



Veazie Town Council

Regular Meeting

June 12, 2018 at 7:00 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 21st, 2018 Regular Council Meeting minutes
- ITEM 6:** Comments from the Public

New Business:

- ITEM 7:** Marketing/Branding Product Reveal
- ITEM 8:** Town Office Closure Request
- ITEM 9:** Schedule Special Meeting

Old Business:

- ITEM 10:** Lou Silver Inc. Contract Discussion
- ITEM 11:** Manager's Report
- ITEM 12:** Comments from the Public
- ITEM 13:** Requests for information and Town Council Comments
- ITEM 14:** Review & Sign of AP Town Warrant # 23. Town Payroll #24 and 25. School Payroll Warrant #24 and AP School Warrant #24.
- ITEM 15:** 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 June 12, 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: Superintendent Cyr and Manager Leonard will present the new marketing/branding material the Town has been working on for nearly a year.

ITEM 8: Staff is requesting again this year, the ability to close at noon time on June 29, 2018 so they are able to conduct end of year business.

Suggested Motion: I motion we authorize the closure of the Town Office on June 29, 2018 at noon time so staff can complete end of year business.

ITEM 9: Per the Town Charter, a meeting needs to occur within 5 days following the regular Town Election and at said meeting, Council members-elect shall be sworn to the faithful discharge of their duties by the Town Clerk or an official authorized to administer oaths of office. Staff recommends this occur prior to June 15th as the Charter does not specify if it's 5 business days or not. If we were to have it on the 18th we would be outside the 5 days as described.

Suggested Motion: I motion we hold a special meeting on June 15th at 4:00PM at the Municipal Building so Council members can be sworn in, a Council Chair can be elected and future meeting schedule be set.

ITEM 10: Council will continue the discussion on the Snowplowing/Snow Removal/Salting/Spring and Fall Roadside Cleanup Contract with Lou Silver Inc. The contract has been reviewed by legal staff as well as Manager Leonard and has been provided in Council Packet for review and follow up discussion.

**Veazie Town Council Meeting
May 21st, 2018**

Members Present: Chairman Chris Bagley, Councilor Paul Messer, Councilor Michael Reid, Councilor Jeff Manter, Town Manager Mark Leonard, Council Secretary Julie Strout, Barney Silver 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

None.

ITEM 5: Approval of the May 7th, 2018 Regular Council Meeting Minutes.

Councilor Paul Messer made a motion, seconded by Councilor Jeff Manter to approve the May 7th, 2018 Regular Council Meeting Minutes as written. Voted 4-0-0. Motion carried.

ITEM 6: Comments from the Public

Citizen Karen Walker commented on The Viking and how well everyone liked it.

New Business:

ITEM 7: 2018 Paving Plan

Manager Leonard reviewed the 2018 paving plan with the Council. It was previously approved to pave Chase Road from State Street to Long Meadow Drive and Buck Hill from intersection of Jackson Drive to the cul-de-sac.

ITEM 8: Subdivision Tentative Road Acceptance

Councilor Paul Messer made a motion, seconded by Councilor Jeff Manter that the Town tentatively agrees 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 BMP's located within the right of way and the owner's designee will accept ownership of all other stormwater management BMP's located outside the right of way. 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 and it has been built to Town standards. Voted 4-0-0. Motion carried.

ITEM 9: 2018-2019 Ambulance Contract Approval

Councilor Jeff Manter made a motion, seconded by Councilor Paul Messer to authorize Manager Leonard to sign the agreement for emergency medical services between the Town of Orono and the Town of Veazie as presented. Voted 4-0-0. Motion carried.

ITEM 10: Donation Request

There were 8 donation requests this year from the following: Eastern Area Agency on Aging, MPBN, The Lifelight Foundation, Community Health and Counseling Services, American Red Cross, Penquis, Partners for Peace and Aliza Jean Family Cancer Foundation.

Councilor Michael Reid made a motion, seconded by Councilor Jeff Manter to 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. Voted 4-0-0. Motion carried.

Old Business:

ITEM 11: Manager's Review Finalization

Councilor Jeff Manter made a motion, seconded by Councilor Paul Messer to give Manager 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. Voted 4-0-0. Motion carried.

