

# Agenda

## Winterport Town Council

<b>DATE</b>	May 16, 2023
<b>TIME</b>	7:00 PM
<b>LOCATION</b>	44 Main Street, Winterport

**1. COUNCIL MEMBERS IN ATTENDANCE**

**2. PLEDGE OF ALLEGIANCE**

**3. APPROVAL OF THE AGENDA**

**4. CONSENT AGENDA**

*1. SIGNATURES OF WARRANTS*

*2. APPROVAL OF MINUTES*

*3. COMMUNICATIONS*

*4. APPOINTMENTS & RESIGNATIONS*

*5. COMMITTEE MINUTES*

**5. PUBLIC COMMENTS**

**6. COMMITTEE REPORTS**

*1. PLANNING BOARD*

**7. UNFINISHED BUSINESS**

*1. DM & J CONTRACT*

**8. NEW BUSINESS**

**9. MANAGER'S REPORT**

**10. COUNCILOR'S COMMENTS**

**11. EXECUTIVE SESSION**

*1. M.R.S.A. 405(6)(A) / . M.R.S.A. 405(6)(C)*

**12. ADJOURNMENT**

# Minutes

## Winterport Town Council

DATE	April 26, 2023
TIME	8:00 PM
MEETING CALLED TO ORDER BY	Maggie English-Flanagan at 8:00 PM

### COUNCIL MEMBERS IN ATTENDANCE

*Chair – Maggie English-Flanagan*

*Councilor Stephen Cooper*

*Councilor Tammy Higgins*

*Councilor Ann Ronco*

### VOTE ON WARRANT ARTICLES

*Articles 1 – 6, 10-11, 14-16,23,25-26,30-31,33,35,37,42-43, 45*

**Motion:** *Councilor Ronco, 2<sup>nd</sup> Councilor Higgins*

**Vote:** *Passed – 4-0*

**Resolution:** *Approve Manager Ashey to make necessary amendments to the warrant articles as presented*

*Articles 7-9, 12-13, 17-22, 24, 28-29, 32, 34, 38-41,44*

**Motion:** *Councilor Ronco, 2<sup>nd</sup> Councilor Cooper*

**Vote:** *Passed – 4-0*

**Resolution:** *Approve Manager Ashey to make necessary amendments to the warrant articles as presented*

*Article 27*

**Motion:** *Councilor Ronco, 2<sup>nd</sup> Councilor Higgins*

**Vote:** *Passed – 3-1*

**Resolution:** *Approve Manager Ashey to make necessary amendments to the warrant articles as presented*

### ADJOURNMENT

*Meeting was adjourned at 8:10PM*

**Motion:** Councilor Ronco, 2<sup>nd</sup> Councilor Cooper

**Vote:** Passed – 4-0

**Resolution:**

Respectfully submitted,

*Casey J Ashey*

Town Manager

*Note: All Winterport Town Council Meetings are recorded. See audio recording for further information.*

# Appointments & Resignations

Shannon Toothaker – Recreation Board

**TOWN OF WINTERPORT  
BROADBAND COMMITTEE MINUTES  
TOWN CONFERENCE ROOM / ZOOM  
April 10, 2023 @ 6:30 PM**

**WINTERPORT COMMITTEE MEMBERS PRESENT:** Phil Higgins, Kevin Kelley, Ethan Tremblay, (Chair), Matt Williams.  
**FRANKFORT REPRESENTATIVE:** Joe Watson.  
**PROSPECT REPRESENTATIVE:** Brandy Bridges.  
**STOCKTON SPRINGS REPRESENTATIVE:** Mac Smith, Town Manager.  
**WINTERPORT TOWN MANAGER:** Casey Ashey.

**CALL TO ORDER:** April 10, 2023 @ 6:33 PM.

**APPROVAL OF MINUTES:**

- Motion to approve minutes March 27, 2023. 1<sup>st</sup> J. Watson 2<sup>nd</sup> P. Higgins. Motion carries.

**PUBLIC COMMENT:**

- No comments.

**MISSION STATEMENT:**

- "Affordable high-speed internet for all residents".

