

**Readfield Select Board  
Regular Meeting Agenda**

**September 6, 2016**

**Meeting starts: 6:30 PM**

**Meeting ends (unless extended): 8:35 PM**

**Location: Readfield Town Office - Giles Hall**

**Pledge of Allegiance**

**Regular Meeting - 10 minutes**

17-050 - Minutes: Select Board meeting minutes of August 22, 2016. - 5 minutes

17-051 - Warrants: #10 & #11. - 5 minutes

**Communications - 40 minutes**

Select Board communications. - 15 minutes

Town Manager Report - 5 minutes

Boards, Committees, Commissions & Departments - 5 minutes

- Age Friendly Community Committee minutes of August 3, 2016

- Conservation Commission minutes of April 12 and August 9, 2016

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

**Appointments & Re-appointments - 5 minutes**

17-052 - Appoint one member to the Appeals Board.

***Short Break***

**Unfinished Business - 30 minutes**

17-045 - Signing of the Snow and Ice Control Contract and Contract Amendment. - 15 minutes

17-048 - Town Manager review and contract process. - 15 minutes

**New Business - 35 minutes**

17-053 - Set annual General Assistance maximums - 5 minutes

17-054 - Adopt goals identified in the Select Board retreat. - 10 minutes

17-055 - Review recommendations for communication between Select Board members - 10 minutes

17-056 - Consider a contract with the Winthrop Ambulance Service - 5 minutes

17-057 - Other. - 5 minutes

**Future Agenda Items - 5 minutes**

As identified in Appendix A.

Other.

**Adjournment**

Town Manager Review and Contract

GA maximums

Automotive graveyard permits

# **REGULAR MEETING**

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

## Readfield Select Board Regular Meeting Minutes – August 22, 2016 – *Unapproved*

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

**Others Attending:** Eric Dyer (Town Manager), Kristin Parks (Board Secretary), William Starret (Channel 7), G. Marianne Perry, Laurence Perkins, Sue Reay, Steve McGee, Roland Cote, Grace Keene, Dana Therrien, Lenny Reay, Lenny Reay III, Romaine Turyn, Bill Drake, Ann Mitchell, David Hepfner, John Cushing, Kim Whitman, Dave Linton

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

### Regular Meeting

- **17-040 – Minutes: Select Board meeting minutes of August 8, 2016**
  - **Motion** made by Mrs. Sammons to approve the minutes of the August 8, 2016 meeting as amended, **second** by Mrs. Woodsum. **Vote 5-0** in favor.
- **17-041 – Warrants #7 & #8**
  - **Motion** made by Mrs. Sammons to approve Warrants #7 & #8 in the amount of \$54,536.06, **second** by Mrs. Woodsum. **Vote 5-0** in favor.

### Communications

- **Select Board Communications**
  - Mr. Dunham spoke pertaining to the last meeting. feels like he owes everyone an explanation. He voiced his concern regarding outside conversations and putting others on TV and on the spot and how it bothered him. Feels we should be working with the residents and not have such authority over them. As far as his resignation goes, he understands all the politics but he feels as though he should stay and is not ready to turn in his resignation.
  - Mr. Bourgoine voiced his concerns regarding the behavior that happened after the last meeting in the parking lot. He will try to continue the best he can to set a good example and hopes everyone else will do so as well.
- **Town Manager**
  - Mr. Dyer went over his Town Manager report dated for Monday, August 22, 2016.
- **Boards, Committees, Commissions & Departments**
  - **Age Friendly Community Committee – Aging Community Survey**
    - Romaine Turyn spoke regarding the Readfield Aging Community Survey. All survey formats will be collected until October 14, 2016. The survey is confidential and for those 55 and older. Surveys will be on the town website, in the Readfield Messenger and paper copies will be available around town. The committee hopes to have all the information collected and compiled by mid-November and then hold a public meeting to share the results.
  - **Cemetery Committee Minutes of June 20, 2016** - *Thank you all for submitting your minutes.*

**Readfield Select Board**  
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- **Public Communications - Members of the public may address the Select Board on any topic**
  - Lenny Reay voiced his concern regarding complaints and concerns from town residents sent to Mr. Bourgoine and how Mr. Bourgoine will respond. Mr. Bourgoine will make Lenny Reay's letter public record and will respond this week.
  - Dave Hepfner expressed his extreme disappointment the way the Town Manager and Selectboard members reacted to the way Lenny Reay/Reay Construction was treated.
  - Doug Riley, member of Readfield Road Committee, voiced his concern regarding a submission by a resident to be on the Road Committee and talked about the Engineer Creed/Pledge and the Code of Ethics. A copy was submitted to add to public record.
  - Dana Therrien apologized if he offended anyone on the Road Committee and spoke regarding his concerns of the actions of a Selectboard member at the last meeting.
  - Kim Whitman voiced her concern regarding the last meeting and the Road Committee. Gave a few suggestions on ways to avoid issues in the future, possible by making things clearer and more understandable.

**Appointments & Re-Appointments:**

- **17-042 – To accept the resignation of Lenny Reay from the Road Committee**
  - **Motion** made by Mr. Dunham to accept the resignation of Lenny Reay from the Road Committee, **Second** by Mrs. Sammons. **Vote** 5-0 in favor.
- **17-043 – Appoint two members both with 3 year terms to the Road Committee**
  - Three applications have been submitted by Dave Linton, Peter Davis and Dana Therrien.
  - Dana Therrien asked to rescind his appointment application as Dave Linton is highly qualified to continue to be on the committee.
  - Town Manager to have the Road Committee opening posted.
  - Roland Cote, Chair of Road Committee spoke and asked to have David Linton re-appointed.
  - **Motion** made by Mr. Dunham to appoint David Linton with a 3 year term to the Road Committee, **Second** by Mrs. Sammons. **Vote** 5-0 in favor.
  - **Motion** made by Mrs. Woodsum to appoint Peter Davis with a 3 year term to the Road Committee, **Second** by Mrs. Sammons. **Vote** 5-0 in favor.
- **17-044 – Appoint one member to the Solid Waste and Recycling Committee**
  - Bill Drake briefly spoke on why he would like to be back on the Solid Waste and Recycling Committee and looks forward to helping out.
  - **Motion** made by Mrs. Woodsum to appoint Bill Drake to the Solid Waste and Recycling Committee for a period of 3 years or whatever is stated in the Charter, **Second** by Mr. Dunham. **Vote** 5-0 in favor.
  - **Motion** made by Mr. Bourgoine to ask the Adhoc Committee on appointments, as originally constituted, to reconvene to address the Selectboard's single specific request by October 1, 2016 of any recommendations the committee might offer regarding appointment procedures in the instance of the number of applicants exceeding the number of available positions, **Second** by Mr. Dunham. **Discussion:** Brief discussion amongst the Selectboard and why they feel the motion is a good idea to proceed with. Town Manager to contact Cliff Buuck to set up an Adhoc meeting. **Vote** 5-0 in favor.

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**New Business:**

• **17-045 – Snow & Ice Control Contract award**

- Mr. Dyer went over the 2016 Snow and Ice Control Contract Bid Comparison Memo dated August 17, 2016 and available in the Selectboard packet.
- Doug Riley spoke on behalf of the Road Committee regarding the bids received. The bids received were very close in comparison. Recommended by the Road Committee to go with Cushing Construction with Items 1 thru 3, excluded item 4 and then items 5-A thru 5-E.
- Sue Reay spoke on how the contract was looked at only with a one year price and not for projected years to come.
- Steve McGee of McGee Construction spoke and thanked the town for the past 4 years. He discussed his concerns on ways to save money, especially regarding salt. He also voiced his concern regarding the bid documents that were submitted.
- John Cushing of Cushing Construction discussed his bid submitted and why the difference in prices. The sand will come from Belgrade if awarded to Cushing Construction.
- Mr. Dyer discussed the two issues of incompleteness and decided that they were just small informalities. The questions asked were answered for completeness of bid application.
- A brief discussion on the amount of salt and how that is priced and factored in.
- Mr. Dyer spoke briefly on how there are many factors involved in the bid process and pricing/quotes are close.
- The information regarding the No-Salt Base Bid was discussed and the pricing difference. The left over sand/salt is property of the town.
- Sue Reay voiced her concern on incompleteness of a submitted bid at the bid opening.
- **Motion** made by Mr. Bourgoine that we accept the Cushing Construction Bid as recommended by the Road Committee, with open discussion after the motion is made, **Second** by Mr. Parent as purpose of discussion. **Discussion:** The Road Committee did take in consideration of the no-salt base bid and the purchasing of salt by the town and the pricing difference. The vote of the Road Committee was 3-0-1. Recommended by the Road Committee a change order be completed and/or negotiated with Cushing Construction if bid is accepted. Mr. Dunham spoke regarding the 3<sup>rd</sup> bid submitted that was rejected and possibly look into legal advice addressing the bids and if that 3<sup>rd</sup> bid should be open. On August 1<sup>st</sup> Roland Cote made a request to see if Reay Construction was in a conflict of interest and as of today, August 22<sup>nd</sup> he has not received a reply to that email. Mrs. Woodsum spoke in regards to this comment and said that MMA was contacted and they suggested all conflict of interests try to be avoided. Mrs. Woodsum voiced her input on the bid award and that she will support the Road Committee to go along with their recommendation. Mr. Dunham spoke regarding the Conflict of Interest and the MMA legal advice, just doesn't understand to reject the 3<sup>rd</sup> bid, he feels it could be the lowest bid. It was voted that there was a conflict of interest and passed that vote by the Selectboard. Sue Reay spoke regarding the Conflict of Interest Ordinance and when she was a board member and regarding the reply from MMA along with the price of the sand to salt ratio. Mr. Dunham just wanted to point out that the salt issue is still bothering him regarding the pricing difference. Also if legal council says the 3<sup>rd</sup> bid that was rejected should be put into consideration then where does that leave the contract award if one is made at tonight's meeting. **Vote** 4-1, opposed by Mr. Dunham.

