

**Readfield Select Board
Regular Meeting
Agenda**

August 10, 2015

Meeting starts: 6:30 PM

Location: Gile Hall

Pledge of Allegiance

Regular Meeting

- 1. Minutes:** Select Board meeting minutes of July 27, 2015 - 5 minutes
- 2. Warrant: #5&6–** 5 minutes

Communications – 30 minutes

- 3.** Select Board communications
- 4.** Town Manager
- 5.** Boards, Committees, Commissions & Departments
Trails minutes

Appointments/Reappointments: - 5 minutes

- 6.** Appointment – Cemetery Committee – Andrews Tolman
- 7.** Resignation – Trails Committee –Christine Sammons

Unfinished Business

- 8.** Notice of Public Hearing – 5 minutes

New Business:

- 9.** Transfer Stations 30 minutes
- 10.** Log books in each vehicles – 5 minutes
- 11.** Select Board Retreat – 20 minutes
- 12.** Other - 10 minutes

Public Communications:

- 13.** Members of the public may address the Select Board on any topic – 15 minutes

Executive Session -1 MRSA § 405 (6)(A) Personnel Matters – Town Manager Applications

Executive Session 1 MRSA § 405 (6)(D) Labor Negotiations

Adjournment

1. Minutes

7/27/15

Town of Readfield – SELECT BOARD

MINUTES

07/13/2015
29

6:32 PM

TOWN OFFICE

MEMBERS PRESENT	Valarie Pomerleau, Allen Curtis, Bruce Bourgoine, Christine Sammons
MEMBERS ABSENT	Thomas Dunham,
MEETING TYPE	SELECT BOARD MEETING
NOTE TAKER	Tina L. Cagle
ATTENDEES	Town Manager, Theresa Shaw, John Parent, John Perry, Shelly Gerstein, Wendy Dennis, Laurence Perkins, Alexander Wright, Roland Cote, Will Harris, Ann Keilty, Gary Keilty, Grace Keene, Jada Clark

Agenda topics

#1 MINUTES 07/13/2015, 07/15/2015 & 7/20/2015	
DISCUSSION	1)
MOTION	Motion by Selectperson Bourgoine to approve the amended minutes of 07/13/2015.
SECOND	Second by Selectperson Curtis
PASS/FAIL	Motion passes: 4-0
MOTION	Motion by Selectperson Curtis to approve the minutes of 07/15/2015.
SECOND	Second by Selectperson Sammons
PASS/FAIL	Motion passes: 4-0
MOTION	Motion by Selectperson Sammons to approve the minutes of 07/20/2015.
SECOND	Second by Selectperson Curtis
PASS/FAIL	Motion passes: 4-0
#2 WARRANT #3 & 4 REVIEW	
DISCUSSION	1) Review of warrant.
MOTION	Motion by Selectperson Bourgoine to approve Warrant #3 & 4 in the amount of \$196,232.42.
SECOND	Second by Selectperson Sammons
PASS/FAIL	Motion passes: 4-0
#3 SELECT BOARD COMMUNICATIONS	
DISCUSSION	1) Selectperson Curtis would like to have guidelines written up for the hiring and interview process for the town manager position. 2) John Perry suggested phone interviews to weed out any unqualified candidates. 3) Selectperson Curtis updated the Board on the status of the union vote. Executive Session this evening to discuss the union issues.
#4 TOWN MANAGER	
DISCUSSION	1) None
MOTION	
SECOND	
PASS/FAIL	
#5 BOARDS & COMMITTEES	
DISCUSSION	1) Chairperson Pomerleau thanked all the committees for their minutes.
MOTION	
SECOND	
PASS/FAIL	
#6 APPOINTMENTS	
DISCUSSION	1)
MOTION	Motion by Selectperson Curtis to approve the application to the Recreation Committee for Jada Clark.
SECOND	Second by Selectperson Bourgoine.

PASS/FAIL	Motion passes: 4-0
#7 BOARD LIASON TO COMMITTEES	
MOTION	Motion by Selectperson Bourgoine to suspend the policy until further discussion.
SECOND	Second by Chairperson Sammons
DISCUSSION	Chairperson Pomerleau mentioned that the policy has not been in place for very long and would like to continue the policy until otherwise discussed.
MOTION	Selectperson Bourgoine withdraws his motion.
DISCUSSION	The policy will be discussed at a future meeting.
#8 RESIGNATION	
DISCUSSION	1)
MOTION	Motion by Selectperson Bourgoine to regretfully accept the resignation of Lorraine Wagner from the Cemetery Committee.
SECOND	Second by Selectperson Sammons.
PASS/FAIL	Motion passes: 4-0
#9 CONCRETE BOX CULVERT REPAIR	
DISCUSSION	1) The Board would like to send out the RFP again for this project. The quote from Callahan Construction was extremely high and that was the only bid. 2) The culvert can winter over with no issues.
MOTION	
SECOND	
PASS/FAIL	
#10 SUMMER RESIDENTS MEETING	
DISCUSSION	1) Meeting will be set for 08/06/2015 at 5 pm.
MOTION	
SECOND	
PASS/FAIL	
#11 OTHER	
DISCUSSION	1) Troiano Waste Services has purchased Worthing Waste Systems and has applied for use of the transfer station.
MOTION	Motion by Selectperson Curtis to accept the application for Troiano Waste Services.
SECOND	Second Selectperson Sammons.
PASS/FAIL	Motion passes: 4-0
DISCUSSION	1)
MOTION	Motion by Selectperson Curtis to approve the Secret Ballot as presented.
SECOND	Second by Selectperson Bourgoine
PASS/FAIL	Motion passes: 4-0
MOTION	Motion by Selectperson Curtis to ask the Town Manager to advertise the Secret Ballot by all available means.
SECOND	Second by Selectperson Sammons.
PASS/FAIL	Motion passes: 4-0
DISCUSSION	1) There will be a Public Hearing on 08/10/2015 @ 6pm to name a trail on Mill Stream.
MOTION	Motion by Selectperson Bourgoine to hold a public hearing for trail naming. 1 st recommendation as Mill Stream Pathway, and 2 nd recommendation as Mill Stream Trail.
SECOND	Second by Selectperson Sammons.
PASS/FAIL	Motion passes: 4-0
DISCUSSION	1) Church Road Cemetery wall repairs and ditching need to take place. 2) Dudley Cemetery fence has been painted.
#12 PUBLIC COMMUNICATIONS	
DISCUSSION	1)
MOTION	
SECOND	
PASS/FAIL	
EXECUTIVE SESSION	

DISCUSSION	1)
MOTION	Motion by Selectperson Curtis to enter into executive session per M.R.S.A. for Union Updates.
SECOND	Second by Selectperson Sammons.
PASS/FAIL	Motion passes: 4-0

Adjourn: 8:05 pm

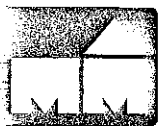
DRAFT

2. Warrant

#5 & 6

3. Select Board Communications

4. Town Manager



MAINE MUNICIPAL ASSOCIATION

Risk Management Services

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

Telephone No.

