



Veazie Town Council

Council Meeting

June 25, 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:** A. Approval of the June 12, 2018 Regular Council meeting Minutes
B. Approval of the June 12, 2018 Town Meeting Minutes
C. Approval of the June 15, 2018 Special Council Meeting Minutes
- ITEM 6:** Comments from the Public

New Business:

- ITEM 7:** Public Hearing on updated Comprehensive Plan
- ITEM 8:** Acceptance of Updated Comprehensive Plan
- ITEM 9:** Mobile Home Park Fee Schedule
- ITEM 10:** MMA Elections
- ITEM 11:** Naming of Park
- ITEM 12:** End of Year Budget Transfers

Old Business

- ITEM 13:** Lou Silver Contract Discussion
- ITEM 14:** Comments from the Public
- ITEM 15:** Request for information and Town Council Comments
- ITEM 16:** Review and Signature of AP Town Warrant #24, Town Payroll # 26, School Payroll Warrant #25 and School Warrant # 25
- 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

David King
1081 Main St.
942-3182

Agenda Items For June 25, 2018 Council Meeting

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

ITEM 5A: Minutes from the June 12, 2018 Regular Council Meeting will be reviewed.

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

ITEM 5B: Minutes from the June 12, 2018 Town Meeting will be reviewed.

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

ITEM 5C: Minutes from the June 15, 2018 Special Council Meeting will be reviewed.

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

ITEM 7: Council will hold a public hearing on the Town's updated Comprehensive Plan. Consultant Dean Bennett will be here to discuss the changes or answer questions.

(IN) Suggested Motion: I motion we go into executive session

(OUT) Suggested motion: I suggest we come out of executive session

ITEM 8: After hearing and taking public comments into consideration the Council will vote to accept the plan.

Suggested Motion: I motion we accept the updated comprehensive plan

ITEM 9: Code Enforcement Officer Larson has provided a fee schedule for Council review and approval. In accordance with the Town's Land Use Ordinance, park owners are required to apply and pay for mobile home park license. Currently the Town does not have a fee schedule in place for this license. Code Enforcement and the Planning Board will present an updated Land Use Ordinance within the next few months with the approved fees included.

Suggested Motion: I motion we accept the mobile home park fee schedule as presented

ITEM 10: Maine Municipal Association (MMA) is requesting Council vote for members for MMA's Legislative Policy Committee. Only one candidate is listed, Thomas Perry, Councilor, Town of Orono. His profile is included in the packet for review.

Suggested Motion: I motion we vote for Thomas Perry for MMA's Legislative Policy Committee.

(*Each Councilor needs to sign ballot)

Agenda Items

For June 25, 2018

Council Meeting

ITEM 11: Since taking ownership of the land near the Penobscot River, the Council has been gathering the public's input regarding the name of the Park. Several suggestions have been received and are included in the packet for review. Council will consider the suggestions and officially name the park.

Suggested Motion: I motion we name the park at the end of Veazie Street (insert park name)

ITEM 12: As we near the end of the fiscal year, Staff is requesting several transfers.

Suggested Motions are as follows:

- A. I motion we transfer \$2,500.00 from Fixed Cost account 800-40-120 (Street Sweeping) to reserve account 10-4035-00 (Street/Drain Cleaning)**
- B. I motion we transfer \$2,500.00 from Fixed Cost account 800-40-130 (Drain Cleaning) to reserve account 10-4035-00 (Street/Drain Cleaning).**
- C. I motion we transfer \$3,000.00 from account 100-50-010 (Legal Fees) to a reserve account to be named Legal Fees.**
- D. I motion we transfer \$9,000.00 from account 500-40-093 (Recreation Community Program) to account 30-3065-00 (Tennis Court Maintenance).**
- E. I motion we transfer \$2,000.00 from account 500-40-093 (Recreation Community Program) to account 10-4060-00 (Veazie Days).**
- F. I motion we transfer \$2,500.00 from account 550-95-105 (Economic Development) to capital projects account 30-3070-00 (Economic Development).**
- G. I motion we transfer \$6,000.00 from account 800-40-130 (Highway Maintenance) to account number 30-3073-00 (Highway Projects).**

ITEM 13: 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 updated with comments from the last Council meeting and has been provided in Council Packet for review and follow up discussion.

Veazie Town Council Meeting
June 12th, 2018

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

ITEM 1: Call to order

Chairman Bagley called the meeting to order at 7:00 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 21st, 2018 Regular Council Meeting Minutes.

Councilor Michael Reid made a motion, seconded by Councilor Jeff Manter to approve the May 21st, 2018 Regular Council Meeting Minutes as written. Voted 4-0-0. Motion carried.

ITEM 6: Comments from the Public

None.

New Business:

ITEM 7: Marketing/Branding Product Reveal

Superintendent Cyr and Manager Leonard presented the new marketing/branding material the Town has been working on for almost a year.

ITEM 8: Town Office Closure Request

Councilor Paul Messer made a motion, seconded by Councilor Jeff Manter to authorize the closure of the Town Office on June 29th, 2018 at noon time so staff can complete end of year business. Voted 4-0-0. Motion carried.

ITEM 9: Schedule Special Meeting

Councilor Paul Messer made a motion, seconded by Councilor Jeff Manter to 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 a future meeting schedule can be set. Voted 4-0-0. Motion carried.

Old Business:

ITEM 10: Lou Silver Inc. Contract Discussion

The Council continued discussion on the Snowplowing/Snow Removal/Salting/Spring and Fall Roadside Cleanup Contract that was recently reviewed by legal staff and Manager Leonard.

Manager Leonard will provide a draft copy of the contract with all the comments from this meeting added at the June 25th Council Meeting.

ITEM 11: Manager's Report

Manager Leonard reviewed his report with the Councilor's.

ITEM 12: Comments from the Public

None.

ITEM 13: Requests for information and Town Council Comments

None.

ITEM 14: Review & sign of AP Town Warrant #23, Town Payroll #24 and #25, School Payroll Warrant #24 and AP School Warrant #24.

The warrants were circulated and signed.