ITEM 12: Snowplow Contract Discussion

Councilor Michael Reid made a motion, seconded by Councilor Jeff Manter to direct Manager 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 June. Voted 4-0-0. Motion carried.

ITEM 13: Manager's Report

Manager Leonard reviewed his report with the Councilor's.

ITEM 14: Comments from the Public

None.

ITEM 15: Requests for information and Town Council Comments

Councilor Reid wanted to know when the litter street signs were being put out and Chairman Bagley wanted to clarify that the next Council meeting is on Tuesday, June 12th at 7:00pm at the school before the Town Meeting.

ITEM 16: Review & sign of AP Town Warrant #22, Town Payroll #23, School Payroll Warrant #23 and AP School Warrant #23.

The warrants were circulated and signed.

ITEM 17: Adjournment

Councilor Paul Messer motioned to adjourn.

Councilor Michael Reid seconded. No discussion. Voted 4-0-0. Motion carried.

Adjourned at 7:32pm

True Copy Attest

Julie Strout, Deputy Clerk

ITEM # 10

TOWN OF VEAZIE

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

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Contractor's Name: Lou Silver Inc.

Address: 1558 State Street Veazie, Maine 04401

Phone number: 207-942-8074

Federal ID/ SS Number: 01027056900

DOT Number: 754520

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

Services and Term of Contracts

~~Provide The Contractor agrees to 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 ~~annual~~ Spring and Fall Roadside clean-up as indicated in the general requirements of this contract.

Independent Contractor

~~You and your Contractor, its~~ 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 Contractor,~~ and ~~you Contractor~~ 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~~ Contractor shall be responsible for maintaining your equipment in a safe, operable, and legal condition.

~~As an independent contractor, you will~~ Contractor shall 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~~ Contractor has the right and duty to supervise and control ~~your its~~ employees, agents, and equipment. The Town, ~~or its agent personnel~~ has the right to inspect work performed and notify ~~you Contractor~~ 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-Contractor~~ 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-The Town~~ reserves the right to verify all equipment, its condition and capacity.
- ~~You-areContractor is~~ 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 requiredContractor shall~~ to push back all banks or remove snow from roadsides to allow for adequate viewing distance.
- All drifting prevention measures ~~shall be at the~~ ~~are at the Contractor's~~ sole discretion ~~of you. We-areThe Town is~~ not responsible for the purchase or placement of any such measures that ~~you-determineContractor deems-are~~ necessary.
- ~~You-areContractor is~~ 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.
- ~~Contractor is solely liable for any andAll damages to residents' property resulting from the performance of this Contract, including mailboxes, shall be the responsibility of you. Should Contractor fail to timely repair or otherwise remedy such damage, and the Town, in its judgment, determines to take it upon itself to remedy the damage, the Contractor will fully reimburse the Town for the cost of such remedial measures. Failure to remedy by you will result in full reimbursement to us for all costs to remedy.~~

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TOWN OF VEAZIE

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

- ~~Contractor will immediately replace all essential~~ street signs ~~that are knocked over during storms, and will replace all nonessential signs as soon as reasonably possible, shall be replaced by you as soon as possible if it's a nonessential sign. If circumstances require, essential signs may be replaced with a temporary sign determined that it's and essential sign it must be replaced immediately if only with a temporary sign until a permanent sign can be installed.~~
- ~~Once Each Spring Season and once each Fall season, you Contractor~~ 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, ~~Contractor will dispose of the leaves will be disposed of by you at a predetermined location. Contractor will chip all the brush will be chipped by you and disposed of by you in a predetermined location.~~

~~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 the Contractor~~ 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 Contractor will plowing at any time the depth of snow exceeds one and one-half inches (1 1/2") either from snow fall or drifting, and at any time, at the request of, 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 Spring and Fall Roadside Cleanups:

The dates of these event will be ~~set by agreement upon by us and you by the Town and the Contractor. The parties agree that the intent and purpose of the cleanups is for with an emphasis on Fall cleanup occurring to take place prior to snow fall and Spring cleanup occurring to take place after snow and ice have melted. We The Town is will be~~ responsible for advertising the dates of these events.

