

## AGENDA

- ITEM 1.** Call to Order
- ITEM 2.** Secretary call the Roll Call
- ITEM 3.** Pledge of Allegiance
- ITEM 4.** Consideration of the Agenda
- ITEM 5.** Approval of the April 9, 2012 Council Meeting Minutes
- ITEM 6.** Public Comments

### New Business:

- ITEM 7.** Request by Tax Assessor Ben Birch that the Town set up a Committee called the Veazie Board of Assessment Review
- ITEM 8.** Authorize the Town Manager or his Designee to Sign an Agreement with Skye Washington to Provide Zumba Classes under the Town of Veazie Recreation Department
- ITEM 9.** Presentation and Recommendations of the Municipal Budget by the Budget Committee
- ITEM 9A.** Set Public Hearing for Budget

### Unfinished Business:

- ITEM 10.** Appointments to the RSU Withdrawal Committee
  - Appointment of a member of the Withdrawal Petition Committee Member to the RSU Withdrawal Committee
  - Appointment of a Member of the Town Council to the RSU Withdrawal Committee
  - Appointment of a Town Resident to the RSU Withdrawal Committee
- ITEM 11.** Manager's Report
- ITEM 12.** Comments from the Public
- ITEM 13.** Requests for Information and Town Council Comments

- ITEM 14.** Review & Sign of Town Warrants 22, 22A and Payroll Warrant 22
- ITEM 15.** Authorize the Transfer of \$1420 from CBE TIF and TIF Agency Fund for RM Davis for Fund Management Fees for the Period April 1 to September 30, 2012
- ITEM 16.** Executive Session Pursuant to 1 MRSA 405 (6) D – Discussion of Labor Contracts – Fire Department
- ITEM 17.** Act on the proposed Fire Department Contract
- ITEM 18.** 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

**April 23, 2012**  
**Agenda Notes**  
**&**  
**Manager's Report**  
**Agenda Notes**

**Item # 7** This is a request by Ben Birch requesting that the town set up a Board of Assessment Review Committee, however, our charter gives the power to the Board of Appeals. Right now only Travis Noyes is on the board. Both Ben and I feel that it is important that the committee be formed ASAP.

Assessor Birch and I met with Bob Duplisea Jr. from RJD Appraisal regarding the details of the revaluation. They will start around August 6, 2012 and he expects to wrap up by June 2013. Letters would go out giving the taxpayers information regarding the assessment on their property. Hearings would then be set in July and August with the commitment taking place around August 20<sup>th</sup>.

The crew will have identification and will be knocking on doors after 9AM. Their hours of work will be from 8 AM to 4 PM Monday-Friday.

A contract will be forwarded to you outlining the details including payments.

**Item # 8** I have met with Skye Washington and Rob Young regarding the zumba classes at the Veazie Community School. In a nut shell, Skye's classes will come under the umbrella of the Veazie Recreation Department. All students in the zumba classes will sign waiver forms. All monies collected will go through the Town books. Skye will receive 2/3 of the monies turned in and we will retain 1/3. She will provide \$400,000 liability insurance naming the Town and the school as additional insurers. A copy of the proposed contract is in your packet.

**Item # 9** The municipal budget will be presented to you at this meeting. Budget packet updates are in a separate envelope from your packet.

**Item #9A** If you accept the proposed budget we should set a date to hold the public hearing for the budget.

**Item # 10** I have on the agenda three appointments to the RSU Withdrawal Committee. Please note that it is important that the appointments be made this evening for the following:

Appointment of a member of the withdrawal petition committee to the RSU Withdrawal Committee

Appointment a member of the Town Council to the RSU Wwithdrawal Committee

Appointment a town resident to the RSU Withdrawal Committee

The Commissioner of Education has given you written permission to make the appointments.

The RSU 26 Board appointed Chris Dalton to be their representatives on the withdrawal committee.

The Commissioner has told Superintendent Smith that the RSU Board Chairman must convene a meeting within 30 days of the citizen's approval. That will happen this April 25<sup>th</sup> as the following items are on the RSU 26 agenda:

- 1.) RSU 26 Board Chair to conduct the election of Chairs for the Glenburn and Veazie withdrawal committees
- 2.) RSU 26 Board to determine whether or not to negotiate with the individual town's withdrawal committee or with both towns' withdrawal committees at the same time.
- 3.) RSU 26 Board to determine the composition of the RSU #26 Board of Directors negotiation team. Superintendent recommends a Board subcommittee be appointed to negotiate with either individual withdrawal committee or both committees at the same time, for purposes of consistency and efficiency.

**Item # 15.** This is the cost of managing the investments the Town has with RM Davis.

## **Managers Report for April 23, 2012**

I attended the Bangor Area Storm Water Group Meeting on Thursday, April 9th in Milford. That meeting was an update and planning for new changes that may be forth coming with the renewal of the MS-4 program. That renewal will take place next year and some changes are anticipated. Bangor is planning to begin charging a fee to sewer users to pay for their program.

I met with Skye Washington regarding the Zumba program. I suggested a contract that spells out our requirements and work with her. She did provide us with insurance binders listing the town as well as the school. A copy of a proposed contract is in your packet.

At the last Council meeting I was asked what other towns are ahead of us in the RSU withdrawal process. At this stage only Starkes has gone through the process. Glenburn and Veazie are ahead of most communities. Arundle voted last week to begin the withdrawal process. Belfast has received a petition and is just beginning.

We have received 2 applications from the public seeking to be on the RSU withdrawal board. I have asked them to come in and meet with you at Monday evening's meeting. Meanwhile the RSU has appointed Chris Dalton as their member on the Veazie Withdrawal Committee. The RSU Board of Directors will be meeting next Wednesday night. Tom Russell has stated that he can not represent any of the 3 towns in the district as he has a conflict of interest.

A copy of the RSU agenda is in your packet.

We have received a quote from Cargill for next year's salt at \$63.67/ton. I have asked Brian to get prices from Harcross and International Salt for comparison purposes.

Members of the Budget Committee will be at your meeting to present the budget to you and to answer any questions you might have. Once you accept it you should set a public hearing which we need to advertise.

I have been working on wrapping up the budget numbers for you. I am bringing one item that was not reviewed by the Budget Committee to you. It is the economic development account. I need to have \$5,500 for web hosting and the T-1 line. I have informed the Budget Committee Chairman of this mistake.

At the last meeting I provided you with a copy of a proposed ordinance exempting eligible active duty military personnel from vehicle excise taxes. I would like to know if this is something you wish to pursue.

I will be getting recertified with the Bureau of Motor Vehicles on April 24th and 25th in Farmington so I may be able to register motor vehicles.

