

# Agenda Items

## For October 22, 2012

- Items 7.** The Council needs to appoint election clerks for the upcoming election
- Item 8.** I have enclosed the Credit Enhancement Agreement. There were a number of changes that took place in the end the agreement is very close to the original one. Jon Pottle, Jon Holden, Ben Birch and myself have looked the CRA over and it covers everything that has been discussed.
- Item 9.** This is recognition of the Bangor Human Society for the help they have provided the Town over the years.
- Item 10.** Due to the November 6<sup>th</sup> election the council chamber will not be available so your next meeting will be at the Veazie Community School Library
- Item 11** Tax Assessor Ben Birch has provided an update for your review.
- Item 12** Questions have come up regarding the use of the AVS skid steer. Barney has already picked up all the equipment and paid the Town. If the council wants town to plow the side walks and clear a path from the school to Flagg Street as well as remove snow from in front of the windows at the school we will. Barney will either bring that piece of equipment back or we can lease the equipment for the season and the town will do the work that traditionally is done with equipment.

# Managers Report For October 22, 2012

You will be approving the credit enhancement agreement for Dynergy at your meeting. The agreement as you see it is pretty close to the original Credit Enhancement Agreement. I have enclosed a copy in your packet for you to review prior to the meeting.

In your packet is a copy of the certificate of insurance for RJD Appraisal.

Last year we had 39 people go to the Bangor Household Hazardous Waste Day. This year only 24 people took out permits. The reduction is a result the universal waste collection. The next collection for universal waste will be Saturday October 27, 2012 from 9 AM to 11:30 AM.

The work at the Community Center is progressing nicely. The new furnace has been installed last week and is now running. The windows were installed about 2 weeks ago. The insulation is currently under way and the roof will be replaced very shortly. I am in the process of submitting all the work to Efficiency Maine in addition to making sure everyone submits the Davis-Bacon material. The Deadline is October 31.

I met with Glen Kennedy regarding the rent at the Community Center. He would like to do a 3 year lease rather than the month to month agreement that we currently have in place. He is agreeable to an increase in the monthly rent from \$325 to \$400 in December and then increase to \$450 in January and then to \$500 in March. We would also split the cost of the electric bill. Please let me know what you think on this.

Over the last few weeks we have had problems with the phones. One problem was tied to the alarm system. The latest problem was a complete failure of the phone system 3 times this past week. I had Bricknet come in and the problem was with a battery backup that had failed. Once that was replaced, the system has worked fine.

As you know Veazie applied in partnership with Old Town, Penobscot Indian Nation, and Holden for a Healthy Home Grant. Committee members of three of the four communities met last week and went over the applications. The committee decided to assist 3 households in each community that we received applications from. No applications were submitted from Holden for assistance. There will be a second round after the first of the year.

The road paving of Main Street resumed this Friday. SW Cole helped to over see the project and B & B Paving has agreed to warranty the work for five years and they will be a 3% penalty on the binder portion of the job.

The auditors were in this past week and are wrapping up the audit for FY 2011-2012.

ITEM # 8

**MOTION REGARDING THE EXISTING 1998 AMENDED  
AND RESTATED CREDIT ENHANCEMENT  
AGREEMENT BETWEEN THE TOWN OF VEAZIE AND  
CASCO BAY ENERGY COMPANY, LLC**

"I move that the Veazie Town Council, on behalf of the Town of Veazie, vote to adopt the Resolution entitled "Authorizing Amendments to the 1998 Amended and Restated Credit Enhancement Agreement between the Town of Veazie and Casco Bay Energy Company, LLC" dated October 22, 2012."

# **VEAZIE TOWN COUNCIL RESOLUTION**

**OCTOBER 22, 2012**

## **Authorizing Amendments to the 1998 Amended and Restated Credit Enhancement Agreement between the Town of Veazie and Casco Bay Energy Company, LLC**

**RESOLVED**, by the Town Council of the Town of Veazie, Maine, that:

**WHEREAS**, the Town is authorized pursuant to Chapter 207 of Title 30-A of the Maine Revised Statutes, as amended, to designate a specified area within the Town as a Municipal Development and Tax Increment Financing District (the "District") and to adopt a Development Program for such District; and

**WHEREAS**, the Town designated the Casco Bay Energy Company, LLC Municipal Development and Tax Increment Financing District (the "District") and adopted a development program for the District at a Town Council meeting held March 16, 1998 (the "Development Program"); and

**WHEREAS**, the Town amended said Casco Bay Energy Company, LLC Municipal Development and Tax Increment Financing District and Development Program as of October 26, 1998; and

**WHEREAS**, the above referenced Development Program, as amended, has been approved by the Maine Department of Economic and Community Development; and

**WHEREAS**, the Town and Casco Bay Energy Company LLC (the "Company") entered into an associated Credit Enhancement Agreement ("CEA") as contemplated under the Development District and Program, as amended; and

**WHEREAS**, on October 1, 2012, the Town voted to amend the Casco Bay Energy Company, LLC Municipal Development and Tax Increment Financing District and adopt an amended Development Program for such District; and

**WHEREAS**, the Second Amendment to the District and the Development Program is under review and is expected to be approved by the Maine Department of Economic and Community Development, and;

**WHEREAS**, the Town and the Company desire to amend the existing Credit Enhancement Agreement in accordance with the amended District and Development Program.

**NOW, THEREFORE, BE IT HEREBY VOTED AND ORDERED BY  
THE TOWN COUNCIL, TOWN OF VEAZIE:**

The Town Manager is authorized and directed to execute an amended Credit Enhancement Agreement contemplated by the Development Program, such agreement to be in such form and to contain such terms and provisions not inconsistent with the amended Development Program.

Dated this 22nd day of October, 2012, in Veazie, Maine.

**VEAZIE TOWN COUNCIL**

\_\_\_\_\_  
Tammy Olson

\_\_\_\_\_  
Chris Bagley

\_\_\_\_\_  
Jonathan Parker

\_\_\_\_\_  
Joseph Friedman

\_\_\_\_\_  
Brian Perkins

#####

*This is a true and attested copy of a resolve adopted by vote of the Town Council of Veazie, Maine at a regular meeting held on October 22, 2012 at 6:30 p.m.*

*A true copy, attest:*

\_\_\_\_\_  
*Town Clerk  
Veazie, Maine*

**AMENDED AND RESTATED  
CREDIT ENHANCEMENT AGREEMENT  
between  
TOWN OF VEAZIE, MAINE  
and  
CASCO BAY ENERGY COMPANY, LLC**

**DATED: October 22, 2012**

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**THIS AMENDED AND RESTATED CREDIT ENHANCEMENT AGREEMENT**  
dated as of October 22, 2012, between the Town of Veazie, Maine (the "Town"), a municipal body corporate and politic and a political subdivision of the State of Maine, and Casco Bay Energy Company, LLC (the "Developer"), a Delaware company registered to do business under the laws of the State of Maine.

**WITNESSETH THAT**

**WHEREAS**, on March 16, 1998, the Town Council of the Town designated the Casco Bay Energy Municipal Development and Tax Increment Financing District (the "Original District") and together with all subsequent amendments thereto, the "District") pursuant to the Act and adopted a development program and financial plan for the Original District entitled "Casco Bay Energy Co., L.L.C. Municipal Development and Tax Increment Financing District Development Program" (the "Original Development Program"); and

**WHEREAS**, the Maine Department of Economic and Community Development (the "Department") reviewed and accepted the Original District and the Original Development Program effective March 27, 1998; and

**WHEREAS**, in connection with the Original Development Program, the Town and the Developer executed and delivered a credit enhancement agreement (the "Original Credit Enhancement Agreement") dated as of March 31, 1998; and

**WHEREAS**, on October 26, 1998, at a Town Council meeting duly called and held, the Town amended the Original District and the Original Development Program (said amended district and amended development program referred to herein simply as the "1998 Amended District" and the "1998 Amended Development Program", respectively) which amendments, *inter alia*, removed approximately 3.5 acres of land from the Original District, provided for a future reduction of the District of up to 10 acres six months after the start of commercial operation of the Project (as described in the Original Development Program), expanded the scope of the Developer's undertaking to include an access road project, and revised the allocation of the TIF revenues between the Town and the Developer to reflect additional costs incurred by the Developer; and

**WHEREAS**, the Town and the Developer entered into an amended and restated credit enhancement agreement (the "1998 Amended Credit Enhancement Agreement") dated as of October 26, 1998; and

**WHEREAS**, the Town desires to amend the 1998 Amended Development Program for the District (as amended, the "Development Program") in order to extend the term of the District, allow for TIF revenues to fund particular municipal economic development projects and, in addition, to amend the 1998 Amended Credit Enhancement Agreement; and

**WHEREAS**, the Town Council voted to amend the Development Program on October \_\_, 2012 (the "Vote"); and

**WHEREAS**, the Town anticipates the approval of the District and the Development Program by the Department; and

**WHEREAS**, at the Vote, the Town Council also approved a further amended and restated credit enhancement agreement with the Developer, contemplated by the Development Program in the name of and on behalf of the Town; and

**WHEREAS**, the Town and the Developer desire and intend that this amended and restated credit enhancement agreement (the "Amended and Restated Credit Enhancement Agreement" or this "Agreement") be and constitute the credit enhancement agreement contemplated by and described in the Development Program;

**NOW, THEREFORE**, in consideration of the foregoing and in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

## **ARTICLE I DEFINITIONS**

### **Section 1.1. Definitions.**

The terms defined in this Article I shall, for all purposes of this Agreement, have the meanings herein specified, unless the context clearly requires otherwise:

"1998 Amended Credit Enhancement Agreement" shall have the meaning given such term in the recitals hereto.

"1998 Amended Development Program" shall have the meaning given such term in the recitals hereto.

"1998 Amended District" shall have the meaning given such term in the recitals hereto.

"Act" means chapter 206 of Title 30-A of the Maine Revised Statutes and regulations adopted thereunder, as amended from time to time.

"Additional Income-Generating Improvements" shall mean any new construction, reconstruction, renovation, or re-powering that has both of the following attributes: (1) such improvement has an assessed value of at least \$35,000,000, and (2) such improvement increases the nominal capacity of the Project according to the Maine Department of Environmental Protection permits and licenses for the Project to an amount over and above 520 megawatts. By way of example, the definition of Additional Income-Generating Improvements shall NOT include the potential so-called Black Start Generator project as defined by ISO New England, contemplated at an anticipated investment of \$15 million.

"Agreement" shall have the meaning given such term in the recitals hereto.

"Amended and Restated Credit Enhancement Agreement" shall have the meaning given such term in the recitals hereto.

"Captured Assessed Value" means the amount, stated as a percentage, of the Increased Assessed Value that is retained in the District with respect to each Tax Year during the term of the District, as specified in Section 2.4 hereof.

"Commissioner" means the Commissioner of the Department.

"Current Assessed Value" means the then current assessed value of the District as determined by the Town's Assessor as of April 1 of each Tax Year during the term of this Agreement.

"Department" shall have the meaning given such term in the recitals hereto.

"Developer" shall have the meaning given such term in the first paragraph hereto.

"Development Program" shall have the meaning given such term in the recitals hereto.

"Developer Cost Subaccount" means that portion of the Project Cost Account of the Development Program Fund set aside for the Developer as described in the Financial Plan section of the Development Program and established and maintained pursuant to Article II hereof.

"Development Program Fund" means the Casco Bay Energy Company Municipal Development and Tax Increment Financing District Development Program Fund described in the Financial Plan section of the Development Program and established and maintained pursuant to Article II hereof and 30-A M.R.S.A. § 5227(3)(A). The Development Program Fund shall consist of a Sinking Fund Account (as necessary) and a Project Cost Account with two subaccounts: the Town Cost Subaccount and the Developer Cost Subaccount.

"Developer Tax Increment Revenues" means that portion of all real and personal property taxes assessed and paid to the Town in any Tax Year, in excess of any state, county or special district tax, upon the Captured Assessed Value and allocated for deposit into the Developer Cost Subaccount pursuant to Article II hereof.

"District" shall have the meaning given such term in the recitals hereto.

"Effective Date" means the date of approval of the District and the Development Program by the Commissioner pursuant to the Act.

"Event of Default" shall have the meaning given such term in Section 5.1 hereto.

"Financial Plan" means the financial plan described in the "Financial Plan" section of the Development Program.

"Increased Assessed Value" means, for each Tax Year during the term of this Agreement, the amount by which the Current Assessed Value for such year exceeds the Original Assessed Value. If the Current Assessed Value is less than or equal to the Original Assessed Value in any given Tax Year, there is no Increased Assessed Value in that year.

"Original Assessed Value" means \$3,210,000, the taxable assessed value of the District as of March 31, 1997.

"Original Credit Enhancement Agreement" shall have the meaning given such term in the recitals hereto.

"Original Development Program" shall have the meaning given such term in the recitals hereto.

"Original District" shall have the meaning given such term in the recitals hereto.

"Project" means an approximately 520 MW nominal capacity combined cycle natural gas-fired electric generator facility and other improvements within the District, all as more specifically described in the Development Program, and such other improvements that may be approved from time to time by the Developer.

"Project Costs" means the costs incurred by the Developer or the Town within the meaning set forth in 30-A M.R.S.A. Section 5225, as amended.

"Project Cost Account" means the project cost account described in the Financial Plan section of the Development Program and established and maintained pursuant to Title 30-A M.R.S.A. § 5227(3)(A)(1) and Article II hereof.

"Property Tax" means any and all *ad valorem* property taxes levied, charged or assessed against real and personal property located in the District by the Town, or on its behalf.

"Qualified Investments" shall mean any and all securities, obligations or accounts in which municipalities may invest their funds under applicable Maine law, and which are the same type of investments in which the Town invests its own funds.

"Sinking Fund Account" means the development sinking fund account described in the Financial Plan section of the Development Program and established and maintained pursuant to Title 30-A M.R.S.A. § 5227(3)(A)(2) and Article II hereof.

"State" means the State of Maine.

"Target Total Net Tax Payment" shall have the meaning given such term in Section 2.4(b) hereto.

"Tax Payment Date" means the later of the date(s) on which property taxes levied by the Town are due and payable from owners of property located within the Town, or are actually paid by or on behalf of the Developer to the Town.

"Tax Year" shall have the meaning given such term in 30-A M.R.S.A. § 5222(18), as amended, to wit: April 1 to March 31.

"TIF Revenues" shall have the meaning given such term in Section 2.4(a) hereto.

"Total Net Tax Payment" shall mean the total of (1) Property Tax paid on the Original Assessed Value, (2) Property Tax paid on uncaptured Increased Assessed Value, (3) Property Tax paid on other assets owned by the Developer outside of the District in the Town, ~~excluding property tax paid on any real or personal property located on land that is hereafter acquired by the Developer outside the District,~~ and (4) Property Tax paid on Captured Assessed Value and retained by the Town for Town Improvements.

