

**TOWN OF WINSLOW, MAINE
REGULAR COUNCIL MEETING
& PUBLIC HEARING
February 9, 2015
7:00 p.m.**

PUBLIC HEARING

1. Ordinance No. 1-2015: Providing for Revisions to Chapter 11, Article 2 of the Winslow Town Code, titled 'Street Excavations' by adding the underlined language and deleting the strikethrough in the attached section.

REGULAR COUNCIL MEETING

1. Roll Call
2. Recite the Pledge of Allegiance
3. Approval of Minutes of Previous Meeting (January 12).
4. Appointments
 - Appoint Pamela Smiley as Registrar of Voters for a 2-Year term.
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.

TABLED BUSINESS

1. Order No. 7-2014: Providing for the Authorization for the Town Manager to Re-Roof the Fire Department Roof with a fully tapered EPDM Roof at a cost not to exceed \$84,000. (Second Reading) Sponsored by Gerald Saint Amand.
2. Ordinance No. 8-2014: Providing for Adding a new section to the Winslow Zoning Ordinance Chapter 14, Building and Property Maintenance Ordinance. (First Reading) Sponsored by Ben Twitchell.

UNFINISHED BUSINESS

1. Ordinance No. 1-2015: Providing for Revisions to Chapter 11, Article 2 of the Winslow Town Code, titled 'Street Excavations' by adding the underlined language and deleting the strikethrough in the attached section. (Second Reading)

Sponsored by Gerald Saint Amand.

2. Order No. 1-2015: Providing for Authorization for the replacement of Approximately 2,400 feet of Public Sewer Line on the Augusta Road at a cost not to exceed \$400,000. (Second Reading) Sponsored by Gerald Saint Amand.
3. Order No. 2-2015: Providing for Authorization for the Tax Collector to Apply a Tax Payer's Oldest Outstanding Unpaid Tax. (Second Reading) Sponsored by Gerald Saint Amand.

NEW BUSINESS

1. Order No. 3-2015: Providing for Authorization for the Town Council Chair to sign an employment agreement with Michael W. Heavener (hereinafter called the "Manager") to perform the service of Town Manager. (First Reading) Sponsored by Gerald Saint Amand.
2. Resolution No. 4-2015: Providing for Application for a Restaurant (Class I, II, III, IV) Liquor License (Renewal) by Luck Panda Inc d/b/a Lucky Panda, 1 Cushman Road, Unit 2. (One Reading) Sponsored by Gerald Saint Amand.
3. Resolution No. 5-2015: Providing for The Acceptance of Forfeiture Assets Obtained by The Kennebec County District Attorney's Office. (One Reading) Sponsored by Gerald Saint Amand.
4. Resolution No. 6-2015: Providing for Authorization for the Town Manager to sign a Construction Overlimit Permit Agreement with the Maine Department of Transportation. (One Reading) Sponsored by Gerald Saint Amand.
5. Resolution No. 7-2015: Providing for Authorization for the Town Manager to accept a Donation from the Calvert Social Investment Foundation to benefit the Winslow Parks and Recreation Field Hockey Fund. (One Reading) Sponsored by Gerald Saint Amand.
6. Resolution No. 8-2015: Providing for the Use of Confiscated Funds Acquired by the Winslow Police Department. (One Reading) Sponsored by Gerald Saint Amand.

DISCUSSION

- Natural Gas

ADJOURN COUNCIL MEETING



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. 3-2015

AN ORDER

Providing for: Authorization for the Town Council Chair to sign an employment agreement with Michael W. Heavener (hereinafter called the "Manager") to perform the services of Town Manager.

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

WHEREAS, the Winslow Town Council desires to appoint the Manager to serve, and the Council desires to employ the services of the Manager, as Town Manager of the Town of Winslow, as provided in Article IV of the Charter of the Town of Winslow; and

WHEREAS, it is the desire of the Town Council to provide certain benefits, establish certain conditions of employment, and to set working conditions of the Manager; and

WHEREAS, the Manager desires to maintain employment as Town Manager of the Town of Winslow; now, therefore

BE IT ORDERED by the Town Council of the Town of Winslow that the Town Council Chair is hereby authorized to sign the attached employment agreement with Michael W. Heavener to perform the services of Town Manager.

