

AGENDA

- ITEM 1.** Call to Order
- ITEM 2.** Consideration of the April 11, 2011 Council Meeting Minutes
- ITEM 3.** Consideration of the Agenda
- ITEM 4.** Comments from the Public
- ITEM 5.** New Business
 - a. Stormwater NEPDES Overview
 - b. Departmental Budget Review
- ITEM 6.** Unfinished Business
 - a. Grounds Maintenance RFP Summary
 - b. Community Center Energy Efficiency Proposals
 - c. Assessor's RFQ Discussion
 - d. Community Center Lease Discussion
- ITEM 7.** Additions by Council
- ITEM 8.** Manager's Report
- ITEM 9.** Requests for Information and Town Council Comments
- ITEM 10.** Review of Town Warrants 22 & 22A and Town Payroll 22
- ITEM 11.** Adjournment

Joseph Friedman
1 Veazie Villas
852-0933

Jonathan Parker
1149 Buck Hill Dr.
947-4740

Brian Perkins
1116 Chase Rd.
942-2609

Roderick Hathaway
203 Chickadee Drive
947-6207

David King
1081 Main Street
942-2376

AGENDA NOTES and MANAGER'S REPORT

For Monday April 25th @ 7 PM Veazie Council Chambers

ITEM 5A: Storm water NEPDES Overview:

Allan Thomas, the Stormwater Administrator, asked that an overview be given due to the fact that the overview at the last meeting was very narrow and overlooked some major work plan items. Allan plans on attending the session as well as the consultant from CES that has overseen many of the duties of the program.

ITEM 5B: Municipal Departmental Budget Review (Part 2):

Chairman Hathaway requested the continuation from the last meeting.

All department heads will be present to address any questions. Please refer to the last packet for information on all departments.

ITEM 6A: Grounds Maintenance RFP Summary:

Please find enclosed a copy of all the grounds maintenance submittals and summary sheet.

In general, there is a clear apparent low bidder – The By “Us” Company. Please find enclosed some print offs from the firms website.

All references have come back very positive.

Representatives of the company will be present to address any questions at the meeting.

In general, it's management's recommendation that the Town Council award the ground maintenance contract to “The By “US” Company for \$9,450 for FY 2011/2012 and \$12,600.00 for FY 2012/2013.

The recommended motion would be as follows:

Motion to Order the Town Manager to execute a two year grounds maintenance contract with “The By “US” Company for a sum of \$9,450 for FY 2011/2012 and \$12,600 for FY 2012/2013 as detailed in the proposal document dated 04.04.2011 entitled Grounds Maintenance Contract.

ITEM 6B: Community Center Energy Efficiency Proposals:

Please find enclosed copies of the proposals submitted and a memo from the Community Center Reuse Advisory Committee.

It would be recommended by management that the following motion be made: Motion to Order the Town Manager to award the window replacement award to Viking Glass for the sum \$10,350 with said funding to come from the Energy Efficiency Grant and the matching funds for the grant coming from the Economic Development Reserve Fund.

ITEM 6C: Assessor RFQ Discussion:

Please find enclosed a copy of the Assessors RFQ that has been submitted to the Town's attorney for his review. It was sent to him on April 13th. Also find enclosed a copy of an email sent to Cathy Conlow the City Manager of Bangor pertaining to the regional assessing effort. She was concerned since the Town Council voted for a resolution supporting the regional effort if there was a conflict with the resolve.

ITEM 6D: Community Center Lease Discussion:

Please find enclosed a copy of the community center lease. It has been a year. Management is now seeking direction from the Town Council on the board's wishes. It was noted that the rental rate might need to be adjusted due to the increased cost of heating fuel.

ITEM 7: Addition by Council:

None at the present time.

ITEM 8.

- a.) Please find enclosed Budget Committee minutes.
- b.) Please find enclosed an update memo from Karen Humphrey pertaining to online forms. The Parks and Recreation Director also found out that Orono Recreation doesn't do payments online. Registration can be done but no payments at the present time.
- c.) Please find enclosed three memos from the Public Works Director. The first one is a follow-up to the paving concerns on Arbor Drive, the Water District conducted the damage, most of which is on the State Street right of way, the second memo pertains to the cul de sac.

The last memo pertains to a proposed spring clean up day. If the Town Council wishes to discuss this matter and decides to have one - it looks as

if the budget can handle it and we can implement one.

- d.) Please find enclosed a memo from Recreation Director Rob Young regarding online recreation registration and payment.
- e.) Please find enclosed a copy of the budget process for the RSU.
- f.) Please find enclosed a flyer for the clean up day.
- g.) Please find enclosed a copy of a thank you note sent to the Police Department.
- h.) Please find enclosed a copy of a plowing complaint.
- i.) Please find enclosed an email pertaining to the Zumba issue.
- j.) The reminder cards again have the Rapid Renewal website sticker on them and they were just mailed out this week!

PRESENT: Chairman Hathaway, Councilor Friedman, Councilor Parker, Councilor Perkins, Councilor King, Manager W. Reed, Deputy Clerk K. Humphrey, Office Administrator J. Reed, Fire Chief G. Martin, Public Works Superintendent B. Stoyell, Police Chief M. Leonard, Parks & Recreation Director R. Young, Members of the Public.

ITEM 1. The April 11, 2011 Veazie Town Council meeting was called to order at 7:00PM.

ITEM 2. Consideration of the Minutes

Motion By: Councilor King—to accept the March 28, 2011 meeting minutes as written. Seconded: Councilor Friedman, Voted 5-0 in favor.

ITEM 3. Consideration of the Agenda

Manager Reed stated that there was a memo from the Fire Chief in front of them as well as a final municipal audit.

ITEM 4. Comments from the Public

There were no comments from the public.

ITEM 5a. Manager Review Discussion

It was the consensus of the Council to use the New Hampshire evaluation form and edit it for Veazie. Each Councilor will fill out their own evaluation form independently then put one together collectively and meet with the Manager at the next meeting depending on the Town Attorney's availability.

ITEM 6a. Municipal Departmental Budget Review

Chairman Hathaway outlined that when he looked at the budget that Public Works stood out to him. Manager Reed explained that the Town had not yet been billed by Lou Silver, Inc. for snow removal. That will decrease the remaining budget by about \$50,000.

Councilor Perkins stated that when they had the consultant in they received a lot of good info but he doesn't really want to spend \$25,000-\$30,000 on a study to increase efficiency. He would like to see the Manager be innovative and think outside the box.

There was discussion on the full timer counter clerk position that was formally a full-time position which was then cut to half-time and is now 2/5th time on average.

There was discussion on contracting out the assessing. Manager Reed outlined that he would rather see the Town do a regional approach rather than contracting out because it would afford the town a real person who is readily available to meet with people. Chairman Hathaway suggested drawing up an RFP and advertising so the Town can get a look at true costs. Councilor Perkins stated he would like to see Manager Reed see what the experiences of other small communities in Maine are. It was the consensus to have the Manager draw up an RFP.

There was discussion on online transactions plateauing. Councilor Friedman wondered if perhaps the Town needed to do a better job informing the public about these online services. Office Administrator Julie Reed outlined that the Town did at one time offered online payment for the Recreation Department however, only one person utilized it over a two year period.

Member of the public Todd Lynch stated that Orono uses an online signup and pay system. Recreation Director Rob Young stated he would check with Orono and see what they have.

Councilor Perkins inquired about what the stormwater job entailed. He asked if the Town contracted with CES, Inc. Manager Reed outlined that they contract with CES, Inc. and they do plans, check catch basins, do testing, check exit flows and do report writing. Councilor Friedman asked whether the Town could partner with Brewer or Orono on this item. Manager Reed said he would check on it.

Chairman Hathaway stated he would like to see the town report placed online rather than printing copies and mailing them to everyone. He would rather just mail the Town Warrant out.

There was discussion pertaining to increasing the recreation fees. Recreation Director Rob Young stated that he is planning on increasing the fee for summer recreation this year and in the fall increasing the after school program fee. Councilor Perkins inquired whether he had run the numbers to see how it will affect his budget. Director Young said he had not but would do so. He added that he too has also tried to think outside the box and has looked into the possibility of sharing transportation for field trips with Bangor and Orono. Chairman Hathaway wanted clarification on the collection of monies. Director Rob Young stated that he collects the money at the end of each week and it is kept in a box then brought to the Town Office to be processed and deposited. For those who do not pay they are charged a \$3 fee and invoiced. Chairman Hathaway mentioned how at YMCAs they can debit your checking account or credit card and if the Town could do something like that. Director Rob Young stated that he would do some research.

ITEM 6b. Communications Update

Manager Reed stated that the Water District has no problem with the Town putting an antenna on the water tower. He added that they have no desire to run power up there and they also want to keep their solar array separate from the Town's. Manager Reed outlined that the Superintendent just had to check with the manufacturer of the tank about mounting.

ITEM 6c. Road Bonding Discussion

Manager Reed went over two bonding options with the Council.

Councilor Friedman stated that he was against bonding. He did not want to commit the Town to a ten year process of paying back a bond. He added that in ten years the Town would be right back to the same place it is now. He outlined that the

Town use to fix a road a year and thought that citizens would be able to swallow that easier than a bond.

Councilor Parker suggested doing a combination of both; bond a lesser amount and also put money away each year in a capital account.

Member of the Public Pat Rice inquired whether there was any way Veazie could be a testing site for these new asphalt mixes. Manager Reed stated that the Town had been in the past and could look into it again.

There was discussion on doing a poll to see what the community thought. Possible ideas were sending out a postcard, putting a poll in the newsletter or placing a poll on the website.

ITEM 6d. Executive Session 1 MRSA 405(D) Discussion of Labor Contracts

Motion By: Councilor Perkins—to enter executive session under 1 MRSA 405(D) Discussion of Labor Contracts. Seconded: Councilor Parker, Voted 5-0 in favor.

Motion By: Councilor King—to reconvene public session. Seconded: Councilor Perkins, Voted 5-0 in favor.

ITEM 7. There were no additions by the Council

ITEM 8. Manager's Report

The Town Council reviewed the following items:

- a. copies of the final grounds maintenance contract RFP
- b. emails pertaining to snow plowing
- c. the first Solid Waste Advisory Committee applicant
- d. an informational update on the Risk Pool dividends and benefits

ITEM 9. Requests for Information and Town Council Comments

Councilor Friedman stated that he noticed there was no money in the street sweeping account and outlined that there are some intersections and sidewalks that need sweeping.

Councilor Friedman also stated that at the last Council meeting they discussed getting trash bins so people could bring their spring cleaning items down to dispose. Manager Reed stated that the Town could have a rolloff here for bulky items and one for metals. The one for metals would be free.

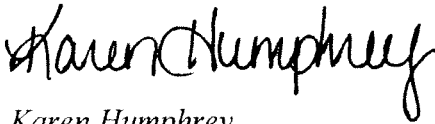
Councilor Friedman also pointed out that it was quite a mess at the intersection of Arbor and State Street where the Water District had dug up. Snow plows also dug up the ground at the end of Arbor Drive also.

Manager Reed stated that it needs to be addressed with the contractor what the Town is going to expect for “repairs” after a plowing season. He noted that the amount of curbing torn up this year is considerable.

ITEM 10. Warrants: Town Warrant 21 and Town Payroll 21 were circulated for signature.

ITEM 11. Adjournment: Motion: Councilor Friedman—to adjourn the April 11, 2011 Town Council Meeting. Seconded: Councilor King. There was no further discussion. Voted 5-0. Meeting adjourned 9:28 pm.

A true record, Attest:

A handwritten signature in black ink, appearing to read "Karen Humphrey". The signature is written in a cursive, flowing style.

*Karen Humphrey
Deputy Clerk
Town of Veazie*

COMPANY

BANGOR ABATEMENT INC.
CASEY'S LAWN SERVICE
HOPKINS LANDSCAPING
EASTERN MAINE SERVICES
NORTHEAST FACILITIES MANAGEMENT
PHILLIPS FARMS OF MAINE
STREET'S LANDSCAPING & LAWN CARE, INC.
THE BY "US" COMPANY

MUNICIPAL SCHOOL TOTAL

\$14,342.00 \$27,342.00
\$15,400.00 \$21,800.00
\$15,470.00 \$29,402.00
\$10,750.00 \$22,000.00
\$17,142.00 \$22,800.00
\$10,080.00 \$16,880.00
\$12,047.00 \$18,690.00
\$4,950.00 \$9,450.00

MUNICIPAL SCHOOL TOTAL

\$14,485.00 \$13,260.00 \$27,745.00
\$15,400.00 \$6,400.00 \$21,800.00
\$15,780.00 \$14,142.00 \$29,922.00
\$10,750.00 \$11,250.00 \$22,000.00
\$17,142.00 \$5,658.00 \$22,800.00
\$10,140.00 \$6,840.00 \$16,980.00
\$12,408.00 \$6,842.00 \$19,250.00
\$5,350.00 \$7,250.00 \$12,600.00

ITEM # 62

Town of Veazie

Bid Submission Sheet Grounds Maintenance Contract 04.04.2011

Contractor's Name Banger Abatement Inc.
Address 340 Main Rd South, P.O. Box 248 Hampden, ME 04441
Phone number 207-862-2824
Federal ID/ SS Number [REDACTED] MDOT Number _____

Any contract which may be the result of this bid will be between the Town of Veazie (referred to as "we" or "our") and you. When this bid submission and any resultant contract refers to you, it includes your employees and agents. The subject of this bid submission is grounds maintenance services. The Town of Veazie reserves all rights including but not limited: to the ability to modify, add or delete services proposed, to accept or reject any and all proposals and bids when deemed in the best interest of the Town of Veazie.

Services: What and when:

Provide grounds maintenance services for the municipal and school owned properties listed on the mowing site schedule attached. Services to begin on May 1, 2011, and continue until December 31, 2012. Seasonal clean ups at locations as indicated on the mowing site (schedule A) will also be required.

Independent Contractor

You and your agents and employees, during the performance of any resultant contract, shall act in an independent capacity and not as officers, employees, or agents of the Town. Any manpower needed to fulfill the obligations described under this bid shall be employed by you and you shall be solely responsible for complying with applicable state and Federal laws including, but not limited to, worker's compensation law, employment security law, and minimum wage law.

As an independent contractor, you will also be responsible for maintaining your equipment in a safe, operable, and legal condition.

As an independent contractor, you will be responsible for all bills for labor, materials, equipment, and fuel and any other items which are incurred in providing the services outlined below. The Town will not pay such bills.

As an independent contractor, you have the right and duty to supervise and control your employees, agents, and equipment. The Town personnel have the right to inspect mowing operations and notify you of any problems, errors, or non-performance.

THE CONTACTOR AGREES THAT IF YOUR BID SUBMISSION IS SUCCESSFUL:

General requirements:

- To furnish adequate and satisfactory equipment and manpower to maintain the required properties on a weekly basis.
- Grass will be cut at a height of 3" to minimize storm water runoff. Some areas are to maintained lower and is detailed on Schedule A
- The Contractor at all sites, to ensure visual appeal as determined by the Public Works director or his/her designee, will do weed trimming. Trimming is to maintained at the height of mowed grass and is to be done at the time of mowing.
- Any conflicts and problems found by the public works director or his or her designee shall be addressed within 24 hours.
- Unless the volume of grass clippings becomes too unsightly, it is preferred that clippings remain in place as mulch.
- Specific site requirements are included

Insurance:

To provide proof of the following insurance coverage:

- Worker's Compensation in accordance with Maine law.
- General Liability: \$ 500,000 each occurrence, \$ 5,000 medical expense (any one person), \$ 1,000,000 general aggregate, \$ 1,000,000 products – com/op aggregate, \$ 1,000,000 automobile liability – combined single limit (each accident).

Breach of contract:

If the contractor is in violation of any of the terms of this contract, or if the Town Manager, in conjunction with the Public Works Director, are of the opinion that the work described in this contract is being performed unsatisfactorily, the Town Manager or his/her designee shall notify the contractor by certified mail setting forth the basis for the Town's complaint. Upon receipt of such notice, the contractor shall have ten (10) calendar days to comply with the terms and conditions of the contract or rectify the unsatisfactory work. If, at the expiration of the ten (10) calendar day period the performance of the contractor is not in compliance with the terms of this contract, the Town Manager or his/her designee will, by certified letter, notify the contractor to discontinue all work to be performed under this contract. The Town may thereupon, by contract or otherwise, complete the work and the contractor will be liable for costs which exceed the rate provided in this contract. Such charges shall be deemed liquidated damages.

Indemnification:

You agree to defend, indemnify and hold harmless the Town, and its officers, agents or employees, harmless from any claim for death, injury, property damage, or other loss which may result from your performance of lawn care services.

Terms of the contract:

The terms of this contract is for the mowing seasons from May 1, 2011 through December 31, 2012, with an option to extend the contract for two (2) years or renewing the contract for five (5) years without returning to the bidding process. Payment for services shall be made on the Thursday following the regularly scheduled Town Council's meeting after the invoices are received.

For budgetary purposes, please break out the cost of the school and Veazie Community sports field mowing separate from the rest of the municipal properties.

Bid price:

Bid price for mowing and community collection - municipal

2011 mowing season 14,342.00

2012 mowing season 14,485.00

Bid price for Veazie Community School mowing, including Veazie Sports Field

2011 mowing season 13,000.00

2012 mowing season 13,260.00

Before the award of this contract, any bidder will be required to show they have or commit to have the necessary equipment, facilities, experience, ability and financial resources to perform the work in a manner satisfactory to the Town.

The Town of Veazie reserves the right to reject any and/or all bids and to again invite bids; to waive such formalities or informalities as do not affect or alter the substantive provisions thereof; and to negotiate with any bidder if fees will result in a favorable result for the Town; and to accept any bid deemed advantageous to the Town. The prices specified in this bid are considered valid for a period of 60 days from the stated date of bid opening.

K. Mc Cue

Date 4-20-11

Signature of Authorized Contractor's Representative

List A Mowing Schedule

Riverside Park – Old County Road

- Spring Clean up to power rake grounds, remove deadfall of limbs, and remove accumulated trash.
- Mowing, and trimming as described in the general requirements of this bid submission sheet.
- .
- Fall Clean up – power rake leaves, remove deadfall of leaves and remove leaves.

Cemetery – Fairview Cemetery all sections located off of US Route 2 – State Street

- Spring Clean up to power rake grounds, remove deadfall of limbs, and remove accumulated trash.
- Mowing and trimming as described in the general requirements of this bid submission sheet.
- Fall Clean up – Power raking of leaves, removal deadfall of leaves and remove leaves from site.

Veazie Community School Complex – Located on School Street

- Spring Clean up to power rake grounds, remove deadfall of limbs, and remove accumulated trash.
- Mowing, and trimming as described in the general requirements of this bid submission sheet.
- Fall Clean up – no special requirements

Municipal Office Complex – Main Street

- Spring Clean up to power rake grounds, remove deadfall of limbs, and remove accumulated trash.
- Mowing and trimming as described in the general requirements of this bid submission sheet.
- Fall Clean up – no special requirements

Municipal Playground – Flagg Street

- Spring Clean up to power rake grounds, remove deadfall of limbs, and remove accumulated trash.
 - Mowing, and trimming as described in the general requirements of the bid submission sheet.
 - Fall Clean up – no special requirements
-

Veazie Triangle – Intersection of Main Street, Railroad Tracks and State Street US Route 2

- Spring Clean up – none
- Mowing to be done bi weekly
- Fall Clean up – none
-

Veazie Informational Sign area – Intersection of May Street and State Street US Route 2

- Spring Clean up – none
- Mowing to be done bi weekly
- Fall Clean up - none

Eagle View Drive Entrance – School Street

- Spring Clean up – none
- Mowing to be done as described in the general requirements of the bid submission sheet.
- Fall Clean up – none

Veazie Community Sports Fields – School Street behind Veazie Community School complex and facing Main Street.

- Spring Clean up
 - Patch seeding as needed
- Mowing to be done to maintain length of approximately 1.5" in defined areas.
- Fall Clean up
 - aeration, and overseeding
- Base paths are to be defined by edging or other means. This is to be done annually – either as part of spring clean up or fall clean up.
- Fields need to be mowed the day before all Veazie Community School Activities and special events as detailed from the VCS athletic director and Parks and recreation director.

Weed Trimming- Various and as needed including but not limited to:

- Veazie Community School
 - Veazie Community Recreation Fields
 - Tennis Courts
 - All Community Parking lots
 - Veazie Triangle
 - Island by former Dang Property / Church parking lot
 - The Main Street Rail Road Bridge
 - The Veazie Community Signs 4 locations (Chase Rd, 3 on State street)
 - All of Fairview Cemetery where needed
 - Veazie Municipal Building Complex
-

List B Equipment

(Please list equipment below, including backup equipment)

3 Toro Riding Mowers

1 John Deere Riding Mower

1 Ariway All Wheel Riding Mower

6 Push Mowers

8 Gas Weed Wackers

3 Utility Trailers

2 Gas Powered Leaf Blowers

Numerous Rakes, Shovels, Clippers, etc

2 2001 Ford F150 Truck

1 2004 Ford F150 Truck

1 2004 Toyota 1/2 ton Truck

1 2001 Ford F150 8FT Bed Truck

1 2000 Chevy Express Van

1 2002 Dodge Dakota

1 2000 Chevy S10

BIDDER'S QUALIFICATION CERTIFICATE

The undersigned hereby certifies and submits the following qualifications:

Name and address (mailing & physical) Banger Abatement Inc.
P.O. Box 248, 340 Main Road South
Hampton, ME 04444

Number of years in the lawn care business under present firm name.