ITEM 15: Adjournment

Councilor Paul Messer motioned to adjourn.

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

Adjourned at 7:56pm

True Copy Attest

Mark Leonard, Town Manager

**VEAZIE TOWN MEETING
MINUTES OF JUNE 12, 2018**

CALL TO ORDER:

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

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

A motion was made on the floor to nominate Jon Pottle as Moderator. The motion was seconded. No other nominations were made. **VOTE TAKEN. JON POTTLE WAS ELECTED MODERATOR.**

The Moderator deputized Beckie-Jo Drew as Deputy Moderator.

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

IT IS HEREBY SPECIFIED THAT THE POLLS BE OPEN FROM 8:00 A.M. TO 8:00 P.M. FOR THE ELECTION OF THE AFOREMENTIONED OFFICIALS. THE OFFICE OF THE REGISTRAR OF VOTERS WILL BE OPEN AT THE MUNICIPAL BUILDING ON TUESDAY, JUNE 12, 2018 TO ADD NEW REGISTRATIONS TO THE LIST OF VOTERS FROM 8:00 A.M. UNTIL 8:00PM AND, TO NOTIFY AND WARN SAID INHABITANTS TO MEET AT THE VEAZIE COMMUNITY SCHOOL IN SAID TOWN ON TUESDAY, THE 12TH DAY OF JUNE, A.D., 2018 AT 8:00PM., THEN AND THERE TO ACT ON ARTICLES 3 THROUGH 30 AS SET OUT BELOW.

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

The Moderator called Town Meeting to order at 8:00 p.m., at the Veazie Community School for consideration of ARTICLES 3-30.

The Moderator read Article three to Article thirty as follows:

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

**RECOMMENDED BY THE TOWN COUNCIL & BUDGET COMMITTEE:
\$331,340.00**

A motion was made to raise and/or appropriate 331,340.00 for the Executive Department. The motion was seconded. There was no discussion. **VOTE TAKEN. ARTICLE 3 PASSED AS WRITTEN.**

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

**RECOMMENDED BY THE TOWN COUNCIL & BUDGET COMMITTEE:
\$354,300.00**

A motion was made to raise and/or appropriate \$354,300.00 for the Police Department. The motion was seconded. There was no discussion. **VOTE TAKEN. ARTICLE 4 PASSED AS WRITTEN.**

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

**RECOMMENDED BY THE TOWN COUNCIL & BUDGET COMMITTEE:
\$245,650.00**

A motion was made to raise and/or appropriate \$245,650.00 for the Fire Department. The motion was seconded. There was no discussion. **VOTE TAKEN. ARTICLE 5 PASSED AS WRITTEN.**

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

**RECOMMENDED BY THE TOWN COUNCIL & BUDGET COMMITTEE:
\$5,000.00**

A motion was made to raise and/or appropriate \$5,000.00 for the Parks and Recreation Department. The motion was seconded. There was no discussion. **VOTE TAKEN. ARTICLE 6 PASSED AS WRITTEN.**

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

**RECOMMENDED BY THE TOWN COUNCIL & BUDGET COMMITTEE:
\$33,700.00**

A motion was made to raise and/or appropriate \$33,700.00 for Community Investment. The motion was seconded. There was no discussion. **VOTE TAKEN. ARTICLE 7 PASSED AS WRITTEN.**

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

**RECOMMENDED BY THE TOWN COUNCIL & BUDGET COMMITTEE:
\$219,000.00**

A motion was made to raise and/or appropriate \$219,000.00 for the Capital Investment Programs. The motion was seconded. There was no discussion. **VOTE TAKEN. ARTICLE 8 PASSED AS WRITTEN.**

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

**RECOMMENDED BY THE TOWN COUNCIL & BUDGET COMMITTEE:
69,500.00**

A motion was made to raise and/or appropriate \$69,500.00 for the Reserve Accounts. The motion was seconded. There was no discussion. **VOTE TAKEN. ARTICLE 9 PASSED AS WRITTEN.**

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

**RECOMMENDED BY THE TOWN COUNCIL & BUDGET COMMITTEE:
\$491,080.00**

A motion was made to raise and/or appropriate \$491,080.00 for Fixed/Variable Cost Items. The motion was seconded. There was no discussion. **VOTE TAKEN. ARTICLE 10 PASSED AS WRITTEN.**

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

DUE DATE SUGGESTED:	UPON RECEIPT OF TAX BILL
INTEREST RATE SUGGESTED:	8.0%

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

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

TAX COLLECTOR REVENUE

Total Tax Collector Revenue:.....\$430,996.00

TREASURER'S REVENUE

Total Treasurer's Revenue:.....\$230,747.00

TOWN CLERK REVENUE

Total Town Clerk Revenue:.....\$3,300.00

RECOMMENDED NON-PROPERTY TAX REVENUES BY THE TOWN COUNCIL & BUDGET COMMITTEE: \$665,043.00.

A motion was made to accept Article 12 as written in the amount of \$665,043.00. The motion was seconded. There was no discussion. **VOTE TAKEN. ARTICLE 12 PASSED AS WRITTEN.**

ARTICLE 13: TO SEE IF THE TOWN WILL VOTE TO ESTABLISH THE INTEREST RATE TO BE PAID TO A TAXPAYER WHO IS DETERMINED TO HAVE PAID AN AMOUNT OF REAL ESTATE TAXES IN THE EXCESS OF THE AMOUNT FINALLY ASSESSED FOR 2018-2019 AT 3.0% PER YEAR ON THE AMOUNT OF OVERPAYMENT.