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"Town" shall have the meaning given such term in the first paragraph hereto.

"Town Cost Subaccount" means that portion of the Project Cost Account of the Development Program Fund for the District as defined in the Financial Plan Section of the Development Program and established and maintained according to Article II hereof.

"Town Improvements" means the improvements described in Part I.F Table 2 of the Development Program, as such may be approved by the Town from time to time.

"Town Tax Increment Revenues" means that portion of all real and personal property taxes assessed and paid to the Town with respect to any Tax Year, in excess of any state, county or special district tax, upon the Captured Assessed Value that is not reimbursed to the Developer pursuant to this Agreement.

"Vote" shall have the meaning given such term in the recitals hereto.

#### **Section 1.2. Interpretation and Construction.**

In this Agreement, unless the context otherwise requires:

- (a) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this Agreement, refer to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before, the date of delivery of this Agreement.
- (b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.
- (c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public or governmental bodies, as well as any natural persons.
- (d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction, or effect.
- (e) All approvals, consents, and acceptances required to be given or made by any signatory hereto shall not be withheld unreasonably.

- (f) All notices to be given hereunder shall be given in writing and, unless a certain number of days is specified, within a reasonable time.
- (g) If any clause, provision or Section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or Section shall not affect any of the remaining provisions hereof.

## **ARTICLE II**

### **DEVELOPMENT PROGRAM FUND AND FUNDING REQUIREMENTS**

#### **Section 2.1. Creation of Development Program Fund.**

The Town hereby confirms the creation and establishment of a segregated fund in the name of the Town designated as the "Casco Bay Energy Company Municipal Development and Tax Increment Financing District Development Program Fund" pursuant to, and in accordance with the terms and conditions of, the Development Program, which Development Program Fund shall consist of a Project Cost Account (in turn consisting of the Developer Cost Subaccount and the Town Cost Subaccount) and in the event the Town issues any notes or bonds, the proceeds of which are used to finance a portion of the costs of the Town Improvements, a sinking fund account.

#### **Section 2.2. Liens.**

The Town shall not create any liens, encumbrances or other interests of any nature whatsoever, nor shall it hypothecate the Developer Cost Subaccount described in Section 2.1 hereof or any funds therein, other than the interest in favor of the Developer hereunder in and to the amounts on deposit; provided, however, that nothing herein shall prohibit the creation of property tax liens on property in the District in accordance with and entitled to priority pursuant to Maine law.

#### **Section 2.3. Timing for Deposits into Developer Cost Subaccount.**

The Town shall deposit the Developer Tax Increment Revenues into the Developer Cost Subaccount within twenty (20) days of each Tax Payment Date, or, if not a business day, on the next succeeding business day. Any and all revenues resulting from investment of monies on deposit in the Developer Cost Subaccount shall be retained therein and shall be reinvested and otherwise applied to the purpose for which the Developer Cost Subaccount is dedicated.

#### **Section 2.4. Captured Assessed Value; Deposits into Development Program Fund.**

- (a) In each of the remaining years of the District, the Town shall capture up to 100% of the Increased Assessed Value in the TIF District as Captured Assessed Value.

As a starting point, the Town anticipates that it will actually capture 45% of the Increased Assessed Value as Captured Assessed Value from 2012-2013 through 2028-2029, subject

to the qualifications described in this Section 2.4. The taxes paid on the Captured Assessed Value (the "TIF Revenues") shall be deposited into the Project Cost Account. As a starting point, the Town anticipates that it will actually then deposit into the Developer Cost Subaccount 93% of the TIF Revenues from 2012-2013 through 2028-2029, subject to qualification in this Section 2.4.

- (b) Notwithstanding the anticipated deposit into the Developer Cost Subaccount of 93% of the TIF revenues, if the Total Net Tax Payment by the Developer is in excess of \$1,800,000 (the "Target Total Net Tax Payment") with respect to any given Tax Year, then the percentage of TIF Revenues that shall be deposited into the Developer Cost Subaccount will be increased from 93% to an amount that will result in a Total Net Tax Payment of \$1,800,000.

Notwithstanding the anticipated Captured Assessed Value percentage stated above of 45%, the Town will increase the Captured Assessed Value percentage if necessary in any given Tax Year in order to achieve the Target Total Net Tax Payment by the Developer. An increase in the Captured Assessed Value percentage would only occur in this case if deposits into the Developer Cost Subaccount and payments made therefrom pursuant to this Section 2.4 would otherwise result in a Total Net Tax Payment of greater than \$1,800,000.

The Town intends to create enough TIF Revenues in order to achieve both the Target Total Net Tax Payment by the Developer and an annual \$100,000 deposit into the Town Cost Subaccount, or such other value determined by the Town and in accordance with the Development Program, in order to support the Town Improvements. If the Town needs to increase the Captured Assessed Value percentage from the anticipated 45% in any given Tax Year in order to achieve the \$100,000 annual deposit or such other deposit as determined by the Town and in accordance with the Development Program into the Town Cost Subaccount, it shall have the ability to do so as long as the Total Net Tax Payment by the Developer for the same Tax Year is not greater than the Target Total Net Tax Payment. TIF Revenues allocated to the Town will be deposited into the Sinking Fund Account, to the extent and in such amounts necessary to finance the costs of Town Improvements with municipal indebtedness, and otherwise to the Town Cost Subaccount for use by the Town to fund Town Improvements.

- (c) Section 2.4(a) and 2.4(b) above shall not apply to any assessed property value associated with Additional Income-Generating Improvements added during the remaining term of the District, or to any assessed property value located on land that is hereafter acquired by the Developer outside the District. Specifically, the portion of Increased Assessed Value associated with Additional Income-Generating Improvements shall be subject to a 50% Captured Assessed Value percentage. 80% of the TIF Revenues from such Captured Assessed Value shall be deposited into the Developer Cost Subaccount and 20% of the TIF Revenues from such Captured Assessed Value shall be deposited into the Sinking Fund Account or the Town Cost Subaccount, depending on the needs of the Town.

**Deleted:** , or to any assessed property value on real property or assets thereon which is hereafter acquired by the Developer outside the District.



**Section 2.5 Monies Held In Trust.**

All monies actually deposited into the Developer Cost Subaccount under the provisions hereof and the provisions of the Development Program, and all investment earnings thereon shall be held by the Town, in trust, for the benefit of the Developer in accordance with the terms and conditions of this Agreement.

**Section 2.6. Use of Monies in Development Program Fund.**

All monies in the Development Program Fund that are allocable to and/or deposited in the Developer Cost Subaccount shall in all cases be used and applied to fund fully the Town's payment obligations to the Developer described in Articles II and III hereof.

**Section 2.7. Investments.**

Monies in the Developer Cost Subaccount may be invested and reinvested in Qualified Investments as determined by the Town. The Town shall have discretion regarding the investment of such monies, provided such monies are invested in Qualified Investments. As and when any amounts so invested are needed for disbursements, the Town shall cause a sufficient amount of such investments to be sold or otherwise converted into cash to the credit of such account. The Town shall have the sole and exclusive right to designate the investments to be sold and to direct the sale or conversion to cash of investments made with monies in the Developer Cost Subaccount in compliance with the payment obligations of the Town contained in this Agreement. The Town shall not be liable on account of its investment decisions as long as such decisions are made in accordance with this section and in good faith.

**Section 2.8 Allocation of Partial Tax Payments.**

The Developer shall pay when due all taxes assessed by the Town on taxable property owned by the Developer within the District unless contested by the Developer by appropriate proceedings pursuant to the Maine law. If, with respect to any Tax Payment Date, the Developer, for any reason, fails to pay any portion of the Property Taxes assessed by the Town, the property taxes actually paid by the Developer with respect to the Property on such Tax Payment Date shall, first, be applied to taxes due from the Developer on account of Original Assessed Value and, second, shall be allocated proportionally between the Developer Tax Increment Revenues and the Town Tax Increment Revenues.

If any property taxes due to the Town on Developer's property located outside the District remain unpaid for any reasons, the Town may withhold from any payment of Developer Tax Increment Revenues due to the Developer under this Agreement in an amount equal to the amount of unpaid property taxes.

## **ARTICLE III PAYMENT OBLIGATIONS**

### **Section 3.1. Developer Payments.**

Within twenty (20) days of each Tax Payment Date, or, if not a business day, on the next succeeding business day, the Town shall pay to the Developer all amounts then on deposit in the Developer Cost Subaccount, provided, however, that all payments made hereunder shall only be used to pay directly or to reimburse the Developer for payment of Project Costs.

### **Section 3.2. Failure to Make Payment.**

In the event the Town should fail to, or be unable to, make any of the payments at the time and in the amount required under the foregoing provisions of this Article III including in the event that the amount deposited into the Developer Cost Subaccount is insufficient to reimburse the Developer for the full amount due to the Developer under this Agreement, the amount or installment so unpaid shall continue as a limited obligation of the Town, under the terms and conditions hereinafter set forth, until the amount unpaid shall have been fully paid. The Developer shall have the right to initiate and maintain an action to specifically enforce the Town's obligations hereunder, including without limitation, the Town's obligation to deposit TIF Revenues to the Developer Cost Subaccount and its obligation to make payment out of the Developer Cost Subaccount to the Developer.

### **Section 3.3. Manner of Payments.**

The payments provided for in this Article III shall be paid directly to the Developer at the address specified in Section 8.7 hereof in the manner provided hereinabove for the Developer's own use and benefit.

### **Section 3.4. Obligations Unconditional.**

Except as otherwise provided in this Agreement or as required by applicable law, the obligations of the Town to make the payments described in this Agreement in accordance with the terms hereof shall be absolute and unconditional irrespective of any defense or any rights of setoff, recoupment or counterclaim it might otherwise have against the Developer. In the event that the Developer is in material breach of any term of this Agreement, the Town may, in its reasonable discretion, suspend, discontinue or withhold any payment of Developer Tax Increment Revenues in payment of any outstanding obligations of the Developer, or any persons, partnerships, corporations, or other business entities controlling, controlled by or under common control with the Developer, to the Town, of any nature whatsoever. Except as otherwise set forth in the immediately preceding sentence or as otherwise expressly provided in this Agreement, the Town shall not suspend, discontinue or withhold any payment or terminate this Agreement.

### **Section 3.5. Limited Obligation.**

The Town's obligation of payment hereunder shall be limited obligations of the Town payable solely from TIF Revenues and any earnings thereon, pledged therefor under this Agreement. The Town's obligations hereunder shall not constitute a general debt or a general obligation on the part of the Town or a general obligation or charge against or pledge of the faith and credit or taxing power of the Town, the State of Maine, or of any municipality or political subdivision thereof, but shall be payable solely from the TIF Revenues received by the Town, and any earnings thereon. This Agreement shall not directly or indirectly or contingently obligate the Town, the State of Maine, or any other municipality or political subdivision to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment, excepting the Town's obligation to assess property taxes upon the Project and the pledge of the TIF Revenues, and earnings thereon, established under this Agreement.

## **ARTICLE IV PLEDGE**

### **Section 4.1. Pledge of Developer Cost Subaccount.**

In consideration of this Agreement and other valuable consideration and for the purpose of securing payment of the amounts provided for hereunder to the Developer by the Town, according to the terms and conditions contained herein, and in order to secure the performance and observance of all of the Town's covenants and agreements contained herein, the Town does hereby pledge to the Developer the Developer Cost Subaccount and all sums of money and other securities and investments therein.

### **Section 4.2. Perfection of Interest.**

The Town shall cooperate with the Developer in causing appropriate financing statements and continuation statements naming the Developer as pledgee of all amounts from time to time on deposit in the Developer Cost Subaccount to be duly filed and recorded in the appropriate state offices as required by and permitted under the provisions of the Maine Uniform Commercial Code or other similar law as adopted in the State of Maine and any other applicable jurisdiction, as from time to time amended, in order to perfect and maintain the security interests created hereunder.

### **Section 4.3. Further Instruments.**

The Town shall, upon the reasonable request of the Developer, from time to time execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the provisions of this Agreement; provided, however, that no such instruments or actions shall pledge the credit of the Town, materially disadvantage the Town, or materially change this Agreement.

### **Section 4.4. Access to Books and Records.**

All books, records, and documents in the possession of the Town relating to the District, the Development Program, the Agreement, and the monies, revenues, and receipts on deposit or

required to be deposited into the Developer Cost Subaccount shall at all reasonable times be open to inspection by the Developer, its agents, and employees.

## **ARTICLE V DEFAULTS AND REMEDIES**

### **Section 5.1. Events of Default.**

Each of the following events shall constitute and be referred to in this Agreement as an "Event of Default":

- (a) Any failure by the Town to pay any amounts due to Developer when the same shall become due and payable;
- (b) Any failure by the Town to make deposits into the Developer Cost Subaccount as and when due;
- (c) Any failure by the Town or the Developer to observe and perform in all material respects any covenant, condition, agreement or provision contained herein on the part of the Town or Developer to be observed or performed, which failure is not cured within thirty (30) days following written notice thereof; and
- (d) If a decree or order of a court or agency or supervisory authority having jurisdiction in the premises of the appointment of a conservator or receiver or liquidator of, any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings, or for the winding up or liquidation of the Town's affairs shall have been entered against the Town or the Town shall have consented to the appointment of a conservator or receiver or liquidator in any such proceedings of or relating to the Town or of or relating to all or substantially all of its property, including without limitation the filing of a voluntary petition in bankruptcy by the Town or the failure by the Town to have an involuntary petition in bankruptcy dismissed within a period of ninety (90) consecutive days following its filing or in the event an order for release has been entered under the Bankruptcy Code with respect to the Town.
- (e) Any failure by the Developer to observe and perform its obligations under Section 5.4 and 5.6 hereof, which failure has not been cured within thirty (30) days following written notice thereof from the Town; provided, however, that if the validity of the District or the Development Program or any part thereof is challenged, the Developer shall not be in default under Section 5.6 hereof so long as the Developer is contesting such challenge in good faith by appropriate proceedings or other appropriate actions diligently initiated and conducted.