**SPEAKERS:**

- Internet Service Provider cancelled due to an unscheduled event. ISP has been rescheduled for the next meeting April 24, 2023.

**DISCUSSION:**

- Reviewed the latest speed tests for each town: Frankfort 15.99%, Stockton Springs 13.59%, Winterport 12.46%, Prospect 5.88%.
- WFS website received 155 visits and unique visits of 130.
- Town of Frankfort completed their annual town meeting and there was no discussion of of the broadband issue.
- Town of Winterport has an open town meeting scheduled for April 11, 2023 at 6:00 pm. Discussion will be about the potential expenditure of the ARPA funds.
- Island Institute has been contracted by Maine Connectivity Authority (MCA) to develop a digital equity plan for the state. Island Instute will be working with the Eastern Maine Development Corporation (EMDC) on the digital equity plan. The timeline to have the digital equity plan complete is within one to two months.
- The town of Prospect had over 200 respondents for their Strategic plan and the broadband issue was part of the survey. A positive response was reported to increase the band width within the town.
- Discussed the future marketing and education plan for the towns. Potential venues include informational meetings, surveys and mailers along with posting on the website. Research will be completed concerning marketing/education by the next meeting from MCA and Island Institute.
- The coalition is required to have community outreach to comply with the "Get Ready" grant beginning in the 2<sup>nd</sup> quarter.
- Reviewed the 1<sup>st</sup> quarterly report due to MCA for the "Get Ready "grant. The Chair will submit the quarterly report to MCA.
- The committee should be receiving updated information from the ISP within the week.
- Next meeting April 24, 2023, 6:30 PM.

**ADJOURNMENT:**

- Motion to adjourn at 7:28 pm. 1<sup>st</sup>, K. Kelley, 2<sup>nd</sup> M. Williams. Motion carries.

\_\_\_\_\_, Chair                      \_\_\_\_/\_\_\_\_/\_\_\_\_

Secretary: Kevin J. Kelley

## **Transportation and Disposal Contract**

This agreement is between the Town of Winterport hereinafter referred to as “The Town” and DM&J Waste Management, Inc, hereinafter referred to as “DM&J.” The Term of this agreement is one year commencing July 1, 2023, with a one-year renewal option. The one-year renewal option is dependant upon the completion of one year of satisfactory service and successful negotiation of rates for the option year.

### **DM&J agrees to:**

1. Provide transportation and disposal of The Town’s 45-yard closed top MSW container within 24 hours notification from The Town that a container is ready for shipment.
2. Provide one 50 cubic yard open top roll-off container, delivered to The Town’s transfer station, to be used for storage of acceptable demo debris and bulky waste.
3. Provide transportation of the Town’s containers within 4 working hours (working hours are 6am to 4pm) after notification from The Town that a container is ready for shipment.
4. Obtain and maintain public liability insurance with a single limit of liability of not less than \$1,000,000.00.
5. Obtain and maintain vehicular liability insurance covering all company owned vehicles to be used in the completion of this agreement with limits of coverage of not less than \$1,000,000.00.
6. Provide the Town with certificates of the insurance coverage described in items 4 & 5.
7. Meet with Town officials in May of 2024 to negotiate rates for the option year.

### **The Town agrees to:**

1. Load said containers with acceptable MSW material as defined the DEP.
2. Load said container(s) with acceptable demo debris material, acceptable metal material, acceptable recycling material and acceptable MSW material respectively. Acceptable/Non-acceptable material sheets attached.
3. Load said containers no more than to the maximum fill level (top of container).
4. Provide a minimum of a 4 hour notification of a container being ready for shipment. (working hours)
5. Meet with DM&J in May of 2024 to negotiate rates for the option year.
6. Pay DM&J the following rates within 30 days of receipt of invoice:

A. Transportation to PERC	MSW	\$400.00 per trip*
B. Transportation to JRL	MSW (BYPASS)	\$650.00 per trip*
C. Disposal	Demo Debris	\$105.00 per ton
D. Transportation	Demo Debris	\$125.00 per trip*
E. Rental	Demo Container	\$175.00 per month
F. Recycling	Metal	\$ 60.00 per ton**
G. Recycling	Single Sort	\$315.00 per ton***
H. Transportation	Ash	\$450.00 per trip
I. Sunday Service	Any container	\$100.00 per day

\* Fuel Surcharge Schedule applied to the transportation fee only per the schedule below. The fuel surcharge is based on the per gallon price of fuel at Dysart's Truck Center's (Hermon location) retail pump price on Monday mornings of each week.