A motion was made to accept Article 13 as amended. Which states - **TO SEE IF THE TOWN WILL VOTE TO ESTABLISH THE INTEREST RATE TO BE PAID TO A TAXPAYER WHO IS DETERMINED TO HAVE PAID AN AMOUNT OF REAL ESTATE TAXES IN THE EXCESS OF THE AMOUNT FINALLY ASSESSED FOR 2018-2019 AT 4.0% PER YEAR ON THE AMOUNT OF OVERPAYMENT.**

The motion was seconded. There was discussion. **VOTE TAKEN. ARTICLE 13 PASSED AS AMENDED.**

SCHOOL BUDGET ARTICLES

Articles 14 through 24 Authorize Expenditures in Cost Center Categories

**ARTICLE 14: TO SEE WHAT SUM THE VEAZIE SCHOOL COMMITTEE WILL BE AUTHORIZED TO EXPEND FOR REGULAR INSTRUCTION.
SCHOOL COMMITTEE/BUDGET COMMITTEE/TOWN COUNCIL RECOMMENDS:
\$2,147,288.89**

A motion was made to authorize the Veazie School Committee to expend \$2,147,288.89 for Regular Instruction. The motion was seconded. There was no discussion. **VOTE TAKEN. ARTICLE 14 PASSED AS WRITTEN.**

**ARTICLE 15: TO SEE WHAT SUM THE VEAZIE SCHOOL COMMITTEE WILL BE AUTHORIZED TO EXPEND FOR SPECIAL EDUCATION.
SCHOOL COMMITTEE/BUDGET COMMITTEE/TOWN COUNCIL RECOMMENDS:
\$877,276.22**

A motion was made to authorize the Veazie School Committee to expend \$877,276.22 for Special Education. The motion was seconded. There was no discussion. **VOTE TAKEN. ARTICLE 15 PASSED AS WRITTEN.**

ARTICLE 16: TO SEE WHAT SUM THE VEAZIE SCHOOL COMMITTEE WILL BE AUTHORIZED TO EXPEND FOR CAREER AND TECHNICAL EDUCATION. SCHOOL COMMITTEE/BUDGET COMMITTEE/TOWN COUNCIL RECOMMENDS: \$0.00

A motion was made to authorize the Veazie School Committee to expend \$0.00 for Career and Technical Education. The motion was seconded. There was no discussion. **VOTE TAKEN. ARTICLE 16 PASSED AS WRITTEN.**

ARTICLE 17: TO SEE WHAT SUM VEAZIE SCHOOL COMMITTEE WILL BE AUTHORIZED TO EXPEND FOR OTHER INSTRUCTION. SCHOOL COMMITTEE/BUDGET COMMITTEE/TOWN COUNCIL RECOMMENDS: \$38,037.00

A motion was made to authorize the Veazie School Committee to expend \$38,037.00 for Other Instruction. The motion was seconded. There was no discussion. **VOTE TAKEN. ARTICLE 17 PASSED AS WRITTEN.**

ARTICLE 18: TO SEE WHAT SUM VEAZIE SCHOOL COMMITTEE WILL BE AUTHORIZED TO EXPEND FOR STUDENT AND STAFF SUPPORT. SCHOOL COMMITTEE/BUDGET COMMITTEE/TOWN COUNCIL RECOMMENDS: \$198,726.48

A motion was made to authorize the Veazie School Committee to expend \$198,726.48 for Student and Staff Support. The motion was seconded. There was no discussion. **VOTE TAKEN. ARTICLE 18 PASSED AS WRITTEN.**

ARTICLE 19: TO SEE WHAT SUM VEAZIE SCHOOL COMMITTEE WILL BE AUTHORIZED TO EXPEND FOR SYSTEM ADMINISTRATION. SCHOOL COMMITTEE/BUDGET COMMITTEE/TOWN COUNCIL RECOMMENDS: \$132,948.81

A motion was made to authorize the Veazie School Committee to expend \$132,948.81 for System Administration. The motion was seconded. There was no discussion. **VOTE TAKEN. ARTICLE 19 PASSED AS WRITTEN.**

ARTICLE 20: TO SEE WHAT SUM VEAZIE SCHOOL COMMITTEE WILL BE AUTHORIZED TO EXPEND FOR SCHOOL ADMINISTRATION. SCHOOL COMMITTEE/BUDGET COMMITTEE/TOWN COUNCIL RECOMMENDS: \$117,239.36.

A motion was made to authorize the Veazie School Committee to expend \$117,239.36 for School Administration. The motion was seconded. There was no discussion. **VOTE TAKEN. ARTICLE 20 PASSED AS WRITTEN.**

ARTICLE 21: TO SEE WHAT SUM VEAZIE SCHOOL COMMITTEE WILL BE AUTHORIZED TO EXPEND FOR TRANSPORTATION AND BUSES. SCHOOL COMMITTEE/BUDGET COMMITTEE/TOWN COUNCIL RECOMMENDS: \$132,000.00

A motion was made to authorize the Veazie School Committee to expend \$132,000.00 for Transportation and Buses. The motion was seconded. There was no discussion. **VOTE TAKEN. ARTICLE 21 PASSED AS WRITTEN.**

ARTICLE 22: TO SEE WHAT SUM THE TOWN OF VEAZIE SCHOOL COMMITTEE WILL BE AUTHORIZED TO EXPEND FOR FACILITIES MAINTENANCE. SCHOOL COMMITTEE/BUDGET COMMITTEE/TOWN COUNCIL RECOMMENDS: \$367,700.00

A motion was made to authorize the Veazie School Committee to expend \$367,700.00 for Facilities Maintenance. The motion was seconded. There was no discussion. **VOTE TAKEN. ARTICLE 22 PASSED AS WRITTEN.**

ARTICLE 23: TO SEE WHAT SUM THE TOWN OF VEAZIE SCHOOL COMMITTEE WILL BE AUTHORIZED TO EXPEND FOR DEBT SERVICE AND OTHER COMMITMENTS. SCHOOL COMMITTEE/BUDGET COMMITTEE/TOWN COUNCIL RECOMMENDS: \$0.00

A motion was made to authorize the Veazie School Committee to expend \$0.00 for Debt Service and Other Commitments. The motion was seconded. There was no discussion. **VOTE TAKEN. ARTICLE 23 PASSED AS WRITTEN.**

ARTICLE 24: TO SEE WHAT SUM THE TOWN OF VEAZIE SCHOOL COMMITTEE WILL BE AUTHORIZED TO EXPEND FOR ALL OTHER EXPENDITURES INCLUDING SCHOOL LUNCH TRANSFERS. SCHOOL COMMITTEE/BUDGET COMMITTEE/TOWN COUNCIL RECOMMENDS: 40,000.00

A motion was made to authorize the Veazie School Committee to expend \$40,000.00 for All Other Expenditures, including School Lunch Transfers. The motion was seconded. There was no discussion. **VOTE TAKEN. ARTICLE 24 PASSED AS WRITTEN.**

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

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

School Committee/Budget Committee/Town Council recommends \$2,974,341.15 be appropriated and \$1,076,875.61 be raised.

