

Veazie Town Council

Regular Meeting

Veazie Council Chambers

Monday, January 28, 2013

6:30 PM



- 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 January 7th, 2013 and January 11th, 2013 Council Meeting Minutes
- ITEM 6. Public Comments.

New Business:

- ITEM 7. Appointment of Robert and Denise Stanley as Animal Control Officers for the Town of Veazie.
- ITEM 8. Ground Maintenance bid discussion.
- ITEM 9. WBRC Agreement in reference to the Community Center.
- ITEM 10. Application for Special Permit for Catering Privileges Off Premises
- ITEM 11. Veazie School Committee request.

Old Business:

- Item 12.** **Manager's Report**
- Item 13.** **Comments from the Public**
- Item 14.** **Executive Session Title 1 Section 405 6E Legal Consultation**
- Item 15.** **Requests for information and Town Council Comments**
- Item 16.** **Review & Sign of Town Warrant Payroll #15 & #16 and AP Warrants #15 & 15A**
- Item 17.** **Adjournment**

Joseph Friedman
Veazie Villas
852-0933

Jonathan Parker
1149 Buck Hill Dr.
947-4740

Brian Perkins
1116 Chase Rd.
942-2609

Tammy Olson
5 Prouty Drive
947-9624

Chris Bagley
16 Silver Ridge
907-4820

Agenda Items

For January 28, 2013

Item 7. Appoint Robert and Denise Stanley as the Animal Control Officers for the Town as required by the State of Maine. These are the individuals that Penobscot County hired for the regional animal control position

Item 8. Ground Maintenance Bids. (5) Total Bids were received. I was received the day after they were closed. This was opened by Public works but they were instructed to place it back in the original envelope and it was not accepted. Of the (4) others that were received (2) have since asked to be removed. That leaves us with

1) Casey's Lawn –

1st year=\$23,700.00 2nd year= \$23,700.00 total= \$47,400.00

2) Bangor Lawn and Landscape-

1st year= \$16,036.00 2nd year= \$16,036.00 total= \$32,072.00

As you will note the above bids are approximately \$3,400.00 more then what we are currently paying. Because of that I found the original contract with the By Us Company and found that an option to extend the contract for (2) years or renewing the contract for (5) years without returning to the bidding process . I have been in contact with a representative of the By Us Company and they would be open to discussions on extending the contract for at least an additional year and possibly longer. It is my opinion that this would serve the Town best if it the pricing they return is cost effective. That would give us the opportunity to see what could, if anything, continue to be done by the remaining public works department.

Item 9. WBRC Agreement reference Community Center. I located documentation that appeared to need signing reference THE Community Center and WBRC. I reviewed and called and spoke to WBRC. They confirmed that it did need signatures. They are updating the agreement and added my name and will be forwarding new copies which I will present at the meeting as I have not received them at the time of this writing. This agreement will allow WBRC to move forward with designing a phasing plan so that we can have a plan as we proceed forward with the Community Center. The pricing on the agreement is an hourly rate not to exceed \$1,200.00.

Agenda Items

For January 28, 2013 Cont.

- Item 10. An application for Special Permit for Catering Privileges off premise. An application was received for a one day off premises liquor license. This application needs to be approved by the municipal officers before the State will issue the license. I have reviewed the application and would recommend approval.
- Item 11. Veazie School Committee Request. The interim Veazie School Committee request that the Town Council allocate \$10,000.00 of the money remaining in the Veazie withdrawal committee account to the School Committee to use for legal fees during the remainder of the fiscal year. A retention letter was attached and is provided for your review. At the time of this writing I am unable to provide the Council with what available funds are in this account. I will attempt to have that number for the council meeting.
- Item 13 This is an executive session to discuss a legal matter with our attorney

Managers Report

For January 28, 2013

Since taking this assignment over on January 7, 2013 there has been a plethora of activity occur. I spent until January 17th with Manager Hayes going over items within the Town Office and the Town of Veazie. Since then I have been working on meeting with people in the community, staff and introducing myself to our business partners. From that I have met with the following people and or groups and accomplished the following items:

1. Business Manager from RSU. She provided a list of jobs/duties that she will be performing as we move forward with the school returning to Veazie. This list is included. From this meeting it was decided that I need to meet with Representatives from Bangor Savings so a new account could be opened to assist in EFT payments between the school/town and the business office. It was also recommended that a policy be enacted by the council to not interrupt the payroll for the school. They currently are paid on the 1 and 3 weeks and we meet on the 2 and 4th. She recommend that we have the Superintendent sign off on the warrants in lieu of waiting for the Town Council. I have included her email and the State Statute outlining this in more detail. From her recommendation I have met with the representatives from Bangor Savings Bank and am moving forward on setting up a checking account.
2. Spoke at length with Julie Reed on trying to get the books in order. Without this it is making my job very difficult and is delaying the budgeting process for next year which needs to start almost immediately. This process has been delayed because Julie unfortunately has experienced some medical issues that have caused her to be out of work. It is unknown when she will return but she is hoping within a month's time. We may need to look at alternatives on having someone else bring the books into order while she is out. I will discuss this further once it is known when Julie will return.
3. Spoke numerous times to Craig Costello on audit and end of year items along with a discussion on an exit audit for Manager Hayes. I will continue to work closely with Mr. Costello so end of year items and items needing to move forward are completed.
4. Police and Fire Department Staff and updated them on my current position
5. Have gone to all banks the town is affiliated with and had names added and removed for security purposes

Managers Report Continued

6. Don Mackay as his role as Chair of the Veazie Community Center Committee and also to answer outstanding questions he had reference the conservation commission
7. John Holden reference the TIF Amendment. This has been approved by the DECD and is enclosed in this packet for review
8. Spoke with a citizen that has concerns with the bus schedule. We spoke at length and he may attend a future council meeting looking for support from the council on requesting later bus times for the Town of Veazie. I also contacted Chairperson Olson as the citizen requested that she contact him
9. A complete review of all the policies and procedures for the Police Department was completed. The updated set has been added to the vault.
10. I have completely cleaned the council chambers, the manager's office and the code enforcement office. This will give a more professional appearance to those visiting the Town Office
11. I will be meeting with the heating company on January 28 at the community center. It was discovered that only one zone exist at the community center so I want to discuss options to resolve this. This was discovered after it was reported that the furnace was running a lot and no heat was being sent to the upstairs. This was causing a large amount of fuel consumption and little heat output. It was found that 4 thermostats had been installed and they all were on different temperatures so they were always calling for heat. This has been resolved and I will continue to work on the zoning issue.
12. I have had numerous conversations and updates with the owner of Silvers Construction. We had received a citizen complaint on the side walk near Thompson and School not being cleared. Their were a number of reasons this had occurred but Mr. Silver took full responsibility and resolved the issue as soon as he could. He continues to monitor the snow removal and street clearing to find more efficient ways to accomplish this. He did remove the large amount of snow that had accumulated along the side of the road on State Street and also his crew removed large amounts of snow that had accumulated around the school and the windows of the school to make the surroundings safer. Both of these items were done without request from Town Staff.
13. Public works was directed to travel around Town to pick up Christmas Trees that had been left roadside. Next year we will work harder on communicating that trees need to be dropped off at the compost site as we no longer will be picking them up unless this directive changes.

Managers Report Continued

14. I have initiated talks with the Fire Department so that we can restart negotiations on a contract and attempt to resolve this issue. They have contacted the Town Attorney and we are finalizing dates for this to begin.
15. I have begun a draft budget committee schedule and will be calling a meeting with them soon to begin this process. As mention above it is hard to begin a process when the books aren't reconciled yet.
16. I have enclosed email conversation and a letter between Manager Hayes and Steven Moores of Penquis CAP. Assessor Ben Birch will be attending the meeting to answer any questions that may exist reference this as he is familiar with this more than I.
17. While cleaning the Office I located copies of the Policy and Procedures for the Town. I have placed these in front of you this evening for your reference. It is my understanding this was a previous request made by the council.
18. I have spoke to Council Chair Person Olson on implementing email address for the members of the council. I am aware that at least one member doesn't use email and I would continue to communicate with this person via phone and or mail. For the other member this would definitely streamline communication between us. I would recommend posting the email address on the website if that was the wishes of the council for ease of communications with the public. This would also assist in research if we were to receive freedom of information request.

I'm certain there are things that I'm missing but once I am able to get my feet under me then I am certain this will become more manageable. If there is something that you have been asking to have done or need done please don't hesitate to contact me so that these item(s) can be accomplished. Thank you for having the faith in me to appoint me as the interim manager. I look forward to working with each of you.

Mark Leonard

**Town of Veazie
Town Council Meeting Minutes
01/07/2013**

Members Present: Chairman Tammy Olson, Councilor Chris Bagley, Councilor Joseph Friedman, Councilor Brian Perkins, and Councilor Jonathan Parker. Town Manager Joseph Hayes, Secretary Julie Strout, Police Chief Mark Leonard, Chris Cronan, Planning Board, Robert Young, Dennis Farnham and various members of the public.

Members Absent: None

Item 1: Call to Order

Chairman Tammy Olson called the meeting to order at 6:30 p.m.

Item 2: Secretary to do the roll call

All present

Item 3: Pledge of Allegiance

Item 4: Consideration of the Agenda

No changes or additions

Item 5: Approval of the December 10th and December 17th Council Meeting Minutes

Councilor Jon Parker made a motion, seconded by Councilor Joseph Friedman, to approve the December 10th 2012 and December 17th, 2012 Council Meeting Minutes as written. No discussion. Motion carried. 5-0-0

Item 6: Public Comments:

None

New Business:

Item 7: Appointment of a Trustee to the Veazie Sewer District until June 2013.

Councilor Jon Parker made a motion that we appoint Norman "Buddy" Webb to the Sewer District, seconded by Councilor Chris Bagley – no discussion – 2-3-0. Joseph Friedman, Brian Perkins and Tammy Olsen opposed.

Councilor Jon Parker asked Chairman Tammy Olsen if she was completely and totally clear from the Sewer District. Tammy stated that they did owe her some sick time, but no longer works there. Councilor Jon Parker asked is she saw that as a conflict of interest.

The Council decided to re call the vote. 2-2-1 Joseph Friedman, Brian Perkins opposed and Tammy Olsen abstained. Motion not carried.

James Parker and others from the town voiced their concerns.

Item 8: Appointment of a Trustee to the Orono-Veazie Water District until December 31, 2017.

Councilor Chris Bagley made a motion to appoint Kenneth Borneman as a trustee to the Orono-Veazie Water District until December 31, 2017, seconded by Councilor Joseph Friedman. No discussion. Motion carried 5-0-0

Item 9: Authorize the Town Manager to enter into a contract for ACO services for the upcoming year.

Councilor Brian Perkins made a motion to enter into a contract with Penobscot County for the towns ACO services, seconded by Councilor Joseph Friedman. No discussion. Motion carried. 5-0-0

Item 10: Authorize the Town Manager to enter into a maintenance contract for the exhaust fume removal system.

Councilor Jon Parker made a motion to have the Town Manager enter into the maintenance contract for the exhaust fume removal system in the amount of \$729.00, seconded by Councilor Brian Perkins. Motion carried. 5-0-0

Old Business:

Item 11: Chris Cronan from the Planning Board discussed with the councilors and the public the proposed changes to the Town Land Use Ordinance.

Some of the major proposed changes in the Veazie Land Use Ordinance were:

1. There will be a new 3-stage review of subdivision plans to minimize upfront expenses.
2. Optional cluster subdivisions will have to meet a 50% open space set-aside.
3. Land selection criteria for open space set-asides have been consolidated and revised to promote the protection of "conservation values"
4. Options for the legal protection of open space have been revised.
5. Permitted and prohibited uses in town-owned public open space have been specified.

Councilor Joseph Friedman suggested that we table Item 11 so we can meet with the owners and meet with an independent party and see if we can get together and advise the Planning Board on the correct language in their ordinances. Councilor Jon Parker stated he would like to see the Planning Board throw away everything they have done and go back and try to revise some of the original land ordinances and find some flexibility in the original one that they have. Councilor Brian Perkins does agree they need to go back to the drawing board. The Council wants to see if we can get together with

the majority of the land owners and see how they want to be represented in the process. The land owners will be given dates of Feb 11, 2013 and Feb 28, 2013 to decide from in order to meet with the Council.

Item 12: Manager's Report

The town manager reviewed his report and the ACO report with the councilors.

Item 13: Comments from the Public

Both Mr. Dick Leonard and Mr. James Parker shared their concerns with the council in regards to the Sewer District Trustee vote being turned down. James Parker invited the council to join the sewer district at their next meeting on January 21st, 2013.

Item 14: Executive Session Title 1 Section 405 6E Legal Consultation.

Councilor Brian Perkins made a motion, seconded by Jon Parker to go into Executive Session under Title 1 Section 405 6E for legal consultation at 8:12pm.

Councilor Brian Perkins made a motion, seconded by Jon Parker to exit Executive Session at 8:52pm. Motion carried. 5-0-0

Item 15: Executive Session Title 1 Section 405 6 A Personnel Matter.

Councilor Jon Parker made a motion, seconded by Chris Bagley to go into Executive Session under Title 1 Section 405 6 a personnel matter, at 8:53pm. Councilor Jon Parker made a motion, seconded by Councilor Chris Bagley to exit Executive Session at 10:51pm. Motion carried. 5-0-0

Item 16: Requests for information and Town Council Comments.

Town Manager Joseph Hayes tendered his resignation as of January 31, 2013. Mr. Hayes came to the conclusion that he was not satisfying the Council and the Council can move forward with someone who can better manage the town.

Councilor Brian Perkins first of all stated that he's sorry and that he feels that Mr. Hayes was sabotaged by some members of the council and members of this town that weren't happy with the changes that were being made.

Councilor Joseph Friedman made a motion, seconded by Councilor Jon Parker to accept Town Manager Joseph Hayes resignation effective January 31, 2013. Chairman Tammy Olsen stated that she was disappointed. 3-2-0 with Brian Perkins and Tammy Olsen opposed. Motion Carried.