4 YEARS

Particular types of work performed by your company:

Grounds Maintenance

Janitorial

General Construction

LEAD ABATEMENT

List several recent municipal or private mowing contract references: (include at least 4 with the following information: contract amount, type, name & owner or contact and phone number)

Town of Corinth, Cemetery Mowing \$14,980.00, Town Manager 285-3271

MDOT Hampton, Rest Area Mowing/Landscaping \$149,949.96 Shaw Langley 592-2542

MDOT Medway, Rest Area Mowing/Landscaping \$89,949.96 Bob Watson 764-2060

MDOT Houlton, Rest Area Mowing/Landscaping \$89,949.96 Bob Watson 764-2060

Gross amount of contracts now in hand \$439,645.88

Bank reference(s): PEOPLES UNITED

T.D. BANK NORTH

By: K Mc C

Title: PRESIDENT

**TOWN OF VEAZIE
GROUNDS MAINTENANCE
REQUEST FOR PROPOSAL & QUALIFICATION NOTICE
FOR INTERESTED PARTIES**

The Town of Veazie is accepting proposals of intent from persons or businesses interested in the Town's Ground Maintenance Contract. The Contract would be initiated for services to begin in the spring of 2011. The first step in the process of submitting a proposal for providing the service the Council is requesting that all interested parties obtain and complete a qualification form and RFP packet. Information and forms can be obtained at the Veazie Town Office, 1084 Main Street, Veazie, Maine 04401 during normal business hours. Phone 207-947-2781, Fax 207-942-1654. The Veazie Town Council reserves the right to waive any requirement; to accept or reject any and all applications or RFP's at their discretion. Qualification forms and RFP's must be completed and received by the Veazie Town Office by 4:00 PM, April 20th, 2011.

April 2, 4, 2011

NOT A PUBLIC RECORD
NOT A PUBLIC RECORD

CERTIFICATE OF LIABILITY INSURANCE

08/26/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Heritage Insurance & Investment Svcs, LLC PO Box 536 West Farmington Me 04992	CONTACT NAME: Laura T Kwon PHONE (A/C, No, Ext): 207-778-6550 FAX (A/C, No): 888-308-9602 E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Rockhill Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Rockhill Insurance Company		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Rockhill Insurance Company															
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Bangor Abatement Kenneth McCue PO Box 248 Hampden ME 04444															

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY				RPKGE000322101	07/12/2010	07/12/2011	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
	<input type="checkbox"/>	CLAIMS-MADE	<input type="checkbox"/>	OCCUR				MED EXP (Any one person)	\$ 5,000
	<input type="checkbox"/>							PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/>							GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$ 2,000,000
<input type="checkbox"/>	POLICY	<input type="checkbox"/>	PRO-JECT	<input type="checkbox"/>	LOC			Pollution	\$ 1,000,000
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/>	ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/>	ALL OWNED AUTOS	<input type="checkbox"/>	SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/>	HIRED AUTOS	<input type="checkbox"/>	NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$
									\$
	<input type="checkbox"/>	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/>	EXCESS LIAB	<input type="checkbox"/>	OCCUR				AGGREGATE	\$
	<input type="checkbox"/>		<input type="checkbox"/>	CLAIMS-MADE					\$
	<input type="checkbox"/>	DED	<input type="checkbox"/>	RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							WC STATUTORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)		Y/N					E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below			N/A				E.L. DISEASE - EA EMPLOYEE	\$
								E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Lead Abatement & General Carpentry

Certificate Holder is named additional insured on the insurance coverage named above for claims arising out of the contractors performance of the contract herein.

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

PORTLAND, ME
WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY POLICY
DIVISION: ~~CONTRACTING~~

DECLARATIONS

Renewal of 1810063308

Policy No. 1810063308

1. Named Insured and Address: I0128975
BANGOR ABATEMENT
PO BOX 248
HAMPDEN, ME 04444

Producer Name and Address: 04012 18
DAWSON INSURANCE AGENCY
417 MAIN ST
PO BOX 715
BANGOR, ME 04401-6238

Fed Id: 010543112

Risk Id: 913183088

UIAN: 0204683000

Pay Plan: 04

Named Insured Is: CORPORATION

2. Policy Period:

From 2010/04/10 To 2011/04/10

Plan: STANDARD

12:01 A.M. standard at address of named insured

- 3.A. Workers' Compensation Insurance: Part one of the policy applies to the workers' compensation law of the states listed here: Maine
- B. Employers' Liability Insurance: Part two of the policy applies to work in each state listed in item 3.A. The limits of our liability under part two are:
- | | | |
|---------------------------|-----------|---------------|
| BODILY INJURY BY ACCIDENT | \$100,000 | EACH ACCIDENT |
| BODILY INJURY BY DISEASE | \$100,000 | EACH EMPLOYEE |
| BODILY INJURY BY DISEASE | \$500,000 | POLICY LIMIT |
- C. Other States Insurance: Part three of the policy applies to the states, if any, listed here: SEE WC 99 03 15 B
- D. This Policy Includes These Forms, Endorsements and Schedules:

SEE ATTACHED SCHEDULE OF FORMS AND ENDORSEMENTS

4. The premium for this policy will be determined by our manual of rules, classifications, rates and rating plans. All information required below is subject to verification and change by audit.

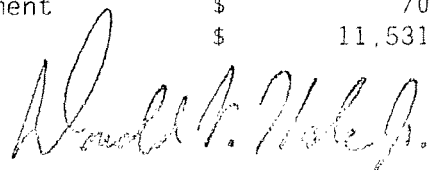
Classifications: SEE ATTACHED

This policy has been renewed subject to the rules and forms in effect as of the effective date of renewal.

Audit Period: ANNUAL

Premium For Increased Limits Part Two, If Applicable	\$.00
Total Premium Subject To The Experience Modification	\$	12,881.00
Premium Modified To Reflect Experience Mod Of 0.92	\$	11,851.00
Expense Constant Charge	\$	140.00
Other Premium Charges and Credits	\$	312.00-
Total Estimated Standard Premium	\$	11,679.00
Premium Discount, If Applicable	\$	708.00-
Other Premium Charges and Credits	\$.00
Minimum Premium	800.00	
Total Estimated Annual Premium	\$	10,971.00

E.P.L.I.	\$	256.00
WC Board Assessment	\$	234.00
SBF Assessment	\$	70.00
T O T A L	\$	11,531.00



COUNTERSIGNED:

2010/03/26

Insured's Copy

By

Authorized Representative

GENERAL INSURANCE COMPANY OF AMERICA

SEATTLE, WASHINGTON
COMMERCIAL INSURANCE POLICY

NAME
ADDRESS
CITY
STATE
ZIP

BANGOR ABATEMENT INC.
PO BOX 248
HAMPDEN, ME 04444

RENEWAL DECLARATIONS

POLICY NUMBER 24-CC-268690-2

RENEWAL OF 24-CC-268690-1 06-08

POLICY PERIOD FROM 06-27-10 TO 06-27-11 12:01 AM
STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

AGENT
NAME
AND
ADDRESS

NEWTEK INSURANCE AGENCY LLC
301 MEXICO BOULEVARD STE H3-A
RM 220
BROWNSVILLE, TX 78520
1210612 (866) 380-7007

THE TOTAL PREMIUM DUE FOR THE POLICY TERM IS \$1,210.00.
YOU WILL BE BILLED THROUGH YOUR CUSTOMER ACCOUNT #901-0385-853-01.
YOU NEED NOT PAY ANY PREMIUM AT THIS TIME. WE WILL SEND A BILLING
STATEMENT IN A SEPARATE MAILING.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, THE COMPANIES
INDICATED ON THE SPECIFIC COVERAGE PART DECLARATIONS AGREE WITH YOU TO PROVIDE THE INSURANCE AS
STATED IN THIS POLICY.

THIS RENEWAL SERVES THE SAME PURPOSE AS WRITING A NEW POLICY WITH THE SAME PROVISIONS, CONDITIONS
AND INSURING AGREEMENTS. THE INDIVIDUAL COVERAGE PART DECLARATIONS WHICH FOLLOW, LIST ALL OF THE
FORMS THAT APPLY TO YOUR RENEWAL AND THOSE, IF ANY, WHICH NO LONGER APPLY. ONLY NEW OR REVISED
FORMS ARE ATTACHED TO THIS RENEWAL. YOU MUST ADD THEM TO YOUR PRIOR POLICY.

COMMERCIAL AUTO COVERAGE PART	\$	1,210.00
		<hr/> 1,210.00

(DATE)

BY

(AUTHORIZED REPRESENTATIVE)

BUSINESS AUTO COVERAGE PART DECLARATIONS

PAGE BA 1

ITEM ONE -- NAMED INSURED:
BANGOR ABATEMENT INC.
FORM OF BUSINESS: CORPORATION

POLICY NUMBER: 24-CC-268690-2

ITEM TWO -- SCHEDULE OF COVERAGES AND COVERED AUTOS

THIS POLICY PROVIDES ONLY THOSE COVERAGES WHERE A CHARGE IS SHOWN IN THE PREMIUM COLUMN BELOW. EACH OF THESE COVERAGES WILL APPLY ONLY TO THOSE "AUTOS" SHOWN AS COVERED "AUTOS." "AUTOS" ARE SHOWN AS COVERED "AUTOS" FOR A PARTICULAR COVERAGE BY THE ENTRY OF ONE OR MORE OF THE SYMBOLS FROM THE COVERED AUTO SECTION OF THE BUSINESS AUTO COVERAGE FORM NEXT TO THE NAME OF THE COVERAGE.

COVERAGES	LIMIT OF INSURANCE	DEDUCTIBLE	COVERED AUTO SYMBOL	PREMIUM
LIABILITY	\$ 1,000,000		7	\$ 1,064.00
UNINSURED MOTORISTS	\$ 1,000,000		7	\$ 72.00
AUTO MEDICAL PAYMENTS	\$ 5,000		7	\$ 72.00
TERRORISM				\$ 2.00
ESTIMATED TOTAL PREMIUM				\$ 1,210.00

ITEM THREE -- SCHEDULE OF COVERED AUTOS YOU OWN

VEH NO.	CO*	YR	DESCRIPTION MAKE MODEL BODY	CLASS CODE, AND OTHER INTERESTS AUTO IDENTIFI- CATION NUMBER	COST NEW	CLASS CODE	OTHER INTER	GARAGE LOC: STATE/TERR
001	24	97	GMC 1500	1GTEC14W2VZ539787	\$ 16,587	031890		ME/126
002	24	04	TOYOTA 4X2	5TENL24N842377212	\$ 12,260	031890		ME/126

*INSURANCE COMPANY WITH RESPECT TO EACH AUTO IS DESIGNATED AS FOLLOWS:

24 GENERAL INSURANCE COMPANY OF AMERICA

LIMITS, DEDUCTIBLES, AND PREMIUMS

ABSENCE OF A DEDUCTIBLE OR LIMIT OF INSURANCE ENTRY IN A COLUMN BELOW MEANS THAT THE LIMIT OF INSURANCE OR DEDUCTIBLE ENTRY IN THE CORRESPONDING ITEM TWO COLUMN APPLIES INSTEAD.

AUTO NO.	COVERAGES	LIMIT OF INSURANCE	DEDUCTIBLE	PREMIUM
001	LIABILITY			\$ 532.00
	UNINSURED MOTORISTS			\$ 36.00
	AUTO MEDICAL PAYMENT			\$ 36.00
	AUTO PREMIUM TOTAL			\$ 604.00
002	LIABILITY			\$ 532.00
	UNINSURED MOTORISTS			\$ 36.00
	AUTO MEDICAL PAYMENT			\$ 36.00
	AUTO PREMIUM TOTAL			\$ 604.00

Town of Veazie

Bid Submission Sheet Grounds Maintenance Contract 04.04.2011

Contractor's Name Casey's Lawn Service
Address 14 Lemon St. Veazie, ME 04401
Phone number 570-3064
Federal ID/ SS Number [REDACTED] MDOT Number N/A

Any contract which may be the result of this bid will be between the Town of Veazie (referred to as "we" or "our") and you. When this bid submission and any resultant contract refers to you, it includes your employees and agents. The subject of this bid submission is grounds maintenance services. The Town of Veazie reserves all rights including but not limited: to the ability to modify, add or delete services proposed, to accept or reject any and all proposals and bids when deemed in the best interest of the Town of Veazie.

Services: What and when:

Provide grounds maintenance services for the municipal and school owned properties listed on the mowing site schedule attached. Services to begin on May 1, 2011, and continue until December 31, 2012. Seasonal clean ups at locations as indicated on the mowing site (schedule A) will also be required.

Independent Contractor

You and your agents and employees, during the performance of any resultant contract, shall act in an independent capacity and not as officers, employees, or agents of the Town. Any manpower needed to fulfill the obligations described under this bid shall be employed by you and you shall be solely responsible for complying with applicable state and Federal laws including, but not limited to, worker's compensation law, employment security law, and minimum wage law.

As an independent contractor, you will also be responsible for maintaining your equipment in a safe, operable, and legal condition.

As an independent contractor, you will be responsible for all bills for labor, materials, equipment, and fuel and any other items which are incurred in providing the services outlined below. The Town will not pay such bills.

As an independent contractor, you have the right and duty to supervise and control your employees, agents, and equipment. The Town personnel have the right to inspect mowing operations and notify you of any problems, errors, or non-performance.

THE CONTACTOR AGREES THAT IF YOUR BID SUBMISSION IS SUCCESSFUL:

General requirements:

- To furnish adequate and satisfactory equipment and manpower to maintain the required properties on a weekly basis.
- Grass will be cut at a height of 3" to minimize storm water runoff. Some areas are to maintained lower and is detailed on Schedule A
- The Contractor at all sites, to ensure visual appeal as determined by the Public Works director or his/her designee, will do weed trimming. Trimming is to maintained at the height of mowed grass and is to be done at the time of mowing.
- Any conflicts and problems found by the public works director or his or her designee shall be addressed within 24 hours.
- Unless the volume of grass clippings becomes too unsightly, it is preferred that clippings remain in place as mulch.
- Specific site requirements are included

Insurance:

To provide proof of the following insurance coverage:

- Worker's Compensation in accordance with Maine law.
- General Liability: \$ 500,000 each occurrence, \$ 5,000 medical expense (any one person), \$ 1,000,000 general aggregate, \$ 1,000,000 products – com/op aggregate, \$ 1,000,000 automobile liability – combined single limit (each accident).

Breach of contract:

If the contractor is in violation of any of the terms of this contract, or if the Town Manager, in conjunction with the Public Works Director, are of the opinion that the work described in this contract is being performed unsatisfactorily, the Town Manager or his/her designee shall notify the contractor by certified mail setting forth the basis for the Town's complaint. Upon receipt of such notice, the contractor shall have ten (10) calendar days to comply with the terms and conditions of the contract or rectify the unsatisfactory work. If, at the expiration of the ten (10) calendar day period the performance of the contractor is not in compliance with the terms of this contract, the Town Manager or his/her designee will, by certified letter, notify the contractor to discontinue all work to be performed under this contract. The Town may thereupon, by contract or otherwise, complete the work and the contractor will be liable for costs which exceed the rate provided in this contract. Such charges shall be deemed liquidated damages.

List A

Mowing Schedule

Riverside Park – Old County Road

- Spring Clean up to power rake grounds, remove deadfall of limbs, and remove accumulated trash.
- Mowing, and trimming as described in the general requirements of this bid submission sheet.
- .
- Fall Clean up – power rake leaves, remove deadfall of leaves and remove leaves.

Cemetery – Fairview Cemetery all sections located off of US Route 2 – State Street

- Spring Clean up to power rake grounds, remove deadfall of limbs, and remove accumulated trash.
- Mowing and trimming as described in the general requirements of this bid submission sheet.
- Fall Clean up – Power raking of leaves, removal deadfall of leaves and remove leaves from site.

Veazie Community School Complex – Located on School Street

- Spring Clean up to power rake grounds, remove deadfall of limbs, and remove accumulated trash.
- Mowing, and trimming as described in the general requirements of this bid submission sheet.
- Fall Clean up – no special requirements

Municipal Office Complex – Main Street

- Spring Clean up to power rake grounds, remove deadfall of limbs, and remove accumulated trash.
- Mowing and trimming as described in the general requirements of this bid submission sheet.
- Fall Clean up – no special requirements

Municipal Playground – Flagg Street

- Spring Clean up to power rake grounds, remove deadfall of limbs, and remove accumulated trash.
 - Mowing, and trimming as described in the general requirements of the bid submission sheet.
 - Fall Clean up – no special requirements
-

Veazie Triangle – Intersection of Main Street, Railroad Tracks and State Street US Route 2

- Spring Clean up – none
- Mowing to be done bi weekly
- Fall Clean up – none
-

Veazie Informational Sign area – Intersection of May Street and State Street US Route 2

- Spring Clean up – none
- Mowing to be done bi weekly
- Fall Clean up - none

Eagle View Drive Entrance – School Street

- Spring Clean up – none
- Mowing to be done as described in the general requirements of the bid submission sheet.
- Fall Clean up – none

Veazie Community Sports Fields – School Street behind Veazie Community School complex and facing Main Street.

- Spring Clean up
 - Patch seeding as needed
- Mowing to be done to maintain length of approximately 1.5” in defined areas.
- Fall Clean up
 - aeration, and overseeding
- Base paths are to be defined by edging or other means. This is to be done annually – either as part of spring clean up or fall clean up.
- Fields need to be mowed the day before all Veazie Community School Activities and special events as detailed from the VCS athletic director and Parks and recreation director.

Weed Trimming- Various and as needed including but not limited to:

- Veazie Community School
 - Veazie Community Recreation Fields
 - Tennis Courts
 - All Community Parking lots
 - Veazie Triangle
 - Island by former Dang Property / Church parking lot
 - The Main Street Rail Road Bridge
 - The Veazie Community Signs 4 locations (Chase Rd, 3 on State street)
 - All of Fairview Cemetery where needed
 - Veazie Municipal Building Complex
-

Indemnification:

You agree to defend, indemnify and hold harmless the Town, and its officers, agents or employees, harmless from any claim for death, injury, property damage, or other loss which may result from your performance of lawn care services.

Terms of the contract:

The terms of this contract is for the mowing seasons from May 1, 2011 through December 31, 2012, with an option to extend the contract for two (2) years or renewing the contract for five (5) years without returning to the bidding process. Payment for services shall be made on the Thursday following the regularly scheduled Town Council's meeting after the invoices are received.

For budgetary purposes, please break out the cost of the school and Veazie Community sports field mowing separate from the rest of the municipal properties.

Bid price:

Bid price for mowing and community collection - municipal

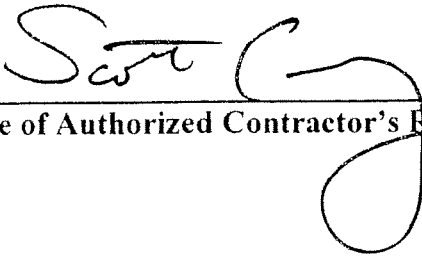
2011 mowing season	<u>\$ 15,400</u>
2012 mowing season	<u>\$ 15,400</u>

Bid price for Veazie Community School mowing, including Veazie Sports Field

2011 mowing season	<u>\$ 6,400</u>
2012 mowing season	<u>\$ 6,400</u>

Before the award of this contract, any bidder will be required to show they have or commit to have the necessary equipment, facilities, experience, ability and financial resources to perform the work in a manner satisfactory to the Town.

The Town of Veazie reserves the right to reject any and/or all bids and to again invite bids; to waive such formalities or informalities as do not affect or alter the substantive provisions thereof; and to negotiate with any bidder it feels will result in a favorable result for the Town; and to accept any bid deemed advantageous to the Town. The prices specified in this bid are considered valid for a period of 60 days from the stated date of bid opening.



Date 4/13/11

Signature of Authorized Contractor's Representative

List B Equipment

(Please list equipment below, including backup equipment)

2006 Ford F-250 XLT

2005 Ford Ranger XLT

Exmark 60" Zero turn mower

Exmark 48" Zero turn mower

Exmark 36" walk behind mower

(4) 21" walk behind push mowers

10' x 6' landscape trailer

8' x 5' Heavy duty utility trailer

(2) Echo PAS 265 power units

- Attachments trimmer heads, power rakes
pole saw

(1) Echo GT200R string trimmer

Craftsman leaf blower

Johnsonred 2050 Turbo chainsaw

Hand tools including rakes, shovels, brooms
spades, pruners etc.

BIDDER'S QUALIFICATION CERTIFICATE

The undersigned hereby certifies and submits the following qualifications:

Name and address (mailing & physical) Scott Casey
14 Lemon St.
Veggie, ME 04401

Number of years in the lawn care business under present firm name.

