Readfield Board of Assessors Meeting September 18, 2023, Readfield Town Office

Meeting starts: 5:30 PM and ends at 6:30 PM (unless extended)

Property Tax Abatements and Supplements

Discussion of Assessing Agreements (Assessing Agent Service Agreement and Revaluation Agreement)
Other Business

Adjournment

Readfield Select Board Meeting September 18, 2023, Readfield Town Office

Meeting starts: 6.30 PM and ends at 9:00 PM (unless extended)

Meeting duration and agenda item times are estimates and may be reduced or extended

Pledge of Allegiance

Regular Meeting Items (6:30) - 5 min.

24-028 - Minutes: Select Board meeting minutes of July 24August 21, 2023

24-029 - Warrants: #11-14

Communications - 40 min.

Select Board Communications - Members of the Board may present general information - 5 min. Staff communication - 10 min.

- Town Manager's Report
- Treasurer's Report August

Boards, Committees, Commissions & Departments - 15 min.

- Board and Committee Minutes (listed separately)
- Hear an update from the Age Friendly Committee

Public Communication - Members of the public may address the Select Board - 10 min.

Appointments, Re-appointments, and Resignations - 5 min.

24-030 - Consider the resignation of Nate Rudy from the Board of Appeals.

Old Business - 10 min.

24-025 - Review the Administrative Calendar for the Select Board and Town Manager - 5 min.

24-026 - Conduct a 2nd reading of Readfield Select Board Meeting Public Participation Guidelines - 5 min

Public Hearing - 10 min.

Select Board will conduct a Public Hearing to discuss a new General Assistance Ordinance and General Assistance maximums - 10 min.

New Business - 40 min.

- 24-031 Consider a revised General Assistance Ordinance and maximums 5 min.
- 24-032 Consider an update to the Town's FOAA Policy 10 min.
- 34-033 Consider Assessing Agreements with David Ledew and Dirigo Surveying 5 min.
- 24-034 Consider a contract with ecomaine for recycling services 5 min
- 24-035 Consider Special Event Liquor Licenses for Kents Hill School and YMCA 5 min.
- 24-036 Consider the award of a Ditching, Culvert, and Shoulder Work RFP 5 min.
- 24-037 Review the Draft Fiscal Year 2024-2025 Budget and Warrant schedule 5 min.

Executive Session - 30 min.

The Select Board will hold an Executive Session meeting to discuss a personnel matter pursuant to 1 MRSA, Section 405, subsection 6(A).

Other Business, Upcoming Meetings, and Future Agenda Items - 10 min. Adjournment

This Select Board 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

Select Board Members Present: Kathryn Woodsum, Sean Keegan, Steve DeAngelis, Carol Doorenbos, Dave Linton

Excused Absent:

Others Attending: Eric Dyer (Town Manager), Anjelica Pittman (Boards Secretary), Patricia Clark, Samantha Horn, Les Priest, Lydia Leimbach, Cristobal Alvarado, Al Prysunka, Chris Olson, Jerry Bley, Cameron Ferrante, Pam Osborn, Bill Starrett, Liz Glover, Grace Keene, Penny Eno, John Harker, Jay Charette, Dennis Price, Tom, Mike, Greg

Pledge of Allegiance

Regular Meeting Items - 5 min.

- 24-015 Minutes: Select Board meeting minutes of July 24, 2023
 - o Motion to approve as amended made by Sean, seconded by Carol, vote 5-0 in favor
- 24-016 Warrants: #6-10
 - o Motion to approve warrant #6 & 7 made by Carol, seconded by Dave, vote 5-0 in favor
 - o Motion to approve warrant #8 made by Carol, seconded by Dave, vote 5-0 in favor
 - o Motion to approve warrant #9 & 10 made by Carol, seconded by Steve, vote 5-0 in favor

Communications - 30 min.

- Select Board Communications 15 min.
 - Members of the Board may present general information 5 min.
 - Sean thanked all the volunteers and committees for Heritage Days; it was a great turn out and success.
 - Kathryn thanked Dennis Price for organizing Heritage Days, he did a great job.
- Staff communication 10 min.
 - o Town Manager's Report Presented by Eric and attached to the meeting agenda
 - o Treasurer's Report July, presented by Eric and attached to the meeting agenda
- Boards, Committees, Commissions & Departments 5 min.
 - o Board and Committee Minutes (listed separately)
- Public Communication Members of the public may address the Select Board 10 min.
 - o None

Appointments, Re-appointments, and Resignations - 45 min.

- 24-017 Consider the appointment of the following applicants to the RSU #38 School Board 30 min.
 - o Cristobal Alvarado

- o Patricia Clark
- Samantha Horn
- o Lydia Leimbach

Each Candidate came to the podium to introduce themselves and summarize their qualifications for the available position. Select Board members asked questions to get to know each candidate. After board member discussion, Sean **motioned** to appoint Patricia Clark to the RSU #38 School Board beginning tonight until June 30, 2024. Kathryn **seconded**, **vote 5-0** in favor.

- 24-018 Consider the appointment of the following applicants to the Board of Appeals 5 min.
 - o Bruce Bourgoine
 - o Les Priest
 - o Al Prysunka

Bruce indicated his willingness to defer to other applicants shortly before the meeting, effectively leaving two applicants for the two available positions. Sean motioned to appoint Al Prysunka to the Board of Appeals beginning tonight through June 30, 2026 and Les Priest beginning tonight through June 30, 2025, seconded by Steve, vote 5-0 in favor. Eric noted that Nate Rudy had resigned from the Board in the past week and that a new opening would subsequently be created.

- 24-019 Consider the appointment of the following applicants to the Library Board 5 min.
 - o Christine Olson
 - o Rick Wilson

Motion made by Steve to appoint Christine Olson to the Library Board beginning tonight through June 30, 2025, **seconded** by Sean, **vote 5-0** in favor.

- 24-020 Consider changes to the appointment structure of the Fairgrounds Working Group 5 min.
 - o Jerry Bley & Steve Deangelis explained that a positon has come available on the Fairgrounds Working Group that was previously held by a Select Board member. They would like to open that position to the public and advertise as such. **Motion** made by Carol to open the position to the public, **seconded** by Dave, **vote 5-0** in favor.

Old Business - 5 min.

• 23-127 - Discuss the August 11-12 Heritage Days celebration - 5 min.

Dennis gave a briefing on the success of Heritage Days 2023. The weather was perfect, turn out was fantastic; nearly 20 booths were set up at the Makers Market at the beach with live music and food. The Maranacook Food Pantry collected donations, the Kickball tournament was a hit, and the fireworks show was excellent. Dennis thanked Sean for helping out all day, Greg Leimbach for cooking, Noah Rubin for getting the beach ready for events, thanks to all sponsors, the Masons, Union Meeting House and Select Board for support. Dennis is hoping to find someone next year he can transfer Heritage Days duties to for future years celebrations.

New Business - 45 min.

- 24-021 Consider a Special Event Liquor License for Camp KV 5 min.
 - o **Motion** made by Carol to approve the liquor license for August 27, 2023 with an edit of the address of the event on the application paperwork, **seconded** by Dave, **vote 5-0** in favor.
- 24-022 Consider a Memorandum of Understanding (MUO) with the Weathervane Restaurant and Lounge 5 min.
 - o **Motion** made by Dave to approve the MUO with the Weathervane Restaurant and Lounge and authorize the Town Manager to sign, **seconded** by Steve, **vote 5-0** in favor.
- 24-023 Consider the management of surplus proceeds from the sale of tax acquired property 10 min.
 - o Consider the return of surplus proceeds from the sale of Map 118 Lot 016
 - Consider a process for the revision and conversion of the existing policy on the Disposition of Tax Acquired Property to an ordinance
 - Motion made by Steve to ask Eric to pursue making the policy on tax acquired property an ordinance, seconded by Dave, vote 5-0 in favor.
- 24-024 Consider any appropriate action pursuant to Executive Session discussions 5 min.
 - Sean motioned to authorize the CEO to engage in enforcement action and involve the Town
 Counsel in drafting the letter. Seconded by Steve, vote 5-0 in favor.
- 24-025 Review the Administrative Calendar for the Select Board and Town Manager 5 min.
 - The Board advised the Town Manager to populate an updated version and then the Select Board will review it.
- 24-026 Conduct a 1st reading of Readfield Select Board Meeting Public Participation Guidelines 5 min.
 - o Completed the first reading, second reading will be done at the next scheduled meeting and the board can vote at that time if they choose to.
 - Carol motioned to extend the meeting by 5 minutes, seconded by Sean, vote 5-0 in favor.
 Continued discussion.

Motion to extend the meeting another 3 minutes made by Kathryn, seconded by Sean, 3-2 vote
in favor.

Other Business, Upcoming Meetings, and Future Agenda Items - 10 min.

Upcoming meeting schedule:

- o September 11 (SB Retreat) & 18, 2023
- o October 16 & 30, 2023
- o November 13 & 27, 2023
- o December 11, 2023

Motion to adjourn made by Sean at 8:49PM, seconded by Steve, vote 5-0 in favor.

Adjournment

Minutes submitted by Anjelica Pittman, Board Secretary

Aug 28, 2023 Warrant Summary

Warrant #:	Journal #:	An	nount	Warrant Type:	SB Reviewer:	Signatures Required:	Approval
11	83	\$	23,316.79	Warrant	S. Keegan	Three	8/28/2023
Α	83	\$	5,360.49	State Fees	K.Woodsum	One	8/17/2023
В	83	\$	2,922.88	State Fees	S. Keegan	One	8/28/2023
12	106	\$	26,745.91	Payroll	S. Keegan	One	8/28/2023

SUM \$ 50,062.70

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

Treasurer's Warrant

Warrant # 11 & 12

\$50,062.70

Dates: 8/31/2023

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 \$26,745.91	Check #'s 72929-72942 172929-172947
VARIOUS VENDORS	Accounts Payable	\$23,316.79	72904 72906-72928
	Total	\$50,062.70	

Date Signed:	
	Steven DeAngelis
	Carol Doorenbos
	Sean Keegan
	David Linton
	Kathryn Woodsum

A / P Check Register Bank: Androscoggin Bank

08/28/2023 Page 1

<u> </u>	Check	Amount	Date	Wrnt	Payee
Р	999	83.99	08/31/23	11	0031 Central Maine Power Co
P	72904	5,360.49	08/17/23	11	0086 SECRETARY OF STATE (MOTOR VEH)
P	72906	741.00	08/31/23	11	0083 Kennebec Cnty Registry Of Deeds
P	72907	2,922.88	08/24/23	11	0086 SECRETARY OF STATE (MOTOR VEH)
R	72908	39.12	08/31/23	11	0022 Audette's Hardware
R	72909	291.25	08/31/23	11	0072 Consolidated Communications
R	72910	4,000.00	08/31/23	11	0591 David Ledew
R	729 11	390.06	08/31 /23	11	0288 Elan Financial Services
R	72912	473.07	08/31/23	11	0810 Eric Dyer
R	72913	352.43	08/31/23	11	0823 GONETSPEED
R	72914	923.50	08/31/23	11	0385 Hygrade Business Group, Inc
R	72915	4,500.00	08/31/23	11	0221 Joseph A. Ferrannini
R	72916	145.36	08/31/23	11	0152 Lowe's
R	7 2917	100.00	08/31/23	11	0066 Maine Municipal Association
R	72918	289.00	08/31/23	11	0303 MAINE TOWN & CITY CLERKS ASS'N
R	72919	237.74	08/31/23	11	0360 North Coast Services LLC
R	72920	6.50	08/31/23	11	0858 PETTY CASH
R	72921	77.3 7	08/31/23	11	0725 Pitney Bowes Global Financial Services
R	72922	1,397.11	08/31/23	11	0261 Quirk Auto Group
R	72923	562.50	08/31/23	11	0605 RHR Smith & Company
R	72924	18.95	08/31/23	11	0647 Soule's Auto Supply
R	72925	34.08	08/31/23	11	0765 W.B. Mason Co., Inc
R	72926	56.63	08/31/23	11	0094 WHITE SIGN
R	72927	33.02	08/31/23	11	0273 WINTHROP AUTO SUPPLY
R	72928	280.74	08/31/23	11	0097 Winthrop, Town of
	Total	23,316.79			• •

Count			
Checks		25	
Voids		0	

Warrant 11

00022 Audette's Hardware 00022 Audette's Hardware	6.99	SOLID WASTE / TRANSFER STA - BUILDING O&M / SUPPLIES
00022 Audette's Hardware	18.95	REC,PARKS/AT / HERITAGE DAY - RECREATION / HD OTHER
00031 Central Maine Power Co	13.18	,
	83.99	, , , , , , , , , , , , , , , , , , , ,
00072 Consolidated Communications	50.60	SOLID WASTE / TRANSFER STA - UTILITIES / TELEPHONE
00072 Consolidated Communications	52.98	PROTECTION / FIRE DEPART - UTILITIES / TELEPHONE
00072 Consolidated Communications 00072 Consolidated Communications	58.96	GENERAL GOVT / Admin - UTILITIES / TELEPHONE
00591 David Ledew	128.71	,
·····		GENERAL GOVT / Assessing - CONTRACT SVC / ASSESSING
00288 Elan Financial Services		GENERAL GOVT / Comptr/Equip - CONTRACT SVC / Inform Tech
00288 Elan Financial Services	356.16	The state of the s
00810 Eric Dyer		GENERAL GOVT / Attorney Fee - ADMIN / ATTORNEY FEE
00810 Eric Dyer		GENERAL GOVT / Attorney Fee - ADMIN / ATTORNEY FEE
00823 GONETSPEED	21.77	,,,,
00823 GONETSPEED	330.66	GENERAL GOVT / Admin - UTILITIES / TELEPHONE
00385 Hygrade Business Group, Inc		GENERAL GOVT / Assessing - CONTRACT SVC / Contract Ser
00221 Joseph A. Ferrannini		CEMETERIES / CEMETERIES - CONTRACT SVC / CEM STONE RP
00083 Kennebec Cnty Registry Of Deeds	741.00	
00152 Lowe's	27.53	SOLID WASTE / BACKHOE - EQUIP O,R &M / Backhoe
00152 Lowe's	39.28	Maintenance / Gen Maint - BUILDING O&M / SUPPLIES
00152 Lowe's	28.75	Maintenance / Veh/Eq Maint - EQUIP O,R &M / EQUIP MAINT
00152 Lowe's	49.80	GENERAL GOVT / Admin - ADMIN / OFFICE SUP
00066 Maine Municipal Association	100.00	GENERAL GOVT / Admin - ADMIN / TRAIN & CONF
00303 MAINE TOWN & CITY CLERKS ASS'N	289.00	GENERAL GOVT / Admin - ADMIN / TRAIN & CONF
00360 North Coast Services LLC	237.74	
00858 PETTY CASH	4.75	GENERAL GOVT / Admin - ADMIN / POSTAGE
00858 PETTY CASH	1.75	Maintenance / Bldg Maint - BUILDING O&M / SUPPLIES
00725 Pitney Bowes Global Financial Services		GENERAL GOVT / Comptr/Equip - EQUIP O,R &M / OFFICE LEASE
00261 Quirk Auto Group	1,397.11	Maintenance / Veh/Eq Maint - EQUIP O,R &M / Dump Truck
00605 RHR Smith & Company	562.50	GENERAL GOVT / Admin - CONTRACT SVC / AUDIT SERV
00086 SECRETARY OF STATE (MOTOR VEH)	5,360.49	GENERAL FUND / Motor Veh Fe
00086 SECRETARY OF STATE (MOTOR VEH)	2,922.88	
00647 Soule's Auto Supply	18.95	PROTECTION / FIRE DEPART - EQUIP O,R &M / FIRE TRUCKS
00765 W.B. Mason Co., Inc	20.39	GENERAL GOVT / Admin - ADMIN / OFFICE SUP
00765 W.B. Mason Co., Inc	13.69	GENERAL GOVT / Admin - ADMIN / OFFICE SUP
00094 WHITE SIGN	56.63	Rds & Drain / Road Maint - PUBLIC WAYS / SIGNS/SUPPLY
00273 WINTHROP AUTO SUPPLY	11.25	Maintenance / Veh/Eq Maint - EQUIP O,R &M / Dump Truck
00273 WINTHROP AUTO SUPPLY	21.77	Maintenance / Veh/Eq Maint - EQUIP O,R &M / Dump Truck
00097 Winthrop, Town of	280.74	COMM SERVICE / Maran Dam - UTILITIES / ELECTRIC

Current Total--

Warrant Total--

14,208.43

23,316.79

Sept. 11, 2023 Warrant Summary

Warrant #:	Journal #:	Amount	Warrant Type:	SB Reviewer:	Signatures Required:	Approval Date:
13	114	\$ 541,168.89	Warrant	S. Keegan	Three	9/11/2023
Α	114	\$ 11,160.48	State Fees	S. Keegan	One	9/1/2023
В	114	\$ 4,688.70	State Fees	D. Linton	One	9/8/2023
14	121	\$ 25,272.10	Payroll	S. Keegan	One	9/11/2023

