



Veazie Town Council

Regular Meeting

June 22, 2015

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 June 9th, 2015 Regular Council Meeting Minutes, June 9th, 2015 Veazie Town Meeting Minutes and June 15th, 2015 Special Council Meeting Minutes.
- ITEM 6:** Comments from the Public

New Business:

- ITEM 7:** School Budget Discussion
- ITEM 8:** Office closure early June 30th
- ITEM 9:** Administrator Agreement for Region 5 Underage Drinking Task Force

Old Business:

- ITEM 10:** Legal Counsel Discussion
- ITEM 11:** Roads Discussion
- ITEM 12:** Manager's Report
- ITEM 13:** Comments from the Public
- ITEM 14:** Requests for information and Town Council Comments
- ITEM 15:** Review & Sign of AP Town Warrant #23 and Town Payroll #24 School Payroll Warrant #25 and AP School Warrant #25
- ITEM 16:** Adjournment

Tammy Perry
5 Prouty Dr
947-9624

Chris Bagley
16 Silver Ridge
cbagley@veazie.net

Robert Rice
1116 Buck Hill Dr
942-3064

Karen Walker
1002 Mutton Ln
941-0458

David King
1081 Main St
942-2376

Agenda Items

For June 22, 2015

Council Meeting

ITEM 7: Attorney Russell will be present to discuss the process for moving the school budget forward since it was not approved at the school budget validation referendum. The results to question one was 93 yes and 222 no. The results of question 2 were 219 yes and 93 no. Question one also had 1 blank vote and question 2 had 4 blank votes

ITEM 8: In previous years the Council has agreed to allow the Town Office to close early on June 30th, so that we can prepare for end of year closeout. Office Staff is requesting this occur again this year. Proposed motion would be to close the Town Office at noon time on June 30, 2015 for the purpose of completing year end closeout.

ITEM 9: The State of Maine has requested that the Town of Veazie become the administrator for the Region 5 Underage Drinking Task Force. Sgt. Nichols from the Police Department would be the grant administrator and Front Office Staff would take care of the financial portion of the grant. For agreeing to administer the grant the State of Maine would pay the Town \$3,000.00. I have spoken to both Sgt. Nichols and Office staff and they feel the work can be completed with minimal effort. Previously the grant was administered by the Town of Orono. They have chosen not to continue since the Police Officer administering it has resigned. Proposed motion would be to have Manager Leonard sign the agreement with the State of Maine to administer the Region 5 Underage Drinking Task Force.

ITEM 10: With the resignation of Town Attorney Russell a discussion needs to occur on how the Town wants to proceed forward with legal staff. At a previous meeting Attorney Roger Huber introduced himself and expressed a desire to take over the Town's legal work. It would be staff's recommendation that we agree to allow Attorney Huber to replace Attorney Russell.

ITEM 11: At a previous Council meeting a list of roads were proposed for capital paving for the summer of 2015. Following this discussion and updated proposal has been prepared. Pricing has not been included for the updated areas. It would be Staff's recommendation to approve the updated list and to award the paving to Hopkins Paving and Landscaping with the understanding that paving of the Town Office lots not to exceed \$40,000.00.

Veazie Town Council Meeting
June 9th, 2015

Members Present: Chairman Tammy Perry, Councilor Karen Walker, Councilor Chris Bagley, Councilor David King, Manager Mark Leonard, Town Attorney Thomas Russell, and various members of the public.

Members Absent:

Councilor Robert Rice was 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:

Councilor Robert Rice was absent and excused

ITEM 3: Pledge of Allegiance

ITEM 4: Consideration of the Agenda

None

ITEM 5: Approval of the May 26th Regular Council Meeting Minutes & the May 28th Special Meeting Minutes

Councilor Karen Walker made a motion, seconded by Councilor David King to accept the May 26th, 2015 regular Council Meeting Minutes as written. Voted 4-0-0. Motion carried.

Councilor Chris Bagley made a motion, seconded by Councilor Karen Walker to accept the May 28th, 2015 Special Council Meeting Minutes as written. Voted 4-0-0. Motion carried.

ITEM 6: Comments from the public

None

New Business:

ITEM 7: Discussion with Attorney Roger Huber

Attorney Russell introduced Attorney Huber to the Councilor's. Attorney Huber answered questions from the Council. The Council would like Manager Leonard to add a discussion of the hiring process for a new town attorney on a future agenda.

ITEM 8: Roads Discussion

Manager Leonard reviewed the new road information and graphs compiled by the new road software and answered questions from the Council and public. This will be discussed again on the next agenda.

ITEM 9: Donation acceptance from Machias Savings Bank

Councilor Chris Bagley made a motion, seconded by Councilor Karen Walker to accept the donation from Machias Savings Bank in the amount of \$2500.00 for painting the outside of the Community Center Bldg. Voted. 4-0-0. Motion carried.

Old Business:

ITEM 10: Manager's Report

Manager Leonard reviewed his report with the Councilor's.

ITEM 11: Comments from the Public

There were several comments made by citizens.

ITEM 12: Requests for information and Town Council Comments

Councilor Walker was inquiring about a Flag Day Celebration.

ITEM 13: Review & sign of AP Town Warrant #23 and Town Payroll #24, School Payroll Warrant #25 and AP School Warrant #25.

The warrants were circulated and signed.

ITEM 14: Adjournment

Councilor David King motioned to adjourn

Councilor Karen Walker seconded. No discussion. Voted 4-0-0 Motion carried.

Adjourned at 7:20pm

A True Copy Attest

Mark Leonard
Town Manager

**VEAZIE TOWN MEETING
MINUTES OF JUNE 9, 2015**

CALL TO ORDER:

Town Clerk Mark Leonard called Town Meeting to order at 8:00 a.m., in the Council Chambers of the Municipal Building.

ARTICLE 1: TO CHOOSE A MODERATOR TO PRESIDE AT SAID MEETING.

A motion was made on the floor to nominate Julie Reed as Moderator. The motion was seconded. No other nominations were made. **VOTE TAKEN. JULIE REED WAS ELECTED MODERATOR.**

ARTICLE 2: TO ELECT BY SECRET BALLOT ALL TOWN COUNCILORS, SCHOOL COMMITTEE MEMBERS AND SEWER DISTRICT TRUSTEES AS ARE REQUIRED TO BE ELECTED.

IT IS HEREBY SPECIFIED THAT THE POLLS BE OPEN FROM 8:00 A.M. TO 8:00 P.M. FOR THE ELECTION OF THE AFOREMENTIONED OFFICIALS. THE OFFICE OF THE REGISTRAR OF VOTERS WILL BE OPEN AT THE MUNICIPAL BUILDING ON TUESDAY, JUNE 9, 2015 TO ADD NEW REGISTRATIONS TO THE LIST OF VOTERS FROM 8:00 A.M. UNTIL 8:00PM AND, TO NOTIFY AND WARN SAID INHABITANTS TO MEET AT THE VEAZIE COMMUNITY SCHOOL IN SAID TOWN ON TUESDAY, THE 9TH DAY OF JUNE, A.D., 2015 AT 8:00PM., THEN AND THERE TO ACT ON ARTICLES 3 THROUGH 30 AS SET OUT BELOW.

A motion was made to accept Article 2 as written. The motion was seconded. **ARTICLE 2 PASSED AS WRITTEN.**

The Moderator deputized Stanley N Marshall Jr. as Deputy Moderator. The Deputy Moderator called Town Meeting to order at 8:03 p.m., at the Veazie Community School for consideration of ARTICLES 3-30.

The Moderator read Article three to Article thirty as follows:

ARTICLE 3: TO SEE WHAT SUM THE TOWN WILL VOTE TO RAISE AND/OR APPROPRIATE FOR THE EXECUTIVE DEPARTMENT.

**RECOMMENDED BY THE TOWN COUNCIL & BUDGET COMMITTEE:
\$309,875.00**

A motion was made to accept Article 3 as written in the amount of 309,875.00. The motion was seconded. There was discussion. **VOTE TAKEN. ARTICLE 3 PASSED AS WRITTEN.**

ARTICLE 4: TO SEE WHAT SUM THE TOWN WILL VOTE TO RAISE AND/OR APPROPRIATE FOR POLICE DEPARTMENT.

**RECOMMENDED BY THE TOWN COUNCIL & BUDGET COMMITTEE:
\$329,971.00**

A motion was made to accept Article 4 as written in the amount of \$329,971.00. The motion was seconded. There was no discussion. **VOTE TAKEN. ARTICLE 4 PASSED AS WRITTEN.**

ARTICLE 5: TO SEE WHAT SUM THE TOWN WILL VOTE TO RAISE AND/OR APPROPRIATE FOR THE FIRE DEPARTMENT.

**RECOMMENDED BY THE TOWN COUNCIL & BUDGET COMMITTEE:
\$212,029.00**

A motion was made to accept Article 5 as written in the amount of \$212,029.00. The motion was seconded. There was discussion. **VOTE TAKEN. ARTICLE 5 PASSED AS WRITTEN.**

ARTICLE 6: TO SEE WHAT SUM THE TOWN WILL VOTE TO RAISE AND/OR APPROPRIATE FOR THE RECREATION DEPARTMENT.

**RECOMMENDED BY THE TOWN COUNCIL & BUDGET COMMITTEE:
\$15,000.00**

A motion was made to accept Article 6 as written in the amount of \$15,000.00. The motion was seconded. There was discussion. **VOTE TAKEN. ARTICLE 6 PASSED AS WRITTEN.**

ARTICLE 7: TO SEE WHAT SUM THE TOWN WILL VOTE TO RAISE AND/OR APPROPRIATE FOR COMMUNITY INVESTMENT

**RECOMMENDED BY THE TOWN COUNCIL & BUDGET COMMITTEE:
\$30,600.00**

A motion was made to accept Article 7 as written in the amount of \$30,600.00. The motion was seconded. There was discussion. **VOTE TAKEN. ARTICLE 7 PASSED AS WRITTEN.**

ARTICLE 8: TO SEE WHAT SUM THE TOWN WILL VOTE TO RAISE AND/OR APPROPRIATE FOR CAPITAL IMPROVEMENT PROGRAMS.

**RECOMMENDED BY THE TOWN COUNCIL & BUDGET COMMITTEE:
\$165,000.00**

A motion was made to accept Article 8 as written in the amount of \$165,000.00. The motion was seconded. There was discussion. **VOTE TAKEN. ARTICLE 8 PASSED AS WRITTEN.**

ARTICLE 9: TO SEE WHAT SUM THE TOWN WILL VOTE TO RAISE AND/OR APPROPRIATE FOR THE RESERVE ACCOUNTS.

RECOMMENDED BY THE TOWN COUNCIL & BUDGET COMMITTEE:
\$64,000.00

A motion was made to accept Article 9 as written in the amount of \$64,000.00. The motion was seconded. There was no discussion. **VOTE TAKEN. ARTICLE 9 PASSED AS WRITTEN.**

ARTICLE 10: TO SEE WHAT SUM THE TOWN WILL VOTE TO RAISE AND/OR APPROPRIATE FOR FIXED/VARIABLE COST ITEMS.

RECOMMENDED BY THE TOWN COUNCIL & BUDGET COMMITTEE:
\$440,760.00

A motion was made to accept Article 10 as written in the amount of \$440,760.00. The motion was seconded. There was no discussion. **VOTE TAKEN. ARTICLE 10 PASSED AS WRITTEN.**

ARTICLE 11: TO SEE IF THE TOWN WILL VOTE TO FIX A DATE WHEN TAXES ARE DUE AND TO SET AN INTEREST RATE, THE AMOUNT NOT TO BE COMPOUNDED, ON ALL REAL ESTATE AND PERSONAL PROPERTY TAXES NOT PAID ON OR PRIOR TO SEPTEMBER 30TH. INTEREST WILL COMMENCE ON OCTOBER 1ST ON ALL TAXES NOT PAID ON OR PRIOR TO SEPTEMBER 30TH.

DUE DATE SUGGESTED:	UPON RECEIPT OF TAX BILL
INTEREST RATE SUGGESTED:	7.0%

A motion was made to accept Article 11 as written. The motion was seconded. There was no discussion. **VOTE TAKEN. ARTICLE 11 PASSED AS WRITTEN.**

ARTICLE 12: TO SEE IF THE TOWN WILL VOTE TO FINANCE THE VOTED EXPENDITURES AS FOLLOWS:

TAX COLLECTOR REVENUE

Total Tax Collector Revenue:.....\$321,120.00

TREASURER'S REVENUE

Total Treasurer's Revenue:.....\$225,139.00

TOWN CLERK REVENUE

Total Town Clerk Revenue:.....\$2,150.00

RECOMMENDED NON-PROPERTY TAX REVENUES BY THE TOWN COUNCIL & BUDGET COMMITTEE: \$548,409.00.

A motion was made to accept Article 12 as written in the amount of \$548,409.00. The motion was seconded. There was no discussion. **VOTE TAKEN. ARTICLE 12 PASSED AS WRITTEN.**

ARTICLE 13: TO SEE IF THE TOWN WILL VOTE TO ESTABLISH THE INTEREST RATE TO BE PAID TO A TAXPAYER WHO IS DETERMINED TO HAVE PAID AN AMOUNT OF REAL ESTATE TAXES IN THE EXCESS OF THE AMOUNT FINALLY ASSESSED FOR 2014-2015 AT 3.0% PER YEAR ON THE AMOUNT OF OVERPAYMENT.

A motion was made to accept Article 13 as written. The motion was seconded. There was no discussion. **VOTE TAKEN. ARTICLE 13 PASSED AS WRITTEN.**

SCHOOL BUDGET ARTICLES
Articles 14 through 24 Authorize Expenditures in Cost Center Categories

ARTICLE 14: TO SEE WHAT SUM THE VEAZIE SCHOOL COMMITTEE WILL BE AUTHORIZED TO EXPEND FOR REGULAR INSTRUCTION.

RECOMMENDED BY THE SCHOOL COMMITTEE:
\$2,156,061.03

A motion was made to accept Article 14 as written in the amount of \$2,156,061.03. The motion was seconded. There was no discussion. **VOTE TAKEN. ARTICLE 14 PASSED AS WRITTEN.**

ARTICLE 15: TO SEE WHAT SUM THE VEAZIE SCHOOL COMMITTEE WILL BE AUTHORIZED TO EXPEND FOR SPECIAL EDUCATION.

RECOMMENDED BY THE SCHOOL COMMITTEE:
\$831,795.71

A motion was made to accept Article 15 as written in the amount of \$831,795.71. The motion was seconded. There was no discussion. **VOTE TAKEN. ARTICLE 15 PASSED AS WRITTEN.**

ARTICLE 16: TO SEE WHAT SUM THE VEAZIE SCHOOL COMMITTEE WILL BE AUTHORIZED TO EXPEND FOR CAREER AND TECHNICAL EDUCATION.

RECOMMENDED BY THE SCHOOL COMMITTEE:
\$24,817.59

A motion was made to accept Article 16 as written in the amount of \$24,817.59. The motion was seconded. There was no discussion. **VOTE TAKEN. ARTICLE 16 PASSED AS WRITTEN.**

ARTICLE 17: TO SEE WHAT SUM VEAZIE SCHOOL COMMITTEE WILL BE AUTHORIZED TO EXPEND FOR OTHER INSTRUCTION.

RECOMMENDED BY THE SCHOOL COMMITTEE:
\$42,796.76

A motion was made to accept Article 17 as written in the amount of \$42,796.76. The motion was seconded. There was no discussion. **VOTE TAKEN. ARTICLE 17 PASSED AS WRITTEN.**

ARTICLE 18: TO SEE WHAT SUM VEAZIE SCHOOL COMMITTEE WILL BE AUTHORIZED TO EXPEND FOR STUDENT AND STAFF SUPPORT.

**RECOMMENDED BY THE SCHOOL COMMITTEE:
\$200,143.67**

A motion was made to accept Article 18 as written in the amount of \$200,143.67. The motion was seconded. There was no discussion. **VOTE TAKEN. ARTICLE 18 PASSED AS WRITTEN.**

ARTICLE 19: TO SEE WHAT SUM VEAZIE SCHOOL COMMITTEE WILL BE AUTHORIZED TO EXPEND FOR SYSTEM ADMINISTRATION.

**RECOMMENDED BY THE SCHOOL COMMITTEE:
\$100,517.54**

A motion was made to accept Article 19 as written in the amount of \$100,517.54. The motion was seconded. There was no discussion. **VOTE TAKEN. ARTICLE 19 PASSED AS WRITTEN.**

ARTICLE 20: TO SEE WHAT SUM VEAZIE SCHOOL COMMITTEE WILL BE AUTHORIZED TO EXPEND FOR SCHOOL ADMINISTRATION.

**RECOMMENDED BY THE SCHOOL COMMITTEE:
\$165,920.93**

A motion was made to accept Article 20 as written in the amount of \$165,920.93. The motion was seconded. There was no discussion. **VOTE TAKEN. ARTICLE 20 PASSED AS WRITTEN.**

ARTICLE 21: TO SEE WHAT SUM VEAZIE SCHOOL COMMITTEE WILL BE AUTHORIZED TO EXPEND FOR TRANSPORTATION AND BUSES.

**RECOMMENDED BY THE SCHOOL COMMITTEE:
\$144,300.00**

A motion was made to accept Article 21 as written in the amount of \$144,300.00. The motion was seconded. There was no discussion. **VOTE TAKEN. ARTICLE 21 PASSED AS WRITTEN.**

ARTICLE 22: TO SEE WHAT SUM THE TOWN OF VEAZIE SCHOOL COMMITTEE WILL BE AUTHORIZED TO EXPEND FOR FACILITIES MAINTENANCE.

**RECOMMENDED BY THE SCHOOL COMMITTEE:
\$263,026.00**

A motion was made to accept Article 22 as written in the amount of \$263,026.00. The motion was seconded. There was no discussion. **VOTE TAKEN. ARTICLE 22 PASSED AS WRITTEN.**

ARTICLE 23: TO SEE WHAT SUM THE TOWN OF VEAZIE SCHOOL COMMITTEE WILL BE AUTHORIZED TO EXPEND FOR DEBT SERVICE AND OTHER COMMITMENTS.

**RECOMMENDED BY THE SCHOOL COMMITTEE:
\$287,644.91**

A motion was made to accept Article 23 as written in the amount of \$287,644.91. The motion was seconded. There was no discussion. **VOTE TAKEN. ARTICLE 23 PASSED AS WRITTEN.**

ARTICLE 24: TO SEE WHAT SUM THE TOWN OF VEAZIE SCHOOL COMMITTEE WILL BE AUTHORIZED TO EXPEND FOR ALL OTHER EXPENDITURES INCLUDING SCHOOL LUNCH TRANSFERS.

**RECOMMENDED BY THE SCHOOL COMMITTEE:
\$30,000.00**

A motion was made to accept Article 24 as written in the amount of \$30,000.00. The motion was seconded. There was no discussion. **VOTE TAKEN. ARTICLE 24 PASSED AS WRITTEN.**

**ARTICLES 25 AND 26 RAISE FUNDS FOR THE
PROPOSED SCHOOL BUDGET**

ARTICLE 25: (Requires a recorded vote.) To see what sum the Town of Veazie will appropriate for the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act and to see what sum the Town of Veazie will raise as the Town's contribution to the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act in accordance with the Maine Revised Statutes, Title 20-A, section 15688.

School Committee recommends \$2,867,950.82 be appropriated and \$1,932,168.00 be raised.

Explanation: The Town's contribution to the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act is the amount of money determined by state law to be the minimum amount that a municipality must raise in order to receive the full amount of state dollars.

A motion was made to accept Article 25 as written. The motion was seconded. There was discussion. **VOTE TAKEN. 95 YES AND 5 OPPOSED. ARTICLE 25 PASSED AS WRITTEN.**

ARTICLE 26: (Requires a Written Ballot): To see what sum the Town will raise and appropriate in additional local funds as required to fund the budget recommended by the Town Council.

(**Town Council recommends \$780,530.05**), which exceeds the State's Essential Programs and Services funding model by **\$721,369.54**).

The Town Council gives the following reasons for exceeding the State's Essential Programs and Services funding model by **\$780,369.54**: The Essential Programs and Services funding model does not provide funding to fully cover the actual costs of special education programming, student transportation, system administration, and co-curricular and extra-curricular programming. If student enrollment remains static or declines, and /or property valuations continue to increase at a rate faster than the state average, the formula will calculate lower EPS total allocations and/or higher local contributions.

Explanation: The additional local funds are those locally raised funds over and above the Town's local contribution to the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act and local amounts raised for the annual payment on non-state funded debt service that will help achieve the Town budget for educational programs.

A motion to amend Article 26 was made to raise the amount by \$60,684.00 which is 1.5% of \$4,045,663.37 to make the new amount \$841,214.05. The motion was seconded. There was discussion. Vote taken. Motion carried.

A motion was made to accept Article 26 as amended. The motion was seconded. There was discussion. **VOTE TAKEN. 75 YES AND 23 OPPOSED AND 1 BLANK. ARTICLE 26 PASSED AS AMENDED.**

ARTICLE 27 SUMMARIZES THE PROPOSED SCHOOL BUDGET

Article 27: (Requires a recorded vote.) To see what sum the Town will authorize the School Committee to expend for the fiscal year beginning July 1, 2015 and ending June 30, 2016 from the Town's contribution to the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act, non-state-funded school construction projects, additional local funds for school purposes under the Maine Revised Statutes, Title 20-A, section 15690, unexpended balances, tuition receipts, state subsidy and other receipts for the support of schools.

Town Council recommends: **\$4,045,663.37**

A motion to amend Article 27 was made to change the amount to from \$4,045,663.37 to \$4,106,347.37. Motion was seconded. There was discussion. Vote taken. Motion carried.

A motion was made to accept Article 27 as amended in the amount of \$4,106,347.37. The motion was seconded. There was no discussion. **VOTE TAKEN. 75 YES AND 20 OPPOSED. ARTICLE 27 PASSED AS AMENDED.**

ARTICLE 28 AUTHORIZES EXPENDITURE OR GRANTS AND OTHER RECEIPTS

Article 28: In addition to amounts approved in the preceding articles, shall the School Committee be authorized to expend such other sums as may be received from federal or state grants or programs or other sources during the fiscal year for school purposes, provided that such grants, programs or other sources do not require the expenditure of other funds not previously appropriated?

Explanation: This article has no relation to previously voted articles pertaining to the general operating budget's expenditures and revenues. The question authorizes the School Committee to expend any other receipts such as state and federal aid or grants to assist in the operations of the Veazie Community School. Examples would be Title I (federal reading intervention program), Special Education (local entitlement) and unanticipated state aid, including increases in municipal revenue sharing.

A motion was made to accept Article 28 as written. The motion was seconded. There was no discussion. **VOTE TAKEN. ARTICLE 28 PASSED AS WRITTEN.**

ARTICLE 29 AUTHORIZES THE REGIONAL VOCATIONAL BUDGET

Article 29: Shall the Regional Vocational Budget as approved by the Cooperative Board for the year beginning July 1, 2015 through June 30, 2016 be approved in the amount of \$2,687,777.00.

A motion was made to accept Article 29 as written in the amount of \$2,687,777.00. The motion was seconded. There was no discussion. **VOTE TAKEN. ARTICLE 29 PASSED AS WRITTEN.**

ARTICLE 30 AUTHORIZES THE ADULT EDUCATION BUDGET FOR THE VOCATIONAL REGION AND RAISES THE LOCAL SHARE

Article 30: Shall the Regional Vocational Budget as approved by the Cooperative Board for adult education for the year beginning July 1, 2015 through June 30, 2016 be approved in the amount of \$207,586.60 with authorization to expend any additional, incidental, and miscellaneous receipts in the interest and wellbeing of its adult education program, and shall the Town of Veazie raise \$1,565.55 as its share of the adult education budget for the career and technical education region?

