

**Readfield Select Board
Regular Meeting
Agenda**

August 11, 2014

Location: Town Office

Meeting Starts: 6:30 PM

Pledge of Allegiance

1. **Minutes:** Select Board meeting minutes of July 28, 2014
2. **Warrant: 3 – 5 minutes**

Communications – 30 minutes

3. Select Board communications
4. Town Manager
5. Boards, Committees, Commissions & Departments
 - a. Fairgrounds Athletic Fields update

Appointments/Reappointments – 10 minutes

6. Recreation Association Board candidate: Carrie Knight

Unfinished Business:

7. Road shoulders gravel and trucking quotes – 5 minutes
8. Library painting RFP – 10 minutes

New Business:

9. Select Board retreat follow up – 30 minutes
10. Bid for three-phase converters – 5 minutes
11. Readfield Corner Water Association agreement – 5 minutes
12. Other (if needed)

Public Communications – 15 minutes

13. Members of the public may address the Select Board on any topic.

Executive Sessions

14. Poverty abatement application
15. Labor negotiations update

Adjournment

#1

Minutes

#2

**Warrant
Presented
at Meeting**

#3

Select Board

#4

Town Manager

4. Town Manager updates:

Truck update: A 2005 GMC Sierra 4x4 pickup was purchased from state surplus for \$5,500 to replace the pickup totaled in an accident in July. The truck has some rust on the rocker panels which should be repaired, but it is inspected, has good tires, and runs reasonably well. This vehicle will be used for moving mowing equipment and other cemetery and maintenance duties.

Town Office rental agreement: The Town Office employees still want to provide input for a revision of this agreement, but would like to delay that until the fall given the demands of the summer schedule.

KVCOG representative: Please see the attached memo and form to select Town representatives to KVCOG. The Select Board already selected Allen Curtis as the elected official to serve on the KVCOG Board. The Select Board typically also appoints the Town Manager to serve as the other KVCOG representative.

Staffing updates: Two candidates are being considered for the Board Secretary position. Hopefully an offer and acceptance will be made soon. Seasonal staff members are helping with a range of maintenance work due to absence of another employee.



KENNEBEC VALLEY COUNCIL OF GOVERNMENTS

RECEIVED
JUL 28 2014

July 24, 2014

Greetings:

Thank you for being a member of Kennebec Valley Council of Governments (KVCOG). Attached you will find the form to submit your Official Representative to the KVCOG General Assembly. As a member it is important to have your municipality represented on the General Assembly as it is the policy making body for KVCOG.

The General Assembly meets twice a year, once in June to approve the budget and any bylaw or policy changes, and again in September at our Annual Meeting where the Board of Directors and Officers are elected and yearly overviews and upcoming projects are reviewed.

If your Official Representative is interested in participating on our Board of Directors please indicate that on your form. Any Board of Director may also elect to run for an officer position. The officers include President, Vice President, Treasurer and Secretary. If your Official Representative would like to hold an officer's seat please indicate that on your form.

The Board of Directors meets six times a year (with two of those being the General Assembly meetings).

Over the past year KVCOG has undertaken a strategic planning process to improve our services to our member municipalities. Updated bylaws and policies will be presented to the General Assembly at the Annual Meeting in September. KVCOG is eager to have engaged municipal representatives to assist with the direction and guidance of the organization.

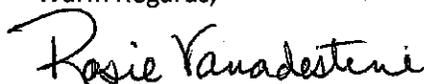
One of items identified during the strategic plan process was the need for improved communication and marketing. Part of this includes the creation of an outreach program for KVCOG. You will be receiving a letter in the near future to introduce your KVCOG staff liaison. This program will increase communication and serve to better inform KVCOG of the municipal happenings and needs as well as provide pertinent information to the municipality.

As you can understand, KVCOG can only be as strong as its members and the representatives that you appoint to our organization. When selecting your appointees please give consideration as to those that will be engaged with KVCOG and participatory with our organization.

Please return your form no later than **August 22, 2014** to ensure proper communication and time to get any interested Board members or Officers onto the ballot for the September meeting.

If you have any questions or concerns regarding KVCOG, please do not hesitate to contact me.

Warm Regards,


Rosie Vanadestine
Executive Director

Municipality of: _____ Year of Service: July 2014-June 2015

Please take a moment and complete the attached form naming two Official Representatives to serve on the KVCOG General Assembly. **At least one** of the Official Representatives must be a municipal officer – an **elected member** of the board of selectmen, town or city council.

Please return the form to KVCOG by mail, email or fax.

Please give us the best way to contact each representative (home or work address and/or phone or cell). Please include an email address for each representative.

Please return this form by August 22.

Representative 1 - ELECTED OFFICIAL

Name	Allen Curtis			
Title/Committee				
Mailing Address				
Phone				
Alternate Phone				
Email				
Interested in KVCOG Board of Directors? (please circle)	Yes	No		
Interested in officer position?	President	Vice-President	Secretary	Treasurer

Representative 2

Name				
Title/Committee				
Mailing Address				
Phone				
Alternate Phone				
Email				
Interested in KVCOG Board of Directors? (please circle)	Yes	No		
Interested in officer position?	President	Vice-President	Secretary	Treasurer

Sarah Ross, Executive Assistant
Kennebec Valley Council of Governments
17 Main Street
Fairfield, ME 04937
Phone: 207-453-4258, Ext. 223 Fax: 207-453-4264
sross@kvkog.org

#5 Boards, Committees, Commissions & Departments

5. Boards, Committees, Commissions & Departments

a. Fairgrounds Athletic Fields update:

Please see the attached email from David Erb. Greg Durgin also could provide additional updates on the progress of this committee.

Stefan Pakulski

From: David Erb Jr <david.erb@maine.edu>
Sent: Thursday, August 07, 2014 12:10 PM
To: Jerry Bley; Chris Olson Olson; Milt Wright; reayexcavation@aol.com; Keilty Gary; Andy Walsh; cushioning_construction@yahoo.com; Bruce Hunter; Dan Meyer; David Bagley; Robert & Joan Mohlar; Tim or Luvia Sniffen; nhcushing@yahoo.com; kevinelwell5611@aol.com; jarredjon@aol.com; Mark Birtwell; Greg Durgin; Stefan Pakulski
Subject: Fairground Ballfield Coordination Meeting

All,

This e-mail addresses most all of us who have had interest in developing the Ball Field at the Old Fairgrounds property. It's time to make some plans to improve the property with discussions about management and fundraising. We also need to discuss how we plan to install fencing, a backstop and dugouts for next year.

Once we set a meeting date, we should work to bring others to the meeting who are younger "stakeholders" that have interest to use the field for their upcoming families.

