



Veazie Town Council

Council Meeting

August 27, 2018 at 6:30 PM

AGENDA

- ITEM 1:** Call to Order
- ITEM 2:** Secretary to do the Roll Call
- ITEM 3:** Pledge of Allegiance
- ITEM 4:** Consideration of the Agenda
- ITEM 5:** Approval of the July 23, 2018 Regular Council meeting Minutes
- ITEM 6:** Comments from the Public

New Business:

- ITEM 7:** Mutton Lane Discussion
- ITEM 8:** Salmon Club Lease Discussion
- ITEM 9:** Gateway Seniors without walls donation request
- ITEM 10:** Future Council meeting's schedule
- ITEM 11:** Manager's Report
- ITEM 12:** Comments from the Public
- ITEM 13:** Request for information and Town Council Comments
- ITEM 14:** Review and Signature of AP Town Warrant #3 and #4. Prior year # 28, #29 and #30. Town Payroll # 3 and # 4. School Payroll warrant #2, # 3 and # 4. School Warrant #2, #3 and #4. School Prior Year #27 and #28.
- 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

David King
1081 Main St.
942-2376

Agenda Items

For August 27, 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: Council will discuss whether to proceed with developing a written agreement for road maintenance for Mutton Lane. Additionally, a discussion will be held to see if Council supports having work done on Mutton Lane prior to the agreement being put into place. Manager Leonard will present pictures that were taken of the current condition of the road.

Suggested Motion- I motion we authorize Manager Leonard to work with legal staff to come up with an agreement with the other three dominant estate owners for the maintenance of Mutton Lane from just prior to 1002 Mutton Lane to 1006 Mutton Lane to be discussed at a future Council meeting.

Furthermore, I authorize Manager Leonard to work with the three other dominant estate owners to cut down the brush from just prior to 1002 Mutton Lane to 1006 Mutton Lane and repair the damage to the road in this same area to make it passable for emergency vehicles.

ITEM 8: Council will review, discuss and update lease agreement between the Town of Veazie and the Veazie Salmon Club. Legal has reviewed the document and it has also been sent to the Veazie Salmon Club for review.

Suggested Motion- I motion we authorize Manager Leonard to enter into a 5-year lease as presented with the Veazie Salmon Club and sign all necessary paperwork to complete the lease agreement.

ITEM 9: Council will review a donation request from Gateway Seniors without walls for either a quarter page ad for the cost of \$600.00 or for a half page ad for the cost of \$1,200.00. The donation will go towards the second edition of the Senior Yellow Pages. Approximately 2200 copies of the first edition were printed and distributed.

Suggested Motion: I motion we donate \$(enter dollar amount) to Gateway Seniors without walls to be used toward the second edition of the Senior Yellow Pages

ITEM 10: Council will discuss future Council meeting dates that have conflicts. The dates are Sept 10th, October 8th, November 12th and December 24th.

Suggested Motion: A. I motion for the month of September we hold one Council meeting on September 17th at 630PM.

B. I motion for the month of October we hold one Council meeting on October 15th at 630PM.

C. I motion for the month of November we hold one Council meeting on November 19th at 630PM

D. I motion for the month of December we hold one Council meeting on December 17th at 630PM.

**Veazie Town Council Meeting
July 23rd, 2018**

Members Present: Chairman Chris Bagley, Councilor David King, Councilor Michael Reid, Councilor Paul Messer, Town Manager Mark Leonard, 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:

Councilor Jeff Manter was absent and excused.

ITEM 3: Pledge of Allegiance

ITEM 4: Consideration of the Agenda

Chairman Bagley added Item 9A Municipal Quit Claim Deed.

ITEM 5: Approval of the July 9th, 2018 Regular Council Meeting Minutes.

Councilor Michael Reid made a motion, seconded by Councilor David King to approve the July 9th, 2018 Regular Council Meeting Minutes as written. Voted 3-0-1. Motion carried. Councilor Messer abstained.

ITEM 6: Comments from the Public

Citizen Brian Lunt asked if the Town had a complaint form available. The Town has comment cards available and will have a complaint form made up.

New Business:

ITEM 7: MMA Elections

Councilor Paul Messer made a motion, seconded by Councilor David King to designate Manager Leonard to vote on behalf of the Council for MMA's Annual Election for Vice President and Executive Committee members. Voted 4-0-0. Motion carried.

ITEM 8: August 13th Council Meeting Discussion

Councilor David King made a motion, seconded by Councilor Michael Reid to cancel the August 13th, 2018 Regular Council meeting and have the next Regular scheduled Council meeting on August 27th, 2018 at 6:30pm in the Council Chambers. Voted 4-0-0. Motion carried.

ITEM 9: Citizen Survey Result

The Council reviewed the results of the Residential Sales Data questionnaires that were sent to citizens who purchased homes and or property in Veazie. The Council thought this was very valuable information.

ITEM 9A: Municipal Quit Claim Deed

Councilor Paul Messer made a motion, seconded by Councilor David King to approve and sign the Municipal Quit Claim Deed without covenant between the Town of Veazie and Julianne D. Simone and Kenneth G. Simone, Trustees of the Julianne D. Simone Living Trust dated September 18, 1997 as presented. Voted 4-0-0. Motion carried.

Old Business:

ITEM 10: Lou Silver Inc. Contract Discussion

Councilor Michael Reid made a motion, seconded by Councilor David King to allow the contract to be signed by July 30th and give Manager Leonard the authority to sign the contract on our behalf subject to the Town attorney's approval. Voted 4-0-0. Motion carried.

ITEM 11: Manager's Report

Manager Leonard reviewed his report with the Councilor's.

ITEM 12: Comments from the Public

ITEM 13: Requests for information and Town Council Comments

Councilor King asked about the paving. Manager Leonard stated the water main will be going in on Chase Rd. on July 27th. Silvers will be patching the pot holes on Chase Rd. first due to complaints coming in.

ITEM 14: Review & sign of AP Town Warrant #27 & #2, Town Payroll #2, School Payroll Warrant #2 and AP School Warrant #26 & #1.

The warrants were circulated and signed.

ITEM 15: Adjournment

Councilor David King motioned to adjourn.

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

Adjourned at 6:59pm

True Copy Attest

Julie Strout, Deputy Clerk

Town of Veazie

ITEM # 7

Memorandum

To: Town Council
From: Mark Leonard, Town Manager
Date: 08-24-2018
RE: Mutton Lane

It was brought to my attention that Mutton Lane was becoming overgrown with vegetation and is extremely rutted which can cause issues if an emergency vehicle needs to access any of the properties located on this road.

On 08-23-18, I went to Mutton Lane and observed the road to be in poor condition. I took the attached pictures which are described as follows:

1. Large water hole just prior to 1002 Mutton Lane and vegetation encroaching in the roadway on both sides.
2. Extreme rutting of road as you start up the hill just past 1002 Mutton Lane and vegetation encroaching in the roadway.
3. Extreme rutting of road just prior to 1004 Mutton Lane and vegetation encroaching in the roadway.
4. Small water hole in roadway just after 1004 Mutton Lane and vegetation encroaching both sides of the road.
5. Vegetation encroaching on the road and the Buck Hill Conservation sign just prior to the entrance to the Conservation area.

A/C Metcalf and I agree that these issues need to be addressed as soon as possible as the emergency vehicles may not be able to respond to this area without causing damage to the fire equipment.

