TOWN OF WINSLOW, MAINE
REGULAR COUNCIL MEETING
& PUBLIC HEARING
May 12, 2014
7:00 p.m.

PUBLIC HEARING

1. Ordinance No. 4-2014: Providing for an Amendment to Chapter 2 of the Winslow Ordinances by adding the Agricultural Commission Charter.

2. Order No. 2-2014: Providing for Approval of the Town of Winslow 2014-2015 Fiscal Budget Series in the amount of $21,284,338 and to Establish a Tax Due Date and Interest Rate on Taxes Remaining Unpaid.

REGULAR COUNCIL MEETING

1. Roll Call
2. Recite the Pledge of Allegiance
3. Approval of Minutes of Previous Meetings (April 14)
4. Appointments
   - Appoint William Boucher as Kennebec Water District Trustee to complete Carl Allen's term.
   - Appoint James Byrne as a Cemetery Trustee for a 6-year term.
   - Appoint Caleb Albert to complete James Veilleux's term on the Planning Board.
5. Communications
   a. Legislative Report
   b. Other
6. 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

1. Ordinance No. 4-2014: Providing for an Amendment to Chapter 2 of the Winslow Ordinances by adding the Agricultural Commission Charter. (Second Reading) Sponsored by Gerald Saint Amand.

2. Order No. 1-2014: Providing for a Request for Bids for the Sale of Town Owned Property. (Second Reading) Sponsored by Gerald Saint Amand.

3. Order No. 2-2014: Providing for Approval of the Town of Winslow 2014-2015 Fiscal Budget Series in the amount of $21,284,338 and to Establish a Tax Due Date and Interest Rate on Taxes Remaining Unpaid. (Second Reading) Sponsored by Gerald Saint Amand.

NEW BUSINESS:

1. Ordinance No. 6-2014: An Amendment to Chapter 2 of the Winslow Ordinances, Article 18, Excise Tax. (First Reading) Sponsored by Ray Caron.

2. Order No. 4-2014: Providing for The Expenditure of Funds from the Capital Improvement Fund. (First Reading) Sponsored by Gerald Saint Amand.

3. Order No. 5-2014: Providing for Authorization for the Town Manager to enter into a Two-Year PSAP Call Handling Agreement with the Somerset County Communications Center. (First Reading) Sponsored by Gerald Saint Amand.

4. Resolution No. 13-2014: Providing for an Assignment of the Franchise and the Cable System to Comcast Corporation. (One Reading) Sponsored by Gerald Saint Amand.

5. Resolution No. 14-2013: Providing for the Acceptance of Forfeiture Assets Obtained by the Kennebec County District Attorney's Office. (One Reading) Sponsored by Gerald Saint Amand.

ADJOURN COUNCIL MEETING

Town Manager's Report to the Town Council

Submitted by:
Michael W. Heavener
May 6, 2014

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

FY2015 School Budget Amendment

After the first reading of the FY2015 Municipal Budget Order (No. 2-2014) the School Department was informed that they would be receiving $11,315 less in State Aid to Education. In response, the School Department amended their budget and are now intending to use their surplus to cover the $11,315 revenue shortfall.

In the Council packet is an amended School Budget that reflects the intended use of surplus to cover the revenue shortfall. The FY2015 Budget Order remains unchanged.

Electricity Rates Expected to Increase

As you know, we have an Electricity Supply agreement with Maine Power Options. Attached to this report is information I have received from Maine Power Options regarding expected increases in electricity prices of approximately 44%. The primary cause of the price increase can be attributed to increases in the capacity costs for transport of natural gas to our region.

Our agreement with Maine Power Options expires on June 30th and they plan to provide us with some renewal options very soon. If we experience a 44% increase in electricity costs then our proposed FY2015 budget could have a deficit of approximately $12,000 in budgeted electricity costs.

Excise Tax Exemption Ordinance

In the Council packet is Ordinance No. 6-2014, which if approved would exempt qualifying Winslow residents serving in the military from paying their vehicle excise tax. The state law authorizing this exemption took effect on January 1, 2012

PSAP Call Handling Agreement

Our PSAP call handling agreement with the Somerset County Communication Center will expire on June 30th. In the Council packet is Order No. 5-2014, which if approved will authorize me to renew the agreement for two more years. For the first year of the agreement our costs will remain the same. Our costs will increase by 5% or $467.64 in the second year of the agreement.

Comcast to Acquire Time Warner

As you may already know, Comcast is acquiring Time Warner Cable. In the Council packet is Resolution No. 13-2014, which if approved will give our consent to the transaction as a Franchise Authority.

Proposed NG Pipeline TIF Projects

Attached to this report is a list of possible TIF projects associated with the proposed NG Pipeline TIF District. I am planning to work on the development of this proposed TIF district so that the Town Council may begin acting on the district at the June 9th Town Council meeting.

If anyone has some additional suggestions for TIF projects please let me know so I can incorporate them into the TIF application to be reviewed and approved by the Town Council.

Promotional Videos

I am working with CGI Communications, Fairfield and Oakland to produce brief promotional videos of our region. The videos will be incorporated into our websites and funded through business sponsorships. There is no cost to us for this project.