Councilor Joseph Friedman made a recommendation that Chief Mark Leonard fill in for Joseph Hayes to act as Interim Town Manager. Mark Leonard accepted the offer.

Councilor Joseph Friedman made a motion, seconded by Councilor Brian Perkins, that Chief Mark Leonard be appointed as the Interim Town Manager beginning tomorrow, January 8, 2013, to work with Manager Hayes as Manager Hayes is exiting, with an additional salary to compensate Mr. Leonard and get together with both parties at the end of the month. No discussion.

Motion carried. 5-0-0

Councilor Jon Parker mentioned having a Limited Meeting on January 14, 2013 with Manager Hayes and Mark Leonard to discuss how info flow has gone over the last 4 or 5 days and what they see is going to be their needs thru the end of the month and then the council can discuss what our long term goals are at that point. Councilor Joseph Friedman said then if Mark Leonard is interested, they can talk about a compensation package.

Mr. Leonard stated that January 22nd, 2013 would be a better date in order to give them more time to review everything.

The Limited Council Meeting will be on January 22, 2013 at 6:30pm in the Council Chambers.

Item 17: Review & Sign of Town Warrants 12 & 13 and Warrant Payroll 13 & 14.

The warrants were circulated for signatures.

Item 18: Adjournment

Councilor Brian Perkins motioned to adjourn.

Councilor Jon Parker seconded. No discussion. Motion carried. 5-0-0

Adjourned at 11:07pm.

A True Copy Attest:



Julie L Strout

Deputy Town Clerk

**Town of Veazie
Emergency Town Council Meeting Minutes
01/11/2013**

Members Present: Chairman Tammy Olson, Councilor Chris Bagley, Councilor Joseph Friedman and Councilor Jonathan Parker. Police Chief Mark Leonard, Secretary Julie Strout and various members of the public.

Members Absent: Councilor Brian Perkins

Item 1: Call to Order

Chairman Tammy Olson called the meeting to order at 4:51 p.m.

Item 2: Secretary to do the roll call

Councilor Brian Perkins absent

Item 3: Pledge of Allegiance

Item 4: Consideration of the Agenda

Councilor Jon Parker made a motion, seconded by Chris Bagley to revisit the appointment of a Trustee to the Veazie Sewer District . Motion carried. 4-0-0

Item 5: Council Appointments for Mark Leonard

Councilor Jon Parker motioned to appoint Mark Leonard as Interim Safety Officer, Interim NIMS Compliance Officer, Interim Town Clerk, Interim Deputy Registrar of Voters, Interim CDBG Program Administrator, Interim Health Officer, Interim Budget Officer, Interim Personnel Director, Interim Road Commissioner, Interim Treasurer, Interim Tax Collector and Interim Overseer of the Poor. Councilor Joseph Friedman seconded. No discussion. Motion carried. 4-0-0

Councilor Joseph Friedman made a motion, seconded by Councilor Jon Parker to appoint Julie Strout as Interim Motor Vehicle Agent. No discussion. Motion carried. 4-0-0

Item 5a: Councilor Jon Parker made a motion, seconded by Councilor Chris Bagley to appoint Norman "Buddy" Webb as a Trustee to the Veazie Sewer District. No discussion. Motion carried. 3-0-1. Chairman Tammy Olson abstained.

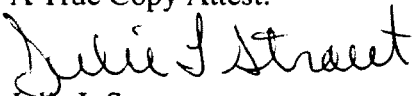
Item 6: Public Comments

None.

Item 7: Adjournment

Councilor Joseph Friedman made a motion, seconded by Councilor Jon Parker to adjourn the meeting. No discussion. Motion carried. 4-0-0
Adjourned at 4:55pm.

A True Copy Attest:

A handwritten signature in black ink, appearing to read "Julie L. Strout". The signature is written in a cursive, flowing style.

Julie L. Strout

Deputy Town Clerk

TOWN OF VEAZIE

1084 Main Street
Veazie, Maine 04401

ITEM # 8

Request for Proposal and Bid Submission Sheet Grounds Maintenance Contract

Contractor's Name Bangor Lawn and Landscape

Address 169 Hudson Rd Bangor ME, 04401

Phone Number 207-299-2169

Federal ID/SS Number 02-0272409 MDOT Number —

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

Services: What and when:

Services shall begin on February 1, 2013, and continue until December 31, 2014. Municipal mowing sites include the following: Fletcher Municipal Building, Fairview Cemetery, the municipal school owned properties including the Veazie Community School and the Veazie Sports Fields including the areas around tennis courts. . See Schedule A, B, C, D and E for a list of miscellaneous properties that will be taken care of under this contract.

For budgetary purposes please break out each item

Independent Contractor

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

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

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

The Contractor agrees that if your bid submission is successful:

General Requirements:

The contractor shall furnish adequate and satisfactory equipment and manpower to maintain the required ground keeping on a weekly basis.

Grass will be cut at a height of 3” to minimize stormwater run off. Some areas that are to be maintained will have a different height requirement. Please check the enclosed schedules for those areas that will be mowed lower.

The contractor at all sites shall do weed trimming at the same time that mowing is done. The trimming shall be the same height as mowed grass. A representative of the Town will ensure that such work be visually appealing.

Any conflicts determined by the Towns representative, shall be addressed by the contractor within 24 hours. Unless grass clippings become too unsightly, it is preferred that clippings remain in place for mulch.

Insurance:

Worker’s Compensation must be provided in accordance with Maine law. General Liability Insurance :\$500,000 for each occurrence, \$5,000 medical experience (anyone person), \$1,000,000general aggregate, \$1,000,000 products-com/op aggregate, \$1,000,000 automobile liability-combined single limit (each accident). The Town shall be listed as additional insured on your insurance.

Indemnification:

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

Terms of the contract:

The terms of this contract is for the mowing seasons from February 2013 through December 31 2014, with an option to extend the contract for three (3) years or renewing the contract for a total of five (5) years without returning to the bidding process. Payment for services shall be made on the Thursday following the regularly scheduled Town Council's meeting after the invoices are received and approved by the Town Council.

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

Bid price:	Town	School	Total
a.) Weekly mowing:	\$364	\$105	\$469
b.) Bi Weekly Mowing	\$252		
c.) Monthly Mowing	\$504	\$1,456	\$420
d.) Seasonal	\$3,000	\$8,736	\$2,520
e.) Special Requirements	mulching, Spring/Fall Clean, Edging, Aeration, seed \$1,780		

Total for 2013 mowing season**\$ 16,036 ⁰⁰**

a.) Weekly mowing:	Same
b.) Bi Weekly Mowing	Same
c.) Monthly Mowing	Same
d.) Seasonal	Same
e.) Special Requirements	Same

Total for 2014 mowing season**\$ 16,036 ⁰⁰**

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

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

Company Banger Lawn and LandscapeAddress 167 Hudson RdCity Banger State MESubmitted by 
Signature

Bidder's Qualification Certificate

The undersigned hereby certifies and submits the following qualifications:

Name and address (mailing & physical) Bangor Lawn and Landscape
169 Hudson Rd Bangor ME 04401

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

5 Years

Particular types of work performed by your company:

Tree work, Complete Landscape construction and design
Drainage systems, hardscapes, carpentry, decks, Remodeling

WE MAINTAIN PUBLIC PARKS, FIELDS, ETC. FOR TOWNS OF GLENBURN'S
ORRINGTON

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

TOWN OF GLENBURN – MIKE CROCKER – 942-2905
TOWN OF ORRINGTON – PAUL WHITE – 825-4519

Gross amount of contracts now in hand 135K

Bank reference(s): MAKIAS SAVINGS BANK – KEN WHITE

By: JAMES GALLANT
Title: PRESIDENT

List C Equipment

(Please list equipment below, including backup equipment)

2 2-Track mowers w 60" Decks

2 Commercial walk behind mowers 54" decks

3 Pushmowers w baggers

4 String trimmers

2 Backpack blowers

2 Chainsaws

2 hedge clippers

2 1 ton with dump body's

2 3/4 ton Pickups

4 trailers ranging from 2,500 lb - 10,000 lb Capacity

1 Bobcat track loader

1 Bed edger

We also have 2 Certified Mechanics at our shop 40 hours
a week

Schedule A
Weekly Mowing
Mowing as needed 2 ½" to 3 ½ "
Contractor should follow the 1/3 cutting rule including weed
wacking

- 1.) Veazie Community School**
- 2.) Veazie Playground, base ball field and soccer field & tennis courts.**
- 3.) Fletcher Municipal Building**
- 4.) Fairview Cemetery**
- 5.) Riverside Park**
- 6.) Veazie Triangle (corner of Main Street and US Rt. 2 (State St.))**
- 7.) Veazie Community Sign**
- 8.) Taking care of trash cans at the Fairview Cemetery.**
- 9.) Buck Hill conservation trails (mowing)**
- 10.) All community parking lots**

Islands that need to mowed are:

- 1.) Ridgeview Drive**
- 2.) School Street**
- 3.) Eagle View**
- 4.) Community Center the 2 front islands**

Cul-de-Sacs

- | | |
|---------------------------------|-------------------------------|
| 1. May Street | 6. Ridgeview Drive |
| 2. Arbor Drive | 7. Buck Hill (2) |
| 3. Chick-a-Dee Drive (2) | 8. Buck Hill extension |
| 4. Hillside Drive | 9. Longmeadow Drive |
| 5. Black Bear Drive | 10. Penobscot Drive |

11. Penobscot Circle

Spring and Fall cleanup should require that the grounds be power raked (or raked), pick up limbs, and remove leaves from sites.

Schedule B
Biweekly Mowing

A. Weed wacking includes the following guard rails:

Main Street

Eagle View

Shore Road

Rock Street

Veazie Street

Thompson Road sidewalk area

The 4 locations of the Veazie Community signs

Former location of the Dang property

Plus 60-70 fire hydrants as needed. (Please note that some homeowners mow around them.)

B. Weed wacking needed in the Buck Hill extension.

C. Road side mowing includes the following streets:

1.) State Street

2.) Chase Road

3.) School Street

4.) Main Street including the railroad bridge

5.) Veazie Street

6.) Eagle View

7.) Ridgeview Drive

Schedule C
Monthly Mowing

Buck Hill conservation trails area that cannot be mowed and must be weed wacked.

Schedule D
SEASONAL

Raking Fairview Cemetery (fall)
Raking Municipal Building (fall)
Edging Ball field (spring)
Cul-de-sacs weed and raked and bark mulched

Winter clean up Fairview Cemetery
Winter clean up Municipal Building

Schedule E
Special Requirements for Veazie Community Sports Fields

The Veazie Community Sports Fields require that during the spring cleanup that the grass be patched seeding as needed.

The School Athletic Director or a representative of the Town will designate those areas where mowing will be maintained at a length of approximately 2 to 2.5". In the fall, aeration and over seeding is required.

Base paths are to be defined by edging and other means. This is to be done annually as part of the spring cleanup or the fall cleanup,

The fields shall be mowed the day before all Veazie Community School activities and special events as detailed from the School Athletic Director and or the Recreation Director.



Signature of Authorized Contractor's Representative

Date 1/15/13

An informational meeting will take place on Tuesday January 8 @ 2 PM and Wednesday January 9 @ 2 PM at the Veazie Municipal Building 1084 Main Street. Interested bidders are encouraged to attend to ask questions. These meetings are not mandatory.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/27/2012

PRODUCER (207)848-3326 FAX (207)848-5683
Russell D. Patten Insurance Agency, LLC
P.O. Box 6240
Hermon, ME 04402

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

INSURED Northeast Facilities Management, Inc
169 Hudson Road
Bangor, ME 04401

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: National Grange 180167

INSURER B:

INSURER C

INSURER D

INSURER E

COVERAGES

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

SR ADD'L OR INSUR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	MPT4732K	11/06/2012	11/06/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	B2T4732K	08/18/2012	08/18/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	CACT4732K	11/06/2012	11/06/2013	WC STATU- TORY LIMITS OTH- ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The Town of Glenburn is listed as additional insured on the above named general liability policy# MPT4732K

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Shirley Curtis/SIC

Shirley Curtis

TOWN OF VEAZIE

1084 Main Street

Veazie, Maine 04401

Request for Proposal and Bid Submission Sheet Grounds Maintenance Contract

Contractor's Name Casey's Lawn Service

Address 14 Lemon St Veazie ME

Phone Number 207-991-3478

Federal ID/SS Number 46-1495395 MDOT Number _____

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

Services: What and when:

Services shall begin on February 1, 2013, and continue until December 31, 2014. Municipal mowing sites include the following: Fletcher Municipal Building, Fairview Cemetery, the municipal school owned properties including the Veazie Community School and the Veazie Sports Fields including the areas around tennis courts. . See Schedule A, B, C, D and E for a list of miscellaneous properties that will be taken care of under this contract.

For budgetary purposes please break out each item

Independent Contractor

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

Terms of the contract:

The terms of this contract is for the mowing seasons from February 2013 through December 31 2014, with an option to extend the contract for three (3) years or renewing the contract for a total of five (5) years without returning to the bidding process. Payment for services shall be made on the Thursday following the regularly scheduled Town Council's meeting after the invoices are received and approved by the Town Council.

