

## AGENDA

- ITEM 1.** Call to Order
- ITEM 2.** Consideration of the December 5, 2011, Council Meeting Minutes
- ITEM 3.** Consideration of the Agenda
- ITEM 4.** New Business
  - a. Approval of Transfer of Forfeiture Assets
  - b. Discussion of Town Council Meeting Schedule
- ITEM 5.** Unfinished Business
  - a. Water District Trustee Appointment
- ITEM 6.** Additions by Council
- ITEM 7.** Manager's Report
- ITEM 8.** Comments from the Public
- ITEM 9.** Requests for Information and Town Council Comments
- ITEM 10.** Review of Town Warrants 13, 13A & 13B and Town Payroll 13
- ITEM 11.** Executive Session – To Deliberate Over An Abatement Pursuant to 36 M.R.S.A. 841 (2)
- ITEM 12.** Consideration of a Tax Abatement
- ITEM 13.** Adjournment

Joseph Friedman  
1 Veazie Villas  
852-0933

Jonathan Parker  
1149 Buck Hill Dr.  
947-4740

Brian Perkins  
1116 Chase Rd.  
942-2609

Tammy Olson  
5 Prouty Drive  
947-9624

David King  
1081 Main Street  
942-2376

## **AGENDA NOTES and MANAGER'S REPORT**

**For Monday, December 19, 2011 @ 7PM**

### **ITEM 4a: APPROVAL OF TRANSFER OF FORFEITURE ASSETS**

The accompanying documents from Assistant Attorney General Patrick C. Larson describe the process necessary to transfer forfeiture assets. Municipal Officers' approval of the transfer is required and, as noted in Mr. Larson's letter, there is no guaranty assets will actually be available until a final order has been issued by the Court. Police Chief Leonard will attend the meeting and will answer any questions the Councilors may have. If the Council is in agreement a suggested motion would be:

"Approve the transfer of fifty percent (50%) in the amount of Two Thousand, One Hundred Five Dollars and Fifty Cents (\$2,105.50) of the Defendant in Rem, or any portion thereof, pursuant to 15 M.R.S.A 582 (3) & 5826 (6) and authorize the Town Manager to execute all necessary documents on behalf of the Town of Veazie."

### **ITEM 4b: DISCUSSION OF TOWN COUNCIL MEETING SCHEDULE**

The next two regularly scheduled Council meetings, January 2 and January 16, 2012, are both holidays. The Council will need to decide how they wish to address this issue. I would also suggest the Council give consideration to changing the current meeting schedule from every other Monday to a set schedule, such as the first and third Monday's or second and fourth Monday's.

### **ITEM 5a: WATER DISTRICT TRUSTEE APPOINTMENT**

We have received a letter from Jim Parker (copy included) requesting that his name be withdrawn from consideration as a Water District Trustee. We have not received any other expressions of interest at this point.

### **ITEM 7: MANAGER'S REPORT**

- a: Copy of a letter from Susan O'Roak, Chairperson of the RSU #26 Finance Committee.
- b: Copy of a letter from Esther and Al Bushway regarding snowplowing.
- c: Copy of a letter of appreciation to Chief Leonard for his help with a PTO fund-raiser.
- d: Copy of the flyer mailed to Veazie residents pertaining to the financial situation of RSU 26 and advising of an opening on the Orono Veazie Water District Board of Trustees.
- e: Copies of the October 19<sup>th</sup> and September 14<sup>th</sup> Meeting Minutes for the Veazie Sewer District.

f: Copy of a letter from Penobscot County Treasurer, Daniel Tremble, referencing a reimbursement related to the dispatch consolidation with Bangor that was not approved by Bangor voters.

g: Copy of the signed employment agreement with Joe Hayes. I would suggest Councilors discard previous copies of the agreement or mark them as drafts to help avoid potential confusion in the future.

**ITEM 11: EXECUTIVE SESSION – TO DELIBERATE OVER AN ABATEMENT  
PURSUANT TO 36 M.R.S.A. 841(2)**

This item pertains to an application received for a property tax abatement by reason of infirmity or poverty. These abatements are provided for in the Statutes and must be considered by the Municipal Officers.

Included with the application is a copy of guidelines prepared by the Maine Municipal Association to help Municipal Officers with the review and decision making process. Section V on page 4 of the guidelines contains a suggested motion to go into Executive Session and a suggested motion to deny or approve an abatement once the Council has come out of Executive Session.

I have also included a copy of a letter to the applicant requesting additional information.

**PRESENT:** Chairman Friedman, Councilor Perkins, Councilor Parker, Councilor King and Councilor Olson, Acting Town Manager L. Varisco, Acting Town Clerk K. Morin, Office Administrator J. Reed, Fire Chief G. Martin, Police Chief M. Leonard, Public Works Director B. Stoyell, Members of the Public.

**ITEM 1.** The December 5, 2011 Veazie Town Council meeting was called to order at 7:00PM.

**ITEM 2. Consideration of the Minutes**  
Motion By: Councilor Olson—to accept the November 21, 2011 meeting minutes as written. Seconded: Councilor Parker, Voted 5-0 in favor.

**ITEM 3. Consideration of Agenda**  
There were no additions to the agenda.

**ITEM 4a. Water District Trustee Appointment**  
Water District Trustee Jim Parker was present to request re-appointment to the Orono-Veazie Water District Board of Trustees. He gave the Council an update on current events at the district including current litigation that is going on with the contractor who completed the water treatment plant upgrade. The contractor was late completing the plant upgrade and they are in litigation for some \$60,000-\$70,000. He also outlined the violation on drinking water standards regarding Trihalomethanes. The district tests on a quarterly basis and their July-September quarter showed that their system exceeded the standard or maximum containment level. Councilor Perkins was curious why the level wasn't reported and why it was reported as an average of four quarters. He'd like to know what the actual number was on the individual testing that came out high.

It was outlined that the Council has not been receiving the meeting minutes from the water district. Mr. Parker stated he would make sure they get them in the future. It was also outlined that the minutes were not detailed enough and did not contain pertinent information. Councilor Perkins stated that he had no idea about the problems with the upgrade until now.

Chairman Friedman stated that he had two residents ask him when the Town knew about the State wanting to put a tower on the water district's land. Mr. Parker outlined that the State had approached the district wanting to lease the land to put a tower. The district said that as long as it met the Town's requirements and they went through the approval process they did not have an issue with it. The district didn't feel it was their position to come down and second guess what the Town may or may not want. That is the Planning Board's position and ultimately the Council's position.

Chairman Friedman stated that he would like to invite Superintendent Dennis Cross to a January meeting.

Councilor Olson wondered whether Mr. Parker had the time to be on the district. She outlined that according to the minutes he has only been at two meetings in the last six months. Mr. Parker stated that he has been at more meetings than that.