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

Materials to be used for salting:

We agree to the Town will purchase and provide to you salt for the performance of this Contract. Materials purchased by the Town will be applied only to Veazie Roads, sidewalks, and all Municipal parking lots only. You Contractor shall not be authorized to utilize sand or salt materials for any purpose of the contract except as may be authorized by the Road Commissioner. You will be required to Contractor shall notify the Town us when additional salt supplies run low, and shall provide such notice with sufficient time to ensure maintenance of shall be ordered to maintain an adequate stockpile for future applications.

Equipment Breakdowns:

In the event that any and/or all of your Contractor's equipment become inoperable or unavailable, you Contractor shall hire additional replacement equipment, and any necessary operators, at your-its expense. If, as a result of Contractor's failure to maintain equipment sufficient to perform this Contract, the Town you fail to do so, we may- is required to hire replacement equipment and operators, as we deem necessary and the cost of this shall be withheld from payment to you Contractor shall be responsible for the associated expense to the Town.

Insurances/Bonds:

The Contractor shall carry and maintain insurance throughout the period of this Contract at the Contractor's sole expense, and shall, upon request of the Town, provide proof of the following insurance/bond coverage:

- Contractor will maintain Worker's Compensation must be provided insurance in accordance with Maine Law.
- Contractor will maintain General Liability insurance with minimum coverage as follows:
\$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 The Contractor shall furnish a performance bond, satisfactory to us the Town, 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 the Town within 30 days of the award of this

TOWN OF VEAZIE

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

contract. Thereafter, ~~you the Contractor~~ shall provide the performance bond to ~~us the Town~~ by August 1st of each succeeding year of the ~~C~~contract in the amount of the applicable contract price. Failure to provide the bond(s) shall constitute a ~~default~~~~failure to perform.~~

- ~~We The Town~~ shall be listed as additional insured on ~~your policy~~~~all insurance policies.~~

Breach of contract:

If ~~Contractor you fails to perform in the time and manner specified, or otherwise are in violation of violates~~ 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 ~~C~~contractor by certified mail setting forth the basis for the Town's complaint. Upon receipt of such notice, ~~you Contractor~~ 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 the Contractor is~~ not in compliance with the terms of this ~~C~~contract, the Town Manager or his/her designee ~~will may~~, by certified letter, notify ~~you the Contractor~~ to discontinue all work to be performed under this contract. The Town may thereupon, by contract or otherwise, complete the work. ~~In the event of complete or partial termination, the Municipal Officers may deduct and withhold from the contract price an amount equal to the cost incurred by the Town in obtaining and compensating a substitute contractor to complete the work covered by the contract as well as any incidental or consequential damages including attorney's fees incurred by the Town. -and you will be liable for costs which exceed the rate provided in this agreement. Such charges shall be deemed liquidated damages. You Contractor~~ 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.

Entire Agreement:

~~This Contract constitutes the entire agreement between the parties with respect to the subject matter of this Contract.~~

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Amendment:

~~This Contract may not be modified or amended except by writing signed by both parties.~~

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

Notices:

All notices required or contemplated by this Contract shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the parties as follows:

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To Town:

Town of Veazie
Mark Leonard
Town Manager
1084 Main Street
Veazie, Maine 04401

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To Contractor:

Lou Silver, Inc.
General Manager
1558 State Street
Veazie, Maine 04401

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Or to such other addresses as the parties may designate in writing.

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 Contractor's costs for these items may be allowed as an extra item for payment under this contract.

Indemnification:

The Contractor agrees to defend, indemnify and hold harmless the Town of Veazie and its agents, officials, officers and employees from and against all claims, damages, losses, and expenses including costs and reasonable attorneys' fees arising out of or resulting from the performance of the work contemplated by this contract, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from, and (b) is caused in whole or in part by any negligent act or omission of the Contractor or any of its officers, agents, employees, representatives, subcontractors, any one directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable for regardless of whether or not it is caused in part by a party indemnified hereunder. The Contractor shall, at its own expense and costs, defend and protect said indemnified parties against all of such claims and demands.