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- **17-046 – Select Board retreat follow-up**

- Mr. Bourgoine spoke that the goals were broken into two groups, one in governing good/governing well and the other items are future/long term items. Thank you to all those who helped with the retreat. It was a great day; everyone got along very well and was professional.

- **17-047 – Set the date for a Capital Improvement Plan (CIP) budget & planning workshop**

- The Selectboard and Budget Committee both to be involved.
- Town Manager to contact the Budget Committee regarding the dates and do a Doodle to set the meeting up.
- Create agendas for workshops.
- Preliminary date set for Thursday, September 15, 2016 at 6:00 pm or 6:30 pm with a second date set for Thursday, October 6, 2016 at the same time.

**Motion** made by Mr. Dunham to extend the meeting until 8:55 pm, **Second** by Mrs. Woodsum. **Vote** 5-0 in favor.

- **17-048 – Town Manager review and contract process**

- Consensus of the board that the Chair, Mr. Bourgoine, put together a process to broaden the Town Manager review and have complete by Tuesday, September 6, 2016 meeting.
- Suggested to follow the process template from the last review as it worked well.
- One year will be on October 1, 2016. Mr. Dyer to look to see if there is a timeframe when this is to be completed to follow the contract.
- Two executive sessions for Town Manager review before Selectboard meetings on September 9 (Selectboard review input) and September 18 (Selectboard and Town manager review).
- All comments and input on the process to be sent to Mr. Bourgoine immediately.

- **17-049 - Other**

- **Motion** made by Mr. Dunham to seek legal advice on the Conflict of Interest and the issues that have happened with Reay Construction. **Second** by Mr. Bourgoine to be able to have further discussion on this topic. **Discussion:** Mr. Parent doesn't want to see legal advice sought after if it is to go with past Conflict of Interest but with future topics that may arise. **Vote** 1 to 4, opposed by Mr. Bourgoine, Mrs. Sammons, Mr. Parent and Mrs. Woodsum.
- Future agenda topics discussed; Emergency Operations Plan (EOP) review (October 3 meeting date), Town Manager review and contract, Comprehensive Plan and General Admission maximums. Mr. Dyer asked for advice on how the automotive graveyard permits process is done with the Town of Readfield.
- A CEO workshop to be set up. Discuss the process on how the citizens get to the point where they end up in front of the Selectboard.

**Motion** made by Mr. Parent to adjourn the meeting at 9:00 pm, **second** by Mrs. Sammons. **Vote** 5-0 in favor.

*Minutes recorded by Kristin Parks, Board Secretary*



# **COMMUNICATIONS**

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



Minutes  
Age Friendly Committee Meeting  
August 3, 2016

Present: Romaine Turyn, Marianne Perry, Ann Mitchell, John Moran, Eric Dyer

The meeting was called to order at 9:00 by the Chair.

Ann Mitchell reported on her visit to the Travis Mills Open House in Mount Vernon. The house, formerly the Elizabeth Arden estate, is being renovated to accommodate families of recuperating Veterans. It has 4 units that will be available for one week.

The majority of the meeting was devoted to going over the survey and making additions and deletions. Romaine will consolidate the comments and provide them to Frank O'Hara.

It was decided to continue to meet every two weeks. The next meeting was scheduled for Wednesday August 17<sup>th</sup> at 9:00 in the town office.

Respectfully submitted,  
Romaine Turyn

**Readfield Conservation Commission Minutes**  
**Tuesday March 8, 2016, 6:30 pm, Town Office**  
**Approved April 12, 2016**

Present: David Bagley, Jerry Bley, Greg Durgin, Bruce Hunter, Bob Mohler, Tim Sniffen  
Not present: Martin Hanish, Beth Pritchard, Andy Walsh

Tim S. took meeting notes as Andy W is recuperating from surgery.  
Time was taken to note the deaths of Stefan Pakulski, former Town Manager, and former RCC member Jym St Pierre's father.

February meeting minutes were approved. Thanks Andy.

**New Business**

We reviewed and amended the 2011 RCC Charter and Job Description. Bruce will make the changes and submit them to the Town Committee on Committees.

We reviewed Bruce's proposed 2016 work schedule. It is helpful to have this "to do" list. Specific items will be reported on via the agenda format below.

Bruce will check on due date for Annual Report and do a draft report for review at next meeting. Also Bruce will check on plans or schedule for public meeting(s) to discuss the Town Budget. Someone probably should be present to answer questions about the RCC's budget.

**Old Business**

Mill Stream Dam project –

No new developments. Jerry and Greg will meet with Bob and Jeanne Harris of the Trails Committee this week (3/10) to discuss next steps.

Fairgrounds Ball Field issues –

1. Ball Field Management Policy statement: Greg had checked with Milt Wright, and the policy statement which we forwarded to the Recreation Committee last month was the final format. No reply has been received. Therefore Bruce will submit our "2<sup>nd</sup> draft" as written to the Select Board as our final recommendation.
2. Ball field access road/loam pile: Jerry will check with Eric Dyer, Town Manager, about sending out RFP for building the road, installing a culvert, and hopefully removing the loam pile. The value of the loam should reduce the cost of building the road.
3. Access road gate issues:  
Snowplowing – There had been some discussion of leaving the gate open to push snow off the parking lot. This did not seem necessary this winter.  
Gate lock – Tim demonstrated the latest style of lock which has been recommended. He will explain it to Trails and Recreation Comm. Heads and to town staff before installing.
4. Parking lot snowplowing – Entire parking lot does not seem to need to be plowed in future seasons. Action?

Bridging at Torsey Pond Nature Preserve and Fogg Farm Conservation Area -

We should design the large bridges this summer (with help from Maine Conservation Corps?) and be prepared to apply for Recreational Trail Grant by Dec. 2016 or Jan. 2017. Funding to be budgeted in the 2017-18 fiscal year.

Vernal Pool Data Compilation –

We need to review Dan Meyer's data entry and complete digitalizing our data before asking Stantec to produce a new vernal pool map. Since the student volunteer is not able to assist us, we

considered "advertising" for help in the Readfield Messenger or Community Advertiser. Tim offered to review Dan's work and the materials he used, perhaps with help from Dan and others who might be available during the week.

(Post-meeting Note: I've just remembered from February that we were going to check with Cathy Bevier, Biology professor at Colby, to see if a Colby student might be interested in this project.)

Belle Vue Farm update –

Jerry reported that Maine Farmland Trust is planning to meet with the new owner to discuss an agricultural easement.

#### **Conservation Properties** (additional discussion) –

Town Farm and Forest:

Replacing oldest footbridge – Jerry and Andy made a site visit last month. Measurements of the distance to be re-bridged include the old bridge (25' x 4' w), west side bog bridging (17'), east side bog bridging (27') and a wet stretch farther to west (24'). There were few or no living trees in the vicinity which could be cut for construction, so all lumber would need to be purchased and transported in. They recommended we consider re-routing the trail to a better crossing spot, and perhaps connecting with Howard Lake's Smith Farmstead Trail on the KLT Macdonald property. We will plan a site visit after snowmelt, including Howard.

Note: Howard has offered to assist lumber hauling using ATV if necessary. We will need to purchase lumber before the end of this fiscal year. Hammond Lumber could probably deliver to farmstead area and hauling to final site could be done later.

Snowmobile trail along Town Farm Rd – The Wayne snowmobile club will resume efforts next season.

Fogg Farm Cons. Area:

Jerry and Greg will check with Bob and Jeanne Harris (Trails Comm stewards for FFCA) about installing water bars on new loop trail before erosion takes place.

Fairgrounds:

Erosion control in new ditch near MacDougald Trail – Trails Committee may have questions about our plan to install rolled matting in the ditch this spring. Bruce will check with Gary Keilty. We have envisioned this as a spring student workday project.

The trail easement for the portion of the Lower Fairgrounds Trail which passes through the former Lukas property is now due for renewal. Jerry has handled this before and will check again with the present owners.

#### **Miscellaneous –**

Current status of the Draper Associates parcel next to the Town Forest was discussed. Jerry will check with New England Forestry Foundation.

