



## AGENDA

- ITEM 1.** Call to Order
- ITEM 2.** Secretary Call the Roll Call
- ITEM 3.** Consideration of the Agenda
- ITEM 4.** Consideration of the January 18, 2012 Council Meeting Minutes
- ITEM 5.** Meeting with Town Attorney Russell
- ITEM 6** Meeting with Veazie RSU 26 Directors and Superintendent Doug Smith
  - a.) RSU Budget Projection and Discussions for FY 2012-2013
  - b.) Withdrawal Petition Update
- ITEM 7.** New Business  
Discuss the deeding of the Veazie School to RSU 26 and if necessary to authorize the Town Manager to sign such document
- ITEM 8** Authorize the Town Manager to sign a business association agreement with the Town of Orono for EMS Services
- ITEM 9** Review and discuss Veazie tree forester's report and to act on it if necessary
- ITEM 10.** Unfinished Business  
Consideration of the poverty abatement request
- ITEM 11.** To act on the Assessor's recommendation to do a town-wide revaluation
- ITEM 12.** Update on Code Enforcement Officers rates and to act if necessary
- ITEM 13** Additions by Council
- ITEM 14.** Manager's Report
- ITEM 15.** Comments from the Public
- ITEM 16.** Requests for Information and Town Council Comments
- ITEM 17.** Review of Town Warrant 16 and Town Payroll 16

**ITEM 18**      Executive Session if necessary

**ITEM 19.**      Adjournment

Joseph Friedman  
1 Veazie Villas  
852-0933

Jonathan Parker  
1149 Buck Hill Dr.  
947-4740

Brian Perkins  
1116 Chase Rd.  
942-2609

Tammy Olson  
5 Prouty Drive  
947-9624

David King  
1081 Main Street  
942-2376

## **Agenda Notes**

**ITEM 6.** On the school withdrawal, a petition request was presented to the town clerk to begin the process of withdrawing Veazie from Regional School Union 26. The petition is now in circulation and it will need 88 registered Veazie voters to move to the next stage. I have enclosed a copy of the RSU withdrawal procedure in your packet.

Superintendent Doug Smith will be at your meeting along with the Veazie RSU Directors to discuss the RSU funding issues. Hopefully we should get an update on what the financial situation looks like now.

**ITEM 7.** A deed along with a memo has been forwarded to the Town from Town Attorney Tom Russell regarding the transfer of the Veazie school from the Town of Veazie to RSU 26. Attorney Russell will be at your meeting to answer questions regarding the transfer of the school to the RSU and what will happen with the transfer should Veazie leave the RSU. It is my understanding that the RSU will take legal action against the Town should the school not be transferred shortly.

**ITEM 9.** David Wardrop, the Veazie Town Forester, has presented his Tree Hazard Report for the Town. The information is in your packet.

**ITEM 10.** The applicant for the tax abatement has paid the taxes for the 2009 tax year so it would be recommended that the application be denied due to the Town receiving a payment.

**ITEM 12.** In your packet are the going rates for code enforcement officers in the area. I have checked with several towns and they are paying between \$19 to \$32. I have spoken to an area CEO who works full time and he was going to put some feelers out there on who might be available. One thing is certain we will need a certified CEO and LPI. I am in hopes I will have more information on this by Monday's meeting.

## **Manager's Report**

Clyde Crowe paid all of his 2009 property taxes on January 20<sup>th</sup>. As of January 22<sup>nd</sup>, there are five taxpayers who have outstanding 2009 taxes. The total owed as of January 22<sup>nd</sup> is \$416.23. All these properties are mobile homes located on rental lots. It is my recommendation that we waive the foreclosures but not the lien on Thursday, February 9<sup>th</sup>, if not they will foreclose on Friday, February 10<sup>th</sup>.

Mr. Crowe maintains that when the Town foreclosed on his three properties for the 2005 property taxes in January of 2008 mistakes were made. He says that the Town sold the property to his wife in August of 2008 (after the properties were advertised and bids were submitted but not open). He says that the Town failed to issue a quit claim deed for the property and in its place discharged the liens instead. It is my understanding that once the automatic foreclosure happens, the Town owns the property and would need to issue a quit claim deed. Town staff is checking on his claim.

On the budget process, the police department, recreation, administration, and public works have begun the budget process. I am reviewing the cell phone usage, as well as the telephone charges as well as the phone system. Another area of possible savings may be in the area of how the Town is

collecting its universal waste. I am examining our operations to see if savings can be achieved. I believe that the collection of universal waste will have to be modified to meet state requirements. I will have more info by the next meeting.

I have looked over the Town's fireworks ordinance and have found that there is a reference in our ordinance (19.02) to a section of the State statutes that has been repealed. Unfortunately, it is the definition section of the State statutes (8 MRSA 211) that's been repealed. So without definitions, the ordinance as it is written now may be invalid. I have met with fire and police on amendments to our ordinance, however, I need to know what the Council's wishes are.

Currently there are several communities that have adopted ordinances. I have enclosed several of them in your packet. Please look the material over. Both Chief Martin and Chief Leonard will be at the Council meeting to give you their suggestions and recommendations.

Each year communities are asked to look over the waste generation figures to see if the actual numbers resemble the amount of waste that the town guarantees delivery to the Penobscot Energy Recovery Plant in Orrington. This past year, the Town of Veazie guaranteed to deliver 800 tons of trash to the PERC plant in Orrington. According to the last PERC bill for December, we delivered only 661.14 tons a shortage of 138.86 tons. This may result in a penalty to the Ttown for a shortage of the tons we guaranteed

Waste Water Superintendent Gary Brooks delivered a copy of the Veazie Sewer District's audit for 2010 and May 31, 2011 to the Town Office. I have enclosed a copy of the report in your packet.

Financial information was provided to the Council at the workshop.

I met with Nicole Pellenz from TD Bank and they will not be charging us fees as long as we keep a minimum amount in the checking account.

In your packet is an email from the Town of Sedwick referencing local food and community self-governance ordinance.

In your packet is a copy of the January 23<sup>rd</sup> goals.

In your packet is a copy of the Planning Board's upcoming meeting's agenda.

**PRESENT:** Chairman Friedman, Councilor Perkins, Councilor Parker, Councilor King, Town Manager J. Hayes, Deputy Clerk K. Morin, Office Administrator J. Reed, Police Chief M. Leonard, Recreation Director R. Young, Public Works Director B. Stoyell, Assessor B. Birch, Members of the Public. Councilor Olson was late and excused.

**ITEM 1.** The January 18, 2012 Veazie Town Council meeting was called to order at 6:00PM.

**ITEM 2. Consideration of the Minutes**

Motion By: Councilor Perkins—to accept the December 19, 2011 meeting minutes as written. Seconded: Councilor Parker, Voted 4 -0 in favor.

**ITEM 3. Consideration of Agenda**

Chairman Friedman stated he would like to have a workshop on Monday, January 23<sup>rd</sup> at 6:30pm to discuss goals. It was the consensus to do so.

**ITEM 4. Meeting & Presentation by Assessor Ben Birch**

Assessor Ben Birch was present to give a presentation to the Council on revaluations.

Assessor Birch outlined that the Town's personal property accounts have override features and incomplete inventories. People with personal property in Veazie should be filing a declaration every year and they should be mailed out every year. Assessor Birch stated he would like to mail them out by the end of February, first of March.

Assessor Birch outlined that there is a lot of information on assessment cards that is needed to calculate an assessed value. For example, building style, dwelling units, stories, year built, kitchen/bathroom style, heat type, etc. Grade factor is especially important. A lot of the cards are missing this information. There are currently around 400 accounts out of 890 that have overrides on them and are missing the data to "back up" the override valuation.

Councilor Perkins asked Assessor Birch to explain the overrides. Assessor Birch outlined that an override can be done in the software for the assessor to put in a valuation of a property that he feels is fair, equitable and reasonable, but should have the data behind it to validate it. They should also be reviewed on an annual basis.

Assessor Ben Birch passed out estimates on revaluation prices and a list of revaluation firms. He has contacted nine firms and four of them could complete the revaluation in the time frame Veazie needs. He would like the Council to give consideration to having a revaluation. He outlined that they could get an RFP out and have it back in time for the upcoming budget process. The Town would only have to budget 80% because the remaining 20% would not have to be paid until after the final hearing and completions which would be after July 1, 2013 which would be in a new budget year.

Assessor Birch gave a Powerpoint presentation on revaluations to the Council. He outlined that Veazie's last revaluation was done in 1981. Assessor Birch outlined that he would like to hold neighborhood meetings to give a presentation to the residents on revaluations and to explain the process to them.

It was the consensus of the Council to move forward with the neighborhood meetings and to have the revaluation topic on the next agenda to discuss it.

**ITEM 5a. Act on the Resignation of Charles Osgood as an Alternate Member of the Planning Board**

Manager Hayes stated that he had spoke with Mr. Osgood to find out what had taken place. Mr. Osgood did not feel that he had a good enough role in the Planning Board. There was brief discussion on when the last time the Planning Board had received training.

Motion By: Chairman Friedman—to accept Charles Osgood's resignation.  
Seconded: Councilor Parker, Voted 5-0 in favor.

**ITEM 6 Sign Agreement for Certified CDBG Grant Administration Services with Penquis**

Manager Hayes outlined that there was a date change in the agreement. It was back dated to October 2011 because that is really when the contract starts.

Councilor Perkins inquired if Manager Hayes had any idea how much time he will have to spend on the project. Manager Hayes stated he was not sure but that the Town can bill for staff's time spent working on it. Manager Hayes also added that there are still a few quirks that need to be worked out with the grant.

**ITEM 7. Additions by Council**

There were no additions by the Council.

**ITEM 8. Manager's Report**

Manager Hayes outlined that Clyde Crowe had come in to pay his property taxes. Manager Hayes spoke with the Sewer District and they will be putting the properties out to bid. Manager Hayes stated he contacted Mr. Crowe and informed him that the Town will accept payment from him with no conditions on the payment, however that paying the Town will not stop any legal action the Sewer District takes.

Manager Hayes outlined that the Town received a letter from the town attorney that the RSU is requesting the Town sign over the school to them. The RSU board members couldn't be at this meeting but will be at the next meeting.

Ten properties were mailed thirty day foreclosure notices on December 27<sup>th</sup>. A list was included in the Councilor's packet.

Manager Hayes stated that he has started the budget process. He is asking for a month by month breakdown. He is also requesting a weekly report from the Public Works Department and a monthly report from code enforcement.

Manager Hayes outlined that he is looking for direction on the sale of fireworks in Veazie from the Council. Chief Leonard stated that an ordinance has been drafted and it was recommended it go to the Planning Board.

There was discussion on the RSU wanting the school signed over. It was outlined that if they want the building they should take the debt that goes with it. The Council would like the Town Attorney present at the next meeting. Manager Hayes outlined that the process has been started on a petition to withdraw from the RSU.

**ITEM 9.       Comments from the Public**

Member of the public Bill Reed inquired on the audit follow-up on errors found. Manager Hayes stated that it is suppose to be fixed and the Town will get a revised audit. Member of the public Bill Reed recommended the vote on the transfer taking place earlier so as to avoid confusion.

Member of the public Joan Perkins inquired on the copies of the RSU presentation that was done at a previous meeting. The gentleman doing the presentation had stated that he would get copies of the presentation to the Council and anyone that wanted it. The Council stated that they had not received anything from the RSU yet.

Member of the public Robert Rice inquired on the number of signatures required on the petition. Deputy Clerk Morin outlined that they needed 10% of the number of voters who voted in last gubernatorial election, which works out to 88 signatures.

**ITEM 10.      Requests for Information and Town Council Comments**

Councilor Olson requested fund balances; ie. municipal credit reserve, undesignated fund, etc. She also inquired about Margaret Van Aken getting her Boston Post Cane. Recreation Director Young stated that he has been to her home four times and she hasn't been home. It was the consensus to invite her to a Council meeting to present it to her.

Member of the public/Budget Committee member Patrick Joyce inquired whether the Council or Manager had any ideas on revenue. Manager Hayes outlined that he expected municipal revenue sharing to fall and local roads assistance funds to decrease as well. The talk of cuts in the Department of Health & Human Services could also affect the general assistance program. The Town currently gets reimbursed 50% from the State for assistance granted. Chairman Friedman stated that the Town is going to have to make some tough changes. They are going to need a lot of input from the taxpayers on what they want for services. The financial outlook from the State isn't getting any better.

**ITEM 11.      Warrants:** Town Warrants 15, 15A and Town Payroll 15 were circulated for signature.

**ITEM 12a. Executive Session – Pursuant to 1 M.R.S.A. 405 (6) Personnel Matter**

Motion By: Councilor Perkins—to move into executive session pursuant to 1 M.R.S.A. 405 (6) to discuss a personnel matter. Seconded: Councilor Olson, Voted 5-0 in favor.

Motion By: Chairman Friedman—to close the executive session. Seconded: Councilor Perkins, Voted 5-0 in favor.

Motion By: Councilor Olson—to authorize the Town Manager to gather additional information and present to the Council regarding the Town's code enforcement needs. Seconded: Councilor King, Voted 5-0 in favor.

**ITEM 12. Executive Session – Pursuant to 36 M.R.S.A 41(2) to Deliberate Over an Abatement Request**

Motion By: Councilor Perkins—to move into executive session pursuant to 36 M.R.S.A 41(2) to deliberate over an abatement request. Seconded: Councilor Olson, Voted 5-0 in favor.

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

**ITEM 13. Consideration of the Abatement**

It was the consensus of the Council to table the abatement request until next meeting.

**ITEM 14. Adjournment:** Motion: Councilor King—to adjourn the January 18, 2012 Town Council Meeting. Seconded: Councilor Olson. There was no further discussion. Voted 5-0. Meeting adjourned 8:47pm.

*A true record, Attest:*



*Karen Morin  
Deputy Clerk  
Town of Veazie*

**FARRELL, ROSENBLATT & RUSSELL**

ATTORNEYS AT LAW  
61 MAIN STREET  
P.O. BOX 738  
BANGOR, MAINE 04402-0738

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GREGORY P. DORR  
ROGER L. HUBER

TELEPHONE (207) 990-3314  
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e-mail: tar@frrlegal.com

**M E M O R A N D U M**

Date: January 24, 2012  
To: Veazie Town Council  
From: Tom Russell  
Re: Transfer of School Property to RSU #26

It is my understanding that on January 27, 2009, the voters of Glenburn, Orono and Veazie voted to reorganize their municipal school departments and to jointly form RSU #26. It is also my understanding that the operational date of RSU #26 was July 1, 2009.

Title 20-A M.R.S. §1462 governs the transfer of school property and assets to a duly formed regional school unit. In particular, §1462(1) authorizes the board of directors of each regional school unit to determine what school property of each municipal school unit is necessary to carry out the functions of the regional school unit, and to request in writing that the municipal officers of the municipal school unit transfer title of their school property and buildings to the regional school unit. Section 1462(2) provides that the municipal officers shall make the requested transfer of property and assets to the regional school unit. Section 1462(3) provides that the regional school unit shall assume the outstanding indebtedness of a school administrative unit (including a municipal school unit) for school construction projects. However, Section 1506(2) provides that the existing debt held by an original education unit remains the obligation of that original education unit, and Section 1506(2)(A) provides that if the new unit (i.e., the RSU) fails to pay any amount of the existing debt, the original education unit remains responsible for the deficiency.

The Reorganization Plan for RSU #26 provides, at Section 3.A(5), that except as listed, all real property interests (including land, buildings, etc.) of the school administrative units (i.e., Glenburn, Orono and Veazie municipal school units) shall be the property of the regional school unit. It also provides that the RSU Board may require such deeds or other instruments of transfer as in its judgment is necessary to establish the RSU's right, title and interest in the real property. For Veazie, the excluded property was identified as "Tennis courts". The Plan provided that a

legal description of the property to be transferred from Veazie to RSU #26 was appended to the Plan, and a property description entitled "Property Description of land to be conveyed to the Regional School Unit by The Town of Veazie" was in fact appended to the Plan.

Under Section 6 of the Plan, RSU #26 assumed liability to pay certain bonds, including the 1998 General Obligation Bond of Veazie in the original principal amount of \$5,383,000, with a principal balance as of July 1, 2009 of \$2,422,350 and a maturity date of November 1, 2017. However, as noted above, although RSU #26 agreed to assume payment of the General Obligation Bond, the Bond was not re-financed and remains the legal obligation of the Town of Veazie.

