



Veazie Town Council

Regular Meeting

May 21st, 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 May 7th, 2018 Regular Council Meeting minutes
- ITEM 6:** Comments from the Public

New Business:

- ITEM 7:** 2018 Paving Plan
- ITEM 8:** Sub Division Tentative Road Acceptance
- ITEM 9:** 2018-2019 Ambulance Contract Approval
- ITEM 10:** Donation Request

Old Business:

- ITEM 11:** Manager's Review Finalization
- ITEM 12:** Snowplow Contract Discussion
- ITEM 13:** Manager's Report
- ITEM 14:** Comments from the Public
- ITEM 15:** Requests for information and Town Council Comments
- ITEM 16:** Review & Sign of AP Town Warrant # 22. Town Payroll #23. School Payroll Warrant #23 and AP School Warrant #23.
- 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



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Agenda Items For May 21, 2018 Council Meeting

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 present the 2018 paving plan to Council for review and input.

ITEM 8: Council will discuss tentatively accepting the road and right of way for Ballymote Crossing Subdivision. Phil Ruck's letter dated April 13, 2018 has been included and will be used for discussion purposes.

Suggested Motion: I motion the Town tentatively agree to accept ownership of the current proposed road right-of-way as presented in the Ballymote Crossing Cluster Subdivision which is currently under review by the Planning Board, including stormwater management BMPs located within the right of way and the owner's designee will accept ownership of all other stormwater management BMPs located outside the right of way. Furthermore, it should be noted this is for planning purposes only and the road will not be fully accepted until it has been approved by an engineer it has been built to Town standards.

ITEM 9: Council will review the 2018-2019 agreement for Emergency Medical Services between the Town of Orono and the Town of Veazie. Agreement has been included for review.

Suggested Motion: I motion we authorize Manager Leonard to sign the agreement for emergency medical services between the Town of Orono and the Town of Veazie as presented.

ITEM 10: Council will review donation requests made to the Town.

Suggested Motion: I motion we donate \$225.00 to each of the (8) requesting entities as outlined in a memo from Manager Leonard dated May 18, 2018 referencing the donation requests.

ITEM 11: Council will finalize Manager Leonard's employee evaluation for 2017.

Suggested Motion: I motion we give Manger Leonard a \$10,000.00 salary for his position as Fire Chief and a 4% raise overall for his 2017 evaluation effective July 1, 2018.

ITEM 12: Council will discuss the current snowplowing/snow removal/salting/spring and fall roadside cleanup contract between the Town of Veazie and Lou Silver Inc.

(Option 1) Suggested Motion: I motion we direct Manger Leonard to open the snowplowing/snow removal/salting/spring and fall roadside cleanup contract between the Town of Veazie and Lou Silver Inc. and renegotiate a proposed contract to present at a Council meeting no later than the last meeting in July.

(Option 2) Suggested Motion: I motion we direct Manager Leonard to terminate the snowplowing/snow removal/salting spring and fall roadside cleanup contract with Lou Silvers's Inc. as outlined in the contract and prepare a new proposal for RFP to be presented to the Council for discussion no later than the last meeting in June.

**Veazie Town Council Meeting
May 7th, 2018**

Members Present: Chairman Chris Bagley, Councilor Paul Messer, Councilor Michael Reid, Councilor Jeff Manter, Town Manager Mark Leonard, Budget Committee Members Judy Horten, William Hogan and Jon Plummer and various members of the public.

ITEM 1: Call to order

Chairman Bagley called the meeting to order at 6:31 pm.

ITEM 2: Secretary to do the roll call:

All present

ITEM 3: Pledge of Allegiance

ITEM 4: Consideration of the Agenda

None.

ITEM 5: Approval of the April 23rd, 2018 Regular Council Meeting Minutes.

Councilor Jeff Manter made a motion, seconded by Councilor Paul Messer to approve the April 23rd, 2018 Regular Council Meeting Minutes as written. Voted 4-0-0. Motion carried.

ITEM 6: Comments from the Public

None.

New Business:

ITEM 7: Public Hearing on FY 2018-2019 Budget

Councilor Paul Messer made a motion, seconded by Councilor Jeff Manter to enter into the Public Hearing on FY 2018/2019 Budget at 6:33pm. Voted 4-0-0. Motion carried.

Councilor Paul Messer made a motion, seconded by Councilor Jeff Manter to exit the Public Hearing at 6:34pm. Voted 4-0-0. Motion carried.

Councilor Jeff Manter made a motion, seconded by Councilor Paul Messer to approve the FY 2018-2019 Budget as presented and prepare it for the Town Meeting scheduled for June 12, 2018. Voted 4-0-0. Motion carried.