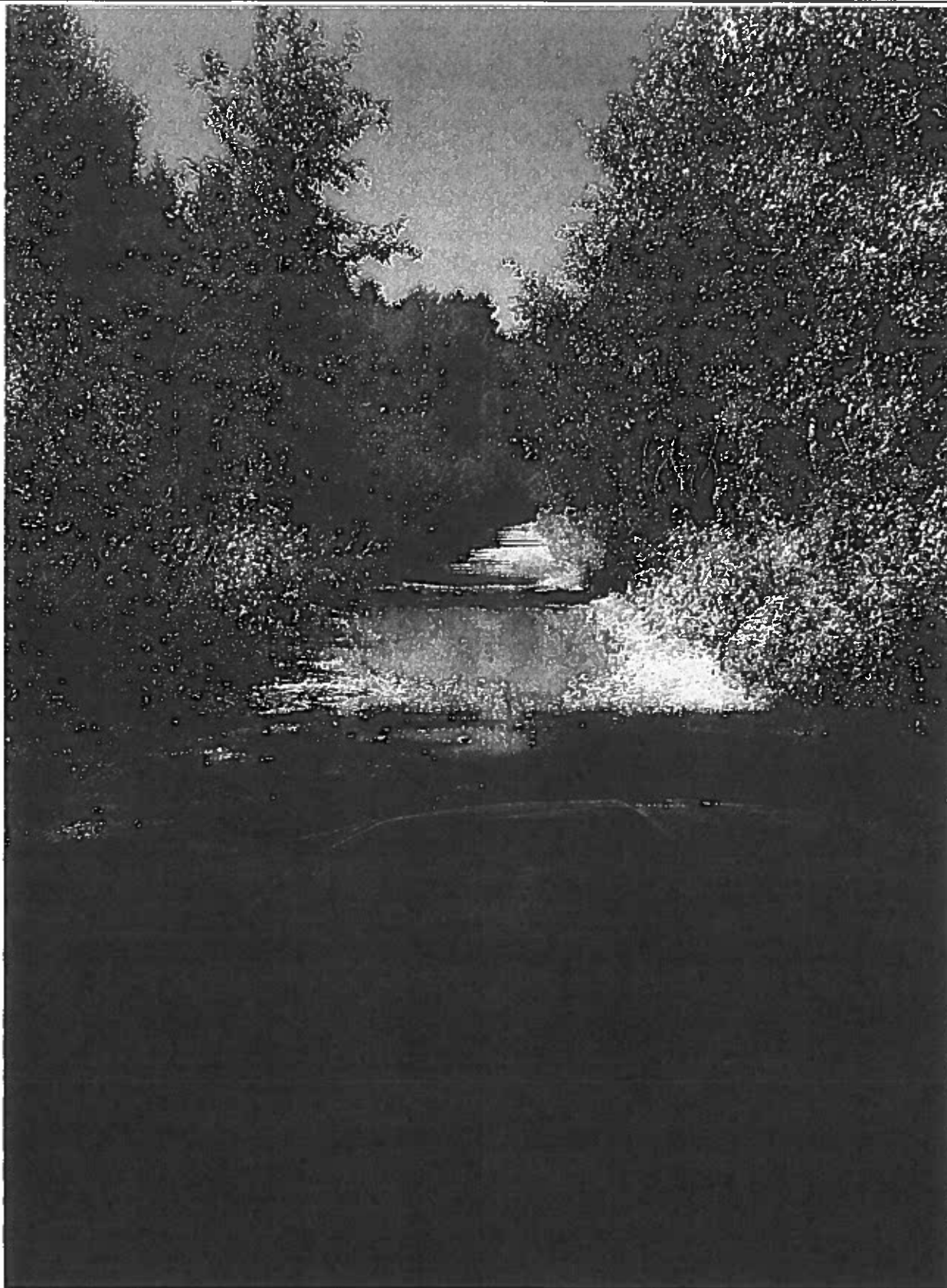
Legal staff recommends a road maintenance agreement which they are able to prepare. This agreement will help eliminate the debate of who should maintain the road.

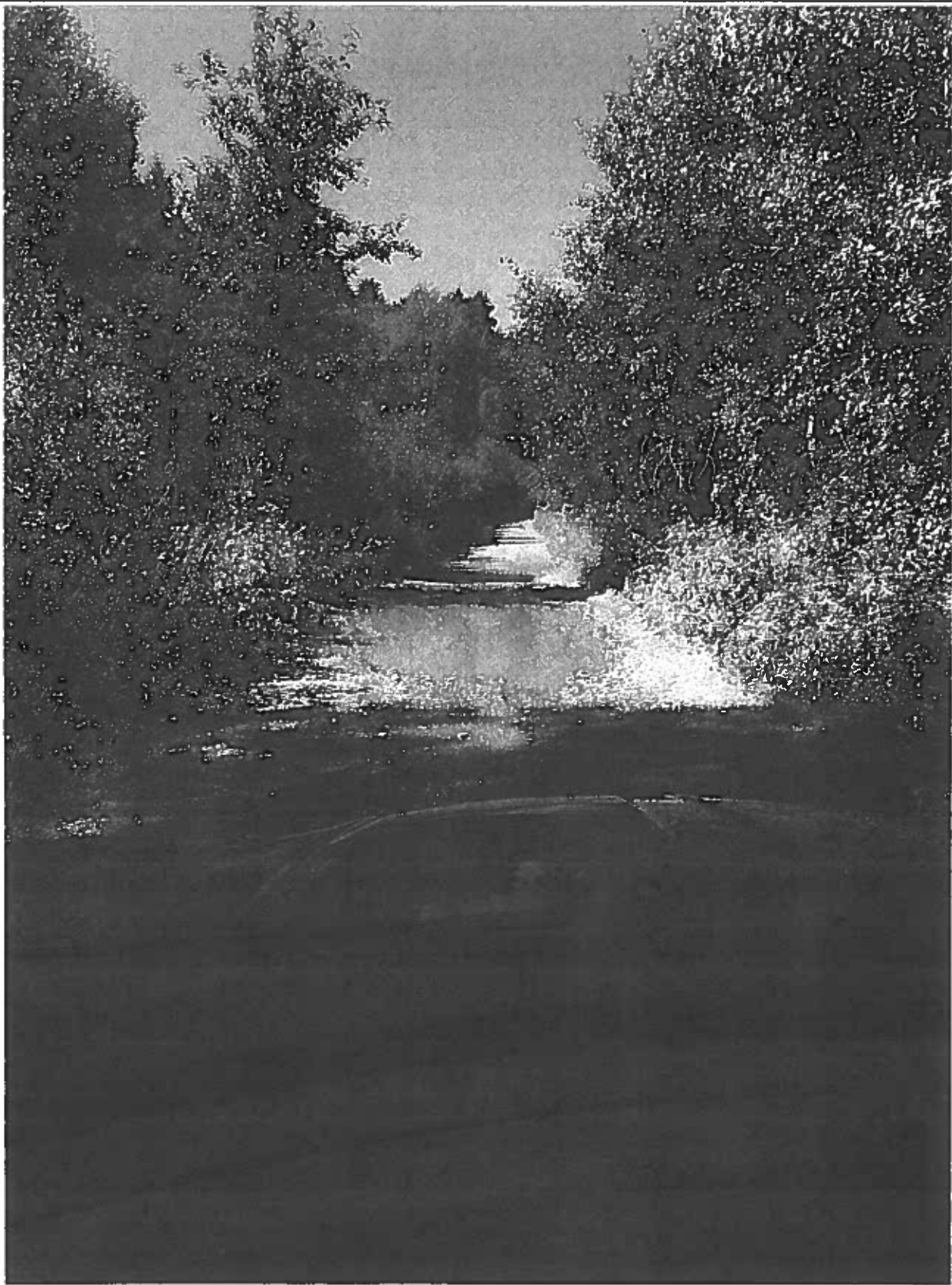
Legally, the Town of Veazie can only spend money on this private road for the purpose of providing public access to the Buck Hill Conservation Area.