Councilor Perkins stated that he had a problem with the lack of receiving minutes, lack of detail in the minutes and the lack of communication on the tower. He outlined that it feels like the Council hasn't been kept in the loop.

Motion By: Chairman Friedman—to appoint James Parker to Water District Trustee for a term of five years beginning January 1, 2012. No second, motion fails.

Councilor Perkins stated that he would like to see the opening advertised in the next newsletter. He outlined that the Town advertises all their other openings on boards. Chairman Friedman stated he would like a newsletter to go out with information on the RSU in it. Councilor Olson stated she would also like to send out information on the new assessments that are going on.

It was the consensus to advertise the opening and come back to the December 19<sup>th</sup> meeting to make a decision.

**ITEM 4b. Solid Waste and Recycling Collection Contract Extension**

Chairman Friedman outlined that the company has done an excellent job with very few complaints. He would like to see the Town go with a one year extension. Councilor Parker agreed and added that next year they could look around to see what other vendors there are.

Councilor Perkins inquired on how much is involved in negotiating prices and contracts. Interim Town Manager Varisco stated that it can be somewhat timely, anywhere from six to eight weeks, maybe more. Councilor Perkins stated that since the Council has a lot on its plate already, he agreed with the one year extension and looking at their options next year.

Motion By: Councilor King—to approve a one year contract extension with Waste Management beginning January 1, 2012 and ending December 31, 2012.

Seconded: Councilor Perkins, Voted 5-0 in favor.

**ITEM 5 Unfinished business**

Councilor Perkins inquired about a Boston Post Cane that is suppose to be delivered. Recreation Director Rob Young stated that he has the cane and plaque and will be delivering it this week.

**ITEM 6. Additions by Council**

There were no additions by the Council.

**ITEM 7. Manager's Report**

a. Suggested 2012-2013 Budget Preparation Schedule

**ITEM 8. Comments from the Public**

Member of the public Frank St. Louis stated that damage to the roads and curbing has been extremely high this year from the plowing. He outlined that the curbing on his yard is damaged as well as his lawn. Chairman Friedman stated that it was decided to keep a log of the damage and have it fixed in the spring. It doesn't make sense to fix it now. Frank St. Louis added that the plow driver also tore up a layer of tar on his driveway. Chairman Friedman stated that it will be taken care of.

Jim Parker outlined that the Town is paying more than it should to the RSU. He stated that he had taken former Manager Reed up to meet Jim Rier, Head of Finance and Operations at the Department of Education, and he went over the formula with him. Mr. Parker stated that Jim Rier had outlined that the formula was not prepared properly.

Chairman Friedman stated that he has been hearing more and more people wanting the Town to get out of the RSU. Mr. Parker outlined that legislature has been passed to allow Towns to do so without penalty.

Mr. Parker outlined that if he were manager he would sit down with Jim Rier and see what needs to be done to remedy it. He guessed it was anywhere from \$90,000 to \$120,000 that Veazie was paying in excess of what it should.

**ITEM 9. Requests for Information and Town Council Comments**

Councilor Parker stated that the contract with Lou Silver Inc. for plowing needs to be looked at to see if they are responsible for private property or just right of ways. The Council needs to know what it is promising to residents because they may have the public works crew out there fixing everything.

Chairman Friedman inquired whether the Town had Christmas lights to put on the bridge. Public Works Director Stoyell stated that they were old and broken and thrown away many years ago. Chairman Friedman also inquired on who picked up the flags in the cemetery. Director Stoyell stated it was his department.

Councilor Olson stated that the Council agenda was not being emailed out but it was being posted on the website. Acting Town Clerk Morin stated that she would contact the Town's website vendor, Virtual Town Hall, to see what the problem was.

**ITEM 10. Warrants:** Town Warrant 12 and Town Payroll 12 were circulated for signature.**ITEM 11. Executive Session – Pursuant to 1 M.R.S.A 6A to Discuss Employment Applications for Town Manager**

Motion By: Councilor Olson—to move into executive session pursuant to 1 M.R.S.A 6A to Discuss Employment Applications for Town Manager. Seconded: Councilor Parker, Voted 5-0 in favor.

Motion By: Councilor King—to close the executive session. Seconded:  
Councilor Parker, Voted 5-0 in favor.

**ITEM 12. Consideration of a Town Manager's Contract**

Motion By: Councilor Perkins—to approve the employment agreement dated December 5, 2011 providing for the hiring of Joseph E. Hayes as Town Manager and authorize the Town Council Chairman to sign the agreement on behalf of the Town of Veazie. Seconded: Councilor Olson, Voted 4-0-1. Councilor Parker abstained.

**ITEM 13. Adjournment:** Motion: King—to adjourn the December 5, 2011 Town Council Meeting. Seconded: Councilor Olson. There was no further discussion. Voted 5-0. Meeting adjourned 8:20pm.

*A true record, Attest:*



*Karen Morin  
Acting Town Clerk  
Town of Veazie*

RECEIVED  
11-30-11



ITEM # 42

REGIONAL OFFICES:  
84 HARLOW ST., 2ND FLOOR  
BANGOR, MAINE 04401  
TEL: (207) 941-3070  
FAX: (207) 941-3075

415 CONGRESS ST., STE. 301  
PORTLAND, MAINE 04101  
TEL: (207) 822-0260  
FAX: (207) 822-0259

14 ACCESS HIGHWAY, STE. 1  
CARIBOU, MAINE 04736  
TEL: (207) 496-3792  
FAX: (207) 496-3291

William J. Schneider  
ATTORNEY GENERAL

TEL: (207) 626-8800  
TTY: 1-800-577-6690

STATE OF MAINE  
OFFICE OF THE ATTORNEY GENERAL  
6 STATE HOUSE STATION  
AUGUSTA, MAINE 04333-0006

November 29, 2011

Larry Varisco, Acting Town Manager  
Town of Veazie  
1084 Main Street  
Veazie, Me 04401

RE: State of Maine v. Robert A. Coulombe  
Penobscot County Superior Court Doc. No. CR-2011-1822 - **Criminal**  
**Forfeiture**  
Required Vote of Municipal Officers/Approval of Transfer of Forfeiture Assets

Dear Mr. Varisco:

Enclosed please find a draft Approval form for submission to the municipal officers.