### **Section 5.2. Remedies on Default.**

Whenever an Event of Default described in Section 5.1 hereof shall have occurred and be continuing, the nondefaulting party may take any one or more of the following remedial steps following any applicable cure period:

- (a) The nondefaulting part may take whatever action at law or equity as may appear necessary or desirable to collect the amount then due and thereafter to become due, to

specifically enforce the performance or observance of any obligations, agreement, or covenants of the nondefaulting party under this Agreement and any documents, instruments, and agreements contemplated hereby or to enforce any rights or remedies available hereunder; and

- (b) The Developer shall also have the right to exercise any rights or remedies available to a secured party under the laws of the State of Maine; and
- (c) In the event that notice of an Event of Default shall be delivered to the Developer by the Town, a lender to the Developer shall have the right (but not the obligation) for a period of sixty (60) days (commencing immediately after the date of receipt of such notice) to (i) fully cure such default or breach or cause the same to be fully cured (which performance the Town shall accept as though the same had been performed by the Developer); or (ii) if such default or breach cannot be reasonably rectified or cured within such sixty (60) day period, diligently begin to institute corrective action to rectify and cure the breach reasonably satisfactory to the Town.

If the lender is prohibited by any court order or bankruptcy or insolvency proceeding from curing the default or breach or from commencing or prosecuting foreclosure proceedings, the foregoing time periods shall be extended by the period of such prohibition.

Upon delivery of written notice by the lender to the Town that the lender or any of its designees or assignees (as the case may be) expressly elected to assume the obligations of the Developer under this Agreement, the lender or any of its designees or assignees shall have the right and power (but not the obligation) to enforce directly against the Developer all obligations of the Developer.

- (d) In the event that a default under Section 5.1(e) shall have occurred and be continuing, the Town shall have the right to terminate the District and this Agreement. In such event, Developer Tax Increment Revenues then on deposit in the Developer Cost Subaccount shall be paid over to the general fund of the Town.

### **Section 5.3. Remedies Cumulative.**

No remedy herein conferred upon or reserved to any party is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. Delay or omission to exercise any right or power accruing upon any Events of Default to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies upon the occurrence of an Event of Default shall not impair any such right or power or be considered or taken as a waiver or relinquishment for the future of the right to insist upon and to enforce, from time to time and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by the parties hereto with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such Events of Default be continued or repeated.

**Section 5.4 Agreement to Pay Attorneys' Fees and Expenses.**

Notwithstanding the application of any other provision hereof, in the event the Town or the Developer should default under any of the provisions of this Agreement, and the nondefaulting party shall require and employ attorneys or incur other expenses or costs for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the Town or the Developer herein contained, the defaulting party shall, on demand therefor, pay to the nondefaulting party the reasonable fees of such attorneys and such other reasonable costs and expenses so incurred by the nondefaulting party.

**Section 5.5 Limited Waiver of Governmental Immunity.**

The Town hereby waives its governmental immunity with respect to any actions or suits undertaken by the Developer, its successors or assigns, arising out of, resulting from or involving any alleged default by the Town hereunder or failure by the Town to observe or perform any of its obligations hereunder, it being understood and agreed that such waiver is a material inducement to the Developer entering into this Agreement and continuing its pursuit of the Project. The parties agree that in the event of any dispute or disagreement hereunder the Town shall continue to make payment of all amounts due hereunder in the manner and at the times specified herein until final resolution of such dispute, where by mutual agreement or final decision of a court, arbitrator or other dispute resolution mechanism. Except as specified in this Agreement, the Town hereby waives any right to withhold, suspend or setoff payments during the pendency of any such dispute. Nothing herein shall be deemed a waiver of the Town's tort immunity.

**Section 5.6. Indemnity.**

- (a) In the event that a formal proceeding is brought by any Federal or State agency or a suit is filed in a court of competent jurisdiction by any person or entity, other than the Town or the Developer, or any officer, director, official representative or other agent of either, which proceeding or suit challenges the legality or validity of the District, the Development Program, this Agreement or the payment obligations of the Town to the Developer hereunder (a "TIF Suit"), then, notwithstanding anything to the contrary herein, the Town may hold, and not distribute, the monies in the Development Program Fund in escrow until such time as such TIF Suit is finally resolved, at which time the Town shall promptly distribute all escrowed monies in accordance with the terms of such final resolution.
- (b) The Developer hereby agrees to defend, indemnify and hold the Town harmless from and for any loss incurred by the Town, including reasonable attorney's fees, on account of any decrease in State revenue sharing or aid to education or any increase in the Town's share of county taxes, which decrease or increase results from the illegality or invalidity of the District and/or the Development Program,



this Agreement or the payment obligations of the Town to the Developer hereunder; provided that the Developer's indemnity liability hereunder for any such loss incurred in any fiscal year by the Town shall be limited to an amount equal to the loss for such year multiplied by a fraction, the numerator of which equals the Developer Tax Increment Revenues already paid to the Developer under this Agreement during such year and the denominator of which equals the sum of the Developer Tax Increment Revenues and the Town Tax Increment Revenues received by the Town during such year; and provided further that in no event shall the Developer's cumulative liability for indemnity hereunder exceed the aggregate amount of Developer Tax Increment Revenues actually paid to the Developer over the term of the District.

- (c) In the event of a TIF Suit, the Town shall notify the Developer of such TIF Suit in writing. The Town shall have the right to employ separate counsel in any such TIF Suit and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the Town (and shall not be paid for out of any Developer Tax Increment Revenues) unless (i) the Developer has failed to assume the defense of the Town or (ii) the Town is a named party to such challenge and the Developer and the Town have reasonably concluded that representation of the Town and the Developer by counsel representing the Developer would be inappropriate due to actual or potential differing interests between the Developer and the Town (in which case the Developer shall not have the right to assume the defense of such challenge on behalf of the Town). In the circumstances described in (i) and (ii), the fees and expenses incurred by the Town, including reasonable counsel fees, for separate counsel employed by the Town to defend a TIF Suit shall be paid by the Developer. Notwithstanding the foregoing, the Town shall have the right to separate counsel of its choice to monitor any such TIF Suit on its behalf, the cost of which will be funded under the indemnity provided in subsection (b) above up to the maximum aggregate amount of \$5,000.
- (d) For purposes of this Agreement, attorney's fees shall mean reasonable fees and disbursements charged by attorneys and any paralegal or expert witness employed by or at the direction of such attorneys.
- (e) In the event any TIF Suit arises, the Developer may, at the inception of such TIF Suit or at any time thereafter, in its sole discretion, terminate this Agreement; provided, however, that the Developer's obligations to defend, indemnify and hold the Town harmless under paragraph (b) above shall survive any such termination by the Developer.

## **ARTICLE VI**

### **EFFECTIVE DATE, TERM AND TERMINATION**



**Section 6.1. Effective Date and Term.**

Following execution and delivery of this Agreement by the parties hereto, this Agreement shall become effective upon approval by the Commissioner of the Department of the amendment to the Development Program that was approved by the Vote of the Town of Veazie Town Council on October 1, 2012 without the necessity of any other action by the Town or the Developer and shall remain in full force from the date hereof and shall expire on the performance of all obligations of the Town and Developer hereunder.

**Section 6.2. Cancellation and Expiration of Term.**

At the termination or other expiration of this Agreement and following full payment of all amounts due and owing to the Developer hereunder or provision for payment thereof, the Town and the Developer shall each execute and deliver such documents and take or cause to be taken such actions as may be necessary to evidence termination of this Agreement.

**ARTICLE VII  
ASSIGNMENT AND PLEDGE OF DEVELOPER'S INTEREST**

**Section 7.1. Consent to Pledge, Collateral Assignment or Grant of a Security Interest.**

The Town hereby acknowledges that the Developer may from time to time pledge and assign its right, title and interest in, to and under this Agreement as collateral for financing for the Project, although no obligation is hereby imposed on the Developer to make such assignment or pledge. Recognizing this possibility, the Town does hereby consent and agree to the pledge and assignment of all the Developer's right, title and interest in, to and under this Agreement and to the payments to be made to Developer hereunder, to third parties as collateral or security for financing the Project, on one or more occasions during the term hereof. Subject to the limitations set forth in Section 4.3, the Town agrees to execute and deliver any assignments, pledge agreements, consents or other confirmations required by such prospective pledgee or assignee, including without limitation recognition of the pledgee or assignee as the holder of all right, title and interest herein and as the payee of amounts due and payable hereunder. The Town agrees to execute and deliver any other documentation as shall confirm to such pledgee or assignee the position of such assignee or pledgee and the irrevocable and binding nature of this Agreement and provide to such pledgee or assignee such rights and/or remedies as the Developer or such pledgee or assignee may reasonably deem necessary for the establishment, perfection and protection of its interest herein.

**Section 7.2. Assignment.**

The Developer shall have the unrestricted right to sell, convey, transfer and assign all or any portion of its rights in, to and under this Agreement, at any time, and from time to time, as the Developer may, in its sole discretion, deem appropriate.

## **ARTICLE VIII MISCELLANEOUS**

### **Section 8.1. Successors.**

In the event of the dissolution, merger or consolidation of the Town or the Developer, the covenants, stipulations, promises and agreements set forth herein, by or on behalf of or for the benefit of such party shall bind or inure to the benefit of the successors and assigns thereof from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of such party shall be transferred.

### **Section 8.2. Parties-in-Interest.**

Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the Town and the Developer any right, remedy or claim under or by reason of this Agreement, it being intended that this Agreement shall be for the sole and exclusive benefit of the Town and the Developer.

### **Section 8.3. Severability.**

In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

### **Section 8.4. No Personal Liability.**

No covenant, stipulation, obligation or agreement of the Town contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future elected or appointed official, officer, agent, servant or employee of the Town in his or her individual capacity, and neither the individual members of the Town Council of the Town nor any official, officer, employee or agent of the Town shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

No covenant, stipulation, obligation or agreement of the Developer contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future director, member, officer, agent, servant or employee of the Developer in his or her individual capacity and neither the directors, members, officers, agents, servants or employees of the Developer shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason thereof.

### **Section 8.5. Counterparts.**

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

**Section 8.6. Governing Law.**

The laws of the State of Maine shall govern the construction and enforcement of this Agreement.

**Section 8.7. Notices.**

All notices, certificates, requests, requisitions or other communications by the Town or the Developer pursuant to this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, addressed as follows:

If to the Town:

Town Manager  
Town of Veazie  
1084 Main Street  
Veazie, ME 04401-7091

With a copy to:

Eaton Peabody  
80 Exchange Street  
Fleet Center  
PO Box 1210  
Bangor, ME 04402-1210  
Attn: Jonathan Pottle, Esq.

If to the Developer:

Casco Bay Energy Company, LLC  
Attn: Plant Manager  
125 Shore Road  
Veazie, Maine 04401

With copies to:

Dynegy Property Tax Department  
133 South 4<sup>th</sup> Street Suite 306  
Springfield, IL 62701-1232

and to:

Bernstein Shur  
100 Middle Street  
P.O. Box 9729  
Portland, Maine 04104-5029  
Attn: Shana Cook Mueller, Esq.

Either of the parties may, by notice given to the other, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder.

**Section 8.8. Amendments.**

This Agreement may be amended only with the concurring written consent of both of the parties hereto, which consent shall not be unreasonably withheld. This Agreement may only be amended in compliance with the provisions of 30-A M.R.S.A. Section 5221 et seq., as amended.

**Section 8.9. Benefit of Assignees or Pledges.**

The Town agrees that this Agreement is executed in part to induce assignees or pledges to provide financing for the Project and accordingly all covenants and agreements on the part of the Town as to the amounts payable hereunder are hereby declared to be for the benefit of any such assignee or pledgee from time to time of the Developer's right, title and interest herein.

**Section 8.10. Integration.**

This Agreement completely and fully supersedes all other prior or contemporaneous understandings or agreements, both written and oral, between the Town and the Developer relating to the specific subject matter of this Agreement and the transactions contemplated hereby.

**Section 8.11. Town Assistance.**

The Town shall assist and support the Developer in having all plans requiring approval from a Town board, agency or department afforded expedited "fast track" review of plans submitted for approval. Nothing herein shall be construed to imply that the Developer shall be assured of being granted any required approval from any Town board, agency, department or official.

**Section 8.12. Tax Laws and Valuation Agreement.**

The parties acknowledge that all laws of the State now in effect or hereafter enacted with respect to taxation of property shall be applicable and that the Town, by entering into this Agreement, is not excusing any non-payment of taxes by Developer. Without limiting the foregoing, the Town and the Developer shall always be entitled to exercise all rights and remedies regarding assessment, collection and payment of taxes assessed on Developer's property (including the Developer's right to bring an abatement appeal). In addition, the Development Program makes certain assumptions and estimates regarding valuation, depreciation of assets, tax rates and estimated costs. The Town and the Developer hereby covenant and agree that the assumptions, estimates, analysis and results set forth in the Development Program shall in no way (a) prejudice the rights of any party to be used, in any way, by any party in either presenting evidence or making argument in any dispute which may arise in connection with valuation of or abatement proceedings relating to Developer's property for purposes of ad valorem property taxation or (b) vary the terms of this Agreement even if the actual results differ substantially from the estimates, assumptions or analysis.

**Section 8.13. Town Administrative Costs.**

The Developer shall be responsible to reimburse the Town's reasonable and documented out-of-pocket costs incurred as a result of administering the District and the Development Program, excluding such costs attributable to the Town's use of Town Tax Increment Revenues, for the period of time since the last Tax Payment Date, provided, however, that such costs are limited to \$2,000 per year during the term of the District. The Town shall send an invoice for such reimbursement to the Developer annually, which shall be paid within thirty (30) days upon receipt of said invoice.

**IN WITNESS WHEREOF**, the Town and the Developer have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by the duly authorized officers, all as of the date first above written.

WITNESS:

TOWN OF VEAZIE

\_\_\_\_\_

By: \_\_\_\_\_  
Joseph Hayes, Town Manager  
duly authorized by vote of the Town  
Council on October 22, 2012

CASCO BAY ENERGY COMPANY, LLC

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its \_\_\_\_\_



Assigned to Councilor - GALLANT

ITEM # 11  
12 315

September 24, 2

## CITY OF BANGOR

**(TITLE.) ORDER,** Authorizing the City Manager to execute an Agreement with the Town of Veazie for Assessment Services

**WHEREAS,** the City Council of the City of Bangor has previously approved a one year agreement to provide assessment services to the Town of Veazie; and

**WHEREAS,** the agreement has expired; and

**WHEREAS,** the Town of Veazie has requested that the City of Bangor provide assessment services of an additional year.

*By the City Council of the City of Bangor:*

**ORDERED,**

**THAT** the City Manager is hereby authorized, on behalf of the City of Bangor, to execute an agreement with the Town of Veazie for Assessment services. Said Agreement shall be substantially in the form as attached hereto and in a final form as approved by the City Solicitor or Assistant City Solicitor.

