

**TOWN OF WINSLOW, MAINE  
REGULAR COUNCIL MEETING  
& PUBLIC HEARING  
July 13, 2015  
7:00 p.m.**

EXECUTIVE SESSION

- Consultation with legal counsel

PUBLIC HEARING

1. Ordinance No. 8-2014: Providing for Adding a new section to the Winslow Zoning Ordinance Chapter 14, Building and Property Maintenance Ordinance.

REGULAR COUNCIL MEETING

1. Roll Call
2. Recite the Pledge of Allegiance
3. Approval of Minutes of Previous Meeting (June 8).
4. Communications
  - a. Legislative Report
  - b. Other
5. Reports of Committees and Commission
  - a. Town Manager's Report
  - b. Department Reports
  - c. Finance Committee Report (Treasurer's Warrants)
  - d. Financial Report.

UNFINISHED BUSINESS

2. Ordinance No. 8-2014: Providing for Adding a new section to the Winslow Zoning Ordinance Chapter 14, Building and Property Maintenance Ordinance. (Second Reading) Sponsored by Ben Twitchell.
1. Order No. 6-2015: Providing for The Expenditure of Funds from the Capital Improvement Fund. (Second Reading) Sponsored by Gerald Saint Amand.
2. Order No. 7-2015: Providing for Authorizing up to \$875,000 of the Town's General Obligation Bonds to finance the acquisition of Municipal equipment and vehicles and other municipal Improvements. (Second Reading) Sponsored by Gerald Saint Amand.

3. Order No. 8-2015: Providing for Authorizing up to \$4,350,000 of the Town's General Obligation Bonds to refinance and refund a portion of The Town's Existing Series 2006 and 2007 Bond Obligations. (Second Reading) Sponsored by Gerald Saint Amand.

NEW BUSINESS

1. Order No. 9-2015: Providing for the Authorization for the Town Manager to Sign a Commercial Lease between the Town and Wunderlich Properties LLC. (First Reading) Sponsored by Gerald Saint Amand.
2. Order No. 10-2015: Providing for the Authorization for the Town Manager to renew the information Technology Service Agreement with the City of Waterville for a Three Year Term. (First Reading) Sponsored by Gerald Saint Amand.
3. Resolution No. 18-2015: Providing for Authorization for the Town Manager to Renovate the Benton Avenue entrance of the Town Office, at a cost not to exceed \$20,000 so that the entrance will be ADA Compliant. (One Reading) Sponsored by Gerald Saint Amand.
4. Resolution No. 19-2015: Providing for Recognition of Lieutenant John Lacombe's 18 years of Meritorious Service to the Winslow Fire Department and the Citizens of Winslow. (One Reading) Sponsored by Raymond Caron.
5. Resolution No. 20-2015: Providing for Recognition of Deputy Chief Dana Michaud's 38 years of Meritorious Service to the Winslow Fire Department and the Citizens of Winslow. (One Reading) Sponsored by Raymond Caron.
6. Resolution No. 21-2015: Providing for Approval of the attached 2014-2015 Certificate of Sewer Commitment of Sewer User Rates. (One Reading) Sponsored by Gerald Saint Amand.
7. Resolution No. 22-2015: Providing for Supporting an Amendment to the Kennebec Sanitary Treatment District's Charter to Allow the District to create a Capital Reserve Fund. (One Reading) Sponsored by Gerald Saint Amand.

ADJOURN COUNCIL MEETING



# Town Manager's Report to the Town Council

Submitted by:  
Michael W. Heavener  
June 3, 2015

*Town of Winslow - In the heart of Central Maine representing People, Pride and Progress.*

## SOLAR ORDINANCE NEEDED

On June 18, 2015, at 5:00 PM, Aaron Svedlow of Ranger Solar conducted a solar workshop for Winslow Planning Board members. Ranger Solar is a utility scale solar development company focused on the New England region. Mr. Svedlow said they are currently looking at a site on the Heywood Road here in Winslow for a large scale solar project in the 10 to 20 MW range. He said the project could cost as much as 25 million.

In order for such a project to be constructed here in Winslow, we will need to develop a utility scale solar ordinance. To accommodate Ranger Solar's timeline we should have such an ordinance adopted on or before October 13, 2015.

To help facilitate the development of a utility scale solar ordinance the Planning Board is requesting that the Town Council form a Solar Ordinance Committee consisting of **Mike Parker, Elery Keene, Gary Owen, Chris Huck (KVCOG)** and **one or two Town Councilors**. The committee should first be charged with developing a utility scale solar ordinance to be presented to the Town Council on or before September 14, 2015. After the development of the utility scale solar ordinance the committee should be charged with developing a business and residential scale solar ordinance.

## LEASE WITH WUNDERLICH PROPERTIES, LLC

As requested by the Town Council, I have worked with the Town Attorney's Office and Neal Wunderlich to develop a commercial lease for lot #1 in our Industrial Park. Since only 1 acre of the 7.7 acres of this lot is developable, I am proposing that the annual lease payment be equivalent to the tax assessment if it were taxable (\$649.45). In addition, since municipal sewer is not available to this lot the use is limited. Order No. 9-2015 in the Council Packet will authorize me to sign this lease. I will also be asking the Town Council to waive the second reading due to the fact that Wunderlich-Malec is on an accelerated timeline to construct a new facility.

## PROPOSED RENOVATION

When we did the renovation and expansion of the Police Department and Town Office in 2012 the Fire Marshal's Office also required that we renovate the Town Office entrance so that it is ADA compliant. At the time they did not specify when the renovations needed to be done.

We have sufficient funds in our Town Office Capital Account to do the project this year. Therefore, I have prepared Resolution No. 18-2015, which will authorize me to do the required renovations.

## CHANGES IN THE FIRE DEPARTMENT

Attached to this report is a notice from Fire Chief David LaFountain regarding the resignations of Deputy Fire Chief Dana Michaud and Lieutenant John Lacombe. In light of their many years of service and at the request of Town Councilor Carson, I have prepared two resolutions that recognize them for their meritorious service.

## CMGC MEMBERSHIP FEE INCREASING

In January and at last month's Council meeting I reported that the Central Maine Growth Council (CMGC) was reorganizing to improve its delivery of economic development services to the communities of Fairfield, Waterville and Winslow.

Winslow has been a member of the CMGC since 2001. The CMGC was instrumental in helping ALCOM with its most recent expansion. It was also instrumental in helping Orion RopeWorks expand its business here in Winslow.

The organization is somewhat unique because it involves a partnership between local government and private businesses. For example, private businesses contribute approximately \$67,000 to the organization annually and the three municipalities currently contribute a total of \$59,950 annually.

As a result of the reorganization the municipal fees will be increasing to \$79,650. Winslow's annual contribution will increase from \$16,656 to

\$23,895 (see attached fee scale calculation). This increase will not impact the current budget because we are paying these dues with TIF funds.

I continue to support the CMGC because I believe a regional approach to economic development is the best approach. I also believe the private/public partnership has given the organization a unique perspective when planning and developing economic development strategies.

Kim Lindlof of the Chamber and Economic Development Specialist Garvan Donegan of the Growth Council will be attending our July meeting to explain the new structure of the Growth Council and the need for the increase in municipal dues.

### **IT SERVICE AGREEMENT RENEWAL**

Our current Information Technology (IT) Service Agreement with the City of Waterville has expired and a new agreement has been prepared. The new agreement is for a three year term and represents an increase over last year of \$7,694. The primary reason for the increase is that 6 computers at the Library were added to the cost sharing formula. Although the 6 computers have been serviced by the IT staff in the past, they were omitted from the cost sharing formula in an effort by the IT staff to help control the Library's IT costs. The City of Waterville is now providing IT services to the Waterville Library and the Town of Oakland so they included the 6 computers in this agreement in order to be consistent with their cost sharing formula.

Order No. 10-2015 will authorize me to sign the new IT Service Agreement. Since the current agreement has expired I will be requesting that the second reading be waived.

### **POSSIBLE COUNTY TAX INCREASE**

Attached to this report is a letter from Kennebec County Administrator Robert Devlin. As you will see he is making us aware that the County Tax could increase an additional 3% or \$167,000 as a result of the passage of LD 186. If this increase occurs our County Tax will increase by 4.6% to \$566,872 and will be \$13,841 more than we had budgeted for FY2016.

### **PROPERTY MAINTENANCE ORDINANCE**

The State has recently enacted LD 1203, which is an Act to address the detrimental effects of abandoned properties and it gives municipalities the authority to manage abandoned properties. This new State statute is comprehensive and eliminates the need for us to pass our own ordinance.

When the Town Attorney reviewed our proposed Property Maintenance Ordinance he expressed some concern about maintaining a listing of people who are away for extended periods of time because the list would be a public record and releasable upon request. I also have some concern about the amount of time our Part-time CEO would need to spend on enforcing the requirements in the proposed ordinance.

I have attached the new State statute to this report for your review and consideration. I recommend that you do not pass our proposed property maintenance ordinance and rely on the new statute to manage abandoned properties.

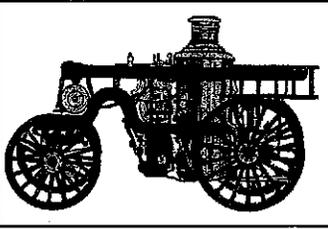
### **FIRE TRAINING FACILITY**

Fire Chief David LaFountain will be attending our July meeting to answer any questions the Town Council may have regarding the newly formed Fire Training Facility Committee.

### **END OF YEAR BUDGET REPORT**

In the Council packet is an end of FY2015 budget report. As you will see, municipal expenditures were \$39,463 less than budgeted. Excluding taxes, municipal revenues were \$192,853 higher than projected. We still have to collect \$632,489 in unpaid taxes. These numbers are not final and will likely change following the annual financial audit.

In the school budget report it appears the schools ended with a surplus of \$110,205, however, due to a revenue shortfall they actually used an additional \$105,000 of their fund balance to cover their expenditures.

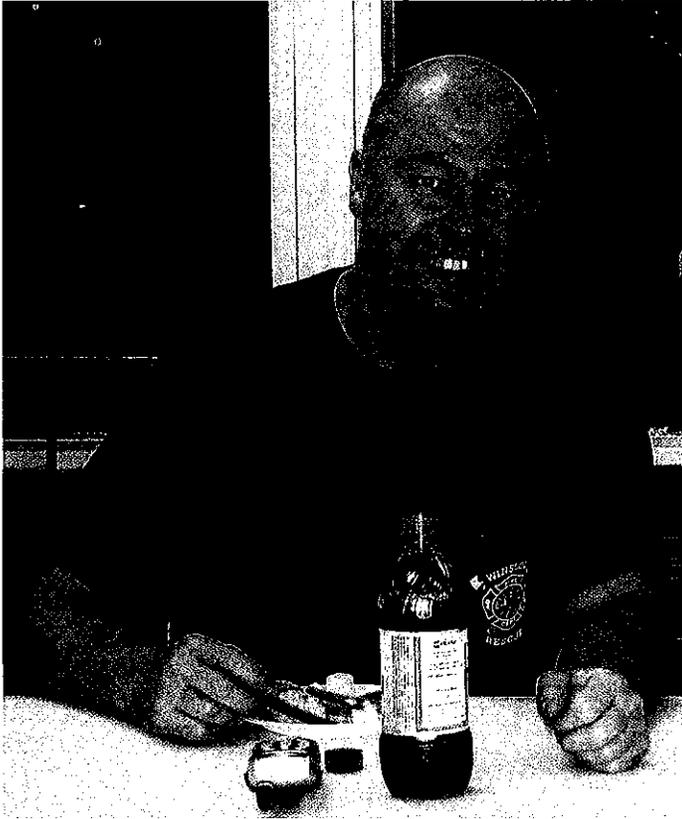


# WINSLOW FIRE DEPARTMENT

CHIEF DAVID P. LAFOUNTAIN

6/23/2015

SPECIAL TOWN COUNCIL BRIEFING  
*RECENT CHANGES IN FIRE PERSONNEL STATUS*



## *Lieutenant John Lacombe: 7/1/1993-Present*

Lt. John Lacombe has left the Winslow Fire Dept. after 18 years of service as a full-time firefighter to join Sappi as a Plant Protection Officer. In his 18 years John has diligently maintained our breathing apparatus, participated with the "Lunch Buddy" program with the elementary school, read stories to kids at the Library, coordinated our annual Fire Prevention efforts, and managed our Juvenile Fire Setter Program with Chaplain Denney. One of John's accomplishments was the development of our Public Fire Safety Education's demonstration trailer. The trailer is used throughout Central Maine to assist with education efforts. John will stay on at the Winslow Fire Department as a call-firefighter and spare driver.



## *Deputy Chief Dana Michaud: 3/1/77-6/20/15*

Deputy Chief Dana Michaud has decided to separate from service at the Winslow Fire Department after 38.3 Years of Service for personal reasons. Dana has served as Deputy Chief since January 1, 2006. Dana has been invaluable as an Assistant Chief since I have been here, and probably long before that. We will miss his dedication and institutional knowledge of the town, our citizens, and of the Fire Department itself. I would like to wish Dana and his wife Peggy well; and hope they are able to enjoy each other's company for a long time to come.

## Growth Council Dues Formula

50% by Population – 50% by Valuation  
\$79,650 estimated Municipal Dues for 2015-16

### Population

	2010 Census	% of ½ Dues	
Waterville	15,722	52% x \$39,825=	\$ 20,709.00
Winslow	7,794	26% x \$39,825=	\$ 10,354.50
Fairfield	6,735	22% x \$39,825=	\$ 8,761.50
<b>TOTAL:</b>			<b>\$ 39,825.00</b>

### Valuation

	State Valuation	% of ½ Dues	
Waterville	747,700,000	44% x \$39,825=	\$ 17,523.00
Winslow	577,600,000	34% x \$39,825=	\$ 13,540.50
Fairfield	368,250,000	22% x \$39,825=	\$ 8,761.50
<b>TOTAL:</b>			<b>\$ 39,825.00</b>

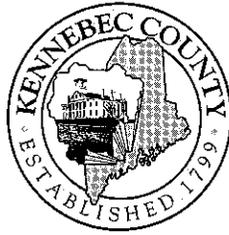
### Proposed Dues for 2015-16

Waterville .....	\$ 38,232
Winslow .....	\$ 23,895
Fairfield .....	<u>\$ 17,523</u>
<b>TOTAL: \$ 79,650</b>	

3/31/15

# County Commissioners

Kennebec County  
Courthouse



125 State Street  
Augusta, Maine 04330

Tel: 207-622-0971

Fax: 207-623-4083

July 1, 2015

Dear Municipal Officers:

Last night the House and Senate passed an amended version of LD 186 An Act to Repeal Jail Consolidation. We now await the Governor's veto.

If the Governor vetoes the bill it will come back on July 16<sup>th</sup> and we assume the House and Senate will override the bill making it law.

Passage of the bill does several things. The bill and the state budget underfund the county jail system. The jails need \$17 million from the state to operate yet the budget funded only \$13 million. The bill allows counties to raise the property tax up to 3% for the county jail.

The only good news is that our Criminogenic Addiction Recovery Academy (CARA) received separate funding through the Department of Corrections to continue our fight against the serious opiate addiction problem in our state. Special thanks go to Representative Gay Grant and Senator Roger Katz for assuring this funding in the Appropriations Committee.

Yes, the 3% is a shift back to the property tax as the state continues to underfund the county jail system.

In Kennebec the 3% represents an additional \$167,000 on the county tax assessment. Considering we need \$7.2 million to operate the jail safely this represents a small percentage of the actual need.

After the bill is finalized we will call back the county budget committee and present this to them and the county commissioners. I cannot predict if they will support the increase at this time.

However, knowing that many towns need a number to plan their tax levy we have prepared a spreadsheet that shows if the 3% was added to the county assessment and the effect on each municipality.

This is not final at this time but we felt it prudent to give you a worse case picture.

District 1

**Beverly C. Daggett**

16 Pine Street, Augusta, Maine 04330  
Res.: 207-622-9053

District 2

**Nancy G. Rines**

P.O. Box 68, South Gardiner, Maine 04359  
Res.: 207-582-1844

District 3

**George M. Jabar II**

1 Center Street, Waterville, Maine 04901  
Res.: 207-873-0781

We again apologize for the inconvenience but the theatrics at the state house are unprecedented in my two decades, first representing municipalities with MMA and now Kennebec County, in the halls of our capital.

Respectfully,

A handwritten signature in cursive script, appearing to read "Robert Devlin".

Robert Devlin, County Administrator

# FY2016 County of Kennebec PROPOSED BUDGET

The tax distribution schedule is prepared by the County of Kennebec in accordance with the provisions of the Maine Revised Statutes, Title 26, Section 201. The schedule provides information for comparison purposes. The factors of expenditures, revenue and other items used to calculate the county millage rate are provided for each municipality. The factors of expenditures, revenue and other items used to calculate the county millage rate are provided for each municipality.