ITEM 8: Citizen Involvement Appointment

Councilor Paul Messer made a motion, seconded by Councilor Michael Reid to approve the Citizen Involvement Application and appoint Michael Smart to the Historical Committee for a term of three years. Voted 4-0-0. Motion carried.

ITEM 9: Monthly Financial Review

The Council reviewed the year to date financials.

Old Business:

ITEM 10: Executive Session per 1 M.R.S.A section 405 (6) (A) to discuss a Personnel Matter

Councilor Michael Reid made a motion, seconded by Jeff Manter to go into Executive Session per 1 M.R.S.A section 405 (6) (A) to discuss a Personnel Matter at 6:44pm. Voted 4-0-0. Motion carried.

Councilor Michael Reid made a motion, seconded by Jeff Manter to exit Executive Session and return to regular session at 7:32pm. Voted 4-0-0. Motion carried.

ITEM 11: Manager's Report

Manager Leonard reviewed his report with the Councilor's.

Leaf and Brush has been scheduled for May 11th and Spring Cleanup day on May 12th with a purchase of a \$10.00 ticket for a truck load or trailer load. The VZ Day 5K Walk/Run will be August 11th this year.

ITEM 12: Comments from the Public

Resident Karen Walker wanted to remind everyone of the Historical Society event "Walking the Old Veazie Railroad" on May 9th at 6:00pm in the Council Chambers.

Resident Joe King a Korean War Vet wanted to thank the Fire Dept. and Police Dept. and everyone involved for his escort out of town to visit D.C. as a guest of Honor Flight Maine.

ITEM 13: Requests for information and Town Council Comments

None.

ITEM 14: Review & sign of AP Town Warrant #21, Town Payroll #22 & #22A, School Payroll Warrant #22 and AP School Warrant #22.

The warrants were circulated and signed.

ITEM 15: Adjournment

Councilor Michael Reid motioned to adjourn.

Councilor Paul Messer seconded. No discussion. Voted 4-0-0. Motion carried.

Adjourned at 8:00pm

True Copy Attest

Mark Leonard
Town Manager



April 13, 2018

John Larson
Code Enforcement Officer
Town of Veazie
1084 Main Street
Veazie, ME 04401

RE: Ballymote Crossing Cluster Subdivision

Dear Mr. Larson,

Per your request, Stillwater Environmental Engineering, Inc. (SEE) recently conducted a review for the Town of Veazie of the Ballymote Crossing Cluster Subdivision (Ballymote) submittal package, dated 3/27/18. As agreed, the scope of our engineering peer review was limited to stormwater management design, as well as erosion and sediment control during construction. We understand that remaining aspects of the proposed project (e.g. sanitary sewer and water supply design) were reviewed by others.

Section 33.8.8.2. of the Town of Veazie's Site Plan Review Ordinance states "Unless the discharge is directly to the ocean or a major river segment, stormwater runoff systems must detain or retain water such that the rate of flow from the site after development does not exceed the pre-development rate." The information submitted in Appendix G of the application includes a hydrology model based on a 24-hour 25-year rainfall event for both pre-development and post-development conditions. The HydroCAD results show that post-development flows appear to be significantly lower than pre-development flows for the 25-year event.

Based on our review, we have identified the following items from the preliminary Ballymote submission packet that should be addressed prior to final plan approval by the Town Planning Board:

- To comply with the Maine Department of Environmental Protection (MDEP) Municipal Separate Storm Sewer (MS4) General Permit, the Town has identified Meadow Brook as its priority watershed. Due to the size and location of the project (greater than 1 acre and within the Town's Priority Watershed) a minimum of three construction site inspections of the project are required to be documented by the Town or a third party inspector in order to meet the requirements of the MS4 General Permit. One of these inspections must be at project completion to ensure that all post-construction Best Management Practices (BMPs) were properly installed, and that final stabilization of the site has been completed. The applicant has included minimum weekly construction site inspections by the contractor in their application package (see Sheet C7). The MS4 permit compliance inspections mentioned above are required in addition to the contractor inspections.
- As of the date of our review, we understand that the MDEP has not confirmed the up-stream terminus of the tributary of Meadowbrook located in the project area. Based on the current contention by the applicant of where the stream begins, portions of the Watershed 3 (WS 3) Underdrained Soil Filter (USF) and the cul-de-sac located south of the WS 1 USF encroach on the 75' stream setback noted on Plan Sheets C1 and C2 (dated 3/27/18). As discussed with Town staff, a determination of whether stormwater management BMPs are considered a "structure" must be made. Depending on where the terminus of the tributary begins (i.e. north of Galway Drive), it is possible that the WS 5 and WS 7 USFs may also be located within the 75' setback.

