

**TOWN OF ARUNDEL, MAINE  
BOARD OF SELECTMEN MEETING**

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**Monday December 9, 2019  
ML Day School  
7PM**

- I. Call to Order
- II. Approval of Agenda
- III. Public Forum – Public comment on non-agenda items
- IV. Approve Minutes of November 25, 2019
- V. Committee and Board Reports
- VI. Manager's Report
  - Ground Breaking Ceremony
  - Set time next meeting Municipal Building Committee
  - Signs and article in paper
  - Report on previous write-offs Motor Home in Campgrounds
  - Status on Contract with Ouellet Construction
  - Enrollment Meeting RSU #21
- VII. Business
  - RFP for Legal Services
  - BAN for Municipal Building Project
- XI. Other Business and Adjournment
  - Approval Payable Warrant
  - Adjournment

# **TOWN OF ARUNDEL**

468 LIMERICK RD ARUNDEL MAINE 04046 (207) 985-4201 FAX (207) 985-7589

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## **BUSINESS MEETING 12-9-19**

### **EXECUTIVE SUMMARY**

BOS Members: The purpose of this summary presented is to give you some information over and above just the mentioning of the subject matter on the agenda. It is my hope that this information assists you in your decision making.

### **MANAGERS REPORT**

-Ground Breaking: I want to have a discussion as to when and how you wish to proceed and if you have any dates you would like to set up or if you wish to leave it to me to establish. ACT Chairman Joan Hull also contacted me indicated that she would like to be involved by coordinating any efforts through the chamber of commerce as they have been wonderful to work with.

-Time to meet with Municipal Building Committee: Again and seeking a date and time you would like to have this meeting to take place. My thought is after Christmas?

-Town Signs: Articles have appeared in the paper and news stations have been contacting me seeking additional comments.

-Write offs: Last meeting Selectmen Dubois wish to have knowledge as to what amounts may have been written off in the past. Simone went back 14 years and it appears on average \$1,347/year. I will provide a sheet for your review.

-General Construction contract is being reviewed back and forth by the respective Attorney's involved. MMA has reviewed for Liability and Insurance purposes. I will keep you informed of the efforts to date:

-RSU #21 Enrollment presentation. I have scheduled them to meet in Arundel on the 13 of January 2020. I think notices will be distributed prior to the meeting.

### **BUSINESS**

-RFP Legal Service: Based on your last meeting I have included a RFP to be advertised. Selectmen Danylik was kind to review and I have included his comments within the document. Seek approval to move forward.

-BAN: I contacted several Banks to obtain a rate on a Bond Anticipation Note. The low rate quoted was from Biddeford Savings @ 1.67%. The Loan is good for one year, we can take advances when needed and there is no prepayment penalty if paid off early with all fees waived. Seek approval to move forward.

### **OTHER BUSINESS AND ADJOURNMENT**

(a) Account Payable Warrant: Provided at Meeting for review.

TOWN OF ARUNDEL  
**BOARD OF SELECTMEN**

Monday November 25, 2019  
ML Day Library  
7 PM

Members present: Selectmen Dan Dubois, Tom Danylik, Phil Labbe, Velma Hayes  
Absent: Selectmen Nedeau

Others: Town Manager, Jack Reetz, John Bell, Jack Turcotte

**Call to Order:** Vice Chairman Hayes called the meeting to order @ 7:00PM

**Approval of Agenda:** *MOTION Dubois second Labbe “approve agenda as amended” passed 4-0. (added discussion on Zoning Ordinance change, Municipal Building Meeting and Contract, Role of Building Committee.*

**Public forum:** No action

**Approval of Minutes:** *MOTION Dubois second Labbe “approve Minutes of November 12, 2019 as presented” passed 4-0.*

**Committee & Board Reports:** Open no action

**Managers Report:**

-Theft of Town Signs: Manager viewed with the Board the status of the investigation. Board felt that the Insurance Company needs to be notified, history of signs and develop a cost for replacement to be discussed during the Budget process.

-Status of Office open during Christmas time. A request by the Town Clerk to be closed on the Thursday after Christmas and re-open on Friday. ***MOTION Dubois second Danylik “leave the status of the office hours during the Christmas Holiday to the discretion of the Town Manager” passed 4-0***

-FY 20/21 Budget Preparation: Board was advised that number will be in to manager by department heads around December 6<sup>th</sup> and unless told otherwise the Joint meetings will be coordinated with the Budget Board and set for Tuesdays when needed.

-Work on Animal Control Ordinance: All folks have agreed to meet. I will coordinate meeting and provide some recommendation and a new ordinance after 3-4 meetings.

-Collaboration/Communications Committee to be establish with the RSU #21 and Municipal Officials from Arundel-Kennebunk-Kennebunkport. Selectmen Tom Danylik and Dan Dubois have volunteered to serve for Arundel.