April 28, 2015

Tax Distribution Schedule					
Municipality	2014 State Valuation	FY 15 Mill Rate 0.0009588609	2015 State Valuation	FY 16 PROPOSED BUDGET 0.0009814269	Percent Tax Change Using Previous 12 month budget
Albion	124,250,000	119,138.47	125,150,000	122,825.58	3.1%
Augusta	1,490,850,000	1,429,517.77	1,503,750,000	1,475,820.70	3.2%
Belgrade	587,200,000	563,043.12	578,950,000	568,197.10	0.9%
Benton	172,800,000	165,691.16	185,250,000	181,809.33	9.7%
Chelsea	149,400,000	143,253.82	144,800,000	142,110.62	-0.8%
China	388,650,000	372,661.29	383,350,000	376,230.00	1.0%
Clinton	179,850,000	172,451.13	181,450,000	178,079.91	3.3%
Farmingdale	188,150,000	180,409.68	197,650,000	193,979.03	7.5%
Fayette	161,800,000	155,143.69	159,350,000	156,390.38	0.8%
Gardiner	326,350,000	312,924.25	323,600,000	317,589.74	1.5%
Hallowell	235,250,000	225,572.03	237,600,000	233,187.03	3.4%
Litchfield	318,100,000	305,013.65	330,700,000	324,557.88	6.4%
Manchester	301,450,000	289,048.62	310,050,000	304,291.41	5.3%
Monmouth	397,200,000	380,859.55	378,100,000	371,077.51	-2.6%
Mount Vernon	240,650,000	230,749.88	245,000,000	240,449.59	4.2%
Oakland	490,100,000	469,937.73	499,750,000	490,468.09	4.4%
Pittston	178,700,000	171,348.44	177,500,000	174,203.27	1.7%
Randolph	87,000,000	83,420.90	85,850,000	84,255.50	1.0%
Readfield	264,850,000	253,954.31	260,950,000	256,103.35	0.8%
Rome	289,700,000	277,782.00	299,600,000	294,035.50	5.9%
Sidney	371,500,000	356,216.82	366,300,000	359,496.67	0.9%
Vassalboro	319,850,000	306,691.66	319,700,000	313,762.18	2.3%
Vienna	67,400,000	64,627.22	67,550,000	66,295.39	2.6%
Waterville	757,300,000	726,145.36	747,700,000	733,812.89	1.1%
Wayne	187,600,000	179,882.30	187,450,000	183,968.47	0.0%
West Gardiner	270,000,000	258,892.44	265,600,000	260,666.98	0.7%
Windsor	178,050,000	170,725.18	208,400,000	204,529.37	19.8%
Winslow	565,450,000	542,187.90	577,600,000	566,872.18	4.6%
Winthrop	610,600,000	585,480.47	606,750,000	595,480.77	1.7%
Unity Township	3,805,044	3,648.51	5,212,358	5,115.55	40.2%
Totals	9,903,855,044	9,496,419	9,960,662,358	9,775,662	
Tax Calculation		2014 ADOPTED	FY 2015 ADOPTED	FY 2016 PROPOSED	% CHANGE
Total Estimated Expenditures		\$ 10,696,799	\$ 10,900,919	\$ 11,236,334	3.08%
Total Estimated Reimbursement					
Total Estimated Revenues		\$ (1,155,500)	(\$1,254,500)	(\$1,310,672)	4.48%
Surplus from Unassigned Fund Balance		\$ (150,000)	(\$150,000)	(\$150,000)	0.00%
Tax Revenue Required		\$ 9,391,299	\$ 9,496,419	\$ 9,775,662	2.94%

STATE OF MAINE

—  
IN THE YEAR OF OUR LORD  
TWO THOUSAND AND FIFTEEN

—  
S.P. 430 - L.D. 1203

**An Act To Address the Detrimental Effects of Abandoned Property**

**Be it enacted by the People of the State of Maine as follows:**

**Sec. 1. 30-A MRSA §3106-A is enacted to read:**

**§3106-A. Municipal authority to manage abandoned properties**

**1. Definitions.** As used in this section, unless the context otherwise indicates, the following terms have the following meanings.

**A. "Property defects"** means the conditions that, in the judgment of the municipality, contribute to blight as a result of the continued lack of care, maintenance or security of a property.

**B. "Responsible parties"** means the owner or owners of record.

**2. Municipal authority.** In accordance with this section, the municipal officers or the officers' designee may regulate the care, maintenance and security of property determined to be abandoned under subsection 4, if the responsible parties fail to address the property defects after notice and an opportunity to comply. The municipality may recover its costs from the responsible parties. The authorities established by this section may not be construed to replace or supplant any municipal authority to provide for basic necessities under Title 14, section 6026-A or address dangerous properties under Title 17, chapter 91, subchapter 4. Municipal action under this section may not be interpreted to bestow any responsibility on the municipality to safeguard or otherwise preserve or protect abandoned property.

**3. Notice of foreclosure; designation of representative.** When initiating a foreclosure action on a property, a foreclosing mortgagee shall notify the municipality where the property is situated and designate an in-state representative responsible for the property.

**4. Determination of abandonment.** Before a municipality may initiate corrective action measures to address property defects pursuant to this section, either a court or the municipal officers must have determined that the property has been abandoned according

to the evidence of abandonment described in Title 14, section 6326, subsection 2, paragraph A, C, D, E, F, G or H.

A. The municipal officers shall provide notice to the responsible parties and hold a hearing before making a determination that a property has been abandoned. The notice of hearing must:

(1) State the scheduled date, time and location of the hearing; and

(2) Inform the responsible parties that, upon a finding of abandonment, the municipality may require the responsible parties to correct any property defects within 30 days of the issuance of a notice to correct or, if a permit is required to correct property defects, the municipality may require the responsible parties to promptly seek a permit and to correct the defects within 30 days of the issuance of the permit.

B. A hearing under paragraph A may be held no less than 7 days after receipt or publication of the notice.

C. An order issued by the municipality determining that a property is abandoned may be combined with the notice to correct set forth in subsection 5.

5. Notice to correct. Upon a finding of abandonment, the municipal officers may give written notice to the responsible parties to correct identified property defects. The municipal notice to correct under this section must:

A. Identify the property defects;

B. State the municipality's intention to take appropriate preventive or corrective measures to address the property defects;

C. Identify the measures the municipality will take if the responsible parties have not remedied the property defects identified within 30 days of the notice to correct;

D. State the municipality's intention to subsequently recover the municipality's direct, legal and administrative costs from the responsible parties; and

E. Inform the responsible parties of their ability to avert the municipality's actions by remedying the property defects as identified in the notice.

6. Notice process. A notice required to be given under this section is governed by the following.

A. Notice must be hand-delivered or mailed by certified mail, return receipt requested, to the responsible parties. Notice is sufficient if the signed receipt is returned or the certified mail is returned as refused by the recipient.

B. If the address of the responsible parties cannot be determined with reasonable diligence, the notice is sufficient if it is published twice consecutively in a daily or weekly newspaper having general circulation in the municipality in which the property is located.

7. In-state representatives. Mortgagees who have initiated a foreclosure on a property shall designate a representative whose place of business is within this State to be responsible for responding to municipal inquiries regarding the property. The foreclosing

mortgagee shall provide the municipality in which the property is located with the contact information for the mortgagee's in-state representative. For the purposes of this subsection, "contact information" means both a mailing address and a direct telephone number with a functioning voice mailbox, as well as the responsible party's direct e-mail address when available.

**8. Recovery of costs.** All responsible parties are jointly and severally liable to a municipality for its direct, legal and administrative costs incurred while remedying or attempting to remedy the property defects pursuant to this section. The responsible parties shall reimburse the municipality for its costs within 30 days after demand, or a special tax may be assessed against the property in the amount of those costs and may be collected in the same manner as other state, county and municipal taxes are collected.

**9. Appeals.** An appeal from a finding of abandonment by the municipal officers pursuant to this section is to the Superior Court, pursuant to the provisions of the Maine Rules of Civil Procedure, Rule 80B.

**MRSA Title 14, Sec. 6326, Sub-sec. 2**

Evidence of abandonment. For the purposes of this section, evidence of abandonment showing that the mortgaged premises are vacant and the occupant has no intent to return may include, but is not limited to, the following:

- A. Doors and windows on the mortgaged premises are continuously boarded up, broken or left unlocked; [2013, c. 521, Pt. B, §1 (NEW); 2013, c. 521, Pt. B, §2 (AFF).]
- B. Rubbish, trash or debris has observably accumulated on the mortgaged premises; [2013, c. 521, Pt. B, §1 (NEW); 2013, c. 521, Pt. B, §2 (AFF).]
- C. Furnishings and personal property are absent from the mortgaged premises; [2013, c. 521, Pt. B, §1 (NEW); 2013, c. 521, Pt. B, §2 (AFF).]
- D. The mortgaged premises are deteriorating so as to constitute a threat to public health or safety; [2013, c. 521, Pt. B, §1 (NEW); 2013, c. 521, Pt. B, §2 (AFF).]
- E. A mortgagee has changed the locks on the mortgaged premises and neither the mortgagor nor anyone on the mortgagor's behalf has requested entrance to, or taken other steps to gain entrance to, the mortgaged premises; [2013, c. 521, Pt. B, §1 (NEW); 2013, c. 521, Pt. B, §2 (AFF).]
- F. Reports of trespassers, vandalism or other illegal acts being committed on the mortgaged premises have been made to local law enforcement authorities; [2013, c. 521, Pt. B, §1 (NEW); 2013, c. 521, Pt. B, §2 (AFF).]
- G. A code enforcement officer or other public official has made a determination or finding that the mortgaged premises are abandoned or unfit for occupancy; [2013, c. 521, Pt. B, §1 (NEW); 2013, c. 521, Pt. B, §2 (AFF).]
- H. The mortgagor is deceased and there is no evidence that an heir or personal representative has taken possession of the mortgaged premises; and [2013, c. 521, Pt. B, §1 (NEW); 2013, c. 521, Pt. B, §2 (AFF).]



# TOWN OF WINSLOW, MAINE

(207) 872-2776 Phone  
(207) 872-1999 Fax

www.winslow-me.gov

114 Benton Avenue  
Winslow, ME 04901

**TOWN COUNCIL**

**ORDER NO. 9-2015**

**AN ORDER**

Providing for: The authorization for the Town Manager to Sign a Commercial Lease between the Town and Wunderlich Properties, LLC.

**BE IT ORDERED** by the Town Council of the Town of Winslow as follows:

**WHEREAS**, Wunderlich Properties, LLC wishes to lease Lot #1 in the Town's Industrial Park (South Park); and

**WHEREAS**, the attached 20 year lease has been prepared; now, therefore

**BE IT ORDERED** that the Town Manager is hereby authorized to sign the attached 20 year Commercial Lease between the Town of Winslow and Wunderlich Properties, LLC.

**SPONSORED BY:** Gerald Saint Amand

**IN THE TOWN COUNCIL**

\_\_\_\_\_, 2015

First Reading, \_\_\_\_\_  
accepted rejected

\_\_\_\_\_, 2015

Second Reading \_\_\_\_\_  
adopted rejected

APPROVED: \_\_\_\_\_, 2015

\_\_\_\_\_  
Town Clerk

CHAIRMAN: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## COMMERCIAL LEASE

This Lease made on the 2<sup>nd</sup> day of July 2015, by and between **THE TOWN OF WINSLOW, MAINE**, a municipal corporation having a mailing address of 114 Benton Avenue, Winslow, ME 04901 (hereinafter referred to as "Lessor") and **WUNDERLICH PROPERTIES, LLC**, a Minnesota limited liability company having a principal place of business at 5504 Feltl Road, Minnetonka, Minnesota 55343 (hereinafter referred to as "Lessee").

### ARTICLE I LEASED PREMISES

The subject of this lease is certain real property located in the Town of Winslow, County of Kennebec, State of Maine (hereinafter "Leased Premises"), being Lot 1 as shown on a plan entitled "Second Amended Subdivision Plan, South Park, Route 201, Winslow, Kennebec County, Maine", dated March 29, 2009, recorded in Kennebec County Registry of Deeds in Plan Book 2009, Page 32 ("South Park Plan") and comprising 7.77 acres. See Exhibit A, attached hereto and incorporated herein by reference. The Leased Premises is more particularly described in Exhibit B, attached hereto and incorporated herein by reference.

The Leased Premises includes 1.06 acres of "Reserved Developable Area" as shown on the plan by Thayer Engineering labeled "Plan of Conservation Easement", dated 29 July 2011. See Thayer Engineering Plan, Legal Description, and plot of "Reserved Developable Area" attached hereto as Exhibit C, and incorporated herein by reference.

The parties expressly agree and acknowledge that the 6.71 acres of the Leased Premises outside of the "Reserved Developable Area" are subject to the provisions of a certain conservation easement dated 26 September 2011, and recorded in the Kennebec Registry of Deeds, Book 10842, Page 335, and hereby agree to comply with any and all restrictions contained in said conservation easement. See Conservation Easement Attached hereto as Exhibit D, and incorporated herein by reference.

### ARTICLE II TERM

The term of the Lease shall be twenty (20) years commencing 01 September 2015. Lessee may elect to renew this lease for one additional twenty (20) year term by giving notice to Lessor of its intent to renew at least ninety (90) but not more than one hundred-eighty (180) days prior to the expiration of the initial lease term.

### ARTICLE III ANNUAL RENT

During each year of this Lease, Lessee shall pay to Lessor as Annual Rent on or before 01 September of that year, as rent, a sum equal to the property tax that would be assessed on the 7.77 acre "Leased Premises" for that calendar year if the lot were taxable.

NW 7/2/15

**ARTICLE IV**  
**QUIET ENJOYMENT AND POSSESSION**

If the Lessee shall pay the payments and other charges, all as hereinafter set forth, and if the Lessee shall observe all the other covenants, terms, and conditions of this Lease and any extensions thereof, the Lessor shall warrant and defend the Lessee to the peaceful and quiet enjoyment of the Premises against all persons claiming by, through or under the Lessor.

**ARTICLE V**  
**USE**

The Lessee agrees that the Leased Premises shall be used for the construction of a building to be used for the storage of its manufacturing inventory and for no other purpose without the prior written consent of the Lessor. The Leased Premises shall not be used in violation of any zoning laws, or in violation of any federal, state, or local governmental law, statute, code, or regulation.

**ARTICLE VI**  
**ALTERATIONS AND IMPROVEMENTS**

The Lessee may construct - within the current footprint of the 1.06 acre "Reserved Developable Area" – one (1) building for the storage of manufacturing inventory.

The Lessee may make such repairs, alterations, additions, or improvements to the "Reserved Developable Area" as it may desire at its own expense, provided, however, that aside from construction of the building above, no structural alterations, or additions, may be made without first obtaining the written consent of the Lessor, which written consent shall not be unreasonably withheld.

All building, repairs, alterations, additions, or improvements to the "Reserved Developable Area" whether made by the Lessor or the Lessee shall be done in a good and workmanlike manner in full compliance with all Federal, state and municipal laws, ordinances, rules, regulations and building codes, and in accordance with specifications and requirements and standards of any Board of Fire Underwriters and fire inspectors having jurisdiction over the premises. Lessee shall not employ any person or firm for the purpose of making such repairs, alterations, additions or improvements without first obtaining Lessor's consent, which consent shall not be unreasonably withheld.

In the event the Lessee shall erect buildings, additions, improvements, or any other alterations upon the "Reserved Developable Area", the said buildings, additions, improvements and/or alterations shall, at the option of the Lessor, become the sole property of the Lessor after the termination or expiration of this Lease, or any extension thereof, except for such items of personal property as Lessee may remove without causing damage to the premises such as, trade fixtures, appliances and equipment. Lessee shall not remove partition walls and plumbing fixtures.

The Lessor shall not be responsible for any costs of construction arising from building, repairs alterations, or the erection of any additions or improvements to be done by the Lessee, nor for any

lien or other obligation involved in such repair or construction, and, in this connection, the Lessee agrees to furnish the Lessor the names and addresses of all parties to whom is shall become obligated for payment of monies for repairs and construction to be done on "Reserved Developable Area" at the time when said Lessee shall have contracted with said parties to commence work on said "Reserved Developable Area" for said Lessee. The Lessee agrees to indemnify and to hold the Lessor harmless from and against any lien or claim of Lessee's creditors on account of said repairs or improvements.

The parties expressly agree that during the term of this lease, and any extension thereto, Lessor shall have the right to install, run, operate, maintain and repair a sewer line under the Leased Premises (but not under the "Reserved Developable Area") for the benefit of the industrial park, provided that approval to install said line can be obtained from all applicable Federal and State regulatory agencies.

#### **ARTICLE VII** **MAINTENANCE AND REPAIRS**

The Lessee covenants and agrees during the term of this Lease to keep and maintain, at its own expense, the "Reserved Developable Area" as well as the interior and exterior of any buildings constructed thereon, and their systems in as good repair, order and condition as at the beginning of the term, reasonable use and wear and casualty loss accepted.