With that said, all looks good at this point with a new parking lot and the recent mowing so let's try to meet and set a plan for future use and management of this field.

Below is a Poll for setting up the meeting and I'd urge you all to find tome for this meeting. Your inputs are useful and important to guide this project for future generations.

Thanks and regards,

David Erb

I would like to invite you to the Doodle poll "Fairgrounds Ballfield Coordination."

Please follow the link in order to participate in the poll:

<http://doodle.com/x6938maxegfi6tzz>

David F. Erb Jr.
Senior R&D Program Manager
University of Maine
Advanced Structures and Composites Center
35 Flagstaff Road
Orono, Maine 04469-5793
Office: (207) 581-2308
Fax: (207) 581-2074

#6

Appointments

TOWN OF READFIELD

APPOINTMENT APPLICATION

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

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

Please check one:

1st time appointment

re-appointment

Which Board, Committee or Commission

are you applying for?

Recreation Committee

Name: Carrie Knight

Phone (H): 207 685 0000

Street address: 97 Old Kents Hill Rd

Phone (C): 207 332 6522

Mailing address: Readfield me 04355

E-Mail: Carrie.knight@hotmail.com

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

Spent many years as camp counselor and Sunday school teacher, have 3 kids and volunteer for many events

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

3 kids in elementary school and want to help bring fun events and activities to town

If you are currently employed, what is your position?

stay at home mom

APPLICATION FOR APPOINTMENT FOR:

Name: Carrie Knight Position Rec Committee Term: 2 yr

CLERK'S USE BEFORE THE APPOINTMENT

Open position Recreation Board Term: 8-11-14 - 6-30-16

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

Is there a recommendation attached? Yes No If no, please explain: _____

I feel Carrie would bring a lot to the board. She has two young kids in the school system and she helped us last year with the Halloween Party when she had just moved in to town. Very nice family.

Thank you,
Kathleen Dupont

CLERK'S USE AFTER THE APPOINTMENT

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

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

SELECT BOARD APPOINTMENT

To Carrie Knight of Readfield, in the County of Kennebec and State of Maine: There being a position on the Recreation Board of Trustees, we the Select Board of the of Readfield do, in accordance with the provisions of the laws of the State of Maine, hereby appoint you to said position within and for the Municipality of Readfield, such appointment to be effective:

8-11-14 thru 6-30-16. Given under our hand this 11, day of Aug., 2014.

Sue Reay

P. Greg Durgin

Thomas Dunham

Valarie Pomerleau

Allen Curtis

#7

Road Shoulders

Gravel & trucking quote

7. Road shoulders gravel and trucking quotes

Quotes for gravel and trucking were solicited from five different contractors. Pike Industries and McGee Construction submitted quotes that were opened publicly at 1:05 PM on August 7, 2014.

The quotes use different units for gravel in the pit. Pike quoted \$6.70 per ton while McGee quoted \$11.50 per cubic yard.

The conversion factor for this crushed ledge gravel is close to 1.5 tons per cubic yard.

For a comparison of the quotes, please see the following.

	Gravel in pit price		Trucking price from pit		Delivered price	
	per ton	per yard	per ton	per yard	per ton	per yard
McGee	\$7.67	\$11.50	\$1.57	\$2.35	\$9.23	\$13.85
Pike	\$6.70	\$10.05	\$4.50	\$6.75	\$11.20	\$16.80

McGee delivering 600 yards of McGee's gravel:

\$13.85	x 600 =	\$8,310.00
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Pike delivering 600 yards of Pike's gravel:

\$16.80	x 600 =	\$10,080.00
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McGee trucking 600 yards of Pike's gravel:

yds/truck	trips	Hours (1.5/trip)	truck/hr	total truck	gravel	delivered
16	37.5	56.25	\$78.00	\$4,387.50	\$6,030.00	\$10,417.50

Cushing trucking 600 yards of Pike's gravel:

yds/truck	trips	Hours (1.5/trip)	truck/hr	total truck	Gravel \$10.05/y	delivered
16	37.5	56.25	\$65.00	\$3,656.25	\$6,030.00	\$9,686.25

Although McGee's gravel in the pit is quoted higher than Pike's, McGee's delivered price is lower. If using McGee's quoted trucking for Pike's gravel, McGee's delivered price of McGee's material would still be lower. Also, if using the lowest trucking option (Cushing) from the available sheets, McGee's delivered price of McGee's gravel would still be lower.

Based on this, McGee Construction has the low quote for shoulder gravel and trucking of the material.

PIKE INDUSTRIES, INC.

Please Return contract to our area office:

Pike Industries, Inc.
 58 Main St Westbrook, ME 04092
 Phone 207-441-2851
 Fax: (207)-854-2539
 Attention: Jim Hanley



Established 1872

Office Use Only

Contract #
 Customer # 63600

Customer PO:

8/1/2014

Aggregate Quote/Contract

Customer Information		Project Information	
Submitted To:	Town of Readfield, ME	Project Name:	Readfield Shoulder Gravel
Contact Name:	Stephan Pukulski	Project Address:	, ME
Address:	Town Office 8 Old Kents Hill Road Readfield, ME 04355		
Contact Phone:		Tax Exempt	Yes
Contact Fax:		Note:	If purchase is exempt, please provide certificate
Email:	readfield.tmgr@roadrunner.com	Bid Date:	
		Project Completion Date:	

Location	Product Code	Material	Estimated Units	U/M	\$/Unit	Delivery Rate/Unit
Stone - Sidney, ME	6328	3/4" Crushed Stone Base	900	TON	\$6.70	\$4.80

Terms and Conditions

- Quote is valid until 8/31/2014 unless signed by both parties.
- Pike reserves the right to adjust pricing based on total amounts awarded
- All products are subject to availability.
- Verification and in place calculations are the responsibility of the purchaser.
- A finance charge of 1% per month will be charged on all accounts over 30 days. Any legal fees incurred to collect overdue balances will be the sole responsibility of the customer.
- Delivery is subject to availability and/or restrictions. The customer is responsible for any required traffic control and identification of any hazards (overhead, such as wires and trees or underground, such as septic tanks, etc.). Drivers have the right to request a safer area in which to unload. Wait time in excess of 15 minutes may result in additional billing of the truck at an hourly rate. In volatile petroleum markets, we reserve the right to impose a fuel escalation when prices change more than 10% from the time of contract to the point of sale. This adjustment will be evaluated and adjusted monthly if necessary based on the state specifications and postings.

- Does NOT include loader at delivery site to stock pile material.

Acceptance of Contract

The foregoing terms, Specifications and conditions are satisfactory, and the same are hereby accepted and agreed to pending credit approval.

