



**Veazie Town Council**

**Regular Meeting**

**March 12, 2014**

**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 24<sup>th</sup>, 2014 Council Meeting Minutes.
- ITEM 6: Comments from the Public

**New Business:**

- ITEM 7: Peter Lyford – State Representative Candidate
- ITEM 8: Appointment of election workers for the upcoming State Election
- ITEM 9: Cruiser Purchase
- ITEM 10: Humane Society Contract

**Old Business:**

- ITEM 11: Arbor Day Proclamation
- ITEM 12: Lou Silver's Contract
- ITEM 13: Fire Department Contract
- ITEM 14: Manager's Report
- ITEM 15: Comments from the Public
- ITEM 16: Requests for information and Town Council Comments
- ITEM 17: Review & Sign of AP Town Warrant #17, and Town Payroll #18. Veazie School Payroll Warrant #18 and Veazie School Warrant #18.
- ITEM 18: 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 March 12, 2014

### Council Meeting

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**ITEM 7:** Peter Lyford will be with us at the meeting to introduce himself as a State Representative Candidate.

**ITEM 8:** Julie Strout has put together the list of election workers for the upcoming State Election. This list of workers would need to be appointed by you. The list includes the following; Republican Election Clerks: Jacquelyn Treadwell, Frances Kelly, Randall Bishop and Darleen Lougee. Democratic Election Clerks: Steven Earl and Morgiana Halley. Unenrolled Election Clerks: Marilynn Bishop and Sandra Patterson.

**ITEM 9:** Sgt. Brian “Nick” Nichols of the Police Department will be here to present the bids for cruisers that were received and ultimately will be looking for your authorization to move forward with placing the order for the new cruiser. The order deadline is March 15<sup>th</sup>, which Sgt. Nichols outlined in his memo which has been included in the council packet for review. I have the completed bids for review if someone wishes to see them, but a summary of the pricing received is also included in Sgt. Nichols memo. You will also see that it’s his recommendation to award the bid to Quirk’s for the 2014 AWD Ford Explorer.

**ITEM 10:** Enclosed is the annual contract for the Humane Society. This year’s contract sees a 1% per capita increase. The amount for this year’s contract amount is \$3,722.86.

**ITEM 11:** I have included an updated Arbor Day Proclamation for your review. This has the day set for April 22 and has language change that includes the entire Council proclaiming the date and also signature lines for all members of the Council.

**ITEM 12:** I have written a new contract for Barney Silver which includes all of the work that he has been doing to date and is looking to extend to the year 2020. The contract is included for your review. Mr. Silver has reviewed it and is in agreement with the content. If approved I would look for your authorization to sign the final contract.

**ITEM 13:** Town Legal Staff and I met with the Fire Department’s Union reference contract negotiations. An agreement has been met between the two parties. The only change to the contract is to the wages section. They have agreed to a 2% pay increase for year one of the contract and then a 1% pay increase for year two and year three. I will have a copy of the contract at the meeting for review but that is the only changes from the previous contract. If approved I would also ask for authorization to sign the final contract.

Veazie Town Council Meeting  
February, 24<sup>th</sup>, 2014

**Members Present:** Chairman Tammy Perry, Councilor Karen Walker and Councilor Robert Rice, Councilor Joseph Friedman, Councilor Chris Bagley, Manager Mark Leonard, Secretary Julie Strout, and various members of the public.

**Members Absent:**

**ITEM 1: Call to order**

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

**ITEM 2: Secretary to do the roll call:**

**ITEM 3: Pledge of the allegiance:**

**ITEM 4: Consideration of the Agenda**

Councilor Joseph Friedman wanted to add under 14A an Executive Session 1 MRSA 405-6-A to discuss personnel matters. Chairman Tammy Perry wanted to bump Item 7 ahead of Item 6, add 7B Tax acquired property, 9A Water sample update, 9B Budget update and 9C Contract update

**ITEM 5: Approval of the February 11th, 2014 Council Meeting Minutes**

Councilor Robert Rice made a motion, seconded by Councilor Karen Walker to accept the February 10th, 2014 Council Meeting Minutes as amended. Voted 3-0-2. Motion carried. Councilor Joseph Friedman and Councilor Chris Bagley abstained.

**ITEM 7: Donation to Police Dept. from ADQ Fishing Derby**

Sherry Williams presented Chief Leonard with a donation that was collected at the ADQ Fishing Derby to be put towards the DARE program in memory of her son Alex Quimby.

**ITEM 6: Comments from the Public**

None

**Old Business:**

**ITEM 7B: Foreclosed Property**

Councilor Joseph Friedman made a motion, seconded by Councilor Chris Bagley to authorize Manager Leonard to meet with the assessor and legal council to see what the best way is to get 1030 Maple St. ready for sale. Councilor Robert Rice amended the motion to place a no trespassing sign on the property and Chairman Tammy Perry wanted to make sure temporary Liability Insurance will be put on the property as well. Voted 5-0-0. Motion carried.

**ITEM 8A: Public Works Surplus Equipment**

Councilor Robert Rice made a motion, seconded by Councilor Joseph Friedman to first offer any items to the Town Departments, then in the spring to have a sale for the town's people first then sell remaining items to the public. Manager Leonard also has permission to sell the larger items as he sees fit. Voted 5-0-0. Motion carried

**ITEM 9A: Water sampling update**

The Councilors reviewed the water test results with the public.

Greystone Mobile Home Park – 60.7 ppm

Flagg St.- 57.2 ppm

Buck Hill Dr. – 59.0 ppm

Ridgeview Dr – 70.0 ppm

Oak Grove – 61.1 ppm

Silver Ridge – 57.1 ppm

Davis Dr. – 65.6 ppm  
May Street – 68.1 ppm  
Randolph Dr – 54.9 ppm  
Arbor Dr – 55.3 ppm

The results will be available at the Town office and on the Town website with just addresses showing. The volunteers will get a copy of the test mailed to them.