Meeting was adjourned at approx. 8:30 p.m.

Submitted by Tim Sniffen, substitute secretary

Readfield Conservation Commission Meeting Notes  
Weds, June 15, 2016, 6:30 pm, Town Office  
Approved August 9, 2016

Meeting was moved to Wednesday evening due to Town voting on Tuesday.

Present: David Bagley, Jerry Bley, Greg Durgin, Bruce Hunter, Martin Hanish, Bob Mohlar, Tim Sniffen

Not present: Beth Pritchard, Andy Walsh

Minutes of May meeting were approved.

**Old Business**

Year-end Budget Items:

Teresa Shaw assured Bruce H that all unspent budgeted funds will carry over and may be spent during the upcoming fiscal year. (We think this would not include items funded by property tax.)

From the latest Town financial report, it appears that we have not paid the \$165 Maine Association of Conservation Commissions dues which were budgeted for the current fiscal year. After discussion it was moved and passed 5-1 that we pay these dues. Bruce H will check with MeACC to be sure, request that a bill be sent immediately, and submit it to Teresa Shaw for payment. We did not budget for these dues in the upcoming year.

A motion was made and passed to purchase two 100-stamp rolls of "Forever" first class stamps to be used for future vernal pool project mailings.

Two signs to replace those vandalized this spring have been ordered by Jerry B. He will check order status and ask that bill be sent this week.

All invoices from this fiscal year are due to Town Office by Friday 6/24/16, with absolute deadline first thing Monday a.m., 6/27.

RCC member appointments:

Greg D has been approved for a three-year term. Bruce H will reapply. David B will not reapply. He has served on the RCC for some 40 years.

### Town Conservation Properties:

#### Torsey Pond Nature Preserve –

The previously damaged kiosk appeared to have been moved after it was uprighted and fastened to a large tree by the parking lot. Clif Buuck added lag-screws and metal strapping so that it now appears more secure.

We decided to check with Town Manager Eric Dyer for approval and then request camera surveillance of the area from the Warden Service. Greg D will follow-up at an appropriate time.

#### Fairgrounds –

Greg D has sent notes to Kents Hill School thanking them for their service day help (erosion control for ditch and moving gravel for trails).

The Town Manager has been given our suggestion that only half of the Fairgrounds parking lot needs to be cleared of snow next winter.

#### Town Farm Forest –

The Kennebec Land Trust hike in early May was successful.

Trail closure signs have been placed at several locations, warning about aggressive nesting birds. Most of the TF trails are now temporarily closed to hikers. We expect to reopen them sometime in August.

Plans for replacing the oldest Town Forest footbridge are not complete, and materials cannot be ordered this fiscal year. Those budgeted funds (\$750) will roll over to next year. It was moved and passed that those funds (\$750) may be used for Town Forest or Fairgrounds road repair if needed.

It may be practical to work with Maine Conservation Corps on this footbridge replacement in the upcoming year.

#### Fairgrounds and Town Forest roadwork –

The Town is planning to improve the Fairgrounds ball field access road and the Town Forest center lane (filling low stretches) with Town staff and equipment.

The RCC had approved \$2475 plus the loam which will be used at the cemetery for this work. Now we have added \$750 to this from the footbridge repair (above) making a total of \$3225 from the Readfield Conservation Lands Account plus the value of the loam available for these projects if needed.

#### Fogg Farm Conservation Area –

Rather than install water bars on a steep stretch of the new loop trail, we will reroute that part of the loop. This is a simple process which can be done when convenient. Jerry Bley or Bob Harris, TC)

### Vernal Pool Inventory:

Bruce reported on recent organizing sessions with Tim S and Dan Meyer. We now have the flash drive containing Dan's database work.

Several of us will meet informally in the second week of July to organize work with college student Amy Bley, who plans to complete the process of scanning materials and preparing it for mapping by Stantec and for submission to Maine Dept of IF&W. Leslie Latt of the Wayne Conservation Commission might be a resource for this final stage of the project.

## **New Business**

### Mill Stream Dam Project:

(Stabilizing the old dam structure for safety and improving access to this scenic and historic Town property in the Factory Square area)

\$2700 was raised at the community dinner held May 22 at the Emporium.  
We are waiting to hear from a grant application to the Viles Foundation.  
Jerry B expects to apply for a DEP permit by this fall.  
Greg D thanked Jerry for all his work on this project.

### Capitol Improvements for upcoming year:

We hope to make major repairs or replacements of bridging at Torsey Pond Nature Preserve, and possibly also at the Fogg Farm Conservation Area and the Town Farm Forest in the 2017-18 fiscal year. This work is to be funded by grant(s) and from the Conservation Lands Account (tree harvest receipts).

We look to be ready to apply for a Recreation Trail Grant in the upcoming annual application cycle, deadline either 12/16 or 01/17. We hope to contract with Maine Conservation Corps (MCC) to do the construction, and want their assistance in designing/planning. This planning will need to be done by/during the coming fall.

Consultation with MCC staff costs approx. \$250 per day. We will check with the Town Manager to see if Town grant-writing funds are available for this expense. Jerry B will check with MCC to see when they would be available to consult with us.

Obviously any such major project will be approached in cooperation with the Town Select Board and will require Town Meeting approval.

### July RCC Meeting:

A motion was made and passed not to meet formally in July. Any necessary business will be done by email. At this time our next meeting will be August 9, 2016.

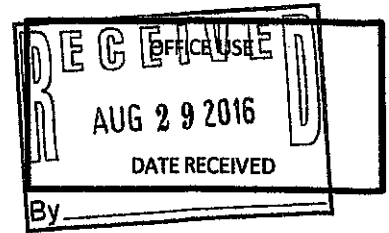
Meeting was adjourned at approx. 8:15 p.m.

Submitted by Tim Sniffen, standing in for Andy Walsh.

**APPOINTMENTS**  
**REAPPOINTMENTS &**  
**RESIGNATIONS**

## 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.

#### Which Board, Committee or Commission

are you applying for?

Board Of Appeals

Term:

3 Year

Do you have previous experience on this board or committee? ☒ Yes ☐ No

Name: Allen J. Curtis

Phone (H): 207-685-9084

Street address: 7 Thunder Castle Road

Phone (C): 207-649-3257

Mailing address: PO BOX 398 7 Thunder Castle Road Readfield, Me 04355-0398

E-Mail: allencurtis60@gmail.com

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

I served on the Selectboard 3 years, Budget Committee 2 Years, Board Of Appeals 2 times, once until elected for SB never met as a BOA meeting did not take place

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

I believe in Citizens support of their town government, and see the Board of appeals, does not have a enough members

To conduct a Legal meeting as their is only 2 current members. I feel this board gives citizens to air disagreements and ask for clairfaction

If you are currently employed, what is your position?

Self Employeed - Owner and CEO - E-Rate New England LLC



## APPLICATION FOR APPOINTMENT FOR:

Name: Allen J. Curtis Position: Board Of Appeals Term: 3 Years

"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: 08/26/2016

### CLERK'S USE BEFORE THE APPOINTMENT

This is a Consecutive Re-Appointment ☐ Yes ☐ No

Was this position advertised? ☐ Yes ☐ No If no, please explain: \_\_\_\_\_

Confirmation from Applicant of attendance at Select Board Meeting if required. ☐ Yes ☐ No

Confirmed meeting date: \_\_\_\_\_, 20\_\_\_\_

### SELECT BOARD APPROVAL

To                                      of Readfield, in the County of Kennebec and State of Maine: There being a position on the                                      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              20\_\_\_\_.

\_\_\_\_\_  
Bruce Bourgoine

\_\_\_\_\_  
Thomas Dunham

\_\_\_\_\_  
John Parent

\_\_\_\_\_  
Christine Sammons

\_\_\_\_\_  
Kathryn Mills Woodsum

### 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

## Maine Revised Statutes

### Title 30-A: MUNICIPALITIES AND COUNTIES HEADING: PL 1987, C. 737,

#### PT. A, §2 (NEW)

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

#### Subpart 3: MUNICIPAL AFFAIRS HEADING: PL 1987, C. 737, PT. A, §2 (NEW)

#### Chapter 123: MUNICIPAL OFFICIALS HEADING: PL 1987, C. 737, PT. A, §2 (NEW)

#### Subchapter 5: BOARD OF APPEALS HEADING: PL 1987, C. 737, PT. A, §2 (NEW)

### §2691. Board of appeals

This section governs all boards of appeals established after September 23, 1971. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

**1. Establishment.** A municipality may establish a board of appeals under its home rule authority. Unless provided otherwise by charter or ordinance, the municipal officers shall appoint the members of the board and determine their compensation.

