Project No. 022553.00 Location: Towns of Manchester and Readfield

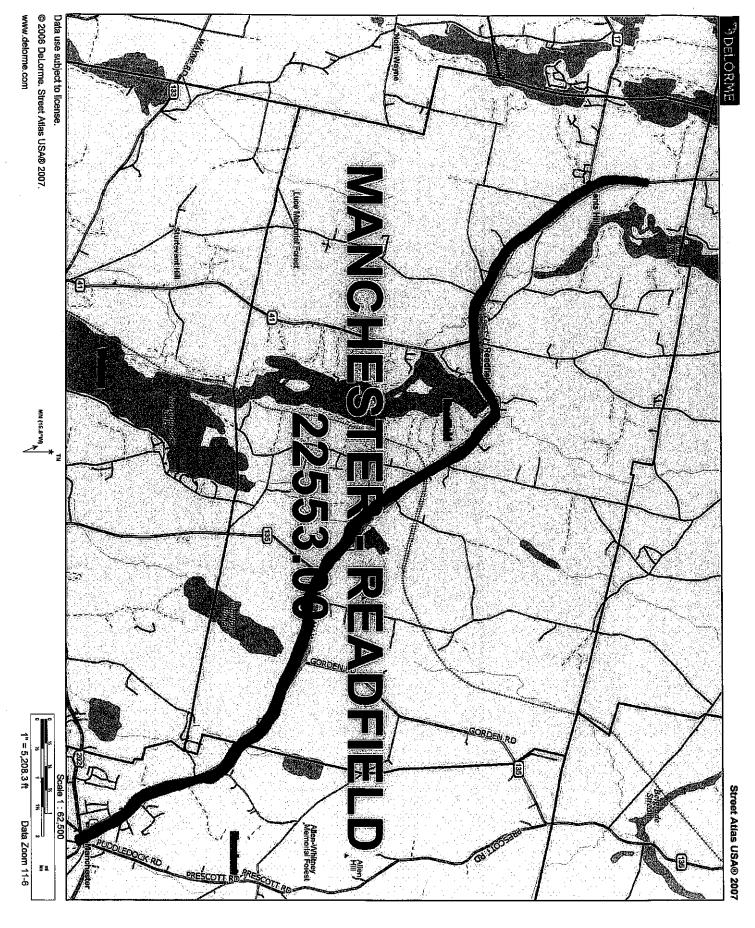
Pursuant to 29-A MRSA § 2382, the undersigned municipal officers of the **Town of Readfield** agree that a construction overlimit permit will be issued to the Contractor for the above-referenced project allowing the contractor to use overweight equipment and loads on municipal ways.

The municipality may require the contractor to obtain a satisfactory bond pursuant to 29-A MRSA § 2388 to cover the cost of any damage that might occur as a result of the overweight loads. If a bond is required, the exact amount of said bond should be determined prior to the use of any municipal way. The Maine DOT will assist in determining the amount of the bond if requested. A suggested format for a general construction overlimit bond is attached. A suggested format for a construction overlimit permit is also attached. This construction overlimit permit does not supersede rules that restrict the use of public ways, such as posting of public ways, pursuant to 29-A MRSA § 2395.

The maximum speed limit for trucks on any municipal way will be 25 mph (40 km per hour) unless a higher speed limit is specifically agreed upon, in writing, by the Municipal Officers.

TOWN OF READFIELI By the Municipal Officials	

Est. Start Date - Mid June Awarded to Pike



PURCHASE AND SALE AGREEMENT

THIS	PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into
this day	y of2016 by and between HEATHER URQUHART of
	,County,, whose mailing address is
	("Buyer"),
and THE INI	HABITANTS OF THE MUNICIPALITY OF READFIELD, a body corporate
located in Ker	nnebec County, Maine, with a mailing address of 8 Old Kents Road, Readfield,
Maine 04355	("Seller"). Buyer agrees to purchase and take from Seller and, for consideration
paid, Seller ag	grees to sell and convey to Buyer, upon the terms and conditions set forth below,
certain lots or	parcels of land located in Readfield, Kennebec County, Maine, more particularly
described as f	follows (collectively, the "Property"):
1. Readf	ield Tax Map 102, Lot 042
a.	Tax lien certificate dated August 31, 2005, recorded in the Kennebec County Registry of Deeds ("Registry") in <u>Book 12089</u> , <u>Page 228</u> .
b.	Tax lien certificate dated August 13, 2014, recorded in the Registry in <u>Book 11769</u> , Page 44.
2. Readf	ield Tax Map 119, Lot 024