SUM \$ 566,440.99

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

Treasurer's Warrant

Warrant # 13 & 14

\$566,440.99

Dates: 9/14/2023

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 Amount Payroll \$25,272.10		Check #'s 72982-72942
	rayion	\$23,272.10	172982-172947
VARIOUS VENDORS	Accounts Payable	\$541,168.89	72943-72981
,	Total	\$566,440.99	

Date Signed:	
	Steven DeAngelis
	Carol Doorenbos
	Sean Keegan
	David Linton
	Kathryn Woodsum

Bank: Androscoggin Bank

Туре	Check	Amount	Date	Wrnt	Payee
Р	47	83.23	09/14/23	13	0047 Shift 4
P	295	184.99	09/14/23	13	0295 US CELLULAR
P	999	86.13	09/14/23	13	0031 Central Maine Power Co
Р	9 99	32.84	09/14/23	13	0031 Central Maine Power Co
Р	999	30.91	09/14/23	13	0031 Central Maine Power Co
Р	999	207.81	09/14/23	13	0031 Central Maine Power Co
Р	999	191.35	09/14/23	13	0031 Central Maine Power Co
Р	999	421.51	09/14/23	13	0031 Central Maine Power Co
Р	999	537.55	09/14/23	13	0031 Central Maine Power Co
P	999	37.67	09/14/23	13	0031 Central Maine Power Co
Р	72943	9,895.98	08/31/23	13	0086 SECRETARY OF STATE (MOTOR VEH)
P	72944	1,245.50	08/31/23	13	0098 TREAS., STATE OF MAINE (IFW)
Р	72945	19.00	08/31/23	13	0100 TREAS., STATE OF MAINE (DOGS)
P	72946	4,688.70	09/08/23	13	0086 SECRETARY OF STATE (MOTOR VEH)
R	72947	475.00	09/14/23	13	0643 A.A.A. PORTABLE TOILETS
R	72948	571.14	09/14/23	13	0324 American Loggers Fire Suppression
R	72949	288.00	09/14/23	13	0622 Apple Shed Bakery
R	7 2950	3,303.72	09/14/23	13	0599 Archie's Inc.
R	72951	395.06	09/14/23	13	0024 Baker & Taylor, Inc
R	72952	100.00	09/14/23	13	0776 Barbara Bourgoine
R	72953	10,190.00	09/14/23	13	0453 Cushing Construction, LLC
R	72954	327.56	09/14/23	13	0853 David Morrow
R	7295 5	2,287.28	09/14/23	13	0054 ecomaine
R	72956	341.34	09/14/23	13	0288 Elan Financial Services
R	72957	550.12	09/14/23	13	0629 Irving Oil Marketing, Inc
R	72958	100.00	09/14/23	13	0388 Jean Mary Flahive
R	72959	100.00	09/14/23	13	0491 Jemelie Bessette
R	72960	64.60	09/14/23	13	0896 Jen Worthing
R	72961	234.00	09/14/23	13	0619 Lamey-Wellehan Shoes
R	72962	12.04	09/14/23	13	0152 Lowe's
R	72963	35.00	09/14/23	13	0793 Maine Building Officials and
R	72964	70.00	09/14/23	13	0066 Maine Municipal Association
R	7 2965	297.50	09/14/23	13	0218 MAINE RESOURCE RECOVERY ASSOC
R	72966	289.00	09/14/23	13	0555 MAINE TOWN&CITY MNGMNT ASSN
R	7 2967	197.94	09/14/23	13	0159 Matthew Lajoie
R	72968	104.30	09/14/23	13	0229 Melissa A Small
R	72969	23.57	09/14/23	13	0858 PETTY CASH
R	72970	338,036.42	09/14/23	13	0069 Regional School Unit#38
R	72971	4,000.00	09/14/23	13	0605 RHR Smith & Company
R	72972	199.08	09/14/23	13	0406 SAM'S CLUB
R	72973	21.60	09/14/23	13	0561 Shredding on Site
R	72974	10.77	09/14/23	13	0021 Sonya Clark
R	72975	13.17	09/14/23	13	0696 Spectrum
R	72976	455.92	09/14/23	13	0313 Toshiba Financial Services
R	72977	6,333.84	09/14/23	13	0681 Treas, State Maine (Pub Safety)
R	72978	1,400.00	09/14/23	13	0768 Two Trees Forestry
R	72979	138,447.59	09/14/23	13	0664 US BANK CORPORATE TRUST BOSTON
R	72980	115.95	09/14/23	13	0655 VAC SHAK
• •		113.33	02) <u>1</u> 7/23	13	OOD AVO DINI

Readfield 1:13 PM

A / P Check Register Bank: Androscoggin Bank

09/11/2023 Page 2

Type	Check	Amount	Date	Wrnt	Payee
R	72981	14,114.21	09/14/23	13	0709 WASTE MANAGEMENT OF PORTLAND
	Total	541.168.89			

Checks Volds	nt
Checks	49
Volds	0

Warrant 13

Vendor	A =======	Aggraph
00643 A.A.A. PORTABLE TOILETS	300.00	Account REC,PARKS/AT / Town Propert - UTILITIES / LAVATORY
00643 A.A.A. PORTABLE TOILETS	175.00	
00324 American Loggers Fire Suppression	292.14	·
00324 American Loggers Fire Suppression	78.00	PROTECTION / FIRE DEPART - EQUIP O,R &M / FIRE TRUCKS
00324 American Loggers Fire Suppression	67.00	Maintenance / Bldg Maint - BUILDING O&M / MAINTENANCE
00324 American Loggers Fire Suppression	55.00	Maintenance / Bldg Maint - BUILDING O&M / MAINTENANCE
00324 American Loggers Fire Suppression	79.00	SOLID WASTE / TRANSFER STA - BUILDING O&M / MAINTENANCE
00622 Apple Shed Bakery	288.00	COMM SERVICE / Library - ADMIN / MISC.
00599 Archie's Inc.	3,303.72	
00024 Baker & Taylor, Inc	131.90	
00024 Baker & Taylor, Inc	23.48	COMM SERVICE / Library - COMMUNITY SV / LIBRARY COLL
00024 Baker & Taylor, Inc	134.63	COMM SERVICE / Library - COMMUNITY SV / LIBRARY COLL
00024 Baker & Taylor, Inc	27.93	COMM SERVICE / Library - COMMUNITY SV / LIBRARY COLL
00024 Baker & Taylor, Inc	77.12	
00776 Barbara Bourgoine	100.00	COMM SERVICE / Library - ADMIN / MISC.
00031 Central Maine Power Co	86.13	COMM SERVICE / Street Light - COMMUNITY SV / STREET LIGHT
00031 Central Maine Power Co	32.84	REC,PARKS/AT / BEACH - UTILITIES / ELECTRIC
00031 Central Maine Power Co	30.91	Rds & Drain / Winter Maint - UTILITIES / ELECTRIC
00031 Central Maine Power Co	207.81	SOLID WASTE / TRANSFER STA - UTILITIES / ELECTRIC
00031 Central Maine Power Co	191.35	Maintenance / Bldg Maint - UTILITIES / ELECTRIC
00031 Central Maine Power Co	421.51	Maintenance / Bldg Maint - UTILITIES / ELECTRIC
00031 Central Maine Power Co	537.55	Maintenance / Bldg Maint - UTILITIES / ELECTRIC
00031 Central Maine Power Co	37.67	PROTECTION / Tower Sites - UTILITIES / ELECTRIC
00453 Cushing Construction, LLC	8,800.00	Rds & Drain / Road Maint - PUBLIC WAYS / CONTRACT SVC
00453 Cushing Construction, LLC	1,390.00	Rds & Drain / Road Maint - PUBLIC WAYS / CONTRACT SVC
00853 David Morrow	327.56	Maintenance / Bldg Maint - BUILDING O&M / MAINTENANCE
00054 ecomaine	2,287.28	SOLID WASTE / TRANSFER STA - CONTRACT SVC / SINGLE SORT
00288 Elan Financial Services	33.90	
00288 Elan Financial Services	34.99	REC,PARKS/AT / BEACH - ADMIN / OFFICE SUP
00288 Elan Financial Services	34.99	REC,PARKS/AT / HERITAGE DAY - RECREATION / HD SUPPLIES
00288 Elan Financial Services	29.89	SOLID WASTE / TRANSFER STA - ADMIN / OFFICE SUP
00288 Elan Financial Services	1.11	•
00288 Elan Financial Services	111.99	SOLID WASTE / TRANSFER STA - ADMIN / OFFICE SUP
00288 Elan Financial Services	94.47	GENERAL GOVT / Admin - ADMIN / OFFICE SUP
00629 Irving Oil Marketing, Inc	69.26	Maintenance / Veh/Eq Maint - EQUIP O,R &M / FUEL/OIL
00629 Irving Oil Marketing, Inc	104.69	Maintenance / Veh/Eq Maint - EQUIP O,R &M / FUEL/OIL
00629 Irving Oil Marketing, Inc	99.44	Maintenance / Veh/Eq Maint - EQUIP O,R &M / FUEL/OIL
00629 Irving Oil Marketing, Inc	83.99	Maintenance / Veh/Eq Maint - EQUIP O,R &M / FUEL/OIL
00629 Irving Oil Marketing, Inc	110.03	Maintenance / Veh/Eq Maint - EQUIP O,R &M / FUEL/OIL
00629 Irving Oil Marketing, Inc	82.71	Maintenance / Veh/Eq Maint - EQUIP O,R &M / FUEL/OIL
00388 Jean Mary Flahive	100.00	COMM SERVICE / Library - ADMIN / MISC.
00491 Jemelie Bessette	100.00	COMM SERVICE / Animal Cntrl - ADMIN / MISC.
00896 Jen Worthing	64.60	REC,PARKS/AT / REC BOARD - RECREATION / Other Events
00619 Lamey-Wellehan Shoes	130.50	Maintenance / Gen Maint - PERSONNEL / CLOTHING

Warrant 13

Vendor	Amount	Account
00619 Lamey-Wellehan Shoes	103.50	SOLID WASTE / TRANSFER STA - PERSONNEL / CLOTHING
00152 Lowe's	12.04	Maintenance / Gen Maint - BUILDING O&M / SUPPLIES
00793 Maine Building Officials and	17. 50	GENERAL GOVT / Code Enforce - ADMIN / MEMBERSHIPS
00793 Maine Building Officials and	17.50	Special Rev / CEO Intrlcl - ADMIN / MEMBERSHIPS
00066 Maine Municipal Association	70.00	GENERAL GOVT / Admin - ADMIN / TRAIN & CONF
00218 MAINE RESOURCE RECOVERY ASSOC	297. 50	SOLID WASTE / TRANSFER STA - CONTRACT SVC / FREON DISP
00555 MAINE TOWN&CITY MNGMNT ASSN	289.00	GENERAL GOVT / Admin - ADMIN / TRAIN & CONF
00159 Matthew Lajoie	47.95	REC,PARKS/AT / REC BOARD - RECREATION / BASEBALL
00159 Matthew Lajoie	1 49.99	REC,PARKS/AT / REC BOARD - RECREATION / BASEBALL
00229 Melissa A Small	89.94	COMM SERVICE / Library - EQUIP REPLAC / CAPITAL EQP
00229 Melissa A Small	14.36	COMM SERVICE / Library - COMMUNITY SV / LIBRARY COLL
00858 PETTY CASH	11.87	
00858 PETTY CASH	11.70	GENERAL GOVT / Admin - ADMIN / POSTAGE
00069 Regional School Unit#38		EDUCATION / RSU#38 - ASSESSMENTS / RSU#38 PYMT
00605 RHR Smith & Company		GENERAL GOVT / Admin - CONTRACT SVC / AUDIT SERV
00406 SAM'S CLUB	131.14	
00406 SAM'S CLUB	67.94	
00086 SECRETARY OF STATE (MOTOR VEH)	9,895.98	GENERAL FUND / Motor Veh Fe
00086 SECRETARY OF STATE (MOTOR VEH)	4,68 8.70	GENERAL FUND / Motor Veh Fe
00047 Shift 4	83.23	SOLID WASTE / TRANSFER STA - ADMIN / OFFICE SUP
00561 Shredding on Site	21.60	
00021 Sonya Clark	10.77	COMM SERVICE / Library - COMMUNITY SV / LIBRARY COLL
00696 Spectrum	13.17	COMM SERVICE / Readfield TV - UTILITIES / ELEC COMM
00313 Toshiba Financial Services	455.92	GENERAL GOVT / Comptr/Equip - EQUIP O,R &M / OFFICE LEASE
00681 Treas, State Maine (Pub Safety)	6,333.84	PROTECTION / Dispatching - CONTRACT SVC / DISPATCH
00100 TREAS., STATE OF MAINE (DOGS)	19.00	GENERAL FUND / Dog Fees Sta
00098 TREAS., STATE OF MAINE (IFW)	1,245.50	GENERAL FUND / Rec Veh Fees
00768 Two Trees Forestry	1,400.00	REC,PARKS/AT / Conservation - COMMUNITY SV / TOWN FARM/FO
00664 US BANK CORPORATE TRUST BOSTON		DEBT SERVICE / Mar Lake Dam - FINANCIAL / BOND PRIN
00664 US BANK CORPORATE TRUST BOSTON	1,330.40	DEBT SERVICE / Mar Lake Dam - FINANCIAL / BOND INT
00664 US BANK CORPORATE TRUST BOSTON	52,000.00	DEBT SERVICE / Fire Truck - FINANCIAL / BOND PRIN
00664 US BANK CORPORATE TRUST BOSTON	452.40	DEBT SERVICE / Fire Truck - FINANCIAL / BOND INT
00664 US BANK CORPORATE TRUST BOSTON	24,371.95	DEBT SERVICE / Muni Bond - FINANCIAL / BOND PRIN
00664 US BANK CORPORATE TRUST BOSTON	3,089.04	DEBT SERVICE / Muni Bond - FINANCIAL / BOND INT
00664 US BANK CORPORATE TRUST BOSTON	36,666.67	DEBT SERVICE / Muni Bld Bnd - FINANCIAL / BOND PRIN
00664 US BANK CORPORATE TRUST BOSTON	4,537.13	DEBT SERVICE / Muni Bld Bnd - FINANCIAL / BOND INT
00295 US CELLULAR	37.00	GENERAL GOVT / Admin - PERSONNEL / TM Mile/Phon
00295 US CELLULAR	37.00	GENERAL GOVT / Code Enforce - UTILITIES / CELL PHONE
00295 US CELLULAR	73.99	Maintenance / Gen Maint - UTILITIES / CELL PHONE
00295 US CELLULAR	18.50	COMM SERVICE / Animal Cntrl - UTILITIES / CELL PHONE
00295 US CELLULAR	18.50	Special Rev / CEO Intrici - Special Rev / Misc
00655 VAC SHAK	115.95	Maintenance / Bldg Maint - BUILDING O&M / MAINTENANCE
00709 WASTE MANAGEMENT OF PORTLAND	2,858.32	SOLID WASTE / TRANSFER STA - CONTRACT SVC / DEMO TIPPING

Read	lfield
1:14	PM

Warrant Recap

09/11/2023 Page 3

Warrant 13

Vendor	Amount	Account
00709 WASTE MANAGEMENT OF PORTLAND	2,962.70	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	8,243.19	SOLID WASTE / TRANSFER STA - CONTRACT SVC / TRASH TIPPNG
Prepaid Total-	17,663.17	
Current Total-	- 523,505.72	
Warrant Total-	- 541,168.89	

COMMUNICATIONS

- SELECT BOARD
- STAFF REPORTS
- BOARDS & COMMITTEES
- Public Communications

APPOINTMENTS, REAPPOINTMENTS, & RESIGNATIONS

Readfield Select Board September 18, 2023 Item # 24-030



1568 Main St Road Field ME 04355

To the Your of Readfield,

I Nothaniel Rudy resign my position on the Zoning Board of Appeals as I am moving out of town for a new work opportunity.

It has been my privilege & serve.

