

Veazie Town Council
Veazie Council Chambers

Monday July 16, 2012

6:30 PM



AGENDA

- ITEM 1.** Call to Order
- ITEM 2.** Secretary to do the Roll Call
- ITEM 3.** Pledge of allegiance
- ITEM 4.** Consideration of the Agenda
- ITEM 5.** Approval of the June 18 & July 2 Council Meeting Minutes
- ITEM 6.** Public Comments.

New Business:

- ITEM 7** Election of MMA Vice-President (vote for one)
Election of 3 Directors for MMA
- ITEM 8** Forestry Contract for the Conservation Commission
Authorize the Town Manager to sign the contract on behalf of the Town
- ITEM 8A** Department reports

Old Business

- ITEM 9.** RSU Withdrawal Committee update
- Item 10.** Recommendation by the Community Center Committee regarding the bids for the furnace
Award Bids for the furnace.
- ITEM 11** Discussion of the Town meeting budget cuts

- ITEM 12.** Award Road Paving bids
- ITEM 13.** Manager's Report
- ITEM 14.** Comments from the Public
- ITEM 15.** Requests for Information and Town Council Comments
- ITEM 16.** Review & sign of Town Warrant 28 , 2 & 2A Payroll 2
- ITEM 17.** Adjournment

Joseph Friedman	Jonathan Parker	Brian Perkins	Tammy Olson	Chris
Bagley	1 Veazie Villas	1149 Buck Hill Dr.	1116 Chase Rd.	5 Prouty
Drive	16 Silver Ridge	852-0933	947-4740	942-2609
	947-9624			

Agenda Items

For July 16, 2012

Item 7. In your packet is a list of candidates for the MMA Vice President position. Also, three people are running for the three slots for the MMA Directors position. You will need to vote on this.

Item 8. David Wardrop presented a Forester Retainer Contract for services. A copy of that contract is in your packet.

Item 8A Department Reports from the CEO/LPI, Public Works and ACO

Item 9. The RSU Withdrawal Committee is in the process of negotiating with the RSU 26. Chairman Olson may have some information to report following Wednesday session.

Item 10. This item was tabled from last time and the Community Center Committee will be making a recommendation regarding this item

Item 11. Please bring your ideas, suggestions and reaction on the budget cuts I proposed at the last meeting.

Item 12. I will have the bid results for paving of Main Street for the Monday night meeting. In your package is the bid specs that were sent to all the road contractors. The deadline is Monday afternoon at 3 PM.

Managers Report For July 16, 2012

As you know we have been short staffed and I placed an ad on the MMA website and have had a few calls as well as letters of application regarding the opening. Because of the uncertainty of how long the job will last has chased a few applicants away. At this point, we are having Kelly Brown who works at the Bradley Town Office come in 2 days a week to help us out. I have enclosed the job announcement.

Tom Russell will be at your August meeting to discuss the Fire Department labor negotiations.

On the last manager's report, I reported that Daryl Fowler of Coastal Telephone & Wire had given us a quote on upgrading our system His cost was \$1100. I was asked to get a quote from Bricknet who provided a cost of \$1,495. A copy of their quotes is in your packet. I have also looked at going to cloud system, but that would increase the cost not decrease the cost.

Road paving was re-bid and the bids will be opened on Monday at 3 PM and presented for you at Monday's meeting .

As you may recall I requested a time extension for the RSU Withdrawal Committee to do its work. The Department of Education sent me a letter granting my request for an extension. Tammy will give you an update on where things stand.

On the municipal budget, I met with Bob Penley from Trio regarding using the Trio Budgetary system. At the last meeting I gave you a cost of over \$6,000. That price included the payroll which I do not want to do anything with at this time. The cost for just budgetary is \$4,900. Please note that the \$4,900 includes \$1,000 worth of training

Fy 2012-2013	ADS annual charge.....\$2,024.20	Trio4,900
Fy 2013-2014	ADS annual charge.....\$2,024.20	Trio\$800
Fy 2014-2015	ADS annual charge.....\$2,024.20	Trio\$800

The Town of Veazie takes payments at the front counter and receipts cash into Trio and then the next day the revenue is reentered into the ADS System. That can take, say, an hour a day. We then are paying for data entry at \$21/hr so labor cost can be reduced. In addition, data entry errors may be reduced. (Example of \$21 x 5 days x 40 weeks= \$4,200)

Trio revenues are entered into Trio budgetary at the time that system is updated and closed, usually at the close of the day. I have talked to Dan Parks with Brantner-Thibodeau regarding using two systems. He suggests that strong consideration be given to consolidating the accounting system. I have enclosed his email in your packet.

PRESENT: Chairman Olson, Councilor Perkins, Councilor Friedman, Councilor Bagley, Councilor Parker, Town Manager J. Hayes, Office Administrator J. Reed, Assistant Clerk A. Blethen, Recreation Director R. Young, Police Chief Mark Leonard, Fire Chief Gerry Martin, Public Works Director B. Stoyell, Member of the Press Nick McRae, Members of the Public.

ITEM 1. The July 2, 2012 Veazie Town Council meeting was called to order at 6:30PM.

ITEM 2. Roll Call
Chairman Olson, Councilor Bagley, Councilor Friedman, Councilor Perkins and Councilor Parker were all present.

ITEM 3. Pledge of Allegiance

ITEM 4. Consideration of the Agenda
No changes necessary.

ITEM 5. Approval of the June 18, 2012 Council Meeting Minutes
Motion by Councilor Parker to table approval of the June 18, 2012 Council Meeting Minutes as they had been presented late. Seconded by Councilor Friedman. No further discussion, voted 5-0 in favor.

ITEM 6. Public Comments
Member of the Public Gary Brooks thanked Manager Hayes and Chief Martin for providing a place, the Fire Bay, for the Water District to meet last week when all meeting places were being used.

New Business:

ITEM 7. Appointments to the Community Center Committee
Councilor Bagley questioned that the Council had talked about advertising to see if anyone new was interested in joining. It was suggested that a few seats be left open to allow for more applicants.

Motion by Councilor Perkins to nominate:

Don MacKay – 3 year term
Carolyn McDonough – 3 year term
Susan MacKay – 2 year term
Janine Raquet – 1 year term
Susan Wells – 1 year term
Julia Hathaway – 2 year term

Seconded by Councilor Friedman. Councilor Parker requested that there still be advertisement for at least one more member. Voted 5-0 in favor.

ITEM 8. Elect Legislative Policy Committee representative for this area
Motion by Councilor Parker to nominate both Thomas Perry and Joseph Hayes as representatives for the Legislative Policy Committee. Seconded by Councilor Bagley. No further discussion. Voted 5-0 in favor.

Old Business**ITEM 9. Recommendation by the Community Center Committee regarding the bids for the furnace**

Community Center Committee Member Carolyn McDonough made recommendation on behalf of the committee to wait until next meeting to award bid as one of the contractors has had health issues and will have bid in tomorrow.

Award bids for the furnace

Motion by Councilor Perkins to table the award of the furnace bids until next meeting. Seconded by Councilor Bagley. No further discussion. Voted 5-0 in favor.

ITEM 10. Discussion of the Town Meeting budget cuts

Manager Hayes outlined his ideas for how to cut the budget and also expressed interest in hearing ideas from the Council. Councilor Perkins questioned the EAP program and how much it costs. It was clarified that it was \$4850 a year and have 180 days to get out of the contract and go with MMA's program. Chief Leonard asked where the service would come out of and if they take part time employees. Councilor Perkins asked about salaried employees overtime and department heads overtime and whether or not they get it for coming to meetings. Is it common practice for department heads to be at meetings in other municipalities and is it common practice to have all department heads on salary?

Chairman Olson expressed that she would like to keep the paving budget and cut somewhere else instead.

Councilor Perkins asked if there was any storm water work that can be done by Public Works to cut costs that wouldn't be burdensome to them.

Cutting ADS services and switching completely to TRIO for budgetary was discussed. Veazie is the only municipality using ADS as it is a school program. It costs \$2200 -\$2500 a year. TTRIO start up cost would be \$6400, but pay back would be in about 3 years and the annual fee is only \$800.

Council agreed to make final decisions next meeting.

ITEM 11. Road Paving

Councilor Friedman said that "if we do this right we could do half this year and half next year". Councilor Perkins agreed. Councilor Bagley asked if we are asking contractors to resubmit bids. Councilor Friedman asked about performance bonds and said that normally you have an engineering company put out the bid. Chairman Olson asked, "What was the amount we have for roads?" \$189,000 was budgeted for this year. The Council agreed to redo bids for half of Main Street and table the item until they receive new bids to specs for Main Street.

ITEM 12. Public Comments

None

ITEM 13. Manager's Report

Manager Hayes reviewed his report.

ITEM 14. Comments from the Public

None

ITEM 15. Requests for Information and Town Council Comments

Councilor Perkins requested a newsletter notice that it is unlawful to shoot fireworks in Veazie.

ITEM 16. Executive Session pursuant to 1 MRSA 405 (6) E&F – Discussion with legal counsel

Motion by Councilor Friedman to enter executive session pursuant to 1 MRSA 405 (6) E&F – Discussion of pending litigation. Seconded by Councilor Perkins. No further discussion. Voted 5-0 in favor.

Motion by Councilor Friedman to leave executive session pursuant to 1 MRSA 405 (6) E&F – Discussion of pending litigation. Seconded by Councilor Parker. No further discussion. Voted 5-0 in favor.

1 MRSA 405 (6) D – Discussion of Labor Contracts – Fire Department

Motion by Councilor Friedman to enter executive session pursuant to 1 MRSA 405 (6) D – Discussion of labor contracts – Fire Department. Seconded by Councilor Parker. No further discussion. Voted 5-0 in favor.

Motion by Councilor Perkins to leave executive session pursuant to 1 MRSA 405 (6) D – Discussion of labor contracts – Fire Department. Seconded by Councilor Friedman. No further discussion. Voted 5-0 in favor.

1 MRSA 405 (6) A – Evaluation of the Town Manager

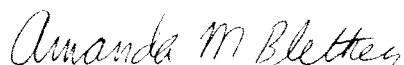
Motion by Councilor Friedman to enter executive session pursuant to 1 MRSA 405 (6) A – Evaluation of the Town Manager. Seconded by Councilor Perkins. No further discussion. Voted 5-0 in favor.

Motion by Councilor Perkins to increase the Town Manager's salary by \$4000 and to do another performance evaluation by December 31, 2012. Seconded by Chairman Friedman. Councilor Parker expressed concern that we should not be giving raises at this time as we are cutting the budget. Voted 3-1, Councilor Bagley abstained.

Motion by Councilor Friedman to leave executive session pursuant to 1 MRSA 405 (6) A – Evaluation of the Town Manager. Seconded by Councilor Perkins. No further discussion. Voted 5-0 in favor.

ITEM 17. Review & Sign of Town Warrant 27, 1 & 1A and Payroll 1**ITEM 17. Adjournment**

A true record, Attest:



Amanda Bletcher
Assistant Clerk
Town of Veazie

ITEM 1. Call to Order at 7 Pm by Chairman Joseph Freidman

ITEM 2. Secretary to do the Roll Call Councilors present were: Joseph Friedman, Jonathan Parker, Brian Perkins, Tammy Olson, and Chris Bagley

ITEM 3. Pledge of allegiance

GA Public Hearing: Opened Public Hearing for General Assistance Ordinance changes that will go into effect on July 1. Manager Hayes outlined the changes to Veazie that are being mandated by the State. There was no comment from the public Chairman Freidman closed the public hearing.

ITEM 4. Consideration of the Agenda Motion by Councilor Parker to move item 17 to the front of the agenda in light of the cuts made to the budget at last weeks Town Meeting. Seconded by Bagley. Motion failed by 3-2 vote with Parker & Bagley voting yes to move Freidman, Perkins, & Olson voting no

ITEM 5. Approval of the June 3 Council Meeting Minutes Motion by Perkins Seconded by Olson. Councilor Olson wanted to clarify item 9 on page two. That it was to engage accounting services to conduct the annual audit. Approved 4-0-1 with Councilor Bagley abstaining

ITEM 6. Public Comments.-none

New Business:

Item 7. Election of Council Chairman Motion by Perkins 2nd by Olson to nominate Councilor Freidman to be chair. Councilor Parker put forth Councilor Olson to be the chair. Seconded by Bagley. Councilor Olson was elected by a 3-1-1 vote with Olson abstaining and Councilor Perkins vote no. Parker, Bagley and Freidman voted yes. On the motion of Counselor Freidman as chair the vote was 3-2 .

Councilor Olson was elected chair for the upcoming year.

Item 8. Resolved that the Veazie Town Council set time and date of council meets for the upcoming year. Motion by Councilor Perkins seconded by Councilor Freidman to meet the first and third Mondays of each month.

Motion was made by Councilor Perkins, seconded by Councilor Freidman to hold the council meeting at 6:30PM. Councilor Parker stated that 7 PM would be better for him seeing he has children. Councilor Freidman stated he remembers when the meetings began at 6 PM and he felt that 6:30 was a good compromise. Councilor Perkins stated

that he has to be up early in the morning and an earlier start means the meeting gets out earlier.

The vote was 3-2 to have the meetings begin at 6:30 PM Councilor Olson, Freidman, Perkins voting yes Councilor Parker and Bagley voting no.

Item 9. Resolve to amend the General Assistance Ordinance as presented, motion by Councilor Perkins seconded by Councilor Bagley. Approved 5-0.

Item 10. The road bids were opened and read aloud as follows

B & B	Main Street	1 ½" Milling	\$13,893.10	Riverview Street
	12.5 mm	73.35/ton	\$68,949	Reclaim & Pave 3" \$21,600
	9.5 mm	\$75.35/ton	\$70,829	
	Concrete Removal		\$6,000	

Sunrise

Main Street	3" Mill	\$ 35,059.38	Riverview Street
Common Ex		\$5,165.25	Reclaim \$3672
Agg Sub Base		\$3,078	Ditching \$2470.50
Agg Base		\$1,845.76	
2" 19 mm binder \$79/ton		\$92,509	2" 19 mm \$11,850
1" 9.5 mm surface \$94/ton		\$54,990	1" 9.5 surface \$7,050
Hand placed Driveway lips		<u>\$2,418.30</u>	Hand placed <u>\$1,076</u>
Total		\$195,065.69	\$26,118.50

Pike			
Main Street	3" Milling		Riverview Street
	HMA	\$32,460.75	Reclaim
	Concrete	\$136,425.00	HMA
		<u>\$23,400</u>	<u>\$15,386.25</u>
	total	\$192,285.75	total
			\$20,386.25

Eric Martin was present from B & B paving to answer questions.