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

A motion was made to appropriate **\$2,974,341.15** for the total cost of funding public education from pre-kindergarten to grade 12 as described in the Essential Programs and Services Funding Act, and we raise **\$1,076,875.61** as the Town's contribution to the total cost of funding public education from pre-kindergarten to grade 12 as described in the Essential Programs and Services Funding Act in accordance with the Maine Revised Statutes, Title 20-A, section 15688. The motion was seconded. There was no discussion. **VOTE TAKEN. 26 YES AND NO OPPOSITION. ARTICLE 25 PASSED.**

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

School Committee/Budget Committee/Town Council recommends \$1,001,723.15, which exceeds the State's Essential Programs and Services allocation model by \$1,004,772.95.

The School Committee/Budget Committee/Town Council recommends **\$1,004,772.95** for additional local funds and gives the following reasons for exceeding the State's Essential Programs and Services funding model: The Essential Programs and Services funding model does not provide funding to fully cover the actual costs of special education programming, student transportation, system administration, and co-curricular and extra-curricular programming. If student enrollment remains static or declines, and /or property valuations continue to increase at a rate faster than the state average, the formula will calculate lower EPS total allocations and/or higher local contributions.

Explanation: The additional local funds are those locally raised funds over and above the Town's local contribution to the total cost of funding public education from pre-kindergarten to grade 12 as described in the Essential Programs and Services Funding Act and local amounts raised for

the annual payment on non-state funded debt service that will help achieve the Town budget for educational programs.

A motion was made to raise and /or appropriate **\$1,001,723.15** in additional local funds as required to fund the budget recommended by the school committee. The motion was seconded. There was no discussion. **VOTE TAKEN. 24 YES AND 0 OPPOSED. ARTICLE 26 PASSED.**

ARTICLE 27 SUMMARIZES THE PROPOSED SCHOOL BUDGET

Article 27: (Requires a recorded vote.) To see what sum the Town will authorize the School Committee to expend for the fiscal year beginning July 1, 2018 and ending June 30, 2019 from the Town's contribution to the total cost of funding public education from pre-kindergarten to grade 12 as described in the Essential Programs and Services Funding Act, non-state-funded school construction projects, additional local funds for school purposes under the Maine Revised Statutes, Title 20-A, section 15690, unexpended balances, tuition receipts, state subsidy and other receipts for the support of schools.

School Committee, Budget Committee/Town Council recommends:
\$4,051,216.76

A motion was made to authorize the school committee to expend **\$4,051,216.76** for the fiscal year beginning July 1, 2018 to June 30, 2019 from the Town's contribution to the total cost of funding public education from pre-kindergarten to grade 12 as described in the Essential Programs and Services Funding Act, non-state-funded school construction projects, additional local funds for school purposes under the Maine Revised Statutes, Title 20-A, section 15690, unexpended balances, tuition receipts, state subsidy and other receipts for the support of schools. The motion was seconded. There was no discussion. **VOTE TAKEN. 26 YES AND 0 OPPOSED. ARTICLE 27 PASSED.**

ARTICLE 28 AUTHORIZES EXPENDITURE OR GRANTS AND OTHER RECEIPTS

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

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

A motion was made to authorize the school committee be authorized to expend such other sums as may be received from federal or state grants or programs or other sources during the fiscal year for school purposes, provided that such grants, programs or other sources do not require the expenditure of other funds not previously appropriated. The motion was seconded. There was no discussion. **VOTE TAKEN. ARTICLE 28 PASSED AS WRITTEN.**

ARTICLE 29 AUTHORIZES THE REGIONAL VOCATIONAL BUDGET

Article 29: Shall the Regional Vocational Budget as approved by the Cooperative Board for the year beginning July 1, 2018 through June 30, 2019 be approved in the amount of **\$2,651,076.57.**

A motion was made to approve the Regional Vocational Budget as approved by the Cooperative Board for the year beginning July 1, 2018 through June 30, 2019 in the amount of **\$2,651,076.57.** The motion was seconded. There was no discussion. **VOTE TAKEN. ARTICLE 29 PASSED AS WRITTEN.**

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

Article 30: Shall the Regional Vocational Budget as approved by the Cooperative Board for adult education for the year beginning July 1, 2018 through June 30, 2019 be approved in the amount of **\$323,782.10** with authorization to expend any additional, incidental, and miscellaneous receipts in the interest and wellbeing of its adult education program, and shall the Town of Veazie raise **\$1,581.64** as its share of the adult education budget for the career and technical education region?

A motion was made to approve the Regional Vocational Budget as approved by the Cooperative Board for adult education for the year beginning July 1, 2018 through June 30, 2019 in the amount of **\$323,782.10** with authorization to expend any additional, incidental, or miscellaneous receipts in the interest and wellbeing of its adult education program, and the Town of Veazie raise **\$1,581.64** as its share of the adult education budget for the career and technical education region. The motion was seconded. There was no discussion. **VOTE TAKEN. ARTICLE 30 PASSED AS WRITTEN.**

A motion was made to adjourn the meeting. The motion was seconded. **VOTE TAKEN. THE MEETING WAS ADJOURNED 8:29.**

Respectfully Submitted,
Mark Leonard

Veazie Town Council Meeting
June 15th, 2018

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

ITEM 1: Call to order

Manager Leonard called the meeting to order at 4:02 pm.

ITEM 2: Secretary to do the roll call:

Councilor Jeff Manter was absent

ITEM 3: Pledge of Allegiance

ITEM 4: Consideration of the Agenda

None.