Customer: Town of Readfield, ME

Signature: _____
 Name: _____
 Title: _____
 Date: _____

Pike Industries, Inc.

Signature:
 Name: Jim Hanley
 Title: Commercial Sales Estimator
 Date: 8/1/2014

Birk Hamilton, Est./Proj

Contractor's Exempt Purchase Certificate

I hereby certify: That I am engaged in the performance of a construction contract with the following named exempt government agency or exempt organization:

Full name of agency or organization

Address of agency or organization

Location and nature of project

Exemption Certificate Number of Contractor, Agency or Organization if any

Town of Readfield, ME
Town Office
8 Old Kents Hill Road
Readfield, ME 04355

Signature

Printed Name & Title

Date

The contractor must maintain adequate records to support the use of exempt purchase certificates and to show the disposition of all materials purchased.

MCGEE CONSTRUCTION

"What don't we do!"



Commercial/Residential Site-work
 Trucking Paving Carpentry
 Gravel Sand Stone Loam
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 Concrete Forestry Surveying
 Land Development & Sales

537 High Street, W. Gardiner, Maine 04345 Phone: (207) 582-8810 Fax: (207) 582-8847
 www.mcgeeconstruction.com

Bid

August 7, 2014

Stefan Pakulski
 Town of Readfield
 8 Old Kents Hill Road Winthrop, ME 04355

Dear Mr. Pakulski

Based on request, we are pleased to quote the following items for the Town of Readfield for Road Projects

Description- Aggregate prices picked up in our Augusta Pits or delivered per cubic yard truck measure. Price assumes approximately 600 CY, actual price based on quantity used. Truck time includes travel time from and to our shop in W. Gardiner

Material	Picked up in Pit	Delivered to Sand Shed
3/4" Crushed ledge gravel CY Price	\$11.50 per CY	\$13.85 per CY
Triaxle Truck Time (Other Pits)		\$78.00 per hour

Thank you for the opportunity to quote this work, please feel free to call with any questions.

Sincerely,

Seth McGee
 Project Manager

Accepted By

_____ Customer's name

_____ Date

#8

Library Painting

RFP

8. Library painting RFP

At the previous meeting, the Select Board rejected the two bids received for painting two sides of the Library, and authorized the Town Manager to negotiate with the low bidder to see if the work could be done within the budgeted amount. The low bidder, Crapott's Corporation agreed to do the work for \$11,000 which is the budgeted amount.

The Town Manager relayed this information by email to all Select Board members. Individual Select Board members did not agree with this negotiation and asked for the item to be discussed again by the full Select Board.

The Board may consider again whether to attempt further negotiation with Crapott's, or possibly release a new RFP, or request quotes (if less than \$5,000), or pursue an in-house option with Town employees.

#9

**Select Board
retreat follow-up**

#10

Bid for three-phase converters

10. Bid for three-phase converters

There is a sealed bid for the surplus phase converters that were taken out of service at the Transfer Station five years ago. The Select Board could open this bid and consider selling this surplus equipment that used to be connected to a compactor and a bailer.

#11

Readfield Corner

Water Assoc.

Agreement



RECEIVED

AUG 27 2014

Readfield Corner Water Association

PO Box 231, Readfield, ME 04355

Tel. 207-377-2712

email: winutil2@fairpoint.net

August 2014

Dear Customers:

In an effort to update our files and improve our communication with members, we are asking you to complete two forms that are included in this mailing. The Readfield Corner Water Association Users Agreement is a form that is usually signed upon establishing membership in the Association. You may recall signing one of these in the past but we would like to have a current one as part of our record keeping. The second form included in the packet to be returned is the updated contact form so we can be sure we have accurate information on each member. We have enclosed a self-addressed envelope for you to return these forms. We are also including a Member Certificate for you to keep as part of your files.

For your information, the Readfield Corner Water Association was established in 1989 due a gasoline spill at Readfield Corner. At first, this incident affected only the Masonic building and the corner store, but within a short period of time and after extensive testing in the surrounding area, found that the contamination had spread to the wells of about 20 locations. The Department of Environmental Protection (DEP) got involved and the complete water system was constructed and funded by the superfund, including a deposit of money the association would use for replacing the system and to subsidized the cost of the water to the affected residences. The Winthrop Utilities District was contracted to run the operations and they have done an outstanding job.

There are 3 volunteer directors that oversee the total operations. At the start of operations, the water rate of \$30.00 per first 9000 gallons per quarter was established, and has not changed since the beginning of the Association. The cost of water in different areas runs from \$28.00 to over \$120 per quarter. In fact, of approximately 150 public and private water districts in the state; our water rates are the 5th lowest among these districts.

We thank you for your attention to the enclosed materials and are happy to answer any questions you may have about our Water Association. Please feel free to contact any of the Directors listed below.

Sincerely,

Ed Dodge, President

Rick Wilson, Vice-President

Corde Kinzie, Secretary



Readfield Corner Water Association
PO Box 231, Readfield, ME 04355
Tel. 207-377-2712
email: winutil2@fairpoint.net

MEMBER CONTACT FORM

In an effort to update our Membership files, we are asking you to provide the following information and return it in the enclosed Self Addressed Stamped Envelope at your earliest convenience. Thank you.

CERTIFICATE #: #3

LOCATION: 154 Main St - (Fire Dept)

MEMBER NAME(S) _____

MAILING ADDRESS: _____

TEL #: _____

CELL #: _____

EMAIL: _____

(we respect your privacy and will not share or sell this information)

Check here if you wish to receive your quarterly water bill and membership correspondence via email.

#3

READFIELD CORNER WATER ASSOCIATION USERS AGREEMENT

This Agreement is made and entered into as of _____ between the Readfield Corner Water Association, a non-profit Maine corporation providing water service in Readfield, Maine (hereinafter "Association") and _____ of Readfield, Maine (hereinafter "Customer"), whose property address is 1154 Main St, and mailing address is _____.

Whereas, Association and Customer both desire that Association provide water service to Customer in accordance with the Association's Rules and Regulations;

Now therefore, it is agreed as follows:

1. The Association agrees to issue Customer a Membership Certificate as provided in the Association By-Laws. In the event the Customer is a for profit corporation, the Membership Certificate shall be issued to the officer of the corporation signing the Agreement.
2. Association agrees to provide, and Customer agrees to purchase water service to be provided, in accordance with the Association's Rules and Regulations, as amended in the future from time to time. The Parties agree to comply with the Rules and Regulations, as amended in the future from time to time. The current version of the Rules and Regulations are available to all Association Members upon request. Any new member(s) will be provided with said Rules and Regulations upon initial signing of this agreement. The parties agree that any future amendments to the Rules and Regulations will also be incorporated herein without any written amendment to this Agreement.

