



**JULY 18, 2016
6:30 P.M.**

CITY OF OLD TOWN ECONOMIC DEVELOPMENT COMMITTEE AGENDA

**City Hall-Council Chambers, 2nd Floor
265 Main Street-Old Town, ME**

1. **Call to Order** (Please silence or turn off cell phones)
2. **Old Town Development, LLC**
Approval of new member, Lisa Gallant
3. **JRL**
Conservation Easement
4. **Old Town Canoe Site**
Commercial Development of portion of the site
4. **Adjournment**

FUTURE AGENDA ITEMS

*Heavy Equipment Replacement Capital Account Discussion
Public Safety, Library,
UDAG Loan Discussion
Foreclosures
IT-Phones, Upgrade, IT Staffing
Legislative Affairs
RSU #34 Update*

Note: The Finance Committee is composed of Councilors Peterson (Chair), McLeod, Nuttall and Council President Mahan.

**AGREEMENT REGARDING ALLOCATION OF COSTS
FOR IMPLEMENTATION OF DECLARATION
OF COVENANTS AND RESTRICTIONS**

This Agreement ("Agreement") made as of this ____ day of _____, 201_, by and between the STATE OF MAINE, acting by and through the Bureau of General Services (the "State"), the CITY OF OLD TOWN, MAINE, a municipal corporation organized and existing under the laws of the State of Maine, having its principal offices at 150 Brunswick Street, Old Town, Maine 04468 (the "City") and NEWSME LANDFILL OPERATIONS, LLC, a Maine limited liability company with a place of business in Saco, Maine ("NEWSME"), each individually a "Party" and collectively, the "Parties".

WITNESSETH

WHEREAS, the State has executed a Declaration of Covenants and Restrictions dated _____ (the "Declaration"), to preserve in perpetuity a preservation area comprised of approximately 266 acres northerly of the Juniper Ridge Landfill ("JRL") and described in the Declaration as the Protected Property; and

WHEREAS, NEWSME is the operator of the JRL pursuant to an Operating Services Agreement with the State executed on February 5, 2004 (the "OSA"); and

WHEREAS, the City, by a vote of its City Council has been authorized to accept rights, as a Third Party, to enforce the Declaration in accordance with its terms; and

WHEREAS, the Parties wish to clarify among themselves who is responsible for certain costs that may arise from time to time in the implementation of the Declaration.

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Costs under the Declaration.

The following costs that may arise during the implementation of the Declaration shall be allocated as follows:

- (a) NEWSME shall be responsible for payment of all costs that may be required for surveying the Protected Property and recording the Declaration.
- (b) During the term of the OSA, any extension thereof, and any closure or post-closure care period at JRL for which NEWSME is responsible under the OSA, NEWSME shall reimburse the City for all reasonable costs incurred by the City: (1) in reviewing, evaluating and responding to Declarant's notice of undertaking any permitted use of the Protected Property that may have a material adverse effect on

the purposes of the Declaration, pursuant to Section 4 of the Declaration; (2) in reviewing, directing and approving Declarant regarding grading and landscaping pursuant to Section 5 of the Declaration; and (3) in monitoring the Protected Property, including, but not limited to conducting periodic inspections of the Protected Property, preparing inspection reports, keeping these inspection reports on file, and providing copies by first-class mail to the Declarant, all pursuant to Section 6 of the Declaration. For the avoidance of doubt, the Parties agree that NEWSME is responsible for these costs while it is the operator of JRL or is obligated under the OSA to complete closure and post-closure monitoring and maintenance at JRL. In the event NEWSME is replaced as operator or as provider of closure or post-closure monitoring and maintenance at JRL, either the new operator or provider of closure or post-closure care or the State shall be responsible for these costs. The City will strive to use a City employee for the periodic inspections it conducts pursuant to the Declaration, and will provide the State and NEWSME with a copy of its inspection report.