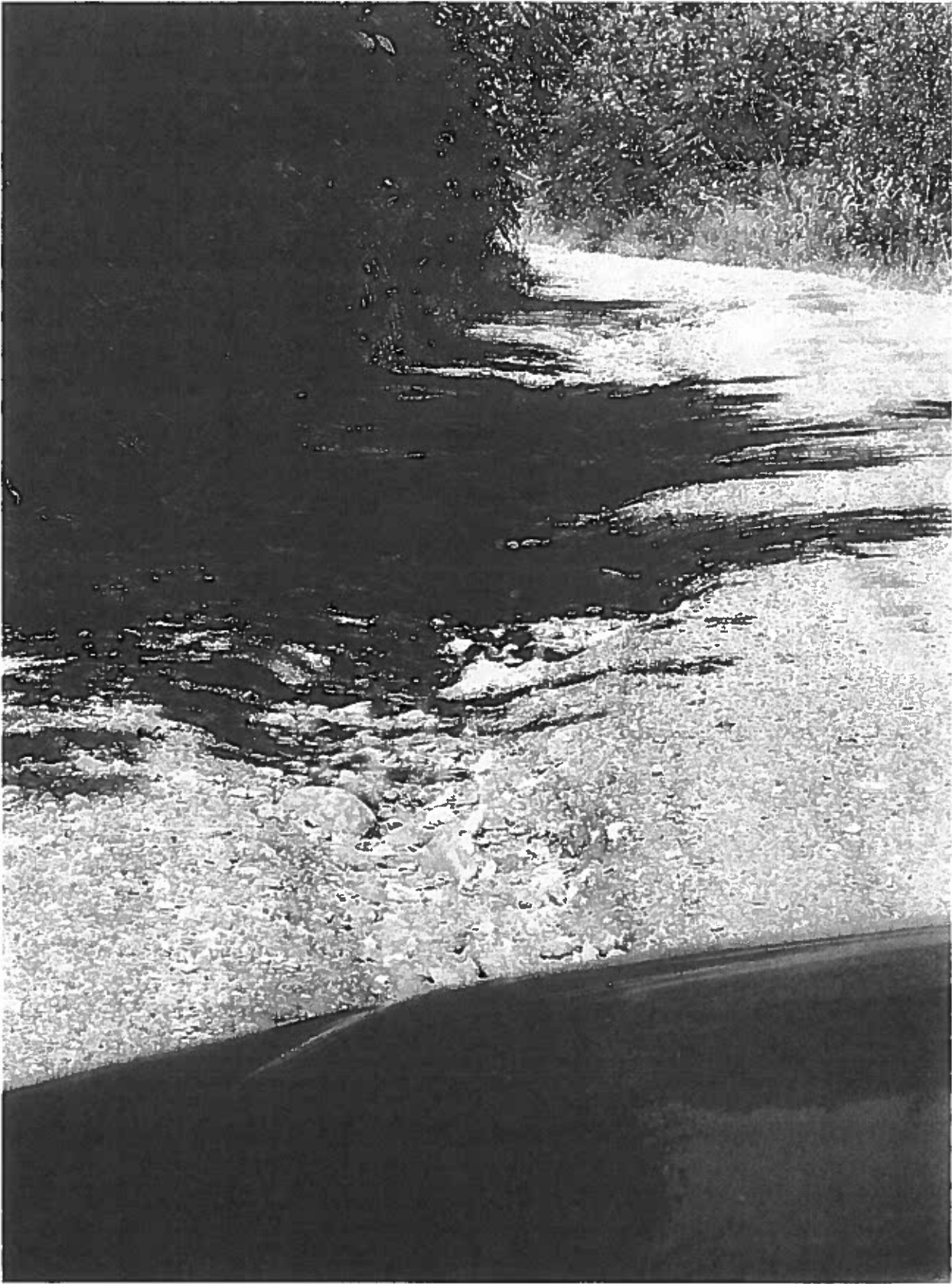
All parties having interest in this section of road are willing to entertain splitting the cost of repairing the road and clearing the vegetation. One homeowner has taken some time to consider this option.

I received an estimate from Lou Silver Inc. for the repair of the road as well as an estimate from Madden Sustainable Forestry to cut back the encroaching vegetation. Both projects combined will not exceed \$3,000.00.

Due to the severity of the deteriorating road conditions I recommend we perform the needed repairs as soon as possible but work simultaneously work towards a road maintenance agreement will be presented at a future council meeting for discussion and approval.















Lease Agreement between The Town of Veazie and Veazie Salmon Club

Memorandum of Agreement made between the Inhabitants of the Town of Veazie, a municipal corporation located in the County of Penobscot and the State of Maine, hereinafter referred to as "the Town", and Veazie Salmon Club, a Maine corporation located in Veazie, Maine, hereinafter referred to as "the Club".

The Town does hereby demise and let unto the Club a parcel of land, hereinafter referred to as "the Property," located in said Veazie, situate at the base of the old dump, said parcel described as follows, to wit: Beginning at an iron bolt driven on the line between property owned by the Town of Veazie and land now or formerly of Norman J. Prouty, said bolt being more particularly located 200' N 79° - 30' E from Shore Road, so called, at an angle point in the southerly line of Grantor; thence turning N 72° - 30' E and running 290 feet along the southerly line of Grantor to a point; thence turning N 24° - 48' W and running 80' feet, more or less, to an iron pin set; thence continuing on the same course 120' to a point; thence turning S 72° - 30' W and running 100' Feet to a point; thence turning S 17° - 30' E and running 170' feet to a point 30' feet northerly of Grantors southerly line; thence turning S 72° - 30' W and running 170' parallel with and 30' feet northerly on Grantor's southerly line, to a point of beginning. Meaning and intending to more particularly describe a trapezoidal shaped portion of the Town dump, containing about 1/2 of an acre. Said parcel is wholly contained within the parcel of land conveyed by Norman J. Prouty to the Town of Veazie by deed dated February 14, 1948 and recorded in Penobscot Registry of Deeds in Vol. 1287, Page 20. There is reserved, however, to the Lessor-Town a right of way to pass over the leased premises by foot or by vehicle of any kind for access to other property of the Lessor and for access to the shore of the Penobscot River. The general public shall also have the right to pass over the leased premises on foot or by vehicle of any kind for access to the shore of the Penobscot River.