Philip L. Ruck P.E., President

TELEPHONE (207) 949-0074

EMAIL pruck@stillwaterenv.com

WEBSITE www.stillwaterenv.com



SEE

- As noted on Plan Sheet C1, referenced above, the drainage ditch system associated with the Davis Drive extension north of Lots 1-3 appears to tie into the Town's MS4 system. During our review it was not clear if a connection to the Town's system is intended, and how the developer proposes to make this connection.
- Note #2 located in Underdrain Soil Filter Construction Criteria on Plan Sheet C6 (dated 3/27/18) states "Compaction of soil filter: Filter soil media and underdrain bedding material must be **compacted** to between 90 and 92% standard proctor." As per Chapter 7.1: Grassed Underdrained Soil Filters of the MDEP BMP Manual (May 2016), under Construction Components, "An 18-inch layer of **uncompacted** soil filter media" is recommended. Additionally, this guidance states under Compaction of Soil Filter, "Filter soil media and underdrain bedding material should be **applied to reach a bulk density** of between 90% and 92% standard proctor. The soil filter media should be installed in at least two lifts of nine inches to prevent pockets of loose media." We recommend replacing the current language with the text from the MDEP BMP manual in order to avoid any confusion by the contractor concerning compaction vs density, as mechanical compacting of the soil filter media is to be avoided.
- The Roof Dripline Filter Bed details found on Plan Sheet C9 (dated 3/27/18) do not include a specification for the underdrain layer for the system's perforated piping. We recommend the addition of the specification from Chapter 7.5: Roof Dripline Filters, of the MDEP BMP Manual which states "MEDOT 703.22 Type C underdrain material or 3/4" Dia. crushed stone."
- During our review, we could not determine the locations of the roof dripline filter bed underdrain piping outlets on Plan Sheet C1 referenced above. We assume from the topography of the site that many of the filter bed outlets would daylight into the proposed ditch system. We recommend adding the proposed locations of all outlet piping to the C1 Sheet. This will aid the Town in complying with the requirements of the MS4 General Permit concerning the locations of stormwater infrastructure connections to the Town's MS4 system for Illicit Discharge Detection and Elimination (IDDE) purposes.
- During our review, we noted that the plan set includes details and a typical plan view of erosion and sediment control practices for dwelling units, but does not include a comprehensive plan view of erosion and sediment control measures for the entire project, including the construction of the roads and USFs. We recommend the addition of an erosion and sediment control plan view in order to specify all erosion and sediment control measures for compliance during construction phase inspections. Due to the project's proximity to the tributary to Meadow Brook (Town's Priority Watershed), the location of all proposed erosion and sediment control BMPs must be clearly identified in the plan set.
- The Post-Development Drainage Plan found on Sheet D2 did not appear to include sufficient details corresponding to the HydroCAD submission for our review. Additional information such as sub-watershed boundaries, curve numbers, time of concentration flow paths, etc. should be identified more clearly in the Post-Development Drainage Plan. These items were identified in the Pre-Development Drainage Plan (Sheet D1).
- Based on our review of the post-development HydroCAD model in the submission packet, a 48" PVC storm drain was proposed under Galway Drive. Again, depending on the MDEP confirmation of the stream terminus, this location may result in a "stream crossing". Therefore, at this time, we are uncertain whether the proposed size of the storm drain will be sufficient to meet MDEP stream crossing standards.

From our review of the application submission, portions of the project appear to drain to the Town-owned MS4, which would require that a formal agreement be entered into between the Town and the project owner's designee (e.g. homeowners association, condominium association, etc). This agreement will define responsibilities for future maintenance and inspection requirements for the project's stormwater management system. An example of the agreement form is included in the Town's Post-Construction Stormwater Management Ordinance. These agreements are typically formalized prior to final subdivision approval by the Town Planning Board.