Councilor Joseph Friedman wanted to add in an August meeting agenda, a discussion of the possibility of having a second water test done.

There were several comments made by citizens of the town.

Manager Leonard wanted to thank Joan Perkins and Suzanne Malis-Anderson for all of their help, time and effort put into this project.

There was a request made that the Council discuss what type of representation the town has at the water district and if it is indeed part of the problem.

**ITEM 9B: Budget Updates**

Councilor Robert Rice went over his list of questions. Manager Leonard will go over the list and will have answers by the next Council meeting.

Councilor Rice made a motion, seconded by Councilor Chris Bagley to move the total balance from 10-4095-00 Public Works Capital to 10-3073-00 Highway Projects for road maintenance depending on what the auditor says. Voted 5-0-0. Motion carried.

Chairman Tammy Perry reviewed her road report. Road discussions will be put on the next meetings agenda to further help the Budget Committee.

**ITEM 9C: Contracts**

Manager Leonard stated that Barney Silver's three year plowing contract expired on May 15, 2013, There was a four and five year option with a \$5,000 increase. The Council agreed to take the fifth year with a \$5,000 increase plus five more years which will make the expiration date May 15, 2020 for the new contract. Manager Leonard will work on getting the contract drawn up and the Council authorized him to continue with all other contracts (Assessor/Code Enforcement, etc.)

**ITEM 10: Rec. Director Job Description**

This item was tabled to discuss at a future meeting.

**ITEM 11: Managers report**

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

Councilor Karen Walker asked about the flags and flowers for the cemetery this spring. Manager Leonard has talked with the sexton and is trying to set a time with him to attend a Council meeting. Mr. Pete resigned from the janitorial position, Manager Leonard is looking to find someone to take his place.

Chairman Perry suggested that the town should have a policy on people using the Council Chambers.

Manager Leonard will draft

a contract for Council approval at a future meeting.

**ITEM 12: Comments from the Public**

None

**ITEM 13: Requests for information and Town Council Comments**

None

**ITEM 14: Review & sign of AP Town Warrant #16, and Town Payroll #17. Veazie School Payroll Warrant #16a& #17 and Veazie School Warrant #17.**

The warrants were circulated and signed.

**ITEM 14A: Executive Session – Personnel Matters**

Councilor Joseph Friedman made a motion, seconded by Councilor Robert Rice to enter into Executive Session pursuant to 1 MRSA 405(6)A to discuss Personnel Matters at 8:01pm. Voted 5-0-0. Motion carried.

Councilor Joseph Friedman made a motion, seconded by Councilor Robert Rice to exit Executive Session pursuant to 1 MRSA 405(6)A Personnel Matters at 8:20pm. Voted 5-0-0. Motion carried.

Councilor Joseph Friedman made a motion, seconded by Councilor Karen Walker to make Mark Leonard a Regular Part-time Town Manager and a Regular Part-time Police Chief with a \$5,000 pay increase to his Manager's salary retro back to January 1, 2014 and his family health insurance is to be expensed from the Police Department budget. Voted 5-0-0. Motion carried.

**ITEM 15: Adjournment**

Councilor Robert Rice motioned to adjourn

Councilor Joseph Friedman seconded. No discussion. Voted 5-0-0  
Motion carried.

Adjourned at 8:22pm

A. True Copy Attest:

  
Julie L. Strout  
Deputy Town Clerk

**ELECTION CLERKS TO BE APPOINTED**

**REPUBLICAN ELECTION CLERKS**

JACQUELYN TREADWELL

FRANCES KELLY

RANDALL BISHOP

DARLEEN LOUGEE

**DEMOCRATIC ELECTION CLERKS**

STEVEN EARL

MORGIANA HALLEY

**UNENROLLED ELECTION CLERKS**

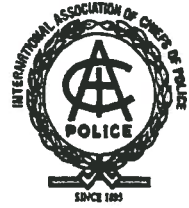
MARILYNN BISHOP

SANDRA PATTERSON

ITEM # 2



ITEM # 9



## **Veazie Police Department**

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

27 FEB 14

To: Chief Leonard

RE: New Vehicle Purchase

Below are the bids we received for a new patrol vehicle:

Darlings-2014 Ford Sedan Interceptor AWD	\$27587.00
Quirks- 2013 Ford Sedan Interceptor AWD	\$26244.00
Darlings -2014 Dodge Charger AWD	\$27958.00
Quirks - 2014 Dodge Charger AWD	\$26340.00
Darlings-2014 Ford Utility Explorer AWD	\$26636.00
Quirks- 2014-Ford Utility Explorer AWD	\$26142.00

\*\*We learned with the receipt of the bids that the deadline for implementing the purchasing process is 15 MAR.

\*\*This bid price is for the vehicle only. It does not include vehicle up-fitting.

The general consensus among officers of the department is a choice between the Ford Explorer and the Dodge Charger, with a decided preference for the Explorer. Not a single officer wanted to consider the Ford Taurus. Therefore, I am recommending we purchase the 2014 Ford Utility Police Interceptor (Explorer). This is based on the following observations:

**CRIME PREVENTION IS EVERYBODY'S BUSINESS**

Price-wise, the Explorer is a bit cheaper, but the difference is negligible. The lowest bid on the Charger is \$26,340 and on the Explorer is \$26,142. The advantage with the Explorer lies in service. My personal experience with having police vehicles serviced at Darling's Ford vs. that of Quirk's definitely gives the advantage to the Explorer. I found Darling's to give the highest priority to Police vehicles. I found that wait times for repairs, even major repairs, were shorter than expected. Darling's has longer service hours than Quirk and they are open more days/week.