Lease Agreement between The Town of Veazie and Veazie Salmon Club

The term of this lease shall commence as of _____ and shall terminate at 11:59 p.m. on _____. The Club may renew this lease for three (3) additional terms of five (5) years each; provided the Club has given the Town written notice of its exercise of its right to renew, which notice must be received by the Town at least thirty (30) days before the end of renewal term as the case may be and the Town Council shall review the lease at the end of each five (5) year term. The Club shall exercise all of its renewal options, the lease shall in any event terminate at 11:59 p.m. on _____. The Town will give first consideration to the Club for use of the leased premises at the end of said twenty (20) year period, if the Club shall have exercised all of its renewal options; provided, however; the final decision as to the use of the area shall be at the sole discretion of the Town. If the Club shall exercise its right to renew this lease the Town and the Club shall execute a written notice that the lease has been renewed. If such notice is not recorded in the Registry of Deeds within 30 days after the end of the term of this lease or within 30 days after the end of any renewal term it shall be conclusively presumed that this lease has expired.

The premises are leased to the Club on the following terms and conditions, to wit:

I. Real Estate

1. The Club has the right, at its own expense, to build and maintain buildings and other structures on the leased premises which are necessary and appropriate for the intended use.
2. Any plans for buildings, structures, or other site improvements must be approved ~~by the Town Council~~ in writing.
3. The Club shall be permitted to build a road over the right-of-way at its expense.



Lease Agreement between The Town of Veazie and Veazie Salmon Club

II. Conditions of Activity

1. During the term of the lease, the Club will maintain the buildings and structures on the leased property in a proper state of repair and keep the leased premises in a neat condition. The Town shall be exempt from making repairs to the premises during the term of the lease.
2. The Club shall have the right to control the leased premises, within limitation of local ordinances and state statutes.
3. The Town shall not be liable for any defects in the premises, whether now existing or hereafter occurring.
4. The Club shall carry liability insurance of sufficient amount to the satisfaction of the Town ~~Council~~, and shall furnish a copy of said policy to the Town.
5. The Club agrees to comply with all laws, codes, and regulations of Federal, State and municipal authorities, with respect to the leased premises.
6. The Town shall have the right to enter, examine and inspect the leased premises after first giving reasonable notice to the Club.
7. The Club agrees not to erect any signs without first getting ~~the~~ written consent of the Town ~~Council~~.
8. The Club will not sublet the leased premises or assign this lease without the prior consent of the Town ~~Council~~.
9. The Club shall pay to the Town a yearly rental fee equal to the revenue that otherwise would have been generated by assessing and taxing the land portion of the real estate.
10. If any condition of this agreement is found to be invalid or unenforceable, it shall not affect the reminder of the terms of this lease.



Lease Agreement between The Town of Veazie and Veazie Salmon Club

Conditions of Activity (Cont.)

11. ~~In addition to the rental fee provision of Item II.9, above, the Club shall pay to the Town a yearly rental fee of \$1.00 (one dollar) payable in advance.~~
12. Trailers or campers may not be located on the leased premises except temporarily with the express prior written consent of the Town ~~Council.~~
13. The Club will not engage in any continuing commercial activities.
14. The Club shall notify the Town at least seven (7) days in advance prior to any unusual or significant activity. ~~The Club also agrees to furnish the Town with all minutes of meeting and other newsletters.~~

III. Regulation of Use

1. The Club will keep the leased premises open to the public, excluding any structures built on the premises by the Club.
2. The club guarantees free public access to the shore and use of any picnic areas.
3. The Club agrees that any easement ~~from EMERA Maine~~ granting access and management right to the Club, shall include the right for the public to have access to the river.
4. The Club agrees not to injure or commit any strip or waste of the leased premises, permit defacement to the leased premises or permit any nuisance condition to exist on the leased premises.
5. ~~The Club shall maintain and post a current membership list and waiting list. The Club shall annually furnish the Town with a current membership list and waiting list, together with address of same. Veazie residents shall be given priority for any new openings.~~



Lease Agreement between The Town of Veazie and Veazie Salmon Club

6.5. The Club will in no way discriminate ~~in~~ with respect to membership, ~~and~~ participation, policies, ~~or and practices~~ or practices on the basis of sex, race, creed, national origin, ~~etc~~ or any other protected category.

IV. Termination of Lease

1. All buildings and structures on the property, built by the Club, shall remain the property of the Club upon the expiration or termination of the lease.
2. Upon expiration or termination of the lease, ~~The~~ club shall remove all buildings and structures owned by it, ~~and~~ The Town grants to the Club a period of ninety (90) days after the expiration or termination of the lease to remove any such buildings and structures.
3. Upon giving the Town sixty (60) days written notice of its intention to terminate, the Club may terminate the lease and be released from all obligations of the lease, except its obligation to remove its buildings and structures and to reimburse the Town for the cost of removal if it fails to do so. In the event that the Club terminates the lease, it shall retain the ninety (90) day period in which to remove its buildings and structures.
4. The Town may, for just cause, including, but not limited to, a breach of this lease by the Club, terminate the lease and be released from all obligations of the lease upon giving the Club sixty (60) days written notice of its intention to terminate. In the event the Town terminates the lease, the Club shall remove its buildings and structures within ninety (90) days after the date of termination.
5. All buildings and structures not removed from the leased premises at the end of said ninety (90) day period following the expiration or termination of this lease shall become the property of the Town and the Club shall reimburse the Town for all reasonable expenses incurred by the Town in removing any such buildings and structure from the premises.



Lease Agreement between The Town of Veazie and Veazie Salmon Club

V. Miscellaneous

Formatted: No underline

1. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
2. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.
3. The Club, and its employees, members, agents, officers, successors, and assigns, does hereby release the Town, its employees, agents, officers, successors, and assigns (collectively Releasees) from all liability of Releasees for any physical injury, death, or damage to property that results, directly or indirectly from the ~~the~~ Club's use of Town land pursuant to this lease agreement. The Club further assumes all risks of using said Property as aforesaid and agrees to indemnify, save and hold Releasees harmless from any loss, liability, attorneys' fees, damage, or costs that Releasees (or any of them) may incur arising out of or related to the use of Property by the Club or a guest of the Club, whether caused by the negligence of the Releasees or otherwise. This release and indemnification agreement includes any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that the Club had or may have, arising from or in any way related to use of the Property by the Club or a guest of the Club. The Club further explicitly agrees that it shall be solely responsible for any damage to property or injuries to persons that may arise from or be incident to the Club's use and occupation of the property, or for damages to the property or injuries to the person of the Club's members, guests, employees, agents, officers, successors, or assigns.



Lease Agreement between The Town of Veazie and Veazie Salmon Club

IN WITNESS WHEREOF the parties have caused this lease to be signed and their corporate seals to be affixed by their duly authorized officers this _____ day of _____, _____.

Witness: Town of Veazie (TOWN)

Mark Leonard,
Its Town Manager, duly authorized

Witness: Veazie Salmon Club (CLUB)

(Printed name)
Its President, duly authorized



Lease Agreement between The Town of Veazie and Veazie Salmon Club

State of Maine
Penobscot, ss. _____, 2018

Personally appeared Mark Leonard and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the Inhabitants of the Town of Veazie.

Before me, _____
Notary Public

State of Maine
Penobscot, ss. _____, 2018

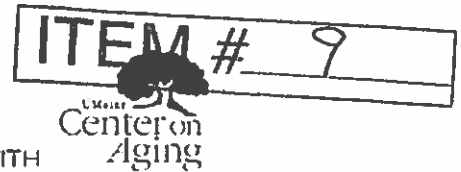
Personally appeared _____ and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the Veazie Salmon Club.