A motion was made to accept Article 30 as written. The motion was seconded. There was no discussion. **VOTE TAKEN. ARTICLE 30 PASSED AS WRITTEN.**

A motion was made to adjourn the meeting. The motion was seconded. **VOTE TAKEN. THE MEETING WAS ADJOURNED 9:45 PM.**

Respectfully Submitted,
Mark Leonard

Veazie Town Special Council Meeting
June 15th, 2015

Members Present: Chairman Tammy Perry, Councilor Karen Walker, Councilor Chris Bagley, Councilor David King, Manager Mark Leonard, Secretary Julie Strout, and various members of the public.

Members Absent:

All present

ITEM 1: Call to order

Chairman Tammy Perry called the meeting to order at 4:00pm.

ITEM 2: Secretary to do the roll call:

All present

ITEM 3: Consideration of the Agenda

Councilor Rice wanted to add a comment session as #5B

New Business:

ITEM 3: Induction of Council

Councilor Chris Bagley read and signed his oath for office.

ITEM 4: Appointment of Council Chair

Councilor Robert Rice made a motion, seconded by Councilor David King to appoint Tammy Perry as Council Chair for the next year. Voted 4-0-1. Motion carried. Chairman Perry abstained.

ITEM 5: Set Meeting Dates

Councilor Chris Bagley made a motion, seconded by Councilor Karen Walker to set the meeting dates for the 2nd and 4th Mondays at 6:30pm, with a goal for a 90 minute meeting and possibly during the summer months to only have one meeting per month. Voted 5-0-0. Motion carried.

ITEM 5B: Council Comments

The Council asked what the plan would be if the School Budget Validation failed. Question has been posed to the Town Attorney.

ITEM 6: Adjournment

Councilor Robert Rice motioned to adjourn

Councilor David King seconded. No discussion. Voted 5-0-0. Motion carried.

Adjourned at 4:30pm

A True Copy Attest

Julie Strout
Deputy Clerk

ITEM # 9

Encumbrance #: CT 10A 20150417*3402
DHHS Agreement #: OSA-16-3015
Vendor/Customer #: VC1000094108

STATE OF MAINE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Agreement to Purchase Services

THIS AGREEMENT, made this 1st day of July, 2015 is by and between the State of Maine, Department of Health and Human Services, hereinafter called "Department," and Town of Veazie, mailing & physical address 1084 Main St., Veazie ME 04401, hereinafter called "Provider," for the period of 7/1/2015 to 6/30/2016.

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Department, the Provider hereby agrees with the Department to furnish all qualified personnel, facilities, materials and services and in consultation with the Department, to perform the services, study or projects described in Rider A, and under the terms of this Agreement.

The following Riders and Attachments are hereby incorporated into this Agreement and made part of it by reference:

- Rider A - Specifications of Work to be Performed
- Rider B - Payment and Other Provisions
- Rider D - Additional Requirements
- Rider E - Program Requirements
- Rider F - F-1 Proforma, F-2 Agreement Compliance Form
- Rider G - Identification of Country In Which Contracted Work Will Be Performed
- Rider I - Assurance of Compliance
- Rider - Exceptions
- Appendix A - FY16 EUDL District Taskforce Action Plan

WITNESSETH, that this Agreement is consistent with Executive Order 01 FY 11/12 or a superseding Executive Order, and complies with its requirements.

IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this agreement in one original copy.

DEPARTMENT OF HEALTH AND HUMAN SERVICES

By: _____

Samuel G. Adolphsen, Chief Operating Officer

And

TOWN OF VEAZIE

By: _____

Mark Leonard, Chief of Police

Total Agreement Amount: **\$15,000.00**

Approved: _____

Chair, State Purchases Review Committee

DCM Agreement Administrator: Althea Harris
Provider Contact / e-mail:

RIDER A
SPECIFICATIONS OF WORK TO BE PERFORMED

I. DEFINITIONS

Multi-Jurisdictional District Task Force (MJTF): A task force that is convened by law enforcement in a prosecutorial district that meets at least quarterly in person or by phone to address the enforcement of underage drinking laws. This task force is primarily comprised of law enforcement who may invite community stakeholders including but not limited to district attorneys, judges, schools, and community prevention coalitions. The focus of the task force is to prevent/resolve law enforcement and judicial systemic issues related to underage drinking laws, reduce illegal youth access to alcohol, and to strengthen the lines of communication between law enforcement, District Attorneys and judges in order to improve the process and effectiveness of underage drinking enforcement, prosecution, adjudication, and diversion efforts. There are 8 task forces across the State of Maine which align with the 8 prosecutorial districts.

Primary District EUDL Multijurisdictional Taskforce Participants: Law enforcement agencies in the district and their designated representative(s).

Secondary District Taskforce Participants: Healthy Maine Partnership (HMP) and Drug-Free Communities (DFC) Coalition representatives, communications/dispatch representatives, District Attorney's office representative when prosecution and diversion efforts warrant, and other stakeholders identified based upon the need to collaborate in order to carry out the EUDL MJTF's planned efforts to enforce underage drinking laws and reduce youth access to alcohol.

Community members who will likely interact with the EUDL MJTF as it carries out the services to enforce underage drinking laws and reduce illegal access to alcohol: youth, parents, school/college personnel, liquor licenses, community leaders, and other adults who may play a role in underage drinking enforcement and alcohol access related matters.

Enforcing the Underage Drinking Laws (EUDL): EUDL is a specific set of evidence-based strategies including proactive and reactive enforcement, environmental, and informational/educational, and early intervention efforts and system functions in the State of Maine that collectively reduce: youth's illegal drinking which present safety and success issues to individuals and the public, youth's illegal access to or possession of alcohol, crimes related to furnishing and/or selling alcohol to minors, and community attitudes and norms which support underage drinking behavior despite its connection with death, serious injury, overdose, vehicle crashes, assaults, sexual assaults and high-risk sexual behaviors, school and learning impacts, family and community connectedness, domestic and relationship violence, and behavioral health issues such as suicide and depression.

II. INTRODUCTION/OVERVIEW

The Provider will receive \$15,000 for the Enforcing the Underage Drinking Laws (EUDL) Multijurisdictional Task Force (MJTF) for their district to provide or subcontract with participating law enforcement sub-recipients within the public health district for law enforcement details or other evidence-based detection or educational interventions to enforce the underage drinking laws of the State of Maine and to reduce illegal youth access to alcohol. Subcontracts with agencies will be determined after the MJTF conducts their yearly service plan. All law enforcement agencies in the district will have access to any funding opportunities provided through this Agreement if they sign on to participate in the District MJTF and are active in the task force's action planning meeting and use the funding on evidence-based and allowable activities and in accordance with the budgets and work plan agreed to by district taskforce representatives and Department staff or contractors overseeing EUDL program.

Allowable task force activities include:

1. **Enforcement strategies aimed at reducing or intervening in underage drinking situations which occur in non-licensed environments (such as homes, land, schools, public settings, etc.) and which likely will yield criminal and/or civil violations of Maine Liquor Laws (Title 28-A). More information on Maine Liquor Laws can be found at the following link:**
<http://www.mainelegislature.org/legis/statutes/28-A/title28-Ach0sec0.html>
 - a. Party Patrols: Enforcement details which aim to identify and respond to underage drinking by using intelligence or tips, patterns, or hot-spots to drive the timing and location of law enforcement patrols to areas at times when underage drinking violations are likely to be occurring. Provider and sub recipients shall be sure the timing and location of a party patrol detail is very clearly defensible as being implemented when and where there are increased likelihood of underage drinking occurring.
 - b. Call-out Response: An unscheduled law enforcement response that necessitates action over-and-above normal shift coverage to address a specific call for service or information tip received that is highly-likely to be underage drinking related based upon the information received. Whenever possible, call-out responses shall be as proactive as possible, especially when response is based upon a tip, so as to protect youth, public and officer safety by attempting to stop the underage drinking situation before it commences or progresses to something more difficult to deal with.
 - c. Saturation/Visibility Patrols: An enforcement detail where law enforcement aim to make their presence and intention to enforce underage drinking laws known at an event or on date(s) when there is well-identified increased risk for underage drinking occurrences in the district (such as prom/graduation, certain holidays, community event, etc.).
2. **Enforcement Strategies aimed at reducing youth access to alcohol in licensed alcohol sales/service settings and which likely will intervene in youth accessing alcohol illegally and yield administrative, criminal and/or civil violations of Maine Liquor Laws (Title 28-A)**

a. Third Party Surveillance:

i. Parking Lot Surveillance: Law enforcement agencies monitor liquor licenses and observe activity in and around the premise.

ii. Shoulder Tap Operations: A minor, under the direct supervision of a police officer, will solicit patrons of off-premise licensees to illegally furnish them with alcohol. The minor must disclose that they are less than 21 years of age.

iii. Cops-In-Shops: Police officers will work in partnership with the licensed establishment to prevent underage sales, administrative, civil and criminal alcohol violations.

b. On-premise and Off-premise Compliance Checks: An underage person, under the direct supervision of a law enforcement officer, enters a licensed establishment and attempts to purchase alcohol. All law enforcement agencies conducting compliance checks are required to do so in accordance with the protocols approved by the Maine Attorney General's Office; these protocols include but are not limited to the following provisions: a) all minors must look their age, and males cannot have facial hair; b) all minors must be thoroughly trained to ensure safety; and c) all minors used for the checks must be photographed immediately before each check and again if they remove a jacket/change clothes. Only agencies having entered into a Memorandum of Understanding (MOU) with the Maine Bureau of Alcoholic Beverages and Lottery Operations (BABLO)'s Liquor Licensing may use funding in this Agreement or other grant sources to conduct compliance checks and issue any citations resulting from compliance checks within the authority granted by the MOU. All violations must immediately be referred to Liquor Licensing so that they may meet the processing timeline needed. The Provider and sub recipients must consult with the Bureau of Alcoholic Beverages and Lottery Operations (BABLO) compliance check program before planning or conducting any compliance check operations in their district to ensure that there is no overlap of compliance check service. The Provider and sub recipient compliance check schedule should be kept up to date via the online calendar provided to each district and BABLO. Schedule is subject to change based on inclement weather or other emergency situations.

3. **Media advocacy and public messaging specific to underage drinking enforcement and reducing illegal alcohol access by youth.**

a. District EUDL MJTFs are to engage the media and other avenues for disseminating public messages about their efforts to enforce the underage drinking laws so that these messages will improve the public's perception about likelihood of being caught and/or facing consequences for illegal behavior related to underage drinking. These increased perceptions of enforcement and being caught are important factors which plan into the choices youth and adults make around underage drinking behaviors.

III. **DELIVERABLES**

A. The Provider will take coordinating leadership in their respective District's EUDL Multijurisdictional Taskforce (MJTF), and will convene at least one meeting (in

person and/or phone participation is allowable) each quarter to allow participating agencies and stakeholders to discuss the district's need for and plan to address underage drinking matters and youth sources of alcohol and to check-in around the implementation of the services related to this contract; 100% of law enforcement agencies in the district will be invited to participate in Taskforce and 100% of the Healthy Maine Partnerships and Drug-Free Communities Coalitions in the District will receive at least one quarterly update on the EUDL MJTFs activities and plans so that it may inform their work and assist them in identifying ways they can further support underage drinking enforcement and youth alcohol access prevention in their own work. Efforts to have the district EUDL taskforce collaborate with HMPs and DFCs on efforts to enhance public perception of underage drinking enforcement and to reduce youth access to alcohol should occur. Any challenges to collaboration should be reported to the Department for technical assistance and/or support in resolving issue.

- B. Each District EUDL Multijurisdictional Taskforce will complete the year-long District EUDL Action Plan and submit to the Department for approval within the first 90 days of the Agreement, and this plan must drive the activities and expenditures of this Agreement
- C. Each District EUDL Multijurisdictional Taskforce will utilize funding to implement non-Operating Under the Influence (OUI) specific enforcement details designed to focus on improving the visibility and/or effective enforcement of underage drinking laws based on the pre-approved enforcement detail strategies described in Section II. These enforcement details must supplement and not supplant and be focused on underage drinking. At least 60% of details funded by this Agreement will yield at least 1 of the following: arrest, citation, warning, or field investigation related to a suspected violation of a law related to underage drinking. Failure to meet this requirement in any given quarter will result in mandatory technical assistance and a corrective action plan from the Department's EUDL Program staff, trainers or consultants. Failure to meet this requirement for two quarters coupled with insufficient implementation of the Department approved corrective action will result in reconsideration of future Agreement renewal. 100% of details funded by this Agreement will yield at least 1 law enforcement contact per hour of the funded detail; these contacts may be related to investigative contacts of suspected violations of an underage drinking law which are not able to yield a chargeable infraction, contacts yielding citations/charges, and/or an educational contact that provides visibility of law enforcement's commitment to enforcing the underage drinking laws and reducing illegal youth access to alcohol or hosting places for youth to consume alcohol illegally. 100% of compliance checks funded by this Agreement are to follow the protocol approved by the Attorney General's Office, be reflected on the district taskforce calendar, and have any resulting violation reports forwarded to BABLO's Liquor Licensing within 48 hours of the check making sure a picture of the youth(s) used as part of the compliance check(s) is included (as evidenced by the report and summons submissions made to BABLO's Liquor Licensing division). The Provider will keep the Department and district's law enforcement and coalition representatives informed of their district's EUDL MJTF meetings and activities.

IV. PERFORMANCE MEASURES

I. Required Standards:	II. Information Used to Track/Monitor Completion of Column I.:	III. Source of Information of Column II. (e.g. Name of report, data extraction from particular database):
A. The Provider will convene a minimum of one MJTF meeting per quarter.	A. Meeting scheduled (Yes/No) B. Meeting held (Y/N) C. Meeting participant list (agency and rep.)	A. Meeting invitation/announcement email B. Brief meeting minutes C. Quarterly District Taskforce Report: https://www.surveymonkey.com/s/2016EUDLDistrictQuarterly
B. The Provider will submit to the Department their year-long service plan within 90 days of the agreement being encumbered.	B. Submission of MJTF service plan to the Department.	B. See Appendix A-Sample MJTF Service Plan.
C. The Provider will enter an online detail report within 72 hours of the detail completion.	C. Survey Monkey Detail Reporting forms (which are time stamped by system) will be monitored by the Department to ensure compliance.	C. Survey Monkey Detail Reporting form https://www.surveymonkey.com/s/2016EUDLDistrictSAMPLE

V. REPORTS

A. Required Reports

Name of Report:	Description or Appendix #:
1. Multi-Jurisdictional Task Force Service Plan	1. Yearlong plan for implementation of details to be determined within the first 90 days of contract encumbrance. See Appendix A

2. Multi-Jurisdictional Task Force detail form.	2. Located at https://www.surveymonkey.com/s/2016EUDLDistrictSAMPLE
3. Quarterly Performance Reporting Form	3. Located at https://www.surveymonkey.com/s/2016EUDLDistrictQuarterly
4. Agreement Closeout Report*	4. Located at: http://www.maine.gov/dhhs/contracts/contract-2016/index.html

* The original copy of the Final Agreement Closeout Report along with a check payable to Treasurer, State of Maine for any surplus balance must be sent to: DHHS Service Center, 221 State Street SHS#11, 3rd Floor – SSC-ACR, Augusta, ME 04333-0011.

B. Reporting Schedule

The Provider shall submit reports in accordance with the specifications of the Department, according to the following schedule:

Name of Report or On-Site Visit:	Schedule:
1. Multi-Jurisdictional Task Force Service Plan	1. To be completed within 90 days of contract being encumbered.
2. Multi-Jurisdictional Task Force detail form	2. To be completed within 72 hours of detail completion.
3. Quarterly Performance Reporting Form	3. 10/31/15, 1/31/16, 4/30/16, 7/31/16
4. Agreement Closeout Report	4. Due sixty (60) days following the close of the Agreement period Due 8/30/16

The Provider understands that the reports are due within the timeframes established and that the Department will not make subsequent payment installments under this Agreement until such reports are received, reviewed and accepted.

The Provider further agrees to submit such other data and reports as may be requested by the Agreement Administrator. The Provider shall submit all data and reports to the Department in accordance with Section 6 of Rider B of this Agreement.

RIDER B
METHOD OF PAYMENT AND OTHER PROVISIONS

1. AGREEMENT AMOUNT: \$ 15,000.00

The sources of funds and compliance requirements for this Agreement follow:

A. Dedicated/Special Revenue **\$10,000.00**

B. Federal Funds **\$5,000.00**

☒ CFDA#93.959 Block Grants for Prevention & Treatment of Substance Abuse 2B08TI010025-10. Substance Abuse Treatment and Prevention Block Grant Department of Health and Human Services / Substance Abuse and Mental Health Services Administration **\$5,000.00**

2. INVOICES AND PAYMENT The Department will pay the Provider as follows:

The Provider will submit invoices to the Department and complete the necessary reporting in Survey Monkey for the detail that the Provider is requesting reimbursement for. The Detail must be entered into Survey Monkey within 72 hours of the detail being completed prior to payment being made to the Provider.

Invoices will be submitted to the Agreement Administrator listed below and based on the Allowable Fee Table (below) and the completion of reporting as outlined above.

Allowable Fee Table

Service		Amount not to exceed Per Year
District Taskforce Coordinator Stipend	\$37.50/hour x 10 hours/quarter x 4 quarters	\$1,500.00
District Fiscal Coordination Fee/Stipend	\$37.50/hour x 10 hours/quarter x 4 quarters	\$1,500.00
Enforcement Details	Approximately 240 detail hours worked by officers at average overtime rate of \$50/hour inclusive of overtime hourly wage paid, employer paid taxes and fringe benefit expenses customarily paid by employer on overtime pay.	\$12,000.00
Agreement Total		\$15,000.00

Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Provider must submit the final invoice no later than 45 days from the agreement end date. No payment will be made if the Provider does not comply with these terms.

3. **BENEFITS AND DEDUCTIONS** If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.

4. **INDEPENDENT CAPACITY** In the performance of this Agreement, the parties hereto agree that the Provider, and any agents and employees of the Provider shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

5. **DEPARTMENT'S REPRESENTATIVE** The Agreement Administrator shall be the Department's representative during the period of this Agreement. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Agreement are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.

6. **AGREEMENT ADMINISTRATOR** All progress reports, correspondence and related submissions from the Provider shall be submitted to:

Name and Title:	Althea Harris, Contract Administrator
Address:	SHS # 11, 221 State St. Augusta ME 04333-0011
Telephone:	207-287-8688
E-mail Address:	Althea.harris@maine.gov

who is designated as the Agreement Administrator on behalf of the Department for this Agreement, except where specified otherwise in this Agreement.

The following is designated as the Program Administrator for this Agreement and shall be responsible for oversight of the programmatic aspects of this Agreement.

Name and Title:	Christine Theriault, Prevention Manager
Address:	SHS # 11, 41 Anthony Ave. Augusta ME 04333-0011
Telephone:	207 287-8917
E-mail Address:	Christine.theriault@maine.gov

7. **CHANGES IN THE WORK** The Department may order changes in the work, the Agreement Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.

8. **SUB-AGREEMENTS** Unless provided for in this Agreement, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Agreement Administrator. Any sub-agreement hereunder entered into subsequent to the execution of this Agreement must be annotated "approved" by the Agreement Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.

9. **SUBLETTING, ASSIGNMENT OR TRANSFER** The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Agreement Administrator. No subcontracts or transfer of agreement shall in any case release the Provider of its liability under this Agreement.

10. **EQUAL EMPLOYMENT OPPORTUNITY** During the performance of this Agreement, the Provider agrees as follows:

a. The Provider shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.

f. Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.

g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11. **EMPLOYMENT AND PERSONNEL** The Provider shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Contractor shall not engage on a full-time, part-time or other basis during the period of this Agreement,

any other personnel who are or have been at any time during the period of this Agreement in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the State Purchases Review Committee. Further, the Provider shall not engage on this project on a full-time, part-time or other basis during the period of this Agreement any retired employee of the Department who has not been retired for at least one year, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

12. **STATE EMPLOYEES NOT TO BENEFIT** No individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly due to his employment by or financial interest in the Provider or any affiliate of the Provider, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

13. **WARRANTY** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. **ACCESS TO RECORDS.** As a condition of accepting an Agreement for services under this section, a Provider must agree to treat all records, other than proprietary information, relating to personal services work performed under the Agreement as public records under the freedom of access laws to the same extent as if the work were performed directly by the Department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the Provider and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the Agreement and information concerning employee and Agreement oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

15. **TERMINATION** The performance of work under the Agreement may be terminated by the Department in whole, or in part, whenever for any reason the Agreement Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination, and modified accordingly.

16. **GOVERNMENTAL REQUIREMENTS** The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.
17. **GOVERNING LAW** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.
18. **STATE HELD HARMLESS** The Provider agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Agreement by the Provider, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Provider taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement.
19. **NOTICE OF CLAIMS** The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to the Agreement or which may affect the performance of duties under the Agreement, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement.
20. **APPROVAL** This Agreement must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.
21. **LIABILITY INSURANCE** The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Agreement with adequate liability coverage to protect itself and the Department from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991 may continue under that arrangement. Prior to or upon execution of this Agreement, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.
22. **NON-APPROPRIATION** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.
23. **SEVERABILITY** The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

24. **INTEGRATION** All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of Rider B (except for expressed exceptions to Rider B included in Rider C), followed in precedence by Rider A, and any remaining Riders in alphabetical order.

25. **FORCE MAJEURE** The Department may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The Department may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

26. **SET-OFF RIGHTS** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Agreement up to any amounts due and owing to the State with regard to this Agreement, any other Agreement, any other Agreement with any State department or agency, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

27. **ENTIRE AGREEMENT** This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

Rider D
Additional Requirements

- 1) **Confidentiality.** To the extent that the services carried out under this Agreement involve the use, disclosure, access to, acquisition or maintenance of information that actually or reasonably could identify an individual or consumer receiving benefits or services from or through the Department ("Protected Information"), the Provider agrees to a) maintain the confidentiality and security of such Protected Information as required by applicable state and federal laws, rules, regulations and Department policy, b) contact the Department within 24 hours of a privacy or security incident that actually or potentially could be a breach of Protected Information and c) cooperate with the Department in its investigation and any required reporting and notification of individuals regarding such incident involving Protected Information. To the extent that a breach of Protected Information is caused by the Provider or one of its subcontractors or agents, the Provider agrees to pay the cost of notification, as well as any financial costs and/or penalties incurred by the Department as a result of such breach."

To the extent the Provider under this Agreement is considered a Business Associate under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA) and its updates and associated regulatory requirements, rules and standards, including those issued under the Health Information Technology for Economic and Clinical Care Act (HITECH), the Provider shall execute the Department's Business Associate Agreement template (BA Agreement). The terms of the BA Agreement shall be incorporated into this Agreement by reference. Provider agrees that failure of Provider to execute and deliver such BA Agreement to the Department or to adhere to the terms of the BA Agreement shall result in breach of the underlying Agreement, and that remedies available to the Department for breach of the Agreement apply hereto.