2 years as "Casey's Lawn Service" 5 years total

Particular types of work performed by your company:

Lawn mowing Yard waste clean ups
Trimming
Landscape Maintenance
Light landscape installation

List several recent municipal or private mowing contract references: (include at least 4 with the following information: contract amount, type, name & owner or contact and phone number)

James Lavoie Old Town United Methodist church 55/wk 827-2195
Dr. Harold Brown 35/wk 942-5916
Jason Sancier Old Town public works reference 827-3974
Joe King Jr. Veggie Salmon Club 35/wk 942-6430

Gross amount of contracts now in hand 10,000 - 12,000

Bank reference(s): Bangor Savings Bank

By: Scott Casey
Title: Co-owner/operator

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/31/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Darlings Agency LLC 96 Parkway South Unit 1 Brewer ME 04412	CONTACT NAME: Laurel Wentworth-Roach, CIC PHONE (A/C, No, Ext): (207) 992-1720 FAX (A/C, No): (207) 941-1241 E-MAIL ADDRESS: LaurelWentworth@darlings.com PRODUCER CUSTOMER ID #: 00006731														
INSURED SCOTT CASEY CASEY LAWN SERVICE 14 LEMON ST VEAZIE ME 04401-7020	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Maine Mutual Group</td> <td>15997</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Maine Mutual Group	15997	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Maine Mutual Group	15997														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: CL1133101061

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			SC 0120390	2/3/2011	2/3/2012	EACH OCCURRENCE
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)
							\$ 250,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$ 5,000
							PERSONAL & ADV INJURY
							\$ 1,000,000
							GENERAL AGGREGATE
							\$ 2,000,000
							PRODUCTS - COMP/OP AGG
							\$ 2,000,000
	AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)
	<input type="checkbox"/> ALL OWNED AUTOS						\$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person)
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per accident)
							\$
							PROPERTY DAMAGE (Per accident)
							\$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE
	<input type="checkbox"/> OCCUR						\$
	EXCESS LIAB						AGGREGATE
	<input type="checkbox"/> CLAIMS-MADE						\$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						WC STATU-TORY LIMITS
	If yes, describe under DESCRIPTION OF OPERATIONS below						OTH-ER
							E.L. EACH ACCIDENT
							\$
							E.L. DISEASE - EA EMPLOYEE
							\$
							E.L. DISEASE - POLICY LIMIT
							\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

H Kirkbride, ACSR/HEA

Heather Kirkbride

Town of Veazie

Bid Submission Sheet Grounds Maintenance Contract 04.04.2011

Contractor's Name Hopkins Landscaping
Address 917 Blackstream Road Herman, ME 04401
Phone number (207) 848-7007
Federal ID/ SS Number [REDACTED] MDOT Number n/a

Any contract which may be the result of this bid will be between the Town of Veazie (referred to as "we" or "our") and you. When this bid submission and any resultant contract refers to you, it includes your employees and agents. The subject of this bid submission is grounds maintenance services. The Town of Veazie reserves all rights including but not limited: to the ability to modify, add or delete services proposed, to accept or reject any and all proposals and bids when deemed in the best interest of the Town of Veazie.

Services: What and when:

Provide grounds maintenance services for the municipal and school owned properties listed on the mowing site schedule attached. Services to begin on May 1, 2011, and continue until December 31, 2012. Seasonal clean ups at locations as indicated on the mowing site (schedule A) will also be required.

Independent Contractor

You and your agents and employees, during the performance of any resultant contract, shall act in an independent capacity and not as officers, employees, or agents of the Town. Any manpower needed to fulfill the obligations described under this bid shall be employed by you and you shall be solely responsible for complying with applicable state and Federal laws including, but not limited to, worker's compensation law, employment security law, and minimum wage law.

As an independent contractor, you will also be responsible for maintaining your equipment in a safe, operable, and legal condition.

As an independent contractor, you will be responsible for all bills for labor, materials, equipment, and fuel and any other items which are incurred in providing the services outlined below. The Town will not pay such bills.

As an independent contractor, you have the right and duty to supervise and control your employees, agents, and equipment. The Town personnel have the right to inspect mowing operations and notify you of any problems, errors, or non-performance.

THE CONTACTOR AGREES THAT IF YOUR BID SUBMISSION IS SUCCESSFUL:

General requirements:

- To furnish adequate and satisfactory equipment and manpower to maintain the required properties on a weekly basis.
- Grass will be cut at a height of 3" to minimize storm water runoff. Some areas are to maintained lower and is detailed on Schedule A
- The Contractor at all sites, to ensure visual appeal as determined by the Public Works director or his/her designee, will do weed trimming. Trimming is to maintained at the height of mowed grass and is to be done at the time of mowing.
- Any conflicts and problems found by the public works director or his or her designee shall be addressed within 24 hours.
- Unless the volume of grass clippings becomes too unsightly, it is preferred that clippings remain in place as mulch.
- Specific site requirements are included

Insurance:

To provide proof of the following insurance coverage:

- Worker's Compensation in accordance with Maine law.
- General Liability: \$ 500,000 each occurrence, \$ 5,000 medical expense (any one person), \$ 1,000,000 general aggregate, \$ 1,000,000 products – com/op aggregate, \$ 1,000,000 automobile liability – combined single limit (each accident).

Breach of contract:

If the contractor is in violation of any of the terms of this contract, or if the Town Manager, in conjunction with the Public Works Director, are of the opinion that the work described in this contract is being performed unsatisfactorily, the Town Manager or his/her designee shall notify the contractor by certified mail setting forth the basis for the Town's complaint. Upon receipt of such notice, the contractor shall have ten (10) calendar days to comply with the terms and conditions of the contract or rectify the unsatisfactory work. If, at the expiration of the ten (10) calendar day period the performance of the contractor is not in compliance with the terms of this contract, the Town Manager or his/her designee will, by certified letter, notify the contractor to discontinue all work to be performed under this contract. The Town may thereupon, by contract or otherwise, complete the work and the contractor will be liable for costs which exceed the rate provided in this contract. Such charges shall be deemed liquidated damages.

Indemnification:

You agree to defend, indemnify and hold harmless the Town, and its officers, agents or employees, harmless from any claim for death, injury, property damage, or other loss which may result from your performance of lawn care services.

Terms of the contract:

The terms of this contract is for the mowing seasons from May 1, 2011 through December 31, 2012, with an option to extend the contract for two (2) years or renewing the contract for five (5) years without returning to the bidding process. Payment for services shall be made on the Thursday following the regularly scheduled Town Council's meeting after the invoices are received.

For budgetary purposes, please break out the cost of the school and Veazie Community sports field mowing separate from the rest of the municipal properties.

Bid price:

Bid price for mowing and community collection - municipal

2011 mowing season	<u>\$15,470.00</u>
2012 mowing season	<u>\$15,780.00</u>

Bid price for Veazie Community School mowing, including Veazie Sports Field

2011 mowing season	<u>\$13,932.00</u>
2012 mowing season	<u>\$14,142.00</u>

Before the award of this contract, any bidder will be required to show they have or commit to have the necessary equipment, facilities, experience, ability and financial resources to perform the work in a manner satisfactory to the Town.

The Town of Veazie reserves the right to reject any and/or all bids and to again invite bids; to waive such formalities or informalities as do not affect or alter the substantive provisions thereof; and to negotiate with any bidder it fees will result in a favorable result for the Town; and to accept any bid deemed advantageous to the Town. The prices specified in this bid are considered valid for a period of 60 days from the stated date of bid opening.

Mike Horns
Signature of Authorized Contractor's Representative

Date 4/20/2011

Town of Veazie

Bid Submission Sheet Grounds Maintenance Contract

Contractor's Name David Linacher dba Eastern Maine Services

Address 171 Riverside Dr Eddington ME 04428

Phone number 207-478-9040

Federal ID/ SS Number [REDACTED] MDOT Number N/A

Any contract which may be the result of this bid will be between the Town of Veazie (referred to as "we" or "our") and you. When this bid submission and any resultant contract refers to you, it includes your employees and agents. The subject of this bid submission is grounds maintenance services. The Town of Veazie reserves all rights including but not limited: to the ability to modify, add or delete services proposed, to accept or reject any and all proposals and bids when deemed in the best interest of the Town of Veazie.

Services: What and when:

Provide grounds maintenance services for the municipal and school owned properties listed on the mowing site schedule attached. Services to begin on May 1, 2011, and continue until December 31, 2012. Seasonal clean ups at locations as indicated on the mowing site (schedule A) will also be required.

Independent Contractor

You and your agents and employees, during the performance of any resultant contract, shall act in an independent capacity and not as officers, employees, or agents of the Town. Any manpower needed to fulfill the obligations described under this bid shall be employed by you and you shall be solely responsible for complying with applicable state and Federal laws including, but not limited to, worker's compensation law, employment security law, and minimum wage law.

As an independent contractor, you will also be responsible for maintaining your equipment in a safe, operable, and legal condition.

As an independent contractor, you will be responsible for all bills for labor, materials, equipment, and fuel and any other items which are incurred in providing the services outlined below. The Town will not pay such bills.

As an independent contractor, you have the right and duty to supervise and control your employees, agents, and equipment. The Town personnel have the right to inspect mowing operations and notify you of any problems, errors, or non-performance.

THE CONTACTOR AGREES THAT IF YOUR BID SUBMISSION IS SUCCESSFUL:

General requirements:

- To furnish adequate and satisfactory equipment and manpower to maintain the required properties on a weekly basis.
- Grass will be cut at a height of 3" to minimize storm water runoff. Some areas are to maintained lower and is detailed on Schedule A
- The Contractor at all sites to ensure visual appeal as determined by the Public Works director or his/her designee will do weed trimming.
- The use of fertilizers and herbicides will be kept to a minimum, again to reduce contaminated runoff. If possible, use of organic or natural products is encouraged when needed. (The Town of Veazie will engage the fertilizer and herbicides vendor to work with the Contractor to maximize the best out come of care of the grounds)
- Unless the volume of grass clippings becomes too unsightly, it is preferred that clippings remain in place as mulch.
- Specific site requirements are included

Insurance:

To provide proof of the following insurance coverage:

- Worker's Compensation in accordance with Maine law.
- General Liability: \$ 500,000 each occurrence, \$ 5,000 medical expense (any one person), \$ 1,000,000 general aggregate, \$ 1,000,000 products – com/op aggregate, \$ 1,000,000 automobile liability – combined single limit (each accident).

Breach of contract:

If the contractor is in violation of any of the terms of this contract, or if the Town Manager, in conjunction with the Public Works Director, are of the opinion that the work described in this contract is being performed unsatisfactorily, the Town Manager or his/her designee shall notify the contractor by certified mail setting forth the basis for the Town's complaint. Upon receipt of such notice, the contractor shall have ten (10) calendar days to comply with the terms and conditions of the contract or rectify the unsatisfactory work. If, at the expiration of the ten (10) calendar day period the performance of the contractor is not in compliance with the terms of this contract, the Town Manager or his/her designee will, by certified letter, notify the contractor to discontinue all work to be performed under this contract. The Town may thereupon, by contract or otherwise, complete the work and the contractor will be liable for costs which exceed the rate provided in this contract. Such charges shall be deemed liquidated damages.

Indemnification:

Indemnification:

You agree to defend, indemnify and hold harmless the Town, and its officers, agents or employees, harmless from any claim for death, injury, property damage, or other loss which may result from your performance of lawn care services.

Terms of the contract:

The terms of this contract is for the mowing seasons from May 1, 2011 through December 31, 2012, with an option to extend the contract for two (2) years or renewing the contract for five (5) years without returning to the bidding process. Payment for services shall be made on the Thursday following the regularly scheduled Town Council's meeting after the invoices are received.

For budgetary purposes, please break out the cost of the school and Veazie Community sports field mowing separate from the rest of the municipal properties.

Bid price:**Bid price for mowing and community collection - municipal**

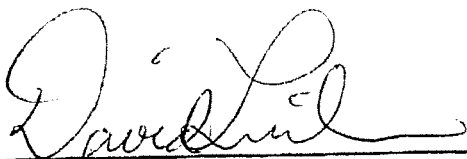
2011 mowing season \$ 10,750.00
2012 mowing season \$ 10,750.00

Bid price for Veazie Community School mowing, including Veazie Sports Field

2011 mowing season \$ 11,250.00
2012 mowing season \$ 11,250.00

Before the award of this contract, any bidder will be required to show they have or commit to have the necessary equipment, facilities, experience, ability and financial resources to perform the work in a manner satisfactory to the Town.

The Town of Veazie reserves the right to reject any and/or all bids and to again invite bids; to waive such formalities or informalities as do not affect or alter the substantive provisions thereof; and to negotiate with any bidder it feels will result in a favorable result for the Town; and to accept any bid deemed advantageous to the Town. The prices specified in this bid are considered valid for a period of 60 days from the stated date of bid opening.



Signature of Authorized Contractor's Representative

Date

4/12/11

BIDDER'S QUALIFICATION CERTIFICATE

The undersigned hereby certifies and submits the following qualifications:

Name and address (mailing & physical) David Limacher dba
Eastern Maine Services 26 Fowler Rd
Orrington ME 04474

Number of years in the lawn care business under present firm name.

One

Particular types of work performed by your company:

All Landscape services and landscape construction
projects

List several recent municipal or private mowing contract references: (include at least 4 with the following information: contract amount, type, name & owner or contact and phone number)

FOE 3177 Brewer Eagles Club - ~~735~~ 989-3177 attn Mike Ossewalt
RD Faulkner Brewer 989-3792 attn Brian
Marlene Thomas - Brewer 989-3162
Barbara Hill - Brewer

Gross amount of contracts now in hand 8

Bank reference(s): EMMC FCA

By:

Title:

David Limacher
Owner

List B Equipment

(Please list equipment below, including backup equipment)

(2) John Deere 757 2Trax 60"

1 " " 455 Tractor 60"

1 Ferris 14hp 48" Walk Behind Mower

3 String Trimmers

OR String Trimmer/Mower

2 Solo 474 Blowers

Eastern Maine Services

171-A Riverside Dr. Eddington, Maine 04428

Phone: (207) 478-9040

Fax: (207) 825-1049

E-mail: dlimacher@live.com

Experience:

2002-Present: **Owner of Eastern Maine Builders:** Renovating and Upgrading Residential and Commercial Properties consisting of the following...

- Complete Demolition, Remodeling, Painting and Finished Carpentry
- Rough Carpentry: Decks, Windows, Doors, Siding and Roofing
- Electrical Work, Heating and Plumbing
- Bought, Renovated, Restored and Sold Foreclosures.
- Apartment Owner and Manager

1990-2002: **Seasonal Services:** Co-Owner Operator and Manager of Seasonal Services Landscaping Company.

- Trained, Supervised and Managed Several Landscaping Crews
- Installed Lawns
- Installed Irrigation systems
- Planting of various Trees, Shrubs and Flowers
- Designing and Constructing Patios, Walkways, Retainer Walls, Raised Beds and Rock Culverts for Both Residential and Commercial Properties
- Commercial Grounds Maintenance
- Pavement Repair, Marking and Crack Filling
- Plowing and Snow Removal

Equipment Operation

- All Landscape Types of Equipment
- Heavy Equipment: Excavators, Back Hoes, Loaders, Bull Dozers

References:

Kathy Siering 10228 Bitney Springs Rd. Nevada City, CA 9595. (530)477-1798

Marlene Thomas 35 Sylvan Dr. Brewer, ME 04412. (207)989-3162

Barbra Hill 211 Washington St. Brewer, ME 04412. (207)989-4980

Eastern Maine Services

171-A Riverside Dr. Eddington, Maine 04428

Phone: (207) 478-9040

Fax: (207) 825-1049

E-mail: dlimacher@live.com

April 5, 2011

Hello,

I am writing to you to express my interest in maintaining your properties. I have been in this business for 22 years, formally as the co-owner of Seasonal Services. During the years I owned Seasonal Services, we maintained various large commercial ground maintenance ranging from Wal-Mart, Shaws, Olive Garden, Sams club, Leisure Living, and Orchard Hills. I know the grounds well and understand your expectations. I sold my portion of Seasonal Services in 2002 and I am building my own business that promises to deliver exceptional services at an affordable price.

Thank you for your consideration,

David Limacher

Town of Veazie

Bid Submission Sheet Grounds Maintenance Contract 04.04.2011

Contractor's Name NORTHEAST FACILITIES MANAGEMENT

Address 169 Hudson Rd. Bangor, ME 04401

Phone number 207.299.2169 OR 207.712.5723

Federal ID/ SS Number [REDACTED] MDOT Number

Any contract which may be the result of this bid will be between the Town of Veazie (referred to as "we" or "our") and you. When this bid submission and any resultant contract refers to you, it includes your employees and agents. The subject of this bid submission is grounds maintenance services. The Town of Veazie reserves all rights including but not limited: to the ability to modify, add or delete services proposed, to accept or reject any and all proposals and bids when deemed in the best interest of the Town of Veazie.

Services: What and when:

Provide grounds maintenance services for the municipal and school owned properties listed on the mowing site schedule attached. Services to begin on May 1, 2011, and continue until December 31, 2012. Seasonal clean ups at locations as indicated on the mowing site (schedule A) will also be required.

Independent Contractor

You and your agents and employees, during the performance of any resultant contract, shall act in an independent capacity and not as officers, employees, or agents of the Town. Any manpower needed to fulfill the obligations described under this bid shall be employed by you and you shall be solely responsible for complying with applicable state and Federal laws including, but not limited to, worker's compensation law, employment security law, and minimum wage law.

As an independent contractor, you will also be responsible for maintaining your equipment in a safe, operable, and legal condition.

As an independent contractor, you will be responsible for all bills for labor, materials, equipment, and fuel and any other items which are incurred in providing the services outlined below. The Town will not pay such bills.

As an independent contractor, you have the right and duty to supervise and control your employees, agents, and equipment. The Town personnel have the right to inspect mowing operations and notify you of any problems, errors, or non-performance.

THE CONTACTOR AGREES THAT IF YOUR BID SUBMISSION IS SUCCESSFUL:

General requirements:

- To furnish adequate and satisfactory equipment and manpower to maintain the required properties on a weekly basis.
- Grass will be cut at a height of 3" to minimize storm water runoff. Some areas are to maintained lower and is detailed on Schedule A
- The Contractor at all sites, to ensure visual appeal as determined by the Public Works director or his/her designee, will do weed trimming. Trimming is to maintained at the height of mowed grass and is to be done at the time of mowing.
- Any conflicts and problems found by the public works director or his or her designee shall be addressed within 24 hours.
- Unless the volume of grass clippings becomes too unsightly, it is preferred that clippings remain in place as mulch.
- Specific site requirements are included

Insurance:

To provide proof of the following insurance coverage:

- Worker's Compensation in accordance with Maine law.
- General Liability: \$ 500,000 each occurrence, \$ 5,000 medical expense (any one person), \$ 1,000,000 general aggregate, \$ 1,000,000 products – com/op aggregate, \$ 1,000,000 automobile liability – combined single limit (each accident).

Breach of contract:

If the contractor is in violation of any of the terms of this contract, or if the Town Manager, in conjunction with the Public Works Director, are of the opinion that the work described in this contract is being performed unsatisfactorily, the Town Manager or his/her designee shall notify the contractor by certified mail setting forth the basis for the Town's complaint. Upon receipt of such notice, the contractor shall have ten (10) calendar days to comply with the terms and conditions of the contract or rectify the unsatisfactory work. If, at the expiration of the ten (10) calendar day period the performance of the contractor is not in compliance with the terms of this contract, the Town Manager or his/her designee will, by certified letter, notify the contractor to discontinue all work to be performed under this contract. The Town may thereupon, by contract or otherwise, complete the work and the contractor will be liable for costs which exceed the rate provided in this contract. Such charges shall be deemed liquidated damages.



Indemnification:

You agree to defend, indemnify and hold harmless the Town, and its officers, agents or employees, harmless from any claim for death, injury, property damage, or other loss which may result from your performance of lawn care services.

Terms of the contract:

The terms of this contract is for the mowing seasons from May 1, 2011 through December 31, 2012, with an option to extend the contract for two (2) years or renewing the contract for five (5) years without returning to the bidding process. Payment for services shall be made on the Thursday following the regularly scheduled Town Council's meeting after the invoices are received.

For budgetary purposes, please break out the cost of the school and Veazie Community sports field mowing separate from the rest of the municipal properties.

Bid price:

Bid price for mowing and community collection - municipal

2011 mowing season \$ 17,142.00

2012 mowing season \$ 17,142.00

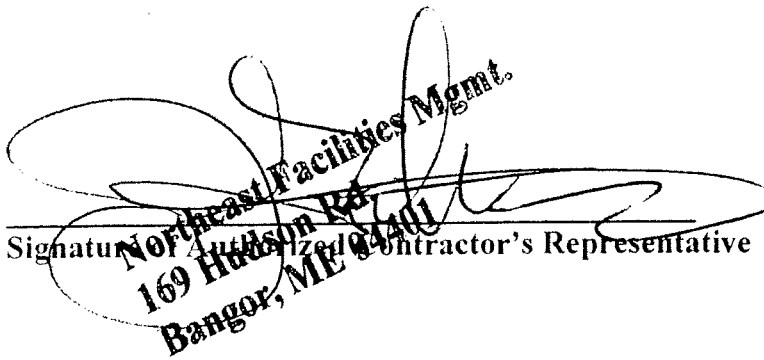
Bid price for Veazie Community School mowing, including Veazie Sports Field

2011 mowing season \$ 5,658.00

2012 mowing season \$ 5,658.00

Before the award of this contract, any bidder will be required to show they have or commit to have the necessary equipment, facilities, experience, ability and financial resources to perform the work in a manner satisfactory to the Town.

The Town of Veazie reserves the right to reject any and/or all bids and to again invite bids; to waive such formalities or informalities as do not affect or alter the substantive provisions thereof; and to negotiate with any bidder it feels will result in a favorable result for the Town; and to accept any bid deemed advantageous to the Town. The prices specified in this bid are considered valid for a period of 60 days from the stated date of bid opening.


Signature _____ Date 7-8-11
Northeast Facilities Mgmt.
169 Hudson Rd.
Bangor, ME 04401
Contractor's Representative



List A

Mowing Schedule

Riverside Park – Old County Road

- Spring Clean up to power rake grounds, remove deadfall of limbs, and remove accumulated trash.
- Mowing, and trimming as described in the general requirements of this bid submission sheet.
-
- Fall Clean up – power rake leaves, remove deadfall of leaves and remove leaves.