Before me, _____
Notary Public



GATEWAY SENIORS without walls

IN AFFILIATION WITH



UNIVERSITY OF MAINE
Center on
Aging

University of Maine Center on Aging Camden Hall, 25 Texas Avenue Bangor, Maine 04401-4324

Date: June 18, 2018

To: Mark Leonard,

Things are humming along here at Gateway Seniors Without Walls these days. The second edition of the Senior Yellow Pages (SYP) is in preparation for its debut in the spring of 2019. The new edition of SYP will greatly expand the coverage of topics that are useful to seniors (see enclosure). We estimate that the final draft will be 250 pages, 50 pages longer than the original.

The 2016 edition of the Senior Yellow Pages was distributed in a first printing to 1000 people. It was quickly out of print. We did a second printing of 1200 copies, which was also very popular. Both printings were available for free in public libraries and social service agencies, including the Eastern Area Agency on Aging and the Center on Aging at the University of Maine. The reviews were highly positive, and the SYP has been used by libraries as a reference book and by social workers who counsel seniors. We feel that a new edition, updated and expanded, is justified because there are roughly 40,000 people over the age of 55 and their families in the greater Bangor area. In Veazie, there are roughly 280 people over the age of 65 and if we include people 55 and over, the number is considerably larger.

As previously, the Senior Yellow Pages will be senior-friendly. There will be many more cross references to alternative titles so that topics are found easily. The revised SYP will contain a comprehensive Table of Contents and Index. The type will be large, 14-pitch. Complex topics will have introductions to orient the user. Services will be described in terms of unique features. The coil binding lets the booklet open and stay open easily.

We are grateful for your previous support for the SYP; it was a great help in making the original edition such a success. Now, we need your help to make the second edition a success. We are asking towns, banks, and businesses for donations to cover the costs of printing. The booklets cost more than \$10 per copy to print. We ask for sponsors so that we don't have to refuse a copy to people with little or no discretionary income. We hope Veazie will be able to sponsor a quarter page ad at \$600 or a half page ad at \$1200.

As you know, three residents of Veazie have provided input into the Gateway Seniors Without Walls for roughly 3 years: Karen Walker and Norma Noble have been on our Board of Directors and Sandra Patterson has served on our Advisory Committee.

I've enclosed a brochure, ad prices and sizes, a list of expanded topics, and a copy of the 2nd printing of the SYP, which I would like back. Please call if you have questions.

Best,

Ann Davidoff

Ad Size Template

HALF-SHEET

8" X 5.125"

\$1200.00

QUARTER-SHEET

3.875" X 5.125"

\$600.00

EIGHTH-SHEET

3.875" X 2.5"

\$300.00

FULL-SHEET

8" X 10.5"

\$2400.00



PrintBangor

Town of Veazie

Memorandum

To: Town Council
From: Mark Leonard, Town Manager
Date: 08-24-2018
RE: Council Meeting Conflicts

In reviewing the calendar for the up coming meetings, I have observed the following conflicts and recommend the following resolve for each,

September 10th - I am scheduled to be in New Hampshire for a New England Chief's meeting. I propose we have only one meeting in September on the 17th.

October 8th - This is Columbus Day and the Office will be closed in observation of this holiday. I propose we have one meeting in October on the 15th.

November 12th- This is Veterans Day and the Office will be closed in observation of this holiday. I propose we only have one meeting in November on the 19th.

December 24th- This is Christmas Eve and the Office will be closed in observation of this holiday. I propose we only have one meeting in December on the 17th.

I feel confident we will be able to accomplish all the work that needs to be completed during these times. If a situation arises that needs immediate attention, we can then schedule an additional meeting.

Manager's Report For August 27, 2018 Council Meeting

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

During the last Council meeting a resident requested the Town have a written policy that will allow complaints to be filed against Town Office employees. Since that meeting, we have developed and implemented such policy which outlines the procedure for filing a complaint. It was determined that the resident wished to make a complaint against Police staff and not a Town Office employee. The procedures for filing a complaint against Police staff differs from a complaint against civilian staff therefore, the Town has had a Policy specifically for Police complaints in place for many years. The complaint form has been forwarded to the resident at their request.

During the Regional Communications Board of Directors meeting, we were made aware of the resignation of the Executive Director. A search will begin shortly for his replacement.

I met with a businessman looking to move his business to Veazie. He met with the Code Enforcement Officer to make sure he is in compliance with the Town's ordinances before submitting his application. At this time, we determined that additional land will be needed to meet the requirements. He will be contacting neighboring land owners to inquire about purchasing additional land. At this time, we have not heard back from him.

After several months and a lot of hard work between A/C Metcalf, myself and the FEMA representative, I have signed off on the reimbursement for the wind storm that took place in October 2017. The Town will receive some reimbursement in the near future.

The year-end audit for the Town started on August 31st and it appears all things are in compliance. A Final report will be presented once the audit of the School is completed.

I have received 2 freedom of information requests, one of which was for a Town employee and one for police reports. Staff is working on fulfilling these requests.

The Welfare Director from the Town of Dexter contacted me regarding our Good Morning Program which is conducted by the Police and Fire Departments. She is looking to start a similar program and was referred to me because of the success of our program.

Superintendent Cyr and I met with the Viking editor and finalized the Viking which has been produced and distributed. I would like to thank everyone who contributed to this edition. Please feel free to send me articles or topics you would like to see in the next edition.

After several weeks of negotiations, legal staff, the Town and Lou Silver Inc. have finalized a 1-year contract for winter maintenance and other services that may include.

Manager's Report

For August 27, 2018

Council Meeting

The lease agreement between the Town and the Salmon Club expired in 1989 therefore, I have updated and legal staff has approved a new agreement which has been forwarded to the Salmon Club board for review. I will present the lease agreement at the Council meeting for final approval and authorization to execute.

In an effort to provide additional services to the seniors in our community, I along with Eastern Area on Aging have implemented a food commodity program. In total, 13 senior residents participated and all are extremely grateful this program is available. This is just one other service I am happy to offer to the seniors of Veazie.

The Town of Veazie was hosted monthly area stormwater meeting which was well attended by surrounding community representatives.

The Veazie 5K was a success again this year. I wish to thank all the sponsors, volunteers and participants for making this event possible. I have started working on next year's event and I am hopeful the event will grow.

I am happy to report that the taxes have been committed and we were able to maintain the same mill rate as last year at 18.15. Thank you to staff for their hard work on this process.

Paving has been completed on Buck Hill Drive and Chase Road. The Contractor and I are currently working on a few additional areas as well as re-stripping Chase Road.

After recent heavy rain which caused substantial rutting of the private road used to access the Buck Hill Conservation area, the question of who is responsible for maintaining the road arose again. I along with legal staff am working with homeowners on Mutton Lane to develop a road association which shall be responsible for the maintenance. During my inspection of the damage caused by the rain, I observed the vegetation on the sides of the road needs to be cut back. A/C Metcalf, Lt. Sirois and I agree that if this is not done, and we need to respond to the area for an emergency, it will cause damage to the sides of our larger emergency vehicles. I requested and received an estimate from Lou Silver Inc. to repair the road and an estimate from Madden Sustainable Forestry to cut back the brush. I feel that both of these projects need to occur fairly soon which will likely be before the road association is implemented.

