

**Readfield Select Board
Regular Meeting Agenda**

August 8, 2016

Meeting starts: 6:30 PM

Meeting ends (unless extended): 9:00PM

Location: Readfield Town Office - Giles Hall

Pledge of Allegiance

Regular Meeting - 10 minutes

17-031 - Minutes: Select Board meeting minutes of July 25, 2016 - 5 minutes

17-032 - Warrants: #5 & #6 - 5 minutes

Communications - 45 minutes

Select Board communications - 15 minutes

Town Manager - 5 minutes

Boards, Committees, Commissions & Departments - 10 minutes

- Mill Stream Dam project update
- Cemetery Committee minutes May 2, 2016
- Board of Assessors minutes of July 19, 2016
- Trails Committee minutes of June 28, 2016

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

Appointments & Re-appointments - 15 minutes

17-033 - To have the Select Board appoint three members to the Budget Committee by ballot.

17-034 - To have the Select Board re-appoint Martin Hanish to represent Readfield at KVCOG.

Unfinished Business - 20 minutes

17-028 - Consider a 2nd reading of the proposed Heritage Days Committee structure - 10 minutes

16-093 - Consider Owner non-compliance with the Consent Agreement for 323 Main St. - 10 minutes

New Business - 55 minutes

17-035 - Consider action in relation to A Notice of Violation for 37 & 38 Terrace Rd. - 20 minutes

17-036 - Conduct the 1st reading on an interlocal agreement formalizing the Town of Fayette's inclusion in the Readfield and Wayne Transfer Station. - 15 minutes

17-037 - Approval of Post Issuance Compliance Procedures for fire truck financing - 10 minutes

17-038 – DRAFT Request for proposals: Maranacook Lake Outlet Dam Modification - 5 Minutes

17-039 - 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 – July 11, 2016 – Unapproved

Select Board Members Present: Thomas Dunham, Christine Sammons, Bruce Bourgoine, John Parent and Kathryn Mills Woodsum

Others Attending: Eric Dyer (Town Manager), Robin Lint (Clerk), William Starret (Channel 7), Sandra Rourke, Karen Peterson, Martin Hanish, Milton Wright, Valerie Pomerleau, June Wagner, Allen Curtis, Peter Davis, Marion Dunham, Andrews Tolman and Steve Woodsum.

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

Regular Meeting

- **17-017 – Minutes: Select Board meeting minutes of July 11, 2016**
 - **Motion** made by Mrs. Woodsum to approve the minutes of the July 11, 2016 meeting as amended, **second** by Mr. Parent **Vote** 5-0 in favor.
- **17-018 – Warrant: #57 & 58 (FY16) & #3 & #4 (FY17)**
 - **Motion** made by Mrs. Sammons to approve Warrant #57 & #58 in the amount of \$8,364.32, **Second** by Mrs. Woodsum. **Vote** 5-0 in favor.
 - **Motion** made by Mrs. Sammons to approve Warrants #3 & #4 in the amount of \$367,052.07, **Second** by Mrs. Woodsum. **Vote** 5-0 in favor.

Communications

- **Select Board Communications**
 - Mrs. Sammons reported that the Assessors met and did an abatement. The next meeting of the Assessors will be held August 2nd.
 - Mr. Dunham reported that he has received permission to use the Torsey Church for the August 12th Select Board Retreat. Mr. Bourgoine cannot attend that day. A new date of Friday, August 19th was set.
 - Mr. Dunham expressed his concerns with not having a signed agreement with Fayette for the use of the Transfer Station. The Town Manager will work on a formal agreement for both Fayette and Readfield to sign.
 - Mr. Dunham would like to see some formal decision by the Select Board on the Secret Ballot for next year's Town Meeting.
 - Mr. Dunham requested a little more time on each agenda item to allow him to process before discussions ends. Mr. Bourgoine agreed to as much time as Mr. Dunham needed.
 - Mr. Bourgoine said he wanted to address intentions. Mr. Bourgoine said it was brought to his attention that some audience members have a problem with Select Board Members using electronic devices. Mr. Bourgoine explained that he has no problem with electronic devices being used during a meeting and doesn't consider it rude and it saves the Town printing cost. Mr. Bourgoine also wanted to address illegal meetings. It was brought up, after the last meeting, that a few board members were talking with residents and or employees and that it would be considered an illegal meeting. Mr. Bourgoine said they were not illegal meetings. He asked that the public think good intentions.
- **Town Manager**
 - Mr. Dyer went over the Town Manager report dated for July 22, 2016.
 - Mrs. Woodsum requested that the rest of the signs be put up at the Transfer Station.

Readfield Select Board
Regular Meeting Minutes – July 11, 2016 – *Unapproved*

- Because the agenda did not say the Board would appoint the Budget Committee tonight, no decision was made until proper notice of appointments is given to the public.
- The Select Board Retreat will include a discussion about when positions are considered open.

New Business:

➤ **17-024 – Complete the Ballot for MMA Elections**

Motion by Mrs. Woodsum for the Readfield Select Board to vote for Linda Cohen for Vice President and also vote for the 3 people, James Gardner, Christine Landes and Mary Sabins as Directors for three year terms on the MMA Ballot, **Second** by Mr. Parent. **Vote** 5-0 With the intent to allow the Town Manager to sign the document.

➤ **17-025 – Review of Town Office Hours**

- Mr. Dyer reported that the new hours are working well for everyone.

➤ **17-026 – Economic development in Readfield – local business**

- Mrs. Sammons and Mrs. Lint have been working on the Business Directory and will continue to do so. The next step will be to determine which companies are still in business and ask them for information and permission to list them in the Directory.
- Guidelines as to who or what companies will be allowed to be in the Directory will be developed at a future meeting.

➤ **17-027 – Consider the re-formation of the Readfield Enterprise Fund**

- Mr. Dyer developed a memo to give structure and guidance to the reformation of a Readfield Enterprise Fund Committee. This was the first reading of the document. Board members liked the document as a whole but a few expressed their concerns of requiring qualifications for some of the committee members which might hinder volunteers from applying. This will be a discussion in a future agenda item.

➤ **17-028 – Consider the structure of the Heritage Days Committee**

- Mr. Dyer developed a memo to give structure and guidance to the reformation of the Heritage Days Committee. This was the first reading of the document. This will be a future agenda item.
- **Motion** by Mrs. Woodsum to adopt this document as the first reading of the Heritage Days Committee structure/reformation, **Second** by Mr. Dunham. **Vote** 5-0 in favor.

➤ **17-029 – Consider security camera installation at the Town Office and Transfer Station**

- Mr. Dyer explained that he wants to have the cameras installed for the security and safety of Town employees and property. That is the biggest reason. Mr. Dyer also explained that the Solid Waste and Recycling Committee have voted at least 3 times for cameras at the Transfer Station. After hours demo debris is showing up and is costing the taxpayer's money to dispose of.
- **Motion** by Mrs. Woodsum to extend the meeting for 10 minutes, **Second** by Mr. Parent. **Vote** 5-0 in favor.

Readfield Select Board
Regular Meeting Minutes – July 11, 2016 – Unapproved

- **Discussion:** Mr. Bourgoine disagreed with the cameras because of civil liberties of the employees. Mr. Dunham asked if the employees at the Transfer Station had been asked. Mr. Dyer said that the Assistant Transfer Manager had and he was against the cameras.
- **Motion** by Mrs. Woodsum, to extend the meeting for 10 more minutes for the last time, **Second** by Mr. Parent. **Vote** 5-0 in favor.

Discussion: Mrs. Lint explained that she was the requester for the office cameras and has been requesting them for the last couple of years and why.

- **Motion** by Mrs. Woodsum to accept the proposal from the Town Manager for the cameras at the Town Office and Transfer Station and to add a second camera to the Transfer Station and to have the Town Manager draft a memo to satisfy the concerns expressed by the Employees Union Representative, **Second** by Mr. Parent.

Discussion: A memorandum/guideline will be drawn up by the Town Manager who will supply a copy to each employee. This should satisfy the Unions concerns.

Vote 3-2 in favor with Mr. Dunham and Mr. Bourgoine voting in the negative.

➤ **17-030 – Other – Select Board Retreat**

- Mr. Dunham had made arrangements with the Torsey Church to use their meeting room on August 12th for the Select Board Retreat. Mr. Bourgoine will not be able to make the 12th and a new meeting date for August 19th was set.

Motion made by Mrs. Sammons to adjourn the meeting at 8:54pm. **Second** by Mr. Parent. **Vote** 5-0 in favor.

Minutes recorded by Robin Lint, Town Clerk

COMMUNICATIONS

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

OVERVIEW OF THE MILL STREAM DAM PROJECT IN READFIELD, MAINE

Background

At the heart of Readfield's Factory Square historic area, just a short walk from the Town Office, the Mill Stream Dam remains standing as a testament to a bygone era. The dam was constructed by James Craig around 1805 to power a grist mill and saw mill. The dam's construction created a large mill pond which survived until the late 1980's when the dam was breached by flood waters. Today, the Mill Stream Dam is owned by the Town of Readfield. It is an evocative spot recalling centuries gone by. However, it is overgrown and is unsafe for people who would like to explore its history and the beauty of the surrounding area. A town walking path leads to a footbridge just below the dam. Above the dam is the old mill pond which is now a scenic winding stream surrounded by an open marsh.

Project Description

A group of interested Readfield citizens has come together to help restore the condition of this historic gem and to enable the public to safely access the top of the dam with scenic views of the stream and old mill pond, as well as develop trails along the stream. The group, which includes representatives from the Historical Society, Conservation Commission and Trails Committee, seeks to make the Mill Stream Dam area an attractive cultural, scenic and recreational destination that will be an asset to the community for years to come. Specific plans include:

- Creating a safe walking surface on the top of the dam (which is >10' wide) along with iron railing for safety;
- Create a walking path and scenic lookout area above the dam with scenic views over the mill pond; and
- Creating sitting areas with benches on the dam, along the trail and at the scenic lookout.

The Readfield Select Board has unanimously endorsed the Mill Stream Dam Project and agreed to have the Town receive donations and grants to fund the project. The project has received broad public support and substantial local publicity. A fundraising event in May, 2016 at a local restaurant was filled to capacity with some people having to be turned away at the door.

Funding Request to Fields Pond Foundation

The estimated cost of the Readfield Mill Stream Dam Project is approximately \$7,000 (along with extensive volunteer labor), which is all to be raised privately. To date, \$2700 has been raised from local residents. The Town of Readfield hopes to submit a funding request to the Fields Pond Foundation seeking \$3500 to support the project which would allow work to be undertaken this fall. If necessary or desirable, the Readfield Historical Society is prepared to be a fiscal agent for any grant funds.

Cemetery Committee Meeting

May 2, 2016

Approved: June 20, 2016

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

Staff: Eric Dyer

Meeting came to order at 9:30 am in the Town Office.

The March 28, 2016 meeting minutes were reviewed. Motion made by Marianne Perry to accept the minutes. Second by John Moran. 8 Approved, 1 Abstention

East Readfield Cemetery

Grace Keene received an email and telephone call from a Winthrop resident whose mother is buried in the East Readfield Cemetery and who expressed a desire for a living fence before she passed away. This resident expressed her appreciation of how nice the berms look and expressed her appreciation for the hard work of volunteers along with the many donations of plantings and money. This person is interested in being an active volunteer for the maintenance of the cemetery.

A sub-committee was formed to determine where the next berm will be placed. Marianne Perry, Grace Keene and Brenda Lake will meet and arrange for the donation of loam from Bill Rourke. Compost will be donated by Marianne and John Perry.

Deb Doten will fertilize the hydrangeas and azaleas.

Town Manager Update

The interview process for the Sexton position is underway.

There is one worker mowing and doing clean up on a full time basis.

The flags have been placed on Veteran's graves.

There is a new burial scheduled for May 13th.

The town will be working to implement Geographic Information Systems (GIS) during this fiscal year.

The repair of the hand pump at the East Readfield Cemetery is on his to do list.

The Committee expressed appreciation and approval of the hard work done by the current staff member! The cemeteries look great!

There is an August workshop on stone repair and cleaning that will be attended by the new Sexton. The Maine Old Cemetery Association is sponsoring this workshop.

Grace Keene and Pam Osborn will do the plantings for Memorial Day.

Thank you...

Andy Tolman, Susie Tolman, Grace Keene and Pam Osborn for their help with spring clean-up.
Town of Readfield staff for keep the cemeteries in great shape during the current staff shortage.

Items for Next Meeting

Rough area at the Church Rd Cemetery
Landscape plan for East Readfield

Next Meeting

June 20, 2016 at 9:30 in the Town Office



TOWN OF READFIELD

8 OLD KENTS HILL ROAD • READFIELD, MAINE 04355

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

Email: Readfield@roadrunner.com

Assessors Meeting Minutes July 19, 2016

Present: Tom Dunham, Eric Dyer, John Parent, Jacki Robbins, Chris Sammons

Meeting Opened at 8:00am

Motion to elect Chris Sammons as Chair made by John Parent and Seconded by Tom Dunham. Unanimous.

The Assessors conducted a preliminary review of an abatement request. No action taken.

The Assessors held a discussion about Syntiro and a request for a change in their tax status. No action taken.

