



**Town of Casco**  
**Selectboard Meeting Agenda**  
June 7, 2022  
6:00 PM Regular Meeting  
Casco Community Center  
**Amended 6-6-2022**

**Regular Meeting**

1. Review and approval of the meeting agenda
2. Approval of bills and signing and approval of all open warrants
3. Approval of Minutes: May 17, 2022
4. Manager's Update

**Public Hearing**

5. Application for Mass Gathering at Point Sebago by Greater Bridgton Chamber of Commerce
6. Application for Mass Gathering at 941 Meadow Road by Casco Village Church
7. Application for Mass Gathering by Casco Day Fair Association

**Old Business**

8. The Selectboard will discuss payments for Electric Vehicle Charging stations
9. The Selectboard will discuss 941 Quaker Ridge Road

**New Business**

10. The Selectboard will consider an application for a liquor license for an incorporated civic organization by Greater Bridgton Chamber of Commerce
11. The Selectboard will consider 6 game of chance applications submitted by Casco Fair Assoc.
12. The Selectboard will consider bids for demolition of 388 Roosevelt Trail
13. The Selectboard will discuss Webbs Mills Gazebo
14. The Selectboard will consider Workers Comp and Unemployment Insurance for FY23
15. The Selectboard will discuss traffic calming tests identified at Comprehensive Planning Meetings.
16. The Selectboard will discuss updating of Personnel Policy and related documents.
17. The Selectboard will consider two representatives for GPCOG COLAB for Broadband
18. The Selectboard will consider tax write off of 534 Red Road
19. The Selectboard will consider tax write off of 363 Orange Road
20. The Selectboard will consider tax write off of 6 Willow Way
21. The Selectboard will consider a contract with Cumberland County for Communication Services.
22. The Selectboard will consider amending meeting schedule for June, July and August.
23. Public Participation
24. Selectboard Comments

**Executive Session**

25. Executive Session to discuss Concealed Weapons Permits per Title 25, Part 5, Chapter 252, Section 2006 for applications 06/07/22A

26. Adjournment

**Reminders to the Attending Public:** Selectboard meetings are open to the public, but the public may not speak unless recognized by the Board Chair or Vice Chair in their absence. Except during a public hearing, comment time is limited to 2 minutes per speaker during public participation. Matters related to personnel will not be heard.

*Future meeting dates (subject to change)*

June 13, 2022 @ 6:30 pm Planning Board Regular Meeting

June 14, 2022 @ 8:00 am to 8:00 pm primary election

June 15, 2022 @ 6:00 pm Town Meeting

June 22, 2022 @ 6:30 pm Planning Board Workshop

June 28, 2022 @ 6:00 pm Selectboard Regular Meeting

# TOWN OF CASCO, MAINE

## DEMOLITION OF STRUCTURE AT 388 Roosevelt Trail, Casco

**BID DEADLINE: May 20, 2022 @ 12:00 pm**  
**PRE-BID MEETING: May 3, 2022 @ 11:00 am**

### PROPOSAL FORM

TO: Anthony R. Ward, Town Manager  
Town of Casco  
635 Meadow Road  
Casco, Maine 04015

Dear Sir:

Having carefully examined the premises and existing conditions affecting the work, we, the undersigned, hereby agree to furnish all labor, materials, appliances, supplies, plants, equipment and other facilities incidental to the demolition and removal of the primary structure as required by, and in strict accordance with, the Specifications dated [Date] as prepared by the Town of Casco and that the undersigned will accept in full payment thereof of the following sum to wit:

<u>ITEM</u>	<u>PAYMENT</u>	<u>DESCRIPTION OF WORK</u>
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1	Lump Sum	Demolition and removal of the primary structure located at 388 Roosevelt Trail, Casco as specified.
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	\$ 4850. <sup>00</sup>
Unit Price for additional fill material	\$ 4.50 CY


State equipment to be used: (list all equipment)

2016 DUMP TRUCK / 2007 DUMP TRUCK (TRI-AXES)
2021 HITACHI 245 ZERO TURN EXCAVATOR
2022 JCB 220 X EXCAVATOR
TRUCK SKID-STEER
VOLVO ROLLER


Accompanying this proposal is a bid security deposit in the amount of:

% 10	\$ 480. <sup>50</sup> / <sub>100</sub>
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which is to become the property of the Town by forfeiture if the undersigned fails, after notification by the Town Manager of the acceptance of his/her proposal, to execute a contract with the Town within 5 days agreed to herein; or, in case the undersigned withdraws his/her proposal within 30 days after the opening of the proposals. Otherwise, the deposit will be returned to the undersigned in accordance with the provisions in the Notice to Contractors.

<b>FIRM NAME</b>	WATKINS PROPERTY SERVICES INC.
<b>SIGNATURE</b>	
<b>PRINTED/TYPED NAME</b>	Pete WATKINS
<b>TITLE</b>	PRESIDENT
<b>LEGAL ADDRESS</b>	886 ROOSEVELT TRL CASCO ME. 04015
<b>PLACE OF BUSINESS</b>	CASCO
<b>FIRM'S IRS ID #</b>	81-0799007
<b>DATE</b>	APRIL 27 <sup>TH</sup> 2022
<b>TELEPHONE #</b>	207-408-2663
<b>FAX #</b>	N/A
<b>E-MAIL ADDRESS</b>	WPSINCME@GMAIL.COM

List all Sub-Contractors:

N/A

The undersigned further agrees to complete work by:	7-7-2022
The undersigned acknowledges the receipt of addenda #:	

The undersigned acknowledges that the Town requires that its terms and conditions, as contained in the bid request documents, form the basis for any relationship that may result from this bid request and that this proposal (including any and all attachments, exhibits and documents referred to in this proposal) will be included in any final contract between the undersigned and the Town covering the work in the proposal.

The undersigned further agrees that after notification by the Town of the acceptance of his/her proposal and the readiness of the contract for signature, he/she will execute the contract within 5 days, Saturdays, Sundays and holidays excepted, and that he/she will commence the work within 5 days after the execution of the contract unless otherwise specified in the Specifications or directed by the Town in writing, and that he/she will prosecute the work to its completion.

Performance & Payment Bonds are not required.

The undersigned further agrees that in the employment of labor, preference will be given, all other things being equal, to the citizens of Casco and of the State of Maine, in that order.

The undersigned hereby further declares that the only person or parties interested in this proposal as principals are named below; that the proposal is made without any connection with any other person or party making any proposal for the same work; and that no person acting for or employed by the Town of Casco is directly or indirectly interested in this proposal or in any contract which may be made under it or in profits expected to arise therefrom, except as provided by the Town Charter. The full names and addresses of all persons or parties interested in this proposal as principals are named below; (Give first and last names in full; and in case of a corporation, give names and addresses of President, Treasurer and Manager; and in case of a partnership, give names and addresses of members):

# TOWN OF CASCO, MAINE

## DEMOLITION OF STRUCTURE AT 388 Roosevelt Trail, Casco

**BID DEADLINE: May 20, 2022 @ 12:00 pm**  
**PRE-BID MEETING: May 3, 2022 @ 11:00 am**

### INVITATION TO BID

1. Sealed bids for the demolition and removal of the primary structure located at 388 Roosevelt Trail, Casco, Maine, located at Map 25, Lot 004 as shown on the Town's Tax Maps, will be received by the Town Manager (the "Purchasing Agent") of the Town of Casco (the "Town") at the following address:

Anthony R. Ward  
Town Manager  
Town of Casco  
635 Meadow Road  
Casco, Maine 04015

until the Bid Deadline listed above, at which time bids shall be opened publicly and read. The pre-bid meeting will occur at **635 Meadow Road, Casco** at the date and time listed above. Attendance at this meeting by the bidding contractor or his/her qualified representative is a mandatory requirement for acceptance of a bid form from that contractor.

2. **BID SECURITY**

No proposal will be considered unless it is accompanied by a Certified Check or Bid Bond in an amount equal to **10%** of the bid price, made out in favor of the Town of Casco.

3. **AWARD OR REJECTION OF BIDS**

- A. The Town may in its sole discretion consider any bid not prepared and submitted in accordance with the provisions of this bid request, and may waive any formalities, prior to the above scheduled time of opening of bids or the authorized postponement of such opening. Notwithstanding the foregoing, noncompliance with instructions may result in the bid being rejected for that reason alone. Any bid received after the time and date specified will not be considered. No bid may be withdrawn within thirty (30) days after the actual date of the opening of the bid.
- B. Award shall be based on the most responsive, advantageous, and responsible bid, as determined wholly within the discretion of the Town.
- C. The Town of Casco reserves the right to accept or reject any and all bids in its sole discretion, to waive any or all formalities in the bidding, to evaluate bids, to investigate the references of any and all bidders, to negotiate with one or more bidders and to otherwise act as it deems to be in the best interests of the Town.

#### **4. MINIMUM QUALIFICATION OF BIDDERS**

All bidders must meet the following minimum specifications in order to have their bids considered:

- A. Bidders must have a minimum of five (5) years' experience in the business of building demolition.
- B. Bidders must have the capacity to provide all labor and equipment to complete the scope of work outlined in this request for proposals.
- C. Bidders must assign and identify at least one single point of contact (provide contact information to the Casco Town Manager and Code Enforcement Officer.
- D. Bidders must provide at least three (3) references, including addresses and telephone numbers.
- E. Bidders may provide any additional information that would serve to distinguish themselves from other bidders submitting proposals, such as examples of completed projects similar to the scope of work defined in this Invitation to Bid.
- F. The Town may make such investigation as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by, or the investigation of, the bidder fails to satisfy the Town that the bidder is properly qualified to carry out the obligations of the contract and to satisfactorily complete the work included therein.

#### **5. PREPARATION OF PROPOSAL**

- A. Proposals must be submitted on the actual Proposal Form furnished with this bid request. All blank spaces for prices must be completed in ink.
- B. Proposals must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address, and the name of the project. If forwarded by mail, the sealed envelope, containing the proposal and marked as directed above, must be enclosed in another envelope, addressed as specified in the proposal form.
- C. All proposals and information submitted will be incorporated, in part or in whole, into and made a part of any final contract with the Town.
- D. The Town is not responsible, nor shall the Town reimburse any costs incurred by a bidder in the preparation and submission of a bid response, or to procure a contract for any services. The Town will furnish no materials or labor.

6. **ADDENDA AND INTERPRETATION**

No interpretation of the meaning of the plans, specifications or other documents will be made by the Town to any bidder orally. Every request for such interpretation should be in writing, addressed to the Purchasing Agent.

7. **OBLIGATION OF BIDDERS**

At the time of the opening of bids, each bidder will be presumed to have inspected the site as allowed by law and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to receive or examine any form, instrument or documents shall in no way relieve any bidder from any obligation in respect to its bid.

8. **TIME LINE**

Site Walk (meet at 940 Meadow Road, Casco) ..... 11:00 am on 5/3/2022  
Bids Due..... 12:00 pm on 5/20/2022  
Bid Awarded by ..... 6/7/2022

The contractor shall prosecute the work continuously until completion. The deadline for complete demolition and removal is **30 days from the Town's Notice to Proceed**. Designated available date to be determined by the Purchasing Agent.

9. **TIPPING FEES**

The contractor **will not** be responsible for the cost of tipping fees, however, all demolition materials not salvaged must be weighed at a mutually agreed upon location by the winning bidder and the Town. The Town shall identify all sites to be used for disposal of brick, concrete and other fill material prior to contract signing.

10. **INSURANCE:**

In accordance with its contract with the Town, the contractor shall furnish a certificate of insurance evidencing the coverages specified below and **naming the Town of Casco as additional insured**. Certificate of such insurance shall be filed with the Purchasing Agent **within 5 days of Notice of Award**.

**WORKERS' COMPENSATION/EMPLOYERS' LIABILITY:**

Workers' Compensation, and Employers' Liability coverage in form and amounts required by law.

**AUTOMOTIVE LIABILITY INSURANCE:**

Comprehensive Automobile Liability coverage on owned, hired, leased, or non-owned vehicles with limits of not less than \$1,000,000.00 combined for each accident, and arising out of the ownership, maintenance or use of any vehicle for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any vehicle.

**GENERAL LIABILITY INSURANCE:**

General Liability insurance with minimum limits of liability for bodily injury in the amount of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.

Each policy shall provide that *"In the event of cancellation, change or expiration of any of the foregoing policies, ten (10) days' written notice will be mailed to the Owner."*

**11. INDEMNIFICATION**

The bidder shall defend, indemnify, and hold harmless the Town of Casco, its employees and agents, from and against any and all liabilities, causes of action, judgments, claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) for personal injury (including death) or property damage arising out of, or in consequence of, any negligent or intentional act or omission of the bidder, its employees, agents, or subcontractors.

**12. PAYMENTS**

Progress payments shall be made by the Town on a monthly basis based on the percentage of the total project completed. Contractor shall submit pay requisitions that include an estimate of the percent of work completed, however payments will be made based solely on the percentage of work determined by the Purchasing Agent to be complete.

# TOWN OF CASCO, MAINE

## DEMOLITION OF STRUCTURE AT 388 Roosevelt Trail, Casco

**BID DEADLINE: May 20, 2022 @ 12:00 pm**

**PRE-BID MEETING: May 3, 2022 @ 11:00 am**

### SPECIFICATIONS

#### PART 1: GENERAL

**1.01 SCOPE:** Contractor agrees and undertakes to demolish the primary structure at 388 Roosevelt Trail., Casco, more particularly shown as on the Town's Tax Maps as Map 25, Lot 4, in its entirety, including removal of foundations, which work includes without limitation the following:

- A. Securing all demolition permits required by the State of Maine and the Town of Casco, and paying all fees required with respect to such permit(s);
- B. Removing all debris from the site;
- C. Disposing of all demolition debris *other than* that sold by contractor, or otherwise recovered by contractor as salvage, either on its own behalf or on behalf of the Town, in accordance with the laws of the United States and the State of Maine and ordinances of the Town of Casco; provided, nevertheless, that contractor is authorized to sell any salvageable components of the structure for its own account, as set forth below. Within 30 days after completion of contractor's services, contractor will provide the Town with copies of any documents evidencing the ultimate disposition of all demolition debris, except for such as has been sold for salvage; The contractor **will not** be responsible for tipping fees, however, all demolition materials not salvaged must be weighed at a mutually agreed upon location by the winning bidder and the Town;
- D. Identifying all fill sites to be used prior to contract signing;
- E. Disconnecting and capping all water and sewer service(s) currently connected within the project;
- F. Removing completely and disposing of all foundation walls, footers, and floors. Concrete floor shall be broken up, removed and cellar hole filled as directed by Purchasing Agent as part of the base bid;
- G. Complying at all times and at contractor's sole cost, during the period of demolition, with the requirements of the laws of the United States and the State of Maine, and the ordinances of the Town of Casco, including, without limitation, conforming to the requirements of the Casco Fire Department.
- H. Securing from unauthorized access the demolition area at all times during the period of demolition by reasonable means acceptable to the Cumberland County Sheriff's Department or Building Inspector. The perimeter of the site shall be demarcated for No Entry and signs to that effect shall be posted. In the event it shall be or become necessary to temporarily close any streets, contractor shall, prior

to commencement of the work, apply for and obtain from the Casco Selectboard a permit for the temporary closing of such streets. In the event that the performance of the work shall entail any closing of vehicular access to a location or any street, contractor agrees to notify the Town at least 3 days prior to each day on which the accesses will be closed and will place signage in compliance with the Manual on Uniform Traffic Control Devices. In addition, the contractor shall not so undertake its operations as to block *all* access to any portion of any street except on a Sunday.

- I. Disposing of all pavement removed from the site.
- J. Disposing of all concrete and brick at a Town designated site.
- K. Upon completion of the demolition, loam and seed shall be installed in an amount and manner as directed to the Purchasing Agent. Unit price to reflect Loam/Seed/Mulch of designated area.
- L. **Demolishing the building in a safe and orderly way and in compliance with all State and Federal regulations. Contractor must take reasonable precautions for safety of and prevention of damage to property at the site and adjacent to the site. Neighbors' areas must be policed every day for any debris on his/her properties.**
- M. **Practicing dust control by wetting down the building and its debris during the active part of demolishing the building and loading the debris onto the transport vehicles. At completion of the work, the contractor shall remove waste materials, rubbish, the contractor's tools, construction equipment, machinery, and surplus materials from and about the demolition site.**

## **PART 2: EXECUTION**

### **2.01 DEMOLITION OR RELOCATION**

- A. Demolition shall include demolishment of all structures covered by the contract including all exterior steps, platforms and underpinning and foundation walls, etc. in accordance with the following requirements and shall be done in a manner to maximize the amount of wood materials that will be accepted at a mutually agreed upon location by the winning bidder and the Town.
  - 1. The structure, and any of its components, is to be demolished in such a manner as to prevent dust, dirt and undue noise from the operation from becoming a nuisance in the area.
  - 2. Cellars are to be cleared of all combustible and perishable material and of all tanks and piping. Tanks used for the storage of fuel oil or other flammable materials shall be removed in accordance with the regulations of the Casco Fire Department and the Maine Department of Public Safety.
  - 3. Stone, concrete and masonry walls, chimneys, etc. shall be completely removed.
  - 4. No structures shall be removed substantially as a whole. All structures shall be demolished completely on the premises. Masonry walls, piers, columns or chimneys shall be demolished in small sections. All floor construction over basements or cellars shall be completely removed regardless of whether they are above or below existing ground level.

5. Contractor shall remove all tanks (water, gas, oil, etc.) and piping. Should underground oil tanks be identified, they shall be part of the project and the cost shall be part of the bid.
  6. Once the work of demolition is started, it shall be continued to completion, uninterrupted except for Sundays and holidays or events beyond the contractor's reasonable control. Material shall be removed from the site as quickly as possible and not be stored on site.
  7. The contractor shall comply with all applicable laws and ordinances.
  8. The contractor must exercise proper care in loading so that no waste or salvage material is strewn onto public streets, either during loading or en route to the dumping site. Any material spilled on public streets will be promptly cleaned up and removed by the contractor at its sole cost.
- B. Upon completion of the demolition and removal work, the site shall be cleared of all obstructions and brought to grade as directed by the Purchasing Agent.

## **2.02 CLEAN UP**

- A. All debris resulting from operations under the contract and all tools and apparatus are to be removed from the site at the completion of the work and the site left clear and free from hazards, to the satisfaction of the Town.
- B. Bidders shall assume that all movable equipment and furnishings left on the premises during the bidding period shall remain the property of the occupant or owner and shall be removed by him/her prior to commencement of demolition and removal. Any such movable equipment or furnishings remaining on the premises after commencement of demolition shall become the property of the contractor and he/she shall remove same from premises.
- C. All fixed equipment which is on the premises during the bidding process shall become the property of the contractor and he/she shall remove same from premises.
- D. All disturbed soil shall be seeded & mulched to prevent soil erosion.