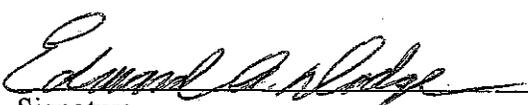
NOTICE: A FAILURE BY CUSTOMER TO COMPLY WITH THE ASSOCIATION'S RULES AND REGULATIONS AND MAKE ALL PAYMENTS DUE THE ASSOCIATION MAY RESULT IN TERMINATION OF WATER SERVICE; A LIEN ON CUSTOMER'S PROPERTY; AND TERMINATION OF CUSTOMER'S MEMBERSHIP INTEREST IN THE ASSOCIATION.

CUSTOMER:

Signature

Printed Name

ASSOCIATION:


Signature

EDWARD A. DODGE
Its President



Readfield Corner Water Association
PO Box 231, Readfield, ME 04355
Tel. 207-377-2712
email: winutil2@fairpoint.net

MEMBER CONTACT FORM

In an effort to update our Membership files, we are asking you to provide the following information and return it in the enclosed Self Addressed Stamped Envelope at your earliest convenience. Thank you.

CERTIFICATE #: 20

LOCATION: 1151 Main St. (Library)

MEMBER NAME(S) _____

MAILING ADDRESS: _____

TEL #: _____

CELL #: _____

EMAIL: _____

(we respect your privacy and will not share or sell this information)

Check here if you wish to receive your quarterly water bill and membership correspondence via email.

READFIELD CORNER WATER ASSOCIATION USERS AGREEMENT

This Agreement is made and entered into as of _____ between the Readfield Corner Water Association, a non-profit Maine corporation providing water service in Readfield, Maine (hereinafter "Association") and _____ of Readfield, Maine (hereinafter "Customer"), whose property address is 1151 Main St, and mailing address is _____ (Library)

Whereas, Association and Customer both desire that Association provide water service to Customer in accordance with the Association's Rules and Regulations;

Now therefore, it is agreed as follows:

1. The Association agrees to issue Customer a Membership Certificate as provided in the Association By-Laws. In the event the Customer is a for profit corporation, the Membership Certificate shall be issued to the officer of the corporation signing the Agreement.
2. Association agrees to provide, and Customer agrees to purchase water service to be provided, in accordance with the Association's Rules and Regulations, as amended in the future from time to time. The Parties agree to comply with the Rules and Regulations, as amended in the future from time to time. The current version of the Rules and Regulations are available to all Association Members upon request. Any new member(s) will be provided with said Rules and Regulations upon initial signing of this agreement. The parties agree that any future amendments to the Rules and Regulations will also be incorporated herein without any written amendment to this Agreement.

NOTICE: A FAILURE BY CUSTOMER TO COMPLY WITH THE ASSOCIATION'S RULES AND REGULATIONS AND MAKE ALL PAYMENTS DUE THE ASSOCIATION MAY RESULT IN TERMINATION OF WATER SERVICE; A LIEN ON CUSTOMER'S PROPERTY; AND TERMINATION OF CUSTOMER'S MEMBERSHIP INTEREST IN THE ASSOCIATION.

CUSTOMER:

Signature

Printed Name

ASSOCIATION:

Edward A. Dodge
Signature

EDWARD A. DODGE
Its President



MEMBERSHIP CERTIFICATE
READFIELD CORNER WATER ASSOCIATION

No. 3

This is to certify that **Town of Readfield (Fire Department)** is a member of the Readfield Corner Water Association, and the holder of one fully paid membership certificate therein.

This membership certificate **No. 3**, is issued and accepted in accordance with, and subject to, the conditions and restrictions stipulated in the Articles of Association and By-Laws, and amendments to the same of the **READFIELD CORNER WATER ASSOCIATION**.

Transfers of membership certificates shall be made only on the books of the corporation, only to persons eligible to become members, only with the approval of the Board of Directors and only when the member transferring is free from indebtedness to the corporation.

Each member of the Readfield Corner Water Association shall have one and only one vote, no member shall be permitted to vote by proxy.

If any member desires to withdraw from the Readfield Corner Water Association, their certificate may only be purchased by the Directors by paying them the original purchase fee.

Every member, upon becoming a member of this Association; agrees to sign such agreement for the purchase of water from the corporation as may, from time to time, be provided and required by the corporation.

IN WITNESS WHEREOF, the said **READFIELD CORNER WATER ASSOCIATION** has caused this certificate to be signed by its duly authorized officers, and sealed with the corporate seal of the Association, this **5th** day of **August**, 2014.

ATTEST:

Shirley M. White
PRESIDENT

Cecilia Stenger
SECRETARY



MEMBERSHIP CERTIFICATE
READFIELD CORNER WATER ASSOCIATION

No. 20

This is to certify that **Town of Readfield (Library)** is a member of the Readfield Corner Water Association, and the holder of one fully paid membership certificate therein.

This membership certificate No. 20, is issued and accepted in accordance with, and subject to, the conditions and restrictions stipulated in the Articles of Association and By-Laws, and amendments to the same of the READFIELD CORNER WATER ASSOCIATION.

Transfers of membership certificates shall be made only on the books of the corporation, only to persons eligible to become members, only with the approval of the Board of Directors and only when the member transferring is free from indebtedness to the corporation.

Each member of the Readfield Corner Water Association shall have one and only one vote, no member shall be permitted to vote by proxy.

If any member desires to withdraw from the Readfield Corner Water Association, their certificate may only be purchased by the Directors by paying them the original purchase fee.

Every member, upon becoming a member of this Association; agrees to sign such agreement for the purchase of water from the corporation as may, from time to time, be provided and required by the corporation.

IN WITNESS WHEREOF, the said READFIELD CORNER WATER ASSOCIATION has caused this certificate to be signed by its duly authorized officers, and sealed with the corporate seal of the Association, this *17th* day of *August*, 2014.

ATTEST:

[Signature]

PRESIDENT

[Signature]

SECRETARY

#12

Other (if Needed)

12. Other

Road Maintenance RFP

At the previous meeting, the Select Board requested a draft RFP be prepared for several road maintenance tasks on different roads.

Please see the attached draft RFP. This was also sent to the Road Committee for review and possible comments at the Select Board meeting.

The Select Board also could review the draft RFP in reference to the Purchasing Policy. The policy states that for all major road construction/reconstruction projects that an RFP process will be used or alternatively the Town could act as general contractor. For all road maintenance work over \$5,000 the Town Manager should solicit written quotes (not an RFP) from at least three contractors. The Town Manager can also use the contractor rate sheets to hire contractors, presumably for work under \$5,000.

