TOWN OF WINSLOW, MAINE
REGULAR COUNCIL MEETING
& PUBLIC HEARING
July 11, 2016
6:45 p.m.

EXECUTIVE SESSION

- Consultation with legal counsel
- Labor Negotiations

PUBLIC HEARING

1. Ordinance No. 5-2016: Providing for An Amendment to the Winslow Zoning Ordinance Sec. 14-82, Definitions, by adding the Underlined and deleting the strikethrough language in the attached Agriculture Definition.

2. Order No. 9-2016: Providing for First Amendment to Municipal Development Tax Increment Financing District (ALCOM Project) Development Program.

REGULAR COUNCIL MEETING

1. Roll Call
2. Recite the Pledge of Allegiance
3. Approval of Minutes of Previous Meeting (June 13).
4. Communications
    a. Legislative Report
    b. Vote the MMA Legislative Policy Committee Ballot
5. Reports of Committees and Commission
    a. Town Manager's Report
    b. Department Reports
    c. Finance Committee Report (Treasurer's Warrants)
    d. Financial Report.

TABLED BUSINESS

1. Ordinance No. 4-2016: Providing for An Amendment to Winslow Sewer Ordinance, Chapter 10 Sec. 10-11 (a) by deleting the Strikethrough language and adding the underlined Language in the attached document. (First Reading) Sponsored by Gerald Saint Amand.

UNFINISHED BUSINESS

1. Ordinance No. 5-2016: Providing for An Amendment to the Winslow Zoning Ordinance Sec. 14-82, Definitions, by adding the Underlined and deleting the strikethrough language in the attached Agriculture Definition. (Second Reading) Sponsored by Steve Russell.

3. Order No. 8-2016: Providing for the Abatement of Taxes on an Account that has Been Deemed Out of Business. (Second Reading) Sponsored by Gerald Saint Amand.

NEW BUSINESS

1. Ordinance No. 6-2016: Providing for An Amendment to the Winslow Zoning Ordinance Sec.14-84, Definitions, by adding the definition for Setbacks. (First Reading) Sponsored by Kenneth Fletcher.

2. Ordinance No. 7-2016: Providing for an Amendment to Winslow Sewer Ordinance, Chapter 10, Article 2 by deleting the strikethrough language and adding the underlined language in the attached document. (First Reading) Sponsored by Gerald Saint Amand.

3. Order No. 9-2016: Providing for First Amendment to Municipal Development Tax Increment Financing District (ALCOM Project) Development Program. (First Reading) Sponsored by Gerald Saint Amand.

4. Order No. 10-2016: Providing for the Acceptance of a Labor Contract between the

   Winslow Full-Time Police Officers Association and the Town of Winslow. (First Reading) Sponsored by Gerald Saint Amand.

5. Order No. 11-2016: Providing for Authorization for the Town Manager to enter into a Municipal Partnership Agreement with the Maine Department of Transportation (Maine DOT). (First Reading) Sponsored by Gerald Saint Amand.

6. Order No. 12-2016: Providing for Authorization for the Town Manager to enter Into a Five (5) Year Solid Waste Disposal Agreement with Waste Management Disposal Services of Maine, Inc. (WM). (First Reading) Sponsored by Gerald Saint Amand.

7. Resolution No. 16-2016: Providing for Authorization for the Town Manager to Accept a Donation from Margaret and Larry Veilleux to Benefit the Winslow Police Department. (One Reading) Sponsored by Gerald Saint Amand.

8. Resolution No. 17-2016: Providing for Approval of the attached 2015-2016 Certificate of Sewer Commitment of Sewer User Rates. (One Reading) Sponsored by Gerald Saint Amand.

DISCUSSION

- Update on the existing Jr. High Committee
- Forming a building committee to explore options for the use of the Jr. High

ADJOURN COUNCIL MEETING

Town Manager's Report to the Town Council

Submitted by:
Michael W. Heavener
July 6, 2016

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

MDOT's Municipal Partnership Initiative

The Municipal Partnership Initiative (MPI) program was developed by the Maine Department of Transportation (MDOT) in early 2011. It is a method to develop, fund, and build projects of municipal interest on the state infrastructure system with MDOT as a partner. If a project is selected, MDOT will fund 50% (up to $500,000) of a project's cost.

We submitted a request to rebuild 0.12 miles of Clinton Avenue to Monument Street at an estimated cost of $500,000. MDOT has chosen this project for funding so the Town will need to raise $250,000. If approved, the project will start on or about July 1, 2017 and will be completed in 2017. This will give us the opportunity to budget for the project when we build our FY2018 budget

In the Council packet is Order No. 11-2016, which if approved will authorize me to sign the Municipal Partnership Agreement with MDOT so that we may receive MDOT funding for the project.

ALCOM TIF Amendment

As you may recall MDOT is requiring the Town to install a left hand turning lane at the entrance of our Industrial Park on Millennium Drive. Our designated projects in the existing ALCOM TIF do not include this turning lane project, which we are expected to start next July 1st.