**Bangor / Veazie Agreement for Assessing Services**

**Submitted by:**

**Benjamin F. Birch Jr., City Assessor for Bangor**

**and**

**Interim Assessor for Town of Veazie**

**City of Bangor**

**73 Harlow Street, Bangor Maine 04401**

**Town of Veazie**

**1084 Main Street, Veazie Maine 04401-7091**

## *Agreement for Assessing Services*

### Contact Page

#### City of Bangor

992-4205

Fax: 945-4445

**Catherine M. Conlow, City Manager**

[Cathy.conlow@bangormaine.gov](mailto:Cathy.conlow@bangormaine.gov)

**Benjamin F. Birch, City Assessor**

[Ben.birch@bangormaine.gov](mailto:Ben.birch@bangormaine.gov)

#### Town of Veazie

947-2781

Fax: 942-1654

**Bill Reed, Town Manager**

[veazietm@aol.com](mailto:veazietm@aol.com)

**Benjamin F. Birch Jr., Interim Assessor (947-2781)**

[Ben.birch@bangormaine.gov](mailto:Ben.birch@bangormaine.gov)



## Agreement for Assessing Services

Agreement made this 25<sup>th</sup> day of August, 2011 by and between the City of Bangor (hereinafter "Bangor"), a municipal corporation located in Bangor, County of Penobscot, State of Maine, and the Town of Veazie (hereinafter "Veazie"), a municipal corporation located in Veazie, County of Penobscot, State of Maine

WHEREAS, the City of Bangor has an Assessing Department; and

WHEREAS, the Town of Veazie is without the services of an Assessor and requested proposals for assessing services; and

WHEREAS, the City of Bangor has proposed to provide assessing services to Veazie for one year under certain terms and conditions.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained in this Agreement, the City of Bangor and the Town of Veazie agree as follows:

### 1. Services to be provided by the City of Bangor

The City of Bangor Assessing Department personnel will provide assessing services for the Town of Veazie.

The City of Bangor will perform the following: administration of the assessing department, preparation of town valuations (not a revaluation for the Town of Veazie); appraisal and assessment record keeping, assisting in printing of tax bills, preparation of reports necessary to meet requirement of Maine law for example, Annual Municipal

Valuation Return and annual Tree Growth report), and assisting the public with real and personal property valuations.

The City of Bangor personnel will provide 308 hours of staff time during the term of this Agreement. Staff time is anticipated to be 192 hours for office coverage and 116 field work.

## 2. Fees

From the date of this agreement until August 20, 2012 the Town of Veazie will pay the City of Bangor \$17,000 (\$55.20 per hour) for the services to be provided.

The Town of Veazie will pay the City of Bangor the IRS rate for mileage reimbursement for travel by personnel providing services pursuant to this Agreement.

## 3. Billing

The City of Bangor will bill the Town of Veazie monthly for all work done in the previous month and will provide to the Town of Veazie appropriate documentation to substantiate each monthly bill. The Town of Veazie shall pay each bill within thirty (30) days of receipt.

## 4. Insurance

The City of Bangor will provide a Liability Policy to insure both the City of Bangor and the Town of Veazie. This policy limits shall be \$400,000.00 for each incident.

## 5. Miscellaneous

The Town of Veazie will pay the City of Bangor the IRS rate for mileage reimbursement for travel by personnel providing services pursuant to this Agreement.

### 3. Billing

The City of Bangor will bill the Town of Veazie monthly for all work done in the previous month and will provide to the Town of Veazie appropriate documentation to substantiate each monthly bill. The Town of Veazie shall pay each bill within thirty (30) days of receipt.

### 4. Insurance

The City of Bangor will provide a Liability Policy to insure both the City of Bangor and the Town of Veazie. This policy limits shall be \$400,000.00 for each incident.

### 5. Miscellaneous

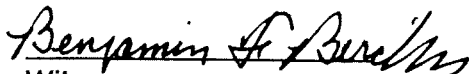
All paperwork, documents and work product remain the property of the Town of Veazie.

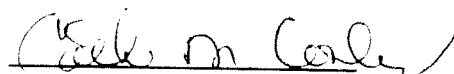
The City Assessor of the City of Bangor is responsible for assigning the City of Bangor employee to perform any service provided pursuant to this Agreement.

### 6. Termination

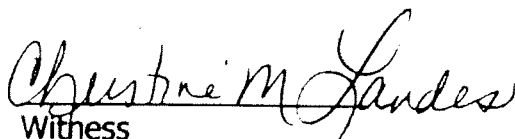
Either party may terminate this agreement upon sixth (60) days written notice to the other.

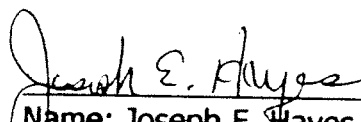
#### CITY OF BANGOR

  
Witness

  
Name: Catherine M. Conlow  
Title: City Manager

#### TOWN OF VEAZIE

  
Witness

  
Name: Joseph E. Hayes  
Title: Town Manager



PAUL R. LEPAGE  
GOVERNOR

STATE OF MAINE  
MAINE REVENUE SERVICES  
PROPERTY TAX DIVISION  
PO BOX 9106  
AUGUSTA, MAINE  
04332-9106

ADMINISTRATIVE & FINANCIAL SERVICES

H. SAWIN MILLETT, JR.  
COMMISSIONER

MAINE REVENUE SERVICES

JEROME D. GERARD  
EXECUTIVE DIRECTOR

September 2012

Municipal Assessors and Chairman of Board of Selectmen:

**RE: Proposed 2013 State Valuation**

Pursuant to 36 M.R.S.A. §208, notice of the proposed 2013 State Valuation of municipalities located in your county is given as shown on the enclosed list. These valuations represent the full equalized value of all **taxable property** in each municipality as of **April 1, 2011** while incorporating sales data from 2010 and 2011.

The valuations listed may be subject to review by the State Board of Property Tax Review pursuant to 36 M.R.S.A., §272. The valuations finally certified to the Secretary of State pursuant to 36 M.R.S.A., §305 shall be used for all computations required by law to be based upon the State Valuation with respect to municipalities.

State Board duties and powers along with the municipal appeal procedures are outlined below.

**STATE BOARD OF PROPERTY TAX REVIEW**

In accordance with 36 M.R.S.A. §272, the State Board of Property Tax Review shall hear appeals by any municipality aggrieved by the Bureau of Revenue Services' determination of equalized valuation or minimum assessing standards and render its decision based upon the recorded evidence.

Any municipality deeming itself aggrieved shall file a written notice of appeal with the State Board of Property Tax Review **within 45 days of its receipt of notification** of the Bureau of Revenue Services' decision. The appeal to the Board shall be in writing signed by a majority of the municipal officers and shall be accompanied by an **affidavit** stating the grounds for appeal. **The affidavit must include the municipal officers' sworn statement of the specific grounds for their appeal and bear the officials signatures which must be notarized.**

With respect to the affidavit, the Board's Rule 4B **Municipal Appeals** (2) reads as follows: "The appealing municipality must file with its notice of appeal an affidavit of the municipal officers stating the grounds for the appeal. The affidavit must be meaningful and specific. A mere statement that the state valuation is too high is not sufficient. If a municipality intends to compare its state valuation to neighboring towns or cities, the municipality should list those municipalities in the affidavit. In appeals from assessment quality and ratio decisions of the Bureau of Revenue Services, the municipality must set forth in specific terms the basis for the challenge to the determination." A copy of the appeal and affidavit shall be served on the Bureau of Revenue Services. The Bureau shall have the burden of proving that its determination is correct with respect to that municipality.

The Board shall hear the appeal within a reasonable time of the filing of the appeal by the municipality and shall render its decision no later than January 15th following the date on which the appeal is taken.

The Board shall order notice of hearing and give at least 5 days notice prior to hearing thereof to the municipality and to the Bureau of Revenue Services.

The Board, after hearing, shall have the power to:

1. Raise, lower or sustain the state valuation as determined by the Bureau of Revenue Services with respect to the municipality which has filed the appeal; the decision of the Board shall be final; the valuation thus determined shall be certified to the Bureau of Revenue Services which shall, if necessary incorporate the decision of the valuation certified pursuant to Section 305, subsection 1.
2. Raise, lower or sustain the Bureau of Revenue Services' determination of the municipality's achieved assessing standards and then, if such achieved standards were inadequate under the provisions of this chapter and upon receiving from both the Bureau and the municipality recommended solutions to the inaccurate assessing practices, order the municipality to take the corrective steps the Board deems necessary.

Any party aggrieved by the decision of the Board may appeal pursuant to Rule 80B of the Maine Rules of Civil Procedure. The valuation thus determined shall be certified to the State Tax Assessor who shall, if necessary, incorporate the decision in the valuation certified pursuant to Section 305, Subsection 1.

In the event a municipality's appeal to the Superior or Supreme Judicial Court results in a lowering of the municipality's state valuation, the Treasurer of State shall reimburse with funds appropriated from the General Fund, an amount equal to money lost by the municipality, due to the use by the State of an incorrect state valuation in any statutory formula used to distribute state funds to municipalities.

The Board shall have the power to administer oaths, take testimony, hold hearings, summon such witnesses and subpoena such records, files and documents as it deems necessary for the proper hearing and disposal of the appeal.

The Board shall have the power to promulgate rules and regulations governing procedure before it. The mailing address of the Board is: **State Board of Property Tax Review, 49 State House Station Augusta, ME 04333.**

Any questions concerning the events and determination of the 2013 State Valuation should be directed to the Property Tax Division at 287-2013.

Very truly yours,



Mike Rogers  
Supervisor, Municipal Services  
Property Tax Division

MR:lt  
Enclosure

**PENOBSCOT COUNTY**

**MAINE REVENUE SERVICES  
PROPERTY TAX DIVISION**

**PROPOSED 2013 STATE VALUATION**

<b>MUNICIPALITY</b>	<b>STATE VALUATION</b>
ALTON	\$40,350,000
BANGOR	\$2,462,000,000
BRADFORD	\$58,250,000
BRADLEY	\$107,500,000
BREWER	\$716,000,000
BURLINGTON	\$34,300,000
CARMEL	\$161,600,000
CARROLL PLANTATION	\$23,700,000
CHARLESTON	\$66,200,000
CHESTER	\$60,200,000
CLIFTON	\$72,100,000
CORINNA	\$106,750,000
CORINTH	\$140,050,000
DEXTER	\$222,550,000
DIXMONT	\$77,850,000
DREW PLANTATION	\$4,850,000
EAST MILLINOCKET	\$101,500,000
EDDINGTON	\$164,100,000
EDINBURG	\$8,550,000
ENFIELD	\$146,350,000
ETNA	\$68,150,000
EXETER	\$56,450,000
GARLAND	\$51,950,000
GLENBURN	\$280,850,000
GREENBUSH	\$53,550,000
HAMPDEN	\$596,200,000
HERMON	\$432,650,000
HOLDEN	\$275,250,000
HOWLAND	\$69,550,000
HUDSON	\$93,300,000
KENDUSKEAG	\$71,650,000
LAGRANGE	\$33,450,000
LAKEVILLE	\$64,350,000
LEE	\$58,750,000

**PENOBSCOT COUNTY****MAINE REVENUE SERVICES  
PROPERTY TAX DIVISION****PROPOSED 2013 STATE VALUATION**

LEVANT	\$149,050,000
LINCOLN	\$323,050,000
LOWELL	\$44,750,000
MATTAWAMKEAG	\$39,350,000
MAXFIELD	\$7,700,000
MEDWAY	\$60,350,000
MILFORD	\$181,850,000
MILLINOCKET	\$187,100,000
MOUNT CHASE	\$34,400,000
NEWBURGH	\$98,950,000
NEWPORT	\$251,900,000
OLD TOWN	\$482,750,000
ORONO	\$389,200,000
ORRINGTON	\$331,750,000
PASSADUMKEAG	\$21,250,000
PATTEN	\$38,250,000
PLYMOUTH	\$72,400,000
SEBOEIS PLANTATION	\$10,550,000
SPRINGFIELD	\$17,900,000
STACYVILLE	\$17,950,000
STETSON	\$78,600,000
VEAZIE	\$225,350,000
WEBSTER PLANTATION	\$7,150,000
WINN	\$21,200,000
WOODVILLE	\$16,700,000
Penobscot Nation	\$8,750,000
<b>TOTAL</b>	<b>\$10,099,050,000</b>

# IMPORTANT NOTICE PROPERTY TAX IS MOVING!

Our anticipated move date is November 1, 2012.  
Our new office location will be 51 Commerce Drive, Suite 100, Augusta, Maine 04330.  
Our mailing address will not change.

Our telephone numbers will also be changing in the near future.

## UNORGANIZED

### TERRITORY

Darlene Clark	Current Number 287-4783	New Number 624-5613
Jeffrey Glazier	287-4785	624-5611
Lisa Whynot	287-4788	624-5610
Robert Doiron	287-4789	624-5609
Sandra Randall	287-4791	624-5612
Nicole Philbrick	287-5243	624-5614

## MUNICIPAL SERVICES

Jamie Bolduc	287-1971	624-5605
Deborah Maringola	287-2012	624-5606
Receptionist	287-2013	624-5600
Vacant	287-2014	624-5607
Jeffrey Kendall	287-4786	624-5608
Laurie Thomas	287-4787	624-5602
David Ledew	287-4790	624-5601
Errol Dearborn	287-6029	624-5603
Linda Ellis	287-6939	624-5604



## MEMORANDUM

To: Joseph E. Hayes, Town Manager, Veazie  
CC: Town of Veazie Council  
FROM: Benjamin F. Birch, Jr., City Assessor  
Date: October 10, 2012

### **RE: Assessor's Update as of October 10, 2012**

Thank you for the opportunity to provide this assessment update. This update will review the key tasks and present an update of the total town valuation.

The FY2013 Tax Commitment was finalized on July 25, 2012. The total taxable Real Estate Valuation is \$134,969,810. The total taxable Personal Property Valuation is \$140,786,230. The total taxable valuation is \$275,756,040. The total of all Homestead Exempt Valuation is \$4,917,700. The net to be raised by local property tax rate is \$5,579,198.72.

The Municipal Valuation Return (MVR) was submitted to the Maine Revenue Services on August 13, 2012.

Information released from OFHEO from April to August, National Association of Realtors, Maine Real Estate Information System, Inc., is provided.

#### **A. New releases from the Federal Housing Enterprise Oversight (OFHEO)**

- Information from the April 24, 2012, monthly news release, U.S. House prices rose 0.3 percent on a seasonally adjusted basis from January to February, according to the Federal Housing Finance Agency's month House Price Index. While prices in January were unchanged according to initial estimates reported in the last HPI release, the January result has been revised downward to reflect a 0.5 percent decrease. For the 11 months ending in February, U.S. prices rose 0.4 percent the first 12-month increase since the July 2006 peak and is roughly the same as the January 2004 index level.
- Information from the May 23, 2012, First Quarter 2012, U.S. house prices rose modestly in the first quarter of 2012 according to the Federal Housing Finance Agency's (FHFA) seasonally adjusted purchase-only house price index (HPI). The

FHFA HPI was up 0.6 percent on a seasonally adjusted basis since the fourth quarter of 2011. The HPI is calculated using home sales price information from Fannie Mae and Freddie Mac mortgages. Seasonally adjusted house prices rose 0.5 percent from the first quarter of 2011 to the first quarter of 2012. FHFA's seasonally adjusted monthly index for March was up 1.8 percent from February.