**PRESENT:** Chairman Friedman, Councilor King, Councilor Perkins, Councilor Olson, Councilor Parker, Town Manager J. Hayes, Deputy Clerk K. Morin, Fire Chief G. Martin, Public Works Director B. Stoyell, Members of the Public.

**ITEM 1.** The April 9, 2012 Veazie Town Council meeting was called to order at 7:00PM.

**ITEM 2. Roll Call**  
Councilor Olson, Councilor King, Chairman Friedman, Councilor Perkins and Councilor Parker were all present.

**ITEM 3. Pledge of Allegiance**

**ITEM 4. Consideration of the Agenda**  
Councilor Parker wished to have a discussion on policy and procedures for awards and recognitions. This was added as item 9a.

**ITEM 5. Approval of the March 26, 2012 Council Meeting Minutes**  
Motion By: Councilor Perkins –to approve the March 26, 2012 meeting minutes as written. Seconded: Councilor King, Voted 5-0 in favor.

**ITEM 6. Awards, Petitions and Public Comments**  
The Town Council recognized Kaylin Larkin for finishing second in the Penobscot County Spelling Bee.

The Town Council recognized the Veazie Community School Robotics Team for finishing fourth and being the top middle school team in a competition. The team also won the KISS Award for the design of their project.

The Town Council recognized Patricia Rice for being named Minority Small Business Champion of the Year.

**ITEM 7. Public Comments**  
There were no comments from the public.

**ITEM 8. Appointments to the RSU Withdrawal Committee**  
There was discussion on how to appoint individuals to the RSU Withdrawal Committee. Concerns were expressed on the control of money and how it is spent by the committee and whether the Council had any control over it.

Member of the public Robert Rice stated that he believed there were other towns going through this process and asked whether the Town had consulted any of these towns to see what they are doing.

It was decided to see what other towns were going through the process and consult them. It was also decided to advertise the 'member of the public' position and have individuals fill out a citizen involvement application. The Council will meet with the applicants before the next Council meeting.

**ITEM 9. Authorize the Town Manager or His Designee to Sign an Agreement for the Fire Department's Life Pack**

Motion By: Councilor Parker—to authorize Manager Hayes to sign an agreement for the Fire Department's Life Pack. Seconded: Councilor Olson, Voted 5-0 in favor.

**ITEM 9a. Policy/Procedure for Awarding and Recognizing**

Councilor Parker outlined that he felt that awards and recognitions should be kept town oriented like kids or volunteers in Town. He felt recognizing people for things they've done in their careers was crossing the line for recognizing people for accomplishing things for the Town. He suggested that if someone has accomplished something they could bring it up at a meeting and vote on it.

Councilor Olson stated that she didn't think it needs to be necessarily something to do with the Town but stated she was okay with voting on it.

Councilor Perkins stated that he felt they should leave it at the discretion of the Town Manager, he does a good job.

**ITEM 10. Meeting with Assessor Ben Birch**

Assessor Ben Birch outlined that he mailed out nine RFPs for a revaluation and received three back. He also phoned the six that didn't reply and they simply could not fit in our time table. Assessor Birch stated that he and Manager Hayes were recommending acceptance of RDG's bid for \$76,000. Assessor Birch stated that their installment plan involved payments in two separate budget years.

Chairman Friedman, Councilor Perkins, Councilor Olson and Councilor King all expressed their desire to move forward with the revaluation.

Councilor Parker outlined that he would like to wait six months and get through the budget cycle and see what the Town has for money.

Member of the public Joan Perkins outlined that taxes affect everyone in this Town and it is important to move forward so that there are fair and consistent taxes.

Councilor Olson agreed that the Town could wait six months but there is never an ideal time to spend this money. She outlined that it is important to make sure that taxes are fair.

Member of the public Rob Tomilson inquired whether the revaluation covered commercial and industrial properties as well. He also wondered if it included the power plant as well. Assessor Birch outlined that all properties will be covered, however, the power plant's assessment is outlined in the TIF agreement.

Motion By: Councilor Perkins—that the Town of Veazie orders the Town Manager to engage in employing RDG to do a revaluation of the Town of Veazie. Seconded: Councilor Olson, Voted 4-1 in favor. Councilor Parker was opposed.

**ITEM 11.     Manager's Report**

Manager Hayes went over his manager's report with the Council.

**ITEM 12.     Comments from the Public**

There were no comments from the public.

**ITEM 13.     Requests for Information and Town Council Comments**

There were no requests for information or Town Council comments.

**ITEM 14.     Review and sign off Town Warrant 21, 21A and Payroll 21**

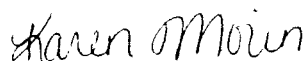
**ITEM 15.     Executive Session**

There was no executive session.

**ITEM 16.     Adjournment**

Motion by: Councilor King—to adjourn the April 9, 2012 Town Council Meeting.  
Seconded: Councilor Parker. There was no further discussion. Voted 5-0 in favor.  
Meeting adjourned 7:56pm.

*A true record, Attest:*



*Karen Morin  
Deputy Clerk  
Town of Veazie*



EXTRACT FROM TOWN CHARTER  
REGARDING THE BOARD OF APPEALS

provided in this Charter. The School Committee shall prepare budget estimates in detail of the several sums required during the ensuing budget year for the support of the public schools; and at least 45 days before the beginning of the budget year, the School Committee shall furnish copies of such estimates to the Manager.

#### **00.04.03.06 Chairman**

At the first meeting annually, or as soon thereafter as possible, the School Committee shall elect by majority vote of the entire committee one of its members as chairman of the School Committee for the ensuing year, and the School Committee may fill for the unexpired term any vacancy in the office of chairman that may occur. The chairman shall preside at all meetings of the School Committee and shall have a vote as other members of said committee.

#### **00.04.03.07 Compensation**

The compensation of the School Committee members and Committee Chairperson shall be established annually at the annual Town Meeting. The compensation established at the annual Town Meeting shall be paid to the Committee members in equal quarterly payments; however, if a Committee member misses two or more regular or duly called Committee meetings in a quarter, without an excuse approved by the Committee, the pay for that quarter shall be forfeited.

### **Section 00.05 Tax Administration**

#### **00.05.01 Assessor**

The Town Council shall appoint a qualified Assessor for a term not exceeding two years and shall determine the compensation. The Assessor shall have such duties and be subject to such liabilities as are provided for such Assessors under the laws of the State of Maine.

#### **00.05.02 Board of Assessment Review; Appointment; Vacancies**

The Board of Appeals shall serve as the Board of Assessment Review.