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

The maintenance of insurance as required by this Contract will not in any manner affect the Contractor's obligation to defend, indemnify and hold harmless the Town, its agents, officials, officers and employees, but maintenance of such insurance shall be a condition precedent to the payment to the Contractor of the compensation for the work and services provided herein. 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.

Funding and Non-appropriation:

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This Contract, including any extensions thereof, is made subject to available budgetary appropriations and shall not create any obligation on behalf of the Town in excess of such appropriations.

In the event that no funds or insufficient funds are appropriated and or budgeted for contract payments due under this Contract, the Town may elect to terminate this Contract in accordance with this paragraph. The Town's election to terminate this Contract under this paragraph must be exercised by delivering its prior written notice of its intent to terminate together with a certified statement by an authorized official indicating that insufficient sums have been appropriated or budgeted for the ensuing fiscal year of the contract. Termination of this contract will be effective immediately upon receipt of this notice and the Contractor will discontinue all work to be performed under this agreement, and the Contractor will be relieved of the duties listed in this contract without further reimbursement or payment.

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:

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

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

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

Date

Signature of Authorized Town Representative

Date

Manager's Report For June 12, 2018 Council Meeting

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

The contract for ambulance services was approved at the last Council meeting. I have since signed the contract and returned it to the Town of Orono for execution which will be at their June 11th Council meeting.

I attended a training on school safety in Augusta with Superintendent Cyr recently which was well attended by individuals from all over the State. The training was not what we expected, but we did gain new ideas on how to improve school safety. Superintendent Cyr and I will meet with other staff members to review the School's Plan and determine if updates or changes are needed.

New stands for the water tanks at the Cemetery as well as the Community Garden have been constructed and installed by Matt Polo. Myself and Andy Brown installed water control devices on the water tanks and the Fire Department has filled the tanks with water so they are ready for use. I would like to thank all those involved in this project.

I have been in contact with an area business to discuss the purchase of property from them. I have done my due diligence on the purchase request and will be making a presentation to the Council in the near future.

I have received several great comments on the appearance of the Cemetery this year. The Cemetery Committee put in a lot of hard work in order to have the flags and flowers placed before Memorial Day. On the recommendation of Town Forester Wardrup, we hired Madden's Logging to grind all the leaves and brush that has accumulated over the years near Sections 10 and 11. I am pleased to say this area has a much better appearance. The street signs for the Cemetery shall be installed soon and I have been in contact with a local company about resetting 3 stones that have fallen in disrepair in Section 6, I will update the Council as soon as the work is complete. I would like to thank everyone involved in making the Cemetery look great.

During the Regional Dispatch Board meeting, we discussed the change of RCC taking over Bangor's 911 calls as well as a presentation I made on changes to the by-laws which govern the PRCC Board.

I, along with Chairman Bagley attended an Arbor Day celebration that was held at the School as well as the new park which was well attended. I would like to thank Forester David Wardrup, members of the Conservation Commission as well as the students and teachers of VCS for making this event successful.

A/C Metcalf and I had our first meeting with FEMA in regards to the reimbursement request I submitted resulting from the wind storm during October of last year. At this point, it appears the Town will receive some reimbursement. A/C Metcalf and I will continue to provide all the necessary information to FEMA but as is true with most Federal programs, it may take some time before we receive the reimbursement.

Manager's Report For June 12, 2018 Council Meeting

The branding/marketing material we have been working on for nearly a year has been finalized. The official presenting/unveiling of the material will take place at the Town meeting on June 12th. I am very pleased with the product and believe the material will be beneficial to the Town as a whole.

On behalf of the Board of Directors, the Director of the Dispatch Center as well as the Director of the IT Department, I attended the Penobscot County Commissioners meeting in support of their request to add personnel to assist them on an ongoing mapping project. The Commissioners tentatively approved the request pending additional information.

I along with Superintendent Cyr and the new Business Manager for the Veazie Community School met with representatives from Katahdin to discuss the most efficient way to transition from the Hampden Business Office to the Veazie School Business Office. I believe this transition will go well.

