



Veazie Town Council

Regular Meeting

March 11, 2013 at 6:30 PM

AGENDA

- ITEM 1.** Call to Order
- ITEM 2.** Secretary to do the Roll Call
- ITEM 3.** Pledge of Allegiance
- ITEM 4.** Consideration of the Agenda
- ITEM 5.** Approval of the February 25th, 2013 Council Meeting Minutes
- ITEM 6.** Public comments

New Business:

- ITEM 7.** Penobscot River Restoration Committee
- ITEM 8.** Public Works presentation
- ITEM 9.** Fire Department contract
- ITEM 10.** Community Center Redevelopment Committee

Old Business:

- Item 11.** MMA's Legislative Policy Committee Appointment
- Item 12.** Community Center Lease Agreement
- Item 13.** Manager's Report
- Item 14.** Comments from the Public
- Item 15.** Requests for information and Town Council Comments
- Item 16.** Review & Sign of Town Warrant Payroll #19 and AP Warrants #18
- Item 17.** Adjournment

Joseph Friedman
1 Veazie Villas
852-0933

Jonathan Parker
1149 Buck Hill Dr.
947-4740

Brian Perkins
1116 Chase Rd.
942-2609

Tammy Olson
5 Prouty Drive
947-9624

Chris Bagley
16 Silver Ridge
907-4820

**Town of Veazie
Town Council Meeting Minutes
02/25/2013**

Members Present: Chairman Tammy Olson, Councilor Chris Bagley, Councilor Brian Perkins, and Councilor Jonathan Parker. Interim Town Manager Mark Leonard, Secretary Julie Strout, Tax Assessor Ben Birch, Fire Chief Gerry Martin and various members of the public.

Members Absent: Councilor Joseph Friedman

Item 1: Call to Order

Chairman Tammy Olson called the meeting to order at 6:30 p.m.

Item 2: Secretary to do the roll call

Councilor Joseph Friedman was absent

Item 3: Pledge of Allegiance

Item 4: Consideration of the Agenda

Manager Mark Leonard wanted to change Item 8 to include the discussion on the Roger's Mobile Home Park and to discuss the meeting that Assessor Birch and Manager Leonard had with Steve Moore from the Graham Senior Housing.

Item 5: Approval of the February 11th, 2013 Council Meeting Minutes

Councilor Brian Perkins made a motion, seconded by Councilor Chris Bagley to accept the February 11th, 2013 meeting minutes as amended. Voted 3-1-0. Councilor Jonathan Parker abstained. Motion carried.

Item 6: Public comments

Resident Frank St. Louis had a few questions regarding the Roger's Mobile Home Park situation. How did they arrive at the lease price for the property? Who paid the taxes on the property that is going to be leased? How long is the lease? Assessor Ben Birch stated that he would answer these questions during Item 8.

New Business:

Item 7: Fire Department Presentation.

Fire Chief Gerry Martin discussed his report with the Councilor's. The Councilor's would like Chief Martin to look into using Voc. Tech. students as live in firefighters. He will see what the guidelines are for housing these students and if our facility would meet the requirements. Manager Leonard has

done some research and will look into grants that might be available for this program. Chairman Olson agreed with using the student program and she recommends that Chief Martin or Manager Leonard call the surrounding towns to see if they have any ideas that would help.

Item 8: Follow up discussion with Tax Assessor, Ben Birch.

Tax Assessor, Ben Birch discussed the issue with Roger's Mobile Home Park on Main and Flagg St. The mobile home that is on Map 10 Lot 82, which is partially on town land. On Wednesday, Feb. 5th, Assessor Birch and Manager Leonard met with Mr. Hathaway to discuss the issues and to answer questions he may have regarding Assessor Birch's letter he sent him on January 29, 2013. Assessor Birch told Mr. Hathaway that he told the council during the November 5, 2012 Council Meeting, that he felt a legal survey should be done to determine whether or not an encroachment, if any, has occurred. Mr. Hathaway stated his plea for not having an encroachment is (1) the longevity of the park in existence for more than 60 years, (2) road construction projects that have altered the right of ways and (3) he is complying with Alan Thomas's letter dated August 11, 1996. Mr. Thomas wrote that Rogers Mobile Home Park is a legally existing nonconforming use under the Veazie Land Use Ordinance. In addition, it is also currently licensed by the State of Maine for three mobile home sites. Mr. Hathaway's State license is still current and there are no violations. Assessor Birch can verify that Mr. Hathaway was assessed for the land on Map 10 Lot 82 and the taxes for the individually owned trailers are assessed to the individual owners. The outstanding concern to be resolved is whether or not Mr. Hathaway should pay the Town of Veazie rent for the trailer that appears to be located within the town right of way. As staff recommendation, Assessor Birch felt the best resolve would be to agree to the fact that the third trailer appears to be sitting on the right of way and pose the Council to consider leasing the right to keep the trailer at its present location. Mr. Hathaway was in agreement with this recommendation. Assessor Birch would suggest the Town of Veazie lease the right to use the Right of Way to Mr. Hathaway annually for \$32.79 or monthly for \$2.73 for as long as Rogers Mobile Home Park is licensed by the State of Maine and that the nonconforming opinion granted by Veazie's Code Enforcement Officer remains in effect.

To answer Mr. St. Louis's questions from Item 6. Who pays the taxes for the land? No one is paying taxes for the land because it's exempt. It's whether or not the town wants to enter into a lease agreement, to have Mr. Hathaway reimburse the town for just the right to set his trailer in the right of way. The space of the rental fee only includes the ground under the mobile home unit. How long would the lease be in effect? Up to the point in time where the state license is removed or at that point of time the council wants to revoke Allan Thomas's grand fathered clause.

Councilor Perkins had a question between ownership and right of way. On the .13 acres, the tip of that triangle, no taxes were paid on that for how long? Assessor Birch stated that the homeowner has been paying taxes on lot 82 but

not paying taxes for the ground where mobile home #3 is setting which is the actual right of way land. Councilor Perkins wanted to know how do we think that the people of Veazie feel about someone collecting rent for a piece of property and not paying any taxes on it and saying they own it but they don't need to pay any taxes on it. Assessor Birch's recommendation is to have the Council direct Manager Leonard to contact Attorney Thomas Russell or MMA to ask for legal council to see what the ramifications are in this case.

Assessor Birch and Manager Leonard met with Steve Moore to discuss that the town should only pay the \$500.00 not the \$5000.00 annually. Mr. Moore agreed to accept the \$500.00. Councilor Brian Perkins made a motion, seconded by Councilor Chris Bagley to accept the recommendation or opinion of Attorney Thomas Russell and that we authorize Manager Leonard to enter into negotiations for the purpose of budgeting for next years lease of the senior citizen community space. Manager Leonard stated that he didn't think it was our responsibility to enter into an agreement because we have a lease signed until 2021 for \$500. Councilor Brian Perkins withdrew his motion. Chairman Tammy Olson made a motion, seconded by Councilor Chris Bagley to accept Attorney Thomas Russell's opinion letter regarding the nonexclusive lease agreement. Voted 3-0-1. Councilor Jonathan Parker abstained. Motion carried. Councilor Brian Perkins asked the question on what do we want to do about the past payments that were made to Mr. Moore. Chairman Tammy Olson stated that even though we chose not to do something tonight, doesn't mean it can't be brought up again at a future meeting.

Item 9: Approval of the Community Center Building Lease.

Councilor Jonathan Parker made a motion, seconded by Councilor Chris Bagley to have Manager Hayes sign the new Community Center lease with the only major change being the rent money going from \$300.00 to \$425.00 a month as presented in Item #9. Councilor Parker amended his motion to state Manager Leonard not Manager Hayes. Discussion: Councilor Perkins has one concern that this lease is short term and that it states 6 months and in the past it has been a 12 months lease. He feels that anyone doing business would typically be looking for more than 6 months. His problem is that it doesn't sound like Mr. Kennedy and Manager Leonard have come to an agreement yet. Chairman Olson would argue that a town could present a lease as a take it or leave it, if the town is the landlord, the town can make that decision. Chairman Olson's concern is that we haven't talked to the Community Center Committee and we have heard that they might be ok with one year and this stated 6 months and it's a 5 page document that she just got tonight. Councilor Parker stated that the Manager has talked with Mr. Don McKay and he was comfortable with 1 year. Manager Leonard stated he did talk with the Mr. Don McKay, he will have a more formal meeting on Wednesday, February 27th. Mr. McKay did not feel comfortable going more than a year. Manager Leonard's initial presentation with Mr. Kennedy was a year at \$500.00, he could not financially afford that increase that's why

Manager Leonard negotiated the 6 month at \$425.00 and then in 6 months knowing it would go up to \$500.00 with the removal of the cleaning supplies and janitorial needs, cleaning services and phone services. Chairman Olson stated that could be in a one year lease. Manager Leonard feels comfortable saying that Mr. Kennedy didn't want to go with a year to year lease and wanted a 3 year lease.

Voted 2-2-0. Councilor Perkins and Chairman Olson were opposed. Motion not carried. Chairman Olson would like to discuss this at the next meeting so she can review the document and think about the liability issue. Manager Leonard will call MMA to ask about liability issues with snow removal at the community building. Councilor Perkins would like for Manager Leonard to invite Mr. Kennedy to the next Community Center Redevelopment Meeting so they can come up with an agreement that will meet everybody's needs.

Item 10: Manager's Report

Manager Mark Leonard reviewed his report with the councilors.

Item 11: Comments from the Public

Citizen Frank St. Louis had a question on the dam.

Citizen Karen Walker wanted to know why the meeting that was scheduled with the large land owners was cancelled. Manager Leonard stated that Attorney Thomas Russell ended up not being available and it will be rescheduled.

Item 12: Requests for Information and Town Council Comments.

The next presentation will be with the Public Works Department

Item 13: Review & Sign of Town Payroll Warrants #18 & AP Warrants #17 and #17A.

The warrants were circulated for signatures.

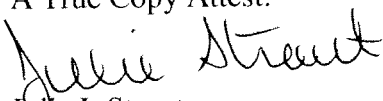
Item 14: Adjournment

Councilor Jonathan Parker motioned to adjourn.

Councilor Chris Bagley seconded. No discussion. 4-0

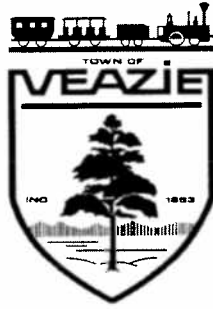
Adjourned at 8:15pm.

A True Copy Attest:



Julie L Strout

Deputy Town Clerk



Public Works Mission Statement

The mission of the Veazie Public Works Department is to provide the citizens with the best service in the most cost effective manner. We will enhance the quality of life through sound management and teamwork while we provide dependable and quick response to the needs of the community.