Thank you,

OLD BUSINESS

			Readfield Select Board September 18, 2023 Item # 24-025
Quarterly Report / Review Items CEO Report (April-June)	Comprehensive Plan Review		CEO Report (July-September)
Workshop / Public Hearing / Events Select Board Orientation	Summer Residents Meeting Heritage Days	General Assistance Ordinance Hearing Select Board Retreat	Town Employee Retreat & Recognition
Regular Meeting Items Select Board Appointments & Elections Board and Committee Appointments Annual Order on the Collection of Taxes Tax Commitment / Review (Assessors) Set Quarterly Meeting Calendar (July-September) MMA Executive Committee Voting		General Assistance Ordinance Update Set Quarterly Meeting Calendar (October-Decembe Select Bo Kents Hill Liquor License	Junkyard / Graveyard Permits Investment Review / Discussion Election Prep. / Warden Appointment
Non July	†suguA	September	October

Review Items	an Review		ber-December)	an Review
Quarterly Report / Review Items	Comprehensive Plan Review		CEO Report (October-December)	Comprehensive Plan Review
Workshop / Public Hearing / Events	Annual Chairs Meeting Veterans Day Ceremony	Emergency Operations Plan Review / Tabletop	Joint Capital Planning Workshop	
Regular Meeting Items	Road Commissioner Winter Maint. Prep. Update	Set Quarterly Meeting Calendar (January-March) I Transfer Station Commercial Hauler Permits	Town manager Annual Review / Contract DRAFT Audit Review	Fee Schedules Review Consider Pending Real Estate Foreclosures
Month	Лоvember	Decemper	VaeuneC	February

Quarterly Report / Review Items		CEO Report (January-March)	Comprehensive Plan Review				
Workshop / Public Hearing / Events Joint RSU #38 Budget Meeting	Joint DRAFT Budget & Warrant Hearing	Annual Volunteer Appreciation Brunch / Event	Joint FINAL Budget & Warrant Hearing	Town Meeting			
Regular Meeting Items Set Quarterly Meeting Calendar (April-June)		Kents Hill School Liquor License Kents Hill School Liquor License	Town Meeting Prep. / Warden and Ballot Clerk App Joint Fl	Town Manager Contract Staff Appointments			
Month	Матсһ	linqA	γeM	əunr			

Quarterly Report / Review Items		THE PARTY OF THE P												
Workshop / Public Hearing / Events														
Month Regular Meeting Items	Financial Warrants	Minutes	Town Manager's Report	Treasurer's Report	Boards and Committees	Public Comment	.		NI	АТ	S			

READFIELD SELECT BOARD MEETING PUBLIC PARTICIPATION GUIDELINES



Welcome! Select Board meetings are conducted to carry on the official business of the Town of Readfield. All meetings of the Select Board, except Executive Sessions, are open to the public. The public is cordially invited to attend all Select Board meetings, and to participate in them consistent with the provisions of this policy, and with the exception of Select Board workshops which are primarily intended for the Select Board and staff to review and discuss items prior to their appearance at a regular Select Board meeting.

Citizen involvement in Town governance enhances the sense of community that makes Readfield a great place to live, work, and visit. Select Board meetings follow an agenda, which lists the issues the Board will address. The Board wants to hear from citizens and recognizes one way for residents to participate is to speak during various sections of each Select Board Meeting. The Select Board also recognizes that efficient, productive and orderly meetings are essential to ensure full and fair consideration of agenda subjects at each meeting. To balance these two interests, the Select Board adopts this Policy to govern public participation in their meetings.

2023-2024 Select Board Members

Select Board Chair Kathryn Mills Woodsum
Select Board Vice-Chair Sean Keegan
Steve DeAngelis
Carol Doorenbos
Dave Linton

The Select Board meets at least once each month on Monday evenings at 6:30pm in the Giles Hall second floor meeting room unless otherwise noted. Select Board workshops are held when needed and announced in advance on the calendar. During the months of July, August, September and December the Board has one regularly scheduled meeting, and during all other months, two regularly scheduled meetings typically two weeks apart. During budget season, February through May, the Select Board holds additional meetings to confer with the Budget Committee, to present a listening session on the proposed warrant articles, and to hold a Public Hearing on the final warrant articles.

Meetings and workshops are broadcast live on Readfield TV on Spectrum's local cable network on channel 7. In addition, we also broadcast live on the Town of Readfield's YouTube channel. Recordings of prior meetings are posted on the town website.

For more information about the Select Board, please contact the Readfield Town Office at 685-4939 or visit the Town's website at www.Readfieldmaine.gov

Please note: Individuals requiring special services in order to access the Select Board meetings, should contact the Town Manager, with a minimum of 72 hours' notice, with their request for service.

Please obtain a copy of the evening's agenda and note the order that items may be taken up by the Select Board. In some instances, the Select Board may elect to change the order of the agenda.

The Select Board Chair presides over the meeting. When the Select Board Chair is not present, the Select Board Vice-Chair shall serve that function.

For Unfinished and New Business agenda items, the order of Select Board and public action is (usually) as follows:

- 1) Select Board Chair reads the agenda item and possible action to be taken by the Select Board.
- 2) Generally speaking, a Select Board member will move to accept or oppose the item. If the action is seconded, the Select Board will undertake some initial discussion of the item. Please note that Select Board members will have already familiarized themselves with the item by reading through the packet and asking clarifying questions to the Town Manager prior to the meeting.
- 3) The Select Board Chair will then invite public comment following the initial Select Board comments. Members of the public who wish to address the Select Board Chair and Select Board must speak at the podium located in the center of the room. Identify yourself and where you live for the record as these proceedings are recorded and will be broadcast live over the local cable system. Members of the public will only be allowed to address the Select Board, through the Select Board Chair, if they are situated in front of the microphone at the podium. Please see the section below entitled 'Rules and Procedures Governing Public Comment Periods.'

If you have prepared written testimony, a copy should be given to the Select Board secretary who will be responsible for providing it to the members of the Select Board. If you wish for the elected officials to have a copy during the meeting, please provide the Select Board secretary with 7 copies no later than noon on the Monday before the scheduled Select Board meeting. It is strongly recommended that such testimony not be read in full; however, the main points can be summarized in your spoken comments.

Speakers listed on the agenda, including Town committee members, shall distribute all written materials pertinent to the agenda item and being discussed during comment time, to the Select Board secretary no later than noon on the Monday before the scheduled Select Board meeting.

The Select Board will not accept written materials distributed at a Select Board meeting, other than petitions submitted in accordance with state law.

4) Once the public portion has ceased, the Select Board will again discuss the issue and then proceed to a vote.

There are a number of parliamentary procedures that can be exercised by the Select Board which may involve actions to amend or table certain agenda items. Though this may be confusing at times, the Select Board Chair and the Select Board Secretary will try to advise the public as to what actions are being taken so that all votes are clear as to their intent or impact.

If a member of the public wishes to address the Select Board on a matter which is not expressly stated on the agenda, the matter may be taken up prior to the start of Unfinished and New Business during the Public Communication agenda item. The Select Board Chair always reserves the right to recognize any member of the public during this portion of the agenda and to limit comments or questions on any given matter.

If an Executive Session is conducted by the Select Board, state statute prohibits public attendance. Any action taken by the Select Board on any Executive Session matter must be acted upon in a public meeting and may occur at the end of the Executive Session (which has no time element relative to the length of the discussion involved with the session).

RULES AND PROCEDURES GOVERNING PUBLIC COMMENT PERIODS

The intent of this policy is to allow a fair and adequate opportunity for the public to be heard, to express opinions and concerns related to the business of the Town, and to provide adequate time for the Select Board to obtain information and opinions on subjects before it while ensuring that the time allowed for public input does not interfere with addressing the scheduled agenda.

To carry out these purposes, the following rules and procedures govern the public comment periods at all Readfield Select Board meetings:

GENERAL PUBLIC COMMENT

A public comment period shall be conducted near the beginning of all regular Select Board meetings, at which time Readfield residents or taxpayers will have the opportunity to be heard on matters directly relating to Town business that is not included on the regular agenda. Individuals addressing the Select Board during the general public comment period will limit their comments to (3) three minutes. Up to fifteen (15) minutes will be allocated for general public comment. The full 15-minute time interval will not be reserved for potential discussion. If the general public comment exceeds 15 minutes, the public comment period will be suspended by the Select Board Chair to allow the Select Board to conduct its business and out of courtesy for those attending the meeting for a specific agenda item. The Select Board will not engage in dialogue with the public during this time but may provide factual information regarding the substance of a comment or to ask clarifying questions. Questions posed during the public comment period will be followed up on after the meeting. Individuals requesting further information should leave their contact information with the Town Manager.

A general public comment period will not be conducted at workshops, emergency meetings, or special meetings of the Select Board.

ADDRESSING SPECIFIC AGENDA ITEMS

In addition, public comments will be allowed during the meeting on those items requiring a public hearing and on other items appearing on the agenda. Comments should be directly related to the specific agenda item being addressed. Individuals addressing the Select Board regarding an agenda item shall limit their comments to three (3) minutes. All comments should be made within the allocated time for the agenda item. Public comments will not be taken during workshops unless a request is made in advance of the meeting to the Select Board Chair by an individual Select Board member.

RULES GOVERNING PUBLIC COMMENT PERIODS

- Since meetings are broadcast and recorded, persons wishing to speak must use the public podium located in the front center of the audience, and speakers must preface their comments by giving their full name and address. Comments will be accepted from persons attending the meeting live on Zoom under the same conditions as those physically present at the meeting. No comments will be accepted anonymously or through another party, including through Select Board members.
- Comments must be limited to issues or concerns directly related to Readfield municipal
 government. Public comment on matters not related to Town business will not be allowed, so as to
 make sure that all meetings are carried out in a productive and efficient time and in keeping with
 the interests of all who attend and participate in a Select Board meeting.
- 3. Questions about Town affairs and criticisms or concerns about Town policies, actions, or programs are welcome, provided they do not become personal. No personal attacks on any individual or firm, including Town employees, Town officials, or members of the public, will be tolerated during any meetings. Per state law, found in MRSA Title 1, Section 405, complaints or charges from the public about an individual employee will not be permitted. We encourage you to address such comments by directly contacting the Town Manager for their immediate follow-up and review. Complaints involving the Town Manager shall be directed to the Select Board Chair for consideration, but are not permitted to be publicly discussed pursuant to Maine Labor Laws.
- 4. Comments related to the following will be ruled out of order by the Select Board Chair:
 - a. Specific situations that are in litigation, including those in which the Town is a party (issues of a criminal or legal nature should be addressed with the Kennebec County Sheriff's Office or other criminal justice agency.) Individual employees and/or employee groups will not be permitted to discuss matters for which complaint or grievance procedures are provided;
 - b. Personal disputes between the speaker and other private residents not germane to Town business; or
 - c. Support for or opposition to any candidate for political office.
- 5. Individuals will be restricted to speaking once during the general public comment period and once per public comment period for each specific agenda item.
- 6. The public comment period is an opportunity for residents to express their views on matters

relating to Town business. Individuals addressing the Select Board shall direct their remarks exclusively to the Select Board Chair. No person other than the elected officials and the individual at the podium shall be permitted to enter into any discussion, either directly or through members of the Select Board, either in person or electronically.

- 7. As a limited designated public forum, the Select Board does not have the right to prohibit disparaging, rude and other remarks of a personal nature. But, because of the potential implications, including personal liability of the speakers, we encourage any speakers to strive to be accurate in their statements and avoid making personal, rude, or provocative remarks.
- 8. All statements should respect the dignity and seriousness of the proceeding.
- 9. Persons present at Select Board meetings shall not interrupt, nor applaud or otherwise express approval or disapproval of any statements made or actions taken at such meeting, except for those instances that are listed on the Select Board Agenda under Public Recognition where the Select Board Chair or a Select Board member is formally recognizing an individual or group for their accomplishments.

FAILURE TO FOLLOW GUIDELINES

The Select Board Chair will limit commentary that is determined not to be germane to Town business or the topic at hand, or which violates any of the guidelines listed above. The Select Board Chair will direct any individual not operating in accord with these guidelines to cease such action or risk being asked to be seated or removed. If such conduct continues, the Select Board Chair will call a recess, request the removal of such person(s) from the Chambers, adjourn the meeting, or take other such appropriate action. Repeated violations by any individual will result in the Select Board Chair revoking that individual's right to speak at future meetings. Should the Select Board Chair fail to take action, any Select Board member may move that the Select Board Chair enforce the rules and guidelines and, if denied, request that the Select Board vote on the motion.

ADDRESSING OTHER ITEMS

The public communications segments are not appropriate times to request an interpretation, hold a discussion and/or request a decision of the Select Board. A speaker requesting to present a more formal or comprehensive discussion may request in advance to be on the agenda for that evening. Such requests shall be made to the Town Manager by noon on Monday prior to the following scheduled Select Board Meeting. All reasonable requests will be considered, but it will be at the Select Board Chair's discretion whether to allow an agenda item depending on the nature of the request and the time available at a specific meeting. Direction could be given to the individual or group to an appropriate resource for further information. Any request to be on the agenda denied by the Select Board Chair, may be brought forth before the entire Select Board during Public Communications time for the entire Select Board to review. If a motion is made and passes to add the item to a future agenda, the Select Board Chair will add it to the agenda within the next two scheduled Select Board meetings.

PUBLIC HEARING / WORKSHOP

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* See Model General Assistance Ordinance Listee Separately Janet T. Mills Governor

Jeanne M. Lambrew, Ph.D. Commissioner



Maine Department of Health and Human Services
Office for Family Independence
109 Capitol St.
11 State House Station
Augusta, Maine 04333-0011
Tel.: (207) 624-4168; Toll-Free: (800) 442-6003
TTY: Dial 711 (Maine Relay); Fax: (207) 287-3455

To:

Welfare Officials and Contracted Agents

From:

Sara Denson, Program Manager, General Assistance

Date:

August 28, 2023

Subject:

New GA Maximums for October 1, 2023

Enclosed please find the following items:

- MMA's new (October 1, 2023-September 30, 2024) "General Assistance Ordinance Appendices" (A – H).
- Recovery Residence Housing Maximums (October 1, 2023-September 30, 2024)
- "GA Ordinance Adoption Form" which was developed so that municipalities may easily send DHHS proof of the adoption of any updated or changed GA Ordinance. Once the selectpersons or council adopts the new ordinance, the enclosed form should be signed and submitted to DHHS. (see "Filing of GA Ordinance and/or Appendices" below for further information).
- "GA Maximums Adoption Form" which was developed so that municipalities may easily send DHHS proof of GA maximums adoption. Once the selectpersons or council adopts the new maximums, the enclosed form should be signed and submitted to DHHS. (see "Filing of GA Ordinance and/or Appendices" below for further information).

<u>Updates</u>

Please note that updates have been made to Appendix A (overall maximums), Appendix B (food maximums), and Appendix C (housing maximums) of the General Assistance Ordinance. There is also a new Recovery Residence Housing Maximums guide. You can find information about the MMA Model Ordinance on the Maine Welfare Director's Association (MWDA) website at www.mainewelfaredirectors.org.

Appendix A – H

The enclosed Appendices A - H have been revised for your municipality's General Assistance Ordinance. These new Appendices, <u>once adopted</u>, should replace the existing Appendices A - G. Even if you are not updating your GA Ordinance, <u>the municipal officers must approve/adopt</u> the new Appendices yearly.

The Adoption Process

The municipal officers (i.e., selectpersons/council) adopt the local General Assistance Ordinance and yearly Appendices, even in town meeting communities. The law requires that the municipal officers conduct a <u>notice and hearing</u> prior to the adoption of the Ordinance and/or Appendices. Seven days posted notice is recommended, unless local law (or practice) provides otherwise.

At the hearing, the municipal officers should:

- 1) Allow all interested members of the public an opportunity to comment on the proposed ordinance;
- 2) End public discussion, close the hearing; and
- 3) Move and vote to adopt the ordinance and/or appendices either in its posted form or as amended in light of public discussion.

Municipalities May Establish Their Own Maximums

Municipalities may establish their own maximum levels of assistance provided that the proposed levels of assistance are reasonable and meet adequate standards sufficient to maintain the health and safety of applicants in the municipality. The municipality must submit to the Department documentation to justify these levels of assistance and verify that the figures developed are appropriate to maintain health and decency.

A municipality's maximum assistance level for Food may not be below the Department provided figures which are issued by the USDA and published annually following a study of cost of food for various family sizes. A market basket survey may be used to establish food maximums if the maximums provided by the USDA are insufficient to maintain health in the municipality. (C.M.R. 10-144, Chapter 323, Section V).

Filing of GA Ordinance and/or Appendices

Please remember that General Assistance law requires each municipality to send DHHS a copy of its ordinance once adopted, should that ordinance differ from the MMA Model. Any changes or amendments, such as new Appendices, must also be submitted to DHHS. DHHS will accept the enclosed "adoption sheet" as proof that your Municipal Officers have adopted the current MMA Model GA maximums and/or ordinance. If you are not making changes to your adopted ordinance, you are only required to submit verification that the new Appendices have been adopted.