Cemetery – Fairview Cemetery all sections located off of US Route 2 – State Street

- Spring Clean up to power rake grounds, remove deadfall of limbs, and remove accumulated trash.
- Mowing and trimming as described in the general requirements of this bid submission sheet.
- Fall Clean up – Power raking of leaves, removal deadfall of leaves and remove leaves from site.

Veazie Community School Complex – Located on School Street

- Spring Clean up to power rake grounds, remove deadfall of limbs, and remove accumulated trash.
- Mowing, and trimming as described in the general requirements of this bid submission sheet.
- Fall Clean up – no special requirements

Municipal Office Complex – Main Street

- Spring Clean up to power rake grounds, remove deadfall of limbs, and remove accumulated trash.
- Mowing and trimming as described in the general requirements of this bid submission sheet.
- Fall Clean up – no special requirements

Municipal Playground – Flagg Street

- Spring Clean up to power rake grounds, remove deadfall of limbs, and remove accumulated trash.
- Mowing, and trimming as described in the general requirements of the bid submission sheet.
- Fall Clean up – no special requirements

Veazie Triangle – Intersection of Main Street, Railroad Tracks and State Street US Route 2

- Spring Clean up – none
- Mowing to be done bi weekly
- Fall Clean up – none
-

Veazie Informational Sign area – Intersection of May Street and State Street US Route 2

- Spring Clean up – none
- Mowing to be done bi weekly
- Fall Clean up - none

Eagle View Drive Entrance – School Street

- Spring Clean up – none
- Mowing to be done as described in the general requirements of the bid submission sheet.
- Fall Clean up – none

Veazie Community Sports Fields – School Street behind Veazie Community School complex and facing Main Street.

- Spring Clean up
 - Patch seeding as needed
- Mowing to be done to maintain length of approximately 1.5" in defined areas.
- Fall Clean up
 - aeration, and overseeding
- Base paths are to be defined by edging or other means. This is to be done annually – either as part of spring clean up or fall clean up.
- Fields need to be mowed the day before all Veazie Community School Activities and special events as detailed from the VCS athletic director and Parks and recreation director.

Weed Trimming- Various and as needed including but not limited to:

- Veazie Community School
- Veazie Community Recreation Fields
- Tennis Courts
- All Community Parking lots
- Veazie Triangle
- Island by former Dang Property / Church parking lot
- The Main Street Rail Road Bridge
- The Veazie Community Signs 4 locations (Chase Rd, 3 on State street)
- All of Fairview Cemetery where needed
- Veazie Municipal Building Complex

List B Equipment

(Please list equipment below, including backup equipment)

- John Deere 737 Z-TRAK 60 inch. Comm. Mower
- John Deere 757 Z-TRAK 52 inch. Comm. Mower
- Walker GHS Commercial Mower w/ collection System 48 inch
w/ Aerator
- w/ Dethatcher
- Bobcat 843 TRACK LOADER/SKIDSTEER
w/ FORKS, POWER BROOM, BUCKET, LAND PLOW
- Bobcat 643 Skidsteer
- (4) 2500 HD 3/4 GMC'S 2004-2008
- (1) 1 TON DUMP GMC 3500HD - 2011
- (1) F-600 6-8 yd. Dump
- (3) EQUIPMENT TRAILERS, (1) ENCLOSED TRAILER
- Echo POWER ATTACHMENTS (4)
 - POWERBROOM, weedwhacker
 - POLESAW, TRIMMER
- Little Wonder Turf Vacuum, Little Wonder Power Edger
- Turbo Turf - Hydro Seeder
- Case 450 Bulldozer, FURUKAWA FL-150 Loader (2.5 yd.)

BIDDER'S QUALIFICATION CERTIFICATE

The undersigned hereby certifies and submits the following qualifications:

Name and address (mailing & physical) _____

Northeast Facilities Mgmt.

169 Hudson Rd.

Bangor, ME 04401

Number of years in the lawn care business under present firm name.

8 yrs.

Particular types of work performed by your company: **Northeast Facilities Management**

169 Hudson Rd. • Bangor, Maine 04401
northeastfacilities@gmail.com

207.299.2169 • 207.942.1707-Office • 207.942.1706-Fax

- Mowing/Trimming
- Landscape Installation/Design
- Spring/Fall Clean-up
- Garages/Decks
- Roofing
- Plowing/Sanding

Loam • Mulch • Stone Delivered

List several recent municipal or private mowing contract references: (include at least 4 with the following information: contract amount, type, name & owner or contact and phone number)

Husson University - Ed Cossette 570-0623

99 RESTAURANT - KEVIN BOWEN 973-1999

STUDIO 510 - MARY FITZPATRICK 942-9560

PAPER N' CLAY - Kathy Wadleigh 745-2543

Gross amount of contracts now in hand 25,000 - 50,000

Bank reference(s): KEN WHITE - MACHIAS SAVINGS BANK VICE PRESIDENT

947-8666

By: _____

Title: _____

PRESIDENT

JAMES GALLANT



FARM & LANDSCAPE

Town of Veazie Council Members,

Thank you for the opportunity to bid on the Grounds Maintenance Contract for the Town of Veazie 2011 & 2012 seasons. Our 2011 seasonal staff will consist of at least six employees, three of which will be assigned to this contract, plus the owners. We will use all staff necessary to make sure your locations look particularly great for Memorial Day, Independence Day, and Labor Day weekends!

We appreciate the opportunity to bid on this contract. If you have any follow-up questions please call us at 667-8437 or 460-1322. Thank you very much for your time and consideration.

A handwritten signature in cursive script, appearing to read "Phillips", is positioned above the printed names.

Amy & Jeremy Phillips

**Phillips Farms of Maine, LLC
205 Branch Pond Road
Ellsworth, ME 04605**

**www.phillipsfarmsofmaine.com
info@phillipsfarmsofmaine.com
667-8437 460-1322**

TOWN OF VEAZIE

Bid Submission Sheet Grounds Maintenance Contract 04.04.2011

Contractor's Name **Phillips Farms of Maine, LLC**

Address **205 Branch Pond Road Ellsworth, ME 04605**

Phone number **207-667-8437 or 207-460-1322**

Federal ID/ SS Number **[REDACTED]**

Any contract which may be the result of this bid will be between the Town of Veazie (referred to as "we" or "our") and you. When this bid submission and any resultant contract refers to you, it includes your employees and agents. The subject of this bid submission is grounds maintenance services. The Town of Veazie reserves all rights including but not limited: to the ability to modify, add or delete services proposed, to accept or reject any and all proposals and bids when deemed in the best interest of the Town of Veazie.

Services: What and when:

Provide grounds maintenance services for the municipal and school owned properties listed on the mowing site schedule attached. Services to begin on May 1, 2011, and continue until December 31, 2012. Seasonal clean ups at locations as indicated on the mowing site (schedule A) will also be required.

Independent Contractor

You and your agents and employees, during the performance of any resultant contract, shall act in an independent capacity and not as officers, employees, or agents of the Town. Any manpower needed to fulfill the obligations described under this bid shall be employed by you and you shall be solely responsible for complying with applicable state and Federal laws including, but not limited to, worker's compensation law, employment security law, and minimum wage law.

As an independent contractor, you will also be responsible for maintaining your equipment in a safe, operable, and legal condition.

As an independent contractor, you will be responsible for all bills for labor, materials, equipment, and fuel and any other items which are incurred in providing the services outlined below. The Town will not pay such bills.

As an independent contractor, you have the right and duty to supervise and control your employees, agents, and equipment. The Town personnel have the right to inspect mowing operations and notify you of any problems, errors, or non-performance.

THE CONTACTOR AGREES THAT IF YOUR BID SUBMISSION IS SUCCESSFUL:

General requirements:

- To furnish adequate and satisfactory equipment and manpower to maintain the required properties on a weekly basis.
- Grass will be cut at a height of 3" to minimize storm water runoff. Some areas are to maintained lower and is detailed on Schedule A
- The Contractor at all sites, to ensure visual appeal as determined by the Public Works director or his/her designee, will do weed trimming. Trimming is to maintained at the height of mowed grass and is to be done at the time of mowing.
- Any conflicts and problems found by the public works director or his or her designee shall be addressed within 24 hours.
- Unless the volume of grass clippings becomes too unsightly, it is preferred that clippings remain in place as mulch.
- Specific site requirements are included

Insurance:

To provide proof of the following insurance coverage:

- Worker's Compensation in accordance with Maine law.
- General Liability: \$ 500,000 each occurrence, \$ 5,000 medical expense (any one person), \$ 1,000,000 general aggregate, \$ 1,000,000 products – com/op aggregate, \$ 1,000,000 automobile liability – combined single limit (each accident).

Breach of contract:

If the contractor is in violation of any of the terms of this contract, or if the Town Manager, in conjunction with the Public Works Director, are of the opinion that the work described in this contract is being performed unsatisfactorily, the Town Manager or his/her designee shall notify the contractor by certified mail setting forth the basis for the Town's complaint. Upon receipt of such notice, the contractor shall have ten (10) calendar days to comply with the terms and conditions of the contract or rectify the unsatisfactory work. If, at the expiration of the ten (10) calendar day period the performance of the contractor is not in compliance with the terms of this contract, the Town Manager or his/her designee will, by certified letter, notify the contractor to discontinue all work to be performed under this contract. The Town may thereupon, by contract or otherwise, complete the work and the contractor will be liable for costs which exceed the rate provided in this contract. Such charges shall be deemed liquidated damages.

Indemnification:

You agree to defend, indemnify and hold harmless the Town, and its officers, agents or employees, harmless from any claim for death, injury, property damage, or other loss which may result from your performance of lawn care services.

Terms of the contract:

The terms of this contract is for the mowing seasons from May 1, 2011 through December 31, 2012, with an option to extend the contract for two (2) years or renewing the contract for five (5) years without returning to the bidding process. Payment for services shall be made on the Thursday following the regularly scheduled Town Council's meeting after the invoices are received.

For budgetary purposes, please break out the cost of the school and Veazie Community sports field mowing separate from the rest of the municipal properties.

Bid price:

Bid price for mowing and community collection - municipal

2011 mowing season **\$10,080**

2012 mowing season **\$10,140**

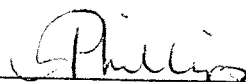
Bid price for Veazie Community School mowing, including Veazie Sports Field

2011 mowing season **\$6,800**

2012 mowing season **\$6,840**

Before the award of this contract, any bidder will be required to show they have or commit to have the necessary equipment, facilities, experience, ability and financial resources to perform the work in a manner satisfactory to the Town.

The Town of Veazie reserves the right to reject any and/or all bids and to again invite bids; to waive such formalities or informalities as do not affect or alter the substantive provisions thereof; and to negotiate with any bidder it feels will result in a favorable result for the Town; and to accept any bid deemed advantageous to the Town. The prices specified in this bid are considered valid for a period of 60 days from the stated date of bid opening.



Signature of Authorized Contractor's Representative Date 4/18/11

List A

Mowing Schedule

Riverside Park – Old County Road

- Spring Clean up to power rake grounds, remove deadfall of limbs, and remove accumulated trash.
- Mowing, and trimming as described in the general requirements of this bid submission sheet.
- .
- Fall Clean up – power rake leaves, remove deadfall of leaves and remove leaves.

Cemetery – Fairview Cemetery all sections located off of US Route 2 – State Street

- Spring Clean up to power rake grounds, remove deadfall of limbs, and remove accumulated trash.
- Mowing and trimming as described in the general requirements of this bid submission sheet.
- Fall Clean up – Power raking of leaves, removal deadfall of leaves and remove leaves from site.

Veazie Community School Complex – Located on School Street

- Spring Clean up to power rake grounds, remove deadfall of limbs, and remove accumulated trash.
- Mowing, and trimming as described in the general requirements of this bid submission sheet.
- Fall Clean up – no special requirements

Municipal Office Complex – Main Street

- Spring Clean up to power rake grounds, remove deadfall of limbs, and remove accumulated trash.
- Mowing and trimming as described in the general requirements of this bid submission sheet.
- Fall Clean up – no special requirements

Municipal Playground – Flagg Street

- Spring Clean up to power rake grounds, remove deadfall of limbs, and remove accumulated trash.
 - Mowing, and trimming as described in the general requirements of the bid submission sheet.
 - Fall Clean up – no special requirements
-

Veazie Triangle – Intersection of Main Street, Railroad Tracks and State Street US Route 2

- Spring Clean up – none
- Mowing to be done bi weekly
- Fall Clean up – none
-

Veazie Informational Sign area – Intersection of May Street and State Street US Route 2

- Spring Clean up – none
- Mowing to be done bi weekly
- Fall Clean up - none

Eagle View Drive Entrance – School Street

- Spring Clean up – none
- Mowing to be done as described in the general requirements of the bid submission sheet.
- Fall Clean up – none

Veazie Community Sports Fields – School Street behind Veazie Community School complex and facing Main Street.

- Spring Clean up
 - Patch seeding as needed
- Mowing to be done to maintain length of approximately 1.5” in defined areas.
- Fall Clean up
 - aeration, and overseeding
- Base paths are to be defined by edging or other means. This is to be done annually – either as part of spring clean up or fall clean up.
- Fields need to be mowed the day before all Veazie Community School Activities and special events as detailed from the VCS athletic director and Parks and recreation director.

Weed Trimming- Various and as needed including but not limited to:

- Veazie Community School
 - Veazie Community Recreation Fields
 - Tennis Courts
 - All Community Parking lots
 - Veazie Triangle
 - Island by former Dang Property / Church parking lot
 - The Main Street Rail Road Bridge
 - The Veazie Community Signs 4 locations (Chase Rd, 3 on State street)
 - All of Fairview Cemetery where needed
 - Veazie Municipal Building Complex
-

List B Equipment

(Please list equipment below, including backup equipment)

TRUCKS:

SIZE:	MAKE:	MODEL:	YEAR:
3500	Chevrolet	One-Ton Dump Body	2008
1500	Chevrolet	Sierra	2008
3500	Chevrolet	One-Ton Dump Body	2006
3500	Ford	One-Ton Dump Body	2004
1500	GMC	Sierra	2004
2500	GMC	Sierra	1997

MOWERS & ATTACHMENTS:

SIZE:	MAKE:	MODEL:	YEAR:
*48-60"	Exmark	Turbo Tracer	2011
48"	Exmark	Metro	2010
48"	John Deere	190	2005
42"	John Deere	365	2008
50"	Cub Cadet	Rider	2008
42"	Cub Cadet	Zero-Turn	2008
42"	Simplicity	Rider	
21"	Honda	HR216	2010
*21"	Honda	HR216	2011

*New items on order to be picked up later this month.

MOWING ACCESSORIES & MISC. EQUIPMENT:

6 – FS90	Stihl	Trimmers
3 – FS45	Stihl	Trimmers
2 – PAS260	Echo	Paddle Brooms
1 – PB720	Echo	Blower
1 – PB620	Echo	Blower
2 – BR600	Stihl	Blowers
1 – BG86	Stihl	Handheld Blower

BIDDER'S QUALIFICATION CERTIFICATE

The undersigned hereby certifies and submits the following qualifications:

Name and address (mailing & physical)

**Phillips Farms of Maine, LLC
205 Branch Pond Road
Ellsworth, ME 04605**

Number of years in the lawn care business under present firm name.

Three - Phillips Farms of Maine, LLC was established in 2008 (previously DBA Phillips Farms since 2006).

Particular types of work performed by your company:

We specialize in year round site management for commercial and residential properties, municipalities and associations. We offer a full range of landscaping, lawn care, tree work, excavation, and snow management. Several clients use our services for both home and business needs. In the Ellsworth area we provide landscape management services, including lawn care, for a grocery store, gas station, veterinary clinic, restaurant, and several other establishments.

List several recent municipal or private mowing contract references: (include at least 4 with the following information: contract amount, type, name & owner or contact and phone number)

Mainely Vinyl, Southwest Harbor Shoppes, & Private Residence – Owners Ed & Peg Davison

479-5242 \$9,100 Landscape & Lawn Care

Friends & Family Market and Private Residence – Owners Ron & Launa Picard

667-6708 \$7,000 Year Round Site Management (including Lawn Care)

City of Ellsworth - Michelle Beal, City Manager

667-2563 \$2,100 Annual Mowing at Old Dump (30 acres), Tree Installation

Ellsworth Veterinary Clinic – Owner Dr. Gene Toothaker

266-6972 \$3,400 Lawn Care & Snow Management

Comfort Inn - 2006-2009, sold to company w/internal maintenance

\$12,900 Year Round Site Management (including Lawn Care)

Pioneer Farm Way Association - Robert Sweet, President

610-1655 \$9,300 Year Round Road Maintenance, Excavation

Peggy Simpson Residential Lawn Care 667-5460

Mimi Nangle Residential Lawn Care 422-2345

Kenneth Bach Residential Lawn Care 667-5470

Bank reference(s):

The 1st, N.A. Debbie Scott, Ellsworth Branch 667-5526

By: Amy Phillips

Title: Owner



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/13/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

J.T. Rosborough, Inc.
214 Main Street
P.O. Box 548
Ellsworth ME 04605-0548

INSURED
Phillips Farms of Maine LLC
205 Branch Pond Road
Ellsworth ME 04605

CONTACT NAME: Lori Keyte

PHONE (A/C, No. Ext): (207) 667-7101

FAX (A/C, No): (207) 664-0581

E-MAIL ADDRESS: Lori@jtr-inc.com

PRODUCER CUSTOMER ID # 00009328

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A MMG Insurance Company

15997

INSURER B M.E.M.I.C.

INSURER C:

INSURER D:

INSURER E:

INSURER F:

REVISION NUMBER:

COVERAGES

CERTIFICATE NUMBER: CL1091304491

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		SC10972326	5/12/2010	5/12/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		KA10972326	5/12/2010	5/12/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000 Driver Other Car \$
	UMBRELLA LIAB EXCESS LIAB DEDUCTIBLE RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ WC STATU-TORY LIMITS \$ OTH-ER \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N N/A	1810088773	6/16/2010	6/16/2011	E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CANCELLATION

CERTIFICATE HOLDER

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lori Keyte/LORI



875 Woodland Ave
Old Town, ME 04468
207-827-1980

April 19, 2011

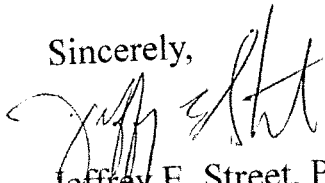
Town of Veazie
1084 Main Street
Veazie, ME 04401

Dear Sirs:

We at Street's Landscape & Lawn Care, Inc. would like to be considered for the grounds maintenance in the Town of Veazie for the 2011 & 2012 seasons. We have been in business for 11 years. Our work experience includes grounds maintenance in the towns of Bradley, Eddington, Alton and Milford.

I have attached a copy of our equipment list, and a certificate of insurance. Thank you for your time and consideration.

Sincerely,



Jeffrey E. Street, President

Town of Veazie

Bid Submission Sheet Grounds Maintenance Contract 04.04.2011

Contractor's Name Street's Landscape + Lawn Care, Inc.

Address 875 Woodland Ave Old Town, ME 04468

Phone number (207) 827-1980

Federal ID/ SS Number [REDACTED] MDOT Number [REDACTED]

Any contract which may be the result of this bid will be between the Town of Veazie (referred to as "we" or "our") and you. When this bid submission and any resultant contract refers to you, it includes your employees and agents. The subject of this bid submission is grounds maintenance services. The Town of Veazie reserves all rights including but not limited: to the ability to modify, add or delete services proposed, to accept or reject any and all proposals and bids when deemed in the best interest of the Town of Veazie.

Services: What and when:

Provide grounds maintenance services for the municipal and school owned properties listed on the mowing site schedule attached. Services to begin on May 1, 2011, and continue until December 31, 2012. Seasonal clean ups at locations as indicated on the mowing site (schedule A) will also be required.

Independent Contractor

You and your agents and employees, during the performance of any resultant contract, shall act in an independent capacity and not as officers, employees, or agents of the Town. Any manpower needed to fulfill the obligations described under this bid shall be employed by you and you shall be solely responsible for complying with applicable state and Federal laws including, but not limited to, worker's compensation law, employment security law, and minimum wage law.

As an independent contractor, you will also be responsible for maintaining your equipment in a safe, operable, and legal condition.

As an independent contractor, you will be responsible for all bills for labor, materials, equipment, and fuel and any other items which are incurred in providing the services outlined below. The Town will not pay such bills.

As an independent contractor, you have the right and duty to supervise and control your employees, agents, and equipment. The Town personnel have the right to inspect mowing operations and notify you of any problems, errors, or non-performance.

THE CONTACTOR AGREES THAT IF YOUR BID SUBMISSION IS SUCCESSFUL:

General requirements:

- To furnish adequate and satisfactory equipment and manpower to maintain the required properties on a weekly basis.
- Grass will be cut at a height of 3" to minimize storm water runoff. Some areas are to maintained lower and is detailed on Schedule A
- The Contractor at all sites, to ensure visual appeal as determined by the Public Works director or his/her designee, will do weed trimming. Trimming is to maintained at the height of mowed grass and is to be done at the time of mowing.
- Any conflicts and problems found by the public works director or his or her designee shall be addressed within 24 hours.
- Unless the volume of grass clippings becomes too unsightly, it is preferred that clippings remain in place as mulch.
- Specific site requirements are included

Insurance:

To provide proof of the following insurance coverage:

- Worker's Compensation in accordance with Maine law.
- General Liability: \$ 500,000 each occurrence, \$ 5,000 medical expense (any one person), \$ 1,000,000 general aggregate, \$ 1,000,000 products – com/op aggregate, \$ 1,000,000 automobile liability – combined single limit (each accident).

