

**TOWN OF WINSLOW, MAINE
REGULAR COUNCIL MEETING
& PUBLIC HEARING
June 8, 2015
7:00 p.m.**

PUBLIC HEARING

1. Ordinance No. 4-2015: An Amendment to the Winslow Code Book, Chapter 14, Section 14-42, High Density Residential District, by adding the underlined language in the attached section.

REGULAR COUNCIL MEETING

1. Roll Call
2. Recite the Pledge of Allegiance
3. Approval of Minutes of Previous Meeting (May 11).
4. Appointments
 - Reappoint Steve Russell to the Agriculture Commission for a 3-year term.
 - Reappoint Charles Kriegel and Richard Hughes to the Zoning Board of Appeals Board for a 5-year term.
 - Appoint Mark Ward to the Zoning Board of Appeals for a 5-year term.
5. Communications
 - a. Legislative Report
 - b. Brad Jackson – First Park
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. 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. 4-2015: An Amendment to the Winslow Code Book, Chapter 14, Section 14-42, High Density Residential District, by adding the underlined language in the attached section. (Second Reading) Sponsored by Gerald Saint Amand.

NEW BUSINESS

1. Order No. 6-2015: Providing for The Expenditure of Funds from the Capital Improvement Fund. (First Reading) Sponsored by Gerald Saint Amand.
2. Order No. 7-2015: Providing for Authorizing up to \$875,000 of the Town's General Obligation Bonds to finance the acquisition of Municipal equipment and vehicles and other municipal Improvements. (First Reading) Sponsored by Gerald Saint Amand.
3. Order No. 8-2015: Providing for Authorizing up to \$4,350,000 of the Town's General Obligation Bonds to refinance and refund a portion of The Town's Existing Series 2006 and 2007 Bond Obligations. (First Reading) Sponsored by Gerald Saint Amand.
4. Resolution No. 16-2015: Providing for Authorization for the Town Manager to sign a Non-Binding Memorandum of Understanding with the Vassalboro Sanitary District. (One Reading) Sponsored by Gerald Saint Amand.
5. Resolution No. 17-2015: Providing for: The Transfer of Funds from the Contingency Account. (First Reading) Sponsored by Gerald Saint Amand.

ADJOURN COUNCIL MEETING



Town Manager's Report to the Town Council

Submitted by:
Michael W. Heavener
June 3, 2015

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

VSD MOU

As you may recall, at an earlier Town Council meeting Paul Fongemie and I were authorized to meet with the Vassalboro Sanitary District (VSD) to discuss the possibility of the VSD connecting its sewer system to our sewer system. VSD decided connecting to our system was its preferred option after a study concluded a significant upgrade of its existing treatment systems is becoming increasingly urgent (*see attached Executive Summary*). During our discussions it was concluded that an MOU between the Town of Winslow and VSD would be beneficial in facilitating the development of an Interlocal Sewer Agreement between the parties. The MOU would also put the VSD in a position to begin applying for grant funding to help fund the project. In the Council Packet is Resolution No. 16-2015, which if approved will authorize me to sign such an MOU with VSD.

WUNDERLICH-MALEC IN NEED OF MORE SPACE

Wunderlich-Malec currently occupies two lots in our industrial park off of the Augusta Road. The company provides engineering, system integration and fabrication solutions. I recently met with two company representatives, Alan Libby and Eric Albee. They explained that they are going to redevelop their first lot in the park by demolishing the older existing structure and then building a new 3 million dollar facility, which they hope to complete this year. They said it is then likely they will approach the town to purchase another lot in the park to build a third facility. They said this planned expansion will be adding jobs at the site.

Mr. Libby went on to explain that they have a metal building on the lot where they are planning to build the new facility this year, which they need to move. He said across the street from their lot is a small plot of land owned by the town that would be suitable for the metal building they need to move. Mr. Libby asked if the town would be willing to give Wunderlich-Malec the small plot of land for them to relocate their building to. I told Mr. Libby that I would present his request to the Town Council at the June 8th meeting and he said he will plan to attend the meeting as well.

The small plot of land Mr. Libby is referring to is Lot #1 in our industrial park. The lot consists of 7.77 acres. In 2011 we committed 6.71 of those acres to a conservation easement so that ALCOM could do an expansion at its site in the park. That left 1.06 acres available on Lot #1 for development (*see attached map*).

However, with only 1.06 acres available that means anyone wishing to develop the site would not be allowed to put in a septic system, which would be necessary because Town Sewer is not available. Therefore, any development to the 1.06 acres is extremely limited.

Between now and the Council meeting on June 8th I will be exploring whether we can subdivide Lot #1 so we can convey the 1.06 acres to Wunderlich-Malec or if our only option is to lease the lot to them.

REGIONAL FIRE TRAINING FACILITY

I recently met with Waterville City Manager Mike Roy, Fairfield Town Manager Josh Reny, Fire Chief Dave LaFountain and Fairfield Fire Chief Duane Bickford. We discussed a 2014 report by the Central Maine Training Facility Coalition that pointed out a need for an Emergency Services Training Facility in our region (*a copy of the report is included in the Council packet*). The report estimates the cost for such a facility would be approximately \$463,677.

We then discussed the possibility of the three communities collaborating to build such a training facility. Mr. Reny pointed out that Fairfield owns land that would be a suitable site for the facility and that some of the engineering for the facility has already been completed by the Town of Fairfield. He added that KVCC has expressed an interest in being a partner in the development and use of the training facility, which would allow them to offer a certificate program through the college.