The 2014 Charger is being offered with AWD for the first time. I am very wary of using a first year production vehicle component as important as AWD. Ford's AWD system has been in police service for a few years, allowing them to have "the bugs worked out" by now. I have heard only glowing reports about Ford's AWD from officers using both the Taurus and the Explorer. On the other hand, the AWD system in the Charger is a rather large unknown, having never been in police service before. Considering the amount of time our current Charger has been out of service to have various important components fixed (motor, radiator, front end, battery, column shifter...), I have to question the reliability and durability of an AWD system that has never been in use before by law enforcement officers. I understand Dodge's AWD system has been in use for a bit on regular production vehicles. However, the system has not been subjected to police duty use, which is significantly harder on vehicles.

Having an Explorer would allow us to keep that vehicle on the road at all times, no matter what the weather. Since we live in Maine and have snow and ice on our roadways for a significant portion of the year, it just makes good sense to use a vehicle that can handle all road conditions and handle them well. The Explorer has proven to do exactly that. Our current Charger is absolutely horrible to drive if the road is even the slightest bit slippery.

The Explorer has a higher ground clearance than the Charger. Considering the current condition of the roadways (thinking of School Street by the railroad tracks), there's more margin for error when driving over unexpected frost heaves, pot holes, etc. This will result in lesser maintenance/repair costs for the Town. The Explorer can drive in or through more places than the Charger is able to with its higher ground clearance. This gives officers greater accessibility to potential crime scenes, rescue scenes, etc.

With the Explorer, there would be no need to swap equipment between vehicles as we do now during slippery road conditions. Officers would not have to set up a second vehicle during their shift, i.e. lighting checks, radar check, radio check, securing equipment, adjusting mirrors and seats, etc. This would also reduce the possibility of forgotten equipment during a changeover, especially if the officer receives a call for service in the middle of swapping over equipment. This, in turn, leads to increased officer safety and reduced liability for the Town: The officer's attention and thinking will then only be on/about the call he's enroute to and formulating a plan of action rather than trying to remember if he has everything he needs from the changeover. Our attention is already divided more than enough between driving safely to a scene and making a plan while




enroute. Without swapping equipment and setting up a second vehicle in the middle of our shift, we can focus more on our driving and the other driver's on the road while responding rather than dividing our attention further. Officer safety is my top priority – I want to do everything I can to improve our officer's chances of going home safely every night, even the slightest little bit.

The Explorer holds a slight edge in estimated city gas mileage: 16 mpg vs. 15 mpg. Since the vast majority of our driving can be classified as "city," even this 1 mpg difference will add up to significant savings over the lifetime of the vehicle's service. With budgets being what they are everywhere, I think this is a rather important factor in favor of the Explorer.

My final reason for selecting the Explorer is officer comfort. The Explorer most definitely holds the edge in available room, both for the officer and for all the equipment we need with us. The patrol vehicle is an officer's second office, often being occupied for a longer period of time than the office at the station. The Explorer offers greater ease of both entry and exit, especially for those of us with long inseams. Police officers are notorious for having "bad backs" for various reasons – injury, wearing the duty belt over the years, etc. Driving a vehicle that is easy to enter and exit reduces the chances of aggravating any existing back injury or causing a new one. This, in turn, reduces potential medical costs/liability to the Town. Lastly, a comfortable officer is a happy officer. Happy officers produce and deliver a better product to our customers, the citizens of Veazie.

Respectfully submitted,



Sgt. Brian S. Nichols





# The animal place

March 1, 2014

ITEM # 10

Mark Leonard  
Veazie Police Dept.  
1084 Main St.  
Veazie, ME 04401

Dear Chief Leonard:

The time has come again to renew agreements and update our contact information for your municipality. The contract rate per capita is being raised 1% for 2014/2015. We used the Maine Municipal Association's latest population figures to determine your annual contract amount. We are enclosing for your convenience the following information:

1. **2014/2015 Contract Renewal Addendum** – *Please sign and return to the Bangor Humane Society by April 1st, 2014.*
2. **Municipal Stray Contract information Sheet** - Your municipality is responsible for setting the impound fee structure. This fee will be charged to the owner when reclaiming their stray pet. The charges for impound fees that you select will be returned to you each month along with a report detailing the strays received and returned from your municipality. *Please complete and return along with the renewal addendum.*

We would like to remind you that the current stray contract does not include:

- **Owner Surrenders:** We may accommodate owner-surrenders by prior arrangement if we have space. The ACO must have proper paperwork signed by the owner legally releasing the pet to the ACO.
- **Seized Animals:** Prior arrangements must be made to bring in seized pets.
- **Quarantined Pets:** BHS is licensed to quarantine a maximum of 2 dogs and two cats at a time. Prior arrangements must be made to bring in a quarantined pet. Additional fees will be charged the municipality.

We encourage you or your ACO to call us if you have any questions or need assistance with sheltering pets who are owner released, seized or in need of quarantine. Depending upon kennel availability, BHS will make every effort to assist you.

Thank you for choosing to contract with the Bangor Humane Society. We look forward to providing this important service for your town residents for many years to come. You are most welcome to stop by and tour our facility. And of course please do not hesitate to contact us if you have any questions.

Best Wishes,

Suzan L. Bell  
Executive Director  
942-8902 ext. 105  
sbell@bangorhuman.org



**RENEWAL ADDENDUM**

THIS RENEWAL ADDENDUM is made and executed in duplicate as of this 1st day of March, 2014 by and between the Town of Veazie and Bangor Humane Society ("BHS").

**RECITALS:**

A. The parties entered into an Agreement on 7/1/2007 concerning the provision of shelter and care of strayed and lost dogs, cats, and rabbits.

B. The term (or renewal term, as the case may be) of said Agreement expires on **June 30, 2014**, and the parties are desirous of renewing said Agreement for an additional one year period.

NOW, THEREFORE, in consideration of the foregoing recitals and the benefits and obligations in the original Agreement, the parties hereby agree as follows:

1. The term of the Agreement (or the most recent renewal term thereof, as the case may be) shall be extended for an additional one year period, commencing on **July 1, 2014**, and expiring on **June 30, 2015**.