Please inform the municipal officers that:

- A. 15 M.R.S.A. §5824(3) requires that, before any forfeitable item may be transferred to a State Agency, County or Municipality, the municipal legislative body must publicly vote to accept the item(s) **if subsequently ordered forfeited by the Court;**
- B. Under Rules issued by the Department of the Attorney General, a public vote must be made on each forfeiture "approval" and a "continuing resolution" of approval cannot be accepted;
- C. As with all forfeitures, an approval of a transfer by the municipal legislative body does not guarantee either that the Defendant(s) *In Rem* will in fact be forfeited or, if forfeited, that the Court will order the item(s) transferred to the approving Department, Agency, County or Municipality. The municipal legislative body's approval only signifies that, if the Defendant(s) *In Rem* are in fact ordered forfeited and, if the Attorney General and the Court agree to a transfer of all or part of the Defendant(s) *In Rem* to a Department, Agency, County or Municipality based upon the "*substantial contribution*" of that Department, Agency, County or Municipality, then that entity is in fact, willing to accept the Defendant(s) *In Rem* or portions thereof. In order to streamline what is otherwise a cumbersome



forfeiture process, it is our practice to seek State, county or municipal approval in anticipation of the final order of forfeiture. However, final forfeiture is not guaranteed and both the municipal legislative body and the law enforcement agency involved are **cautioned** that they **should not encumber** funds or property until a Final Order granting them lawful title to the property is delivered to them;

- D. Under the provisions of the Forfeiture Statute, if the municipal legislative body fails to approve a transfer in a timely manner, any forfeited items shall be transferred to the State of Maine General Fund.

Assuming your municipal legislative body does grant its approval, kindly see to it that the accompanying form is signed by the appropriate person and is "embossed" with the seal of the municipality. Then, please return the **original** to me for filing, and retain a copy for your records.

My sincere thanks for your attention to this matter. Should you have any questions, please do not hesitate to contact me.

Very truly yours,



Patrick C. Larson  
Assistant Attorney General

Enclosure

STATE OF MAINE  
Penobscot, ss

SUPERIOR COURT  
Criminal Action  
Docket No. CR-2011-1822

STATE OF MAINE

v.

ROBERT A. COULOMBE,  
Defendant

and

\$4,211.00 U.S. Currency  
Defendant In Rem

}  
}  
}  
}  
}  
}  
}  
}  
}  
}  
}

**Municipality of Veazie**  
**Approval of Transfer**  
**15 M.R.S.A. §5824(3) &**  
**§5822(4)(A)**

NOW COMES the town of Veazie, Maine, by and through its municipal officers, and does hereby grant approval pursuant to 15 M.R.S.A. § 5824(3) & §5826(6) to the transfer of fifty percent (50%) of the above captioned Defendant in Rem, to wit, Two Thousand, One Hundred Five Dollars and Fifty Cents (\$2,105.50) in U.S. Currency or any portion thereof, on the grounds that the Veazie Police Department did make a substantial contribution to the investigation of this or a related criminal case.

WHEREFORE, the city of Veazie, Maine does hereby approve of the transfer of the Defendant in Rem, or any portion thereof, pursuant to 15 M.R.S.A. § 5824(3) & §5826(6) by vote of the Veazie municipal legislative body on or about

Dated: \_\_\_\_\_

\_\_\_\_\_  
Municipal Officer  
Veazie, Maine

(Impress municipal legislative body seal here)

ITEM # 52

RECEIVED  
12/7/2011

December 6, 2011

Joseph Friedman, Chairman  
Veazie Town Council  
Fletcher Municipal Building  
Veazie, Maine 04401

Re: Water District

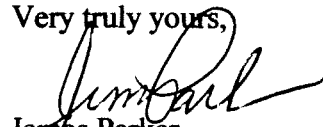
Dear Joe:

I appreciate your nomination for me to serve again on the Orono Veazie Water District .

It has been a pleasure to serve on the District since I was first appointed by manager Jim Finkle on behalf of the Veazie Board of Selectmen to Jim Wentworth on August 16, 1977.

At this time I would like to withdraw my name from consideration and wish the town the best in finding a new Trustee who can step in and serve the District . It is important this position is filled before the January meeting so Veazie will maintain strong representation on the District.

Very truly yours,

  
James Parker  
18 Silver Ridge

November 25, 2011

Mr. Joe Friedman, Chair  
Veazie Town Council  
1094 Main Street  
Veazie, Maine 04401-7013

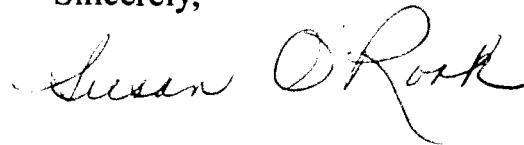
Dear Mr. Friedman:

On behalf of the RSU 26 Finance Committee, I want to sincerely thank you for giving us time on your agenda of November 21<sup>st</sup>. I know you were interested in an explanation of the Cost Sharing Formula and I hope that Mr. O'Connor's presentation was informative.

I wish the news I had to share with you from the finance committee had been more positive. However, we believe it is important to inform you early and honestly of the progress of our budget deliberations. I also want to stress that we are very concerned about the impact of budget reductions on the Veazie Community School. We will make every effort to mitigate both the tax impact and the impact to your school. Supt. Smith is available to answer any questions you may have and Travis Noyes, Lisa Buck and I would be happy to talk with you at any time as well.

Once again, thank you for your time. I look forward to working with you as we move into spring and finalization of our budget. Please convey to the other councilors our appreciation as well.

Sincerely,



Susan O'Roak  
Chair, Finance Committee  
RSU 26

ITEM # 7b

November 13, 2011

Lou Silver & Son, Inc.  
State Street  
Veazie, ME 04401

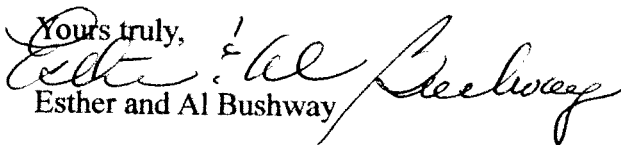
Dear Barney:

Al and I want to take this opportunity as winter approaches to express our thanks to your company for such a fine plowing job in Veazie last winter. We have never seen Route 2 plowed as well in the thirty-three years that we have lived in Veazie and traveled Route 2 to our respective jobs.

The extra snow removal on Arbor Drive to enable homeowners to better see when leaving their driveways was greatly appreciated. In addition, that snow removal provided more room for homeowners to put more snow from their driveways on their own banks. The job done at the beginning of Arbor Drive where it enters Route 2 made it much easier to enter Route 2 in a safe manner. This was the first year this has ever occurred.

Finally please commend your drivers, as I watched them maneuver around parked cars and people's garbage cans on our very narrow street. Frankly if I had been the plow truck driver, the above mentioned items would have been buried in the snowbank and found during the spring thaw.

Again, we want to say thank you to you and your employees for what I am sure is a difficult and thankless job.

Yours truly,  
  
Esther and Al Bushway

cc. Town Manger, Town of Veazie  
Town Councilors, Town of Veazie

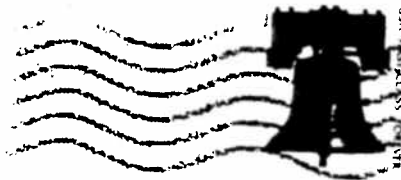
ITEM # 7C

Thank you so much for  
donating your time and police  
cruiser ☺ to help us raise money  
for our spaghetti supper and  
auction.