ITEM 5: Comments from the Public

None.

New Business:

ITEM 6: Induction of Councilors

Christopher Bagley read and signed his oath for office.

David King read and signed his oath for office.

ITEM 7: Council Chair Selection

Councilor David King made a motion, seconded by Councilor Michael Reid to elect Christopher Bagley as Chair of the Veazie Town Council. Voted 3-0-1. Motion carried. Chairman Christopher Bagley abstained.

ITEM 8: Set Council Meeting Dates and Times

Chairman Chris Bagley made a motion, seconded by Councilor David King to meet on the 2nd and 4th Monday of the month at 6:30pm. Voted 4-0-0. Motion carried.

ITEM 9: Adjournment

Councilor Paul Messer motioned to adjourn.

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

Adjourned at 4:06pm

True Copy Attest

Julie Strout, Deputy Clerk

Mobile Home Park Fee Schedule

Renewal Fees	\$50.00	1-10 Sites
	\$75.00	11-20 Sites
	\$100.00	21-40 Sites
	\$125.00	Over 41 Sites

ITEM # 9



Maine Municipal Association

60 COMMUNITY DRIVE
AUGUSTA, MAINE 04330-9486
(207) 623-8428
www.memun.org

ITEM # 10

Memorandum

To: Key Municipal Officials of MMA's Member Municipalities
From: Linda C. Cohen, President, Maine Municipal Association
Date: June 14, 2018
Re: Ballots for Election to MMA'S Legislative Policy Committee



MMA's member municipalities have made their nominations for the 2018-2020 Legislative Policy Committee (LPC). It is now time to elect your representatives to serve on the Committee. The election ballot is enclosed. The ballot must be completed by the Board of Selectmen or Town or City Council of your municipality.

Number of votes

Most municipalities are asked to vote for two candidates, because there are two elected LPC members for most districts. Some municipalities only vote for one candidate, because the other LPC member in that district is appointed. *You are instructed on the ballot (above the list of candidates) whether to vote for two candidates or just one.*

Candidate profiles

If you are not familiar with any of the candidates, please review the Candidate Profiles on the back of the ballot. Feel free, also, to contact the candidates directly.

Write-in candidates

In addition to the candidates listed on the ballot, you may vote for a candidate whose name is not on the ballot by writing that person's name in. The write-in candidate need not be from your municipality, but must be an elected or appointed official from a municipality in your Senate/LPC District. *Check to be sure the write-in candidate is willing to serve if elected!* Write-in candidates should be communicating their interest in serving among the municipal officers within their district.

If you are instructed to vote for two candidates and only one candidate is on the ballot, please use the "write-in" line for your second vote if you know of someone who is willing to serve.

Deadline for returning ballot

Return ballot by 5:00 p.m. on August 2, 2018 to:

State and Federal Relations Dept.
Maine Municipal Association
60 Community Drive, Augusta, ME 04330
FAX: 624-0129

Your participation is important - Thank You!

OFFICIAL BALLOT – District 5

Maine Municipal Association's Legislative Policy Committee

July 1, 2018 – June 30, 2020

VOTE FOR TWO:



Thomas Perry, Councilor, Town of Orono



_____ (name) _____ (position) _____ (municipality) (write in)

Candidate Profiles Are On Reverse Side

MUNICIPALITY: Veazie DATE: June 25, 2018

☒ BY SELECTMEN/COUNCILORS:

_____ signature

Chris Bagley
print name

_____ signature

Paul Messer
print name

_____ signature

Michael Reid
print name

_____ signature

Jeff Manter
print name

_____ signature

David King
print name

Return by 5:00 p.m., August 2, 2018 to:

Laura Ellis, Maine Municipal Association
60 Community Drive, Augusta, ME 04330
Fax: 624-0129

(over)

LPC Senate District 5

Chester
East Millinocket
Edinburg
Enfield
Greenbush
Howland
Mattawamkeag

Maxfield
Medway
Milford
Millinocket
Old Town
Orono
Passadumkeag

*Penobscot Indian
Nation
Seboies Plt.
Veazie
Woodville

Candidate Profile:

Thomas Perry has served on the Orono Town Council for the past 12 years and has previously served as Chair of the Council Finance Committee, on the Orono Library Foundation, as a member of the Orono Economic Development Committee and is a retired School Superintendent. Thomas has served on the LPC since 2012 and would like to continue his service because he enjoys participating in a process that takes positions and sets priorities on issues of importance to municipalities. His highest priority is pressuring the state to meet its financial obligations with municipal revenue sharing and aid to education.



Message

Thu, May 10, 2018 2:56 PM



From: Golden Forestry <goldenforestry@gmail.com>

To: Mark Leonard

Subject: Veazie Historic Riverside Park

Hi Mark. Please feel free to share.

As you know, I have been involved with and a proponent of Veazie's new Riverside Park since the project's infancy over a decade ago. I was present throughout every stage, from idea to final product, had the pleasure of meeting most stakeholders and helping achieve the final results. I have heard most, if not all potential names, and thought it appropriate to make a recommendation, to avoid anything the Town might regret later.

First, the location has a regional, state, and nationwide importance, and audience, not just town level. The park also has historic economic and cultural significance, on many levels, so naming should not give priority to any one group or individual over another. The name should be concise and convey place above all else.

I personally prefer Veazie Riverside Park, as this covers the thoughts above, without displacing any group. Some think it is too close to Riverview Park, causing confusion, and for that reason, perhaps "Veazie Historic Riverside Park".

I am happy to follow up on this and discuss with any stakeholders. Thank you for the opportunity to comment.

--

David Wardrop
Golden Forestry Services, Inc.
24 Jackson Drive
Veazie, ME 04401
207-356-8747
www.GoldenForestry.com



Message

Wed, Feb 07, 2018 5:05 PM

From: Gail Carter <gcarter@veaziecs.org>

To: Mark Leonard

Subject: Town Park Name

Hi Mark,

When the park first opened the school took part in the Art in The Park day. While at the park there was a Penobscot Nation representative, I can't for the life of me think of his name. Maybe one of the Dana's? Mr. Ondo might remember. Anyway he told some history and in the history he named the part of the river where the tide changes, right at the park. It is a Penobscot word. Seems like that would be really appropriate. Just a thought.