#### **00.05.03 Board of Assessment Review; Powers; Duties**

The Board of Assessment Review shall have the power to:

Review on complaint of the property owners, and revise assessments for the purpose of taxation of real and personal property within the Town limits made by the Town Assessor.

Administer oaths.

Take testimony.

Adopt regulations regarding the procedure of assessment review not inconsistent with statutory provisions.

### **Section 00.06 Board of Appeals**

#### **00.06.01 Composition and Terms**

There shall be a Board of Appeals composed of five members appointed by the Council. The term of office shall be three years; except that initial appointments shall be two for three years, two for two years, and one for one year.

#### **00.06.02 Jurisdiction**

The Board of Appeals shall act as the Zoning Board of Appeals and have the same powers and duties as prescribed by the laws of the State of Maine for such boards. In addition, the Board of Appeals shall have the jurisdiction to hear appeals that may arise under the housing code, building code, or any other regulatory ordinance enacted pursuant to this Charter or the laws of the State of Maine, which provide therein for such appeals. The

**Board of Appeals shall also serve as the Board of Assessment Review, Citizens Personnel Advisory Board and General Assistance Fair Hearing Authority.**

#### **00.06.03 Vacancies; Removal from Office; Filling of Vacancies**

##### **00.06.03.01 Vacancies**

The office of Board of Appeals members shall become vacant upon his/her nonacceptance, resignation, abandonment, death, permanent disability, permanent incompetency, or failure to qualify for the office within ten days after written demand by the Council.

##### **00.06.03.02 Removal from Office**

Board of Appeals members may be removed from office for cause after a hearing by the Council.

##### **00.06.03.03 Filling of Vacancies**

A vacancy in the membership of the Board of Appeals shall be filled by appointment by the Council for the remainder of an unexpired term.

#### **Section 00.07 Financial Procedures**

##### **00.07.01 Fiscal year**

The fiscal year of the Town shall be determined by the Council.

##### **00.07.02 Budget Officer and Budget Committee**

The Town Manager shall be the Budget Officer. A Budget Committee of not less than five members shall be appointed by the Town Council. All Department heads shall submit a proposed budget to the Budget Committee. After review and recommendations by the Budget Committee, the Budget Officer shall prepare the Budget message, Budget summary, the Budget detail, the Capital Program for submission to the Council and shall administer the Budget.

##### **00.07.03 Preparation and Submission of the Budget**

The Budget Committee, at least sixty (60) days prior to the beginning of each Budget year, shall submit recommendations to the Budget Officer. The Town Manager at least 45 days prior to the beginning of each budget year, shall submit to the Council a budget and an explanatory budget message. The budget authority of the Council shall be limited to the final determination of the total appropriations to be made to each of the several offices, departments and agencies of the Town, including the School Committee. The Budget shall contain:

A statement of the financial condition of the Town.

An itemized statement of appropriation recommended for current expenses and for permanent improvements, with comparative statements and parallel columns of estimated expenditures for the next preceding fiscal year. An increase or decrease in any item shall be indicated.

Any itemized statement of estimated revenues from all sources, other than taxation, and a statement of taxes required, comparative figures from current and next preceding year.

Such other information as may be required by the Council.

The proposed budget prepared by the Town Manager shall be reviewed by the Town Council which shall approve the budget with or without amendment. The complete Town budget, including the School budget, as approved by the Council shall be published and the Council shall fix the time and place for holding a public hearing for the budget, and shall give public notice of such hearing. The Council shall then review the budget and recommend it, with or without change, to the annual Town Meeting.

## CONTRACT FOR ZUMBA CLASSES

Between the Town of Veazie

& Skye Washington

1. **PARTIES:** This Contract is between the Town of Veazie (also referred to as "we" or "our" or the "Town") and Skye Washington of Veazie, Maine (referred to as "you" or "Contractor"). When this Contract refers to you, it also includes your officers, agents and employees.

2. **SUBJECT:** The subject of this Contract is for conducting Zumba classes for the Veazie Recreation Department.

3. **INDEPENDENT CONTRACTOR:** Throughout the performance of this Contract you are acting in independent capacity and not as an officer, employee or agent of the Town Veazie. Additional personnel needed by you to fulfill your duties under this Contract shall be employed or retained by you, and you are solely responsible for complying with all applicable state and federal laws, including but not limited to: workers compensation law, employment security law and minimum wage and hours laws. As an independent contractor, you are also responsible for maintaining your equipment in a safe and legal condition.

4. **DEFINITIONS:** Except as defined below, all words and terms used in this contract have their ordinary meaning.

(Note: Clearly define any words or terms which have particular, unusual or technical meanings within the context of this contract.)

5. **TERM OF CONTRACT:** This contract is in effect from April 23, 2012 to July 1, 2013 unless sooner terminated in accordance with Sections 11 or 12.

6. **YOUR DUTIES:** You shall perform the following duties:

A) Teach or instruct Zumba classes under the umbrella of the Veazie Recreation Department.

B) All fees for said instruction shall be collected by the Town of Veazie.

C) All participants must sign a waiver from liability form from the Town of Veazie.

7. **OUR DUTIES:** The Town will pay you 2/3 of the funds collected for 10 sessions of Zumba. Payment will occur as funds are collected by the Town and payment will be placed on the next warrant.

8. **INSURANCE:** You agree to maintain, throughout the term of this Contract and for a period of two (2) years following expiration of this Contract, liability insurance in the amount of \$400,000 for personal injury, death and property damages resulting from your acts or omissions in the performance of this Contract. You must provide proof of insurance to the Town. The School, Town and its officers, employees and agents shall be additional named insured's under this insurance coverage.

9. **BILLS AND CLAIMS:** As an independent contractor, you are responsible for all bills and claims for labor, material, equipment, fuel and other items which are incurred in the performance of this Contract. The Town will not pay such bills or claims.

10. **ASSIGNMENT:** You may not sell, transfer or otherwise assign your duties under this Contract to any other person or entity without the written consent of the Town Council.

11. **BREACH OF CONTRACT:** If you fail to perform according to the terms of this Contract in the time and in the manner specified, that failure is a breach of contract. In the event of a breach, the Town through its Town Manager, shall provide you with a written notice stating the nature of the breach and the amount of time you have to perform the work. In the event that you are unable or unwilling to perform your duties in the time stated in the notice, the Council have the following options from which they may select at their sole discretion:

(A) Terminate the Contract. We may terminate this Contract by sending you a written notice of the reason for termination. You will be paid for all work which is satisfactorily done by that time, but the remainder of the money due under this Contract may be used to hire another person or agency to perform the work. In addition, we may use money from your bond (or other performance guarantee) to cover the costs of performing this Contract.