- 2) **Lobbying.** No Federal or State appropriated funds shall be expended by the Provider for influencing or attempting to influence, as prohibited by state or federal law, an officer or employee of any Federal or State agency, a member of Congress or a State Legislature, or an officer or employee of Congress or a State Legislature in connection with any of the following covered actions: the awarding of any Agreement; the making of any grant; the entering into of any cooperative agreement; or the extension, continuation, renewal, amendment, or modification of any Agreement, grant, or cooperative agreement. The signing of this Agreement fulfills the requirement that providers receiving over \$100,000 in Federal or State funds file with the Department with respect to this provision.
If any other funds have been or will be paid to any person in connection with any of the covered actions specified in this provision, the Provider shall complete and submit a "Disclosure of Lobbying Activities" form available at: <http://www.whitehouse.gov/omb/grants/#forms>.
- 3) **Drug-Free Workplace.** By signing this Agreement, the Provider certifies that it shall provide a drug-free workplace by: publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Provider's workplace and specifying the actions that will be taken against employees for violation of such prohibition; establishing a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the Provider's policy of maintaining a drug-free workplace, available drug counseling and rehabilitation programs, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace; providing a copy of the drug-free workplace statement to each employee to be engaged in the performance of this Agreement; notifying the employees that as a condition of employment under the Agreement the employee will abide by the terms of the statement and notify the employer of any criminal drug conviction for a violation occurring in the workplace no later than five days after such conviction.

The Provider shall notify the state agency within ten days after receiving notice of criminal drug convictions occurring in the workplace from an employee, or otherwise receiving actual notice of such conviction, and

will take one of the following actions within 30 days of receiving such notice with respect to any employee who is so convicted: take appropriate personnel action against the employee, up to and including termination, or requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

- 4) **Debarment and Suspension.** By signing this Agreement, the Provider certifies to the best of its knowledge and belief that it and all persons associated with the Agreement, including persons or corporations who have critical influence on or control over the Agreement, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

The Provider further agrees that the Debarment and Suspension Provision shall be included, without modification, in all sub-agreements.

- 5) **Environment Tobacco Smoke.** By signing this Agreement, the Provider certifies that it shall comply with the Pro-Children Act of 1994, P.L. 103-227, Part C, which requires that smoking not be permitted in any portion of any indoor facility owned, leased, or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments by Federal grant, Agreement, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or MaineCare funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity.

Also, the Provider of foster care services agrees that it will comply with Resolve 2003, c. 134, which prohibits smoking in the homes and vehicles operated by foster parents.

- 6) **Medicare and MaineCare Anti-Kickback.** By signing this Agreement, the Provider agrees that it shall comply with the dictates of 42 U.S.C. 1320a-7b(b), which prohibits the solicitation or receipt of any direct or indirect remuneration in return for referring or arranging for the referral of an individual to a Provider of goods or services that may be paid for with Medicare, MaineCare, or state health program funds.
<http://www.gpoaccess.gov/uscode/index.html>
- 7) **Publications.** When issuing reports, brochures, or other documents describing programs funded in whole or in part with funds provided through this Agreement, the Provider agrees to clearly acknowledge the participation of the Department of Health and Human Services in the program. In addition, when issuing press releases and requests for proposals, the Provider shall clearly state the percentage of the total cost of the project or program to be financed with Agreement funds and the dollar amount of Agreement funds for the project or program.
- 8) **Ownership.** All notebooks, plans, working papers, or other work produced in the performance of this Agreement, which are related to specific deliverables under this Agreement, are the property of the Department and upon request shall be turned over to the Department.
- 9) **Software Ownership.** Upon request, the State and all appropriate federal agencies shall receive a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to do so, all application software produced in the performance of this Agreement, including, but not limited to, all source, object, and executable code, data files, and job control language, or other system instructions. This requirement applies only to software that is a specific deliverable under this Agreement, or is integral to the program or service funded under this Agreement, and is primarily financed with funding provided under this Agreement.

- 10) **Provider Responsibilities / Sub Agreements.** The Provider is solely responsible for fulfillment of this Agreement with the Department. The Provider assumes responsibility for all services offered and products to be delivered whether or not the Provider is the manufacturer or producer of said services.
- a) Sub-agreements.
 - i) All sub-agreements must contain the assurances of Rider B and Rider D of this Agreement;
 - ii) All sub-agreements must be signed and delivered to the Department's Agreement Administrator within five (5) business days following the execution date of the sub-agreement.
 - iii) See Rider B Section 8.
 - b) Relationship between Provider, Subcontractor and Department. The Provider shall be wholly responsible for performance of the entire Agreement whether or not subcontractors are used. Any sub-agreement into which the Provider enters with respect to performance under this Agreement shall not relieve the Provider in any way of responsibility for performance of its duties. Further, the Department will consider the Provider to be the sole point of contact with regard to any matters related to this Agreement, including payment of any and all charges resulting from this Agreement. The Department shall bear no liability for paying the claims of any subcontractors, whether or not those claims are valid. The Provider is responsible for ensuring that all staff, employees, subcontractors, or other individuals or entities providing any services on behalf of the Provider clearly explain, verbally and in writing, to clients and families their relationship to the Provider and the Provider's relationship to the Department.
 - c) Liability to Subcontractor. The requirement of prior approval of any sub-agreement under this Agreement shall not make the Department a party to any sub-agreement or create any right, claim or interest in the subcontractor or proposed subcontractor against the Department. The Provider agrees to defend (subject to the approval of the Attorney General) and indemnify and hold harmless the Department against any claim, loss, damage, or liability against the Department based upon the requirements of Rider B, Section 18.
- 11) **Renewals.** This Agreement may be renewed at the discretion of the Department.
- 12) **No Rule of Construction.** The parties acknowledge that this Agreement was initially prepared by the Department solely as a convenience and that all parties hereto, and their counsel, have read and fully negotiated all the language used in the Agreement. The parties acknowledge that, because all parties and their counsel participated in negotiating and drafting this Agreement, no rule of construction shall apply to this Agreement that construes ambiguous or unclear language in favor of or against any party because such party drafted this Agreement.
- 13) **Conflict of Interest.** The Provider covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Provider further covenants that in the performance of this Agreement, no person having any such known interests shall be employed. **[See also Rider B, #11 and #12]**
- 14) **Whistleblower Protection.**
- a) This Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

- b) The Provider shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- c) The Provider shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

15) **Funding Sources Reduced.** Notwithstanding any other provision of this Agreement, if the United States Government or any department of the United States Government, has de-appropriated or suspended funds for this Agreement, or where the Governor of the State of Maine has curtailed funds for this Agreement then the Department is not obligated to make payment under this Agreement to the extent of such de-appropriation, suspension or curtailment of funds. In the event of such de-appropriation, suspension or curtailment of funds, the Agreement shall be modified accordingly.

16) **Change of Operations**

The Provider shall report to the Agreement Administrator and Program Administrator any anticipated changes of the Provider's operations, including but not limited to mergers, acquisitions, or closings, at the earliest possible date and no later than sixty (60) days prior to the anticipated closure date, with the exception of reasonably unforeseen circumstance.

17) **Termination or Change of Work Performance.**

In addition to the requirements of Rider D, Section 16, the written communication shall be specific and also include, and not be limited to, the date of expected closure, description of any and all programs affected, number of clients projected to be impacted, plans for addressing needs of the clients affected, and the name and contact information of the person(s) responsible for the care of clients affected and their records. The Provider shall assist the client and the client's case manager or other supports in obtaining services from another provider.

a) The Provider shall report to the Program Administrator all major programming and structural changes in programs funded, seeded, or licensed by the Department within the timeframe noted above. Any changes that add, alter, or eliminate existing services must be negotiated and approved by the Program Administrator prior to implementation. Major program changes include, but are not limited to, the following: (1) The addition of new services or deletion of existing services; (2) Serving a population not served by the agency previously; (3) Significant increases or decreases in service capacity as defined by the governing body; (4) Significant changes in the organizational structure as defined by the governing body; (5) Changes in the executive director or name or ownership of the agency; or (6) Relocation of services. For MaineCare funded services, the Provider shall give due process notification as required by MaineCare regulations, Chapter I, §1.03-4 of the MaineCare Benefits Manual. In addition to MaineCare Benefits Manual Chapter I, §1.03-4, the following shall apply:

- i) If a provider provides services under this Agreement and chooses to voluntarily terminate participation in MaineCare or voluntarily terminates State funded services funded in whole or part by this agreement, the provider must inform the Program Administrator of the intent. This notice should be concurrent with the notice to MaineCare as required in Chapter I. The provider is expected to work cooperatively with the Department on the planning the transition to replacement services for the affected members. In order to facilitate continuity of services for the member(s), the Department reserves the right to require that the provider continue to provide necessary services until appropriate replacement services are secured for the member(s).
- ii) If a provider chooses to terminate services to a specific member or group of members, the provider must request permission to do so from the Program Administrator. Such a request must be in writing and with a minimum of 30 days advance notice. The written request must state that the provider will agree to work with the member, the Department and any potential replacement

provider on the transition of services. In order to facilitate continuity of services for the member(s), the Department reserves the right to request that the provider continue to provide necessary services until appropriate replacement services are secured for the member(s).

- 18) **Audit.** Funds provided under this Agreement to community agencies for social services are subject to the audit requirements contained in the Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP), Federal OMB Circular A-110, and may further be subject to audit by authorized representatives of the Federal Government, according to the Agreement Settlement Form (pro forma) contained in Rider F, if applicable. Agencies that expend \$500,000 or more in a year in Federal Awards shall have a single or program-specific audit conducted for that year in accordance with Federal Circular OMB A-133, Audits of States, Local Governments, and Non-Profit Organizations.

Please see <http://www.maine.gov/dhhs/audit/social-services/rules.shtml> for details on this requirement.

The Department's Agreement Administrator may approve Provider submissions, but has no authority to relieve the Provider from being audited according to MAAP and Federal regulations in cases where this approval may be counter to the MAAP and Federal regulations.

- 19) **Motor Vehicle Check.** The Provider shall complete a check with the Bureau of Motor Vehicles on all of Provider's staff and volunteers who transport clients or who may transport clients. This check must be completed before the Provider allows the staff person or volunteer to transport clients, and at least every two years thereafter. If the record of a staff member or volunteer contains an arrest or conviction for Operating under the Influence or any other violations which, in the judgment of the Provider, indicate an unsafe driving history within the previous three (3) years, the Provider shall not permit the staff member or volunteer to transport clients. The Provider shall implement appropriate procedures to ensure compliance with the requirements of this section.

20) Exceptions to OMB Circulars for Non-Federally-Funded Activities.

- a) Travel. The reimbursement rate for mileage charged to Department funded programs cannot exceed the reimbursement rate allowed for state employees. (5 M.R.S.A. §1541(13)(A)).
- b) Any other exceptions to OMB Circular A-122 are allowable only with prior written approval from the Department and must be offset against identified unrestricted non-Federal revenue.

- 21) **MaineCare Regulations.** Providers who receive MaineCare funds will assure that their programmatic and financial management policies and procedures are in accordance with applicable MaineCare regulations and that their staff members are familiar with the requirements of the applicable MaineCare service they are providing. Providers will ensure that they are in compliance with the applicable MaineCare regulation prior to billing for the service.

- 22) **Revenue Maximization.** The Provider shall conduct its services in such a way as to maximize revenues from MaineCare and other third-party sources such as private insurance as may be available to reduce the need for funds from the Department. Agreement funds may not be used to pay for services that are reimbursable by other third party sources, such as private health insurance and MaineCare, under any circumstances. It is the Provider's obligation to seek and obtain reimbursement from other third party sources for any reimbursable services provided to covered individuals.

- 23) **Illegal Aliens Ineligible for State and Local Public Benefits.** Notwithstanding any other provision of this Agreement, if this Agreement is for the provision of any State or local public benefit, the Provider certifies that it shall comply with the requirements of 8 U.S.C. § 1621 regarding the ineligibility of illegal aliens for any State or local public benefits.

24) **Background Checks.** The Provider agrees to conduct background checks on all prospective employees, persons contracted or hired, consultants, volunteers, students, and other persons who may provide services under this Agreement. Background checks on persons professionally licensed by the State of Maine will include a confirmation that the licensee is in good standing with the appropriate licensing board or entity. The Provider shall not hire or retain in any capacity any person who may directly provide services to a client under this Agreement if that person has a record of:

- a) any criminal conviction that involves client abuse, neglect or exploitation;
- b) any criminal conviction in connection to intentional or knowing conduct that caused, threatened, solicited or created the substantial risk of bodily injury to another person;
- c) any criminal conviction resulting from a sexual act, contact, touching or solicitation in connection to any victim; or
- d) any other criminal conviction, classified as Class A, B or C or the equivalent of any of these, or any reckless conduct that caused, threatened, solicited or created the substantial risk of bodily injury to another person within the preceding two years. Employment of persons with records of such convictions more than two years ago is a matter within the Provider's discretion after consideration of the individual's criminal record in relation to the nature of the position.

The Provider shall contact child protective services units within State government to obtain any record of substantiated allegations of abuse, neglect or exploitation against an employment applicant before hiring the same. In the case of a child protective services investigation substantiating abuse, neglect or exploitation by a prospective employee of the Provider, it is the Provider's responsibility to decide what hiring action to take in response to that substantiation, while acting in accordance with licensing standards.

Providers are not required to obtain records from child protective services for employees who (a) do not provide services to children, and (b) work in settings where there is on-site supervision at all times.

25) **Notification and Reporting.** The Provider shall follow all policies, procedures, and protocols developed by the Department, including procedures and protocols for tracking and reporting to the Program Administrator (i) reportable events; (ii) critical incidents; including all incidents of abuse and neglect or children and adults. The Provider shall develop the capacity to transmit identified uniform data elements in accordance with specifications established by the office of the Program Administrator.

Insofar as the Provider serves members of the class outlined in the "Community Consent Decree", Consumer Advisory Board v. DHHS Commissioner, No. 91-321-P-C (D. Ct. Me.), all terms and conditions of the Community Consent Decree are applicable to this Agreement. All Providers must pay particular attention to the Grievance process available to persons with developmental disabilities served by the Provider, and ensure that notice of the process is regularly provided to persons served by the Provider. Providing notice includes ensuring that written notice of the grievance process is provided to the person and/or their guardian at any planning meeting; posting notice of the grievance process in an appropriate common area of all facilities operated by the Provider; and posting notice of the grievance process on any website maintained by the Provider. In addition, the Provider must ensure that all new staff is trained in the grievance process and that it is available to all persons served by the Department. The Provider is also responsible for ensuring that all staff, employees, subcontractors, or other individuals or entities providing any services on behalf of the Provider clearly explain verbally and in writing to clients and families their relationship to the Provider and their roles and responsibilities and include, in writing, contact information for the individual(s) responsible for responding to complaints or grievances on behalf of the Provider.

RIDER E

PROGRAM REQUIREMENTS **(SAMHS- SUBSTANCE ABUSE SERVICES)**

CLIENT ELIGIBILITY

1. All individuals experiencing problems with substance abuse are eligible for treatment services without regard to income. A fee may be charged in accordance with an approved fee schedule or residential rate established by the Provider.
2. Providers shall give preference to pregnant women and women with dependent children who seek treatment and shall publicize the availability of such services. The Provider also agrees to refer the woman to SAMHS if the treatment facility is at 90% capacity.

SUBSTANCE ABUSE PREVENTION AND TREATMENT BLOCK GRANT (SAPTBG) FUNDS

§ 96.127 Requirements Regarding Tuberculosis (TB)

1. The program must, directly or through arrangements with other public or nonprofit private entities, routinely make available the following TB services to each individual receiving treatment for substance abuse:
 - (a.) Counseling the individual with respect to TB
 - (b.) Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual
 - (c.) Appropriate medical evaluation and treatment for individuals infected by mycobacteria TB
2. For clients denied admission to the program on the basis of lack of capacity, the program must refer such clients to other providers of TB services.
3. The program must have infection control procedures that are consistent with those established by Maine Centers for Disease Control to prevent the transmission of TB and that address the following:
 - (a.) Screening patients and identifying those individuals who are at high risk of becoming infected
 - (b.) Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2
 - (c.) Case management activities to ensure that individuals receive such services
4. The program must report all individuals with active TB to the Maine Centers for Disease Control as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.

§ 96.131 Treatment Services for Pregnant Women

1. The program must give preference in admission to pregnant women who seek or are referred for and would benefit from Block Grant-funded treatment services.
2. If the program is an SAPT Block Grant-funded program that serves an injecting drug abusing population, the program must give preference to treatment as follows:
 - (a.) Pregnant injecting drug users
 - (b.) Other pregnant substance abusers
 - (c.) Other injecting drug use

(d.) All others

3. The program must refer pregnant women to the State when the program has insufficient capacity to provide services to any such pregnant women who seek the services of the program.
4. The program must make interim services available within 48 hours to pregnant women who cannot be admitted because of lack of capacity.
5. The program must offer interim services, when appropriate, that include, at a minimum^[1], the following:
 - (a.) Counseling and education about HIV and TB, the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur
 - (b.) Referral for HIV or TB treatment services, if necessary
 - (c.) Counseling pregnant women on the effects of alcohol and other drug use on the fetus and referrals for prenatal care for pregnant women

§ 96.132 Additional Requirements

1. The program must make continuing education in substance abuse treatment and prevention available to employees who provided the services.
2. The program must have in effect a system to protect patient records from inappropriate disclosure, and the system must:
 - (a.) Comply with all applicable State and Federal laws and regulations, including 42 CFR part 2
 - (b.) Include provisions for employee education on confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure

§ 96.135 Restrictions on the Expenditure of the Grant

1. The program cannot expend SAPT Block Grant funds to provide inpatient hospital substance abuse services, except in cases when each of the following conditions is met:
 - (a.) The individual cannot be effectively treated in a community-based, nonhospital, residential program
 - (b.) The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, nonhospital, residential treatment program
 - (c.) A physician makes a determination that the following conditions have been met:
 - (i.) The primary diagnosis of the individual is substance abuse and the physician certifies that fact
 - (ii.) The individual cannot be safely treated in a community-based, nonhospital, residential treatment program
 - (iii.) The service can reasonably be expected to improve the person's condition or level of functioning
 - (iv.) The hospital-based substance abuse program follows national standards of substance abuse professional practice
 - (d.) The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in a residential, community-based program)

^[1] Interim services may also include federally approved interim methadone maintenance.

2. Further, the program cannot expend SAPT Block Grant funds to:

- (a.) Purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.
- (b.) Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.
- (c.) Provide financial assistance to any entity other than a public or nonprofit private entity
- (d.) Make payments to intended recipients of health services.
- (e.) Provide individuals with hypodermic needles or syringes.
- (f.) Provide treatment services in penal or correctional institutions of the State.

§ 96.137 Payment Schedule

The program must ensure that SAPT Block Grant funds for special services for pregnant women and women with dependent children, TB services, and HIV early intervention services are the "payment of last resort" and the program must make every reasonable effort to do the following to pay for these services:

1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX, any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.
2. Secure from patients or clients payments for services in accordance with their ability to pay.

Single State Audit

1. If the program has \$500,000 or more in Federal expenditures during the program's fiscal year, the program must receive a single State audit.
2. If the program is a non-Federal entity with \$500,000 or more in Federal expenditures, the program may elect to have a program specific audit if both of the following conditions are met:
 - (a.) The expenditures are under only one Federal program.
 - (b.) The Federal program does not require an A-133 audit
3. If the program is a non-Federal entity that expends less than \$500,000 during the program's fiscal year, the program must retain records to support expenditures and must make those records available for review or audit by appropriate officials of the Federal Agency, the pass-through entity, and the General Accounting Office.

Salary Limitation

The program cannot use the SAPT Block Grant to pay salaries in excess of Level I of the Federal Senior Executive pay scale.

Charitable Choice

1. If the program is an SAPT Block Grant-funded program that is part of a faith-based organization, the program may:
 - (a.) Retain the authority over its internal governance

- (b.) Retain religious terms in its name
 - (c.) Select board members on a religious basis
 - (d.) Include religious references in the mission statements and other governing documents
 - (e.) Use space in its facilities to offer Block Grant-funded activities without removing religious art, icons, scriptures, or other symbols
2. If the program is an SAPT Block Grant-funded program that is part of a faith-based organization, the program cannot use SAPT Block Grant funds for inherently religious activities such as the following:
 - (a.) Worship
 - (b.) Religious instruction
 - (c.) Proselytization
 3. The program may only engage in religious activities listed under 2. Above if both of the following conditions are met:
 - (a.) The activities are offered separately, in time or location, from Block Grant-funded activities
 - (b.) Participation in the activities is voluntary
 4. In delivering services, including outreach activities, SAPT Block Grant-funded religious organizations **cannot** discriminate against current or prospective program participants based on:
 - (a.) Religion
 - (b.) Religious belief
 - (c.) Refusal to hold a religious belief
 - (d.) Refusal to actively participate in a religious practice
 5. If an otherwise eligible client objects to the religious character of the program, the program shall refer the client to an alternative provider within a reasonable period of time of the objection.
 6. If the program is a religious organization, the program must:
 - (a.) Use generally accepted auditing and accounting principles to account for SAPT Block Grant funds similar to other nongovernmental organizations.
 - (b.) Segregate Federal funds from non-Federal funds.
 - (c.) Subject Federal funds to audits by the government.
 - (d.) Apply Charitable Choice requirements to commingled funds when State/local funds are commingled with Block Grant funds.

§ 96.124 Certain Allocations: (Required Services for Programs Receiving Block Grant Funds Set Aside for Pregnant Women and Women with Dependent Children)

If the program receives SAPT Block Grant funds set aside for special services for pregnant women and women with dependent children (including women attempting to regain custody of their children), the program must provide or arrange for the following:

1. Primary medical care, including prenatal care, for women who are receiving substance abuse services.
2. Childcare while the women are receiving services.
3. Primary pediatric care for the women's children, including immunizations.
4. Gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting.

5. Therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.
6. Sufficient case management and transportation services to ensure that the women and their children have access to the services provided by (1.) through (5.) above.

The program must also treat the family as a unit and, therefore, admit both women and their children into treatment services, if appropriate.^[2]

§ 96.126 Capacity of Treatment for Intravenous Drug Abusers

If the program treats injecting drug users, the program must:

1. Within 7 days, notify the State whenever the program has reached 90 percent of its treatment capacity.
2. Admit each individual who requests and is in need of treatment for intravenous drug abuse:
 - (a.) Not later than 14 days after making the request *or*
 - (b.) Within 120 days of the request if the program has no capacity to admit the individual, the program makes interim services available within 48 hours, and the program offers the interim services until the individual is admitted to a substance abuse treatment program
3. Offer interim services, when appropriate, that include, at a minimum^[3], the following:
 - (a.) Counseling and education about HIV and tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur
 - (b.) Referral for HIV or TB treatment services, if necessary
 - (c.) Counseling pregnant women on the effects of alcohol and other drug use on the fetus and referrals for prenatal care for pregnant women
4. Maintain a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment, including patients receiving interim services while awaiting admission.
5. Maintain a mechanism that enables the program to:
 - (a.) Maintain contact with individuals awaiting admission
 - (b.) Consult with the State's capacity management system to ensure that waiting list clients are admitted or transferred to an appropriate treatment program within a reasonable geographic area at the earliest possible time
6. Take clients awaiting treatment for intravenous substance abuse off the waiting list only when such persons:
 - (a.) Cannot be located for admission into treatment *or*
 - (b.) Refuse treatment
7. Carry out activities to encourage individuals in need of treatment services for intravenous drug abuse to undergo such treatment by using scientifically sound outreach models such as those outlined below or, if

^[2] Such an admission may not be appropriate, however, if, for example, the father of the child(ren) is able to adequately care for the child(ren).