CONTACT INFORMATION

Mailing Address:
1084 Main Street Veazie Me 04401

Phone: 207-478-9760
Fax: 207-942-1654

Email:
dennisfarnhamjr@yahoo.com



VEAZIE PUBLIC WORKS DEPARTMENT REPORT

Some of the projects that we are working on:

1. We have been working on cleaning up the cemetery compost site. We did find out that we do not need a permit for our site, but we do need to try to haul some of the product away. We also need to construct a berm around the edge. The product that is on site can be used to construct this. It was also suggested that we turn in our permit for the old compost site that is no longer being used, and DEP would like to see us work with the land owner on cleaning it up. When done they would like to come back and inspect the site.
2. We have finally gotten the Maine residential lamp recycling program working. We have received all the boxes from the Veolia Company and when full we send them back through Fed Ex. This program is free for us. We have set this program up for the school to use as well.
3. We will be working with the conservation committee on keeping the trails mowed and the trees trimmed back. We also have work to do on some of the bridges that are located on our trail system. When weather permits we will begin the inspection process and see what can be done to repair and or replace them.
4. We have been working with CES on our storm water compliance. It was found that we had not been inspecting outfalls as we should have been. We will be inspecting them now on a quarterly basis, and we need to clean our catch basins on a yearly basis. We will be cleaning our catch basin this April with Philip's service. We have changed when we do this until spring time, so that we can clean up the material that may be collected throughout the winter.
5. We are still planning on doing the Veazie clean up day around May. From the response of the town's people this is something that they would like to keep doing.
6. We have worked very hard on our cemetery records in getting them up to date and organized. As part of this project we organized how many flags, and flowers we need to take care of and where they need to be placed. This will be helpful for budgeting

VEAZIE PUBLIC WORKS DEPARTMENT

REPORT Continued:

Some projects that we need to take care of:

1. Painting the town office complex and cleaning up the community building and painting there as well.
2. A program that replaces our street signs for free. This is a grant program through the government which is already in progress
3. A few bigger projects that we will be addressing with Lou Silvers Construction.
 - a. Replacing the catch basin on Wedgewood and Sunset.
 - b. The replacement of another catch basin on Birchwood.
4. Maintenance at the cemetery. We need a lot of trees taken down that are rotten and are ready to fall down. We need to take care of the lawn damage due to the grubs.

Things that I will be responsible for:

1. Maintenance on the school playground.
2. Working with the rec department on taking care of the recreation fields.
3. Maintenance of the town office, police department, and fire department.
4. Burials at the cemetery.
5. Cleaning catch basin and inspecting them on a yearly basis.
6. Universal waste clean up once every three months instead of every month
7. Maintenance of pot holes.
8. Nuisance mowing and weed whacking.
9. Maintenance on all street signs and post

VEAZIE PUBLIC WORKS DEPARTMENT REPORT Continued:

We are in the process of changing the budget in that we are taking away from some areas and adding to others. We are cutting back and reorganizing it.

In conclusion we have a few big projects to work on and a restructure of the department I look forward to being part of it, working with all departments and the contractors that we bring in to town.

If you have any question please feel free to call anytime, at 478-9760. If you have any suggestion or any concerns I look forward to hearing them.

Respectfully Submitted,

Dennis Farnham

COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE TOWN OF VEAZIE AND THE ORONO FIREFIGHTERS ASSOCIATION

ITEM # 9

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ITEM #

COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE TOWN OF VEAZIE AND THE ORONO FIREFIGHTERS ASSOCIATION

ARTICLE 1 – DEFINITIONS

Call In, Emergency: A page for a fire, rescue or first responder unit occurring at a time when an employee is not otherwise on duty.

Call In, Non-Emergency: A request by the Fire Chief that an employee work, in situations other than those that qualify as an emergency call in, at a time when the employee is not otherwise on duty, such as providing storm coverage.

Day: Unless explicitly stated otherwise, a calendar day.

Employee, Full Time: A person employed by the Town for at least thirty-seven and one-half (37.5) hours per week on a continuing basis as a firefighter, fire company officer or emergency medical technician and who is a public employee as defined by 26 M.R.S.A. § 962(6). Specifically, this term does not include the Fire Chief, Assistant Fire Chief, part time, on call or probationary employees or other personnel excluded from the coverage of 26 M.R.S.A. § 962(6).

Employee, On Call: A person employed by the Town on a call or as needed basis as a firefighter or emergency medical technician and who is a public employee as defined by 26 M.R.S.A. § 962(6).

Employee, Part Time: A person employed by the Town for less than thirty-seven and one-half (37.5) hours per week on a continuing basis as a firefighter or emergency medical technician and who is a public employee as defined by 26 M.R.S.A. § 962(6).

Employee, Probationary: A person employed by the Town for at least thirty-seven and one-half (37.5) hours per week on a continuing basis as a firefighter or emergency medical technician and who is a public employee as defined by 26 M.R.S.A. § 962(6) but who has not been continuously so employed for at least six (6) months.

Fire Chief: The Chief of the Veazie Fire Department or, in his or her absences, the Assistant Chief or other designee.

Fire Company Officer: An employee of the Town's Fire Department who is a command officer of the rank of Lieutenant or Captain.

Grievance: Any dispute which may arise between the parties concerning the application, meaning or interpretation of this agreement.

Holiday: As defined in the Town of Veazie Code, Chapter 21, Personnel, section 21.10

Immediate Family: A spouse, parent, child, sibling, grandparent of an employee and others living in the household of the employee. For purposes of this definition, step and in-law relations are included.

COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE TOWN OF VEAZIE AND THE ORONO FIREFIGHTERS ASSOCIATION

1
2 *Probationary Period:* The first six (6) months of continuing employment by the Town for
3 an employee filling a full time position but who is not yet considered a full time
4 employee.

5
6 *Storm Coverage:* Staffing the fire station with personnel sufficient to respond to an
7 emergency call during severe weather conditions, thus enabling immediate response
8 when travel conditions may hamper the arrival of off duty employees.

9
10 *Town:* The municipality of the Town of Veazie located in Penobscot County, State of
11 Maine.

12
13 *Union:* Orono Firefighters Association, International Association of Firefighters, Local
14 3106, AFL-CIO-CLC.

15
16 *Work Year:* As defined in the Town of Veazie Code, Chapter 21, Personnel, section
17 21.02.

18
19 **ARTICLE 2 – RECOGNITION AND NONDISCRIMINATION**

20
21 Section 1: The Town recognizes the Union as the sole and exclusive bargaining agent
22 for the full time employees, as defined in Article 1, for the purpose of bargaining with
23 respect to wages, hours and working conditions.

24
25 Section 2: Employees covered by this agreement shall have the right to join the Union
26 or to refrain from doing so. No employee shall be favored by or discriminated against
27 by either the Town or the Union because of membership or non-membership in the
28 Union.

29
30 **ARTICLE 3 – CHECKOFF**

31
32 Section 1: Upon receipt of a signed authorization from each employee who is a
33 member of the Union, the Town, on each payroll date, shall deduct from each
34 employee's paycheck the Union membership dues and benefit premiums. Authorization
35 forms shall be supplied by the Union and shall be satisfactory to the Town. The form
36 signed by each employee shall specify the amount to be deducted by the Town for that
37 employee. An employee may revoke his or her authorization for deductions provided
38 for in this section upon sixty (60) days advance notice to the Town and the Union. The
39 Town shall remit biweekly in a single check to the Union, at such address as may be
40 directed in writing, the total amount withheld together with a list of employees for whom
41 deductions were made.

42
43 Section 2: The Union shall indemnify and save the Town harmless from any and all
44 claims arising out of any instance in which the Town, in reliance on any authorization

COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE TOWN OF VEAZIE AND THE ORONO FIREFIGHTERS ASSOCIATION

1 which shall have been furnished to it under the provisions of this article, has withheld
2 funds and forwarded same to the Union.

3
4 **ARTICLE 4 – PROBATIONARY PERIOD**

5
6 Each employee shall be considered to be a probationary employee during his or her first
7 six (6) months of continuous employment by the Town. During such probationary
8 period, the employment of such employee may be terminated with or without cause.

9
10 **ARTICLE 5 – WORK SCHEDULE**

11
12 Section 1: The Union acknowledges that with only two (2) full time employees and
13 significant reliance on part time call firefighters, the Town has a need for a great
14 flexibility in scheduling its full time employees.

15
16 Section 2: The Town acknowledges its full time employees' need to work a regular,
17 predictable schedule.

18
19 Section 3: The regular work hours for full time employees shall be not less than eighty
20 (80) hours per pay period.

21
22 [THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]
23

COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE TOWN OF VEAZIE AND THE ORONO FIREFIGHTERS ASSOCIATION

Section 4: The regular work schedule for full time employees shall be as follows:

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
					EMP 1: 7:00 a.m. – 5:30 p.m.	EMP 2: 7:00 a.m. – 5:30 p.m.
EMP 2: 7:00 a.m. – 5:30 p.m.	EMP 1: 7:00 a.m. – 5:30 p.m.	EMP 1: 7:00 a.m. – 5:30 p.m.	EMP 2: 7:00 a.m. – 5:30 p.m.	EMP 2: 7:00 a.m. – 9:00 p.m. EMP 1: 5:30 p.m. – 9:00 p.m.	EMP 1: 7:00 a.m. – 5:30 p.m.	EMP 1: 7:00 a.m. – 5:30 p.m.
EMP 2: 7:00 a.m. – 5:30 p.m.	EMP 2: 7:00 a.m. – 5:30 p.m.	EMP 1: 7:00 a.m. – 5:30 p.m.	EMP 1: 7:00 a.m. – 5:30 p.m.	EMP 2: 7:00 a.m. – 9:00 p.m. EMP 1: 5:30 p.m. – 9:00 p.m.	EMP 2: 7:00 a.m. – 5:30 p.m.	EMP 1: 7:00 a.m. – 5:30 p.m.
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EMP 1: 7:00 a.m. – 5:30 p.m.	EMP 1: 7:00 a.m. – 5:30 p.m.	EMP 2: 7:00 a.m. – 5:30 p.m.	EMP 2: 7:00 a.m. – 5:30 p.m.	EMP 1: 7:00 a.m. – 9:00 p.m. EMP 2: 5:30 a.m. – 9:00 p.m.		

PAY PERIOD 1:
EMPLOYEE 1 = 7 shifts x 10.5 hours (73.5 hours) + 2 shifts x 3.5 hours (7 hours) = 80.5 hours
EMPLOYEE 2 = 5 shifts x 10.5 hours (52.5 hours) + 2 shifts x 14 hours (28 hours) = 80.5 hours

PAY PERIOD 2:
EMPLOYEE 2 = 7 shifts x 10.5 hours (73.5 hours) + 2 shifts x 3.5 hours (7 hours) = 80.5 hours
EMPLOYEE 1 = 5 shifts x 10.5 hours (52.5 hours) + 2 shifts x 14 hours (28 hours) = 80.5 hours

Section 5: Subject to section 3, the Town reserves the rights to:

Section 5.1: Make temporary (not more than two (2) consecutive weeks) changes in the work schedule with reasonable advance notice to the affected employee(s).

Section 5.2: Make immediate temporary changes in the work schedule, without notice, in emergency situations.

COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE TOWN OF VEAZIE AND THE ORONO FIREFIGHTERS ASSOCIATION

1 Section 6: With the approval of the Fire Chief, which approval shall not unreasonably
2 be withheld, employees may trade full or partial shifts with one another, subject to the
3 following:

4
5 Section 6.1: The regularly scheduled employee, hereinafter referred to as the RSE,
6 shall be compensated as if he or she had worked the regularly scheduled shift. The
7 employee, hereinafter referred to as the covering employee or CE, who trades with the
8 regularly scheduled employee, and who actually works the shift, shall not be paid,
9 except for any hours actually worked beyond the regularly scheduled shift. The RSE
10 shall not be compensated for any hours worked by the CE beyond the regularly
11 scheduled shift.

