

KENNEBUNK SEWER DISTRICT BOARD OF TRUSTEES
MONTHLY MEETING, DECEMBER 1, 2020

The Board of Trustees of the Kennebunk Sewer District held its regular monthly meeting on Tuesday, December 1, 2020 via teleconferencing computer application “Zoom.”

Trustees present via Zoom were: John E. **Price III**, Chairman
Mark K. **Allenwood**, Vice Chairman
Wayne A. **Brockway**, Treasurer
James A. **Oppert**, Clerk
Arnold H. **Reim**

KSD Staff present via Zoom was: Michael **Bolduc**, KSD District Manager
Chris **Gallant**, KSD Assistant Manager

Others present via Zoom were: Scott **Simmonds**, CPCU, ARM, President, Insurance Consultants of Maine, Inc.
Betsy **Oulton**, HR Maine Consulting

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AGENDA:

Unfinished Business

New Business

1. Minutes of the November 3, 2020 Monthly Meeting
2. Property Insurance Review
3. Executive Session: Manager’s Evaluation
4. Revisions to the Rules and Regulations Pertaining to Extended Payments on Equity Buy-in Fees and Impact Fees
5. Purchase of Equipment for the Administrative Building

Other Business...

Adjournment
.....

The meeting was called to order by Chairman **Price** at time 7:07 p.m.

Agenda Item – Unfinished Business

There being no discussion regarding this Agenda Item, Chairman **Price** moved to the next scheduled Agenda Item.

Agenda Item – (New Business) #1: Minutes of the November 3, 2020 Monthly Meeting

Dispensing with a reading of the minutes, Chairman **Price** asked the Board for comments regarding the minutes of the November 3, 2020 monthly meeting.

Clerk **Oppert** submitted the following correction:

- Page 1, Item **Call to Order**, 1st paragraph, line 1: “by Chairman **Price** at time 7:00 p.m.” should read “by Chairman **Price** at 7:00 p.m.”

Treasurer **Brockway** submitted the following correction:

- Page 4, Item (**New Business**) #3:, 3rd paragraph, line 2: “permitted to use up one (1) personal” should read “permitted to use one (1) personal”

Vice Chairman **Allenwood** submitted the following correction:

- Page 7, Item (**Other Business**) a:, 7th paragraph, line 3: “Selected pumps may be installed” should read “Selected pump house pumps may be installed”

There being no further corrections, revisions, or additions to come before the Board regarding this agenda item, Chairman **Price** asked for a motion.

A motion was made to accept the minutes of November 3, 2020 as amended.

MOVED: Oppert
SECONDED: Allenwood
DISCUSSION: None
MODS: As noted
VOTE: Chairman Price voice vote, **affirmative**
Vice Chairman Allenwood voice vote, **affirmative**
Treasurer Brockway voice vote, **affirmative**
Clerk Oppert voice vote, **affirmative**
Trustee Reim voice vote, **affirmative**
5 in favor, 0 opposed; the motion carried.

Chairman **Price** moved to the next agenda item.

Agenda Item – (New Business) #2: Property Insurance Review

Consultant Scott **Simmonds**, Insurance Consultants of Maine, joined the meeting at 7:11 p.m.

Chairman **Price** introduced Scott **Simmonds**, Insurance Consultants of Maine, to present a property insurance review and recommendations.

Consultant **Simmonds** opened a discussion regarding the Renewal Bid Process Summary as detailed in his revised memo of December 1, 2020 which was sent to Board members. The changes contained in the revised edition were highlighted as follows:

- All changes are indicated by a “*” symbol;
- Page 1 changes include:
 - Annual Premiums matrix;
 - ✓ “Proposed 2021 Premiums”, line 1, Grundy/Travelers (*\$50,418) & ME Municipal Assn (*\$56,165);
 - ✓ “Change from 11/24 Version”, line 6, Grundy/Travelers (*\$73,335) & ME Municipal Assn (*\$56,165);
- Page 2 changes include:
 - Coverage Info and Limits matrix;
 - ✓ ”Extra Expense”, line 7, ME Municipal Assn (*\$250,000);

Explaining “Extra Expense”, consultant **Simmonds** stated: “*the purchase of that (Extra Expense) additional coverage caused the premium for Maine municipal to change*”