- (c) During the term of the OSA, any extension thereof, and any closure or post-closure monitoring and maintenance period at JRL for which NEWSME is responsible under the OSA, NEWSME shall reimburse the City for its reasonable costs of enforcement of the Declaration pursuant to Section 6 of same, including court costs and reasonable attorneys' fees, provided a court or other fact-finder chosen by the Parties determines that the Declaration has been breached and that NEWSME is the responsible party. If it is determined by a court or other fact-finder that the State is responsible for the alleged breach, then the State shall reimburse the City. In the event NEWSME is replaced as operator or as provider of closure or post-closure monitoring and maintenance at JRL, either the new operator or provider of closure or post-closure monitoring and maintenance or the State shall be responsible for these costs.
- (d) With respect to any trail or trails constructed on the Protected Property pursuant to Section 3(a) of the Declaration, the Party seeking to construct said trail or trails shall be solely responsible for all costs of constructing and maintaining such trail or trails. By way of example only, should the City desire to construct a trail allowing public access on the Protected Property in accordance with the terms of the Declaration, and the State and NEWSME consent in writing to same, the City would be solely responsible for the costs of constructing and maintaining such trail.
- (e) To the extent there are any other costs incurred in the implementation of the Declaration (e.g., in the exercise of the State's rights to clear certain forest cover and vegetation pursuant to section 5 of the Declaration), the Party incurring such costs would be responsible for payment of same.
- (f) Neither the State, the City nor NEWSME assumes any liability to recreational users for accidents, injuries, acts or omissions beyond the standard of care owed or beyond the limitations of liability for injury to the public under Title 14 MRS § 159-A, or successor provisions thereof, and other applicable law. Neither the State,

the City nor NEWSME is responsible for injury to or change in the Protected Property resulting from causes beyond their control, such as, but not limited to, fire, flood, storm, and earth movement, or from any prudent action taken by any of them under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes. Nothing herein should be construed to preclude the State's, the City's or NEWSME's rights to recover damages from any third party for trespass or other violation of their respective rights in the Declaration and the Protected Property.

- (g) Within 30 days after the end of any calendar month in which the City incurs costs to which it is entitled to reimbursement under this Agreement, the City will send an invoice for those costs to NEWSME and to the State, and payment of the same, whether made by NEWSME, by a successor operator or provider of closure or post-closure monitoring and maintenance at JRL, or by the State, shall be made to the City within 30 days from the State's receipt of that invoice.

2. Term of Agreement.

This Agreement shall be deemed to commence on the day all relevant Parties have signed both this Agreement and the Declaration and shall only terminate on the occasion of a revocation of the Declaration pursuant to section 10(g) thereof, which revocation must be in writing, signed by the State, or its successors and assigns, the City, or its successors and assigns, and the Maine DEP.

3. Cooperation Among Parties

During the term of this Agreement, the Parties agree to cooperate and work together regarding the preservation of the Protected Property and to conduct ongoing communication concerning the Protected Property.

4. No Joint Venture

The Parties acknowledge and agree that nothing contained in this Agreement is intended to nor shall be construed to create a partnership or joint venture among the State, the City and NEWSME or, except as provided in section 1, make any Party in any way liable or otherwise responsible for the debts, actions, obligations or losses of the other party.

5. Certain Representations, Warranties and Covenants of the City

The City represents and warrants to the State and NEWSME as follows:

- (a) The City is validly existing as a political subdivision of the State of Maine in good standing under the laws of the State of Maine.
- (b) The City has full power and authority to enter into this Agreement and to fully perform its duties and obligations hereunder. The City's Council has duly authorized the execution and delivery of this Agreement and the City's performance

of its duties and obligations hereunder, and this Agreement constitutes a valid and legally binding obligation of the City, enforceable in accordance with its terms.

6. Certain Representations, Warranties and Covenants of NEWSME

NEWSME represents and warrants to the City and the State as follows:

- (a) NEWSME is a limited liability company duly organized and existing under the laws of the State of Maine and authorized to do business and in good standing under the laws of the State of Maine with the full legal right, power and authority to enter into and fully and timely perform its obligations under this Agreement.
- (b) NEWSME has duly authorized, executed and delivered this Agreement, and this Agreement constitutes a legal, valid and binding obligation, enforceable against NEWSME in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting creditors' rights generally.
- (c) Neither the execution nor delivery by NEWSME of this Agreement nor the performance by NEWSME of its obligations in connection with the transactions contemplated hereby or NEWSME's fulfillment of the terms and conditions hereof conflicts with, violates or results in a breach of any law or governmental regulation applicable to NEWSME or materially conflicts with, violates or results in a breach of, any term or condition of any order, judgment or decree or any agreement or instrument to which NEWSME is a party or by which NEWSME or any of its properties or assets is bound, or otherwise constitutes a default thereunder.
- (d) No approval, authorization, order, consent, declaration, registration or filing with any federal, state or local governmental authority or agency is required for the valid execution and delivery by NEWSME of this Agreement or the performance by NEWSME of its obligations hereunder.

