

AGENDA

- ITEM 1. Call to Order
- ITEM 2. Consideration of the December 19, 2011 Council Meeting Minutes
- ITEM 3. Consideration of the Agenda
- ITEM 4. Meeting and Presentation by Assessor Ben Birch
- ITEM 5. New Business
 - a. Act on the resignation of Charles Osgood as an alternate member of the Planning Board
- ITEM 6. Unfinished Business
 - Sign agreement for Certified CDBG Grant Administration Services with PENQUIS
- ITEM 7. Additions by Council
- ITEM 8. Manager's Report
- ITEM 9. Comments from the Public
- ITEM 10. Requests for Information and Town Council Comments
- ITEM 11. Review of Town Warrant 15 and Town Payroll 15
- ITEM 12. Executive Session to deliberate over an abatement request pursuant to 36 MRSA 41(2)
- ITEM 13. Consideration of the abatement
- ITEM 14. Adjournment

PLEASE NOTE THE DAY & TIME CHANGE

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

Item #4 Assessor Ben Birch will be doing a presentation regarding assessment of the Town. A great deal of information is in your packet.

Item #6 You will need to sign the \$300,000 CDBG Housing grant that the Town has applied for with Old Town, Holden & Indian Island. I met with Mike Bush from Penquis regarding questions I have concerning the grant. Some of my questions were:

1. Will the funds be divided evenly between the four towns?

Answer: The current plan is to make the residents aware of the program. Also we will be working with agencies such as Eastern Area Agency on Aging, Penquis, DHHS & other social service agencies who may know of clients that may qualify for the Housing Assistance Grant.

2.) Who gets the recovered funds if a grant recipient sells within in 6 years of getting the funds? Do those funds stay with the Town?

Answer: The committee has not addressed these questions nor have they come up in the discussions.

I recommend that this item have passage. Currently there are many homes in all four communities that will benefit from this grant. Unfortunately; there will not be enough dollars to benefit all who apply. The grant will allow all four communities to gauge the need s.

There are several items you need to know. 1.) Advertising and promotion in of this grant is important. 2.) Distribution of funds initially will be evenly divided between all four communities. 3.) It is projected that each of the four communities will receive approximately \$63,750. 4.) The initial applications will have a deadline and each project will be ranked. 5.) It is my understanding that after each project will be ranked. Then each project will be awarded a grant. 6.) If the recipient of the grant stays in the property more than 6 years the loan is forgiven. If the house is sold within ther first six years than a portion of the grant will need to be repaid.

Manager's Report

Clyde Crowe was in on January 3rd to pay his property taxes and to discuss the reason why the town returned his check. I explained to him that he had put escrow conditions on us taking his check.

He then offered to make payment of all his taxes, I asked him to wait until I could get more information on the situation (from both the sewer district and the town).

On Wednesday morning Sewer Superintendent Gary Brooks was in to see me regarding the Crowe situation. I informed him that the thirty day foreclosure notices had been sent out the week before. I then provided him with copies of the notices.

The Sewer District will be putting the property out to bid. I called Mr. Crowe and informed him that the town will accept his check provided he puts no conditions on the payment. I told him that paying the town will not stop any legal action that the sewer district takes.

As of Friday January 13, 2012 the town has not received any monies.

Letters were sent out to the Veazie RSU Directors as well as Chair Allison Smith Mitchell and Superintendent Doug Smith On Thursday January 5th. I received a call that they are unable to attend the meeting as the RSU Board is meeting at 7 PM in Glenburn. They can meet during your next council meeting on Monday, January 30th at 7PM.

Ten properties were mailed thirty day foreclosure notices on December 27th. I have not looked at the properties to see if the town wants them. A list is in your packet.

I have begun working on the budget process for the up coming year. I am asking for a month by month break down. The rest of the process should see no change. I have informed almost all of the department heads of this change. I have looked at several areas where I believe savings can be accomplished especially in the area of phones. I will keep you informed as I investigate the savings.

I am enclosing a copy of a weekly report from the Public Works Department. Also in the packet is a copy of a safety inspection done by Maine Municipal Association for the Public Works Department.

Public works and office staff have been taking online safety classes the past two weeks.

Finally, what is the council's position on the sale of fireworks in the Town of Veazie? Do you wish to ban it or allow sales only in certain districts.

PRESENT: Chairman Friedman, Councilor King, Councilor Perkins and Councilor Parker, Acting Town Manager L. Varisco, Police Chief M. Leonard, Public Works Director B. Stoyell, Members of the Public. Councilor Olson was absent and excused.

ITEM 1: The December 19, 2011 Veazie Town Council meeting was called to order at 7:00PM.

ITEM 2: Consideration of the Minutes
Motion By: Councilor Perkins – to approve the December 5, 2011 meeting minutes with the wording of the first paragraph on page 2 changed to read, “Councilor Olson wondered whether Mr. Parker had the time to be on the board. She outlined that according to the six months of minutes that the Council had received this year, he has only been at two meetings. Mr. Parker stated that he has been at more meetings than that.” Seconded: Councilor King, Voted 4-0 in favor.

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

ITEM 4a: Approval of Transfer of Forfeiture Assets
Motion By: Councilor Perkins – to 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. Seconded: Councilor King, Voted 4-0 in favor.

ITEM 4b: Discussion of Town Council Meeting Schedule
The first two regular Council meetings in January, 2012 fall on holidays. By consensus, the Council agreed to hold the first Council meeting on Tuesday, January 3, 2012 at 6:00PM. The two primary items on the agenda will be a goals discussion and a discussion of the RSU #26 financial situation. Veazie’s representatives to the RSU Board of Directors will be invited to attend. It was also agreed to hold the second Council meeting on Wednesday, January 18, 2012 at 7:00PM. The primary agenda item will be a review of the assessing situation with Assessor Ben Birch.

ITEM 5a: Water District Trustee Appointment
No expressions of interest have been received.

ITEM 6: Additions by Council
There were no additions by the Council.

ITEM 7: Manager’s Report
The following items were reviewed by the Council:

- 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 Police 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 19th and September 14th 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. The Manager suggested Councilors discard previous copies of the agreement or mark them as drafts to help avoid potential confusion in the future.

The following additional items were handed out and reviewed by Councilors:

The October and November Fire Department reports.

The November 9, 2011 Veazie Sewer District minutes.

A letter dated December 12, 2011 from the Orono Town Council containing comments on the RSU #26 financial situation.

ITEM 8: Comments from the Public

Chief Leonard and Director Stoyell expressed their appreciation for Acting Manager Varisco’s help during the past three months.

ITEM 9: Request for Information and Town Council Comments

There were no requests or comments from the Council.

ITEM 10: Review of Town Warrants 13, 13A & 13B and Town Payroll 13

Town Warrants 13, 13A & 13B and Town Payroll 13 were circulated for signatures.

ITEM 11: Executive Session – To Deliberate Over An Abatement Pursuant to 36 M.R.S.A. 841 (2)

Motion By: Councilor Perkins – to enter into executive session to deliberate over an abatement pursuant to 36 M.R.S.A 841 (2) (7:24PM). Seconded: Councilor King, Voted 4-0 in favor.

Motion By: Councilor Parker – to end the executive session (7:40PM).
Seconded: Councilor Perkins, Voted 4-0 in favor.

ITEM 12: Consideration of a Tax Abatement

Motion By: Councilor Parker – to deny a request for a property tax abatement in the amount of \$902.70. Seconded: Councilor King, Voted 4-0 in favor.

ITEM 13: Adjournment

Motion By: Councilor King – to adjourn the December 19, 2011 Town Council Meeting. Seconded: Councilor Perkins, Voted 4-0 in favor (7:42PM).

Respectfully Submitted,



Larry Varisco
Acting Town Manager

PENQUIS

Helping Today • Building Tomorrow

DEC 12-29-11

December 23, 2011

Larry Varisco, Interim Town Manager
Town of Veazie
1084 Main Street
Veazie, Maine 04401

Re: Proposed Veazie Contract with Penquis for CDBG Services

Dear Larry:

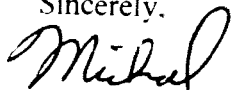
Enclosed please find two copies of a proposed contract between the Town and Penquis for CDBG administrative services. We had submitted our proposal for this work back in February 2011, and now that the State will be issuing a contract to the Town it is time to put this contract in place so that work can proceed.

Let me know if there are any questions. I've attached, and included by reference, the Town Guidelines that outline how the program is to be operated and the role of Penquis, as well as our original proposal. The Department of Economic and Community Development reserves the right to review this contract, but this is usually a formality.

Please return one original to me, keeping the one that has both party's signatures.

Thanks for all your work and helping to move this along during your time in Veazie!

Sincerely,



Michael Bush

Enclosure: Contract

TOWN OF VEAZIE
AGREEMENT FOR CERTIFIED CDBG GRANT ADMINISTRATION SERVICES with
PENQUIS

THIS AGREEMENT is entered into on this 1st day of January, 2012 by the Town of Veazie, Maine ("Town") whose mailing address is 1084 Main Street, Veazie, Maine 04401 and Penquis ("PENQUIS") whose mailing address is 262 Harlow St., P.O. 162, Bangor, Maine 04402-1162 for Certified CDBG Grant Administration Services for the Town of Veazie 2011 CBDG Housing Rehabilitation Program.

WHEREAS, the Town of Veazie, Maine has been invited into a 2011 Housing Assistance Program of the Maine Community Development Block Grant (CDBG) Program. The focus of the CDBG program is to repair and rehabilitate up to 25 properties, as outlined in Exhibit A, attached. These goals may be amended, subject to approval by Town of Veazie, and the Maine CDBG program to meet homeowner interests and program needs.

Under the program deferred forgivable loans will be available to qualifying property owners to undertake the necessary improvements. Penquis shall follow the Guidelines adopted by the Town in managing the program, which shall take precedence, and are incorporated herein, and as may be amended by Town and State approval through the course of the grant.

NOW THEREFORE, the parties agree as follows:

1. **Services by Contractor** - PENQUIS shall perform the services described in the Guidelines adopted by the Town, attached to this Contract as **Rider A**. The Scope of Work under this Agreement for Professional Services is to be performed pursuant to a certain agreement between the Town and the Maine Department of Economic and Community Development (DECD) for the Housing Assistance Grant Program under the 2011 CDBG program, which is to be dated for December 2011, or January 2012. This Agreement is subject in all respects to the terms and conditions of the Town of Veazie-DECD grant agreement administered by the Town pursuant to the standard conditions of the Housing and Community Development Act of 1974, as amended, and payment will be made to Penquis so long as the Town receives payment from the Maine CDBG program. Penquis' original proposal is incorporated herein by reference as **Rider B** and is enclosed for ease of reference. In the event of a conflict between Rider A and Rider B, Rider A shall contain the prevailing language. Likewise, in the event of a conflict between Rider A and the contract, the contract shall contain the prevailing language.

In addition to the above services, Penquis shall complete all Phase II work, including: providing instructions and forms to the four towns for completion, developing Program Guidelines, working with an Advisory Committee to revise and adopt these Program Guidelines, completing the Environmental Review, and helping participating home based agencies to understand and access the program for referrals.

2. **General Administration.** The Advisory Committee shall serve in this role to the Town Selectmen/Council, or the Selectmen's designee, and PENQUIS. The Town Selectmen/Council are ultimately responsible to oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices, under this Agreement.
3. **Term and Termination of Agreement** - This Agreement shall cover the period from January 1, 2012 through June 30, 2013, subject to the Maine CDBG program agreeing to this time period.

If, through any cause, PENQUIS shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if PENQUIS should violate any of the covenants, agreements, or stipulations of this Agreement, the Town shall, thereupon, have the right to terminate this Agreement by giving written notice to PENQUIS of such termination and specifying the effective date thereof. In such event, all finished and unfinished documents, data, studies, estimates, summaries, drawings and such other information and materials as may have been accumulated by PENQUIS in the performance of this Agreement, shall be delivered to the Town, and PENQUIS shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, PENQUIS shall not be relieved of liability to the Town for damages sustained by the Town by virtue of any breach of this Agreement by PENQUIS and the Town may withhold any payments to PENQUIS for the purpose of setoff until such time as the exact amount of damages to the Town from PENQUIS is determined.

The Town or PENQUIS may terminate this Agreement for convenience upon thirty (30) days' written notice to the other party. Within thirty (30) days of the receipt of notice of termination from the Town, PENQUIS shall discontinue its services unless otherwise directed and shall deliver to the Town all documents, data, studies, estimates, summaries, drawings and other information and material which have been accumulated or generated by PENQUIS in its performance of this Agreement, whether completed or in progress. In the event of such termination, PENQUIS shall be compensated for all services performed under this Agreement which were not previously compensated for up to the date of termination.

PENQUIS shall not be held responsible for modifications to its work, or work subsequently completed by others beyond the point of termination and its submittal of documents.