# TOWN OF CASCO, MAINE

## DEMOLITION OF STRUCTURE AT 388 Roosevelt Trail, Casco

**BID DEADLINE: May 20, 2022 @ 12:00 pm**  
**PRE-BID MEETING: May 3, 2022 @ 11:00 am**

### PROPOSAL FORM

TO: Anthony R, Ward, Town Manager  
Town of Casco  
635 Meadow Road  
Casco, Maine 04015

Dear Sir:

Having carefully examined the premises and existing conditions affecting the work, we, the undersigned, hereby agree to furnish all labor, materials, appliances, supplies, plants, equipment and other facilities incidental to the demolition and removal of the primary structure as required by, and in strict accordance with, the Specifications dated [Date] as prepared by the Town of Casco and that the undersigned will accept in full payment thereof of the following sum to wit:

<u>ITEM</u>	<u>PAYMENT</u>	<u>DESCRIPTION OF WORK</u>
1	Lump Sum	Demolition and removal of the primary structure located at 388 Roosevelt Trail, Casco as specified.

	\$ 20,000.00	
Unit Price for additional fill material	\$15.00	CY

State equipment to be used: (list all equipment)

2021 CAT 320 Excavator
2012 CAT CT660 Tri-axle & 2016 CAT CT660L Tri-axle
2019 CAT Skidsteer
2004 Komatsu Loader
2000 Volvo Dump Truck

List all Sub-Contractors:

Alternative Underground Utilities

The undersigned further agrees to complete work by:	June 30th 2022
The undersigned acknowledges the receipt of addenda #:	

The undersigned acknowledges that the Town requires that its terms and conditions, as contained in the bid request documents, form the basis for any relationship that may result from this bid request and that this proposal (including any and all attachments, exhibits and documents referred to in this proposal) will be included in any final contract between the undersigned and the Town covering the work in the proposal.

The undersigned further agrees that after notification by the Town of the acceptance of his/her proposal and the readiness of the contract for signature, he/she will execute the contract within 5 days, Saturdays, Sundays and holidays excepted, and that he/she will commence the work within 5 days after the execution of the contract unless otherwise specified in the Specifications or directed by the Town in writing, and that he/she will prosecute the work to its completion.

Performance & Payment Bonds **are not** required.

The undersigned further agrees that in the employment of labor, preference will be given, all other things being equal, to the citizens of Casco and of the State of Maine, in that order.

The undersigned hereby further declares that the only person or parties interested in this proposal as principals are named below; that the proposal is made without any connection with any other person or party making any proposal for the same work; and that no person acting for or employed by the Town of Casco is directly or indirectly interested in this proposal or in any contract which may be made under it or in profits expected to arise therefrom, except as provided by the Town Charter. The full names and addresses of all persons or parties interested in this proposal as principals are named below; (Give first and last names in full; and in case of a corporation, give names and addresses of President, Treasurer and Manager; and in case of a partnership, give names and addresses of members):

Benjamin W. Starrett President/Owner

Accompanying this proposal is a bid security deposit in the amount of:

% 10	\$ 2000.00
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which is to become the property of the Town by forfeiture if the undersigned fails, after notification by the Town Manager of the acceptance of his/her proposal, to execute a contract with the Town within 5 days agreed to herein; or, in case the undersigned withdraws his/her proposal within 30 days after the opening of the proposals. Otherwise, the deposit will be returned to the undersigned in accordance with the provisions in the Notice to Contractors.

FIRM NAME	Starrett Snow and Landscape Services
SIGNATURE	
PRINTED/TYPED NAME	Benjamin W. Starrett
TITLE	Owner
LEGAL ADDRESS	402 Webbs Mills Rd. Raymond, ME 04071
PLACE OF BUSINESS	402 Webbs Mills Rd. Raymond, ME 04071
FIRM'S IRS ID #	45-3602208
DATE	5/19/2022
TELEPHONE #	207-944-4304
FAX #	
E-MAIL ADDRESS	benstarrett23@gmail.com

**DEMOLITION OF STRUCTURE AT  
388 Roosevelt Trail, Casco**

**BID DEADLINE: May 20, 2022 @ 12:00 pm  
PRE-BID MEETING: May 3, 2022 @ 11:00 am**

**AGREEMENT**

This Agreement (the "Contract") is entered into at Casco, Maine as of this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between the **Town of Casco** a municipal corporation with a principal place of business in Casco, Cumberland County, Maine (hereinafter referred to as "**Town**" or the "**Town of Casco**," which expression shall include its successors and assigns) and \_\_\_\_\_ (name of company), a corporation with a place of business at \_\_\_\_\_ (Address) \_\_\_\_\_ (hereinafter sometimes collectively referred to as "**Contractor**," which expression shall include their heirs, successors, and assigns).

**I. WHEREAS:**

- A.** The Town desires to have demolished a certain building located at 388 Roosevelt Trail, Casco, located at Map 25, Lot 004 within the Casco Tax records;
- B.** Contractor desires to provide demolition services to the Town for the purposes of accomplishing the complete demolition of 388 Roosevelt Trail, Casco; and
- C.** The parties have reached an agreement with respect to the same which they wish to reduce to a written document.

**II.** For consideration paid, including without limitations the mutual covenants and undertaking more fully hereinafter expressed, the parties do hereby agree as follows:

- A. Scope of Services:** Contractor agrees and undertakes to demolish a structure at 388 Roosevelt Trail, Casco , more particularly shown as on the Town's Tax Maps as Map 25, Lot 4, in its entirety, including removal of foundations. The scope of Contractor's undertaking includes, without limitation:
  - 1. Securing all demolition permits required by the State of Maine and the Town of Casco and paying all fees required with respect to such permit(s);
  - 2. Removing all debris from the site. Any asbestos containing materials ("ACM") have been removed by others. Should ACM be identified by Contractor, Contractor shall immediately stop all work in the affected area and notify the Town;
  - 3. Disposing of all demolition debris *other than* that sold by Contractor, or otherwise recovered by Contractor as salvage, either on its own behalf or on behalf of the Town, in accordance with the laws of the United States and the State of Maine and ordinances of the Town of Casco; provided, nevertheless, that Contractor is authorized to sell any salvageable components of the structure for its own account, as set forth below. Within 30 days after completion of Contractor's services, Contractor will provide the Town with copies of any documents evidencing the ultimate disposition of all demolition

debris, except for such as has been sold for salvage; The Contractor **will not** be responsible for tipping fees, however, all demolition materials not salvaged must be weighed a mutually agreed upon location by the winning bidder and the Town.

4. The Contractor shall identify all fill sites to be used prior to Contract signing.
5. Disconnecting and capping all water and sewer service(s) currently connected at 388 Roosevelt Trail, Casco;
6. Removing completely and disposing of all foundation walls, footers, and floors. The foundation hole shall be filled as directed by the Purchasing Agent as part of the base bid;
7. Complying at all times and at Contractor's sole cost, during the period of demolition, with the requirements of the laws of the United States and the State of Maine, and the ordinances of the Town of Casco, including, without limitation, conforming to the requirements of the Casco Fire Department;
8. Securing from unauthorized access the demolition area at all times during the period of demolition by reasonable means acceptable to the Building Inspector. The perimeter of the site shall be demarcated for No Entry and signs to that effect shall be posted. In the event it shall be or become necessary to temporarily close any streets, Contractor shall, prior to commencement of the work, apply for and obtain from the Town any permit for the temporary closing of such streets; in such event Contractor will place signage in compliance with the Manual on Uniform Traffic Control Devices.
9. Disposing of all pavement removed from the site;
10. Disposing of all concrete and brick at a Town designated site;
11. Upon completion of the demolition, loam and seed shall be installed in an amount and manner as directed to the Purchasing Agent. Unit price to reflect Loam/Seed/Mulch of designated area.
12. **Demolishing building in a safe and orderly way in compliance with all State and Federal regulations. Contractor must take reasonable precautions for safety of and prevention of damage to property at the site and adjacent thereto. Neighbors' areas must be policed every day for any debris on his/her properties.**
13. **Practicing dust control by wetting down the building and its debris during the active part of demolishing the building and loading the debris onto the transport vehicles. At completion of the work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the demolition site.**

The Contractor shall supervise and direct the work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, demolition means, methods, techniques, sequences and procedures. If the Contract gives specific instructions concerning demolition means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety of such means, methods, techniques, sequences, and procedures and shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences, and procedures.

The Contractor shall confine operations at the demolition site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract, and shall not unreasonably encumber the site with materials or equipment.

Unless otherwise provided in the Contract, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the work.

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection of workers (including subcontractors hired by Contractor), the Town, employees, and the public, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities. Contractor shall promptly eliminate or abate safety hazards created by or otherwise resulting from performance of the work.

The Contractor shall promptly remedy damage and loss to property referred to in this Section II(A) caused in whole or in part by the Contractor, a subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under this Section II(A), except to the extent damage or loss is attributable to acts or omissions of the Town or anyone directly or indirectly employed by the Town and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section II(G).

The Contractor warrants to the Town that in performing work under this Contract, the Contractor will employ a standard of care consistent with that generally applied by contractors engaged comparable work in the State of Maine.

**B. Time and Sequence of Demolition:**

Contractor shall commence demolition within 5 days after the date of execution of this Contract and demolition shall be completed within 30 days from the Town's Notice to Proceed. In the event that during the course of the demolition project, additional ACM, hazardous waste, or chemicals, toxic or otherwise, are found by Contractor to exist, which were not known to Contractor at the time of execution of

this Contract, the Contractor shall immediately stop all work in the affected area and notify the Town. In such event, the Contractor shall, in addition to the aforesaid period, have additional time to complete the Contract equal to the number of days that the hazardous removal parties are required to be upon the premises for the removal of any such "after discovered" materials. Contractor shall take all reasonable precautions to avoid further contamination or the spread or disturbance of such ACM, hazardous waste, and chemicals.

- C. **Contract Price and Payment:** The Town agrees to pay Contractor for the services performed as called for in this Contract. Contractor shall be solely responsible for collection of any sales tax upon sale of salvage, and for remittance of the same to the State of Maine and shall hold the Town harmless from and indemnify the Town against any liability for the collection of such tax.
- D. **Responsibility for Hazardous Materials:** Contractor shall not be responsible under the terms of this Contract for the removal, demolition or disposal of any ACM or other hazardous materials, substance or wastes at 388 Roosevelt Trail, Casco.
- E. **Compliance with Laws:** The Contractor shall observe and comply at all times with and give notices required by all applicable Federal and State laws and regulations, Town ordinances and the rules and regulations of all authorities having jurisdiction over the project, including without limitation those bearing on safety of persons or property or their protection from damage, injury, or loss, and these shall apply to the Contract the same as though written out herein in full, and the Contractor shall indemnify, defend, and hold harmless the Town and its representatives against any claim or liability arising from or based on violation of any such laws, ordinances, rules and regulations by the Contractor or by its employees, subcontractors, or agents, and Contractor shall bear the costs attributable to correction of work that is required as a result.
- F. **INSURANCE:**  
The Contractor shall procure and maintain during the term of this Contract at its own expense with companies satisfactory to the Town, the following insurance coverage. The Contractor shall furnish a certificate of proof of such coverages to the Town which **names the Town of Casco as additional insured** and provides that the insurer will give the Town 10 days' written notice before the required insurance can be altered or canceled. The certificate of such insurance shall be filed with the Town Manager **within 5 days from Notice of Award.**

**WORKERS' COMPENSATION:**

Workers' Compensation, and Employers' Liability coverage in form and amounts required by law.

**AUTOMOTIVE LIABILITY INSURANCE:**

Comprehensive Automobile Liability coverage on owned, hired, leased, or non-owned vehicles with limits of not less than \$1,000,000.00 combined for each accident, and arising out of the ownership, maintenance or use of any vehicle for

damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any vehicle.

**GENERAL LIABILITY INSURANCE:**

General Liability insurance with minimum limits of liability for bodily injury in the amount of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.

Contractor and any/all sub-contractors shall provide a waiver of subrogation for all insurance coverage, to be evidenced on the certificates of insurance supplied in connection with the work.

**G. INDEMNIFICATION:**

The bidder shall defend, indemnify, and hold harmless the Town of Casco, its employees and agents, from and against any and all liabilities, causes of action, judgments, claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) for personal injury (including death) or property damage arising out of, or in consequence of, any negligent or intentional act or omission of the bidder, its employees, agents, or subcontractors.

The Contractor shall be responsible for all damages to property, or injury to persons arising out of their actions or failure to act or the actions or failure to act of their employees, subcontractors, or agents. The Contractor shall indemnify, defend, and hold harmless the Town and its employees, subcontractors, representatives, and agents from and against any and all claims, demands, causes of action, damages, liabilities, losses, suits, judgments, and expenses arising in conjunction with or as a result of the Contractor's performance of this Contract, including without limitation the cost and expense the Town incurs for remediation of a material or substance not required by the Contract that the Contractor brings to the site and for remediation of material or substance that the Contractor brings to the site as required by the Contract that the Contractor or its employees, subcontractors, or agents negligently handles. The Contractor shall have no liens or encumbrances which would adversely affect the ability of the Contractor to perform as stipulated under this Contract.

Exclusively for the purposes of the indemnity under this Section II(G), and only to the extent that this waiver does not affect the Contractor's statutory immunity against claims by its own employees, Contractor hereby waives any immunities to which it may be entitled under worker's compensation laws, and assumes potential liability for actions brought by its employees.

If any claim of lien or stop-notice or any other demand for payment or security therefor is made or filed with the Town or the project site by any person claiming that Contractor or any subcontractor or supplier or any other person claiming under any of them has failed to perform any contractual obligations or to make payment for any labor, services, trust fund contribution, materials, equipment, taxes, or other item furnished or obligation incurred for, or in connection with, the work, or if at any time there shall be evidence of such nonperformance or nonpayment of any claim or lien or stop-notice or other demand for which, if established, the Town or

the project site might become liable, then the Contractor shall immediately make payment for such labor, services, materials, equipment, taxes, or other item furnished or obligation incurred for, or in connection with, the services and require a discharge of such lien, stop-notice, or demand. The Town shall have the right to require the Contractor to immediately and at its own expense procure, furnish, and record appropriate statutory release bonds, which will extinguish or expunge said lien, claim, or stop-notice, and the right to retain from any payment then or thereafter due under the Contract or to be reimbursed by Contractor for an amount sufficient to (i) satisfy, discharge, and defend against any such claim of lien or stop-notice or other damage, or any action or proceeding thereon that may be brought to judgment or award; (ii) make good any such nonpayment, nonperformance, damage, failure, or default; and (iii) compensate the Town for and indemnify it against any and all loss, liability, damage, cost, and expense (including attorneys' and consultants' fees and costs) sustained or incurred in connection therewith.

- H. **Assignment:** Contractor may not assign or delegate this Contract or its obligations hereunder without the prior express written permission of the Town.
- I. **Title to Salvage:** Upon removal from the premises of any materials, Contractor shall immediately, without need of further evidence of title or conveyance, be vested with title to the material; any sales of materials salvaged from the premises shall be sales by Contractor rather than by the Town; the Town makes no warranty title, condition, fitness for any purpose or merchantability with respect to its transfer of title to any salvage, which is transferred to Contractor without any warranty of any kind whatsoever. The Town is aware of no competing claims or liens which may encumber the property or personal property interests therein.
- J. **Bond Requirements:** Performance & Payment Bonds **are not** required for this project.
- K. **Default; Termination:** The Town may terminate the Contract upon written notice without further obligations to the Contractor if Contractor breaches this Contract and, if the breach is capable of cure, fails to correct such failure within 10 days after receipt of notice of such breach. No materials may be removed from the Town premises after receipt by Contractor of such 10-day notice, unless Contractor has cured the breach.

During any time that the Contractor is unable to perform under this Agreement because of an act of God, war, civil unrest, fire or other casualty, labor difficulties, general shortage of labor, materials or equipment, or other causes beyond Contractor's reasonable control, such time shall not be counted in determining the time when the performance of such act must be completed, whether such time be designated by a fixed time or a reasonable time. In such event the Contractor shall immediately give notice to the Town and shall do everything possible to resume performance. If the period of nonperformance exceeds 30 days from the receipt of notice of such an event, the Town may by giving written notice terminate this Contract.

In the event of termination for default, the Town may finish the work by whatever reasonable method the Town may deem expedient. Upon written request of the

Contractor, the Town shall furnish to the Contractor a detailed accounting of the costs incurred by the Town in finishing the work. The Contractor shall not be entitled to receive further payment until the work is finished. If the unpaid balance of the sum Lump Sum exceeds all costs to the Town of finishing the work, including without limitation attorneys' fees and costs, and other damages incurred by the Town and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall promptly pay the difference to the Town. The obligation for payment shall survive termination of the Contract.

The Town may, without cause, order the Contractor in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the Town may determine, and the Town may, at any time, terminate the Contract upon written notice for the Town's convenience and without cause. Upon receipt of written notice from the Town of such termination for the Town's convenience, the Contractor shall cease operations as directed by the Town in the notice; take actions necessary, or that the Town may direct, for the protection and preservation of the work; and except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders. In case of such termination for the Town's convenience, the Contractor shall be entitled to receive payment for work properly executed.

All obligations of indemnification, and all obligations which otherwise by their nature should survive expiration or termination of this Contract for any reason, will survive such expiration or termination. All remedies available to the Town for breach of this Contract are cumulative and may be exercised concurrently or separately, and the exercise of any single remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

- L. Notices:** In the event it becomes necessary for any party to this Contract to give written notice to the other party, such notice shall be sent via U.S Postal Service, postage prepaid, first-class mail, certified, return receipt, and such notice shall be deemed effective upon receipt or refusal. The notice may also be hand-delivered, in which case it shall be deemed to have been received on the day so delivered. In the event any notices are required by or useful under the terms of this Contract, such notices shall be given in the case of:

Town to:                      Town of Casco  
Anthony R. Ward, Town Manager  
190 Middle Road  
Casco, ME 04280

the Contractor to:        (Company Name).  
                                  (Name) , President  
                                  (Address)

- M. Arbitration:** In the event of a dispute arising out of this Contract, the parties agree to submit such dispute to binding arbitration in Casco, Maine pursuant to the

Construction Industry Arbitration Rules of the American Arbitration Association, except that there shall be a single arbitrator, appointed by agreement of the parties, and if the parties are unable to agree upon an arbitrator, then an arbitrator shall be appointed by the Superior Court pursuant to 14 M.R.S.A Section 5929; provided, nevertheless, that the agreement to arbitrate shall not preclude resort by either party to a Court of general jurisdiction for the purpose of seeking interlocutory relief, to the extent such relief may be available and provided such action shall be brought solely in Maine. This Contract is governed by the laws of the State of Maine (without giving effect to its principles relating to conflicts of laws). The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection with any action or proceeding between the Contractor and the Town arising out of or related to this Contract.

**N. Integration and Modification:** This Contract contains and expresses the entire contractual relationship between the parties and there are no other promises, undertakings, representations or obligations of any kind existing between the parties which do not appear in this Contract. This Contract may not be modified or abrogated except by means of a writing signed by both parties.