Urgent: Message Tue, Apr 29, 2014 12:02 PM

From: "Jonathan R. Youde" <jry@mainepoweroptions.org>

To: **Michael Heavener**

Cc: "Kelley P. Wheeler" <kpw@mainepoweroptions.org>

Subject: MPO- Winslow Electricity Contract review

Attachments: Winslow contract review.xls / Uploaded File (247K)

Mike,

I hope all is well with you and with the Town of Winslow.

The Town had entered into an Electricity agreement for all of the Town's accounts through the Maine PowerOptions program (thank you for your support) in June 2012, by way of looking back the contract was very successful for the Town. The Town contracted 31 accounts for a fixed rate of 5.77c/kwh ($0.0577/kwh) for a two year term, that term will end when the meter is read in June 2014.

The contract was set up in June 2012 was at the rate of 5.77c/kwh and was fixed for the duration, as we look back we can see that if all of these accounts had been on standard offer for this period expense for the Town would have been $95,624. Because the accounts were on a fixed rate the costs were reduced and expense over the period was $78,690, net benefit to Winslow was reduction in expense of almost $17,000.

Looking ahead we have seen many price increases, small standard offer is now 7.57c/kwh (to end of February 2015) and likely to increase by 10-15% in March 2015. Current short term rates are providing pricing a little below standard offer (in the 7.3c/kwh range but does depend on volume and related) but one and two year rates are higher with the only relief in pricing occurring in the 2016-2017 time frame. Looking at medium supply expense we can see on standard offer that for the monthly rate in January we have seen a 33% increase from January 2013 to January 2014 and a 44% increase from January 14 to January 15.

The increases in price are almost all attributed to increases in the capacity costs for transport of Natural Gas to our region, since these are all heating related winter costs for Natural Gas see the maximum impact. Because much of our Electricity generation in New England is derived from Natural Gas (a times over 60%), if Natural Gas prices increase then Electricity prices also increase. We are coming out of a long cold winter (slowly) and stocks for Natural Gas are lower than in past ten years, prices will reflect a relative shortage of supply until production can ramp up to soften the relative storage shortfall. When demand drops of for heating we can see consistent build of supplies and with that pricing will dip.

I am looking to provide you with pricing soon this will give a good benchmark on the best options. So far this year we have seen low (given the times we are in) pricing for short term contracts (up to 6 months) and high pricing in the 12, 24 month periods, pricing out to 2017 shows next best options after short term price.

I have attached a spreadsheet with past usage, capacity values and in depth usage by account, please

review the account list, if there are new accounts or accounts scheduled to close please let me know and we can edit the list for pricing. There are a couple of important issues with the accounts, the medium accounts (4) will see a variable rate on standard offer peaking in winter at 14.4c/kwh, it is important to keep these continuously contracted to avoid having them remain on standard offer. The smaller accounts have no such requirements and we could review pricing by rate class to see if that option is more beneficial to the Town. There is an account on Dean St which has had no usage for past year; by either closing this account or combining with another account the service charges from CMP ($120/year for this account) could be eliminated.

I will be in touch soon with pricing to allow a better guide to future options

Please let me know if you have questions

Thanks

Jon

Jonathan R.Youde
Program Officer
Maine PowerOptions
jry@mainepoweroptions.org

Maine Municipal Bond Bank

Maine POWEROPTIONS™ MAINE ENERGY PURCHASERS CONSORTIUM
A Program of the Maine Municipal Bond Bank and the Maine Health and Higher Educational Facilities Authority

Maine HHEFA MAINE HEALTH AND HIGHER EDUCATIONAL FACILITIES AUTHORITY

Winslow - contract review and options ahead

Winslow has contracted all accounts at a fixed rate since June 2012

Supply expense over past 24 months at the fixed rate of $0.0577/kwh	$78,690.80
If these accounts had been on Standard Offer cost would have been	$95,624.22
Net Benefit to Winslow	$16,933.42

Account Number

Expr1011	AccountName	FlatRate	RateCategoryID	Current Capacity Value	Annual Usage	Current Annual Supply Expense
02210008415011	Winslow, Town of Dean Street	0.0577	Small	0	0	$0.00
02210008857011	Winslow, Town of 114 Benton Avenue, Winslow ME	0.0577	**Medium**	**0.02716**	**139840**	**$8,068.77**
02210009371011	Winslow, Town of, Cor Bay/Clinton and Benton Ave	0.0577	Small	0	2	$0.12
02210009830011	Winslow Town of, Corner of Boston/Clinton Ave	0.0577	Small	0.00004	151	$8.71
02210014971012	Winslow, Town of, Bay St Park	0.0577	Small	0.00147	767	$44.26
02210034180011	Winslow, Town of - S/L	0.0577	Street Light	0	211499	$12,203.49
02210034208011	Winslow, Town of - Strt Lights	0.0577	Street Light	0	2405	$138.77
02210140946011	Winslow, Town of, Halifax St, Winslow Me	0.0577	Medium	0.00079	3064	**$176.79**
02210141441013	Winslow, Town of, Halifax St, (LIbrary)Winslow ME	0.0577	**Medium**	**0.00613**	**44254**	**$2,553.46**
02210142711012	Winslow, Town of,Court St Pump Station	0.0577	Small	0.00007	676	$39.01