Sincerely,

Gail Carter

10 Riverview St.

gcarter@veaziecs.org



Message

Wed, Oct 11, 2017 8:35 AM

From:  "Lavallee, Katherine" <klavallee@emhs.org>

To:  Mark Leonard

Subject: Suggestion for Park name

How about Namausand Park? Namausand means Fish Spirit in Algonquin.

Thank you...

Katherine Lavallee, MPH
1026 Olive Street, Veazie 04401



Message

Sun, Oct 8, 2017 8:44 AM

From: GPHachey@aol.com

To: Mark Leonard

Subject: New Park (VETERANS MEMORIAL PARK)

Mark I think that we should name the new park after all of our veterans here in Veazie. Gayland Hachey



VETERANS MEMORIAL PARK

Let's do it before someone puts no trespassing signs on it



Message

Thu, Oct 5, 2017 3:49 PM

From: Helen Cheney <hcheney55@gmail.com>

To: Mark Leonard

Subject: Park name

My suggestion for a name for the Dam Park is "Reed Park". In honor of Bill Reed and all his service as Town Manager and the Work done to facilitate the removal of the dam and the work on the development of the Hydro steam plant.
Thank you!! Helen Cheney

Sent from my iPhone



Message

Thu, Oct 5, 2017 9:56 PM

From:  Mary Colman <mmcolmanrowan@gmail.com>

To:  Mark Leonard

Subject: park name

To Mark Leonard
From, Margaret Colman, Veazie Senior Village, Apt 205

My suggestions for park name:
Veazie Community River Park
or

Flowing River Park

The park will be used for old and young alike! This is my fourth year living in Veazie and it is a warm and caring community. My sister and brother-in-law Donna and Leith Wadleigh, have lived in Veazie since 1960 when they built their first house in Veazie. Now they live on Silveridge Road.

I got to know many of their friends and neighbors over the years.

On another note, Ellie Nevers (who is 81 years young) and I cut down a bunch of small trees and brush behind our apartment complex and have made quite a difference for the elderly residents who enjoy watching the track team run through the woods! Ellie and I have one more tall dead tree that is an eyesore in back of the complex that needs to be sawed and we need a volunteer to cut it for us. It probably would take five minutes to cut this tree down. I can cut it up and haul it off if someone can cut it down. Ellie and I have put in over six hours so far trimming and cutting brush. All the residents are happy and thanking us! Let me know what you can do. Thank you for your time and making a lot of seniors happy. I appreciate it! Margaret Colman

Telephone: 207-852-5843

Sent from my iPhone

ITEM # 13

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. Refer to appendix one, section 4. General Practices of the Town of Veazie's level of service plane for further expectation and understanding.

~~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 agent 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

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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. Refer to appendix one, section 4, General Practices of the Town of Veazie's level of service plan for further detail and expectations.
- ~~You-are~~Contractor 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 required~~Contractor 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-are~~The Town is not responsible for the purchase or placement of any such measures that ~~you determine~~Contractor ~~deems are necessary~~deems necessary.
- ~~You-are~~Contractor is responsible for clearing snow and ice from around all fire hydrants ~~as soon as possible~~ within 48 hours after a storm.
- Clearing and salting of all sidewalks located throughout the town shall occur as soon as possible after a storm event.
- When school is in session, the school grounds to include the entrance, front parking, school bus turnaround, staff parking and the sidewalks in and around the School shall be cleared by no later than 600AM, first Access to the school for emergency or maintenance vehicles needs to be maintained at all times.
- A path from the School to Graham Senior Housing shall be cleared after each storm event.
- Contractor is solely liable for any and all ~~and all~~ 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

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- ~~Contractor will immediately replace All essential street signs that are~~ knocked over during ~~storms, and 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 up, Contractor will dispose of the~~ leaves ~~will be disposed of by you~~ at a predetermined location. ~~Contractor will chip all the~~ brush ~~within 10 working days from collection, 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 ½") either from snowfall or drifting, ~~and at any time, at the request of the~~ 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 snowfall and Spring cleanup ~~occurring to take place~~ after snow ~~and ice and ice~~ has melted. ~~We The Town is will be~~ responsible for advertising the dates of these events.

Materials to be used for icing:

TOWN OF VEAZIE

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

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~~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 ~~R~~oads, sidewalks,
and all Municipal parking lots ~~only~~. ~~You-Contractor shall are not authorized to utilize use 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 low and shall provide such notice with sufficient time to ensure maintenance~~
~~of shall be ordered to maintain an adequate~~ stockpile for future applications. ~~Refer to appendix~~
~~one, section 5, General Application Practices of the Town of Veazie's level of service (los) for~~
~~further detail and expectation.~~

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, P~~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 contract.
Thereafter, ~~you~~the Contractor shall provide the performance bond to ~~us~~the Town by
August 1st of each succeeding year of the ~~C~~ontract 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.

TOWN OF VEAZIE

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

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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 call~~ notify call the ~~Contractor or their designee immediately by~~ certified mail setting forth the basis for the Town's complaint. Upon receipt of such notice, ~~you~~ Contractor will ~~rectify the complaint immediately or as reasonably possible, 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 ~~24 hours the ten (10) calendar day period you are the Contractor is~~ not in compliance with the terms of this ~~Contract~~ 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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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

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TOWN OF VEAZIE

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

1084 Main Street
Veazie, Maine -04401

To Contractor:

Lou Silver, Inc.

General Manager
PO Box 22 1558 State Street
Orono, Maine 04473 Veazie, Maine 04401

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. Potential reimbursement will not occur until which time the Town has been reimbursed by the State of Maine Emergency Management Agency (MEMA) and/or the Federal Emergency Management Agency (FEMA). Contractor will only be considered for reimbursement if all requested documentation during the process is provided in a timely manner.

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.