- a. Tax Lien Certificate dated August 31, 2015, recorded in the Registry in <u>Book 12089</u>, Page 229.
- b. Tax Lien Certificate dated August 13, 2014, recorded in the Registry in <u>Book 11769</u>, Page 45.

Terms and Conditions.

1. <u>Purchase Price</u>. The total purchase price for the Property shall be Five Thousand Seven Hundred Thirty Seven Dollars and Thirty Four Cents (\$5,737.34) ("Purchase Price"). Upon acceptance of this offer by Seller, the Buyer shall pay the full Purchase Price, which

- shall be paid by a Cashier's Check made payable to the order of Seller, or Seller's designee(s), and delivered to Seller at the closing.
- 2. <u>Title</u>. Upon receiving full payment of the Purchase Price, Seller shall execute and deliver to Buyer a Municipal Quitclaim Deed ("Deed") in accordance with the Maine Short Forms Deed Act, 33 M.R.S. §§ 761 *et seq*.
- 3. <u>Condition of Property</u>. The Property is sold to Buyer in its "AS IS" and "WITH ALL FAULTS" condition as of the Closing Date (defined below).
- 4. <u>Possession</u>. SUBJECT TO the easements, encumbrances, exceptions, restrictions and reservation set forth above and of record, Buyer shall be entitled to possession of the Property on the Closing Date.
- 5. Closing. The closing of the sale contemplated by this Agreement shall take place on June 1, 2016 ("Closing Date"), by mail or at a time and location mutually agreeable to the parties.
- 6. Default. If Seller fails to perform its obligations as set forth in this Agreement, and if Buyer is not then in default hereunder, then the Deposit shall be returned to Buyer as Buyer's sole and exclusive remedy, and in no event will Buyer be entitled to sue Seller for damages or to seek specific performance of this Agreement. If Buyer fails to perform its obligations as set forth in this Agreement, and if Seller is not then in default hereunder, then Seller will have the right to retain the Deposit as full liquidated damages and not as a penalty (the parties acknowledging that Seller's damages as a result of such default are not capable of exact ascertainment and that said liquidated damages are fair and reasonable).
- 7. Broker's Commission. Buyer and Seller each represent and warrant to the other that no real estate broker, agent or finder, licensee or otherwise has been engaged by them, respectively, in connection with the transaction contemplated by this Agreement. In the event of any such claim for broker's agent's or finder's fee or commission in connection with the negotiation, execution or consummation of this transaction, the party upon whose alleged statement, representation or agreement such claim or liability arises shall indemnify, hold harmless and defend the other party from and against such claim and liability, including without limitation, reasonable attorney's fees and court costs. Buyer and Seller acknowledge that the representation and warranties contained in this Section shall survive the closing.
- 8. General Provisions. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, supersedes all prior negotiations and understandings between them (whether written, electronic or verbal) with respect to such subject matter, and shall not be altered or amended except by a written amendment signed by the parties hereto. This