2. For the services to be provided by BHS during the renewal term, the Town of Veazie agrees to pay BHS the total annual sum of 3722.86, which is based on 1.94 per capita of the Town of Veazie's population as of the most recent Maine Municipal Association census, payable in advance in 11 equal monthly installments of 310.24 and a final installment of \$310.22, the first installment being due and payable on the date of commencement of this renewal term set forth in Paragraph 1.

3. Other terms:

4. Except as expressly modified hereby, the parties agree that the terms and conditions of the original Agreement shall be applicable to and binding on the parties for the one year renewal term set forth in Paragraph 1.

IN WITNESS WHEREOF, the parties have caused this Renewal Addendum to be duly executed and sealed on their behalf, in duplicate counterparts, as of the date first above written.

**BANGOR HUMANE SOCIETY**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

Printed Name: Suzan Bell

Its: Executive Director

\_\_\_\_\_  
Witness

MUNICIPALITY OF \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_



*Whereas,* In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, And

*Whereas,* this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

*Whereas,* Arbor Day is now observed throughout the nation and the world, and

*Whereas,* trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

*Whereas,* trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

*Whereas,* trees in our town increase property values, enhance the economic vitality of business areas, and beautify our community, and

*Whereas,* trees, wherever they are planted, are a source of joy and spiritual renewal.

*Now, Therefore,* We, The Town Council, of the Town of Veazie do hereby proclaim **April 22** each year as

## Arbor Day

In the Town of Veazie, and We urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

*Further,* We urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

*Dated this*                    **12<sup>th</sup> Day of March 2014**

Council Chair: \_\_\_\_\_

Councilor: \_\_\_\_\_

Councilor: \_\_\_\_\_

Councilor: \_\_\_\_\_

Councilor: \_\_\_\_\_



# TOWN OF VEAZIE

## Snowplowing/Snow Removal/ Salting / Spring and Fall Roadside Cleanup Contract

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Contractor's Name: **Lou Silver Inc.**

Address: **1558 State Street Veazie, Maine 04401**

Phone number: **207-942-8074**

Federal ID/ SS Number: **01027056900**

DOT Number: **754520**



This contract is between the **Town of Veazie** (referred to as “we” or “our”) and **Lou Silver Inc.** (referred to as “you”). When this contract refers to you, it includes your employees and agents. This contract is for snowplowing/snow removal/salting and spring and fall roadside clean up

### **Services and Terms**

Provide **Snowplowing/Snow Removal and Salting** for all Town approved Roads, Sidewalks, Fire Hydrants and all Municipal and School owned properties. Services to begin on **May 15, 2013** and continue until **July 1, 2020**. Services also to include a **Spring and Fall Roadside clean-up** as indicated in the general requirements of this contract.

### **Independent Contractor**

You and your agents and employees, during the performance of this 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 contract 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 work performed and notify you of any problems, errors, or non-performance.

# TOWN OF VEAZIE

## Snowplowing/Snow Removal/ Salting / Spring and Fall Roadside Cleanup Contract

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### THE CONTRACTOR AGREES TO PERFORM THE FOLLOWING WORK:

- You will furnish adequate and satisfactory equipment and manpower to initiate plowing/snow removal and salting during inclement weather so the roadways, sidewalks, and all municipal and school owned properties are in a safe condition to operate a motor vehicle over or walk on. We reserves the right to verify all equipment, its condition and capacity.
- You are responsible for clearing all intersections, banks, shoulders, cul de sacs, etc. for adequate viewing distances and proper drainage of existing ditches.
- When snowbanks become too high and crowd the shoulders of the road, you are required to push back all banks or remove snow from roadsides to allow for adequate viewing distance
- All drifting prevention measures shall be at the sole discretion of you. We are not responsible for the purchase or placement of any such measures that you determine are necessary
- You are responsible for clearing snow and ice from around all fire hydrants as soon as possible after a storm
- Clearing and salting of all sidewalks shall occur as soon as possible after a storm event. When school is in session the sidewalks in and around the School shall be cleared first.
- A path from the School to Graham Senior Housing shall be cleared after each storm event.
- All damages to residents' property, including mailboxes, shall be the responsibility of you. Failure to remedy by you will result in full reimbursement to us for all costs to remedy.
- All street signs that are knocked over during storms shall be replaced by you as soon as possible if it's a nonessential sign. If determined that it's an essential sign it must be replaced immediately if only with a temporary sign until a permanent sign can be installed.
- Each Spring Season you will conduct a "spring cleanup" of leaves and brush that residents/ businesses within the Town of Veazie place roadside for pick up. Once picked up the leaves will be disposed of by you at a predetermined location. The brush will be chipped by you and disposed of by you in a predetermined location.



# TOWN OF VEAZIE

## Snowplowing/Snow Removal/ Salting / Spring and Fall Roadside Cleanup Contract

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### **THE CONTRACTOR AGREES TO PERFORM THE FOLLOWING WORK (Cont.):**

- Each Fall Season you will conduct a “fall cleanup” of leaves and brush that residents/ businesses within the Town of Veazie place roadside for pick up. Once picked up the leaves will be disposed of by you at a predetermined location. The brush will be chipped by you and disposed of by you in a predetermined location.

### **Times of Plowing:**

It shall be the responsibility of you to initiate plowing, and salting as weather requires, and to maintain the roadways, sidewalks and all municipal parking lots in a safe condition. We require you to initiate plowing at any time the depth of snow exceeds one and one-half inches (1 ½”) either from snowfall or drifting. The Veazie Police Department may request a call out when the Department deems a travel hazard exists on the roadways of Veazie for the general public. Operations shall continue throughout periods of extended storms in order that roadways remain in as passable a condition as possible.

### **Times of Cleanups:**

The date of these event will be agreed upon by us and you with an emphasis on Fall cleanup occurring prior to snowfall and Spring cleanup occurring after snow/ice has melted. We will be responsible for advertising the date of these events.