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

TOWN OF VEAZIE

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

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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:

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

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TOWN OF VEAZIE

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

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Price:

Price for this contract are as outlined below;

2013: \$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

TOWN OF VEAZIE

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

Appendix One

Town of Veazie Level of Service (LOS) Plan

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4 General Practices

4.1 Equipment Maintenance

Fleet maintenance personnel, facilities, equipment, and parts are housed at the Contracted Public Works (CPW) facility. Fleet maintenance personnel are critical to keeping snow removal equipment operational during snow and ice events.

It is the responsibility of the driver to ensure the following tasks are completed, as applicable:

- All truck body conveyors will be lubed and greased twice weekly. Vehicles will be kept clean and orderly.
- All distribution equipment will be calibrated at a minimum annually, and after any spreader or hydraulic maintenance, to ensure optimum performance;
- Snow and ice control equipment are to be thoroughly washed during regular working hours as soon after use as practicable. Particular attention is to be paid to the areas of equipment in contact with salt. Truck washing will normally be accomplished outdoors in designated areas; and
- All routine and needed maintenance should be reported to fleet maintenance personnel for completion.

Overnight Loads

In general, trucks shall not be loaded overnight since it subjects the equipment to unnecessary wear. However, in the event that a winter storm is forecast at some point during the approaching night, a crew may load a portion of their trucks to enable a quicker response to the storm. Such loading shall be in compliance with the following:

- Load size shall not exceed a level-load of salt;
- If the storm does not occur, the truck(s) loaded in advance shall be unloaded and washed out the following day;
- Loading shall only occur just prior to the night of the forecast storm (i.e. it is not appropriate to load on a Friday for a storm that is forecast for Saturday night or Sunday); and
- Loading under this exception is not intended to allow all trucks at the facility to be loaded in advance.

4.2 Materials Storage

Materials used in snow and ice control operations are stored undercover behind the town office, and include:

- Approximately 200 tons of rock salt at any given time can be stored in the salt storage shed located at the town office.

Currently, rock salt is not pre-treated with a liquid calcium chloride product prior to or during application. In the future, the Town may discuss options to treat salt with liquid calcium chloride in order to minimize bounce and scatter, and to increase the efficiency of the products, which would aid in minimizing the quantity of these products which would need to be applied.

TOWN OF VEAZIE

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

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4.3 Emergency Response

In the event of emergency situations, the CPW may be requested, by the Veazie Police Department, Fire Department or 911 Communications Center, to assist them in responding to an emergency by plowing the area to allow emergency vehicle access.

4.4 Dry Runs

In preparation for winter road maintenance CPW employees should perform what is known as "Dry runs". This term refers to the operators driving their assigned winter plow route before the winter season, usually in early October, to check for things that might interfere with or make plowing difficult or cause damage, such as:

- Manhole covers;
- Water and gas shutoffs; Hydrants;
- Low hanging utility wires; Low hanging branches; Ledge outcroppings;
- Dips and bumps;
- Railroad crossings and bridge abutments; and poorly installed mail boxes.

Newly reconstructed roads are also evaluated for changes like new curbing or narrowed streets. Dry runs also give an opportunity for new employees to be oriented to their plow run before an actual winter event. Dry runs should also be performed by sidewalk plow operators for similar reasons.

TOWN OF VEAZIE

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

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5 General Application Procedures

Salt shall normally be applied to the lane being plowed in a narrow strip along the wheel path closest to the centerline of the normal section of highway and as high as possible on banked curves. The rate of application shall normally be selected from Table 1 below and will be based upon:

- The pavement temperature;
- Snow/ice conditions encountered; and Anticipated trends.

Generally, salt will be used when pavement temperatures are between 15 and 32 degrees F.

Salt application rates should not exceed 500 lbs. per lane mile.

During cold storms, when the pavements re-dry and the snow is blowing off the travel lanes, the application of salt is to be avoided for as long as possible since it will hasten the formation of ice on the pavement. When ice does begin to form under these conditions, considerable judgment will be required on whether to use salt.

Frost and Black Ice:

- If frost or black ice is forecast and pavement temps will be above 20 degrees F, apply salt as necessary at a rate of 150-250 lbs. per lane mile.

Freezing Rain/Sleet:

- Freezing rain and sleet will dilute treatments sooner and may require more frequent re-application.

TOWN OF VEAZIE

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

Table 1: Maine DOT Salt Application Quick Reference Chart

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<u>Pavement Temp. Range</u>	<u>Application Rate (#/LM)</u>	<u>Pre-wet Material</u>	<u>Comments</u>
<u>Above 32</u>	<u>0 to 100</u>	<u>Salt Brine or Blend</u>	<u>A little salt goes a long way when temperatures are near freezing.</u>
<u>25 to 32</u>	<u>100 to 200</u>	<u>Salt Brine or Blend</u>	<u>Salt is very effective here. Pre-wetting with a blend will allow lower application rates.</u>
<u>20 to 25</u>	<u>200 to 300</u>	<u>Salt Brine, Ice-B- Gone, or Blend</u>	<u>Salt effectiveness is dropping off in this range. A blend or straight BG will help.</u>
<u>15 to 20</u>	<u>300 to 400</u>	<u>Ice-B-Gone or Blend</u>	<u>Pre-wetting is especially important. Your liquids will provide the extra boost needed.</u>
<u>15 or Below</u>	<u>Snow is usually dry and blowing in this range. IF no ice or pack exists, plow only. DO NOT APPLY</u>		<u>If necessary, spot treat icy patches with abrasives. If glazing occurs on high-volume, high-speed corridors, sand will not last and higher salt applications, with Ice-B-Gone pre-wetting, will be necessary.</u>

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General Notes:

(1) Application rates should be on the lower end when temperatures are on the higher side of the range or remaining steady. Falling temperatures, and temperatures on the lower side of the range, will require applications on the higher side, and possibly in the next range if dropping rapidly.

(2) High-volume, Priority 1 roads will often require an additional 50#/LM

(3) In any of the ranges, if the snow is dry and blowing off of the roadway, avoid application.