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

DATE: August 4, 2015

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

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

RE: Dividend Payments

We are pleased to announce that the Board of Trustees of the **MMA Workers Compensation Fund** voted at its May 21, 2015 meeting to allow a dividend to the members of the Fund who meet the established criteria. Continuing members whose 2014 contributions are greater than \$25,000 annually, whose 2014 loss ratio is less than 40% and whose three-year loss ratio is less than 75% will receive a 5.72% dividend. Continuing members whose 2014 contributions are less than \$25,000 annually and whose loss ratio is less than 50% for the three years ending December 31, 2014, will also receive a 5.72% dividend. All losses are valued as of June 30, 2015.

The Board of Directors of the **MMA Property & Casualty Pool** voted at its May 21, 2015 meeting to allow a dividend to current members of the Pool who meet the established criteria. To earn a dividend, a member must have a loss ratio of 50% or less for the qualifying year of July 1, 2013 to June 30, 2014, calculated and valued as of June 30, 2015. Continuing members whose participation began on July 1, 2009 or prior will earn a 5.41% dividend and members who joined after July 1, 2009 will receive a 4.41% dividend.

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

Dividends are being paid in the Workers Compensation Fund and Property & Casualty Pool totaling \$1,198,485. Both governing boards are very pleased with the results of their respective programs and thank you for your support and continued participation. Good management practices and sound loss prevention measures on the part of all of the members have contributed to the success of these programs. Your entity is a big part of this success.

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

5. Boards & Committees

June 23, 2015 Trails Committee Meeting Minutes

Present: Will Harris, Nancy Buker, Bob Harris, Hank Laidlaw, Ken Clark, Milt Wright, Lydia Adelson, Gary Keilty, Ann Keilty, Romaine Turyn, Chris Sammons

Excused Absent: Karen Peterson, Rob Peale, Jeanne Harris

Chair Milt Wright called the meeting to order at the Town Office at 6:30 PM.

May 26, 2015 Minutes: Motion to accept by Will Harris, seconded by Ken Clark with correction of the spelling of McDougald. Approved by unanimous vote.

Milt Wright went over the three secret ballot articles that pertained to the Trails Committee.

1. Article #22-To accept and appropriate an anticipated donation in the amount of \$2700 for Readfield Trails Committee projects. Yes 586, No 91, Blank 16
2. Article #50-Authorize Select Board to enter into Trail Easements and Agreements with private property owners. Yes 488, No 174, blank 31
3. Article #51-To accept previously signed trail agreement between the Town of Readfield and the Union Meeting House. Yes 566, No 95, Blank 32

Ken Clark updated us on the Strategic Plan. He passed out the Strategic Plan, updated by Ken Clark, Hank Laidlaw and Lydia Adelson (Included in the minutes). Ken Clark asked Lydia Adelson to update her visit to the schools. Lydia said her visit to the High School was very positive. She talked to the secretary and she was going give a copy to the physical education teacher. She was also going to give the map to all of the teachers and stress the whole family could use the trails. Lydia then visited the elementary school and talked to Sherry Williams. She agreed to put the maps in the lobby and send it home in the newsletter. Sherry Williams also sent the information to the other three elementary schools and they are putting it in their newsletters. Shawn Harper, Spirit of America Award recipient, was at the school working with the students on their lunch break with a walking program. He was receptive to promoting the trails. Will Harris asked if the high school had an Outing Club and suggested getting in touch with Carol Leone who runs a non-profit Teens to Trails. It could bring teens to the trails for enjoyment and labor. Lydia is going to talk to the biology teacher because the students have a yearlong project of checking an area for a year. They are also going to follow up at the beginning of the school year. Ken also said he could envision Mom's walking together with their strollers on the trails. Everyone thought the Strategic Plan Committee did a good job.

Hank submitted the estimated cost for the new gatepost anchors for the existing gate at the old landfill road (included). He says he spoke with Tom Donegay who was very helpful by recommending Auburn Concrete and the shape of the slabs to be trapezoid to reduce frost from moving the slabs. Hank thought Tom would visit the site with them. Gary remarked that before the election Lenny Reay had agreed to help out with moving the gate and he would check and see if he still agreed. Chris Sammons asked if anyone had approached Bill Rourke. No one had.

Nancy Buker explained in detail how the Readfield Trails Trust Fund was established and her report is included with the minuets. Nancy did an excellent job walking us through the process. We had two donations last year of \$100 and \$25 which is in the account. Milt ran into Jeff White, who donated the

\$100, on the trails and he said he was going to donate again this year. He is a traveling nurse and ends up in Readfield this time of year and loves the trails.

Suggested name for the Mill Stream trail was Mill Stream Pathway. Romaine Turyn asked if anyone liked Mill Stream Way. Will Harris made a motion to call the trail the Mill Stream Pathway and it was seconded by Nancy Buker. The motion passed with a unanimous vote. Will Harris will request a public hearing because he is an abutter to the trail.

Milt Wright says we have six stewards for the trails, Milt Wright, Gary Keilty, Bob and Jeanne Harris, Hank Laidlaw and Chris Sammons. He wanted to ask Will Harris to be the Steward for the Mill Stream Pathway. Romaine Turyn made the motion for Will Harris to be the steward for the Mill Stream Pathway and it was seconded by Ken Clark. The motion passed with a unanimous vote.

Hank Laidlaw reported on the continuation of the Community Pathway behind the Union Meeting house. He says it has a whole new look. Trees were taken down and the huge debris pile was removed to make room for the blue stone. The blue stone is down from the end of the pathway to Church Road. There is a culvert by Church Road under the blue stone. Many volunteered for this project, Milt Wright, Bob Harris, Jeanne Harris, Gary Keilty, Ann Keilty and Hank Laidlaw. Milt Wright says there is poison ivy next to the pathway.

Ann Keilty reported that the signs were going to be put up Friday morning. Mark Birtwell was going to be at the Fairgrounds at 8 AM to start on the post holes. There are three yard arm signs for Church Road, Route 17 and the superintendent's office, coordinated by Tim Sniffen and Jerry Bley. Ann Keilty, Milt Wright, Bob Harris and Lydia Adelson all agreed to volunteer Friday morning.