- Page 3 changes include:
 - Coverage Info and Limits matrix;
 - ✓ ”Defense Costs – Employment Practices”, line 1, Grundy/Travelers - KSB (*Outside Limit);

Explaining “Defense Costs – Employment Practices”, consultant **Simmonds** stated: “*that was a clarification from KSB*”

- ✓ "Crime Basic Limit", line 4, Grundy/Travelers - KSB (*\$500,000);

Explaining "Crime Basic Limit", consultant **Simmonds** stated: *"that was the reason for the change in premium on page one for the Grundy/Travelers proposal"*

- ✓ "Computer Fraud", line 5, Grundy/Travelers - KSB (*1m In Cyber);
- ✓ "Funds Transfer Fraud", line 6, Grundy/Travelers - KSB (*1m In Cyber);

Explaining "Computer Fraud" and "Funds Transfer Fraud", consultant **Simmonds** stated: *"The Traveler's proposal for cyber liability includes a million dollars in "Computer Fraud" and "Funds Transfer Fraud" so the Grundy/Travelers boxes were corrected"*.

Consultant **Simmonds** further explained the Renewal Bid Process, highlights included:

- We brought in Maine Municipal Association and their insurance people;
- We had KSB go to all of their insurance companies (they were able to go to any insurer that they wanted to) with the following results:
 - A proposals from your current insurer Allied;
 - A proposal from Glatfelter, which was a prior insurer that you had worked with; and
 - A proposal from Grundy/Travelers.
- The Allied renewal proposal came in at a premium of \$99,600, including the cost of flood insurance. KSB went back to Allied a couple of times to get them to adjust their premium. Allied was not interested in an adjustment. Allied felt like their proposal was a reasonable premium.
- The Grundy/Travelers quote utilizes the services of a retail insurance underwriter called Grundy which is known as the Grundy Philadelphia program.
- The Grundy Philadelphia program had a weakness in the cyber liability coverage so KSB went outside of Grundy.
- KSB went to Travelers on a direct basis and got a proposal for the cyber liability. So the proposal labeled Grundy/Travelers is really Grundy throughout until we get to "Cyber Liability" (Page 2, Coverage Info and Limits matrix, line 10 from the bottom). The entire section of "Cyber Liability", "Cyber Aggregate", "Data Breach/Mitigation", "Cyber Extortion", and "Defense Costs", are all part of the Travelers program. So all combined we've got Grundy/Philadelphia, and KSB/Travelers together.
- Coverage advantage is highlighted in green.

Referring to the Annual Premiums matrix on page 1 and addressing the topic of flood insurance, consultant **Simmonds** addressed each proposals requirement to purchase additional policies, highlights included:

- Line 1 contains the premiums of the basic program or the base program;
- Lines 2 through 5 contain 4 additional flood insurance policies;
- The current insurance provider, the Allied proposal, and the Glatfelter proposal all require the purchase of these four additional flood insurance policies;
- The Grundy/Travelers proposal requires the purchase of one additional flood insurance policy (control building) but the other three properties (garage, process building, and pump station) are included within the basic Grundy property insurance program; and
- The Maine Municipal Association proposal includes all four insurance policies.

Referring to the differences between the included flood insurance protection with the Grundy/Travelers proposal and the Maine Municipal Association proposal, consultant **Simmonds** highlighted the proposal requirements as follows:

- Specific insurance (damage from fire, windstorm, etc.) on the building is provided with the current insurance provider, the Grundy/Travelers proposal, and the Maine Municipal Association proposal;
- The flood insurance that is included with Maine Municipal Association has the following characteristics:
 - Maine Municipal Association combines all of the municipalities and quasi municipal organizations that are a part of the MMA program;
 - Together, the group provides a pool of coverage of \$101 million for the total of all flood insurance claims across all of their insurers;
 - It is certainly possible that everybody in the state has losses, the fund runs out of money, and you're left with effectively zero flood insurance coverage;
 - MMA has paid out about \$300,000 in flood losses over the 30 year life of the program;
 - When municipalities are hit by floods, FEMA steps in and pays the losses;
 - The Coverage Info and Limits matrix on page 2, lines 1 through 4, shows flood coverage enumeration;

- Because the control building is in a flood zone, the pool amount available with MMA is \$51 million. The other locations (garage, process building, and pump station) have a pool of \$101 million with MMA; and
- Although flood coverage with the Grundy/Travelers proposal and the Maine Municipal Association proposal work a little differently, they are functionally equivalent; however, Grundy coverage for flood is limited to \$2 million for all losses; therefore, the Maine Municipal Association proposal is shown as an advantage.