-For the RSU #21 Enrollment Committee I provided two dates in January to meet. The Enrollment Committee wishes to meet in each respective community to discuss their efforts on this issue and received comment from the residents.

-Had a request by Attorney Shepard if the Board wished to discuss an ordinance change that his client would like to propose. They advise me that these request need to be submitted to the Planning Board for review and consideration.

-Manager provided an update to the Board on his meeting with the Architect-Building Contractor and specialist on changes to the design plan as determine by the Value Management review. No action taken.

-Role of Building Committee into the future: Chairman Jack Turcotte presented to the Board how in his view the role of the Municipal Building Committee will change moving forward. The Board felt that a meeting needs to be established shortly to discuss these thoughts and develop ways to keep them involved in the building as it is constructed.

**Business:**

-Status of Town Attorney: Town Attorney Leah Rachin is moving her practice to a new firm. The Board felt that this substantial change requires the town to solicit RFP for Legal Services. They instructed the Town Manager to begin the process of RFP and advise Leah Rachin and Bergen Parkinson our intent moving forward.

-The Tax Collector provided a list of Mobile Homes in RV Parks that have been removed from town without paying their personnel property tax and she is requesting a formal write off from the Board on these uncollected balances.

MOTION Dubois second Danylik “approve the write off of \$1,804.47 as listed in the form and provide our signatures to this request” passed 4-0.

**Other Business and Adjournment:**

Payable Warrant: *MOTION Dubois second Danylik “approve payable warrant as presented and reviewed” passed 4-0.*

*MOTION Dubois second Labbe “to adjourn” passed 4-0 @ 8:43PM*

Respectfully submitted,

Keith M. Trefethen  
Town Manager

**Request for Proposals  
Legal Services  
for the  
Town of Arundel, Maine**

The Town of Arundel, Maine hereby solicits proposals from legal firms to represent the Town as its legal counsel. The Town Attorney shall be appointed by the Board of Selectmen and shall serve as chief legal adviser to the Board of Selectmen, the Manager and all Town departments, boards, agencies and commissions. The Town Attorney shall represent the Town in all legal proceedings and shall perform any other duties prescribed by ordinance and law. In any matter where there may be a conflict between the Town Board of Selectmen and any other Town officer, department, board, agency or commission, the Town Attorney shall represent the Town Board of Selectmen only.

**Proposal Submittal:** Proposals will be received by the Town Manager, 468 Limerick Road Arundel, Maine, 04046 until 2:00 P.M. on Friday, December 21, 2019, the Board of Selectmen will open proposals at their meeting scheduled for Monday December 23, 2019. Proposals must be sealed and clearly marked, "Proposal for Legal Services". Respondents must submit an original proposal and six copies.

**Miscellaneous Requirements:** The Town will not be responsible for any expenses incurred by an attorney or firm in preparing, submitting or presenting a proposal. All proposals shall provide a straightforward, concise delineation of the attorney's or firm's capabilities to satisfy the requirements of the request. Emphasis should be on completeness and clarity of content. Any attorney or firm who submits a proposal in response to this RFP may be asked to attend an in-person interview with the Board of Selectmen.

**Questions:** All questions should be directed to the Town Manager via e-mail @ [townmanager@arundelmaine.org](mailto:townmanager@arundelmaine.org)

**Selection:** The Board of Selectmen's selection will be based on its evaluation of the written proposal, the firm's qualifications and experience, client references, and overall fee structure. The Board of Selectmen reserves the right to reject any or all proposals and to select the legal firm deemed to have submitted the most qualified proposal (fee and other factors considered), when in the judgment of the Town such an award is in the best interest of the general public. The Board of Selectmen further reserves the right to negotiate separately in any manner necessary to serve the best interests of the Town. Attorneys or firms whose proposals are not accepted will be notified in writing.

#### Background

The Town of Arundel has a Town Meeting/Board of Selectmen/Manager form of government, with the Town Manager operating as the Chief Executive Officer. The population of the Town is approximately 4,300+- with a land area of 26 square miles and an annual budget of approximately \$9,600,000, including RSU#21 and county assessment.

Like most towns, Arundel is involved in a variety of activities which require a diversity of legal services, but land use/planning/zoning matters represent a majority of them. The Town Board of Selectmen may choose to continue to retain separate counsel for the purpose of issuing municipal bonds, labor relations, etc..

### **Qualifications of Legal Counsel**

The Town Attorney shall be an attorney and counselor at law of the courts admitted to practice before the courts and administrative agencies of the State of Maine and the United States District Court for the District of Maine. The legal firm shall incorporate within their proposal an outline of the size and experience of the law firm to include resumes of legal staff with whom town's representatives we will be working with, as well as a listing of municipal clients and other references (with addresses and phone numbers). The proposal should make particular note of the firm's expertise in municipal law and land use.