We concluded that the three communities should form a committee to explore the possible development of a regional training facility. Therefore I will be requesting that 1 Town Councilor and Fire Capt. Kevin Fredette be appointed to the committee.

INDUSTRIAL BUILDING UPGRADE

I am currently working with Johnny's Selected Seeds to replace four old condensing units with three (3) 5 ton condensing units and one (1) 2.5 ton condensing unit. The cost of this project is \$10,100, which will be prorated over the life of the project and the prorated amount will be added to Johnny's monthly lease payment.

CMGC MEMBERSHIP FEE INCREASING

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

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

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

As a result of the reorganization the municipal fees will be increasing to \$79,650. Winslow's annual contribution will increase from \$16,656 to \$23,895 (*see attached fee scale calculation*). This increase will not impact the current budget because we are paying these dues with TIF funds.

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

BORROWING AND REFUNDING ORDERS

Order No. 7-2017

This Order will authorize me to borrow up to \$875,000 to fund the following:

- Street Sweeper (200,000)

- Wheeler Plow Truck (185,000)
- Front End Loader (185,000)
- Plow Package for Loader (30,000)
- Loader Snow Blower (120,000)
- Rebuild PW Driveway (26,000)
- Library Parking Lot (65,000)
- Fire Dept. Apron (34,064)

Order No. 8-2015

This Order will authorize me to refinance two of our existing bonds (*2006-School & 2007-PW Garage*). Attached to this report is a spreadsheet that shows the current payments (*column A*) and the projected new payments (*column E*). The last column reflects the projected savings. For example, for the 2006 Bonds the projected savings for FY2016 is \$14,521 and for the 2007 Bonds the projected savings is \$11,946. The total projected savings over the life of both bonds is \$191,255. The total net savings (*less the cost of issuance*) over the life the bonds is \$172,384.

BIZIER STREET PROPERTY

As you may recall, the Town Council Authorized me to contract with a realtor to sell 0.74 acres of town owned land on Bizier Street (*Resolution No. 11-2015*). When I recently inspected the property with a local realtor we concluded that the property is not suitable for building upon. Primarily because of a very deep ravine that runs along the back portion of the property. Since the town uses a portion of that ravine for drainage I recommend that we maintain ownership of the parcel.

FIRE DEPT. REROOFING PROJECT

We had four roofing contractors who submitted a bid to reroof the Fire Dept. roof (*see attached bids*). As you will see, C.O. Beck and Sons were the lowest bidders at \$51,370. We had budgeted \$84,000 for the project so we are expected to come in well under budget. The project will be completed by the end of September.

EXECUTIVE SUMMARY

The Vassalboro Sanitary District (VSD) has provided wastewater collection and treatment services in the Town of Vassalboro, Maine since 1982. Two geographically separate areas of town, East and North Vassalboro, have public sewer service. The district operates three recirculating sand filter systems; two in North Vassalboro and one in East Vassalboro. The wastewater systems were originally constructed in 1982 and upgraded in the late 1980's and early 1990's. No major upgrades to the facilities have been completed since then, and the systems have reached the end of their expected useful life. The purpose of this study is to identify and evaluate upgrade options and help the district determine the most cost effective long range plan for their future wastewater collection and treatment systems.

EXISTING CONDITIONS

A significant upgrade of the district's existing treatment systems is becoming increasingly urgent for the following reasons:

- Most of the mechanical and electrical equipment and control systems have become unreliable or non-functional due to age. Pump failures have required emergency pumping and service several times. This situation needs to be corrected before a catastrophic event occurs.
- The sand filter beds are showing signs of impending failure with increasingly more frequent flooding of the beds occurring. The sand media will eventually become clogged and fail, resulting in either inadequate wastewater treatment or uncontrollable surface ponding.
- The sand filter systems are no longer able to be operated as designed because of failure of the recirculation system which is intended to improve treatment efficiency.
- The close proximity of the sand filters to existing dwellings and the public create a nuisance and potential health hazard.
- The treatment systems allow very little process control by the operators. No adjustment for extreme flow rate variations is possible. Flow rate variability affects treatment efficiency and disinfection effectiveness. Cold weather also decreases the treatment performance and operation.
- Maintenance of the sand filter beds is labor intensive and requires beds to be taken out of service for extended periods.
- At least some of the filter sand is believed to not meet specifications and is not used due to inadequate treatment.
- The existing disinfection systems do not always meet discharge requirements and are not adequate for the future.
- The district faces a near future requirement to reduce phosphorus to a very low level. The existing systems, even when new, cannot meet this performance level.

FUTURE OPTIONS EVALUATIONS

Future options considered for Vassalboro included the following:

- Pumping wastewater to the Kennebec Sanitary Treatment District (KSTD) regional facility in Waterville
- Consolidation of some or all of the existing Vassalboro Sanitary District (VSD) treatment systems into combined treatment systems.
- Upgrading the existing treatment systems using the same or new technologies.

The regional option of pumping to KSTD also considered the possible alternative of combining the sanitary district's wastewater with filter backwash wastewater generated from the Kennebec Water District's (KWD) drinking water filtration plant for pumping to Winslow and KSTD.