Referring to the differences between “General Liability” insurance protection with the Grundy/Travelers proposal and the Maine Municipal Association proposal (shown on Coverage Info and Limits matrix, page 2, line 12, “General Liab. Aggregate”), consultant **Simmonds** highlighted the proposal requirements as follows:

- The Grundy/Travelers proposal has a \$3 million aggregate, meaning that the most they'll pay is \$3 million total for all of your general liability claims during a policy year;
- The Maine Municipal Association proposal has no aggregate, meaning they will pay (theoretically every day) \$2 million per general liability claims occurrence if it's outside of the Maine Tort Claims Act and \$400,000 within the Maine Tort Claims Act (shown on Coverage Info and Limits matrix, page 2, line 9 & 10); and
- The Maine Municipal Association proposal has a \$2 million general liability per occurrence and the Grundy/Travelers proposal has a \$1 million general liability per occurrence (shown on Coverage Info and Limits matrix, page 2, line 9).

Concluding his presentation, Consultant **Simmonds** asked if there were any questions.

Trustee **Reim** asked how the premium will be paid if the control building does not come out of the flood zone. Consultant **Simmonds** replied that the Maine Municipal Association proposal premium of \$56,165 (shown on Annual Premiums matrix, page 1, line 1, “Proposed 2021 Premiums”) includes the flood coverage showing on subsequent pages. Adding, if the property continues to be rated in a flood zone, the \$51 million pool will apply. If it's found that the elevation of that property is such that it no longer is rated as in that flood zone, your coverage will increase from the \$51 million pool to the \$101 million pool.

District Manager **Bolduc** asked if the berm certification is successful with FEMA and that one building is removed from the floodplain, would our insurance rate drop down to something where it was before, which was \$5,000 to \$6,000 per year.

Consultant **Simmonds** replied:

- If you're with the Grundy/Travelers proposal and the building is removed from the floodplain, you would no longer need to purchase coverage on the control building because the Grundy/Travelers proposal is going to pay;
- On the day after you get approval of the berm in the flood zone, I would cancel that flood insurance policy; and
- The total analyzed Grundy premium drops to \$6,000 below MMA.

Vice Chairman **Allenwood** expressed concern regarding pollution liability and asked for clarification.

Referring to the Coverage Info and Limits matrix, on page 2, line 12 from the bottom, “Sewage that emanates from sewer line, or system, or backup”, Consultant **Simmonds** apologized for the mistake and replied:

- Change “No Coverage” to “Included in General Liab” for the ME Municipal Assn column

Consultant **Simmonds** stated that he would correct the Renewal Bid Process Summary memo and send an amended version.

Referring to the Coverage Info and Limits matrix, on page 2, line 16 from the bottom, “Use, storage, release or escape of pollutants in the treatment process”, Vice Chairman **Allenwood** asked for clarification.

Consultant **Simmonds** replied:

- Site cleanup is covered by both programs under the property insurance;
- If there is an accident at the plant and EPA requires that you clean it up, it is covered for \$250,000 by both the Grundy/Travelers proposal and the Maine Municipal Association proposal;

- Liability for a lawsuit against you that results from an onsite pollution event is covered with the Maine Municipal Association proposal in the following way:
 - MMA's position is that there are inherent protections within the Maine Tort Claims Act;
 - The Maine Tort Claims Act provides you with immunity in some areas, and it provides you with limited liability in other areas. MMA's position is that if you are eligible and you qualify, you should use Maine Tort Claims Act;

- Liability for a lawsuit against you that results from an onsite pollution event is covered with the Grundy/Travelers proposal in the following way:
 - The endorsement is almost identical in the language as the MMA proposal relative to the Maine Tort Claims Act;
 - Both carriers are going to fight any legal action against you with all of the tools that are at their disposal;
 - The Grundy/Travelers proposal picks up liability and a couple of other areas as follows:
 - ✓ Both carriers provide protection for pollution caused by a hostile fire but the Grundy/Travelers proposal takes it a step further and picks up:
 - > Explosion, lightning losses, windstorm losses, and flooding losses on that third party liability side.