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

Bid price:	Town	School	Total
a.) Weekly mowing:	13600	5500	19100
b.) Bi Weekly Mowing	800	0	800
c.) Monthly Mowing	400	0	400
d.) Seasonal	2400	1000	3400
e.) Special Requirements	0	0	0
			\$ 23,700

Total for 2013 mowing season

a.) Weekly mowing:	13600	5500	19100
b.) Bi Weekly Mowing	800	0	800
c.) Monthly Mowing	400	0	400
d.) Seasonal	2400	1000	3400
e.) Special Requirements	0	0	0

Total for 2014 mowing season

\$ 23,700

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

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

Company Casex's Lawn Service

Address 14 Lemon St

City Veazie State ME

Submitted by [Signature]
Signature

List C Equipment

(Please list equipment below, including backup equipment)

2006 F250 Pickup

2003 GMC 3500 Dump

2005 Ford Ranger

6' x 10' Landscape trailer

6' x 16' Equipment trailer

48" Exmark zero turn

60" Exmark zero turn

36" Exmark walkbehind

21" push mowers (4)

Massey Ferguson 662310 tractor

Echo trimmers (4) with various attachments

Echo Blowers (2)

Echo Chainsaws (2)

Power Poles (2)

Schedule B
Biweekly Mowing

A. Weed wacking includes the following guard rails:

Main Street

Eagle View

Shore Road

Rock Street

Veazie Street

Thompson Road sidewalk area

The 4 locations of the Veazie Community signs

Former location of the Dang property

Plus 60-70 fire hydrants as needed. (Please note that some homeowners mow around them.)

B. Weed wacking needed in the Buck Hill extension.

C. Road side mowing includes the following streets:

1.) State Street

2.) Chase Road

3.) School Street

4.) Main Street including the railroad bridge

5.) Veazie Street

6.) Eagle View

7.) Ridgeview Drive

Schedule E
Special Requirements for Veazie Community Sports Fields

The Veazie Community Sports Fields require that during the spring cleanup that the grass be patched seeding as needed.

The School Athletic Director or a representative of the Town will designate those areas where mowing will be maintained at a length of approximately 2 to 2.5". In the fall, aeration and over seeding is required.

Base paths are to be defined by edging and other means. This is to be done annually as part of the spring cleanup or the fall cleanup,

The fields shall be mowed the day before all Veazie Community School activities and special events as detailed from the School Athletic Director and or the Recreation Director.


Signature of Authorized Contractor's Representative

Date 1-13-2013

An informational meeting will take place on Tuesday January 8 @ 2 PM and Wednesday January 9 @ 2 PM at the Veazie Municipal Building 1084 Main Street. Interested bidders are encouraged to attend to ask questions. These meetings are not mandatory.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/10/2013

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

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

PRODUCER Darlings Agency LLC 96 Parkway South Unit 1 Brewer ME 04412	CONTACT NAME: Laurel Wentworth-Roach, CIC PHONE (AC No. Ext): (207) 992-1720 FAX (AC No.): (207) 941-1241 E-MAIL ADDRESS: LaurelWentworth@darlings.com
INSURED SCOTT CASEY CASEY LAWN SERVICE 14 LEMON ST VEAZIE ME 04401-7020	INSURER(S) AFFORDING COVERAGE INSURER A: Maine Mutual Group NAIC # 15997 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGESCERTIFICATE NUMBER: **CL1241701865**

REVISION NUMBER:

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

INSUR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		BC 0120390	2/3/2012	2/3/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDERTown of Vezie
1084 Main St
Vezie, ME 04401**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

D Belanger, ACSR, CPI



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/10/2013

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PRODUCER Darlings Agency LLC 96 Parkway South Unit 1 Brewer ME 04412		CONTACT NAME: Laurel Wentworth-Roach, CIC PHONE (AC No. Ext): (207) 992-1720 FAX (AC No.): (207) 941-1241 E-MAIL ADDRESS: LaurelWentworth@darlings.com	
INSURED SCOTT CASEY CASEY LAWN SERVICE 14 LEMON ST VEAZIE ME 04401-7020		INSURER(S) AFFORDING COVERAGE INSURER A: Maine Mutual Group NAIC # 15997 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL1311002189

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		SC 0120390	2/3/2013	2/3/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDERTown of Vezie
1084 Main St
Vezie, ME 04401**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

D Belanger, ACSR, CPI



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/10/2013

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PRODUCER RICHARD HOGAN INS AGY INC
792 STILLWATER AVE
BANGOR ME 04401

CONTACT NAME: DARRELL HARDY

PHONE (A/C No. Ext): 2079474579

FAX (A/C No.): 2079474605

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: State Farm Mutual Automobile Insurance Company

25178

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED SCOTT & GRETCHEN CASEY
14 LEMON ST
VEAZIE ME 04401

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	YTD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY	Y		054 6773-B11-19A 054 6773-B11-19A	08/11/2012 02/11/2013	02/11/2013 08/11/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
	<input type="checkbox"/> ANY AUTO						
	<input type="checkbox"/> ALL OWNED AUTOS						
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						
	<input type="checkbox"/> HIRED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						
	EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

LAWN AND YARD MAINTENANCE/VARIOUS LOCATIONS IN THE TOWN OF VEAZIE MAINE

CERTIFICATE HOLDER

CANCELLATION

TOWN OF VEAZIE
1084 MAIN ST
VEAZIE MAINE 04401

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

AUTHORIZED REPRESENTATIVE

Darrell Hardy

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WBRC
ARCHITECTS • ENGINEERS
LETTER OF AGREEMENT

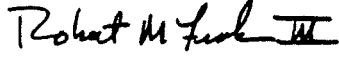
ITEM # 9

1. **Client:** Town of Veazie
Address: 1084 Main Street
Veazie, Maine 04401
(207) 941-2781
Contact: Mark Leonard
2. **Project:** Veazie Community Center - Phasing Plan
3. **Scope of Services:** Provide first and second floor construction phasing plans up to six phases for presentation purposes.
4. **Fee:**
☐ Lump Sum of \$ _____,
☐ Percent of anticipated Construction Cost:
☒ Hourly billing rate as per attached schedule (Exhibit A), plus reimbursables. WBRC reserves the right to revise billing rates upon 15-calendar days written notice to the client.

Reimbursable Expenses: 1.15 times direct cost
☒ Printing
☐ Subconsultants
☐ Approval / Permit Fees
☒ Travel
☒ Postage, Handling and Delivery
☐ Other
5. **Retainer:** N/A
6. **Additional Services:**
 1. A Time/Material/Expense (T/M/E) estimate, if provided, is a good faith estimate for informational purposes only, and under no circumstances shall WBRC be limited in the amount of which it is entitled to be compensated by any such estimate. In any and all instances in which a T/M/E estimate is given, the Client acknowledges that the actual fee and amount of reimbursable expenses may be more or less based upon the actual time, materials, and expenses incurred in accordance with the Schedule of Fees.
 2. In the event that the scope of work increases, Client agrees to additional fees based on the increased responsibility assumed, time expended and liability incurred.
 3. Additional services shall be provided as specifically requested and authorized in writing. Fees shall be based on T/M/E.
7. **Billing and Payment:** WBRC will submit invoices to the client on a monthly basis. Invoices shall be due and payable within 30 calendar days of the invoice date. If the client objects to all or any portion of an invoice, the client shall notify WBRC within 14 calendar days of the invoice date, identify the cause of disagreement and pay when due that portion of the invoice not in dispute. Failure to pay invoices when due may result in suspension of work until such time as all overdue payments are made in full. All outstanding invoiced balances (except any portion in dispute and resolved in favor of the client) remaining unpaid for 30 days after invoice date shall be assessed an additional charge of 1% per month.
8. **Overtime:** Hours worked in excess of 40 in one week will be billed at one and one-half times regular rate.

www.wbrcae.com

9. **Termination:** This agreement may be terminated by either party upon 15-calendar days written notice. In the event of termination, WBRC shall be paid for services performed and expenses incurred up to the termination date, plus any expenses resulting from the termination.
10. **Assignment:** Neither the client nor WBRC shall assign its duties or obligations of this agreement without the prior written consent of the other party.
11. **Standard of Practice:** WBRC will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty or guarantee, expressed or implied, is included or intended by this agreement. If requested, WBRC will assist the client in applying for permits and approvals, but WBRC fees will not be contingent upon securing necessary permits and/or approvals.
12. **Limitation of Liability:** The Owner and the Design Professional have discussed the risks, rewards, and benefits of the project and the Design Professional's total fee for services. Risks have been allocated such that the Owner agrees that, to the fullest extent permitted by law, the Design Professional's total liability to the Owner for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes shall not exceed the total amount of the A/E Fee. Such causes include but are not limited to the Design Professional's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.
13. **Clients Authorization to Proceed:** I hereby authorize WBRC to proceed with the services described above, and I guarantee payment of all fees and expenses due in accordance with the terms described above.

DATE	CLIENT'S NAME AUTHORIZED SIGNATURE PRINTED NAME/TITLE
DATE <i>January 2, 2013</i>	WBRC ARCHITECTS-ENGINEERS AUTHORIZED SIGNATURE  PRINTED NAME/TITLE Robert M. Frank III, P.E., LEED AP Principal, Maine Licensed Professional Engineer

NOTE: Please review, sign and return this agreement as soon as possible. WBRC reserves the right to withdraw from this agreement if it is not returned with an authorizing signature within 30 days.

EXHIBIT A FEE SCHEDULE

January 2013

Billing Rates & Reimbursables

<u>Classification</u>	<u>Rate/Hour</u>
Principal	\$175.00
Region Manager	\$175.00
Studio or Department Manager II	\$175.00
Studio Manager I	\$160.00
Department Manager I	\$140.00
Senior Project Manager	\$140.00
Project Manager	\$130.00
Senior Architect, Engineer, or Landscape Architect	\$140.00
Architect, Engineer, or Landscape Architect II	\$130.00
Architect, Engineer, or Landscape Architect I	\$120.00
Senior Architectural, Engineering, Landscape Designer	\$130.00
Architectural, Engineering, or Landscape Designer II	\$115.00
Architectural, Engineering, or Landscape Designer I	\$100.00
Architectural, Engineering or Landscape Intern II	\$100.00
Architectural, Engineering or Landscape Intern I	\$ 80.00
Certified Senior Interior Designer	\$130.00
Certified Interior Designer II	\$120.00
Certified Interior Designer I or Senior Interior Designer	\$100.00
Interior Designer Intern II	\$ 75.00
Interior Designer Intern I	\$ 55.00
Senior CAD/BIM Specialist	\$ 85.00
CAD/BIM Technician II	\$ 75.00
CAD/BIM Technician I	\$ 55.00
CAD/BIM Intern	\$ 55.00
Project Representative	\$ 90.00
Senior Clerical	\$ 85.00
Clerical	\$ 55.00
<u>Reimbursables</u>	
Travel by Auto	\$0.44/Mile
Sub Consultants	1.15 x Direct Cost
Drawing Reproduction	1.15 x Direct Cost
Photocopies	1.15 x Direct Cost

Note:

1. Invoices are payable on presentation and become past due after 30 days. Interest charges at 1% per month may be added to past due invoices.
2. The above rates are for a 40-hour week. Authorized overtime may be billed at time and one-half times regular rate.
3. WBRC reserves the right to revise billing rates upon 15-calendar day's written notice to the client.

www.wbrcae.com

AIA Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Second day of January in the year Two Thousand Thirteen
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Town of Veazie
1084 Main Street
Veazie, Maine 04401
Authorized Agent: Mark Leonard

and the Architect:
(Name, legal status, address and other information)

WBRC Architects Engineers
44 Central Street
Bangor, Maine 04401

for the following Project:
(Name, location and detailed description)

Veazie Community Center
Olive Street
Veazie, Maine 04401

The Owner and Architect agree as follows.

This document has important
legal consequences. Consultation
with an attorney
is encouraged with respect to
its completion or modification.

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

Civil, Structural, Architectural, Plumbing, Mechanical, and Electrical Design services for a renovation to the existing Veazie Community Center per attached Exhibit B - Preliminary Program, Exhibit C - 1st First Floor Plan Option #3, Exhibit D - Second Floor Plan Option #3, Exhibit E - Render #1 dated 12/16/10 & Exhibit F - Render #2 dated 12/16/10

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

Not applicable

- .2 Substantial Completion date:

Not applicable

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

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ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

\$1,000,000 Ea. Occurrence
\$2,000,000 Aggregate

.2 Automobile Liability

\$1,000,000 Combined Single Limit

.3 Workers' Compensation

\$1,000,000 Ea. Occurrence

.4 Professional Liability

\$2,000,000 Ea. Claim
\$2,000,000 Aggregate

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once

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approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if ~~necessary~~, necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and ~~aesthetics~~, aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe

the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents ~~documents~~ to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

~~§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES~~

~~§ 3.5.1 GENERAL~~

~~The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.~~

~~§ 3.5.2 COMPETITIVE BIDDING~~

~~§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.~~

~~§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by~~

- ~~1. procuring the reproduction of Bidding Documents for distribution to prospective bidders;~~
- ~~2. distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;~~
- ~~3. organizing and conducting a pre-bid conference for prospective bidders;~~
- ~~4. preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and~~
- ~~5. organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.~~

§ 3.5.2.2 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- 1—procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- 2—organizing and participating in selection interviews with prospective contractors; and
- 3—participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™ 2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201 2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

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§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	Architect	Provided under separate contract
§ 4.1.2 Multiple preliminary designs	Architect	Provided under separate contract

§ 4.1.3	Measured drawings	Architect	Part of base contract
§ 4.1.4	Existing facilities surveys	Not provided	
§ 4.1.5	Site Evaluation and Planning (B203™-2007)	Not provided	
§ 4.1.6	Building information modeling	Not provided	
§ 4.1.7	Civil engineering	Architect	Part of base contract
§ 4.1.8	Landscape design	Not provided	
§ 4.1.9	Architectural Interior Design (B252™-2007)	Architect	See 4.2.a
§ 4.1.10	Value Analysis (B204™-2007)	Not provided	
§ 4.1.11	Detailed cost estimating	Not provided	
§ 4.1.12	On-site project representation	Not provided	
§ 4.1.13	Conformed construction documents	Not provided	
§ 4.1.14	As-Designed Record drawings	Not provided	
§ 4.1.15	As-Constructed Record drawings	Not provided	
§ 4.1.16	Post occupancy evaluation	Not provided	
§ 4.1.17	Facility Support Services (B210™-2007)	Not provided	
§ 4.1.18	Tenant-related services	Not provided	
§ 4.1.19	Coordination of Owner's consultants	Architect	As related to design
§ 4.1.20	Telecommunications/data design	Not provided	
§ 4.1.21	Security Evaluation and Planning (B206™-2007)	Not provided	
§ 4.1.22	Commissioning (B211™-2007)	Not provided	
§ 4.1.23	Extensive environmentally responsible design	Not provided	
§ 4.1.24	LEED® Certification (B214™-2007)	Not provided	
§ 4.1.25	Fast-track design services	Not provided	
§ 4.1.26	Historic Preservation (B205™-2007)	Not provided	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)	Not provided	
§ 4.1.28	Special Inspections, as per IBC Chapter 17	Owner	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

4.2.a Interior Design service is limited to selection of floor/wall/ceiling finishes, sacework and decorative trims and railings

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of these services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

1. Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
2. Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
3. Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
4. Evaluating an extensive number of Claims as the Initial Decision Maker;
5. Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
6. To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

1. () reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
2. () visits to the site by the Architect over the duration of the Project during construction
3. () inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
4. () inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within six (6) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

~~§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.~~

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§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

~~§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.~~

~~§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.~~

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of

all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other (Specify)

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

Init.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

Init.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Seventy-Nine Thousand Five-Hundred Forty One dollars and 00/100 (\$79,541.00) For basic design services plus estimated reimbursable expenses of \$1,000.00

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Additional services shall be provided as specifically requested and authorized in writing for those services designated as "By Architect". Fees shall be based on Time/Material/Expense (T/M/E) in accordance with attached "Fee Schedule", Exhibit A

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

to be determined

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (~~15~~ 15%), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	<u>\$15,908.00</u>	percent (<u>20</u>	%)
Design Development Phase	<u>\$26,514.00</u>	percent (<u>33</u>	%)
Construction Documents Phase	<u>\$37,119.00</u>	percent (<u>47</u>	%)
Bidding or Negotiation Phase		percent (%)
Construction Phase		percent (%)

Total Basic Compensation	one hundred	percent (100	%)
Compensation \$79,540.00				

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

Refer to attached Fee Schedule, Exhibit A

Employee or Category	Rate
----------------------	------

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (~~—~~%) fifteen (15) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

Init.