^[3] Interim services may also include federally approved interim methadone maintenance.

no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method:

- (a.) The standard intervention model as described in *The NIDA Standard Intervention Model for Injection Drug Users: Intervention Manual*, National AIDS Demonstration Research (NADR) Program, National Institute on Drug Abuse, (Feb. 1992)
- (b.) The health education model as described in Rhodes, F., Humfleet, G.L. et al., *AIDS Intervention Program for Injection Drug Users: Intervention Manual*, (Feb. 1992)
- (c.) The indigenous leader model as described in Wiebel, W., Levin, L.B., *The Indigenous Leader Model: Intervention Manual*, (Feb. 1992)

8. Ensure that outreach efforts (have procedures for):

- (a.) Selecting, training, and supervising outreach workers
- (b.) Contacting, communicating, and following up with high-risk substance abusers, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements
- (c.) Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV
- (d.) Recommending steps that can be taken to ensure that HIV transmission does not occur

AMHI CONSENT DECREE

The Provider agrees to comply with the requirements of the AMHI Consent Decree by:

- (a) Having policies to assure class members of the AMHI Consent Decree are informed of their right to receive the services of a community support worker and other individualized support services; and
- (b) Providing written material explaining the client's rights as an AMHI Consent Decree class member to the services of a community worker and other individualized support services upon admission.

CO-OCCURRING DISORDERS

1. Co-occurring Disorders (MH/SA)

In support of the Department statewide initiative to create a system that is welcoming to patients with Co-occurring Mental Health and Addiction Disorders, the agency agrees to the following:

- (a.) The Provider shall not deny services to any person solely on the basis of the individual's having a known mental illness along with a known substance use/abuse disorder or because that individual takes prescribed psychoactive medications or participates in medication assisted treatment of their substance use.
- (b.) The Provider shall develop a written protocol or policy that describes its service approach to people with co-occurring mental illness and substance abuse or other co-occurring conditions.
- (c.) The Provider shall document the implementation of a training plan for staff in the interrelationship of mental illness and mood altering substances, the identification of available co-occurring resources, and the referral and treatment process.

- (d.) The Provider shall institute a discrete screening process for identifying people with complex, co-occurring needs and diagnoses using a standard tool to be provided by the Department, currently the AC-OK.

2. Co-occurring Disorder Capability Development:

The goal of the Department is that all providers are required to be Co-occurring Capable. (COD-C) This expectation is reflected in DHHS policy and current SAMHS regulation. A COD capable program "is organized to welcome, identify, engage and serve individuals with co-occurring MH disorders and to incorporate attention to these issues in all aspects of program content and documentation. Such programs provide services that incorporate understanding of and approaches to mental health problems as they relate to and affect the substance abuse disorder. For more information, please refer to the Regulations for Licensing and Certifying of Substance Abuse Treatment Programs 14-118 CMR Chapter 5, Effective February 29, 2008, specifically sections 1.15-1.17.1, section 1.75, and section 5.1.

Providers are required to be fully COD capable by implementing the following:

- (a.) Providers will create and communicate a formal statement of intent to become COD capable to all staff.
- (b.) Providers will organize a formal Continuous Quality Improvement (CQI) process that addresses this goal.
- (c.) Providers will perform an organizational self-assessment of COD capability for each program using either the Maine Co-occurring Self-Assessment Tool or the COMPASS EZ.
- (d.) Providers will develop an action plan based on this self-assessment with measurable and achievable targets determined by the program.
- (e.) Providers will demonstrate that their CQI process tracks outcomes related to COD-C targets.
- (f.) Providers will demonstrate that their policies and procedures reflect attention to welcoming people with co-occurring diagnoses, improved screening, assessment, documentation, and treatment planning for people with COD, improved coordination of care for people with COD, and improved staff competency in providing services for people with COD.

SAMHS will provide assistance with and tracking of requirements in this Rider section at site visits of Block Grant contracted agencies. Requirement of a brief narrative related to COD-C status will be added to the year-end reporting requirement.

DRIVER EDUCATION AND EVALUATION PROGRAM (DEEP)

All contract agencies shall admit Driver Education and Evaluation Programs (DEEP) clients who meet their admissions criteria.

SUBSTANCE ABUSE SERVICES AT CORRECTIONAL FACILITIES

For Agreements with providers providing substance abuse treatment services at Maine Department of Corrections (DOC) correctional facilities:

The licensed Provider of the substance abuse services shall maintain custody of substance abuse treatment program records. Because the Provider shall be the custodian of the substance abuse treatment records, it shall also be the accountable party for ensuring that the confidentiality requirements of CFR42, Part 2, Confidentiality of Alcohol and Drug Abuse Patient Records, are met. Closed substance abuse treatment program records may be stored at a correctional facility along with client medical and classification records. However, substance abuse records must have a cover sheet with a disclaimer stating that they are protected by CFR42. Only those persons who are authorized in accordance with CFR 42 shall have access to them. All

closed substance abuse records must be maintained for a minimum of seven years. If a Provider discontinues operations, or is taken over or acquired by another Provider, disposition of patient identifying information and/or records shall be accomplished in accordance with CFR42.

LICENSE

Only substance abuse programs with a current license/certificate of approval are eligible to receive Office of Substance Abuse Treatment funding.

NON-DISCRIMINATION

Providers receiving grant funds from SAMHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of legitimate addiction medications.

Providers receiving grant funds from SAMHS will not discriminate against clients based on (third party) payor source. This is inclusive of Maine Care and Private Insurance. Providers will not have policies to refuse admission to treatment or to discharge clients from treatment based on their payor source.

BONDING

The Provider shall obtain and maintain at all times during the term of this Agreement a fidelity bond covering the activities of all employees who handle funds of the Provider in an amount equal to at least 20% of the total amount of this Agreement. This provision does not apply to Agreements that provide only MaineCare seed funds.

STAFFING

The Provider shall supply all staff training, clinical and administrative supervision, and evaluation appropriate to the performance of services under this Agreement. The Provider's staffing of all service programs contracted herein shall be in accordance with its final approved budget submission for the Agreement period.

OPIATE TREATMENT PROGRAMS

For Agreements with providers who conduct opiate replacement treatment, the Provider shall be required to utilize the Prescription Monitoring Program.

SMOKING CESSATION

All agencies providing Mental Health and/or Substance Abuse Services under this agreement shall have a current written tobacco policy addressing:

- (a.) Annual screening of individuals receiving MH/SA services for tobacco use and dependence
- (b.) Referral of individuals receiving MH/SA services to evidence-based tobacco cessation treatment
- (c.) Use of tobacco in agency facilities and on agency property. These policies shall comply with state law.

These policies shall be reviewed annually and updated as necessary. Updates shall be submitted to the DHHS program administrator upon update.

Resources regarding tobacco screening, treatment and policies may be found at

<http://www.maine.gov/dhhs/mecdc/population-health/hmp/ptm/> and <http://www.project-integrate.org/tobaccofreepolicies.html>

TRAUMA INFORMED CARE

Trauma-Informed Care : The Provider shall have a plan for providing trauma-informed care based on principles of trauma-informed care and generally recognized bases of trauma-specific interventions, both as outlined by the Substance Abuse and Mental Health Services Administration at:

<http://www.samhsa.gov/nctic/trauma-interventions>

LANGUAGE ACCESS

- A. Interpretation Services (Communication Access).** The Provider shall determine the primary language of individuals requesting services and ensure that the services are provided either by a bilingual clinician or with the assistance of a qualified interpreter when English is not the primary language. If not otherwise funded by MaineCare or some other source, the Provider shall obtain the service at its own expense. The client shall not be charged for this service.
- B. Accessibility for the Deaf and Hard of Hearing.** The Provider shall maintain and periodically test appropriate telecommunication equipment including TTY, videophone, or amplified telephone, or computer-based telecommunication programs, including IP-Relay services. Equipment or some form of access to relay services must be available and accessible for use by clients and staff for incoming and outgoing calls. The Provider shall ensure that appropriate staff has been trained in the use of the telecommunications devices and that if there is a TTY or video phone number, that the TTY telephone number is published on all of the Provider's stationery, letterhead, business cards, etc., in the local telephone books, as well as in the statewide TTY directory. Where no TTY or VP number exists, providers should assure that clients are advised to use relay services by placing such information on providers stationery, letterhead, and business cards. The Provider, at its expense, shall obtain the services of a qualified sign language interpreter or other adaptive service or device when requested by a consumer or family member. Interpreters must be licensed with the Maine Department of Professional and Financial Regulation in the Office of Licensing and Registration. The Provider shall document the interpreter's name and license number in the file notes for each interpreted contact.
- C. Deaf and/or Severely Hard of Hearing.** Providers who serve deaf and/or severely hard of hearing consumers shall:
1. Provide visible or tactile alarms for safety and privacy (e.g., fire alarms, doorbell, door knock light);
 2. Provide telecommunication access that is appropriate for the consumers' linguistic ability and preference and ensure the consumers have the relevant relay service, telephone numbers, or web sites readily available; and
 3. Train staff in use and maintenance of all adaptive equipment in use in the program, including but not limited to hearing aids, assistive listening devices, videophone or TTY, fax machine, television caption controls, and alarms.

The Maine Center on Deafness <http://mcdmaine.org/> offers assistance to individuals who need specialized telecommunications devices who own their telephone. For consumers who rely on agency provided telephones, Maine Center on Deafness maintains telecommunication equipment to be the responsibility of the provider.

D. Provider Responsibilities: Deaf, Hard of Hearing and/or Nonverbal. Providers who serve deaf, hard of hearing, and/or nonverbal consumers for whom sign language has been determined to be as a viable means of communication shall:

1. Provide ongoing training in sign language and visual gestural communication to all staff on all shifts who need to communicate meaningfully with these clients, and shall document staff attendance and performance goals with respect to such training;
2. Develop clear written communication policies for the agency and each program of the agency, including staff sign/visual gestural proficiency expectations and when and how to provide qualified sign language interpretation; and
3. Ensure that staff and Provider case managers have a level of proficiency in sign language that is sufficient to communicate meaningfully with consumers OR
4. Hire an interpreter at all required check-ins at provider expense, if no signing case manager is available.

E. Contract Compliance

In addition to using the termination provisions contained in Rider B paragraph 15 and the set-off provisions contained in Rider B paragraph 26, the Department may exercise the following steps to ensure contract compliance:

Level 1: The Program Administrator will notify the Provider in writing of any contract compliance issues identified by Department staff. The notice will include the contract provision that is in noncompliance and a date by which the provider must comply.

Level 2: If the compliance issues described by the Program Administrator at Level 1 have not been addressed by the specified dates, the Provider and a representative or representatives of the Department's Office of Substance Abuse and Mental Health Services (SAMHS) will meet, discuss, and document the contract compliance issues. The SAMHS and the provider will develop a corrective action plan which must include:

1. A statement of the corrective actions required for compliance with the contract;
2. The date by which the Provider will comply with the terms of the contract;
3. The consequences for non-compliance; and
4. Signatures of the Provider and the SAMHS representative.

Level 3: If the Provider fails to undertake the corrective actions in the corrective action plan, the Department may terminate the contract in accordance with the procedures described in Rider B paragraph 15.

F. Consumer Satisfaction Survey.

The Provider shall support and participate in the annual Consumer Satisfaction Survey in accordance with the protocols developed by the Department.



(see instructions and MAAP IV)

AGENCY NAME:	TOWN OF VEAZIE
FISCAL YEAR END:	6/30/2016
FUNDING DEPARTMENT:	OSAMHS
DHHS AGREEMENT#:	OSA-16-3015
AGREEMENT START DATE:	7/1/2015
AGREEMENT END DATE:	6/30/2016
AGREEMENT AMOUNT:	\$15,000.00
PROGRAM NAME:	Enforcement of Underage Drinking Laws

	TOTAL PAYMENTS	\$15,000.00
TOTAL PAYMENTS WILL NOT EXCEED THE AGREEMENT AMOUNT		



Department of Health
and Human Services
*Maine People Living
Safe, Healthy and Productive Lives*

RIDER F-2
AGREEMENT COMPLIANCE FORM

AGREEMENT COMPLIANCE FORM

AGENCY NAME:	TOWN OF VEAZIE
PROGRAM NAME:	ENFORCEMENT OF UNDERAGE DRINKING LAWS
AGREEMENT START DATE:	7/1/2015
AGREEMENT END DATE:	6/30/2016
DHHS AGREEMENT#:	OSA-16-3015

This section identifies compliance requirements that must be considered in audits of agreements between the Department and a Community Agency. Below is a summary of required compliance tests as well as sections within the agreement award relevant to such testing. Failure to comply with any of these areas could lead to material deficiencies.

- ☒ Review the Federal compliance requirements specific to the following CFDA identifiers:

CFDA # 93.959
CFDA # _____

CFDA # _____
CFDA # _____

and review all the State compliance requirements listed below that apply to Federal Funds.

- ☒ Review the State compliance requirements in applicable areas specified below:

☒ 1 INTERNAL CONTROL

☒ 2 STANDARD ADMINISTRATIVE PRACTICES

a. OMB A-110/Common Rule
General
Pre-award Requirements
Financial and Program Management
Property Standards
Procurement Standards
Reports and Records
Termination and Enforcement
After the Award Requirements

b. Department Additions
Standards for Bonding
Program Budget

☒ 3 ACTIVITIES ALLOWED OR UNALLOWED

Rider A Section III

☒ 4 ALLOWABLE COSTS/COST PRINCIPLES

☐ OMB A-122

☒ OMB A-87

☐ OMB A-21

☒ 5 CASH MANAGEMENT

☒ 6 ELIGIBILITY

Rider E

☐ 7 EQUIPMENT AND REAL PROPERTY MANAGEMENT

☐ 8 MATCHING, LEVEL OF EFFORT, EARMARKING

☒ 9 PERIOD OF AVAILABILITY OF FUNDS

☒ 10 PROCUREMENT AND SUSPENSION AND DEBARMENT

Rider D Section 6

☐ 11 PROGRAM INCOME

☒ 12 REPORTING

Rider A Section II

☒ 13 SUB-RECIPIENT MONITORING

Rider D Section 17

☐ 14 SPECIAL TESTS AND PROVISIONS

☒ 15 AGREEMENT SETTLEMENT METHOD

(Check all that are applicable)

☐ COST SETTLED

☒ FEE FOR SERVICE

☐ LINE ITEM EXPENSE

RIDER G

IDENTIFICATION OF COUNTRY
IN WHICH CONTRACTED WORK WILL BE PERFORMED

Please identify the country in which the services purchased through this Agreement will be performed:



United States. Please identify state: Maine



Other. Please identify country: _____

Notification of Changes to the Information

The Provider agrees to notify the Division of Purchases of any changes to the information provided above.

RIDER I

MAINE STATE DEPARTMENT OF HEALTH AND HUMAN SERVICES **ASSURANCE OF COMPLIANCE**

ASSURANCE OF COMPLIANCE WITH TITLES VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 1973, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE DISCRIMINATION ACT OF 1975, THE CODE OF FAIR PRACTICES AND AFFIRMATIVE ACTION AND STATE OF MAINE EXECUTIVE ORDER 17/FY 04/05.

The Provider/Contractor provides this assurance in consideration of and for the purpose of obtaining Federal/State grants, loans, contracts, agreements, property, discounts or other Federal/State financial assistance from the U.S./State Departments of Health and Human Services.

By signing this Agreement, Rider I Assurance of Compliance is by agreement fully incorporated into the Agreement.

THE PROVIDER/CONTRACTOR HEREBY AGREES THAT IT WILL COMPLY WITH:

1. Titles VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Service (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States, shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Provider/Contractor receives Federal/State financial assistance from the Department. Specifically, providers of client services shall develop clear, written communication plans, provide and document training in order to ensure that staff can communicate meaningfully with applicants/clients and/or family members who are limited English proficient (LEP); determine the primary language of applicants/clients and/or family members, and ensure that bi-lingual workers or qualified interpreters will be provided at no cost to the applicant/client.
2. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap be excluded from participation in, be denied the benefits of, or subjected to discrimination under any program or activity for which the Provider/Contractor receives Federal/State financial assistance from the Department. Specifically, providers shall develop clear, written communication plans, provide and document training in order to ensure that staff can communicate meaningfully with applicants/clients and/or family members who are deaf, hard or hearing, late deafened, speech impaired and/or nonverbal. The Provider will provide visible or tactile alarms for safety and privacy, telecommunications device for the deaf (TTY), amplified phone or fax machine, and train staff in the use of adaptive equipment. The Provider shall obtain the services of a qualified, licensed sign language interpreter or other adaptive service such as CART or C-Print at no expense to the applicant/client or family member.
3. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of /or be otherwise subjected to discrimination under any education program or activity for which the Provider/Contractor receives Federal/State financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end

that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in or be subjected to discrimination under any program or activity for which the Provider/Contractor receives Federal/State financial assistance from the Department.

5. The Code of Fair Practices and Affirmative Action, 5 M.R.S.A. § 781 *et. seq.*, to the end that, in accordance with the Code of Fair Practices and Affirmative Action, no state or state related agency contractor, subcontractor, or labor union or representative of the workers with which the contractor has an agreement will discriminate because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability while providing any function or service to the public, in enforcing any regulation, or in any education, counseling, vocational guidance, apprenticeship and on the job training programs, unless based upon a bona fide occupational qualification. During the performance of this contract, the Provider/Contractor agrees as follows:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religious creed, sex, national origin, ancestry, age physical or mental disability. Such action shall include, but not be limited to the following: Employment, upgrading, demotions, transfers, recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. The Provider/Contractor will, in all solicitations or advertisements for employees place by or on behalf of the Provider/Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability.
- C. The Provider/Contractor will send to each labor union or representative of the workers with which it has a collective or bargaining agreement, or other contract or understanding, whereby he is furnished with labor for the performances of his contract, a notice, to be provided by the contracting department or agency, advising the said labor union or workers' representative of the contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Provider/Contractor will cause the foregoing provisions to be inserted in all contracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor.
- E. Provider/Contractors and subcontractors with contracts in excess of \$50,000 will also pursue in good faith affirmative action programs.

6. State of Maine Executive Order 17 FY 04/05 which provides that all contractors entering into contracts for services to be provided to or on behalf of the State of Maine not discriminate against any employee or applicant for employment because of that employee's or applicant's sexual orientation. Solicitations or advertisements for employment by the contractor or subcontractor shall state that all qualified applicants will receive consideration for employment without regard to sexual orientation. Contractor will notify each labor union or workers' representative of the contractor's obligations under State of Maine Executive Order 17 FY 04/05 and post such notice in conspicuous places available to employees and applicants for employment. The contractor will cause the requirement of State of Maine Executive Order 17 FY 04/05 to be inserted in all contracts for work covered by a State contract for services such that the requirements will be binding on any and all subcontractors. The Provider further stipulates that services will be provided in a culturally sensitive and age appropriate manner.

The Provider/Contractor agrees that compliance with this assurance constitutes a condition of continued receipt of Federal/State financial assistance, and that it is binding upon the Provider/Contractor, its successors, transferees and assignees for the period during which such assistance is provided. The Provider/Contractor also agrees that the Department may withhold financial assistance to any recipient found to be in violation of

the Maine Human Rights Act, 5 M.R.S.A. § 4551 *et. seq.* or the Federal Civil Rights Act, 42 U.S.C. § 1981 *et. seq.* in accordance with 5 M.R.S.A. § 783. If any real property or structure thereon is provided or improved with the aid of Federal/State financial assistance extended to the Provider/Contractor by the Department, this assurance shall obligate the Provider/Contractor, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal/State financial assistance is extended or for another purpose involving the provision of similar service or benefits. If any personal property is so provided, this assurance shall obligate the Provider/Contractor for the period during which it retains ownership or possession of the property. The Provider/Contractor further recognizes and agrees that the United States shall have the right to seek judicial enforcement of the assurance.

* Technical assistance and information relating to the requirements associated with sections 1 through 5 can be found at U.S. Health and Human Services Website: <http://www.hhs.gov/ocr/>. Technical assistance and information regarding section 1 can also be found at the U.S. Equal Employment Opportunity Commission website: www.eeoc.gov. Technical assistance and information relating to the requirements associated with section 6 can be found at www.maine.gov/mhrc/laws/index.html. Information relating to section 6 can be found at <http://www.mainelegislature.org/legis/statutes/search.asp>.

EXCEPTIONS TO AGREEMENT

There are no exceptions to State Riders in this agreement.

----- APPENDIX A -----

SFY2016 EUDL District Taskforce Action Plan for _____ (District # or Name)

Each Maine prosecutorial district EUDL taskforce has been provided a funding Agreement from the Department for July 1, 2015 through June 30, 2016 -which provides the District EUDL Taskforce with \$12,000 to support implementing best practices and evidence-based strategies to enforce the underage drinking laws and reduce youth access to alcohol in their district. Below is a chart of the areas of effort and activities the district taskforce has decided to implement (as indicated by the check boxes).

Area of Effort	Suggestions/Ideas for what District could use EUDL ASPII funding to plan, develop, implement, and/or evaluate effectiveness of	Budget/Timing/Notes for this area of effort
Strategic enhancements to Underage Drinking Enforcement Detail operations in the District. This could include supplementing existing UD enforcement detail plans to strategically respond to gaps of district-level significance. This funding may not be used to implement OUI* specific details	<ul style="list-style-type: none"> <input type="checkbox"/> Party Patrols including proactive response to tips <input type="checkbox"/> Saturation Patrols <input type="checkbox"/> High-risk Event/Holiday details <input type="checkbox"/> Furnishing enforcement and proactive response to tips (i.e. talk to hosts before party starts) <input type="checkbox"/> Youth alcohol access reduction details (social and retail sources) <input type="checkbox"/> Call-out response for large party <input type="checkbox"/> Other evidence-based efforts which EUDL ASPII Manager approves based on demonstrated district need, rationale, and potential for systemic improvements 	<p>\$ _____</p> <p>Anticipated Quarter(s) activity will occur:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Quarter 1 <input type="checkbox"/> Quarter 2 <input type="checkbox"/> Quarter 3 <input type="checkbox"/> Quarter 4 <p>Action plan notes:</p>
UD Detection and Surveillance Enhancement	<ul style="list-style-type: none"> <input type="checkbox"/> Establish/Enhance a tip mechanism <input type="checkbox"/> Surveillance for "hot spot" or large event (such as prom or sport event with a demonstrated history of significant UD issues) <input type="checkbox"/> Cops-in-shops for locations where there has been a demonstrated significant issue related to youth stealing or attempting to purchase alcohol <input type="checkbox"/> Other evidence-based efforts which EUDL Program Manager approves based on demonstrated district need, rationale, and potential for systemic improvements 	<p>\$ _____</p> <p>Anticipated Quarter(s) activity will occur:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Quarter 1 <input type="checkbox"/> Quarter 2 <input type="checkbox"/> Quarter 3 <input type="checkbox"/> Quarter 4 <p>A. Action plan notes:</p>

Continued from previous page

SFY2016 EUDL District Taskforce Action Plan for _____ (District # or Name)

Area of Effort	Suggestions/Ideas for what District could use EUDL ASPII funding to plan, develop, implement, and/or evaluate effectiveness of	Budget/Timing/Notes for this area of effort
Building public support within District for the enforcement of underage drinking laws	<ul style="list-style-type: none"> <input type="checkbox"/> Media advocacy Awareness campaign(s) about: <ul style="list-style-type: none"> <input type="checkbox"/> UD laws and enforcement efforts <input type="checkbox"/> Why UD is a safety and success issue <input type="checkbox"/> Furnishing <input type="checkbox"/> Fake IDs <input type="checkbox"/> Stakeholder engagement <input type="checkbox"/> Other evidence-based efforts which EUDL Program Manager approves based on demonstrated district need, rationale, and potential for systemic improvements 	<p>\$ _____</p> <p>Anticipated Quarter(s) activity will occur:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Quarter 1 <input type="checkbox"/> Quarter 2 <input type="checkbox"/> Quarter 3 <input type="checkbox"/> Quarter 4 <p>Action plan notes:</p>
Strategic enhancements to prosecution and adjudication of UD cases in the district	<ul style="list-style-type: none"> <input type="checkbox"/> Enhanced communication and collaboration with DA's Office and Courts on UD matters <input type="checkbox"/> Establishment/Enhancement of evidence-based interventions as part of court sanctions or diversion practices for UD cases in district <i>(Please note: to ensure sustainability, the plan for intervention use should be focused on these programs being fiscally self-sustainable through participant fees)</i> <input type="checkbox"/> Other evidence-based efforts which EUDL ASPII Manager approves based on demonstrated district need, rationale, and potential for systemic improvements 	<p>\$ _____</p> <p>Anticipated Quarter(s) activity will occur:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Quarter 1 <input type="checkbox"/> Quarter 2 <input type="checkbox"/> Quarter 3 <input type="checkbox"/> Quarter 4 <p>Action plan notes:</p>

ITEM # 11

Town of Veazie

To: Town Council

From: Mark Leonard; Town Manager



Date: 06/10/2015

Ref: Road Paving Projects Proposals (updated)

Below are budgets for suggested paving projects for FY 2015-2016. The suggested roads and pricing are as follows:

1. Riverview Street: \$17,450.00
2. May Street: \$34,700.00
3. Arbor Drive: \$44,070.00
4. Longmeadow Drive: \$53,080.00
5. Municipal Building Lots: \$40,000.00 * not to exceed

Total: \$189,300.00*

We currently have \$86,346.04 in the Highway Capital reserve account and with the \$150,000.00 that was approved at the Town Meeting this would bring the total to \$236,346.04. If the above paving is approved this would leave us with approximately \$47,000.00 in reserves which I am comfortable with.