Chairman **Price** asked if pollution liability covers the SCADA system being damaged if the plant is hit by lightning or is that something different.

Consultant **Simmonds** replied that there are two possible coverage sections that are going to be a part of lightning caused damage to your building.

Consultant **Simmonds** opened a discussion regarding a third party injury from a pollution event caused by a lightning strike. The following highlights were included:

- The MMA program will pick up the liability for onsite lightning hits;
- Both programs will respond equally to what happens at your site;
- The difference is what happens if your next door neighbor's property is affected;
 - MMA is going to rely on the Maine Tort Claims Act; and
 - Grundy/Travelers is also going to rely on the Maine Tort Claims Act but if the Maine Tort Claims Act fails to provide relief, Grundy/Travelers has this fallback.
- If you cause an automobile accident, the most that the Maine Tort Claims Act is going to put on you is \$400,000.

Vice Chairman **Allenwood** asked if we have a claim, and we're covered under MMA, do we simply file that claim with MMA? And then, on the flip side, if we're going through Grundy/Travelers-KSB, do we go through KSB to file that claim.

Consultant **Simmonds** replied in the affirmative, adding that the claims process is identical.

Treasurer **Brockway** asked if "Use, storage, release or escape of pollutants in the treatment process" (Referring to the Coverage Info and Limits matrix, on page 2, line 16 from the bottom) was limited to the plant area or does it include off site equipment such as pump stations and collection systems.

Consultant **Simmonds** replied:

- The cleanup coverage is available at your location;
- A location is a property in your care, custody and control;
- A pipe breaking is not an insured event; however, the Maine Tort Claims Act is set up to handle those events;
- The MMA program does not use the phrasing "in the treatment process"

Treasurer **Brockway** noted that even though the Maine Tort Claims Act limits are \$400,000, they don't often pay anything due to the sudden release of sewage materials caused by a pipe break even though they are checked regularly and have a replacement program.

Consultant **Simmonds** replied:

- The Maine Tort Claims Act limits your liability in some places, and gives you immunity in other places;
- The distribution system has immunity; and

• The Maine Tort Claims Act requires that you maintain the lines, but they don't tell us what that means. Referring to the Coverage Info and Limits matrix, page 1, last line, "Rotating Biological Contactor", consultant **Simmonds** noted another weakness with the Maine Municipal Association proposal as follows:

- Once the RBC has passed its useful life, no claim will be paid relative to mechanical breakdown coverage; and
- If it burns up in a fire or is destroyed in a windstorm the coverage will apply.

Consultant **Simmonds** opened a discussion introducing a third option, in addition to the two previously discussed, as follows:

- Referring to "Cyber Liability" (Page 2, Coverage Info and Limits matrix, line 10 from the bottom), consultant **Simmonds** noted that the entire section of "Cyber Liability", "Cyber Aggregate", "Data Breach/Mitigation", "Cyber Extortion", and "Defense Costs", are all part of the Travelers program. And because this is a weak area of the Maine Municipal Association proposal, consultant **Simmonds** proposed using the Maine Municipal Association proposal as presented, with the exception of the "Cyber Liability" section, and substituting it with the 5 Traveler's "Cyber Liability" program (as noted above).
- Referring to "Computer Fraud" and "Funds Transfer Fraud" (Page 3, Coverage Info and Limits matrix, lines 5 & 6), consultant **Simmonds** also proposed substituting the Maine Municipal Association proposal with the 2 Traveler's "Computer Fraud" and "Funds Transfer Fraud" program (as noted above)
- The total premium for this third option goes from \$56,165 to \$58,583.
- Consultant **Simmonds** stated that he would send a clarifying memo incorporating this third option.

District Manager **Bolduc** asked if the \$58,583 premium included the deduction on the MMA and the increase on the Cyber from Travelers.

Consultant **Simmonds** replied in the affirmative.