#### **ARTICLE VIII** **TAXES**

Lessee shall pay the cost of property taxes assessed on any buildings constructed or located on the Leased Premises.

#### **ARTICLE IX** **UTILITIES**

Lessee shall pay the cost of water, heat, and electricity for the "Reserved Developable Area" during the term of the lease. The parties expressly understand and agree that the "Reserved Developable Area" is not connected to municipal sewer, and is too small in size to support a private septic system.

#### **ARTICLE X** **INSURANCE**

Lessee agrees to maintain in full force a comprehensive general liability insurance policy in such coverage amounts as may be approved in advance by the Lessor. The Lessor shall be a named insured in such insurance policies.

Lessee shall insure the Leased Premises against loss or damage by fire and the hazards covered by extended coverage casualty insurance in an amount determined by Lessor.

**ARTICLE XI**  
**SUBLETTING AND ASSIGNMENT**

The Lessee may sublet the premises or assign this Lease only upon the prior written approval of the Lessor, which approval shall not be unreasonably withheld, conditioned or delayed, provided that the Lessee shall remain primarily responsible for the payment of the rent and for the performance of all of the other terms of this Lease required to be performed by the Lessee.

**ARTICLE XII**  
**LESSOR'S RIGHT OF TERMINATION**

If the Lessee shall neglect or fail to perform or observe any of its obligations herein, other than the payment of rent money, for a period of thirty (30) days after notice in writing from the Lessor with respect to the nature of the default; or

If the Lessee shall fail to make any payment of rent money within ten (10) days of the date when due; or

If Lessee shall fail to make any other payment required hereunder within thirty (30) days after Lessor mails to Lessee a statement for payment of same; or

If the Lessee shall be adjudicated a bankrupt or insolvent according to law and no appeal shall be taken from such finding by the Lessee, or if such appeal shall be taken and not prosecuted diligently, or if the Lessee shall make an assignment of its property for the benefit of creditors, or if a receiver, Trustee, or similar officer shall be appointed to take charge of all or any portion of the Lessee's property and it is not removed within thirty (30) days, or if the Lessee shall file a petition under any bankruptcy law, and the same shall not be dismissed within thirty (30) days, then and in any of said cases (notwithstanding any license of any former breach of covenant or waiver of the benefit thereof or consent in a former instance), then:

Lessor may lawfully, immediately after the expiration of any of the aforesaid notice periods or at any time after, and without further demand or notice enter into and upon the Premises or any part thereof in the name of the whole and repossess the same as of its former estate and expel the Lessee and those claiming by, through or under Lessee and remove Lessee's effects (forcibly if necessary) without being deemed guilty of any manner of trespass and without prejudice to any remedies which otherwise may be used for arrears of rent or proceeding for breach of covenant, including forcible entry and detainer, and upon entry as aforesaid, this Lease shall terminate. Lessee covenants that in case of such termination Lessee shall be liable to the Lessor for the difference between the rental stipulated in this Lease and such rental, if any, as may be actually received by the Lessor upon a reletting, the Lessor agreeing to use reasonable efforts to let. Furthermore, as noted in Article VI above, upon termination of this lease, any buildings, additions, improvements and/or alterations shall, at the option of the Lessor, shall become the sole property of the Lessor.

In the event of Lessee's breach of any provision of this Lease, Lessor shall be entitled to recover reasonable attorney's fees and costs, in addition to any other damages due it, incurred by Lessor in enforcing its rights hereunder.

If Lessor defaults in the performance of any of its obligations under this Lease, Lessee will notify Landlord of the default and Lessor will have 30 days to cure the default. If Lessor fails to cure the default, Lessee may exercise or pursue whatever rights or remedies are available to Lessee at law or at equity, including, without limitation, the right to cure the default or breach and the right to recover the actual, reasonable, out of pocket costs thereby incurred from Lessor to offset such amounts from the rent payment(s) next coming due under this Lease and/or the right to seek specific performance of Lessor's obligations under Article XIII below.

### **ARTICLE XIII** **OPTION TO PURCHASE**

In consideration of an option fee of One and 00/100 Dollars (\$1.00), along with other good and valuable consideration, the receipt of which is hereby mutually acknowledged, Lessee, within one (1) year after municipal sewer becomes available to the "Reserved Developable Area" shall have the option to purchase the entirety of Lot #1, the Leased Premises, provided that Lessee timely notifies the Lessor of its intent, and is not in default of any portion of this Lease beyond applicable cure periods.

The parties expressly agree that any purchase of real property as a result of the exercise of this option shall reserve to the Lessor an easement granting Lessor the right to install, run, operate, maintain and repair a sewer line under the Leased Premises (but not under the "Reserved Developable Area") for the benefit of the industrial park, provided that approval to install said line can be obtained from all applicable Federal and State regulatory agencies.

To exercise the Option to Purchase, the Lessee must deliver to the Lessor written notice of Lessee's intent to purchase, which written notice must specify a valid closing date not more than one (1) year after the date the "Reserved Developable Area" could have been connected to municipal sewer. Should the closing not take place within one year of the date which the "Reserved Developable Area" could have been connected to municipal sewer, Lessee's option to purchase the Leased Premises shall terminate.

The purchase price under this option agreement shall be determined by an independent appraisal conducted by a licensed appraiser approved by both parties. Said appraisal shall be final, conclusive, and binding on the parties as to the purchase price of the Leased Premises under this option agreement; provided however, if the purchase price determination is unacceptable to Lessee, then Lessee shall have the right to rescind the exercise of the option to purchase.

Thereafter each of the parties expressly agrees to promptly execute any and all further instruments or other documents, including a purchase and sale agreement and quitclaim deed with covenant which may be reasonably required for the purchase of the Leased Premises by Lessee or the title company closing the purchase and sale transaction. Lessor agrees to deliver good and marketable title to the Leased Premises via a quitclaim deed with covenant. This Lease Agreement shall

terminate upon the closing of the purchase of the Leased Premises by Lessee pursuant to this Option to Purchase.

The Option to Purchase is exclusive and non-assignable, and exists solely for the benefit of the named parties above. Should Lessee attempt to assign, convey, delegate, or transfer this option without the Lessor's express written commission, any such attempt shall be deemed null and void.

Parties agree that closing costs in their entirety, including any points, fees, and other charges shall be the sole responsibility of the Lessee. The only expense related to closing costs apportioned to the Lessor shall be the pro-rata share of the property taxes due at the time of signing for which Lessor is solely responsible.

#### **ARTICLE XIV** **REPRESENTATIONS AND WARRANTIES**

The Lessee represents and warrants to the Lessor as follows:

The Lessee is a limited liability company duly organized in the State of Minnesota, but validly existing and authorized to do business under the laws of Maine with the full legal right, power and authority to enter into and fully and timely perform its obligations under this Lease.

The signatory to this Lease is duly authorized to execute and deliver this Lease and this Lease constitutes a legal, valid and binding obligation of the Lessee that is enforceable in accordance with its terms.

The execution and delivery of this Lease and the performance of the terms, covenants and conditions contained herein will not conflict with and will not constitute a material breach of, or default under, the provisions of any material contract by which the Lessee is bound.

The Lessor represents and warrants to the Lessee as follows:

The Lessor is a municipality in the State of Maine with full legal right, power and authority to enter into and to perform fully and timely its obligations under this Lease.

The signatory to this Lease is duly authorized to execute and deliver this Lease and this Lease constitutes a legal, valid and binding obligation of the Lessor that is enforceable in accordance with its terms.

The execution and delivery of this Lease and the performance of the terms, covenants and conditions contained herein will not conflict with and will not constitute a material breach of, or default under, the provisions of any material contract by which the Lessor is bound.

The representations and warranties of the parties contained in this Lease shall survive the date hereof and shall expire upon termination of this Lease.

**ARTICLE XV**  
**NOTICES**

All notices or other communications to be given hereunder shall be in writing and may be given by personal delivery or by registered or certified United States mail, return receipt requested, or an overnight service with receipt, properly addressed as follows:

To the Lessor:                   TOWN OF WINSLOW  
  114 Benton Avenue  
  Winslow, ME 04901

To the Lessee:                   WUNDERLICH PROPERTIES, LLC  
  5501 Feltl Road  
  Minnetonka, MN 55343

**ARTICLE XVI**  
**COVENANT AGAINST LIENS**

Liens of Lessee. If, because of any act or omission of Lessee, any mechanic's lien or other lien, charge, or order for the payment of money is filed against any portion of the Leased Premises, Lessee shall, at its' expense, cause the lien or liens to be discharged of record or bonded within 30 days after it receives written notice of their filing.

Removal of Liens. If Lessee fails to cause the liens to be discharged of record or bonded within the required 30-day period Lessor may cause the liens to be discharged. All payments by Lessor to discharge liens shall be considered additional rental obligations to Lessor by Lessee, including, but not limited to, court costs and reasonable attorney fees.

**ARTICLE XVII**  
**MISCELLANEOUS**

Condition of Leased Premises. The Leased Premises are accepted as is, where is, and Lessee acknowledges that it has had the opportunity to inspect the Leased Premises and is satisfied with its condition, in all respects.

Captions And Headings. Captions and headings throughout this Lease are for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision or of the scope or intent of this Lease nor in any way affect this Lease.

Severability. In the event that any one or more of the provisions contained in this Lease shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Lease and this Lease shall be

construed as if such invalid, illegal or unenforceable provision had never been contained herein; provided, however, that it is the intention of the parties hereto that in lieu of each term, clause, or provision that is held to be invalid, illegal or unenforceable, there shall be added by mutual agreement as a part of this Lease a term, clause or provision as similar in terms to such invalid, illegal or unenforceable term, clause or provision as may be possible and valid, legal and enforceable.

Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Maine.

Forum Selection Clause: Any dispute arising from this contractual relationship shall be governed by Maine law, and shall be decided solely and exclusively in Maine State Courts located in Kennebec County Maine. All parties expressly agree and consent to the jurisdiction of these state courts. This forum selection clause shall be deemed mandatory and not permissive as to all parties, and as part of the exclusive jurisdiction granted to the Maine courts above, all parties expressly waive their right to remove any dispute arising from this contractual relationship to Federal Court. Any party who unsuccessfully challenges the enforceability of this forum selection clause shall reimburse the prevailing party for its reasonable attorney's fees, and the party prevailing in any such dispute shall be awarded its reasonable attorneys' fees."

Binding Agreement. This Lease shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

Entire Agreement. This Lease constitutes the entire agreement between the parties, and cancels and supersedes all prior negotiations, representations, understandings and agreements, either written or oral, between such parties with respect to the subject matter hereof. This Lease is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this Lease, made by the other. All exhibits, schedules and other attachments are a part of this Lease and the contents thereof are incorporated herein by reference.

Modifications. This Lease cannot be changed, amended or supplemented orally, but only by agreement in writing signed by the party against whom enforcement of the change, modification, or discharge is sought or by its duly authorized agent.

Counterparts. This Lease may be executed in two or more (2) counterparts, each of which shall be considered an original.

Authority Of Parties. The individuals who have executed this Lease on behalf of the respective parties expressly represent and warrant that they are authorized to sign on behalf of such entities for the purpose of duly binding such entities to this Lease.

Construction. This Lease and its exhibits and schedules are the result of negotiations between the parties and have been reviewed by all parties. Accordingly, this Lease will be deemed to be the product of the parties thereto and no ambiguity will be construed in favor of or against any party.

No Third Party Beneficiaries. Nothing in this Lease, express or implied, is intended to confer upon any third party any rights, remedies, obligations, or liabilities under or by reason of this Lease, except as expressly provided in this Lease.

Memorandum of Lease. Either party may at its expense record a memorandum of this Lease in form and content mutually agreeable to the parties hereto and executed by both parties.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused their respective duly authorized officers to execute this Lease as of the day and year first above written.

**WUNDERLICH PROPERTIES, LLC**

**TOWN OF WINSLOW, ME**

By:

  
\_\_\_\_\_

By:

\_\_\_\_\_

Name: Neal K. Wunderlich

Name:

\_\_\_\_\_

Title: President

Title:

\_\_\_\_\_

Date: July 2, 2015

Date:

\_\_\_\_\_

NW 7/2/15





**LEASED PREMISES**

Certain real property located in the Town of Winslow, County of Kennebec, State of Maine being Lot 1 as shown on a plan entitled "Second Amended Subdivision Plan, South Park, Route 201, Winslow, Kennebec County, Maine", dated March 29, 2009, recorded in Kennebec County Registry of Deeds in Plan Book 2009, Page 32 ("South Park Plan"), and being more particularly bounded and described as follows:

Beginning on the northeasterly right-of-way line of Millennium Drive at the westerly corner of land of The Partner Group LLC, reference deed recorded in Kennebec County Registry of Deeds in Book 10077, Page 93;

thence N 59° 30' 56" W along the northeasterly right-of-way line of Millennium Drive a distance of 752.70 feet to a point of curvature;

thence in a general northwesterly direction along the northeasterly right-of-way line of Millennium Drive along a curve to the right having a radius of 600.00 feet through a central angle of 21 ° 03' 01" an arc distance of 220.44 feet to a point of tangency, said point of tangency being N 48° 59' 25" W and a chord distance of 219.20 feet from the last-mentioned point of curvature;

thence N 38° 27' 55" W along the northeasterly right-of-way line of Millennium Drive a distance of 53.49 feet to the southeasterly right-of-way line of U .S. Route 201;

thence N 51 ° 32' 05" E along the southeasterly right-of-way line of U.S. Route 201 a distance of 200.00 feet to the westerly corner of land now or formerly of MSI Realty, reference deed recorded in 6442/80;

thence S 38° 27' 55" E along the southwesterly line of said land of MSI Realty a distance of 305.83 feet;

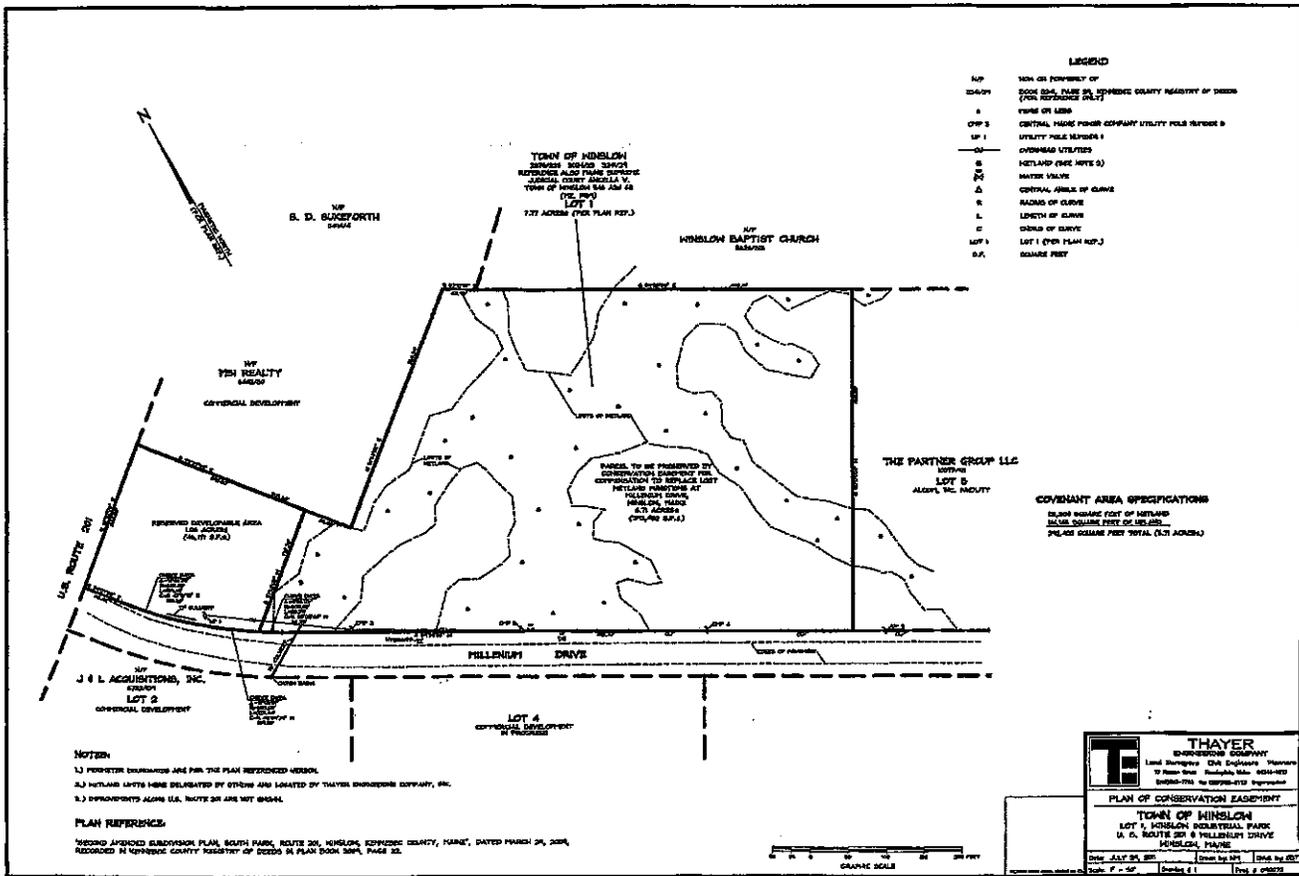
thence N 51 ° 32' 05" E along the southeasterly line of said land of MSI Realty a distance of 338.29 feet to the southwesterly line of land now or formerly of S. D. Sukeforth, reference deed recorded in 5494/4;

thence S 57° 12' 51" E along the southwesterly line of said land of S. D. Sukeforth a distance of 43.98 feet to the westerly corner of land now or formerly of Winslow Baptist Church, reference deed recorded in 5626/313;

thence S 59° 30' 56" E along the southwesterly line of said land of Winslow Baptist Church a distance of 495.41 feet to the northerly corner of said land of The Partner Group LLC;

thence S 30° 29' 04" W along the northwesterly line of said land of The Partner Group LLC a distance of 450.00 feet to the point of beginning, containing 7.7 acres, more or less.