% ~~12%~~ per annum

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 ~~AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:~~
- .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit A: Fee Schedule

Exhibit B: Preliminary Program

Exhibit C: 1st First Floor Plan Option #3

Exhibit D: Second Floor Plan Option #3

Exhibit E: Render #1 dated 12/16/10

Exhibit F: Render #2 dated 12/16/10

This Agreement entered into as of the day and year first written above.

OWNER

(Signature)

Mark Leonard, Town Manager/Chief of Police

(Printed name and title)

ARCHITECT

(Signature)

Robert M. Frank III, P.E., Principal

(Printed name and title)

Init.

WBRC

ARCHITECTS • ENGINEERS

EXHIBIT A FEE SCHEDULE

January 2012

Billing Rates & Reimbursables

<u>Classification</u>	<u>Rate/Hour</u>
Principal	\$175.00
Region Manager	\$175.00
Studio or Department Manager II	\$175.00
Studio Manager I	\$160.00
Department Manager I	\$140.00
Senior Project Manager	\$140.00
Project Manager	\$130.00
Senior Architect, Engineer, or Landscape Architect	\$140.00
Architect, Engineer, or Landscape Architect II	\$130.00
Architect, Engineer, or Landscape Architect I	\$120.00
Senior Architectural, Engineering, Landscape Designer	\$130.00
Architectural, Engineering, or Landscape Designer II	\$115.00
Architectural, Engineering, or Landscape Designer I	\$100.00
Architectural, Engineering or Landscape Intern II	\$100.00
Architectural, Engineering or Landscape Intern I	\$ 80.00
Certified Senior Interior Designer	\$130.00
Certified Interior Designer II	\$120.00
Certified Interior Designer I or Senior Interior Designer	\$100.00
Interior Designer Intern II	\$ 75.00
Interior Designer Intern I	\$ 55.00
Senior CAD/BIM Specialist	\$ 85.00
CAD/BIM Technician II	\$ 75.00
CAD/BIM Technician I	\$ 55.00
CAD/BIM Intern	\$ 55.00
Project Representative	\$ 90.00
Senior Clerical	\$ 85.00
Clerical	\$ 55.00
<u>Reimbursables</u>	\$0.555/Mile
Travel by Auto	1.15 x Direct Cost
Sub Consultants	1.15 x Direct Cost
Drawing Reproduction	1.15 x Direct Cost
Photocopies	

Note:

1. Invoices are payable on presentation and become past due after 30 days. Interest charges at 1% per month may be added to past due invoices.
2. The above rates are for a 40-hour week. Authorized overtime may be billed at time and one-half times regular rate.
3. WBRC reserves the right to revise billing rates upon 15-calendar day's written notice to the client.

www.wbrcae.com

11 Central Street
Bangor, Maine 04401-5116
207-947-4511 voice 207-947-4628 fax

141 Probie Street
Portland, Maine 04101
207-828-4511 voice 207-828-4515 fax

3130 Lakewood Mann Street Suite 210
Lakewood Ranch, Florida 34202
941-336-0757 voice 941-356-0759 fax
FL COUNCIL #0001095 X 27000

3636.00 Veazie Community Center

EXHIBIT B Concept Design

Preliminary Program for New Spaces

Identified Spaces		Persons	Area (SF)	Remarks
Public Lobby				
1	Entry Vestibule	0	83	3d and 2d Display Area, Tack Boards
2	Lobby/Gallery	0	500	
	Public Lobby Sub-Total	0	583	
Meeting Spaces				
1	Meeting Room	24	354	
2	Storage	0	42	
3	Small Meeting Room	21	312	
4	Storage	0	20	
	Meeting Spaces Sub-Total	44	728	
Conference Spaces				
1	Conference Room A	28	418	
2	Storage	0	21	
3	Conference Room B	27	404	
4	Storage	0	36	
	Conference Spaces Sub-Total	55	879	
Studio Space				
1	Studio	120	1,804	
	Studio Space Sub-Total	120	1,804	
Studio Support				
1	Office	1	108	
2	Women's Changing Room	14	211	
3	Men's Changing Room	14	211	
4	Storage	0	57	
5	Closet	0	22	
	Studio Support Sub-Total	29	609	
Dedicated Support Spaces				
1	Women's Toilet - 1st floor	0	76	
2	Men's Toilet - 1st floor	0	76	
3	Women's Toilet - 2nd floor	0	274	
4	Men's Toilet - 2nd floor	0	76	
5	Kitchen	2	207	
6	Janitor Closet - 1st Floor	0	20	
7	Janitor Closet - 2nd Floor	0	17	
8	Mechanical Room	0	256	
	Dedicated Support Sub-Total	2	1,002	

EXHIBIT B

Concept Design

3636.00 Veazie Community Center

Net Assignable Area		5,605
Non-Assignable (Circulation, Structure, etc.)		1,453
Grand Total	251	7,058

Totals Summary			
1	Public Lobby Sub-Total	583	8%
2	Meeting Spaces Sub-Total	728	10%
3	Conference Spaces Sub-Total	879	12%
4	Studio Space Sub-Total	1,804	26%
5	Studio Support Sub-Total	609	9%
6	Dedicated Support Sub-Total	1,002	14%

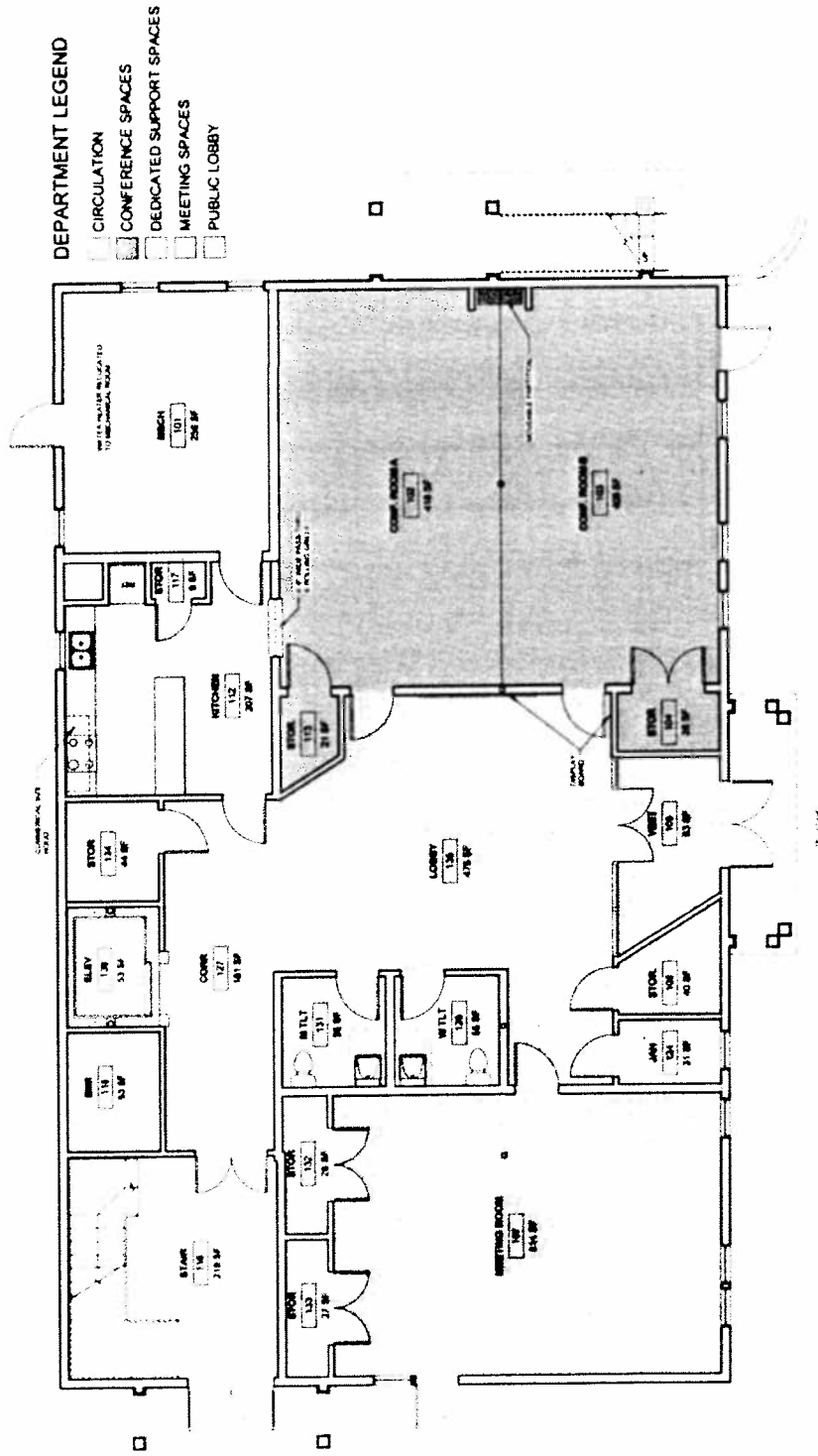
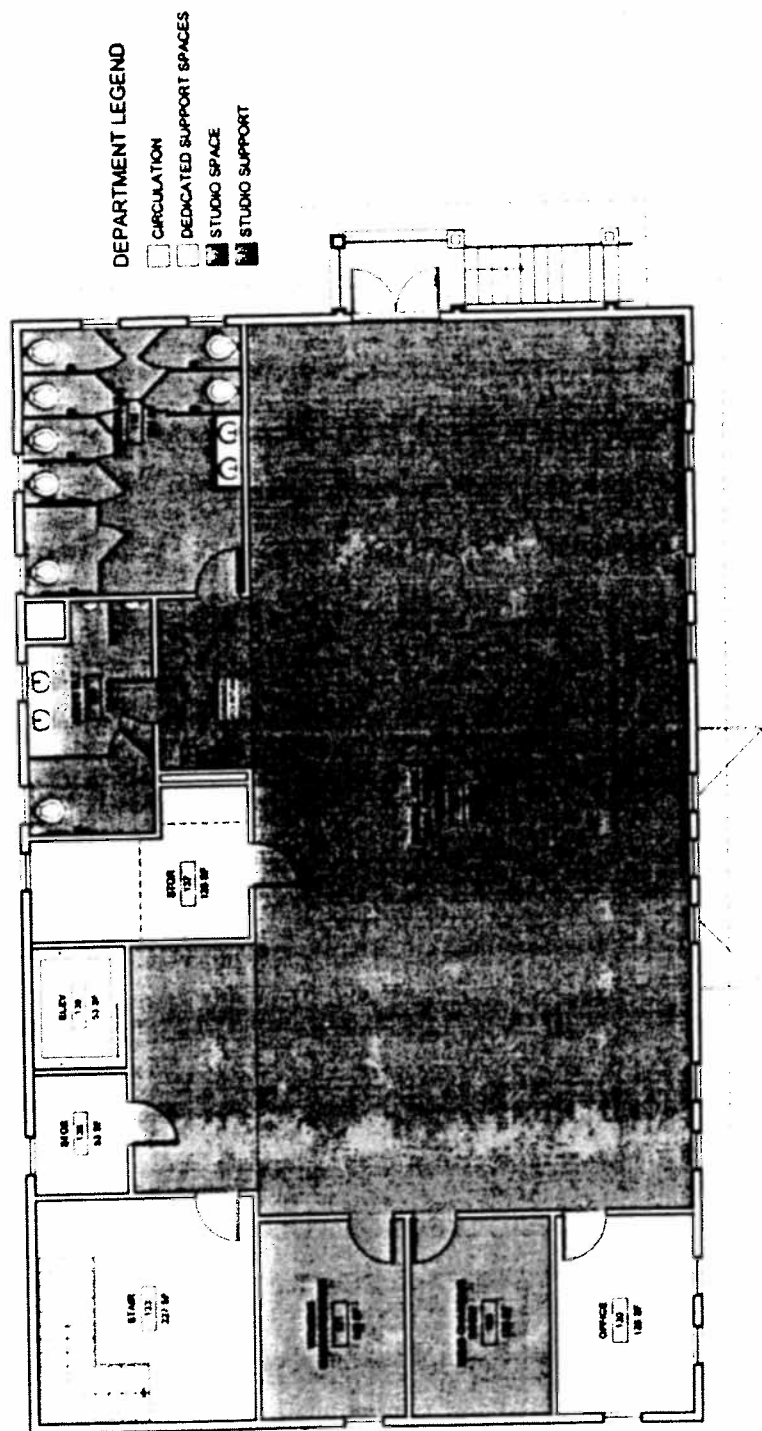