4. Payment

- A. Town shall pay PENQUIS for all such services and expenses incurred in accordance with the Scope of Work attached as **Rider A**. The Town shall pay PENQUIS \$45,000, less administration expenses incurred by the Town, for complete CDBG Grant Administration Services. Town administrative/audit expenses are estimated at no more than \$1000 for purposes of the budget. Grant expenses by Penquis prior to January 1, 2012 are eligible expenses, subject to State approval and as allowed by DECD and consistent with the State's intent to allow Town's to reimburse grant administrators at the time of final contract approval between the Town and DECD for completion of the Phase II work.
- B. PENQUIS shall maintain time and performance records and provide them to the Town as requested, along with monthly invoices in a format acceptable to the Town specifying the work performed. The contract amount shall be due and payable upon satisfactory completion of the project.
- C. The Town will approve said invoices within seven (7) calendar days of receipt, or reply in writing as to any reason for denying approval, and shall pay said invoices within twenty-five (25) calendar days after approval. All payments to PENQUIS are subject to payment from the Maine Department of Economic and Community Development to the Town.
- D. If the services rendered do not meet the requirements of this Agreement, PENQUIS will correct or modify the work to comply with this Agreement. Town may withhold payment for such work until the work meets the requirements of this Agreement.
- E. Progress payments during the course of the Agreement shall be consistent with progress towards the project goals, as described in the preamble, except PENQUIS may request up to \$6,000 at the time of contract signing for upfront administrative expenses occurred to date, plus expenses for advertising, legal ads, etc. .
- F. For other work not covered under this agreement PENQUIS shall charge a fee of \$50.00 per man hour plus travel expenses.

5. Discrimination and Compliance with Laws

- A. PENQUIS agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.
- B. PENQUIS shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.
- C. Violation of this Paragraph 5 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by Town, in whole or in part, and may result in ineligibility for further work for Town.

- 6. **Ownership of Work Product.** All data materials, reports, memoranda, and other documents developed under this Agreement whether finished or not shall become the property of Town, shall be forwarded to Town at its request and may be used by Town as it sees fit. Town agrees that if it uses products prepared by PENQUIS for purposes other than those intended

in this Agreement, it does so at its sole risk and it agrees to hold PENQUIS harmless therefor.

7. **Insurance/Indemnification.** PENQUIS must agree to procure and maintain, at its expense, commercial general liability insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any other such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, which may arise from the performance of services hereunder. The minimum amounts of coverage are:

Type of Insurance	Each Occurrence	Aggregate
General Liability – Bodily Injury & Property Damage Combined	\$1,000,000	\$2,000,000
Automobile Liability – Combined Bodily Injury and Property Damage	\$1,000,000	
Excess Liability	\$1,000,000	\$2,000,000
Worker's Compensation & Employer's Liability	\$500,000 (Each Accident); \$500,000 (Disease Policy Limit); \$500,000 (Disease Each Employee)	

Each such certificate shall list the Town as an additional insured and contain a statement of the insurer's obligation to notify the Town at least thirty (30) days prior to cancellation of any policy covered thereunder. The Town shall be furnished with a certificate of insurance. In the event the Town is required to defend itself, PENQUIS shall reimburse the Town's costs, including reasonable attorney's fees, for defense of such liabilities which arise out of PENQUIS's negligence. In any claim which may arise as a result of intentional or negligent acts or omissions by PENQUIS, the comprehensive general liability insurance policy provided by PENQUIS shall be deemed primary protection against such claims and the Town shall not be called upon to contribute to a loss otherwise payable by PENQUIS's insurer due to its insider's act or omission.

8. **Subletting or Assigning Contract** Neither the Town nor PENQUIS shall assign, transfer, or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the other.

9. **Independent Contractor.** PENQUIS is and shall be at all times during the term of this Agreement an independent contractor.

10. **Disputes Resolution.** Any controversy or claim arising out of or related to this Contract, or its breach, shall be settled by mediation agreed upon by both parties.

11. **Extent of Agreement/Modification** This Agreement, together with any exhibits, represents the entire and integrated Agreement between the parties hereto. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of December 28, 2011.

Town of Veazie

Witness: _____

BY: _____

Its: Board of Selectpersons

PENQUIS

Witness: _____

By _____
Jennifer Giosia, Housing & Energy
Services Director

Witness: _____

By _____
Charles Newton, CEO

Rider A –

PROGRAM GUIDELINES

**TOWN OF VEAZIE HEALTHY HOMES PROGRAM
IN PARTNERSHIP WITH THE TOWN OF HOLDEN, THE CITY OF OLD TOWN,
AND THE PENOBSCOT INDIAN NATION**

**Adopted by Steering Committee on
November 1, 2011**

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APPENDIX A – PRIORITIZATION SCHEDULE
APPENDIX B – USE OF PROCEEDS FROM INCOME

I. Administration

The Town of Veazie was awarded a Community Development Block Grant (CDBG) as part of a multi jurisdictional award to Veazie and the Town of Holden, City of Old Town, and the Penobscot Indian Nation. The CDBG program requires that one town serve as the 'lead' in situations where there are multiple communities. Thus, the Town of Veazie serves as the legal grantee for this grant. To ensure that each applicant's interests are recognized, a Steering Committee has been appointed by the Veazie Town Council comprised of representatives from each of the applicants, along with representation from various non-profit agencies.

The administration of the Town of Veazie Healthy Homes Program hereinafter 'Healthy Homes Program' will be carried out by Penquis. These Guidelines are established and may be amended by the Steering Committee (see Section XII), subject to Veazie Town Council approval. The administration and operation of the program will conform to all local codes and ordinances as well as all requirements established by the U.S. Department of Housing and Urban Development (HUD) and the State of Maine pertaining to the Community Development Block Grant Program.

II. Program Objectives

The objectives of the program are as follows:

1. To assist low and moderate income owners and renters of substandard housing (with landlord approval) to address health and safety issues and bring their home up to Section 8 Housing Quality Standards.
2. To target resources to households experiencing health problems that are exacerbated, caused, or can be alleviated by physical improvements to their residence.
3. To utilize referrals from community based care providers that can help establish a causal link between an identified health problem and the condition of the home.
4. To ensure that beneficiaries of CDBG assistance have in place a plan and the resources to implement and manage a comprehensive program to implement the necessary behavioral and environmental changes that will improve their health, and to measure this improvement.

III. Funding and Financing

The purpose of this program is to assist homeowners and renters to attain safe, decent, and affordable housing through deferred loans. Applicant income must not exceed HUD Section 8 Income Limits for housing assistance to low/moderate income households as established for the County of Penobscot or other income limits as may be established by the State relative to this program.

Homeowner applicants meeting said income limits may qualify for CDBG financing up to a maximum of \$15,000. This amount may be increased up to the State limit, but only with approval of the Steering Committee. For renters this amount is limited to \$8,000 per unit, up to a maximum of \$15,000 per building. This amount shall be in the form of a deferred forgivable loan. Efforts will be made to coordinate other financing, particularly the use of Weatherization Program funds from Penquis. Rental units will be required to adopt affordability covenants for a period of 3 years, accept the repayment schedule below, and agree to maintaining the rent at the current rent level for one year following project approval.

Loan Payment Methods

A Deferred Forgivable Loan Agreement will be signed in advance of the start of any repair activities and be recorded at the Penobscot County Registry of Deeds. The grant repayment conditions shall be as follows if the property is sold or transferred within the specified time from project completion:

Homeowner Properties

Example 1 Term	Percent of Repayment
1st year	100%
2nd year	80%
3rd year	60%
4th year	40%
5th year	20%
6th year	No Repayment

Rental Properties

Example 1 Term	Percent of Repayment
1st year	100%
2nd year	66%
3rd year	33%
4 th year	No Repayment

If the death of the owner occurs or the owner sells the property within the repayment period, repayment will be made to the program per the terms above and funds returned will be utilized for those activities determined eligible under the section 'Use of Proceeds from Income', below. Subrogation of the loan may occur and will be subject to loan funds being utilized to improve the property. A fee may be required for the cost of this.

IV. Definition of Income

This section will define what is considered income and will be used in the process of qualifying applicants for the program. Income eligibility is based on total household income for the twelve month period prior to the date of application for program benefits.

1. Total Household Income: For the purpose of this program, total household income shall include the combined gross income of all household members, excluding dependents under the age of 18 or dependents attending school on a full-time basis. In cases involving household members who are earning an income but are not owners of the property or dependents as listed above, only that income which they contribute to the household shall be considered in determining the gross income of the household. Said contribution is not to be less than twenty (20) percent of that household member's gross income.

2. Sources of Income: include, but are not limited to: wages, salaries, commissions, pensions, annuities, social security, AFDC, general assistance payments, aid to the disabled, VA benefits, unemployment benefits, support/alimony, and other income such as interest, dividends, and rental income. The amount of rental income will be determined by deducting, on a pro rata basis, such items as mortgage interest payments, taxes and insurance. Depreciation shall not be considered to be a deductible expense.

Items not considered income are:

- a. Casual, sporadic or irregular gifts, inheritances or tax refunds.
- b. Amounts which are specifically for or in reimbursement of the cost of medical expenses.
- c. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses. Applicants must not however, exceed the asset limits.
- d. Amounts of educational scholarships paid directly to the students or to the educational institution and amounts paid by the Government to a veteran for use in meeting the costs of tuition, fees, books, and equipment. Any amounts of such scholarships or payments to veterans, not used for the above purposes or which are available for subsistence, are to be included as income.

e. The special pay to armed forces personnel, head of a family away from home, and exposed to hostile fire.

f. Relocation payments made pursuant to Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

g. Foster child care payments.

h. The value of coupon allotments for the purchase of food pursuant to the Food Stamp Act of 1964 which is in excess of the amount actually charged the eligible household.

i. Payments received pursuant to participation in the following volunteer programs under the ACTION Agency:

a. National Volunteer Anti-Poverty Programs which include VISTA, Service Learning Programs and Special Volunteer Programs.

b. National Older American Volunteer Programs for persons aged 60 and over which include Retired Senior Volunteer Programs, Foster Grandparent Program, Older American Community Service Program, National Volunteer Program to assist Small Business Experience, Service Corps of Retired Executives (SCORE) and Active Corps of Executives (ACE).

3. Income when Unemployed: An applicant who is unemployed and wishing to qualify for assistance as an owner-occupant must have been unemployed for a period of 90 continuous days in order for income to be calculated on the basis of unemployment status at the time of application.

4. Deductions from Income: This section will set forth the expenses that may be deducted from the gross household income prior to determining program eligibility. The gross household income, minus the following deductions shall equal the income figure from which program income eligibility will be determined.

a. If medical expenses for the past 12 months exceed 3% of the total gross household income, then said expenses, including health insurance premium payments, shall be deducted from the gross household income.

b. A \$500 deduction shall be given for each member of the family who is under 18 years of age.

c. If child care is necessary so that a member of the family can work, then the costs incurred for said child care shall be deductible from the gross household income.

V. Applicant Eligibility

This section outlines who is eligible to be a recipient.

The eligibility of the applicant shall be determined by Penquis in conformance with these guidelines established by the Steering Committee as follows:

1. The applicant must be the owner of the property and the underlying land and their name included upon the deed, and must occupy the home as their sole residence. A valid warranty deed or other suitable proof of ownership, such as a life estate is required. Landlords must demonstrate ownership.
2. The applicant must have owned the dwelling unit in its present location prior to January 1, 2011.
3. The applicant must not be in arrears at the time of construction on mortgage payments that would bring about a foreclosure on the dwelling by the mortgage holder or be delinquent in real estate taxes. Appeals of this requirement must come to Steering Committee.
4. Applicants must meet income limits for HUD Section 8 housing assistance as prescribed herein under section III of these guidelines. Documentation of household income must be obtained by the Grantee from all sources of income listed on the application. For rental properties a minimum of 51% of the units must be occupied by tenants whose household income meets the HUD Section 8 income requirements. Two unit apartment building units are considered eligible when only 1 unit (50%) of the units meets the income requirements.
5. Owner-occupant applicants wishing to qualify for assistance may not have "liquid assets" in excess of \$5,000. Applicants age 55 may have 'liquid assets' up to \$15,000, with this amount increasing \$5000 for each year up to sixty two (62) years or older, such that the maximum 'liquid assets' for age 62 and over may not exceed \$50,000. Further, the owner-occupant may not have real estate in excess of that considered necessary and appropriate for their primary residence and the lot it occupies, or non-liquid assets in excess of \$100,000, regardless of age. Liquid assets are defined as 'cash, or assets easily converted into cash, such as bank deposits, money market funds, or US Treasury bills that are available to meet immediate and urgent needs.
7. The applicant must:
 - a) Complete the application for assistance and furnish all documents required by the Healthy Homes Program to verify eligibility.
 - b) Comply with program procurement standards and procedures.
 - c) Certify to all program terms and conditions.
8. In order to ensure that the most deserving applicants are given the best opportunity, and to address the most severe health and safety issues first, Penquis CAP will prioritize applicants.

This system establishes points for certain criteria which will be awarded for each applicant, such that applicant's with the highest scores will be addressed first.

9. Initially, there will be an open enrollment period during which residents will be encouraged to submit an application. This period will last a sufficient time to provide everyone an opportunity to complete the application. After the period expires, Penquis will verify key information such as income, tenure in Town, and make an initial site visit to evaluate Section 8 Housing Quality Standards and health and safety issues.

Each applicant will then be ranked according to key criteria that provide preference for those most threatened and impacted by health and/or safety issues. We are also seeking to establish causality between the health of the occupant and an identified problem in order that any rehabilitation activities utilize best practices for cost effective solutions. Funds will be obligated to those receiving the highest scores until such time as all program funds are gone, providing that prior to June 1, 2012 each participating jurisdiction will have access to 25% of the available funds. Thus, no participating jurisdiction will receive more than \$63,750 during this period. After June 1, 2012 the most severe health problems will be addressed, regardless of jurisdiction, with the funds remaining. Applicants will not be 're-scored' unless conditions have changed substantially in the opinion of Penquis or by decision of the Steering Committee, which shall take precedence over Penquis.