NW  
7/2/15



tabbles  
 3 MARKS  
**PLAINTIFFS  
 EXHIBIT**

NW  
 7/2/15

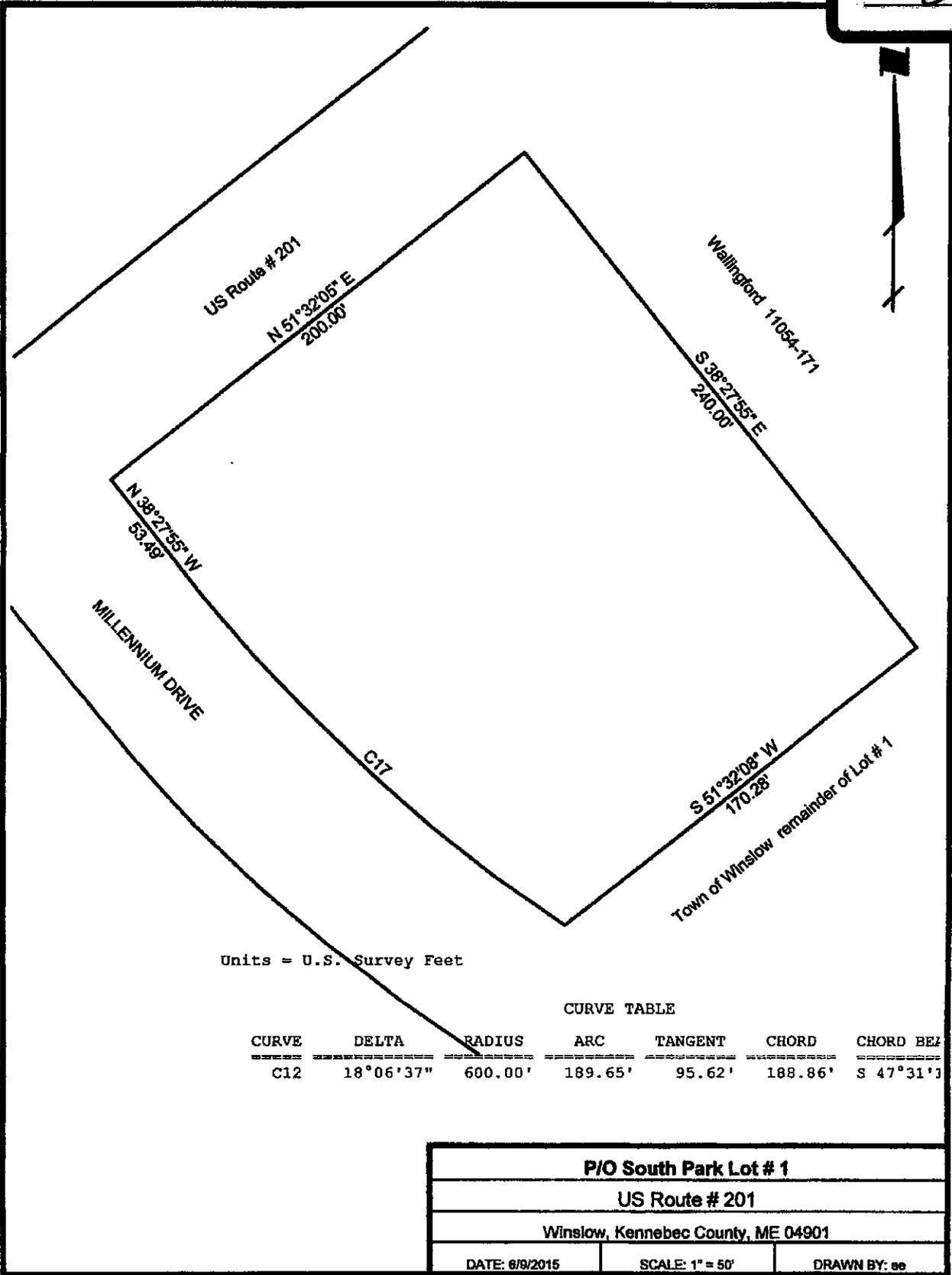


**LEGAL DESCRIPTION**

Beginning at the intersection of Millennium Drive and the easterly line of US Route # 201, said point being the POINT OF BEGINNING; thence N.51°32'05"E. along said US Route # 291, a distance of 200.00 feet to the westerly corner of the property of John Wallingford as recorded in Book 11054 page 171 of the Kennebec County Registry of Deeds; thence S.38°27'55"E. along Wallingford's southwesterly line, a distance of 240.00 feet; thence S.51°32'08"W. along the land of the Town of Winslow, a distance of 170.28 feet to Millennium Drive and the point of curve of a non tangent curve to the right, of which the radius point lies N.33°25'28"E., a radial distance of 600.00 feet; thence northwesterly along the arc, through a central angle of 18°06'37", a distance of 189.65 feet along Millennium Drive to a point; thence N.38°27'55"W. along said Millennium Drive, a distance of 53.49 feet to the POINT OF BEGINNING. Containing 46,171.40 square feet or 1.06 acres, more or less, and being a part and only a part of Lot# 1 of South Park as recorded in Plan Book 2009 page32.

**END OF DESCRIPTION.**

NW  
7/2/15



NW  
7/2/15

Received Kennebec SS.  
09/28/2011 8:37AM  
# Pages 10 Attest:  
BEVERLY BUSTIN-HATHEWAY  
REGISTER OF DEEDS



CONSERVATION EASEMENT

RECITALS

BY THIS INDENTURE, made this 26<sup>th</sup> day of SEPTEMBER, 2011, by the **INHABITANTS OF THE TOWN OF WINSLOW**, a body corporate, (hereinafter referred to as the "Grantor" which word, where the context requires, includes the plural and shall, unless the context clearly indicates otherwise, include the Grantor's executors, administrators, legal representatives, devisees, heirs, successors, assigns, lessees, tenants and other occupiers and users) with an address of 114 Benton Avenue, Winslow, Maine 04901, is the owner in fee simple of certain real property located in the Town of Winslow, County of Kennebec, State of Maine (hereinafter "Property"), being Lot 1 as shown on a plan entitled "Second Amended Subdivision Plan, South Park, Route 201, Winslow, Kennebec County, Maine", dated March 29, 2009, recorded in Kennebec County Registry of Deeds in Plan Book 2009, Page 32 ("South Park Plan"), pursuant to a **State of Maine Department of Environmental Protection Natural Resources Protection Act Individual Permit No. L-24542-26-D-B and No. L-24542-TE-E-N**, dated August 2011; and **Army Corps of Engineers Permit No. NAE-2009-00790 MOD1**, dated September 21, 2011; and being more particularly bounded and described as follows:

Beginning on the northeasterly right-of-way line of Millennium Drive at the westerly corner of land of The Partner Group LLC, reference deed recorded in Kennebec County Registry of Deeds in Book 10077, Page 93 ("10077/93");

thence N 59° 30' 56" W along the northeasterly right-of-way line of Millennium Drive a distance of 752.70 feet to a point of curvature;

thence in a general northwesterly direction along the northeasterly right-of-way line of Millennium Drive along a curve to the right having a radius of 600.00 feet through a central angle of 21° 03' 01" an arc distance of 220.44 feet to a point of tangency, said point of tangency being N 48° 59' 25" W and a chord distance of 219.20 feet from the last-mentioned point of curvature;

thence N 38° 27' 55" W along the northeasterly right-of-way line of Millennium Drive a distance of 53.49 feet to the southeasterly right-of-way line of U.S. Route 201;

thence N 51° 32' 05" E along the southeasterly right-of-way line of U.S. Route 201 a distance of 200.00 feet to the westerly corner of land now or formerly of MSI Realty, reference deed recorded in 6442/80;

thence S 38° 27' 55" E along the southwesterly line of said land of MSI Realty a distance of 305.83 feet;

thence N 51° 32' 05" E along the southeasterly line of said land of MSI Realty a distance of 338.29 feet to the southwesterly line of land now or formerly of S. D. Sukeforth, reference deed recorded in 5494/4;

10 Thayer Eng.  
17 Hasson St  
Farmingdale, ME 04344-1613

1-30-1

NW  
7/2/15

thence S 57° 12' 51" E along the southwesterly line of said land of S. D. Sukeforth a distance of 43.98 feet to the westerly corner of land now or formerly of Winslow Baptist Church, reference deed recorded in 5626/313;

thence S 59° 30' 56" E along the southwesterly line of said land of Winslow Baptist Church a distance of 495.41 feet to the northerly corner of said land of The Partner Group LLC;

thence S 30° 29' 04" W along the northwesterly line of said land of The Partner Group LLC a distance of 450.00 feet to the point of beginning, containing 7.77 acres, more or less.

Bearings are based on a magnetic north observation as shown on the South Park Plan.

Being a portion of the premises described in tax liens of Town of Winslow, dated October 31, 1985, September 17, 1986 and September 30, 1987, recorded in Kennebec County Registry of Deeds in Book 2876, Page 226, Book 3024, Page 23 and Book 3241, Page 29, respectively. Reference is also made to Maine Supreme Judicial Court case of Aucella v. Town of Winslow, 564 A2d 68 (Me. 1989).

and;

WHEREAS, the Grantor intends to grant a Conservation Easement over a portion of the Property (hereinafter "Easement Area"), being a portion of said Lot 1 as shown on the South Park Plan, and being more particularly bounded and described as follows:

Beginning on the northeasterly right-of-way line of Millennium Drive at the westerly corner of land of The Partner Group LLC, reference deed recorded in 10077/93;

thence N 59° 30' 56" W along the northeasterly right-of-way line of Millennium Drive a distance of 752.70 feet to a point of curvature;

thence in a general northwesterly direction along the northeasterly right-of-way line of Millennium Drive along a curve to the right having a radius of 600.00 feet through a central angle of 2° 56' 23" an arc distance of 30.79 feet to a point, said point being N 58° 02' 44" W and a chord distance of 30.78 feet from the last-mentioned point of curvature;

thence N 51° 32' 05" E crossing Lot 1 a distance of 170.28 feet to the southwesterly line of land now or formerly of MSI Realty, reference deed recorded in 6442/80;

thence S 38° 27' 55" E along the southwesterly line of said land of MSI Realty a distance of 65.83 feet;

thence N 51° 32' 05" E along the southeasterly line of said land of MSI Realty a distance of 338.29 feet to the southwesterly line of land now or formerly of S. D. Sukeforth, reference deed recorded in 5494/4;

NW  
7/2/15

thence S 57° 12' 51" E along the southwesterly line of said land of S. D. Sukeforth a distance of 43.98 feet to the westerly corner of land now or formerly of Winslow Baptist Church, reference deed recorded in 5626/313;

thence S 59° 30' 56" E along the southwesterly line of said land of Winslow Baptist Church a distance of 495.41 feet to the northerly corner of said land of The Partner Group LLC;

thence S 30° 29' 04" W along the northwesterly line of said land of The Partner Group LLC a distance of 450.00 feet to the point of beginning, containing 6.71 acres, more or less.

Bearings are based on a magnetic north observation as shown on the South Park Plan.

Being a portion of the premises described in tax liens of Town of Winslow, dated October 31, 1985, September 17, 1986 and September 30, 1987, recorded in Kennebec County Registry of Deeds in Book 2876, Page 226, Book 3024, Page 23 and Book 3241, Page 29, respectively. Reference is also made to Maine Supreme Judicial Court case of Aucella v. Town of Winslow, 564 A2d 68 (Me. 1989).

and;

WHEREAS, the **MUNICIPAL OFFICERS OF THE TOWN OF WINSLOW, MAINE**, having a principal place of business at 114 Benton Avenue, Winslow, Maine 04901 (hereinafter referred to "Grantee" which word shall include all successors, assigns, agents and designees), have determined that it would be in the public interest to retain, maintain, and preserve that portion of the Property designated as the Easement Area as open space, in its natural state; and

WHEREAS, pursuant to the Natural Resources Protection Act, Title 38 M.R.S.A. Section 480-A et seq. and Chapter 310 of regulations promulgated by the Maine Department of Environmental Protection (the "Wetland and Waterbodies Protection Rules"), Grantor has agreed, in satisfaction of (paragraph 7C) of the Order, to impose certain covenants and restrictions on the Easement Area as more particularly set forth herein and has agreed that such covenants and agreements may be enforced by the Maine Department of Environmental Protection (hereinafter the "MDEP") or any successor in interest.

WHEREAS, Grantor is willing, in consideration of the need to preserve the natural, scenic, aesthetic and special character of the property, and desires to conserve and protect the property as a natural habitat for birds, wildlife, plants and similar ecosystems, the Grantor hereby grants in perpetuity to the Grantee, a *conservation easement/restrictive covenants* (hereinafter "Easement") on the Easement Area within the Property; and

WHEREAS, the State of Maine Department of Environmental Protection Natural Resources Protection Act permits the creation of a conservation Easement; and

WHEREAS, the Grantee agrees, by accepting this grant, to honor the intention of the Grantor as stated herein, and to preserve and protect in perpetuity the conservation values of the Easement Area;

NW  
7/2/15

NOW THEREFORE, be it known that the **INHABITANTS OF THE TOWN OF WINSLOW**, does hereby grant, release and dedicate to the **MUNICIPAL OFFICERS OF THE TOWN OF WINSLOW, MAINE**, a Conservation Easement in perpetuity over the Easement Area.

1. PURPOSE

The Easement is hereby granted exclusively for the following conservation purposes:

- a. To have the Easement Area remain in its present natural and open condition in order for it to fulfill its present historic, scenic, vegetative, wildlife and/or hydrological functions.
- b. To have the Easement Area be available for low-impact non-motorized recreational uses, which recreational uses shall be specifically limited to walking, hiking, picnicking, and observing flora, fauna and associated ecosystems.

2. USE LIMITATIONS

Grantor intends that this Easement will confine the use of the Easement Area in perpetuity to such activities as are consistent with the purposes of this Easement. Any activity on or use of the Easement Area inconsistent with the purposes of this Easement is prohibited. The following limitations shall apply:

- a. The Easement Area shall not be subdivided and none of the individual tracts, which together comprise the Easement Area, shall be conveyed separately from one another.
- b. The Easement Area shall be maintained in perpetuity as open space without there being conducted thereon any industrial, commercial, agricultural or forestry activities. Agricultural and forestry shall include animal husbandry, floricultural, horticultural activities, the production of plant and animal products for domestic or commercial purposes, the growing, stocking, cutting and sale of forest trees of any size capable of producing timber or other forest products and the processing and sale of products produced on the property (e.g., maple syrup).
- c. No structures, improvements or alterations, including but not limited to, a dwelling, any portion of a subsurface wastewater treatment and disposal system, mobile home, utility tower, or wireless communication facility shall be constructed, placed or introduced onto the Easement Area, provided however that portable picnic tables and/or portable benches shall be allowed on the Easement Area and shall not be considered structures.
- d. No removal, filling, or other disturbances of soil nor any changes in the topography, surface or subsurface water systems, wetlands or natural habitats shall be allowed.