Agreement may be simultaneously executed in any number of counterparts, each of which when duly executed and delivered shall be an original; but such counterparts shall constitute but one and the same agreement. If any provision of this Agreement is found to be invalid or unenforceable, such finding shall not affect the validity or enforceability of any other provision hereof. This Agreement shall be interpreted, construed and enforced in accordance with and governed by the laws of the State of Maine, without regard to any choice of law principles thereof that would direct or require the application of the laws of any jurisdiction other than the State of Maine. For purposes of this Agreement, the Effective Date of this Agreement shall be the later date on which a party executes this Agreement. Any notices required by this Agreement shall be in writing and shall be personally delivered or sent by first class certified mail, return receipt requested, with postage prepaid, to the parties' addresses set forth above. Either party may change such address for notice. All notices which are so addressed and paid for shall be deemed effective when personally delivered, or, if mailed, on the earlier of receipt or two (2) days after deposit thereof in the U.S. Mail. Time is of the essence of this Agreement and all acts required to be done and performed by the parties hereto, including the proper tender of each of the sums required by the terms hereof to be paid. The words or words appearing at the commencement of the sections and subsections of this Agreement are included only as a guide to the contents thereof and are not to be considered as controlling, enlarging or restricting the language or meaning of those sections or subsections. This Agreement has been reviewed by both parties. No stricter construction or interpretation of the terms hereof shall be applied against either party as the drafter hereof. The Buyer represents and warrants to the Seller that each has the full right, power and authority to execute this Agreement and perform their respective obligations under this Agreement. For purposes of this Agreement, "notice" shall mean written notice delivered in accordance with this section. For purposes of this Agreement, "includes" and "including" means "without limitation"; and "or" includes "and".

[signature page follows]

WITNESS:	INHABITANTS OF THE
	MUNICIPALITY OF READFIELD
	By:
	Eric Dyer, Town Manager
	HEATHER UROUHART

Municipal Quitclaim Deed

The IN	HABITANTS OF THE MUNICIPALITY OF READFIELD	, also known as
Town of Readf	ield, a body corporate, located in Kennebec County, Maine, for	consideration
paid, release to	HEATHER URQUHART of,	County,
	, whose mailing address is	
certain lots or p	parcels of land located in Readfield, Kennebec County, Maine,	more particularly
described in the	e following instruments:	
• Readfie	eld Tax Map 102, Lot 042	·
	Tax lien certificate dated August 31, 2005, recorded in the Ken Registry of Deeds ("Registry") in <u>Book 12089, Page 228</u> .	nebec County
	Tax lien certificate dated August 13, 2014, recorded in the Reg 11769, Page 44.	istry in <u>Book</u>
• Readfie	eld Tax Map 119, Lot 024	
	Tax Lien Certificate dated August 31, 2015, recorded in the Re 12089, Page 229.	gistry in <u>Book</u>
•	Tax Lien Certificate dated August 13, 2014, recorded in the Re 11769, Page 45.	gistry in <u>Book</u>
	[signature page follows]	·
it its corporate	nabitants of the Municipality of Readfield have caused this instrument by Eric Dyer, its Town Manager, duly authorized, this	
WATERES.	TRIEFA DITTA NITTO OF THE	ne

MUNICIPALITY OF READFIELD

	By:	
	Eric Dyer, Town Manager Duly authorized	
STATE OF MAINE COUNTY OF KENNEBEC		
Readfield, and acknowledged the foregoing	e-named Eric Dyer, Town Manager of the Town of g instrument to be his free act and deed in his said habitants of the Municipality of Readfield.	
	Before me,	
	Before me,	
	Notary Public/Maine Attorney-at-law	
	Notary Public/Maine Attorney-at-law	

Eric Dyer

From:

Morelli, Peter F. (TMP) <pmorelli@aarp.org>

Sent:

Tuesday, May 24, 2016 10:39 AM

To:

Romaine Turyn (RomaineMT@myfairpoint.net); Eric Dyer; 'Bruce Bourgoine'

Subject:

Age-friendly Community grant approved

Attachments:

AARPGrant AgreementReadfieldfinal.docx

Romaine, Eric, Bruce,

I am writing again today to notify you of the approval of the age-friendly community grant to support Readfield's age-friendly planning efforts. Congratulations on Readfield's age-friendly efforts and for a very well written proposal. The AARP is able to fund the grant for \$6000. The number of communities applying for grants has not allowed us to fully fund all of the grants. We hope to be add some value with assistance with focus groups and perhaps in other ways. Eric, if you could sign the grant, scan and return, we'll have Lori sign here.