### **Material to be used for icing:**

We agree to purchase and provide to you salt to be applied only to Veazie Roads, sidewalks and all Municipal parking lots. You are not authorized to utilize sand/salt materials for any purpose of the contract except as may be authorized by the Road Commissioner. You will be required to notify us when additional salt shall be ordered to maintain a stockpile for future applications.

### **Equipment Breakdowns:**

In the event that any and/or all of your equipment become inoperable or unavailable, you shall hire additional replacement equipment, and any necessary operators, at your expense. If you fail to do so, we may hire equipment and operators, as we deem necessary and the cost of this shall be withheld from payment to you.

# TOWN OF VEAZIE

## Snowplowing/Snow Removal/ Salting / Spring and Fall Roadside Cleanup Contract

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### **Insurances/Bonds:**

Provide proof of the following insurance/bond coverage:

- Worker's Compensation must be provided in accordance with Maine Law
- General Liability: \$1,000,000.00 each occurrence, \$ 5,000.00 medical expense (any one person), \$2,000,000.00 general aggregate, \$2,000,000.00 products – com/op aggregate, \$1,000,000.00 automobile liability – combined single limit (each accident)
- A performance bond, satisfactory to us, in an amount equal to the contract prices set forth in this contract. The bond for the first year of this contract shall be provided to us within 30 days of the award of this contract. Thereafter, you shall provide the performance bond to us by August 1<sup>st</sup> of each succeeding year of the contract in the amount of the applicable contract price. Failure to provide the bond(s) shall constitute a default
- We shall be listed as additional insured on your policy

### **Breach of contract:**

If you are 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 contract 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, you will have ten (10) calendar days to comply with the terms and conditions of the contract or rectify the unsatisfactory work. If, at the expiration of the ten (10) calendar day period you are not in compliance with the term of this contract, the Town Manager or his/her designee will, by certified letter, notify you to discontinue all work to be performed under this contract. The Town may thereupon, by contract or otherwise, complete the work and you will be liable for costs which exceed the rate provided in this agreement. Such charges shall be deemed liquidated damages. You shall be responsible for any expense or legal costs incurred by us in the enforcement or other action brought by us under this Contract.

### **Termination:**

Either party may terminate this agreement, without cause, upon providing the other party with written notice of termination provided at least 90 days prior to the effective date of termination.

# TOWN OF VEAZIE

## Snowplowing/Snow Removal/ Salting / Spring and Fall Roadside Cleanup Contract

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### **Emergency Clause:**

In the event that catastrophic ice and snow conditions occur, as defined by the declaration of a state of emergency or natural disaster by the Governor of Maine or the President of the United States, if it is necessary to hire or use heavy equipment not otherwise specified under this contract, and to engage operators for such equipment, your costs for these items **may** be allowed as an extra item for payment under this contract.

### **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 this contract. 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 is from **May 15, 2013** through **July 1, 2020**, with an option to extend the contract for one (1) year without returning to the bidding process. Payment for services shall be made after invoices are received and approved by the Town Council. A suggested payment schedule would be:

October **10%** of the contract amount  
November **10%** of the contract amount  
December **20%** of the contract amount  
January **20%** of the contract amount  
February **20%** of the contract amount  
March **10%** of the contract amount  
April **10%** of the contract amount

### **Re-Assignment of Contract:**

This Contract cannot be re-assigned by you without prior authorization from the Veazie Town Council.

# TOWN OF VEAZIE

## Snowplowing/Snow Removal/ Salting / Spring and Fall Roadside Cleanup Contract

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**Price:**

Price for this contract are as outlined below:

2013: <b>\$87,500.00</b>	2014: <b>87,500.00</b>
2015: <b>\$87,500.00</b>	2016: <b>\$87,500.00</b>
2017: <b>\$87,500.00</b>	2018: <b>\$87,500.00</b>
2019: <b>\$87,500.00</b>	2020: <b>\$87,500.00</b>

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**Signature of Authorized Contractor's Representative**

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**Date**

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**Signature of Authorized Town Representative**

---

**Date**

# Manager's Report For March 12, 2014 Council Meeting



A meeting that was scheduled with Phil Ruck on storm water had to be rescheduled. This meeting was also going to be attended by Barney Silver, Mike Lagasse and CEO John Larson. We rescheduled the meeting for next Monday. The meeting is necessary to address our MS4 permit.

I received an email from Nelson Analytical Labs on the results of the recent conducted water testing. The results were as follows 1)65.6 2)68.1 3)57.1 4) 61.1 5)59.0 6)70.0 7)57.2 8)60.7 9)55.3 10)54.9. Averaged the test equals 60.9. These results were shared with the Council at the Feb 24 Council meeting.

I received and reviewed the statement of deficiencies reference the recent inspection conducted by the Fire Marshall's Office at the Veazie Community Center. This will be presented to the community center redevelopment committee at the March meeting. I have also shared the results with Code Enforcement.

I've met with Noel Musson, Evan Coffey, John Larson and Chris Cronan reference the Town's comprehensive plan. Musson is going to develop a plan to assist with deciding how we move forward with the Towns Comprehensive Plan.

Questions that were produced by Councilor Rice at the Council meeting in reference to the school were sent to Principal Nichols for answering. It was requested that he provide me with the answers so they could be included in the next council packet. Questions that I was unable to answer reference the Town were sent to the auditor and I will include his answers as well.

The results of the water tested were posted to the website and the volunteers that had their water tested were sent the results along with a letter thanking them for volunteering their homes.

MMA was contacted and paperwork was completed to add the home that we recently acquired thru tax foreclosure to our policy

I have posted the home that was recently acquired with no trespassing signs and secured it the best that I could. I continue to gather information on the procedure for selling the property

The Towns Attorney and I met with the FD Union for contract negotiations. They have agreed to the counter offer that the Council offered. Town Attorney will prepare the contract for review.

I have gathered requested information to provide to an insurance agency to receive a quote on our property and casualty insurance. I will review these numbers as I prepare FY 14/15 Budget.

