



Veazie Town Council

Regular Meeting

October 8, 2013

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 September 23rd 2013 Council Meeting Minutes.
- ITEM 6. Comments from the Public

New Business:

- ITEM 7. Zumba Contract
- ITEM 8. Appointment of Election Warden
- ITEM 9. Cemetery fees discussion
- ITEM 10. Ground Maintenance Contract

Old Business:

- ITEM 11. Fire Department proposal discussion
- ITEM 12. Veazie dam building reuse discussion
- 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 AP Town Warrant #7 Town Payroll #7. Veazie School Payroll Warrant #7 and Veazie School Warrant #7
- ITEM 17. Adjournment

Joseph Friedman
1 Veazie Villas
852-0933

Karen Walker
1002 Mutton Ln
947-0458

Robert Rice
1116 Buck Hill Dr
942 -3064

Tammy J. Perry
5 Prouty Drive
947-9624

Chris Bagley
16 Silver Ridge
907-4820

Agenda Items

For October 8, 2013

Item 7: With the departure of our latest Zumba Instructor I tasked Recreation Director Young with finding a replacement. He spoke to several instructors and determined that Mary Drew would be a good fit for the Town of Veazie. She is with us this evening to answer any questions, comments or concerns. I have also prepared a contract with Mary for your review and approval.

Item 8: For this November 5, 2013 election we need to appoint an Election Warden. Veazie resident Sandra Patterson has agreed to accept this position and it would be management's recommendation that she be appointed to this position.

Item 9- After appointing Dick Coffin to the position of Cemetery Sexton we have reviewed the fee schedule for burials and found that we are considerably low compared to other communities. This is a discussion that has occurred at previous meetings but no action had been taken. Attached is a suggested fee schedule for burials. It would be management's recommendation that these be accepted as written

Item 10- As mentioned at the previous council meeting I wanted to send out rfp's on ground maintenance earlier this year. I have rewritten the bid request and have attached it for your review and comments. I feel this is more accurate and more in line with the Town's needs and will include all mowing under this contract unlike now where it's the responsibility of Town staff to take care of nuisance mowing. Once comments are received I would suggest that the rfp be sent out immediately so bidders are able to see what they are bidding on prior to snow fall.

Item 11- I have attached information that I have received since the last meeting. I have also included a memo from me on my thoughts on retaining the fire department under the Towns control and not contracting out these services. Additional information was received from Capt. Metcalf and Lt Sirois which I have included in the packet. I also met with the call firefighters on their proposal which I address in my memo, and I have sent questions to Orono that was posed at the meeting. At the time of this writing I have not received a response from Orono.

Item 12- Ronald Rideout of Dirgo Building Science Engineers will be with us to discuss his thoughts and vision on the Town of Veazie retaining the Veazie Dam Building for reuse purposes. His vision and thoughts are very interesting and provoking. I have attached information that he has provided which I believe he will be discussing further at the meeting.

Veazie Town Council Meeting
September 23rd, 2013

Members Present: Chairman Tammy Perry, Councilor Chris Bagley, Councilor Joseph Friedman, Councilor Karen Walker and Councilor Robert Rice, Manager Mark Leonard, Secretary Julie Strout, Town Attorney Thomas Russell, Capt Pete Metcalf, Fire Chief of Bangor Fire Dept. Scott Lucas and various members of the public.

Members Absent: None

ITEM 1: Call to order

Chairman Tammy Perry called the meeting to order at 6:30pm.

ITEM 2: Secretary to do the roll call:

All present

ITEM 3: Pledge of the allegiance:

ITEM 4: Consideration of the Agenda

Councilor Karen Walker made a motion, seconded by Chris Bagley to add both public comments back on the agenda starting next meeting. Voted 5-0-0. Motion carried.

Chairman Tammy Perry wanted to add 7b as MMA voting credentials, 8b as Fire Dept. proposal discussion, 8A as Executive session – Legal Council and 8c as Fire Dept. car sale. Item 13 add Prior year town warrant #6a.

ITEM 5: Approval of the August 26th 2013 Council Meeting Minutes and September 16th 2013 Council Workshop Minutes.

Councilor Joseph Friedman made a motion, seconded by Councilor Robert Rice to accept the August 26th, 2013 Meeting Minutes and the September 16th 2013 Council Workshop Minutes as written. Voted 5-0-0. Motion carried.

New Business:

ITEM 6: MRC Board of Directors Election – Candidate Nomination Form

No nominations were brought forward.

ITEM 7: Discussion on upcoming Council Meeting dates.

The Council agreed to change the October 14th Council meeting to Oct 8th, the Nov 11th Council meeting to Nov 12th and they decided to cancel the Dec 23rd all together.

Old Business:

ITEM 7b: MMA Voting Credentials

Councilor Robert Rice made a motion, seconded by Councilor Joseph Friedman to nominate Councilor Karen Walker as a voting delegate for the MMA Annual Business Meeting that will take place Oct. 2nd, 2013 in Augusta. Voted 5-0-0. Motion carried.

ITEM 8a: Executive Session – 1 MRSA 405(6)E – Legal Counsel

Councilor Chris Bagley made a motion, seconded by Councilor Karen Walker to enter into Executive Session – 1 MRSA 405(6) E at 6:41pm. Voted 5-0-0. Motion carried. Councilor Joseph Friedman made a motion, seconded by Robert Rice to exit Executive Session - 1 MRSA 405(6)E at 7:12pm. Voted 5-0-0. Motion carried.

ITEM 8b: Fire Department proposal discussion

Bangor Fire Chief Scott Lucas updated the Council on his proposal. Chief Lucas wanted it to be on record that right from the beginning they were happy to entertain the idea and only if we could go into a collaborative environment with not only Veazie but with our close mutual aide partner Orono. They wanted to avoid any hurt feelings or feelings that they were stepping over where they shouldn't. They were asked to make a proposal and they were happy too. He stated that if Veazie needs Bangor they will come regardless so this will not affect future relationships in any way shape or form, no matter what the Council decides.

The Council discussed the Orono proposal. Councilor Walker had some concerns with the proposal and felt that we should have more details. A lot of unknowns.

The Council reviewed the internal proposals from Capt. Pete Metcalf and the Call Department. The Council would like Capt. Metcalf to come up with a future budget for them to review in order to make a decision.

The Council reviewed the Call Departments proposal. Councilor Walker made a motion to accept the Call Departments proposal excluding #3 so that Manager Leonard could enter into negotiations with other entities. This motion was not seconded. Motion failed. The Council would like a broader current budget from the Call Department first in order for the Council to be able to make a decision.

Councilor Rice stated that if we were to reconfigure our call fire group we might be able, if the writers of this proposal #5 were willing to propose a way that we could have essentially 24/7 coverage. That would be very helpful in terms of how the citizens of Veazie are protected.

Fire fighter Dave Hjorth asked when you say 24/7, do you want someone at the station 24/7?

Councilor Rice stated no he wanted call availability and a commitment from those who are on a roster and that say they will be there. Right now we have nothing that says if we have a call for a fire, the call firemen need to come out, no commitment from them in writing.

The Councilor's would like Manager Leonard to get figures for the next meeting on Oct. 8th and to invite Orono Fire Dept., Bangor Fire Dept. and Attorney Thomas Russell to the meeting again.

ITEM 8c: Fire Dept. Car Sale

Councilor Joseph Friedman made a motion, seconded by Councilor Robert Rice to sell the Fire Dept. car for \$800.00 as is. Voted 5-0-0 Motion carried.

ITEM 9: Manager's Report

Manager Mark Leonard reviewed his report with the Councilor's.

ITEM 10: Comments from the Public

None

ITEM 11: Executive Session – 1 MRSA 405(6)A – Personnel matter

Councilor Robert Rice made a motion, seconded by Councilor Joseph Friedman to enter into Executive Session 1 MRSA 405(6)A at 8:05 pm. Voted 5-0-0. Motion carried.