**O. Miscellaneous:**

1. Any components of 388 Roosevelt Trail, Casco which Contractor wishes to sell for salvage must be removed from the premises by Contractor on or before the expiration of the time for completion of Contractor's services hereunder. At the time of such removal of each component from the Town's premises, title to such component shall immediately vest in Contractor and responsibility for lawful disposal (or sale) of such components shall thereafter remain solely Contractor;
2. Time is of the essence with regard to this Contract;
3. Contractor agrees to attend pre-demolition meeting with such officials as may be designated for such purpose by the Town. At that time, Contractor shall submit to the Town a progress schedule;
4. Contractor shall provide for maintenance of traffic in accordance with Sub-section 104.04 and 107.11 of the Maine State Highway Commission Standards Specifications (4) Highway and Bridges, Revision of June, 1981 and the following provisions:
  - a. Since the project area is in or abuts streets used for passage on foot, the Contractor shall be responsible for scheduling his/her work in such a manner that safe passage for pedestrian and vehicular traffic is provided at all times with a minimum of obstruction.
  - b. Contractor shall make arrangements with the Sheriff of the Cumberland County Sheriff's Department, the Chief of the Fire Department, and other Town officials as required for performance of the work. Contractor shall arrange any pay for all police protection and assistance required to adequately handle traffic.
  - c. When it necessary for traffic to pass over portions of the abutting roadway during the demolition, the Contractor shall at all times provide for the safety of traffic by using such warning signs, flares and lights as may be required by the Town of Casco. All such temporary traffic

controls shall be provided at the sole expense of Contractor. In the event any street or way is to be temporarily or permanently closed to travel (by permission of the Casco Town Council), a 72-hour notice will be given by Contractor to the Town of Casco, the Chief of the Casco Fire Department, and the Sheriff of the Cumberland County Sheriff's Department. In the event the closing of a street becomes necessary, all costs involved in establishing and maintaining a suitable detour, as may be required by the municipal officers, will be borne by the Contractor. Approved signs shall be furnished, placed and maintained by the Contractor at such points as designated by the Police Department. The Contractor shall be liable for all damages occasioned in any way by the act or neglect of themselves or their agents, employees or workmen. When the bridges or other temporary expedients are no longer necessary, they shall remove them and restore the private ways, paths, drives or walks to their original condition.

- d. The Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract, and the accounting and control systems shall be satisfactory to the Town. The Town of Casco or any of their duly authorized representatives, shall have access to and be permitted to observe and review all work, materials, equipment, employment conditions, books, documents, papers, records, correspondence, receipts, vouchers, payrolls, agreements with sub-contractors relating to this Contract for the purpose of making audit, examination, excerpts and transcriptions. This right shall exist, and the Contractor shall preserve all such records, for a period of 3 years after the final payment and all other pending matters are closed or for such longer period as may be required by law.
- e. No member of or delegate to the Congress of the United States and no resident commissioner shall be admitted to any share or part of this Contract, or to any benefit to arise from the same. No member, officer, or employee of the Town of Casco or its designees or agents, no member of the governing body of the locality in which the work is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the work during his/her tenure or for 1 year thereafter, shall have any interest, direct or indirect, in any contract or sub-contract with the work under this Contract.
- f. It is understood and agreed that the Contractor is to perform the work required hereunder as an independent contractor and not as an agent or employee of the Town.
- g. A party's failure at any time to enforce any of the provisions of this Contract will not be construed to be a waiver of such provision or rights, nor to affect the validity of this Contract. The exercise by a party of any right under this Contract will not preclude or prejudice the continued existence of the same or other rights under this Contract. In the event that any provision of this Contract is found invalid or unenforceable pursuant to judicial decree, the remainder of this Contract shall remain valid and enforceable according to its terms.
- h. This Contract shall be binding upon the parties, their permitted successors and permitted assigns.

Contractor agrees that its proposal dated December 4, 2019 and the Town agree that any provision of this Contract or of any such proposal that conflicts with this paragraph, or seeks to exclude

Contractor's proposal from this Contract or from any express warranty or any warranty provided by statute or implied at law shall be void and of no force and effect.

<u>ITEM</u>	<u>PAYMENT</u>	<u>DESCRIPTION OF WORK</u>
1	Lump Sum	Demolition and removal of the structure located at 388 Roosevelt Trail, Casco as specified.

Unit Price for additional fill material	

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

Signed, Sealed and Delivered  
in the presence of

Owner  
**TOWN OF CASCO, MAINE**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Anthony R. Ward  
Town Manager

**Contractor:**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

# TOWN OF CASCO, MAINE

## DEMOLITION OF STRUCTURE AT 388 Roosevelt Trail, Casco

**BID DEADLINE: May 20, 2022 @ 12:00 pm**  
**PRE-BID MEETING: May 3, 2022 @ 11:00 am**

### PROPOSAL FORM

TO: Anthony R. Ward, Town Manager  
Town of Casco  
635 Meadow Road  
Casco, Maine 04015

Dear Sir:

Having carefully examined the premises and existing conditions affecting the work, we, the undersigned, hereby agree to furnish all labor, materials, appliances, supplies, plants, equipment and other facilities incidental to the demolition and removal of the primary structure as required by, and in strict accordance with, the Specifications dated [Date] as prepared by the Town of Casco and that the undersigned will accept in full payment thereof of the following sum to wit:

<u>ITEM</u>	<u>PAYMENT</u>	<u>DESCRIPTION OF WORK</u>
1	Lump Sum	Demolition and removal of the primary structure located at 388 Roosevelt Trail, Casco as specified.

	\$ 24,145.-
Unit Price for additional fill material	\$ 52.- CY

State equipment to be used: (list all equipment)

Cat 320 Excavator
Takeuchi 270 Excavator
Tri Axle Dump Trucks

List all Sub-Contractors:

N/A

The undersigned further agrees to complete work by:	Within 10 days of Award
The undersigned acknowledges the receipt of addenda #:	Septic Tanks

The undersigned acknowledges that the Town requires that its terms and conditions, as contained in the bid request documents, form the basis for any relationship that may result from this bid request and that this proposal (including any and all attachments, exhibits and documents referred to in this proposal) will be included in any final contract between the undersigned and the Town covering the work in the proposal.

The undersigned further agrees that after notification by the Town of the acceptance of his/her proposal and the readiness of the contract for signature, he/she will execute the contract within 5 days, Saturdays, Sundays and holidays excepted, and that he/she will commence the work within 5 days after the execution of the contract unless otherwise specified in the Specifications or directed by the Town in writing, and that he/she will prosecute the work to its completion.

Performance & Payment Bonds **are not** required.

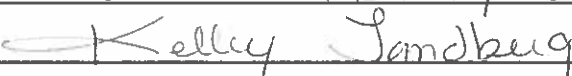
The undersigned further agrees that in the employment of labor, preference will be given, all other things being equal, to the citizens of Casco and of the State of Maine, in that order.

The undersigned hereby further declares that the only person or parties interested in this proposal as principals are named below; that the proposal is made without any connection with any other person or party making any proposal for the same work; and that no person acting for or employed by the Town of Casco is directly or indirectly interested in this proposal or in any contract which may be made under it or in profits expected to arise therefrom, except as provided by the Town Charter. The full names and addresses of all persons or parties interested in this proposal as principals are named below; (Give first and last names in full; and in case of a corporation, give names and addresses of President, Treasurer and Manager; and in case of a partnership, give names and addresses of members):


Accompanying this proposal is a bid security deposit in the amount of:

% 10	\$ 2,414,50
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which is to become the property of the Town by forfeiture if the undersigned fails, after notification by the Town Manager of the acceptance of his/her proposal, to execute a contract with the Town within 5 days agreed to herein; or, in case the undersigned withdraws his/her proposal within 30 days after the opening of the proposals. Otherwise, the deposit will be returned to the undersigned in accordance with the provisions in the Notice to Contractors.

<b>FIRM NAME</b>	C. R. Tandberg Inc
<b>SIGNATURE</b>	 Kelley Tandberg
<b>PRINTED/TYPED NAME</b>	Kelley Tandberg
<b>TITLE</b>	Controller
<b>LEGAL ADDRESS</b>	PO Box 381
	Windham ME 04062
<b>PLACE OF BUSINESS</b>	92 Tandberg Trail
	Windham ME 04062
<b>FIRM'S IRS ID #</b>	01-0317046
<b>DATE</b>	5/19/2022
<b>TELEPHONE #</b>	207 892-4124
<b>FAX #</b>	207 892-0008
<b>E-MAIL ADDRESS</b>	CR Tandberg1949@Aol.Com

# TOWN OF CASCO, MAINE

## DEMOLITION OF STRUCTURE AT 388 Roosevelt Trail, Casco

**BID DEADLINE: May 20, 2022 @ 12:00 pm**  
**PRE-BID MEETING: May 3, 2022 @ 11:00 am**

### PROPOSAL FORM

TO: Anthony R. Ward, Town Manager  
Town of Casco  
635 Meadow Road  
Casco, Maine 04015

Dear Sir:

Having carefully examined the premises and existing conditions affecting the work, we, the undersigned, hereby agree to furnish all labor, materials, appliances, supplies, plants, equipment and other facilities incidental to the demolition and removal of the primary structure as required by, and in strict accordance with, the Specifications dated **5/19/2022** as prepared by the Town of Casco and that the undersigned will accept in full payment thereof of the following sum to wit:

<u>ITEM</u>	<u>PAYMENT</u>	<u>DESCRIPTION OF WORK</u>
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1	Lump Sum	Demolition and removal of the primary structure located at 388 Roosevelt Trail, Casco as specified.
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Total	<del>\$40,000.00</del>	
Unit Price for additional fill material	\$20.00	CY

State equipment to be used: (list all equipment)

11 Ton Excavator
Dumptruck
Flatbed
4 Yard bucket case loader
40 Yard Containers

List all Sub-Contractors:

<b>RPC Construction</b>

<b>The undersigned further agrees to complete work by:</b>	30 days from start date
<b>The undersigned acknowledges the receipt of addenda #:</b>	

The undersigned acknowledges that the Town requires that its terms and conditions, as contained in the bid request documents, form the basis for any relationship that may result from this bid request and that this proposal (including any and all attachments, exhibits and documents referred to in this proposal) will be included in any final contract between the undersigned and the Town covering the work in the proposal.

The undersigned further agrees that after notification by the Town of the acceptance of his/her proposal and the readiness of the contract for signature, he/she will execute the contract within 5 days, Saturdays, Sundays and holidays excepted, and that he/she will commence the work within 5 days after the execution of the contract unless otherwise specified in the Specifications or directed by the Town in writing, and that he/she will prosecute the work to its completion.

Performance & Payment Bonds **are not** required.

The undersigned further agrees that in the employment of labor, preference will be given, all other things being equal, to the citizens of Casco and of the State of Maine, in that order.


The undersigned hereby further declares that the only person or parties interested in this proposal as principals are named below; that the proposal is made without any connection with any other person or party making any proposal for the same work; and that no person acting for or employed by the Town of Casco is directly or indirectly interested in this proposal or in any contract which may be made under it or in profits expected to arise therefrom, except as provided by the Town Charter. The full names and addresses of all persons or parties interested in this proposal as principals are named below; (Give first and last names in full; and in case of a corporation, give names and addresses of President, Treasurer and Manager; and in case of a partnership, give names and addresses of members):

John Ryan, Ryan Family Builders, Co- Owner
Mindy Ryan, Ryan Family Builders, Co-Owner

Accompanying this proposal is a bid security deposit in the amount of:

% 10	\$400000
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which is to become the property of the Town by forfeiture if the undersigned fails, after notification by the Town Manager of the acceptance of his/her proposal, to execute a contract with the Town within 5 days agreed to herein; or, in case the undersigned withdraws his/her proposal within 30 days after the opening of the proposals. Otherwise, the deposit will be returned to the undersigned in accordance with the provisions in the Notice to Contractors.

<b>FIRM NAME</b>	Ryan Family Builders
<b>SIGNATURE</b>	
<b>PRINTED/TYPED NAME</b>	John Ryan
<b>TITLE</b>	Owner
<b>LEGAL ADDRESS</b>	7 Gammon Rd Turner, ME, 04282
<b>PLACE OF BUSINESS</b>	7 Gammon Rd Turner, ME, 04282
<b>FIRM'S IRS ID #</b>	812588148
<b>DATE</b>	5/19/2022
<b>TELEPHONE #</b>	207-330-9680
<b>FAX #</b>	N/A
<b>E-MAIL ADDRESS</b>	ryanfamilybuilders@yahoo.com

**DEMOLITION OF STRUCTURE AT  
388 Roosevelt Trail, Casco**

**BID DEADLINE: May 20, 2022 @ 12:00 pm  
PRE-BID MEETING: May 3, 2022 @ 11:00 am**

**AGREEMENT**

This Agreement (the "Contract") is entered into at Casco, Maine as of this 19th day of May, 2022 by and between the **Town of Casco** a municipal corporation with a principal place of business in Casco, Cumberland County, Maine (hereinafter referred to as "**Town**" or the "**Town of Casco**," which expression shall include its successors and assigns) and Ryan Family Builders, a corporation with a place of business at 388 Roosevelt Trail, Casco, ME, 04015 (hereinafter sometimes collectively referred to as "**Contractor**," which expression shall include their heirs, successors, and assigns).

**I. WHEREAS:**

- A.** The Town desires to have demolished a certain building located at 388 Roosevelt Trail, Casco, located at Map 25, Lot 004 within the Casco Tax records;
- B.** Contractor desires to provide demolition services to the Town for the purposes of accomplishing the complete demolition of 388 Roosevelt Trail, Casco; and
- C.** The parties have reached an agreement with respect to the same which they wish to reduce to a written document.

**II.** For consideration paid, including without limitations the mutual covenants and undertaking more fully hereinafter expressed, the parties do hereby agree as follows:

- A. Scope of Services:** Contractor agrees and undertakes to demolish a structure at 388 Roosevelt Trail, Casco, more particularly shown as on the Town's Tax Maps as Map 25, Lot 4, in its entirety, including removal of foundations. The scope of Contractor's undertaking includes, without limitation:
  - 1. Securing all demolition permits required by the State of Maine and the Town of Casco and paying all fees required with respect to such permit(s);
  - 2. Removing all debris from the site. Any asbestos containing materials ("ACM") have been removed by others. Should ACM be identified by Contractor, Contractor shall immediately stop all work in the affected area and notify the Town;
  - 3. Disposing of all demolition debris *other than* that sold by Contractor, or otherwise recovered by Contractor as salvage, either on its own behalf or on behalf of the Town, in accordance with the laws of the United States and the State of Maine and ordinances of the Town of Casco; provided, nevertheless, that Contractor is authorized to sell any salvageable components of the structure for its own account, as set forth below. Within 30 days after completion of Contractor's services, Contractor will provide the Town with copies of any documents evidencing the ultimate disposition of all demolition

debris, except for such as has been sold for salvage; The Contractor **will not** be responsible for tipping fees, however, all demolition materials not salvaged must be weighed a mutually agreed upon location by the winning bidder and the Town.

4. The Contractor shall identify all fill sites to be used prior to Contract signing.
5. Disconnecting and capping all water and sewer service(s) currently connected at 388 Roosevelt Trail, Casco;
6. Removing completely and disposing of all foundation walls, footers, and floors. The foundation hole shall be filled as directed by the Purchasing Agent as part of the base bid;
7. Complying at all times and at Contractor's sole cost, during the period of demolition, with the requirements of the laws of the United States and the State of Maine, and the ordinances of the Town of Casco, including, without limitation, conforming to the requirements of the Casco Fire Department;
8. Securing from unauthorized access the demolition area at all times during the period of demolition by reasonable means acceptable to the Building Inspector. The perimeter of the site shall be demarcated for No Entry and signs to that effect shall be posted. In the event it shall be or become necessary to temporarily close any streets, Contractor shall, prior to commencement of the work, apply for and obtain from the Town any permit for the temporary closing of such streets; in such event Contractor will place signage in compliance with the Manual on Uniform Traffic Control Devices.
9. Disposing of all pavement removed from the site;
10. Disposing of all concrete and brick at a Town designated site;
11. Upon completion of the demolition, loam and seed shall be installed in an amount and manner as directed to the Purchasing Agent. Unit price to reflect Loam/Seed/Mulch of designated area.
12. **Demolishing building in a safe and orderly way in compliance with all State and Federal regulations. Contractor must take reasonable precautions for safety of and prevention of damage to property at the site and adjacent thereto. Neighbors' areas must be policed every day for any debris on his/her properties.**
13. **Practicing dust control by wetting down the building and its debris during the active part of demolishing the building and loading the debris onto the transport vehicles. At completion of the work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the demolition site.**

The Contractor shall supervise and direct the work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, demolition means, methods, techniques, sequences and procedures. If the Contract gives specific instructions concerning demolition means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety of such means, methods, techniques, sequences, and procedures and shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences, and procedures.

The Contractor shall confine operations at the demolition site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract, and shall not unreasonably encumber the site with materials or equipment.

Unless otherwise provided in the Contract, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the work.

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection of workers (including subcontractors hired by Contractor), the Town, employees, and the public, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities. Contractor shall promptly eliminate or abate safety hazards created by or otherwise resulting from performance of the work.

The Contractor shall promptly remedy damage and loss to property referred to in this Section II(A) caused in whole or in part by the Contractor, a subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under this Section II(A), except to the extent damage or loss is attributable to acts or omissions of the Town or anyone directly or indirectly employed by the Town and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section II(G).

The Contractor warrants to the Town that in performing work under this Contract, the Contractor will employ a standard of care consistent with that generally applied by contractors engaged comparable work in the State of Maine.

**B. Time and Sequence of Demolition:**

Contractor shall commence demolition within 5 days after the date of execution of this Contract and demolition shall be completed within 30 days from the Town's Notice to Proceed. In the event that during the course of the demolition project, additional ACM, hazardous waste, or chemicals, toxic or otherwise, are found by Contractor to exist, which were not known to Contractor at the time of execution of

this Contract, the Contractor shall immediately stop all work in the affected area and notify the Town. In such event, the Contractor shall, in addition to the aforesaid period, have additional time to complete the Contract equal to the number of days that the hazardous removal parties are required to be upon the premises for the removal of any such "after discovered" materials. Contractor shall take all reasonable precautions to avoid further contamination or the spread or disturbance of such ACM, hazardous waste, and chemicals.