(B) Substitution. We may hire a substitute contractor to perform your duties for any period of time we deem necessary. This substitute will be paid with money from your bond, or from the remainder of money due you (but unearned) according to installment schedule, or both.

(C) Other remedies. In addition or in the alternative, we also may seek any other legal or equitable remedy available to enforce this Contract. In the event that we bring suit against you to enforce this Contract, and prevail on our claim, you will reimburse our costs and attorneys fees incurred in that action.

The foregoing options are not exclusive of one another; we may use any or all of them or a combination of them.

**12. TERMINATION BY MUTUAL AGREEMENT:** The parties may agree in writing to terminate this Contract by mutual consent.

**14. INDEMNIFICATION AND HOLD HARMLESS:** You agree to defend, indemnify and hold the Town and its officers, employees and agents harmless from any claims for death, personal injury, property damage or other loss resulting from your acts or omissions in the performance of this Contract. In the event that such a claim is made against us, you will pay any legal fees incurred to defend us, and you will pay any amount (indemnify) for which we are held liable.

**15. SUPERVISION AND CONTROL:** As an independent contractor, you have the right and duty to supervise your own employees, agents and equipment. The Recreation Director and Town Manager have the right to inspect your activities as well as assign a place to conduct your Zumba class under this contract and will notify you of problems, inadequacies or non-performance. The Recreation Director will, on behalf of the Town, determine whether your performance is satisfactory under this Contract.

**16. NOTICE AND CONTACT:** The following persons are available and authorized to accept notices (written or oral), calls and orders:

(a) For us: The Town Manager

Phone: 947-2781

(b) For you: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

**17. AMENDMENT, SEVERABILITY, JURISDICTION:** This Contract can be amended only by written consent of the parties. If any part of this Contract is declared by a Court to be void or unenforceable, the remaining provisions will continue in full force and effect. This Contract is governed by the laws of the State of Maine.

In witness whereof, the parties or their duly authorized agents execute this Contract on this \_\_\_\_\_ day of April, 2012.


Witness \_\_\_\_\_

For the Contractor \_\_\_\_\_

Witness \_\_\_\_\_


For the Town: \_\_\_\_\_

**CANDIDATES FOR APPOINTMENT  
AS MEMBERS OF THE PUBLIC FOR  
THE VEAZIE  
RSU 26 WITHDRAWAL COMMITTEE**

From:  VeazieME\_Involvement  
"Janine Raquet" <jaraquet@roadrunner.com>

Tue, Apr 10, 2012 2:26:40 PM

Subject: Fwd: Citizen Involvement Application

To:  Karen Humphrey

Attachments:  Attach0.html / Uploaded File

2K

Request From: Janine Raquet  
Email: [jaraquet@roadrunner.com](mailto:jaraquet@roadrunner.com)  
Source IP: 198.182.163.129

Address: 1375 State Street  
Phone: 947-4797  
Years Resided in Veazie: 5

#### Civic Involvement

Veazie Community Center Committee Officer, Stockton Springs Town Library Committee Officer (2 terms)

#### Specialty or Field

Law


#### Committee or Boards Interested In

RSU Withdrawal Committee

#### Additional Information


As the parent of a child with special needs at Veazie Community School, the future of the school - either within or outside of the RSU - is of great concern to me. I would like to be part of the Committee looking for the best solution for our children and our Town.



From:  VeazieME\_Involvement  
"James Killarney" <james\_killarney@umit.maine.edu>

4/19/2012 2:18:56 PM

Subject: Fwd: Citizen Involvement Application

To:  Karen Humphrey

Attachments:  Attach0.html / Uploaded File

2K

Request From: James Killarney  
Email: [james\\_killarney@umit.maine.edu](mailto:james_killarney@umit.maine.edu)  
Source IP: 141.114.197.65

Address: 105 Ridgeview Dr Veazie, ME  
Phone: 217 7346  
Years Resided in Veazie: 5

Civic Involvement  
Currently on Conservation Committee

Specialty or Field  
Chemistry

Committee or Boards Interested In  
Veazie RSU Committee

Additional Information



Paul R. LePage

GOVERNOR

STATE OF MAINE  
DEPARTMENT OF EDUCATION  
23 STATE HOUSE STATION  
AUGUSTA, MAINE  
04333-0023

ITEM # 10a

Stephen L. Bowen

COMMISSIONER

April 10, 2012

Joseph Hayes, Town Manager  
Town of Veazie  
1084 Main Street  
Veazie, Maine 04401

Dear Mr. Hayes:

By letter dated March 28, 2012, this office was informed that by referendum on March 27, 2012, the voters of the Town of Veazie voted in favor of submitting a petition to Regional School Unit No. 26 and to the Commissioner for the formation of a withdrawal committee.

This March 28, 2012 correspondence included an explanation for why the Town of Veazie wants to withdraw from RSU 26. The Department of Education has received a certified copy of the petition adopted by the voters, including the affirmative and negative votes cast.

The warrant article voted upon on March 27, 2012, complies with the requirements of the statute and the official vote tally shows 173 voters in favor and 36 voters opposed to the question; the vote included authorizing an expenditure of \$50,000.00 by the withdrawal committee.

Under 20-A MRSA §1466(4)(A), the Commissioner of the Department of Education must direct you, as the municipal officer, to select representatives to a withdrawal committee as prescribed by statute. The chair of the regional school unit board shall call the first meeting of the withdrawal committee within 30 days of the written notice of the vote.

Sincerely,

Stephen L. Bowen  
Commissioner of Education

cc: Douglas K. Smith, Superintendent, RSU 26  
Alison Mitchell, Board Chair, RSU 26

SLB/pbg

## **20-A §1466. WITHDRAWAL OF A SINGLE MUNICIPALITY FROM A REGIONAL SCHOOL UNIT**

**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 the municipality) or otherwise pledge the credit of the (name of the 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.

**20. (TEXT EFFECTIVE UNTIL 7/1/12) 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.

**20. (TEXT REPEALED 7/1/12) Reorganization; penalties.**

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## Arundel group holds withdrawal forum

 By Jennifer Feals  
[jfeals@seacoastonline.com](mailto:jfeals@seacoastonline.com)  
 March 22, 2012 2:00 AM

ARUNDEL — In rallying their cause for withdrawal from RSU 21, a group of Arundel voters held an open forum last week to highlight the benefits and resolve misconceptions.

The Save Arundel Group organized the March 15 forum, which was attended by approximately 30 residents, members of surrounding communities, and local representatives.