After I began representing the Town in mid-2010, I discussed the status of the school property with Bill Reed. He indicated that due to the legal responsibility of the Town for the General Obligation Bond, he was not comfortable with the Town conveying the school property to RSU #26. I explained to him that in my representation of Glenburn and Orono in the transfer of town-owned school property to RSU #26, we used a form of deed known as a "Fee Simple Subject to a Condition Subsequent". Essentially, such a deed gives the grantor the right to reacquire title to the real estate in the event that one or more of the triggering conditions set forth in the deed have been broken. The conditions used in the Glenburn and Orono deeds to RSU #26 were: (1) that the property be used for public school purposes, (2) that the grantor remain a member of RSU #26, and/or (3) RSU #26 is not dissolved. The deeds provided that if property is used in any manner that breaches the use condition or is no longer used for public school purposes, if the grantor is no longer a member of RSU #26, and/or if RSU #26 is dissolved, the grantor shall have the right to re-enter and re-take the property, and be re-vested with title to the property. I suggested to Bill Reed that one way to deal with the Bond issue would be to include payment of the local share of the Bond by RSU #26 as one of the triggering conditions.

Last fall, I was contacted by Robert Nadeau, an attorney representing RSU #26, who indicated that the District wanted to proceed with the acquisition of the school property due to liability and insurability issues related to its status as a party in possession with no legal interest in the property. We soon discovered that the Reorganization Plan was in error. Instead of describing the property to be conveyed to RSU #26, the description in the Plan was really the 4 acre "tennis court" parcel that was to be retained by the Town. Rob's law firm obtained information from the Town Office and the Registry of Deeds, and presented me with a proposed deed in late September 2011. The deed basically conveyed all property by incorporating deed references for the source parcels, and excepting out the 4 acre parcel. I advised Rob that the deed was unacceptable, as it did not utilize the format used by Glenburn and Orono. Since I was not familiar with the Town's ownership of the school property, I obtained various plans from CES, Inc., and reviewed various documents recorded in the Registry of Deeds. I discovered that any deed to RSU #26 should also except out the parcel conveyed to Graham School Senior Housing Associates Limited Partnership, and the parcel leased to Veazie Village Senior Housing Limited Partnership.

I revised the proposed deed to be a Release Deed (Fee Simple Subject to Conditions Subsequent), and I included payment of the Bond as a triggering condition. I also revised the

property description to also except out the Senior Housing parcels. Rob informed me on January 17<sup>th</sup> that the proposed deed was acceptable.

I have also provided a copy of the proposed deed. It is my understanding that this matter will be on the Town Council agenda for the meeting of January 30<sup>th</sup>. I will be attending that meeting to discuss this matter with you.

ITEM # 6

School Info

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



January 20, 2012

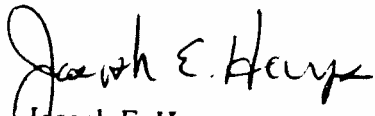
Christopher Dalton  
RSU 26 Director  
1290 Chase Road  
Veazie, ME 04401

Dear Mr. Dalton,

The Veazie Town Council would like to meet with you on Monday, January 30, 2012 at 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 as well as any other subject.

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 20, 2012

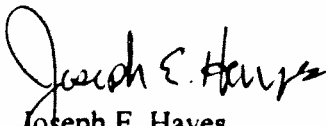
Julia Hathaway  
RSU 26 Director  
1490 State Street Lot 25  
Veazie, ME 04401

Dear Ms. Hathaway,

The Veazie Town Council would like to meet with you on Monday, January 30, 2012 at 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 as well as any other subject.

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

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



January 20, 2012

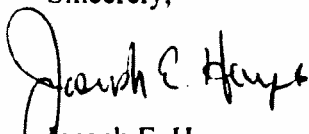
Travis Noyes  
RSU 26 Director  
21 Silver Ridge  
Veazie, ME 04401

Dear Mr. Noyes,

The Veazie Town Council would like to meet with you on Monday, January 30, 2012 at 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 as well as any other subject.

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

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



Message

Tue, Jan 24, 2012 9:43 AM

From: "Douglas K. Smith" <smithdk@glenburn.net>  
billstockmeyer@dwmlaw.com

To: "Alison Mitchell" <amitchell@riversidersu.org> beaniebabylover@gmail.com  
cdalton410@myfairpoint.net "Eric Voelker" <evoelker@riversidersu.org>  
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Cc: "Tom Sullivan" <sullivant@glenburn.net> "Jeffrey Paul" <paulje@glenburn.net>  
"Douglas K. Smith" <smithdk@glenburn.net>  
"Bob Sinclair" <bsinclair@riversidersu.org>  
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"Jim Chasse" <jchasse@riversidersu.org> "Robert Lucy" <rlucy@riversidersu.org>  
sophiew@orono.org "Michael Crooker" <crookerm@glenburn.net>  
**Joseph Hayes** mjoconnor@PrentissandCarlisle.com

Subject: Fwd: RSU Withdrawal Steps Memo with Timeline added [DWM-Client.FID272000]

Attachments: Attach0.html / Uploaded File 11K  
Attach0.html / Uploaded File 9K  
RSU Withdrawal Steps Memo with Timeline (2).DOC / Uploaded File 51K

----- Original Message -----

Hi, Doug. Here is the memo. I have added two elements.

First, in bold italics I have added possible dates.

Second, at the end I have added a timeline.

Please note that I have not included all the legally required steps, such as ballot deadlines and all of the warrant and hearing posting deadlines, which are capable of being scheduled within the attached timeline. I have only included the major steps to show the time that will be required to get

---

everything done.

Based on this work, and since activities have either legally required timeframes, or deadlines outside the RSU board's control, it does not appear possible to complete the process prior to commencement of fiscal year 2013.

It may be possible to hold the final referendum on the November statewide election date, but that requires some of the elements to be completed in less than the time legally permitted, so this cannot be guaranteed.

It would therefore appear that if a town withdraws, it would do so effective June 30, 2013 and not June 30, 2012.

Give me a call when you have had a chance to review this.

**DrummondWoodsum**

Maine | New Hampshire

**E. William Stockmeyer** | Attorney

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## **RSU Withdrawal Steps, Legal Requirements and Timeline Considerations**

**By: E. William Stockmeyer**

The following is a summary list of the steps required for withdrawal of a municipality from an RSU. The “critical path” time considerations are highlighted in yellow. There are other time considerations, but these can be accommodated within the critical path.

If two towns both propose to withdraw, the RSU may need to handle each withdrawal separately, since one might proceed and the other not be approved.

In a nutshell, there are five key steps, including two Town elections:

- (1) Initiation of the process with a petition by the Town proposing to withdraw;
- (2) A secret ballot vote in the Town proposing to withdraw to approve the petition;
- (3) Development of a withdrawal agreement by a withdrawal committee, to be negotiated with the RSU (if two towns are in the withdrawal process, the RSU will need to negotiate with two separate withdrawal committees);
- (4) Approval of the withdrawal agreement by the Commissioner;
- (5) A public vote in the town proposing to withdraw on the proposed withdrawal, with 2/3rds voting yes in order to approve withdrawal.

In more detail, the process is as follows: (see 20-A M.R.S.A. Section 1466):

1. The process is initiated by a petition signed by residents of the town proposing to withdraw (the “Withdrawing Town”), including signatures of 10% of the number of voters of the Withdrawing Town in the last gubernatorial election. The petition process can occur in an RSU that is formed by a reorganization plan when the Withdrawing Town has been a member of the RSU for 30 months (the previous 3-year waiting period was shorted by the Legislature). RSU 26 was formed effective July 1, 2009, so the petition process can begin at this time, the 30 month requirement being satisfied. The amount of time required depends upon the amount of time necessary to gather the required number of signatures, and for the town clerk to certify the petition.
2. Upon receipt of the petition, the municipal officers shall call and hold a special election. The order calling a referendum in a town meeting town must be filed at least 45 days before the election; ballots must be available at least 30 days in advance; and a public hearing must be held at least 10 days in advance of the referendum. In practical effect, the amount of time this takes depends upon the amount of time between the clerk’s certification of the petition and the meeting at which the selectmen order the referendum to be held, which cannot be any sooner than 45 days from the filing of that order.
3. The petition must be approved on a secret ballot by a majority of voters present and voting, on the following article:

"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 the municipality) or otherwise pledge the credit of the (name of the municipality) in an amount not to exceed \$ (insert amount) for this purpose?

4. If the article passes, notice must be given to the Superintendent and the Commissioner. The town clerk gives this notice, which must include the petition adopted by the voters, including the affirmative and negative votes cast, as well as an explanation of the municipal officers stating to the best of their knowledge the reason or reasons why the municipality seeks to withdraw. The amount of time it takes the clerk to file this notice might be a week, or perhaps more, following the election, depending upon how quickly the municipal officers can agree on the statement to include with this filing.

5. The Commissioner must then direct the municipal officers to form a withdrawal committee. A four-person withdrawal committee must be appointed composed of one selectperson; one member of the public and one member of the petitioning group appointed by the selectmen; and one school board member from the Withdrawing Town appointed by the school board. This committee must be formed within the 30 days allowed in the next step for the first meeting to be called.

6. The Chair of the RSU school board must call a meeting of the withdrawal committee within 30 days of the town clerk's notice of the vote on the petition, and preside over the election of a chair.

7. The withdrawal committee will prepare a withdrawal agreement. Although the statute is silent, the Department of Education has said that the agreement must be negotiated with the RSU Board to the extent that it affects the interests of the RSU Board. The withdrawal committee must file the withdrawal agreement within 90 days of the formation of the withdrawal committee. The Commissioner may extend this deadline. The agreement must include the following:

- (1) 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.
- (2) The withdrawal takes effect at the end of the regional school unit's fiscal year.
- (3) 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.
- (4) Establish how transportation services will be provided.
- (5) Provide for administration of the new administrative unit, which should not include the creation of new supervisory units if at all possible.

- (6) 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) Provide appropriately for the distribution of any outstanding financial commitments to the superintendent of the regional school unit.
  - (8) 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) Provide for the continuation of teacher continuing contract rights under section 13201.
  - (10) Provide for the disposition of all real and personal property and other monetary assets.
  - (11) 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 (time must thus be provided for these elections).
8. The Agreement must be submitted to the Commissioner for approval within 90 days of the formation of the withdrawal committee, unless the Commissioner has granted an extension request.
  9. The Commissioner must either conditionally approve the agreement or recommend changes within 60 days of receipt.
  10. Once the Commissioner conditionally approves the agreement, he must notify the school board and selectmen of the time and place of a public hearing at least 20 days in advance of the hearing. This hearing is to discuss the merits of the withdrawal agreement; the RSU board must post a notice of this hearing in each RSU municipality at least 10 days before the hearing. The RSU board chair conducts this hearing.
  11. Within 30 days after the hearing, the withdrawal committee shall forward the final agreement to the Commissioner.
  12. If the Commissioner recommends further changes, he shall send the agreement back, giving a maximum time for changes to be made.
  13. The Commissioner shall set a date for a vote in the Withdrawing Town, to be held "as soon as practicable," and attempting to set the date on the same date as a statewide election, giving notice of that date to the town clerk at least 35 days before the date of the vote. The municipal officers must meet immediately and issue a warrant for the election to be held on that date.
  14. Copies of the withdrawal agreement must be posted in the same manner as specimen ballots. A public hearing must be held by the selectmen at least 10 days before the election.
  15. The vote will be an election with polls open from 10 a.m. to 8 p.m. on the following article:

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)?

A two-thirds vote is required to approve the withdrawal.

16. Costs: The cost of advisors (legal, financial, etc.) to the Withdrawing Town must be paid by the Withdrawing Town. The cost of the RSU's advisors are to be borne by the RSU (with the Withdrawing Town paying its share under the cost-sharing formula).
17. Debt: After withdrawal, the RSU remains intact for the purpose of securing and retiring existing debt, including, bonds, notes, and lease-purchase agreements.
18. Property: The RSU board and the withdrawal committee may negotiate regarding an equitable division of the RSU's property between the RSU and the Withdrawing Town.



Message

Mon, Jan 23, 2012 1:42 PM

From: "Douglas K. Smith" <smithdk@glenburn.net>  
 billstockmeyer@dwmlaw.com

To: mcoconnor@PrentissandCarlisle.com "Michael Crooker" <crookerm@glenburn.net>  
 **Joseph Hayes** sophiew@orono.org

Cc: "Sharon Soucie" <soucies@glenburn.net>

Subject: Fwd: RSU Withdrawal Steps, Legal Requirements and Timeline [DWM-Client.FID272000]

Attachments: Attach0.html / Uploaded File 12K  
 Attach0.html / Uploaded File 10K  
 RSU Withdrawal Steps Memo.DOC / Uploaded File 35K

----- Original Message -----

Hi, Doug.

I hope the attached memo answers your general questions. Based on the time factors highlighted in yellow, we can work on what your timeline requirements might be.

With reference to your specific questions:

1. We do not believe there is any legal prohibition against towns withdrawing and leaving a single town as the geographic area and sole member of the remaining RSU.
2. The law specifically provides that the withdrawal agreement must make provision for contracts, including the outstanding financial commitments to the superintendent, as well as financial commitments, including bonds, notes and any other contractual obligations. We believe this means that the agreement must provide for these to be paid by one or more of the entities involved.
3. The agreement must provide for continuation and assignment of collective bargaining rights for the duration of those agreements and continuation of representational rights.

If you have any further questions, please give me a call.

Regards,

Bill

**DrummondWoodsum**

Maine | New Hampshire

**E. William Stockmeyer** | Attorney

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Regards,

Bill

✕ Drummond Woodsum

Maine | New Hampshire

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Regards,

Bill

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voice (207) 772-1941 ext. 585 • fax (207) 772-3627

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[ews@dwmlaw.com](mailto:ews@dwmlaw.com) | [www.dwmlaw.com](http://www.dwmlaw.com)

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*For purposes of compliance with Internal Revenue Service requirements, we inform you that any Federal tax advice contained in this communication (including any attachment) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed in this communication (including any attachment).*



Message

Mon, Jan 23, 2012 2:37 PM

From: "Douglas K. Smith" <smithdk@glenburn.net>  
mjconnor@PrentissandCarlisle.com  
To: sophiew@orono.org "Michael Crooker" <crookerm@glenburn.net>  
Cc: Joseph Hayes

Subject: Fwd: RE: Fwd(2): Cost Sharing

Attachments: Attach0.html / Uploaded File  
Attach0.html / Uploaded File

15K  
16K

FYI.....Doug

----- Original Message -----

Doug,

Below are my answers to Mr. Nichols questions – based on my understanding:

1. Debt – it is my understanding that the debt was counted as a “cost” in the cost per pupil portion when the original RPC committee created the cost sharing formula. Therefore, it needs to be included as a cost each year to ensure the formula remains consistent. In addition, it certainly has been included as a cost each of the last two years in which I have been involved = 2010/2011 & 2011/2012. I can’t speak for 2009/2010 as I wasn’t as directly involved. I would also like to make sure that everyone understands that if the debt were excluded from the calculation, it would amount to a decrease to Veazie’s additional local share by around \$25,000 (so although not immaterial – it certainly isn’t a huge piece of the pie).

2. The reason for the increase last year to Veazie was due to the increase in both State valuation and the rate assessed by the State of Maine (totaling an increase of \$173,163). This was due entirely to the State of Maine K-12 education and would have been incurred by Veazie whether or not they were a member of the RSU. This fact was confirmed with Jim Rier at the Department of Education.

3. The project increase for 2012/2013 to Veazie (\$47K out of \$102K) is again due to the State’s valuation & required funding rates. This has nothing to do with the RSU & would be incurred by Veazie whether or not a member of the RSU.

The bottom line is that although there are certainly some budget items at each school with the other systems might find questionable – there is certainly no real evidence that any community is subsidizing another communities school systems. Most of the cost increases (that have been passed through to the communities) have come from a lack of State and Federal funding which is being picked up at the local level. Because Veazie has a fairly high relative valuation (and continues to grow), they have been hit fairly hard by the decreased funding from the State of Maine. Again – this has nothing to do with the RSU.

I know it is easy to draw conclusions based on gut feel, but I truly don’t believe that the RSU has cost Veazie much in the way of assessment. However, I can’t predict whether or not this will continue to be the case going forward.

Please let me know if anyone has any questions.

Regards,

Mike

**From:** Douglas K. Smith [mailto:[smithdk@glenburn.net](mailto:smithdk@glenburn.net)]  
**Sent:** Friday, January 20, 2012 11:13 AM  
**To:** O'Connor, Mike J.  
**Subject:** Fwd(2): Cost Sharing

----- Original Message -----

Mike,

Can you help me with an explanation that can either validate what he is asserting or correct any misconceptions. Your understanding and answers will go a long way in bridging the gap of factual clarity.

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Mr. Smith,

Thank you for again reviewing the cost sharing formula.

Prior to forming the RSU, the people of Veazie had a clear picture of the money coming in, how it was spent, and what the taxpayer assessment for the year would be. With the cost sharing formula, the picture is not so clear. Money comes in and is spent, but how is the local share determined? That is a frustration for people.

It FEELS like Veazie is paying more and getting less. It FEELS like Veazie is somewhat subsidizing education elsewhere.