Priority will be based upon the following factors:

1. very low income;
2. no liquid or non-liquid assets;
3. health and safety issues that threaten the household or neighbors;
4. handicapped status;
5. age of householder;
6. feasibility of completing the project within the available funding limits;
7. and, the strength of the connection between the health issue and the proposed activity.

Projects requiring repairs in excess of the program limits will not be addressed unless other funding can be found.

VI. Property Eligibility

This section sets forth the standards that the applicant's dwelling must meet in order for the unit(s) to be eligible for assistance.

1. The area to be served by the Healthy Homes Program shall include the Towns of Holden and Veazie, the City of Old Town, and the Penobscot Indian Nation.

2. Both owners and renters are eligible. Pre-1978 mobile homes are eligible for a maximum of \$4000, and only if these funds are capable of extending the life of the mobile home a minimum of 3 years and the health and safety of the occupant are threatened, such that the project meets the CDBG definition of an emergency repair. Replacement of a mobile home or other substandard home shall only be considered when the home is not considered economically repairable, as defined by the Maine Department of Economic and Community Development, but only up to the program maximum of \$15,000. Proposed improvements shall include, but not be limited to the following: repair and renovation of housing, replacement of mobile homes and/or other substandard stick-built structures, installation of water and sewer solutions, and minor grading and landscaping of the property. Repair and renovation shall include, but not be limited to the following items deemed necessary to meet Section 8 Housing Quality Standards: repair of roofs, siding, electrical systems, heating systems, bathrooms, kitchen preparation areas, doors, and windows. Testing and repairs may also occur for: radon, lead, asbestos, and poor well water deemed unhealthy or impacting the resident's health.

Assistance funded through this program must provide for the purchase and installation of smoke and carbon monoxide detectors as required by Maine law in all dwellings. Grant funds may be used to repair or purchase and install a kitchen stove and/or a refrigerator if no such equipment exists in the dwelling unit, or if existing equipment is unsafe or unsanitary because of its basic condition. Every effort will be made to use energy saving products and installations. Energy Star items will be preferred to the extent practical.

3. Ineligible Items: Funds may not be used for the purchase, installation, or repair of furnishings and appliances, except as stated in paragraph 2 of this section. Nonessential improvements such as purely decorative work are not eligible. The rehabilitation or replacement of appurtenant structures is generally ineligible unless deemed necessary.

Proposed improvements must be in compliance with all applicable local ordinances, codes and regulations, including the elimination of lead-based paint conditions. Priority in the use of program funds will be given to the elimination of substandard conditions as noted on the HUD Section 8 Minimum Housing Quality Standards.

5. Replacement housing will only be attempted when CDBG funds can fill a gap within a larger financing package that makes this housing financially feasible.

VII. Processing

This section deals with the policies and procedures to be followed by the Town and its contractor, Penquis, in preparing, processing and approving an application. In addition, it outlines the functions of Penquis in day to day operations.

Listed below are the steps to be undertaken in the promotion, solicitation, review, approval, and replacement of housing as part of this program. Penquis will make every good faith effort to notify the applicant of eligibility within 30 days of the application date.

1. Promote the availability of funds and start of the program through the media, posters, and public relations. Applicants will be notified and provided a reasonable period to make application, during which period all eligible applicants and properties will be evaluated according to the attached 'Prioritization Schedule'. Promotion will also occur through partnering agencies that have attended a minimum of one of the two training sessions offered on either October 11 or 20th, 2011.
2. Assist homeowners and serve as a liaison to other sources of home financing that will allow the owner to secure all or partial funding to replace their home, if necessary.
3. Provide announced times during which help and advice will be available to potential applicants.
4. Review with the applicant their financial needs and coordinate with other sources of financing that will be necessary to assist the homeowner.
5. Advise the applicant on the specifics of the deferred loan program and conditions under which a deferred loan is made.
6. Assign an application number and set up a separate file for all applicants.
7. Verify applicant's income. Retain documentation in program files.
8. Determine eligibility of the applicant for assistance. Evidence that ownership of the property has been verified shall be retained in the office files.
9. Inspect the property and determine its status for inclusion in this program. The Steering Committee shall only be involved when there is an exception, as identified in these guidelines, or when the applicant files a complaint. It is the goal of the program to select those applicants most threatened or challenged by poor housing conditions. At the time of the inspection health, safety, and household conditions will be evaluated and a rubric established (i.e. the Prioritization Schedule) that will identify those households most needing assistance.
10. Coordinate with other funding sources to determine project requirements and terms of financing. Determine if Housing Program funds are adequate and appropriate to fill any gaps. Coordinate with and assist owner, as necessary and appropriate.
11. Prepare a work write-up and cost estimate of the required rehabilitation work. Ensure that all items conform to the allowable program activities.

12. Consult with applicant on preliminary work write-up and cost estimate to reach agreement on work to be done.
13. Check all local tax records to determine that property taxes are current as defined in Section V. 3.
14. Prepare final work write-up and cost estimate.
15. Ascertain that through the proposed replacement, the property will conform to HUD Section 8 MHQS and other applicable local and State codes. If additional financing is needed, advise and assist applicant in obtaining the needed funds.
16. All projects must be reviewed for environmental compliance according to the procedure outlined in the Town's Environmental Review for this project.
17. Prepare construction contract documents for applicant and obtain bids and proposals from contractors.
18. Assist applicant in selecting acceptable contractor.
19. Determine maximum amount of grant/loan funds available.
20. Written records of each applicant's determination will be kept in the application file.
21. Assist successful applicant to execute construction contract, and help the applicant to coordinate with other sources of financial assistance. Execute program note and mortgage and record same.
22. Assist applicant in issuing "notice to proceed" order, and 'change order' if needed.
23. Transmit approved amount to escrow account. (If homeowner's funds are used, transfer to escrow account for use.)
24. Inspect replacement work and make progress reports.
25. Insure compliance with Federal, State and local requirements concerning the Community Development Block Grant Program, including Equal Employment Opportunity.
26. Obtain necessary forms and disburse funds as appropriate during the course of the work.
27. Make final inspection and issue final certification of completion.
28. Obtain from contractor: guarantee of work; manufacturer's and suppliers warranties; and release of lien prior to making final payment to contractor.

29. Make final payment to contractor.

30. Penquis will also coordinate with community based care providers to ensure that helpful counseling and information will be available to the occupant to compliment the physical improvements described above.

VIII. Numbering of Loan Applications

Penquis shall assign a number to every completed application beginning with "1". Numbers shall be assigned consecutively from this sequence regardless of whether the application is approved or denied for program benefits. Once assigned, numbers shall not be reused. All information shall be kept confidential by Penquis, although the Steering Committee shall receive information on a need to know basis.

IX. Determining Work to Be Done

This section is the detailed description of how property inspections, cost estimates, work write-ups and specifications will be implemented.

1. In order to determine the feasibility of rehabilitation and/or constructing replacement housing, Penquis shall:

a. Inspect the property and determine if it is uneconomically repairable;

b. Prepare a work write-up and cost estimate to verify the above; and

c. Consult with the applicant to: 1) determine if the applicant is a candidate for CDBG funds; 2) assess applicant's status with regards to securing other financing and provide assistance to secure same, and 3) consult with the applicant about the scope and scale of a project.

2. Work Write-up and Cost Estimate. A work write-up and cost estimate is a statement prepared by Penquis based on the inspection report that determines if the property is economically repairable. Only those homes who's after repair value exceeds that of the cost of the improvements will be worked upon. Otherwise, a replacement will be considered.

a. Owner's Preference. A preliminary work write-up should not contain details that have no significant effect on cost, such as color, style, or pattern. Decisions on these details can be made while preparing the specifications for the construction contract documents or even after the contract award by providing in the contract documents, as appropriate, the term "to be selected by owner".

3. Specifications in Construction Contract Documents.

Each specification in a construction contract document shall be written so that it provides a clear understanding of the nature and scope of the work to be done, and a basis for carefully

determining bids and proposals from contractors. Each specification shall show the nature and location of the work, and the quantity and type of materials required. The specifications shall refer to manufacturers' brand names or to association standards to identify the quality of materials and equipment required, and will make provisions for acceptable or equivalent substitutes. If the work write-up is sufficiently comprehensive, it may itself be used for the specifications, without any cost estimate figures or distinctions as to work required or not required. Performance Standards will be incorporated into all construction documents, and be given to each contractor.

X. Procurement of Bids and Contract for Rehabilitation Work

This section addresses how contractors will be selected and the specifics of replacement contracts. Penquis will assist clients to choose and work with capable and competent contractors; however, the decision will be the homeowners. Thus, even though Penquis assists in preparing and reviewing cost estimates, work write-ups and other technical assistance such as providing a list of contractors, collecting and summarizing contractor bids, advising the owner on how to evaluate a contractor's proposal and providing information on past performance of specific contractors, final selection of the contractor is up to the owner.

1. Solicitation of Bids. Penquis shall establish, and on the basis of its experience, maintain a current listing of contractors, subcontractors and material suppliers who are qualified to perform, and are interested in rehabilitation work financed through the Healthy Homes Program.

a. All contractors and subcontractors must have the following on file before an Invitation For Bid will be issued:

1. Contractor Application/Information Sheet and References; and
2. Certification of Insurance that complies with OCD Policy Statement #4; and
3. Completed IRS W-9 Form.

b. Each contractor shall ensure that all subcontractors used on Town Housing Replacement projects have complied with the procedures set forth in paragraph 1(a). of this section. Contractors must list subcontractors and license numbers (if applicable) at the time of contract signing.

2. Invitation to Contractors for Bid Proposals and Selection of Successful Bidder(s). Penquis shall, from its list of qualified contractors, send an invitation to bid to no less than three (3) general contractors, if possible.

a. The invitation to bid shall state the following:

1. Contractors are free to arrange a site visit by calling the homeowner directly and arranging this.

2. The address of the property to be replaced;

3. The time, date and location of the bid opening; and

4. Other information that may be necessary for timely submission of bids.

b. If a bid other than the low bid is selected, the application file will include all bids that were received and a statement of the reasons for selecting other than the low bid. (If the applicant selects other than the low bid for reasons not acceptable to State and Federal bid requirements, the level of assistance will be calculated on the basis of the amount of the lowest qualified bid with the cost differential to be borne by the applicant.)

c. The Town and its contractor, Penquis, reserve the right to review all bids as to their appropriateness and compliance with the procedures set forth herein.

3. Execution of Contract. The applicant, approved contractor(s) and/or subcontractors shall be required to execute a written construction contract upon award by Penquis, using the format provided by Penquis for this program. A site visit is arranged at the time of the contract signing to review project specifications.

4. Participating Contractors. All contractors and subcontractors wishing to participate in the Healthy Homes Program must complete a written application and furnish written proof of insurance coverage at the level established by Penquis. Penquis reserves the right to debar any contractor or subcontractor from participating in this program on the basis of unsatisfactory performance or impropriety with the contractor's participation in the program. The contractor's or subcontractor's insurance agent shall give Penquis ten (10) days notice before said insurance can be canceled.

5. Coordination with Other Funding Sources. Penquis will seek to coordinate with other funding sources the homeowner is using. As 'developer' of the project, Penquis will incorporate other funding partner's bid requirements, including construction design and scope. Bid specifications will be shared with other funding sources, and final approval or disapproval will be the responsibility of the funding source, and homeowner.

XI. Terms and Conditions

This section contains several important clauses pertaining to contractors, applicants and CD staff implementing the Healthy Homes Program.

1. Civil Rights. The applicant will be required to comply with Title VI of the Civil Rights Act of 1964 and 1968, not to discriminate upon the basis of race, color, creed, sex, national origin, or familial status in sale, lease rental, or use of occupancy of the subject property.

2. Use of Funds. All funds made available by the Healthy Homes Program shall be used only for work approved and identified in the program documents.
3. Work to be performed by the applicant is not allowed. The Steering Committee may make an exception on a case by case basis.
4. Inspections. Inspection by Penquis of the property, the construction work, materials and equipment shall be a condition of the agreement.
5. Supplementary Funds. In instances where the replacement housing project costs exceed the amount of financial assistance provided, the applicant shall be responsible for providing whatever additional amount is needed to assure completion of the work. (Penquis will coordinate with the owner and other funding sources to ensure that all necessary funds are available before construction starts).
6. Conflict of Interest. The operation and administration of this program shall comply with all applicable local, State and Federal requirements regarding conflict of interest.
7. Applicant-Contractor Conference. Upon approval of the application and selection of a contractor, Penquis staff shall meet with the applicant and the contractor to review the proposed work, project costs, completion time, warranties and efficient completion of the project work. Both parties shall sign a copy of the final specifications as well as a construction contract.
8. Flood Insurance. All structures within the Town of Veazie, Town of Holden, City of Old Town, and the Penobscot Indian Nation flood plain areas, as identified on the official flood-plain map of these Towns, shall be required to be covered by flood insurance prior to any assistance being given by the Healthy Homes Program.
9. Bonuses, Commissions, Fees, Kickbacks. It shall be strictly prohibited for any person having any connection with this program to use their knowledge, position or influence to secure any kind of a bonus, commission, finder's fee or kickback.
10. Tenant Displacement. Penquis will assure that the construction of replacement housing and demolition of the substandard mobile home will not result in the displacement or relocation of persons presently residing at the premises as outlined in the Town's anti displacement plan. The primary means to comply with this is to construct replacement housing adjacent to the existing mobile home, and only remove and destroy the mobile home once the replacement unit is finished. Use of program funds to house homeowners not able to accommodate this approach may result in excessive costs that will make the project unfeasible, in which case the project will not proceed.
12. Lead Base Paint Notification. The applicant and the tenants must receive and sign a lead base paint notification form. The signed form for the owner and/or tenant must be in the applicant file, with a copy to remain with the owner and/or tenant.