EXHIBIT D



2nd Floor Plan - Option 3

Veazie Community Building Fundraising

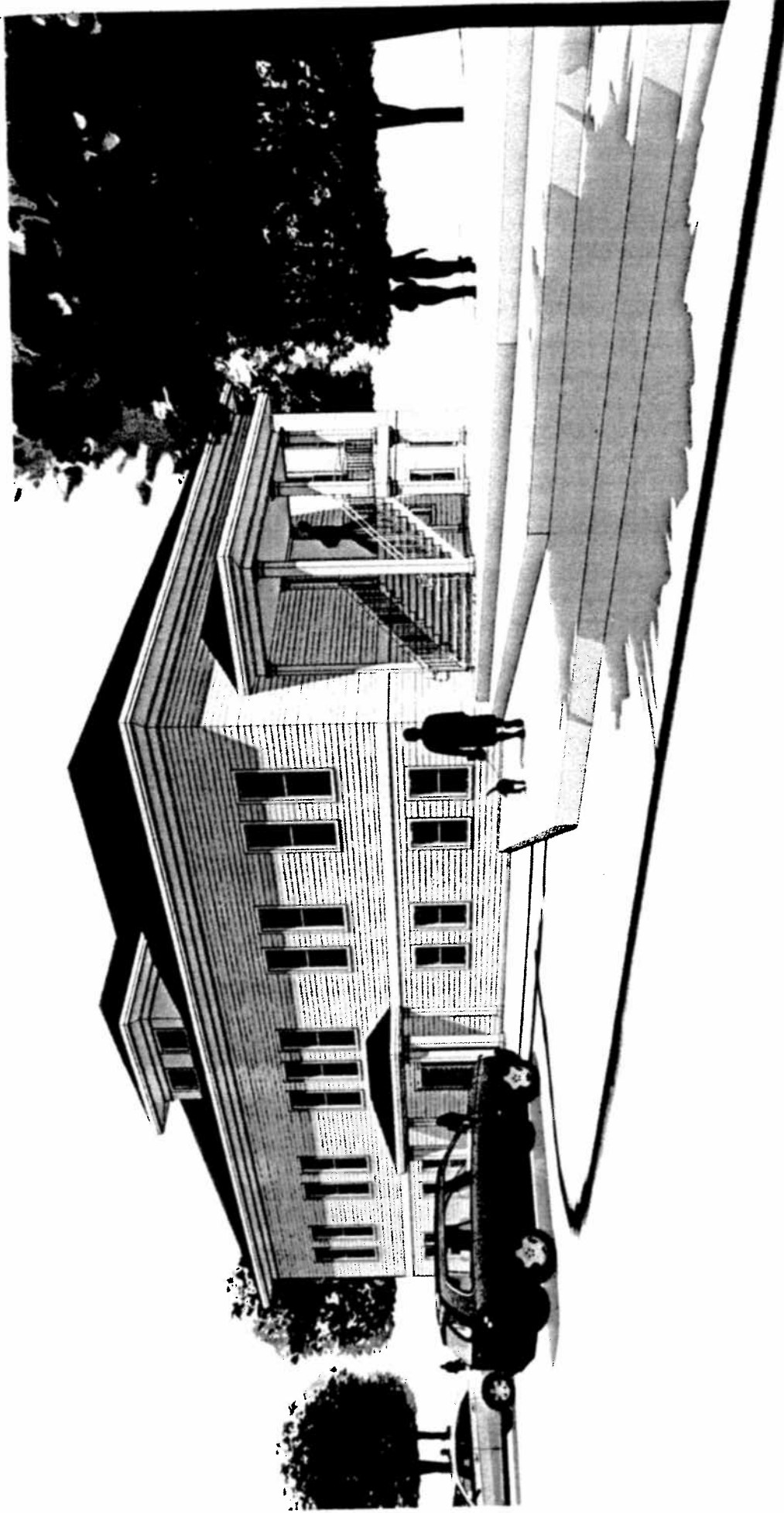
Veazie, Maine

November 7 2011

WBRC

Architects • Engineers
Bangor Portland Sarasota

EXHIBIT E



Rendering #1

Veazie Community Building Fundraising

Veazie, Maine

WBRC
Architects • Engineers
Bangor Portland Sarasota

December 16, 2010

EXHIBIT F



Rendering #2

Veazie Community Building Fundraising

Veazie, Maine



WBRC
Architects • Engineers
Bangor Portland Sarasota

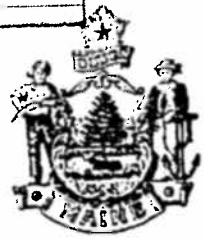
December 15, 2010

Transmittal**ID:** 00007**Date Sent:** 1/24/2013**Project:** 363600 Veazie Community Building Fundraising**Number:** 03636.00**To:** Mark Leonard
Town of Veazie
1084 Main Street
Veazie, ME 04401
(207) 941-2781 (Phone)
(207) 942-1654 (Fax)**From:** Donna Allen
WBRC Architects/Engineers
44 Central Street
Bangor, ME 04401
207.947.4511 ext. 227 (Phone)
207.947.4628 (Fax)**Subject:** Revised B101 Agreement & Letter of Agreement**Via:** Email**Purpose:** For your use**Remarks:** Mark: Find attached the revised Part 3-Phasing Plan and SD-CD Agreements.
Please review, sign, and return one copy of each for our files. If you have
questions, please call. Thank you**CC:** Mat Ward(WBRC Architects/Engineers)
Robert Frank(WBRC Architects/Engineers)**Description of Contents**

Quantity	Title	Number	Date	Scale	Size	Revision
1	Veazie Community Center-Part 3-Phasing Plan		1/24/2013			
1	363630-Veazie-Community-Center-SD-thru-CD-B101-2007-OwnerArchitectAgreement - Final		1/24/2013			

**MAINE DEPT OF
PUBLIC SAFETY**

STATE OF MAINE
Liquor Licensing & Inspection Division
164 State House Station
Augusta ME 04333-0164
Tel: (207) 624-7220 Fax: (207) 287-3424



**APPLICATION FOR SPECIAL PERMIT FOR CATERING PRIVILEGES
OFF PREMISES \$10.00 (per day)**

Check Payable: Treasurer State of Maine

License No.: 9234 Name of Licensee: Sea Dog Brewing Co.
Mailing Address: 26 Front St.
Town/ City: Bangor State: ME. Zip Code: 04401
Telephone: 947-8004 Fax: 947-8720
Title and Purpose of Event: Univ. of Maine Womens Basketball Social
Location of Event: Veazie Maine
Physical Address: 21 Black Bear Drive
Town/City: Veazie State: ME. Zip Code: 04401
☒ Indoor Event ☐ Outside Event (IF OUTSIDE AREA, DIAGRAM MUST BE INCLUDED)
Describe specific indoor and/or outdoor area to be licensed: Private Residence

Date of Event: 2.2.2013 Time - From: 6pm To: 8pm
Number of Persons Attending: 50
Name of Sponsor: University of Maine Womens BBall
Address: _____ Town/City: _____
State: _____ Zip Code: _____ Telephone Number: _____

Jeffrey V. Brown
Signature of Licensee or Corporate Officer

1.11.13

Date

JEFFREY V. BROWN
Print Name of Licensee or Corporate Officer

FOR USE ONLY BY DEPT. OF PUBLIC SAFETY - LIQUOR LICENSING

RESTRICTIONS:

[] APPROVED - PERMIT # _____ DATED: _____

[] NOT APPROVED ISSUED BY: _____

This Off Premise Catering Permit is not assignable and is valid for use only by the Licensee named hereon for the date, time, and location indicated hereon. This permit is issued subject to the Laws, Rules and Regulations of the Division and is issued subject to the penalties as provided for in Title 28A, Chapter 33.

NOTE: TO MUNICIPAL OFFICERS & COUNTY COMMISSIONERS

This application must be approved by the Municipal Officers of the municipality in which the function is to be held or, if held in an unincorporated place, by the County Commissioner. Title 28A, Section 1076, Subsection 7D grant authority for this approval without public notice.

Dated at: _____, Maine _____ ss
City/Town (County)

On: _____
Date

The undersigned being: ☐ Municipal Offices ☐ County Commissioners of the
☐ City ☐ Town ☐ Plantation ☐ Unincorporated Place of: _____, Maine

Hereby certify that we have given public notice on this application and held public hearing thereon as required by Section 653 Title 28A, Maine Revised Statutes and hereby approve said application.

Signature	Print

***72 Hours in Advance of Said Event or Gathering
REQUESTED***

SEA DOG BREWING COMPANY OFF PREMISE BAR FUNCTION SHEET

DAY: Saturday DATE: February 2, 2013
 CONTACT PERSON(S): Mike Hodgson ORGANIZATION: Maine Women's Basketball
 PHONE (W): _____ PHONE (H): _____ FAX: _____ E-MAIL: _____
 ADDRESS: _____

SET-UP TIME: _____ START TIME: 6:00pm END TIME: 9:00pm
 NUMBER OF PERSONS (ANTICIPATED): 50 +/- NUMBER OF PERSONS GUARANTEED: _____

SET UP TIME? anytime, call Barb
 ELECTRICITY AVAILABLE? yes
 PLASTIC CUPS OR GLASS Glass please
 QUOTE FOR GLASS: \$ _____
 TABLES PROVIDED? _____
 ADD'T RENTAL ITEMS/COST? _____

SITE VISIT SCHEDULED FOR: _____
 NOTES: @ private property
Barb & Bill Dalton
21 Black Bear Drive
Veazie, ME 04401
→ 207-356-5647 Cell - Barb

# PEOPLE	DESCRIPTION	PRICE PER
BEER & WINE BAR		
50	SEA DOG DRAFT #1:	Booked 1/8/2013 - Need off premise licence
	SEA DOG DRAFT #2:	
	BUD LIGHT BOTTLES	
	INGENOOK CHARDONNAY, INGENOOK WHITE ZINFANDEL, INGENOOK CABERNET	
	ASSORTED SODAS & BOTTLED WATERS	
BASIC WELL BAR		
	SEA DOG DRAFT #1:	
	SEA DOG DRAFT #2:	
	BUD LIGHT BOTTLES	
	INGENOOK CHARDONNAY, INGENOOK WHITE ZINFANDEL, INGENOOK CABERNET	
	WELL BRANDS OF VODKA, RUM, TEQUILA, GIN, WHISKEY, SCOTCH, KAHLUA, ALLEN'S COFFEE BRANDY.	
	SODAS, BOTTLED WATERS & MIXERS	
DELUXE BAR		
	SEA DOG DRAFT #1:	
	SEA DOG DRAFT #2:	
	BUD LIGHT BOTTLES	
	INGENOOK CHARDONNAY, INGENOOK WHITE ZINFANDEL, INGENOOK CABERNET	
	ABSOLUT VODKA, BACARDI RUM, CAPTAIN MORGAN SPICED RUM, MALIBU COCONUT RUM, JOSE CUERVO TEQUILLA, TANQUERAY GIN, JACK DANIELS BOURBON, CANADIAN CLUB WHISKEY, DEWARS SCOTCH, KAHLUA LIQUEUR, ALLEN'S COFFEE BRANDY, DISARONNO AMARETTO, DEKUYERS PEACH SCHNAPPS, CHAMBORD RASPBERRY LIQUEUR, MIDORI MELON LIQUEUR, BAILEY'S IRISH CREAM	
	ADD'L REQUESTED LIQOR #1	
	ADD'L REQUESTED LIQOR #2	
	ADD'L REQUESTED LIQOR #3	
	ADD'L REQUESTED LIQOR #4	
	SODAS, BOTTLED WATERS & MIXERS	

\$ 250.00

ITEM # 11

Printed by: Veazie Clerk

Title: Agenda items for 1/28 Town Council meeting : VirtualTownHall

Friday, January 18, 2013 12:27:32 PM

Page 1 of 1



Message

Fri, Jan 18, 2013 9:55 AM

From: <jaraquet@roadrunner.com>
To: **Veazie Clerk**
Cc: Susan MacKay <smackay@cerahelix.com> babylover@gmail.com
 'Travis Noyes' <tnoyes@riversidersu.org> cdalton410@myfairpoint.net
Subject: Agenda items for 1/28 Town Council meeting

Attachments: Veazie_School_Engagement_Ltr[1].pdf / Uploaded File

176K

Good morning, Julie:

I would like to add to the agenda a request by the interim Veazie School Committee that the Town Council allocate \$10,000 of the money remaining in the Veazie Withdrawal Committee account to the School Committee to use for legal fees during the remainder of the fiscal year. I attach a retention letter for the Council's consideration.

Thank you,

Janine Raquet
Chair

BRANN & ISAACSON
ATTORNEYS AND COUNSELORS AT LAW

GEORGE S. ISAACSON
MARTIN I. EISENSTEIN
MARTHA E. GREENE
DAVID W. BERTONI
PETER D. LOWE
BENJAMIN W. LUND
DANIEL C. STOCKFORD
PETER J. BRANN
KEVIN R. HALEY
DANIEL A. NUZZI

MATTHEW P. SCHAEFER
DAVID SWETNAM-BURLAND
STACY O. STITHAM
LYNN B. GELINAS
BARBARA J. SLOTE
KENLEIGH A. NICOLETTA
ANNE M. TORREGROSSA
NATHANIEL A. BESSEY
MICHAEL S. MALLOY
IRVING ISAACSON (of counsel)

184 MAIN STREET
P.O. BOX 3070
LEWISTON, MAINE 04243-3070
(207) 786-3566
TELECOPIER (207) 783-9325
WEB PAGE: <http://www.brannlaw.com>

Portland Conference Office
148 MIDDLE STREET
SUITE 502
PORTLAND, MAINE
LOUIS J. BRANN 1948
PETER A. ISAACSON 1980

January 18, 2013

Town of Veazie
Attn: Janine Raquet
1084 Main Street
Veazie, Maine 04401

RE: *Engagement Letter*

Dear Janine:

We appreciate the opportunity for our firm to act as counsel to the Town of Veazie School Committee.