One specific part of this is how debt is handled. It is my understanding that Veazie is solely responsible for the debt for the Veazie school which was accrued before the formation of the RSU. Why are we again assessed for that debt by including it in the cost sharing formula under per pupil costs for Veazie? That is double jeopardy.

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**Subject:** Fwd(2): Cost Sharing

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**Sent:** Friday, January 20, 2012 11:13 AM  
**To:** O'Connor, Mike J.  
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Thank you.

Scott



Message

Thu, Jan 26, 2012 2:24 PM

From: "Douglas K. Smith" <smithdk@glenburn.net>  
To: "Alison Mitchell" <amitchell@riversidersu.org>  
"Douglas K. Smith" <smithdk@glenburn.net> "Lisa Buck" <lbuck@riversidersu.org>  
"Sharon Soucie" <soucies@glenburn.net> sro48@aol.com  
tnoyes@ces-maine.com  
Cc: **Joseph Hayes** "Michael Crooker" <crookerm@glenburn.net>  
sophiew@orono.org mjoconnor@PrentissandCarlisle.com

Subject: DOE Offer

Attachments: Attach0.html / Uploaded File

3K

I asked Jim Rier, Deputy Commissioner, if he would meet with representative groups from each municipality (separately) in Augusta to review in detail the financial implications regarding withdrawal from RSU # 26. The selection of the individuals from each municipality probably should be determined by municipal officials from each respective community but its not necessary legally. Jim has agreed to my request so if this option is appears worthwhile, please call Jim directly at 624-6794.

Doug

**RELEASE DEED**  
**(Fee Simple Subject To Conditions Subsequent)**

**INHABITANTS OF THE TOWN OF VEAZIE**, a municipal corporation located in Penobscot County, Maine, in accordance with the requirements of 20-A M.R.S. §1462 and without payment of any monetary consideration, grants to **REGIONAL SCHOOL UNIT NO. 26**, an entity created pursuant to the laws of the State of Maine, with a principal place of business in Glenburn, Penobscot County, Maine (and a mailing address of 983 Hudson Road, Glenburn, Maine 04401), certain lots or parcels of land with the improvements thereon situated in the Town of Veazie, County of Penobscot, State of Maine (the "Property"), described as follows:

Those certain lots or parcels of land, together with the buildings and improvements to realty thereon, comprising the Veazie Community School property, situated in the Town of Veazie, in the County of Penobscot and State of Maine, and being more particularly described in Exhibit A attached hereto and made a part hereof.

The Property is being conveyed subject to the protective covenant and condition that Grantee shall maintain the Property, including all structures thereon, in good condition and repair at all times. This protective covenant shall run with and burden the Property, and shall inure to the benefit of and be enforceable by Grantor.

By accepting delivery of this deed, Grantee acknowledges and agrees, for itself and its successors and assigns, that the Property conveyed hereby is conveyed upon the express conditions subsequent that: (1) the Property is to be used solely for public school purposes, (2) Grantor remains a member of Regional School Unit No. 26, (3) Regional School Unit No. 26 is not dissolved and (4) Regional School Unit No. 26 complies with the provisions of the Reorganization Plan whereby it agreed to assume the liability to pay the Town of Veazie 1997 General Obligation Bond (dated October 30, 1997) in the principal sum of \$5,383,000 (the "Conditions"). If the Property is used in any manner that breaches the use Condition or is no longer used for public school purposes, if Grantor is no longer a member of Regional School Unit No. 26, if Regional School Unit No. 26 is dissolved, and/or if Regional School Unit No. 26 fails to make the required payments on the General Obligation Bond, Grantor, its successors and assigns, shall have the right to re-enter and re-take the Property, and be re-vested with title thereto as though this deed had never been given.

IN WITNESS WHEREOF, the Town of Veazie has caused this instrument to be duly executed on its behalf by its Town Manager this \_\_\_\_ day of \_\_\_\_\_, 2012.

INHABITANTS OF THE TOWN OF VEAZIE

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Joseph Hayes  
Its Town Manager

State of Maine

Penobscot, ss. \_\_\_\_\_, 2012

Personally appeared the above named Joseph Hayes, in his stated capacity, and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of the Town of Veazie.

Before me,

\_\_\_\_\_  
Notary Public  
Printed name: \_\_\_\_\_



ITEM # 8

## ORONO FIRE DEPARTMENT BUSINESS ASSOCIATES AGREEMENT

This Business Associate Agreement (this "Agreement") is entered into effective as of Jan 5<sup>th</sup> 2012, by and between The TOWN OF ORONO ( hereinafter referred to as the TOWN ) and the Town of Venzie ( hereinafter referred to as the Business Associate ) in order to comply with 45 C.F.R. §164.502(e) and §164.504(e), governing protected health information ("PHI") and business associates under the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d, et. seq., and regulations promulgated thereunder, as amended from time to time.

### STATEMENT OF AGREEMENT

§1. **HIPAA Compliance and Agents.** Business Associate hereby agrees to fully comply with the "Business Associate" requirements under HIPAA, throughout the term of this Agreement. Further, Business Associate agrees that to the extent it has access to PHI, Business Associate will fully comply with the requirements of HIPAA and this Agreement with respect to such PHI; and, further, that every agent, employee, subsidiary, and affiliate of Business Associate to whom it provides PHI received from, or created or received by Business Associate on behalf of, the TOWN will be required to fully comply with HIPAA, and will be bound by written agreement to the same restrictions and terms and conditions as set forth in this Agreement.

§2. **Use and Disclosure; Rights.** Business Associate agrees that it shall not use or disclose PHI except as permitted under this Agreement or as required by law. Business Associate acknowledges that this Agreement does not in any manner grant Business Associate any greater rights than the TOWN enjoys, nor shall it be deemed to permit or authorize Business Associate to use or further disclose PHI in a manner that would otherwise violate the requirements of HIPAA if done by the TOWN.

§3. **Permitted Uses.** Business Associate agrees that it is permitted to use or disclose PHI only for the expressed purpose of processing and submitting claims for reimbursement and/or payment or for such other purposes upon obtaining the authorization of the patient to whom such information pertains. Business Associate agrees to notify the TOWN whenever PHI is used for any purpose other than for billing.

§4. **Safeguards; Location.** Business Associate agrees to develop and use appropriate procedural, physical, and electronic safeguards to prevent misuse of PHI other than as provided by this Agreement. Business Associate agrees to notify the TOWN of the location of any PHI disclosed by the TOWN or created by Business Associate on behalf of the TOWN and held by or under the control of Business Associate or those to whom Business Associate has disclosed such PHI.

§5. **Minimum Necessary.** Business Associate must limit any use, disclosure, or request for use or disclosure to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request in accordance with the requirements of HIPAA. Business Associate represents that all uses, disclosures, and requests it will make shall be the minimum necessary in accordance with HIPAA requirements. The TOWN may, pursuant to HIPAA, reasonably rely on any requested disclosure as the minimum necessary for the stated purpose when the information is requested by



# ORONO FIRE DEPARTMENT

## BUSINESS ASSOCIATES AGREEMENT

Business Associate. Business Associate acknowledges that if Business Associate is also a covered entity, as defined by HIPAA, Business Associate is required, independent of Business Associate's obligations under this Agreement, to comply with the HIPAA minimum necessary requirements when making any request for PHI from the TOWN.

§6. **Records; Covered Entity Access.** Business Associate shall maintain such records of PHI received from, or created or received on behalf of the TOWN and shall document subsequent uses and disclosures of such information by Business Associate as may be deemed necessary and appropriate in the sole discretion of the TOWN. Business Associate shall provide the TOWN with reasonable access to examine and copy such records and documents of Business Associate during normal business hours. Business Associate agrees to fully cooperate in good faith with and to assist the TOWN in complying with the requirements of HIPAA and any investigation of the TOWN regarding compliance with HIPAA conducted by the U.S. Department of Health and Human Services ("DHHS"), Office of Civil Rights, or any other administrative or judicial body with jurisdiction.

§7. **DHHS Access to Books, Records, and Other Information.** Business Associate shall make available to DHHS its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of THE TOWN for purposes of determining THE TOWN'S or Business Associate's compliance with HIPAA.

§8. **Designated Record Set; Individual Access.** Business Associate shall maintain a designated record set, as defined by HIPAA, for each individual patient for which it has PHI. In accordance with an individual's right to access to their own PHI under HIPAA, Business Associate shall make available all PHI in that designated record set to the individual to whom that information pertains, or such individual's representative, all PHI in that designated record set, upon a request by such individual or such individual's representative.

§9. **Accounting.** Business Associate shall make available PHI or any other information required to provide, or assist in preparing, an accounting of disclosures in accordance with HIPAA.

§10. **Report of Improper Use or Disclosure.** Business Associate shall report to the TOWN any information of which it becomes aware concerning any use or disclosure of PHI that is not provided for by this Agreement.

§11. **Amendment of and Access to PHI; Notification.** Business Associate shall make available PHI for amendment and shall incorporate any amendments to PHI accordingly. Business Associate shall make reasonable efforts to notify persons, organizations, or other entities, including other business associates, known by Business Associate to have received the erroneous or incomplete information and who may have relied on such information to the detriment of the individual patient. Business Associate must update this information when notified by the TOWN.

§12. **Termination Rights.** Business Associate acknowledges and agrees that the TOWN shall have the right to immediately terminate this Agreement in the event Business Associate fails to comply



## ORONO FIRE DEPARTMENT BUSINESS ASSOCIATES AGREEMENT

with HIPAA requirements concerning PHI and the above requirements. This Agreement authorizes the TOWN to terminate the Agreement, if the TOWN determines, in its sole discretion, that Business Associate has violated a material term of the Agreement required by HIPAA.

§13. **Breach or Violation; Knowledge.** If the TOWN knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this Agreement, the TOWN shall take any steps reasonably necessary to cure such breach or end such violation, and, if such steps are unsuccessful, shall either (a) terminate this Agreement, if feasible, pursuant to §12, or (b) if termination is not feasible, report the breach or violation to DHHS. If Business Associate as a covered entity, defined by HIPAA, violates the terms and conditions of this Agreement in its capacity as a business associate of another covered entity, Business Associate will be in noncompliance with the standards, implementation specifications, and requirements of HIPAA.

§14. **Return of PHI.** Business Associate agrees that upon termination of this Agreement, and if feasible, Business Associate shall (a) return or destroy all PHI received from, or created or received by Business Associate on behalf of the TOWN that Business Associate still maintains in any form and retain no copies of such information or, (b) if such return or destruction is not feasible, extend the protection of this Agreement to such PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible.

§15. **Notices.** All notices and other communications under this Agreement to any Party shall be in writing and shall be deemed given when delivered personally, telecopied (which is confirmed) to that Party at the telecopy number for that Party set forth at the end of this Agreement, mailed by certified mail (return receipt requested) to that Party at the address for that Party set forth at the end of this Agreement (or at such other address for such Party as such Party shall have specified in a notice to the other Parties), or delivered to Federal Express, UPS, or any similar express delivery service for delivery to that Party at that address.

§16. **Non-Waiver.** No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement.

§17. **Gender and Numbers; Headings.** Where permitted by the context, each pronoun used in this Agreement includes the same pronoun in other genders and numbers, and each noun used in this Agreement includes the same noun in other numbers. The headings of the various sections of this Agreement are not part of the context of this Agreement, are merely labels to assist in locating such sections, and shall be ignored in construing this Agreement.



# ORONO FIRE DEPARTMENT

## BUSINESS ASSOCIATES AGREEMENT

§18. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same Agreement.

§19. **Entire Agreement.** This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter of this Agreement.

§20. **Binding Effect.** This Agreement shall be binding upon, inure to the benefit of and be enforceable by and against the Parties and their respective heirs, personal representatives, successors, and assigns. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be transferred or assigned by Business Associate without the prior written consent of the TOWN.

§21. **Severability; Governing Law.** With respect to any provision of this Agreement finally determined by a court of competent jurisdiction to be unenforceable, such court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by applicable law, and the Parties shall abide by such court's determination. In the event that any provision of this Agreement cannot be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

§22. **Survival.** All representations, covenants, and agreements in or under this Agreement or any other documents executed in connection with the transactions contemplated by this Agreement, shall survive the execution, delivery, and performance of this Agreement and such other documents.

§23. **Further Assurances.** Each Party shall execute, acknowledge or verify, and deliver any and all documents which may from time to time be reasonably requested by the other Party to carry out the purpose and intent of this Agreement.

§24 **HiTech Compliance.** The parties each acknowledge that this agreement shall incorporate all relevant provisions of the HiTech provisions of the American Recovery and Reinvestment Act of 2009. These provisions include the following:

a. Business Associates are required to promptly notify covered entities ( the TOWN ) of any breach of PHI that occurs after September 23, 2009;

b. Effective February 17, 2010, Business Associates become directly liable under HIPAA for any violation of the mandated minimum standards of HIPAA to the same extent as a covered entity;

c. Effective February 17, 2010, Business Associates must comply with the administrative, technical and physical security standards that apply to electronic PHI under the HIPAA Security Rule in the same manner as a covered entity;



# ORONO FIRE DEPARTMENT

## BUSINESS ASSOCIATES AGREEMENT

d. Effective February 17, 2010, Business Associates shall be in violation of HIPAA if it knows of a pattern of activity or practice of a covered entity that constitutes a material breach of the business associates agreement and does not take reasonable steps to cure the breach. If efforts to cure the breach are unsuccessful, the Business Associate must either terminate the contract or report the breach to the Department of Health and Human Services.

The parties further agree that they shall each be required to comply with any and all relevant HIPAA laws, rules and regulations that may be enacted or adopted in the future and that any such laws, rules or regulations shall be incorporated by reference into this Agreement and become a part thereof.

**§25 Verification of Compliance.** Within thirty (30) days of the signing of this Agreement, the Business Associate shall provide the TOWN with written verification that it is in full compliance with all aspects of HIPAA, that it has developed a comprehensive set of HIPAA policies and that it conducts regular HIPAA training for all staff members. Business Associate further agrees to make its HIPAA policies and procedures available to the TOWN for inspection within ten (10) days upon written request.

### COMPLIANCE CONTACT INFORMATION

For purposes of all communications regarding compliance with this Agreement or to report any breach or violation of the provisions of the Agreement, the parties have identified the following individuals as authorized contacts:

1. The Town of Orono

Buddy Webb, HIPAA Compliance Officer  
c/o The Orono Fire Department  
63 Main Street  
Orono, Maine 04773  
207-866-4000  
[buddyw@orono.org](mailto:buddyw@orono.org)

2. Business Associate

Representative  
Business Associate  
Address

Phone  
E-Mail

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# ORONO FIRE DEPARTMENT

## BUSINESS ASSOCIATES AGREEMENT

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Acknowledged and agreed to by:

*James F. White*  
On behalf of the Town of Orono

*Jan 5<sup>th</sup> 2012*  
Dated

\_\_\_\_\_  
On behalf of the Business Associate

\_\_\_\_\_  
Dated

## Veazie Hazard Tree Report, 01/16/2012

by Veazie Town Forester, David Wardrop, Golden Forestry Services, Inc.

Per Veazie Town Manager request, one day was dedicated to identifying trees that pose risk to the public. Because of the one day time constraint, this assessment is limited to a quick skimming of street trees throughout town. It is likely that trees were missed, and possible that some trees pose more risk than currently rated. A comprehensive review of hazard trees throughout town would likely take several days, which is not within the scope of this initial review.

No time was given to identifying landowners. Addresses in the report were taken from easily visible mailboxes, or an estimated address based on nearby mailboxes. Many houses throughout town do not have an easily identifiable address. Note that a tree identified by address isn't necessarily at that address, but is within sight of that address.

Risk was based on a variety of factors, including, but not limited to decay, cracks, root problems, weak branch unions, cankers, poor architecture and dead wood. Only trees that have a target within a public way were listed. Trees whose target was a private home, driveway, or utility line were not included in this report, although many were witnessed.

Trees were assigned a risk level, with **high** being trees with high probability of failing in the near future, **medium** being trees with moderate probability of failing in the near future, and **low** being trees with some probability of failing in the near future. All trees identified have the capability of causing power outages, severe damage and/or death within a public right-of-way. This report does not identify who owns the trees in question, who is liable for the trees in question, or who should control the trees in question. This report does give enough information for both the town and the public to prioritize trees that should be further assessed, based on location and risk level. State and/or federal grants may be available for further assessment.

Hazard Tree Report, below, is sorted 1<sup>st</sup> by risk level and then address, and 2<sup>nd</sup> by alphabetical address.

