



**Executive Board Meeting Minutes**  
**Thursday, December 1, 2011**  
**Teleconference**

1. **Call to Order:** Vice President D. Sterling called the meeting to order at 10:07 a.m. in the absence of the President. Present were:

Darryl Sterling	Vice President
Rodney Lynch	President
Tony Levesque	MCDA Member, Town of Fort Fairfield
Joella R. Theriault	Secretary
Gail Chase	Board Member, KVCOG
Dan LaPointe	MCDA Member, Town of Van Buren
Al Smith	MCDA Member, Town of Bath
Terry Stevens	Office of Community Development
Steve Dyer	Board Member, Ransom Environmental
Jeff Hewitt	MCDA Member, Town of Skowhegan
  
2. **Review of October 6, 2011 Meeting Minutes:** Moved by S. Dyer and seconded by A. Smith to approve the meeting minutes of October 6, 2011 as presented. Motion passed.
  
3. **Treasurer's Report:** Moved by T. Levesque and seconded by G. Chase to approve the financial report for the Ten Months Ending October 31, 2011 as presented (Attached). Motion passed.
  
4. **Discussion Items:** It is the consensus of all MCDA members that the low attendance at the MCDA sponsored workshops at the MMA Convention in October, 2011 was due to an assumption by many that the workshops were for MCDA members only. For this reason, MCDA may propose to present the workshops independent of MMA affiliation sometime in the Spring, 2012. Moved by T. Levesque to continue planning the workshops, but not to commit funds at this time; seconded by S. Dyer. Motion passed.

**Motion by T. Levesque and seconded by S. Dyer to ratify the previous votes of Items 2, 3, and 4. This was necessitated by the lack of a quorum earlier in the meeting. Motion passed.**<sup>1</sup>

5. **Report of Committees:**
  - i. **Professional Development:** This Committee is chaired by the Vice President, which is Darryl Sterling. Responsibilities include setting up training workshops, working with other organizations, and organizing workshops at the MMA Convention. D. Sterling will take the lead and begin working on the 2012 October Annual MMA Convention.

<sup>1</sup> At 10:15 a.m. President R. Lynch arrived and logged onto the teleconference call and conducted the remainder of the meeting.

- ii. Membership and Membership Renewal Letters: S. Dyer is the chair of the Membership Committee and reported that renewal letters and invoices were sent out on October 14, 2011. To date, there are 12 paid members and 23 unpaid members. A second e-mail to remind non-renewing members will be submitted this week. The membership goal for 2012 is 40.
- iii. Communication and New Newsletter: J. Theriault will work with S. Dyer to submit electronically a complimentary copy of the Annual Report and upcoming newsletter to all communities listed in the MMA Directory. A cover letter encouraging them to join MCDA will be attached to these materials. S. Dyer reported that there is a disconnect between the ListServe e-mails and the e-mail addresses of the MCDA representatives. T. Levesque will research and resolve this issue with MMA. For the upcoming newsletter, R. Lynch will submit a President's Message and bytes & pieces; Terry Stevens will submit an article regarding the appointment of the OCD Director; and J. Theriault will contact member communities to submit articles.
- iv. Advocacy: Chairman D. LaPointe requested assistance with prioritizing existing issues. MCDA members prioritized the following:
  - a. Priority #1 is the CDBG Program! D. LaPointe will personally visit each office of the legislative delegation regarding all federal funding, and particularly the CDBG program and will report at the next meeting.
  - b. #2 priority is the DEP Small Communities Program
  - c. #3 priority is State Bonds
  - d. #4 is USDA Rural Development
  - e. #5 is MSHA – Issue is with program delivery
  - f. #6 MDOT Quality Communities
  - g. #7 is the Economic Development Administration Program
  - h. #8 is the Renewable Energy and Efficiency Maine

Although the CDBG program in itself will be time consuming and is the focus of MCDA, all other priorities were listed in the case funding becomes available so that MCDA will be in a position to comment.