# **Manager's Report For March 12, 2014 Council Meeting**

A meeting was held with the Officers of the Fire Department. Items discussed included the replacement of the rescue truck, updating the policies and procedures as well as scheduling of the public safety citizen academy that we are going to try to present in a few months.

I met with Phil Ruck, Barney Silver and John Larson. This meeting was so we could go over Storm water Steward. This has been used in the past to monitor storm water inspections, etc. We will continue to use this as we begin inspecting storm drains.

I contacted Nelson Analytical and spoke to Lorri Maling about the test results from the recent water testing that was conducted. My question was reference the test results showing 100 as an acceptable level when we have been told that 80 is the acceptable level. She explained this was an oversight on her part and she was going to correct the test results showing 80 as the acceptable level and resend the results with this number instead of the 100.

I have finalized the contract for Lou Silvers and will present this to the council for review.

I went to the school and spoke with the 7<sup>th</sup> grade class about my job as the Police Chief and the Town Manager. This is part of the Crime Scene Investigator class that I have been part of for several years.

I have reviewed the FD contract that was received by the Town's Attorney. I have included it in the Council Packet for Council review and approval if they choose.

I have shown the public works items to Barney from Lou Silvers. He will be making an offer to purchase all of the items in one lot. Once done I will speak to the Council members for how to proceed with the offer.

A memo was completed as a follow up to Councilor Rice's questions on Reserve Funding and general budget issues.

I have redrafted the proclamation for Arbor Day for the Town of Veazie which will be presented at the Council meeting for approval and signature.

I attended a meeting with the Community Center Redevelopment Committee. The meeting was a good brain storming session on how to move forward with the building. Also present with us for the meeting was Noel Musson who is going to provide some guidance for moving forward with the project.

I met with Rec Director Bob Sinclair and Manager Wilson from Orono on the Veazie recreation program. The meeting went very well and we will be meeting again to continue these discussions and Director Sinclair will be at a future Council meeting to speak with you.

# **Manager's Report For March 12, 2014 Council Meeting**

I continue to work to gather information to put together a draft budget for the budget committee which I will present to the budget committee on March 11. I will provide this information to the Council as well at the Council Meeting.

I drafted a thank you card to both Sherry Williams and David Quimby for the recent donation they made to the Police Department.

I met with Lillian Smith from the Assessing Department and she reviewed the abatements that have been issued for 2013 property taxes. I have included the list. Overall \$12,444.55 was issued in abatements.

## **Attachments:**

Follow up Memo to Councilor Rice

Letter from Governor LePage

Nomination for Hometown Heroes

Statement of Deficiencies and Plan of Correction for Community Center

Copy of Thank you letter sent to Water Test Homes

Public Notice on Open Council and School Board Seats

2013 Property Tax Abatements





# Memo

**To:** Veazie Town Council  
**From:** Mark Leonard; Manager  
**CC:** Budget Committee  
**Date:** 02/28/2014  
**Re:** Follow up to budget questions posed by Councilor Rice

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I'm writing this as a follow up to questions that were posed by Councilor Rice at the February 24, 2014 Council meeting. I've pasted the document into this memo and have provided a response in bold for the questions. The document is as follows:

Questions related to reserve funding and general budget issues. R. Rice 2/24/14

- Is the proportion or amount of town funding for the following in line with communities of similar size (eg Dedham):
  1. Veazie Community School- **This question was sent to the school to answer**
  2. Veazie public safety (ie: fire and police) - **I've sent a question out on list serve for the State of Maine and will include responses once received.**
- What is the cost, per pupil, at the VCS and how does this compare to other communities?- **This question was sent to the School to answer**
- Is the pay per FTE teacher in line with schools of similar size to Veazie?- **This question was sent to the School to answer**
- What is the cost of after school programs in communities of similar size to Veazie?-**This question was sent to the School to answer**

- What proportion of the municipal budget, percentage or amount, is generally dedicated to road repair and maintenance?-

**Highway Projects:**

2013/2014 = \$100,000.00 budgeted (\$0.00 approved at Town Meeting)  
 2012/2013 = \$105,000.00 budgeted  
 2012/2011 = \$105,000.00 budgeted  
 2010/2011 = \$75,000.00 budgeted  
 2009/2010 = \$75,000.00 budgeted

**Highway Maintenance:**

2013/2014 = \$18,000.00 budgeted  
 2012/2013 = \$15,750.00 budgeted  
 2011/2012 = \$17,000.00 budgeted  
 2010/2011 = \$11,000.00 budgeted  
 2009/2010 = \$11,000.00 budgeted

With regard to the reserve funds list, I have the following questions:

10-

4030- Recreation Scholarship: Is this currently used? **No** Is there an application form for the funding? **Yes, they are required to fill out a general assistance application which is reviewed according to the GA Guidelines** How many have received this in the past year or so? **None known to me**

4050- Executive Capital- Are there any plans to use this? **Yes. This money will be used to replace aging computers for Town Office Staff**

5000- Working capital fund. Do we really need \$600,000 in this fund? **The Town's Audit Firm relays yes and sites the following: designed to be 10 % of the town's prior year's revenues. The state law on this reads as follows:**

**3. Credit reserve account. Providing a reserve which may be applied in periods of financial emergency to assist in continuing its normal operation without increasing the tax rate.**

**A. The annual appropriation for this purpose may not exceed 5% of the current tax commitment.**

**[1987, c. 737, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]**

**B. When the municipal legislative body determines that a financial emergency exists, it may order the withdrawal of the necessary amount from the account;**

5020/30- Insurance and Unemployment reserve. What are these used for at present? **Insurance Reserve is used to pay for property and casualty insurance for the Town. This is also the account that deductibles for any insurance claim comes from. Unemployment Reserve is used to pay unemployment claims as we are self-insured. This account was considerably larger but recently has seen a large decrease because of a reduction in workforce.**