Motion was made to table this item to the next meeting and have the town engineer look over the proposals. There was concern that one of the bidders was only grinding the road an inch and a half. Manager Hayes will get the information to the Town engineer for his opinion.

Item 11 Carolyn McDonough from the Community Center Committee made a presentation regarding the community center roof. Bids were received as follows:

Pond	\$17500	DP Porter	\$26281
Harville	\$17750	Noyes	\$52,500
McLaughlin	\$18500	Roof Systems	\$27650
Williams Roofing	\$20560	Efficient Energy	\$24356

The committee recommends that Williams Roofing be awarded the bid.

Councilor Parker expressed concerns that we should wait to make sure that we can get funds back from the TIF. Manager Hayes had provided an opinion from John Holden regarding the repayment of the dollars from the TIF account once the TIF is approved by the council and the Maine Department of Economic and Community Development.

Counselor Perkins said that a new roof is needed and that we should move forward. Motion was made to award the bid to Williams Roofing Company contingent on the TIF district being created including the community center. Seconded by Bagley Passed 5-0

Item 12 Recommendation by the Community Center Committee regarding the bids for the windows and doors

Carolyn McDonough from the Community Center Committee made a presentation regarding the community center windows and door. The bid is to replace 5 windows (3 in the furnace room and two in the attic).

Viking Glass	\$2350	Pond	\$2550
Efficient Energy	\$2200	McLaughlin	\$2400

The committee recommends that Viking Glass be awarded the bid.

Motion by Councilor Perkins seconded by Councilor Parker to approve Viking Glasses bid.
Approved 5-0.

Item 13 Carolyn McDonough from the Community Center Committee made a presentation regarding the insulation to the Community Center. The committee had 4 bids. They were:

Efficient Energy	\$12,047.43
Garside	\$12,725.00
Pond	\$14,341.75
Penobscot Home	\$15,351.00

The Committee's recommendation is to award the bid to Efficiency Energy.

Motion by Councilor Parker seconded by Councilor Freidman to approve Efficiency Energy bid.
Approved 5-0.

Item 14. Carolyn McDonough from the Community Center Committee made a presentation regarding the furnace bids. It was explained that there is a disagreement among contractors if the furnace can be converted. Two of the four bids submitted price for conversion and the other two gave prices for replacement. The committee is still waiting on one more price and ask that this item be tabled.

Motion by Councilor Freidman Seconded by Perkins approved 5-0 to table this to the next meeting.

ITEM 15. Authorize the Town Manager to engage ACO services with the Town of Milford. Chief Lenoard explained that the agreement is with the Town of Milford.

Motion by Councilor Parker Seconded by Freidman to authorize the Town Manager to execute a contract approved 5-0.

Item 16. Appointment of John Larson as CEO, LPI, Building Inspector addressing officer, E-911 Officer. Motion by Perkins Seconded by Freidman Passed 5-0.

Appointment of Brian Stoyell as deputy CEO. Motion by Perkins Seconded by Freidman Passed 5-0.

Motion by Counselor Perkins to appoint Chris Cronnan to the Planning Board for a three year term. Seconded by Freidman Passed 4-1 with Counselor Parker opposed.

Motion by Counselor Perkins to appoint Suzanne Malis-Andersen to the Planning Board for a three year term. Seconded by Freidman Passed 4-1 with Counselor Parker opposed. Counselor Parker expressed concerns that members of the planning board were on the conservation committee and this could be viewed as a conflict.

Motion to appoint James Brann to the Board of Appeals by Councilor Parker seconded by Perkins. Approved 5-0 There was some discussion that the board had not met him yet. It was pointed out that Mr. Brann was a selectman for 4 years in Newport.

Counselor Perkins brought up that a letter was recived just prior to the Counsel meeting from David King who has expressed interest in serving on the water district as a trustee. Motion by Counselor Perkins to appoint David King to the Planning Board for a five year term. Seconded by Counselor Freidman Passed 4-1 with Counselor Parker opposed Counselor Parker felt that David King should fill out an application. Counselor Olson pointed out that the last news letter asked people to fill out an application or send a letter of interest.

ITEM 17 Council Directed the Town Manager to get together with Department Heads to find ways to cut the budget and bring those suggestions back to the board.

ITEM 18. Janine gave an update on the **RSU withdrawal Committees** work. They are looking on at agreements to accept students as well as meeting with the Glenburn Committee.

ITEM 19. **Manager's Report** Mill Rate: Tax Assessor Ben Birch has indicated that the projected mill rate for FY 2012-2013 to be \$20.50.

Council Sub Committee: Another suggestion is to appoint a sub-committee to interview board candidates. This committee would interview residents who are looking to be on the town's various boards.

Council Recount: As you know David King requested a recount of last weeks election. That recount took place on Friday. The recount showed that Chris Bagley won 241-220. (Note: That the BDN showed that the recount to be 242-220.)

TIF Information: Can the Community Center borrow funds from the Town and later repay the Town from the TIF?" In this case, it would be the cost of a roof.

John Holden replied in his experience (again not a legal opinion):Yes. An eligible cost may "pay back" an expenditure made for an eligible project. (For example a town may pay a consultant to create a TIF and "pay itself back" using the first year TIF revenues).

In this case he advises that yes, as long as the amendment is approved this tax (budget) year. The bid may be awarded. When we have amended (and DECD approves) the TIF to include the Community Center, funds from the TIF account can pay for the roof (an eligible cost under TIF)

The Community Center Committee Members: All members of the Community Center are up for reappointment.

ITEM 20. Comments from the Public Anthony Michard a member of the public welcomed Chris Bagley. He then asked about the cost of the recount and why we didn't charge. It was explained that the State statute as written apply to state elections and it doesn't apply to local elections. Both the clerk and the deputy were working so no extra personnel were called in. Therefore the town did not charge.

ITEM 21. Requests for Information and Town Council Comments The Community Center Committee members present thanked the council for the support. Councilor Perkins thanked them for their hard work.

Counselor Parker asked if the rent on the Community Center was up to date? Julie Reed stated that they were one month behind.

ITEM 22. Authorize the Town Manager to sign agreement with Bratner-Thibodeau for auditing services Motion made by Councilor Freidman Seconded by Councilor Perkins Passed 5-0.

ITEM 23. Executive Session pursuant to 1 MRSA 405 (6) A –Personnel Matter Motion by Councilor Perkins Seconded by Councilor Parker at 9:26 Out of Executive Session at 9:52

Executive Session pursuant to 1 MRSA 405 (6) E & F – Discussion with legal counsel Matter Motion by Councilor Perkins Seconded by Councilor Bagley at 9:52 Out of Executive Session at 10:06

1 MRSA 405 (6) D – Discussion of Labor Contracts – Fire Department Matter Motion by Councilor Parker Seconded by Councilor Perkins at 10:07 Out of Executive Session at 10:19

Executive Session pursuant to 1 MRSA 405 (6) A –Evaluation of the Town Manager postponed until the next meeting

ITEM 24. Approved and signed Town Warrant 26 & Payroll 26

There was a discussion of the Fire on Olive Street over the weekend.

ITEM 25. Being no other business the meeting Adjourned at 10:24 Motion by Councilor Perkins Seconded by Councilor Bagley 5-0

Respectfully Submitted,

Joseph Hayes

Town Clerk



Maine Municipal Association

60 COMMUNITY DRIVE
AUGUSTA, MAINE 04330-9486
(207) 623-8428
www.memun.org

ITEM # 7

TO: Key Municipal Officials of MMA Member Cities, Towns and Plantations

FROM: Sophia Wilson, MMA President
Town Manager, Town of Orono

DATE: July 3, 2012

SUBJECT: MMA Annual Election - Vice President and Executive Committee Members

Deadline: Friday, August 10, 2012 by 12:00 noon

Each year member municipalities have an opportunity to vote on the election of the proposed MMA Vice President and municipal officials to serve on the MMA Executive Committee. A five-member Nominating Committee is appointed to review nominations submitted by municipal officials and conduct interviews with those municipal officials qualifying and interested in serving as the MMA Vice President. The MMA Nominating Committee completed its task to put forth a Proposed Slate of Nominees for 2013. This information was mailed to member municipalities along with information on the petition process as established in the MMA Bylaws. ***It is now time for each member municipality to cast its official vote.***

Enclosed you will find the MMA Voting Ballot which includes the Slate of Nominees to serve on the MMA Executive Committee as proposed by the MMA Nominating Committee. There were no municipal officials nominated by petition. A brief biographical sketch on each nominee listed on the MMA Voting Ballot is enclosed for your reference.

The MMA Voting Ballot must be signed by a majority of the municipal officers or a municipal official designated by a majority of the municipal officers, and received by the Maine Municipal Association as noted above. We have enclosed a self-addressed self-stamped envelope for your convenience. The MMA Voting Ballots will be counted and the election results confirmed under my direction as President of the Association.

Election results will be available by contacting the MMA Executive Office or by visiting the MMA website at www.memun.org on Friday, August 10, after 4:00 p.m. A formal announcement of the election results will be made at the MMA Annual Business Meeting being held ***Wednesday, October 3, at 1:45 p.m., at the Augusta Civic Center.*** Newly elected Executive Committee members will be introduced at the MMA Annual Business Meeting and formally take office on January 1, 2013.

If you have any questions on this information or the election process, please contact Theresa Chavarie at 1-800-452-8786 or in the Augusta area at 623-8428, or by e-mail at tchavarie@memun.org. Thank you.

MAINE MUNICIPAL ASSOCIATION
VOTING BALLOT

Election of Vice President and Executive Committee Members
Deadline for Receipt of Voting Ballots – 12:00 noon on Friday, August 10, 2012



VICE-PRESIDENT - 1 YEAR TERM

Vote for One

Proposed by MMA Nominating Committee:

Peter Nielsen, Town Manager, Town of Oakland

☐

DIRECTORS - 3 YEAR TERM

Vote for Three

Proposed by MMA Nominating Committee:

John Butler, Jr., Councilor, City of Lewiston

☐

Michael Crooker, Town Manager, Town of Glenburn

☐

Marianne Moore, Councilor, City of Calais

☐

***PLEASE NOTE:** The Voting Ballot may be cast by a majority of the municipal officers, or a municipal official designated by a majority of the municipal officers of each Municipal member.*

Date: _____ **Municipality:** _____

Signed by a Municipal Official designated by a majority of Municipal Officers:

Print Name: _____ **Signature:** _____
Position: _____

OR Signed by a Majority of Municipal Officers **Current # of Municipal Officers:** _____

Print Names:

Signatures:

*MMA Annual Election
Maine Municipal Association
60 Community Drive
Augusta, Maine 04330
FAX: (207) 626-3358 or 626-5947*

MAINE MUNICIPAL ASSOCIATION EXECUTIVE COMMITTEE

BIOGRAPHICAL SKETCH OF PROPOSED SLATE OF NOMINEES FOR 2013

MMA VICE PRESIDENT (1-Year Term)

PETER NIELSEN

- Town Manager, Town of Oakland (2008 – present)
- Town Manager, Town of Wilton (2002 – 2008)
- Town Manager, Town of Wayne (1996 – 2002)
- Town Manager, Town of Clinton (1990 – 1994)
- Member, Maine Town and City Management Association (1990-present)
- Councilor, Town of Winthrop (1985 – 1990)
- Member, Windham Zoning Board of Appeals (1975 – 1978)
- Member, Maine Municipal Association Executive Committee (2009 – present)
- Member, MMA Workers Compensation Fund Board of Trustees (2009 – present)
- Member, MMA Property & Casualty Pool Board of Directors (2009 – present)
- Member, MMA Strategic & Finance Committee (2010); Chair (2011 – present)
- Member, MMA Legislative Policy Committee (2004 – 2008; 1998 – 2000; 1992 – 1994)
- Member, MMA Legislative Policy Committee – Subcommittee for Natural Resources
- Member, MMA Legislative Policy Committee – Subcommittee for State & Local Government
- Member, MMA Legislative Policy Committee – Ad Hoc Committee on Forestry Initiatives
- Member, Kennebec County Budget Committee (2010-present)
- Member, First Park Legal and Finance Committee (2009-present)
- Member, Wayne Cemetery Committee (1998 – 2002)
- Helen Hicks Healy Award, Wayne Maine (2000)
- Barry Blunt Award, University of Maine at Orono (2001)
- BA, Political Science, University of Maine at Orono (1974)
- MPA, University of Maine at Orono (2001)
- 26 years as seasonal boat and car storage and service business (1982-2008)

MMA EXECUTIVE COMMITTEE MEMBERS (Three 3-Year Terms)

JOHN BUTLER, JR.