In the Council packet is Order No. 9-2016, which if approved will amend the TIF to include the turning lane project. This amendment will allow the Town to use ALCOM TIF funds for this project. I will also be requesting that the second reading be waived.

Benefits for Part-time Employees?

At our last Council meeting we discussed offering benefits to part-time employees who are regularly scheduled to work 30 hours or more per week. Doing so would only impact three employees at this time. During our discussion I was asked to find out if our neighboring municipalities offer benefits to their part-time employees. Three out of the five municipalities I contacted do offer benefits (see attached). We will discuss this further at our meeting on July 11th.

Sand & Grease Trap Ordinance

At an earlier Council meeting the proposed amendment to the Sand and Grease Trap ordinance (Ord. No. 4-2016) was tabled and the Council requested a list of businesses that would be impacted by the proposed changes. Attached to this report is a list of businesses connected to our sewer system and it is noted on the list which businesses will be required to install a grease trap. Those businesses that do require a grease trap will only need to install an under-the-sink trap costing between $500 and $1,000. We can discuss this further at our meeting.

Waste Management Disposal Agreement

Waste Management Disposal Services of Maine has provided us with an agreement to use their landfill located in Norridgewock, Maine when our contract with PERC expires in 2018. We have options for a one, three or five year agreement. Attached to this report is an analysis prepared by Councilor Kenneth Fletcher that was shared with our MSW Committee. After reviewing the agreement and the analysis the MSW Committee recommended that the Town enter into a five year agreement with Waste Management.

In the Council packet is Order No. 12-2016, which if approved will authorize me to sign a five year agreement with Waste Management.

July 4th Celebration

Our public safety officials did an outstanding job of insuring the July 4th celebration was a safe one. Like any event, though, some things go well and some things not so well. I met with the public safety officials on July 5th and following that meeting I prepared a Pros & Cons report from a public safety perspective. I have attached a copy of the report to this report which we can discuss at our Monday night meeting.

Benefits Comparison for Part-time Employees

China <> Holiday, Sick Leave and Vacation Time is Pro-rated based on the percentage of hours worked in a work week when compared to a 40-hour work week.

Fairfield <> None

Oakland <> vacation and Holiday time is pro-rated based on hours worked.

Vassalboro <> Part-time employees, who work an average of 20 hours a week, but less than 40 hours a week during a 52-week period, will accrue sick leave and annual leave on a pro-rated basis of half the accrual rate of the full-time employees.

If a paid holiday falls on the day that a part-time employee working at least 20 hours a week, but less than 40 hours a week on a regular basis would have normally worked, that employee will receive holiday pay equal to the number of hours they would have normally been scheduled to work on that day.

Waterville <> None

SAND AND GREASE TRAP SURVEY
JUNE 2016

BUSINESS NAME	ST #	BUSINESS ADDRESS	Y/N	DATE LAST CLEANED
WINSLOW AUTOMOTIVE & TIRE	25	AUGUSTA RD.	YES	NEEDS CLEANING
COURTNEYS COUNTERTOP	26	AUGUSTA RD.	NO	NEEDED
WHIPPERS CAR WASH	128	AUGUSTA RD.	YES	IN BAY 1
JIMMIE'S AUTO	748	AUGUSTA RD.	?	NO FLOOR DRAINS
LOBSTER TRAP & STEAKHOUSE	21	BAY ST.	NO	NEEDED
MCLEAN FAMILY BAKERY	46	BAY ST.	YES	CLEANED 2 WEEKS
DUNKIN DONUTS	50	BAY ST.	YES	CLEANED WEEKLY
RITA'S HOUSE OF PIZZA	51	BAY ST.	NO	NEEDED
ASIAN CAFÉ	53	BAY ST.	YES	90 DAY-BASEMENT
XPRESS STOP (J & S OIL BAY ST)	59	BAY ST.		NOT NEEDED
J & D CATERING	89	BENTON AVE.	yes	Internal,
CARROLLS BODY SHOP	548	BENTON AVE.	NO	NO FLOOR DRAINS
BIG GS DELI	581	BENTON AVE.	YES	EXTERNAL
BOUCHERS MEATS	715	BENTON AVE.	YES	EXTERNAL
CUMBERLAND FARMS	1	CHINA RD.	YES	EXTERNAL
MCDONALDS	9	CHINA RD.	YES	EXTERNAL
PLEAUS MARKET	10	CHINA RD.	NO	NOT NEEDED
POINTE AFTA LOUNGE	252	CHINA RD.	YES	2/3 TIMES A WEEK
KIMS GARAGE	420	CHINA RD.	NO	NO FLOOR DRAINS
ITS A GOOD PIZZA	82	CLINTON AVE.	YES	INTERNAL WEEKLY
THE 107	107	CLINTON AVE.	NO	NEEDED
WEST RIDGE LLC / SUBWAY	3	CUSHMAN RD.	NO (UNIT 5)	NOT NEEDED
LUCKY PANDA INC	3	CUSHMAN RD.	YES (UNIT 3)	CLEANED WEEKLY
BELLOWS GARAGE	152	CUSHMAN RD.	NO	NO DRAINS
BABES GARAGE	22	FRAWLEY ST.	NO	NO DRAINS INTO SEWER
M & M AUTO	48	HALIFAX ST.	NO	NO DRAINS
BILODEAUS BODY SHOP	62	HALIFAX ST.	NO	NO DRAINS
BEES SNACK BAR	1	LITHGOW ST.	YES	CLEANED BY-WEEKS
VIP	62	BAY ST.	NO	NO FLOOR DRAINS