- C. **Contract Price and Payment:** The Town agrees to pay Contractor for the services performed as called for in this Contract. Contractor shall be solely responsible for collection of any sales tax upon sale of salvage, and for remittance of the same to the State of Maine and shall hold the Town harmless from and indemnify the Town against any liability for the collection of such tax.
- D. **Responsibility for Hazardous Materials:** Contractor shall not be responsible under the terms of this Contract for the removal, demolition or disposal of any ACM or other hazardous materials, substance or wastes at 388 Roosevelt Trail, Casco.
- E. **Compliance with Laws:** The Contractor shall observe and comply at all times with and give notices required by all applicable Federal and State laws and regulations, Town ordinances and the rules and regulations of all authorities having jurisdiction over the project, including without limitation those bearing on safety of persons or property or their protection from damage, injury, or loss, and these shall apply to the Contract the same as though written out herein in full, and the Contractor shall indemnify, defend, and hold harmless the Town and its representatives against any claim or liability arising from or based on violation of any such laws, ordinances, rules and regulations by the Contractor or by its employees, subcontractors, or agents, and Contractor shall bear the costs attributable to correction of work that is required as a result.
- F. **INSURANCE:**  
The Contractor shall procure and maintain during the term of this Contract at its own expense with companies satisfactory to the Town, the following insurance coverage. The Contractor shall furnish a certificate of proof of such coverages to the Town which **names the Town of Casco as additional insured** and provides that the insurer will give the Town 10 days' written notice before the required insurance can be altered or canceled. The certificate of such insurance shall be filed with the Town Manager **within 5 days from Notice of Award.**

**WORKERS' COMPENSATION:**

Workers' Compensation, and Employers' Liability coverage in form and amounts required by law.

**AUTOMOTIVE LIABILITY INSURANCE:**

Comprehensive Automobile Liability coverage on owned, hired, leased, or non-owned vehicles with limits of not less than \$1,000,000.00 combined for each accident, and arising out of the ownership, maintenance or use of any vehicle for

damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any vehicle.

**GENERAL LIABILITY INSURANCE:**

General Liability insurance with minimum limits of liability for bodily injury in the amount of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.

Contractor and any/all sub-contractors shall provide a waiver of subrogation for all insurance coverage, to be evidenced on the certificates of insurance supplied in connection with the work.

**G. INDEMNIFICATION:**

The bidder shall defend, indemnify, and hold harmless the Town of Casco, its employees and agents, from and against any and all liabilities, causes of action, judgments, claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) for personal injury (including death) or property damage arising out of, or in consequence of, any negligent or intentional act or omission of the bidder, its employees, agents, or subcontractors.

The Contractor shall be responsible for all damages to property, or injury to persons arising out of their actions or failure to act or the actions or failure to act of their employees, subcontractors, or agents. The Contractor shall indemnify, defend, and hold harmless the Town and its employees, subcontractors, representatives, and agents from and against any and all claims, demands, causes of action, damages, liabilities, losses, suits, judgments, and expenses arising in conjunction with or as a result of the Contractor's performance of this Contract, including without limitation the cost and expense the Town incurs for remediation of a material or substance not required by the Contract that the Contractor brings to the site and for remediation of material or substance that the Contractor brings to the site as required by the Contract that the Contractor or its employees, subcontractors, or agents negligently handles. The Contractor shall have no liens or encumbrances which would adversely affect the ability of the Contractor to perform as stipulated under this Contract.

Exclusively for the purposes of the indemnity under this Section II(G), and only to the extent that this waiver does not affect the Contractor's statutory immunity against claims by its own employees, Contractor hereby waives any immunities to which it may be entitled under worker's compensation laws, and assumes potential liability for actions brought by its employees.

If any claim of lien or stop-notice or any other demand for payment or security therefor is made or filed with the Town or the project site by any person claiming that Contractor or any subcontractor or supplier or any other person claiming under any of them has failed to perform any contractual obligations or to make payment for any labor, services, trust fund contribution, materials, equipment, taxes, or other item furnished or obligation incurred for, or in connection with, the work, or if at any time there shall be evidence of such nonperformance or nonpayment of any claim or lien or stop-notice or other demand for which, if established, the Town or

the project site might become liable, then the Contractor shall immediately make payment for such labor, services, materials, equipment, taxes, or other item furnished or obligation incurred for, or in connection with, the services and require a discharge of such lien, stop-notice, or demand. The Town shall have the right to require the Contractor to immediately and at its own expense procure, furnish, and record appropriate statutory release bonds, which will extinguish or expunge said lien, claim, or stop-notice, and the right to retain from any payment then or thereafter due under the Contract or to be reimbursed by Contractor for an amount sufficient to (i) satisfy, discharge, and defend against any such claim of lien or stop-notice or other damage, or any action or proceeding thereon that may be brought to judgment or award; (ii) make good any such nonpayment, nonperformance, damage, failure, or default; and (iii) compensate the Town for and indemnify it against any and all loss, liability, damage, cost, and expense (including attorneys' and consultants' fees and costs) sustained or incurred in connection therewith.

- H. **Assignment:** Contractor may not assign or delegate this Contract or its obligations hereunder without the prior express written permission of the Town.
- I. **Title to Salvage:** Upon removal from the premises of any materials, Contractor shall immediately, without need of further evidence of title or conveyance, be vested with title to the material; any sales of materials salvaged from the premises shall be sales by Contractor rather than by the Town; the Town makes no warranty title, condition, fitness for any purpose or merchantability with respect to its transfer of title to any salvage, which is transferred to Contractor without any warranty of any kind whatsoever. The Town is aware of no competing claims or liens which may encumber the property or personal property interests therein.
- J. **Bond Requirements:** Performance & Payment Bonds are not required for this project.
- K. **Default; Termination:** The Town may terminate the Contract upon written notice without further obligations to the Contractor if Contractor breaches this Contract and, if the breach is capable of cure, fails to correct such failure within 10 days after receipt of notice of such breach. No materials may be removed from the Town premises after receipt by Contractor of such 10-day notice, unless Contractor has cured the breach.

During any time that the Contractor is unable to perform under this Agreement because of an act of God, war, civil unrest, fire or other casualty, labor difficulties, general shortage of labor, materials or equipment, or other causes beyond Contractor's reasonable control, such time shall not be counted in determining the time when the performance of such act must be completed, whether such time be designated by a fixed time or a reasonable time. In such event the Contractor shall immediately give notice to the Town and shall do everything possible to resume performance. If the period of nonperformance exceeds 30 days from the receipt of notice of such an event, the Town may by giving written notice terminate this Contract.

In the event of termination for default, the Town may finish the work by whatever reasonable method the Town may deem expedient. Upon written request of the

Contractor, the Town shall furnish to the Contractor a detailed accounting of the costs incurred by the Town in finishing the work. The Contractor shall not be entitled to receive further payment until the work is finished. If the unpaid balance of the sum Lump Sum exceeds all costs to the Town of finishing the work, including without limitation attorneys' fees and costs, and other damages incurred by the Town and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall promptly pay the difference to the Town. The obligation for payment shall survive termination of the Contract.

The Town may, without cause, order the Contractor in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the Town may determine, and the Town may, at any time, terminate the Contract upon written notice for the Town's convenience and without cause. Upon receipt of written notice from the Town of such termination for the Town's convenience, the Contractor shall cease operations as directed by the Town in the notice; take actions necessary, or that the Town may direct, for the protection and preservation of the work; and except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders. In case of such termination for the Town's convenience, the Contractor shall be entitled to receive payment for work properly executed.

All obligations of indemnification, and all obligations which otherwise by their nature should survive expiration or termination of this Contract for any reason, will survive such expiration or termination. All remedies available to the Town for breach of this Contract are cumulative and may be exercised concurrently or separately, and the exercise of any single remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

- L. Notices:** In the event it becomes necessary for any party to this Contract to give written notice to the other party, such notice shall be sent via U.S Postal Service, postage prepaid, first-class mail, certified, return receipt, and such notice shall be deemed effective upon receipt or refusal. The notice may also be hand-delivered, in which case it shall be deemed to have been received on the day so delivered. In the event any notices are required by or useful under the terms of this Contract, such notices shall be given in the case of:

Town to:                      Town of Casco  
                                      Anthony R. Ward, Town Manager  
                                      190 Middle Road  
                                      Casco, ME 04280

the Contractor to:        Ryan Family Builders  
                                     John Ryan, President  
                                     7 Gammon Rd, Turner, ME,  
                                     04282

- M. Arbitration:** In the event of a dispute arising out of this Contract, the parties agree to submit such dispute to binding arbitration in Casco, Maine pursuant to the

Construction Industry Arbitration Rules of the American Arbitration Association, except that there shall be a single arbitrator, appointed by agreement of the parties, and if the parties are unable to agree upon an arbitrator, then an arbitrator shall be appointed by the Superior Court pursuant to 14 M.R.S.A Section 5929; provided, nevertheless, that the agreement to arbitrate shall not preclude resort by either party to a Court of general jurisdiction for the purpose of seeking interlocutory relief, to the extent such relief may be available and provided such action shall be brought solely in Maine. This Contract is governed by the laws of the State of Maine (without giving effect to its principles relating to conflicts of laws). The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection with any action or proceeding between the Contractor and the Town arising out of or related to this Contract.

**N. Integration and Modification:** This Contract contains and expresses the entire contractual relationship between the parties and there are no other promises, undertakings, representations or obligations of any kind existing between the parties which do not appear in this Contract. This Contract may not be modified or abrogated except by means of a writing signed by both parties.

**O. Miscellaneous:**

1. Any components of 388 Roosevelt Trail, Casco which Contractor wishes to sell for salvage must be removed from the premises by Contractor on or before the expiration of the time for completion of Contractor's services hereunder. At the time of such removal of each component from the Town's premises, title to such component shall immediately vest in Contractor and responsibility for lawful disposal (or sale) of such components shall thereafter remain solely Contractor;
2. Time is of the essence with regard to this Contract;
3. Contractor agrees to attend pre-demolition meeting with such officials as may be designated for such purpose by the Town. At that time, Contractor shall submit to the Town a progress schedule;
4. Contractor shall provide for maintenance of traffic in accordance with Sub-section 104.04 and 107.11 of the Maine State Highway Commission Standards Specifications (4) Highway and Bridges, Revision of June, 1981 and the following provisions:
  - a. Since the project area is in or abuts streets used for passage on foot, the Contractor shall be responsible for scheduling his/her work in such a manner that safe passage for pedestrian and vehicular traffic is provided at all times with a minimum of obstruction.
  - b. Contractor shall make arrangements with the Sheriff of the Cumberland County Sheriff's Department, the Chief of the Fire Department, and other Town officials as required for performance of the work. Contractor shall arrange any pay for all police protection and assistance required to adequately handle traffic.
  - c. When it necessary for traffic to pass over portions of the abutting roadway during the demolition, the Contractor shall at all times provide for the safety of traffic by using such warning signs, flares and lights as may be required by the Town of Casco. All such temporary traffic

controls shall be provided at the sole expense of Contractor. In the event any street or way is to be temporarily or permanently closed to travel (by permission of the Casco Town Council), a 72-hour notice will be given by Contractor to the Town of Casco, the Chief of the Casco Fire Department, and the Sheriff of the Cumberland County Sheriff's Department. In the event the closing of a street becomes necessary, all costs involved in establishing and maintaining a suitable detour, as may be required by the municipal officers, will be borne by the Contractor. Approved signs shall be furnished, placed and maintained by the Contractor at such points as designated by the Police Department. The Contractor shall be liable for all damages occasioned in any way by the act or neglect of themselves or their agents, employees or workmen. When the bridges or other temporary expedients are no longer necessary, they shall remove them and restore the private ways, paths, drives or walks to their original condition.

- d. The Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract, and the accounting and control systems shall be satisfactory to the Town. The Town of Casco or any of their duly authorized representatives, shall have access to and be permitted to observe and review all work, materials, equipment, employment conditions, books, documents, papers, records, correspondence, receipts, vouchers, payrolls, agreements with sub-contractors relating to this Contract for the purpose of making audit, examination, excerpts and transcriptions. This right shall exist, and the Contractor shall preserve all such records, for a period of 3 years after the final payment and all other pending matters are closed or for such longer period as may be required by law.
- e. No member of or delegate to the Congress of the United States and no resident commissioner shall be admitted to any share or part of this Contract, or to any benefit to arise from the same. No member, officer, or employee of the Town of Casco or its designees or agents, no member of the governing body of the locality in which the work is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the work during his/her tenure or for 1 year thereafter, shall have any interest, direct or indirect, in any contract or sub-contract with the work under this Contract.
- f. It is understood and agreed that the Contractor is to perform the work required hereunder as an independent contractor and not as an agent or employee of the Town.
- g. A party's failure at any time to enforce any of the provisions of this Contract will not be construed to be a waiver of such provision or rights, nor to affect the validity of this Contract. The exercise by a party of any right under this Contract will not preclude or prejudice the continued existence of the same or other rights under this Contract. In the event that any provision of this Contract is found invalid or unenforceable pursuant to judicial decree, the remainder of this Contract shall remain valid and enforceable according to its terms.
- h. This Contract shall be binding upon the parties, their permitted successors and permitted assigns.

Contractor agrees that its proposal dated May 19, 2022 and the Town agree that any provision of this Contract or of any such proposal that conflicts with this paragraph, or seeks to exclude

## RYAN FAMILY BUILDERS

7 Gammon Rd  
Turner, ME, 04240  
207-330-9680  
ryanfamilybuilders@yahoo.com

## REFERENCES

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**Melanie Rodriguez**  
14750 W Burnsville PKWY  
Burnsville, MN, 55306-4832  
612-751-5507  
[recruiting@mckaypm.com](mailto:recruiting@mckaypm.com)

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**Ann Parker**  
69 Summit St  
Auburn, ME, 040210  
207-754-7809  
[amjparker@yahoo.com](mailto:amjparker@yahoo.com)

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**Marc Levesque**  
P.O.Box 885  
Sabattus, ME, 04280-0885  
207-933-2974

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Contractor's proposal from this Contract or from any express warranty or any warranty provided by statute or implied at law shall be void and of no force and effect.

<u>ITEM</u>	<u>PAYMENT</u>	<u>DESCRIPTION OF WORK</u>
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1	Lump Sum	Demolition and removal of the structure located at 388 Roosevelt Trail, Casco as specified.
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Unit Price for additional fill material	

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

Signed, Sealed and Delivered  
in the presence of

Owner  
**TOWN OF CASCO, MAINE**

By: \_\_\_\_\_  
Anthony R. Ward  
Town Manager

\_\_\_\_\_  
Witness

**Contractor:**

By: \_\_\_\_\_

\_\_\_\_\_  
Witness

# TOWN OF CASCO, MAINE

## DEMOLITION OF STRUCTURE AT 388 Roosevelt Trail, Casco

**BID DEADLINE: May 20, 2022 @ 12:00 pm**  
**PRE-BID MEETING: May 3, 2022 @ 11:00 am**

### PROPOSAL FORM

TO: Anthony R. Ward, Town Manager  
Town of Casco  
635 Meadow Road  
Casco, Maine 04015

Dear Sir:

Having carefully examined the premises and existing conditions affecting the work, we, the undersigned, hereby agree to furnish all labor, materials, appliances, supplies, plants, equipment and other facilities incidental to the demolition and removal of the primary structure as required by, and in strict accordance with, the Specifications dated [Date] as prepared by the Town of Casco and that the undersigned will accept in full payment thereof of the following sum to wit:

<u>ITEM</u>	<u>PAYMENT</u>	<u>DESCRIPTION OF WORK</u>
1	Lump Sum	Demolition and removal of the primary structure located at 388 Roosevelt Trail, Casco as specified.

	\$ 29,500.00
Unit Price for additional fill material	\$ CY

State equipment to be used: (list all equipment)

2022 Hyandry HX 130 escalator
2007 Kenworth 900L Triaxle dump.

List all Sub-Contractors:

Phillip Shane

The undersigned further agrees to complete work by:	Robert Spence
The undersigned acknowledges the receipt of addenda #:	

The undersigned acknowledges that the Town requires that its terms and conditions, as contained in the bid request documents, form the basis for any relationship that may result from this bid request and that this proposal (including any and all attachments, exhibits and documents referred to in this proposal) will be included in any final contract between the undersigned and the Town covering the work in the proposal.

The undersigned further agrees that after notification by the Town of the acceptance of his/her proposal and the readiness of the contract for signature, he/she will execute the contract within 5 days, Saturdays, Sundays and holidays excepted, and that he/she will commence the work within 5 days after the execution of the contract unless otherwise specified in the Specifications or directed by the Town in writing, and that he/she will prosecute the work to its completion.

Performance & Payment Bonds are not required.

The undersigned further agrees that in the employment of labor, preference will be given, all other things being equal, to the citizens of Casco and of the State of Maine, in that order.

The undersigned hereby further declares that the only person or parties interested in this proposal as principals are named below; that the proposal is made without any connection with any other person or party making any proposal for the same work; and that no person acting for or employed by the Town of Casco is directly or indirectly interested in this proposal or in any contract which may be made under it or in profits expected to arise therefrom, except as provided by the Town Charter. The full names and addresses of all persons or parties interested in this proposal as principals are named below; (Give first and last names in full; and in case of a corporation, give names and addresses of President, Treasurer and Manager; and in case of a partnership, give names and addresses of members):

**DEMOLITION OF STRUCTURE AT  
388 Roosevelt Trail, Casco**

**BID DEADLINE: May 20, 2022 @ 12:00 pm  
PRE-BID MEETING: May 3, 2022 @ 11:00 am**

**AGREEMENT**

This Agreement (the "Contract") is entered into at Casco, Maine as of this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between the **Town of Casco** a municipal corporation with a principal place of business in Casco, Cumberland County, Maine (hereinafter referred to as "**Town**" or the "**Town of Casco**," which expression shall include its successors and assigns) and \_\_\_\_\_ (name of company), a corporation with a place of business at \_\_\_\_\_ (Address) \_\_\_\_\_ (hereinafter sometimes collectively referred to as "**Contractor**," which expression shall include their heirs, successors, and assigns).

**I. WHEREAS:**

- A.** The Town desires to have demolished a certain building located at 388 Roosevelt Trail, Casco, located at Map 25, Lot 004 within the Casco Tax records;
- B.** Contractor desires to provide demolition services to the Town for the purposes of accomplishing the complete demolition of 388 Roosevelt Trail, Casco; and
- C.** The parties have reached an agreement with respect to the same which they wish to reduce to a written document.