The following options were developed and compared:

Option 1 - Pump all Vassalboro Sanitary District and Kennebec Water District wastewater to Winslow for treatment at KSTD. This was the only option evaluated for the Kennebec Water District

Option 2 - Pump all Vassalboro Sanitary District to Winslow for treatment at KSTD.

Option 3 - Pump Wastewater from North Vassalboro(NV) to KSTD, Construct new package treatment plant in East Vassalboro(EV).

Option 4 - Construct Separate Package Treatment Plants in East and North Vassalboro.

Option 5 - Pump East Vassalboro to North Vassalboro and construct a combined package treatment plant.

Option 6 - Pump East and North Vassalboro to a new land treatment system using aerated lagoons and spray irrigation.

Rehabilitation of the existing sand filters was investigated but determined to not be a viable alternative due to uncertainty regarding the availability of suitable replacement sand, siting and maintenance issues, and inadequate future capability.

*Vassalboro Sanitary District
Future Discharge Options*

COST OPINIONS

The capital and operational costs were compared and present worth value of each alternative was calculated. These are presented in the following Summary Table:

Vassalboro Cost Summary Table

Option	Capital Cost	O&M Cost	Present Worth*
Option 1 - Pump KWD, VSD to KSTD	\$7,739,500	\$529,400	\$14,701,500
Option 2- Pump VSD to KSTD	\$5,195,500	\$171,600	\$7,451,500
Option 3- Pump NV to KSTD, SBR in EV	\$5,858,000	\$275,300	\$9,479,000
Option 4 - Separate SBRs in NV, EV	\$5,175,600	\$386,000	\$10,251,600
Option 5 - Combined SBR in NV	\$4,851,100	\$288,600	\$8,646,100
Option 6 - Spray Irrigation for VSD	\$7,326,400	\$191,800	\$9,848,400

**Present worth based on 20 years at 4.375%*

The lowest cost alternative, based on present worth analysis, is Option 2- Pumping all of the Vassalboro Sanitary District's wastewater to KSTD for treatment and disposal. This option will require connection to the adjacent Town of Winslow's sewer system. Partial upgrade to one or more of Winslow's existing wastewater pump stations may be required. An intermunicipal agreement will also be required to make this connection.

Option 5 - Combined SBR package treatment plant in North Vassalboro, has the lowest capital cost. Its higher annual operation and maintenance cost results in a higher comparative present worth cost.

FUNDING

The recommended project will be very costly by any measure, but especially for a small district like Vassalboro with a limited number of customers. The project will not be affordable unless significant financial assistance consisting of both grants and loans can be obtained. There are several sources of potential funding that are available for projects of this type, and the administering agencies may collaborate to provide a funding package that consists of several funding sources. An income survey is currently being conducted in the project area to determine if the district qualifies for grant funding. The result of the survey is critical to obtaining the funding necessary to make this project a reality.

Even with major funding, user rates for district customers will need to be increased to cover both the increased operating costs and loan repayments for the project. The Maine Department of Environmental Protection considers a project to be affordable if the average annual user charge will not exceed 2% of the town's Median Household Income. For Vassalboro, this amount is \$1,008 per year. The district can expect that the average user charge may increase up to this amount for the project to proceed.

*Vassalboro Sanitary District
Future Discharge Options*

Growth Council Dues Formula

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

Population

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

Valuation

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

Proposed Dues for 2015-16

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

3/31/15

Fire Department Roof Bid Results
5/29/2015

Bidder	Base Bid	Insulation s.f. Replacement Cost	Estimated s.f. to be Replaced	Insulation Replacement Cost	Total Bid
C.O. Beck & Sons Inc.	49,870	0.60	2,500	1,500.00	51,370.00
Industrial Roofing & Siding	49,400	1.50	2,500	3,750.00	53,150.00
Hahnel Bros. Co.	47,955	2.37	2,500	5,925.00	53,880.00
Glidden Roofing	51,991	1.00	2,500	2,500.00	54,491.00

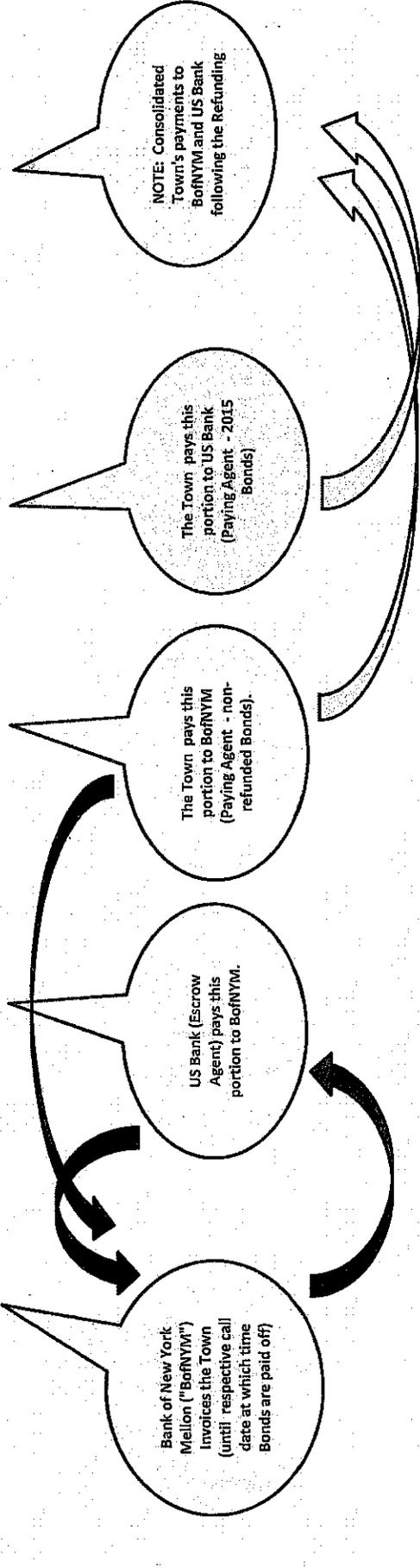
Town of Winslow, Maine - Flow of Funds Post-Refunding