12
13 Section 6.2: Additional hours worked by an employee during a pay period as a result of
14 traded work time shall not be counted toward overtime or for any other purpose.

15
16 Section 6.3: The RSE shall not respond to an emergency call in during such time as the
17 CE is covering his or her regularly scheduled shift.

18
19 Section 6.4: The RSE shall not, for any purposes, be deemed to be on vacation.

20
21 Section 6.5: Each increment of traded time must be paid back by the RSE to the CE
22 within 365 days of the date the time was actually traded.

23
24 Section 6.6: It is the intent of the parties that the trading of a full or partial shift shall
25 have no financial impact to the Town. During any such time that an employee is
26 considered a CE, he or she shall not be eligible vacation leave or for sick leave other
27 than for his or her personal illness.

28
29 Section 6.7: The Town shall not be required to keep records of any time traded
30 between employees and shall have no liability for the repayment of time traded between
31 employees.

32
33 Section 7: The parties agree that the provisions of 26 M.R.S.A. § 601 do not apply
34 since the Fire Department has fewer than three (3) employees on duty at any one time
35 and the nature of the work done by the employees allows them frequent breaks during
36 their work day. While it is expected that on duty employees will have a sufficient
37 opportunity for a meal break, it is also expected that on duty employees will be
38 reasonably available throughout regularly scheduled shifts to conduct Department
39 business, including but not limited to dealing with members of the public during the so-
40 called noon hour.

ARTICLE 6 – COVERAGE AND CALL INS

Section 1: The opportunity to cover vacant shifts, caused by leaves, vacations or injuries, or to cover additional duties, such as storm coverage, will be distributed equitably among qualified full time and on call employees. To accomplish this purpose, solicitation for coverage personnel will be continuously rotated, in order of descending seniority, among qualified employees. For purposes of this section, a qualified employee shall be deemed to be an employee who has both firefighting and EMT certification. The levels of firefighting and EMT certification shall not be considered. If no qualified employee is available, then an employee without EMT certification may be used to cover a vacant shift. By way of example:

- If, in order to obtain coverage for a vacant FF-EMT shift it is necessary to contact all full time and call employees qualified as FF-EMT's up to and including those whose seniority is three (3) years, solicitation for the next vacant FF-EMT shift will begin with those qualified employees whose is the next closest to three (3) years. Only if no employee with FF-EMT certification is available shall an employee with only FF certification be used to cover a vacant shift.

Section 2: Compensation for emergency call in responses shall be in accordance with the following:

Section 2.1: An employee who responds to an emergency call in shall be paid for a minimum of two (2) hours, regardless of the actual number of hours worked, at his or her straight time rate of pay, subject, however, to the following:

Section 2.1.1: Should the actual number of hours worked exceed two (2), the employee will be paid for the actual time worked.

Section 2.1.2: For any hours actually worked by an employee exceeding ninety-six (96) in one pay period, the employee will be paid at an overtime rate. By way of examples:

- If an employee responds to an emergency call in having already worked ninety-six (96) hours in the pay period and the actual time worked on the call in is one-half (1/2) hour, the employee will be paid for the call in one-half (1/2) hour at an overtime rate and one and one-half (1½) hours at a straight time rate.
- If an employee responds to an emergency call in having already worked ninety-five and one-half hours (95½) in the pay period and the actual time worked on the call in is one and three-quarters (1¾) hours, the employee will be paid for the call in one-half (1/2) hour at a straight time rate for actual time worked, one and one-quarter (1¼) hours at an overtime rate

COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE TOWN OF VEAZIE AND THE ORONO FIREFIGHTERS ASSOCIATION

for actual overtime worked and one-quarter (1/4) hour at a straight time rate for the balance of the minimum two (2) hour call in.

Section 2.1.3: An employee shall be paid only for actual time worked, at the applicable straight time or overtime rate, if a call in occurs two (2) hours or less prior to the start of the employee's scheduled shift. In such case, however, the employee may elect to work continuously from the time of the call in to and through his or her regular shift. By way of example:

- If an employee is scheduled to begin his or her regular shift at 7:00 a.m., an emergency call in occurs at 6:00 a.m. and the actual time worked for the call in is one-half (1/2) hour, the employee will be paid for the actual time worked. However, the employee may elect to continue working during the remaining time between the end of the actual time worked on the call in and the beginning of his or her regular shift.
- If an employee is scheduled to begin his or her regular shift at 7:00 a.m. and an emergency call in occurs at 4:45 a.m., the employee will receive at least two (2) hours of call in pay even if the actual time worked is less than two (2) hours.

Section 2.1.4: Two hour (2) hour minimum call in pay shall not be applicable to any employee who responds to a call that begins prior to the end of the employee's scheduled shift. By way of example:

- If an employee is scheduled to be on duty until 5:00 p.m. and responds to a call that comes in at 4:30 p.m. and lasts until 5:45 p.m., the employee will be paid for the additional three-quarters (3/4) of an hour actually worked.
- If an employee is scheduled to be on duty until 5:00 p.m. and responds to an emergency call in at 5:05 p.m., the employee will be paid for a minimum two (2) hour call in, even if the actual time worked is less than two (2) hours.

Section 2.1.5: Employees are not expected to be available for duty or to respond to calls when on vacation. For purposes of this section, an employee shall be deemed to be on vacation from the end of his or her last shift worked prior to using any amount of accrued vacation time until the beginning of his or her next scheduled shift after using any amount of vacation time.

Section 2.1.5.1: An employee shall not, without the approval of the Fire Chief, respond to an emergency call in during his or her vacation when another full time employee is on duty.

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1 Section 2.1.5.2: An employee who, without being requested to do so, responds to an
2 emergency call in during his or her vacation when another full time employee is not on
3 duty, shall be compensated at his or her straight time rate for actual time worked and, if
4 applicable, the balance of the minimum two (2) hour call in.

5 Section 2.1.5.3: An employee who, at the request of the Fire Chief, responds to an
6 emergency call in during his or her vacation shall be compensated at the rate of one
7 and one-half (1½) his or her usual hourly rate of pay for actual time worked and, if
8 applicable, the balance of the minimum two (2) hour call in at straight time.

9
10 Section 2.1.6: An employee shall not, without authorization of the Fire Chief, respond to
11 an emergency call in when he or she is using sick leave for his or her actual illness but
12 may respond to an emergency call in when he or she is using sick leave to attend to a
13 spouse or minor child. An employee who responds to an emergency call in occurring
14 during his or her regularly scheduled shift when he or she is using sick leave shall be
15 paid only for actual time worked, which time shall not be counted toward sick leave
16 used.

17
18 Section 2.2: An employee shall not, without authorization of the Fire Chief, respond to
19 an emergency call in for emergency medical services at a time when another full time
20 employee is on duty.

21
22 Section 2.3: The Fire Chief shall have the right to direct an employee not to respond to
23 an emergency call in if responding would put the employee into an overtime situation.

24
25 Section 3: Compensation for emergency call in responses shall be in accordance with
26 the following:

27
28 Section 3.1: An employee will be paid for actual time worked for any non-emergency
29 call in, subject to applicable overtime requirements.

30
31 Section 3.2: The Fire Chief shall have the right not to contact an employee for a non-
32 emergency call in if responding would put the employee in an overtime situation.

ARTICLE 7 – HOLIDAYS

33
34
35
36 Section 1: During the pay period in which a holiday falls, each employee shall receive
37 holiday pay equal to his or her regular hourly rate of pay multiplied by 10.5, irrespective
38 of whether the employee actually works on the holiday.

39
40 Section 2: Each employee who works on a holiday shall be paid for the hours actually
41 worked at one and one-half (1.5) of the employees regular hourly rate of pay.

42
43 Section 3: In the event a holiday falls within an employee's vacation period, the
44 employee shall have the option of receiving both vacation pay and holiday pay and
45 having the day count toward his or her vacation allowance or receiving only holiday pay

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and not having the day count toward his or her vacation allowance. The employee shall make his or her election in writing prior to the start of the vacation period. In the absence of a written election, the latter option shall apply.

ARTICLE 8 – VACATIONS

Section 1: Employees shall accrue paid vacation in accordance with the following schedule:

Continuous Years of Service	Hours Accrued Per Biweekly Pay Period
Through year 4	3.1
Through year 9	4.7
After year 9	6.2

Section 2: Scheduling of vacations shall be in accordance with the following:

Section 2.1: Vacation time may not be used until it has been accrued.

Section 2.2: Employees shall request vacation time from the Fire Chief in writing at least two (2) weeks in advance.

Section 2.3: A timely request for vacation shall be granted unless, in the sole discretion of the Fire Chief, the granting of such request will leave the Fire Department unreasonably understaffed or no call employees are available to fill in.

Section 2.4: Any dispute between employees desiring the same vacation period which cannot be otherwise resolved shall be resolved by granting the disputed vacation time to the employee with the most seniority.

Section 3: Vacation carryover shall be limited as follows:

Section 3.1: No vacation time in excess of one year's accrual may be carried forward from one work year to the following work year without the written approval of the Town Manager.

Section 3.2: Accrued vacation time neither used nor subject to being carried forward shall be forfeited without compensation.

Section 4: No employee shall be allowed to work in lieu of paid vacation and thereby be paid twice his or her usual wage during that period.

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1 Section 5: Upon any separation from employment, an employee shall be paid for all
2 accrued vacation time.

3
4 Section 6: At the discretion of the Fire Chief or Town Manager, employees may use
5 vacation time, on an hour for hour basis, for personal emergencies concerning the
6 employee's residence or immediate family. Any emergency leave shall be limited to
7 situations of a serious nature that could not be predicted or planned for in advance and
8 require immediate action, such as household emergencies (disruption of services
9 involving heat, electricity, sewer or water or damage caused by criminal activity, fire,
10 flooding, extreme weather conditions or other events of a similar nature), illness,
11 accident or injury of immediate family, or other unforeseen circumstances that require
12 immediate action.

13 **ARTICLE 9 – LEAVES**
14

15
16 Section 1: Sick Leave. Employees shall accrue paid sick leave at the rate of four (4)
17 hours per pay period up to a maximum of seven hundred twenty (720) hours, subject to
18 the following:

19
20 Section 1.1: Sick leave may be used when personal illness or physical incapacity
21 renders an employee unable to perform the duties of his or her position or when an
22 employee has a medical or dental appointment that cannot reasonably be scheduled
23 outside of the employee's normal working hours.

24
25 Section 1.2: Sick leave may also be used when an employee's spouse or minor child or
26 immediate family member is ill or incapacitated and reasonably requires the employee's
27 attendance. In addition, sick time in such amount to enable an employee to be away
28 from work for up to seven (7) consecutive calendar days may be used by an employee
29 to supplement any paternity leave to which the employee may be entitled pursuant to
30 the Federal Family and Medical Leave Act of 1993, 29 U.S.C. § 2601 et seq. or the
31 State Family Medical Leave Requirements, 26 M.R.S.A. § 843 et seq.

32
33 Section 1.3: The Town may require an employee using sick leave to provide a
34 certificate from a physician justifying the employee's use of sick leave for himself or
35 herself or his or her spouse or minor child.

36
37 Section 1.4: Absences for a fraction or part of a day that are chargeable to sick leave
38 shall be charged in an amount of not less than one-quarter (1/4) hour.