Attached is the proposed work and pricing from both Lou Silvers and Hopkins that was previously provided. The pricing provided by Hopkins is the same pricing that was provided last year. The price of liquid asphalt has only fluctuated slightly, so it's my opinion the pricing extended by Hopkins should be accepted without going to bid.



LLC

917 Blackstream Road
Hermon, Maine 04401
(207) 848-7007
Fax (207) 848-0424
info@hopkinslandscapes.com

06/09/2015

To: Town of Veazie
1084 Main Street
Veazie, Maine 04401

RE: Paving Proposal

Riverview Street (1300 SY):

Reclaim 1300 SY. Place 6" Reclaim then Fine Grade.
Place 2" HMA Binder Pavement (143 Ton). \$15,300.00

May Street (1984 SY):

Shim and Overlay 1 1/2" HMA Pavement (330 Ton). \$29,700.00

Arbor Drive (3912 SY):

Shim and Overlay 1 1/2" HMA Pavement (323 Ton). \$29,070.00

Long Meadow Drive:

Fine Grade. Place Binder Pavement (229 SY/92 Ton).
Shim and Overlay 1 1/2" HMA Pavement (320 Ton). \$37,080.00
*Pavement Removal and Grading by others.

Ridgeway
~~Riverview~~ Drive (5480 SY):

Shim and Overlay 1 1/2" HMA Pavement (455 Ton). \$40,950.00

Highview Drive (3094 SY):

Shim and Overlay 1 1/2" HMA Pavement (260 Ton). \$23,400.00

If you have any questions or concerns please feel free to contact us.

Thank you,

Mike Hopkins

LOU SILVER, INC.

Veazie, Maine 04401

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

MAILING ADDRESS

P.O. Box 22

Orono, Maine 04473

Phone: Bangor, Maine 942-8074

June 8, 2015

**Town of Veazie
1084 Main Street
Veazie, Maine 04401**

Attn: Mark Leonard

Re: Street Overlay / Rebuild 2015

Dear Mark,

The budget pricing for 2015 roadwork we have discussed is as follows:

Riverview Street:

Reshape sides no loam & seed	2,150.00
------------------------------	----------

May Street:

Reset 5 frames & covers includes patch paving	5,000.00
---	----------

Long Meadow Cul-de-sac:

Total rebuild No paving	16,000.00
-------------------------	-----------

Arbor Drive:

Reset 12 CB frames & covers includes patch paving	
Install 1 new 4' diameter CB includes patch paving	15,000.00

Ridgeview:

Reset 8 frames & covers includes patch paving	
Reset 1 frame & cover with new frame & cover	
includes patch paving	
Replace 1 block basin with 4' diameter CB	
Includes patch paving	
Replace 2 block basins with type F basin	
Includes patch paving	
1 Catch basin fix mortar around pipes	
Includes patch paving	21,850.00

Option to lower storm piping at the Block basins

Add 18,861.00

Very Truly,

A handwritten signature in black ink, appearing to read 'Barney W. Silver', written over a horizontal line.

Barney W. Silver

Town of Veazie

To: Town Council

From: Mark Leonard; Town Manager

Date: 06/09/2015

Ref: Road Paving Projects Proposals

ITEM # 8

6/9/15 meeting

Below are budgets for suggested paving projects for FY 2015-2016. The suggested roads and pricing are as follows:

1. Riverview Street: \$17,450.00
2. May Street: \$34,700.00
3. Arbor Drive: \$44,070.00
4. Longmeadow Drive: \$53,080.00
5. Ridgeview Drive: \$62,800.00

Total: \$212,100.00

We currently have \$86,346.04 in the Highway Capital reserve account, and if the \$150,000.00 is approved at the Town Meeting this would bring the total to \$236,346.04. I am concerned that if all of these paving projects are approved we will only have approximately \$24,000.00 in reserves. We do have a need at the Town Office to have the ramp in front of the fire station paved and we also need the rear parking lot paved as part of a proposed salt management plan for compliance with our MS 4 permit. If we were to do projects 1-4 the budget total would be \$149,300.00. We could then work with the reserves to perform the paving at the Municipal Building and still leave some monies in the reserve account.

Attached is the proposed work and pricing from both Lou Silvers and Hopkins. The pricing provided by Hopkins is the same pricing that was provided last year. The price of liquid asphalt has only fluctuated slightly so it's my opinion the pricing extended by Hopkins should be accepted without going to bid.

Manager's Report For June 22, 2015 Council Meeting

Since the last council meeting here are some things I've been working on and/or have been occurring around Town:

The Town Meeting was conducted with nearly 100 residents participating. All warrant articles passed with the only change being to Article 26 and 27. Article 26 saw a \$60,684.00 increase which also increased article 27 to \$4,106,347.37.

I attended a cable consortium meeting at Eastern Maine Development Cooperation so that we could continue negotiations with Time Warner for a new contract. The meeting was well attended and another one has been scheduled for June 24th.

I have met with representatives from Mid Maine Communication in reference to replacing the municipal buildings phone system. Pricing has been received and will be reviewed at a later meeting for discussion.

The School Budget validation vote took place on June 16, 2015. 316 votes were cast and the budget was not validated and citizens wanted the budget validated for the next 3 years. We have been in contact with legal staff to provide a clear path forward as this has not occurred in Veazie before. These talks have also included the Superintendent and the School's legal staff. The process will be discussed at the upcoming Council meeting. The school board has also scheduled a special meeting for June 25 to discuss moving forward.

I attended the construction progress meeting in reference to the paving of State Street. Work has begun on the Old Town/ Orono end and will then move into Veazie. The tentative schedule has State Street being paved the end of June into the beginning of July. This schedule is subject to change

Councilor Bagley and I attended and cooked for the end of year BBQ for the students and school staff at the Veazie Community School. The event was well received.

This week ended the Town's two week loan period of a radar trailer from the State of Maine. We received several positive comments and will look to participate in the program next week. We received it from the Town of Orono and transferred it to the Town of Hermon.

The rock wall work on Rock Street has been completed. Final payment was made to Mitchells for the work.

Stevens Memorial has begun the cemetery restoration work in the Fairview Cemetery that had been previously authorized late last year. I will provide a progress report at the Council meeting and as the project moves forward.

Manager's Report For June 22, 2015 Council Meeting

Attachments:

June 3 pre-construction utility meeting minutes
Orono Summer recreation flier
Legislative Bulletin number 22
Orono-Veazie Water District meeting minutes
Orono- Veazie Water District Annual Drinking Report
Project Canopy Grant reimbursement request
State Rep Peter Lyford June 15, 2015 newsletter
Invitation to Christopher Lockwood retirement
MDOT weekly progress meeting minutes
Maine Tree Farm newsletter
MMA Legislative Bulletin concerning State Budget
Penobscot EMA newsletter



PAUL R. LEPAGE
GOVERNOR

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
EASTERN REGION OFFICE
219 HOGAN ROAD
BANGOR, MAINE
04401

David Bernhardt
COMMISSIONER

June 3, 2015

RE: Pre-Construction Utility Meeting Minutes, *Veazie-Orono-Old Town, Routes 2, 2A/College Avenue, Kelley Road & Bennoch Road, WIN #20374.00, 20375.00, 20390.00 & 20391.00*

This is my understanding of the issues discussed and the conclusions reached at the pre-construction utility meeting held on *Wednesday, June 3, 2015, at the MaineDOT Office at 10:00am*. It is understood that the dates and times agreed upon and summarized herein assume reasonable weather conditions and freedom from emergencies.

See the attached attendance sheet for a list of representatives that were present at the meeting.

- Project Overview:
 - 20374.00: ¾" Overlay w/variable depth shim on Route 2: Beginning in Veazie at the Bangor/Veazie town line and extending easterly on Route 2 for 5.01 miles to the intersection of College Ave in Orono.
 - 20375.00: ¾" Overlay w/variable depth shim on Route 2A/College Avenue: Beginning in Orono at intersection of PARK ST and extending northerly on COLLEGE AVE (Route 2A) for 2.14 miles to the intersection of, STILLWATER AVE and COLLEGE RD in Old Town.
 - 20390.00: Mill & Fill on Kelley Road: Beginning at Old Kelley Road and extending 0.31 miles to the intersection of Main St. /Rte. 2.
 - 20391.00: Mill & Fill and sidewalk construction on Bennoch Road: Beginning at Noyes Street and extending 0.37 miles to the intersection of Main Street/Rte. 2.
 - ✓ Minor drainage pipe replacements on Route 2.
 - ✓ The first paragraph of the 104 specification states the roles and responsibilities of the contractor: The contractor has primary responsibility for coordinating their work with utilities after contract award. The contractor shall communicate directly with the utilities regarding any utility work necessary to maintain the contractor's schedule and prevent project construction delays. The contractor shall notify the resident of any issues.
THE CONTRACTOR SHALL PLAN AND CONDUCT THEIR WORK ACCORDINGLY.
 - ✓ It is the contractors' responsibility to give adequate advanced notification to the utilities for work to be performed (as stated in the 104 special provisions).
 - ✓ All utilities with facilities located on the project have been listed in the related specification with contact information.
 - ✓ Underground utility impacts are anticipated on this project. No aerial utility impacts are anticipated on this project.
 - ✓ Utility working days are Monday through Friday. Times are estimated on the basis of a single crew for each utility. Any times and dates mentioned are **estimates only** and are dependent upon favorable weather, working conditions, and freedom from emergencies. The Contractor shall have no claim against the Department if they are exceeded.

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- ✓ The utilities should be invited to the weekly progress meetings and included on the cc list for progress meeting minutes.
- ✓ Lane Construction is the prime contractor on this project and plans to begin work June 6th. Lane Superintendent is Ed Nason @ 461-3018.
- ✓ Planning on starting with shim on College Avenue the week of June 16th and move to Route 2 the week after. After shim is placed utilities can begin raising structures.
- ✓ Milling planned to begin on Kelly Road the week of June 14th and Bennoch Road in July. All affected utilities will need to be lowered by this date
- ✓ Surface paving planned to begin around June 22nd on College Avenue, June 18th on Kelley Road, July 12th on Bennoch Road and July 26th on Route 2. All utility adjustments will need to be completed prior to the surface paving date.
- ✓ See attached schedule of work for more details.
- ✓ An emphasis was placed on the contractor and utilities communicating and working together to keep the projects flowing freely.

- Underground Summary:

Utility	Summary of Work	Estimated Working Days
Bangor Gas Company	Adjust 22 gate valves to grade	10
	Adjust 3 manholes to grade	N/A
FairPoint Communications	Adjust 14 manholes to grade	20
Old Town Water District	Adjust 10 gate valves to grade	10
City of Old Town	Adjust 6 manholes to grade	N/A
Town of Orono (Sunset Development)	Adjust 41 manholes to grade	20
Orono-Veazie Water District	Adjust 105 gate valves to grade	20
Veazie Sewer District	Adjust 12 manholes to grade	10
Total:		90

- **PLEASE NOTE**

- ✓ **The Contractor will be responsible to make final grade adjustments in conjunction with the paving operations of any gate valves.**
- ✓ **When shim course is placed please ensure all utility structures are cleaned off.**
- ✓ All underground utilities require **3 working days' notice** for any/all excavation, guardrail work or any other subsurface work around any underground facilities to schedule an on-site representative to be present. The contractor shall hand dig around all the underground facilities.
- ✓ Bangor Gas **MUST** be present during any/all subsurface work in the vicinity of the Bangor Gas main. **One week initial notification and 48 hours notification for subsequent work** is requested so they may have a representative present.
- ✓ Bangor Gas Company and City of Old Town have accepted the contractors bid price of \$___ per utility manhole to include the work in the contract. BGC has 3 manholes and OTS has 6 manholes.

- ✓ The work shall be completed in accordance with special provisions for Item 812.162 and shall include adjustment of the utility manholes in the schedule for construction. Gardiner Construction will be the subcontractor doing the work for Lane.
- ✓ Lane Construction will be responsible for lowering the manholes prior to milling and maintaining the manholes until they are raised back up (where applicable). They will also be responsible to raise the manholes to grade before paving surface.
- ✓ Bangor Gas Company and City of Old Town requests 1 week notification prior to work taking place to schedule an on-site representative for inspection purposes.
- ✓ Orono, Veazie and Old Town have traffic signals within the project limits. If any loop detectors are present in the pavement they have been abandoned and can be removed.
- ✓ If traffic lights need to be shut off contact Scott Wilcox for City of Old Town, Rob Yerxa for Town of Orono or Mark Leonard for Town of Veazie.
- ✓ University of Maine- Facilities Management has multiple facilities that run under Route 2A/College Avenue. They have lights located in the pavement for a pedestrian crossing near the steam plant parking lot that have been abandoned. The lights shall be removed by the contractor prior to paving.
- ✓ Maine Central Railroad Company (Pan Am Railways) has railroad tracks within the limits of this project. The railroad tracks run parallel to the roadway and are close in a few various locations. **The Contractor will be prohibited from entering the Railroad Right-of-Way. No impacts are anticipated.**
- ✓ Orono-Veazie Water District has a short section (200' +/-) of water main to replace prior to shimming on College Avenue and are in the process of scheduling this work to be completed hopefully next week.
- ✓ Any utility working within the construction limits of this project shall ensure that the traveling public is adequately protected at all times. All work areas shall be signed, lighted, and traffic flaggers employed as determined by field conditions. All traffic controls shall be in accordance with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, as issued by the Federal Highway Administration.

• Utility Field Contacts:

Utility Contact Information		
Utility/Railroad	Contact Person	Contact Phone
Bangor Gas Company	Bud Martin	570-4427
Emera Maine	Don King	973-2696
FairPoint Communications	Brian Smith	991-6723
Maine Central Railroad Company (Pan Am)	Shawn Higgins	(978)663-1127
Maine Fiber Company	Tim LaBreck	956-6657
Old Town Water District	Steve Lane	827-2145
City of Old Town	Tim McGovern	827-3970 or 852-9798
	or John Rouleau	827-3974
Old Town Police Department	Scott Wilcox	827-3984
OTT Communications	Jim Taplin	688-8824
Town of Orono	Joe Madigan	356-9222

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	or Robert Yerxa	478-3994
Orono-Veazie Water District	Boyd Smith	745-2513
Time Warner Cable	Stephen Allen	404-5520
University of Maine System	Eric Damboise	561-3572
University of Maine- Facilities Management	Jeff Aceto	581-2669
Veazie Sewer District	Dana McLaughlin	942-1536
Town of Veazie	Mark Leonard	947-2781

I have attempted to summarize our meeting as accurately as possible. If you feel that any of the items discussed herein are misrepresented in any way, please contact me within ten working days at **(207) 215-3231** or derrick.carleton@maine.gov. In the absence of any corrections or clarifications, it will be understood that these minutes accurately summarize our discussions. Thank you for your participation and continued efforts in making this a successful project.

Very truly yours,



Derrick Carleton
Utility Coordinator
Highway Program

RAD-O

A Summertime call for fun!



FUN-PACKED

RAD-O campers enjoy non-stop fun on the University of Maine campus and in the Town of Orono. Activities take advantage of all the facilities available including indoor and outdoor pools, ziplines, tennis courts, miles of hiking trails, climbing walls, rope courses and several athletic fields.

Quality Programming

RAD-O camp counselors are college students that have been carefully background-checked and selected for their enthusiasm and diverse experience working with kids.

RAD-O philosophy is environmentally oriented, so while at camp, our directors and counselors will be promoting environmental consciousness/sustainability in all aspects of camp; a skill that your child will take into everyday life.

Register Now!

www.oronorec.com

Camp Weeks

June 22-June 26: Mad Science

Science experiments

Physics Roadshow presentation

Field trip to UMaine's planetarium

June 19-July 3: Apps, Maps, and GPS

Life-size angry birds catapult

Geocaching

Field trip to Orono Library

July 6-July 10: C.S.I.

Mystery and spy activities

Meet Bangor's bomb sniffing dog

Field trip to local Police Departments

July 13-July 17: Amazing Race

Races throughout the week with check-points, detours and fun challenges

Field trip to local parks

July 20-July 24: Trucks, Trains, Planes

Bicycle rodeo

"Big Rigs" petting zoo

Field trip to Cole Land Transportation Museum

July 27-July 31: Sun and Splash

Water games

Field trip to Pushaw lake

August 3-August 7: Food, Fun, Fitness

Kid friendly fitness activities

Cooking classes with UMaine Cooperative Ext.

Field trip to Rogers Farm

August 10-August 14: Going Green

Recycling contest

Zip-lining through the DeMennitt Forest

Field trip to UMaine's Witter Farm

August 17-21: Local Heroes

Hot cocoa and donuts with police chief

Junior firefighter Day

Field trip to our local fire and police departments

August 24-28: Celebration

Each day is a different theme

Band of summer celebrations

Great Skates field trip

RAD-O FAQs

1. What does RAD-O camp cost?

Fees: \$125/week; \$32/day

2. When is RAD-O open?

Camp programming is 8:30 - 4:30 but campers can be dropped off as early as 7:30 and picked up as late as 5:30.

3. Where will my child be?

Drop-off and pick-up is at the UMaine New Balance Recreation Center.

3. How do I register?

Go to www.oronorec.com and register online!

4. Where can I find more information?

www.oronorec.com

or www.umaine.edu/campusrecreation

RAD-O



Recreation Activity Day Camp

- Orono

A PARTNERSHIP PROGRAM



Town of Orono
59 Main St.
Orono, ME 04473
207.889.6914

The Town of Orono is an equal opportunity employer and service provider.

UMaine Campus Recreation
22 Hilltop Road
Orono, ME 04469-5797
207.581.1082

The University of Maine is an equal opportunity/affirmative action institution.



THE UNIVERSITY OF
MAINE

Student Life
Campus Recreation

Budget Still at Impasse, Other Bills of Municipal Interest Await Action

There is no solid news at this writing about the state budget recommendation (or recommendations) that will be presented to the Legislature for its consideration. In broadcast terminology, a “hard break” is fast approaching on this budget process. All broadcasters know that it makes no sense to play the game of chicken with hard breaks.

Although two reports were voted out of the Appropriations Committee on Saturday morning last week, neither budget recommendation is considered politically viable and the development of the budget proposal that will be given actual consideration by the full Legislature has been entirely assumed by the four legislative leaders. As soon as the municipally-relevant details of the magic amendment that resolves the budget impasse emerge into public view, we will provide that information to subscribers of the Legislative Bulletin as an action alert.

A short list of the most municipally pertinent components of the state budget include:

- The extent of the legislative raids on the municipal revenue sharing program for both years of the biennium and, potentially, beyond.
- The level of distribution for General Purpose Aid for Local Schools.
- Any changes that might be made to the Homestead property tax exemption:
- Whether the taxable property in the Business Equipment Tax Reimbursement program will be made tax exempt.
- Changes to the funding and administration of the General Assistance program.

There are several other bills of significant municipal interest that have yet to

be taken up or finally decided by both the House and the Senate. The remainder of this Legislative Bulletin – the last edition of the 2015 legislative session – attempts to bring municipal officials up to date with where those bills currently stand. Because these bills have been tabled by either the Senate or the House, it is impossible to predict when they will be taken off the table and given final consideration.

Therefore, municipal officials who are concerned about the outcome of any of the following bills are encouraged at their earliest opportunity to contact their legislators and express those concerns. It is possible that these bills will come off the table today or even into the weekend. When the Legislature is in session, your State Representatives can be reached at 287-1400 or 1-800-423-2900, and your State Senators can be reached at 287-1540 or 1-800-423-6900.

LD 94 – Cutting municipal excise tax revenue

LD 94, *An Act To Base the Excise Tax Imposed on the Purchase of a Motor Vehicle on the Price Paid*, sponsored by Rep. Heather Sirocki of Scarborough, would require the motor vehicle excise tax collected and retained by municipalities to be assessed on the purchase price of the vehicle rather than on the Manufacturer’s Suggested Retail Price (MSRP), otherwise known as the list price, as has been required since the motor vehicle excise tax was created in 1929. As originally drafted, the bill would have also required the state to reimburse municipalities for 100% of any lost excise tax revenue.

On Monday of this week, the members of the House voted against an amended

version of LD 94 by a margin of 80 to 65. The version of LD 94 defeated in the House would require that after Jan. 1, 2017 municipal excise tax collectors apply a 10% discount to the MSRP before assessing the tax. The existing excise tax rate structure, ranging from 24 mills for first-year models down to four mills for vehicles in their sixth and subsequent years, would be retained. Although the printed version of LD 94 provided state funding to cover the municipal revenue losses, municipal officials will not be surprised that the amendment that came out of the committee process did not. As a result, Maine Revenue Services estimates that municipalities statewide would lose \$21 million in excise tax revenue each year.

LD 94, with an “ought not to pass” recommendation from the House, is tabled in the Senate.

We have learned that some Senate proponents of LD 94 are seeking to somewhat mitigate the losses in municipal revenue by amending LD 94 to require municipal tax collectors to use the purchase price, rather than the MSRP, in the first year of registration only. The purchase price would include the price paid as well as trade-in value, as applicable. The excise tax assessed in the second and subsequent years would be assessed on the basis of the MSRP, as is currently required.

Maine Revenue Services estimates that this approach to LD 94 would reduce municipal excise tax revenues by \$4.3 million each year, potentially making the change more palatable to the members of the Legislature.