2006 Bonds

Fiscal Yr	Due Oct. 1	A. Total Outstanding 2006 Bonds			B. Refunded 2006 Bonds (Called Oct. 1, 2016)			C. Not Refunded 2006 Bonds			D. 2015 Refunding Bonds (2006 Refunding Portion)			E. Consolidated Town Payments (C + D)			Savings (E - A)	
		Prin	Int	Total	Prin	Int	Total	Prin	Int	Total	Prin	Int	Total	Prin	Int	Total	Prin	Total
2015 / 2016	2015	275,000	163,278	438,278	0	146,378	146,378	275,000	16,900	291,900	45,000	86,857	131,857	320,000	103,757	423,757	(14,521)	(478)
2016 / 2017	2016	285,000	152,078	437,078	0	146,378	146,378	285,000	5,700	290,700	0	145,900	145,900	285,000	151,600	436,600	(13,778)	(16,678)
2017 / 2018	2017	295,000	140,478	435,478	295,000	140,478	435,478	290,000	128,378	418,378	280,000	141,700	421,700	290,000	131,700	421,700	(15,878)	(15,078)
2018 / 2019	2018	310,000	128,378	438,378	310,000	128,378	438,378	305,000	119,800	424,800	290,000	131,700	421,700	305,000	119,800	424,800	(14,278)	(18,378)
2019 / 2020	2019	325,000	115,678	440,678	325,000	115,678	440,678	340,000	102,378	442,378	320,000	107,300	427,300	320,000	107,300	427,300	(17,378)	(18,253)
2020 / 2021	2020	340,000	102,378	442,378	340,000	102,378	442,378	350,000	88,578	438,578	330,000	94,300	424,300	345,000	80,800	425,800	(15,965)	(18,651)
2021 / 2022	2021	350,000	88,578	438,578	350,000	88,578	438,578	370,000	74,178	444,178	360,000	66,700	426,700	375,000	50,125	425,125	(179,309)	(179,309)
2022 / 2023	2022	370,000	74,178	444,178	370,000	74,178	444,178	400,000	43,378	443,378	400,000	30,750	430,750	415,000	10,375	425,375		
2023 / 2024	2023	385,000	59,078	444,078	385,000	59,078	444,078	420,000	26,715	446,715	420,000	10,375	425,375	4,025,000	1,088,907	5,113,907		
2024 / 2025	2024	400,000	43,378	443,378	400,000	43,378	443,378	435,000	9,026	444,026	560,000	22,600	582,600	3,465,000	1,066,307	4,531,307		
2025 / 2026	2025	420,000	26,715	446,715	435,000	9,026	444,026											
2026 / 2027	2026	435,000	9,026	444,026	3,630,000	1,080,616	4,710,616											

2007 Bonds

Fiscal Yr	Due Oct. 1	A. Total Outstanding 2007 Bonds			B. Refunded 2007 Bonds (Called Oct. 1, 2017)			C. Not Refunded 2007 Bonds			D. 2015 Refunding Bonds (2007 Refunding Portion)			E. Consolidated Town Payments (C + D)			Savings (E - A)	
		Prin	Int	Total	Prin	Int	Total	Prin	Int	Total	Prin	Int	Total	Prin	Int	Total	Prin	Total
2015 / 2016	2015	100,000	32,063	132,063	0	17,100	17,100	100,000	14,963	114,963	0	9,154	9,154	100,000	24,117	124,117	(7,946)	(1,700)
2016 / 2017	2016	100,000	27,875	127,875	0	17,100	17,100	100,000	10,775	110,775	0	15,400	15,400	100,000	26,175	126,175	(1,700)	(1,700)
2017 / 2018	2017	100,000	23,563	123,563	0	17,100	17,100	100,000	6,463	106,463	0	15,400	15,400	100,000	21,863	121,863	(1,700)	(1,700)
2018 / 2019	2018	95,000	19,238	114,238	0	17,100	17,100	95,000	2,138	97,138	5,000	15,300	20,300	100,000	17,438	117,438	3,200	3,200
2019 / 2020	2019	95,000	14,963	109,963	95,000	14,963	109,963	95,000	10,688	105,688	95,000	13,300	108,300	95,000	13,300	108,300	(1,663)	(1,663)
2020 / 2021	2020	95,000	10,688	105,688	95,000	10,688	105,688	95,000	6,413	101,413	95,000	9,500	104,500	95,000	9,500	104,500	(1,188)	(1,188)
2021 / 2022	2021	95,000	6,413	101,413	95,000	6,413	101,413	95,000	2,138	97,138	95,000	5,700	100,700	95,000	5,700	100,700	(713)	(713)
2022 / 2023	2022	775,000	136,938	911,938	380,000	102,600	482,600	395,000	34,338	429,338	385,000	85,654	470,654	780,000	119,992	899,992	(11,946)	(11,946)