NW  
7/2/15

- e. No mining, quarrying, excavation or removal of rocks, minerals, gravel, sand, topsoil or other similar materials shall be allowed on the Easement Area.
- f. The placement of signs, billboards or other advertising materials or structures of any kind is prohibited, provided however that portable picnic tables and/or portable benches shall be allowed on the Easement Area and shall not be considered structures.
- g. There shall be no use of pesticides, poisons, biocides or fertilizers, draining of wetlands, burning of marshland or disturbances or changes in the natural habitat of the premises.
- h. There shall be no manipulation or alteration of the natural watercourses, lakeshores, marshes or other water bodies, nor shall any uses of or activities upon the property be permitted which could be detrimental to water purity or to any vegetative, wildlife or hydrological function.
- i. There shall be no operation of vehicles, snowmobiles, dune buggies, motorcycles, mini-bikes, go-carts, all-terrain vehicles, or any other type of motorized vehicle upon the property.
- j. There shall be no storage or placement of equipment, natural or man-made materials or substances upon the premises.
- k. There shall be no dumping, burning, release, burial, injection, or disposal of any type of material on the Easement Area.
- l. Any other disturbances of the property except for those activities explicitly authorized by the Compensatory Mitigation Plan for Permit No. NAE-2009-00790 MOD1 issued by the Department of the Army, New England District, Army Corps of Engineers dated September 21, 2011 and referenced under Section 4. Reserved Rights.

3. EXCEPTIONS

The Grantor may enter upon the Easement Area to conduct the following activities after written application and approval from the Grantee and any other local or state agencies for which approval is required:

- a. Removal of debris, dead trees, or brush for the purpose of promoting safety and conservation values.
- b. Pruning and thinning live trees and brush for the purpose of promoting safety and conservation values.
- c. Planting of trees, shrubs, or other vegetation for the purpose of promoting wildlife or conservation values. ✓

NW  
7/2/15

- d. Grading and landscaping at the direction and approval of the Town Engineer and/or any other local or state boards/agencies. Work must maintain conservation values.
- e. Work to control the introduction, spread, or the increased risk of invasion of invasive plant or animal species.

4. RESERVED RIGHTS

It is expressly understood and agreed that this Easement does not grant or convey to members of the general public any rights of ownership, entry or use of the Property. This Easement is created solely for the protection of the Easement Area and Grantor reserves the ownership of the fee simple estate and all rights appertaining thereto, including without limitation the right to exclude others and to use the Easement Area for all purposes consistent with this Easement.

The Grantor reserves to itself the right to create, restore, remediate, monitor and maintain those areas within the Easement Area as required by the Compensatory Mitigation Plan Permit No. NAE-2009-00790 MOD1 issued by the Department of the Army, New England District, Corps of Engineers, dated September 21, 2011.

5. COMPLIANCE INSPECTION

The Grantor expressly authorizes the Grantee, its duly authorized designee or agent to enter upon the lands subject to this Easement for the purpose of determining compliance with the terms and conditions contained within this document.

6. MARKING OF PROPERTY

The perimeter of the Easement Area shall at all times be plainly marked by permanent signs or by an equivalent, permanent marking system designating the area a protected area.

7. PROPERTY TRANSFERS

Grantor shall include the following notice on all deeds, mortgages, plats, or any other legal instrument used to convey any interest in the Easement Area within the Property. Failure to comply with this paragraph does not impair the validity or enforceability of this Easement:

NOTICE: This Property is Subject To a Conservation Easement recorded in *[insert book and page references, county(ies) and date of recording.]*

The Grantor shall provide a 60-day advance notification to the Grantee and the Army Corps of Engineers pursuant to Permit No. NAE-2009-00790 MOD1, before any action is taken to void or modify this instrument, including transfer of title to, or establishment of any other legal claims.

NW  
7/2/15

Grantee shall be under no obligation to maintain the Easement Area or pay any taxes or assessment thereon.

8. BENEFITS AND BURDENS

The burden of the Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity. The benefits of said Easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable to another qualified organization, which organization has among its purposes the conservation and preservation of the land and water areas and agrees to and is capable of enforcing the conservation purposes of this Easement. Any such assignee or transferee shall have like power of assignment or transfer.

9. NOTICES

All notices, requests and other communication required or permitted to be given under this Easement shall be in writing and shall be delivered in hand or via Certified Mail, return receipt requested, to the appropriate address set forth in this Easement or at such other address as the Grantor or Grantee may hereafter designate by notice given in accordance herewith. Notice shall be deemed to have been given when so delivered or mailed.

Said Grantor further covenants and agrees to provide a copy of the Conservation Easement by means of a notice by Certified Mail, return receipt requested, to the last known address of any person or entity who hereafter shall have any possessory interest in the subject property, including but not limited to any tenants, successors, or assigns. Failure of said Grantor to provide such notice shall not constitute any waiver of the Grantee's rights herein.

10. BREACH OF EASEMENT

- a. If a breach of this Easement, or conduct by anyone inconsistent with this Easement, comes to the attention of the Grantee, it shall notify the Grantor, in writing, of such breach of conduct, delivered in hand or by Certified Mail, return receipt requested.
- b. The Grantor shall, within thirty (30) calendar days after receipt of such notice or after otherwise learning of such breach or conduct, undertake those actions, including restoration, which are reasonably calculated to cure swiftly said breach, or to terminate said conduct, and to repair any damage. The Grantor shall promptly notify the Grantee of its actions taken under this section.
- c. If the Grantors fails to take such proper action under this preceding paragraph, the Grantee shall, as appropriate to the purposes of this deed, undertake any actions that are reasonably necessary to cure such breach or to repair any damage in the Grantor's name or to terminate such conduct. The cost thereof, including the Grantee's expenses, court costs and legal fees, shall be paid by the Grantor.

NW 7/2/15

- d. If the Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate damages to the property, or to prevent action or potential action which is determined to be inconsistent with the stated purposes of this Easement, the Grantee may pursue any remedy it deems appropriate to correct such breach, without prior notice to the Grantor or without waiting for the period provided to cure to expire.
- e. The Grantee and the Grantor reserve the right, separately or collectively, to pursue all legal remedies against any third party responsible for any actions detrimental to the conservation purposes of this Easement.
- f. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by the Grantor shall impair Grantee's rights or remedies or be construed as waiver.

11. SEVERABILITY

If any provision of this Easement, or the application thereof to any person or circumstances, is found to be invalid by a court of competent jurisdiction, by confirmation of an arbitration award or otherwise, the remainder of the provisions of this Easement or the application of such provisions to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

12. MERGER

The Grantor and Grantee agree that it is their express intent that the provisions of the Easement set forth herein are to last in perpetuity, and that to that end no purchase or transfer of the underlying fee interest in the Property by or to the Grantee or any successor or assignee shall be deemed to eliminate the Easement, or any portion thereof, granted under the doctrine of "merger" or any other legal doctrine.

13. CONDEMNATION

- a. Whenever all or any part of the Easement Area is taken in exercise of eminent domain by a public, corporate, or other authority so as to abrogate in whole or in part the Easement conveyed hereby, the Grantor and the Grantee shall thereupon act jointly to recover the full damages from such taking, with all incidental or direct damages and expenses incurred by them thereby to be paid out of the damages recovered.
- b. The balance of the land damages recovered (including, for the purposes of this subsection, proceeds from any lawful sale, in lieu of condemnation, of the Property unencumbered by the restrictions hereunder) shall be divided between the Grantor and Grantee in proportion to the fair market value of their respective interests in that part of the Property condemned on the date of execution of this Easement. For this purpose, the Grantee's interest shall be the amount by which the fair market value of the Property immediately prior to the execution of this Easement is reduced by the

DW  
7/2/15

use limitations imposed hereby. The values of the Grantor's and Grantee's interest shall be determined by an appraisal prepared by a qualified appraiser at the time of condemnation.

- c. The Grantee shall use its share of the proceeds in a manner consistent with the conservation of land and natural resources.

Grantor hereby affirms that it is the sole owner of the Property in fee simple and has the right to enter into this Conservation Easement and to grant and convey the Easement. The property is free and clear of all liens and encumbrances, including but not limited to any mortgage not subordinated to this Easement.

The Grantee, by accepting and recording this Easement, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein granted to and incumbent upon the Grantee, all in the furtherance of the conservation purposes for which this Easement is delivered.

IN WITNESS WHEREOF, the Grantor duly executed this Conservation Easement under seal this 26<sup>th</sup> day of SEPTEMBER, 2011.

IN THE PRESENCE OF:

GRANTOR:  
INHABITANTS OF THE TOWN OF WINSLOW

Pamela Smiley  
witness signature

Michael Heavener  
by: Michael Heavener, its Town Manager duly authorized

Pamela Smiley  
witness printed name

STATE OF MAINE  
COUNTY OF KENNEBEC

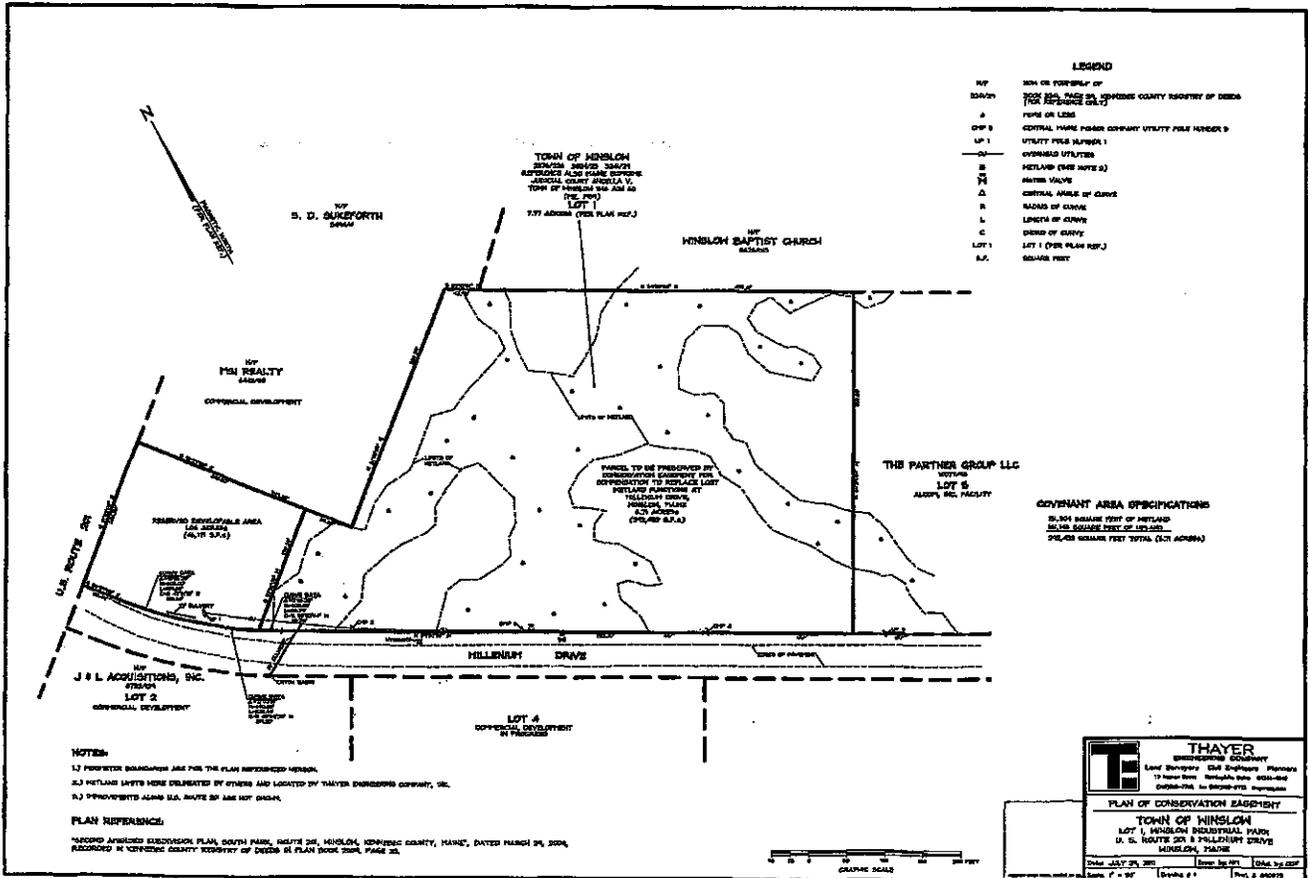
On this the 26<sup>th</sup> day of SEPTEMBER, 2011, before me, the undersigned notary public, personally appeared the above named Michael Heavener, Town Manager, Town of Winslow, Maine, and proved to me through satisfactory evidence of identification, which was personally known to me, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Pamela Smiley  
My Commission Expires: 4/6/13



PAMELA J. SMILEY  
Notary Public, Maine  
My Commission Expires April 6, 2013

NW 7/2/15



NW 7/2/15





## CONTRACT FOR INFORMATION TECHNOLOGY SERVICES

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Waterville (hereinafter "Waterville") and the Town of Winslow (hereinafter "Winslow"), municipal corporations duly organized and existing under the laws of the State of Maine.

WHEREAS, Waterville employs full time Information Technology (hereinafter "I.T.") staff; and

WHEREAS, Winslow does not have such staff and is in need of such services from time to time; and

WHEREAS, Waterville and Winslow have been successfully sharing services and desire to continue to regionalize municipal services whenever it is feasible;

NOW THEREFORE, Waterville and Winslow, by their municipal officers, agree as follows:

1. Beginning on July 1, 2015, Waterville will provide the services of its Information Technology Staff to the Town of Winslow.
2. The Information Technology Staff will remain employees of Waterville and as such Waterville will be responsible for paying the salary and benefits and all related employee costs. Winslow will pay an annual amount of \$32,896 payable in 12 monthly increments of \$2,741.33.

The annual cost has been calculated as a percent share of both fixed costs and labor expenses. It is agreed that Winslow's share of fixed costs is \$5,985 (22%) and 27% of salary and benefits for the I.T. Director (\$96,850) or \$26,150. In addition, Winslow agrees to pay \$761 (24%) for expenses specific to Winslow associated with laserfische, assessor server, etc.

Increases in the annual amount throughout the term of the contact will be limited to Winslow's percent share (27%) of compensation increases for Mr. Grant.

3. Town of Winslow employees who will utilize the City of Waterville's high speed internet connection and computer network must adhere to the City's Acceptable Usage Policy(ies).
4. Town of Winslow agrees to purchase or reimburse the City of Waterville for any necessary hardware purchases or for licensed software installed by Waterville I.T. staff on Winslow computers. These fees will be included on the monthly invoices submitted by Waterville I.T. staff.

5. It is understood that both parties are responsible for the maintenance of the fiber optic lines that are within each community.
6. This Agreement shall terminate on June 30, 2018 and may be extended by either party upon terms to be mutually agreed upon.

IN WITNESS WHEREOF, the parties, by their duly authorized officials, have hereunto set their hands and seals on the date first noted above.

DATED: \_\_\_\_\_

TOWN OF WINSLOW

\_\_\_\_\_  
Michael Heavener, Town Manager

DATED: \_\_\_\_\_

CITY OF WATERVILLE

\_\_\_\_\_  
Michael Roy, City Manager









CERTIFICATE OF COMMITMENT OF  
SEWER USER RATES

To: Michael Heavener, Treasurer of the municipality of Winslow, Maine.

We, the undersigned municipal officers of the municipality of Winslow, hereby certify and commit to you a true list of the sewer rates established by us pursuant to 30-A M.R.S.A. 3406 for those properties, units, and structures required by local and State law to pay a sewer rate to the municipality, for the period beginning May 1, 2014 and ending April 30, 2015.

This list is comprised of the pages numbered 1 to 13 inclusive which are attached to this certificate. You are hereby required to collect from each person named in the attached list his or her respective amount as indicated in the list, the sum total of those lists being \$81,186.29. You are hereby required to charge interest at a rate of 7% per annum on any unpaid account balance beginning 90 days after the bill dates. You are hereby authorized to collect these rates and any accrued interest by any means legally available to you under State law. On or before June 8, 2015 you shall complete and make an account of your collections of the whole sum herein committed to you.

Given under our hands this 8<sup>th</sup> day of June, 2015.

_____	
_____	_____
_____	_____
_____	_____

Town Council, Town of Winslow, Maine.



