

Readfield Select Board
October 17, 2022, Meeting Agenda
Select Board Meeting starts: 6:00 PM
Select Board Meeting ends (unless extended) at 9:00 PM

Pledge of Allegiance

Workshop - 90 min.

The Select Board will hold a workshop meeting with the Chairs of the various Readfield Boards, Committees, and Commissions. This 90-minute Annual Chairs Meeting is a chance to share activities and accomplishments from the past year and discuss upcoming Select Board goals and direction.

Regular Meeting Items - 5 min.

23-032 - Minutes: Select Board meeting minutes of August 29 and September 19, 2022.

23-033 - Warrants: #13-16

Communications - 20 min.

Select Board communications. - 5 min.

Staff Reports - 5 min

- Town Manager Report
- Treasurer's Report - September

Boards, Committees, Commissions & Departments - 5 min.

- Board and Committee Minutes (listed separately)

Public Communication - Members of the public may address the Select Board - 5 min.

Appointments, Reappointments, and Resignations 5 min.

23-034 - Consider the appointment of Sonya Clark as Warden for the November 8 Election

23-035 - Consider the re-appointment of Greg Durgin to the Comprehensive Plan Committee

23-036 - Consider the reappointment of Stephanie Donaldson to the Conservation Commission

23-037 - Consider the appointment of Linnea Koons to the Conservation Commission

23-038 - Consider the appointment of Jaaron Shaw to the Conservation Commission

Public Hearing 5 min.

The Select Board will hold a Public Hearing to consider revisions to Public Ways, Traffic, and Parking Ordinance.

Old Business 5 min.

23-010 - Consider revisions to the Public Ways, Traffic, and Parking Ordinance - 5 min.

New Business - 45 min.

23-039 - Consider Automobile Graveyard Permit Renewal Applications - 5 min.

23-040 - Consider a Marijuana Establishment Application for Happy Campers Cannabis - 10 min.

23-041 - Consider an update to the Readfield Property Tax Maps - 5 min.

23-042 - Hear a report on the Select Board Goal Setting and Planning Retreat - 5 min.

23-043 - Discuss and develop Select Board budget goals - 5 min.

23-044 - Consider a draft FY24 Budget and Meeting Schedule - 5 min.

23-045 - Consider a contract with Gorrill Palmer for Church Rd. Sidewalk Engineering and Design Services - 5 min.

23-046 - Schedule a Volunteer Appreciation Event - 5 min.

Other Business, Upcoming Meetings, and Future Agenda Items - 5 min.

Adjournment

WORKSHOP



Readfield Select Board
October 17, 2022, Chairs Meeting Agenda
Meeting starts: 6:00 PM
Meeting ends (unless extended) at 7:30 PM

Each year the Select Board holds a joint meeting of our board, committee, and commission chairs as an opportunity to share our thoughts, activities, and direction with respect to serving our community.

Pledge of Allegiance

1. Welcome and Introductions. - 5 minutes
2. Presentation of current Select Board Goals - 10 minutes
3. Briefings by board, committee, and commission Chairs on their key projects, accomplishments, and objectives. *(Please note that with over a dozen groups potentially represented, updates need to be kept to 3-5 minutes each - thank you!)* - 40 minutes
4. Discussion of updated Board, Committee and Commission (BCC) Guide - 5 minutes
5. Preview of the Fiscal Year 2024 budget process. - 10 minutes
6. Open discussion - 20 minutes

Adjournment

This meeting will be held in-person at the Town Office
Participate via Zoom at: <https://us02web.zoom.us/j/88149608367> or
Call-in at +1 (929) 436-2866 and enter meeting ID: 881 4960 8367 and passcode: 781405

REGULAR MEETING

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

Readfield Select Board
Regular Meeting Minutes – Monday, August 29, 2022 – Unapproved

Select Board Members Present: Dennis Price, Kathryn Woodsum, Sean Keegan, Steve DeAngelis, Carol Doorenbos

Excused Absent:

Others Attending: Eric Dyer (Town Manager), Anjelica Pittman (Board Secretary), Sandra Rourke, Marty Soule, Bruce Bourgoine, Henry Whittemore, Ed Sims, Harry Grimmitz, Bob Marvinney, Greg Durgin, John Tyler, Grace Keene, Marty Hanish and Elaine Katz, Isaiah Stephans, Robert Harris, Ralph Eno, Ben Rodriguez, Christine Sammons, Doug Riley (Road Committee Secretary)

Pledge of Allegiance

Executive Session - 30 min

The Select Board will hold an Executive Session meeting to discuss a legal matter related to a citizens' petition pursuant to 1 MRSA, Section 405, subsection 6(E).

- **Motion** made at 6:04pm by Kathryn Woodsum to enter into Executive Session to discuss a legal matter related to a citizens' petition pursuant to 1 MRSA, Section 405, subsection 6(E) and to invite the Town Attorney and Town Manager to participate. Motion **seconded** by Sean Keegan. **Unanimous.**

Executive Session ended at 6:25pm

Regular Meeting Items - 5 min

- 23-015 - Minutes: Select Board meeting minutes of July 18 and 26, and August 3 and 22, 2022.
 - July 18, 2022 – Sean **motioned** to approve as presented, Carol **seconded**, **5-0 vote** in favor
 - July 26, 2022 - Sean **motioned** to approve as presented, Carol **seconded**, **5-0 vote** in favor
 - August 3, 2022 - Sean **motioned** to approve as presented, Carol **seconded**, **5-0 vote** in favor
 - August 22, 2022 - Sean **motioned** to approve as presented, Carol **seconded**, **5-0 vote** in favor
- 22-016 - Warrants: #3-8
 - Warrants # 3 & 4 – Kathryn **motioned** to approve, Carol **seconded**, **5-0 vote** in favor
 - Warrants # 5 & 6 – Kathryn **motioned** to approve, Carol **seconded**, **5-0 vote** in favor
 - Warrants # 7 & 8 – Kathryn **motioned** to approve, Carol **seconded**, **5-0 vote** in favor

Communications - 30 min

- Select Board communications. - 5 min.
 - Kathryn thanked Dennis for a successful Heritage Days celebration
- Staff Reports - 10 min

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- Town Manager Report
 - The beach is closed for the season and will reopen Memorial Day weekend 2023, Thank you to Noah Ward-Rubin and Seth Dunphy for their help this summer. Water quality tests at the beach were excellent due to the cleanliness of the beach.
 - The harboring and mooring public hearing and the residents meeting were successful and Eric thanked those who attended.
 - Crack sealing is complete for the year on Chase Road, Thundercastle Road, Old Kents Hill Road, and Lane Road.
 - Transfer station summer hours have come to an end until next summer.
 - Eric thanked the town and Select Board for their support during trying times for him and his family brought on by another resident.
- Treasurer’s Report – End of 2022, June, & July
 - June
 - Check reconciliation complete
 - Accounts balanced
 - One bounced check from a resident that has been resolved
 - Close of fiscal year went well
 - FY 2021-2022
 - Fewer journal entries than last FY
 - Revenues and expenditures at 100%
 - Maintenance department went slightly over budget which will be accounted for and corrected
 - Checking account balance higher than ever before, town is in a great spot financially
 - July
 - Check reconciliation complete, no unusual activity
 - Beginning the engagement paperwork for the audit, very pleased with R.H. Smith & Company
 - Expenditures up 8% compared to this time last year
- Boards, Committees, Commissions & Departments - 5 min.
 - Board and Committee Minutes (listed separately)
- Public Communication - Members of the public may address the Select Board - 10 min.
 - Marty Soul – Shared a quote “true wisdom is knowing when to employ the compassion of understanding and when to employ the fierce compassion of good boundaries” and expressed that now is the time for Readfield residents to speak up. Marty shared her support and

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appreciation of all Eric & his family do for the town, believes Readfield should be a safe town for all.

- Bruce Bourgoine – Hired Eric and appreciates his work and believes Eric and his family should not endure harassment.
- Henry Whittemore – supports community and feels confident in Eric and town staff. He also thanked Eric and the Select Board.
- Ed Sims – Appreciates Eric’s guidance and service to Readfield.
- Harry Grimmitz – Eric has done a marvelous job as Town Manager and is also an excellent neighbor. Greatly sorrowed to hear of the recent events including harassment brought on by another Readfield resident.
- Bob Marvinney – Offers his support to the Town Manager, Eric has always been courteous and respectful. Bob thanked Eric for all he does.
- Greg Durgin – Thanked the Select Board and Eric and offered his support, he believes the people and citizens of this town should treat each other with respect.
- Isaiah Stephans – extends his support to Eric as Town Manager and his neighbor, he hopes the town also supports Eric.
- Bob Harris – stated he is ashamed of what is going on, Eric is a fine and decent man and hardworking and is 100% on Eric’s side.
- Ralph Eno – Supports Eric, unfortunate what Eric and his family have had to go through. Reprehensible behavior diminishes our town, we need to get back on track, stand up for the community. He also thanked the Select Board for standing up for Eric.
- Ben Rodriguez – Thankful and grateful to have Eric as a neighbor and Town Manager and has had only positive interactions with him and fully supports Eric and his family.
- Christine Sammons – Hates to see Eric and his family go through any harassment. She stands behind Eric and his family.
- Bruce Bourgoine stood up again to suggest the Select Board look into creating a spending transparency bill to protect towns from larger corporations advertising against town articles for their own benefit. For instance, during the last Town Meeting vote, Charter through Spectrum influenced Readfield residents to vote against the Broadband article using advertising on social media platforms as well as television commercials.

Old Business 30 min

- 22-119 - Discuss the recent Heritage Days celebration - 5 min.
 - Dennis reported that the annual Readfield Heritage Days celebration went really well and operated smoothly. Parking at the beach was beneficial. The open house at Carol’s was popular;

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the Historical Society's Wine and Cheese social event was great. Dennis thanked those who volunteered and helped out to make Heritage Days a success.

- 23-009 - Discuss harbor and mooring considerations in the Town of Readfield - 10 min.
 - The public hearing regarding harbor and moorings on Readfield's lakes went very well and there was much discussion from the community. There are many ways the lakes could be impacted by regulating mooring, anchorage, and boating. The town manager received great advice from the Cobbossee Watershed District. Focused discussion from lake associations and possibly a light ordinance to protect waterfront residents as well as set limits and access to folks who do not own waterfront could be the next step.
 - Dennis felt the two major discussions at the public hearing were mooring and responsible boating.
 - Kathryn cautioned that if mooring regulations are the responsibility of the Select Board and Town Manager that they be careful not to set any ordinances that could not be enforced, especially due to the fact that the lakes are owned by the state not the town.
 - Kathryn noted that the two main issues she saw at the Public Hearing were that people are worried about what's happening in Winthrop, and waterfront owners do not like the way their waterfront views are being obstructed.
- 23-010 - Consider a second reading of the Public Ways, Traffic, and Parking Ordinance - 10 min.
 - Update and clarification of the ordinance include but are not limited to adding control over public spaces, functional changes, and allowing for smaller culvert sizes from 15" minimum to 12" minimum. 12" culvert was chosen as the minimum because it should clog less, and it is less expensive, whereas the current standard of 15" can allow animals and small children possibly through the culvert, and when the culvert is too larger than needed, frost heaving can result. Doug Riley from the Road Committee also mentioned that they would not be increasing penalty fees as previously discussed. However, Doug did request that even with the penalties not being increased, there should be a timeframe established for those penalties, the Select Board agreed upon a 12 month timeframe beginning twelve months from the time of the offense. As such, Section 12F under Enforcement & Penalties will read as "*Penalties under this ordinance may include the removal of personal property or vehicles from the public way at the owner's expense, as well as monetary penalties per 12 month period from the first offense*". As for the parking changes, only the parking in front of the Post Office will be removed, all other parking will stay as it is. There will also be a map in the Appendices of the ordinance to clearly show allowable parking. Kathryn had some concern regarding road opening permits not being issued for public ways paved within two years; however Doug reassured that there are exceptions in emergent or necessary situations.

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- Kathryn **motioned** to approve as amended, Steve **seconded**, **5-0 vote** in favor
- Kathryn **motioned** to extend the meeting, Sean **seconded**, **5-0 vote** in favor
- 23-012 - Consider a new date and time for the Select Board Retreat - 5 min.
 - The board agreed to set the Select Board Retreat date to September 26, 2022 from 5:30PM to 9PM with a working dinner break

New Business - 25 min

- 22-017 - Consider taking any required action as a result of Executive Session discussion - 5 min.
 - The board agreed to take the advice of the legal counsel for the town and refused acceptance of the petition
 - Steve **motioned** to approve, Kathryn **seconded**, **5-0 vote** in favor
- 23-018 - Consider a Select Board Resolution on Pig Scrambles - 5 min.

A resolution was created to address some of the concerns and grievances of residents and nonresidents with regard to the health and safety of the pigs used in the Pig Scramble event at the Readfield Heritage Days. The resolution recognizes concern brought on by both residents and non-residents regarding the safety and health of the pigs used in the scramble. The resolution also encourages people with ideas for other activities to please participate in event planning. The final paragraph stated the Select Board would no longer hold Pig Scrambles as a Heritage Days event, however, it was decided to strike the final paragraph from the resolution.

- Kathryn **motion** to approve as amended, striking the final statement from the resolution, Steve **seconded**, **4-0 vote** in favor with Carol abstaining from the vote
- 23-019 - Consider a meeting with Matrix Design Group to discuss “infill” broadband service options in Readfield - 5 min.
 - Chris Lynch from Matrix emailed Eric to offer broadband services in Readfield to those residents currently without internet access. Matrix is working with Mount Vernon and possibly Fayette in the near future and extended an invite to Readfield as well. The broadband would be free to install in town and would only cost the subscriber a monthly fee.
- 23-020 - Consider the award of Road Striping Services - 5 min.
 - Eric recommended the bid be awarded to Steve Lucas of Lucas Striping as he is a local contractor and has been doing the towns paving for 10-12 years already.

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- Kathryn **motion** to approve Lucas Striping for the bid of pavement painting, Sean **seconded**, **5-0 vote** in favor

- 23-021 - Consider the award of Paving and Road Maintenance Services for Church Rd. - 5 min.
 - Two bids, one from Pike Industries that was lower cost wise, but did not include a quote for the tree work that needs to be accomplished, and one from Littlefield's which includes the tree work estimate and paving but was the higher of the two quotes. After discussion over what could be afforded this fiscal year and what projects could potentially wait, the board and Eric chose Pike Industries be awarded the bid.

- Kathryn **motion** to approve the bid from Pike Industries and include funds for tree and brush work on Church Road, Sean **seconded**, **5-0 vote** in favor

Other Business, Upcoming Meetings, and Future Agenda Items

- **Motion** to adjourn the meeting made by Sean, **seconded** by Steve, **vote 5-0** in favor

Adjournment

Minutes submitted by Anjelica Pittman, Board Secretary

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Select Board Members Present: Dennis Price, Kathryn Woodsum, Sean Keegan, Steve DeAngelis, Carol Doorenbos

Excused Absent:

Others Attending: Eric Dyer (Town Manager), Anjelica Pittman (Board Secretary), Virginia Parker

Pledge of Allegiance

Regular Meeting Items - 5 min

- 23-022 – Minutes: Select Board meeting minutes of August 29, 2022
 - Kathryn made a **motion** to table until the next meeting, Sean **seconded**, **5-0 vote** in favor
- 22-023 – Warrants #9-12
 - Kathryn **motioned** to approve warrants # 9&10, **seconded** by Carol, **vote 5-0** in favor
 - Sean **motioned** to approve warrants # 11&12, **seconded** by Carol, **vote 5-0** in favor

Communications - 30 min

- Select Board communications. - 5 min.
 - Sean invited the community to participate in the coming Trunk or Treat scheduled for October 29th, with a rain date of October 30th, 2022, at the Fairgrounds. Residents are welcome to sponsor or donate; folks can reach out to Kevin Kelliher or Town Office Staff for more information, as well as the Readfield Recreation page.
 - Kathryn mentioned the new garbage cans available at the Fairground Trail, one for trash and one for dog waste, thanked Eric for having those installed and reminded the public that they are for waste while using the trails, not a dump site for household garbage.
 - Carol announced that some local businesses are discussing doing an Octoberfest October 8th, 2022 with Open Houses from 10am-4pm to encourage local shopping, they will create a flyer with the businesses information and hope to distribute it at the Post Office, Town Office, and in the Messenger.
 - Carol also requested that the Comprehensive Plan Committee survey be mailed to residents in town as it is currently at the town office and was handed out during Heritage Days, but her concern is that not enough people are aware of it, Eric said it would cost under \$1000 to mail out to all residents, that it could be done. Kathryn also mentioned that the Transfer Station also could hand out the surveys, and Eric mentioned having them available for the Octoberfest.
 - Dennis read a letter sent in to the Select Board from Robin Lint, Debra Nichols, Sherene Gillman, and Anna Carl. The letter was a response to statements made by Bob Bittar at the July

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18, 2022 meeting in which he claimed the former Town employees abruptly left their positions for the town and they were asked to sign Non-Disclosure Agreements. The letter written by the four women states they were never asked to sign NDAs and they all left on good terms for personal reasons. They requested the letter be read at the Select Board meeting so as to enter the truth into public record.

- Staff Reports - 10 min
 - Town Manager Report
 - Rabies Vaccination Clinic will be October 19th 2022 at 4:00-5:00pm
 - Town Office will be closed October 10, 2022 in observance of Indigenous People's Day
 - On the agenda is a request to also close the office October 6th, 2022 so the Town Staff can attend the MMA Convention in Bangor October 5th and 6th 2022.
 - Select Board Retreat scheduled for September 26th, 2022
 - Absentee Ballot Applications can be requested at the Town Office and available early October for the State Elections
 - Road Striping contract finalized with Steve Lucas and ongoing, minus Church Road as it will be paved next spring
 - Church Road paving contract with Pike has been signed, they will begin on ditching and culvert work this fall
 - May need to find a Subcontractor for tree and brush removal on Church road
 - Church road sidewalk design and planning and design services is on the agenda tonight
 - Horn Construction winter road maintenance contract ongoing and getting ready for winter by October 15th 2022.
 - Fall roadside mowing will take place in October
 - Special project update: Matrix Broadband and Cable are looking at October or November for a meeting, they have votes for or against their services in nearby towns, which will determine if their lines will come through Readfield or not. Matrix would be working with the cable companies and utility companies directly. May be able to partner with them to provide service without costing the town anything.
 - Comprehensive Plan Committee meeting next week, there has been a lot of transition on the committee but there is a lot of good coming out of it. Eric asked the community if anyone would be interested in helping develop a regional effort with Winthrop and other towns to work actively on affordable housing and elderly resident housing.
 - Fire station sprinkler and Library renovation projects on hold still, possibly October and November
 - FY 2022-2023 budget process will begin in October

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- Treasurer’s Report – August
 - Check reconciliation completed, no issues
 - Audit for FY 2020-2021 is available on the website
 - Real estate payments are up for the month due to the bills going out a week or two later than usual
 - Transfer station revenues down due to Karen being out
 - Revenues and expenses are normal with usual variations
- Boards, Committees, Commissions & Departments - 5 min.
 - Board and Committee Minutes (listed separately)
- Public Communication - Members of the public may address the Select Board - 10 min.
 - Virginia Parker voiced her concern over the Church Road sidewalk project, she said she sent an email to the Town Manager and Select Board members and only received a response from Dennis. Sean stated that he did receive the email but he did not have any questions. Virginia requested that the email be forwarded to the Road Committee as well. Carol asked if there will be a date set for residents input on the project before it begins, Eric assured them both that there will be an opportunity for resident input, however the Board will need to select a design services contractor to begin, which is on the agenda for tonight, public engagement is part of the process following the selection of a design professional.

Appointments, Reappointments, and Resignations - 5 min.

- 22-024 – Consider the resignation of Rebecca Lambert from the Budget Committee
 - Kathryn **motioned** to approve, **seconded** by Dennis, **5-0 vote** in favor
- 22-025 – Consider the resignation of David Trunnell from the Comprehensive Plan Committee
 - Carol **motioned** to approve, **seconded** by Steve, **5-0 vote** in favor
- 22-026 – Consider the appointment of Nate Rudy to the Board of Appeals
 - Sean **motioned** to approve with a term beginning tonight September 19, 2022 through June 30, 2025, **seconded** by Kathryn, **5-0 vote** in favor

Old Business 30 min

- 23-010 – Consider a Public Notice for revisions of the Public Ways, Traffic, and Parking Ordinance – 5 min
 - Housekeeping draft is identical to the last; it just requires Select Board approval. Kathryn **motioned** to approve and post Public Notice, Sean **seconded**, **5-0 vote** in favor

Public Hearing - 5 min.

Readfield Select Board
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- The Select Board will hold a Public Hearing to consider changes to the General Assistance (GA) maximums and appendices to the GA Ordinance.
 - Dennis declared the Public Hearing **open** at 7:17PM
 - This process is done yearly, public comment on maximum benefits from General Assistance are welcome. It can be difficult to qualify for GA but that it is a valuable process and assistance for residents, the Town wants to help where and whenever possible. The process is confidential and can also sometimes help residents find out what town resources we also have available in addition to GA.
 - Dennis **closed** the Public Hearing at 7:19

New Business - 25 min

- 23-027 – Consider revised GA maximums and Ordinance appendices – 5 min.
 - Kathryn **motioned** to approve, Sean **seconded, 5-0 vote** in favor
- 23-028 – Welcome and hold a discussion with representatives from the Town of Pittston who are considering the Town Manager Plan form of government – 10 min.
 - No representative for the Town of Pittston attended but are welcome to contact the Town and get on the agenda for another meeting
- 23-029 – Consider Special Event Liquor License Applications from Kents Hill School – 5 min.
 - Both events applying for liquor licensing are done yearly, routine business. Kathryn **motioned** to approve both applications as presented, Sean **seconded, vote 5-0** in favor
- 23-030 – Consider the award of Church Road Sidewalk Design and Planning Services – 5 min.
 - Five applicants for engineering firms, costs will be negotiated when provider is selected; there was a three person review and scoring committee for this project, based on the rubric provided to the proposers for specific areas of focus. Two engineers stood out to everyone on the committee, Gorrill Palmer and Wright-Pierce, ultimately Gorrill Palmer had the highest scoring rubric and all three people on the committee suggest to the Select Board that they choose Gorrill Palmer out of South Portland as the Engineer for the Church Road project.
 - Kathryn **moved** that the board accept Gorrill Palmer as the preferred vendor for the Church Road sidewalk design and planning services contract, **seconded** by Sean, **5-0 vote** in favor.
- 23-031 – Consider an office closure and Staff attendance at the Maine Municipal Association (MMA) Annual Convention on October 5&6 – 10 min.
 - Eric requested that all staff attend the MMA Convention as a group so staff can benefit from the training, networking and team building available there. This would require the Town office close Wednesday and Thursday. Also requesting the option for staff to stay in a hotel for the two day event.

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- Kathryn **motioned** to approve the request to close the Town Office October 5 & 6, 2022, including lodging for Town Office staff to attend the MMA Convention, Sean **seconded**, **vote 5-0** in favor.
- Eric also mentioned there are two KVCOG spots available to represent Readfield and that they are required to have one appointee that is an elected official.
 - Kathryn made a **motion** to nominate Dennis Price and Eric Dyer as Readfield representatives for KVCOG, Carol **seconded**, **5-0** vote in favor.

Other Business, Upcoming Meetings, and Future Agenda Items

- **Motion** to adjourn the meeting at 7:34PM made by Sean, **seconded** by Kathryn, **vote 5-0** in favor

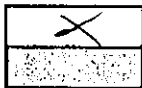
Adjournment

Minutes submitted by Anjelica Pittman, Board Secretary

Sept. 26, 2022 Warrant Summary

Warrant #:	Journal #:	Amount	Warrant Type:	SB Reviewer:	Signatures Required:	Approval Date:
13	118	\$ 39,062.84	Warrant		Three	9/26/2022
A	118	\$ 6,032.31	State Fees	S. Keegan	One	9/16/2022
B	118	\$ 3,842.75	State Fees	S. Keegan	One	9/23/2022
14	133	\$ 25,200.22	Payroll		One	9/26/2022

SUM \$ 64,263.06



Indicates public review is required following prior approval
 Indicates public review and approval are both required

Treasurer's Warrant

Warrant # 13 & 14

\$64,263.06

Dates: 9/29/2022

To the Treasurer of Readfield:

This is to certify that there is due and chargeable to the accounts listed below the sums indicated, and you are directed to pay the amounts listed to the payees named herein.