I met with the Town Financial Advisor from Katahdin to discuss how well we did on our investments last year. I will meet with them again in August to discuss what our options are for next year. The move to Katahdin for our investments has been nothing but positive.

The Planning Board held a public hearing regarding the Ballymote Subdivision in which I attended. The plan has been approved and I anticipate the project to begin shortly. The Subdivision will be great for the community and an opportunity for more residents which we have not seen for a while. I would like to thank the Planning Board and the Town's Code Enforcement Officer who put numerous hours and a lot of hard work into this project. I would also like to congratulate Kevin and Cathy Tilton as well as Plymouth Engineering on the approval.

I was notified by A/C Metcalf on Wednesday that he located a cylinder on the ladder truck that was leaking hydraulic fluid. He contacted the manufacture and they determined the vehicle needed to be brought to Brunswick to be repaired. Unfortunately, the truck will be out of service for 5 to 10 days. There is never a "good" time to have a Fire vehicle out of service, but we are fortunate this did not occur a few weeks ago as we were the only ladder truck north of Bangor and were on standby for Orono and Old Town while their ladders were out of service.

I would like to thank Andy Brown for marking the parking lot at the new park as well as Davis Forest.

Progress continues on the buildout of the new Police quarters. The installation of the new alarm system for the entire building will begin on Monday, June 11th.

I am happy to report that all catch basins in the Town of Veazie have been cleaned. This is the first time in recent memory they have all been done. Overall approximately 65 yards of material was removed from them. Thank you to Allen Environmental for completing this project in a very timely fashion.

Manager's Report For June 12, 2018 Council Meeting

I have presented the updated contract to Barney Silver and he and I have discussed the changes. He requested additional time to review the contract but on first reading he has no concerns.

The school has had several successful students participate in events both locally and outside the state. I will be working with Principal Cyr so we can recognize all of the students.

Attachments:

1. Agenda and Financials from June 4th School Board Meeting
2. Public Notice ref changes to Maine Coastal Program

**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: June 4, 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 May 7, 2018
- IV. Adjustment to Agenda
- V. Persons Desiring to Address the Committee
- VI. Acknowledgements
- VII. A. Board Chair
- VIII. Personnel
 - A. Resignations
 - B. Nominations
- IX. Principal's Report (Exhibit)
- X. Superintendent Report
 - A. May Financials (Exhibit)
- XI. New Business
 - A. Policy Support from School Committee Members
 - B. Updating Website, Improving Communication with App Development

C. Set FY19 Meeting Schedules Proposed (6pm in library)

XII. Old Business

A. Marketing Plan unveiling at June 12 Town Meeting (School Committee Members should attend).

B. FY19 Business Office Update

XIII. Board Policy

XIV. Request for Information

XV. Executive Session to Discuss Superintendent Contract and Special Education Director Contract, According to 1 M.R.S.A. § 405(6)(A)

XVI. Next Meeting - July 2, 2018 at 6:00 p.m. in the VCS Library Media Center

XVII. Adjournment

Veazie School Department

Budget by Warrant Articles - Total

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 - 5/31/2018 | Encumbrances 7/1/2017 - 5/31/2018 | Amount Remaining 7/1/2017 - 5/31/2018 | Percent Remaining 7/1/2017 - 5/31/2018 |
|--|---|---------------------------------------|---|---|---|--|---|
| Total Article 1 - Reg Instr. | \$2,041,913.17 | \$0.00 | \$2,041,913.17 | \$1,513,526.66 | \$743.57 | \$527,642.94 | 25.84% |
| Total Article 2 - Sp/Ed Instr. | \$678,978.35 | \$0.00 | \$678,978.35 | \$475,768.64 | \$219.91 | \$202,989.80 | 29.89% |
| Total Article 3 - CTE Instr. | \$25,080.47 | \$0.00 | \$25,080.47 | \$22,990.44 | \$0.00 | \$2,090.03 | 8.33% |
| Total Article 4 - Other Instr. | \$36,094.64 | \$0.00 | \$36,094.64 | \$22,035.18 | \$0.00 | \$14,059.46 | 38.95% |
| Total Article 5 - Stu & Staff | \$198,858.55 | \$9,369.83 | \$208,228.38 | \$147,026.76 | \$53.95 | \$61,147.67 | 29.36% |
| Total Article 6 - System Admin | \$112,977.54 | \$27,000.00 | \$139,977.54 | \$95,365.66 | \$1,109.90 | \$42,501.98 | 30.36% |
| Total Article 7 - Schl Admin. | \$104,516.52 | \$0.00 | \$104,516.52 | \$101,925.96 | \$150.00 | \$2,440.56 | 2.33% |
| Total Article 8 - Transport. | \$143,300.00 | \$0.00 | \$143,300.00 | \$122,000.80 | \$0.00 | \$21,299.20 | 14.86% |
| Total Article 9 - Op & Maint | \$372,645.00 | \$37,039.65 | \$409,684.65 | \$328,473.32 | \$11,295.24 | \$69,916.09 | 17.06% |
| 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 | \$1,440.78 | \$0.00 | \$319.22 | 18.13% |
| TOTAL BUDGET | \$4,025,289.36 | \$73,409.48 | \$4,098,698.84 | \$3,139,704.21 | \$14,572.57 | \$944,422.06 | 23.04% |