Set All

Account	Customer	Name	Total Due	\$	
4001700	200004	WILSON, LESLIE	120.25	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4001800	200005	LECLAIR, RON	96.55	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5100200	200009	VEILLEUX, GEORGE W	31.25	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5100400	200011	CRAY, GLENN	107.21	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5100800	5408	GLEASON, CELESTE	93.65	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5101000	200017	CUETARA, TINA	78.92	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5101100	200018	BOUTIN, GERARD	65.05	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5101800	200024	BENEDICT, TAMMY	62.45	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5102100	200027	GERTRUDE MINISTRIES	41.65	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5102700	200032	JOLER, DENISE M	430.56	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Set All

Account	Customer	Name	Total Due	\$	
5103800	5411	BYERS, LISA	296.69	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5103900	5929	QUELETTE, MICHAEL	391.43	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5104200	200047	MAGEE, CARMEN	129.18	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5104300	5978	LUND, JACQUELINE	158.20	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5104500	16111	FATE, NATASHA	114.97	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5104600	200051	GIROUX, ROBERT	166.21	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5104700	200052	AUGER, MARK	150.70	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5105100	15300	STANLEY, RACHAEL	89.59	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5105200	15259	GILPATRIC, ANDREW	80.67	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5105758	15857	DANIEL S. PAULINE R	57.25	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Set All

Account	Customer	Name	Total Due	\$	
5105759	200079	COGSWELL, RALPH	101.45	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5105775	200092	LACHANCE, JOSEPH	31.25	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5105899	200118	ALLEN, JEROME	59.85	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5106400	5356	O'CONNOR, KEVIN	591.99	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5106800	5897	DODGE, CHRISTOPHER	49.45	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5107000	200132	ESTES, TERRANCE	75.45	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5107300	11931	LA PROPERTIES LLC	1,170.05	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5107500	200137	BARD, WALTER C	305.72	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5108000	200141	MYERS, ROBERT	107.96	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5108000	Customer 3677	SPAULDING, CHARLIE	471.09	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Set All

5108300	200145	MCCLUSKEY, LISA	81.25	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5108800	5321	RENY, JEFFREY	397.28	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5109300	200163	MARTIN, O'NEIL	72.85	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5109530	15313	KINGSBURY, MICHELLE	594.71	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5110475	200173	CROWELL, MARGARET	59.85	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5110518	4223	FERRIGAN, JOAN	65.05	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5110730	10344	SIMPSON DONALD & JANE	31.25	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5111500	16869	PELLETIER, ROLAND	57.25	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5111800	200200	BELANGER, RICHARD	49.45	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5112000	200212	POULIN, KRIS	521.93	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Set All

Account	Customer	Name	Total Due	S
5113500	200217	QUIRION, JERRY	198.64	<input checked="" type="checkbox"/>
5113600	200218	RAYMOND, LEWIS	133.25	<input checked="" type="checkbox"/>
5113800	200220	FERLAND, EMELIE	44.25	<input checked="" type="checkbox"/>
5114400	9702	COCHRAN, CATHY	349.80	<input checked="" type="checkbox"/>
5115100	200233	PERRY, TYRONE	70.25	<input checked="" type="checkbox"/>
5115300	200235	PARADIS, PEGGY	125.17	<input checked="" type="checkbox"/>
5116000	5361	GIROUX, AMY	251.65	<input checked="" type="checkbox"/>
5116300	200245	WARE, KIM	178.34	<input checked="" type="checkbox"/>
5116400	3678	LANGLEY, DARLENE	376.44	<input checked="" type="checkbox"/>
5116500	200247	ROBBINS, CYNTHIA	492.11	<input checked="" type="checkbox"/>

Set All

Account	Customer	Name	Total Due	S
5116600	200248	STEWART, MICHAEL	80.65	<input checked="" type="checkbox"/>
5116700	200249	PADDACK, WILLIAM	54.65	<input checked="" type="checkbox"/>
5117200	5932	VIOLETTE, TABITHA	223.84	<input checked="" type="checkbox"/>
5117600	5305	FRITZBERG, MELISSA	347.90	<input checked="" type="checkbox"/>
5117700	200259	YOCZ, IRENA	475.59	<input checked="" type="checkbox"/>
5117900	5383	YOUNG, DUSTIN	65.05	<input checked="" type="checkbox"/>
5118400	200267	DOLLEY, BARRY	845.98	<input checked="" type="checkbox"/>
5119400	200276	GALLAGHER, WILLIAM H	155.94	<input checked="" type="checkbox"/>
5119500	200277	YOCZ, IRENA	129.01	<input checked="" type="checkbox"/>
5119600	4196	SCANDORE, NICHOLAS	120.25	<input checked="" type="checkbox"/>

Set All

Account	Customer	Name	Total Due	S
5119700	4269	HOWARD, LYNNE	81.25	<input checked="" type="checkbox"/>
5120100	200282	CYR, REAL J	62.45	<input checked="" type="checkbox"/>
5120400	11962	ROY, CHRISTIE	132.53	<input checked="" type="checkbox"/>
5120800	15319	DOYON, TANYA	234.64	<input checked="" type="checkbox"/>
5120900	200290	SPROUL, JAMES	237.53	<input checked="" type="checkbox"/>
5121100	11900	CURRY, JENNIFER	97.63	<input checked="" type="checkbox"/>
5121400	15898	NADEAU, DUANE	185.21	<input checked="" type="checkbox"/>
5121900	200300	ALEXANDER, WALLACE	26.13	<input checked="" type="checkbox"/>
5122400	15229	DEAN, REBECCA	152.99	<input checked="" type="checkbox"/>
5122500	200307	PRANCKUNAS, VALERIE	52.05	<input checked="" type="checkbox"/>

Set All

Account	Customer	Name	Total Due	S
5122800	11948	GALLANT, JULIE	236.29	<input checked="" type="checkbox"/>
5123100	5922	DUVAL, LINDSEY	62.45	<input checked="" type="checkbox"/>
5123300	200315	GILMAN, MATTHEW	41.65	<input checked="" type="checkbox"/>
5123500	200317	SMITH, JAMES A	120.25	<input checked="" type="checkbox"/>
5123800	200320	THERIAULT, MARY	96.25	<input checked="" type="checkbox"/>
5123900	200321	CLATCHEY, RANDI	67.65	<input checked="" type="checkbox"/>
5124400	200326	CROWE, STACY	80.65	<input checked="" type="checkbox"/>
5124700	15897	PELLETIER, NICHOLAS	97.63	<input checked="" type="checkbox"/>
5200200	200331	ALLEN, GLEN W	84.68	<input checked="" type="checkbox"/>
5200300	200332	YORK, ROBERT	516.18	<input checked="" type="checkbox"/>

Set All

Account	Customer	Name	Total Due	S
5200400	200333	ASSAF, ROLAND	525.00	<input checked="" type="checkbox"/>
5200600	200333	ASSAF, ROLAND	195.26	<input checked="" type="checkbox"/>
5201000	200335	PROCTOR, AMANDA	268.51	<input checked="" type="checkbox"/>
5201100	200336	PROCTOR, AMANDA P	420.95	<input checked="" type="checkbox"/>
5201400	200338	MOXCEY, KIM	161.25	<input checked="" type="checkbox"/>
5201500	9653	SINCYR, KRISTA	104.05	<input checked="" type="checkbox"/>
5201650	200341	POULIN, WARREN M	93.65	<input checked="" type="checkbox"/>
5201900	8936	CAMPBELL JOHN A	104.05	<input checked="" type="checkbox"/>
5202000	15244	LAMBERT, CHARLES	147.80	<input checked="" type="checkbox"/>
5202300	200338	MOXCEY, KIM	153.45	<input checked="" type="checkbox"/>

Set All

Account	Customer	Name	Total Due	S
5202900	200338	MOXCEY, KIM	72.85	<input checked="" type="checkbox"/>
5203000	15219	HALL, ERIC	135.25	<input checked="" type="checkbox"/>
5203200	9625	WOOD, DEBRA	31.25	<input checked="" type="checkbox"/>
5204000	200358	SUTHERLAND, ALAN	202.30	<input checked="" type="checkbox"/>
5204400	200362	MOREY, MARCIA/D FINNEMORE	249.74	<input checked="" type="checkbox"/>
5204500	5986	ROY, SHANNON	66.61	<input checked="" type="checkbox"/>
5204900	4252	RODRIGUE, DAVID	153.27	<input checked="" type="checkbox"/>
5205400	200370	POTELLE, DANIEL	59.85	<input checked="" type="checkbox"/>
5205700	15278	HALL, ERIC	232.05	<input checked="" type="checkbox"/>
5206100	16839	SEELEY, CRAIG	177.17	<input checked="" type="checkbox"/>

Set All

Account	Customer	Name	Total Due	S
5206300	200378	BOURGOIN, BRYANT	76.99	<input checked="" type="checkbox"/>
5206400	200379	WILLIAMS, SHIRLEY	289.92	<input checked="" type="checkbox"/>
5206500	200380	BICKFORD, DENNIS	182.58	<input checked="" type="checkbox"/>
5206600	5388	POIRIER, CHRIS	303.52	<input checked="" type="checkbox"/>
5206800	200383	BERNIER, DANIEL G	91.05	<input checked="" type="checkbox"/>
5206900	200384	YORK, KRISTEN	83.25	<input checked="" type="checkbox"/>
5207300	5336	SULLIVAN, VALERIE	72.85	<input checked="" type="checkbox"/>
5207400	200388	VEILLEUX, ROLAND	49.45	<input checked="" type="checkbox"/>
5207500	5329	LAWS, JANET	336.41	<input checked="" type="checkbox"/>
5207600	5877	FITCH, JASON	344.92	<input checked="" type="checkbox"/>

Set All

Account	Customer	Name	Total Due	S
5207700	200391	LACROIX, JAN	433.45	<input checked="" type="checkbox"/>
5208000	15218	NURSE, DANIEL	130.65	<input checked="" type="checkbox"/>
5208200	200397	GREENE, JULIE	51.97	<input checked="" type="checkbox"/>
5208800	14587	ESTES, KAREN	62.45	<input checked="" type="checkbox"/>
5209400	200409	ROSA, VINCENT	390.70	<input checked="" type="checkbox"/>
5210100	200416	MICHAUD, CHRIS	137.05	<input checked="" type="checkbox"/>
5211200	5945	WATROUS, JILL	75.45	<input checked="" type="checkbox"/>
5211400	200429	BEASTER, HEATHER	130.73	<input checked="" type="checkbox"/>
5212100	200436	MCLEOD, LAUREL	94.25	<input checked="" type="checkbox"/>
5212200	200437	OLIN, JENNIFER	75.45	<input checked="" type="checkbox"/>

Set All

Account	Customer	Name	Total Due	S
5212320	16800	MORRISON, JULIE	198.03	<input checked="" type="checkbox"/>
5213600	16788	COOMBS, KATHERINE	98.85	<input checked="" type="checkbox"/>
5213700	5406	INMAN, DANIELLE	183.29	<input checked="" type="checkbox"/>
5213800	200447	SPEARS, JASON	226.49	<input checked="" type="checkbox"/>
5213900	14586	PARKS, DANIEL	104.05	<input checked="" type="checkbox"/>
5214500	200453	BILODEAU, LAURIE	163.85	<input checked="" type="checkbox"/>
5214600	200454	CATES, DARRIN	137.85	<input checked="" type="checkbox"/>
5214700	4227	PORTER, EDWARD	382.06	<input checked="" type="checkbox"/>
5214800	200455	MORNEAU, MARY	104.05	<input checked="" type="checkbox"/>
5215000	16853	STEWART, TERRY	62.45	<input checked="" type="checkbox"/>

Set All

Account	Customer	Name	Total Due	S
5215001	14604	STEWART, TERRY	49.45	<input checked="" type="checkbox"/>
5215002	16136	STEWART, TERRY L	114.53	<input checked="" type="checkbox"/>
5215003	16137	STEWART, TERRY	201.43	<input checked="" type="checkbox"/>
5215004	16138	STEWART, TERRY	43.00	<input checked="" type="checkbox"/>
5215300	200460	LAWRENCE, LESTER	109.85	<input checked="" type="checkbox"/>
5215600	200463	NUNN, DALE	604.97	<input checked="" type="checkbox"/>
5215700	200464	GREEN, WILLIAM	135.65	<input checked="" type="checkbox"/>
5215800	16107	HALL, ERIC	205.45	<input checked="" type="checkbox"/>
5216000	16106	HALL, ERIC	124.85	<input checked="" type="checkbox"/>
5216200	16105	HALL, ERIC	169.05	<input checked="" type="checkbox"/>

Set All

Account	Customer	Name	Total Due	S
5216500	200469	BILODEAU, LAURIE	122.25	<input checked="" type="checkbox"/>
5216900	200473	ARBO, SANDRA	80.65	<input checked="" type="checkbox"/>
5217400	16121	SUTTIE, CATHERINE J	143.05	<input checked="" type="checkbox"/>
5217800	3709	NEUGENT, SANDRA	54.65	<input checked="" type="checkbox"/>
5218000	14558	MORRISSETTE, ROGER	183.71	<input checked="" type="checkbox"/>
5218100	16109	BOLES, TABITHA	67.65	<input checked="" type="checkbox"/>
5218400	200489	WUERPEL, VICTORIA	59.85	<input checked="" type="checkbox"/>
5300200	11971	FORTIE, BRIAN	88.45	<input checked="" type="checkbox"/>
5300525	4281	PRZYTULSKI, JAMES	291.72	<input checked="" type="checkbox"/>
5300600	200507	ROSSIGNOL, TRISHA	96.25	<input checked="" type="checkbox"/>

Set All

Account	Customer	Name	Total Due	S
5300890	9643	VEILLEUX, ROGER	311.71	<input checked="" type="checkbox"/>
5301000	14602	BROWN, JULIE	163.68	<input checked="" type="checkbox"/>
5301600	4124	VERZONI, CHRISTOPHER	70.25	<input checked="" type="checkbox"/>
5301700	200519	GRANT, BRAD	93.65	<input checked="" type="checkbox"/>
5302100	14605	NELSON, SCOTT	252.78	<input checked="" type="checkbox"/>
5302800	16811	BLASCHKE, SAGE	92.36	<input checked="" type="checkbox"/>
5302900	200531	CASS, JOHN	59.85	<input checked="" type="checkbox"/>
5303600	5299	KERR, TY	111.85	<input checked="" type="checkbox"/>
5303800	14539	HOMER, JAN	223.70	<input checked="" type="checkbox"/>
5306700	200580	VIOLETTE, DAVID	62.45	<input checked="" type="checkbox"/>

Set All

Account	Customer	Name	Total Due	S
5307850	200592	MILLER, HELEN	78.05	<input checked="" type="checkbox"/>
5308100	14565	CHARTRAND, ANDREW	93.65	<input checked="" type="checkbox"/>
5308200	200596	HILLIER, BETH	190.06	<input checked="" type="checkbox"/>
5309500	200609	LABRANCHE, DORIS	85.85	<input checked="" type="checkbox"/>
5309600	15276	MAHEU, ROBYN	201.12	<input checked="" type="checkbox"/>
5309700	11937	LAPOINTE, DENISE	106.65	<input checked="" type="checkbox"/>
5310100	200615	SIMONDS, PHILIP	104.65	<input checked="" type="checkbox"/>
5311300	15285	BASFORD, STEPHANIE	126.58	<input checked="" type="checkbox"/>
5311500	200629	BERNARD, KELLY	43.10	<input checked="" type="checkbox"/>
5311600	200630	MOORES, BRETT	329.01	<input checked="" type="checkbox"/>

Set All

Account	Customer	Name	Total Due	S
5312100	200635	CAREY, JAY	338.30	<input checked="" type="checkbox"/>
5312900	200643	POULIN, WARREN M	52.05	<input checked="" type="checkbox"/>
5313700	200651	JONES, MARCIA	542.57	<input checked="" type="checkbox"/>
5313900	15307	SIODLA, JULIE	85.85	<input checked="" type="checkbox"/>
5314900	200663	CROSBY, DEAN	335.45	<input checked="" type="checkbox"/>
5315300	200667	BROW, DANIEL	83.25	<input checked="" type="checkbox"/>
5315458	200670	GUIMOND, JEFFERY	114.45	<input checked="" type="checkbox"/>
5315459	200671	QUIRION, ROGER	109.49	<input checked="" type="checkbox"/>
5315463	15222	MAHONEY, KEITH	64.60	<input checked="" type="checkbox"/>
5315466	200678	WINSLOW, KELLY	83.25	<input checked="" type="checkbox"/>

Set All

Account	Customer	Name	Total Due	S
5315471	11963	LAKEY, LARRY JR	80.65	<input checked="" type="checkbox"/>
5315876	200709	MORNEAULT, JENNIFER	106.65	<input checked="" type="checkbox"/>
5315877	200710	LARSEN, SHERI	480.63	<input checked="" type="checkbox"/>
5316000	200712	LAPIERRE, ALLISON	295.29	<input checked="" type="checkbox"/>
5316100	200713	MCLEAN, DAVID	671.17	<input checked="" type="checkbox"/>
5316400	5334	MCLAUGHLIN, SHERRY	81.82	<input checked="" type="checkbox"/>
5317400	16160	RODRIGUE, BRAD	125.45	<input checked="" type="checkbox"/>
5317976	14571	FALES, KELLI	54.65	<input checked="" type="checkbox"/>
5317978	5933	WELSH, KATHLEEN	91.87	<input checked="" type="checkbox"/>
5317984	200746	SIVISKI, MIKE	75.45	<input checked="" type="checkbox"/>