The Assessors reviewed a tree growth violation and supporting documentation. A motion was made by Chris Sammons and seconded by John Parent to approve an abatement to the initial penalty, setting the new penalty at \$31,409 for account #1019, Map 034, Lot 028. Unanimous

Next meeting set for August 2nd at 8:00am

Meeting adjourned at 8:43am

Minutes prepared by Eric Dyer

Trails Committee Minutes June 28, 2016 **APPROVED 7/26/2016**

Attending: Ken Clark, Ann Keilty, Gary Keilty, Rob Peale, Bob Harris, Jeannie Harris, Hank Laidlaw, Christine Sammons, Romaine Turyn, Will Harris, Greg Durgin

Absent excused: Nancy Buker, Karen Peterson, Becky Walsh

Guests: Korda Kinzie, Ed Dodge

Meeting called to order at 6:31 by Chair G. Keilty

Readfield Water District

With two guests from the Readfield Water District present for a preliminary discussion regarding a possible trail being developed on property across from the Readfield Fairgrounds, the regular agenda was taken up after the discussion with the guests.

Ed Dodge and Korda Kinzie presented two maps of the land area available for a trail along with a history of the land. Chair Keilty and Ed had previously walked the area to look for possible trail locations. Discussion centered on location, terrain, an easement, and possible connectivity to other parcels of land. There are approximately + - 20 acres of land in the parcel. There needs to be a discussion of the water district board for approval before moving forward. A snowmobile trail proposal several years ago on the water district land had not been approved due to environmental concerns. Discussion will continue once we hear back from the water district representatives.

Regular Agenda:

May Minutes: Romaine motioned to accept May meeting minutes as written. Seconded by Rob Peale. Motioned carried unanimously 10-0

Treasurer's Report: Jeannie reported the account balance is \$150.25.

Election of Officers 2016-17: Motion by Greg nominating Gary Keilty as Chair. Seconded by Rob. Motion carried unanimously 10-0. Motion by Rob nominating Greg Durgin as Vice Chair. Seconded by Will Harris. Motioned carried 9-1 (Greg D.) Motion by Rob nominating Jeannie Harris as Treasurer. Seconded by Romaine. Motion passed unanimously 10-0. Motion by Ann that the Secretary position be rotated monthly through the members. Seconded by Romaine. Motion carried unanimously 10-0. Ann agreed to take notes at the August meeting.

Meeting Time: Discussion involving length of meetings. A proposal was approved to list a time allotment next to each agenda item to move the meetings along. A time keeper will keep the members apprised of the time being spent. Greg to serve as timekeeper.

Church Road: Romaine provided information on a site visit that she, Eric Dyer, Darcy Whittemore, and a rep from DOT made regarding possible solutions to speeding and safety concerns on Church Road. Signage, speed bumps, crosswalk painting, and possible sidewalk construction were discussed. Eric will be taking the lead on further action in discussions with the Select Board. Darcy and Romaine agreed to be part of any possible future sidewalk committee.

Strategic Plan: Kudos to Ken for writing an article for the Messenger detailing the purpose behind and the details of the Trails Committee Strategic Plan. It was noted that Robin does a great job editing and getting the Messenger out each month.

Landfill Trail Project: The Select Board last fall toured the section of the old landfill area looking at it as a possible trail location. The board at that time was in favor of a trail if a safe parking area could be established. A site visit in November by members of the Trail Committee toured the area again and then contact was made with RSU # 38 and the town received permission for parking at the bus garage located next to the transfer station. There will be a presentation to the Select Board in the future by Rob and Ken regarding this possible trail.

Election results: Committee members expressed their gratitude for the overwhelming support shown on voting day by residents in passing the trails budget.

Fairgrounds Trail Maintenance: Gary explained that several members of the Trails Committee donated several hours in mid June doing maintenance on the trails. Mowing, weed whacking, and raking were accomplished but there is more to do. Another work day will be held soon. A new trail sign was put in on Kents Hill Road on Sunday, June 26 that points to the trail leading to the Mill Stream Dam area.

Fall Hearing on Future Work: The idea of having a hearing / meeting with residents in the fall regarding town owned properties was discussed. Greg agreed to bring the idea to the Conservation Commission's next meeting.

Other: Romaine asked for information regarding the Readfield Trails logo signs placed around town prior to the elections. The signs were donated by Friends of the Readfield Trails. No town money was spent on the signs. Some members of the Trails Committee did help with placing them and removing them after the election.

Meeting adjourned at 8:00 pm followed by a dessert to thank Hank, Karen, and Will for their dedicated service to the Trails Committee. They will be missed!

APPOINTMENTS

REAPPOINTMENTS &

RESIGNATIONS

APPOINTMENT APPLICATION

DATE RECEIVED

RECEIVED APR 19 2016

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 ... consideration any applicant with physical or mental disabilities only when the physical or mental handicap prevent the applicant from performing the duties of the appointment and reasonable accommodation cannot be made.

Readfield Board of Selectmen
August 8, 2016
Item # 17-033

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
NON-CONSECUTIVE

Which Board, Committee or Commission

are you applying for?

Budget Committee

Name: Allen J. Curtis

Phone (H): 207-685-3257

Street address: 7 Thunder Castle Rd

Phone (C): 207-649-3211

Mailing address: AllenCurtis60@gmail.com

P.O. BOX 7 Thunder Castle Rd

E-Mail: AllenCurtis60@gmail.com

Readfield, ME

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

I have a MBA from Thomas College, own operate own Business Technology Consultant - Select Board member - Stronger understanding of how Town Budget process operates and functions

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

Just finishing up a 3 year term as Select Board member wish to continue supporting the Town citizens

If you are currently employed, what is your position?

Self Employed - CEO E Rate New England LLC

Name:

Allen Curtis

Position

Budget Committee

Term:

1

CLERK'S USE BEFORE THE APPOINTMENT

Open position

Budget Com.

Term:

6-30-17

Was this position advertised?

☐

Yes

☒

No

If no, please explain:

Applicant has request interview w/SB

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

Allen Curtis

of Readfield, in the County of Kennebec and State of Maine: There

being a position on the

Budget 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:

thru

Given under our hand this

, day of

, 2016.

Bruce Bourgoine

John Parent

Thomas Dunham

Kathryn Mills Woodsum

Christine Sammons

Robin L. Lint

From: Allen Curtis <acurtis@eratenewengland.net>
Sent: Monday, July 18, 2016 9:31 AM
To: BRUCE BOURGOINE; CHRISTINE SAMMONS; ERIC DYER; JOHN PARENT; KATHERIN WOODSUM; TOM DUNHAM
Cc: readfield.clerk@roadrunner.com
Subject: Budget Committee Appointment

Greetings;

I received your invitation to be interviewed by you on July 25th, for appointment to the position of Budget Committee and serve the community of Readfield.

Unfortunately my business requires me to be in New Hampshire late Sunday the 24th and all day the 25th. I cannot guarantee that I will be in attendance at the Select Board Meeting on the 25th.

In an attempt to aid you in your challenging decision about multiple candidates, I offer a summary of my experience's and qualifications.

1. After my 6.5 years of active military service; 2.5 years stationed in South East Asia, I stayed in Federal Service.
2. I continued my Service as Employee of the Civil Service Commission and Active Air Force Reserve in Delaware. During this six year service I obtain my Bachelor of Science degree from Delaware State University, Majoring in Electronics and Education.
3. I returned to Maine and accepted a job at a Computer Manufacturing Corporation located in Augusta. After a couple of years of employment as a computer technician. I was promoted to a management position and my responsibilities were to manage a Corporation Field Service Facility in Augusta. I was responsible for all activities of this operation and managed a budget in excess of 3.5 Million in inventory and operations. During My employment with Digital Equipment I attended Thomas College University and received a Master's Degree in Business Administration.
4. When Digital Equipment closed its doors I accepted a job with a large School District in Central Maine, MSAD 49.
5. I was employed as the Director of Technology at MSAD #49 for 13 years, I taught and managed the information technology department. I was responsible of all technology education of staff and students. In addition I managed a 6 figure budget, which included all purchases, operations, maintenance, supplies and services. The district had over 300 computer plus networking equipment. I was the technology advisor on the planning and implementation of the Williams Arts and Technology center. During this employment I served as the technology resource on the State of Maine Department of Education, Regionalization team.
6. Upon retirement from MSAD #49 I started a business that provides technical and consultant support for school districts, with an FCC program (E-Rate). Through this program I have returned several million dollars to the schools in New England. I started with 1 School District as a customer upon retirement and currently have 48 School Districts. My revenue is in the 6 figures annually. We were incorporated as a LLC – S Corporation in 2013. We are register business and conducting business in Maine, New Hampshire, Vermont and South Dakota. The business continues to grow at a 7% rate each year.

7. I am very proud of my last 3 years' service as a member of the Readfield Board of Select persons.

In your review of my application for appointment I ask you to consider the information presented and by policy the following.

I. BCC needs - I have served as Chair of the Budget Committee in the Early 80'. I helped in the development of the current budget development process. I was active in the last 3 years budget process, I have the current knowledge of all budget activities. In addition I was a member of the Board of appeals prior to 1979 for 2 years. In addition I was a member of the Readfield Enterprise Fund committee.

II. Application experience and qualifications – I have demonstrate in the information above my experience in managing budgets, not just once but several organization's and most recently the Town's budget and my current business budget.

III. Encouraging and welcoming new volunteers to BCC's - I do qualify as a new volunteer as prior to the elected municipal officers position I had not spent time as a volunteer for numerous years. I currently am not a member of any BCC's serving the Town of Readfield.

IV. Maintaining institutional memory – I currently have a strong institutional memory of the Town of Readfield's budget and budgeting process.

Thank you for your consideration of this information and I look forward to continue volunteering my skills and knowledge to the citizens of this town.

I also remind the Board that based on Item 8. Section D My application for the vacant position on the budget committee as of June 1, should have been considered during the first meeting in July, which was the second regularly scheduled meeting following the receipt of any application and completion of interviews, after the 10 day advertising process was complete.

Thank you for your consideration in this process.

Allen J. Curtis

7/18/2016

APPOINTMENT APPLICATION

RECEIVED MAY 27 2016
DATE RECEIVED 243 PM

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

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

Please check one:

☐

1st time appointment

☒

re-appointment
Non-Consecutive

Which Board, Committee or Commission

are you applying for?

Budget

Prev. 2009-2010
Served 2010-2012

Name:

Pete Davis

Phone (H):

685-3536

Street address:

208 Fogg Rd

Phone (C):

242-0592

Mailing address:

Readfield

E-Mail:

Vetpete @ AOL.COM

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

Prior budget committee member

Prior Road committee member & chair

Prior Select board member

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

Enjoy budgets

Self employed and ~~as~~ have an interest
in financials

If you are currently employed, what is your position?

President Pine Tree Veterinary Hospital

Name:

Peter Davis

Position

Budget Com.

Term:

CLERK'S USE BEFORE THE APPOINTMENT

Open position

Budget Com.

Term:

7-1-16-

Was this position advertised?

☒

Yes

☐

No

If no, please explain:

Is there a recommendation attached?

☐

Yes

☐

No

N/A

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 Peter Davis of Readfield, in the County of Kennebec and State of Maine: There being a position on the Budget 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:

thru

Given under our hand this

, day of

, 2016.

Bruce Bourgoine

John Parent

Thomas Dunham

Kathryn Mills Woodsum

Christine Sammons

TOWN OF READFIELD
APPOINTMENT APPLICATION

RECEIVED
OFFICE USE
JUN 15 2016
DATE RECEIVED
By _____

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

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

Please check one: ☒ 1st time appointment ☐ re-appointment

Which Board, Committee or Commission

are you applying for?

Budget Committee

Term:

Name: Martin Hanish Phone (H): 685-3060

Street address: 230 Sturtevant Hill Rd Phone (C): 557-1009

Mailing address: same

E-Mail: mhanish@memun.org

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

40+ years in non-profit and government
financial management

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

Like all other towns, Readfield has two financial
goals: provide the services residents want; keep taxes
at affordable levels. I believe I can help balance these goals

If you are currently employed, what is your position?

Chief Financial Officer, Maine Municipal Association

APPLICATION FOR APPOINTMENT FOR:

Name: Martin Hanish Position: Budget Committee Term:

"By signing this application for this position the Applicant understands and agrees that the information contained in this application is required by law to be available for public viewing and agrees to hold the Town of Readfield harmless from any misuse of the application information by anyone viewing it. As a member of this board, committee or commission

Check one!



I approve the use of my e-mail and phone numbers on the Town's public sites and publications.



I DO NOT approve the use of my e-mail and phone numbers on any of the Town's public sites or publications.

Name: _____ Date: _____

CLERK'S USE BEFORE THE APPOINTMENT

Please check one:



1st time Appointment



Re-Appointment

Was this position advertised?



Yes



No

If no, please explain: _____

SELECT BOARD APPROVAL

To Martin Hanish of Readfield, in the County of Kennebec and State of Maine: There being a position on the Budget Committee 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:

thru . Given under our hand this , day of , 2016.

Bruce Bourgoine

John Parent

Thomas Dunham

Kathryn Mills Woodsum

Christine Sammons

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

TOWN OF READFIELD
APPOINTMENT APPLICATION

R E C E I V E D	OFFICE USE
	JUN 29 2016 DATE RECEIVED
By _____	

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

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

Please check one:

☒

1st time appointment

☐

re-appointment

Which Board, Committee or Commission

are you applying for?

Budget Committee

Term:

2 yrs

Name: Udanie Pomerleau

Phone (H): _____

Street address: 863 Main St

Phone (C): 207-458-2124

Mailing address: 863 Main St Readfield Me 04355

E-Mail: -if appointed will get a "Town" email address

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

While on the select board I attended budget committee meetings to stay informed of the process.