Payee	Account	Amount	Check #'s
EMPLOYEES	Payroll	\$25,200.22	71730-71747 171730-171746
VARIOUS VENDORS	Accounts Payable	\$39,062.84	71700-71729
	Total	\$64,263.06	

Date Signed: _____

_____ Dennis Price

_____ Steven DeAngelis

_____ Carol Doorenbos

_____ Sean Keegan

_____ Kathryn Woodsum

A / P Check Register

Bank: Androscoggin Bank

Type	Check	Amount	Date	Wrnt	Payee
P	999	59.63	09/29/22	13	0031 Central Maine Power Co
P	71700	6,032.31	09/15/22	13	0086 SECRETARY OF STATE (MOTOR VEH)
P	71701	3,842.75	09/22/22	13	0086 SECRETARY OF STATE (MOTOR VEH)
R	71702	76.28	09/29/22	13	0391 Atlantic Recycling Equipment, LLC
R	71703	138.60	09/29/22	13	0893 Atlas Preservation, Inc
R	71704	62.38	09/29/22	13	0022 Audette's Hardware
R	71705	500.00	09/29/22	13	0212 Bradford Ellis
R	71706	42.00	09/29/22	13	0035 Community Advertiser
R	71707	328.34	09/29/22	13	0072 Consolidated Communications
R	71708	2,858.96	09/29/22	13	0860 DR Designs
R	71709	1,855.31	09/29/22	13	0810 Eric Dyer
R	71710	187.96	09/29/22	13	0484 Gettysburg Flag Works, Inc
R	71711	353.79	09/29/22	13	0823 GONETSPEED
R	71712	119.76	09/29/22	13	0629 Irving Oil Marketing, Inc
R	71713	50.00	09/29/22	13	0759 Kristin Parks
R	71714	5,542.74	09/29/22	13	0760 KVCOG
R	71715	12.99	09/29/22	13	0041 Lewiston Public Library
R	71716	495.00	09/29/22	13	0350 LibraryWorld, Inc
R	71717	4,925.05	09/29/22	13	0066 Maine Municipal Association
R	71718	8,233.10	09/29/22	13	0065 MAINE MUNICIPAL EMP. HEALTH
R	71719	760.00	09/29/22	13	0218 MAINE RESOURCE RECOVERY ASSOC
R	71720	71.97	09/29/22	13	0229 Melissa A Small
R	71721	25.00	09/29/22	13	0656 Peter Zarella
R	71722	8.75	09/29/22	13	0858 PETTY CASH
R	71723	1,060.00	09/29/22	13	0841 PretiFlaherty
R	71724	100.00	09/29/22	13	0605 RHR Smith & Company
R	71725	46.38	09/29/22	13	0406 SAM'S CLUB
R	71726	201.25	09/29/22	13	0192 SEACOAST SECURITY & TELE.,INC
R	71727	22.00	09/29/22	13	0021 Sonya Clark
R	71728	842.97	09/29/22	13	0495 United AG & Turf NE
R	71729	207.57	09/29/22	13	0093 WAYNE, TOWN OF
Total		39,062.84			

Count

Checks	31
Voids	0

Warrant 13

Vendor-----	Amount	Account-----
00391 Atlantic Recycling Equipment, LLC	76.28	SOLID WASTE / TRANSFER STA - EQUIP O,R &M / EQUIP MAINT
00893 Atlas Preservation, Inc	138.60	CEMETERIES / CEMETERIES - CONTRACT SVC / CEM STONE RP
00022 Audette's Hardware	8.40	Maintenance / Bldg Maint - BUILDING O&M / MAINTENANCE
00022 Audette's Hardware	53.98	Maintenance / Gen Maint - EQUIP O,R &M / TOOLS R&M
00212 Bradford Ellis	500.00	CEMETERIES / CEMETERIES - BUILDING O&M / GROUNDS
00031 Central Maine Power Co	59.63	PROTECTION / Tower Sites - UTILITIES / ELECTRIC
00035 Community Advertiser	42.00	GENERAL GOVT / Admin - ADMIN / ADVERTISING
00072 Consolidated Communications	53.08	SOLID WASTE / TRANSFER STA - UTILITIES / TELEPHONE
00072 Consolidated Communications	214.63	PROTECTION / FIRE DEPART - UTILITIES / TELEPHONE
00072 Consolidated Communications	60.63	GENERAL GOVT / Admin - UTILITIES / TELEPHONE
00860 DR Designs	2,858.96	REC,PARKS/AT / REC BOARD - RECREATION / SOCCER
00810 Eric Dyer	1,382.97	Rds & Drain / Road Maint - EQUIP REPLAC / TOOLS
00810 Eric Dyer	63.82	CEMETERIES / CEMETERIES - CONTRACT SVC / CEM STONE RP
00810 Eric Dyer	79.00	Rds & Drain / Road Maint - EQUIP REPLAC / TOOLS
00810 Eric Dyer	7.54	CEMETERIES / CEMETERIES - CONTRACT SVC / CEM STONE RP
00810 Eric Dyer	22.00	CEMETERIES / CEMETERIES - CONTRACT SVC / CEM STONE RP
00810 Eric Dyer	299.98	GENERAL GOVT / Admin - ADMIN / TRAIN & CONF
00484 Gettysburg Flag Works, Inc	187.96	CEMETERIES / CEMETERIES - COMMUNITY SV / Vet Memorial
00823 GONETSPEED	22.23	COMM SERVICE / Library - UTILITIES / TELEPHONE
00823 GONETSPEED	331.56	GENERAL GOVT / Admin - UTILITIES / TELEPHONE
00629 Irving Oil Marketing, Inc	96.76	Maintenance / Veh/Eq Maint - EQUIP O,R &M / FUEL/OIL
00629 Irving Oil Marketing, Inc	23.00	Maintenance / Veh/Eq Maint - EQUIP O,R &M / FUEL/OIL
00759 Kristin Parks	50.00	GENERAL GOVT / Admin - ADMIN / MISC.
00760 KVCOG	1,262.74	GENERAL GOVT / Grant/Plan - ADMIN / MISC.
00760 KVCOG	4,280.00	GENERAL GOVT / Admin - CONTRACT SVC / HAZ WASTE
00041 Lewiston Public Library	12.99	COMM SERVICE / Library - COMMUNITY SV / LIBRARY COLL
00350 LibraryWorld, Inc	495.00	COMM SERVICE / Library - UTILITIES / ELEC COMM
00066 Maine Municipal Association	3,820.05	GENERAL GOVT / Insurance - INSURANCE / WORKERS COMP
00066 Maine Municipal Association	1,105.00	GENERAL GOVT / Admin - ADMIN / TRAIN & CONF
00065 MAINE MUNICIPAL EMP. HEALTH	2,384.72	SOLID WASTE / TRANSFER STA - INSURANCE / HEALTH INS
00065 MAINE MUNICIPAL EMP. HEALTH	5,608.13	GENERAL GOVT / Insurance - INSURANCE / HEALTH INS
00065 MAINE MUNICIPAL EMP. HEALTH	100.50	GENERAL FUND / HEALTH INSUR
00065 MAINE MUNICIPAL EMP. HEALTH	126.24	GENERAL FUND / IPP
00065 MAINE MUNICIPAL EMP. HEALTH	13.51	GENERAL FUND / VSP Vision
00218 MAINE RESOURCE RECOVERY ASSOC	690.00	SOLID WASTE / TRANSFER STA - CONTRACT SVC / FREON DISP
00218 MAINE RESOURCE RECOVERY ASSOC	70.00	SOLID WASTE / TRANSFER STA - ADMIN / TRAIN & CONF
00229 Melissa A Small	33.97	COMM SERVICE / Library - EQUIP REPLAC / CAPITAL EQP
00229 Melissa A Small	38.00	COMM SERVICE / Library - ADMIN / MISC.
00656 Peter Zarella	25.00	GENERAL FUND / Gile Hall
00858 PETTY CASH	8.75	GENERAL GOVT / Admin - ADMIN / POSTAGE
00841 PretiFlaherty	1,060.00	GENERAL GOVT / Attorney Fee - ADMIN / ATTORNEY FEE
00605 RHR Smith & Company	100.00	GENERAL GOVT / Admin - CONTRACT SVC / AUDIT SERV
00406 SAM'S CLUB	46.38	Maintenance / Gen Maint - EQUIP O,R &M / PPG
00192 SEACOAST SECURITY & TELE.,INC	201.25	Maintenance / Bldg Maint - BUILDING O&M / ALARM

Warrant Recap

Warrant 13

Vendor-----	Amount	Account-----
00086 SECRETARY OF STATE (MOTOR VEH)	6,032.31	GENERAL FUND / Motor Veh Fe
00086 SECRETARY OF STATE (MOTOR VEH)	3,842.75	GENERAL FUND / Motor Veh Fe
00021 Sonya Clark	22.00	COMM SERVICE / Library - COMMUNITY SV / LIBRARY COLL
00495 United AG & Turf NE	842.97	Maintenance / Veh/Eq Maint - EQUIP O,R &M / JD Mower
00093 WAYNE, TOWN OF	207.57	REC,PARKS/AT / Conservation - COMMUNITY SV / TOWN FARM/FO
Prepaid Total--	9,934.69	
Current Total--	29,128.15	
Warrant Total--	39,062.84	

Oct. 11, 2022 Warrant Summary

Warrant #:	Journal #:	Amount	Warrant Type:	SB Reviewer:	Signatures Required:	Approval Date:
15	139	\$ 361,067.31	Warrant		Three	
A	139	\$ 3,429.50	State Fees	S. DeAngelis	One	10/4/2022
B	139	\$ 6,247.56	State Fees		One	
16	149	\$ 24,952.06	Payroll		One	

SUM \$ 386,019.37

- Indicates public review is required following prior approval
- Indicates public review and approval are both required

Treasurer's Warrant

Warrant # 15 & 16

\$386,019.37

Dates: 10/13/2022

To the Treasurer of Readfield:

This is to certify that there is due and chargeable to the accounts listed below the sums indicated, and you are directed to pay the amounts listed to the payees named herein.

Payee EMPLOYEES	Account Payroll	Amount \$24,952.06	Check #'s 71793-71803 171793-171807
VARIOUS VENDORS	Accounts Payable	\$361,067.31	71748-71792
	Total	\$386,019.37	

Date Signed: _____

Dennis Price

Steven DeAngelis

Carol Doorenbos

Sean Keegan

Kathryn Woodsum

A / P Check Register
Bank: Androscoggin Bank

Type	Check	Amount	Date	Wrnt	Payee
P	47	40.53	10/13/22	15	0047 Shift 4
P	47	62.69	10/13/22	15	0047 Shift 4
P	999	20.16	10/13/22	15	0031 Central Maine Power Co
P	999	25.09	10/13/22	15	0031 Central Maine Power Co
P	999	20.16	10/13/22	15	0031 Central Maine Power Co
P	999	143.11	10/13/22	15	0031 Central Maine Power Co
P	999	237.02	10/13/22	15	0031 Central Maine Power Co
P	999	323.91	10/13/22	15	0031 Central Maine Power Co
P	999	96.24	10/13/22	15	0031 Central Maine Power Co
P	999	76.22	10/13/22	15	0031 Central Maine Power Co
P	71748	2,992.00	09/29/22	15	0086 SECRETARY OF STATE (MOTOR VEH)
P	71749	434.50	10/03/22	15	0098 TREAS., STATE OF MAINE (IFW)
P	71750	3.00	10/03/22	15	0100 TREAS., STATE OF MAINE (DOGS)
P	71751	6,247.56	10/07/22	15	0086 SECRETARY OF STATE (MOTOR VEH)
R	71752	3,682.56	10/13/22	15	0599 Archie's Inc.
R	71753	25.99	10/13/22	15	0022 Audette's Hardware
R	71754	1,021.06	10/13/22	15	0024 Baker & Taylor, Inc
R	71755	205.60	10/13/22	15	0475 Cates Electric, LLC
R	71756	65.00	10/13/22	15	0035 Community Advertiser
R	71757	1,327.00	10/13/22	15	0860 DR Designs
R	71758	1,827.75	10/13/22	15	0054 ecomaine
R	71759	2,962.85	10/13/22	15	0810 Eric Dyer
R	71760	58.75	10/13/22	15	0533 Eric Johnson
R	71761	44.96	10/13/22	15	0704 Fabian Oil
R	71762	1,905.00	10/13/22	15	0043 Fire Tech and Safety
R	71763	812.99	10/13/22	15	0818 Hannah Flannery
R	71764	240.00	10/13/22	15	0434 Isaiah Stephan
R	71765	167.88	10/13/22	15	0226 Jeff Carlson
R	71766	84.39	10/13/22	15	0752 Karen Peterson
R	71767	1,162.61	10/13/22	15	0055 KV Humane Society
R	71768	2,571.95	10/13/22	15	0760 KVCOG
R	71769	103.46	10/13/22	15	0619 Lamey-Wellehan Shoes
R	71770	93.69	10/13/22	15	0152 Lowe's
R	71771	37.04	10/13/22	15	0229 Melissa A Small
R	71772	5,608.35	10/13/22	15	0621 New England Salt Company, LLC
R	71773	1,012.09	10/13/22	15	0217 NITCO, LLC
R	71774	11.90	10/13/22	15	0360 North Coast Services LLC
R	71775	21.00	10/13/22	15	0138 On Scene Tags
R	71776	425.00	10/13/22	15	0316 Pat Jackson/ Tri-City, Inc
R	71777	3.95	10/13/22	15	0858 PETTY CASH
R	71778	790.87	10/13/22	15	0261 Quirk Auto Group
R	71779	60.00	10/13/22	15	0080 READFIELD CORNER WATER ASSOC.
R	71780	309,458.75	10/13/22	15	0069 Regional School Unit#38
R	71781	93.00	10/13/22	15	0192 SEACOAST SECURITY & TELE.,INC
R	71782	23.00	10/13/22	15	0561 Shredding on Site
R	71783	15.26	10/13/22	15	0021 Sonya Clark
R	71784	13.17	10/13/22	15	0696 Spectrum
R	71785	28.26	10/13/22	15	0462 STAPLES CREDIT PLAN

A / P Check Register
Bank: Androscoggin Bank

Type	Check	Amount	Date	Wrnt	Payee
R	71786	118.75	10/13/22	15	0527 Steven DeAngelis
R	71787	106.25	10/13/22	15	0207 Teresa Shaw
R	71788	449.87	10/13/22	15	0313 Toshiba Financial Services
R	71789	950.00	10/13/22	15	0032 Troiano Waste Service,Inc
R	71790	56.58	10/13/22	15	0495 United AG & Turf NE
R	71791	12,084.22	10/13/22	15	0709 WASTE MANAGEMENT OF PORTLAND
R	71792	614.32	10/13/22	15	0094 WHITE SIGN
Total		361,067.31			

Count	
Checks	55
Voids	0

Warrant 15

Vendor-----	Amount	Account-----
00599 Archie's Inc.	3,682.56	SOLID WASTE / TRANSFER STA - CONTRACT SVC / TRASH TIPPNG
00022 Audette's Hardware	25.99	Maintenance / Gen Maint - ADMIN / MISC.
00024 Baker & Taylor, Inc	156.09	COMM SERVICE / Library - COMMUNITY SV / LIBRARY COLL
00024 Baker & Taylor, Inc	48.39	COMM SERVICE / Library - COMMUNITY SV / LIBRARY COLL
00024 Baker & Taylor, Inc	535.26	COMM SERVICE / Library - COMMUNITY SV / LIBRARY COLL
00024 Baker & Taylor, Inc	12.54	COMM SERVICE / Library - COMMUNITY SV / LIBRARY COLL
00024 Baker & Taylor, Inc	214.41	COMM SERVICE / Library - COMMUNITY SV / LIBRARY COLL
00024 Baker & Taylor, Inc	13.59	COMM SERVICE / Library - COMMUNITY SV / LIBRARY COLL
00024 Baker & Taylor, Inc	40.78	COMM SERVICE / Library - COMMUNITY SV / LIBRARY COLL
00475 Cates Electric, LLC	205.60	PROTECTION / FIRE DEPART - ADMIN / MISC.
00031 Central Maine Power Co	20.16	Rds & Drain / Winter Maint - UTILITIES / ELECTRIC
00031 Central Maine Power Co	25.09	PROTECTION / Tower Sites - UTILITIES / ELECTRIC
00031 Central Maine Power Co	20.16	REC,PARKS/AT / BEACH - UTILITIES / ELECTRIC
00031 Central Maine Power Co	143.11	SOLID WASTE / TRANSFER STA - UTILITIES / ELECTRIC
00031 Central Maine Power Co	237.02	Maintenance / Bldg Maint - UTILITIES / ELECTRIC
00031 Central Maine Power Co	323.91	Maintenance / Bldg Maint - UTILITIES / ELECTRIC
00031 Central Maine Power Co	96.24	Maintenance / Bldg Maint - UTILITIES / ELECTRIC
00031 Central Maine Power Co	76.22	COMM SERVICE / Street Light - COMMUNITY SV / STREET LIGHT
00035 Community Advertiser	65.00	GENERAL GOVT / Admin - ADMIN / ADVERTISING
00860 DR Designs	872.80	REC,PARKS/AT / REC BOARD - RECREATION / SOCCER
00860 DR Designs	20.00	REC,PARKS/AT / REC BOARD - RECREATION / SOCCER
00860 DR Designs	434.20	REC,PARKS/AT / REC BOARD - RECREATION / SOCCER
00054 ecomaine	1,827.75	SOLID WASTE / TRANSFER STA - CONTRACT SVC / SINGLE SORT
00810 Eric Dyer	29.98	GENERAL GOVT / Admin - ADMIN / OFFICE SUP
00810 Eric Dyer	295.00	REC,PARKS/AT / REC BOARD - RECREATION / Other Events
00810 Eric Dyer	1,875.00	UNCLASSIFIED / Contingency - ADMIN / MISC.
00810 Eric Dyer	762.87	GENERAL GOVT / Attorney Fee - ADMIN / ATTORNEY FEE
00533 Eric Johnson	58.75	COMM SERVICE / Animal Cntrl - PERSONNEL / MILEAGE
00704 Fabian Oil	44.96	Maintenance / Bldg Maint - UTILITIES / HEATING
00043 Fire Tech and Safety	1,905.00	PROTECTION / FIRE DEPART - EQUIP O,R &M / PPG
00818 Hannah Flannery	812.99	REC,PARKS/AT / REC BOARD - RECREATION / SOCCER
00434 Isaiah Stephan	240.00	REC,PARKS/AT / HERITAGE DAY - RECREATION / HD OTHER
00226 Jeff Carlson	167.88	REC,PARKS/AT / REC BOARD - RECREATION / SOCCER
00752 Karen Peterson	84.39	SOLID WASTE / TRANSFER STA - UTILITIES / TELEPHONE
00055 KV Humane Society	1,162.61	COMM SERVICE / Animal Cntrl - CONTRACT SVC / KVHS
00760 KVCOG	2,571.95	GENERAL GOVT / Grant/Plan - ADMIN / MISC.
00619 Lamey-Wellehan Shoes	103.46	Maintenance / Gen Maint - PERSONNEL / CLOTHING
00152 Lowe's	12.29	Maintenance / Veh/Eq Maint - EQUIP O,R &M / FUEL/OIL
00152 Lowe's	39.87	CEMETERIES / CEMETERIES - PUBLIC WAYS / SIGNS/SUPPLY
00152 Lowe's	27.30	Rds & Drain / Road Maint - EQUIP REPLAC / TOOLS
00152 Lowe's	14.23	Maintenance / Veh/Eq Maint - EQUIP O,R &M / FUEL/OIL
00229 Melissa A Small	37.04	COMM SERVICE / Library - ADMIN / MISC.
00621 New England Salt Company, LLC	5,608.35	Rds & Drain / Winter Maint - PUBLIC WAYS / Erosion/Salt
00217 NITCO, LLC	1,012.09	SOLID WASTE / BACKHOE - EQUIP O,R &M / Backhoe

Warrant 15

Vendor-----	Amount	Account-----
00360 North Coast Services LLC	11.90	SOLID WASTE / TRANSFER STA - CONTRACT SVC / UNIV WST DSP
00138 On Scene Tags	21.00	PROTECTION / FIRE DEPART - EQUIP O,R &M / PPG
00316 Pat Jackson/ Tri-City, Inc	425.00	SOLID WASTE / TRANSFER STA - UTILITIES / LAVATORY
00858 PETTY CASH	3.95	GENERAL GOVT / Admin - ADMIN / POSTAGE
00261 Quirk Auto Group	790.87	Maintenance / Veh/Eq Maint - EQUIP O,R &M / Dump Truck
00080 READFIELD CORNER WATER ASSOC.	30.00	Maintenance / Bldg Maint - UTILITIES / WATER
00080 READFIELD CORNER WATER ASSOC.	30.00	Maintenance / Bldg Maint - UTILITIES / WATER
00069 Regional School Unit#38	309,458.75	EDUCATION / RSU#38 - ASSESSMENTS / RSU#38 PYMT
00192 SEACOAST SECURITY & TELE.,INC	93.00	Maintenance / Bidg Maint - BUILDING O&M / ALARM
00086 SECRETARY OF STATE (MOTOR VEH)	2,992.00	GENERAL FUND / Motor Veh Fe
00086 SECRETARY OF STATE (MOTOR VEH)	6,247.56	GENERAL FUND / Motor Veh Fe
00047 Shift 4	40.53	SOLID WASTE / TRANSFER STA - ADMIN / OFFICE SUP
00047 Shift 4	62.69	SOLID WASTE / TRANSFER STA - ADMIN / OFFICE SUP
00561 Shredding on Site	23.00	GENERAL GOVT / Admin - ADMIN / OFFICE SUP
00021 Sonya Clark	15.26	COMM SERVICE / Library - COMMUNITY SV / LIBRARY COLL
00696 Spectrum	13.17	COMM SERVICE / Readfield TV - UTILITIES / ELEC COMM
00462 STAPLES CREDIT PLAN	28.26	GENERAL GOVT / Admin - ADMIN / OFFICE SUP
00527 Steven DeAngellis	118.75	GENERAL GOVT / Admin - PERSONNEL / MILEAGE
00207 Teresa Shaw	106.25	GENERAL GOVT / Admin - PERSONNEL / MILEAGE
00313 Toshiba Financial Services	449.87	GENERAL GOVT / Office Equip - EQUIP O,R &M / OFFICE LEASE
00100 TREAS., STATE OF MAINE (DOGS)	3.00	GENERAL FUND / Dog Fees Sta
00098 TREAS., STATE OF MAINE (IFW)	434.50	GENERAL FUND / Rec Veh Fees
00032 Troiano Waste Service,Inc	875.00	SOLID WASTE / TRANSFER STA - CONTRACT SVC / TS HAULING
00032 Troiano Waste Service,Inc	75.00	SOLID WASTE / TRANSFER STA - CONTRACT SVC / TS CONTAINER
00495 United AG & Turf NE	17.88	Maintenance / Veh/Eq Maint - EQUIP O,R &M / JD Mower
00495 United AG & Turf NE	30.72	Maintenance / Veh/Eq Maint - EQUIP O,R &M / FUEL/OIL
00495 United AG & Turf NE	7.98	Maintenance / Veh/Eq Maint - EQUIP O,R &M / EQUIP MAINT
00709 WASTE MANAGEMENT OF PORTLAND	2,288.04	SOLID WASTE / TRANSFER STA - CONTRACT SVC / DEMO TIPPING
00709 WASTE MANAGEMENT OF PORTLAND	3,010.00	SOLID WASTE / TRANSFER STA - CONTRACT SVC / TS HAULING
00709 WASTE MANAGEMENT OF PORTLAND	50.00	SOLID WASTE / TRANSFER STA - CONTRACT SVC / TS CONTAINER
00709 WASTE MANAGEMENT OF PORTLAND	6,736.18	SOLID WASTE / TRANSFER STA - CONTRACT SVC / TRASH TIPPNG
00094 WHITE SIGN	614.32	Rds & Drain / Road Maint - PUBLIC WAYS / SIGNS/SUPPLY

Prepaid Total-- 10,722.19

Current Total-- 350,345.12

Warrant Total-- 361,067.31

COMMUNICATIONS

- **SELECT BOARD**
- **STAFF REPORTS**
- **BOARDS & COMMITTEES**
- **PUBLIC COMMUNICATIONS**

Age Friendly Committee Meeting Minutes of August 10, 2022

Attending: Steve DeAngelis, Ed Dodge, Maggie Edmondson, Eric Johnson, Elaine Katz

Regrets: Marianne Perry and Romaine Turyn

Approval of July 13 minutes – Elaine will forward to Kristin

Before Old Business was begun – members welcomed Eric Johnson and Steve DeAngelis

Old Business:

Marianne had forwarded the following notes: She has completed calling the list of people that was generated at the June election table. Notable responses: Corey Wilson will get in touch with the AFC regarding speaking to us about transportation issues

Ed Dodge reported that he has followed up with Kristen regarding an individual who requested Handy Helper assistance.

Ed is the Handy Helper Contact person for the Town Office.

Both Eric and Steve offered to be added to the Handy Helper list of volunteers.

Ed will also follow up with Rocko Graziano about serving or helping with technology requests.

Going along with this, Ed shared an important resource – the NDEC Catalog of Digital Learning Classes. People may access this wealth of information through the following site: www.digitalequitycenter.org

Comprehensive Planning Update: Elaine reported that there are many important issues that relate directly to the interests of the AFC – this past meeting there was much discussion about housing for the elderly. The Comprehensive Plan is still a work in progress. However, a Short Survey was developed and it is hoped that it can be widely disseminated in a variety of formats to encourage the greatest response from all Readfield residents.

Neighbors Driving Neighbors: Since the orientation that Elaine and Bruce went to in June, Bruce met with the Director of NDN, They are working on restoring their program to pre-pandemic levels at this time. It is estimated that timeline for incorporating Readfield into the program will not occur before sometime in 2023. Elaine will keep us posted.

Town Beach – There is now a poster board at the top of the driveway to the Readfield beach that reminds everyone that a permit is required (even though there is no fee for residents) to use the premises.

Articles for the Messenger: At this time, the committee agrees that it may not be necessary to contribute an article every month to the Messenger but will make sure that articles are submitted when there are concrete items to present. Currently there are several projects that are still a work in progress.

Finally, the AFC is requesting space in the town office for maintaining AFC files. At this time one cabinet draw would be sufficient but if that is not available, then the AFC is requesting that the town purchase a 2-drawer file cabinet.

New Business:

The possibility of offering Smoke Alarm installations this fall -- This has been a popular and important program in the past. Maggie will contact Romaine to obtain the paperwork and contact information necessary to put this program in motion. The AFC will revisit this in September.

Items arising from Melissa Small's visit last month: there were many exciting and worthy ideas that came out of this discussion, so the committee recommended that the focus be narrowed to the following: Steve offered to contact the middle school administration to see if there is interest in reviving Senior Café as an intergenerational program.

Ed will reach out to the Readfield United Methodist Church to see if there would be opportunities to use their space for programming.

The AFC also hopes to prioritize resurrecting popular programs that had to be curtailed during the pandemic -- high on this list is offering once again the very popular Readfield U. next March.

Topic: Welcome Basket -- much discussion around this project ensued and it became apparent that before delving into this new project, there is much to be done in preparation.

First and foremost, the AFC identified the need to review and update the AFC informational brochure with the idea that it could be converted or incorporated into a town wide mailing. AFC members will review the current Handy Helper brochure to see what type of revisions should be made and these will be discussed at the September meeting.

Meeting Adjourned at 10:20.

Respectfully submitted, Elaine

APPOINTMENTS,
REAPPOINTMENTS, &
RESIGNATIONS

**CERTIFICATE OF APPOINTMENT and OATH
FOR THE TOWN OF READFIELD**
(TITLE 30-A, M.R.S.A.ss2602)

Readfield Select Board
October 17, 2022
Item # 23-034

Appointment by the Select Board

To Sonya Clark of Readfield, in the County of Kennebec and State of Maine: There being a vacancy in the
Person's name
position of Warden the Select Board of the Municipality of Readfield do, in accordance with the
Position
provisions of the laws of the State of Maine, hereby appoint you to said position within and for the Municipality of Readfield, such
appointment for November 8, 2022.

Given under our hands this day of October 17, 2022.

Select Board of Readfield

_____ Dennis Price Kathryn Mills Woodsum Steve DeAngelis
_____ Sean Keegan Carol Doorenbos

TOWN OATH

I, Kristin Parks, hereby certify that Sonya Clark this day personally appeared before me and took
Clerk's name Person's name
the following oath:

I, Sonya Clark do swear, that I will support the Constitution of the United States and of the State, so long as I shall
Person's name
continue a citizen thereof.

I, Sonya Clark, do swear, that I will faithfully discharge to the best of my abilities, the duties incumbent on me as
Person's name
Warden according to the Constitution and laws of the State.
Position

Appointees signature: _____ Date: _____

Before me, Kristin Parks, Town Clerk of Readfield
Date: _____, Time: _____

STATE OF MAINE

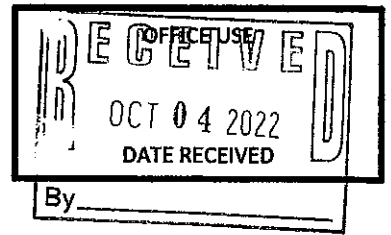
County of Kennebec
_____, 2022

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

Before me, _____ Municipal Clerk

TOWN OF READFIELD

APPOINTMENT APPLICATION



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

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

Please check one: 1st time appointment re-appointment

Which Board, Committee or Commission

are you applying for? Term:

Name: Greg Durgin Phone (H): 685-4481

Street address: 104 Winthrop Rd Phone (C): None

Mailing address: P O Box 242 Readfield

E-Mail: durgie@roadrunner.com

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

Teaching 40 years; 8 years on Trails Committee; 6+ yrs on Conservation Committee; Select Board member 6 yrs - worked on last Comp Plan

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

Ah, varied and sundry thinking on my part. I enjoy volunteering and helping to improve our town.

If you are currently employed, what is your position?

Substitute teacher RS 11 # 38

APPLICATION FOR APPOINTMENT FOR:

Name: Greg Durgin Position: Comprehensive Plan Term: ad hoc?

"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: *Greg Durgin* Date: 10/3/22

CLERK'S USE BEFORE THE APPOINTMENT

Please check one: 1st time Appointment Re-Appointment

Was this position advertised? Yes No If no, please explain: _____

Confirmation from Applicant of attendance at Select Board Meeting if required.

na

SELECT BOARD APPROVAL

To Greg Durgin of Readfield, in the County of Kennebec and State of Maine: There being a position on the Comp. Plan 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:

10/18/22 thru 10/30/23. Given under our hand this , day of , 20__.