Councilor Joseph Friedman made a motion, seconded by Councilor Karen Walker to exit Executive Session 1 MRSA 405 (6)A at 8:16pm. Voted 5-0-0. Motion carried.

ITEM 12: Requests for information and Town Council Comments

None

ITEM 13: Review & Sign of AP Town Warrant # 5, #5a, #6 and Prior Year Town Warrant #6a & Town Payroll # 5, #6 and Veazie School Payroll Warrant #5 & #6 and Veazie School Warrant #5, #6

The warrant was circulated and signed.

ITEM 17: Adjournment

Councilor Joseph Friedman motioned to adjourn

Councilor Chris Bagley seconded. No discussion. Voted 5-0-0

Motion carried.

Adjourned at 8:18pm

A True Copy Attest:



Julie L Strout

Deputy Town Clerk

**TOWN OF VEAZIE, MAINE
PARKS & RECREATION DEPARTMENT
INDEPENDENT CONTRACTOR AGREEMENT**

Individual/Proprietor Name: **Mary Drew**
Address/City/Zip Code: **1360 Pushaw Road
Glenburn, Maine 04401**
Telephone: Daytime: **207-561-9405** Cellular: **207-745-1621**

I, **Mary Drew** (Contractor) enter into a contractual agreement with the Town of Veazie Recreation Department (Town) to perform the following duties:

- Organize, instruct and oversee "**Zumba**" classes in a positive, safe environment for the Town of Veazie, ME community.
- I agree to carry out the above-mentioned duties and will pay the following: **20%** of all gross revenue to the Town of Veazie during each session, for my services under this agreement.
- Specifically, in this first session, I/we will begin this ongoing partnership by agreeing to lead a **6** week class (beginning on **October 1, 2013** with an ending date of **November 19, 2013**), and will continue to assist in the growth and development of said program in the community listed above until both parties agree to do otherwise.
- Payment will be paid at the end of each session offered for the terms listed above.
- I agree to conduct the work described in this agreement as an independent contractor, and not as an employee of the Town of Veazie. I understand and agree that I am solely responsible for my work and there will be times when I will not be supervised by any employee of the Town of Veazie.
- I understand that, as an independent contractor, I will not be included in any employee benefits or programs offered by the Town to its employees and agree that at no time will I represent myself as an employee of the Town of Veazie.
- In the event that a claim is made against the Town, that the Town is named as a defendant, or in that the Town should become obligated to pay any sum or satisfy any judgment as a result of my work or actions performed pursuant to this agreement, I agree to hold the Town harmless and indemnify the Town against any such claim, action or judgment.
- This agreement may be terminated by either party at the end of any given session, or in the event that the participant level deems insufficient. In the event of termination, the above listed individual will only be compensated for services rendered to the date of termination.

Additional terms and conditions of this agreement are listed on Attachment A hereto, and are the following:

**TOWN OF VEAZIE, MAINE
PARKS AND RECREATION DEPARTMENT**

ATTACHMENT A

Additional Terms and Conditions:

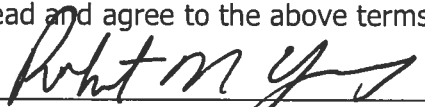
The role of the instructor is as follows:

- To organize and instruct a comprehensive program specifically geared to teach the art of **Zumba** to participants from and around the Town of Veazie.
- To create a positive learning environment for all participants, with safety, productivity and encouragement in all aspects of the class.
- To supervise and facilitate a safe environment, eliminating potential activity-related hazards, high-risk facility issues (i.e. slippery floors, proper lighting, proper utensil use, etc.) and convey this model to all support staff involved.
- To create community awareness (i.e. – local advertisement, schools, related clubs, etc.) promoting this partnership to the benefit of both parties.
- To communicate to the Recreation Director any issues, injuries, or complaints within a 24hr period of incident.

The Town of Veazie Recreation Department will assist with the following:

- Handle all registrations and will assist with public relations (PR) for the program in conjunction with above said contractor
- Will make arrangements for facility reservations, as needed
- Will provide administrative support and strategic planning efforts related to all program goals.

I have read and agree to the above terms:



Town of Veazie, Recreation Director

9/30/13

Date



Contractor

9/30/13

Date

Town of Veazie, Representative

Date

ITEM # 8

Town of Veazie Appointment by Town Clerk

I, Mark Leonard, Town Clerk for the Town of Veazie, do hereby appoint SANDRA PATTERSON as WARDEN of Elections. This term set to expire 11/5/2014.

Sandra Patterson

Mark Leonard, Town Clerk

Date: _____

A true copy attest:

Title _____

Memo

ITEM # 9

To: Veazie Town Council
From: Mark Leonard; Manager
Date: 09-30-2013
Re: Cemetery Fees

With our new cemetery sexton in place I feel that it's time to increase our cemetery fees, which has been discussed for the past several months. Mr. Dick Coffin and I have reviewed the area fees and feel that our fee amount should be the following:

Full Burial: \$450.00

Cremation: \$150.00

Our current fees are as follows:

Full Burial: \$200.00 during the week

\$250.00 for weekend and holidays

Cremation: \$50.00 during the week

\$75.00 for weekends and holidays

Mr. Coffin will receive \$400.00 for a full burial and \$100.00 for a cremation with no change in price if it's during the week or if it's on a weekend or holiday. The additional \$50.00 will go to the Town of Veazie and be placed in the Cemetery Revenue account for future maintenance projects at the cemetery.

TOWN OF VEAZIE

ITEM # 10

Bid Submission Sheet for Grounds Maintenance Contract

Contractor's Name _____

Address _____

Phone number _____

Federal ID/ SS Number _____ MDOT Number _____

Any contract which may be the result of this bid will be between the Town of Veazie (referred to as "we" or "our") and you. When this bid submission and any resultant contract refers to you, it includes your employees and agents. The subject of this bid submission is grounds maintenance services.

Services and Terms

Provide grounds maintenance services for the municipal and school owned properties listed on the mowing site schedule attached. Services to begin on April 15, 2014 and continue until April 14, 2016. Service to include spring clean-up and fall clean-up as indicated in the general requirements of this contract.

Independent Contractor

You and your agents and employees, during the performance of any resultant contract, shall act in an independent capacity and not as officers, employees, or agents of the Town. Any manpower needed to fulfill the obligations described under this bid shall be employed by you and you shall be solely responsible for complying with applicable State and Federal laws including, but not limited to, worker's compensation law, employment security law, and minimum wage law.

As an independent contractor, you will also be responsible for maintaining your equipment in a safe, operable, and legal condition.

As an independent contractor, you will be responsible for all bills for labor, materials, equipment, and fuel and any other items which are incurred in providing the services outlined below. The Town will not pay such bills.

As an independent contractor, you have the right and duty to supervise and control your employees, agents, and equipment. The Town personnel has the right to inspect mowing operations and notify you of any problems, errors, or non-performance.