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

No longer a selectperson but would like to stay involved in the budget process

If you are currently employed, what is your position?

Database Specialist

APPLICATION FOR APPOINTMENT FOR:

Name: Valerie Pomerleau Position: Budget Committee Term: 2 yrs

"By signing this application for this position the Applicant understands and agrees that the information contained in this application is required by law to be available for public viewing and agrees to hold the Town of Readfield harmless from any misuse of the application information by anyone viewing it. As a member of this board, committee or commission

Check one!



I approve the use of my e-mail and phone numbers on the Town's public sites and publications.



I DO NOT approve the use of my e-mail and phone numbers on any of the Town's public sites or publications.

Name: Valerie J Pomerleau Date: 6/28/16

CLERK'S USE BEFORE THE APPOINTMENT

Please check one:



1st time Appointment



Re-Appointment

Was this position advertised?



Yes



No

If no, please explain: _____

SELECT BOARD APPROVAL

To Valerie Pomerleau of Readfield, in the County of Kennebec and State of Maine: There being a position on the Budget Committee 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:

 thru . Given under our hand this , day of , 2016.

Bruce Bourgoine

John Parent

Thomas Dunham

Kathryn Mills Woodsum

Christine Sammons

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

TOWN OF READFIELD

6-1-16 RL
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:

☒1st time appointment☐

re-appointment

Which Board, Committee or Commission

are you applying for?

Budget Committee

Name:

Andrew Tolman

Phone (H):

6854197

Street address:

183 North Rd

Phone (C):

9319631

Mailing address:

" "

E-Mail:

andytolman@gmail.com

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

developed/implemented non-profit budgets, Readfield
Selectboard, Ran small consulting firm for 12 years

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

Help the town move forward in a fiscally
sustainable manner

If you are currently employed, what is your position?

Retired, consulting hydro geologist

APPLICATION FOR APPOINTMENT FOR:

Name:

Andrews Tolman

Position

Budget Committee

Term:

CLERK'S USE BEFORE THE APPOINTMENT

Open position

Budget Com.

Term:

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 Andrews Tolman of Readfield, in the County of Kennebec and State of Maine: There being a position on the Budget 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:

 thru . Given under our hand this , day of , 2015.

Bruce Bourgoine

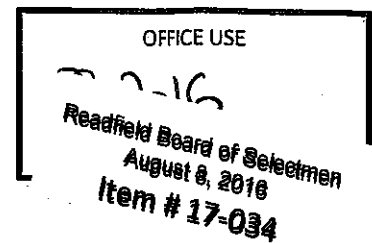
John Parent

Thomas Dunham

Kathryn Mills Woodsum

Christine Sammons

TOWN OF READFIELD
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:

☐

1st time appointment

☒

Consecutive re-appointment

Which Board, Committee or Commission
are you applying for?

KVCOG BOARD

Term:

1 Yr

Name: Martin Hanish

Phone (H): 685 3060

Street address: 230 Sturtevant Hill Rd

Phone (C): 557-1009

Mailing address: Readfield Me

E-Mail: mhanish@memun.org

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

Prior service on KVCOG Board, financial
management background

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

KVCOG provides consulting services which
could be of value to Readfield. I want to help them
improve their financial reporting and loan management

If you are currently employed, what is your position?

CFO, Maine Municipal Association

APPLICATION FOR APPOINTMENT FOR:

Name: Martin Hanish Position: KVCOG Board Term: 1 Yr

"By signing this application for this position the Applicant understands and agrees that the information contained in this application is required by law to be available for public viewing and agrees to hold the Town of Readfield harmless from any misuse of the application information by anyone viewing it. As a member of this board, committee or commission

Check one!

☒

I approve the use of my e-mail and phone numbers on the Town's public sites and publications.

☐

I DO NOT approve the use of my e-mail and phone numbers on any of the Town's public sites or publications.

Name: received by e-mail Date: 8-2-16

CLERK'S USE BEFORE THE APPOINTMENT

Please check one:

☐

1st time Appointment

☒

Re-Appointment

Was this position advertised?

☒

Yes

☐

No

If no, please explain: _____

SELECT BOARD APPROVAL

To Martin Hanish of Readfield, in the County of Kennebec and State of Maine: There being a position on the KVCOG 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:

6-30-2016 thru 7-1-2017. Given under our hand this 8, day of August, 2016.

Bruce Bourgoine

John Parent

Thomas Dunham

Kathryn Mills Woodsum

Christine Sammons

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

Municipality of: Readfield Year of Service: July 2016-June 2017

Please take a moment and complete this form naming
two official representatives to serve on the KVCOG General Assembly.
At least one of the official representatives must be a municipal officer –
an **ELECTED OFFICIAL** of the board of selectmen, town or city council.
Please return the form to KVCOG by mail, email or fax.

*Please give us the best way to contact each representative (home or work address and/or home, work
or cell phone numbers). **PLEASE INCLUDE AN EMAIL ADDRESS FOR EACH REPRESENTATIVE.***

Please return this form by August 31st

Representative 1 - ELECTED OFFICIAL

Name	Bruce Bourgoine
Title/Committee	Select Board Chair
Mailing Address	8 Old Kents Hill Rd
City, State, Zip	Readfield, Maine 04355
Phone	(207) 685-3702
Alternate Phone	(207) 685-4939
Email	bourgoine.selectboard.readfield@outlook.com
Interested in KVCOG Board of Directors?(<i>please circle</i>)	YES NO
Interested in officer position?	President Vice-President Secretary Treasurer

Representative 2

Name	Martin Hanish
Title/Committee	Current KVCOG Rep.
Address	230 Sturtevant Hill Rd
City, State, Zip	Readfield, Maine 04355
Phone	(207) 685-3060
Alternate Phone	(207) 557-1009
Email	mhanish@memun.org
Interested in KVCOG Board of Directors?(<i>please circle</i>)	YES NO
Interested in officer position?	President Vice-President Secretary Treasurer

Krista Rogers, Office Assistant
Kennebec Valley Council of Governments
17 Main Street, Fairfield, ME 04937
Phone: 207-453-4258, Ext. 211 Fax: 207-453-4264
info@kvkog.org

UNFINISHED BUSINESS



TOWN OF READFIELD

8 OLD KENTS HILL ROAD • READFIELD, MAINE 04355

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

Email: Readfield@roadrunner.com

To: Readfield Select Board
From: Eric Dyer, Town Manager
Date: August 8, 2016
Subject: Readfield Heritage Days Committee - Second Reading

Below is a proposed structure for the re-formation of the Heritage Days Committee.

Purpose and Authority

The purpose of the Readfield Heritage Days Committee is to manage the planning and implementation of the Heritage Days celebration that has recently taken place the second weekend in August on odd years. The Committee is formed pursuant to a vote of the Select Board. The Committee is advisory to the Select Board.

Organization and Administration

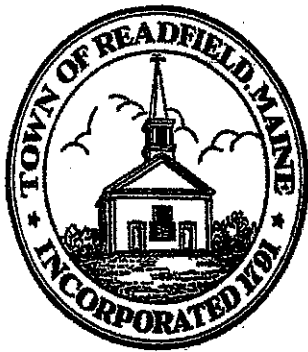
1. Committee Term - The committee shall be in effect indefinitely until disbanded by the Select Board.
2. Membership - The Committee shall consist of seven members who shall serve without compensation and shall be appointed by the municipal officers. In the interest of forming a diverse and experienced membership, the committee may have but is not required to have the following representation:
 - a. One member of the Readfield Historical Society
 - b. One representative from the RSU
 - c. One representative of a local non-profit or charitable group
 - d. One event planner or catering/concessions professional
 - e. Three at large Readfield Residents
3. Appointment - The Committee shall be appointed by the Board of Selectmen in consideration of the Procedures for Application and Appointment. Appointments may be terminated without cause by a majority vote of the Board of Selectmen.
4. Member Term - Members shall serve for two years, beginning September 1 of the year preceding the Heritage Days Celebration and ending August 31 of the year of the Heritage Days celebration. Terms shall not be staggered.
5. Chairperson - The Committee shall elect a Chairperson from among its members. The Chairperson shall call meetings as necessary or when so requested by a majority vote of the Select Board. The Chairman shall preside at all meetings.
6. Vice Chairperson - The Committee shall elect a Vice Chairperson from among its members to serve in the absence of the Chairperson.
7. Secretary - The Committee shall elect a Secretary from among its members. The Secretary shall maintain a record of all proceedings including all correspondence of the Committee and regularly submit the records to the Town Clerk.

8. Notice - All meetings shall be held in a public place and scheduled through the Town Manager or Clerk who shall provide reasonable notice to the public.
9. Quorum - A quorum necessary to conduct business shall consist of at least a majority of voting members.
10. Committee Support - The municipal officers and town staff shall cooperate with and provide the Committee with such information as may be reasonably necessary and available to enable it to carry out its duties. The town staff shall also provide assistance updating electronic records as necessary.
11. Public Meetings and Records - All meetings and records shall be subject to the Maine Freedom of Access Act, 1 M.R.S.A. Sections 401-410 and the Town of Readfield FOAA Policy.

Tasks

The Committee shall, in no particular order:

1. Review past Heritage Days celebrations, including locations, events, budgets, participants, attendance, and highlights among other areas.
2. Hold public meetings and pursue other outreach methods to solicit input from the community on Heritage Days events and format.
3. Involve relevant committees, organizations, institutions, and interested parties in the planning and implementation of Heritage Days.
4. Develop detailed plans and budget numbers for the upcoming Heritage Days celebration and submit them to the Select Board for approval no less than three months prior to the event.
5. Make recommendations to the Budget Committee and Select Board regarding revenues and expenditures related to the Heritage Days celebration as a part of the regular budget process.
6. Report to the Select Board a minimum of semi-annually, generally in December and June of each year.



TOWN OF READFIELD

8 OLD KENTS HILL RD. • READFIELD, MAINE 04355

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

SELECT BOARD NOTICE and REVIEW

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

VIA First-Class, CERTIFICATE OF MAILING

July 26, 2016

Dear Mr. Pollis:

The Select Board reviewed the following issues on May 16, 2016

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 of non-burnable materials - LUO Article 2, Section 2,

On June 27, 2016 the Select Board reviewed and signed an Administrative Consent Agreement that you agreed to and signed on June 20, 2016 which included a \$400.00 fine that is due on August 26, 2016. This agreement had a 30 day clause and a 60 days clause to abate the violations listed in the consent agreement. I observed July 19, 2016 unregistered or un-inspected vehicles in your yard and other piles of junk parts and tires. The Town has asked for your **voluntary compliance** giving you ample time to comply. Pictures show that the property is an **ILLEGAL JUNK YARD**. Please review all past notices.

You are hereby NOTIFIED that the Select Board will review your Notice of Violation as a Town Nuisance on August 8, 2016 at 6:30 pm upstairs in the Town Office.

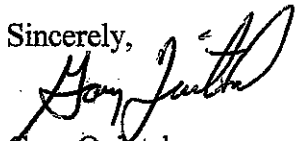
- 1) I will be reviewing your property prior to the August 8th meeting to show any progress that has been made in the abatement of the above violations.

- 2) You should be present at the Select Board meeting on August 8 to state your position to the Board.
- 3) The attached Town Ordinance describes the steps the Select Board takes to Enforce Town Ordinances (Section 2).

If you wish to dispute anything in this Select Board Notice, you should provide registration of all vehicles in question or have an explanation to be presented to the Select Board that you do not have to abate any violations found on the property or you may appeal to the Readfield Board of Appeals pursuant to Article 2 Section 1.C of the Land Use Ordinance. Such appeal must be filed with the Board of Appeals on forms provided by the Town, together with the appropriate filing fee, within 30 days from the date this Select Board Notice was received. Failure to appeal within 30 days may deprive you of your ability to contest the contents of this Final Select Board Notice in any subsequent proceedings. However, filing an appeal to the Board of Appeals does not relieve you of your responsibility to correct these violations or of your liability for civil penalties.

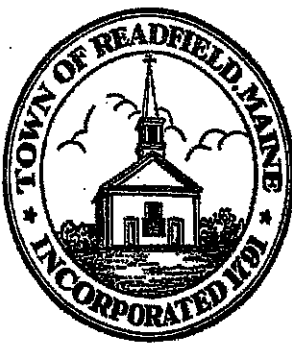
Your voluntary compliance will be appreciated. If you have any questions about what you need to do to comply with this Notice, please contact the Town Office at 685-3290.

Sincerely,



Gary Quintal
Code Enforcement Officer

cc: Eric Dyer, Town Manager



TOWN OF READFIELD

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

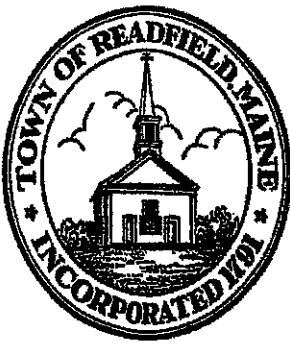
ADMINISTRATIVE CONSENT AGREEMENT

WHEREAS, Craig Pollis, (herein as the "Property Owner") of 321&323 Main Street, Readfield, Maine (herein as the "Town"), Assessor's Map136 /Lot 44 (herein as the "Lot"), has been using the property as a "Junkyard" without the proper Town permits. The Code Office took the appropriate action in notifying the owner and the Municipal Officers of the violations pertaining to the Readfield Land Use Ordinances and relevant State Laws. The Final Notice dated April 21, 2016 was reviewed by the Select Board on May 16, 2016 in which the Board requested this Administrative Consent Agreement to settle all pending violations at 321 & 323 Main Street.