[ 1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

**2. Organization.** A board of appeals shall be organized as follows.

A. The board shall consist of 5 or 7 members, serving staggered terms of at least 3 and not more than 5 years, except that municipalities with a population of less than 1,000 residents may form a board consisting of at least 3 members. The board shall elect annually a chairman and secretary from its membership. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

B. Neither a municipal officer nor a spouse of a municipal officer may be a member or associate member of the board. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

C. Any question of whether a particular issue involves a conflict of interest sufficient to disqualify a member from voting on that issue shall be decided by a majority vote of the members, excluding the member who is being challenged. [1987, c. 737, Pt. A, §2 (NEW);

1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

**D.** The municipal officers may dismiss a member of the board for cause before the member's term expires. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

**E.** Municipalities may provide under their home rule authority for a board of appeals with associate members not to exceed 3. If there are 2 or 3 associate members, the chairman shall designate which will serve in the place of an absent member. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[ 1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

**3. Procedure.** The following provisions govern the procedure of the board.

**A.** The chairman shall call meetings of the board as required. The chairman shall also call meetings of the board when requested to do so by a majority of the members or by the municipal officers. A quorum of the board necessary to conduct an official board meeting must consist of at least a majority of the board's members. The chairman shall preside at all meetings of the board and be the official spokesman of the board. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

**B.** The secretary shall maintain a permanent record of all board meetings and all correspondence of the board. The secretary is responsible for maintaining those records which are required as part of the various proceedings which may be brought before the board. All records to be maintained or prepared by the secretary are public records. They shall be filed in the municipal clerk's office and may be inspected at reasonable times. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

**C.** The board may provide, by regulation which shall be recorded by the secretary, for any matter relating to the conduct of any hearing, provided that the chair may waive any regulation upon good cause shown. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

**D.** The board may receive any oral or documentary evidence but shall provide as a matter of policy for the exclusion of irrelevant, immaterial or unduly repetitious evidence. Every party has the right to present the party's case or defense by oral or documentary evidence, to submit rebuttal evidence and to conduct any cross-examination that is required for a full and true disclosure of the facts. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

**E.** The transcript or tape recording of testimony, if such a transcript or tape recording has been prepared by the board, and the exhibits, together with all papers and requests filed in the

proceeding, constitute the public record. All decisions become a part of the record and must include a statement of findings and conclusions, as well as the reasons or basis for the findings and conclusions, upon all the material issues of fact, law or discretion presented and the appropriate order, relief or denial of relief. Notice of any decision must be mailed or hand delivered to the petitioner, the petitioner's representative or agent, the planning board, agency or office and the municipal officers within 7 days of the board's decision. [1991, c. 234, (AMD) .]

F. The board may reconsider any decision reached under this section within 45 days of its prior decision. A request to the board to reconsider a decision must be filed within 10 days of the decision that is to be reconsidered. A vote to reconsider and the action taken on that reconsideration must occur and be completed within 45 days of the date of the vote on the original decision. The board may conduct additional hearings and receive additional evidence and testimony as provided in this subsection.

Notwithstanding paragraph G, appeal of a reconsidered decision must be made within 15 days after the decision on reconsideration. [2003, c. 635, §1 (AMD) .]

G. Any party may take an appeal, within 45 days of the date of the vote on the original decision, to Superior Court from any order, relief or denial in accordance with the Maine Rules of Civil Procedure, Rule 80B. This time period may be extended by the court upon motion for good cause shown. The hearing before the Superior Court must be without a jury. [1991, c. 234, (AMD) .]

[ 2003, c. 635, §1 (AMD) .]

**4. Jurisdiction.** Any municipality establishing a board of appeals may give the board the power to hear any appeal by any person, affected directly or indirectly, from any decision, order, regulation or failure to act of any officer, board, agency or other body when an appeal is necessary, proper or required. No board may assert jurisdiction over any matter unless the municipality has by charter or ordinance specified the precise subject matter that may be appealed to the board and the official or officials whose action or nonaction may be appealed to the board. Absent an express provision in a charter or ordinance that certain decisions of its code enforcement officer or board of appeals are only advisory or may not be appealed, a notice of violation or an enforcement order by a code enforcement officer under a land use ordinance is reviewable on appeal by the board of appeals and in turn by the Superior Court under the Maine Rules of Civil Procedure, Rule 80B. Any such decision that is not timely appealed is subject to the same preclusive effect as otherwise provided by law. Any board of appeals shall hear any appeal submitted to the board in accordance with Title 28-A, section 1054.

[ 2013, c. 144, §1 (AMD) .]

#### SECTION HISTORY

1987, c. 737, §§A2,C106 (NEW). 1989, c. 6, (AMD). 1989, c. 9, §2 (AMD). 1989, c. 104, §§A24,C8,C10 (AMD). 1991, c. 234, (AMD). 2003, c. 635, §1 (AMD). 2013, c. 144, §1 (AMD) .

The Revisor's Office cannot provide legal advice or interpretation of Maine law to the public.  
If you need legal advice, please consult a qualified attorney.

# **UNFINISHED BUSINESS**

**TOWN OF READFIELD, MAINE**  
**SNOW & ICE CONTROL CONTRACT**  
**Contract Term: October 1, 2016 through May 1, 2020**

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

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

**1. Contract Services:**

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

<b>ROAD NAME</b>	<b>MILEAGE</b>
Old Kents Hill Road	1.3
Giles Road	0.2
Mill Stream Road	0.25
Thundercastle Road	1.2
Sturtevant Hill Road	2.55
Russell Street	0.38
Huntoon Road ( no turn around )	0.21
Nickerson Hill Road	1.15
Morrill Road	0.2
Harmony Hills Road	0.325
P Ridge Road ( Includes 0.10 of Old County Road)	1.15
Lane Road	0.7
North Wayne Road	0.75
Church Road	2.15
Fogg Road	1.2
Walker Road	0.7
Sadie Dunn Road	0.4
Chase Road	1.05
Mooer Road	0.2
North Road	2.1
Sand/Salt Shed access road	0.25
Wings Mills Road	0.6
South Road	1.7
Tallwood Drive	0.6
Beaver Dam Road	1.0

Memorial Drive	0.25
Stanley Road ( RTE 135 South )	1.1
Adell Road	0.25
Luce Road	1.7
Plains Road	3.35
McKenney Road	0.2
Gay Road	0.5
Rat Mill Hill	0.3
Gordon Road ( RTE 135 North )	2.7
Scribner Hill Road	0.8
Belz Road	0.2
Lakeview Drive	0.3
Hunts Lane	0.13
Balsam Drive	0.39
<b>TOTAL MILES</b>	<b>34.49</b>

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

Entrance to Torsey Pond Road (S)  
 Chase Road by end of Town Road (S&P)  
 North Wayne Road (S&P)  
 Sturtevant Hill - Winthrop Town Line (S&P)  
 Wings Mills Road (P)  
 Church Road - Mount Vernon Line (S&P)  
 Tallwood Drive (S&P)  
 Mill Stream Road (P)  
 McKenney Road (P)  
 Luce Road (S)  
 Gay Road (S)  
 Gile Road (P) (to be constructed in 2016)

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

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

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

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

## **2. Term of Contract.**

The term of the contract is for four (4) years, covering the Winter Season from October 1 to May 1 of each year (hereinafter "Winter Season"), beginning on October 1, 2016 and ending on May 1, 2020. The Town may choose to extend this Contract for an additional year according to the provided bid under all of the terms of this Contract. The Town must notify the Contractor in writing by March 1, 2020 if the Town would prefer to extend the Contract for the fifth additional Winter Season.

## **3. Bonds and Insurance.**

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

## **4. Price and Payment.**

The Town agrees to pay the Contractor in the year **2016-2017** according to the Items identified and accepted by the Select Board in the Bid for Snow and Ice Control Contract. .

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

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



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

## **5. Contract.**

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

## **6. Town's Representative.**

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

## **7. Work Standards.**

(a) The Contractor shall commence plowing and material application operations no later than when snow on the pavement has reached a depth of one inch if the snow is wet and two inches if dry, or within 30 minutes of a snow or icing event or within 30 minutes of a call from the Road Commissioner. Operations will continue until the roads are cleared of snow to the outside shoulders. Sanding will continue as long as roads are slippery. During severe storms or drifting, plows will be operated so as to maintain two-way traffic. Immediately after the extreme conditions have subsided snow will be removed to the outside of the shoulders of the highways. Contractor's equipment must be located to respond appropriately within 30 minute notice. Contractor must have supervisory personnel and radio equipped vehicles situated so that messages of urgency can reach the plowing or sanding vehicles to allow an appropriate response within 30 minutes. The Contractor shall also provide his/her cell phone number, radio frequency and other contact information to the Road Commissioner. If the Contractor fails to respond to any storm event or Road Commissioner's call within 30 minutes, there will be a penalty of \$500 assessed to the next monthly contract payment subject to the reasonable discretion of the Road Commissioner.

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

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

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

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

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

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

#### **8. Equipment Requirements.**

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

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

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

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

All equipment must be maintained by Contractor and be in good operating condition, and is subject to periodic inspection by the Road Commissioner. The Contractor shall provide a complete list and status of all the equipment to be used in this contract prior to October 1, 2016. All equipment must be ready for inspection by October 15th of each contracted year and the equipment must be within a distance so that the Contractor can be plowing within 30 minutes of the start of any snow or icing event or from the time of the Road Commissioner's call. Failure of the equipment to pass the Road Commissioner's approval will constitute breach of this contractual agreement and could be grounds for termination of the contract. Equipment in operation during a snow event is required to perform work solely on the roads and other areas identified in this contract and may not be used for other purposes or locations during a snow event, without prior approval by the Road Commissioner.