- Councilor, City of Lewiston (2009 - present)
- Member, Lewiston School Board (16 years)
- Member, Maine Municipal Association Executive Committee (2011 – present)
- Member, MMA Workers Compensation Fund Board of Trustees (2011 – present)
- Member, MMA Property & Casualty Pool Board of Directors (2011 – present)
- Member, MMA Strategic & Finance Committee (present);
- Outside Salesperson, Butler Brothers (local family industrial distribution business that has been in business since 1952)
- Saint Michaels College graduate (1981) - Majored in political science
- Lewiston High School graduate (1977)

MARIANNE MOORE *(continued)*

- Executive Board, Washington County Extension Association
- Board of Managers, St. Stephen's Presbyterian Church
- Climbed to summit of Mt. Kilimanjaro in Africa (June 2002)
- Climbed to Base Camp o Mt. Everest (October 2004)
- Moved to Calais, Maine (April 2001)
- Retired from Southwestern Bell Telephone Company (November 2000)
- Managerial positions, Southwestern Bell Telephone Company; San Antonio/Austin/Dallas, Texas (1969 - 2000);
- Cleveland Clinic Exercise Science and Weight Management Certification (September 2011)
- Cooper Institute Circuit Training and Weight Management Certification (June 2005)
- Masters of Business Administration, Southern Methodist University; Major in Management Information Systems (1998)
- Bachelor of Applied Arts & Sciences, Dallas Baptist University; Major in Computer Science/Business Management (1992 Magna Cum Laude);
- Graduate, High School in San Antonio, Texas (1970)



Message

Wed, Jun 27, 2012 3:33 PM

From: "David Wardrop" <David@GoldenForestry.com>

To: jdsreed@veazie.net Joseph Hayes

Subject: Veazie Town Forester June, 2012 update

Attachments:	Attach0.html / Uploaded File	3K
	2012_retainer.pdf / Uploaded File	82K
	062512Veazie Work Hours Performed.pdf / Uploaded File	46K
	Veazie062712Invoice2011Residual.pdf / Uploaded File	45K
	Veazie Hazard Tree Report062512.pdf / Uploaded File	267K

Greetings Joe & Julie.

Attached, please find a summary of Forestry Services performed over the past year, an invoice for hours remaining after the 06/2011 to 06/2012 retainer was used up, a contract for the 2012/2013 retainer, and an updated Veazie Hazard Tree Report.

Please note that I did not bill for approximately half the work performed over the past year, as I am very aware of the budgetary issues facing the town and want to do my part to help alleviate costs. I also reduced the hourly rate in the 2012/2013 contract to \$35/hour, which is the low end of what most professional foresters charge (\$35-\$65/hour).

Joe, I'd like to update you on all the latest in forestry/conservation commission activities going on these days in town. Perhaps you, me and Don McKay can meet up for a few minutes one of these days? I'd actually like to include Brian Stoyell as well, as we will be utilizing his services for a few items too. Please let me know when you're available this week or next, and I'll wrangle up Don and Brian to join us.

Thank you.

David Wardrop
Veazie Town Forester
207-356-8747

TOWN OF VEAZIE - FORESTER RETAINER CONTRACT

Agreement made this 1st day of July 2012, between The Town of Veazie, of 1084 Main St., Veazie, Maine 04401, herein called the CLIENT, and Golden Forestry Services, Inc., PO Box 111, Orono, ME 04473, herein called the FORESTER.

The Forester will provide forest management services at the request of the Client at the properties known as the McPhetres Forest and the Buck Hill Conservation Area, located in Veazie, Maine, and any other properties for which the Client wishes to have forest management advice, provided that such properties are also located in Veazie, Maine.

FEE: \$1750.00, which will entitle the Client to up to fifty (50) hours of service (\$35/hour), from the period of 01 July 2012 through 01 July 2013. Fee is payable within 21 days of Invoice to be submitted at the time of contract signing.

A log of cumulative time spent providing services will be provided to the Client upon request at any time. Time beyond 50 hours will be billed at Forester's standard rate of \$40 per hour or according to an additional retainer contract, payable within 21 days of Invoice.

Veazie Town Forester duties include, but are not limited to:

1. General administration & management implementation upon Veazie Town Forests
2. Collaboration with Veazie Conservation Commission & Town Manager
3. Town Forest recreation trail & bridge periodic assessment, maintenance & improvement
4. Forest User signage periodic assessment, maintenance & improvement
5. Town Forest habitat assessment, maintenance & improvement
6. Periodic hazard tree assessments (all town-owned land)
7. Assistance with Town Forest operational permitting
8. Scheduling & administration of Town Forest operations, including volunteers
9. Town Forest property line maintenance
10. Town Forest Invasive Control
11. Review of Town Forest related contracts
12. Tree Growth Tax Law compliance review, per Town Assessor request
13. Timber Harvest/Shoreland Zone vegetation inspections, per CEO request
14. Review of forestry-related ordinances, per Planning Board request
15. Assistance in obtaining forestry-related grants for the Town of Veazie
16. Responding to diverse inquiries from the general public, regarding the Town Forests
17. Other forestry or tree-related activities, as requested by the Town
18. Prioritizing the above activities, based upon budget limitations, and conducting them as efficiently & effectively as possible for the taxpayers of Veazie

BUCK HILL CONSERVATION AREA

The Forester will carry out activities as described in Client's management and operational plans, which may include managing a red pine plantation thinning, and utilizing roundwood for bridge timbers and fencing on the Buck Hill Conservation Area, replacing trail maps, assisting in acquiring Town Forest access signage, mowing trails, bush-hogging & combating invasives as deemed appropriate, maintaining & improving trails throughout property, amending forest management plans upon request, assessing hazards, and carrying out other activities as described in Client's management and operational plans.

MCPHETRES FARM FOREST

The Forester will carry out activities as described in Client's management and operational plans, including replacing trail maps, assisting in acquiring Town Forest access signage, maintaining &

improving trails throughout property, assessing hazards, amending forest management plans upon request, and will carrying out other activities as described in Client's management and operational plans.

PROFESSIONAL ASSISTANCE

All services performed as part of Maine Forest Service Project Canopy cost-sharing projects, United States Dept. of Ag. Natural Resources Conservation Service cost-sharing projects, or other grant/cost-sharing projects, will be invoiced separately, at the usual rate of \$50 per hour, and will not be included in this retainer. Grant development or application time spent may be deducted from this retainer, if acceptable to the specifications of that particular grant. Future amendments to Town Forest Management Plans will be billed separately or subtracted from retainer. Machine time for bush-hogging, mowing or trail improvement will be billed at \$40/hour.

TERMS AND CONDITIONS

- A) In no case may the Client expect services that are beyond the scope of the Forester's license, as defined by the laws of the State of Maine.
- B) The Client warrants that he/she has the full legal right to sell any sawtimber, fuelwood, and/or pulpwood to be marked, and that there are no other claims to said wood.
- C) The Client agrees to provide the Forester with accurate information regarding the location of the boundaries of the property, and if any boundary is in dispute, to so indicate to the Forester. The Client agrees to indemnify and to hold harmless the Forester from any claim to damages to trees and/or property as a result of the Client's inaccurate representation of boundaries.
- D) The Client agrees to permit access to the property by the Forester at all reasonable times, including with an ATV, snowmobile or tractor for management activities.
- E) The Client shall sign all contract(s) for contractor services and the sale of wood products and assumes full responsibility for his/her performance under said signed contract(s).
- F) The Forester shall not be liable for nonpayment or nonperformance by a buyer who has entered into a stumpage contract with the Client, but shall make every reasonable effort to assure compliance.
- G) The Client agrees to indemnify and hold harmless the Forester from liability for personal injury, property damage, or third party claims, including costs and reasonable attorney's fees, arising out of this agreement, and/or of any contract unless said injury and/or damage is caused by the willful and reckless act(s) of the Forester.
- H) This agreement shall be binding on all parties hereto, and shall expire on 01 July 2013 or upon expiration of 50 hours of service.

Forester _____
President, Golden Forestry Services, Inc.

Dated _____

Client _____
Town Manager, Town of Veazie

Dated _____



FORESTRY SERVICES INVOICE

Landowner: **Town of Veazie**
Invoice Date: 06/27/12
Invoice Code: Veazie062712
Forester: David Wardrop
Service Rate: \$40.00 per hour

Services Provided:

**Residual hours billed from June, 2011 to June, 2012. 10 hours @ \$40/hour
(Summary of Services attached, please note 60 hours billed and approximately 60
hours donated)**

Total: \$400.00

*Note that I've reduced the retainer rate for 2012/2013 to \$35/hour from usual \$40/hour to help alleviate budget constraints to the Conservation Commission.

Please send payment to

Golden Forestry Services, Inc.
PO Box 111
Orono, ME 04473

Thank you for the opportunity to be of service
& for supporting Maine's forest products industry.

Golden Forestry Services, Inc.
PO Box 111 Orono, ME 04473 207-356-8747
www.goldenforestry.com

Veazie Hazard Tree Report, 06/25/2012

by Veazie Town Forester, David Wardrop, Golden Forestry Services, Inc.

This report is an update to the report dated 01/16/2012, identifying trees throughout town that pose risk to the public. Because of financial & time constraints, this assessment is limited to a quick skimming of street trees throughout town. It is likely that trees were missed, and possible that some trees pose more risk than currently rated. A comprehensive review of hazard trees throughout town would likely take several days, which is not within the scope of this review.

No time was given to identifying landowners. Addresses in the report were taken from easily visible mailboxes, or an estimated address based on nearby mailboxes. Many houses throughout town do not have an easily identifiable address. Note that a tree identified by address isn't necessarily at that address, but is within sight of that address.

Risk was based on a variety of factors, including, but not limited to decay, cracks, root problems, weak branch unions, cankers, poor architecture and dead wood. Only trees that have a target within a public way were listed. Trees whose target was a private home, driveway, or utility line were not included in this report, although many were witnessed.

Trees were assigned a risk level, with **high** being trees with high probability of failing in the near future, **medium** being trees with moderate probability of failing in the near future, and **low** being trees with some probability of failing in the near future. All trees identified have the capability of causing power outages, severe damage and/or death within a public right-of-way. This report does not identify who owns the trees in question, who is liable for the trees in question, or who should control the trees in question. This report does give enough information for both the town and the public to prioritize trees that should be further assessed, based on location and risk level. State and/or federal grants may be available for further assessment.

Hazard Tree Report, below, is sorted 1st by risk level and then address, and 2nd by alphabetical address.

Sort by Risk and Alpha by road

street	number	species	quantity	risk
Arbor	29	r. pine	1	high
Buck Hill	1148	fir	1	high
Buck Hill	1155	g birch	1	high
Buck Hill	1155	aspen	1	high
Chase	1116	spruce	1	high
Chase	1239	pine	1	high
Chase	1260	fir	1	high
Chase	1306	aspen	1	high
Graystone	11	pine	1	high
Graystone		aspen	1	high
Jackson	2	aspen	1	high
Main	1031	maple	1	high
Main	1035	maple	1	high
Main	1036	maple	1	high
Main	1062	cherry	1	high
Main	1084	cherry	1	high
Main	1114	cherry	1	high
Ridgeview	75	pine	1	high
Ridgeview	140	pine	1	high
Ridgeview	155	maple	1	high
Riverview	10	maple	1	high
School	1040	aspen	1	high
State	1295	maple	1	high
State	1356	maple	1	high
State	1367	locust	1	high
State	1375	maple	1	high
State	1592	maple	1	high
State	1600	maple	1	high
			28	high risk total
Arbor	7	b locust	2	med
Buck Hill	1141	maple	1	med
Chase	1120	ash	1	med
Chase	1122	maple	1	med
Chase	1130	maple	1	med
Chase	1240	aspen	1	med
Chase	1290	oak	1	med
Davis	5	spruce	1	med
Davis	9	maple	1	med
Flagg	1	locust	1	med
Flagg	3	aspen	1	med
Highview	7	maple	1	med
Main	1038	locust	1	med
Main	1076	pine	2	med
Main	1084	aspen	3	med
Olive	1010	maple	1	med
Olive	1034	maple	1	med
Ridgeview Lane	10	aspen	1	med
School	1040	aspen	3	med
State	1236	pine	1	med

State	1236	maple	1	med
State	1256	maple	10	med
State	1305	maple	2	med
State	1335	b locust	1	med
State	1361	ash	2	med
State	1370	spruce	1	med
State	1374	maple	1	med
State	1448	locust	4	med
State	1558	locust	5	med
State	1600	maple	2	med
Sunset	4	maple	3	med
Sunset	5	silv. Maple	1	med
Thompson	5	locust	1	med
Thompson	18	aspen	1	med

61	medium risk total
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Arbor	7	aspen	1	low
Arbor	7	cherry	2	low
Arbor	15	maple	1	low
Arbor	22	maple	1	low
Arbor	24	maple	1	low
Arbor	25	maple	2	low
Arbor	30	maple	1	low
Arbor	31	aspen	3	low
Birchwood	1	ash	1	low
Blackbear	5	aspen	1	low
Blackbear	10	pin	2	low
Blackbear	11	pine	2	low
Blackbear	21	pin	2	low
Brookside	4	g birch	7	low
Brookside	5	fir	8	low
Brookside	7	aspen	1	low
Buck Hill	1003	oak	1	low
Buck Hill	1010	birch	1	low
Buck Hill	1015	g birch	1	low
Buck Hill	1126	fir	1	low
Buck Hill	1150	aspen	2	low
Chase	1106	maple	1	low
Chase	1108	maple	1	low
Chase	1110	maple	1	low
Chase	1112	maple	2	low
Chase	1120	maple	1	low
Chase	1120	oak	1	low
Chase	1131	fir	1	low
Chase	1134	maple	1	low
Chase	1142	cherry	2	low
Chase	1150	elm	1	low
Chase	1239	oak	1	low
Chase	1304	g birch	1	low
Chickadee	219	cherry	1	low
Davis	12	maple	1	low
Davis	13	maple	2	low
Davis	14	maple	1	low
Davis	19	spruce	1	low

Davis	19	maple	1	low
Davis	26	maple	1	low
Eagle View	center	aspen	2	low
Flagg	3	aspen	3	low
Flagg	11	maple	1	low
Flagg	20	maple	1	low
Graystone		aspen	2	low
Green	20	maple	1	low
Green	20	spruce	1	low
Highview	5	maple	1	low
Highview	6	maple	1	low
Highview	7	maple	2	low
Highview	11	pine	3	low
Hillside	10	oak	1	low
Hillside	10	ash	1	low
Hillside	10	g birch	4	low
Hobson	2	ash	1	low
Hobson	14	maple	1	low
Hobson	30	aspen	6	low
Jackson	1	g birch	2	low
Jackson	2	g birch	1	low
Jackson	8	g birch	3	low
Jackson	13	oak	1	low
Jackson	20	ash	1	low
Jackson	24	oak	1	low
Jackson	28	oak	1	low
Jackson	29	fir	1	low
Judson	12	maple	1	low
Lemon	6	maple	1	low
Lemon	31	birch	1	low
Main	1022	maple	1	low
Main	1044	pine	1	low
Main	1052	maple	1	low
Main	1058	maple	1	low
Main	1062	cherry	3	low
Main	1084	locust	3	low
Main	1116	maple	2	low
Main	1117	maple	2	low
May	1009	locust	1	low
Merrick	2	maple	1	low
Merrick	4	spruce	1	low
Merrick	4	pin	2	low
Mt View	8	g birch	3	low
Oak Grove	15	maple	1	low
Oak Grove	16	maple	1	low
Oak Grove	24	maple	1	low
Oak Grove	30	pine	1	low
Oak Grove	36	spruce	1	low
Oak Grove	39	spruce	1	low
Oak Grove	49	spruce	1	low
Oak Grove	54	b locust	1	low
Oak Grove	54	maple	1	low
Oak Grove	54	spruce	1	low
Oak Grove	72	maple	1	low

