



Town of Turner, Maine

11 Turner Center Rd. Turner, Maine 04282 – 207-225-3414 - www.turnermaine.com

Board of Selectmen Meeting

Monday, July 7, 2014

6:30 p.m.

1. Call to Order and Pledge of Allegiance.

2. Adjustments to the Agenda – *Adjusting the order of the agenda or adding/subtracting items requires a majority vote from those Selectmen present. For action to be taken on an adjusted item, the full Board must be present to vote.*

3. Fly Complaints/Update – MOARK.

4. General Assistance Public Hearing.

5. Old Business: 5-1: Fish Street FEMA Project; 5-2: Leavitt Institute Sign; 5-3: BQMC Septic – Site Evaluator Proposals

_____ Motion _____ Second

6. Public Works Report: 6-1: Regular Monthly Report

_____ Motion _____ Second

7. Town Manager’s Report: 7-1: General Assistance Maximums; 7-2: Tri-Town Meeting – September 11 or 18 (both Thursdays) in Greene; 7-3: Thomas Verrill (Sealer of Weights and Measures) Resignation; 7-4: June Financial Statements; 7-5: Longevity Pay Order; 7-6: Pay Order-Public Works Director

_____ Motion _____ Second

8. Fire Department Report: 8-1: Request for Authorization to Purchase Tanker Truck

9. Liaison Report: Road Committee, Fire, Rescue, Transfer/Recycling, Planning Board, Leavitt Institute, Other Buildings/Boards/Committees

10. Consent Agenda:

Minutes from 6/19/14 _____ Veteran’s Exemption _____ Abatement/Supplement _____

Disbursement Warrants (AP/PR) AT Appointment of Selectman to Review Next Warrant KY

Minutes from 6/20/14 _____

11. Discussion – Ambulance Service

_____ Motion _____ Second

12. Adjournment

_____ Motion _____ Second

Board of Selectmen Meeting
Monday, July 7, 2014
6:30pm

1. **Call to Order and Pledge of Allegiance:** Mr. Kurt Youland called the meeting to order at 6:30pm and the Pledge of Allegiance to the flag was said. Present: Mr. John Moultrie, Mr. Ralph Caldwell, Mr. Kurt Youland, Mr. Richard Keene, Mr. Angelo Terreri, and Mr. Kurt Schaub. Guest: John Arsenault, Ralph Conant, Beverly Conant, Gerald Moulin, Joyce Moulin, Edna Richardson, Eugene Richardson, Jerome Seamans, Charlie Mock, Michael Arsenault, Kelly Cooper-Arsenault, George Farris Jr., Gayle Farris, and Warren Hood.
2. **Adjustments to the Agenda:** Add July 4th as 5-4.
3. **Fly Complaints/Update – MOARK:** The number of complaints have substantially declined. The Board visited MOARK on June 25th and was given a tour by Skip Hagy and Ken Gruver. One of the manure storage barns is completely empty, and they had a loader mixing wood shavings with the material in the other. A number of coops that were wet have since been cleaned out and they are reviewing their drainage situation to see how conditions can be improved. Many residents attending tonight's meeting commented on how the fly problem has gotten much better, but are concerned about what may happen next spring. Would like to have something in place to start these measures mentioned above earlier so that the Town does not encounter this same issue in the spring. Mr. Kurt Youland suggested that the Town approach MOARK in January to discuss starting these measure.
4. **General Assistance Public Hearing:** This is the annual process of updating our local benefit standards, consistent with state requirements. At this time we are only being asked to update Appendix A, which is the maximum level of household income and benefits allowed per applicant, per month, depending upon the size of the household. The increase for this year for Androscoggin County was 1.5 percent.
5. **Old Business:** **5-1: Fish Street FEMA Project:** The required applications to both Maine Department of Environmental Protection and the Army Corps of Engineers have been submitted. FEMA has granted our extension request for the work to be completed, we now have until November 20th to wrap everything up. We now have the necessary engineering drawings to begin the bid process for the work. The Board has requested to see the Bid Specs before they go out to bid. **5-2: Leavitt Institute Sign:** Mike Spugnardi installed the new sign. Jeff Stewart matched the Town's \$500 towards the sign. **5-3: BQMC Septic:** Proposals from seven individuals/firms have been solicited, received proposals from three, Green Environmental, Survey Works, Incorporated, and Main-Land Development Consultants, Inc. Motion and second to move ahead with Survey Works. Unanimous vote. **5-4: July 4th Celebration:** Mr. Richard Keene felt need to look at more