7. Survival of Representations, Warranties and Covenants

All representations, warranties, promises, agreements, statements and covenants made herein, or in any instrument or document delivered by or on behalf of any Party pursuant to this Agreement, shall remain in effect during the Term and shall survive termination hereof to the extent specifically contemplated herein.

8. Non-Appropriation

Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund its obligations under this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine Courts, then the State is not obligated to make payments under this Agreement. In the event the State becomes responsible for costs under this Agreement, the State agrees to include in the applicable fiscal year budget a request for funds to

meet its obligations under this Agreement, and to use best efforts to obtain the appropriation of sufficient funds to pay for such costs. Such best efforts include the use of all reasonable and lawful means at its disposal to insure the appropriation of such funds.

9. Default and Remedies

- (a) Notice/Cure. If any Party fails to perform a material obligation under this Agreement, then any other Party shall give notice to all Parties of such alleged material failure, describing the alleged material failure and the action required to cure such material failure, if any. If the Party or Parties receiving such notice fail to cure any such material failure to perform pursuant to Section 10 hereof, then an “Event of Default” shall be deemed to have occurred and the other Party or Parties shall have the rights and remedies set forth in this Agreement.
- (b) Remedies. If any Event of Default occurs (as defined in subsection 9(a) above), then (i) this Agreement may be terminated by a non-defaulting Party by giving notice of termination to the defaulting party or parties, and/or (ii) pursuant to the dispute resolution process set forth in Section 11 below, the non-defaulting Party shall have the right to seek whatever damages or remedies that are available in an action at law or in equity it deems necessary or desirable to collect any amounts then due or thereafter to become due under this Agreement or to enforce performance of any covenant or obligation of the defaulting Party or Parties under this Agreement.
- (c) Sovereign Immunity. The City and NEWSME acknowledge and agree that nothing in this Agreement, or the execution and delivery of this Agreement, or the agreement by the State to perform its obligations hereunder constitutes or is intended to constitute abrogation of the sovereign immunity of the State or of the City’s privileges and immunities with respect to each and every term of this Agreement. In this regard, the State expressly reserves its right of sovereign immunity with respect to its obligations hereunder, and the execution and delivery of this Agreement by the State, and its undertakings herein in no way waive, partially waive, imply a waiver, limit or restrict the State’s unconditional right to exercise its right of, or to assert sovereign immunity with respect to any matter, term or issue arising under or relating to this Agreement. In this regard, the City expressly reserves its defenses and rights of immunity with respect to its obligations hereunder, and the execution and delivery of this Agreement by the City and its undertakings herein in no way waive, partially waive or otherwise limit or restrict any defense, immunity or limitation of liability that may be available to the City as a governmental entity, or to any of its officers, agents or employees, pursuant to the Eleventh Amendment to the Constitution of the United States, the Constitution or Maine, the Maine Tort Claims Act (1 M.R.S. §8101 *et seq.*), any State or federal statute, the common law, or any privileges or immunities as may be provided by law.

10. Right To Cure Breach

Upon its receipt of a notice of alleged material failure to perform a material obligation under this Agreement issued under Section 9 hereof, the receiving Party or Parties shall either:

- (a) Cure the material failure to perform within thirty (30) days of receipt of the written notice from any other Party; or
- (b) Continuously demonstrate, within such thirty (30) day cure period, if cure cannot reasonably be effectuated during such period, that it is actively pursuing a course of action which reasonably can be expected to lead to a cure of the material failure to perform (and the cure period shall be extended for so long as the curing Party or Parties are actively and continuously pursuing such course of action) within a commercially reasonable period of time not to exceed ninety (90) days.

