



**Veazie Town Council**

**Regular Meeting**

**April 9<sup>th</sup>, 2018 at 6:30 PM**

**AGENDA**

- ITEM 1:** Call to Order
- ITEM 2:** Secretary to do the Roll Call
- ITEM 3:** Pledge of Allegiance
- ITEM 4:** Consideration of the Agenda
- ITEM 5:** Approval of the March 19th, 2018 Regular Council Meeting minutes
- ITEM 6:** Comments from the Public

**New Business:**

- ITEM 7:** Third Quarter Financial Review
- ITEM 8:** Ambulance Service Cost review
- ITEM 9:** Municipal Withdrawal Agreement Approval
- ITEM 10:** Council Meeting Date(s) Discussion
- ITEM 11:** Transfer of Funds
- ITEM 12:** Manager's Report
- ITEM 13:** Comments from the Public
- ITEM 14:** Requests for information and Town Council Comments
- ITEM 15:** Executive Session per 1 M.R.S.A section 405 (6) (A) to discuss a personnel matter
- ITEM 16:** Review & Sign of AP Town Warrant #18. Town Payroll #20. School Payroll Warrant #20 and AP School Warrant #20.
- ITEM 17:** Adjournment

Chris Bagley  
16 Silver Ridge  
cbagley@veazie.net

Paul Messer  
1010 School St.  
249-1361

Michael Reid  
14 Prouty Dr.  
573-1300

Jeff Manter  
3 Prouty Dr.  
991-7612



# **Agenda Items For April 9, 2018 Council Meeting**

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The following are brief explanations of some of the items on the agenda:

**ITEM 5:** Minutes from the previous meeting will be reviewed.

**Suggested Motion-** I motion we approve the minutes as presented.

**ITEM 7:** Manager Leonard will review the third quarter financials which have been previously presented to the Budget Committee.

**ITEM 8:** A/C Metcalf will go over his report on projected ambulance cost for a new service.

**ITEM 9:** Manager Leonard will present the municipal withdrawal agreement from the Municipal Review Committee. The agreement has been reviewed and approved by Town Legal Staff

**Suggested Motion:** I motion we authorize Manager Leonard to sign the municipal withdrawal agreement on behalf of the Council as presented.

**ITEM 10:** Council will discuss future meeting dates and conflicts. On April 23, 2018 at 6:30 PM the Planning Board has scheduled a public hearing on the proposed subdivision which is the same time the next council meeting. In May the public hearing for the budget is May 7<sup>th</sup> with additional Council meetings on May 14<sup>th</sup> and May 28<sup>th</sup> with May 28<sup>th</sup> being Memorial Day.

**Suggested Motion:** I motion we move the April 23, 2018 Council meeting time to 5:30PM so citizens can attend both the Council meeting and Public Hearing on the proposed subdivision. Furthermore, I motion we schedule May's Council meetings on May 7<sup>th</sup> and May 21<sup>st</sup> at 6:30PM.

**ITEM 11:** Council will transfer funds from the undesignated account to the highway capital account to fund the Davis Drive construction project.

**Suggested Motion:** I motion we move \$100,000.00 from account 10-3100-00 (Undesignated Fund Balance) to account 30-3073-00 (Capital Highway Projects)

**ITEM 12:** Manager Leonard will present his Manager's report for discussion

**ITEM 15:** Council will go into Executive Session to discuss a personnel matter

**(IN) Suggested Motion:** I motion we go into executive session per 1 M.R.S.A section 405 (6) (A) to discuss a personnel matter

**(OUT) Suggested Motion:** I motion we move out of executive session and return to regular session



Veazie Town Council Meeting  
March 19th, 2018

**Members Present:** Chairman Chris Bagley, Councilor Paul Messer, Councilor Michael Reid, Councilor Jeff Manter, Town Manager Mark Leonard, Council Secretary Julie Strout, and various members of the public.

**ITEM 1: Call to order**

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

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

All present

**ITEM 3: Pledge of Allegiance**

**ITEM 4: Consideration of the Agenda**

Chairman Bagley had one change under election clerks. Jacqueline Treadwell withdrew her name from the election clerk list.

**ITEM 5: Approval of the February 26th, 2018 Regular Council Meeting Minutes.**

Councilor Paul Messer made a motion, seconded by Councilor Michael Reid to approve the February 26<sup>th</sup>, 2018 Regular Council Meeting Minutes as written. Voted 3-0-1. Motion carried. Councilor Jeff Manter abstained.

**ITEM 6: Comments from the Public**

Citizen Susan Logan shared her concerns about the town plowing during the last storms.

**New Business:**

**ITEM 7: Election Clerk/Registrar of Voter Appointments**

**7A** -Councilor Jeff Manter made a motion, seconded by Councilor Paul Messer to appoint Suzanne Hart, Steven Earl, Morgiana Halley and Alfred Bushway as Democratic Election Clerks for a term of two years. Voted 4-0-0. Motion carried.

**7B**- Councilor Paul Messer made a motion, seconded by Councilor Jeff Manter to appoint Betty Snively, Marilynn Bishop and Sandra Patterson as Unenrolled Election Clerks for the term of two years. Voted 4-0-0. Motion carried.

**7C** -Councilor Michael Reid made a motion, seconded by Councilor Jeff Manter to appoint Randall Bishop, Frances Kelly and Norma Noble as Republican Election Clerks for the term of two years. Voted 4-0-0. Motion carried.

**7D**- Councilor Paul Messer made a motion, seconded by Councilor Jeff Manter to appoint Julie Strout as the Registrar of Voters for the term of two years. Voted 4-0-0. Motion carried.



**ITEM 8: Council Member Resignation**

Councilor Jeff Manter made a motion, seconded by Councilor Paul Messer to accept Councilor Turcotte's letter of resignation dated March 11, 2018. Voted 4-0-0. Motion carried.

**ITEM 9: Manager's Yearly Review Process**

The Council will discuss Manager Leonard's evaluation in Executive Session at the April 9th Council Meeting. His yearly review will take place at the April 23<sup>rd</sup> Council Meeting. The evaluation period runs July 1<sup>st</sup> 2017 to June 30<sup>th</sup> 2018. Julie Strout will email all the Councilor's the evaluation forms.

**ITEM 10: Executive Session per 1 M.R.S.A section 405 (6) (F) to discuss Confidential Record**

Councilor Paul Messer made a motion, seconded by Councilor Jeff Manter to enter into Executive Session per 1 MRSA section 405 (6) (F) to discuss confidential records at 6:42pm. Voted 4-0-0. Motion carried.

Councilor Michael Reid made a motion, seconded by Councilor Paul Messer to exit Executive Session at 6:55pm. Voted 4-0-0. Motion carried.

Councilor Michael Reid made a motion, seconded by Councilor Jeff Manter to have Attorney Huber send a letter to the Community Center tenant regarding past due lease payments. Voted 4-0-0. Motion carried.

**ITEM 11: Manager's Report**

Manager Leonard reviewed his report with the Councilor's. Reminded everyone about the Community Breakfast on March 31<sup>st</sup>.

**ITEM 12: Comments from the Public.**

Barney Silver shared his concerns as a resident and a contractor for the Town and answered the Councilor's questions reference snowplowing.

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

Manager Leonard will email all the Councilor's a copy of the Plowing Contract.

**ITEM 14: Review & sign of AP Town Warrant #15a, #16 & #17 Town Payroll #18 & #19 School Payroll Warrant #18 and AP School Warrant #18.**

The warrants were circulated and signed.

**ITEM 15: Adjournment**

Councilor Paul Messer motioned to adjourn.

Councilor Jeff Manter seconded. No discussion. Voted 4-0-0. Motion carried.

Adjourned at 7:42pm

True Copy Attest

Julie Strout, Deputy Clerk





1084 Main Street Veazie, Maine 04401  
(207) 947-2781 (207) 942-1654 Fax  
[mleonard@veazie.net](mailto:mleonard@veazie.net)

## Town of Veazie

**To:** Budget Committee

**CC:** Town Council

**From:** Mark Leonard 

**Date:** 04-04-2018

**Re:** 3<sup>rd</sup> Quarter Review

ITEM # 7

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Attached you will find the financials for the Municipal budget as well as the School budget. Neither Superintendent / Principal Cyr nor I have any areas of real concern. We look forward to meeting with you on April 5, 2018 at 6:30 PM at the Municipal Building to review the documents and answer any questions you may have. Please don't hesitate to contact Superintendent / Principal Cyr or myself prior to the meeting if you have any questions.

Also, I would like to discuss presenting both the Municipal and School budgets together at the April 12, 2018 meeting. I feel that joining the draft Municipal and School budget presentations was beneficial and recommend we continue this in future years.



# Expense Detail Report

ALL Accounts  
ALL Months

Account----- Date Jnl Desc---	Current Budget	Debits	Credits	Unexpended Balance
100 - GENERAL GOVERNMENT	311,050.00	0.00	0.00	311,050.00
10 - PAYROLL	181,000.00	131,236.01	3,231.73	52,995.72
20 - BENEFITS	15,050.00	10,898.58	0.00	4,151.42
30 - RETIREMENT / INSURANCE	45,600.00	29,340.42	0.00	16,259.58
40 - OTHER COSTS	7,300.00	4,549.54	793.90	3,544.36
50 - PROFESSIONAL FEES	32,100.00	27,020.39	3,280.00	8,359.61
60 - REPAIRS	1,000.00	415.50	0.00	584.50
70 - UTILITIES	15,000.00	11,964.13	0.00	3,035.87
80 - EQUIPMENT PURCH, RPR & MAINT	1,000.00	522.00	0.00	478.00
95 - MISCELLANEOUS	13,000.00	4,108.65	23.41	8,914.76
Department..	311,050.00	220,055.22	7,329.04	98,323.82
200 - POLICE	344,900.00	0.00	0.00	344,900.00
10 - PAYROLL	221,500.00	160,102.16	1,000.00	62,397.84
20 - BENEFITS	21,100.00	15,980.58	0.00	5,119.42
30 - RETIREMENT / INSURANCE	62,000.00	57,282.74	0.00	4,717.26
40 - OTHER COSTS	25,400.00	19,306.66	0.00	6,093.34
60 - REPAIRS	7,200.00	4,688.80	0.00	2,511.20
95 - MISCELLANEOUS	7,700.00	4,482.36	60.00	3,277.64
Department..	344,900.00	261,843.30	1,060.00	84,116.70
300 - FIRE	231,300.00	0.00	0.00	231,300.00
10 - PAYROLL	130,000.00	89,782.58	0.00	40,217.42
20 - BENEFITS	18,300.00	13,120.05	0.00	5,179.95
30 - RETIREMENT / INSURANCE	43,600.00	28,145.06	0.00	15,454.94
40 - OTHER COSTS	9,000.00	5,416.08	0.00	3,583.92
50 - PROFESSIONAL FEES	7,000.00	4,410.72	0.00	2,589.28
60 - REPAIRS	17,550.00	11,997.53	1,172.11	6,724.58
95 - MISCELLANEOUS	5,850.00	3,104.61	503.40	3,248.79
Department..	231,300.00	155,976.63	1,675.51	76,998.88
500 - RECREATION	12,500.00	0.00	0.00	12,500.00
40 - OTHER COSTS	12,500.00	628.75	0.00	11,871.25
Department..	12,500.00	628.75	0.00	11,871.25
550 - COMMUNITY INVESTMENT	30,000.00	0.00	0.00	30,000.00
95 - MISCELLANEOUS	30,000.00	26,128.30	10,000.00	13,871.70
Department..	30,000.00	26,128.30	10,000.00	13,871.70
600 - CAPITAL FUNDS	215,000.00	0.00	0.00	215,000.00
90 - CAPITAL PROJECTS	215,000.00	215,000.00	0.00	0.00
Department..	215,000.00	215,000.00	0.00	0.00
700 - RESERVE ACCOUNTS	64,500.00	0.00	0.00	64,500.00
40 - OTHER COSTS	64,500.00	64,500.00	0.00	0.00
Department..	64,500.00	64,500.00	0.00	0.00
800 - FIXED COSTS/VARIABLE	480,480.00	0.00	0.00	480,480.00
40 - OTHER COSTS	79,500.00	60,968.35	15.00	18,546.65
45 - FIXED COSTS	400,980.00	220,836.52	2,496.67	182,640.15
95 - MISCELLANEOUS	0.00	230,503.92	230,503.92	0.00
Department..	480,480.00	512,308.79	233,015.59	201,186.80
900 - MANDATORY	3,164,770.00	0.00	0.00	3,164,770.00