volunteers for next year's Fire Works. Mr. Keene put up all the no parking signs and took them down and feels there needs to be more help next year.

- 6. Public Works Report: 6-1: Regular Monthly Report:** Culverts were replaced on the following roads: East Hebron Rd, Johnson Hill Road, Outlook Drive and Little Wilson Hill Road. Cold mix production started on June 26th and finished on June 30th. 2500 tons were produced. Mr. Moultrie completed the process of obtaining quotes for replacement of the 2004 Sterling wheeler which is now out of service. Looked at local dealers, presented them with specifications and obtained five quotes. The only dealer that had a cab and chassis on the ground that met our specifications was Portland North. Original quote on this truck, was \$118, 225.00, Mr. Moultrie was able to haggle it down to \$114,530.00. To outfit the truck a quote was obtained from H.P. Fairfield for \$68,451.00, asked Travis Baker to see what he could do to lower that quote and he came back with a new quote of \$66,888.00. Total price for the truck with a delivery date of November 1, would be \$181,418.00. Motion and second to purchase truck spending no more than \$181,418.00. Unanimous vote.
- 7. Town Manager's Report: 7-1: General Assistance Maximums:** Addressed in article #4. **7-2: Tri-Town Meeting – September 11 or 18 (both Thursdays) in Greene:** Motion and second to have meeting on September 18th. Unanimous vote. **7-3: Thomas Verrill (Sealer of Weights and Measures) Resignation:** Most towns have turned this responsibility over to the state, and their program operates out of the Quality Assurance Bureau in the Department of Agriculture, Conservation and Forestry. Mr. Schaub has reached out to them and is awaiting word on what the town would need to do to make the transition. **7-4: June Financial Statements:** Mr. Schaub found it very troubling that several significant budgets had not been entered in the fiscal 2014 system, so he went ahead and put them in. All budgets are normally entered at tax commitment time and expenses and revenues must be in balance. Now there is reports that are more useful. There are some structural changes that Mr. Schaub would like to suggest for our financial statements/chart of accounts that should make them more useful as we move forward. Board asked Mr. Schaub to bring back an example of the changes for their review. **Administration:** Regular salaries – this line is over by \$5,241.00. The initial budget proposal called for an increase of \$21,613.00 or 14 percent. This proposal was quickly dismissed in favor of funding an overall two percent increase – which is exactly how the math works out. Two things changed that, for starters, the former Town Manager was paid an annual salary of \$45,000.00 during fiscal 2013, but at the end of July, his salary was increased to \$50,000, which is a 12 percent increase. Secondly, the Treasurer was earning \$12.50 per hour in fiscal 2013 and working two days a week, at the start of fiscal year 2014, the wage was increased to \$17.00 and hours were doubled. **Social Security and Medicare:** These are over by \$2,346.00. It is apparent that these were based on the combined total of regular salaries, temporary salaries and overtime, the taxable value of flex benefits paid to employees should have been a part of the calculation but was not. **Audit Expenses:** Overage of \$2,975.00, which should not repeat itself given the increased budget for fiscal