Appendix A Effective: 10/01/23-09/30/24

2023-2024 GA Overall Maximums

Metropolitan Areas

Persons in Household

COUNTY COUNTY COUNTY	(4) (4) (4)	·····2···	2007 3 17 18 1	4	14 (1 5 + 1 + 1 + 1 + 1
			anas dinent	14 10 25 70 32	ede de de en la companya
Bangor HMFA: Bangor, Brewer, Eddington, Glenburn, Hampden, Hermon, Holden, Kenduskeag, Milford, Old Town, Orono, Orrington, Penobscot Indian Island Reservation, Veazie	886	1,029	1,316	1,638	2,241
Cumberland County HMFA: Baldwin, Bridgton, Brunswick, Harpswell, Harrison, Naples, New Gloucester, Pownal, Sebago	1,103	1,235	1,626	2,049	2,215
Lewiston/Auburn MSA:					
Auburn, Durham, Greene, Leeds, Lewiston, Lisbon, Livermore, Livermore Falls, Mechanic Falls, Minot, Poland, Sabattus, Turner, Wales	853	925	1,186	1,543	1,870
Panahscot County HMEA					
Penobscot County HMFA: Alton, Argyle UT, Bradford, Bradley, Burlington, Carmel, Carroll plantation, Charleston, Chester, Clifton, Corinna, Corinth, Dexter, Dixmont, Drew plantation, East Central Penobscot UT, East Millinocket, Edinburg, Enfield, Etna, Exeter, Garland, Greenbush, Howland, Hudson, Kingman UT, Lagrange, Lakeville, Lee, Levant, Lincoln, Lowell town, Mattawamkeag, Maxfield, Medway, Millinocket, Mount Chase, Newburgh Newport, North Penobscot UT, Passadumkeag, Patten, Plymouth, Prentiss UT, Seboeis plantation, Springfield, Stacyville, Stetson, Twombly UT, Webster plantation, Whitney UT, Winn, Woodville	846	853	1,126	1,408	1,537
Portland HMFA: Cape Elizabeth, Casco, Chebeague Island, Cumberland, Falmouth, Freeport, Frye Island, Gorham, Gray, Long Island, North Yarmouth, Portland, Raymond, Scarborough, South Portland, Standish, Westbrook, Windham, Yarmouth; Buxton, Hollis, Limington, Old Orchard Beach	1,367	1,593	2,045	2,611	3,201
Sagadahoc HMFA: Arrowsic, Bath, Bowdoin, Bowdoinham, Georgetown, Perkins UT, Phippsburg, Richmond, Topsham, West Bath, Woolwich	938	1,118	1,360	1,857	2,219

Appendix A Effective: 10/01/23-09/30/24

THE RESERVOINTY STATES		2		31.4 £ 2	
York County HMFA: Acton, Alfred, Arundel, Biddeford, Cornish, Dayton, Kennebunk, Kennebunkport, Lebanon, Limerick, Lyman, Newfield, North Berwick, Ogunquit, Parsonsfield, Saco, Sanford, Shapleigh, Waterboro, Wells	1,154	1,217	1,509	1,961	2,207
York/Kittery/S.Berwick HMFA: Berwick, Eliot, Kittery, South Berwick, York	1,327	1,393	1,834	2,489	3,175

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

Non-Metropolitan Areas

Persons in Household

EOUNTY - COUNTY	2.4	2.2	1	4	
Aroostook County	742	812	951	1,281	1,464
Franklin County	781	834	1,033	1,383	1,695
Hancock County	965	996	1,198	1,521_	1,655
Kennebec County	879	899	1,120	1,470	1,587
Knox County	905	913	1,120	1,490	1,592
Lincoln County	1,004	1,013	1,282	1,582	2,069
Oxford County	873	878	1,072	1,514	1,761
Piscataquis County	752	810	1,000	1,326	1,598
Somerset County	810	851	1,098	1,430	1,532
Waldo County	1,041	1,047	1,256	1,558	2,132
Washington County	811	816	1,060	1,328	1,453

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

Appendix B Effective: 10/01/23 to 09/30/24

2023-2024 Food Maximums

Please Note: The maximum amounts allowed for food are established in accordance with the U.S.D.A. Thrifty Food Plan. As of October 1, 2023, those amounts are:

Number in Household	Weekly	Maximum	Month	ly Maximum
1	\$	67.67	\$	291.00
2		124.42		535.00
3		178.14		766.00
4		226.28		973.00
5		268.60		1,155.00
6		322.33		1,386.00
7		356.28		1,532.00
8		407.21		1,751.00

Note: For each additional person add \$219 per month.

Effective: 10/01/23-09/30/24

2023-2024 GA Housing Maximums (Heated & Unheated Rents)

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

Non-Metropolitan FMR Areas

Aroostook County	Unho	ated	H	ated
Bedrooms	Weekly	Monthly	Weekly	Monthly
	134		169	
	139	598	. 185	794
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	218	#Jac. #240##2	292	250 250
	se sa 240 se e se	######################################		1254
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	296	# 14.11.21 7 5.11.E.W	387	\$\$\$\$\$\$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
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Bedrooms	ri AWeekly Per	Monthly	Weekly	Youthly
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Active to	288		362	

Appendix C Effective: 10/01/23-09/30/24

Non-Metropolitan FMR Areas

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Non-Metropolitan FMR Areas

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Metropolitan FMR Areas

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Appendix C Effective: 10/01/23-09/30/24

Metropolitan FMR Areas

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2023-2024 GA MAXIMUMS SUMMARY SHEET

Note: The overall maximums found in *Appendices A, B, C, D, E, and F* are effective from **October 1, 2023 to September 30, 2024.**

APPENDIX A - OVERALL MAXIMUMS

County				Persons in	Household		
	1		2	3	4	5	6
NOTE: For each ad	lditional pers	on ad	d \$75 pei	r month.			
(The applical	ole figures fr	om A	nnendix	A once ado	nted should	he inserted	here)

APPENDIX B - FOOD MAXIMUMS

Number in Household	Weekly Maximum	Monthly Maximum
1	\$ 67.67	\$ 291.00
2	124.42	535.00
3	178.14	766.00
4	226.28	973.00
5	268.60	1,155.00
6	322.33	1,386.00
7	356.28	1,532.00
8	407.21	1,751.00

APPENDIX C - HOUSING MAXIMUMS

	<u>Unh</u>	eated	<u>He</u> :	<u>ated</u>
Number of Bedrooms	Weekly	Monthly	Weekly	Monthly
0				
1 -				
2				
3				
4				
(The applicab	ole figures from App	oendix C, <i>once adop</i> r	<i>ted</i> , should be insert	ted here.)

APPENDIX D - UTILITIES

ELECTRIC

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

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

Number in Household	Weekly	<u>Monthly</u>
1	\$19.95	\$ 85.50
2	\$22.52	\$ 96.50
3	\$24.97	\$107.00
4	\$27.53	\$118.00
5	\$29.88	\$128.50
6	\$32.55	\$139.50
NOTE: For each additional person	add \$10.50 per month.	

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

Number in Household	Weekly	<u>Monthly</u>
1	\$29.63	\$127.00
2	\$34.07	\$146.00
3	\$39.67	\$170.00
4	\$46.32	\$198.50
5	\$55.65	\$238.50
6	\$58.68	\$251.50
NOTE: For each additional person	add \$14.50 per month.	

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

APPENDIX E - HEATING FUEL

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

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

APPENDIX F - PERSONAL CARE & HOUSEHOLD SUPPLIES

Number in Household	Weekly Amount	Monthly Amount
1-2	\$10.50	\$45.00
3-4	\$11.60	\$50.00
5-6	\$12.80	\$55.00
7-8	\$14.00	\$60.00
NOTE: For each additional person	on add \$1.25 per week or \$5.00	per month.

SUPPLEMENT FOR HOUSEHOLDS WITH CHILDREN UNDER 5

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

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

Effective: 10/01/23-09/30/24

2023-2024 Mileage Rate

This municipality adopts the State of Maine travel expense reimbursement rate as set by the Office of the State Comptroller. The current rate for approved employment and necessary medical travel etc. is 46 cents (46¢) per mile.

Please refer to the Office of the State Controller for changes to this rate at 626-8420 or visit http://www.state.me.us/osc/

Appendix H

Effective: 10/01/23-9/30/24

Funeral Maximums

Burial Maximums

The maximum amount of general assistance granted for the purpose of burial is **§1,475**. The municipality's obligation to provide funds for burial purposes is limited to a reasonable calculation of the funeral director's direct costs, not to exceed the maximum amounts of assistance described in this section. Allowable burial expenses are limited to:

- removal of the body from a local residence or institution
- a secured death certificate or obituary
- embalming
- a minimum casket
- a reasonable cost for necessary transportation
- other reasonable and necessary specified direct costs, as itemized by the funeral director and approved by the municipal administrator.

Additional costs may be allowed by the GA administrator, where there is an actual cost, for:

- the wholesale cost of a cement liner if the cemetery by-laws require one;
- the opening and closing of the grave site; and
- a lot in the least expensive section of the cemetery. If the municipality is able to provide a cemetery lot in a municipally owned cemetery or in a cemetery under municipal control, the cost of the cemetery lot in any other cemetery will not be paid by the municipality.

Cremation Maximums

The maximum amount of assistance granted for a cremation shall be \$1,025.

The municipality's obligation to provide funds for cremation purposes is limited to a reasonable calculation of the funeral director's direct costs, not to exceed the maximum amounts of assistance described in this section. Allowable cremation expenses are limited to:

- removal and transportation of the body from a local residence or institution
- professional fees
- crematorium fees
- a secured death certificate or obituary

Appendix H

Effective: 10/01/23-9/30/24

• other reasonable and necessary specified direct costs, as itemized by the funeral director and approved by the municipal administrator.

Additional costs may be allowed by the GA administrator where there is an actual cost, for:

- a cremation lot in the least expensive section of the cemetery
- a reasonable cost for a burial urn not to exceed \$55
- transportation costs borne by the funeral director at a reasonable rate per mile for transporting the remains to and from the cremation facility.

2023-2024 GA Housing Maximums Recovery Residences

The following Recovery Residence maximums are in effect from 10/1/2023- 9/30/2024

100 CH 10	Recovery Re	silience Rates		Recovery Re	sidence Rates
Aroostook	<u>Weekly</u>	Monthly	Oxford County	Weekly	Monthly
County	148.88	595.50		161.44	645.75
	Recovery Re	Sidence Rates		RecoveryRe	sidence Kare
Franklin County	<u>Weekly</u>	<u>Monthly</u>	Piscataquis	Weekly	Monthly
County	153.00	612.00	(Control	148.50	594.00
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Hancock Called	<u>Weekly</u>	Monthly	Somerset	Weekly	Monthly
County	183.56	734.25	eointza ##	156.38	599.25
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Kennehee	Weekly	Monthly	Waldbiehikw	Weekly	Monthly
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nox County	Weekly	Monthly	washington.	Weekly	Monthly
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[For use when adopting **updated appendices only** without amending the body of an existing GA ordinance]

MUNICIPALITY OF ______ GENERAL ASSISTANCE ORDINANCE

Pursuant to 22 M.R.S. § 4305(1), the municip	al officers of the Municipality of
, after notice and h	nearing, hereby amend the municipal General
Assistance Ordinance by repealing and replace	cing appendices A through H of the existing
ordinance with the attached appendices A three	rough H, which shall be in effect from October 1,
202 through September 30, 202 This an	mendment will be filed with the Maine Department of
Health & Human Services (DHHS) pursuant to	o 22 M.R.S. § 4305(4), and a copy of the ordinance
and amended appendices shall be available f	or public inspection at the municipal office along with
a copy of the 22 M.R.S. chapter 1161.	
Signed this day of	, 20, by the municipal officers:
(Print Name)	(Signature)

[Please send a copy of the enactment page only to DHHS, 109 Capitol Street, SHS 11, Augusta, ME 04330-0011]

Oct 1, 2023 to Sept 30, 2024

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		7	\$356.28	\$	1,532	NOTE: For	each addition	nal person ad	ld \$1.25 pc	r week or \$5.00	_
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When an applicant can verify expenditures for the following items, a special supplement will be budgeted as necessary for households with children under 5 years of age for items such as cloth or disposable diapers, laundry powder, oil, shampoo, SUPPLEMENT FOR HOUSEHOLDS WITH CHILDREN UNDER 5 and ointment up to the following amounts:

Gallons

Month

Gallons

Month

HEATING FUEL (E)

ount				
Monthly Amount	\$55.00	\$75.00	\$100.00	\$120.00
Weekly Amount	\$12.80	\$17.40	\$23.30	\$27.90
Number of Children	7	2	m	4

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October

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June - Aug September

225 225 125 125 50

February January

March April

May

fuels such as wood, coal and/or natural gas are used for	calculated by multiplying the number of gallons of fuel allowed for that month by the current price per gallon. When	maximum amount allowed for heating purposes will be
	fuels such as wood, coal and/or	calculated by multiplying the nu allowed for that month by the cu fuels such as wood, coal and/or

MILEAGE RATE (G)	46 cents (\$0.46) per mile
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FUNERAL MAXIMUMS (H)

Burial: \$1,475+; Cremation: \$1,025+

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

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

Number in Household	Weekly	<u>Monthly</u>
_	\$19.95	\$85.50
7	\$22.52	\$96.50
'n	\$24.97	\$107.00
4	\$27.53	\$118.00
'n	\$29.88	\$128.50
9	\$32.55	\$139.50
NOTE: For each additional person add \$10.50 per month.	itional person a	ıdd \$10.50

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

	Monthly	\$127.00	\$146.00	\$170.00	\$198.50	\$238.50	\$251.50	add \$14.50
	Weekly	\$29.63	\$34.07	\$39.67	\$46.32	\$55.65	\$58.68	itional person
)	<u>Number in</u> Household	-	2	m	4	S	9	NOTE: For each additional person add \$14.50

1-800-442-6003

per month.

NEW BUSINESS

MUNICIPALITY OF READFIELD GENERAL ASSISTANCE ORDINANCE

Pursuant to 22 M.R.S. § 4305(1), the municipal officers of the Municipality of Readfield, after notice and hearing, hereby enact the attached General Assistance Ordinance with appendices in its entirety. This Ordinance shall supersede and replace all previous Ordinance versions. A copy of this Ordinance will be filed with the Maine Department of Health & Human Services (DHHS) pursuant to 22 M.R.S. § 4305(4), and shall be available for public inspection at the municipal office along with a copy of 22 M.R.S. chapter 1161.

Signed this 18th day of September, 2023, by the municipal officers:

(Print Name)	(Signature)
(Print Name)	(Signature)

[Send a copy of the enactment page and ordinance to DHHS, 109 Capitol Street, SHS 11, Augusta, ME 04330-0011]

TOWN OF READFIELD, MAINE POLICY GOVERNING ACCESS TO PUBLIC RECORDS UNDER THE MAINE FREEDOM OF ACCESS ACT M.R.S. Title 1 §408-A

(Amended: 12/13/20219/18/2023)

1. SUMMARY AND PURPOSE

This policy governing access to public records is established to implement the provisions of the Maine Freedom of Access Act (FOAA), M.R.S. Title 1 Sections 400-414. The purpose of these rules is to support the policy of providing public access to the public records in the possession of the Town while, at the same time, complying with state law requirements as to confidential information and maintaining administrative efficiency. This Policy may be referred to as the "FOAA Policy".

2. **DEFINITIONS**

Terms used in this Policy Governing Access to Public Records shall have the same meaning as in the Maine Freedom of Access Act.

3. PROCEDURES FOR REQUESTING PUBLIC RECORDS

Written requests are preferred but are not mandatory by State Law and to be submitted to the Public Access Officer or his/her designee in their absence. Please submit request at the following addresses or by phone at 207-685-4939:

Public Access Officer Readfield Town Office

OR:

info@readfieldmaine.orgmanager@readfieldmaine.org

8 Old Kents Hill Rd. Readfield, Maine 04355

Written or oral requests submitted to Town Officials or Town employees will be referred to the Town's Public Access Officer or his/her designee for processing and response. The Public Access Officer will confer with the Town Manager as needed regarding any information requested. The Public Access Officer or his/her designee shall be responsible for ensuring that each record request is acknowledged and that an estimate of the response time and cost are provided.

4. FORM AND CONTENT OF REQUEST

Requests in accordance with the State FOAA Laws and the Town of Readfield Policy Governing Access to Public Records are requested to be made in writing but not mandatory. For the requestor's convenience, e-mail shall be considered a written request or they may use the "Request for Public Records" form provided by the Town Office.

The Public Access Officer may develop and amend as needed a "Public Records Request Form" and/or "Public Records Request Tracking Form" to assist both the requester and Town in documenting, managing, and fulfilling information requests.

The following information is helpful but not mandatory when submitting an FOAA request:

- A. The requestor's full name, address and phone number. If a requestor does not wish to provide this information, the requestor will be informed as to when the requested information, or an estimate, will be available.
- B. A specific description of the public records being sought, being as specific as possible. If you do not know what document you are seeking please state which specific information is being sought.

C. Clarification of whether the request is for inspection of public records, copies of public records, or both.

5. <u>ACKNOWLEDGMENT FOR TOWN RESPONSE TO REQUEST FOR PUBLIC RECORDS</u> The FOAA Public Access Officer or his/her designee shall:

- A. Acknowledge receipt of the request received within 5 working days of receipt of the request.
- B. Record the receipt date of the request when a "sufficient description" of the record is received by the FOAA Officer or his/her designee or official at the office responsible for maintaining the record.
- C. Forward a request made to a department or custodian to the official who maintains the record "without willful delay."
- D. Notify the requester that the request was forwarded to the custodian of the records requested.
- E. Insure that the request is acknowledged by the custodian to whom the request was forwarded to within 5 working days of receipt of the request or record failure of the custodian to complete that action.
- F. Review any fee waiver request.