## Expense Detail Report

ALL Accounts  
ALL Months

Account-----			Current			Unexpended
Date	Jrnl	Desc---	Budget	Debits	Credits	Balance
900 - MANDATORY CONT'D						
45 - FIXED COSTS			1,369,823.15	1,247,813.14	0.00	122,010.01
95 - MISCELLANEOUS			2,766,047.00	2,074,535.28	0.00	691,511.72
		Department..	4,135,870.15	3,322,348.42	0.00	813,521.73
Final Totals			5,825,600.15	4,778,789.41	253,080.14	1,299,890.88



# Revenue Detail Report

ALL Accounts  
July to April

Account----- Date Jrnl Desc---	Current Budget	Debits	Credits	Uncollected Balance
100 - GENERAL GOVERNMENT	656,651.00	0.00	0.00	656,651.00
1100 - REAL ESTATE TAX COMMITMENT	2,515,970.44	0.00	2,515,970.44	0.00
1200 - PERSONAL PROP TAX COMMITMENT	2,631,280.02	0.00	2,631,280.02	0.00
1300 - EXCISE TAX - BMV	350,000.00	1,447.15	295,098.85	56,348.30
1350 - EXCISE TAX - BOATS	2,000.00	32.60	534.40	1,498.20
1500 - TAX INTEREST & COSTS	10,000.00	145.21	7,242.52	2,902.69
2100 - MUNICIPAL REVENUE SHARING	111,267.00	0.00	80,774.16	30,492.84
2200 - LOCAL ROAD ASSISTANCE	15,000.00	0.00	12,072.00	2,928.00
2300 - GENERAL ASSISTANCE REIMB	5,000.00	0.00	702.07	4,297.93
2400 - HOMESTEAD EXEMPTION	84,238.69	23,198.42	92,109.42	15,327.69
2420 - VETERANS REIMBURSEMENT	2,000.00	1,718.00	1,718.00	2,000.00
2460 - TREE GROWTH REIMBURSEMENT	300.00	0.00	318.65	-18.65
2470 - BETE	8,634.00	8,634.00	17,268.00	0.00
2500 - SNOWMOBILE REIMBURSEMENT	400.00	0.00	350.86	49.14
3100 - CLERKS FEES	700.00	0.25	476.50	223.75
3200 - AGENT FEES	6,500.00	0.00	5,381.00	1,119.00
3300 - VITAL RECORDS	1,000.00	4.80	1,367.80	-363.00
3400 - PLUMBING PERMIT	500.00	35.00	817.50	-282.50
3450 - BUILDING PERMIT	2,000.00	0.00	4,074.10	-2,074.10
3460 - ELECTRICAL PERMIT	300.00	0.00	240.00	60.00
3500 - MOBILE HOME PARK FEES	360.00	0.00	0.00	360.00
3600 - CABLE TV FEES	22,000.00	11,393.04	23,379.41	10,013.63
3700 - ANIMAL FEES & FINES	500.00	25.00	444.00	81.00
4100 - TIF ADMIN FEES	2,000.00	0.00	2,000.00	0.00
4200 - MRC	13,000.00	0.00	19,615.63	-6,615.63
5000 - MISCELLANEOUS REVENUE	500.00	0.00	59.75	440.25
6300 - CEMETERY FEES	1,000.00	0.00	140.00	860.00
6350 - CEMETERY LOTS	6,000.00	20.00	2,020.00	4,000.00
7100 - INVESTMENT INTEREST INCOME	15,000.00	1,265.92	31,880.33	-15,614.41
7200 - CAPITAL LOSSES ON INVESTMENTS	0.00	3,336.80	0.00	3,336.80
Department..	5,807,450.15	51,256.19	5,747,335.41	111,370.93
200 - POLICE	800.00	0.00	0.00	800.00
1000 - FEES & FINES	300.00	0.00	115.00	185.00
3000 - CONCEALED WEAPONS	500.00	0.00	240.00	260.00
Department..	800.00	0.00	355.00	445.00
300 - FIRE	1,000.00	0.00	0.00	1,000.00
1000 - MISCELLANEOUS REVENUE	1,000.00	0.00	1,174.00	-174.00
Department..	1,000.00	0.00	1,174.00	-174.00
400 - PUBLIC WORKS	9,450.00	0.00	0.00	9,450.00
1000 - WINTER ROADS CONTRACT	8,640.00	0.00	0.00	8,640.00
1005 - HYDRANT CLEARING	810.00	0.00	810.00	0.00
Department..	9,450.00	0.00	810.00	8,640.00
500 - RECREATION	6,900.00	0.00	0.00	6,900.00
6000 - COMMUNITY CENTER RENTAL	6,900.00	0.00	4,710.00	2,190.00
Department..	6,900.00	0.00	4,710.00	2,190.00
<b>Final Totals</b>	<b>5,825,600.15</b>	<b>51,256.19</b>	<b>5,754,384.41</b>	<b>122,471.93</b>





# Veazie School Department

## All Revenue - YTD

Report # 4834

Statement Code: All Revenue

Account Number / Description	Expected Revenue	YTD Received	Amount Remaining	Percent Remaining
	7/1/2017 - 6/30/2018	7/1/2017 - 3/31/2018	7/1/2017 - 3/31/2018	7/1/2017 - 3/31/2018
<b>1000 GENERAL FUND</b>				
1000-0000-0000-41211-000 Local Allocation - Veazie	(1,895,508.50)	(1,410,198.86)	(485,309.64)	25.60%
1000-0000-0000-41213-000 Additional Local Funds - Veazie	(868,778.56)	(663,016.43)	(205,762.13)	23.68%
1000-0000-0000-41510-000 Interest Income	0.00	(4,843.28)	4,843.28	---
1000-0000-0000-41901-000 Miscellaneous Revenue	0.00	(68.75)	68.75	---
1000-0000-0000-41910-000 Use of Facilities	0.00	(1,090.00)	1,090.00	---
1000-0000-0000-41981-000 Refund Prior Year's Expenditures	0.00	(1,716.31)	1,716.31	---
1000-0000-0000-41991-000 Refund MSMA WC premium	0.00	(1,117.00)	1,117.00	---
1000-0000-0000-43110-000 State Allocation - Veazie	(764,429.78)	(570,131.80)	(194,297.98)	25.41%
1000-0000-0000-43111-000 State Subsidy/Debt Service	(268,297.00)	(268,297.00)	0.00	0.00%
1000-0000-0000-45000-000 Veazie Balance Forward	(270,000.00)	(270,000.00)	0.00	0.00%
1000-0000-0000-45430-000 State share SRRF	(29,925.00)	(22,296.06)	(7,628.94)	25.49%
<b>TOTAL 1000 GENERAL FUND</b>	<b>\$ (4,096,938.84)</b>	<b>\$ (3,212,775.49)</b>	<b>\$ (884,163.35)</b>	<b>21.58%</b>
<b>1500 Adult Ed Voc Orono</b>				
1500-0000-0000-41214-000 Local Share for Adult Ed	(1,760.00)	(1,319.99)	(440.01)	25.00%
<b>TOTAL 1500 Adult Ed Voc Orono</b>	<b>\$ (1,760.00)</b>	<b>\$ (1,319.99)</b>	<b>\$ (440.01)</b>	<b>25.00%</b>
<b>2050 MCF Fast Track Grant</b>				
2050-0000-0000-41920-000 MCF Fast Track Grant	0.00	(3,000.00)	3,000.00	---
<b>TOTAL 2050 MCF Fast Track Grant</b>	<b>\$ 0.00</b>	<b>\$ (3,000.00)</b>	<b>\$ 3,000.00</b>	<b>---</b>
<b>2120 Cole Foundation</b>				
2120-0000-0000-41920-000 Cole Foundation Grant	0.00	(2,000.00)	2,000.00	---
<b>TOTAL 2120 Cole Foundation</b>	<b>\$ 0.00</b>	<b>\$ (2,000.00)</b>	<b>\$ 2,000.00</b>	<b>---</b>
<b>2300 Title IA</b>				
2300-0000-0000-44517-000 TITLE IA	(30,106.00)	0.00	(30,106.00)	100.00%
<b>TOTAL 2300 Title IA</b>	<b>\$ (30,106.00)</b>	<b>\$ 0.00</b>	<b>\$ (30,106.00)</b>	<b>100.00%</b>
<b>2400 Title IV A</b>				
2400-0000-0000-44523-000 Title IV A	(9,855.61)	0.00	(9,855.61)	100.00%
<b>TOTAL 2400 Title IV A</b>	<b>\$ (9,855.61)</b>	<b>\$ 0.00</b>	<b>\$ (9,855.61)</b>	<b>100.00%</b>
<b>2470 Local Entitlement</b>				
2470-0000-0000-44562-000 LE Grant or Carryover Even FY's	(67,030.40)	(10,954.49)	(56,075.91)	83.65%
2470-0000-0000-44570-000 LE grant or carryover, Odd FY's	(25,440.00)	(7,198.69)	(18,241.31)	71.70%
<b>TOTAL 2470 Local Entitlement</b>	<b>\$ (92,470.40)</b>	<b>\$ (18,153.18)</b>	<b>\$ (74,317.22)</b>	<b>80.36%</b>
<b>2510 Local Entitlement Preschool</b>				
2510-0000-0000-44563-000 Local Entitlement Preschool	(808.00)	0.00	(808.00)	100.00%
2510-0000-0000-44564-000 LE Preschool - carryover	(214.00)	0.00	(214.00)	100.00%
<b>TOTAL 2510 Local Entitlement Preschool</b>	<b>\$ (1,022.00)</b>	<b>\$ 0.00</b>	<b>\$ (1,022.00)</b>	<b>100.00%</b>
<b>2700 Title IIA</b>				
2700-0000-0000-44520-000 TITLE IIA	(17,097.00)	0.00	(17,097.00)	100.00%