Waste Management Agreement Proposal Analysis
by Kenneth Fletcher (June 7, 2016)

1. **As proposed by WM, all the MSW collected through the Town's Curbside Collection System would need to be delivered to WM** and nothing in the Agreement would prevent the Town from recycling or interfere with other source reduction programs. The ideal situation for the Town to create the greatest flexibility would be to be able to divert some MSW to other disposal options while maintaining WM as the primary disposal means. It may be unrealistic to expect WM to accept this condition but there is a possibility that during the 'lean' MSW generation months' we could divert MSW to the spot market which historically has been at lower tip fee. If Fiberight does prove successful, there is that possibility that they would be on the spot market which would allow some potential tip fee savings because they will be seeking out additional MSW tonnage. In general, I think the provisions proposed are acceptable but we should explore what flexibility we could gain particularly depending on the term of the Agreement.

2. **The proposed terms are 1 to 5 year with lower tip fees for the longer term.** A five year term would take us to April 2023. If we look at the possible other options that will exist, we know that it takes at least 3 years+ to develop and construct a processing facility. Let's assume that Fiberight-Hampden is developed at the lower tonnage rate. Under existing agreements, Fiberight would need to achieve commercial operation no later than January 1, 2020. It is reasonable to assume that it will take up to 12 months to 'work the bugs' out once they start on April 1, 2018. If Fiberight-Hampden proves successful, the earliest we would know that is April 1, 2019. If we then started on the development of a Kennebec Fiberight project, that project would operational no sooner than April 1, 2022. Therefore, if this scenario did development, a five year contract term would only be one year longer than the 'best case' Fiberight case. If Fiberight-Hampden is not successful (either not constructed or did not achieve viable commercial operation), the WM option would be the option in any case (i.e. MRC directing MSW to WM, etc).

3. **MRC/Fiberight-Hampden latest pro forma provided some interesting new data.** If the assumptions are correct, then reducing the capacity from 181,500 tpy to 110,550 tpy reduces capital requirements from $78.7 million to $35.3 million; changes the net tip rate (after Fiberight Revenue Sharing) from $62.73/t in year one increasing to $87.16 in year ten with the 181,500 tpy scenario to $66.17/t in year one to $87.42 in year ten with the 110,550 tpy (or a net difference ~ $0.26/t to $3.44/t at a much lower capital cost). If this is correct, then the Fiberight design is much more scalable than originally thought which would suggest that a 'right-sized' Kennebec Fiberight plant may be plausible. Of course this all assumes that Fiberight 'works'.

4. It would seem that a key piece of work going forward would be see if the Kennebec County communities are interested in exploring MSW options. Considering that the Augusta landfill has a projected life of no more than 10 years and general consensus that reducing landfilling of organics and recyclables is a common goal, a processing facility that is geographically located to minimize transportation should be attractive.

Winslow 2016 4th of July Celebration Pros & Cons from a Public Safety Perspective by Michael Heavener

On Tuesday, July 5, 2016, I met with Police Chief Shawn O'Leary, Police Lieutenant Joshua Veilleux, Fire Chief David LaFountain and Deputy Fire Chief Charles Theobald, Sr. Town Councilor Kenneth Fletcher attended the meeting and Parks & Rec Director Jim Bourgoin was late joining the meeting.

Pros & Cons

July 3rd – Street Dance

Pros

1. Everything went well. There were no Public Safety Issues.
2. The 4th of July Committee provided all of the required resources.

Cons

None

July 4th – Parade

Pros

1. Most Everything went well.
2. UTV (side-by-side) donated by Trailside was very helpful in moving resources from one portion of the parade route to another.
3. The 4th of July Committee took care of placing a Porta-Potty at the town office.

Cons

1. There were problems with Police Communication primarily due to staff fatigue
2. Parade participants who tried to return while the parade was continuing created some confusion. Some spectators thought the parade had ended when it had not.