- Information from the June 21, 2012, monthly news release, U.S. House prices rose 0.8 percent on a seasonally adjusted basis from March to April, according to the Federal Housing Finance Agency's monthly House Price Index. The previously reported 1.8 percent increase in March was revised downward to reflect a 1.6 percent increase. For the 12 months ending in April, U.S. prices rose 3.0 percent. The U.S. index is 17.6 percent below its April 2007 peak and is roughly the same as April 2004 index level.
- Information from the July 23, 2012, monthly news release, U.S. House prices rose 0.8 percent on a seasonally adjusted basis from April to May, according to the Federal Housing Finance Agency's monthly House Price Index. The previously reported 0.08 increase in April was revised downward to a 0.7 percent increase. For the 12 months ending in May of 2012, U.S. prices rose 3.7 percent. The U.S. index is 17.0 percent below its April 2007 peak and is roughly the same as the May 2004 index level.
- Information from the August 23, 2012, Second Quarter 2012, U.S. house prices rose 1.8 percent from the first quarter to the second quarter of 2012 according to the Federal Housing Finance Agency's (FHFA) seasonally adjusted purchase-only house price index (HPI). The HPI is calculated using home sale price information from Fannie Mae and Freddie Mac mortgages. Seasonally adjusted house prices rose 3.0 percent from the second quarter of 2011 to the second quarter of 2012. FHFA's seasonally adjusted monthly index for June was up 0.7 percent from May.

#### **B. New release from the National Association of Realtors**

- **August 27, 2012 – Commercial Real Estate Recovering at a Slower Pace.** Positive underlying fundamentals continue to support all of the major commercial real estate sectors, but a slowdown in job creation and ongoing tight loan availability has tempered growth in some areas, according to the National Association of Realtor quarterly commercial real estate forecast.

NAR's latest Commercial Real Estate Outlook offers projection for four major commercial sectors and analyzes quarterly data in the office, industrial, retail and multifamily markets.

## **Office Markets**

Vacancy rates in the office sector are expected to fall from an estimated 16.1 percent in the third quarter to 15.6 percent in the third quarter of 2013.

The markets with the lowest office vacancy rates currently are Washington, D.C., with a vacancy rate of 9.4 percent; New York City, at 10.0 percent; and Long Island, N.Y., 13.0 percent.

## **Industrial Markets**

Industrial vacancy rates are forecast to decline from 10.7 percent in the third quarter of this year to 10.5 percent in the third quarter of 2013.

At present, the areas with the lowest industrial vacancy rates are Orange County Calif., with a vacancy rate of 4.6 percent; Los Angeles, Calif., 4.6 percent; and Miami at 6.8 percent.

Annual industrial rent is likely to rise 1.7 percent in 2012 and 2.4 percent next year. Net absorption of industrial space nationally is seen at 59.8 million square feet this year and 67.2 million in 2013.

## **Retail Markets**

Retail vacancy rates are projected to decline from 10.9 percent in the third quarter of this year to 10.7 percent in the third quarter of 2013.

Presently, markets with the lowest retail vacancy rates currently include San Francisco, 3.8 percent; Fairfield County, Conn. 3.9 percent and Long Island, N.Y., and Orange County Calif., both at 5.3 percent.

Average retail rent is forecast to rise 0.8 percent this year, and then rise 1.3 percent in 2013. Net absorption of retail space should be 10.3 million square feet this year and 20.1 million in 2013.

## **Multifamily Markets**

The apartment rental market – multifamily housing –is expected to see vacancy rates drop from 4.3 percent in the third quarter to 4.2 percent in the third quarter of 2013; vacancy rates below 5 percent generally are considered a landlord's market with demand justifying higher rents. .

Areas with the lowest multifamily vacancy rates presently are Portland, Org., at 2.0 percent, New York City and Minneapolis, both at 2.2 percent; and New Haven, Conn., and San Jose, Calif., both at 2.4 percent. Multifamily net absorption is likely to be 237,700 units this year.

The *COMMERCIAL REAL ESTATE OUTLOOK* is published by the NAR Research Division for the commercial community. NAR's Commercial Division, formed in 1990, provides targeted products and services to meet the needs of the commercial market and constituency within NAR.

The National Association of Realtors®, "The Voice for Real Estate," is America's largest trade association, representing 1.1 million members involved in all aspects of the residential and commercial real estate industries.

### **C. The Housing and Real Estate Market in Maine.**

Source: Maine Real Estate Information System, Inc. Note: MREIS, a subsidiary of the Maine Association of REALTORS, is state-wide Multiple Listing Service with over 4, 100 licensees inputting active and sold property listing data. Statistics reflects properties reported as sold in the system within the time periods indicated.

- **Maine Real Estate Information System - SOUTH PORTLAND (March 21, 2012)**

Buyers of single-family homes in Maine showed up in increasing numbers last month, leading to double-digit sales gains. According to the Maine Real Estate Information System, Inc., 624 homes sold in February 2012, a sales increase of 29.46 percent compared with February 2011. The median sales price (MSP) decreased 5.00 percent to \$149,900 in that same time period. The MSP indicates that half of the homes sold for more and half sold for less.

Tina Lucas of Lucas Real Estate in Portland relays, "The steady increase in the number of homes sold is a reflection of several factors: the rise in consumer confidence, continued historic low interest rates and, in the last quarter, an unusually mild Maine winter." Luca, who serves as the President of the Maine

Association of Realtor, adds, "With little snow cover and mild temperatures, the 'hibernation factor' did not have an opportunity to develop.

- **Maine Real Estate Information System - SOUTH PORTLAND (April 10, 2012)**

Sales of single-family existing homes in Maine increased by double-digits again in March. According to the Maine Real Estate Information System, Inc., statewide home sales increased 13.16 percent, comparing March 2012 to March 2011. This is the ninth consecutive month of positive unit sales increases. The median sales prices (MSP) increased 0.19 percent to \$160,000 in that same time period; the first increase since July 2011.

Tina Lucas explains, "Considering the consistent increase in transaction volume over the past nine months, it seems the 'wait and see' attitude is waning. Many buyers recognize the real estate climate change and are now taking advantage of current market opportunities. Combined with the March increase in median sale prices – the first since mid - 2011-all signs are currently quite positive. A steady improvement in the market dynamic will lead to a more robust housing market, which in turn lead to higher prices and lower inventory – both excellent reasons for potential buyers to act sooner than later."

- **Maine Real Estate Information System - SOUTH PORTLAND (May 22, 2012)**

The Maine Association of REALTORS reports healthy gains in sales of single-family existing homes and median sales prices statewide during April 2012. According to the Maine Real Estate Information System, Inc., 824 homes sold during April 2012, an increase of 8.71 percent compared with April 2011. The median sales price (MSP) for those homes rose 4.48 percent to \$167,950 in that same time period.

Tina Lucas, relays, "Nine consecutive months of higher sales volume, plus two consecutive months of increase median sale prices, gives both buyers and sellers solid reasons to enter the market. Realtors from around the state are busy with calls from both buyers and sellers as consumers observe the current trends and are taking action. Much of the activity is from first-time homebuyers who realize now are the right time to take advantage of the historic low interest rates and attractive pricing.

- **Maine Real Estate Information System - SOUTH PORTLAND (June 21, 2012)**

Sales of single-family existing homes in Maine continue in solidly positive territory, according the Maine Real Estate Information System, Inc. Realtors sold 1,035

homes statewide during the month of May, a jump of 32.02 percent from last year. The median sales price (MSP) rose 7.42 percent to \$178,000.

Tina Lucas, said, the positive news is resonating with sellers and buyers, as we see both sides taking action and making decisions with greater confidence. Homes in well-maintained condition that are properly priced for the current market will bring offers. The market statistics demonstrate a transition from a buyer's market to a more balanced market where both buyers' and sellers' voices are heard as the number and homes sold and the median value continue to climb."

- **Maine Real Estate Information System - SOUTH PORTLAND (July 19, 2012)**

In June 2012, sales of single-family existing homes in Maine again increased by double-digits. According to the Maine Real Estate Information System, Inc. (MREIS), 1,247 homes sold last month, up 26.6 percent compared with June 2011. The median sales price (MSP) in that same time period increase 1.68 percent to \$175, 500.

Tina Lucas, said, "First time home buyers often assume they won't qualify for a mortgage for a variety of reasons: their student loans are too high, their credit score is too low. In an effort to help, The Maine Association of REASTORS has launched an educational campaign called 'Home Brew' to provide buyers with the right mix of ingredients to realize their dream of homeownership. For more information, search Home Brew on Facebook or follow on Twitter @HomeBrewMe,

"With historic low interest rates, attractive pricing and a high affordability index, now really is a great time to buy."

- **Maine Real Estate Information System - SOUTH PORTLAND (August 23, 2012)**

Maine Realtors continue to report healthy increases in sales of single-family existing homes. According to the Maine Real Estate Information System, Inc., a total of 1,086 homes changed hands in July, an increase of 9.26 percent in the past 12 months. The median sales price (MSP) dipped 3.66 percent to \$171,000.

Tina Lucas offered the following tips for sellers: "Price according to the current market dynamic. Inventory remains high, so prepare your home carefully and thoroughly for today's discerning buyers. Be ready for negotiation, as the market typically demands some. Remember-all real estate is local; be aware of what is happening in your area. Lucas, also counsels buyers to "be realistic when negotiating and know the comparable sales. Sellers are more receptive to buyers who are pre-approved. Don't forget the tax advantages of homeownership when

calculating your monthly expenses. Use your imagination; a diamond in the rough can be a great investment.”

- **Maine Real Estate Information System - SOUTH PORTLAND (Sept. 19, 2012)**

Strong positive sales of single-family existing homes continue for Maine. According to the Maine Real Estate Information System, Inc., 1,255 homes changed hands in August 2012, a 15.14 percent increase over August of last year. The Median sales price (MSP) for those homes rose 3.03 percent to \$170,000.

Tina Lucan, said, “The consistent increases in the number of homes sold along with the recent boost in median values leads to this conclusion: it seems buyers are comparing the value of owning vs. renting. Low interest rates and attractive pricing keep monthly payments down. Add the value of a mortgage interest deduction, property tax deduction and the opportunity to build equity over time and the decision to own comes out on top for those renters who are ready and financially able to purchase a home of their own.

# LOU SILVER, INC.

Veazie, Maine 04401

ITEM # 12

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**BULL DOZING • BACKFILLING • GRAVEL • FILL • BACKHOE & SHOVEL WORK**

---

**MAILING ADDRESS**

P.O. Box 22

Orono, Maine 04473

Phone: Bangor, Maine 942-8074

October 8, 2012

Veazie Town Council  
1084 Main Street  
Vizier, Maine 04401

Dear Council Members,

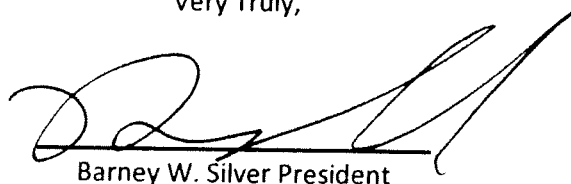
I would like to take this opportunity to thank you for the vote accepting my proposal for Plowing, and some Maintenance for the town.

At the meeting there was a short discussion of the town having a one ton dump truck to do light work. If you want to explore this, I would make the following proposal to you.

Rent my ton truck on a daily rate. This will let you decide if it is cost effective for what you are trying to do. It will also let you only pay for the time you use it. This way you have the ability to decide how much you want the single public works employee to do for you in the field.

My rate for the Ton Dump is \$100.00 per day. With fuel being so expensive this is a rate  
The town buys the fuel. If you want to keep renting my unit, as you need it, it is okay.

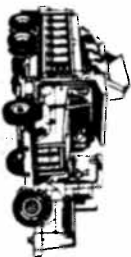
Very Truly,



Barney W. Silver President

Cc Joe Friedman  
Jonathan Parker  
Brian Perkins  
Tammy Olson  
Chris Bagley  
Manager Joe Hayes





**LOU SILVER INC.**  
P.O. BOX 22  
ORONO, MAINE 04473  
207-942-8074

MACHIAS SAVINGS BANK

52-7453/2112

119399

Pay: \*\*\*\*\*Thirty-seven thousand five hundred dollars and no cents

DATE October 18, 2012 CHECK NO. 119399 AMOUNT \$\*\*\*\*\*37,500.00

TO THE ORDER OF  
VEAZIE TOWN OF  
1084 MAIN STREET  
VEAZIE,, ME. 04401

THE DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE. RED IMAGE DISAPPEARS WITH HEAT.  
⑈119399⑈ ⑆22127453⑆ 813 0244470⑈

# Town of Veazie Fire/Rescue Department

## MEMORANDUM

To: Chief Martin  
From: Capt Metcalf  
CC: Dennis Farnham  
Date: October 15, 2012  
Re: Callouts for Silvers vs. Public Works and NIMS Compliance

---



With the recent staffing changes regarding Veazie Public Works we will need to revisit and establish in writing how and when to callout Silvers Construction versus when we are to callout public works. In the past we have used Veazie Public Works for, but not limited to the following:

- Trees down
- Road blocking/barricading
- Hydrant clearing
- Emergency snow removal, such as driveway access or access to an area blocked by snow/ice
- Snow removal from the ice rink
- Heavy equipment needs other than a disaster situation which should be covered by the EOP

In addition, a response timeframe may need to be considered with callout requests. We have had past success when dealing with public works especially during an emergency when time is critical. This may not be an issue during the normal working day but an after hour or weekend response timeframe may need to be included.

Finally, now that the town is contracting public works needs with Silvers Construction will they need to be NIMS compliant?