(continued on page 2)

Budget and Other Municipal Interest Bills (cont'd)

In addition to the revenue losses and administrative complexities, municipal officials oppose all versions of LD 94 because in one way or another each proposal would provide the catalyst for eroding the foundation of an 86 year old tax policy that requires the excise taxes, levied in lieu of a property tax, to be assessed on the basis of a common and uniform value throughout all municipal jurisdictions.

Please contact the members of the Senate and ask them to oppose LD 94.

LD 1191 - Relaxing the MUBEC mandate

LD 1191 is a bill that was sponsored on behalf of MMA's Legislative Policy Committee by Senator Mike Thibodeau of Waldo County.

LD 1191 allows the legislative body of municipalities between 4,000 and 10,000 in resident population to opt-out of an obligation to enforce MUBEC. The MUBEC code would still be the applicable building and energy code in all municipalities over 4,000 in population. The only difference is that the municipality's legislative body could choose whether to use **public resources** to enforce MUBEC or, instead, allow the code to be enforced at the **private sector** level, through the third-party inspector system. (Note: The printed version of LD 1191 would have provided the option to all 89 municipalities currently mandated to enforce MUBEC. As amended in the committee process, LD 1191 now provides the option to a subset of that group of 89

towns and cities...the 70 municipalities in Maine that have populations between 4,000 and 10,000.)

MMA's Legislative Policy Committee developed LD 1191 in response to the deep cuts to municipal revenue sharing that have been effected by the Legislature over the last six years. The cut to municipal revenue sharing this year alone is approximately \$85 million. If the Legislature does not choose to honor the system established in law to assist municipalities with the mandates placed on them, the mandates should be relaxed or made optional to the extent possible.

LD 1191 was given party-line endorsement in the Senate on Thursday this week, but will face significant challenges to passage in the House. **Municipal officials who would like to see more options and flexibilities provided with respect to unfunded state mandates should contact their members of the House today and urge their support of LD 1191.**

LD 1377 - Formal review of all municipal mandates

LD 1377, *Resolve, To Establish the Commission To Study the Reduction of Unfunded and Outdated Municipal Mandates*, also sponsored by Senator Thibodeau, would create a 10-member commission charged with reviewing unfunded and outdated mandates placed on local government by the Legislature or state agency rules. A similar mandate review effort began in the 126th Legislature and has since stalled, and this bill

was proposed in an attempt to revitalize that work.

The majority report on LD 1377 by the State and Local Government Committee, was "ought not to pass". There were two reasons given for opposing the mandate study. Some Committee members felt that the make-up of the commission was lopsided toward municipalities, therefore "arming one side of like-minded people to bring forth grievances." In MMA's view, the municipal officials charged with carrying out state mandates are the appropriate parties to examine the relevance and continued propriety of unfunded state mandates, but there was certainly no municipal objection to amending the make-up of the Commission.

The second reason given for opposing the bill is that MMA, as an organization representative of municipalities, could bring forth a list of mandates to be repealed or redesigned making it unnecessary to create a new study group to explore this issue. While it is true that MMA attempts to maintain an inventory of state mandates, the process of evaluating those mandates by municipal officials and other interested parties who work with those mandates "in the field" is invaluable.

On Thursday this week, LD 1377 was given unanimous endorsement in the Senate, but will likely still face challenges to passage in the House. **Please contact the members of the House and ask them to support LD 1377.**

LD 1036 - GA and appropriate use of available resources

As proposed, LD 1036, *An Act To Prioritize Use of Available Resources in General Assistance Programs*, sponsored by Sen. Eric Brakey of Androscoggin County, would require both initial and repeat General Assistance (GA) applicants who through their own actions (i.e., fraud, misrepresentation, violation of a program rule, etc.) cause the loss of an otherwise available resource (e.g., housing, supplemental food program, counseling, etc.), or applicants who without cause refuse to use an available resource, would be

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Legislative Bulletin

A weekly publication of the Maine Municipal Association throughout sessions of the Maine State Legislature.

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Editorial Staff: Geoffrey Herman, Kate Dufour, Garrett Corbin and Laura Ellis of the State & Federal Relations staff.

Budget and Other Municipal Interest Bills (cont'd)

come ineligible to receive GA to replace the forfeited or abandoned resource for a period 120 days. Under existing law, an applicant in this circumstance is ineligible to receive GA until that applicant seeks out the potentially available resource.

The change to GA policy found in LD 1036 has long been supported by municipal welfare directors as well as by MMA's 70-member Legislative Policy Committee. Municipal officials believe the approach in LD 1036 strengthens program credibility, participant accountability and provides municipal program administrators with the tools necessary to ensure that all program resources are effectively used.

Although it is expected that LD 1036 will be supported in the Senate and opposed in the House, largely along party lines, neither body has debated or voted on the bill. LD 1036 is currently tabled in the Senate.

Please contact the members of the House and Senate and ask them to support LD 1036.

LD 1035 - 275 day limitation on GA eligibility

LD 1035, *An Act To Create a 9-month Time Limit on General Assistance Benefits*, also sponsored by Sen. Brakey, proposes to place a 275-day limit on the General Assistance (GA) benefits granted in a five year period to an applicant who

is able to work and does not have any dependents.

MMA's 70-member Legislative Policy Committee voted to oppose LD 1035 because of significant uncertainty as to how this limit would be tracked at the local level. When coupling the transient nature of GA beneficiaries with the absence of a statewide GA clientele database, it is evident to local administrators that tracking GA assistance provided over a five year period would be nearly impossible for communities. Municipal officials are concerned that the bill provides yet another avenue for the state to reduce its financial obligations to the state/municipal program.

LD 1035 received bipartisan support in the Senate and is now tabled in the House.

Please contact the members of the House and ask them to oppose LD 1035.

LD 337 - The tax lien discharge process (no action needed)

Finally, there is an update to report on LD 337, *An Act To Remove Liens Once Satisfied*. LD 337 was amended by a majority of the Insurance and Financial Affairs Committee to require municipalities to discharge tax liens within 60 days of the tax lien being satisfied. The Committee's amended version of the

bill further required that written notice of the discharge be mailed to all persons or entities that were provided original notice of the lien filing.

Although municipal officials did not object to the 60-day discharge requirement, concerns were raised with the costs to the property taxpayers for mailing out notice of a discharged lien not only to the property owner, but also to all other interested parties, including financial institutions, that had been previously notified that a lien had been filed.

The version of the bill enacted by both the House and Senate on Wednesday this week addresses the municipal concerns. As amended, the bill simply requires municipalities to discharge a lien within 60 days of the tax lien being satisfied. The bill further provides that a holder of a lien who fails to discharge the lien within 60 days of full payment is liable to actual damages suffered by the debtor or owner of the property as a result of the failure to discharge the lien, but that liability is not placed on the state, a municipality or other governmental entity.

LD 337, as amended by the Legislature, will soon be on the Governor's desk for his consideration. When speaking to members of the House and Senate on other issues of municipal importance, please thank them for addressing the municipal concerns raised with the earlier versions of LD 337.

Orono - Veazie Water District Board of Trustees
Regular Monthly Meeting - Wednesday May 20th @ 7 pm
Veazie Council Chambers
MINUTES APPROVED JUNE 10, 2015

Opened at 7:03pm

1. Consideration of the agenda
2. Approval of meeting minutes
 - April 9 previously addressed
 - Addition of list of questions from the public from previous meetings
No list at this time
 - April 21, 28 and May 5
 - Trustee Smith motioned to approve
 - Trustee Dastoor seconded
 - All in favor
3. Review of financials
 - Trustee Smith – Crude Forecast 2015 Operating Account
 - Estimate for Salary, Benefits, Public and Private Fire Protection
 - See Attached Appendix A for details (Trustee Smith table/chart)
 - Trustee Borneman performed a Crude Forecast and determined similar numbers
 - Income and Expense Statement
 - Transaction List
 - Vendor Balance Detail – not included

New Business

4. Water Research Study
 - Dr. Amanda Olsen, Orono
 - See the presentation from Dr. Olsen (Attached Appendix B)
 - Approximately 20 water samples tested in homes for TTHMs.
 - Will be doing further testing funded by small grant
 - Showed potential impact of flushing on test results
5. Trustee Training – Trustee Perkins – MRW 1
 - a. 10 topics – MRW offered in the past and most requested
Trustees to review and rank preference for training and note other topics of interest which may not be on the list from MRWA
Topics to be selected and training scheduled at future meeting

Old Business

6. Hydraulic plan proposal bids
 - a. Funded with \$15k development grant from Maine Drinking Water Program

- b. Received proposals from Sewall, Wright-Pierce and Hodsdon
- c. \$28,916-\$39,800
- d. Sewall performing GIS component and local
 - i. Wright-Piece – not significantly different than other two proposals
- e. Trustee Borneman – Wright-Pierce – Correct personnel
- f. Trustee Dastoor- Wright-Pierce – Correct personnel, address items of concern
- g. Trustee Perkins – Wright-Pierce – Correct personnel, background and history working with Orono-Veazie Water District
- h. Trustee Bolton – Wright-Pierce
- i. Trustee Smith - Wright-Pierce
 - i. Second choice – Hodsdon
 - ii. Third choice - Sewall
- j. Wright- Pierce – Amendments
 - i. Price not to exceed
 - ii. Include in scope of work – influence of river on water quality

Trustee Smith – motioned to award the contract of Hydraulic Model and Capital Improvement Plan to Wright-Pierce

Amendments – Price not to exceed

Trustee Dastoor seconded

All in favor

7. Letter of response to town councils: draft for review and comment

- a. Trustee Borneman will send comments to Michelle

8. Superintendent's Report

a. Construction Projects

- i. The Avenue – no district money, developer paying costs
 - 1. Fire Hydrants must be in place before construction
 - 2. The Avenue will pay for these hydrants
- ii. Island Avenue
 - 1. No water work yet
 - 2. A few tie-ins will start week of 5.25.15
 - 3. Town and OVWD will split inspection costs of the project
 - 4. \$182,000 in escrow to pay for project turned over to town
- iii. Hydrant replacement Bennoch and Noyes – Later this week
 - 1. \$1,500 just for hydrant
- iv. DOT work mill and pave College Ave
 - 1. Two pipe breaks (200-300 feet) of poor piping
 - a. Approx. \$15,000
- v. Katahdin Building – old water main – remove service to prevent future problems
- vi. DOT – 106 value boxes to depress and reset – galvanized services to replace

1. Approx. - \$40,000
- vii. Pine Street Railroad crossing
 1. On hold for now but will be finished by the end of the season
 2. Approx. - \$65,000
- viii. Veazie Thompson Road – unknown at this time
- ix. Annual Well Cleaning and Development costs
 1. Performed in early summer
 2. Well 1 and 3
 3. Inspection of well 2
 4. Well 1 – damage – well screen is buckled
 - a. Installation of insertion screen
 5. Layne Christenson (SP?)– Performed cleaning and development
 6. Weston and Sampson- formed new company, now doing well cleaning and development with employee from L-C
 - a. Mid-June-July
 7. \$36,515
- x. TTHM – Samples went off to testing
- xi. Pump Station – interconnection with Old Town
Moving ahead – Preference to finish before well cleaning so we have a back-up source if issues with our wells arise
- xii. Purchase a lawn mower
 1. Boyd was sub-contracted in past
Mow four locations, all should be mowed – some weekly
Not likely to have a contractor mow for less than cost of purchasing mower and having employees do the mowing
District has capacity to care for mower and store securely under cover
 2. Quotes –
 - a. Freedom - \$4616
 - b. Greenway - \$6419
 - c. Doores - \$7299

Trustee Smith motioned to purchase
Trustee Dastoor Seconded
All in favor

Grant extension (Maine Drinking Water Program) approved to fund development of hydraulic model and capital improvement plan

9. Public Comment

Stakeholder Katie Quirk inquired if the board would be scheduling a public event where stakeholders could meet candidates for superintendent?

Trustee Perkins replied that the event would be scheduled following the Exec Session

10. Executive Session

Trustee Smith motioned **MRSA § 405 – 6A, Consideration of Employment**

Trustee Dastoor seconded
All in favor

Trustee Smith move to leave executive session
Trustee Dastoor seconded
All in favor

Trustee Smith motioned to authorize the president to execute an employment agreement with Mr. Boyd E. Smith for the position of Superintendent with start date of 1 June 2015.

Trustee Borneman seconded
All in Favor

11. Superintendent Search Public Event

- a. Thursday May 28 at 7pm – room to be determined

12. Trustee comments or requests for information

13. Schedule subsequent meetings (Tuesday June 9th – Veazie Town Meeting)

June 10, 7pm

July 6, 7pm

Aug 11, 7pm

Motion to Adjourn Trustee Bolton
Seconded by Trustee Smith
All in favor

2014 Annual Drinking Water Quality Report

Orono-Veazie Water District

Orono, Maine
PWSID ME0091210

We're pleased to present to you our Annual Drinking Water Quality Report, also known as the Consumer Confidence Report. This report, a requirement of the 1996 amendments to the Safe Drinking Water Act, is designed to inform you about the quality water and services we deliver to you every day. Our constant goal is to provide you with a safe and dependable supply of drinking water. We want you to understand the efforts we make to continually improve the water treatment process and protect our water resources. We are committed to ensuring the quality of your water.

If you have any questions about this report or concerning your water system, please contact the office at telephone number 207-866-4449, fax 207-866-3570, or mailing address 47 Penobscot Street, Orono, ME 04473. We want our valued customers to be informed about their water system. If you want to learn more, please attend any of our regularly scheduled meetings. Please check our website for their specific time and location, at www.ovwd.org. The District is in the process of hiring a new Superintendent, who should be on board shortly.

WATER SOURCE

Our water is drawn from four drilled wells located in a well field to the north of 116 Bennoch Road. The water from all four is filtered and then treated with chlorine to protect against bacteriological contaminants, fluoride to promote dental health, and sodium hydroxide to reduce lead solubility from your home's plumbing. We maintain 2,285 service connections that serve a population of 8,125.

SOURCE WATER ASSESSMENT

The Maine Drinking Water Program (DWP) has evaluated all public water supplies as part of the Source Water Assessment Program (SWAP). The assessments included geology, hydrology, land uses, water testing information, and the extent of land ownership or protection by local ordinance to see how likely our drinking water source is to being contaminated by human activities in the future. Assessment results are available at public water suppliers, town offices, and the DWP. For more information about the SWAP, please contact the DWP at telephone 207-287-2070.

WATER QUALITY

The Orono-Veazie Water District routinely monitors for contaminants in your drinking water according to Federal and State laws. The following table shows any detection resulting from our monitoring for the period of January 1st to December 31st, 2014.

In 2014, as a result of efforts to protect the water supply, our system was granted a 'Synthetic Organics Waiver.' This is a three-year exemption from the monitoring/reporting requirements for the following industrial chemical(s): herbicides, carbamate pesticides, toxaphene/chlordane/PCB and semivolatile organics. This waiver was granted due to the absence of these potential sources of contamination within a half-mile radius of the water source. The state of Maine Drinking Water Program grants a waiver only upon a finding that "it will not result in an unreasonable risk to health."

The sources of drinking water include rivers, lakes, ponds and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and radioactive material and can pick up substances resulting from human or animal activity. All sources of drinking water are subject to potential contamination by substances that are naturally occurring or man made. Contaminants that may be present in source water include:

Microbial contaminants, such as viruses and bacteria, may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.

Inorganic contaminants, such as salts and metals, can be naturally occurring or result from urban storm water runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.

Pesticides and herbicides may come from a variety of sources such as agriculture, urban storm water runoff, and residential uses.

Organic chemical contaminants, including synthetic and volatile organic chemicals, are by-products of industrial processes and petroleum production, and can also come from gas stations, urban storm water runoff, and septic systems.

Radioactive contaminants can be naturally-occurring or be the result of oil and gas production and mining activities.

In order to ensure that tap water is safe to drink, U.S. Environmental Protection Agency (EPA) prescribes regulations which limit the amount of certain contaminants in water provided by public water systems. U.S. Food and Drug Administration (FDA) regulations establish limits for contaminants in bottled water which must provide the same protection for public health.

The table below lists all of the drinking water contaminants that were detected through our water quality monitoring and testing. The presence of contaminants in the water does not necessarily indicate that the water poses a health risk.

TEST RESULTS						
Unless otherwise noted, testing was done in 2014.						
Contaminant	Violation Y/N	Level Detected	Unit Measurement	MCLG	MCL	Likely Source of Contamination
Microbiological Contaminants						
Total Coliform Bacteria	N	0 positive	Highest monthly # of positive samples	0	1 positive	Naturally present in the environment
Radioactive Contaminants						
Radium-228 (4/3/12)	N	0.227	pCi/L	0	15	Naturally occurring radioactivity in bedrock.
Inorganic Contaminants						
Arsenic (3/28/12)	N	0.77	ppb	0	10	Erosion of natural deposits; runoff from orchards; runoff from glass and electronics production wastes
Chromium (3/28/12)	N	0.89	ppb	100	100	Discharge from steel and pulp mills; erosion of natural deposits
Copper* (1/1/11-12/31/13)	N	0.12	ppm	1.3	AL=1.3	Corrosion of household plumbing systems
Fluoride (11/13/14)	N	0.6	ppm	4	4	Water additive which promotes strong teeth.
Lead* (1/1/11-12/31/13)	N	3.9	ppb	0	AL=15	Corrosion of household plumbing systems
Nitrate (12/4/14)	N	0.14	ppm	10	10	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits
* = Reported results are the 90 th percentile value (the value that 90% of all samples are less than).						
Disinfection By-Products						
HAA5 [Total Haloacetic Acids] 1212 State St	N	RAA=39.3 (<5-68)	ppb	0	60	By-product of drinking water chlorination
TTHM [Total Trihalomethanes] 1212 State St	N	RAA=59.4 (43.1-59.4)	ppb	0	80	By-product of drinking water chlorination
HAA5 [Total Haloacetic Acids] UM Student Union	N	RAA=49.3 (<5-61)	ppb	0	60	By-product of drinking water chlorination
TTHM [Total Trihalomethanes] UM Student Union	N	RAA=47.3 (32.5-55.9)	ppb	0	80	By-product of drinking water chlorination

Note: The state allows us to monitor for some contaminants less than once per year because the concentrations of these contaminants do not change frequently. Not all contaminants are tested for every year due to monitoring waivers and therefore we must use the most recent round of sampling. Some of our data is more than one year old, however, is limited to no older than 5 years.

Definitions:

Action Level (AL) - The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.

Maximum Contaminant Level (MCL) - is the highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.

Maximum Contaminant Level Goal (MCLG) - is the level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.

Maximum Residual Disinfection Level (MRDL) - The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

Maximum Residual Disinfection Level Goal (MRDLG) - The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

MFL - million fibers per liter

Not Applicable (N/A) - Does not apply

POS - Positive Sample

Running Annual Average (RAA) - The average of all monthly or quarterly samples for the last year at all sample locations.

Treatment Technique (TT) - A required process intended to reduce the level of a contaminant in drinking water (e.g. treatment technique for turbidity).

Variances, Exemptions, and Waivers - State or EPA permission not to meet an MCL, a treatment technique or test for a given contaminant under certain conditions.

Units:

Nephelometric Turbidity Unit (NTU) - nephelometric turbidity unit is a measure of the clarity of water. Turbidity in excess of 5 NTU is just noticeable to the average person.

Parts per billion (ppb) or micrograms per liter (µg/L) - One part per billion corresponds to one minute in 2,000 years, or a single penny in \$10,000,000.

Parts per million (ppm) or milligrams per liter (mg/L) - One part per million corresponds to one minute in two years or a single penny in \$10,000.

Picocuries per liter (pCi/L) - A measure of the radioactivity in water.

Notes:

Arsenic: The U.S. EPA adopted the new MCL standard in October 2001. Water systems must meet this new standard by January 2006.

Fluoridation: There is a target fluoride level of 0.7 mg/l and a control range of 0.5-1.2 mg/l for those systems that fluoridate water.

Gross Alpha: Action level over 5 pCi/L requires testing for Radium. Action level over 15 pCi/L requires testing for Radon and Uranium.

Lead/Copper: Action levels are measured at consumer's tap. 90% of the tests must be equal to or below the action level; therefore, the listed results above have been calculated and are listed as the 90th percentile.

Nitrate: Nitrate in drinking water at levels above 10 ppm is a health risk for infants of less than six months of age. High nitrate levels in drinking water can cause blue baby syndrome. Nitrate levels may rise quickly for short periods of time because of rainfall or agricultural activity. If you are caring for an infant you should ask advice from your health care provider.

Radon: The State of Maine adopted a Maximum Exposure Guideline (MEG) for Radon in drinking water at 4000 pCi/L, effective 1/1/07. If Radon exceeds the MEG in water, treatment is recommended. It is also advisable to test indoor air for Radon. The U.S.EPA is proposing setting federal standards for Radon in public drinking water.

Total Coliform Bacteria: Reported as the highest monthly number of positive samples, for water systems that take < 40 samples per month.

TTHM/HAA5: Total Trihalomethanes (TTHM) and Haloacetic Acids (HAA5) are formed as a by-product of drinking water chlorination. This chemical reaction occurs when chlorine combines with naturally occurring organic matter in water.

Uranium: The U.S. EPA adopted the new MCL standard of 30 ug/L(ppb), in December 2000. Water systems must meet this new standard after December 2003.

IMPORTANT INFORMATION

We are required to report our Running Annual Average (RAA) for chlorine residual, since our system chlorinates its water. **Chlorine Residual** was found to be **0.433 ppm**, with a range of 0.01 ppm to 1.13 ppm.

2014 Violations

Violation Period

4/1/2014 - 6/30/2014

Violation Type

Type 27 Violation – Routine DBP monitoring sample schedule

We are required to monitor our drinking water for specific contaminants on a regular basis. Results of regular monitoring indicate whether or not our drinking water meets health standards. In 2014, second quarter samples were collected two weeks beyond the required sampling period due to conflicting paperwork notification. Samples were to be collected on May 27, 2014 rather than the actual sample date of June 11, 2014.

All drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline at 1-800-426-4791.

For most people, the health benefits of drinking plenty of water outweigh any possible health risk from these contaminants. However, some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/Center of Disease Control (CDC) guidelines on appropriate means to lessen the risk of infection by cryptosporidium and other microbiological contaminants are available from the Safe Drinking Water Hotline (800-426-4791).

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. We are responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for thirty (30) seconds to two (2) minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at <http://www.epa.gov/safewater/lead>.

We, at Orono-Veazie Water District, work hard to provide top quality water to every tap. We ask that all our customers help us protect and preserve our drinking water resources, which are the heart of our community, our way of life, and our children's future. Please contact us with any questions. Thank you for working together for safe drinking water.

Reimbursement Request for Veazie's 2013 Project Canopy Grant

\$480 = 10 volunteers in field (24 hours total@\$20/hour)

\$9500 = \$2700 + \$6800 = Contractor services paid by Town of Veazie.

\$143.96 = Replacement spruce purchased by Town of Veazie

\$450.00 = 3 final American chestnuts donated from American Chestnut Foundation (+ Irving donated seedlings)

\$10,573.96 comitted by Town of Veazie toward grant total.