TOWN OF VEAZIE

THE CONTACTOR AGREES THAT IF YOUR BID SUBMISSION IS SUCCESSFUL:

General requirements:

- To furnish adequate and satisfactory equipment and manpower to maintain the required properties on a weekly basis.
- Grass will be cut at a height of 3" to minimize storm water runoff unless specific site requirements, which are included, dictate otherwise.
- Unless the volume of grass clippings becomes too unsightly, it is preferred that clippings remain in place as mulch.
- Each Spring Season prior to mowing each location named in List A shall be power raked, removal of deadfall of limbs, removal of leaves, remove accumulated trash and make necessary repairs to prepare areas for ground maintenance
- Each Fall Season remove leaves and accumulated trash in locations named in List A locations and prepare grounds for off season. This may need to occur several times depending on the leaves that have fallen

Insurance:

To provide proof of the following insurance coverage:

- Worker's Compensation must be provided in accordance with Maine Law
- General Liability: \$1,000,000.00 each occurrence, \$ 5,000.00 medical experience (any one person), \$1,000,000.00 general aggregate, \$1,000,000.00 products – com/op aggregate, \$1,000,000.00 automobile liability – combined single limit (each accident)
- The Town shall be listed as additional insured on your policy

Breach of contract:

If the contractor is in violation of any of the terms of this agreement, or if the Town Manager or his/her designee are of the opinion that the work described in this agreement is being performed unsatisfactorily, the Town Manager or his/her designee shall notify the contractor by certified mail setting forth the basis for the Town's complaint. Upon receipt of such notice, the contractor shall have ten (10) calendar days to comply with the terms and conditions of the agreement or rectify the unsatisfactory work. If, at the expiration of the ten (10) calendar day period the performance or the contractor is not in compliance with the term of this agreement, the Town Manager or his/her designee will, by certified letter, notify the contractor to discontinue all work to be performed under this agreement. The Town may thereupon, by contract or otherwise, complete the work and the contractor will be liable for costs which exceed the rate provided in this agreement. Such charges shall be deemed liquidated damages.

TOWN OF VEAZIE

Indemnification:

You agree to hold the Town harmless from any claim for death, injury, property damage, or other loss which may result from your performance of ground maintenance services. In the event that such a claim is made against the Town, you will defend the Town, and you will pay any amounts (indemnify) for which the Town may be held liable in a legal action for such claims.

Terms of the contract:

The terms of this contract are for the ground maintenance seasons from April 15, 2014 through April 14, 2016, with an option to extend the contract for two (2) years without returning to the bidding process. Payment for services shall be made on the Tuesday following the regularly scheduled Council meeting after invoices are received and approved by the Town Council.

Bid price:

Bid price for ground maintenance as outlined in Schedule A of this proposal

2014 mowing season: \$ _____

2015 mowing season: \$ _____

Before the award of this contract, any bidder will be required to show they have or commit to have the necessary equipment, facilities, experience, ability and financial resources to perform the work in a manner satisfactory to the Town.

The Town of Veazie reserves the right to reject any and/or all bids and to again invite bids; to waive such formalities or informalities as do not affect or alter the substantive provisions thereof; and to negotiate with any bidder its fees which will result in a favorable result for the Town; and to accept any bid deemed advantageous to the Town. The prices specified in this bid are considered valid for a period of 45 days from the stated date of bid opening.

Signature of Authorized Contractor's Representative

Date

TOWN OF VEAZIE

List A Weekly Ground Maintenance Locations

Riverside Park – Old County Road

Fairview Cemetery - all sections located off of State Street

Main Street- Across from Main Street Parking area

Municipal Office Complex – Main Street

Municipal Playground – Flagg Street

Municipal Cul-de-Sacs- Following locations/number(s): Buck Hill-(2), Buck Hill Extension, Longmeadow Drive-(1), Chickadee Drive-(2), Prouty Drive-(2), Arbor Drive-(1), May Street-(1), Hillside Drive-(1), Ridgeview Drive-(1)

Veazie Triangle – Intersection of Main Street, Railroad Tracks and State Street

Veazie Informational Sign area – Intersection of May Street and State Street

Eagle View Drive Entrance – School Street

Chase Road – Corner of Old Chase Road and Jackson Drive

Veazie Community School Complex – School Street

Veazie Community Sports Fields with described extras – School Street behind Veazie Community School Complex and facing Main Street

- Field grass to be cut to length agreed upon between mowing contractor and the Veazie Community School Athletic Director and/or his or her designee.
- Fields need to be mowed the day before all Veazie Community School activities and special events as detailed by the Veazie Community School Athletic Director and/or his or her designee.
- Base paths are to be defined by edging or other means. This is to be done annually – either as part of spring cleanup or fall cleanup.
- Patch seeding and over seeding as needed

Road Side Mowing:

- Approximately 36” path on all roadsides will occur at least 1x per month or so grass length does not exceed 8” at any one time.

TOWN OF VEAZIE

List B **Trimming locations**

Weed Trimming- various and as needed including but not limited to:

- Veazie Community School
- Veazie Community Recreation Fields
- Tennis Courts
- All community parking lots
- Veazie Triangle
- Island- Corner of Main and State (across from Church)
- Main Street railroad bridge
- Veazie community signs- (3) locations (1 Chase Rd, 2 on State Street)
- Fairview Cemetery, where needed
- Veazie Municipal Building Complex
- All Fire Hydrants located throughout the Community

TOWN OF VEAZIE

List C Equipment

(Please list year, make model and quantity of equipment below)

[illegible]

TOWN OF VEAZIE

BIDDER'S QUALIFICATION CERTIFICATE

The undersigned hereby certifies and submits the following qualifications:

Name and address (mailing & physical) _____

Number of years in the lawn care business under present firm name:

Particular types of work performed by your company:

List several recent municipal or private mowing contract references: (include at least 4 with the following information: contract amount, type, name & owner or contact and phone number)

Gross amount of contracts now in hand: _____

Names of Employees that will be employed to complete this contract (attach additional sheets if additional space is needed): _____

By: _____

Title: _____

Memo

ITEM # 11

To: Veazie Town Council
From: Mark Leonard
Date: 10/4/2013
Re: Veazie Fire Department

I am writing this as a follow up to questions raised at the last Council meeting concerning proposals that were sent forward from both full time and call firefighters from the Veazie Fire Department. Questions that were posed reference the Town of Orono's proposal were sent to Chief St. Louise and Manager Wilson. As I researched the questions on Veazie's proposals I reached the opinion that by implementing two changes, along with continued frugal spending, we will be able to keep the fire department under the Town's control and not contract these services out. From my research I have found the following information, which I hope will help with your decisions on how to proceed:

Spending per month thru **September 30, 2013:**

July= \$15,548.30

August= \$12,253.64

September= \$15,382.33

Total: \$43,184.27 **Remaining:** \$128,582.73 * this doesn't include this warrant*

On average we are spending approximately **\$14,394.76** per month. I reached this total by taking \$43,184.27 (total spent) and divided by 3 months of spending. If this spending trends continues we have approximately 8.93 months of spending remaining which will take us nearly to the end of this fiscal year. I reached this amount by taking the remaining balance (\$128,582.73) and dividing it by the monthly average spending. (\$14,394.76). To be certain that we are able to make it thru to the end of this fiscal year I would recommend the following cost saving measure be implemented.

1. **Cost savings as presented by the Call Firefighter(s):** Reduce call back time from 2 hours minimum to 1 hour minimum and then be paid for each hour worked after the call back with a proposed savings of **\$7,753.00** as presented to you at the last Council meeting. In meeting with them I learned this total was reached by cutting the amount spent last year (\$15,506.00) in half as they will only be paid half of the time if this is implemented. I attempted to go further by taking the average of the last 3 years spending, but at the time of this writing I have not been able to gather the figures needed for this to occur. I could have simply used the gross numbers, but to have a more accurate number, like was provided above, I wanted to break out the fire calls from ems call and from training cost. I am certain between cutting the hours and the changes made to the alarm system at Graham Senior Housing we will see a cost savings. It's my intentions to have an average cost savings for you to review at the council meeting.

2. **Cost savings implemented by Management:** Reduce Full Time firefighters from current average pay period hours of 94.62 hours to the minimum contractual hours of 80 hours per pay period. With a proposed cost savings of **\$7,545.38**. This total was reached by taking the 3 year average total hours worked for each full time employee which was figured by the following:

Employee 1 total hours per year: 2010 = 2510.50 2011= 2572.50 2012= 2474.30= 7557.30 total hours divided by 3 years = an average of **2519.10 hours per year** or **96.88 average hours per pay period**. This was figured by taking 2519.10 average yearly hours divided by 26 weeks of pay.