Ann Keilty also reported on the wonderful presentation Ellen Blanchard did on the rocks surrounding the parking lot in the Fairgrounds on National Trails Day. Hank Laidlaw said it was a lively 2 ½ hour presentation. Ann is assisting Ellen stocking her pamphlets at the kiosk.

Gary Keilty wanted to get a packet to the Select Board before they went on retreat in August educating the board to hours volunteered by Trails volunteers equating to in kind donation of \$20,000. He had given it to Valarie Pomerleau but he didn't think she had shared it with the rest of the board. Milt suggested it be taken up at the next meeting when he was no longer on the committee. Romaine wanted to know why Milt didn't want to address package for Select Board tonight. Milt said it would be better to wait. Will said it would look like a set up if we sent something to the Select Board right off.

Gary Keilty detailed the ditching at the Fairgrounds so that heavy rains drain correctly. The tractor left tracks, so we need rakers to smooth it out. The rip rap for the trail started out with huge rocks, but then a load of a manageable size rocks was obtained. The Fairgrounds is turning into a multi-use complex. Nancy said we need a picnic table, other committees are afraid of vandalism and trash. A contractor was hired to eradicate the poison ivy.

Lydia Adelson reported on Heritage Days. Karen Dube is planning a triathlon for different age groups. Lydia thought we should have a booth for water, maps etc. Talked about getting shirts with Nancy's Trail sign for a picture to identify us as the Trails Committee. Let Gary and Ann know if you want a shirt.

Gary Keilty wants a small sub-committee to meet with Bill and Flo Drake about the Drake's property off Church Road.

Milt Wright said the budget for fiscal year ending 6.30.15 had \$46 left over but Mark Britwell's time had to be charged off.

Milt Wright said he didn't receive any feedback from the Recreation Committee or Conservation Committee on the Ballfield Governance Document.

Other Business - Milt Wright filled everyone in on the damage to Torsey Pond Nature Preserve. Someone had ridden an ATV on the access and flattened 10 trees. A piece of plastic was found at the foot of the bridge that could have come off the ATV. Kennebec Land Trust wants to file charges.

Will Harris made the motion to adjourn the meeting and it was seconded by Ken Clark. The motioned passed by unanimous vote.

Meeting adjourned at 8:43 PM.

Submitted by:

Chris Sammons

Substitute Secretary

6. Appointments

RECEIVED
AUG 05 2015

TOWN OF READFIELD
APPOINTMENT APPLICATION

8/5/15
DATE RECEIVED
H. H. H. H. H.

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

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

Please check one:

☒

1st time appointment

☐

re-appointment

Which Board, Committee or Commission

are you applying for?

Cemetery Committee

Name: Andrews Tolman

Phone (H): 685 4197

Street address: 183 North Rd

Phone (C): 931 9631

Mailing address: "

E-Mail: a183north@tuc.com

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

Interested in conserving town history and community
Readfield history, former selectboard member

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

See above

If you are currently employed, what is your position?

retired

APPLICATION FOR APPOINTMENT FOR:

Name: Andrew Tolman Position Cemetery Com. Term: 6-30-18

CLERK'S USE BEFORE THE APPOINTMENT

Open position Cemetery Com. Term: 6-30-2018
Was this position advertised? ☐ Yes ☐ No If no, please explain:

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

CLERK'S USE AFTER THE APPOINTMENT

Chair has been notified of appointment? ☐ Yes ☐ No If yes, what date:
Is an Oath appropriate: ☐ Yes ☐ No If yes, what date:

SELECT BOARD APPOINTMENT

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

thru 6-30-18. Given under our hand this , day of , 2015.

Bruce Bourgoine

Allen Curtis

Thomas Dunham

Valarie Pomerleau

Christine Sammons

7. Resignations

Robin L. Lint

From: Christine Sammons <selectboard.cs13@yahoo.com>
Sent: Tuesday, July 28, 2015 6:28 AM
To: Teresa Shaw; Valarie Pomerleau; Robin L. Lint
Subject: Letter of Resignation sent to Milt Wright 6.19.15

Milt,

> Please accept this email as my letter of resignation from my appointment to the Trails Committee effective 6/30/15. I will start my 3 year term with the Select Board on 7/1/15. Please keep me on your volunteer list because I still wish to spend some of my free time working on the trails. It was a wonderful committee to serve on and I enjoyed working with all of you.

> Chris

>

8. Notice of Public Hearing

Town of Readfield

MUNICIPAL OFFICERS' NOTICE OF PUBLIC HEARING ON SECRET BALLOT REFERENDUM

Notice is hereby given that the Municipal Officers of the Town of Readfield will hold a public hearing on August 10, 2015 at 6:15 pm at the Readfield Town office building in Readfield to hear public comment on the following:

Article 1: To elect a moderator to preside at said meeting and to vote by written ballot.

Article 2: Shall the Town vote to raise and appropriate \$21,400 for the General Government for Assessing budget category?

Article 3: Shall the Town vote to raise and appropriate \$28,746 for the General Government for the Code Enforcement/Plumbing Inspector/Building Inspector budget category?

Article 4: Shall the Town vote to raise and appropriate \$7,200 for the Capital Improvements for the Equipment budget category with any unexpended balance to be carried forward?

Article 5: Shall the Town vote to appropriate \$8,000 for the Capital Improvements for the Maranacook Dam budget category using carry forward funds 10100 with any unexpended balance to be carried forward?

Article 6: Shall the Town vote to raise and appropriate \$20,000 for the Capital Improvements for the Maranacook Dam budget category with any unexpended balance to be carried forward?

Article 7: Shall the Town vote to appropriate funds not to exceed \$7,000 to cover Overdrafts from the Unassigned Fund Balance?

RETURN

Readfield, Maine

Pursuant to 30-A M.R.S.A. §2528(5), we have this day, being at least seven days before the hearing, notified the inhabitants of said Readfield of a public hearing, to be held at the time and place, and for the purposes stated above, by posting a copy of said notice at the following public and conspicuous places in said Readfield. Readfield Post Office, Kents Hill Post Office and Readfield Town Office.