02210145009011	Winslow, Town of,Corner Garand/Clinton Ave	0.0577	Small	0.00007	338	$19.50
02210145422011	Winslow, Town of,Dean St Park	0.0577	Small	0.00117	2409	$139.00
02210148468011	Winslow, Town of,Lithgow St (TRF LGHT)	0.0577	Small	0.00029	1287	$74.26
02210152820011	Winslow Town of, Norton St	0.0577	Small	0	2553	$147.31
02210170157011	Winslow, Town of, Jewel Ln Pmp, Winslow ME	0.0577	**Medium**	**0.00971**	**138760**	**$8,006.45**
02210170213011	Winslow, Town of,Augusta Rd PMP	0.0577	Small	0.00026	1697	$97.92
02210170388011	Winslow, Town of,Augusta Rd	0.0577	Small	0.00018	1363	$78.65
02210179112011	Winslow, Town of,China Rd	0.0577	Small	0.00205	11059	$638.10
02210182647011	Winslow, Town of,Heywood Rd	0.0577	Small	0	91	$5.25
02210183142011	Winslow, Town of,Clinton Ave	0.0577	Small	0.00033	5215	$300.91
02210184745011	Winslow, Town of,114 Benton Ave	0.0577	Small	0.00196	19647	$1,133.63
02210184868012	Winslow, Town of,Dixon Ter PMP	0.0577	Small	0.00004	324	$18.69
02210366215001	Winslow, Town of,Cushman Rd	0.0577	Small	0.00033	1558	$89.90
02210366220002	Winslow, Town of Augusta Rd, Winslow	0.0577	Small	0.0004	1792	$103.40
02210375764001	Winslow, Town of,Lithgow St,Winslow	0.0577	Small	0.00025	1153	$66.53
02210391096001	Winslow Town of Halifax St Shed Slt	0.0577	Small	0.00012	887	$51.18
02210410058001	Winslow Town of, Dunbar Rd	0.0577	Small	0.00032	2211	$127.57
02210416284001	Winslow Town of Lithgow MH-Bee's St	0.0577	Small	0.00003	267	$15.41
02210417356001	Winslow Town of Bay St (Bridge Lgt)	0.0577	Small	0.00102	5026	$290.00
02210429808001	Winslow Town of 135 Halifax St pvt urd	0.0577	**Medium**	**0.01031**		**$0.00**
02210430703001	Winslow Town of, 135 Halifax St	0.0577	Small	0.00002	331	$19.10

Review of pricing ahead

Standard Offer in January 2012 for a medium account was	$0.07665/kwh	
Standard Offer in January 2013 for a medium account was	$0.1015/kwh	a 33% increase
Standard Offer in January 2014 for a medium account will be	$0.14596/kwh	a 44% increase

Natural Gas 'basis' costs are the reason for the increase, an increase in pipeline capacity costs has caused a significant increase in electricity costs

- Message Wed, Apr 30, 2014 8:00 AM
- From: "Jonathan R. Youde" <jry@mainepoweroptions.org>
- To: Michael Heavener
- Cc: "Kelley P. Wheeler" <kpw@mainepoweroptions.org>
- Subject: RE: MPO- Winslow Electricity Contract review

Mike,

The article below from the Wall Street Journal on April 27th places some perspective on why Electricity prices have soared, the direct relationship of Natural Gas to Electricity pricing in New England is exacerbated when our pipeline system to distribute Natural Gas lacks the capacity to meet demand when cold weather impacts our region.

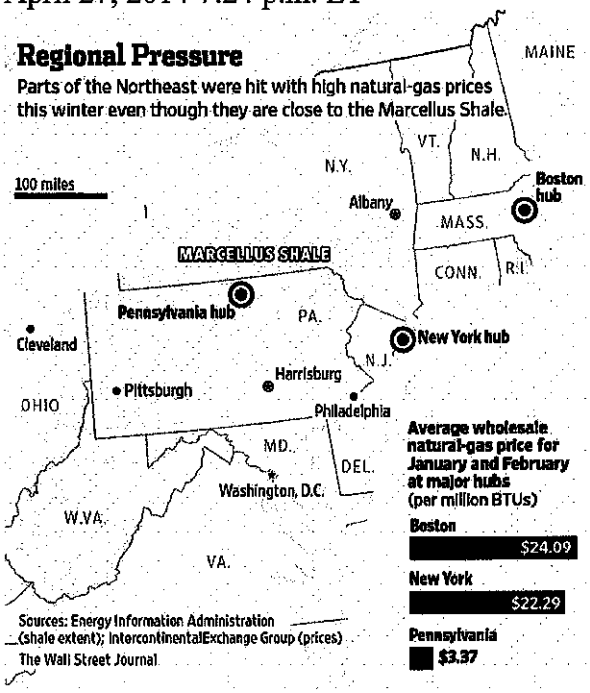
In the graphic below you can see that one of the major shale gas hubs is Pennsylvania (the source) and sadly most of the larger pipelines move Natural Gas to industrial Midwest and to our South. The pricing below for Natural Gas shows us at the end of the pipeline paying a premium for the capacity cost; often called 'basis'. In Pennsylvania that price was $3.37/mmbtu and reflected a negative 'basis' value, to the north New York paid a premium of about $18/mmbtu for basis and we paid the most at almost $20/mmbtu. All of this increase almost directly affects price for Electricity, specifically noted in the recent standard offer bid price showing price of Electricity in January 15 at $14.45c/kwh.