Attachments:

1. Letter from EAAA
2. Letters of support for Bangor Community Connector
3. Notices of Violation
4. Letter from FEMA
5. BASWG Agenda
6. Letter from MMA on Dividend Payment
7. Letter from Charter on changes to cable
8. Flier from Maine Housing



July 18, 2018

Mark Leonard
Town of Veazie
1084 Main St
Veazie, ME 04401

Dear Mark,

Thank you for volunteering with our Supplemental Food Program. It takes many volunteers to enable the programs of Eastern Area Agency on Aging to exist, in fact there are eight volunteers for each staff person. It is evident that, without our volunteers, we could not provide the support that we do.

We want your volunteer experience to be fulfilling and always welcome input and questions from volunteers. Kelly Adams is your Program Manager. If you have not already heard from Kelly, you can expect she'll reach out shortly to discuss your volunteer assignment and answer any questions you may have.

If you need anything in the mean time please reach out to me directly at 941-2865 ext. 129 or aduplisea@eaaa.org

Welcome to the Eastern Area Agency on Aging family of volunteers!

Sincerely,

Ann Duplisea

Ann Duplisea
Executive Assistant



TOWN OF
Veazie
MAINE

1084 Main Street, Veazie, ME 04401
Phone: (207) 947-2781 | Fax: (207) 942-1654
veazie.net

July 30, 2018

Mark G. Bathrick
FTA Program Manager
Federal Transit Administration
1200 New Jersey Avenue, SE
Washington, DC 20590

Dear Mr. Bathrick:

I am writing to express the Town of Veazie's full support of the City of Bangor's Community Connector Public Transit System's application to the Federal Transit Administration's (FTA) Fiscal Year 2018 Competitive Funding Opportunity: 5339 Buses and Bus Facilities Infrastructure Investment Program. The application requests funds to purchase up to seven (7) buses to replace current vehicles that have exceeded their useful life. In addition, funding is requested for technology that will enable passengers to access real time information regarding bus arrival times.

The Community Connector Public Transit System has been serving the greater Bangor region including the communities of Brewer, Hampden, Orono, Veazie, and Old Town for more than 40 years. More importantly, this system provides direct service to students and faculty at the University of Maine, the State's largest higher education institution. Since its launch, the Community Connector has strived to maintain effective and reliable transportation services for citizens, many of whom rely on the fixed bus route to travel to and from work, school, healthcare appointments, shopping, social activities etc. As a regional partner and stakeholder, we understand the value of maintaining a safe and fully operational transit system.

The Buses and Bus Facilities Infrastructure Investment program's goals are to improve the condition of public transportation bus fleets in order to maintain critical services and assure that the users have access to safe and reliable transportation. If approved, the City of Bangor will be able to purchase new buses to replace aged-out vehicles, as well as much needed support equipment that will significantly enhance the quality of service in Bangor and its surrounding rural communities.

The Town of Veazie fully supports this request and look forward to a positive outcome for the City of Bangor and the people we all serve. Thank you in advance for your consideration.

Sincerely,

Mark E Leonard

Mark E. Leonard
Town Manager
Town of Veazie



TOWN OF
Veazie
MAINE

1084 Main Street, Veazie, ME 04401
Phone: (207) 947-2781 | Fax: (207) 942-1654
veazie.net

July 30, 2018

Mark G. Bathrick
FTA Program Manager
Federal Transit Administration
1200 New Jersey Avenue, SE
Washington, DC 20590

Dear Mr. Bathrick:

I am writing to express the Town of Veazie's full support of the City of Bangor's Community Connector Public Transit System's application to the Federal Transit Administration's (FTA) Fiscal Year 2018 Competitive Funding Opportunity: 5339 Buses and Bus Facilities Infrastructure Investment Program.

The application requests funds to construct a bus facility that will replace the current one which was built in 1989 and has not had any updates or renovations to date. A new bus facility will add much needed space and amenities as well as new technology that will help passengers be more productive during wait times and attract new passengers. A bigger facility will allow the City of Bangor the opportunity to invite other transit agencies in the service area to join the Community Connector Public Transit System, making connectivity in our region an option.

The Community Connector Public Transit System has been serving the greater Bangor region including the communities of Brewer, Hampden, Orono, Veazie, and Old Town for more than 40 years. More importantly, this system provides direct service to students and faculty at the University of Maine, the State's largest higher education institution. Since its launch, the Community Connector has strived to maintain effective and reliable transportation services for citizens, many of whom rely on the fixed bus route to travel to and from work, school, healthcare appointments, shopping, social activities etc. As a regional partner and stakeholder, we understand the value of maintaining a safe and fully operational transit system.

The Buses and Bus Facilities Infrastructure Investment program's goals are to improve the condition of public transportation bus fleets in order to maintain critical services and assure that the users have access to safe and reliable transportation.

If approved, the City of Bangor will be able to construct a new facility which will replace an aged, antiquated, non-compliant bus depot, significantly enhancing the quality of service in Bangor. The new facility will offer a modernized, reliable, and fully compliant bus facility to the passengers.

The Town of Veazie fully supports this request and look forward to a positive outcome for the City of Bangor and the people we all serve. Thank you in advance for your consideration.

Sincerely,
Mark E Leonard
Mark E. Leonard
Town Manager
Town of Veazie



1084 Maine Street
Veazie, Maine 04401-7091
Tel: (207) 947-2781 fax: (207) 942-1654

COPY

August 6, 2018

Robert W. Kelly
1374 State Street
Veazie, Maine 04401-7003

RE: Notice of Violation and Order to Correct Violations of the Town of Veazie Property Management Ordinance Section 4. Maintenance Required and Section 5. Maintenance Standards/Premises and Yard Areas.

Dear Robert W. Kelly,

This letter serves as Notice of Violation and Order to Correct Violations of the Town of Veazie's Property Management Ordinance Section 4. Maintenance Required which states " All buildings and structures, and all parts thereof, shall be maintained in a safe, sanitary and non-hazardous manner." Section 5. Maintenance Standards/Premises and Yard Areas states "1. All premises and yard areas shall be maintained in a safe and sanitary condition. 2. Weeds and grass shall be kept from becoming overgrown."

Findings of Fact

1. On August 3, 2018, I as the Code Enforcement Officer for the Town of Veazie made a site visit to 1374 State Street, to property owned by you and identified on Assessor's Tax Map 06 Lot 68 and located in the Residential 2 Zone and recorded in Penobscot Registry of Deeds Book 3019 Page 326.
2. At that site visit I personally observed an accumulation of discarded trash in right side of the garage creating a un-safe, un-sanitary condition and a fire hazard.
3. At that site visit I personally observed that the grass and weeds have become overgrown.

Order to Correct Violations

1. Remove and properly dispose of all discarded trash, garbage, refuse, junk or other material in garage which creates un-safe, un-sanitary and fire hazard and a breeding place for vermin by September 7, 2018.
2. Maintain outside lawn and weed control by September 7, 2018.

Unless these violations are corrected by dates indicated above, I will refer this matter to the municipal officers for possible commencement of legal action in the Maine District Court. If the Town is the prevailing party in enforcement litigation, you may be liable for the Town's attorney fees and costs plus civil penalties. Fines of up to \$2,500 per violation per day the violation exists may be imposed.

Section L.3. Administrative Appeals, states upon written application of an aggrieved party received by the Code Enforcement Officer within thirty (30) days of a decision of the Code Enforcement Officer, hear appeals from such decision.