#### **9. Sand & Salt Requirements.**

(a) The responsible party will provide sufficient winter sand and salt for operations required by this agreement according to the standards listed below. The Town estimates that the following quantities of solid materials will be required to address a typical winter season: for every mile of 2 lane road use 1) a minimum of 80 cubic yards of sand mixed with 5.3 tons of salt (a 15:1 ratio as measured by volume), plus 5 tons of straight salt for DE-ICING. However, the responsible party will provide enough sand and salt regardless of the number or severity of snow and ice events in each year of the contract.

(b) Maximum gradation of winter sand shall be 3/8 inch, with no more than 5% passing a 200 mm screen. Sand will comply with MDOT standards, and will be

screened to that size prior to use on the road. Certified testing of sand will be at the expense of the responsible party and must be done prior to the first storm. Additional testing or documentation may be requested whenever more sand is added to the shed.

(c) The responsible party must mix 133 pounds of dry salt with each cubic yard of sand before the sand is stockpiled to achieve a 15:1 mix ratio. The Road Commissioner may require periodic calibration and testing of Contractor's salt and sand spreading equipment to ensure efficient and consistent application.

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

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

- Beaver Dam Road and Memorial Drive
- Sturtevant Hill Road and Route 17
- South Road and Route 17
- Harmony Hills Road and Route 17
- North end of Old Kents Hill Road and Route 17.
- Nickerson Hill and Route 17

Plow blades shall be raised as needed at railroad crossings to prevent damage to the track rails.

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

(g) The responsible party will have a minimum of 2500 yards of sand and salt mixed and stockpiled by October 15 of each year that this contract is in effect.

(h) Through the course of each Winter Season, the Contractor will make available

approximately 200 yards of mixed sand and salt to Readfield residents who will pick up this material at a site at the Transfer Station.

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

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

(k) The Contractor shall be responsible for loading their own trucks using their own equipment. The Contractor shall not obstruct access to the salt sand pile by Town Maintenance personnel and equipment

#### **10. Subcontracting.**

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

#### **11. Property Damage.**

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

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

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

to keep said insurance in effect for the duration of the Contract obligations.

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

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

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

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

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

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

### **13. Compliance with Laws.**

The Contractor agrees the contract will be governed by, and Contractor will comply with, all applicable federal and state laws and regulations, especially those relating to safety, health, sanitation and drug testing. Contractor will be responsible for compliance and will hold the Town harmless in cases of violations and/or corrective actions being imposed by regulatory agencies. Contractor agrees to provide certification of a drug testing policy and a list of employee names working under this contract to the Road Commissioner prior to October 15<sup>th</sup> of each year.

### **14. Performance and Payment Bonds, Irrevocable Letter of Credit**

Performance and payment bonds are required. Bonds must be in the amount of 80% of

the contract price and must be procured from a company that is (1) organized and operating in the United States licensed or approved to do business in the State of Maine by the State of Maine Department of Business Regulation, Bureau of Insurance and (2) listed on the latest Federal Department of The Treasury listing for "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies". The bonds must be payable to the "Treasurer - Town of Readfield" and must be on the Town's forms (or exact copies thereof) or must be on forms acceptable to the Town or must not contain any significant variations from said forms as determined in the sole discretion of the Town. By issuing, executing, or becoming potentially obligated under a bond, the surety agrees to be bound by all of the terms of the Contract documents, including those related to the Town's self-help remedy provided in Contract. As an alternative to a performance bond, the Contractor may provide an Irrevocable Letter of Credit for the Town to consider. The decision to use either a bond or letter of credit will be at the Select Board's discretion.

#### **15. Indemnification.**

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

#### **16. Termination.**

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

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

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

At its sole option, the Town, in the event that circumstances allow, may provide the Contractor with an opportunity to cure any of the above deficiencies without waiving its right to terminate.

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

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

#### **17. Financial Responsibility.**

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

#### **18. General Provisions.**

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

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

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



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

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

(f) Record Keeping. The Contractor will keep records of all damage reported to the Contractor and provide these records upon request of the Road Commissioner.

**19. Certifications.**

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

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

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

**CONTRACTOR**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Legally Authorized  
Representative

\_\_\_\_\_  
Name and Title Printed

**TOWN OF READFIELD**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Select Board Chair

\_\_\_\_\_  
Select Board Vice-Chair

\_\_\_\_\_  
Select Board member

\_\_\_\_\_  
Select Board member

\_\_\_\_\_  
Select Board member

\_\_\_\_\_  
Witness to all signatures

**TOWN OF READFIELD, MAINE**  
**SNOW & ICE CONTROL CONTRACT AMMENDMENT**  
**Contract Term: October 1, 2016 through May 1, 2020**

The Municipal Officers for the Town of Readfield herein referred to as "Town", as authorized by the Town Meeting, enter into this amendment to the Snow and Ice Control Contract with Cushing Construction, LLC, of Readfield, Maine, hereinafter referred to as the "Contractor".

The parties agree as follows:

The Town accepted Bid Items 1,2,3, & 5 of the Contractor's Bid on August 22, 2016 with the understanding that Bid Items 2 and 3 would be negotiated further to account for the Town purchase of all salt.

Accordingly, Section 4 of the Snow and Ice Control Contract shall be amended to read:

**4. Price and Payment.**

The Town agrees to pay the Contractor in the first year of the contract (2016-2017) for the Items identified and accepted by the Select Board as follows, requiring the Contractor to:

- Item 1 Provide all labor, equipment, and materials (exclusive of winter salt and sand), for the lump sum price of One Hundred Eighty Seven Thousand Four Hundred Eighty Dollars (\$187,480).
- Item 2 Provide up to 4,000 yards of mixed winter salt and sand, with the salt being provided by the Town, for the lump sum price of Thirty Eight Thousand Four Hundred Thirty Seven Dollars (\$38,437)
- Item 3 Provide additional mixed winter salt and sand, with the salt being provided by the Town, for the per-yard unit price of Nine Dollars & Ninety Eight Cents (\$9.98).
- Item 4 N/A
- Item 5 Provide all labor and equipment to perform the work identified in Section 1, subsections A through D, and labor for subsection E, of this contract for the following hourly prices:

Section 1, subsection A: Seventy Dollars (\$70) Per Hour

Section 1, subsection B: Seventy Dollars (\$70) Per Hour

Section 1, subsection C: Seventy Dollars (\$70) Per Hour

Section 1, subsection D: Seventy Dollars (\$70) Per Hour

Section 1, subsection E: Thirty Six Dollars (\$36) Per Hour

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

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

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

#### **CONTRACTOR**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Legally Authorized  
Representative

\_\_\_\_\_  
Name and Title Printed

#### **TOWN OF READFIELD**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Select Board Chair

\_\_\_\_\_  
Select Board Vice-Chair

\_\_\_\_\_  
Select Board member

\_\_\_\_\_  
Select Board member

\_\_\_\_\_  
Select Board member

\_\_\_\_\_  
Witness to all signatures

Readfield Town Manager Evaluation  
Proposed process 10/1/16 for annual review

The goal of this review is to provide an annual evaluative communication between the Select Board and Town Manager on a formal basis. The features of this particular evaluation are as follows:

- This review is timed to coincide with annual contract renewal
- The annual review is built on common features from the six month review
- The complete immediate prior six month review needs to be confidentially provided to board members as a reference document for consistency in communicating evaluative information prior to review
- The process provides 360° informative direction and helpful feedback to the Town Manager
- The intermediate process provides the Select Board with useful feedback from Town Manager regarding work direction management and challenges

The evaluation format of the annual review is as follows:

- This annual evaluation primarily consists of an oral and written feedback exchange

The review process for intermediate and annual reviews observes the following guidelines:

- Reviews are made in the best interest of the larger community with both openness and confidentiality as appropriate
- The community is aware of how the evaluation process is implemented
- The Board speaks with one voice to the Manager striving for consensus feedback but informing the Manager of ranges of feedback if necessary
- Written reviews are appropriately filed

Town of Readfield  
Annual Town Manager Review – Page 1 of 2

Process: Select Board will complete this form in Executive Session together and present it confidentially to the Town Manager in advance of a second Executive Session which includes the Manager to discuss and engage in two-way feedback. The accompanying 360° component with its tie-in process is illustrated on page 2 of this form. The Board may revise its evaluation based on this discussion. The community is informed that the annual review has been completed and a general characterization of the review is shared.

Each of the following areas are rated with the following indicators and characterized with examples and/or observations.