### Sort by Risk and Alpha by road

street	number	species	quantity	risk
Arbor	29	r pine	1	high
Buck Hill	1148	fir	1	high
Buck Hill	1155	g birch	1	high
Buck Hill	1155	aspen	1	high
Chase	1112	pine	1	high
Chase	1116	spruce	1	high
Chase	1260	fir	1	high
Graystone	11	pine	1	high
Graystone		aspen	1	high
Main	1031	maple	1	high

Main	1035	maple	1	high
Main	1036	maple	1	high
Main	1062	cherry	1	high
Main	1084	cherry	1	high
Ridgeview	75	pine	1	high
Ridgeview	140	pine	1	high
Ridgeview	155	maple	1	high
State	1356	maple	1	high
State	1367	locust	1	high
State	1375	maple	1	high
State	1592	maple	1	high
State	1600	maple	1	high
			<b>22</b>	high risk total

Arbor	7	b locust	2	med
Buck Hill	1141	maple	1	med
Chase	1120	ash	1	med
Chase	1122	maple	1	med
Chase	1239	pine	1	med
Chase	1240	aspen	1	med
Chase	1290	oak	1	med
Chase	1290	oak	2	med
Chase	1306	aspen	1	med
Davis	5	spruce	1	med
Davis	9	maple	1	med
Flagg	3	aspen	1	med
Jackson	2	aspen	1	med
Main	1035	locust	1	med
Main	1076	pine	2	med
Main	1084	aspen	3	med
Olive	1010	maple	1	med
Olive	1034	maple	1	med
School	1040	aspen	3	med
State	1009	b locust	1	med
State	1230	maple	10	med
State	1236	maple	1	med
State	1295	maple	1	med
State	1305	maple	2	med
State	1361	locust	1	med
State	1370	spruce	1	med
State	1374	maple	1	med
State	1448	locust	4	med
State	1558	locust	5	med
State	1600	maple	2	med
Sunset	4	maple	3	med
Sunset	5	silv Maple	1	med
Thompson	5	locust	1	med
Thompson	18	aspen	1	med
			<b>61</b>	medium risk total

Arbor	7	aspen	1	low
Arbor	7	b cherry	2	low
Arbor	7	cherry	2	low

Arbor	15	maple	2	low
Arbor	22	maple	1	low
Arbor	24	maple	1	low
Arbor	25	maple	2	low
Arbor	30	maple	1	low
Arbor	31	aspen	3	low
Birchwood	1	ash	1	low
Blackbear	11	pine	2	low
Blackbear	5	aspen	1	low
Blackbear	10	pin	2	low
Blackbear	21	pin	2	low
Brookside	4	g birch	7	low
Brookside	5	fir	8	low
Buck Hill	1003	oak	1	low
Buck Hill	1010	birch	1	low
Buck Hill	1015	g birch	1	low
Buck Hill	1126	fir	1	low
Buck Hill	1150	aspen	2	low
Chase	30	aspen	2	low
Chase	1106	maple	1	low
Chase	1108	maple	1	low
Chase	1110	maple	1	low
Chase	1112	maple	2	low
Chase	1120	maple	1	low
Chase	1120	oak	1	low
Chase	1130	maple	1	low
Chase	1131	fir	1	low
Chase	1134	maple	1	low
Chase	1141	cherry	2	low
Chase	1150	elm	1	low
Chase	1239	oak	1	low
Chase	1304	g birch	1	low
Chickadee	219	cherry	1	low
Davis	12	maple	1	low
Davis	13	maple	2	low
Davis	16	maple	1	low
Davis	19	spruce	1	low
Davis	19	maple	1	low
Davis	26	maple	1	low
Eagle View	center	aspen	2	low
Flagg	3	aspen	3	low
Flagg	3	cherry	1	low
Flagg	4	maple	1	low
Flagg	11	maple	1	low
Flagg	20	maple	1	low
Graystone		aspen	2	low
Green	20	maple	1	low
Green	20	spruce	1	low
Highview	5	maple	1	low
Highview	6	maple	1	low
Highview	7	maple	3	low
Highview	11	pine	3	low
Hillside	10	oak	1	low
Hillside	10	ash	1	low

Hillside	10	g birch	4	low
Hobson	2	ash	1	low
Hobson	14	maple	1	low
Hobson	30	aspen	6	low
Jackson	1	g birch	2	low
Jackson	2	g birch	1	low
Jackson	8	g birch	3	low
Jackson	13	oak	1	low
Jackson	20	ash	1	low
Jackson	24	oak	1	low
Jackson	26	oak	1	low
Jackson	29	fir	1	low
Judson/Lemon	3	maple	1	low
Lemon	6	maple	1	low
Lemon	31	birch	1	low
Main	1022	maple	1	low
Main	1044	pine	1	low
Main	1052	maple	1	low
Main	1058	maple	1	low
Main	1062	cherry	3	low
Main	1084	locust	3	low
Main	1114	cherry	1	low
Main	1116	maple	2	low
Main	1117	maple	2	low
May	1009	locust	1	low
Merrick	2	maple	1	low
Merrick	4	spruce	1	low
Merrick	4	pin	2	low
Mt View	8	g birch	3	low
Oak Grove	15	maple	1	low
Oak Grove	16	maple	1	low
Oak Grove	24	maple	1	low
Oak Grove	30	pine	1	low
Oak Grove	36	spruce	1	low
Oak Grove	39	spruce	1	low
Oak Grove	49	spruce	1	low
Oak Grove	54	b locust	1	low
Oak Grove	54	maple	1	low
Oak Grove	54	spruce	1	low
Oak Grove	72	maple	1	low
Old County	1	scots pine	1	low
Olive	1011	maple	1	low
Olive	1021	maple	1	low
Olive/Maple	1027	maple	1	low
Olive/Maple	1027	spruce	1	low
Prouty	7	locust	1	low
Prouty	8	maple	1	low
Prouty	16	locust	1	low
Prouty	20	maple	1	low
Prouty	22	maple	1	low
Prouty	130	aspen	1	low
Prouty	130	elm	1	low
Randolph	1	oak	1	low
Randolph	1007	maple	1	low

Ridgeview	10	aspen	1	low
Ridgeview	13	aspen	2	low
Ridgeview	115	pine	1	low
Ridgeview	1506	aspen	3	low
School	1007	b cherry	1	low
School	1010	b locust	3	low
School	1072	maple	1	low
School	1075	apple	1	low
Shore	39	w ash	2	low
Shore	42	r pine	1	low
Shore	49	aspen	2	low
Silver Ridge	9	oak	1	low
Silver Ridge	12	aspen	1	low
Silver Ridge	14	g birch	1	low
Silver Ridge	19	birch	1	low
Silver Ridge	21	maple	1	low
State	1016	maple	2	low
State	1234	spruce	1	low
State	1236	fir	2	low
State	1284	maple	1	low
State	1290	maple	3	low
State	1291	spruce	1	low
State	1300	maple	1	low
State	1324	maple	1	low
State	1328	apple	1	low
State	1328	pine	2	low
State	1335	ash	1	low
State	1335	b locust	1	low
State	1355	maple	2	low
State	1389	maple	1	low
State	1414	maple	1	low
State	1442	maple	1	low
Summer	6	pine	1	low
Summer	6	maple	1	low
Sunset	5	maple	1	low
Sunset	10	spruce	1	low
Sunset	14	maple	1	low
Thompson	5	aspen	1	low
Thompson	6	maple	4	low
Thompson	18	locust	1	low
Thompson	20	maple	2	low
Thompson	24	birch	2	low
Thompson	28	maple	1	low
Thompson	29	birch	1	low
Wedgewood	6	maple	1	low
Wood Lane	5	elm	1	low
Wood Lane	5	oak	1	low
Wood Lane	5	aspen	1	low
Wood Lane	5	pine	1	low
Wood Lane	6	aspen	2	low

235	low risk total
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### Alpha Sort by road

street	number	species	quantity	risk
Arbor	7	b locust	2	med
Arbor	7	aspen	1	low
Arbor	7	b cherry	2	low
Arbor	7	cherry	2	low
Arbor	15	maple	2	low
Arbor	22	maple	1	low
Arbor	24	maple	1	low
Arbor	25	maple	2	low
Arbor	29	r. pine	1	high
Arbor	30	maple	1	low
Arbor	31	aspen	3	low
Birchwood	1	ash	1	low
Blackbear	5	aspen	1	low
Blackbear	10	pin	2	low
Blackbear	11	pine	2	low
Blackbear	21	pin	2	low
Brookside	4	g birch	7	low
Brookside	5	fir	8	low
Buck Hill	1003	oak	1	low
Buck Hill	1010	birch	1	low
Buck Hill	1015	g birch	1	low
Buck Hill	1126	fir	1	low
Buck Hill	1141	maple	1	med
Buck Hill	1148	fir	1	high
Buck Hill	1150	aspen	2	low
Buck Hill	1155	g birch	1	high
Buck Hill	1155	aspen	1	high
Chase	30	aspen	2	low
Chase	1106	maple	1	low
Chase	1108	maple	1	low
Chase	1110	maple	1	low
Chase	1112	pine	1	high
Chase	1112	maple	2	low
Chase	1116	spruce	1	high
Chase	1120	ash	1	med
Chase	1120	maple	1	low
Chase	1120	oak	1	low
Chase	1122	maple	1	med
Chase	1130	maple	1	low
Chase	1131	fir	1	low
Chase	1134	maple	1	low
Chase	1141	cherry	2	low
Chase	1150	elm	1	low
Chase	1239	pine	1	med
Chase	1239	oak	1	low
Chase	1240	aspen	1	med

Chase	1260	fir	1	high
Chase	1290	oak	1	med
Chase	1290	oak	2	med
Chase	1304	g birch	1	low
Chase	1306	aspen	1	med
Chickadee	219	cherry	1	low
Davis	5	spruce	1	med
Davis	9	maple	1	med
Davis	12	maple	1	low
Davis	13	maple	2	low
Davis	16	maple	1	low
Davis	19	spruce	1	low
Davis	19	maple	1	low
Davis	26	maple	1	low
Eagle View	center	aspen	2	low
Flagg	3	aspen	1	med
Flagg	3	aspen	3	low
Flagg	3	cherry	1	low
Flagg	4	maple	1	low
Flagg	11	maple	1	low
Flagg	20	maple	1	low
Graystone	11	pine	1	high
Graystone		aspen	1	high
Graystone		aspen	2	low
Green	20	maple	1	low
Green	20	spruce	1	low
Highview	5	maple	1	low
Highview	6	maple	1	low
Highview	7	maple	3	low
Highview	11	pine	3	low
Hillside	10	oak	1	low
Hillside	10	ash	1	low
Hillside	10	g birch	4	low
Hobson	2	ash	1	low
Hobson	14	maple	1	low
Hobson	30	aspen	6	low
Jackson	1	g birch	2	low
Jackson	2	aspen	1	med
Jackson	2	g birch	1	low
Jackson	8	g birch	3	low
Jackson	13	oak	1	low
Jackson	20	ash	1	low
Jackson	24	oak	1	low
Jackson	26	oak	1	low
Jackson	29	fir	1	low
Judson/Lemon	3	maple	1	low
Lemon	6	maple	1	low
Lemon	31	birch	1	low
Main	1022	maple	1	low
Main	1031	maple	1	high
Main	1035	maple	1	high
Main	1035	locust	1	med
Main	1036	maple	1	high
Main	1044	pine	1	low

Main	1052	maple	1	low
Main	1058	maple	1	low
Main	1062	cherry	1	high
Main	1062	cherry	3	low
Main	1076	pine	2	med
Main	1084	cherry	1	high
Main	1084	aspen	3	med
Main	1084	locust	3	low
Main	1114	cherry	1	low
Main	1116	maple	2	low
Main	1117	maple	2	low
May	1009	locust	1	low
Merrick	2	maple	1	low
Merrick	4	spruce	1	low
Merrick	4	pinus	2	low
Mt View	8	g birch	3	low
Oak Grove	15	maple	1	low
Oak Grove	16	maple	1	low
Oak Grove	24	maple	1	low
Oak Grove	30	pine	1	low
Oak Grove	36	spruce	1	low
Oak Grove	39	spruce	1	low
Oak Grove	49	spruce	1	low
Oak Grove	54	b locust	1	low
Oak Grove	54	maple	1	low
Oak Grove	54	spruce	1	low
Oak Grove	72	maple	1	low
Old County	1	scots pine	1	low
Olive	1010	maple	1	med
Olive	1011	maple	1	low
Olive	1021	maple	1	low
Olive	1034	maple	1	med
Olive/Maple	1027	maple	1	low
Olive/Maple	1027	spruce	1	low
Prouty	7	locust	1	low
Prouty	8	maple	1	low
Prouty	16	locust	1	low
Prouty	20	maple	1	low
Prouty	22	maple	1	low
Prouty	130	aspen	1	low
Prouty	130	elm	1	low
Randolph	1	oak	1	low
Randolph	1007	maple	1	low
Ridgeview	10	aspen	1	low
Ridgeview	13	aspen	2	low
Ridgeview	75	pine	1	high
Ridgeview	115	pine	1	low
Ridgeview	140	pine	1	high
Ridgeview	155	maple	1	high
Ridgeview	1506	aspen	3	low
School	1007	b cherry	1	low
School	1010	b locust	3	low
School	1040	aspen	3	med
School	1072	maple	1	low

School	1075	apple	1	low
Shore	39	w ash	2	low
Shore	42	r pine	1	low
Shore	49	aspen	2	low
Silver Ridge	9	oak	1	low
Silver Ridge	12	aspen	1	low
Silver Ridge	14	g birch	1	low
Silver Ridge	19	birch	1	low
Silver Ridge	21	maple	1	low
State	1009	b locust	1	med
State	1016	maple	2	low
State	1230	maple	10	med
State	1234	spruce	1	low
State	1236	maple	1	med
State	1236	fir	2	low
State	1284	maple	1	low
State	1290	maple	3	low
State	1291	spruce	1	low
State	1295	maple	1	med
State	1300	maple	1	low
State	1305	maple	2	med
State	1324	maple	1	low
State	1328	apple	1	low
State	1328	pine	2	low
State	1335	ash	1	low
State	1335	b locust	1	low
State	1355	maple	2	low
State	1356	maple	1	high
State	1361	locust	1	med
State	1367	locust	1	high
State	1370	spruce	1	med
State	1374	maple	1	med
State	1375	maple	1	high
State	1389	maple	1	low
State	1414	maple	1	low
State	1442	maple	1	low
State	1448	locust	4	med
State	1558	locust	5	med
State	1592	maple	1	high
State	1600	maple	1	high
State	1600	maple	2	med
Summer	6	pine	1	low
Summer	6	maple	1	low
Sunset	4	maple	3	med
Sunset	5	silv. Maple	1	med
Sunset	5	maple	1	low
Sunset	10	spruce	1	low
Sunset	14	maple	1	low
Thompson	5	locust	1	med
Thompson	5	aspen	1	low
Thompson	6	maple	4	low
Thompson	18	aspen	1	med
Thompson	18	locust	1	low
Thompson	20	maple	2	low

Thompson	24	birch	2	low
Thompson	28	maple	1	low
Thompson	29	birch	1	low
Wedgewood	6	maple	1	low
Wood Lane	5	elm	1	low
Wood Lane	5	oak	1	low
Wood Lane	5	aspen	1	low
Wood Lane	5	pine	1	low
Wood Lane	6	aspen	2	low

<b>318</b>	<b>total trees</b>
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December 15, 2010

**Revaluation Parcel Costs – Range is \$85 - \$100**

Mark Gibson - 942-8963 – \$85 - \$100 per Parcel

Hamlin Associates- 876-3300 - \$85 per Parcel

John E. O'Donnell & Associates - \$85 per Parcel

RJD Appraisal – 416-7246 - \$100 per Developed Parcel

- Special Property Assessments – need outside appraisal specialists at additional costs.
- Before starting – Design assessing Card to standardize for region
- Notification Letters with Photo ID

○ Staffing:

- Project Supervisor
  - Training
  - Assessment Reviews
- property-listers for inspections
  - Inspections
    - Interior/Exterior
    - Measure improvements
    - Photograph principle improvement
    - Property Sketch on Assessment Card
    - Data Entry
    - Valuation Report

Work Loads:

Residential      10-15 per day

Commercial      3-5 per day

Veazie estimated cost = 890 parcels @ \$100 per parcel = \$89,000

Veazie estimate cost = 690 parcels @ \$85 per parcel = \$75,650

**Estimates are subject to change depending on status of property assessment card data and assessment rating.**

# Code Enforcement Officers

<u>Municipality</u>	<u>County</u>	<u>Pop.</u>	<u>Pay Method</u>	<u>Annual/Hourly Pay</u>	<u>Avg Hours</u>	<u>Per Hour Pay</u>
Orono	Penobscot	9,630	Salary	\$52,458.00	40	\$25.22
Old Town	Penobscot	7,730	Salary	\$56,160.00	37.5	\$28.80
Belfast	Waldo	6,758	Per Hr	\$24.22	40	\$24.22
Camden	Knox	5,267	Per Hr	\$25.59	40	\$25.59
Lincoln	Penobscot	5,182	Per Hr	\$16.00	40	\$16.00
Bar Harbor	Hancock	5,097	Per Hr	\$25.57	40	\$25.57
Hermon	Penobscot	4,923	Salary	\$43,368.00	40	\$20.85
Bucksport	Hancock	4,892	Per Hr	\$23.14	40	\$23.14
Glenburn	Penobscot	4,368	Salary	\$41,427.00	40	\$19.92
Dexter	Penobscot	3,782	Salary	\$21,600.00	24	\$17.31
Winterport	Waldo	3,756	Salary/Stipend	\$6,500.00	8	\$15.63
Newport	Penobscot	3,134	Salary/Stipend	\$16,640.00	16	\$20.00
Searsport	Waldo	2,675	Per Hr	\$19.47	18	\$19.00
Carmel	Penobscot	2,639	Salary/Stipend	\$17,480.00	16	\$21.01
Levant	Penobscot	2,466	Salary/Stipend	\$18,895.00	20	\$18.17
Lincolnville	Waldo	2,273	Salary	\$36,950.00	22	\$32.30
Mount Desert	Hancock	2,176	Salary	\$49,500.00	40	\$23.80
Randolph	Kennebec	1,895	Per Hr	\$37.50	8	\$38.00
Lamoine	Hancock	1,622	Salary/Stipend	\$17,550.00	8	\$42.19
Dedham	Hancock	1,472	Salary/Stipend	\$14,680.00	10	\$28.23
Bradley	Penobscot	1,322	Per Hr	\$19.00	20	\$19.00
Dixmont	Penobscot	1,144	Per Hr & Fees	\$20.00	4	\$20.00
Brooksville	Hancock	854	Per Hr	\$25.00	5	\$25.00

## Foreclosures

Veazie  
03:14 PM

# RE Collection Account Status List

Tax Year: 2009-1, Show Interest  
Order By: Year As Of Date: 01/24/2012

01/24/2012  
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Acct	Year	Property Tax Due	Payment Received	Abate - Adjust	Balance Due	Balance Due w/ Interest	Refund Abate
606	Andrei, Anna 2009-1	113.99	0.00	-16.44	130.43	130.85	0.00
			Principal	Interest	Cost	Non Int.	Total
			63.46	4.91	45.62	109.08	113.99
12/28/2011	FCFEES	L	0.00	0.00	-8.54	-8.54	-8.54
12/28/2011	CHGINT	I	0.00	-7.90	0.00	0.00	-7.90
	CURINT		0.00	-0.42	0.00	0.00	-0.42
	Total		63.46	13.23	54.16	117.62	130.85
650	Dye, Jeanine 2009-1	235.16	0.00	-31.73	266.89	268.13	0.00
			Principal	Interest	Cost	Non Int.	Total
			186.20	14.42	34.54	220.74	235.16
12/28/2011	FCFEES	L	0.00	0.00	-8.54	-8.54	-8.54
12/28/2011	CHGINT	I	0.00	-23.19	0.00	0.00	-23.19
	CURINT		0.00	-1.24	0.00	0.00	-1.24
	Total		186.20	38.85	43.08	229.28	268.13
945	Brown, Sarah PIP 2009-1	394.83	290.86	-45.72	149.69	150.61	0.00
			Principal	Interest	Cost	Non Int.	Total
			334.40	25.89	34.54	368.94	394.83
9/23/2011	CHGINT	I	0.00	-33.72	0.00	0.00	-33.72
9/23/2011	cs59	P	0.00	40.86	0.00	0.00	40.86
9/27/2011	CHGINT	I	0.00	-0.33	0.00	0.00	-0.33
9/27/2011	cs 61	P	196.38	19.08	34.54	230.92	250.00
12/28/2011	FCFEES	L	0.00	0.00	-8.54	-8.54	-8.54
12/28/2011	CHGINT	I	0.00	-3.13	0.00	0.00	-3.13
	CURINT		0.00	-0.92	0.00	0.00	-0.92
	Total		138.02	4.05	8.54	146.56	150.61
901	Munn, Jennifer 2009-1	108.44	50.00	-16.21	74.65	75.05	0.00
			Principal	Interest	Cost	Non Int.	Total
			68.62	5.28	34.54	103.16	108.44
11/12/2010	CHGINT	I	0.00	-1.59	0.00	0.00	-1.59
11/12/2010	cs93	P	8.59	6.87	34.54	43.13	50.00
12/28/2011	FCFEES	L	0.00	0.00	-8.54	-8.54	-8.54
12/28/2011	CHGINT	I	0.00	-6.08	0.00	0.00	-6.08
	CURINT		0.00	-0.40	0.00	0.00	-0.40
	Total		60.03	6.48	8.54	68.57	75.05

Veazie  
03:14 PM

# RE Collection Account Status List

Tax Year: 2009-1, Show Interest  
Order By: Year As Of Date: 01/24/2012

01/24/2012  
Page 2

Acct	Year	Property Tax Due	Payment Received	Abate - Adjust	Balance Due	Balance Due w/ Interest	Refund Abate
729	Cates, Lauren & Nick PIP						
	2009-1	179.88	100.00	-18.50	98.38	98.91	0.00
			Principal	Interest	Cost	Non Int.	Total
			134.90	10.44	34.54	169.44	179.88
8/11/2010	CHGINT	I	0.00	-0.03	0.00	0.00	-0.03
8/11/2010	cs29	P	54.99	10.47	34.54	89.53	100.00
12/28/2011	FCFEES	L	0.00	0.00	-8.54	-8.54	-8.54
12/28/2011	CHGINT	I	0.00	-9.93	0.00	0.00	-9.93
	CURINT		0.00	-0.53	0.00	0.00	-0.53
	Total		79.91	10.46	8.54	88.45	98.91
<b>Total for 5</b>		1,032.30		-128.60		723.55	
			440.86		720.04		0.00

## Payment Summary

Type	Principal	Interest	Costs	Non Int.	Total
P - Payment	259.96	77.28	103.62	405.19	440.86
Subtotal	259.96	77.28	103.62	405.19	440.86
I - Interest Charged	0.00	-85.90	0.00	0.00	-85.90
L - Lien Costs	0.00	0.00	-42.70	-42.70	-42.70
I - Current Interest	0.00	-3.51	0.00	0.00	-3.51
Total	259.96	95.35	60.92	362.49	416.23

	Non-Interest Due	Balance Due
2009-1	720.04	723.55
Total	720.04	723.55

! - This account is a deleted account.

## Fire Works Information

# Fireworks

## Section 19.01 Purpose

This Ordinance is enacted under the authority of Sections 00.01.02.09 and 00.01.02.10 of the Town Charter for the purpose of promoting the public peace, safety, and welfare of the inhabitants of the Town by regulating the ignition of Fireworks in any shape or form within any portion of the Town of Veazie.

## Section 19.02 Definitions

"Fireworks", for the purpose of this ordinance, shall have the same definition as set forth in 8 M.R.S.A. § 211.

This entire  
statute  
has  
been  
repealed.

## Section 19.03 Fireworks Prohibited

It shall be unlawful for any person to ignite or set off fireworks of any kind or description within the Town of Veazie. However, the foregoing prohibition shall not apply to an approved display provided that the requirements of Section 19.04 of the Ordinance are met.

## Section 19.04 Fireworks Display

Fireworks displays may be ignited or set off provided all of the following requirements are met:

### 19.04.01

A person must apply to and receive permission from the Veazie Town Council at least 30 days prior to the display date.

### 19.04.02

A person must possess and produce a valid permit issued by the State of Maine Fire Marshall's office.

### 19.04.03

A person must show proof of liability insurance in an amount sufficient to satisfy the Veazie Town Council.

### 19.04.04

A person must agree to reimburse the Town of Veazie for all incidental costs associated with such Fireworks display including, but not limited to, police and fire protection, ambulance services and damage to surrounding properties.

### 19.04.05

No site may be considered for a Fireworks display unless such site is located in an Industrial or Residential - 4 Zone or other site deemed appropriate by the Veazie Town Council.

### 19.04.06

No Fireworks display may be considered for permission unless such display will be ignited or set off between the hours of 6:00 P.M. EST and 10:00 P.M. EST. Does this really mean 11 PM DST?

### 19.04.07

The Veazie Town Council reserves the right to impose additional requirements as individual cases may warrant in order to protect the health, safety, and welfare of inhabitants of the Town.

## Section 19.05 Council Decision Final

The determination of the Veazie Town Council as to the propriety of any display or application for display is final and is not subject to appeal to any other body within the Town. However, nothing in this section shall be construed as to limit an applicants right to remedy under Maine or Federal law.

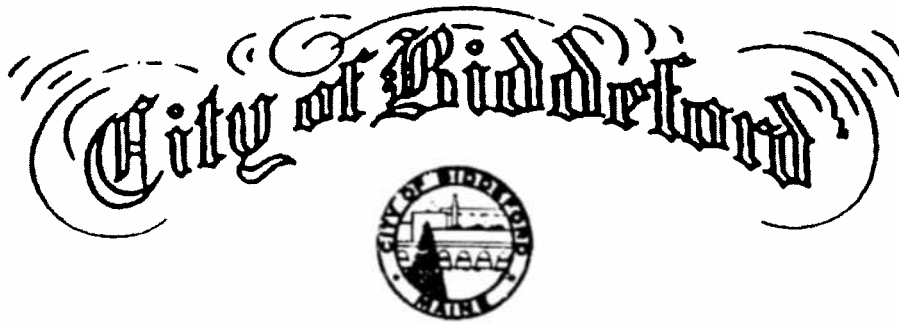
## Section 19.06 Violations

Any violator of this Ordinance, upon conviction subsequent to the first conviction, will be subject to a fine of not less than two hundred dollars (\$200).

## Section 19.07 Severability

If any section, subsection, clause, phrase or portion of this Ordinance is for any reason held competent jurisdiction, such provision shall be deemed as a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

1900 Sale of Fireworks  
— Allow or not allow



**2011.79**

**IN BOARD OF CITY COUNCIL...NOVEMBER 15, 2011**

**WHEREAS**, the Legislature of the State of Maine has modified regulations pertaining to the use and sale of consumer fireworks; and

**WHEREAS**, such regulations take effect January 1, 2012; and

**WHEREAS**, the Legislature has provided that "the legislative body of a municipality may adopt an ordinance to prohibit or restrict the sale or use of consumer fireworks within the municipality";

**NOW THEREFORE**, in the interest of safeguarding the public's health, safety and welfare, the City Council hereby implements a 120 day moratorium on the use and sale of consumer fireworks within the City to allow for a public hearing and the development and approval of any related ordinances forthcoming for consideration by the City Council.

**November 15, 2011**

Motion by Councilor G. Lamontagne, seconded by Councilor Laverriere to grant the moratorium.

Vote: 8/1; Councilor Gagnon opposed.

Councilors Boston, Emerson, Bourque, Fleurent, A. Lamontagne, Mills, Laverriere, G. Lamontagne in favor.

Motion carries.

**Attest by:** \_\_\_\_\_

**Carmen J. Morris, City Clerk**

**TOWN OF OLD ORCHARD BEACH  
EMERGENCY ORDINANCE  
PROHIBITING THE SALE AND USE OF CONSUMER FIREWORKS**

WHEREAS, the Legislature of the State of Maine has modified laws pertaining to the use and sale of consumer fireworks; and

WHEREAS, such laws take effect January 1, 2012; and

WHEREAS, the Legislature has provided that “[t]he legislative body of a municipality may adopt an ordinance to prohibit or restrict the sale or use of consumer fireworks within the municipality”; and

WHEREAS, the Town’s current ordinances do not provide an adequate mechanism to prohibit or restrict the sale and use of consumer fireworks; and

WHEREAS, the Town’s existing ordinances are inadequate to prevent the potential for serious public harm from the sale and use of consumer fireworks;

WHEREAS, the Town Council concludes that these circumstances constitute a public emergency within the meaning of Section 410.1 of the Old Orchard Beach Town Charter.

NOW THEREFORE, be it hereby ordained by the Town Council of the Town of Old Orchard Beach, Maine, in Town Council assembled, as follows:

**1. PURPOSE AND AUTHORITY.**

**A. Purpose.** This Ordinance governs and prohibits the sale and use of consumer fireworks to ensure the safety of the residents and property owners of the Town of Old Orchard Beach and of the general public.

**B. Title and authority.** This Ordinance shall be known as the "Town of Old Orchard Beach Consumer Fireworks Ordinance." It is adopted pursuant to the enabling provisions of the Maine Constitution, the provisions of 30-A M.R.S. § 3001, the provisions of P.L.

2011, ch. 416, § 5 (effective Jan. 1, 2012), *codified at* 8 M.R.S. § 223-A, and Section 410.1 of the Old Orchard Beach Town Charter.

**2. DEFINITIONS.**

The following words, terms and phrases, when used in this Ordinance, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

**Consumer Fireworks** – "Consumer fireworks" has the same meaning as in 27 Code of Maine Regulations, Section 555.11 or subsequent provision, but includes only products that are tested and certified by a 3rd-party testing laboratory as conforming with Consumer Product Safety Commission standards, in accordance with 15 United States Code, Chapter 47. "Consumer fireworks" does not include the following products:

- A. Missile-type rockets, as defined by the State Fire Marshal by rule;
- B. Helicopters and aerial spinners, as defined by the State Fire Marshal by rule;
- and
- C. Sky rockets and bottle rockets. For purposes of this definition, "sky rockets and bottle rockets" means cylindrical tubes containing not more than 20 grams of chemical composition, as defined by the State Fire Marshal by rule, with a wooden stick attached for guidance and stability that rise into the air upon ignition and that may produce a burst of color or sound at or near the height of flight.

**3. USE AND SALE OF CONSUMER FIREWORKS PROHIBITED.**

No person shall use, sell, or offer for sale consumer fireworks within the Town of Old Orchard Beach.

4. **EXCEPTIONS**

This Ordinance does not apply to a person issued a fireworks display permit by the Town of Old Orchard Beach and/or the State of Maine pursuant to 8 M.R.S. §227-A.

5. **VIOLATION PENALTIES AND ENFORCEMENT.**

**A. Penalty for Violation.** For each violation of a provision of this Ordinance or other failure to comply with any of the requirements thereof, the person shall be subject to a fine of not less than \$100 and not more than \$2,500, plus attorney's fees and costs.

**B. Enforcement.** This Ordinance shall be enforced by the Town of Old Orchard Beach Police Department.

**C. Injunction.** In addition to any other remedies available at law or equity, the Town of Old Orchard Beach, acting through its Town Manager, may apply to any court of competent jurisdiction to enjoin any planned, anticipated or threatened violation of this Ordinance.

**D. Seizure & Disposal.** The Town may seize consumer fireworks that the Town has probable cause to believe are used or sold in violation of this Ordinance and shall forfeit seized consumer fireworks to the State for disposal.

6. **EFFECTIVE DATE.**

This Ordinance takes effect immediately upon adoption and shall expire on the 61<sup>st</sup> day following the date of its adoption, unless earlier extended, repealed or modified by the Old Orchard Beach Town Council.

7. **SEVERABILITY.**

Should any section, subsection or portion of this Ordinance be declared by any court of competent jurisdiction to be invalid for any reason, such a decision shall not be deemed to

invalidate any other section, subsection or portion of this Ordinance.

# **FIRE ORDINANCE (Yarmouth Town Code Chapter 303)**

## **ARTICLE I**

### **A. TITLE**

This ordinance shall be known and may be cited at the "FIRE ORDINANCE of the Town of Yarmouth, Maine."

### **B. PROHIBITION OF FIRES**

1. It shall be unlawful for any person or persons to burn, kindle, ignite or set fire to any material on his/her own land or elsewhere, without first obtaining a permit from the Fire Chief.
2. It shall be unlawful for any person or persons to burn, kindle, set fire to or ignite any combustible material of any sort within the limits or any public way, within the Town of Yarmouth without written permission of the Fire Chief.
3. The Fire Chief shall, by publication in a newspaper or other publication having general circulation within the Town, prohibit or ban all outdoor burning of trash, leaves, grass, tree limbs, brush or other combustible materials for such a period of time as he/she deems necessary, when in his/her opinion a condition of serious fire hazard exists due to drought or other reasons. During the period of such prohibition or ban it shall be unlawful for any person or persons to set fire to, burn, kindle or ignite tree limbs, brush, lumber, leaves, straw, grass or other combustible materials anywhere out-of-doors, except that during such period of prohibition or ban the Chief may grant specific written permission for burning at such time and in such manner as he/she deems necessary to assure safe control of fire.
4. Pursuant to Chapter 306, Article III(3) of the Yarmouth Town Code, except for waste facilities licensed by the Maine Department of Environmental Protection, it shall be unlawful for any person to start, kindle, fuel, cause or allow the open burning or incineration of any solid waste within the Town other than trees, tree limbs, leaves and other wood waste. No solid waste shall be burned or incinerated within the Town without appropriate Town permits.