ITEM # 14

# Occupancy Status Report

Client Name: Catholic Sisters Senior Living

August 31, 2012

Number of units: 26

Occupancy Status	Total # of Units Occupied by End of Month											
	January 2012	February 2012	March 2012	April 2012	May 2012	June 2012	July 2012	August 2012	September 2012	October 2012	November 2012	December 2012
100%	14	16	16	16	15	16	16	15				
90%	4	4	4	4	4	4	4	4				
Subtotal Units	\$2,044.00	\$1,022.00	\$4,144.00	\$1,022.00	\$4,144.00	\$2,122.00	\$1,022.00	\$97.00				
Occupied Percentage at	85.00%	95.00%	100.00%	100.00%	95.00%	100.00%	100.00%	95.00%	0.00%	0.00%	0.00%	0.00%
Visible units at month end	14/14	16/16	16/16	16/16	15/15	16/16	16/16	15/15				
END	Δ = 208											

*Duska K. Hayman*

Signed: Duska K. Hayman  
Owner or Agent

207-866-4654

Telephone No

Date

9-20-12

Graham School Senior Housing  
Income Statement  
For the Eight Months Ending August 31, 2012

Description	Acct #	Prior Year Audit	Actual YTD	Budget YTD	Annual Budget
Total Operating and Maintenance		39,209.19	21,810.92	26,974.12	39,360.00
Taxes and Insurance					
Property Tax Expense	6710-00	1,975.96	1,355.36	1,333.36	2,000.00
Property Insurance	6720-00	5,607.00	3,770.64	4,000.00	6,000.00
Fidelity Bond	6721-00	0.00	304.00	353.00	353.00
Other Insurance	6722-00	999.96	666.64	0.00	0.00
Total Taxes and Insurance		8,582.92	6,096.64	5,686.36	8,353.00
Financial Expenses					
Mortgage Principle	6830-00	6,843.60	4,904.64	4,905.00	7,357.00
Mortgage Interest Paid	6820-00	7,771.47	5,095.36	5,095.00	7,643.00
Total Financial Expense		14,615.07	10,000.00	10,000.00	15,000.00
Other Expenses					
Current Year Replacement Res	6900-00	7,596.00	5,216.00	5,216.00	7,824.00
Discounts Taken	6990-01	(33.65)	0.00	0.00	0.00
Total Other Expenses		7,562.35	5,216.00	5,216.00	7,824.00
Grand Total Expenses		139,344.00	90,187.78	95,897.16	141,542.00
Net Income		541.04	(4,354.77)	(5,871.84)	(1,504.00)

"Partnership Excess Tax Revenues" means in each year that this Agreement is in effect the excess of (i) the property taxes actually paid by the Partnership to the Town on account of real estate taxes exceeds (ii) ~~\$1,788.80~~ *the amount of property taxes which would be imposed on real property having an assessed value of one hundred four thousand dollars (\$104,000).*

"Project" means the land and improvements owned by the Partnership located at the former Graham School, Veazie, Maine, constituting the Partnership's affordable housing development.

"Town" shall have the meaning given such term in the recitals hereto.

"Tax Payment Date" means the date on which any Partnership Excess Tax Revenues are paid by the Partnership to the Town.

## ARTICLE II PAYMENT REQUIREMENTS

### Section 2.1. Payments for Affordable Housing Development Purposes.

The Town shall pay the Partnership Excess Tax Revenues, at the Partnership's direction, to Merrill Merchants Bank for application to the Merrill Merchants Bank Note within twenty-one (21) days of each Tax Payment Date.

## ARTICLE III PAYMENT OBLIGATIONS

### Section 3.1. Failure to Make Payment.

In the event the Town should fail to make any of the payments required under the provisions of this Agreement, the item or installment so unpaid shall continue as a limited obligation of the Town, under the terms and conditions hereinafter set forth, until the amount unpaid shall have been fully paid. In addition to the other remedies and consequences of default described herein, the Partnership shall have the right to initiate and maintain an action, to specifically enforce the Town's obligations hereunder, including without limitation, the Town's obligation to pay Partnership Excess Tax Revenues as described above.

### Section 3.2. Manner of Payments.

The payments provided for in this Agreement shall be paid by check as directed by the Partnership in the manner provided above.

a conservator or receiver or liquidator in any such proceedings of or relating to the Town or of or relating to all or substantially all of its property, including without limitation the filing of a voluntary petition in bankruptcy by the Town or the failure by the Town to have a petition in bankruptcy dismissed within a period of 90 consecutive days following its filing or in the event an order for release has been entered under the Bankruptcy Code with respect to the Town;

e. A determination by any court that the Town is without legal authority to enter into this agreement or to pay such payments as are required hereunder; and

f. The failure of the Partnership to pay all real or personal property taxes regarding the Project when due.

#### **Section 4.2. Remedies on Default.**

Whenever any Event of Default described in Section 4.1 hereof shall have occurred and be continuing, the nondefaulting party may take any one or more of the following remedial steps following any applicable cure period:

a. The nondefaulting party may take whatever action at law or at equity as may appear necessary or desirable to collect the amount then due and thereafter to become due, to specifically enforce the performance or observance of any obligations, agreements, or covenants of the nondefaulting party under this Agreement and any documents, instruments, and agreements contemplated hereby or to enforce any rights or remedies available hereunder; and

b. The Partnership or the Town shall also have the right to exercise any rights or remedies available under the laws of the State of Maine.

#### **Section 4.3. Consequences to Town Upon Default.**

Upon the Occurrence of an Event of Default by the Town for any reason, the following shall occur upon the expiration of thirty (30) days' written notice of such Event of Default from the Partnership to the Town with no cure of the Event of Default being completed by the Town within said thirty (30) days:

a. All of the rights of the Town and any successors and assigns of the Town pursuant to an Easement Deed from the Partnership to the Town dated December 20, 2001 shall terminate.

b. All of the rights of the Town and any successors and assigns of the Town pursuant to an Option Agreement between the Town and the Partnership dated December 20, 2001 shall terminate.

## **ARTICLE VI ASSIGNMENT AND PLEDGE OF INTEREST**

### **Section 6.1 Consent to Pledge, Assignment or Grant of a Security Interest.**

The Town hereby acknowledges that the Partnership may pledge and assign its right, title and interest in, to and under this Agreement as collateral for financing for the Project, including without limitation a pledge or assignment to Merrill Merchants Bank to secure the Bank's Note, although no obligation is hereby imposed on the Partnership to make such assignment or pledge. Recognizing this possibility, the Town does hereby consent and agree to the pledge and assignment of all the Partnership's right, title and interest in, to and under this Agreement and in, and to the payments to be made to Partnership hereunder, to third parties as collateral or security for indebtedness or otherwise, on one or more occasions during the term hereof. The Town agrees to execute and deliver any assignments, pledge agreements, consents or other confirmations required by the prospective pledgee or assignee, including without limitation recognition of the pledgee or assignee as the holder of all right, title and interest herein and as the payee of amounts due and payable hereunder and any and all such other documentation as shall confirm to such pledgee or assignee the position of such assignee or pledgee and the irrevocable and binding nature of this Agreement and provide to the pledgee or assignee such rights and/or remedies as it may deem necessary for the establishing, perfection and protection of its interest herein.

### **Section 6.2. Assignment.**

The Partnership shall have the unrestricted right to transfer and assign all or any portion of its rights in, to and under this Agreement, at any time, and from time to time, as Partnership may, in its sole discretion, deem appropriate.

## **ARTICLE VII MISCELLANEOUS**

### **Section 7.1. Successors.**

In the event of the dissolution of the Town or the Partnership, the covenants, stipulations, promises and agreements set forth herein, by or on behalf of or for the benefit of such party shall bind or inure to the benefit of the successors and assigns thereof from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of such party shall be transferred.

### **Section 7.2. Parties in Interest.**

Except as herein otherwise specifically provided, nothing in this Agreement

If to the Town:

Town Manager  
Town of Veazie  
1084 Main Street Veazie, ME 04401

With a copy to:

Richard D. Violette, Jr., Esq.  
Post Office Box 908  
Brewer, Maine 04412-0909

If to the Partnership:

Veazie Senior Housing Associates, Limited Partnership  
c/o Penquis Development, Inc.  
262 Harlow Street  
P.O. Box 1162  
Bangor, ME 04402-1162

With a copies to:

Drummond Woodsum & MacMahon  
P.O. Box 9781  
245 Commercial Street  
Portland, ME 04104  
Attention: John S. Kaminski

Maine Housing Equity Fund 2000 LP  
c/o Maine Housing Equity Fund, Inc.  
183 Middle Street, 3rd Floor,  
Portland, ME 04101

Either of the parties may, by notice given to the other, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder.

**Section 7.8. Amendments.**

This Agreement may be amended only with the express written consent of all of the parties hereto.



## NON-EXCLUSIVE LEASE AGREEMENT

THIS NON-EXCLUSIVE LEASE AGREEMENT (hereinafter referred to as "Lease") is made this 20th day of December 2001, by and between Graham School Senior Housing Associates Limited Partnership, having a mailing address of c/o Penquis Development, Inc., 262 Harlow Street, P.O. Box 1162, Bangor, ME 04402, Maine (the "Partnership") and The Town of Veazie, Maine, (the "Town"), a municipal body corporate and politic and a political subdivision of the State of Maine.

### WITNESSETH

In consideration of the rents and covenants to be paid and performed by Town, Partnership does hereby lease to Town and Town does hereby lease and take from Partnership, upon the terms and conditions hereinafter set forth, the Community Space hereinafter described on the terms hereinafter described.

1. Leased Community Space. Certain Community Space located on the first floor in the building situated at Flagg Street in the former Graham School located in Veazie, Maine (such building, as renovated and expanded, referred to as the "Project Building") as more particularly depicted in Exhibit A (the "Community Space"), together with the right to use in common with others, for ingress and egress, any common passage ways, hallways and stairwells in said Community Space and any parking spaces not specifically assigned by the Partnership to residential tenants of the Project Building.

2. Term. The term of this Lease is for twenty (20) years commencing upon the date hereof (the "Commencement Date") and continuing until December 18, 2021 (the "Term"), subject to termination as hereinafter provided. *[Signature]*

3. Early Termination. This Lease may be terminated by written notice from the Partnership to the Town prior to the end of the Term if the Town fails to make any of the payments described in a Credit Enhancement Agreement between the Town and the Partnership dated December 2001, a copy of which is attached hereto as Schedule B, or in the event of any default by the Town under the provisions of said Agreement. *[Signature]*

4. Base Rent and Additional Rent.

(a) Town agrees to pay to Partnership, as rent, at such place as shall be designated by Partnership, without any prior demand therefor and without any defenses, deductions or set-off whatsoever, the sum of One Dollar (\$1.00) per year, payable in advance on the first day of each year of the Term.

(1) (b) In addition to Base Rent, Town agrees to pay, as Additional Rent, for the period commencing on the date on which the Community Space is first available (the "First Availability Date") and ending on the first anniversary of the First Availability Date, the

8. Alterations. Town shall make no alterations to the Community Space without Partnership's prior written consent. Town shall keep the Community Space and the property on which the Community Space are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Town.

At the termination of the Lease, any of the alterations completed by Town shall be the sole and exclusive property of Partnership without any further action. Town shall not be entitled to any payment from Partnership for such alterations.

9. Repairs and Maintenance. The Partnership shall be responsible for all maintenance and repairs to the Community Space and shall keep and maintain the Community Space in good order, condition and repair, ordinary wear and tear excepted, including without limitation, repairs and maintenance to all doors and windows, all heating and air conditioning systems, and all equipment, and shall daily remove all trash and debris from the grounds, and remove snow and ice from walkway and driveway areas abutting the Community Space.

10. Town's Covenants. Town covenants and agrees with Partnership:

- (a) To pay when due all rent (including without limitation, Base Rent and Additional Rent) and other amounts due from Town at the times and in the manner provided in this Lease.
- (b) To maintain the Community Space including the areas adjacent to the Community Space, clean and neat in appearance in connection with any use thereof made by the Town.
- (c) Not to make any use of the Community Space which is improper, offensive, illegal, constitutes a nuisance, constitutes waste, in any way obstructs or interferes with the rights of other Towns or occupants of the Community Space, or which makes void or voidable any insurance on the Community Space, or on the Community Space, and to pay any increase or extra premium payable for any such insurance resulting from any act done by Town.
- (d) To comply with all laws, ordinances, rules and regulations of governmental authorities affecting the Community Space, and obtain and maintain, at Town's expense, all licenses and permits required for use of the Community Space as required in connection with the Town's use thereof.
- (f) To remove snow and ice from the road by which the Project is accessed from Flagg Street which passes by the northerly side of the Project Building and over which the Town has been granted a right-of-way.

shall not have been vacated; then and in any such event, Partnership, at any time thereafter, may give written notice to Town specifying such event of default or events of default and stating that this Lease and the term shall expire and terminate on the date specified in such notice which shall be at least ten (10) days after the giving of such notice, and upon the day specified in such notice this Lease and the term and all rights of Town under this Lease, shall expire and terminate, and Town shall remain liable as hereinafter provided.

(b) Upon any such expiration or termination of this Lease, Town shall quit and peacefully surrender the Community Space to Partnership, and Partnership, upon or at any such expiration or termination, may enter upon and reenter the Community Space and possess and repossess itself thereof, in accordance with Maine law, and may dispossess Town and remove Town and all other persons or property from the Community Space in accordance with Maine law, and may have, hold and enjoy the Community Space and the rights to receive all rental income of and from the same.

#### 14. Offset Statement. Attornment. Subordination.

(a) Town agrees, at any time, and from time to time, upon not less than five (5) days' prior request by Partnership, to execute, acknowledge and deliver to Partnership, or to a designee of Partnership, a statement in writing certifying, if such be the case, that this Lease is unmodified and in full force and effect (or, if there have been modifications, stating the modifications, and that the Lease as modified is in full force and effect), and that there are no defenses or offsets thereto then accrued, or stating those claimed by Town, and the dates to which the rent and other charges have been paid, it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser of, or any prospective holder of a mortgage upon the fee of the Community Space, or by any other properly interested party.

(b) Upon request of Partnership, Town will subordinate its right hereunder to the lien of any mortgage or mortgages, or the lien resulting from any other method of financing or refinancing, any land use restriction required in connection with the financing of the Partnership's renovation and operation of the former Graham School as an affordable housing project or in connection with Federal low-income housing tax credits or any other form of financial assistance for an affordable housing project. Town shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale of any mortgage made by Partnership covering the Community Space, attorn to the mortgagee or any purchaser upon any such foreclosure or sale and recognize such mortgagee or purchaser as Partnership hereunder, and no entry under any such mortgage, or other security indenture or sale for the purpose of foreclosing the same or repossessing or other action pursuant to said mortgage or other security indenture, shall be regarded as an eviction of Town, or its successors and assigns, constructive or otherwise, or give the Town or any successor or assign of the Town any rights to terminate this Lease.

herein contained and at twice the rental in effect during the last lease year of the term. This Section shall not be construed as giving Town any right to hold over after the expiration of the Initial Term or any renewal term, as applicable.

21. Non-Waiver. The receipt of rent by Partnership, with knowledge of any breach of this Lease by Town or of any default on the part of Town in the observance or performance of any of the terms, covenants or conditions of this Lease, shall not be deemed to be a waiver of any provisions of this Lease. Failure of Partnership to complain of any act or omission on the part of Town, no matter how long the same may continue, shall not be deemed to be a waiver by Partnership of any of its rights hereunder.