On April 10, Arundel voters will be asked to file a petition with the Board of Directors of RSU 21 and the Commissioner of Education, authorizing a withdrawal committee to utilize \$35,000 to review the possibility of withdrawal. The vote needs to pass in order to move on to the next step, but does not mean that withdrawal immediately begins.

The \$35,000 appropriation includes \$12,000 for a study from an unbiased group to determine if withdrawal is the right move for Arundel. The town would then vote on withdrawal in November. Fifty percent of voters in the last gubernatorial election would have to participate in that vote in order for the withdrawal to pass, which totals at least 900 voters and at least 451 in support. This is a change in the law, from two-thirds of voters, recently enacted by Gov. Paul LePage.

"If this effort fails, if we remain a part of the district, Arundel taxpayers will face unprecedented tax increases," said Pete Gallant, a member of the Save Arundel Group. "Tonight we have an opportunity before us."

That opportunity, Gallant said, is to offer Arundel children an "excellent education," to have a locally run school board, to regain local control of the school building and staff, to restore and enhance programming, and to "school children in a clean, healthy environment."

Members of the Save Arundel Group say the numbers show that withdrawal is in the best interests of taxpayers. They asked Kennebunk resident Ed Karytko to walk through a review of the financial impact to Arundel taxpayers since joining the RSU, using the certificate of assessment from the three towns in the district, Kennebunk, Kennebunkport and Arundel.

"In round numbers, the people of Arundel are paying 90 times more than the people in the Port," Karytko said, explaining that Arundel's mill rate per \$1,000 has increased by \$1.77 since 2010, while Kennebunk's has increased by \$.35 and Kennebunkport's by \$.02, over that time. "Right is right. It's just not fair."

Members of the group say that proposed improvements within RSU 21, including a \$43 million renovation to Kennebunk High School and \$4.2 million in improvements to Kennebunkport Consolidated School, should not come at their further expense. While there are plans to improve Mildred L. Day School for \$3.7 million, members said Arundel could put that amount into the school as its own district and save \$5 million over the course of a 20-year bond.

"We need to get to a yes vote and get an independent consultant in here who can get to the real numbers. It's just going to say that we need to get out of this thing and get on our own," said Paul Raymond. "I think we can do a better job."

The Arundel Board of Selectmen will hold a Public Forum on RSU 21 withdrawal on March 26, beginning at 7 p.m., in the Mildred L. Day gymnasium.

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 Marshwood hires Rotsko as new football coach -

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Thursday, April 12, 2012 12:03:43 PM  
Page 1 of 2

From:  "Veilleux, Beverly" <Beverly.Veilleux@bangor.com> 4/10/2012 10:39:35 AM   
Subject: Invoice  
To:  Julie Reed

Attachments:  Attach0.html / Uploaded File 6K

Good Morning Julie we received an invoice from RM Davis for Management fees from 4/1/2012 - 9/30/2012 on the following accounts

Town of Veazie CBE TIF \$576.00

Town of Veazie Agency \$844.00

Please confirm that these are ok to pay

Thank you Beverly

***Beverly L. Veilleux***

***Administrator, Institutional Services***

***Wealth Management***

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207-974-4184*

*207-941-2726 (fax)  
1-877-226-4671 (toll free)  
[beverly.veilleux@bangor.com](mailto:beverly.veilleux@bangor.com)*



**Agenda**  
RSU #26 Board of Directors Special Meeting  
Orono High School Cafeteria  
Wednesday, April 25, 2012 at 7p.m.

- |   |  |
|---|--|
| <input type="checkbox"/> Lisa Buck, chairperson                             | <input type="checkbox"/> Travis Noyes  |
| <input type="checkbox"/> Julia Hathaway, vice chairperson                   | <input type="checkbox"/> Susan O'Roak  |
| <input type="checkbox"/> Chris Dalton                                       | <input type="checkbox"/> Lauren Romain |
| <input type="checkbox"/> John Higgins                                       | <input type="checkbox"/> Wayne Scott   |
| <input type="checkbox"/> Leo Kenney   | <input type="checkbox"/> Rose Thompson |
| <input type="checkbox"/> Frances Neubauer                                   | <input type="checkbox"/> Eric Voelker  |
| <input type="checkbox"/> Chloe Douglass (Non-voting student representative) |  |

**1. Opening**

Call to Order/Pledge of Allegiance

**2. New Business**

A. Appoint Jim Chasse as Acting Superintendent for tonight's special meeting

B. Board Chair to conduct the election of Chairs for the Glenburn and Veazie withdrawal committees

C. Board to determine whether or not to negotiate with the individual town's withdrawal committee or with both towns' withdrawal committees at the same time.

D. Board to determine the composition of the RSU #26 Board of Directors negotiation team.

Superintendent recommends a Board subcommittee be appointed to negotiate with either individual withdrawal committee or both committees at the same time, for purposes of consistency and efficiency.

**3. Next Meetings:**

A. Wednesday, May 9, 2012 Regular Board Meeting at the Glenburn Municipal Building at 7p.m.

B. Wednesday, June 20, 2012 Regular School Board Meeting at the Veazie Community School at 7p.m.

**4. Adjournment**

Any citizen who wishes to participate in this meeting and who needs special accommodations due to a disability should contact the Superintendent's Office immediately at 942-4405.



**PENOBSCOT COUNTY**  
**UNORGANIZED TERRITORY ADMINISTRATION**  
*Barbara Veilleux, Director*  
*97 Hammond Street*  
*Bangor, ME 04401*

*Phone: 207-942-8566*  
*Fax: 207-945-4933*

April 11, 2012

Mr. William Reed, Manager  
Town of Veazie  
1084 Main Street  
Veazie, ME 04401

Re: Winter Salt Cooperative Purchase

Dear Municipal Official,

The Penobscot County Commissioners are inviting all communities within the county to join us in a cooperative purchase of road salt. We are pleased to announce that Cargill De-Icing Technologies has agreed to extend last year's pricing through the 2012-2013 winter season.

Enclosed you will find a copy of the salt specifications. Requirements include:

- Prices will be guaranteed for the duration of the 2012-2013 winter season through April 30, 2013.
- Municipalities must guarantee to purchase 75% of the estimated tons but will be guaranteed the price quoted on 110% of the estimated tons.
- An individual contract will be written if requested by the municipality.
- The successful vendor must guarantee product delivery within 72 hours of receipt of an order.

**The salt price for Town of Veazie is \$63.67 per ton.**

If your municipality wishes to participate in this cooperative purchase, please return the enclosed form by Friday, June 1, 2012. You may contact me at 942-8566 with questions or concerns.