The Veazie PTO

Karen Roy - Co President  
Nicky Benjamin Co - President  
Paul Mason Treasurer  
Maggie Luxier *Carolene Baggins*

Veazie Community School  
1040 School Street  
Veazie, Me 04401



Mark Leonard  
Veazie Police Department  
1084 main street  
Veazie, Me. 04401





# Town of Veazie Newsletter

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## From the Veazie Town Council to the Residents of Veazie:

You are probably already aware, the news from RSU #26 is not good. Early projections for the 2012-2013 budget indicate there will be a shortfall in excess of \$1,900,000 which represents nearly 10% of the total budget. The Board of Directors is faced with some very difficult decisions.

There are two obvious options; cut expenditures or raise revenues. To fund a deficit of the size the RSU is facing, with cuts alone, would require significant reductions in programs and personnel. To fund the deficit with taxes alone, would mean a potential 2 mil increase for each of the three communities in the RSU.

## The Town Council urges all residents to become involved in this important issue.

The RSU will be holding meetings during the coming weeks and it is vital that your voice and opinions are heard. Meetings scheduled for December include:

Finance Committee Meeting – December 12, 2011 – Orono High School – 4:00PM

Board of Directors Meeting – December 14, 2011 – Veazie School – 7:00PM

Finance Committee Meeting – December 19, 2011 – Orono High School – 4:00PM

Your questions and comments can also be addressed to Veazie's representatives on the RSU Board of Directors:

Chris Dalton: 942-0929 – [cdalton410@myfairpoint.net](mailto:cdalton410@myfairpoint.net)

Julia Hathaway: 990-1313 – [beaniebabylover@gmail.com](mailto:beaniebabylover@gmail.com)

Travis Noyes: 356-9707 – [tnoyes@riversidersu.org](mailto:tnoyes@riversidersu.org)

**RSU #26 NEEDS YOUR INPUT - PLEASE PARTICIPATE**

The Town is always looking for community minded residents who are willing to serve on various boards and committees. If you would like to become involved, please come in or call the Town Office at 947-2781.

THERE IS CURRENTLY AN OPENING FOR A REPRESENTATIVE FROM

VEAZIE ON THE ORONO VEAZIE WATER DISTRICT BOARD OF

TRUSTEES FOR A FIVE YEAR TERM BEGINNING JANUARY 1, 2012

Town of Veazie  
Municipal Building  
1084 Main Street  
Veazie, ME 04401

Pre-sort Standard  
ECR-WSS CAR-RT  
SORT  
U.S. POSTAGE PAID  
BANGOR, MAINE  
PERMIT NO. 103

POSTAL CUSTOMER  
VEAZIE, MAINE 04401

ITEM # 7d



**VEAZIE SEWER DISTRICT  
SEPTEMBER 14, 2011 – MINUTES  
6:30 P.M.**

Attended by: Chair Esther Bushway, Trustees Gary Brown and Rob Tomilson, Supt. Gary Brooks, Tammy Olson, and members of the public.

- 1) Call Meeting to Order – Esther called the meeting to order at 6:35 p.m.
- 2) Consider Meeting Minutes of July 13, 2011 – Rob moved to accept the minutes of July 13, 2011 as written; Gary seconded. Vote 3-0, passes.
- 3) Review Agenda – Rob asked to add benchmarking data to the agenda; it was added as part of Other Business.
- 4) Delinquent Update – Tammy reported that she sent out 32 postcard reminders for ratepayers that had not yet paid their current quarterly bill. The average number of postcards typically sent per quarter is 25 to 40, so 32 is an average amount. Tammy also went over the delinquent list, pointing out the accounts that would be receiving warning letters shortly, those that had recently received warning letters and Notices of Debt, those that had liens filed on them, and those that had special circumstances.
- 5) Treatment of Confidential Information – Attorney Tom Brown stated that the District is dealing primarily with the public's business, so very little is confidential and excepted under the Freedom of Access Act. Occasionally there are items that require confidential treatment when dealing with employees, or when there is threatened or contemplated litigation, or indication that there might be an issue. With items related to litigation, the idea is to take it up with the full Board so they can decide how to address it before the item is taken to the public. Rob asked if Mr. Brown worked for the Trustees or the District staff. Mr. Brown stated that he worked for the Trustees. Mr. Brown then briefly explained the boundaries, and Esther added that the Trustees would begin discussing that tonight under Other Business. Rob stated that he knows there is a ratepayer in Orono – it was brought to his attention – and that it seemed clear that was outside of the District. He wondered how that was handled. Rob stated that he happened to have an engineering drawing based on the 1951 drawing of Chase Road as it related to the Bangor town line. He added that it hasn't been physically surveyed but is a computer simulation. Rob asked about assessment charges for the client in Orono, and Supt. Brooks explained the history of that property and the agreement made with the Trustees around 1987-1988. Mr. Brown stated that the charter could be changed to include the power to serve outside of the district.
- 6) Executive Session, 1 M.R.S.A. § 405 (6) (E) – Consultation with District Attorney on Pending or Contemplated Litigation – Gary moved to move into Executive Session under 1 M.R.S.A. § 405 (6) (E) – Consultation with District Attorney on Pending or Contemplated Litigation; Rob seconded. Vote 3-0, passes at 6:57. Gary moved to leave Executive Session and return to Public Session; Rob seconded. Vote 3-0, passes at 8:21.