As discussed with Town staff, SEE has identified three potential options concerning the ownership of the development's roads and stormwater management system (e.g. ditches, culverts, catch basins, roof dripline filter beds, USFs, etc.) following construction. These options include:

1. The Town accepts ownership of the road right-of-way, including the ditch and culvert system and stormwater management BMPs, specifically the USFs. This option would require the establishment of drainage easements for stormwater management BMPs located outside of the right-of-way to allow for legal access by the Town for these BMPs. For MS4 compliance, the Town would then be responsible for the inspection and maintenance of all stormwater management components that it accepts. We would anticipate that future condominium owners would be responsible for the inspection and maintenance of the proposed roof dripline filter beds, as shown on Plan Sheets C1 and C2 (dated 3/27/18).
2. The Town accepts ownership of the road right-of-way, including stormwater management BMPs (e.g. ditch and culvert system, etc.) located within the right-of way. The owner's designee would accept ownership of all other stormwater management BMPs located outside of the right-of-way (e.g. roof dripline filter beds, USFs, etc.). For MS4 compliance, the Town would then be responsible for the inspection and maintenance of all stormwater management components that it accepts. The future condominium and individual lot owners would be responsible for the inspection and maintenance of all other stormwater management BMPs, as shown on Plan Sheets C1 and C2 (dated 3/27/18).
3. The owner's designee accepts ownership of the road right-of-way, including the ditch and culvert system and stormwater management BMPs, (e.g. USFs, roof dripline filter beds, etc.). The designee would be responsible for inspections and maintenance of the roadway, ditches, culverts, roof dripline filter beds, and USFs. For MS4 compliance, the designee would then be responsible for the inspection and maintenance of all stormwater management components for the proposed project.

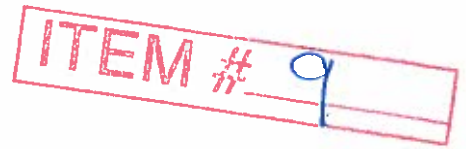
MS4 permit requirements include an annual Post-Construction inspection report, prepared by a certified third party inspector, would need to be submitted to the Town by May 1st each year, as per the Town's Post-Construction Stormwater Management Ordinance.

Other than the items we have noted above, we found no other issues related to the scope of our review that we believe are significant for this Preliminary Plan application. Please let me know if you have any further questions.

Sincerely,

Philip L. Ruck, P.E.

**Agreement for Emergency Medical Services
Town of Orono and Town of Veazie**



This agreement is made and entered into this ____ day of _____, 2018 by and between the Town of Veazie, located in the County of Penobscot, State of Maine, hereinafter referred to as "Veazie", and the Town of Orono, located in the County of Penobscot, State of Maine, hereinafter referred to as "Orono".

Whereas, Veazie has the need for paramedic and emergency ambulance coverage and;

Whereas, Orono, a Maine licensed emergency paramedic ambulance provider, provides paramedic and emergency ambulance service, and has the capability to provide such services;

Now, therefore, Veazie and Orono mutually agree to the following provisions for services by Orono to Veazie and its residents:

1. Services Provided

- a. Orono will provide a twenty-four hour, seven-day-a-week, paramedic ambulance service that shall respond promptly, efficiently and within a reasonable time frame to all calls for service originating within the town limits of Veazie.
- b. Orono agrees to make a good faith effort to put an ambulance en-route within 3-4 minutes of the tone. If Orono is unavailable to respond to the call, Orono will contact Regional Communication Center (RCC) to dispatch the appropriate EMS Services.
- c. Orono will provide for the residents of Veazie access to a paramedic staffed and equipped emergency ambulance with Maine licensed Emergency Medical Technician providers, of which at least one will be licensed at the paramedic level.
- d. Orono shall not leave its contract area without adequate mutual aid agreements and shall dedicate a minimum of one paramedic-equipped and staffed ambulance for emergency coverage.
- e. Orono, its staff, ambulance, and any quick response vehicles will be licensed at the Basic Level and permitted to the paramedic level by Maine Emergency Medical Services under provisions of Maine statute Title 32 M.R.S.A. Section 81 et. Seq. and Rules as promulgated by the Board of Maine Emergency Medical Services.
- f. Orono is, and will remain in good standing, as a participating provider under the terms of the Health Care Financing Administration and the State of Maine with the Federal Medicare program and the State MaineCare program.

Agreement for Emergency Medical Services Town of Orono and Town of Veazie

- g. Orono will respond to medical emergencies under the terms of this and other emergency ambulance and mutual aid from the Fire Station in Orono.
- h. Orono at a minimum will maintain under the terms of this agreement, its two existing paramedic-equipped ambulances based in Orono. Orono will maintain and house both said ambulances at the Orono Fire Department and provide ambulance service to the Town of Veazie as needed when available.
- i. Orono agrees to make a good faith effort to provide the ambulance, equipment, supplies, and services contemplated by this agreement. However, the parties acknowledge and agree that there may be circumstances beyond Orono's control that would prevent or delay the provision of the foregoing.

2. First Response

Veazie Fire Department will provide EMS First Response, when available, for all emergency medical calls in Veazie. Veazie shall notify Orono Fire Department when Veazie anticipates that its First Response will not be available during the day shift.