- 6. **CDBG Updates from DECD-OCD Staff:** The following is an update from DECD-OCD Office as presented by Terry Stevens.
  - a. CDBG Funding Status: It appears that the anticipated 18% decrease in the 2012 CDBG budget may be more in line with a 10% decrease. If this is the case, an additional \$900,000 may be available, which would be allocated to the Public Infrastructure Program.
  - b. OCD Director Appointment: Deborah Johnson has been appointed to the position of Director of Office of Community Development.
  - c. State Bonds: There are no bonds proposed at this time, and it is likely that there will be no bonds proposed for 2012.
  - d. Business Friendly Communities: OCD administration is currently developing a program for rewarding business friendly communities. Communities would apply for this designation.

**7. Committee Appointments:**

- a. MMA Affiliate Representative: Jim Gulnac, Immediate Past President has agreed to serve.
- b. MCDA Representative to the MMA Vendors meeting in the First Quarter of 2012: As a follow-up to the 2011 MMA Convention, affiliates will provide feedback to MMA. D. Sterling has agreed to serve. It was again noted, that MMA should be made aware of publicizing affiliate workshops as being open to everyone, not just MCDA members.
- c. MCDA Representative to the 2012 NNECAPA/MAP Conference Planning Committee to be held in Brunswick in September: R. Lynch will contact Matthew Eddy for appointment to this committee.
- d. COSCDA Liaison: This appointment was tabled. R. Lynch requested he be contacted if anyone is interested in serving as the liaison or as the alternate. The Liaison attends the national conference, but is not required to attend the regional meetings or the boot camp workshops. The Annual COSCDA Conference will be held in Gulfport, Mississippi the third week of September, 2012 (dates to be announced). The liaison is expected to attend the national conference. If he or she is unable to attend, then an alternate will attend.
- e. Nomination Committee: Al Smith was reappointed to serve as the Committee Chair.

**8. MMA-MCDA Agreement:** Motion by D. Sterling and seconded by T. Levesque to sign the agreement as presented. Motion passed. (Copy Attached)

**9. MCDA Representative to Serve as Primary Contact Person for MMA:** Motion by D. Sterling and seconded by G. Chase to designate MCDA President Rodney Lynch as the representative. Motion passed.

**10. MCDA Website:** J. Theriault submits all meeting minutes, newsletters, and annual reports to Jeri Holt of MMA who posts these articles on the website.

**11. MCDA Calendar for 2012:**

Date	Location
Friday, February 10, 2012	Teleconference
October 4, 2012	MMA Convention in Augusta

**12. Adjourn:** Meeting adjourned at 11:09 a.m.

Submitted by,

*Joella R. Theriault*

Joella R. Theriault  
Secretary

## ATTACHMENT A

**MAINE COMMUNITY DEVELOPMENT ASSN**  
 11/21/11 **Balance Sheet**

**October 31, 2011**

**ASSETS**

Current Assets

Checking Account 13,089

**TOTAL CURRENT ASSETS 13,089**

**LIABILITIES & FUND BALANCE**

Fund Balances

Unrestricted Fund Balance 13,089

Total Fund Balances 13,089

**TOTAL LIABILITIES & FUND 13,089**

**BALANCE**

11/21/11		MAINE COMMUNITY DEVELOPMENT ASSN						
Statement of Revenues and Expenses								
For the Ten Months Ending October 31, 2011								
		Actual					Prior Year Budget	
		Budget	Month	Y-T-D	% of Budget Realized/ Expended	Budget \$ Unrealized/ Unexpended	Month	Y-T-D
<b>REVENUES</b>								
40101	INTEREST INCOME	0	2	25	0%	(25)	2	26
40201	MEMBER DUES	0	800	3,850	0%	(3,850)	400	3,450
40702	OTHER TRAINING	0	0	5,000	0%	(5,000)	0	15,000
	<b>TOTAL REVENUES</b>	<b>0</b>	<b>802</b>	<b>8,875</b>	<b>0%</b>	<b>(8,875)</b>	<b>402</b>	<b>18,476</b>
<b>EXPENDITURES</b>								
50201	POSTAGE	0	7	38	0%	(38)	4	45
50203	PHOTOCOPIES	0	1	101	0%	(101)	8	20
50204	SUPPLIES	0	0	1	0%	(1)	0	4
50291	GENERAL MISCELLANEOUS	0	452	502	0%	(502)	1,200	1,364
50292	SEMINARS	0	0	3,000	0%	(3,000)	0	6,062
50411	CONTRACT SERVICES – MMA	0	147	1,469	0%	(1,469)	145	1,448
50501	TRAVEL – OFFICERS	0	0	0	0%	0	333	333
50502	COSCDA CONVENTION	0	0	0	0%	0	0	5,000
	<b>TOTAL EXPENDITURES</b>	<b>0</b>	<b>607</b>	<b>5,111</b>	<b>0%</b>	<b>(5,111)</b>	<b>1,690</b>	<b>14,276</b>
	<b>NET INCOME(LOSS)</b>	<b>0</b>	<b>195</b>	<b>3,764</b>	<b>0%</b>	<b>(3,764)</b>	<b>(1,288)</b>	<b>4,200</b>