In the case of this year's road maintenance work, an RFP is not necessary according to the purchasing policy, though the Select Board has the authority to waive its own policy. Sealed quotes solicited from at least three contractors would suffice. This could streamline the process for less expense in advertising and management time, as well as Road Committee and Select Board time. The draft RFP could be used though, according to the Board's preference.

As another example, sealed quotes will be sought for crack sealing as that probably will be over \$5,000. This was discussed previously as another possible RFP, but appears not to be necessary under the Purchasing Policy.



TOWN OF READFIELD

8 OLD KENTS HILL ROAD • READFIELD, MAINE 04355

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

Email: Readfield@roadrunner.com

- DRAFT ONLY -

REQUEST FOR PROPOSALS

ROAD RECONSTRUCTION SERVICES

I. INTRODUCTION - The Town of Readfield, Maine (hereinafter, the "Town") is seeking sealed Proposals for Road Maintenance Services. There will be a mandatory pre-bid meeting for all Proposers at 9:00 AM Monday, August 18, 2014 at the Readfield Town Office. All Proposals are to be submitted in sealed envelopes marked "ROAD MAINTENANCE SERVICES" to the Town Office, 8 Old Kents Hill Road, Readfield, Maine 04355, by **1:00 p.m. on Monday, August 25, 2014**. Any Proposal received after this scheduled opening time shall not be considered.

The Road Committee will review all proposals at 4:00 PM on Monday, August 25, 2014. The Select Board will review all proposals and consider any Road Committee recommendations for contract award(s) at a meeting starting at 6:30 PM, Monday, August 25, 2014. Winning contractor(s) will be expected to sign contract(s) on Tuesday, August 26, 2014.

The Proposal must be signed by the Proposer with its full name and address and enclosed in a sealed envelope. Questions regarding this Request for Proposals should be directed toward the Town Manager. All questions by prospective proposers pertaining to this Request for Proposals must be received, in writing, by the Town Manager at least five (5) days before the date set for the opening of the Proposals. Any questions which, in the opinion of the Town Manager, requires interpretation, will be addressed by a written interpretation in the form of a numbered Addendum, sent by registered mail to each person or firm who has taken out a Request for Proposal not later than three (3) days prior to the scheduled opening of the Proposals. Addenda issued later than three (3) days prior to the scheduled opening of the Proposals may be by telephone. Proposers shall acknowledge receipt of all Addenda in the space provided thereof in the Proposal Form, whether the Addenda are in response to questions or otherwise issued by the Town and whether the Addenda are received by mail or telephone.

Each Proposer is required to state in its Proposal: the Proposer's name and place of business and the names of persons or parties interested as principals with it; that the Proposal is made without any connection with any other Proposer making any proposal for the same Services; and that no person acting for or employed by the Town is directly or indirectly interested in the Proposal or any agreement which may be entered into to which the Proposal relates or in any portion of the profits therefrom.

The successful Proposer shall be required to sign an agreement substantially similar to the standard Town Services Agreement, a copy of which is attached hereto as Exhibit 1. Before commencing work under the Services Agreement, the successful Proposer shall produce evidence satisfactory to the Town that it and its subcontractors, if any, have secured public liability, automobile and workers' compensation insurance coverage as set forth in Exhibit 1. Each Proposer must inform itself of the conditions relating to the area in which the Services shall be performed. Failure to do so will not relieve a successful Proposer of its obligations to furnish all equipment, material and labor necessary to carry out the provisions of the Agreement and to complete the contemplated work for the consideration set forth in this Request for Proposals. The Town disclaims any and all responsibility for injury to Proposers, their agents or others while examining the work site or at any other time. Proposers are responsible for all of their costs in preparing and submitting proposals hereunder. No Proposals may be withdrawn within a period of thirty (30) days after the opening of bids. Proposers must submit six copies of the proposals.

Each Proposer must be current in personal property tax payments to the respective municipality where the firm is located or provide a letter from the municipality stating the Proposer is in good standing related to personal property tax payments.

Each Proposer must abide by the Town of Readfield's prohibitions against workplace violence, sexual harassment, and political activities in Readfield while working in Readfield.

- 1) SCOPE OF SERVICES – The Scope of Services hereunder is described in the Specifications attached hereto (hereinafter, the “Services”) with different services by road.
- 2) GENERAL – The Proposal must include all equipment and labor necessary to perform the Services and must state the name of the person(s) or entity (entities) owning the equipment and/or providing the personnel that forms the basis for its proposal. The Town will provide all materials separately. All Services to be furnished to the Town shall be performed with equipment, methods and use of personnel in accordance with the pertinent Occupational and Safety and Health Act requirements of the State of Maine and the United States.
- 3) ACCEPTANCE/REJECTION – The Town reserves the right to waive any informalities in proposals, to accept any proposal and to reject any or all proposals, should it be deemed in the best interest of the Town to do so.

Date: August 12, 2014

By: _____
Stefan Pakulski, Town Manager

Important RFP Dates:

Mandatory Pre-Bid Meeting: 9:00 AM, Monday, August 18, 2014
Bids Due: 1:00 PM, Monday, August 25, 2014
Bids awarded or rejected at Select Board meeting starting: 6:30 PM, Monday, August 25, 2014
Contract(s) signed: Tuesday, August 26, 2014.
Completion Date-Weather permitting: September 30, 2014.

SCOPE OF SERVICES

The Town of Readfield seeks the following Road Maintenance Services on the respective roads:

Plains Road – ditching on the south side only, approximately 4,315' from the high point of the road to the rip-rap at the wetland near the railroad crossing. Some areas will require less or more ditching, as appropriate. Curlex erosion control matting shall be installed, and/or mulch hay, plus conservation grass mix applied to all disturbed soil areas by the end of each work day. The Town will provide all erosion control materials and grass mix separately. Shoulders will be reshaped, preserving existing shoulder material as much as possible while allowing suitable drainage from the road surface to the ditch. A transit should be used to insure appropriate downhill slopes of the ditch between culverts. All culverts should be cleared as much as possible of any debris or buildup of soil, gravel and vegetation. See attached road standards for ditches which should be followed as much as practicable.

Gay Road - ditching on the south side only, from the Plains Road to the second utility pole. Some areas will require less or more ditching, as appropriate. Curlex erosion control matting shall be installed, and/or mulch hay, plus conservation grass mix applied to all disturbed soil areas by the end of each work day. The Town will provide all erosion control materials and grass mix separately. Shoulders will be reshaped, preserving existing shoulder material as much as possible while allowing suitable drainage from the road surface to the ditch. A transit should be used to insure appropriate downhill slopes of the ditch. Several large rocks will be removed or set back to the edge of the right of way. Brush and small trees encroaching on the ditch shall be removed. All culverts should be cleared as much as possible of any debris or buildup of soil, gravel and vegetation. The road standards for ditches should be followed as much as practicable.