Breach of contract:

If the contractor is in violation of any of the terms of this contract, or if the Town Manager, in conjunction with the Public Works Director, are of the opinion that the work described in this contract is being performed unsatisfactorily, the Town Manager or his/her designee shall notify the contractor by certified mail setting forth the basis for the Town's complaint. Upon receipt of such notice, the contractor shall have ten (10) calendar days to comply with the terms and conditions of the contract or rectify the unsatisfactory work. If, at the expiration of the ten (10) calendar day period the performance of the contractor is not in compliance with the terms of this contract, the Town Manager or his/her designee will, by certified letter, notify the contractor to discontinue all work to be performed under this contract. The Town may thereupon, by contract or otherwise, complete the work and the contractor will be liable for costs which exceed the rate provided in this contract. Such charges shall be deemed liquidated damages.

List A

Mowing Schedule

Riverside Park – Old County Road

- Spring Clean up to power rake grounds, remove deadfall of limbs, and remove accumulated trash.
- Mowing, and trimming as described in the general requirements of this bid submission sheet.
- .
- Fall Clean up – power rake leaves, remove deadfall of leaves and remove leaves.

Cemetery – Fairview Cemetery all sections located off of US Route 2 – State Street

- Spring Clean up to power rake grounds, remove deadfall of limbs, and remove accumulated trash.
- Mowing and trimming as described in the general requirements of this bid submission sheet.
- Fall Clean up – Power raking of leaves, removal deadfall of leaves and remove leaves from site.

Veazie Community School Complex – Located on School Street

- Spring Clean up to power rake grounds, remove deadfall of limbs, and remove accumulated trash.
- Mowing, and trimming as described in the general requirements of this bid submission sheet.
- Fall Clean up – no special requirements

Municipal Office Complex – Main Street

- Spring Clean up to power rake grounds, remove deadfall of limbs, and remove accumulated trash.
- Mowing and trimming as described in the general requirements of this bid submission sheet.
- Fall Clean up – no special requirements

Municipal Playground – Flagg Street

- Spring Clean up to power rake grounds, remove deadfall of limbs, and remove accumulated trash.
 - Mowing, and trimming as described in the general requirements of the bid submission sheet.
 - Fall Clean up – no special requirements
-

Veazie Triangle – Intersection of Main Street, Railroad Tracks and State Street US Route 2

- Spring Clean up – none
- Mowing to be done bi weekly
- Fall Clean up – none
-

Veazie Informational Sign area – Intersection of May Street and State Street US Route 2

- Spring Clean up – none
- Mowing to be done bi weekly
- Fall Clean up - none

Eagle View Drive Entrance – School Street

- Spring Clean up – none
- Mowing to be done as described in the general requirements of the bid submission sheet.
- Fall Clean up – none

Veazie Community Sports Fields – School Street behind Veazie Community School complex and facing Main Street.

- Spring Clean up
 - Patch seeding as needed
- Mowing to be done to maintain length of approximately 1.5” in defined areas.
- Fall Clean up
 - aeration, and overseeding
- Base paths are to be defined by edging or other means. This is to be done annually – either as part of spring clean up or fall clean up.
- Fields need to be mowed the day before all Veazie Community School Activities and special events as detailed from the VCS athletic director and Parks and recreation director.

Weed Trimming- Various and as needed including but not limited to:

- Veazie Community School
 - Veazie Community Recreation Fields
 - Tennis Courts
 - All Community Parking lots
 - Veazie Triangle
 - Island by former Dang Property / Church parking lot
 - The Main Street Rail Road Bridge
 - The Veazie Community Signs 4 locations (Chase Rd, 3 on State street)
 - All of Fairview Cemetery where needed
 - Veazie Municipal Building Complex
-

BIDDER'S QUALIFICATION CERTIFICATE

The undersigned hereby certifies and submits the following qualifications:

Name and address (mailing & physical) Street's Landscape +
Lawn Care, Inc. 875 Woodland Ave
Old Town, ME 04468

Number of years in the lawn care business under present firm name.

11 years

Particular types of work performed by your company:

landscape, lawn care, excavation, hydroseeding,
line striping, snowplowing, salt/sanding

List several recent municipal or private mowing contract references: (include at least 4 with the following information: contract amount, type, name & owner or contact and phone number)

Town of Milford, \$15,300.00, seasonal mowing, Barbara 827-2072
Town of Eddington, \$8,750.00, seasonal mowing, Russell Smith, 843-5233
Verizon Wireless, \$6600.00, seasonal, Scott Nutter, 745-9634
Town of Greenbush, \$9900.00, seasonal mowing, Robert Littlefield, 826-2050

Gross amount of contracts now in hand \$75,000.00

Bank reference(s): _____

Peoples United Bank - Brent Folster, 866-0310
Penobscot County Federal Credit Union - Steve Baillargeon, 827-1141

By: Andrea M Street
Title: Treasurer

(Please list equipment below, including backup equipment)

This image shows a full page of white paper with horizontal black ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

Indemnification:

You agree to defend, indemnify and hold harmless the Town, and its officers, agents or employees, harmless from any claim for death, injury, property damage, or other loss which may result from your performance of lawn care services.

Terms of the contract:

The terms of this contract is for the mowing seasons from May 1, 2011 through December 31, 2012, with an option to extend the contract for two (2) years or renewing the contract for five (5) years without returning to the bidding process. Payment for services shall be made on the Thursday following the regularly scheduled Town Council's meeting after the invoices are received.

For budgetary purposes, please break out the cost of the school and Veazie Community sports field mowing separate from the rest of the municipal properties.

Bid price:

Bid price for mowing and community collection - municipal

2011 mowing season \$ 12,047.00

2012 mowing season \$ 12,408.00

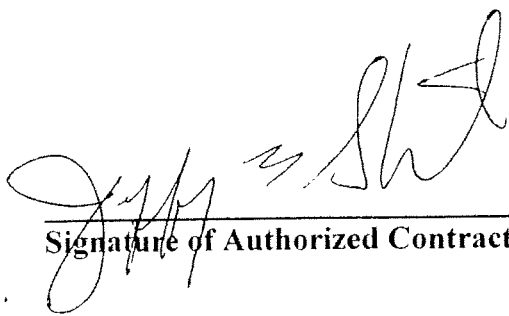
Bid price for Veazie Community School mowing, including Veazie Sports Field

2011 mowing season \$ 6643.00

2012 mowing season \$ 6842.00

Before the award of this contract, any bidder will be required to show they have or commit to have the necessary equipment, facilities, experience, ability and financial resources to perform the work in a manner satisfactory to the Town.

The Town of Veazie reserves the right to reject any and/or all bids and to again invite bids; to waive such formalities or informalities as do not affect or alter the substantive provisions thereof; and to negotiate with any bidder it feels will result in a favorable result for the Town; and to accept any bid deemed advantageous to the Town. The prices specified in this bid are considered valid for a period of 60 days from the stated date of bid opening.

A handwritten signature in black ink, appearing to be "J. M. S. A.", written over a horizontal line.

Signature of Authorized Contractor's Representative

Date 4-19-2011

ACORD**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

04/19/2011

PRODUCER (207)728-6366

FAX (207)728-6369

Ezzy Insurance**116 Main Street, Suite 105****PO Box 159****Madawaska, ME 04756-0159**INSURED **Street's Landscape & Lawn Care, Inc****875 Woodland Avenue****Old Town, ME 04468**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: **OneBeacon America Ins Co****2**INSURER B: **Maine Employers Mutual Ins. Co****11149**

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	2U06882	11/05/2010	11/05/2011	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	1E13917	11/05/2010	11/05/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	2U06882	11/05/2010	11/05/2011	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> if yes, describe under SPECIAL PROVISIONS below	1810089858	11/05/2010	11/05/2011	WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Street's Landscape & Lawn Care Inc
875 Woodland Avenue
Old Town, ME 04468

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **10** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Karie Michaud, ACSR/KM*Karie A Michaud*

ITEM #	YEAR	MAKE/MODEL	VIN #
1	2005	CAT SKIDSTEER	HEN02494
2	2003	EXMARK MOWER W/VAC	378093
3	2002	TURBO TURF HYDROSEEDER	196432TSP3LOMK2802
4	1998	CASE LOADER BACKHOE 580	JJG02598894
5	2007	KUHN ROTOTILLER 60	
6	2007	KUBOTA TRACTOR	L5240HSTC/SN30372
7	2007	KUBOTA BUCKET	LA854/SNA2581
8	2004	EXMARK MOWER W/BAGGER	452394
9	2004	DAEWOO S55-VP EXCAVATOR	SL55VP32515
10	2004	Volvo Loader	60382
11	1995	JOHN DEERE LOADER 544G	5541482
12	1998	CAT 311B EXCAVATOR	2LS00201
13	2006	Metso Model CV50	CV5010146
14	2005	BUYERS SANDER	5576
15	2006	EXMARK LAZER W/VAC/DIESEL	LXS25KD605/SN625138
16	2006	EXMARK LAZER W/VAC	LZ30KC605/SN621288
17	2005	WEBER COMPACTOR	506133
18	2006	BUYERS SANDER	6774
19	2005	BUYERS SANDER	
20		SNOWPLOWS	
21	2008	72" SWEEPER 72SB	SN 783720248
22	2002	CAT 938G LOADER	SN 6WS03752
23		ProTech Snow Pusher	
24	2010	LINELAZER3900	J91X7708
25	2010	EXMARK LAZER W/VAC	LZZ27KC526/SN815340
26	2000	DOWNEAST SANDER	9475
27		SNOW BULLY	88702
28		SNOW BULLY	88703

STREET'S LANDSCAPE & LAWN CARE, INC.

EQUIPMENT LIST

29	2006	Cat Skid Steer Loader	257B2/SLK04901
30	2010	Kubota Tractor	53762
31	2006	John Deere Skidsteer	SN T00325A127038
32		Buyers 8" Sno Pusher	Sn 2322
33		Sweepster sweeper	SN 0704092

BANGOR ABATEMENT, INC.

Po Box 248
Hampden, ME 04444
207-862-2824 Office
207-862-2060 Fax
bangbate@aol.com

April 20, 2011

**Town of Veazie
1084 Main Street
Veazie, ME 04401**

Thank you for the opportunity to bid the Grounds Maintenance contract for the town of Veazie.

Based on the prices of last years bids, we have adjusted our prices to accommodate the economy. We know that we can adequately meet the contract obligations. I have personally, with the site supervisor thoroughly gone over this bid. If our price seems a little high, it is only that we want to ensure that the Town of Veazie is completely satisfied with our performance.

Our company currently performs landscape maintenance on over 40 acres of state owned property on 12 different sites. These contracts have been renewed every year for the past 4 years.

If you have any questions regarding our bid, please feel free to call me at anytime. My cell is 944-7755, office 862-2824.

Sincerely,



Eric McCue, Vice President

TOWN OF VEAZIE

Bid Submission Sheet Grounds Maintenance Contract 04.04.2011

Contractor's Name The By "US" Company

Address 154 Hildreth ST BANGOR, ME 04401

Phone number 990-2111

Federal ID/ SS Number [REDACTED] MDOT Number _____

Any contract which may be the result of this bid will be between the Town of Veazie (referred to as "we" or "our") and you. When this bid submission and any resultant contract refers to you, it includes your employees and agents. The subject of this bid submission is grounds maintenance services. The Town of Veazie reserves all rights including but not limited: to the ability to modify, add or delete services proposed, to accept or reject any and all proposals and bids when deemed in the best interest of the Town of Veazie.

Services: What and when:

Provide grounds maintenance services for the municipal and school owned properties listed on the mowing site schedule attached. Services to begin on May 1, 2011, and continue until December 31, 2012. Seasonal clean ups at locations as indicated on the mowing site (schedule A) will also be required.

Independent Contractor

You and your agents and employees, during the performance of any resultant contract, shall act in an independent capacity and not as officers, employees, or agents of the Town. Any manpower needed to fulfill the obligations described under this bid shall be employed by you and you shall be solely responsible for complying with applicable state and Federal laws including, but not limited to, worker's compensation law, employment security law, and minimum wage law.

As an independent contractor, you will also be responsible for maintaining your equipment in a safe, operable, and legal condition.

As an independent contractor, you will be responsible for all bills for labor, materials, equipment, and fuel and any other items which are incurred in providing the services outlined below. The Town will not pay such bills.

As an independent contractor, you have the right and duty to supervise and control your employees, agents, and equipment. The Town personnel have the right to inspect mowing operations and notify you of any problems, errors, or non-performance.

THE CONTACTOR AGREES THAT IF YOUR BID SUBMISSION IS SUCCESSFUL:

General requirements:

- To furnish adequate and satisfactory equipment and manpower to maintain the required properties on a weekly basis.
- Grass will be cut at a height of 3" to minimize storm water runoff. Some areas are to maintained lower and is detailed on Schedule A
- The Contractor at all sites, to ensure visual appeal as determined by the Public Works director or his/her designee, will do weed trimming. Trimming is to maintained at the height of mowed grass and is to be done at the time of mowing.
- Any conflicts and problems found by the public works director or his or her designee shall be addressed within 24 hours.
- Unless the volume of grass clippings becomes too unsightly, it is preferred that clippings remain in place as mulch.
- Specific site requirements are included

Insurance:

To provide proof of the following insurance coverage:

- Worker's Compensation in accordance with Maine law.
- General Liability: \$ 500,000 each occurrence, \$ 5,000 medical expense (any one person), \$ 1,000,000 general aggregate, \$ 1,000,000 products – com/op aggregate, \$ 1,000,000 automobile liability – combined single limit (each accident).

Breach of contract:

If the contractor is in violation of any of the terms of this contract, or if the Town Manager, in conjunction with the Public Works Director, are of the opinion that the work described in this contract is being performed unsatisfactorily, the Town Manager or his/her designee shall notify the contractor by certified mail setting forth the basis for the Town's complaint. Upon receipt of such notice, the contractor shall have ten (10) calendar days to comply with the terms and conditions of the contract or rectify the unsatisfactory work. If, at the expiration of the ten (10) calendar day period the performance of the contractor is not in compliance with the terms of this contract, the Town Manager or his/her designee will, by certified letter, notify the contractor to discontinue all work to be performed under this contract. The Town may thereupon, by contract or otherwise, complete the work and the contractor will be liable for costs which exceed the rate provided in this contract. Such charges shall be deemed liquidated damages.

Indemnification:

You agree to defend, indemnify and hold harmless the Town, and its officers, agents or employees, harmless from any claim for death, injury, property damage, or other loss which may result from your performance of lawn care services.

Terms of the contract:

The terms of this contract is for the mowing seasons from May 1, 2011 through December 31, 2012, with an option to extend the contract for two (2) years or renewing the contract for five (5) years without returning to the bidding process. Payment for services shall be made on the Thursday following the regularly scheduled Town Council's meeting after the invoices are received.

For budgetary purposes, please break out the cost of the school and Veazie Community sports field mowing separate from the rest of the municipal properties.

Bid price:

Bid price for mowing and community collection - municipal

2011 mowing season 4,950.⁰⁰

2012 mowing season 5,350.⁰⁰

Bid price for Veazie Community School mowing, including Veazie Sports Field

2011 mowing season 4,500.⁰⁰ * called to insure that figure was \$4,500 - WZ

2012 mowing season 7,250.⁰⁰

Before the award of this contract, any bidder will be required to show they have or commit to have the necessary equipment, facilities, experience, ability and financial resources to perform the work in a manner satisfactory to the Town.

The Town of Veazie reserves the right to reject any and/or all bids and to again invite bids; to waive such formalities or informalities as do not affect or alter the substantive provisions thereof; and to negotiate with any bidder it fees will result in a favorable result for the

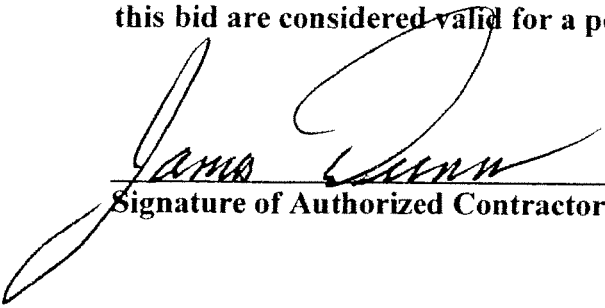
From: Jim Dunn <byuslawn@yahoo.com>
Subject: **bid**
Date: April 21, 2011 10:39:58 AM EDT
To: veazietm@aol.com

Mr. Reed to clarify the pricing for the 2011 mowing season for Veazie sports field, the price on that service is \$4500.00

Jim Dunn
Sales Manager
(207)263-7717 Cell
(207)434-5223 Office

email: byuslawn@yahoo.com

Town; and to accept any bid deemed advantageous to the Town. The prices specified in this bid are considered valid for a period of 60 days from the stated date of bid opening.



James Dunn

Signature of Authorized Contractor's Representative

Date 4/19/2011

List A

Mowing Schedule

Riverside Park – Old County Road

- Spring Clean up to power rake grounds, remove deadfall of limbs, and remove accumulated trash.
- Mowing, and trimming as described in the general requirements of this bid submission sheet.
- .
- Fall Clean up – power rake leaves, remove deadfall of leaves and remove leaves.

Cemetery – Fairview Cemetery all sections located off of US Route 2 – State Street

- Spring Clean up to power rake grounds, remove deadfall of limbs, and remove accumulated trash.
- Mowing and trimming as described in the general requirements of this bid submission sheet.
- Fall Clean up – Power raking of leaves, removal deadfall of leaves and remove leaves from site.

Veazie Community School Complex – Located on School Street

- Spring Clean up to power rake grounds, remove deadfall of limbs, and remove accumulated trash.
- Mowing, and trimming as described in the general requirements of this bid submission sheet.
- Fall Clean up – no special requirements

Municipal Office Complex – Main Street

- Spring Clean up to power rake grounds, remove deadfall of limbs, and remove accumulated trash.
- Mowing and trimming as described in the general requirements of this bid submission sheet.
- Fall Clean up – no special requirements

Municipal Playground – Flagg Street

- Spring Clean up to power rake grounds, remove deadfall of limbs, and remove accumulated trash.
 - Mowing, and trimming as described in the general requirements of the bid submission sheet.
 - Fall Clean up – no special requirements
-

Veazie Triangle – Intersection of Main Street, Railroad Tracks and State Street US Route 2

- Spring Clean up – none
- Mowing to be done bi weekly
- Fall Clean up – none
-

Veazie Informational Sign area – Intersection of May Street and State Street US Route 2

- Spring Clean up – none
- Mowing to be done bi weekly
- Fall Clean up - none

Eagle View Drive Entrance – School Street

- Spring Clean up – none
- Mowing to be done as described in the general requirements of the bid submission sheet.
- Fall Clean up – none

Veazie Community Sports Fields – School Street behind Veazie Community School complex and facing Main Street.

- Spring Clean up
 - Patch seeding as needed
- Mowing to be done to maintain length of approximately 1.5” in defined areas.
- Fall Clean up
 - aeration, and overseeding
- Base paths are to be defined by edging or other means. This is to be done annually – either as part of spring clean up or fall clean up.
- Fields need to be mowed the day before all Veazie Community School Activities and special events as detailed from the VCS athletic director and Parks and recreation director.

Weed Trimming- Various and as needed including but not limited to:

- Veazie Community School
 - Veazie Community Recreation Fields
 - Tennis Courts
 - All Community Parking lots
 - Veazie Triangle
 - Island by former Dang Property / Church parking lot
 - The Main Street Rail Road Bridge
 - The Veazie Community Signs 4 locations (Chase Rd, 3 on State street)
 - All of Fairview Cemetery where needed
 - Veazie Municipal Building Complex
-

List B Equipment

(Please list equipment below, including backup equipment)

Mower (mulching) – 9

Blower - 13

String Trimmer - 22

Mechanical Edger - 3

Core Aerator - 1

Power Rake (dethatcher) - 3

Chain Saw - 9

Hedge Trimmer - 8

Roto Tiller - 3

Chipper - 1

Stump Grinder - 0

Trencher - 2

Bush Hog - 2

Bucket/Lift Truck - 1

Watering Truck - 2

Vibratory Plate Compactor - 2

Skid Steer - 5

Front End Loader/ Backhoe - 6

Mulch Blower - 1

Mower Bag System - 3

BIDDER'S QUALIFICATION CERTIFICATE

The undersigned hereby certifies and submits the following qualifications:

Name and address (mailing & physical) 154 Hildreth Street, Bangor, ME 04401

The By "US" Company

Number of years in the lawn care business under present firm name.