13. Installation of Smoke and Carbon Monoxide Detectors. Properties assisted with HUD funds must comply with the Fire Administration Authorization Act of 1992 regarding installation of fire protection and safety devices. This requires hard wiring of 110 volt smoke alarm with battery backup. Recent law requires installation of carbon monoxide detectors, as well.

14. Environmental Review. Prior to approval of a project, a review of historic, flood plain, and other issues will be conducted along with interested state officials to ensure compliance with the National Environmental Policy Act.

XII. Town of Veazie Steering Committee

The Steering Committee Shall:

1. Adopt, consider and act on amendments and revisions to the program guidelines;
2. Review program progress, operation, and oversee work of Penquis - advising Council of the Town of Veazie if there are issues or concerns.
3. Communicate program progress and status to their Town government, as appropriate.
4. Review and act upon staff recommendations to debar contractor participation in the program.
5. In addition, the Steering Committee shall:
 - a. Review and act upon program complaints per the procedures outlined herein;
 - c. Revise program guidelines as may be necessary; and
 - d. Act on appeals of any decisions of Penquis regarding complaints or interpretation of program guidelines.
6. Composition of the Committee shall consist of 7-9 members appointed by the Town Council and/or Town Manager.
7. Decisions of the Committee shall be final pending a majority vote of those in attendance.

In Case of an Appeal:

1. Applicant must file an appeal within ten (10) working days of notification by Penquis staff of the decision being questioned.
2. The Steering Committee shall hear the appeal within ten (10) working days of the applicant's request for an appeal.

3. The Steering Committee shall take the steps necessary to ensure each applicant is given fair and equal opportunity to present his/her case.
4. The Steering Committee shall forward to the applicant a written decision within 15 days of hearing the appeal.
5. If the applicant is deemed ineligible due to family income, there will be no appeal to the Committee.
6. If the applicant wishes to appeal the decision of the Steering Committee, he/she shall submit a written request for appeal to the Chair of the Town of Veazie Council, within ten (10) working days of the receipt of the written decision of the Committee. The Town of Veazie Council shall hear the appeal within ten (10) days of receipt of the written notice of appeal and shall issue a response within fifteen (15) days of hearing the appeal.
7. If the applicant wishes to appeal the decision of the Council, a written request for appeal must be submitted to the Office of Community Development (OCD) Program Manager within ten (10) days of receipt of the written response from the Town Council. The OCD Program Manager shall have final authority to resolve the issue.

XIII. Use of Proceeds from Income

Program income may result when a deferred forgivable loan is due, in part or whole. For administrative convenience, the Town of Veazie and participating jurisdictions will subgrant program income to Penquis, such that Penquis will be listed as the mortgagor for all properties and be responsible for assuming this role and responsibility. Any loan repayments will be facilitated by the use of liens, which will be filed at the County Courthouse. Program income will only be used within the 4 jurisdictions participating in this grant program – Holden, Veazie, Old Town, and Penobscot Indian Nation. Maine law does not allow for the filing of a lien for loans less than \$2800. Filing of the lien serves to provide notice to Penquis when another party is seeking to secure the property.

Penquis will seek repayment according to the terms of the loan. Any loan proceeds will be utilized to support the goals and objectives of this program, and will be limited to eligible improvements, properties, and applicants as defined in these Guidelines. Up to 10% of program income may be used for administration and construction management services needed to support the award and management of funds. See 'Town of Veazie Program Income Guidelines' for further detail, see Attachment B.

XIV. Procedures for Funds Disbursement

1. Payment in the amounts authorized, shall be made in accordance with the terms and conditions of the construction contract(s).

2. In any project wherein the applicant is required to contribute funding toward the cost of replacement, said funds must be deposited in the escrow account prior to the start of construction, or other terms met to the satisfaction of Penquis to ensure payment.
3. Prior to the disbursement of project funds, appropriate forms must be submitted to Penquis for final authorization.
4. Payment to contractor(s) shall be made upon satisfactory completion of the project work as determined through a final inspection made by Penquis and the owner. If progress payments are allowed, the timing and amount of such payments shall be determined in advance by the Program, the owner and the contractor, and specified in the construction contract(s). All such payments shall be contingent upon satisfactory completion of each stage of the project work as determined by inspections by authorized program staff. Program requirements will be flexible to meet the requirements of other funding sources, so long as CDBG funds are protected in the judgment of Penquis.

XIV. Program Amendments

Any amendment to the Healthy Homes Program which is recommended by Penquis or others will only be adopted if approved by the Steering Committee. Prior to implementing any program amendments, approval must be obtained from the OCD.

INSERT EXCEL PRIORITIZATION TABLE HERE.....

APPENDIX B – USE OF PROGRAM INCOME

TOWN OF VEAZIE CDBG PROGRAM INCOME PLAN

I. Source of Program Income

Program income may result when a deferred forgivable loan or amortizing loan is due, in part or whole. Given that program funds will be distributed over four towns, it has been determined that the administrative task of managing, collecting, and using program income will be sub-granted to Penquis CAP, Inc.. This will be facilitated by the use of liens, which will be filed at the County Courthouse. Filing of the lien serves to provide notice to Penquis CAP, Inc. when another party is seeking to secure the property. Finally, additional program income may be generated from interest earned on escrowed funds.

Any loan proceeds will be utilized to support the goals and objectives of this program, and will be limited to eligible improvements, properties, and applicants as defined in these Guidelines. Assistance provided through program income may be in the form of a grant or deferred loan, according to the discretion of Penquis and the specific circumstances of the applicant. The Steering Committee's preference, however, is that the second round of funding through this program (i.e. assistance made through program income) be in the form of grants in order that future administrative burdens are reduced, and in light of the fact that future income is expected to be minimal. Up to 10% of program income may be used for administration and construction management services needed to support the award and management of funds.

II. Estimated amount of Income to be generated and anticipated timeframe.

It is difficult to estimate the amount of program income earned, as the two sources of income are unpredictable. It is unlikely that income will be earned from grant repayments, as the terms are favorable. However, a death or other life changing circumstance may lead to someone selling or transferring their home and incurring a liability to pay back a portion of the funds received. For planning purposes this repayment is estimated to be \$12,000. Program income from escrowed funds will result if funds are drawn down and escrowed in an interest bearing account prior to

disbursement to contractors. For planning purposes this income is estimated at \$500 over the period of the grant.

III. Identify any and all activities expected to generate revenue.

The two activities that may generate income are: a) selling or transfer of property within the three years where a payback is required, and b) interest earned on escrowed housing assistance funds.

IV. Uses of Program Income

Program income will be used for CDBG eligible housing activities that benefit low and moderate income residents. Emergency activities that address an urgent health and safety problem will be given preference.

V. Administration

Penquis will initially file liens and provide all collection and enforcement activities for project beneficiaries in each of the four participating jurisdictions. Penquis will provide technical expertise for housing rehab activities, develop specifications, and oversee the construction work to make sure it meets specifications. Penquis will report program income and expenses and shall maintain records on selected projects, the income of the resident, and the type of activity undertaken. Up to 10% of program income funds may be used for administrative expenses, with the remaining 90% to go to direct program benefit to income eligible homeowners. Penquis will provide all documentation and reporting needs that the Maine Department of Housing and Urban Development may require either directly, or to the Town of Veazie, as may be required.

Penquis CAP, Inc.
Bangor, Maine

Proposal

Community Development Block Grant Administration Services

Town of Veazie

Introduction

Penquis has an extensive track record in providing home repair and replacement services. Moreover, we have experienced staff that has a long track record of having worked with homeowners to identify and solve health hazards found in the home. In 2010 alone we assisted 734 clients with weatherization assistance, 13 clients with home repair, 7 clients with home replacement, and 16 clients with lead abatement. For the past 2 years we have managed the lead poisoning prevention program for the Penquis District as well as the City of Bangor. This work has strengthened our understanding of how the home environment can impact health, and provided us numerous contacts and resources in the health community that will benefit our work on this project.

We helped initiate the Town's application for CDBG funds and are familiar with the key issues. In addition, we have a strong working relationship with the project's key health care partner, Bangor Health and Community Services (BHCS) and their *Open Airways Program*. Together with BHCS we are participating in a project to improve coordination of housing services with home health outreach, so that home repair services can be

directed towards improving the health of asthmatics when the home environment is the cause. This work will improve our ability to identify and target housing resources to those households suffering ill health due to mold, combustion, and other housing related problems.

CDBG experience for this project requires two specific skills: 1) CDBG grant administration, and 2) housing rehabilitation experience. Penquis has unique experience with both of these required skills.

Penquis has put together a team to ensure the Town has the necessary assistance to successfully develop and manage this grant. Staff at Penquis has extensive experience in administering CDBG projects. Mike Bush has been working with the CDBG program since 1983 and administering CDBG projects since 1986. He estimates that he has administered over 40 grants, including numerous public facilities, economic development, and downtown projects. Moreover, he has administered 8 housing related grants.

Direct housing rehabilitation experience is available through Mike Bonney. He will be assisted, as needed, by Rob Seavey, an experienced lead abatement and remediation technician. Moreover, Ed Stevens has completed the CDBG Rehab Specialist Certification training, and is available to assist as needed.

1. Experience in CDBG Administration and Housing Rehabilitation Services

Penquis has the experience to administer this project. Michael Bush will be responsible for the administration. He will be assisted by Mike Bonney and Robert Seavey.

Michael has administered CDBG housing and related projects since 1986. Formerly with Eastern Maine Development Corporation, where he provided CDBG administration and technical assistance services to communities from throughout Eastern Maine, he typically worked with 3-5 communities a year, developing CDBG applications and helping the successful towns to administer these projects, once funded.

Over this period he served as project administrator for various CDBG housing projects, where he would establish the program guidelines with the Town and then implement procedures and policy to meet their program goals. Rehab Tech capacity will be provided by Mike Bonney. Mike has extensive private sector construction experience, and has worked in the Penquis Weatherization Department for the past 2 years before promotion to the Home Repair Program. Mike will be assisted by Robert Seavey. Rob is a certified Lead Inspector, Lead Risk Assessor, and Lead Design Consult and will be attending the 2 day training for the Healthy Homes program on March 9 and 10 of this year. Ed Stevens, a graduate of the Maine CDBG Certified Rehab Tech program will also be available, as appropriate.

Prior CDBG housing projects administered by Michael include:

- a. Bradford – where a \$400,000 CDBG grant was leveraged with Rural Development Housing Preservation funds to rehabilitate over 25 homes.
- b. Belfast – revitalization of the Patterson Hill Neighborhood with a multi-year CDBG grant to rehab housing and install public water and sewer lines.
- c. Milo – an extensive program of housing rehabilitation and repairs was undertaken.
- d. Indian Island – repair of homes and development of the tribal capacity to develop and manage CDBG housing programs.
- e. Eastport – revitalization of the southern end of Town to rehab older housing.
- f. Enfield – installation of sewer hookups to homes during a major reconstruction of the Town's sewer system.

In each of these communities Michael provided the Town assistance in developing the funding proposal and managing the implementation of the project after project award.

Currently we are under contract to provide CDBG administration services for a single family housing rehabilitation grant in the Town of Greenbush, and the repair and energy retrofit of assisted housing units in the Town of Dover-Foxcroft. We also continue to serve as the Department of Economic and Community Development's contractor in the Penquis region for the Home Repair Network, a statewide network that delivers housing rehabilitation through the CDBG program. The Network employs CDBG funds for rehabilitation projects, and therefore follows CDBG regulations. Penquis receives a yearly allocation of CDBG funds through the Network to repair and/or replace homes in our service area. Including past year's funding from this program, along with direct grants to Towns, Penquis has gained extensive experience with CDBG regulations and requirements for the housing program.

In utilizing the above experience, Penquis seeks to provide a 'turn-key' service for the Town. We will manage and coordinate all phases of the project, establishing the necessary systems and procedures to meet programmatic, financial, and statutory/legal requirements that are part of complying with a federal CDBG grant. Penquis is fully versed in these requirements, and prepared to provide the services listed in the Town's RFP and 'scope of work'. In summary, staff assigned to this project has the experience to comply with CDBG requirements.

Additional administrative support available to Penquis includes a secretary who will provide project intake and application documentation, an experienced non-profit accountant to assist with financial accounting and controls, and a Maine Supervised Lender to ensure that loan closings comply with increasing regulations for mortgage lending.

2. Experience in Housing Administration, Spec Writing and Contract Management

Penquis historically has provided housing repair and replacement services in Penobscot, Piscataquis, Waldo, and Knox Counties through the Maine Home Repair Network. Through this network, we receive a yearly allocation of funding from the Maine State Housing Authority and the Department of Economic & Community Development. USDA Rural Development also provides us regular support through the HPG program and assistance with our housing replacement program.