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. 6-2015

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:

2015/2016 Capital Improvements

Administration	Municipal Building	15,000.00
	Industrial Building	25,500.00
Assessing	Technology	5,000.00
Library	Building Needs	55,400.00
Police Department	Police Vehicles	25,000.00
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
	Town Garage	5,000.00
	Storm Drains	38,000.00
Sanitation Dept.	Equipment	20,000.00



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

www.winslow-me.gov

114 Benton Avenue
Winslow, ME 04901

TOWN COUNCIL

ORDER NO. 7-2015

ORDER: Authorizing up to \$875,000 of the Town's General Obligation Bonds to finance the acquisition of municipal equipment and vehicles and other municipal improvements

By the Town Council of the Town of Winslow be it hereby Ordered:

THAT the Town Treasurer and the Chair of the Town Council be and hereby are authorized, in the name of and on behalf of the Town to borrow up to \$875,000 to finance the acquisition of the following equipment and vehicles and other municipal improvements (collectively, the "Projects"):

Street Sweeper
Wheeler Plow Truck
Front End Loader
Plow Package for Loader
Loader Snow Blower
Rebuild Public Works Driveway
Library Parking Lot
Fire Department Apron

THAT pursuant to 30-A M.R.S. §5772, the Town Charter, as amended, and all other authority thereto enabling, to evidence such borrowing, there is hereby authorized the issue and sale of the Town's general obligation bonds and notes in anticipation thereof in an amount not to exceed \$875,000. The proceeds derived from the sale of said bonds, including premium, if any, and any investment earnings thereon shall be used and are hereby appropriated to the Projects, including issuance costs therefore.

THAT the Town Treasurer and the Chair of the Town Council shall determine the date, maturities (not to exceed the maximum term permitted by law), denominations, interest rate or rates, place of payment, and other details of said bonds and notes in anticipation thereof, including provisions for redemption prior to maturity, with or without a premium, as provided in 30-A M.R.S. §5772(6), as amended, and other details as they shall approve, their approval to be conclusively evidenced by their execution thereof.

THAT said bonds and notes in anticipation thereof shall be executed in the name of the Town by the manual or facsimile signatures of the Town Treasurer and the Chair of the Town Council (provided that at least one of such signatures shall be a manual signature), sealed with the seal of the Town, attested by its Clerk.

THAT the Town Treasurer be and hereby is authorized to covenant and certify on behalf of the Town that no part of the proceeds of the issue and sale of such bonds or notes in anticipation thereof shall be used directly or indirectly to acquire any securities or obligations, the acquisition of which would cause such bonds or notes to be "private activity bonds" or "arbitrage bonds" within the meaning of Sections 141 or 148 of the Internal Revenue Code of 1986, as amended (the "Code").

THAT the Town Treasurer be and hereby is authorized to covenant and agree, on behalf of the Town, for the benefit of the holders of such bonds or notes in anticipation thereof, that the Town will file any required reports and take any other action that may be necessary to ensure that interest on the bonds or notes in anticipation thereof will remain exempt from federal income taxation and that the Town will refrain from any action that would cause interest on the bonds or notes in anticipation thereof to be subject to federal income taxation.

THAT the Town Treasurer be and hereby is authorized to covenant, certify, and agree, on behalf of the Town, for the benefit of the holders of such bonds or notes in anticipation thereof, that the Town will file any required reports, make any annual financial or material event disclosure, and take any other action that may be necessary to ensure that the disclosure requirements imposed by Rule 15c2-12 of the Securities and Exchange Commission, if applicable, are met.

THAT the Town Treasurer be and hereby is authorized and empowered, with advice of bond counsel and to the extent available under the Code, to take all such action as may be necessary to designate the bonds and/or notes in anticipation thereof as qualified tax-exempt obligations for purposes of Section 265(b) of the Code.

THAT the term "cost" or "costs" as used herein and applied to the Projects, or any portion thereof, includes, but is not limited to: (1) the cost to design, construct, reconstruct, renovate, improve, furnish and equip the Projects; together with the cost of all appurtenances and other fixtures, facilities, buildings and structures either on, above, or under the ground which are used or usable in connection with the Projects; (2) the cost of landscaping and site preparation; (3) the cost of land, structures, real property interests, rights, easements, and franchises acquired in connection with the Projects; (4) the cost of planning, developing, preparation of specifications, surveys, engineering, feasibility studies, legal and other professional services associated with the Projects; (5) the cost of environmental studies and assessments; (6) the cost of financing charges and issuance costs, including premiums for insurance, interest prior to and during construction and, following completion of construction, for a period not to exceed 3 years from the issue date thereof and other fees and expenses relating to the financing transaction.

THAT the Town Treasurer and Chair of the Town Council be and hereby are authorized and empowered in the name of and on behalf of the Town to do or cause to be done all such acts and things, and to execute, deliver, file, approve, and record all tax certificates, arbitrage and use of proceeds certificates, loan agreements, contracts, agreements, deeds, assignments, certificates, memoranda, abstracts, and other documents as may be necessary or advisable, with the advice of counsel for the Town, to carry out the provisions hereof, in order to effect the issuance, execution, sale, and delivery by the Town of the bonds and notes in anticipation thereof.