Sincerely,

Barbara A. Veilleux, Director

# **Penobscot Cable Consortium**

## **Meeting Minutes**

March 21, 2012

### **I. Introductions**

The meeting was called to order at 1:34 p.m. in the EMDC Boardroom at 40 Harlow Street in Bangor, Maine.

Present:	Gary Fortier, Ellsworth	Susan Tuholski, Orono
	Steve Cornell, Bar Harbor	Donald Lagrange, Southwest Harbor
	Jennika Lindy, Belfast	
	Paul Nicklas, Bangor	
	Mary Stuart, Brewer	
	Karen Fussell, Brewer	
	Debbie Fitzpatrick, Bucksport	Francesca DeSanctis, EMDC
	Joe Hayes, Veazie	Tyler Collins, EMDC
	Durlin Lunt, Mount Desert	

### **II. Approval of Agenda**

### **III. Approval of the Minutes from February 16, 2012**

Steve made a request to amend number four on page two of the February 16 minutes to read that he will send out the contact information if a town so inquired. Jennika move to approve the minutes as amended. Debbie seconded this motion. Accepted as amended.

### **IV. Conference call with Pat Scully about negotiations**

### **V. Discussion on use of Model Franchise Agreement as provided by Pat Scully vs. using current agreements**

### **VI. Conference call Discussion of the questions with Pat Scully**

#### *1. Term of the Agreement:*

Most current franchise agreements are ten years. It was determined that PDCC will accept the 10 year agreement but will ask for a 15 year agreement and see where that goes. This will leave Pat a little bit of negotiating room.

2. *Franchise Fee:*

The franchise fee will likely stay at 5% unless a town chooses to opt out. Those who may want to change to a different percentage rate should request that the agreement provide them with flexibility over time so they will be able to change the percentage rate without having to change the entire agreement.

3. *Extensions of Service:*

18 (or higher) seems to be the standard in Maine. It isn't likely that TWC will agree to a lower number. PDCC will accept 18 but will ask for 16 and see where it goes. TWC has been amenable to service particular areas in a community that have a large density but don't meet continued density. The idea being that TWC is happy to keep these negotiations private and take care of them as an aside from the agreement. If towns can get the specific information (name, location, length, how many houses, etc.) about which roads they would like to have serviced aside from the agreement and let Tyler and/or Francesca know and they will pass the information on to Pat. Pat will take this information and discuss with TWC. Note: it is more likely that TWC will agree to two or three roads in a town that are close to a current serviced area or that are important to the town than they will be to service twenty roads per town.

4. *PEG Channels:*

Everyone would like to keep current PEG channels which are 3. Towns with individual requests for a drop should indicate so to Tyler and/or Francesca to pass that along to Pat.

5. *PEG Upstream Feed Locations:*

Towns with individual requests (for instance Veazie, Mount Desert and maybe Ellsworth) for a drop should indicate so to Tyler and/or Francesca to pass that along to Pat.

6. *PEG Capital Grants:*

The request is a minimum of \$50 per subscriber. TWC will question what each town is going to spend that money on so it will be beneficial for towns to have a plan or overview in place to tell specifically how this money is going to be spent.

Karen from Brewer asked if these capital grants have to be used on PEG channels because they currently have no PEG channels and do not plan to have any in the near future. Pat basically responded that these grants are to be used for PEG channels in some degree. Some towns that do not have PEG channels ask for this grant money as a PEG channel startup or they share it with a neighboring town that has PEG channels. If a town has no PEG channels and does not plan on having PEG channels or using the money for something related to PEG, it will be hard to justify the grant.

New agreement will likely have language in it to allow communities that have no PEG channels currently to have those services available if they decide to.

Pat thinks it is unlikely that TWC will provide any additional dedicated fiber drops for free because they would prefer to charge for it down the road. Towns should be able to keep what they have but shouldn't count on anything else.

Steve said that PDCC will request additional fiber drops be made at cost. Pat agreed that this was a good idea and suggested that if they won't do it towns could take some grant money and pay someone else to do it.

#### *7. System Capacity:*

All systems in PDCC area are at 750 MHz which is sufficient capacity.

### **VII. Discussion of Next Steps with Pat Scully**

PDCC would like to keep current agreements and offer changes to TWC...Pat will initially approach TWC with an offer to extend the current agreement along with the modifications that PDCC has proposed.

Those communities that would like to have PEG grants to get Pat (through Tyler and/or Francesca) as much information to let him know how they plan to reasonably spend this money (see above). Also, communities should identify those roads that they would like included in the "aside" line extensions. Don made a motion for each community to have their PEG Grant expenditure proposals to Pat within 6 weeks. Karen seconded and it was approved. PEG Grant expenditure proposals due to Tyler and/or Francesca by May 2<sup>nd</sup>. Line extension proposals are due by the same date.

It was asked how a community could get a list or map of current TWC coverage in a community. It was stated that Shelly from TWC should be the one to call or email and cc the city manager and you should get a response.

Pat would also like to have a town by town description of what they have in the way of fiber or data and what you are looking for by the May 2<sup>nd</sup> due date. This should be found in current franchise agreements.

Francesca stated that she hasn't received all of the franchise agreements that need to be sent to her.

Gary makes a motion for PDCC members to allow Pat to review 394 FCC. Don seconded. Passed

In the meantime Pat offers to pursue TWC and offer to keep existing agreements.

A question was raised about Mount Desert. Pat suggested that he will contact TWC about current franchise agreements and if the answer comes back yes then Mount Desert needs to get a franchise agreement based on the model agreement, if the answer is no we are all in the same boat.

#### **Approve any outstanding bills/invoices/membership**

Gary made a motion to approve invoices for insurance (\$1,267) and professional services (\$1,138.88). Don seconded and it was approved.

### **III. Update status of invoices for Membership**

PDCC did not receive any information from TWC about this and therefore it could not be discussed.

**IX. Other**

Francesca notified PDCC that the EMDC accounting department will be taking over invoicing.

Francesca indicated that invoices for the combined negotiations will be sent out once a month to nonmember partners. PDCC nonmembers approved of this.

**X. Next Meeting**

Motion was made by Don for the next meeting to be June 27<sup>th</sup>. Jennika seconded.

The next meeting was scheduled for Wednesday, June 27 at 1:30 pm at EMDC.

The meeting was adjourned at 3:17 pm.