11. Resolution of Disputes

- (a) Negotiation. The Parties agree that in the event of any dispute, controversy or claim arising under or relating to this Agreement or any alleged breach thereof, the Parties shall attempt to come to a reasonable settlement of any dispute (i) by having their authorized representatives attempt to negotiate a resolution of the dispute for a period of thirty (30) days, and, if not resolved by the authorized representatives, (ii) by having other more senior members of each Party's management, who have no previous involvement in the dispute, but who have the authority to resolve the dispute, attempt to negotiate a resolution of the dispute for an additional fifteen (15) days.
- (b) Mediation.
 - (i) In the event that the Parties are unable to resolve any dispute through negotiation, the Parties agree to mediate any such dispute. The Parties agree that mediation shall be conducted promptly and efficiently in an effort to resolve any such dispute.
 - (ii) Any Party desiring to invoke mediation shall send notice to the other Party regarding the issues to be mediated. The Parties shall, within ten (10) days of such notice, agree upon a mutually acceptable mediator who shall be independent and impartial, have full authority to implement the process required by this paragraph, and have full authority to schedule meetings and to require the production or exchange of relevant information as is necessary to promptly resolve the dispute. The Parties shall pay the cost of the mediator equally.
 - (iii) Any compromise achieved through mediation shall be memorialized in a report rendered by the mediator. In the event that the dispute is not resolved through mediation within sixty (60) days after the mediator has been

appointed, the mediator shall render a report regarding the nature of this dispute, the mediator's opinion as to how the dispute should be resolved, and the mediator's opinion regarding which Party is at fault in the dispute. The report rendered by the mediator shall be non-binding and shall not be admissible in court against either Party, except in connection with an application for attorney's fees as provided below.

- (iv) Any time limit in this paragraph may be extended by mutual agreement of the Parties.
- (c) Judicial Relief. In the event any controversy between the Parties hereto involving the construction or application of any terms, covenants or conditions of this Agreement, or any claims arising out of or relating to this Agreement, or the breach or default hereof or thereof, not resolved by negotiation or mediation pursuant to Sections 11 (a) and (b), either party may seek a judicial relief.
- (d) Availability of Judicial Relief and Consent to Jurisdiction. In addition to any rights or remedies that the Parties might otherwise be entitled to invoke, the Parties may seek specific enforcement of any provision of this Agreement or injunctive relief in a legal or equitable proceeding. For purposes of the preceding sentence, the Parties and their assigns agree that judicial relief shall be sought in any state or federal court located in the State of Maine in connection with any proceeding or action arising from or relating to this Agreement or the agreements referred to herein. In the event a Party commences any action in another jurisdiction or venue under any tort or contract theory arising directly or indirectly from the relationship created by this Agreement, the other Parties at their option shall be entitled to have the case transferred to the jurisdiction and one of the venues above-described, or if such transfer cannot be accomplished under applicable law, to have such case dismissed without prejudice.

12. Miscellaneous

- (a) Assignment. This Agreement may not be assigned by any Party without the prior written consent of the others, which consent may not be unreasonably withheld; notwithstanding the foregoing, NEWSME shall have the right to assign this Agreement without the consent of the other Parties (i) to any affiliate provided that NEWSME remains fully liable hereunder and provides reasonable assurances of the same to the State and the City in connection with any such assignment, or (ii) in connection with the sale of all or substantially all of the assets of NEWSME (or those of its ultimate parent, Casella Waste Systems, Inc.) provided, however, in the event of such a sale, NEWSME shall provide advance notice to the City and the State if in the judgment of NEWSME's counsel such notice may be given without violating securities or other applicable laws.
- (b) Cumulative Remedies. The specified remedies available to a Party under this Agreement are not exclusive of any other remedies or means of redress to which

such Party may be lawfully entitled in the event of any breach or threatened breach by the other Party of any provision(s) of this Agreement.

- (c) Captions and Headings. Captions and headings contained in this Agreement are inserted for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision or of the scope or intent of this Agreement, nor in any way to affect this Agreement.
- (d) Amendments and Modifications. This agreement shall not be amended, modified or changed, except pursuant to an agreement in writing signed by or on behalf of the party against whom enforcement of the amendment, modification or change is sought.
- (e) Notices. All notices or other communications required or permitted hereunder shall be in writing and may be given by personal delivery, by overnight express delivery, or by registered or certified U.S. mail, postage prepaid, return receipt requested, properly addressed as follows:

To the State:

Executive Department
Bureau of General Services
38 State House Station
Augusta, ME 04333-0038
Attention: Director

With a copy to:

William Laubenstein, Esq.
Office of Attorney General
6 State House Station
Augusta, ME 04333-0006

To NEWSME:

Brian Oliver
Vice-President
NEWSME Landfill Operations, LLC
110 Main Street, Suite 1308
Saco, Maine 04072

With a copy to:

Thomas R. Doyle, Esq.
Pierce Atwood
254 Commercial Street
Portland, ME 04101

To City of Old Town:

City Manager
City of Old Town
150 Brunswick Street
Old Town, ME 04468

With a copy to:

James Katsiaficas, Esq.
Perkins Thompson
One Canal Plaza
PO Box 426
Portland, ME 04112-0426

Any Party may change the address to which notices are required to be sent by giving notice of such change in the manner provided in this Section 12. All notices

shall be deemed to have been received on the date of delivery if service is made in person, on the day after sent by overnight express delivery service, or on the third (3rd) business day after mailing in accordance with this Section 12, except that any notice of a change of address shall be effective only upon actual receipt.