Hoping you find this information useful

Why Marcellus Shale Gas Doesn't Get to New England

Impasse Over Expanding Gas Pipelines Sends Heating and Electricity Prices to a Record

- By
Alison Sider
connect
April 27, 2014 7:24 p.m. ET



Nearly 15 million people in New England live within driving distance of America's biggest natural-gas field, yet heating and electricity prices reached a record for the region this winter.

As states stretching from Massachusetts to Maine thaw out from bitter cold, questions linger about why New England hasn't benefited from the energy boom in the nearby Marcellus Shale.

The short answer is not enough pipelines. And the reason is an impasse between pipeline operators and power plants over how to pay for new capacity.

The problem is that pipeline operators want long-term contracts in place before they spend the hundreds of millions of dollars necessary to build a new pipeline or expand an existing one.

But power companies, which buy gas to fuel generators on a need-to-have-it basis, work on a different timetable. Independent power-plant operators must supply electricity to utilities at the lowest cost possible, and utilities are restricted in the extent to which they can pass on costs to customers.

The result is that the power industry long has been wary of getting locked in to long-term contracts with higher prices than necessary. Regulators are proposing a tax to bridge the gap.

"Pipelines don't get built on speculation," said Don Santa, president of the Interstate Natural Gas Alliance of America, which represents pipeline companies.

Power plants typically buy gas that remains once heating customers' needs are met. That usually is a workable strategy but not when the mercury plummets and gas demand soars. At one point in January, New England couldn't get the natural gas for electricity that it needed or couldn't get it at the right price. Nearly 75% of the region's gas-burning power plants sat idle. Plants that burn oil or expensive jet fuel were used to keep the lights on.

New England gas prices rose to a record above $90 per million British thermal units in January, according to IntercontinentalExchange Group Inc. Boston's wholesale gas price averaged $24.09 per million BTUs for January and February, compared with just $3.37 in Pennsylvania. Even frigid Chicago paid less than half what Boston did, averaging $10.79 per million BTUs.

New England's pipes are so strained that the area would need 1 billion to 2 billion cubic feet of additional capacity to prevent price spikes during peak demand, regulators and consulting firms said.

Some new gas lines are on the drawing board, but expansion plans are far from complete.

Spectra Energy Corp. SE -0.31% three years ago proposed adding 1 billion cubic feet a day of capacity to send more gas from Appalachia to New England. But power plants didn't sign up for space, and Spectra dialed back the added capacity to around 340 million cubic feet a day. The project won't be completed until the end of 2016.

"We can't move as much as the market would like to see," said Spectra Vice President Richard Kruse. "We certainly had hoped that the electric market would step up, but we understand why they didn't."

The demand crunch will be compounded as New England's coal-burning power plants close. In 2000 only 15% of the electricity used in Connecticut, Massachusetts, Vermont, New Hampshire, Rhode Island and Maine came from natural gas. That has increased to nearly 50% as coal and fuel-oil plants have been phased out to meet tighter clean-air regulations.

The disconnect between pipelines and power plants has become a costly standoff for consumers, said Gordon van Welie, chief executive of ISO-New England, which runs the region's wholesale electricity markets. "We've lived with this problem for 10 years, and it's been getting steadily worse," he said. Without new capacity to move gas, the region's prices will only climb, and the power grid could become unreliable, ISO-New England said.

To break the logjam, the New England States Committee on Electricity, whose members are appointed by the region's six governors, wants a tax to fund pipeline construction. The tariff would be levied on power companies and ultimately passed on to consumers. Estimates haven't been released on how much consumers would have to pay.

Pipeline operators generally support the tariff proposal. A spokesman for Kinder Morgan Energy Partners KMP -0.47% LP expressed hope that the tax would bridge the funding gap. The company is moving forward with a plan to add 1 billion cubic feet a day of gas capacity to its line that sends Marcellus Shale gas to New England.

The New England Ratepayers Association said a diverse supply, including coal, was the way to temper prices. "We love natural gas, but I don't think building capacity to 60% or 70% of the region's power-generating capacity is a good idea," said association President Marc Brown.

Some New England utilities said recently that they would be willing to sign long-term contracts with pipelines if they could be ensured a way to recoup the cost.

France's GDF Suez SA, GSZ.FR -0.42% which has 1,400 megawatts of natural-gas-fired generation in New England, said the solution isn't to flood the region with more gas it rarely needs but to better coordinate natural-gas supply and electricity demand.

Public funding for a massive pipeline-building program, said GDF executive Frank Katulak, is like "trying to kill a cockroach with a sledgehammer."

—Nicole Friedman contributed to this article.

Write to Alison Sider at alison.sider@wsj.com

Best regards,

Jon

Jonathan R.Youde
Program Officer
Maine PowerOptions
HYPERLINK "mailto:jry@mainepoweroptions.org"jry@mainepoweroptions.org__

Proposed TIF Projects for Winslow's NG Pipeline District

Inside District

1. Sidewalks – Town will implement a multi-year plan to expand and maintain urban and rural pedestrian corridors.
2. Professional Costs - Procurement of engineers, architects, planners, consultants, or attorneys, as needed, to facilitate implementation of the Development Program.
3. Administration – Costs associated with time spent by municipal employees in connection with administration of the Development Program and Credit Enhancement Agreement.