- 7) Superintendent's Report – a) The plant is running great. We had very few problems with Tropical Storm Irene. The wind blew down a couple of trees. We received 2 inches of rain and a high water alarm. Supt. Brooks came in at 8 p.m. on Sunday. b) On July 1<sup>st</sup>, the first bills with the new rate went out. To date we have received one customer call, and that customer paid his bill the next day. Supt. Brooks believes that we did a good job informing people about the rate increase beginning with the January 1<sup>st</sup> mailing and following that with two or three other mailings. c) The office computer has been upgraded. Tammy was using an 8-year-old computer. Supt. Brooks' old desktop was given a new motherboard, processor, etc. for a total cost of about \$150. The builder will not be charging us for the work, so we will compensate him with something. d) One baffle in the first lagoon has a rip in the top. We sent photos to the divers that inspect the baffle and repair the floats on top. e) We have been pulling and cleaning diffusers as reported last month. We purchased several 1-meter sleeves and cut them in half when we needed 1/2-meter sleeves. We replaced ropes and buoys. The work has been completed. This was last done about five years ago. f) A couple of weeks ago Bangor Hydro was doing some line work at the County Road pump station and we needed to cut the power. We brought our generator down and it ran for approximately eight hours. This was a good test for the generator. g) We have been talking about a transformer at the Buck Hill pump station for a while. Supt. Brooks explained the necessity of a transformer. That job was completed a couple of weeks ago, and we are now able to run both pumps from the generator if necessary. h) Supt. Brooks explained a sewer service issue on Davis Drive. He explained how we are responsible from the property line up to and including the sewer main. In most other communities, the homeowner is responsible to the sewer main. He believes our policy is better, but it does make it more difficult to determine who has the responsibility for fixing problems. We worked with the Davis Drive property owner to fix the issue, and we have not heard back from him. i) We have done some cleaning and camera work in the village area. We are working on a video library of the collections system per an EPA requirement. j) We worked with the Town of Veazie Public Works department a couple of times last month. Supt. Brooks explained that they used our one-ton truck one afternoon, they came and chipped wood for us after Tropical Storm Irene, and that they borrowed our air compressor. k) Today we received a hand-delivered check from Maine Municipal Association for \$849, representing our dividend check for workers compensation and property casualty insurance. Esther asked if there were any questions for Gary; Rob commented that he supports giving something to the computer builder but to make sure that we document it with a 1099. Esther and Supt. Brooks stated that the compensation would likely be a gift card, and Supt. Brooks said we would run it by our accountant. Rob stated that at one of the companies he works for, if you are given a plaque you get a 1099 for the value of that plaque.
- 8) Other Business – a) Mr. Brown stated that we could draft and act to expand the territory of the Veazie Sewer District. Esther asked if we wanted to go west of the interstate; Rob stated that he did not. After further discussion, the Trustees agreed they did not want to go west of the interstate. Rob asked if we needed to survey the boundaries, or just write legislation to change the boundaries. There was discussion on getting the bill in before cloture on September 30<sup>th</sup>. Esther and Supt. Brooks do not want to rush the process, since other changes may need to be made to the charter as well. Rob added that he would like to change the Trustee election procedure in the charter. He wants it to mirror the town

council and school board elections with papers taken out and all-day voting. Member of the Public Chris Dalton wanted to know if the legitimacy of Trustees could be questioned because voters might not have been in the District. Tammy explained that we check off voters on the Town's voter registration list at our annual meetings. Chris Dalton asked if we check off who is within the District boundaries, and Esther said we could go back and do that if it is called into question. Tammy pointed out that all election processes are different; for example, Veazie residents do not get to nominate or vote for Orono-Veazie Water District Trustees as they are appointed by the Veazie Town Council. Supt. Brooks stated that we should talk to the Town about the expense involved in holding a special election. Mr. Brown added that if the District goes for a big overhaul of their charter, then the legislature has to spend more time on it. He added there is a statute that states that to extend the boundaries of the District, the residents in the District need to vote on it. The boundaries are needed before that vote. b) Rob presented his benchmarking data. He began with the 2010 Maine Municipal Salary Survey. He stated that he asked about benchmarking data at the July 13<sup>th</sup> meeting, adding that it is very common in the private industry. He said that at the meeting, he was told that no benchmarking data existed. He broke down his path of investigation. First, he said he established the current cost structure. Then he went to the 2010 MMA Salary Survey to look at towns with a population of 5,000 or less. He then looked at ways to run a plant more efficiently, adding that it is very common to outsource the operation of an existing plant, pointing to Orrington, Boston, and Mattawamkeag as examples. Another idea that was thrown at him was outsourcing the entire treatment of the wastewater – shutting down and abandoning this plant and paying someone to treat the water. Esther stated that we would still have to pay for this plant. Rob said yes, and that's why he didn't come up with the idea. He thought with all the capital sunk in here, it would never make sense. He went over a graph based on annual reports including salaries and expenses. He pointed out that it does not include capital payments and money going into reserve accounts, just consumable costs. He stated that from 2002-2010, operation costs have remained stable while salary costs have increased. Supt. Brooks stated that after the upgrade, we needed to add an additional employee. Of the \$1.7 million upgrade, a lot of that went into mechanical equipment that required more maintenance. We added a part-time employee at first, but then realized that was not enough. Esther explained the wage scale that the Trustees put in place. Prior to that, there was not a professional wage scale and employees may have been underpaid. The pay scale, including COLA and step increases, was discussed. Rob's next graph projected to 2019, assuming the same trend for operational and employee costs. Supt. Brooks explained that some employees are at the top of the pay scale and would no longer be receiving step increases. Mr. Brown stated that the dollar devalues by half every ten years, and member of the public Jon Parker asked why operation costs have not doubled. Supt. Brooks explained the maintenance that is done in-house rather than being sent out, and that enables the District to save a lot of money. Esther said that without the people we have, we would be outsourcing a lot of work. Rob then compared current District wages to those in the 2010 MMA Salary Survey. He provided graphs of all District positions ranked in terms of population, and pointed out where the salaries of the District employees landed on the scales. Esther said she would like to see what licenses the operators in the survey held, and Supt. Brooks added that a lot more than that should be considered. Job descriptions were briefly discussed, and Tammy pointed out that many Districts outsource work that is done in-house here, such as vehicle repairs and

IT work. Jon Parker suggested that some of our labor costs could be moved to operational costs to bring everything back in balance. Rob concluded by stating that if the District dropped employees to the 2010 MMA Salary Survey salaries, the District would save approximately \$58,000 in labor costs, plus savings in payroll taxes and benefits. Next, Rob discussed contact operations. He talked to Woodard & Curran. They do contact operations for Boston and Orrington, possibly Norridgewock, and dozens of other plants. Under this scenario, the District would hire an outside firm to run the plant. These are fixed price contracts, typically in the 5- to 20-year range. Typically these firms are responsible for all aspects: collections, treatment, permit compliance, fines, and billing. Rob said the estimated savings at \$80,000-\$100,000 per year. These savings would be guaranteed as the prices are fixed. Supt. Brooks stated that Frank Woodard told him that contract operations usually see the biggest savings in chemical costs and power, and that there would be no savings here. Rob stated that all costs are fixed; for example, if the engineering firm discovered they needed two more employees, the firm would be responsible for that expense. Member of the public Todd Lynch asked Rob who he spoke to at Woodard & Curran, and Rob said Brent somebody. The next option was to shut down this plant and ship the wastewater to a neighboring town. He provided a few examples, including Hampden. He said that the EPA and DEP looks very, very favorable on this approach and that there are many grants for funding connections and tie-ins. He spoke to the superintendent in Bangor, who told him that Bangor is designed for 18 million gallons of wastewater per day. Veazie would be about 2% of their flow. If Veazie entered into an agreement similar to Hampden, treatment would cost about \$101,000. Rob then summarized the options he presented with projections. Esther stated that he was not figuring in paying off this plant, and Rob said that in any of these cases he was not. Esther then asked Rob for job descriptions of other districts used for comparisons. Rob then said that his recommended path forward was to hire an engineering consulting firm to perform an in-depth analysis of current costs and opportunities for savings. Esther said that we needed to take a look at the data, such as license grades, job descriptions, and pay scale caps, as well as looking at actual sewer districts. Rob said he would like to survey all lagoon plants in the state and get their job descriptions and salaries. Esther said that at this point, she does not want to pay for engineering consulting. Rob said that engineering firms would respond to a non-binding RFQ and that we would not have to pay for that. Rob asked if there was unwillingness with the Trustees to pursue these matters, and Esther said there was not and that Rob could keep going by collecting the additional data talked about in this meeting. c) Rob stated that he was asked by several citizens about the District's policy on personal use of District equipment. Supt. Brooks asked him to define equipment, and Rob said vehicles. Esther said that we have had this question before. It is allowed because the superintendent is on call 24/7/365. Rob said they also asked about using the District vehicle to plow snow in employee driveways, and Esther said the Trustees allow that. Rob asked if personal use miles are logged for IRS compliance. Member of the public Bill Reed stated that there are only two exemptions in the state of Maine for personal use of vehicles, and that's police and fire. Anything else is a taxable benefit. Esther stated that those miles could be tracked. d) Rob stated that he would be out of town the entire week of the next scheduled meeting. Esther said that we could accommodate changing it to the week before or the week after, and Supt. Brooks asked if we could check a calendar first. e) Member of the public Chris Dalton asked if Mr. Brown was finished with his discussion on confidentiality. He asked if items considered

