

SPECIAL BOARD OF SELECTMEN'S MEETING
October 18, 2012 5:30PM

Quorum noted

5:30 PM: Meeting called to order by Chairman Moynahan.

Roll Call: Mr. Moynahan, Mr. Dunkelberger, Mr. Murphy, Mr. Beckert and Mr. Hirst.

Pledge of Allegiance recited

Moment of Silence observed

New Business (Correspondence List):

5:31 PM

#1 Discussion with Representative from Insurance – Marcus Ballou

Mr. Moynahan said that they have had some questions as it related to what the Town insurance covered; specifically to non-profit entities and Town committees; Eliot Festival Day Committee and the Fire Department were certainly two that were identified early on. He added that they understood that they were lacking in their insurance. He clarified that they were looking for an explanation of what the Town did have for insurance and how it covered Town organizations as it related to any functions that occurred on Town property.

Mr. Ballou thanked the Board for inviting them down to talk about these issues. He said that they would rather get it right out front so that there was no confusion; that it tends to be a lot simpler that way. He introduced himself by saying that he was the Senior Services Representative from MMA and he worked for Risk Management Services who provides the insurances for the Town. He said that the two main coverages that they would probably be discussing tonight fall under the Property and Casualty Pool, which was more the liability coverage and their property coverage, so it covered what they owned and what they did to a certain degree. He added that the other piece of it was going to be Worker's Compensation Coverage. He said that they really wanted to think of these as two separate buckets: one over here that included property and casualty coverage and one over here that is the Worker's Compensation Coverage because, realistically, they could have coverage in one and may not be pertinent to the other, so he was going to try address both of those. Mr. Ballou said that the property and casualty, simply put, would cover what they did and what they owned but it was going to cover the Town. He added that there was a very big distinction there; this is the coverage for the Town. He clarified that it would cover the Town departments and officially recognized and sponsored groups or committees of the Town, as far as the general liability that they have. He gave a handout, explained that this was what they considered the minimum general requirements in order to be a Town-sponsored group or activity of the Town, and discussed it. He said that what they were basically looking for and the Town had to have, as far as the Town and the Board of Selectmen (BOS), was oversight (the Town and BOS needed control of the group); confirm the committee members and approve them; have the ultimate authority so that, if there was something going on within the group such as a safety issue they didn't like or a procedure that was taking place, then they had the authority to modify, stop, or amend it. He added that it's a Town activity; the BOS as the designated officials of the Town would, thereby, have the authority to modify anything they didn't like. Mr. Ballou said that the third piece of this, which tended to be one of the easiest ones to differentiate whether or not it's a Town group – control of the funds. He said that the funds that were collected and disbursed needed to be accounted for in a municipal audit and overseen by the municipal treasurer, adding that that tended to be the dividing line for a lot of non-profit groups and associations that did a lot of good for the benefit of the Town but they retained the funds and the oversight. He said that the rec program he belonged to was doing what they did for the town and benefited the town but they were separate because they controlled their funds and was not something that was run through the municipality. He added that the fourth one that was pretty easy was that, if they were independently incorporated with the State – a filing with the State that made them independent – then that was pretty clear that they were not part of the Town and they have actually filed to prove that.

Mr. Dunkelberger clarified that a filing as a tax-exempt entity, like a 502C, would establish them as a separate entity.

Mr. Ballou clarified that their financials would be outside the Town in that situation.
Mr. Dunkelberger said yes.

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Mr. Ballou said that, since the finances were not under the control of the Town and they didn't fall under the oversight of the BOS and they didn't have the control to say how those funds were utilized and they were not run through the municipal audit so that they could be protected by the Town's coverage, explaining that was another piece that they provided if their funds were a Town asset, then those indicators would put them outside, in most situations, the general protection of the property and casualty coverage. He said that, with the other bucket, there was also Worker's Compensation and they could have volunteers that were not with any association to work for the Town; they would have coverage under liability because they were volunteers.

Mr. Dunkelberger said that another question that has come up referenced volunteer firefighters. He asked at what point did they become covered, such as if they were responding to a fire; would they be covered if they were to get into an accident with their personal vehicle responding to a fire.

Mr. Ballou clarified that when he asked if they were covered was he talking Worker's Comp or General Liability or all the way across the board.

Mr. Dunkelberger clarified it was across the board.

Mr. Ballou said that he would have to break that up to a certain degree. He said that, if they were in emergency response mode and they were in their own vehicle and they were to get into an accident, then the primary coverage was going to fall on the insurance that was on that vehicle as far as the liability coverage went. He added that, then, there was the potential that the Town's coverage could be brought in; it was always going to be fact-dependent on the claims as excess. He explained that the way it worked with insurance was that the auto policy was the primary coverage; that it was one of those protections where the coverage followed the car, so that was going to be the first piece. He added that, as far as Worker's Compensation coverage went, again it was an issue of control and, normally, Worker's Compensation coverage began once one left their property. He added that this was general, as Worker's Comp changed, but generally when a person left their property they have left the area that they control so they no longer had knowledge of what potential hazards there were out there that could affect them or cause them harm. He said that, once someone left their property, then the Town's Worker's Compensation triggered, and that was whether that person was reporting to the station or directly to the scene. He added that it typically stayed in effect until the person was officially released by the Chief or the designated officer.

Mr. Dunkelberger said that one of the problems they have run into was that one of their firemen, in responding to a call, had a minor accident with his vehicle – understanding that his insurance company was the first payor – and they were now saying that they were going to raise his rates because of that accident.

Mr. Ballou said that there was nothing he could do about that. He added that it was one of those pieces where it was a great thing what their volunteer firefighters and volunteer emergency responders did; he grew up in a family where his mom was rescue and his dad was a firefighter; it was an amazing thing what they did and a blessing to all that they had them; the one trigger to that was that a lot of them were volunteers and, when people volunteered, they did assume some risk with the sole fact that they were volunteers. He said that there was nothing that he could do to absorb that fact that that other insurer may have raised their rates as a result of an accident.

Mr. Moynahan asked what it would cost the Town to insure those vehicles when there was a first response or an emergency when they left their homes.

5:34 PM

Mr. Ballou said that the Town didn't own those vehicles; they couldn't do that.

Mr. Moynahan clarified that the Town could not insure non-owned vehicles.

Mr. Ballou agreed. He said that what they did have, although the Town may not know that they had it, was personal reimbursement for deductible expenses. He said that, if someone were to get into an accident in their vehicle – and this was for everyone who worked for the Town including the BOS – they tried to make a mechanism to make that person whole. He explained that that person would pay their deductible, have their claim paid to repair their vehicle, submit that to MMA Risk Management and they would reimburse that person for their deductible expense up to \$1,000. He added that what they were trying to do was to protect the employee and make them whole to the best degree that they could up to the fact

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that they couldn't insure the vehicle. He said that they were taking it as close as they could but they couldn't cover assets that were not the Town's. He added that the Town may get into a situation where they might want to talk with Risk Management's legal department because they would probably advise that there could be some potential issues with using municipal funds to cover private entities, adding that that was probably where his insurer fell where they couldn't provide that coverage.

Mr. Moynahan added even though those employees were on the clock, in essence, an employee of the Town; so that's that gray area of being private and employees.

Mr. Ballou agreed. He said that they were also the only employees in the State who got coverage for commuting, explaining that everyone else was classified as a commute and, if he were to get hurt commuting to and fro for work, then he didn't have any coverage; that the only ones who had coverage were the emergency responders.