3. Subcontracting

Orono shall not subcontract or assign in total or in any part of its rights or obligations under the terms of this agreement without the express written consent of Veazie. Any effort to do so without such written consent shall be deemed a breach of this agreement. This clause shall not bar Orono or Veazie from participation in any mutual aid agreement with any other ambulance service to provide services to Veazie or Orono in the event of a disaster.

4. Insurance

- a. Orono shall procure and maintain at its expense, during the term of this agreement, Public Liability Insurance for bodily injury and for property damage to any persons and/or property for services provided by Orono that may occur under the provisions of this agreement. Said insurance shall be, at a minimum, in the amount equal to the liability limit set forth in the Maine Tort Claims Act (14 M.R.S. §§8101 to 8118), as may be amended from time to time. Veazie shall also carry Workers' Compensation coverage for its personnel providing services under this agreement.

**Agreement for Emergency Medical Services
Town of Orono and Town of Veazie**

- b. Veazie shall procure and maintain at its expense, during the term of this agreement, Public Liability Insurance for bodily injury and for property damage to any persons and/or property for services provided by Veazie that may occur under the provisions of this agreement, said insurance shall be, at a minimum, in the amount equal to the liability limit set forth in the Maine Tort Claims Act (14 M.R.S. §§8101 to 8118), as may be amended from time to time. Veazie shall also carry Worker's Compensation coverage for its personnel providing services under this agreement.

5. Costs

Except as otherwise provided in this agreement, Orono shall bear all costs and expenses incurred in connection with this agreement, including all Orono costs of equipment and vehicles, all costs of employees engaged in the execution of this agreement, and all expenses of preventive maintenance, upkeep and other expenses involved in the execution of this agreement. Orono shall bill, collect and own all patient service fees arising out of its services hereunder.

- a. Veazie agrees to bear all costs and expenses related to its personnel, equipment, or supplies and assume all liability that arises out of the negligence by the Town of Veazie, or its personnel, volunteers, or anyone else acting under its authority or with its permission, express or implied.

6. Special Services

- a. Orono will provide, at no cost to Veazie, restocking of disposable medical supplies used by Veazie emergency first responders in the course of patient services provided under this agreement. This consists of a one for one swap of supplies used at a medical call. Veazie shall notify Orono of the supplies that need to be restocked. At Orono's discretion, Veazie may swap out supplies that may have an expiration date providing they have not expired and may still be used.
- b. Orono will assist Veazie as possible with the acquisition of durable medical equipment used in the course of patient services provided under this agreement.
- c. Orono will provide two (2) portable oxygen cylinders and one (1) spare cylinder. Cylinders may be swapped out as necessary.

Agreement for Emergency Medical Services Town of Orono and Town of Veazie

- d. Orono will provide for local emergency medical and ambulance services as is called for in this agreement. Transfers of a non-emergent variety will be handled on a case by case basis and at the sole discretion of the Town of Orono.

7. Term

This agreement shall take effect July 1, 2018 and shall terminate June 30, 2019. This agreement may be extended by Veazie and Orono for an additional three-year period by mutual written agreement of both parties.

The Towns of Orono and Veazie will review the contract for performance and financial impact by March 2019 to ensure the agreement is beneficial for both communities.

8. Reimbursement for Response Services

Veazie shall reimburse Orono \$200.00 per call for all EMS calls they respond to and arrive at in Veazie. Veazie will provide reimbursement upon receipt of a quarterly bill from Orono.

9. Breach

In the event of a breach of any terms or conditions of this agreement, the non-breaching party may, at its option, terminate same, provided however, that written notice be given to the other party of any such alleged breach and that the said party fails to cure same within thirty (30) days of receipt of said notice. Either party, at its option, may waive such a breach. A waiver shall not be construed to be a continuing waiver of further breaches.

10. Applicable Notice

Any notice under this agreement shall be in writing and shall be sent to the Town Manager and the Fire Chief or his or her designee of the respective municipality at its regular mailing address.

11. Laws and Jurisdiction

This agreement and the terms hereof shall be governed by the laws of the State of Maine. Venue and jurisdiction for any dispute regarding this agreement shall be at Penobscot County, Maine, in the courts of the State of Maine.

**Agreement for Emergency Medical Services
Town of Orono and Town of Veazie**

12. Integration

This agreement is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. No course of prior dealings between the parties and no usage or trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this agreement. No representations, understandings, or agreement have been made or relied upon in making this agreement other than those specifically set forth herein. This agreement can only be modified in writing and signed by both parties hereto or their duly authorized agents.