Dennis Price

Steve DeAngelis

Sean Keegan

Carol Doorenbos

Kathryn Mills Woodsum

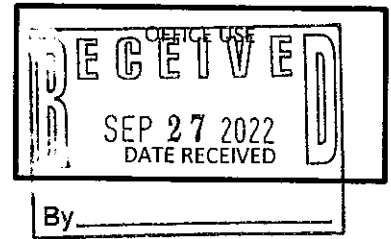
CLERK'S USE AFTER THE APPOINTMENT

Chair has been notified of appointment? Yes No If yes, what date:

Is an Oath appropriate: Yes No If yes, what date:

TOWN OF READFIELD

APPOINTMENT APPLICATION



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

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

Please check one: 1st time appointment re-appointment

Which Board, Committee or Commission
are you applying for?

Conservation Comm

Term: 2024

Alternate pos.

Name: Stephanie Donaldson

Phone (H): [REDACTED]

Street address: [REDACTED]

Phone (C): [REDACTED]

Mailing address: same

E-Mail: [REDACTED]

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

I have served one term on this commission.

Other experience in previous application.

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

If you are currently employed, what is your position?

APPLICATION FOR APPOINTMENT FOR:

Alternate Pos.

Name: Stephanie Donaldson Position: Conservation Commission Term: 2024

"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: Stephanie Donaldson Date: 9/26/22

CLERK'S USE BEFORE THE APPOINTMENT

Please check one: 1st time Appointment Re-Appointment
Was this position advertised? Yes No If no, please explain:

Confirmation from Applicant of attendance at Select Board Meeting if required.

Re-Appointment

SELECT BOARD APPROVAL

To Stephanie Donaldson of Readfield, in the County of Kennebec and State of Maine: There being a position on the Conservation Comm. 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:

10/17/22 thru 6/30/2024. Given under our hand this , day of , 20.

Dennis Price

Ralph F. Eno, Jr.

Sean Keegan

Carol Doorenbos

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



Readfield MAINE

Published on *Readfield ME* (<https://www.readfieldmaine.org>)

[Home](#) > [Volunteer](#) > [Appointment Application \(Web Fillable Form\)](#) > [Webform results](#) > [Appointment Application \(Web Fillable Form\)](#)

Submission information

Form: [Appointment Application \(Web Fillable Form\)](#) (1)
Submitted by Anonymous (not verified)
October 2, 2022 - 9:40am
24.198.175.229

Date

October 2, 2022

Which Board, Committee or Commission are you applying for?

Conservation

Yes No

Do you have previous experience on this board or committee? X

Name

Linnea Koons

Street Address

9 Sadie Dunn Rd

Mailing Address

9

Phone (Primary)

12073205537

Phone (Secondary)

E-Mail

llkoons@outlook.com

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

I'm a retired life and physical science teacher (34 years) with a Master of Science in Education from the University of Maine at Farmington. My undergraduate degree - Colby College, Geology. Former Master of Science Candidate at Pennsylvania State University - Reproductive Physiology. Additional course work at UMF - Botany, Forest Ecology, Grassland Ecology.

If you are currently employed, what is your position?

Retired

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

I grew up in the environmental movement in Maine. My father was the first Commissioner of the Department of Conservation (Donaldson Koons). I have been immersed in viewing environmental concerns from multiple perspectives from the time I was in 5th grade. As a science teacher in the Socratic tradition as well as with my scientific background, I can bring a broad perspective and the ability to pose good questions to the discussions in the Conservation Commission.

Electronic Signature

Linnea Koons

Check one!

I DO DO NOT

I DO/DO NOT approve the use of my contact information (address, email, phone) on the Town's public sites and publications.

X

CLERK'S USE BEFORE THE APPOINTMENT

Please check one:

1st time Appointment

Re-Appointment

Was this position advertised?

Yes

No

If no, please explain: _____

Confirmation from Applicant of attendance at Select Board Meeting if required.

10/18/2022 - yes

SELECT BOARD APPROVAL

To Linnea Koons of Readfield, in the County of Kennebec and State of Maine: There being a position on the Conservation Comm 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:

10/18/2022 thru 6/30/2023. Given under our hand this , day of , 20__.

Dennis Price

Steve DeAngelis

Sean Keegan

Carol Doorenbos

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

TOWN OF READFIELD

APPOINTMENT APPLICATION

OFFICE USE
10/14/2022
10:10 AM
DATE RECEIVED

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

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

Please check one: 1st time appointment re-appointment

Which Board, Committee or Commission

are you applying for?

Conservation Commission

Term:

2024
4 Year

Name: Jaaron Shaw

Phone (H):

Street address:

Phone (C):

Mailing address:

E-Mail:

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

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

I would like to volunteer and the town/commission has a need for someone in this position.

If you are currently employed, what is your position?

Property Manager

APPLICATION FOR APPOINTMENT FOR:

Name: Jaaron Shaw Position: Conservation Commission Member Term: 1 Year 2024

"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: [Signature] Date: 10/14/2022

CLERK'S USE BEFORE THE APPOINTMENT

Please check one: [X] 1st time Appointment [] Re-Appointment
Was this position advertised? [X] Yes [] No If no, please explain:

Confirmation from Applicant of attendance at Select Board Meeting if required.

Yes - 10/17/2022

SELECT BOARD APPROVAL

To Jaaron Shaw of Readfield, in the County of Kennebec and State of Maine: There being a position on the Conservation Comm 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:

10/18/2022 thru 10/30/2024. Given under our hand this [] day of [], 20__.

Dennis Price Steve DeAngelis Sean Keegan
Carol Doorenbos 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:

PUBLIC HEARING

PUBLIC NOTICE

To Lee Mank, a resident of the town of Readfield, in the County of Kennebec.

Greetings:

In the name of the State of Maine, you are hereby required to notify and warn the voters of the town of Readfield that the municipal officers of said town will meet at the Readfield Town Office, on Monday, the 17th day of October 2022 at 6:30 P.M. and then and there consider the enactment of the following ordinance:

2022 Revisions to the Public Ways, Traffic, and Parking Ordinance of the Town of Readfield, Maine

The full text of said ordinance being attached to this Public Notice, and also available at the Readfield Town Office and on the Town of Readfield website at <https://www.readfieldmaine.org/select-board/agenda/october-17-2022-select-board-meeting>.

The public will be given an opportunity to be heard prior to the consideration of the above ordinance by the Municipal Officers.

Given under our hands this 19th day of September, 2022

Dennis Price, Chair

Kathryn Mills Woodsum, Vice Chair

Steve DeAngelis

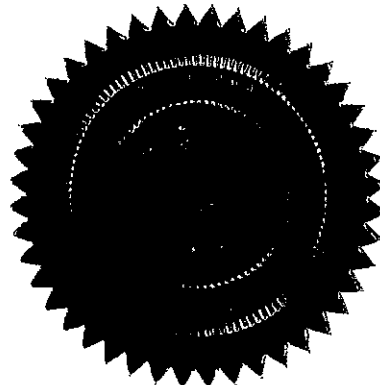
Carol Doorenbos

Sean Keegan

Municipal Officers of Readfield, Maine

Attest:

Kristin Parks, Town Clerk



OLD BUSINESS

**2022 Revisions to the Public Ways,
Traffic, and Parking Ordinance
Of the
Town of Readfield, Maine**

ENACTED: ~~December 9, 2019~~ _____

CERTIFIED BY: _____

Signature

CERTIFIED BY: _____

Printed Name

Title

**Public Ways, Traffic, and Parking Ordinance
of the
Town of Readfield, Maine**

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1. GENERAL PROVISIONS:

- A. This Ordinance shall be known and may be cited as the “Public Ways, Traffic, and Parking Ordinance” and will be referred to herein as this Ordinance.
- B. The purpose of this Ordinance is to ~~lessen~~improve safety hazards and the risk of injury to the traveling public, aid to in the control of the movement and stopping of vehicular traffic, to prevent damage to and extend the life expectancy of public ways, and to reduce the public expense for their maintenance, operation, and repair within the Town of Readfield,
- C. The provisions of this Ordinance apply to all public ways ~~within~~under the jurisdiction of the Town of Readfield. This Ordinance does not govern traffic, parking, or pedestrian activity on private ways.
- D. This ordinance does not apply to motor vehicles parked in a prohibited area for the following reasons:
 - 1. Mechanical problems or breakdown lasting less than 24 hours;
 - 2. Emergency situations;
 - 3. Maintenance, construction, repair or installation of utilities or the public way by any State or municipal agency or utility company.

2. ESTABLISHMENT & AUTHORITY

- A. This Ordinance is established under M.R.S. Title 30-A §3009 and §4452, and M.R.S. Title 29-A §2395 and §2388, pursuant to an affirmative vote by the Town of Readfield Select Board.
- B. The Select Board has the exclusive authority to enact all traffic ordinances in the municipality, subject to the following provisions:
 - 1. The Select Board may regulate pedestrian traffic in the public ways, including, but not limited to, setting off portions of a municipality's public ways for sidewalks and regulating their use; providing for the removal of snow and ice from the sidewalks by the municipality; and establishing crosswalks or safety zones for pedestrians.
 - 2. The Select Board may regulate the operation of all vehicles in the public ways and on publicly owned property.
 - a. The violation of any ordinance authorized by this paragraph is a civil violation.
 - b. A municipality may not adopt or enforce an ordinance authorized by this paragraph that is the same as or conflicts with any speed or other traffic control

limits imposed by the Department of Transportation pursuant to Title 23 or 29-A. [1999, c. 753, §8 (AMD)].

3. The municipal officers may regulate the parking of motor vehicles on any public way or public parking area.

3. DEFINITIONS

Except as otherwise provided herein, the definitions contained in M.R.S shall govern the construction of words contained in this Ordinance. Any words not defined therein shall be given their common and ordinary meaning.

- A. Designee - Any person granted permission to enforce this Ordinance, including but not limited to municipal officials and State, County, and other law enforcement officials.

B. Public Way - As read in this Ordinance, “public way” means any public road, bridge, parking area, ~~or sidewalk,~~ way dedicated to public use; or way upon which the public has a right of access or has access as invitees or licensees.

B.C. Sight Distance - The length of unobstructed sight line of motor vehicle drivers in normal daylight conditions. Sight distance is measured from the perspective of a hypothetical person seated in a vehicle from three vantage points: (1) sitting in the access viewing vehicles traveling on the highway (both left and right), (2) traveling on the highway viewing a vehicle sitting in an access and (3) traveling on the highway viewing a vehicle turning into the access (both ahead and behind). In case of discrepancy between these measurements, the lesser measurement will be used to determine whether the sight distance standard is met. Sight distance is measured to and from the point on the centerline of the proposed access that is located 10 feet from the edge of traveled way. The height of the hypothetical person’s view is considered to be 3½ feet above the pavement and the height of the object being viewed is considered to be 4¼ feet above the pavement.

4. PARKING & USE RESTRICTIONS

- A. Readfield Corner.

~~1. A map of parking restrictions at Readfield Corner is attached as an appendix.~~

~~2.1.~~ There shall be NO PARKING at any time in the following areas

- a. On Church Road, starting at the center of Main Street and continuing 70 feet northerly along both sides of the road. 70 feet from the center of Main St. along Church Rd, both sides.
- b. On Main Street, starting at the center of Church Road and continuing 90 feet easterly from the center of Church Rd. along Main St. toward Maranacook Lake,

on the Mt. Vernon (north) side of the road.

- c. On Main Street, starting at the center of Route 41 and continuing 200 feet easterly from the center of Rt. 41 along Main St. toward Maranacook Lake, on the Winthrop (south) side of the road.
- d. On Route 41, starting at the center of Main Street and continuing 50 feet southerly along both sides of the road. 50 feet from the center of Main St. along Rt. 41, both sides.
- e. On Main Street, starting at the center of Church Road and continuing 90 feet westerly toward from the center of Church Rd. along Main St. toward Fayette, on the Mt. Vernon (north) side of the ~~Rd~~road.
- f. On Main Street, starting at the center of Route 41 and continuing 90 feet westerly from the center of Rt. 41 along Main St. toward Fayette, on the Winthrop (south) side of the ~~Rd~~road.

~~3.2.~~ Only parallel parking shall be allowed outside of the above referenced areas.

B. Town-Wide.

- 1. Parking is allowed only on one side of any public way unless otherwise designated and only in areas where doing so does not violate other provisions of this Ordinance. Parking on both sides of any public way is prohibited unless prior consent is granted by the Road Commissioner or ~~their~~ designee.
 - a. It is the responsibility of the property owner, organizer, or sponsor of any event requiring on-street parking to ensure that this requirement is met.
 - b. Signage identifying which side of the street is restricted must be in place prior to the start of the event and must be removed within 24 hours of the end of the event.
 - c. Signage shall include clear language stating “NO PARKING THIS SIDE” or similar.
- 2. Except in compliance with a statute or with this Ordinance, a person shall not stop or park a vehicle on any public way in any of the following places:
 - a. On a sidewalk.
 - b. In front of a public or private driveway.
 - c. Within an intersection.

- d. In any location that obstructs access to, and in no case is ~~W~~within seven (7) feet of a fire hydrant, except as otherwise designated by the Road Commissioner.
- e. On a crosswalk.
- f. Alongside or opposite any excavation or obstruction when stopping or parking would obstruct traffic.
- g. On the roadway side of any vehicle stopped or parked at the edge or curb of a public way.
- h. On any bridge or other elevated structure.
- i. At any place where official signs or yellow striped areas or yellow curbing indicates a restricted, no-stopping or no-parking area.
- j. Within twenty (20) feet of a marked crosswalk unless otherwise designated.
- k. Within twenty (20) feet of the near corner of the curbs at an intersection unless otherwise designated.-

3. A person shall not park any vehicle on a public way so as to leave available less than ~~ten-twenty (1020)~~ feet of the width of the traveled portion of the roadway for free movement of vehicular traffic without prior approval of the Road Commissioner.

3.4.The Road Commissioner may designate areas of any Public Way as a parking place or as a place where parking is prohibited.

5. Where parking places are marked by painted lines, a person must park a vehicle within the lines for either temporary or permanent parking.

4.6.The Road Commissioner may impose time limits on parking in any public way.

5.7.A person shall not park a vehicle in a parking stall specifically designated and clearly marked for persons with physical disabilities unless the vehicle is equipped with a special designating plate or displays placard issued by the secretary of state under the provisions of and in compliance with 29A M.R.S.A. § 521. A person shall not park in an access aisle adjacent to a disability parking space regardless of whether the person has been issued a disability registration plate or removable placard by the State of Maine. Disability access aisles shall be marked by painting on the pavement a rectangular box with white or yellow diagonal stripes.

6.8.Where traffic-control signals are not in place or in operation, the operator of a vehicle shall yield the right-of-way to a pedestrian crossing a public way within any marked crosswalk or at any intersection protected by a stop sign. When any vehicle is stopped at a crosswalk or intersection to permit a pedestrian to cross, the driver of any other

vehicle approaching from the rear shall not overtake and pass the stopped vehicle.

9. Every pedestrian crossing a public way at any point other than within a crosswalk or protected intersection shall yield the right-of-way to all vehicles on the way.

7-10. All crosswalks and pedestrian crossings shall be installed perpendicular to the public way, and shall adhere to the guidance in the most recent version of the Manual on Uniform Traffic Control Devices (MUTCD) issued by the Federal Highway Administration.

8-11. Pedestrians shall walk on a sidewalk when ~~there is one~~ is available, otherwise, they shall walk on the left side of a public way, against traffic and shall yield to oncoming traffic by stepping off the paved portion of the way when traffic approaches.

9-12. A person shall not drive a vehicle within any sidewalk area except at a driveway.

10-13. No person shall ride a bicycle or skateboard on a sidewalk except in a prudent and reasonable manner having proper regard for public safety. In all cases, bicyclists on a sidewalk shall yield the right-of-way to pedestrians.

11-14. Parking on municipally owned or maintained property not previously addressed (including parks, trailheads, parking lots, etc.) shall be in accordance with the following provisions:

- a. No parking from dusk to dawn outside of scheduled publicly municipally sponsored events unless permission is granted by the Road Commissioner.

5. TRAFFIC CONTROL DEVICES

- A. The Road Commissioner, with the aid of any necessary municipal staff or contractors, shall place and maintain all traffic signs and traffic control devices authorized by the Select Board and this Section.
- B. Any provision of this Ordinance for which signs are required may not be enforced if at the time and place of the alleged violation an official traffic sign is not properly positioned and sufficiently legible to be seen and read by an ordinarily observant person.
 1. All traffic signs shall, whenever possible, meet the guidelines established in the most ~~current-recent~~ version of the Manual on Uniform Traffic Control Devices (MUTCD).
 2. Speed limit signs may be advisory or regulatory. Regulatory signs must reflect the speed limit for the roadway established by the Maine Department of Transportation.

3. No-parking signs must be placed in no-parking areas in such a manner as to be seen and understood by an ordinarily observant person.

C. Crosswalk signs and pavement markings shall be placed on all crosswalks situated located on public ways.

D. Physical traffic control devices including but not limited to center-line signage, posts, bollards, curbing, and speed bumps, speed humps, and speed tables may be installed on any public way.

6. SNOW REMOVAL & PLOWING

Maintaining safe and navigable roadways is of fundamental importance to the Town of Readfield. This is especially so in the winter months when snow removal requires municipal crews, private residents, and contractors to perform snow removal on, across, and adjacent to our public ways. Accordingly:

A. No person shall plow, or transfer in any manner, snow or ice across any public way within the Town of Readfield, unless such plowing or transfer is done in such a manner as to:

1. Leave no ridge, lump, or other trace of snow or ice within the traveled portion of such public way; and.

2. Create no bulge or other protuberance in the banks along such public way.

B. For the purpose of facilitating snow removal, the Road Commissioner may place temporary signs along any public way from which the snow is about to be removed, indicating that parking a vehicle is prohibited. A person shall not park a vehicle within the area indicated by the signs.

C. Vehicles or other personal property interfering with winter maintenance of any public way may be removed at the owner's expense in accordance with the OBSTRUCTION OF A PUBLIC WAY section of this Ordinance.

D. Any person who violates the above provisions of this section shall be subject to a penalty of \$100 for each violation.

7. OBSTRUCTION OF A PUBLIC WAY

A. No person shall obstruct any public way. Any vehicle or other personal property parked, disabled, or abandoned on any public way that interferes with or hinders maintenance, snow removal, or the normal movement of pedestrians or traffic on any public way may be removed and stored, at the owner's expense, at the order of the Road Commissioner or designee without notice.

- B. Advance notice will be provided whenever possible, however, and reasonable efforts to contact the owner of the vehicle or property shall be made prior to removal. The Town and its agents will in no way be responsible for any damage or loss to a vehicle stored in compliance with this Section.
- C. When any vehicle is towed pursuant this Ordinance, the following procedure shall be followed:
 - 1. Notice shall be sent to the registered owner of the vehicle by regular mail 1st class mail within 24 hours following the tow, by the company that did the towing.
 - 2. The notice shall contain the registration number & brief description of the vehicle, location of where the vehicle is stored, the cost of the tow & the daily storage charge if the vehicle is left more than 48 hours in storage after the notice has been mailed.

8. TEMPORARY ROAD CLOSURE

- A. The Road Commissioner or ~~their~~ designee may establish one-way traffic or restrict through traffic on such streets and ways at such times of the year as may appear necessary, by appropriate signs or markings clearly indicating such restrictions. This action is not regarded as a Temporary Road Closure within this Ordinance.
- B. An 'on the spot' closure by the Police or by the Fire Department during emergencies or processions, or a closure by the Road Commissioner or ~~their~~ designee for road construction or maintenance are not regarded as Temporary Road Closures within this Ordinance.
- C. The Road Commissioner or ~~their~~ designee may close streets for the purposes of a Temporary Road Closure to allow for such activities as Block Parties, Fairs, Carnivals, Fun-Runs and Exhibitions when the Select Board determines a need exists.
- D. Procedures for Processing Temporary Road Closure Applications
 - 1. An application in writing must be received by the Select Board at least six (6) weeks prior to the closure. Details should include:-
 - a. Applicant's name and address.
 - b. Street names to be closed.
 - c. Limits of the closure.
 - d. Date(s) and Time(s) of the closure.
 - e. Reasons for the closure.

2. A fee to cover costs may be required as a condition of approval, set and adjusted from time to time by the Select Board.
3. The applicant is to obtain consent in writing to the closure from the occupants of properties situated along the street(s) to be closed. This is to be included with the application.
 - a. If the proposed closure is to be short term (less than 24 hours) the matter does not require consideration by the Road Committee and Road Commissioner. However, concurrence must be obtained from the Police, the Fire Department and the Road Commissioner. If buses are to be effected, the RSU #38 should also be consulted.
 - b. If the proposed closure is to be longer term, the matter must be referred to the Road Committee and Road Commissioner for consideration.
4. In conjunction with the above, the Select Board will direct the Town Office to advertise the closure and seek comments from the public.
5. Following receipt of comments, the matter is referred to the Select Board for approval/rejection.
6. The applicant is notified of the Select Board's decision.
7. The Town Office is also to notify the Ambulance Service and Fire Department if the closure is approved.

E. Standard Conditions.

1. Below is a list of standard conditions to be applied for Temporary Road Closures. Additional conditions may be applied for specific cases:
 - a. The closure is to be indicated by suitable barriers and signs which are to be removed promptly at the conclusion of proceedings.
 - b. Notices to the public of the upcoming road closure are to be posted at the town office, post offices, other prominent locations, and also along all public entries of the road to be closed at least seven (7) days in advance.
 - c. Barriers are to be ~~manned~~ attended at all times by a competent person.
 - d. Traffic Hazard Warning Lamps are to be kept in operation at all times during the hours of darkness.
 - e. The local Police are to be notified and any Police directions are to be obeyed.

- f. A clear access is to be maintained for emergency vehicles at all times.
- g. Any person having a legitimate reason to gain access is to be permitted to do so without undue delay.
- h. The area is to be left clear and tidy at the conclusion of proceedings.

9. ROAD OPENING

~~RESERVED~~

A. Purpose and Applicability.

- 1. The purpose of this section is to promote the safety and general welfare of the community, and to protect public infrastructure from undue adverse impacts by ensuring all work in Public Ways is properly constructed and to ensure that the appropriate public officials are notified in advance of such work.
- 2. This ordinance does not apply to work done on state highways (Route 17, Route 41, Route 135, and North Rd.) or on private roads within the Town of Readfield.

B. Application Requirements and Procedures.

- 1. Permit Required: Before any construction involving excavation in a Public Way may take place, the contractor shall prepare and submit a Road Opening Permit Application, and receive a Road Opening Permit from the Road Commissioner.
- 2. Application Form: Applications for Road Opening Permits shall be made on a form available at the Town Office.
- 3. Application Review: The Road Commissioner or designee shall review the application for compliance with this ordinance and shall issue a decision on the application within 72 hours of receipt of the application. The Road Commissioner or designee may attach special conditions to the permit, if deemed necessary to ensure compliance with this ordinance or to maintain public safety.
- 4. Timing: Outside of emergency repair work as determined by the Road Commissioner or designee, Road Opening Permits shall not be issued for Public Ways paved within the past two years.
- 5. Inspections: The Road Commissioner or designee may at any time inspect the work covered by the Road Opening Permit.
- 6. Application Fee: The fee for the Road Opening Permit shall be set by the Select Board.

C. Performance Standards.

1. During all times when the Contractor is working in a Public Way, proper traffic control must be maintained. The most recent edition of the Manual on Uniform Traffic Control Devices (MUTCD) issued by the Federal Highway Administration shall be the standard applied to traffic controls.
2. If applicable, proper trenching techniques shall be used during all excavations, in accordance with Occupational Safety and Health standards and guidelines.
3. All backfill material shall be thoroughly compacted. The top of the trench shall be of a clean gravel processed to a graduation of no larger than three (3) inches and be of a thickness equal to the present base but under no circumstances be less than twelve (12) inches after compaction.
4. All pavement removed is to be taken away from the work site and disposed of at an approved disposal facility. The pavement opening shall be squared and repaved using two (2) inches of binder with one (1) inch of surface mix or greater, to match existing pavement depth. Mix design shall meet all Maine DOT specifications.
5. The permittee assumes responsibility for the site during construction and for a period of two years from the date of completion. Should a problem arise, it will be the sole responsibility of the permittee to take all corrective measures deemed necessary by the Road Commissioner. Street construction is to be completed as soon as practical in order to prevent unnecessary hazards to the public.
6. All surplus material and construction debris must be removed from the work site before the contractor completes demobilization activities.
7. A minimum of one-half of the travel width of the roadway shall be open to traffic at all times.

D. Enforcement.

1. At the request of the Road Commissioner, the Code Enforcement Officer shall issue a stop-work order if a contractor fails to adhere to the requirements of this ordinance.

10. WEIGHT RESTRICTIONS & ROAD POSTING

A. Restrictions and Notices.

1. The municipal officers may, either permanently or seasonally, impose such restrictions on the gross registered weight of vehicles as may, in their judgment, be necessary to protect the traveling public and prevent abuse of the highways, and designate the public ways to which the restrictions shall apply.

2. Whenever notice has been posted as provided herein, no person may thereafter operate any vehicle with a gross registered weight in excess of the restriction during any applicable time period on any public way so posted unless otherwise exempt as provided herein.
3. Pursuant to 29-A M.R.S. § 2395, the notice shall contain, at a minimum, the following information: the name of the public way, the gross registered weight limit, the time period during which the restriction applies, the date on which the notice was posted, and the signatures of the municipal officers. The notice shall be conspicuously posted at each end of the restricted portion of the public way in a location clearly visible from the traveled way.
4. Whenever a restriction expires or is lifted, the notices shall be removed wherever posted. Whenever a restriction is revised or extended, existing notices shall be removed and replaced with new notices. No person may remove, obscure or otherwise tamper with any notice so posted except as provided herein.

B. Exemptions

1. The following vehicles are exempt under State law: Any vehicle delivering home heating fuel or organic animal bedding and operating in accordance with a permit issued by the MDOT under 29-A M.R.S. § 2395 (4) and, when necessary during a period of drought emergency declared by the governor, any vehicle transporting well-drilling equipment for the purpose of drilling a replacement well or for improving an existing well on property where that well is no longer supplying sufficient water for residential or agricultural purpose and operating in accordance with a permit issued by the MDOT under 29-A M.R.S. § 2395 (4-A).
2. Frozen road exemption: This ordinance shall not apply to any restricted road which is frozen. The highway is considered “frozen” only when the air temperature is 32° F or below and no water is showing in the cracks of the road. Both conditions must be met.
3. The following vehicles are also exempt under the specific provisions of this ordinance:
 - a. Any vehicle or combination of vehicles registered for a gross weight of 23,000 pounds or less.
 - b. MaineDOT vehicles or other vehicles authorized by MaineDOT or a municipality or county to maintain the roads under their authority.
 - c. Authorized emergency vehicles as defined in 29-A M.R.S. § 2054, school buses, a wrecker towing a disabled vehicle of legal weight from a posted highway, and vehicles with three axles or fewer under the direction of a public utility and

engaged in utility infrastructure maintenance or repair.