July 4th – Evening & Fireworks (*it is estimated that 40,000 spectators were in the park and another 30,000 in the vicinity of the park.*)

Pros

1. The increased police presence left some feeling the police were better prepared than in prior years.
2. Teams of Police Officers were rotated in and around the park which resulted in positive comments by the local businesses. It is also believed that this rotation gave the impression of a greater police presence which may have contributed to fewer alcohol related incidences.
3. The pedestrian movement pattern into the park worked well because visitors were funneled to one entry point.
4. The 4th of July Committee provided all of the requested resources.

Cons

1. Venue was too small to accommodate all who wanted to attend. At one point visitors who entered the park turned around and exited because there was no place to sit or stand.
2. Due to the rotating teams of police officers, at times there were only two officers in the park. **Solution – Add two additional officers.**
3. Due to the placement of vendors in the Park there was a high concentration of people in one general area with only one narrow means of egress in the event of an emergency. This situation is very concerning.
4. Due to the limited capacity of the park to accommodate all of those who wanted to attend the fireworks display, a crowd of spectators were forced into the street and onto the bridge, resulting in the closure of Rt. 201. The crowd of spectators would likely hinder the movement of public safety equipment in and around the park, including Rt. 201.
5. Due to the anticipated gridlock in the vicinity of the park and Rt. 201, area Fire Departments were asked to be available in the event they were needed in Winslow.
6. Winslow Police Officers were fatigued and exhausted by the evening of the 4th because they had worked the street dance the night before, as well as their regularly scheduled shifts. In one instance an officer only received three (3) hours of rest between the two days. **Solution – Seek additional police officers from other organizations to replace Winslow Officers to give them more time to rest.** (*Note: 8 Officers out of 11 worked July 3rd until 10:30 PM, and returned the following morning to work the July 4th parade, afternoon details, and into the evening until approximately 11:00 PM. Two (2) Officers worked their regular schedule shift on the 3rd, and returned to duty on the 4th for afternoon details and fireworks.*)

Conclusion

The Town has sufficient resources to safely manage the Street Dance the night before the 4th and the Parade on the day of the 4th.

The Fort Halifax Park, however, is not a sufficient venue for the fireworks display because it cannot accommodate all of those who wish to attend. The resulting closure of Rt. 201 to accommodate the overflow of spectators would likely hinder the ability to move public safety equipment in the vicinity of the park and Rt. 201. In addition, the spectator congestion on the bridge could also delay emergency response to all of "South Winslow" and "East Winslow".

TOWN OF WINSLOW, MAINE

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PUBLIC HEARING_____

TOWN COUNCIL **ORDINANCE NO. 6-2016**

AN ORDINANCE

Providing for: An Amendment to the Winslow Zoning Ordinance Sec. 14-84, Definitions, by adding the Definition for Setbacks.

BE IT ORDAINED by the Town Council of the Town of Winslow as follows:

WHEREAS, the Town's Planning Board recommends that the definition for Setbacks be added to our ordinances: and

WHEREAS, the Planning Board has prepared the attached definition for Setbacks which reflects how the Town has historically measured setbacks; now therefore,

BE IT ORDAINED by the Town Council of the Town of Winslow, Maine, that the Winslow Zoning Ordinance Section 14-84 be amended to include the attached definition of Setbacks.

SPONSORED BY: Kenneth Fletcher

IN THE TOWN COUNCIL

_____, 2016 First Reading, _____ _____
accepted rejected

_____, 2016 Second Reading, _____ _____
adopted rejected

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Town Clerk

APPROVED: _____, 2016

CHAIRMAN: _____

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SETBACKS

Add to the definitions in section 14-84.

Setbacks: Unless otherwise stated, a structure setback is the distance as measured from the outer most limits or line of the imprint a structure, including any projections associated with the structure, that would be cast upon the ground, pier, dock or otherwise, as viewed from above measured to the street, road or property line. Projections associated with a structure shall include but are not limited to, attached or detached decks, porches and roof overhangs normally associated with a structure. Also included shall be any basement area projections such as below grade basement entrances, rooms or storm shelters.

Exceptions are code compliant fire escape stairs, ramps, basement window wells, landings and overhead weather protections (fire escape roofs) that are no greater than the code required width. Also, exempt are rain gutters, and the customary TV dish antennas, steps that are no more than 36-inches (36") in height and no more than 60-inches (60") run or in length.

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Public Hearing_____

TOWN COUNCIL **ORDINANCE NO. 7-2016**

AN ORDINANCE

Providing for: An Amendment to Winslow Sewer Ordinance, Chapter 10, Article 2 by deleting the strikethrough (~~strikethrough~~) language and adding the underlined (underlined) language in the attached document.

BE IT ORDAINED by the Town Council of the Town of Winslow as follows:

WHEREAS, the Planning Board is recommending that Chapter 10, Article 2 of the Sewer ordinance be amended; and

WHEREAS, the Planning Board has rewritten Chapter 10, Article 2; now therefore,

BE IT ORDAINED by the Town Council of the Town of Winslow, Maine, that the Winslow Sewer Ordinance, Chapter 10, Article 2 be amended by deleting the strikethrough (~~strikethrough~~) language and adding the underlined (underlined) language in the attached document.