13. Termination

Either party may terminate this agreement effective on April 1st of each year, without cause upon providing the other party with written notice of termination at least six (6) months prior to the termination date.

The Town of Orono and the Town of Veazie each reserve the right, after consulting with the other, to re-open or opt out of the contract or, if deemed necessary, to shut down an ambulance due to budgetary constraints or because of other performance concerns.

In Witness Whereof, the parties have signed this agreement the day, month and year first written above.

Town of Veazie

By: _____
Mark Leonard, Town Manager

Town of Orono

By: _____
Sophia L. Wilson, Town Manager

Town of Veazie

Memorandum

ITEM # 10

To: Veazie Town Council
From: Mark Leonard, Town Manager
Date: May 18, 2018
RE: Donation Request

As we near the end of our fiscal year it is time to review our donation requests. Much like each year we received more request for more money than is in the budget. We currently have approximately \$1,800.00 available to donate. Below are the requests we have received to date:

1. Eastern Area Agency on Aging: \$300.00
2. MPBN: \$100.00
3. The Lifeflight Foundation: \$960.00
4. Community Health and Counseling Services: \$370.00
5. American Red Cross: \$500.00
6. Penquis: \$3,979.00
7. Partners for Peace: \$100.00
8. Aliza Jean Family Cancer Foundation: No specific request made. *other donations range from \$500.00 to \$9,500. Organization is based out of Skowhegan*

Total Request = \$6,209.00

Last year we donated money to the following entities:

1. Gateway Seniors without walls: \$500.00
2. Lifeflight Foundation: \$366.67
3. MPBN: \$100.00
4. Community Health and Counseling: \$366.67
5. Penquis Cap: \$366.67
6. Spruce Run: \$100.00

Total= \$1,800.01

I have the specific donation requests available for if you choose to view them. Please let me know if you need additional information to assist in the decision-making process.

TOWN OF VEAZIE

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

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

ITEM # 12 ORIGINAL

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

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

Federal ID/ SS Number: **01027056900**

DOT Number: **754520**

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

Services and Terms

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

Independent Contractor

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

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

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

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

TOWN OF VEAZIE

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

THE CONTRACTOR AGREES TO PERFORM THE FOLLOWING WORK:

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

TOWN OF VEAZIE

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

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

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

Times of Plowing:

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

Times of Cleanups:

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

Material to be used for icing:

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

Equipment Breakdowns:

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

TOWN OF VEAZIE

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

Insurances/Bonds:

Provide proof of the following insurance/bond coverage:

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

Breach of contract:

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

Termination:

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

TOWN OF VEAZIE

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

Emergency Clause:

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

Indemnification:

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

Terms of the contract:

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

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

Re-Assignment of Contract:

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

TOWN OF VEAZIE
Snowplowing/Snow Removal/ Salting / Spring and
Fall Roadside Cleanup Contract

Price:

Price for this contract are as outlined below:

2013: \$87,500.00

2014: 87,500.00

2015: \$87,500.00

2016: \$87,500.00

2017: \$87,500.00

2018: \$87,500.00

2019: \$87,500.00

2020: \$87,500.00



Signature of Authorized Contractor's Representative

3/13/14
Date



Signature of Authorized Town Representative

3/12/14
Date

Manager's Report For May 21, 2018 Council Meeting

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

Matt Polo and I surveyed the Town to determine what areas may need new signs installed and/or replaced. This will include the signs for the Cemetery roads which were named by the Cemetery Committee. Additionally, we discussed the need for stands that will hold the water tanks at the Cemetery as well as the community garden and adding soil to the garden boxes. This work will occur over the next few weeks.

Work on Davis Drive is progressing and is expected to be completed ahead of schedule. I have spoken to Barney regarding additional parking at the new Davis Forest. He agreed to add the additional parking while the rest of the road work in the area is completed.

Office Staff has worked diligently to implement a new program so we could have people register online for the Veazie 5K. I'm happy to report this has been completed and the link is active. I am hoping to grow the event off the success of it last year.

Principal Cyr, myself and the editor worked to complete the 3rd edition of the Viking as scheduled and has been mailed to all business' and residents. We continue to receive positive feedback from this joint venture.

Principal Cyr and I have also met with Sutherland/Weston as we are nearing the completion of the branding project. Our goal is to unveil the new material at the Town meeting scheduled for June 12.

I attended the Maine Chiefs of Police Board of Directors meeting at the Criminal Justice Academy where we discussed numerous topics. We also spoke about the recent killing of Cpl. Eugene Cole in Somerset County as well as the follow up investigation and funeral services. Following this tragic event numerous agencies and people came together and worked exceptionally well together. All are to be commended for bringing a quick resolve to the event.