- d. Any two axle vehicles registered for a gross weight in excess of 23,000 pounds and less than or equal to 34,000 pounds that are carrying any of the Special Commodities may operate without a permit. Special Commodities includes any of the following:
 - i. Home delivered heating fuel (oil, gas, coal, stove size wood that is fewer than 36" in length, propane and wood pellets);
 - ii. Petroleum products;
 - iii. Groceries;
 - iv. Bulk milk;
 - v. Bulk feed;
 - vi. Solid waste;
 - vii. Organic animal bedding; or
 - viii. Sewage from private septic tanks or ~~porta-potties~~portable toilets

C. Permits

1. The owner or operator of any vehicle not otherwise exempt as provided herein may apply in writing to the Road Commissioner for a permit to operate on a posted public way notwithstanding the restriction. The Road Commissioner may issue a permit only upon all of the following findings:
 - a. no other route is reasonably available to the applicant;
 - b. it is a matter of economic necessity and not mere convenience that the applicant use the public way; and
 - c. the applicant has tendered cash, a bond or other suitable security running to the municipality in an amount sufficient, in their judgment, to repair any damage to the public way which may reasonably result from the applicant's use of same.
2. Even if the Road Commissioner makes the foregoing findings, they need not issue a permit if they determine the applicant's use of the way or bridge could reasonably be expected to create or aggravate a safety hazard or cause substantial damage to a way or bridge maintained by the municipality. They may also limit the number of permits issued or outstanding as may, in their judgment, be necessary to preserve and protect

the public ways.

3. In determining whether to issue a permit, the Road Commissioner shall consider the following factors:
 - a. the gross registered weight of the vehicle;
 - b. the current and anticipated condition of the public way;
 - c. the number and frequency of vehicle trips proposed;
 - d. the cost and availability of materials and equipment for repairs;
 - e. the extent of use by other exempt vehicles; and such other circumstances as may, in their judgment, be relevant.
4. The Road Commissioner may issue permits subject to reasonable conditions, including but not limited to restrictions on the actual load weight and the number or frequency of vehicle trips, which shall be clearly noted on the permit.

D. Penalties

Any violation of this Ordinance section shall be a civil infraction subject to a fine of not less than \$250.00 nor more than \$1,000.00. Each violation shall be deemed a separate offense. In addition to any fine, the municipality may seek restitution for the cost of repairs to any damaged way or bridge and reasonable attorney fees and costs. Prosecution shall be in the name of the municipality and shall be brought in the Maine District Court.

11. DRIVEWAY SITING & CULVERTS

A. Permit Required.

1. Any new driveway entrance onto a Town or privately-owned road requires an entrance permit to be applied for, approved and issued by the Road Commissioner or the Commissioner's designee following the payment of the applicable review fee. Driveway entrances requiring site review in accordance with the Land Use Ordinance shall first require approval from the Planning Board.
2. If a new entrance requires the installation of a culvert, the Road Commissioner or designee will state on the permit the diameter and length of the culvert. The culvert must be installed according to these installation specifications and any other conditions which the Road Commissioner or designee may impose.

B. Siting Requirements

1. Driveway entrances to lots must be located to provide for the minimum Sight Distances for the speed limit posted on any public or private road and required as Basic Safety Standards in Chapter 299 of the Maine Department of Transportation “Highway Driveway and Entrance Rules”: Part B, Section 2. These sight distances are as follows:

Posted Speed (MPH)	Sight Distance (feet)	Sight Distance (feet)
Less than 20		None required
20		155
25		200
30		250
35		305
40		360
45		425

2. If the required sight distance cannot be achieved due to the topography, configuration or other unique circumstances of the property, and not for the convenience of or as the result of any action taken by the owner of the lot, this distance may be reduced to the extent necessary to provide the greatest sight distance as determined by the Road Commissioner.
3. The edge of the driveway shall be setback at least ~~ten~~ (10) feet from the edge of any side or rear property line unless there is a survey of the property completed by a Registered Land Surveyor and corner pins properly locating the property lines exist. In such case, the edge of the driveway may be as close as ~~three~~ (3) feet from a side or rear property line, provided proper drainage is installed to ensure that stormwater runoff is not channeled onto abutting property without a legal drainage easement. Shared driveways shall be exempt from the setback requirements.

C. Culvert Installation Standards.

1. The minimum diameter of any culvert shall be ~~15~~ ~~twelve~~ (12) inches, the minimum length shall be ~~twenty~~ (20) feet and the maximum length shall not exceed ~~30~~ ~~forty~~ (40) feet unless the Road Commissioner approves otherwise.
2. All culvert pipe and fitting materials shall be new and shall be constructed of High Density Polyethylene (HDPE) meeting at least AASHTO M294, Type S standards and shall be installed according to this policy and the manufacturer’s recommendations. Where there may be inconsistencies or conflicts between these, the Road Commissioner shall make the final determination.
3. When setting a culvert, all mulch, peat or other organic material must be removed from the base area and replaced with gravel bedding material no larger than 2-1/2 inches. If a culvert must be installed over ledge or other unyielding material, the

- culvert must be placed on twelve (12) inches of acceptable bedding material.
4. Culverts must be set at a downhill pitch of 2-4% (approx. 6-10 inches for a twenty-four (24) ft. culvert).
 5. Backfill material around the culvert and a minimum of twelve (12) inches of cover material over the culvert must be placed in 6-inch lift increments and compacted to 95%. If the depth of the cover material cannot meet the minimum twelve (12)-inch requirement due to the presence of ledge, this may be reduced to the greatest practical extent as determined by the Road Commissioner.
 6. Road ditches on each end of the culvert must be dug out for a distance adequate to provide for the free flowage of stormwater through the culvert. At a minimum, the ditch at the inlet of the culvert must be opened to allow full passage of water into the culvert and, the ditch from the outlet of the culvert must be tapered down-slope for a distance sufficient to result in a continuous grade elevation equal to or less than that of the base, or invert, of the installed culvert.
 7. The grade of the entrance shall slope away from the road surface at a rate of ½ inch per foot to provide for a low spot 3 feet beyond the edge of the existing shoulder, but not less than 5 feet from the edge of the pavement or traveled way and shall be graded so that surface water shall be carried away from the road.
 8. Culverts shall extend at least 6 inches beyond the base of a 2-to-1 slope on either side of the driveway and rock headers must be installed around both ends of the culvert.
 9. When it is anticipated the culvert size may need to exceed twenty-four (24) inches in diameter, the landowner/developer may be required to obtain professional advice for sizing and installation of the culvert. All such costs shall be paid for by the landowner/developer.
 10. Driveways shall not be ditched to carry new stormwater from the developed site to the Town road ditch. The developed site includes all new structures, driveways and private roads, parking areas, sidewalks, and other changes to real estate resulting in new impervious surface area.
 11. The landowner/developer is responsible for providing all necessary barricades, lights, warning signs and other devices as necessary to safeguard traffic properly while work is in progress.

D. Culvert Installation, Maintenance, and Replacement.

1. Following approval of the installation, the landowner/developer is responsible for the purchase, installation and proper backfilling of said culvert.

2. If the culvert is installed within the limits of a Town-owned road, the Town thereafter becomes responsible for the maintenance and any necessary replacement of the culvert according to the requirements of this policy.

12. ENFORCEMENT & PENALTIES

- A. Enforcement of this Ordinance, including but not limited to the issuance of permits and notices of violation, shall be the responsibility of the Road Commissioner and Code Enforcement Officer or their designees, acting as duly authorized representatives of the Town of Readfield.
- B. Action to enforce this Ordinance may also be taken through the Land Use Ordinance of the Town of Readfield.
- C. When necessary to meet an emergency situation in the interest of the health, safety or general welfare of the residents of the town, the Fire Chief, or his designee, may temporarily suspend any provision of this Ordinance. They may restrict and divert vehicular and pedestrian traffic, and may restrict or regulate parking.
- D. Any violation of this ordinance is a civil violation.
- E. The Select Board may establish a method by which persons charged with the violation of ordinances governing pedestrian traffic on the public ways may waive all court action by payment of specified fees within stated periods of time. [1991, c. 549, §16 (AMD); 1991, c. 549, §17 (AFF).]
- F. Penalties under this ordinance may include the removal of personal property or vehicles from the public way at the owner's expense, as well as monetary penalties.
 1. Unless otherwise noted, monetary penalties for violation of this Ordinance shall be as follows. Subsequent offenses shall be counted during the 12 month period following the first offense:
 - 1st offense - \$25
 - 2nd offense - \$50
 - 3rd offense - \$100
 - 4th or subsequent offense - up to \$500
 2. In any instance where penalties in this section conflict with penalties identified elsewhere in this Ordinance, the more substantive penalty shall apply.
 3. Penalties shall be payable to the Readfield Town Office within three business days of notice of violation.
 - ~~4.~~ Unpaid penalties shall be collected using the most expedient means, including the use of third party collection agencies.

13. CONFLICTS WITH OTHER ORDINANCES

Whenever a provision of this Ordinance conflicts with or is inconsistent with another provision of this Ordinance or of any other Ordinance, regulation or statute, the more restrictive provision shall apply.

14. AMENDMENT

This Ordinance may be amended by the Select Board at any properly noticed meeting.

15. SEVERABILITY

The invalidity of any section or provision of this Ordinance shall not be held to invalidate any other section or provision of this Ordinance.

16. ABROGATION

This Ordinance repeals and replaces any municipal ordinance, portion thereof, or legislative action previously enacted relating to the management or operation of public ways, traffic, and parking in the Town of Readfield. ~~Known ordinances and policies include:~~

~~The Readfield Corner Parking Ordinance,~~

~~The Readfield Select Board Traffic Ordinance—Temporary Road Closure Policy,~~

~~The Snow Plowing Ordinance, and~~

~~The Driveway Entrance Siting and Culvert Installation and Maintenance Policy~~

17. APPENDICES

The following appendices are related to but separate from this Ordinance and are available at the Town Office or on the Town of Readfield website.

- Appendix A - Driveway Application & Permit
- Appendix B - Road Opening Application & Permit
- Appendix C - Temporary Road Closing Application & Permit
- Appendix D - Over Weight Application & Permit
- Appendix E - Notice of Violation
- Appendix F - Parking Maps
- Appendix G - Listing of Town Roads and Public Ways

NEW BUSINESS



TOWN OF READFIELD

8 OLD KENTS HILL RD. • READFIELD, MAINE 04355

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

TO: Automobile Graveyard / Junkyard Permittee
FROM: Chip Stephens, Code Enforcement Officer
DATE: September 21, 2022
RE: Renewal Permit

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

- **The Select Board hearing for your renewal permit will be on Monday, October 18, 2021 beginning at 6:30 pm at the Town Office.**
- **Your site inspection will be scheduled after the Town of Readfield receives your completed application and fee. The owner of the property needs to be present for this inspection, my office hours are Monday, Wednesday and Friday 8:30 to 3:30, if you have a preference for a particular day or time, please call me.**

Enclosed is your application for renewal. Be sure to answer all questions and mail or return it with your application fee to the **town office before October 5, 2021. The annual renewal application fee is \$100.**

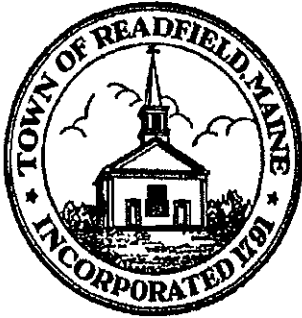
If you have any questions, please call me at 685-3290.

Thank you,

R Chip Stephens
CEO Readfield

READFIELD AUTOGRAVE / JUNKYARDS

OWNER	BUSINESS	LOCATION	TAX MAP	MAIL ADDRESS
current				
Scott Lucas	Lucas Auto Parts and Salvage	283 Plains Road	129-014	113 Plains Road Readfield
Cyrus, Barbara, Seth Whitcomb	Antique Auto Recycling	42 Whitcomb Dr	109-007	42 Witcomb Dr , Readfield
Ken and Mark Edgecomb	Kens Drag-In Auto Inc	473 Gordan Road	123-017	POB 5014 Augusta ME 04330
Alfred Parks	Parks Towing	773 Main St.	128-066	Indicated he is applying this yea
not applicable				
Steven Thumm	Junkyard	397 Gorden Road	124-022	cleaning up and decommissionir
Lee Mank	L & M Enterprises	1288 Main St.	119-049	2009 approved light automotive
Steven Woodsum	Great Northern Motor works	1697 Main St.	105-008	legal existing restoration garage
Zack Hatch	individual	846 Main St.	121-022	WIP



TOWN OF READFIELD

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

October 17, 2022

Memorandum

To: Readfield Select Board, Town Manager
From: Chip Stephens, Codes Office
Subject: 2022 Automobile Graveyard Permitting

I have completed the review of the three automobile graveyard renewal applications and undertaken inspections of their yards; Ken' Drag-in Auto, Owners - Ken / Mark Edgecomb, Antique Auto, Owners – Cyrus / Barbara & Seth Whitcomb and Lucas Auto Parts & Salvage, Owner - Scott Lucas have maintained automobile junkyard operations and are in compliance with local review requirements. The inspections this year included the tracking of recycled materials;

- Many tons of scrap metal, used tires, aluminum rims, batteries, catalytic converters, recycled oil products used as a heating source and the resale of used anti-freeze.
- Mercury Switches – fewer are harvested each year as they were phased out for the most part over a decade ago.

These businesses were provided a 2022 application, inspection was scheduled to meet their needs for their yearly inspection, and have paid their \$100 fee requirement. The Readfield Inspection Checklist was followed. These auto graveyards have made improvements and should continue their improvements by following the State's Best Practices for recycling. They have better emergency access roadways and have increased their recycling activities. All liquids, batteries and switches are stored properly and/or used on site or sold to be reused / recycled to responsible parties. At least one junkyard has had issues getting the State to take in mercury switches, but there seems to be a market for scavenge individuals to fill that void as a for profit side business.

I am recommending that their renewals be approved with conditions as stated on their permits.

Tires are a huge problem in terms of reducing their footprint on these businesses and other properties. The cost of disposal makes it almost impossible, financially, for property owners to lower their unwanted inventory of old tires. Again as last year, I suggest the town consider a take back or incentive partner plan (tire recycler) that would give local property owners and business an amnesty window, a few days or week, to purge their tire stock at no charge or low price. This could be a good start at alleviating the growing old tire issue.

In addition to the licensed Auto Junkyards the following locations were requested by the Town Manager to be viewed and commented on:

- L & M Towing, Lee Mank – not a grave yard but a auto and boat repair shop
- Great Northern Mortorworks, Steve Woodsum – Legal Restoration garage
- Zach Hatch – 846 Main Very few cars and cooperates when asked to move autos or tires
- Parks Towing - Al Parks –Al recently indicated he will be registering with the state as a Auto recycler to more efficiently use his property

All the above are cooperative and have proper activity for their approved location or remedied infractions that were necessary.

Respectfully submitted,

R Chip Stephens
CEO, LPI

Town of Readfield

Date application received and accepted 9/26/22 Fee \$ 100 Rec. # 2235
Tentative date/time of Hearing 10/17/22 Place of Hearing Town Office
Notifications sent to applicant by hand - Chris [unclear] Date: 9/23/22

Application for Automobile Graveyard and/or Junkyard Permit 2022-2023

I/We make application for a permit to establish, operate or maintain an Automobile Graveyard and/or Junkyard from October 30, 2022 until November 1, 2023, at the following location, in accordance with the provisions of 30-A MRSA 3751 et seq.

Name of Applicant: SCOTT E. LUCAS

Name of the company, partnership or corporation: LUCAS AUTO PARTS AND SALVAGE

Mailing Address: 113 PLAINES RD READFIELD MAINE 04355

Telephone Number: 446-3990

E-mail: NONE

Physical location of Automobile Graveyard/Junkyard: 283 PLAINES RD

Assessor's Map 129 Lot 004

Is this application made by or for a company, partnership, corporation, individual? COMPANY

Is the property leased? NO If so, property is owned by _____

Lessor's address: _____

When was yard first established? 1983 By Whom? SCOTT LUCAS

When was last Town permit issued? 2021 To whom? SCOTT LUCAS

How far is edge of "yard" from the edge of any public road right-of-way? 100+ ft.

How is the "yard" screened from public view (i.e., fence, hill, embankment, etc.)?

TREES AND EMBANKMENT

Can any of the auto graveyard vehicles or parts of vehicles, or other junkyard items on your premises for which you seek this permit be seen from any part of the public road? NO

Are you licensed by the State under Title 29-A, Sections 851-1112 to do business on this property as a new or used vehicle dealer NO, and/or an automobile recycler? YES

Do you store vehicles as part of an auto insurance salvage pool? NO

LUCAS

Has the land area of your auto graveyard, junkyard or recycling business increased or been otherwise modified within the previous year? NO

Do you "crush" cars on-site? NO If so, how do you contain, collect or otherwise avoid fluids or other hazardous materials from spilling into the ground? VEHICLES ARE DRIVEN

Do you maintain a log of all motor vehicles handled that includes the date each vehicle was acquired, a copy of the vehicle's title or bill of sale, and the dates on which all fluids, refrigerants, batteries and mercury switches were removed? YES

Is this log available for inspection? YES

Are you aware that all vehicles, including those acquired prior to October 1, 2005, must have all fluids, refrigerants, batteries and mercury switches removed by January 1, 2007? YES

What is the nearest distance between *any* part of your "yard" and,

- The nearest abutting property? 100+ ft. Who is that abutter? MACE
- The normal high-water line of *any* body of water or open drainage course (brook, stream, lake or pond, whether seasonal or year-round)? 300+ ft.
- the upland edge of *any* wetland, whether open or forested? 300+ ft.

Is any portion of your "yard" located:

- Within a floodplain as depicted on the Flood Insurance Rate Map? NO
- Over a mapped sand and gravel aquifer? NO
- Within 300 feet of a private water well supply not serving your graveyard facility? NO
- Within 300 feet of a public building, park, playground, beach, school, church or cemetery or within ordinary view of any of these? NO

Where in your yard do you:

- Dismantle vehicles? I DON'T
 - "Crush" vehicles? VEHICLES ARE SOLD UNCRUSHED
- (For the above two questions, please include a sketch on the reverse side of this page depicting these areas requested.)
- Remove fluids from vehicles (fuel, engine oil, transmission fluid, brake fluid, power steering & hydraulic fluid, engine coolant, refrigerants)?

IN MY SHOP

Describe how you store the following:

- Fuel (incl. Diesel) I REUSE IT AS SOON AS I GET IT
- Oil: IN 1 GALLON PLASTIC JUGS
- Transmission & Hydraulic fluid: SAME
- Power steering & Brake fluid: SAME
- Engine Coolant: SAME
- Air conditioning refrigerant: I HAVN'T HAD ANY
- Batteries: IN AN OUT BUILDING
- Tires IN A PILE
approximately how many tires do you currently have on hand? 100?
- Mercury switches: IN A PLASTIC PAIL
- Scrap lead (wheel weights, battery lead, etc.) IN AN OUT BUILDING

How do you dispose of the following?

- Fuel: I REUSE IT
- Oil: ITS GIVEN TO SHOPS THAT USE IT FOR HOURS
- Transmission & Hydraulic fluid: SAME
- Power steering & Brake fluid: SAME
- Engine Coolant: I REUSE IT AND SELL SOME
- Air conditioning refrigerants HAVN'T HAD ANY
- Batteries: SOLD FOR SCRAP
- Tires: CAN PUT 4 TIRES IN EACH CAR FOR SCRAP
- Mercury switches: GIVE THEM TO THE JUNK YARD THAT BOYS MY CARS
- Lead: ITS SOLD FOR SCRAP
- Cleaning solvents I USE DIESEL THEN IT GOES IN THE WAST OIL

Do you do melting/smelting of scrap metals? NO

Do you have any knowledge or evidence of contamination to any wells within 300 feet of your "yard"? NO

Do you keep the roadway into and through your "yard" open and accessible for emergency vehicle use year-round? yes

The undersigned certifies that the above information is true and correct to the best of his/her knowledge and that he/she is the owner or authorized agent of the property for the owner, individual, partnership, company or corporation to make this application and to receive the permit under the law.

Statement of Compliance: *The above-described facility complies with all local and State standards of operation applicable to such facilities pursuant to 30-A MRSA Section 3751 et seq.*

Signed by: Scott Lucas For: LUCAS AUTO PARTS

Printed Name: SCOTT LUCAS

Date: 9-27-22

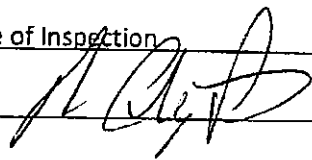
Town of Readfield Auto Junk/Graveyard Field Inspection

Facility Name Lucas Auto Park Address 483 Plains Rd
 Owner / Operator Scott Lucas Owner Address 113 Plains Rd 129-014
 Facility Phone No. 446-3990 Owner Phone No. _____

Facility Type	Graveyard	Automobile	Junkyard
1. <u>Water Supply – within 300 ft. (private) or 1000 ft. (public)?</u>			Yes <input checked="" type="radio"/> No <input checked="" type="radio"/> Unknown
2. <u>Is screening adequate?</u>			Yes <input checked="" type="radio"/> No
3. <u>Fluids, Batteries, Mercury switches removed within 180 days?</u>			Yes <input checked="" type="radio"/> No
4. <u>Evidence of oil spills or overfills?</u>			No <input checked="" type="radio"/>
5. <u>Evidence of hazardous material spills</u>			No <input checked="" type="radio"/>
6. <u>Gasoline stored on site?</u>			Yes <input checked="" type="radio"/> No
<u>If yes, are they in approved container?</u>			Yes <input checked="" type="radio"/> No
7. <u>Waste Oil stored on site?</u>			Yes <input checked="" type="radio"/> No
<u>If yes, are they in approved container with no rust or dents?</u>			Yes <input checked="" type="radio"/> No
<u>Kept closed except to add fluid?</u>			Yes <input checked="" type="radio"/> No
<u>Labeled for stored contents?</u>			Yes <input checked="" type="radio"/> No
<u>Located on impervious surface with a roof and no leaks?</u>			Yes <input checked="" type="radio"/> No
8. <u>Waste Solvents / Antifreeze stored on-site?</u>			Yes <input checked="" type="radio"/> No <i>resell</i>
<u>If yes, are they in approved container with no rust or dents?</u>			Yes <input checked="" type="radio"/> No
<u>Labeled for stored contents?</u>			Yes <input checked="" type="radio"/> No
9. <u>Mercury switches & lamps stored?</u>			Yes <input type="radio"/> No <input checked="" type="radio"/>
<u>If yes, are they stored properly?</u>			Yes <input type="radio"/> No
<u>Evidence of broken mercury items?</u>			Yes <input type="radio"/> No

Town of Readfield Auto Junk/Graveyard Field Inspection

10. Batteries stored on site? Yes No
If yes, are they in store property? Yes No
11. Crushing / shredding /bailing of vehicles on site? Yes No
If yes, DEP permit? Yes No
12. Tires stored on site? Yes No
If yes, estimate number? 100
13. Does the facility have a DEP Stormwater Permit? Yes No
Is it required? Yes No
14. Open burning of waste? Yes No

Date of Inspection 10/3/22
 2266
Chip Stephens Readfield Code Officer

Permit # 2294

Town of Readfield

Date application received and accepted 9/30/22 Fee \$ 100 Rec. # 2294
Tentative date/time of Hearing 10/17/22 Place of Hearing Town Office
Notifications sent to applicant by Hand - Chip Stead Date: 9/30/22

Application for Automobile Graveyard and/or Junkyard Permit 2022-2023

I/We make application for a permit to establish, operate or maintain an Automobile Graveyard and/or Junkyard from October 30, 2022 until November 1, 2023, at the following location, in accordance with the provisions of 30-A MRSA 3751 et seq.

Name of Applicant: Ken Edgcomb / Mark Edgcomb

Name of the company, partnership or corporation: Ken's Drag-in Auto Inc

Mailing Address: P.O. Box 5014 Augusta ME

Telephone Number: 207 685-4064

E-mail: _____

Physical location of Automobile Graveyard/Junkyard: 473 Garden Rd

Assessor's Map 123 Lot 017

Is this application made by or for a company, partnership, corporation, individual? _____

Is the property leased? NO If so, property is owned by _____

Lessor's address: _____

When was yard first established? 1971 By Whom? Ken Edgcomb

When was last Town permit issued? 2021 To whom? Ken / Mark Edgcomb

How far is edge of "yard" from the edge of any public road right-of-way? 100 ft.

How is the "yard" screened from public view (i.e., fence, hill, embankment, etc.)?

Can any of the auto graveyard vehicles or parts of vehicles, or other junkyard items on your premises for which you seek this permit be seen from any part of the public road? NO

Are you licensed by the State under Title 29-A, Sections 851-1112 to do business on this property as a new or used vehicle dealer YES, and/or an automobile recycler? YES

Do you store vehicles as part of an auto insurance salvage pool? NO

KEWS

Has the land area of your auto graveyard, junkyard or recycling business increased or been otherwise modified within the previous year? NO

Do you "crush" cars on-site? YES If so, how do you contain, collect or otherwise avoid fluids or other hazardous materials from spilling into the ground? car crusher has oil containment system

Do you maintain a log of all motor vehicles handled that includes the date each vehicle was acquired, a copy of the vehicle's title or bill of sale, and the dates on which all fluids, refrigerants, batteries and mercury switches were removed? YES

Is this log available for inspection? YES

Are you aware that all vehicles, including those acquired prior to October 1, 2005, must have all fluids, refrigerants, batteries and mercury switches removed by January 1, 2007? YES

What is the nearest distance between *any* part of your "yard" and,

- The nearest abutting property? 40 ft. Who is that abutter? _____
- The normal high-water line of *any* body of water or open drainage course (brook, stream, lake or pond, whether seasonal or year-round)? 1 mile ft.
- the upland edge of *any* wetland, whether open or forested? 1 mile ft.

Is any portion of your "yard" located:

- Within a floodplain as depicted on the Flood Insurance Rate Map? NO
- Over a mapped sand and gravel aquifer? NO
- Within 300 feet of a private water well supply not serving your graveyard facility? NO
- Within 300 feet of a public building, park, playground, beach, school, church or cemetery or within ordinary view of any of these? NO

Where in your yard do you:

- Dismantle vehicles? Garage
- "Crush" vehicles? Gravel Pad

(For the above two questions, please include a sketch on the reverse side of this page depicting these areas requested.)

- Remove fluids from vehicles (fuel, engine oil, transmission fluid, brake fluid, power steering & hydraulic fluid, engine coolant, refrigerants)?

Garage

Describe how you store the following:

- Fuel (incl. Diesel) plastic Barrels inside storage
- Oil: plastic Barrels inside storage
- Transmission & Hydraulic fluid: plastic Barrel inside storage
- Power steering & Brake fluid: plastic Barrels inside storage
- Engine Coolant: plastic Barrels inside storage
- Air conditioning refrigerant: Approved container inside Garage
- Batteries: palet inside
- Tires outside on Gravel Area
approximately how many tires do you currently have on hand? 500
- Mercury switches plastic Bucket inside
- Scrap lead (wheel weights, battery lead, etc.) inside storage

How do you dispose of the following?

- Fuel: reuse in own vehicles
- Oil: waste oil Furnace
- Transmission & Hydraulic fluid: waste oil Furnace
- Power steering & Brake fluid: waste oil Furnace
- Engine Coolant: reuse + resale
- Air conditioning refrigerants reuse in vehicles
- Batteries: sell used or sell cores
- Tires: sell good tires / Dispose with crushed Cars
- Mercury switches: sell for cores
- Lead: sell for cores
- Cleaning solvents serviced by Center Corp

Do you do melting/smelting of scrap metals? NO

Do you have any knowledge or evidence of contamination to any wells within 300 feet of your "yard"? NO

Do you keep the roadway into and through your "yard" open and accessible for emergency vehicle use year-round? YES

The undersigned certifies that the above information is true and correct to the best of his/her knowledge and that he/she is the owner or authorized agent of the property for the owner, individual, partnership, company or corporation to make this application and to receive the permit under the law.