Set All

Account	Customer	Name	Total Due	S
5400500	200753	STIRLING, LEE ANNA	41.65	<input checked="" type="checkbox"/>
5400700	15227	AUDET, ASHLEY	74.03	<input checked="" type="checkbox"/>
5400900	200757	GIROUX-PARE, MICHELLE	100.09	<input checked="" type="checkbox"/>
5401300	200761	PEASLEE, PAULA	122.85	<input checked="" type="checkbox"/>
5401400	200762	LECLAIR, ALAN	509.46	<input checked="" type="checkbox"/>
5401600	200764	GUERIN, RAYMOND	322.86	<input checked="" type="checkbox"/>
5401800	5400	WARD, ANITA	93.65	<input checked="" type="checkbox"/>
5402100	16104	CITIMORTGAGE INC	63.31	<input checked="" type="checkbox"/>
5402500	9623	DOUGLASS, BRENDA	106.65	<input checked="" type="checkbox"/>
5403100	5360	COVEY, LISA	72.85	<input checked="" type="checkbox"/>

Set All

Account	Customer	Name	Total Due	S
5403200	4288	DIXON, DOUGLAS	98.85	<input checked="" type="checkbox"/>
5403400	14484	SDG INVESTORS LLC	340.67	<input checked="" type="checkbox"/>
5403900	200787	BLAIR, REXFORD	62.45	<input checked="" type="checkbox"/>
5404200	1525	BOLDUC, MADELINE	67.65	<input checked="" type="checkbox"/>
5404500	4106	HERRIMAN, MICHELE	231.53	<input checked="" type="checkbox"/>
5404800	5971	MILLS, SARAH	246.64	<input checked="" type="checkbox"/>
5404900	200797	QUIRION, JERRY	229.50	<input checked="" type="checkbox"/>
5405100	200799	POMERLEAU, RICHARD	79.98	<input checked="" type="checkbox"/>
5405300	14560	BOSSIE, JUDITH	75.45	<input checked="" type="checkbox"/>
5405500	200803	KAVANAGH, NANCY	95.03	<input checked="" type="checkbox"/>

Set All

Account	Customer	Name	Total Due	S
5405600	200804	QUIRION, ROGER	194.53	<input checked="" type="checkbox"/>
5407600	4195	SISSON, PAUL	114.45	<input checked="" type="checkbox"/>
5408500	9706	DERAPS, SHANNA	226.25	<input checked="" type="checkbox"/>
5408900	200338	MOXCEY, KIM	109.25	<input checked="" type="checkbox"/>
5409500	200842	YOCZ, DANIEL S	249.39	<input checked="" type="checkbox"/>
5410500	16119	MOODY, ARIC	78.05	<input checked="" type="checkbox"/>
5410700	10835	BRAGDON, JAMIE	70.25	<input checked="" type="checkbox"/>
5410850	15309	BELANGER, PATSY	67.65	<input checked="" type="checkbox"/>
5411000	200858	POOLER, CHERYL	120.25	<input checked="" type="checkbox"/>
5411400	200862	LATULIPPE, ELAINE	70.25	<input checked="" type="checkbox"/>

Set All

Account	Customer	Name	Total Due	S
5410850	15309	BELANGER, PATSY	67.65	<input checked="" type="checkbox"/>
5411000	200858	POOLER, CHERYL	120.25	<input checked="" type="checkbox"/>
5411400	200862	LATULIPPE, ELAINE	70.25	<input checked="" type="checkbox"/>
5412100	200869	VIGUE, SHARON	125.45	<input checked="" type="checkbox"/>
5412200	200870	BAILEY, CYNTHIA L	105.31	<input checked="" type="checkbox"/>
5412500	200873	SPENCER, JOLEEN	112.45	<input checked="" type="checkbox"/>
5412800	200876	POMERLEAU, JOSEPH	329.01	<input checked="" type="checkbox"/>
5412900	4282	CAYOUILLE, SCOTT	225.68	<input checked="" type="checkbox"/>
5413000	200877	PAGE, WILLIAM	49.45	<input checked="" type="checkbox"/>
5413500	10910	THERIAULT, HEATHER	145.13	<input checked="" type="checkbox"/>

Set All

Account	Customer	Name	Total Due	S
5413900	4109	DARRELL, ADAM	181.95	<input checked="" type="checkbox"/>
5414100	4198	CRAY, NICOLE	262.08	<input checked="" type="checkbox"/>
5414400	5399	POMERLEAU, LORI-ANNE	276.68	<input checked="" type="checkbox"/>
5414600	200893	LAPOINTE, DENISE	122.85	<input checked="" type="checkbox"/>
5414700	200894	CARREAU, KIMBERLY	220.54	<input checked="" type="checkbox"/>
5415000	200897	POULIN, YVETTE	230.87	<input checked="" type="checkbox"/>
5415100	5335	MORIN, CALEB	62.45	<input checked="" type="checkbox"/>
5415800	15284	TREMBLAY, DAVID	356.21	<input checked="" type="checkbox"/>
5416400	9619	ZACHARY, ALMA	24.50	<input checked="" type="checkbox"/>
5416500	200912	FREEMAN, LAURA	247.01	<input checked="" type="checkbox"/>

Set All

Account	Customer	Name	Total Due	S
5417100	14601	DORVAL, KIMBERLY	356.87	<input checked="" type="checkbox"/>
5417500	200922	LABBE, TIM	83.25	<input checked="" type="checkbox"/>
5500500	200929	SIROIS, ADAM	262.44	<input checked="" type="checkbox"/>
5500600	10859	BIGELOW, STEPHEN	445.53	<input checked="" type="checkbox"/>
5500700	200931	DENIS, MAUREEN	179.29	<input checked="" type="checkbox"/>
5501000	200934	ALLEN, E LEE	250.02	<input checked="" type="checkbox"/>
5501300	200937	MACARTHUR, DOREEN	330.18	<input checked="" type="checkbox"/>
5501400	9656	PARADIS, JON	346.69	<input checked="" type="checkbox"/>
5501600	10868	LIVIE, DARREN	65.05	<input checked="" type="checkbox"/>
5501900	5330	OWENS, JEVON	195.65	<input checked="" type="checkbox"/>

Set All

Account	Customer	Name	Total Due	S
5502300	200948	MCDONOUGH, BEVERLY	67.65	<input checked="" type="checkbox"/>
5502400	200949	DELAWARE, BEVERLY	85.85	<input checked="" type="checkbox"/>
5502500	16452	NIELSEN JOCELYN M & LUKE	483.97	<input checked="" type="checkbox"/>
5502600	200951	WAITKUS-ARNOLD, ANN	105.44	<input checked="" type="checkbox"/>
5502800	200953	MURRAY, PATRICIA	20.94	<input checked="" type="checkbox"/>
5502900	200954	YOCZ, IRENA	250.19	<input checked="" type="checkbox"/>
5503100	200259	YOCZ, IRENA	129.01	<input checked="" type="checkbox"/>
5503300	4201	RYAN, BRYAN	511.63	<input checked="" type="checkbox"/>

Set All

Account	Customer	Name	Total Due	S
5504300	14594	ROGER, CHAD	65.05	<input checked="" type="checkbox"/>
5505200	200975	WOOD, KEVIN	565.84	<input checked="" type="checkbox"/>
5505400	200259	YOCZ, IRENA	222.91	<input checked="" type="checkbox"/>
5505600	14551	ELLIS, COREY	75.45	<input checked="" type="checkbox"/>
5506100	200982	KING, COLLETTE	98.85	<input checked="" type="checkbox"/>
5506200	200983	KNIGHT, FRANK	102.05	<input checked="" type="checkbox"/>
5506400	200985	PROULX, MIKE	76.16	<input checked="" type="checkbox"/>
5506900	16856	O'HALLORAN, GREGORY	31.25	<input checked="" type="checkbox"/>
5507000	15230	HUSSEY, SANDRA	67.65	<input checked="" type="checkbox"/>
5507500	9620	MCINTIRE, JOSEPH	104.05	<input checked="" type="checkbox"/>

Set All

Account	Customer	Name	Total Due	\$	▲
5508200	10873	CATES, JOAN	67.65	<input checked="" type="checkbox"/>	
5509000	201011	GILLILAND, JOSEPH	164.88	<input checked="" type="checkbox"/>	
5509100	201012	VIOLETTE, SANDY	65.05	<input checked="" type="checkbox"/>	
5510600	201027	WILSON, LESLIE	104.05	<input checked="" type="checkbox"/>	
5511400	201035	WIDERYNSKI, MAREK	59.85	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5511900	201038	DUGAL, GARY	127.45	<input checked="" type="checkbox"/>	
5512000	201039	CARUSO, ANTHONY EST. OF	129.01	<input checked="" type="checkbox"/>	
5512400	11930	AYOTTE, PATRICK	405.50	<input checked="" type="checkbox"/>	
5512700	15296	LABRECK, TROY	203.07	<input checked="" type="checkbox"/>	

Set All

Account	Customer	Name	Total Due	\$	▲
5513200	5901	MCDONOUGH II, JAMES	260.25	<input checked="" type="checkbox"/>	
5514300	201058	DROUIN, JOSEPH	101.45	<input checked="" type="checkbox"/>	
5514500	9610	LININGER, DIANE	141.80	<input checked="" type="checkbox"/>	
5514600	14541	FERRAN, REGINALD	378.75	<input checked="" type="checkbox"/>	
5515800	201071	DODGE, STEVE	49.45	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5515900	201072	ATLANTIC PARTNERS EMS INC	36.45	<input checked="" type="checkbox"/>	
5516100	5928	DILLIHUNT, CHAD	65.05	<input checked="" type="checkbox"/>	
5516307	201082	RACKLIFF, LORELEI	62.45	<input checked="" type="checkbox"/>	
5516311	9647	DURRELL, DIANE	41.65	<input checked="" type="checkbox"/>	

Set All

Account	Customer	Name	Total Due	\$	▲
5516323	10906	CLIFTON, KIM	44.25	<input checked="" type="checkbox"/>	
5516700	201118	VIGUE, RANDY	161.01	<input checked="" type="checkbox"/>	
5517200	201123	BARRETT, SERENA	78.13	<input checked="" type="checkbox"/>	
5517300	5359	MACDONALD, GINA	117.45	<input checked="" type="checkbox"/>	
5517400	15844	GOUDREAUS WATERFRONT LLC	218.45	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5517700	201128	VELLEUX, JULIETTE	62.45	<input checked="" type="checkbox"/>	
5517800	201129	FEYLER, JUANITA	78.05	<input checked="" type="checkbox"/>	
5518100	11924	OKEEFE-MARIN, PATRICIA J	59.80	<input checked="" type="checkbox"/>	
5519100	201141	MCCARTHY, STEVEN	44.72	<input checked="" type="checkbox"/>	

Set All

Account	Customer	Name	Total Due	\$	▲
5519400	4192	POULIN, RONALD	46.85	<input checked="" type="checkbox"/>	
5521004	15854	BEDARD, GERARD	41.65	<input checked="" type="checkbox"/>	
5521025	201166	KERVIN, TRACY	76.83	<input checked="" type="checkbox"/>	
5521026	201167	KERVIN, TRACY	98.97	<input checked="" type="checkbox"/>	
5521400	5882	RYAN, WILLIAM M	41.65	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5522000	15272	LACHANCE, BRIAN	75.45	<input checked="" type="checkbox"/>	
5522700	5429	ELLIS, BRIAN	254.84	<input checked="" type="checkbox"/>	
5524200	4212	HUTCHINSON, RICHARD	111.85	<input checked="" type="checkbox"/>	
5524700	10836	OLIVER, EDWARD	383.78	<input checked="" type="checkbox"/>	
5524800	201202	MANIATAKOS, ROULA	303.46	<input checked="" type="checkbox"/>	▼

Set All

Account	Customer	Name	Total Due	S
5524900	15865	SAYSANASONGKHAM, SAMUEL	270.45	<input checked="" type="checkbox"/>
5600600	201215	LAVARNWAY, TIMOTHY	61.32	<input checked="" type="checkbox"/>
5601200	201221	DUMONT, GLENN	85.85	<input checked="" type="checkbox"/>
5601800	5427	COREY, ADAM	100.11	<input checked="" type="checkbox"/>
5602000	201231	WALTERS, DANIEL	57.25	<input checked="" type="checkbox"/>
5602300	5965	HILTON, KAREN	45.85	<input checked="" type="checkbox"/>
5603500	201246	MEANS, CHARLIE A	49.45	<input checked="" type="checkbox"/>
5603900	5900	SOULE, DAVID	492.35	<input checked="" type="checkbox"/>
5604600	201257	MORRISON, JEREMY	134.47	<input checked="" type="checkbox"/>
	4278	STAFFORD, BEN	62.45	<input checked="" type="checkbox"/>

Set All

Account	Customer	Name	Total Due	S
5605000	201261	GARRISON, LAURIE	181.33	<input checked="" type="checkbox"/>
5605700	201268	MURRAY, PAULA J	286.29	<input checked="" type="checkbox"/>
5605900	201270	PLEAU, WILLIAM	245.73	<input checked="" type="checkbox"/>
5606300	201274	MCCANN, CHARLES A	48.25	<input checked="" type="checkbox"/>
5607200	201282	THERIAULT, JOEY	93.65	<input checked="" type="checkbox"/>
5607300	201283	MARTELLE, ANDREA	119.65	<input checked="" type="checkbox"/>
5607500	201285	RODRIGUE, SUSAN	305.19	<input checked="" type="checkbox"/>
5607700	201287	LOUBIER, DAVID	129.04	<input checked="" type="checkbox"/>
5608100	16139	COCHRAN, WILLIAM	54.65	<input checked="" type="checkbox"/>
5608900	10833	TURMELLE, JUSTIN	269.09	<input checked="" type="checkbox"/>

Set All

Account	Customer	Name	Total Due	S
5609200	201302	ROSE, DONNA COLE	176.61	<input checked="" type="checkbox"/>
5610300	201313	THOMAS, SHIRLEY	109.25	<input checked="" type="checkbox"/>
5611300	9670	GILES, LYNDESEY	56.20	<input checked="" type="checkbox"/>
5611700	201328	MOORS, LONNIE	287.71	<input checked="" type="checkbox"/>
5611709	16801	SHERRY, SPAULDING	167.58	<input checked="" type="checkbox"/>
5611725	201333	KING, JULIE	127.79	<input checked="" type="checkbox"/>
5611900	201337	GRANDMAISON, PAUL	512.21	<input checked="" type="checkbox"/>
5612200	201340	LEADBETTER, KIM	303.42	<input checked="" type="checkbox"/>
5612800	201346	SYLVESTER, ANN	153.00	<input checked="" type="checkbox"/>
5612900	201347	FULLER, PAULA	56.04	<input checked="" type="checkbox"/>

Set All

Account	Customer	Name	Total Due	S
5613000	201348	FECTEAU, MAURICE A	78.05	<input checked="" type="checkbox"/>
5613010	11934	DENIS, LAURIE	200.29	<input checked="" type="checkbox"/>
5613300	201353	JASON, BRADLEY II	36.45	<input checked="" type="checkbox"/>
5613400	201354	KUMM, GEOFFREY	100.46	<input checked="" type="checkbox"/>
5614000	16155	HAMILTON, PATRICK	237.05	<input checked="" type="checkbox"/>
5614400	3708	GORDON, YVONNE	322.33	<input checked="" type="checkbox"/>
5614900	15246	TUDELA, DERREK	118.38	<input checked="" type="checkbox"/>
5615000	201372	ZARKO, DAVID	54.65	<input checked="" type="checkbox"/>
5615400	201376	CRAYTON, DAVID	275.03	<input checked="" type="checkbox"/>
5615500	9678	MICHAUD, SHAWN	124.85	<input checked="" type="checkbox"/>

Set All

Account	Customer	Name	Total Due	\$	▲
5615900		4277 MARTIN, DANIEL	343.23	<input checked="" type="checkbox"/>	
5616000		201382 HOUSTON, DAVID	85.85	<input checked="" type="checkbox"/>	
5616700		14485 TERRI, GAYNE	77.90	<input checked="" type="checkbox"/>	
5617000		201392 MOSSER, GORMAN	153.51	<input checked="" type="checkbox"/>	
5617550		201398 FERRY, BETH	245.70	<input checked="" type="checkbox"/>	
5618100		201405 LINDIE, DAVID	304.27	<input checked="" type="checkbox"/>	
5618200		201407 GAGNON, GERALD	295.27	<input checked="" type="checkbox"/>	
5618500		5342 CHAMBERS, DARREN	204.93	<input checked="" type="checkbox"/>	
5618700		9646 CONLON, JAMES	93.65	<input checked="" type="checkbox"/>	
5618800		201413 BARD, YVETTE	196.17	<input checked="" type="checkbox"/>	▼

Set All

Account	Customer	Name	Total Due	\$	▲
5700600		5876 TOWN OF WINSLOW	33.16	<input checked="" type="checkbox"/>	
5700700		15308 RANCOURT, ASHLEY	115.05	<input checked="" type="checkbox"/>	
5700900		201425 LAFLAMME, JEFFREY	558.17	<input checked="" type="checkbox"/>	
5701200		4218 GRANT, ROLAND	838.32	<input checked="" type="checkbox"/>	
5701300		4225 LIBERTY, RAYMOND	111.09	<input checked="" type="checkbox"/>	
5701400		9638 BARBEAU, DARREN	223.98	<input checked="" type="checkbox"/>	
5701600		201432 BATCHELDER, ALAN	49.45	<input checked="" type="checkbox"/>	
5701800		201434 CAREY, KENNETH	261.56	<input checked="" type="checkbox"/>	
5701900		15207 POULIN, TIMOTHY	130.65	<input checked="" type="checkbox"/>	
5702200		14561 SHEA, JESSICA	81.75	<input checked="" type="checkbox"/>	▼