Mr. Hirst said that one issue he was not clear on was whether the proposed increase in the premium for the person involved was based on the accident or the change in classification from pleasure to business, clarifying that he didn't know if it was a point charge on his policy or whether this disclosed that he used his car for business use or emergency response use.

Mr. Ballou said that he did not know the answer to that.

Mr. Hirst asked the Police Chief if he might know.

Mr. Short said that those personal vehicles were not considered emergency vehicles. He added that, if it was a fire truck or one of the police officers involved in an accident in the police vehicle, then the insurance companies could not use that on their driving record but, when someone was using their own personal vehicle, then it was not defined by State law as an emergency vehicle; they didn't have any authority with those red lights but were only asking for a right-of-way; they couldn't violate any motor vehicle statutes. He said that he didn't know right off hand this particular accident but, if he was at fault as a result, even if he had his red light going, then it didn't make any difference; he would be found at fault and, if his insurance rate was going up, then it was probably because he was at fault.

Mr. Hirst said that it may be or it may be the other one, he didn't know.

Mr. Moynahan said that he had mentioned something about making people whole in regard to paying their deductible was something that was offered. He asked if that information could be made available so that the Board could disseminate that to department heads and could have that information available, then they could be a little more proactive in guiding the staff on what was available and what was not for insurance.

Mr. Ballou said yes, adding that they have put it out there in some of their updates as well as put in their newsletters. He added that what he could do was to print out a copy of it and send it to Mr. Blanchette.

Mr. Moynahan said that he thought that they were going to try to focus on some specific things that they needed some more information on that this Board could pass on to department heads.

Mr. Ballou agreed, adding that anything that made it clearer was going to help.

Mr. Moynahan discussed Town boards and committees, adding that they were volunteers but performed activities or events on Town-owned properties. He asked what the coverage was like in those situations.

Mr. Ballou said that Risk Management had very broad coverage for general liability to protect the actions of the Town. He added that the Town was covered under a multitude of protections, though, that they made sure their coverage was in line with, explaining that he was speaking directly about the Maine Tort Claims Act, which gave immunities for certain actions that a town may undertake and it also capped statutory liability – the judgment that could be put against a town and, right now, that was at \$400,000. He said that their coverage was right in line with that and it covered all groups of the Town; that it didn't matter what someone was doing as far as what group they fell under – if people were a group of the Town and they fell under the direction of the Town, working within the scope and course of the

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Town, then that general liability policy would follow those people. He added that, if the protection went outside of the Maine Tort Claims Act, then they have just actually increased their limits; they did that July 1; that it used to be one million per occurrence and they just doubled that. He said that, with no impact to the pricing to the municipalities, they have literally doubled the coverage overnight, so the Town now has two million per occurrence to cover any event that would fall outside the protection of the Maine Tort Claims Act. He said that another thing that was very unique that the Town probably would not see anywhere else was that most policies had what was called an aggregate, which was the most a policy would pay in a given policy period – there wasn't one. He explained that they wrote coverage for municipalities – that was what they were created to do – and they didn't go away so, regardless of how many claims the Town had, they didn't have a limit they could exhaust as far as the Town's general liability went. He said that the Town could have ten 10 million dollar claims and the Town would still have the same level of coverage as they entered in with.

Mr. Moynahan said that the minute the funds were not accounted for within the treasurer's office, then those groups were no longer covered.

Mr. Ballou said that, if they were a separate group from the Town – that this was one of the dividing lines; that it wasn't a stance they were taking...

Mr. Moynahan said that he was just trying to get clarification.

Mr. Ballou agreed, adding that this was one of those things he would love to give them a different answer to because it would make his life a lot easier to say it was all under the Town but, sadly, a lot of these groups want to be separate in order to retain ownership and control of their funds and what and how they did things. He commented that he would like to go down that road but, one couldn't be separate for the fact that one wanted to retain one's money and then jump over here and say, "Yeah, but I want to be covered by the Town but I don't want you to tell me what to do or how to do it." He said it was one of those really tough things: they were either going to be part of the Town, like the rec department, or they were not.

5:50 PM

Mr. Moynahan said that one example was their Eliot Festival Day Committee. He explained that there was no funding from the Town, per se, but they rent out booths to vendors and that sort of thing, yet they were still a Town committee.

Mr. Blanchette clarified that they have never been a Town committee.

Mr. Moynahan clarified that they were not a true Town committee.

Mr. Blanchette said he was correct.

Mr. Ballou said that just because they had the Town's name in it didn't necessarily mean that they were a Town committee.

Mr. Moynahan said that he had been misinformed; that he thought that they were a standing committee.

Mr. Blanchette said no, that they have always been separate and have had their own liability insurance for a number of years now and they were separately incorporated. He added that the other example where this started from was the Firefighter's Auxiliary Association and, when he first came to Town, he was told they were separately incorporated and they have always kept their funds separate but then they found out either they weren't separately incorporated or they didn't file their papers; anyway, the corporation didn't exist as of last year and they wanted to keep their funds separate and so they reincorporated.

Mr. Ballou said that by an incorporation or by having their funds separate, when they do these social and charitable events, they were technically separate; the Town's liability coverage did not apply to them, even though they were great events and therefore a fantastic group, the activities that they were doing, if someone was to get injured as a result of it, then they could be potentially liable. He said that he would probably recommend that, before someone sat on a group, the first thing that person should ask to see was the D & O (Directors & Officers) Policy and the general liability that would cover that group.

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Mr. Hirst said that he thought that, if an event happened on Town property and sponsored by the Firefighter's Association, their policy would cover them and the Town's policy would cover the Town to the extent that the Town may be liable.

5:53 PM

Mr. Ballou said that one of the things he always recommended and was a common practice Risk Management advice that they gave to every single town was that, if an independent group was going to be using Town facilities, then it was recommended that the Town be named as an additional insured on their policy for that event. He explained that what that did for the Town was, if the Town was named as an additional insured – if the Town was to get sued as a result of a negligent act performed by that group, then that policy had a duty to reimburse and make the Town whole for any losses it had to incur in order to defend its position. Mr. Ballou said that a lot of times what he has seen, and he worked claims for a number of years before what he did now, is, say, an independent group came in and wanted to use a facility and they were cooking dinner and they either injured somebody by burning them or poor food handling and people got sick and somebody sued. He added that the easy thing was that they would most likely sue the Town because they were going to see that it was in a Town building and the Town's defense in that situation was that it was not the Town; that it was Group A who did that so, hopefully, Group A had coverage to protect themselves for that because, realistically, the Town's defense was that it was not the Town.

Mr. Hirst said that, nonetheless, Risk management would defend the Town.

Mr. Ballou said yes, that the Town had defense coverage through Risk Management, adding that the Town would always be defended, that they would step up and do what they were supposed to do through the policy, but, Risk Management defending the Town didn't necessarily mean that the Town was negligent; that there was a big difference between being sued and actually being negligent and responsible for that action. He said that it was their job to find out what went wrong and find out who was responsible and to present a defense and/or to pay claims on behalf of the Town; that that's what they did and have done for 25 years. Mr. Ballou said that, realistically, what he would recommend is to try to use the paper handout he gave as a guide and know that, if it was a Town department, then the Town had really good protections; that they had good protection statutorily under the law and also great protections coverage-wise through them. He added that the dividing line tended, like he said, to be the funds; that what was really the eye-opener of whether something was covered by the Town or not was whether or not the Town controlled those funds. He said that they could go back and forth that the Town sort of had oversight, the Town sort of had control, they got the advice from the Town, they got appropriated funds from the Town, but, what happened to those funds.

Mr. Dunkelberger said that the key test was the audit.