**II.** For consideration paid, including without limitations the mutual covenants and undertaking more fully hereinafter expressed, the parties do hereby agree as follows:

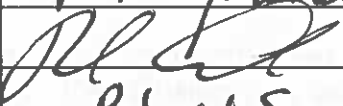
- A. Scope of Services:** Contractor agrees and undertakes to demolish a structure at 388 Roosevelt Trail, Casco, more particularly shown as on the Town's Tax Maps as Map 25, Lot 4, in its entirety, including removal of foundations. The scope of Contractor's undertaking includes, without limitation:

- 1. Securing and obtaining permits required by the State of Maine and the Town of Casco and paying all fees required with respect to such permit(s);
- 2. Removing all debris from the site. Any asbestos containing materials ("ACM") have been removed by others. Should ACM be identified by Contractor, Contractor shall immediately stop all work in the affected area and notify the Town;
- 3. Disposing of all demolition debris other than that sold by Contractor, or otherwise recovered by Contractor as salvage, either on its own behalf or on behalf of the Town, in accordance with the laws of the United States and the State of Maine and ordinances of the Town of Casco; provided, nevertheless, that Contractor is authorized to sell any salvageable components of the structure for its own account, as set forth below. Within 30 days after completion of Contractor's services, Contractor will provide the Town with copies of any documents evidencing the ultimate disposition of all demolition


Accompanying this proposal is a bid security deposit in the amount of:

%	\$
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which is to become the property of the Town by forfeiture if the undersigned fails, after notification by the Town Manager of the acceptance of his/her proposal, to execute a contract with the Town within 5 days agreed to herein; or, in case the undersigned withdraws his/her proposal within 30 days after the opening of the proposals. Otherwise, the deposit will be returned to the undersigned in accordance with the provisions in the Notice to Contractors.

FIRM NAME	RT Symonds
SIGNATURE	
PRINTED/TYPED NAME	Robert Symonds
TITLE	owner
LEGAL ADDRESS	190 Tamarack Trail Casco ME
PLACE OF BUSINESS	Same
FIRM'S IRS ID #	01-0516210
DATE	5-14-22
TELEPHONE #	207-655-5771
FAX #	
E-MAIL ADDRESS	Wickedgood82@gmail.com



Maine Municipal Association  
Risk Management Services  
**WORKERS COMPENSATION FUND**

# Town of Casco Proposal

MMA Risk Management Services • PO Box 9109 • Augusta, ME 04332-9109  
**Phone** 1-800-590-5583 • **Local** (207) 626-5583 • **Fax** (207) 626-0513 • [www.memun.org](http://www.memun.org)

# **Maine Municipal Association**

## **Workers' Compensation Fund Proposal**

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- II. QUOTATION**
- III. RISK MANAGEMENT SERVICES SUMMARY**
- IV. CURRENT MEMBERSHIP LIST**
  
- A. ATTACHMENTS**
  - How to Enroll
  - Indemnity Agreement



Maine Municipal Association  
**RISK MANAGEMENT SERVICES**

To: Anthony Ward, Town Manager Town of Casco  
From: Marcus Ballou, Member Services Supervisor, Risk Management Services  
Date: May 26, 2022  
Re: Town of Casco Workers' Compensation Proposal

Maine Municipal Association Risk Management Services is pleased to have this opportunity to participate in the quote process with the Town of Casco. The Town of Casco is a valued member of the Maine Municipal Association, and we are committed to providing you with continued superior service. Our proposal package includes a quote for your Town's Workers' Compensation as well as information about MMA Risk Management Services.

The Workers' Compensation Fund is a partnership organized to offer Maine Municipalities an alternative approach to meeting their statutory Workers' Compensation obligations. The major components of the Workers' Compensation Fund provide opportunities for cost savings by sharing a program with other members who have the same exposures combined with specifically designed loss prevention programs, efficient and effective claims management, and the potential for earning dividends through good loss experience.

Maine Municipalities have partnered with MMA Risk Management Services for more than forty years, in an effort to improve safety, control losses and to stabilize rates and future contributions. We are pleased with our coordinated efforts and the overwhelmingly successful results that we have accomplished. Together, through sound risk management we have stabilized contributions, and created a safety culture that we are all be proud of.

## **PROGRAM BENEFITS AND HIGHLIGHTS**

**Ownership also pays dividends.** As a member of the Workers' Compensation Fund, your entity has the ability to earn eligibility to receive **dividend distributions**. Please note that dividends are not guaranteed from year to year and their award depends not only on the claims experience of the individual member but also on the overall claims experience of the Fund.

The MMA Workers' Compensation Fund is excited to promote the new **Workers' Compensation Safety Incentive Program (WCSIP)**. The WCSIP is voluntary and provides members with the opportunity to earn up to 10% in contribution credits by improving workplace safety.

Ultimately, the Program is designed to help you to control your costs by improving your loss experience and minimize workplace disruptions.

**On-Line Safety Training:** an internet based system of interactive training courses are available to member employees on a twenty-four hour, seven day a week basis, at no charge.

**Safety Enhancement Grants:** Enhancement Grants are awarded in May and October each year on a 2:1 match basis. Members are eligible for up to \$2,000 per application.

**Safety Training Scholarships:** Are awarded year-round with Individual awards up to \$500. No individual may receive more than two awards in a calendar year. The scholarships cover reasonable expenses, registration costs, textbooks/study materials, travel, lodging and meals. The maximum amount of any special group award is \$2000. A member may receive a maximum of \$3000 for Individual and Group awards in any one calendar year.

## **MANAGEMENT**

The Executive Committee of the Maine Municipal Association also serves as the Board of Trustees for the Workers' Compensation Fund. They have the responsibility for policy making and management of assets. Reserves and overall funding are established through regular reports from the Fund's consulting actuary. Funds are invested prudently and follow the state's guidelines for self-insurers. The Workers' Compensation Fund is in full compliance with all regulations that apply to group self-insurers.

MMA's Director of Risk Management Services is responsible for the day-to-day administration of the program. Risk Management Services staff, under the direction of Underwriting, Loss Control, and Claims Managers have excellent professional credentials and handle all risk management functions.

## **UNDERWRITING/MEMBER SERVICES**

Experienced underwriting staff Corina Steeves and Marcus Ballou handle all member transactions related to:

- Each member is assigned an underwriting contact to work with the member on an ongoing basis.
- Underwriting staff meets with members on-site at their convenience, including evening meetings.
- New business, renewal of coverage, changes to member payroll schedules, changes in exposures and coverage questions.

## **WORKERS' COMPENSATION CLAIMS TEAM**

Risk Management Claims Team members handle all claims and are specialists experienced in the operations of municipal government.

- Claims representatives make regular visits to members.

- Claims representatives conduct on-site claims reviews at the convenience of members.
- On-line claim reporting allows a prompt response by claims staff.
- Active claim management is practiced.
- Regular contact with the member keeps all parties informed of progress.
- Quarterly Loss Runs available upon request.

## **LOSS CONTROL TEAM**

Risk Management Loss Control Consultants provides all loss prevention services to members.

- Experienced Loss Control Consultants, who specialize in municipal hazards, deliver service to assigned members.
- Loss control services are collaborative efforts between MMA and the member to enhance the member's management of risk.
- No additional charge is made for loss control services.
- On-site and regional training in specialty topics is delivered by Loss Control Consultants.
- On-Line Safety Training, an Internet based system of basic interactive training courses, is available to member employees on a twenty-four hour, seven day a week basis, at no charge.
- Safety Enhancement Grants and Safety Training Scholarship programs:  
Grants are awarded in May and October each year on a 2:1 match basis. Members are eligible for up to \$2,000 per application. Scholarships are awarded year-round with a \$3,000 calendar year limit.
- Physical surveys are conducted for members, including an assessment of physical conditions, safe work procedures, and effectiveness of current safety efforts.
- Staff is available to assist with safety program development, provide resources and consult on loss control issues.

The Staff of Risk Management Services is committed to supporting the Town of Casco in its effort to reduce losses through effective risk management practices and to providing professional risk management services. Thank you for providing MMA's Risk Management Services the opportunity to present the Town of Casco with this proposal. If you have any questions regarding the quotations, the coverage, or the services offered, please contact me at 1-800-590-5583 extension 2244.



Maine Municipal Association  
**RISK MANAGEMENT SERVICES**  
*Workers Compensation Fund*

60 Community Drive  
Augusta, ME 04330  
207-626-5583 / 800-590-5583  
FAX 207-624-0130

Town of Casco  
635 Meadow Rd  
Casco, ME 04015-3305

<b>Date:</b>	<b>05/26/2022</b>
<b>Member #:</b>	<b>05050</b>
<b>Certificate #:</b>	<b>Q05050WC2022-01</b>

<b>WORKERS COMPENSATION FUND</b>		
<b>CERTIFICATE PERIOD: 01/01/2022 to 01/01/2023</b>		
<b>ESTIMATED CONTRIBUTION CALCULATION - QUOTE</b>		
<b>Code</b>	<b>Description</b>	<b>Estimated Payroll</b>
7090	Harbormaster	15,000.00
7590	Garbage Works	200,215.00
7710	Firefighters-Paid	603,766.00
8742	Sales/Town Managers/Econ Dev	100,000.00
8810a	Office Employees (Clerical)	278,143.00
8831	Animal Control Officer	65,176.00
9015a	Janitors & Buildings NOC	45,802.00
9102	Parks & Recreation/Groundskeeping	77,827.00
9410a	Municipal Employees NOC	192,319.00
	<b>Total:</b>	<b>\$1,578,248.00</b>



Maine Municipal Association  
**RISK MANAGEMENT SERVICES**  
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<b>Date:</b>	<b>05/26/2022</b>
<b>Member #:</b>	<b>05050</b>
<b>Certificate #:</b>	<b>Q05050WC2022-01</b>

Estimated Manual Contribution Subject to Experience Rating		68,629.00
Experience Modification Rate	0.7500	
Total Contribution Adjusted by Experience Modification		51,472.00
Medical Deductible Credit		0.00
Indemnity Deductible Credit		0.00
Schedule Rate Plan Credit/Debit	-0.1700	-8,750.24
Standard Contribution After Credit/Debit		42,722.00
Loss Control Credit		0.00
Total Standard Contribution		42,722.00
Contribution Reduction	0.0960	4,101.31
Estimated Annual Contribution		38,621.00
Subject to a Minimum Contribution of		500.00
Total Estimated Contribution		38,621.00
WC Prorate Factor	1.0000	
<b>Total Estimated Prorate Contribution</b>		<b>\$38,621.00</b>



**WORKERS COMPENSATION TRUST**

**MMA Risk Management Services**

**MAINE PEOPLE WORKING FOR MAINE COMMUNITIES**

*Membership is the difference*

### **ADVANTAGES:**

- A Partnership of Maine Communities grouping together to fund The Workers Compensation Trust
- Public Entity risk management is what we do and all we do
- Specialized comprehensive coverage designed for Maine Communities
- Providing rate stability for our members

### **Loss Control:**

- Experienced, designated Loss Control Consultants
- MMA staff provides all services with no additional fees
- Partnering with you to provide inspections, training and consultation, specific to municipal exposures that prevent injuries and accidents and help you control your costs
- Safety Committee Assistance
- Safety grants and scholarships
- Online training and website resources
- Provide guidance establishing safety programs, policies and procedures

### **Claims Management:**

- In State claims handlers
- Online, fax or paper claims reporting
- Direct access to your assigned Claims Handler
- Claims review meetings are encouraged and available at your request/location

### **Member Services/Underwriting:**

- On-site visits at your convenience
- Direct access to your underwriter to answer coverage questions
- New and renewal application assistance
- Itemized breakdowns of contributions available
- We offer Transitional Return To Work and Preferred Provider assistance

*The Maine Municipal Association Workers Compensation Trust appreciates your participation.*

## Ed MacDonald

# Safety Enhancement Grant Program

### PURPOSE

MMA's Risk Management Services is committed to assisting its' Workers' Compensation Fund members in their safety efforts. The prevention of occupational injury and illness is in everyone's best interest. The primary purpose of the Safety Enhancement Grant is designed to fund equipment or items that reduce the risk of injury to workers and promote safe and healthy conditions in the workplace.

### ELIGIBILITY

Current Workers' Compensation Fund members are eligible to apply. The grants are awarded in the Spring and Fall of each year. To be eligible for the Spring grant period, your application is due *by close of business April 15<sup>th</sup>*. To be eligible for the Fall grant period, your application is due *by close of business September 15<sup>th</sup>*.

**Important Note:** *In order to support slip, trip and fall prevention, we are dedicating 70% of the spring grant funds to this effort. Requests that target slip, trip, and fall prevention will take priority. If a member has an employee injury exposure greater than slip, trip, and falls, based on their own claims experience for frequency and severity, that application will also be a priority.*

Grant request must be for single items or groups of related items. A few examples of single and related items grouped that do qualify:

#### Slip, Trip and Fall Prevention

- Slip-resistant flooring
- Outdoor slip resistant mats
- Heated Sidewalks
- Improved Lighting
- Ice Creepers

#### Related Items Grouped Examples

- Cones, Hi-Viz Vests, Stop/Slow Paddles (Traffic Control Equipment)
- Cold-water Immersion Suits, Throw Ropes, Life Vest (Cold-water Rescue)
- Body Harnesses & Lanyards (Fall Protection)

Items cannot be purchased until you are notified a grant has been awarded. Notification to each grant applicant on the disposition of their application will be sent no later than 30-days after that grant period closes. Projects that receive funding from other grant programs or funding sources are not eligible for this Safety Enhancement Grant.

### AWARDS

Members are eligible for a maximum award of \$3,000 per application. Total cost of the request amount must be a minimum of \$200. Only one application can be submitted per grant period per membership.

Items must be purchased by May 1<sup>st</sup> (Spring grant) or October 1<sup>st</sup> (Fall grant) of the following year. We reserve the right to review appropriate documentation of all expenses.



Maine Municipal Association  
RISK MANAGEMENT SERVICES



# The Ed MacDonald

## Safety Scholarship Program

### PURPOSE

MMA's Risk Management Services is committed to helping current Workers' Compensation Fund members provide the training necessary to implement safe work practices and build a solid risk management program. The Safety Scholarship Program provides assistance to members to enhance their safety or risk management skills.

### ELIGIBILITY

Only current members of the Workers' Compensation Fund are eligible to apply. Applications need to be received a minimum of twenty-five (25) days prior to the start of the training. Scholarships will be awarded for participation in safety workshops, risk management seminars or other related training programs.

#### Individual Scholarship Examples

- Safety & Health Conference
- Violence in the Workplace Seminar
- Harbor Masters Training

#### Group Scholarship Examples

- Confined Space Rescue Training
- EVOC for Fire & AVOC Ambulance
- Aircraft Emergency Response Training

Training aids and materials designed for instructing others do not fall under the scholarship guidelines but may be considered for a Safety Enhancement Grant.

### INDIVIDUAL SCHOLARSHIP AWARDS

Individual awards may not exceed \$500. No individual may receive more than two awards in a calendar year. The scholarships cover reasonable expenses, registration costs, textbooks/study materials, travel, lodging and meals. Wages, overtime pay, shift differential, etc. are not eligible. When four (4) or more individuals are attending the same training, one application may be submitted with a list of each individual name that will be attending. Scholarships are granted throughout the year.

### "SPECIAL" or "REGIONAL" GROUP AWARDS

Group scholarship awards will be made for on-site classroom training. Applications will be considered for training that address area or regional needs, provides specialized topics, advanced training, is unavailable at the local level or will train trainers to return to their employers to train others.

When on-site group training is available to a member at no cost for instruction, scholarship applications will be accepted to cover the cost of the educational materials including, but not limited to classroom books.

Scholarships will not be awarded for a member's usual annual training, free training programs, training provided by a member's own staff, or for training costs that may be reimbursed by another source. General guidelines that apply to the individual scholarship grants also apply to group awards.

The maximum amount of any special group award is \$2000. A member may receive a maximum of \$3000 for Individual and Group awards in any one calendar year. We reserve the right to review appropriate documentation of all expenses.

Each application received is reviewed on its own merits and awards are contingent on available funds.

*Please see reverse side for Application Instructions*

PARTNERSHIP | SERVICE | PERFORMANCE



# MMA Property & Casualty Pool Risk Reduction Grant Program

## PURPOSE

MMA's Risk Management Services Property & Casualty Pool (P&C Pool) is a member-driven program for the provision of affordably tailored insurance coverages for Maine public entities. The Risk Reduction Grant has been established to assist members in reducing specific risk exposures and to assist our members in their efforts of applying effective risk management and loss control techniques for exposures specific to property and casualty.

## ELIGIBILITY & SUBMISSIONS

Members who have been in the Property & Casualty Pool for one year are eligible for this grant program. Those members must be an active member of the P&C Pool at the time grant funds are disbursed, and must remain a member until the expiration date of the policy. Risk Reduction grants will be awarded annually in October.

Applications must be received by close of business on September 15<sup>th</sup> (this program does not allow submission extensions). Please note that only one grant submission is allowed per year and grant submissions will not be reviewed until after the September 15<sup>th</sup> deadline.

Examples of Eligible Grant Items	
Backup and side cameras	Wing plow position indicator lasers
Backing proximity alarms	Lightning Protection Systems
Sewer Line Inspection Cameras	Water alarms / shutoffs
Generators	Computer surge suppressor / UPS
Security / Emergency Lighting	Protective Jersey barriers or Bollards

*Projects that receive funding from other grant programs or funding sources are not eligible for a Risk Reduction Grant.*

## AWARDS

Items cannot be purchased until the grant has been awarded. Approved grant submissions are eligible to be awarded 100% of the cost, up to a \$3,000 maximum and must be purchased by October 1<sup>st</sup> of the following year. The grant will be paid upon receipt and review of appropriate evidence of expenditures for the specific grant purpose. We reserve the right to review appropriate documentation of all expenses.

## EVALUATION CRITERIA

The grant submission must present an approach to provide a solution or assist with the effort of applying effective risk management and loss reduction techniques. The impact of the grant must be identifiable, measurable, have a positive benefit and demonstrate a proactive approach to mitigate property and/or liability losses. Grant requests must be accompanied by supporting data and are contingent on the availability of funds.

The plan of action must have a high probability of assisting or reducing the exposure(s). Statistics or other available data demonstrating the severity or extent of the exposure(s) being addressed will enhance the possibility of receiving the grant. The Property & Casualty Pool reserves the right to approve, modify or reject any or all grant submissions.



Maine Municipal Association  
**RISK MANAGEMENT SERVICES**

# Online University & Safety Management System

Maine Municipal Association is committed to providing participants in our Workers' Compensation Fund and/or Property & Casualty Pool the highest quality educational experience. This training is provided at no cost to you, as a value added service.

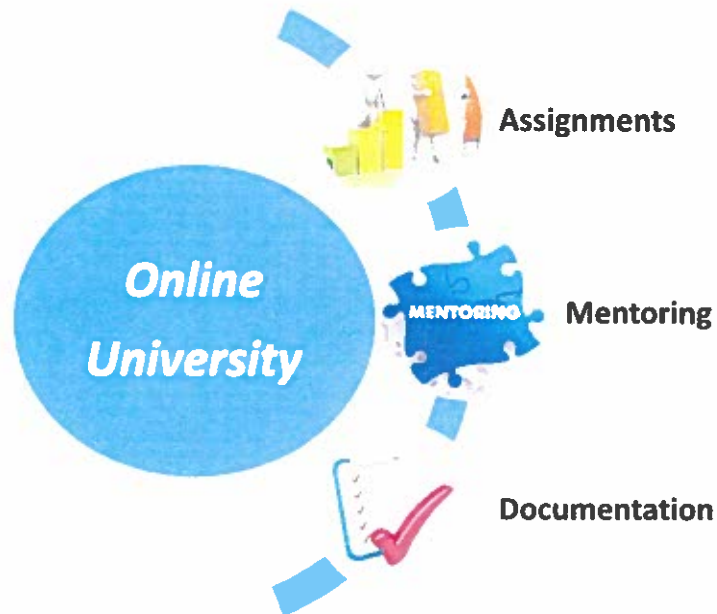
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***Our website features online safety, health and human relations courses specific to governmental operations***

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Offered **FREE** to members of Workers' Compensation Fund and Property & Casualty Pool, the **Online University** allows members the ability to educate employees on critical safety and health and liability topics while documenting training records and certifications.