Indicators:

1. Additional Focus Needed
2. Direction Supports Expectations
3. Expectations Achieved
4. Expectations Exceeded

- Public Service – citizen relations, communications
- Personnel – hiring, managing, staff relations
- Financial – fiscal management, budgeting, budget execution, communication
- Physical Assets – maintenance, planning
- External Relations – contractors, community engagement, resource development
- Professional – conduct, policy development and observation
- Governance – Board/Committee relations and support; technical/professional advice
- Flexibility – reactivity and pro-activity
- Vision – long term planning, resource development, community betterment, innovation
- Personal – work habits, communication, inclusiveness, initiative, relationship building

Additional Feedback

Town of Readfield  
Annual Town Manager Review – Page 2 of 2  
360° Evaluation Procedure

The primary purpose of the 360° evaluation is to inform the Select Board's process and is to be completed prior to the board's completion of their evaluation prior to meeting with the Town Manager. The Board may elect to share information from the 360° feedback as it deems useful.

This part of the evaluation is broken into four components and one or more Select Board members will be appointed as lead persons for gathering and characterizing the feedback received. Since feedback is voluntary, the lead persons will make every effort to characterize feedback in a manner that is balanced. Two questions are provided for each of the first three components.

1. Component – Employees

- Does the Town Manager help you grow as an employee and provides the resource you need to perform your duties to the best of his/her capabilities? Please provide examples.
- Does the Town Manager treat you in a professional and fair manner? Please provide examples.

2. Component – Board, Committee, and Commission Chairs

- Does the Town Manager provide you and your committee with the information and support needed to carry out your mission? Please provide examples.
- Does the Town Manager deal with you and members of your committee in a professional manner? Please provide examples.

3. Component – Major Vendors and Inter-local Partners

- Does the Town Manager communicate with you in a concise manner that assists the understanding of Readfield's needs? Please provide examples.
- Does the Town Manager deal with you in a professional and fair manner? Please provide examples.

4. Component – Public

- Comments are accepted with the following notice:

"The Town Manager is being evaluated at this time by the Select Board for his/her regularly scheduled annual review. Members of the public are invited to constructively comment on his/her performance in relation to their expectations of a Town Manager on behalf of Readfield. Comments must be in writing and may be sent to: \_\_\_\_\_ by \_\_\_\_/\_\_\_\_/\_\_\_\_. Comments are accepted on both a signed or anonymous basis. Your input will help inform the Select Board in the evaluation process. Thank you."

This Employment Agreement & Contract outlines the terms and conditions of employment for the position of Town Manager by and through the Select Board of the Town of Readfield, Maine and Mr. Eric W. Dyer. The effective date of this agreement is October 1, 2016, and will remain in effect until September 30, 2021.

### **Duties and Appointments**

Mr. Eric W. Dyer agrees to perform faithfully and diligently the duties of Town Manager, fulfilling all statutory obligations for Town Manager as described in Maine law, together with obligations as described in Town Manager's Roles and Responsibilities as approved on 02/10/2014, attached hereto as Exhibit A.

It is expected that the Town Manager will also serve the following annual administrative appointments: Tax Collector, Treasurer, Road Commissioner, Transfer Station Manager, and Welfare Administrator as prescribed by the Town of Readfield's ordinances and procedures, including any other municipal positions to which appointed by the Select Board.

### **Salary**

Annual salary shall be payable in accordance with the payroll procedures in place for all Town employees. Annually at the anniversary of this contract a minimum salary change of the Northeast Regional Consumer Price Index for all goods and services for the 12 month period ending in July of the current year will be implemented with the Select Board reserving the right to go higher.

### **Performance Evaluations**

A full 360-degree Performance Evaluation will be conducted annually by the anniversary of employment, including comments developed in advance by Town Manager. Results, including any plans for improvement, will be jointly developed and signed by the Select Board and by the Town Manager and included in the Town Manager's personnel file. Less formal semi-annual reviews will be held to determine progress and any resources or support necessary to help achieve or adjust to evolving priorities. The evaluation tools and documents to be used in the annual and semi-annual evaluations are attached to and incorporated as part of this contract. These documents may be amended by mutual agreement.

### **Personal Time Off**

PTO will be granted at 15 days per year. PTO will be cumulative and any unused balance may be carried forward to subsequent years. Total PTO accrual, at the end of the Fiscal Year, will not exceed 120 hours. Upon separation, the Town will compensate the Town Manager for 100% of all accrued PTO-based upon the Town Manager's salary as of the date of separation.

### **Health and Dental Insurance**

The Town shall pay 100% of the cost of the health insurance for the Town Manager and his family, and 100% of the dental insurance premium for the Town Manager. If the Town Manager elects any additional dependent insurance premiums, the Town Manager shall pay for such cost. Any consideration of a plan change during the contract period will be negotiated jointly by the Select Board and Town Manager.



# DRAFT

## **Retirement/Dependent Care**

The Town participates in the Social Security System. Both the Town and the Town Manager shall make the required respective contribution to the System, the amounts of the contributions to be determined in accordance with federal law. The Town shall also match any contribution made by the Town Manager to the International City Manager's Retirement Corporation or to a town managed dependent care account up to six (6.00%) percent of the Town Manager's annual salary. Payment shall be made to ICMA-RC in accordance with the plan in place for the Town of Readfield.

## **Travel Allowance**

At his discretion, the Town Manager shall use private transportation on Town business. He will be paid for all actual and necessary use of private transportation on Town business at the current IRS mileage reimbursement rate for private vehicles or the actual cost of the transportation for mass transit. Incidental vehicle expenses (tolls and parking) will be reimbursed when documented with any other travel expenses on an expense report along with receipts.

## **Professional Development**

The Town agrees to budget for and pay for the professional dues, subscriptions, travel and seminar registrations and related expenses of the Town Manager for professional participation, meetings, workshops and training adequate to continue his professional development. Said participation on Town time may include the international City Manager's Association, Maine Town and City Manager's Association, and other national, regional, state and local groups that the Town Manager and Select Board agree are desirable. The Town Manager may attend the Maine Municipal Association convention and the Maine Town and City Management annual meeting. Subject to annual budget constraints, the Town Manager may attend either the International City Manager's Association or National League of Cities annual meeting on a biennial basis.

## **Severance Pay**

The Select Board may terminate the Town Manager's contract for cause or malfeasance at any time. No severance payment or continuation of health or dental insurance will be required of the Town.

The Select Board may choose, for any reason, without the requirement to prove cause or malfeasance, to terminate the Town Manager's contract at any time. In this case, the Town will pay the Town Manager a severance amount equal to three months (25%) of the current annual salary, and will continue the Town Manager's health and dental insurance for three months.

The Town Manager will give three months notice in the event he intends to resign his employment with the Town, without any severance pay or additional benefits beyond the date of resignation, unless otherwise negotiated with the Select Board.

The Select Board shall notify the Town Manager on or prior to June 30, 2021 as to whether it wishes to negotiate a renewal of this contract.

# DRAFT

## Indemnification

The Town will defend and indemnify the Town Manager against any tort, professional liability claim or demand or other legal action, whether or not it appears to have merit, arising out of an alleged act or omission occurring in the performance of the Town Manager's duties, except if the claim alleges fraud or other intentional torts or a criminal act, and as prohibited by law. The Town will either litigate or compromise and settle any such claim or suit and pay the amount of any judgment or settlement rendered thereon, whether levied against the Town of Readfield or the Town Manager personally. Indemnification will extend beyond termination of employment, to provide full and complete protection to the Town Manager, by the Town of Readfield, as described herein, for any acts lawfully undertaken or committed as Town Manager, regardless of whether the notice or filing of such a claim or lawsuit occurs during or after the Town Manager's employment with the Town.

## Other Benefits and Obligations

Some other benefits and obligations shall be provided in accordance with the management and Personnel Policies of the Town of Readfield. The provisions in the Personnel Policies on Work Performance Evaluation, Grievances, Discipline and Appeals do not apply to the employment of the Town Manager. In lieu of these procedures, this contract will refer to MMA's guidelines on these items.

## Signatures

### **Town Manager:**

Read and agreed to: \_\_\_\_\_ Date: \_\_\_\_\_  
Mr. Eric W. Dyer, Town Manager

### **Select Board for the Town of Readfield:**

Read and agreed to:

\_\_\_\_\_  
Bruce Bourgoine, Chair

\_\_\_\_\_  
Chris Sammons, Vice Chair

\_\_\_\_\_  
Tom Dunham

\_\_\_\_\_  
Kathryn Mills Woodsum

\_\_\_\_\_  
John Parent

\_\_\_\_\_  
Date

# **NEW BUSINESS**

# **GENERAL ASSISTANCE ORDINANCE**

## **APPENDICES A-D**

### **2016-2017**

Readfield Board of Selectmen  
September 06, 2016  
Item # 17-053

The Municipality of Readfield adopts the MMA Model Ordinance GA Appendices (A-D) for the period of Oct. 1, 2016—September 30, 2017. These appendices are filed with the Department of Health and Human Services (DHHS) in compliance with Title 22 M.R.S.A. §4305(4).