Statement of Compliance: *The above-described facility complies with all local and State standards of operation applicable to such facilities pursuant to 30-A MRSA Section 3751 et seq.*

Signed by: Ken Edgercomb / Mark Edgercomb For: Ken's Drag-in Auto

Printed Name: Ken Edgercomb / Mark Edgercomb

Date: 9-30-22

Town of Readfield Auto Junk/Graveyard Field Inspection

Facility Name Kens Drag In Auto Address 473 Gordon Rd
 Owner / Operator Ken + Mark Edgewood Owner Address P.O. Box 5014 Augusta 123-017
 Facility Phone No. 685 4064 Owner Phone No. _____

- | Facility Type | Graveyard | Automobile | Junkyard |
|---|-----------|------------|--|
| 1. <u>Water Supply – within 300 ft. (private) or 1000 ft. (public)?</u> | | | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown <input type="checkbox"/> |
| 2. <u>Is screening adequate?</u> | | | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 3. <u>Fluids, Batteries, Mercury switches removed within 180 days?</u> | | | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 4. <u>Evidence of oil spills or overfills?</u> | | | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| 5. <u>Evidence of hazardous material spills</u> | | | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| 6. <u>Gasoline stored on site?</u> | | | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| <u>If yes, are they in approved container?</u> | | | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 7. <u>Waste Oil stored on site?</u> | | | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| <u>If yes, are they in approved container with no rust or dents?</u> | | | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| <u>Kept closed except to add fluid?</u> | | | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| <u>Labeled for stored contents?</u> | | | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| <u>Located on impervious surface with a roof and no leaks?</u> | | | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 8. <u>Waste Solvents / Antifreeze stored on-site?</u> | | | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| <u>If yes, are they in approved container with no rust or dents?</u> | | | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| <u>Labeled for stored contents?</u> | | | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 9. <u>Mercury switches & lamps stored?</u> | | | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| <u>If yes, are they stored properly?</u> | | | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| <u>Evidence of broken mercury items?</u> | | | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |

Burned

Town of Readfield Auto Junk/Graveyard Field Inspection

10. Batteries stored on site? Yes No

If yes, are they in store property? Yes No

11. Crushing / shredding /bailing of vehicles on site? Yes No

If yes, DEP permit? Yes No

12. Tires stored on site? Yes No

If yes, estimate number? 500

13. Does the facility have a DEP Stormwater Permit? Yes No

Is it required? Yes No

14. Open burning of waste? Yes No

contractor

Date of Inspection 10/3/22

Chip Stephens

Chip Stephens Readfield Code Officer 2266

Permit 2290

RECEIVED 2021

Town of Readfield

Date application received and accepted 9/23/22 Fee \$ 100 Rec. # 2021
Tentative date/time of Hearing 10/17/22 Place of Hearing Town Office
Notifications sent to applicant by 9/21/22 Date: 9/21/22

Application for Automobile Graveyard and/or Junkyard Permit 2022-2023

I/We make application for a permit to establish, operate or maintain an Automobile Graveyard and/or Junkyard from October 30, 2022 until November 1, 2023, at the following location, in accordance with the provisions of 30-A MRSA 3751 et seq.

Name of Applicant: Cyrus E. Whitcomb Seth & Barbara Whitcomb
Name of the company, partnership or corporation: Antique Auto Recycling
Mailing Address: 42 Whitcomb Dr. Readfield, Me. 04355
Telephone Number: 207-685-3697
E-mail: None

Physical location of Automobile Graveyard/Junkyard: off of Wings Mills Rd.
Assessor's Map 109 Lot 007

Is this application made by or for a company, partnership, corporation, individual?

Is the property leased? No If so, property is owned by self

Lessor's address: _____

When was yard first established? around 1905 By Whom? Russell Whitcomb

When was last Town permit issued? 2021 To whom? Cyrus Whitcomb

How far is edge of "yard" from the edge of any public road right-of-way? more than 1000 ft.

How is the "yard" screened from public view (i.e., fence, hill, embankment, etc.)?
trees, brush & hills

Can any of the auto graveyard vehicles or parts of vehicles, or other junkyard items on your premises for which you seek this permit be seen from any part of the public road? No

Are you licensed by the State under Title 29-A, Sections 851-1112 to do business on this property as a new or used vehicle dealer No, and/or an automobile recycler? Yes

Do you store vehicles as part of an auto insurance salvage pool? No

WHITCOMB

Describe how you store the following:

- Fuel (incl. Diesel) reuse it in our own vehicles if it still good
- Oil: put it in a 55 gallon barrel when full. have friend pick it up to heat his garage.
- Transmission & Hydraulic fluid: put it in with the oil
- Power steering & Brake fluid: put it in with oil.
- Engine Coolant: reuse it in our vehicles
- Air conditioning refrigerant: haven't had any.
- Batteries: Keep them in garage until we turn them in, to be recycled.
- Tires most of the tires we have are in the S.E. corner of yard,
approximately how many tires do you currently have on hand? 300 to 400
- Mercury switches in special bucket in garage
- Scrap lead (wheel weights, battery lead, etc.) wheel weights are on car wheels. Battery lead in the garage in batteries

How do you dispose of the following?

- Fuel: use it in our vehicles if still good. If not it goes in with waste oil.
- Oil: have a friend that heats his garage with it.
- Transmission & Hydraulic fluid: Put it in barrel with waste oil.
- Power steering & Brake fluid: Put it in the waste oil barrel
- Engine Coolant: reuse it in our running vehicles
- Air conditioning refrigerants haven't had any.
- Batteries: Trade them in when we need a new one or sell them to someone who recycles them.
- Tires: we can include them on junk cars.
- Mercury switches: in special bucket in garage until we turn them in.
- Lead: wheel weights are on car wheels. in garage in batteries.
- Cleaning solvents don't use any

Do you do melting/smelting of scrap metals? No

Do you have any knowledge or evidence of contamination to any wells within 300 feet of your "yard"? No

Describe how you store the following:

- Fuel (incl. Diesel) use it in our vehicles (if good)
- Oil: Put it in a 55 gallon drum - when full, friend picks it up to heat garage
- Transmission & Hydraulic fluid: Put in 55 gallon drum with fuel
- Power steering & Brake fluid: Put in 55 gallon drum with fuel
- Engine Coolant: Use ourselves if still good. if not put in 55 gallon drum.
- Air conditioning refrigerant: store in gallon jugs in garage Haven't had any - vehicles too old.
- Batteries: Trade them in when we get new battery. Save
- Tires: most of the tires we had in garage until we get a number ^{300 to 400} Then sell to someone who recycle them
approximatively how many tires do you currently have on hand? 300 to 400
- Mercury switches in special bucket in garage
- Scrap lead (wheel weights, battery lead, etc.) wheel weights are on the vehicles. Battery lead is in the batteries in garage

How do you dispose of the following?

- Fuel: we use it in our vehicles (if good) if not we put it into 55 gallon drum for friend to heat his garage
- Oil: put in 55 gallon drum with fuel
- Transmission & Hydraulic fluid: in 55 gallon drum with above
- Power steering & Brake fluid: in 55 gallon drum with above
- Engine Coolant: if still good - we use it if not goes in with above in 55 gallon drum
- Air conditioning refrigerants Haven't had any - vehicles too old.
- Batteries: trade them in when we get new battery or save them in garage & sell them to someone who recycles them.
- Tires: Leave on vehicles we sell
- Mercury switches: Has to go to Bangor.
- Lead: Lead on wheels - go with tires - lead in garage in batteries
- Cleaning solvents don't use any

Do you do melting/smelting of scrap metals? No

Do you have any knowledge or evidence of contamination to any wells within 300 feet of your "yard"? No

Do you keep the roadway into and through your "yard" open and accessible for emergency vehicle use year-round? *No - nothing is done in junkyard during the winter - even by us.*

The undersigned certifies that the above information is true and correct to the best of his/her knowledge and that he/she is the owner or authorized agent of the property for the owner, individual, partnership, company or corporation to make this application and to receive the permit under the law.

Statement of Compliance: *The above-described facility complies with all local and State standards of operation applicable to such facilities pursuant to 30-A MRSA Section 3751 et seq.*

Signed by: *Cyrus F. Whitcomb* For: _____

Printed Name: *Cyrus F. Whitcomb*

Date: *9-20-2022*

Town of Readfield Auto Junk/Graveyard Field Inspection

Facility Name Antique Auto Recycling Address 42 Witcomb Dr
 Owner / Operator Witcomb Owner Address 42 Witcomb Dr 109-007
 Facility Phone No. 603-3697 Owner Phone No. Jane

Facility Type	Graveyard	Automobile	Junkyard
1. <u>Water Supply -- within 300 ft. (private) or 1000 ft. (public)?</u>			<input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown
2. <u>Is screening adequate?</u>			<input checked="" type="radio"/> Yes <input type="radio"/> No
3. <u>Fluids, Batteries, Mercury switches removed within 180 days?</u>			<input checked="" type="radio"/> Yes <input type="radio"/> No
4. <u>Evidence of oil spills or overfills?</u>			Yes <input checked="" type="radio"/> No
5. <u>Evidence of hazardous material spills</u>			Yes <input checked="" type="radio"/> No
6. <u>Gasoline stored on site?</u>		<u>< 50 gal</u>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>If yes, are they in approved container?</u>			<input checked="" type="radio"/> Yes <input type="radio"/> No
7. <u>Waste Oil stored on site?</u>		<u>removed < 200 gal monthly</u>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>If yes, are they in approved container with no rust or dents?</u>			<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Kept closed except to add fluid?</u>			<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Labeled for stored contents?</u>			<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Located on impervious surface with a roof and no leaks?</u>			<input checked="" type="radio"/> Yes <input type="radio"/> No
8. <u>Waste Solvents / Antifreeze stored on-site?</u>			Yes <input checked="" type="radio"/> No
<u>If yes, are they in approved container with no rust or dents?</u>			Yes <input type="radio"/> No
<u>Labeled for stored contents?</u>			Yes <input type="radio"/> No
9. <u>Mercury switches & lamps stored?</u>		<u>14</u>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>If yes, are they stored properly?</u>			<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Evidence of broken mercury items?</u>			Yes <input checked="" type="radio"/> No

can't find place to dispose.

Town of Readfield Auto Junk/Graveyard Field Inspection

10. Batteries stored on site? 10 Yes No

If yes, are they in store property? Yes No

11. Crushing / shredding /bailing of vehicles on site? Yes No

If yes, DEP permit? Yes No

12. Tires stored on site? Yes No

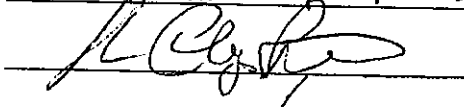
If yes, estimate number? _____

13. Does the facility have a DEP Stormwater Permit? Yes No

Is it required? Yes No

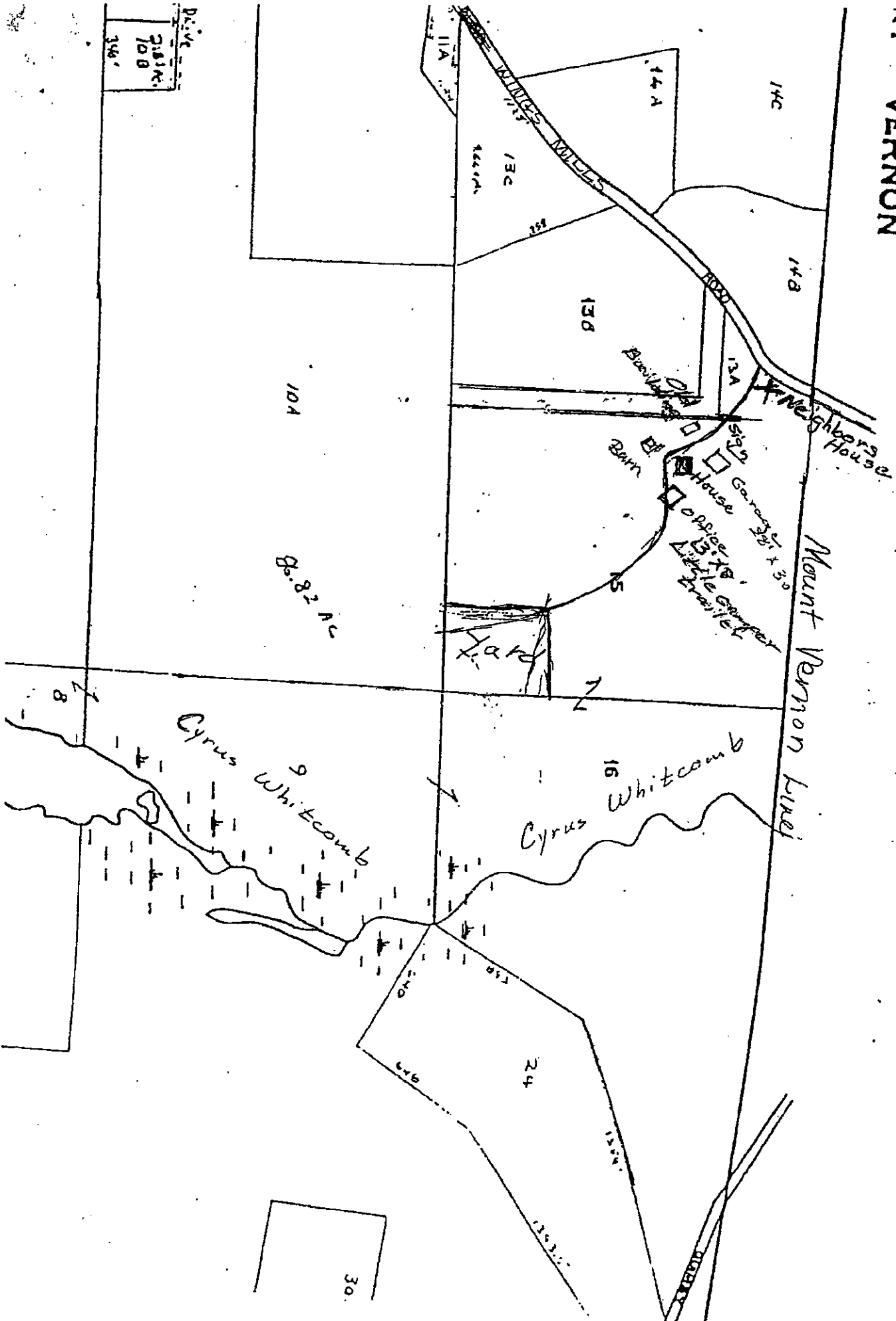
14. Open burning of waste? Yes No

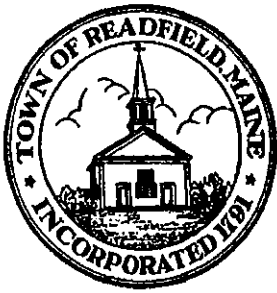
Date of Inspection 9/28/2022



Chip Stephens Readfield Code Officer

NT VERNON





TOWN OF READFIELD

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

Planning Board Decision

To: Debra Casale
395 Campground Road
North Anson, ME 04958

Location of Property:

Assessor's Map 128, Lot 070
E-911 Address: 769 Main St.
Readfield, ME 04355

Decision:

On September 27, 2022, the Readfield Planning Board approved your application to operate Happy Camper Cannabis, a medical cannabis caregiver retail store for the sale of medical cannabis products, located at 769 Main Street.

Findings of Fact:

1. An application (dated August 30, 2022) pursuant to Article 6 Section 3 (Site Review) of the Readfield Land Use Ordinance (LUO), and an application (dated June 20, 2022) under the provisions of Readfield's Marijuana Establishments Ordinance, were submitted for the operation of a new medical cannabis caregiver retail store at 769 Main St. located in the Village District.
2. The building in which the retail store will be located contains a commercial/retail space on the first floor and 2 dwelling units on the second floor; ample parking is available for customer use.
3. Activity proposed by the applicant is limited to retail cannabis sale only; no cannabis cultivation will be conducted at this property.
3. The applicant submitted an "intent to lease" agreement for the commercial/retail space (dated September 14, 2022), and will submit a final, signed lease prior to the issuance of an occupancy permit.

4. The Planning Board found the applications complete and scheduled a public hearing at its regular meeting on September 13, 2022.
5. A public hearing was held, and the Board voted to approve the application, on September 27, 2022.

Reasons for the Decision

The Readfield Marijuana Establishments Ordinance provides that: "Applications . . . shall be submitted to the Planning Board for review and approval in consideration of the terms of this Ordinance and provisions of the Land Use Ordinance. Applications will then be submitted to the Select Board for final review and approval."

In addition to the Site Review standards of the LUO, the Planning Board reviewed information submitted by the applicant addressing the specific requirements of the Marijuana Establishments Ordinance which include, in part, those relating to buffers, security, ventilation, and notices/signage.

Based upon the applications, submittals, and information obtained through the public hearing process, and subject to the conditions imposed below, the Planning Board has determined that the application meets the requirements of the Land Use Ordinance and the Marijuana Establishments Ordinance.

Conditions Imposed:

This application was approved subject to the following conditions:

1. The applicant must comply with the Town of Readfield Standard Conditions of Approval. See Appendix D of the Land Use Ordinance for the Town of Readfield. (A copy of the Standard Conditions of Approval is attached hereto.)
2. The applicant will submit the most recent well water test results available for the building in which the subject commercial/retail space is located, to the Code Enforcement Officer (CEO) for the review and approval of the Planning Board.
3. The applicant will submit a copy of the final lease, signed by both parties, to the CEO for the review and approval of the Planning Board, prior to the issuance of a Certificate of Occupancy by the CEO.
4. No cannabis cultivation shall occur at the subject property unless such activity is further reviewed and specifically approved by the Town.
5. Prior to occupancy or conduct of the permitted activities, a Certificate of Occupancy or Use shall be obtained from the CEO.

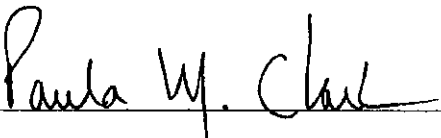
Expiration of Permit:

If no substantial construction start is made, or use of the property initiated, within one year of the date of the permit, the permit lapses and becomes void. A permit may be timely renewed.

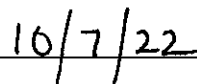
Appeal Rights:

Any person aggrieved by this decision may appeal to the Readfield Board of Appeals within forty-five (45) days of the date of the Decision. **The date of the Decision in this matter is: September 27, 2022.**

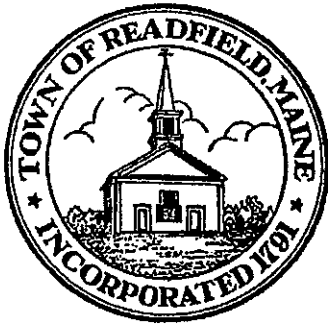
Note: Until the expiration of the appeal period, and a final decision from any appeal, if any, the applicant proceeds at his/her own risk.



Paula M. Clark, Chair
Readfield Planning Board



Date



TOWN OF READFIELD – Code Enforcement

8 OLD KENTS HILL ROAD, READFIELD, MAINE 04355

Office Phone: (207) 685-4939

Email: ceo@readfieldmaine.org

Marijuana Establishment License Application

- For Office Use Only -

Date Received _____ Amount Received _____ Clerk's Initials _____

The Town of Readfield permits some, but not all, types of Marijuana Establishments (activities). Permitted Marijuana Establishments are listed below in Section II. Use this application only for those activities listed in Section II below. If not listed in Section II, then the activity is not permitted in the Town of Readfield, unless the activity is cultivating marijuana for personal use or for medical use. A permit from the Planning Board for the Town of Readfield may be required for certain Marijuana Establishments. All cultivation activities must otherwise comply with the Town of Readfield, Land Use Ordinance, including Article 8, Section 26.

Step 1:

Before submitting this application, the Owner of the Marijuana Establishment must first obtain conditional approval for the proposed Marijuana Establishment from the appropriate State agency.

Step 2:

Once the Owner has received conditional approval from the state agency, the Owner must consult with the Town of Readfield Code Enforcement Officer (CEO) to determine if a Land Use Permit for the proposed Marijuana Establishment is required, if it can be granted by that office, or if a Town of Readfield Land Use Application needs to be completed and submitted for review and approval by the Planning Board. Permit fees and additional submittals may be required.

Step 3:

After obtaining approval from the CEO or a Land Use Permit from the Planning Board if necessary, the Owner must submit this application and required documents to the Town of Readfield Select Board for final review and approval. If approved, the CEO will complete the State of Maine Local Authorization Form and issue a Marijuana Establishment License valid for one-year. The Marijuana Establishment License shall take effect on the same date as final State of Maine License approval for the establishment.

SECTION I - ESTABLISHMENT INFORMATION

Name of Business: HAPPY CAMPER CANNABIS

Name of Corporation/LLC (if different): DANK CLONE CO.

Physical Address of Business (Must be in Readfield): 769 MAIN STREET, READFIELD, ME 04355

Mailing Address of Business: SAME AS ABOVE

President or Individual Owner of Business (if a corporation, provide a completed Management Affidavit, attached):

DEBRA CASALE

Owner's Mailing Address (if different from above): 395 CAMPGROUND ROAD, NORTH ANSON, ME

Owner's Contact Numbers: 207-922-3945 04958

Owner's Email Address: INFO@DANKCLONECO.COM

Emergency Contact Person (must be available 24/7): KURTIS GUYER

Emergency Contact Telephone Numbers: 570-294-3380

Emergency Contact Email Address: KURTISGUYER@GMAIL.COM

If the owner has an agent providing representation on this matter, please provide the following:

Name of Agent: N/A

Address of Agent: _____

Contact information for agent: _____

SECTION II - ESTABLISHMENT CLASSIFICATION AND APPLICATION FEE

Medical Marijuana Manufacturing Facility: (1) a registered tier 1 or tier 2 manufacturing facility, as designated by state law, or a person authorized to engage in marijuana extraction under 22 MRS §2423-F; or (2) a facility licensed under M.R.S. 28-B, Subchapter 2 to purchase marijuana from a cultivation facility or another products manufacturing facility; to manufacture, label and package marijuana and marijuana products for medical purposes; and to sell medical marijuana and medical marijuana products to medical marijuana stores and to other medical marijuana manufacturing facilities.

- Medical Marijuana Manufacturing/Extraction Facility: License Fee: \$1,500
- Medical Marijuana Manufacturing/Consumable Facility (manufacturing facility in a kitchen setting, producing only consumable goods): License Fee: \$100

Medical Marijuana Testing Facility: A public or private laboratory that is authorized and accredited in accordance with state law for the research and analysis of medical marijuana, medical marijuana products or other medical marijuana substances for contaminants, safety or potency.

Medical Marijuana Registered Caregiver: A person or an assistant of that person that provides care for a qualifying patient in accordance with state law and licensing and is registered with the state in accordance with state law.

Medical Marijuana Caregiver Retail Store: A store that has attributes generally associated with retail stores, including, but not limited to, a fixed location, a sign, regular business hours, accessibility to the public and sales of goods or services directly to a consumer, and that is used by a registered caregiver to offer marijuana plants or harvested marijuana for sale to qualifying patients.

Adult Use Marijuana Cultivation Facility: A facility used to purchase marijuana plants and seeds from other cultivation facilities; to cultivate, prepare and package adult use marijuana; to cultivate medical marijuana that exceeds 1,000 square feet floor area; to sell marijuana to products manufacturing facilities, stores and to other cultivation facilities; and to sell marijuana plants and seeds to other cultivation facilities and immature marijuana plants and seedlings to marijuana stores. Cultivation facilities may be of the following types:

- **Tier 1:** More than thirty (30) mature plants (and an unlimited number of immature plants and seedlings) or 251-500 SF of plant canopy: License Fee: \$1,500
- **Tier 2:** 501-2,000 SF of mature plant canopy: License Fee: \$2,500
- **Tier 3:** 2,001-7,000 SF of mature plant canopy: License Fee: \$3,500
- **Tier 4:** 7,001-20,000 SF of mature plant canopy: License Fee: \$4,500

Only Marijuana Establishments specifically authorized by an "opt-in" vote at a legally held Town Meeting shall be permitted. Identify which Marijuana Establishment you intend to license by entering the date of application and appropriate fee.

Establishment Classification	Opt-in Date	Date of Application	License Fee	Renewal Y/N?
Medical marijuana Manufacturing Facilities	July 14, 2020			
Medical Marijuana Testing Facilities	July 14, 2020		\$1,500	
Medical Marijuana Registered Caregiver Retail Stores	July 14, 2020	AUGUST 30, 2022	\$1,500	N
Adult Use Marijuana Cultivation Facilities*	July 14, 2020			

*All marijuana cultivation (including Adult Use Marijuana Cultivation Facilities, Medical Marijuana Cultivation, and cultivation for personal use) is addressed in the Land Use Ordinance of the Town of Readfield and additional requirements may apply.

TOWN OF READFIELD
OWNERSHIP AFFIDAVIT FOR MARIJUANA ESTABLISHMENT LICENSE

I, DEBRA CASALE, hereby state and affirm that the following individuals represent all Owners, officers, members, managers or partners of the Owner, DANK CLONE CO.:

1. Name: DEBRA CASALE
Position: OWNER
Current residence address: 395 CAMPGROUND AVE, NORTH ANSON, ME 04958
Other residence addresses held in last three years (list address and dates of residency):
625 OWL CREEK ROAD, LEHIGHTON, PA 18235 2019-2022

This person is over age 21.

2. Name: _____
Position: _____
Current residence address: _____
Other residence addresses held in last three years (list address and dates of residency):

This person is over age 21.

3. Name: _____
Position: _____
Current residence address: _____
Other residence addresses held in last three years (list address and dates of residency):

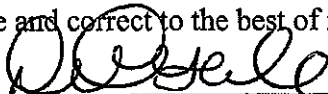
This person is over age 21.

4. Name: _____
Position: _____
Current residence address: _____
Other residence addresses held in last three years (list address and dates of residency):

This person is over age 21.

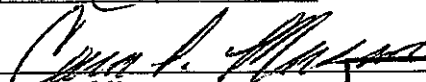
If any of the individuals named in this Affidavit have been (1) convicted of a crime arising from the operation of a Marijuana Business; or (2) convicted of selling marijuana, alcohol or any scheduled drug to a minor, please attach a document describing the date and nature of the offense as well as any penalties adjudged.

I hereby swear that the above information is true and correct to the best of my knowledge.



Print Name: DEBRA CASALE
Date: 6/20/22

Personally appeared the above-named Debra Casale and made oath that the foregoing statements are true.