The President of the Maine Chiefs asked me to participate in a review of the Maine Chief's memorial wall policies and procedures. The policies have not been updated for numerous years. I have attended the first meeting in which we developed objectives for the Committee.

A/C Metcalf, Sgt. Fizell and myself attended the graduation at Cross Insurance Center for two of our student firefighters. Congratulations to FF Burt and FF Long.

Due to a scheduling conflict, I was unable to attend the cleanup event at Graham Senior housing. I was able to go the day before with some residents to help remove several trees. They were very happy with the work we completed and it also appears from the pile of brush they had a successful cleanup day.

Manager's Report

For May 21, 2018

Council Meeting

I am happy to report this year's Town spring cleanup went the best out of all the ones I have participated in. Thank you to all that help make this such a success. The slight fee we charged was well received by many.

I had the honor of attending a few days of national police week which was held in Washington DC. With Officer Gardner from the Police Department, his family and several other Officers from the State of Maine. I attended because Officer Gardner's brother, Christopher Gardner, was added to the National Fallen Law Enforcement Memorial. Chris passed away in 2016 after succumbing to injuries he received while working. The entire event was extremely powerful and I feel very fortunate to have had the opportunity to attend.

I met with Mike Hopkins from Hopkins Paving to discuss a few areas needing paving attention. These areas are in addition to the roads I will suggest we pave this year.

The Cemetery Committee has been working diligently to get the Cemetery in shape for Memorial Day. I would like to thank them for all of their hard work.

The book for the Town Meeting has been completed and sent to the printer. Thank you to Julie Strout for her hard work in getting this completed.

Last month a school employee as well as a Police Officer attended school security training. This month, Principal Cyr and I will attend another security training seminar. Once the training is complete, we will review and discuss elements of both training sessions to determine if security at the school needs to be updated. Just one more example of the many things we are doing together to make sure the school is safe.

Principal Cyr has asked if I would cook at the end of year BBQ for the last day of school. I agreed too and so has Chairman Bagley. Principal Cyr has also extended an invitation to any Council or Town employee that wants to attend the BBQ and have lunch with the students. I have done this for several years and it is always a great time.

I met with the "Principal of the Day" and discussed numerous items. It talking to him I certainly believe he has a bright future and is a wonderful addition to the Veazie Community School as he just came to us from another school district. I wished him luck with whatever his future holds.

Attachments:

1. Letter ref Tree City Status
2. Thank you note to Manager Leonard

Town Manager Mark Leonard
1084 Main Street
Veazie, ME 04401

Dear Tree City USA Supporter,

On behalf of the Arbor Day Foundation, I write to congratulate Veazie, Maine on earning recognition as a 2017 Tree City USA. Residents of Veazie, Maine should be proud to live in a community that makes the planting and care of trees a priority.

Veazie, Maine is one of more than 3,400 Tree City USAs, with a combined population of 140 million. The Tree City USA program is sponsored by the Arbor Day Foundation in partnership with the U.S. Forest Service and the National Association of State Foresters.

If ever there was a time for trees, now is that time. Communities worldwide are facing issues with air quality, water resources, personal health and well-being, and energy use. Veazie, Maine is stepping up to do its part. As a result of your commitment to effective urban forest management, you are helping to provide a solution to these global challenges.

We hope you are excited to share this accomplishment. Enclosed in this packet is a press release for your convenience as you prepare to contact local media and the public.

State foresters are responsible for the presentation of the Tree City USA flag and other materials. We will forward information about your awards to your state forester's office to coordinate presentation. It would be especially appropriate to make the Tree City USA award a part of your community's Arbor Day ceremony.

Again, we celebrate your commitment to the people and trees of Veazie, Maine and thank you for helping to create a healthier planet for all of us.

Best Regards,



Dan Lambe
President

cc: David Wardrop

enclosure

FOR IMMEDIATE RELEASE:

Arbor Day Foundation Names Veazie, Maine Tree City USA

Veazie, Maine, ME, was named a 2017 Tree City USA by the Arbor Day Foundation in honor of its commitment to effective urban forest management.

Veazie achieved Tree City USA recognition by meeting the program's four requirements: a tree board or department, a tree care ordinance, an annual community forestry budget of at least \$2 per capita and an Arbor Day observance and proclamation.

"Tree City USA communities see the impact an urban forest has in a community first hand," said Dan Lambe, president of the Arbor Day Foundation. "Additionally, recognition brings residents together and creates a sense of community pride, whether it's through volunteer engagement or public education."