39
40 Section 2: Family Medical Leave. Nothing in this contract shall be construed to
41 increase or reduce any leave, or the terms and conditions thereof, to which an
42 employee may be otherwise entitled pursuant to the Federal Family and Medical Leave
43 Act of 1993, 29 U.S.C. § 2601 et seq. or the State Family Medical Leave Requirements,
44 26 M.R.S.A. § 843 et seq.
45

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1 Section 3: Bereavement Leave. Bereavement leave shall be granted as follows:

2
3 Section 3.1: An employee may use up to three (3) days of paid leave upon the death of
4 an immediate family member for the purpose of making necessary arrangements and/or
5 attendance the funeral.

6
7 Section 3.2: At the sole discretion of the Town Manager an employee may be granted
8 one (1) or more days of unpaid leave for attendance at funerals of persons not included
9 in the definition of immediate family.

10
11 Section 4: Military Service Leave. An employee who is a member of the National
12 Guard or Reserve and who is required to perform field duty, shall be granted military
13 service leave, not counted against vacation time, but not exceeding ten (10) working
14 days in any work year. During such leave, upon documentation of the employee's
15 military service pay, the Town will pay the employee any difference between that pay
16 and the employee's regular compensation.

17
18 Section 5: Jury Duty. An employee called for jury duty shall be granted leave for such
19 time actually spent in jury selection or jury service. During such leave, upon
20 documentation of the employee's jury pay, the Town will pay the employee the
21 difference between that pay and the employee's regular compensation. An employee
22 excused from jury duty on a day he or she is otherwise scheduled to work, shall report
23 to work for the balance of his or her shift.

24
25 Section 6: Leave of Absence. An employee, at the sole discretion of the Town Council,
26 may be granted, in writing, an unpaid leave of absence for a period deemed necessary
27 by the employee for the purpose of the leave, but not exceeding six (6) months, subject
28 to the following:

29
30 Section 6.1: The written authorization for a leave of absence shall specify the date on
31 which the employee will return to work. An employee who does not return to work on
32 the date specified shall, in the absence of having been granted further leave, be
33 deemed to have resigned and forfeited all rights to further employment.

34
35 Section 6.2: During such leave, an employee shall not accrue vacation or sick leave
36 and shall not receive any form of benefits from the Town.

37
38 Section 6.3: Notwithstanding section 6.2, an employee, at his or her sole expense, may
39 continue coverage under any group health insurance plan by which he or she was
40 covered immediately prior to such leave. Health insurance coverage shall be
41 maintained only if the employee pays all applicable premiums in accordance with a
42 written schedule provided by the Town Manager at the time the leave is granted.

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ARTICLE 10 – WAGES

Section 1: Wages, to be paid biweekly during the term of this agreement, shall be in accordance with the following:

	YR 12-13	YR 13-14
Capt. w/FFII/EMT-I	22.21	22.21
Capt. w/FFII/EMT	21.56	21.56
LT w/FFII/EMT-I	17.48	17.48
LT w/FFII/EMT or LT w/FFI/EMT-I	16.43	16.43
LT w/FFI/EMT or FFII/EMT-I	16.38	16.38
Paramedic	16.07	16.07
LT w/FFII or FFII/EMT or FFI/EMT-I	14.16	14.16
LT w/FFI or LT w/EMT-I or FFII or FFI/EMT	13.48	13.48
FFI or EMT	10.11	10.11
Probationary FF or EMT	9.30	9.30

Section 2: In addition to the wages set forth in Section 1, employees who hold a Fire Science Degree shall be paid an additional stipend of twenty dollars (\$20.00) per week and employees who hold a Fire Science Certificate shall be paid an additional stipend of ten dollars (\$10.00) per week.

Section 3: In addition to the wages set forth in Section 1, an employee who is both a firefighter and a paramedic shall be paid the rate of pay corresponding with his or her position on the salary schedule plus one dollar (\$1.00) per hour, or the paramedic wage, whichever is higher.

Section 4: Any employee who works more than ninety-six (96) hours in a biweekly pay period shall be paid for all hours in excess of ninety-six (96) at the rate of one and one-half (1½) that employee's regular hourly rate of pay. Hours paid for holidays, vacations or any type of leave shall not be included in hours worked for the purpose of computing overtime.

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ARTICLE 11 – INSURANCE

Section 1: Health Insurance. The Town will make health insurance available to employees in accordance with the following:

Section 1.1: The health insurance plan available to employees shall be the same plan available to all other full time Town employees.

Section 1.2: The cost of premiums for health insurance shall be shared by the Town and employees as follows:

COVERAGE	TOWN PORTION	EMPLOYEE PORTION
Employee only	100%	0%
Employee and family	50%	50%
Employee and children	100% of employee coverage	remaining cost
Employee and spouse	50%	50%

Section 2: Dental Insurance. The Town will make dental insurance available to employees in accordance with the following:

Section 2.1: The dental insurance plan available to employees shall be the same plan available to all other full time Town employees.

Section 2.2: The cost of premiums for dental insurance shall be shared by the Town and employees as follows:

COVERAGE	TOWN PORTION	EMPLOYEE PORTION
Employee only	100%	0%
Employee and family	100% of employee coverage	remaining cost
Employee and children	100% of employee coverage	remaining cost
Employee and spouse	100% of employee coverage	remaining cost

Section 3: Medical Reimbursement: Subject to applicable enrollment provisions, each payroll an employee may contribute to a medical reimbursement account pursuant to section 125 of the Internal Revenue Code.

Section 4: Dependent Day Care Reimbursement: Subject to applicable enrollment provisions, each payroll an employee may contribute to a dependent day care reimbursement account pursuant to section 125 of the Internal Revenue Code.

Section 5: Life Insurance. The Town will make life insurance available to employees in accordance with the following:

Section 5.1: The life insurance plan available to employees shall be the same plan available to all other full time Town employees.

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Section 5.2: The cost of premiums for life insurance shall be shared by the Town and employees as follows:

COVERAGE	TOWN PORTION	EMPLOYEE PORTION
Basic (1 x annual salary)	100%	0%
Supplemental (1 x annual salary)	0%	100%

Section 6: Income Protection. Employees, at their expense, may purchase income protection insurance through the same plan and on the same terms and conditions as available to all other full time Town employees.

Section 7: Long Term Disability Insurance. Employees, at their expense, may purchase long term disability insurance through the same plan and on the same terms and conditions as available to all other full time Town employees.

Section 8: Workers' Compensation: If an employee is eligible to receive workers' compensation and that employee has accrued sick leave, he or she may use accumulated sick leave hours to in order to make up the difference between his or her workers' compensation pay and one hundred percent (100%) of his or her average weekly wage.

ARTICLE 12 – RETIREMENT

Section 1: ICMA Retirement.

Section 1.1: At any time during their employment employees may enroll in the Town's 457 deferred compensation plan through ICMA Retirement Corporation.

Section 1.2: Employees may defer the maximum compensation allowed by law.

Section 1.3: Upon an employee's completion of a probationary period, the Town will contribute to that employee's 457 deferred compensation an amount equal to eight percent (8%) of that employees compensation, provided the employee defers at least one percent (1%) of his or her salary.

Section 2: Maine State Retirement.

Section 2.1: At any time employees are eligible to enroll, employees may elect to participate in the Maine State Retirement System Special Plan 3C. Employees electing to do so may also continue to participate in the plan described in Section 1 but will not be eligible for the Town's contribution.

ARTICLE 13 – UNIFORMS AND EQUIPMENT

Section 1: Employees shall be required to wear appropriate Town issued uniforms while on duty, unless otherwise excused by the Fire Chief.

Section 2: The Town shall furnish to each employee uniforms as follows:

Section 2.1: During the first year of employment each employee shall be issued:

- three (3) pair of trousers
- three (3) uniform shirts (Each employee may choose long sleeve or short sleeve or a combination of both, not to exceed three (3) total. All required patches will be provided and sewn on at Town expense.)
- two (2) department work shirts
- three (3) department tee shirts
- two (2) mock turtleneck shirts
- one (1) pair of station boots
- one (1) winter coat (May not be provided until the onset of cold weather. All required patches will be provided and sewn on at Town expense.)

Employees employed as of the ratification of this agreement have already been issued all clothing listed above.

Section 2.2: At the beginning of each fiscal year thereafter each employee will be provided with a voucher in the amount of four hundred fifty dollars (\$450.00) which may be used to purchase any clothing approved by the Fire Chief, not including station boots or winter coats. The voucher may also be used for to pay for the sewing on of any required patches. An employee may not receive cash in lieu of the voucher. Each employee is expected to spend his or her voucher so as to ensure that he or she will maintain a professional appearance throughout the year.

Section 2.3: Station boots and winter coats will be replaced as necessitated by wear, but not more frequently than every three (3) years unless damaged in the line of duty.

Section 3: The Town shall provide each employee with equipment and protective clothing determined necessary by the Fire Chief.

Section 4: Each employee shall be responsible for replacing any issued equipment or clothing, including protective clothing, damaged or lost other than in the line of duty and for returning same to the Town upon the termination of employment. Equipment or clothing, including protective clothing, damaged in the line of duty shall be replaced by the Town.

ARTICLE 14 – CONTINUING EDUCATION

Section 1: Subject to the following, the Town shall reimburse to or pay in advance for each employee one hundred percent (100%) of the expenses of any continuing education that is (a) mandated by the Town; or (b) required to enable the employee to maintain such licensure or certification as may be required by the Town for continued employment.

Section 1.1: Expenses of continuing education shall include:

Section 1.1.1: Tuition or fees, which shall be paid in advance.

Section 1.1.2: Required books and materials, which shall be paid in advance.

Section 1.1.3: Travel.

Section 1.1.3.1: Travel by use of private automobile shall be reimbursed at the current I.R.S. rate, provided that when two or more full or part time employees of the Town are participating in the same program, carpooling shall be required and only the employee whose automobile is used shall be reimbursed traveling expenses.

Section 1.1.3.2: Travel by air, which shall be paid in advance, shall be by coach class and shall be arranged sufficiently in advance to obtain the lowest possible fare. In order to be subject to payment, approval of the fare shall be obtained in advance from the Town Manager.

Section 1.1.4: A meal allowance of actual expenses, which shall be reimbursed, up to the maximum provided set by the United States General Services Administration.

Section 1.1.5: A lodging allowance, which shall be paid in advance, of actual expenses, up to the maximum set by the United States General Services Administration, subject to the following:

Section 1.1.5.1: In the event two (2) or more full or part time employees of the Town of the same gender are participating in the same program, double occupancy shall be required.

Section 1.1.5.2: For multi-day programs one hundred (100) miles or less from the Town of Veazie, the Town Manager, at his or her sole discretion, may require participating employees to commute. In such cases, participating employees' daily meal allowances shall be limited to the maximum set by the United States General Services Administration for a first day.

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1 Section 1.1.5.3: An employee may share lodging with a non-employee, such as a
2 spouse or a child, only if no additional cost will be incurred by the Town. When an
3 employee who would otherwise be required to share a room with another employee
4 opts to share lodging with a non-employee, that employee shall not be entitled to
5 lodging payment.

6
7 Section 1.2: Reimbursement shall be made only upon the presentation of
8 documentation for all expenses for which reimbursement is sought.