Thanks

Peter

Check out our new *Age-Friendly Maine* Facebook page at www.facebook.com/aarpafme
Peter Morelli
AARP Maine
Age Friendly Communities
207-712-7105
PMorelli@aarp.org

Eric Dyer

From:

Morelli, Peter F. (TMP) <pmorelli@aarp.org>

Sent:

Tuesday, May 24, 2016 8:49 AM

To:

Romaine Turyn (RomaineMT@myfairpoint.net); Eric Dyer; 'Bruce Bourgoine'

Cc:

Parham, Lori; Patricia Oh (build.afc@gmail.com)

Subject:

Readfield Now a Member of the AARP Network of Age-Friendly Communities

Romaine, Eric, Bruce,

Congratulations. I am very pleased to inform you that the town of Readfield's application of join the AARP Network of Age-Friendly Communities has been approved. I think you're off to a great start with dedicated volunteers and strong municipal support.

Readfield is the fourteenth Maine community to participate in the age-friendly program. You may want to reserve on your calendar a September 13 annual meeting of the age-friendly communities in Hallowell. We have a certificate noting Readfield's enrollment in the Network of Age-Friendly Communities which we would be glad to present at an appropriate time.

You'll also be hearing from us soon about the grant application which was very well written.

Peter

Check out our new *Age-Friendly Maine* Facebook page at www.facebook.com/aarpafme
Peter Morelli
AARP Maine
Age Friendly Communities
207-712-7105
PMorelli@aarp.org

Grant Memorandum of Understanding

May 24, 2016

Eric Dyer, Town Manager 8 Kents Hill Road Readfield ME 04355

Dear Eric,

AARP is delighted to offer the Town of Readfield a grant of \$6000 to develop an age-friendly action plan. The funding will be used for a resident survey and for consulting services for inventory, analysis, and writing and to conduct community meeting and draft a final report.

This letter and the attached exhibits ("Agreement") sets out the agreement between AARP, a social welfare organization described in Section 501(c)(4) of the Internal Revenue Code ("Code"), and the Grantee, a municipal corporation in the State of Maine. AARP will provide funds to the Grantee and the Grantee will perform the activities described in the Scope of Work attached as Exhibit A in accordance with the Approved Budget also included in Exhibit A. The line items in Exhibit A may be amended from time to time in a writing reflecting mutual agreement between the parties.

Term

The term of this Agreement shall commence on May 24, 2016 or upon full execution of this Agreement, and shall automatically terminate on December 10, 2016, (the "Term"), unless the parties otherwise agree, in writing, to extend the Term.

Reporting Requirements and Payment Terms

The Grantee shall submit financial and programmatic reports to AARP that describe progress on the achievement of the activities in the Scope of Work on July 30, 2016, and with each payment request.. Each report shall include a financial accounting of actual expenses incurred for all services rendered in the Scope of Work. Additionally, the reports shall include (1) A Narrative on programmatic activities, and (2) A Description of how the funds were spent. A final report is due thirty days after the expiration of the grant. Upon completion, all reports are to be forwarded via email to AARP's attention at the following addresses:

Lori Parham, <u>lparham@aarp.org</u> Peter Morelli, <u>pmorelli@aarp.org</u>

Initial payment of half the grant amount will be provided within 45 days of execution of the Agreement, if requested. Final payment shall be made within 30 days of receipt of a final report and satisfactory completion of the project.

Use of Funds for Tax-Exempt Purposes

Grant funds may not be used to intervene in any political campaign on behalf of or in opposition to any candidate for public office or to carry on directly or indirectly any voter registration drive; or to undertake any activity that would be outside the scope of AARP's social welfare mission or in violation of AARP's tax-exempt status under Code section 501(c)(4).

Acknowledgment and Use of Trademarks

Grantee shall acknowledge AARP in any press releases, public announcements or publicly available documents related to this Agreement and/or the activities in the Scope of Work. Grantee agrees to obtain prior written approval of releases or other materials from AARP in each instance.

The Grantee may use the AARP logo to acknowledge AARP's support of this survey project and the related age friendly project. For all other uses of the AARP Trademarks, the Grantee must first obtain written permission of AARP. The Grantee also grants AARP a royalty-free, nonexclusive license to use its trademarks, including its corporate logo and name, solely in connection with the grant until the termination of this Agreement. AARP shall promptly provide Grantee with a copy of any material it may distribute that incorporates Grantee's marks.