**ADMINISTRATIVE SERVICES AGREEMENT  
BETWEEN  
MAINE COMMUNITY DEVELOPMENT ASSOCIATION  
AND  
THE MAINE MUNICIPAL ASSOCIATION**

The Maine Municipal Association, hereinafter MMA, agrees to provide to the **Maine Community Development Association**, hereinafter MCDA, the administrative and clerical support services listed below. In addition, this agreement entitles MCDA to use MMA's mailing address (60 Community Drive, Augusta, ME 04330) and telephone reception services in the execution of official MCDA business. This agreement further entitles MCDA to use MMA's internal meeting facilities, when available, to conduct regular meetings of the MCDA Board of Directors. The MMA Affiliate Services Liaison is the designated MMA contact person responsible for providing services under this agreement.

**I. General Administrative Services**

**A. Board Support**

MMA shall:

1. Advise and report to the MCDA President or the President's designated representative regarding all matters pertaining to the implementation of official MCDA Board business as specified in the MCDA By-Laws, if requested.
2. Format and distribute agendas and meeting materials for up to four (4) regular meetings of the MCDA Board of Directors. It shall be the responsibility of MCDA to provide the relevant content material to MMA no later than (10) business days prior to the scheduled meeting date.
3. Attend one (1) regular meetings of the Board of Directors, if requested. (NOTE: MMA will make every effort to staff these meetings. Occasionally, however, when conflicts or other obligations arise, it may not be possible to do so unless the meeting is rescheduled.)

**B. Membership Services**

1. Mail membership renewal invoices the second week of October annually and update member records.
2. Maintain a supply of membership materials.
3. Process dues payments.
4. Respond to or field member telephone inquiries regarding general membership.
5. Send out one (1) membership drive annually no later than April 30<sup>th</sup> of the membership year, upon request of the MCDA President.
6. Provide hosting services for MCDA website. MMA shall:
  - a) Provide space on MMA's web server.
  - b) Provide access to the site to designated individuals for maintenance and development.
  - c) Register MCDA's domain name and maintain the domain name contract and payments, including the provision of IP addresses and space on both primary and secondary Domain Name Servers, with a third party service provider.
  - d) Provide one (1) list serve for membership use.

MCDA shall:

- a) Create, provide and maintain the content on this web site.
- b) Accept responsibility for content and legality of material posted on this site.

- i. MCDA agrees to use the web site only for lawful purposes
  - ii. MCDA agrees that MMA has unlimited authority to access the web site at any time for any purpose, and that any or all content, records, or electronic communication of any kind may be subject to disclosure under Maine's Freedom of Access Law (1M.R.S.A. Sec. 401 et seq.) or the Federal Freedom of Information Act (5 USC 552 et seq.) and that MMA may disclose any content, records or electronic communication of any kind to satisfy any law, regulation or authorized governmental request.
- c) Accept responsibility for any increases or additions to the domain name fees that may be required by VeriSign or other service provider during the contract period.

#### **D. Accounting and Financial**

MMA will be responsible for the day-to-day financial management of MCDA in accordance with procedures followed by MMA. The MMA agrees as follows:

1. Maintain the MCDA checking and savings account.
2. Accounts Payable invoices will be sent to the active Treasurer of the MCDA on a regular (bi-weekly, or sooner) basis. MMA will fill out a check request form and attach it to the original invoice. MMA will then forward copies of the check request form and invoice to the active Treasurer. The active Treasurer will review and approve the check request form and return it, or a mutually agreed upon electronic approval form, promptly to the MMA. Payment of invoices will not commence until check requests have been approved by the MCDA Treasurer.
3. Prepare and send monthly financial reports to the MCDA Treasurer.
4. Prepare and file IRS Tax Forms 990 and 1099 on behalf of MCDA. The IRS Tax Forms 990 and 1099 will be signed and authorized by the MCDA Treasurer.
5. Provide monthly invoices for MMA expense and service reimbursements for approval by the MCDA Treasurer.
6. Prepare and file the annual Secretary of State 401C filing.