Chase Road – ditching both sides, approximately 2,330' from Church Road to Thundercastle Road. Some areas will require less or more ditching, as appropriate and possible, given the existence of ledge at many locations. Curlex erosion control matting shall be installed, and/or mulch hay, plus conservation grass mix applied to all disturbed soil areas by the end of each work day. The Town will provide all erosion control materials and grass mix separately. Shoulders will be reshaped, preserving existing shoulder material as much as possible while allowing suitable drainage from the road surface to the ditch. A transit should be used to insure appropriate downhill slopes of the ditch between culverts. All culverts should be cleared as much as possible of any debris or buildup of soil, gravel and vegetation. The road standards for ditches should be followed as much as practicable. A sink hole near Church Road shall be excavated and repaired. A driveway culvert at 65 Chase Road will be replaced. The Town will provide a new HDPE plastic culvert separately (if needed). A metal cross culvert shall be removed and a 40' x 18" HDPE plastic culvert shall be installed at the Thundercastle Road intersection apron and curve toward the continuation of Chase Road. The Town will provide the new culvert separately. *All work on the Chase Road must be completed before a shim and overlay paving project this year.*

P Ridge Road – Limited ditching from the Lane Road to Nickerson Hill Road, and clearing of both ends of the cross culvert in this section. Curlex erosion control matting shall be installed and conservation grass mix applied to all disturbed soil areas by the end of each work day. Shoulders will be reshaped, preserving existing shoulder material as much as possible while allowing suitable drainage from the road surface to the ditch.

South Road – a rock shall be removed from the road, and the area will be prepared for paving afterward.

Curbing preparation – On selected areas of Old Kents Hill Road, remove broken and old curbing as directed, move soil and gravel two feet back from the edge of pavement (or as close to this as possible). *This work must be done prior to the paving on Old Kents Hill Road.* After new curbing is installed, backfill, loam and seed as needed. Follow appropriate erosion control standards throughout.

Contractors shall be responsible for the following services and materials on each road:

- Install erosion control measures where needed upon starting each road project.
- Remove high shoulders and shape for appropriate drainage.
- Clean ditches to appropriate depth and shape, given local site conditions. All ditching to include seed, mulch, and mat (Curlex) where needed.
- Clean out ends of all culverts.
- Replace culverts as indicated on specific roads, including rip-rap if needed.
- Control traffic appropriately (including signage and flaggers) during construction contract.

All work shall be done according to MDOT specifications, DEP Best Management Practices and according to further directions by the Road Commissioner or his designee as needed. The Town will be responsible for updating all Dig Safe road project tickets with the winning contractor(s) name(s). All mail boxes and private signs will be the responsibility of property owners to replace or reset.

Weather permitting, all work shall be completed by September 30, 2014, unless agreed to in writing by both parties of this agreement.

All proposers are encouraged to review conditions on each road. There will be a mandatory pre-bid meeting at the Readfield Town Office at **9:00 AM on Monday, August 18, 2014.**

Readfield Road Maintenance Proposal Form:

Proposer's name: _____

Address of business: _____

Names of principals: _____

Proposers may provide bids for maintenance services on any single road, or any combination of roads, or on all roads. Proposers may also provide a lump sum for all roads or any combination of roads. The Select Board could consider separate contracts for each road project.

Base bid for maintenance services on each road:

- Plains Road: _____
- Gay Road: _____
- Chase Road: _____
- P Ridge Road: _____
- South Road: _____
- Old Kents Hill Road: _____

The Town will furnish all needed plastic culverts and erosion control materials. The contractor will be responsible for picking up these materials at the Transfer Station and installing them.

Addenda receipt acknowledgement: _____

This Proposal is made without any connection with any other Proposer making any proposal for the same Services; and that no person acting for or employed by the Town is directly or indirectly interested in the Proposal or any agreement which may be entered into to which the Proposal relates or in any portion of the profits therefrom.

Signed and dated: _____

EXHIBIT 1.

SERVICES AGREEMENT

ROAD MAINTENANCE SERVICES

THIS AGREEMENT is made this _____ day of August, 2014 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 "OWNER") and _____ (hereinafter "CONTRACTOR").

The CONTRACTOR shall furnish all of the services, materials and perform all of the work as described in the Request for Proposals and Specifications entitled: Request for Proposals for Road Maintenance Services issued August 12, 2014 by the Town Manager, and shall do so in accordance with the Contractor's Proposal dated _____, 2014.

The CONTRACTOR must 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 financial resources sufficient to satisfy the requirements of the Workers' Compensation Act.

The CONTRACTOR will provide to the TOWN a Certificate of Insurance naming the TOWN as an additional insured prior to the start of any work under this agreement. The TOWN disclaims any and all responsibility for injury or damages to the CONTRACTOR, its agents, or others at any time during this agreement.

The CONTRACTOR must be current in personal property tax payments to the respective municipality where the firm is located or provide a letter from the municipality stating the CONTRACTOR is in good standing related to tax payments.

The CONTRACTOR agrees to abide by the Town of Readfield's prohibitions against workplace violence, sexual harassment, and political activities in Readfield while working in Readfield.

The TOWN shall remit to the CONTRACTOR fifty percent (50%) of the total payment of \$_____ by the first warrant following satisfactory completion of half of all services. The remaining balance of fifty percent will be due by the first warrant following satisfactory completion of all services. The TOWN reserves the right to withhold payment should it be determined that the CONTRACTOR has not performed the services required as stated in the SCOPE OF SERVICES.

Witness

Town

By: _____

Stefan Pakulski, Town Manager

Witness

CONTRACTOR

By: _____

Its: _____

#13

**Members of
the public**

#14

Poverty Abatement (Executive Session)

14. Poverty abatement application

Please see attached guidance for reviewing poverty abatement applications. The application and other background materials will be provided in executive session. The applicant will be available to meet with the Select Board.

The purpose of the requested Executive Session is to review a Poverty Abatement application, which must be done in Executive Session. The following information from MMA should guide the Board in this process:

I. Generally

Under 36 M.R.S.A. § 841, municipalities may abate (forgive) a property tax for "error or mistake," including illegality or irregularity (§ 841(1)), or for reason of "infirmity or poverty" (§ 841 (2)). This latter section authorizes the municipal officers, "on their own knowledge or on written application," to "make such abatements as they believe reasonable in the real and personal taxes on all persons who, by reason of infirmity or poverty, are in their judgment unable to contribute to the public charges." See 36 M.R.S.A. § 841(2).