Any license granted to use either party's trademark will not be transferable in any way and shall automatically be revoked at the time this Agreement is terminated, except as provided in any other Agreement between the parties. In addition, both organizations may terminate any license to use its trademark at any time and for any reason upon written notice to the other.

Representations and Warranties

Grantee hereto represents and warrants that at all times during the Term of this Agreement:

- (i) it shall not take any action or perform a service that would tarnish the name, reputation or brand of AARP;
- (ii) all content and materials produced under this Agreement by the Grantee ("Work Product") are Grantee's original work (except for those materials clearly identified as third party materials). No materials provided by the Grantee to AARP will infringe upon, violate, or misappropriate any intellectual property or other rights of any third party, including the rights of privacy and publicity. If the Grantee uses any third party materials in the Work Product, the Grantee is responsible for obtaining written permission from the third party;
- (iii) The activities included in the Work Product and the authorized use by AARP as set forth herein will not give rise to any allegation of libel, slander, defamation or other similar claims;
- (iv) if necessary, Grantee shall enter into written agreements and obtain written releases ("Clearance Agreements") ensuring that all Work Product can be used by the Grantee and AARP, throughout the world, in perpetuity. Such Clearance Agreements shall include, but are not limited to personal appearance releases, location releases, talent agreements, independent contractor agreements, music agreements and stock footage and photo agreements. Upon AARP's request, Grantee shall immediately deliver any or all Clearance Agreements to AARP; and
- (v) Grantee and its employees will comply with all local, state and federal laws, ordinances, regulations and orders with respect to its performance under this Agreement.

Insurance

At all times during the term of this Agreement, both parties, individually, shall carry and maintain in full force and effect comprehensive general liability and professional liability in an amount not less than One Million dollars (\$1,000,000), and workers' compensation insurance in an amount as required by applicable law covering all personnel engaged in the furnishing of services under this Agreement.

Indemnification

The Grantee shall at all times indemnify and hold harmless AARP, its affiliates, licensees, assignees and parent, subsidiary and affiliated entities and the officers, directors, shareholders, employees and agents of all such entities (collectively "Indemnified Party") against and from any and all third-party claims, damages, liabilities, costs and expenses (including, without limitation, reasonable outside counsel fees and disbursements) arising out of Grantee's performance under this Agreement. In the event of any claim or service of process upon the Grantee involving the Grantee's performance under the Agreement, the Grantee shall promptly notify AARP. The Grantee will promptly adjust, settle, defend or otherwise dispose of such claim at its sole cost. The Indemnified Party shall have the right at its sole cost to engage its own counsel in connection with such claim. In the event that the Indemnified Party determines that the Grantee is not diligently and continuously defending any such claim, the Indemnified Party shall have the right, on its behalf and as attorney-in-fact for Grantee, to adjust, settle, defend or otherwise dispose of such claim. Any costs incurred by the Indemnified Party in connection therewith shall be promptly reimbursed by the Grantee, and if the Grantee fails to so reimburse the Indemnified Party, Indemnified Party shall be entitled to collect such costs through any lawful process including but not limited to deducting such amounts from any other sums payable to the Grantee under the Agreement.

Documentation Requirements & Right to Audit

The Grantee shall retain invoices, receipts, accounting records and other supporting documentation for at least five (5) years after the end of the grant. The Grantee shall maintain books and records consistent with generally accepted accounting principles and good business practices. AARP shall have the right to audit Grantee's books and records with reasonable notice, to confirm that funds are expended by Grantee solely in the performance of the activities noted in the Scope of Work.

Use of Funds, Repayment and Refunds

The Grantee shall use the funds exclusively in the performance of the Scope of Work. If Grantee anticipates a change in the Scope of Work, prior written approval must be obtained, in each instance, from AARP. In the event that AARP reasonably determines that any funds were used by the Grantee for purposes other than the performance of the Scope of Work, the Grantee shall promptly reimburse AARP for the amount of such improperly expended funds. At the conclusion of the Agreement, the Grantee shall refund to AARP any funds that have not been expended by the Grantee in the performance of the Agreement.