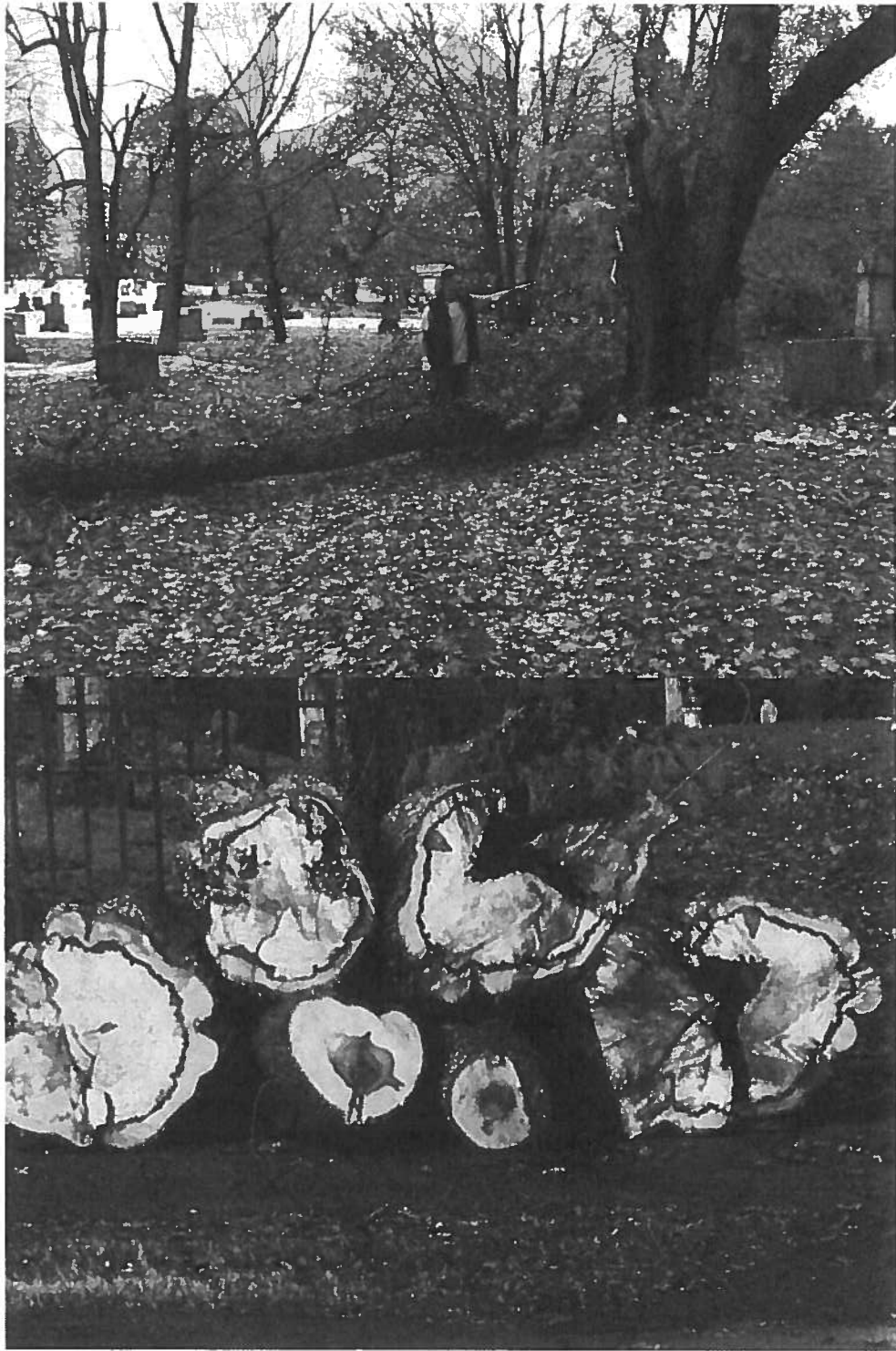
\$4000 grant request submission.

Thank you very much to the Maine Forest Service for this Project Canopy opportunity. The hazard tree assessment and inventory identified a total of 441 trees townwide that pose potential risk to the general public. Of the 441, 91 trees are identified as high risk and the Town is actively working with stakeholders to eliminate the risk. Veazie's Fairview Cemetery was the initial primary focus of the project, with contracted removal of 7 high risk trees. The town also replaced trees in combination with an Arbor Day Celebration, in which seedlings were given to volunteers and 3 final-stage American Chestnuts trees, valued at \$450, were donated to the Town of Veazie as a "thank you" from the American Chestnut Foundation for working with them on a breeding plantation. Outreach included Veazie Town Newsletter, as well as Orono Land Trust and Bangor Daily News.

See Veazie Town Forests in Aislinn Sarnacki's Bangor Daily News posts:

<http://actoutwithaislinn.bangordailynews.com/2014/11/18/one-minute-hikes/1-minute-hike-mcphetres-farm-forest-in-veazie/>

<http://actoutwithaislinn.bangordailynews.com/2013/12/03/one-minute-hikes/1-minute-hike-buck-hill-conservation-area-in-veazie/>









den
stry
ces

FORESTRY SERVICES INVOICE

OK (m)
Post #20824
3/2/15

Owner: **Town of Veazie**
Date: 02/27/15
Code: Veazie022715
Contact: David Wardrop

Services Provided:

December, 2014, Veazie Hazard Tree Inventory/Project Canopy Project

Billed Hours Activity

Activity Code

5 Hazard tree assessment	Haz
5 Hazard tree assessment	Haz
5 Hazard tree assessment	Haz
5 Hazard tree assessment	Haz
4 Hazard tree assessment	Haz
4 repairing damaged bridge decking/hazard assessment & removal	McP
3 ice storm/hazard tree assessment	Haz
3 Hazard tree assessment	Haz
2 cleaned cemetery roads from blowdowns and last of bridge spikes	McP
4 hazard tree removal/blowdown clearing from McPhetres & Manter trails	McP
1 Hazard tree assessment, cemetery	Haz
5 hazard tree removal/blowdown clearing from BHCA trails	BHCA
8 hazard tree inventory report	Haz

54

\$50.00

\$2,700.00

Total: **\$2700.00**

Payment to

Services, Inc.

73

Hudson, Maine 04449

Estimates • Licensed & Insured

327-1479 • Cell 991-8395
Dan Bean

U104

NAME

DATE

ADDRESS

Town of Veazie
1084 Main St
Veazie ME

11/26/2011

CASH

C.C.

CHECK #

PAID IN FULL

#

DESCRIPTION

AMOUNT

Take down and removal of 7
marked Hazard Trees @ Town of
Veazie. Chipping of bark & debris
with cleanup of debris piles
and low hanging limbs through
cleanup.

Total for work
Completion

6,800

OK (initials)
\$2,754
12/4/11

Thank you

TOTAL 6,800

AUTHORIZED SIGNATURE

Thank You

SPRAGUE'S NURSERY & GARDEN
 BANGOR, ME 04401
 1664 UNION STREET

Invoice

Date	Invoice #
5/22/2015	112156 B

Bill To
TOWN OF YEAZIE, PUBLIC WORKS ATTN: DENNIS FARNHAM 1084 MAIN ST YEAZIE, ME 04401

P.O. No.		Terms	Project
		Net 30	
Description	Qty	Rate	Amount
SPRUCE	4	39.99	159.96
CUSTOMER DISCOUNT OR ADJUSTMENT		-16.00	-16.00
Subtotal			\$143.96
Sales Tax (0.0%)			\$0.00
Total			\$143.96
Payments/Credits			\$0.00
Balance Due			\$143.96

Hazard Trees & an Arbor Day Celebration

By David Wardrop, Veazie Town Forester

The Town of Veazie was awarded a \$4,000 Maine Forest Service Project Canopy grant in 2013. There were 3 major goals: a town-wide hazard tree inventory, assistance to help with removal of some of the highest risk trees, and replacement tree plantings. The inventory was conducted through all seasons of 2014 to maximize visibility of stem defects during leaf off conditions as well as to diagnose overall symptoms of poor health during leaf-out conditions. The inventory identified 91 high-risk trees, 97 medium risk trees, and 253 low risk trees, for a total of 441 trees throughout town that pose potential risk to the general public. A few examples of the risks are large dead branches (aka widow makers) over busy streets, structurally unsound or dying trees near public ways or on public property, and private trees that could knock utility lines into public ways, creating risk to both people and property. Veazie has, and will continue to work with landowners and other stakeholders, including DOT and utility companies, to address these potential hazards, focusing on the highest risk trees. This will lower the frequency of power outages, as well as lessen exposure to the general public (noting that mother nature is dynamic and can throw curveballs at any time, so risk is present in any tree).

The Town's Fairview Cemetery was the primary focus of 2014 hazard tree removals, including a tree that came down days after being flagged for removal and another large tree growing along State Street with extremely poor structural integrity (see photos).



Please join us for a tree planting and Arbor Day Celebration in Veazie's Fairview Cemetery on May 23 at 9am. We will plant new trees, discuss tree species that make sense for various site conditions, and show the newly built walking bridges in the Town's McPhetres Forest. Please dress appropriately and bring your families, friends and questions you may have about your trees or planting ideas. Veazie recently became a Tree City USA, showing our commitment to forest management in both the Town Forests and urban forest, and this status will aid in acquiring future grants for similar projects.

VEAZIE FIRE DEPARTMENT



BURN PERMITS

You can obtain a burn permit by coming into the Fire Department at no cost or you can apply online at <https://www.13.informe.org/burnpermit/public/index.html> for a fee of \$7.00 which \$2.00 of that goes back to the Veazie FD.

GRILLING SAFETY

Every year dozens of people are injured and hundreds of fires are reported because of grilling accidents. With the growing popularity of outdoor cooking, the problem promises to get worse before it gets better. The leading cause of injuries and fire from gas grills is leaking fuel lines. Improperly connected hoses, cracked or broken hoses, misaligned venturi tubes can release unlit propane that can quickly build up and cause an explosion. Modern gas grills are vented to prevent gases from building up inside cabinets so a slow leak doesn't pose much of a danger but turning off the gas at the source (in this case the propane tank) is always the safest strategy. When it comes to out-of-control gas grill fires, identify the source to the fire. If the fire is in the grill itself then carefully turn off the control knobs and let the fire die down. If the fire is under the grill and you can get to the fuel tank, turn off the tank. This should kill the fire almost immediately. If it does not, or if you cannot get to the tank valve, get away from the grill and call the Fire Department.

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June 15, 2015 Legislative Update from
State Representative Peter A. Lyford

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State Representative **PETER A. LYFORD**

197 Jarvis Gore Drive
Eddington, ME 04428
(207) 848-3335

Proudly Serving the Citizens of District 129
*Clifton, Eddington, Holden, Veazie, and
a portion of Brewer*

House Republicans Lay Out Priorities for State Biennial Budget

With the end of the First Regular Session fast approaching, Maine lawmakers are hard at work in effort to craft a new biennial budget. Accordingly, House Republicans have laid out their core commonsense priorities for inclusion in the financial blue print. Among them are:

- welfare reform;
- income tax relief for ALL Maine people;
- increased appropriation for Maine's nursing homes that have been underfunded for years; and
- better access to care for the severely mentally, physically, and developmentally disabled who have been ensnared on waitlists.

For a more in-depth understanding of these policies of precedence, please click [here](#).

Work Zone Safety Tips

With the 2015 transportation construction season now underway, it



Useful Links for Government News & Information

Brewer City Office

80 North Street
Brewer, ME 04412
(207) 989-7500

[E-mail](#)

[Web Site](#)

Clifton Town Office

135 Airline Rd.
Clifton, ME 04428
(207) 843-0709

is important to keep the following tips in mind when approaching a work zone.

- When you see **ORANGE** warning signs along the highway, think safety and be alert. Orange signs, cones, and barrels indicate work zone areas.
- Watch for flaggers at work zones and follow their instructions.
- Do not change lanes or pass in work zones.
- Drive at the posted speed, which often has been decreased through the work zone. The penalty for speeding violations in a work zone is often twice the amount that would normally be assessed.
- Obey signs, channeling devices, and pavement markings as soon as you can. They are intended to guide you through the work zone quickly and efficiently.
- Watch for construction vehicles moving in and out of work zones.

Visit the Maine Department of Transportation [Work Zone Safety](#) Web page for more safety tips.

Employment Assistance at CareerCenters throughout the State

CareerCenters, located throughout the State, offer services in both individual and group settings. Some CareerCenters may require you to attend an orientation session to find out what kinds of services you are eligible for or to determine your individual needs.

From a CareerCenter computer or your own home computer, you can register with [Maine's Job Bank](#), create a profile, and get matched with current and future job opportunities. You are also always free to attend a workshop, browse through the information center, use a computer for job search purposes, or find much of the information you need online.

CareerCenters offer workshops and classes on a variety of topics, including networking, job search techniques, résumé writing, and more.

[E-mail](#)
[Web Site](#)

**Eddington
Town Office**
906 Main Rd.
Eddington, ME 04428
(207) 843-5233
[Web Site](#)

**Holden
Town Office**
570 Main Rd.
Holden, ME 04429
(207) 843-5151
[Web Site](#)

**Veazie
Town Office**
1084 Main St.
Veazie, ME 04401-7091
(207) 947-2781
[E-mail](#)
[Web Site](#)

[Legislature's
Web Site](#)

[Governor LePage's
Web Site](#)

[Secretary of State's
Web Site](#)

[Attorney General's
Web Site](#)

[Treasurer's
Web Site](#)

[Report DHHS Fraud](#)

You can find information on job openings, job fairs, and much more on the [Web](#)

[Maine Sex Offender Registry](#)

E-mail Notifications and Subscriptions

[Maine.gov](#) now offers a more convenient way to sign up for free e-mail and SMS text notifications. [Subscriptions.Maine.gov](#) allows you to sign up for e-mail and wireless updates about topics relevant to your interests.



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Bulk: Message

Fri, Jun 12, 2015 10:43 AM

From: Karen Butler <kbutler@memun.org>
To: "Key-Municipal-Officials@imail.memun.org" <Key-Municipal-Officials@imail.memun.org>
Cc: Karen Butler <kbutler@memun.org>
Bcc: **Mark Leonard**
Subject: Invitation to MMA Executive Director Retirement Reception
Attachments: Attach0.html / Uploaded File 4K



On Behalf of the Maine Municipal Association Executive Committee
you are cordially invited to attend an Open House to honor
the retirement of MMA Executive Director
Christopher G. Lockwood

Open House Program

- Thursday, July 30, 2015
- 2:00 p.m. to 4:00 p.m.
- Maine Municipal Association, 60 Community Drive, Augusta, ME 04330
- 2:00 p.m. – 2:30 p.m. Social Time
- 2:30 p.m. – 3:00 p.m. Welcome & Recognition
- 3:00 p.m. – 3:15 p.m. Remarks by Chris Lockwood
- 3:15 p.m. – 4:00 p.m. Social Time

*** Light Hors D'oeuvres and Assorted Beverages ***

Please R.S.V.P. by Friday, July 24, 2015

Karen Butler, Administrative Assistant to Executive Office – (207) 623-8428 ext. 2307 or 1-800-452-8786

E-mail: kbutler@memun.org

Maine Department of Transportation
Highway Program

June 16th, 2015

Re: *MDOT projects # 20374.00 Rte. 2, 20375.00 College Ave.,
20390.00 Kelley Rd., 20391.00 Bennoch Rd.
Orono, Old Town, and Veazie, Maine*

Weekly Progress Meeting

Dear Sir/Madam,

This is my understanding of items discussed at our weekly progress meeting held on Tuesday, *June 16th, 2015* at Orono field office in Orono.

The following were present:

See Attendance Sheet

1. Progress since last meeting:

- Lane placed curb on College Ave.
- Gardner Construction started reclaim of shoulders on College Ave.
- Backing up curb

2. Expected activities before next meeting:

- Remove sidewalk on Bennoch Rd.
- Finish removing Curb on College Ave.
- Pave 12.5mm Base
- Place Bituminous curb on College Ave.
- Start crack repair on College Ave.

3. Contractor's Schedule of Work:

- Received an updated schedule on 6/15/15

4. Payment Progress:

- Estimate # 1 was to be processed Friday June 19, 2015.
- Estimates will be processed every week when HMA is placed.

5. Field Observations:

- Laid out curb with Lane Super. On College Ave.
- 3 Drain manholes need to be raised on College Ave. 15+79 Rt., 19+55 Rt., and 20+54 Rt.
- 12" Underdrain Type C added near Spencer Street on Rte. 2
- Repair pothole on bridge on Rte.2, MaineDOT maint. will provide membrane. Lane requested that MaineDOT seal the membrane to the deck.
- Town of Veazie requested that the sidewalk be looked at near the Stucco Motel in Veazie.

6. Anticipated Traffic Delays or Related Issues:

- Notified Orono post office on 6/15/15 about removing sidewalk in front of post office and that parking would be temporary suspend for patrons along the road and that they can park in the Town parking lot across the road.

7. Working Drawings Submittals:

8. Updates to Pre-construction submittals:

9. Change Orders, RFI's, Correspondence:

Change Orders:

- o Contract Mod. #1 has been written and signed to add 424.37 Crack repair to College Ave.

RFI's:

Correspondence:

10. Project Control Log:

None

11. Issues, Disputes, Claims, Concerns and Resolutions:

Claims:

- o No claims at this time

Issues:

Concerns:

- o Lane has concern about extending time for contract due to water dept. delay on College Ave. Project manager has requested that Lane show how this delay affects the critical path of work.

12. Project Safety:

- o Traffic has been running smoothly during construction

13. Utility Issues:

- o Water Dept. is doing a water main repair on College Ave. scheduled for the week of 6/22/15. Water Dept. plans on this work taking more than a week. District making a repair on Rte. 2 and should be completed today (6/16/15) Another repair is schedule on Rte. 2 for this Thursday (6/18/15) in Veazie near Silver's junk yard.
- o Bangor Gas has 2 valve on College Ave. that they will make sure are loose and ready to raise for paving. 1 is by Alford Arena and the other is near the Old Town Sewer pump station. They will also review the project to make sure there are no others to raise.
- o Old Town Sewer Dept. is going to look at SMH to raise on College Ave. w/ Sam's Trucking and Excavation to see the scope of work. Dept. is fine w/ these being raised w/ bricks.

14. Environmental Issues:

15. Project Deliveries & Stockpiled materials on Site:

I have attempted to **summarize** the meeting as accurately as possible. If you feel that any of the items discussed are misrepresented in any way, please contact me within ten working days. In the absence of any corrections or clarifications it will be understood that these minutes accurately summarize our discussions. If you have any further questions or concerns please don't hesitate to call.

Submitted by

Joe Graham
Project's Resident Inspector

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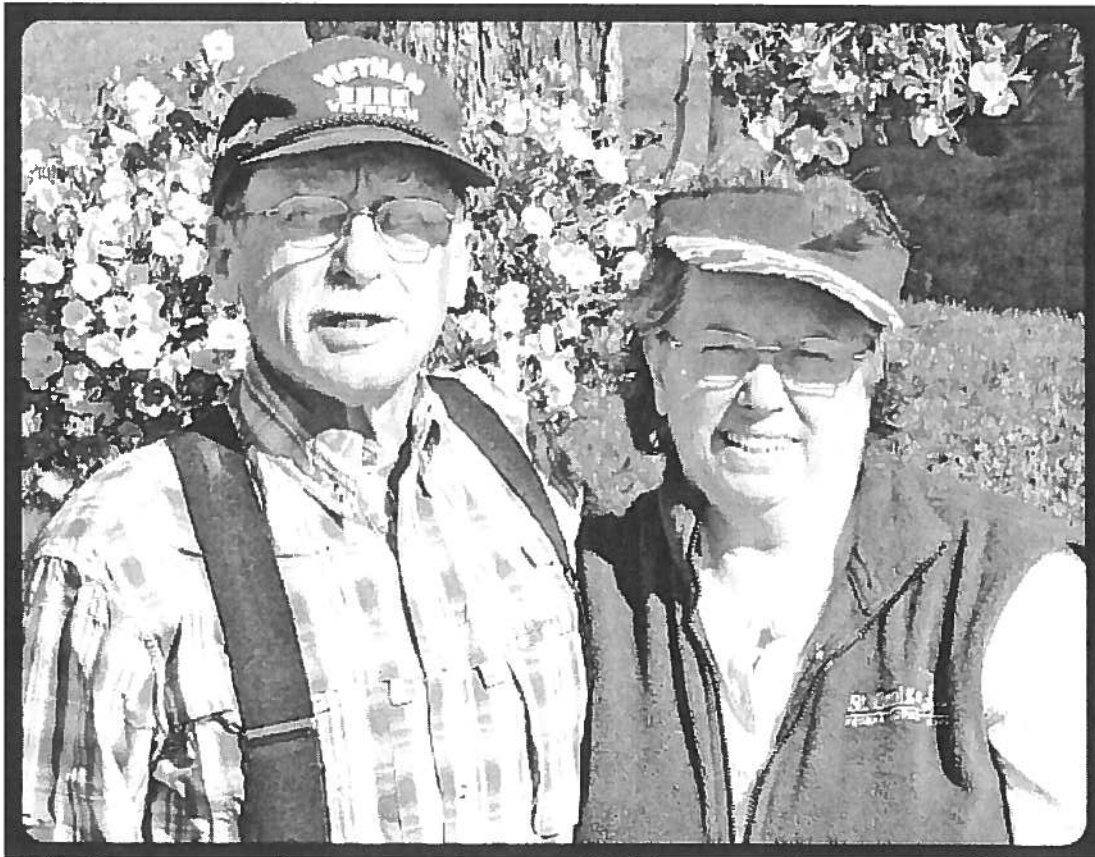
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Maine Tree Farm Email Newsletter, Spring 2015

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2015 Outstanding Tree Farmer of the Year - Wayne and Peggy Coleman.

MAINE TREE FARM NEWSLETTER

Welcome to the
2015 Spring Issue
of the
Maine Tree Farm
E-newsletter

*Brought to you by the Maine
Tree Farm Committee.*

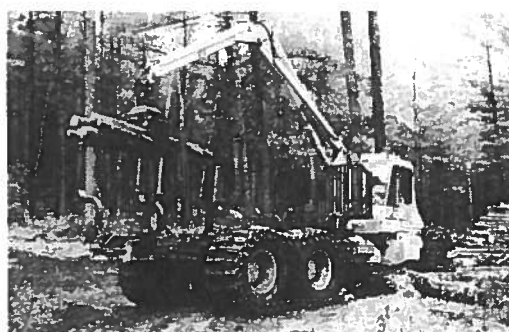


Save the Date! 2015 Annual SWOAM/Tree Farm Field Day September 12, 2015 ~~ Baileyville, ME

The 2015 Annual SWOAM/Tree Farm Field Day will take place on Saturday, September 12, 2015 at Wayne Coleman's Tree Farm in Baileyville, Maine. Wayne is the 2015 Maine Outstanding Tree Farmer. Wayne has been a tireless forest manager and proud Tree Farmer for years. Come on Downeast to see how his good silviculture will reap benefits for his family for generations to come. The Field Day will include woods tours, demonstrations of apple tree and Christmas tree management, right-sized logging equipment, and examples of natural forest regeneration and mature oak management techniques. There will be presentations about restoring chestnut trees to the Maine woods, controlling invasive plants and insects, tree pruning, best management practices, and much more. Lunch will be available.

Look for a more detailed agenda in the next Maine Tree Farm E-Newsletter.