SPONSORED BY: Gerald Saint Amand
IN THE TOWN COUNCIL

_____, 2016 First Reading, _____ _____
accepted rejected

_____, 2016 First Reading, _____ _____
accepted rejected

_____, 2016 Second Reading, _____ _____
adopted rejected

_____
Town Clerk

APPROVED: _____, 2016

CHAIRMAN: _____

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SEWER CONNECTION

Chapter 10 Article 2.

Change section 10-5 Connection Required, section (b) to read as follows:

(b) The public sewer must be within ~~two hundred (200)~~ three-hundred (300) feet of the ~~property line~~ structure for this section to be applicable.

Insert the following as 10-5 section (c):

The Planning Board through a Conditional Use Application. may waive the three-hundred (300') foot requirement in section (b) above thereby allowing the use of a Subsurface Waste Water Disposal System for single-family residential buildings including any accessory buildings. after having found there are unreasonable costs associated with connecting into the public sewer line.

The Planning Board shall consider the following as a minimum standard when finding unreasonable costs:

(i) The cost of connecting into the public sewer verses the cost of an in-ground septic system.

The cost differential between connecting into public sewer or a subsurface system should be supported by a minimum of two (2) bids for the installation of the public sewer line and one (1) bid for the installation of the in-ground system.

(ii) The soils conditions from the structure to the public sewer line:

Soil conditions must be shown or described by a formal soils report documenting the soils conditions and difficulties between the structure and where the proposed public sewer connection is to be.

(iii) Minimum Lot Size:

The subject property must meet both the State's Minimum Lot Size law for Subsurface Disposal Systems and local zoning district minimum lot size requirements.

(iv) The complexity of the proposed design for either system:

The Planning Board shall have the right to hire an independent third party for review of the applicant's cost factors. Upon such decision by the Board, the applicant shall place a sum of money in escrow with the Town to cover the cost of the third party review. Said escrow amount shall be determined by the Planning Board.

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Public Hearing_____

TOWN COUNCIL **ORDER NO. 9 -2016**

AN ORDER
Providing for: First Amendment to Municipal Development Tax Increment Financing District (ALCOM Project) Development Program

WHEREAS, pursuant to Order 13-2009 adopted September 28, 2009, the Town Council previously designated the Municipal Development Tax Increment Financing District (ALCOM Project) (the "District") and adopted a related Development Program with respect thereto (the "Original Development Program"); and

WHEREAS, the Town of Winslow is authorized pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, to adopt an amendment to the Original Development Program; and,

WHEREAS, there is and continues to be a need to encourage the expansion, improvement and attraction of manufacturing, industrial and commercial, businesses in the Town, and to provide continuing employment opportunities for the citizens of the Town and the surrounding region, to improve and broaden the tax base of the Town, and to improve the general economy and general business development climate of the Town, the surrounding region and the State of Maine; and

WHEREAS, adopting and implementing the proposed amendment to the Original Development Program will help to provide continued employment opportunities for the citizens of the Town and the surrounding region and will help the Town to continue the pursuit of business development in the Town and the region; and

WHEREAS, the Town has held a public hearing on the proposed amendment to the Original Development Program in accordance with the requirements of 30-A MRSA §5226(1) upon at least ten (10) days prior notice published in a newspaper of general circulation within the Town; and,

WHEREAS, the Town desires to adopt the amendment to the Original Development Program presented to the Town Council this day; and,

WHEREAS, it is expected that the Commissioner of the Maine Department of Economic and Community Development will approve the adoption of the above-described amendment;

NOW, THEREFORE,

IT IS ORDERED by the Winslow Town Council that:

1. The Town Council hereby finds and determines that:

   (a) Pursuant to Title 30-A M.R.S.A. Section 5226(5) pertaining to tax increment financing (TIF) district and development program amendments, the amendment to the Original Development Program does not result in the District being out of compliance with any of the conditions of 30-A M.R.S.A. Section 5223(3) which pertain to the percentage of area within the District that is suitable for commercial use, the TIF acreage caps for single TIF districts and for all TIF districts in the Town, and the total TIF district assessed valuation cap;

   (b) Adoption and implementation of the amendment to the Original Development Program will generate substantial economic benefits for the Town and its residents, including employment opportunities, broadened and improved tax base and economic stimulus, and therefore constitute a good and valid public purpose and will contribute to the economic growth or well-being of the inhabitants of the Town or to the betterment of the health, welfare or safety of the inhabitants of the Town; and

   (c) The Town Council has considered all evidence presented to it with regard to any adverse economic effect on or detriment to any existing business and has found and determined that adoption and implementation of the amendment to the Original Development Program will not result in a substantial detriment to any existing business in the Town, and any adverse economic effect of the amendment to the Original Development Program on any existing business in the Town is outweighed by the contributions expected to be made by the projects and improvements described in the amendment to the Original Development Program to the economic growth or well-being of the Town or to the betterment of the health, welfare or safety of the inhabitants of the Town.

2. Pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, the Town Council hereby adopts the amendment to the Original Development Program presented to the Town Council (the "Amended Development Program"), which consists of a replacement Exhibit G to the Original Development Program.

3. The foregoing adoption of the Amended Development Program shall automatically become final and shall take full force and effect upon receipt by the Town of approval of the Amended Development Program by the Commissioner of the State of Maine Department of Economic and Community Development (DECD), without requirement of any further action by the Town, the Town Council, or any other party.

4. Pursuant to the provisions of 30-A M.R.S.A. §5227, the percentage of the increased assessed value to be retained as captured assessed value in the District and the term of said District is confirmed as set forth in the Original Development Program.

5. The Town Manager be, and hereby is, authorized and empowered and directed to submit the Amended Development Program to the Commissioner of DECD for review and approval, pursuant to the requirements of 30-A M.R.S.A. §5226(2). The Town Manager is further authorized, at his discretion from time to time, to make such revisions to the Amended Development Program as the Town Manager deems reasonably necessary or convenient in order to facilitate the process for review and approval by DECD, or for any other reason so long as such revisions are not inconsistent with these resolutions or the basic structure and intent of the Amended Development Program.

IT IS FURTHER ORDERED that, due to the need to have the Amended Development Program approved as soon as possible, in order that that the road improvements described therein may commence as quickly as possible, the Town Council hereby waives any requirement for a 2nd reading on this Order and this Order shall take effect as soon as possible, in compliance with the Town Charter.

SPONSORED BY: **Gerald Saint Amand**

IN THE TOWN COUNCIL

_____, 2016 First Reading, _____ _____
accepted rejected

_____, 2016 Second Reading, _____ _____
adopted rejected

_____
Town Clerk

APPROVED: _____, 2016

CHAIRMAN: _____

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TOWN OF WINSLOW, MAINE

FIRST AMENDMENT TO MUNICIPAL DEVELOPMENT AND TAX INCREMENT FINANCING DISTRICT DEVELOPMENT PROGRAM (ALCOM Project)

EXHIBIT G (Amended 2016)

TOWN TIF PROJECTS

Town TIF Projects: The Town will deposit its share of the captured tax increment revenues from the District in an economic development account to finance the following: any required street or other infrastructure improvements or repairs related to construction of the ALCOM Project.

Project	Eligibility Under Title 30-A	Estimated Cost	Project Status
Augusta Road Sewer Extension to South Park. (located outside but adjacent to ALCOM District)	§5225(1)(B) (portion of public improvement costs qualify as related to current and future infrastructure costs arising from ALCOM Project)	$430,000	Not Started
Extend existing roadway to South Park (located within ALCOM District)	§5225(1)(A)	$290,000	Not Started
Economic Development Costs relating to membership fees to CMGG and KVCOG	§5225(1)(C)(1)	Annual: $27,000 Total**: $405,000 **(15 year term of District)	On-going (annual payment)
Road improvements, including a left turn lane, at the intersection of Augusta Road and Millennium Drive (located outside but adjacent to ALCOM District)	§5225(1)(B) (portion of public improvement costs qualify as related to current and future infrastructure costs arising from ALCOM Project)	$150,000	
	Total	$1,275,000	

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TOWN COUNCIL **ORDER NO. 10-2016**

AN ORDER
Providing for: The Acceptance of a Labor Contract Between the Winslow Full-Time Police Officers Association and the Town of Winslow.

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

WHEREAS, the Town of Winslow through its Town Manager has negotiated a labor contract for the Winslow Full-Time Police Officers Association, as attached hereto; and

WHEREAS, the Town Council recognizes its responsibility to provide a fair and equitable labor agreement for its police personnel; and

WHEREAS, both the Town Manager and the Association have reached an agreement; now, therefore,

BE IT ORDERED that the attached labor agreement is adopted by the Town Council effective July 1, 2016 and remains in effect until June 30, 2019.

SPONSORED BY Gerald Saint Amand

IN THE TOWN COUNCIL

_____, 2016 First Reading, _____ _____
accepted rejected

_____, 2016 Second Reading _____ _____
adopted rejected

_____
Town Clerk

APPROVED: _____, 2016

CHAIRMAN: _____

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TOWN COUNCIL **ORDER NO. 11-2016**

AN ORDER
Providing for: Authorization for the Town Manager to enter into a Municipal Partnership Agreement with the Maine Department of Transportation (Maine DOT).

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

WHEREAS, the Public Works Director is recommending that 0.12 mile of Clinton Avenue be reconstructed at an estimated cost of $500,000; and

WHEREAS, the Maine DOT will pay for 50% of the project through a Municipal Partnership Agreement; and

WHEREAS, the agreement has been drawn (see attached); now, therefore

BE IT ORDERED by the Town Council of the Town of Winslow that the Town Manager is hereby authorized to sign the attached Municipal Partnership Agreement with the Maine Department of Transportation.