THAT if the Town Treasurer, Chair of the Town Council, or Clerk are for any reason unavailable to approve and execute the bonds or notes in anticipation thereof, or any related financing documents, the person or persons then acting in any such capacity, whether as an assistant, a deputy, or otherwise, is authorized to act for such official with the same force and effect as if such official had himself or herself performed such act.

THAT if the Town Treasurer, Chair of the Town Council, or Clerk have signed or sealed the bonds and notes in anticipation thereof hereinbefore authorized but shall cease to be such officers or officials before the bonds or notes so signed and sealed shall have been actually authenticated or delivered by the Town, such bonds or notes nevertheless may be authenticated, issued, and delivered with the same force and effect as though the person or persons who signed or sealed such bonds notes had not ceased to be such officer or official; and also any such bonds or notes in anticipation thereof may be signed and sealed on behalf of the Town by those persons who, at the actual date of the execution of such bonds or notes, shall be the proper officers and officials of the Town, although at the nominal date of such bonds or notes any such person shall not have been such officer or official.

THAT during the term any of the bonds herein authorized are outstanding, the Town Treasurer and Chair of the Town Council be and hereby are authorized, in the name and on behalf of the Town, to issue and deliver refunding bonds to refund some or all of the bonds then outstanding, and to determine the date, form, interest rate, maturities (not to exceed 30 years from the date of issuance of the original bonds) and all other details of such refunding bonds, including the form and manner of their sale and award. The Town Treasurer and Chair of the Town Council are hereby further authorized to provide that any of such refunding bonds hereinbefore authorized be made callable, with or without premium, prior to their stated date(s) of maturity, and each refunding bond issued hereunder shall be signed by the Town Treasurer and the Chair of the Town Council, sealed with the seal of the Town, attested by its Clerk.

THAT each year that the bonds or notes in anticipation thereof issued under this Order remain outstanding, the Town shall levy a tax in an amount necessary to meet, with other revenues, if any, available to the Town for that purpose, the payment of the annual installment of principal and the annual interest on such bonds or notes, and such amounts will be included in the tax levy for each year such bonds or notes remain outstanding, until the debt is extinguished.

THAT it is the intent of the Town Council that this Order constitute the Town's declaration of official intent within the meaning of Treasury Regulation §1.150-2.

IT IS FURTHER THAT this Order will take effect immediately.



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. 8-2015

ORDER: Authorizing up to \$4,350,000 of the Town's General Obligation Bonds to refinance and refund a portion of the Town's Existing Series 2006 and 2007 Bond Obligations

WHEREAS: the Town of Winslow previously issued its Series 2006 and 2007 general obligation bonds to finance the costs of certain capital improvement and in furtherance of other municipal purposes (the "Prior Bonds"); and

WHEREAS: due to the drop in available interest rates, the Town desires to advance refund and refinance a portion of the Prior Bonds through issuance of its general obligation refunding bonds;

Now Therefore, by the Town Council of the Town of Winslow be it hereby Ordered:

THAT the Town Treasurer and the Chair of the Town Council be and hereby are authorized, in the name of and on behalf of the Town to borrow up to \$4,350,000 to refinance and refund the Prior Bonds.

THAT pursuant to 30-A M.R.S. §5772, the Town Charter, as amended, and all other authority thereto enabling, to evidence such borrowing, there is hereby authorized the issue and sale of the Town's general obligation bonds and notes in anticipation thereof in an amount not to exceed \$4,350,000. The proceeds derived from the sale of said bonds, including premium, if any, and any investment earnings thereon shall be used and are hereby appropriated to the refunding of the Prior Bonds, including issuance costs therefore.

THAT the Town Treasurer and the Chair of the Town Council shall determine the date, maturities (not to exceed the maximum term permitted by law), denominations, interest rate or rates, place of payment, and other details of said bonds and notes in anticipation thereof, including provisions for redemption prior to maturity, with or without a premium, as provided in 30-A M.R.S. §5772(6), as amended, and other details as they shall approve, their approval to be conclusively evidenced by their execution thereof.

THAT said bonds and notes in anticipation thereof shall be executed in the name of the Town by the manual or facsimile signatures of the Town Treasurer and the Chair of the Town Council (provided that at least one of such signatures shall be a manual signature), sealed with the seal of the Town, attested by its Clerk.

THAT the Town Treasurer be and hereby is authorized to covenant and certify on behalf of the Town that no part of the proceeds of the issue and sale of such bonds or notes in anticipation thereof shall be used directly or indirectly to acquire any securities or obligations, the acquisition of which would cause such bonds or notes to be "private activity bonds" or "arbitrage bonds" within the meaning of Sections 141 or 148 of the Internal Revenue Code of 1986, as amended (the "Code").

THAT the Town Treasurer be and hereby is authorized to covenant and agree, on behalf of the Town, for the benefit of the holders of such bonds or notes in anticipation thereof, that the Town will file any required reports and take any other action that may be necessary to ensure that interest on the bonds or notes in anticipation thereof will remain exempt from federal income taxation and that the Town will refrain from any action that would cause interest on the bonds or notes in anticipation thereof to be subject to federal income taxation.

THAT the Town Treasurer be and hereby is authorized to covenant, certify, and agree, on behalf of the Town, for the benefit of the holders of such bonds or notes in anticipation thereof, that the Town will file any required reports, make any annual financial or material event disclosure, and take any other action that may be necessary to ensure that the disclosure requirements imposed by Rule 15c2-12 of the Securities and Exchange Commission, if applicable, are met.