The proposal must indicate the key lawyer to be appointed Town Attorney and include an estimate of the percentage of time he/she spends on municipal legal affairs. In addition, it should include an explanation of how your firm envisions the legal transfer of authority and responsibility in the absence or inability to act of the appointed Town Attorney.

### **Scope Of Services**

Illustrative examples of the anticipated services include:

1. Advise the Town Manager and Board of Selectmen: Advise the Town Board of Selectmen, Town Manager, upon specific authorization of the Town Manager, town committees, department heads and Town Assessor upon all legal questions arising in the conduct of Town business.
2. Prepare Ordinances: Prepare or revise ordinances when so requested by the Town Board of Selectmen, Town Manager, upon specific authorization of the Town Manager, town committees, department heads or Town Assessor.
3. Give Opinions: Give opinion upon any municipal legal matter or question submitted to him/her by the Town Board of Selectmen, Town Manager, upon specific authorization of the Town Manager, town committees, department heads or Town Assessor.
4. Attend Board of Selectmen and Committee Meetings upon specific authorization from Town Manager.
5. Prepare Legal Instruments: Prepare for execution all contracts and instruments to which the Town is party when so requested by the Town Board of Selectmen, Town Manager, town committees, department heads or Town Assessor.
6. Prosecute Offenders and Defend Officials: When authorized by the Board of Selectmen, prepare all charges and complaints against, and appear in the appropriate court in the prosecution of, every person charged with the violation of a Town ordinance. Under the direction of the Town Board of Selectmen, defend Town officials in any action or claim against them in their official capacity. In those claims where the Town's insurance company has appointed legal counsel, the Town Attorney shall provide only those services requested by the Town Manager.
7. Make Reports: Immediately report to the Town Manager and Board of Selectmen the filing of any litigation against the Town, as well as the final outcome of any such claims.

8. **Keep Records:** Keep a complete record of all suits in which the Town had or has an interest, giving the names of the parties, the Court where brought, the nature of the action, the disposition of the case, or its condition, if pending, and the briefs of counsel. Keep a complete record of all written opinions furnished by him/her and of all certificates or abstracts of titles furnished by him/her to the Town, or any department or official thereof.

9. **Deliver Records to Successor:** Deliver all records, documents and property of every description in his/her possession, belonging to his/her office or to the Town, to his/her successor in office, who shall give him/her duplicate receipts therefore, one of which he/she shall file with the Town Manager.

10. **Unauthorized Activities:** It is specifically noted that answering inquiries from the general public and the press is outside the purview of the position of Town Attorney and that he/she shall courteously refer such inquiries to the Town Manager, unless otherwise instructed by the Town Manager. Since individual committee and Town Board of Selectmen members have no legal authority to incur expenses on behalf of the Town, the Town Attorney is not authorized to provide legal counsel to them individually on town business, with the exception of the Town Board of Selectmen chairman.

### **Contract for Services**

It is anticipated that the Town and the legal firm will enter into a multiple year contract for services after appropriate negotiations. The contents of this RFP and the representations made in the proposal will become part of any contract awarded. In addition, the Town anticipates that the following provisions will become a part of that contract.

**Compensation:** The Town anticipates payment on an hourly basis. However, alternate proposals will be entertained including a lump sum retainer, a lump sum/not to exceed, payment on an hourly basis with an upset limit, or any combination thereof.

Request for payments must be submitted to the Town Manager monthly and shall, if on an hourly basis, breakout the bill by staff member, hourly rate, number of hours, subject matter and the nature of the service. The proposal should specifically address how the Town will be billed for consultations between two attorneys who are both members of the legal firm. (i.e.- Will the Town be billed twice for the same time?)

The Town typically pays bills within thirty days of receipt of invoice.

**Supervision and Control:** The Town Attorney shall be under the general supervision of the Town Manager, although as specified in the Scope of Services, the Town Attorney is expected to work cooperatively with and answer questions from the Town Board of Selectmen, upon specific authorization of the Town Manager to town committees, department heads and Assessor.

**Termination:** Subject to the provisions below, the contract may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or services hereunder is in progress, but not completed as of the date of termination, then the contract may be extended upon written approval by the Town Manager until said work or services are completed and accepted.

**Termination for Cause:** The thirty (30) days advance written notice requirement is waived in the event of Termination for Cause. Grounds for termination for cause might also require suspension or disbarment.

## Assignment

The selected attorney or firm will be prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the previous consent and approval in writing of the Town Manager.

**Hold Harmless Clause:** The Legal Firm shall indemnify the Town from all suits, actions or claims of any kind brought on account of any injuries or damages sustained by any person in consequence of any negligence in performing contract work, or on account of any act or omission by the attorney or the firm or its employees, or from any claims or amounts arising or uncovered under any law, bylaw, ordinance, regulation, or decree, violated by such attorney or firm.