Minutes submitted by: Tyler Collins

# **VEAZIE SEWER DISTRICT**

34 HOBSON AVENUE

VEAZIE, MAINE 04401

207-942-1536

## **VEAZIE SEWER DISTRICT FEBRUARY 8, 2012 – MINUTES 6:30 P.M.**

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

- 1) Call Meeting to Order – Esther called the meeting to order at 6:34 p.m.
- 2) Consider Meeting Minutes of January 11, 2012 – Rob moved to accept the minutes of January 11, 2012 as written; Gary seconded. Vote 3-0, passes.
- 3) Review Agenda – There were no changes to the agenda.
- 4) Lien/Foreclosure Update – a) The conflict of interest issue caused by attorney Erik Stumpfel's move to the Rudman Winchell law firm was discussed. This law firm represented the Crowes, and Erik Stumpfel had worked on the Crowe case while he was at Eaton Peabody. For Rudman Winchell to continue to represent the Crowes, both the District and the Crowes would have had to waive conflict of interest. The District chose not to do that. b) Supt. Brooks informed the Trustees that Mr. Crowe paid the property taxes that were due on February 10. This prevents the Town from foreclosing on the properties this year. The next liens the Town has won't be up for foreclosure until next year. c) The legal action involving the Crowes was discussed, including their motions and the District's rebuttals. The next step is the eviction hearing currently scheduled for March 5.
- 5) Department of Labor Enforcement Inspection – Supt. Brooks described the role of the Department of Labor. The District was randomly selected for a safety inspection, and they showed up on January 20 unannounced, as is their normal practice. Supt. Brooks told the inspector that we had not had an inspection in the 23 years this plant has been operating. Supt. Brooks described the things the inspector asked about and documentation he wanted to see. We had a few citations and one penalty of \$550. This penalty was for the three structures we have that someone occasionally needs to climb up on to adjust the flow up or down. The issue is that if someone fell, the distance they would fall would be greater than 4 feet. This is an issue that was not discovered by our Maine Municipal Association insurance inspectors, the safety inspector through our voluntary SafetyWorks! Inspection, or the engineers that worked on the plant upgrade. To correct this we need to install railings, which we will do in house. Supt. Brooks described the materials needed and how the work will be completed. He then stated that we have the option of disputing the citations and fine, though we would have to go to Augusta to dispute the fine. Esther said that if we pay the fine, she wants them to receive a letter stating that we paid engineering firms thousands of dollars and that they did not catch this. Rob said he would rather dispute it. Esther added that it is not a lot of money, it is the principle. Rob said he is in favor of appealing the fine. After we have fixed everything, we could show them due diligence. Supt. Brooks said he will get the certified mail out to appeal.

- 6) Superintendent's Report – a) The facility is running well. b) The auger screen is back and was installed a couple of weeks ago. The costs were briefly discussed. c) Supt. Brooks updated the Trustees on the boundary issue. We will need a town vote before a change in legislation. d) Supt. Brooks informed the Trustees about the costs involved when Bangor Hydro replaced three insulators after our January 2nd power outage. In the near future, we will also need to replace the cracked lightning arrestor that Hydro disconnected. Because this is a private line, the District will be responsible for the costs and those costs were discussed. e) The Veazie Town Council held a workshop a couple of weeks ago. Each councilor received three votes to place on the issues most important to them. The District ended up with two votes — which placed it in the top three or four goals — because Councilor Jon Parker put two of his votes on it. Part of the issue with the District is its assessment, and it was mentioned that all assessments should be looked at, including the Orono-Veazie Water District. At this workshop, Councilor Parker stated that the District has no oversight. Supt. Brooks said that we are governed by our Board of Trustees, the DEP, the EPA, our charter, etc. He added that the Town of Veazie can change the Town's charter with a public hearing held during any regular council meeting, whereas the District has to go to Augusta and get changes made through legislation. Member of the public Brian Perkins brought up the workshop the District had with the Town last year, and how it was the consensus of the Town Council to raise the assessment to keep sewer rates lower. f) Supt. Brooks reminded the Trustees that the Town needs the assessment by April 1 so it needs to be discussed next month. The new stormwater assessment in Bangor was briefly discussed. Our upgrade and some of the tough decisions the District Trustees have had to make were discussed. Rob asked how much capacity we had left and how that translated into number of houses. Esther stated that Duke Energy could have contributed financially to the upgrade, but we were excluded by the Town. g) Rob asked Supt. Brooks if he has met the new town manager, and Supt. Brooks said he met him on his second day on the job to discuss the Crowe issue. He added that Mr. Hayes will be coming to the District for a tour.
- 7) Other Business – a) Supt. Brooks requested an IRA change to the personnel policy. He described the definition of regular and part time employees. Esther moved to add "and regular part time" to number 24 of page 11 of the personnel policy; Gary seconded. Vote 3-0, passes. b) Tammy provided the answers to the audit questions Rob had at the last meeting. c) Esther stated that with all that's going on, she wants an employment contract for Supt. Brooks. The proposed contract was distributed. Rob asked if it has been reviewed by Tom Brown, and Esther said she felt the District did not need to pay a lawyer to look at it. Gary added that it looked like a standard employment contract. Rob said he would like Tom to review it. Esther told Supt. Brooks to provide the contract to Tom tomorrow.
- 8) Adjournment – Rob moved to adjourn, Gary seconded. Vote 3-0, passes at 7:46.

NEXT MEETING: MARCH 14, 2012 AT 6:30 PM

Minutes approved March 14, 2012, by a vote of 3-0.

Gary Brown, Secretary. 3/14/12



# Town of Veazie Fire/Rescue Department

## MEMORANDUM

**To:** Chief Martin

**From:** Capt Metcalf

**Date:** April 2, 2012

**Re:** March Monthly Report



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### Incidents

100 - Fire, other	1	3.33%
<b>Total - Fires</b>	<b>1</b>	<b>3.33%</b>
321 - EMS call, excluding vehicle accident with injury	15	50.00%
<b>Total - Rescue &amp; Emergency Medical Service Incidents</b>	<b>15</b>	<b>50.00%</b>
443 - Light ballast breakdown	1	3.33%
<b>Total - Hazardous Conditions (No fire)</b>	<b>1</b>	<b>3.33%</b>
500 - Service Call, other	1	3.33%
5001 - Burn Permit	5	16.67%
521 - Water evacuation	1	3.33%
571 - Cover assignment, standby, moveup	2	6.67%
<b>Total - Service Call</b>	<b>9</b>	<b>30.00%</b>
611 - Dispatched & cancelled en route	1	3.33%
651 - Smoke scare, odor of smoke	1	3.33%
<b>Total - Good Intent Call</b>	<b>2</b>	<b>6.67%</b>
743 - Smoke detector activation, no fire - unintentional	2	6.67%
<b>Total - False Alarm &amp; False Call</b>	<b>2</b>	<b>6.67%</b>
<b>Total for Station</b>	<b>30</b>	<b>100.00%</b>