# Veazie School Department

## All Revenue - YTD

Report # 4834

Account Number / Description	Expected Revenue	YTD Received	Amount Remaining	Percent Remaining
	7/1/2017 - 6/30/2018	7/1/2017 - 3/31/2018	7/1/2017 - 3/31/2018	7/1/2017 - 3/31/2018
2700-0000-0000-44521-000 Carryover	(481.41)	(481.41)	0.00	0.00%
<b>TOTAL 2700 Title IIA</b>	<b>\$17,578.41</b>	<b>\$1481.41</b>	<b>\$17,097.00</b>	<b>97.26%</b>
<b>2900 Small Rural School Achievement Program</b>				
2900-0000-0000-44390-000 Small Rural School Achievement	(21,937.57)	(1,724.57)	(20,213.00)	92.13%
<b>TOTAL 2900 Small Rural School Achievement Program</b>	<b>\$21,937.57</b>	<b>\$1,724.57</b>	<b>\$20,213.00</b>	<b>92.13%</b>
<b>4500 Capital Reserve</b>				
4500-0000-0000-41510-000 Interest Income	0.00	(620.51)	620.51	---
4500-0000-0000-45201-000 Transfer In	0.00	(100,000.00)	100,000.00	---
<b>TOTAL 4500 Capital Reserve</b>	<b>\$0.00</b>	<b>\$100,620.51</b>	<b>\$100,620.51</b>	<b>---</b>
<b>6000 SCHOOL NUTRITION REVENUE</b>				
6000-0000-0000-41215-000 Local taxes raised - Lunch	0.00	(40,000.00)	40,000.00	---
6000-0000-0000-41611-000 FS Sales - Student Lunch	0.00	(10,883.50)	10,883.50	---
6000-0000-0000-41612-000 FS Sales - Breakfast	0.00	(1,173.80)	1,173.80	---
6000-0000-0000-41620-000 FS Sales - A La Carte	0.00	(236.40)	236.40	---
6000-0000-0000-41630-000 FS Sales - Adults	0.00	(49.90)	49.90	---
6000-0000-0000-41996-000 FS Misc. Revenue	0.00	(3.00)	3.00	---
6000-0000-0000-43251-000 State Funds Lunch	0.00	(6,192.93)	6,192.93	---
6000-0000-0000-44551-000 Federal Funds Regular Lunch	0.00	(5,374.60)	5,374.60	---
6000-0000-0000-44552-000 Federal Funds Lunch - Reduced	0.00	(2,399.36)	2,399.36	---
6000-0000-0000-44554-000 Federal Funds Breakfast	0.00	(3,895.22)	3,895.22	---
<b>TOTAL 6000 SCHOOL NUTRITION REVENUE</b>	<b>\$0.00</b>	<b>\$70,208.71</b>	<b>\$70,208.71</b>	<b>---</b>
<b>9990 STUDENT ACTIVITY</b>				
9990-0000-0000-40999-000 STUDENT ACTIVITY REVENUE	0.00	(2,143.43)	2,143.43	---
<b>TOTAL 9990 STUDENT ACTIVITY</b>	<b>\$0.00</b>	<b>\$2,143.43</b>	<b>\$2,143.43</b>	<b>---</b>
<b>GRAND TOTAL</b>	<b>\$4,271,668.83</b>	<b>\$3,412,427.29</b>	<b>\$859,241.54</b>	<b>20.11%</b>



# Veazie School Department

## Budget by Warrant Articles - Total

Report # 4833

Statement Code: Articles T

Account Number / Description	Adopted Budget 7/1/2017 - 6/30/2018	Amendments 7/1/2017 - 6/30/2018	Amended Budget 7/1/2017 - 6/30/2018	YTD Expended 7/1/2017 - 3/31/2018	Encumbrances 7/1/2017 - 3/31/2018	Amount Remaining 7/1/2017 - 3/31/2018	Percent Remaining 7/1/2017 - 3/31/2018
Total Article 1 - Reg Instr.	\$2,041,913.17	\$0.00	\$2,041,913.17	\$1,228,520.38	\$1,021.54	\$812,371.25	39.78%
Total Article 2 - Sp/Ed Instr.	\$678,978.35	\$0.00	\$678,978.35	\$291,080.11	\$0.00	\$387,898.24	57.12%
Total Article 3 - CTE Instr.	\$25,080.47	\$0.00	\$25,080.47	\$19,596.24	\$0.00	\$5,484.23	21.86%
Total Article 4 - Other Instr.	\$36,094.64	\$0.00	\$36,094.64	\$19,766.15	\$0.00	\$16,328.49	45.23%
Total Article 5 - Stu & Staff	\$198,858.55	\$9,369.83	\$208,228.38	\$121,482.81	\$0.00	\$86,745.57	41.65%
Total Article 6 - System Admin	\$112,977.54	\$27,000.00	\$139,977.54	\$85,339.20	\$0.00	\$54,638.34	39.03%
Total Article 7 - Schl Admin.	\$104,516.52	\$0.00	\$104,516.52	\$81,632.27	\$0.00	\$22,884.25	21.89%
Total Article 8 - Transport.	\$143,300.00	\$0.00	\$143,300.00	\$97,019.28	\$0.00	\$46,280.72	33.29%
Total Article 9 - Op & Maint	\$372,645.00	\$37,039.65	\$409,684.65	\$297,230.72	\$3,330.48	\$109,123.45	26.63%
Total Article 10 - Debt Svc.	\$269,165.12	\$0.00	\$269,165.12	\$269,150.01	\$0.00	\$15.11	0.00%
Total Article 11 - Other	\$40,000.00	\$0.00	\$40,000.00	\$40,000.00	\$0.00	\$0.00	0.00%
Subtotal Adult Education	\$1,760.00	\$0.00	\$1,760.00	\$392.94	\$0.00	\$1,367.06	77.67%
TOTAL BUDGET	\$4,025,289.36	\$73,409.48	\$4,098,698.84	\$2,551,210.11	\$4,352.02	\$1,543,136.71	37.64%





ITEM 8

Veazie Fire/Police Department  
1084 Main Street  
Veazie, Maine 04401-7091  
Chief Mark Leonard



A/C Pete Metcalf

Sgt. Gene Fizell

To: Chief Leonard  
From: AC Metcalf  
Date: March 26, 2018  
Re: Projected Ambulance Costs for New Service

Chief,

In response to the council's goal of evaluating the current ambulance contract and determining the best path forward; I have drafted two spreadsheets that outline projected operating expenses. Using presumptive costs and erring on the conservative side; the first spreadsheet outlines the initial expenses necessary for startup which includes, added personnel costs for 24-hour coverage, purchasing a used ambulance with associated equipment, contracts and supplies. Additionally, it projects operating expenses with either a net gain or loss. The second spreadsheet is year two projected expenses. The only change to year two is taking the costs of an ambulance, stretcher and monitor out of the equation and adding in maintenance costs. Although there is a net revenue gain based on 150 transports there is a total net loss.

Should the Town of Veazie seek to start its own transporting service, there would be initial upfront expenses plus budgeting ongoing operating expenses. We would need to significantly increase our budget to cover ambulance expenses.

Overall, our existing ambulance contract with the Orono Fire Department has been a success. As you are aware from our conversations, I have spoken with Chief St. Louis, Deputy Chief Vaughan and a few of the firefighters. In general, the relationship between both departments has gone smoothly and there have been no concerns requiring immediate attention. It would be my recommendation that we continue our current service with Orono and continue to evaluate and address concerns as they are presented.

**FIRE PREVENTION IS EVERYBODY'S BUSINESS**

	Predicted Call Volume	150			
	Predicted Cash per Call	\$ 470.00			
	Predicted Net Revenue	\$ 70,500.00			
	<b>Veazie Pro Forma - Ambulance Coverage</b>				
	<b>Start-up/Year One</b>				
	<b>Assumptions:</b>	<b>Average Rate</b>	<b>Hours Per Day</b>	<b>Annual</b>	
	Average Pay Rate for Personnel	\$ 16.00	24	\$ 140,160.00	
	Ambulance Cost	\$ 100,000.00	Used pricing varies btw \$25,000 - \$100,000		
	Depreciation Period - Vehicles	5.00			
	Fixed Equipment	\$ 50,000.00	Stretcher and Monitor		
	Depreciation Period - Assets	\$ 7.00	Used Stretcher btw \$8,000-\$15,000,		
			Refurb monitor \$18,000 - \$25,000		
			<b>Cash</b>	<b>Notes</b>	
<b>Revenue</b>	Patient Service Revenue	\$ 70,500.00			
<b>Expenses</b>	Salary and Wage	\$ 140,160.00	Yes		
	Overtime (3%)	\$ 4,204.80	Yes		
	All Fringe / Tax (20%)	\$ 28,872.96	Yes		
	Billing Expenses	\$ 4,935.00	Yes	7%	
	Professional Contracts	\$ 5,000.00	Yes	Medical director, Oxygen, software	
	Workers Compensation	\$ 832.00	Yes		
	Vehicle	\$ 20,000.00	No		
	Fixed Equipment	\$ 7,142.86	No		
	Medical Supplies	\$ 4,950.00	Yes	\$33.00	Per Call
	Fuel	\$ 2,250.00	Yes	\$15.00	Per Call
	Total Expenses	\$ 218,347.62			
	Total Annual Cash Expense	\$ 191,204.76			
	Net Income	\$ (147,847.62)			
	Net Cash flow	\$ (120,704.76)			
	Initial cash needed	\$ 170,000.00		Including disposable supplies	



	Predicted Call Volume	150				
	Predicted Cash per Call	\$ 470.00				
	Predicted Net Revenue	\$ 70,500.00				
	<b>Veazie Pro Forma - Ambulance Coverage</b>					
	<b>Year Two</b>					
	<b>Assumptions:</b>	<b>Average Rate</b>	<b>Hours Per</b>	<b>Annual</b>		
	Average Pay Rate for Personnel	\$ 16.00	24	\$ 140,160.00		
	Ambulance Cost					
	Depreciation Period - Vehicles	5.00				
	Fixed Equipment					
	Depreciation Period - Assets	\$ 7.00				
			<b>Cash</b>	<b>Notes</b>		
<b>Revenue</b>	Patient Service Revenue	\$ 70,500.00				
<b>Expenses</b>	Salary and Wage	\$ 140,160.00	Yes			
	Overtime (3%)	\$ 4,204.80	Yes			
	All Fringe / Tax (20%)	\$ 28,872.96	Yes			
	Billing Expenses	\$ 4,935.00	Yes	7%		
	Professional Contracts	\$ 5,000.00	Yes	Medical director, Oxygen, software		
	Workers Compensation	\$ 832.00	Yes			
	Vehicle maintenance	\$ 3,500.00	Yes			
	Fixed Equipment	\$ -	No			
	Medical Supplies	\$ 4,950.00	Yes	\$33.00	Per Call	
	Fuel	\$ 2,250.00	Yes	\$15.00	Per Call	
	Total Expenses	\$ 194,704.76				
	Total Annual Cash Expense	\$ 194,704.76				
	Net Income	\$ (124,204.76)				
	Net Cash flow	\$ (124,204.76)				



TO: Departing Municipalities

FR: Greg Lounder 

DT: December 6, 2017

RE: Municipal Withdrawal Agreement (Equity Charter Municipalities)

ITEM # 9

As you know, in early November, I distributed to all withdrawing members of the MRC a proposed form of Withdrawal Agreement. We subsequently had a couple of members that wished to propose revisions to that draft. In order to accommodate their request for that opportunity, I subsequently indicated that comments to the document would be accepted through the end of November following which a final version of the Withdrawal Agreement would be distributed for signature.

I am enclosing three copies of the revised Withdrawal Agreement. One has been marked to show revisions from the version previously distributed. The other two are "clean" copies intended for signature (see instructions below).