_____, 2015

_____ Bruce Bourgoine

_____ Allen Curtis

_____ Thomas Dunham

_____ Valarie Pomerleau

_____ Christine Sammons

9. Transfer Station

Agenda for SWRC Special Meeting 7-9-15 at Readfield Town Office 5 to 7:15 pm

Members: Aaron Chrostowsky, Mary Farnham, Stephanie Haynes, Teresa Shaw, Darcy Whittemore, and Kathryn Mills Woodsum-Chair

Members absent: Tom Dunham, Glen Hawes, and Jon Lamarche

Public: Mark Birtwell

1. Disposal costs for all demolition 1 hour 50 mins

The Readfield Select Board has asked us to consider solutions to the demo costs not matching the amounts collected from residents. They are ready to enact something and would like our input first. We should plan on developing several solutions and listing them out with our preference for the Select Board to consider.

Teresa gave us an analysis back to 2011 showing fees billed to us and fees collected. Fees are not collected to match costs, over a four-year period, for all demo and shingles. We need a solution for the towns to collect the proper fees for all demo and shingles.

We discussed this for almost 2 hours and considered all of the following recommendations multiple times, and decided the only approach worth considering was a multi-pronged one as the situation is complex in nature, and the combination of all the recommendations is needed.

The situation as we see it: "Waste materials are brought in to the site on a regular basis and are removed when the collection bins are full. Residents are required to pay for all items deposited in the bins. The monies collected match the slips written for receipts to residents and turned in to the Readfield Town Office. However, the monies collected do not nearly match the charges for disposal of the materials, consistently over a four-year period.

There is an effect of weight being added to the demo bin only due to rain and snow accumulating in the bin. A driveway barrier gate is the only protection against dumping when the site is not staffed. Evidence shows that residents are not always charged for items, for various reasons, primarily due to small quantities being brought to dispose of."

Proposed solution approach:

- 1) We need to shed light on what is occurring with the demo. Tally the total on Teresa's sheets and present to both the Readfield and Wayne Select Boards and the transfer station employees.
- 2) Pass out the Transfer Station pamphlet to all folks who register vehicles at each town office (after revision of typos and inclusion of 2-bag limit per vehicle for demo charges; partial truck fee applies after 2 bag limit.)
- 3) Covers for the demo bins, costs approved for by both towns in June 2015 at town meetings, should be ordered immediately and installed.
- 4) Refine transfer station attendant job description to include expanded workplace rules.
 - a. At least one employee must be present in the drop-off zone at all times.
 - b. Greet all customers as they enter the drop-off zone. All vehicles must see the attendant before dumping anything, whether for a fee or for free. Attendant sees everything each vehicle is bringing before anything is

dropped. Attendants stand outside all day positioned at the beginning of the unloading zone.

- c. Evaluate the load the customer is bringing, provide direction for: where to place items, what cannot go in the swap-shop, and what must be paid for.
- d. Write bill and receipt in front of customer while monitoring placement of materials disposed of. Collect fees and provide receipt to customer.
- e. Every placement of materials into the demo or shingles bins, clean wood waste, items with Freon, household hazardous waste, and propane tanks areas, must have a receipt written for.
- f. Fee schedule must be posted visibly for all customers to see.
- g. Fee schedules will be passed out to all customers during the months of July, August and September of 2015. (To assist in startup of each town office passing out with vehicle registrations.)
- h. Lead worker of the shift will take a photo of the demo and shingles bins at opening and closing every day on town provided camera and provide to transfer station manager each Tuesday morning.
- i. Advise workers that demo loads for all materials must match with fees collected and charges billed to the town. Employees will be shown historical data for validation of cost issues. Employees will be held accountable in the same manner as all front office employees of the town office are; i.e. all financial transactions must match up for collections and charges.
- j. Provide employees with needed support to enact correct and reliable transactions; i.e. fees posters and brochures, signs, and security cameras, training on revised workplace rules.

5) Install new signage and implement new dropping procedures.

- a. Signage is outdated, worn and faded, missing, or never placed. Proper signage is key to customers using the transfer station correctly. Uniform signs in size, color and printing are the most clearly visible. Green background for free disposal, red background for pay disposal. Directional signs for improved and safe traffic flow. All signs posted prominently and in correct location.
 - b. New dropping procedure is: A transfer station employee will greet all customers as they enter the drop-off zone, where their load will be evaluated for what is being disposed of. Direction will be provided for: where to place items, what cannot go in the swap-shop, and what must be paid for. Customer will receive a bill written by the employee for all materials that require a fee, as noted on the fee schedule posted prominently, and must pay on site when billed. Customer will receive a receipt for every transaction.
- Install security cameras at the transfer station to monitor transactions between the residents and the employees as well as after-hours activity.
 - o There is no other way to secure the facility and to monitor what is deposited into the bins and disposal areas.

- o Cameras will be mounted in strategic locations to record vehicle license plates, items in disposal areas, and in the event of after hours illegal dumping the vehicles, persons and items in the area.
- o Recording equipment will be in a locked container accessible only by the transfer station manager.
- o Transfer station manager will be responsible for reviewing film weekly to spot-check for discrepancies and for review whenever a questionable event has taken place.
- o Transfer station manager will be responsible for demo load costs matching demo fees collected. All reasonable procedures to ensure financially responsible operation of the site may be enacted.
- Costs for above items can be paid for with carry-forward transfer station funds from each town. Signage had been included in the previous two budgets, and was not purchased, thus comprising part of the carry-forward fund. A warrant article for permission to spend from carry-forward funds for signs and cameras can be written and placed on the warrant for the upcoming town meeting in August or September.
- This recommendation is for immediate implementation with an October 1st deadline for completion.

2. Signs - Update on design and placement 10 mins

Darcy visited the transfer station and discussed needs with Glenn and Mike. Kathryn also visited the transfer station, and met with the transfer station manager and the town maintenance worker. Darcy and Kathryn discussed needed signage. Kathryn designed signs and presented to the transfer station manager in June. The sign designs, as listed below, were shared with everyone in attendance.

24" x 24" Aluminum sign, 80 mil, Engineer Grade Reflective, Green background, White lettering

1 - COMMERCIAL HAULERS ONLY ON THURSDAYS

1 - METALS NO picking from pile No LP Gas Tanks, No Gas Cans, No Whole Cars

1 - GREEN COMPOSTABLE Grass clippings, Plants, Weeds

1- BROWN COMPOSTABLE Leaves, Horse Manure

1- COMPOST 2 BUCKET LIMIT

1- SAND 2 BUCKET LIMIT

1- BRUSH NO FEE  (arrow below letters)

1- LOADING ZONE  (arrow below letters)

We would like the titles in largest letter size to fit sign, and the rest in appropriate letter size for best visibility.