SPONSORED BY: **Gerald Saint Amand**

IN THE TOWN COUNCIL

_____, 2016 First Reading, _____ _____
accepted rejected

_____, 2016 Second Reading_____ _____
adopted rejected

_____
Town Clerk

APPROVED: _____, 2016

CHAIRMAN: _____

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Internal Use Only
TEDOCS #: _____
CT#: _____
CSN#: _____

STATE OF MAINE DEPARTMENT OF TRANSPORTATION
MUNICIPAL PARTNERSHIP AGREEMENT

WIN 21926.06

REGARDING

Clinton Avenue, Winslow Maine

This Cooperative Agreement (AGREEMENT) is entered into by and between the MAINE DEPARTMENT OF TRANSPORTATION ("MaineDOT"), an agency of state government with its principal administrative offices located on Child Street, Augusta, Maine, and the city of Winslow ("MUNICIPALITY"), a municipality in the State of Maine with offices located at 114 Benton Ave, Winslow, 04901-6898, ME.

WHEREAS,
Winslow shall perform a reconstruction project on Clinton Ave with the length being 0.12 miles from route 100/137/201 to Monument Street. The work will consist of a excavation and new gravel, new drainage, new sidewalks and paving. Municipality estimates this project at $500,000.

MUNICIPALITY SHALL:

A. Shall procure all contracts for and oversee the Project on Clinton Ave for the Work outlined above.

B. Cause such Work to be performed in accordance with a design by an engineer licensed in the State of Maine. The Licensed Engineer shall provide a certification to the Municipality and to MaineDOT that, in his/her professional opinion, the Project as designed will provide a smooth ride, not reduce the safety, mobility or structural quality of the state [state aid] road. All design documents must be stamped and signed in accordance with this provision by the Professional Engineer.

C. Agree to secure all necessary Federal, State and Local permits necessary to complete the Work. Winslow also agrees to secure any needed property rights in accordance with all applicable State and Federal Law.

D. Agrees that any exceptions to State Design Standards shall be documented as part of this process. This documentation shall compare the new design to the existing conditions for each of the exceptions to current design standards. Any such exceptions shall be displayed on the cover sheet for the Project plans with the signature and PE stamp of the engineer responsible for the design of the Project.

E. Be responsible, within the Project limits, for the following:

   a. Ensuring that the safety of the corridor and the life of the resulting structural and design elements are equal to or better than existing conditions and design;

   b. Ensuring that the structures, roadways and/or design features affected by the Project work shall, at a minimum, be of equal dimensions to the existing features or structures and shall be of improved quality in terms of materials and utility;

   c. Ensuring that the Project does not introduce any unanticipated safety hazards to the traveling public;

   d. Ensuring that the Project retains the same level of mobility or improves mobility of travel within the corridor;

   e. Ensuring that the Project does not in any manner decrease the life expectancy of this component of Maine's transportation system; and,

   f. Ensuring that the Project meets the most recent Americans with Disabilities Act of 1990 (ADA) design requirements.

F. Provide certification through their Engineer to MaineDOT that the Project is complete and was constructed as designed.

G. Ensure that construction shall commence within eighteen (18) months and shall be certified complete within twenty (36) months of execution of this agreement. Winslow may forfeit the unpaid balance of this grant if these deadlines are not met or they can not demonstrate earnest and good faith efforts to meet them.

H. Be responsible for or cause its contractors to be responsible for all damage to public or private property of any kind resulting from any act, omission, neglect or misconduct of Winslow or its contractors, including damage to vehicles passing through the Project limits.

I. Bear all risk of loss relating to the Project and the Work regardless of cause.

MAINEDOT SHALL:

A. **Provide a maximum $250,000 in State funds supporting the Work stated above.** Reimbursement will be made by the Department at a minimum of 1/3 project completion upon receipt of supporting cost documentation from the Municipality. Payments will be made per Appendix A attached. The Department's Region Engineer shall review the costs and certify their eligibility prior to reimbursement of Municipal Partnership Initiative Funds. Payment by MaineDOT Municipal Partnership Initiative funds shall not exceed **$250,000.00** or 50% of the actual costs incurred and paid by the Municipality.

Winslow and MaineDOT agree to function within all applicable laws, statutes, regulations, and AGREEMENT provisions; avoid hindering each other's performance; fulfill all obligations diligently; and cooperate in achievement of the intent of this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT in duplicate effective on the day and date last signed.