The principal revisions are as follows:

- The definition of "Debt Service Reserve Fund" has been revised to make clear that the fund related to the financing of the PERC Project.
- The definition of "Existing PERC Agreements" was eliminated as that term was defined in the recitals.
- The definition of "PERC Partnership" has been updated to refer to the most recent restatement of that agreement.
- A definition has been created for the term "Withdrawal Date" to clarify that the effective date of withdrawal is April 1, 2018.
- Section 2.2 has been modified to make clear that, although the MRC will generally not be obligated to the Withdrawing Members after April 1, 2018, it will continue to be obligated to determine the final amount of distributions to each Withdrawing Member and to administer the closing of the sale of each Withdrawing Member's partnership interest for those Withdrawing Members that effectively exercise their put option, notwithstanding that these obligations will extend beyond April 1.
- The language of Section 3.1 has been modified to make clear the intent that, for purposes of determining each Withdrawing Member's allocable share of distributions from the MRC, the amount spent by the MRC on infrastructure improvements at the Fiberight project site and the \$3 million reserved from the Tip Fee Stabilization Fund related to the Fiberight project will be added back in for purposes of the distribution calculation with the effect that the burden of

those two items will be born solely by the Joining Members continuing on with the MRC and not by the Withdrawing Members.

- The date by which distributions will be made has been moved from June 29, 2018 to August 5, 2018. The reason for this change is to allow the MRC's auditors to audit the numbers on which the distributions will be based before they are made, thereby giving both the MRC and each Withdrawing Member additional comfort that the numbers upon which distributions are based are accurate. The audit is expected to be completed by the end of July.
- Several typographical errors have been corrected.

The MRC is requesting that each Departing Municipality sign the Municipal Withdrawal Agreement in accordance with the following instructions:

- Fill in the blanks in the opening paragraph on each of the two execution copies (date on which it is signed, name of Withdrawing Member and location of Withdrawing Member's offices). Also indicate which form of entity applies (i.e., municipality, solid waste disposal district, other public entity) by striking a line through those types of entity that are not applicable.
- Fill in the address to which notices should be directed under Section 7.2 on page 10.
- Sign both execution copies of the Withdrawal Agreement where indicated on page 12.
- Mail the two signed copies of the Withdrawal Agreement to:

Municipal Review Committee  
395 State Street  
Ellsworth, Maine 04605  
Attention: Executive Director

Any questions should be directed to Greg Louder at 207-664-1700 or [glounder@mrcmaine.org](mailto:glounder@mrcmaine.org).

**Municipal Withdrawal Agreement  
(Equity Charter Municipality)**

This Municipal Withdrawal Agreement (the "Withdrawal Agreement" or "Agreement") is made and executed as of the 9<sup>th</sup> day of April, 2018 (the "Effective Date") by and between the Municipal Review Committee, Inc., a Maine nonprofit corporation with offices at 395 State Street, Ellsworth, Maine 04605 (the "MRC") and Veazie, a [municipality] ~~[solid waste disposal district]~~ ~~[other public entity]~~ ~~[private entity]~~ with offices at 1084 Main Street Veazie, Me 04461 ("Withdrawing Member").

WHEREAS, the MRC was created and has operated since 1991 to represent its membership, consisting of Maine municipalities and public entities (the "Charter Municipalities"), in order to ensure the continuing availability to its members of long-term, reliable, safe and environmentally sound methods of solid waste disposal at a stable and reasonable cost; and

WHEREAS, the Charter Municipalities, including Withdrawing Member, have delivered municipal solid waste ("MSW") to the refuse-derived fuel facility owned by the Penobscot Energy Recovery Company, L.P. (the "PERC Partnership") in Orrington, Maine, pursuant to long term waste disposal agreements (collectively, the "Existing PERC Agreements"); and

WHEREAS, the Existing PERC Agreements are scheduled to terminate on March 31, 2018; and

WHEREAS, consistent with its mission, the MRC has investigated and developed alternative waste disposal arrangements to be available to its members on or about April 1, 2018, which arrangements would replace the Existing PERC Agreements upon their expiration; and

WHEREAS, the Withdrawing Member has elected not to participate in such alternative waste disposal arrangements and instead wishes to withdraw as a member of the MRC; and

WHEREAS, the Withdrawing Member and the MRC wish to memorialize the terms of such withdrawal;

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, and other good and valuable consideration each to the other paid, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1  
DEFINITIONS

Capitalized terms when used herein shall have the meanings set forth below:

**"Agreement"** shall mean this Municipal Withdrawal Agreement.

**"Custody Account"** shall mean the working capital account maintained by the MRC for the benefit of its members which is to be disposed of as provided in Section 3 hereof.

**"Debt Service Reserve Fund"** shall mean the Debt Service Reserve Fund that was administered by the MRC in connection with financing of the PERC Partnership.

**"Effective Date"** shall mean the date of this Agreement.

**"Equity Charter Municipalities"** shall mean those charter municipalities having the status of Equity Charter Municipalities under the Existing PERC Agreements.

**"Event of Default"** shall have the meaning set forth in Article 6.

**"Existing PERC Agreements"** shall have the meaning set forth in the recitals hereto.

**"Fiberight Facility"** shall mean the solid waste processing facility to be constructed by Fiberight, LLC at the Project Site.

**"Fund"** shall mean, collectively, the Custody Account and the Tip Fee Stabilization Fund.

**"Indemnified Party"** shall have the meaning set forth in Article 4.

**"Indemnifying Party"** shall have the meaning set forth in Article 4.

**"Joining Members"** shall mean those municipalities and quasi-municipal entities that have entered into joinder agreements with the MRC pursuant to which they have agreed to deliver waste to the Fiberight Facility beginning April 1, 2018.

**"MRC Board"** shall mean the Board of Directors of the MRC as it may be constituted from time to time.

**"MRC Releasees"** shall mean the MRC, its successors and assigns, and all of the present and former officers, directors, members, agents, employees, independent contractors, attorneys, and other representatives thereof.

**"Operating Funds"** shall mean the Operating Fund and an Operating Budget Stabilization Fund currently administered by the MRC.

**"Partnership Termination Date"** shall mean March 31, 2018 or such earlier date as the PERC Plant may cease operations and no longer accept waste from MRC members under their existing Waste Disposal Agreements.

**"Party"** shall mean a party to this Agreement and **"Parties"** shall mean the both parties to this Agreement.

**"PERC Partnership"** shall mean the 6th Amended and Restated Agreement of Limited Partnership of Penobscot Energy Recovery Company, Limited Partnership dated as of September 1, 2016.

**"Project Site"** shall mean the site off Coldbrook Road in Hampden, Maine upon which Fiberight, LLC intends to build a waste processing facility to service MRC members other than Withdrawing Members.

**"Settlement Agreement"** shall mean the Settlement Agreement dated as of December 8, 2016, by and among the MRC, USA Energy Group, LLC, PERC Holdings, LLC, and the PERC Partnership pursuant to which the parties settled pending litigation in the matter of *Municipal Review Committee, Inc., et al. v. USA Energy Group, LLC*, Docket No. BCD-CV-15-22 and further agreed upon certain matters relating to the wind up of the PERC Partnership.

**"Term"** shall mean the term of this Joinder Agreement as provided in Article 2.

**"Tip Fee Stabilization Fund"** shall mean the reserve fund currently maintained by the MRC for the benefit of the Charter Municipalities which is to be disposed of as provided in Section 3 hereof.

**"Withdrawal Date"** shall mean April 1, 2018.

**"Withdrawing Member"** shall mean the entity identified in the preamble to this Agreement.

**"Withdrawing Member Releasees"** shall mean the Withdrawing Member, its successors and assigns, and all of the present and former officers, directors, members, agents, employees, independent contractors, attorneys, and other representatives thereof.

## ARTICLE 2 WITHDRAWAL

**2.1 Election to Withdraw.** Withdrawing Member hereby irrevocably elects to withdraw as a member of the MRC effective as of April 1, 2018 (the "Withdrawal Date").

**2.2 Effect of Withdrawal.** As of the Withdrawal Date, Withdrawing Member will no longer be a member of the MRC. It shall be entitled to the distributions described in Article 3 of this Agreement, and the MRC will continue to be obligated to determine the final amount of such distributions, as provided herein, and to administer the closing of the sale of Withdrawing

Member's partnership interest in the event that Withdrawing Member effectively exercises its put option as contemplated by the PERC Partnership Agreement in conjunction with like sales to be made by other MRC members. The MRC will have no other obligations to Withdrawing Member including, without limitation, any obligation to manage disposal of MSW originating within its borders, to oversee contracts and other relationships related to its MSW disposal, or to act as its agent in connection with its limited partnership interest, if any, in the PERC Partnership, or with respect to the disposition of such interests in the PERC Partnership other than as provided herein.

### ARTICLE 3 DISPOSITION OF FUNDS

**3.1 Custody Account and Tip Fee Stabilization Fund.** The MRC presently administers a working capital account (the "Custody Account") and a reserve account (the "Tip Fee Stabilization Fund") (together, "the Fund") for the benefit of the Equity Charter Municipalities, including Withdrawing Member. In total, the Fund is projected to contain approximately \$23.2 million as of March 31, 2018, which projected balance assumes payment by the PERC Partnership of the full \$5.4 million of Performance Credits and Net Cash Flow in accordance with the terms of the Settlement Agreement and includes amounts not yet distributed to achieve the target value for the first quarter of 2018 that are scheduled to be distributed in May 2018 and \$3.0 million set aside as security under the Master Waste Supply Agreements for the benefit of the Joining Members, but does NOT include the \$5.0 million anticipated to be spent through the end of 2017 for acquisition and development of the Project Site (the "Fiberight Site Development Costs"). Withdrawing Member acknowledges that the actual balance in the Fund may be different from the projections for a variety of reasons, including but not limited to, actual values of delivered tonnages, fund earnings rates, fund and payment expenses and PERC Partnership payments that are different from the projections. Not later than August 15, 2018, the MRC shall pay to Withdrawing Member its allocable share of the Fund in an amount to be determined by application of the MRC's approved Transaction Guidelines and other policies historically used since 1998 to make such allocations. For purposes of calculating the allocable share of Withdrawing Member, the Fund shall be deemed to include the Fiberight Site Development Costs and the \$3 million reserved as security under the Master Waste Supply Agreement. The determination of such allocations shall be reviewed by the MRC's independent auditor for the period ending December 31, 2017 and through March 31, 2018, pursuant to a special review to be conducted in the second quarter of 2018. This determination, as reviewed by the independent auditor, shall be final absent manifest error.

**3.2 Operating Fund and Operating Budget Stabilization Fund.** The MRC also presently administers an Operating Fund and an Operating Budget Stabilization Fund (collectively, the "Operating Funds"). It is anticipated that these funds will be substantially



depleted prior to the Withdrawal Date and that any amounts remaining in these Funds, accounting for costs to be spent or reserved for auditor and other third-party costs associated with the distributions from the Fund, will be nominal. At such time as the MRC Board may deem appropriate, but no later than August 15, 2018, the MRC shall pay to Withdrawing Member its allocable share, if any, of remaining Operating Funds to be determined in the same manner as prescribed in Section 3.1 with respect to the determination of Withdrawing Member's allocable share of the Fund..

**3.3 Debt Service Reserve Fund.** The MRC had a right to receive funds in a reserve account (the "Debt Service Reserve Fund") in the amount of approximately \$1,333,333 which was pledged in support of existing PERC Partnership senior financing and which was held for the benefit of the Equity Charter Municipalities. The Debt Service Reserve Fund has been released by the PERC Partnership's senior lender, and the MRC has distributed to Withdrawing Member its allocable share of funds remaining in the Debt Service Reserve Fund, net of any costs of securing such release. Withdrawing Member hereby acknowledges receipt of its allocable share of the Debt Service Reserve Fund as determined by the MRC Board based on tonnage delivered by each Equity Charter Municipality during the term of the financing to which the Debt Service Reserve Fund relates.