Employee 2 total hours per year: 2010= 2373.50 2011=2365.25 2012= 2465.50 = 7204.25 hours divided by 3 years = an average of **2401.42 hours per year** or **92.36 hours per pay period** This was figured by taking 2401.42 average yearly hours and dividing it by 26 weeks of pay.

The average hourly week between the two employees is 94.62 hours. This was figured by taking employee 1's average hours of 96.88 and employee 2's average hours of 92.36 which equals 189.24 average hours and dividing by 2 (# of full time employees) for a total average of 94.62 hours. Or an average overage of 14.62 hours per pay period. This was figured by using the average 94.62 hours – obligated contractual 80 hours.

The average hourly wage for the two full time employees is \$19.85 dollars per hour. This was figured by dividing employee 1's hourly wage (\$22.21) and employee 2's hourly wage (\$17.48)

I then took the average overage per pay period of (14.62 hours) and multiplied it times the average hourly wage (\$19.85) and reached an average of \$290.21 per pay period and multiplied it times 26 weeks of pay and came up with the cost savings of \$7,545.38 dollars per year. This dollar amount does not include any call backs for working fires or critical incidents which Management would recommend is the only time the full time employees would return to work on call back status so they remain within their 80 hour per pay period..

I also went through this exercise without using averages and the cost savings was \$15,370.83. If I was to average the two numbers it would be approximately \$11,458.11 in savings. This was figured by adding actual savings (\$15,370.83) plus average cost savings (\$7,545.38) and dividing by 2. To be conservative and to provide you with a projected number that will allow for call backs and hours to be paid for holidays as outlined in the contract I chose to use the lower of the two numbers.

This is a reduction only in the wage portion of the budget and these numbers do not take into effect the changes to the associated cost (fica,wc,msr,medicare) which will bring additional savings.

With these two changes, and continued frugal spending, it's my opinion that we can maintain the Veazie Fire Department and stay within the budget that was approved at the Town Meeting. These changes also effect both the call department and the full time department, so the perception that only one side or the other is working to resolve the issue is removed and we can work on bringing the two sides together, so we can move forward as one. Furthermore, with these changes it will not be necessary, at this time, to use any reserves to fund the fire department. As we move forward if we have unforeseen expenditures these monies will still exist and could be used as offsets. Finally, it's my opinion that once the decision is made to keep the Fire Department under the control of the Town of Veazie, and not contract these services out, we will truly be able to take the time to look at ways to restructure the fire department.

DRAFT

Proposed Restructuring 2013/14 Budget

Payroll

Recommend the elimination of the fire chief position. FT fire personnel can manage the day to day operations, emergency management, administrative functions as assigned and negotiated through collective bargaining and limited oversight of the department budget

Recommend eliminating the 2 hour call back for call department thereby reducing call payroll by \$7753.00 as proposed by the call department. Training is already reduced to every other Thursday which will be a reduction in personnel hours. Further recommendation is to eliminate our confined space and technical rescue program. With the reduction in training we can no longer maintain proper competencies for specialized training.

- Impact: Any emergency responses that require a confined space or technical rescue will need to be handled by mutual aid. This will also end the partnership with Casco Bay Energy in regards to providing on site personnel during their shut downs.

Operations

Reduce fuel/gasoline costs from \$5,000 to \$3,000.

Eliminate dues and publications for this budget year

Reduce Fire Prevention to \$400.00.

- In addition wages will be decreased as fire prevention at the school was assigned to a part-time firefighter. Recommend full-time division resumes fire prevention duties.

Eliminate Training Tuition for this budget year.

- There will be no outside training for professional development such as conferences, seminars or fire training to include firefighter certification or specialized training.

Reduce Uniforms to \$1000.00

- Still provides uniform allowance to full-time personnel (\$450.00 each).

Reduce Annual Physicals to \$1500.00

- There are 10 members that will be required to have their annual PFT/respiratory medical which includes the annual TB PPD. The proposed amount will cover those 10 members and allow a balance for new hires.

Eliminate Training Instructor Fees for this budget year.

- No use of outside instructors that charge for specialized training. In addition, no live fire training at Bangor Fire Departments training site as they charge for a safety officer. Finally, no use of a vendor for specialized fire training props.

Eliminate mileage/travel for this budget year

		2013 Budget	2013/14 approved	Additional Reductions	New Proposed
10 - PAYROLL					
300 - FIRE CHIEF SALARY		146,479.00	\$8,750.00	\$8,750.00	\$0.00 eliminated
320 - FIREFIGHTER DAY COVERAGE		9,500.00	\$95,379.00	\$0.00	\$95,379.00
325 - FIRE SCIENCE STIPEND		95,379.00	\$1,600.00	\$0.00	\$1,600.00
330 - CALL FIREFIGHTERS		1,600.00	\$32,070.00	\$7,753.00	\$24,317.00
	Expense....	146,479.00			
20 - BENEFITS					
010 - FICA EXPENSE		23,695.00	\$8,726.00		\$8,726.00
020 - MEDICARE		9,924.00	\$2,041.00		\$2,041.00
030 - WORKERS COMPENSATION		2,360.00	\$19,000.00		\$19,000.00
	Expense....	11,411.00			
30 - RETIREMENT / INSURANCE					
010 - HEALTH INSURANCE		23,695.00			
020 - RETIREMENT 457		17,330.00	\$10,600.00		\$10,600.00
025 - ME STATE RETIREMENT		9,878.00	\$7,250.00		\$7,250.00
	Expense....	7,452.00			
40 - OTHER COSTS					
011 - FUEL		17,330.00			
041 - COMMUNICATIONS		11,200.00	\$5,000.00	\$2,000.00	\$3,000.00
061 - UNIFORMS		2,300.00	\$2,300.00	\$300.00	\$2,000.00
076 - ANNUAL TB-FD		1,600.00	\$1,600.00	\$600.00	\$1,000.00
081 - HEPATITIS B		1,600.00	\$300.00	\$0.00	\$300.00
092 - EMS RECERTIFICATION - FD		300.00	\$500.00	\$0.00	\$400.00
101 - ANNUAL PHYSICALS		500.00	\$400.00	\$0.00	\$200.00
111 - FIRE PREVENTION		700.00	\$200.00	\$0.00	\$1,500.00
	Expense....	2,500.00	\$1,700.00	\$200.00	\$400.00
45 - FIXED COSTS					
400 - HEATING COSTS		11,200.00	\$800.00		
	Expense....	0.00			
50 - PROFESSIONAL FEES					
011 - MAINTENANCE CONTRACT-FD		0.00			
021 - UNION CONTRACT EXPENSE		6,800.00	\$7,351.00	\$1,351.00	\$6,000.00
	Expense....	0.00			
60 - REPAIRS					
060 - RADIO REPAIR - FD		21,850.00			
070 - SCBA MAINTENANCE		2,000.00	\$2,000.00	\$800.00	\$1,200.00
071 - FIREFIGHTING EQUIPMENT		2,100.00	\$2,100.00	\$800.00	\$1,300.00
072 - ISSUED EQUIPMENT		2,500.00	\$2,000.00	\$1,000.00	\$1,000.00
073 - EMS EQUIPMENT		4,500.00	\$3,500.00	\$1,500.00	\$2,000.00
074 - SMALL MECHANICAL EQUIPMENT		450.00	\$450.00	\$0.00	\$450.00
190 - UNIT 190		800.00	\$800.00	\$250.00	\$550.00
191 - ENGINE 191		1,750.00	\$1,200.00	\$1,200.00	\$0.00 eliminated
192 - ENGINE 192		2,600.00	\$2,600.00	\$2,600.00	\$0.00 eliminated
		1,200.00	\$1,550.00	\$0.00	\$1,550.00