City of Winslow

Dated: _____

By: _____
Michael Heavener
Town Manager

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

Dated: _____

By: _____
David Bernhardt, PE
Commissioner

APPENDIX A

PROJECT SCOPE AND COST SHARING

MAINE DEPARTMENT OF TRANSPORTATION

Municipal Partnership Initiative Project

MUNICIPALITY OF Winslow

PROPOSED IMPROVEMENTS TO: Clinton Ave

STATE PROJECT IDENTIFICATION NUMBER (WIN) 21926.06

Project Scope: Full Reconstruction with excavation and gravel, new closed drainage, new sidewalks and paving, ADA upgrades as necessary and safety improvements.

Funding Outline: The Total Project Estimated Cost is $500,000 and the Parties agree to share costs through all stages of the Project under the terms outlined below.

Work Element	Municipal Share		State Share		Total Cost
	%	$	%	$	$
Project Costs	50	$250,000	50	$250,000	$500,000.00
PROJECT SHARES		$250,000		$250,000	$500,000.00
Total Cost of Additional Work above agreement estimate	100%	0.00			
TOTAL ESTIMATED MUNICIPAL REIMBURSEMENT		**$250,000**			

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. 12-2016**

AN ORDER
Providing for: Authorization for the Town Manager to enter into a Five (5) Year Solid Waste Disposal Agreement with Waste Management Disposal Services of Maine, Inc. (WM).

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

WHEREAS, The Town will be in need of an agreement to dispose of its solid waste when its contract with PERC expires in 2018; and

WHEREAS, WM owns and operates a waste disposal site in Norridgewock, Maine; and

WHEREAS, the attached agreement with WM has been prepared; now, therefore

BE IT ORDERED by the Town Council of the Town of Winslow that the Town Manager is hereby authorized to enter into a Five (5) Year Solid Waste Disposal Agreement with Waste Management Disposal Services of Maine, Inc.

SPONSORED BY: **Gerald Saint Amand**

IN THE TOWN COUNCIL

_____, 2016 First Reading, _____ _____
accepted rejected

_____, 2016 Second Reading_____ _____
adopted rejected

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Town Clerk

APPROVED: _____, 2016

CHAIRMAN: _____

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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. 16-2016**

A RESOLUTION
Providing for: Authorization for the Town Manager to accept a Donation from Margaret and Larry Veilleux to benefit the Winslow Police Department.

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

> **WHEREAS,** Margaret and Larry Veilleux have made a donation to the Police Department in the amount of $50.00 for their appreciation (see attached); and
>
> **WHEREAS,** the Police Chief would like to have the donation applied to the Police Department's Clothing Allowance line item; now, therefore

BE IT RESOLVED by the Town Council of the Town of Winslow that the Town Manager is hereby authorized to accept the donation from Margaret and Larry Veilleux in the amount of $50.00; and

BE IT FURTHER RESOLVED that the donation be applied to the Police Department's Clothing Allowance line item.

SPONSORED BY: **Gerald Saint Amand**

IN THE TOWN COUNCIL

_____, 2016 First and Only Reading, _____ _____
adopted rejected

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Town Clerk

APPROVED: _____, 2016

CHAIRMAN: _____

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WE WOULD LIKE TO THANK THE WINSLOW POLICE DEPT. &, ESPECIALLY, THE TWO OFFICERS WHO RESPONDED TO THE 911 CALL OUR NEIGHBOR MADE ON MAY 23RD SHE CALLED WHEN SHE WITNESSED OUR DISTRESS WHEN OUR BELOVED BOXER, MILLIE, DROWNED IN OUR SWIMMING POOL.

WE TRIED TO REVIVE HER, WITH NO SUCCESS. WHEN YOUR OFFICERS ARRIVED, THEY WENT TO WORK IMMEDIATELY. OFFICER JOSH VEILLEUX ADMINISTERED CHEST COMPRESSIONS & KEPT IT UP EVEN AFTER THE RESCUE UNIT ARRIVED & BEGAN TO ADMINISTER OXYGEN. HE TRIED SO HARD TO BRING HER BACK TO US — WE WILL NEVER FORGET HIS TREMENDOUS EFFORT!

WE HOPE YOU WILL ACCEPT THIS CHECK AS A SMALL TOKEN OF OUR APPRECIATION FOR THE KINDNESS & COMPASSION SHOWN TO US BY YOUR OFFICERS.

SINCERELY,

MARGARET & LARRY VEILLEUX
3 GOODRICH LN.
WINSLOW, ME 04901

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. 17-2016**

A RESOLUTION

Providing for: Approval of the attached 2015–2016 Certificate of Sewer Commitment of Sewer User Rates.

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

WHEREAS, the Town of Winslow is required to file a Sewer Commitment; and

WHEREAS, the commitment total is $76,046.06; now, therefore

BE IT RESOLVED by the Town Council that the Town Council Approves of the attached 2015-2016 Certificate of Sewer Commitment of Sewer User Rates totaling $76,046.06.

SPONSORED BY: **Gerald Saint Amand**

IN THE TOWN COUNCIL

_____, 2016 One Reading, _____ _____
adopted rejected

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Town Clerk

APPROVED: _____, 2016

CHAIRMAN: _____

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