Notary Public
My commission expires: _____

CAROL MASON NOTARY PUBLIC STATE OF MAINE MY COMMISSION EXPIRES JUNE 4, 2023
--

SECTION III - APPLICATION CHECKLIST

- Complete Town of Readfield Marijuana Establishment License Application
- License Fee (refundable if license is not granted by the Select Board)
- Copy of all State Marijuana Establishment Licenses and License Applications (Active and Conditional) and Caregiver registrations (if applicable)
- Attested copies of any articles of incorporation, bylaws, operating agreement, partnership agreement, or articles of association that govern the entity that will own and/or operate the Marijuana Establishment (if not included in State application)
- * Proof of Land Use Permit Approval from the Planning Board
- ~~N/A~~ Copy of license(s) held for other Marijuana Establishments
- Ownership affidavit
- Detailed Floor Plan (if not included in State applications)
- Detailed Operations Plan (if not included in State applications)

SECTION IV - MARIJUANA ESTABLISHMENTS ORDINANCE REQUIREMENTS

The Owner must demonstrate that the requirements of both state law and regulations and the Town of Readfield Marijuana Establishments Ordinance are met. Here is a summary of the local requirements. Applicants are encouraged to review the state law and regulations, as well as the Town of Readfield Marijuana Establishments Ordinance, and, if applicable, the Town of Readfield Land Use Ordinance

Buffering:

- The distance from the property on which the proposed Marijuana Establishment is located to the property line of the nearest public or preexisting private school (K-12) per 28-A M.R.S. §402.2.A is at least 500 feet.
- The distance from the property on which the proposed Marijuana Establishment is located to the property line of the nearest property used primarily for religious worship and related religious activities; property used for pre-existing licensed daycare use under 10-148 CMR c. 32; recreational areas designated for use by children up to eighteen (18) years in age; or areas designated as municipal "safe zones" pursuant to 30-A M.R.S. §3253 is at least 500 feet.

Security:

- Security measures at all Adult Use and Medical Marijuana Establishment premises shall include, at a minimum, the following:
- Security surveillance cameras installed and operating twenty-four (24) hours a day, seven (7) days a week, with ten (10) day video storage, to monitor all entrances, along with the interior and exterior of the premises, to discourage and facilitate the reporting of criminal acts and nuisance activities occurring at the premises.
 - Door and window combination video and motion detector intrusion system with audible alarm, maintained in good working condition.
 - A safe, case or room secured with a key code, deadbolt or padlock that is suitable for storage of all marijuana, marijuana products, and cash stored overnight on the licensed premises.
 - Exterior lighting will that illuminates the exterior walls of the licensed premises during dusk to dawn, that is either constantly on or activated by motion detectors, and complies with applicable provisions of the lighting performance standards in the Town of Readfield Land Use Ordinance.
 - Deadbolt locks on all exterior doors and any other exterior access points, excepting windows which shall have locks.
 - ~~N/A~~ For adult use facilities: methods to ensure that no person under the age of twenty-one (21) shall have access to marijuana and marijuana products.

Ventilation:

- The proposed Marijuana Establishments shall be in compliance with all odor and nuisance provisions of the Town of Readfield Land Use Ordinance.
- No detectable odor of marijuana or of chemicals used in the manufacturing process shall emit beyond the property line of the parcel containing the proposed Marijuana Establishment.

Notices and Signage:

- There shall be posted in a conspicuous location inside the proposed Marijuana Establishment, at least one legible sign containing the information required by the Marijuana Establishments Ordinance.
- All signs used by and all marketing and advertising conducted by or on behalf of the Marijuana Establishment may not involve advertising or marketing that has a high likelihood of reaching persons under 21 years of age or that is specifically designed to appeal particularly to persons under 21 years of age. The signs, marketing, or advertising is prohibited from making any health or physical benefit claims.
- All signage shall meet the requirements for signs, including provisions for signage, under the Town's Land Use Ordinance.

***** END OF SECTION *****

Operations and Compliance

Dank Clone Co. dba Happy Camper Cannabis is my state registered business name and I will be operating the retail shop under Happy Camper Cannabis. I have already spoken with the proper authorities on this topic and everything is in compliance. My business is registered as a Sole Proprietor LLC with myself, Debra Casale, as the owner and operator. In accordance with the Office of Marijuana Policy's allowances, with my current Caregiver's license I am permitted to operate one retail location and I propose the use of 769 Main Street, Readfield, Maine, as that one location.

It is my responsibility and privilege to assist qualifying patients with medical use and administration of medicinal cannabis as well to dispense prepared cannabis to the qualifying patient. No person under the age of 21 may enter the shop, aside from qualifying patients 18 and over with physical Medical Marijuana Program card present.

Our hours of operation will be as follows:

Monday – 10:00am – 6:00pm

Tuesday – Closed

Wednesday – Closed

Thursday – 10:00am – 6:00pm

Friday – 10:00am – 6:00pm

Saturday – 10:00am – 6:00pm

Sunday – 10:00am – 6:00pm

There will be no consumption, no smoking, and no use of any sort in or around our shop. It is strictly against compliance, and we will have clear signage enforcing such. Additionally, there will be no cultivation of any kind taking place on site, I operate all cultivation and growing operations out of my personal residence, which has recently been inspected by the Office of Marijuana Policy, and that is where it will remain.

Zoning

It is required that any cannabis establishment must be 500 feet or further from any preexisting school, as well as 500 feet or further from a property primarily used for religious worship or related activities, along with any children's recreational areas.

I have spoken with Chip Stephens in Code Enforcement to confirm that my proposed location is within compliance per the regulations set forth by the Town of Readfield as well as the State of Maine and it is wholly within compliance.

Security and Lighting

As per the rules and regulations set in place by the Office of Marijuana Policy, my allowed retail location is required to have active security surveillance cameras operating 24 hours a day, 7 days a week, with 10 days of video storage. I will have a SimpliSafe system in place which sends alerts directly to me 24/7 as well as automatically alerts authorities if a fire or incident is detected as well as offering the peace of mind that comes along with motion detection. It is monitored at all times to ensure maximum safety and compliance.

These cameras will monitor all entrances, of which there will be two doors (front for patients and back for employee use only) as well as one front facing window and one side window. Both of the doors will also be equipped with deadbolt locks.

Additionally, each window will be equipped with audible alarms which are also monitored alongside a backup trail cam run by battery in case of any power issues.

For safekeeping of all cash, records, cannabis, and cannabis related products during the daytime, a safe will be installed with a keycode only I have access to. Each night, any and all of these things will be taken from the shop. Any display case that may be in the shop will also be key locked for additional security during the daytime when customers are entering and exiting the shop.

I will implement exterior lighting that will clearly illuminate the exterior of the walls from dusk until dawn, per town regulation.

Patient Privacy

Privacy is very important to us and as such, I will keep the required records pertaining to my caregiver responsibilities, however, we cannot and will not disclose any patient information to anyone except what is required by the Office of Marijuana Policy, unless we receive a signed patient consent to do so.

Ventilation

All products will be kept in securely sealed containers at all times aside from when being distributed to patients. As an additional failsafe and courtesy in effort to exceed all compliance expectations, I will have a professional air purification system in place that I have used before and find more than capable. The system is through a trusted company I've used many times called Vivosun and has the capability of running through duct work or on its own. I will be using it on its own so instead of venting any air outside, it will recycle the air within the space as it runs through a powerful carbon filter, which will be replaced on schedule every 6 months, per manufacturer recommendation.

The filter will run 24/7 so there is no possibility of interference with any other current or future tenants.

Parking

There are plenty of spaces at the front of the building as well as additional parking around the building. On the front end of the building there are several spaces for patients to park directly out front of the shop, out of the way of traffic, so that they may enter.

Signage

The following notice will be posted in a visible location within retail location:

"Use of or on site consumption of marijuana is illegal; open and public consumption of marijuana in the state of Maine is illegal; the use of marijuana or marijuana products may impair a person's ability to drive a car or operate machinery; no one under the age of twenty-one (21) allowed, except a minor with a medical marijuana card between the ages of eighteen (18) and twenty-one (21), or a minor under eighteen (18 years of age accompanied by a legal guardian; loitering prohibited".

Products Available For Purchase

I will be providing cannabis to qualifying patients in the following forms: flower and cartridges. I will not be serving or offering edibles in the shop, this would require a licensed kitchen and that is not my goal at this time.

Additional Possible Questions or Concerns

Currently, there are no tenants occupying either of the two apartment units on the upper level of the building where the retail shop is proposed. There will be no back door entrance to anyone except myself ensuring extra privacy.

Additionally, the lights will be downward facing on the required entrances and walls so as to not intrude on any residents. Security will be strictly for the business and will not be near or around any resident to ensure privacy is respected.

Noise levels are not anticipated to be any louder than a normal conversation would be, as an example, an ice cream shop would likely be more disruptive to the other tenants. That would also produce loitering, higher noise levels, many people lining up outside, later hours, etc. Furthermore, it is my absolute intent to run a business that is unlike most dispensaries I've researched. I want my space to feel welcoming and calming and fit in with the community, it is part of the reason I preferred a medical cannabis license over recreational. What it comes down to is this, I will not allow any nonsense at my shop even if it tried to enter, it is not the presence I wish to build with the community.

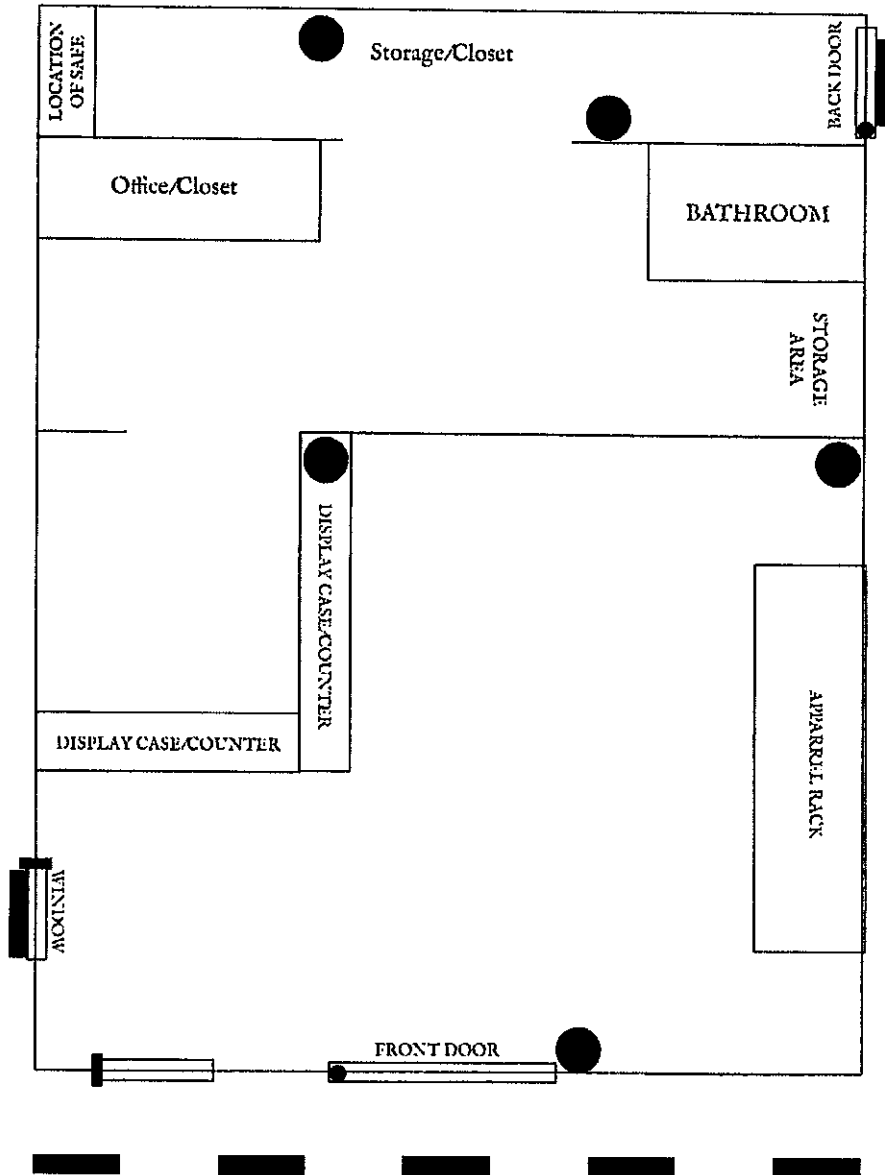
Further addressing noise and commotion, the typical patient is in the shop for 10 minutes or less, especially once they are established patrons. It is a small space and usually people know what they're there for. It is not meant to be a "hang out spot" nor will it become that. My goal is comfort, kindness, helpfulness, and professionalism.

Opening

Upon approval, it is my intent to open as soon as I have set up the proper security and signage. I would anticipate no longer than one weeks from approval, allowing for any additional signage that needs to be ordered.

Diagram of Shop Layout and Security Measures

- SECURITY CAMERA
- ▬ SECURITY LIGHTING
- ▬ WINDOW ALARM
- DOOR ALARM




USA
Maine
Secretary of State
Sheron Bellows

DRIVER'S LICENSE NOT INTENDED FOR FEDERAL PURPOSES

4d DL NO. [REDACTED]
4b EXPIRES [REDACTED] 3 DOB [REDACTED]
1 CASALE
2 DEBRA D
[REDACTED]

4a ISSUED 03/19/2022 4c GENDER F
16 HEIGHT 17 WEIGHT 16 EYES 18 HAIR
9 CLASS C 8a END NONE
12 REST B



Maine Medical Use
Of Cannabis

Date Issued: 06/27/2022
Expires: 06/06/2023

Individual Caregiver

DEBRA DIANE CASALE

DBA: HAPPY CAMPER CANNABIS

DOB: 11/30/1985

No Retail Location Provided

Registration #: CGR31273

Control #: 494459

Authorization for mature plants grown under 500
square foot canopy/1,000 square foot immature canopy

Date of this notice: 04-15-2022

Employer Identification Number:
88-1796980

Form: SS-4

Number of this notice: CP 575 A

DANK CLONE CO
DEBRA D CASALE SOLE MBR
395 CAMPGROUND RD
NORTH ANSON, ME 04958

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 88-1796980. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 940	01/31/2023
Form 944	01/31/2023

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.



**STATE OF MAINE
MAINE REVENUE SERVICES**

THIS REGISTRATION CERTIFICATE FOR A
RETAILER

is issued under the provisions of MRSA, Title 36, Part 3, §1754-B to:

DANK CLONE CO
395 CAMPGROUND ROAD
NORTH ANSON, ME 049587104

Registration Number: 1228019

Date Issued: APRIL 15 2022

Business Code: 426
Filing Frequency: SEMIANNUAL

**IMPORTANT INFORMATION CONCERNING THIS
RETAILER'S CERTIFICATE**

This certificate must be available for inspection by the State Tax Assessor, the Assessor's representatives and agents and authorized municipal officials. This retailer's certificate verifies that this retailer and this retail location hold a valid Maine sales tax account and is authorized to collect and remit the sales tax on behalf of the State of Maine. This certificate has no expiration date. If you cease to do business in Maine please return this certificate to Maine Revenue Services.

IMPORTANT PLEASE NOTE: This retailer's certificate may NOT be used to purchase merchandise for resale tax exempt (in Maine). A resale certificate is a separate document. If you qualify to receive a resale certificate, one has been printed and mailed to you.



**STATE OF MAINE
MAINE REVENUE SERVICES
RESALE CERTIFICATE**



THIS CERTIFICATE IS VALID

APRIL 27 2022 THRU DECEMBER 31 2025

<u>Business Name and Location Address</u>	<u>Certificate Number</u>	<u>Business Type</u>
DANK CLONE CO 395 CAMPGROUND ROAD NORTH ANSON ME 049587104	1228019	MED MJCARE

This is to certify that the above named business is authorized to purchase during the period indicated on this certificate: (1) tangible personal property to be resold in the form of tangible personal property, or (2) a taxable service to be resold as the same taxable service. **This certificate cannot be reassigned or transferred and can only be used by the above business or its authorized employees. This certificate is void if the business has ceased operating or if the certificate has been altered.**

The above named business certifies that the following is being purchased in the ordinary course of business for resale as provided above.

Presented to: _____ Presented by: _____
(insert name of seller on photocopy) (date) Authorized Signature (purchaser) (date)

DO NOT WRITE ON THIS ORIGINAL FORM

The document printed above is your new Resale Certificate. **Retain this copy as an original in your file.** This certificate is valid only for the period indicated.

Prior to the expiration of this certificate, Maine Revenue Services will automatically renew and reissue a new resale certificate for the next period if:

- your account is active; and
- you have reported \$3,000 or more in gross sales during the previous 12 months

Make copies of this original, fill in the appropriate data and provide it to the vendors from whom you make purchases for resale.

If you cease doing business, this certificate is void and must be returned to Maine Revenue Services.

Use of a resale certificate to make purchases not intended for resale is a criminal offense.

If you have any questions regarding this document, please call (207) 624-9693.

* 71588

Thank you so much for your time and consideration.

It is my great wish to become a valued member of this beautiful
community for years to come.

Respectfully,

Debra Casale

Eric Dyer

From: Aaron Weston <aweston@cai-tech.com>
Sent: Monday, September 12, 2022 11:22 AM
To: Eric Dyer
Subject: Readfield, ME Tax Map Maintenance Pricing

Good Morning Eric:

Thank you again for reaching out to me regarding updating of the Town's Tax Maps. We have reviewed your data along with the estimated number of changes and have a couple of options for the Town to consider. I will outline them here, and encourage you to give me a call to further discuss them.

With either option, there is a one time cost for setting up a Data Driven Pages (DDP) plotting .mxd so that we can efficiently print all maps from one file. The annual maintenance price going forward will vary depending on which initial option the Town chooses.

Option 1, CAI would convert your Tax Map data into our standard GIS data model. There are several advantages for doing so, that include:

1. Lower annual maintenance costs
2. More frequent updates to the parcel layer at no additional cost
3. Lower costs for future map creation

With the data in a standard format it is much more efficient for our staff to make edits to the data and therefore we can do so at a lower cost. The cost for the data conversion and setting up the DDP .mxd would be \$8,900. Once converted, CAI would perform annual Tax Map Maintenance updating the maps current to 4/1/22 using deeds and surveys provided by the Town for an additional \$2,100.

Option 2, CAI would keep the data in the same database model that it currently is in. The cost to set up a DDP .mxd to print the maps would be \$3,400. Once the .mxd is set up, CAI would perform annual Tax Map Maintenance updating the maps current to 4/1/22 using deeds and surveys provided by the Town for an additional \$2,600.

Thank you again for reaching out regarding Tax Map Maintenance services. At your convenience, please give me a call so that we can further discuss these or other options and decide what makes the most sense for the Town.

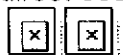
Aaron

Aaron Weston

Business Development Manager



800.322.4540 x28
direct 603.761.6241



October 7, 2022

Readfield Select Board Retreat
Facilitator Report offered by Bruce Bourgoine

Thank you for allowing me to facilitate your retreat focused on 2022-2023 goals both immediate and long term. The process used was designed to offer broad participation and listening to arrive at a set of mutual goals the Board may consider making official with their adjustments and changes in the course of upcoming business.

Please accept the following disclaimer: This report is based on compiled notes, a recording, and observations from the facilitator's perspective. It is not designed to be a final report ready for adoption without reconsideration and rewording to suit the Board's purposes. Any omissions or failure to capture nuances of the discussions are those of the facilitator; a group's collective recall can be additionally helpful.

Finally, all Select Board Members – Dennis Price, Kathleen Woodsum, Sean Keegan, Carol Doorenbos, and Steve DeAngelis participated and further reference to them in this report will be by first name.

Citizen Input

Citizens had an opportunity to provide input prior to the meeting electronically and at the beginning of the meeting. There were two items raised:

- Pursuing the town's fields development with particular attention to the financing arrangements.
- Evaluate the potential of in-house winter plowing of roads to perhaps consider after the current contract.

Citizens were offer the opportunity to comment at the end of the meeting and again the focus was on the fields development but questioning its need.

Reviewing 2021-2022

Using the goals, a brief evaluation provided the following reflections:

- A Minutes policy and a Remote Meetings policy were adopted and applications per the Cannabis policy remains needing refinement.
- A municipal broadband fiber service went to public vote.
- In traffic safety, steps in the Church Road sidewalk continued on its multi-year plan, Readfield Corners parking was addressed but the immediate area in front of the Post Office still needs to be finalized, a beach crosswalk was installed.
- The Board continued to support the Comprehensive Plan process for its update.
- A Parks and Rec position was not created due to evolving rules on the uses of ARP funds.
- The Town Manager along with other participants reported on heat pumps installation, tree cutting/ditching/paving, the Town's focus on business, CEO/Planning Board applications and approachability, and civil discourse.

Planning Ahead with Big Ideas

Board Members were asked to bring one “Big Idea” to the meeting to help jump start our goals development. These ideas were meant to help focus on items important to members that they believed would be of interest to other members and serve the community. These were not meant to be polished finished goal proposals and were to be considered with other priorities and carry over items as we refined our goal list. Thank you to Board members for bringing forward the following:

- Sean: Enhance beach use with food, programs, docks, and shelter.
- Steve: Pay attention to being inclusive by broadening processes to involve wider community voices.
- Dennis: Place a Fairground Recreation Plan question on the June Ballot.
- Kathleen: Develop a formal Select Board Manual covering operations and practices.
- Carol: Use spending restraint and be welcoming to business.

Looking Ahead on Additional Items

In addition to the “Big Ideas” the following topics were identified as citizen input to consider, carry over goals, should also consider items, ordinance priorities, or came about from general discussion:

- Recreation fields and financing.
- In-house winter plowing.
- Cannabis applications refinement.
- Broadband solutions.
- Ongoing Church Street sidewalk steps.
- Comprehensive Plan support.
- Parks and Recreation position and planning.
- Labor contract negotiations.
- Moorings.
- Town property inventory and management.
- Volunteer support, recognition, recruitment.
- More collaboration and engagement with schools.
- Jesse Lee Church considerations.
- Beach and Weathervane parking.

Goals selected, delegated items, values statement

The group discussed all of the above items and developed five action goals for the Board that would be prefaced by an overarching aspirational statement to be mindful of in all their goal work and other actions. It assigned some tasks for further attention to specific individuals or groups that would be a part of their normal working process but worth monitoring. The final page of this document is a distillation of this material. Please consider the language used as not necessarily what the Board would use as a finalized statement of goals but a working document to refine prior to adoption. Board members who expressed a specific desire to be involved in a particular goal or item are noted parenthetically. All ordering of items is incidental and does not denote priority levels.

2022 – 2023 Draft Goals

The Select Board will work on achieving its goals using three overarching values. It will seek to broaden the process to be more inclusive of community voices and seek methods and approaches specifically aimed at obtaining broad community input and perspective (Steve). It will be mindful of fiscal constraints in its works and being business welcoming. It will seek the involvement of current and new volunteers who it will support in their efforts to help serve the town.

The five main goals of the Select Board to work on during 2022 -2023 are:

- *Youth athletic field and finances* including asking a June 2023 warrant question to gain voters' direction on this item. (Dennis, Steve)
- *Church Street sidewalk* continued attention to this multi-year goal as it approaches actual construction in a forthcoming year. (Kathleen, Carol)
- *Enhanced use of space at the Town Beach* with the extension of services, activities, and program opportunities. Also investigate beach physical improvements. (Sean, Dennis)
- *Parks and Recreation staffing and program* goal carried over from the previous year to get added attention and development. (Sean)
- *Gain a stronger relationship with local schools* built on cooperation, collaboration, and effective communication. (Steve, Dennis, Sean)

The Board also will be mindful operationally of giving the following items specific attention in the forthcoming year. Ordinance considerations for introduction, review, processes, or refinement include *Cannabis* (Dennis) and *Moorings* (Town Manager). Attention will be given to *Broadband* extension to unserved areas (all) and a possible *Beach Parking* agreement (Dennis). Documentation will be developed to inventory all *Town Properties* and uses (Kathleen) and build a *Select Board Manual* (Kathleen). Also, the Board notes it will need to negotiate a *Labor Contract* this coming year. The group also assigned the Town Manager to begin exploration of possible *In-House Plowing* options after the current contract and also the Chair and Vice Chair to maintain a process to be mindful of and measuring activity of these goals.

Town of Readfield, Maine

Comprehensive Plan Vision Statement 2022

Mission : The Town of Readfield is a scenic, dynamic and diverse community committed to fostering an inclusive, vibrant way of life for people of all backgrounds and ages. This vision commits to preserving the rural character of our community with a plan for a sustainable future.

Strong Community, Culture, and Heritage:

- Encourage community participation at all levels in which residents, businesses owners, and town leaders cooperate to advance the goals and priorities of the Comprehensive Plan
- Preserve the scenic landscape and natural resources – lakes, forests, open spaces
- Support local agriculture through protection of farmland and encourage local agribusinesses

Healthy and Valued Ecosystem:

- Continue responsible stewardship of natural and recreational resources
- Maintain and expand the current network of trails and sidewalks
- Enhance age friendly public access to Readfield beach, Fairgrounds Recreation area and trails
- Protect the quality of lakes, ponds, streams for all season recreational activities – boating, fishing, swimming, ice skating, snowmobiling
- Work to acquire additional conservation land as it becomes available
- Encourage recycling and composting

Diversified Economy:

- Support the current businesses, such as those located at the Readfield Depot, Readfield Corner and Kents Hill
- Encourage new eco-friendly development in the area of Readfield Corner that is close to the Town Office, Readfield Community Library and Post Office
- Encourage new businesses that fulfil basic needs in this small service area such as café, bakery, Bank/24/7 ATM

Attractive and Attainable Housing:

- Develop a plan to create a range of housing options for residents of all ages, income levels and life stages that would be consistent with town architectural flavor

Coordinated and Connected Infrastructure:

- Prioritize development (or participation) in a transportation network that provides access to local service centers such as Winthrop and Augusta
- Create connections – educational as well as cultural between the community and the three schools – Readfield Elementary – RSU # 38 – Kents Hill Preparatory School
- Develop plans for a Readfield Community Center

Strategic and Collaborative Governance:

- Support expansion of the Readfield volunteer fire department
- Promote expansion of emergency response services that will be able to meet the needs of a growing and aging population
- Maintain fiscally responsible governance
- Maintain government transparency through website and publications
- Improve additional modes of communication with Readfield residents in addition to internet resources.

Fiscal Year 2023-2024 (FY24) Budget Goals & Warrant Worksheet

Identify three budget goals you have for the Town as a whole, and how they might be accomplished:

1. Goal:

How to accomplish the goal:

Readfield Select Board
October 17, 2022
Item # 23-043

2. Goal:

How to accomplish the goal:

3. Goal:

How to accomplish the goal:

Identify three budget goals you have for specific areas or departments, and how they might be accomplished:

1. Goal:

How to accomplish the goal:

2. Goal:

How to accomplish the goal:

3. Goal:

How to accomplish the goal:

Identify any considerations you have for the Warrant or Warrant development process, including schedule, format, Ordinance revisions, etc.:

2023-2024 (FY 24) BUDGET & WARRANT PROCESS SCHEDULE As Amended 10/13/2022

Date	Meeting / Event / Task	Time
10/17/22	Select Board Meeting - Budget process review & goals discussion	6:30 PM
11/14/22	Select Board Meeting - Warrant discussion	6:30 PM
11/17/22	Budget Committee Meeting - Organizational meeting and budget goals	6:30 PM
11/18/22	Budget process memo sent to Depts., Boards, & Committees - To include PY & YTD #s	N/A
12/12/22	Select Board Meeting - Capital Investment Planning Discussion	6:30 PM
12/30/22	Preliminary Dept., Board & Committee budget #s due	N/A
01/12/23	Budget Committee Meeting - Departments I	6:30 PM
01/23/23	Select Board Meeting - First Budget Draft	6:30 PM
01/26/23	Budget Committee Meeting - Departments II	6:30 PM
02/09/23	Joint Select Board and Budget Committee Meeting - Capital Investment Plan Review	6:30 PM
02/13/23	Select Board Meeting - Second Budget Draft	6:30 PM
02/16/23	Budget Committee Meeting - Departments III	6:30 PM
02/23/23	100 days before vote - Nomination Papers available	N/A
03/03/23	Deadline for warrant article and ordinance submissions - Select Board Review	N/A
03/08/23	School Committee meeting with Select Boards - school budget - ESTIMATED ONLY!	6:30 PM
03/09/23	Budget Committee Meeting - Budget review	6:30 PM
03/13/23	Select Board Meeting - Budget & Warrant review	6:30 PM
03/17/23	Deadline for legal review of the proposed warrant	N/A
03/23/23	Public Budget Meeting / Hearing - Public Comment and Recommendations on DRAFT Budget	6:30 PM
04/10/23	Select Board Meeting - Final budget & Warrant review and approval	6:30 PM
04/13/23	Budget Committee Meeting - Final budget review and approval	6:30 PM
04/14/23	60 days before voting - Nomination Papers & Referendum Questions due - Warrant due to Clerk	3:30 PM
04/28/23	Draft annotated Warrant due & Official Ballot sent to printer (46 days prior to voting)	N/A
05/12/23	30 days before voting - Absentee Ballots available (actually 32 as the 14th is a Sunday)	3:30 PM
06/01/23	Public Hearing - Public Comment and Information on COMPLETED Warrant	6:30 PM
06/03/23	10 days before voting - Last day to hold referendum question hearings (Saturday)	N/A
06/08/23	7 days before voting - Town Meeting Warrant posted (absolute deadline)	N/A
06/13/23	Town Meeting	8:00 AM

Readfield Select Board
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Notes:

^ Involvement - The Select Board, Budget Committee, Other Boards & Committees, Town Manager, Finance Officer, and interested Residents will have ongoing roles in the budget process. All meetings are public open to public comment.