22. Assignment and Subletting. Town may not assign or sublet this Lease or the Community Space without Partnership's prior written consent which may be granted or withheld in the sole discretion of the Partnership.

23. Brokers. Each party represents and warrants to the other that it has not involved a broker in the obtaining of this Lease in any way, and each party shall indemnify and hold the other harmless for any breach of this provision.

24. Lease Not To Be Recorded. Partnership and Town agree that this Lease shall not be recorded, however, Partnership agrees to execute and deliver to Town, upon request, a Memorandum of Lease in recordable form.

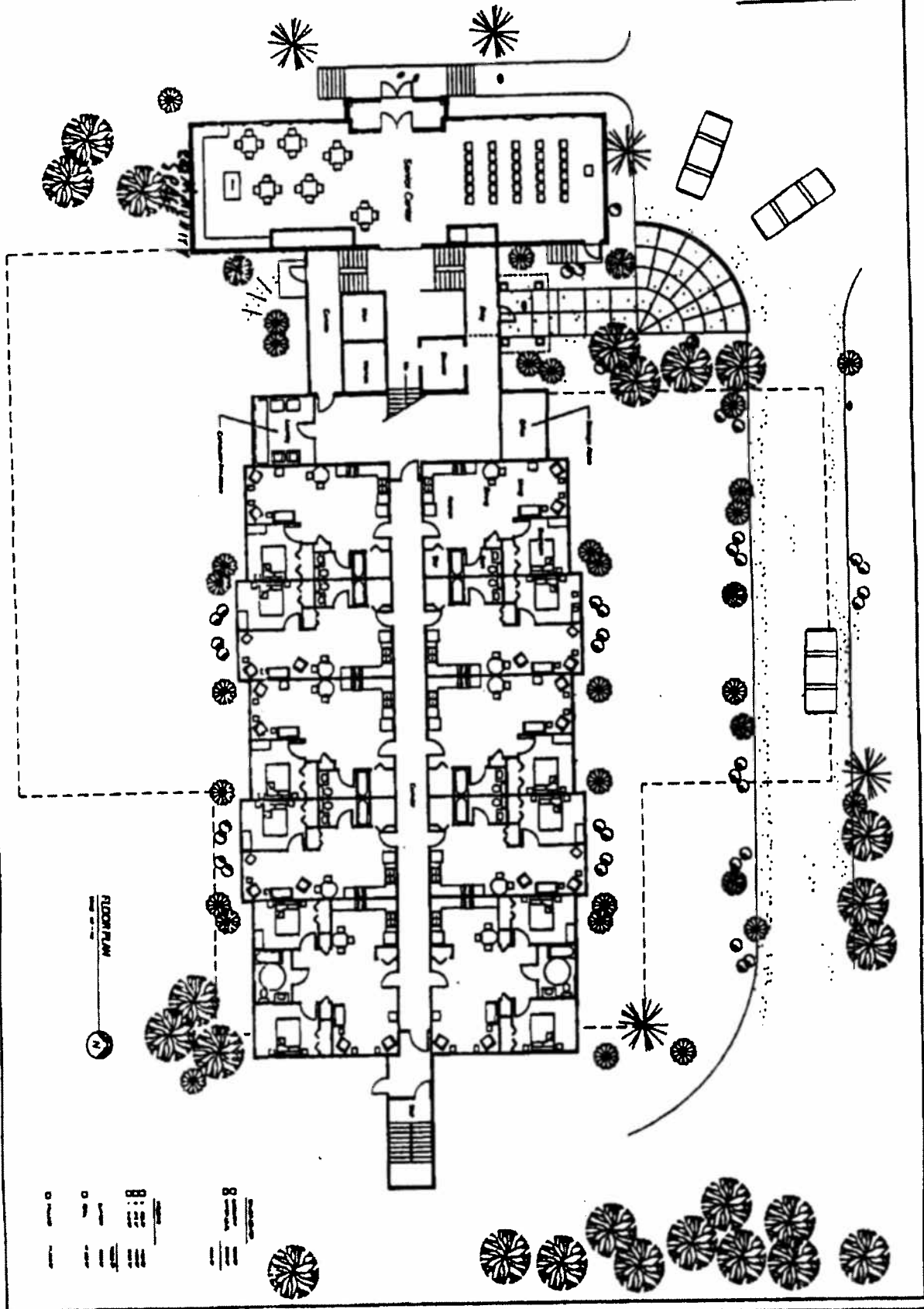
25. Notices. Any and all notices from Partnership to Town hereunder shall be deemed given when Partnership delivers such notice to Town or deposits such notice in the mail addressed to Town's last known address with postage prepaid. A copy of any notice to the Partnership shall also be sent to Maine Housing Equity Fund 2000 LP, c/o Maine Housing Equity Fund, Inc., 183 Middle Street, 3<sup>rd</sup> Floor, Portland, ME 04101.


26. Severability. If any provision of this Lease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

27. Successors and Assigns. The terms and provisions of this Lease shall be binding upon the heirs, successors, personal representatives and assigns of the respective parties and shall inure to the benefit of the successors and assigns of Partnership. Nothing in this Article shall be deemed to authorize or permit any assignment or other transfer in whole or in part of the interest in Town in violation of other provisions of this Lease.

The word "Partnership" as used herein, shall mean only the owner for the time being of Partnership's interest in this Lease, and, in the event of any transfer of Partnership's interest in this Lease or in the Community Space, the transferor shall cease to be liable, and shall be released from all liability for the performance or observance of any agreements or conditions on the part of the Partnership to be performed or observed subsequent to the time of said transfer,

Exhibit A



<p>A7</p>	<p>8:00 AM - 12:00 PM 12:00 PM - 2:00 PM 2:00 PM - 5:00 PM</p>	<p> David R. Merrill, AIA</p>	<p>8:00 AM - 12:00 PM 12:00 PM - 2:00 PM 2:00 PM - 5:00 PM</p>	<p>Floor Plan</p>	<p>Veazie Senior Center John R. Graham School Veazie, Maine</p>
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## **BASWG Intern Project Brainstorming Session**

**09/25/2012**

Attendees: Phil Ruck, Gretchen Heldmann, Jeff Allen

We came up with the following ideas; please prioritize them in the order of which you think is most important to do/focus on, with the number 1 being highest priority:

\_\_\_\_\_ Storm Drain Stenciling, Curb Stamps, Door Hangers – Interns could perform each of those tasks in designated neighborhoods of any city/town or nested.

\_\_\_\_\_ GPSing features – while this is mostly done for mostly everyone at the moment, the new permit may require collection of additional features. For folks that still need features GPSed under the current permit, if we were to get a few interns we could possibly split them into teams with different tasks (i.e. a combination of 2-3 of these ideas with 1-2 interns per idea)

\_\_\_\_\_ Presentations to classrooms and community groups – get back into the school classrooms and do more stormwater 101 education. This time, expand that to community groups such as Kiwanis, Rotary, Snowmobile Clubs, etc. Doing that would most likely involve evening meeting presentations.

\_\_\_\_\_ Do a study and come up with a whole new Education & Outreach strategy we have not even thought of – there may be something else we cannot even think of because we are not the target audience. Keep the study in line with social media guidelines.

\_\_\_\_\_ There was a presentation a while back by capstone students regarding evaluation of the BASWG website, Facebook, and Twitter presences. We believe they had some recommendations. An intern could implement those recommendations. To take it a step further, the intern could work with individual permittees on their own websites to improve the individual website presences/info.

In addition, when planning for any of these, we need to factor in supervisory and training time and costs. We will look into grants for the interns and the supervisory costs. There are potential opportunities to work with MEANG or G.E. for that. If we get an idea of what BASWG wants to focus on, we can then go further with developing budget ideas and going after grants.

## **BASWG Meeting Minutes**

September 13, 2012

9:00 am – 11:30 am

City Council Chambers, Town Office, Old Town, Maine

**Attendees:** Bob Osborne, Gretchen Heldmann, Tracy Drew, Doug , Phil Ruck, Chris Brewer, Tyler Collins (EMDC), Wynne Guglielmo, John Cronin, David Ladd, John Murphy, Jeff Allen, Chris Brewer. Paul Nicklas. Guest: Alex Rosenberg, EPA Region 1. Facilitator: Brenda Zollitsch.

### **Welcome**

Bob O. called the meeting to order. The members of the group introduced themselves.

### **Time of Remembrance for Mark Ward**

BASWG Member Mark Ward (former chair of the BASWG Education and Outreach Committee) was remembered with a photograph and sharing of memories among members of the group. Mark was an appreciated member of the group, whose contributions were recognized as greatly valued by BASWG members. Mark Ward passed a few weeks before the meeting.

### **Organizational Business**

- John M. made the motion and Gretchen H. seconded the motion to accept the BASWG revised July and August meeting minutes as presented.
- The group was reminded that there was a BASWG orientation session following the day's meeting from 12-1 pm.
- Stormwater Steward is still in the process of being disconnected from Pinnacle. Chair of the Database Task Force, Gretchen H., requested access to the BASWG's legal funds to pay for Tony Pelligrini (who originally drafted the agreement between Pinnacle and BASWG) to help create the new documentation. The group agreed that any request for legal funding, once an estimate was received, should be sent to the BASWG Executive Committee for approval. Bob O. made a motion that the Executive Committee was given permission to approve up to the full amount of the BASWG's legal line item in the annual budget. The motion was seconded by Jeff A. The motion passed unanimously.

### **Announcements:**

- The GrowSmart Conference will be held on October 23<sup>rd</sup> at the Augusta Civic Center.
- Children's Water Festival will be held on October 9<sup>th</sup>. Kathy H. will assist in manning the booth. A request for additional volunteers will be circulated by Chris B.
- There will be salt management focus groups in late September/Early October as part of the WRII grant process.
- DEP will be holding a salt management conference (lecture style) in November.
- The Suitability of Development SPO/NEMO project will be arranging meetings to present the project results and conduct real-time feedback through keypad voting in the coming month. They will be contacting municipalities to arrange these sessions.

### **Internship Planning**

The Internship Planning Task Force will meet on Tuesday, September 25<sup>th</sup> at 1 pm. Others are welcome. Currently, Phil R, Scott W., Jeff A., and Gretchen H. will be attending the planning session to identify needs and review options to share with the larger group.

### **PY4 Approval**

- Brenda Z. presented the draft PY4 Regional SW Report. The report is due September 15<sup>th</sup>. The report is complete, with the exception of some small edits to Phil R's section, which he will send tomorrow.
- The group wanted to make sure that the E&O matrix reflected that the work done as a regional effort was clearly indicating that the requirement was met by all parties. Chris said he would make a check next to each member for each regional activity.
- Wynne G. made a motion to approve the PY4 Report for submission to DEP. Gretchen H. seconded the motion. The group approved the motion by unanimous vote.

### **DEP Update and Communications with the DEP Commissioner**

- The group is very upset that the meeting with David Ladd at DEP tomorrow has been canceled.
- Members want the Commissioner's Office to know that they have deep concerns about the current lack of communication and lack of MS4 involvement in the review process.
- The group is making a formal, group statement about these concerns in the form of a written letter to Commissioner Aho. Gretchen H. will re-craft the letter that was sent to David to be resent to Commissioner Aho requesting that a "grassroots" process be maintained for the discussion of new permit language and that this process be expedited to ensure permit passage prior to the release of new EPA requirements. The focus of the letter will be on the fact that this has been a good process in the past, request for continued inclusion in the process, a place at the table and implementability. BASWG members are fine with the process involving the Commissioner's office, but want to deal with DEP, not EPA directly.
- Gretchen H. and Paul N. will come up with some template language for individual MS4 letters to the Commissioner, with the goal of having the Commissioner's office receive a large number of requests for a different process and timeline.
- Brenda Z. will see if the letterhead that Allan T. sent her can be reformatted, instead of the PDF version Gretchen has been working with.
- Brenda Z. will connect with Tamara Lee Pinard (ISWG) about the plans of the BASWG with regard to letter writing.
- In group discussion about the new permit, the BASWG members discussed the possibility that new permit language will likely include some requirement for a funding mechanism to be in place by June 2018. The group questions whether or not it is legal to require this. They also have major concerns about potential IDDE-related GIS mapping requirements.
- City of Bangor is now being asked to take an integrated approach with its stormwater, wastewater and CSO programs. This is a new idea for EPA and Bangor is one of the first in EPA Region 1 to be asked to take this approach. This is very stressful for the City of Bangor.



- City of Bangor is meeting directly with Commissioner Patty Aho about this integrated approach. If others want to set up meetings with her, contact her assistant Lynn B. at 207-287-2812.

### **Education and Outreach**

- E&O Committee is down to three BASWG members and Chris B. The committee needs a major influx of membership and energy to continue its work. It lost a lot of its members due to members leaving.
- New members need to be added, or there will have to be some new requirements for rotating service on the committee among the BASWG's member organizations.
- There need to be 6-8 committee members to meet the work needs,
- The meetings are being changed to every 6 weeks instead of every 4 weeks to reduce the work load on members (but still complete the work to be done).
- Members will be asked to identify other committee members by the October BASWG meeting.
- DEP will request that Jana Wood serve on the committee on behalf of the DEP/Dorothea Dix complex.
- Jami Fitch of the Cumberland County Soil and Water Conservation District will be joining us for our October BASWG meeting, to share what the ISWG is doing and talk about the Urban Runoff.
- Bus signs were placed on the BAT busses on June 27, 2012.
- Brenda Z. has written a grant for BASWG to the Coastal Communities Grant Program of the Maine Coastal Program requesting funding for a three-component public engagement project: 1) "anytime" stream clean-up program, 2) streamside willow plantings, and 3) enhanced neighborhood stenciling projects. The application will be submitted on time for the September 17<sup>th</sup> deadline.
- Additional funding opportunities may include Wells Fargo/NSF.

### **Regional Stormwater Utility**

Phil R. and Steve K. will provide a draft agenda for the public outreach meeting and a draft timeline for stormwater utility planning at the October BASWG meeting. In this exploratory phase, the goal is to discuss needs and possibilities for utilities in the region, not to work on specific aspects of creating utilities. No decision has been made to pursue the creation of a utility, except by the City of Bangor, which has approved a new utility.

### **Regional Inspections Training**

Phil R. is coordinating three inspections training sessions (likely held in the morning for approximately two hours each)

### **BASWG Orientation Rescheduled:**

The BASWG orientation was canceled due to a lack of new members available to attend. Brenda Z. will send a doodle to new members to find a time most can attend.

**October BASWG Meeting**

The next BASWG meeting will be held October 11th from 9:00 am – 11:30 pm. Location may be either City of Old Town or City of Brewer (TBD).