2015. **Legal Services:** Over by \$3,715.00 due to a greater than anticipated amount of work required on a single matter. **Building Maintenance:** Line exceeded by \$1,648.00, which is mostly due to installing alarm panic buttons at the clerk windows and re-keying the locks in the Town Office. **Postage:** Over by \$2,543.00, second half tax reminder notices contributed to a portion of this, those will not be sent again. **Registry of Deeds:** Last October, the recording and discharge fees for liens increased from \$13.00 to \$19.00 each. Motion and second to use contingency in the amount of \$14,388.23 for overdrafts in Administration. Unanimous vote. Motion and second to use \$500 from contingency for the Town's portion of the new Leavitt Institute Sign. Unanimous vote. **7-5: Longevity Pay Order:** Previously approved, just need Board's signature. **7-6: Pay Order-Public Works Director:** Previously approved, just need Board's signature.
- 8. Fire Department Report: 8-1: Request for Authorization to Purchase Tanker Truck:** Intent to find letter submitted from Mr. Michael Arsenault, Fire Chief. Requesting approval to begin the process of searching for a used tanker truck to replace the current tanker truck which has been giving the department issues over the last couple of years and is currently out of service with brake issues. Motion and second to allow search. Unanimous vote.
- 9. Liaison Report: Road Committee:** Ad going in paper for temporary help. **Fire/Rescue:** Nothing, **Transfer/Recycling:** Nothing, **Planning Board:** Credit Union project approved. **Leavitt Institute:** Nothing, **Other Buildings/Boards/Committees:** Nothing
- 10. Consent Agenda:** Motion and second to approve consent agenda. Unanimous vote.
- 11. Discussion – Ambulance Service:** Motion and second to enter into an Executive Session M.R.S.A. 1 405(6) (A) Personnel Matters at 8:30pm. Unanimous vote. Motion and second to exit Executive Session M.R.S.A. 1 405(6) (A) at 9:30pm. Unanimous vote.
- 12. Adjournment:** Meeting adjourned at 9:45pm.

Respectfully submitted,
Rebecca M. Allaire

NAME	Address	Phone #
JOHN ARSENAULT	52 BRADFORD RD	225-2712
Ralph Conant	2147 Auburn Rd	224-7886
Beverly Conant	2147 Auburn Rd	224-7886
George Madrin	21 Madrin Lane	225-3218
Edna Richardson	2066 Auburn Rd.	224-7828
Eugene Richardson	2066 AVISV + rd	224-7828
James Seward	208 HARLOW HILL RD	225-3362
CHARLIE Mock	46 CLARK HILL RD, HOLDEN ME	843-5255
Michael Arsenault	21 MASON ROAD TURNER ME	740-6044
Kelly Cooper-Arsenault	21 MASON RD TURNER ME	212-7498
George FARRIS JR	221 Allen Pond rd. Green	946-5316
GAYLE FARRIS	221 ALLEN Pond rd. Green	946-5316
Warren Hood	105 Hood Drive Turner	7541853



June 27, 2014

Kurt E. Schaub, Town Manager
Town of Turner
11 Turner Center Road
Turner, ME 04282

RE: Letter of Agreement - Replacement Subsurface Wastewater Disposal System Design Application (HHE-220)
Boofy Quimby Memorial Hall – 96 Howes Corner Road, Turner - Map 89-1 Lot 18

Mr. Schaub,

This letter of agreement is to confirm our understanding of the terms and objectives of our engagement and nature of the services Survey Works, Inc. (SWI) will provide in regards to the above referenced matter.

Scope of Services

SWI is to provide qualified personnel to conduct a site evaluation. The SWI personnel will utilize his experience as a Licensed Site Evaluator to perform said task. Observation will be conducted using a hand (Dutch) auger. Should this method prove unsatisfactory to complete the assigned task, it is understood that backhoe observation/excavation may be necessary. If so, all expenses and coordination of the backhoe will be the responsibility of the Town of Turner. Provided that suitable soils are found to support a non-engineered subsurface wastewater disposal system, SWI will provide a septic design and 5 copies of the HHE-200 forms.

Cost Estimate

SWI proposes a lump sum contract price of \$875.00 to provide the work outlined in the Scope of Services. Any additional work requested will be billed on time and material bases as outlined in the enclosed *Standard Fee Schedule*.