It is our firm's practice that each new client enters into a letter agreement with the firm that acknowledges our billing practices. This letter describes the basis on which our firm provides legal services to clients.

Our charges for services are generally based upon the time spent by our attorneys or paralegals, at hourly rates which vary for each attorney and paralegal based upon experience and years of practice. My present hourly rate is \$220, associate attorneys' hourly rates for matters of this nature currently range from \$160 to \$180, and hourly rates for paralegals are currently \$80. Our rates are adjusted periodically, and we will bill you at the rates in effect at the time services are provided. We will use the services of associates and paralegals, where, in our discretion, we determine it is in your best interest. For time spent traveling, we charge at half the lawyer's hourly rate.

In addition to our fees for professional services rendered, our billing invoices will include costs incurred during the course of our representation for such items as facsimiles, telephone calls, document reproduction, postage, travel expenses, filing fees, overnight and courier delivery services, computer data base research charges, and other significant out-of-pocket costs.

We will send you statements monthly; payment in full of the balance is due upon receipt. We impose late charges of one and one-half percent per month on all accounts receivable outstanding over 30 days. Any estimates provided by us are only an approximation of potential fees and expenses, and absent an express written agreement containing a fixed-fee arrangement, our actual fees will be determined in the manner described above.

BRANN & ISAACSON
ATTORNEYS AND COUNSELORS AT LAW

Town of Veazie School Committee
January 18, 2013
Page 2

We would appreciate it if you would sign and return a copy of this letter. If you have any questions concerning this engagement letter or anything else pertaining to our representation, please let us know. We look forward to working with the School Committee.

Very truly yours,

BRANN & ISAACSON



Daniel C. Stockford

DCS/lh

Acknowledged and Agreed to:

Town of Veazie School Committee

By: _____

Date: _____

Mark Leonard

From: Costa, Veronica <VCosta@eatonpeabody.com>
Sent: Wednesday, January 23, 2013 12:15 PM
To: mleonard@veaziepd.net
Cc: jholden@ci.rockland.me.us
Subject: RE: confirm Veazie
Attachments: Veazie AMD 2 DECD approval (Dec 2012) (01290522).PDF

Chief Leonard, attached please find a copy of the approval letter that was issued by DECD for the Veazie/Casco Bay Energy TIF Amendment. This approval indicates the TIF Amendment is final and the process is complete. If I may be of any further assistance, please do not hesitate to contact me.

Veronica Costa
*Office Services Coordinator/
Administrative Assistant*
77 Sewall St., Suite 3000
Augusta, Maine 04330
P: 207-622-9820
F: 207-622-9732
[Professional Profile](#) | [Website](#)



The above communication is confidential and may be protected by the attorney-client privilege and/or the work product doctrine. If you believe you received this email by mistake, please notify the sender by return email as soon as possible.



Please consider the environment before printing this e-mail

From: John Holden [<mailto:jholden@ci.rockland.me.us>]
Sent: Wednesday, January 23, 2013 10:06 AM
To: Costa, Veronica
Cc: mleonard@veaziepd.net
Subject: confirm Veazie

Veronica;

Mark Leonard, Police Chief and Action Town Manager, Town of Veazie called to confirm that there are no "loose ends" in the Veazie TIF Amendment. This email is to introduce you (EPCG, Mr. Leonard) and to confirm that indeed the Veazie (Casco Bay) Amendment is final and approved. Please confirm by email after reviewing file.

Thanks, jph
207-659-1541

John Holden
Community Development Director
City of Rockland, Maine
207-594-0306



STATE OF MAINE
DEPARTMENT OF ECONOMIC
AND COMMUNITY DEVELOPMENT



PAUL R. LEPAGE
GOVERNOR

GEORGE C. GERVAIS
COMMISSIONER

December 31, 2012

Joseph Hayes
Town Manager
TOWN OF VEAZIE
1084 Main Street
Veazie, Maine 04401

**RE: Casco Bay Energy Company, LLC Municipal Tax Increment Financing (TIF)
District/Program; Second Amendment**

Dear Mr. Hayes,

The Maine Department of Economic and Community Development (Department) has reviewed and **effective today approved** your application to amend above referenced TIF District and Program. Based on application, the Department notes/approves:

- | | |
|---|--|
| <ul style="list-style-type: none"> a. District term of 30 years through March 26, 2028; b. District Original Assessed Value of \$3,210,000 as of March 31, 1997 (April 1, 1996)—acreage 54.8; c. Increased Assessed Value capture of up to 100/50% of real and personal property improvements, respective of previous investment and "Additional Income-Generating Improvement (AIGI);" d. TIF revenues to be deposited/held in dedicated accounts and applied ONLY toward approved activities/projects, <ul style="list-style-type: none"> i) Project Cost Accounts to reimburse Casco | <ul style="list-style-type: none"> Bay Energy Company, LLC (Company) AND/OR fund public facilities/improvements/programs, ii) Sinking Fund Account to retire public debt within 20 years (March 26, 2018). PLEASE NOTE deadline for completion of associated improvements was March 26, 2003; e. Company reimbursement is limited to incremental taxes from new actual value and projected at \$43,023,923 total inclusive of actual to date, OR up to 93% or more from previous investment to maintain net annual Company tax payment at \$1,800,000 plus 80% of AIGI annually during District term; |
|---|--|

Per original designation and First Amendment approvals, Department restates:

- | | |
|--|---|
| <ul style="list-style-type: none"> f. TOWN MUST FORWARD COPY of any Credit Enhancement Agreement linked to this District Immediately following execution—with corresponding/updated <u>Application Cover Sheet</u> including detailed private project description and <u>Employment Goals Form</u>; g. Non-captured incremental property values triggering General Fund revenue/deposits MUST | <ul style="list-style-type: none"> be included/reported with Town equalized assessed value; h. Any future amendment MUST comply with 30-A M.R.S. §§ 5221-5235 and Department rules; i. Department MUST be <u>notified in writing</u> when District expires or is terminated. |
|--|---|

Based on amendment application, Department approves public activities/projects/costs listed below. This approval is COMPREHENSIVE and supersedes previous Department approvals. As before, related funding MUST also comply with established Town appropriation process—with activities/projects COMPLETE at end of District term (March 26, 2028):

WITHIN DISTRICT

- j. 50% Fire Station equipment including trucks, safety equipment \$200,000;
- k. 50% public works equipment including trucks, back hoe, plows \$200,000;
- l. Professional service costs \$50,000;
- m. Natural gas line* extension \$1,000,000;
- n. Administration \$25,000;
- o. Veazie Community Center capital costs (commercial purpose) \$850,000;
- p. District-related organization \$25,000;

OUTSIDE DISTRICT

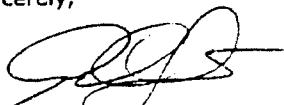
- q. Capital costs including environmental protection devices, storm/sanitary/water/electric/sewer lines*, fire station improvements, street amenities \$200,000;
- r. Public safety improvements including fire/emergency response equipment acquisition/replacement exclusive of Police \$100,000;

THROUGHOUT MUNICIPALITY

- s. Economic development programs/events, marketing \$100,000;
- t. Training fund for residents not exceeding 20% of total public projects/costs \$100,000;
- u. Grant matching \$75,000;
- v. Recreational trails \$75,000.

MAINE IS OPEN FOR BUSINESS. Please contact Tax Increment Program Director Laura Santini-Smith with questions regarding this approval letter or Department review. With this certification, Department also extends an open ended offer of assistance and best wishes for the ongoing success of your District.

Sincerely,



George C. Gervais
Commissioner

cc: John Holden, Eaton Peabody; David Ledew, MRS Director Property Tax Division

*Exclusive of residential zone distribution lines



Rob St. Louis
Chief

ORONO FIRE DEPARTMENT
TOWN OF ORONO

63 MAIN STREET
ORONO, MAINE 04473

Fire
Tel. 866-4000
Fax: 866-5056

December 28, 2012

Chief Mark Leonard

Veazie Police Department
1084 Main Street
Veazie, ME 04401

RE: HILLSIDE AVENUE INCIDENT – ORONO, ME

Dear Chief Leonard,

Thank you for your department's response, provided on Sunday December 23rd, to provide assistance at the fire incident on Hillside Avenue in Orono. Your officer's assistance was greatly appreciated throughout a difficult incident.

Sincerely,

Robert St. Louis
Fire Chief – Orono Fire Department

TOWN OF VEAZIE
1084 Main Street, Veazie, ME 04401
Phone: (207) 947-2781 Fax: (207) 942-1654



January 15, 2013

Mr. Steven Moores
Penquis CAP
PO Box 1162
Bangor ME 04402

Dear Mr. Moores,

Enclosed is a check for \$500.00 toward to the Graham School Community Center. It is my understanding, in the past years you have received a check for \$5000.00. Unfortunately the Town staff, or myself, or the Town Council have not found any written contract or agreement in the amount for \$5000.00, but rather we have found a written agreement for \$500.00. Therefore we are honoring the \$500.00 request.

Should you have any concerns or questions please feel free to call me at 207-947-2781.

Sincerely,

Joseph Hayes

cc Ben Birch
cc Town Council



Message

Tue, Nov 13, 2012 11:18 AM

From: Steve Mooers <SMooers@penquis.org>

To: **Joseph Hayes**

Subject: Graham School Community Center

Attachments: Attach0.html / Uploaded File

12K

Good morning Joe,

I am resending the email below that I sent a couple of weeks ago with no response from you. I am inclined to think that even with the technical prowess available to us today, sometimes a message does not make it. If you did get the email and feel compelled not to respond, would you please be kind enough to let me know. I simply want to maintain the cordial and mutual relationship we have enjoyed over the years. Many thanks. Steve

Joe,

I have been struggling on just how to approach my request for continued rental support for the Community Center. I am wondering, before I submit a request, that perhaps you and I could chat about this? I want to do it the appropriate way and in manner that causes no discontent for either of us.

What I am wrestling with falls into several categories:

One, to continue the successful operations of the community center by having the same operational success with the housing project – maintain breakeven.

Two, insure that any contribution made by the Town of Veazie assures that you are “getting their money’s worth” in return.

Three, stay within the legalese demonstrated by the Lease Agreement and sustain the great relationship that has occurred over the last 10 year.

To support the above, may I offer some bits of information regarding value to the Town and dispel any prior notions that we (Penquis) have been less than forthcoming in usage. After my research, I can find no evidence, other than scheduling conflict, that the Town has ever been denied use of the center. The referenced "pie eating contest" was a request made by the neighbors, not the Town. Had the Town made that request, every effort would have been made to accommodate, and done so in a manner that protect the center from damage. The center has been designated by the school system as an "emergency" outlet for students in the event something occurs at school requiring a shutdown or some associated need. Until damage occurred and uninvited youngsters wandering about the building, the bath rooms were always available for those using the adjoining athletic facilities. Naturally, the Veazie Senior Citizens group, when a functioning organization, is still monthly on the calendar.

I did my best to find out whoever stated the kitchen part of the center was off limits. Naturally, it could have been said by a Housing Foundation employee, but I find it unlikely. I hope you know that there is no division of use in the center.

Lastly, and I am sorry for rambling on. The project, without the prior year's \$5,000 request of the Town coming to be will have this year's project in the red by \$7,044 (I will gladly make these financials available). As you can see, even with your help, the project will not break even this year. Measured across the 10 years history, it has broken even. For example, last year had a surplus around \$1,200 – contributing to a breakeven status, historically. I cannot raise rents for two reasons; one it is the intent of both Penquis and the Town to keep the rents affordable, two, rent increases are restricted by funding regulations and are only raised every now and then by a small percentage.

Love to chat.

Steve

Stephen B. Mooers

Director of Housing and Development Services

Penquis Housing, Inc., CEO

262 Harlow Street, PO Box 1162

Bangor, Maine 04402-1162

(Ph) 207-973-3551

(Fx) 207-973-3669

(Mobile) 207-478-0812

smooers@penquis.org

www.penquis.org



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NON-EXCLUSIVE LEASE AGREEMENT

THIS NON-EXCLUSIVE LEASE AGREEMENT (hereinafter referred to as "Lease") is made this 20th day of December 2001, by and between Graham School Senior Housing Associates Limited Partnership, having a mailing address of c/o Penquis Development, Inc., 262 Harlow Street, P.O. Box 1162, Bangor, ME 04402, Maine (the "Partnership") and The Town of Veazie, Maine, (the "Town"), a municipal body corporate and politic and a political subdivision of the State of Maine.

WITNESSETH

In consideration of the rents and covenants to be paid and performed by Town, Partnership does hereby lease to Town and Town does hereby lease and take from Partnership, upon the terms and conditions hereinafter set forth, the Community Space hereinafter described on the terms hereinafter described.

1. Leased Community Space. Certain Community Space located on the first floor in the building situated at Flagg Street in the former Graham School located in Veazie, Maine (such building, as renovated and expanded, referred to as the "Project Building") as more particularly depicted in Exhibit A (the "Community Space"), together with the right to use in common with others, for ingress and egress, any common passage ways, hallways and stairwells in said Community Space and any parking spaces not specifically assigned by the Partnership to residential tenants of the Project Building.