**Meeting Adjournment:**

The meeting adjourned at 11:40 am.



# CERTIFICATE OF LIABILITY INSURANCE

RJDAPPR-01

BSMITH

DATE (MM/DD/YYYY)

9/19/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> United Insurance - Pittsfield P.O. Box 279 Pittsfield, ME 04967		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (207) 487-5167 FAX (A/C, No): (207) 487-3006 E-MAIL ADDRESS:		
<b>INSURED</b>  RJD APPRAISAL INC. PO Box 99 Pittsfield, ME 04967		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A: Citizens Insurance Co of America		31534
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			OBP8805035	10/23/2011	10/23/2012	EACH OCCURRENCE \$ 2,000,000
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COM/POP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	SCHEDULED AUTOS						
	NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Municipal Appraisals  
Performance bond: \$76,000

**CERTIFICATE HOLDER****CANCELLATION**

Town of Veazie  
1084 Main St  
Veazie, ME 04401

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Bond Number: **10009276**

KNOW ALL MEN BY THESE PRESENTS: That **R J D APPRAISAL, 56 SIBLEY POND ROAD, Pittsfield, ME 04967**, as Principal hereinafter called contractor, and **AMERICAN CONTRACTORS INDEMNITY COMPANY, 601 S. Figueroa Street, Suite 1600, Los Angeles, CA 90017** as Surety, hereinafter called Surety are held and firmly bound unto **TOWN OF VEAZIE, 1084 MAIN STREET, VEAZIE, ME 04401** called Obligee, in the amount of **SEVENTY SIX THOUSAND AND 00/100 (\$76,000.00)** for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated **9/10/2012** entered into a contract with obligee for **MUNICIPAL APPRAISALS, VEAZIE, MAINE**, in accordance with drawings and specifications prepared by , which contract is by reference made part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Obligee.

Whenever Principal shall be, and declared by Obligee to be in default under the Contract, the Obligee having performed Obligee's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Obligee elects, upon determination by the Obligee and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Obligee, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph shall mean the total amount payable by Obligee to Principal under the Contract and any amendments thereto, less the amount properly paid by Owner to Principal.

Any suit under this bond must be instituted before the expiration of one (1) year from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

Signed and sealed this **14th** day of **September, 2012**.

**R J D APPRAISAL**

By Robert Dupree  
Principal

**AMERICAN CONTRACTORS INDEMNITY COMPANY**

By Heidi Rodzen  
Heidi Rodzen, ATTORNEY-IN-FACT

Nancy Castorgney

## POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"); do by these presents make, constitute and appoint:

**Robert E. Shaw, Jr., Heidi Rodzen, or Joline L. Binette of Lewiston, Maine**

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** \*\*\*\*\*Three Million\*\*\*\*\* **Dollars (\$ \*\*3,000,000.00\*\*).**

This Power of Attorney shall expire ~~without~~ further action on March 18, 2015. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 3<sup>rd</sup> day of October, 2011.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By:

Daniel P. Aguilar, Vice President

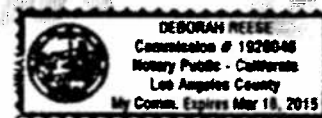
State of California

County of Los Angeles SS:

On this 3<sup>rd</sup> day of October, 2011, before me, Deborah Reese, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature Deborah Reese (Seal)



I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 14<sup>TH</sup> day of SEPTEMBER, 2012

Corporate Seals

1000927626

Bond No.

Agency No. 11518



Jeannie Lee, Assistant Secretary



## Penobscot Energy Recovery Company

P.O. Box 160 • 29 Industrial Way  
Orrington, Maine 04474  
(207) 825 - 4566

ESOCO ORRINGTON, LLC.  
Plant Operator

### MEMORANDUM

TO: PERC Charter Municipalities

FR: Gary Stacey, Plant Controller *GS*

Date: October 9, 2012

Subject: 4th Quarter 2012 Tipping Fee for Charter Municipalities

The tipping fee for the 4<sup>th</sup> quarter of 2012 (Oct., Nov., Dec.) **will be \$74.00 per ton.** This figure is based on our best estimate of expected waste deliveries and pass-through costs for the 4<sup>th</sup> quarter of 2012, **plus an adjustment (reconciliation) for actual performance in the 3<sup>rd</sup> quarter of 2012.**

Calculations for the 4<sup>th</sup> quarter tipping fee include a negative (decreased expense) adjustment carried over from the 3<sup>rd</sup> quarter of \$4,512. The major components in the adjustment from the prior quarter were due to:

- 1) Total MSW deliveries being below the estimated amount by 1,351 tons (82,000 estimated vs. 80,649 actual)
- 2) Charter MSW deliveries being below estimated deliveries by 2,295 tons (52,000 estimated vs. 49,705 actual)
- 3) Charter share of disposal costs was below estimates by \$16,724

PERC will be forwarding detailed information relating to the 4<sup>th</sup> quarter tipping fee calculations to the Municipal Review Committee for their review and approval.

If you have any questions about the quarterly tipping fee, your town's billing, or your contract, please call Gary Stacey at 1-800-698-0859 ext.117.

■ 40 Harlow Street  
■ Bangor, ME 04401-5102



800-339-6389  
207-942-6389 ■ Voice  
207-942-3548 ■ Fax  
glounder@emdc.org ■ E-mail

## MEMORANDUM

TO: MRC Membership  
FROM: Greg Louder   
DATE: October 17, 2012  
RE: Regular Meeting of MRC Board of Directors – October 24, 2012

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### Upcoming Meeting

Please find enclosed an agenda for the upcoming meeting of the MRC Board of Directors to be held at Eastern Maine Development Corporation on October 24, 2012 starting at 10:00 a.m. 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 Louder at 800-339-6389 or 942-6389 if you plan to attend.

### What's New

#### MRC Reaches Agreement with PERC Partners Regarding 2011 GAT Shortfall Penalty

MRC is pleased to report that agreement in principle has reached with the PERC's Private Partners regarding the 2011 GAT shortfall experienced by some Charter Municipalities. Information made available by MRC members regarding waste hauling practices was instrumental in supporting a successful outcome for the Charter Municipalities. We expect to have an agreement finalized by October 24, 2012, at which time we can make available all key terms. Note that MRC members who delivered less than GAT in 2011 will be responsible to pay their pro rata share of the shortfall payment.

#### Application to Permit Disposal of Unprocessed MSW at the Juniper Ridge Landfill

The State of Maine and Casella Waste Systems have submitted an application to seek a change to their solid waste license to allow the disposal of unprocessed MSW at the Juniper Ridge Landfill (JRL). MRC understands that the new MSW proposed to be accepted at JRL would be sourced from southern Maine communities that historically delivered the MSW to the Maine Energy Recovery Company in Biddeford (Maine Energy), which may be closed permanently in connection with the proposed change at JRL. PERC is also actively working to secure arrangements for delivery of MSW displaced by the closure of Maine Energy to PERC. MRC plans to participate in both the PERC MSW procurement effort and the JRL application review process to ensure that the short and long term interests of the Charter Municipalities are considered.

**PUBLIC MEETING - PLEASE POST**  
**MUNICIPAL REVIEW COMMITTEE, INC. (MRC)**  
**BOARD OF DIRECTORS MEETING**  
**Eastern Maine Development Corp. 40 Harlow Street, Bangor, Maine**  
**October 24, 2012**  
**10:00 AM**  
**AGENDA**

1. 10:00 AM - Call to Order
2. Consideration of Minutes of August 1, 2012 Regular Board of Directors Meeting and the August 20, 2012 and September 28 Special Board of Directors meetings
3. Consideration of Financial Statement & Bills Payable thru September 30, 2012
4. Consideration of amendments to the MRC Investment Policy
5. Fourth Quarter 2012 Tipping Fee Calculation
6. PERC Facility Operations Report – Peter Prata, PERC Plant Manager
7. Charter Municipality Asset Management Report – Custody Account, Tip Fee & Operating Budget Stabilization Funds, LP Interest/Bond Prepayment & 4th Quarter Cash Distribution
8. Consideration of allocation basis of pro rata share of 2011 penalty payment for Charter Municipalities MSW deliveries below GAT in 2011.

Lunch

9. Administrative Report – Trends in MSW Deliveries, Juniper Ridge Capacity Report, Slate of Nominees for Annual Election of Directors, 2012 MRC Annual Meeting/2013 meeting schedule, discussion with MRRA long term recycling, status of the Juniper Ridge Landfill application to accept unprocessed MSW
10. Executive Session per 1 M.R.S.A. §405(6) (e) Discussion with legal counsel concerning legal rights and duties over certain contract matters related to potential negotiations with the PERC Partners.
11. Adjourn

**Members are welcome. Please call ahead 800-339-6389 or 942-6389 if you plan to attend.**





**TOWN OF VEAZIE**  
1084 Main Street  
Veazie, Maine 04401-7091  
tel:(207) 947-2781 fax:(207) 942-1654



October 15, 2012

Veazie Town Council  
Joe Hayes  
Town Manager

The Town of Veazie Appeals Board will hold a public hearing October 29, 2012, at 6:30pm in the Council Chambers, 1084 Maine Street, Veazie. .

In accordance with Section 15.11.02.04.02 of the Veazie Land Use Ordinance, this letter is being sent to notify you that a public hearing has been scheduled for the application described below. You have the right to attend the public hearing, and ask questions and make comments about the application; however, you are not required to attend the hearing.

The hearing concerns the following:

Paul Woodcock  
15 May Street  
Veazie, ME 04401-7091

Request for variance under Section 15.11.02.01.03 disability variance from the property line line setback from ten feet to five feet to allow construction of garage.

**HEARING DATE AND PLACE:**

Monday October 29, 2012

6:00 P.M.

Council Chambers, Veazie Town Hall

1084 Main Street

Veazie, Maine 04401-7091

If you should have any questions concerning this hearing, please contact John Larson, Code Enforcement Officer, at 207-947-2781.

Sincerely,

*John Larson*

John Larson

**TOWN OF VEAZIE**  
1084 Main Street  
Veazie, Maine 04401-7091  
tel:(207) 947-2781 fax:(207) 942-1654



October 11, 2012

Dear Property Owner:

The Town of Veazie Appeals Board will hold a public hearing October 29, 2012, at 6:00pm in the Council Chambers, 1084 Maine Street, Veazie. .

In accordance with Section 15.11.02.04.02 of the Veazie Land Use Ordinance, this letter is being sent to notify you that a public hearing has been scheduled for the application described below. You have the right to attend the public hearing, and ask questions and make comments about the application; however, you are not required to attend the hearing.

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Monday October 29, 2012  
6:00 P.M.

Council Chambers, Veazie Town Hall  
1084 Main Street  
Veazie, Maine 04401-7091

If you should have any questions concerning this hearing, please contact John Larson, Code Enforcement Officer, at 207-947-2781.

Sincerely,

*John Larson*

John Larson  
Code Enforcement Officer  
Town of Veazie



October 10, 2012

***Certified Mail  
Return Receipt Requested***

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

***Re: Time Warner Cable Internal Restructuring***

Dear Town Manager Reed:

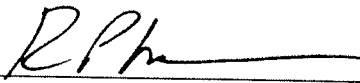
We wrote to you earlier this year about an internal reorganization whereby the cable system operations of Time Warner Cable will be conducted through seven regional entities designed to simplify management reporting and create a more geographically rational structure. We are pleased to advise that the transaction closed on September 30, 2012 and Time Warner Cable Northeast LLC now directly owns the cable system in your community, and will abide by the terms of all relevant cable franchises, subject to applicable law.

As explained in the prior correspondence, this internal transaction will have absolutely no impact on our cable system, its operations or our local staff or management. In particular, there will be no change in our commitment to provide our customers with the best variety and quality in entertainment and information services, all at competitive rates and with excellent customer care.

We look forward to continuing to serve our customers in your community. As always, if you have any questions or concerns about this or any other matter, please contact me at [rory.whelan@twcable.com](mailto:rory.whelan@twcable.com) or (518) 640-8569.

Sincerely,

**TIME WARNER CABLE INC.**

By:   
Rory Whelan  
Regional Vice President, Government Relations



October 1, 2012

Dear Town/City Official,

We are writing to you as part of our ongoing efforts to keep you apprised of developments affecting Time Warner Cable customers in your community.

Time Warner Cable's agreements with programmers and broadcasters to carry their services and stations routinely expire from time to time. We are usually able to obtain renewals or extensions of such agreements, but in order to comply with applicable regulations, we must inform you when an agreement is about to expire. The agreements with the programmers/broadcasters on the list below are due to expire soon and we may be required to cease carriage of one or more of these services/stations in the near future.

American Life, BBC America, BBC America HD, Cooking Channel SD& HD, Current TV, DIY SD&HD, Encore, Encore HD, Encore Action E&W, Encore Drama E&W, Encore Love E&W, Encore Suspense E&W, Encore Family, Encore Westerns E&W, Food Network, Go! TV, Go! TV HD, Great American Country, GSN, GSN HD, Indi Plex, Music Choice, NECN, NHL Networks, NHL Network HD, NHL Center Ice Package, Retro Plex, Sprout, Starz! SD & HD, Starz Cinema E&W, Starz Comedy SD & HD, Starz Edge E&W, Starz Edge HD, Starz in Black E&W, Starz Kids and Family E&W, Starz Kids and Family HD, WBGR, WSHM-LP

Please note, some channels listed may not be available in your service area. Please consult your local listings for more details at: [www.timewarnercable.com/northeast](http://www.timewarnercable.com/northeast).

***Starting on or about 10/17/2012, C-span, Discovery Fit & Health, EWTN, Golf Channel, Lifetime Movie Network, OWN and truTV will be delivered in digital format. These channels will remain in your existing package, however they will only be viewable with a digital set-top box, Digital Tuning Adapter or CableCARD\*. This will not affect any TVs you currently have connected to a digital set-top box. Below are the channels by area.***

***Aroostook County - C-SPAN, EWTN, Golf Channel and OWN.***

***Athol – C-SPAN, EWTN, Golf Channel and Lifetime Movie Network.***

***Bangor and Sebago – C-SPAN.***

***Berlin - C-SPAN, Discovery Fit & Health, EWTN, Lifetime Movie Network and OWN.***

***Conway, Middleton and Plymouth – C-SPAN, EWTN, and truTV.***

***Cumberland and York County - C-SPAN, EWTN, Golf Channel, Lifetime Movie Network and OWN.***

***Keene – C-SPAN, Discovery Fit & Health, Lifetime Movie Network and OWN.***

***Littleton – C-SPAN and truTV.***

***Fox Business will move from Digital Basic to CPST in Digital format and Fox Movie Channel will move from TWC Movie Pass to Digital Basic, on or around 10/31/2012.\*\****