### Incidents by Day of Week

Day of the Week	Number of Incidents
Sunday	2
Monday	5
Tuesday	4
Wednesday	3
Thursday	3
Friday	6
Saturday	7

# Town of Veazie Fire/Rescue Department

## Incidents by Time of Day

Time of Day	Number of Incidents
01:00:00 to 01:59:59	1
07:00:00 to 07:59:59	1
08:00:00 to 08:59:59	2
09:00:00 to 09:59:59	6
10:00:00 to 10:59:59	4
11:00:00 to 11:59:59	2
12:00:00 to 12:59:59	1
13:00:00 to 13:59:59	1
14:00:00 to 14:59:59	2
15:00:00 to 15:59:59	2
17:00:00 to 17:59:59	2
18:00:00 to 18:59:59	4
22:00:00 to 22:59:59	1
23:00:00 to 23:59:59	1

## Average Response Time by Time of Day\*

Time	Count	Count in Average	Average Response Time HHMMSS
07:00:00 to 07:59:59	1	0	
08:00:00 to 08:59:59	2	1	00:05:00
09:00:00 to 09:59:59	6	2	00:10:00
10:00:00 to 10:59:59	4	3	00:05:32
11:00:00 to 11:59:59	2	1	00:05:52
12:00:00 to 12:59:59	1	1	00:04:50
13:00:00 to 13:59:59	1	0	
14:00:00 to 14:59:59	2	2	00:07:11
15:00:00 to 15:59:59	2	2	00:06:02
17:00:00 to 17:59:59	2	2	00:05:05
18:00:00 to 18:59:59	4	4	00:11:57
22:00:00 to 22:59:59	1	1	00:20:54
23:00:00 to 23:59:59	1	1	00:10:51
<b>Totals:</b>	<b>30</b>	<b>21</b>	

\* **Note:** The incident count used in averages does not include the following:

Not completed incidents, Mutual Aid given, Other Aid Given, Cancelled in Route, Not priority, Fill-In Standby, No arrival and Invalid Dates/Times.

# Town of Veazie Fire/Rescue Department

## **Weekly Training**

Incident Command Tabletop Scenarios 3/8/2012 6:00:00PM  
Confined Space Rescue Review 3/15/2012 6:00:00PM  
Wildland Fire/Forestry Review 3/22/2012 6:00:00PM  
Confined Space Rescue Scenarios 3/29/2012 6:00:00PM

## **Additional Individual Training**

Ground Ladder Review – Firefighter Orientation  
Hose Loads and Rolls – Firefighter Orientation  
Confined Space Rescue –Make-Up  
EMS – Blood Draw for Stroke Patients  
Department Orientation - 2/26/2012 3:00:00PM

In addition, many members continued working on their annual required online training through Maine Municipal Associations First Net Learning.

## **Other Activities-not inclusive**

Monthly ladder inspections  
Monthly municipal building fire extinguisher checks  
Assisted with Skills USA at UTC  
*Pre-Apprentice Firefighter Cheyenne Patin placed 3<sup>rd</sup>*  
Senior Safety Presentation at 3 Flagg Street  
Fire/Life Safety Education at the school for PreK-4th grade



Pre-Apprentice Firefighter Cheyenne Patin placed 3<sup>rd</sup> and received a bronze medal for the Skills USA competition at UTC. FF Patin is the first Pre-Apprentice to medal in the Public Safety Program for firefighting at UTC.

[illegible]

[illegible]

[illegible]

[illegible]



[illegible]

[illegible]

A		B	C	D	E	F	G	H	I	J
Veazie Fire Department Payroll										
1	Month of March									
2	2012									
3										
4										
5	1900 Gerry G. Martin	Chief								
6										
7	1902 Capt. Pete Metcalf	Capt/FFII/EMT-I	\$22.21	11.25						3/8/2012
8	1903 Lt. David Hjorth	Lt/FFI	\$13.49	0						2.25
9	1904 Lt. Nick Sirois	FFII/EMT-I	\$17.48	29.5						duty
10	1905 Lt. Ken Roy	FFI/EMT-I	\$16.44	26.5						duty
11	1906 Lt. Scott Kigas	Lt/FFII	\$14.16	4	2					
12	1907 Scott Ireland	FFII	\$13.49	44.5	19				1	
13	1908 Tyler Morrison	FFII/EMT	\$14.16	15.75						2.25
14	1909 John Manter	FFII	\$13.49	14.5						2
15	1910			4.75						2.25
16	1911 Barrett McMullan	FF	\$9.30	19.25						2.25
17	1912 Tony Levesque	FF	\$9.30	0					0.75	
18	1913 Cheyenne Patin	PreApp FF	\$9.30	2						duty
19	1914 Ryan McGowan	Prob FF	\$9.30	11.25						2.25
20	1915 Alec Johnston	FFI	\$9.30	9						
21	1916 Matthew Vinal	FFII	\$9.30	28.75	6			3.5		2.25
22	1917 William Lovejoy	FFI	\$10.11	32.75	6			3.5		2.25
23	1918 Jacob Cyr	FF	\$8.99	11.25						2.25
24	1919 Andrew Rios	FF	\$9.30	3					1	
25	1920			0						
26	1921			0						
27	1922 Luke Avery	Prob FF	\$9.30	6						
28	1923 Dennis McRae	FFII/EMT	\$14.16	46.25						2.25
29	1924 Robert Gallant	FFII/EMT-P	\$17.38	16.25			10.5	7		2.25
30	1925			0						
31										
32	Totals:			342.75	33	0	28	26.5	2.75	24.5
33				Total Training Hours		141.5				
34				Total WorkDetail Hours		33				
35				Total WorkTrain Hours		0				
36				Total WorkVacation Hours		28				
37				Total WorkSick Hours		26.5				
38				Total Individual Train Hours		2.75				
39				Total Call Hours		111				
40				TOTAL HOURS		342.75				
41				TOTAL \$		\$4,545.44				
42										

Duty = working/on payroll



	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH	AI
1												
2												
3	Fire	Fire	Fire	Fire	Fire	Fire	Fire	Fire	Fire	Fire	EMS	EMS
4	2012	2012	2012	2012	2012	2012	2012	2012	2012	2012	2012053	2012057
5												
6												
7												
8											duty	duty
9											2	
10												2
11												
12												
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28											2	
29												
30												
31												
32	0	0	0	0	0	0					4	2
33												
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36												
37												
38												
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40												
41												
42												

\$26.98	\$32.88
\$28.32	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
\$55.30	\$32.88

[illegible]

[illegible]