We are pleased to introduce you to these powerful new developments in the administrative function of the **Online University**.



## **New Management Tools include:**

- The ability to organize training by Departments and assign courses with due dates via an email format.
- Ability to setup multi-level administrators or supervisory groups with individualized access.
- Courses can be taken by an individual or in a group setting.
- Custom Member content courses can be developed and visible to only you.
- Ability to track live on-site trainings.
- Upload 90 uniquely named Operating Procedures (Policies) with an automatic acknowledgement statement.
- Up to 6 city-wide personnel policies can be uploaded.
- Policies and SOPs can be assigned just like the training modules and will be linked to the training reports.
- Policies and SOPs are only visible to member employees.

*If you would like to be set up or explore these new features, please contact us by phone, 1-800-590-5583, or e-mail: ([rmslosscontrol@memun.org](mailto:rmslosscontrol@memun.org))*

[www.memun.org](http://www.memun.org)

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**PARTNERSHIP**



**SERVICE**



**PERFORMANCE**

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Maine Municipal Association  
**RISK MANAGEMENT SERVICES**

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# **Workers' Compensation Fund Safety Incentive Program**





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## Program Introduction

Maine Municipal Association Risk Management Services has designed a program to work in partnership with our Workers' Compensation Fund members to improve workplace safety and the member's workers' compensation experience. The goals of this program are to:

- Reduce the incidence of injury and illness throughout the operations
- Improve overall safety in the work environment
- Maintain lines of communication with all employees
- Protect members assets
- Promote a self-sustaining safety culture
- Utilize best practices claim management
- Provide financial incentives which reward our partnership toward safety

Participation in the program will be on a voluntary basis and eligible credits will be applied effective January 1, 2021. These credits will only be added at the next renewal (no mid-term adjustments will be made). Each member must elect to be part of the program on or before April 1 and provide all completed documentation by September 1. The Risk Management Services team will work with the member to help achieve its safety goals.

Each qualifying member may receive an incentive credit up to 10%. The program is tiered into three levels based on documented performance. The tiers and associated credits are:

Tier I.....	5%
Tier II.....	7.5%
Tier III.....	10%

The application of a tier credit will not reduce the annual contribution below the minimum contribution level. However, for those members affected by the minimum contribution level (currently \$500 or less) they will receive additional consideration as part of a safety enhancement grant application.

### IMPORTANT DATES

7/1 .....Member Acknowledgment Form due.

8/1 .....Resolve Form due (Only for 1st Year in the Program)

9/1 .....Verification Data Form due

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## Program Overview

### Step 1. – Complete the Acknowledgment Form – Due on or before July 1

The [MEMBER ACKNOWLEDGMENT FORM](#) confirms your interest in participating in the program. The form must be completed and returned to [WCSIP@memun.org](mailto:WCSIP@memun.org) on or before April 1 in order to allow risk management services to assist with program qualifications. This form is only required in the member's first year of participation.

### Step 2. – Pass a Resolve – Due on or before August 1

Your governing board must pass a resolve electing to participate in this voluntary program. The [RESOLVE](#) is a critical document that sets the tone for your safety program. It lets all employees know that management has set the safety and health of your organization's workers as a top priority.

Leadership's commitment provides the motivating force and the resources for organizing and controlling all activities within an organization. In an effective safety program, management regards worker safety and health and the protection of property and the public as a fundamental value of the organization.

A copy of this resolution must be sent to [WCSIP@memun.org](mailto:WCSIP@memun.org). This Resolve should be received on or before September 1 of the year prior to joining the WCSIP and it is only required in the member's first year of participation in the program.

### Step 3. – Verification Data Form – Due on or before September 1

The program is tiered into three levels based on documented performance. These tier levels are progressive in nature and to advance to the next tier level a member must comply with all components of prior tier levels. The [Verification Data Form](#) is used to document the member's tier level qualifications.

A member may submit a new Verification Data Form at any time during the policy year prior to September 1 seeking to enter the program or advance to a higher tier level. Tier levels changes will only take place at the next renewal. For example, a member who is in Tier II may submit a Verification Data Form on any date prior to September 1 indicating that they now meet all the criterion for Tier III. Upon approval of the information received, the change from Tier II to Tier III will take place at the next renewal on January 1.

The Verification Data Form needs to be submitted on or before the September 1 deadline in order to support the tier assignment. Submissions received after the deadline will not be considered until the following year. This form should help you to better understand your current tier placement and provide you with guidance on how to advance to the next tier. Verification of this information will be completed by MMA Risk Management Services.

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The following are the programs tiering criteria:

Item	Criterion Tier I
A.	The completed Resolve Form has been submitted to MMA
B.	Meets the required State of Maine Department of Labor (MDOL) <a href="#">compliance directives</a>
C.	Agrees to <b>respond</b> within 30-days to Corrective Action Recommendations
D.	A <a href="#">Personal Protective Equipment</a> (PPE) safety plan is implemented for all required departments
E.	Safety policies are reviewed and documented annually
F.	Key people have been assigned safety responsibilities
G.	A process to communicate safety concerns to all employees is in place
H.	Leadership is aware of and reviews accidents

Item	Criterion Tier II
A.	A <a href="#">slip, trip and fall</a> safety policy is in place
B.	A <a href="#">lifting and back</a> safety policy is in place
C.	An <a href="#">office ergonomics</a> safety policy is in place
D.	A <a href="#">safety committee</a> holds meetings at least quarterly and minutes are documented
E.	<a href="#">Incident reviews</a> (i.e. accidents, near misses) are conducted to find root cause(s) of reported occurrences
F.	<a href="#">Facility self-inspection</a> are completed annually and documented
G.	<a href="#">Preferred providers</a> are used

**SPECIAL NOTE:** The preferred provider list is a useful tool, but not meant to be restrictive. Other options may be available to you. For more information contact Sherry Gaudet at [sgaudet@memun.org](mailto:sgaudet@memun.org).

Item	Criterion Tier III
A.	Employee training is documented
B.	A <b>written</b> <a href="#">incident review</a> policy is in place
C.	A wellness program or similar alternative is offered to employees
D.	A <a href="#">return-to-work</a> policy (light-duty) for all departments is in place
E.	Leadership attends/participates in <a href="#">Safety Committee</a> meetings, trainings and other safety events

**Special Note:** If a member chooses to withdraw from participation in the program or is non-compliant with any of the tiering criterion then program credit will be removed or amended at the next renewal. Non-compliance means the member no longer meets all of the required tier criteria and they will be placed in the highest qualifying tier or removed from the program.



**MAINE MUNICIPAL ASSOCIATION**  
**Workers' Compensation Fund Members**  
*Current Members (582) as of 05/26/2022*

Town of Abbot	Town of Beaver Cove	Town of Byron	Town of Dedham
Acadia Disposal District	Town of Beddington	Calais School Dept	Town of Deer Isle
Town of Acton	City of Belfast	Town of Cambridge	Town of Denmark
Town of Addison	Belfast Water District	Town of Canaan	Town of Dennysville
Town of Albion	Town of Belgrade	Town of Canton	Town of Detroit
Town of Alexander	Town of Belmont	Town of Cape Elizabeth	Town of Dexter
Town of Alfred	Town of Benton	Town of Caratunk	Town of Dixfield
Alfred Water District	Town of Berwick	City of Caribou	Town of Dixmont
Town of Alna	Berwick Sewer District	Caribou Utilities District	Town of Dresden
Town of Alton	Town of Bethel	Town of Carmel	Drew Plantation
Town of Amherst	City of Biddeford	Town of Carrabassett Valley	Town of Durham
Town of Amity	Town of Bingham	Carrabassett Valley Sanitary District	Town of Eagle Lake
Town of Andover	Town of Blaine	Carroll Plantation	Eagle Lake Water & Sewer District
Androscoggin County	Town of Boothbay	Town of Carthage	Town of East Machias
Androscoggin Valley COG	Town of Boothbay Harbor	Town of Castine	Town of East Millinocket
Town of Anson	Boothbay Harbor Sewer District	Central Penobscot Solid Waste	Town of Eastbrook
Anson Madison Water District	Boothbay Region Refuse Disposal District	Town of Charleston	Town of Easton
Town of Appleton	Boothbay Region Water District	Town of Charlotte	Town of Eddington
Aroostook County Commissioners	Town of Bowdoin	Town of Chebeague Island	Town of Edgecomb
Aroostook Valley Solid Waste Disposal	Bowdoinham Water District	Town of Chelsea	Town of Edinburg
Aroostook Waste Solutions	Town of Bowerbank	Town of Cherryfield	Town of Eliot
Town of Arrowsic	Town of Bradford	Town of Chester	City of Ellsworth
Town of Arundel	Town of Bradley	Town of Chesterville	Town of Embden
Town of Ashland	Town of Bremen	Town of China	Town of Enfield
Ashland Water & Sewer District	City of Brewer	Town of Clifton	Town of Etna
Town of Athens	Brewer Housing Authority	Town of Clinton	Town of Eustis
Auburn Housing Authority	Brewer School Department	Clinton Water District	Town of Exeter
Auburn Sewerage District	Town of Bridgewater	Town of Columbia	Town of Fairfield
Auburn Water District	Town of Bridgton	Town of Columbia Falls	Town of Falmouth
City of Augusta	Brighton Plantation	Town of Cooper	Town of Farmingdale
Augusta Housing Authority	Town of Bristol	Coplin Plantation	Town of Farmington
Augusta School Dept	Bristol-South Bristol Transfer Facility	Town of Corinna	Town of Fayette
Town of Aurora	Town of Brooks	Corinna Sewer District	Fort Fairfield Housing Authority
Town of Avon	Town of Brownfield	Town of Corinth	Town of Fort Kent
Town of Baileyville	Town of Brownville	County of Cumberland	Town of Frankfort
Town of Baldwin	Town of Brunswick	Town of Crawford	Town of Franklin
Bangor Water District	Brunswick School Dept	Town of Crystal	Franklin County Commissioners
Town of Bar Harbor	Brunswick Sewer District	Town of Cumberland	Town of Freedom
City of Bath	Town of Buckfield	Town of Cushing	Town of Freeport
Bath Housing Authority	Town of Bucksport	Town of Cutler	Freeport Economic Dev. Corp.
Bath Water District	Town of Burlington	Cyr Plantation	Freeport Sewer District
Bayville Village Corporation	Town of Burnham	Dallas Plantation	Town of Frenchboro
Town of Beals	Town of Buxton	Town of Damariscotta	Town of Frenchville
		Town of Danforth	
		Town of Deblois	



# MAINE MUNICIPAL ASSOCIATION

## Workers' Compensation Fund Members

*Current Members (582) as of 05/26/2022*

Town of Friendship	Hermon Volunteer Rescue Squad	Town of Limestone	Town of Medway
Town of Fryeburg	Town of Hersey	Limestone Water & Sewer District	Town of Mexico
Fryeburg Rescue Association	Town of Hiram	Town of Lincoln	Mexico Water District
City of Gardiner	Town of Hodgdon	Lincoln County Commissioners	Mid Coast Solid Waste Corporation
Garfield Plantation	Holbrook Joint Recreation	Lincoln Plantation	Mid-Maine Solid Waste Association Inc
Town of Garland	Town of Holden	Lincoln Sagadahoc Multicounty Jail	Midcoast Council of Governments
Town of Georgetown	Town of Hollis	Lincoln Sanitary District	Midcoast Regional Redevelopment
Town of Glenburn	Town of Hope	Lincoln Water District	Town of Milbridge
Glenwood Plantation	Town of Houlton	Town of Lincolnville	Town of Milford
Town of Gorham	Houlton Water District	Town of Linneus	Town of Millinocket
Gorham School Dept	Town of Howland	Town of Litchfield	Town of Milo
Town of Gouldsboro	Town of Hudson	Town of Littleton	Milo Water District
Town of Grand Isle	Town of Industry	Town of Livermore	Town of Minot
Grand Lake Stream Plantation	Town of Island Falls	Town of Livermore Falls	Monhegan Plantation
Town of Gray	Town of Islesboro	Town of Long Island	Monhegan Plantation Power District
Town of Great Pond	Town of Jackman	Town of Lovell	Town of Monmouth
Great Salt Bay Sanitary & Water District	Town of Jackson	Town of Lowell	Town of Monroe
Greater Augusta Utility District	Town of Jay	Town of Lubec	Town of Monson
Greater Portland COG	Town of Jefferson	Lubec Water & Electric District	Monson Utilities District
Town of Greenbush	Town of Jonesboro	Lucerne-in-Maine Village Corporation	Town of Monticello
Town of Greenville	Town of Kenduskeag	Town of Ludlow	Town of Montville
Town of Greenwood	Kennebec County Commissioners	Town of Machias	Town of Moose River
Town of Guilford	Kennebec Regional Development	Town of Machiasport	Moro Plantation
Guilford-Sangerville Sanitary District	Kennebec Sanitary Treatment District	Macwahoc Plantation	Town of Moscow
Guilford-Sangerville Water District	Kennebec Valley CAP	Town of Madison	Town of Mount Chase
City of Hallowell	Kennebec Valley Reg. Waste Corp	Maine Municipal Bond Bank	Town of Mount Desert
Town of Hamlin	Kennebec Water District	Town of Manchester	Mount Desert Water District
Town of Hammond	Town of Kennebunk	Manchester Sanitary District	Town of Mount Vernon
Town of Hampden	Town of Kennebunkport	Town of Mapleton- Castle Hill-Chapman	Municipal Review Committee Inc
Hampden Water District	Town of Kingfield	Town of Mariaville	Town of Naples
Town of Hancock	Kingfield Water District	Marion Transfer Station Inc	Nashville Plantation
Hancock County Commissioners	Kingsbury Plantation	Town of Mars Hill	Town of New Canada
Hancock County Planning Commission	Town of Kittery	Mars Hill Utility District	Town of New Gloucester
Town of Hanover	Kittery Water District	Town of Marshfield	Town of New Limerick
Town of Harmony	Town of Knox	Matinicus Isle Plantation	Town of New Portland
Town of Harpswell	Knox County Commissioners	Town of Mattawamkeag	Town of New Sharon
Town of Harrison	Lake George Corporation	Town of Maxfield	Town of New Sweden
Harrison Water District	Town of Lakeville	Town of Mechanic Falls	Town of New Vineyard
Town of Hartford	Town of Lamoine	Mechanic Falls Sanitary District	Town of Newburgh
Town of Haynesville	Town of Leeds	Town of Meddybemps	Town of Newcastle
Town of Hermon	Town of Levant	Town of Medford	
	Town of Liberty		
	Town of Limerick		



# MAINE MUNICIPAL ASSOCIATION

## Workers' Compensation Fund Members

*Current Members (582) as of 05/26/2022*

Town of Newry	Town of Penobscot	RSU 78 - Rangeley Lakes	South Portland Housing
Town of Nobleboro	Penobscot County	Regional School	Authority
Town of Norridgewock	Commissioners	Town of Rumford	Town of South Thomaston
Town of North Berwick	Penquis Solid Waste	Rumford Water District	Southern Maine Plan & Dev
Town of North Haven	Corporation	Town of Sabattus	Comm.
Town of North Yarmouth	Town of Perham	Sabattus Sanitary District	Town of Southport
Northern Katahdin Valley	Town of Perry	City of Saco	Town of Southwest Harbor
Waste Disp.	Town of Phillips	Sagadahoc County	Southwest Harbor
Northern Oxford Regional	Town of Phippsburg	Commissioners	Water/Sewer Dist.
Solid Waste	Piscataquis County	Town of Saint Agatha	Town of Springfield
Town of Northfield	Commissioners	Town of Saint Albans	Town of Stacyville
Town of Northport	Town of Pittsfield	Town of Saint Francis	Town of Standish
Northport Village Corporation	Town of Pittston	Town of Saint George	Town of Starks
Town of Norway	Pleasant Point Housing	Saint John Plantation	Town of Stetson
Norway Water District	Authority	City of Sanford	Town of Steuben
Norway-Paris Solid Waste	Pleasant River Solid Waste	Sanford Housing Authority	Town of Stockholm
Inc	Disposal	Sanford Sewerage District	Town of Stockton Springs
Town of Oakland	Town of Plymouth	Sanford Water District	Town of Stoneham
Town of Old Orchard Beach	Town of Poland	Sanford-Springvale Dev.	Town of Stonington
City of Old Town	Town of Portage Lake	Corp.	Stonington Water Company
Old Town Housing Authority	Portland Public Schools	Town of Sangerville	Town of Stow
Old Town Water District	Portland Water District	Town of Scarborough	Town of Strong
Town of Orient	Town of Pownal	Scarborough Economic Dev.	Town of Sullivan
Town of Orland	City of Presque Isle	Corp.	Town of Sumner
Town of Orono	Presque Isle Industrial	Town of Searsmont	Town of Surry
Orono-Veazie Water District	Council	Town of Searsport	Town of Swanville
Town of Orrington	Presque Isle Utilities District	Searsport Water District	Town of Temple
Orrington School Dept	Town of Princeton	Town of Sebago	Tenants Harbor Water
Town of Osborn	Princeton Water District	Town of Sebec	District
Town of Otis	Town of Prospect	Seboeis Plantation	The Forks Plantation
Town of Otisfield	Town of Randolph	Town of Sedgwick	The Old Bath Customs
Town of Owls Head	Town of Rangeley	Town of Shapleigh	House, Inc.
Owls Head, So. Thomaston &	Rangeley Water District	Town of Sherman	Town of Thomaston
Thomaston SW	Town of Readfield	Town of Shirley	Town of Thorndike
Town of Oxford	Reed Plantation	Town of Sidney	Town of Topsfield
Oxford County	Town of Richmond	Town of Smithfield	Town of Topsham
Town of Palermo	Richmond Utilities District	Town of Smyrna	Topsham Sewer District
Town of Palmyra	Town of Ripley	Town of Solon	Town of Tremont
Town of Paris	Town of Robbinston	Solon Water District	Town of Trenton
Town of Parkman	City of Rockland	Somerset County	Tri-County Solid Waste
Town of Parsonsfield	Town of Rockport	Commissioners	Management
Town of Passadumkeag	Town of Rome	Town of Somerville	Town of Troy
Passamaquoddy Water	Town of Roque Bluffs	Town of Sorrento	Town of Turner
District	Town of Roxbury	Town of South Berwick	Town of Union
Town of Patten	RSU 12	South Berwick Sewer District	Town of Unity
Town of Pembroke	RSU 16	South Berwick Water District	Town of Upton
Pembroke School	RSU 34	Town of South Bristol	Valley Recycling Facility Inc
Department	RSU 39	City of South Portland	Town of Van Buren



**MAINE MUNICIPAL ASSOCIATION**  
**Workers' Compensation Fund Members**  
*Current Members (582) as of 05/26/2022*

Van Buren Housing Authority	Town of Westport Island
Van Buren Light & Power	Town of Whitefield
Van Buren Water District	Town of Whiting
Town of Vassalboro	Town of Whitneyville
Town of Veazie	Town of Willimantic
Veazie Sewer District	Town of Wilton
Town of Verona Island	Town of Windham
Town of Vienna	Town of Windsor
Town of Vinalhaven	Town of Winn
Town of Waldo	Town of Winslow
Waldo County Commissioners	Town of Winter Harbor
Town of Waldoboro	Winter Harbor Utilities District
Waldoboro Utility District	Town of Winterport
Town of Wales	Winterville Plantation
Town of Wallagrass	Town of Winthrop
Town of Warren	Winthrop Utilities District
Warren Sanitary District	Town of Wiscasset
Town of Washburn	Wiscasset Water District
Washburn Water and Sewer District	Town of Woodland
Town of Washington	Town of Woodstock
Washington County Commissioners	Town of Woodville
Town of Waterboro	Town of Woolwich
Town of Waterford	Town of Yarmouth
City of Waterville	Yarmouth School Department
Waterville Housing Authority	Yarmouth Water District
Town of Wayne	Town of York
Webster Plantation	York County Commissioners
Town of Weld	York School Department
Town of Wellington	York Sewer District
Town of Wells	
Wells Emergency Medical Services	
Wells Reserve	
Wells Sanitary District	
Town of Wesley	
Town of West Bath	
West Forks Plantation	
Town of West Gardiner	
Town of West Paris	
West Paris Water District	
City of Westbrook	
Town of Westfield	
Town of Westmanland	
Town of Weston	

## **A. ATTACHMENTS**

- **How To Enroll**
- **Indemnity Agreement**

## **MAINE MUNICIPAL ASSOCIATION WORKERS' COMPENSATION FUND**

### **INDEMNITY AGREEMENT**

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_, by and between the \_\_\_\_\_ and all the parties who execute this Agreement or the same or similar Agreement and are now or may hereafter become Members of the Maine Municipal Association Workers' Compensation Fund (hereinafter referred to as "Members"), acting by and through their Trustee.