(4) Pre-wetting under wet storm conditions is not required. In cases where the only pre-wetting liquid available is a high-performance chemical (i.e. Ice-B-Gone), it is better to save those products for the drier and colder conditions.

TOWN OF VEAZIE

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

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Application Rates/Miles Treated:

A chart listing salt application rates and corresponding lane miles which can be treated can be found on the next page in Table 2.

Chemical Applications:

1. If snow is blowing off the roadway and glazing or pack is not occurring, do not apply materials.
2. Time initial and subsequent chemical applications to prevent deteriorating conditions or development of packed and bonded snow.
3. Apply chemical ahead of traffic rush periods occurring during storm.
4. Higher volume corridors will often require an additional 50 lbs. per lane mile above recommended amounts.
5. Snowfall greater than 1" per hour will often require an additional 50 lbs. per lane mile above recommended amounts.

Plowing:

- If needed, plow before chemical applications so that excess snow, slush, or ice is removed and pavement is wet, slushy, or lightly snow covered when treated.

Temperature Trends:

- If temperature trend is rising, use lower end of application range and conversely, if temperature trend is dropping use higher end of application range.

TOWN OF VEAZIE

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

# of Tons	Application Rate (lbs.)/Lane Mile											
	75	100	125	150	175	200	225	250	275	300	350	400
	LANE MILES YOU CAN TREAT											
1	28.2	20.0	16.0	13.4	11.4	10.0	8.8	8.0	7.2	6.6	5.8	5.0
2	53.4	40.0	32.0	26.6	22.8	20.0	17.8	16.0	14.6	13.4	11.4	10.0
3	80.0	60.0	48.0	40.0	34.2	30.0	26.6	24.0	21.8	20.0	17.2	15.0
4	106.6	80.0	64.0	53.4	45.8	40.0	35.6	32.0	29.0	26.6	22.8	20.0
5	133.4	100.0	80.0	66.6	57.2	50.0	44.4	40.0	36.4	33.4	28.6	25.0
6	160.0	120.0	96.0	80.0	68.6	60.0	53.4	48.0	43.6	40.0	34.2	30.0
7	186.6	140.0	112.0	93.4	80.0	70.0	62.2	56.0	51.0	46.6	40.0	35.0
8	213.4	160.0	128.0	106.6	91.4	80.0	71.2	64.0	58.2	53.4	45.8	40.0
9	240.0	180.0	144.0	120.0	102.8	90.0	80.0	72.0	65.4	60.0	51.4	45.0
10	266.6	200.0	160.0	133.4	114.2	100.0	88.8	80.0	72.8	66.6	57.2	50.0

*Source: Maine DOT Application Treatment Recommendations www.mtl.bts.gov Chemical

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Applications:

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Manager's Report For June 25, 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 winter maintenance has been updated and sent to Lou Silver for their review and comments. The contract will be available for discussion at the next Council meeting.

The first rank choice election has been completed. It was a long day and I would like to thank the election workers as well as Town staff that stayed late to make sure everything was done correctly. I would like to extend an extra thank you to Julie Strout who did an exceptional job during a difficult election.

Councilor Chris Bagley was once again elected as Chairman of the Council and the two newly elected Councilors have been sworn in. Council meetings will continue to be held on the 2nd and 4th Monday of each month at 6:30 PM.

The Veazie Community School held celebration with a BBQ for their last day. Chairman Bagley, myself as well as other community members participated in this event. I would like to congratulate all the students on a very successful school year and hope they have a safe and fun summer.

During the clearing of the trails at the School, brush was collected by the Senior Housing complex. I chipped and cleaned up the area and the residents are happy to have this project completed.

The election for the School budget was held on June 19th. Attendance was light but ultimately the budget was approved with a vote of 46 yes and 10 no. This is the 3rd year for this event so I will be working with school staff to see if they want the process to continue for another 3 years.

Rod Carr, a representative from PERC and I met to discuss changes that have occurred at PERC. He stated that over the last year, they have invested nearly \$9 million dollars to make the plant more efficient. Unfortunately, some employees had to be let go, but overall the plant is in good shape. He provided me with a list of new items they are accepting because of new equipment at the plant.

The fire alarm for the municipal building has been upgraded. This was yet another step in the renovation project which is nearing completing. I anticipate moving in to the new space within a month, though this is an estimate on time.

Barney and I met to view and discuss several storm drains in the village area which are in need of repair. He will provide an estimate for the work, but ultimately, the repairs need to be made as the damage is critical.

Attachments:

1. BASWG June 14th meeting Agenda
2. Thank you note from Partners for Peace



Bangor Area Storm Water Group Meeting

June 14, 2018

Location: Rangely Hall, Eastern Maine Community College, Bangor, Maine

9:00 am – 11:00 am

V= Potential Member Vote Needed to Conduct Business

AGENDA

- 9:00 am Welcome, Round-robin Introductions**
- 9:05 am Update on DEP Happenings**
- Permit update
 - Other updates
- 9:20 am Education and Outreach Planning**
BASWG E&O Committee and Pulse Marketing
- White Board Video
 - Regional survey for behavior change survey
 - Museum Display
 - Bus Wrap/Inside Posters (DOT donation)
 - Report out on final stream clean-ups
 - Report out on final stenciling event
- 10:00 am BASWG PY1 Calendar Development**
- Compliance deadlines
 - Special Events
 - Meetings
 - Meeting Speakers
 - Trainings
- 10:15 am Administrative Tasks**
- Vote on meeting minutes (V)
 - Budget update
 - Review of Grant Opportunities
- 11:00 am BASWG Meeting Adjourns**



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PO Box 653

Bangor, ME 04402

Partners for Peace is funded in part by
the Maine Department of Health and Human Services,
the United Way of Eastern Maine, Maine Housing, and your generous donations.

Dear Friends

Thank you for your recent donation of \$225.00! We truly appreciate your ongoing support, especially as we work to spread the word about our new name! Contributions like yours ensure services like ours will be available for all who need them. We are so grateful to have you as a supporter and champion in the movement to create safe and just relationships for all!

Sincerely,

Partners for Peace 