20

Particular types of work performed by your company:

Landscaping Earthwork

Landscape Maintenance

Lawn Care

Snow Plow

List several recent municipal or private mowing contract references: (include at least 4 with the following information: contract amount, type, name & owner or contact and phone number)

Bangor Mall - \$100,000 Summer Grounds Maintenance - Brad Medling 947-7333

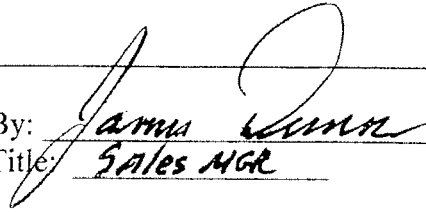
Jackson Laboratory - \$19,000 Summer Grounds Maintenance - Randy Bouchard 288-6000

Calais Regional Hospital - \$40,000 Annual Grounds Maintenance - Bernard McAdam 454-7521

Daigle & Houghton - \$10,000 Summer Grounds Maintenance - Bob 941-9600

Gross amount of contracts now in hand 68

Bank reference(s): Machias Savings Bank

By: 
Title: Sales MGR



CERTIFICATE OF LIABILITY INSURANCE

OP ID: A

DATE (MM/DD/YYYY)

04/18/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER VARNEY AGENCY INC 32 OAK ST, PO BOX 2160 BANGOR, ME 04402-2160 Greg Palman		207-947-8637 207-947-1243	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS: PRODUCER: CUSTOMER ID #: PROUDA3	FAX (A/C, No):
INSURED THE BY "US" COMPANY INC 154 HILDRETH ST BANGOR, ME 04401	INSURER(S) AFFORDING COVERAGE			NAIC #
	INSURER A : ACADIA INSURANCE COMPANY			31325
	INSURER B : MAINE EMPLOYERS MUTUAL			11149
	INSURER C :			
	INSURER D :			
	INSURER E :			
INSURER F :				

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CPP0246890-12	06/01/10	06/01/11	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			CAP0246891-12	06/01/10	06/01/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			CUA0346269-11	06/01/10	06/01/11	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			1810074103	06/15/10	06/15/11	WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**TOWN OF VEAZIE
1084 MAIN ST
VEAZIE, ME 04401

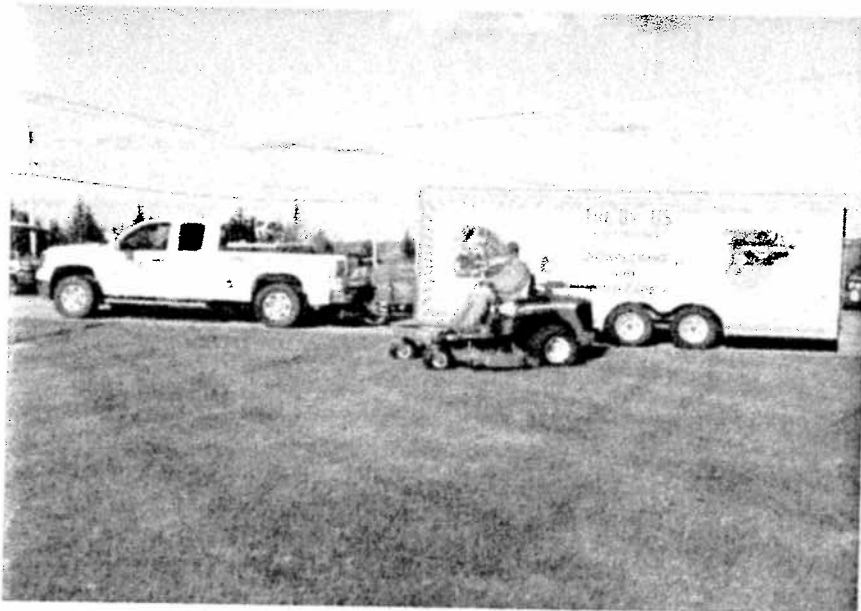
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Greg Palman

ITEM #6001



Welcome to the By "US" Company



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[Landscape Maintenance](#)

[Blueberry Land Maintenance](#)

[Earthwork](#)

[Winter Services](#)

[Tree Service and Firewood](#)

[Equipment Sales, Service & Rentals](#)

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As the temperature starts to rise and the snow melts, we begin to see that Spring is on it's way.

What better time to get a jumpstart on the cleanup and maintenance of your yard

AND who better to trust with the job than "US"!

Here, at the By "US" Company, we take pride in the quality of service
that we offer to our residential and commercial customers.

We offer a variety of Spring services such as :

- Sweeping Parking lots (for removal of winter sand)

- De-thatching Lawns
- New Mulch Application
- Repairing Winter-Damaged Plants, Trees, and Scrubs
- Pruning

And so much more....

Call "US" today to get a head start on the "Spring Cleaning" around your home or business.

By "US" is a family business that also offers landscape design, installation and maintenance, as well as blueberry land maintenance and earthwork services in Downeast and Eastern Maine.

Our team of experienced industry professionals can handle your residential and commercial landscaping and earthwork projects from design and installation to ongoing maintenance.

Whether you have a large project like roadway construction or house lot installation, or you simply want a garden or rock wall installed, By "US" has the talent and experience to do the job right at a competitive price.

By "US" offers an unprecedented level of reliability, service, knowledge, and project integrity.

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Landscape Design

By "Us" offers creatively designed and constructed residential and commercial landscapes of all sizes. We are committed to producing and implementing designs that meet your needs.



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We have the distinctive ability to ensure a smooth, professional transition from design to construction by providing a range of services in-house. You avoid the hassle of co-ordinating a number of different contractors.



We provide our landscape clients a comprehensive plan detailing a planting scheme suited to the site's climatic conditions and existing visual features. Our approach to landscape design, supported years of experience in the area of construction, results in both practical and cost effective landscape plans that meet your expectations.

Services

- Garden design and installation
- New lawn installation
- Design of outdoor lighting plans
- Paving and stonework
- Retaining walls



- Pond installation

Following the completion of your new landscape, we offer a **first class maintenance service** that ensures that your garden and yard develops into a living asset.



Nortrax Entrance Tent Landscape Design
[Click here for more images.](#)

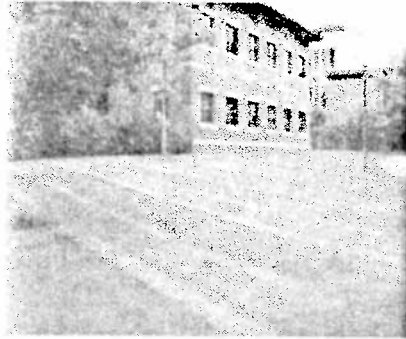
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Landscape Maintenance

By "US" can fulfill all of your residential and commercial outdoor needs.



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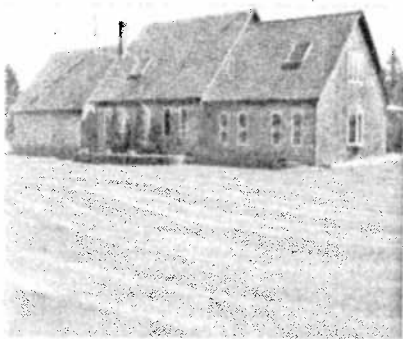
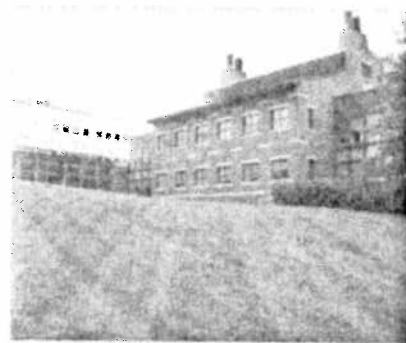
[Tree Service and Firewood](#)

[Equipment Sales, Service & Rentals](#)

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Services:

- Lawn mowing and trimming
- New lawn installation
- Hydro seeding
- Fertilizing
- Aeration
- De-thatching Pruning
- Road side mowing
- Flail mowing
- Bush hogging
- Rototilling
- Fertilizer
- Turf Seed
- Driveway and parking lot sweeping
- Small wood lot clearing
- Tree trimming and removal
- Landscape design and installation
- Sprinkler system service and maintenance



Delivered Materials:

- Screened loam
- Bark mulch
- Gravel
- Road salt and sand
- Sand

By The By Us Company P.O. Box 43 1026 U.S. Route 1 Bangor, ME 04903 1-800-251-1255 [Email Us](#)



Memo

To: Veazie Town Council
From: Veazie Community Center Advisory Group
CC: William Reed, Town Manager
Date: 4/21/2011
Re: Quotes for Construction

We have received 3 quotes to replace windows and doors at the Veazie Community Center. The quotes, from Carefree Window and Siding Company, Newport Glass, and Viking Glass, have been given to you.

This is the language that appeared in the RFP regarding how an award would be made: The Veazie Town Council may make awards following competitive bids (RFP/RFQ submittals) or negotiated procurement agreements to a bidder, considering price, quality, and overall value of the service offered and reliability of past and expected future service. All quotes will be scheduled and opened at a publicly announced time and place. Lowest cost is not the sole determinant for the award and the Town of Veazie is not obligated to accept the lowest cost quote. The Town of Veazie reserves the right to reject any and all bids, RFP's and RFQ's.

The apparent low bidder for the windows is Viking Glass with the cost of \$10,350. The doors would not be recommended for award at the present time due to conflicts between proposals.

Viking Glass Co., Inc.
1375 State St.
Veazie, Maine 04401
207-841-9981

Andrew George
Veazie Community Center
C/O EMDC
40 Harlow St.
Bangor, Maine 04401

Dear Andrew,

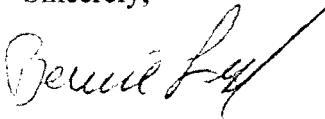
Enclosed please find my bid package for the door and window replacement project at the Veazie Community Center.

I am proposing commercial aluminum entrance doors for the Olive St. side of the building. The bid package sent to me specified Therma-Tru doors. I do not think this is the right product for this type of facility. The only Therma-Tru doors I am familiar with are for residential use and in my opinion would not hold up to the amount of use these doors will receive. The doors I am proposing are designed for commercial use, are ADA compliant and will stand up to high traffic situations. These doors are not Energy Star rated. To my knowledge there is not a commercial entrance door system that is Energy Star rated. However, there is a vestibule situation at this entrance. The interior doors will protect the area from being exposed to the cold air when the exterior doors are opened. I hope this is an accepted substitute and will be more than happy to discuss further if necessary.

I am proposing the Lockheed Monarch window in place of the Paradigm window. The Lockheed window meets all of the requirements for the bid package and is Energy Star rated. I have been selling and installing this product for over ten years and have been very satisfied with the window performance. Again, I hope this is an accepted substitute and would be happy to discuss further if necessary.

Thank you for the opportunity to bid on this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Bernie Lynch", with a stylized flourish at the end.

Bernie Lynch
Viking Glass Co., Inc.

Viking Glass Co., Inc.

1375 State St
Veazie, ME 04401

Phone # 207-841-9981 vikingglass@roadrunner.com
Fax # 207-221-2161

Date **Estimate #**
4/19/2011 1023

Name / Address

Veazie Community Center
C/O EMDC
40 Harlow St
Bangor, Maine 04401

Project

Description	Qty	Rate	Total
Monarch Double Hung Vinyl Windows Manufactured by Lockheed Window Corporation, White, Low-E Insulating Glass Filled with Argon Gas, White Colonial Grids 6 over 6 pattern, Movable Half Screens (please refer to attachments for window performance details)	34	210.50	7,157.00
Monarch Sliding Windows Manufactured by Lockheed Window Corporation, White, Low-E Insulating Glass Filled with Argon Gas, White Colonial Grids 4/4 Pattern, Movable Half Screen (please refer to attachments for window performance details)	2	210.50	421.00
Labor to Remove Existing Windows, Insulate all Weight Cavities, Install New Windows and Seal all New Windows	63	44.00	2,772.00

Note: We performed lead paint testing on various window on 4/19/2011. No lead paint was present.

Please find the following attachments:
Liability Insurance Certificate, Window detail drawings, Manufacturers product brochure, Manufacturers Energy Star Statement, Manufacturers technical specifications and professional references.

Subtotal	\$10,350.00
Sales Tax (5.0%)	\$0.00
Total	\$10,350.00

Viking Glass Co., Inc.

1375 State St
Veazie, ME 04401

Phone # 207-841-9981 vikingglass@roadrunner.com
Fax # 207-221-2161

Date Estimate #
4/19/2011 1024

Name / Address

Veazie Community Center
C/O EMDC
40 Harlow St
Bangor, Maine 04401

Project

Description	Qty	Rate	Total
6'0" x 7'0" Commercial grade aluminum entrance door system, finish painted white, 1" thick tempered low-e insulated glass filled with argon gas, heavy duty butt hinges, panic exit devices, adjustable door closers (ADA approved), door bottom sweeps, weatherstrip. Manufactured by Tubelite Storefronts and Entrances of Walker, MI and fabricated by Sigco Architectual Metals of Portland, Maine	2	2,995.00	5,990.00
Labor to remove existing doors, prepare opening and install new doors	20	44.00	880.00

Note:

We could do only the exterior door for \$3415.00 if needed.

Subtotal	\$6,870.00
Sales Tax (5.0%)	\$0.00
Total	\$6,870.00



CERTIFICATE OF LIABILITY INSURANCE

OP ID: TH

DATE (MM/DD/YYYY)

04/19/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Dawson Insurance Agency 417 Main Street, P.O. Box 715 Bangor, ME 04402-0715 Tabatha M. Hutchins		207-947-8802 207-941-1647	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: LYNCGE1	FAX (A/C, No):
INSURED George Lynch Viking Glass Co. Inc. 1375 State Street Veazie, ME 04401	INSURER(S) AFFORDING COVERAGE			NAIC #
	INSURER A: MMG Insurance Company			15997
	INSURER B:			
	INSURER C:			
	INSURER D:			
	INSURER E:			
			INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			BP 0438501	08/30/10	08/30/11	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

GLASS REPLACE/REPAIR

CERTIFICATE HOLDER**CANCELLATION**

EMDC
40 HARLOW STREET
BANGOR, ME 04401

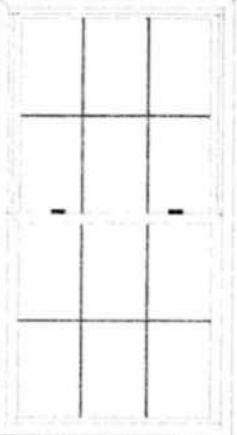
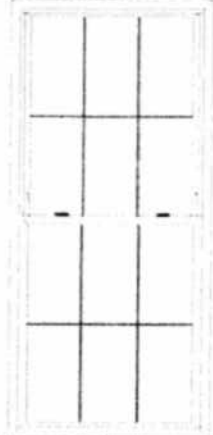
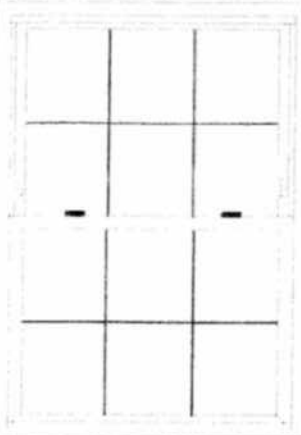
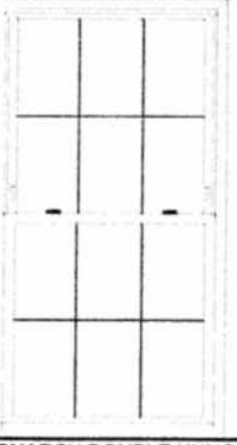
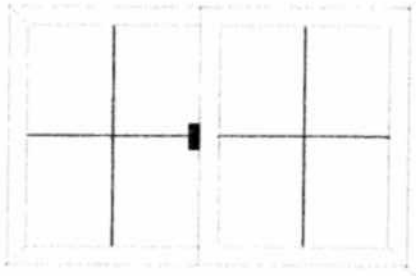
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

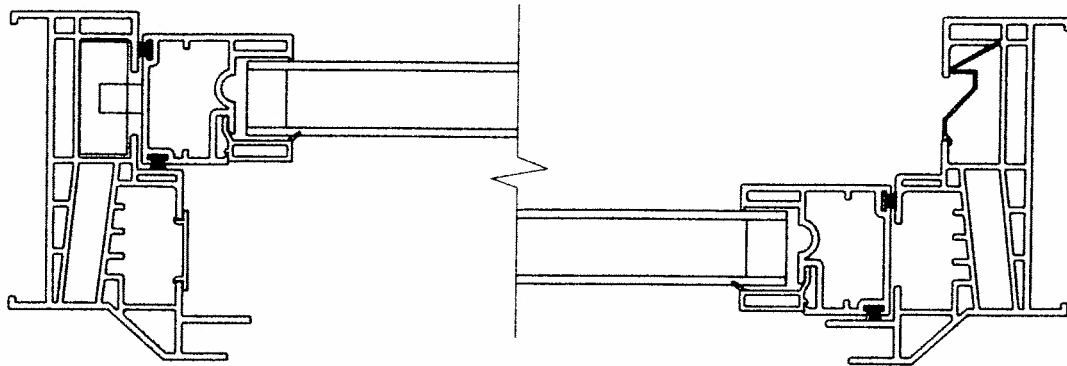
AUTHORIZED REPRESENTATIVE
Tabatha M. Hutchins

DRAWINGS

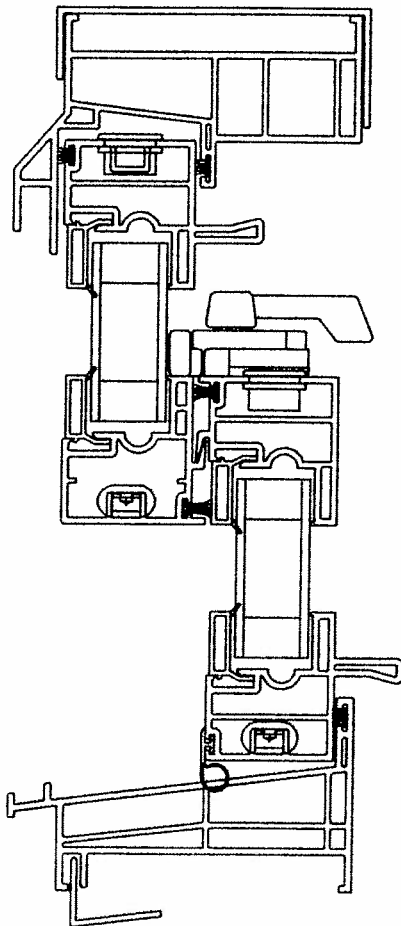
ORDER:

5714

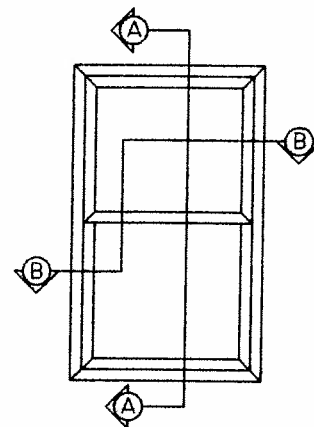
ITEM 1	ITEM 2	ITEM 3
		
<p>MONARCH DOUBLE HUNG RO 33 3/8 W X 64 H TTT 33 1/8 W X 63 1/2 H Qty: 3</p>	<p>MONARCH DOUBLE HUNG RO 33 3/8 W X 76 H TTT 33 1/8 W X 75 1/2 H Qty: 21</p>	<p>MONARCH DOUBLE HUNG RO 33 3/8 W X 48 1/2 H TTT 33 1/8 W X 48 H Qty: 6</p>
ITEM 4	ITEM 5	
		
<p>MONARCH DOUBLE HUNG RO 33 3/8 W X 64 1/2 H TTT 33 1/8 W X 64 H Qty: 4</p>	<p>MONARCH SLIDER XX RO 33 3/8 W X 24 H TTT 33 1/8 W X 23 1/2 H Qty: 2</p>	



SECTION "B-B"
NOT TO SCALE



SECTION "A-A"
NOT TO SCALE



MONARCH™
DOUBLE HUNG
WELDED ASSEMBLY

NOT TO SCALE

LOCKHEED

WINDOW CORP.

Route 100, Pascoag, Rhode Island 02859

TEL: (401) 568-3061

FAX: (401) 568-2273

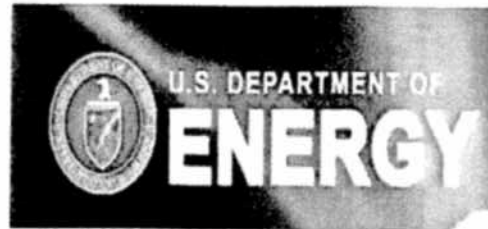
www.lockheedwindow.com

Form #505
Rev 1/09

SPECIFICATIONS SUBJECT TO CHANGE WITHOUT NOTICE



WINDOW CORP.
"Where Quality Rules"
 Since 1955



**PARTNER WITH LOCKHEED WINDOW CORP. AND
 THE U.S. DEPARTMENT OF ENERGY TO SAVE ON ENERGY COSTS.**

*Home-owners who purchase qualifying windows and doors under
 The American Recovery and Reinvestment Act of 2009 can claim a one time tax
 credit of up to 30% of the cost with a maximum of \$1,500 per household
 for the years 2009 and 2010.*

Manufacturer's Certification Statement*

WE OFFER A WIDE RANGE OF WINDOWS AND DOORS WHICH QUALIFY FOR THE TAX CREDIT.

Products listed below are eligible building envelope components as defined in section 4.01 of IRS Notice 2009-53.