#### **WITNESSETH**

WHEREAS, certain municipalities and other public entities applied in 1978 to the Maine Workers' Compensation Commission, hereinafter referred to as the "Commission", for authority to pool their liabilities pursuant to the terms of 39-A MRSA Sec 403; and

WHEREAS, the said Members have, pursuant to the above section, formed such a fund to be known as the Maine Municipal Association Workers' Compensation Fund, hereinafter referred to as the "Compensation Fund"; and

WHEREAS, the Commission, upon petition of the Compensation Fund approved the application subject to the following conditions:

(1) That the Fund shall post any bonds or securities required by the chairman of the Commission and the Bureau of Insurance to secure the performance of any awards which might be made against the Compensation Fund or any Members thereof. The Trustees shall, from time to time, be entitled to receive all interest accruing on any negotiable securities posted, provided that the Compensation Fund is not in default in payment of compensation benefits or of any assessment levied by the Commission.

(2) That the Members of the Compensation Fund execute a covenant, or agreement whereby, in addition to the collateral above mentioned, the Compensation Fund and its Members will jointly and severally covenant to assume and discharge, by payment, any lawful awards entered by the Commission against any Member of the group, which awards shall have been sustained by the courts where an appeal by either party is taken.

(3) That the Members of the Compensation Fund execute a covenant or agreement whereby the Fund and each Member thereof will jointly and severally covenant and agree to pay premiums and assessments, based upon appropriate classifications and rates, into a designated cash reserve fund out of which lawful and proper claims and awards are to be paid, and further that the group will jointly and severally covenant and agree there will be no disbursement out of this fund by way of dividends or distribution of accumulated reserves to the respective Members, except at the discretion of the Trustees after application to and approval by the Commission; and

WHEREAS, the Members, through their designated Trustee, elected to comply with said conditions and become self-insurers, and to execute the other covenants required; and

WHEREAS, the Members designated the Maine Municipal Association as the Trustee, to maintain and direct the affairs of the Compensation Fund for the benefit of the Members and to pass on the admissibility of future Members with the powers and duties hereinafter conferred upon the Trustee; and

WHEREAS, the Maine Municipal Association has declared itself as Trustee of the Compensation Fund acting by and through its Executive Committee;

NOW THEREFORE, for and in consideration of the mutual covenants, promises and obligations herein contained, which are given to and accepted by each Member who executes this or a similar Agreement hereof to the other, the Members jointly and severally stipulate and agree as follows:

## **ARTICLE I**

### **ACCEPTANCE OF COVENANTS**

(1) The Members, through the Trustee, hereby agree to file with the Commission a surety bond in the amount specified by the Chairman of the Commission and the Bureau of Insurance to secure performance by the Compensation Fund of payment of all lawful awards made by the Commission against any Member or Members, predicated on a claim or claims by an employee or employees of any Member, arising out of and in the course of such claimant's employment and which awards shall have been sustained by the courts where an appeal by either party is taken: and upon condition that said Member through which claim originates shall not have resigned from or been expelled from the Fund pursuant to the rules and regulations of the Fund.

(2) The Members jointly and severally covenant and agree to assume and discharge, by payment, any lawful awards entered by the Commission against any Member of the group, and any lawful award against or obligation of the Fund which it may become legally obligated to pay, which award or obligation shall have been sustained by the courts where an appeal by either party is taken.

(3) The Members jointly and severally covenant and agree to pay the necessary premiums and assessments, based upon appropriate classifications and rates, into a designated cash reserve fund out of which lawful and proper awards and claims are to be paid, and that there will be no disbursement out of the designated cash reserve fund by way of dividends or distribution of accumulated reserves to the Members, except at the discretion of and direction by the Trustee and after application to and approval by the Bureau of Insurance.

(4) The Members intend this agreement to be a mutual covenant of assumption and not a partnership, but should any court of competent jurisdiction construe same to be a partnership, then it is the intention of the parties that such partnership be limited in scope to the uses for which this contract is executed and no other.

## **ARTICLE II**

### **DEFINITIONS**

(1) Fund Administrator shall mean the Executive Director of the Maine Municipal Association.

(2) Service Agent shall mean an individual or business entity appointed by the Trustee to provide administrative, processing or other services to the Fund.

(3) Member shall mean a political subdivision as defined in 14 MRSA Sec 8102(3), and such other quasi-municipal entities as the Trustee may permit acting as an employer within the meaning of the Maine Workers' Compensation Act, and which meets the qualifications for membership as established by this Agreement, the Declaration of Trust, and which has been accepted for participation in the Fund and executed this Agreement.

(4) Trustee shall mean the Maine Municipal Association acting by and through its Executive Committee.

(5) Commission shall mean the Workers' Compensation Commission of the State of Maine.

(6) Declaration of Trust shall mean the Maine Municipal Association Workers' Compensation Fund Declaration of Trust dated February 25, 1988 and as it may be amended from time to time.

(7) Bureau of Insurance shall mean the Bureau of Insurance of the Maine Department of Professional and Financial Regulations.

(8) Compensation Fund shall mean the Maine Municipal Association Workers' Compensation Fund as established by this Indemnity Agreement.

### **ARTICLE III**

#### **POWERS AND DUTIES OF THE TRUSTEE**

(1) The undersigned Member ratifies and confirms the designation of the Maine Municipal Association acting by and through its Executive Committee as the Trustee for the Compensation Fund authorized to direct its affairs and to perform all acts necessary to accomplish the purposes and objectives of the Compensation Fund and this Agreement, in accordance with state law, applicable regulations of the Bureau of Insurance, and the Declaration of Trust as defined herein and which is hereby incorporated by reference in its entirety.

(2) That subject to the approval of the Bureau of Insurance, the Trustee may promulgate, adopt, operate and enforce administrative rules, regulations and/or bylaws for the administration and operation of the Compensation Fund. The Members agree to abide by any such rules, regulations or bylaws adopted by the Trustee. The Trustee may adopt, amend, change, or repeal such rules, regulations, or bylaws from time to time as they deem necessary.

(3) The Trustee is authorized to perform all other functions and exercise all other authority otherwise granted herein or necessary or desirable to carry out the purposes of this Agreement or the specific powers granted herein.

### **ARTICLE IV**

#### **ADMINISTRATION**

(1) The Members ratify and confirm the designation of the Executive Director of the Maine Municipal Association as the Fund Administrator with the authority to perform all necessary functions to administer and operate the Compensation Fund as directed by the Trustee.

(2) The Trustee is authorized to establish all necessary premiums, charges and assessments as authorized herein and as necessary for the proper operation and administration of the Compensation Fund.

(3) The Members ratify and confirm the appointment of any Service Agent by the Trustee. The Service Agent will pay all approved items of expense as directed by the Trustee and/or the Fund Administrator, and give a monthly account of all monies so handled. For handling the administrative and servicing functions, the Service Agent shall receive a fee which shall be in consideration of all services and expenses contracted for with the Compensation Fund, which services or expenses may include the collecting, disbursing, and accounting for monies collected, counseling with Members as to safety hazard, claims handling and investigation, and providing for excess insurance coverage. The Service Agent's books and records are to be open to inspection by the Bureau of Insurance and by the Trustee or their agents at all reasonable times.

(4) The Fund Administrator or his designee shall deposit to the account of the Trustee, at any bank or banks designated by the Trustee, all premiums as and when collected, and said monies shall be disbursed only as provided by this Agreement and (a) the rules, regulations and bylaws of the Trustee, (b) the Agreement between the Trustee and the Service Agent, (c) the rules and regulations of the Bureau of Insurance pertaining to group self-insurers and (d) the Declaration of Trust.

(5) The Trustee is authorized and directed to take all reasonable precaution to protect the Members from losses and shall provide for excess insurance coverage designed to protect said Members

against excess losses. The contracts for coverage shall be governed by the rules and regulations of the Bureau of Insurance.

(6) If the assets of the Compensation Fund are at any time actuarially determined to be insufficient to enable the Compensation Fund to discharge its legal liabilities and other obligations and to maintain actuarially sound reserves, the Trustee may in its discretion make up the deficiency by the levy of a pro-rated assessment upon Members for the amount needed to make up the deficiency. The Members shall be given 30 days notice of any assessment due.

Any Member failing to make the payment required when due shall, following written notice, be immediately suspended from membership and the Member's coverage and benefits hereunder shall immediately cease. If the Member shall subsequently submit the payment, the Trustee may, in its discretion, reinstitute such membership. Each Member covenants and agrees to make payment of a pro-rated deficiency assessment for any fund year, or part thereof, that the Member participated in the Compensation Fund, whether or not still a Member in good standing.

(7) The Members hereby agree that the Trustee may admit as Members any acceptable and financially sound public entities of the State of Maine, which qualify to be a Member as defined herein, and that, subject to the approval of the Bureau of Insurance, the Trustee shall be the sole judge of whether or not an applying entity shall be admitted to membership. All Members of the Fund further agree that a Member may be expelled from the Compensation Fund for good cause after thirty (30) days notice has been given to the employer and the Commission and that no liability shall accrue to the Compensation Fund or its Members for any injury to an employee of an expelled Member occurring after the expiration of the thirty (30) days notice as provided above.

(8) Rules and regulations for administration and for the admission and expulsion of Members shall be promulgated by the Trustee. In addition, the Members agree to abide by the following rules and regulations:

- (a) The Member agrees to follow the safety recommendations of the Trustee, the Fund Administrator and the Service Agent in order to give its employees the maximum in safe and sanitary working conditions, and to promote the general welfare of its employees. In the event of disagreement as to the implementation of any recommendation, any party may appeal to the Trustee whose decision is final.
- (b) In the event of an accident or reported claim, the Member agrees to make immediate provision for remedial care for its employees, and to give immediate notification of said accident to the Service Agent on the prescribed forms.
- (c) The Member shall make prompt payment of all premiums and assessments as required by the Trustee. Such premium shall include loss and expense constants and minimum premiums, where applicable, and may be reduced by any discount allowed by the Trustee as long as such discount does not exceed the amount permitted by the Bureau of Insurance pertaining to self-insurers.
- (d) The Member hereby appoints the Service Agent selected by the Trustee as its agent and attorney-in-fact to act on its behalf and to execute all contracts; to make or arrange for the payment of all claims, medical expenses, and all other things required or necessary as covered by the terms of this agreement and pursuant to the rules and regulations as now provided or as may be hereafter promulgated by the Trustee and/or the Bureau of Insurance.
- (e) The Member agrees that the Trustee and attorneys or agents employed by the Trustee shall have sole authority to represent the Member in investigation, settlement discussions and all levels of litigation arising out of any claim made against the Member within the scope of protection furnished by the Compensation Fund.
- (f) The Member agrees that in the event of the payment of any loss by the Fund under this contract, the Fund shall be subrogated to the extent of such payment to all the rights of the

Member against any person or other entity legally responsible for damages for said loss, and in such event the Member hereby agrees to render all reasonable assistance to effect recovery.

- (g) The Compensation Fund agrees to defend in the name of and on behalf of the Member any suits or other proceedings which may at any time be instituted against it on account of injuries or death which occurred during the period of membership within the scope of the Maine Workers' Compensation Law, including suits or other proceedings, wherein allegations or demands that are wholly groundless, false, or fraudulent, and to pay all costs taxed against the Member in any legal proceeding defended by the Compensation Fund or its agents, all interest accruing after entry of judgment and all expenses incurred for investigation, negotiation or defense.
- (h) Liability of the Compensation Fund to the employees of any employer is specifically limited to such obligations as are imposed by Maine law against the employer for workers' compensation.
- (i) The Trustee, the Service Agent, and any of their agents, servants, employees or attorneys shall be permitted at any reasonable time after the final termination of the membership to examine Members' books, vouchers, contracts, documents, and records of any and every kind.

#### **ARTICLE V** **FISCAL MATTERS**

The Trustee shall invest, use and apply the monies and assets of the Compensation Fund for the following purposes:

(1) invest funds in accordance with regulations established by the Bureau of Insurance, and if none, in accordance with 30-A MRSA Sec 5706 or other applicable state law.

(2) make those payments on behalf of Members and of the Compensation Fund as required by this Agreement, the Maine Workers' Compensation Act and regulations of the Bureau of Insurance.

(3) pay or provide for the payment of all reasonable and necessary expenses of administering the Compensation Fund and all charges incurred by the Trustee in protecting the Compensation Fund, carrying out their functions as Trustee hereunder and all current liabilities as determined by the Trustee.

(4) Any monies, including investment and interest income and undistributed excess funds from previous Fund years, remaining from time to time in the Compensation Fund, after paying all such current benefits, premiums, assessments, expenses and liabilities, claims and claims expenses; creating reserves; and providing for open claims, outstanding reserves and loss fund requirements, shall be considered Trustee Funds. Such Trustee Funds may be used by the Trustee for any purpose it deems necessary to perform the purposes and functions of this Agreement and for the protection and preservation of the Compensation Fund. Any monies remaining in excess of Trustee Funds and after provision has been made for all obligations under the Workers' Compensation Law and this Agreement, may be distributed to the Members at the discretion of the Trustee in accordance with the terms of this Agreement, upon application to and approval by the Bureau of Insurance.

(5) The Trustee is authorized to annually set aside from the premiums collected a reasonable sum to cover the operation expenses and administrative expenses. This sum shall include the cost of excess insurance, the Service Agent's fee and the operating costs of the Compensation Fund. All remaining funds coming into their hands during any one fiscal year shall be used for the following purposes:

- (a) Payments for those benefits provided by the Maine Workers' Compensation Act and also legal fees and costs in all contested cases.

- (b) Payment of assessments as required by the Maine Workers' Compensation Act.
- (c) Payment of cost of all bonds and auditing expense required of the Fund or its agents or by the Bureau of Insurance.
- (d) All other investments, uses or payments as authorized by this Agreement and Declaration of Trust.
- (e) Distribution to Members in such manner as the Trustee shall deem to be equitable of any excess monies as provided in Section 4 of this Article; provided, however, that no such distributions shall be made earlier than twelve (12) months after the end of each Fund year, except that surplus monies not needed to satisfy the loss fund requirements (i.e. Trustee funds) as established by the aggregate excess contract may be refunded immediately after the end of the Fund year and after approval by the Bureau of Insurance; provided further, that undistributed excess funds from previous Fund Years may be distributed at the discretion of the Trustees at any time if not required for reserves and if approved for distribution by the Bureau of Insurance.

(6) The Compensation Fund shall operate on a fiscal year of twelve (12) calendar months from the date approved by the Workers' Compensation Commission. Execution of this Agreement by the Member, when approved and accepted in writing by the Trustee or their designee, shall constitute a continuing contract for each succeeding fiscal period unless cancelled by the Bureau of Insurance or the Trustee or unless the Member shall have withdrawn from the Compensation Fund.

(7) The Members jointly and severally covenant and agree that there will be no disbursement by way of dividends or distribution of accumulated reserve to Members until after provision has been made for all obligations under the Workers' Compensation Law against the Compensation Fund and except at the discretion of the Trustee, upon application to and approval by the Bureau of Insurance.

Any Member who applies for membership and is accepted by the Trustee shall thereupon become a party to this agreement and be bound by all of the terms and conditions hereof. Approval by the Trustee is conditioned on the truth and accuracy of the information and financial data furnished on the application and approval of the application shall be endorsed upon this agreement.

The municipality/public entity of \_\_\_\_\_, acting pursuant to vote of its legislative body, on \_\_\_\_\_, 20\_\_\_\_, a notarized copy of which is attached and becomes a part of this agreement, does hereby agree to all the terms and conditions of this Agreement between the municipality/public entity of \_\_\_\_\_, the other parties to this Agreement and Maine Municipal Association Workers' Compensation Fund.

EXECUTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the Trustee of the Maine Municipal Association Workers' Compensation Fund, acting on behalf of the Compensation Fund and all its Members, does hereby agree to all the terms and conditions of this Agreement when duly signed by the Fund Administrator and accepts the above signed entity as a Member.

**Maine Municipal Association Workers' Compensation Fund**

BY: \_\_\_\_\_ Fund Administrator  
MMA Executive Director

## ***HOW TO ENROLL IN THE MMA WORKERS COMPENSATION FUND***

It is necessary for a public entity to take certain actions to become a participating member of the MMA Workers Compensation Fund.

1. The governing body of the public entity (Town Meeting, Town or City Council, Board of Trustees, Board of Directors etc.) must vote to authorize entry to the Fund.

We have received an attested copy of the authorizing vote for the Town, City Council, Board of Trustees, Board of Directors, thank you.