District Manager **Bolduc** asked if the berm certification is successful with FEMA, would the Grundy/Travelers Annual Premium of \$22,917 for "Flood – Control Bld" (shown on Annual Premiums matrix, page 1, line 1, "Proposed 2021 Premiums") go away.

Consultant **Simmonds** replied in the affirmative.

District Manager **Bolduc** asked if Grundy/Travelers would be a better proposal with the Annual Premium of \$22,917 for "Flood – Control Bld" removed.

Consultant **Simmonds** replied in the affirmative, however, he noted that the Grundy/Travelers proposal has a \$25,000 deductible for flood coverage (Garage, Process Bld, and Pump Station) where the Maine Municipal Association proposal only has a \$10,000 deductible for the same coverage. Continuing, consultant **Simmonds** clarified that with MMA the deductible is per event but with Grundy the deductible is per building.

Assistant Manager **Gallant** noted that the Maine Municipal Association proposal doesn't care if the berm gets certified or not, the funds will just come out of a different pot.

Chairman **Price** asked if KSD selected the Grundy/Travelers proposal for coverage and the berm gets certified in June of 2021, does the Annual Premium of \$22,917 for "Flood – Control Bld" get prorated?

District Manager **Bolduc** replied that according to KSB, if the berm is certified and the building is removed from the floodplain, the premium will be refunded.

Consultant **Simmonds** agreed.

Trustee **Reim** asked if KSD selected the Grundy/Travelers proposal for coverage and the berm gets certified in June of 2021, what happens for the remainder of the year from June through December.

District Manager **Bolduc** if a decision that KSD would be refunded the difference between the normal premium and \$22,917; then, KSD would revert to their normal premium for flood coverage.

Consultant **Simmonds** asked District Manager **Bolduc** if a decision needed to be made today.

District Manager **Bolduc** replied in the negative, adding that a special meeting in December was planned for making a decision.

Chairman **Price** thanked Consultant **Simmonds** and moved to the next agenda item.

Consultant **Simmonds** left the meeting at 8:06 p.m.

Agenda Item – (New Business) #3: Executive Session: Manager’s Evaluation

Chairman **Price** asked for a motion to enter Executive Session.

Consultant Betsy **Oulton**, HR Maine Consulting, joined the meeting at 8:07 p.m.

At 8:08 p.m. a motion was made to enter into Executive Session to discuss the Manager’s Evaluation, pursuant to [M.R.S.A. Title 1: General Provisions, Subchapter 1, §405 (6) (A) and (6) (D)]

MOVED: Brockway
SECONDED: Oppert
DISCUSSION: None.
MODS: None.
VOTE: Chairman **Price** voice vote, **affirmative**
Vice Chairman **Allenwood** voice vote, **affirmative**
Treasurer **Brockway** voice vote, **affirmative**
Clerk **Oppert** voice vote, **affirmative**
Trustee **Reim** voice vote, **affirmative**
5 in favor, 0 opposed; the motion carried.

Chairman **Price** asked for a motion to come out of Executive Session.

At 8:35 p.m. a motion was made to come out of Executive Session with no action taken.

MOVED: Oppert
SECONDED: Allenwood
DISCUSSION: None.
MODS: None.
VOTE: Chairman **Price** voice vote, **affirmative**
Vice Chairman **Allenwood** voice vote, **affirmative**
Treasurer **Brockway** voice vote, **affirmative**
Clerk **Oppert** voice vote, **affirmative**
Trustee **Reim** voice vote, **affirmative**
5 in favor, 0 opposed; the motion carried.

Clerk **Oppert** left the meeting at 8:36 p.m.

Chairman **Price** moved ahead to Agenda Item # 4.

Agenda Item – (New Business) #4: Revisions to the Rules and Regulations Pertaining to Extended Payments on Equity Buy-in Fees and Impact Fees

District Manager **Bolduc** opened a discussion regarding revisions to the Rules and Regulations Pertaining to Extended Payments on Equity Buy-in Fees and Impact Fees as detailed in Attachment #3 (Agenda Item Commentary) and Attachment #5 (Revisions to the Rules and Regulations) of the December 1, 2020 Trustee's Packet. Highlights included the following:

- The language to allow for policy change modifications approved by the Board of Trustees was changed;

- The change would not require future Rules and Regulation changes should the Board wish to modify the terms and amounts for the fees; and
- The affected language changes are contained in Attachment #5 (Revisions to the Rules and Regulations), Articles 15 and 16, pages 18 thru 24.

