

## INTERLOCAL AGREEMENT

### Section I: Introduction and Purpose

This Agreement is made by and among the Towns of Manchester, Readfield and Wayne, and the Maranacook Community School District/Union #42 (“CSD #10/Union #42”) (collectively called the “Member Subdivisions”), in accordance with 30-A M.R.S.A. §§2201-2207. Each Member Subdivision is a political subdivision as defined in 30-A M.R.S.A. §2252 and each is located in the County of Kennebec, State of Maine.

WHEREAS, it is the purpose of this Agreement to jointly develop and administer public works activities among the Member Subdivisions in order to share the costs of equipment and services; and

WHEREAS, it is the purpose of this Agreement to effectively utilize the recently received grant from the Maine Bond Bank to assist in efforts to explore and implement cost saving and cost sharing measures; and

WHEREAS, the activities of roadside mowing and the storage of calcium for use in treating secondary roads lend themselves to a sharing agreement among the Member Subdivisions; and

WHEREAS, the Member Subdivisions are interested in investigating additional public works activities which could be covered by this Agreement in the future;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Member Subdivisions enter into this Agreement to set forth the terms and conditions for the provision of certain public works services and to establish the Public Works Regional District (the “District”).

### Section II: Organizational Structure

1. It is hereby established and created for the Public Works Regional District an advisory body consisting of a Public Works Regional District Committee (the “Committee”). The Committee shall be responsible for coordinating the services provided for under this Agreement and shall serve in an advisory capacity to the Member Subdivisions.
2. Serving on the Committee shall be a Select Board member and Town Manager from each municipal Member Subdivision, the Superintendent of CSD #10/Union #42 or his/her designee, and one representative from CSD #10/Union #42. Each Select Board shall choose one of its members to serve on the Committee in any given year. The District School Committee for CSD #10/Union #42 shall choose a representative to serve on the Committee in any given year.

3. Meetings: The Committee shall meet a minimum of twice annually at a time and place to be determined by the Committee for the first year following the execution of this Agreement. Thereafter, the Committee may choose to meet when necessary upon initiation by any Member Subdivision. Among other business, the Committee meetings shall include a discussion of potential new ways to regionalize services and enjoy cost savings as a result. Any ideas arising from this discussion shall form the basis of recommendations the Committee shall make to the Member Subdivisions for possible amendments to this Agreement.
4. Delegation of Authority: The legislative bodies of the Member Subdivisions delegate the authority to approve amendments to this Agreement to their Select Boards or, in the case of CSD #10/Union #42, the District School Committee.
5. Quorum/Vacancy: A vacancy on the Committee shall not impair the rights of the remaining members to exercise all of the powers described herein. Any vacancy notwithstanding, so long as a quorum of the existing Committee members is present at a meeting, the Committee may conduct official business by majority vote.

### Section III: Powers

Except as otherwise provided or limited herein, the District shall have the following powers:

1. to promote cooperative arrangements and coordinated action among Member Subdivisions;
2. to establish a budget and approve the prorated contributions of Member Subdivisions;
3. to appropriate and expend money in furtherance of the purposes of the District;
4. to establish reserve funds for improvements and furtherance of the purposes of the District;
5. to enact and enforce any and all necessary and desirable rules and regulations for the orderly conduct of the activities of the District and for the carrying out of the purposes of the District;
6. to delegate practical day-to-day management of operations and equipment maintenance to the Town Manager of Readfield, or his/her designee, with such management to be undertaken in keeping with the provisions of this Agreement and instructions from the Committee;
7. to sue and be sued;
8. to contract with other persons, corporations, municipalities, and organizations as may be necessary;
9. to negotiate for and receive loans and grants;

10. to apply for and obtain all local, state and federal permits or licenses necessary to serve its purpose; and
11. to do any or all other things necessary or incidental for the exercise of its powers to the accomplishment of the purposes of the District.

The above powers shall be exercised by the District subject to the oversight and review of the officers of the Member Subdivisions, which oversight shall be exercised as deemed necessary by said officers. The officers of the Member Subdivisions shall retain ultimate control and authority over the exercise of the above powers by the District.