- (f) Strict Performance. The failure of any Party to insist on the strict performance of any of the terms, covenants and provisions of this Agreement or to exercise any right, remedy or option herein contained shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition, provision, right, remedy or option.
- (g) Severability. In the event that any one or more of the terms or provisions of this Agreement shall for any reason be held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable in any respect, in whole or in part, such invalidity, illegality or unenforceability shall not affect any other terms or provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable term or provision had never been contained herein, provided that it is the intention of the Parties that, in lieu of such term or provision held to be invalid, illegal or unenforceable, there shall be added by mutual agreement as a part of this Agreement a term or provision as similar in term to such illegal, invalid or unenforceable term or provision as may be possible, valid, legal and enforceable.
- (h) Construction. Words connoting the singular number shall include the plural in each case, and vice versa, and words connoting persons shall include corporations, companies, firms or other entities. The terms “herein”, “hereunder”, “hereby”, “hereof” and any similar terms shall refer to this Agreement; the term “heretofore” shall mean before the date of execution of this Agreement. This Agreement is the result of joint negotiations and drafting and no part of this Agreement shall be construed as the product of anyone of the Parties hereto.
- (i) Entire Agreement. This Agreement constitutes the entire agreement among the State, City, and NEWSME with respect to the subject matter hereof, and supersedes all prior or contemporaneous negotiations, representations, understandings and agreements, whether written or oral, among the Parties with respect to the subject matter hereof.
- (j) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes, but all of which together shall constitute one and the same agreement.
- (k) Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Maine, without regard to the conflicts of law principles of such State.

- (l) Binding Effect; No Third Party Rights. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective legal representatives, successors (whether by sale, assignment, transfer, merger, other acquisition, operation of law, or court ruling) and/or permitted assigns. Subject to the foregoing, nothing in this Agreement shall be construed to confer any benefit on, or create any obligation, duty or liability to, or create any standard of care with respect to, any person, firm or entity not a Party to this Agreement.
- (m) Authority of Parties. Each Party hereto represents and warrants that the individual who has executed this Agreement on its behalf has the full and complete authority to sign on behalf of such party for the purpose of duly binding such party to this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on and as of the date first above written.

Witnesses:

STATE OF MAINE

By: _____
Its

CITY OF OLD TOWN

By: _____
Its City Manager

NEWSME LANDFILL OPERATIONS, LLC

By: _____
Its



JULY 18, 2016

Immediately following the Economic Development Comm. Mtg.

**CITY OF OLD TOWN
PUBLIC SERVICES COMMITTEE
AGENDA**

**Old Town City Hall
Council Chambers, 2nd floor
265 Main Street, Old Town, Maine**

1. **Call to Order** (Please turn off or silent cell phones)
2. **Dilapidated Building**
51 Lincoln Street
3. **Adjournment**

FUTURE AGENDA ITEMS
Special Projects

Note: The Public Services Committee is composed of Councilors May (Chair), McLeod, Roach and Council President Mahan.

JULY 18, 2016

Immediately following the Public Services Committee



**CITY OF OLD TOWN
FINANCE COMMITTEE
AGENDA**

**City Hall-Council Chambers, 2nd Floor
265 Main Street-Old Town, ME**

1. **Call to Order** (Please silence or turn off cell phones)

2. **Fire Department-Ambulance**

Fire Chief Steve O'Malley is requesting a recommendation to the full Council for replacement of the 2010 Ambulance that has 145,000 miles. He has received 4 proposals.

3. **Police Department-New vehicle**

Police Chief Scott Wilcox is requesting a recommendation to the full Council to purchase one 2017 Ford Utility Police Interceptor vehicle. Three bids were received and he is recommending purchasing the low bid from Quirk Auto Group in the amount of \$29,836.00. Funds will come from Account #7000-0414 Capital Heavy Equipment Reserve.