Outside District (Related)

4. Road and Sidewalk Repair – Repair, replace and improve roads and sidewalks that are outside of the TIF District but that have been degraded with a resulting diminished useful life due to pipeline installation.
5. Public Safety Training Facility and Equipment – Town intends to partner with neighboring municipalities to build a training facility located in the Town of Fairfield for crews to practice fighting gas fires and other potential emergencies scenarios related to the natural gas pipeline.
6. Fire Department Facility Improvements and Renovations – Town intends to make needed improvements and renovations to the existing Fire Department Facility.
7. Municipal Industrial Park Improvements – Projects include upgrades and improvements to the town's industrial park.

Outside District (Unrelated)

8. General Economic Development / Business Attraction / Marketing – Costs, including municipal staff salaries, associated with municipal economic development activities including but not limited to developing a Town Economic Development Plan, consultant and advertising agency fees, administrative costs, and implementation costs such as marketing and promotional efforts (e,g., electronic media such as television, radio and internet, trade shows, print advertising, and other related activities). Any municipal web site development will be limited to economic development and business support and assistance information.
9. Revolving Loan / Grant / Investment Program – To assist businesses with energy costs, conversions and conservation and general business assistance. These funds will pay for program management or business incentives. **No moneys will be used for residential properties.**
10. Recreational Trails – Town will implement a multi-year plan to expand and maintain recreational trails as an urban and rural pedestrian corridor.

TOWN OF WINSLOW, MAINE

(207) 872-2776 Phone
(207) 872-1999 Fax
www.winslow-me.gov
114 Benton Avenue
Winslow, ME 04901

TOWN COUNCIL **ORDINANCE NO. 6-2014**

AN ORDINANCE

Providing for: An Amendment to Chapter 2 of the Winslow Ordinances, Article 18, Excise Tax.

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

WHEREAS, the Town of Winslow does not have a written procedure for Excise Tax Exemptions; and

WHEREAS, the creation of an ordinance will govern certain procedures; now, therefore

BE IT ORDAINED by the Town Council of the Town of Winslow, Maine, that Chapter 2 of the Winslow Ordinances be amended to include **Excise Tax Exemptions for Winslow Residents serving in the military.**

BE IT FURTHER ORDAINED by the Town Council of the Town of Winslow, Maine, that **Excise Tax Exemptions be incorporated into Chapter 2, Article 18: Excise Tax.**

SPONSORED BY: RAY CARON

IN THE TOWN COUNCIL

_____, 2014 First Reading, _____ _____
accepted rejected

_____, 2014 Second Reading, _____ _____
adopted rejected

_____
Town Clerk

APPROVED: _____, 2014

CHAIRMAN: _____

_____ _____

_____ _____

_____ _____

ARTICLE 18
EXCISE TAX

Sec. 2-82. Authority

This ordinance is enacted pursuant to 36 M.R.S.A. § 483A, which expressly authorizes such ordinances.

Sec. 2-83. Excise Tax Exemptions and Qualifications

Vehicles owned by a resident of this municipality who is on active duty serving in the United States Armed Forces and who is either permanently stationed at a military or naval post, station or base outside this State or deployed for military service for a period of more than 180 days and who desires to register that resident's vehicle(s) in this State are hereby exempted from the annual excise tax imposed pursuant to 36 M.R.S.A. §1482.

To apply for this exemption, the resident must present to the municipal excise tax collector certification from the commander of the resident's post, station or base, or from the commander's designated agent, that the resident is permanently stationed at that post, station or base or is deployed for military service for a period of more than 180 days.

For purposes of this section, "United States Armed Forces" includes the National Guard and the Reserves of the United States Armed Forces.

For purposes of this section, "deployed for military service" has the same meaning as in 36 M.R.S.A. §814(1)(A).

For purposes of this section, "vehicle" has the same meaning as in 36 M.R.S.A §1481(5) and does not include any snowmobiles as defined in 12 M.R.S.A §13001.

Sec. 2-84. Effective Date and Duration

This Ordinance shall take effect on April 1, 2014. Any qualifying resident may receive reimbursement of excise tax paid on or after April 1, 2014.

(Ord No. 6-2014)

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. 4-2014**

AN ORDER
Providing for: The Expenditure of Funds From the Capital Improvement Fund.

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

WHEREAS, the Town of Winslow has adopted a Capital Improvement Plan that includes a Capital Improvement Fund to finance the Capital Improvement Plan as outlined in the Town Charter; and

WHEREAS, the Town Council authorizes expenditures from the Capital Improvement Fund in accordance with the Capital Improvement Plan; and

WHEREAS, the expenditures that are recommended below are those that have been proposed by the Department Heads and approved by the Town Manager; now, therefore,

BE IT ORDERED by the Town Council of the Town of Winslow that the Town Manager is hereby authorized to expend or set aside the following listed expenditures from the Capital Improvement Fund:

2014/2015 Capital Improvements

Administration		
	Municipal Building	93,250.00
	Industrial Building	25,500.00
Assessing		
	Technology	5,000.00
Library		
	Building Needs	53,200.00
Police Department		
	Police Vehicles	35,700.00
Fire Department		
	Fire Truck	50,000.00
	Equipment	37,000.00
	Fire Rescue Vehicle	4,000.00
	Renovations	7,500.00
Public Works		
	Street & Roads	200,000.00
	Public Works Equipment	100,000.00
	Town Garage	5,000.00
	Storm Drains	38,000.00
Sanitation Dept.		
	Equipment	20,000.00

Recreation Department		
	Recreation Development	17,000.00
	Recreation Equipment	10,000.00
	Sports Track	3,000.00
Fort Halifax Park		
	Park Upgrades	10,000.00
TOTAL CAPITAL IMPROVEMENTS		**$714,150.00**

BE IT FURTHER ORDERED that if for any reason that any balance remains unexpended at the completion of the projects, said balances shall be returned to the Capital Improvement Fund; and

BE IT FURTHER ORDERED that this order becomes effective on July 1, 2014; and

BE IT FURTHER ORDERED that with the exception of the Street and Road construction any single Capital Improvement with a cost of twenty thousand dollars ($20,000.00) or more will be brought before the Town Council for its approval.

SPONSORED BY: **Gerald Saint Amand**

IN THE TOWN COUNCIL

_____, 2014 First Reading, _____ _____
accepted rejected

_____, 2014 Second Reading, _____ _____
adopted rejected

_____
Town Clerk

APPROVED: _____, 2014

CHAIRMAN: _____

_____ _____

_____ _____

_____ _____

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. 5-2014**

AN ORDER
Providing for: Authorization for the Town Manager to enter into a Two-Year PSAP Call Handling Agreement with the Somerset County Communications Center.

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

WHEREAS, The Town is in need of formalizing an agreement with a Public Safety Answering Point (PSAP) that can answer all of the Town's 9-1-1 calls and can then transfer those calls to the Waterville Regional Communications Center; and

WHEREAS, The Somerset County Communications Center has been providing the required PSAP service to the town at a reasonable cost; and

WHEREAS, the agreement has been drawn; 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 Two-Year PSAP Call Handling Agreement with the Somerset County Communications Center.

SPONSORED BY: **Gerald Saint Amand**

IN THE TOWN COUNCIL

_____, 2014 First Reading, _____ _____
accepted rejected

_____, 2014 Second Reading_____ _____
adopted rejected

_____
Town Clerk

APPROVED: _____, 2014

CHAIRMAN: _____

_____ _____

_____ _____

_____ _____

SOMERSET COUNTY COMMUNICATIONS CENTER

8 County Drive
Skowhegan, Maine 04976

Phone: 207-474-6386
Fax: 207-474-0879
www.SomersetCounty-ME.org

Michael T. Smith – Director
Email: mike.smith@somersetcounty-me.org

April 7, 2014

Town of Winslow
114 Benton Avenue
Winslow, ME 04901-6898

Good Morning,

Enclosed you will find two (2) copies of the FY15/FY16 Public Safety Answering Point (PSAP) contract between Somerset County Communications and your Municipality. The contract has been modified to establish a 2 year contract period in place of the 1 year contract that we have historically signed. We have held the same per capita rate in the first year of the contract, but have increased the rate by 5% in the second year. This will allow you to plan in advance of your budget process what the cost will be for the contract year of July 1, 2015 thru June 30, 2016. This is the first increase since 2010 and results in between a $.06 and $.10 increase per capita, dependent on the level of service provided, in the second year of the contract. The rates for service are based on the 2010 Census numbers for population.

I have signed both copies of the contract. Please sign one (1) copy of the contract and return to me in the self-addressed envelope.

I look forward to another very successful year in providing 9-1-1 services to the residents and visitors to your Municipality.

If you have any questions, please contact me at 474-6386.

Sincerely,

Michael Smith, Director
Somerset County Regional Communications Center
8 County Drive
Skowhegan, ME 04976

Somerset County Commissioners:

Commissioner District #1
Philip Roy

Commissioner District #2
Robert A. Dunphy, Chair

Commissioner District #3
Robin Frost

Commissioner District #4
Lynda N. Quinn

Commissioner District #5
Lloyd Trafton

STATE OF MAINE

Somerset County Courthouse
Dawn DiBlasi, County Administrator
41 Court Street
Skowhegan, Maine 04976
Telephone: (207)474-9861
Fax: (207)474-7405
Email: ddiblasi@somersetcounty-ME.org

PSAP Call Handling Agreement

Somerset County PSAP Transfer to Waterville Regional Communications Center
for the Town of Winslow

This agreement made this _____day of _____, 2014, by and between the Somerset County Commissioners, hereinafter referred to as "Owner" and the Town of Winslow, hereinafter referred to as the "Town," and collectively known as the "Parties", for the purposes of PSAP call handling services.

WHEREAS, the installation of the Enhanced 9-1-1 telephone system will provide one common number to call to receive public safety assistance and is intended to assure the caller that his/her request for assistance will be answered and that the appropriate agency will be notified as a result of dialing 9-1-1; and

WHEREAS, the parties desire to formalize an arrangement whereby 9-1-1 calls are properly routed; and

WHEREAS, the parties desire to set forth in writing the terms and conditions of said arrangements for call handling;

NOW THEREFORE, the parties agree as follows:

1. It is the purpose of this agreement to establish call-handling procedures for 9-1-1 calls taken at the PSAP that must be transferred to the Town of Winslow's Dispatch-Only-Agency, hereinafter known as the Waterville Regional Communication Center, the "WRCC," to assure that proper assistance will be rendered to a 9-1-1 caller.