Clerk **Oppert** returned to the meeting at 8:39 p.m.

Chairman **Price** asked if KSD has a policy document that references this issue.

District Manager **Bolduc** replied in the negative, adding that the issue was discussed and approved at the October meeting; however, he would write a KSD policy for this issue.

Treasurer **Brockway** agreed that a KSD policy for this issue should be created and that it should contain the date of the approval vote.

Chairman **Price** requested that the newly created KSD policy for this issue and the revisions to the “Rules and Regulations Pertaining to Extended Payments on Equity Buy-In Fees and Impact Fees” be presented to the Board together, in their final forms.

District Manager **Bolduc** agreed and asked the Board if anyone had any changes to the “Rules and Regulations Pertaining to Extended Payments on Equity Buy-In Fees and Impact Fees” document.

Trustee **Reim** noted that the wording of the phrase “*the first such installment shall equal the number of installment periods divided by the total impact fee*” is incorrect and should read “*the first such installment shall equal the total impact fee divided by the number of installment periods*”

Treasurer **Brockway** agreed.

There being no further remarks or comments to come before the Board regarding this agenda item, Chairman **Price** moved ahead to agenda item **(Other Business) a:**

Agenda Item – (Other Business) a: Manager’s Report for December 2020

District Manager **Bolduc** provided a summary of selected items from the Manager’s Report as detailed in Attachment #2 (Manager’s Report for December 2020), of the December 1, 2020 Trustee's Packet. His comments included the following topics and highlights:

PLANT OPERATIONS

Condition Assessments

- Staff is in the process of correcting issues revealed by the annual panel infrared assessment.

COLLECTION SYSTEMS

Equipment Issues

- Wells road pump station:
 - The force main experienced another break about 800 feet from the pump station;
 - Repairs were completed in approximately 12 hours;
 - A-1 arrived on site for sewage collection shortly after the break was reported;
 - The break was the third occurrence in two year with 2 breaks taking place in 2020;
 - An initiative is planned to replace 1100 feet of the pipe up to the recent splice repair under the brook;
 - An estimated cost of \$10,000 to \$13,000 is anticipated for the replacement design effort;
 - KKWWD provided the couplings and pipe needed for the repair;
 - Replacement parts have been ordered for KKWWD and a set of parts has been ordered for KSD to have on hand for future breaks;
 - The replacement design is expected to consist of twin polyethylene lines (including isolation valves and flow meters) for the initial 1100 ft and continuing under the brook; and
 - The lines will be sized for something less than two 12” pipes.

District Manager **Bolduc** requested to proceed with procurement of the design and construction costs estimates from Underwood Engineers, Inc. for presentation at the next meeting.
All present agreed.

District Manager **Bolduc** added that future plans may include phased replacement of all 8,000 ft. of the force main.

2019 CARRY OVER PROJECTS

Replacement of Wet Well Covers

- Delays due to Stevens Electric labor issue will push Fieldcrest wet well cover into 2021.

Doanes Wharf Generator

- Referring to Mr. Forsley's concept development plan for the eventual use of the property, available in the correspondence file, District Manager **Bolduc** provided the following highlights:
 - Renegotiation discussions with Mr. Forsley regarding the 40 foot easement across the parking lot;
 - Relocation of the pump station and sewer line to allow for two direction access, marina access or down harbor lane;
 - A 20ft. x 40ft. placeholder footprint has been added to the site plan; and
 - The approval process is anticipated to take at least 2 years.

2020 CAPITAL IMPROVEMENT PROJECTS

Building Repairs

- Ongoing.

Investigation and Spot Repairs in Collection System

- 3 manholes at Sea Road have been televised.

Sludge Storage Tanks

- Bids were received on November 5 and are being evaluated; and
- Both low bids were within budget.

Berm / Levee Certification

- The certification application is being prepared for FEMA submittal.

RBC Media Replacement & Stabilization

- Complete.

Tools

- Complete.

Building Repairs

- Complete

Replacement of a Section of Sewer at Maine Turnpike Authority Plaza

- Complete.