#### **Section IV: Finances and Contributions**

1. **Budget:** The Committee shall prepare an annual budget for each fiscal year of the District, itemizing revenues and expenses. Before adopting the budget, the Committee shall make copies of the draft budget available for review and comment by the officers of the Member Subdivisions.
2. **Grant:** Through efforts of the Member Subdivisions, grant funds have been made available through the Maine Bond Bank to assist in cost sharing/saving measures. It is with these funds and existing budget lines in all three current municipal Member Subdivision budgets that this Agreement is made. Ongoing usage of the equipment purchased through this grant and any other equipment purchased by the Committee for the District shall cost each Member Subdivision an amount calculated based on usage.
3. **Storage of Roadside Mowing Equipment:** CSD #10/Union #42 agrees to provide storage in a secure location for the tractor and related equipment. CSD #10/Union #42 shall also provide a maintenance location for the tractor.
4. **Day-to-Day Operations:** The Town of Readfield, through its Town Manager, or his/her designee, shall assume the day-to-day management responsibility of the District. Such management shall be undertaken in accordance with this Agreement and with any instructions from the Committee and officers of the Member Subdivisions. Such management shall include, but is not limited to, coordination of labor, maintenance, usage of facilities/equipment, insurance, and the division of ongoing costs associated with the public works services contemplated by this Agreement.
5. **Ongoing Shared Costs and Fees:** The Member Subdivisions shall each be assessed for a share of identified costs on a monthly basis, to be administered by the Town of Readfield Town Manager, or his/her designee.
  - A. With respect to use of the tractor for roadside mowing, a monthly fee shall be assessed on a prorated basis for each Member Subdivision based on the number of hours the tractor is used for mowing by that Member Subdivision in that month. The costs to be divided on this

basis include the cost of operating labor, diesel, oil, maintenance, insurance and capital replacement costs.

B. With respect to the use of the calcium tank and base located at the Town of Readfield transfer station, a monthly fee shall be assessed on a prorated basis for each Member Subdivision based on the number of gallons of calcium used by that Member Subdivision in that month. The costs to be divided on this basis include the cost of the calcium, delivery, maintenance, insurance and capital replacement costs.

6. Ownership: Any equipment purchased with the Maine Bond Bank grant shall be owned in the name of all of the Member Subdivisions. Capital equipment purchases, which shall not include operation and maintenance purchases such as gasoline, may only be made upon written agreement of the Member Subdivisions. The legislative bodies of these Member Subdivisions delegate the authority to agree to such purchases to their Select Boards and in the case of CSD #10/Union #42, to its District School Committee. Any equipment purchased in the future with funds other than those from the original Maine Bond Bank grant shall be owned as determined by the Member Subdivisions and all information regarding new equipment shall be set forth in this Agreement as an amendment hereto, agreed to by the Select Boards and the District School Committee.
7. Potential for Other Political Subdivisions: If other Political Subdivisions not a party to this Agreement wish to use the services provided by the District for the benefit of the Member Subdivisions, these other Political Subdivisions shall only be served if there is availability depending on the needs of the Member Subdivisions. If there is availability, the Town Manager of Readfield, or his/her designee, shall charge these other Political Subdivisions fees on the same prorated monthly basis for usage as the Member Subdivisions. These fees charged to other Political Subdivisions shall reduce the ongoing costs/fees to Member Subdivisions. If the District would like to consider adding a new Political Subdivision as an official Member Subdivision, the process to amend this Agreement would need to be followed as addressed in Sections II(3) and V(7) of this Agreement.

#### **Section V: Liability, Duration, Termination and Amendment**

1. Liability: Each Member Subdivision shall indemnify and hold harmless the other Member Subdivisions against any and all future claims, loss, damage, loss of services, expenses, actions and causes of actions of all kinds whatsoever related to the use of equipment or the undertaking of public works projects in accordance with this Agreement.