confidential would go to the chair until they could have a meeting, and Mr. Brown said that was the standard approach. Chris Dalton asked if any other Trustee who Mr. Brown worked for asked for confidential documents or something that has been stamped confidential or deemed or knighted confidential by someone, are they not entitled to that information? Mr. Brown said they are, as it would be on the agenda for the next meeting. Esther asked Chris Dalton if his question was answered, and he said yes. f) Rob submitted his Certificate of Completion of Freedom of Access Training to Tammy. g) Member of the public Bill Reed asked why a person has to fill out an application under the Freedom of Information Act. Supt. Brooks stated that we request that a request form be filled out. Member of the public Chris Dalton asked if that was required, and Supt. Brooks said that would be against the law. Bill Reed then asked why there was hesitation on a verbal request, and Mr. Brown stated that written requests help prevent them from getting lost in translation. Mr. Brown explained the District's policy, and how helpful written requests are in fulfilling them. Bill Reed asked about email requests, and Supt. Brooks stated that we were advised against using email because computers can crash. Mr. Brown added that emails are not the preferred method of communication. Bill Reed stated that he had wanted clarification because he was talking with several people. Member of the public Jon Parker asked if he would need to fill out a form to get a copy of the District attorney's opinion on the sewer assessment. Esther stated that the opinion is still being kept confidential to protect the District. Bill Reed asked what the pending litigation was, and Mr. Brown stated that the town has a legal opinion, we looked at it, have classified it as pending or threatened or potential litigation, and are treating it accordingly. Jon Parker stated that it seems to him that there is something to hide. Mr. Brown stated that the town has a Board, and that this Board wants to hear from the town's Board. Member of the public Chris Dalton asked if every Trustee had the information, and Mr. Brown said that they did. He then asked if any Trustee could disseminate that information, and Esther said not if it is marked Confidential – Attorney-Client Privilege. Mr. Brown said that each Trustee has the duty to go with the decisions of the Board. Chris Dalton asked if the Board voted in Executive Session to make that document confidential and not to share it with anybody, and Mr. Brown said that a determination was made. Chris Dalton asked if everyone agreed, and Mr. Brown said that that is confidential. Jon Parker asked if a ratepayer could get that document, and Mr. Brown said no, it is marked Attorney-Client Privilege. Esther added that if we hear from the Town Council Chair, we are willing to meet and talk this over. Jon Parker asked if the Trustees would approach the Council or if the Council needed to approach the Trustees. Bill Reed stated that there was a consensus at the last meeting to pursue this issue. Member of the public Brian Perkins stated that as a Council member, he is not going to make any decisions or make any opinions known because this is not his meeting, he is only here to observe and listen. Jon Parker stated that the Trustees are assuming there is pending litigation but no one has approached them. Mr. Brown stated that we have already heard from the former town manager's attorney. Rob asked if we have heard from the former town manager's attorney or the current town attorney. Mr. Brown said the request for the legal opinion was made by the former town manager. He was not, as Mr. Brown understands it, operating under a request from the Town Council. The Trustees decided that they should contact the town council. Rob moved that the Trustees contact the Town Council to discuss pending litigation issues, Gary seconded. Vote 3-0, passes. Esther stated that she would contact Chairman Friedman.

- 9) Adjournment – Rob moved to adjourn, Gary seconded. Vote 3-0, passes at 10:05.

NEXT MEETING: OCTOBER 12, 2011 AT 6:30 PM

Minutes approved October 19, 2011, by a vote of 3-0.

Gary Brown, Secretary. 10/19/11

# **VEAZIE SEWER DISTRICT**

34 HOBSON AVENUE

VEAZIE, MAINE 04401

207-942-1536

## **VEAZIE SEWER DISTRICT OCTOBER 19, 2011 – MINUTES 6:30 P.M.**

Attended by: Chair Esther Bushway, Trustees Gary Brown and Rob Tomilson, Supt. Gary Brooks, Tammy Olson, and members of the public.

- 1) Call Meeting to Order – Esther called the meeting to order at 6:30 p.m.
- 2) Consider Meeting Minutes of September 14, 2011– Rob moved to accept the minutes of September 14, 2011 as written; Gary seconded. Vote 3-0, passes.
- 3) Review Agenda – There were no changes to the agenda.
- 4) Lien Update – Tammy reported that the District currently owns four properties formerly owned by Clyde and Ekaterine Crowe. The liens on the properties matured on October 9, 2011. Tammy then reviewed the timeline for the lien process. The liens that have matured are for the Crowes' 3rd quarter 2009 sewer bill. That bill was sent October 1, 2009, due November 1, 2009, and considered overdue on February 1, 2010. Warning letters were sent out in February 2010, Notices of Debt were sent in March 2010, and the liens were filed on April 9, 2010. Liens mature in 18 months, and the District's liens foreclose automatically. We are not required to send out a 30-day notice before the maturity date, but we do. Those notices were sent to the Crowes prior to these liens maturing. Esther asked if they were sent by certified mail, and Tammy said that all notices are sent by certified mail. Tammy then explained that if they came in before the lien matured, they would only have to pay the amount of that lien plus the fees. When a lien matures, we sent another notice by certified mail giving them 30 days to pay the entire balance. Those notices have been sent to the Crowes with a deadline for payment of November 9, 2011. The location of the properties and history of payments were discussed, including the Town's previously matured liens. Rob asked if selling the properties was a 30-day or 90-day process, and the fact that there was no set timeline was discussed. Rob also asked about collecting the rent paid on those properties, and the Trustees agreed to wait until November 9th. Supt. Brooks said that he met with Interim Town Manager Larry Varisco and informed him about the maturing liens and history of the properties. Tammy added that we have liability insurance on the properties.
- 5) Superintendent's Report – a) The facility is running well. b) Supt. Brooks distributed photos of the auger monster. On the auger portion, there is a brush that works on the screen. This brush needed to be replaced and we had one on-site. Supt. Brooks pointed out a tear in the stainless steel screen. Supt. Brooks described how the auger and screen work. This work was just completed yesterday, so we don't yet have prices for a new screen. Rob asked about the location and size of the tear, and Supt. Brooks stated that the tear was about 2/3 of the way up and about 8 to 12 inches long. The work was done in-house and the auger monster was only out of service about 6 to 7 hours. c) The baffle inspection report was included in the packets along with the cost to replace the baffles. Rob asked if the baffles were repairable, and Supt. Brooks said that JPS had already repaired what they could. d) We rebuilt two manholes on Oak Grove. They were old,