Our staff provides comprehensive, whole-house rehabilitation services in order to insure that each house meets HUD's Housing Quality Standard at project completion. Staff has experience in specification writing, preparation of contract documents, competitive bidding, construction financing, and construction management. At present six (6) staff at Penquis are certified to be Section 8 Housing Quality inspectors and thus are well versed in identifying corrective actions needed to comply with CDBG regulations.

Our lending subsidiary, MaineStream Finance, also has extensive experience in construction loan and grant origination for housing rehabilitation. They provide loan closing services for all our CDBG deferred/forgivable loans, and have more recently committed to service loans for those communities utilizing a loan program.

In our previous CDBG grants, Penquis has also brought to bear the resources of its Replacement Housing Program, which we would also plan to offer in this project. When we encounter homes that, due to their condition, cannot be brought up to meet the HQS standard within CDBG program guidelines, we attempt to replace the home with a new site-built ranch-style home. Penquis assists the homeowner in securing 1% mortgage monies from Rural Development, and provides additional funding from other sources, as appropriate. This capacity builds upon Penquis' extensive network of agencies and resources to call upon to assist with project financing, including: Maine Rural Development, Maine Housing, Department of Economic and Community Development, Housing and Urban Development, Stephen King Foundation, and others.

These services are unique, as few housing rehab technicians have the ability to package this type of assistance, drawing upon agency contacts, access to funds, and internal expertise in loan underwriting and closings. Indeed, Penquis is now a partner with Eastern Maine Development Corporation and local educational institutions to help place up to 7 student built homes for homeowners needing replacements. This partnership clearly brings synergy and resources to should a housing replacement be needed. Moreover, there are synergies with our Weatherization and Lead Programs, where CDBG assistance from the Town's grant can be leveraged with these programs to expand the impact and serve more people. Indeed, housing remedies often accomplished in the Weatherization Program can solve 'healthy home' issues brought on by, for example, excess moisture or poor combustion. Indoor air quality is a key consideration in the repair process. Penquis has extensive experience identifying and solving these problems, largely through our weatherization experience and a focus on improving air quality as part of the process of 'tightening' up a home for energy savings.

Finally, Penquis has an extensive pool of contractors that we use to perform repair and replacement work, all of which are approved by Maine Housing. Every effort will be made to utilize local contractors, when they can meet State qualification requirements. Towards this end we would advertise locally for contractors and ensure that these contractors were provided equal opportunity to bid on local projects providing they meet our qualifications.

All of our rehab staff have extensive construction experience, as outlined below. Mike Bonney will provide key oversight and quality control for this project, ensuring compliance with the Department of Economic and Development's requirements. Mike, however, will be assisted by Rob Seavey and Ed Stevens, ensuring a team approach and added 'bench strength' to ensure continuity of service and compliance with CDBG.

3. History of Experience and Contact Information

As noted above, staff has extensive experience with CDBG administration and CDBG housing development. As director of the CDBG technical assistance program at Eastern Maine Development Corporation for 14 years, Michael Bush has administered over 40 CDBG grants. These grants include all the various CDBG grant programs and required that he work with communities in 6 different counties, tackling every kind of CDBG activity. As a result, Michael is one of the most experienced CDBG grant administrators in the State of Maine. Michael has been certified as a CDBG Administrator since the adoption of this standard by the State and regularly attends CDBG training programs.

Michael was often called upon by communities seeking to solve an administrative problem or question while at EMDC, and thus was in a position to seek answers from the State and convey this information to the community. He is knowledgeable about CDBG regulations and statutes, procurement requirements, financial controls, Davis-Bacon, Acquisition and Relocation requirements, and other requirements of the CDBG program.

A brief overview of representative CDBG administrative projects managed by Michael includes:

- Whiting Community Center – procurement of architect and oversight of design and construction of community center
- Eastport Pier Project – procurement and CDBG oversight of inner harbor pier improvement project
- Belfast Downtown – project review and selection of downtown commercial façade program.
- Belfast Patterson Hill Water and Sewer Project – procurement of engineer and assistance with project bidding and coordination of water and sewer extension and subsequent rehabilitation of 25 units of housing.

- Nautica Expansion in Rockland – completion of CDBG environmental review and procurement for major site improvements and construction of warehouse for national distributor of clothing.
- Belfast Downtown – Oversaw historic renovation of downtown buildings and completion of extensive downtown infrastructure project after the original administrator left.
- Machias Tele Business Center – Oversaw hiring of engineer and building of office building, providing CDBG administration services.
- Walpole Woodworkers Expansion – Oversaw construction and CDBG compliance for a major electrical line extension to this wood products company.

Rehabilitation and contracting skills required to oversee the Town of Veazie's housing rehabilitation program have been acquired through projects funded by CDBG and various other housing programs, such as: Maine Housing, Rural Development, Department of Energy, and Housing and Urban Development. The foundation for this work is a thorough knowledge of construction techniques and methods, and the experience that comes from working around construction for a number of years. Selection of materials, identification of housing problems, familiarity with code and life safety issues, and the ability to work with contractors and manage a construction project are all requisite skills necessary to manage a housing rehabilitation and/or replacement program. Penquis staff have these skills.

Over the years, Penquis has rehabilitated over 300 homes using CDBG funds. Moreover, over 100 additional homes were assisted when Michael Bush administered housing programs, as noted above. In 2009 Penquis managed housing rehab and replacement projects with combined budgets of \$1,421,580 in Penobscot, Piscataquis, and Knox Counties, and \$330,925 in Waldo County. Similar production has occurred in prior years, providing Penquis a vast array of experiences in rehabilitating and replacing homes.

References:

Town of Brooks – Linda Lord, 287-5620
 Town of Washington – Kathy Ocean, 845-2256
 Town of Exeter – Peter Wintle (former town manager), 859-1500
 Town of Greenbush – Robert Littlefield, 826-2050

4. Demonstration of Healthy Homes Experience and History of Working with Local Health Care Providers

A key consideration for Penquis when working on home repair projects is the safety of the home for occupants. Many of these safety concerns have, historically, been focused

upon lead and the impact on the young. Another area where safety issues are of paramount concern is with home weatherization. Indoor air quality can be impacted when a home is made more air tight, as part of a comprehensive weatherization program. Radon is another area of concern, as well as vermiculite and asbestos.

Housing repair programs incorporate many of these housing concerns through the Housing Quality Standards (HQS) standards. These standards also address 'unintentional injuries' which might be caused by inadequate safety precautions, i.e. lack of railings, grab bars in showers, proper access and egress, etc.

Following is a summary of Penquis experience with respect to key aspects of developing a 'healthy home':

Lead – Penquis contracts with the Maine Department of Human Services to inspect and remediate homes where child lead poisonings have occurred. We also manage the Lead Hazard Mitigation Program with Maine Housing, providing project inspections and remediation plans to remove lead hazards. Rob Seavey holds a number of lead training credentials, and is recognized as one of the more knowledgeable lead experts in the state. In addition to this direct experience identifying and remediating lead in the home, Penquis has contracted with the City of Bangor and the Healthy Maine Partnerships in the Penquis Health District to manage activities developed through the Lead Poisoning Prevention Fund program. This program focused on outreach and education to tenants and landlords to help eliminate lead poisonings. An extensive program of outreach has been developed, which has helped us improve our understanding of lead rules, laws, and public health issues.

Indoor Air Quality – Penquis tests regularly for indoor air quality as part of our energy audits. A combustion test is conducted on each home to determine worst case scenarios that might bring combustion gases into the home. Moreover, we work regularly to manage home air quality when it has the potential to impact residents, and particularly those with asthma. Staff is trained to identify mold and the causes of the moisture feeding this mold. Calculations are made about healthy air tightness limits for the home, and mechanical means are introduced to improve air exchanges, if necessary. Staff regularly following technical journals and participate in the workshops and trainings of the Maine Indoor Air Quality Council.

Home Hazards – Staff are trained to recognize such hazards as asbestos, vermiculite, and biological hazards in the home. Procedures have been adopted to comply with best practice approaches to manage and control these hazards. Moreover, staff has been trained in the Housing Quality Standards that address the entire home and to identify shortcomings that must be addressed for occupant safety.

Lab Analysis and Testing – Penquis works regularly with State and private laboratories for testing of household hazards.

Joint Project with Bangor Health and the Maine Health Access Foundation (MeHAF) – In October 2010 Bangor Healthy and Community Services (BH&CS) was awarded a grant from MeHAF for \$25,000. The purpose of the grant is to support a community effort to help integrate home repairs with households having children with asthma. Penquis is partnering with BH&CS and is part of the project team. The project will improve understanding among housing and health providers so that improved services could be developed to help asthmatics and, ultimately, improve health and reduce health costs. Penquis involvement is based on the premise that this approach could work for other hazards in the home and that exploring a cost effective means to further connect housing repairs to home health makes sense.

Experience and History Working with Local Health Care Providers – Penquis has worked with the following local health care providers, as part of our work to develop healthy homes:

- a. Bangor Health and Community Services – project to direct home repairs to homes with identified home repair needs that could be impacting the health of residents.
- b. Healthy Maine Partnerships – project to educate landlords, tenants, and homeowners about lead hazards and how to manage them to eliminate lead poisonings.
- c. Department of Health and Human Services – project partner with role of visiting suspected lead poisoning cases, testing for lead, and developing a remediation plan.
- d. Lead Poisoning Prevention Fund – contractor for project described in b), above. This project has led to other contacts with the DHS and Center for Disease Control, as well as connection to an emerging state strategy to expand the lead prevention program to one that also includes other health hazards in the home.
- e. Maine Health Access Foundation – Project partner on innovate effort to involve health care consumers in effort to direct home repairs to households having difficult asthma cases.
- f. Parents Are Teachers Too Program – Penquis Housing and Energy Services has partnered with this Penquis program that provides home visits to help parents manage and improve child welfare.

5. Qualifications of Project Personnel and Person Assigned to the Project

Penquis' Housing and Energy Services division has a staff of 42 and has the capacity to provide these administration services in a timely manner. The lead personnel will be as follows:

NAME: Michael Bush

POSITION: Penquis, Housing Developer

Project Director

A Certified CDBG Administrator, Michael is a 27 year veteran of CDBG work. He managed EMDC's technical assistance program for 14 years, providing technical assistance and CDBG grant administration for dozens of communities. He has worked on over \$20 million of CDBG projects from housing rehabilitation to infrastructure, community facilities, economic development, and planning projects. He has experience with all aspects of the program, including the design of housing programs, procurement, environmental reviews, Davis-Bacon, Civil Rights Compliance, LMI documentation, and various other aspects of the program. He currently serves on the Board of the Four Directions Development Corporation and is a member of Penobscot County Continuum of Care Homeless Council.

NAME: Mike Boney

POSITION: Building Specialist

Rehab Specialist

Mike has more than 15 years experience in construction supervision, including accurate takeoffs, estimating, budgeting, contracting, purchasing, and invoicing. He has experience with on-site construction management, scheduling, monitoring, and inspecting of all work from start to customer orientation. Mike has a history of working effectively with bankers, contractors, inspectors, city officials, and home buyers. Since 2008 Mike has been an energy auditor at Penquis. Prior to this position he was responsible for frame, layout and drywall installation in commercial and residential projects. Projects included: Jackson Laboratory, Penobscot River Bridge Observatory, Maine General Hospital, Colby College, and All Souls Congregational Church in Bangor.

6. Project Budget

Penquis will provide administration services on demand and in a timely and responsive manner.

Administration fees for CDBG grants are normally 15% of grant award, or as determined by OCD. We will reserve an amount to cover all the Town's expenses for advertising, audit fees, and administrative support. We estimate these costs at \$2000. Assuming a \$300,000 award, we estimate our fee as follows:

Administration	-	\$9,000
Housing Rehab	-	<u>\$34,000</u>
TOTAL	-	\$43,000

7. Schedule

Penquis is ready to begin. Following is a proposed schedule and work plan.

Project Workplan Phase II	Task Description	Schedule (by quarter)				
		I	II	III	IV	V
Complete all Phase II Activities	During this phase we'll complete Program Guidelines, complete Phase II contractual materials, and work with the Town to establish systems. Our work will result in a contract from the State.	XX				
Phase III						
Develop Town Guidelines	Develop final Program Guidelines to meet Town objectives	XXX				
Develop Procedures to Select Participants Into the Program	Develop procedures, tools, and tracking mechanisms to solicit participation, determine eligibility, and select participants for the program.	XXX	X			
Develop Mechanism to Integrate Health/Home Outreach to Identify and Select Program Participants	Penquis will collaborate with area health officials to identify, qualify, and select program participants.	XXX	XX			
Provide Liaison Between Town and State	Assist town to coordinate program development and meet state requirements	XXX	XX	XXX	XX	XX
Manage Construction Process	Inspect homes, specify improvements, put out to bid, select contractor, oversee construction, and process progress payments to contractor.		XX	XX	XX	XX
Provide Assistance to Town	Provide any and all such assistance to ensure that the Town meets its contract obligations.	XXX	XX	XXX	XX	XX
Maintain All Required Records and Documentation to Ensure CDBG Requirements are Met - per Veazie RFQ	Ensure all procedures, record keeping, and documentation meets State and CDBG requirements	XX	XX	XXX	XX	XX
Complete close out for Town	Complete close-out, ensure all documentation is complete, and assist with final audit					X)

8. Certifications

Michael Bush certifies that he is a Certified CDBG Administrator and is recognized by the Department of Economic and Community Development as such. Penquis also certifies that they have the capacity to satisfy the rehab tech portion of the grant and that Ed Stevens has completed the training course for this program.