If you have any questions about what you need to to comply with this ORDER, please contact me immediately.

Sincerely,



John Larson
Code Enforcement Officer
Town of Veazie

CC: Town Manager
file



TOWN OF
Veazie
MAINE

COPY

1084 Maine Street
Veazie, Maine 04401-7091
Tel: (207) 947-2781 fax: (207) 942-1654

August 6, 2018

Cory Piatt
Cody Piatt
6 Flint Lane
Veazie, Maine 04401-7003

RE: Notice of Violation and Order to Correct Violations of the Town of Veazie Property Management Ordinance Section 4. Maintenance Required and Section 5. Maintenance Standards/Premises and Yard Areas.

Dear Cory Piatt and Cody Piatt,

This letter serves as Notice of Violation and Order to Correct Violations of the Town of Veazie's Property Management Ordinance Section 4. Maintenance Required which states "All buildings and structures, and all parts thereof, shall be maintained in a safe, sanitary and non-hazardous manner." Section 5. Maintenance Standards/Premises and Yard Areas states "1. All premises and yard areas shall be maintained in a safe and sanitary condition. 2. Weeds and grass shall be kept from becoming overgrown."

Findings of Fact

1. On August 6, 2018, I as the Code Enforcement Officer for the Town of Veazie made a site visit to 6 Flint Lane, to property owned by you and identified on Assessor's Tax Map 10 Lot 06-13 and located in the Residential 4 Zone.
2. At that site visit I personally observed an accumulation of discarded trash creating a unsafe, un-sanitary condition and a fire hazard.
3. At that site visit I personally observed that the grass and weeds have become overgrown.

Order to Correct Violations

1. Remove and properly dispose of all discarded trash, garbage, refuse, junk or other material which creates un-safe, un-sanitary and fire hazard and a breeding place for vermin by September 7, 2018.
2. Maintain outside lawn and weed control by September 7, 2018.

Unless these violations are corrected by dates indicated above, I will refer this matter to the municipal officers for possible commencement of legal action in the Maine District Court. If the Town is the prevailing party in enforcement litigation, you may be liable for the Town's attorney fees and costs plus civil penalties. Fines of up to \$2,500 per violation per day the violation exists may be imposed.

Section L.3. Administrative Appeals, states upon written application of an aggrieved party received by the Code Enforcement Officer within thirty (30) days of a decision of the Code Enforcement Officer, hear appeals from such decision.

If you have any questions about what you need to to comply with this ORDER, please contact me immediately.

Sincerely,



John Larson
Code Enforcement Officer
Town of Veazie

CC: Town Manager
file



FEMA

August 6, 2018

Chris Bagley, Town Council Chair
Town of Veazie
1084 Main Street
Veazie, ME 04401-7091

Subject: Field Survey in Support of Floodplain Mapping Updates in the Southern Portion of the
Lower Penobscot Watershed

Dear Mr. Bagley:

On April 26, 2016, the Maine Floodplain Management Program in partnership with the Federal Emergency Management Agency (FEMA) conducted a Discovery meeting for the southern portion of the Lower Penobscot Watershed as part of FEMA's Risk Mapping, Assessment, and Planning (Risk MAP) program. During the meeting, the Maine Floodplain Management Program discussed areas of flooding concern and project goals, milestones, and products with a variety of stakeholders, including FEMA officials, state and community officials, and watershed interest groups. Flooding sources considered during this meeting included major rivers such as the Penobscot River, Felts Brook, Sedgeunkedunk Stream, and Kenduskeag Stream, as well as other smaller rivers and tributaries in the watershed.

The purpose of this letter is to inform your community that there will be field surveying activities within your community. The data obtained from this task will be incorporated in subsequent hydrologic and hydraulic studies that may be used to produce an updated Flood Insurance Study (FIS) report and Flood Insurance Rate Map (FIRM) panels for your community.

A portion of the field survey effort was already completed in 2017 by Nadeau Land Surveys and is anticipated to resume in August 2018 and continue through October 2018. Survey staff from Nadeau Land Surveys will carry photo identification and this FEMA letter detailing the purpose of their activities. The crews will be taking field measurements and photographs and using survey equipment to collect topographic data. The survey team will contact the community police agency prior to starting field activities.

The survey team will make every effort to stay on public lands and right-of-ways; however, it may be necessary for the surveyors to enter private property for short periods of time. Where private property access is required, an employee from the surveying team will make a bona fide, good faith attempt to contact the property owner in advance to seek permission. The surveyors will respect all property and will not interfere with landowner use. Upon request, the surveyors will identify themselves by driver's license or state identification and this letter of introduction from FEMA.

We look forward to working with officials from your community on this study, which we believe to be an important step for your community to administer effective floodplain management programs and communicate the most accurate risk information. If you have any questions,

Town of Veazie, Penobscot County, Maine
August 6, 2018
Page 2

please do not hesitate to contact John Grace, CFM, Engineer, FEMA Region 1, at (617) 832-4751 or John.Grace@fema.dhs.gov.

Sincerely,



Kerry Bogdan
Risk Analysis Branch Chief
Mitigation Division
FEMA Region I

cc: John Larson, Code Enforcement Officer, FPA, Town of Veazie
Donald MacKay, Chairperson, Planning Board, Town of Veazie
Bill Masters, Board of Appeals, Town of Veazie
Mark Leonard, Town Manager, Road Commr., Dir. EMA, Fire Chief, Town of Veazie
Julie Strout, Deputy Town Clerk, Town of Veazie
Michelle Tanguay, Director, Penobscot County Emergency Management Agency
Suzanne Krauss, Director, Maine Emergency Management Agency
Sue Baker, State NFIP Coordinator, Maine Floodplain Management Program
Alex Sirotek, Regional Service Center, Region I
Erik Danielson, Project Manager, Compass
John Grace, CFM, Engineer, FEMA Region I



Bangor Area Storm Water Group Meeting

August 9, 2018

Location: Veazie Town Office, Veazie, Maine

9:00 am – 11:00 am

AGENDA

- 9:00 am Welcome and Introductions
- 9:10 am DEP Happenings
Update from Rhonda Poirer, DEP Stormwater Coordinator
- 9:30 am Training for MS4s on how to improve social media impact
Training presented by Pulse Marketing Staff
MS4s are welcome to invite additional staff to participate in the training session
- 10:15 am Review of draft report materials in preparation for September 15th
regional MS4 plan reporting deadline
- 10:30 am BASWG Spending Plan Review –Review and discussion
- 10:45 am E&O updates and agenda setting for September BASWG meeting
- 11:00 am BASWG Meeting Adjourns

2018 Upcoming Meetings Calendar

Date	Agenda Items	Location
September 13	Wetland Management Presentation (CES, Inc.)	Old Town City Hall
October 11	Managing Chlorides (Frank)	Old Town City Hall
November 8	Sharing Orono's Integrated Guidance Document (Belle Ryder and Rob Yerxa)	Orono Town Hall
December	Budget Planning and Regional Plan Discussion	Machias Savings Bank Community Room, Brewer?



MAINE MUNICIPAL ASSOCIATION

Risk Management Services

60 Community Drive
P.O. Box 9109
Augusta, Maine 04332-9109

Telephone No.