Veazie School Department

All Revenue - YTD

Report # 5115

Statement Code: All Revenue

| Account Number / Description | Expected Revenue | YTD Received | Amount Remaining | Percent Remaining |
|---|--------------------------|--------------------------|-------------------------|-------------------------|
| | 7/1/2017 - 6/30/2018 | 7/1/2017 - 5/31/2018 | 7/1/2017 - 5/31/2018 | 7/1/2017 - 5/31/2018 |
| 1000 GENERAL FUND | | | | |
| 1000-0000-0000-41211-000 Local Allocation - Veazie | (1,895,508.50) | (1,722,306.10) | (173,202.40) | 9.13% |
| 1000-0000-0000-41213-000 Additional Local Funds - Veazie | (868,778.56) | (811,623.69) | (57,154.87) | 6.57% |
| 1000-0000-0000-41510-000 Interest Income | 0.00 | (9,470.03) | 9,470.03 | ---- |
| 1000-0000-0000-41901-000 Miscellaneous Revenue | 0.00 | (652.49) | 652.49 | ---- |
| 1000-0000-0000-41910-000 Use of Facilities | 0.00 | (1,440.00) | 1,440.00 | ---- |
| 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 | (1,452.00) | 1,452.00 | ---- |
| 1000-0000-0000-43110-000 State Allocation - Veazie | (764,429.78) | (689,687.18) | (74,742.60) | 9.77% |
| 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% |
| TOTAL 1000 GENERAL FUND | \$ (4,096,938.84) | \$ (3,798,940.86) | \$ (297,997.98) | 7.27% |
| 1500 Adult Ed Voc Orono | | | | |
| 1500-0000-0000-41214-000 Local Share for Adult Ed | (1,760.00) | (1,613.33) | (146.67) | 8.33% |
| TOTAL 1500 Adult Ed Voc Orono | \$ (1,760.00) | \$ (1,613.33) | \$ (146.67) | 8.33% |
| 2050 MCF Fast Track Grant | | | | |
| 2050-0000-0000-41920-000 MCF Fast Track Grant | 0.00 | (3,000.00) | 3,000.00 | ---- |
| TOTAL 2050 MCF Fast Track Grant | \$ 0.00 | \$ (3,000.00) | \$ 3,000.00 | ---- |
| 2120 Cole Foundation | | | | |
| 2120-0000-0000-41920-000 Cole Foundation Grant | 0.00 | (2,000.00) | 2,000.00 | ---- |
| TOTAL 2120 Cole Foundation | \$ 0.00 | \$ (2,000.00) | \$ 2,000.00 | ---- |
| 2300 Title IA | | | | |
| 2300-0000-0000-44517-000 TITLE IA | (30,106.00) | 0.00 | (30,106.00) | 100.00% |
| TOTAL 2300 Title IA | \$ (30,106.00) | \$ 0.00 | \$ (30,106.00) | 100.00% |
| 2400 Title IV A | | | | |
| 2400-0000-0000-44523-000 Title IV A | (9,855.61) | 0.00 | (9,855.61) | 100.00% |
| TOTAL 2400 Title IV A | \$ (9,855.61) | \$ 0.00 | \$ (9,855.61) | 100.00% |
| 2470 Local Entitlement | | | | |
| 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% |
| TOTAL 2470 Local Entitlement | \$ (92,470.40) | \$ (18,153.18) | \$ (74,317.22) | 80.36% |
| 2510 Local Entitlement Preschool | | | | |
| 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% |
| TOTAL 2510 Local Entitlement Preschool | \$ (1,022.00) | \$ 0.00 | \$ (1,022.00) | 100.00% |
| 2700 Title IIA | | | | |
| 2700-0000-0000-44520-000 TITLE IIA | (17,097.00) | 0.00 | (17,097.00) | 100.00% |