Old County	1	scots pine	1	low
Olive	1011	maple	1	low
Olive	1021	maple	1	low
Olive	1022	spruce	1	low
Olive	1033	maple	1	low
Prouty	6	oak	1	low
Prouty	7	locust	1	low
Prouty	8	maple	1	low
Prouty	16	locust	1	low
Prouty	20	maple	1	low
Prouty	22	maple	1	low
Prouty	130	aspen	1	low
Prouty	130	elm	1	low
Randolph	1007	maple	1	low
Ridgeview	115	pine	1	low
Ridgeview Lane	15	aspen	3	low
Riverview	1	locust	1	low
Riverview	8	maple	1	low
Riverview	10	maple	1	low
School	1007	b cherry	1	low
School	1010	b locust	3	low
School	1072	maple	1	low
School	1075	apple	1	low
Shore	39	w ash	2	low
Shore	42	r pine	1	low
Shore	49	aspen	2	low
Silver Ridge	9	oak	1	low
Silver Ridge	12	aspen	1	low
Silver Ridge	14	g birch	1	low
Silver Ridge	19	birch	1	low
Silver Ridge	21	maple	1	low
State	1236	pine	1	low
State	1284	maple	1	low
State	1290	maple	3	low
State	1291	spruce	1	low
State	1300	maple	1	low
State	1324	maple	1	low
State	1328	maple	1	low
State	1328	apple	1	low
State	1328	pine	2	low
State	1335	ash	1	low
State	1355	maple	2	low
State	1389	maple	1	low
State	1414	maple	1	low
State	1442	maple	1	low
Summer	6	pine	1	low
Summer	6	maple	1	low
Sunset	5	maple	1	low
Sunset	10	spruce	1	low
Sunset	14	maple	1	low
Thompson	5	aspen	1	low
Thompson	6	maple	4	low
Thompson	18	locust	1	low
Thompson	20	maple	2	low

Thompson	24	birch	2	low
Thompson	28	maple	1	low
Thompson	29	birch	1	low
Thompson	32	aspen	1	low
Wedgewood	6	maple	1	low
Wood Lane	5	elm	1	low
Wood Lane	5	oak	1	low
Wood Lane	5	aspen	1	low
Wood Lane	5	pine	1	low
Wood Lane	6	aspen	2	low

223	low risk total
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Alpha Sort by road

street	number	species	quantity	risk
Arbor	7	b locust	2	med
Arbor	7	aspen	1	low
Arbor	7	cherry	2	low
Arbor	15	maple	1	low
Arbor	22	maple	1	low
Arbor	24	maple	1	low
Arbor	25	maple	2	low
Arbor	29	r. pine	1	high
Arbor	30	maple	1	low
Arbor	31	aspen	3	low
Birchwood	1	ash	1	low
Blackbear	5	aspen	1	low
Blackbear	10	pinos	2	low
Blackbear	11	pine	2	low
Blackbear	21	pinos	2	low
Brookside	4	g birch	7	low
Brookside	5	fir	8	low
Brookside	7	aspen	1	low
Buck Hill	1003	oak	1	low
Buck Hill	1010	birch	1	low
Buck Hill	1015	g birch	1	low
Buck Hill	1126	fir	1	low
Buck Hill	1141	maple	1	med
Buck Hill	1148	fir	1	high
Buck Hill	1150	aspen	2	low
Buck Hill	1155	g birch	1	high
Buck Hill	1155	aspen	1	high
Chase	1106	maple	1	low
Chase	1108	maple	1	low
Chase	1110	maple	1	low
Chase	1112	maple	2	low
Chase	1116	spruce	1	high
Chase	1120	ash	1	med
Chase	1120	maple	1	low
Chase	1120	oak	1	low
Chase	1122	maple	1	med

Chase	1130	maple	1	med
Chase	1131	fir	1	low
Chase	1134	maple	1	low
Chase	1142	cherry	2	low
Chase	1150	elm	1	low
Chase	1239	pine	1	high
Chase	1239	oak	1	low
Chase	1240	aspen	1	med
Chase	1260	fir	1	high
Chase	1290	oak	1	med
Chase	1304	g birch	1	low
Chase	1306	aspen	1	high
Chickadee	219	cherry	1	low
Davis	5	spruce	1	med
Davis	9	maple	1	med
Davis	12	maple	1	low
Davis	13	maple	2	low
Davis	14	maple	1	low
Davis	19	spruce	1	low
Davis	19	maple	1	low
Davis	26	maple	1	low
Eagle View	center	aspen	2	low
Flagg	1	locust	1	med
Flagg	3	aspen	1	med
Flagg	3	aspen	3	low
Flagg	11	maple	1	low
Flagg	20	maple	1	low
Graystone	11	pine	1	high
Graystone		aspen	1	high
Graystone		aspen	2	low
Green	20	maple	1	low
Green	20	spruce	1	low
Highview	5	maple	1	low
Highview	6	maple	1	low
Highview	7	maple	1	med
Highview	7	maple	2	low
Highview	11	pine	3	low
Hillside	10	oak	1	low
Hillside	10	ash	1	low
Hillside	10	g birch	4	low
Hobson	2	ash	1	low
Hobson	14	maple	1	low
Hobson	30	aspen	6	low
Jackson	1	g birch	2	low
Jackson	2	aspen	1	high
Jackson	2	g birch	1	low
Jackson	8	g birch	3	low
Jackson	13	oak	1	low
Jackson	20	ash	1	low
Jackson	24	oak	1	low
Jackson	28	oak	1	low
Jackson	29	fir	1	low
Judson	12	maple	1	low
Lemon	6	maple	1	low

Lemon	31	birch	1	low
Main	1022	maple	1	low
Main	1031	maple	1	high
Main	1035	maple	1	high
Main	1036	maple	1	high
Main	1038	locust	1	med
Main	1044	pine	1	low
Main	1052	maple	1	low
Main	1058	maple	1	low
Main	1062	cherry	1	high
Main	1062	cherry	3	low
Main	1076	pine	2	med
Main	1084	cherry	1	high
Main	1084	aspen	3	med
Main	1084	locust	3	low
Main	1114	cherry	1	high
Main	1116	maple	2	low
Main	1117	maple	2	low
May	1009	locust	1	low
Merrick	2	maple	1	low
Merrick	4	spruce	1	low
Merrick	4	pin	2	low
Mt View	8	g birch	3	low
Oak Grove	15	maple	1	low
Oak Grove	16	maple	1	low
Oak Grove	24	maple	1	low
Oak Grove	30	pine	1	low
Oak Grove	36	spruce	1	low
Oak Grove	39	spruce	1	low
Oak Grove	49	spruce	1	low
Oak Grove	54	b locust	1	low
Oak Grove	54	maple	1	low
Oak Grove	54	spruce	1	low
Oak Grove	72	maple	1	low
Old County	1	scots pine	1	low
Olive	1010	maple	1	med
Olive	1011	maple	1	low
Olive	1021	maple	1	low
Olive	1022	spruce	1	low
Olive	1033	maple	1	low
Olive	1034	maple	1	med
Prouty	6	oak	1	low
Prouty	7	locust	1	low
Prouty	8	maple	1	low
Prouty	16	locust	1	low
Prouty	20	maple	1	low
Prouty	22	maple	1	low
Prouty	130	aspen	1	low
Prouty	130	elm	1	low
Randolph	1007	maple	1	low
Ridgeview	75	pine	1	high
Ridgeview	115	pine	1	low
Ridgeview	140	pine	1	high
Ridgeview	155	maple	1	high

Ridgeview Lane	10	aspen	1	med
Ridgeview Lane	15	aspen	3	low
Riverview	1	locust	1	low
Riverview	8	maple	1	low
Riverview	10	maple	1	low
Riverview	10	maple	1	high
School	1007	b cherry	1	low
School	1010	b locust	3	low
School	1040	aspen	1	high
School	1040	aspen	3	med
School	1072	maple	1	low
School	1075	apple	1	low
Shore	39	w ash	2	low
Shore	42	r pine	1	low
Shore	49	aspen	2	low
Silver Ridge	9	oak	1	low
Silver Ridge	12	aspen	1	low
Silver Ridge	14	g birch	1	low
Silver Ridge	19	birch	1	low
Silver Ridge	21	maple	1	low
State	1236	pine	1	med
State	1236	maple	1	med
State	1236	pine	1	low
State	1256	maple	10	med
State	1284	maple	1	low
State	1290	maple	3	low
State	1291	spruce	1	low
State	1295	maple	1	high
State	1300	maple	1	low
State	1305	maple	2	med
State	1324	maple	1	low
State	1328	maple	1	low
State	1328	apple	1	low
State	1328	pine	2	low
State	1335	ash	1	low
State	1335	b locust	1	med
State	1355	maple	2	low
State	1356	maple	1	high
State	1361	ash	2	med
State	1367	locust	1	high
State	1370	spruce	1	med
State	1374	maple	1	med
State	1375	maple	1	high
State	1389	maple	1	low
State	1414	maple	1	low
State	1442	maple	1	low
State	1448	locust	4	med
State	1558	locust	5	med
State	1592	maple	1	high
State	1600	maple	1	high
State	1600	maple	2	med
Summer	6	pine	1	low
Summer	6	maple	1	low
Sunset	4	maple	3	med

Sunset	5	silv. Maple	1	med
Sunset	5	maple	1	low
Sunset	10	spruce	1	low
Sunset	14	maple	1	low
Thompson	5	locust	1	med
Thompson	5	aspen	1	low
Thompson	6	maple	4	low
Thompson	18	aspen	1	med
Thompson	18	locust	1	low
Thompson	20	maple	2	low
Thompson	24	birch	2	low
Thompson	28	maple	1	low
Thompson	29	birch	1	low
Thompson	32	aspen	1	low
Wedgewood	6	maple	1	low
Wood Lane	5	elm	1	low
Wood Lane	5	oak	1	low
Wood Lane	5	aspen	1	low
Wood Lane	5	pine	1	low
Wood Lane	6	aspen	2	low
			312	total trees

ITEM # 8A

Department Reports

June

2012

Building Permit Report

ACTIVITY:

THIS PERMIT CERTIFIES:

ZONE

FEE

DATE

PERMIT #

MAP/LOT #

10-074	12-008	6/6/2012	\$6.00	Urban Residential (R-2)	John Horvath	Reshingle
01-15	12-009	6/13/2012	\$7.50	Commercial (C-1)	Gerald Marshall	re-shingle existing structure
11-16	12-010	6/25/2012	\$50.00	Low Density Residential (R-1)	Laurent & Jenifer Parent	Filling greater than 10 cubic yards

Plumbing Permits

2012

June

Date	Permit #	Inter-Type	SSWD Type	Fee	State	Town	Surcharge	Double	Total Fee
6/11/2012	659	Relocated		\$40.00	\$10.00	\$30.00			\$40.00
				\$40.00	\$10.00	\$30.00			\$40.00

ID Number	Date	Time out	Mileage	Location	Complaint	Action
12-143	6/10/2012	1507	2.3	5 Flagg St	Dog at large	Cancelled by dispatch
12-152	6/14/2012	1802	0	Bangor Humane Society (1490 State St, Lot 26)	Dog on dog bite	Owner surrendered dog to BHS
12-154	6/15/2012	1354	15.1	1490 State St		Delivered to BHS
12-163	6/25/2012	1633	25.7	1055 School St, Apt 13	Cat in abandoned house Found dog	Delivered to BHS
Total			43.1			

JULY

1 Sunday
Monday 2nd

HOT

2 Monday

PRESSURE WASHED TOWN OFFICE ENTRY WAY
PRESSURE WASH HANDICAP RAMP
WEED WACK VEAZIE ST. HILL

HOT

JULY

Wednesday

3

PRESSURE WASHED FIRE DEPARTMENT ENTRANCE
START PRESSURE WASHING P.D. SIDE



Wednesday

4

~~WEDNESDAY~~ "HOLIDAY"
4TH OF JULY!



JULY

5 Thursday

worked at School Learning

PRESSURE WASHED LAST PART OF TOWN OFFICE
MOWED SIDES OF ROAD, MAIN ST., RIDGEVIEW
MOWED BHCA



6 Friday

worked at school Learning All day

Had to get a load of loam too.

RAKED + SHOVELLED, ~~HAULED~~ HAULED ROCKS AWAY
ORDER PROXY DR. SIGN



JULY

9 Mon

FINISH RAKING + SEEDING C VCS

Also met with Newcomb

dug up a stone for ~~BARBARA~~ BARBARA GAYLEN



10 Tuesday

We had to find a grave plot

we had to talk to Dot / School St. CULVERT

we also had to get the water tank

Had to get some stuff for the Fire dept (Pete)

then we worked on the ditching project ~~near~~ BROOKSIDE TERR.



JULY
Wednesday

11

Help the Firedept (Aet)

went and picked up Rippage At Lanes
worked on the ditchline

the went And Set up a water tank to go and water the Lawns / Flowers too!
met with Steve from Dot
then worked on another DitchLine too!