2. Duration: This Agreement shall remain in full force and effect, as of the effective date given below, for a term of five (5) years, which term is automatically renewable unless this Agreement is terminated.
3. Termination by Mutual Consent: This Agreement may be terminated by mutual written consent of all of the Member Subdivisions at any time. Consent for this purpose must be given by the legislative body of each Member Subdivision. Termination by mutual consent shall be effective on the date specified in a consent resolution.
4. Member Withdrawal: Upon vote of its legislative body, any Member Subdivision may withdraw from this Agreement by giving notice of withdrawal in writing to the other Member Subdivisions. The notice of withdrawal shall take effect at the end of the third fiscal year following receipt of the written notice by the remaining Member Subdivisions. The withdrawal of a Member Subdivision shall not automatically result in the termination of this Agreement. Rather, this Agreement shall be amended to reflect the withdrawal of a Member Subdivision. Notwithstanding the foregoing, the following provisos shall apply:
  - A. If the Town of Readfield withdraws from this Agreement, the Agreement shall wholly terminate unless the remaining Member Subdivisions can assume the responsibilities of the Town of Readfield under this Agreement.
  - B. If CSD #10/Union #42 withdraws from this Agreement, the Agreement shall wholly terminated unless the remaining Member Subdivisions can assume the responsibilities of CSD #10/Union #42 under this Agreement.
5. If termination by mutual consent occurs, all equipment purchased by the District shall be disposed of as follows:
  - A. All Member Subdivisions shall have the opportunity to bid on the equipment, with the equipment going to the highest bidder and the proceeds from the bid being distributed evenly among the remaining Member Subdivisions.
  - B. If none of the Member Subdivisions wish to purchase the equipment, the Committee shall solicit bids from the general public, sell the equipment to the highest bidder, and distribute the proceeds evenly among the Member Subdivisions.
6. If a Member Subdivision withdraws from this Agreement, the Member Subdivision shall not receive compensation for any portion of the value of equipment purchased with the Maine Bond Bank grant. If other equipment was purchased in part with funds from the Member Subdivision, which funds were not Maine Bond Bank grant funds, the Member Subdivision shall be reimbursed

for the amount the Member Subdivision contributed, less reasonable depreciation.

7. This Agreement contains all the terms of the Agreement between the parties, and may be amended by written addendum only, approved by the Select Boards of each Member Subdivision, and in the case of CSA #10/Union #42, the District School Committee.

EFFECTIVE DATE: July 1, 2007

*pending signatures from participating entities.*

[Signature Pages Follow]

TOWN OF MANCHESTER

*Terri Watson*

Terri Watson

*Elaine Fuller*

Elaine Fuller

Don McLeod

*Jeremy Pare*

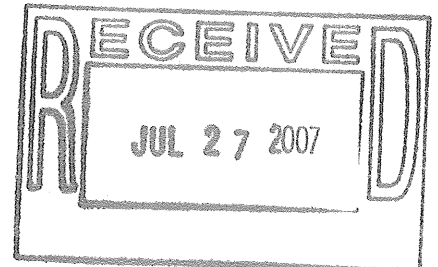
Jeremy Pare

*Maynard Whitten*

Maynard Whitten

By Its Board of Selectmen duly  
authorized by a vote at a Town  
Meeting on July 10, 2007

U:\Interlocal Agreements\Interlocal Agreement PW Final Approved 7-10-07



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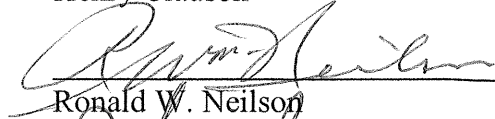
TOWN OF READFIELD



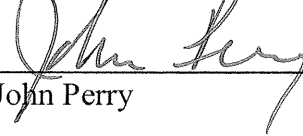
Matthew Nazar



Henry Clauson



Ronald W. Neilson



John Perry

Kathryn Mills-Woodsum

By Its Board of Selectmen duly  
authorized by a vote at a Town  
Meeting on

July 23, 2007

TOWN OF WAYNE

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Stephanie Haines

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Gary Kenney

---

Carroll Paradis

---

David Criss

---

Ray Giglio

By Its Board of Selectmen duly  
authorized by a vote at a Town  
Meeting on

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MARANACOOK COMMUNITY  
SCHOOL DISTRICT/UNION #42

---

Sharlene Adams

---

Linda Dodd

---

Doug Ide

---

Peg Lawler

---

Rob Peale

---

Kathy Schulz

---

Dennis Dalheim

---

Michael Sanborn

---

Holly Stevenson