4. **Kiwanis-Tipping Fees**

Waive tipping fees for their annual auction on July 21 – 23.

5. **JRL**

H2S Testing

6. **Stillwater Avenue**

Utility Connection

7. **Stillwater Avenue Paving**

Combined project with MDOT funding \$9,000.00 for Bennoch Road to Stillwater bridge

8. Main Street

Sidewalk Paving

9. Recreation Center

Ceiling tile safety issue

10. Adjournment

FUTURE AGENDA ITEMS

Heavy Equipment Replacement Capital Account Discussion

Public Safety, Library,

UDAG Loan Discussion

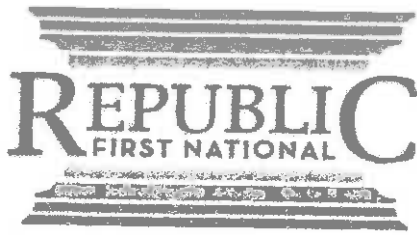
Foreclosures

IT-Phones, Upgrade, IT Staffing

Legislative Affairs

RSU #34 Update

Note: The Finance Committee is composed of Councilors McLeod (Chair), May, Nuttall and Council President Mahan.



2525 West State Road 114
Rochester, IN 46975
(800) 700-7878
Fax: (800) 865-8517

www.republicfirstnational.com

July 15, 2016

To: Ron Morin
Vendor: Sugarloaf Ambulance / Rescue Vehicles
From: Angie Deming

Customer: City of Old Town

Thanks for the opportunity to give you a quote on your latest project!

Equipment: One (1) New PL Custom Medallion Type III Ambulance

Unit Cost: \$176,655.00
Down Payment: \$36,000.00
Net Financed: \$140,655.00
Frequency of Payments: Annual

Term: 3
Payments: \$49,529.43
Factor: .35211
APR: 2.79%

Delivery Date: September, 2016
First Payment Due: July, 2017

The lease is to be executed within 14 days of the equipment purchase contract. The quote is subject to acceptance of our documentation and credit approval. Payments and rates reflect pre-application of escrow earnings and manufacturer discounts (if any); and are based upon vendor payments being made no earlier than above dates. Rates are subject to change with Treasury Bills of like-maturity prior to funding. The lease must qualify for Federal Income Tax Exempt status for the Lessor.

Sincerely,
Republic First National Corporation

Angie Deming
angie@rfnonline.com

"When results matter"

MEMO

Date: July 05, 2016

To: Finance Committee

From: Scott Wilcox, Police Chief

Cc: Bill Mayo, Patty Brochu

RE: Request for 1 new Police Vehicles

I am looking for a recommendation to the full Council to purchase one 2017 Ford Utility Police Interceptor Police Vehicles for the Police Department. We have requested three bids; they are Quirk Auto Group in Augusta for \$29,836.00; Darling's Ford in Bangor for \$30,532.00. and Varney GMC Bangor for \$34,900.00. These bids are the cost per vehicle.

I would recommend that we purchase the vehicle from Quirk Auto Group in August as they are the lowest bid. Funds will come from the #7000-0414 Capital Heavy Equipment Reserve.

Respectfully Submitted

Scott J Wilcox



JULY 18, 2016

Monday

7:00 P.M. or immediately following the Finance Comm. Mtg.

AGENDA
SPECIAL COUNCIL MEETING
City Council Chambers, 2nd Floor
265 Main Street-Old Town, Maine

- I. CALL TO ORDER (Please turn off or silence cell phones)**
- II. FLAG SALUTE**
- III. ROLL CALL**
- IV. Approval of the Minutes of the**
- V. PETITIONS, COMMUNICATIONS AND CITIZENS' REQUESTS**
- VI. REPORTS**
 - A. Council President**
 - B. Standing Committees (Finance, Public, Administrative & Economic Services; Landfill, Legislative, Sewer, Airport & Housing sub-committees)**
 - C. City Councilors**
 - D. City Attorney**
 - E. Special Committees**
 - F. City Manager**
- VII. CONSENT AGENDA (New Business items 1, 2 & 3)**
 - Suggested motion: Resolved, the Old Town City Council hereby approves the suggested motions under New Business items 1, 2 & 3 as presented.
 - (Councilor Nuttall)

VIII. PUBLIC HEARINGS AND SECOND READING OF ORDINANCES

1. The City Council will conduct a Public Hearing on a proposal to amend Chapter 2, titled Administration, Division 7, City Treasurer and Finance Officer by adding Section 96 Exempting Eligible Active Duty Military Personnel from Vehicle Excise Tax to the Ordinance.
- 1a. The City Council will consider scheduling a Second Reading for final approval on a proposal to amend Chapter 2, titled Administration, Division 7, City Treasurer and Finance Officer by adding Section 96 Exempting Eligible Active Duty Military Personnel from Vehicle Excise Tax to the Ordinance.