Select Board Attendance - Joint meetings and regular Select Board meetings will have full Select Board attendance and budget meetings may have members of the Select Board in attendance.

^ Public Budget Meetings - These meetings are intended to provide opportunity for extensive public comment, feedback, and recommendations on the draft budget, budget process, and final budget in conjunction with budget presentations / information.

Departments I - Includes the following: **General Government** (Administration, Insurance, Office Equipment, Assessing, Code Enforcement, Grants / Planning, Heating Assistance, Legal), **Maintenance** (General, Buildings, Vehicle / Equipment, Interlocal) **Boards & Committees** (Appeals Board, Planning Board), **Regional Assessments** (Cobbossee Watershed, First Park), **Kennebec County Tax** (County Tax), **General Assistance** (General Assist.)

Departments II - Includes the following: **Recreation and Open Space** (Beach, Conservation, Recreation Board, Heritage Days, Town Properties, Trails), **Roads & Drainage** (Roads & Drainage, Winter Maintenance), **Capital Improvements** (Admin Technology, Library Building, Cemetery, Roads, Equipment, Leases, Transfer Station, Maranacook Lake Dam), **Debt Service** (Debt Service),

Departments III - Includes the following: **Community Services** (Animal Control, Kennebec Land Trust, KVCOG, Age Friendly initiatives, Library, Public Access TV, Street Lights), **Protection** (Fire Department, Fire Equipment, Ambulance, Water Holes, Tower Sites, Dispatching, Personal Protection Gear, Emergency Ops), **Cemeteries** (Cemeteries), **Solid Waste** (Transfer Station, Backhoe),

Unclassified (Abatements / Overlay, Tax Relief, Non-profits, Contingency, Snowmobiling, Enterprise Fund, Revaluation)

Legend:

Select Board Meetings ^

Budget Committee Meetings ^

Joint Select Board and Budget Committee Meetings ^

 Statutory Deadlines

 Formal Public Hearings ^

**PROJECT CONTRACT
(Federally Funded Project)**

Project Location: Readfield
Project WIN: 25113.00

Contract Maximum Amount: \$81,200
Contract Begin Date: _____
Contract Expiration Date: 12-31-2024

This Project Contract (**Contract**) is entered into by and between the **Municipality of Readfield**, (the **Municipality or Client**), a municipal corporation with its principal administrative offices located at Readfield Town Office and with a mailing address of 8 Old Kents Hill Road, Readfield, Maine 04355, and **Gorrill Palmer**, a corporation or other legal entity (Consultant), with its principal place of business located at **707 Sable Oaks Drive, Suite 30, South Portland, Maine 04106.**

This Contract contains the following attachments:

- ✓ Appendix A – Method of Payment and Price, Overhead Rate
- ✓ Appendix B – Consultant’s Proposal – Detailed Scope of Work
- ✓ Appendix C – DBE/WBE Utilization Plan
- ✓ Appendix D – Notice of Compliance with Title VI of the Civil Rights Act of 1964
- ✓ Appendix E – Form FHWA-1273 - Required Contract Provisions

This Contract is subject to compliance with Disadvantaged Business Enterprise (DBE) Program requirements for all federally-funded contracts.

The Municipality and the Consultant hereby agree as follows:

A. The Scope of Work. The Consultant agrees to complete all work as detailed in this contract.

The Consultant shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform all work pursuant to this contract and;

The Municipality shall have the right to alter the nature and extent of the work as provided in this Contract; payment shall be made as provided in this Contract. The Municipality has the right to retain the Consultant for additional design and/or construction inspection work relating to this project.

B. Contract. The Consultant agrees to be bound by the terms and requirements of the MaineDOT’s Consultant General Conditions, dated **February 2020**, which are hereby incorporated herein by reference, with one exception. The indemnification clause to the Consultant General Conditions shall be modified as follows:

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client and MaineDOT, its officers, directors and employees (collectively, Client) against damages, liabilities and costs arising from the negligent acts of the Consultant in the performance of professional services under this Agreement, to the extent that the Consultant is responsible for such damages or liabilities on a comparative fault basis between the Consultant and the Client. The Consultant shall not be obligated to indemnify the Client for the Client’s own negligence or for the negligence of others.

C. Time. This Contract shall become effective on the date last signed and that date shall constitute the earliest date for which work may commence. The Consultant agrees to complete all project deliverables as outlined in this Contract on or before **August 21, 2024.** The **Expiration Date** of this Contract is **December**

31, 2024, at which time work cannot continue under this contract without a modification in place to extend the expiration date.

D. Team Members. Please list names of the Project Manager, designer, other key personnel, and primary sub-consultants you are using for this Contract.

Principal: **Don Ettinger**
Project Manager: Travis Landry
Other Key Personnel: Robert Warren, Mike Cundiff
Sub-consultants: _____

E. Representations. By signing below, the Consultant hereby represents that to the best of the Consultant's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Contract documents are complete and accurate as of the date of this Contract.
2. The Consultant knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Consultant to sign this Contract on behalf of the Consultant and to legally bind the Consultant to the terms of this Contract.
4. Work shall not commence before the Municipality has fully executed this Contract and given the Consultant authorization to proceed.

F. Agreement. The undersigned – having carefully examined the site of work, scope of work and other conditions including insurance requirements for transportation project-related services – agrees to supply all the professional services, materials, tools, equipment and labor to complete the whole of the work in strict accordance with the terms and conditions of this Contract at the prices agreed to in Appendix A (attached).

Consultant agrees to perform the work required at the prices specified above in accordance with the terms of this Contract and to provide the appropriate insurance.

Consultant also agrees:

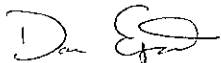
First: That insurance (and a current Certificate of Insurance) as specified in this Contract will be provided before any work begins under this Contract.

Second: To begin the work on the date specified herein, and to complete the work within the time limits herein in accordance with the terms and conditions of this Contract.

IN WITNESS WHEREOF, the Consultant, for itself, its successors and assigns, hereby execute two (2) originals of this Contract and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

GORRILL PALMER

MUNICIPALITY OF READFIELD



By: Don Ettinger, Principal

By: _____

10/11/2022
(Date Signed)

(Date Signed)

**APPENDIX D TO PROJECT CONTRACT:
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

During the performance of a Project Contract, the Consultant, for itself its assignees and successors in interest (hereinafter referred to as the "Consultant") agree as follows:

- a. Compliance with Regulations: The Consultant shall comply with the Regulations of the U.S. Department of Transportation relative to nondiscrimination in federally assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21 through Appendix H and Title 23, Code of Federal Regulations 710.405 (b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. Nondiscrimination: The Consultant, with regard to the work performed by it after award and prior to the completion of the contract work, shall not discriminate on the ground of race, color or national origin in the selection and retention of Sub-consultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Subcontract, Including Procurements of Material and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurement of services, material or equipment, each potential Sub-consultant or supplier shall be notified by the Consultant of the Consultants obligations under this contract and the regulations relative to nondiscrimination on the ground of race, color, or national origin.
- d. Information and Reports: The Consultant shall provide all information and reports required by the regulations, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the state highway agency or the Federal Highway Administration to be pertinent to ascertain compliance with such regulations, orders and instructions.

Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the state highway agency or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

- e. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the state highway agency shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:
 - i. withholding of payments to the Consultant until the Consultant complies and/or
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

f. Incorporation of Provisions: The Consultant shall include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order or instructions issued pursuant thereto. The Consultant shall take action with respect to any subcontract or procurement as the state highway agency or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Consultant becomes involved in or is threatened with, litigation with a Sub-consultant or supplier as a result of such direction, the Consultant may request the state to enter into such litigation to protect the interests of the state; and in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

**APPENDIX E TO PROJECT CONTRACT:
FHWA-1273: Required Contract Provisions for Federal-Aid Contracts**

Agency / Requirement	Form	Statute	Regulation	Highway Construction (1)	Non-Highway Construction (2)	Consultant Contracts (3)	Remarks:
Buy America Requirements	State developed provisions	23 USC 313	23 CFR 635.410	Yes	Yes	Yes	Applicable to all projects financed under Title 23 that use or acquire steel & iron materials.
Non-Collusion Provision	State Developed Provisions	23 USC 112 (c)	23 CFR 635.112(f)	Yes	No	No	Applicable to highway construction contracts financed under 23 USC
On-the-Job Training Provisions	Appendix B to Subpart A of Part 230-Training Special Provisions	23 USC 140(a) & (b)	23 CFR 230 Subpart A Appendix B to Subpart A of Part 230-Training Special Provisions	Yes	See remarks	No	Projects designated by the State in setting State-wide training goals
Standardized Changed Conditions Contract Clauses	State developed contract provisions	23 USC 112(e)	23 CFR 635.109	Yes	No	No	Applicable to all highway construction projects (except for design-build projects where applicability will be determined on a project-by-project basis).
FHWA Required Contract Provisions	Form FHWA-1273 - Required Contract Provisions (.pdf)		23 CFR 633.102	Yes	Yes (5)	No	Form FHWA-1273 must be incorporated in all Federal-aid construction solicitations and contracts
USDOL OFCCP EEO Clause	Equal Employment Opportunity Clause		41 CFR 60-1.4(b) 2 CFR Part 200 Appendix II (C)	Yes See Remarks	Yes See Remarks	See Remarks	41 CFR 60-1.4(b) for Federally assisted construction contracts; Note: 41 CFR 60-1.4(d) allows for incorporation by reference (referenced in FHWA-1273) See definitions in 41 CFR 60-1.3
USDOL OFCCP Notice of Requirement for Affirmative Action	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)		41 CFR 60-4.2(d)	Yes	Yes	No	The notice shall be included in all solicitations on all federally assisted construction contracts or subcontracts in excess of \$10,000. Minority goals are published in DOL's Technical Assistance Guide for Federal Construction; Contractors - Appendix E.
USDOL OFCCP EEO Contract Specifications	Standard Federal EEO Construction Contract Specifications (Executive Order 11246)		41 CFR 60-4.3	Yes	Yes	No	The notice shall be included in all solicitations on all federally assisted construction contracts or subcontracts in excess of \$10,000
USDOT Disadvantaged	State contract provisions based on		49 CFR 26	Yes	Yes	Yes: See	Applicable to solicitations and

Agency / Requirement	Form	Statute	Regulation	Highway Construction (1)	Non-Highway Construction (2)	Consultant Contracts (3)	Remarks:
Business Enterprise Program Requirements	Federal requirements			See Remarks	See Remarks	Remarks	contracts as defined in the State's approved DBE program.
FHWA Non-Collusion Statement	State developed solicitation provision based on the language in <u>23 CFR 635.112(f)</u>	23 USC 112(c)	<u>23 CFR 635.112(f)</u>	Yes	No	No	Applicable to Federal-aid highway construction projects
Sanctions and Penalties for Breach of Contract	State developed contract provision		<u>2 CFR Part 200 Appendix II (A)</u>	Yes	Yes	Yes	Required for all contract in excess of the simplified acquisition threshold (currently set at \$150,000), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
Termination for Cause and Convenience	State developed contract provision		<u>2 CFR Part 200 Appendix II (B)</u>	Yes	Yes	Yes	Required for all contracts in excess of \$10,000
Davis-Bacon Act (Prevailing Wage Rate Requirements)	<u>See form FHWA-1273, Section IV (.pdf) & Federal Prevailing Wage Determination</u>	23 USC 113, 40 USC 3141	<u>2 CFR Part 200 Appendix II (D) and 23 CFR 635.309(f) 29 CFR 1, 3, 5</u>	See remarks	See remarks	See remarks	<p>Required for Title 23 funded highway construction projects located on a Federal-aid highway (excludes local roads or rural minor collectors); or when required by statute (e.g. Transportation Alternatives Program Projects under 23 U.S.C. 213(e))</p> <p>Required for construction projects funded outside of Title 23, when required by Federal program legislation.</p> <p>Contract provision provided in form FHWA-1273, Section IV.</p>
Contract Work Hours and Safety Standards Act	<u>See form FHWA-1273, Section V</u>	40 USC 3701-3708	<u>2 CFR Part 200 Appendix II (E)</u>	See remarks	See remarks	See remarks	Provision is applicable to Federal-aid construction contracts in excess of \$100,000; see language in form FHWA-1273.
Rights to Inventions Made Under a Contract or Agreement			<u>2 CFR Part 200 Appendix II (F); 37 CFR Â§401</u>	No	No	See remarks	Applicable to inventions under government research grants, contracts and cooperative agreements
Clean Air Act / Federal Water Pollution Control Act	Incorporated in Form FHWA-1273, IX		<u>2 CFR Part 200 Appendix II (G)</u>	Yes (4) See remarks	Yes (4) See remarks	See remarks	Construction contracts and sub-grants of amounts in excess of \$150,000
Energy efficiency	As appropriate for each State developed plan	42 U.S.C. 6201	<u>2 CFR Part 200 Appendix II (H)</u>	See remarks	See remarks	See remarks	Applicable when there is a mandatory standards / policies relating to energy efficiency in the state energy conservation plan
Debarment and Suspension	<u>See form FHWA-1273, Section X</u>		<u>2 CFR Part 200 Appendix II (I) 2 CFR 180</u>	Yes (4)	Yes (4)	Yes (4)	Example certification provided in Form FHWA-1273, Section X

Agency / Requirement	Form	Statute	Regulation	Highway Construction (1)	Non-Highway Construction (2)	Consultant Contracts (3)	Remarks:
Byrd Anti-Lobbying Amendment	See form FHWA-1273, Section XI (.pdf)		2 CFR Part 200 Appendix II (J)	Yes (4)	Yes (4)	Yes (4)	Example provision provided in Form FHWA-1273, Section XI
Procurement of Recovered Materials	As appropriate for each State developed Affirmative Procurement Plan		2 CFR Part 200 Appendix II (K) 2 CFR 200.322 40 CFR part 247	See Remarks	See Remarks	See Remarks	Compliance with section 6002 of the Solid Waste Disposal Act as appropriate, EPA Guidelines and State Affirmative Procurement Plans

Footnotes:

- (1) Federal-aid Highway Construction Contracts include Title 23 funded projects on the NHS and non-NHS (within the right-of-way of a public highway (see [Mr. Horne's June 26, 2008 memo](#)).
- (2) Non-highway construction projects are construction projects that are not located within the right-of-way of a public highway or linked to a Federal-aid highway project. If a project is linked to a Federal-aid highway project, then it is subject to FHWA highway construction contracting requirements. Linkage may be established through the environmental review process. Examples of construction projects that are not highway construction include bicycle trails, historic preservation of buildings, and other projects that are not located within the right-of-way of a public highway (see [Mr. Horne's June 26, 2008 memo](#)).
- (3) "Service contracts" include projects to acquire services or equipment that are neither construction contracts nor engineering services contracts related to the construction of a Federal-aid project. Service contracts may include equipment acquisitions, vehicle acquisitions, vehicle retrofit projects, roadside assistance services, planning studies, etc.).
- (4) Example contract language is provided in [Form FHWA-1273 \(.pdf\)](#).
- (5) Certain FHWA-1273 requirements may not apply. See each section of Form FHWA-1273 for details. All construction contracts funded under Title 23 should include form FHWA-1273, and when appropriate, a separate provision noting the specific requirements that are not applicable to that contract (e.g. Davis-Bacon prevailing wage rate requirements are not required if the project is not located on a Federal-aid highway).

FHWA-1273: Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government-wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of

the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or

disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the

plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such

representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined

to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or sub-grantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or sub-grantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or sub-grantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or sub-grantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the sub-region, or the Appalachian counties of the State wherein the contract work is situated, except:

- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



707 Sable Oaks Drive, Suite 30
South Portland, Maine 04106
207.772.2515

October 11, 2022

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

Re: Readfield, Church Road Sidewalk Improvements
WIN 25113.00
Preliminary & Final Design Services

Dear Lee:

Gorrill Palmer is pleased to submit this proposal for preliminary & final design services for sidewalk improvements along Church Road in Readfield. This scope & fee proposal is based on the town issued RFP, clarifications during the RFP process, and our qualifications-based proposal dated 8/05/2022.

Project Understanding

This project includes design of sidewalk improvements on one side (likely the east side) of Church Road in Readfield. The sidewalk will connect to existing pedestrian facilities beginning at Main Street (Route 17) and extending northerly on Church Road to the Community Recreation Park at the Fairgrounds. The project length is approximately 0.3 miles.

We understand this project will design a new sidewalk ideally on the east side of Church Road to close the gap between an existing sidewalk at the Main Street/Church Road intersection and the trail network that starts in the recreation complex at the Fairgrounds. Gorrill Palmer agrees to develop up to three conceptual sidewalk layouts for pedestrian improvements within these project limits. Through coordination with the town and MaineDOT (DOT) at the kickoff meeting and initial site visit, the conceptual layouts may consider locating the sidewalk on the east or west side of Church Road and may consider sidewalks with or without esplanades, with or without curbing and with or without closed drainage.

We understand the importance of the sidewalk design relative to the existing environment and surrounding constraints such as the existing large mature trees. We will consider right of way, property and existing tree impacts when laying out the sidewalk. We will also consider utility and environmental impacts to natural resources such as wetlands during this process. There are existing crosswalks at the Main Street intersection. Work assumes modifications to the Church Road crosswalk and related ADA ramps will be required but no work is planned for the Main Street crosswalk/ramps. One mid-block crossing of Church Road near the Union Meeting House is assumed in our scope. Work assumes RRFB's are not needed at this mid-block crossing location.



Work will include design of sidewalk and pedestrian improvements and access management of entrances within the project limits. Work will likely include curbing, drainage, sidewalk, ADA ramp, crosswalks, signing and striping improvements and the project will be designed in a manner that avoids or minimizes property, utility, environmental and tree impacts, where possible. No crosswalks are planned across Main Street. This proposal assumes no lighting design, landscaping design or retaining wall design will be required.

Gorrill Palmer will provide pedestrian and sidewalk design services in accordance with town and DOT design standards, specifications and details. Work assumes DOT specifications and pay items will be used for this LPA project. Work will include development and submittal of the following milestones:

- Concept Plans (25%)
- Draft PDR (preliminary plans, PDR form, HDR form, quantities, estimate) (50%)
- Final PDR (50%)
- PIC Plans (75%)
- Right of Way Maps (75%)
- Draft PSE (final plan set, quantities, estimate, specifications and bid book) (95%)
- Final PSE (stamped bid documents) (100%)

The design plans will be developed using MicroStation software. It is our understanding that the town or DOT will be responsible for the following items:

- Survey information and survey updates.
- Wetland and environmental field screening and delineation (if needed).
- Existing right of way and property line information.
- Property owner reports.
- Crash/accident information (if needed).
- Traffic information and turning movement counts (if needed).
- Notifications for public meetings.
- Environmental permitting fees.
- Right-of-way coordination & certification.
- Geotechnical services.
- Landscaping and lighting design (if required).
- Taming process and certification.

Scope of Work

Gorrill Palmer has prepared the following scope of work based on our understanding of this project.

Preliminary Design

1. Attendance at up to two virtual team meetings (ZOOM or TEAMS) is assumed for this scope, including a kickoff meeting. Work includes preparation, attendance and follow-up actions.



2. Gorrill Palmer will conduct an initial site visit with town and DOT to review the existing conditions. We will discuss sidewalk locations, sidewalk connections, drainage conditions, access management, and crosswalk options.
3. Gorrill Palmer will develop a baseline with stationing for the Church Road and along Main Street at the intersection area where work is planned. As-built baseline information will be referenced and used when possible.
4. Gorrill Palmer will develop conceptual plans for sidewalk improvements including crosswalks, landings, ADA ramps and driveway aprons along Church Road based on feedback received during the kickoff meeting and site visit. Access management of driveway entrances and assessment of grading impacts will be considered at this stage in the project. Concept plans will include alignment and layout information only, no working cross sections or typical sections will be provided at this time. Work assumes no roadway improvements will be required for Church Road and Main Street and all sidewalk work will occur along the roadway shoulder areas. Up to three concepts will be developed at 1=25 scale using available survey and right of way information provided by DOT. These concept plans will be submitted to the town and DOT for review, after an internal QC review is completed.
5. Work assumes vehicle turning movement assessment (truck, fire truck and school bus) will not be required as no changes to the Main Street/Church Road intersection geometry are proposed by this sidewalk project.
6. Work assumes traffic data collection and traffic analysis are not required for this project.
7. Review of crash information to determine if high crash locations are present in the areas of the proposed sidewalks will be completed.
8. Typical sections will be developed after concept plans are reviewed. We will follow the DOT standards for sidewalk typical sections. Work assumes no pavement overlay will be required along the roadways. Work assumes bituminous sidewalks, with either bituminous or slipform concrete curb and a minimum sidewalk width of 5.5 ft. including the curb width, will be provided. A grass esplanade will be proposed if space is available. The width of the esplanade may mimic the esplanade width on Main Street or could be wider.
9. Horizontal alignments will be finalized to match the existing roadway centerlines and will be used to provide station and offset information for the related sidewalk, curbing and drainage improvements.
10. HDR forms will be completed to establish design criteria for the project.
11. Existing ground profiles will be developed for all streets where sidewalks are proposed however work assumes development of proposed profiles will not be required.



12. Cross sections will be developed showing existing conditions and proposed design elements including locations for curbing, sidewalk and grading limits. Driveway cross sections will also be provided.
13. Design of retaining walls is assumed not required for this scope.
14. A preliminary drainage layout will be developed showing locations for catch basins, drainage pipes and drainage swales. Information will be shown in plan view only, at this stage in the project. Work assumes existing drainage patterns will be maintained with the proposed design. The proposed drainage work will connect into the existing drainage infrastructure, where possible.
15. Preliminary plans will be developed showing sidewalk improvements, access management, driveway aprons, horizontal alignments, typical sections, existing ground profiles and cross sections (at 50' spacing). Preliminary plans will show striping, grading limits, and proposed drainage layout information. These preliminary plans will include existing right-of-way as supplied by DOT.
16. Quantities and a preliminary opinion of project cost (construction cost estimate) will be developed.
17. The Preliminary Design Report (PDR) form will be completed. The form will summarize preliminary findings on traffic, typical sections, pavement design, bike/pedestrian/ADA accommodations, design exceptions, environmental permits, right of way summary, utility impacts, geotechnical findings, summary of public process, taming requirements, budget, schedule, and summary of engineering.
18. Gorrill Palmer will develop and submit the Draft PDR package for town and DOT review, after an internal QC review is completed. Work will include submission of the PDR form, HDR forms, project quantities, estimated costs and preliminary plans.
19. A clear zone assessment will be completed to identify objects within the clear zone such as trees, signs, utility poles, and buildings.
20. Design exceptions (DE) may be required for shoulder width, driveways and clear zone. Work assumes up to one DE will be needed.
21. Gorrill Palmer will submit the preliminary plans to utilities and will coordinate the planned work. We will also coordinate with the environmental agencies to determine what permits may be required.
22. Gorrill Palmer will attend one in-person public meeting. Work includes preparation for the meeting, attendance, presentation, and follow-up actions. We will prepare the color hearing graphics (plan, profile, typical sections) and presentation talking points for the public meeting.



23. Gorrill Palmer will incorporate client and public comments and submit the final PDR package. Up to 8 hours is assumed for this task.

Final Design

24. A second site visit will be completed to review the preliminary design with existing conditions.
25. Gorrill Palmer will complete a pavement design for proposed shoulder work on Church Road and submit it to DOT for review and approval.
26. Gorrill Palmer will develop and submit the 403-specification request form to DOT, based on the preliminary pavement quantities and typical sections. DOT will prepare the draft and final pavement specifications.
27. Typical sections will be finalized to show dimensions, notes, and stations. Pavement and gravel depths will be updated based on the approved pavement designs. No pavement overlay of the roadway is planned as part of this work.
28. Available property owner reports will be reviewed and compared with the design plans. Gorrill Palmer will identify where potential conflicts between the design and existing features may exist including underground storage tanks and foundation drains.
29. General plans will be finalized to show the proposed sidewalk and shoulder limits, driveways, curbing, ADA ramps, drainage, erosion control measures, utilities, slope limits, clearing limits, project limits, and related notes. Tree removals will be noted on the plans and cross sections where applicable.
30. The final drainage design will be completed. Work assumes that hydraulic analysis will be required for any new drainage infrastructure along Church Road. Work also assumes that the existing drainage facilities on Main Street are adequately sized and do not require replacement. The drainage design will include pipe lengths, sizes, and inverts as well as catch basin sizing, rims, and inverts, underdrain, drainage outlet locations and erosion control measures. Drainage notes will be added to the cross sections and construction notes sheet.
31. Existing utility conflict checks with the proposed drainage will be completed. Adjustments to the proposed drainage design may be proposed to avoid or minimize utility impacts. Areas of conflict will be identified to the utilities and test pits will be requested of those utilities.
32. Gorrill Palmer will coordinate with the DOT environmental team member to determine if any environmental permits are required for this project. Due to limited environmental resources within the project limits, we assume no environmental permits will be required.
33. Existing underground storage tanks and foundation drains identified from review of POR's will be shown and labeled on the plans. Pay items and quantities for foundation drains will be provided.