Veazie School Department

All Revenue - YTD

Report # 5115

| Account Number / Description | Expected Revenue 7/1/2017 - 6/30/2018 | YTD Received 7/1/2017 - 5/31/2018 | Amount Remaining 7/1/2017 - 5/31/2018 | Percent Remaining 7/1/2017 - 5/31/2018 |
|--|---|---|--|---|
| 2700-0000-0000-44521-000 Carryover | (481.41) | (481.41) | 0.00 | 0.00% |
| TOTAL 2700 Title IIA | \$ (17,578.41) | \$ (481.41) | \$ (17,097.00) | 97.26% |
| 2900 Small Rural School Achievement Program | | | | |
| 2900-0000-0000-44390-000 Small Rural School Achievement | (21,937.57) | (1,724.57) | (20,213.00) | 92.13% |
| TOTAL 2900 Small Rural School Achievement Program | \$ (21,937.57) | \$ (1,724.57) | \$ (20,213.00) | 92.13% |
| 4500 Capital Reserve | | | | |
| 4500-0000-0000-41510-000 Interest Income | 0.00 | (865.71) | 865.71 | --- |
| 4500-0000-0000-45201-000 Transfer In | 0.00 | (100,000.00) | 100,000.00 | --- |
| TOTAL 4500 Capital Reserve | \$ 0.00 | \$ (100,865.71) | \$ 100,865.71 | --- |
| 6000 SCHOOL NUTRITION REVENUE | | | | |
| 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 | (14,830.55) | 14,830.55 | --- |
| 6000-0000-0000-41612-000 FS Sales - Breakfast | 0.00 | (1,524.80) | 1,524.80 | --- |
| 6000-0000-0000-41620-000 FS Sales - A La Carte | 0.00 | (316.05) | 316.05 | --- |
| 6000-0000-0000-41630-000 FS Sales - Adults | 0.00 | (121.40) | 121.40 | --- |
| 6000-0000-0000-41996-000 FS Misc. Revenue | 0.00 | (3.00) | 3.00 | --- |
| 6000-0000-0000-43251-000 State Funds Lunch | 0.00 | (6,658.55) | 6,658.55 | --- |
| 6000-0000-0000-44551-000 Federal Funds Regular Lunch | 0.00 | (7,526.95) | 7,526.95 | --- |
| 6000-0000-0000-44552-000 Federal Funds Lunch - Reduced | 0.00 | (4,333.96) | 4,333.96 | --- |
| 6000-0000-0000-44554-000 Federal Funds Breakfast | 0.00 | (5,336.46) | 5,336.46 | --- |
| TOTAL 6000 SCHOOL NUTRITION REVENUE | \$ 0.00 | \$ (80,651.72) | \$ 80,651.72 | --- |
| 9990 STUDENT ACTIVITY | | | | |
| 9990-0000-0000-40999-000 STUDENT ACTIVITY REVENUE | 0.00 | (4,249.03) | 4,249.03 | --- |
| TOTAL 9990 STUDENT ACTIVITY | \$ 0.00 | \$ (4,249.03) | \$ 4,249.03 | --- |
| GRAND TOTAL | \$ (4,271,668.83) | \$ (4,011,679.81) | \$ (259,989.02) | 6.08% |

Public Notice: Proposed Routine Program Changes to the Maine Coastal Program

Select state land use and environmental laws and related agency rules serve as the core laws that provide the enforceable policies of the Maine Coastal Program. Under the federal Coastal Zone Management Act ("CZMA"), Maine and other states with a federally-approved coastal zone management program are authorized to review federal agencies' activities for consistency with their programs' enforceable policies.