6. ESTIMATE FOR TOWN RESPONSE TO REQUEST FOR PUBLIC RECORDS

The **FOAA**-Public Access Officer or his/her designee shall:

- A. Provide an estimate of time within which the town will comply with the request within a reasonable amount of time of receiving the request. Factors defining "reasonable time" shall include administrative work load, complexity of request or amount of staff/custodial time required to fill request.
- B. Provide estimate of fees within a reasonable amount of time of receiving the request.
- C. Seek confirmation from requester before proceeding with response for estimate greater than \$30.

7. CLARIFICATION OF REQUEST IF NEEDED

The FOAA Public Access Officer or his/her designee may:

- A. Restate the language of the request in the acknowledgment to confirm scope and content.
- B. Confer with the requester to narrow a broad request to avoid denial in accordance with State Law M.R.S.A. Title 1 §408-A.

8. PROCEDURES FOR NOTICE OF A DENIAL

A request may be denied if the requested is too broad, confidential, privileged, or they do not exist. The FOAAPublic Access Officer or his/her designee shall:

- A. Provide, if denying access to any public records, written notice to requester within 5 working days of receipt of the request. State the reason for denial.
- B. Provide written notice to the requester within 5 working days of receipt of the request explaining that some public records may require more time to review and may be denied after the review is complete if the records are found to be confidential or don't exists.
- C. Provide, depending on the circumstances, a supplemental denial or further explanation of the grounds for denial.

D. Inform the requestor whose FOAA request has been denied that they may appeal in accordance with the requirements of Maine Law.

9. SEARCH

The FOAA Public Access Officer or his/her designee shall:

- A. Identify who may have responsive records.
- B. Explain scope of the request such as period of time encompassed, types of public records requested and time frame for responding.
- C. Identify repositories where responsive records may be stored such as:
 - Paper files (in-office, home or records center if relevant)
 - Email in-box, drafts, deleted items, sent mail, archived emails
 - Documents on computer desktop
 - Documents in recycle bin
 - Documents in file server folder
 - Computer backup files/tapes/disk, if relevant
- D. Determine multiple key words to be used for searching, if the subject of an FOAA request may have been described in electronic records (emails, word documents, etc.) using various words, such as:
 - Names of individuals, business entities
 - Project names
 - Towns, cities, etc.
 - Common misspellings of names
 - Note: In some circumstances, it may be helpful to agree with requester on key words.

10. CONFIDENTIALITY REVIEW

The **FOAA Public Access** Officer or his/her designee

- A. Determine if any public records requested are confidential, privileged or otherwise protected from disclosure.
- B. Redact confidential or privileged material where reasonably possible rather than withholding entire public record.
- C. Provide a written notice of denial and state reason for denial if access is denied in whole or in part.
- D. Provide, depending on the circumstances, including the types and numbers of records requested, written notice may take the form of a letter summarizing the reasons for denial of access or of a more formal privilege log.

11. PROVIDE ACCESS

The FOAA-Public Access Officer or his/her designee shall:

- A. Inform the requester that arrangement for inspection of records will be made during normal working hours of the Readfield Town Office unless otherwise arranged.
- B. Segregate documents during the course of the inspection which the requestor wishes to have copied.

- C. Be present throughout the inspection.
- D. Perform all copying.
- E. Prohibit a requestor from bringing bags, brief cases or other containers into the inspection room.
- F. Provide a record that does exist but is not required to create a record that does not already exist
- G. Provide access to electronically stored records either as a printed document or in an electronic medium in which the record is stored at the requestor's option, except that an agency or official is not required to provide access to a computer file if they have no ability to separate or prevent disclosure of confidential information in that file. The law does not require the Town to provide access to a computer terminal. Nor does it require that an electronically stored record be provided in a different electronic medium or format. If an electronically stored record must be converted into a comprehensible or usable format in order to provide access to it, the Town may charge for the actual cost of conversion.

12. TIME AND EXPENSE

The **FOAAPublic Access** Officer or his/her designee shall:

- A. Charge for copies of public records assessed in accordance with the "fee schedule" as approved by the Select Board and State Law.
- B. Record and document staff and custodial time, actual costs and copying fees.
- C. Provide an invoice that will account for the recorded costs and any fee waiver that has been granted.
- D. Assess Fees:
 - Reasonable copying fee as set by the Select Board.
 - Actual cost of searching, retrieving & compiling (compiling includes reviewing and redacting confidential information) will be the dollar amount provided by State law per hour after the first two hours of staff/custodian time. The current rate is \$25 per hour.
 - Actual cost to convert into form susceptible of visual or aural comprehension or into usable format.
 - Actual mailing costs.
 - Copies of public records shall be provided to the requestor only upon payment of any charges which are due.
- E. Allow for inspection of public record at no charge unless the records cannot be inspected without being compiled or converted.
- F. Notify requester if fee cost is greater than \$30 (preferably in writing before proceeding).
- G. Notify requester if fee cost is greater than \$100.
 - If estimated total cost is greater than \$100, requester may be required to pay all or a portion of estimated costs before search, retrieval, compiling, conversion and copying.
 - Payment in advance may be required if requester has previously failed to pay properly assessed fee in a timely manner.
- E. Waive part or all of the fee if:

- Requester is indigent, or
- The Town determines release of public record requested to be in public interest because doing so is likely to contribute significantly to public understanding of operations or activities of government and is not primarily in commercial interest of requester.

13. CLOSE THE FOAA REQUEST

The FOAA Public Access Officer or his/her designee shall:

- A. Record and keep a record of all requests, dates acknowledged and dates filled.
- B. Copy the invoice to the Collection Clerk for record of payments.
- C. Confirm with the requestor when possible in writing or verbal that the request has been filled.

14. TRAINING

- A. As required by State Law a Public Access Officer and other specified municipal officials shall complete a course of training on the requirements relating to public records and proceedings. The official or Public Access officer shall complete the training not later than the 120th day after the date the elected official takes the oath of office to assume the person's duties as an elected official or the person who is designated as a public access officer.
- B. Upon completion of the training course the elected official or Public Access officer shall make a written or an electronic record attesting to the fact that the training has been completed. The record must identify the training completed and the date of completion. Copies of all certifications shall be filed with the Public Access Officer.
- C. It is preferred but not mandatory that all committee, board or commission members take an FOAA training.

15. TECHNOLOGY AND EFFICIENCY

In an effort to be efficient and transparent the Town of Readfield will provide and work towards making all public documents accessible to the public using technology that will allow the public to access information as quickly and as easily as possible.

16. STATE PUBLIC ACCESS OMBUDSMAN

The new law funds an Assistant State Attorney General position to serve as a Public Access Ombudsman. The Ombudsmen's duties include working to informally resolve complaints by the public and public officials concerning FOAA and, upon request, issuing advisory opinions on the interpretation of and compliance with the FOAA.

Link to FOAA information www.maine.gov/foaa www.readfieldmaine.org

	Policy Governing Access to Public Records Under the Maine I day of December, 2021 September, 2023.	Freedom of Access Act, as amended this 1813 th
	Select Board for the Town of Readfield:	
1	SS	SS
	Dennis Price Kathryn Mills Woodsum, Chair Keegan Vice Chair	Kathryn Woodsum, Sean
	SS	SS
	Carol Doorenbos	Ralph EnoDavid Linton
1	SS_ Sean KeeganSteve Dez	<u>Angelis</u>

Readfield Select Board September 18, 2023 Item # 24-033



TOWN OF READFIELD - Town Manager

8 OLD KENTS HILL ROAD, READFIELD, MAINE 04355 Office (207) 685-4939 • Cell (207) 931-7680 Email: manager@readfieldmaine.org

ASSESSORS' AGENT SERVICES AGREEMENT

THIS AGREEMENT is made this 18th day of September, 2023 by and between the Town of Readfield, a municipal corporation existing under the laws of the State of Maine and located in the County of Kennebec, State of Maine (hereinafter "TOWN") and David Ledew, C.M.A. of , 62 Whippoorwill Rd., Litchfield, Maine 04350 (hereinafter "CONTRACTOR"). The term of this agreement shall run from September 18, 2023 through June 30, 2024 and may be extended or terminated at any time by written mutual agreement of both parties.

The CONTRACTOR shall furnish all services and perform all work that can reasonably be completed during the contract period, as described in the attached Town of Readfield Assessors' Agent SCOPE OF SERVICES, as revised on September 18, 2023.

The CONTRACTOR shall indemnify and save harmless the TOWN, its officers, agents and servants against and from all damages, costs and expenses which they or any of them may suffer by, from, or out of any and all, claims for payment for materials or labor used or employed in the execution of this contract, and also for injuries or damages received or sustained to person or property, or both, in consequence of or resulting from any work performed by said CONTRACTOR, or of or from any negligence in guarding said work, or of or from any act or omission of said Contractor, and said Contractor shall also indemnify and save harmless said TOWN from all claims under the Workmen's Compensation Act arising under or out of this agreement.

The CONTRACTOR shall maintain liability insurance, in the amount of \$400,000 per occurrence, for personal injury, death and property damage claims which may arise from operations under this agreement. The CONTRACTOR shall provide evidence of insurance or compliance with the requirements of the Workers' Compensation Act. The CONTRACTOR shall provide a Certificate of Insurance naming the TOWN as an additional insured prior to the start of any work under this agreement. The CONTRACTOR shall provide aW-9 form. The CONTRACTOR shall provide a letter of rebuttable presumption confirming their status as an independent contractor.

The CONTRACTOR shall provide a minimum of four (4) days of service per month and the TOWN shall remit to the CONTRACTOR the fee of Five Hundred (\$500) for each day worked during the month, to be paid by the second warrant of the following month. The TOWN reserves the right to withhold payment should it be determined that the CONTRACTOR has not performed the services as stated in this agreement.

Eric Dyer, Readfield Town Manager:	Date:
Witness:	
David Ledew, C.M.A.:	Date:
Witness:	



TOWN OF READFIELD

8 OLD KENTS HILL ROAD • READFIELD, MAINE 04355 Tel. (207) 685-4939 • Fax (207) 685-3420 Website: www.readfieldmaine.org

Town of Readfield Assessors' Agent SCOPE OF SERVICES Revised September 18, 2023

The Assessors' Agent for the Town of Readfield shall perform the following duties in collaboration with other municipal staff as directed by the Town Manager:

Core Assessing Functions:

The Assessors' Agent shall:

- 1. Perform an annual updating of valuations (Spring work) to include new construction, alterations and additions to all residential, commercial, industrial and personal property, with sufficient identifying information, e.g. Serial number, as of April 1st of each year, by building permits, subsurface and plumbing permits or other notifications of construction activity provided by the Town. The Assessors' Agent will work as needed from March to mid-May to complete all necessary updates.
- 2. Evaluate all real estate transfer information provided to the Town, to include reading all deeds and determining which sales are straight transfers and which involve lot splits.
- 3. Use the Town's existing land and building cost schedules for calculating property values, making any recommendations for modifications of the assessing schedule in the Contractor's annual report to the Board of Assessors and State Reports and Reporting to the Town.
- 4. Provide the Board of Assessors the true and perfect assessment list no later than July 30th of each contract year.
- 5. Meet with and report to the Board of Assessors as necessary, but no less than quarterly.

Property Tax Cards and Tax Maps

The Assessors' Agent shall:

- 1. Process all straight transfers by updating the Property Record in TRIO and removing any exemptions if warranted.
- 2. Process all lot splits by creating new record cards for new lots and making all necessary valuation changes to update the records for both the new lot and the original lot.
- 3. Include pictures of buildings when updating property cards for April 1st review. Other property cards will be updated with pictures as time allows.

4. Draft, to scale, all land splits, subdivisions, and map corrections. Since the Town of Readfield is currently contracted with CAI Technologies for mapping services, the Assessors' Agent will be available for recommendations of map changes to CAI, or any other contracted mapping agent or company.

Current Taxation and Tax Exemptions:

The Assessors' Agent shall:

- 1. Evaluate all applications for enrollment in the Tree Growth, Farmland or Open Space current use taxation programs, determine eligibility or ineligibility, and inform the applicant of that decision.
- 2. Monitor land transfers for the possibility of Tree Growth, Farmland, and Open Space violations and calculate necessary removal penalties.
- 3. For all property enrolled in the Tree Growth program, notify in a timely manner both the affected landowner and Board of Assessors whenever the landowner has failed to file by the statutory deadlines the appropriate information regarding a forestry management plan or a required update to a forestry management plan.
- 4. For all property enrolled in the Farmland program, notify in a timely manner both the affected landowner and Board of Assessors whenever the landowner has failed to file by the statutory deadlines the appropriate information.
- 5. Mail letters and homestead applications to homeowners to notify them that they may qualify for a homestead exemption and to apply before April 1st.
- 6. Process all new applications for Homestead, Veteran and Blind property tax exemptions, and monitor and adjust the exempt status of all existing households receiving those exemptions according to all pertinent changes in state law.
- 7. Assist in a timely manner all taxpayers wishing to apply for the Business Equipment Tax Exemption. Comprehensive information is sent to business owners on the BETE program (Business Equipment Tax Exemption) and BETR (Business Equipment Tax Reimbursement).
- 8. Manage the tracking and collection of Personal Property Taxes.

Public Relations:

The Assessors' Agent shall:

- 1. Be available two days per month at the Readfield Town Office for scheduled meetings with taxpayers and to perform any other necessary assessing functions, in addition to other undesignated days to perform all necessary assessing functions in a timely manner.
- 2. Review and process all requests for property tax abatements other than poverty abatements and shall make recommendations to the Board of Assessors within the timeframes established by law.
- 3. Appear at any required hearing to defend and offer opinion regarding property assessment within the Town.
- 4. Maintain current assessing data for the Town's website, in collaboration with TRIO as necessary.
- 5. Print TRIO Property Cards shortly after commitment and make them available in binders for public viewing.

State Reports and Reporting to the Town:

The Assessors' Agent shall:

- 1. Process the annual sales ratio study and Municipal Valuation Return in a timely manner.
- 2. Conduct continuous auditing to ensure accuracy and consistency of assessing information, and providing education and awareness of assessing information, exemptions, and laws to the Staff, Board of Assessors, Select Board and public.
- 3. Provide an annual report to the Board of Assessors, no later than June 30th of each year, which shall include at a minimum
 - a. Any recommended modification to the Town's assessing schedule;
 - b. A list of all enrollments in any current use taxation program (Tree Growth, Farmland or Open Space) that should be reviewed for continued eligibility for any noncompliance or nonconformity with the standards of enrollment;
 - c. The Town's most current assessing ratios as reported by Maine Revenue Services in all appropriate categories (overall, waterfront, non-waterfront, etc.);
 - d. The Town's quality rating;
 - e. Any recommendations regarding implementing or suspending "quarterly" physical inspections for the Town, or implementing statistical revaluations (factoring);
 - f. A summary record of all property updates;
 - g. Any other observation or recommendations by the Assessors' Agent.

DIRIGO ASSESSING GROUP LLC AGREEMENT WITH TOWN OF READFIELD FOR REVALUATION SERVICES May 1, 2023 TO AUGUST 31, 2025

THIS AGREEMENT made and entered into this 18th day of **September 2023** by and for **DIRIGO ASSESSING GROUP LLC**, hereinafter referred to as the "Company" and the **INHABITANTS of TOWN OF READFIELD** hereinafter referred to as the "Town."

WITNESSETH:

WHEREAS, the Town is desirous of entering into a contract with the Company, for the provision of Revaluation Services within the limits of said Town.

WHEREAS, the Company is agreeable to render and provide Revaluation Services on the terms and conditions hereinafter set forth:

I. STATEMENT OF AGREEMENT:

The Company hereby agrees to provide Revaluation Services for the Town with an effective completion date of July 1, 2027. The effective completion date means that all values will be reflective of the tax situs date of April 1, 2027. The Town agrees with and shall be subject to the terms of this agreement.

II. REVALUATION SERVICES DEFINED:

The Company will provide:

Proposed Process: The Company will undertake the following methodical approach to the property revaluation of the town:

- 1. Upon engagement, and in consultation with the town, we will begin the project working with the Town to notify all taxpayers of the upcoming revaluation project and provide contact information should taxpayers have any questions. The notice will include basic information on what a revaluation is and that they should expect visitors to their property for the purpose of measuring and listing their property.
- 2. Staff will visit each property in town, take new pictures and review and list all buildings. Pictures, sketches and property information will be data entered into the TRIO assessing database.
- 3. Staff will then analyze sales data and complete sales ratio analysis to determine pricing and grading schedules for land and buildings. The goal is to bring the town to 100% of market value.

Deliverables: The Company will provide all necessary work papers and records necessary to commit taxes including:

- Grading and pricing schedules These new schedules will be included in the TRIO assessing software.
- Property Record Cards As review work is completed, a copy of the work cards together with completed card will be presented to the Town. Completed cards will include pictures, sketches, property characteristics and ownership information.

Taxpayer Meetings: Meetings will be scheduled with taxpayers who wish to discuss their values. These meetings can be held in person, by phone or through other electronic means such as Zoom, at the taxpayer's request.