TOWN OF VEAZIE
1084 Main Street, Veazie, ME 04401
Phone: (207) 947-2781 Fax: (207) 942-1654

ITEM # 8a



January 5, 2012

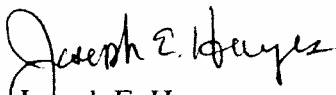
Travis Noyes
RSU 26 Director
21 Silver Ridge
Veazie, ME 04401

Dear Mr. Noyes,

The Veazie Town Council would like to meet with you on Wednesday, January 18, 2012 at approximately 7 PM at the Veazie Council Chambers. The purpose of the meeting is to discuss the projected RSU budget and its impact for FY 2012-2013 on the Town of Veazie.

The council meeting will begin at 6 PM that evening. Should you have any questions or any conflicts, please give me a call at 947-2781. I look forward to meeting with you.

Sincerely,


Joseph E. Hayes
Town Manager

cc: Alison Smith Mitchell, Chair, RSU #26 Board of Directors
Doug Smith, RSU #26 Superintendent
Christopher Dalton RSU #26 Director
Julia Hathaway RSU #26 Director

TOWN OF VEAZIE
1084 Main Street, Veazie, ME 04401
Phone: (207) 947-2781 Fax: (207) 942-1654



January 5, 2012

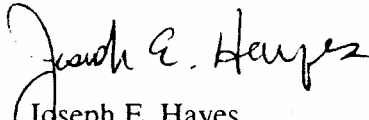
Christopher Dalton
RSU 26 Director
1290 Chase Road
Veazie, ME 04401

Dear Mr. Dalton,

The Veazie Town Council would like to meet with you on Wednesday, January 18, 2012 at approximately 7 PM at the Veazie Council Chambers. The purpose of the meeting is to discuss the projected RSU budget and its impact for FY 2012-2013 on the Town of Veazie.

The council meeting will begin at 6 PM that evening. Should you have any questions or any conflicts, please give me a call at 947-2781. I look forward to meeting with you.

Sincerely,


Joseph E. Hayes
Town Manager

cc: Alison Smith Mitchell, Chair, RSU #26 Board of Directors
Doug Smith, RSU #26 Superintendent
Julia Hathaway RSU #26 Director
Travis Noyes RSU #26 Director

TOWN OF VEAZIE
1084 Main Street, Veazie, ME 04401
Phone: (207) 947-2781 Fax: (207) 942-1654



January 5, 2012

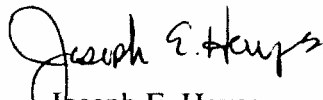
Julia Hathaway
RSU 26 Director
1490 State Street Lot 25
Veazie, ME 04401

Dear Ms. Hathaway,

The Veazie Town Council would like to meet with you on Wednesday, January 18, 2012 at approximately 7 PM at the Veazie Council Chambers. The purpose of the meeting is to discuss the projected RSU budget and its impact for FY 2012-2013 on the Town of Veazie.

The council meeting will begin at 6 PM that evening. Should you have any questions or any conflicts, please give me a call at 947-2781. I look forward to meeting with you.

Sincerely,


Joseph E. Hayes
Town Manager

cc: Alison Smith Mitchell, Chair, RSU #26 Board of Directors
Doug Smith, RSU #26 Superintendent
Christopher Dalton RSU #26 Director
Travis Noyes RSU #26 Director

Veazie
11:45 AM

Lien Maturity Notice Summary

ITEM # 8b

12/27/2011

Page 1

Account	Name	Principal	Interest	Costs	Current Int	Total
884	Brough, Rebecca 1490 State St trlr 53 Veazie ME 04401-8504	\$253.46	\$0.00	\$25.57	\$21.44	\$300.47
729	Cates, Lauren & Nick PIP 1490 State St trlr 28 Veazie, ME 04401 8500	\$79.91	\$0.00	\$8.54	\$10.80	\$99.25
653	Crowe, C. W. 17 Farvue Ave Bangor, ME 04401 4407	\$11,291.70	\$874.26	\$43.08	\$1,528.56	\$13,737.60
148	Crowe, Clyde 17 Farvue Ave. Bangor, ME 04401 4407	\$2,709.40	\$209.77	\$43.08	\$366.77	\$3,329.02
249	Crowe, Clyde 17 Farvue Ave Bangor, ME 04401 4407	\$2,844.30	\$220.22	\$43.08	\$385.03	\$3,492.63
650	Dye, Jeanine 1059 Main St Veazie, ME 04401 7012	\$186.20	\$14.42	\$43.08	\$25.21	\$268.91
945	Ham, Martin 1490 State St trlr 21 Veazie ME 04401	\$138.02	\$0.00	\$8.54	\$4.63	\$151.19
309	Knowlton, Percival Knowlton, Linda 1490 State St trlr 37 Veazie ME 04401-7059	\$322.78	\$0.00	\$14.08	\$16.87	\$353.73
606	Lessner, Christopher 1185 Chase Road #6 Veazie ME 04401	\$63.46	\$4.91	\$54.16	\$8.59	\$131.12
901	Walker, Christopher 1185 Chase Rd # 41 Veazie ME 04401-6919	\$60.03	\$0.00	\$8.54	\$6.73	\$75.30
Total:		\$17,949.26	\$1,323.58	\$291.75	\$2,374.63	\$21,939.22

PUBLIC WORKS WEEKLY REPORT 1/2/12 TO 1/6/12

Monday - 1/2/12 - Holiday

Tuesday - 1/3/12

1. Pick up Christmas trees in Town of Veazie
2. Brian to Bangor for DOT drug testing
3. Dennis with Fire Department to drop engine off for service
4. Final electrical inspection at State St. garage
5. Home Depot for Police Department spotlight bulbs and replaced
- Finish painting Town Managers office

Wednesday - 1/4/12

1. Pick up Christmas trees
2. Change date on town sign
3. Paperwork
4. Pick up parts to fix pick up truck and fixed
5. Pick up ceiling tiles at Home Depot for Town Managers office
6. Town Manager and I to Mutton Ln. to look at new house lot

Thursday - 1/5/12

1. Paperwork
2. Go over MMA training and sign in with Town Manager
3. Check lighting in town office parking lot
4. Meeting with municipal building electrician for list of supplies

Friday - 1/6/12

1. Pick up Christmas trees
2. Chip Christmas trees behind cemetery
3. Go to GEXPRO to pick up electrical supplies for electrician
4. Work with Town Manager on OSHA compliance paperwork
5. Load and fuel equipment for 1 to 2 inches of snow Friday night

**MAINE MUNICIPAL ASSOCIATION*****Risk Management Services***

60 Community Drive
PO Box 9109
Augusta, Maine 04332-9109

Telephone No.

(207) 626-5583
(800) 590-5583 Maine Only
Fax (207) 626-0513

January 3, 2012

Mr. Brian Stoyell, Public Works Director
Town of Veazie
1084 Main St
Veazie, Maine 04401-7091

RE: Loss Control Visit of 11/07/11

Dear Mr. Stoyell:

Thank you for meeting with me on Monday, November 7, 2011. The purpose of the meeting was to review the written safety programs for Public Works and discuss possible ways I might assist you and the department. We compared your safety policies to the ones required of a Public Works Department by the Maine Bureau of Labor. Although not a complete list of OSHA standards by which a Maine Bureau of Labor inspection might be performed, the compliance directive includes key items of a compliance inspection. The directive is intended to inform management of their responsibility to provide written safety programs, identify required employee training or education, perform equipment and facility inspections, and retain appropriate records. I have enclosed copies of the compliance directives for each municipal department within the Town of Veazie for your review and files.

During our meeting we identified the following issues: The Hazard Communication policy didn't have an accurate list of all chemicals used in your department. The Material Safety Data Sheets were not organized in such a manner that makes the books a quick and accurate reference guide. You should perform an inventory of all chemicals in your workplace with an eye toward eliminating products that do the same job or are no longer needed. Your MSDS should be accessible 24 / 7 and should be cataloged either alphabetically or numerically, whichever is easiest for you to use. In your Lockout / Tagout policy you need to create a list of all equipment that requires a lockout procedure to be applied. You need to create a lockout procedure for your air compressor. In addition, you need to conduct a supervisor's observation of a lockout procedure at least annually. The plumbed eyewash / drench shower must be tested as often as recommended by the manufacturer. Most eyewash station manufacturers recommend weekly flushing. Hydraulic floor jacks and bottle jacks and mechanical jack stands must be inspected twice per year. The high-pressure relief valve on your air compressor must be tested monthly or as frequently as recommended by the manufacturer. All of these inspections / tests must be documented and that documentation retained onsite. You must develop a Bloodborne Pathogens policy that pertains to your exposure. Your emergency action plan or the emergency egress maps need to be updated to match each other. A rally point is not identified. It also appeared

that with the Town Office, Police Department, Fire Department, and Public Works Department all sharing the same facility, you could create one municipal emergency response plan for use by all departments. This should reduce possible confusion and make implementation easier. Both you and Dennis must have portable fire extinguisher training annually. To comply with your Hearing Conservation policy, both you and Dennis should have audiograms completed. The last records we could find were from more than 24 months ago. You should also contact Safety Works and request onsite noise level testing of your chainsaws, zero-turn mower, cut-off saw, weed whacker, power broom, etc. That information will aid you in determining effective hearing protection.

We discussed your exposure to confined space entry and you informed me that municipal employees do not enter confined spaces. To support this you should place a statement to the effect that employees are not trained to enter confined spaces. Your Hazard Assessment for Personal Protective Equipment appears to meet the needs of the department. Since your hazard assessment for PPE does not indicate any respiratory hazards and you do not provide close-fitting respirators such as N95 or half-mask respirators for required or voluntary use, you should not need a respiratory protection policy.

If you have any questions or if I can be of further assistance, contact me at 1-800-590-5583, extension 2243, or direct dial at 624-0143, or e-mail at rtomas@memun.org.

Sincerely,



Robert M. Thomas
Sr. Loss Control Consultant

Town of Veazie

Memo

To: Joseph Hayes, Town Manager

From: Karen Morin, Deputy Clerk

Date: January 13, 2012

Re: Petition to Withdraw from RSU

This memo is meant to inform you that a resident has come in to the Town Office to start the petition process to withdraw from the RSU. I am currently researching the statutes and town charter to ensure the process is done properly.

A. For a referendum conducted pursuant to subsection 3:

(1) A reorganization plan is approved by a kindergarten to grade 12 school administrative district or kindergarten to grade 12 community school district if the majority of votes cast in the district is in favor of approval of the plan;

(2) A reorganization plan is approved by a regional school unit if the majority of votes cast in the regional school unit is in favor of approval of the plan;

(3) A reorganization plan is approved by the member municipalities of a community school district that does not provide public education for the entire span of kindergarten to grade 12 if the majority of votes cast in the member municipalities is in favor of approval of the plan. Approval results in all member municipalities joining the regional school unit for all purposes for kindergarten to grade 12; and

(4) A municipal school unit, including a municipal school unit that is a member of a school union, approves a reorganization plan if the majority of the votes cast in that municipality is in favor of approval of the plan.

B. For a referendum conducted pursuant to subsection 4, a reorganization plan is approved by a regional school unit if the majority of votes cast in the regional school unit is in favor of approval of the plan.

If a reorganization plan is approved by the affected school administrative unit, the commissioner shall file notice of approval of the unit with the state board.

6. Amended certificate of organization. If a plan for reorganization has been approved by the commissioner and approved by voters at the referendum under subsections 3 and 4, the commissioner shall issue an amended certificate of organization to the reorganized regional school unit.

§ 1466. Withdrawal of a single municipality from a regional school unit

NOTE: *The following version of subsection 1 is effective until January 1, 2012. (PL 2011, c. 328, §§1 and 2)*

1. Petition. The residents of a municipality that has been a member of a regional school unit for at least 3 years may petition to withdraw from the regional school unit in accordance with this subsection.

A. Ten percent of the number of voters in the municipality who voted at the last gubernatorial election must sign the petition to withdraw from the regional school unit.

B. At least 10 days before the special election called pursuant to this paragraph, the municipal officers of

the municipality within the regional school unit shall hold a posted or otherwise advertised public hearing on the petition. The municipal officers shall call and hold a special election in the manner provided for the calling and holding of town meetings or city elections to vote on the withdrawal from the regional school unit.

C. The petition to withdraw from the regional school unit must be approved by secret ballot by a majority vote of the voters present and voting before it may be presented to the regional school unit board and the commissioner. Voting in towns must be conducted in accordance with Title 30-A, sections 2528 and 2529, even if the towns have not accepted the provisions of Title 30-A, section 2528, and voting in cities must be conducted in accordance with Title 21-A.

For the purposes of this subsection, the 3-year period after which a petition to withdraw may be considered in a member municipality of a school administrative district that was reformulated as a regional school unit pursuant to Public Law 2007, chapter 240, Part XXXX, section 36, subsection 12 is 3 years after the original operational date of the school administrative district; and the 3-year period after which a petition to withdraw may be considered in a member municipality of a school administrative district that did not reformulate as a regional school unit but that became a member entity of an alternative organizational structure is 3 years after the operational date of the alternative organizational structure.

NOTE: *The following version of subsection 1 takes effect January 1, 2012. (PL 2011, c. 328, §§1 and 2)*

1. Petition. Beginning January 1, 2012, the residents of a municipality that has been a member of a regional school unit for at least 30 months may petition to withdraw from the regional school unit in accordance with this subsection.