brick manholes that were caving in. We also lowered a manhole on Buck Hill. Supt. Brooks stated that the road had settled quite a bit. Rob said that a few years ago, Barney Silver lowered the sewer manholes or the storm water drains. Supt. Brooks said it must have been storm water drains since we do our own sewer manholes. e) In the spring we talked about re-shingling the garage. We received three written and one verbal quote in the amounts of \$2,075, \$2,475, and \$2,100. One estimate for leaving the shingles was \$1,575. Metal roofing had two estimates at \$2,500 and one for \$2,725. The plan is to do it in-house with 25-year shingles for \$800-\$1,000. Esther asked if that including disposing of the existing shingles, and Supt. Brooks said yes. He added that the work won't show up as an expense but as wages. Rob asked if we had the proper safety gear and Supt. Brooks said yes. The Trustees agreed to do the work in-house.

- 6) Other Business – a) Esther spoke with Town Council Chair Joe Friedman today. On Monday, November 7th the Trustees may meet in executive session with the Council. Prior to that date, the District's attorneys plan to meet with the Town's attorney. The Trustees will be notified as to whether or not they need to attend the November 7th meeting. b) Supt. Brooks pointed out that the Trustees received copies of our most recent DEP inspection. c) Esther said that after reviewing the benchmarking data, she went to Bangor to discuss the option of sending out wastewater to them. She said that Rob's presentation did not include capital outlay. The District would have to purchase capacity at a cost of approximately \$1 million. Whether or not we would be allowed to purchase the capacity would be up to the Bangor City Council, not the plant. We would have to install a pump station with a 12" main that would have to go under the railroad tracks. There also is an issue with the Penobscot East Intersector, which is a sewer pipe that runs behind the hospital that is near capacity and has major inflow/infiltration issues. We would have to replace that to ship our wastewater to Bangor, which could cost several million dollars. The Bangor plant also noted that there was not much grant money for these projects, and that the DEP would not approve this until the Intersector was replaced. Bangor would maintain the pump station for a fee, but Veazie would be responsible for maintaining the collection system. Veazie would also be responsible for fines. Bangor would send us a bill for our share of all upgrades to their plant. Hampden recently received one for \$68,000 when Bangor replaced its heating system. Currently, Veazie residents pay \$100 a year for debt retirement; Esther estimates that shipping the wastewater to Bangor would increase that debt retirement to \$1,000 a year. She also spoke with Tanya Hovell and Clarissa Trasko at the DEP. d) There was some additional discussion on the Crowe properties.

- 7) Adjournment – Rob moved to adjourn, Gary seconded. Vote 3-0, passes at 7:22.

NEXT MEETING: NOVEMBER 9, 2011 AT 6:30 PM

Minutes approved November 9, 2011, by a vote of 2-0.

Gary Brown, Secretary. 11/9/11



ITEM # 7F

STATE OF MAINE  
COUNTY OF PENOBSBOT  
COURT OF COUNTY COMMISSIONERS

THOMAS J. DAVIS  
PETER K. BALDACCI  
STEPHEN S. STANLEY

William Collins, County Administrator



BANGOR, MAINE  
(207) 942-8535

COURTHOUSE

97 Hammond Street - Bangor, Maine 04401-4998

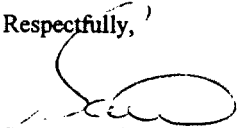
November 30th, 2011

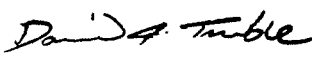
Municipal Officials:

I am enclosing a check with this letter for your municipalities' portion of the amount related to the dispatch consolidation with the City of Bangor. As you are aware, the 2011 budget included expenditures related to this item. Last November when the budget committee met with the County Commissioners to review the 2011 budget, it was pledged by the County Commissioners to return any unused funds in relation to the consolidation back to the municipalities. This check represents the upholding of that promise by the County Commissioners and we are happy to be sending you this check.

If you have any questions or concerns, please feel free to contact me. Thank you for your cooperation and patience during this process.

Respectfully,

  
Scott A. Adkins, Finance Director  
Penobscot County

  
Daniel Tremble, County Treasurer  
Penobscot County

COUNTY OF PENOBSBOT

051980

-- A/P CHECK -- DATE 12/01/11

	PAYEE: 3339 TOWN OF VEAZIE		CHECK	51980
WRNT	DESCRIPTION-----	REFERENCE-----	CREDIT	-DISC-
0095	2011 REIMBURSEMENT	2011 REIMBURSED	0.00	0.00
				-AMOUNT-
				9,612.21

Penobscot  
County

AMOUNT- \*\*\*\*\*9,612.21

## EMPLOYMENT AGREEMENT

This Agreement is made and entered into as of the 5<sup>th</sup> day of December, 2011, by and between the Town of Veazie, a municipal corporation duly organized and existing under the laws of the State of Maine (hereinafter "Town"), and Joseph E. Hayes (hereinafter "Town Manager").

### WITNESSETH:

WHEREAS, Town's Town Council desires to employ the services of said Joseph E. Hayes as Town Manager of the Town of Veazie for a period of two years; and

WHEREAS, it is the desire of the Council to provide certain benefits, establish certain conditions of employment and set certain working conditions of said Town Manager; and

WHEREAS, Joseph E. Hayes desires employment as the Town Manager for a period of two years.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, the parties hereto agree as follows:

#### Section 1. Duties.

The Town hereby agrees to employ said Joseph E. Hayes as the Town Manager of said Town to perform the functions and duties set forth in the Town Charter, Town Ordinances and other applicable laws and ordinances, and to perform such other legally permissible and proper duties and functions as the Council shall from time to time assign. Pursuant to the Town Charter, the Town Manager shall also serve as the Treasurer, Tax Collector, Road Commissioner, Overseer of the Poor, Personnel Director and Budget Officer. The Town Manager shall also serve as the Town Clerk, Health Officer, Motor Vehicle Agent, Safety Officer, NIMS Compliance Officer and CDBG Program Administrator. The Town Manager agrees to faithfully perform his duties and functions to the best of his ability.