WHEREAS, the Property Owner has agreed with the Select Board that he has created an illegal junkyard (LUO Article 8, Section 25) and shall pay a fine; and

WHEREAS, the Property Owner has agreed to comply with the following terms for the complete clean-up of the above described Lot and conform to all State Laws and Town Ordinances;

1. All Worn and discarded tires will be removed from the Lot within (30) thirty days from signing this Consent Agreement. All other tires will be stored so a health hazard and or a nuisance will not be created. And if storage of tires again becomes a nuisance or hazard it shall be deemed by a Court as a per day violation;
2. The Lot shall not be allowed to have more than (2) two unregistered vehicles or parts there-of to be stored as a nuisance. All other unregistered vehicles or parts there-of stored as a nuisance shall be removed within (60) sixty days from signing this Consent Agreement. And if storage of unregistered vehicles or parts there-of are stored again to become a nuisance it shall be deemed by a Court as a per day violation;
3. A nuisance created by burning any non-burnable material shall be deemed by a Court as a per day violation;
4. The Readfield Land Use Ordinance Article 2, Section 2, D. states that a ... minnum penalty for a specific violation shall be \$100 per day ...fine. A Court shall deem any of the above nuisance violations as a will full act and shall fine the Property Owner accordingly.
5. The Property Owner agrees that this Consent Agreement can be enforced by a Court at any time through a vote of the Select Board which will seek Court action for any of the above nuinance violations;



TOWN OF READFIELD

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

6. All cost incurred by the Town for the clean-up and legal expenses to bring the Lot into compliance shall be part of the Court awarded fine. The Court shall authorize the Town to take any and all corrective measures to get the Lot into compliance.

WHEREAS; there has been evidence before the Board of Selectmen that these violations were willful or intentional; and

WHEREAS; there is evidence of economic benefit to the Property Owner resulting from occupancy violations; and

WHEREAS; Article 2 Section 2.C of the Town Land Use Ordinance adopted June 9, 2015 and effective at the time of said violations authorizes the Board of Selectmen to "...enter into administrative consent agreements for the purpose of eliminating violations of this Ordinance and recovering fines without court action", and the Property Owner shall meet the conditions for relief set forth above.

NOW THEREFORE; The Town and Property Owner agree as follows:

1. Property Owner agrees to pay a civil penalty to the Town in the amount of \$400.00, at the signing of this Consent Agreement with the completion date of 8/26/2016 and the Property Owner shall receive an Occupancy Permit.
2. Property Owner or anyone under the direction of the Property Owner, may not create a nuisance in the development of this Lot specifically as stated above.
4. The Town agrees to relinquish its right to prosecute the Property Owner for the above-described land use violations in consideration of the payment of the penalty in (1) above;

EXCEPT THAT, if the Property Owner breaches the terms of this Agreement, the Town may then institute the \$100 a day fine as provided in the LUO and Title 30-A, M.R.S.A., Section 4452 with any Court cost and Legal fees and all appropriate proceedings to enforce the provisions of the Town Land Use Ordinance.

5. As a condition of the consideration promulgated by this Administrative Consent Agreement for the Town to waive prosecution, the Property Owner agrees to: (1) waive and forego any action of any kind against any Town Officer and members of the Town Board of Selectmen; and (2) waive any right to appeal, whether to the Superior Court or



TOWN OF READFIELD

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

otherwise, either the substance or contents of this Administrative Consent Agreement or the decision of the Planning Board and / or Select Board as rendered.

Signed and dated at Readfield, Maine
this 27 day of June, 2016

Accepted and dated at Readfield, Maine
this 20 day of June, 2016

Town of Readfield

By:

Selectman

Christine Ammons

Selectman

Selectman

Selectman

Selectman

Craig H. Pollis
Craig Pollis

Signature above was Notarized by:

Kristin Parks

Kristin Parks
Notary Public, Maine
PO Box 335, Readfield, ME 04355
Expires: 10/28/2022

This Administrative Consent Agreement has been excepted by the Court as an **"Ordered Schedule"** which will allow the Town of Readfield to exercise its remedies pursuant to 30-A Section 3758-A(4) to abate the site into compliance.

Date

Justice, District Court

SECTION 2. ENFORCEMENT

A. Nuisances

Any violation of this Ordinance shall be deemed to be a nuisance.

B. Code Enforcement Officer Actions

1. It shall be the duty of the Code Enforcement Officer to enforce the provisions of this Ordinance. If the Code Enforcement Officer determines that any provision of this Ordinance is being violated, the Code Enforcement Officer shall take action. Such action may include ordering the discontinuance of illegal use of land, buildings or structures, or work being conducted; removal of illegal signs, removal of illegal buildings, structures; and abatement of nuisance conditions. A copy of such order shall be maintained as a permanent record.
2. The Code Enforcement Officer shall conduct on-site inspections to insure compliance with all applicable laws and conditions attached to permit approvals. The Code Enforcement Officer shall also investigate all complaints of alleged violations of this Ordinance and shall take appropriate action.
3. When any violation of any provision of this Ordinance, including failure to comply with any subdivision or site plan approved by the Planning Board, any condition imposed by the Board of Appeals or any order of the Code Enforcement Officer shall be found to exist, the Code Enforcement Officer shall notify the Municipal Officers who may then institute any and all actions to be brought in the name of the Town.
4. The Code Enforcement Officer shall keep a complete record of all essential transactions of the office, including applications submitted, permits granted or denied, variances granted or denied, revocation actions, revocation of permits, appeals, court actions, violations investigated, violations found, and fees collected. On a biennial basis, a summary of this record for all development in the shoreland district shall be submitted to the Director of the Bureau of Land and Water Quality within the Department of Environmental Protection.

C. Legal Actions

When the actions described in subsection B, above, do not result in the correction or abatement of the violation or nuisance condition, the Board of Selectmen, upon notice from the Code Enforcement Officer, may institute any and all actions and proceedings, including seeking injunctions of violations and the imposition of fines, that may be appropriate or necessary to enforce the provisions of this Ordinance in the name of the Town of Readfield.

The Board of Selectmen, following the conclusion of the administrative process in Section 1, may enter into administrative consent agreements for the purpose of eliminating violations of this Ordinance and recovering fines without court action. Such agreements shall not allow an illegal structure or use to continue, unless there is clear and convincing evidence that the illegality was a direct result of erroneous information or advice given by the Code Enforcement Officer, and there is no evidence that the owner/violator acted in bad faith, or unless the removal of the structure or use will result in a threat or hazard to public health, safety and welfare or will result in substantial environmental damage.

D. Civil Penalties

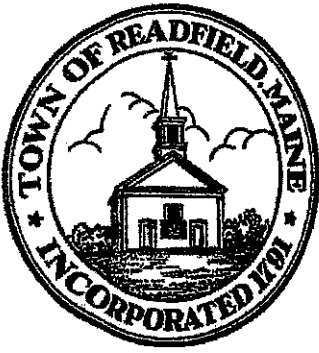
Any person, including but not limited to a landowner, agent or a contractor, who orders or conducts any activity in violation of this Ordinance shall be subject to the penalties prescribed in Title 30-A, M.R.S.A., Section 4452. The minimum penalty for a specific violation shall be \$100 per day and the maximum penalty shall be \$2,500 per day. Notwithstanding the foregoing, the maximum penalty for any violation of this ordinance shall be \$5,000 per day if the violation occurs within an area zoned for resource protection.

Timeline of agenda item 16-093 - CEO activity at 323 Main Street

10/01/16	CEO initiates enforcement activity & First Notice
10/15/16*	Second Notice Issued
02/08/16	Select Board considers CEO enforcement activity - Further review requested
04/21/16	Occupancy Denied and Final Notice
05/16/16	Select Board directs TM, CEO & Owner to work on consent agreement - Motion
06/27/16	Select Board accepts Consent Agreement - Motion
08/08/16	Select Board considers lack of compliance with Consent Agreement

* Represents an approximate date as Town Manager had incomplete file. CEO to clarify.

NEW BUSINESS



Readfield Board of Selectmen
August 8, 2016

Item # 17-035

TOWN OF READFIELD

8 OLD KENTS HILL RD. • READFIELD, MAINE 04355

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

SELECT BOARD NOTICE and REVIEW

Matthew Curtis
37 Terrace Road
Readfield, ME 04355

VIA First-Class, CERTIFICATE OF MAILING

July 26, 2016

Dear Mr. Curtis:

REF: 1st NOTICE of Violation and ORDER to Correct Violation of property located at 37& 38 Terrace Road identified on the Assessor's Map 114 as Lot 15& 19 and described in a deed recorded at the Kennebec County Registry of Deeds, Book 9218, and Page 346.

DATE OF ISSUANCE: February 11, 2016, you received 1st Notice on March 2, 2016
June 7, 2016 Hand Delivered Final Notice
June 10, 2016 Sent Certified Mail Final Notice

On January 27, 2016, March 30, 2016, May 4, 2016, June 7, 2016 and July 19, 2016 I observed unregistered or un-inspected vehicles in your yard and other piles of junk and an illegal sign off premise. The Town has asked for your **voluntary compliance** giving you ample time to comply. Pictures show that the property at 37& 38 Terrace Road is an **ILLEGAL JUNK YARD** and is **ALSO** in violation the **North Road Terrace Covenants**. Please review all past notices.

You are hereby NOTIFIED that the Select Board will review your Notice of Violation as a Town Nuisance on August 8, 2016 at 6:30 pm upstairs in the Town Office.

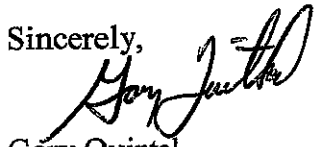
- 1) I will be reviewing your property prior to the August 8th meeting to take pictures to show any progress that has been made in the abatement of the violations listed in the Final Notice.
- 2) You should be present at the Select Board meeting on August 8 to state your position to the Board.

3) The attached Town Ordinance describes the steps the Select Board takes to Enforce Town Ordinances (Section 2).

If you wish to dispute anything in this Select Board Notice, you should provide registration of all vehicles in question / provide a record of dates of receiving repair vehicles or have an explanation to be presented to the Select Board that you do not have to abate any violations found on the property or you may appeal to the Readfield Board of Appeals pursuant to Article 2 Section 1.C of the Land Use Ordinance. Such appeal must be filed with the Board of Appeals on forms provided by the Town, together with the appropriate filing fee, within 30 days from the date this Select Board Notice was received. Failure to appeal within 30 days may deprive you of your ability to contest the contents of this Final Select Board Notice in any subsequent proceedings. However, filing an appeal to the Board of Appeals does not relieve you of your responsibility to correct these violations or of your liability for civil penalties.

Your voluntary compliance will be appreciated. If you have any questions about what you need to do to comply with this Notice, please contact the Town Office at 685-3290.

Sincerely,



Gary Quintal
Code Enforcement Officer

cc: Eric Dyer, Town Manager

SECTION 2. ENFORCEMENT

A. Nuisances

Any violation of this Ordinance shall be deemed to be a nuisance.

B. Code Enforcement Officer Actions

1. It shall be the duty of the Code Enforcement Officer to enforce the provisions of this Ordinance. If the Code Enforcement Officer determines that any provision of this Ordinance is being violated, the Code Enforcement Officer shall take action. Such action may include ordering the discontinuance of illegal use of land, buildings or structures, or work being conducted; removal of illegal signs, removal of illegal buildings, structures; and abatement of nuisance conditions. A copy of such order shall be maintained as a permanent record.
2. The Code Enforcement Officer shall conduct on-site inspections to insure compliance with all applicable laws and conditions attached to permit approvals. The Code Enforcement Officer shall also investigate all complaints of alleged violations of this Ordinance and shall take appropriate action.
3. When any violation of any provision of this Ordinance, including failure to comply with any subdivision or site plan approved by the Planning Board, any condition imposed by the Board of Appeals or any order of the Code Enforcement Officer shall be found to exist, the Code Enforcement Officer shall notify the Municipal Officers who may then institute any and all actions to be brought in the name of the Town.
4. The Code Enforcement Officer shall keep a complete record of all essential transactions of the office, including applications submitted, permits granted or denied, variances granted or denied, revocation actions, revocation of permits, appeals, court actions, violations investigated, violations found, and fees collected. On a biennial basis, a summary of this record for all development in the shoreland district shall be submitted to the Director of the Bureau of Land and Water Quality within the Department of Environmental Protection.

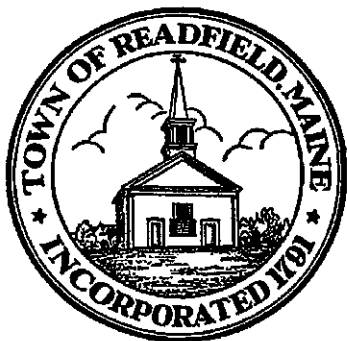
C. Legal Actions

When the actions described in subsection B, above, do not result in the correction or abatement of the violation or nuisance condition, the Board of Selectmen, upon notice from the Code Enforcement Officer, may institute any and all actions and proceedings, including seeking injunctions of violations and the imposition of fines, that may be appropriate or necessary to enforce the provisions of this Ordinance in the name of the Town of Readfield.