THAT the Town Treasurer be and hereby is authorized and empowered, with advice of bond counsel and to the extent available under the Code, to take all such action as may be necessary to designate the bonds and/or notes in anticipation thereof as qualified tax-exempt obligations for purposes of Section 265(b) of the Code.

THAT the Town Treasurer and Chair of the Town Council be and hereby are authorized and empowered in the name of and on behalf of the Town to do or cause to be done all such acts and things, and to execute, deliver, file, approve, and record all tax certificates, arbitrage and use of proceeds certificates, loan agreements, contracts, agreements, refunding escrow agreements, deeds, assignments, certificates, memoranda, abstracts, and other documents as may be necessary or advisable, with the advice of counsel for the Town, to carry out the provisions hereof, in order to effect the issuance, execution, sale, and delivery by the Town of the bonds and notes in anticipation thereof.

THAT if the Town Treasurer, Chair of the Town Council, or Clerk are for any reason unavailable to approve and execute the bonds or notes in anticipation thereof, or any related financing documents, the person or persons then acting in any such capacity, whether as an assistant, a deputy, or otherwise, is authorized to act for such official with the same force and effect as if such official had himself or herself performed such act.

THAT if the Town Treasurer, Chair of the Town Council, or Clerk have signed or sealed the bonds and notes in anticipation thereof hereinbefore authorized but shall cease to be such officers or officials before the bonds or notes so signed and sealed shall have been actually authenticated or delivered by the Town, such bonds or notes nevertheless may be authenticated, issued, and delivered with the same force and effect as though the person or persons who signed or sealed such bonds notes had not ceased to be such officer or official; and also any such bonds or notes in anticipation thereof may be signed and sealed on behalf of the Town by those persons who, at the actual date of the execution of such bonds or notes, shall be the proper officers and officials of the Town, although at the nominal date of such bonds or notes any such person shall not have been such officer or official.

THAT during the term any of the bonds herein authorized are outstanding, the Town Treasurer and Chair of the Town Council be and hereby are authorized, in the name and on behalf of the Town, to issue and deliver refunding bonds to refund some or all of the bonds then outstanding, and to determine the date, form, interest rate, maturities (not to exceed 30 years from the date of issuance of the original bonds) and all other details of such refunding bonds, including the form and manner of their sale and award. The Town Treasurer and Chair of the

Town Council are hereby further authorized to provide that any of such refunding bonds hereinbefore authorized be made callable, with or without premium, prior to their stated date(s) of maturity, and each refunding bond issued hereunder shall be signed by the Town Treasurer and the Chair of the Town Council, sealed with the seal of the Town, attested by its Clerk.

THAT each year that the bonds or notes in anticipation thereof issued under this Order remain outstanding, the Town shall levy a tax in an amount necessary to meet, with other revenues, if any, available to the Town for that purpose, the payment of the annual installment of principal and the annual interest on such bonds or notes, and such amounts will be included in the tax levy for each year such bonds or notes remain outstanding, until the debt is extinguished.

THAT it is the intent of the Town Council that this Order constitute the Town's declaration of official intent within the meaning of Treasury Regulation §1.150-2.

IT IS FURTHER THAT this Order will take effect immediately.

SPONSORED BY: GERALD SAINT AMAND

IN THE TOWN COUNCIL

_____, 2015

First Reading, _____
accepted rejected

_____, 2015

Second Reading, _____
adopted rejected

Town Clerk

APPROVED: _____, 2015

CHAIR: _____



TOWN OF WINSLOW, MAINE

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TOWN COUNCIL

RESOLUTION NO. 16-2015

A RESOLUTION

Providing for: Authorization for the Town Manager to sign a Non-Binding Memorandum of Understanding with the Vassalboro Sanitary District (District).

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

WHEREAS, the District wishes to upgrade its sewer system by connecting to the Winslow sewer system; and

WHEREAS, the attached Non-Binding Memorandum of Understanding will help facilitate the development of an Interlocal Sewer Agreement between the Town of Winslow and the District; now, therefore

BE IT RESOLVED by the Town Council that the Town Manager is hereby authorized to sign the attached Non-Binding Memorandum of Understanding with the Vassalboro Sanitary District.

SPONSORED BY: Gerald Saint Amand

IN THE TOWN COUNCIL

_____, 2015

One Reading, _____
adopted rejected

Town Clerk

APPROVED: _____, 2015

CHAIRMAN: _____

Memorandum of Understanding between the Vassalboro Sanitary District (District) and the Town of Winslow (Winslow)
5/19/2015

1. The Vassalboro Sanitary District agrees to transport its wastewater to the agreed upon discharge point in the Winslow sewer system. The District's discharge to Winslow will meet the following criteria:

A. Wastewater Quantity and Quality

- The District will construct an acceptable flow metering station at the connection point. The District will own and operate the metering station and be responsible for obtaining accurate meter readings.
- The average daily wastewater flow, averaged over a month, will not exceed 79,000 Gallons per Day, and a maximum total annual volume of 29 million gallons, except as otherwise agreed.
- Wastewater will be pumped to Winslow at approximately the rate that it is generated. The discharged flow rates will not interfere with the operation of Winslow's collection and pumping system or impede any of Winslow's flows.
- The District will update its Sewer Use Ordinance in compliance with Winslow's ordinance and KSTD requirements. The District will strictly enforce its ordinance.
- The District's wastewater quality will be within the range of normal domestic sewage. The District will only collect wastewater from residential and commercial users. No industrial sources will be allowed.
- The District will test the quality of its wastewater according to an agreed schedule with Winslow.
- The District will be responsible for any required pretreatment or conditioning of its wastewater discharge to Winslow.
- The District will not be responsible for any backups or overflows within the Winslow sewer system.