Mr. Ballou agreed it was those controls by the municipal treasurer in the audit and, then if they have the funds, then the Town would be 99.9% sure that it was not the Town and then, if they were independently incorporated, then that tended to be the real easy trigger. He clarified that the exception to the corporation was that they could have independent fire companies that were incorporated and separate from the Town that could have coverage under the Town because there was actually a specific law that allowed towns to recognize a fire unit and thereby have the ability to protect their property and liability because they were providing an emergency service for the town that they otherwise would not be able to have.

Mr. Murphy asked if those special fire companies were ever contracted with the town, like a subcontractor, where they could write that rather completely to cover anything they would want to, as if they were a full employee and so forth, in all senses of it or would it be just for the fire-fighting part of it only and not property; what's the range of support as a contracted service.

6:00 PM

Mr. Ballou said yes. He said that, according to State law, it said that State law provided municipalities with three options that are a provision of fire protection services. A municipality may 1) maintain a municipal fire department or 2) support a volunteer fire association or 3) contract with another governmental unit for fire protection. He said that depending on the formation of which one the town picked, then that dictated how the town could protect that group, and that was in regard to Worker's Compensation coverage or general liability and property coverage. He added that if they then go and do social and charitable activities on their own, even with those groups, then that piece would still be

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separate because the town was really only protecting those groups, even on the incorporated side, for what they were specifically doing as far as fire protection for the town. He said that there still was not really a 100% win-win for separate groups.

Mr. Moynahan said that it didn't sound as though the Town's insurance was lacking. Mr. Ballou agreed that he didn't think they were missing anything.

Mr. Moynahan said that commuting volunteers was something that was just not coverable and anyone who produced revenue of any type was not insurable as part of the Town's insurance unless they were going through the Town Treasurer or the auditor; he said that it sounded pretty cut-and-dry what he was explaining.

Mr. Ballou agreed they had to have the four caveats; they had to have the oversight, the control, the safety, and the funds and not be incorporated.

Mr. Moynahan asked if the Board had any other questions. Mr. Ballou asked if he had helped, did it make things a little clearer.

Mr. Moynahan said that it did; that it certainly offered some clarification to the confusion that they have had.

Mr. Ballou said that, when they said that the Town's coverage was lacking, he knew there was some confusion because it was not that the coverage was lacking but that there was just not an ability to provide certain coverages for other groups.

Mr. Moynahan clarified that it was just a question of was the Town's coverage lacking or was it something not even insurable, which he thought that Mr. Ballou had better defined for the Board tonight. He said that he appreciated him coming in.

Mr. Ballou said that it was his pleasure. He added that he had a couple more things for them. He said that 'these' were the rules for fire protection and he would leave copies. He added that 'these' he thought he would bring because they were an easy reference point for them, clarifying that what they did was to break their coverages up a little differently and break the staff up different, too, so instead of calling a number and saying they had a claim to report or had a question, what Risk Management did was specifically assign staff to every town and any of these staff members assigned to Eliot they could call to address questions they may have, discuss coverage issues, if they had a claim they needed to file; the pertinent representatives were listed and it went right to the top. He clarified that that was one of the neat things about this because the Towns were basically the owners; that this was a self-insured program where the towns were members and they could sit on their boards and direct them and tell them what to do and have that interest and control; that they modify coverage based on the needs of the towns.

Mr. Moynahan said, so, they could tell Risk management to charge them less. Mr. Ballou said that they could try (laughter); that they treated everyone equally and fairly and one of the nice things about the pools (one's a pool and one's a fund), if they do all the efforts that RM put out there, work with their loss control departments, follow the recommendations from underwriting, one of the nice things that they got (and he dropped one off not so long ago) was a dividend check; they returned that contribution back to them.

Mr. Hirst said that \$5,400 was the last one that they got.

Mr. Ballou said that that was a pretty neat thing that people would not see on too many insurances where they actually give people their money back.

Mr. Moynahan said that it was certainly a benefit, especially with Mr. Hirst's involvement on the Safety Committee and that sort of thing; it was certainly a benefit of the Town.

6:05 PM

Mr. Blanchette said, just to clarify, that one of the things that came up was that they were told that the police had this under State law – that if they get into an accident with their personal vehicle that their insurance carrier could not use that to increase their rate.

Mr. Dunkelberger commented that they were crazy to use their personal vehicle to respond.

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Mr. Hirst said that, in other words, an assessing of points for an accident.

Mr. Short said that it had always been his understanding that one had to be in an emergency vehicle regardless whether one was a police officer or a fire fighter. He added that one of the things they had to do when they took an accident report, whether it was a fire fighter in a fire truck or a police officer in a cruiser that was responding to a call or not responding and it was just an emergency vehicle, if they put on there that it was an emergency vehicle, then the insurance company could not penalize the driver on their personal insurance for an accident in an emergency vehicle. He added that, for personal vehicles for police officers, he has never heard that.

Mr. Blanchette said okay, that someone gave them a little misinformation. He asked if Mr. Short would be willing to check up on that.

Mr. Short said that he would have to check with an insurance company. He added that he could share a personal story; that a couple of years ago he had an accident on his motorcycle, was penalized, was not going to work but, if it had been in-route to work, then he didn't know.

Mr. Blanchette said that this was supposedly responding to...

Mr. Short said that he thought that their policies clearly stated that they were not supposed to use their personal vehicles for that if he called somebody in – first off, they couldn't display blue lights in their vehicles or any of that – and they took some risk that put them in a situation that involved them in an accident, then he thought that they would have to check with individual insurance companies, but, it has always been his understanding police vehicles only, not personal vehicles under any circumstances.

Mr. Blanchette clarified that it was only when they were responding in an emergency vehicle to begin with.

Mr. Short agreed, saying he knew of guys whose insurance rates had increased. He added that at least fire fighters could have a red light in their car but they were still not afforded any additional courtesies because of that. He said that the only people who could have a blue light in their personal vehicle were the chief of police and sheriffs but not sworn police officers.

Mr. Ballou said that he would ask to see if he could get some information.

Mr. Short said that part of what was said earlier was that there was a police officer called in on an emergency and leaving their residence in their personal vehicle to come in to whatever type of emergency might be going on in Town and it sounded like Worker's Comp would cover them.

Mr. Ballou said yeah but as far as insurance rates on personal, though, he didn't have an answer.

Mr. Short said that he would think it would be what any other insurance company would say; however, he had never heard of that before.

Mr. Ballou said that he could look; that he had been doing the municipal side for so long that some of how the private insurers handled things was so drastically different from what they do that he would not want to give them erroneous information.

Mr. Short said that they have had issues; that he had been around to know where they have had issues where officers have been involved in accidents in cruisers and they tried to raise their insurance rates; that they think that they can do it and they can't, and they have had arguments with insurance companies that they were not supposed to count that against their driving record.

Mr. Moynahan said that that was what they were talking about; that if they were in an accident in a Town-owned vehicle that their personal insurance could not be increased. He added that that was something that was told to them and they likened it to the volunteer fire department, a very similar case, perhaps.

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Mr. Short said that except their vehicles were not afforded any kind of protection.
Mr. Moynahan agreed, adding that that was what was defined this evening.

Mr. Ballou asked if it was more looking to see if they had protection when they were using a municipal vehicle or were they looking for the personal.

Mr. Blanchette said it was on personal vehicles; that some of the firemen respond to the fire with their personal vehicles.

Mr. Ballou said that he thought that they were going to tell him that they would have to contact their private insurer.

Mr. Hirst asked if there was anything in the policy that said that employees were additional insured's with respect to certain events.