**3.4 PERC Partnership Limited Partnership Interests.** Except as provided in Section 2.2, as of the Withdrawal Date, the MRC shall cease to administer Withdrawing Member's partnership interest in the PERC Partnership, and the disposition of such interest shall be governed by the PERC Partnership Agreement as then in effect. Withdrawing Member hereby affirms its authorization of the MRC to represent its partnership interest until the Withdrawal Date and acknowledges that, except as otherwise provided in this Agreement, the MRC will have no authority or obligation to manage such interest, or to represent the Withdrawing Member with respect to PERC Partnership matters, or otherwise, subsequent to the Withdrawal Date.

## ARTICLE 4 RELEASE AND INDEMNIFICATION

**4.1 Release By Withdrawing Member.** (a) In consideration of payment to Withdrawing Member of the distributions contemplated by Article 3 and the other obligations of the MRC set forth in this Agreement, Withdrawing Member, for itself and its successors and assigns, hereby releases, acquits and forever discharges the MRC, its successors and assigns, and all of the present and former officers, directors, members, agents, employees, independent contractors, attorneys, and other representatives (collectively the "MRC Releasees"), from any and all existing claims, demands, actions, and causes of action arising out of or otherwise

relating to the PERC Partnership or the activities of the MRC, whether known or unknown, which Withdrawing Member has or may have against the MRC Releasees, including but not limited to, any claims of tort, breach of contract, defamation, and/or any other common law or statutory claims, but expressly excluding claims that may arise after the execution of this Agreement. Withdrawing Member acknowledges and agrees that, upon its acceptance of payment of its allocable share of amounts payable to it pursuant to Article 3 of this Agreement, it shall be deemed to have accepted as final the calculation of such payments, and it shall be deemed to have released any claims against the MRC Releasees with respect to such calculation and payment.

(b) Withdrawing Member expressly acknowledges and agrees that this Agreement constitutes a general release of existing claims to which it relates and expressly waives and assumes the risk of any and all claims or damages, including attorneys' fees, which exist as of this date but which it may not know of or have reason to know exist, whether by reason of ignorance, oversight, error, negligence, or otherwise, and which, if known, could materially affect its decision to enter into this Agreement.

(c) Withdrawing Member agrees that neither it, nor any person, organization or other entity acting on its behalf, will file permit to be filed any lawsuit, charge, claim or action for damages or other relief against the MRC Releasees asserting any claim released hereunder.

**4.2 Release By MRC.** (a) In consideration of the obligations of the Withdrawing Member set forth in this Agreement, the MRC, for itself and its successors and assigns, hereby releases, acquits and forever discharges the Withdrawing Member, its successors and assigns, and all of the present and former officers, directors, members, agents, employees, independent contractors, attorneys, and other representatives (collectively the "Withdrawing Member Releasees"), from any and all existing claims, demands, actions, and causes of action arising out of or otherwise relating to the PERC Partnership or the activities of the MRC, whether known or unknown, which the MRC has or may have against Withdrawing Member Releasees, including but not limited to, any claims of tort, breach of contract, defamation, and/or any other common law or statutory claims but expressly excluding claims that may arise after the execution of this Agreement.

(b) The MRC expressly acknowledges and agrees that this Agreement constitutes a general release of existing claims and expressly waives and assumes the risk of any and all claims or damages, including attorneys' fees, which exist as of this date but which it may not know of or have reason to know exist, whether by reason of ignorance, oversight, error, negligence, or otherwise, and which, if known, could materially affect its decision to enter into this Agreement.

(c) The MRC agrees that neither it, nor any person, organization or other entity acting on its behalf, will file, charge, claim, sue or cause or permit to be filed any lawsuit, charge, claim or action for damages or other relief against the Withdrawing Member Releasees asserting any claim released hereunder.

**4.3 Indemnification by Withdrawing Member.** Withdrawing Member agrees to defend, indemnify, and hold harmless the MRC, each other Withdrawing Member, and their respective members, directors, elected officials, officers, agents and employees against any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting from any failure by Withdrawing Member to perform fully, in any respect, its obligations under this Agreement.

**4.4 Indemnification by MRC.** The MRC agrees to defend, indemnify, and hold harmless Withdrawing Member, its elected officials, officers, agents, and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting from any failure by the MRC to perform fully, in any respect, its obligations under this Agreement.

**4.5 Notice.** A Party asserting a right to indemnification under this Article 4 (the "Indemnified Party") shall give to the other Party (the "Indemnifying Party") written notice of the commencement of any legal action or other circumstance which may give rise to a claim for indemnification hereunder within ten (10) days of receipt of written notice by it of commencement of a legal action and within thirty (30) days of learning of any other circumstances giving rise to a claim for indemnification; provided, however, that failure to so notify the Indemnifying Party shall discharge it from its indemnification obligation hereunder only if and to the extent that it has been prejudiced thereby. The Indemnified Party shall afford to the Indemnifying Party access to all records and information relating to such claim, facts and circumstances (except those matters privileged under applicable state or federal law or rules of evidence) reasonably necessary to permit the Indemnifying Party to evaluate the merits of such claim or the accuracy of such facts and circumstances. Upon receipt of notice, the Indemnifying Party may elect to participate in or, if it acknowledges its obligation to indemnify, assume defense of, such action at its own expense and with counsel of its own choosing. The Indemnified Party shall not settle or compromise any claim with respect to which indemnification is sought without the prior written consent of the Indemnifying Party which consent may not be unreasonably withheld or delayed. Notwithstanding that the Indemnifying Party may have assumed defense of an indemnified claim, the Indemnified Party shall have the right, at its sole expense, to retain its own counsel to participate in such defense.

**4.6 Opportunity to Cure.** The Indemnifying Party shall be entitled, at its sole cost and expense, to undertake to cure any circumstances or to pay or settle any claim which is the subject of a claim for indemnification provided that, prior to such settlement, the Indemnifying

Party either (i) acknowledges its obligation hereunder to indemnify the Indemnified Party in full, or (ii) obtains the written consent of the Indemnified Party to the settlement.

**4.7 De Minimis Payment Provisions.** Notwithstanding the foregoing, no payments in respect of any indemnification claim shall be required of any Indemnifying Party unless and until the total amount of the indemnification claims payable by such Indemnifying Party has exceeded Ten Thousand Dollars (\$10,000), exclusive of attorneys' fees, after which, however, all such indemnification claims, including those included in the de minimus calculation, shall be subject to payment as provided herein.

**4.8 Limitation of Liability.** Notwithstanding the provisions of this Article 4, neither Party shall be liable to the other for any incidental, indirect, or consequential damages arising out of the performance or breach of this Agreement.

**4.9 No Waiver of Immunities.** Nothing in this Agreement shall constitute a waiver or diminution by Withdrawing Member or the MRC of any immunities or statutory limitations on liability.

**4.10 Assignment.** Upon payment thereof, the Indemnified Party shall assign to the Indemnifying Party all claims it may have as to which it has been indemnified by the Indemnifying Party.

## ARTICLE 5 ASSIGNMENT

**5.1 General Prohibition of Assignment.** Except as otherwise specifically provided herein, neither Party may assign its rights or delegate its obligations under this Agreement, including without limitation any transfer by operation of law, in any manner whatsoever without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Any attempt at any such assignment, transfer, or sale without the consent required hereby shall be void and of no effect, and shall, at the option of the other Party, terminate this Agreement.

**5.2 Assignment by the MRC.** Notwithstanding the provisions of Section 5.1, the MRC may assign its rights and obligations under this Agreement to a successor entity formed for the purpose of assuming the obligations and mission of the MRC. Any other attempt by either Party to assign, transfer, or pledge this Agreement, whether in whole or in part, to any person without the prior written consent of the other Party shall be null and void.

## ARTICLE 6 EVENTS OF DEFAULT; TERMINATION

**6.1 MRC Event of Default.** Each of the following shall constitute an Event of Default as to the MRC:

- (a) The MRC shall have failed to fulfill its obligations under this Agreement and such

failure has not been cured within the longer of (a) thirty (30) days following receipt of written notice from the Withdrawing Member alleging with particularity that a default exists, or (b) any otherwise applicable cure period; provided, however, that if it is not possible to cure such default within the applicable cure period, no Event of Default shall be deemed to exist so long as the MRC takes action within such period to initiate steps to effect a cure and pursues such cure with reasonable diligence.

(b) The MRC or any permitted assignee shall (a) file, or have filed against it a petition which is not dismissed within sixty (60) days, in bankruptcy, reorganization or similar proceedings under, or shall be adjudicated a bankrupt under, the bankruptcy laws of the United States, (b) have a receiver, permanent or temporary, appointed by a court of competent authority for it or on its behalf which is not dismissed within sixty (60) days, (c) request the appointment of a receiver, (d) make a general assignment for the benefit of creditors, or (e) shall have its bank accounts, property or receivables attached and such attachment proceedings are not dismissed within sixty (60) days.

(c) The MRC or any permitted assignee shall dissolve or liquidate or shall have ceased operations for a period in excess of sixty (60) consecutive days.

**6.2 Withdrawing Member Event of Default.** Each of the following shall constitute an Event of Default as to the Withdrawing Member:

(a) Withdrawing Member shall have failed to fulfill its obligations under this Agreement and such failure has not been cured within the longer of (i) thirty (30) days following receipt of written notice from the MRC alleging with particularity that a default exists, or (ii) any otherwise applicable cure period; provided, however, that if it is not possible to cure such default within the applicable cure period, no Event of Default shall be deemed to exist so long as the Withdrawing Member takes action within such period to initiate steps to effect a cure and pursues such cure with reasonable diligence.

(b) Withdrawing Member or any permitted assignee shall (i) file, or have filed against it a petition which is not dismissed within sixty (60) days, in bankruptcy, reorganization or similar proceedings under, or shall be adjudicated a bankrupt under, the bankruptcy laws of the United States, (ii) have a receiver, permanent or temporary, appointed by a court of competent authority for it or on its behalf which is not dismissed within sixty (60) days, (iii) request the appointment of a receiver, (iv) make a general assignment for the benefit of creditors, or (v) shall have its bank accounts, property or receivables attached and such attachment proceedings are not dismissed within sixty (60) days.

(c) Withdrawing Member or any permitted assignee shall dissolve or liquidate.

**6.3 Remedies.** Unless otherwise provided by law, any right or remedy provided for herein shall not be considered as the exclusive right or remedy of the non-defaulting Party, and such right or remedy shall be considered to be in addition to any other right or remedy allowed by Law.

## ARTICLE 7 OTHER PROVISIONS

**7.1 Waiver.** The failure of either Party to take action with respect to any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of such term, covenant, or condition. Any waiver by either Party of any breach of any term, covenant, or condition contained in this Agreement shall be effective only if in writing and shall not be deemed to be a waiver of any subsequent breach of the same, or of any other term, covenant, or condition contained in this Agreement.

**7.2 Notices.** All notices, demands, or other writings provided for in this Agreement shall be deemed to have been fully given or made or sent if in writing and either (i) delivered in person, (ii) sent by recognized overnight courier with acknowledgement of receipt, (iii) sent by certified mail, return receipt requested, or (iv) sent by email, provided a confirmation copy is sent promptly by overnight courier or certified mail, in each case to the following addresses:

If to the MRC:           Municipal Review Committee  
395 State Street  
Ellsworth, ME 04605  
Attention: Executive Director  
Email: glounder@mrcmaine.org

With a copy to:       Eaton Peabody  
80 Exchange Street  
P.O. Box 1210  
Bangor, Maine 04402  
Attention: Daniel G. McKay, Esq.  
Email: dmckay@eatonpeabody.com

If to Withdrawing  
Member:           *Town of Veazie*  
*1084 Main Street*  
*Veazie, ME 04401*  
Attention: *Mark Leonard*  
Email: *MLEONARD@VEAZIE.NET*

Either party may change the address at which notices to it are to be delivered by providing notice of such change in the manner provided above.