2. Indemnity Agreement

A. Complete the information requested in the first paragraph on page 1.

B. Complete your entity's portion on the last page (page 7). **The vote taken by the governing body will indicate which official(s) must sign the Indemnity Agreement.** Signatures should be notarized.

3. Effective Date

Please provide written notification specifying the date you would like coverage to become effective.

4. Return completed Documents to:

Maine Municipal Association Workers' Compensation Fund  
Attn.: Underwriting Department  
PO Box 9109  
Augusta, ME 04332-9109

If you have any questions regarding these requirements, please contact the Underwriting Staff at 626-5583 or at 1-800-590-5583.



## 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

May 16, 2022

Anthony Ward  
Town Manager  
Town of Casco  
635 Meadow Road  
Casco, ME 04015-3305

[manager@cascomaine.org](mailto:manager@cascomaine.org)

Dear Mr. Ward,

The Maine Municipal Association Unemployment Compensation Group Fund is pleased to provide a quotation to the Town of Casco for the remaining of the year starting on July 1, 2022. The town's quotation is based on your wage estimates and claims history and is as follows:

Estimated taxable wages 2022	\$1,515,000
Rate 1.04%	<u>x 1.04%</u>
2022 Full Year Contribution	\$15,756

**2022 Contribution (July 1, 2022 – December 31, 2022)      \$7,878**

The Estimated Taxable Wages are an estimate of the first \$12,000 of each employee's wages. After two years in the Fund, your rate would be adjusted annually, according to your individual unemployment claims and wage records with us.

The UC Fund keeps a Fund account for each member. Contributions to the Fund and claims paid for the member are noted there. With board approval, dividends are distributed to members who have sufficient positive balances to cover usual claims and who have good claims history. Excess balances can also be returned, if the Fund Actuary deems the member's balance high enough to cover reasonable claims.

The MMA Unemployment Compensation Fund takes care of virtually all dealings with the Maine Department Labor, Bureau of Unemployment Compensation. Two notable exceptions are:

- **Quarterly Wage Reports** - MMA prints a form for you to fill out, with places for various wages and statistical information required by the State. You fill out this form (or you may use your own equivalent form) and return it to MMA each quarter; MMA processes these wages and delivers all members' wages to the State at the same time. This wage information is required by the State every quarter.
- **Attendance at Fact Finding Interviews, Appeals** - The Bureau of Unemployment Comp calls a telephone Fact Finding Interview when an employee has been discharged (not laid off) or quits and there is some question whether s/he qualifies for unemployment compensation. At an informal interview like this, the employer should be present to provide first-hand information on why the employee was dismissed or left voluntarily. The Fact Finding interviews are usually by telephone, as are the appeals of the decisions of the Fact Finding (Deputy Decision).

The MMA UC Fund pays, on behalf of its members, any unemployment compensation claims paid by the State to the members' former employees. Each member who has had claims receives a monthly statement of who is collecting unemployment compensation, for what weeks and how much they are collecting. The member should study this statement, in case they know the employee was working and collecting UC in the same week, or has refused a suitable job offer for one of those weeks, etc.

Contribution rates for UC Fund members are figured each year for the January 1 renewal date. An actuary estimates members' taxable wages for the coming year based on the actual taxable wages reported for prior years, number and total dollar amounts of claims paid for each member.

If you decide to join the MMA Unemployment Compensation Fund, we have enclosed the following documents necessary for joining. Please complete and return:

- 1) **Agreement of Participation** - the agreement between the Town of Casco and the MMA Unemployment Compensation Fund is enclosed. If you wish to join the MMA UC Fund, sign the agreement, and return it to MMA. We will sign and return a copy for your files.
- 2) **Application to Join Group Account** - This form is for the state unemployment department. They will assign a new State UC Employer Number (UIAN) and verify that you have joined the MMA Unemployment Comp Group Fund. Please sign and return to MMA.
- 3) **Maine Revenue Services and Department of Labor Application for Tax Registration** - Section 1 and 2 (partially filled out for you). Please complete the highlighted lines, sign, and return to MMA.
- 4) MMA UC Fund Contact persons & Seasonal program. Please fill out and return.
- 5) In addition, we will need an attested copy of your Select Board's vote to join the MMA UC Fund (excerpted from the meeting minutes).

Thank you for this potential opportunity to assist the Town of Casco with the management of your unemployment compensation program. Please do not hesitate to call if there are any questions or changes. Our toll-free number is (800)-590-5583 or you can also reach me by calling my direct line at (207) 624-0192.

Sincerely,



Denise A. Kolreg

MMA UC Fund Coordinator/Underwriting Assistant

Enclosures

**AGREEMENT OF PARTICIPATION BETWEEN THE**

**Town of Casco**

**AND THE MAINE MUNICIPAL ASSOCIATION  
UNEMPLOYMENT COMPENSATION GROUP FUND**

As provided for in the Public Law 94-566, Unemployment Compensation Amendments of 1976, the **Town of Casco** (hereinafter, Participating Employer) does hereby designate the Maine Municipal Association Unemployment Compensation Group Fund (hereinafter Fund) as its Agent to provide on its behalf the specified unemployment compensation services herein contained.

**THE PARTICIPATING EMPLOYER AGREES:**

1. To become a Participating Employer effective **July 1, 2022, and to remain a member until December 31, 2024**; that thereafter membership in the Fund will renew itself automatically from year to year unless written notice of termination is given by either party at least sixty (60) days prior to the expiration date.
2. That during its membership in the Fund, to abide by all the rules, regulations, and guidelines formulated by the Fund.
3. To permit Fund representatives to periodically evaluate administrative practices, timeliness of reporting separations, claims analysis and liability, and other operational areas which pertain to unemployment compensation and to prepare evaluation reports, which will be submitted to the Participating Employer, to be used for review and recommendations. Unfavorable evaluations may result in written notice to the Participating Employer stating a probationary period in which to make corrections. Failure to make the required corrections within the probationary period may result in termination or non-renewal of this Agreement. If a Participating Employer is terminated under this section, he agrees to comply with the requirements of section 10 of this Agreement.
4. Fund representatives shall have the right, on reasonable notice and at reasonable times, to inspect all books and records of the Participating Employer which deal with the number of employees covered by unemployment compensation, the taxable payroll, and contributions to the Fund.
5. To promptly provide the Fund with information on separations as requested by the Fund. To cooperate and participate with Fund representatives in the processing of any claim filed under the law.
6. To directly appoint or retain its own legal representative, if so desired, or authorize the Fund to retain a legal representative on behalf of the Participating Employer, to represent the Participating Employer in activities related to the Maine Employment Security Law and on any claims regarding unemployment compensation filed by an employee or former employee of the Participating Employer which require legal representation or for which legal representation is desired, whether before the Maine Employment Security Commission or other agencies or courts of the State of Maine, and to reimburse the Fund

MAINE DEPARTMENT OF LABOR  
Bureau of Unemployment Compensation – Tax Division  
45 Commerce Drive  
47S State House Station  
Augusta, ME 04333-0047

**APPLICATION TO JOIN GROUP ACCOUNT**

Name of Municipality: <input style="width: 90%;" type="text"/>	<b>OFFICE USE ONLY</b>	
Address: <input style="width: 90%;" type="text"/>	Employer No.	<input style="width: 90%;" type="text"/>
City: <input style="width: 90%;" type="text"/>	Approved:	<input style="width: 90%;" type="text"/>
State: <input style="width: 30%;" type="text"/> Zip: <input style="width: 30%;" type="text"/>	Effective Beginning Calendar Quarter	<input style="width: 90%;" type="text"/>
	Group Representative Notified	<input style="width: 90%;" type="text"/>

1. The undersigned, having elected in accordance with Section 1221, subsection 10, of the Maine Employment Security Law to make payments to the Bureau for the Unemployment Compensation Fund in lieu of contributions, hereby makes application, in accordance with Rule 2.6(B) of the Rules governing the administration of the Employment Security Law, to join a group account, effective,
  
2. The group representative and/or group agent known as
3. is authorized to act on our behalf in all matters before the Bureau of Unemployment Compensation.
  
4. Payments to the Unemployment Compensation Fund for the cost of benefits paid attributable to service in the employ of the members of this group shall be made by the group representative and/or agent identified in this application on behalf of each member of the group.
  
5. A copy of the contract between the undersigned and the above named group representative and/or group agent is attached.

Name of Organization – Employer <input style="width: 90%;" type="text"/>	Signature of Authorized Official <input style="width: 90%;" type="text"/>
Title <input style="width: 90%;" type="text"/>	Date <input style="width: 90%;" type="text"/>

**QUESTIONS?**

Contact a Status Representative at (207) 621-5120; Fax: (207) 287-3733,  
TTY (Deaf / Hard of Hearing): 1-800-794-1110, e-mail: [division.uctax@Maine.gov](mailto:division.uctax@Maine.gov)

Town of Casco  
**MAINE REVENUE SERVICES AND DEPARTMENT OF LABOR**  
**APPLICATION FOR TAX REGISTRATION**

Return Application by fax (207) 287-3733 or mail to:  
Department of Labor, Central Registration Section, P.O. Box 1057, Augusta, ME 04332-1057

**SECTION 2 - INCOME TAX WITHHOLDING (Payroll and most Non-payroll Distributions)**

(Also complete Section 4 if you are an employer and must file unemployment compensation tax and employer wage reports.)

8. **INCOME WITHHOLDING TAX BEGIN DATE:** \_\_\_\_\_
9. **WITHHOLDING PAYMENT SCHEDULE:** A quarterly schedule will apply when any business is in the first year of operation or when the amount of withholding that was reported for the previous year lookback period was less than \$18,000. If the amount of withholding reported for the previous year lookback period was \$18,000 or more, a semi-weekly schedule will apply. (See page 13 for more information about withholding schedules.)
10. **ADDRESS FOR RETURNS AND NOTICES: (Do not use paid preparer's address.)** ☐ Check if same as primary address.  
Address: \_\_\_\_\_ Email Address: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_

**SECTION 3 - PASS-THROUGH ENTITY INCOME TAX WITHHOLDING**

11. **PASS-THROUGH ENTITY WITHHOLDING TAX BEGIN DATE:** \_\_\_\_\_
12. **WITHHOLDING PAYMENT SCHEDULE:** A quarterly schedule will apply for all pass-through entity nonresident withholding.
13. **Address to which returns and notices will be mailed: (Do not use paid preparer address.)** ☐ Check if same as primary address.  
Address: \_\_\_\_\_ Email Address: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_

**SECTION 4 - UNEMPLOYMENT COMPENSATION TAX**

14. **PERSON RESPONSIBLE FOR PAYROLL RECORDS:** Employer Federal EIN: \_\_\_\_\_  
Name: \_\_\_\_\_ Email Address: \_\_\_\_\_  
Address: \_\_\_\_\_ Telephone: \_\_\_\_\_  
FAX Number: \_\_\_\_\_
15. **ADDRESS FOR BENEFIT CLAIM NOTICES AND/OR DECISIONS:**  
Address: \_\_\_\_\_ Attention: \_\_\_\_\_
16. Does this business operate fewer than 26 weeks per calendar year? ☐ Yes ☐ No
17. **LIST ALL MAINE WORK LOCATIONS:** Nature of Business: \_\_\_\_\_

City/Town	Number of Employees	Principal Activity	Type of Goods or Services

18. **FOR MULTIPLE LOCATIONS AND/OR ACTIVITIES:** If one of the above locations represents an auxiliary unit for the primary establishment, please indicate by putting the appropriate letter next to the activity: (A) Administrative Office; (B) Research, Development and Testing; (C) Warehouse or Storage Area; (D) Auxiliaries, Not Classified (Repair Shops, Computer Maintenance, Garages, etc.)
19. If it is determined that you do not meet the requirements for mandatory unemployment insurance coverage, are you requesting voluntary coverage? You may elect to make voluntary contributions, even though you are not required by law to do so. ☐ Yes ☐ No
20. Have you engaged any contractors to perform any service for you which was part of your usual course of business in the current or preceding year? If "YES," give name and address on a separate sheet and attach to this application. ☐ Yes ☐ No
21. Do you lease any employees from a professional employment organization? ☐ Yes ☐ No
22. If line 21 is yes, list the name of the professional employment organization. \_\_\_\_\_
23. Do any of your workers provide domestic service for you? If "YES," and you have only domestic employment, skip to item 27b. ☐ Yes ☐ No
24. Do any of your workers provide agricultural service for you? ☐ Yes ☐ No
25. Date employees first employed in Maine \_\_\_\_\_

26. **IN THE SPACES BELOW, ENTER THE TOTAL AMOUNT OF REPORTABLE WAGES PAID EACH QUARTER OF THE CURRENT AND PRECEDING CALENDAR YEARS: ENTER ONLY WAGES PAID TO DATE FOR EMPLOYEES WHO WORKED IN MAINE - DO NOT ESTIMATE.**

Maine Wages Paid (enter year below)	Calendar Quarter Ending March 31	Calendar Quarter Ending June 30	Calendar Quarter Ending September 30	Calendar Quarter Ending December 31
Preceding Year	\$ _____	\$ _____	\$ _____	\$ _____
Current Year	\$ _____	\$ _____	\$ _____	\$ _____

27. Enter the date which the workers you employed in Maine met one of the following conditions (include full and partial weeks):
- a. **General employers** - \$1,500 gross wages in a quarter or 20 weeks in a calendar year (whichever occur) \_\_\_\_\_
- b. **Domestic employers** - \$1,000 gross wages in a quarter \_\_\_\_\_
- c. **501(c)(3)** - 4 employees in each of 20 weeks \_\_\_\_\_
- d. **Agricultural** - 10 employees in 20 weeks or \$20,000 gross wages in a calendar quarter \_\_\_\_\_

OFFICE  
USE ONLY

Liability established under § 1043(9) \_\_\_\_\_ as of \_\_\_\_\_ contributions due from \_\_\_\_\_  
Field Advisor and Examiner \_\_\_\_\_ Date \_\_\_\_\_

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## MMA UNEMPLOYMENT COMPENSATION FUND CONTACT PERSONS

New Member Name:

**KEY CONTACT PERSON** – Receives yearly rates letter, yearly fund balance memo, monthly claims notices, dividend check (if issued).

Name:

Title:

\*Email address:

Phone Number:

Mailing Address:

*\*\*Most of MMA's UC Fund communication is done by email. Please provide your email address above\*\**

**WAGE PREPARER** – Receives by email/mail the MMA UC Quarterly Wage and Recapitulation (labor statistics) Report, fills it in and returns it to MMA. This person also serves as the claims contact person, providing date of hire, last day worked, benefits taken for new unemployment applicants.

Name:

Title:

\*Email address:

Phone Number:

Mailing Address:

*\*\*Most of MMA's UC Fund communication is done by email. Please provide your email address above\*\**

• DO YOU HAVE A SUMMER RECREATION PROGRAM? YES ☐ NO ☐

• DO YOU HAVE YOUR OWN PAYROLL SOFTWARE PROGRAM? YES ☐ NO ☐

If yes, please tell us which one you use:

• DO YOU USE A PAYROLL SERVICE? YES ☐ NO ☐

If yes, please provide their company name:



635 Meadow Road, Casco, ME 04015  
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[www.cascomaine.org](http://www.cascomaine.org)

**Request for Casco Selectboard to Write Off Taxes as Uncollectable**  
**CSB Meeting Date**  
**June 7, 2022**

Owner of Record: Gagne, Heather  
RE Acct #: 3585  
Location: 534 Red Road  
Map & Lot: 001A-0003-534 (FKA 001A-003L-0534)

This request is for the write off of fiscal years 2022 and 2021 real estate property taxes, interest and costs of the property listed above. There will be new owner for fiscal year 2023 tax commitment with a different trailer on the site. Per Point Sebago, Ms. Gagne has not been on the site since July 1, 2020.

Fiscal Year	Principle	Interest	Costs	Total Taxes
2022	236.47	6.12	0.00	242.59
2021	235.56	26.92	57.96	320.44
<b>Totals</b>	<b>472.03</b>	<b>33.04</b>	<b>57.96</b>	<b>563.03</b>

Approved by the Casco Selectboard:

Date Approved: \_\_\_\_/\_\_\_\_/2022

\_\_\_\_\_  
Mary-Vienessa Fernandes, Chair

\_\_\_\_\_  
Robert E. MacDonald, Jr, Vice Chair

\_\_\_\_\_  
Scott W. Avery, Selectperson

\_\_\_\_\_  
Eugene Connolly, Selectperson

\_\_\_\_\_



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[www.cascomaine.org](http://www.cascomaine.org)

**Request for Casco Selectboard to Write Off Taxes as Uncollectable**  
**CSB Meeting Date**  
**June 7, 2022**

Owner of Record: Labbe, Lori  
RE Acct #: 3243  
Location: 363 Orange Road  
Map & Lot: 001A-0003-363 (FKA 001A-003L-0363)

This request is for the write off of fiscal year 2022 real estate property taxes, interest and costs of the property listed above. There will be a new owner for fiscal year 2023 tax commitment with a different trailer on the site. Per Point Sebago, Ms. Labbe moved off the site prior to January 2019.

Fiscal Year	Principle	Interest	Costs	Total Taxes
2022	281.88	7.30	0.00	289.18
<b>Totals</b>	<b>281.88</b>	<b>7.30</b>	<b>0.00</b>	<b>289.18</b>

Approved by the Casco Selectboard:

Date Approved: \_\_\_\_/\_\_\_\_/2022

\_\_\_\_\_  
Mary-Vienessa Fernandes, Chair

\_\_\_\_\_  
Robert E. MacDonald, Jr, Vice Chair

\_\_\_\_\_  
Scott W. Avery, Selectperson

\_\_\_\_\_  
Eugene Connolly, Selectperson

\_\_\_\_\_



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**Request for Casco Selectboard to Write Off Taxes as Uncollectable**  
**CSB Meeting Date**  
**June 7, 2022**

Owner of Record: Telgener, Christopher  
RE Acct #: 209  
Location: 6 Willow Way  
Map & Lot: 0003-0007-6L

This request is for the write off of fiscal years 2020 and 2021 real estate property taxes, interest and costs of the property listed above. There is a new owner for fiscal year 2022 tax commitment with a different trailer on the site.

Fiscal Year	Principle	Interest	Costs	Total Taxes
2021	226.20	25.86	57.96	310.02
2020	221.76	48.47	57.90	328.13
<b>Totals</b>	<b>447.96</b>	<b>74.33</b>	<b>115.86</b>	<b>638.15</b>

Approved by the Casco Selectboard:

Date Approved: \_\_\_\_/\_\_\_\_/2022

\_\_\_\_\_  
Mary-Vienessa Fernandes, Chair

\_\_\_\_\_  
Robert E. MacDonald, Jr, Vice Chair

\_\_\_\_\_  
Scott W. Avery, Selectperson

\_\_\_\_\_  
Eugene Connolly, Selectperson

\_\_\_\_\_