The Board of Selectmen, following the conclusion of the administrative process in Section 1, may enter into administrative consent agreements for the purpose of eliminating violations of this Ordinance and recovering fines without court action. Such agreements shall not allow an illegal structure or use to continue, unless there is clear and convincing evidence that the illegality was a direct result of erroneous information or advice given by the Code Enforcement Officer, and there is no evidence that the owner/violator acted in bad faith, or unless the removal of the structure or use will result in a threat or hazard to public health, safety and welfare or will result in substantial environmental damage.

D. Civil Penalties

Any person, including but not limited to a landowner, agent or a contractor, who orders or conducts any activity in violation of this Ordinance shall be subject to the penalties prescribed in Title 30-A, M.R.S.A., Section 4452. The minimum penalty for a specific violation shall be \$100 per day and the maximum penalty shall be \$2,500 per day. Notwithstanding the foregoing, the maximum penalty for any violation of this ordinance shall be \$5,000 per day if the violation occurs within an area zoned for resource protection.



TOWN OF READFIELD

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

Email: Readfield@roadrunner.com

READFIELD AND WAYNE TRANSFER STATION CONTRACT with the TOWN OF FAYETTE

Pursuant to acceptance of the original waste handling proposal made to the Town of Fayette by the Towns of Readfield and Wayne, operational and financial expectations for their use of the Transfer Station Facility are set forth in this Contract.

1. Establishment - The Town of Fayette is established as a customer of the Readfield and Wayne Transfer Station.
2. Control by Ordinance - All Fayette residents and commercial Haulers serving Fayette residents are subject to the terms of the Readfield Waste Disposal and Recycling Ordinance.
3. Tipping and Hauling Fees - Transporting and tipping of waste will be provided at cost to the Town of Fayette. These costs will be paid monthly based on actual tipping and hauling costs and recent tonnages from the 2014 year until and if a scale is installed to measure actual tonnages.
4. Access Fee - The Town of Fayette will pay 1/12 of the \$11,400 access fee on a monthly basis in addition to tipping and hauling costs.
5. Limited Access for MSW and Recycling - Only Commercial Haulers will have access to the transfer Station for solid waste and recycling delivery.
6. CDD and Bulky Waste - Fayette residents will be permitted to dispose of CDD and bulky waste, and at the same cost as Readfield and Wayne residents.
7. Good Faith Negotiation - All parties will negotiate in good faith to enter into a binding interlocal agreement for waste management prior to the end of this contract.
8. Amendment - This contract may be amended in writing at any time by mutual agreement of all parties.
9. Term and Termination - This contract shall be in effect through June 30, 2017 and can be terminated with 30 days written notice by any party.
10. Exhibits - Attached to and included with this contract are Exhibits 1 through 3.

Signed and agreed to this _____ day of _____ 2016.

Authorized Representative
Town of Readfield

Authorized Representative
Town of Wayne

Authorized Representative
Town of Fayette

READFIELD WASTE DISPOSAL

And

RECYCLING ORDINANCE

Adopted June 11, 1998

Amended June 9, 2011

SECTION I. SHORT TITLE

This Ordinance shall be known and may be cited as the "Readfield Waste Disposal and Recycling Ordinance".

SECTION II. GENERAL STATEMENT OF PURPOSE, APPLICATION AND AUTHORITY

A. Declaration of Purpose.

This Ordinance is designed to control waste material in the Town of Readfield, Maine, by providing for the establishment and enforcement of rules and regulations, establishing limitations, prohibiting certain acts causing solid disposal problems, and providing for fines for violations of the provisions of this ordinance.

The purpose of separating recyclable materials is to conserve those materials that can be reused pursuant to the Maine Recycling Act. In doing so, the Town of Readfield will reduce the amount of material to be transferred and reduce the cost of disposal of waste generated within the Town.

B. Application

This Ordinance applies to all persons generating or disposing of waste within the Town of Readfield or using the Recycling and Transfer Station located within the Town of Readfield.

C. Authority

This Ordinance is adopted pursuant to Maine Revised Statutes Annotated, Title 38, Section 1305 and the Maine Recycling Act.

SECTION III. DEFINITIONS

In this ordinance the following terms shall have the following meanings:

A. Acceptable Liquid Waste. "Acceptable liquid waste" means the collective reference to liquid wastes that are reclaimable liquid waste.

B. Acceptable Waste. "Acceptable waste" means the collective reference to processable waste, recyclable materials, reclaimable materials, reclaimable liquid waste, and other solid waste.

C. Agricultural Waste. "Agricultural waste" means waste generated by agricultural activities, excluding vegetative waste, including but not limited to pesticides, pesticide containers, and manure.

D. Asbestos. "Asbestos" means a group of naturally occurring minerals that separate into fibers of high tensile strength and are resistant to heat, wear and chemicals, including but not limited to chrysotile, amosite, crocidolite, actinolite, tremolite and anthophyllite and any of these minerals that have been chemically treated or altered.

E. Biomedical Waste. "Biomedical waste" means waste consisting of (1) human and animal remains, body parts, tissues, organs, blood, excretions, secretions, body fluids and any and all "infectious waste", which term shall include, but not be limited to, (i) waste which contains any disease producing or carrying material, agent or organism, (ii) isolation wastes, cultures and stocks of etiological agents, (iii) waste generated by surgery or autopsy performed on septic cases or patients with infectious diseases, (iv) sharps, dialysis waste and wastes that were in contact with pathogens, (v) waste biologicals (e.g., vaccines) produced by pharmaceutical companies for human or veterinary use, (vi) food, equipment parts and other products contaminated with etiological agents, (vii) animal bedding and other wastes that were in contact with diseases or laboratory research animals, (viii) equipment, instruments, utensils and fomites which were in contact with persons who are suspected to have or have been diagnosed as having a communicable disease, (ix) laboratory wastes such as pathological specimens and disposal fomites attendant thereto and (x) any disease causing material which is defined as a "hazardous substance" under current or future federal, state or local law, rule or regulation as a result of being classified and "etiological agent".

F. Brown Goods. "Brown goods" means large television or entertainment modules or furniture including but not limited to sofas, television consoles, wood framed beds, chairs, hide-a-beds and stereo consoles.

G. Collectors. "Collectors" means any person employed by the Town of Readfield or permitted by the Town of Redfield responsible for the pick up and collection of processable waste and recycling materials as described in IVB.

H. Commercial Activity. "Commercial activity" means any business that is carried out in, but not limited to, stores, offices, restaurants, service stations, or campgrounds that renders goods and/or services primarily on a retail basis.

I. Commercial Hauler. "Commercial hauler" means any person having secured an Annual Permit for the pick up, collection, or transfer of acceptable waste.

J. Construction/Demolition Debris. "Construction/demolition debris" means nonburnable debris resulting from construction, remodeling, repair, and demolition of structures. The term includes, but is not limited to building materials, asphalt, wall board plastic pipes, carpeting and underlay. It excludes all unacceptable wastes and inert fill.

K. Dredge Spoils. "Dredge spoils" means sand, silt, mud, gravel, rock or other sediment or material removed from beneath any surface water. Dredge spoils are unacceptable liquid wastes.

L. E.P.A. "E.P.A." means the United States Environmental Protection Agency.

M. Hazardous Waste. "Hazardous waste" means a waste in either a liquid or solid state, designated as hazardous by the E.P.A. or the M.D.E.P. and includes special nuclear or by-product material within the meaning of the Atomic Energy Act of 1954, as amended. Hazardous waste is either an unacceptable liquid waste or unacceptable solid waste.

N. Household Hazardous Wastes. "Household hazardous wastes" are wastes that are considered hazardous wastes either in a solid or liquid state. Such waste may be collected at the Recycling and Transfer Station by the Town of Readfield from time to time as designated by the Select Board. Specially approved waste materials include, but are not limited to: liquid and non-liquid paint, paint thinner, bleach and household cleaning solvents.

O. Industrial Activity. "Industrial activity" means any business which produces goods and/or services not primarily for retail sale and may include, but is not limited to, processes such as printing, manufacturing, recycling, packaging, or warehousing.

P. Inert Fill. "Inert fill" means clean soil material, rocks, bricks, and cured concrete, which are not mixed with other solid waste or liquid waste, and which are not derived from an ore mining activity.

Q. Liquid Waste. "Liquid waste" means any waste that is determined to contain free liquids according to the Paint Filter Liquids Test (Method 9095 of E.P.A. SW- 846, 3rd Edition). Liquid waste is the collective reference to acceptable liquid waste and unacceptable liquid waste.

R. M.D.E.P. "M.D.E.P." means the Maine Department of Environmental Protection or its successor.

R-1 MSW "Mainstream Solid Waste" means the items that are collected as trash to be either incinerated or buried, but not recycled.

S. Metal Goods. "Metal goods" include bikes, metal doors, metal pipe, window frames, cyclone or other metal fences, screens wire, sheet metal, metal conduit cables, tools,

lawnmowers, furniture, sports equipment, aluminum, copper and brass items, vented barrels and vented propane fuel tanks.

T. Ordinance. "Ordinance" means the several parts comprising this ordinance, as may be amended from time to time.

U. Other Solid Waste. "Other solid waste" is the collective reference to mattress, box springs, construction/demolition debris, hot loads, burble debris, vegetative waste and wood waste.

U-1. Participating Town. A "participating town" is a nearby town that has executed an interlocal agreement or contract with the Town of Readfield which permits residents of that town to access and/or use the Recycling and Transfer Station for disposal of waste.

V. Processable Waste. "Processable waste" means all damaged recyclable materials, ordinary household, municipal, institutional, commercial and industrial solid wastes consisting primarily of combustible materials capable of being processed and incinerated at a waste to energy facility. "Processable waste" excludes liquid wastes, unacceptable solid waste, reclaimable materials, recyclable materials and solid waste.

W. Reclaimable Liquid Waste. "Reclaimable liquid waste" is waste oil.

X. Reclaimable Materials. "Reclaimable materials" are solid waste materials that may be reclaimed and are as follows: white goods, tires, and metal goods.

Y. Recyclable Materials. "Recyclable materials" are materials that can be reused either in the same form or as part of a different product.

Y-1. Reusable Materials. "Reusable materials" are those items such as books, clothing, house wares, toys, etc. which are no longer needed by a resident but still may have a useful life. These items can be left for other residents to claim at no cost at the Swap Shop. Metal Goods, Returnable Containers and Recyclable Materials are not considered reusable.

Y-2. Returnable Containers. "Returnable Containers" are those containers (metal, glass and plastic) that have a redemption value.

Z. Recycling Facility. "Recycling Facility" means any facility constructed and managed for separating, collecting, and/or processing of manufactured materials for reuse either in the same form or as a part of a different product.

AA. Select Board. "Select Board" means the municipal officers elected to the Readfield Select Board by the voters of the Town of Readfield.

BB. Sludge. "Sludge" means any semi-solid or liquid waste generated from household septic tanks, a municipal, commercial or industrial wastewater treatment plant, water

supply treatment plant, or wet process air pollution control facility or any other such waste having similar characteristics and effect. Sludge is an unacceptable liquid waste.

CC. Solid Waste. "Solid waste" means unwanted or discarded solid material with insufficient liquid content to be free flowing, including by way of example, and not by limitation, recyclable materials, rubbish, garbage, scrap materials, junk, refuse, and landscape refuse.

DD. Special Wastes. "Special wastes" means any non-hazardous solid waste or liquid waste generated by sources other than ordinary households and typical commercial establishments that exists in such an unusual quantity or in such a chemical or physical state or any combination thereof, which may disrupt or impair effective waste management or threaten the public health, human safety or the environment and requires special handling, transportation and disposal procedures. Special wastes include, but are not limited to:

1. Oil, coal, wood and multifuel boiler and incinerator ash;
2. Industrial and industrial process waste;
3. Sludge and dewatered septage;
4. Debris and residuals from non-hazardous chemical spills and cleanup of those spills;
5. Contaminated soils and dredge spoils;
6. Asbestos and asbestos-containing waste;
7. Sand blast grit and non-liquid paint waste;
8. High and low pH waste;
9. Spent filter media residue; and
10. Shredder residue.

DD-1. Swap Shop. The "Swap Shop" is the primary location where reusable materials may be dropped off and/or claimed by residents of Readfield and participating towns.

EE. Transfer Station. "Transfer Station" means the area constructed and managed by the Town of Readfield for the disposing of acceptable waste and acceptable liquid waste.

FF. Unacceptable Liquid Wastes. "Unacceptable liquid wastes" is the collective reference to hazardous waste and special waste that have sufficient liquid content to be free flowing, sludge, and other liquid waste designated as unacceptable by the Select Board.

GG. Unacceptable Solid Wastes. "Unacceptable solid wastes" are materials not considered processable waste, recyclable materials, reclaimable materials, or other solid wastes. Unacceptable solid wastes include but are not limited to:

1. Junked or abandoned vehicles;
2. Small engines (under 20 HP)*;
3. Snowmobiles or all-terrain vehicles (if engines removed);
4. Dead animals or portion thereof, other pathological-type solid waste;

5. Inert fill;
6. Fuel tanks*;
7. Agricultural waste;
8. Land clearing debris;
9. Dredge spoils;

10. **Unacceptable Liquid Wastes;**

10-1 Vegetative waste (a composting program is supported by the Select Board and will begin with a limited vegetative acceptance list); and

11. Any other solid waste designated unacceptable by the Select Board.

*May be acceptable as Metal Goods if drained of all liquids prior to entrance to the Transfer Station. All small engines must have their drain plugs and/or oil pan removed.