SPONSORED BY: Gerald Saint Amand

IN THE TOWN COUNCIL

_____, 2015

First Reading, _____
accepted rejected

_____, 2015

Second Reading _____
adopted rejected

APPROVED: _____, 2015

Town Clerk

CHAIRMAN: _____

CONTRACT BETWEEN TOWN MANAGER

AND

TOWN OF WINSLOW

This agreement is made this ~~8th~~ _____ day of ~~February~~ _____, ~~2010~~2015, between the **Town of Winslow** hereinafter called the "**Town**" and **Michael W. Heavener**, hereinafter called the "**Town Manager**".

RECITAL:

It is the intent of the **Town** to employ the personal services of **Michael W. Heavener** in the position of **Town Manager** in accordance with the provisions of Article IV, of the Town Charter of the Town of Winslow; and

It is the intent of the **Town** by means of this Agreement to establish the benefits and conditions of employment for **Michael W. Heavener** in his position as **Town Manager**;

NOW THEREFORE, the parties agree as follows:

SECTION 1 - TERM OF EMPLOYMENT

The **Town Manager** shall be employed by the **Town**, commencing ~~February 8~~July 1, ~~2010~~2015, and terminating on June 30, ~~2013~~2018, unless terminated at an earlier date as provided for herein. This employment agreement will be extended for a two year period commencing July 1, ~~2013~~2018, and terminating June 30, ~~2015~~2020, provided the **Town Manager** has successfully met established performance expectations as determined by a formal performance review to be completed prior to April 1, ~~2013~~2018.

SECTION 2 - COMPENSATION

The **Town Manager** shall receive an annual salary in the amount of ~~Seventy-Two Thousand Four Hundred Four Dollars and Eighty Cents~~Seventy Nine Thousand Nine Hundred Thirty Four and Forty Cents (\$~~72,404.80~~79,934.40), beginning on ~~February 8, 2010~~July 1, 2015. Such base salary shall be paid in periodic payments in keeping with the payment schedule of all other Town employees. The **Town Manager's** performance shall be reviewed prior to April 1st of each year of this Agreement. Such review will be undertaken by the Town Council Chair (or the subcommittee of the Council). The **Town Manager** shall receive COLA increases on July 1st of each year of this agreement in the same percentage increases as

provided to other non—union town employees. The **Town Manager** may be provided with additional or further compensation above the base salary as may be voted on by the Town Council from time to time, based upon its annual performance evaluation and review of the **Town Manager**.

SECTION 3 - DUTIES

The **Town** hereby agrees to employ the **Town Manager**, and the **Town Manager** agrees to perform those duties and functions set forth in the Town Charter for the position of **Town Manager**, and to perform any other legally permissible and proper duties and functions as the Town Council shall assign. The **Town Manager** agrees to fulfill his obligation to the **Town** and its citizens by complying with all laws and meeting all legal obligations.

SECTION 4 – CONFLICT OF INTEREST

The **Town Manager** recognizes and hereby agrees that his employment constitutes a full-time position to which the **Town Manager** agrees to devote his full time, attention, effort and endeavor. To this end, the **Town Manager** agrees that he will not accept any other position for which remuneration will be received. Notwithstanding this restriction, the parties understand and agree that there are certain types of compensable positions for which the **Town Manager** may be qualified, and by participating in such a position the participation results in value to the **Town**. In such a situation, the **Town Manager** may be permitted to undertake such outside employment provided the matter is first fully discussed and approved by the Council. Undertaking outside employment for compensation, or failing to receive approval for the exceptional situation, will be cause for termination of employment, and is agreed between the parties to constitute just cause for termination.

SECTION 5 - TERMINATION OF EMPLOYMENT

A. The **Town Manager** may be removed during the term of this agreement for cause and in the manner required by the Town Charter then in effect. It is recognized that this contract is subject to funding being provided by the Town Council. Upon such termination the **Town Manager** shall be paid for any accumulated vacation pay.