34. Profiles will be finalized and will show existing grades and limits of work.
35. Design of pedestrian accommodations including sidewalks, sidewalk ramps, landings and crosswalks will be completed. Development of up to one technical infeasibility form (TIF) is assumed. Work assumes design of ADA ramps and landings with vertical spot grade information is not required.
36. Driveway layouts and cross section designs will be finalized.
37. The cross sections and associated slope lines will be finalized. Final notes will be added to the cross sections, including drainage notes.
38. Gutter grades in curbed areas will be reviewed to verify adequate minimum grades are provided throughout the project.
39. Gorrill Palmer will further coordinate with utilities following the DOT utility coordination LPA process. Work will include identifying existing utility locations, reviewing for potential utility impacts, identifying test pit locations for utilities to complete, and coordinating any proposed utility locations for overhead and underground utilities. No onsite utility meeting is assumed. Existing and proposed utilities (overhead and underground) will be shown on the plans and cross sections.
40. Due to the limited nature of the roadway work, development of intersection grading plans is assumed not required for this project. Also, no proposed traffic signal work is planned.
41. Design of guardrail is assumed not required for this project.
42. Construction notes will be developed and shown in the plan set.
43. PIC plans will be submitted to the town and DOT for review, after an internal QC review is completed.
44. Gorrill Palmer will develop right-of-way (ROW) plans for this project. Work assumes up to 11 parcels will be impacted by the project and will require ROW mapping for temporary or permanent rights.
45. Final curbing plans will be developed. Curb type, location and curbing quantities will be noted.
46. Final signing and striping plans will be developed in accordance with the latest MUTCD standards. Signing and striping plans will focus on pedestrian improvements only.
47. Gorrill Palmer will develop PSE plans for the project. It is assumed that the plan set will include the following:
 - Title Sheet (1)
 - Typical Sections & Details (2)
 - General Notes (1)



- Construction Notes (1)
- General Plans (3)
- Profile Sheets (3)
- Signing and Striping Plans (3)
- Curbing Plans (4)
- Cross Sections (10)
- Right-of-Way Plans (3)

A total of 31 sheets are assumed for the final plan set. Development of one plan set for bidding purposes is assumed.

48. Gorrill Palmer will develop final quantities and a cost estimate for the project.
49. Gorrill Palmer will develop the special provisions (technical specifications) for this project. We will also prepare the bid book following the LPA requirements.
50. Gorrill Palmer will submit the Draft PSE package, for town and DOT review, after an internal QC review is completed. Work will include submission of the final plans, bid book, quantities and cost estimate.
51. Gorrill Palmer will submit the final plans and utility specification to the Utilities.
52. We will revise the plans to incorporate minor comments from the town and DOT and will submit Final PSE, stamped bid documents. The final MicroStation and PDF files will be provided to the town and DOT. Up to 8 hours is assumed for this task.
53. Gorrill Palmer will assist the town in submitting LPA letters to DOT including the NEPA checklist, environmental certification and utility certification.
54. This RFP includes design support during the bidding process and construction inspection services, is so requested by the town. These items are excluded from this scope, but we can provide these services upon request.
55. Gorrill Palmer will attend two site visits, one public meeting, and up to two team meetings, for a total of five (5) meetings. Team meetings are assumed to be virtual, and the site visit and public meeting will be in-person.

Schedule

Gorrill Palmer proposes a design schedule as follows:

- | | |
|---------------------|------------|
| ▪ Notice to Proceed | 11/01/2022 |
| ▪ Survey Complete | 12/01/2022 |
| ▪ Concept Plan | 02/01/2023 |
| ▪ Draft PDR package | 05/01/2023 |



- | | |
|---------------------|------------|
| ▪ Public Meeting | 06/15/2023 |
| ▪ Final PDR package | 07/21/2023 |
| ▪ PIC Submittal | 10/16/2023 |
| ▪ Right of Way Maps | 11/15/2023 |
| ▪ Draft PSE package | 05/15/2024 |
| ▪ Final PSE package | 08/21/2024 |

Please note there are many factors outside Gorrill Palmer's control in these timeframes, which may affect our ability to complete the services to be provided under this Agreement. Gorrill Palmer will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Fee

Gorrill Palmer anticipates that this project can be completed for an estimated design fee of \$81,200 including expenses and sub consultant costs. Please refer to the fee estimate attached to this proposal for a full breakdown of expenditures.

Closure

Gorrill Palmer looks forward to working with you and the project team on this assignment. Should you have any questions, please contact us.

Sincerely,

Gorrill Palmer

A handwritten signature in black ink, appearing to read 'Don Ettinger'.

Don G. Ettinger, P.E.
Principal

**STATE OF MAINE DEPARTMENT OF TRANSPORTATION
CONSULTANT'S DETAILED COST PROPOSAL FORM**

Consultant Name: Gorrill Palmer
 Vendor/Customer No.:
 Project Title/Location: Readfield, Church Road Sidewalk Improvements
 MaineDOT WIN: 25113.00
 Service Area or Phase of Work: Pedestrian Improvements

Orig. Date: October 11, 2022
 Revised Date:
 Contact Name: Don Ettinger
 Contact e-mail address: dettinger@gorrillpalmer.com

#	Task Descriptions	Consultant Positions ==>											TOTAL				
		Don Ettinger Principal, QA/QC	Travis Landry, Project Manager	Robert Warren Project Engineer	Jeff Fitzmaurice Design Engineer	Mike Cundiff Senior CAD Technician	Classification and/or Employee Name	Hours	Classification and/or Employee Name	Hours	Classification and/or Employee Name	Hours		Classification and/or Employee Name	Hours		
1.2	Team meetings (2) and site visit	8.00	10.00		2.00												20.00
3.4.9	Concept plans with baselines and stationing		8.00	16.00	16.00												40.00
7	Review crash data		2.00	4.00													6.00
8.10.27	Typical sections and HDR forms		4.00	8.00	12.00												24.00
11.34	Profiles			8.00	12.00	4.00											24.00
12	Preliminary cross sections		4.00	8.00	16.00	4.00											32.00
14	Preliminary drainage layout		4.00	8.00													12.00
15.17	Preliminary plans and PDR form		8.00	12.00	12.00												32.00
16	Quantities and estimate		4.00	12.00	16.00												32.00
18	Draft PDR submittal and QC review	4.00	4.00			4.00											12.00
19.20	Clear zone assessment and design exceptions			6.00	12.00												18.00
21.39.51	Utility coordination (up to 16 hrs assumed)		4.00	12.00													16.00
22	Public meeting	6.00	10.00														28.00
23	Final PDR submittal		4.00			4.00											8.00
24	Site visit #2		6.00	6.00													12.00
25.26	HMA design and 403 spec request		4.00	6.00	12.00												22.00
28.33	Property owner reports			4.00	8.00												12.00
29	Finalize general plans		8.00	16.00	16.00												40.00
30.31	Final drainage design and utility conflict checks		8.00	20.00	16.00												44.00
32	ENV coordination		4.00	4.00													8.00
35	Pedestrian designs and TIF requests		4.00	4.00													8.00
36	Driveway designs (11)		4.00	4.00	10.00												14.00
37	Finalized cross sections		2.00	8.00	14.00												24.00
38	Gutter grade checks		4.00	4.00	8.00												12.00
42	Construction notes		4.00	6.00	8.00												14.00
43	PIC submittal, QC review		33.00			66.00											99.00
44	Right of way plans (11 parcels)		8.00	16.00	24.00												48.00
45.46	Curbing, signing and striping plans			8.00	8.00												16.00
47	Final PSE plans		4.00	12.00	16.00												32.00
48	Quantities and estimate		4.00	12.00													16.00
49	Specifications and bid book	4.00	12.00														16.00
50.52	Draft and final PSE submittals, QC review	4.00	8.00			8.00											20.00
53	Assist with LPA letters		4.00														4.00
	TOTAL HOURS	30.00	171.00	214.00	252.00	94.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	761.00
	HOURLY RATE	\$62.00	\$52.88	\$40.00	\$35.10	\$48.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,678.68
	DIRECT LABOR TOTAL	\$1,860.00	\$9,042.48	\$8,560.00	\$8,845.20	\$4,371.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,583.65
	DIRECT EXPENSES																
	Subconsultant 1-	\$0.00															
	Subconsultant 2-	\$0.00															
	Mileage (currently \$ 4.45 per mile)	\$250.00															
	Lodging	\$0.00															
	Meals - Per Diem (Overnight Status Only)	\$0.00															
	Postage	\$0.00															
	Printing	\$361.43															
	TOTAL DIRECT EXPENSES =	\$611.43															
	Subtotal =																\$81,200.00
	Overhead %																124.19%
	Profit/Fee %																10.00%
	Total Direct Expenses =																\$611.43

NOTE: This proposal form must be accompanied by:

- (a) Description of Services
- (b) Scope of Work
- (c) DBE form (click to open)
- (d) Appendix A-1 (click to open)
- (f) Insurance Certificates
- (g) Subconsultant Proposal
- (h) Waiver Request Forms (if applicable)

Direct expenses on a separate sheet.

- Original Contract
 Modification

**MaineDOT CONSULTANT'S DBE/SUBCONSULTANT
PROPOSED UTILIZATION FORM**

**Must be provided by the Consultant as an attachment to Technical Proposals for New Contracts
and Contract Modifications**

Consultant Firm (Prime): Gorrill Palmer

Prime Consultant is a Maine Certified DBE: Yes No

Contact Person: Don Ettinger

Tele: 207.756.0462 Fax: _____

E-mail: dettinger@gorrillpalmer.com

Contract/Modification Amount: \$81,200.00

Date of Execution: _____
(For Department Use Only)

WIN: 25113.00

Project Location: Readfield, Church Road Sidewalk

TOTAL ANTICIPATED DBE: 0.0 % PARTICIPATION FOR THIS CONTRACT/MODIFICATION

W B E •	D B E •	Non DBE	Firm Name	Description of Work	Anticipated \$ Value
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
Subconsultant Total					\$0.00
DBE Total >					\$0.00

**Note: this information is used to track and report anticipated dbe participation in all federally funded MaineDOT contracts. The anticipated DBE amount is voluntary and will not become a part of the contractual terms.*

(MAINEDOT INTERNAL USE ONLY)

Form received: ___/___/___ Verified by: _____
Civil Rights Office Representative

FHWA
 FTA
 FAA
 FRA
 MARAD

For a complete list of certified firms and company designation (WBE/DBE) go to
<http://www.maine.gov/mdot/civilrights/dbe/>

- METHOD OF PAYMENT**
 Adjustable Burdened Hourly Rates
 Adjustable Burdened Hourly Rates - Fixed Overhead
 Fixed Burdened Hourly Rates
 Cost Per Unit of Work
 Cost Plus Fixed Fee
 Lump Sum

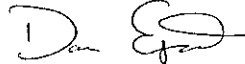
Date: 10/11/2022
 Consultant Name: Gorrill Palmer
 Project Location: Readfield, Church Rd Sidewalk
 WIN #: 25113
 CSN# (if known):

Employee Names/Classifications & Rates

Please indicate the Employee Names/Classifications and rates that will be used to fulfill the requirements of this contract.

Employee Name & Classification	Actual Rate Paid *	Allowable Direct Labor Hourly Rate	Overhead %	Profit/Fixed Fee%	Burdened Hourly Rate
			124.19%	10.0%	
Don Ettinger, Principal and QA/QC	\$65.00	\$62.00	\$77.00	\$13.90	\$152.90
Travis Landry, Project Manager	\$52.88	\$52.88	\$65.67	\$11.86	\$130.41
Robert Warren, Project Engineer	\$40.00	\$40.00	\$49.68	\$8.97	\$98.64
Jeff Fitzmaurice, Design Engineer	\$35.10	\$35.10	\$43.59	\$7.87	\$86.56
Mike Cundiff, Senior CAD Technician	\$46.50	\$46.50	\$57.75	\$10.42	\$114.67

*I certify that this rate is the actual rate paid to this employee under this firm's payroll.

By: 

 Don G Ettinger, P.E. Principal

Date: 10/11/2022

I certify that the foregoing signature is true and accurate, and if electronic, I further certify that it (a) is intended to have the same force as a manual signature, (b) is unique to myself, (c) is capable of verification, and (d) is under the sole control of myself.

Current Account Status

E 10-10-10-85 GENERAL GOVT / Admin - ADMIN / VOLUNTEERS

500.00 = Budget
0.00 = Bud Adj

74.95 = YTD Exp
0.00 = YTD Enc

425.05 = Balance

Per	Jrnl	Check	Date	Vendor-----	Description-----	RCB / Type	Debits	Credits
08	0053	71560	08/18/22	00015 American Awa	Spirit of America Award	AP	74.95	0.00
Totals-							74.95	0.00

Monthly Summary

Month	--Regular Entries--		--Budget Entries--	
	Debits	Credits	Debits	Credits
August	74.95	0.00	0.00	0.00
Totals	74.95	0.00	0.00	0.00

OTHER BUSINESS

Volunteer Opportunities

Winthrop Area Rotary Club is hosting an "Our Community Benefits" project. Please join us in our community build of Window Dresser window inserts to be held at the Winthrop Middle School beginning at 8:30am on Tuesday, November 15, 2022, ending Friday, November 18, 2022. We have created 2 shift opportunities 8:30am to 12:30pm and 1:00pm to 5:00pm for each day. Window inserts must be ordered prior to October 10th and are made specifically for each window. If you are available and willing to help our mission to ease heating bills this winter, please call my cell (203) 641-7040. (Marge Livingston)

WindowDressers is a grassroots, volunteer-run nonprofit organization that trains, supplies, and supports teams of volunteers who host Community Builds to construct Insulating Window Inserts for local residents.

Together, Window Dresser volunteers have built over 48,000 custom-made insulating window inserts since 2010, with between 25% to 35% given to low-income families at no cost. Winthrop Area Rotary Club is NOT charging anyone for these windows, but instead is requesting donations as the recipient is comfortably able. Inserts are found to improve the warmth and comfort of homes, lower fuel bills, and reduce greenhouse gas emissions.

Volunteers are typically motivated by environmental concerns, economic justice, a love of making things with their hands, and/or a desire to participate in a community effort producing concrete, meaningful results.

Volunteers Needed for the two main functions below:

Assemble Frames

DESCRIPTION

Assemble frames for wrapping. Volunteers will be trained to glue and screw frames together. Lots of different sub-tasks, always something useful for folks to do. Great chance to meet new people and serve the community.

Wrap inserts with tape, plastic foam

DESCRIPTION

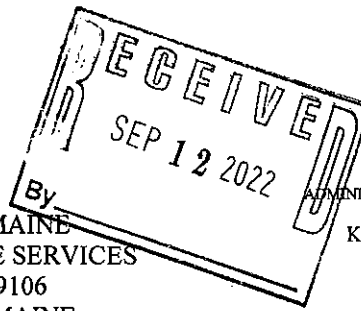
Volunteers will be trained to wrap pine frames with double-sided tape, plastic, clear tape, and weather-stripping foam. Lots of different sub-tasks, always something useful for folks to do. Great chance to meet new people and serve the community.

There are a wide range of volunteer opportunities and NO experience is required.



JANET T. MILLS
GOVERNOR

STATE OF MAINE
MAINE REVENUE SERVICES
P.O. BOX 9106
AUGUSTA, MAINE
04332-9106



ADMINISTRATIVE & FINANCIAL SERVICES

KIRSTEN LC FIGUEROA
COMMISSIONER

MAINE REVENUE SERVICES

JEROME D. GERARD
EXECUTIVE DIRECTOR

August 2022

Municipal Assessors and Chairman of the Board of Selectpersons:

RE: Preliminary 2023 State Valuation

Dear Municipal Official(s):

Enclosed you will find a copy of the preliminary 2023 State Valuation report for your municipality as prepared by a field representative of the Property Tax Division. This valuation represents the full equalized value of all taxable property in the municipality as of **April 1, 2021**. Please note that these figures are preliminary and are being forwarded to you at this time in order to provide for your review and allow time for any contribution of additional comments and/or pertinent data.

The State Valuation is compiled by determining, through field work and meetings with local officials, the approximate ratio of full value on which local assessments are made, and by then adjusting the local assessed values in accordance with the Rules of Procedure Used to Develop State Valuation (08-125 Chapter 201). State Valuation is a mass appraisal estimate of the 100% market value of all taxable property of a municipality and is established annually by the State Tax Assessor. The enclosed report is comprised of five (5) parts: the Sales Ratio Analysis; BETE audit; State Valuation Analysis (PTF303.4); Report of Assessment Review, a three (3) year comparison (PTF303); and Report of Assessment Review, informational review (PTF303.2).

If after reviewing this report you find any errors or inconsistencies, need clarification or simply wish to discuss the report, please call the Property Tax Division at 624-5600 or fax your concerns to us at 287-6396. Alternatively, you may contact your area field representative from Maine Revenue Service, Property Tax Division directly for the purpose of discussing any additional information pertinent to the preliminary State Valuation.

The Proposed 2023 State Valuation Notice will be sent by certified mail on or before September 30, 2022.

Property Tax Division
REPORT OF ASSESSMENT REVIEW



Municipality	Readfield		County		Kennebec
	2021	2022	2023		
1. State Valuation	301,400,000	325,050,000	360,400,000		
2. Amount of Change	18,900,000	23,650,000	35,350,000		
3. Percent of Change	6.69%	7.85%	10.88%		
4. Eff. Full Value Rate (line 6d/1)	0.01627	0.01495	0.01338		
5. Local mil Rate 19-20-21	0.01955	0.01757	0.01579		
6a. Commitment 2019-20-21	4,707,538	4,616,130	4,606,262		
6b. Homestead Reimbursement	183,977	236,072	208,137		
6c. BETE Reimbursement	12,625	7,748	7,046		
6d. Total (6a, 6b & 6c)	4,904,139	4,859,951	4,821,444		
6e. % change from prior year (6d.)	1.87%	-0.90%	-0.79%		
	2020	2021			
A. Municipal Valuation	262,727,969	291,720,195			
Net Supplements / Abatements	(82,080)	(1,082,740)	Amount of Change		Percent of Change
Homestead (Exempt Valuation)	13,436,080	13,181,560			
BETE (Exempt Valuation)	441,001	446,201			
Adjusted Municipal Valuation	276,522,970	304,265,216	27,742,246		10.03%
B. Sales Information					
Sales Period Used	07/19 - 06/20	07/20 - 06/21			
			Combined Sales Ratio		84%
State Valuation	2022	2023			
# of Sales	45	45			
# of Appraisals					
Residential Study				Percent of Change	
Weighted Average	86%	81%			
Average Ratio	85%	84%		-1.18%	
Assessment Rating	13	17			
Waterfront Study					
Weighted Average					
Average Ratio					
Assessment Rating					
Condominium Study					
Weighted Average					
Average Ratio					
Assessment Rating					
Certified Ratio	100%	100%			

STATE VALUATION ANALYSIS

Municipality	Readfield				County	Kennebec
Municipal Valuation - 2021	100%	Declared Certified Ratio			2023 State Valuation	
LAND			Ratio		Source	
Electrical Utilities (Trans & Dist)		3,866,000	110%		Declaration Value	3,508,199
Classified Tree Growth	3,367	ac	1,129,950	100%	State Rates	1,130,077
Classified Farm Land	622	ac	146,820	92%	Adj. Cert Ratio	159,587
Classified Farm Woodland	963	ac	338,120	100%	State Rates	338,124
Classified Open Space	451	ac	70,616	92%	Adj. Cert Ratio	76,757
Classified Working Waterfront		ac				
Commercial Lots			2,374,354	92%	Adj. Cert Ratio	2,580,820
Industrial Lots			168,000	92%	Adj. Cert Ratio	182,609
Residential Lots			34,804,847	84%	Combined Study	41,434,342
Waterfront & Water Influenced Lots			39,273,267	84%	Combined Study	46,753,889
Condominium Lots						
Working Forest Roads		ac				
Waste Acres	611	ac	79,480	130/ Mun Avg	155/ac SR	94,770
# Undeveloped Acres	10,900	ac	10,453,500	959/ Mun Avg	1235/ac SR	13,461,970
			92,704,954		TOTAL LAND	109,721,144
BUILDINGS						
		# accts				
Commercial	45		6,778,380	92%	Adj. Cert Ratio	7,367,804
Industrial	2		1,630,200	92%	Adj. Cert Ratio	1,771,957
Residential			152,325,800	84%	Combined Study	181,340,238
Waterfront & Water Influenced	315		37,018,700	84%	Combined Study	44,069,881
Condominiums						
			197,753,080		TOTAL BUILDINGS	234,549,880
PERSONAL PROPERTY						
		# accts				
Commercial			1,262,161	100%	Personal Property Ratio	1,262,161
Industrial						
Other						
			1,262,161		TOTAL PERSONAL	1,262,161
TOTALS			291,720,195			345,533,185
Adjustments (Net Abates/Supp)			(1,082,590)	84%	Combined Study	(1,288,798)
Adjustments (Comm., Ind. & Pers.)			(150)	92%	Adj. Cert Ratio	(163)
Homestead (Exempt Valuation)			13,181,560	84%	Combined Study	15,692,333
BETE (Exempt Valuation)			446,201	100%	Personal Property Ratio	446,201
ADJUSTED TOTAL			304,265,216			360,382,758
TIF ADJUSTMENTS						
NET w/ ADJUSTMENTS & TIF						360,382,758
STATE VALUATION						360,400,000

TIF Development Program Fund

STATE OF MAINE Sales Ratio Analysis - 2023 State Valuation

Municipality: **Readfield**

County: **Kennebec**

Kennebec

1 Year - **COMBINED STUDY**

Weighted Avg. =	81%	=	9,823,700	/	12,100,150
Average Ratio =	84%	=	26.02	/	31
Avg. Deviation =	14	=	637	/	45
Quality Rating =	17	=	14	/	84%

Average Selling Price = **\$268,892** 2021

Item No.	Class	Date of Sale Month Year	Book	Page	Map	Lot	Name	Selling Price	Assessed Value	Ratio	Dev.
1	R	12 2020	13844	184	129	44		78,000	37,900	0.49	35
2	W	12 2020	13812	1	128	28		685,000	344,200	0.50	34
3	R	6 2021	14032	267	139	1		175,000	94,800	0.54	30
4	W	9 2020	13720	173	140	64		340,000	208,700	0.61	23
5	R	6 2021	14073	216	108	15		285,500	180,100	0.63	21
6	W	1 2021	13880	273	106	91		445,000	291,100	0.65	19
7	R	6 2021	14057	64	103	2		385,000	249,400	0.65	19
8	R	9 2020	13731	24	111	28-46		155,000	105,000	0.68	16
9	W	6 2021	14049	214	134	98		849,000	574,100	0.68	16
10	R	12 2020	13830	336	113	45		360,000	247,000	0.69	15
11	R	1 2021	13853	29	107	8		339,000	238,600	0.70	14
12	R	5 2021	14000	184	113	6		185,000	130,300	0.70	14
13	R	5 2021	14006	345	112	7		185,000	135,300	0.73	11
14	R	10 2020	13740	172	119	21		408,000	303,600	0.74	10
15	R	6 2021	14059	199	107	52-5		255,000	189,700	0.74	10
16	R	4 2021	13977	146	113	19		168,000	128,200	0.76	8
17	R	7 2020	13663	78	119	53		229,900	182,000	0.79	5
18	U	8 2020	13684	218	121	11		142,900	112,300	0.79	5
19	R	12 2020	13814	284	128	65		175,000	139,100	0.79	5
20	U	8 2020	13661	25	103	11		310,000	253,200	0.82	2
21	R	8 2020	13687	67	113	5		196,000	161,600	0.82	2
22	R	11 2020	13797	225	102	6		375,000	310,900	0.83	1
23	R	1 2021	13882	52	120	118		184,000	157,300	0.85	1
24	R	10 2020	13741	100	141	25A		435,000	374,400	0.86	2
25	R	10 2020	13763	186	126	19		196,850	171,900	0.87	3
26	R	12 2020	13827	294	114	8		185,000	162,600	0.88	4
27	R	7 2020	13640	131	106	29		222,000	198,500	0.89	5
28	R	9 2020	13718	104	135	28		252,500	226,600	0.90	6
29	R	1 2021	13876	289	130	30		415,000	375,200	0.90	6
30	R	7 2020	13639	1	121	56		225,000	205,100	0.91	7
31	R	7 2020	13638	125	102	8		185,000	169,600	0.92	8
32	R	7 2020	13642	343	127	15		250,000	228,900	0.92	8
33	R	7 2020	13654	98	127	48		255,000	236,300	0.93	9
34	R	7 2020	13655	250	121	37		45,000	42,800	0.95	11
35	R	4 2021	13993	92	126	12		325,000	308,700	0.95	11
36	R	7 2020	13626	211	121	6		222,000	224,000	1.01	17
37	U	7 2020	13631	59	141	18		194,000	196,100	1.01	17
38	R	8 2020	13692	118	119	32		270,000	273,800	1.01	17
39	R	9 2020	13718	214	113	17		250,000	253,700	1.01	17
40	U	10 2020	13754	198	120	53		190,000	191,300	1.01	17
41	R	7 2020	13632	94	121	8		155,000	160,800	1.04	20
42	W	8 2020	13688	308	140	37-1		227,000	238,400	1.05	21
43	R	3 2021	13950	322	116	6		384,000	419,200	1.09	25
44	R	7 2020	13632	301	104	5		207,500	259,700	1.25	41
45	W	1 2021	13878	202	127	46		99,000	131,700	1.33	49

Business Equipment Tax Exemption Audit

Municipality: Readfield

Date: 7/28/2022

County: Kennebec

Municipal Official(s): David Ledew, Assessors' Agent

Municipal Valuation - 2021

2023 State Valuation

		<u>Yes</u>	<u>No</u>	<u>Comment(s)</u>
1. Are application(s) available for inspection?	13 of 13	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2. Are application(s) signed for/approved by the assessor?		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3. Do the equipment date(s) of purchase and/or date(s) put in service meet BETE parameters?		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4. Is the item description sufficient to reasonably determine eligibility under program guidelines?		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5. Does the property qualify for BETE?		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6. Are municipal depreciation schedules evident and uniformly employed?		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7. Is all BETE value incorporated in the tax commitment book, MVR and Tax Rate Calculation Form (including enhanced reimbursement forms when applicable)?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	FULLY EXEMPTED PP NOT IN PRINTED COPY
8. Is all qualified property adjusted by the municipal assessment ratio?		<input checked="" type="checkbox"/>	<input type="checkbox"/>	100%

Additional Comments: Area for improvement would be to include fully exempt property in commitment book.

Signature: Linda Lucas
Field Rep.

Property Tax Division

REPORT OF ASSESSMENT REVIEW

Municipality Readfield County Kennebec

I. Valuation System

A. Land: Tax Maps by Hillier & Associates Date: 2008
 Undeveloped Acreage 500-1,500/ac Undeveloped Lots 16K-35K/1Ac
 Road Frontage By Acre Water Frontage 40K-125K/1Ac
 House Lots Varied by Location Other Commercial 50K-80K

B. Buildings : Revaluation By: CLT-2005 Computerized Records Trio
10% up adjustment 2020 & 2021

C: Personal Property: Assessed? Y/N Method Used: RCNLD
 Is Cert Ratio Applied? Y/N

III. Assessment Records / Condition Website w/VAL data Y/N Web Address readfield.govoffice.com

Valuation Book Three Ring Binder Tree Growth Forms On File
 Property Record Cards Trio Cards Farm Land Forms On File
 Veteran Exemption Forms On File Open Space Forms On File
 Homestead Exemption Forms On File Working Waterfront Forms N/A

III. Supplements and Abatements

Supplements: Number Made _____ Value Supplemented _____
 Abatements: Number granted 12 Value Abated (1,082,740)
 (excluding current use penalties)

IV. Statistical Information

Number of Parcels 1,752 Land Area 20,077
 Taxable Acres 17,867 Bog/Swamp 83
 Population (2020) 2,597

V. Assessment Standards

Standards Ratio 93.94% = (2021 Municipal Valuation /2022 State Valuation)
 Assessment Quality: Combined 17

Comments or Plans for Compliance: **Decrease in sales ratio is consistent with continued strong local market conditions.**

VI. Audit Information

Municipal Official providing data: David Ledew, Assessors' Agent
 Date(s) of Field Audit: 7/28/2022

VII. Office Review

Recommended by: Linda Lucas
 Field Rep
 Checked by: KD 9/2/2022
 Approved by: Tony Pinette 8/21/2022