DRAFT

195 - ENGINE 195	2,200.00	\$2,700.00	\$0.00	\$2,700.00
198 - UNIT 198	1,750.00	\$1,200.00	\$0.00	\$1,200.00
Expense....	21,850.00			

80 - EQUIPMENT PURCH, RPR & MAINT	0.00
010 - EQUIPMENT PARTS	0.00
Expense....	0.00

Veazie

3:50 PM

Expense Detail Report

ALL Accounts

Account-----	ALL Accounts	Unexpended
Date	Current	Balance
Jrnl	Budget	Net

95 - MISCELLANEOUS	8,000.00			
300 - FIRE CONTD				
005 - do not use	0.00	\$2,000.00	\$0.00	\$0.00
010 - TRAINING	2,000.00	\$450.00	\$0.00	\$0.00
011 - MILEAGE/TRAVEL	450.00	\$1,500.00	\$0.00	\$0.00
015 - TRAINING INSTRUCTOR	1,500.00	\$700.00	\$0.00	\$0.00
020 - DUES / SUBSCRIPTIONS	700.00	\$1,500.00	\$500.00	\$1,000.00
030 - OFFICE SUPPLIES	2,000.00	\$450.00	\$0.00	\$450.00
042 - TRAINING MATERIALS	450.00	\$0.00		
082 - NFPA CODE SUBSCRIPTIONS	900.00	\$0.00		
Expense....	8,000.00			
Departmen	235,354.00			


Expense Detail Report



Veazie

3:50 PM

Account-----	ALL Accounts	Unexpended
Date	Current	Balance
Jrnl	Budget	Net





Council Approved Cut	\$231,767.00	\$34,654.00	\$197,113.00
Town Approved Budget	(\$60,000.00)		
	\$171,767.00		


 Message Fri, Oct 4, 2013 6:22 AM

From:  "Tammy J. Perry" <tammy@veazie.me>
To:  **Mark Leonard**

Subject: Fwd: Veazie Dam Building Reuse

Attachments:

 Attach0.html / Uploaded File	11K
 Memo Style-to Laura Day given to Mark.pdf / Uploaded File	96K
 Plans from HE Sargent w markups.pdf / Uploaded File	378K
 Veazie Power Station Information to date.pdf / Uploaded File	1M



Mark,

Since packets have not gone out yet, please print these attachments and include them in the packets and add "Veazie Dam Building Reuse Discussion" under Old Business on the agenda.

The reuse of the Veazie Dam building has been a topic of discussion with the council since 2009, when Councilor Hathaway stated that it would be a "real shame to let this opportunity go by." He wanted to see something done with the power house, because "it's a great piece of history."

We owe it to the past council and the future of Veazie to allow 15 minutes at the October 8th meeting for this timely discussion. If it does not fit within our 90-minute target, it is at my discretion to make meetings longer. I can also cut something else from the agenda if necessary.

Please contact me if you have any questions.

Thank you,
Tammy

Original Message -----

Subject: Veazie Dam Building Reuse
Date: Fri, 4 Oct 2013 01:18:25 +0000
From: Ronald Rideout
To: Bob Rice (robert_rice@umit.maine.edu) , tammy@veazie.me
CC: Mark Leonard (mleonard@veazie.net)

Dear Council Members,

Based on my discussions with some council members, I have been assured that I will be on this coming Tuesday's agenda to discuss the potential adaptive re-use of the Veazie dam Buildings. I trust that someone can forward this information along to the other Council members so it can be reviewed prior to our meeting. Given that demolition is taking place at a rapid pace now, we have no time to waste. Laura or another representative of the Trust will attend. I am going to send another email that invites Laura to attend and does not have all of these attachments as some of the advice I had given Mark is about our posturing to ensure an equitable solution for the town of Veazie. It

would be nice if some Council members could please re-enforce the need for her presence by sending her an email. She does not believe you care at all.

Even if the building is not demolished, it is very risky to assume that a private developer is going to be interested in these buildings so to sit passively and hope for the best is not an acceptable option to me-with all due respect.

Attached you will find a series of emails detailing possible paths forward. I think the town needs to work closely with the Trust, including the potential for re-allocation of the current money being spent on the demolition, in order to get these buildings up and running again so we, the town, can collect taxes on them and maybe more. A for-profit company could not likely take advantage of "Value Engineering" that I am proposing. With Value Engineering, needless spending on the project is discovered and that money is reallocated to invest in keeping the buildings and making them economically viable. I do believe we need to pull out all stops to make this happen including contacting both of our Congressmen as I am sure they would be happy to know that the Trust has worked with us in such a fashion to do the right thing for Veazie and the public that Veazie serves.

Thank you in advance for placing me on the October 8th Agenda. I will see you then. I expect about 5-7 minutes of presentation and then will answer all questions from anyone. If I do not have the answer, I will do my diligence to find out the answer and forward it to the Council for distribution.

Sincerely,

Ronald W. Rideout, PE

DIRIGO
BUILDING SCIENCE
ENGINEERS



"Making Your Vision a Reality"

Ronald W. Rideout, PE
Principal Engineer

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Fax: (207) 433 - 1075
Cell: (207) 852 - 2184
Email: rrideout@dirigobse.com
Web: www.dirigobse.com

Ronald Rideout

From: Ronald Rideout
Sent: Wednesday, September 25, 2013 12:39 AM
To: 'Laura Rose Day'
Subject: RE: Veazie Dam Building Adaptive Reuse-RFP

Laura,

I think an RFP is a great idea if done right. I think my firm is best equipped to help you with that. It would start with a feasibility study to provide the necessary definition and perimeters.

I believe this is likely should be a public building. It should be owned by the city of Veazie ultimately. Unfortunately they do not have a housing authority and most likely the time or ability to lead them through a process that creates a housing authority. I fear at this point, with all that they have to worry about, this project puts an untimely burden on them. That is very unfortunate. With some reservation, I do believe my firm could institute a program, act as the interim housing authority and then ultimately hire out our replacement. I would be willing to study such a plan and implement that plan if given the funding and attention of the town. It would be my intention to cut through any and all politics to objectively serve the greater good. Veazie is a tough town to do that but so be it.

My company is for profit. I am a civil engineer so in many ways I am a public servant. We must do what is right for the public always. Typical high quality engineering, like Dirigo BSE offers, is not retained based on price. Our hourly fees are within industry standards. Our value is in our ability to define the proper scope and stick to task to solve the problem. I have a team in place that can do this objectively. I do think I have all the resources necessary to potentially institute a housing authority. I have a former engineering ally, approaching retirement, that is President of a Trust down in the Brunswick area. He would be one of many resources I would reach out to if given the opportunity.

On the flip side, giving this valuable resource to a private owner does simplify the town's position to maintain status quo and just collect taxes. That said, perhaps the feasibility study should be that broad. The study should state the reality of privately owned buildings that become a draw on the Landlord to the point of abandonment. We can never let that happen. The city of Bangor, in a recent article in the BDN, can attest to this growing problem.

Dirigo Building Science Engineers and Associates has a team in place to perform this feasibility study. I am willing to perform all the necessary public participation to try and satisfy everyone's concerns. We will not please all everyone but sure will try.

I look forward to our phone conversation. I have much to learn but find this situation to be exciting and challenging. A great opportunity for Veazie. A venture worthwhile at this point. I just want to reinforce that my company does not play politics. We are black and white thinkers so I hope the path the Trust chooses will allow for us to work in a very objective direction otherwise my firm will not be able to participate.

I know time is short. I have numerous projects to work on over the Winter cycle. This would be a very exciting project to include.