- B. The **Town** may without cause terminate the Manager's contract of employment upon payment to him of a lump sum equal to (6) months salary, (6) month's health insurance and accumulated vacation pay.
- C. The **Town** will provide ninety (90) days' notice of intent not to renew this Agreement prior to the expiration of the Agreement. For every day after the 90 day period that notification is not made, this contract automatically extends by a day. The **Town Manager** may terminate this agreement upon ninety (90) days notice in writing to that effect. If after providing such 90 day notice by the **Town Manager**, the parties may mutually agree to an earlier termination and, in such a case, the earlier termination date shall apply. If there is a mutual agreement not to have the **Town Manager** serve out the 90 day notice period, the **Town** will be obligated to pay the salary prorated from the date of the mutual agreement to the end of the 90 day notice period. The **Town Manager** recognizes that this contract is for a fixed term. The Personnel Manual notwithstanding, renewal or non-renewal is purely discretionary by the **Town** and there is no reasonable expectation of continued employment beyond the expiration of the contract.

SECTION 6 – RESIDENCY IN TOWN

The **Town Manager** understands and agrees that the nature of the job is such that residency within the Town of Winslow is a requisite.

SECTION 7 – BENEFITS

Except as modified by this agreement, the **Town Manager** is entitled to all of the benefits provided to regular, full-time employees as outlined in Section 4-6 of the Personnel Policy Manual, and as may be amended from time to time. A copy of Section 4-6 has been given to the **Town Manager** prior to the execution of this Agreement and by executing this Agreement the **Town Manager** certifies that he understands and agrees to these benefits.

The **Town Manager** shall accrue vacation at the rate of twenty five (25) days per year.

The **Town Manager** shall accumulate sick leave in accordance with the formula set forth in Section 4-6 of the Personnel Manual. Although the **Town Manager** is entitled to accumulate 180 days of sick leave, such sick leave may not be converted to time or cash upon termination of employment for any reason except

as set forth in Section 4-6 of the Personnel Manual.

The **Town Manager** shall be entitled to participate in the Town-sponsored ICMA-RC Retirement Plan. The **Town** will match the **Town Manager's** contribution in the plan up to seven (7) percent of the **Town Manager's** base salary. The **Town's** contribution shall be considered immediately vested to the benefit of the **Town Manager**.

The **Town Manager** shall be entitled to an annual automobile allowance of **Two Thousand Seven Hundred and Fifty Dollars (\$2,750.00)**. Review of the adequacy of this annual allowance will be done during budget review discussions each year.

SECTION 8 – DUES, SUBSCRIPTIONS AND CONFERENCES

The **Town** agrees to budget and to pay the professional dues and subscriptions of the **Town Manager** necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the **Town**. The **Town** agrees to pay, within the budgetary constraints of the **Town Manager's** professional development budget, the necessary expenses to continue his professional development and to adequately pursue official functions of the **Town**, including but not limited to attending and participating in the annual conferences of the ICMA, the Maine Municipal Association, the Maine Town and City Managers Association, and other such national, regional and state governmental groups and committees.

SECTION 9 – PUBLIC OFFICIALS LIABILITY POLICY

The **Town Manager** is a participant under the **Town's** public official's liability policy and as such is entitled to the coverage provided for therein. The **Town Manager** has no responsibility for the deductible presently provided for in the public official's liability policy. In the event that the **Town Manager** is determined by the insurance carrier not to be covered, then in that event, the **Town** will indemnify, hold harmless, and defend the **Town Manager** for any and all actions, provided that such actions are within the scope of his authority and responsibility in the normal conduct of his job function.

SECTION 10 - OTHER TERMS AND CONDITIONS

- A. Text herein shall constitute the entire agreement between the parties and may not be reopened during the term of this agreement, except as specifically provided for herein. If provisions or any portion pertaining to this agreement are held to be unconstitutional, invalid or unenforceable, the remainder of this agreement or portion thereof shall be deemed severable and shall remain in full force and effect.
- B. The **Town** shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of the **Town Manager** provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Town Charter, or any other laws, and are in writing.
- C. Except as provided elsewhere in this Agreement, all provisions of the Town Charter, Revised Code of Ordinances, rules and regulations of the **Town** relating to vacation and sick leave, retirement, holidays and other benefits and working conditions as they now exist or hereafter may be amended, also shall apply to the **Town Manager** as they would to other employees of the **Town**.

IN WITNESS WHEREOF, the **Town of Winslow** has caused this Agreement to be signed and executed in duplicate in its behalf by its Council Chair and fully attested to by the Town Clerk, and the **Town Manager** has signed and executed this Agreement in duplicate on the day and the year first above written.