Suggested motion: Resolved, the Old Town City Council hereby approves scheduling a Second Reading for final approval for August 1, 2016 on a proposal to amend Chapter 2, titled Administration, Division 7, City Treasurer and Finance Officer by adding Section 96 Exempting Eligible Active Duty Military Personnel from Vehicle Excise Tax to the Ordinance.

(Councilor McLeod)

2. The City Council will conduct a Public Hearing and First Reading pertaining to the issuance of general obligation bonds and notes in amounts not to exceed \$3,000,000 for the purpose of financing all or a portion of the cost of any or all acquisition, design, construction, rehabilitation, upgrading and equipping of certain assets of the former Expera Mill.
- 2a. The City Council will consider scheduling a Second Reading for final approval pertaining to the issuance of bonds and notes.

Suggested motion: Resolved, the Old Town City Council hereby approves scheduling a Second Reading for final approval for July 28, 2016 pertaining to the issuance of general obligation bonds and notes in amounts not to exceed \$3,000,000 for the purpose of financing all or a portion of the cost of any or all acquisition, design, construction, rehabilitation, upgrading and equipping of certain assets of the former Expera Mill.

(Councilor May)

IX. OLD BUSINESS

X. NEW BUSINESS

1. The City Council will consider voting for two members to serve on the District 5 Maine Municipal Association's Legislative Policy Committee.

Suggested motion: Resolved, the Old Town City Council hereby votes for Thomas Perry of Orono and Charles Pray of Millinocket to serve on the District 5 Maine Municipal Association's Legislative Policy Committee, for term of July 1, 2016 to June 30, 2018.

2. The City Council will consider approving a three-year Contract between the Professional Firefighters of Old Town, IAOF, AFL-CIO, Local 1655 effective July 1, 2016 and expiring June 30, 2019.

Suggested motion: Resolved, the Old Town City Council hereby approves ratifying a three-year Contract between the Professional Firefighters of Old Town, IAOF, AFL-CIO, Local 1655 effective July 1, 2016 and expiring June 30, 2019.

3. The City Council will consider approval of a 3 year employment contract for the Maine Association of Police, Old Town Local Police Department as negotiated.

Suggested motion: Resolved, the Old Town City Council hereby approves a 3 year employment contact for the Maine Association of Police, Old Town Local Police Department as negotiated and effective July 1, 2016 and expiring June 30, 2019.

XI. ADJOURNMENT

CITY OF OLD TOWN, MAINE

**ORDINANCE
EXEMPTING ELIGIBLE ACTIVE DUTY MILITARY PERSONNEL
FROM VEHICLE EXCISE TAX**

Chapter 2, Division 7, City Treasurer and Finance Officer

Sec. 2-96

Section 1. Authority.

This ordinance is enacted pursuant to 36 M.R.S.A. § 1483-A, which expressly authorizes such ordinances.

Section 2. Excise tax exemption: 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 when permanently stationed outside the State of Maine or deployed for military service for a period of more than 180 days.

For purposes of this section, "deployed for military service" has the same meaning as in 26 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.

Section 3. Effective date: duration: applicability

This ordinance shall take effect as provided in Article II, Section 9 of the Old Town City Charter and shall remain in effect unless and until it or 36 M.R.S.A. §1483-A is repealed.

This ordinance shall apply to vehicle excise taxes otherwise falling due on or after January 1, 2016. Eligible members of the United States Armed Forces who have paid vehicle excise taxes to the City of Old Town on or after July 1, 2016 but prior to the effective date of this Ordinance, shall be entitled to a refund of those taxes upon submission of the required commanders' certification.

Ineligible members of the United States Armed Forces who have paid vehicle excise taxes to the City of Old Town on or after January 1, 2016, who subsequently become eligible for the period concerned due to an extension of the member's term of service, enlistment or deployment, shall be entitled to a refund of those taxes upon submission of the required commander's certification.