9
10 Section 1.3: Reimbursement shall be made only upon presentation of documentation of
11 satisfactory completion of the program, such as a certificate of completion and, if
12 applicable, a passing grade or score. Those expenses paid by the Town in advance
13 shall be repaid to the Town by any employee who does not provide such documentation
14 within seven (7) days of returning to work after the date of the program. Repayment
15 shall be through payroll deduction over not less than six (6) pay periods.

16
17 Section 2: For continuing education other than that described in section 1,
18 reimbursement or payment, in whole or in part, of some or all of the expenses described
19 in section 1.1 shall be at the sole discretion of the Town Manager, in consultation with
20 the Fire Chief, and subject to budgetary limitations.

21
22 Section 3: Reimbursement or payment for continuing education shall not be made
23 unless the program for which reimbursement will be sought is approved in writing by the
24 Town at least two (2) weeks in advance of the employee's attendance.

25
26 Section 4: For continuing education described in section 1, when alternative programs
27 will satisfy an employee's licensure or certification needs, the Town may require that an
28 employee attend (a) a program that the Town determines best meets its needs; (b) the
29 program with the least overall costs; (c) the geographically closest program; (d) the
30 program that best accommodates the Town's scheduling needs; or (e) a program that
31 occurs in a different fiscal year.

32
33 Section 5: Compensation for time spent traveling to and from and participating in
34 continuing education shall be in accordance with the following:

35
36 Section 5.1: Compensation for travel by automobile to and from continuing education
37 described in section 1(a) shall be paid at an employee's regular hourly rate, straight
38 time or overtime, as applicable.

39
40 Section 5.2: Compensation for travel by air to and from continuing education described
41 in section 1(a) shall be paid at an employee's regular hourly rate, straight time or
42 overtime, as applicable, for the scheduled duration of any flights and layovers.

43
44 Section 5.3: No compensation shall be paid for travel to or from any other continuing
45 education.

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1
2 Section 5.4: Compensation for participating in continuing education described in
3 section 1 shall be paid at an employee's regular hourly rate, straight time or overtime,
4 as applicable, for time actually spent in participating in a program, exclusive or meal
5 breaks or other breaks.

6
7 Section 5.5: Compensation shall not be paid for participating in continuing education
8 other than that described in section 1.

9
10 Section 5.6: No compensation will be paid for travel to or from or for participating in any
11 continuing education which an employee fails to satisfactorily complete as evidenced by
12 documentation described in section 1.3.

13
14 **ARTICLE 15 – GRIEVANCE AND ARBITRATION**

15
16 Section 1: Every reasonable effort shall be made by the parties to fairly resolve every
17 grievance without resorting to the formal grievance procedure hereinafter set forth. To
18 that end it is the intent of the parties that throughout the course of this agreement there
19 shall be open and honest communication between them. Further, each full time
20 employee is encouraged, prior to the filing of any formal grievance, to discuss any
21 question, issue or dispute concerning the application, meaning or interpretation of this
22 agreement with his or her immediate supervisor as soon as possible after the question,
23 issue or dispute arises.

24
25 Section 2: If a grievance has not been informally resolved as above suggested, it may
26 be submitted to the following grievance procedure:

27
28 Section 2.1: Within thirty (30) days after the occurrence of such grievance, the
29 aggrieved employee and/or the Union shall, on a form provided by the Town, reduce the
30 grievance to writing, setting forth the aggrieved employee's contention in full, including
31 specific references to all sections of this agreement in dispute, and a proposed
32 resolution, shall date and sign the grievance and shall submit it to the Fire Chief who
33 shall, upon receipt, issue a dated receipt therefor.

34
35 Section 2.2: Within seven (7) days after receipt of a grievance, the Fire Chief shall meet
36 with the aggrieved employee and a representative of the Union to discuss the
37 grievance.

38
39 Section 2.3: Within seven (7) days after the meeting described in Section 2.2, the Fire
40 Chief shall provide the aggrieved employee and the Union with a written response to the
41 grievance. The failure of the Fire Chief to provide a written response within the time
42 prescribed shall be deemed a denial of the grievance and the resolution requested and
43 shall entitle the aggrieved employee and the Union to proceed as described in Section
44 2.4.
45

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1 Section 2.4: If not satisfied with the Fire Chief's response to a grievance, the aggrieved
2 employee and/or the Union may, within fourteen (14) days after receipt of the Fire
3 Chief's response, submit the grievance to the Town Manager who shall, upon receipt,
4 issue a dated receipt therefor. The failure of the aggrieved employee and/or the Union
5 to appeal the Fire Chief's response to the Town Manager shall render the grievance
6 resolved in accordance with the Fire Chief's response, which shall be final and finding
7 upon the aggrieved employee and the Union.

8
9 Section 2.5: Within ten (10) days after receipt of a grievance, the Town Manager shall
10 meet with the Fire Chief, the aggrieved employee and a representative of the Union to
11 discuss the grievance.

12
13 Section 2.6: Within ten (10) days after the meeting described in Section 2.5, the Town
14 Manager shall provide the aggrieved employee and the Union with a written response to
15 the grievance. The failure of the Town Manager to provide a written response within the
16 time prescribed shall be deemed a denial of the grievance and the resolution requested
17 and shall entitle the aggrieved employee and the Union to proceed as described in
18 Section 2.7.

19
20 Section 2.7: If not satisfied with the Town Manager's response to a grievance, the
21 aggrieved employee and/or the Union may, within fourteen (14) days after receipt of the
22 Town Manager's response, submit the grievance to the Town Council by presenting
23 same to the Town Manager or Town Clerk and requesting that it be presented to the
24 Town Council. Upon receipt of such written request, the Town Manager or Town Clerk
25 shall issue a dated receipt therefor. The failure of the aggrieved employee and/or the
26 Union to appeal the Town Manager's response to the Town Council shall render the
27 grievance resolved in accordance with the Town Manager's response, which shall be
28 final and finding upon the aggrieved employee and the Union.

29
30 Section 2.8: Within thirty (30) days after receipt of a grievance, the Town Council shall
31 conduct a hearing to hear arguments from the Town Manager, the Fire Chief, the
32 aggrieved employee and a representative of the Union concerning the grievance.

33
34 Section 2.9: Within fifteen (15) days after the hearing described in Section 2.8, the
35 Town Council shall provide the aggrieved employee and the Union with a written
36 response to the grievance. The failure of the Town Council to provide a written
37 response within the time prescribed shall be deemed a denial of the grievance and the
38 resolution requested and shall entitle the aggrieved employee and the Union to proceed
39 as described in Section 3.

40
41 Section 2.10: Time spent in grievance meetings with the Fire Chief and Town Manager
42 may occur during an employee's work time provided such meetings are scheduled to
43 minimize interference with the employee's regular duties. Grievance hearings with the
44 Town Council shall not be considered working or paid time for the aggrieved employee
45 or Union representative involved. To that end, all efforts will be made to schedule such

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meetings at times other than employee's normal working time. Time spent in arbitration proceedings shall not be considered working or paid time for the aggrieved employee or Union representative involved, provided, however, that an employee, whether the aggrieved employee or Union representative, shall be entitled to up to ten (10) hours of paid time off per fiscal year to participate in arbitration proceedings. Only one (1) employee shall be entitled to paid time off for any given arbitration proceeding.

Section 3: Any grievance that has been properly and timely processed through the grievance process set forth above and has not been settled at the conclusion thereof, may be appealed to arbitration by the Union in accordance with the following procedure:

Section 3.1: If not satisfied with the Town Council's resolution of a grievance, the Union may, within fourteen (14) days after receipt of the Council's response, serve on the Town, through the Town Manager or Town Clerk, a written notice of its intention to appeal the grievance to arbitration. The notice shall include a written statement indicating all provisions of this agreement at issue. The failure of the Union to appeal the Town Council's response to arbitration shall render the grievance resolved in accordance with the Town Council's response, which shall be final and finding upon the aggrieved employee and the Union.

Section 3.2: If a grievance is appealed to arbitration, the parties shall attempt, on their own, to agree upon an arbitrator. If they cannot agree, they shall jointly request the American Arbitration Association to furnish a list of not less than seven (7) qualified and impartial arbitrators. If the parties cannot agree on an arbitrator from the list provided, the selection procedures under the voluntary labor arbitration rules shall apply for the selection of the arbitrator.

Section 3.4: Arbitration shall be conducted as soon as mutually convenient for the parties and arbitrator after selection of the arbitrator. The arbitrator shall issue a written decision and award within forty-five (45) days after the conclusion of the arbitration hearing. The written decision and award of the arbitrator on the merits of any grievance adjudicated within his or her jurisdiction and authority as specified in this agreement shall be final and binding upon the aggrieved employee, the Union and the Town.

Section 3.5: The jurisdiction and authority of the arbitrator and his or her decision and award shall be confined exclusively to the interpretation of the express provisions of this agreement in dispute between the parties. The arbitrator shall have no authority to add to, detract from, alter, amend or modify any provision of this agreement, to establish or alter any wage rate or wage structure, or to interpret any Federal or State statute or local ordinance when the compliance or non-compliance therewith shall be involved in the consideration of the grievance. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the parties unless the grievances at issue directly relate to the same express provisions of this agreement and were timely appealed to arbitration by the Union when the arbitrator was selected.

COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE TOWN OF VEAZIE AND THE ORONO FIREFIGHTERS ASSOCIATION

Section 3.6: The expense of arbitration shall be shared equally by the parties involved. Employee witnesses called by the Town shall be reimbursed by the Town for any loss of normal working time. Otherwise, however, time spent in arbitration hearings meetings shall not be considered working or paid time for the aggrieved employee or Union representative involved. To that end, all efforts will be made to schedule such meetings at times other than employee's normal working time.

ARTICLE 16 – PERSONNEL RULES

To the extent they are not expressly superseded by the provisions of this agreement, the personnel rules of the Town as set forth in The Town of Veazie Code, Chapter 21, Personnel, shall apply to all employees covered by this agreement.

ARTICLE 17 – MANAGEMENT FUNCTIONS

Section 1: Except as explicitly limited by a specific provision of this agreement, the Town shall continue to have the exclusive right to take any action it deems appropriate in the operation of its Fire Department and the direction of the work force in accordance with its judgment. Such rights include, but are not limited to, the operation of the firefighting force, direction of the working forces, the rights to hire, change assignments, establish work schedules, promote and expand or reduce the work force, the rights to maintain discipline and to suspend or discharge for just cause, and the rights to introduce new or improved methods or facilities.

Section 2: The Town's not exercising any function hereby reserved to it, or its exercising such function in a particular way, shall not be deemed a waiver or its right to exercise such function or to preclude the Town from exercising the same in some other way not in conflict with the express provisions of this agreement.

ARTICLE 18 – NO STRIKE; NO LOCKOUT

Section 1: For the duration of this agreement, the Union, its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone nor shall any employee take part in any strike, slow down or stoppage of work, boycott, picketing or other interruption of work. Failure on the part of any employee to comply with this provision shall be cause for discipline, up to and including discharge.

Section 2: In consideration of section 1 of this article, the Town shall not lockout employees for the duration of this agreement.

Section 3: Neither the violation of this agreement nor the commission of any act constituting an unfair labor practice or otherwise made unlawful by any Federal, State or Local law shall excuse employees, the Union or the Town from their obligations under this article.

COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE TOWN OF VEAZIE AND THE ORONO FIREFIGHTERS ASSOCIATION

Section 4: Any alleged violation of this article shall not be subject to the grievance and arbitration procedure set forth herein, but shall be immediately appealed to the Superior Court for Penobscot County in the State of Maine for the purpose of securing injunctive relief. The parties may also address claims for any alleged violation of this article to the Maine Labor Relations Board for appropriate action. In any event, attorney's fees and court costs shall be awarded to the prevailing party.

ARTICLE 19 – SCOPE, SEPARABILITY AND SAVINGS CLAUSE

Section 1: This agreement represents the entire agreement between the Union and the Town and is not subject to any oral agreements or understandings between the parties and may only be amended by and agreement in writing signed by both parties.

Section 2: If any provision of this agreement shall be contrary to any law of the United States or the State of Maine, that provision shall be deemed invalid and such invalidity shall not affect the validity of the remaining provisions. Either party may initiate negotiations for a replacement provision within thirty (30) days of a final and binding judicial determination of the invalidity of a provision hereof.

Section 3: If any provision of this agreement shall be contrary to any ordinance, rule, regulation or policy of the Town of Veazie, the language of the agreement shall control.

Section 4: If there is any change in the laws of the United States or the State of Maine that affects the terms and conditions of this agreement, either party to this agreement may request, by thirty (30) days written notice, discussions concerning modifications or amendments to this agreement related to the change in said laws. However, if the change in said laws does not invalidate any provision of this agreement, the parties shall not be required to modify the agreement.

ARTICLE 20 – DURATION

Section 1: This contract shall be effective from July 1, 2012 through June 30, 2014.

Section 2: The execution of this contract shall serve as the required one hundred twenty (120) day notice to negotiate a successor agreement. In order to effectuate the negotiation of a successor agreement in a timely fashion, the parties shall meet to agree upon ground rules and exchange initial proposals not later than the first full week of January in 2014 and they shall meet every other week thereafter until a successor agreement has been ratified.

Section 3: In the event that collective bargaining pursuant to M.R.S.A. Title 26 shall not have been successfully completed prior to the expiration date of this contract, the parties hereto specifically agree that the present contract shall remain in full force and effect until a successor agreement has been negotiated and ratified.

COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE TOWN OF VEAZIE AND THE ORONO FIREFIGHTERS ASSOCIATION

Section 4: In recognition of their ratification of this contract, the parties have caused their names to be subscribed by their duly authorized representatives as of the dates written below.

Date: _____

Date: _____

ORONO FIREFIGHTERS ASSOCIATION
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL 3106,
AFL-CIO-CLC

TOWN OF VEAZIE

Peter A. Metcalf, Union Representative

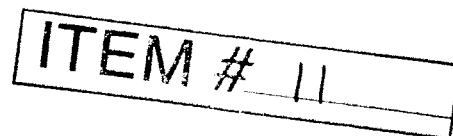
Mark Leonard, Interim Town Manager

Ronnie Green, Jr., Chief Negotiator

Thomas A. Russell, Chief Negotiator

Mark Leonard

From: Laura Veilleux <lveilleux@memun.org>
Sent: Wednesday, February 27, 2013 10:49 AM
To: Mark Leonard
Subject: RE: MMA's Legislative Policy Committee



That would be great, thanks so much!

From: Mark Leonard [mailto:vzchief800@yahoo.com]
Sent: Wednesday, February 27, 2013 10:50 AM
To: Laura Veilleux
Subject: RE: MMA's Legislative Policy Committee

Laura- If acceptable to you I will present this to the council at the next meeting which is schedule for 03-11-13 for guidance.

Mark

From: Laura Veilleux [mailto:lveilleux@memun.org]
Sent: Tuesday, February 26, 2013 3:22 PM
To: vzchief800@yahoo.com
Subject: MMA's Legislative Policy Committee

Good afternoon Chief,

I was wondering whether or not the Town of Veazie would like to replace Joe Hayes on Maine Municipal Association's 70-member Legislative Policy Committee. Joe ran uncontested for that seat and won, so in the event Veazie would like to retain the seat by either naming Joe's replacement or by appointing another municipal official in the Town, a simple email to that effect would be all I would need to proceed. I am providing a link to the LPC Handbook on MMA's website to provide more information about the LPC. http://www.memun.org/public/MMA/svc/SFR/LPC/lpc_handbook.htm

If you have any questions, please don't hesitate to contact me. Likewise, please let me know what the Council decides to do with the vacancy (i.e., appoint someone or have me try to fill the seat with someone from another town in your Senate District).

Thank you,

Laura Veilleux
Advocacy Associate
State & Federal Relations Department

Maine Municipal Association
60 Community Drive
Augusta, ME 04330
1-800-452-8786 ext. 2207
(207) 623-8428
FAX (207) 624-0129
www.memun.org

TOWN OF VEAZIE
1084 Main Street
Veazie, Maine 04401
Community Center Lease Agreement

LEASE AGREEMENT made this **17th** day of **March, 2013** by and between the **Town of Veazie**, a Maine municipal corporation situated in Penobscot County, Maine ("Town") and **Eastern Maine School of Self Defense** with a place of business in Veazie, Maine ("School").

In consideration of the mutual conditions and covenants contained herein, the parties agree as follows:

1. The Town leases the Community Center and the School does hereby rent and take as lessee, subject to the terms and conditions contained herein, 2nd floor of the 44' x 77' wood frame building (hereafter referred to as the "leased premises" or "premises") located on the real property commonly known as the Community Center, which property is situated on 1005 Olive St. in the Town of Veazie, Maine; together with the right to use in common with others such other portions of the Community Center as are reasonably required by the School.

That the School shall have the right to use in common with others the parking lot of the premises. The School use of the leased premises shall not interfere with public access and use of the remainder of the Community Center property, including but not limited to public use of meeting rooms downstairs.

(It is the schools intent to continue to work in conjunction with other users of the building as we have for the past 15 years. Any change in scheduled activities within the building should be communicated in advance of the activity.)

Its the towns intent to continue to work with the school as well. This is common language that was in previous lease agreements. I will not recommend changing the language

No modifications may be made by the School without express written approval of the Town. In addition to the approved modifications, the School shall provide maintenance and upkeep of the property **as outlined below**. Town will reasonably share in the cost of emergency improvements.

(The school would like to continue providing maintenance and upkeep of the entire property for the duration of the lease. We would also request that the lease be constant and consistent for the duration of the lease including monthly lease fee of \$425)

As discussed since the beginning of talks between you and I am of the stance that we are the land lord and you are the tenant. Quite honestly I want to take the cleaning of the unleased portion over now but agreed to not do it for 6 months as a benefit to the School and to provide relief for a period of time with the proposed increased. I maintain this position. You will notice that I did add "as outlined below."

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The Town will pay the following from **March 17, 2013 till March 17, 2015:**

- (1) Water
- (2) Sewer
- (3) Electrical
- (4) Heating Fuel
- (5) Alarm Service

The School will provide the following from **March 17, 2013 till September 17, 2013:**

- (1) Phone Service
- (2) All cleaning supplies and janitorial needs
- (3) Cleaning services for the premise
(The school would also like to continue to be the management provider of the security system. The school uses the system more than any other program.)

As stated from the beginning of our talks we are the landlord and you will be the tenant and the alarm will be under the town's control. I will not recommend this request

The above commitment will not be guaranteed from year to year of the lease.

(I would like to have clarification on of the above statement.)

I am unsure what this statement means. It is from prior leases that you have signed and was not added by me.

1. The School may use the leased premise for storage and display of any and all necessary equipment; as well as an office.
2. The term of this Lease Agreement shall be for a period of **two years** commencing **March 17, 2013** and expiring **March 17, 2015**. This lease shall automatically renew for successive six-month terms with the rent being negotiated two-months prior to the end of the lease arrangement, unless either party notifies the other in writing sixty (60) days before commencement of the new lease term of its desire to terminate the lease.

(#2 says 1 year and the dates reflect two years. The school would prefer a 3 year lease as requested.)

Oversight on my part! Has been changed as you will notice! As I stated to you I speculate that the lease will extend longer then two years and you will have first refusal but at this time the committee and myself feel that 2 years is a fair lease agreement.

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3. The School shall pay **\$425.00 per month from March 17, 2013 till September 17, 2013 and pay \$500.00 per month from September 18, 2013 till March 17, 2015** which was negotiated between the Town and the School. In addition the School shall keep and maintain the leased premises in good clean order and condition, and shall not cause or permit any portion of the leased premises of the Community Center property to become unsightly or offensive due to litter, garbage or otherwise.
(As previously requested in this document, the school would like to continue providing the maintenance of the building. And keep the lease constant and consistent. If the school is going to be responsible for the Community Center not becoming unsightly due to litter and garbage, we request that the school has the ability to manage the maintenance and it's condition.)
As mentioned since the beginning of talks we will now be the landlord and you will be the tenant. I removed the word "or" prior to community center above and now this portion of the lease only states that you will be responsible for the leased space after the 6 month agreement is met.
4. The Town shall be responsible for snow plowing on the leased premises. The School **shall maintain all egress and walkways which shall include shoveling of snow and ice removal of all doorways and exits.**
5. At the expiration or other termination of this Lease Agreement, the School shall deliver up and surrender to the Town the leased premises, including all fixtures and equipment, in good clean order (premises) and good working condition (fixtures), reasonable wear and tear expected. At such time, the School shall promptly deliver to the Town all keys to the leased premises. At such time, title to all equipment and other personal property provided by the School and not removed from the leased premises and title to all alterations or improvements which cannot be removed without damaging the leased premises shall be in the Town.
6. The School shall not make any alteration of or improvement to the leased premises or any portion thereof without first obtaining the written approval of the Town Manager and the Code Enforcement Officer. All signs must be approved in advance by the Town Manager and Code Enforcement Officer.
7. All applications and connections for utility services, on the leased premises shall remain in the name of the Town.

TOWN OF VEAZIE
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Veazie, Maine 04401
Community Center Lease Agreement

8. The School shall comply with all Federal, State and local laws and ordinances during the original or additional term of this Lease Agreement. The School agrees to obtain and maintain all necessary licenses and/or permits at its own cost. No taxes shall be assessed to the School for real or personal property owned by the Town.
9. The School agrees to obtain and maintain in full force and effect at all times during the original or additional term of this Lease Agreement insurance coverage with a company licensed to do business in the State of Maine, with the Town, its officers, agents, and employees as additional named insured, as follows: Comprehensive General Liability Insurance covering personal injury, death, and damage to property, in the following amounts:

Bodily Injury and Property Damage	\$1,000,000
Personal Injury and Advertising Injury	\$1,000,000
Per Project Aggregate	\$1,000,000
Products and Completed Operations Aggregate	\$2,000,000
General Aggregate	\$2,000,000
Medical Payments	\$5,000

(These numbers need to be looked at. The school currently has 2 times the amount ask for by the previous manager)

I have reviewed all emails between yourself and former Manager Hayes and can only find request for proof of insurance but no discussion on changing any amount. These amounts were discussed with Maine Municipal and found to be accurate. As mention to you in prior conversations the amount you provided does not match the amounts requested here. If you can find the discussion with Manager Hayes I would be willing to review the document

Such insurance shall bear an endorsement by which the Town must be given thirty (30) days' prior written notice before cancellation. The School shall provide the Town Manager with a written certificate evidencing such insurance coverage prior to this lease taking effect. Such policy or policies shall inure to the benefit of the School and the Town, as their interests may appear, so that each must be a party to any settlements thereon.