GG-1 Universal Waste. Universal waste is a category of waste materials not designated as "hazardous waste", but containing materials that need to be prevented from free release into the environment. Universal Waste includes:

- Batteries
- Pesticides
- Mercury-containing equipment (including many thermostats and thermometers)
- Lamps containing mercury (e.g. fluorescent lamps, including compact fluorescent lamps)
- Televisions, computers, and monitors

The Recycling and Transfer Station is required to provide for their proper disposal.

HH. Vegetative Wastes. "Vegetative wastes" means solid wastes consisting of plant matter from agricultural activities, farms, homes, plant nurseries, or greenhouses. These wastes shall include plant stalks, grass clippings, hulls, leaves, and plant waste processed through a wood chipper. Vegetative waste is considered other solid wastes.

II. Waste Oil. "Waste oil" means a used, spent, discarded or unwanted petroleum based oil product which is not designated as a hazardous waste or contaminated with hazardous waste and that can be reclaimed as a fuel source. The term includes only: crankcase oil; manual transmission fluid; and #2 fuel oil.

JJ. White Goods. "White goods" means large appliances including but not limited to stoves, refrigerators, freezers, washing machines, dishwashers, clothes dryers, hot water tanks and air conditioners.

KK. Wood Wastes. "Wood wastes" means brush, stumps, lumber, bark, wood chips, shavings, slabs, edgings, slash, and sawdust, that are not mixed with other solid or liquid wastes. For the purposes of this definition, "lumber" is entirely made of wood and is free from metal, plastics and coatings. "Wood wastes" are considered other solid wastes.

SECTION IV. SOLID WASTE DISPOSAL CONTROL STANDARDS

A. Operation of the Readfield Recycling and Transfer Station.

The Select Board shall be responsible for operating and maintaining the Recycling and Transfer Station and for enforcing this ordinance. The Select Board shall designate the Town Manager to assist them in carrying out their duties and obligations under this ordinance.

The Town Manager may hire or designate a Recycling and Transfer Station Manager to operate and maintain the Recycling and Transfer Station. The Town Manager may also serve as Recycling and Transfer Station Manager as needed until a suitable person can be hired or designated. The Town Manager may hire attendants as required to assist in the operation and maintenance of the Recycling and Transfer Station. The Transfer Station Manager may utilize volunteers to assist the attendants within specific areas of the Transfer Station.

B. Use of the Readfield Recycling and Transfer Station

The Readfield Recycling and Transfer Station is operated for the benefit of Readfield residents (year-round and seasonal). All individuals with residential status shall have a valid "Transfer Station Permit", which must be displayed to gain access to the Readfield Recycling and Transfer Station to deposit acceptable waste generated within Readfield.

Acceptable waste resulting from commercial or industrial activities within Readfield or participating towns that is delivered to the Readfield Recycling and Transfer Station by commercial haulers, collectors, or directly from individuals generating the waste and is of such volumes and/or possesses special handling characteristics (requirements) to increase the operational costs of the Recycling and Transfer Station shall be assessed a surcharge by the Transfer Station Manager commensurate with the Recycling and Transfer Station fee schedule approved by the Select Board.

The Select Board may, by authorization of Town vote, allow all residents of other municipalities to deposit acceptable waste at the Readfield Recycling and Transfer Station. The terms and conditions of such arrangement shall be specified in an interlocal agreement or contract.

Special permits may be granted by the Town to Commercial Activities who are assisting authorized users with the cleanup of their property.

All requirements pertaining to individuals within Readfield and participating towns shall also pertain to nonresidents authorized to deposit acceptable waste at the Readfield Recycling and Transfer Station.

The access and use of the Recycling and Transfer Station by any person shall be at the direction of the Transfer Station Manager. Any person refusing to follow or comply with

the requirements of this Ordinance and/or any Operating Rules and Requirements adopted by the Select Board, shall be reported to the Transfer Station Manager for resolution. The Transfer Station Manager may refuse further access to the facility to that person and/or initiate any necessary enforcement actions (per Section VII). Any resident refused access or violating this ordinance shall be reported in writing to that resident's Town Manager for enforcement.

C. Commercial Haulers and Collectors

The Select Board may contract with commercial haulers or hire collectors for the collection of acceptable waste. The Select Board may also contract with specialty environmental contractors to assist the Town in the collection and disposal of any other type of waste.

The Readfield Town Manager and the Town Managers of any participating towns may issue permits to persons to deliver processable waste to the Transfer Station in dumpsters or similar large volume solid waste containers.

Commercial haulers must obtain an annual permit through an application to the Select Board before use of any Transfer Station areas. Commercial refuse haulers must provide an acceptable recycling program to their customers in accordance with this ordinance before an annual permit can be issued. Permits may be revoked by the Select Board, following notice and hearing, for violation of this ordinance or any rules and regulations promulgated in accordance with Section VI. Permits shall be renewed annually on or before July first.

Commercial haulers and contractors must obtain coupons at the Town Office(s) or Transfer Station before any demolition debris material is deposited. Coupons will be collected by the Transfer Station attendant for each deposit.

SECTION V. WASTE DELIVERY REQUIREMENTS

A. Acceptable Waste

Only acceptable waste generated within Readfield or other authorized communities will be allowed to be disposed of at the Recycling and Transfer Station. . All acceptable waste delivered to the facility will be separated as follows:

1. Recyclable materials;
 - 1-1 Reusable materials (Swap Shop);
 - 1-2 Returnable Containers;
2. Metal goods;

3. Construction/demolition debris;

4. Wood waste;

5. Waste oil;

6. Tires;

7. Solid waste;

7-1 Universal Waste, and

7-2 Compost Materials as authorized by the Select Board.

Once acceptable waste is delivered to the Recycling and Transfer Station and deposited in the proper container/site as listed above and/or as directed by an attendant, that waste becomes the property of the Town of Readfield and will be disposed as directed by the Transfer Station Manager.

B. Prohibited Waste

The following types of waste will not be accepted at the Recycling and Transfer Station:

1. Unacceptable solid wastes;

2. Unacceptable liquid wastes;

3. Biomedical waste; and

4. Industrial or commercial waste which creates a problem of disposal by virtue of federal, state, or local statutes, rules, or regulations controlling or prohibiting its disposal.

SECTION VI. REGULATORY AUTHORITY

A. The Select Board may adopt rules and requirements for the operation of the Recycling and Transfer Station. These Operating Rules and Requirements shall be consistent with the standards established by this Ordinance. The Operating Rules and Requirements may include, but are not limited to, dates and hours of operation of the Recycling and Transfer Station and for the collection of solid waste. Any violation of the Operating Rules and Requirements adopted hereunder shall be deemed a violation of this Ordinance.

B. This Ordinance shall be enforced by the Select Board or its designee. If the Select Board or its designee determines that any provision of this Ordinance is being violated, the Select Board or its designee shall take action. Such action may include the revoking

of a permit, or required abatement of the conditions violated or any other reasonable actions. A copy of a notice to revoke a permit shall be maintained as a permanent record.

C. The Select Board or its designee shall conduct periodic on-site inspections to insure compliance with all applicable rules and conditions associated with this Ordinance. The Select Board or its designee shall also investigate all complaints of alleged violations of this Ordinance.

D. When any violation of any provision of this Ordinance shall be found to exist, the Select Board may then institute any and all actions to be brought in the name of the Town.

SECTION VII. LEGAL ACTIONS

A. When notification of a violation does not result in the prompt correction or abatement of the violation or condition, the Select Board or its designee, the Code Enforcement Officer and/or cooperating law enforcement agency are hereby directed to institute any and all actions and proceedings, either legal or equitable, including seeking injunctions of violations and the imposition of fines, that may be appropriate or necessary to enforce the provisions of this Ordinance in the name of the Town. Violation of any condition, restriction or limitation inserted in a permit by the Select Board shall be cause for revocation of that permit by the Select Board. The revocation process shall require reasonable notice of the violation to the resident/operator to a hearing.

B. The Select Board or its authorized agent, is hereby authorized to enter into administrative consent agreements for the purpose of eliminating violations of this Ordinance and recovering fines without court action. Such agreements shall not allow any illegality or violation of this Ordinance to continue unless there is clear and convincing evidence that the illegality was conducted as a direct result of erroneous advice given by an authorized municipal official and there is no evidence that the resident/operator acted in bad faith.

C. The Select Board or its authorized designee may exercise its authority under Title 30-A MRSA Section 4452. The Court may order complete abatement of the violation and award appropriate damages, including all court costs and the Town's reasonable attorney's fees. Any fine recovered through this Ordinance shall accrue to the Town. Each day of violation shall constitute a separate offense. In addition, the Town may seek an injunction, when necessary, to prevent the resident/operator from accessing the Recycling and Transfer Station.

D. Violations of this Ordinance shall be a civil violation punishable by a fine of up to \$1000.00 plus cleanup costs and attorney and court fees for the first offense and up to \$5000.00 plus cleanup costs and attorney and court fees for subsequent violations. The State of Maine District Court for the district including Readfield shall have jurisdiction of all offenses hereunder, subject to exception and appeal as is provided by Maine State Law.

SECTION VIII. VALIDITY AND CONFLICT OF ORDINANCES

The invalidity of any section, subsection, paragraph, sentence clause, phrase or word of this ordinance shall not be held to invalidate any other section, paragraph, sentence, clause, phrase, or word of this Ordinance; and to this end, the provisions of this Ordinance are hereby declared to be severable.

**Adopted at 06/09/2011
Annual Town Meeting**

**TOWN OF READFIELD****8 OLD KENTS HILL ROAD • READFIELD, MAINE 04355****Tel. (207) 685-4939 • Fax (207) 685-3420****Email: Readfield@roadrunner.com****MEMO**

To: Fayette, Readfield, & Wayne Select Boards
From: Eric Dyer, Readfield Town Manager
Aaron Chrostowsky, Wayne Town Manager
Date: April 7, 2016
Re: Town of Fayette Inclusion at the Readfield & Wayne Transfer Station

Analysis and Background:

Fayette – Currently, the Town of Fayette pays four distinct fees for waste removal services, in addition to user fees for certain waste items paid at the point of disposal. Households individually pay an estimated \$300 per year or \$25/ month in **town-mandated** collection fees for waste collection and transport to Jay. The Town of Fayette pays an access fee for each resident. The waste is tipped (disposed) in Jay and the Town of Fayette is billed separately for Solid Waste (MSW) and Recyclables. Residents are able to bring bulky waste to Jay for a user fee, or free to a seasonal collection in Fayette. They are also able to deliver Construction and Demolition Debris (CDD) to Jay for a fee. Their cost structure and current costs are included in the table below. The combined costs for services paid to the Town of Jay, outside of user fees paid for bulky items and CDD, are \$39,374.77. The cost of collection to households is an estimated \$147,300. The Total Cost of Waste Disposal to Fayette residents is approximately \$186,647.77.

Current Fayette Financial Model

Fee	Units	Unit Cost	Total Cost
Waste Collection	491 Households	\$300/year	\$147,300
MSW	374.26 Tons	\$91.66/ton	\$34,304.67
Recycling	38.54 Tons	\$65.00/ton	\$2,505.10
Access	1140 Residents	\$2.25 /resident	\$2,565
Total Cost:			\$186,647.77

Readfield & Wayne – Currently, the Towns of Readfield and Wayne share operational expenses and revenues for the Transfer Station equally. Residents pay for the bulk of these services through taxes, but pay several per item user fees similar to Fayette residents at the Jay Transfer Station. Trash collection is available, but **not mandatory** in these towns and most residents deliver to the Transfer Station to avoid the cost and take advantage of additional services. Residents can deliver bulky waste and CDD for a fee, brush for free, and have access to the “Swap Shop” for depositing and collecting items for re-use. Net operating costs for the Readfield and Wayne Transfer Station are estimated to be \$215,995 for the coming fiscal year. Capital expenses are estimated at \$15,000 annually and are currently carried by the Town of Readfield, with limited exception. The combined net facility cost is \$230,995.

Proposal:

Following review by the Solid Waste and Recycling Committee and both Select Boards, the Towns of Readfield and Wayne are pleased to make the following initial proposal to the Town of Fayette, with the understanding that much more work will be needed in the coming months. This work will include preparation of a binding agreement, legal review, and voter approval as appropriate.

A preliminary one-year contract is being proposed that would establish Fayette as a customer of the Readfield and Wayne Transfer Station under limited conditions and commit the Town of Fayette to good faith negotiations during the contract period to enter into an interlocal agreement as a **full share partner** with the Towns of Readfield and Wayne by the end of the contract period.

In **Year 1**, the transporting and tipping of waste will be provided at cost to the Town of Fayette so that variations in volumes or disposal costs will not result in a profit or loss for any town. The Towns of Readfield and Wayne will split a modest access fee revenue in order to provide service to Fayette at essentially the same cost currently being paid to Jay. Only commercial haulers will have access to the transfer Station for solid waste and recycling delivery. Fayette residents will be permitted to dispose of CDD and bulky waste at the same cost as Readfield and Wayne residents. This arrangement is very similar to the arrangement Fayette currently has with Jay.