24" x 24" Aluminum sign, 80 mil, Engineer Grade Reflective, Red background, White lettering

1- STAY IN VEHICLE UNTIL IN UNLOADING ZONE




1- SEE ATTENDANT BEFORE UNLOADING ANYTHING
Want to have same size font as on the signs above.

24" Wide x 12" High Aluminum sign, 80 mil, Engineer Grade Reflective, Red background, White lettering


- 1- DEMOLITION \$ FEE
- 1- TIRES \$ FEE
- 1- CLEAN WOOD \$ FEE
- 1- PROPANE TANKS \$ FEE
- 1- ITEMS WITH FREON \$ FEE
- 1- SHINGLES \$ FEE

We would like all on 1 line if possible. Want to have same size font as on the signs above.

24" x 24" Aluminum sign, 80 mil, Engineer Grade Reflective, White background, Black lettering, with Black border

- 1- ENTER  (arrow below letters)
 - 1- STOP TO SHOP  (arrow below letters)
 - 1- RETURN TO DROP-OFF POINT  (arrow below letters)
- Want to have same size font as on the signs above.

18" x 18" Aluminum sign, 80 mil, Engineer Grade Reflective, White background, Black lettering, with Black border

- 2- EXIT  (arrow below letters)
- Want to have largest size font that will fit.

24" Wide x 12" High Aluminum sign, 80 mil, Engineer Grade Reflective, Blue background, White lettering

- 1- RECYCLABLES
- 1- TRASH

Want to have largest size font that will fit.

We agreed on all signs and added two additional ones. Poles and mounting screws are also needed for most signs.

"Only Readfield and Wayne residents may leave and take items from the Swap Shop. Residents may not give items to employees." (Red, 24" x 24")

"Thank you for visiting the Transfer Station. All transactions must have a receipt. Have a nice day!" (Green, 36" x 36")

3. Swap Shop-Update from Teresa. John Parker who organized the shop died last week. 10 mins

We agreed that the Swap shop is a good thing. It's currently open whenever the transfer station is open. There should be equal access to all residents who enter the shop. The shop needs to be monitored for drop-offs so the items are appropriate. Employee resident may only use the shop on their day off or during their break. Sign needed "Residents may not give items to employees." Aaron will look into a clothing deposit bin now that we don't have John to sort the clothing. We need to advertise for volunteers for the shop. For now, either close the shop with an explanatory sign that asks for new volunteers, or have employees maintain the shop on Thursdays when the site is only open for commercial haulers and they are in-between drop-offs.

4. Paving of the previously paved portions of the transfer station. 5 mins

Wayne will not, and really should not, pay for repaving, which a capital cost. Readfield may pay for repaving and stripping whatever they can afford. Funds were approved from the transfer station carry-forward account at the June 2015 town meeting.

5. Setting next agenda 5 mins

Items for consideration for meeting Wednesday November 4th at the Readfield Town Office

Update from transfer station manager, Promote recycling, Minutes and record keeping of same, Maintaining anecdotal records, other?

We agreed not to meet in August as we have now covered everything needed. If something were to arise in the meantime we can call an additional meeting.

Draft respectfully submitted by: Kathryn Mills Woodsum, July 10, 2015

Do Recycle

Paper, Plastic, Metal & Glass can all be mixed together. Please remove all tops and lids from containers!

PAPER

- Cardboard Boxes
- Newspapers & Inserts
- Magazines
- Mail & Catalogs
- Paper Bags
- Office Paper & Envelopes
- File Folders
- Wrapping Paper
- Phone Books
- Hard Cover Books
- Paper Plates (clean)
- Milk & Juice Cartons
- Drink Boxes & Aseptic Containers
- Cereal Boxes
- Gift Boxes
- Pizza Boxes

PLASTIC

- Water Bottles
- Milk Jugs
- Detergent Bottles
- All rigid containers marked with a #1-#7 (except Styrofoam)
- Plastic Grocery/Shopping Bags marked with #2 or #4

METAL

- Tin Cans
- Aerosol Cans (empty)
- Aluminum Cans/Foil
- Pots & Pans

GLASS

All glass bottles & jars (all colors)

All containers should be empty.

Don't Recycle

- Batteries, alkaline
- Bubble-wrap
- Clothing & shoes
- Diapers
- Envelopes that are plastic or Tyvek®
- Food (but you can compost it at home!)
- Kitty litter
- Knives
- Light bulbs,
- Incandescent (trash), compact fluorescent light bulbs (return to store)
- NO Needles and sharps
- Paper napkins
- Paper towels
- Plastic bags:
 - Bread bags
 - Frozen vegetable
 - Snack/sandwich
 - Trash bags
- Plastic wrap or film
- Potato chip bags
- Propane cylinders
- Ribbon & bows
- Styrofoam® or polystyrene foam (even if marked #6)
- Toys
- Trash/waste
- Vinyl (siding, bumper stickers, etc.)
- Waxed boxes & paper
- Wood

For more information,

- Go to www.ecomaine.org
- Call EcoMaine at 773-1738
- Call your town office

Readfield & Wayne Transfer Station

Recycling Hours:
 Tuesday - Friday 8 am - 6 pm
 Saturday 8 am - 4 pm

TRANSFER STATION GUIDELINES

Residents of Wayne and Readfield using the Transfer Station will pay all fees at time of drop off for such items as refrigerators, stoves, mattresses, TV's, computers, etc. All fees for dropping items at the Transfer Station will be on a "pay as you drop" basis. When residents of either town do not have the necessary fees for items they wish to drop, they will not be permitted to leave those items at the Transfer Station.

Telephone 685-3144

**RECYCLING TOGETHER,
FOR A BETTER TOMORROW
RECYCLING SAVES MONEY!**

Recycling is Mandatory!

Check the list of what you
can recycle inside this brochure.



Purchase your bin
for just \$8.00 at
the Town Office
or
Transfer Station

COMPOSTING IS RECYCLING

WHAT TO COMPOST



Readfield and Wayne residents may take, once a week, one five gallon bucket of compost from the compost pile.

CLEAN WOOD WASTE

In order to lower the cost of removing clean wood waste from the transfer station, we must stock pile enough clean wood waste to warrant the hiring of a tub grinder. We have received permission from DEP to pile the clean wood waste inside the brush pile area. If the clean wood waste pile is contaminated with unacceptable materials, we will have to pay demolition-tipping rates (\$75./ton) for its removal. Clean wood waste tipping fees are around \$25./ton, and we process around 300 hundred tons per year of clean wood waste. The only way we can keep the clean wood waste pile from getting contaminated is to have an attendant check each load. If you are a contractor or a resident who is doing a project, you may call 685-3144 Mondays, Tuesdays, or Thursdays to make an appointment.