B. Facilities

- The District will construct a wastewater transmission line to convey its wastewater to Winslow at the agreed upon discharge point. A portion of this transmission line will be located within Winslow.
- The District will own, operate, and bear responsibility for the entire transmission line and all its appurtenances, including repairs and future replacement.
- The District will maintain its facilities in good working order and perform all required maintenance and service.
- The District will be responsible for obtaining all easement and permits required for constructing the transmission facilities.
- The District will finance its facilities with funding through the USDA Rural Development and other funding agencies, and will be subject to the rules and conditions of the agencies.
- The District will allow Winslow to review all preliminary and final design plans as are developed.

C. Costs

- The District will bear all costs of upgrading its existing facilities and constructing the transmission system to connect into the Winslow sewer system. The costs include construction, engineering, legal, administrative, and any other costs associated with the transmission line project.
- The District will pay a fee per volume of wastewater measured at the metering station to Winslow according to the rates and payment schedule agreed to.
- The District will pay the costs of operating and maintaining its own collection and pumping system, and the transmission line to Winslow.
- The District will develop a user charge system and collect user charges from any customers connected to its facilities, including any pipelines or facilities owned by the District but located in Winslow.

2. The Town of Winslow agrees to accept the District's wastewater flows as described above, and convey the flows within its system to the Kennebec Sanitary Treatment District (KSTD) treatment facility in Waterville.

A. Wastewater transportation and treatment

- Once the District's wastewater has been discharged into Winslow's sewer system in accordance with this agreement, Winslow will take over responsibility for further handling and disposal.
- If the District's flows do not conform to the standards of the agreement either in quality and quantity, Winslow will notify the District and give them a reasonable time to correct the situation. The District will be responsible for any non-compliance created by its non-conforming discharge.

B. Facilities

- Winslow will not have any responsibility to fund or assist with the construction of transmission facilities which will be owned by the District, even if located within the Town of Winslow.
- Winslow will be responsible for any upgrading and future improvements within its system, subject to the cost sharing agreement through which they may recover its costs.
- Winslow and the District may agree to share the cost of facilities that are a benefit to both parties, subject to their funding limitations.

C. Costs

- The District will be a customer of the Town of Winslow and be charged the same rate as other customers in the system. The District will not have any direct agreement with KSTD for its wastewater flows that are discharged to Winslow. Winslow's current rate schedule will be used as the basis for this user charge.
- Future capital improvements within the Winslow system will be paid through user charges at the same rate as other customers. The District will only be responsible for capital projects in Winslow that are solely necessary because of its flow contribution. The District's funding sources may not allow the direct funding of facilities owned by others.

- The District will pay a one-time connection fee as agreed upon with Winslow. This fee will offset improvements and upgrades within Winslow's service areas that cannot be financed through the District's funding sources.

The parties understand that this Memorandum of Understanding (MOU) is not a binding contract but only an expression of their present intent to enter into a contract in the future if an agreement can be reached on all terms of a contract. The terms may be different than the terms in the MOU, and terms agreed upon here are not binding in a future contract. If an agreement cannot be reached, neither party will have any obligation to the other. Any reliance on the representations made in this MOU is solely at the risk of the party relying on the representation.

There can be no oral modification of this MOU. Any modification must be in writing and signed by the parties hereto.

Vassalboro Sanitary District

Town of Winslow



TOWN OF WINSLOW, MAINE

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

www.winslow-me.gov

114 Benton Avenue
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TOWN COUNCIL

RESOLUTION NO. 17-2015

A RESOLUTION

Providing for: The Transfer of Funds from the Contingency Account.

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

WHEREAS, the Town Manager is requesting that a total of \$79,100 be transferred from the Contingency Account to the accounts (and in the amounts) stipulated in the attached document; and

WHEREAS, there is sufficient funds in the Contingency Account to cover the requested amount to be transferred; now, therefore

BE IT RESOLVED by the Town Council that the Town Manager is hereby authorized to transfer a total of \$79,100 in funds from the Contingency Account to the accounts (and in the amounts) stipulated in the attached document.

SPONSORED BY: Gerald Saint Amand

IN THE TOWN COUNCIL

_____, 2015

One Reading, _____
adopted rejected

Town Clerk

APPROVED: _____, 2015

CHAIRMAN: _____

Resolution No. 17-2015
Transfer of Funds from the Contingency Account To

	Account	Description	Amount
Administration	1100011-51100	Admin Salaries	10,000
	1100012-55340	Heating Fuel	5,000
	1100012-55820	Legal Fees	12,000
		Subtotal	27,000
Police	1200201-51100	Admin Salaries	3,500
	1200201-51120	Reg Salaries	17,800
		Subtotal	21,300
Fire	1200211-51100	Admin Salaries	3,500
	1200211-51120	Reg Salaries	4,300
		Subtotal	7,800
Public Works	1300301-5110	Admin Salaries	4,000
	1300301-51120	Reg Salaries	1,000
	1300302-52511	Ice Control	18,000
		Subtotal	23,000
Total to be Transferred \$			79,100