2. Term. The term of this Lease is for twenty (20) years commencing upon the date hereof (the "Commencement Date") and continuing until December 19, 2021 (the "Term"), subject to termination as hereinafter provided. *(initials)*

3. Early Termination. This Lease may be terminated by written notice from the Partnership to the Town prior to the end of the Term if the Town fails to make any of the payments described in a Credit Enhancement Agreement between the Town and the Partnership dated December 20, 2001, a copy of which is attached hereto as Schedule B, or in the event of any default by the Town under the provisions of said Agreement. *(initials)*

4. Base Rent and Additional Rent.

(a) Town agrees to pay to Partnership, as rent, at such place as shall be designated by Partnership, without any prior demand therefor and without any defenses, deductions or set-off whatsoever, the sum of One Dollar (\$1.00) per year, payable in advance on the first day of each year of the Term.

(1) (b) In addition to Base Rent, Town agrees to pay, as Additional Rent, for the period commencing on the date on which the Community Space is first available (the "First Availability Date") and ending on the first anniversary of the First Availability Date.

sum of \$500.00. The Additional Rent for each subsequent year shall be determined as provided below. Additional Rent shall be payable on the First Availability Date and annually thereafter on the anniversary of the First Availability Date.

5. Determining Additional Rent. The Town and the Partnership shall annually re-negotiate and adjust the Additional Rent with the objective of effecting an equitable division of the Community Space's expenses between the Town and others. The expenses which shall be taken into account include electricity, heating expense, maintenance of the Community Space and cleaning of the Community Space. The first such adjustment shall become effective upon the first anniversary of the First Availability Date. In the event that the Town and the Partnership are unable to agree, or do not agree for any reason, on such an adjustment, the prior amount of Additional Rent shall remain in effect pending the setting of the new amount of Additional Rent. In the event that the Town and the Partnership have been engaged in negotiations, and those negotiations fail to produce agreement prior to the date on which any such adjustment would take effect, either the Town or the Partnership may commence arbitration, by written notice to the other, for the purpose of determining such amount under the rules of the American Arbitration Association using a single arbitrator in Bangor, Maine; in any such arbitration, the arbitrator's fee and costs (including any fee to the American Arbitration Association) shall be shared equally between the Town and the Partnership.

6. Use. The Town shall be permitted to use the Community Space, and permit Town groups to use the Community Space, for (1) meetings of Town employees, (2) meetings of the Veazie senior citizen group and (3) other meetings and other functions, excluding public hearings and excluding use as a polling place for election purposes, subject to the prior written consent of the Partnership which consent may be given or withheld by the Partnership in its sole discretion. Any use of the Community Space pursuant to the Town's rights created under this Lease shall be subject to the use of the Community Space by others, and shall be at reasonable times upon reasonable notice to the project manager of the Graham School facility at the address and telephone number to be provided by the Partnership to the Town. The Town and the Partnership acknowledge that the Community Space will be used by others as well as the Town, and that said project manager shall have full control and discretion over the scheduling of the use of the Community Space, provided, however, that the Town will be given priority over conflicting events for regularly scheduled recurring events such as senior citizen meetings.

7. Operation of Community Space. Town shall use and/or operate the Community Space for the purposes described in the foregoing paragraph and for no other purpose. The Partnership will provide a reasonable amount of locker or storage space for the exclusive use of the Town for storage of senior citizen group materials, provided, however, that the Partnership shall have no liability or responsibility for any materials stored therein, the use of such space to be entirely at the risk of the Town or other party using such space.

8. Alterations. Town shall make no alterations to the Community Space without Partnership's prior written consent. Town shall keep the Community Space and the property on which the Community Space are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Town.

At the termination of the Lease, any of the alterations completed by Town shall be the sole and exclusive property of Partnership without any further action. Town shall not be entitled to any payment from Partnership for such alterations.

9. Repairs and Maintenance. The Partnership shall be responsible for all maintenance and repairs to the Community Space and shall keep and maintain the Community Space in good order, condition and repair, ordinary wear and tear excepted, including without limitation, repairs and maintenance to all doors and windows, all heating and air conditioning systems, and all equipment, and shall daily remove all trash and debris from the grounds, and remove snow and ice from walkway and driveway areas abutting the Community Space.

10. Town's Covenants. Town covenants and agrees with Partnership:

(a) To pay when due all rent (including without limitation, Base Rent and Additional Rent) and other amounts due from Town at the times and in the manner provided in this Lease.

(b) To maintain the Community Space including the areas adjacent to the Community Space, clean and neat in appearance in connection with any use thereof made by the Town.

(c) Not to make any use of the Community Space which is improper, offensive, illegal, constitutes a nuisance, constitutes waste, in any way obstructs or interferes with the rights of other Towns or occupants of the Community Space, or which makes void or voidable any insurance on the Community Space, or on the Community Space, and to pay any increase or extra premium payable for any such insurance resulting from any act done by Town.

(d) To comply with all laws, ordinances, rules and regulations of governmental authorities affecting the Community Space, and obtain and maintain, at Town's expense, all licenses and permits required for use of the Community Space as required in connection with the Town's use thereof.

(f) To remove snow and ice from the road by which the Project is accessed from Flagg Street which passes by the northerly side of the Project Building and over which the Town has been granted a right-of-way.

11. Indemnity, Insurance and Subrogation.

(a) Except to the extent of injury or damage occasioned by any negligence of Partnership, its employees or agents, Town shall save Partnership harmless and indemnify Partnership from and against all injury (including death) to any person and loss of, or damage to, any property while on the Community Space or arising (directly or indirectly) out of or in connection with the possession, use, occupation or control of the Community Space. Except to the extent of injury or damage occasioned by any negligence of Partnership, its employees or agents, Town shall also save Partnership harmless and indemnify Partnership from and against all injury (including death) to any person, or loss of, or damage to, any property anywhere occasioned, or claimed to have been occasioned, by any act, neglect or default of Town, its agents, employees, invitees, licensees or contractors. This hold harmless and indemnity agreement shall include indemnity against all costs, expense and liabilities incurred in connection with any such injury, loss or damage or in defense of any claim or claims on account thereof, including, without limitation, reasonable attorney's fees.

12. Signs. Town shall not place, install or maintain any sign, symbol, advertisement or similar device, visible to public view from outside the Community Space.

13. Defaults By Town.

(a) If any one or more of the following events (herein sometimes called "events of default") shall occur:

(1) if default shall be made in the due and punctual payment of any installment of rent when and as the same shall become due and payable; or

(2) if default shall be made by Town in the performance or compliance with any of the agreements, terms, covenants or conditions in this Lease other than those referred to in the foregoing subparagraph (1), and such default shall continue for a period of fifteen (15) days after written notice from Partnership to Town specifying the items of default; or

(3) if Town shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief, or shall seek or consent to the appointment of any bankruptcy or insolvency trustee, receiver or liquidator of Town of all or any substantial part of its properties or of the Community Space; or

(4) if within thirty (30) days after the commencement of any proceedings against Town seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief, such proceeding shall not have been dismissed or, if, within said thirty (30) days after the appointment, without the consent or acquiescence of Town, of any trustee, receiver or liquidator of Town of all or substantially all of its properties or of the Community Space, such appointment shall not have been vacated or stayed on appeal or otherwise, or if within thirty (30) days after the expiration of any such stay, such appointment

shall not have been vacated; then and in any such event, Partnership, at any time thereafter, may give written notice to Town specifying such event of default or events of default and stating that this Lease and the term shall expire and terminate on the date specified in such notice which shall be at least ten (10) days after the giving of such notice, and upon the day specified in such notice this Lease and the term and all rights of Town under this Lease, shall expire and terminate, and Town shall remain liable as hereinafter provided.

(b) Upon any such expiration or termination of this Lease, Town shall quit and peacefully surrender the Community Space to Partnership, and Partnership, upon or at any such expiration or termination, may enter upon and reenter the Community Space and possess and repossess itself thereof, in accordance with Maine law, and may dispossess Town and remove Town and all other persons or property from the Community Space in accordance with Maine law, and may have, hold and enjoy the Community Space and the rights to receive all rental income of and from the same.

14. Offset Statement. Attornment. Subordination.

(a) Town agrees, at any time, and from time to time, upon not less than five (5) days' prior request by Partnership, to execute, acknowledge and deliver to Partnership, or to a designee of Partnership, a statement in writing certifying, if such be the case, that this Lease is unmodified and in full force and effect (or, if there have been modifications, stating the modifications, and that the Lease as modified is in full force and effect), and that there are no defenses or offsets thereto then accrued, or stating those claimed by Town, and the dates to which the rent and other charges have been paid, it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser of, or any prospective holder of a mortgage upon the fee of the Community Space, or by any other properly interested party.

(b) Upon request of Partnership, Town will subordinate its right hereunder to the lien of any mortgage or mortgages, or the lien resulting from any other method of financing or refinancing, any land use restriction required in connection with the financing of the Partnership's renovation and operation of the former Graham School as an affordable housing project or in connection with Federal low-income housing tax credits or any other form of financial assistance for an affordable housing project. Town shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale of any mortgage made by Partnership covering the Community Space, attorn to the mortgagee or any purchaser upon any such foreclosure or sale and recognize such mortgagee or purchaser as Partnership hereunder, and no entry under any such mortgage, or other security indenture or sale for the purpose of foreclosing the same or repossessing or other action pursuant to said mortgage or other security indenture, shall be regarded as an eviction of Town, or its successors and assigns, constructive or otherwise, or give the Town or any successor or assign of the Town any rights to terminate this Lease.

15. Self-Help. If Town shall default in the performance or observance of any agreement, condition or other provision in this Lease and shall not cure such default within fifteen (15) days after notice in writing from Partnership specifying the default, Partnership may, at its option, without waiving any claims for breach of agreement, at any time thereafter cure such default for the account of Town, and Town shall reimburse Partnership for any amount paid and any expense or contractual liability so incurred, and any amounts due hereunder from Town shall be deemed additional rent due and payable on demand by Partnership.

16. Damage To Community Space. If the Community Space or the Community Space in which the Community Space is located, be so damaged by fire or any other cause or happening so as to render the Community Space substantially untenantable, then Partnership shall, to the extent of insurance proceeds actually received by the Partnership, restore the Community Space to its previous condition. In the event the Community Space are rendered only partially untenantable, then said Community Space shall be restored by Partnership to the extent of any insurance proceeds actually received by Partnership from insurance on the Community Space and a just proportion of the rent, according to the extent to which the Community Space have been rendered untenantable, shall abate until the said Community Space shall have been restored for use and occupancy.

17. Eminent Domain. If the whole or any part of the Community Space shall be acquired or condemned by eminent domain or shall be acquired by private purchase in lieu thereof, then the term of this Lease shall cease and terminate as of the date of such taking or purchase and all rentals shall be paid up to that date and Town shall have no claim against Partnership or the condemning authority for the value of any unexpired term of this Lease, provided, however, that Town shall have the right to claim and recover from the condemning authority such other compensation or damages as may be separately awarded or recoverable by Town.

18. Quiet Enjoyment. Partnership covenants and agrees with Town that upon Town paying the rent and observing and performing all of the terms, covenants and conditions on Town's part to be observed and performed, Town may peaceably and quietly have, hold, occupy and enjoy the Community Space and all appurtenances thereto, but only in accordance with the terms described in this Lease including without limitation the provisions hereof that provide for the use of the Community Space by others on a non-exclusive basis, without hindrance or molestation by anyone, other than mortgagees, claiming by, through or under Partnership.

19. Acceptance Of Community Space. Town agrees to accept the Community Space AS IS upon completion of renovation and acknowledges that Town shall, prior to making first use of the Community Space, make all inspections necessary to assure Town that the building and Community Space are suitable for Town's needs. The Partnership shall complete the renovation of the Community Space in accordance with the Plans and Specifications submitted to and approved by its construction lender and by the Maine State Housing Authority.

20. Holding Over. In the event that Town shall continue in occupancy of the Community Space after the expiration of the Term, such occupancy shall not be deemed to extend or renew the terms of this Lease, but, at the option of Partnership, such occupancy shall continue as a tenancy at will from month to month upon the covenants, provisions and conditions

herein contained and at twice the rental in effect during the last lease year of the term. This Section shall not be construed as giving Town any right to hold over after the expiration of the Initial Term or any renewal term, as applicable.

21. Non-Waiver. The receipt of rent by Partnership, with knowledge of any breach of this Lease by Town or of any default on the part of Town in the observance or performance of any of the terms, covenants or conditions of this Lease, shall not be deemed to be a waiver of any provisions of this Lease. Failure of Partnership to complain of any act or omission on the part of Town, no matter how long the same may continue, shall not be deemed to be a waiver by Partnership of any of its rights hereunder.

22. Assignment and Subletting. Town may not assign or sublet this Lease or the Community Space without Partnership's prior written consent which may be granted or withheld in the sole discretion of the Partnership.

23. Brokers. Each party represents and warrants to the other that it has not involved a broker in the obtaining of this Lease in any way, and each party shall indemnify and hold the other harmless for any breach of this provision.

24. Lease Not To Be Recorded. Partnership and Town agree that this Lease shall not be recorded, however, Partnership agrees to execute and deliver to Town, upon request, a Memorandum of Lease in recordable form.

25. Notices. Any and all notices from Partnership to Town hereunder shall be deemed given when Partnership delivers such notice to Town or deposits such notice in the mail addressed to Town's last known address with postage prepaid. A copy of any notice to the Partnership shall also be sent to Maine Housing Equity Fund 2000 LP, c/o Maine Housing Equity Fund, Inc., 183 Middle Street, 3rd Floor, Portland, ME 04101.

26. Severability. If any provision of this Lease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

27. Successors and Assigns. The terms and provisions of this Lease shall be binding upon the heirs, successors, personal representatives and assigns of the respective parties and shall inure to the benefit of the successors and assigns of Partnership. Nothing in this Article shall be deemed to authorize or permit any assignment or other transfer in whole or in part of the interest in Town in violation of other provisions of this Lease.

The word "Partnership" as used herein, shall mean only the owner for the time being of Partnership's interest in this Lease, and, in the event of any transfer of Partnership's interest in this Lease or in the Community Space, the transferor shall cease to be liable, and shall be released from all liability for the performance or observance of any agreements or conditions on the part of the Partnership to be performed or observed subsequent to the time of said transfer,

provided that from and after said transfer, the transferee shall be liable for the performance and observance of said agreements and conditions.