MODEL & SERIES Specifications subject to change without notice.	Thermal Values		Solar Heat Gain Coefficient (SHGC)			
	LOW E/ ARGON		WITH GRIDS		WITHOUT GRIDS	
	U-Value	R-Value	LOW E	LOW E/ ARGON	LOW E	LOW E/ ARGON
VinylLock® Fixed Picture	.29	3.45	.28	.28	N/A	N/A
Monarch™/Nucon® Double Hung	.30	3.33	.27	.26	.30	.29
Monarch™/Nucon® Slider	.30	3.33	.26	.26	.29	.28
Monarch™/Nucon® Fixed Picture	.28	3.57	.29	.29	N/A	N/A
Vinyl Pro 2000™/Nucon® Awning	.28	3.57	.24	.24	.27	.26
Vinyl Pro 2000™ / Nucon® Casement	.28	3.57	.24	.24	.27	.26
Vinyl Pro 2000™ Hopper	.28	3.57	.24	.24	.26	.26
Vinyl Pro 2000™ Fixed Picture	.27	3.70	.28	.28	N/A	N/A
Nucon® Swing Patio Door	.30	3.33	N/A	.25	N/A	.28
Nucon® Sliding Patio Door	.29	3.44	N/A	.20	N/A	N/A
Nucon® Sliding Patio Door with "Stimulus 366 Package"	.29	3.44	N/A	.20	N/A	.22




MONARCH


NUCON

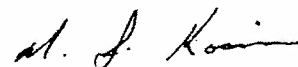



Vinyl Lock®

*This Manufacturer's Certification Statement is valid for all order dates after March 15, 2010.

Under penalties of perjury, I declare that I have examined this certification statement, and to the best of my knowledge and belief, the facts are true, correct and complete.

Effective 03/15/2010



Michael S. Kosiver, President

Lockheed Window Corp., Route 100, P.O. Box 166, Pascoag, Rhode Island 02859

TECHNICAL SPECIFICATIONS

MONARCH™ DOUBLE HUNG VINYL REPLACEMENT WINDOW SYSTEM

GENERAL:

Windows shall be Monarch™ Double Hung as manufactured by Lockheed Window Corp., Route 100, Pascoag, Rhode Island. Individual double hung windows and integral mullion twin double hung windows shall meet or exceed AAMA/WDMA/CSA 101/I.S.-2/A440-08 LC-PG50, as required.

MATERIAL:

All master frame and sash profiles shall be of impact modified, UV stabilized, heavy wall, multi-chambered polyvinyl chloride (PVC) extrusions. All fasteners shall be hardened stainless steel in accordance with American Architectural Manufacturers Association specifications (AAMA). Ancillary components shall be of materials consistent with application and compatible with PVC.

MASTER FRAME:

All master frame profiles shall have .072" walls and shall be constructed of multi-chambered vinyl extrusions, fusion welded at each corner. Corner welds shall be cleaned to leave the exposed surfaces free from burrs or blemishes. The master frame shall be supplied with a vinyl "U" channel header expander and an aluminum sill angle to provide for "custom sizing" the height within the opening. The master frame head shall have one (1) row of fin seal weather-stripping located in the interior leg of the upper sash pocket. The master frame sill shall have a 7° compound cut sloped design and shall have two independent sill seals when the lower sash is in a closed and locked position. Two (2) "wafer head" screw type jamb adjusters shall be located near the mid point of each master frame jamb which when activated is designed to provide uniform pressure on the rough opening to compensate for the "squaring" of the master frame within the rough opening. The exterior sill of the master frame shall contain two (2) color matched baffled nylon weeps located approximately four (4) inches from each end.

The connection between the four (4) block and tackle balances ((8) for twin units and (12) for triple units) shall be designed so that both sash tilt-in and can be readily removed from the window if required.

The upper half of both master frame jambs (for the lower sash only) shall contain "snap in" balance covers. This cover provides protection to the balance tube as well as providing a neat finished appearance.

INTEGRAL MULLION (If applicable):

Integral mullion profile shall have .072" walls and shall be constructed of multi-chambered vinyl. Each mullion shall be securely fastened at the head and sill with (4) stainless steel screws. Each screw shall be securely fastened through a 1/16" x 2 5/8" x 5" galvanized steel plate to allow for structural integrity of both the head and sill main frame. Each mullion head and sill shall be notched and milled to allow for head and sill main frame profiles to be continuous throughout. The exterior sill of the master frame shall contain (2) color matched baffled nylon weeps located approximately (3 1/2") inches from the mullion center point. Each mullion shall have a 1/16" closed cell foam self adhered white gasket applied between the coped sill end and the main frame sill to allow for premium air and water resistance.

SASH:

All sash profiles shall have .072" walls and shall be constructed of multi-chambered, vinyl extrusions, fusion welded at each corner. Corner welds shall be cleaned to leave the exposed surfaces free of burrs and blemishes.

The exterior perimeter of the sash shall receive a glazing bead containing two (2), coextruded flexible vinyl fins, which when applied, shall provide a positive seal between the insulating glass unit and the sash assembly.

Each sash shall travel in its own track, and all vertical members shall be double weather-stripped. At both horizontal meeting rails, an integral mechanical interlock shall be provided on each profile in addition to fin seal weather-stripping on each of these horizontal profiles.

The top horizontal of the upper sash and bottom horizontal of the lower sash shall have integrally extruded lift and pull handles to provide easy sash operation.

The bottom horizontal keeper rail of the upper sash and the bottom horizontal lift handle of the lower sash shall contain two (2), one on either side; "one piece" zinc die cast pivot true pivot bars, attached with two (2) stainless steel screws. The pivot true pivot bars shall travel in their respective tracks of the master frame jambs to insure proper master frame jamb and sash alignment.

Each sash shall have two (2) recessed spring loaded nylon color matched tilt sash locks located on each sash top horizontal rail which when engaged will travel in their respective master frame jamb tracks.

HARDWARE:

The lower sash horizontal meeting rail shall have applied to it one (1) or more high quality, color matched zinc die cast sweep cam latch low profile sash lock (s), which shall engage in one (1) or more corresponding zinc die cast keeper(s) that shall be applied to the upper sash horizontal meeting rail. Each master frame jamb sash pocket shall be furnished with two (2) block and tackle balances designed to provide perfectly balanced sash. Both vertical upper sash stiles shall each be furnished with a nylon limit vent lock which when engaged will limit the travel of the lower sash to approximately 2".

FINISH:

All vinyl profiles to be White, Almond or Territone throughout.

GLAZING:

Both sashes shall be exterior glazed using sealed insulating glass with an adhesive glazing tape or equivalent bedding and a rigid vinyl glazing bead. Glass shall be set with neoprene glazing blocks to maintain uniformity around the glass perimeter.

Standard glazing shall be nominal 13/16" thick sealed insulating glass consisting of two pieces of SSB clear float glass (double glazed). Optional glazing shall be nominal 13/16" thick sealed insulating glass consisting of one piece of SSB clear float glass and one piece of SSB low "E" glass. Optional argon gas filled sealed insulating glass units are also available. All insulating glass units come standard with Technoform TGI® warm edge IG spacer.

SCREENS:

All double hung windows shall be furnished with one (1) half height insect screen which shall be of hollow extruded aluminum, color matched to the window. Screen cloth shall be black fiberglass 18 x 16 mesh wire. Screens shall travel in a separate extruded vinyl channel integral within the master frame profile. Each screen insert shall have two (2), color matched injection molded nylon spring loaded locks, on each side of the lower horizontal hand rail. Screen extrusion corners shall be mitered and contain one (1), zinc die cast corner key per corner that shall be mechanically stacked to securely hold the screen together. Top and bottom horizontal rails shall have single row high density pile weather stripping bug stop. Optional full height insect screen with same features described above are also available.

INSTALLATION BY OTHERS:

Window frames shall be installed straight, plumb, level, square, and securely anchored, in accordance with manufacturer's recommendations and details – see instructions on each window.

WARRANTIES:

See manufacturer's separate warranty.

SPECIFICATIONS SUBJECT TO CHANGE WITHOUT NOTICE.

Viking Glass Co., Inc.
1375 State St
Veazie, Maine 04401
207-841-9981

References:

Steve Cormier
Building Contractor
West Bath, Maine
Phone: 207-650-3151

Fred King
Building Contractor
Woolwich, Maine
Phone: 207-522-5219

John Gordon
Building Contactor
Woolwich, Maine
Phone: 207-841-6402

CareFree Window & Siding Co.

Attn: Bill Reed

HOME IMPROVEMENT CONTRACT

19 Abbott Street
Brewer, ME 04412

INC. Lester Cox 949-3670

Phone: 989-4260 • Fax: 989-4288

Contract Submitted To

Name Veazie Rec Center

Street _____

City Veazie

State Me

Telephone Number Jason 974-3225 Rob 478-6239

Work To Be Performed At

Street _____

City _____

State _____

FAX 942-1654

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of

Install 36 - Paradigm window units. (Double Hung Style)

Units Include: LoE2 - Argon Gas .28 U-value
1/2 Screens

Heavy Duty Frames

Factory Lifetime Warranty For Parts - Labor

Weights To Be Removed & Cavities Insulated

All Sashes To Be Stacked Neatly and Left Behind

All Storms The Same

If wanted: Add For 6x6 Contoured Grids

Total: 11,958.-

Add: 1,070.-

If wanted: Add For Foam Filled Frames .26 U-Value

Add: 1,620

Siding:

Cover Building with 1" Dow Foam R-5.

Cover all window & Door Frames with Aluminum

Cover all Soffit-Facia with aluminum & vinyl

Install Premium Brand vinyl siding

Total: 26,768.00

Install 1- Set of ThermaTru Double Doors

Total: 2720.00

Install 1- ThermaTru Steel Door in Boiler Room

Total: 1340.00

All material is guaranteed to be as specified, and the above work to be performed in accordance with the specifications submitted for work and completed in a substantial working manlike manner for the sum of Dollars (\$ _____) with payments to be made as follows:

(18,708)

(17,368)

Service Warranty: Two years.

Approximate start _____

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner must have insurance. Public Liability Insurance on the above work to be taken out by CareFree Siding Co., Inc.

Signature of Representative _____

ACCEPTANCE OF CONTRACT

The Above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Lester Cox

Signature of Representative

Signature _____

Owner

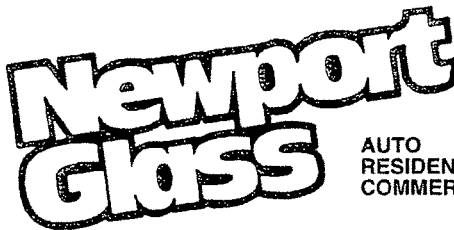
Date 6-23-10

Signature _____

Owner

162 ELM STREET
P.O. BOX 399
NEWPORT, ME 04953

207-368-5698
1-800-660-3700
FAX 207-368-4699



AUTO
RESIDENTIAL
COMMERCIAL

24 Hour Emergency Service 368-20



Quote

Q002700

ACCOUNT NO.:	AGENT NO.:	PURCHASE ORDER NO.:	DATE
			4/19/2011 01:15 PM

CUSTOMER STATE TAX OR EXEMPT NO.	CUSTOMER FEDERAL TAX I.D. NO.	ADV. CODE	SALESMAN I.D.	ORDER TAKEN BY	INSTALLED BY	FEDERAL TAX I.D. NO.
						01-044010142942

BILL TO:	SOLD TO:
TOWN OF VEAZIE ATTN: BILL REED 1084 MAIN ST VEAZIE, ME 04401 (207) 942-1654	TOWN OF VEAZIE ATTN: BILL REED 1084 MAIN ST VEAZIE, ME 04401

INSURANCE PROOF OF LOSS

INSURANCE CO.	POLICY NO.
INSURANCE CO.	CLAIM NO.
PHONE NO.	CAUSE & LOSS LOCATION
POLICY NAME	VERIFIED BY
AGENT NAME	DATE OF LOSS
AGENT PHONE	DEDUCTIBLE

VEHICLE INFORMATION

MAKE	MODEL	YEAR	DOORS
ODOMETER	LICENSE	VEHICLE I.D. NO.	

Qty	Part Number	Description	List	Disc%	Sell	Total
1	VINYL WINDOW	HARVEY CLASSIC DOUBLEHUNG LOT OF 36	\$11467.90	0	\$11467.90	\$11467.90
36	LABOR	WEIGHT WELL INSULATION	\$25.00	0	\$25.00	\$900.00
1	LABOR	DISPOSAL OF WINDOW SASH	\$750.00	0	\$750.00	\$750.00
1	MATERIAL	ENTRY DOOR BOILER ROOM	\$685.93	0	\$685.93	\$685.93
1	MATERIAL	PAIR OF DOORS SIDE ENTRANCE	\$1676.60	0	\$1676.60	\$1676.60
1	MATERIAL	TRIM MATERIAL FOR DOORS	\$130.00	0	\$130.00	\$130.00
1	LABOR	LABOR FOR DOOR INSTALLATION	\$500.00	0	\$500.00	\$500.00
36	LABOR	LABOR FOR WINDOW INSTALLATION	\$30.00	0	\$30.00	\$1080.00

RECEIVED BY

AUTHORIZATION TO PAY

I hereby authorize and empower the above-named insurance company to pay this invoice in full settlement, satisfaction and discharge of all loss under the above policy. Upon such payment, all rights I may have for claim and demand for loss and damage described above against the above named insurance company shall be thereby forever discharged. In the event that the above named insurance company does not make timely and/or full payment of this invoice according to its terms, I hereby accept responsibility for such payment and agree to pay all charges reflected on this invoice to the above named glass company subject to and according to all terms and conditions on this invoice.

CUSTOMER'S SIGNATURE

TOTAL SALE

TERMS

TERMS: NET 30 DAYS. SERVICE CHARGE OF 1 1/2% PER MONTH (18% PER ANNUM) WILL BE CHARGED ON OVERDUE ACCOUNTS.

162 ELM STREET
P.O. BOX 399
NEWPORT, ME 04953

207-368-5698
1-800-660-3700
FAX 207-368-4699

Newport Glass

AUTO
RESIDENTIAL
COMMERCIAL

24 Hour Emergency Service 368-2083

Page 1 of 1



Quote

Q002700

ACCOUNT NO.:	AGENT NO.:	PURCHASE ORDER NO.:	DATE
			4/19/2011 01:15 PM

CUSTOMER STATE TAX OR EXEMPT NO.	CUSTOMER FEDERAL TAX I.D. NO.	ADV. CODE	SALESMAN I.D.	ORDER TAKEN BY	INSTALLED BY	FEDERAL TAX I.D. NO.
						01-044010442942

BILL TO: TOWN OF VEAZIE ATTN: BILL REED 1084 MAIN ST VEAZIE, ME 04401 (207) 942-1654	SOLD TO: TOWN OF VEAZIE ATTN: BILL REED 1084 MAIN ST VEAZIE, ME 04401
---------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------

INSURANCE PROOF OF LOSS

INSURANCE CO.	POLICY NO.
INSURANCE CO.	CLAIM NO.
PHONE NO.	CAUSE & LOSS LOCATION
POLICY NAME	VERIFIED BY
AGENT NAME	DATE OF LOSS
AGENT PHONE	DEDUCTIBLE

VEHICLE INFORMATION

MAKE	MODEL	YEAR	DOORS
ODOMETER	LICENSE	VEHICLE I.D. NO.	

Qty	Part Number	Description	List	Disc%	Sell	Total
36		HARVEY CLASSIC DOUBLEHUNG WHITE VINYL REPLACEMENT WINDOWS.WINDOWS WILL HAVE 7/8" LOW-E/ARGON INSULATED GLASS,1/2 SCREENS AND 8/8 GRIDS .INSTALLED.NEWPORT GLASS WILL INSULATE ALL WEIGHT WELLS ON WNDOWS REPLACED..				
1		THERMA TRU SMOOTH STAR FIBERGLASS INSULATED DOOR W/LEVER LOCKSET FOR BOILER ROOM				
1		PAIR THERMA TRU SMOOTH STAR FIBERGLASS DOORS W/PANIC HARDWARE,REMOVABLE MULLION,1/2 GLASS KITS INSTALLED IN SIDE ENTRANCE.				
THANK YOU FOR YOUR BUSINESS!						

RECEIVED BY	AUTHORIZATION TO PAY
 	I hereby authorize and empower the above-named insurance company to pay this invoice in full settlement, satisfaction and discharge of all loss under the above policy. Upon such payment, all rights I may have for claim and demand for loss and damage described above against the above named insurance company shall be thereby forever discharged. In the event that the above named insurance company does not make timely and/or full payment of this invoice according to its terms, I hereby accept responsibility for such payment and agree to pay all charges reflected on this invoice to the above named glass company subject to and according to all terms and conditions on this invoice.

CUSTOMER'S SIGNATURE

TERMS: NET 30 DAYS. SERVICE CHARGE OF 1 1/2% PER MONTH (18% PER ANNUM) WILL BE CHARGED ON OVERDUE ACCOUNTS.

Sub Total: \$17190.43

Tax: \$0.00

TERMS

TOTAL SALE

Total: \$17190.43



AUTO
RESIDENTIAL
COMMERCIAL

162 ELM STREET, NEWPORT, ME 04951

368-5698

24 Hour Emergency Service 368-2083

Mobile Windshield Service 1-800-660-37

FAX (207) 368-4699



April 19, 2011

TO: Town of Veazie
1084 Main ST
Veazie, ME 04401

ATTN: Bill Reed

RE: LIST OF COMPLETED PROJECTS

University of ME @ Farmington
Dept of Facilities Mngement
147 Farmington Fall RD
Farmington, ME 04938
Contact Person Leo Deon
207-778-7008

June 2010
Dakin Hall window replace-
ment; installed Harvey windo

Maine Central Institute
295 Main ST
Pittsfield, ME 04967
Contact Person Ed Porter
207-416-8595

August 2009
Alumni Hall window replace-
ment; installed Harvey windo

Penobscot Community Health
1048 Union ST STE 3
Bangor, ME 04401
Contact Person Stan
207-944-3857

November 2009
Installed Harvey Classic
doublehung windows

Bangor School Dept.
885 Broadway
Bangor, ME 04401
207-941-6200

August 2009
Abraham Lincoln School window
replacement; installed Harvey
windows

Brewer Housing
1 Colonial Circle
Brewer, ME 04412
Contact Person Steve Williams
207 478 4427

December 2009
Norumbega Hall

Request for Qualifications and Proposal for Contracted Assessor

The Town of Veazie, Maine is seeking proposal of services for contracted Assessor services. The Town Council for up to a two-year period appoints the Assessor. Veazie is located on the shores of Penobscot River between the City of Bangor and the Town of Orono. The total Town assessed valuation is roughly \$300,000,000 with some \$88,000,000 in exempt property and equipment valuation. The Town is also home to the Maine Independence combined cycle natural gas power plant, which is the Town's largest taxpayer. The Town also has roughly 850 parcels and 150 personal property accounts and 3 TIF districts. The position is responsible for the administration of the department, the valuation, appraisal and assessment, recordkeeping, assisting in the printing of bills, preparing reports necessary to meet the Town's obligations under Maine Law (such as the annual Municipal Valuation Return to the Maine Department of Revenue, the annual Tree Growth Tax Law report to the Maine Department of Conservation) and assisting the public regarding real and personal property valuation for tax purposes. The successful individual or firm shall be a Certified Maine Assessor (CMA) and shall have experience in the assessment of waterfront, residential, farm land, tree growth, open space, buildings, TIF districts and Major Commercial / Industrial facilities. The candidate or firm should display excellent interpersonal skills, a working knowledge of the TRIO assessing system and the skills to interpret and apply the laws and regulations governing assessing.

Interested individuals or firms shall submit a qualifications packet with a cover letter stating services to be rendered. All submissions will require that the assessor or agent would be available to the public at a minimum of at least 120hrs annually in the Town Office of Veazie and experience with Trio Assessing software. All submissions will detail and define the cost of billable and extras; will clearly stated and detail total work plan time estimated to perform the services of assessor for the Town of Veazie. The proposal shall define the total compensation requirements in billable hourly units related to the work plan submitted. Submissions shall also include recent professional references, and a resume of all individuals within the proposal.

Submissions shall be sent to Wm Reed, Town Manager, RE: Assessor Proposal no later than the close of business on XXXXXXXXX at the Veazie Town Office, 1084 Main Street, Veazie, ME 04401 The Town of Veazie is an equal opportunity employer.

If you have any questions about the position or the Town of Veazie please contact William Reed, Town Manager at (207) 207.947.2781.

From: William Reed <veazietm@aol.com>
Subject: **RFQ Assessor**
Date: April 13, 2011 11:35:21 AM EDT
To: "Thomas A. Russell" <tar@frrlegal.com>
Cc: rod hathaway <rod@mainetrailer.com>
Bcc: Allan Thomas <arthomas@veazie.net>
1 Attachment, 26.5 KB

Tom

Please find attached my DRAFT RFQ / RFP that I have developed ~

The Town council would like to review this at the next meeting on the 25th

Thank you for your time on this !

[Assessor RF....doc \(26.5 KB\)](#)

William Reed

veazietm@aol.com

Confidentiality notice: the email message contained herein is intended only for the individual to whom or entity to which it is addressed as shown at the beginning of the message and may contain information that is privileged, confidential, and/or exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or if the employee or agent responsible for delivering the message is not an employee or agent of the intended recipient, you are hereby notified that any review, dissemination, distribution, use, or copying of this message is strictly prohibited. If you have received this message in error, please notify us immediately by return email and permanently delete this message and your reply to the extent it includes this message. Thank you for your cooperation.

From: William Reed <veazietm@aol.com>
Subject: **Follow up to your question RE: Regional Assessing and RFQ development**
Date: April 13, 2011 4:32:22 PM EDT
To: "Conlow, Cathy" <cathy.conlow@bangormaine.gov>
Cc: sophie wilson <sophiew@orono.org>, rod hathaway <rod@mainetrailer.com>, Joe Friedman <jfriedman3@roadrunner.com>, Jon Parker <jparker@midmaine.com>, david king <vz801@myfairpoint.net>, Brian Perkins <Bperkins@apollo.umenfa.maine.edu>

Cathy

We are still moving forward on the path of working with the working Group on Assessing. The Town Council hasn't withdrawn its Order to study the issue of Regional Assessing.