2. Definitions:
   PSAP – Public Safety Answering Point as defined by the Emergency Services Communications Bureau.

   Dispatch-Only-Agency – An entity, either public or private, which is duly authorized to dispatch emergency services within a designated area.

Relayed Transfer Method – A process by whereby the telephone answerer receives the call, takes the information from the caller and thereafter transfers essential information to the proper emergency responder. In this procedure, the caller does not speak to the emergency responder.

3. The services provided as a result of this agreement are considered services to the general public and this agreement shall not be construed to create an employer-employee, principal-agent or co-partnership relationship between the parties.

4. The cost of operating the PSAP and the WRCC shall remain the responsibilities of the respective agencies, except as outlined in Section 12.

5. This agreement applies to Enhanced 9-1-1 telephone calls that are answered by the PSAP and need to be rerouted to the WRCC.

6. 9-1-1 calls will be handled in accordance with the provisions set forth in the PSAP Call Handling Agreement.

7. TTY calls must be handled using the Relayed Transfer Method. In the event that the address of the location where the emergency services are required cannot be clearly identified, the PSAP receiving the call shall attempt to keep the 9-1-1 callers on the line until the WRCC has identified the caller's location.

8. Being that both parties to this contract are Emergency Medical Dispatch agencies, and that they are both licensed as such with the State of Maine Emergency Medical Services Bureau, the PSAP shall reroute all 9-1-1 medical calls received for the Town of Winslow coverage area to WRCC for Emergency Medical Dispatching. The PSAP does agree to EMD any calls that cannot be immediately transferred to the WRCC for such purposes.

9. Relationship Between the Parties:
In consideration of the mutual services provided herein, both parties agree that nothing contained herein is intended to be or should be construed in any manner as creating or establishing the relationship of co-partners between the partied hereto or as constituting an agency relationship in any manner whatsoever. The individual parties are and shall remain independent entities with respect to all services performed under this agreement. Each party represents that it has, or will secure all its expenses, all personnel required in performing its service obligation under this agreement and that the acts of its employees performing the service under this agreement shall be the acts of the employees of that entity alone. Each entity agrees that in the performance of this mutual service, its employees shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the other entity to this agreement, including, but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability, Worker's Compensation, Unemployment Compensation, or severance pay.

10. Agreement of the Parties:

Both parties entering into this agreement acknowledge that any modifications to this agreement must be by mutual consent, in writing, and will be treated as an amendment to this agreement.

11. Either party hereto may withdraw from this contract. Withdrawal shall be effective Thirty (30) days after receipt of written notice of withdrawal has been received, by certified mail, return receipt requested, by the withdrawing party to the other party of this agreement. If withdrawal is requested after payment, of any year, the per capita payment will not be refunded to the withdrawing agency.

12. Effective July 1, 2014, the County shall bill the Town of Winslow at the rate of $1.25 per capita for the period ending June 30, 2015. Effective July 1, 2015, the County shall bill the Town of Winslow at the rate of $1.31 per capita for the period ending June 30, 2016. The per capita rate will be calculated on the 2010 census showing the Town of Winslow with a population of 7794.

13. This agreement shall be for a term of 24 months and will be renewed upon acceptable negotiations by each agency prior to expiration.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the _____ day of _____, 2014.

Somerset County:

_____
Michael Smith, RCC Director

Town of Winslow:

_____
Town Manager

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. 13-2014**

A RESOLUTION

Providing for: Approval For An Assignment of the Franchise and the Cable System to Comcast Corporation.

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

WHEREAS, Time Warner Cable Northeast LLC ("Franchisee") is the duly authorized holder of a franchise, as amended to date (the "Franchise") authorizing Franchisee to serve the Town of Winslow, ME (the "Franchise Authority") and to operate and maintain a cable television System therein (the "System"); and

WHEREAS, Time Warner Cable Inc. ("Time Warner Cable") is the ultimate parent company of Franchisee; and

WHEREAS, on February 12, 2014, Time Warner Cable, Comcast Corporation ("Comcast") and Tango Acquisition Sub, Inc. ("Tango"), entered into an agreement and Plan of Merger (the "Agreement"), pursuant to which Time Warner Cable will merge with Tango, a wholly-owned subsidiary of Comcast, with Time Warner Cable as the surviving company, and Time Warner Cable will thereby become a wholly-owned subsidiary of Comcast (the "Transaction"); and

WHEREAS, Franchisee now seeks approval of the Transaction and has filed an FCC Form 394 with the Franchise Authority with respect thereto; and

WHEREAS, the Franchise Authority has considered and approves of the Transaction

BE IT RESOLVED by the Town Council of the Town of Winslow that the Town of Winslow, as Franchise Authority:

1. The foregoing recitals are approved and incorporated herein by reference.
2. The Franchise Authority hereby consents to the Transaction.
3. The Franchise Authority confirms that the Franchise is valid and outstanding and in full force and effect and there are no defaults under the Franchise.

Subject to compliance with the terms of this Resolution, all action necessary to approve the transfer of control of the Franchisee to Comcast has been duly and validly taken.