### **C. PROHIBITION OF SALE OR USE OF CONSUMER FIREWORKS**

1. No person shall use, sell, possess with the intent to sell or offer for sale consumer fireworks within the Town of Yarmouth or from any watercraft within the waters of the Town of Yarmouth except as hereinafter provided.

- i. Definition: For the purposes of this ordinance, "consumer fireworks" shall have the same meaning as provided in Title 8 MRSA Section 221-A. The term consumer fireworks does not include toy pistols, toy canes, toy guns or other devices in which paper caps or plastic caps containing 25/100 grains or less of explosive compound are used if they are constructed so that the hand cannot come in contact with the cap when in place for the explosion, toy pistol paper caps or plastic caps that contain less than 20/100 grains of explosive mixture, sparklers that do not contain magnesium chlorates or perchlorates or signal, antique or replica cannons if no projectile is fired.

2. Exceptions:

- i. This section shall not apply to a person issued a fireworks display permit issued by the State of Maine pursuant to Title 8 MRSA Section 227-A.

## **ARTICLE II**

- A. EQUIPMENT (omitted for presentation of draft only....this section regulates the use of Fire Department vehicles and equipment. )**

## **ARTICLE III**

- A. GENERAL (omitted for presentation of draft only...this section deals with interfering with fire operations at a scene)**

**B. PENALTIES**

Any person or persons found guilty of a violation of this Ordinance under ARTICLES I, II, or III shall be punished by a fine of not less than fifty dollars (\$50) nor more than two hundred dollars (\$200) for each such violation to be recovered by complaint to the use of the inhabitants of the Town of Yarmouth.

## AUGUSTA

### ARTICLE \_\_\_\_ CONSUMER FIREWORKS

#### Sec. Definitions

As used in this Article, the following terms shall have the meaning ascribed to it in this section:

(a) Consumer Fireworks has the same meaning as the term set forth in 27 Code of Federal Regulations, Section 555.11, as may be amended from time to time, but includes only products that are tested and certified by a third party testing laboratory as conforming with United States Consumer Product Safety Commission standards, in accordance with 15 United States Code, Chapter 47. "Consumer fireworks" does not include the following products:

(a1) Missile-type rockets, as defined by the State Fire Marshal by rule;

(b2) Helicopters and aerial spinners, as defined by the State Fire Marshal by rule; and

(c3) Sky rockets and bottle rockets. For purposes of this paragraph, "sky rockets and bottle rockets" mean cylindrical tubes containing not more than 20 grams of chemical composition, as defined by the State Fire Marshal by rule, with a wooden stick attached for guidance and stability that rise into the air upon ignition and that may produce a burst of color or sound at or near the height of flight.

(b) Fireworks shall be as defined under Maine State law, 8 MRSA §221(a)(4) as may be amended from time to time.

#### Sec. Prohibition

No person shall use, possess with the intent to use, sell, possess with the intent to sell or offer for sale fireworks or consumer fireworks in the City of Augusta; provided, however, that this Article does not apply to a person issued a fireworks display permit by the City and/or State of Maine pursuant to 8 M.R.S.A. 227-A, as may be amended from time to time. Possession of consumer fireworks without intent to sell or use within the City of Augusta is not prohibited.

#### Sec. Penalties

(a) Any person who uses fireworks or consumer fireworks or possesses fireworks or consumer fireworks with the intent to sell them in the City of Augusta shall be punished by a fine of not less than two hundred dollars (\$200.00) and not more than four hundred dollars (\$400.00) plus costs. For second and subsequent offenses, a fine of not less than three hundred dollars (\$300.00) and not more than six hundred dollars (\$600.00) per violation plus costs shall be imposed.

(b) Any person who sells fireworks or consumer fireworks or possesses fireworks or consumer fireworks with the intent to sell them in the City of Augusta shall be punished by a fine of not less than five hundred dollars (\$500.00) plus cost. For second and subsequent offenses, a fine of not less than one thousand dollars (\$1000.00) per violation plus costs shall be imposed.

2648932.12648932.2

#### Sec. Seizure and Disposal

The City of Augusta may seize fireworks or consumer fireworks that the City has probable cause to believe are used, possessed or sold in violation of this Article or in violation of

State law and shall forfeit the seized consumer fireworks to the State of Maine for disposal.

## **CHAPTER 14**

### **LICENSES, PERMITS AND BUSINESS REGULATIONS GENERALLY**

#### **Sec. 14-2. Definitions**

Fireworks shall be as defined under State law, 8 M.R.S.A. 221-a (4), as may be amended from time to time.

Fiscal Note: Less than \$1,000

Dated: October 15, 2011

**16**                **DEPARTMENT OF PUBLIC SAFETY**

**219**                **OFFICE OF STATE FIRE MARSHAL**

**Chapter 36:**    **CONSUMER FIREWORKS SALES LICENSE**

---

**SUMMARY:** This chapter describes the licensing process and safety regulations for the sale of consumer fireworks in Maine.

---

**1.**        **Definitions**

1. **Consumer Fireworks.** "Consumer fireworks" has the same meaning as in 27 Code of Federal Regulations, Section 555.111, but includes only products that are tested and certified by a 3<sup>rd</sup>-party testing laboratory as conforming with the United States Consumer Products Safety Commission standards, in accordance with 15 United States Code, Chapter 47.
2. **Chemical Composition.** All pyrotechnic and explosive composition contained in a fireworks device.
3. **Missile-Type Rocket.** A device similar to a sky rocket in size, composition, and effect that uses fins rather than a stick for guidance and stability. Missiles shall not contain more than 20 grams of total chemical composition.
4. **Helicopter and Aerial Spinners.** A tube containing more than 20 grams of chemical composition, with a propeller blade attached. Upon ignition the rapidly spinning device rises into the air. A visible or audible effect may be produced at or near the height of flight.
5. **Sky Rockets and Bottle Rockets.** Cylindrical tube containing not more than 20 grams of chemical composition as prescribed under section 3.7 and Table 4.3-1 of the *American Pyrotechnics Association* Standard 87-1 with a wooden stick attached for guidance and stability. Rockets rise into the air upon ignition. A burst of color and/or sound may be produced at or near the height of flight.
6. **Reloadable Aerial Shells Kits.** A package containing a cardboard, high-density polyethylene (HDPE), or equivalent launching tube and more than one small aerial shell limited to a maximum of 60 g of total chemical composition including lift charge, burst charge, and visible audible effect composition. The maximum diameter of each shell shall not exceed 1.75 inches.
7. **NFPA.** National Fire Protection Association.
8. **Retail.** Type of sale to any consumer or person not engaged in the business of making sales of fireworks.

**2. Incorporation**

This rule incorporates by reference Chapter 7, *Retail Sales of Consumer Fireworks*, of the National Fire Protection Association Standard #1124, *Code for the Manufacture, Transportation, Storage, and Retail Sales of Fireworks and Pyrotechnic Articles*, 2006 edition. All rights reserved by the National Fire Protection Association. Copies of this standard are available through the National Fire Protection Association, 1 Batterymarch Park, Quincy, MA 02269.

**3. Consumer Fireworks Retail Sales License**

1. An application for license can be made by submitting the following to the Office of the State Fire Marshal:

- A. Application form SFMO CF # 11 completed by the applicant;
- B. Applicants other than natural persons will be required to provide, as applicable, the names and addresses of officers, board members, members and/or partners; a Certificate of Existence or good standing; and the most recent audited financial statement or most recently filed federal tax return.
- C. A license fee is \$5,000. A fee of \$100 will be required to apply and the balance of \$4,900 shall be due upon satisfying the licensing criteria prior to issuance of the license. After the initial inspection, a \$50 fee is required for reinspections necessary to determine if licensing criteria have been met.
- D. A copy of the applicant's federal permit to sell fireworks under 18 United States Code, Section 843, as required by 8 MRSA § 223-A §§ 1 (A);
- E. Where required by municipal ordinance, a copy of the municipal permit to sell fireworks within the municipality.
- F. A certificate of insurance evidencing commercial general liability coverage inclusive of products/completed operations. This coverage shall have minimum limits of \$2,000,000 each occurrence and aggregate and shall list the Maine Department of Public Safety, Office of the State Fire Marshal, 52 State House Station, Augusta, Maine 04333-0052 as certificate holder.
- G. Where required by municipal ordinance a copy of the municipal permit to construct a consumer fireworks retail sales and storage facility.
- H. Floor plan and layout of storage and displays to indicate compliance with this rule and applicable state and local laws.

2. A license issued pursuant to this chapter expires one calendar year from the date of issuance. Applications for renewal should be made 60 days prior to expiration of the current license. An inspection will be performed as part of the renewal process.

4. General Provisions.

1. A consumer fireworks license issued pursuant to 8 M.R.S.A §§ 221-A – 236 and this chapter does not authorize the purchase or sale of the following:
  - a. Missile-Type Rockets as defined in Section 1, subsection 3;
  - b. Helicopters and aerial spinners as defined in Section 1, subsection 4;
  - c. Sky rockets and bottle rockets as defined in Section 1, subsection 5;
  - d. Reloadable Aerial Shell Kits as defined in Section 1, subsection 6.
2. Any person licensed to sell consumer fireworks may do so only from a permanent, fixed, stand-alone building dedicated solely to the storage and sale of consumer fireworks. The building must be fully sprinkled with an NFPA 13, *Standard for the Installation of Sprinkler Systems*, 2007 edition, sprinkler system. NFPA 13 has been adopted in Maine under Chapter 4, *Water-Based Fire Protection Systems*, of the rules of the State Fire Marshal's Office. All consumer fireworks retail sales facilities must be not less than 60 feet from any other occupancy or occupiable area as defined by the National Fire Protection Association, 2009 *Life Safety Code*, 2009 edition, sections 3.3.178 and 3.3.19.6 and not less than 300 feet from a structure at which gasoline, propane, or other flammable material is sold or dispensed.
3. Any building or structure used for the retail sale of consumer fireworks, including their related storage, shall comply with Chapter 36, *New Mercantile Occupancies*, of NFPA 101, *Life Safety Code*, 2009 edition for mercantile occupancies. NFPA 101 has been adopted in Maine under Chapter 20, *Fire Safety in Building and Structures*, of the rules of the State Fire Marshal's Office.
3. No motor vehicle used for temporary storage of consumer fireworks shall be parked for more than 90 days on the premises of the consumer fireworks retail sales facility.
4. A license to sell fireworks does not authorize the licensee to engage in any other type of fireworks activity.
5. When transporting fireworks, licensees shall comply with all applicable federal, state, and local transportation requirements. Nothing in this rule shall restrict the right of any person to transport, in a private vehicle, fireworks that have been purchased from a retail sales fireworks licensee.
6. Required Public Posting: Each licensed facility shall prominently post for public viewing the following documents:
  - A. The original state license;
  - B. Any required municipal permit;
  - C. A list of towns prohibiting or restricting the use of consumer fireworks in Maine;

D. A copy of the federal permit;

E. A safety pamphlet; and

F. A copy of the insurance certificate that complies with 8 M.R.S.A 223-A (5) in this chapter.

STATUTORY AUTHORITY: 8 M.R.S.A. § 236, 25 M.R.S.A § 2452

PUBLIC Law, Chapter 416, LD 83, 125th Maine State Legislature  
An Act To Legalize the Sale, Possession and Use of Fireworks

Initiative: Provides appropriations and allocations for one Public Safety Inspector II position and one Office Associate II position and related costs to inspect entities licensed to sell consumer fireworks.

<b>GENERAL FUND</b>		
Personal Services	2011-12	2012-13
All Other	\$12,708	\$93,361
Capital Expenditures	\$15,100	\$22,700
	\$25,000	\$0
GENERAL FUND TOTAL	\$52,808	\$116,061
<b>OTHER SPECIAL REVENUE FUNDS</b>		
POSITIONS - LEGISLATIVE COUNT	2011-12	2012-13
Personal Services	2.000	2.000
	\$50,000	\$40,000
OTHER SPECIAL REVENUE FUNDS TOTAL	\$50,000	\$40,000

**Sec. 9. Effective date.** This Act takes effect January 1, 2012.

Effective 90 days following adjournment of the 125th  
Legislature, First Regular Session, unless otherwise indicated.



Assigned to Councilor -- Durgin

11 305

October 12, 2011

## CITY OF BANGOR

**(TITLE.)** Ordinance, Amending Chapter 113 of the Code of the City of Bangor, Firearms and Fireworks

WHEREAS, the Maine legislature approved legislation to make the sale and possession of consumer fireworks legal; and

WHEREAS, the law takes effect on January 1, 2012; and

WHEREAS, the law includes a provision that allows municipalities to adopt an ordinance to prohibit or restrict the sale of consumer fireworks within the municipality; and

WHEREAS, it is in the best interest of the City of Bangor to prohibit the sale of fireworks within the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BANGOR THAT, Chapter 113 of the Code of the City of Bangor be amended as follows:

### §113-5 Fireworks

A. Definitions. The following definitions shall apply in this section:

CONSUMER FIREWORKS--Consumer fireworks shall have the same meaning as in Title 27, Code of Federal Regulations, Section 555.11 or subsequent provision, but includes only products that are tested and certified by a 3rd-party testing laboratory as conforming with United States Consumer Product Safety Commission standards, in accordance with 15 United States Code, Chapter 47. "Consumer fireworks" does not include the following products:

- (1) Missile-type rockets, as defined by the State Fire Marshal by rule;
- (2) Helicopters and aerial spinners, as defined by the State Fire Marshal by rule; and
- (3) Sky rockets and bottle rockets. For purposes of this paragraph, "sky rockets and bottle rockets" means cylindrical tubes containing not more than 20 grams of chemical composition, as defined by the State Fire Marshal by rule, with a wooden stick attached for guidance and stability that rise into the air upon ignition and that may produce a burst of color or sound at or near the height of flight.

DISPLAY--Display means an entertainment feature where the public or a private group is admitted or permitted to view the display or discharge of fireworks or special effects.

B. Prohibition. No person shall use, possess with the intent to use in the City of Bangor, sell,

possess with the intent to sell in the City of Bangor, or offer for sale consumer fireworks.

- C. Exception. This section does not apply to a person issued a fireworks display permit by the City of Bangor and/or the State of Maine pursuant to 8 M.R.S.A. §227-A.
- D. Seizure and disposal of fireworks. The City may seize consumer fireworks that the City has probable cause to believe are used, possessed or sold in violation of this section and shall forfeit seized consumer fireworks to the State for disposal.

§113-56 Violations and penalties.

Whoever violates any of the foregoing sections of this chapter shall be punished by a fine of not less than \$100 nor more than \$1,000 for each offense.

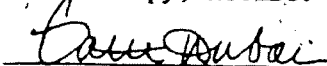
Additions are underlined, deletions ~~struck through~~.

IN CITY COUNCIL

October 12, 2011

Passed

A True Copy, Attest:

  
CITY CLERK

# **DRAFT TOWN of VEAZIE FIREWORKS ORDINANCE**

## **PURPOSE**

It is declared to be the intent of the town to promote an environment free from danger or excessive noise which unnecessarily jeopardizes the health and welfare of the citizens of the town of Veazie and degrades the quality of life in this community, without unduly prohibiting, limiting or otherwise regulating the function to certain noise-producing equipment which is not amenable to such controls yet is essential to the economy and quality of life of the community. The purpose of this article is to establish standards for the control of fireworks in the town and by prohibiting specific activities during designated times.

(b) In accordance with the statement of intent in subsection (a) of this section, it shall be unlawful for any person to violate any of the provisions or regulations as set forth in this chapter.

## **Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

**"Explosive compound"** means any chemical compound, mixture, or device the primary or common purpose of which is to function by the substantially instantaneous release of gas and heat.

**"Fireworks"** means and includes: (a) Any combustible or explosive composition or substance or combination of substances or, except as hereinafter provided, any article prepared for the purpose of producing a visible or audible effect by combustion, explosion, deflagration, or detonation. The term includes blank cartridges and toy cannons in which explosives are used, the type of balloons which require fire underneath to propel them, firecrackers, torpedoes, skyrockets, roman candles, dago bombs, and any fireworks containing any explosives or flammable compound or any tablets or other device containing any explosive substance.

(b) **"Fireworks"** does not include sparklers or devices in which paper caps containing twenty-five hundredths grains or less of explosive compound are used, providing they are so constructed that the hand cannot come in contact with the cap when in place for the explosion; and toy pistol paper caps which contain less than twenty hundredths grains of explosive mixture.

(c) **"Fireworks"** also does not include novelties and trick noisemakers containing not more than 10 grams of pyrotechnic composition, and not containing mercuric thiocyanate, which novelty or trick noise maker is intended upon burning to produce smoke or a small report intended to surprise the user.