Thanks,

Ron

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BUILDING SCIENCE
ENGINEERS



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Ronald W. Rideout, PE
Principal Engineer

Office: (207) 974 - 3024
Fax: (207) 433 - 1075
Cell: (207) 852 - 2184
Email: rrideout@dirigobse.com
Web: www.dirigobse.com

From: Laura Rose Day [<mailto:laura@penobscotriver.org>]
Sent: Monday, September 23, 2013 7:27 PM
To: 'Ronald Rideout'
Subject: RE: Veazie Dam Building Adaptive Reuse

Good afternoon,

I did not receive your previous message, but will call you tomorrow. Thank you for your interest.

Best,

Laura

From: Ronald Rideout [<mailto:rrideout@dirigobse.com>]
Sent: Monday, September 23, 2013 2:21 PM
To: Laura Rose Day
Subject: Veazie Dam Building Adaptive Reuse

Ms. Day,

I attended the walk thru last week and am now following up on my phone call to you with this email. My company is newly formed and well founded as Civil Engineers offering full building and site design services. I have nearly 25 years' experience designing buildings and bridges. The Veazie dam building could be a very nice project. It would be a complete shame to demolish a structurally sound building.

I have reached out to a few colleges and have formulated a team that can do a feasibility study, design and build a renovation project and then potentially become the facilities manager. We are all for profit companies and none of us can do this project for free. I would like to craft a letter/proposal to you on a proposed path forward that will provide the utmost objectivity in determining who the new owner should be and what the building should be used for. I know that the town of Veazie and abutting residents are not going to like to hear that low income housing is the most viable option for the building. My objective approach using benefit cost analysis methods will conclude the right option- whatever that might be. My company is prepared to move forward with the design and public participation required to do the right thing to this building. We will not play any part in destroying it though. That building, with heat, is worth at least \$150/SF. It will be a complete shame if someone doesn't step up and offer a solution.

You had alluded to possible scope revisions to the current project for the new Owner. I am wondering if you and HE Sargent would be willing to open up your plans, specs and estimate in order for my team to value engineer our initial fee to do the feasibility study from the current project. Typical feasibility studies cost around \$5,000-\$10,000. My latest estimate is around \$20,000 but we should be able to narrow down the scope as it includes reaching out to many developers throughout the state.

As an Owner's Representative on a prior healthcare project, Cianbro gladly went through all Divisions with us. European countries actually require contractors to have an open book policy. I have found that the good contractors like HE Sargent, around here do the same. I would think that if there is any serious interest in saving the building, some form of arrangement between the Trust and HE Sargent could be achieved to pull out the money for us to do this initial study. Otherwise, I think our hands are tied.

I would like to have a conversation with you prior to sending a formal proposal. I have a history with HE Sargent too. It makes some sense to do a walk through with all parties prior to you receiving our proposal. Please give some consideration to the above recommendations and give me a call at your earliest convenience. You can also visit our website to find out who we are.

Thanks,

Ron



Ronald W. Rideout, PE
Principal Engineer

Office: (207) 974 - 3024
Fax: (207) 433 - 1075
Cell: (207) 852 - 2184
Email: rrideout@dirigobse.com
Web: www.dirigobse.com

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2013.0.3408 / Virus Database: 3222/6694 - Release Date: 09/24/13

From: Ronald Rideout
To: [Mark Leonard \(mleonard@veazie.net\)](mailto:mleonard@veazie.net)
Subject: Veazie Power Station Information to date
Date: Tuesday, October 01, 2013 9:13:51 AM
Attachments: [Memo Style-to Laura Day given to Mark.pdf](#)
[Plans from HE Sargent w markups.pdf](#)

Mark,

I have attached all of the remaining information I have gathered so far on our building. The email I sent you last night was very long and all-encompassing so let me just boil down what I respectfully think you should do as I am presuming the role of Veazie's Engineering Firm;

1. The path forward is to contact Laura Day at the Trust immediately to let her know that Veazie may be interested in the building project after further consideration so they should stop the path forward with an RFP and perhaps forward you all documents related to the project. Our posture should be that we(Veazie) once had a steady tax revenue as hydro-electric dam and it now is lost forever with this project. It is debatable as to whether the salmon will ever come back. We are environmentally friendly however. We should be given the opportunity to guide the end product of this area which should include them potentially allowing us to use their money properly to adaptively re-use the building through a "Value Engineering" process. I believe the Trust is a non-profit and is using our public money. Very similar to my experiences with Federal money I used for local bridge projects in Maine. The experiences I could share will give us leverage I believe.
2. I think you should contact your immediate supervisor, Council Chair, Ms. Perry. It has been my experience that your directives are to come from that position. I would think that Councilor Perry would seek advice from the Council and perhaps this item can be put on the next council meeting agenda. I am available upon your request.
3. Keep me informed please as I do wish to help and feel my background does best equipped me to do so very effectively. If Veazie is not going to capitalize on this building project, my private affiliates will seek to capitalize on the project by first being assured that the Trust creates an objective RFP. The private route will not permit us to use the Federal funds though that are buried in the project now.

I am going to be gathering useful data to give you a sense of the profitability of this project as I have time. I am aware that the time for this item is competing with the Fire Department issues but would think once everyone realizes how much initial money is at stake here and how economically viable the building could be annually to the town, we all would want to aggressively pursue this project for the sake of the town.

Respectfully,

Ronald W. Rideout, PE

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Manager's Report

For October 8, 2013

The days continue to all flow together as we have been extremely busy around the Town Office. Most of my time has been consumed by the fire department proposals and also re-writing the ground maintenance contract so that can be sent out. Other than that I have also done the following:

Attended a retirement party for Sgt. Arden Jones of the Brewer Police Department after nearly 40 years of service

Went to a leadership training at the Cross Center that was sponsored by Machias Savings Bank. This training was very enlightening and thought provoking which may assist with implementing management in the future.

I met with the Fulltime Firemen, The Town Attorney and Ronald Green who represents the Union. It was at this meeting that we discussed additional cost savings that they thought could be implemented without opening the contract. I have attached the document that was discussed under agenda item # 11

I met with Mary Drew on contracting for Zumba services for the Town of Veazie. This document has been attached under item # 7.

I participated in the presentation of the Boston Post Cane to Ruth Woodsum. This event was well attended and was truly a highlight of my day.

I attended the signs, stripes and speed limit training at Jeff's Catering. This was the final portion of a grant that we applied for to receive new street signs for the town at an extremely reduced price. With the completion of this training we should receive the signs, post and hardware soon.

Met with Supt. Rick Lyons to discuss the Town's interest in doing the business office work for the school. He will be meeting with the School Committee on Monday the 7th and provide them with the draft RFP. After they approve the RFP it will be sent out at which time I will review it and respond to it with the Town's pricing.

Met with Ronald Rideout on his vision and thoughts on the Town of Veazie retaining the Veazie Dam Building. He will be with us at the Council Meeting to discuss this issue with you further.

I met with the call fire fighters to discuss their proposal and the implementation of recommendations they provided. I thought the meeting was well received and showed their passion for keeping the fire department under the control of the Town. This meeting was also attended by Lt. Sirois.

After the last Council meeting it was brought to my attention that our Ambulance Contract with Orono has not expired and has an end date of December 2014. I have relayed to the Orono Town Manager the desire to look at the possibility of reviewing this to see if we can increase the Town of Veazie's revenue from this service. We have not had any further conversation on this topic since the email and I have not prepared a new rfp at this time.

Manager's Report

For October 8, 2013

The Ladder truck suffered a catastrophic failure on Saturday that we have been addressing. From what can be determined is the fan blade failed which caused damage to the plastic surrounding which ultimately caused damage to the radiator. We attempted to repair the radiator but it was unable to be repaired. A new one has been purchased and we are waiting for the rest of the necessary parts to complete the repair. The vehicle has been out of service since Saturday September 28. It is anticipated that it will be back in service by the end of next week.

I met with the Electrician and all of the exterior lighting has been repaired and or replaced. We had numerous lights out and one light had failed causing electrical issue inside the building. All of this has been resolved and exterior lighting should be working properly now.