4. Comcast or the Franchisee may (a) assign or transfer its assets, including the Franchise, provided that such assignment or transfer is to an entity directly or indirectly controlling, controlled by or under common control with Comcast; (b) restructure debt or change the ownership interests among existing equity Participants in Comcast; (c) pledge or grant a security interest to any lender(s) of Comcast's asset, including, but not limited to, the Franchise, or of interest in Comcast, for purposes of securing any indebtedness; and (d) sell equity interests in Comcast or any of Comcast's affiliates.

5. Upon closing of the Transaction, the Franchisee shall remain bound by the lawful terms and conditions of the Franchise.

6. This Resolution shall be deemed effective upon adoption.

7. This Resolution shall have the force of a continuing agreement with the Franchisee, and the Franchise Authority shall not amend or otherwise alter this Resolution without the consent of the Franchisee and Comcast.

SPONSORED BY: <u>Gerald Saint Amand</u>

IN THE TOWN COUNCIL

_____, 2014

One Reading, _____ _____
accepted rejected

_____
Town Clerk

APPROVED: _____, 2014

CHAIRMAN: _____

_____ _____

_____ _____

_____ _____

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. 14-2014**

A RESOLUTION
Providing for: The Acceptance of Forfeiture Assets Obtained by the Kennebec County District Attorney's Office.

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

WHEREAS, the State of Maine through Superior Court civil action Docket No. AUGSC-CR-13-1139 has acquired funds that were forfeited by the court; and

WHEREAS, under 15 M.R.S.A § 5824(3) approval must be received from the municipal legislative body before any funds can be transferred back to that municipality; and

WHEREAS, the Town is expected to receive a sum of five hundred and forty five ($545.00) dollars; now, therefore,

BE IT RESOLVED that the Town Council of the Town of Winslow hereby approves the transfer of the Defendant in Rem, or any portion thereof, pursuant to 15 M.R.S.A. § 5824(3) & §5826(6) to the Treasurer of the Town of Winslow for the purpose of use within the Winslow Police Department.

SPONSORED BY: **Gerald Saint Amand**

IN THE TOWN COUNCIL

_____, 2014 One Reading, _____ _____
adopted rejected

_____
Town Clerk

APPROVED: _____, 2014

CHAIRMAN: _____

_____ _____

_____ _____

_____ _____

Maeghan Maloney
District Attorney

Fernand LaRochelle
Deputy District Attorney

KENNEBEC COUNTY COURTHOUSE
95 State Street, Augusta, ME 04330
623-1156 or 623-1157
Fax: 622-5839

SOMERSET COUNTY COURTHOUSE
41 Court Street, Skowhegan, ME 04976
474-2423 or 474-5517
Fax: 474-7407

STATE OF MAINE
OFFICE OF THE DISTRICT ATTORNEY
PROSECUTORIAL DISTRICT IV

April 16, 2014

Mike Heavener, Town Manager
Town of Winslow
114 Benton Avenue
Winslow, Maine 04901

Re: State of Maine v. Lisa Lee
Kennebec County Superior Court Docket No. AUGSC-CR-13-1139
Criminal Forfeiture
Required Vote of City/Town Approval of Transfer of Forfeiture Assets

Dear Mr. Heavener:

Enclosed please find a draft Town of Winslow Approval Form for submission to the Town Council.

Please inform the Town Council that:

A. 15 M.R.S.A. §5824(3) requires that, before any forfeitable item may be transferred to a State Agency, County or Municipality, the legislative body of that entity must publicly vote to accept the item(s) **if subsequently ordered forfeited by the Court**;

B. Under Rules issued by the Department of the Attorney General, a public vote must be made on each forfeiture "approval" and a "continuing resolution" of approval cannot be accepted;

C. As with all forfeitures, an approval of a transfer by the legislative body does not guarantee either that the Defendant(s) *In Rem* will in fact be forfeited or, if forfeited, that the Court will order the item(s) transferred to the approving Department, Agency, County or Municipality. The legislative body's

approval only signifies that, if the Defendant(s) *In Rem* are in fact ordered forfeited and, if the Attorney General and the Court agree to a transfer of all or part of the Defendant(s) *In Rem* to a Department, Agency, County or Municipality based upon the "*substantial contribution*" of that Department, Agency, County or Municipality, then that entity is in fact, willing to accept the Defendant(s) *In Rem* or portions thereof. In order to streamline what is otherwise a cumbersome forfeiture process, it is our practice to seek State, County or Municipal legislative approval in anticipation of the final order of forfeiture. However, final forfeiture is not guaranteed and both the legislative body and the law enforcement agency involved are cautioned that they **should not encumber** funds or property until a Final Order granting them lawful title to the property is delivered to them;

D. Under the provisions of the Forfeiture Statute, if the legislative body fails to approve a transfer in a timely manner, any forfeited items shall be transferred to the State of Maine General Fund.

Assuming your legislative body does grant its approval, kindly see to it that the accompanying form is signed by the appropriate person and is "embossed" with the seal of that legislative body. Then, please return the **original** to me for filing and retain a copy for your records.

My sincere thanks for your attention to this matter. Should you have any questions, please do not hesitate to contact me.

Sincerely yours,

Maeghan Maloney
District Attorney

MM|smf
Enclosure