#### **E. Additional Services**

Service requests in addition to those delineated in this agreement will be provided on a time and expense basis, as provided under Section III, or on a negotiated fee basis, as may be mutually agreed by the parties. Additional services may include, but not be limited to, additional workshops or training sessions or meetings, newsletter publishing, or other projects beyond the scope of services provided under Section I (A-E).

#### **II. The MCDA agrees:**

- A. To designate an MCDA representative to serve as the primary contact person for MMA and to authorize this representative to act on behalf of the MCDA in providing guidance on routine matters which would not involve substantive changes in this agreement.
- B. That the obligations of MMA are limited to those services stipulated in Section I.
- C. That the MCDA Treasurer will:
  1. Approve all payment requests before submission to MMA for payment.
  2. Approve reimbursement to MMA upon receipt of billing as provided in Section I (D) above.

#### **III. Terms and Conditions**

A. This Purchase of Service Agreement shall be effective as of January 1, 2012 and shall remain in full force and effect until December 31, 2012. Should either party feel that the other party is not

living up to the terms of the contract, the contract may be canceled with sixty (60) days written notice to the other party.

B. It is understood by the parties that the MCDA membership list is the sole property of the MCDA. This list is not to be sold, used, or distributed without the express written consent of the MCDA. The only stipulation to this condition is that Maine Municipal Association is subject to the Freedom of Information Act and under certain circumstances might have to relinquish information which it has a custodial responsibility to maintain.

C. MMA supports the use of volunteers by the MCDA to further the purpose and goals of MCDA. MCDA expressly acknowledges that such volunteers are exclusively volunteers for MCDA, and MMA has no obligations or responsibilities regarding such volunteers. All MCDA volunteers shall receive their assignments and general direction from the MCDA President. MCDA agrees to hold MMA harmless for any and all work performed by any volunteer. MMA, in its sole discretion and notwithstanding anything to the contrary contained in this agreement, reserves the right to limit use of the MMA facilities for volunteer work.

D. The MCDA shall indemnify and hold the MMA, its employees and agents, harmless against any and all actions, proceedings, claims or demands and all costs, damages and expenses including defense costs and attorneys' fees which may arise by reason of any action or lawsuit taken or filed as a result of or in relation to any services provided by MMA pursuant to this agreement, except to the extent that such claims, demands, costs, expenses, liability or losses are caused by the negligent acts or omissions of the MMA, its employees or agents.

E. In the event both parties prior to the expiration of the current contract have not negotiated a contract, the parties hereto specifically agree that the present contract shall remain in full force and effect until a new agreement shall have been successfully negotiated. Payment shall remain the same until a new contract is negotiated. The first MMA invoice for services under a new contract will be retroactive to the effective date of that contract.

#### **IV. Financial Conditions**

A. MCDA will reimburse the MMA for items such as postage, supplies, staff expense, including mileage, hotel costs and meals, and other costs related to providing the services specified in Section I (A-E), above. Mileage will be reimbursed at the Federal allowable rate. Charges for Administrative Services and Executive Services as outlined in Section I (A-E) of this agreement will be in the amount of \$1,789.00 annually to be billed monthly (\$149.08/month). These charges include \$300 for website hosting. MMA staff is available to support the MCDA President and Membership during customary work hours which are defined as 8:00am-5:00pm EST Monday-Friday, excluding holidays observed by the MMA.

B. That staff charges for any additional service agreed to under Section I (E) will be billed at an hourly rate of \$50.00.

C. Travel Expenses for MMA Staff: When travel is required of an MMA employee for offsite meetings/trainings/workshops/marketing, the affiliate group will be billed monthly for travel expenses incurred, mileage and toll charges, overnight accommodations, and reasonable food and beverage charges. MCDA will reimburse MMA at the Federal allowable rate.

President, Maine Community Development Association Date  
Executive Director, Maine Municipal Association Date