12
Thursday

Set up water tank and filled it twice
And water the School Lawns that we seeded
water some Gravel too!

mowed trails

mowed side of Road / ~~gravel~~ culdesac

cut down some trees in ditch lines



ITEM # 13

U.S. Edition | Register

World U.S. New York Business Markets Tech Personal Finance Life & Culture Opinion Careers Real Estate Small Business

Markets

Did J.P. Morgan Fiddle While Risk Burned?



Bankia Undermines Confidence in Spain



Saving Face in Hairy IPO

Europe Enters With Oil Price

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Dynergy Files for Bankruptcy in Final Blow to Shareholders

Article

Comments

DEAL JOURNAL HOME PAGE

By David Benoit

Three months after dramatically changing tack and filing a plan to wipe out shareholders at the benefit of creditors, Dynergy Inc. [has filed for bankruptcy](#).



Photo by AP Wirephoto

As is often the case in bankruptcy, the news is not a surprise, but it does bring the Dynergy saga closer to closure.

For Dynergy, the filing ends an attempt to spare the rod for shareholders by bankrupting its subsidiary, Dynergy Holdings LLC, after taking out some of the assets from the holding company. That plan was [blasted by a bankruptcy examiner in March](#).

At first, [Dynergy stood by its plan](#), defending its asset transfers and noting its duty was to shareholders, but by April it [announced a new plan to shift the assets](#) back to the subsidiary and creditors.

Today, as part of the plan, Dynergy the parent went into bankruptcy. The plan was approved last week by a judge.

The coal-fired and gas-fired power plant operations were not part of the bankruptcy filing, as Dynergy will keep operating them normally.

Dynergy shares, which had been above \$1.50 earlier this year as the initial plan moved forward, closed at 59 cents Thursday. They are halted and about to be removed from the New York Stock Exchange.

Shareholders aren't entirely wiped out, though, they will be entitled to 1% of the reorganized company and have 5-year warrants that could put another 13.5% of the stock in their hands.

More In Dynergy

[Dealbook: Can Dynergy Shareholders Stick a Fork in It?](#)

[Dynergy Part Wishes Shareholders For Creditors](#)

[Dealbook: Plot Thickens at Dynergy as Bankruptcy Looms](#)

[Dynergy Defends itself From Bankruptcy Examiner Report](#)

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Asia's Richest Man Gives His Son Cash to Embark on New



Don't Forget to Pack a Photographer



Celine Dion Puts Her Private Island on Sale

About Deal Journal

Deal Journal is an up-to-the minute take on the deals and deal makers that shape the landscape of Wall Street, including mergers and acquisitions, capital raising, private equity and bankruptcy. In short, wherever money changes hands. Deal Journal is updated throughout each trading day with exclusive commentary, analysis, data, news flashes and probes. The Wall Street Journal's David Benoit is the lead writer, with contributions from other Journal reporters and editors. Send news items, comments and questions to stephen.grocer@wsj.com

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**Town of Veazie
1084 Main Street
Veazie, Maine 04401-7091
(207) 947-2781**

Polly Moutevelis-Burgess, ED.D.
Director
University of Maine
Employee Assistance Program
126 College Avenue
Orono, Maine 04473-1580

July 6, 2012

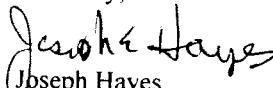
Dear Polly;

At this past June's Veazie Town Meeting over \$100,000 was cut from our proposed budget. Since that time, we have looked to see where cuts can be made without impacting services. Unfortunately we have identified a variety of programs. One such service is the University EAP. At this past Monday's Council meeting, the Town Council directed me to give you a six month notice that we will be withdrawing from the University of Maine Employee Assistance Program.

The Town of Veazie certainly appreciates the hard work that you do as well as the assistance provided to our employees. The Town will continue to provide an EAP services to our employees through the Maine Municipal Association's Health Trust.

Should you have any questions, please give me a call at 947-2781.

Sincerely,


Joseph Hayes
Town Manager

Title: Office Clerk Assistant temporary position (32+/- hours)

Job Description:

The Town of Veazie has an immediate opening for a temporary position (32+/- hours) Office Clerk Assistant. This position will provide customer service to the citizens, assist with the day to day tasks, and serve in payroll and accounts payable. Candidates must be able to demonstrate computer proficiency in Windows, Microsoft Word & Excel programs; possess excellent customer skills; strong math skills; ability to multi-task with minimal supervision; Assist in daily cash ups, audit preparation, filing and various other duties as assigned. Candidates must have knowledge of Trio Software, and also be bondable. Please forward a letter of interest and a resume to Joseph Hayes, Town Manager, Town of Veazie, 1084 Main Street Veazie, ME 04401, or e-mail to Jhayes@Veazie.net Resumes will be accepted until a suitable candidate is found. Veazie is an Equal Opportunity Employer.



Paul R. LePage
GOVERNOR

STATE OF MAINE
DEPARTMENT OF EDUCATION
23 STATE HOUSE STATION
AUGUSTA, MAINE
04333-0023

Stephen L. Bowen
COMMISSIONER

July 2, 2012

Joseph Hayes, Town Manager
Veazie Withdrawal Committee
Town of Veazie
1084 Main Street
Veazie, Maine 04401

Dear Town of Veazie Withdrawal Committee:

In response to the June 29, 2012 letter from the Town of Veazie on behalf of the Withdrawal Committee, regarding the "Withdrawal Agreement between RSU #26 and The Town of Veazie", I am granting the request for an additional 90 days to submit the withdrawal agreement in accordance with 20-A MRSA §1466(4)(A).

The new deadline for submission of the Withdrawal Agreement will be 10/07/12.

If you have any questions, please feel free to contact me.

Sincerely,

Stephen L. Bowen
Commissioner of Education

cc: Douglas K. Smith, Superintendent, RSU 26
Alison Mitchell, Board Chair, RSU 26

Company Introduction

Universal Recycling Technologies, LLC (URT) is a National Recycling Organization created in 2003 focusing on Electronic and Universal Waste management. URT is privately owned as part of the Hendricks Holdings Group (www.hendricksholding.com) as of 2007, with recycling operations located at: Janesville WI, Oakdale MN, Clackamas OR, Fort Worth TX, Dover NH, Indianapolis IN, and Customer Service Center in Endicott NY. URT Processing has become a recognized leader in the industry providing recycling services and recycling equipment to major OEM's, Retailers, Municipalities, and Fortune 500 organizations.

Today, URT leverages our "Proprietary Recycling Innovation" into best in class Recycling Equipment to Sustainable Recycling Services for universal/solid waste and e-waste management applying various technologies such as: web applications, equipment development/manufacturing, and waste management hierarchy disciplines, reuse / resale, de-manufacturing, and commodity recoveries to new product manufacturing material streams.

Our unique value proposition offers one of the industry's sustainable recycling of Cathode Ray Tubes (URT's) with furnace ready cullet for new product devices. This process, referred to as "Glass-to-Glass recycling" is the preferred method of recycling by State and Federal regulatory Agencies. URT's recycling technologies and processes utilizes industry proven, time tested physical separation processes that result in efficient and consistent separation of electronic components into glass, metals, and plastics while assuring integrity of sorted glass.

Our facilities located in Clackamas OR, Janesville WI, Indianapolis IN, and Dover NH, has automated equipment and processes to manage URT "Glass to Clean Glass" today.

Our facilities located in Fort Worth Texas, Dover NH has our proprietary equipment, manufactured by URT Processing, providing the closed loop recycling of lamps and other mercury containing devices.

In addition, URT offers technologies and services to recycle universal waste materials for certain mercury-containing items and materials, including but not limited to lamps, dry cell batteries, TSCA exempt PCB ballasts, non-PCB ballasts, and certain electronics. Further, URT also develops/designs and manufactures the equipment to recycling lamps and mercury containing devices through its equipment division Resource Technology Inc.

Our Quality: URT is proud to have achieved ISO9001, ISO14001 and E-Steward certification for our Janesville, WI, Dover, NH, and Fort Worth, TX facilities and we continue to move forward in achieving certification for all facilities nationwide. Further, URT is a presently a qualified E-Steward recycler and also one of three domestic US recyclers which have obtained approval for BAN certification as a certified recycler by the Basel Action Network.

Our outlook includes developing, investing in new technology, organic growth, strategic acquisitions and partnerships to achieved our goals and objectives while providing return on our investments for our stakeholders.

Our Mission Statement

"To become a market leader in electronic and universal waste management focused on innovative technology with commitment to continuous improvement."

Our Objectives

Our Customers:	<i>To provide first class, professional, and environmentally sound recycling services.</i>
Our Environment:	<i>To make a fitting contribution to our community and protect the environment in which we conduct business.</i>
Our Employees:	<i>To provide our employees with a safe workplace that provides personal and career growth opportunities.</i>
Our Vendors:	<i>To provide the best strategic partnership opportunity to our vendors.</i>
Our Performance:	<i>To ensure we have a viable and sustainable business, which will safeguard our customers and support our employees and stakeholders.</i>

Proposal of Services: E-Waste

Scope: Town of Veazie

Town of Veazie has electronic waste service needs including but not limited to: Glass-to-glass, End-of-life Destruction, Asset Recovery Services, and Retailer Recalls & Returns. All devices must be intact with industry standard packaging for the intent to recycle said items using Universal Recycling Technologies, LLC recycling services.

1. Customer shall render valid purchase order with acknowledged agreement to proposal terms and conditions herein and/or other service agreements mutually agreed to by both parties to pay for services rendered.
2. Customer shall arrange and pay for all inbound transportation fees FOB URT recycling facility(s) loading dock.
3. Customer shall arrange and pay for packaging materials in accordance with industry standards.
4. Town of Veazie Schedule all inbound loads with URT designated point of contact to validate pick-up and receiving inbound loads at least 5 business days prior to scheduled pick-up or drop off request. All pick-up and receiving acknowledgements are subject to best effort basis subject to schedule loading dynamics.

Scope: Universal Recycling Technologies, LLC

1. Handling of E-Waste Loads:

1.1 URT shall inspect the shipment and delivery receipt upon acceptance of a Scrap Load to ensure that the receipt accurately reflects the shipment documentation. URT shall inspect the containers/pallets, when applicable, to confirm that the correct Recycling Materials have been received and have not been tampered with prior to delivery. URT shall promptly advise the Customer of any discrepancies via email.

1.2 URT shall visually and manually screen each shipment for hazardous components. Not with standing any other terms in this Service Agreement, URT shall not accept any of the following materials for processing: liquids, chemicals, oils, radioactive devices, biological, infectious waste, dry powder substances or any materials not in conformance with universal waste rules and regulations.

2. Processing of E-Waste Loads:

2.1 URT shall recycle all Recycling Materials received or collected under this Services Agreement using standard methods approved in the industry.

2.2 URT shall ensure that all final wastes and hazardous materials resulting from the recycling process are disposed in accordance with all applicable laws, rules, regulations, orders, and ordinances, as they may be amended from time to time;

2.3 URT shall separately track the processing of each Load by weight and facility location and shall provide a Certificate of Recycling ("COR") to Customer verifying that the Recycling Materials contained in the Scrap Load were processed and recycled in a manner that complies with federal, state, and local law.

2.4 URT shall have the right to sell into global markets any commodities generated from Recycling Materials. Any such sale by URT shall conform both to the export control laws and regulations of the United States and to the import laws of the receiving countries.

Pricing: - (Electronic Waste Management)

Item Category	Material Specifications	U/M	Pricing
S11050	CPU & Laptop Recycling Rebate	LBS	0.00
S12100	Covered Televisions	LBS	0.00
S12700	Cell Phones & Accessories	LBS	0.00
S13150	Maine Covered Monitors and Printers	LBS	0.00
S14000	Mixed Electronic Equipment Recycling	LBS	0.14
S14300	Gaming Consoles	LBS	0.00
S14400	Copiers	LBS	0.14
S16900	Power Supplies	LBS	0.00
S19800	Air Conditioner	EACH	6.00
S19900	Digital Picture Frames	LBS	0.00
S20000	Fluorescent Lamp Recycling-4'	EACH	0.24
S20200	Fluorescent Lamp Recycling-1'	EACH	0.06
S20400	Fluorescent Lamp Recycling-2'	EACH	0.12
S20600	Fluorescent Lamp Recycling-3'	EACH	0.18
S20800	Fluorescent Lamp Recycling-5'	EACH	0.30
S21000	Fluorescent Lamp Recycling-8'	EACH	0.48
S21200	Fluorescent Lamp Recycling-6'	EACH	0.36
S21400	Fluorescent Lamp Recycling-7'	EACH	0.42
S21600	Fluorescent Lamp Recycling-9'	EACH	0.54
S21800	Fluorescent Lamp Recycling-10'	EACH	0.60
S22800	Circle Lamp Recycling	EACH	0.30
S23000	Coated 4' Fluorescent Lamp Recycling	EACH	1.00
S23200	Coated 8' Fluorescent Lamp Recycling	EACH	1.00
S23600	Compact Lamp Recycling	EACH	0.35
S24200	HID Lamp Recycling	EACH	0.80
S24300	Halogen Lamp Recycling	EACH	0.80
S24600	Incandescent Lamp Recycling	EACH	0.20
S26400	U-Lamp Recycling	EACH	0.30
S26600	UV Lamp Recycling	EACH	1.85
S38000	Non-PCB Ballasts	LBS	0.20
S39000	PCB Ballasts	LBS	0.80
S30000	Battery Recycling - Alkaline	LBS	0.71
S89000	Gaylords	LBS	0.00
S85450	Plastic Wrap	LBS	0.00
22208	4' Fluorescent Box	EACH	2.50
22209	8' Fluorescent Box	EACH	2.50
52000	Transportation Fees: No transportation fees for material picked up under the Maine Take back Program	EACH	

GENERAL TERMS:

1. All pricing noted above represents FOB (URT dock) or (Customer Dock)
2. URT shall comply with E-Steward processing guidelines.
3. Non-Conforming "Acceptable Materials"; materials, devices, products or parts that URT legally and under normal business conditions accepts into its facilities, but is not part of mutually agreed upon processing and pricing agreement between both parties. If in the event URT shall receive non-conforming acceptable materials customer may be assessed a handling fee \$50.00 surcharge.
4. Non-Conforming "Non-Acceptable Materials"; materials, devices, product or parts that URT CANNOT legally accept nor accepts in any instance. These materials are considered hazardous waste as defined by EPA and Universal waste guidelines. If in the event URT shall receive such materials customer shall be notified immediately and assessed a handling quarantine fee surcharge min of \$200.00 as well as bear the responsibility to arrange for the pick-up remove from URT facilities and disposal of said materials.
5. URT reserves the rights to adjust pricing upward or downward in response to major shifts in commodities markets and fuel pricing market pricing conditions.
6. All deliveries must be pre-scheduled and accepted by URT by contacting URT Customer Service at 877-278-0799 to obtain Sales Order number and confirmation. In the event any "unscheduled deliveries" shall occur, URT will charge an additional service charge fee of \$500.00 each per occurrence.
7. Payment Terms: Net (30) from date of Invoice.
8. Favored Pricing is contingent upon credit application and payment history. URT reserves the right to adjust unit pricing of services in accordance to credit application and payment history.
9. Proposal will expire 30 days from date of origination unless otherwise acknowledged accepted by signature or by URT receives customer purchase order without conditions to proposal.
10. A demurrage charge (\$55 per hr or occurrence) will be charged anytime the driver is held up at a location for an unreasonable amount of time (longer than one hour), asked to come back at a later date without prior notice (ie: after driver is already on location), or the material is not ready at scheduled pick-up time OR when we are charged demurrage by an LTL carrier due to customer issues.