30-

3067- Community Investment. Is this used currently or is there any anticipated need? **This account is used to pay for the rental of the Community Room at the Graham Senior Housing. I would suggest this could also be used in support of request for donations (Gateway, Hammond Street Senior Center, Ect...)**

3069- Tree fund. Has this ever been used? **Yes. This was used when the Town did a highway project and removed a row of trees from a resident's property and then was found that they needed to be replaced. It has not been used for an extended period of time**

3070- Economic Development. Is this used currently or is there any anticipated need? **This is used to pay for the Town's website as well as the Town's high speed internet. I would also recommend that we use this in some way to generate business/tax revenue for the Town**

3072- Conservation reserve. Can this be used for a new entrance to the forest? **I'm aware that the conservation commission has delayed spending on maintenance items because they had been told no reserve existed, so I know they need to do some projects, but yes I believe this could be used towards a new entrance to the Town's Forest.**

3073- Highway projects. I assume this can be used to repair roads; is that correct? **Yes this can be used to repair roads.**

3079- Comprehensive plan. What is the status of the comprehensive plan? **The latest plan was completed in 2002. I have met with Noel Musson from the Musson Group along with Chris Cronan and Mr. Musson is going to put together a proposal to update our plan instead of a complete re-write. As of this writing I have not received his proposal**

3084- Public Works. What are the plans for this money? Do we really need all that is allocated. **This money will be used to assist in paying a portion of the winter maintenance contract.**

I will also suggest two motions tonight. They are:

Move the \$20K from 10-4095 to the 30-3073 account for road repair- **This request has been made and will occur when the minutes have been approved.**

Move \$10k from 30-3083 to the general fund. - **This can't occur because the 30 accounts are designated accounts.**



STATE OF MAINE  
OFFICE OF THE GOVERNOR  
1 STATE HOUSE STATION  
AUGUSTA, MAINE  
04333-0001

Paul R. LePage  
GOVERNOR

February 24, 2014

Town of Veazie  
1084 Main St  
Veazie, ME 04401-7091

Dear citizens of Veazie:

As a state, we have taken great strides over the course of the past years.

Growing our economy, decreasing our energy costs, and improving our educational system are the priorities of my administration. Maine needs to create a pro-growth environment that encourages our businesses to create jobs. It is critical that we focus on promoting policies which support and attract new investment. To achieve this, we need to keep taxes low on our families and businesses, and find ways to increase efficiency in government while protecting our most vulnerable citizens.

We have made great progress toward these endeavors. We passed **the largest tax cut in Maine's history**. Two-thirds of Maine taxpayers will get income tax relief, and 70,000 low-income Mainers will no longer pay income tax. My goal is to continue to drive down Maine's income tax.

We are striving to also cut the cost of electricity through our spearheading of a regional effort with Massachusetts, Connecticut and Rhode Island to expand the use of hydropower in Maine. Additionally, Maine is currently one of the fastest states in natural gas expansion.

We have passed legislation that will decrease the cost of health insurance for school districts, allowing more money to be spent in the classroom. Putting students first is important to me. Education is what saved my life, and I want every child in Maine to have the same opportunity I had. With the passage of charter school legislation, hundreds of families now have options for their children.

There's still a lot to do. The recent decision by the legislature to take money from our state's rainy day fund in order to pay revenue sharing in 2015 is fiscally irresponsible. We need government decision makers to act responsibly.

Maine has a great tradition of civic involvement and citizen participation in the decision making process. Thank you for taking the time to become informed and for working with your neighbors to hold government accountable.

It is a pleasure serving as your Governor. If ever I can be of assistance to you or you have any questions or suggestions, I encourage you to contact my office by calling 287-3531 or by visiting our website at [www.maine.gov/governor](http://www.maine.gov/governor).

Sincerely,

Paul R. LePage  
Governor



PRINTED ON RECYCLED PAPER

February 14, 2014



Greetings,

We're proud to announce that this season the Portland Sea Dogs have again teamed up with Southern Maine EMS to host our seventh annual "Hometown Heroes" night at Hadlock Field to honor Police Officers, Fire Fighters and EMS workers across the state of Maine.

On Saturday, April 12<sup>th</sup> we will be recognizing nominated public safety workers in a special on-field ceremony prior to the game. We ask that you nominate up to three members of your department who you feel has gone above and beyond the call of duty for your department and community. Each nominee will receive a complimentary general admission ticket to the April 12<sup>th</sup> game against the New Britain Rock Cats at 1:00pm.

Enclosed is a nomination form and we ask that you please fill this out in its entirety and mail or fax it back to us no later than Friday, March 7<sup>th</sup>. Also, if your staff or families would like to attend the game to support your nominees, I would be happy to work with you to set up a special group rate for that as well.

If you have any question or would like to speak about this further, please feel free to contact me at 207-874-9300.

Sincerely,

Justin Phillips  
Account Executive – Ticket Sales  
Portland Sea Dogs  
207-874-9300  
[jphillips@seadogs.com](mailto:jphillips@seadogs.com)

### 2014 Portland Sea Dogs Hometown Heroes Night Nomination Form

Department Name	Vearie Police & Fire Department
Your Name	Mark Leonard
Address	1084 Main Street
City, State, Zip	Vearie, ME 04401
Phone	207-947-2358
Fax	207-947-2358
Email	mleonard@veariepd.net

	Nominee #1	Nominee #2	Nominee #3
First Name	Matthew	Pete	Roger
Last Name	Parkhurst	Metcalf	Hershey
Address	1084 Main Street	1084 Main Street	1084 Main Street
City, State, Zip	Vearie, ME 04401	Vearie, ME 04401	Vearie, ME 04401
Phone	207-947-2358	207-945-5627	207-947-2358
Fax	207-947-2358	207-942-1454	207-947-2358

Please return this form to the Portland Sea Dogs no later than Friday, March 7. You may mail this form to:

Portland Sea Dogs  
 ATTN Hometown Heroes  
 PO Box 636  
 Portland, ME 04104

Or feel free to fax to 207-780-0317. Tickets will be mailed to your attention to present to your nominee along with instructions for the ceremony.