WHAT IS CLEAN WOOD WASTE?

All dimensional lumber is allowed. Lumber may have nails, bolts, etc. and be varnished or lightly painted. Furniture, plywood, chip & particleboard, windows & doors (no glass), and wooden shingles, are also accepted.

NO PRESSURE TREATED WOOD IS ALLOWED! You may not leave anything attached to the wood such as sheetrock or roofing shingles.

No charge to authorized Residents or Commercial Haulers licensed in Readfield

		Pick-ups				Trucks				Trailer Loads			
		Compact		Full Size		1.5 Ton 4-6 cy	2 Ton to 8 Wheel 8-10 cy	6 Wheel 10-14 cy	Under 27 Sq. Ft.	27 to 41 Sq. Ft.	42 to 54 Sq. Ft.	55 to 88 Sq. Ft.	
		Standard 1.5 cy	Long 2 cy	Short 1.5 cy	Standard 2 cy								Long 2.5 cy
(Basis: \$20/cubic yard)	Full Load	\$30	\$40	\$30	\$45	\$80	\$100	\$160	\$240	\$60	\$80	\$120	\$160
	2/3 Load	\$20	\$27	\$20	\$30	\$35	\$70	\$110	\$160	\$40	\$60	\$80	\$100
	1/3 Load	\$10	\$13	\$10	\$15	\$20	\$35	\$55	\$80	\$20	\$30	\$40	\$50
(Basis: 1/3 cost of Demo)	Full Load	\$10	\$15	\$10	\$15	\$20	\$35	\$60	\$80	\$20	\$30	\$45	\$50
	2/3 Load	\$7	\$10	\$7	\$10	\$15	\$25	\$40	\$60	\$15	\$20	\$30	\$35
	1/3 Load	\$3	\$5	\$3	\$5	\$10	\$15	\$20	\$30	\$10	\$10	\$15	\$20
(Basis: \$30/cubic yard)	Full Load	\$45	\$60	\$45	\$60	\$75	\$160	\$240	\$360	\$90	\$135	\$180	\$225
	2/3 Load	\$30	\$40	\$30	\$40	\$50	\$100	\$160	\$240	\$60	\$90	\$120	\$150
	1/3 Load	\$15	\$20	\$15	\$20	\$25	\$50	\$80	\$120	\$30	\$45	\$60	\$75
Pick-ups & Trucks													
With sideboards, cap or rounded over													
Without sideboards or not rounded over													
Without sideboards or half full													
Trailer Loads													
With 38" sideboards or rounded over to 38"													
With 24" sideboards or rounded over to 24"													
With 12" sideboards or rounded over to 12"													
Barrels & Plastic Bags of Demo													
Large Barrels/Bags (50 Gall)		\$3											
Medium Barrels/Bags (30 Gall)		\$2											
Small Barrels/Bags (15 Gall or less)		\$1											

Free

Item	\$ / Item
Computer, Computer Monitor, Scanner	\$5
Keyboard	\$3
Hard Drive	\$4
Printer, Fax Machine	\$8
Television (13-31")	\$5
Television (floor Consoles & Big Screens)	\$10
Rechargeable Batteries (AAA-AA-C-D)	Free
Fluorescent Bulb	12.5 cents/ft.
Thus, \$.50 for 4", \$.75 for 6", \$1 for 8"	
Mercury Containing Device	\$1

All fees and conditions are subject to changes adopted by the Readfield Select Board in accordance with the "Town of Readfield Solid Waste and Recycling Ordinance".

The TS Attendant on duty will make decisions to accept or reject loads, to assess disposal charges, and to verify payment of appropriate fees. A receipt will be issued for all fees collected.

Date	Name	Signature	Invoice #
Readfield	Wayne	Contractor	

Large fiberglass or plastic objects (boats, tub-showers, etc.)	\$15
Shower	\$6
Tub	\$8
Sofa with NO built-in bed/recliner	\$20
Sofa with built-in bed/recliner	\$30
Stuffed chair or Sectional (per Section)	\$8
Chair recliner	\$20
Mattress or Futon	Twil \$10 Full \$15
Box Spring	King/Queen \$20 Crib \$3
Toilet	\$5
Porcelain sink	\$3
Rugs: Small(4x6)	\$2
Medium(6x8)	\$3
Large(8x12)	\$5
Ex-Large(12x12)	\$8
Small amounts of carpet cut up into 2x3 sections can go into the regular MSW trash at no cost.	\$12

Up to 13"	Without Rims	With Rims
13" to 15"	\$1	\$3
15" to 17"	\$2	\$4
17" to 19"	\$3	\$5
19" to 21"	\$4	\$6
Skidder & Big Tractors	\$200	DONT ACCEPT

1 Pound	\$ / Item
10 to 20 Pounds	\$1
30 Pound	\$2
100 Pound	\$3
Helium Gas Tanks	\$10
	\$4

With Freon	\$10
Without Freon	Free

10. Vehicle Log Books

11. Select Board Retreat

Readfield Select Board and Town Manager Retreat – *approved report*
August 8, 2014; 8:00 am – 4:00 pm
Facilitated by Dana Lee, Lee Facilitation Services

Attending: Chair Sue Reay, V. Chair Val Pomerleau, Selectmen Allen Curtis, Greg Durgin and Tom Dunham, Town Manager Stefan Pakulski

- *Parts of the meeting were dedicated to a Q and A with state representatives running for election and with RSU Supt. Donna Wolfrom, Finance Director Brigette Williams and School Board Member David Greenham*

Past Year Successes

Many policies have been updated and approved by the Select Board (SB).

The SB appointed Ad Hoc Committees as needed to help review policies; three ad hoc committees are still currently working: Public Works Reporting Committee, Roles of Liaisons Committee, and Road Bond Reporting Committee.

Had discussions attempting to better determine Town Manager workload, SB expectations and how they affect workload. Had discussions with Town Manager regarding time management.

Focused on the proper roles of SB Members, how we communicate and function has been discussed and is improving.

The SB achieved some improvements in participation and transparency using the Town's website, the Messenger, taking more comments at meetings, and use of ad hoc committees.

The Town received another good audit report.

SB members attended all the Budget Committee and RSU budget meetings.

The Town Manager actively managed the use of the Enterprise Funds.

The Ballfield Committee achieved the creation of a ballfield with local and business support.

There was good progress made on trails development by the Trails Committee.