Trees provide multiple benefits to a community when properly planted and maintained. They help to improve the visual appeal of a neighborhood, increase property values, reduce home cooling costs, remove air pollutants and provide wildlife habitat, among many other benefits.

More information on the program is available at arborday.org/TreeCityUSA.

About the Arbor Day Foundation: The Arbor Day Foundation is a million member nonprofit conservation and education organization with the mission to inspire people to plant, nurture, and celebrate trees. More information is available at arborday.org.

american greetings



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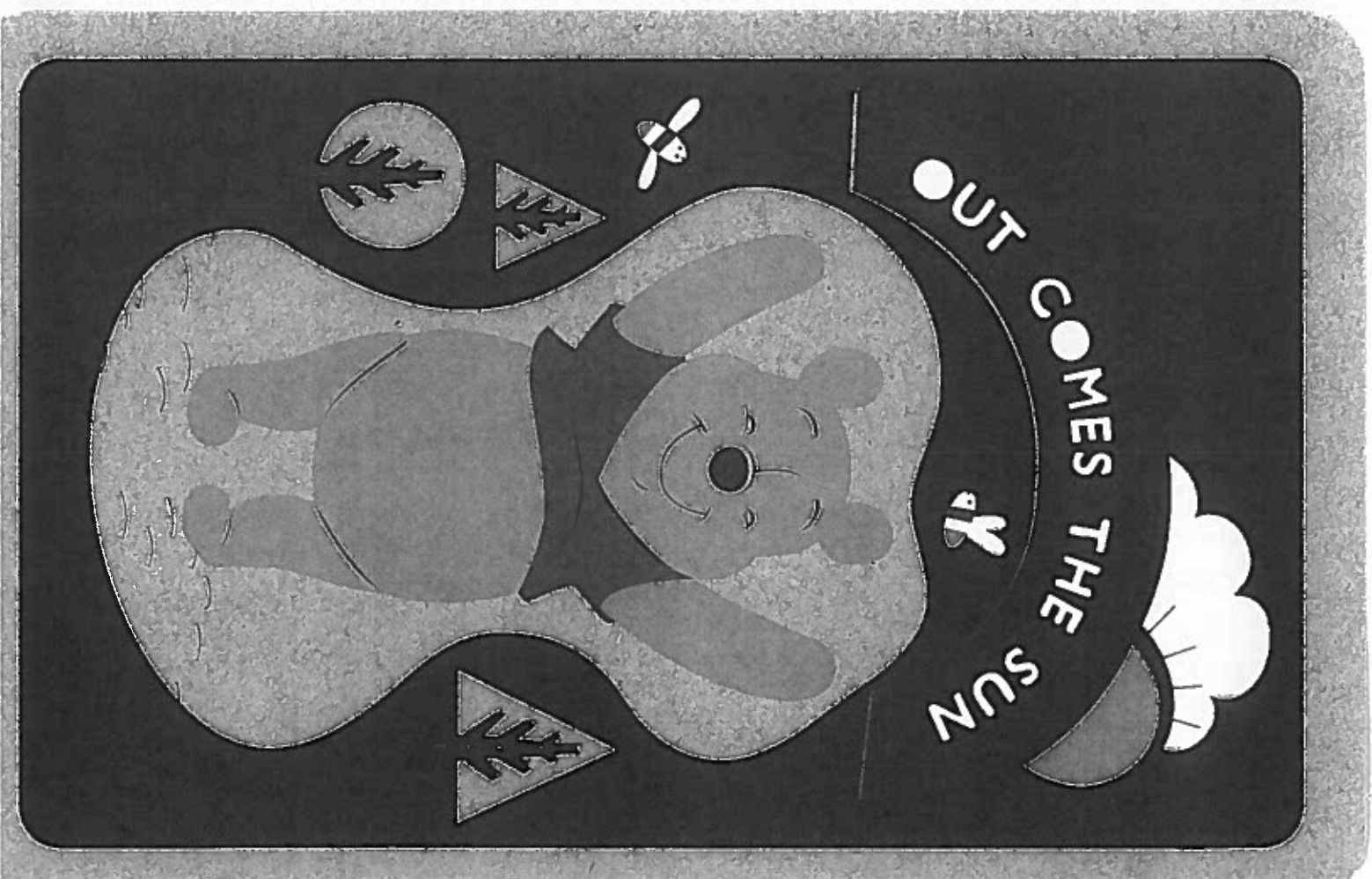
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It's a BEE-utiful day
to say Thank You!

Thank you,
Betsy & Munkland
help making our
area look so
nice!
Ethie, Noreen

Thank you
Betsy & Munkland
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Hunny

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