Mr. Ballou said that employees were actually named members.

Mr. Hirst asked in what situation that feature of the coverage would apply.

Mr. Ballou asked when they were using a Town vehicle.

Mr. Hirst said yes.

Mr. Ballou said that if they were in a Town vehicle, then they had an auto liability policy that covered that action, as long as they were using their vehicle in the course and scope and were following the provisions, then they would be fully covered under the...

Mr. Hirst clarified that the employees would be individually covered under the MMA coverage.

6:12 PM

Mr. Ballou said yes. He added that employees, board members, volunteers were all considered somewhat like a named insured but they were not technically an insurance company so that was why they were named members. He added that, if one was a Town employee and that person was doing work on behalf of the Town under the course and scope and guise of their job description, then there were some pretty extensive coverages.

Once again, Mr. Moynahan thanked him for coming in and clarifying some things; that if he could follow up with Mr. Blanchette, too, for clarification on their last conversation, then that would be great.

Mr. Ballou agreed. He said that, to make sure he got back to them with everything they were looking for, they wanted some sort of written statement of how the deductible reimbursement worked so that they had something to distribute and then, if he could find any information out on use of personal vehicles and, potentially, statutory protections against personal insurance rates going up, then try to get them some of that information, as well.

Mr. Moynahan agreed that that would be very helpful for them.

Mr. Ballou emphasized that they could call them with any questions or concerns; that they actually looked at it differently. He said that, if their members called, it was a plus because that meant that they had a responsive member who was looking to protect the town.

Mr. Moynahan asked if there was a reduction in the costs.

Mr. Ballou said that there could be; that that all counted toward what they called underwriting criteria and, if they had a responsive member that did great things, was proactive, had safety committees like the Town of Eliot has and looked to protect the assets and interests of the town and employees, you bet that got calculated.

At this time, Mr. Moynahan said that they had a couple of other items but he knew that Ms. Rawski had come in to talk with the Board and he saw Ms. Muzeroll-Roy here, as well. He added that they had a few minutes before the Public Hearing and asked if the Board wanted to hear these folks first.

The Board agreed.

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Mr. Moynahan asked if Ms. Muzeroll-Roy had anything.

Ms. Muzeroll-Roy said that she was here for the Board sub-committee report from Mr. Hirst and Mr. Dunkelberger; that she didn't think it was on the agenda.

The Board agreed that the ECSD space was not on the agenda.

Mr. Dunkelberger said that it was not but that they covered it in Selectmen's Reports and he was going to pass out a proposal.

Mr. Moynahan said okay and that they would be talking about it later. He asked if Ms. Rawski wished to speak.

6:15 PM

Ms. Rawski handed out packets to the Board. She said that she had a misunderstanding with Mr. Blanchette, as she thought he was going to put her on the agenda for tonight and then saw that she was not, so, Mr. Blanchette said to go ahead and put her presentation together and he would slide it in on the meeting. She said that she hoped they were all okay with accommodating her with that.

The Board was.

Ms. Rawski said that it was a long time coming for this so she kind of wanted to move, if she could. She explained that the cover sheet covered some facts and considerations to take in with her request for the Board to review and consider for approval of one of the requests she had before them tonight for a renovations of the vault to increase storage space. She said that she had originally gotten in touch with three companies: Dupont Systems, Systematics, and Smead, which was brought to her through W. B. Mason. She added that Smead did give her a quote but the space needs and what she needed weren't really part of that plan and, then, she an issue with communication with them so she just got a bad feeling right off; no offense to them but she did not want to have to deal with chasing after information and wanted them to come to her if they wanted the jobs. Ms. Rawski said that she could go through her little vault renovation talk that she had done for them before but it was really stuff to consider as far as maintaining and providing access to records in a reasonable fashion and not compromising them in any way; that she was to the point of compromising records because the space was just not there for her to keep things anymore. She said, as an example, that binders were not being stored properly and it could compromise the record that was a longevity record for the Town of Eliot. She said that the other part of that was not just the records, the minutes, the election materials, the oaths, all those various things that were kept, vital records; she also used the vault to store all of her supplies that had to be secured on a daily basis as an agent for the State of Maine. She said that she was an agent for Motor Vehicles, Inland Fisheries, Animal Welfare through Health and Human Services so she had supplies that were given to her through those State agencies that needed to be kept secure and in a locked, fire-proof vault system. Ms. Rawski said that the other benefit of doing this was, as they all knew, currently they stored records off-site at the Iron Mountain facility in Milton, NH. She said that, currently, they were storing 224.4 cubic feet of material there at a cost of \$142/month for the storage and that there were also fees incurred when she requested documents. Using Mr. Murphy as an example, she said that he was doing research a few weeks ago and she had to track down some old records from the early 1900's, which were not in the vault, so she had to go through the process of requesting boxes of documents, pull them over to seek what Mr. Murphy was looking for. She said that there was a fee charged for them to bring those records to her as well as a fee for them to come and retrieve them and take them back, which made sense, as they had travel and staffing that they were paying to do that job for them.

Mr. Hirst asked what the commute distance or time was each way.

Ms. Rawski said that she believed it was a good 35-40 minutes. She added that it was truly an inconvenience for her and Ms. Spinney, adding that they couldn't get totally away from it at this point and she did have some other options she would like to talk to them about and may touch on that tonight. She said that the Milton situation was an inconvenience as far as being able to go through the records. She added that there were some records there that she and Ms. Spinney could dispose of at this time but trying to get there to do that instead of paying the facility to haul them here, she and Ms. Spinney could literally go there and go through the boxes but that wasn't even easy. She explained that they had to schedule a room for viewing

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and they were still paying to go back and forth to retrieve the things they needed, that they did not have direct access. She reiterated that there would be a lot of benefits to this renovation and that she had been asking for this every year since 2004.

Mr. Moynahan said that he thought that the Board agreed last year to move forward with it and he knew that they had seen some of these proposals before. He asked if all the records that Iron Mountain had would come to Eliot or just portions.

Ms. Rawski said that once this new system got installed, if approved, there was no way that this vault and the renovation would bring all those here. She added that she was hoping to bring more here once they got the existing records here in and organized. She thought that she would have more space and could start having boxes brought to her to go through and store on-site, which would give her more ability to preserve more things. She said that she would be making records preservation requests, as well, as a result.

Mr. Dunkelberger said that there was some discussion, too, about combining two vaults and, if they were to do that, could they then potentially get all of their records.

Ms. Rawski said that she didn't think so.

Mr. Dunkelberger asked if the cost would change, per month, with the storage space.

Ms. Rawski said that she did believe, with her pulling records over and going through those records; that they were charged per cubic foot for storage so they would get a reduction in that as she was able to start removing materials.

Mr. Dunkelberger added and further reductions in not having to chase records there.

6:23 PM

Ms. Rawski said right. She added that her ultimate goal was to have all records on-site or closer to this facility just for the ease of getting them. She said that there was a turn-around, too, because there may be someone who wanted a record from 1892; that she had to find it and pull it here and they might need it for a court case or something – a land dispute – and her having to get it had a time issue, too.

Mr. Moynahan asked if she recalled what the budgeted amount was last year; was it based on these quotes or one of these quotes.

Mr. Blanchette said that they rounded out figures, asking her what she had for figures now.