#### Section 2. Term.

A. The term of this Agreement shall commence on January 1, 2012 and shall continue until December 31, 2013, however the first six (6) months of employment shall serve as a probationary period during which the Town Manager or the Town may decide to terminate this Agreement at their absolute discretion.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Council to remove or suspend the Town Manager from office pursuant to Section 00.03 of the Town Charter, or such authority as may be in effect at the time of any such suspension or removal. For the purposes of this Agreement, the parties agree that "just cause" shall include, but not be limited to, the following:

1. Failure to carry out Council directives and policies in a timely manner.
2. Habitual tardiness or absence from work.
3. Incompetence or inefficiency in the performance of the duties of Town Manager, including, but not limited to:
  - a. Failure to provide adequate leadership, motivation, and supervision of Town employees;
  - b. Failure to deal effectively and courteously with employees, elected and appointed officials or boards, and members of the public;
  - c. Failure to provide adequate and timely reports of activities to the Town Council;
  - d. Exercise of poor judgment in the conduct of Town affairs;
  - e. Inadequate or imprudent management of the Town's financial affairs;
  - f. Failure to exercise due care in the maintenance and care of Town property; and
  - g. Violation of Town rules, regulations, and ordinances, or the failure to carry out the same in an effective and timely manner.
4. Conduct which reflects unfavorably upon the Town or the position of Town Manager, whether such conduct occurs on or off the job, it being understood and agreed that the position of Town Manager is essential to the proper administration of the Town government and that the integrity, trustworthiness, and the public's acceptance of the individual filling the position is of utmost importance.
5. Conviction of a serious crime.

C. In the event that the Town Manager is removed from office, other than during the probationary period, the Town shall pay the Town Manager his salary, and shall provide the Town Manager with his benefits, for a period of two months after the effective date of the removal from office.

D. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Town Manager to resign at any time from his position with the Town. Provided, however, that in the event of resignation without a prior 60-day written notice, the Town Manager shall forfeit accumulated sick leave and vacation.

E. In the event that either party does not desire to enter into a successor employment agreement upon the expiration of this Agreement, the respective party shall give the other party

written notice to that effect at least 30 days prior to the expiration of this Agreement. It is expressly understood and agreed, however, that failure to give said notice shall not be construed as an automatic renewal of this Agreement.

### Section 3. Performance Evaluation.

The Council and the Town Manager shall meet periodically to establish goals and to provide opportunities to discuss Council-Manager relationships and the performance of the Town Manager.

### Section 4. Salary and Fringe Benefits,

A. The Town Manager's annual gross salary shall be \$50,000.00, payable at the same time and in the same manner as other employees of the Town. The Town Council agrees to review the Town Manager's salary at the end of the probationary period.

B. The Town Manager shall accrue and receive vacation in accordance with the Town's Personnel Policy.

C. The Town shall pay the premiums for the group health and dental family plan currently in effect for Town employees, or provide the Town Manager with a fixed contribution determined by the Town Council in lieu of participation in the Town's health and/or dental plan.

D. The Town shall provide life insurance for the Town Manager equal to his annual salary and disability insurance based on 70% of the of his annual salary.

E. The Town Manager shall receive the same paid holidays as afforded to other Town employees.

F. The parties acknowledge that the Town Manager position is a salaried position which requires that the Town Manager work hours outside of normal office hours in the performance of his duties. The Town Manager agrees that he will not be eligible for compensatory time or overtime pay for these hours. However, the Council agrees that the Town Manager may take occasional time off during normal office hours, as long as the office is sufficiently staffed during any such period. The Town Manager shall coordinate any of his absences from the Town Office so as to ensure that said office will be staffed and open to the public during normal office hours.

### Section 5. Automobile Allowance and General Expenses.

A. The Town shall reimburse the Town Manager for the use of his own vehicle for business purposes at the rate in effect for other Town employees.

B. Other reasonable expenses incurred by the Town Manager while performing Town duties, such as room, board, travel, meals and other suitable expenses shall be reimbursed on an actual cost basis. The Town Manager shall keep and submit documentation of any such expenses. The Town shall provide and pay the monthly expense of a cell phone for the Town

Manager's use.

Section 6. Dues and Training.

The Town agrees to budget and pay for training programs and professional development activities related to the Town Manager's position, and to budget and pay for his dues for membership in the Town and City Managers Association.

Section 7. Residency.

The Town Council agrees to waive the residency requirement for the term of this Agreement.

Section 8. Retirement.

Participation in the Social Security system is mandatory, with both the Town and the Town Manager making the respective contributions required by law. In addition, the Town Manager may participate in the deferred compensation plans already in effect and the Town shall contribute Ten (10%) of the Manager's gross salary.

Section 9. General Provisions.

A. The Town Manager shall comply with the 1986 Immigration Act, as the same may be amended from time to time.

B. The text herein, as well as any laws or ordinances referenced herein, shall constitute the entire agreement between the parties.

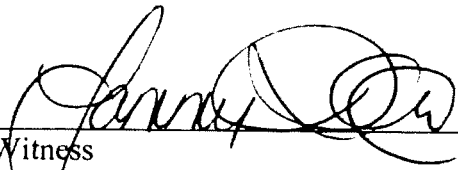
C. If any provision hereof conflicts with the Town's personnel policy, the provisions of this Agreement shall prevail.

D. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or portion thereof, shall be deemed severable therefrom, shall not be affected thereby, and shall remain in full force and effect.

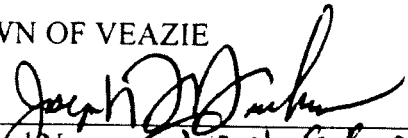
E. Except as stated and otherwise provided for in this Agreement, the Town Manager shall be governed by the same customs, practices and policies governing other employees of the Town.


F. Nothing contained in this Agreement shall preclude the parties from entering into further negotiations concerning the terms and conditions of employment.

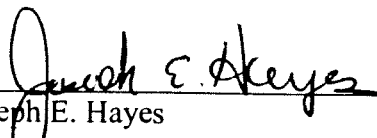
IN WITNESS WHEREOF, the Town of Veazie has caused this Agreement to be signed and executed on its behalf by the Chairman of its Town Council and Joseph E. Hayes has signed and executed this Agreement, in duplicate counterparts, as of December 5, 2011.

  
Witness

TOWN OF VEAZIE

By:   
Printed Name: Joseph P. Harmon  
Title: Chairman of Town Council

  
Witness

  
Joseph E. Hayes