**7.3 Parties Bound.** The covenants and conditions contained in this Agreement shall bind the successors and assigns of each of the Parties.

**7.4 References.** The captions appearing under the section number designations of this Agreement are for convenience only, are not a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement. Unless the context clearly requires otherwise, references to section numbers and exhibits shall be deemed references to the section

numbers and exhibits to this Agreement.

**7.5 Governing Law.** This Agreement shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Maine without regard for conflict of law provisions.

**7.6 Entire Agreement.** This Agreement shall constitute the entire agreement between the parties with respect to its subject matter. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.

**7.7 Modification of Agreement.** Any modification of this Agreement shall be binding only if such modification is documented in writing and signed by each Party or an authorized representative of each Party.

**7.8 Additional Documents.** The Parties agree to execute whatever reasonable papers and documents may be necessary to effectuate the terms and intent of this Agreement.

**7.9 No Special or Consequential Damages.** Notwithstanding any other provision of this Agreement, in no event shall either Party be liable under this Agreement for any special or consequential damages.

**7.10 Counterparts.** This Agreement may be executed in counterparts. A signature transmitted by facsimile, email or other electronic means shall have the effect of an original.

*[Signature page follows.]*

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed as a sealed instrument as of the date first above written.

MUNICIPAL REVIEW COMMITTEE

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

Name:

Title:

WITHDRAWING MEMBER

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

Name:

Title:



# **Manager's Report For April 9, 2018 Council Meeting**

Since the last council meeting here are some things I've been working on as well as things occurring around Town.

1. I met with representatives from Penobscot Downeast Cable Consortium and Charter Communications in hopes of negotiating a new contract. We were unable to resolve all of our concerns at that time. I will continue to work with these agencies to resolve these issues, as the contract has been expired for numerous years.
2. I chaired my last Regional Communications Board of Directors meeting in March. I have chaired or co-chaired this board for numerous years and am happy to have someone else agree to take the position. I was thanked by members for my leadership over the years and I still remain a member of the Board.
3. I have reviewed and signed the final contract for the Davis Drive project. A notice of construction has been sent to each homeowner in the project area which describes the scope of the project and what they may expect during construction.
4. I attended mandatory training with the Maine Chiefs of Police in Ellsworth. Topics covered were protocols for the investigation of deaths, probable deaths and missing persons, policing the teen brain and a presentation on FirstNet. The class was well attended by numerous different local law enforcement agencies.
5. I was contacted by Representatives from the Maine Department of Marine resources in reference to a project they have been working on in Veazie on the Penobscot River. Since the removal of the dam they have been monitoring the waters in the area and have determined they are tidal waters. With this finding they are in the process of changing the area to fall under the coastal zone act. This will allow us to apply for funding opportunities for this area in the future. They are in the beginning stages and we will receive additional information as the process moves forward.
6. The Comprehensive Plan has reached its final review process and findings will be provided to us within 30 days. Following receipt of the findings we will reconvene the Comprehensive Update Committee to discuss how to move forward.
7. I attended a meeting in which Penobscot Regional Communications finalized a Request for Quotes (RFQ) for the replacement of the entire radio infrastructure for Penobscot County. This will be a costly project but one that is greatly needed. Once the quotes are returned, we will provide them to the County Commissioners in hopes the project will be included in a future referendum for Penobscot County. A release date for the RFQ has been scheduled for April 30, 2018.

# Manager's Report

## For April 9, 2018

### Council Meeting

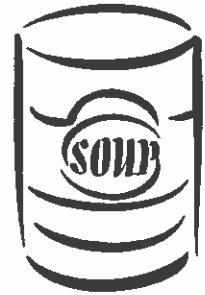
8. Progress continues with the buildout of the new police station. The first coat of paint has been applied, the flooring laminate has been laid and I have chosen an alarm company to put the fire alarm system in. During this process we discovered the entire building's alarm system needs to be replaced which will occur around the same time the system is put in for the police department.
9. A/C Metcalf has arranged for the Maine Department of Labor to do an inspection of the municipal building. Paperwork has been provided and we have been working to complete it prior to the inspection. My ultimate goal is to become part of the SHAPE program which is very time consuming but ultimately helps insure the health and safety of the employees and shows that the Town is serious about providing a safe environment.
10. Supt/Principal Cyr and I met with the Budget Committee to review 3<sup>rd</sup> quarter financials. These financials will be reviewed with Council at the next meeting. All accounts overall appear to be in order.
11. With the re-hire of the Town Office part-time clerk, she has restarted finalizing a new map for the cemetery. She had put many hours into this project before she left and I anticipate she has quite a few more hours to complete the project. The map will be more beneficial than what we currently have. Thank you to her for undertaking this self-started project.
12. Supt/Principal Cyr and I continue to work on the marketing material for the Town branding project. We are fairly close to being able to release some/most of the work we have been doing.

#### Attachments:

1. MOOV food drive flyer
2. BASWG Agenda for April 5 2018 meeting
3. MDOT State Street work description
4. VCS Agenda and attachments for April 2, 2018 School Board meeting
5. Assessors update

# One CAN make a difference!

For the month of April, please donate nonperishable  
food items for our Food Drive for  
Holy Family Food Pantry.



Donation drop off locations:

Orono Public Library (866-5060) at 39 Pine Street, Orono

Holy Family Church Office (827-4000) at 429 Main St, Old Town

Eastern Area Agency on Aging (941-2865) at 450 Essex Street, Bangor



Suggested Food Drive donation items:

- Canned Fruit in 100% juice
- Whole Grain Pasta
- Brown and White Rice
- Peanut Butter
- No Sugar Added Cereal
- Low Sodium Canned Soups
- Low Sodium Canned Tuna
- Low Sodium Canned Beans
- Low Sodium Canned Tomato

The MOOV Penobscot Thriving in Place group has  
partnered with Holy Family Food Pantry for the month  
of April to do a food drive! Holy Family Food Pantry  
serves over 60 families monthly and is vital to the  
communities in the greater Old Town and Orono area.







**Bangor Area Storm Water Group Meeting**

**April 5, 2018**

**Location: Orono Town Office, Orono, Maine**

**9:00 am – 11:00 am**

*V= Potential Member Vote Needed to Conduct Business*

**AGENDA**

- 9:00 am**      **Welcome, Round-robin Introductions (5 min)**
- 9:05 am**      **Update on DEP Happenings (15 min)**
- 9:20 am**      **Education and Outreach Planning (60 min)**  
*BASWG E&O Committee and Pulse Marketing*
- Report out on Maine Science Festival
  - Approval of regional survey for behavior change/to strengthen outreach sample
  - Bus Wrap
  - whiteboard outreach video
  - Stream Clean-up Planning
  - Stenciling
- 10:20 am**      **Review of End of Permit Cycle Requirements**  
PY5 and Full Five-year Permit Cycle Assessment and Reporting
- 10:30**          **Review of Grant Opportunities (20 min)**  
(Spring/Summer 2018) (V)
- 10:50 am**      **Administrative Tasks (10 min)**
- Vote on meeting minutes (V)
  - Update on E&O Contract Extension
  - Plans for Upcoming Meetings
- 11:00 am**      **BASWG Meeting Adjourns**  
*Executive Committee members should expect to stay for up to a half hour following meeting if needed*





# MaineDOT

**\* \*IMMEDIATE RESPONSE REQUESTED\* \***

RE: MDOT Project – Slope Stabilization

March 27, 2018

Veazie  
Route: 2  
WIN: 23028.00

To whom it may concern:

The Maine Department of Transportation is planning to do work on a concrete wall located on Rte 2 in Veazie

This work will be on the west side of Rte 2 approximately 0.07 miles north of the Main Street intersection.

Enclosed you will find a location map and photo to further assist you in locating the proposed project.

**Please complete and return the brief questionnaire attached to this letter.** The information provided at this time will allow our project designers to recognize the presence of existing facilities or plans to install additional facilities within the next five years. Your responses will enable us to better coordinate our work with you throughout this project.

**PLEASE NOTE, IF YOU ARE THE POLE OWNER, OR HAVE MAINTENANCE RESPONSIBILITIES ON A JOINT POLE AGREEMENT, PLEASE IDENTIFY ALL OF THE ATTACHING ENTITIES. THIS INFORMATION IS CRITICAL IN IDENTIFYING ANY UTILITIES WHICH MAY NOT HAVE BEEN IDENTIFIED AS PART OF THIS INITIAL PROCESS.**

The Work Identification Number (WIN) assigned to this project is 23028.00 and should be used on any future correspondence regarding this project.

This project is currently not scheduled for construction. We are gathering information to better evaluate the obstacles associated with the project. If you have any questions or concerns, please feel free to contact me at (207)592-3865, [terry.blairjr@maine.gov](mailto:terry.blairjr@maine.gov) Thank you for your cooperation.

Sincerely,

Terry Blair Jr  
Utility Coordinator  
Maine DOT

Encl: Questionnaire Response Form  
Project Location Map







# MaineDOT

**\*\*IMMEDIATE RESPONSE REQUESTED\*\***

RE: MDOT Project – Slope Stabilization

March 27, 2018

Veazie  
Route: 2  
WIN: 23028.00

**Utility Coordinator:** Maine DOT, Highway Program – Terry Blair Jr  
16 State House Station, Child Street  
Augusta, Maine 04333  
Cell: 592-3865  
E-Mail: [terry.blairjr@maine.gov](mailto:terry.blairjr@maine.gov)

Please complete the following short questionnaire and fax, e-mail or send via mail. The following may be filled out electronically in Microsoft Word by using the “TAB” key.

**Utility:** Town of Veazie

**Date Form Submitted:** 04-02-2018

**1. Does the utility you represent presently have facilities within the project limits?**

☐ Yes ☒ No

**2. What type of facilities do you have in the project area?**

☐ Underground

None

☐ Aboveground

**3. Pole Owner:**

Attachees:

**4. Do you plan on installing any facilities within the project limits in the next 5 years?**

☐ Yes ☒ No

**5. Contact person for project coordination:**

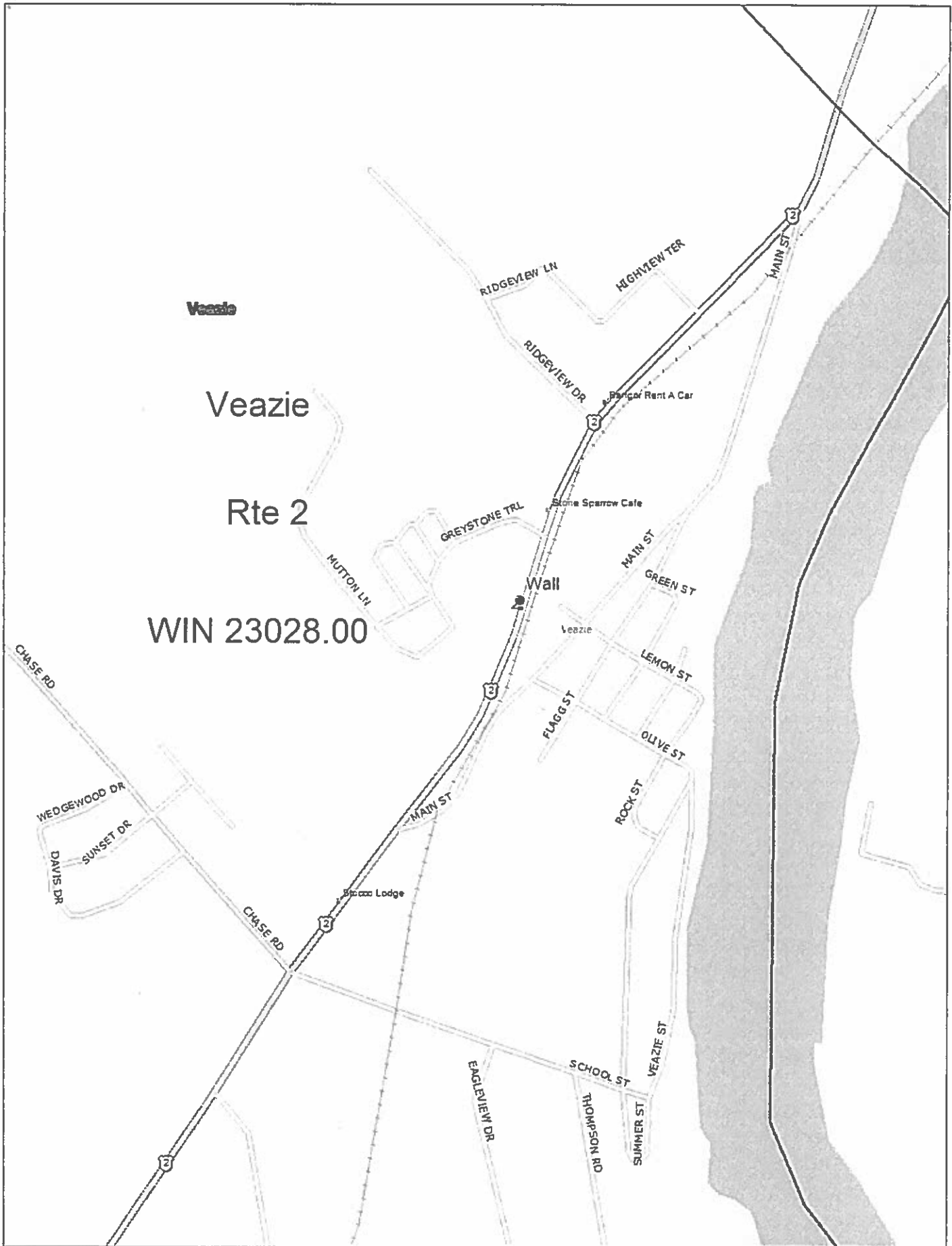
Name: Mark Leonard  
Address: 1084 Main Street Veazie, Maine 04401  
Tel: 207-947-2781  
Cell: 207-852-5333  
Fax No: 207-942-1654  
E-mail: [mleonard@veazie.net](mailto:mleonard@veazie.net)

**6. Contact person for construction:**

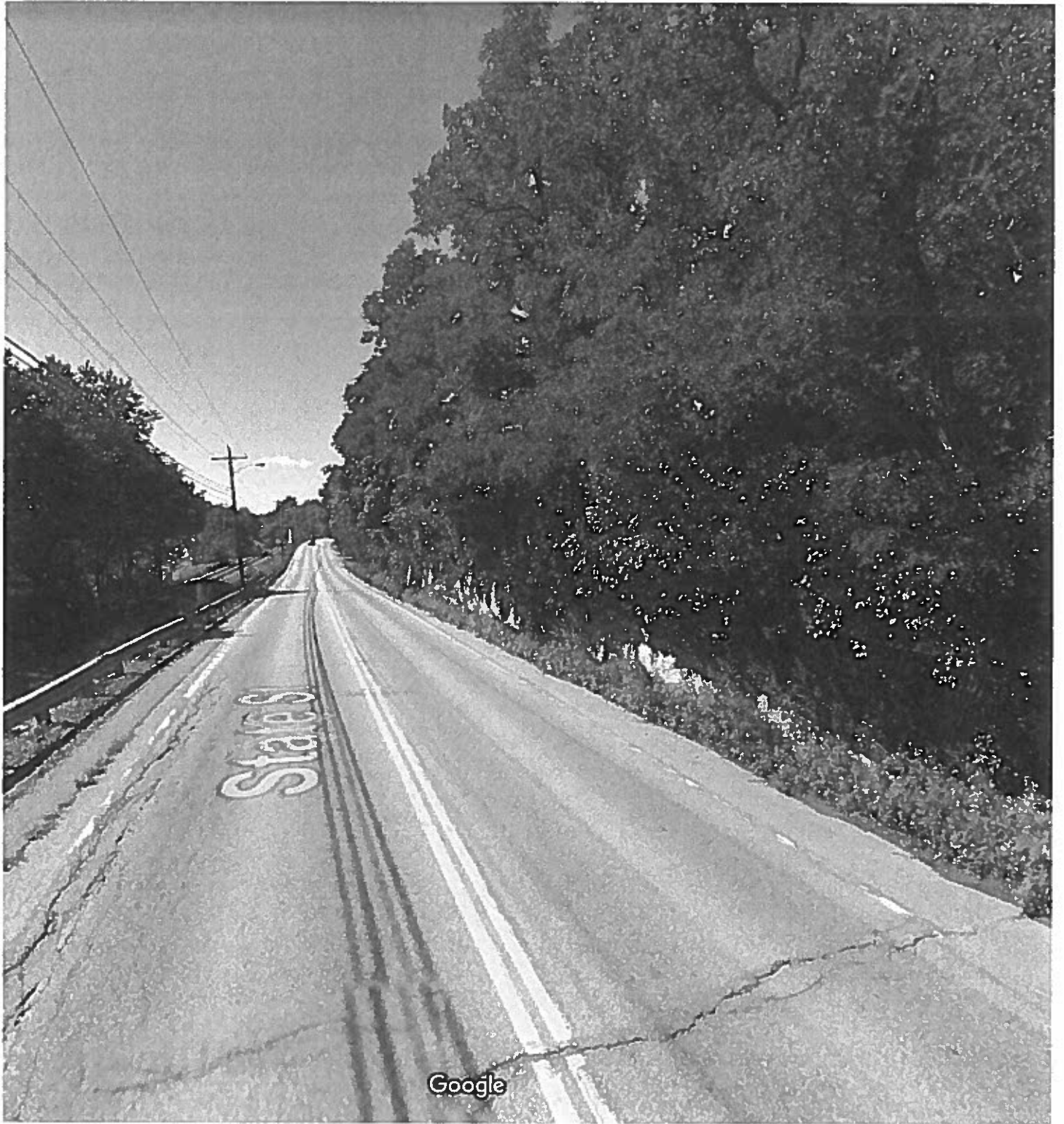
Name: Same as above  
Address:  
Tel:  
Fax No:  
E-mail:

**7. Comments- Please notify when road will be closed off so Fire Department can be notified.**











**Veazie School Administrative Unit  
1040 School Street  
Veazie, Maine 04401  
Telephone (207) 947-6573**

**TO:** Veazie School Committee  
**FROM:** Matthew D. Cyr, Superintendent and Principal  
**DATE:** April 2, 2018  
**SUBJECT:** **School Committee Meeting - 6:00 p.m.**  
**Veazie Community School Library**

**AGENDA**

- I. Call of the Roll
- II. Pledge of Allegiance
- III. Approval of Minutes of Regular Meeting of March 5, 2017
- IV. Adjustment to Agenda
- V. Persons Desiring to Address the Committee
- VI. Acknowledgements
- VII. A. Board Chair





VIII. Executive Session to Discuss Employment of Employee, According to  
1 M.R.S.A. § 405 (6)(A)

IX. Personnel

A. Resignations

B. Nominations

X. Principal's Report (Exhibit)

XI. Superintendent Report

A. March Financials (Exhibit)

XII. New Business

A. Discuss snow days and Fiscal Year 2018 school calendar.

XIII. Old Business

A. Discuss and act on Fiscal Year 2019 school district budget.

XIV. Board Policy

A. Discuss and act on first reading of Policy JICK, Bullying.

XV. Request for Information

XVI. Executive Session to Discuss a Student Matter, According to 1 M.R.S.A. § 405(6)(A)

XVII. Next Meeting - May 7, 2018 at 6:00 p.m. in the VCS Library Media Center

XVIII. Adjournment



# Veazie School Department

## All Revenue - YTD

Report # 4834

Statement Code: All Revenue

Account Number / Description	Expected Revenue 7/1/2017 - 6/30/2018	YTD Received 7/1/2017 - 3/31/2018	Amount Remaining 7/1/2017 - 3/31/2018	Percent Remaining 7/1/2017 - 3/31/2018
<b>1000 GENERAL FUND</b>				
1000-0000-0000-41211-000 Local Allocation - Veazie	(1,895,508.50)	(1,410,198.86)	(485,309.64)	25.60%
1000-0000-0000-41213-000 Additional Local Funds - Veazie	(868,778.56)	(663,016.43)	(205,762.13)	23.68%
1000-0000-0000-41510-000 Interest Income	0.00	(4,843.28)	4,843.28	---
1000-0000-0000-41901-000 Miscellaneous Revenue	0.00	(68.75)	68.75	---
1000-0000-0000-41910-000 Use of Facilities	0.00	(1,090.00)	1,090.00	---
1000-0000-0000-41981-000 Refund Prior Year's Expenditures	0.00	(1,716.31)	1,716.31	---
1000-0000-0000-41991-000 Refund MSMA WC premium	0.00	(1,117.00)	1,117.00	---
1000-0000-0000-43110-000 State Allocation - Veazie	(764,429.78)	(570,131.80)	(194,297.98)	25.41%
1000-0000-0000-43111-000 State Subsidy/Debt Service	(268,297.00)	(268,297.00)	0.00	0.00%
1000-0000-0000-45000-000 Veazie Balance Forward	(270,000.00)	(270,000.00)	0.00	0.00%
1000-0000-0000-45430-000 State share SRRF	(29,925.00)	(22,296.06)	(7,628.94)	25.49%
<b>TOTAL 1000 GENERAL FUND</b>	<b>\$ (4,096,938.84)</b>	<b>\$ (3,212,775.49)</b>	<b>\$ (884,163.35)</b>	<b>21.58%</b>
<b>1500 Adult Ed Voc Orono</b>				
1500-0000-0000-41214-000 Local Share for Adult Ed	(1,760.00)	(1,319.99)	(440.01)	25.00%
<b>TOTAL 1500 Adult Ed Voc Orono</b>	<b>\$ (1,760.00)</b>	<b>\$ (1,319.99)</b>	<b>\$ (440.01)</b>	<b>25.00%</b>
<b>2050 MCF Fast Track Grant</b>				
2050-0000-0000-41920-000 MCF Fast Track Grant	0.00	(3,000.00)	3,000.00	---
<b>TOTAL 2050 MCF Fast Track Grant</b>	<b>\$ 0.00</b>	<b>\$ (3,000.00)</b>	<b>\$ 3,000.00</b>	<b>---</b>
<b>2120 Cole Foundation</b>				
2120-0000-0000-41920-000 Cole Foundation Grant	0.00	(2,000.00)	2,000.00	---
<b>TOTAL 2120 Cole Foundation</b>	<b>\$ 0.00</b>	<b>\$ (2,000.00)</b>	<b>\$ 2,000.00</b>	<b>---</b>
<b>2300 Title IA</b>				
2300-0000-0000-44517-000 TITLE IA	(30,106.00)	0.00	(30,106.00)	100.00%
<b>TOTAL 2300 Title IA</b>	<b>\$ (30,106.00)</b>	<b>\$ 0.00</b>	<b>\$ (30,106.00)</b>	<b>100.00%</b>
<b>2400 Title IV A</b>				
2400-0000-0000-44523-000 Title IV A	(9,855.61)	0.00	(9,855.61)	100.00%
<b>TOTAL 2400 Title IV A</b>	<b>\$ (9,855.61)</b>	<b>\$ 0.00</b>	<b>\$ (9,855.61)</b>	<b>100.00%</b>
<b>2470 Local Entitlement</b>				
2470-0000-0000-44562-000 LE Grant or Carryover Even FY's	(67,030.40)	(10,954.49)	(56,075.91)	83.65%
2470-0000-0000-44570-000 LE grant or carryover, Odd FY's	(25,440.00)	(7,198.69)	(18,241.31)	71.70%
<b>TOTAL 2470 Local Entitlement</b>	<b>\$ (92,470.40)</b>	<b>\$ (18,153.18)</b>	<b>\$ (74,317.22)</b>	<b>80.36%</b>
<b>2510 Local Entitlement Preschool</b>				
2510-0000-0000-44563-000 Local Entitlement Preschool	(808.00)	0.00	(808.00)	100.00%
2510-0000-0000-44564-000 LE Preschool - carryover	(214.00)	0.00	(214.00)	100.00%
<b>TOTAL 2510 Local Entitlement Preschool</b>	<b>\$ (1,022.00)</b>	<b>\$ 0.00</b>	<b>\$ (1,022.00)</b>	<b>100.00%</b>
<b>2700 Title IIA</b>				
2700-0000-0000-44520-000 TITLE IIA	(17,097.00)	0.00	(17,097.00)	100.00%