Ms. Rawski said that she had two prices from the two companies and she pushed them; that they were pretty much apples to apples plans because she wanted them spot-on for comparison. She added that they were both great companies; that she had recommendations and referrals from people who have used both of these companies. She said that Systematics came in...that they just tweaked this today and that actually lowered the price, adding that she had to give up a little to gain some, which were some locking drawers added to one of the shelving units to give that increased security for the cash drawers, postage, confidential documents, etc. and was necessary because the safe that was in there was going to be removed in order to make the system work. She said that the plans for Systematics and Dupont were very similar, explaining that the layout of the system gave her double-sided storage and more than doubling their space. She said that Systematics came in at \$11,661.72 and Dupont really got her because she had been getting quotes from them all along; that she took out some roller shelving that she didn't currently need but they were at \$18,700 last year and she tweaked this plan down to \$13,275, so, the difference with those two plans was about \$1,600.

Mr. Dunkelberger said that one of the things with Systematics was that the track system was moveable.

6:23 PM

Ms. Rawski said that they both were. She said that that was a huge thing for her when she was looking for companies; that she wanted a system that could be moved if ever they expanded or if the vault got opened up and the vault system increased into the other side, then it could be reconfigured in that existing system; the track and all the components could be reused and added on to. She added that they were like a floating floor system; that they put a tile floor in and a ramp step-up that fell under the standard for safety. She said that they really had to tweak to get in that 36-inch width for access; that she had to give and take on a few things to

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get it where she wanted it but she had a total visual in her mind of where pretty much every single thing in that vault would be on shelves once it was complete.

Mr. Blanchette said that as far as the financial, they approved \$25,000 in the Town Office capital account. He added that they used around \$3,000 for the voting booths and he thought that they had projected somewhere around \$15,000 for the vault.

Mr. Murphy said that he wanted to ask the same thing Mr. Hirst started to ask. He asked which one looked sweeter to Ms. Rawski.

Ms. Rawski said that they were almost identical and she did it that way on purpose so, honestly, she would be happy with either one of them; that she had worked well with both of these companies and the reps that had come down. She said that the decision was tough for her; that she didn't know if it would get down to the money – that it was really close with only \$1,600 in difference; that she could get references for the Board, in writing, on each one, if necessary.

Mr. Dunkelberger asked if the warranties were the same.

Ms. Rawski said that they were very similar. She said that, honestly, she didn't get into the warranty part so that might be something that, if the Board approved her to move forward with either company, she could sit down with Mr. Blanchette to clarify that. She said that Dupont didn't send her an actual warranty statement on the product where she did have one from Systematics so she purposely didn't include it tonight because she knew she didn't have the comparison with Dupont.

Mr. Moynahan said that that was something that could be required to be presented once it was awarded.

Mr. Murphy said that they would save \$1,613 by going with Systematics.

Mr. Hirst added that she was happy with them.

Mr. Murphy asked her what she wouldn't be getting if they went with Systematics.

Ms. Rawski said that she would be getting everything she wanted with either one of them.

Mr. Beckert said that this was budgeted for and they still had plenty of money in the account. He added that Systematics was in Massachusetts, whereas Dupont was in Connecticut and that was a consideration if they needed the system serviced.

Mr. Beckert moved, second by Mr. Hirst, that the Board of Selectmen go with the system provided by Systematics out of Westboro, Massachusetts for the price of \$11,661.72

VOTE

4-0

Chair concurs

Ms. Rawski said that the only other thing that they would need to add as an expense to come from that same account would be the removal of the safe and the tear-down of the existing shelving. She added that she didn't know what Mr. Moulton's thought were on that, saying that they had talked about it so she knew he was aware of it.

Mr. Moulton clarified that they were talking about the safe.

Ms. Rawski said the safe and the shelving that was in there now – removing that. She added that that safe was really heavy so she had a concern. She said that she didn't know if the Highway Department could do it and that she thought that they would have to have a professional moving company.

Mr. Blanchette agreed, adding that there was no question.

Mr. Beckert said that they would probably have to go with a company like Badger & Rand, which was a millwright.

Ms. Rawski said that it would fit through the door; that she and Mr. Moulton measured that and they were pretty sure it would go through the doorway once they got the shelving out of

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the way; she believed it was going to the Highway Department.
Mr. Murphy asked if anyone else in the Town have use for such a safe.

Mr. Blanchette said yes, it was Highway.
Mr. Hirst thanked Ms. Rawski for all her work on that.
Ms. Rawski said they were welcome; that she was just ecstatic to get it.
Mr. Murphy asked what schedule this was going to be, would it be right away.

Ms. Rawski said that she was ready to move; that she just had to coordinate the moving of the safe and figure out when Highway would be able to help her get shelving and stuff out of there. She added that she would like to keep that shelving, somehow, because she thought they might be able to utilize that in another way and it was decent shelving; it was just not functional for what they were using it for now.

#2 Hearing on Appendix C of General Assistance Ordinance

Mr. Moynahan said that, at this time, they had a public hearing. He read: "*The Eliot Board of Selectmen will be conducting a Public Hearing on Appendix C of the Town's General Assistance Ordinance.*"

6:35 PM Mr. Moynahan opened the Public Hearing.

Mr. Blanchette explained that Appendix C was the rental portion of General Assistance and, if they looked on C-4 of their notes, they would see what the York/Kittery/S. Berwick allotments were for heated and unheated. He said that those have actually not changed from the previous year but the Board still had to vote to approve them.

Mr. Hirst said that, on page C-4, the classification on number two down, York/Kittery/S. Berwick, since it didn't name Eliot he assumed that they came under the last one down.

Mr. Blanchette said no, that they were in the York/Kittery/S. Berwick HMFA.
Mr. Hirst said that he should just add the name Eliot to that.
Mr. Blanchette said yes.

Mr. Moynahan asked if there were any other comments from the public or Board members on the proposed General Assistance Ordinance adoption.

There were none.

6:37 PM Mr. Moynahan closed the Public Hearing.

Mr. Beckert moved, second by Mr. Hirst, that the Board of Selectmen adopt Appendix C-4 of the Town of Eliot's General Assistance Ordinance.

VOTE
4-0
Chair concurs

At this time, the Board signed the document.

6:38 PM
#3 Joel Moulton, Public Works Director – Tree Maintenance

Mr. Moynahan said there was some correspondence and asked if Mr. Moulton would like to speak; that he had been asked to provide another proposal at the last meeting.

Mr. Moulton agreed that he was. He added that he contacted them, saying that they would provide him something and they didn't; that he followed up with a phone call and he got no answer so he had nothing further to present than the three that he had already submitted.

Mr. Hirst thanked him for checking and said that he would like to recommend the Board go with the selection that Mr. Moulton originally asked for.

Mr. Moynahan asked if that was in the form of a motion.

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Mr. Hirst moved, second by Mr. Beckert, that the Board of Selectmen allow the Public Works Director hire Tom Chase of York for the tree maintenance at \$950 per day.

Mr. Moulton was asked not to forget liability and worker's comp.

Mr. Hirst commented that the reason he had asked Mr. Moulton to get another bid was because New England Tree was right on the Kittery/Eliot line and, if they didn't choose to get back to them, then, too bad.

6:40 PM Holiday Schedule

Mr. Moynahan said that they had discussed three potential dates: the day after Thanksgiving, the day before Christmas, and the day before New Year's Eve. Mr. Blanchette had provided that it would be \$6,300 per occurrence, which covered all salaries, benefits, overtime – all related costs. He added that each year they had discussions on how they would handle this. He said that Mr. Dunkelberger had had some thoughts the last time they had met; it was nothing they needed to decide then; that they brought it up, again, just so that they could get it off the table as far as how they were going to do this so that the employees could better plan how this would be done.

Mr. Dunkelberger asked Mr. Blanchette if there had been any discussion amongst the department heads with regard to what they talked about in the way of liberal leave.