Although at first glance § 841 (2) appears succinct and straightforward, it provides very little in the way of guidance on the question of when to grant a poverty abatement. As a result, a review of relevant case law and an understanding of General Assistance (GA) financial analysis are essential for a thorough understanding of poverty abatements (see Sections III and IV below).

II. Statutorily Required Procedures

While the statute does little to explain the operation of the eligibility standard that governs a poverty abatement application, it does provide procedures to guide the review of applications for poverty abatements. In summary, § 841 (2) provides that:

- An applicant (anyone) may apply for an abatement within 3 years from the date the taxes are committed (although municipal officers may extend the 3-year period);
- The municipal officers must provide that any person who indicates an inability to pay all or part of assessed taxes will be informed regarding their right to apply for an abatement;
- Individuals making applications for abatement must receive assistance in filing an application (this assistance however, does not reduce the applicant's burden of proof);
- Application forms for requesting an abatement based on poverty or infirmity must be made available to applicants and must contain notice that a written decision shall be made within 30 days of the date of application;
- Municipal officers must provide persons the opportunity to apply for an abatement during normal business hours;
- Municipal officers must maintain the confidentiality of "all applications, information submitted in support of the application, files and communications relating to an application for abatement and the determination on the application for abatement";
- Poverty abatement hearings and proceedings must be held in executive session;
- Municipal officers must provide persons applying for abatement written notice of their decision within 30 days of application; and

- Any decision on an application for poverty abatement must provide the applicant with the specific reason or reasons for the decision and must inform the applicant of the right to appeal and the procedure for requesting an appeal.

III. Case Law

As previously mentioned, the statute (§ 841 (2)) does not set forth an explicit eligibility standard for poverty abatement determinations. Therefore, it is necessary to rely on existing case law for guidance. The following selected principles derived from Maine Supreme Court cases may lead to a clearer understanding of poverty abatements:

- Although the law says municipal officers "may" grant abatements as they think reasonable, "may" will mean "shall" in cases where the word "may" is used for the purpose of imposing a public duty upon public officials for the sake of the public good (such as where an applicant's poverty is indisputable). *Schwanda v. Bonney*, 418 A.2d 163 (Me. 1980).

- Applicants seeking a poverty abatement have the burden of proving that they are eligible for the abatement. It is not the municipal officers' responsibility to prove that applicants are not entitled to an abatement. *Joyce v. Town of Lyman*, 565 A.2d 90 (Me. 1989).

- To obtain a poverty abatement, an applicant has the burden of proving that by reason of poverty or infirmity, the applicant is unable to contribute to the public charges. 36 M.R.S.A. § 841 (2); *Macaro v. Town of Windham*, 468 A.2d 604 (Me. 1983); *Joyce v. Town of Lyman*, 565 A.2d 90 (Me. 1989); and *Gilmore v. City of Belfast*, 580 A.2d 698 (Me. 1990).

- The purpose of 36 M.R.S.A. §841 (2) (which is not clearly stated in the statute) is "to prevent towns from forcing the sale of property in order to collect taxes from those otherwise unable to pay." Therefore, while an applicant may possess a valuable asset such as a house, that applicant still may have no ability to pay property taxes, so that a municipality may not rely on the mere existence of the asset to deny a poverty abatement. The municipality instead must look to an applicant's realistic financial capacity to pay his or her taxes *Macaro v. Town of Windham*, 468 A.2d 604 (Me. 1983).

- An applicant is only eligible for a poverty tax abatement for the tax year(s) in question and for the period subsequent to the application if the applicant shows no capacity to pay the taxes during that time. Thus, if an applicant was indigent at the time of application but not so during the tax year in question, the applicant would not be eligible. Further, if an applicant was indigent during the tax year in question but then at time of the poverty abatement application became able to pay the taxes due, that applicant also would be ineligible. *Gilmore v. City of Belfast*, 580 A.2d 698 (Me. 1990).

- A purchaser under a "land installment agreement" lacks standing to seek a poverty abatement of taxes on this property, even though the agreement may make the purchaser responsible for the payment of taxes, since the legal ownership of the property at issue remains with the seller. *Mason vs. Town of Readfield*, 1998 ME 201, 715 A.2d 179.

- The amount of a Circuit Breaker Program rebate received by the taxpayer should be applied to the amount of tax due before determining the amount of the poverty abatement. The Superior Court stated that "the Legislature left such determinations to the commissioners' independent judgment" and that there was support in the statutes for such a determination. 36 M.R.S.A. § 844, § 6216; *Sager v. Town of Bowdoinham*, 2004 ME 40, 845 A.2d 567.

- The Legislature in 2005 amended 36 M.R.S.A. §841(2) to provide that the municipal officers may only grant abatements of taxes "on the primary residence of" infirm or impoverished applicants. That amendment was a legislative reversal of the Law Court's holding in the 2004 case of *Hustus v. Town of Medway*, 2004 ME 41, 845 A.2d 563. *Hustus* had provided that a poverty abatement could be granted for an entire property even though a portion of it was dedicated to commercial use.

IV. Determining Eligibility

Poverty: Despite the fact that the statute includes both "infirmity" and "poverty" as eligibility criteria, the real issue is "poverty." That having been said, it is important to recognize that Maine's poverty abatement scheme contains no specific formula for determining poverty, or the inability to contribute to the public charges. Municipal officers have some latitude regarding such determinations, but the test most generally used and accepted by municipal counsel is whether a person's reasonable expenses outweigh that person's income (as determined on the basis of a General Assistance-like financial assessment).

Property: As discussed above, 36 M.R.S.A. §841(2) now provides that poverty abatements are only available on an applicant's primary residence. However, the statute does not clarify whether the property must be used exclusively as a residence. The statute therefore gives municipal officers little guidance in a situation where an applicant maintains a home occupation out of his or her primary residence. The municipal officers might take the position that any poverty abatement granted be proportional to the percentage of property that is used for residential purposes, or they might take the position that dual-use property is simply not eligible for a poverty abatement. Either position is potentially open to challenge since the courts have not yet considered the amended Section 841(2).

In such instances a municipality may reduce the risk of having a reviewing body or court overturn a denial that results from the nonresidential nature of the property by also determining the merits of the application. There are two principal reasons for doing so. First, after performing the analysis the municipality may establish that the applicant does not qualify for the abatement on financial grounds, and not just because of the nature of the property. Second, there also is an argument that the non-residential property in question might be viewed as an available "resource." Available resources are generally viewed, as items/property, which could be utilized by the applicant to generate funds needed to meet basic necessities (e.g., by selling or mortgaging).