There being no further remarks or comments to come before the Board regarding this agenda item, Chairman **Price** moved back to **Agenda Item – (New Business) #5:**

Agenda Item – (New Business) #5: Purchase of Equipment for the Administrative Building

Assistant Manager **Gallant** opened a discussion regarding the Planned Usage of the Administration Building Account balance as detailed in Attachment #3 (Agenda Item Commentary) and Attachment #6 (Administrative Equipment Budget) of the December 1, 2020 Trustee's Packet. The following listed items were addressed:

- The current balance of the account is \$56,756;
- The revised list in Attachment #6 (Administrative Equipment Budget) was itemized; and
- The remaining Administrative Cash Balance totaled \$28,005.66.

Chairman **Price** asked if early payment on the bond was a possibility.

District Manager **Bolduc** replied in the negative, explaining that the remaining Administrative Cash Balance could be returned to the cash account and used to pay off the non-private SRF bond payments; but, it cannot be used to pay off private bond principal.

There being no further remarks or comments to come before the Board regarding this agenda item, Chairman **Price** asked for a motion.

A motion was made to accept the planned use of the cash balance of \$28,750.00 as presented with the balance to go back to the reserve fund.

MOVED: Oppert

SECONDED: Brockway

DISCUSSION: None

MODS: None

VOTE: Chairman **Price** voice vote, **affirmative**
Vice Chairman **Allenwood** voice vote, **affirmative**
Treasurer **Brockway** voice vote, **affirmative**
Clerk **Oppert** voice vote, **affirmative**
Trustee **Reim** voice vote, **affirmative**
5 in favor, 0 opposed; the motion carried.

Chairman **Price** moved ahead to agenda item **(Other Business) b:**

Agenda Item – (Other Business) b: Review of Personnel Policy Replacement

Chairman **Price** asked for a status of the Personnel Policy Replacement manual.

District Manager **Bolduc** provided the following update:

- All requested changes have been entered and sent to Betsy **Oulton**, HR Maine Consulting, for review; and
- The updated Personnel Policy Replacement manual will be avail for Board review at the next meeting.

Chairman **Price** asked if the Personnel Policy Replacement manual could be sent to the Board as soon as it is ready to avoid a massive reading assignment a few days prior to the meeting.

District Manager **Bolduc** agreed, adding that it should be ready to the Board by the end of the week.

Treasurer **Brockway** asked if the Personnel Policy Replacement manual will be made available to all employees as soon as it is Board approved.

District Manager **Bolduc** replied that there is an Administrative manual that provides additional details not included in the Personnel Policy manual and his intention was to not release the Personnel Policy Replacement manual until the Administrative manual was also updated; however, he could provide only the Personnel Policy manual to all employees as soon as it is approved, if the Board desires it.

Treasurer **Brockway** recommended asking Betsy **Oulton**, HR Maine Consulting, for her opinion of providing only the Personnel Policy manual, without the updated Administrative manual, to all employees as soon as it is approved.

District Manager **Bolduc** agreed.

There being no further remarks or comments to come before the Board regarding this agenda item, Chairman **Price** moved to the next agenda item.

Agenda Item – (Other Business) c: Verified Backup

District Manager **Bolduc** reported that the District’s consultant, CCD, Inc. conducted a verified backup restoration on a separate server during the month of November.

There being no further remarks or comments to come before the Board regarding this agenda item, Chairman **Price** moved to the next agenda item.

Agenda Item – Adjournment

Chairman **Price** asked for a motion to adjourn.

A motion was made to adjourn the meeting at recorded time 40 minutes, 21 seconds

MOVED: Oppert
SECONDED: Brockway
MODS: None
VOTE: Chairman **Price** voice vote, **affirmative**
Vice Chairman **Allenwood** voice vote, **affirmative**
Treasurer **Brockway** voice vote, **affirmative**
Clerk **Oppert** voice vote, **affirmative**
Trustee **Reim** voice vote, **affirmative**
5 in favor, 0 opposed; the motion carried.

Date Signed _____

James A. Oppert, Clerk _____

KSD Board of Trustee Monthly Meeting Action Items History List

<u>Request Date</u>	<u>Action Item</u>
Date	Agenda Item # __: Topic _____; Description _____.