MICHAEL W. HEAVENER

Council Chair
COUNCIL CHAIR, TOWN OF WINSLOW

Attested:



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. 4-2015

A RESOLUTION

Providing for: Application for a Restaurant (Class I, II, III, IV) Liquor License (Renewal) by Lucky Panda Inc. d/b/a Lucky Panda, 1 Cushman Road, Unit #2.

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

That an application for a Restaurant (Class I, II, III, IV) Liquor License for Lucky Panda, Inc. d/b/a Lucky Panda, 1 Cushman Road, Unit #2, be approved pursuant to Title 28-A, Section 2, Subsection 3, Sections 161 and 161-A and Section 601, Subsection 1 of the M.R.S.A., as amended.

SPONSORED BY: GERALD SAINT AMAND

IN THE TOWN COUNCIL

_____, 2015

One Reading, and adopted.

Town Clerk

APPROVED: _____, 2015

CHAIRMAN: _____



TOWN OF WINSLOW, MAINE

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114 Benton Avenue
Winslow, ME 04901

TOWN COUNCIL

RESOLUTION NO. 5-2015

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-13-366 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 seven hundred and twenty nine dollars and twenty five cents (\$729.25); 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

_____, 2015

One Reading, _____
adopted rejected

Town Clerk

APPROVED: _____, 2015

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

January 14, 2015

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

Re: State of Maine v. Lyle Bernier
Kennebec County Superior Court Docket No. AUGSC-CR-13-366
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

STATE OF MAINE
KENNEBEC, ss

SUPERIOR COURT
DOCKET NO. CR-13-366

STATE OF MAINE

V.

TOWN OF WINSLOW
APPROVAL OF TRANSFER
15 M.R.S.A. §5824(3) & 5822(4)(A)

LYLE BERNIER
\$729.25 IN U.S. CURRENCY

NOW COMES the Town of Winslow, Maine, by and through its legislative body, the Winslow Town Council, and does hereby grant approval pursuant to 15 M.R.S.A. §5824(3) & §5826(6) to the transfer of the \$729.25 or such amount ordered by the Court of the above-captioned Defendant *In Rem*, on the grounds that the Winslow Police Department did make a substantial contribution to the investigation of this or a related criminal case.

WHEREFORE, the Winslow, Maine, Town Council, do hereby approve of the transfer of the Defendant(s) *In Rem*, namely the \$729.25 or such amount ordered by the Court, pursuant to 15 M.R.S.A. §5824(3) & §5826(6) by vote of the Winslow Town Council.

DATED:

Chairperson/Mayor/Councilman/Clerk
Winslow Town Council
Winslow, Maine
(impress Legislative Body Seal Here)



STATE OF MAINE
 DEPARTMENT OF TRANSPORTATION
 16 STATE HOUSE STATION
 AUGUSTA, MAINE 04333-0016

Paul R. LePage
 GOVERNOR

David Bernhardt
 COMMISSIONER

Michael Heavener, Town Manager
 Town of Winslow
 114 Benton Avenue
 Winslow, ME 04901-6898

1/22/15

Subject: Pavement Milling &
 Hot Mix Asphalt Overlay
 Project Nos.: STP-2031(300),
 STP-2031(400) & STP-2031(500)
 Town of Winslow

Dear Mr. Heavener:

The Maine Department of Transportation will soon advertise the subject project for construction, and pursuant to 29-A MRSA § 2382 (7) we have established a "Construction Area". A copy of 29-A § 2382 is enclosed for your information. Also included is an agreement, which requires signature by the municipal officers, and additional background documents.

The agreement stipulates that the municipality will issue a permit for a stated period of time to the MDOT contractor for transporting construction equipment (backhoes, bulldozers, etc.) that exceed legal weight limits, over municipal roads. The agreement acknowledges the municipality's right to require a bond from the contractor to "guarantee suitable repair or payment of damages" per 29-A MRSA.

29-A MRSA § 2382 (7) states that *"the suitability of repairs or the amount of damage is to be determined by the Department of Transportation on state-maintained ways and bridges, otherwise by the municipal officers"*. In other words, municipal officers determine the suitability of repairs on municipal ways and bridges.