10. The School shall defend, indemnify and hold harmless the Town, its officers, agents and employees from and against any and all claims, liability, damages, expenses, causes of action, suits or judgments, by or on behalf of any person, firm or corporation arising from the School possession, use or occupancy of the leased premises and use of any other portion of the Community Center property being used permanently or temporarily by the School.

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Community Center Lease Agreement

11. If all or any part off the leased premises is so damaged or destroyed by fire or other casualty without fault of the School as to be unfit for use by the School as provided in Paragraph 2, then the rent, or a fair and just proportion thereof, according to the nature and extent of the damages sustained, shall be suspended or abated until the premises are rebuilt and put in proper condition for use and occupation by the Town; or this Lease Agreement shall, at the election of either the School or the Town, upon written notice to the other within thirty (30) days after such damage or destruction, be terminated.
12. If the School shall fail to pay rent when due or shall fail or neglect to perform any obligation imposed on it by this Lease Agreement, then the Town, in addition to any other rights or remedies it may have, shall have the right to re-enter the premises, to remove all property there from and to store such property at the School's expense. The School shall be given written notice of any such failure or neglect, and the Town's right to re-enter hereunder shall not arise if, within ten (10) days after delivery of the notice, the School has made the required payment or has performed the required obligation. The Town will not be deemed guilty of trespass or liable for loss or damage occasioned by exercise of its right of re-entry herein. No such re-entry shall be construed as a termination of this Lease Agreement unless a written notice of such intention is given to the School by the Town. All rights of the Town which shall have accrued prior to such termination, including all rights relating to the condition of the leased premises, shall survive such termination. The School shall also be liable for any reasonable attorney fees incurred by the Town in enforcing any of its rights hereunder.
13. The School shall not assign, sublet, mortgage or otherwise encumber the leased premises, nor permit the premises to be used or occupied by others, without the prior written consent of the Town.

(# 13 may encumber the school from extending services to the community by not allowing the school to offer additional classes such as Yoga, Judo.... If possible, could this be reworded to allow the school to allow additional classes as long as they are part of the EMSSD?

I do not see this as encumbering the school with the allowance that the school can extend services to the community but this has to occur with prior written consent. I will not recommend changing the language.

TOWN OF VEAZIE
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Community Center Lease Agreement

14. The waiver by the Town of any breach of any term, covenant or condition herein shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same, or any other term, covenant or condition herein. The subsequent acceptance of rent by the Town shall not be deemed to be a waiver of any preceding breach by the School of any term, covenant or condition of this Lease Agreement, other than the failure of the School to pay the particular rent so accepted.
15. The School understands and agrees that the Premises may have renovation and/or construction occurring during portions of this lease and although the Town will make every effort to work with the School during this time the School agrees to allow unrestricted access to the location, after notification from the Town, so that the renovation and/or construction can take place. These renovations and/or construction may cause portions of the Premise to be unavailable and/or unusable for limited periods of time. Notification will be made to the School as soon as the Town is aware that renovation and/or construction will be occurring. Any and all notifications will occur as outlined in section 16 of this lease agreement

(It is the schools intent to help in any way possible the future development of the property. We would request more clarification on how notification will come including time frames. Section 16 does not outline this in any way. We are requesting a respectful time to plan and adjust our program so not to interfere with the building reuse and to not disturb to function of our school.)

You were present at the meeting with the community center redevelopment committee and it was my understanding at this meeting that no time frame is available at this time. As the project proceeds a more defined time line will be established. It is not the Towns or the Committees intention to not provide you with adequate time to make any necessary adjustments. Any time line provided now would simply be a guess which I don't feel comfortable doing. This section was added for acknowledgment that you understand the building would be under construction and or redevelopment during the lease. This was added so the committee would agree to more than a year to year lease. I did add the language that Notification will be made to the School as soon as the Town is aware that renovation and/or construction will be occurring.

TOWN OF VEAZIE
1084 Main Street
Veazie, Maine 04401
Community Center Lease Agreement

16. Any notice, demand, or request which may be or is required to be or is required to be given pursuant to this Lease Agreement shall be delivered in person or sent by United States certified mail, postage prepaid (except that rent payments need not be sent by certified mail), and shall be addressed:

(a) to the Town of Veazie:
Mark Leonard
Interim Town Manager
Town of Veazie
1084 Main St.
Veazie, Maine 04401-7091

(b) to The Eastern Maine School of Self Defense:
Glen Kennedy, Owner **(Glen) Changed**
Eastern Maine School
School of Self Defense

240 Stetson Rd.
Levant, ME 04456

or at such other address as either party may from time to time designate by written notice.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first above written.

Town of Veazie

Witness:

By: Mark Leonard
Interim Town Manager

Eastern Maine School of
Self Defense

Witness:

By: Glen Kennedy Changed to Glen
It's Owner

Agenda Items

For March 11, 2013

Item 7- Executive Director Laura Rose Day and other members of the Penobscot River Restoration Trust are here this evening to speak to you about the removal of the dam along with other items that they may want to discuss around the reuse of the remaining building.

Item 8- Dennis Farnham is here this evening to present his report to you as other department heads have done at previous meetings.

Item 9- Included in your packet is a copy of the fire department contract that has been negotiated and agreed upon by the Fire Fighters and the Union that represents them. This is a (2) year contract with no changes being made to the contract from previous year approved contract. I have reviewed and approve the contract and would recommend your approval as well.

Item 10- Don McKay is here this evening to update you on the progress of the community center redevelopment committee which he chairs.

Item 11- As you will see from the email that is included in the packet MMA is looking for guidance on what you would like to do with the position that former Manager Hayes was appointed to. In the email several options are presented. I would request not to be appointed as my time with my current commitments are already stretched thin. I will report your directions back to MMA.

Item 12- Included in your packet is an updated lease agreement for the community center. I believe that I have addressed the councilor's concerns from the previous time this was presented. Changes to this lease include the following: 1) 6 months to 2 years 2) all inclusive for the 2 years and wont be separated out 3) understanding that during a portion of the lease that renovation and /or construction may occur and we will work with the lessee to minimize disturbance. You will also see that Glen Kennedy has commented on the updated lease, which are in black italicized, I responded in red and look for your guidance on how to proceed.

Item 13- See enclosed report with attachments

Managers Report

For March 11, 2013

As I enter my second month in this position I've seen no relief in the amount of work that needs to be done and I'm happy with the progress that is being made. For the past two weeks this is a review of the work that has been done:

1. A majority of my time has been spent working on the FY13-14 budget. I have met both separately and jointly with the department heads to review and or discuss their budgets. I also have been working with Julie Reed, since her return, so that we can produce budget numbers to present to the department heads and budget committee. Budget numbers were present at a department head meeting that was held and the department heads are now working with Julie to rectify problems that have been discovered within their budgets. I have prepared a draft budget schedule and have included it with this packet and would ask that you review it and provide any thoughts you may have before I finalize it. At this point it appears that we have only missed one meeting in looking at prior year schedules but I still want to begin the process so that plenty of time is allowed for preparation, presentation and completion. Julie and I have met with Ben Birch and have also been working the tentative budget numbers with him.
2. After the last council meeting I contacted MMA on the two legal issues that you requested I speak to them about. My findings are as follows:
 - A. Liability if the lessee is required to maintain all egress and walkways which shall include shoveling of snow and ice removal of all doorways and exits: Although with most certainty we will be named in any claim because it's a Town owned building were the lessee is required to maintain insurance and list the town this concern is nullified by the lessee's requirement for insurance. I discussed what is in the proposed lease and it was confirmed that the language would cover the Town.
 - B. Concerns with Rogers (Hathaway) Mobile Home park: It was suggested that before any questions could be answered it needed to be determined that the Town in fact owns the property. If we do not then the questions are mute points. Suggestions for determining this is certified survey with research. I have made a phone call to a local surveyor and learned that his non official estimate was that it could cost the Town anywhere between \$5,000.00 to \$20,000.00 for a certified survey with research. As stated this was not an official estimate but was his best guess. Ultimately, if its found that the property is owned by the Town than anything on the property would be considered trespassing. This trespass could be resolved by a long term lease and or agreement or the town could serve the people on the property with a civil trespass notice and start civil court proceedings. With this information I'm now looking for your guidance on how you would like me to proceed with this issue.

Managers Report Continued

3. I've reviewed the FD contract, which will be discussed at this meeting and would recommend authorization to sign the contract as written.
4. I have met with the Town Auditor along with Julie Reed to review the draft audit. I feel this was a very productive meeting. The Auditor was going to make the agreed upon changes to the audit after review and will be at the March 25 council meeting to present the final audit. During the meeting questions did arise that you will have to address at future meetings. The questions revolve around a sick/vacation balance policy that is in place which we are currently in violation of. I would also request that at a future meeting a decision be made to transfer money from the FD revenue account to the FD Supplies account. I'm told that this has been done in previous years to pay for EMS supplies. I will research this and provide you with past practice.
5. I have contacted the Bangor Daily News with a prepared story on request for member to join open committees. I've attached the article that I requested along with a separate article that former Manager Hayes ran. I have received no new applications for any of these positions.
6. I have met with Dennis on his presentation for the meeting tonight. I have also worked with him and have assisted him in preparing a mission statement for the public works. That mission statement was included in his presentation tonight. I still continue to work with him on a daily basis on job task and assignments for him to complete. He is nearly finished with the requested improvement at the community center.
7. I have received a few phone calls and spoke to citizens in person that are concerned with the conditions of the roads. I have looked at some of the concerns with Dennis and I have also spoken to Barney and will be reviewing the concerns with him as well and will request suggestions from him on resolves. I feel some of the concerns are because of the weather that we are experiencing, but want to confirm this with Barney.
8. I met with Phil Ruck from CES on Veazie's Stormwater management. This meeting was very informative and was meant to bring me up to speed on what has been and what will be occurring. In part and substance we are at the end of our 2nd, 5 year permit and will be entering into our 3rd 5th year permit in July. Phil will be presenting to you at a future meeting as the end of the permit nears.
9. I had a meeting with the Community Center redevelopment committee. This meeting was very informative and again was meant to bring me up to speed with what has been occurring and what the future is. For now we are working with CES to develop a phased plan to move forward.
10. I continued to work on the new lease at the community center to address concerns that were mentioned at the previous council meeting
11. A phone interview was conducted with unemployment. A written finding will be forth coming.

Managers Report Continued

12. I met with an alarm consultant reference combining the alarm systems at the community center and the town office complex. After reviewing the system it was found that the systems are company specific and it would not be cost effective to replace them as the current panels are good panels. They suggested in the future if they were to fail then would be the time to combine them.
13. A thank you note to the Police Department from the PTO was received and is included for your review.
14. I made Chairman Olson aware but also wanted to advise the rest of the council on Thursday (2/28) and Friday (3/1) because of a family emergency with a staff member's husband I needed to close the Town Office at 1200 although on Thursday we stayed open until nearly 200.