Mr. Moulton said that he spoke to Mr. Blanchette earlier today. He said that one of the concerns he had as it related to his department was because of the nature of the department. He added that should they have to do anything, even clean up some road kill, they should have a supervisor of some sort and another employee, so they needed to have a minimum of two. He said that in any aspect, even driving heavy equipment, having somebody around would be a concern for him; not being able to operate efficiently, he guessed they could clean around the shop but if they had to move trucks and equipment around they were still doing that kind of thing so he would not want to have undue liability. He said that, if one person had to work, then a supervisor (probably him) would have to work; if that person was only in to do paper, it would only be him. He said that, unless everyone took it off, it didn't really work.

Mr. Blanchette said that, insofar as the office here was that, if they didn't give it as a holiday, then they would need to give permission to close the Town Clerk's Office if they all wished to take it off a the same time.

Mr. Moynahan said that the Clerk's Office typically liked to have, in those instances, the additional time off to close the office.

Ms. Rawski said that the Friday after Thanksgiving has always been a holiday for the last she couldn't even tell them how many years; that that has just been a given from the Town to the employees because it was a State holiday and there was no State support so Selectmen, year after year, have continued to carry that on and given them Thanksgiving off as a holiday.

Mr. Moynahan clarified that that was paid; compensated for that day.

Ms. Rawski agreed and that she wanted to put that out there that it has been customary for several years. She said that the day before Christmas and the day before New Year's Eve it has varied from year to year; there have been times when the Board has voted to give them a half day and the staff did that, then decided to close the office and use the remainder of the day as comp time; and the Board has allowed them to close the office based on that. She reiterated that there have been so many variations of what has occurred that she couldn't tell them that there was a consistent one; that it was Board to Board.

Mr. Blanchette said that the only consistent one has been the Friday after Thanksgiving.

Ms. Rawski agreed that the Friday after Thanksgiving has consistently been a holiday so, as an employee of the Town of Eliot and a supervisor over three people in her department speaking for them, they would like to see that remain; that it would just feel like one more thing was being taken away from the Town employees but they would be very willing to look at the other options for the days before Christmas and New Year's.

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6:44 PM Mr. Moynahan said that, if the day after Thanksgiving was a paid day off for all Town staff and then they were to close the day before Christmas and the day before New Year's but allow the Town staff to utilize their comp times, was that an attractive item – another day off even though they would have to utilize some of their own earned pay but another day off with family and friends and that sort of thing around the holidays.

Ms. Rawski said that that was a Monday and that was their late night, it put them to a five o'clock closing; she was speaking for herself and the three people of hers that they, as a group in the Clerk's Office, talked about it because they were the ones who really needed Board permission as the other offices could kind of come and go but the Clerk's Office was the business office so that one had to have permission from the Board for whatever reason. She added that they decided that, if they were to use comp time for Christmas Eve and New Year's Eve, then they would all like to use a full day of comp time on Christmas Eve and then they were willing to have the office open a half day on New Year's Eve, like a 10AM-2PM kind of thing. She added that she has been here on those days and she could tell them that there was no traffic; that they usually did some desk work and catch-up; the phone didn't ring. Ms. Rawski said that she did understand that it was an office and it was an expense to the Town.

Mr. Dunkelberger said that he would like to hear the opinions of the other department heads who were here.

Mr. Moulton said that as far as the day before Christmas and New Year's it would probably be the same and look to use vacation, comp, or whatever may be there. He added that the sentiment amongst his employees, all of which have tenure with the Town, was that it has been the norm the day after Thanksgiving but, as the Board wished to do, they were willing to do. He added, again, if the Board wished to go that route as far as the one, then a supervisor would have to be in. He said that the discussion amongst the guys has been usually, at noon time on the 24th with the Board's permission but, for them at that time of year, it could be snowing and, on that note, it was hard to say. Mr. Moulton said that given the chance to take that time, knowing that it may snow on Christmas Day, it would definitely be a plus to them.

6:47 PM Ms. Muzeroll-Roy said that she was kind of with Ms. Rawski in that, if the Friday after Thanksgiving has always been the norm so they never really looked at it differently. She added that before Christmas they were so slow, as they were here, that they kind of just did reorganization; that they got no traffic during the Christmas holiday to begin with so they would certainly be willing to take comp time to do it. She added that she actually had two people who traveled and used that Christmas time as their vacation time, as well. She said that it was really up to the Board at this point.

Mr. Moynahan said that, whatever they did, it would nice to be consistent throughout. He added that it has been consistent in the past that the day after Thanksgiving; that each Board that he has been on has offered that as a holiday, which was a paid day. He added that the other two days were hit or miss on when they fell. He said that he thought it was up to the Board to come up with something that worked for everyone but he thought that they had heard that the use of comp time was not a horrible thing, if that was what they chose, but, to offer that day off was the biggest benefit to the employees.

Mr. Beckert said that he could remember that day after Thanksgiving being considered a holiday long before he ever came on the Board, back in 1996, so it was not something that just happened overnight; that it's been consistent. He added that he knew that people would say they didn't have to follow the norm but his recommendation would be to give the Town employees a paid holiday for the day after Thanksgiving and that the day before Christmas and the day before New Year's be official closure days and the employees be allowed to use whatever leave that they had – comp time or vacation time. He said that he didn't like the liberal leave idea because they could end up with someone who decided to work and, like Mr. Moulton said, if there was a person in there they needed a supervisor, so, he thought it should be two forced closure days and one paid holiday.

Mr. Murphy and Mr. Hirst agreed with Mr. Beckert.

6:49 PM Mr. Pomerlau said that he agreed with Mr. Beckert, as well, having been in the State system for 30-odd years, the day after Thanksgiving was, not always but for a long time and it was

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known upfront. He added that the only problem he had – that he supported what they were doing right now because of its historical application – was that he thought that those things should be clearly laid out at the beginning of the budget year when the Town voted so that everyone knew that that was what they were doing.

Ms. Rawski commented that the because the Town Clerk's Office was so up-and-coming with their electronic services there was online registration, online licensing, online boats, online snowmobiles, and online ATV's.

Mr. Beckert moved, second by Mr. Murphy, that the day after Thanksgiving be a paid holiday for all Town employees and that the day before Christmas and the day before New Year's Eve be considered an official closure day and that the employees be allowed to use their vacation time or their comp time.

VOTE
4-0
Chair concurs

Mr. Moynahan said that, perhaps, as they move forward with things that they could actually add that day after Thanksgiving as a true holiday in the policies of the Town.

6:51 PM IMA

Mr. Murphy said that it was just about finished. He added that he and Mr. Blanchette were waiting for Keith Pratt to verify that the last inserted changes were acceptable and that they understood each other.

Mr. Moynahan said that they had put it on the agenda in the hopes that Mr. Pratt's review was completed. He added that they would have that on their next agenda, also, hoping that they could finalize that.

6:52 PM
#4

Report on Video-Streaming

Mr. Moynahan said that this was a report on video-streaming and was informational for everyone to see what the viewership was.

Mr. Murphy asked if this told them anything about the public or whether they were doing anything wrong or was it fine; that he wasn't quite sure how to assess this.

Mr. Blanchette said that the first report was live so that all the meetings that happened in the month of September 33 clients watched it live and, then under the Video On Demand (VOD) summary, 99 other people watched it at some time. He added that they then had a breakdown of the live as to which meetings they watched live so, for example, the Board of Selectmen meeting on September 13th had 23 viewers, the Board of Selectmen on 9/14 23 viewers.