The State cannot force municipalities to allow overweight vehicles to travel on posted municipal roads. Municipal postings supersede overweight permits. However, the agreement requires municipalities to make reasonable accommodations for overweight vehicles that are operated by contractors and the MDOT in connection with the construction project.

The specific municipal roads involved are not necessarily known at present, as the contractor's plan of operation won't be known until just prior to the start of work. If the municipality plans to require a bond; the amount of the bond should be determined prior to the start of work. If the project number administratively changes, you will be notified, and the agreement modified accordingly. Please return the completed agreement to my attention. Should you have any questions, please contact me at 624-3410.

Sincerely,

George Macdougall,
 Contracts & Specifications Engineer
 Bureau of Project Development



PRINTED ON RECYCLED PAPER

Return this AGREEMENT, when completed, to:

Maine Department of Transportation
ATTN.: Mr. George Macdougall, Contracts & Specifications Engineer
#16 State House Station, Child Street
Augusta, Maine 04333-0016

Project Nos.: STP-2031(300),
STP-2031(400) & STP-2031(500)
Location: Town of Winslow

Pursuant to 29-A MRSA § 2382, the undersigned municipal officers of the **Town of Winslow** agree that a construction overlimit permit will be issued to the Contractor for the above-referenced project allowing the contractor to use overweight equipment and loads on municipal ways.

The municipality may require the contractor to obtain a satisfactory bond pursuant to 29-A MRSA § 2388 to cover the cost of any damage that might occur as a result of the overweight loads. If a bond is required, the exact amount of said bond should be determined prior to the use of any municipal way. The Maine DOT will assist in determining the amount of the bond if requested. A suggested format for a general construction overlimit bond is attached. A suggested format for a construction overlimit permit is also attached. This construction overlimit permit does not supersede rules that restrict the use of public ways, such as posting of public ways, pursuant to 29-A MRSA § 2395.

The maximum speed limit for trucks on any municipal way will be 25 mph (40 km per hour) unless a higher speed limit is specifically agreed upon, in writing, by the Municipal Officers.

TOWN OF WINSLOW
By the Municipal Officials

Project Nos.: STP-2031(300),
STP-2031(400) & STP-2031(500)

SPECIAL PROVISION 105
CONSTRUCTION AREA

Construction Areas located in the **Town of Winslow** have been established by the Maine Department of Transportation (MDOT) in accordance with provisions of 29-A § 2382 Maine Revised Statutes Annotated (MRSA).

The sections of highway under construction in Kennebec County include:

- (a) Project No. STP-2031(300) is located on Route 201/100 beginning 0.01 mi. north of the Vassalboro/Winslow town line and extending northerly 2.40 miles to 0.14 mi. south of Route 137(Carter Memorial Drive).
- (b) Project No. STP-2031(400) is located on Route 201(Bay Street) beginning 2.44 mi. north of the Vassalboro/Winslow town line and extending northerly for 0.35 miles.
- (c) Project No. STP-2031(500) is located on Route 201(Bay Street) beginning 0.17 mi. south of Lithgow Street and extending northerly 1.35 miles to the intersection of Bay Street, Benton Ave and Clinton Ave. (Minus Bridge Deck and Approaches).

Per 29-A § 2382 (7) MRSA, the MDOT may “*issue permits for stated periods of time for loads and equipment employed on public way construction projects, United States Government projects or construction of private ways, when within construction areas established by the Department of Transportation. The permit:*

- A. *Must be procured from the municipal officers for a construction area within that municipality;*
- B. *May require the contractor to be responsible for damage to ways used in the construction areas and may provide for:*

- (1) *Withholding by the agency contracting the work of final payment under contract; or*
- (2) *The furnishing of a bond by the contractor to guarantee suitable repair or payment of damages.*

The suitability of repairs or the amount of damage is to be determined by the Department of Transportation on state-maintained ways and bridges, otherwise by the municipal officers;

- C. *May be granted by the Department of Transportation or by the state engineer in charge of the construction contract; and*

- D. *For construction areas, carries no fee and does not come within the scope of this section.”*

The Municipal Officers for the **Town of Winslow** agreed that an Overlimit Permit will be issued to the Contractor for the purpose of using loads and equipment on municipal ways in excess of the limits as specified in 29-A MRSA, on the municipal ways as described in the “Construction Area”.