Project Completion: The Company agrees to an effective completion date of July 1, 2027. All relevant field work, sales ratio analysis, taxpayer meetings and deliverables will be complete August 31, 2027.

1. **Service Management:** The operation of the Company, including but not limited to the planning, organization, scheduling, direction, and supervision of personnel, as well as matters incidental to the delivery of Revaluation Services to the Town, shall be determined by the Company. The Company shall retain exclusive authority over the activities of its personnel and operation.

Identification: All staff members will carry photo identification and cards with contact information for both the staff member and the Town.

Project Team Principal Members:

- David Ledew, CMA; Supervisor
- Kathy Malloy, CMA
- Justin Poirier, CMA
- Nichole Stenberg, CMA
- Other subordinate team members may be employed under the direction of the principals.

III. TOWN RESPONSIBILITIES

The Town will provide:

- Paper, envelopes, copying and compilation services and postage for taxpayer mailings related to the revaluation project.
- Remote access to the relevant TRIO assessing modules.
- All available building permit information
- All available zoning information
- All available ownership information
- All available land classification information related to current use classification
- All available sales data
- Land dimensions and total acreages or estimates of same on all parcels or access to deeds for same.
- Assistance during the informal reviews to resolve discrepancies due to land size, boundaries, etc.
- One set of full-size tax maps and one set of reduced size tax maps.
- Permission to use present property record cards.
- Office space for use by the chosen firm's staff working on the revaluation project.
- Office space for the conduct of the informal hearings.

IV. FEES:

Fees for Service Payment Schedule - The Town agrees to pay for services rendered according to the following schedule:

Service	Category	Payment Term	Total
Revaluation Services			
	Field work / data entry	\$70 per developed parcel	\$101,500
	Sales Analysis	Upon completion	To Be Negotiated
	Retainage (10%)	Upon commitment	To Be Determined
Total			

V. TERM:

This agreement shall take effect from the date of execution thereof.

VI. LEGAL:

- 1. The Company shall indemnify and hold harmless the Inhabitants of the Town of Readfield, its employees and board or committee members from claims, suits or liabilities resulting from negligence of the Company, its employees and agents.
- 2. The Inhabitants of the Town of Readfield shall indemnify and hold harmless the Company, its employees and agents from claims, suits or liabilities resulting from negligence of the Inhabitants of the Town of Readfield, its employees and board or committee members. This indemnification shall not extend to errors in Town of Readfield records that could with reasonable diligence and attention be discovered or corrected by the Company within the scope of its services.
- 3. The Company and Inhabitants of the Town of Readfield shall share this agreement with their respective insurers to make certain that insurance coverage is adequate. Each party agrees to execute any reasonable amendments to this agreement required by their insurers.
- 4. The Company shall maintain during the term of this agreement, at no expense to the Town of Readfield, the following insurance coverages at maximums meeting or exceeding the stated amounts:
 - a. Commercial General Liability Insurance (\$1,000,000 per occurrence/\$2,000,000 aggregate)
 - b. Automobile Liability Insurance (\$1,000,000 each accident)
 - c. Workers' Compensation Insurance (as required by Maine law)
- 5. In the event of any litigation between the parties with regard to the Agreement, each party shall be responsible for its own expenses, costs and attorney fees. All disputes shall be submitted first to mandatory, non-binding mediation with a neutral agreed upon the parties and then, by the filing of a civil action in Maine.
- 6. The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
- 7. The parties acknowledge that during performance of this Agreement they each may be exposed to or acquire confidential information. Subject to the requirements of Federal and State law, the parties agree to hold such information in strict confidence and not to copy, reproduce, sell, assign, license, market, transfer, give or otherwise disclose such information to third parties or to use such information for any purpose other than for the provision of services covered by this agreement. The parties shall advise each of their employees, agents and representatives of their obligations to keep such information confidential. The parties shall use reasonable efforts to assist each other in identifying and preventing any unauthorized use or disclosure of such information. Without limitation of the foregoing, the parties shall make reasonable efforts to advise each other immediately

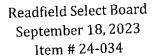
in the event that either learns or has reason to believe that any person who has had access to such information has violated or intends to violate either the terms of this Agreement, or applicable law and will reasonably cooperate in seeking injunctive relief against any such person. Nothing in this shall prohibit disclosure of public records or other information by either party when such disclosure is required by Maine's Freedom of Access law, I MRSA sec. 401 et seq.. The parties shall cooperate in responding to requests for public records related to this contract. The terms of this Section shall survive the expiration or termination of this Agreement.

VII. EXECUTION:

TOWN OF READFIELD

Signatories: The parties hereto have executed this agreement the day and year first written above by their duly authorized representatives, and this agreement is the binding and enforceable obligation of all parties.

IN WITNESS THEREOF, the Town of READFIELD by approval of the Select Board has caused this agreement to be signed by its Board Chair/Administrator attested by the Town Clerk, and the Company by its Principals, has caused this agreement to be signed by David Ledew for the Company and attested by a Notary, on the 18th day of September, 2023.





RECYCLING SERVICES AGREEMENT

AGREEMENT made this 18th day of September 2023 by and between **ECO Maine** with a principal place of business located at 64 Blueberry Road, Portland, Maine 04102 (hereinafter, "**ecomaine**"), and the Town of Readfield, located in Kennebec County, in the State of Maine (hereinafter, the "Municipality").

WHEREAS, **ecomaine** owns and operates a single sort recycling facility located at 64 Blueberry Road in Portland, Maine (the "Facility"); and

WHEREAS, **ecomaine** encourages and promotes regional recycling in accordance with the State's solid waste management and recycling plan; and

WHEREAS, recycling is to the benefit of the economy and environment of the Municipality; and

WHEREAS, the Municipality generates recyclable materials within its boundaries and provides for a method of collection of those recyclable materials; and

WHEREAS, the Municipality is seeking a cost-effective and environmentally sound manner for the processing of recyclable materials; and

WHEREAS, **ecomaine** is willing to accept and handle Municipality's recyclable materials for processing at the Facility;

NOW THEREFORE, in consideration of the mutual covenants and other good and valuable consideration set forth herein, the receipt and sufficiency of which are hereby acknowledged, **ecomaine** and the Municipality hereby agree as follows:

- 1. <u>Definitions</u>. In addition to any terms defined elsewhere in this Agreement, the following capitalized terms shall have the following meanings:
 - a. Agreement means this Agreement, as it may be amended from time to time.
 - b. <u>Business Day</u> means each Monday, Tuesday, Wednesday, Thursday, Friday and Saturday which is not a holiday as may be designated by **ecomaine**.
 - c. <u>Delivery Hours</u> means the period of hours on each Business Day set by **ecomaine** during which Acceptable Waste may be delivered to the Site. Delivery Hours may be temporarily suspended or modified by **ecomaine** due to Shutdowns or hazardous conditions or lawful orders to do so, provided, however, that in the event of any suspension in delivery hours, **ecomaine** shall be obligated to use reasonable efforts to obtain a Substitute Facility at which it may Handle Acceptable Waste as soon as reasonably possible in the circumstances.

- d. Effective Date means July 1, 2023
- e. <u>Facility</u> means the waste-to-energy plant and the recycling facility (consisting of all buildings, equipment, installations and the like) owned and operated by **ecomaine**, located at the Site.
- f. <u>Contaminant</u> means any material, including free flowing liquid, that is not included in **ecomaine**'s Program List.
- g. <u>Hauler</u> means any entity or person that performs solid waste services on behalf of the Municipality, including, without limitation, the delivery of Recyclable Materials to the Facility. "Hauler" shall also mean the Municipality when the Municipality delivers Recyclable Materials to the Facility with its own employees or agents.
- h. Hazardous Waste means waste by its composition, characteristics, or other inherent properties is dangerous to handle by ordinary means, or which may present a substantial endangerment to health or safety, or which presents a reasonable possibility of adversely affecting the operation of the Facility. "Hazardous Waste" shall also mean waste which is defined as harmful, toxic, dangerous, or hazardous at any time during the term of this Agreement pursuant to (i) the Solid Waste Disposal Act, 42 U.S.C. §§ 6901 et seq., as amended; and (ii) the Maine Hazardous Waste, Septage and Solid Waste Act, 38 M.R.S. §§ 1301 et seq., as amended; and (iii) any other federal, state, county or local codes, statutes or laws; and (iv) any regulations, orders or other actions promulgated or taken with respect to the items listed (i) through (iii) above; provided, however, that any such materials that are later determined not to be harmful, toxic, dangerous, or hazardous by any governmental agency or unit having appropriate jurisdiction shall not be considered "Hazardous Waste" unless a contrary determination has been or is made by any other governmental agency or unit having appropriate jurisdiction. "Hazardous Waste" shall include, without limitation, medical waste.
- i. <u>Processing Fee</u> means the per-ton fee paid by the Municipality for the processing of Recyclable Materials by **ecomaine** at the Facility.
- j. <u>Ton</u> means a quantity of 2,000 pounds.
- k. <u>Program List</u> means a list of Recyclable Materials accepted by **ecomaine** for processing at the Facility, as indicated on Attachment A.
- l. <u>Recyclable Materials</u> means materials that are separated from waste, either at the source of such waste or at any transfer station, recycling facility or other location, and which, in the reasonable judgment of **ecomaine**, are capable of being returned to the economic mainstream in the form of raw materials or products, <u>provided</u> that Recyclable Materials shall not include Hazardous Waste.

- m. <u>Single Sort Recycling Program</u> means the single category recycling program owned and operated by **ecomaine** at the Facility, whereby materials to be recycled are not required to be sorted into categories.
- n. <u>Municipality</u> means a municipality, as defined in 30-A M.R.S. § 2001, or any other governmental entity that is party to this Agreement.
- o. Shutdown means a full or partial cessation of operation of the Facility.
- p. <u>Site</u> means the Facility and ancillary activities located at 64 Blueberry Road, Portland, Maine.
- q. Substitute Facility means any facility not owned or operated by ecomaine, which is used or designated by ecomaine to handle any Recyclable Materials of the MUNICIPALITY during periods that the Facility is not in operation. ecomaine covenants it shall not divert MUNICIPALITY's materials to substitute facilities that are not properly licensed to handle and accept such materials
- r. Average Commodity Revenue (ACR) is based on the blended revenue earned or costs incurred by **ecomaine** from the marketing of recyclable materials received through its Single Sort Recycling Program. Excluded from revenue and its respective tonnage are materials received sorted, the value and tonnage of which is not included in the single sort revenues. Additionally, the cost of residue MSW is deducted from single sort revenues received before distribution. Total ACR revenues after deduction for sorted revenues and residue are then divided by total single sort inbound tons to arrive at an average per ton ACR.

2. Delivery of Recyclable Materials.

- a) The Municipality agrees to deliver or cause to be delivered to the Facility all Recyclable Materials on the Program List generated within the boundaries of the Municipality and under the Municipality's control, and **ecomaine** agrees to receive and process all such Recyclable Materials through the Single Sort Recycling Program, except as otherwise provided herein.
- b) **ecomaine** shall provide the Municipality with the Program List, which may be revised by **ecomaine** up to twice per year upon 60 days' prior notice to the Municipality.
- c) Except as otherwise provided herein, **ecomaine** shall be exclusively entitled to any benefits derived from Recyclable Materials delivered to the Facility by or on behalf of the Municipality.

3. Collection, Transportation and Handling of Recyclable Materials.

a) The Municipality shall be responsible for all costs associated with collection and transportation of Recyclable Materials to the Facility.

- b) Until delivery to the Facility, Recyclable Materials remain the property of the Municipality and all responsibility for safe and lawful handling rests with the Municipality.
- c) Upon acceptance of Recyclable Materials by **ecomaine** from the Municipality or its Hauler, all responsibility belongs to **ecomaine**, <u>provided</u> that any Hazardous Waste delivered by the Municipality to the Facility and inadvertently accepted by **ecomaine** shall remain the responsibility of the Municipality.
- d) Delivery of Recyclable Materials shall occur during the hours of operation at the Facility as posted by **ecomaine**.
- e) The Municipality shall use best efforts to ensure that Contaminants are not included with Recyclable Materials. Upon inspection, **ecomaine** may downgrade loads that contain Contaminants. Downgraded loads will incur a contamination fee for the entire load as follows:
 - 3-5% contaminants by volume will receive a warning.
 - 6-10% contaminants by volume will incur an additional \$15 per ton fee.
 - 11-15% contaminants by volume will incur an additional \$25 per ton fee.
 - 16-20% contaminants by volume will incur an additional \$45 per ton fee.
 - 21-25% contaminants by volume will incur an additional \$55 per ton fee.
 - 26% or higher contaminants by volume will incur a contamination fee in the amount of the current commercial waste disposal gate rate per ton fee for the entire load.
- f) For loads containing any portion of Hazardous Waste, including medical waste, to the extent detected by **ecomaine** prior to tipping, **ecomaine** will immediately reject such loads and the Municipality or its Hauler shall promptly remove such loads from the Facility for disposal at an appropriate facility. For loads containing any portion of Hazardous Waste, including medical waste, to the extent detected by **ecomaine** after tipping, **ecomaine** will segregate such loads and dispose of them at an appropriate facility designated by **ecomaine**. All costs associated with the disposal of Hazardous Waste will be at the sole expense of the Municipality. The Municipality will not receive payment under Section 5 for any load containing a level of contamination greater than 10% or for any load containing Hazardous Waste. Any contamination fees charged will be in addition to net processing costs.
- g. In the event that no market for Recyclable Materials exists at any point during the term of the Agreement, **ecomaine** may, in its sole discretion, utilize alternative disposal methods for the Recyclable Materials, including without limitation disposal at **ecomaine's** landfill or waste-to-energy facility.

4. Term of Agreement.

- a) This Agreement is effective for 3 years, commencing on July 1, 2023, unless sooner terminated under the terms hereof.
- b) To ensure continuous service, this Agreement will be automatically renewed for successive 3-year periods, unless either party serves written notice of termination upon the other party no less than ninety (90) days before the end of the initial term or ninety (90) days before the end of any subsequent 3-year term.

5. Processing Cost and Revenue Share.

- a) The Municipality shall pay **ecomaine** a Processing Fee of \$108.35 per ton of Recyclable Materials delivered by or on behalf of the Municipality to the Facility until June 30, 2024, at which time and annually thereafter, the Processing Fee shall be adjusted by the percentage increase, if any, in the Consumer Price Index for Urban Consumers Northeast Region, Class B (CPI-U, Northeast B) (all items 1982-1984=100) compared to the previous year. Notwithstanding the preceding sentence, no single, annual adjustment will exceed 7% in any one year.
- b) The Agreement shall provide a revenue/cost sharing rebate/charge, based on the year-to-date Average Commodity Revenue (ACR) a credit or charge will be issued to the Municipality, based on the ACR per ton value and the Recyclable Tons delivered by the Municipality (except for any loads containing 10% or more contamination as those will not be eligible for any credit or rebate for the recyclable material). The rebate/charge settlement will occur at an interval of every Quarter. When ACR is above \$0 per ton, the value of the rebate shall be 60% of the ACR on an inbound non-contaminated per-ton basis. When ACR is below \$0 per ton, the Municipality r will be charged 100% of the negative ACR for all tons. The revenue sharing rebate/charge shall be paid or billed Quarterly based on **ccomaine**'s cumulative fiscal year calculation and shall be paid or billed within 45 days of each quarter. The calculation is based on an annual basis and quarterly installments payments/charges offset the annual amount due or owed for the cumulative fiscal year ending June 30.
- 6. Payment. On a monthly basis during the term of the Agreement, **ecomaine** shall issue an invoice to the Municipality detailing Processing Fees due under Section 5(a), any contamination fees due under Section 3(e), and any other applicable charges due. The Municipality shall pay the invoice amount to **ecomaine** within thirty (30) days of the invoice date. In the event that a credit is due to the Municipality under Section 5(b), **ecomaine** will pay the Municipality within thirty (30) days of the last day of the fiscal year. In the event that a charge is issued to the Municipality under Section 5(b), the Municipality will pay **ecomaine** within thirty (30) days of the last day of the fiscal year.
- 7. <u>Default</u>. Failure of the Municipality to deliver or cause to be delivered to the Facility all Recyclable Materials generated within the boundaries of the Municipality and under its control shall constitute a breach of this Agreement. In event of such breach, the Municipality shall pay **ecomaine** an amount equal to the Processing Fee in effect for the period of breach times the

estimated number of tons of Recyclable Materials that were not delivered to the Facility as a result of such breach. **ecomaine** will estimate such number of tons on a monthly basis by:

- a) Calculating the number of tons of Recyclable Materials generated in the Municipality and delivered to the Facility in the calendar month prior to the commencement of the breach; and
- b) Adjusting the above number of tons for any monthly or seasonal variation in delivery that has occurred in the previous two calendar years; and
- c) Subtracting from the resulting figure the number of tons of Recyclable Materials generated in the Municipality and actually delivered to the Facility during each month in which the breach occurs.