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2. URT shall comply with E-Steward processing guidelines.
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Service Agreement:

RECITALS

WHEREAS, Universal Recycling Technologies, LLC (URT) offers recycling services (the Services Agreement) for Consumer and Commercial Electronic Devices and Universal Solid Waste Materials for certain cathode ray tube and flat panel display devices, computer processing units, miscellaneous consumer electronic devices, mercury-containing devices items and materials, including but not limited to lamps, dry cell batteries, TSCA exempt PCB ballasts, non-PCB ballasts, and other certain electronics (the Recycled Materials") as defined under proposal of Services Agreement.

WHEREAS, CUSTOMER desires to engage URT to develop and maintain various programs as defined in the Proposals of Services ("POS") attached hereto and subject to the terms and conditions of this Services Agreement ("SA").

SERVICES AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1.0 DEFINITIONS:

As used throughout this Services Agreement, the following terms shall have the following meanings:

1.1 URT Materials: Any documentation, manuals, know-how, concepts, methodologies, or procedures that have been developed by URT and provided to CUSTOMER, including but not limited to customer databases, copyrights, trademarks, service marks, and patent rights, or other property or trade secrets of URT, except that the term URT Materials shall not include anything that constitutes CUSTOMER Materials, as defined below.

1.2 End User Data: Any information about an End User, including but not limited to "Personal Identification Data," that is provided to or collected by a Party in connection with the Services Agreement.

1.3 CUSTOMER: Any entity that has entered into a Services Agreement with URT for the provision of recycling services as defined in proposal of services.

1.4 CUSTOMER Materials: Any and all (a) documentation, manuals, data, know-how, concepts, methodologies, procedures, adaptations, enhancements, products, programs, features, or services developed by CUSTOMER, whether or not provided to URT, or provided by CUSTOMER to URT, including but not limited to customer databases, customer sales information, copyrights, trademarks, service marks, and patent rights, or other property or trade secrets of CUSTOMER.

1.5 Personal Identification Data: Any information provided to or collected by a Party in connection with the Services Agreement that: (a) reveals the identity of the person that provided the information or from whom the information was collected; or (b) can be used to derive the identity of the person that provided the information or from whom the information was collected. Personal Identification Data includes, but is not limited to, a person's name, address,

phone number, fax number, email address, social security number or other government- issued identifier, or credit card information.

2.0 SERVICES OF THE PARTIES:

As defined with-in this Services Agreement proposal of services document, URT shall perform such services for and on behalf of CUSTOMER in accordance with this proposal of services.

3.0 TERM AND RENEWALS:

This Services Agreement shall commence on the Effective Date of Customer Purchase Order or VPO verbal purchase order, and shall remain in force for the terms set forth in customer Purchase Order and or VPO Verbal purchase order. Acceptance of order shall be at the sole discretion of Universal Recycling Technologies, LLC.

4.0 NON-EXCLUSIVITY:

The services provided by URT under this Services Agreement shall be on a non-exclusive basis.

5.0 FEES FOR SERVICES:

5.1 Invoicing: URT shall invoice CUSTOMER not less than on a monthly basis and/or when services shall occur, unless mutually agreed upon by the Parties in writing provide otherwise.

5.2 Payment: All undisputed invoiced amounts shall be due and payable within Thirty (30) calendar days of receipt of the invoice by CUSTOMER. Any unpaid invoices beyond Net 60 shall be subject to a 5% late fee surcharge per month until such time as unpaid balances are paid in full.

6.0 OWNERSHIP OF MATERIALS:

6.1 CUSTOMER Materials: URT acknowledges and agrees that CUSTOMER Materials and any enhancements, adaptations, or revisions thereto are the property of CUSTOMER. CUSTOMER holds all proprietary rights, including, but not limited to, copyright, trade secret, and patent rights, in CUSTOMER Materials including, without limitation, CUSTOMER Materials that may be provided by CUSTOMER to URT from time to time under this Services Agreement. Except for the right to use the CUSTOMER Materials for the sole purpose of performing its obligations under Services Agreement and subject to Section 8 pertaining to confidentiality of CUSTOMER Materials, Services Agreement shall not and does not serve to grant or convey to URT any right to use or license CUSTOMER Materials, or any ownership right(s) therein. CUSTOMER shall own all right, title and interest, including copyright rights, in and to any and all statistics, reports, bulletins, and manuals pertaining to the services performed under Services Agreement with respect to CUSTOMER, CUSTOMER Members, and CUSTOMER Customers.

6.2 URT Materials: CUSTOMER acknowledges and agrees that URT Materials which may be adapted or used by the Parties to perform services under this Services Agreement, and any enhancements or revisions thereto, are the property

of URT or its suppliers, except to the extent that such URT Materials incorporate CUSTOMER Materials. URT holds all rights to the URT Materials including, but not limited to, copyright, trademark, and patent rights, except to the extent that such URT Materials incorporate CUSTOMER Materials. URT shall also retain copyright on any unpublished statistical procedures, reports, bulletins, or manuals, which URT may disclose to CUSTOMER in performing services under Services Agreement (except to the extent to that such procedures, reports, bulletins or manuals pertain to CUSTOMER, CUSTOMER Members, or CUSTOMER Customers). No rights in the URT Materials are granted to CUSTOMER hereunder.

6.3 Other Property: Neither Party shall use the trade name, trademarks, service marks, or logo of the other Party in its promotional or marketing activities or for any other purpose without the prior written approval of that Party. URT shall not use the trade names, trademarks, service marks or logos of CUSTOMER, CUSTOMER Members, or CUSTOMER Customers for any purpose without the prior written approval of CUSTOMER and, if applicable, the CUSTOMER Member or CUSTOMER.

7.0 TREATMENT OF END USER DATA:

7.1 Compliance with Laws: Each Party shall fully comply with all applicable privacy and data protection laws. Each Party hereby authorizes the other Party to process Personal Identification Data about End Users in accordance with the Services Agreement and as otherwise needed to fulfill its obligations hereunder. Each Party warrants that the processing contemplated herein complies with applicable laws. In the event a Party becomes aware of any changes to any applicable law, rule, or regulation, it shall promptly notify the other Party so that Services Agreement can be amended, if necessary, to comport with such changes. The Parties understand and agree that each Party has no obligation under Services Agreement to process data in a way which does not comply with applicable data protection and privacy laws, and that each Party will take any steps reasonably necessary to comply with such laws.

7.2 Collection and Notice: Any Personal Identification Data collected or accessed by the Parties in performance of its obligations under Services Agreement shall be limited to that which is reasonably necessary to perform such obligations or to fulfill legal requirements. If the services performed by a Party pursuant to the Services Agreement involve the collection of Personal Identification Data directly from individuals, such as through a registration process or a webpage, that Party shall provide a clear and conspicuous notice regarding the uses of the Personal Identification Data.

7.3 Use and Disclosure: The Parties shall use Personal Identification Data only as necessary to perform the services contemplated by and in accordance with this Services Agreement. The Parties shall maintain such Personal identification Data in confidence, and shall use reasonable technical and administrative measures to protect the security of all Personal Identification Data. If a Party is served with a court order compelling disclosure of any Personal Identification Data or with notice of proceedings for such an order, that Party shall

provide to the other Party the opportunity to intervene before any response to the order or notice is filed.

7.4 Return to Either Party: Upon request from either Party at any time, and upon any termination or expiration of this Services Agreement, each Party shall provide the other Party with copies of any and all Personal Identification Data in its possession, custody, or control.

8.0 CONFIDENTIALITY:

8.1 Confidential Information: Confidential Information shall include any information (a) disclosed by one Party to the other Party in confidence; (b) the data identified in Subsection 1.4(a) of Services Agreement (pertaining to the definition of CUSTOMER Materials), which shall be deemed the Confidential Information of CUSTOMER; and (c) the terms of this Services Agreement, including without limitation, the fees charged by URT hereunder and the Parties' revenue sharing arrangement, which shall be deemed the Confidential Information of both Parties.

8.2 Duties: Each Party shall maintain the Confidential Information of the other Party in strict confidence. Without limiting the foregoing, each Party shall protect the confidentiality of the other Party's Confidential Information in the same manner as it protects its own Confidential Information of comparable value. Neither Party shall use the Confidential Information of the other Party for any purpose other than the performance of its duties under this Services Agreement, nor shall each Party prevent access to and discovery of such Confidential Information by third parties.

8.3 Exceptions: This Section 8 shall not apply to information that: (a) is or becomes generally available to the public other than as a result of disclosure by the receiving Party or anyone to whom the receiving Party discloses the information; (b) becomes available to the receiving Party on a non-confidential basis from a source other than the disclosing Party who is not bound by a confidentially Services Agreement with the disclosing Party; (c) was known to the receiving Party prior to its disclosure to the receiving Party by the disclosing Party; (d) is either disseminated to third parties or published by the receiving Party with the disclosing Party's written permission; or (e) is independently developed by the receiving Party without reference to the Confidential Information.

9.0 INDEMNIFICATION:

9.1 URT Indemnities: URT shall indemnify, defend, and hold CUSTOMER harmless from and against any and all Losses arising out of any third party claim, allegation, action, or proceeding, based directly or indirectly on (a) the operation of URT and/or its agents of any URT equipment or facility(ies), (b) URT's failure to comply with any applicable law, regulation, or representations or warranties herein, (c) the performance of URT's obligations under this Services Agreement, or (d) the content, character, and/or validity of any service provided by URT to End Users and/or customers.

9.2 CUSTOMER Indemnities: CUSTOMER shall indemnify, defend, and hold URT harmless from and against any and all Losses arising out of any third party claim, allegation, action, or proceeding, based directly or indirectly on (a) the operation of CUSTOMER and/or its agents of any CUSTOMER equipment or facility(ies), (b) CUSTOMER's failure to comply with any applicable law or regulation, (c) the performance of CUSTOMER's obligations under this Services Agreement, or (d) the content, character, and/or validity of any service provided by CUSTOMER to End Users and/or customers.

9.3 Losses: "Losses" shall mean: (a) the amounts payable to one or more third parties (including any and all losses, liabilities, damages, claims, fines, penalties, costs, expenses, demands, assessments, levies, and claims), whether by means of judgment, settlement, arbitration award, or otherwise, and (b) attorney costs and expenses (including but not limited to expert fees, court costs, reasonable costs of litigation, settlement, judgment, or appeal, reasonable attorney's fees incurred in connection with the foregoing or with successfully establishing the right to indemnification under this Section 11, and any interest or penalties levied on a judgment or arbitration award or payable as part of any settlement).

10.0 LIMITATION OF LIABILITIES:

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR PUNITIVE DAMAGES, EVEN IF IT HAS BEEN ADVISED BY THE OTHER PARTY OF THE POSSIBILITY OF SUCH DAMAGES.

11.0 INSURANCE:

11.1 Coverage's: URT, and any third party it hires in connection with the performance of its obligations under this Services Agreement, shall maintain the insurance coverage's set forth in Subsections 11.2 through 11.5. URT shall furnish CUSTOMER with certificates of such insurance which shall state that the coverage certified will not be terminated or cancelled without prior notice to CUSTOMER.

11.2 Workers' Compensation and Employer's Liability Insurance: URT shall maintain a policy for Workers' Compensation and Employer's Liability that provides it with a level of coverage necessary to satisfy the mandatory limits set forth in any applicable statute, but in no event shall the coverage maintained by URT be less than \$500,000 per occurrence.

11.3 Commercial General Liability Insurance: URT shall maintain a policy for Commercial General Liability with coverage limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate. The policy shall insure against contractual liability and shall include Comprehensive Broad Form Coverage.

11.4 Comprehensive Auto Liability Insurance: URT shall maintain a policy for Comprehensive Auto Liability with a combined single limit of not less than \$500,000 for bodily injury and property damage.

11.5 Pollution Liability: URT shall maintain a policy for Environmental and Pollution Liability with

coverage limits of at least \$5,000,000 per occurrence and \$5,000,000 aggregate.

12.0 WARRANTIES:

12.1 Rescheduling or Re-Performing: If for any reason a Party fails to perform a service in accordance with the terms and conditions of the Services Agreement, it shall use reasonable efforts to furnish the service by: (a) rescheduling any service that was not performed; or (b) re-performing any service that was inadequately performed. If a Party is unable to reschedule or re-perform the service after a reasonable number of attempts, the other Party shall be entitled to a refund or equitable credit in the amount it paid for performance of the defective or unavailable service.

12.2 Labor and Environmental Warranties: URT represents and warrants that all services performed under the terms of Services Agreement shall be done in a manner that does not utilize prison labor. URT further represents and warrants that it shall not incinerate, land-fill, dump, export, or otherwise dispose of toxic materials in the performance of its obligations arising under the terms of this Services Agreement.