Set All

Account	Customer	Name	Total Due	\$	▲
5702500		11935 ST. PETER, SHEILA	396.57	<input checked="" type="checkbox"/>	
5702900		201445 GALLION, GROVER	101.45	<input checked="" type="checkbox"/>	
5703000		201446 ASSAF, JENNIFER	67.65	<input checked="" type="checkbox"/>	
5703700		5376 REYNOLDS, KASSIE	129.25	<input checked="" type="checkbox"/>	
5703800		14487 OVERLOCK, STEVEN	455.16	<input checked="" type="checkbox"/>	
5704500		16860 WACEKEN, DANNY	117.05	<input checked="" type="checkbox"/>	
5704800		15834 CURTIS, KELLY	96.25	<input checked="" type="checkbox"/>	
5705250		201469 LAMBERT, BRIAN	116.93	<input checked="" type="checkbox"/>	
5717400		5322 MICHAUD, ALISHA	78.10	<input checked="" type="checkbox"/>	
5717900		5939 WOO-HOO INC	62.45	<input checked="" type="checkbox"/>	▼

Set All

Account	Customer	Name	Total Due	\$	▲
5718810		201489 NORTHEAST LABS	733.25	<input checked="" type="checkbox"/>	
5718850		201489 NORTHEAST LABS	109.25	<input checked="" type="checkbox"/>	
5719500		201493 JOLIN, KEVIN	208.17	<input checked="" type="checkbox"/>	
5720350		201499 SAUCIER, ANNETTE	119.91	<input checked="" type="checkbox"/>	
5721100		201505 CHARETTE, LYNIN	163.34	<input checked="" type="checkbox"/>	
5721200		5970 MARONEY, MISTY	194.71	<input checked="" type="checkbox"/>	
5721400		9677 BRIERE, MAURICE	124.85	<input checked="" type="checkbox"/>	
5721600		5898 CORNFORTH, LAWRENCE	59.85	<input checked="" type="checkbox"/>	
5722200		16098 MITCHELL, NORMAN	46.85	<input checked="" type="checkbox"/>	
5722800		201522 BATTERSBY, JULIE	126.68	<input checked="" type="checkbox"/>	▼

Set All

Account	Customer	Name	Total Due	\$	▲
5800800	201534	MARTIN, MARLENE	45.42	<input checked="" type="checkbox"/>	
5801000	9642	SOUVINEY, TRISHA	67.65	<input checked="" type="checkbox"/>	
5801800	201544	MATHESON, LISA	106.59	<input checked="" type="checkbox"/>	
5802201	201548	HARRIS, CECELIA	63.34	<input checked="" type="checkbox"/>	
5802500	201552	K2 PROPERTIES LLC	455.65	<input checked="" type="checkbox"/>	
5802900	201556	VEINOTTE, JOSEPH	113.44	<input checked="" type="checkbox"/>	
5803200	201559	RAYNES, TINA	327.33	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5803300	16158	RAYNES, DAVID L JR	129.01	<input checked="" type="checkbox"/>	
5803757	15274	LIZZOTTE, GALE	162.04	<input checked="" type="checkbox"/>	
5803759	201572	SIMPSON, JANE H	68.68	<input checked="" type="checkbox"/>	▼

Set All

Account	Customer	Name	Total Due	\$	▲
5804000	201581	PONITZ, DONALD	67.65	<input checked="" type="checkbox"/>	
5804610	201586	GOUDREAU'S INN	824.15	<input checked="" type="checkbox"/>	
5804700	16805	COLONIAL PINES REAL ESTAT	336.29	<input checked="" type="checkbox"/>	
5804722	201606	JACQUES, MELISSA	49.66	<input checked="" type="checkbox"/>	
5804723	16805	COLONIAL PINES REAL ESTAT	31.85	<input checked="" type="checkbox"/>	
5804724	15270	BLACK, DAVID	83.25	<input checked="" type="checkbox"/>	
5804730	16805	COLONIAL PINES REAL ESTAT	60.96	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5804734	201618	COCHRAN, DANA	253.81	<input checked="" type="checkbox"/>	
5805800	201624	FREDETTE, LORETTA	129.01	<input checked="" type="checkbox"/>	
5806100	4104	DOBLE, BERNARD	215.85	<input checked="" type="checkbox"/>	▼

Set All

Account	Customer	Name	Total Due	\$	▲
5806310	9652	EXPERT AUTO GLASS	43.11	<input checked="" type="checkbox"/>	
5806325	9652	EXPERT AUTO GLASS	43.37	<input checked="" type="checkbox"/>	
5806500	201632	MCCUTCHEON, JOHN	70.25	<input checked="" type="checkbox"/>	
5806600	16115	LESSARD, PAUL EST OF	192.18	<input checked="" type="checkbox"/>	
5806900	201639	MID STATE MACHINE	473.25	<input checked="" type="checkbox"/>	
5806920	201639	MID STATE MACHINE	145.75	<input checked="" type="checkbox"/>	
5808400	10911	FENTON, ROBERT	417.44	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5809100	10917	GOFF, REBECCA	57.25	<input checked="" type="checkbox"/>	
5810400	4239	MARONEY, RYAN-MARIE	104.05	<input checked="" type="checkbox"/>	
5810550	201654	PLEAU, WILLIAM	38.16	<input checked="" type="checkbox"/>	▼

Set All

Account	Customer	Name	Total Due	\$	▲
5810700	15261	HALIFAX CROSSING LLC	85.85	<input checked="" type="checkbox"/>	
5810800	15261	HALIFAX CROSSING LLC	283.45	<input checked="" type="checkbox"/>	
5811100	15261	HALIFAX CROSSING LLC	33.85	<input checked="" type="checkbox"/>	
5811200	15261	HALIFAX CROSSING LLC	93.65	<input checked="" type="checkbox"/>	
5811500	201662	FOUGERE, HUBERT	36.45	<input checked="" type="checkbox"/>	
5812200	201669	BICKFORD, CLARENCE	330.41	<input checked="" type="checkbox"/>	
5812400	201671	POMERLEAU, FRANCIS	54.65	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5812600	201673	BOUCHER, WILLIAM	67.65	<input checked="" type="checkbox"/>	
5812800	9648	WILLIAMS, VANESSA	188.50	<input checked="" type="checkbox"/>	
5812900	16789	GAMACHE, VICKIE	155.00	<input checked="" type="checkbox"/>	▼

Set All

Account	Customer	Name	Total Due	S
5813200	201679	WOLFE, JAMES	205.88	<input checked="" type="checkbox"/>
5813500	14483	DAVID, PAGE	96.25	<input checked="" type="checkbox"/>
5813600	14570	WHITMAN, JOSHUA	46.70	<input checked="" type="checkbox"/>
5814100	3676	MCDUGALL, SCOTT	370.31	<input checked="" type="checkbox"/>
5814700	10865	MARTIN, KATHERINE	421.54	<input checked="" type="checkbox"/>
5900500	201699	SMITH, NANCY	57.25	<input checked="" type="checkbox"/>
5900700	201701	WISWELL, MICHELLE M	208.89	<input checked="" type="checkbox"/>
5900900	201703	MORRISON, LAURIE	213.63	<input checked="" type="checkbox"/>
5901200	201706	MURRAY, EVELYN	78.05	<input checked="" type="checkbox"/>
5901400	201708	FORTIN, ROBERT	128.05	<input checked="" type="checkbox"/>

Set All

Account	Customer	Name	Total Due	S
5901600	4260	RAMSDELL, EARL	116.39	<input checked="" type="checkbox"/>
5901800	201712	GUNZINGER, TERRY	79.50	<input checked="" type="checkbox"/>
5902000	10841	MARQUIS, KYLE	411.03	<input checked="" type="checkbox"/>
5902400	201718	HACHEY, JOHN	78.05	<input checked="" type="checkbox"/>
5902500	15299	LEATHERS, KALENA	67.65	<input checked="" type="checkbox"/>
5903500	9673	BLAY, KENNETH	116.21	<input checked="" type="checkbox"/>
5904100	201735	SOULE, BETTY	46.85	<input checked="" type="checkbox"/>
5904500	201739	FLYE, JEFFREY A	130.03	<input checked="" type="checkbox"/>
5904800	10925	MCKENNEY, RACHEAL	141.05	<input checked="" type="checkbox"/>
5904900	201743	MICHAUD, DIANA F	265.84	<input checked="" type="checkbox"/>

Set All

Account	Customer	Name	Total Due	S
5905100	201745	BERARD, JULIAN	180.14	<input checked="" type="checkbox"/>
5905300	201747	SHIRLEY MILLER	158.41	<input checked="" type="checkbox"/>
5905400	201748	LOUBIER, MARK	113.44	<input checked="" type="checkbox"/>
5905900	15211	BARNETT, ANDREW	57.25	<input checked="" type="checkbox"/>
5906000	201754	QUIRION, LLOYD	54.50	<input checked="" type="checkbox"/>
5906800	3667	RIOUX, TED	71.38	<input checked="" type="checkbox"/>
5906900	201763	HIGGINS, MICHAEL E	122.85	<input checked="" type="checkbox"/>
5907900	201773	WHITE, CARLA	33.85	<input checked="" type="checkbox"/>
5908100	5340	ECCLESTON, CARRIE	127.89	<input checked="" type="checkbox"/>
5908300	201777	PLISGA, SUSAN	52.05	<input checked="" type="checkbox"/>

Set All

Account	Customer	Name	Total Due	S
5908900	15287	GAULIN, KEVIN	338.10	<input checked="" type="checkbox"/>
5909100	201785	SOUCY, STEPHEN	83.25	<input checked="" type="checkbox"/>
5909500	15221	CASAWANT, THOMAS	129.25	<input checked="" type="checkbox"/>
5909600	5304	RICHARDS, NICK	95.43	<input checked="" type="checkbox"/>
5909800	201792	PERRY, SUE	94.25	<input checked="" type="checkbox"/>
5910000	201794	CHASE, CYNTHIA	46.85	<input checked="" type="checkbox"/>
5910100	201795	POMEROY, CORY	91.05	<input checked="" type="checkbox"/>
5910700	5894	CARON, A. DIANE	43.70	<input checked="" type="checkbox"/>
5910800	16164	GOUGH, TERRI L	65.05	<input checked="" type="checkbox"/>
5911200	201806	DOE, JAY CHRISTIAN	96.25	<input checked="" type="checkbox"/>

Set All

Account	Customer	Name	Total Due	S
5911400	201808	GOODWIN, LAWRENCE	237.60	<input checked="" type="checkbox"/>
5911700	9632	BERARD, SHERRY	101.45	<input checked="" type="checkbox"/>
5911900	201813	MITCHELL, CHARLES	101.45	<input checked="" type="checkbox"/>
5912100	201815	HARRIS, RAY	121.38	<input checked="" type="checkbox"/>
5912600	5870	GRENIER, CHAD	252.54	<input checked="" type="checkbox"/>
5912900	201823	WHITE, CYNTHIA A	450.83	<input checked="" type="checkbox"/>
5913000	201824	CURTIS, A ROY	75.45	<input checked="" type="checkbox"/>
5913200	201826	COCHRAN, DAVID	173.03	<input type="checkbox"/>
5913300	201827	LACHANCE, DWAYNE	54.65	<input checked="" type="checkbox"/>
5913500	201829	SHERIDAN, THOMAS	558.19	<input checked="" type="checkbox"/>

Set All

Account	Customer	Name	Total Due	S
5913600	201830	BICKFORD, CLARENCE	316.87	<input checked="" type="checkbox"/>
5913800	201669	BICKFORD, CLARENCE	212.19	<input checked="" type="checkbox"/>
5913900	201833	CARRIER, RICHARD O	93.75	<input checked="" type="checkbox"/>
5914200	201836	VEILLEUX, NICOLE	142.83	<input checked="" type="checkbox"/>
5914500	15327	CLARK, KENNETH C	57.25	<input checked="" type="checkbox"/>
5914900	9664	MOSHIER, LEA	167.46	<input checked="" type="checkbox"/>
5915000	201844	WADLEIGH, JEAN	301.73	<input checked="" type="checkbox"/>
5915300	14502	BROWN, JONATHAN	476.59	<input type="checkbox"/>
5915600	201850	BROWN, HOWARD L	44.25	<input checked="" type="checkbox"/>
5915800	15228	LECLAIR, AMY	192.35	<input checked="" type="checkbox"/>

Set All

Account	Customer	Name	Total Due	S
5916000	4266	JACKSON, SONYA	129.01	<input checked="" type="checkbox"/>
5916100	4108	CATES, DARRIN	372.62	<input checked="" type="checkbox"/>



# TOWN OF WINSLOW, MAINE

(207) 872-2776 Phone  
(207) 872-1999 Fax

www.winslow-me.gov

114 Benton Avenue  
Winslow, ME 04901

## TOWN COUNCIL

## RESOLUTION NO. 22-2015

### A RESOLUTION

Providing for: Supporting an Amendment to the Kennebec Sanitary Treatment District's Charter to allow the District to create a Capital Reserve Fund.

**BE IT RESOLVED** by the Town Council of the Town of Winslow as follows:

**WHEREAS**, much of the District's infrastructure is almost fifty years old; and

**WHEREAS**, the Districts current charter does not allow the District to create a Capital Reserve account; and

**WHEREAS**, the District has provided the town with the attached proposed charter amendment; and

**WHEREAS**, the District is requesting that the town show its support for the attached proposed charter amendment; now, therefore,

**BE IT RESOLVED** by the Town Council of the Town of Winslow that the Town Council hereby supports the attached proposed charter amendment to the Kennebec Sanitary Treatment District's Charter that will allow the District to create a Capital Reserve Fund.

**SPONSORED BY: Gerald Saint Amand**

### IN THE TOWN COUNCIL

\_\_\_\_\_, 2015 First & Only Reading, \_\_\_\_\_  
accepted rejected

\_\_\_\_\_  
Town Clerk

APPROVED: \_\_\_\_\_, 2015

CHAIRMAN: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Proposed change

**An Act to Allow the Kennebec Sanitary Treatment District to Establish and Maintain a Capital Reserve Fund**

Sec. 1. P & SL 1971, c. 45, § 15, as amended by P & SL 1973, c.81, §11 and by P & SL, 1981, c. 26, §§s 1 and 2, is hereby amended by amending the last paragraph, last sentence to read as follows:

“The trustees may add to the sinking fund, if any, so much of any excess over said limitations as they determine advisable, and any remainder shall be credited on an equitable basis against sums otherwise to be apportioned to said towns, the Waterville Sewerage District and any persons, firms or corporations other than said towns and sewer district under contract to pay for the use of the district's facilities during the year as at the end of which such surplus was created, except for payments to the Capital Reserve Fund, as described herein.”

Sec. 2. P & SL 1971, c. 45, § 15, as amended, is further amended by adding a new paragraph 5 following paragraph 4, “Sinking Fund Payments:”

5. Capital Reserve Fund:

a. Purpose: The trustees may establish a Capital Reserve Fund by appropriating money or by authorizing the transfer of unencumbered surplus funds at the end of any fiscal year for the purpose of maintaining, rehabilitating, upgrading, and/or replacing aging infrastructure.

b. Limit of Annual Appropriation: The annual appropriation for this purpose may not exceed \$500,000.

c. Capital Reserve Fund Cap: The maximum amount that may be kept in the Capital Reserve Fund is \$2,000,000.

d. Expenditure: When the Trustees determine that a project relating to the maintenance, rehabilitation, upgrading, and/or replacing of aging infrastructure, they may order the withdrawal and expenditure of the necessary amount from the Capital Reserve Fund to cover the expenditure of said project. If funds are committed to cover an expenditure that will run beyond a given fiscal year then those funds will not be included in the \$2,000,000 cap established under sub-paragraph c.

e. Fund Management: The Trustees are responsible for oversight of the Capital Reserve Fund. They shall deposit or invest the fund according to Title 30-A, Chapter 223, Subchapter 3-A. Any interest earned or capital gains realized shall accrue to and become part of the Capital Reserve Fund.

STATEMENT OF FACT

Over the next decade and into the foreseeable future, Kennebec Sanitary Treatment District will be faced with the need to maintain, rehabilitate, upgrade and/or replace its aging infrastructure. The purpose of this amendment is to create a Capital Reserve Fund in anticipation of these expenses and to avoid having to borrow funds. These expenditures are in addition to Kennebec Sanitary Treatment District's normal, annual operating costs.