The National Oceanic and Atmospheric Administration, Office for Coastal Management ("OCM") must approve changes to the Program and its enforceable policies. The Department of Marine Resources ("DMR"), which houses the Maine Coastal Program ("MCP"), has submitted for OCM's review and approval the following changes and additions to core laws which provide enforceable policies of the MCP enacted during the recently-concluded Second Regular Session of the 128th Maine Legislature: Public Laws 2017 c. 319, §§1 – 10; c. 333, §§4, 7, 8, and 10; c. 334, §3; c. 350, §§1-2; c. 353, §§1-3; c. 376, §1; and c. 391, §§1-4. These statutory changes involve amendments to state law regarding: water quality classification standards; management of underground oil storage facilities; membership and participation on the Board of Environmental Protection; municipal shellfish management ordinances; municipal satellite wastewater collection systems; use of a supplemental environmental project in a settlement agreement with DEP; and management of consumer electronics in the waste stream. DMR has also submitted recently-adopted changes to the following administrative rules administered by the Department of Environmental Protection ("DEP") and the Land Use Planning Commission ("LUPC") which are included among the MCP's core laws: DEP rules chapter 502 (direct watersheds of lakes most at risk from new development and urban impaired streams; changes effective February 18, 2018); and LUPC rules chapter 10 (land use districts and standards in the state's unorganized area; changes effective March 5, 2018). In addition, DMR has proposed adding the following rules to the MCP's core laws: DEP rules chapter 450 and LUPC rules chapter 11 (jointly-adopted DEP and LUPC regulations on hydropower licensing; as effective November 2, 2017); DEP rules chapter 418 (criteria and standards governing beneficial use of solid waste; as adopted on May 17, 2018, effective date of the rule as amended to be determined); DEP rules chapter 200 (regulations on metallic mineral exploration, advanced exploration, and mining; as effective December 28, 2017); and DEP rules chapter 382 (regulations on standards of approval under the Wind Energy Act; as effective April 30, 2018). A copy of the State's routine program change submission, which includes copies of the above-noted statutes and rules, is available for download at http://www.maine.gov/dacf/mcp/downloads/final_RPC_filing_128.1_rules_8.2017.pdf.

The geographic area that constitutes the State's "coastal area" for CZMA purposes (commonly referred to as the state "coastal zone") includes the land area made up of all municipalities and unorganized townships located on waters subject to tidal influence, all coastal islands, and submerged lands seaward to the three-mile limit of state ownership. Changes to the coastal area require OCM's approval. DMR is submitting for OCM's review and approval as a routine program change the following corrections to the coastal area:

- *Addition* of the combined land area of the towns of Veazie, Eddington, Orono, and Bradley, Maine, located on the Penobscot River in Penobscot County, Maine, to the coastal area; and
- *Removal* of the combined land area of the town of Whitneyville, Marion Township, Centerville Township, T8 SD (Fletcher's Landing), T9 SD, and T10 SD in Maine's Hancock and Washington Counties from the coastal area.

The proposed corrections are based on the findings of a study conducted by MCP staff, in consultation with DEP. These corrections do not change the above-referenced, long-standing, NOAA-approved definition of the coastal area but clarify the land area it encompasses.

DMR has determined that these changes are routine program implementation and has requested that OCM concur with this determination. Interested parties may submit comments to OCM on whether the requested changes are routine program changes by June 25, 2018.

Comments may be sent to:

Joelle Gore, Chief, Stewardship Division
Office for Coastal Management SSMC4, 11th floor
1305 East West Highway
Silver Spring, MD 20910
Joelle.Gore@noaa.gov

For additional information, please contact: Todd Burrowes, Department of Marine Resources, Maine Coastal Program, 21 State House Station, Augusta, Maine 04333, tel: 207.287.1496; e-mail: todd.burrowes@maine.gov