Attachments:

Letter of Support on study on transportation needs for seniors

Memo to Officer Parkhurst

Letter from Maine Resource Recovery Association reference changes to the bylaws

Updated letter to Casco Bay Energy

Email on Next Year's LD 1 Growth Factor

Certificate of Record on Signs, Stripes and Speed Limits workshop

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



October 3, 2013

Dr. Len Kaye
Center on Aging, University of Maine
25 Texas Avenue, Camden Hall
Bangor, Maine 04401

Dear Mr. Kaye,

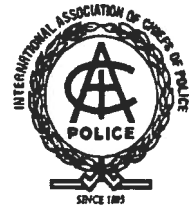
I am writing this letter to confirm the support of the Town of Veazie and your request in a needs assessment study to expand transportation for the elderly in the Towns of Veazie, Orono, Old Town and surrounding areas. I believe that such a study would provide me as the Town Manager and other area Managers much need information reference this important topic. I further agree that this may help us with future planning as the population in these communities continue to age along with the need for increased transportation.

If you have further comments, questions or concerns after reviewing this please feel free to contact me at mleonard@veazie.net or by calling me at 207-947-2358.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark E. Leonard", is written over a horizontal line.

Mark E Leonard
Town Manager



Veazie Police Department

Mark E. Leonard, Chief of Police
1084 Main Street
Veazie, ME 04401-7091
(207) 947-2358
Fax: (207) 947-2358

To: Officer Parkhurst

From: Sgt. Emery



Date: 09/25/13

Re: Job well done!

Officer Parkhurst:

On 09/19/13, you assisted Community Health and Counseling with getting some "blue papers" signed. As a result of your work, Chief Leonard received the following e-mail:

Chief

In the spirit we all get complaints, I would like to pass on an "atta boy" reference Officer Matt Parkhurst. I am a crisis worker for Community Health and Counseling and last Thursday 9/19/13 after a long day I needed a set of blue Papers signed by a judge who resides in your community. I called PSO Dispatch who connected me with Officer Parkhurst. He was everything you would want in an officer when no one is paying attention. He was polite and eager to assist me in receiving the fax and transporting them to the judge and returning them via fax. He even called me back to assure I had received the document back. I have been a crisis worker for 19 years and have worked and trained with and for law enforcement for most all of those 19 years. He was the consummate professional and I thought you should know this. If there is anything else you would like to know or if I can ever be of any assistance please call me at 207-485-5477 or email me back at troutme@hotmail.com.

Thanks again for your Departments assistance

Ted Hunt

CRIME PREVENTION IS EVERYBODY'S BUSINESS

**Maine
Resource
Recovery
Association**



142 Farm Rd. Suite 2
P. O. Box 1838
Bangor, ME 04402-1838
Telephone 207-942-6772
Facsimile 207-942-4017
Email: victor.horton@mrta.net
Website: www.mrra.net

MRRA Members

September 24, 2013

Greetings:

The annual meeting is coming right up on October 28, 2013 at Jeff's Catering, Brewer, Maine.

The Board of Directors has reviewed the bylaws that govern how the organization is structured and functions. Since the last comprehensive review in 2010 and more recently with the State Planning Office Solid Waste Division no longer represented on our board, changes need to be made to the bylaws.

Please find enclosed a copy of the MRRA Bylaws dated September 27, 2010 showing all of the proposed changes to the right of the document text. Following a vote of the membership at the upcoming annual meeting, the changes approved by the members will be incorporated into the document which will then be posted on the MRRA website.

If you are interested in seeing the unedited version of the September 27, 2010 bylaws, it is available on our website at:

http://www.mrra.net/wp-content/uploads/MRRA_By-Laws_09-27-10.pdf

Please plan on attending the MRRA's Annual Business Meeting in Brewer on October 28, 2013 and participating in the vote to enact the bylaw changes.

The best way to get all of our updates is to go to www.mrra.net and join our mailing list

We hope to see you there.

Best regards,

Victor Horton
Executive Director

Adopted - Annual Spring Meeting, June 26,1986
Amended - MMA Convention, October 15, 1988
Amended - MSWMRA Annual Meeting, April 26,1989
Amended - Annual Meeting, May 2,1990
Amended - Annual Meeting, April 25,1991
Amended - Special Meeting, July 16,1992
Amended - MMA Convention, October 13, 1993
Amended - Annual Meeting, May 23, 1996
Amended - Annual Meeting, Sept 9, 2002
Amended - Annual Meeting, Sept 27, 2010

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Financial Structure:

- A. The Association may be established under the Internal Revenue Service's 501.C.3, and, if so established, shall operate under appropriate rules and regulations.
- B. The Annual Dues and membership structure of the Association will be determined ~~on a yearly basis~~ by a majority vote of the MRRA Board of Directors.
- C. Cooperative Marketing Fees: ~~the Cooperative Marketing Committee~~ the Board of Directors shall establish a fee schedule ~~for MRRA members~~ to participate in the cooperative marketing service.

~~The fee schedule shall be determined on an annual basis by the Cooperative Marketing Committee and approved by the Board of Directors. Such fee schedule shall reflect the anticipated financial requirement of the Marketing Cooperative. Entities participating in the Marketing Cooperative shall hold a valid membership in the MRRA.~~

- D. The MRRA may accept grants from government agencies and private foundations upon the vote of the Board of Directors.
- E. Upon a vote of the Board of Directors, the MRRA may enter into contracts and agreements with recyclable material sellers and material buyers. The Board of Directors may delegate the approval and signing of such documents to the Cooperative Marketing Committee and/or Coordinator/Staff.
- F. Disposition of Assets Upon Dissolution
 - 1. Notwithstanding any other provisions of these articles, the organization is organized exclusively for one or more of the purposes as specified in Section 501.C.3 of the Internal Revenue Code of 1986, and shall not carry on any activities not permitted to be carried on by an organization exempt from Federal income tax under IRS 501.C.3 or corresponding provisions of any subsequent tax laws.
 - 2. No part of the net earnings of the organization shall inure to the benefit of any member, trustee, director, officer of the organization, or any private individual (except that reasonable compensation may be paid for services rendered to or for the organization), and no member, trustee, officer of the organization or any private individual shall be entitled to share in the distribution of any of the organization's assets on dissolution of the organization.
 - 3. In the event of dissolution, all of the remaining assets and property of the organization shall after payment of necessary expenses thereof be distributed to such organizations as shall qualify under section 501.C.3 of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent Federal tax laws, or to the Federal government or State or local government for a public purpose, subject to the approval of a Justice of the Supreme Court of the State of Maine.

C. Marketing Committee

A standing committee may be established to operate and coordinate the cooperative marketing service and to provide direction, guidance and oversight to the Coordinator.

The Cooperative Marketing Committee shall be made up of two members from the Board of Directors ~~a representative from the State Planning Office~~ and a representative from each active participating entity of the marketing cooperative. To be considered an active participant, the entity shall have shipped at least one load of material through the marketing cooperative during the prior twelve month period. ~~The SPO representative shall be a voting member during the period when the State of Maine provides funding for the cooperative marketing services. A member of this standing committee shall be a member representing material buyers. The buyer representative will not have voting rights on this committee.~~ All members shall be appointed by the Association's Board of Directors for a term of one year.

In the event that a member of the Committee is unable to complete their term, the Board of Directors shall appoint a qualifying person to complete the remainder of that term. Committee members may be removed from the Committee for failing to adequately participate or attend meetings.

D. Education Committee

The Education committee will consist of marketing members, solid waste professionals, and interested parties recommended by the BOD, state agencies, MRRA staff, and a member of the BOD

Scholarships:

The MRRA establishes a scholarship to further educational interests in solid waste & recycling. The BOD will determine eligibility through an application process.