Mr. Murphy clarified that over in the left-hand column where it identified 'board of selectmen 23' that would have to be an identification of the meeting, not the number of people.

Mr. Blanchette apologized and agreed Mr. Murphy was right.

Mr. Murphy asked if it was the 23rd or was it a sequence of numbers in order of...

Mr. Blanchette said no; that the air date was 9/13.

There was discussion around what that number meant.

Mr. Blanchette said that this was under live detail, this was people who watched it live at the end of that first page, then, the second page was people who watched it afterwards and there was the detail from that summary.

Mr. Murphy said that he didn't, then, understand the 23 and 24 on that first side; that at the bottom of the first page the entry on line #1 versus line #7 on two different days. He added that, on the 13th 16 people called in and, on the 14th one person called in.

Mr. Blanchette said that he would have to get a clarification on that.

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Mr. Murphy asked if the meeting on the 13th ran over after midnight into the 14th; he didn't think so.

Mr. Moynahan said that the unique client IPs numbers on the live details didn't add up with the summary, either, and here they thought they had a handle on it. He added that it was a work in progress; that it was new to the Town; and it was nice to have this so that they could see what the hot buttons were and they could move forward or not with that type of service.

6:55 PM Before going on to anything else, Mr. Blanchette asked if the Board could sign a quit claim deed that it approved at the last meeting for the disposition of a tax-acquired property.

At this time, the Board signed the quit claim deed.

Old Business (Action List):

6:57 PM Mr. Moynahan said that they had been trying to schedule things from this list as they went; that he had monthly calendars in Ms. Spinney's office that he would attempt to fill out with all the key target dates leading up to Town meeting, budget dates, as well as try to fill in from the Action List. He added that if they had priorities or things that they need or want then he would try to do the AIL on a monthly basis to pre-schedule for the following month on the off weeks. He said that he was hoping to get the off weeks down to once a month instead of meeting every off Thursday unless everyone wanted to continue to meet every Thursday. Mr. Moynahan said that he thought that the budget piece was a big one that they needed to meet each week and he thought that they had gone quite a ways with some of these items. He said that it would be nice to take a week off from this stuff, adding that it was hard to plan it, schedule it, and be effective with their meetings sometimes. He said that those were his thoughts with this and that he was certainly looking for input.

Mr. Hirst said that he would support taking a week off a month and maybe have three meetings a month, at least through November and December, but he would like to suggest that they assess the situation in January to see if they had business of the Town to do, then they better do it.

Mr. Moynahan said that they would see when he filled out those calendars that the January budgets calendar was already full; that they have already committed at least one and he thought most of two weeks for budget conversations. He said that, once he had those filled out, then they would have a pretty good snapshot of what the coming months would be for some of their public hearings and maybe they could talk about it again, but for the time being, if he scheduled a week without a meeting would that be in opposition to anybody.

The Board agreed that it would not be in opposition.

Mr. Moynahan asked what they would like to see, priority-wise, on the AIL so that they could try to better plan and schedule for the next off Thursday.

Mr. Hirst said that certainly high at the top of the list should be the town manager; sewer rates #15; dispatch services #13; and he would like to introduce another one. He said that June 30, 2013 they had their ambulance service contract coming up for renewal and he would like to suggest that the Board at least talk about putting that out to bid early in the year. He added that he knew they had AMR; that York Hospital has apparently taken over AMR's services to at least these towns and Eliot needed some sort of contract after June 30, 2013. He said that they best be getting alternative bids if that was the desire of the Board starting pretty soon. Mr. Hirst said that he would like to suggest that any service they accepted for the coming period be housed in Eliot.

Mr. Moynahan said that they could explore that possibility, adding that it sounded like a sensible approach to be proactive with this. He added that they probably had a current contract with AMR.

Mr. Blanchette said that they did.

Mr. Moynahan suggested that they could use that as a baseline and asked if that was something that two Selectmen could work on as a subcommittee.

Mr. Blanchette said that he thought that that would be ideal.

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Mr. Moynahan asked if there were any takers on that; Mr. Hirst for sure. He asked if someone wanted to work with Mr. Hirst on getting a starting point for that.
Mr. Dunkelberger volunteered.

Mr. Moynahan said that Mr. Hirst and Mr. Dunkelberger would get something started as it related to that.

The Board agreed.

Mr. Moynahan asked if other Board members had a preference on prioritizing the AIL.

Mr. Murphy said that he would like to continue and bring to fruition the modification to the ordinance on Boards and Commissions and certain policies of the Selectmen's Policies needed to be improved or corrected. He added that he would like to see a new policy having to do with the organizational meeting of the BOS each year; that there were things incoming Selectmen ought to do right away, such as renewing ad-hoc committees, agreeing that Mr. Blanchette was the G.A. designee, that the Chief of Police was the gun permit designee; there should be a list of things that the Selectmen must do and get done and not leave it up to Mr. Blanchette to remind them.

Mr. Moynahan asked if Mr. Blanchette could start compiling something that the Board, once they had that information, they could then meet and review the policy and certainly add some of those things. He agreed that it was a challenge for some members coming on to know what came next and for whoever was coming in as town manager, at some point, that that was another piece of the pie that needed to be defined somewhere.

Mr. Hirst said that, along with that town manager thing, was the general issue of succession because there may be other people's positions that may need to be looked at.

Mr. Beckert said that another thing he thought they should keep on the forefront was that he would like to know where they stood through the department heads on employee reviews and, also, where did they stand on the reviews that they, as a Board, needed to do with department heads. He added that he thought that that was something that was critical that would fold right into the reorganization of the government, if the Town approved the town manager form. He said that that was something they needed to keep updated and on track with.

Mr. Moynahan asked if everyone had received the evaluation forms or did he not pass them out. He added that he would make sure that everyone had one in their boxes to review, adding that that was where they had left it at one of their meetings and, if he didn't forward those, then he apologized. He said that they struggled with what type of form to use every year.

Mr. Beckert said that they had talked about, at a previous meeting not too long in the past, going to Dix Consultants, contacting them and getting an updated fee structure from them on what their fee was now to have them come in and do what the Board had them do years back. He asked if they could do that; that they may have suggestions on the form, as well.

Mr. Moynahan asked if that had been followed up on.

Mr. Murphy said that Mr. Blanchette had called Dix and that Dix wasn't doing it anymore but gave them a recommendation for someone who was.

Mr. Moynahan asked if they had heard back from them or still waiting.

Mr. Blanchette said that he had heard back and he believed the cost was in the neighborhood of \$8,000 but he would double check.

Mr. Moynahan said that maybe they could have copies of that, or even if it was a verbal thing, and they could talk about it at the next meeting; that it would be on next week's agenda.

Mr. Dunkelberger said that he thought that with the next two meetings there was some low-hanging fruit that they could either take off the list or just not review all the time.

Mr. Hirst said that there was just one more thing. He said that he believed that they needed to consider having a Special Town Meeting at some point to raise some funds to pay consultants. He asked what the other thing was that they didn't have the money to do that they thought that they needed to do that would require a Special Town Meeting.

Mr. Moynahan said that it was the sewer contract with Kittery.

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Mr. Murphy clarified that that didn't require money; that that was just to approve it. Mr. Dunkelberger said that this tied into the calendar, particularly as they got into the town manager discussions, which would drive its own calendar, also, and they needed to tie all those in.

Mr. Moynahan said attempt to.
Mr. Dunkelberger said yes.

Mr. Moynahan said that he would start a draft that they could all review and certainly edit and comment on and tweak.