Year 1 Financial Model

Fee	Units	Unit Cost	Total Cost
Waste Collection	491 Households	\$300/year	\$147,300
MSW	375 Tons	\$71.00/ton	\$26,625
Recycling	39 Tons	\$60.00/ton	\$2,340
Access	1140 Residents	\$10.00 /resident	\$11,400
Total Cost:			\$187,665

In **Year 2**, and beyond, following adoption of the comprehensive interlocal agreement developed during the prior year, the residents of Fayette will be provided with full access to the Transfer Station at a cost proportional to their share of the net expenses of the facility using the State of Maine valuation of each participating Town as a basis. All expenses and revenues will be equitably shared by all participating towns, including operating and capital outlay expenses. The cost of service for residents of Fayette provided through tax dollars will increase, but the overall cost to Fayette residents could significantly decrease by removing the mandate for paid collection services and permitting them to deliver their waste directly. If 25% of Fayette households opt to bring their waste to Readfield the net impact will be a savings of \$36,825, which will more than offset the \$30,153 increase in municipal fees. **Fayette residents will have the benefits of access to a full-service transfer station with a small increase in their tax bill (we estimate \$30 for a median property assessment of \$160,000) but would have the option of saving \$300 annually.** As a continuation of this thinking, Fayette residents could save an estimated \$88,380 in fees if 60% of residents opted to bring their waste to Readfield, which we believe will be a conservative estimate within a few years based on participation rates in Wayne.

Year 2+ Financial Model

Town	State Valuation Multiplier	Net Operating Cost	Capital Cost	Total Cost
Readfield	(\$262,500,000) 43% of total	\$252,416	\$15,000	\$114,989
Wayne	(\$188,500,000) 31% of total			\$82,899
Fayette	(\$163,450,000) 26% of total			\$69,528
	(\$614,450,000) 100%	TOTAL		\$267,416

Fayette Estimated Annual Household Cost (with self-delivery of waste in years 2+)

	Current Year	Year 1	Year 2+
Annual Household Cost	\$380	\$382	\$142

Another consideration is distance/ time residents and haulers travel to the Transfer Station from Fayette. According to rough estimates on Google Maps:

Distance/ Time (Roundtrip) from:

- Fayette Town Office (2589 Main Street, Fayette, ME) to Jay Transfer Station (800 Main Street, Jay, ME) is 13 miles (26 miles) / 20 minutes (40 minutes).
- Fayette Town Office (2589 Fayette, ME) to Readfield Transfer Station (80 North Road, Readfield, ME) is 9 miles (18 miles) / 13 minutes (26 minutes).

Estimated savings: 4 miles (8 miles) / 7 minutes (14 minutes)

Conclusion:

Including Fayette in the Transfer Station as a **full share partner** will provide financial and operational benefits to all towns involved, but the benefits to Fayette are summarized as follows:

- The town of Fayette will save money
- The town of Fayette will have access to more services
- The town of Fayette will have the option to participate in managing the costs, benefits, and service levels of their shared waste management system and have equal representation on a Solid Waste and Recycling Committee
- The town of Fayette will benefit from a more stable waste management system
- The town of Fayette will have the time and opportunity to ensure that an interlocal agreement is the right choice for their residents

Thank you for your consideration of this proposal, and we look forward to your response.

EXHIBIT 3

Town of Fayette Fiscal Year 2017 Billing Schedule

July 1, 2016 - June 30, 2017

	July	August	September	October	November	December	January	February	March	April	May	June
1/12 of Assessment	\$ 950.00	\$ 950.00	\$ 950.00									
Assessment Sub-total	\$ 950.00	\$ 950.00	\$ 950.00									
+												
Historic MSW Tons	\$ 34.22	\$ 33.65	\$ 32.89	\$ 26.14	\$ 23.94	\$ 30.43	\$ 21.42	\$ 20.86	\$ 19.49	\$ 30.32	\$ 25.74	\$ 32.22
OR												
Actual MSW Tons	N/A	N/A	N/A									
x												
Cost of MSW Disposal	\$ 71.00	\$ 71.00	\$ 71.00	\$ 71.00	\$ 71.00	\$ 71.00	\$ 71.00	\$ 71.00	\$ 71.00	\$ 71.00	\$ 71.00	\$ 71.00
MSW Sub-total	\$ 2,429.62	\$ 2,389.15	\$ 2,335.19									
+												
Historic Recycled Tons	\$ 4.79	\$ 4.23	\$ 4.00	\$ 3.03	\$ 2.90	\$ 3.90	\$ 4.34	\$ 3.28	\$ 2.97	\$ 3.92	\$ 3.37	\$ 4.11
OR												
Actual Recycled Tons	N/A	N/A	N/A									
x												
Cost of Recycling	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00
Recycling Sub-total	\$ 287.40	\$ 253.80	\$ 240.00									
TOTAL	\$ 3,667.02	\$ 3,592.95	\$ 3,525.19									

NOTES:

Total Assessment is based on a \$10 fee paid per Fayette resident, estimated at 1,140

Historic Tonnages are based on 2014 information provided by the Town of Fayette

Actual Tonnages will be measured by commercial truck scale once installed at the facility

Disposal costs are based on average combined tipping and hauling costs for each respective waste stream for the 2015 calendar year for the Readfield & Wayne Transfer Station

**POST ISSUANCE COMPLIANCE PROCEDURES
USE OF TAX-EXEMPT BOND FINANCED PROPERTY AND PROCEEDS
TOWN OF READFIELD, MAINE**

Description of Indebtedness: Certain bonds, notes, leases or other debt obligations described in Schedule A hereto as it may amended from time to time (the "Bonds")

Description of Property: Certain property described in Schedule A hereto as it may amended from time to time (the "Bond-Financed Property")

Date of Approval by Municipal Officers: August 8th, 2016 (the "Approval Date")

I. Post Issuance Compliance Officer

In order to facilitate continuing compliance with certain federal income tax requirements applicable to the tax-exempt status of the Bonds, the Town of Readfield, Maine (the "Issuer") has appointed its Treasurer to act as the official who will be responsible for carrying out and monitoring the Issuer's compliance with such requirements (the "Tax Compliance Officer"), including any such requirement set forth herein or in any document delivered by the Issuer in connection with the Bonds, including any non-arbitrage and use of proceeds certificate or comparable document.

II. Tax Compliance

To carry out such responsibility, the Tax Compliance Officer understands that, on or prior to the occurrence of any of the following events, the Tax Compliance Officer will consult with Preti, Flaherty, Beliveau & Pachios LLP, bond counsel to the Issuer ("Bond Counsel"), to ascertain what effect, if any, the contemplated action may have on the tax-exempt status of interest on the Bonds. In certain circumstances it may be necessary for the Issuer to take promptly a remedial action under Treasury Regulation Section 1.141-12 to preserve the tax-exempt status of interest on the Bonds. In other cases, remedial action under the regulations may not be available for a violation and the Issuer may need to consider the Voluntary Closing Agreement Program of the Internal Revenue Service. The Tax Compliance Officer will also undertake a review of the tax status of the Bond-Financed Property within thirty (30) days after (a) the Approval Date and (b) each anniversary of the Approval Date.

Change of ownership of the financed property -- if the ownership of any portion of the Bond-Financed Property is transferred to anyone, other than a State or local governmental unit, prior to the earlier of the end of the expected economic life of the Bond-Financed Property or the final maturity date of any Bond financing (or refinancing) the property.

Private business use of the Bond-Financed Property -- if any portion of the Bond-Financed Property will be used by anyone other than a State or local governmental unit or members of the general public who are not using the property in the conduct of a trade or business. Examples of uses that can give rise to private business use include use by a person as an owner, lessee, purchaser of the output of facilities under a "take" or "take or pay" contract, purchaser or licensee of research, a manager or independent contractor under certain management or professional service contracts or any other arrangement that conveys special legal entitlements (e.g., arrangement that conveys priority rights to the use or capacity of the financed property) for beneficial use of the property financed with proceeds of tax-exempt debt or special economic benefit.

Leases of the Bond Financed Property -- if any portion of the Bond-Financed Property is to be leased, or otherwise subject to an agreement which gives possession of any portion of the Bond-Financed Property to anyone, other than a State or local governmental unit.

Private Loan of Bond Proceeds -- if any portion of the proceeds of the Bonds (including any investment earnings thereon) are to be loaned by the Issuer.

Management agreement or service agreement -- if any portion of the Bond-Financed Property is to be used under a management contract or professional service contract (e.g., medical or dining services), other than a contract for services that are solely incidental to the primary function of Bond-Financed Property, such as janitorial services or office equipment repair.

Naming rights agreements for the Bond-Financed Property -- if any portion of the Bond-Financed Property will become subject to a naming rights or sponsorship agreement, other than a "brass plaque" dedication.

Research using the Bond-Financed Property -- if any portion of the Bond-Financed Property will be used for the conduct of research under the sponsorship, or for the benefit of, any organization other than a State or local governmental unit.

Sinking fund or pledged fund -- if the Issuer, or any organization related to the Issuer, identifies funds which are expected to be used to pay debt service on the Bonds or to secure the payment of debt service on the Bonds, other than those funds or accounts described in the certificates, agreements and other documents delivered with the Bonds.

Refunding or modification of Bonds -- if the Issuer is considering refunding or reissuance of the Bonds or any modification of the Bonds or any agreement or document which was delivered on behalf of the Issuer in connection with the issuance of the Bonds.

III. Tax Recordkeeping

The Internal Revenue Service has advised issuers of bonds, notes, leases or other debt obligations that they have post-issuance recordkeeping responsibilities that are necessary to satisfy the Internal Revenue Service in the event of any future audit of any such bonds, notes, leases or other debt obligations. In order to carry out such recordkeeping responsibilities with respect to the Bonds, the Tax Compliance Officer shall create and maintain, or cause to be created and maintained, records of:

1. Purchases or sales of investments made with proceeds of Bonds (including amounts treated as "gross proceeds" as a result being part of a sinking fund or pledged fund) and receipts of earnings on those investments;
2. The final allocation of the proceeds of the Bonds to expenditures;
3. Information, if applicable, that will be sufficient to demonstrate to the Internal Revenue Service upon an audit of the Bonds that the Bonds have complied with one or more available spending exceptions to the arbitrage rebate requirement applicable to the Bonds;
4. Information and calculations, when applicable, that will be sufficient to demonstrate to the Internal Revenue Service, upon an audit of the Bonds, for which an exception to the arbitrage rebate requirement was not applicable, that the rebate amount, if any, that was payable to the United States of America with respect to investments made with gross proceeds of the Bonds was calculated and timely paid to, and that Form 8038-T was timely filed with, the Internal Revenue Service;
5. Information and records showing that (a) investments held in yield-restricted advance refunding or defeasance escrows for Bonds, and (b) investments made with unspent proceeds of Bonds after the expiration of the applicable temporary period, were not invested in higher-yielding investments;
6. Information and records regarding any use of proceeds of Bonds to make or finance a loan to any person other than a State or local governmental unit;

7. Information and records regarding the continued use and ownership of the Bond-Financed Property, including records related to the initial and each annual review of the tax status of the Bond-Financed Property; and

8. Any use arrangement affecting the Bond-Financed Property which results in private business use of any portion of the Bond-Financed Property.

Such records will be maintained by the Tax Compliance Officer for the period required by the U.S. Internal Revenue Code and as may be described in the non-arbitrage and use of proceeds certificate (or comparable certificate or agreement) delivered by the Issuer in connection with the issuance of the Bonds.

IV. Schedule A

As of the date of issuance or delivery by the Issuer of any bond, note, lease or other debt obligation interest on which is excluded from gross income for federal income tax purposes, the Tax Compliance Officer will modify Schedule A hereto to include such bond, note, lease or other debt obligation and information related thereto. After such date of issuance or delivery, the requirements, responsibilities and procedures set forth herein shall apply to, and be carried out with respect to, any such bond, note, lease or other debt obligation.

V. Training

When appropriate, the Tax Compliance Officer and other Issuer employees under the direction of the Tax Compliance Officer will attend training programs offered by the U.S. Internal Revenue Service, the Government Finance Officers Association, Bond Counsel or other organizations or persons with recognized expertise with respect to the requirements, responsibilities and procedures set forth herein. When another person becomes Tax Compliance Officer, the Treasurer shall appoint the outgoing Tax Compliance Officer, Bond Counsel or both to provide suitable training of the incoming Tax Compliance Officer with respect to the requirements, responsibilities and procedures set forth herein.

TOWN OF READFIELD, MAINE
POST ISSUANCE COMPLIANCE PROCEDURES
BONDS AND BOND-FINANCED PROPERTY
SCHEDULE A

Date of Issue	Obligation Type	Original Issue Amount	Final Maturity Date	Bond-Financed Property	Expected Economic Life	Refinancing Information
08/01/08	GOB	1,500,000	08/01/18	Road Infrastructure	20 years	N/A
07/24/13	GOB	700,000	07/24/20	Road Infrastructure	20 years	N/A
06/04/14	Lease	9,180	06/04/19	Copier	6 years	N/A
11/30/15	Lease	9,570	11/30/18	Zero Turn Mower	12 years	N/A
05/17/16	Lease	54,150	05/17/18	1-ton Truck	12 years	N/A

"GOB" means general obligation bond.
 "BAN" means bond anticipation note.
 "GAN" means grant anticipation note.
 "TAN" means tax anticipation note.
 "QSCB" means qualified school construction bond.
 "Lease" means a lease purchase or similar agreement.
 "PAB" means private activity bond.