Frustrating Issues / Concerns

The roles, responsibilities, communication and expectations among and between Select Board Members and the Town Manager needs improvement. "Surprises" are still occurring to both the TM and to the SB members; evidence of communication improvement needs.

The Board stressed the need for Board members and staff to be very clear, thorough and accountable to Readfield citizens. This will allow for greater trust and respect among and between residents, the Select Board and Town Manager.

The Chair is still having occasional issues with Board following proper communication policies, including when complaints are made regarding the Town Manager. More understanding needed about SB roles, functioning and protocols.

The SB needs to "speak with one voice," referring agenda issues to SB Chair, accept democratically made decisions, even if an SB Member disagreed.

The rise of unionization of employees has put strains on the SB and Town Manager; unsure of what direction this will take, but will likely require a lot of Town Manager and SB time and ultimately, a lot of "fence-mending."

Goal Prioritization

Numbers in parentheses indicate number of responses.

(6) SB and Town Manager communication / trust / functioning needs improvement.

- Every six weeks, the Chair plans to hold an executive session of just SB members to perform intra-board performance toward better following policies, chain of communication, proper roles, etc. These discussions will periodically involve the Town Manager to share in how he fits into their SB improved functioning progress.

(6) Holding the mil rate / tax burden down.

- Can overtime be better managed? Would part-time employees be more cost-effective?

(4) Advance a public discussion regarding voting in the Town budget by secret ballot.

- Needs research on how to change to that adoption method, advance public information on the topic, establish hearing date(s), SB to take time / take comments and input.

(3) Improve the timing and SB time allowed to understand the proposed budget.

- Speak to Budget Committee about an earlier Budget Calendar, working more closely together (speaking at their meetings?). There is a September joint workshop with BC to discuss priorities and process.

(2) Thoughtfully and effectively managing the union issues.

- Noted for the SB to take this slowly and thoughtfully. If the unions do not form, there will be more work needed on Personnel Policies.

(2) Town Manager accountability / time management improvements.

(2) Library report / use of bank report to be issued and advanced

(2) Further develop and utilize format for Town Manager Evaluation (Workshop already scheduled).

(1) Long-term road plan must be maintained.

(1) Long-term solid waste and recycling plan to be developed.

(1) Advance the installation of needed security cameras

Other Goal Items

Did not receive any priority responses during scoring.

Investigate the staffing of Transfer Station Manager and Road Commissioner duties / Town Manager workload.

Better understand the audit, terminology, cash flow, Tax Anticipation Notes, fund balance and options (Workshop already scheduled for 8/27).

Hold an "all-committees" workshop to discuss adherence to policies and guidelines (Workshop already scheduled)

Advance a successful Fire Station addition plan.

Advance the repair of Old Woolen Bridge.

Conduct research on cost and functionality of a GIS system for the Town / website.

Restore town boundary markers; include in CIP (Some progress).

- Involve abutting towns to cost-share.

Hold tabletop Emergency Operations Planning exercise with the RSU (Already scheduled)

Chairman Sue Reay's Review of Progress Spreadsheets with The Select Board

Ordinances:

- The Town Manager will work with Town Clerk to obtain and distribute all of the most recently adopted Ordinances and update the web with same (by 8/16). SB will take up spreadsheet again on 8/24. SB Members asked to give input (by 8/19) on which policies are their priority to get reviewed.

Policies:

- SB Members asked for feedback on their priorities to Chair (by 8/19). The first policy to be considered will be the Appointment Procedure Policy, along with review of roles of SB and Town Manager.

Workshops:

- The first four workshops have been identified and are confirmed. The Chair is seeking SB feedback on which other workshops should be prioritized (by 8/19)

Budget Schedule:

- The Chair is seeking feedback on revising the budget schedule from SB Members, Budget Committee Members and Administration.

12. Other

13. Public Communications

14. Executive Session
1 MRSA 405 (6)(A)
Town Manager Applications

15. Executive Session
1 MRSA 405 (6)(D)
Union Negotiations

July 28, 2015

Teresa Shaw, Interim Town Manager
Town of Readfield
8 Old Kents Hill Road
Readfield, ME 04355

RE: Representation of the Town of Readfield

Dear Teresa:

Please thank the Board of Selectmen for choosing Preti Flaherty Beliveau & Pachios, LLP ("Preti") to serve as legal counsel to you in the above-referenced matter. This letter will confirm the nature and scope of our legal services and the business terms and conditions of our relationship. With respect to this particular engagement, we understand these to be as follows:

Client. Our client in this matter is The Town of Readfield (the "Client"). We are not being engaged to represent, and we will not represent, any other person or entity in connection with this matter except as we may hereafter expressly agree in writing.

Professional Undertaking. We are being engaged to represent the Client as legal counsel with respect to representation of the Town of Readfield as general counsel to the Town. This representation will include reviewing and responding to telephone and email inquiries from municipal officers and employees, legal research, attendance at Select Board, Planning Board and other meetings when the Board deems necessary, drafting of contracts, ordinances and other documents, and general availability to act as Town Counsel on all matters pertaining to Town business.

If you have any questions about any aspect of our representation or the scope of our services, please contact me.

Matter Responsible Attorney; Hourly Rates and Fees. I will be your principal attorney and primary contact at Preti and will have general responsibility for all aspects of our relationship. My hourly rate is \$200. Subject to my supervision, portions of our work may be performed by other lawyers or paralegals here at Preti, with hourly rates of \$200.

Commencement of Engagement. Our representation of you in this engagement will commence immediately.

General Terms and Conditions. Other material terms and conditions of this engagement are set forth in the General Terms and Conditions of Engagement attached hereto and

PRETI FLAHERTY

July 28, 2015

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incorporated herein by this reference. Your acceptance of this engagement letter also constitutes your acceptance of and agreement to abide by the attached General Terms and Conditions of Engagement. If any of these are not acceptable to you, please advise us now so that we may resolve any differences and proceed with this engagement with a clear understanding of the essential business terms of our relationship.

Please understand that while we cannot guarantee the outcome or success of this or any other engagement or professional undertaking, we will strive to represent and serve your interests in this matter effectively and efficiently.

We appreciate your business and confidence in Preti and I look forward to working with you on this matter.

Sincerely,

A handwritten signature in black ink, appearing to be 'S. Langsdorf', with a stylized flourish at the end.

Stephen E.F. Langsdorf

SEFL:ryp

Compensation; Hourly Rates.