(207) 626-5583
(800) 590-5583 Maine Only
Fax No. (207) 626-0513

DATE: August 10, 2018

TO: Members of the Workers Compensation Fund and the Property & Casualty Pool

FROM: Michelle Pelletier, CPCU, AU
Director, Risk Management Services

RE: Dividend Payments

We are pleased to announce that the Board of Trustees of the **MMA Workers Compensation Fund** voted at its May 24, 2018 meeting to allow a total dividend of no more than \$650,000 to the members of the Fund who meet the established criteria. Continuing members whose 2017 contributions are greater than \$25,000 annually, whose 2017 loss ratio is less than 40% and whose three-year loss ratio is less than 75% will receive a 5.33% dividend. Continuing members whose 2017 contributions are less than \$25,000 annually and whose loss ratio is less than 50% for the three years ending December 31, 2017, will also receive a 5.33% dividend. All losses are valued as of June 30, 2018.

The Board of Directors of the **MMA Property & Casualty Pool** voted at its May 24, 2018 meeting to allow a dividend to current members of the Pool who meet the established criteria. To earn a dividend, a member must have a loss ratio of 50% or less for the qualifying year of July 1, 2016 to July 1, 2017, calculated and valued as of June 30, 2018. Continuing members whose participation began on July 1, 2012 or prior will earn a 5.4% dividend and members who joined after July 2, 2012 will receive a 4.4% dividend.

Cost savings are realized in providing services to members who participate in both the Property & Casualty Pool and the Workers Compensation Fund. In recognition of the savings, both boards voted to add 1% to the dividends for each program for members who qualify and earn a dividend. If you are among the members who participate in both the Workers Compensation Fund and the Property & Casualty Pool, and you earned a dividend for either or both programs, the additional 1% has been included in the calculation.

Your entity has played a big part of making the Workers Compensation Fund and the Property & Casualty Pool successful programs through good risk management and sound loss prevention. Each of the respective boards are pleased with the results of these programs and thanks you for your support and continued participation. The final dividend distribution for the Workers Compensation Fund and Property & Casualty Pool totals \$1,249,861.

We encourage you to use the enclosed press release to announce the results of your successful risk management activities and good loss experience to your community. If you have any questions about the dividend or any of the Risk Management Services programs, please call me at 1-800-590-5583.

PRESS RELEASE
For Immediate Release

Municipal officials are pleased to announce that the **Town of Veazie** has received a **\$2,505** dividend check from the Maine Municipal Association as a result of its good loss experience and loss prevention programs.

The Maine Municipal Association offers three self-funded pools for municipal and quasi-public entities in Maine: the Workers Compensation Fund formed in 1978, the Property & Casualty Pool formed in 1987 and the Unemployment Compensation Fund formed in 1978.

The programs are overseen by governing boards of elected and appointed municipal officials. At its May meeting, the board approved another dividend distribution. Actual allocation and eligibility is based on the individual member's own loss experience. Michelle Pelletier, Director of Risk Management Services for MMA, said more than 79 percent of program participants received a dividend this year for their good risk management practices and favorable loss experience.

This year the Workers Compensation Fund has distributed almost **\$650,000** in dividends to participants and the Property and Casualty Pool has paid dividends of nearly **\$600,000**, for total payments of just over \$1.2 million returned directly to MMA members.

Maine Municipal Association has been paying dividends since 1997, the two programs have returned over **\$22 million** to participating members. For more information about any of the MMA Risk Management Services programs, including online training programs and other services, check the offerings on their website at www.memun.org and click on the Risk Management Services link, or call 1-800-590-5583.



August 17, 2018

Re: Charter Communications - Upcoming Changes

Dear Municipal Official:

This is to inform you that Charter Spectrum is making some exciting changes for our customers in the **Bangor Area**. We're upgrading our cable television service to a digital-only signal that will allow us to deliver to customers a substantial increase in HD channels. Over time, television technology has advanced from an analog format to a higher-quality digital signal. This upgrade will provide Charter Spectrum customers with enhanced picture and sound quality, a more expansive channel offering and exciting new products and services, including access to thousands of *free* On Demand programming choices.

Beginning on or after **September 18, 2018**, Charter Spectrum will begin removing the remaining analog channels on our lineup and delivering only higher-quality digital signals to each television outlet in the home. Over 90% of Charter Spectrum customers are already using digital equipment (set top boxes, digital adaptors or CableCard devices) to view their television programming. For customers without Charter Spectrum-issued digital equipment, this upgrade will require the installation of a Charter Spectrum set top box or CableCard device on each television.

To ensure a smooth transition, Charter Spectrum is providing free equipment offers to customers, depending on their status and current equipment, for a specified period of time. These offers will be communicated to customers in greater detail through direct mail. Upon the expiration of the free equipment offer, applicable standard rates will apply.

Our priority is to ensure that our customers do not experience any disruption to their service when the 100% digital upgrade occurs. In the coming weeks, Charter Spectrum will be actively communicating with customers through direct mail and an informational website.

Concurrent with this all-digital upgrade, Charter Spectrum will be encrypting all television channels, including the basic tier of service and grouping similar channels into "neighborhoods." Encryption will result in a more secure network and additional bandwidth to provide more advanced services, and creating channel "neighborhoods" will make it easier for customers to find and access their favorite categories of programming.

Beginning on or after **September 18, 2018**, Public, Educational, and Government Access Channels (PEG Channels) will be relocated into a "Public Affairs Neighborhood." The new locations of each of the PEG Channels may be found below.

- Public/Education/Government Access Channels 2, 5 and 7 in the Bangor lineup will be located on Channel 1301, 1302 and 1303 on the Basic tier.

The following channels are being added and/or dual carried on the following channel placements:

OWN	16
Golf Channel	21
TBN	22
Destination America	72
WGN America	73
Discovery Life	74
BBC America	75
FXM	76
Galavision	77
Hillsong Channel (Olympusat)	78
SonLife (Olympusat)	79
SEC Network	80
Hallmark Movies & Mysteries	82
Investigation Discovery	83
Bloomberg	84
Velocity HD	85
FOX Business Network	86
WE tv	87
Disney Jr	88
Nick Jr	89
Nicktoons	90
TeenNick	91
FS1	92
NFL Network	93
American Heroes Channel	94
Science	95
SundanceTV	96
DIY Network	97
National Geographic	98
Nat Geo WILD	99

All PEG channels will be searchable on the Program Guide, which will be available to customers going forward. Charter will be actively communicating channel changes through direct mail to customers and an informational website: www.spectrum.com/digitalnow.

We remain committed to providing excellent communications and entertainment services in all of the communities we serve. If you have any questions about this change, please feel free to contact me via email at shelley.winchenbach@charter.com or phone (207) 620-3319.

Sincerely,

Shelley Winchenbach
Director, Government Affairs
Charter Communications



ODORLESS TASTELESS ARSENIC IS TOXIC

TAKE THESE STEPS TO KEEP YOUR FAMILY SAFE

- ✓ Get your well water tested
- ✓ Find out if you qualify for assistance
- ✓ Fill out a program application
- ✓ If approved, MaineHousing schedules & pays for work

CONTACT INFO:

MaineHousing
353 Water St.
Augusta, ME 04330-4633

mainehousing.org/arsenic
arsenic@mainehousing.org
(207) 626-4600
1-800-452-4668
Maine Relay 711

WELL DONE!

ENJOY SAFE DRINKING WATER