## **Permits Required.**

(a) It shall be unlawful for any person or firm to discharge or display any fireworks in the town limits, or to allow any such discharge of fireworks to enter the town limits, where such fireworks are designed or used to propel any projectile, flame, or shower of sparks a distance of greater than five feet into the air, or such fireworks are designed or used to produce a report that would be construed to meet definitions outlined elsewhere in this Ordinance, unless such person or firm has obtained a permit issued from the Chief of the Veazie Fire Department or designee allowing such discharge or display.

(b) Permits issued for the discharge of fireworks shall specifically identify the type, class, and amount of fireworks authorized for discharge or display.

(c) Permits issued for the discharge of fireworks shall specifically identify and restrict the date, time, duration, location, & direction (if restricted), of the fireworks discharge or display.

(d) A permit issued under this article may be denied by the Chief of the Veazie Fire Department or designee where cause exists that environmental or any other condition should preclude such issuance.

(e) Any permit issued under this article may be revoked at any time by the Chief of the Veazie Fire Department or designee where cause exists that environmental or any other condition would otherwise have precluded such issuance.

(f) Fees for the issuance of permits required by this article shall be set annually by the Board of Selectmen, and collected by the Town Clerk.

- (g) No permit issued under this ordinance shall relieve the permit holder of any responsibilities or liabilities associated with any other rule, ordinance, or law governing the conduct of the permit holder, and no permit issued under this ordinance shall provide for any exemptions

#### **General regulations.**

- (a) It shall be unlawful for any person under the age of 17 years old to discharge or display any fireworks without the direct supervision of an adult.
- (b) It shall be unlawful for any person or firm to discharge or display any fireworks without providing for the cleanup and removal of any and all resulting debris immediately following such discharge or display.

#### **Exemptions.**

No permitting as required by this article shall be applicable to commercial firms otherwise required to obtain permits and authorization for fireworks display from agencies of the State of Maine, and who have obtained such permits and / or authorizations as required.

#### **Penalty.**

Any person or firm who violates any of the provisions of this article shall be guilty of a violation for each separate offense and shall be subject to a fine of \$250.00 per violation.

#### **Payment of fines.**

Payment of fines imposed by these regulations shall be made to the Town Clerk in a manner prescribed by that authority within ten (10) business days of the violation.

#### **Enhanced penalty.**

- (a) Any person who fails to comply with the provisions of this ordinance within ten (10) business days of the violation shall have the violation forwarded to a court of competent jurisdiction for prosecution of said offense.
- (b) Any person who violates the provisions of this article three or more times within a twelve month period shall have the violation forwarded to a court of competent jurisdiction for prosecution of said offense.
- (b) The penalty for offenses forwarded for prosecution in the district court shall be assessed in accordance with the provisions of state law.

#### **Sale of Fireworks (Outline Only Below)**

- (A) Firework sales is prohibited in all zones except commercial zones. ( or do we wish to prohibit them in all zones) Any business wishing to sell fire works is subject to site plan review by the Planning Board and shall adhere to State and Federal regulations.
- (B) Add conditions Type of fireworks
- (C) Separate buildings
- (D) Hours of operation
- (E) Set back from neighbors
- (F) Set back from other buildings
- (G) Annual license
- (H) Annual inspection by the fire chief and CEO
- (I) Revocation of local permit

PERC INFO



## MEMORANDUM

TO: MRC Membership  
FROM: Greg Lounder  
DATE: January 18, 2012  
RE: **Regular Meeting of MRC Board of Directors – January 25, 2012**

---

### Upcoming Meeting

Please find enclosed an agenda for the upcoming meeting of the MRC Board of Directors to be held on January 25, 2012 starting at 10:00 a.m. at the offices of Eastern Maine Development Corp, 40 Harlow St, Bangor, Maine. The MRC Board wishes to extend an invitation to all member representatives to attend the upcoming meeting. To assist in our preparation, please contact Greg Lounder at 1-800-339-6389 or 942-6389 if you plan to attend.

### What's New

#### **2011 Actual MSW Deliveries Fall below Guaranteed Annual Tonnage (GAT) for Third Consecutive Year**

The Charter Municipalities as a group delivered **183,274** tons to PERC in 2011, which is below the effective aggregate Guaranteed Annual Tonnages (GAT's) for 2011 of **185,835** tons. This is the third consecutive year that the Charter Municipalities as a group have experienced a shortfall in waste deliveries. This trend underscores the need for the MRC communities to maintain an active role in directing waste generated within their borders to the PERC facility. A number of MRC member communities took action in 2011 to ensure waste generated within their borders was delivered to PERC under their accounts for credit toward GAT.

In 2009, PERC's partners waived penalties premised in part on their confidence in the ability of the MRC communities to maintain an active role in directing waste generated within their borders to the PERC facility. In 2010, MRC communities experiencing waste delivery shortfalls below their respective GAT's were assessed penalties. At its October 2011 meeting, the MRC Board voted to transfer \$667,666.67 from released reserve funds to PERC's Private Partners in exchange for: 1) ownership in \$667,666.67 that is allocable to PERC's Private Partners when released from a debt service reserve fund being held by TD Bank; 2) a 500 ton per year deductible on GAT shortfall penalties between 2011 and 2018; and 3) a good faith commitment to negotiate with PERC's Private Partners to develop a new procedure to replace GAT Shortfall Penalties between now and 2018. We'll keep you apprised on the progression of these efforts. In the meanwhile, do not hesitate to contact us with questions on actions your community may take to address issues related to waste deliveries shortfalls.

100 1/18/12

January 3, 2012

Town of Veazie  
1084 Main Street  
Veazie, ME 04401

**Re: Reference GAT**

Municipal Officials:

Enclosed is a revised Schedule B to your Second Amended, Restated and Extended Waste Disposal Agreement. This revised schedule is a result of GAT (Guaranteed Annual Tonnage) trading conducted by the Municipal Review Committee, in accordance with Article V of aforementioned contract. This schedule is an integral part of the contract and should replace the 2011 Schedule B.

The GAT's shown on the revised Schedule B became effective January 1, 2012. Your municipality's GAT is the minimum MSW tons obligated to be delivered to PERC annually.

Please do not hesitate to call me if you should have any questions regarding this matter. The number to reach me is 825-4566, ext# 117.

Sincerely,

Penobscot Energy Recovery Company  
By: ESOCO Orrington, LLC  
Acting as Agent

Gary A. Stacey  
Plant Controller

Encl. Schedule B

Passadumkeag *	160
Penobscot *	550
Penobscot County	870
Piscataquis County (Orneville) *	171
Pleasant River SWD (Addison, Beals, Centerville, Columbia, Columbia Falls)	1,600
Plymouth	500
Reed Plantation	100
Rockland	5,200
Sangerville	600
Searsmont *	140
Searsport	605
Sebec *	170
Sherman * (Stacyville)	650
Sorrento *	65
Springfield *	165
Stetson	773
Steuben	610
Stockton Springs *	425
Stonington	1,000
Sullivan *	121
Swans Island *	150
Thomaston Group (OwlsHead, Thomaston, S. Thomaston)	3,730
Thorndike	275
Tri-County * (Union, Appleton, Liberty, Washington, Palermo, Somerville )	1,450
Troy	220
Union River SWD (Amherst, Aurora, Great Pond, Osborn, Waltham)	400
Unity	800
Vassalboro	1,440
Veazie	800
Verona	300
Waldoboro Group (Cushing, Friendship, Waldoboro)	3,363
Waterville	9,356
West Gardiner	800
Winn *	230
Winter Harbor *	110
Winslow	3,330
Winthrop	3,100
Wiscasset * (Alna, Westport)	<u>2,000</u>
	184,252

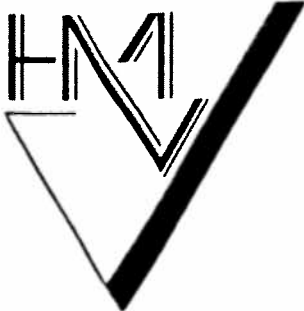
\* Became Charter Municipality after June 26, 1998 consistent with terms of the Second Amended, Restated and Extended Waste Disposal Agreements.

**VEAZIE SEWER DISTRICT  
FINANCIAL STATEMENTS  
MAY 31, 2011 AND 2010  
WITH INDEPENDENT AUDITORS' REPORT  
AND  
MANAGEMENT'S DISCUSSION AND ANALYSIS**

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CERTIFIED PUBLIC ACCOUNTANTS  
ELLSWORTH, MAINE



**HORTON, McFARLAND & VEYSEY, LLC**

CERTIFIED PUBLIC ACCOUNTANTS

P.O. BOX 543  
ELLSWORTH, MAINE 04605

207-667-5529 • 1-800-499-9108 • FAX 207-667-9915

*M.R. Horton, Jr., CPA  
James E. McFarland, CPA  
Floyd S. Veysey, CPA  
(1948 - 2006)*

*Amy J. Billings, CPA  
Annette L. Gould, CPA  
Ellen Cleveland, CPA  
Ruth W. Wilbur, EA*

***Independent Auditors' Report***

September 9, 2011

Board of Trustees  
Veazie Sewer District  
Veazie, Maine

We have audited the balance sheets of the Veazie Sewer District as of May 31, 2011 and 2010, and the related statements of revenues, expenses and changes in fund net assets and cash flows for the years then ended. These financial statements are the responsibility of the District's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Veazie Sewer District as of May 31, 2011 and 2010, and the results of its operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Veazie Sewer District's financial statements as a whole. The accompanying supplemental information presented as Schedule 1 is presented for purposes of additional analysis and is not a required part of the financial statements. The accompanying supplemental information presented as Schedule 1 is the responsibility of management and was derived from and relate directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

*Horton, McFarland & Veysey*



**VEAZIE SEWER DISTRICT**  
**BALANCE SHEETS - PROPRIETARY FUNDS**  
**AT MAY 31,**

	<b>ASSETS</b>	<b>2011</b>	<b>Restated 2010</b>
Current Assets:			
Cash and Cash Equivalents:			
Undesignated		126,058	144,505
Board Designated		25,546	65,456
Accounts Receivable		21,731	12,592
Prepayments		2,203	-
Total Current Assets		<u>175,538</u>	<u>222,553</u>
Noncurrent Assets:			
Property, Plant and Equipment:			
Utility Plant		6,803,802	6,796,890
Less: Accumulated Depreciation		<u>2,928,446</u>	<u>2,773,741</u>
Total Property, Plant and Equipment		<u>3,875,356</u>	<u>4,023,149</u>
Deferred Charges:			
Rate Case Costs		<u>1,427</u>	<u>-</u>
Total Deferred Charges		<u>1,427</u>	<u>-</u>
Total Noncurrent Assets		<u>3,876,783</u>	<u>4,023,149</u>
Total Assets		<u><u>4,052,321</u></u>	<u><u>4,245,702</u></u>
<b>LIABILITIES AND NET ASSETS</b>			
Current Liabilities:			
Accounts Payable		6,864	10,961
Payroll Taxes Payable		5,797	2,397
Accrued Interest		4,347	4,643
Accrued Benefits		43,306	37,021
Current Portion of Long-Term Debt		<u>90,114</u>	<u>87,985</u>
Total Current Liabilities		<u>150,428</u>	<u>143,007</u>
Noncurrent Liabilities:			
Long-Term Debt		<u>1,030,225</u>	<u>1,120,339</u>
Total Noncurrent Liabilities		<u>1,030,225</u>	<u>1,120,339</u>
Net Assets:			
Invested in Capital Assets, Net of Related Debt		2,755,017	2,814,825
Unrestricted:			
Undesignated		(245,066)	(159,886)
Board Designated		<u>361,717</u>	<u>327,417</u>
Total Net Assets		<u>2,871,668</u>	<u>2,982,356</u>
Total Liabilities and Net Assets		<u><u>4,052,321</u></u>	<u><u>4,245,702</u></u>



*The notes to the financial statements are an integral part of this statement.*  
 HORTON, McFARLAND & VEYSEY, LLC • CERTIFIED PUBLIC ACCOUNTANTS • ELLSWORTH, MAINE 04605

**VEAZIE SEWER DISTRICT  
STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN FUND NET ASSETS -  
PROPRIETARY FUNDS  
YEARS ENDED MAY 31,**

	<b>2011</b>	<b>Restated 2010</b>
Operating Revenues:		
Town of Veazie Appropriation		
User Fees	140,000	140,000
Connection Fees	287,389	275,496
User Late Charges	-	1,500
Total Operating Revenues	<u>1,358</u>	<u>1,092</u>
	<u>428,747</u>	<u>418,088</u>
Operating Expenses:		
Salaries and Wages	170,380	156,305
Trustees Fees	1,300	1,300
Employee Benefits	71,690	70,089
Payroll Taxes	15,617	12,082
Utilities	36,766	39,001
Supplies	8,783	5,824
Maintenance and Repairs	11,845	9,107
Vehicle Expense	3,281	2,336
Insurance	11,063	13,739
Office Supplies and Expense	3,843	3,431
Telephone	3,046	2,950
Licenses	2,341	2,312
Legal and Audit	6,170	3,447
Other	4,303	4,219
Depreciation	<u>163,948</u>	<u>165,710</u>
Total Operating Expenses	<u>514,376</u>	<u>491,852</u>
Net Operating Income	<u>(85,629)</u>	<u>(73,764)</u>
Non-Operating Revenues (Expenses):		
Interest Income	263	531
Interest Expense	<u>(25,322)</u>	<u>(25,391)</u>
Total Non-Operating Revenues (Expenses)	<u>(25,059)</u>	<u>(24,860)</u>
Change in Net Assets	(110,688)	(98,624)
Net Assets - Beginning of Year (Restated)	<u>2,982,356</u>	<u>3,080,980</u>
Net Assets - End of Year	<u><u>2,871,668</u></u>	<u><u>2,982,356</u></u>

**VEAZIE SEWER DISTRICT**  
**STATEMENTS OF CASH FLOWS - PROPRIETARY FUNDS**  
**YEARS ENDED MAY 31,**

	<b>2011</b>	<b>Restated 2010</b>
Cash Flows from Operating Activities:		
Receipts from Customers and Users	419,608	423,923
Payments to Suppliers	(176,790)	(154,281)
Payments to Employees	(171,680)	(157,605)
Net Cash Flows from Operating Activities	<u>71,138</u>	<u>112,037</u>
Cash Flows from Capital and Related Financing Activities:		
Purchase of Capital Assets	(16,155)	(42,239)
Interest Payments on Long-Term Debt	(25,618)	(27,400)
Principal Payments on Long-Term Debt	(87,985)	(85,906)
Net Cash Flows from Capital and Related Financing Activities	<u>(129,758)</u>	<u>(155,545)</u>
Cash Flows from Investing Activities:		
Investment Income	<u>263</u>	<u>531</u>
Net Cash Flows from Investing Activities:	<u>263</u>	<u>531</u>
Net (Decrease) Increase in Cash	(58,357)	(42,977)
Cash at Beginning of Year	<u>209,961</u>	<u>252,938</u>
Cash at End of Year	<u><u>151,604</u></u>	<u><u>209,961</u></u>
Reconciliation of Operating Income to Net Cash Flows from Operating Activities:		
Operating Income (Loss)	(85,629)	(73,764)
Adjustments to Reconcile Operating Income to Net Cash Flows from Operating Activities:		
Depreciation Expense	163,948	165,710
Change in Operating Assets and Liabilities:		
(Increase) Decrease in Accounts Receivable	(9,139)	5,835
(Increase) Decrease in Prepayments	(2,203)	-
(Increase) Decrease in Deferred Charges	(1,427)	-
(Decrease) Increase in Accounts Payable	(4,097)	7,176
(Decrease) Increase in Payroll Taxes Payable	3,400	491
(Decrease) Increase in Accrued Benefits	6,285	6,589
Net Cash Flows from Operating Activities	<u><u>71,138</u></u>	<u><u>112,037</u></u>



*The notes to the financial statements are an integral part of this statement.*

HORTON, McFARLAND & VEYSEY, LLC • CERTIFIED PUBLIC ACCOUNTANTS • ELLSWORTH, MAINE 04605

**VEAZIE SEWER DISTRICT  
NOTES TO FINANCIAL STATEMENTS  
MAY 31, 2011 AND 2010**

**NOTE 1: Summary of Significant Accounting Policies**

**Business Activity**

Veazie Sewer District (the District) furnishes sewerage collection and treatment services in the Town of Veazie. Its accounting policies conform to generally accepted accounting principles as applicable to quasi-municipal units, which utilize the accrual basis of accounting.

**Property, Plant and Equipment**

The District follows the policy of charging to operating expenses annual amounts of depreciation, which allocate the cost of property, plant and equipment over their estimated useful lives, ranging from five to fifty years. The District uses the straight-line method for computing depreciation. Property and equipment are stated at original cost. Items, which do not extend the useful lives of the assets, are charged to repairs and maintenance expense in the year incurred.