In the event that sufficient historical data does not exist to allow calculation of the estimated number of tons of undelivered Recyclable Materials as the result of such breach, ecomaine shall estimate that number of undelivered tons in any reasonable manner available.

- 8. <u>Force Majeure</u>. Neither party shall be liable to the other for its failure to perform hereunder if its performance is rendered impossible by any act, event or condition beyond its reasonable control which, by exercise of due diligence, it shall be unable to overcome. Such acts, events or conditions shall include, but not be limited to, the following:
 - a) Acts of God, hurricane, tornado, lightning, earthquake or epidemic;
 - b) Acts of war, civil insurrection or terrorism;
 - c) Fire or flood not caused by the party unable to perform; or
 - d) Injunctions, or restraining orders, judicial or governmental laws, regulations, requirements, orders, actions, or inaction, including the revocation or suspension, or failure to issue or to obtain or renew any permit, except where the order, action or inaction is due to the acts or omissions of the party claiming the existence of a force majeure hereunder.

A party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (i) provide written notice to the other party of the nature and extent of any such Force Majeure condition; and (ii) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement as soon as reasonably practicable.

9. <u>Notices</u>. All notices herein required or permitted to be given or furnished under this Agreement by either party to the other shall be in writing, and shall be deemed sufficiently given and served upon the other party if (1) sent by email to the addresses listed below, which will be deemed to have been received at the time shown in a delivery confirmation report generated by the sender's email system which indicates that delivery of the email to the recipient's email address has been completed; or (2) hand delivered or sent by postage prepaid, addressed as follows:

If to **ecomaine**: Kevin Roche, CEO/General Manager

ecomaine

64 Blueberry Road Portland, ME 04102 roche@ecomaine.org

With a copy to: Mark Bower, Esq.

Jensen Baird

Ten Free Street, P.O. Box 4510

Portland, ME 04112

mbower@jensenbaird.com

If to MUNICIPALITY:

Eric Dyer

Town Manager

8 Old Kents Hill Road Readfield, ME 04355

manager@readfieldmaine.org

Said notice shall be deemed given when mailed or emailed with acknowledgement. Each party shall have the right, from time to time to designate a different person, and/or address, and/or email address by notice given in conformity with this Article.

- 10. <u>Compliance with Laws</u>. Each party shall comply with all federal, state and local laws, regulations, rules, ordinances and orders of any kind that are applicable to that party's performance under this Agreement.
- 11. <u>Indemnification</u>. To the extent permitted by law, **ecomaine** and the Municipality shall each indemnify, save, and hold harmless the other from and against any and all liabilities, expenses, including reasonable attorney's fees, claims, costs, losses, suits, judgments, or damages relating to injuries or deaths of persons or damage to property in any way attributable, directly or indirectly, to the acts or omissions of authorized agents, officers, contractors or employees of the other party; provided, however, that the indemnifying party shall not be liable for indemnification under this Section 11 to the extent any such liabilities, expenses, claims, costs, losses, suits, judgments, or damages result from the negligence, contributory negligence, fault or willful misconduct of the indemnified party or its authorized agents, officers, contractors or employees.

The parties acknowledge that both parties are political subdivisions of the State of Maine to which the Maine Tort Claims Act applies. Therefore, this indemnification requirement shall not apply to any claim for which either party would not be liable under the Maine Tort Claims Act, 14 M.R.S. §§ 8101 *et seq.*, if such claim were made directly against that party, and that party shall continue to enjoy all rights, claims, immunities, and benefits available to it under law.

This section shall survive termination of the Agreement.

- 12. <u>Assignment</u>. This Agreement, its rights and obligations, is not assignable or transferable by either party, in whole or in part.
- 13. <u>Severability</u>. In the event any covenant, condition or provision of this Agreement is held to be invalid or unenforceable by the final judgment of a court of competent jurisdiction, or by any other board, tribunal or entity the decision of which is binding upon the parties hereto and which has become final, such invalidity or enforceability shall in no way affect any of the other covenants, conditions or provisions hereof.
- 14. <u>Modification</u>. This Agreement represents the entire agreement of the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may only be modified or revised in writing, signed by the authorized agents of the parties.
- 15. <u>Construction of Agreement</u>. This Agreement and its performance shall be construed and governed in accordance with the laws of the State of Maine. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 17. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be an original, and together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by email (PDF) or facsimile transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

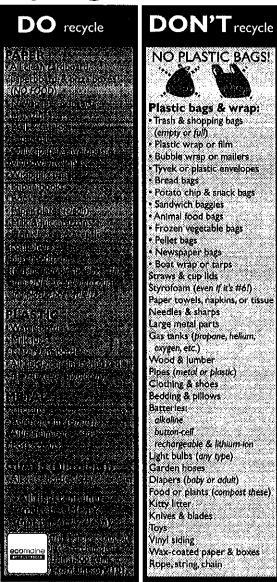
Witness:	Town of Readfield	
	By:	
	Its: Town Manager	
Witness:	ecomaine	
	By:	
	Its: CEO/General Manager	

Attachment A

ecomaine

With single stream recycling nothing needs to be sorted or kept separated. Everything is placed in the same container. Here's a look at what is (and isn't) recyclable at **ecomaine**:

ecomaine



ecomaine

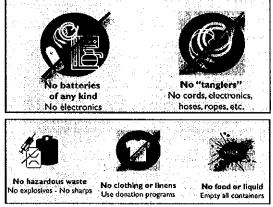




Plastic containers - except Styrofoam - are recyclable if they meet ALL three of these rules:

- 1. It must have a #1-7 recycling symbol
- 2. It must be rigid, or hard plastic
- 3. It must be a container

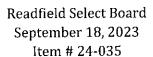




Questions? Look up more than 1,500 items on ecomaine's FREE Recyclopedia app! www.ecomaine.org/101

ecomoine

When in doubt, throw it out! If it's not on the DO side, it should be considered on the DON'T side!





STATE OF MAINE

DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS DIVISION OF LIQUOR LICENSING AND ENFORCEMENT

TELEPHONE: (207) 624-7220
FAX: (207) 287-3434
EMAIL INQUIRIES: maineliquor@maine.gov

Application for a License for an Incorporated Civic Organization Important Information

A. General

i. The municipality in which the event will take place must have voted to approve onpremises consumption under <u>Title 28-A</u>, <u>Chapter 5</u>.

ii. The law requires the application to be submitted at least <u>24 hours</u> in advance of the event, however, a longer notice is appreciated to allow additional time for processing.

B. Events open to the public

i. Your organization must be an incorporated civic organization or a similarly purposed national organization designated under the United States Internal Revenue Code of 1986, Section 501(c)(3) and verifiable with the office of the Maine Secretary of State, Division of Corporations.

Submit completed forms to:

Bureau of Alcoholic Beverages and Lottery Operations Division of Liquor Licensing and Enforcement

Mailing address: 8 SHS, Augusta, ME 04333-0008

Courier delivery: 19 Union Street, 3rd floor, Suite 301-B, Augusta, ME 04330



STATE OF MAINE

DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS DIVISION OF LIQUOR LICENSING AND ENFORCEMENT

Application for a License for an Incorporated Civic Organization

Sect	ion A:	Applicant Information:
1.	Legal	Name of Applicant: Ken+S Hill School
2.	Conta	act Name for Applicant: EMILY Beliveau
3.	Mailii	ng Address of Primary Office of Applicant: PO BOX 257 kents Hill, M2 04349
4.	Conta	act Name Telephone/Mobile Number: 603-986-4023
5.	Email	Address of Contact: ebelivedy @ Kents hill. org
Sect	ion B:	Event Information:
1.	Title l	Event: Fall Family Weekend
2.	Purpo	ose of Event: Funity / parent engagement
3.	Durat	ion of Event (check one): One Day Multiple Days (only 1 permitted per year)
4.	Type	of Event: (check one) Indoor Doutdoor
5.	Town	or City where Event will take place: Keuts Hill
6.	Comp	Note the Physical Address of Event: \[\langle O \rangle M \text{ain St} \\ \rangle \text{Euts \muillets \muillet M \text{204349}} \]
7.	Date of	of Event: $10/3/23$ Time: From $5:30$ To $7:30/8$
	Under	r Maine liquor laws, alcoholic beverages can only be served from 5:00 am to 1:00 am of the next day, Sunday through Saturday; event times cannot deviate from this statutory requirement.
Q	Numh	her of Persons Attending: IDD (IdUI+S

Section D: For use by Municipal Officers and County Commissioners only Approval of an Application for a License for an Incorporated Civic Organization

						cess outlined in 28-A M.R	
Check only one:		City		Town		Unorganized Territory	
Name of City/Tow	n/Unorg	anized Territo	ory:	·			
Who is approving	this appl		-				
			County	Commission	ers of		County
indi	icate this	verification v	was comp			s of the week. Please chec	ER THIS DOX TO
	3						
		. .					
		·					

Section E: Application Fee; Other Information

- 1. The license fee is \$50.00 plus a \$10.00 filing fee; make checks payable to Treasurer State of Maine.
- 2. The law requires the application to be submitted at least <u>24 Hours</u> prior to the function, however, a longer notice is appreciated to allow additional time for processing.
- 3. Once issued, this permit is not assignable and is valid only for use by the licensee named in this application and for the date, time, and location listed in this application. This permit is issued subject to Maine liquor laws under Title 28-A and the Bureau's Administrative Rules. Penalties for failure to comply with the laws and rules are provided in Chapter 33 of Title 28-A.
- 4. The Division is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.
- 5. Payments to the Division by check subject to penalty provided by 28-A MRS Section 3-B.

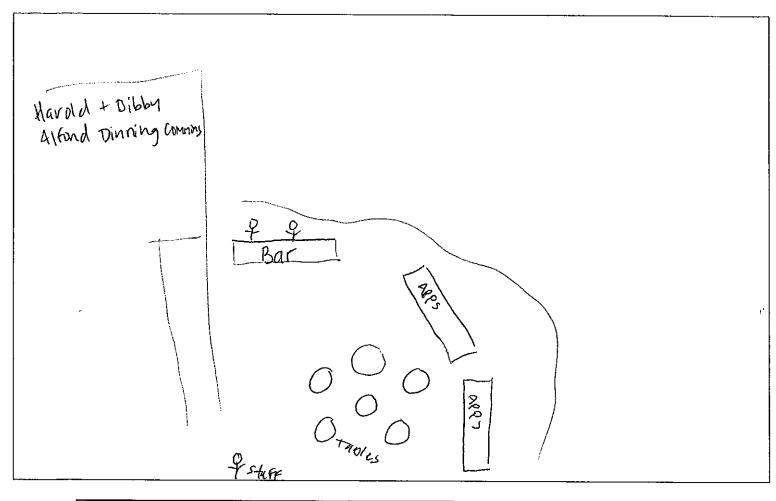
Э.	OUT door pation Cochtuil by IMMediately cocher sufdor	Space it where we host feurion one this point Sighs are garded.
10.	Will dancing be part of the event? a. Does the venue have a dance licens	Yes □ No □ e? Yes □ No □
		license from the State's Fire Marshall's Office
Sectio	n C: Signature of Applicant	
by law	. Knowingly supplying false information or	ds that false statements made on this application are punishable a this application is a Class D Offense under Maine's Criminal r, or by monetary fine of up to \$2,000 or by both.
Please	sign and date in blue ink.	
Dated:	9/6/23	
		Signature of Duly Authorized Person
		Emily George Beliveay Printed Name of Duly Authorized Person

Section F: Diagram for Outdoor Events

The following restrictions apply to outdoor events:

- There must be a stanchion or a fence completely enclosing the area.
- Signs must be posted stating "No alcohol beyond this point".
- There must be sufficient employees at the event to control and monitor the area.

In an effort to clearly define the area that consumption and storage of liquor will occur during this outdoor event, diagrams must be submitted on this form and should be as accurate as possible. Be sure to label the areas of consumption and storage on your diagram.



For Division	Use Only
Date Filed:	License No:
	Deposit Date:
☐ Approved ☐ Not Approved	Amt. Deposited:
Date Approved:	Payment Type:
Approved By:	
Approved By:	



STATE OF MAINE

DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS DIVISION OF LIQUOR LICENSING AND ENFORCEMENT

Application for a License for an Incorporated Civic Organization

Section	A: Applicant Information:
1.	Legal Name of Applicant: Kents Hill School
2.	Contact Name for Applicant: EMILY Beliveau
3.	Mailing Address of Primary Office of Applicant: PO BOX 257
	Kents Hill, MS 04349
4.	Contact Name Telephone/Mobile Number: 603 986 9623
5.	Email Address of Contact: Cheliveau @ Kentshill.org
Section	a B: Event Information:
1.	Title Event: Holiday on the Hill
2.	Title Event: Moliday on the Hill Purpose of Event: Magazine of Alynni
3.	Duration of Event (check one): One Day Multiple Days (only 1 permitted per y
4.	Type of Event: (check one)
5.	Town or City where Event will take place: <u>keuts Hill</u> , M Z
6.	Complete Physical Address of Event: 1614 Main Street Kents Hill, MZ 04349
7.	Date of Event: Del 7 Time: From 5-30 pm To 8 pm
	Under Maine liquor laws, alcoholic beverages can <u>only</u> be served from 5:00 am to 1:00 am of the next day, Sunday through Saturday; event times cannot deviate from this statutory requirement.
8.	Number of Persons Attending: 80

Section D: For use by Municipal Officers and County Commissioners only Approval of an Application for a License for an Incorporated Civic Organization

The undersigned approve this cate	hereby coring event	ertifies that application	we have c on this dat	omplied wit e:	h the proc	cess outlined in 28-A M.R.	.S. §653 and
Check only one:		City		Town		Unorganized Territory	
Name of City/To	wn/Unorg	anized Terri	tory:				
Who is approving	g this appl		_		ers of		County
Lo fo	ocal Optio r the type	n Votes have	e been veri o be sold f	fied that allo	ws this ty	ssioners must confirm that to pe of license to be issued be s of the week. Please chec	y the Bureau
	Signatur	e of Official	ls		P	rinted Name and Title	
					.	 	

Section E: Application Fee; Other Information

- 1. The license fee is \$50.00 plus a \$10.00 filing fee; make checks payable to Treasurer State of Maine.
- 2. The law requires the application to be submitted at least <u>24 Hours</u> prior to the function, however, a longer notice is appreciated to allow additional time for processing.
- 3. Once issued, this permit is not assignable and is valid only for use by the licensee named in this application and for the date, time, and location listed in this application. This permit is issued subject to Maine liquor laws under Title 28-A and the Bureau's Administrative Rules. Penalties for failure to comply with the laws and rules are provided in Chapter 33 of Title 28-A.
- 4. The Division is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.
- 5. Payments to the Division by check subject to penalty provided by 28-A MRS Section 3-B.

9.	Describe specific indoor and/or outdoor are diagram of the outside space in Section F by MDDV Spale W/TIPS C	elow)	•		_		
10.	Will dancing be part of the event?	Yes		No			
	a. Does the venue have a dance licensb. If yes, please provide a copy of the		□ State'	No s Fire M	□ ſarshall's C	Office	
Sectio	n C: Signature of Applicant						
by law	ning this application, the licensee understand. Knowingly supplying false information of punishable by confinement of up to one year.	n this application	ı is a C	lass D (Offense und	ler Maine	
Please	sign and date in blue ink.						
Dated	9/6/23						
		Signature of D					
		Fmily Printed Name	(Gla of Dul	ろん) y Autho	Belive orized Pers	dn on	

Section F: Diagram for Outdoor Events

The following restrictions apply to outdoor events:

- There must be a stanchion or a fence completely enclosing the area.
- Signs must be posted stating "No alcohol beyond this point".
- There must be sufficient employees at the event to control and monitor the area.

In an effort to clearly define the area that consumption and storage of liquor will occur during this outdoor event, diagrams must be submitted on this form and should be as accurate as possible. Be sure to label the areas of consumption and storage on your diagram.

For Division	Use Only	
	Use Only License No:	
Date Filed:		
Date Filed: □ Not Approved	License No: Deposit Date: Amt. Deposited:	
Date Filed:	License No: Deposit Date:	

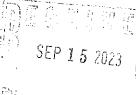
		ų v sa

Bureau of Alcoholic Beverages and Lottery Operations Division of Liquor Licensing and Enforcement

8 State House Station Augusta, ME 04333-0008 (Regular Mail) 10 Water Street Hallowell, ME 04347 (Overnight Mail)

Telephone: (207) 624-7220 Fax: (207) 287-3434

Email: MaineLiquor@Maine.gov



alified Catering Organization Application for Catered Function (Note: This application is for Qualified Caterers ONLY. If you are a Class A Restaurant, aurant/Lounge, Lounge, Hotel, Club, or Bed & Breakfast please complete form number 5.5 or 5.6.)