Payment Terms

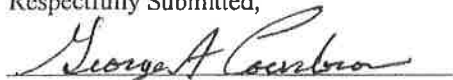
(Cash, Check, Mastercard, Visa, & Discover Cards Accepted)

Payment is due upon receipt of invoice. Statements for any additional work not included in the scope of services referenced above, will be submitted upon completion of the work and must be paid upon receipt of invoice. Please see our enclosed *Standard Fee Schedule* and *Terms and Conditions* for information on past due accounts.

Scheduling

We hope to complete this project within four (4) weeks from commencement of work. *This proposal, as written, is valid for 30 days.*

Respectfully Submitted,


George A. Courbron PLS, SE

I have reviewed this agreement and by signing below, I acknowledge my full and complete understanding and acceptance of the terms contained herein. I acknowledge that this constitutes a binding contract between us once signed and that I had the opportunity to seek independent legal or other professional counsel prior to signing this proposal/agreement. Please return a signed copy of this contract to SWI.

Accepted this _____ day of _____, 2014

Approved By: _____

Print/Type Name: _____

528 River Road
Greene, ME 04236-4103
Tel. (207) 946-4480
Fax (207) 946-4483

Standard Fee Schedule
As of January 30, 2013

Senior Professional Land Surveyor/Engineer	\$85.00 hour
Senior Professional Land Surveyor with Survey Tech.	\$140.00 hour
Senior Survey Technician	\$75.00 hour
Junior Survey Technician	\$55.00 hour
Wetland Scientist/Delineator	\$55.00 hour
Survey Crew (2 man crew)	\$85.00 hour
Survey Work (3 man crew)	\$130.00 hour
Surveying Equipment & Vehicle	\$100.00 day / \$50.00 1/2 day
Global Positioning System (GPS)	\$100.00 day / \$50.00 1/2 day
Robotics Total Station	\$200.00 day / \$100.00 1/2 day
Computer Workstation with CAD Software	\$20.00 hour
Mileage	\$00.50 / mile
Monuments:	
Iron Rods	\$15.00 each
Granite Monuments (if required)	\$100.00 each
Drill Hole (use of specialized stone drill)	\$25.00
Direct Expenses:	Cost Plus 15%
Printing Costs:	
8 ½ x 11"	\$00.25
11 x 17"	\$00.33
22 x 32"	\$00.66/page
24 x 36"	\$00.66/page

Direct Expenses include permit fees, subcontractor costs, extraordinary printing charges and other costs directly attributable to the project. They do not include postage, supplies, and other costs normally associated with doing business. These latter costs are absorbed in the overhead rates included in the labor fees.

When SWI staff appears as an expert witness at court trials, arbitration hearings, mediation and depositions, their time will be charged at \$250.00 per hour. Communication between SWI staff and legal counsel representing the SWI client will be billed at our customary Professional Review rate of \$85.00 per hour.

Terms & Conditions As of January 1, 2013

Fees and Payment: Client shall compensate SurveyWorks, Inc. (SWI) in accordance with the payment methods, rates, and charges set forth in the Scope of Services, Rate Schedule, or as otherwise agreed upon in writing. SWI shall submit monthly/quarterly invoices for services rendered and expenses incurred during the previous period. Payment will be due upon receipt of SWI's invoice. Payments due SWI and unpaid under the terms of this Agreement shall bear interest starting thirty (30) days after the date payment is due at the rate of two percent (2 %) per month (24 % per annum) until paid in full. If the Project is suspended or abandoned in whole or part, SWI shall be compensated for all services performed prior to receipt of written notice from the Client of such suspension or abandonment, together with Reimbursable Expenses and Miscellaneous Direct Expenses then due plus Project closeout costs actually incurred. No deductions shall be made from SWI's compensation on account or sums withheld from payments to contractors, nor shall payment to SWI be contingent upon financing arrangements or receipt of payment from any third party. If the Client fails to make payment in full when due SWI for services, Reimbursable Expenses, or Miscellaneous Direct Expenses, SWI may, upon seven days' written notice to Client, suspend performance of services under this Agreement. Unless payment in full is received by SWI within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, SWI shall have no liability to Client for delay or damage caused Client or others because of such suspension of services. If Client objects to all or part of any invoice, Client shall notify SWI in writing specifying the basis for objection, and pay that portion of the invoice not in dispute, within ten (10) days of the date of the invoice. Failure to object within said ten (10) days shall constitute acceptance of invoice and obligate Client to make payment in full. If SWI takes action to collect past due payments, the Client will reimburse SWI for all costs and expenses of collection including, without limitation, all reasonable attorney's fees, interest, and other costs and disbursements (including SWI's time spent in pursuit of collection, testifying, or preparing counsel as reasonably needed to pursue collection). Any objection to payment or non-payment shall be a Controversy resolved pursuant to Section titled "Dispute Resolution" of this Agreement.