Financial Analysis: A useful starting point is the U.S. DHHS (Department of Health and Human Services) Poverty Guidelines in order to determine whether the applicant meets the federal definition of poverty. However, denying an applicant simply because he or she exceeds these poverty guidelines probably would not be adequate, since this would not establish whether the applicant could in fact "contribute to the public charges" as required by the statute.

Perhaps a more helpful evaluative tool is a modified General Assistance (GA) financial analysis. Such an analysis assists in determining whether the applicant has (or had) sufficient income to meet basic necessities. A GA analysis compares an applicant's income against the applicant's (or household's) actual need and as such may provide a more accurate reading of the applicant's economic situation. By way of example, a family receiving TANF (Temporary Assistance for Needy Families) benefits may be considered over the federal poverty guidelines by virtue of their benefit amount. However, if that family had unforeseen emergency expenses (i.e., a portion of their home burned, a car needed replacement or major medical bills had to be paid), the family might qualify economically under this modified GA financial analysis. A GA-type analysis also will assist in determining whether the applicant failed to make use of available resources, and so may establish that the applicant had been otherwise able to contribute to the public charges. But remember, poverty abatements are not GA and a strict application of the GA rules or GA maximums is therefore not appropriate.

Please refer to the MMA's General Assistance Manual for in-depth guidance on conducting a GA financial analysis. Municipalities may also wish to contact MMA Legal Services 1(800) 452-8762 or DHHS 1(800) 442-6003 with specific questions.

The Application: In addition to the above two program guidelines which assist in the analysis, applicants should be required to complete a poverty abatement application form. A good form will elicit all the basic information about the property in question and the applicant's financial situation for the year(s) in question. All such application forms must include a statement regarding the municipality's obligation to render a written decision within 30 days of receipt of the application.

Period of Inquiry: It is important to keep in mind that when performing a poverty abatement analysis for past taxes, the applicant's current financial situation is only partially at issue—the applicant's economic situation at all times since the taxes were due is central to the analysis. Also, an applicant's current GA eligibility does not automatically render him or her eligible for a poverty tax abatement for a prior tax year.

V. The Decision-Making Process

Section 841 (2) requires that "[h]earings and proceedings held pursuant to [§841 (2)] shall be in executive session." Therefore, a board or council should **make a motion at a public meeting "to enter into executive session to deliberate over an abatement pursuant to 36 M.R.S.A. § 841 (2)."** The motion must be approved by a 3/5 vote and must be recorded. Any deliberation regarding the application should occur in executive

session. The municipal officers may invite other municipal officers to attend provided their attendance is necessary, i.e., they are involved in the case and will provide information. In addition, if the applicant requests to be present during the executive session, he or she may be allowed to attend. A notice (see sample linked above) informing of the fair hearing should be sent to the applicant/appellant. If the applicant is present, he or she should not interfere with the deliberations but may be asked to respond to questions. The board or council cannot make a decision in executive session; the purpose of the executive session is for deliberation only.

After coming out of executive session, the board or council should make a motion such as “I move to grant an abatement of the amount of \$ _____ pursuant to Title 36 M.R.S.A. § 841(2).” The municipal officers’ ultimate decision is a matter of public record, but since poverty abatements are confidential, **the recipient’s name is not included in the public record** (as opposed to a record of abatement of an over-assessment, which is a public record).

Regardless of the outcome, the board must issue a written decision to grant the abatement, deny the abatement or partially grant the abatement within 30 days of the date of application. The written decision must include the specific reasons for the decision and must inform the applicant of his or her appeal rights and of the procedure for requesting an appeal (see sample notice of decision linked above).

Please see the attached Poverty Abatement application, and keep this document strictly confidential. These materials must be returned to the Town Manager after this session. The applicant has been notified, invited and plans to attend the meeting.

#15

Labor

negotiation

update

(executive sessions)

FYI



MAINE MUNICIPAL ASSOCIATION

Risk Management Services

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

Telephone No.

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

DATE: August 4, 2014

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

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

RE: Dividend Payments

We are pleased to announce that the Board of Trustees of the **MMA Workers Compensation Fund** voted at its May 22, 2014 meeting to allow a dividend to the members of the Fund who meet the established criteria. Continuing members whose contributions are greater than \$25,000 annually, whose 2013 loss ratio is less than 40% and whose three-year loss ratio is less than 75% will receive a 7.5% dividend. Continuing members whose contributions are less than \$25,000 annually and whose loss ratio is less than 50% for the three years ending December 31, 2013, will also receive a 7.5% dividend. All losses are valued as of June 30, 2014.

The Board of Directors of the **MMA Property & Casualty Pool** voted at its May 22, 2014 meeting to allow a dividend to current members of the Pool who meet the established criteria. To earn a dividend, a member must have a loss ratio of 50% or less for the qualifying year of July 1, 2012 to June 30, 2013, calculated and valued as of June 30, 2014. Continuing members whose participation began on July 1, 2008 or prior will earn a 5.39% dividend and members who joined after July 1, 2008 will receive a 4.39% dividend.

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

Dividends are being paid in the Workers Compensation Fund and Property & Casualty Pool totaling \$1,199,223. Both governing boards are very pleased with the results of their respective programs and thank you for your support and continued participation. Good management practices and sound loss prevention measures on the part of all of the members have contributed to the success of these programs. Your entity is a big part of this success.

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

PRESS RELEASE
For Immediate Release

Municipal officials are pleased to announce that the **Town of Readfield** has received a **\$1,103** dividend check from the Maine Municipal Association as a result of its good loss experience and loss prevention programs.

The Maine Municipal Association offers three self-funded pools for municipal and quasi-public entities in Maine: the Workers Compensation Fund formed in 1978, the Property & Casualty Pool formed in 1987 and the Unemployment Compensation Fund formed in 1978.

The programs are overseen by governing boards of elected and appointed municipal officials. Each year the boards review the programs' loss experience to determine if dividends may be paid. Patricia Kablitz, Director of Risk Management Services for MMA, said more than 78 percent of program participants received a dividend this year for their good risk management practices and loss experience.

This year the Workers Compensation Fund has distributed almost **\$650,000** in dividends to participants and the Property and Casualty Pool has paid dividends of nearly **\$550,000**, for total payments of over \$1.1 million provided directly to MMA members.

Since 1997, the three programs have returned over to **\$16 million** in dividends to participating members. For more information about any of the MMA Risk Management Services programs, including online training programs and other services, check the offerings on their website at www.memun.org and click on the Risk Management Services link, or call 1-800-590-5583.