The Town Council Monday night asked me to prepare an RFQ or RFP for a contracted Assessor for the Town councils future consideration if Allen retires sooner than later. I believe that they see that the regional approach will take some time to work itself out.

I am also collecting data on costs of agreements and the amount of service provided and cost per hour from private contractors. I believe they wish to have a bench mark of any future cost proposed by the regional group to that of a private contractor.

So far the range has been \$70 to \$95 per hour for service.

Again I would note that Allen has not set a date for retirement in writing so we are somewhat flying blind ~ while preparing just in case.

I would believe that the path discussed at the last regional meeting would still continue for the long term development of a regional solution.

So we should continue to develop a punch list of goals and objectives of what standards are the agreed upon standards. (Ben Rick and Allen can work that out) , Also we still an answer if Bangor has the people power to go partial reevaluations, does Bangor have the staff to add data to existing software or will each town have to hire techs to do so? and lastly what level of detail will be required so all three Towns have the same data sets with a revalue.

This is my thought of the path forward as discussed at the last regional meeting.

William Reed
veazietm@aol.com

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On Apr 13, 2011, at 3:56 PM, Conlow, Cathy wrote:

Bill – Based on this request, what are the next steps for Orono, Veazie and Bangor? Cathy

From: MTCMA-Members-owner@imail.memun.org [mailto:MTCMA-Members-owner@imail.memun.org] **On Behalf Of** William Reed
Sent: Tuesday, April 12, 2011 12:56 PM
To: MTCMA-Members@imail.memun.org
Subject: Assessor Agent RFQ

Hello Everyone~

The Town Council asked me to see what other Towns had done for Request for Qualifications for Assessors Agents recently.

They are thinking of putting out an RFQ when our Assessor retires in the future.

Thanks for any assistance!!!!

William Reed
veazietm@aol.com

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LEASE AGREEMENT

ITEM # 6d

LEASE AGREEMENT made this 30 day of March , 2010, by and between the **Town of Veazie**, a Maine municipal corporation situated in Penobscot County, Maine ("Town") and the Eastern Maine School of Self Defense with a place of business in Veazie, Maine ("School").

In consideration of the mutual conditions and covenants contained herein, the parties agree as follows:

1. The Town leases the School and the School does hereby rent and take as lessee, subject to the terms and conditions contained herein, 2nd floor of the 44' x 77' wood frame building(hereafter referred to as the "leased premises" or "premises") located on the real property commonly known as the Community Center, which property is situated on 1005 Olive St. in the Town of Veazie, Maine; together with the right to use in common with others such other portions of the Community Center as are reasonably required by the School.

That the School shall have the right to use in common with others the parking lot of the premises. The School use of the leased premises shall not interfere with public access and use of the remainder of the Community Center property, including but not limited to public use of the meeting rooms downstairs.

No modifications may be made by the School without express written approval of the Town. In addition to the approved modifications, the School shall provide maintenance and upkeep of the property. Town will reasonably share in the cost of emergency improvements.

The Town will pay the following for the first year of the lease:

- (1) Water
- (2) Sewer
- (3) Electrical
- (4) Heating Fuel
- (5) Alarm Service

The School will provide the following for the first year of the lease:

- (1) Phone Service

The above commitment will not be guaranteed from year to year of the lease.

2. The School may use the leased premises for storage and display of any and all necessary equipment; as well as an office.
3. The term of this Lease Agreement shall be for a period of six months



commencing March 1, 2010 and expiring September 30, 2010. This lease shall automatically renew for successive six-month terms with the rent being negotiated two-months prior to the end of the lease arrangement, unless either party notifies the other in writing sixty (60) days before commencement of the new lease term of its desire to terminate the lease.

4. The School being shall pay a base rental to the Town in the amount to be determined by the Town which will be arrived at based in part on costs to the Town to maintain the building through utility and other related costs. First year payment negotiated between the Town and the School based on the opening date and full operation of the School which will be \$325 plus \$25 for a total of \$350.
5. The School shall keep and maintain the leased premises in good clean order and condition, and shall not cause or permit any portion of the leased premises or of the Community Center property to become unsightly or offensive due to litter, garbage or otherwise. The Town shall be responsible for snow plowing on the leased premises. The school shall maintain all egress and walkways, which shall include shoveling of snow and ice removal of all doorways and exits.
6. At the expiration or other termination of this Lease Agreement, the School shall deliver up and surrender to the Town the leased premises, including all fixtures and equipment, in good clean order (premises) and good working condition (fixtures), reasonable wear and tear excepted. At such time, the School shall promptly deliver to the Town all keys to the leased premises. At such time, title to all equipment and other personal property provided by the School and not removed from the leased premises and title to all alterations or improvements which cannot be removed without damaging the leased premises shall be in the Town.
7. The School shall not make any alteration of or improvement to the leased premises or any portion thereof without first obtaining the written approval of the Town Manager and the Code Enforcement Officer. All signs must be approved in advance by the Town Manager and Code Enforcement Officer.
8. All applications and connections for utility services, on the leased premises shall remain in the name of the Town for the first year of rent, in which year the School's yearly rent shall be used to cover utility charges.
9. The School shall comply with all Federal, State and local laws and ordinances during the original or additional term of this Lease Agreement. The School agrees to obtain and maintain all necessary licenses and/or permits at its own cost. No taxes shall be assessed to the School for real or personal property owned by the Town.
10. The School agrees to obtain and maintain in full force and effect at all times during the original or additional term of this Lease

JHC

Agreement insurance coverage with a company licensed to do business in the State of Maine, with the Town, its officers, agents, and employees as additional named insured, as follows: Comprehensive General Liability Insurance covering personal injury, death, and damage to property, in the following amounts:

Bodily Injury and Property Damage	\$1,000,000
Personal Injury and Advertising Injury	\$1,000,000
Per Project Aggregate	\$1,000,000
Products and Completed Operations Aggregate	\$2,000,000
General Aggregate	\$2,000,000
Medical Payments	\$5,000

Such insurance shall bear an endorsement by which the Town must be given thirty (30) days' prior written notice before cancellation. The School shall provide the Town Manager with a written certificate evidencing such insurance coverage prior to this lease taking effect. Such policy or policies shall inure to the benefit of the School and the Town, as their interests may appear, so that each must be a party to any settlements thereon.

11. The School shall defend, indemnify and hold harmless the Town, its officers, agents and employees from and against any and all claims, liability, damages, expenses, causes of action, suits or judgments, by or on behalf of any person, firm or corporation arising from the School possession, use or occupancy of the leased premises and use of any other portion of the Community Center property being used permanently or temporarily by the School.
12. If all or any part off the leased premises is so 'damaged or destroyed by fire or other casualty without fault of the School as to be unfit for use by the School as provided in Paragraph 2, then the rent, or a fair and just proportion thereof, according to the nature and extent of the damages sustained, shall be suspended or abated until the premises are rebuilt and put in proper condition for use and occupation by the Town; or this Lease Agreement shall, at the election of either the School or the Town, upon written notice to the other within thirty (30) days after such damage or destruction, be terminated.
13. If the School shall fail to pay rent when due or shall fail or neglect to perform any obligation imposed on it by this Lease Agreement, then the Town, in addition to any other rights or remedies it may have, shall have the right to re-enter the premises, to remove all property therefrom and to store such property at the School's expense. The School shall be given written notice of any such failure or neglect, and the Town's right to re-enter hereunder shall not arise if, within ten (10) days after delivery of the notice, the School has made the required payment or has performed the required obligation. The Town will not be deemed guilty of trespass or liable for loss or damage occasioned by exercise of its right of re-entry herein. No such reentry shall be construed as a termination of this

JK

Lease Agreement unless a written notice of such intention is given to the School by the Town. All rights of the Town which shall have accrued prior to such termination, including all rights relating to the condition of the leased premises, shall survive such termination. The School shall also be liable for any reasonable attorney fees incurred by the Town in enforcing any of its rights hereunder.

14. The School shall not assign, sublet, mortgage or otherwise encumber the leased premises, nor permit the premises to be used or occupied by others, without the prior written consent of the Town.
15. The waiver by the Town of any breach of any term, covenant or condition herein shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same, or any other term, covenant or condition herein. The subsequent acceptance of rent by the Town shall not be deemed to be a waiver of any preceding breach by the School of any term, covenant or condition of this Lease Agreement, other than the failure of the School to pay the particular rent so accepted.
16. Any notice, demand, or request which may be or is required to be given pursuant to this Lease Agreement shall be delivered in person or sent by United States certified mail, postage prepaid (except that rent payments need not be sent by certified mail), and shall be addressed:

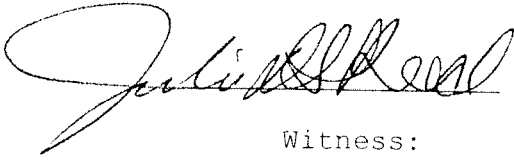
(a) to The Town of Veazie:
William B. Reed
Town Manager
Town of Veazie
1084 Main St.
Veazie, Maine 04401-7091

(b) to The Eastern Maine School of Self Defense:
Glenn Kennedy, Owner
Eastern Maine School
School of Self Defense
240 Stetson Rd.
Levant, ME 04456

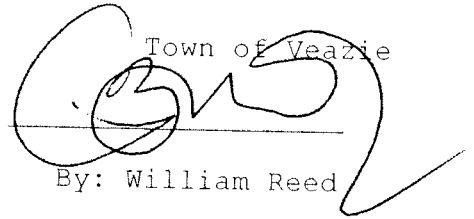
or at such other address as either party may from time to time designate by written notice.

JK

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first above written.



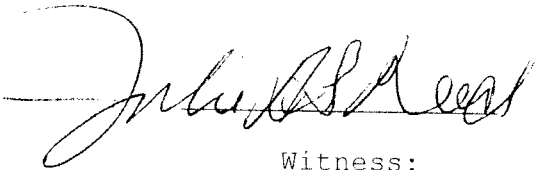
Witness:



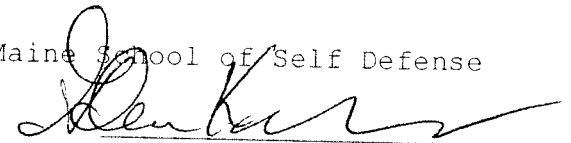
Town of Veazie

By: William Reed

Town Manager



Witness:

Eastern Maine School of Self Defense


By:

Glenn Kennedy

Its Owner

Town of Veazie
Budget Committee
Jan. 30, 2011 7 PM

ITEM # 8a

Present: Sabina, Solouki, Bill Hogan, Travis Noyes, Marilyn Bishop
All Dept Heads with Fire Chief excused.
Bill Reed and Jule Reed, Town officials

The meeting was called to order at approximately 7 PM.

Travis Noyes nominated Bill Hogan to be chairperson, 2nd
by m/b. VOTE was Unanimous.

m/b agreed to be the secretary. The others agreed.

The following meeting dates were agreed to.

04/14/2011 @ 6:30 PM 04/19/2011 @ 6:30 PM
04/26/2011 IF NEEDED 05/04/2011 @ 6:30 PM

A general discussion followed by all present over
goals and ideas of the meetings. All present agreed that
COMMUNICATION is very important.

This discussion was followed by all the department heads
except the Fire Chief who was absent with permission,
^{presenting their dept. reports.}
There was cogent discussion by all department heads and
budget committee members reviewing the reports.

The meeting was adjourned @ 8:24 PM.

Respectfully submitted.

Marilynn Bishop m/b

Next scheduled meeting 04/04/2011 @ 6:30 PM

Memo

To: William Reed
Cc: Town Council
From: Karen Humphrey, Deputy Clerk
Date: April 13, 2011
Re: Forms & Online Services

In response to discussion at the last Council meeting I've reviewed the forms available on the Town's website and the possibility of other forms. Currently these are the forms available online:

Assessing Dept – all exemption forms

Clerk's Dept – marriage intentions

General Asst – application

Police Dept – house check forms

The building permit application has now been added. The electrical and plumbing permits are carbon copy forms and cannot be placed online.

In looking at other comparable municipalities' websites, I discovered that we offer the same online forms. I also looked at different sites to see what online services were offered. I looked at Hermon, Hampden, Brewer, Orono, Bangor, Freeport, Portland, Augusta, and Waterville to name a handful. We offer the same online services: vehicle registration, boat registration, ATV & snowmobile registration, dog licensing and hunting & fishing licenses. We provide links to all of these services on our website in the corresponding sections.

To improve upon it however, I am going to talk to our vendor about placing a link to "Online Services & Forms" on our main page. That way we can list all online services in one place as well as all of the forms.

Memo

To: Town Council
From: Brian Stoyell, Director
CC: Manager Reed
Date: April 15, 2011
Re: Arbor Drive

On Tuesday April 12 I talked with Dennis Cross the Superintendant of the Orono Veazie Water District regarding their road opening on Arbor Dr. Dennis informed me that as soon as Sunrise/ Lane construction opens their asphalt plant that the road will be repaired. In the mean time he has placed gravel at the end of the road to keep the hole to a minimum.

Memo

To: Town Council
From: Brian Stoyell, Director
CC: Manager Reed
Date: April 15, 2011
Re: Arbor Drive Cul-de-sac

The plow damage that occurred on the Arbor Drive cul-de-sac has been addressed. As soon as the loam piles are dry and accessible the plowing damage will be repaired.

Memo

To: Town Council
From: Brian Stoyell, Director
CC: Manager Reed
Date: April 25, 2011
Re: Veazie Spring Cleanup

I have looked into pricing for a metal container for Veazie's spring cleanup. One Metal Recycling formerly Industrial Metals charges only mileage to the town which is taken out of the metal profit. The demo container is roughly \$150.00 to drop and pick up and the charge per ton is \$75.00.

My recommendation is to hold the annual spring cleanup on May 22 and the 23 from 8:00am to 3:00pm. Refrigerators and air conditioners may be dropped at a charge of \$15.00 per item for the Freon removal. All paint and hazardous household waste may be dropped off at the annual Hazardous Household Waste Day held at the Bangor Public Works garage in October.

Brush and the leaf bags will be picked up curbside and will not be accepted at the cleanup here at the Veazie Town Office.

Town of Veazie

Memo

To: Town of Veazie Council Members
From: Robert Young; Recreation Director
CC: William Reed; Town Manager
Date: 4/21/2011
Re: Professional Management Software

The two programs that are used by local Recreation Departments are My Rec. Program and Childcare Sage. The My Rec. program is used by Bangor and Orono. This program allows the departments to accept on line registrations and online payment. This program is very effective but carries an annual cost of \$3,400.00 per year. The Childcare Sage program allows flexible billing system, child billing and staff payroll including ability to email bills. Accounts receivable tracks all income and accounts payable tracks all expenditures. The key factor is the fingerprint scanning system which allows staff to track attendance of all participants. This program cost \$800.00. The only thing this program does not allow is online payment. Hermon currently uses this program and is very happy with the results. They currently collect payment the same way Veazie does. It would be my recommendation that the Town of Veazie purchase the Childcare Sage Program.

Riverside Regionalized School Unit #26

Glenburn, Orono and Veazie

983 Hudson Road
Glenburn, Maine 04401

Tel: 942-4405
Fax: 433-7233

April 13, 2011

To: Riverside RSU 26 School Board of Directors
Fr: Superintendent Douglas K. Smith
Re: Time Frame for Budget Approval Process

Listed below is the revised time frame for this year's Budget Process.

Feb. 16 - May 3	RSU Board of Directors' Budget Meeting
May 4	RSU Board meets to approve the proposed school budget and warrant articles
May 5 - May 17	Board of Selectmen/Councils meet to approve and sign the referendum budget validation to be held on June 14, 2011
May 18	Budget meeting warrant - posted at least 7 days before the budget meeting - Glenburn
June 1	Budget Meeting - must be held within 30 days of the Budget Validation Referendum
June 14	Budget Validation Referendum [Statutory Referendum]



Bangor Area Storm Water Group 6th Annual Regional Street & Stream Cleanup



Come show your community spirit and help protect our local water resources at the Bangor Area Storm Water Group's 6th Annual Regional Street & Stream Cleanup. This is a great opportunity to get outside and enjoy the fresh spring air with friends and family while truly making a difference in your community and for our environment. Kids and adults, local organizations, groups, and individuals are all welcome! We can't do it without you!

Please join us for a fun day! Volunteers receive a free t-shirt and BBQ lunch! For more information on additional Street & Stream Cleanups visit www.BASWG.org.

Come show your community spirit!

Veazie Street & Stream Cleanup

Saturday May 14, 2010

9:00 am meet at the Veazie Salmon Club

Contact: Allan Thomas 947-2781, arthurmas@veazie.net



Veazie Police Department

Thank you all for your help,
prayers and compassion words
cannot express how caring & comforting

God is our refuge you were
and strength... Peace be with you



Psalm 46:1

Doreen Hemstock
& sons -

ITEM # 8h

From: "Paul Dupuis" <paul.veazie@gmail.com>
Subject: **General Comments to the Town**
Date: April 19, 2011 5:49:40 AM EDT
To: veazietm@aol.com, "Bill Reed" <breed@veazie.net>
▶ 1 Attachment, 0.9 KB

Request From: Paul Dupuis
Email: paul.veazie@gmail.com
Source IP: 66.186.164.10

Address: 38 Thompson Rd
City: Veazie
State: Me
Zip: 04401
Phone: 356-9772
Organization:

I know I'm not the first one to formally complain about this past winter's plowing by Silvers. Their performance was BEYOND ridiculous. Who's going to PAY for the damage? I would send Silvers a bill. They have destroyed driveways, curbs, several roads, and turf all over the town. I took my boys to Riverview park yesterday...and it's a complete mess. During our biggest storms, roads in our neighborhood were left unplowed for hours on end. Silver's may be a great contractor, but their drivers are completely incompetent when it comes to snowplowing. I've been here for almost 7 years and I've never seen destruction like this. It's time to hire someone else to do the job.



[Attach0.html \(0.9 KB\)](#)

ITEM # 81

From: William Reed <veazietm@aol.com>
Subject: **Re: Zumba class at Veazie Community School**
Date: April 20, 2011 4:50:18 PM EDT
To: Karen Mathien <rkmathien@gmail.com>
Cc: ryoung@veazie.net, Karen Humphrey <khumphrey@veazie.net>
Re: rod hathaway <rod@mainetrailer.com>

Karen Mathien and Mary Baker;

I just wanted to follow up on your email from earlier in the month.

I also wanted to wait until we had some information to share with you since the matter at hand was between the School (RSU) and Skye Washington. So I am glad to outline to you that Robert Young the Recreation director is working with Skye Washington. They at the present time are trying to make her a part of the Parks and Recreation program. She and he had a meeting today and that goal seems to be moving forward. Rob is working very hard to help her with her problem and save the program.

The problem occurred when the RSU (formerly the School Department) found out that Skye was a private for profit vendor using the facility for free. The RSU's policy from our understanding is that Skye should have been paying commercial or for profit rental rates for the use of the facility "gym". Also her insurances were not made out to the proper entities that being the Town of Veazie and the RSU. The Town no longer controls the school facilities and the school just started overseeing all uses since the RSU was formed. Some how her status was never checked by the RSU.

At the present time, Rob is trying to work the matter out, so that she will be a contracted private vendor working for the Parks and Recreation department. It was my understanding that the School officials talked with Skye and told her of the rental rate and the insurance requirements that the RSU would require. She then began discussions with Rob to see what could be done to assist her because the cost would have been a lot more then she could handle with her limited business.

Again the Goal is to help the program to continue for the community.

On a side note all school activities will take president over the the Towns Rec. department use as our current understanding with the RSU states. So we will try and maximize the usage but it is not our final say it will be the School's RSU board.

I just wanted to take the time to update you and if you could share this information with others concerned it would be greatly appreciated.

Please feel free to contact myself or Robert Young for further information.

Again thank you for the letter and I hope this has addressed your concerns.

William Reed
veazietm@aol.com

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On Apr 7, 2011, at 1:31 PM, Karen Mathien wrote:

Mr. Reed and Mr. Young,

Attached is a letter voicing our thoughts on the wonderful class that has been running at the school. Thank you

Karen Mathien and Mary Baker
<Zumba letter.doc>

Dear Mr. Reed and Mr. Young,

We have been regularly attending Skye Washington's Zumba class at the Veazie Community School since October, 2010, and have enjoyed it tremendously. She is a veritable gem of an instructor who has a variety of certifications in the area, maintains interest by frequently changing up her "routines," and couldn't be more enthusiastic at her classes, always welcoming new people and people of all ages! We are SO lucky to have the opportunity to attend her classes and it's a very enjoyable way to connect with other townspeople and get healthy at the same time. Class attendance has increased consistently since we started, and she averages forty people per class, 80% of whom are Veazie residents.

We were recently informed that her classes will soon fall under the purview of the Veazie Recreation Department. That being the case, we do hope that her class will be considered equally as important as other groups in the delegating of time slots and space usage, allowing for a predetermined plan for the class as there have been times in the last few months when last-minute changes have confused things a bit....given the size of the class, the cafeteria space has become a challenge although we certainly understand that students' basketball games are a priority and end-of-season playoff games not always predictable.

We just wanted to voice our strong support for the continuation of this great class, and thank you for your attention. Enjoy Spring!!

Two Big Zumba Fans,

Karen Mathien and Mary Baker

Cc: Skye Washington