Consistent with ethical standards applicable to the jurisdictions in which we practice, we charge reasonable fees for our legal services. Numerous factors go into the establishment of a reasonable fee, and the primary factor will normally be our hourly rates, adjusted annually, applicable to the particular matter and the number of hours expended.

Expenses; Disbursements.

Typically, we charge our clients not only for legal services rendered but also for other ancillary costs and services. Examples include charges for long-distance telephone calls, travel, courier services, computerized research services, and the use of our facsimile, photocopy and printing machines. These charges do not, in all instances, reflect our actual out-of-pocket costs. For disbursement items that exceed \$500, we reserve the right to transmit invoices to a client for direct payment. For lesser disbursements, we will generally advance the amount and include a charge for reimbursement in our monthly statement. Extraordinary expenses will not be incurred, except in emergency situations, without a client's specific authorization.

Invoices; Payment; Interest on Past Due Invoices.

Unless otherwise stated in the engagement letter, we will bill you monthly. All amounts owed to us for fees and costs are due, and you agree to pay all such amounts, within thirty (30) days of receipt of our invoice. We reserve the right to assess a late fee of one and one-half percent (1.5%) per month on all amounts unpaid more than thirty (30) days. We may also suspend or terminate services on account of nonpayment, subject to the limitations of applicable bar rules.

Deposits.

We reserve the right to request an appropriate deposit as security for payment of our fees and other charges. This deposit, unless it is applied to outstanding invoices, will be held by us as security for your payment of our

invoices from other funding sources. In the event the deposit is utilized to cover any unpaid invoices, we reserve the right to require that the deposit be replenished. Any unapplied balance remaining from the deposit at the conclusion of an engagement after payment of all invoices will be promptly sent to you. You will not be paid interest on this deposit.

Escrow Deposits.

Any escrow deposits we receive from you will be placed in a trust account for your benefit. Unless we otherwise agree, your escrow deposit will be placed in a pooled account, and you will not be paid interest on it. By court rule in each jurisdiction where we have an office, interest earned on the pooled account is payable to a charitable foundation established in accordance with such court rule. If you prefer your escrow deposits held in a segregated account, please advise us.

Arbitration.

If you disagree with the amount of our fee, please take up the question with your principal lawyer contact or with the Firm's Managing Partner. In most cases, such disagreements are resolved to the satisfaction of both sides with little inconvenience or formality. In the event we are unable to resolve a fee dispute, you have the right to request arbitration under applicable Bar rules, and we agree to participate fully in that process.

Estimates.

Although we may from time to time respond to a client request for an estimate of the amount of professional fees or expenses that may be incurred in an engagement, or on a particular task or undertaking in furtherance of an engagement, such estimates, even though given by us in good faith and on the basis of our best judgment when given, are inherently inexact and are always subject to unforeseen contingencies and changed facts and circumstances. Accordingly, we cannot and will not be bound by any such estimates, unless we expressly agree in writing at the time such estimate is given.

Communications with the Firm.

Unless you advise us otherwise, we will assume that you agree and consent to our communications with you by telephone, regular mail, e-mail, fax and courier services. To maintain attorney-client privilege with you, all of our communications should be made with devices that are not subject to monitoring by third parties.

Conflicts Waiver.

We are a general service law firm that you recognize has represented, now represents and will continue to represent, numerous clients (including, without limitation, your debtors, creditors and direct competitors), nationally and internationally, over a wide range of industries and businesses and in a wide variety of matters. Consequently, without a binding waiver, conflicts of interest might arise that could deprive you or other clients of the right to select us as their counsel. Thus, as an integral part of the engagement, you agree that we may, now or in the future, represent other entities or persons, including in litigation, adversely to you or any affiliate of yours on matters that are not substantially related to (a) the legal services that we have rendered, are rendering or in the future will render to you under the engagement, and (b) other legal services that the Firm has rendered, is rendering or in the future will render, to you or any affiliate (an "Allowed Adverse Representation"). You also agree that you will not, for yourself or any other entity or person, assert that either (a) our representation of you or any affiliate in any past, present or future matter, or (b) our actual, or possible, possession of confidential information belonging to you or any affiliate is a basis to disqualify us from representing another entity or person in any Allowed Adverse Representation. You further agree that any Allowed Adverse Representation does not breach any duty that we owe to you or any affiliate.

Termination or Withdrawal from Engagement.

You have the right to discharge us for any reason at any time on reasonable notice. We have the right to terminate services and withdraw as your counsel on reasonable notice under any of the circumstances provided in the applicable Bar rules, or if any of the preceding terms and conditions are not fulfilled, or if any invoice is not paid within thirty (30) days. Unless previously terminated, our representation will terminate upon the conclusion of our work for you in this matter, but in no event later than our sending you our final invoice in this matter. Termination of our services will not affect your responsibility for payment of legal services rendered, additional charges

incurred before termination and charges incurred in connection with an orderly transition of the matter. Unless you engage us after completion of the matter to provide additional advice on issues arising from the matter, we will have no continuing obligation to advise you with respect to future legal developments.

File Ownership; Client Property.

The records which we create during the course of this engagement reflecting our records and work product related to this engagement, whether in paper or electronic form, are the property of and are owned by us. Accordingly, such files shall, at all times, be subject to our continuing retention and/or destruction in accordance with such policies and procedures as we may, from time to time, adopt. We recognize that you are entitled to the return of all original documents and other property or papers that you deliver to us. Additionally, we agree to provide you with copies of documents we have received from others on your behalf, as well as other materials not otherwise available to you or that, in our opinion, would be of value to you. If at any time during or at the conclusion or earlier termination of this engagement you should determine or believe that our records contain, or that we otherwise have in our possession or under our control, any original signed documents, papers or other property which belongs to you, we strongly recommend that you specifically identify the same to us and request and obtain delivery and return of the same from us promptly, but in any event, not later than ninety (90) days following the conclusion or earlier termination of this engagement, after which time we will assume no further responsibility for the same.

File Retention and Destruction.

Upon the conclusion of this engagement, our records concerning this engagement will be officially closed. On your request, we will promptly return to you all original signed documents, papers and other property which may then be in our possession which you specifically identify to us as belonging to you. Our own files pertaining to this engagement, including, any documents, papers or other property belonging to you, which you have not asked to be returned, will initially be retained by us (either on or off of our premises), consistent with Bar rules. We reserve the right after ten (10) years for any reason to retain or to destroy all or portions of such closed files in our sole discretion. We will destroy files in a manner consistent with our professional obligation to preserve the confidentiality of the materials and information contained therein. Unless required by Bar rules, we will not provide further notice of our intended destruction of these documents.