Paul R. LePage  
Governor



Maine Department of Public Safety  
State Fire Marshal's Office  
52 State House Station  
Augusta, ME 04333-0052



John E. Morris  
Commissioner

Phone: (207) 626-3880  
Fax: (207) 287-6251

Joseph E. Thomas  
State Fire Marshal

### Statement of Deficiencies and Plan of Corrections

Facility Name: TOWN OF VEAZIE COMMUNITY CENTER  
Location: 1005 OLIVE ST  
VEAZIE, ME 04401-7060

Owner Name: TOWN OF VEAZIE  
Address: 1084 MAIN ST  
VEAZIE, ME 04401-7056

Telephone: +1 (207) 947-2781  
Facility Type:  
File Number: 79963  
Resource ID:

During an inspection of your facility a certified State Inspector has found the following violations:		In this right hand column, you are required to indicate how and when you will have these violations corrected. Complete this information and return this "Plan of Correction" to the above address within 10 days of receipt of this statement.
1. VIOLATION	<p>Violations found as described</p> <p>This facility was inspected as a result of an application for a dance license request sent to this inspector. The following deficiencies were found.</p> <p>The facility is a two story wood frame building that contains a business on the second floor and meeting areas on the first floor (mixed occupancy) and the facility does not have a sprinkler system. If the facility is used as a place of public assembly the building will require the installation of a sprinkler system (ref NFPA 101, section 13 Table 13.1.6) and meet the separation requirements of Table 6.1.14.4.1(a) Required Separation of Occupancies (hours),</p>	
2. VIOLATION	<p>Violations found as described</p> <p>Repair or replace outside lights that illuminate the exit discharge areas.</p>	

Paul R. LePage  
Governor



Maine Department of Public Safety  
State Fire Marshal's Office  
52 State House Station  
Augusta, ME 04333-0052



John E. Morris  
Commissioner

Phone: (207) 626-3880  
Fax: (207) 287-6251

Joseph E. Thomas  
State Fire Marshal

### Statement of Deficiencies and Plan of Corrections

3. VIOLATION	Violations found as described  Additional exit sign will be required in the proposed assembly area.	
4. VIOLATION	Violations found as described  Existing fire alarm system inspection records not available for review during inspection. Fire Alarm system is to be inspected/tested annually and the paperwork for the inspection/test to remain at the facility for review during inspection.  HCYR  PENDING REVISIT/DECISION BY TOWN AS TO IF THEY ARE GOING TO USE THE FACILITY AS A PLACE OF ASSEMBLY OR NOT.	

Date of Inspection: 2/11/2014  
Inspector: HECTOR CYR  
Date Sent: 2/18/2014

Owner/Occupant Signature: \_\_\_\_\_

Date: \_\_\_\_\_



# Town of Veazie

March 4, 2014

Mr.  
Street  
Veazie, Maine 04401

Ref: Water Test Results

Dear,

I hope this writing finds you well! I'm writing to you today for two purposes. My first purpose, and the most important, is to say thank you for volunteering to have your home's water tested as the Town attempts to see what Trihalomethane (THM) values are around Town. As I'm certain you know the Town Council approved having 10 homes tested after a group of citizens brought their concern to the Council because of previous high levels of THM that had been reported. If it wasn't for your willingness and cooperation I'm certain this project would not have happened as quickly and smoothly as it did.

My second reason for writing is to provide you with a copy of the results from the water that was collected and tested from your home. All of the results have been posted to the Town's website at [www.veazie.net](http://www.veazie.net), but I did remove your name and replaced it with your street name only.

Again, thank you for volunteering your home's water so we could make this project a success. If you ever need to contact me I can be reached by calling 207-947-2781, you can email me at [mleonard@veazie.net](mailto:mleonard@veazie.net) or simply by stopping by the Town Office.

Sincerely,

Mark Leonard

CC: Veazie Town Council



<b>2013 ABATEMENTS ISSUED \$ AMOUNT</b>			
	<b>PROPERTY OWNER</b>	<b>ACCT. #</b>	<b>\$'s ABATED</b>
1	Clarence & Norma Peters	#522	\$ 204.75
2	Michelle Doucette	#124	\$ 848.50
3	Anthony & Valerie Cartonio	#348	\$ 409.50
4	Stanley & Carol Strout	#832	\$ 19.25
5	Frank St. Louis	#585	\$ 196.00
6	Abigail & Elizabeth Dried Florals	PP #148	\$ 38.50
7	Robert & Denise Needham	#969	\$ 411.25
8	Anthony & Linda Cappuccio	#23	\$ 115.50
9	Laura & Jerome Chase	#120	\$ 306.25
10	Sharon Jackson	#688	\$ 936.25
11	Richard Bennett	#43	\$ 288.75
12	Adam & Ashley Robertson	#208	\$ 145.25
13	Margaret Sudborough	#351	\$ 474.25
14	Stephen & Paula Bishop	#206	\$ 154.00
15	James H. Russell, Jr	#577	\$ 388.50
16	Gary & Carol Arnold	#99	\$ 169.75
17	Bruce Flagg	#209	\$ 3,753.75
18	John & Suzanne Sullivan	#648	\$ 22.75
19	Steven & Sharon TheBarge	#557	\$ 1,634.50
20	Sandra Butters	#40	\$ 91.54
21	Joseph & Helen Cheney	#80	\$ 294.00
22	Michelle Doucette	#890	\$ 36.76
23	Andrew Zimmerman et al	#142	\$ 241.50
24	Sharon Brown	#83	\$ 731.50
25	Albert & Bonnie Johnson	#427	\$ 89.25
26	David King	#372	\$ 276.50
27	Sherry Smith	#947	\$ 166.25
	<b>AS OF MARCH 7, 2014</b>		<b>\$ 12,444.55</b>