For more information, contact Gretchen Heldmann, the Maine Tree Farm Coordinator, at info@mainetreefarm.org or 207.613.MTFP (6837)



Other Upcoming Events

06.23.2015 - Introduction to Forest Management 6:30-8:30pm - Whitneyville, ME
<http://www.maine.gov/dacf/mfs/events.html>

06.25.2015 - Estate Planning and Contracts 6:30-8:30pm - Farmington, ME
<http://www.swoam.org/Events/Calendar.aspx>

07.03.2015 - Wild Edibles Walk 9-10:30am - Portland, ME
<http://maineaudubon.org/events/page/3/>

07.09.2015 - Yankee Woodlot Tour 10am-12pm - Wells Reserve

<http://www.forestworksme.org/>

07.23-26.2015 - Timberframe Workshop, Hidden Valley Nature Center, Jefferson, ME

<http://hvinc.org/events-and-workshops/>

07.26.2015 - Woods Walk 9am - Springvale, ME

<http://www.forestworksme.org/>

09.25-27.2015 - Common Ground Country Fair - Unity, ME

<http://www.mofga.org/theFair>

~ Volunteers needed for the Tree Farm booth at the Common Ground Country Fair, please contact us!!

10.04-11.2015 - Fryeburg Fair - Fryeburg, ME

<http://www.fryeburgfair.org/>

~ Volunteers needed for the Tree Farm booth at the Fryeburg Fair, please contact us!!

10.18.2015 - Great Maine Apple Day - Unity, ME

<http://www.mofga.org/Default.aspx?tabid=294>

The Results Are In!

Maine Tree Farm Program Will Remain Third-Party Certified

The results are in! Thanks to all of you who responded to the survey question "should the Maine Tree Farm Program remain a 3rd party certified program?" The responses were 3 to 1 in favor of remaining certified. Based on this, the Maine Tree Farm Committee has voted to remain certified. We all understand that, if the program changes in any significantly negative ways in the future, we can opt out at that time. Thanks again to all who replied and also those who followed up with phone calls to their Tree Farm Inspector or other Committee members.

Many of the survey responses expressed concern about possible additional costs of certification. The Committee decided there will be no fees or dues for the Maine Tree Farm program at this time! Again, if things change in the future, we will let you all know as we address the issue.





New Tree Farm Standards In Effect

Changes Should Be Minimal On The Ground

Written by Andy Shultz

As a certified Maine Tree Farmer, you are recognized for your hard work and care for your woods. The American Tree Farm System (ATFS) Standards are the basis for evaluating and validating this good stewardship. Every five years the Standards go through a review process before being approved by the ATF Board of Trustees. The new 2015-2020 Standards were released in January, 2015.

What does this mean for your Tree Farm? Changes will likely be minimal for operations on the ground. The basic commitment to maintaining and following an active and adaptive forest management plan that fits the scope and scale of your Tree Farm remains the keystone of the Standards.

Notable themes of the new ATFS Standards include:

- Continued emphasis on your objectives and on-the-ground stewardship. The new Standards allow for additional flexibility in implementing your Plan, and supports innovative approaches to achieve results for your Tree Farm.
- Holistic, integrated approaches to forest health: The new Standards address woodland health largely through integrated pest management (IPM) as a comprehensive strategy including, but not limited to, chemical use. However, IPM is not uniformly understood or adopted nationally. There is a widespread consensus to promote understanding of forest health issues and to bring resilience to multiple threats into woodland management activities.
- Expansion of Best Management Practices (BMPs) beyond water quality. The new Standards and Guidance now encompass BMPs that relate to air, water, soil and site quality elements.
- Clarity regarding threatened and endangered species. The language in the new Standards makes clear the obligation for protection of occupied habitats and communities. The accompanying Guidance further clarifies distinctions between protected species for different ownership types (public and private), in accordance with federal and state frameworks.
- Forests of Recognized Importance (FORI). To address confusion related to conservation of ecosystems of recognized importance at the landscape scale (formerly called "high conservation value forests" or HCVF), the new Standards more purposely define these resources, establish a process for identifying them as

- they relate to ATFS certification, and provide additional guidance about how a landowner may contribute to these unique values, when appropriate.
- Terminology alignment with the Programme for Endorsement of Forest Certification (PEFC) and other sustainability frameworks. For example, the word “must,” used in the old Standards to denote required items, is now replaced with “shall,” which is used by PEFC, the International Standards Organization (ISO) and other systems. This allows Certified Tree Farmers greater recognition and access to markets globally.

Note: PEFC is an international organization that approves and validates 3rd party certification systems such as ATFS.

Next steps

All landowners with woodlands currently certified to the ATFS Standards need to adapt to the new Standards during 2015. You can do this yourself by reviewing your management plan to ensure it is consistent with the 2015-2020 STANDARDS AND GUIDANCE, while also making any other pertinent updates to reflect changes in your objectives or your woodland. You may want to contact your Inspecting Forester in the coming months for assistance. A simple addendum to your plan can help document any updates.

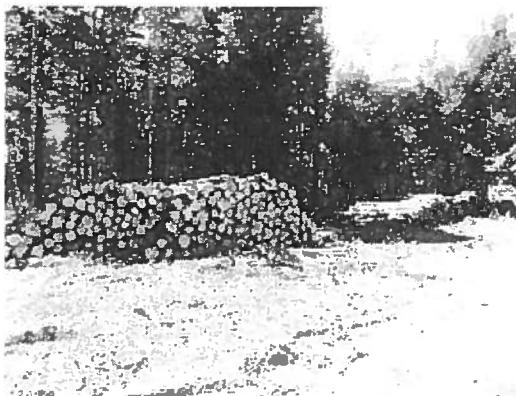
Note: A new 2015-2020 Addendum template is in the works from ATFS to help bring plans up to speed with the new Standards. Meanwhile, the 2010 Management Plan Addendum, or another format of your choice, may be used.

New landowners and properties entering the ATFS program after March 15, 2015 will be evaluated to the 2015-2020 Standards.

Questions? Feel free to contact Gretchen Heldmann, the Maine Tree Farm Coordinator, at 207.613.MTFP (6837), or by e-mail at info@mainetreefarm.org

For more information, visit www.mainetreefarm.org

To review the 2015-2020 Standards and Guidance, please visit <https://www.treefarmssystem.org/atfs-standards>

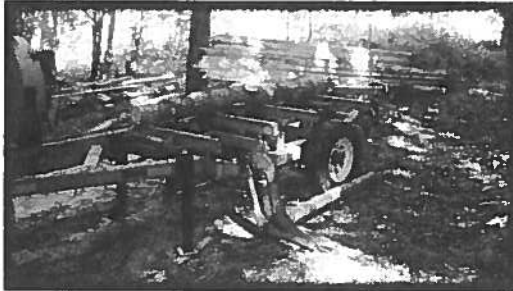


Maine Tree Farm Committee Welcomes New Coordinator

The Maine Tree Farm Committee has been without a Coordinator since last fall. Over the winter, the Committee worked through the process of advertising for a new Coordinator, receiving and reviewing applications, conducting interviews, and selecting an individual. That person is Gretchen Heldmann, and we welcome her to the Maine Tree Farm program! Gretchen looks forward to working with all of us, and has provided the short bio below so we can all get to know her a little bit.

Gretchen currently works out of the Bangor area as a consultant providing GIS, municipal, and forest resource services to a variety of clients. One of her primary consultant roles is working as Senior Project Manager for Corson GIS Solutions, a Maine-based company specializing in web-mapping and ArcGIS Online services. She recently completed nearly ten years of municipal service working for the Town of Hampden as their GIS/IT Specialist. While in Hampden, Gretchen built many GIS data layers which were used to manage required information for various town functions ranging from compliance with the town's stormwater permit, to updating the Town's Shoreland Zoning Map, to assembling maps for economic development or emergency services purposes, to cross-checking information in the assessor's database. Gretchen was also involved with the Town's Development Review Committee, which worked on a variety of tasks ranging from reviewing proposed development projects to updating ordinances. Gretchen also led the effort for the town to become a Tree City USA, and provided forestry assistance where needed. She has experience writing grants, having been awarded a Clean Water Act grant in the amount of \$44,000 and having assisted with two other successful grant applications while with the town, including one from Project Canopy and one to fund the purchase of a firefighting forestry brush truck. Gretchen served as a volunteer on the Maine GeoLibrary Board for six years, including a couple of years as Chair, during which time the Board updated their strategic plan, formalized their brand/image, conducted a ROI study on geospatial products, and compiled existing and created new geospatial data such as updated orthoimagery and lidar collection. She has a BS in Forestry and a MS in Forest

Resources from the University of Maine, is a Maine Licensed Forester, and is a GISCI Certified GIS Professional. Gretchen resides in Eddington with her husband, three cats, and one dog in a 100+ year old farmhouse undergoing major renovations. She keeps a flock of chickens, grows a 30'x50' vegetable garden, preserves the veggies by canning or root cellaring, homebrews beer and wine, and does a variety of other fun things. She also currently serves on the town Planning Board.



2015 County Chairs

Androscoggin County John Starrett (207) 238-3068 SAPPi 165 North Avenue Skowhegan, ME 04976 john.starrett@sappi.com	Kennebec County Mark Brown (207) 233-9348 Brown's Forestry 167 Taber Hill Road Vassalboro, ME 04989 MEFORESTRY@hotmail.com	Piscataquis County Gordon Moore (207) 695-3721 PO Box 1107 Greenville, ME 04441 gordon.moore@maine.gov
Aroostook County Dave Rochester (207) 441-3817 Maine Forest Service 45 Radar Road Ashland, ME 04732 dave.rochester@maine.gov	Knox County Morten Moesswilde (207) 441-2895 Maine Forest Service 536 Waldoboro Rd Jefferson, ME 04348 morten.moesswilde@maine.gov	Sagadahoc County John Starrett (207) 238-3068 SAPPi 165 North Avenue Skowhegan, ME 04976 john.starrett@sappi.com
Cumberland County Paul Larrivee (207) 431-6153 SAPPi 165 North Avenue Skowhegan, ME 04979 paul.larrivee@sappi.com	Lincoln County Julie Churchill (207) 931-6534 Central Maine Forestry 65 Haynorville Rd Livermore, ME 04253 julie.m.churchill@gmail.com	Somerset County Patty Cormier (207) 592-2238 Maine Forest Service PO Box 416 Norridgewock, ME 04957 patty.cormier@maine.gov
Franklin County Robert Leso (207) 778-2000	Oxford County Jesse Duplin (207) 776-9006	Waldo County Morten Moesswilde (207) 441-2895

25 Dutch Gap Road Chesterville, ME 04938 bobnmimi@midmaine.com	Wadsworth Woodlands 35 Rock Crop Way Hiram, ME 04041 lduplin@wadsworthwoodlands.com	Maine Forest Service 536 Waldoboro Rd Jefferson, ME 04348 morten.moesswilde@maine.gov
Hancock County Kevin Allcroft (207) 825-3033 (207) 299-8012 (cell) 68 Snows Corner Rd Orrington, ME 04474 allcroftkk@roadrunner.com	Penobscot County Brett Gerrish (207) 949-0281 Prentiss and Carlisle 107 Court Street Bangor, ME 04401 blgerrish@prentissandcarlisle.com	Washington County Kyle Burdick (207) 214-4341 495 Leighton Point Rd Pembroke, ME 04666 kylecroxburdick@gmail.com
York County Don Winslow (207) 793-2894 PO Box 25 East Parsonsfield, ME 04028 maplecrest.forestry@hotmail.com		

**Have a story about
your Tree Farm that
you would like to
share?**

If so, let us know! We are looking
for content and photographs for
future newsletters from Tree
Farmers in the state.

Email us today to submit a story:
info@mainetreefarm.org

FAQs

Have questions about the
management of your woodlot?
Send your question(s) our way and
you may see them answered in the
next edition.

Submit a question [here](#).

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Bulk: Message

Tue, Jun 16, 2015 4:16 PM

From: Action Alert re Proposed Amendment to Biennial State Budget <lellis@imail.memun.org>

To: "KeyMunicipalOfficials" <KeyMunicipalOfficials@imail.memun.org>

Bcc: Mark Leonard

Subject: Proposed Amendment to State Budget Designed to Achieve Legislative Support

Attachments: Attach0.html / Uploaded File

17K

To: Subscribers to MMA's Legislative Bulletin

Fr: Geoff Herman

Re: Proposed Amendment to State Budget Designed to Achieve Legislative Support

Date: June 16, 2105

Yesterday we distributed the details of the "majority report" and "minority report" state budget recommendations from the Appropriations Committee.

A "leadership amendment" to the majority report has just been printed and as of this writing is being put before the House for consideration. The amendment was apparently negotiated among the four legislative leaders in an attempt to create a proposed state budget that will garner a solid two-thirds support in both the House and the Senate. What follows are the details regarding the leadership amendment in the four primary areas of concern for municipal government and property taxpayers: municipal revenue sharing, the Homestead property tax exemption, General Purpose Aid to Education and General Assistance.

Municipally-related Budget Line in Governor's Proposed State Budget	Majority Report	Leadership Amendment
Revenue Sharing: <i>Proposed flat funding in FY 2016 and elimination in FY 2017 and thereafter.</i>	Flat fund municipal revenue sharing at a fixed \$62.5 million for both years of the biennium, without further amending the revenue sharing statute.	The leadership amendment revises the revenue sharing law for the next four fiscal years (FY 2016-FY 2019) to require the distribution to be 2% of state sales and income tax receipts, rather than 5% as required by law. The 5% requirement would allegedly kick back in during FY 2020 and thereafter. Under current projections, 2% of sales and income tax revenue would yield revenue sharing distributions of:

		<p>FY 2016 - \$62.57 million</p> <p>FY 2017 - \$62.07 million</p> <p>FY 2018 - \$64.78 million</p> <p>FY 2019 - \$67.5 million</p>
<p>Homestead Exemption: <i>Proposed to double the current \$10,000 exemption for homeowners 65 and older and repeal the homestead exemption for all other homeowners.</i></p>	<p>Increase the value of the Homestead property tax exemption from \$10,000 to \$15,000 beginning April 1, 2016 for all homesteaders, providing 50% state reimbursement for lost tax revenue associated with the first \$10,000 of the exemption and 100% reimbursement for the lost tax revenue for \$5,000 of the exemption value. The 100% reimbursement would occur over the FY 2016-2017 biennium, but would thereafter drop back to 75% reimbursement for the \$5,000 increment.</p>	<p>Increase the value of the Homestead property tax exemption from \$10,000 to \$15,000 beginning April 1, 2016. For that year, the state reimbursement for the lost property tax revenue will remain at 50% for the \$15,000 exemption.</p> <p>Increase the value of the Homestead exemption from \$15,000 to \$20,000 beginning April 1, 2017. For that year and subsequently, the state reimbursement for the lost property tax revenue will be 50% for the first \$10,000 of the exemption and 75% for the second \$10,000 of the exemption.</p>
<p>BETR-to-BETE Conversion: <i>Proposed converting all taxable property enrolled in the BETR program to exempt status (the BETE program) over a 4-year period.</i></p>	<p>No changes to the BETR or BETE programs.</p>	<p>Same as the majority report.</p>
<p>General Purpose Aid for Local Schools (GPA): <i>Proposed increasing the GPA appropriation for FY 2016 by approximately \$20 million, from \$943.8 million for the current fiscal year to \$964 million.</i></p>	<p>Increases the GPA appropriation by approximately \$40 million from FY 2015 to FY 2016, to \$983.7 million.</p>	<p>Same as majority report.</p>

<p>General Assistance: <i>Proposed changes to the GA reimbursement formula to marginally reduce the reimbursement rate for the "50%" municipalities and significantly reduce reimbursement for the cities qualifying for supplemental "90%" reimbursement for GA expenditures exceeding threshold levels.</i></p>	<p>No changes to current GA reimbursement formula.</p>	<p>Beginning July 1, 2015, changes the GA reimbursement formula to provide all municipalities with 70% reimbursement for General Assistance benefits issued. The vast majority of municipalities will experience an increase in reimbursement from 50% to 70%. Several of Maine's service center communities will experience a decrease in reimbursement because of the repeal of the 90% reimbursement formula that applies under current law to GA expenditures exceeding a certain percentage of the municipality's state valuation.</p>
<p>General Assistance: <i>Proposed change to disqualify certain non U.S. citizens from receiving GA benefits, including people in the U.S. in violation of federal law as well as non U.S. citizens waiting for determinations of asylee or refugee status unless especially "qualified" under federal statute.</i></p>	<p>No changes to current law regarding eligibility.</p>	<p>The leadership amendment includes language governing the eligibility of non U.S. citizens seeking asylum status with respect to food stamps, TANF and supplemental security income, generally authorizing benefits for a maximum 240 day period. There is no language in the leadership amendment, however, regarding those applicants and the General Assistance program.</p>
<p>Tax Reform – Sales Tax Changes: <i>Proposed significant expansion of the sales tax base to include a range of services that are not currently subject to the sales tax, as well as increases to the general sales tax rate.</i></p>	<p>Proposes only one change to the sales tax law that would otherwise be in effect on July 1, 2015. Specifically, the majority report would implement no expansion of the sales tax base and would also allow the temporarily increased tax rate on general retail sales to sunset back from 5.5% to 5%. The majority report retains the meals and lodging sales tax rate at 8% rather than allowing it to sunset to 7% on July 1.</p>	<p>Retains the current tax rate on general sales (5.5%) rather than letting it sunset to 5%. Also retains the current tax rate on meals served in restaurants at 8% rather than letting it sunset to 7%. Increases the sales tax rate on lodging from the current rate of 8% to 9%. No significant expansion of the sales tax base, but modifies the statutory definition of "prepared foods" for sales tax purposes.</p>
<p>Tax Reform – Individual</p>		

Income Tax Changes: Proposed a four-year phase-down of the top income tax rate from 7.95% to 5.75%, removed a number of personal income tax deductions and credits.	No substantive changes to the individual income tax code except for bringing the exclusion value under Maine's estate tax into conformity with the federal exclusion value.	Effects a two-year phase down of the top income tax rate from 7.95% to 7.15%, adjusts the bracketing system to apply an income tax rate to all adjusted gross income (i.e., removes the current "0%" bracket), increases the standard deduction and phases out the ability to utilize the standard deduction (or itemized deductions if applicable) at higher income levels, establishes a "sales tax fairness credit" within the income tax code for lower-income tax filers to reflect the increases in sales tax exposure, brings the exclusion value under Maine's estate tax into conformity with the federal exclusion value, exempts military pensions, other changes.
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Penobscot EMA

What's new???

Lightning facts...

No place outside is safe during a thunderstorm. If you hear thunder, you're likely within striking distance of the storm.

Outdoors...

- Plan outdoor activities to avoid thunderstorms.
- If a substantial building is not available, get inside a hard-topped metal vehicle.
- Avoid open areas and stay away from isolated tall objects.

Indoors ...

- Avoid contact with any equipment connected to electrical power, such as computers or appliances.
- Avoid contact with water or plumbing.
- Stay off corded phones.
- Stay away from windows and doors.
- Remain inside for 30 minutes after the last rumble of thunder is heard.



Newsletter Date June 2015

American Red Cross Shelter Open House Training

The American Red Cross held an open house training for volunteers to set up, maintain and run a shelter June 11, 2015 at the Brewer Auditorium.

The Boy Scouts of America, Brewer Troup, came in and was allowed the opportunity to work with the Red Cross on setting up specific stations needed in shelters such as Registration, Feeding, Information/Charging and Dormitory.



Thanks to all who showed up and made this a great success!!



Community

When communities come together, they can weather any storm.



During an emergency, many people come together to help others 'weather the storm.' These could include police and fire departments, public works, non-profit organizations, the Red Cross, elected officials, state and county emergency management agencies, and you. That's right. You.

Citizens can be critical resources when it comes to community emergency response. First responders are not an unlimited resource, and they may not always be available to help you or your neighbors during a disaster.

There are many ways you can help make your community stronger, safer and more able to weather the storm. The first step is easy: Learn more about how your local officials are planning for emergencies and how you can get involved. <http://www.maine.gov/mema/prepare/community>

Training Opportunities

Basic Public Information Officer Course (G290)

Date: June 24 & 25, 2015 8:15 am—4:30 pm

Location: Town of Orono Municipal Bldg 63 Main Street Orono, ME

Contact: Mike Grant, MEMA. michael.f.grant.maine.gov

Incident Command System: Intermediate ICS 300

Date: June 29 & 30, 2015 8:30 a.m.-4:30 p.m.

Location: Army Training Center 289 Hilderth Street, Bangor

Contact: Michelle Tanguay, Phone: 945-4750 Fax:942-8941

Email: mtanguay@penobscot-county.net

Registration: Send FEMA Form 119-25-1

EOC Management

Date: July 15, 2015 Time: 5pm-9pm

Location: Penobscot EMA/EOC 69 Hammond St., Bangor

Contact: Michelle Tanguay, 945-4750 mtanguay@penobscot-county.net

University of Southern Maine—Cyber Security Training

Date: July 22, 2015 Time: 8:00 am—12:00 pm

Location: USM Science Building

96 Falmouth St, Portland, Maine 04102

Contact: Andrew Germann 741-5489 or Andrew.c.germann@uscg.mil

Introduction to Ionizing Radiation

Date: August 6, 2015 Time: 8:30 am—3:30 pm

Location: USCG Base South Portland

259 High Street, South Portland, ME, 04106-0007

Contact: Andrew Germann 741-5489 or Andrew.c.germann@uscg.mil

School & Workplace Violence: Preparation & Response

Date: August 19, 2015 Time: 8:00 am—5:00 pm

Location: Brewer Public Safety Building

151 Parkway South, Brewer

Contact: Andrew Germann 741-5489 or Andrew.c.germann@uscg.mil

FMI on all upcoming MEMA training: <http://www.mema.gov/mema/>

FEMA Independent Study Distant Learning

The Emergency Management Institute (EMI) offers self paced courses designed for people who have emergency management responsibilities and the general public. All are offered free-of-charge to those who qualify for enrollment.

<http://traning.fema.gov/IS>



We cannot stop natural disasters but we can arm ourselves with knowledge: so many lives wouldn't have to be lost if there was enough disaster preparedness.

Petra Nemcova



Exercise Schedule

June 17, 2015

Acadia Hospital—Fire in Facilities/Evacuation

Location: Stillwater Ave., Bangor

Time: 0800 am—1200 pm

Penobscot County EMA will participate as evaluators.

Contact: Kathy Knight, NE-MRRC Director 973-8008

July 9, 2015

Mattagamon Dam Emergency Action Plan TTX

Location: Penobscot EMA/EOC 69 Hammond St., Bangor

Time: 10:00 am—11:30 am

Contact: Michelle Tanguay, 945-4750

Planning and Informational Meetings

July 16, 2015

Penobscot Cty LEPC Meeting

Location: TBA (More information to follow)

Time: 12:30pm—1:30 pm

*If you plan to attend please RSVP as a light lunch will be served.

Our RACES Team Trailer

We recently had our RACES/ARES Team Trailer lettered and is now fully equipped. Penobscot EMA RACES Team is ready to roll when called upon.



Penobscot County Webpage

www.penobscotema@squarespace.com

Our webpage offers links to our newsletters, meeting minutes, training information, partners in Emergency Management and much more.

Please visit our site regularly as we update information and links often.

Penobscot County Emergency Management on Facebook



Like

Find us on Facebook too! Just search Penobscot County Emergency Management Agency.

We post updates as they happen. Drills, training, Maine Prepare tips, FEMA and NWS notices, .

Maine Prepares Tips

Learn How To "Turn Off" Your House

Learn the main electric fuse or circuit-breaker box, water service shut-off, and natural gas or propane main shut-off, and mark them clearly.

If you don't know how to turn them off, contact your utility company to learn how to do so safely. Teach family members when and how to turn off the utilities. Keep the area around shut-off switches clear of clutter for each access.

www.maine.gov/mema/prepare