The law requires the application to be submitted at least 24 M. a longer notice is approximately and the last 24 M.
The law requires the application to be submitted at least 24 Hours prior to the function, a longer notice is appreciated to allow additional time for processing. DBA Name: 1 1 2 4 Mailing A 11
a longer notice is appreciated to allow additional time for processing. License No.: 939 DBA Name: 180
a longer notice is appreciated at least 24 House
License M. Commission of the function of the f
License No.: 939 DBA No.: License No.: 939 DBA No.:
Mailing Address: DBA Name: USC'
Town (2005 Charles and the flat
Mailing Address: DBA Name: LISQ'S White flour Catering Town/City: Dugusta Telephone: Augusta
Mailing Address: DBA Name: LISQ'S White flour Catering Town/City: Dugusta State Ref
total As
Email Address: LISCISCA texting \$5 @ QYYCIL Co
Fax:
1905 @ Oma
Title and D. Event D. By Grand Com
Title and Purpose of Event: Event Details
- country of Event.
Physical Address of Event: Town/City: Page 100
Town/City: Reachte of Wayne Rol
Town/City: Reachter State: 177 No Wayne Rol
Check One: Dindoor Event Doutside State: De Zin Code
Describe species
Describe specific indoor and/or outdoor area to be licensed: Date of French Country Outside Event (If outside, a diagram must be included)
Outdoor area to be licens to
Date of Event: 1017123 Time From 5
Name of Person or Entity contracting your services: Number of Persons Attending: 1416
Number of Entity contracting your and Fold: Opportunity Contracting your and Fold:
Number of Persons Attending: 140 Address: 31 1 129
Address: 31 Linion St. State: De
State STEINION ST
The state of the s
"ALDADOINAL CONTRA
Does the venue have a dance license? YES \(\text{NO} \text{ NO} \text{ (If yes, please provide a copy of the license)} \)
Does the venue have - 1
nave a dance license? VEC
NO I (If yes, at
(a) yes, please provide a converse
Signature of Licensee and Clare incense)
Signature of Licensee or Corporate Officer Oliver
Print Name of Licenson Date
Print Name of Licensee or Corporate Officer
- Officel

allowed. Diagrams should be to label the are	DIAGRAM ur license premise and the area that consumption and storage of liquor submitted on this form and should be as accurate as possible. Be sure as of your diagram that you are requesting approval.
	Outdoor Catering Restrictions: a stanchion or fence completely enclosing the area. e posted stating "No alcohol beyond this point". at employees at the event to control end.
For TO STATE OF MAINE MUNICIPAL Hereby certify that we have complied whereby approve said application.	Municipal Approval Only AL OFFICERS & COUNTY COMMISSIONERS: with Section 653 of Title 28-A Maine Revised States
NOTE: PLEASE PROVIDE A	LL OF THE REQUESTED INFORMATION BELOW
Dated at:	Maine Maine
On,	, waine
The undersigned being: ☐ Municipal O ☐ City ☐ Town ☐ Plantation	County ffices □County Commissioners of the □ Unincorporated Place of:, Maine
Signature of Officials	, Maine
	Printed Name and Title
FOR USE ONLY	
SOURCY BY DIVISION OF LIQUO	OR LICENSING & ENFORCEMENT RESTRICTIONS:
APPROVED	ENFORCEMENT RESTRICTIONS.
NOT APPROVED	DATED:

ISSUED BY:





TOWN OF READFIELD

8 OLD KENTS HILL ROAD • READFIELD, MAINE 04355 Tel. (207) 685-4939 • Fax (207) 685-3420 Email: manager@readfieldmaine.org

REQUEST FOR PROPOSALS (RFP)

The Town of Readfield seeks proposals from qualified firms to complete ditching, culvert cleaning, culvert replacement and road edge grading at various points throughout the Town of Readfield.

All proposals are to be submitted to the Town Manager, Readfield Town Office, 8 Old Kents Hill Road, Readfield, Maine 04355 or to manager@readfieldmaine.org and shall be clearly marked "CULVERT/DITCHING DOCUMENTS – DO NOT OPEN" on the sealed envelope or in the email subject line. Proposals will be accepted until 3:00 P.M. on Thursday September 14, 2023 at which time they will be publicly opened. Proposal forms and specifications may be obtained at the Town Office. The Town of Readfield reserves the right to accept any or reject any or all proposals. Proposers may be present at the proposal opening if so desired.

Culvert / Ditching / Shoulder Work PROPOSAL FORM

MAINTENANCE PROPOSAL

Name	of Company:	
Printed	l Name:	
Signat	ure:	Date:
Culve	<u>rts</u>	
•	#126 Beaver Damn Road (Paved drivewa Rotted 36'x24" metal driveway culvert. Re	
	Lump sum cost	Total \$
•	Beaver Dam Road west of Memorial Driv Failed culvert under roadway. Replace with control fabric/riprap at culvert inflow.	ve intersection (Paved roadway) 1 60'x 24" HDPE. Apply necessary erosion
	Lump sum cost	Total \$
•	Zepplin Lane at Chase Road (Gravel roa 30'x15" clogged HDPE culvert. Clean out,	
	#47 Chase Road (Paved driveway) 20'x15" HDPE Culvert. Clean out and rese Re-Ditch from #39 Chase Rd to base of hill	
	Lump sum cost	Total \$
•	#8 Harmony Hills Rd (Paved primary dr 1. 46'x15" primary entrance clogged HDP Re-ditch inflow and outflow.	iveway, secondary entrance dirt/grass) E culvert. Clean and reset, replace if necessary
	2. Secondary dirt/grass entrance, failed me	tal. Replace with 20'x15" HDPE
	#13 Harmony Hills Rd (Paved primary d 1. 29'x12" primary entrance HDPR heaved Replace if necessary. Re-ditch inflow and	d at coupler, clean out/reset/shorten if possible.
	2. Secondary dirt/grass entrance, failed me	tal, replace with 20'x15" HDPE
	Lump sum cost	Total \$

• #117 Thundercastle Rd (Paved primary driveway, secondary entrance dirt/grass)
1. 49'x12" or 15" primary entrance clogged HDPE culvert, clean out and reset.
Re-ditch inflow and outflow

	2. Secondary entrance clogged 20'x15" HDPE culvert, clean out a inflow/outflow	and reset. Re-Ditch
•	#7 Thundercastle Rd (Paved driveway) 25'x15" clogged HDPE culvert. Clean out/reset. Re-ditch inflow and re ditch outflow around corner into Old Kents Hill Road	up slope to next entrance
	Lump sum cost	Total \$
•	#119 Lane Road (Paved driveway) 20'x15" HDPE, clogged. Clean out and reset, ditch property line	
•	#125 Lane Road (Paved driveway) 20'x15" HDPE, clogged. Clean out and reset, ditch property line	
•	#135 Lane Road (Gravel driveway) 25'x15' failed metal, replace with HDPE, ditch property line	
	Lump sum cost	Total \$
•	#13 P Ridge Road (Paved Driveway) 30'x15" failed metal, replace with HDPE. Out flow connects to us flows towards Route 17	nderground culvert that
	Lump sum cost	Total \$
•	#141 Church Road Clean out main driveway entrance culvert, remove sand from ditch	n line
•	#1149 Route 17 (driveway entrance on Church Road Remove sand from ditch line of driveway culvert to corner of Rou line meets grated drain on sidewalk.	ite 17/Church road, ditch
	Lump sum cost	Total \$
•	#146 Scribner Hill Rd (driveway) Replace driveway culvert with 20'x15" HDPE and clean up ditch	line.
	Lump sum cost	Total \$
<u>Addit</u>	ional Ditching, Shoulder grading, Edge Dam removal	
•	Beaver Dam Road Re-ditch from #4 Beaver Dam Road (top of hill) to #50 Beaver Add erosion control matting and clean out HDPE driveway culver	
	Lump sum cost	Total \$

•	1. At Torsey Shores Rd, remove edge dam on eas approximately 200 feet	st side of Thundercastle Road,
	2. #153 to curve past #183, east side of roadway, approximately 850 feet	remove edge dams and regrade shoulder,
	Lump sum cost	Total \$
•	Giles Road Remove berms and built up material from wint shoulder from Old Kent's Hill Road to bridge, ap	
	Lump sum cost	Total \$
•	Nickerson Hill Road #219 to #183, north side of roadway, bern approximately 500'	n/edge dam removal, regrade shoulder,
	Lump sum cost	Total \$
•	Mill Stream/Craigge Mill Rd Remove built up material from Northeast corner of	of intersection.
	Lump sum cost	Total \$
•	Old Kents Hill Road Remove built up sand/material prior to bridge located closer to Readfield Town office and not a	
	Lump sum cost	Total \$

2023 Ditching, Culvert, and Shoulder RFP - Town Of Readfield

Culverts

9	8	7	6	5	4	3	2	1	Iten #
Scribner Hill Road	Church Road	P Ridge Road	Lane Road	Thundercastle Roa	Harmony Hills Road	Chase Road	Beaver Dam Road	Beaver Damn Road	Road Name
\$ 2,800	\$ 1,500	\$ 3,900	\$ 9,000	\$ 6,000	\$ 11,300	\$ 3,500	\$ 12,500	\$ 4,600	Ford Ent.
\$	\$	\$	\$	\$	\$	\$	\$	1.7	Mant
6,500	9,000	9,750	14,950	19,750	26,650	11,250	22,475	11,675	ter Const.
\$ 5,800 \$	\$ 5,800	\$ 5,325	5	\$ 15,400 \$	\$ 14,700	\$ 9,750	\$ 11,900	\$ 6,925	CH Stevenson
\$	\$	\$	\$	\$	\$	\$	\$	\$	Cushi
3,700 \$	1,200	3,600	5,700 \$	7,680	5,100	5,200	13,800	5,800	Cushing Const.
\$ 5,500	\$ 6,500	\$ 7,000	\$	\$	\$ 12,000	\$ 8,500	\$ 18,200	\$ 7,500	Joe Gammon

Additional Ditching, Shoulder grading, Edge Dam removal

Iten#	Road Name	Ford Ent.	Mante	nter Const.	CH Stevenson	Cushing Const.	Joe Gammon
10	Beaver Dam Road	\$ 5,000	8	9,500	\$ 28,050	\$ 2,100	\$ 17,000
11	Thundercastle Road	\$ 7,900	\$	9,500	\$ 13,500	00 \$ 5,000	\$ 5,000
12	Giles Road	\$ 12,500	\$	9,000	\$ 22,675	75 \$ 5,000	\$ 10,000
13	Nickerson Hill Road	\$ 3,500	8 0	5,825	\$ 6,725	25 \$ 2,750	\$ 5,000
14	Mill Stream/Craigge Mill Road	\$ 1,200	0 8	1,500	\$ 1,2	1,275 \$ 600	\$ 5,000
15	Old Kents Hill Road	\$ 4,50	4,500 \$	2,375	\$	5,725 \$ 1,200	\$ 6,000
					THE STREET STREET		

TOTAL \$

89,700 | \$

169,700 | \$

167,275 | \$

68,430

8

133,800

	2024-2025 (FY 25) BUDGET & WARRANT PROCESS SCHEDULE As Amended	Item # 24-037
Date	Meeting / Event / Task	Time
09/18/23	Select Board Meeting - Budget process review	6:30 PM
10/16/23	Select Board Meeting - Budge goals discussion	6:30 PM
11/13/23	Select Board Meeting - Warrant discussion	6:30 PM
11/15/23	Budget Committee Meeting - Organizational meeting and budget goals	6:30 PM
11/17/23	Budget process memo sent to Depts., Boards, & Committees - To include PY & YTD #s	N/A
12/11/23	Select Board Meeting - Capital Investment Planning Discussion	6:30 PM
12/30/23	Preliminary Dept., Board & Committee budget #s due	N/A
01/10/24	Budget Committee Meeting - Departments I	6:30 PM
01/22/24	Select Board Meeting - First Budget Draft	6:30 PM
01/24/24	Budget Committee Meeting - Departments II	6:30 PM
01/31/24	Joint Select Board and Budget Committee Meeting - Capital Investment Plan Review	6:30 PM
02/12/24	Select Board Meeting - Second Budget Draft	6:30 PM
02/15/24	Budget Committee Meeting - Departments III	6:30 PM
02/21/24	100 days before vote - Nomination Papers available	N/A
03/01/24	Deadline for warrant article and ordinance submissions - Select Board Review	N/A
03/06/24	Budget Committee Meeting - Budget review	6:30 PM
03/11/24	Select Board Meeting - Budget & Warrant review	6:30 PM
03/13/24	Possible School Board meeting with Select Boards - About 75% of tax bills is education spending	6:30 PM
03/15/24	Deadline for legal review of the proposed warrant	N/A
03/20/24	Public Budget Meeting / Hearing - Public Comment and Recommendations on DRAFT Budget	6:30 PM
04/08/24	Select Board Meeting - Final budget & Warrant review and approval	6:30 PM
04/10/24	Budget Committee Meeting - Final budget review and approval	6:30 PM
04/12/24	60 days before voting - Nomination Papers & Referendum Questions due - Warrant due to Clerk	3:30 PM
04/26/24	Draft annotated Warrant due & Official Ballot sent to printer (46 days prior to voting)	N/A
05/08/24	Public Hearing - Public Comment and Information on COMPLETED Warrant	6:30 PM
05/10/24	30 days before voting - Absentee Ballots available (actually 32 as the 12th is a Sunday)	3:30 PM
05/29/24	Public Hearing - Public Comment and Information on COMPLETED Warrant	6:30 PM
06/01/24	10 days before voting - Last day to hold referendum question hearings (Saturday)	N/A
06/04/24	7 days before voting - Town Meeting Warrant posted (absolute deadline)	N/A
06/11/24	Town Meeting - 8am to 8pm, Kents Hill School Alfond Center	8:00 AM

Notes:

<u>^ Involvement</u> - 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.

<u>Select Board Attendance</u> - 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.

<u>^ Public Budget Meetings</u> - 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.

<u>Departments I</u> - Includes the following: <u>General Government</u> (Administration, Insurance, Office Equipment, Assessing, Code Enforcement, Grants / Planning, Heating Assistance, Legal), <u>Maintenance</u> (General, Buildings, Vehicle / Equipment, Interlocal) <u>Boards</u>

& Committees (Appeals Board, Planning Board), Regional Assessments (Cobbossee Watershed, First Park), Kennebec County Tax (County Tax), General Assistance (General Assist.)

<u>Departments II</u> - 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),

<u>Departments III</u> - 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 ^	Statutory Deadlines
Joint Select Board and Budget Committee Meetings ^	Formal Public Hearings ^

EXECUTIVE SESSION

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OTHER BUSINESS

RESOLUTION OF THE SELECT BOARD OF THE TOWN OF READFIELD, MAINE TO CORRECT AUTHORIZATION OF THE SALE OF \$348,057 GENERAL OBLIGATION BONDS OF THE TOWN

WHEREAS, the Select Board previously approved a Resolution Authorizing the Sale of \$348,057 General Obligation Bonds of the Town on September 11, 2023, authorizing the borrowing of not more than \$348,057 from the Maine Municipal Bond Bank (the "Bank"), entering into a Loan Agreement with the Bank and issuing general obligation bonds (the "Securities"), as authorized by 30-A M.R.S.A. § 5772, for the purpose of providing funding for the purchase of a pumper-tanker fire truck by the Town of Readfield (the "Resolution"); and

WHEREAS, the Select Board desires to make consistent the maximum interest rate set forth in the Resolution;

NOW THEREFORE, BE IT RESOLVED BY THE SELECT BOARD OF THE TOWN OF READFIELD, MAINE AS FOLLOWS:

Section 1. Section 1 of the Resolution shall be amended to read as follows, with underlined words representing additions:

Section 1. The issuance, sale and delivery of the Securities is authorized for the purpose of providing funding for the Project. The form of the Securities is hereby approved, with such changes thereto as determined by the Select Board and the Town Treasurer. The Securities shall be sold at an aggregate purchase price of \$348,057, shall be payable as to principal commencing November 1, 2024 and on each November 1 thereafter through and including November 1, 2033 in annual installments calculated so that each annual installment of principal is approximately equal, shall bear interest at a rate per annum such that the interest cost rate as defined in the Loan Agreement shall not exceed six and one-half percent (6.5%) per annum, shall be payable as to interest commencing May 1, 2024 and thereafter on May 1 and November 1 through and including November 1, 2033 and shall contain such other terms as are set forth in the Securities.

Section 2. Except as set forth above, the Resolution remains in full force and effect and the approval of this resolution shall not be deemed to have rescinded or modified any provisions therein except to the extent necessary to make consistent the maximum interest rate set forth in the Resolution.

<u>Section 3</u>. This Resolution shall take effect immediately.

Approved September 18, 2023, by the Select Board of the Town of Readfield, Maine, at a meeting duly convened and conducted in accordance with the laws of the State of Maine.

TOWN OF READFIELD, MAINE SELECT BOARD

Ву:		By:
•	Kathryn Mills Woodsum, Chair	Sean Keegan, Vice Chair
Ву:		Ву:
	Carol Doorenbos, Member	Steve DeAngelis, Member
Ву:		
	David Linton, Member	