12.3 Disclaimers: EXCEPT AS SPECIFICALLY SET FORTH HEREIN, EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

13.0 TERMINATION OF SERVICES AGREEMENT:

13.1 Termination for Cause: Services Agreement may be terminated by either Party at any time upon the other Party's breach of a material obligation or responsibility imposed on that Party by this Services Agreement; *provided*, however, that the Party desiring to terminate Services Agreement for cause must first give the other Party notice of the alleged breach and must provide that Party with an opportunity to cure. The time allowed for cure must be: (a) for monetary defaults, at least thirty (30) days from receipt of the aforementioned notice, or (b) for non-monetary defaults, at least sixty (60) days from receipt of the aforementioned notice. If the alleged breach is not cured by the date stated in the notice, the Services Agreement may be terminated by giving the breaching Party a written notice of termination, which shall state the date on which the termination is to be effective.

13.2 Performance until Termination: Notwithstanding the delivery of a notice of breach or notice of termination, all obligations to perform and pay for services shall continue in effect and be duly observed and complied with by both Parties until the effective date of any termination.

13.3 Termination without Cause: Either Party may elect to terminate Services Agreement without cause upon providing the other Party with not less than six (6) months prior written notice.

13.4 Termination by Mutual Agreement: Services Agreement may be terminated upon mutual Services Agreement of the Parties; *provided*, however, that no

such Services Agreement shall be valid unless it is in writing and is signed by both Parties.

14.0 INDEPENDENT CONTRACTOR:

URT shall perform all services under Services Agreement as an independent contractor, and not as an agent or employee of CUSTOMER. CUSTOMER shall perform all services under Services Agreement as an independent contractor, and not as an agent or employee of URT.

15.0 NOTICES:

Any notices or other communications required or which may be given by one Party to the other Party under this Services Agreement, shall be in writing and may be sent by email or facsimile transmission; however, the original shall be sent either by overnight courier, with a verified receipt, or by registered or certified mail, postage prepaid, and addressed to the address stated below or to such other address as the Parties shall subsequently designate to each other by notice given in accordance with this Section 15. Such notice shall be deemed to be sufficiently given when the receiving Party's Primary Contact receives the original.

FOR CUSTOMER:

Customer Contact:	Joseph Hayes
Customer Address Line 1	1084 Main St
City	Bangor
State	ME
Zip Code	04401
Phone Number:	207-942-1654
Fax Number	
Email:	jhayes@veazie.net

FOR URT:

Point of Contact: (Service Agreement ONLY)

Brad Brown
VP, Sales and Marketing
111 Grant Avenue
Endicott, NY 13760
Phone: (607) 321-2079
Fax: (607) 321-2085
E-Mail: bbrown@Universalrecyclers.com

Service Point of Contract:

Contact Name: Trent Tully
Phone: Number 607-321-6285
Email: ttully@universalrecyclers.com

16.0 DISPUTE RESOLUTION:

16.1 Governing Law: Services Agreement shall be interpreted pursuant to the laws of the State of Wisconsin (except that the conflict of laws rules of the State of Wisconsin shall not apply) and shall be

deemed to have been entered into in the State of Wisconsin.

16.2 Informal Resolution: A Party shall promptly notify the other Party in writing of any issue regarding the performance of a service or the amount of any fee paid or alleged to be due under this Services Agreement. The Parties shall seek to resolve the dispute informally.

16.3 Mediation: If the dispute has not been resolved informally within thirty (30) calendar days after the receipt of a written notice sent pursuant to Section 16.2, either Party may refer the dispute to the American Arbitration Association for mediation.

16.4 Arbitration: Any dispute that arises under or relates to this Services Agreement, and that is not resolved informally or by mediation, may only be decided by arbitration under the Commercial Arbitration Rules of the American Arbitration Association. In the event the subject matter of the dispute was first raised in a notice sent by URT pursuant to Section 16.2, the arbitration shall take place in Janesville County, Wisconsin. In the event the subject matter of the dispute was first raised in a notice sent by CUSTOMER pursuant to Section 16.2, the arbitration shall take place in Customer designated location. Any judgment upon the award rendered by the arbitrator shall be final and binding and may be entered in any court with jurisdiction.

16.5 Prevailing Party: If any arbitration or action is commenced by any Party to enforce or interpret the terms of this Services Agreement, the Party finally prevailing in such arbitration or action (after appeal, if any) shall be entitled to recover from the unsuccessful Party reasonable attorneys' fees, costs, and disbursements in addition to any other relief to which it may be entitled. In the event that neither Party can be considered "the prevailing party," the arbitrator shall have the discretion to equitably apportion the attorneys' fees, costs, and disbursements.

17.0 FORCE MAJEURE:

Neither Party shall be liable for delay or failure in performance of any of its obligations under this Services Agreement, other than payment obligations, if and to the extent the delay or failure is due to a cause or causes beyond the Party's reasonable control ("Force Majeure"). Force Majeure includes, but is not limited to, acts of God, strikes, and action of regulatory agencies, fire, flood, windstorm, explosion, riot, war, terrorism, and sabotage.

18.0 WAIVER:

No provision of Services Agreement shall be deemed to have been waived unless such waiver is contained in a written instrument executed by the Party against whom such waiver is to be enforced. No waiver by a Party of any term or condition of Services Agreement shall constitute a waiver by such Party of any prior, concurrent, or subsequent breach or default of the same or any other term or condition of this Services Agreement.

19.0 ASSIGNMENT:

Neither Party may assign Services Agreement nor any part thereof, without the prior written approval of the other Party, which approval shall not be unreasonably withheld, conditioned, and/or delayed. A copy of the proposed contract shall accompany any such request for approval of a proposed assignment between the Party and the proposed assignee/subcontractor. However, either Party may, without the other Party's consent, assign its rights and obligations under Services Agreement to: (a) its parent company, (b) any wholly owned subsidiary or affiliate of the Party or the Party's parent company, (c) any company owned or affiliated with the Party's parent company, or (d) any successor in interest pursuant to a merger or acquisition of the Party.

20.0 SURVIVAL BEYOND TERMINATION OR EXPIRATION:

Any and all obligations arising under Sections 3, 5, 6, 7, 8, 9, 10 and 16 of Services Agreement shall survive any termination or expiration of this Services Agreement.

21.0 MODIFICATIONS:

Services Agreement can be modified only in a writing that is signed by both Parties.

22.0 SEVERABILITY:

If any provision of the Services Agreement is determined by a court to be invalid, the remainder of Services Agreement shall not be affected thereby and shall remain in full force and effect.

23.0 GENERAL REQUIREMENTS:

23.1 URT shall provide all the facilities, processes, trained personnel, ongoing technical support capability, equipment, supplies and e-waste recycling expertise that is necessary to successfully perform the Recycling Services.

23.2 URT shall comply with all applicable laws, rules, regulations, orders, and ordinances, as they may be amended from time to time, in its performance of the Services.

23.3 URT shall process all Recycling Materials it receives through its performance of the Services in a manner that:

(a) protects the environment through the recycling of Covered Electronic Devices, and ensures proper disposal of any waste, including hazardous waste, that is generated as a by-product of such recycling,

(b) prevents data contained on any storage medium incorporated into a Covered Electronic Device from being recovered,

(c) assures that no piece of a Covered Electronic Device or component thereof is re-sold as a functional unit, and

(d) recovers commodities and usable parts from processed recycling materials Covered Electronic Devices.

23.4 URT shall communicate with assign Company Contact on all issues pertaining to implementation, administration, and execution of the Services, including any additional or special requirements by Customer shall communicate with the URT Contact on all issues pertaining to implementation, administration, and execution of the Services, including any additional or special requirements.

23.5 URT may subcontract any services to be performed hereunder provided the subcontractor meets all requirements of this SOW and the Agreement. If URT elects to utilize a subcontractor(s), URT shall manage all subcontractor operations in full compliance with all applicable laws, rules, regulations, orders, and ordinances, as they may be amended from time to time. URT shall have the final decision on all aspects of relationships with any of URT's subcontractors.

24.0 RECYCLING SERVICES:

24.1 URT shall provide the following services for each Scrap Load it receives at its facilities as defined in proposal of services:

(a) Handling of Scrap Loads:

(i) URT shall inspect the shipment and delivery receipt upon acceptance of a Scrap Load to ensure that the receipt accurately reflects the shipment documentation. URT shall inspect the pallets, when applicable, to confirm that the correct Recycling Materials have been received and have not been tampered with prior to delivery. URT shall promptly advise the Customer of any discrepancies via email;

(ii) URT shall visually and manually screen each shipment for hazardous components. Not with standing any other terms in this Service Agreement, URT shall not accept any of the following materials for processing: liquids, chemicals, oils, radioactive devices, biological or infectious waste, or dry powder substances; and

(b) Processing of Scrap Loads:

(i) URT shall recycle all Recycling Materials received or collected under this Services Agreement using standard methods approved in the industry;

(ii) URT shall shred, degauss, and/or impair all electronic storage media incorporated into a Covered Electronic Device, or otherwise overwrite the data located thereon in accordance with the Department of Defense's specifications,

such that no information on any storage medium escapes the process in a recoverable condition;

(iv) URT shall ensure that all final wastes and hazardous materials resulting from the recycling process are disposed in accordance with all applicable laws, rules, regulations, orders, and ordinances, as they may be amended from time to time; and

(v) URT shall separately track the processing of each Scrap Load by weight and facility location and shall provide a Certificate of Destruction ("COD") to Customer verifying that the Recycling Materials contained in the Scrap Load were processed and recycled in a manner that complies with federal, state, and local law.

24.2. URT shall have the right to sell into global markets any commodities generated from Recycling Materials. Any such sale by URT shall conform both to the export control laws and regulations of the United States and to the import laws of the receiving Countries.

25.0 ENVIRONMENTAL CONSIDERATIONS:

25.1. Any materials or chemicals used by URT or its subcontractor(s) for the recycling, scrap,

and/or disposal of Covered Electronic Devices shall be deemed to be the materials or chemicals of URT or URT's subcontractor(s), and any resulting waste derived there from shall be deemed the waste of URT or URT's subcontractor(s). URT and URT's subcontractor(s) shall dispose of any such waste in accordance with all applicable laws and regulations. URT shall create and maintain any written report(s) of such actions as required by law or regulation.

25.2. URT shall manifest all wastes as URT's wastes under URT's EPA Hazardous Waste Generator Identification Number as may be required by law, and shall manage the disposal of such wastes. URT shall create and maintain any written report(s) of all such transactions as required by law or regulation.

26.0 ENTIRE SERVICES AGREEMENT:

Services Agreement constitutes and expresses the entire Services Agreement and understanding between the Parties hereto in reference to all the matters herein referred to, all previous discussions, promises, representations, and understandings relative thereto, if any, had between the Parties hereto, being herein merged.

Acceptance:

IN WITNESS WHEREOF, the Parties hereto have executed Services Agreement intending to be bound thereby on the day and year written above.

URT PROCESSING, LLC ("URT")

TOWN OF VEAZIE

By: Brad Brown

By: Joseph Hayes

Title: VP Marketing & Sales

Title: Town Manager

Date: April 19, 2012

Date: _____

Signature: _____

Signature: _____

Services Agreement Number: Town of Veazie



Microsoft
SOLUTION PROVIDER



www.UniversalRecyclers.com

JANESVILLE, WI • DOVER, NH • FORT WORTH, TX • INDIANAPOLIS, IN • CLACKAMAS, OR • OAKDALE, MN • ENDICOTT, NY



Quotation

FOB

Payment Details		Subtotal	
<input checked="" type="radio"/>	50% deposit upon signing.	Shipping & Handling	\$0.00
<input type="radio"/>		Taxes	
<input type="radio"/>	Finance Options Available:	State	
		Tax Exempt	
		TOTAL	\$1,495.00

☐ Finance Options Available:

	Subtotal	\$1,495.00
Shipping & Handling		\$0.00
Taxes	State	
	Tax Exempt	
	TOTAL	\$1,495.00

See Specified Warranty on all Equipment Assumes customer premise wiring will meet min. CAT3 specs. Toning, rewiring, labeling and additional wiring will be billed at standard labor.

Accepted By: _____ Date: _____

Thank you for choosing BrickNet!

CUSTOMIZE YOUR INVOICE

Hover Your Pointer
HERE for a Useful Tip!

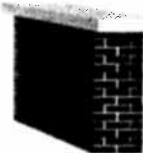
Type Company Information Here...

Company Name	BrickNet Information Technologies	Phone	207.947.9500
Address	157 Park Street	Fax	207.947.9099
City	Bangor		
State	ME.		
ZIP Code	04401		

Specify Default Invoice Information Here...

1st Tax Name	State		
Rate	5.00%		
<input type="checkbox"/>	Apply tax on local purchases only.		
2nd Tax Name	Tax Exempt		
Rate			
<input checked="" type="checkbox"/>	Apply tax on local purchases only.		
<input type="checkbox"/>	Share invoice numbers on network.		
		Shipping Charge	
		Counter Location	
Template Wizard Database	c:\program files\microsoft office\office\library\invdb.xls		

Formatted Information

	BrickNet Information Technologies 157 Park Street
-------------------------------------------------------------------------------------	-------------------------------------------------------------



Message

Tue, Jul 03, 2012 4:18 PM

From: <dparks@btacpa.com>

To: **Joseph Hayes**

Subject: Software inquiry and recommendation

Attachments: Attach0.html / Uploaded File

8K

Good afternoon Mr. Hayes,

I have been asked to opine on the Town's current utilization of dual software programs – in this case Trio and ADS - in recording transactions relative to the Town's operations.

In my opinion, using two independent systems to record activity is inherently inefficient (and perhaps costly), especially when one needs to reconcile amounts from one module to the other unnecessarily. Without a full knowledge to the Town's exact scenario, I would assume there must be, for example, a requisite reconciliation of unpaid taxes receivable listings generated from Trio to the related General Ledger account in the ADS program. Were the Town to employ one software for both its general ledger and tax receipting, this would be less likely provided the setup is proper.