Mr. Dunkelberger said that he thought that should be one of their first priorities, to get their timeline set.

Mr. Moynahan said that he had done the timeline for the Town meetings and the timeline for the Town budget things, which were two of the bigger ones so he thought that everything else they could incrementally include. He said that he would fill out the calendar and try to add some of the other key dates and take it from there.

The Board agreed.

Mr. Moynahan asked where they would like to see the calendar, that that was another key piece. He added that he thought he would try to do months at a time but post one at a time a month in advance or, maybe, put everything that they could flip up so any residents or members of the public could come in and see what the schedule was.

Mr. Murphy said a copy to each of the Board members, for one thing, as he didn't have his.

Mr. Moynahan said that he had a full planner size; that there was a lot in some of the days and it wasn't as easy as just trying to do it in an 8X11. He said that they would start with something; comments, certainly, that they could tweak it accordingly. He said that they would try to schedule that accordingly with the AIL.

1. Sewer Contract Committee – Mr. Moynahan, Mr. Murphy, Mr. Marchese, Mr. Moulton and Mr. Blanchette – IMA Update
2. Monthly Reports from Department Heads
3. Sewer User Rates, reserved allotments, odor, maintenance– Sewer Committee
4. Police Union Contract – Mr. Moynahan, Mr. Dunkelberger, Mr. Blanchette, & Chief Short
5. Community Service Space – Mr. Dunkelberger, Mr. Hirst, & Mr. Blanchette
6. Auditor – Management Letter
7. Budget Preparation for next year – time line, etc.
8. Regionalization of Town Services – Mr. Moynahan, Mr. Hirst
9. Legal issues – pending and Consent Agreements
10. Information Technology – IT Committee
11. Amend Ordinance Governing Boards, Committees, & Commissions, Time lines for posting Agendas and Minutes
12. Liaisons to committees – review existing members & try to fill open spots
13. Employees – Cross-training, Charting earned times, job descriptions
14. Dispatch Service – Contract with Kittery, request from same, costs
15. TIFD reports and updates – Mr. Blanchette
16. Sewer User Rates
17. Monthly Special Meetings for Action List School

Selectmen's Report:

Mr. Moynahan said that Mr. Dunkelberger just passed out something.

Mr. Dunkelberger said that this was a report of the subcommittee looking at space for the ECSD and, if they didn't mind, he would pitch it and, if he was saying something wrong, then please correct him.

The subcommittee agreed.

Mr. Dunkelberger said that they sat down with both Mr. Muzeroll and Ms. Muzeroll-Roy to talk about exactly what MSAD #35 had offered and tried to work out what they desired to do. He added that the challenge was, if ECSD wanted to stay in the Fire Department, then they needed to create a business case to compare with the offer put forth by MSAD #35. He said that, in front of the members, they had a proposed MOU and this was going to be in writing between Eliot Fire and Community Service Departments on who exactly was going to pay what and who was going to be responsible for what that he thought addressed the concerns

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that the Board had from a fiscal point of view as well as a safety and process point of view. He said that they could look at this now or they could review it for the next meeting.

Mr. Moynahan said that he would like to review it and, perhaps, they could put it on next week's agenda and they could actually have a conversation and, maybe, try to decide based on the subcommittee's recommendations. He added that that would give ample time for everyone to review and come up with questions.

Mr. Dunkelberger said that they did have a recommendation and would save it for the next meeting, if that was okay.

Mr. Moynahan said that they would take this and review it; that he would put this correspondence on next week's meeting and he thought that the subcommittee had a recommendation of some type.

Mr. Dunkelberger said yes.

Mr. Murphy said that they didn't have one from the school.

Mr. Dunkelberger said that the school's offer was for a \$1,500 per year...

Mr. Murphy said okay, that they already had that and that was taken for granted; that this was in addition.

Mr. Dunkelberger clarified that this was another proposal.

At this time, Ms. Fournier excused herself and said that she just wanted to interrupt real quick and gave Ms. Rawski something.

Ms. Rawski said okay.

Ms. Fournier said to Ms. Rawski that there was a check in there.

Ms. Rawski asked if this was something that required dating.

Ms. Fournier said that they were submitting to the Board of Appeals right now, too.

Ms. Rawski said that she could not do that after business hours; that she was not in official capacity, really, as Town Clerk right now.

Ms. Fournier said that this was Town business right now.

Mr. Beckert said no; hand it back to her.

Ms. Fournier made a comment that was hard to understand then left the BOS meeting.

Mr. Moynahan apologized to Ms. Rawski; that he thought it was something personal or he wouldn't have grabbed that.

Ms. Rawski apologized to everyone; that they really should be in her office during normal business hours; that Ms. Fournier didn't know she was here.

Mr. Beckert said that no apology was required from Ms. Rawski.

Mr. Moynahan said that he would hand it back to her and let her know to provide it during business hours.

NOTE: Mr. Moynahan handed the check back to Ms. Fournier with an explanation after the meeting tonight.

Ms. Rawski said thank you.

Mr. Moynahan said to Mr. Blanchette that they would put the notes for the agenda for next week and that this would be on here with any other correspondence that related to it.

Other Business as Needed

Mr. Moulton said that he would like to be on the agenda next week.

Mr. Moynahan said okay and asked Mr. Blanchette to make a note of that.

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Ms. Rawski asked if they would consider a policy.

Mr. Moynahan said that they did have a policy review on their AIL and asked if there was a specific item.

Ms. Rawski said video-streaming and website definitely needed some policy and procedure.

Mr. Moynahan said that they did have some stuff for video-streaming and they would have to dig that out and nail it down.

Mr. Dunkelberger said that that was some of that low-hanging fruit.

Mr. Moynahan said right. He added that he thought that that would be quick and easy once they actually sat down and dedicated time to do it.

Ms. Rawski said that video-streaming kind of brought it to her attention, again, only with off-site tapings and who would be allowed to do the taping and that type of thing. She added that there were real concerns about who was doing what, when, and how and who was responsible; that with the website what was allowed and what was not and there needed to be some guidance on those types of things.

Mr. Moynahan said that they did send out a memo to all boards, committees, and all that sort of thing on how to schedule to be video-streamed; that he thought it was 48 hours before a meeting or at the beginning of the week...he asked Mr. Blanchette.

Mr. Blanchette said that at the beginning of the month they should...

Mr. Murphy confirmed that it was at the beginning of the month for the whole month.

Mr. Blanchette said that that was correct.

Mr. Moynahan said that everything had to go to the Administrative Assistant to pre-schedule it on the computer and that sort of thing. He added that they knew it was a work in progress on how this was going to be and, if she had comments or thought on that and its effects then he would love to hear that so that they could add that to the discussion.

Ms. Rawski said that, if they had a working session on that, then she would love to be involved.

Mr. Moynahan said that they would have a working session on the policy piece that Mr. Murphy had indicated and they would make sure that that also included video-streaming.

Mr. Hirst said that he thought that they might need an executive session for the next meeting.

Mr. Moynahan said that they would need what the classification was for the executive session.

Mr. Hirst said that it was dealing with employment, he believed, to be the classification. He added that he should have been prepared for that and he was sorry that he was not.

Mr. Moynahan said that, if it was something specific and he had a general overview, if he would forward that on to Mr. Blanchette to make sure that they had the right M.R.S.A. labeled; that they didn't need any personal information unless they needed to have that included in the meeting. He said that, again, they kept that behind closed doors.

Adjourn

There was a motion and second to adjourn the meeting at 7:13 PM.

VOTE

4-0

Chair concurs

DATE

Mr. John J. Murphy, Secretary