Signed the \_\_\_\_\_ (day) of \_\_\_\_\_ (month) 2016 by the municipal officers:

Bruce Bourgoine

\_\_\_\_\_  
(Signature)

Christine Sammons

\_\_\_\_\_  
(Signature)

Thomas Dunham

\_\_\_\_\_  
(Signature)

John Parent

\_\_\_\_\_  
(Signature)

Kathryn Mills Woodsum

\_\_\_\_\_  
(Signature)

## APPENDIX D - UTILITIES

### ELECTRIC

**NOTE:** For an electrically heated dwelling also see "Heating Fuel" maximums below. But remember, an applicant is *not automatically* entitled to the "maximums" established—applicants must demonstrate need.

1) **Electricity Maximums for Households Without Electric Hot Water:** The maximum amounts allowed for utilities, for lights, cooking and other electric uses *excluding* electric hot water and heat:

<u>Number in Household</u>	<u>Weekly</u>	<u>Monthly</u>
1	\$14.00	\$60.00
2	\$15.70	\$67.50
3	\$17.45	\$75.00
4	\$19.70	\$86.00
5	\$23.10	\$99.00
6	\$25.00	\$107.00

**NOTE:** For each additional person add \$7.50 per month.

2) **Electricity Maximums for Households With Electrically Heated Hot Water:** The maximum amounts allowed for utilities, hot water, for lights, cooking and other electric uses *excluding* heat:

<u>Number in Household</u>	<u>Weekly</u>	<u>Monthly</u>
1	\$20.08	\$86.00
2	\$23.75	\$102.00
3	\$27.70	\$119.00
4	\$32.25	\$139.00
5	\$37.30	\$160.00
6	\$41.00	\$176.00

**NOTE:** For each additional person add \$10.00 per month.

**NOTE:** For electrically heated households, the maximum amount allowed for electrical utilities per month shall be the sum of the appropriate maximum amount under this subsection and the appropriate maximum for heating fuel as provided below.

## APPENDIX E - HEATING FUEL

<u>Month</u>	<u>Gallons</u>	<u>Month</u>	<u>Gallons</u>
September	50	January	225
October	100	February	225
November	200	March	125
December	200	April	125
		May	50

**FOR MUNICIPAL USE ONLY**

## GA MAXIMUMS SUMMARY SHEET

Note: The overall maximums found in *Appendices A, B, C, D, E, and F* are effective from **October 1, 2016 to September 30, 2017.**

### APPENDIX A - OVERALL MAXIMUMS

<u>County</u>	<u>Persons in Household</u>					
	1	2	3	4	5	6
<p><b>NOTE:</b> For each additional person add \$75 per month.</p> <p><b>(The applicable figures from Appendix A, <i>once adopted</i>, should be inserted here.)</b></p>						

### APPENDIX B - FOOD MAXIMUMS

<u>Number in Household</u>	<u>Weekly Maximum</u>	<u>Monthly Maximum</u>
1	45.12	194.00
2	83.02	357.00
3	118.84	511.00
4	150.93	649.00
5	179.30	771.00
6	215.12	925.00
7	237.67	1022.00
8	271.86	1169.00
<p><b>NOTE:</b> For each additional person add \$146 per month.</p>		

### APPENDIX C - HOUSING MAXIMUMS

<u>Number of Bedrooms</u>	<u>Unheated</u>		<u>Heated</u>	
	<u>Weekly</u>	<u>Monthly</u>	<u>Weekly</u>	<u>Monthly</u>
0				
1				
2				
3				
4				
<p><b>(The applicable figures from Appendix C, <i>once adopted</i>, should be inserted here.)</b></p>				

**FOR MUNICIPAL USE ONLY**

**NOTE:** When the dwelling unit is heated electrically, the maximum amount allowed for heating purposes will be calculated by multiplying the number of gallons of fuel allowed for that month by the current price per gallon. When fuels such as wood, coal and/or natural gas are used for heating purposes, they will be budgeted at actual rates, if they are reasonable. No eligible applicant shall be considered to need more than 7 tons of coal per year, 8 cords of wood per year, 126,000 cubic feet of natural gas per year, or 1000 gallons of propane.

## **APPENDIX F - PERSONAL CARE & HOUSEHOLD SUPPLIES**

<b><u>Number in Household</u></b>	<b><u>Weekly Amount</u></b>	<b><u>Monthly Amount</u></b>
1-2	\$10.50	\$45.00
3-4	\$11.60	\$50.00
5-6	\$12.80	\$55.00
7-8	\$14.00	\$60.00

**NOTE:** For each additional person add \$1.25 per week or \$5.00 per month.

### **SUPPLEMENT FOR HOUSEHOLDS WITH CHILDREN UNDER 5**

When an applicant can verify expenditures for the following items, a special supplement will be budgeted as necessary for households with children under 5 years of age for items such as cloth or disposable diapers, laundry powder, oil, shampoo, and ointment up to the following amounts:

<b><u>Number of Children</u></b>	<b><u>Weekly Amount</u></b>	<b><u>Monthly Amount</u></b>
1	\$12.80	\$55.00
2	\$17.40	\$75.00
3	\$23.30	\$100.00
4	\$27.90	\$120.00

***FOR MUNICIPAL USE ONLY***

## Appendix B

Effective: 10/01/16 to 09/30/17

### Food Maximums

Please Note: The maximum amounts allowed for food are established in accordance with the U.S.D.A. Thrifty Food Plan. As of October 1, 2015, those amounts are:

Number in Household	Weekly Maximum	Monthly Maximum
1	45.12	194
2	83.02	357
3	118.84	511
4	150.93	649
5	179.30	771
6	215.12	925
7	237.67	1,022
8	271.86	1,169

**Note:** For each additional person add \$146 per month.



## GA Overall Maximums

### Metropolitan Areas

COUNTY	Persons in Household				
	1	2	3	4	5+
<b>Bangor HMFA:</b> Bangor, Brewer, Eddington, Glenburn, Hampden, Hermon, Holden, Kenduskeag, Milford, Old Town, Orono, Orrington, Penobscot Indian Island Reservation, Veazie	703	777	981	1,227	1,437
<b>Penobscot County HMFA:</b> Alton, Argyle UT, Bradford, Bradley, Burlington, Carmel, Carroll plantation, Charleston, Chester, Clifton, Corinna, Corinth, Dexter, Dixmont, Drew plantation, East Central Penobscot UT, East Millinocket, Edinburg, Enfield, Etna, Exeter, Garland, Greenbush, Howland, Hudson, Kingman UT, Lagrange, Lakeville, Lee, Levant, Lincoln, Lowell town, Mattawamkeag, Maxfield, Medway, Millinocket, Mount Chase, Newburgh Newport, North Penobscot UT, Passadumkeag, Patten, Plymouth, Prentiss UT, Seboeis plantation, Springfield, Stacyville, Stetson, Twombly UT, Webster plantation, Whitney UT, Winn, Woodville	596	673	836	1,082	1,254
<b>Lewiston/Auburn MSA:</b> Auburn, Durham, Greene, Leeds, Lewiston, Lisbon, Livermore, Livermore Falls, Mechanic Falls, Minot, Poland, Sabattus, Turner, Wales	575	678	855	1,086	1,241
<b>Portland HMFA:</b> Cape Elizabeth, Casco, Chebeague Island, Cumberland, Falmouth, Freeport, Frye Island, Gorham, Gray, Long Island, North Yarmouth, Portland, Raymond, Scarborough, South Portland, Standish, Westbrook, Windham, Yarmouth; Buxton, Hollis, Limington, Old Orchard Beach	838	975	1,220	1,638	1,717
<b>York/Kittery/S.Berwick HMFA:</b> Berwick, Eliot, Kittery, South Berwick, York	967	1,011	1,316	1,693	2,070
<b>Cumberland County HMFA:</b> Baldwin, Bridgton, Brunswick, Harpswell, Harrison, Naples, New Gloucester, Pownal, Sebago	750	796	1,058	1,542	1,759

**Appendix A**  
Effective: 10/01/16-09/30/17

COUNTY	1	2	3	4	5*
<b>Sagadahoc HMFA:</b> Arrowsic, Bath, Bowdoin, Bowdoinham, Georgetown, Perkins UT, Phippsburg, Richmond, Topsham, West Bath, Woolwich	769	851	986	1,302	1,581
<b>York County HMFA:</b> Acton, Alfred, Arundel, Biddeford, Cornish, Dayton, Kennebunk, Kennebunkport, Lebanon, Limerick, Lyman, Newfield, North Berwick, Ogunquit, Parsonsfield, Saco, Sanford, Shapleigh, Waterboro, Wells	734	860	1,065	1,439	1,460

\*Note: Add \$75 for each additional person.