**Use of Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**Accounts Receivable**

Accounts receivables are stated at net realizable value. Uncollectible accounts are written off in the year in which they are determined to be uncollectible.

**Deferred Rate Case Costs**

Deferred rate case costs totaling \$2,140 are being amortized over a three year period ending in 2013. The amount amortized in the fiscal years ending May 31, 2011 and 2010 was \$713 and \$-0-, respectively.

**Cash and Cash Equivalents**

For purposes of these statements, the District considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents, all cash is covered by FDIC insurance at May 31, 2011 and 2010. At May 31, 2011 and 2010, cash totaling \$25,546 and \$65,456, respectively, was designated by the Board as shown below.

	2011	2010
Plant Replacement	13,683	13,652
Truck Replacement	4,505	19,484
Sludge Removal	<u>7,358</u>	<u>32,320</u>
	<u>25,546</u>	<u>65,456</u>

**Income Taxes**

The District qualifies as a tax-exempt organization under the provisions of the Internal Revenue Code and, accordingly, its revenue is not subject to any state or federal income taxes.



**VEAZIE SEWER DISTRICT  
NOTES TO FINANCIAL STATEMENTS  
MAY 31, 2011 AND 2010**

**NOTE 1: Summary of Significant Accounting Policies**

**Measurement Focus, Basis of Accounting and Basis of Presentation**

The District uses funds to report on its financial position and the results of its operations. Fund accounting is designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain functions and activities. A fund is a separate accounting entity with a self-balancing set of accounts.

Proprietary funds are accounted for on the flow of economic resource measurement. Accordingly, revenues are recorded when earned and expenses are recorded when incurred. The District prepares its financial statements on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America for proprietary funds, which are similar to those for private business enterprises. In accordance with Government Accounting Standards Board (GASB) Statement No. 20, the District follows the pronouncements of the Financial Accounting Standards Board (FASB) issued before November 30, 1989 except where those pronouncements conflict with GASB pronouncements. The District has the option but has elected not to follow subsequent private-sector guidance. Proprietary funds distinguish operating revenues and expenses from non-operating activity. Operating revenues arise from providing goods or services to outside parties for a fee. Revenues and expenses that are not derived directly from operations are reported as non-operating revenues and expenses. Proprietary funds used by the District include enterprise funds described below.

Enterprise funds are required to be used to account for operations for which a fee is charged to external users for good or services and the activity (a) is financed with debt that is solely secured by a pledge of net revenues, (b) has third party reimbursements that the cost of providing services, including capital costs be recovered with fees and charges or (c) established fees and charges based on a pricing policy designed to cover similar costs.

**NOTE 2: Long-Term Debt**

Long-term bonds outstanding are as follows at May 31:

	2011	2010
Bonds payable to Maine Municipal Bond Bank. Maturing in 2021, interest rate of 2.056%.	<u>1,120,339</u>	<u>1,208,324</u>
Total Outstanding Bonds	1,120,339	1,308,324
Less: Current Portion	<u>90,114</u>	<u>87,985</u>
Total Long-Term Debt	<u>1,030,225</u>	<u>1,120,339</u>

Future maturities of long-term debt will be as follows:

	Principal	Interest	Total
2012	90,114	23,791	113,905
2013	92,295	21,921	114,216
2014	94,528	20,005	114,533
2015	96,816	18,043	114,859
2016	99,159	16,034	115,193
2017 - 2021	<u>647,427</u>	<u>51,186</u>	<u>698,613</u>
	<u>1,120,339</u>	<u>150,980</u>	<u>1,271,319</u>



**VEAZIE SEWER DISTRICT  
NOTES TO FINANCIAL STATEMENTS  
MAY 31, 2011 AND 2010**

**NOTE 3: Net Assets**

Net assets compromise the various net earnings from operating and non-operating revenues, expenses and contributions of capital. Net assets are classified in the following components: invested in capital assets, net of related debt and unrestricted net assets. Invested in capital assets, net of related debt consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of bonds and adding back any unspent bond proceeds. The District invested in capital assets, net of related debt was calculated as follows at May 31:

	2011	2010
Total Property, Plant and Equipment	3,875,356	4,023,149
Long-Term Debt, Including Current Portion	(1,120,339)	(1,208,324)
Total Invested in Capital Assets, Net of Related Debt	<u>2,755,017</u>	<u>2,814,825</u>

Unrestricted consists of all other net assets not included in the above category. Unrestricted net assets totaling \$361,717 and \$327,417 have been designated by the Board of Trustees for the following:

	2011	2010
Truck Replacement	26,620	24,320
Plant Replacement	72,375	62,375
Collection System Improvement	174,122	164,122
Sludge Removal	75,000	65,000
Computer Replacement	6,600	5,600
Sick Time Buy Back	<u>7,000</u>	<u>6,000</u>
	<u>361,717</u>	<u>327,417</u>

**NOTE 4: Utility Plant**

Capital asset costs, additions and disposals are as follows for the year ended May 31:

	2010			2011
	Balance	Additions	Disposals	Balance
Land	29,552			29,552
Garage Building	13,729			13,729
Pump Station	4,702,837			4,702,837
Plant Equipment	108,437	14,388	9,243	113,582
Collection System Equipment	24,598	565		25,163
Collection System	1,768,563			1,768,563
Office Equipment	18,073	1,202		19,275
Vehicles	36,684			36,684
Lab Equipment	94,417			94,417
Gross Utility Plant	6,796,890	16,155	9,243	6,803,802
Less: Accumulated Depreciation	2,773,741	163,948	9,243	2,928,446
Net Utility Plant	<u>4,023,149</u>	<u>(147,793)</u>	<u>-</u>	<u>3,875,356</u>



**VEAZIE SEWER DISTRICT  
NOTES TO FINANCIAL STATEMENTS  
MAY 31, 2011 AND 2010**

**NOTE 5: Retirement Plan**

The District will make a 100% matching contributions to the IRA of any regular full-time employee who provides proof of an employee contribution to his/her IRA of at least 3% of compensation in a year. The maximum match by the District will be 5% of compensation. Total expense related to the employee retirement benefit was \$2,920 and \$2,495 at May 31, 2011 and 2010, respectively.

**NOTE 6: Compensated Absences**

The District reports compensated absences in accordance with the provisions of GASB Statement No. 16 "Accounting for Compensated Absences". Vacation benefits are accrued as a liability as the benefits are earned if the employees' rights to receive compensation are attributable to services already rendered and it is probable that the employer will compensate the employees for the benefits through paid time off or some other means. The accrued vacation liability at May 31, 2011 and 2010 was \$14,680 and \$13,954, respectively.

The District's personnel policy allows employees to accrue sick leave at a rate of 1.25 eight hour days per month up to 120 days or 960 hours. The District will buy back sick time accrued at employees' current rate of pay at the time of separation based on the number of years of service as shown below:

Years of Service	Accrued Hour/Days To Be Paid
5	1/4 - 25%
10	1/2 - 50%
15	3/4 - 75%
20	All - 100%

The accrued sick time liability at May 31, 2011 and May 31, 2010 was \$28,626 and \$23,067, respectively.

The accrued benefit liability shown in the financial statements at May 31, 2011 and 2010 is broken down as follows:

	2011	2010
Accrued Vacation	14,680	13,954
Accrued Sick Time	<u>28,626</u>	<u>23,067</u>
	<u>43,306</u>	<u>37,021</u>

**NOTE 7: Subsequent Events**

In preparing these financial statements, the District has evaluated events and transactions for potential recognition or disclosure through September 9, 2011, the date the financial statements were available to be issued.

**NOTE 8: Restatement**

A prior period adjustment totaling \$13,954 consists of recognizing the accrued vacation of the District at May 31, 2010. The affect of this adjustment was decreasing net assets by \$13,954 at May 31, 2010. The May 31, 2010 employee benefits expense was increased by \$1,507 to properly account for the change in the liability during the fiscal year ending May 31, 2010.





Message

Thu, Jan 19, 2012 12:03 PM

From: • admin@sedgwickmaine.org  
• Sedgwick Maine <sedgwickmaine@gmail.com>

To: • Joseph Hayes

Subject: Letter from the Town of Sedgwick

Attachments: • Attach0.html / Uploaded File 25K  
• Sedgwick Committee letter to all Towns .doc / Uploaded File 46K

**The following letter from the Town of Sedgwick contains links to numerous web sites. Please distribute this letter to the appropriate people via e-mail to facilitate access to those links.**

**TOWN OF SEDGWICK**

**P.O. Box 40**

**SEDGWICK, MAINE 04676**

**[admin@sedgwickmaine.org](mailto:admin@sedgwickmaine.org)**

January 19, 2012

To the Town of Veazie:

Greetings from the Town of Sedgwick. Please take a moment to read the LOCAL FOODANDCOMMUNITYSELF-GOVERNANCEORDINANCE(LFCSGO) passed unanimously by the citizens of Sedgwick on March 4, 2011. Similar ordinances were subsequently passed by the Towns of Blue Hill, Penobscot and Trenton in Hancock County and the Town of Hope in Waldo County, and it has come to our attention that the Town of

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Montville and towns in the Oxford Hills region will likely be considering a similar ordinance at their 2012 town meetings.

The Town of Sedgwick's Board of Selectmen has appointed a local committee of four to encourage, educate, and otherwise spread affirmative information regarding the meaning of the LFCSGO. This local ordinance simply protects the rights of individuals in any given community to make direct person to person sales and purchases of food products, and to conduct bake sales, and church suppers and the like without the need for government intervention. This is based in the Maine State Constitution, Article 1, Section 2:

“All power is inherent in the people... They have therefore an unalienable and indefeasible right to institute government and to alter, reform, or totally change the same, when their safety and happiness require it.”

When the Selectmen raise their hands and swear to uphold the Constitution, this gives them the authority and jurisdiction to uphold the intent of the people through local ordinances. The Maine Constitution, also states, in Article IV, Part Third, Section 1:

“The Legislature ... shall establish all reasonable laws and regulations for the defense and benefit of the people ... not repugnant to this constitution nor to that of the U.S.” and in Article IV, Part Third, Section 21 further states that: “The city council of any city may establish the direct initiative and people's veto for the electors of such city in regard to its municipal affairs ... provided it shall not take effect until ratified by vote of a majority of the electors of said city ...”

Across the country traditional food ways have come under attack. For example: the Wesleyan Church in Emily, Minnesota was told that in order to continue to serve the church suppers that they have been serving for the past 20 years, they would have to put in a \$170,000 commercial kitchen; in Rochester, PA the homemade pies being served at the St. Cecilia Catholic Church Lenten Fish Fry were seized off the counter by a State inspector – it is now illegal to sell homemade pies in the State of Pennsylvania; next door to us, in Keene, NH, at their Pumpkin Festival fundraiser, the police shut down a Cub Scouts' cotton candy booth and a homeless shelter's bake sale because they didn't have

the necessary permits; and on November 9, 2011, the Maine Department of Agriculture issued a summons to a Blue Hill farmer for selling unlicensed food at his farm stand, including raw milk from his one cow. Below you will find web links to other such incidents around the country.

Maine has a long history of small family farms and an entrepreneurial spirit that has started many a successful business in a home kitchen. The LFCSGO is designed to promote that spirit and to protect the rights of all citizens in the individual Towns to do what they have always done – buy or share food where and with whom they choose. It allows people to make informed decisions by buying food directly from the farm of their choice, and from farm stands and farmers' markets. It also allows us to maintain our traditions of serving food at church suppers and buying locally produced food at benefit dinners and bake sales.

Now that we understand our mutual peril, we need to consider actions we can and should take. Please consider adopting a local food self governance ordinance for your town. If we can assist with your town's ordinance, please contact us by e-mail.

Sincerely,

The Town of Sedgwick Community Self-Governance Committee

Mia Strong, Chair

Neil Davis, 1<sup>st</sup> Selectman, Secretary

Bob St. Peter

Richard Greenfield

[http://www.huffingtonpost.com/2011/08/03/rawsome-raid-\\_n\\_917540.html](http://www.huffingtonpost.com/2011/08/03/rawsome-raid-_n_917540.html)

<http://thebovine.wordpress.com/2011/08/11/a-brief-history-of-fda-raids-against-providers-of-natural-health-products/#more-24506>

## Web Links:

### Within Letter:

<http://www.sedgwickmaine.org/images/stories/local-food-ordinance.pdf>

<http://localfoodlocalrules.files.wordpress.com/2011/03/localfoodlocalrules-ordinance-template.pdf>

<http://maine.gov/legis/const/Constitution.pdf>

<http://maine.gov/legis/const/>

<http://localfoodlocalrules.files.wordpress.com/2012/01/emily-minn-church-shut-down-full1.doc>

<http://online.wsj.com/article/SB123932034907406927.html>

<http://freekeene.com/2010/10/18/keene-police-shutdown-bake-sale-for-homeless-shelter/>

<http://www.facebook.com/wearefarmerbrown>

### A Few Additional Web Links:

<http://www.thecompletepatient.com/journal/2011/9/15/wi-judge-to-zinniker-ftcldf-no-fundamental-right-to-own-a-co.html>

<http://localfoodlocalrules.org/>

<http://thebovine.wordpress.com/2010/10/24/estrella-family-creamery-shut-down-by-fda/>

[http://www.doj.state.wi.us/absolutenm/templates/template\\_share.aspx?articleid=2744&zoneid=1](http://www.doj.state.wi.us/absolutenm/templates/template_share.aspx?articleid=2744&zoneid=1)

<http://civileats.com/2011/01/14/to-eat-or-not-to-eat-wyoming%E2%80%99s-right-to-choose-what%E2%80%99s-in-a-spoonful/>

[http://www.naturalnews.com/034515\\_ecoli\\_beef\\_recalls.html#ixzz1igfipSb4](http://www.naturalnews.com/034515_ecoli_beef_recalls.html#ixzz1igfipSb4)

<http://bangordailynews.com/2011/12/20/health/hannaford-salmonella-cases-spread-bacteria-source-still-unidentified/>

[http://www.philly.com/philly/blogs/inq\\_ed\\_board/Feds-have-a-cow-over-raw-milk.html](http://www.philly.com/philly/blogs/inq_ed_board/Feds-have-a-cow-over-raw-milk.html)

<http://www.newschannel6now.com/Global/story.asp?S=13559865>

<http://www.abqjournal.com/main/2012/01/04/abqnewsseeker/updated-2.html>



## Town of Veazie Goals

January 23,2012

Each Councilor listed three items of concern. The following: are listed in the order that the council had concerns:

- 1.) School 3 votes
- 2.) Roads 2 votes
- 3.) Sewer District 2 votes
- 4.) Budget Process 2 votes
- 5.) Delivery of Town Services 2 votes
- 6.) Municipal Resources evaluation of town services 1 vote

Other items listed are:

- 1.) Assessing services
- 2.) Updates to the Town Charter
- 3.) Quality of the audit
- 4.) Capital Improvement Plan 5 Year Plan
- 5.) Community Center
- 6.) Contracts & Policies
- 7.) Loss of Dam (tax \$\$\$)
- 8.) Explore Investment options

Major areas of concern:

- 1.) Schools
  - a.) Upcoming budget
  - b.) Tax impact
  - c.) Possible withdrawal from the RSU
  - d.) Keeping school choice
- 2.) Roads
  - a.) Road Study
  - b.) Set Budget once roads are determined
- 3.) Sewer District
  - a.) Have third party validate sewer assessment.
  - b.) Review the hydrant protection with the Water District
- 4.) Budget Process
  - a.) Budget Committee Feb to April
  - b.) Council to be kept informed
  - c.) Budget wrap up end of April
  - d.) Council review April – May

- e.) Joint Council & Budget Committee May
- f.) Town Meeting June

5.) Delivery of Town Services

- a.) Assessing
  - Revaluation
  - Update cards
- b.) Services essential to the citizens....get citizen input on services provided

6.) Investment options

**Town of Veazie Planning Board  
AGENDA**

**Tuesday, 7 February 2012  
Fletcher Municipal Building  
7:00 PM**

**Call to Order**

**Minutes: 10 January 2012**

- 1. Resurvey of the Community**
  - **Distribution & Review of the Complan Survey**
  - **Discussion: Appropriate Survey Questions.**
- 2. Comprehensive Plan Update: continued discussion - Goal Statements;**
  - \*agriculture/forestry – invite Town Forester?**
  - \*marine resources – appropriate expert for discussion?**
  - \*historic/archeologic resources – Town Historic Society representative?**
  - \*land use**

**Other Business.**

- **MMA Planning Board Manuals**
- **Planning & Zoning Handbooks**
- **Corrected copies of Comprehensive Plan**
- **Takings Bill.**

**Next Meeting**

**Adjourn**