A. Ten percent of the number of voters in the municipality who voted at the last gubernatorial election must sign the petition to withdraw from the regional school unit.

B. At least 10 days before the special election called pursuant to this paragraph, the municipal officers of the municipality within the regional school unit shall hold a posted or otherwise advertised public hearing on the petition. The municipal officers shall call and hold a special election in the manner provided for the calling and holding of town meetings or city elections to vote on the withdrawal from the regional school unit.

C. The petition to withdraw from the regional school unit must be approved by secret ballot by a majority vote of the voters present and voting before it may be presented to the regional school unit board and the

commissioner. Voting in towns must be conducted in accordance with Title 30-A, sections 2528 and 2529, even if the towns have not accepted the provisions of Title 30-A, section 2528, and voting in cities must be conducted in accordance with Title 21-A.

For the purposes of this subsection, the 30-month period after which a petition to withdraw may be considered in a member municipality of a school administrative district that was reformulated as a regional school unit pursuant to Public Law 2007, chapter 240, Part XXXX, section 36, subsection 12 is 30 months after the original operational date of the school administrative district; and the 30-month period after which a petition to withdraw may be considered in a member municipality of a school administrative district that did not reformulate as a regional school unit but that became a member entity of an alternative organizational structure is 30 months after the operational date of the alternative organizational structure.

2. Form. The article to be voted upon must be in substantially the following form:

"Article: Do you favor filing a petition for withdrawal with the board of directors of regional school unit (name of regional school unit) and with the Commissioner of Education, authorizing the withdrawal committee to expend \$ (insert amount) and authorizing the (municipal officers; i.e., selectpersons, town council, etc.) to issue notes in the name of the (name of municipality) or otherwise pledge the credit of the (name of municipality) in an amount not to exceed \$ (insert amount) for this purpose?

Yes No"

3. Notice of vote. If residents of the municipality vote favorably on a petition for withdrawal, the clerk shall immediately give written notice, by registered mail, to the secretary of the regional school unit and the commissioner that must include:

A. The petition adopted by the voters, including the affirmative and negative votes cast; and

B. An explanation by the municipal officers, stating to the best of their knowledge the reason or reasons why the municipality seeks to withdraw from the regional school unit.

4. Agreement for withdrawal; notice; changes in agreement; final agreement. The agreement for withdrawal must comply with this subsection.

A. The commissioner shall direct the municipal officers of the petitioning municipality to select representatives to a withdrawal committee as follows: one member from the municipal officers, one member from the general public and one member from the group filing the petition. The commissioner shall also direct the directors of the regional school unit board

representing the petitioning municipality to select one member of the regional school unit board who represents that municipality to serve on the withdrawal committee. The municipal officer and the member of the regional school unit board serve on the withdrawal committee only so long as they hold their respective offices. Vacancies must be filled by the municipal officers and the regional school unit board. The chair of the regional school unit board shall call a meeting of the withdrawal committee within 30 days of the notice of the vote in subsection 3. The chair of the regional school unit board shall open the meeting by presiding over the election of a chair of the withdrawal committee. The responsibility for the preparation of the agreement rests with the withdrawal committee, subject to the approval of the commissioner. The withdrawal committee may draw upon the resources of the department for information not readily available at the local level and employ competent advisors within the fiscal limit authorized by the voters. The agreement must be submitted to the commissioner within 90 days after the withdrawal committee is formed. Extensions of time may be granted by the commissioner upon the request of the withdrawal committee.

(1) The agreement must contain provisions to provide educational services for all students of the petitioning municipality within the regional school unit. The agreement must provide that during the first year following the withdrawal students may attend the school they would have attended if the petitioning municipality had not withdrawn. The allowable tuition rate for students sent from one municipality to another in the former regional school unit must be determined under section 5805, subsection 1, except that it is not subject to the state per pupil average limitation in section 5805, subsection 2.

(2) The agreement must establish that the withdrawal takes effect at the end of the regional school unit's fiscal year.

(3) The agreement must establish that the withdrawal will not cause a need within 5 years from the effective date of withdrawal for school construction projects that would be eligible for state funds. This limitation does not apply when a need for school construction existed prior to the effective date of the withdrawal or when a need for school construction would have arisen even if the municipality had not withdrawn.

(4) The agreement must establish how transportation services will be provided.

(5) The agreement must provide for administration of the new administrative unit, which should not

include the creation of new supervisory units if at all possible.

(6) The agreement must make provision for the distribution of financial commitments arising from outstanding bonds, notes and any other contractual obligations that extend beyond the proposed date of withdrawal.

(7) The agreement must provide appropriately for the distribution of any outstanding financial commitments to the superintendent of the regional school unit.

(8) The agreement must provide for the continuation and assignment of collective bargaining agreements as they apply to the new or reorganized regional school unit for the duration of those agreements and must provide for the continuation of representational rights.

(9) The agreement must provide for the continuation of continuing contract rights under section 13201.

(10) The agreement must provide for the disposition of all real and personal property and other monetary assets.

(11) The agreement must provide for the transition of administration and governance of the schools to properly elected governing bodies of the newly created administrative unit and must provide that the governing body may not be elected simultaneously with the vote on the article to withdraw unless the commissioner finds there are extenuating circumstances that necessitate simultaneous elections.

B. Within 60 days of the receipt of the agreement, the commissioner shall either give it conditional approval or recommend changes. The changes must be based upon the standards set forth in paragraph A and the commissioner's findings of whether the contents of the agreement will provide for appropriate educational and related services to the students of the petitioning municipality and for the orderly transition of assets, governance and other matters related to the petitioning municipality and the regional school unit.

C. If the commissioner gives conditional approval of the agreement, the commissioner shall notify the regional school unit board and the municipal officers by registered mail of the time and place of a public hearing at least 20 days prior to the date set for the hearing to discuss the merits of the proposed agreement of withdrawal. The chair of the regional school unit board shall conduct the hearing.

(1) The regional school unit board shall post a public notice in each municipality of the time and location of the hearing at least 10 days before the hearing.

(2) Within 30 days following the hearing under this paragraph, the withdrawal committee shall forward the final agreement to the commissioner.

D. If the commissioner recommends changes to the agreement, the commissioner shall:

(1) Send the agreement back to the withdrawal committee for necessary corrections;

(2) Establish a maximum time within which to make the corrections; and

(3) Indicate that the corrected agreement must be returned to the commissioner for conditional approval before it goes to public hearing as set forth in paragraph C.

5. Date of municipal election; notice; warrant; polling hours. The date and time for voting is as set forth in this subsection.

A. The commissioner shall determine the date upon which the voters of the petitioning municipality must vote upon the agreement submitted to them. The election must be held as soon as practicable, and the commissioner shall attempt to set the date of the vote to coincide with a statewide election.

B. At least 35 days before the date set in paragraph A, the commissioner shall give written notice of the date by registered or certified mail to the town clerk or city clerk of the municipality petitioning to withdraw.

C. The town clerk or city clerk shall immediately notify the municipal officers upon receipt of the notice under paragraph B, and the municipal officers shall meet and immediately issue a warrant for a special town meeting or city election, as the case may be, to be held on the date designated by the commissioner. No other date may be used.

D. In a warrant under paragraph C, the municipal officers shall direct that the polls are to be open at 10 a.m. and remain open until 8 p.m.

6. Public hearing; voting procedures. The following requirements apply to the voting procedures.

A. At least 10 days before the election, the municipal officers shall hold a posted or otherwise advertised public hearing on the withdrawal question.

B. Except as otherwise provided in this section, the voting at the meeting held in a town must be conducted in accordance with Title 30-A, sections 2528 and 2529, even if the town has not accepted the provisions of Title 30-A, section 2528.

C. The voting at the meeting held in a city must be conducted in accordance with Title 21-A.

7. Article. The article to be voted on must be in the following form.

"Article: Do you favor the withdrawal of the (name of municipality) from the regional school unit (name of regional school unit) subject to the terms and conditions of the withdrawal agreement dated (insert date)?

Yes No"

8. Ballots; posting of agreement. The withdrawal agreement need not be printed on the ballot. Copies of the agreement must be posted in the municipality in the same manner as specimen ballots are posted under Title 30-A, section 2528.

9. Required vote. A 2/3 vote of those casting valid votes in the municipality is required before the municipality may withdraw from the regional school unit.

10. Restriction on withdrawal petitions. A municipality within a regional school unit may not petition for withdrawal within 2 years after the date of:

A. A municipal vote on a petition for withdrawal if the petition received less than 45% of the votes cast; or

B. A municipal vote on a withdrawal agreement if the agreement received less than 60% of the votes cast.

11. Cost of advisors. The expense of employing competent advisors by the municipality petitioning to withdraw must be borne by the municipality, and the expense of employing competent advisors by the regional school unit must be borne by the regional school unit with the municipality bearing its share according to the regional school unit's cost-sharing agreement.

12. Determination of vote. The town clerk or city clerk shall, within 24 hours of determination of the result of the vote in the municipality, certify the total number of votes cast in the affirmative and the total number of votes cast in the negative on the article to the commissioner.

13. Determination of results; execution of agreement. If the commissioner finds that a 2/3 majority of the voters voting on the article have voted in the affirmative, the commissioner shall notify the municipal officers and the regional school unit board to take steps for the withdrawal in accordance with the terms of the agreement for withdrawal.

14. Recount; checklists and ballots; disputed ballots. This subsection applies to recounts, checklists, ballots and disputed ballots.

A. If, within 7 days of the computation and recording of the results of the voting, the municipality requests to the commissioner in writing a recount of the votes, the commissioner shall immediately cause the checklists and all the ballots cast in the municipality to be collected and kept at the commissioner's office so they may be recounted by the municipality.

B. The town clerk or city clerk of the municipality is authorized to deliver the checklists and ballots to the

commissioner, notwithstanding any other provision of law to the contrary.

C. The commissioner shall resolve any question with regard to disputed ballots.

15. Execution of agreement; certified record; certificate of withdrawal. When the agreement for withdrawal has been put into effect by the municipality, the municipal officers shall notify the commissioner by certified mail that the agreement of withdrawal has been executed. A complete certified record of the transaction involved in the withdrawal must be filed with the commissioner. The commissioner shall immediately issue a certificate of withdrawal to be sent by certified mail for filing with the regional school unit board and shall file a copy in the office of the Secretary of State.

16. Indebtedness. This subsection applies to outstanding indebtedness.

A. Whenever a municipality withdraws from a regional school unit having outstanding indebtedness, the regional school unit remains intact for the purpose of securing and retiring the indebtedness. The withdrawal agreement may provide for alternate means for retiring outstanding indebtedness.

B. For the purposes of this subsection, "outstanding indebtedness" means bonds or notes issued or assumed by the regional school unit board and lease-purchase agreements issued or assumed by the regional school unit, but does not include any indebtedness of the withdrawing municipality assumed by the regional school unit at the time of formation.

17. General purpose aid. When a municipality withdraws from a regional school unit, the general purpose aid for the municipality must be computed in accordance with chapter 606-B.

18. Committee recall. If the commissioner determines that the withdrawal committee has failed to comply with the requirements of this section, the commissioner may authorize the municipal officers to appoint new representatives to the withdrawal committee.

19. Transfer of property. The regional school unit board may negotiate with the withdrawal committee regarding an equitable division of the regional school unit's property between the regional school unit and the municipality represented by the withdrawal committee and transfer title of the property to the municipality following withdrawal. The regional school unit board shall determine that the regional school unit's educational program will not be disrupted solely because of the transfer of any given property before it may complete the transfer.

NOTE: Subsection 20 is repealed effective July 1, 2012. (PL 2011, c. 251, §§7 and 12)

20. Reorganization; penalties. A municipality that withdraws from a regional school unit under this section is not subject to penalties applicable to a nonconforming school administrative unit under section 15696 for 2 years after withdrawing from the regional school unit. A municipality that does not join a conforming school administrative unit within 2 years of withdrawal is subject to the penalties applicable to a nonconforming school administrative unit under section 15696. The remaining municipality or municipalities within the regional school unit from which the municipality withdraws are not subject to penalties applicable to a nonconforming school administrative unit under section 15696 for 2 years after the withdrawal of the municipality.

§ 1467. Transfer of a municipality from one regional school unit to another

1. Petition to commissioner. Two regional school unit boards may petition the commissioner by joint resolution to permit a municipality to transfer from one regional school unit to the other.

2. Transfer agreement. The 2 regional school unit boards and the municipal officers of the municipality involved shall form a committee to prepare a transfer agreement within 60 days after being authorized by the commissioner to prepare the agreement. Extensions of time may be granted by the commissioner.

A. The committee shall consider the standards set forth in section 1466, subsection 4, paragraph A in preparing the agreement.

B. The approval process for the agreement must follow the steps set forth in section 1466, subsections 4 to 17.

C. The following article must appear on the ballot when the transfer of a municipality is considered under paragraph B.

"Article: Do you favor permitting the (name of municipality) to transfer from regional school unit (name of regional school unit) into regional school unit (name of regional school unit) as a participating municipality of that regional school unit subject to the terms and conditions of the agreement of transfer approved by the Commissioner of Education dated (insert date)?"

Yes No"

A copy of the agreement must be posted with each warrant that directs the citizens to vote upon the question.

D. The article must be approved by a majority of votes cast in both regional school units and by a majority of votes cast in the municipality to be transferred before the agreement may take effect.