28. Entire Agreement. This instrument contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force or effect. This lease shall not be modified in any way except by a writing executed by both parties and shall be interpreted and enforced according to the laws of the State of Maine.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in duplicate as of the day and year first above written.

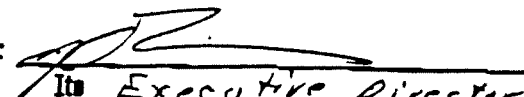
WITNESS



PARTNERSHIP:


GRAHAM SCHOOL SENIOR HOUSING
ASSOCIATES LIMITED PARTNERSHIP

By: Penquis Development, Inc., Its General
Partner

By: 
Its Executive Director

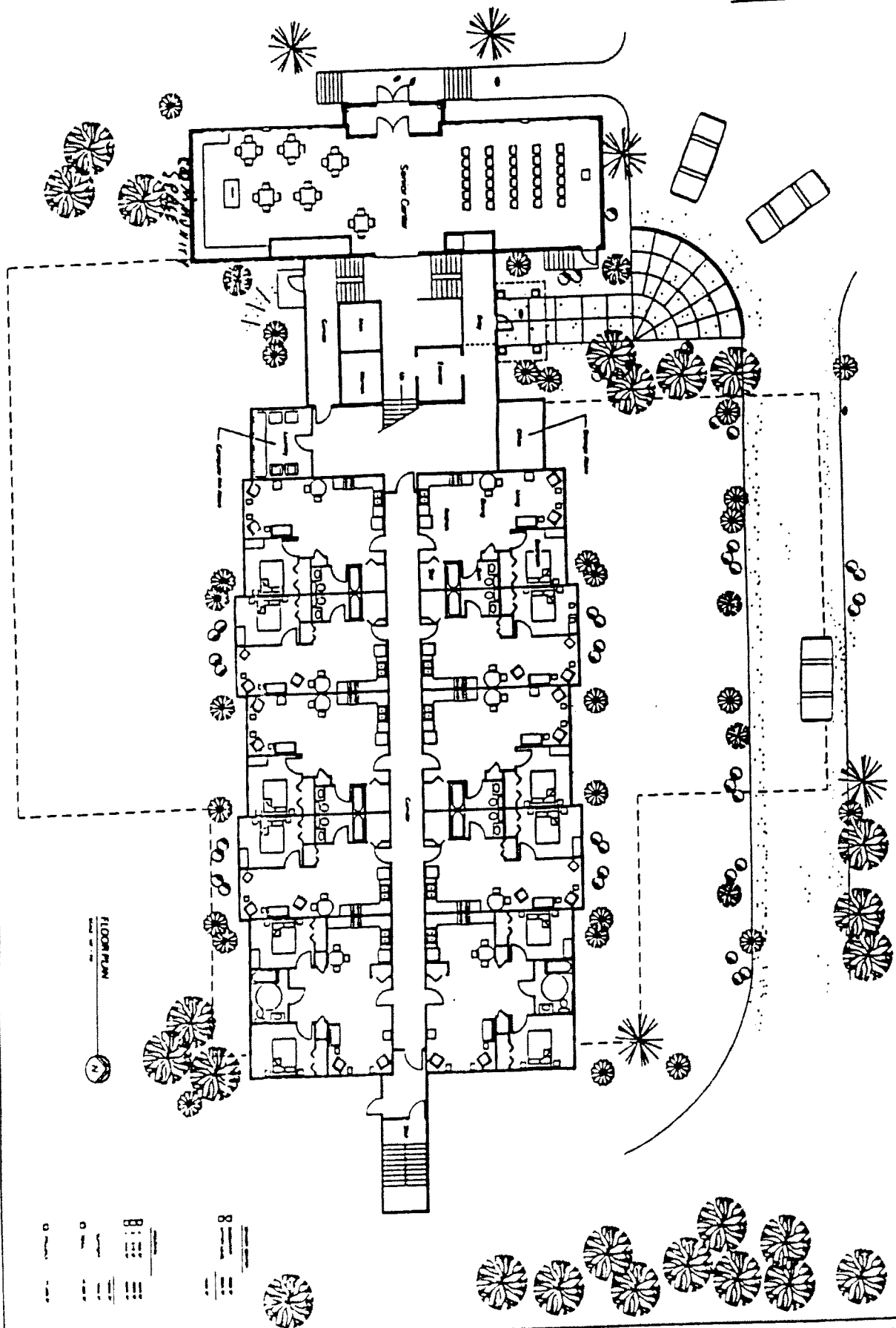
TOWN:

TOWN OF VEAZIE, MAINE


Witness

By: 
Its: Town Manager

Exhibit A



FLOOR PLAN
Scale: 1/4" = 1'-0"

- 8' x 10' Room
- 10' x 12' Room
- 12' x 14' Room
- 14' x 16' Room
- 16' x 18' Room
- 18' x 20' Room
- 20' x 22' Room
- 22' x 24' Room
- 24' x 26' Room
- 26' x 28' Room
- 28' x 30' Room
- 30' x 32' Room
- 32' x 34' Room
- 34' x 36' Room
- 36' x 38' Room
- 38' x 40' Room
- 40' x 42' Room
- 42' x 44' Room
- 44' x 46' Room
- 46' x 48' Room
- 48' x 50' Room
- 50' x 52' Room
- 52' x 54' Room
- 54' x 56' Room
- 56' x 58' Room
- 58' x 60' Room
- 60' x 62' Room
- 62' x 64' Room
- 64' x 66' Room
- 66' x 68' Room
- 68' x 70' Room
- 70' x 72' Room
- 72' x 74' Room
- 74' x 76' Room
- 76' x 78' Room
- 78' x 80' Room
- 80' x 82' Room
- 82' x 84' Room
- 84' x 86' Room
- 86' x 88' Room
- 88' x 90' Room
- 90' x 92' Room
- 92' x 94' Room
- 94' x 96' Room
- 96' x 98' Room
- 98' x 100' Room



Helping Today • Building Tomorrow

September 18, 2012

Town of Veazie
Finance Office
1084 Main Street
Veazie, Maine 04401

Re: Graham School Senior Housing Community Center

In accordance with the NON-EXCLUSIVE LEASE AGREEMENT between Graham School Senior Housing Associates LP and the Town of Veazie, dated December 20, 2001, Item 5, page 2, this letter is requesting additional rent under this item 5, Determining Additional Rent.

I have enclosed an invoice in the amount of \$5,000, to be made payable to **Graham School Senior Housing**. This figure represents the same annual contribution rendered during the prior 12 months.

Graham School operates in a marginal scenario and imprints the importance of the Town's contribution of \$5,000. Given we hold dear to not ever having to raise rent levels to accommodate increased costs, such as fuel and electric, the \$5,000 is ever important.

Should you require further information, please let me know and immediate compliance will be forthcoming. In advance and on behalf of all of those who benefit from the Community Center, I say thanks for your contribution.

Sincerely,

A handwritten signature in black ink that reads "Angela Cameron". The signature is fluid and cursive, with the first name and last name clearly distinguishable.

Angela Cameron
Senior Accountant, Housing Development

PENQUIS

Community Action Program TIN 01-6023748

INVOICE

262 Harlow Street
Bangor, Maine 04401
Phone 207.973.3500 Fax 207.973.3699

DATE: September 18, 2012
INVOICE # Contribution 2012

Bill To:

Town of Veazie
1084 Main Street
Veazie ME 04401

DESCRIPTION	AMOUNT
2012 Community Center Contribution	5,000.00
TOTAL DUE	\$ 5,000.00

Make all checks payable to **Graham School Senior Housing Associates**
For questions concerning this invoice, contact Angie Cameron, 207.973.3604, acameron@penquiscap.org.

THANK YOU FOR YOUR BUSINESS

Veazie

Below is how Veazie School Department will process financial information as discussed at our January 8th meeting. Please let me know if you would like to make any changes.

- Payroll checks and Accounts Payable checks will continue to be processed by the Finance Office located in Glenburn. Warrants will be sent over to the Town Office.
- W2s and 1099s will continue to be processed at the Finance Office. I understand that the Finance Office will be able to transmit all paper work electronically including the W-3 and 1096. I will contact Bangor Payroll and verify this information.
- I will contact Bangor Payroll to see how we can submit our payroll quarterly reports with the Town's quarterly reports (941s).
- The Town unemployment is self-pay. The School is currently paying .003% quarterly to MSMA. Veazie School Dept. would like to continue as we are now. Doug Burdin, from MSMA, indicated we would be able to continue with them if we wanted and pay quarterly as we are currently doing. He indicated our rates would increase possibly up to .006% that first year before dropping to .004%. Even at the .006% (approximately \$75/employee up to the first \$12,000) this would save the Town money if we had to lay employees off (approximately \$10,000 per employee if we were self-pay). Would the Town be okay with that? Doug Burdin said he'd be glad to answer any questions you may have and can be reached at 800-660-8484.
- Workers Comp. paperwork can be processed by the school department for school employees if they got hurt. I would receive invoices quarterly. RSU 26 currently uses MSMA and as the Veazie School Dept., we would like to continue using MSMA.
- Subsidy and grant checks, as well as school lunch deposits, will continue to come to the Finance Office for deposit into a separate account set up by the Town of Veazie. The Finance Office will continue to reconcile bank statements and send a copy over to the Town Office. Arrangements will need to be made on depositing or transferring the Town's monthly assessment into that account.
- I will need to have the Town Clerk sign a form to have the signatures added to the software for the school's checks.
- Warrant dates are not synchronized. RSU 26's (now Veazie School Dept.) first Warrant for FY 14 is July 5, 2013. I believe the Town may approve Title 30A, Section 5603, Subsection 2A2 (see attachment). This would allow the School Department to continue

using our warrant dates without having to obtain signatures prior to distribution. This would need to be approved yearly. You would still receive the warrants but I could distribute checks without regard to when signatures were obtained.

I know Craig Costello would prefer that I do all the financial processing that I am currently doing as outlined above. Not sure how Veazie feels about this but I will be happy to comply with your wishes. We can work with Sherry Roberts at Bangor Savings Bank to allow both the Town and Finance Office access to the account with any restrictions you'd like. Please let me know if you have any other questions. Thank you.

Sharon Soucie

Business Manager

942-4405 ext. 301

Mark Leonard

To: Sharon Soucie; jhayes@veazie.net
Subject: RE: Veazie School Department Procedures

Sharon- Thank you for the information! I will present this to the Council on 01-28-2013 and then I should be able to provide you with some sort of confirmation. I look forward to working with you.

Mark

*Mark Leonard Chief of Police
Veazie Police Department
1084 Main Street
Veazie, Maine 04401
207-947-2358
mleonard@veaziepd.net*

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From: Sharon Soucie [mailto:soucies@glenburn.net]
Sent: Thursday, January 17, 2013 10:53 AM
To: vzchief800@yahoo.com; jhayes@veazie.net
Subject: Veazie School Department Procedures

Hi,

I've attached the procedures we discussed Tuesday. If this is agreeable to you I will go forward setting up the software, etc. but I would like some sort of confirmation first. I will call Sherry Roberts, Bangor Savings Bank, and ask her to contact you to set up an account.

As far as the warrant dates, the (see below) Title 30A section 5603, subsection 2A2 states (and this can be adopted yearly) you could have the Superintendent sign off on

the warrants in lieu of waiting for the Town Council to sign off on the warrants, so that checks can be distributed expediting the process. I would still send you the warrants and your name will still appear on the checks. This way the school can keep the same warrant dates for all three towns.

Thanks.

Sharon Soucie
Business Manager
RSU 26
942-4405 ext. 301

----- Original Message -----

30-A §5603. POWERS AND DUTIES

The treasurer has the following powers and duties. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

1. Powers. The treasurer may:

A. Make deductions from the salary of a municipal employee and pay the money deducted to the proper payee, when the employee gives the written authority to do so. The treasurer's authority to make a deduction continues until:

(1) The employee revokes the authorization in writing; or

(2) The treasurer knows that the reason for the deduction no longer exists. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

2. Duties. The treasurer shall:

A. Except as provided in subparagraphs (1) to (3), and except as otherwise provided by charter or ordinance, disburse money only on the authority of a warrant drawn for the purpose, affirmatively voted and signed by a majority of the municipal officers.

(1) The municipal officers may adopt a written policy to permit the disbursement of employees' wages and benefits when a disbursement warrant has been signed by one or more designated municipal officers. The policy must be filed with the town clerk and the municipal treasurer and renewed annually by vote of the municipal officers.

(2) The municipal officers may adopt a written policy to permit the disbursement of payments for municipal education costs when a disbursement warrant has been signed by the school superintendent and approved by a majority of the school board or by a finance committee appointed or duly elected by the school board. The policy must be filed with the town clerk and the municipal treasurer and renewed annually by vote of the municipal officers.

(3) The municipal officers may adopt a written policy to permit the disbursement of state fees when a disbursement warrant has been signed by one or more designated municipal officers. The policy must be filed with the town clerk and the municipal treasurer and renewed annually by vote of the municipal officers; [2009, c. 6, §1 (AMD).]

B. Upon request, provide an account of the finances of the municipality and exhibit the official records to the municipal officers or to any committee appointed by them to examine the accounts. The municipal officers shall examine the treasurer's accounts at least once every 3 months; and [1987, c. 737,

Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

DrummondWoodsum
Maine | New Hampshire

E. William Stockmeyer | Attorney

84 Marginal Way, Suite 600, Portland, Maine 04101-2480

voice (207) 772-1941 ext. 585 • fax (207) 772-3627

direct (207) 253-0585 • (800) 727-1941

billstockmeyer@dwmlaw.com | www.dwmlaw.com

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For purposes of compliance with Internal Revenue Service requirements, we inform you that any Federal tax advice contained in this communication (including any attachment) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed in this communication (including any attachment).