**Non-Metropolitan Areas**

**Persons in Household**

COUNTY	1	2	3	4	5*
<b>Aroostook County</b>	609	624	750	948	1,037
<b>Franklin County</b>	636	662	783	973	1,383
<b>Hancock County</b>	653	737	936	1,231	1,277
<b>Kennebec County</b>	612	663	846	1,075	1,141
<b>Knox County</b>	743	745	916	1,172	1,299
<b>Lincoln County</b>	672	743	935	1,163	1,379
<b>Oxford County</b>	572	621	761	1,040	1,325
<b>Piscataquis County</b>	583	663	817	1,035	1,106
<b>Somerset County</b>	665	694	824	1,119	1,122
<b>Waldo County</b>	655	741	876	1,191	1,266
<b>Washington County</b>	584	633	752	957	1,159

\* Please Note: Add \$75 for each additional person.

## GA Housing Maximums (Heated & Unheated Rents)

**NOTE: NOT ALL MUNICIPALITIES SHOULD ADOPT THESE SUGGESTED HOUSING MAXIMUMS!** Municipalities should ONLY **consider** adopting the following numbers, if these figures are consistent with local rent values. If not, a market survey should be conducted and the figures should be altered accordingly. The results of any such survey must be presented to DHHS prior to adoption. **Or**, no housing maximums should be adopted and eligibility should be analyzed in terms of the Overall Maximum—Appendix A. (*See Instruction Memo for further guidance.*)

### **Non-Metropolitan FMR Areas**

<b>Aroostook County</b>				
Bedrooms	Unheated		Heated	
	Weekly	Monthly	Weekly	Monthly
0	111	476	129	556
1	111	476	131	565
2	130	558	159	682
3	167	718	202	870
4	177	762	220	947
<b>Franklin County</b>				
Bedrooms	Unheated		Heated	
	Weekly	Monthly	Weekly	Monthly
0	117	503	136	583
1	117	503	140	603
2	137	591	166	715
3	173	743	208	895
4	258	1,108	301	1,293
<b>Hancock County</b>				
Bedrooms	Unheated		Heated	
	Weekly	Monthly	Weekly	Monthly
0	114	489	137	590
1	126	543	155	667
2	163	699	198	853
3	220	948	264	1,136
4	220	948	271	1,166
<b>Kennebec County</b>				
Bedrooms	Unheated		Heated	
	Weekly	Monthly	Weekly	Monthly
0	104	448	128	549
1	109	469	138	593
2	142	609	177	763
3	184	792	228	980
4	186	801	240	1,030

\*

Town of Readfield  
August 19, 2016 Board of Selectmen retreat

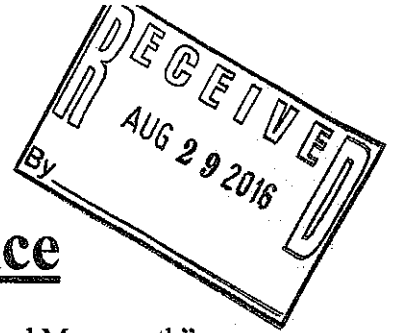
Governance Goals:

1. Review the need for and nature of governance documents  
*This will include a Charter, ordinances, Selectmen's terms, the Duties and Responsibilities document, record retention policy, etc.*
2. Review Capital Improvement/Investment Program  
*This will consist of an analysis of the past and a plan for the future that will include scheduling, explanations and budget justifications.*
3. Clarify the authority of boards, committees and commissions  
*The Town Manager will begin this by offering a revised draft of the existing binder.*
4. Hold an annual Community Meeting with a pot-luck supper  
*This is a way to hear from the community, including both year-round and summer residents.*

Non-governance goals:

Goal	Begin	Leader(s)
Welcome business, and develop a plan to support the business environment in Readfield	f/y 2017	Chris, Tom, Robin
Investigate the most efficient, long-term renewable energy investment and conservation	f/y 2017	John and Bruce
Name and dedicate ball field	f/y 2017	Chris and Kathryn
Create a Parks Commission	f/y 2017	John and Bruce (with Eric)
Obtain the status of, and create plans for town buildings, specifically the fire station, transfer station and library	f/y 2017 (data collection)	Kathryn and Tom
Create activities for kids and adults	f/y 2017	Chris (with the Recreation Dept. and others)
Understand and address issues of poverty	f/y 2017 (needs identification)	Tom and Bruce
Create an action plan resulting from the age-friendly survey and report	f/y 2018	Bruce and committee
Build the Church Street sidewalk	f/y 2019	Chris and Kathryn; this may be grant-dependent





## Winthrop Ambulance Service

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

August 22, 2016

Dear Community Partners,


Attached is the contract for Ambulance Service for fiscal year 2016-17. As you will notice, the per capita rate for this year has increased slightly to \$9.00. The increase is due to decreased revenues driven by static insurance reimbursements, unpaid patient bills, and significant investments to our response system. Please sign both copies of the contract and return them to me, I will have them signed and return one copy to you for your records.

I would like to take this opportunity to thank you all for your continued support, this marks our 38<sup>th</sup> year together as a regional service. I feel that this is important to recognize in the current state of the economy, and with increasing pressure to share services it shows how successful regionalization can be. Also, we thank to the generosity of the Town of Readfield, as we continue to be able to station an ambulance at the Readfield Fire station during the day that covers Readfield, Fayette, Manchester and Mt. Vernon and dramatically decreases response times

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

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

Sincerely,



John Dovinsky, Director

## **CONTRACT FOR AMBULANCE SERVICE**

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

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

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

1. Winthrop agrees to provide emergency ambulance service to said Readfield for the period of July 1, 2016 to June 30, 2017. This agreement shall continue from year to year after July 1, 2017. Said agreement shall be an annual agreement renewable automatically subject to termination by either party provided written notice of intended termination be served on the other community 30 days before the proposed termination date.

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

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

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

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

Date: August 22, 2016

**TOWN OF WINTHROP**

By: \_\_\_\_\_  
Town Manager

WITNESSED BY:

\_\_\_\_\_

**TOWN OF READFIELD**

By: \_\_\_\_\_  
Town Manager

WITNESSED BY:

\_\_\_\_\_





**FYI**



## MAINE MUNICIPAL ASSOCIATION

### **Risk Management Services**

60 Community Drive  
P.O. Box 9109  
Augusta, Maine 04332-9109

### **Telephone No.**

(207) 626-5583  
(800) 590-5583 Maine Only  
Fax No. (207) 626-0513

DATE: August 15, 2016

TO: Members of the Workers Compensation Fund and the Property & Casualty Pool

FROM: Patricia Kablitz, CPCU, ARM  
Director, Risk Management Services

RE: Dividend Payments

We are pleased to announce that the Board of Trustees of the **MMA Workers Compensation Fund** voted at its May 19, 2016 meeting to allow a dividend to the members of the Fund who meet the established criteria. Continuing members whose 2015 contributions are greater than \$25,000 annually, whose 2015 loss ratio is less than 40% and whose three-year loss ratio is less than 75% will receive a 4.4% dividend. Continuing members whose 2015 contributions are less than \$25,000 annually and whose loss ratio is less than 50% for the three years ending December 31, 2015, will also receive a 4.4% dividend. All losses are valued as of June 30, 2016.

The Board of Directors of the **MMA Property & Casualty Pool** voted at its May 19, 2016 meeting to allow a dividend to current members of the Pool who meet the established criteria. To earn a dividend, a member must have a loss ratio of 50% or less for the qualifying year of July 1, 2014 to June 30, 2015, calculated and valued as of June 30, 2016. Continuing members whose participation began on July 1, 2010 or prior will earn a 5.39% dividend and members who joined after July 2, 2010 will receive a 4.39% dividend.

Cost savings are realized in providing services to members who participate in both the Property & Casualty Pool and the Workers Compensation Fund. In recognition of the savings, both boards voted to add 1% to the dividends for each program for members who qualify and earn a dividend. You are among the members who participate in both the Workers Compensation Fund and the Property & Casualty Pool. Therefore, if you earned a dividend for either or both programs, the additional 1% has been included in the calculation.

Dividends are being paid in the Workers Compensation Fund and Property & Casualty Pool totaling \$1,199,440. Both governing boards are very pleased with the results of their respective programs and thank you for your support and continued participation. Good management practices and sound loss prevention measures on the part of all of the members have contributed to the success of these programs. Your entity is a big part of this success.

Your check is enclosed with this letter. We have also enclosed a press release that may be used to announce the result of your successful risk management activities and good loss experience to your community. If you have any questions about the dividends or any of the Risk Management Services programs, please call me at 800-590-5583. Additional copies of this letter are included for your elected officials.

# **FUTURE AGENDA ITEMS**

## **Appendix A**

### **Future Agenda Items - Proposed DRAFT**

#### **September 19**

Constitution Week Proclamation - 5 minutes  
Discussion of a proposed trail near the Transfer Station with the Trails Committee  
Town Manager Contract  
Set the Date for the Annual Chairs Meeting  
Comp Plan Goals Quarterly Review

#### **October**

Emergency Operations Plan (EOP) review. - 15 minutes  
Potential Parks / Town Property Committee  
Investments recap with Sam Tippet  
Code Enforcement process / appeal & hearing process - Workshop Item

#### **November**

CIP Review meeting - Joint Workshop Item

#### **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:**

Personal Property Taxes

#### **Ongoing Goals:**