REQUEST FOR PROPOSALS MARANACOOK LAKE OUTLET DAM MODIFICATION: DETAILED ENGINEERING DESIGN

TOWNS OF READFIELD AND WINTHROP, MAINE
MARANACOOK LAKE OUTLET DAM COMMITTEE

*Readfield Board of Selectmen
August 8, 2016
Item # 17-038*

The Towns of Readfield and Winthrop, Kennebec County, Maine, are soliciting proposals for engineering services to provide final engineering design, drawings, and specifications for modification of the Maranacook Lake Outlet Dam; to prepare required permit applications; and to assist the Towns with the construction bid process. A preliminary engineering study of dam modification options has been completed and a conceptual design has been selected. The project will be overseen by the Towns' Maranacook Lake Outlet Dam Committee. **Proposals are due August 30, 2016**, details below.

Background

Maranacook Lake is a 1700 acre lake located in the Towns of Readfield and Winthrop, Kennebec County, Maine. **The Maranacook Lake Outlet Dam** is jointly owned by both Towns and is located adjacent to 97 Bowdoin Street, Winthrop, Maine. The Towns have authorized the Maranacook Lake Outlet Dam Committee (hereafter called "the Committee") as their representatives charged with making recommendations to the Towns regarding maintenance needs, including structural modifications to the dam. This RFP was prepared by the Committee.

The Maranacook Lake Outlet Dam is a concrete structure consisting of two spillways and one small gate. The Cobbossee Watershed District is the local water level management authority for Maranacook Lake. In recent years the lake level has risen above full pond for unsatisfactory frequencies and durations and seasonal water levels goals are not being met. A hydrologic study of the Maranacook Lake watershed was completed in February 2015 by Northstar Hydro, Inc. which included developing a hydrologic model of the watershed and a hydraulic model of the dam. A preliminary engineering study followed in which potential dam modification options were examined, including their hydraulic performance based on Northstar Hydro's model.

Project Summary

The Committee has selected a specific structural modification concept for the Maranacook Lake Outlet Dam that will increase outflow capacity and improve water level management capability at the dam. The conceptual design was determined from the Maranacook Lake Outlet Dam Preliminary Engineering Study conducted by GEI Consultants and Northstar Hydro, report submitted January 2016.

- **This RFP is for a project to provide dam modification final design and specifications at the detail level suitable for soliciting bids, obtaining permits, and performing construction.**
- **The engineering contractor will also prepare and submit applications for required permits; prepare bid packages and assist Towns with review of bids for construction contractor selection.**
- **Structural modification of the Maranacook Lake Outlet Dam is targeted for 2017. Bids on the construction project need to be received in March 2017 in order to meet the Towns' deadlines for budgeting.**

Anticipated project steps:

1. Review the existing Preliminary Engineering Study (GEI, Northstar, 2016) and meet with the Committee to establish the design parameters and specifics.
2. Establish a ledge profile at the dam site by means of manual probing; provide surveyed elevations of the ledge profile.
3. Develop the final design for the dam renovation construction project.
4. Meet with the Committee to review the preliminary and final detailed designs.
5. Prepare engineering drawings for construction.
6. Prepare construction specifications, including construction schedule; review with Committee.
7. Develop final cost estimate.
8. Prepare permit applications for all State or federal permits required.
9. Prepare construction bid packages. Be available for consultation during Committee review of construction bids.

Project Timeline

1. Mandatory pre-proposal site visit at Maranacook Lake Outlet Dam: **Tuesday, August 16, 2016, at 11:00 a.m.**
2. Questions due: Tuesday, August 23, 2016.
3. **Proposals due** at Winthrop Town Office: **Tuesday, August 30, 2016, at 3:00 p.m.** (see 'Submittal Requirements' section).
Proposals opened at Winthrop Town Office: **Tuesday, August 30, 2016, at 3:15 p.m.**
4. The Towns may exercise an option to interview any proposers prior to selection.
5. Proposals, with Committee recommendations, considered for approval by Town of Readfield and Town of Winthrop: on or before Monday, September 19, 2016.
6. Contract signed within 7 days of governing bodies' approval.
7. Final Engineering Design due: January 13, 2017.
8. Project goes out to bid: February 10, 2017.

Available site-specific resources/data to be used in Maranacook Lake Dam Detailed Engineering Design project:

- The *Maranacook Dam Hydrologic Study Report*, February 2015, by Northstar Hydro, Inc. should be reviewed. Electronic copy available from cwd@fairpoint.net.
- The *Maranacook Lake Outlet Dam Preliminary Engineering Study* conducted by GEI Consultants and Northstar Hydro, report submitted January 2016, review required. Electronic copy available from cwd@fairpoint.net.
- Survey data for the Maranacook Lake Outlet Dam (2014) and for the downstream Main Street bridge and the Mill Stream dam at Winthrop Commerce Center building on Main

Street (2015), provided by Main-Land Development Consultants as part of the above-mentioned studies. Data are NAVD 1988.

- The Cobbossee Watershed District (CWD) should be consulted for any information needed regarding water level management goals and historical water level data (1977 to present). CWD staff person chairs the Maranacook Lake Outlet Dam Committee.

Scope of Services

1. The Contractor will design a structural modification of the existing Maranacook Lake Outlet Dam in Winthrop for the purpose of water level management control. The design will be based on a conceptual design selected by the Maranacook Lake Outlet Dam Committee, utilizing the *Maranacook Lake Outlet Dam Preliminary Engineering Study*, January 2016.
2. The Contractor will establish a basic ledge profile at the dam, as specified in the Anticipated project steps, #2, prior to designing a new outflow control structure for the dam.
3. The Contractor will prepare preliminary and final detail engineering drawings and all construction specifications, as well as a final cost estimate, for the dam modification project.
4. The Contractor will prepare permit applications to the Maine Department of Environmental Protection, and other required permits to be identified with the Committee.
5. The Contractor will prepare bid documents for the construction project. The bid proposals received by the Towns will be reviewed by the Committee with final selection approved by the Towns. The Contractor will be available for consultation as needed by the Committee, at hourly fees agreed upon in the services contract.
6. Final drawings and specifications shall be sealed by a Professional Engineer who is licensed to practice in the State of Maine.
7. The Contractor will meet with the Maranacook Lake Outlet Dam Committee during the project. There will be an initial meeting to review the Committee's design objectives and design specifications and to discuss the project approach. Other meetings are anticipated for reviewing preliminary design drawings as well as final design, specifications, schedule, and cost, prior to preparation of bid packages. The Contractor will consult with the Committee during the project regarding project progress and issues and will be available to answer questions via telephone or email. The Contractor shall provide in the proposal hourly rates for change in work, such as additional meetings.

Deliverables

- 1) Preliminary and final engineering design drawings.
- 2) Construction specifications and schedule.
- 3) Final cost estimate.
- 4) Permit applications.
- 5) Construction bid packages.

Requirements for Potential Contractors (Proposers):

Site visit

1. Interested Proposers or their agents are required to meet with representatives of the Committee at the Maranacook Lake Outlet Dam adjacent to 97 Bowdoin Street, Winthrop, Maine on **Tuesday, August 16, 2016, at 11:00 a.m.** Parking is available across the street from the dam at the Norcross Point public use area on Bowdoin Street, Winthrop, Maine.
2. The Towns disclaim any and all responsibility for injury to Proposers, their agents or others while examining the sites or at any other time.

Submittal Requirements

1. A written narrative that addresses the above-stated Scope of Services and includes:
 - a. a brief statement regarding the Proposer's understanding of the project;
 - b. a description of the proposed approach and schedule;
 - c. availability to consult with the Committee during the project;
 - d. a description of the final products;
 - e. total cost of services described in this RFP;
 - f. qualifications, including relevant experience of employees that will be assigned to this project.
2. The proposal must be signed by the Proposer with its full name and address.
3. Each Proposer is required to state in its Proposal: the Proposer's name and place of business and the names of persons or parties interested as principals with it; that the Proposal is made without any connection with any other Proposer making any proposal for the same services; and that no person acting for or employed by either 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.
4. **Proposals are due by 3:00 p.m., Tuesday, August 30, 2016.** Proposals received after this scheduled time shall not be considered. Three copies of each proposal must be submitted in sealed envelopes marked as PROPOSAL, **Maranacook Lake Outlet Dam Modification: Detailed Engineering Design**, to Peter Nielsen, Town Manager, at the Winthrop Town Office, 17 Highland Avenue, Winthrop, Maine, 04364. In addition, an electronic copy on a flash drive shall be submitted with the hard copies of the proposal. No faxed or emailed proposals will be accepted.
5. Proposals will be opened at 3:15 p.m., Tuesday, August 30, 2016 at same location. All Proposers are welcome to attend the public opening.

Acceptance/Rejection

The Towns reserve the right to reject any or all proposals received in response to this RFP.

Incurred Cost, Insurance, and Other Requirements

1. Proposers are responsible for all of their costs in preparing and submitting proposals hereunder. No Proposals may be withdrawn within a period of thirty (30) days after the opening of proposals.
2. The successful Proposer shall be required to sign an agreement substantially similar to the attached Exhibit 1 Services Agreement.
3. Before commencing work under the Services Agreement, the successful Proposer shall produce evidence satisfactory to the Town of insurance coverage and personal property tax payment as required in Exhibit 1.
4. All Services to be furnished to the Towns shall be performed with equipment, methods and use of personnel in accordance with the pertinent Occupational and Safety and Health Act requirements of the State of Maine and the United States.

Contact information

Questions should be submitted to:

Wendy Dennis, Chair, Maranacook Lake Outlet Dam Committee

[cwg@fairpoint.net](mailto:cwd@fairpoint.net)

207-377-7111

Date: August 9, 2016

EXHIBIT 1.

SERVICES AGREEMENT**MARANACOOK LAKE OUTLET DAM MODIFICATION: DETAILED ENGINEERING DESIGN**

THIS AGREEMENT is made this _____ day of September, 2016, by and between the Towns of Readfield and Winthrop, municipal corporations existing under the laws of the State of Maine and located in the County of Kennebec, State of Maine (hereinafter "TOWNS") and _____ (hereinafter "CONTRACTOR").

The CONTRACTOR shall furnish all of the services, materials and perform all of the work as described in the Request for Proposals for Maranacook Lake Outlet Dam Modification: Detailed Engineering Design issued August ____ 2016, by the Town Managers, and shall do so in accordance with the CONTRACTOR's Proposal dated _____, 2016.

The CONTRACTOR must maintain professional liability insurance of \$ _____ for 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 TOWNS a Certificate of Insurance naming the TOWNS as additional insureds prior to the start of any work under this agreement. The TOWNS disclaim any and all responsibility for injury or damages to the CONTRACTOR, its agents, or others at any time during this agreement.

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 TOWNS' prohibitions against workplace violence, sexual harassment, and political activities in Readfield or Winthrop while working in Readfield or Winthrop.

Indemnification. To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold TOWNS harmless from and against any liabilities, claims, damages, and costs (including reasonable attorney's fees) to the extent caused by the negligence or willful misconduct of CONTRACTOR in the performance of services under this Agreement.

Performance Standards & Warranty. CONTRACTOR will perform its services under this Agreement in a manner consistent with that degree of skill and care ordinarily exercised by members of CONTRACTOR'S profession currently practicing in the same locality under similar conditions. CONTRACTOR makes no other warranties or representations, either expressed or implied, regarding the services provided hereunder.

Limitation of Liability. To the fullest extent permitted by law, the total liability, in the aggregate, of CONTRACTOR and its officers, directors, employees, agents, and independent professional associates and consultants, and any of them, to TOWNS and any one claiming by, through or under TOWNS, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to CONTRACTOR'S services, the project or this Agreement, will not exceed available proceeds from CONTRACTOR'S insurance. This limitation will apply regardless of legal theory, and includes but is not limited to claims or actions alleging negligence, errors, omissions,

strict liability, breach of contract, breach of warranty of CONTRACTOR or its officers, directors, employees, agents or independent professional associates or consultants, or any of them. TOWNS further agree to require that all contractors and subcontractors agree that this limitation of CONTRACTOR'S liability extends to include any claims or actions that they might bring in any forum.

Consequential Damages. CONTRACTOR and TOWNS waive consequential damages, including but not limited to damages for loss of profits, loss of revenues, and loss of business or business opportunities, for claims, disputes or other matters in question arising out of or relating to this Agreement.

The TOWNS shall remit to the CONTRACTOR a payment of \$ _____ by the first warrant following satisfactory completion of Tasks 1 through ____ of the Scope of Services, and a payment of \$ _____ by the first warrant following satisfactory completion of all services. The total payment shall be shared by the Town of Readfield and the Town of Winthrop according to their pro-rata shares stated in the Inter-Local Agreement for Management of the Maranacook Lake Outlet Dam, amended January 13, 2014. The TOWNS reserve the right to withhold payment should it be determined that the CONTRACTOR has not performed the services required as stated in the REQUEST FOR PROPOSALS.

Witness TOWN of READFIELD

By: _____
Eric Dyer, Town Manager

Witness TOWN of WINTHROP

By: _____
Peter Nielsen, Town Manager

Witness _____, CONTRACTOR

By: _____

Its: _____

FYI

FUTURE AGENDA ITEMS

Appendix A

Future Agenda Items - Proposed DRAFT

August

Select Board Retreat

EOP Review

September

Town Manager Review and Contract

GA maximums

Automotive graveyard permits

October

Annual Chairs Meeting

Potential Parks / Town Property Committee

Investments recap with Sam Tippet

Future Meetings:

Revision to SWRC Interlocal Agreement

Safety and access issues on Church Road

Record Retention Policy

Consider the framework for a Technology Plan

Upcoming Workshops:

Appeal / hearing process workshop

Personal Property Taxes

Capital Improvements - Planning & Budgeting