# Veazie School Department All Revenue - YTD

Report # 4834

Account Number / Description	Expected Revenue 7/1/2017 - 6/30/2018	YTD Received 7/1/2017 - 3/31/2018	Amount Remaining 7/1/2017 - 3/31/2018	Percent Remaining 7/1/2017 - 3/31/2018
2700-0000-0000-44521-000 Carryover	(481.41)	(481.41)	0.00	0.00%
<b>TOTAL 2700 Title IIA</b>	<b>\$ (17,578.41)</b>	<b>\$ (481.41)</b>	<b>\$ (17,097.00)</b>	<b>97.26%</b>
<b>2900 Small Rural School Achievement Program</b>				
2900-0000-0000-44390-000 Small Rural School Achievement	(21,937.57)	(1,724.57)	(20,213.00)	92.13%
<b>TOTAL 2900 Small Rural School Achievement Program</b>	<b>\$ (21,937.57)</b>	<b>\$ (1,724.57)</b>	<b>\$ (20,213.00)</b>	<b>92.13%</b>
<b>4500 Capital Reserve</b>				
4500-0000-0000-41510-000 Interest Income	0.00	(620.51)	620.51	---
4500-0000-0000-45201-000 Transfer In	0.00	(100,000.00)	100,000.00	---
<b>TOTAL 4500 Capital Reserve</b>	<b>\$ 0.00</b>	<b>\$ (100,620.51)</b>	<b>\$ 100,620.51</b>	<b>---</b>
<b>6000 SCHOOL NUTRITION REVENUE</b>				
6000-0000-0000-41215-000 Local taxes raised - Lunch	0.00	(40,000.00)	40,000.00	---
6000-0000-0000-41611-000 FS Sales - Student Lunch	0.00	(10,883.50)	10,883.50	---
6000-0000-0000-41612-000 FS Sales - Breakfast	0.00	(1,173.80)	1,173.80	---
6000-0000-0000-41620-000 FS Sales - A La Carte	0.00	(236.40)	236.40	---
6000-0000-0000-41630-000 FS Sales - Adults	0.00	(49.90)	49.90	---
6000-0000-0000-41996-000 FS Misc. Revenue	0.00	(3.00)	3.00	---
6000-0000-0000-43251-000 State Funds Lunch	0.00	(6,192.93)	6,192.93	---
6000-0000-0000-44551-000 Federal Funds Regular Lunch	0.00	(5,374.60)	5,374.60	---
6000-0000-0000-44552-000 Federal Funds Lunch - Reduced	0.00	(2,399.36)	2,399.36	---
6000-0000-0000-44554-000 Federal Funds Breakfast	0.00	(3,895.22)	3,895.22	---
<b>TOTAL 6000 SCHOOL NUTRITION REVENUE</b>	<b>\$ 0.00</b>	<b>\$ (70,208.71)</b>	<b>\$ 70,208.71</b>	<b>---</b>
<b>9990 STUDENT ACTIVITY</b>				
9990-0000-0000-40999-000 STUDENT ACTIVITY REVENUE	0.00	(2,143.43)	2,143.43	---
<b>TOTAL 9990 STUDENT ACTIVITY</b>	<b>\$ 0.00</b>	<b>\$ (2,143.43)</b>	<b>\$ 2,143.43</b>	<b>---</b>
<b>GRAND TOTAL</b>	<b>\$ (4,271,668.83)</b>	<b>\$ (3,412,427.29)</b>	<b>\$ (859,241.54)</b>	<b>20.11%</b>



# Veazie School Department

## Budget by Warrant Articles - Total

Report # 4833

Statement Code: Articles T

Account Number / Description	Adopted Budget 7/1/2017 - 6/30/2018	Amendments 7/1/2017 - 6/30/2018	Amended Budget 7/1/2017 - 6/30/2018	YTD Expended 7/1/2017 - 3/31/2018	Encumbrances 7/1/2017 - 3/31/2018	Amount Remaining 7/1/2017 - 3/31/2018	Percent Remaining 7/1/2017 - 3/31/2018
<b>Total Article 1 - Reg Instr.</b>	\$2,041,913.17	\$0.00	\$2,041,913.17	\$1,228,520.38	\$1,021.54	\$812,371.25	39.78%
<b>Total Article 2 - Sp/Ed Instr.</b>	\$678,978.35	\$0.00	\$678,978.35	\$291,080.11	\$0.00	\$387,898.24	57.12%
<b>Total Article 3 - CTE Instr.</b>	\$25,080.47	\$0.00	\$25,080.47	\$19,596.24	\$0.00	\$5,484.23	21.86%
<b>Total Article 4 - Other Instr.</b>	\$36,094.64	\$0.00	\$36,094.64	\$19,766.15	\$0.00	\$16,328.49	45.23%
<b>Total Article 5 - Stu &amp; Staff</b>	\$198,858.55	\$9,369.83	\$208,228.38	\$121,482.81	\$0.00	\$86,745.57	41.65%
<b>Total Article 6 - System Admin</b>	\$112,977.54	\$27,000.00	\$139,977.54	\$85,339.20	\$0.00	\$54,638.34	39.03%
<b>Total Article 7 - Schl Admin.</b>	\$104,516.52	\$0.00	\$104,516.52	\$81,632.27	\$0.00	\$22,884.25	21.89%
<b>Total Article 8 - Transport.</b>	\$143,300.00	\$0.00	\$143,300.00	\$97,019.28	\$0.00	\$46,280.72	32.29%
<b>Total Article 9 - Op &amp; Maint</b>	\$372,645.00	\$37,039.65	\$409,684.65	\$297,230.72	\$3,330.48	\$109,123.45	26.63%
<b>Total Article 10 - Debt Svc.</b>	\$269,165.12	\$0.00	\$269,165.12	\$269,150.01	\$0.00	\$15.11	0.00%
<b>Total Article 11 - Other</b>	\$40,000.00	\$0.00	\$40,000.00	\$40,000.00	\$0.00	\$0.00	0.00%
<b>Subtotal Adult Education</b>	\$1,760.00	\$0.00	\$1,760.00	\$392.94	\$0.00	\$1,367.06	77.67%
<b>TOTAL BUDGET</b>	\$4,025,289.36	\$73,409.48	\$4,098,698.84	\$2,551,210.11	\$4,352.02	\$1,543,136.71	37.64%





## MEMORANDUM FOR RECORD

TO: Mark Leonard, Town Manager  
CC: Veazie Town Council  
FROM: Benjamin F. Birch, Jr., Assessor  
Date: March 29, 2018



**RE: Assessor's Update as of March 29, 2018**

### **A. Senior Tax Lien Bill Decided – Committee vote splits three ways**

The Taxation Committee received a public hearing on Jan. 25, 2018, and work session sessions on Feb. 6, 20 and 27 on LD1629 – An Act to Protect the Elderly from Tax Lien Foreclosures.

As proposed, the bill makes several changes to the pre-foreclosure and post-foreclosure processes which. If enacted, could shift property tax burdens between classes of property taxpayers and make it more burdensome to administer the foreclosure process and more difficult to dispose of tax lien acquire property.

At the third and final work session on LD 1629, a representative from the Governor's Office provided the committee with an amended version of the bill. Although the amendment reduces the four page bill to four paragraphs, the provision of the amendment nevertheless shift administrative burdens onto municipalities, some more burdensome then others, and provide certain property taxpayers special treatment under the pre and post foreclosure processes.

With respect to the pre-foreclosure process, the change proposed by the governor requires municipal treasures to notify a homeowner when a tax lien certificate is filed with the registry of deeds, and the notice inform the delinquent taxpayer of the right to apply for a poverty tax abatement and the right to seek assistance from the state of Bureau of Consumer Credit Protection.

The proposed amendment to the post-foreclosure process impacts municipalities that elect to sell property previously owned by taxpayers 65 years of age or older who were receiving a homestead exemption. In this situation, if a municipality decides to sell the property, the home must be sold by a licensed broker at fair market value, or the price at which the property is anticipated by the licensed broker to sell within 90 days. The proceeds from the sale, in excess of the taxes owed, interest, fees and other expenses incurred by the municipality, including real estate broker fee, must be returned to the former owner.

After much discussion and a short break for partisan caucuses, the committee voted to support three different reports,

- The majority "ought to pass as amended: report on LD1629, supported by eight members of the committee, replaces the printed bill, amends he bill's title to An Act to Protect Homeowners from Tax Lien Foreclosures, with some wordsmithing, adopts the municipal pre-foreclosure notice requirement provisions proposed in the governor's



FOR IMMEDIATE RELEASE

CONTACTS: LISTED BELOW

## **MAINE HOME SALES AND VALUES REMAIN HEALTHY**

AUGUSTA (March 21, 2018)— Single-family existing home values in Maine continue to rise, and sales have remained in healthy territory. Maine Listings today reported that 822 homes changed hands in February, an increase of 5.93 percent compared to February 2017. The median sales price for homes sold reached \$194,450, up 8.03 percent, comparing February 2018 to February 2017. The MSP indicates that half of the homes were sold for more and half sold for less.

“In a tight, competitive real estate market, working with a REALTOR® is a smart move,” says Kim Gleason, 2018 President of the Maine Association of REALTORS® and Broker/Owner of McAllister Real Estate in Hallowell. “Available for-sale inventory in February 2018 was nearly two percent below a month ago and 16 percent below a year ago. REALTORS® have experience, industry relationships, and expert market insights to help sellers and buyers be informed decision-makers and successfully navigate their real estate transaction.

“REALTORS® across Maine report brisk activity and multiple offer situations in most markets. If you’re considering a move, early spring is the perfect time to spruce up your property, inside and out, to maximize its value and marketability.”

According to the National Association of REALTORS®, sales of single-family existing homes nationwide were up 1.8 percent in February, and the national MSP of \$243,400 represents a 5.9 percent increase from February 2017. Regionally, February sales in the Northeast dipped 7.2 percent, while the regional MSP increased 3.6 percent to \$258,900 compared to February 2017.

Below are two charts showing statistics for Maine and its 16 counties. The first chart lists statistics for the month of February only, statewide. The second chart compares the number of existing, single-family homes sold (units) and volume (MSP) during the rolling quarter of December, January, and February.

*(Continued)*