The majority of our School Districts and Departments do utilize ADS and we find it to be a fine program; our firm does not currently audit any municipalities who employ them for their accounting needs (indeed, I believe you indicated you might be the only Town to do so). While it is true that any software program may possess limitations or certain nuances in performance, we serve a growing number of municipalities utilizing Trio as their primarily accounting package and find the software fitting to their organizational needs.

It is not our prerogative to recommend one program over the other – indeed, we hold both to be very suitable. I do believe, however, that strong consideration should at least be given to consolidating the accounting system into a single, seamless program.

I hope this brief commentary addresses your question adequately. It was a pleasure speaking with you this afternoon at making your acquaintance. If I can be of any further assistance, please don't hesitate to contact me.

Sincerely,

Daniel J. Parks

Brantner, Thibodeau & Associates

<mailto:dparks@btacpa.com> | **<http://www.btacpa.com>**

Phone: (207) 947-3325 ext. 110 | **Fax:** (207)945-3400

Toll Free: 1-800-564-2727 |

674 Mt Hope Ave, Suite 1, Bangor, ME 04401

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IRS CIRCULAR 230 NOTICE

New practice requirements set forth in Internal Revenue Service Circular 230 now regulate written communications from our firm, including e-mail, about federal tax matters. Such communications can be either "opinions" or other written communications. Nothing set forth hereinabove is intended to be an opinion for purposes of Circular 230. As a result, nothing set forth herein may be relied upon to avoid any federal tax penalties.

HARRIS

TRIO Division of Harris Computer Systems
 56 Banair Rd
 Bangor, ME 04401

Telephone (207) 942-6222

Date: 7/6/2012

For: Town of Veazie
 Mr. Joseph Hayes

QUANTITY	DESCRIPTION	Install/Train	Hrs.	Initial Cost	Malint.
1	TRIO Budgetary Accounting System (Warrants, A/P, etc.)	\$ 1,000.00	8	\$ 2,500.00	\$ 800.00
1	Convert Vendors, Chart of Accts from ADS ASCII file	\$ -	4	\$ 600.00	\$ -
		\$ 1,000.00	4	\$ 3,100.00	\$ 800.00
		1st Year Costs:			\$ 4,900.00



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Subject: Software inquiry and recommendation

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Sincerely,

Daniel J. Parks

Brantner, Thibodeau & Associates

<mailto:dparks@btacpa.com> | <http://www.btacpa.com>

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July 1, 2012

Dear Town/City Official,

We are writing to you as part of our ongoing efforts to keep you apprised of developments affecting Time Warner Cable customers in your community.

Time Warner Cable's agreements with programmers and broadcasters to carry their services and stations routinely expire from time to time. We are usually able to obtain renewals or extensions of such agreements, but in order to comply with applicable regulations, we must inform you when an agreement is about to expire. The agreements with the programmers/broadcasters on the list below are due to expire soon and we may be required to cease carriage of one or more of these services/stations in the near future. Conversely, there are also times when we will include the addition of new channels within these ads:

American Life, BBC America, BBC America HD, Cooking Channel SD& HD, Current TV, DIY SD&HD, Encore, Encore HD, Encore Action E&W, Encore Drama E&W, Encore Love E&W, Encore Suspense E&W, Encore Family, Encore Westerns E&W, Food Network, Fox News, Fox News HD, Gol TV, Gol TV HD, Gospel Music Channel SD&HD, Great American Country, GSN, GSN HD, Indi Plex, Music Choice, NECN, NHL Networks, NHL Network HD, NHL Center Ice Package, Retro Plex, Sprout, Starz! SD & HD, Starz Cinema E&W, Starz Comedy SD & HD, Starz Edge E&W, Starz Edge HD, Starz in Black E&W, Starz Kids and Family E&W, Starz Kids and Family HD, TruTV SD & HD, WBGR, WSHM-LP, WCVB/WCVB HD, WMTW/WMTW HD, WMUR/WMUR HD, WNNE/WNNE HD WABI/WABI HD

Please note, some channels listed may not be available in your service area. Please consult your local listings for more details at: www.timewarnercable.com/northeast.

Soccer Specialty Channel HD and Basketball Specialty Channel HD will be added Digital in all areas for the Olympics, on or around 7/28/12.*

MTV 2 HD will be added to Digital on Channel 724 in Keene and Athol and Channel 614 in all other areas, on or around 7/31/2012 *

TV Land HD will be added to Standard Cable on Channel 721 in Keene and Athol and Channel 611 in all other areas, on or around 7/31/2012.*

Centric will be added to Digital on Channel 100 in all areas except Aroostook, Athol, Cumberland and York Counties and Keene, on or around 7/31/2012.*

Pac-12 Network will be added to Sports Pass on Channel 474 in Cumberland and York and Channel 196 in all other areas and Pac-12 Network HD will be on Channel 1542 in all areas, on or around 8/15/12.*

*Digital format only; two-way compatible digital cable ready equipment, such as a digital set-top box or Cable-CARD equipped UDCP used in conjunction with a Tuning Adapter, required.

From Bangor Daily News July 11, 2012

Colony of wild felines being removed from Veazie neighborhood; most should find homes



Kevin Bennett | BDN

"Oh yeah, this one can be saved," said Veazie Animal Control Officer Joseph Murphy as he attempts to coax a feral kitten into a cat carrier after trapping the animal on Hobson Avenue in Veazie on Tuesday, July 10, 2012. *Buy Photo*

By Nick McCrea, BDN Staff

Posted July 10, 2012, at 8:42 p.m.

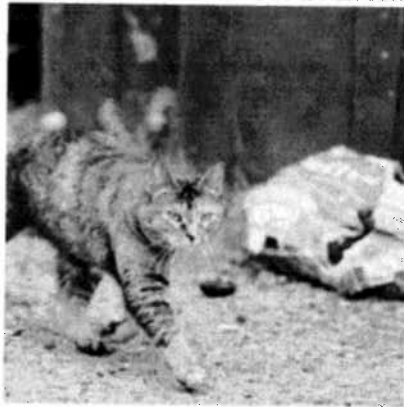
Last modified July 11, 2012, at 12:48 a.m.





Kevin Bennett | BDN

A feral kitten cowers in a makeshift feeding shelter set up near Hobson Avenue in Veazie on Tuesday, July 10, 2012. The lower end of Hobson Avenue has numerous trailers under which an apparently large number of feral cats have taken refuge. *Buy Photo*



Kevin Bennett | BDN

A feral cat roams near garbage cans on Hobson Avenue in Veazie on Tuesday, July 10, 2012. The undersides of numerous trailers on that street have become home to about 30 feral cats. *Buy Photo*

VEAZIE, Maine — Reports of the imminent demise of a clowder of cats in Veazie are greatly exaggerated, according to town officials.

For about two years, residents of Hobson Avenue in Veazie have complained about a group of around 30 free-roaming and feral cats that live in the area, according to Veazie police Chief Mark Leonard. Some of those cats have come to roost underneath residences on the street.

Free-roaming cats are felines that were once household pets but now run wild. Feral cats have never been owned by a human and can be skittish or aggressive toward people.

The town received another complaint on July 5 from a resident who said two litters of kittens had been born to the cat colony, adding as many as 16 new feral cats to the mix.

Residents of the trailers on Hobson Avenue told town officials that cats were tearing up and scratching the exteriors of their homes, getting underneath the trailers and damaging wiring.

Joseph Murphy, animal control officer for Veazie and eight other communities, was asked to begin the process of removing the cats from the neighborhood.

On Tuesday, someone from a group called Forgotten Felines posted a photo of a cat on Facebook with a caption that said the animal was part of a “colony in Veazie that the police and [animal control officer] are going to start trapping and killing today.”

Forgotten Felines is a nonprofit organization that attempts to find homes for feral and free-roaming cats.

Another post on the group’s page stated that at least 25 Hobson Avenue cats would be put down starting Tuesday night.

Tuesday night, those involved in the trapping of the animals said those claims aren’t true.

Murphy began catching cats on the street Tuesday evening after telling residents during the course of the week that they should put collars on their house cats so he could avoid taking the wrong animals.

After putting cat food into the first humane trap he set that evening and placing it at the end of a culvert that ran under the street, Murphy went to the other end of the culvert and clapped his hands. Seconds later, an orange kitten ran into the trap.

Murphy put the trap on the tailgate of his truck, opened a pet crate and tried to coax the trembling kitten, which likely had never had close human contact, into the crate he would use to take the animal to the Bangor Humane Society.

“Come to the other end, come to the other end,” Murphy urged as he stuck a finger inside the cage and stroked the kitten’s fur in an attempt to calm it. “Oh yeah, this one can be saved.”

Murphy said it will probably take him at least two weeks to catch all the cats because he has two or three traps he can set at a time.

He will then take them to the Bangor Humane Society, where staff will assess the cats to see if they’re docile enough to be adopted.

Stacey Coventry, manager of public relations for the Bangor Humane Society, said the organization only euthanizes animals if they’re either too unhealthy or too aggressive to be adopted or put into a foster home.

“If we can save a life we will,” she said Tuesday afternoon.

The humane society is short on space for cats, however, and rumors abounded throughout the day Tuesday that only the kittens and least feral cats would be saved because they adapt more easily to human interaction.

Coventry said frequent adoptions from the humane society and similar organizations lessen the likelihood that any animal will have to be put down because of lack of space to work with the animal.

Concerned residents who heard about the cat colony roundup worried that the more aggressive cats might be euthanized.

However, by Tuesday night, Debbie Studley, a receptionist at Veazie Veterinary Clinic who built a feeding shelter for the cats in the area, said groups stepped up throughout the day and most, if not all, of the cats should be saved.

“Apparently, there have been a lot of rumors around about this,” Studley said.

Studley built a shelter stocked with food and water for the 30-40 cats in an attempt to keep them healthy until Forgotten Felines or another group could step in to collect the cats and find homes for them.

Since rumors started circulating Tuesday, Forgotten Felines and at least three other groups in the state told Studley and Murphy that they would find foster homes and permanent homes for the cats, possibly even the more feral and aggressive ones.

“There are people who know how to handle these kinds of animals,” Studley said. “We can save the vast majority of these cats.”

Coventry and Murphy said humans need to do their part to ensure pet populations stay in check and large feral colonies don’t develop. The biggest step pet owners can take, Murphy and Coventry said, is to spay and neuter their animals.

“This is the fault of people, not the fault of cats,” Murphy said.

As for the orange kitten Murphy caught Tuesday evening, he delivered it to the humane society soon after. The kitten warmed up to people quickly.

“We’re handling it with our bare hands now,” Murphy said, adding that he expected the cat would quickly woo a new owner.

CORRECTION:

A photo caption on an earlier version of this article incorrectly identified the animal control officer seen handling the cats. His name is Joseph Murphy, not Joe Lawlor.



THE HUMANE SOCIETY
OF THE UNITED STATES

Animal Welfare Act
Division of the Bureau

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Veazie Town Office

1084 Main Street

Veazie, ME 04401

Dear Chief Leonard, Town Manager Hayes and Council Members:

Most communities and animal shelters around the nation are overflowing with cats. According to our contacts here in Maine, Veazie is no exception. Cat overpopulation cannot be the responsibility of one single organization or agency and has not been solved by decades of trapping and removing free-roaming cats, both feral and stray, banning their feeding, requiring registration or imposing pet limits. In addition to being unpopular with caring citizens, these strategies are costly to sustain and enforce, and you have more important matters to address to protect the health and safety of Veazie's citizens.

We at The Humane Society of the United States, the nation's largest animal protection organization, are writing to recommend Trap-Neuter-Return (TNR), an effective strategy to manage free-roaming cats. TNR has proven effective for many reasons. It:

- is feasible because of the large number of volunteers willing to participate; they would not participate if the cats were to be harmed
- saves municipal funds associated with trapping, holding, and euthanizing feral cats because trapping is done by volunteers and feral cats don't enter the shelter system
- creates an immediate reduction in population because kittens young enough to be tamed and tame adults are removed from the colony for adoption by the rescue group; thus these cats don't enter the shelter system
- eliminates continued reproduction and reduces nuisance behaviors associated with intact cats, such as fighting over mates, yowling, roaming in search of food and spraying pungent urine; deterrents can

- also be used to discourage roaming cats from entering yards and gardens
- includes vaccinating cats against rabies and other diseases, decreasing public health and safety risks.
- attracts volunteers and gains caretaker cooperation; creates goodwill for the municipal shelter and local government officials
- ensures trapping of new cats who appear as well as ongoing monitoring of all the cats
- allows private non-profit organizations that help feral cats and volunteers to mediate conflicts between the cats and the surrounding community

As you can imagine, free-roaming cats are initially drawn to an area when food is available in dumpsters, trash containers and bags. Caring people often begin feeding cats, but what will really help control the population is mass trapping the cats for TNR. Once feral cats go through TNR, regular feeding will improve and maintain the cats' health and allow caretakers to monitor them for injury or illness and trap any new cats that appear in the feeding area.

We personally know many organizations and municipal agencies in Maine that practice TNR. Forgotten Felines is a local organization that helps manage free-roaming cats using TNR. I'm confident this non-profit organization would be willing to share its expertise with your town and residents. We would be happy to put you in contact with them and other experts in Maine or elsewhere.

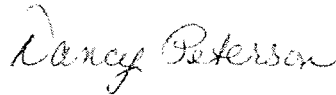
We hope you will read our FAQs and view our short video at http://www.humanesociety.org/issues/feral_cats/qa/feral_cat_FAQs.html and http://www.humanesociety.org/news/multimedia/?fr_story=3f1855c92b1034a02479ea5625635dd88b65f6f9 to learn more about TNR. We have lots of other helpful resources that we would be happy to share with you.

If we can assist you in making your community safer and healthier for people and feral and homeless cats, please feel free to contact us or Katie Hansberry, our Maine State Director, at khansberry@humanesociety.org. We would welcome the opportunity to work with you and discuss in further detail the issue of an effective and fiscally-responsible strategy for managing cats in Veazie.

Respectfully,



Katie Lisnik
Director, Cat Protection and Policy



Nancy Peterson
Cat Programs Manager

CC. Katie Hansberry, Maine State Director