Right of Entry: The Client will be responsible for providing access to the job site by right-of-way or other legal means, if required, to perform the scope of work. Reasonable precaution will be taken to ensure damage is minimized as a result of field activities. However, should restoration be required it will be performed at our direction and the cost will be added to the project fee.

Ownership of Documents: All documents, including the original drawings, electronic files, field notes, and other data gathered by SurveyWorks, Inc. (SWI), shall remain the property of SWI. SWI shall not have the right to provide the information to other surveyors upon their request unless authorized by the Client. The Client, at his or her expense, may obtain a set of reproducible record prints of drawings and copies of other documents in consideration of which, the Client will use them solely in connection with the project and not for the purpose of making subsequent extensions or enlargements of the project. Client will not sell, publish, or display them publicly or use them for new projects without the written permission of SWI.

Insurance: SWI will furnish upon request, information and certificates of insurance on liability coverage. SWI will not be responsible for any loss, damage or liability beyond the amounts, limits, exclusions and conditions of state coverage.

Indemnification's: The Client shall indemnify and hold harmless SWI and all its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of, or resulting from the performance of the services, to the extent that any such claim, damage, loss or expense is caused by the negligent act or omission, and/or strict liability of the Client and Owner, anyone directly or indirectly employed by the Client and Owner (except SWI) or anyone for whose acts any of them may be liable.

Limitation of Liability: In recognition of the relative risks, rewards and benefits of the project to the Client/Owner and SWI, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, SWI's total liability to the Client and/or Owner, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed SWI's fee. Such causes include, but are not limited to, the engineer/surveyor's negligence, errors, omissions, strict liability or breach of contract.

Termination of Services: This agreement may be terminated upon ten days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination SWI will bill out to the client all time and expenses already expended and any reasonable termination costs. Payment will be due upon receipt.

Subcontracts: SWI may subcontract any portion of the Scope of Services to a subcontractor, and the SWI will add 10% surcharge on invoices paid directly by the SWI for laboratories, testing services, sub SWIs, or other third-parties, and that surcharge will be reflected on SWI's invoice submitted to Client.

Dispute Resolution: The parties shall attempt to resolve all disputes arising out of or relating to this Agreement or the Scope of Services ("Controversy") by good faith consultation. Any party may give the other party written notice of any Controversy not resolved in the normal course of business. Managers of both parties at levels at least one level above the project personnel involved in the Controversy (unless no such senior managers exist) shall meet at a mutually acceptable time and place within ten (10) days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the Controversy. If the matter has not been resolved within thirty (30) days from the referral of the Controversy to the managers, or if no meeting has taken place within ten (10) days after such referral, either party may initiate mediation as provided hereinafter. All consultations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations purposes of the Federal Rules of Evidence and state Rules of Evidence.

Mediation: In the event that any Controversy arising out of or relating to this Agreement is not resolved in accordance with the procedures provided herein, such Controversy shall be submitted to mediation with a mutually agreed upon mediator. If neither party can agree on a mediator, a mediator shall be appointed pursuant to American Arbitration Association ("AAA") Commercial Mediation Procedures. The mediation shall be filed at the regional office of the agreed upon mediator or the AAA regional office pertinent to the Project site. All mediation documents and discussions pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state Rules of Evidence.