<u>Fuel Price Per Gallon</u>	<u>Surcharge %</u>
Up to \$5.50	.00
\$5.51 - \$5.75	.04
\$5.76 - \$6.00	.08
\$6.01 - \$6.25	.12
\$6.26 - \$6.50	.16
\$6.51 - \$6.75	.20
\$6.76 - \$7.00	.24
\$7.01 - \$7.25	.28

\*\*DM&J Waste will pay The Town on a per ton basis for the metal generated at the Town's Transfer Station. The price per ton will be based on current metal market conditions and the costs of transporting the metal.

\*\*\*The cost of single sort recycling will rise & fall with the recycling markets. The price per ton will be based on recycling markets and the costs of transporting the recycling. If at any time the town would like to end their single sort recycling program, they would retain the option to do so.

The disposal and/or tipping fees in this agreement will be adjusted by any new taxes or fees imposed by local, state, or federal governments on or after the date of this contract. The disposal and/or tipping fees in this agreement will be adjusted by any increases in tipping fees received by the landfill or incineration facility after the date of this agreement.

In the event there is a closure or major restructure to the current MSW disposal facility utilized by DM&J, the MSW disposal and/or transportation rate may need to be renegotiated and agreed to by both parties in this agreement.

This Agreement represents the entire agreement of the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first set forth above.

\_\_\_\_\_  
Town Administrator/Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
For DM&J Waste Management, Inc.

\_\_\_\_\_  
Date

DM&J CONTRACT COMPARISON AND COST ANALYSIS

CONTRACT	DESCRIPTION	2020-2021	2021-2022	2022-2023	2023-2024	NOTES	ACCOUNT
TRANSPORTATION	MSW TO PERC	\$ 250.00	\$ 300.00	\$ 350.00	\$ 400.00	PER TRIP	60-90-10
RECYCLING	SINGLE SORT	\$ 188.00	\$ 165.00	\$ 205.00	\$ 315.00	PER TON	60-90-60
DISPOSAL	DEMO DEBRIS	\$ 85.00	\$ 85.00	\$ 92.00	\$ 105.00	PER TON	60-90-20
TRANSPORTATION	DEMO DEBRIS	\$ 75.00	\$ 75.00	\$ 100.00	\$ 125.00	PER TRIP	60-30-95
RENTAL	DEMO CONTAINER	\$ 100.00	\$ 125.00	\$ 175.00	\$ 175.00	PER MONTH	60-30-92
RECYCLING (METAL)	METAL	\$ 45.00	\$ 75.00	\$ 100.00	\$ 60.00	PER TON	REVENUE
TRANSPORTATION (ASH)	ASH TO JRL	\$ 300.00	\$ 350.00	\$ 400.00	\$ 650.00	PER TRIP	60-30-95
CONTAINER STORAGE	LAND LEASE	\$ 350.00	\$ 350.00	\$ 350.00		PER MONTH	REVENUE

ACCOUNT	22-23 Budget	% change			23-24 Budget	Change
60-90-10	\$ 105,000.00	14%			\$ 119,700.00	\$ 14,700.00
60-30-95	\$ 28,850.00	25%	Ash 1-yr 62.5%		\$ 36,312.00	\$ 7,462.00
60-90-60	\$ 27,350.00	54%			\$ 42,119.00	\$ 14,769.00
60-90-20	\$ 36,650.00	14%			\$ 41,781.00	\$ 5,131.00
60-30-92	\$ 2,100.00	0%			\$ -	\$ -
Land Lease	\$ 4,200.00	revenue				
metal	\$ 1,202.00	-40%			\$ 721.00	\$ (481.00)
					Total	\$ 42,062.00