Mark Leonard

2013 – 2014 Budget Meeting Schedule

<u>Day</u>	<u>Date</u>		<u>Time</u>	<u>Topic</u>
Tuesday	March 19 th	Budget Committee All Departments	6:30 PM	2 nd / 3 rd Quarter Review
Tuesday	April 2 nd	Workshop Budget Committee All Departments	6:30 PM	Municipal Budget
<i>School Vacation is the Week of April 15-19, 2013 Patriots Day, Tuesday, April 16, 2013</i>				
Wednesday	April 17 th	Workshop Budget Committee All Departments	6:30 PM	<u>Budget Committee Session</u> <u>Recommendations to be made</u>
Monday	May 6 th	<i>Last day for submittal of recommendations to Budget Officer</i>		
Wednesday	May 8 th	Workshop Budget Committee All Departments	6:30 PM	<u>Scheduled if needed</u>
Monday	May 13 th	Manager issues Budget Message		
Monday	May 13 th	Public Hearing Town Council Budget Committee Department Heads	7:00 PM	Budget Committee Review of Workshop, Council Review Session and Public Hearing on Total Budgets
<i>(Recommend warrant signing for Town Report)</i>				
Monday	May 20 th	Council Meeting	7:00 PM	
<i>Memorial Day, Monday, May 27, 2013</i>				
Monday	June 10 th	Council Meeting	7:00PM	
<i>Last Possible Day to sign and post Town Meeting Warrant</i>				
Tuesday	June 11 th	Town Meeting	8:00 PM	Voting of Warrant Articles

All meetings will be held in the Council Chambers of the Municipal Building except for the Town Meeting, which will be held at the Veazie Community School.



Veazie Community School PTO would like to thank the following merchants
and individuals for their generous 2012 Auction Donations.

Chris & Cindy Farley

UMaine Basketball Skybox Packages w/ Parking

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*TOWN OF VEAZIE
NOMINATION PAPERS*

NOMINATION PAPERS WILL BE MADE AVAILABLE AT THE VEAZIE TOWN OFFICE ON MARCH 15TH, 2013 FOR THE FOLLOWING:

- (2) **TWO** TOWN COUNCILOR'S FOR THREE-YEAR TERMS
- (5) **FIVE** VEAZIE SCHOOL COMMITTEE MEMBERS TO SERVE STAGGERED THREE YEAR TERMS.

NOMINATION PAPERS MUST BE FILED WITH THE TOWN CLERK BY THE CLOSE OF BUSINESS ON APRIL 26, 2013.

Mark Leonard

From: KeyandElectedOfficials-owner@imail.memun.org on behalf of Moderator <moderator@memun.org>
Sent: Monday, March 04, 2013 11:52 AM
To: keyandelectedofficials@imail.memun.org
Cc: Geoff Herman; Kate Dufour; Chris Lockwood; Eric Conrad
Subject: Public hearings re: Governor LePage's Proposed Elimination of Revenue Sharing, etc.

To: Elected Municipal Officers
Key Municipal Officials
Municipal Tax Collectors and Treasurers
Municipal Assessors

Fr: Geoff Herman

Re: Public Hearing Schedule Regarding Governor LePage's Proposed Elimination of Revenue Sharing, etc.

Date: March 4, 2013

The public hearing schedule has been issued with respect to Governor's LePage's proposed two-year state budget. Municipal officials should mark their calendars for Wednesday, March 13 and Thursday March 14 as the two days to take advantage of the opportunity to testify in opposition to the Governor's "taxation" related proposals to the Appropriations Committee. The actual hearing schedule is provided here, with the issues of greatest municipal concern highlighted in yellow.

Details about the public hearing process that you should be aware of are provided below.

Wed March 13th	10:00 am	<u>(To be held in conjunction with the Joint Standing Committee on Taxation):</u>
---------------------------	-----------------	--

Property Tax Review, State Board of

Administrative and Financial Services, Department of

- Bureau of Revenue Services Fund
- County Tax Reimbursement
- Elderly Tax Deferral Program
- Homestead Property Tax Exemption Reimbursement
- Maine Board of Tax Appeals
- Revenue Services – Bureau of
- Snow Grooming Property Tax Exemption Reimbursement
- Tree Growth Tax Reimbursement
- Unorganized Territory Education and Services Fund – Finance
- Veterans Organization Tax Reimbursement
- Veterans Tax Reimbursement

- Waste Facility Tax Reimbursement
- *Language (Part "N" – specifies that sales tax applies to certain sales of digital products)*
- *Language (Part "O" – relates to adjustments to state valuation for sudden and severe disruption of valuation"*
- *Language (part "P" – repeals the sales tax exemption for certain publications)*
- *Language (part "Q" – suspends the inflation adjustment for tax years 2014 and 2014 and amends the adjustment calculation for following years)*
- *Language (Part "T" – authorizes continuation of each individual tax expenditure as provided for by statute)*

**Wed March
13th**

1:00 pm

Treasurer of the State, Office of

- Disproportionate Tax Burden Fund
- Passamaquoddy Sales Tax Fund
- State – Municipal Revenue Sharing

Administrative and Financial Services, Department of

- Mandate-BETE-Reimbursement Municipalities
- *Language (Part "J" – suspends revenue sharing for the 2014-15 biennium)*
- *Language (Part "K" changes eligibility under BETE, sunsets BETR and increases the municipal reimbursement rate under BETE)*
- *Language (Part "L" – amends the Maine Residents Property Tax Exemption a.k.a. Circuitbreaker)*
- *Language (Part "M" – replaces current homestead exemption with one limited to homeowners 65 or older)*

**Thu March
14th**

1:00 pm

(To be held in conjunction with the Joint Standing Committee on Transportation):

Administrative and Financial Services, Department of

* *Language (Part "OOO" requires that an excise tax paid by a nonresident be deposited in the Highway Fund rather than the General Fund and requires that certain excise taxes collected on certain truck tractors be deposited to the Highway Fund)*

The public hearing process.

- These public hearings will be held in the Appropriations Committee Room (228) which is on the second floor.

- As noted, the Appropriations Committee will be meeting jointly with the Taxation Committee on Wednesday (3/13) and the Transportation Committee on Thursday (3/14). If you intend to provide written testimony, you should bring at least 40 copies.
- In the event there is an overflow of people wishing to testify, you will be asked to sign-in when you arrive at the Committee room and will be directed to other rooms in the State House to listen to the proceedings and wait your turn to testify. In order to give you time to get to the Appropriations Committee Room from the overflow room, the Committee chairs will give advance notice from the sign-up sheet of the names of people scheduled to testify.
- You should be prepared for a long afternoon, particularly on Wednesday the 13th.

If you have any questions or suggestions, please don't hesitate to contact me.

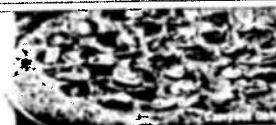
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Wednesday, March 6, 2013 Last update: 9:41 a.m.

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Veazie council picks 5 as temporary school committee



By Dawn Gagnon, BDN Staff
Posted Dec. 12, 2012, at 11:31 p.m.

VEAZIE, Maine — Town councilors this week appointed five residents to the panel that will look out for the town's education interests until the end of next June, when Veazie's withdrawal from RSU 26 becomes official.

Tapped to serve on the newly formed Veazie School Board were Julia Hathaway, Travis Noyes, Christopher Dalton, Janine Raquet and Susan MacKay, Town Manager Joe Hayes said Wednesday.

Hathaway, Noyes and Dalton, who currently represent Veazie on the RSU 26 board of directors, will continue to do so until the end of next June, when a permanent school board is elected, Hayes said.

An attorney, Raquet was chairwoman of the town's RSU 26 withdrawal committee. An entrepreneur, MacKay is president of Cerahelix, an Orono-based company working to develop a commercially viable ceramic nanofiltration system for use in water purification systems, according to news stories recently published by the Bangor Daily News.

In separate referendums on Nov. 6, residents of Glenburn and Veazie — two of the three towns that make up RSU 26 — voted to pull out of the school district they formed less than three years ago, leaving Orono the only member.

Heartburn about cost-sharing and a desire to regain control of over local education were cited as reasons for withdrawing by residents of both Veazie and Glenburn. They also balked at the regional school unit's system of weighted votes.

On Wednesday, Hayes said that town officials have been notified that the Veazie School Board will have an organizational meeting at 6:30 p.m. Monday at Veazie Community School. During that session, members will elect board officers and discuss matters related to the transition back to local control of educational matters.

Meanwhile, town councilors are seeking applicants for two other local panels.

One resident is needed to serve on the three-member Veazie Sewer District Board, which lost one of its three members last month when trustee and treasurer Gary Brown stepped down, citing philosophical differences with his fellow trustees.

The sewer district is experiencing a combination of budget and staffing problems that have led to many of its functions being turned over to consultants. In addition, the remaining trustees have commissioned an organizational study.

Chairman Rob Tomilson said earlier that the studies could help the board determine if the treatment plant can operate with fewer than the three- and-a-half positions it had until this summer, when former Superintendent Gary Brooks resigned, with one full-time employee and a half-time office manager recently following suit.

The other panel needing of members is the town's new Board of Assessment Review. Ideally, the five-member board also would have two alternate members, Hayes said, adding that a call for members so far has not yielded any applicants.



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The assessment review panel was created earlier this year at the recommendation of Tax Assessor Ben Birch. This spring, while preparing for the townwide revaluation now under way, Birch learned that property assessment appeals were being reviewed by the town's Board of Appeals.

Noting that the appeals board is responsible for land use, zoning and similar matters, Birch thought it made sense to separate out the work of handling assessment questions and disputes and assigned it to a separate body.

Hayes said the property owners who are still unsatisfied after their cases are reviewed by the town board then can seek redress in Penobscot county court.

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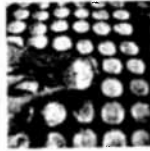
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Veazie looking for volunteers to fill town committees

By Dawn Gagnon, BDN Staff
Posted March 01, 2013, at 6:00 p.m.

VEAZIE, Maine — Town officials have put out a call for residents interested in serving in some key committee and board positions.

The most pressing vacancy is an open position on the town's Budget Committee, which soon will be needed in the annual budget development process, Interim Town Manager Mark Leonard said this week.

Also being sought are people who want to serve on the town's recently established Board of Assessment Review, said Leonard, who also is Veazie's police chief.

Former Town Manager Joseph Hayes said in December that the assessment review panel was established earlier in the year at the recommendation of Tax Assessor Ben Birch, who, while preparing for the town-wide revaluation now under way, learned that property assessment appeals were being reviewed by the town's Board of Appeals.

Ideally, the board would have five members and two alternates, Hayes said.

Noting that the appeals board is responsible for land use, zoning and similar matters, Birch thought it made sense to separate out the work of handling assessment questions and disputes and assign it to a separate body.

Hayes said the property owners who are still unsatisfied after their cases are reviewed by the town board can seek redress in Penobscot County court.

Leonard said that the third group for which the town is seeking members is an informal group whose role will be to help come up with possible reuses for a structurally sound building that is part of the Veazie Dam property.

The dam property has been acquired by the Penobscot River Restoration Trust, which is arranging to remove the dam after it is decommissioned this summer. The dam removal is part of the trust's effort to restore Atlantic salmon habitat along the Penobscot River.

Also targeted for demolition is the building that houses the turbine, according to Leonard.

Residents interested in any of the openings, which are appointed by the town council, should complete and submit a [Citizen Involvement Application](#), which can be downloaded from the town's website at www.veazie.net or picked up at the municipal building.

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