Personnel:

The MRRA Board of Directors may hire such consultant services and staff as is necessary to fulfill the goals of the MRRA. The Coordinator shall be responsible for fulfilling program requirements as established by the Cooperative Marketing Committee. The Association will be responsible for all costs associated with this position. Additionally, the Association will provide liability insurance and bonding of the Coordinator in an amount and type necessary for the provision of the services.

Meetings:

The Association will hold meetings for the purposes of providing informational panels, tours, seminars, etc., and to conduct whatever business the Board of Directors has to bring before the assembled membership.

The Annual meeting will be held each year, the date and location to be determined by a majority vote of the MRRA Board of Directors. The Board of Directors for the coming year shall be elected at the Annual Meeting.

September 24, 2013

Casco Bay Energy Company, LLC
Mr. Brian Ahern, Asset Manager
125 Shore Road
Veazie, Maine 04401

RE: Casco Bay Energy Company TIF Reimbursement Overview Revised Copy

Dear Mr. Brian Ahern and Gilbert Duran:

This letter is meant to serve as a written overview of the Casco Bay Energy Company TIF reimbursement covering the tax year from July 1, 2013 through June 30, 2014.

Estimated Tax and Refund for Property Declaration April 1, 2013:

\$140,742,771.00	Tax Increment District Value
\$ 3,210,000.00	Original Base Value
<u>\$ 6,028,670.00</u>	<u>Outside TIF District Value</u>
\$149,981,441.00	Total Taxable

$\$149,981,441.00 - \$6,210,700 \times 0.01750$ (tax rate of 17.50 mills) = **\$2,515,987.97**



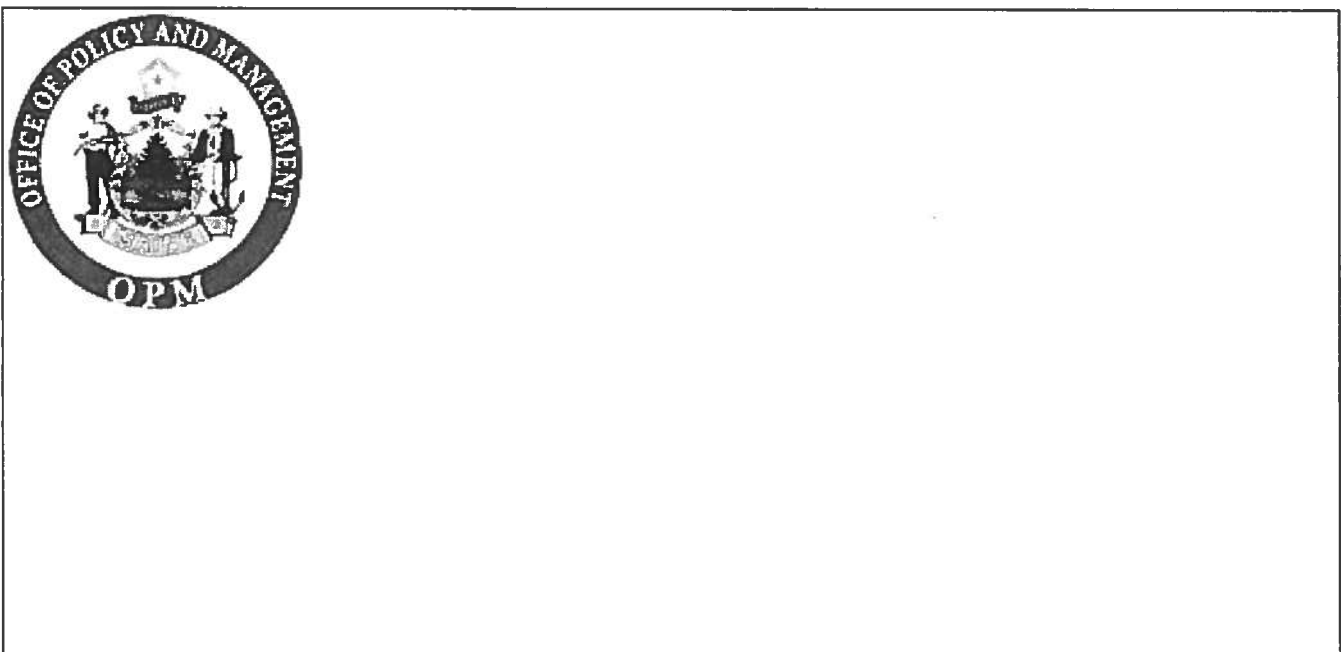
Bulk: Message

Tue, Oct 1, 2013 1:01 PM

From: LD 1 Income Growth Factor for 2014 <moderator@memun.org>
To: "keymunicipalofficials@imail.memun.org" <keymunicipalofficials@imail.memun.org>
Bcc: Mark Leonard
Subject: Next Year's LD 1 Income Growth Factor

Attachments: Attach0.html / Uploaded File 41K
image001.png / Uploaded File 371K

PLEASE SHARE WITH THE MUNICIPAL OFFICIAL WHO CALCULATES THE LD 1 WORK SHEET



Maine Office of Policy and Management

State House Station #181
Augusta, Maine 04333

Director
Richard Rosen

TO: Municipal and County Officials

FROM: Amanda Rector, State Economist

DATE: September 30, 2013

RE: Next Year's LD 1 Average Personal Income Growth is 1.09%

With the passage of "LD 1" in 2005, towns and counties are required to calculate a property tax levy limit each year based on local property growth and statewide average personal income growth. Each town and county is responsible for calculating its property growth using the most recent valuation data available. The Office of Policy and Management (OPM) is responsible for calculating income growth. For the purpose of calculating municipal property tax levy limits for next year's municipal budgets (the 1/1/2014 - 12/31/2014 budget year for municipalities on a calendar-year budget or the 7/1/2014 - 6/30/2015 budget year for municipalities on a fiscal-year budget), OPM has determined average personal income growth to be 1.09%. The table below shows how this figure was calculated.

Calculation of M Calendar Year	Nominal Personal Income (thousands)	nal Income Growth" % Change	CPI-U	% Change	Real Personal Income
2002	\$37,593,869		179.9		
2003	\$39,525,626	5.14%	184.0	2.28%	2.86%
2004	\$41,666,105	5.42%	188.9	2.66%	2.75%
2005	\$42,537,469	2.09%	195.3	3.39%	-1.30%
2006	\$45,139,882	6.12%	201.6	3.23%	2.89%
2007	\$47,122,341	4.39%	207.3	2.85%	1.54%
2008	\$48,771,438	3.50%	215.3	3.84%	-0.34%
2009	\$48,938,905	0.34%	214.5	-0.36%	0.70%
2010	\$49,360,227	0.86%	218.1	1.64%	-0.78%
2011	\$51,653,256	4.65%	224.9	3.16%	1.49%
2012	\$53,283,432	3.16%	229.6	2.07%	1.09%

	AVERAGE	1.09%
Sources: U.S. Bureau of Economic Analysis and U.S. Bureau of Labor Statistics		

This calculation reflects the methodology described in LD 1, which is now Public Law 2005, Chapter 2: **“Average real personal income growth’** means the average for the prior 10 calendar years, ending with the most recent calendar year for which data is available, of the percent change in personal income in this State, as estimated by the United States Department of Commerce, Bureau of Economic Analysis, less the percent change in the Consumer Price Index for the calendar year.” 2012 is currently the most recent year for which data is available.

THE MAINE LOCAL ROADS CENTER

Presents this Certificate of Record to

MARK LEONARD

for Successful Completion of

**"Signs, Stripes, & Speed Limits"
MUTCD Workshop**

on

**October 1, 2013
Brewer, Maine**

Professional Development Hours (P.D.H.) = 6 hours



U.S. Department of Transportation
Federal Highway Administration

A handwritten signature in black ink, reading "Peter Loughlin".

Director Maine Local Roads Center