As noted above, a bond may be required by the municipality, the exact amount of said bond to be determined prior to use of any municipal way. The MDOT will assist in determining the bond amount if requested by the municipality.



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. 7-2015

A RESOLUTION

Providing for: Authorization for the Town Manager to accept a Donation from the Calvert Social Investment Foundation to benefit the Winslow Parks and Recreation Field Hockey Fund.

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

WHEREAS, the Calvert Social Investment Foundation has made a donation to the Parks and Recreation Department in the amount of \$20,000.00; and

WHEREAS, the Foundation is requesting to have the donation applied to the Parks and Recreation Field Hockey fund; 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 the Calvert Social Investment Foundation in the amount of \$20,000.00; and

BE IT FURTHER RESOLVED that the donation be applied to the Parks and Recreation Field Hockey fund.

SPONSORED BY: Gerald Saint Amand

IN THE TOWN COUNCIL

_____, 2015

First and Only Reading, _____
adopted rejected

Town Clerk

APPROVED: _____, 2015

CHAIRMAN: _____



TOWN OF WINSLOW, MAINE

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(207) 872-1999 Fax

www.winslow-me.gov

114 Benton Avenue
Winslow, ME 04901

TOWN COUNCIL

RESOLUTION NO. 8-2015

A RESOLUTION

Providing for: The Use of Confiscated Funds Acquired by the Winslow Police Department.

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

WHEREAS, the Town of Winslow through its police Department has received funds by forfeiture in various crimes that have been solved; and

WHEREAS, these funds need approval of Town Council before any expenditure can be made; and

WHEREAS, the forfeited amount now totals \$5,963.72 and the Police Department is in need of purchasing four Traffic Radar Units and are in need of \$2,868.00 (see attached); now, therefore

BE IT RESOLVED by the Town Council of the Town of Winslow that the Town Manager is hereby authorized to use \$2,868.00 of the confiscated drug funds for the purchase and installation of four (4) Radar Units.

SPONSORED BY: Gerald Saint Amand

IN THE TOWN COUNCIL

_____, 2015

First and Only Reading, _____
adopted rejected

Town Clerk

APPROVED: _____, 2015

CHAIRMAN: _____



Winslow Police Department

Inter-Office Memorandum

To: Michael Heavener ~ Town of Manager
From: Shawn O'Leary ~ Chief of Police
Date: January 20, 2015
Subject: Permission to Utilize Police Confiscated Funds

I respectfully request permission to utilize a portion of the funds under the Police Confiscated account to purchase (4) radar units for the Police Department at a total cost of \$2,868. After reviewing the most recent Expense Report, this account's current balance is \$5,963.72.

As you are aware, enforcement of speed law's is one of the primary roles and tasks of our officers. Alcohol and speed continue to be leading causes of motor vehicle crashes and fatalities on Maine roads. In 2013, alcohol related fatalities totaled 35 and speed related fatalities totaled more than 49. Combined alcohol and speed accounted for 84 of the 144 fatalities, about 60%. Although our fatal crash numbers are lower for 2014, we still need to focus on these two issues.

The Winslow Police Department's four radar units are approximately 10 to 11 years old and totally antiquated. Additionally, three of the four units are not functioning at all currently and in need of either repairs and/or replacement. I have been informed that replacement parts are not even available for these units if we choose to have them repaired. It should be noted that over the last couple of years, these units have been sent out for repairs several year, but continue to malfunction and break. At this point, we are unable to conduct any speed related enforcement in the Town of Winslow. However, we continue to receive speed complaints from citizens and business owners.

The Maine Highway Safety Bureau is currently sponsoring the 2015 Highway Safety Equipment Grant which supports the purchase of several different types of radar units. They are offering a reimbursement, not to exceed \$10,000.00, for the purchase of traffic enforcement equipment. The bureau will reimburse up to 75% of the total cost expended by the department. I requested Sgt. Fleming to conduct some research on the selected vendors, and provide me with a recommendation of what would suit Winslow best, keeping in mind available funding.

(4) Stalker Dual DSR KA Band

| | |
|---------------------------------|----------------|
| Radar Units Contract Price | \$2,868 |
| Total Purchase Price | \$11,472 |
| Grant Portion (75%) | \$8,604 |
| Winslow PD Portion (25%) | \$2,868 |

If you have any questions or concerns regarding this request please let me know.

Thank You.