E. A complete certified record of the transaction involved in the transfer must be filed with the commissioner. The commissioner shall issue immediately a certificate of transfer to the secretaries of the regional school units by registered mail to be filed with the regional school unit boards involved and shall file a copy of the certificate of transfer in the office of the Secretary of State.

3. Outstanding indebtedness. Whenever a municipality is detached from a regional school unit having outstanding indebtedness, the municipality remains as part of the regional school unit from which it was detached for the purposes of paying its proper portion of the indebtedness until the indebtedness is redeemed. The municipality is not part of the regional school unit from which it was detached for the purpose of any outstanding indebtedness incurred subsequent to the date of the certificate of transfer.

For purposes of this subsection, "outstanding indebtedness" means bonds or notes issued or assumed by the regional school unit board and lease-purchase agreements issued or assumed by the regional school unit, but does not include any indebtedness of the detaching municipality assumed by the regional school unit at the time of formation.

§ 1468. State board review of commissioner's decisions

A regional school unit or other interested party may request that the state board reconsider decisions made by the commissioner under this subchapter. The state board has the authority to overturn decisions made by the commissioner. In exercising this power, the state board is limited by this subchapter.

**SUBCHAPTER 3
SCHOOL GOVERNANCE; PROGRAM**

§ 1471. Regional school unit board

A regional school unit board must be established in accordance with this section.

1. Size. Following the initial certification of a regional school unit, any change in the size, composition or apportionment of the regional school unit board must be determined by a joint meeting of all the municipalities within the regional school unit. Unless determined otherwise pursuant to section 1472, each regional school unit board must include at least one director from each municipality or subdistrict.

2. Term of office. In municipalities with annual elections, directors serve 3-year terms. In municipalities with biennial elections, directors serve 4-year terms. A director serves until a successor is elected and qualified.

3. Compensation. Compensation for attendance at a regional school unit board meeting must be between \$10

Meeting of the Orono-Veazie Water District Trustees

Held at the District Office on December 6, 2011

Meeting #400 called to order at 7:00 p.m.

Present: Chairman McCormack, Trustee Parker, Trustee Hall, Trustee Fortier, Trustee Borneman, and Supt. Cross

Minutes of meeting #399 approved as written.

- Item 1. A true list of water service assessments for November in the amount of \$68,823.67 was committed to Dennis Cross, Treasure by vote of Trustees.
- Item 2. Trustees were updated by Dennis on the Penta Contract situation.
- Item 3. Trustees reviewed the Income & Expense Statement for November 2011.
- Item 4. Trustees reviewed the Brantner, Thibodeau & Associates report on financial statements for the year ended December 2010. Trustees asked Dennis to follow up on a few minor comments.
- Item 5. Dennis discussed with Trustees that the District Health Insurance costs will increase by 4%.
- Item 6. Trustees reviewed truck replacement quotes and authorized Dennis to purchase a new truck.
- Item 7. Trustees authorized Dennis to increase the payroll as per the current standard cost of living increase.
- Item 8. The meeting adjourned at 8:30p.m.
- Item 9. The next meeting will be held at the District Office at 7:00 p.m. on January 3rd 2012.

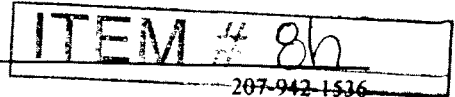
Respectfully submitted,

John McCormack

VEAZIE SEWER DISTRICT

34 HOBSON AVENUE

VEAZIE, MAINE 04401



VEAZIE SEWER DISTRICT NOVEMBER 9, 2011 – MINUTES 6:30 P.M.

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

- 1) Call Meeting to Order – Esther called the meeting to order at 6:32 p.m.
- 2) Consider Meeting Minutes of October 19, 2011– Gary moved to accept the minutes of October 19, 2011 as written; Esther seconded. Vote 2-0, passes.
- 3) Review Agenda – There were no changes to the agenda.
- 4) Lien/Foreclosure Update – Supt. Brooks reviewed the conversation he had with Attorney Tom Brown regarding the Crowe properties and taking possession of occupied properties. Tammy reviewed the Town's valuations of the properties. Esther said she would like the District to ensure that the Town's property taxes are paid. Esther moved that the District take possession of the Crowe properties that it has owned since October 9, 2011 barring unforeseen issues found by its attorney; Gary seconded. Vote 2-0, passes. Esther moved that the Trustees authorize Supt. Brooks to determine the minimum bid for each of the properties; Gary seconded. Vote 2-0, passes. The Trustees added that the issue of property taxes can be handled in the manner that the District's attorney thinks is best.
- 5) Superintendent's Report – a) The facility is operating well. No fall rains yet and our numbers are good. We continue to prep for winter. b) The utility garage roof was reshingled in less than two days. Doing the work in-house saved the District about \$1,400. c) The District's attorney met with the Town's attorney over the assessment issue. Our attorney states that there are no issues with the way we assess the Town. The Town's attorney, Tom Russell, disagrees but says it is not clear-cut and that a finding of repeal by implication is generally disfavored by the courts. Supt. Brooks said that he hopes the Town will decide to not spend more taxpayer money on this issue. He added that the District already has about \$2,000 invested in this issue. Supt. Brooks added that Erik Stumpf, the attorney that wrote our assessment memo, is the attorney the Town used when Tom Russell had a conflict of interest with the Town's tower issue. d) There is a COLA this year of 3.6%. Supt. Brooks stated that the Trustees decided in 2009 to start averaging 5 years of COLA figures for increases. The 5-year average this year will be 2.34%. Although the figure is not confirmed, it looks like the health insurance will be going up 4% this year. The increase last year was 9%. MMA and Anthem were briefly discussed. Esther asked if salaries would be discussed in December and Supt. Brooks said yes.
- 6) Other Business – Esther asked about the boundary survey. Surveyors were seen in the area today, and since we submitted all the necessary paperwork to them, the surveyors could have been working on our boundaries. The placeholder that Representative Parker placed in the legislature to get the District's charter changed is for fall during the next legislative session.

7) Adjournment – Gary moved to adjourn, Esther seconded. Vote 2-0, passes at 7:22.

NEXT MEETING: DECEMBER 14, 2011 AT 6:30 PM

Minutes approved December 14, 2011, by a vote of 2-0.

Gary Brown, Secretary. 12/14/11

Town of Veazie Fire/Rescue Department

MEMORANDUM**To: Chief Martin****From: Capt Metcalf****Date: December 12, 2011****Re: October Monthly Report****Incidents**

321 - EMS call, excluding vehicle accident with injury	8	34.78%
Total - Rescue & Emergency Medical Service Incidents	8	34.78%
4440 - Tree on wires	1	4.35%
4441 - Utility wire down other than power line.	1	4.35%
Total - Hazardous Conditions (No fire)	2	8.70%
500 - Service Call, other	1	4.35%
5001 - Burn Permit	4	17.39%
Total - Service Call	5	21.74%
611 - Dispatched & cancelled en route	1	4.35%
651 - Smoke scare, odor of smoke	1	4.35%
Total - Good Intent Call	2	8.70%
733 - Smoke detector activation due to malfunction	3	13.04%
743 - Smoke detector activation, no fire - unintentional	3	13.04%
Total - False Alarm & False Call	6	26.09%
Total for Station	23	100.00%

Day of the Week	Number of Incidents
Sunday	5
Monday	1
Tuesday	4
Wednesday	2
Thursday	5
Friday	2
Saturday	4

Town of Veazie Fire/Rescue Department

Time of Day	Number of Incidents
02:00:00 to 02:59:59	2
03:00:00 to 03:59:59	1
08:00:00 to 08:59:59	1
09:00:00 to 09:59:59	1
10:00:00 to 10:59:59	5
11:00:00 to 11:59:59	2
12:00:00 to 12:59:59	2
14:00:00 to 14:59:59	4
19:00:00 to 19:59:59	1
23:00:00 to 23:59:59	4

Weekly Training

Search & Rescue Review, - 10/6/2011 6:00:00PM
EMS/Assisting ALS Providers - 10/13/2011 6:00:00PM
Haz-Mat Incident Procedures- 10/20/2011 6:00:00PM
Forcible Entry- 10/27/2011 6:00:00PM

Additional Individual Training

Pine Tree Burn Fire & Life Safety Education Conference 10/14-16/2011
Fire Officer Leadership Training – The Art of Reading Smoke 10/22/2011
Fire Instructor Instructional Techniques Review 10/23/2011
Emergency Vehicle Operations Class 10/23/2011 &10/30/2011
Car Fire Attack with Orono Fire 10/26/2011

Other Activities

Monthly ladder inspections
Public Education Activity Veazie Community School Pre-K
Reconstructed a haz mat decon shower

Town of Veazie Fire/Rescue Department

MEMORANDUM

To: Chief Martin

From: Capt Metcalf

Date: December 12, 2011

Re: November Monthly Report



Incidents

111 - Building fire	1	5.56%
Total - Fires	1	5.56%
321 - EMS call, excluding vehicle accident with injury	8	44.44%
353 - Removal of victim(s) from stalled elevator	1	5.56%
Total - Rescue & Emergency Medical Service Incidents	9	50.00%
4441 - Utility wire down other then power line.	1	5.56%
Total - Hazardous Conditions (No fire)	1	5.56%
500 - Service Call, other	1	5.56%
5001 - Burn Permit	1	5.56%
552 - Police matter	1	5.56%
571 - Cover assignment, standby, moveup	1	5.56%
Total - Service Call	4	22.22%
740 - Unintentional transmission of alarm, other	1	5.56%
743 - Smoke detector activation, no fire - unintentional	2	11.11%
Total - False Alarm & False Call	3	16.67%
Total for Station	18	100.00%

Day of the Week	Number of Incidents
Sunday	1
Monday	3
Tuesday	1
Wednesday	6
Thursday	2
Friday	1
Saturday	4

Town of Veazie Fire/Rescue Department

Time of Day	Number of Incidents
07:00:00 to 07:59:59	3
08:00:00 to 08:59:59	1
10:00:00 to 10:59:59	1
11:00:00 to 11:59:59	4
12:00:00 to 12:59:59	1
13:00:00 to 13:59:59	2
14:00:00 to 14:59:59	1
16:00:00 to 16:59:59	1
18:00:00 to 18:59:59	1
19:00:00 to 19:59:59	1
22:00:00 to 22:59:59	2

Weekly Training

Engine Company Attack Evolutions 11/3/2011 6:00:00PM

Annual Respiratory Protection Review 1910.134 11/17/2011 6:00:00PM

EMS Training – Trauma Review 11/10/2011 6:00:00PM

Additional Individual Training

Maine EMS Protocol Update Review - 11/8/2011

Emergency Vehicle Operations Class 11/20/2011

Other Activities

Monthly ladder inspections

Public Education Activity Veazie Community School Pre-K

Town of Veazie Fire/Rescue Department

MEMORANDUM

To: Chief Martin

From: Capt Metcalf

Date: January 9, 2012

Re: December Monthly Report



Incidents

113 - Cooking fire, confined to container	1	6.25%
Total - Fires	1	6.25%
321 - EMS call, excluding vehicle accident with injury	8	50.00%
Total - Rescue & Emergency Medical Service Incidents	8	50.00%
413 - Oil or other combustible liquid spill	1	6.25%
420 - Toxic condition, other	1	6.25%
Total - Hazardous Conditions (No fire)	2	12.50%
500 - Service Call, other	1	6.25%
5001 - Burn Permit	1	6.25%
5710 - Mutual Aid, Cover assignment, standby at fire station	1	6.25%
Total - Service Call	3	18.75%
743 - Smoke detector activation, no fire - unintentional	1	6.25%
745 - Alarm system sounded, no fire - unintentional	1	6.25%
Total - False Alarm & False Call	2	12.50%
Total for Station	16	100.00%

Day of the Week	Number of Incidents
Sunday	3
Monday	2
Tuesday	2
Wednesday	1
Thursday	4
Friday	2
Saturday	2

Town of Veazie Fire/Rescue Department

Time of Day Number of Incidents

03:00:00 to 03:59:59	1
04:00:00 to 04:59:59	1
09:00:00 to 09:59:59	2
10:00:00 to 10:59:59	2
12:00:00 to 12:59:59	2
13:00:00 to 13:59:59	1
15:00:00 to 15:59:59	3
17:00:00 to 17:59:59	1
18:00:00 to 18:59:59	1
20:00:00 to 20:59:59	1
21:00:00 to 21:59:59	1

Weekly Training

Search & Rescue/respiratory protection (SCBA), 12/1/2011 6:00:00PM
Communication/Team Building Exercise, 12/15/2011 6:00:00PM
Practical Skills Review Stations, Ladder Carries/Raises & Advancing charged line through a structure 12/22/2011 6:00:00PM
MCI Training, 12/29/2011 6:00:00PM

Additional Individual Training

Department New Hire Orientation, - 12/8/2011 6:00:00PM
Driver Training, - 12/15/2011 3:30:00PM
Department New Hire Orientation, - 12/20/2011 12:15:00PM
Incident Management System (Required NIMS Training) - 12/20/2011 5:00:00PM
Incident Management System, (Required NIMS Training) - 12/23/2011 2:00:00PM
Incident Management System (Required NIMS Training) - 12/29/2011 9:00:00AM
Department New Hire Orientation, - 12/31/2011 10:30:00AM

Other Activities

Put Ladder 195 in Festival of Lights Parade
Monthly ladder inspections
Monthly municipal building fire extinguisher checks
Officer Meeting