Termination

Notwithstanding any provision to the contrary herein, this Agreement may be terminated by AARP, in whole or in part, whenever AARP, in its sole discretion, shall determine such termination is in the best interest of AARP. Any such termination shall be by written notice to Grantee. Payment for satisfactory work performed and/or covered expenses incurred up to the date of termination, computed in accordance with the terms of this Agreement and as determined by AARP, shall be made to Grantee (or, if already made, shall not need to be refunded), but not in excess of the total amount provided for by this Agreement. Furthermore, AARP has the right to require the immediate refund of all improperly expended and/or unearned funds, if the Grantee fails to comply with the terms of this Agreement, as determined by AARP in its sole discretion.

Confidentiality and Privacy

The parties shall take all commercially reasonable measures to protect information obtained from the other party that is either marked "confidential" or the receiving party has reason to believe is confidential. Grantee shall not rent, sell, lease, distribute, or otherwise knowingly make available any information obtained from AARP about any Activity participant or AARP member to any third party, except (i) with the prior written consent of such individual; or (ii) if required to do so pursuant to a valid subpoena or court order. This paragraph shall survive the expiration or termination of this Agreement.

Miscellaneous

Sincerely,

Grantee shall not assign, or otherwise transfer this Agreement. This Agreement may not be amended or modified except in writing signed by both parties.

This Agreement shall be governed by the laws of the Maine and the parties agree to be subject to the exclusive jurisdiction of the appropriate court of record in Maine.

If any provision of this Agreement shall be held to be void, invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If any provision of this Agreement is void invalid or unenforceable, but if by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

Nothing in this agreement shall be deemed to create a relationship of partners, joint venturers, employer-employee, master-servant, or franchisor-franchisee between the parties.

		•	
Lori Parham AARP Maine State Director			
ACCEPTED AND AGREED:			. 5
Eric Dyer, Town Manager, Readfield, Maine	Date	· · ·	

EXHIBIT A

SCOPE OF WORK

The purpose of the grant of \$6000 to the Town of Readfield, Maine, is to prepare an age-friendly action plan based on the AARP Network of Age-Friendly Communities approach. The work includes public meetings with local residents, surveying the community, analyzing and reporting the results, and drafting of the action plan for the town based on the findings. The project will utilize the AARP's 8 Domains of Livability as a guide for the data collection and plan development.

Budget	Item	Additional Information
\$5000.	Contracted services,	Conduct public meetings in support of preparation of age- friendly action plan.
	consultant costs	Conduct survey identifying key community issues and enter data.
		Analysis and report of survey findings.
	- '	Draft an age-friendly action plan in collaboration with the town.
\$1000.	Office metarials for	
\$1000.	Office materials & supplies	For the survey of older residents and associated mailing.
6 /000	TOTAL	
\$6000	TOTAL	

<u>FYI</u>

Dear Val, Bruce, Al, Tom, Christine,

Just wanted to drop a note to say "Thank You" for a well done event on Friday. Nancy and I enjoyed ourselves. The attendance was great, the awards well deserved, the food excellent (What? No veggie lasagna!), the weather cooperated, and the speeches were short and sweet!

It was great to see so many residents in attendance enjoying themselves. It would be nice to see this as a start of a tradition. Years ago, the Select Board and Stefan did a couple of similar events but with only town employees. Some form of it is still going on, I believe, with lunch provided by the Select Board for the town employees. Hopefully so, anyway.

As the fiscal year draws to a close and with elections on the horizon, I also want to thank you for the time and effort you put in as board members. Even though at times we may have differing viewpoints, one commonality is that I and all of you can appreciate and understand the time and commitment it takes to serve as an elected official.

Enjoy the summer and thank you again for Friday's event.

Sincerely,

Greg D.

FUTURE AGENDA ITEMS

Appendix A

Future Agenda Items - Proposed DRAFT

<u>Upcoming Workshops:</u>
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 Speeding and safety of Church Road