**Insurance:** The legal firm shall be required to carry Professional Liability Insurance. Proposals must specify the carrier and coverage limits of no less than \$1,000,000 per occurrence.

**Unavailability:** The attorney or firm must also provide advance notification to the Town Manager of times when counsel will be unavailable (e.g - vacations, professional conferences, etc.), and the name(s) of legal counsel who will handle Town legal affairs in his/her absence.

**Specialized Counsel:** The Town shall not be restricted from appointing specialized counsel when, in the judgment of the Town, the need arises.



## Four Arundel town signs stolen, valued at \$20K

By Ed Pierce YCCS@Seacoastonline.com

Posted at 1:53 PM

Updated at 1:53 PM

ARUNDEL -- The York County Sheriff's Office is investigating the theft of four gateway town signs discovered late last month in Arundel.

According to Arundel Town Manager Keith Trefethen, four 3 x 5 town signs were sawed from their posts and removed sometime between Nov. 23 and Nov. 27. The signs were made of two-inch thick redwood and were hand-carved and painted with flat gold leaf letters spelling out Arundel.

Trefethen said that the signs were purchased in 2002 through a grant, with two of them stolen from locations on Route 111 and the other two removed from locations on Route 1.

Signs on Route 111 were placed near Infinity Credit Union and near the town line with Lyman; the two others were near the Kennebunk and Arundel border on Route 1 and just past the turnpike overpass on Route 1 heading south from Biddeford.

"The first one was found to be missing over the weekend of Nov. 23 and the other three subsequently disappeared overnight after that," he said. "The 4 x 4 posts on which the signs were mounted were found to be cut."

Sheriff's deputies may have some evidence to work with as a number of the stolen signs were removed near businesses that use surveillance cameras, Trefethen said.

Based upon today's costs for signs, Trefethen estimates that it may cost between \$4,000 and \$5,000 to replace each sign.

"We've reported it to the town's insurance carrier and have informed the Board of Selectmen that the cost to replace these signs will be included in our next town budget," Trefethen said.

In more than 40 years of municipal service, Trefethen said that this is the first time he can recall an incident like this happening.

“You have oddities that come up from time to time, but this one sort of caught me off-guard,” he said.

Trefethen said he would not offer a motive for the theft of the signs.

“I think there’s a lot of speculation to the motive behind this, but we truly won’t know what it is until the investigation is completed,” he said.

He said that town employees and community residents are proud of their community and have been in good spirits this fall with the approval on Nov. 16 by voters for construction of the new Arundel Town Hall and municipal complex on Limerick Road.

But this incident is cause for concern, Trefethen said.

“You don’t realize it until it happens and how senseless this felt,” he said. “Everyone is working for this community and trying to do things that are cost efficient and done for the betterment of Arundel. This does hurt and it’s kind of sad that someone would do this to our community.”

Anyone with information about the sign theft is asked to call the York County Sheriff’s Office at 324-1113 or Trefethen at 985-4201, Ext. 115.

# A Shameful Act

November, 2019

Recently the Town of Arundel was vandalized. Some individuals clearly have issues with our community. In doing so, they've given a contemptuous 'hand salute' to ALL of US – each and every Arundel taxpayer and resident.

What happened? Late one recent rainy weekend night, the beautiful hand carved ARUNDEL sign on Route 1 as you enter Arundel from Biddeford was cut down and stolen. Installed in 2003 with funding from a State grant and Town funding, the sign was 'gone in 60 seconds'!

A prank by teenagers? No Way – these were 'so-called adults' on a mission! How can we be so sure? Sensing initial 'success', the following night the perpetrators cut down and stole the **other three ARUNDEL signs** – one on Route 1 coming from Kennebunk and the two on Route 111 at either end of town.

These signs will cost taxpayers about twenty thousand dollars (\$20,000) to replace and secure them!

Arundel has made tremendous strides in recent years. Our kids are receiving outstanding educations in modern, well-protected schools. Just days ago, Arundel voters approved much-needed funding for a new Municipal Facility. The Arundel Historical Society and the Arundel Conservation Trust are making real headway toward developing a stronger sense of community. The Arundel-Kennebunkport Cottages plus substantial residential and business growth are all contributing significantly to keeping tax increases at a minimum. The Town of Arundel has significant positive momentum!

What a shame that these criminals have struck such a childish and costly blow to our community! Regardless, they will not stop the positive community momentum that Arundel's decent citizens continually display.

If anyone has any knowledge about this shameful incident, please contact Arundel's Town Manager. (207 985-4201 Ext. 115) All information will be kept strictly confidential.

Jack Reetz

Arundel